



AGENDA
FERNANDINA BEACH CITY COMMISSION
REGULAR MEETING
JUNE 2, 2020
6:00 PM
CITY HALL COMMISSION CHAMBERS
204 ASH STREET
FERNANDINA BEACH, FL 32034

Due to the ongoing COVID-19 pandemic, occupancy in the Commission Chambers will be limited. This 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 Anthony Daniel of Macedonia AME Church.

4. PRESENTATION

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

5. CITY COMMISSION DISCUSSION

- 5.1 **BEACHES** - *This item is placed on the agenda at the request of Vice Mayor Kreger.*
- 5.2 **OCEAN HIGHWAY AND PORT AUTHORITY (OHPA)** - *This item is placed on the agenda at the request of Commissioner Ross.*
- 5.3 **LAND CONSERVATION** - *This item is placed on the agenda at the request of Commissioner Lednovich.*
- 5.4 **WATERFRONT DEVELOPMENT** - *This item is placed on the agenda at the request of Commissioner Lednovich.*
- 5.5 **MARINA** - *This item is placed on the agenda at the request of Commissioner Ross.*
- 5.6 **BRUSH COLLECTION** - *This item is placed on the agenda at the request of Commissioner Ross.*
- 5.7 **PROPERTY DISPOSITION** - *This item is placed on the agenda at the request of Commissioner Ross.*
- 5.8 **WASTEWATER RATE REDUCTION** - *This item is placed on the agenda at the request of Commissioner Ross.*

- 5.9 **INTERGOVERNMENTAL COORDINATION** - *This item is placed on the agenda at the request of Vice Mayor Kreger.*
- 5.10 **NAMING OF ATLANTIC AVENUE RECREATION CENTER AUDITORIUM** - *This item is placed on the agenda at the request of Mayor John A. Miller.*

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

7. CONSENT AGENDA

- 7.1 **REIMBURSEMENT – CAPITAL FUND - RESOLUTION 2020-74 DECLARING THE OFFICIAL INTENT OF THE CITY TO REIMBURSE ITSELF FROM THE PROCEEDS OF DEBT FOR EXPENSES TO BE INCURRED WITH RESPECT TO AN EQUIPMENT PURCHASE; AUTHORIZING CERTAIN INCIDENTAL ACTIONS; AND PROVIDING AN EFFECTIVE DATE.** *Synopsis: Approves reimbursement to the City from a lease purchase financing agreement for costs related to the prepayment deposit for the purchase of a Pierce Custom Pumper Apparatus.*
- 7.2 **GRANT APPROVAL - FEDERAL AVIATION ADMINISTRATION (FAA) - RESOLUTION 2020-75 APPROVING GRANT AGREEMENT #3-12-0022-030-2020 WITH THE FEDERAL AVIATION ADMINISTRATION (FAA) FOR RECEIPT OF GRANT FUNDS AUTHORIZED UNDER THE CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY (CARES) ACT; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.** *Synopsis: Authorizes FAA grant agreement # 3-12-0022-030-2020 for grant funds of \$30,000 allocated for issuance to the Fernandina Beach Municipal Airport under the CARES Act.*
- 7.3 **AGREEMENT AMENDMENT – FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) - RESOLUTION 2020-76 APPROVING THE AMENDMENT TO THE TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT); AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.** *Synopsis: Approves the Amendment to the Traffic Signal Maintenance and Compensation Agreement between the City of Fernandina Beach and FDOT.*

8. RESOLUTIONS

- 8.1 **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.*
- 8.2 **AGREEMENT AMENDMENT - CPH, INC. - RESOLUTION 2020-77 APPROVING AMENDMENT #'S 2 AND 3 WITH CPH, INC. FOR ADDITIONAL WORK RELATING TO THE AREA 5 DOWNTOWN DRAINAGE IMPROVEMENTS; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.** *Synopsis: Approves Amendment #'s 2 and 3 with CPH, Inc. for a total of \$46,904 for additional permitting work and electrical design relating to the Area 5 Downtown Drainage Improvements.*
- 8.3 **GRANT APPLICATION - U.S. FISH AND WILDLIFE CONSERVATION COMMISSION, VIA THE FLORIDA FISH AND WILDLIFE COMMISSION - RESOLUTION 2020-78 AUTHORIZING THE SUBMITTAL OF ONE HABITAT CONSERVATION PLANNING (HCP) ASSISTANCE GRANT FROM THE U.S. FISH AND WILDLIFE CONSERVATION COMMISSION**

COOPERATIVE ENDANGERED SPECIES CONSERVATION FUND; AUTHORIZING A COST-SHARING PARTNERSHIP BETWEEN THE FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION ("FWC"), NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS ("COUNTY") AND CITY OF FERNANDINA BEACH CITY COMMISSION ("CITY"); AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Authorizes the submittal of a U.S. Fish and Wildlife Service Cooperative Endangered Species Conservation Fund Grant requesting a grant award of 75% of the \$179,500 cost to produce an Amelia Island Habitat Conservation Plan. Also authorizes partnership with Florida Fish and Wildlife Conservation Commission and Nassau County to share matching funds requirement of 25%.*

9. ORDINANCE - FIRST READING

- 9.1 **CODE AMENDMENT - ANIMALS IN VEHICLES - ORDINANCE 2020-20** AMENDING THE CODE OF ORDINANCES SECTION 18-4 BY PROHIBITING TRANSPORT OF UNSECURED ANIMALS IN LOAD SPACES OF VEHICLES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Amends Section 18-4 of the City Code prohibiting animals to be transported without being safely restrained.*

10. ORDINANCES - SECOND READING

- 10.1 **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.*
- 10.2 **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.*
- 10.3 **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.*

11. CITY MANAGER REPORTS

12. CITY ATTORNEY REPORTS

13. CITY CLERK REPORTS

14. MAYOR/COMMISSIONER COMMENTS

15. ADJOURNMENT

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- A THREE (3) MINUTE TIME LIMIT MAY BE IMPOSED FOR ALL SPEAKERS (EXCEPT IN A QUASI-JUDICIAL HEARING). A “REQUEST TO SPEAK” FORM IS AVAILABLE ON THE COUNTER AT THE ENTRANCE TO THE COMMISSION CHAMBERS. THE FORM SHOULD BE GIVEN TO THE CITY CLERK UPON COMPLETION.
 - THE MAYOR WILL DETERMINE THE ORDER OF THE SPEAKERS AND MAY IMPOSE MORE RESTRICTIVE TIME LIMITS.
 - ONE PERSON WILL SPEAK AT A TIME AND ADDRESS COMMENTS TO THE MAYOR, NOT INDIVIDUAL CITY COMMISSION MEMBERS.
 - THE CITY COMMISSION MAY ASK QUESTIONS OF SPEAKERS WHO WILL HAVE ONE MINUTE TO RESPOND. ADDITIONAL TIME MAY BE GRANTED AT THE DISCRETION OF THE MAYOR OR BY A MOTION BY THE CITY COMMISSION.
 - SPEAKERS MAY FILE COPIES OF THEIR REMARKS WITH THE CITY CLERK WHO WILL MAKE THEM AVAILABLE TO THE COMMISSION.
 - MULTI-MEDIA PRESENTATIONS MUST BE SUBMITTED TO THE CITY CLERK NO LATER THAN THE FRIDAY BEFORE THE MEETING.
 - FERNANDINA BEACH CITIZENS WILL SPEAK BEFORE NONRESIDENTS AND SPEAKERS WILL LIMIT REMARKS TO THE SPECIFIC SUBJECT MATTER.
 - DISCUSSION – DIRECTION - ACTIONS ITEMS MAY BE ACTED UPON BY THE CITY COMMISSION BY EITHER A MOTION AND VOTE IN ACCORDANCE WITH ROBERTS RULES OF ORDER, OR BY A CONSENSUS OF THE CITY COMMISSION.
 - PURSUANT TO RESOLUTION 95-32, IF AN ITEM IS NOT ON THE AGENDA IT REQUIRES A FOUR-FIFTHS VOTE OF THE CITY COMMISSION DECLARING THE ITEM AN EMERGENCY BEFORE ACTION CAN BE TAKEN.
 - *QUASI-JUDICIAL* - DENOTES THAT THE ITEM MUST BE CONDUCTED AS A QUASI-JUDICIAL HEARING IN ACCORDANCE WITH CITY COMMISSION ESTABLISHED PROCEDURE AND FLORIDA STATUTES. ANY PERSON WISHING TO APPEAL ANY QUASI-JUDICIAL DECISION MADE BY THE COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH MEETING OR HEARING WILL NEED A RECORD OF THE PROCEEDINGS, AND, FOR SUCH PURPOSES, MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS MADE.
 - AT THE DISCRETION OF THE MAYOR, A RECESS MAY BE SCHEDULED EVERY NINETY MINUTES.
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Persons with disabilities requiring accommodations in order to participate should contact the City Clerk at (904) 310-3115 or TTY/TDD 711 (for the hearing or speech impaired).

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Presentation
Fernandina Beach Main Street Program

ITEM TYPE: Presentation

REQUESTED ACTION: N/A

SYNOPSIS: Please review attached presentation material (no actual presentation) from Ms. Arlene Filkoff of Fernandina Beach Main Street regarding a synopsis of projects occurring within each of the four Main Street Councils (Promotions, Economic Vitality, Organization, and Design).

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Dale L. Martin, City Manager 5/20/2020

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

Date: October 30, 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 4/8/2020

Date: December 04, 2019

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION:

Subject: FW: Beach Access 38

Attached: Access 38 before.jpg (121 KB) X; Access 38 after.jpg (134 KB) X

Times New Roman 12 B I U abc

From:
Sent: Saturday, May 23, 2020 1:26 PM
To: Chip Ross
Subject: Beach Access 38

Just passing along to you Nan Voit's action on a Beach Access 38 walkover problem. The sand at the base of the walkover had a eroded away leaving a large drop off (about 20") from the last step that made using the walkover steps difficult. I sent an email to Nan about it and she responded, saying she would get it fixed. A work crew arrived the next day and built two additional steps and new railings. Did an excellent job, resolving the problem. Nan and her crew should be commended for getting this fixed so quickly and with excellent workmanship.

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CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Discussion
Ocean Highway and Port Authority (OHPA)

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 4/8/2020

Date: February 24, 2020

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION:

INTERLOCAL AGREEMENT

THIS interlocal AGREEMENT is entered into this ___ day of _____, 2020 by and between the CITY OF FERNANDINA BEACH, FLORIDA, a municipal corporation, hereinafter referred to as "CITY", and the OCEAN HIGHWAY AND PORT AUTHORITY, an independent special district of the State of Florida, hereinafter referred to as "OHPA".

WHEREAS, the CITY and the OHPA have determined it to be in the best interests of the citizens of Fernandina Beach and Nassau County to coordinate the efforts of the CITY and the OHPA working with the U.S. Army Corps of Engineers (USACE) by moving the navigational channel of the Amelia River to the west to accommodate improvements and growth on the Amelia River waterfront and at the CITY Marina; and

WHEREAS, the CITY has agreed to accept all financial and legal responsibility associated with the U.S. Army Corps of Engineers' process for moving the navigational channel of the Amelia River westward.

NOW, THEREFORE, the CITY and the OHPA agree as follows:

1. The CITY hereby agrees and understands that the CITY accepts any and all financial obligations associated with moving the navigational channel 100 feet to the west in the Amelia River.
2. OHPA officials will formally request the USACE to relocate the federal navigational channel as authorized by the Water Resources Development Act of 2000.
3. CITY will pay to USACE or OHPA all costs and expenses related to relocating the federal navigational channel chargeable to OHPA or for which OHPA is deemed to be responsible and all costs and expenses related to maintaining the federal channel in its new location.
4. CITY agrees to maintain the federal navigational channel in its new location at the necessary depths and widths as required by USACE or as required to accommodate maritime traffic into and out of the Port of Fernandina. CITY acknowledges that the channel relocation it seeks involves moving the channel from a natural course of deep water to a natural course of shallower water and that additional dredging over current levels, and payment of the resulting additional expense, will likely be necessary to comply with this agreement.
5. Any damages to OHPA resulting from the relocation of the channel be borne by CITY immediately upon written notice from OHPA to CITY. Damages include any present or future consequence of the relocation of the channel or expense associated with it,

foreseen or unforeseen, including but not limited to financial or other expenditures necessary for OHPA to (i) retain its status as the non-federal sponsor of the waterway, (ii) maintain all navigational components of the channel, and (iii) comply with any laws, rules and regulations, national, international, state, or local. Damages are limited to issues or matters proximately caused or created by the relocation of the channel. The determination of such causation shall be made by OHPA. Upon OHPA's written notice of damages, CITY may appeal the determination through the arbitration process at the sole expense of CITY. Such appeal shall be submitted to and decided by binding arbitration in Savannah, Georgia before three arbitrators and administered by the Maritime Arbitration Association of the United States in accordance with its Rules, and final judgment on the award rendered by the arbitral tribunal may be entered in any court having jurisdiction thereof.

6. To the greatest extent permitted by Florida law, CITY agrees to assume liability for and indemnify, hold harmless, and defend OHPA, its commissioners, 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 arising directly or indirectly out of or in connection with any action taken regarding the navigational channel in the Amelia River or obligation assumed as a result of moving the navigational channel. This includes liability for injuries, property damage, and financial obligations such as dredging the Amelia River in accordance with USACE regulations and policies or claims made against OHPA as a result of the movement. CITY liability hereunder shall include all attorney's fees and costs incurred by the OHPA in the enforcement of this indemnification and defense provision. Nothing contained in the foregoing indemnification shall be construed to be a waiver of any immunity or limitation of liability the CITY or OHPA may have to non-parties to this agreement under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

7. USACE is an intended third-party beneficiary of this agreement as it pertains to the financial obligations assumed by CITY hereunder.

8. SEVERABILITY - If any section, clause, or provision of this 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.

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

10. TERM - This Agreement shall continue in effect until terminated by mutual written agreement executed by both parties provided, however, that all obligations of CITY in §§ 3-5, survive termination of this Agreement.

11. AUTHORITY & DRAFTING – 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 representative whose signatures appear below. This Agreement has been negotiated by the parties and jointly drafted. Ambiguities shall not be construed against any party.

12. INTEGRATION & AMENDMENT – This Agreement contains the entire agreement between the parties hereto and supersedes any prior written or oral agreements. This Agreement may be altered or modified only in writing signed by the parties hereto and approved by the governing bodies of both parties.

13. FILING – This Interlocal Agreement shall be filed with the Clerk of the Circuit Court of Nassau County, Florida, prior to its effective date, in accordance with Florida Statutes § 163.01(11).

OCEAN HIGHWAY AND PORT AUTHORITY

Danny Fullwood, as its Chairman

CITY OF FERNANDINA BEACH, FLORIDA

By:
Title;

RESOLUTION 2019-215

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT WITH THE OCEAN HIGHWAY AND PORT AUTHORITY OF NASSAU COUNTY WHERE CITY ACCEPTS LIABILITY AND FINANCIAL OBLIGATIONS FOR THE UNITED STATES ARMY CORPS OF ENGINEERS MOVING THE NAVIGATIONAL CHANNEL LINE WESTWARD TO ACCOMMODATE GROWTH AT THE CITY MARINA; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Florida Statutes, Section 163.01, permits local government entities such as the City of Fernandina Beach and the Ocean Highway and Port Authority of Nassau County (“OHPA”) to cooperate for the needs and development of the community; and

WHEREAS, OHPA is currently and officially the sponsor of the navigational channel located in the Amelia River pursuant to the United States government and the United States Army Corps of Engineers; and

WHEREAS, OHPA has verbally agreed as the sponsor of the navigational channel to support moving the navigational channel to the west to accommodate City Marina activities and growth; and

WHEREAS, the City Commission believes it is in the best interest of the City to enter into an interlocal agreement with OHPA and for the City to accept legal and financial obligation for the navigational channel located in the Amelia River.

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 Interlocal Agreement with OHPA for the Navigational Channel located in the Amelia River, attached hereto as Exhibit “A.”

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

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

ADOPTED this 3rd day of December, 2019.

CITY OF FERNANDINA BEACH



John A. Miller
Mayor - Commissioner

ATTEST:



Caroline Best
City Clerk

APPROVED AS TO FORM AND LEGALITY:



Tammi E. Bach
City Attorney

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT entered into this 3rd day of December, 2019, by and between the CITY OF FERNANDINA BEACH, FLORIDA, a municipal corporation, hereinafter referred to as "CITY", and the OCEAN, HIGHWAY AND PORT AUTHORITY OF NASSAU COUNTY, an independent special district of the State of Florida, hereinafter referred to as "OHPA".

WHEREAS, the CITY and the OHPA have determined it to be in the best interests of the citizens of Fernandina Beach and Nassau County to coordinate the efforts of the CITY and the OHPA working with the U.S. Army Corps of Engineers (USACE) by moving the navigational channel of the Amelia River to the west to accommodate improvements and growth on the Amelia River waterfront and at the CITY Marina; and

WHEREAS, the CITY has agreed to accept all financial and legal responsibility associated with the U.S. Army Corps of Engineers' process for moving the navigational channel of the Amelia River westward.

NOW, THEREFORE, the CITY and the OHPA agree as follows:

1. The CITY hereby agrees and understands that the CITY accepts any and all financial obligations associated with moving the navigational channel to the west in the Amelia River.
2. OHPA officials will formally request the USACE to relocate the federal navigational channel as authorized by the Water Resources Development Act of 2000.
3. To the extent permitted by Florida law, the CITY agrees to assume liability for and indemnify, hold harmless, and defend the OHPA, its commissioners, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, arising directly or indirectly out of or in connection with any action taken regarding the navigational channel in the Amelia River or obligation assumed as a result of the U.S. Army Corps of Engineers moving the navigational channel, including but not limited to liability for injuries, property damage and financial obligations such as dredging the Amelia River in accordance with U.S. Army Corps of Engineers regulations and policies. CITY liability hereunder shall include all attorney's fees and costs incurred by the OHPA in the enforcement of this indemnification provision. The obligations contained in this provision shall survive termination of this Agreement. Nothing contained in the foregoing indemnification shall be construed to be a waiver of any immunity or limitation of liability the CITY or OHPA may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.
4. SEVERABILITY – If any section, clause, or provision of this 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 the agent of the other.
6. TERM – This Agreement shall continue in effect until terminated by mutual written agreement executed by both parties.

7. 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 or the parties, and each has full authority to execute the same through its representative whose signatures appear below.
8. FILING – This Interlocal Agreement shall be filed with the Clerk of the Circuit Court of Nassau County, Florida, prior to its effective date, in accordance with Florida Statutes, 163.01(11).

OCEAN HIGHWAY AND PORT
AUTHORITY NASSAU COUNTY, FLORIDA

Robert Sturgess
Its: Chairman

ATTEST AS TO CHAIRMAN'S SIGNATURE:

APPROVED AS TO FORM AND LEGALITY:

Jeb Branham, Attorney for OHPA

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

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 5/20/2020

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 5/20/2020

Date: October 25, 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 5/20/2020

Date: January 21, 2020

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION:

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Discussion
 Brush Collection

ITEM TYPE: Discussion

REQUESTED ACTION:

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

Advanced Disposal Services Stateline LLC, provides for the collection and disposal of all residential and commercial trash, garbage, and other refuse within the City.

Discuss whether Advanced Disposal employees, upon removing large yard debris, should hand rake residual yard debris into a pile and remove it as the material left behind detracts from neighborhood aesthetics.

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

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

Date: March 16, 2020

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION:





ORDINANCE 2018-10

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, REPEALING ORDINANCE 2012-12 EFFECTIVE JANUARY 14, 2019; PROVIDING A NEW EXCLUSIVE 5-YEAR FRANCHISE TO ADVANCED DISPOSAL SERVICES STATELINE, LLC, ("ADVANCED DISPOSAL") A DELAWARE LIMITED LIABILITY COMPANY EFFECTIVE JANUARY 15, 2019 FOR THE COLLECTION AND DISPOSAL OF ALL RESIDENTIAL AND COMMERCIAL TRASH, GARBAGE, AND OTHER REFUSE, AND PROVIDING FOR THE COLLECTION OF RESIDENTIAL RECYCLABLE MATERIALS AND YARD WASTE WITHIN THE CITY LIMITS; FURTHER PROVIDING FOR DEFINITIONS; GRANT OF FRANCHISE; LIMITS OF FRANCHISE; TERM OF FRANCHISE; FRANCHISE CONSIDERATION; ASSIGNMENT; BANKRUPTCY OR INSOLVENCY; DEFAULT; RATE CHANGES; RIGHTS OF FIRST REFUSAL; PUBLIC NOTICES; RESTORATION; COMPLIANCE WITH LAWS; LIABILITY INSURANCE, HOLD HARMLESS, WORKERS COMPENSATION; PERFORMANCE BOND; RIGHT TO REQUIRE PERFORMANCE; DISPUTE RESOLUTION; OPERATIONS DURING DISPUTE; STANDARD OF PERFORMANCE; CURBSIDE RECYCLABLE MATERIALS COLLECTION AND DISPOSAL; RECYCLING PROGRAM; COLLECTION SERVICES AND OPERATIONS; OFFICE HOURS; COLLECTION EQUIPMENT; DISPOSAL; ROUTES AND SCHEDULES; GRANTEE PERSONNEL; SPILLAGE AND LITTER; STORMS AND OTHER EMERGENCIES; NONDISCRIMINATION PROVISION; RATES AND CHARGES; BILLING FOR SERVICES; ACCOUNTING, RIGHT TO AUDIT; COMPLAINTS; CHARGES FOR FAILURE OF PERFORMANCE; MISCELLANEOUS SECTION; REPEAL OF SECTIONS IN CONFLICT; SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fernandina Beach finds it in the public interest to ensure that all areas within its limits are adequately provided with high quality solid waste collection and disposal services; and

WHEREAS, the City of Fernandina Beach finds it in the public interest to retain regulatory authority over refuse collection and disposal to the extent allowed by law, because of the overriding public health, safety and welfare considerations associated with the provisions of this service; and

WHEREAS, the City of Fernandina Beach finds it in the public interest to retain control over the use of public rights-of-way by refuse collection to assure against interference with the

public convenience, to promote aesthetic considerations, and to protect the public investments in right-of-way property; and

WHEREAS, the City of Fernandina Beach finds it in the public interest to utilize quality refuse collectors and that this can be accomplished by protecting capital investments of refuse collectors; and

WHEREAS, the City of Fernandina Beach finds that the granting of an exclusive franchise is the best means of assuring that the above described interests of the City of Fernandina Beach are promoted; and

WHEREAS, the City solicited proposals for collection and disposal of garbage, recyclables, and yard debris through RFP 17-06, and the evaluation committee recommended Advanced Disposal; and

WHEREAS, the City Commission authorized negotiations with Advanced Disposal for a franchise agreement via Resolution 2018-06; and

WHEREAS, the current contract expires June 30, 2018, and it is in the best interests of the City and Advanced Disposal to extend the current franchise to January 14, 2019, to allow Advanced Disposal to procure the additional equipment to meet the requirements of the new contract and franchise; and

WHEREAS, the City of Fernandina Beach finds it is in the best interests of the City to repeal Ordinance 2012-12 as of January 14, 2019, and to grant a new solid waste franchise for 5 years beginning January 15, 2019; and

WHEREAS, this Ordinance is adopted pursuant to the authority of Section 166.021, and Chapter 403, Part IV, Florida Statutes.

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

SECTION 1. DEFINITIONS.

“Anniversary Date” shall mean the date that is one year after the Effective Date of this Franchise Ordinance.

“Authorized Hours for Collection” shall mean the hours that the Grantee is authorized to collect all types of solid waste and recyclables at customer locations within the City’s city limits. The authorized hours for collection are between the hours of 6:00 am and 8:00 pm for residential collection inclusive, unless otherwise authorized by the City for a specific duration. The authorized hours for collection for commercial collection is 3:00 am and 8:00 pm inclusive, unless otherwise authorized by the City for a specific duration. Special consideration will be given for certain commercial establishments that neighbor residential properties.

“Bulky Waste” shall mean large discarded items generated from residences and commercial businesses within the City, such as pallets, furniture, refrigerators, stoves, e-waste, and other household type appliances, abandoned and improperly placed dumps of the same. The Grantee shall have the right to charge for extra bulky waste pickup (items greater than 3 cubic yards)

“Cart” shall mean: (i) a ninety-five gallon container on wheels with attached lids, serviced by rear load collection vehicles with a hydraulic tipper that mechanically assists the helper to empty the container, provided by the Grantee for garbage/trash collection or service at residential and small commercial account locations; (ii) a 65-gallon container on wheels with attached lids serviced by collection vehicles with a hydraulic operated side-arm (or tipper) that mechanically collects and empties the container, provided by the Grantee for recyclables collection or service at residential and small commercial account locations; (iii) all carts shall have imprinted on each on each of the main body a City logo with City name, as approved by the City, and a serial number imprinted on another side of the main body; (iv) cart type/specifications shall be state of the art in the industry in durability and wall thickness, practicality, customer safety and ease of use, wash-ability, mobility, stability to wind load, resistant to opening and toppling by animals, resistant to rain leakage when closed, having lid handles; (v) selection of cart manufacturer and type/specifications and markings are subject to City approval prior to purchase by the Grantee; (vi) the cost of purchasing providing, maintaining, and replacing of all carts to customer account locations shall be the responsibility of the Grantee at no additional cost to the City and shall be a part of the collection and disposal costs in the Grantee unit price rates; (vii) all carts with the City logo(s) with City name shall automatically become the property of the City, at no additional cost to the City, on termination of the franchise contract and the Grantee inventory shall be transported to the City location identified by the City at no additional cost to the City; (viii) Grantee shall collect garbage/trash and recycling materials from carts using collection vehicles having hydraulic side-arm (or tipper) that mechanically collects and empties carts.

“Change in Law” means (i) the adoption, ~~promulgation,~~ or modification after the date of this Franchise of any substantially increased federal, state or local fees or taxes, law, regulation, order, statute, ordinance or rule that was not adopted, promulgated or modified on or before the date of this Franchise, or (ii) the imposition of any material conditions in connection with the issuance, renewal, or modification of any permit, license, or approval after the date of this Franchise, which in the case of either (i) or (ii) establishes requirements affecting the Grantee’s operation under this Franchise in a substantial manner so as to make the performance of the requirements of this Franchise more burdensome than before the change of said law. Any change in federal, State, county or other tax law or workers compensation law shall not be considered a change in law pursuant to this definition. ~~However, in the event that a federal, state or local entity imposes a substantial fee, charge or tax after the date of this Franchise that applies to Grantee’s operations, such fee, charge or tax may be treated as a Change in Law.~~

“CITY” shall mean the City of Fernandina Beach, Nassau County, Florida, a municipal corporation and its government and the City Manager, and/or his authorized or designated representative(s); and may also be referred to as GRANTOR or FRANCHISOR.

“Commercial” or “Commercial Establishment” shall mean any public or private place, building and/or enterprise devoted in whole or in part to a business enterprise whether nonprofit or profit making in nature, except where such place, building and/or enterprise constitutes a single-family residence or multifamily dwelling. Commercial establishments utilize Commercial container units such Grantee provided dumpsters or customer provided Containers that are mechanically emptied by other than cart collection vehicles. These consist of, but are not limited

to, office buildings, stores, hotels and motels, restaurants, schools, churches, clubs, medical clinics and hospitals, assisted living facilities, and other service establishments.

“Commercial Collection and Disposal Services” shall mean garbage and trash collection and disposal service for Commercial establishments utilizing containers other than those described as carts for collection of garbage/trash. These containers, such as dumpsters, roll-offs, compactors, etc., are mechanically emptied by other than cart collection vehicles. The Grantee shall provide the following collection and disposal services to each customer location – garbage/trash, recycling (at customer option), bulky waste and yard waste. Commercial establishments in this service category shall use, but are not limited to, any of the following for the accumulation of garbage/trash: (i) refuse containers as defined in this contract and as modified in the future; (ii) containers emptied by mechanical means; (iii) dumpster containers, provided by the Grantee, at the Grantee’s expense (and at no additional cost to the City or account holder) in two, four, six, eight cubic yard capacities, to include ancillary items, such as rollers and dumpster security devices (not enclosures or shoots) Provision, collection, disposal, and servicing are provided in the price per pull; (iv) roll—off containers, provided by the Grantee, at the Grantee’s expense (and at no additional cost to the City or account holder), to include ancillary items, such as rollers and security devices on roll-offs (not enclosures or shoots), as approved by the City, when permanent-use roll-off service is approved by the City, subject to transition from existing customer contracts for existing service. Provision, collection, disposal, and servicing are proved in the price per pull; (v) Commercial cardboard containers for business provided by the Grantee, at the Grantee’s expense (and at no additional cost to the City or account holder) and placed in various locations around the City. Currently, there are twenty-six yard cardboard recycle dumpsters throughout the City; (vi) Grantee provided containers and collection for temporary-use dumpster and/or roll-off service. This will be an optional service for customers provided at the same price as the permanent-use roll-off service. Provision, collection, disposal, and servicing are provided in the price per pull; (vii) Locations, quantities and frequency of pickups, and quantities and sizes of dumpsters and specialty items such as gravity locks and rollers may change from time-to-time at the sole discretion/direction of the City; (viii) Grantee provided solid waste collection and disposal service for customer provided compactors and dumpsters, subject to transition from existing customer contracts for existing service. Collection and disposal are provided in the unit price per pull; (ix) Work shall be done in a sanitary manner. The Grantee’s employees shall immediately pick up any garbage or trash spilled or on the ground in the area.

“Commercial Trash” shall mean any and all accumulations of such combustibles as paper, rags, wood, yard trimmings, wooden or paper or cardboard boxes; non-combustibles such as metal, glass, stone and dirt; and any other accumulations not included within the definition of garbage, generated by the operation of stores, offices and other business places. Commercial Trash shall include all trash placed in public receptacles, on public streets, in parks and playground, and in other public places. Commercial trash includes bulky items or piles greater than 3 cubic yards.

“Company” shall refer to Advanced Disposal Services Stateline, LLC, (“Advanced Disposal”) and may also be referred to as the GRANTEE or FRANCHISEE.

“Construction and Demolition Debris” shall mean discarded materials generally considered not to be water-soluble and non-hazardous in nature, including, but not limited to, steel, glass, brick, concrete, asphalt roofing material, pipe, gypsum wallboard, and lumber, from the construction or destruction of a structure as part of a construction or demolition project or from the renovation of a structure, and including rocks, soils, tree remains, trees, and other vegetative matter that normally results from land clearing or land development operations for a construction project, including such debris from construction of structures at a site remote from the construction or demolition project site. Mixing of construction and demolition debris with other types of solid waste will cause it to be classified as other than construction and demolition debris. Collection of construction and demolition debris is to be accomplished via the open market and is outside this solicitation.

“Commission” shall mean the City Commission of the City of Fernandina Beach, Florida.

“Curbside Collection Point” shall be that area on or adjacent to the driveway within five feet of, and in no case more than ten feet from, the street, roadway, or alley, behind the curb or edge of pavement and not by the driving surface of the street or roadway or in the drainage gutter or drainage swale or ditch, not on landscaping of any sort other than grass, and as may be specifically requested by the customer, subject to City review. For disabled and/or elderly customers properly acknowledged, this shall mean the side door or other designated collection point. The Grantee is responsible to appropriately identify, subject to City review, the side door pickup customer premises, making the side yard pickup locations easily identifiable from the driving pavement by the collection route drivers. The Grantee shall provide side door pickup at no additional cost to the City. This is also referred to as roll-out, roll-back service.

“Designated Recovery Facility” shall mean the recycling/processing center(s) specifically agreed upon by the Grantee and the City for the recovery of recyclable materials.

"Disaster debris" shall mean any rubbish or remnants, both combustible and noncombustible, resulting from storms or any emergency condition, requiring special handling and/or equipment for bulk removal of both natural and man-made material.

“Franchise” shall mean this Franchise Agreement “Effective Date” shall mean January 15, 2019.

“Excluded Waste” shall mean any and all debris and waste products generated by land clearing, demolition, building construction or alteration and hauled away by the respective contractor (except do-it-yourself projects) as approved by City representatives; public works type construction projects whether performed by a governmental unit or by contract; contractor generated large amounts of vegetation debris which is more than the customer could reasonably do independently; materials deemed by the City to be hazardous waste and items not allowed at the County landfill or other approved landfill. Yard waste produced by and hauled away by landscape maintenance contractors is also considered excluded waste.

“Franchise Fee” shall mean the fees set forth in Section 5 of the Franchise.

"Garbage" shall mean every accumulation of waste (animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains

or other animal or vegetable matter (including, but not by way of limitation, used tin cans and other food containers); and all putrescible or easily decomposable animal or vegetable waste matter that is likely to attract flies or rodents.

"Grantee" shall mean Advanced Disposal Services Stateline, LLC, ("Advanced Disposal") or "Franchisee" who is granted this exclusive Franchise and hereby undertakes to perform each and every obligation assigned herein and hereby agreed to.

"Grantor" shall mean the City of Fernandina Beach, Florida or "Franchisor".

"Gross Revenue" shall mean and include any and all fees received by Grantee for service and disposal which were generated within the service area pursuant to this Franchise with the exception of those fees associated with storms and other emergencies as defined in Section 28.

"Hazardous Waste" shall mean waste, in any amount, which is deemed, characterized or designated as hazardous by the United States Environmental Protection Agency or appropriate state agency by or pursuant to federal or state law, or waste, in any amount, which is regulated under federal or state law. For purposes of this Franchise, the term Hazardous Waste shall also include motor oil, gasoline, paint and paint cans, and any items containing chlorofluorocarbons or Freon.

"Household Trash" shall mean any and all accumulations of waste material from the operation of a home, which is not included within the definition of garbage. Household Trash shall include all bulky wastes, yard toys, and building material waste from residential type do-it-yourself projects (less than three cubic yards) as approved by City representatives but does not include vegetative matter; and abandoned and improperly placed dumps of the same. Multifamily Dwelling shall mean any building(s) containing more than two permanent living units such as but not limited to condominiums, townhouse complexes and apartment buildings, which utilize Multifamily Dwelling Container Units such as Grantee -provided dumpsters or garbage carts. Within the duration of this contract the City may modify this definition enabling a change of service type to better service the customer and the aesthetic quality of the property. The type, size and number of containers will be determined by the City Manager and/or his designated representative.

"Net Revenue" means gross revenue less expenses directly and proximately related to the operation of the Franchise.

"Occupant" or "Resident" includes individuals, children, firms, associations, joint ventures, partnerships, estates, trusts, syndicates, fiduciaries, corporations, and all other, groups or combinations permitted under Florida law.

"Plastic liner" shall mean a plastic bag no larger than a thirty-five gallon garbage can of sufficient strength to hold contents securely tied at top and not to exceed fifty pounds when full. Receptacle is a general term meaning the container provided to or by the customer that is used by the customer for depositing garbage/trash or recycling and that is emptied by the Grantee such as a cart, dumpster, compactor, roll-off, etc.

"Recycling Carts" shall mean the carts purchased and distributed by the Grantee on behalf of the City for the intended use as a receptacle for recyclable materials for Residential and

Multifamily Dwelling customers. Commercial customers may also use Recycling Carts as receptacles for recyclable materials at the customer option. The purchase, provision, maintenance, and replacement of these carts shall be the responsibility of the Grantee at no additional cost to the City.

"Recycling Collection Service" refers to the collection, transportation, and recovery of recyclable materials by the Grantee from participating residential cart pickup accounts, small commercial cart pickup accounts (optional participation), unique commercial cart pickup accounts (optional participation) and Multifamily Dwelling collection accounts, and Commercial collection accounts (optional participation) in the recycling service area.

"Recyclable Materials" shall mean newspaper, paper, aluminum and metal beverage and food cans, all colors of glass bottles/jars, and plastic bottles/containers, which previously held non-automotive, non-toxic liquid, and such other materials, as mutually agreed by the Grantee and the City, that are recyclable, source separated and co-mingled for single stream recycling collection. Please refer to Section 20: Recycling Program for a more detailed list of Acceptable and Non-Acceptable recycling items.

"Recycling Service Area" refers to the corporate limits of the City of Fernandina Beach, Florida as hereafter amended through annexation.

"Residential Collection & Disposal Service", also known as Residential Cart Pickup Service, shall mean garbage and household trash collection and disposal service to one single family dwelling, or one living unit in a duplex or other multifamily dwelling utilizing cart pickup garbage/trash collection service. The Grantee shall provide the following collection and disposal services to each customer location - garbage/trash, recycling, bulky waste and yard waste. Grantee shall service the garbage/trash cart(s) with rear load vehicles with hydraulic tippers to assist the helper to empty the carts whereas recycling carts will be collected by vehicles with hydraulic side-arm (or tipper) that mechanically empties carts.

"Roll-out, Roll-back" service means the Grantee provides, at no additional cost to the City, roll-out, roll-back service for elderly or disabled residents. This service will be provided to elderly residents or those with short-term or long-term disabilities who are unable to bring their solid waste and recyclables to the curbside collection points. Residents who may have such difficulty putting out their refuse or recyclables may request for roll-out, roll-back service by providing to the Utility Billing Department a physician's note, detailing the duration of the disability. Upon the City's approval, the resident is notified with the confirmed period of roll-out, roll-back service. The Grantee shall collect, within the City approved time period, the elderly/disability resident's refuse and recyclables from their side door or designated locations on the property. The roll-out, roll-back service is available to all other City residents for an additional charge.

"Solid Waste or Refuse" shall include and mean all garbage, dead animals, vegetative garden and yard waste, bulky waste, household trash, construction and demolition debris, commercial trash, abandoned and improperly placed dumps of the same, sludge unregulated under the federal Clean Water Act or Clean Air Act, sludge from the waste treatment works,

water supply treatment plant, or air pollution control facility, or garbage, rubbish, refuse, special waste, or other discarded material, including solid liquid, semisolid, or contained gaseous material resulting from domestic, industrial, commercial, mining, agricultural, or governmental operations. Recovered materials as defined in s. 403.703(7), Florida Statutes, are not solid waste.

"Special material" shall mean bulky materials or other special wastes that are not stored in standard storage containers and cannot be picked up by a normally used collection vehicle. With the exception of major appliances, all wastes such as furniture, "do it yourself" building materials, tree limbs, non-containerized trash piles and any unusually large amount of refuse not suitable for containerization will be picked up at the curb as a special service of the Grantee at no additional charge. This service will be limited to materials that can safely be collected by the use of a mechanical "clamshell" hoist collection vehicle. Discarded major appliances will be collected by Grantee at a charge specified in Section 30. All fees received by the Grantee for the collection of special materials are subject to the City's Franchise Fee.

"Surety" shall mean the party who is bound with and for the Grantee to insure the payment of all lawful debts pertaining to and for acceptable contract performance.

"Yard Waste" shall mean every accumulation of vegetative garden and yard trash which is the accumulation of leaves, grass cuttings, shrubbery cuttings, limbs, trunks, palm fronds or other refuse from the care of lawns, gardens, shrubbery, vines and trees, and improper/abandoned dumps of the same, including (i) loose piles of garden and yard trash which shall be collected with pitch forks, brooms and other tools as needed. If the grass clippings, leaves and pine needles are not containerized, the City may require the Grantee to pick this up and leave a door hanger or flier for residents on the proper procedures for the containment of yard waste; (ii) but not including dirt, soil or sod removed in the renovation or rebuilding of lawns and turfs, not including tree limbs, shrubbery cuttings and the like which exceed six inches in diameter and/or six feet in length and not including contractor-generated accumulations of the same [except where amounts are generally no larger than what the resident(s) could have reasonably generated on their own; City retains sole discretion on this determination. Approximately three cubic yards per residence; (iii) a special pickup may be requested by the customer, and a reasonable service charge may be levied by the Grantee, subject to notification and agreement, of the customer and the City; (iv) landscape maintenance contractors and tree removal contractors are to transport and dispose of generated yard waste from customer locations, and such is considered excluded waste unless the City determines on a case-by-case basis that such shall be collected by the Grantee.

SECTION 2. GRANT OF FRANCHISE.

A. Grantee is hereby granted an exclusive, mandatory residential and commercial Franchise, including every right and privilege appertaining thereto, to operate and maintain a residential recycling and residential and commercial trash, garbage and refuse collection and removal service in, upon, over and across the present and future streets, alleys, bridges, easements and other public places within the limits of this Franchise for the purpose of collecting and disposing of residential recyclables, residential and commercial trash, garbage and other

refuse generated by the citizens, residents and inhabitants of the City of Fernandina Beach, Florida. Grantee is also hereby granted title to all such residential recyclables, residential and commercial trash, garbage and refuse generated within said boundaries, to the extent that the Grantor can establish its legal right to make such grant of title.

B. Grantee understands and agrees that Grantor has the right to use the services of another vendor/contractor for select recycling services such as recycling events and the operation of the City's Recycling Center without breaching the exclusivity granted in Section 2(A) above.

C. Request for Proposals #17-06, including all addendums thereto of the City of Fernandina Beach is herein incorporated by reference, as is the response to the Request for Proposals #17-06 Qualifications and the rate proposal submitted by the Grantee.

SECTION 3. LIMITS OF FRANCHISE.

This Franchise covers the corporate limits of the City of Fernandina Beach, Florida. Grantee agrees that the limits of the Franchise are subject to expansion or reduction by annexation and contraction of municipal boundaries and that Grantee has no vested right in a specific area.

SECTION 4. TERM.

A. This Franchise shall extend the existing Franchise for a period of five years through January 15, 2024, unless sooner terminated by reason of breach of the terms hereof by the Grantee which result in the failure of the Grantee to provide effective and efficient service.

B. This Franchise may be renewed for additional term(s) of no more than five years, or portion of a term, on the same terms and conditions, upon the mutual written agreement of both the Grantor and Grantee. If either party is willing to renew, said party shall give written notice to the other of its willingness to renew said agreement. Such notice shall be given no sooner than nine months and no later than six months before January 15, 2024. Said notice may also be delivered by hand within the above time frame, and if so delivered, a receipt thereof signed by an authorized agent of the Grantor or of the Grantee as applicable, shall be evidence of delivery. Either party shall have thirty days to respond to the request of the other party, indicating their agreement or disagreement with the proposed renewal.

SECTION 5. FRANCHISE CONSIDERATION.

A. The consideration for this Franchise shall be as follows:

1. Garbage, Recycling, Yard Debris

- a. Residential Service: 10% of the rate established in Section 30
- b. Commercial Service: 10% of the rate established in Section 30
- c. Special/Roll off Services: 10% of the rate established in Section 30

2. Recycling: Additionally, the Grantee may appeal for a rate increase on an annual basis if the cost of recycling processing continues to increase. The shared rebate of 50% of Net Revenues received for the sale of Recyclable Materials, as set forth in Section 20 (C) of this Franchise would only occur if such revenues exceed the recycling processing costs.

B. At the present time, this Franchise does not include construction and demolition waste removal service, and no Franchise Fee will be due for those services. Grantee shall not be required to collect Hazardous Waste, dead animals, large branches, trees or bulky or non-combustible materials not susceptible to normal loading and collection in "load packer" type sanitation equipment used for regular collections from domestic households. Branches should be no larger than 4 inches in diameter, no longer than four feet, and not more than three cubic yards in total. This Contract does not include the collection and disposal of any increased volume resulting from a flood, hurricane, or similar or different acts of God over which the Company has no control.

1. It is the Grantor's intent to revise its existing Ordinance to provide for the availability of non-exclusive Franchises for construction and demolition waste removal services. At such time as the Grantor's ordinance is modified, the Grantee will be required to follow the ordinance, and pay the appropriate fees set forth therein.

C. The Franchise Fee will be assessed and collected by the Grantor, and will be added to the Rates as set forth herein.

SECTION 6. ASSIGNMENT.

A. The Franchise rights herein granted to the Grantee shall not be assigned by Grantee except with the express approval of the Grantor, which shall be reflected by a resolution of Grantor. In the event of such an assignment, Grantee shall cause its assigns to execute an Agreement of Acceptance, subject to the approval of the Grantor, evidencing that such assignee accepts the assignment subject to any and all terms, conditions and limitations imposed hereby and which acceptance shall include an affirmative statement evidencing such Grantee's intent to fulfill the obligations imposed by Grantee in contemplation hereof. Notwithstanding the Grantor's approval of such an assignment and assignee's acceptance, Grantee shall guarantee the performance of its assignee and such assignment shall always be with full recourse to Grantee.

B. A transfer of more than 51% of the issued outstanding stock of Grantee shall constitute an assignment for the purpose of this section. Likewise, any transfer of the voting rights amounting to 51% or more of the issued or outstanding stock of Grantee shall constitute an assignment for the purposes hereof.

SECTION 7. BANKRUPTCY OR INSOLVENCY.

If the Grantee files a petition for the appointment of a receiver or a petition of voluntary or involuntary bankruptcy, this Franchise is automatically terminated as of the date of the filing of such petitions.

SECTION 8. DEFAULT.

A. Material failure on the part of the Grantee to comply in any material respect with any of the provisions of this ordinance shall be grounds for a forfeiture of this Franchise, but no such forfeiture shall take effect until Grantor has served upon the Grantee written notice of default setting forth the nature and extent of said default. Following receipt of the notice of default, Grantee shall have one business day to collect any garbage or trash that was not collected at the

regularly scheduled pick up time and shall have ten days to correct, or to notify the City in writing, subject to City approval, how the Grantee intends to correct other identified defaults. If Grantee disagrees with the reasonableness or propriety of Grantor's notice of default, Grantee may protest such default by filing with the City Manager a written protest within three business days of receipt of Grantor's notice regarding a missed trash/garbage pickup and within ten days of receipt of Grantor's notice for other identified defaults.

B. If the Grantor and Grantee cannot agree as to the reasonableness or propriety of the Grantor's notice of default, then the issue shall be resolved by a court of appropriate jurisdiction located in Nassau County, Florida pursuant to Section 16 of this Ordinance.

SECTION 9. RATE CHANGES AND RIGHT OF FIRST REFUSAL.

A. The rates set forth in Section 30 may be adjusted annually beginning on the Anniversary Date of this Franchise to include the Consumer Price Index –Water, Sewer and Trash Collection Services. All Items (base year 1997=100%), as published by the United States Department of Labor – Bureau of Labor Statistics. Such CPI change will be computed each year after the completion of the month of April and any change will be implemented and effective with July billings each year. The Grantee agrees that the rate increase will be limited to a maximum of 4% per year.

1. In May of each year during the term of the Franchise, the Grantor shall notify the Grantee of the Consumer Price Index— Water, Sewer and Trash Collection Services by which the rates set forth herein may be adjusted. The rate increase will be effective starting will bills issued after June 30 of that year.

2. Grantor and Grantee agree that certain Changes in Law, as defined herein, may have such a substantial effect that a rate increase may be required. Grantee may petition the Grantor to adjust its fees based upon increases in the cost of doing business due to said Change in Law. The Grantee's request must be made within 120 days of the occurrence of such change or cost and shall contain reasonable proof and justification to support the need for the rate adjustment. The Grantor may request from the Grantee, and the Grantee shall provide, such further information within its possession as may be reasonably necessary in making its determination. The Grantor shall approve or deny the request, in whole or in part, within sixty days of receipt of the request and all additional information required by the Grantor. The Grantor shall make a reasonable and equitable determination based upon the documentation provided in reaching its decision provided however that Grantor shall not unreasonably withhold consent to any request for fee increase which is based on a legitimate and documented increase in cost.

B. In the event Grantee shall at any time during the term of this Franchise desire to sell the disposal service then existing and shall have received a bona fide offer from any other person, firm, corporation or from any other municipal corporation or county, authority or political subdivision of the State of Florida satisfactory to Grantee to purchase the same, the Grantee shall within ten days after receipt of such bona fide offer advise the Grantor in writing of the purchase price and other terms and conditions of such offer, and the Grantor for a term of thirty days after giving of such notice shall have the option to purchase the disposal service from

Grantee upon the terms and conditions as set forth in said offer. In the event the Grantor shall fail or refuse to exercise the right and option granted to it by this section within the time limit set forth above, Grantee shall have the right to sell the disposal service to the prospective purchaser thereof, subject to the terms of Section 6 of this Franchise.

C. The Grantor also reserves the right to purchase the disposal service at such time as the Grantee is found to be in material default or demonstrates prolonged substandard service. The Grantor also reserves the right to purchase the disposal service at the conclusion of any term of this Franchise. If the Grantor gives notice of its desire to purchase the disposal service, the purchase price shall be based upon an appraisal of all the assets to be sold. The appraiser performing the appraisal shall be mutually agreeable to both parties. The Grantor and Grantee may also agree in writing on another method for determining the purchase price.

SECTION 10. PUBLIC NOTICES AND EDUCATION SERVICES.

A. The Grantee shall partner with the City in developing and implementing public education and community outreach programs. The public education program shall emphasize recycling and waste reduction. The Grantee shall coordinate with the City in the messaging, publication, and dissemination of such information. The City shall retain final approval of all program materials. The Grantee shall have a Social Media Presence with a texting platform to provide news to customers in an expedient manner. The Grantee shall be responsible for all expenses associated with the notices and education services and Social Media required herein and provide the same at no additional cost to the City.

B. Notices:

1. Notice for Commencement of Services: At least a sixty calendar day notification before the coordinated Commencement (Residential, Multifamily Dwelling and Commercial Establishment) concerning the Grantee's Collection and Disposal Services. A 2nd Notice shall be provided to Residential and Commercial customers approximately two weeks before the Commencement/Transition Start Date. The second or third notice should include a refrigerator magnet with the weekly/two times per week pickup schedule for each customer. The notices are to be hand-delivered via door hangers and posted to Social Media. At a minimum, the notice to Residential and Small Commercial Customers shall:

- a. Identify each of the Scheduled Collection Days for the Customer receiving the notice.
- b. Summarize the applicable Set-Out requirements and include other educational and promotional information coordinated between the Grantee and the City. The notice also may provide any other relevant information concerning the Grantee's services.
- c. The City shall retain final approval of all program materials prior to printing and/or distribution.

2. Notices for New Customers: The Grantee shall design and print upon the City's approval and mail or deliver appropriate informational materials for each New Customer. At a

minimum, the notice shall include the same information that is contained in the annual notice to customers. The Grantee will use the Social Media format to expedite this information.

3. Notices Concerning Changes in Collection Schedules: The Grantee shall deliver a notice to each Customer that will be affected by a change in the Scheduled Collection Days. Such Customers shall receive notice approximately two weeks prior to the change. The City's decision on schedules, or changes thereof, shall be final. This Grantee will use the Social Media format for delivering this information immediately to the customer.

5. Notices for Holidays: The Grantee shall provide notice to Customers that will be affected by a change in their Scheduled Collection Days because of a Holiday. The Grantee will use the Social Media format for delivering this information immediately to the customer.

SECTION 11. RESTORATION.

The Grantee agrees to repair all property, public or private, altered or damaged to the extent caused by it, its agents or employees' negligence or misconduct in the performance of its duties herein in as good or better condition as it was before being damaged or altered. The Grantor shall notify the Grantee at least monthly of damages caused by the performance of its operations on streets within the City limits.

SECTION 12. COMPLIANCE WITH LAWS.

Grantee shall conduct operations under this Franchise in compliance with all applicable laws. Grantee specifically agrees to be solely responsible for the enforcement, administration and compliance with all applicable provisions of Chapter 403, Part IV, Florida Statutes, and future amendments thereto.

SECTION 13. LIABILITY INSURANCE; HOLD HARMLESS; WORKERS COMPENSATION.

A. *INSURANCE.* Grantee shall carry commercial general liability insurance in the amount of ~~\$1,000,000~~ \$5,000,000 for each occurrence combined single limit and ~~\$2,000,000~~ \$10,000,000 general aggregate. Grantee will carry commercial automobile liability insurance coverage in the amount of \$5,000,000, covering all of the trucks or other vehicles used for carrying out the work called for in this Franchise. Grantee will also carry commercial excess liability coverage in the amount of \$5,000,000, combined single limit and \$10,000,000 general aggregate. A certificate showing that the Grantee has in full force and effect the aforesaid insurance shall be filed with the Grantor upon execution of this Franchise, and yearly thereafter endeavoring to provide said certificate at least thirty days prior to the date of the expiration of said policies or insurance for each year of said Franchise. The aforesaid insurance shall be in such form and written by such companies whose A.M. Best rating is not less than A+ VII. All such policies shall require thirty days advance notice of the cancellation of the insurance except as otherwise dictated by State law. Said policies of insurance shall name Grantor as additional insured for operations arising out of this contract. The Grantee shall provide Grantor a separate written endorsement showing Grantor as additional insured for all lines of insurance required

hereunder (other than workers compensation insurance). The insurance certificate is attached hereto as Exhibit "A."

B. *WORKERS' COMPENSATION COVERAGE.* Grantee shall carry Workers Compensation insurance on all its employees and show proof of insurance to the Grantor, as requested. All such Workers Compensation policies shall provide for notice by the insurer to the Grantor at least thirty days prior to any termination or revocation thereof except as otherwise dictated by law.

C. *INDEMNIFICATION.* The parties recognize that Grantee is an independent contractor. Grantee agrees to indemnify, hold harmless, and defend the City, its commissioners, mayor, officers, and employees (the "City Parties") , 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 any negligent act or omission in violation of this Agreement of Grantee, its officers, employees, agents, and representatives; provided however, Grantee shall have no obligation hereunder to indemnify, defend or hold harmless the City Parties for any such losses, damages, and claims of any kind arising out of, directly or indirectly, or in connection with the negligent and/or deliberate acts of omissions of the City Parties. Grantee's liability hereunder shall include all reasonable attorney's fees and costs incurred by the City in the enforcement of this indemnification provision in the event the City prevails in such enforcement action. In the event the City does not prevail in its enforcement of this indemnification provision, the City shall reimburse Grantee for all reasonable attorney's fees and costs incurred by Grantee to defend such enforcement action. The obligations contained in this provision shall survive for a period of three years after termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement. Nothing contained in the foregoing indemnification shall be construed to be a waiver of any immunity or limitation of liability the City may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

The City agrees to indemnify, hold harmless, and defend the Grantee, its officers, directors, employees and affiliates (the "Advanced Parties") from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, arising directly or indirectly out of or in connection with any negligent and/or deliberate act or omission of the City, its commissioners, mayor, officers, employees, agents, and representatives; provided however, the City shall have no obligation hereunder to indemnify, defend or hold harmless the Advanced Parties for any such losses, damages, and claims of any kind arising out of, directly or indirectly, or in connection with the negligent and/or deliberate acts of omissions of the Advanced Parties. The City's liability hereunder shall include all reasonable attorney's fees and costs incurred by Grantee in the enforcement of this indemnification provision in the event the Grantee prevails in such enforcement action. In the event Grantee does not prevail in its enforcement of this indemnification provision, Grantee shall reimburse the City for all reasonable attorney's fees and costs incurred by the City to defend such enforcement action. The obligations contained in this provision shall survive for a period of three years after termination of this Agreement and shall

not be limited by the amount of any insurance required to be obtained or maintained under this Agreement or other contract or written instrument between the parties.

SECTION 14. PERFORMANCE BOND.

Grantee shall furnish to the Grantor a performance bond, on a form approved by the Grantor, for the full performance of this Franchise and all of the obligations arising hereunder in the amount of \$500,000. Said bond shall be executed by a surety company approved by Grantor and licensed to do business in Florida. The Performance Bond is attached hereto as Exhibit "B."

SECTION 15. RIGHT TO REQUIRE PERFORMANCE.

The failure of the Grantor at any time to require performance by the Grantee of any provision of this Franchise shall not affect the right of the Grantor to enforce same; nor shall waiver by the Grantor of any breach of any provision in this Franchise be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself. The Grantor, in accord with the provisions of Section 8, shall have the right to terminate this Franchise if Grantee fails to timely correct violations of this agreement as provided in Section 8.

SECTION 16. DISPUTE RESOLUTION.

This Franchise shall be governed by the laws of the State of Florida, and if any controversy shall arise between the parties either party may pursue all available legal remedies in the appropriate Nassau County, Florida court.

SECTION 17. OPERATIONS DURING DISPUTE.

A. In the event that a dispute arises between the Grantor and the Grantee, or any other interested party in any way relating to the terms and conditions, performance or compensation requested under this Franchise, the Grantee shall continue to render service in full compliance with all terms and conditions of this Franchise regardless of the nature of the dispute and Grantor shall continue to pay Grantee for its services.

B. Grantee expressly recognizes the paramount right and duty of Grantor to provide adequate waste collection and disposal service as necessary governmental functions, and further agrees, in consideration for the execution of this Franchise, that in the event of a dispute, said Grantee will neither stop service nor seek injunctive relief in any court, but will either negotiate for an adjustment in the matter in dispute or present the matter to a court of competent jurisdiction located in Nassau County, Florida in an appropriate suit instituted by Grantee.

C. If the term of this Franchise is not renewed, Grantee shall continue to provide service for ninety days following expiration or until a substitute Grantee is in place, whichever comes first.

SECTION 18. STANDARD OF PERFORMANCE.

A. If the Grantee fails to collect the materials herein specified for a period in excess of three consecutive scheduled working days or materially breaches any other substantive provision of this franchise, and fails to cure said breach within three working days after receipt of written notice of said breach by the Grantor, the Grantor may proceed as follows (provided such failure

is not due to war, insurrection, riot, act of God, or other causes beyond the reasonable control of Grantee):

1. Enter into contract(s) or agreement(s) with any other qualified firm(s) to provide solid waste collection and disposal until such time as the Grantee is able to satisfactorily fulfill its responsibilities under this Franchise as determined solely by the Grantor.

SECTION 19. CURBSIDE RECYCLABLE MATERIALS COLLECTION AND DISPOSAL.

A. Grantee shall be required to provide curbside recycling to all residential customers.

B. Grantee shall collect all residential recycling materials within the corporate limits of the City, transport and provide for recovery of said residential recyclable materials at a designated recovery facility. The Grantee shall perform such services as are required to provide a complete residential recyclable materials program.

C. Collection of recyclable materials shall be at curbside or other such locations as will provide ready accessibility to the Grantee's collection crew and vehicle. In the event an appropriate location cannot be agreed upon, the Grantor shall designate the location. Handicapped residents shall be accommodated at no additional fee.

D. The Grantee shall pick up all recyclable materials which have been properly prepared for collection and placed in recycling carts placed at the curbside. The Grantee, at its own cost, shall distribute one cart to hold recyclable materials to be collected to each single-family residence within the service area. Multi-family housing units interested in a recycle program will negotiate with Grantee directly to determine feasibility for implementation. The carts shall be replaced by the Grantee as required. The Grantee shall maintain an adequate supply of carts at all times.

E. The Grantee shall collect all recyclable materials set out for the purpose of recycling from all single family residences. The collection of recyclables shall be conducted using a single cart, furnished by the Grantee, for a commingled/single stream system. As it becomes economically feasible, the Grantee shall provide adequate containers to initiate a multi-material recycling program.

F. All refuse and recyclable materials hauled by the Grantee shall be so contained, held or enclosed that leaking, spilling or blowing are prevented.

G. The Grantee shall make collections with as little noise and disturbance to the residents as practicable and in conformance with the City's Noise Ordinance. Grantee shall handle recycling carts with reasonable care and return them to the approximate curbside location from which they were collected. Any recyclable materials spilled by the Grantee shall be picked up immediately. Recycling carts shall be thoroughly emptied.

H. Grantee shall collect recyclable materials within the service area one time per week. The day of collection shall be the same day as one of the regular collection days for solid waste.

SECTION 20. RECYCLING PROGRAM.

A. The Grantee shall be responsible for maintaining the information and records adequate to determine participation rates and weekly setout rates by percent for each material, volume of solid waste diverted from landfill by percent, weight by material of items recycled, neighborhoods above or below average participation and other information requested by Nassau County or the State of Florida to meet the requirements of the Solid Waste Management Act, any requirements of Florida House Bill 7243, or to obtain grant funds from the Solid Waste Management Trust Fund. The Grantee shall furnish an annual report to the City containing the requested information. Reports shall be on forms and in a format required by the Grantor.

B. To the extent possible, based on availability, capacity and market prices, the Grantee may market the recyclable materials through local business operations in the City of Fernandina Beach. At a minimum, the Grantee shall provide for taking, marketing or storing recyclables at a permitted landfill.

C. The Grantee shall account for all revenues generated through recycling and report all such revenues to the City along with copies of the receipts from the purchaser of the recyclable materials. The Grantee shall remit monthly to the Grantor 50% of the net revenues from the sale of recycled materials. All documentation relating to the collection and payment for recyclable materials shall be subject to audit by the Grantor. Additionally, the Grantee may appeal for a rate increase on an annual basis if the cost of recycling processing continues to increase. The shared rebate of 50% of Net Revenues received for the sale of Recyclable Materials, as set forth in Section 20 (C) of this Franchise would only occur if such revenues exceed the recycling processing costs.

D. On the Effective Date (July 1, 2018), the Grantee shall provide, at its own expense, the following:

(1) Sixty-five gallon recycle carts to all residents imprinted with the City seal and name;

(2) An in-mold label on the top of the cart which details a list of the acceptable and non-acceptable items that may be recycled and the contact information for concerns or complaints; and

(3) Notice in of the change to the recycling program along with a list of acceptable and non-acceptable items.

E. *Acceptable and Non-Acceptable recycle items.* Acceptable items for recycle are as follows:

Household Sized Containers – Must be empty and dry (1 gallon or 1 liter max)

(1) Plastic Resin Codes #1 thru #7 (Code is on the bottom of container)

(2) Glass (All Colors)

(3) Metal Cans (Aluminum & Tin)

Household Paper Materials – Max single item size may not exceed 2ft. by 2ft

- (4) Cardboard Boxes (Must be flattened and, if needed, cut to size.)
- (5) Brown or Grey Food Boxes (Cereal, Dry Food, Baking Ingredients, etc.)
- (6) Mailing Supplies (Junk Mail, Envelopes, Letters, etc.)
- (7) Newspapers (Inserts & Catalogs)
- (8) Brown Paper Bags
- (9) Office Paper (Copy & Print Paper, File Folders)
- (10) Brown or Gray Fiber Packages (Soda Cartons, dry food packages, etc.)

NEVER Acceptable Items & Material

Household Sized Containers= Must be empty and dry (1 gallon or 1 Liter max)

- (1) Plastic Film (No Grocery Bags, Tarps, etc.)
- (2) Food (No Wet or Dry Food Waste)
- (3) Scrap Metal (No metal except household size containers)
- (4) Wood (No Yard Waste, Construction Material, etc.)
- (5) Fabric (No Clothes, Shoes, Blankets, Cloth, etc.)
- (6) Electronics (No Batteries, Computers, Phones, etc.)
- (7) Chemicals (No Paint, Oil, Aerosols, etc.)
- (8) Tires (No Tires of any size)

SECTION 21. COLLECTION SERVICES AND OPERATIONS.

A. Residential

1. Frequency of collection: Grantee shall, on a regularly scheduled day, pick up solid waste at the curbside adjacent to each residence all household garbage two times per week; the collection of horticultural trash shall be one time per week; bulky waste shall be one time per week; on days agreed upon by the Grantee and Grantor. Pickups shall not be reduced by holidays, and pickups normally scheduled to be made on a holiday must be rescheduled and occur in the same week as the holiday. Grantee, at its sole expense, shall notify residences served of the holiday observed and regular pickup schedules at least five days in advance by publication in a local paper or other means approved by Grantor.

(a) During the term of this Franchise the Grantor may elect to change the frequency of residential garbage collection for City residents from two times per week to one time per week. Grantor will provide Grantee with a minimum sixty days prior written notice before Grantee will be made to implement the change. Residents that have a Fletcher Avenue or Ocean Avenue address will remain on a two times per week schedule even if Grantor opts to reduce other

residential service to once per week. Residential rate for those that are changed to one per week pickup shall be reduced. See SECTION 30. RATES, CHARGES, BILLING AND AUDITS.

(b) Holidays: The following holidays may be observed by Grantee for purposes of this clause: New Year's Day, Independence Day (July 4), Thanksgiving Day and Christmas Day.

2. Schedule: Regularly scheduled pick up days for household garbage shall be as agreed upon between the Grantor and the Grantee. All schedules and routes are subject to being rescheduled as mutually agreed to by the Grantor and Grantee. The Grantor, at the request of the Grantee or on its own, may extend, suspend or modify these schedules in the event of a natural disaster, health hazard or any other state of emergency requiring such action.

3. Quantity: Grantee shall be required to pick up all household garbage generated by residential premises, provided same is placed in the garbage cart. Grantee shall also be required to pick up all household garbage from the curbside of residential premises when properly bagged or otherwise contained and placed by the garbage cart.

4. Collections. All collections shall normally be made in residential areas no earlier than 6:00 am and no later than 8:00 pm, with no service on Sunday, except in declared emergencies. Grantee shall make collections with a minimum of noise and disturbance and in conformance with the City's Noise Ordinance. Garbage carts shall be handled carefully by the Grantee and shall be thoroughly emptied and left where they were found at the curbside. All work shall be done in a safe and sanitary manner. All waste spilled by Grantee shall be picked up and removed by Grantee. Grantee shall provide a single-axle truck for servicing certain compact residential areas, such as Amelia Park and the downtown area.

5. Special services: Services such as back door collection, below ground collection, removal of any refuse other than garbage or rubbish as defined herein, including white goods and appliances or additional pickups shall be provided on a separate fee basis upon terms agreed to by the Grantee and the customer. Charges for special services shall not be unreasonable or excessive. Household garbage services shall be provided at the rear or side residence for handicapped persons approved by the Grantor at no extra charge.

6. Roll-out/Roll-back service: Those customers holding a Short Term Resort Rental license are required to have Roll-out/Roll-back service, for which a fee will be charged.

7. Garbage: Garbage shall be placed for collection separately from rubbish and shall be placed in the garbage carts furnished by the Grantee with capacities of ninety-six gallons. Smaller carts will be made available to special needs customers (elderly or handicapped) upon request with the Grantor's approval. Plastic bags of at least thirteen gallons and not more than thirty-five gallons securely tied may also be used as long as those bags do not weigh in excess of fifty pounds per container/bundle.

8. Yard waste: Yard waste generated by residents from improved residential properties will be collected by the Grantee. Residents shall bag, containerize and/or bundle horticulture trash (not to exceed fifty pounds per container or bundle, and with branches not to exceed four feet in length and four inches in diameter).

9. Hazardous materials: Grantee shall not be required to collect hazardous materials, including without limitation Hazardous Waste.

10. Location of Residential Waste for collection: Persons in occupancy of each residential abode shall place their garbage carts at the curb no sooner than 6:00 pm the day before a scheduled pick-up and shall remove the garbage carts by midnight of the day of the pick-up, unless the occupant or resident has been approved for back door, side door or roll-out/roll-back pickup or the occupant of resident has negotiated a special service collection at another location.

11. Customer restrictions: Grantee shall not be required to collect Residential Waste when such waste is not generated on the residence served. Grantee shall have the right to terminate service to any customer violating this section only after prior notification to the customer and approval by the Grantor.

12. Grantee shall be required to provide Garbage Carts and Recycle carts at its own expense.

B. *Commercial*

1. Frequency of collection: Grantee shall, on a regularly scheduled day, pick up all garbage, rubbish, and wastes. However, pickups normally scheduled to be made on a holiday shall be rescheduled with the approval by the commercial establishment.

(a) Holidays: The following holidays may be observed by Grantee for purposes of this clause: New Year's Day, Independence Day (July 4), Thanksgiving Day and Christmas Day.

2. Schedule: Commercial collection shall be on days agreed to by the Grantee and commercial establishment. The Grantor, or its designee, is authorized to extend, suspend or modify these schedules in the event of a natural disaster, health hazard or any other state of emergency requiring such action.

3. Quantity: Grantee shall be required to pick up all garbage and rubbish generated by a commercial establishment, provided same is placed in a waste receptacle.

4. Collections: All collections shall normally be made at commercial establishments no earlier than 3:00 am and no later than 8:00 pm. These times may be adjusted by mutual agreement of the parties. Grantee shall make collections with a minimum of noise and disturbance and in conformance with the City's Noise Ordinance. Waste receptacles shall be handled carefully by the Grantee and shall be thoroughly emptied and left where they were found. All work shall be done in a safe and sanitary manner. All waste spilled by Grantee shall be picked up and removed by Grantee.

5. Special services: For items requiring roll-off service or any special handling, removal of any refuse other than garbage or rubbish as defined herein or additional pickups, all charges are to be negotiated between the Grantee and the customer. Requests for pickups of special materials as defined herein shall be considered as requests for special pickup services. Charges for special services shall not be unreasonable or excessive and shall be subject to the City's Franchise Fee.

6. Waste receptacles:

(a) Garbage and rubbish: Garbage and rubbish shall be placed for collection within a commercial container.

(b) Hazardous and biohazardous materials: Grantee shall not be required to collect hazardous or biohazardous materials or Hazardous Waste.

(c) Carts in the downtown Central Business District must be clearly labeled with the name of the business it is assigned to. Grantee shall provide these labels.

7. Location of commercial waste for collection: All commercial establishments receiving service pursuant to this Franchise shall keep waste receptacles, disposal containers and other such items at location(s) approved by the City.

8. Customer restrictions: Grantee shall not be required to collect commercial waste receptacles containing garbage or refuse when such waste is not generated in the commercial establishment served. Grantee shall have the right to terminate service to any customer violating this section only after prior notification to the customer and approval by the Grantor.

9. Removal of improper receptacles: Any container used for the collection and storage of commercial waste which fails to meet the standards prescribed by the Grantor shall be clearly marked, specifying the manner in which the container fails to meet the requirements. Such marked, nonconforming containers shall be removed from service by the Grantee.

C. Special Events

1. In addition to regular residential and commercial collections, Grantee shall be the service provider for collection services during and after City-sponsored special events. These events include, but are not limited to, the annual Shrimp Festival occurring the first weekend in May of each year. The Grantee shall provide these services at their cost.

SECTION 22. OFFICE HOURS.

The Grantee's office shall remain open for residential and commercial establishment customers Monday through Friday from 8:00 am to 5:00 pm for the purpose of handling complaints, requests for new or replacement containers and to schedule bulk pick-ups, and for that purpose, there shall be maintained an adequate number of telephones and a responsible person in charge during the hours specified above. The Franchisee shall maintain a local calling area phone line, or toll-free number, to receive customer inquiries and complaints during the business hours stated in this section. These requirements do not apply on the legal holidays identified in Section 21.

SECTION 23. COLLECTION EQUIPMENT.

The Grantee shall have on hand at all times sufficient equipment in good working order and of the minimum weight necessary to permit Grantee to perform its duties hereunder fully, adequately and efficiently. Equipment shall be purchased from nationally known and recognized manufacturers of garbage collection and disposal equipment. Garbage collection equipment shall be kept clean, sanitary; neat in appearance, in good repair at all times, and shall be equipped with back-up warning lights and alarm. The Grantee, shall at all times, have available reserve

equipment, which can be put into service and operation within two hours of any breakdown. Such reserve equipment shall substantially correspond in size and capability to the equipment normally used by the Grantee to perform its duties hereunder.

SECTION 24. DISPOSAL.

All garbage and solid waste shall be hauled to sites or facilities legally empowered to accept it for treatment or disposal. The Grantor reserves the right to approve or disapprove of sites, taking into account all governmental regulations, routes within the Franchise area, and the rules and regulations of the governmental body having jurisdiction over said sites and facilities.

SECTION 25. ROUTES AND SCHEDULES.

The Grantee shall periodically provide the Grantor with schedules of residential collection routes and keep such information current at all times. In the event of changes in routes, schedules, or other program changes that will alter the day of pickup or the type of materials that are picked up, Grantee shall notify each customer affected by either direct mail or door hangers which the Grantor shall approve for such purpose. Grantee shall also notify customers by placing an advertisement prominently displayed in a local newspaper on at least two occasions, the latter being at least one week prior to the change. All such changes in routes, schedules, and programs will also be immediately communicated to Grantor at the time determined by the Grantee.

SECTION 26. GRANTEE PERSONNEL.

Grantee shall assign a qualified person to be in charge of operations under this Franchise and shall give the name and qualifications of said person to the Grantor. Grantor requires that Grantee's collection employees wear clean uniforms bearing Grantee's company name. Each person employed to operate a vehicle shall at all times carry a valid CDL driver's license for the type of vehicle being driven, and it shall be the Grantee's sole responsibility to assure that all drivers are properly licensed. Grantor may request the dismissal of any employee of Grantee who violates any provisions of this subsection or who is found to have been wanton, negligent or discourteous in the performance of his or her duties. Grantee shall provide operating and safety training for all personnel. Wages of all employees of Grantee shall be equal to or exceed the minimum hourly wages for such employees established by local, state or federal law. Grantee shall supply a schedule of all employee wage scales to Grantor upon request.

SECTION 27. SPILLAGE AND LITTER.

A. The Grantee shall not litter on any premise in the process of making collections, but shall not be required to collect any waste material that has not been placed in supplied or approved containers or in a manner herein provided, unless previous arrangements have been agreed upon between the Grantor and the Grantee.

B. During hauling, all solid waste or liquids shall be contained, held or enclosed so that leaking, spilling or blowing is prevented. In the event of spillage by the Grantee, the Grantee shall promptly clean up the litter.

SECTION 28. STORMS AND OTHER EMERGENCIES.

A. In the case of a storm or disruption caused by other severe emergency (e.g., war, insurrection, riot, or act of God) not caused by the Grantee, Grantor may allow Grantee a reasonable variance from regular schedules. As soon as practicable after such storm or other emergency, Grantee shall inform the Grantor of the estimated time required before regular schedules and routes can be resumed and, upon request of Grantor, Grantee shall provide notice to residential premises and commercial establishments in the service area.

B. In the event of a declared disaster and/or any event requiring mass cleanup operations during the period of the Franchise, Grantee shall, if requested and to the extent directed by the Grantor, participate in said cleanup. Grantee shall be compensated by the Grantor in accordance with terms and conditions of a negotiated agreement.

C. The Grantee shall have a disaster response plan for removal and disposal of excessive amounts of debris or refuse accumulated in the event of a storm of catastrophic proportions, any natural calamity, riot or any severe domestic disturbance. The Grantee shall have, at all times, written agreements with a subcontractor to supplement the collection, hauling and disposal of such wastes, in the event that the Grantee's resources are insufficient to effect a timely clean-up. Such agreement shall contain operational details and the add-on unit pricing for collection, hauling, and disposal cost. The subcontractor agreement shall be reviewed and approved by the City. In the event of a small disaster, the City and the Grantee shall meet and coordinate expeditiously to formulate and agree upon the specific clean-up plan. In the event of a small disaster or a severe domestic disturbance, the City shall have the option to utilize any combination of the Grantee's services, the Grantee's subcontractors, the City's own contractors, or any adjacent municipality or County forces provided through mutual aid. In the event of a small disaster such as a hurricane, the Grantee will be expected to continue with collection services and closely coordinate with the City when to cease operations within the City's city limits. Currently, the City's Disaster Plan calls for the Grantee to resume and continue the collection schedule as soon as safely possible.

SECTION 29. NONDISCRIMINATION PROVISION.

The Grantee agrees that it has adopted and will maintain and enforce a policy of nondiscrimination on fire basis of race, color, religion, sex, age, handicap, disability or national origin. Said nondiscrimination policy shall apply to employment practices of the Grantee and the provision of services. The Grantee agrees that on written request it will permit reasonable access by Grantor to its records of employment, employment advertisements, application forms, and other pertinent data and records for purposes of investigation to ascertain compliance with the nondiscrimination provisions of this Franchise, provided, however, that Grantee shall not be required to produce for inspection any record covering any period of time more than two years prior to the date of the Franchise.

SECTION 30. RATES, CHARGES, BILLING AND AUDITS.

A. Rates:

1. For residential recycling and the collection of garbage, rubbish, and yard waste, and bulk waste/mixed piles the fee paid to Grantor by Grantee shall be \$18.95 per month for twice

per week service at the Effective Date and will remain until the CPI rate adjustment provision specified in Section 9 is applied in 2019. A breakdown of the initial residential garbage, recycling, rubbish and yard waste fees is shown below:

Service Component	Fee Charged by City	Rate Paid to ADS
Garbage – twice a week	\$8.51	\$7.74
Recycling – once a week	\$5.67	\$5.15
Yard Debris – once a week	\$4.41	\$4.01
Bulk Waste/Mixed Piles – once a week	\$2.26	\$2.05
TOTAL	\$20.85	\$18.95

2. The Grantor shall have the right to change the frequency of residential garbage pickup during the term of this Franchise. Grantor will provide Grantee a minimum of sixty days prior written notice before the change shall be implemented by Grantee. Residential fee paid to Grantee by Grantor shall be reduced by a certain percentage that will be determined at the time of the service level change. At that time, the Grantee will negotiate in good faith with the Grantor on the reduction of the Residential rate/fee paid to Grantee for the one time per week pickup.

3. For garbage, rubbish, yard debris for the initial term of this Franchise, the monthly rate for commercial establishments fees is shown below:

Commercial Rates							
Rates For:	1 pickup per week	2 pickup per week	3 pickup per week	4 pickup per week	5 pickup per week	6 pickup per week	7 pickup per week
95 gallon carts	\$15.02	\$30.04	\$45.06	\$60.08	\$75.10	\$90.12	\$105.14
2 yard container	\$45.47	\$90.93	\$136.40	\$181.86	\$227.33	\$272.79	\$318.26
4 yard container	\$90.93	\$181.86	\$272.79	\$363.72	\$454.65	\$545.58	\$636.51
6 yard container	\$136.40	\$272.79	\$409.19	\$545.58	\$681.96	\$818.37	\$954.77
8 yard container	\$181.86	\$363.72	\$545.58	\$727.44	\$909.30	\$1,019.16	\$1,273.02

*Compacted front load service will be priced based on \$7.53 per compacted yard

**prices listed do not include 10% franchise fee provided for in Section 5

4. The rates for other services is shown below:

Other Services	
10 yard roll-off price per haul	\$247.32
20 yard roll-off price per haul	\$247.32
30 yard roll-off price per haul	\$247.32
Garbage compactor price per haul	\$267.32
Special Clean-up of right-of-way	NO ADDITIONAL CHARGE
White Goods (on call service)	\$14.00/per item

*prices listed do not include 10% franchise fee provided for in Section 5

5. During the term of this franchise no fuel surcharges may be applied or charged by the Grantee.

B. The Grantee is to provide solid waste removal and recycling services to all of the City's facilities, parks including parks, complexes, and recycle stations at no charge. The Grantee will provide six commercial containers of not less than six cubic yards each at no cost to the City for City sponsored events such as City-wide cleanups.

C. *Billing for Services*

1. Residential, Commercial and Special Services.

a. The Grantor shall bill for residential, commercial establishments and special services rendered. The billing will be in conjunction with the other utility billings performed by the Grantor, or such other method as the Grantor may from time to time determine. Bills will be sent to the Residential Units, Commercial Establishments and for Special Services not less than quarterly. Therefore, the Grantee will receive payment on a monthly basis, based on the amounts actually collected by the Grantor, less the Franchise Fee.

b. Requests for opening new residential and commercial accounts will be received at the City. The customer will then be referred to the Grantee to request new containers. Within 1 business day of receiving said requests from the new customer, the Grantee shall be required to provide a new garbage cart and recycle cart (if requested), or such commercial container as requested by the new customer, and shall begin the service for the new customer on the next scheduled pick-up. At the time of delivery of the garbage cart and recycle cart or commercial container, the Grantee shall provide written notice to the new customer of the pick up days for all service.

c. For discontinued services, the billing shall stop on the disconnect date.

5. Where the lack of performance by Grantee is continuous and determined by the City Manager to constitute a threat to the health, safety or welfare of residents and commercial establishments. "Welfare" as used in this subsection shall include the direct and indirect economic effects of Grantee's failure to perform.

C. Administrative charges shall be assessed only for verified complaints which indicate that the Grantee has failed to meet the minimum standards stated herein. Grantee shall be required to keep accurate records of complaints received, and shall forward all complaints to the City Manager, or the City Manager's designated representative. The City Manager may verify complaints through whatever means he deems to be appropriate, including field review or contact with the individuals filing the complaints. Complaints verified by the City Manager will be assessed administrative charges in accord with the following schedule:

SCHEDULE OF ADMINISTRATIVE CHARGES

1. Failure to clean up spilled refuse per \$50 per incident
incident
2. Failure to collect solid waste per \$50 per incident
location or special collection solid
waste at any premises at or within the
service area
3. Failure to complete each route on the \$1,000 per route not completed
regular scheduled pickup date
4. Failure to keep equipment in clean, \$100 per vehicle per day
safe and sanitary manner
5. Failure to have vehicle operator \$100 per day per incident
properly licensed
6. Failure to maintain office hours as set \$100 per incident
forth in Section 22
7. Failure to replace or repair any \$25 per incident
damage caused by Grantee or his
personnel

D. Within five business days of the date of the City Manager's action imposing such administrative charge, Grantee shall be notified in writing by certified United States Mail, return receipt, of the assessment of administrative charges and the basis for such assessment. Grantee may contest such assessments by filing a written protest stating the reasons for disagreement within five business days of the receipt of the notice of an assessment. The protest will be acted upon by the City Commission at a regularly scheduled meeting.

d. The Grantee is required to report all new services and changes in service to the Grantor (City) no later than the first day of the following month for billing purposes.

e. In consideration for the Grantor handling the customer billing, payment and related customer service functions related to billing, Grantee will pay to Grantor the sum of 1% of the previous month's net billing to Grantor. This payment will be due within fifteen days of the invoicing of such billing and payment processing fee by Grantor.

SECTION 31. COMPLAINTS & CHARGES FOR FAILURE OF PERFORMANCE.

A. Grantee shall have one business day (see also Section 8 above) to collect any garbage or trash that was not collected at the regularly scheduled pick up time and shall have seven days to correct, or to notify the City in writing, subject to City approval, how the Grantee intends to correct other identified complaints. Grantee shall supply Grantor weekly with copies of all complaints on a form approved by the Grantor and indicate the disposition of each. Each month such record shall be available for inspection by Grantor at all times during the business hours specified herein. The complaint record/form shall indicate the day and hour on which the complaint was received and the day and hour on which the complaint was resolved. When a complaint is received on the day preceding a holiday or on a Sunday, it shall be remedied the next working day. The Grantee shall establish procedures acceptable to the Grantor to ensure that all customers are notified of the complaint procedure. To prevent misunderstanding and any litigation, the CITY, shall decide any and all questions which may arise concerning the quality and acceptability of the work and services performed, the sufficiency of performance, and the acceptable fulfillment of the contract on the part of the FRANCHISEE; and the CITY will determine whether or not the amount, quantity, character and quality of the work performed is satisfactory, which determination shall be final, conclusive and binding upon both the CITY and the FRANCHISEE so long as such determination is not unreasonable or arbitrary. The CITY shall make such explanation as may be necessary to complete, explain or make definite the provisions of this FRANCHISE; and its findings and conclusions shall be final and binding upon both parties, provided such determinations are not unreasonable or arbitrary.

B. Upon the recommendation of the City Manager or his designee, and reasonable notice to Grantee, administrative charges may be assessed against the Grantee should it be determined that:

1. Total residential complaints during any calendar month involve more than 4% of the total residential customers within the service area;
2. Total residential complaints during the Grantor's fiscal year exceed more than 5% to the total residential customers with the service area;
3. Total commercial complaints during any calendar month involve more than 3% of the total commercial customers with the service area;
4. Total commercial complaints during the Grantor's fiscal year exceed more than 6% to the total commercial customers within the service area; or

SECTION 32. MISCELLANEOUS.

A. Notices. All notices required herein shall be sent via certified mail, return receipt requested to the addresses contained herein.

For the Grantor:

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

With a copy to the City Attorney at the same address.

For the Grantee:

Attn: Jeff Edwards
Advanced Disposal Services Stateline, LLC
450496 State Road 200
Callahan, FL 32011

SECTION 33. REPEAL OF SECTIONS IN CONFLICT.

All ordinances or parts of ordinances and all resolutions in conflict herewith be and the same are hereby repealed.

SECTION 34. SEVERABILITY.

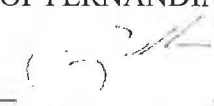
If any section, part of a section, paragraph, clause phrase or word of this agreement is declared invalid, the remaining provisions of this Franchise shall not be affected.

SECTION 35. EFFECTIVE DATE.

This ordinance shall take effect immediately upon its final adoption by the City Commission of the City of Fernandina Beach, Florida, and the signature of the Mayor, and upon filing of Grantee's written acceptance with the City Clerk.

PASSED AND ENACTED this 19th day of June, 2018, at public hearing on second and final reading.

CITY OF FERNANDINA BEACH



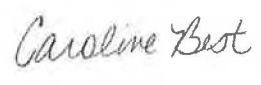
John A. Miller
Commissioner-Mayor

APPROVED AS TO FORM & LEGALITY:



Tammi E. Bach
City Attorney

ATTEST:



Caroline Best
City Clerk

Date of First Reading May 15, 2018

Date of Advertisement: June 6, 2018

Date of Second Reading and Public Hearing June 19, 2018

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the 19th day of June, 2018.

CITY OF FERNANDINA BEACH



Dale L. Martin, City Manager



John A. Miller, Mayor-Commissioner

ATTEST:

APPROVED AS TO FORM AND LEGALITY:



Caroline Best, City Clerk

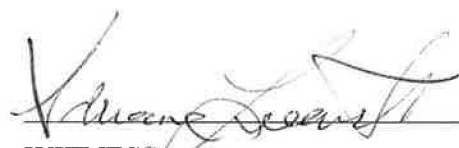


Tammi E. Bach, City Attorney

ADVANCED DISPOSAL SERVICES STATELINE, LLC



Advanced Disposal Service Representative



WITNESS



Ordinance 2018-10
Exhibit "A"

Page 1 of 2



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/29/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis of Virginia, Inc. c/o 26 Century Blvd P O. Box 305191 Nashville, TN 37205191 USA	CONTACT NAME PHONE (Alt. No. Ext.) 1-877-946-7378 FAX (Alt. No.) 1-888-467-2378 E-MAIL ADDRESS certificates@willis.com
INSURED Advanced Disposal Services, Inc. (See Attached List of Named Insureds) 90 Fort Wade Rd. Ponte Vedra, FL 32081	INSURER(S) AFFORDING COVERAGE INSURER A Arch Insurance Company NAIC# 11150 INSURER B Allied World National Assurance Company 10690 INSURER C Illinois Union Insurance Company 27960 INSURER D Arch Indemnity Insurance Company 30830 INSURER E INSURER F

COVERAGES CERTIFICATE NUMBER: W4488729 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR Ltr	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF. MM/DD/YYYY	POLICY EXP. MM/DD/YYYY	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER ☒ POLICY ☐ PRO- JECT ☐ LOC ☐ OTHER	Y		31GPP4985405	11/20/2017	11/20/2018	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ex occurrence) \$ 1,000,000 MED EXP (Any one person) \$ PERSONAL & ADY INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP OF AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY			31CAB4985505	11/20/2017	11/20/2018	COMBINED SINGLE LIMIT (Ex accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ RETENTIONS \$ 10,000			03098718	11/20/2017	11/20/2018	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in FL) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N No	N/A	31WCI4985305	11/26/2017	11/20/2018	☒ PER STATUTE ☐ COM- P E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Pollution Liability			PPLG27059065002	11/20/2015	11/20/2018	Aggregate/Occurrence \$25,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule may be attached if more space is required)
Umbrella Liability follows form over the General Liability, Auto Liability and Employers Liability.
Umbrella coverage provides additional limits over the Commercial General Liability, Automobile Liability and Employers Liability policies.
SEE ATTACHED

CERTIFICATE HOLDER CANCELLATION

City of Fernandina Beach Attn: City Clerk's Office - RFP# 17-06 204 Ash Street Fernandina Beach, FL 32034	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

GR ID 15361650

BATCH: 526241

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Advanced Disposal



AGENCY CUSTOMER ID: _____
LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis of Virginia, Inc.		NAMED INSURED Advanced Disposal Services, Inc. (See Attached List of Named Insureds) 90 Fort Wade Rd. Ponte Vedra, FL 32081	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Auto policy includes CA9948 (Pollution Liability - Broadened Coverage for Covered Autos - Business Auto and Motor Carrier Coverage Form).

General Liability policy has a \$10M per policy aggregate with a \$2M per location aggregate.

City of Fernandina Beach, Owner, Construction Manager, General Contractor, their officers, directors, partners, representatives, agents and employees are included as an Additional Insured as respects to General Liability, where required by written contract.

General Liability policy shall be Primary and Non-Contributory with any other insurance in force for or which may be purchased by Additional Insureds, where required by written contract.

INSURER AFFORDING COVERAGE: Arch Indemnity Insurance Company
POLICY NUMBER: 34WCI0519205 EFF DATE: 11/20/2017 EXP DATE: 11/20/2018 NAIC#: 30830

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Worker's Compensation - KY/MO/PA	E.L. Each Accident:	\$1,000,000
Per Statute	E.L. Disease-Pol Lim:	\$1,000,000
	E.L. Disease-Ea Empl:	\$1,000,000

INSURER AFFORDING COVERAGE: Arch Insurance Company
POLICY NUMBER: 31CAB0502305 EFF DATE: 11/20/2017 EXP DATE: 11/20/2018 NAIC#: 11150

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Automobile Liability	Combined Single Lim:	\$4,000,000
Any Auto	SIR:	\$1,000,000

ACORD 101 (2008/01)

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SR ID: 15361650 BATCH: 526241 EXP: W4488728



Advanced Disposal



Named Insured:

ADS Renewable Energy – Eagle Point, LLC
ADS Renewable Energy – Stones Throw, LLC
ADS Renewable Energy – Wolf Creek, LLC
ADS Solid Waste of NJ, Inc.
Advanced Disposal Recycling Services Atlanta, LLC
Advanced Disposal Recycling Services Gulf Coast, LLC
Advanced Disposal Services Alabama CATS, LLC
Advanced Disposal Services Alabama EATS, LLC
Advanced Disposal Services Alabama Holdings, LLC
Advanced Disposal Services Alabama, LLC
Advanced Disposal Services Arbor Hills Landfill, Inc.
Advanced Disposal Services Atlanta, LLC
Advanced Disposal Services Augusta, LLC
Advanced Disposal Services Biloxi MRF, LLC
Advanced Disposal Services Birmingham, Inc.
Advanced Disposal Services Blackfoot Landfill, Inc.
Advanced Disposal Services Blue Ridge Landfill, Inc.
Advanced Disposal Services Carolinas, LLC
Advanced Disposal Services Cedar Hill Landfill, Inc.
Advanced Disposal Services Central Florida, LLC
Advanced Disposal Services Chestnut Valley Landfill, LLC
Advanced Disposal Services Cobb County Recycling Facility, LLC
Advanced Disposal Services Cobb County Transfer Station, LLC
Advanced Disposal Services Cranberry Creek Landfill, LLC
Advanced Disposal Services Cypress Acres Landfill, Inc.
Advanced Disposal Services Eagle Bluff Landfill, Inc.
Advanced Disposal Services East, Inc.
Advanced Disposal Services Eastern PA, Inc.
Advanced Disposal Services Emerald Park Landfill, LLC
Advanced Disposal Services Evergreen Landfill, Inc.
Advanced Disposal Services Glacier Ridge Landfill, LLC
Advanced Disposal Services Greentree Landfill, LLC
Advanced Disposal Services Gulf Coast, LLC
Advanced Disposal Services Gwinnett Transfer Station, LLC
Advanced Disposal Services Hancock County, LLC
Advanced Disposal Services Hickory Meadows Landfill, LLC
Advanced Disposal Services Hoosier Landfill, Inc.
Advanced Disposal Services Jackson, LLC
Advanced Disposal Services Jacksonville, LLC
Advanced Disposal Services Jones Road, LLC
Advanced Disposal Services Lancaster Landfill, LLC
Advanced Disposal Services Lithonia Transfer Station, LLC
Advanced Disposal Services Macon, LLC
Advanced Disposal Services Magnolia Ridge Landfill, LLC
Advanced Disposal Services Mallard Ridge Landfill, Inc.
Advanced Disposal Services Maple Hill Landfill, Inc.
Advanced Disposal Services Middle Georgia, LLC
Advanced Disposal Services Midwest, LLC
Advanced Disposal Services Milledgeville Transfer Station, LLC
Advanced Disposal Services Mississippi Holdings, Inc.
Advanced Disposal Services Mississippi, LLC
Advanced Disposal Services Mobile Transfer Station, LLC
Advanced Disposal Services Morehead Landfill, Inc.
Advanced Disposal Services National Accounts Holdings, Inc.
Advanced Disposal Services National Accounts, Inc.

Advanced Disposal Services North Alabama Landfill, LLC
Advanced Disposal Services North Georgia, LLC
Advanced Disposal Services Oak Ridge Landfill, Inc.
Advanced Disposal Services Orchard Hills Landfill, Inc.
Advanced Disposal Services Pasco County, LLC
Advanced Disposal Services Pecan Row Landfill, LLC
Advanced Disposal Services Pontiac Landfill, Inc.
Advanced Disposal Services Prattville C&D Landfill, LLC
Advanced Disposal Services Renewable Energy, LLC
Advanced Disposal Services Rogers Lake, LLC
Advanced Disposal Services Rolling Hills Landfill, Inc.
Advanced Disposal Services Selma Transfer Station, LLC
Advanced Disposal Services Seven Mile Creek Landfill, LLC
Advanced Disposal Services Smyrna Transfer Station, LLC
Advanced Disposal Services Solid Waste Leasing Corp.
Advanced Disposal Services Solid Waste Midwest, LLC
Advanced Disposal Services Solid Waste Southeast, Inc.
Advanced Disposal Services Somerset, Inc.
Advanced Disposal Services South Carolina, LLC
Advanced Disposal Services South, LLC
Advanced Disposal Services Star Ridge Landfill, Inc.
Advanced Disposal Services Stateline, LLC
Advanced Disposal Services Summer Landfill, Inc.
Advanced Disposal Services Taylor County Landfill, LLC
Advanced Disposal Services Tennessee Holdings, Inc.
Advanced Disposal Services Tennessee, LLC
Advanced Disposal Services Valley Meadows Landfill, LLC
Advanced Disposal Services Valley View Landfill, Inc.
Advanced Disposal Services Vasko Rubbish Removal, Inc.
Advanced Disposal Services Vasko Solid Waste, Inc.
Advanced Disposal Services Wayne County Landfill, Inc.
Advanced Disposal Services Western PA, Inc.
Advanced Disposal Services Zion Landfill, Inc.
Advanced Disposal Services, Inc.
Advanced Disposal Waste Holdings Corp.
Baton Rouge Renewable Energy, LLC
Burlington Transfer Station, Inc.
Caldwell Partnership, LLC
Cartersville Transfer Station, LLC
Caruthers Mill C&D Landfill, LLC
CGS Leasing, Inc.
CGS Services, Inc.
Champion Transfer Station, LLC
Community Refuse Service, LLC
Diller Transfer Station, LLC
DLD Limited Partnership
Doraville Transfer Station, LLC
Eagle Point Landfill, LLC
Eco-Safe Systems, LLC
F.D.S. Disposal II, LLC
Hall County Transfer Station, LLC
Harmony Landfill, LP
Highstar Royal Oaks I, Inc.
Highstar Royal Oaks II, Inc.
Hinkle Transfer Station, LLC
HWStar Holdings Corp.
IWStar Waste Holdings Corp.
Jones Road Landfill and Recycling, Ltd.



Advanced Disposal



Land and Gas Reclamation, Inc.
Landsouth, Inc.
Moretown Landfill, Inc.
Mostoller Landfill, LLC
Nassau County Landfill, LLC
NEWS MA Holdings, Inc.
NEWS Mid-Atlantic Holdings, Inc.
NEWS North East Holdings, Inc.
NEWStar Waste Holdings Corp.
North East Waste Services, Inc.
North East Waste Transport, Inc.
Old Kings Road Solid Waste, LLC
Old Kings Road, LLC
Parker Sanitation II, Inc.
Pasco Lakes Inc.
PDC Disposal Co., Inc.
Precision Waste Services
Sister's Sanitation Services, LLC
South Hadley Landfill, LLC
South Suburban, LLC
SSI Southland Holdings, Inc.
St. Johnsbury Transfer Station, Inc.
Stone's Throw Landfill, LLC
Summit, Inc.
Superior Waste Services of New York City, Inc.
Tallassee Waste Disposal Center, Inc.
Trash Taxi, LLC
Turkey Trot Landfill, LLC
Vermont Hauling, Inc.
Waitsfield Transfer Station, Inc.
WBLF Acquisition Company, LLC
Welcome All Transfer Station, LLC
Western Maryland Waste Systems, LLC
Wolf Creek Landfill, LLC
WSI Medical Waste Systems, Inc.
WSI of New York, Inc.
WSI Sandy Run Landfill, LLC



Advanced Disposal



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NOTICE OF CANCELLATION – CERTIFICATE HOLDERS
(SPECIFIED DAYS)**

The person(s) or organization(s) listed or described in the Schedule below have requested that they receive written notice of cancellation when this policy is cancelled by us. We will mail or deliver to the Person(s) or Organization(s) listed or described in the Schedule a copy of the written notice of cancellation that we sent to you. If possible, such copies of the notice will be mailed at least 60 days, except for cancellation for non-payment of premium which will be mailed 10 days, prior to the effective date of the cancellation, to the address or addresses of certificate holders as provided by your broker or agent.

Schedule

Person(s) or Organization(s) including mailing address:

ALL CERTIFICATE HOLDERS WHERE WRITTEN NOTICE OF THE CANCELLATION OF THIS POLICY IS REQUIRED BY WRITTEN CONTRACT, PERMIT OR AGREEMENT WITH THE NAMED INSURED AND WHOSE NAMES AND ADDRESSES WILL BE PROVIDED BY THE BROKER OR AGENT LISTED IN THE DECLARATIONS PAGE OF THIS POLICY FOR THE PURPOSES OF COMPLYING WITH SUCH REQUEST.

This notification of cancellation of the policy is intended as a courtesy only. Our failure to provide such notification to the person(s) or organization(s) shown in the Schedule will not extend any policy cancellation date nor impact or negate any cancellation of the policy. This endorsement does not entitle the person(s) or organization(s) listed or described in the Schedule above to any benefit, rights or protection under this policy.

Any provision of this endorsement that is in conflict with a statute or rule is hereby amended to conform to that statute or rule.

All other terms and conditions of this policy remain unchanged.
Endorsement Number:

Policy Number: 31CAB4985505

Named Insured: ADVANCED DISPOSAL SERVICES,

This endorsement is effective on the inception date of this Policy unless otherwise stated

herein: Endorsement Effective Date: 11-20-17

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Page 1 of 1





THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NOTICE OF CANCELLATION – CERTIFICATE HOLDERS
(SPECIFIED DAYS)**

The person(s) or organization(s) listed or described in the Schedule below have requested that they receive written notice of cancellation when this policy is cancelled by us. We will mail or deliver to the Person(s) or Organization(s) listed or described in the Schedule a copy of the written notice of cancellation that we sent to you. If possible, such copies of the notice will be mailed at least 60 days, except for cancellation for non-payment of premium which will be mailed 10 days, prior to the effective date of the cancellation, to the address or addresses of certificate holders as provided by your broker or agent.

Schedule

Person(s) or Organization(s) including mailing address:

ALL CERTIFICATE HOLDERS WHERE WRITTEN NOTICE OF THE CANCELLATION OF THIS POLICY IS REQUIRED BY WRITTEN CONTRACT, PERMIT OR AGREEMENT WITH THE NAMED INSURED AND WHOSE NAMES AND ADDRESSES WILL BE PROVIDED BY THE BROKER OR AGENT LISTED IN THE DECLARATIONS PAGE OF THIS POLICY FOR THE PURPOSES OF COMPLYING WITH SUCH REQUEST.

This notification of cancellation of the policy is intended as a courtesy only. Our failure to provide such notification to the person(s) or organization(s) shown in the Schedule will not extend any policy cancellation date nor impact or negate any cancellation of the policy. This endorsement does not entitle the person(s) or organization(s) listed or described in the Schedule above to any benefit, rights or protection under this policy.

Any provision of this endorsement that is in conflict with a statute or rule is hereby amended to conform to that statute or rule.

All other terms and conditions of this policy remain unchanged.
Endorsement Number:

Policy Number: 31CAB0502305

Named Insured: ADVANCED DISPOSAL SERVICES,

This endorsement is effective on the inception date of this Policy unless otherwise stated

herein: Endorsement Effective Date: 11-20-17

00 ML0087 00 11 10

Page 1 of 1





POLICY NUMBER:31GPP4885405

COMMERCIAL GENERAL LIABILITY
CG 20 26 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED -- DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

ALL PARTIES WHERE REQUIRED BY A WRITTEN CONTRACT PROVIDED SUCH
CONTRACT WAS EXECUTED PRIOR TO LOSS.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.





THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NOTICE OF CANCELLATION – CERTIFICATE HOLDERS
(SPECIFIED DAYS)**

The person(s) or organization(s) listed or described in the Schedule below have requested that they receive written notice of cancellation when this policy is cancelled by us. We will mail or deliver to the Person(s) or Organization(s) listed or described in the Schedule a copy of the written notice of cancellation that we sent to you. If possible, such copies of the notice will be mailed at least 60 days, except for cancellation for non-payment of premium which will be mailed 10 days, prior to the effective date of the cancellation, to the address or addresses of certificate holders as provided by your broker or agent.

Schedule

Person(s) or Organization(s) including mailing address:

ALL CERTIFICATE HOLDERS WHERE WRITTEN NOTICE OF THE CANCELLATION OF THIS POLICY IS REQUIRED BY WRITTEN CONTRACT, PERMIT OR AGREEMENT WITH THE NAMED INSURED AND WHOSE NAMES AND ADDRESSES WILL BE PROVIDED BY THE BROKER OR AGENT LISTED IN THE DECLARATIONS PAGE OF THIS POLICY FOR THE PURPOSES OF COMPLYING WITH SUCH REQUEST.

This notification of cancellation of the policy is intended as a courtesy only. Our failure to provide such notification to the person(s) or organization(s) shown in the Schedule will not extend any policy cancellation date nor impact or negate any cancellation of the policy. This endorsement does not entitle the person(s) or organization(s) listed or described in the Schedule above to any benefit, rights or protection under this policy.

Any provision of this endorsement that is in conflict with a statute or rule is hereby amended to conform to that statute or rule.

All other terms and conditions of this policy remain unchanged.
Endorsement Number:

Policy Number: 31GEP4985405

Named Insured: ADVANCED DISPOSAL SERVICES,

This endorsement is effective on the inception date of this Policy unless otherwise stated

herein: Endorsement Effective Date: 11-20-17

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Page 1 of 1



Advanced Disposal



COMMERCIAL GENERAL LIABILITY
CG 20 01 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance Condition** and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PROFESSIONAL SERVICES EXCLUSION
(With Abandoned Property Exception)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following exclusion is added to paragraph 2. Exclusions of SECTION I – COVERAGES, COVERAGE BODILY INJURY AND PROPERTY DAMAGE LIABILITY and paragraph 2. Exclusions of SECTION I COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of any act, error, omission, malpractice or mistake in the rendering of or failure to render professional services by the insured or any person for whom the insured is legally responsible.

However, this exclusion does not apply to any act, error, omission, malpractice or mistake arising out of the waste collection of abandoned property by those employed by you or for whom you are legally responsible, but only with respect to work performed by them for you.

All other terms and conditions of this Policy remain unchanged.

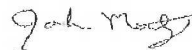
Issued By: ARCH INSURANCE COMPANY

Endorsement Number:

Policy Number: 31GPP4985405

Named Insured: ADVANCED DISPOSAL SERVICES, INC.

Endorsement Effective Date: 11-20-2017


President





THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NOTICE OF CANCELLATION – CERTIFICATE HOLDERS
(SPECIFIED DAYS)**

The person(s) or organization(s) listed or described in the Schedule below have requested that they receive written notice of cancellation when this policy is cancelled by us. We will mail or deliver to the Person(s) or Organization(s) listed or described in the Schedule a copy of the written notice of cancellation that we sent to you. If possible, such copies of the notice will be mailed at least 60 days, except for cancellation for non-payment of premium which will be mailed 10 days, prior to the effective date of the cancellation, to the address or addresses of certificate holders as provided by your broker or agent.

Schedule

Person(s) or Organization(s) including mailing address:

ALL CERTIFICATE HOLDERS WHERE WRITTEN NOTICE OF THE CANCELLATION OF THIS POLICY IS REQUIRED BY WRITTEN CONTRACT, PERMIT OR AGREEMENT WITH THE NAMED INSURED AND WHOSE NAMES AND ADDRESSES WILL BE PROVIDED BY THE BROKER OR AGENT LISTED IN THE DECLARATIONS PAGE OF THIS POLICY FOR THE PURPOSES OF COMPLYING WITH SUCH REQUEST.

This notification of cancellation of the policy is intended as a courtesy only. Our failure to provide such notification to the person(s) or organization(s) shown in the Schedule will not extend any policy cancellation date nor impact or negate any cancellation of the policy. This endorsement does not entitle the person(s) or organization(s) listed or described in the Schedule above to any benefit, rights or protection under this policy.

Any provision of this endorsement that is in conflict with a statute or rule is hereby amended to conform to that statute or rule.

All other terms and conditions of this policy remain unchanged.

Endorsement Number:

Policy Number: 34WCI0519205

Named Insured: ADVANCED DISPOSAL SERVICES,

This endorsement is effective on the inception date of this Policy unless otherwise stated

herein: Endorsement Effective Date: 11-20-17

00 ML0087 00 11 10

Page 1 of 1





THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NOTICE OF CANCELLATION – CERTIFICATE HOLDERS
(SPECIFIED DAYS)**

The person(s) or organization(s) listed or described in the Schedule below have requested that they receive written notice of cancellation when this policy is cancelled by us. We will mail or deliver to the Person(s) or Organization(s) listed or described in the Schedule a copy of the written notice of cancellation that we sent to you. If possible, such copies of the notice will be mailed at least 60 days, except for cancellation for non-payment of premium which will be mailed 10 days, prior to the effective date of the cancellation, to the address or addresses of certificate holders as provided by your broker or agent.

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Any provision of this endorsement that is in conflict with a statute or rule is hereby amended to conform to that statute or rule.

All other terms and conditions of this policy remain unchanged.

Endorsement Number:

Policy Number: 31WCI4985305

Named Insured: ADVANCED DISPOSAL SERVICES,

This endorsement is effective on the inception date of this Policy unless otherwise stated

herein: Endorsement Effective Date: 11-20-17

00 ML0087 00 11 10

Page 1 of 1



Advanced Disposal



Ordinance 2018-10
Exhibit "B"

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310
Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE ADVANCED DISPOSAL SERVICES STATELINE, LLC
450496 STATE ROAD 200, CALLAHAN, FL 32011

as Principal, hereinafter called the Principal, and RLI Insurance Company
9025 N. Lindbergh Drive, Peoria, IL 61615

a corporation duly organized under the laws of the State of IL

as Surety, hereinafter called the Surety, are held and firmly bound unto CITY OF FERNANDINA BEACH

204 ASH STREET, FERNANDINA BEACH, FL 32034

as Obligees, hereinafter called the Obligees, in the sum of Not Less Than Five Percent of the Bid Price

Dollars (\$ 5%).

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for RFP #17-06 COLLECTION AND DISPOSAL OF GARBAGE,
RECYCLABLES AND YARD DEBRIS

NOW, THEREFORE, if the Obligees shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligees in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligees the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligees may in good faith contract with another party to perform the Work covered by said bid, or as otherwise required in the bid specifications, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 1st day of December, 2017

Mickelle Nyando
(Witness)

ADVANCED DISPOSAL SERVICES STATELINE, LLC

By [Signature] Executive VP/COO
(Title)

Autumn Schneider
(Witness)
AUTUMN SCHNEIDER



RLI Insurance Company
By [Signature] Attorney-In-Fact Jeremy C. Rose
(Title)

AIA DOCUMENT A310 • BID BOND • AIA • FEBRUARY 1970 ED. • THE AMERICAN
INSTITUTE OF ARCHITECTS, 1735 N.Y. AVE., N.W., WASHINGTON, D.C. 20006



Advanced Disposal



POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61613
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That RLI Insurance Company and/or Contractors Bonding and Insurance Company, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Janice Fennell, Richard C. Rose, Jeremy C. Rose, Keri Ann Smith, Aliza Lopez, Aimee R. Perondine, Stacy Rivera, Jennifer M. Garton, Joshua Sanford, Tina Foster, Autumn Schneider, jointly or severally

in the City of Knoxville, State of Tennessee its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or Contractors Bonding and Insurance Company, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the RLI Insurance Company and/or Contractors Bonding and Insurance Company, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 14th day of November, 2017.



RLI Insurance Company
Contractors Bonding and Insurance Company

By Barton W. Davis
Barton W. Davis Vice President

State of Illinois }
County of Peoria } SS

CERTIFICATE

On this 14th day of November, 2017, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the RLI Insurance Company and/or Contractors Bonding and Insurance Company and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of RLI Insurance Company and/or Contractors Bonding and Insurance Company, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the RLI Insurance Company and/or Contractors Bonding and Insurance Company this 14th day of DECEMBER, 2017.

By: Gretchen L. Johnick
Gretchen L. Johnick Notary Public



RLI Insurance Company
Contractors Bonding and Insurance Company

By: Jean M. Stephenson
Jean M. Stephenson Corporate Secretary

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Advanced Disposal

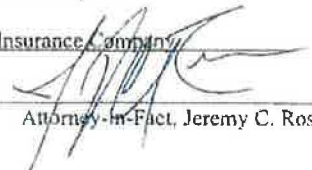


FORM CONSENT OF SURETY

The RLI INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Illinois, A+ (Superior) rated by A.M. Best, Class XI, and licensed to do business in the State of Florida, hereby certifies to, and consents and agrees with, CITY OF FERNANDINA BEACH that if the Contract for RFP #17-06 COLLECTION AND DISPOSAL OF GARBAGE, RECYCLABLES AND YARD DEBRIS, is awarded to ADVANCED DISPOSAL SERVICES STATELINE, LLC, then undersigned corporation agrees with said CITY OF FERNANDINA BEACH to execute and provide the surety bonds as required by CITY OF FERNANDINA BEACH Bid Specifications, and will become a surety in the full amount set forth in the Specifications for faithful performance of all obligations of the bidder.

SIGNED, SEALED AND DATED DECEMBER 1, 2017.

RLI Insurance Company

By: 

Attorney-in-Fact, Jeremy C. Rose

NOTE: A Power-of-Attorney should be attached in accordance with the requirements of the Specifications, and if none specific to the consent of surety, I recommend that it be done in the same manner as the Power-of-Attorney for Bid Bond, or any Performance or Payment Bonds.



Advanced Disposal



POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr., Peoria, IL 61613
Phone: 800-643-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company and/or Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Janice Fennell, Richard C. Rose, Jeremy C. Rose, Keri Ann Smith, Aliza Lopez, Aimee B. Perondine, Stacy Rivera, Jennifer M. Garton, Joshua Sanford, Tina Foster, Autumn Schneider, jointly or severally

in the City of Knoxville, State of Tennessee its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or Contractors Bonding and Insurance Company, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company and/or Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 14th day of November, 2017.



RLI Insurance Company
Contractors Bonding and Insurance Company

By Barton W. Davis
Barton W. Davis Vice President

State of Illinois

County of Peoria

} SS

On this 14th day of November, 2017, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company and/or Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Gretchen L. Johnik
Gretchen L. Johnik Notary Public



CERTIFICATE

I, the undersigned officer of **RLI Insurance Company and/or Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company and/or Contractors Bonding and Insurance Company** this 15th day of DECEMBER, 2017.

RLI Insurance Company
Contractors Bonding and Insurance Company

By Jean M. Stephenson
Jean M. Stephenson Corporate Secretary

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Advanced Disposal

NOTICE OF PUBLIC HEARING
CITY COMMISSION
CITY OF FERNANDINA BEACH

NOTICE IS HEREBY GIVEN that a Public Hearing is scheduled for Tuesday, June 19, 2018, at 6:00 PM in the City Commission Chambers, 204 Ash Street Fernandina Beach, Florida to consider the following application:

ORDINANCE ~~NO. 22018-10~~

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA ~~AMENDING~~ REPEALING ORDINANCE 2012-12 EFFECTIVE JANUARY 14, 2019; PROVIDING A NEW EXCLUSIVE 5-YEAR FRANCHISE TO ADVANCED DISPOSAL SERVICES STATELINE, LLC, (~~"Advanced Disposal"~~ ADVANCED DISPOSAL)² A DELAWARE LIMITED LIABILITY COMPANY EFFECTIVE JANUARY 15, 2019; FOR THE COLLECTION AND DISPOSAL OF ALL RESIDENTIAL AND COMMERCIAL TRASH, GARBAGE, AND OTHER REFUSE, AND PROVIDING FOR THE COLLECTION OF RESIDENTIAL RECYCLABLE MATERIALS AND YARD WASTE WITHIN THE CITY LIMITS; FURTHER PROVIDING FOR DEFINITIONS; GRANT OF FRANCHISE; LIMITS OF FRANCHISE; TERM OF FRANCHISE; FRANCHISE CONSIDERATION; ASSIGNMENT; BANKRUPTCY OR INSOLVENCY; DEFAULT; RATE CHANGES; RIGHTS OF FIRST REFUSAL; PUBLIC NOTICES; RESTORATION; COMPLIANCE WITH LAWS; LIABILITY INSURANCE, HOLD HARMLESS, WORKERS COMPENSATION; PERFORMANCE BOND; RIGHT TO REQUIRE PERFORMANCE; DISPUTE RESOLUTION; OPERATIONS DURING DISPUTE; STANDARD OF PERFORMANCE; CURBSIDE RECYCLABLE MATERIALS COLLECTION AND DISPOSAL; RECYCLING PROGRAM; COLLECTION SERVICES AND OPERATIONS; OFFICE ~~AND COLLECTION~~ HOURS; COLLECTION EQUIPMENT; DISPOSAL; ROUTES AND SCHEDULES; GRANTEE PERSONNEL; SPILLAGE AND LITTER; STORMS AND OTHER EMERGENCIES; NONDISCRIMINATION PROVISION; RATES AND CHARGES; BILLING FOR SERVICES; ACCOUNTING, RIGHT TO AUDIT; COMPLAINTS; CHARGES FOR FAILURE OF PERFORMANCE; MISCELLANEOUS SECTION; REPEAL OF SECTIONS IN CONFLICT; 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 June 6, 2018 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
Property Disposition

ITEM TYPE: Discussion

REQUESTED ACTION:

SYNOPSIS:

Property Number	Zoning	Acreage	Use
00-00-31-1017-0016-0000	Airport Industrial	.20	Vacant lot between 2 warehouses
00-00-31-1800-0159-0130	MU-8	.06	Vacant land on 8 th Street
00-00-31-1800-0215-07C0	R-2	.02	12 Street – strip of land between 2 lots

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 3/16/2020

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

Date: March 16, 2020

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION:

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Discussion
Wastewater Rate Reduction

ITEM TYPE: Discussion

REQUESTED ACTION: Discussion item only.

SYNOPSIS:

FISCAL IMPACT:

CITY ATTORNEY COMMENTS:

CITY MANAGER RECOMMENDATION(S):

Dale L. Martin, City Manager 5/26/2020

Date: May 26, 2020

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION:

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Discussion
Intergovernmental Coordination

ITEM TYPE: Discussion

REQUESTED ACTION:

SYNOPSIS: This item is placed on the agenda at the request of Vice Mayor Kreger who will discuss the requirement of Comprehensive Plan Goal 7: Intergovernmental Coordination Element.

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Caroline Best, City Clerk 5/11/2020

Dale L. Martin, City Manager 5/20/2020

Date: May 11, 2020

Submitted By: Caroline Best, City Clerk

COMMISSION ACTION:

GOAL 7

INTERGOVERNMENTAL COORDINATION ELEMENT





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INTERGOVERNMENTAL COORDINATION ELEMENT

The Intergovernmental Coordination Element of the Comprehensive Plan establishes the processes by which the City shall coordinate with the various governmental agencies that provide services to, are adjacent to, or that have regulatory authority over development activities within the City of Fernandina Beach. Coordination between the City of Fernandina Beach and the various governmental agencies serves to ensure the efficient use of resources as well as the efficient implementation of the goals, objectives and policies of the Fernandina Beach Comprehensive Plan.

INTERGOVERNMENTAL COORDINATION ELEMENT HIGHLIGHTS

1. Identify, inventory and assess interlocal agreements;
2. Implement the Interlocal Agreement for Public School Facility Planning;
3. Evaluate the establishment of joint municipal planning areas for the City and Nassau County;
4. Establish formal coordination mechanisms to implement the Nassau County Local Mitigation Strategy Update and the Nassau County Post Disaster Redevelopment Plan;
5. Coordinate with Nassau County, the St. Johns River Water Management District, the Ocean Highway and Port Authority, the State and applicable federal agencies to ensure that the City's and the other agencies' comprehensive and/or management plans are compatible and that regulations and standards contained within these plans are consistent;
6. Establish level of service standards that are consistent among the City, County, School Board, service providers and other government agencies having responsibility for level of service standards;
7. Improve coordination between the City and other agencies; and
8. Improve coordination activities for Amelia Island through the Joint Local Planning Agency.



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GOAL 7:

INTER- GOVERNMENTAL COORDINATION ELEMENT

Objective 7.01.
Interlocal Agreements

Page 7-1

Objective 7.02.
Implementation

Page 7-2

Objective 7.03.
Consistency of Level of Service (LOS)

Page 7-3

Objective 7.04.
Intergovernmental Coordination Activities

Page 7-4

Objective 7.05.
Planning for Public Schools within Fernandina Beach

Page 7-6

GOAL 7.0 | INTERGOVERNMENTAL COORDINATION ELEMENT

ESTABLISH AND MAINTAIN PROCESSES AMONG VARIOUS GOVERNMENTAL AGENCIES TO IMPROVE COOPERATION, TO ENCOURAGE COORDINATION OF DEVELOPMENT ACTIVITIES AND TO ENSURE THE EFFICIENT USE OF AVAILABLE RESOURCES WHEN PROVIDING CITY SERVICES.

OBJECTIVE 7.01. INTERLOCAL AGREEMENTS

Planning activities projected in the Fernandina Beach Comprehensive Plan (FBCP) shall be coordinated through interlocal agreements with the County, the School Board, and all other public agencies which provide service in and around the City's corporate limits.

POLICY 7.01.01.

The City shall identify all public agencies which provide services in and around the City's corporate limits, as well as what service each agency provides.

POLICY 7.01.02.

The City shall identify and keep an up to date inventory of all interlocal agreements.

POLICY 7.01.03.

All existing interlocal agreements shall be reviewed to determine if any amendments are necessary. If any interlocal agreements are identified as needing amendments, the City shall work cooperatively with the applicable agency to adopt an amended interlocal agreement.

POLICY 7.01.04.

The City shall coordinate with the County and other public agencies to determine whether any additional interlocal agreements are warranted in order to provide services within the City's corporate limits or to meet any goals of the Comprehensive Plan. If so, the City shall pursue an interlocal agreement with the appropriate agency.

POLICY 7.01.05.

The City shall pursue an interlocal agreement with the County that establishes specific coordination activities to be addressed by both agencies.

POLICY 7.01.06.

The City will implement the Interlocal Agreement for Public School Facility Planning between the City, the County, the other municipalities and the School District as required by Section 1013.33, Florida Statutes, and as referenced in Objective 7.05 of this Comprehensive Plan.

POLICY 7.01.07.

The City shall, in conjunction with the County, consider the establishment of joint municipal planning areas through interlocal agreements as provided by Section 163.3177, Florida Statutes. When considering

boundaries for joint municipal planning areas, the City and County should consider previously established planning area boundaries, municipal and county infrastructure service areas, existing and planned jurisdiction lines, and local comprehensive plans.

POLICY 7.01.08.

The City shall coordinate with the County and FDOT to identify roads that are not controlled by the City but are of overlapping jurisdiction and shall seek a formal agreement with the FDOT and the County for the permitting and inspection of driveways on those roads.

POLICY 7.01.09.

The City shall seek an interlocal agreement with the County regarding water supply planning issues, specifically to coordinate the availability of sufficient capacity in the City's water system to serve the needs of residents of the unincorporated County located within the City's water service area.

POLICY 7.01.10.

In order to implement the goals and objectives of both the Nassau County Local Mitigation Strategy Update and the Nassau County Post Disaster Redevelopment Plan, the City shall suggest a formal intergovernmental coordination mechanism between the City, the County, and other necessary agencies to ensure proper planning for disaster situations and timely recovery therefrom. Coordination shall include, but not be limited to, the following:

- a. Communications and the dissemination of disaster-related information;
- b. Identifying transportation/evacuation routes;
- c. Restoring critical infrastructure and public facilities; and
- d. Permitting and inspections to facilitate rebuilding efforts.

POLICY 7.01.11.

The City shall initiate and participate in discussions with the School Board to establish formal agreements between the City and the School Board. The agreements shall include, but not be limited to, the following issues:

- a. Expansion of existing school sites;
- b. Traffic circulation in and around school sites;
- c. Acquisition of new sites; and
- d. Cooperative use of School Board and City property and facilities.

**OBJECTIVE 7.02.
IMPLEMENTATION**

The City shall continue to coordinate with the County, State, and other governmental agencies and ensure incorporation of the applicable regulations of these agencies into the Fernandina Beach Comprehensive Plan.

POLICY 7.02.01.

The City shall coordinate with the County on an ongoing basis to ensure that their respective comprehensive plans are compatible and that the regulations and standards within these plans are consistent.

POLICY 7.02.02.

The City shall coordinate with the NEFRC in the implementation of those policies included within the “Strategic Regional Policy Plan” which necessitate intergovernmental coordination.

POLICY 7.02.03.

The City shall coordinate with the SJRWMD in the implementation of those policies included within the District Water Supply Plan.

POLICY 7.02.04.

The City shall recognize Fernandina Beach Municipal Airport’s master plan as required per Section 163.3177(4)(h), Florida Statutes, and as prepared pursuant to Section 163.3177(4)(k), Florida Statutes.

POLICY 7.02.05.

The City shall recognize any campus master plans as required per Section 163.3177(4) (h), Florida Statutes, and as prepared pursuant to Section 1013.30, Florida Statutes.

POLICY 7.02.06.

The City shall coordinate with the Ocean Highway and Port Authority in the implementation of those policies contained within the Port of Fernandina Master Plan.

POLICY 7.02.07.

The City shall coordinate with the State on an ongoing basis to ensure that their respective comprehensive plans are compatible and that the regulations and standards within these plans are consistent.

POLICY 7.02.08.

The City shall coordinate with the applicable federal agencies on an ongoing basis to ensure that their respective comprehensive and/or management plans are compatible and that the regulations and standards within these plans are consistent.

POLICY 7.02.09.

The City shall implement intergovernmental coordination activities and policies included in the other elements of this Comprehensive Plan. Elements containing intergovernmental coordination policies include the following: Future Land Use, Multi-Modal Transportation, Housing, Public Facilities, Conservation and Coastal Management, Historic Preservation, Recreation and Open Space, Capital Improvements, Public School Facilities, and Port Facilities.

OBJECTIVE 7.03.**CONSISTENCY OF LEVEL OF SERVICE (LOS)**

The City shall seek the establishment of level of service standards that are consistent among the City, County, School Board, service providers, and other government agencies having responsibility for level of service standards.

POLICY 7.03.01.

The City shall work with the County to establish consistent level of service standards for public facilities and services for inclusion in the City’s level of service tracking system.

POLICY 7.03.02.

The City shall work with the County and the SJRWMD to ensure that development regulations regarding stormwater management, water conservation, and flood control are compatible and effective for each jurisdiction.

POLICY 7.03.03.

The City shall ensure that any public facilities and services provided by the City outside of the City limits are meeting City level of service standards.

POLICY 7.03.04.

The City shall identify all joint infrastructure service areas and shall coordinate with the County, service providers, and other government agencies to implement procedures, through interlocal agreements or other means, to provide public facilities and services that meet adopted level of service standards.

OBJECTIVE 7.04.

INTERGOVERNMENTAL COORDINATION ACTIVITIES

The City shall continue to improve coordination activities among government agencies with planning and impact assessment responsibilities affecting the City. The City shall coordinate with other units of local government providing services, but not having regulatory authority over the use of land, such as the School Board.

POLICY 7.04.01.

The City Commission and the City Manager shall be responsible for ensuring an effective intergovernmental coordination program for the City.

POLICY 7.04.02.

The Joint Local Planning Agency for Amelia Island shall provide the coordination needed between the City and County regarding land use, development, and the provision of services for unincorporated Amelia Island.

POLICY 7.04.03.

The City shall maintain a formal process whereby adjacent local governments are notified and given the opportunity to comment on applications for development approval regarding land located adjacent to the City's corporate limits.

POLICY 7.04.04.

The City shall maintain ongoing intergovernmental coordination activities in joint municipal planning areas regarding issues involving: traffic and transportation systems improvement planning and financing; potable water expansion, replacement, and financing; wastewater expansion, replacement, and financing; stormwater conservation; coastal management issues; provision of affordable housing; protection of natural and cultural resources; provision of parks, recreation and open space; provision of beach access; provision of waterway improvements; disaster planning; and land development projects within and adjacent to the City.

POLICY 7.04.05.

The City shall participate in ongoing discussions with the County toward the adoption of a formal process to determine and mitigate potential extra jurisdictional impacts resulting from proposed development, with an option for regional mitigation.

POLICY 7.04.06.

The City shall ensure efficient and timely coordination with those agencies which have jurisdiction over land and water management issues within the City.

POLICY 7.04.07.

The City shall pursue resolution of development and growth management issues of regional and State significance. The City shall participate in ongoing discussions with the NEFRC, the SJRWMD, and/or State agencies having jurisdictional authority. Issues to be pursued include, but are not limited to, the following:

- a. Impacts of development proposed in the comprehensive plans of the County, the region, the State, and any governmental entity that may have jurisdiction;
- b. Land development activities adjacent to the City's corporate limits within the jurisdiction of another governmental entity;
- c. City land development activities adjacent to the unincorporated area of the County;
- d. Annexation of property;
- e. Establishment of a regulatory framework for implementation of affordable housing programs;
- f. Area-wide drainage and stormwater management master plans, proposed improvements, and implementing programs;
- g. Solid waste disposal, including development of new landfill facilities, recycling resources, and other improvements;
- h. Research, engineering, and strategies for managing level of service impacts of new development and tourism on traffic, major transportation linkages, and critical intersections impacting the City and adjacent areas;
- i. Implementation of area-wide concurrency and level of service tracking systems;
- j. Level of service standards for all infrastructure systems and services impacting the City and adjacent areas, including, but not limited to, potable water, wastewater, parks, recreation, open space, and transportation; and
- k. Conservation of natural and cultural resources.

POLICY 7.04.08.

The City shall require that development applications be coordinated, as appropriate, with the County, the School Board, other special districts, the NEFRC, the SJRWMD, and applicable State and federal agencies prior to issuance of a development order or permit.

POLICY 7.04.09.

The City shall coordinate all transportation improvements proposed by new development with the FDOT, the DEO, the NEFRC, the County, and other State and regional agencies concerned with assessing traffic impacts of proposed development.

POLICY 7.04.10.

The City shall coordinate with the County to create a single regulatory framework to be adopted for Amelia Island and/or joint municipal planning areas in both the City's land development regulations and the County's land development regulations. The regulatory framework shall address, at a minimum, the following issues:

- a. Signage;
- b. Buffering/screening;
- c. Concurrency management;
- d. Floodplain management;
- e. Drainage and stormwater management;
- f. Protection of environmentally sensitive lands;
- g. Parking standards and design;
- h. Historic preservation;
- i. Ingress/egress points; and
- j. Landscaping and tree protection.

POLICY 7.04.11.

The City shall coordinate with economic development organizations to work toward a coordinated economic development program, and shall consider the creation of an economic development element to be adopted as part of this Comprehensive Plan.

POLICY 7.04.12.

In order to maximize the opportunities for improving intergovernmental coordination, the City shall request a seat on the NEFRC.

POLICY 7.04.13.

The City shall coordinate with SJRWMD staff in projecting future supply and demand of potable water and alternative water sources to meet projected needs.

POLICY 7.04.14.

The City shall coordinate with the SJRWMD in preparing amendments to the Water Facilities Work Plan and the Consumptive Use Permit process.

POLICY 7.04.15.

The City shall request that the NEFRC assist in mediation processes to resolve conflicts between the City and other local governments pursuant to Section 186.509, Florida Statutes.

OBJECTIVE 7.05.**PLANNING FOR PUBLIC SCHOOLS WITHIN FERNANDINA BEACH**

The City shall cooperate with the County, the School District and the municipalities of Callahan and Hilliard to share information and address multi-jurisdictional public school issues in order to assure the coordination of planning and decision-making.

POLICY 7.05.01.

The City will implement the Interlocal Agreement for Public School Facility Planning between the City, the County, the other municipalities and the School District as required by Section 1013.33, Florida Statutes, including procedures for:

- a. Joint meetings;
- b. Student enrollment and population projections;
- c. Coordinating and sharing of information;
- d. School site analysis;
- e. Supporting infrastructure;
- f. Comprehensive plan amendments, rezoning, and development approvals;
- g. Education Plant Survey and Five-Year District Facilities Work program;
- h. Co-location and shared use;
- i. Implementation of school concurrency, including levels of service standards, concurrency service areas, and proportionate-share mitigation;
- j. Oversight process; and,
- k. Resolution of disputes.

POLICY 7.05.02.

The City shall maintain a representative of the School District, appointed by the School Board, as a member of the local planning agency, as required by Section 163.3174, Florida Statutes.

POLICY 7.05.03.

The City shall coordinate with the School District and the municipalities regarding annual review of school enrollment projections, and procedures for annual update and review of School District and local government plans consistent with policies of this element.

POLICY 7.05.04.

The City shall support School District efforts to ensure satisfactory capacity for current and future school enrollment by providing data on growth trends in order to establish a financially feasible capital improvements program for schools.

POLICY 7.05.05.

In order to coordinate the effective and efficient provision and siting of educational facilities with associated infrastructure and services within the City, the City Commission and the School Board shall coordinate educational and facilities planning with residential growth trends in the County and the City, and discuss issues of mutual concern.

POLICY 7.05.06.

The School District shall be notified of all residential development review requests and development proposals, pursuant to the adopted Interlocal Agreement on Public School Facility Planning. A notice of review will be mailed to the Superintendent of Schools and to the Director of Facilities. The School District will be given the opportunity to respond with written comments and to appear before the Planning Advisory Board and the City Commission to discuss any comments.

POLICY 7.05.07.

The City shall coordinate with the School District on the planning and siting of new public schools to ensure compatibility with adjacent land uses, to ensure that school facilities are provided with the necessary services and infrastructure and to ensure compatibility and consistency with all elements of the Comprehensive Plan.



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City of Fernandina Beach



SUBJECT: Discussion
Naming of Atlantic Avenue Recreation Center Auditorium

ITEM TYPE: Ordinances (w/ fiscal impact)

REQUESTED ACTION:

SYNOPSIS: This item is placed on the agenda at the request of Mayor John A. Miller who will discuss honoring Ms. Joan Bean for her lifelong leadership and civic involvement by naming the Atlantic Avenue Recreation Center Auditorium in her honor.

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 5/11/2020

Dale L. Martin, City Manager 5/20/2020

Caroline Best:

Date: May 11, 2020

Submitted By: Caroline Best, City Clerk

COMMISSION ACTION:

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2020-74
Reimbursement - Capital Fund

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2020-74

SYNOPSIS: The attached Resolution authorizes reimbursement to the City from a lease purchase agreement for costs related to the prepayment deposit for the purchase of a Pierce Custom Pumper Apparatus.

Funding for the Pumper Apparatus purchase is included in the FY 2019/2020 budget. A savings of \$8,600 was deducted from the purchase price of the vehicle with the prepayment of the chassis. The attached Resolution authorizes reimbursement to the City from the lease purchase agreement for costs related to the prepayment deposit in the amount of \$288,577 for the purchase of a Pierce Custom Pumper Apparatus.

FISCAL IMPACT: The reimbursement will be deposited in the Capital Improvement Fund, Cash account, 300 10000.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2020-74.

Ty Silcox, Fire Chief	5/18/2020
Nicole Bednar, Administrative Services Manager	5/18/2020
Dale L. Martin, City Manager	5/20/2020
Tammi E. Bach, City Attorney	5/21/2020
Katie Newton, Legal Assistant	5/21/2020

Date: May 15, 2020

Submitted By: Pauline Testagrose, Comptroller

COMMISSION ACTION: Adopt

RESOLUTION 2020-74

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, DECLARING THE OFFICIAL INTENT OF THE CITY TO REIMBURSE ITSELF FROM THE PROCEEDS OF A LEASE PURCHASE AGREEMENT FOR EXPENSES TO BE INCURRED WITH THE ACQUISITION OF FIRE APPARATUS; AUTHORIZING CERTAIN INCIDENTAL ACTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, during the purchase of a Pierce Custom Pumper Fire Apparatus, the city prepaid expenses in the amount of \$288,577. This prepayment resulted in a \$8,600 reduction in the total purchase amount; and

WHEREAS, the City intends to reimburse itself for the prepayment of expenses from the proceeds of the lease purchase agreement to be incurred by the City.

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

SECTION 1. AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to the provisions of the Constitution of the State of Florida; Chapter 166, Florida Statutes; the Charter of the City; and other applicable provisions of law.

SECTION 2. FINDINGS. The above stated recitals are hereby incorporated as part of this Resolution.

SECTION 3. DECLARATION OF OFFICIAL INTENT. The City hereby declares its official intent to reimburse itself in the amount of \$288,577 from the proceeds of lease purchase agreement to be incurred by the City for expenses incurred with respect to the purchase of a Pierce Custom Pumper Fire Apparatus within sixty days prior to the date of this Resolution and subsequent to the date of this Resolution. This Resolution is intended as a declaration of official intent under Treasury Regulation Section 1.150-2. Pending reimbursement, the City expects to use funds on deposit in the capital improvement fund and/or another fund to pay costs of such Project. The debt to be issued to finance the Project is expected not to exceed a principal amount of \$520,100.

SECTION 4. INCIDENTAL ACTION. The Mayor, City Manager, Chief Financial Officer and Clerk of the City, and their designees are hereby authorized to take such actions as may be necessary to carry out the purposes of this Resolution.

SECTION 5. EFFECTIVE DATE. This Resolution shall become immediately effective upon its adoption.

ADOPTED this 2nd day of June, 2020.

CITY OF FERNANDINA BEACH

John A. Miller
Commissioner - Mayor

ATTEST:

APPROVED AS TO FORM AND
LEGALITY:



Caroline Best
City Clerk

Tammi E. Bach
City Attorney

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Resolution 2020-75
Grant Approval - Federal Aviation Administration (FAA)

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2020-75

SYNOPSIS: The Coronavirus Aid, Relief, and Economic Security Act (CARES Act) has allocated a specified funding amount to be issued to eligible airports to help offset a decline in revenues arising from the COVID-19 Health Emergency. This grant offer provides \$30,000 for use by the Fernandina Beach Municipal Airport in reimbursement of any lawful purchases made by the Airport as further outlined within the agreement. The Fernandina Beach Municipal Airport proposes use of these funds to offset planned/budgeted expenses occurring within this fiscal year.

FISCAL IMPACT: This grant agreement will provide \$30,000 in funding to the Airport fund to cover planned/budgeted expenses occurring within the fiscal year.

The funds will be deposited into the Airport FAA Grant revenue account 420 33220.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2020-75

Dale L. Martin, City Manager 5/14/2020

Pauline Testagrose, Comptroller 5/22/2020

Tammi E. Bach, City Attorney 5/22/2020

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

Date: May 08, 2020

Submitted By: Nathan Coyle, Airport Director

COMMISSION ACTION: Adopt

RESOLUTION 2020-75

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING GRANT AGREEMENT #3-12-0022-030-2020 WITH THE FEDERAL AVIATION ADMINISTRATION (FAA) FOR RECEIPT OF GRANT FUNDS AUTHORIZED UNDER THE CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY (CARES) ACT; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the FAA has offered the City of Fernandina Beach Grant #3-12-0022-030-2020 for issuance of \$30,000 in grant funds authorized under the CARES Act; and

WHEREAS, the Fernandina Beach Municipal Airport will utilize these funds to offset planned and budgeted lawful expenditures within this fiscal year.

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

SECTION 1. The City Commission hereby authorizes FAA grant agreement # 3-12-0022-030-2020 for receipt of \$30,000 in grant funding, attached hereto as Exhibit "A".

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

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

ADOPTED this 2nd day of June, 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



U.S. Department
of Transportation
**Federal Aviation
Administration**

Orlando Airports District Office
8427 SouthPark Circle
Suite 524
Orlando, FL 32819
Phone: (407) 487-7220

May 8, 2020

Mr. Nathan Coyle
Airport Director
City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034

Dear Mr. Coyle:

Please find the following electronic CARES Act Grant Offer, Grant No. 3-12-0022-030-2020 for Fernandina Beach Municipal Airport. This letter outlines expectations for success. Please read and follow the instructions carefully.

To properly enter into this agreement, you must do the following:

- a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, **no later than June 8, 2020**, in order for the grant to be valid.
- c. You may not make any modification to the text, terms or conditions of the grant offer.
- d. The grant offer must be digitally signed by the sponsor's legal signatory authority and then the grant offer will be routed via email to the sponsor's attorney. Once the attorney has digitally attested to the grant, an email with the executed grant will be sent to all parties.

Subject to the requirements in 2 CFR §200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System. The terms and conditions of this agreement require you drawdown and expend these funds within four years.

An airport sponsor may use these funds for any purpose for which airport revenues may be lawfully used. CARES grant recipients should follow the FAA's Policy and Procedures Concerning the Use of Airport Revenues ("Revenue Use Policy"), 64 Federal Register 7696 (64 FR 7696), as amended by 78 Federal Register 55330 (78 FR 55330). The Revenue Use Policy defines permitted uses of airport revenue. In addition to the detailed guidance in the Revenue Use Policy, the CARES Act states the funds may not be used for any purpose not related to the airport.

With each payment request you are required to upload directly to Delphi:

- An invoice summary, even if you only paid a single invoice and
- The documentation in support of each invoice covered in the payment request.

For the final payment request, in addition to the requirement listed above for all payment requests, you are required to upload directly to Delphi:

- A final financial report summarizing all of the costs incurred and reimbursed, and
- An SF-425, and
- A narrative report.

The narrative report will summarize the expenses covered by the CARES Act funds and state that all expenses were in accordance with the FAA's Policy and Procedures Concerning the Use of Airport Revenues and incurred after January 20, 2020.

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

Once you have drawn down all funds and uploaded the required documents to Delphi, notify Armando L. Rovira by email that the grant is administratively and financially closed. Armando is readily available to assist you and your designated representative with the requirements stated herein. We sincerely value your cooperation in these efforts.



U.S. Department
of Transportation
Federal Aviation
Administration

CARES ACT AIRPORT GRANT AGREEMENT

PART I – OFFER

Federal Award Offer Date

Airport/Planning Area

Fernandina Beach Municipal Airport

CARES Grant Number

3-12-0022-030-2020

Unique Entity Identifier

07-919-2274

TO: City of Fernandina Beach

(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

Enter Co-Sponsor Name(s)

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Coronavirus Aid, Relief, and Economic Security Act (CARES Act or "the Act") Airports Grants Application (herein called the "Grant") dated April 20, 2020, for a grant of Federal funds at or associated with the Fernandina Beach Municipal Airport which is included as part of this Grant Agreement; and

WHEREAS, the Sponsor has accepted the terms of FAA's Grant offer;

WHEREAS, in consideration of the promises, representations and assurances provided by the Sponsor, the FAA has approved the Grant Application for the Fernandina Beach Municipal Airport (herein called the "Grant") consisting of the following:

This Grant is provided in accordance with the CARES Act, as described below, to provide eligible Sponsors with funding to help offset a decline in revenues arising from diminished airport operations and activities as a result of the COVID-19 Public Health Emergency. CARES Act Airport Grants amounts to specific airports are derived by legislative formula.

The purpose of this Grant is to maintain safe and efficient airport operations. Funds provided under this Grant Agreement must only be used for purposes directly related to the airport. Such purposes can include the reimbursement of an airport's operational and maintenance expenses or debt service payments. CARES Act Airport Grants may be used to reimburse airport operational

and maintenance expenses directly related to Fernandina Beach Municipal Airport incurred no earlier than January 20, 2020. CARES Act Airport Grants also may be used to reimburse a Sponsor's payment of debt service where such payments occur on or after April 14, 2020. Funds provided under the Grant will be governed by the same principles that govern "airport revenue." New airport development projects may not be funded with this Grant, unless and until the Grant Agreement is amended or superseded by a subsequent agreement that addresses and authorizes the use of funds for the airport development project.

NOW THEREFORE, in accordance with the applicable provisions of the CARES Act, Public Law Number 116-136, the representations contained in the Grant Application, and in consideration of, (a) the Sponsor's acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Grant and in compliance with the conditions as herein provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100% percent of the allowable costs incurred as a result of and in accordance with this Grant Agreement.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$30,000.
2. **Period of Performance.** The period of performance shall commence on the date the Sponsor formally accepts this agreement. The end date of the period of performance is 4 years (1,460 calendar days) from the date of acceptance.

The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR § 200.309). Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR § 200.343).

The period of performance end date shall not affect, relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.

3. **Unallowable Costs.** The Sponsor shall not seek reimbursement for any costs that the FAA has determined to be unallowable under the CARES Act.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the Grant Application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages only.
5. **Final Federal Share of Costs.** The United States' share of allowable Grant costs is 100%.

6. **Completing the Grant without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the Grant without undue delays and in accordance with this Grant Agreement, the CARES Act, and the regulations, policies, standards and procedures of the Secretary of Transportation ("Secretary"). Pursuant to 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from funding eligible expenses under the Grant that exceeds three months and request prior approval from FAA. The report must include a reason for the stoppage. The Sponsor agrees to comply with the attached assurances, which are part of this agreement and any addendum that may be attached hereto at a later date by mutual consent.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs unless this offer has been accepted by the Sponsor on or before June 8, 2020, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner, including uses that violate this Grant Agreement, the CARES Act or other provision of applicable law. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement(s). The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or relate to this Grant Agreement, including, but not limited to, any action taken by a Sponsor related to or arising from, directly or indirectly, this Grant Agreement.
11. **System for Award Management (SAM) Registration And Universal Identifier** Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

- 13. Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
- 14. Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any expense which funds are provided under this Grant. The Sponsor will include a provision implementing applicable Buy American statutory and regulatory requirements in all contracts related to this Grant Agreement.
- 15. Audits for Private Sponsors.** When the period of performance has ended, the Sponsor must provide a copy of an audit of this Grant prepared in accordance with accepted standard audit practices, such audit to be submitted to the applicable Airports District Office.
- 16. Audits for Public Sponsors.** The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/> . Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA.
- 17. Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
- A. Verify the non-federal entity is eligible to participate in this Federal program by:
 - 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-federal entity is excluded or disqualified; or
 - 2. Collecting a certification statement from the non-federal entity attesting the entity is not excluded or disqualified from participating; or
 - 3. Adding a clause or condition to covered transactions attesting the individual or firm is not excluded or disqualified from participating.
 - B. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. sub-contracts).
 - C. Immediately disclose to the FAA whenever the Sponsor (1) learns the Sponsor has entered into a covered transaction with an ineligible entity, or (2) suspends or debar a contractor, person, or entity.
- 18. Ban on Texting While Driving.**
- A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work

for, or on behalf of, the Federal government, including work relating to this Grant or subgrant.

2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- B. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.

19. Trafficking in Persons.

- A. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not —
 1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 2. Procure a commercial sex act during the period of time that the award is in effect; or
 3. Use forced labor in the performance of the award or subawards under the award.
- B. The FAA as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —
 1. Is determined to have violated a prohibition in paragraph A of this award term; or
 2. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph A.1 of this award term through conduct that is either—
 - a. Associated with performance under this award; or
 - b. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.
 3. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph A during this award term.
 4. Our right to terminate unilaterally that is described in paragraph A of this section:
 - a. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
 - b. Is in addition to all other remedies for noncompliance that are available to the FAA under this award.

20. Employee Protection from Retaliation.

A. Prohibition of Reprisals –

1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
 - a. Gross mismanagement of a Federal grant;
 - b. Gross waste of Federal funds;
 - c. An abuse of authority relating to implementation or use of Federal funds;
 - d. A substantial and specific danger to public health or safety; or
 - e. A violation of law, rule, or regulation related to a Federal grant.
2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
 - a. A member of Congress or a representative of a committee of Congress;
 - b. An Inspector General;
 - c. The Government Accountability Office;
 - d. A Federal office or employee responsible for oversight of a grant program;
 - e. A court or grand jury;
 - f. A management office of the grantee or subgrantee; or
 - g. A Federal or State regulatory enforcement agency.
3. Submission of Complaint – A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
4. Time Limitation for Submittal of a Complaint - A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
5. Required Actions of the Inspector General – Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
6. Assumption of Rights to Civil Remedy - Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

21. Co-Sponsor. Co-Sponsors understand and agree that they jointly and severally adopt and ratify the representations and assurances contained herein and that the word "Sponsor" as used in the application and other assurances is deemed to include all co-sponsors.

22. Limitations. Nothing provided herein shall be construed to limit, cancel, annul, or modify the terms of any Federal grant agreement(s), including all terms and assurances related thereto, that have been entered into by the Sponsor and the FAA prior to the date of this Grant Agreement.

SPECIAL CONDITIONS

1. **Equipment or Vehicle Replacement.** The Sponsor agrees that it will treat the proceeds from the trade-in or sale of equipment being replaced with these funds as airport revenue.

2. **Equipment Acquisition.** The Sponsor agrees that it will maintain Sponsor-owned and -operated equipment and use for purposes directly related to the airport.
3. **Utilities Proration.** For purposes of computing the United States' share of the allowable airport operations and maintenance costs, the allowable cost of utilities incurred by the Sponsor to operate and maintain airport(s) included in the Grant must not exceed the percent attributable to the capital or operating costs of the airport.
4. **Utility Relocation in Grant.** The Sponsor understands and agrees that:
 - A. The United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs;
 - B. FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and
 - C. The utilities must serve a purpose directly related to the Airport.

The Sponsor's acceptance of this Offer and ratification and adoption of the Grant Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the CARES Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Grant and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**

(Signature)

(Typed Name)

(Title of FAA Official)

PART II - ACCEPTANCE

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Grant Application and incorporated materials referred to in the foregoing Offer under Part II of this Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Grant Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.

Dated _____

City of Fernandina Beach

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By: _____

(Typed Name of Sponsor's Authorized Official)

Title

:

(Title of Sponsor's Authorized Official)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Florida. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the CARES Act. The Sponsor understands funding made available under this Grant Agreement may only be used to reimburse for airport operational and maintenance expenses, and debt service payments. The Sponsor further understands it may submit a separate request to use funds for new airport/project development purposes, subject to additional terms, conditions, and assurances. Further, it is my opinion that the said Grant Agreement constitutes a

legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated _____

By: _____

(Signature of Sponsor's Attorney)

CARES ACT ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances are required to be submitted as part of the application by sponsors requesting funds under the provisions of the Coronavirus Aid, Relief, and Economic Security Act of 2020 (CARES Act or “the Act”), Public Law Number, Public Law 116-136. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
2. Upon acceptance of this Grant offer by the sponsor, these assurances are incorporated into and become part of this Grant Agreement.

B. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this Grant that:

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- b. Hatch Act – 5 U.S.C. 1501, et seq.
- c. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.
- d. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).
- e. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.
- f. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- g. Clean Air Act, P.L. 90-148, as amended.
- h. Coastal Zone Management Act, P.L. 93-205, as amended.
- i. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.
- j. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).
- k. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- l. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).

- m. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- n. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- o. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- p. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.
- q. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.
- r. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.
- s. Copeland Anti-kickback Act - 18 U.S.C. 874.1.
- t. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.
- u. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- v. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.
- w. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.
- x. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

- a. Executive Order 11246 - Equal Employment Opportunity
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction
- f. Executive Order 12898 - Environmental Justice
- g. Executive Order 13788 - Buy American and Hire American
- h. Executive Order 13858 - Strengthening Buy-American Preferences for Infrastructure Projects

FEDERAL REGULATIONS

- a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- c. 2 CFR Part 1200 - Nonprocurement Suspension and Debarment.

- d. 28 CFR Part 35 - Discrimination on the Basis of Disability in State and Local Government Services.
- e. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- f. 29 CFR Part 1 - Procedures for predetermination of wage rates.
- g. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.
- h. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering Federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).
- i. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements).
- j. 49 CFR Part 20 - New restrictions on lobbying.
- k. 49 CFR Part 21 - Nondiscrimination in Federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- l. 49 CFR Part 26 - Participation by Disadvantaged Business Enterprises in Department of Transportation Program .49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.
- m. 49 CFR Part 28 - Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- n. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- o. 49 CFR Part 32 - Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
- p. 49 CFR Part 37 - Transportation Services for Individuals with Disabilities (ADA).
- q. 49 CFR Part 41 - Seismic safety of Federal and Federally assisted or regulated new building construction.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations, or circulars are incorporated by reference in this Grant Agreement.

1. Purpose Directly Related to the Airport

It certifies that the reimbursement sought is for a purpose directly related to the airport.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed grant; that an official decision has been made by the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed Grant and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Good Title.

It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

4. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with this Grant Agreement.
- c. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated

and maintained in accordance Title 49, United States Code, the regulations, and the terms and conditions of this Grant Agreement.

5. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all Grant accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the Grant in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the Grant supplied by other sources, and such other financial records pertinent to the Grant. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the Grant in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

6. Exclusive Rights.

The sponsor shall not grant an exclusive right to use an air navigation facility on which this Grant has been expended. However, providing services at an airport by only one fixed-based operator is not an exclusive right if—

- a. it is unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide the services; and
- b. allowing more than one fixed-based operator to provide the services requires a reduction in space leased under an agreement existing on September 3, 1982, between the operator and the airport.

7. Airport Revenues.

This Grant shall be available for any purpose for which airport revenues may lawfully be used. CARES Act Grant funds provided under this Grant Agreement will only be expended for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport(s) subject to this agreement and all applicable addendums.

8. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

9. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR Part 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 1. Programs and Activities. If the sponsor has received a grant (or other Federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 2. Facilities. Where it receives a grant or other Federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
- c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property,

or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests for Proposals for work, or material under this Grant and in all proposals for agreements, including airport concessions, regardless of funding source:

“The City of Fernandina Beach in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

d. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, grant, or program; and

- b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, grant, or program.
- e. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- f. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

10. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any activity that uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

11. Acquisition Thresholds.

The FAA deems equipment to mean tangible personal property having a useful life greater than one year and a per-unit acquisition cost equal to or greater than \$5,000. Procurements by micro-purchase means the acquisition of goods or services for which the aggregate dollar amount does not exceed \$10,000. Procurement by small purchase procedures means those relatively simple and informal procurement methods for securing goods or services that do not exceed the \$250,000 threshold for simplified acquisitions.

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2020-76
Agreement Amendment - Florida Department of Transportation (FDOT)

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2020-76

SYNOPSIS: For many years the City has entered into a Traffic Signal Maintenance and Compensation Agreement with the Florida Department of Transportation which allows the City to be reimbursed for maintaining traffic signals throughout the City (Resolution 2015-85).

The Florida Department of Transportation provided an amendment, Exhibit "1", to the agreement where compensation will be a lump sum payment for Fiscal Year 2020/2021 as detailed in Exhibit "A" of the Traffic Signal Maintenance and Compensation Agreement.

FISCAL IMPACT: Reimbursement funds will be deposited into the 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 2020-76.

Rex Lester, Streets & Parks Maintenance Director	5/13/2020
Nicole Bednar, Administrative Services Manager	5/13/2020
Dale L. Martin, City Manager	5/14/2020
Tammi E. Bach, City Attorney	5/21/2020
Pauline Testagrose, Comptroller	5/22/2020
Katie Newton, Legal Assistant	5/22/2020

Submitted By: Cathy Sabattini, Administrative Coordinator Date: April 21, 2020

COMMISSION ACTION: Adopt

RESOLUTION 2020-76

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING THE AMENDMENT TO THE TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT); AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission desires to obtain reimbursement on an annual basis for maintenance of traffic signals and devices on the state highway system located throughout the City of Fernandina Beach, Florida 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 amend the Traffic Signal Maintenance and Compensation Agreement (Exhibit "1") which allows the City of Fernandina Beach, Florida, to be reimbursed by the Florida Department of Transportation 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 Amendment to the Traffic Signal Maintenance and Compensation Agreement, attached hereto as Exhibit "1" between the City of Fernandina Beach and the Florida Department of Transportation (FDOT), and the reimbursement amount shown in Exhibit "A".

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 2nd day of June, 2020.

CITY OF FERNANDINA BEACH

John A. Miller
Mayor – Commissioner

ATTEST:

Caroline Best
City Clerk

APPROVED AS TO FORM & LEGALITY:



Tammi E. Bach
City Attorney

Resolution 2020-76
Exhibit "1"

CONTRACT NO. ARV53
FINANCIAL PROJECT NO. 41353218809
F.E.I.D. NO. F596000317020
AMENDMENT NO. _____

THIS AMENDMENT TO THE TRAFFIC SIGNAL AND MAINTENANCE AGREEMENT ("Amendment") is made and entered into on this _____ day of _____, by and between the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION ("Department"), an agency of the State of Florida, and City of Fernandina Beach, ("Maintaining Agency").

RECITALS

WHEREAS, the Department and the Maintaining Agency on 06/23/15 entered into a Traffic Signal Maintenance and Compensation Agreement ("Agreement").

WHEREAS, the Parties have agreed to modify the Agreement on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants in this Amendment, the Agreement is amended as follows:

1. Exhibit A is amended, superseded and replaced in its entirety with the new Exhibit A that is attached to this Amendment.

IN WITNESS WHEREOF, the undersigned parties have executed this Amendment on the day, month and year set forth above.

City of Fernandina Beach, Florida
(Maintaining Agency)

By: _____
(Authorized Signature)

Print/Type Name: Dale L. Martin

Title: City Manager

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____
(Authorized Signature)

Print/Type Name: James Hannigan

Title: District Traffic Operations Engineer

Legal Review: _____

[illegible]

TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT**Reimbursement for Maintenance and Operation**

Exhibit A										
Compensation for Maintaining Traffic Signals and Devices for FY 2021										
Effective Date: from 07/01/2020 to 06/30/2021										
CITY OF FERNANDINA BEACH										
Intersection Location	Traffic Signals (TS)	Traffic Signal - Interconnected & monitored (IMTS)	Intersection Control Beacon (ICB)	Pedestrian Flashing Beacon (PFB)	Emergency Fire Dept. Signal (FDS)	Speed Activated Warning Display (SAWD) or Blank Out Sign (BOS)	Traffic Warning Beacon (TWB)	Travel Time Detector (TTD)	Uninterruptible Power Supplies (UPS)	Compensation Amount (using Unit Rates from Exhibit B)
SR200, (A1A/N. 8TH ST.) at SR200/A1A ATLANTIC AVE.		\$5,003								\$5,003
SR200/A1A at CITRONA DR.				\$698						\$698
							Total Lump Sum Amount*			\$28,547.00

* Amount paid shall be the Total Lump Sum (*minus any retainage or forfeiture*).

I certify that the above Traffic Signals and Devices will be maintained and operated in accordance with the requirements of the Traffic Signal Maintenance and Compensation Agreement. For satisfactory completion of all services detailed in this Agreement for this time period, the Department will pay the Maintaining Agency a Total Lump Sum (minus any retainage or forfeiture) of \$28,547.00

Maintaining Agency

Date

District Traffic Operations Engineer

Date

RESOLUTION 2015- 85

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING THE TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT); AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission desires to obtain reimbursement on an annual basis for maintenance of traffic signals and highway lighting on the state highway system located throughout the City of Fernandina Beach, Florida as offered by FDOT; and

WHEREAS, the City of Fernandina Beach and FDOT wish to enter into a Traffic Signal Maintenance and Compensation Agreement which allows the City to be reimbursed by FDOT in the amounts shown in Exhibit "A" and "B" of said agreement.

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

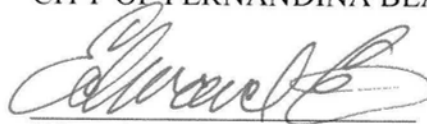
SECTION 1. The City Commission hereby approves the Traffic Signal Maintenance and Compensation Agreement, attached hereto as Exhibit "A", between the City of Fernandina Beach and the Florida Department of Transportation.

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.

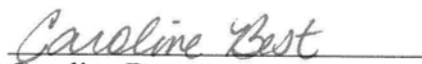
ADOPTED this 2nd day of June, 2015.

CITY OF FERNANDINA BEACH

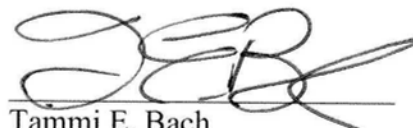


Edward E. Boner
Mayor – Commissioner

ATTEST:


Caroline Best
City Clerk

APPROVED AS TO FORM & LEGALITY:


Tammi E. Bach
City Attorney

TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

CONTRACT NO. ARV53
FINANCIAL PROJECT NO. 41353218809
F.E.I.D. NO. F596000317017

THIS TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT ("Agreement"), is entered into this 23rd day of June, 2015, between the Florida Department of Transportation, an agency of the State of Florida, herein called the "Department", and CITY OF FERNANDINA BEACH, Florida, CITY OF FERNANDINA BEACH ("Maintaining Agency").

WITNESSETH:

- A. The Department is authorized under Section 335.055, Florida Statutes, to enter into this Agreement.
- B. The Maintaining Agency is authorized under Resolution 2015-85 to enter into this Agreement and has authorized its undersigned representative to enter into and execute this Agreement on behalf of the Maintaining Agency.

NOW, THEREFORE, in consideration of the mutual covenants contained in the Agreement, the sufficiency of which is acknowledged, the parties mutually agree and covenant as follows:

1. The Maintaining Agency shall be responsible for the maintenance and continuous operation of the traffic signals, interconnected and monitored traffic signals (IMTS) (defined as signals that are interconnected with telecommunications and are monitored at a central location), traffic signal systems (defined as central computer, cameras, message signs, communications devices, interconnect / network, vehicle, bicycle & pedestrian detection devices, traffic signal hardware and software, preemption devices, and uninterruptible power supplies ("UPS")), control devices (defined as intersection control beacons, traffic warning beacons, illuminated street name signs, pedestrian flashing beacons (i.e., school zone flashing beacons, pedestrian crossing beacons, and Rectangular Rapid Flashing Beacons)), and emergency/fire department signals and speed activated warning displays. The Maintaining Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with operation of such traffic signals and signal systems and devices upon completion of installation of each signal or device. All traffic signals and control devices mentioned in this paragraph are referred to in this Agreement as "Traffic Signals and Devices".
2. The Department agrees to pay the Maintaining Agency an annual compensation amount based on the Department's fiscal year. The compensation amount consists of the cost of the maintenance and continuous operation of the Traffic Signals and Devices as identified in Exhibit A. Payments by the Department will be made in accordance with Exhibit B. In the case of construction contracts, the Maintaining Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with the operation of the Traffic Signals and Devices, and shall undertake the maintenance and continuous operation of these Traffic Signals and Devices upon final acceptance of the installation by the Department. Prior to any final acceptance of the installation by the Department, the Maintaining Agency will have the opportunity to inspect and request modifications or corrections to the installation(s) and the Department agrees to undertake those modifications or corrections prior to final acceptance so long as the modifications or corrections comply with the Agreement, signal plans, and specifications previously approved by both the Department and Maintaining Agency. Repair or replacement and other responsibilities of the installation contractor and the Department, during construction, are contained in the Department's Standard Specifications for Road and Bridge Construction.
3. The Maintaining Agency shall maintain and operate the Traffic Signals and Devices in a manner that will ensure safe and efficient movement of highway traffic and that is consistent with maintenance practices prescribed by the International Municipal Signal Association (IMSA) and operational requirements of the Manual on Uniform Traffic Control Devices (MUTCD), as amended.
4. The Maintaining Agency's maintenance responsibilities include, but are not limited to, locates, preventive maintenance (periodic inspection, service and routine repairs), restoration of services, and emergency maintenance (trouble shooting in the event of equipment malfunction, failure, or damage). Restoration of services may include temporary poles, stop signs or other methods to maintain traffic. The Maintaining Agency shall record its maintenance activities in a traffic signal maintenance log.
5. The Department intends to conduct a structural inspection of the mast arm structures and strain poles every 60 months, which inspection shall comply with the checklist included in Exhibit C, attached to and incorporated in this Agreement. The inspection report will serve as a 90-day notification to the Maintaining Agency that deficiencies exist which require preventative maintenance and periodic maintenance. Preventative maintenance includes but is not limited to: spot painting, cleaning, all wiring issues, graffiti removal, all signal related issues (lighting, signs and connections), and response to traffic impact including repair and replacement of all components damaged by the traffic impact. For any new painted mast arms installed after the date of this agreement, preventative maintenance includes all items described above and also includes repainting, tightening of nuts, replacing missing or deficient bolts, replacement of missing cap covers or equivalent, replacement of missing or deficient access hole cover plates, and repairing improper grounding. Damaged mast arm structures and strain poles must be properly repaired or replaced by the Maintaining Agency. If the Maintaining Agency is not successful in recovering damage costs from responsible party(ies) within 180 days from the occurrence of damage, the Department will reimburse the Maintaining Agency for costs

TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

incurred due to traffic impacts to mast arms, which reimbursements will be processed after the Department receives a properly completed and supported invoice from the Maintaining Agency. The Department will pursue reimbursements from individuals and/or the third parties who cause damages to mast arms and are liable for replacement/repair costs. Failure to perform preventative maintenance after notification of an inspection deficiency will result in the Maintaining Agency being responsible for the corrective actions. If spot painting or any other described preventative maintenance is not carried out, there shall be a 25% retainage of the annual compensation amount for the affected signal locations until the preventative maintenance is performed. For each month subsequent to the expiration of the 90-day notice given to the Maintaining Agency that preventative maintenance deficiencies exist, 1/12th of the annual compensation amount for the affected signal locations will be forfeited up to 25% of the annual compensation amount. In the case of a total paint failure on a mast arm installed prior to the date of this Agreement, the Department will fund the cost of repainting. This does not include any mast arm that was installed with a separate mast arm painted finish agreement. The terms of that agreement will control.

6. Periodic maintenance includes but is not limited to: repair of cracks in the mast arm structure; removal and/or repair of grout pads; resetting of anchor bolts; and repair or replacement of deteriorated anchor bolts and nuts. For any new mast arm installations after the date of this Agreement, if a Maintaining Agency requests a painted mast arm, the Maintaining Agency agrees to perform all required periodic and preventative maintenance. Any periodic maintenance performed on the mast arm structure by the Maintaining Agency needs Department approval prior to commencement of work and shall be performed within 90 days unless under an emergency situation. Any and all work performed by the Maintaining Agency must conform to the current Department Standard Specifications for Road and Bridge Construction as applicable. Mast arms that the Department determines to be at the end of its useful life will be replaced by the Department so long as documented preventative maintenance and any applicable periodic maintenance was satisfactorily performed by the Maintaining Agency.

The Table below summarizes the roles of the Maintaining Agency and the Department with regard to preventative and periodic maintenance of mast arms:

Maintaining Agency	Florida DOT
Preventative maintenance of all mast arm structures	Periodic maintenance of all mast arm structures (except for any new painted and existing painted structures with signed separate Agreement)
Periodic maintenance of structures (for any new painted and existing painted structures with signed separate Agreement)	
Damage repair or replacement of structures	Compensate Maintaining Agency for damage repair or replacement of structures
	Replacement at end of life cycle of the structure

7. The Department will reimburse the Maintaining Agency for costs incurred due to traffic impacts to traffic signal controller cabinet assemblies, traffic signal battery backup, UPS cabinet assemblies, pedestrian flashing beacons, strain pole repair or replacement, and all devices shown in Exhibit A, if the Maintaining Agency is not successful in recovering damage costs from responsible parties. The Maintaining Agency will be responsible for pursuing reimbursements from individuals and/or the third parties that cause damages. However, if the Maintaining Agency is not successful in recovering damage costs from responsible party(ies) within 180 days from the occurrence of damage, the Department will pursue reimbursements from individuals and/or the third parties who cause damages and are liable for replacement/repair costs to the traffic signal controller cabinet assemblies, traffic signal battery backup, UPS cabinet assemblies, pedestrian flashing beacons, strain poles, and all devices shown in Exhibit A. Applicable reimbursements will be processed after the Department receives a properly completed and supported invoice from the Maintaining Agency.
8. The Maintaining Agency may remove any component of the installed equipment for repair or testing; however, it shall only make permanent modifications or equipment replacements and only if the equipment provided is capable of performing at minimum the same functions as the equipment being replaced. The Department shall not make any modifications or equipment replacements without prior written notice to and consultation with the Maintaining Agency.
 - a. The Maintaining Agency shall implement and maintain the timing and phasing of the traffic signals in accordance with the Department's timing and phasing plans, specifications, special provisions, Department re-timing projects, and the Department's Traffic Engineering Manual. The Maintaining Agency shall obtain prior written approval from the Department for any modification in phasing of signals and flash times (where applicable). Signal Systems timings (cycle length, split, offsets, sequence) are considered operational changes and may be changed by the Maintaining Agency to accommodate changing needs of traffic. The Maintaining Agency may make changes in the signal timing provided these changes are made under the direction of a qualified Professional Engineer registered in the State of Florida. The Maintaining Agency shall make available a copy of the timings to the Department upon request. The Department reserves the right to examine equipment, timing and phasing at any time and, after consultation with the Maintaining Agency, may specify modifications. If the Department specifies modification in timing or phasing, implementation of such modifications will be coordinated with, or made by, the Maintaining Agency. All signal timing and phasing records shall be retained by the Maintaining Agency for at least three (3) years, and will be made available to the Department upon request.

TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

9. The Maintaining Agency shall note in the maintenance log any changes in timings and phasings, and keep a copy of the timings and phasings, and any approval documentation in a file. A copy of the log shall be provided to the Department upon request. Maintaining Agencies may provide this information electronically.
10. The Maintaining Agency and the Department shall update Exhibit A on an annual basis which Exhibit A is attached to and incorporated in this Agreement. Exhibit A will contain all Traffic Signals and Devices on the State Highway System which are within the jurisdiction of the Maintaining Agency, those that are maintained by the Maintaining Agency and those that are maintained but not included for compensation. No changes or modifications may be made to Exhibit A during the Department's fiscal year for compensation. New Traffic Signals and Devices added by the Department during its fiscal year must be maintained and operated by the Maintaining Agency upon the Department's final acceptance as stated in paragraph 2. The Maintaining Agency and the Department shall update Exhibit A preceding each Department's fiscal year, which will include all new Department Traffic Signals and Devices added during the Department's previous fiscal year and delete those removed. Exhibit A will need to be incorporated into this Agreement by an amendment to this Agreement each time Exhibit A is updated. The Maintaining Agency will begin receiving compensation for new Traffic Signals and Devices in the Department's fiscal year after the Traffic Signals and Devices are installed and final acceptance is given by the Department. In the event that no change has been made to the previous year's Exhibit A, a certification from the Maintaining Agency shall be provided to the Department certifying that no change has been made to Exhibit A in the Department's previous fiscal year. The annual compensation will be a lump sum payment (minus any retainage or forfeiture) as set forth in Exhibit B. Future payments will be based on the information provided in Exhibit A, in accordance with the provisions as set forth in Exhibit B, attached to and incorporated in this Agreement.
11. Payment will be made in accordance with Section 215.422, Florida Statutes.
12. There shall be no reimbursement for travel expenses under this Agreement.
13. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
14. The Maintaining Agency should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than twenty (20) working days. The Department 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.
15. If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Maintaining Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Maintaining Agency requests payment. Invoices returned to a Maintaining Agency because of Maintaining Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.
16. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors or vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Division of Consumer Services at 1-877-693-5236.
17. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for three (3) years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Maintaining Agency's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
18. In the event this contract is for services in excess of \$25,000.00 and a term for a period of more than one (1) year, the provisions of Section 339.135(6)(a), F.S., are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000.00 and which have a term for a period of more than 1 year."

TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

19. The Department's obligation to pay is contingent upon an annual appropriation by the Florida Legislature.
20. 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, contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.
21. 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.
22. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
23. The Maintaining Agency may be subject to inspections of Traffic Signals and Devices by the Department. Such findings will be shared with the Maintaining Agency and will be the basis of all decisions regarding payment reduction, reworking, Agreement termination, or renewal. If at any time the Maintaining Agency has not performed the maintenance responsibility on the locations specified in the Exhibit A, the Department has the option of (a) notifying the Maintaining Agency of the deficiency with a requirement that it be corrected within a specified time, otherwise the Department shall deduct payment for any deficient Traffic Signal(s) and Device(s) maintenance not corrected at the end of such time, or (b) take whatever action is deemed appropriate by the Department. Any suspension or termination of funds does not relieve any obligation of the Maintaining Agency under the terms and conditions of this Agreement.
24. The Department shall monitor the performance of the Maintaining Agency in the fulfillment of the agreement. The Maintaining Agency shall submit an annual Report prior to June 30 of each year detailing the following
 - a. Critical Detection device malfunctions: Critical detection is defined as the detection on side-streets and in left turn lanes on the main streets, and all pedestrian/bicycle detection. Repairs to the side-street and main street left turn detections shall be made within sixty (60) days of discovery and repairs to the pedestrian detection shall be made within 72 hours after notification. All these events shall be logged into the annual report. If repairs cannot be performed within 60 days, the agency shall document the reasons why. Discovery of such events shall be logged into the annual report. The Maintaining Agency shall ensure that 90% of all critical detectors systemwide are operating properly at all time. Any time the level drops below 90%, the Agency would have ninety (90) days to correct the situation. A 5% retainage of the total annual compensation amount (as shown in Exhibit A) will be withheld whenever the 90% critical detection requirement is not met within the 90-day period.
 - b. Traffic signal preventative maintenance inspections: All traffic signals shall receive at least one (1) minor preventative maintenance inspection, preferably two inspections, within a twelve (12) month period. Preventative maintenance inspection shall include verification that all detection is working, the signal is cycling properly, the ventilation system is functioning and filters are clean. Basic traffic cabinet maintenance shall also verify power feed voltages, verify that the vehicle and pedestrian indications are functioning properly, test the effective functioning of pedestrian push buttons, and check hinges and door locks. At least one (1) conflict monitor test shall be performed during a twelve (12) month period. Each test is to be documented and included in the annual report to the Department. The inspection report should note the location, date of inspection and any items noted. If the traffic signals do not receive at least one (1) minor preventative maintenance inspection during a twelve (12) month period, there shall be a 20% retainage of the annual compensation amount for the affected signal locations until the preventative maintenance inspection is made. If not performed within the state's fiscal year, the 20% retainage of the annual compensation amount for the affected signal locations will be forfeited.
 - c. For any traffic signals that are interconnected with telecommunications and their real-time operation is electronically monitored via software by personnel at a central location and are therefore receiving the higher compensation amount as described in Exhibit B, the name(s), titles of those monitoring those intersections, and the location of the central monitoring facility(s) are to be documented and contained in the annual report submitted to the Department.
 - d. In addition to the above requirements, if at least 50% of the traffic signals are not inspected and if at least half of the critical detection requirements as stated in 24a are not met, the Department will retain an additional 25% of the remaining compensation amount.

TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

25. The Maintaining Agency may enter into agreements with other parties pertaining to Traffic Signals and Devices including, but not limited to, agreements relating to costs and expenses incurred in connection with the operation of traffic signals and devices on the State Highway System, provided that such Agreements are consistent with the mutual covenants contained in this Agreement. The Maintaining Agency shall furnish a copy of such agreements to the Department.
26. This Agreement may not be assigned or transferred by the Maintaining Agency in whole or in part without consent of the Department.
27. The Maintaining Agency shall allow public access to all documents, papers, letters, or other material subject to 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 will be grounds for immediate unilateral cancellation of this Agreement by the Department.
28. This Agreement is governed by and construed in accordance with the laws of the State of Florida. The invalidity or unenforceability of any portion of this Agreement does not affect the remaining provisions and portions hereof. Any failure to enforce or election on the part of the Department to not enforce any provision of this Agreement does not constitute a waiver of any rights of the Department to enforce its remedies hereunder or at law or in equity.
29. This term of this Agreement is twenty (20) years; provided that either party may cancel this Agreement prior to the expiration of the term of this Agreement. A minimum notice period of two (2) years plus the remaining months of the Department's fiscal year shall be provided to the other party in writing. Should the Maintaining Agency provide its written notice of cancellation to the Department, the notice shall be endorsed by the elected body (County Commission, City Council, or local agency governing body) under which the Agency operates.
30. Upon execution, this Agreement cancels and supersedes any and all prior Traffic Signal Maintenance Agreement(s) between the parties, except specific separate Agreements covering painted mast arm maintenance or any other aspect related to the painting of mast arms.
31. The Department reserves the right to remove select critical corridors or critical intersections from the Maintaining Agency's obligation under this Agreement. The remaining intersections and corridors would continue to be covered under this Agreement. The Department will provide a minimum of one year notice prior to take-over of maintenance of critical corridors or critical intersections.
32. The Department agrees that the Maintaining Agency must comply with State law regarding appropriations and budgets. This Agreement shall not be interpreted to conflict with State law applicable to the Maintaining Agency.
33. The Maintaining Agency shall:
- utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Maintaining Agency during the term of the contract; and
 - expressly require any contractors and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
34. Exhibits A, B, and C are attached and incorporated by reference.
35. This Agreement contains all the terms and conditions agreed upon by the parties.

IN WITNESS WHEREOF, the parties have caused these presents to be executed, the day and year first above written.

CITY OF FERNANDINA BEACH _____, Florida
(Maintaining Agency)

By *[Signature]*
(Authorized Signature)

Print/Type Name: Joe Gerrity

Title: City Manager

Attest: Caroline Best, City Clerk

Attorney: _____ Date: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By *[Signature]* 6/23/15
(Authorized Signature)

Print/Type Name: Jerry Ausher, P.E.

Title: District Traffic Operations Engineer

Legal Review: *[Signature]*

7.18.15

APPROVED AS TO FORM AND LEGALITY:

CITY ATTORNEY

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

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 TRAFFIC OPERATIONS
 04/15
 Exhibit A Page 1 of 2

Exhibit A										
Compensation for Maintaining Traffic Signals and all other Devices for FY 2016										
Effective Date: from 07/01/2015 to 06/30/2016										
CITY OF FERNANDINA BEACH										
Intersection Location	Traffic Signals (TS)	Traffic Signal - Interconnected & monitored (IMTS)	Intersection Control Beacon (ICB)	Pedestrian Flashing Beacon (PFB)	Emergency Fire Dept. Signal (FDS)	Speed Activated Warning Display (SAWD) or Blank Out Sign (BOS)	Traffic Warning Beacon (TWB)	Travel Time Detector	Uninterruptible Power Supplies (UPS)	Compensation Amount (using Unit Rates from Exhibit B)
SR200, (A1A)/S. 8TH ST.) at LIME STREET	\$3,040	Yes						No	No	\$3,040.00
SR200, (A1A) at GUM ST.	\$3,040	Yes						No	No	\$3,040.00
SR200, (A1A) at BEECH ST.	\$3,040	Yes						No	No	\$3,040.00
SR200, (A1A/N. 8TH ST.) at SR200/A1A ATLANTIC AVE.	\$3,040	Yes						No	No	\$3,040.00
SR200, (A1A, ATLANTIC AVE.) at S. 14TH ST.	\$3,040	No						No	No	\$3,040.00
SR200, (A1A, ATLANTIC AVE.) at SR105/A1A N. FLETCHER AVE.	\$3,040	No						No	No	\$3,040.00
SR105/A1A at JASMINE ST.		No	\$760					No	No	\$760.00

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

750-010-22
 TRAFFIC OPERATIONS
 04/15
 Exhibit A Page 2 of 2

Exhibit A										
Compensation for Maintaining Traffic Signals and all other Devices for FY 2016										
Effective Date: from <u>07/01/2015</u> to <u>06/30/2016</u> CITY OF FERNANDINA BEACH										
Intersection Location	Traffic Signals (TS)	Traffic Signal - Interconnected & monitored (IMTS)	Intersection Control Beacon (ICB)	Pedestrian Flashing Beacon (PFB)	Emergency Fire Dept. Signal (FDS)	Speed Activated Warning Display (SAWD) or Blank Out Sign (BOS)	Traffic Warning Beacon (TWB)	Travel Time Detector	Uninterruptible Power Supplies (UPS)	Compensation Amount (using Unit Rates from Exhibit B)
									Total Lump Sum Amount*	\$19,000.00

* Amount paid shall be the Total Lump Sum minus any retainage or forfeiture.

I certify that the above traffic signals will be maintained and operated in accordance with the requirements of the Traffic Signal Maintenance and Compensation Agreement. For satisfactory completion of all services detailed in this agreement for this time period, the Department will pay the Maintaining Agency a Total Lump Sum (minus any retainage or forfeiture) of \$19,000.00.

Rex A. Lent 5/5/15
 Maintaining Agency Date

[Signature] 6/23/15
 District Traffic Operations Engineer Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

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**EXHIBIT B
 TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT**

1.0 PURPOSE

This exhibit defines the method and limits of compensation to be made to the Maintaining Agency for the services described in this Agreement and in Exhibit A and method by which payments will be made.

2.0 COMPENSATION

For the satisfactory completion of all services detailed in this Agreement and Exhibit A of this Agreement, the Department will pay the Maintaining Agency the Total Lump Sum (minus any retainage or forfeiture) in Exhibit A. The Maintaining Agency will receive one lump sum payment (minus any retainage or forfeiture) at the end of each fiscal year for satisfactory completion of service.

Beginning in the fiscal year 2016-17, for traffic signals which are not interconnected with telecommunications and are not monitored at a central location, the compensation amount shall be \$3,131. The compensation amount for traffic signals that are interconnected with telecommunications and are monitored at a central location shall be \$4,500 per signal location. These differential compensation amounts shall be in effect beginning July 1, 2016. The Table below shows the compensation amount for the various devices for fiscal years 2015-16 and 2016-17, and beyond.

Total Lump Sum (minus any retainage or forfeiture) Amount for each fiscal year is calculated by adding all of the individual intersection amounts.

Pedestrian Flashing Beacon: includes school zone beacons, pedestrian crossing beacons, and rectangular rapid flashing beacons (RRFB). School zones, crosswalks and warning sign locations shall be paid at a unit rate regardless of the number of individual beacons or poles.

Unit Compensation Rates per Intersection on the State Highway System

FY	Traffic Signal s (TS)	Traffic Signal - Interconnect ed & monitored (IMTS)	Intersecti on Control Beacon (ICB)	Pedestria n Flashing Beacon (PFB)	Emergen cy Fire Dept. Signal (FDS)	Speed Activate d Warning Display (SAWD) or Blank Out Sign (BOS)	Traffic Warni ng Beaco n (TWB)	Travel Time Detect or	Uninterrupti ble Power Supplies (UPS)
2014-15*	\$ 2,951		\$738	\$295	\$738	\$148	\$148		
2015-16	3,040		760	608	1,064	304	304		
2016-17	3,131	4,500	783	626	1,096	313	313	100	100
2017-18	Based on the Consumer Price Index (CPI), the 2016-17 compensation amounts will be revised upwards.								
2018-19	Based on the CPI, the 2017-18 compensation amounts will be revised upwards.								
2019-20	Based on the CPI, the 2018-19 compensation amounts will be revised upwards.								

*Compensation pro-rata based on intersection approaches or legs on State Highway System.

Based on the Consumer Price Index (CPI), the Unit Rate for the following fiscal year will be adjusted accordingly, unless otherwise specified in an amendment to this Agreement. However, if CPI is negative, there shall be no reduction from the previous year's compensation.

3.0 PAYMENT PROCESSING

The Maintaining Agency shall invoice the Department in a format acceptable to the Department, on an annual basis for the reimbursement costs incurred by the Maintaining Agency for the previous year prior to June 30th of each year. For example, the Maintaining Agency shall submit its invoice for the previous year beginning July 1, 2015 through June 30, 2016 no later than June 30, 2016.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

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EXHIBIT C

TRAFFIC SIGNAL MAST ARM CHECKLIST

Traffic Signal Mast Arm Checklist

- Foundation, including condition of grout pad if present
- Anchor bolts and nuts
- Base plate
- Base plate connection to vertical member
- Hand hole and hand hole covers and inside of vertical member by removing hand hole covers
- Connections between vertical and horizontal members
- Any member splices
- Attachments
- Member caps

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: The attached 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.

This Resolution was removed from the May 5, 2020 City Commission Regular Meeting agenda for further review.

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 5/22/2020

Pauline Testagrose, Comptroller 5/26/2020

Tammi E. Bach, City Attorney 5/26/2020

Date: May 06, 2020

Submitted By: Nicole Bednar, Administrative Services Manager

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 June 2, 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 2nd day of June, 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 2nd day of June, 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 June 2, 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 2nd day of June, 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.

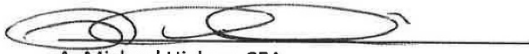
As part of the Property Appraiser Office, the GIS Division serves as the primary provider of GIS-based services for Nassau County working on both enterprise implementation projects as well as City department specific needs.

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.

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, 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 five 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 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

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; and

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, 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, aerals and many more types of critical data. The Appraiser will support the City with GIS services not to exceed five (5) 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 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.
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, 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

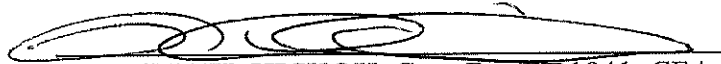
(signatures continue on next page)

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



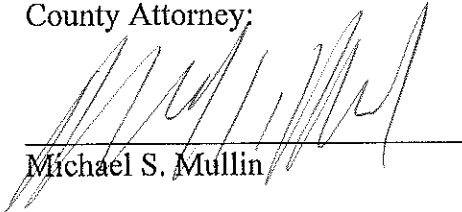
TAMMI E. BACH

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 2020-77
Agreement Amendment - CPH, Inc.

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2020-77

SYNOPSIS: The City approved Resolution 2018-155 awarding RFQ #2018-20 to CPH, Inc. for Area 5 Downtown Drainage Improvements in an amount not to exceed \$165,000. The original proposal was \$116,140. Amendment #1 was later approved by the City Manager in the amount of \$48,510 bringing the total project amount to \$164,650.

Amendment #2 (in the amount of \$30,744) addresses additional permit requirements from St. John's River Water Management District (SJRWMD) that were not included in the original scope of work. A Municipal Conceptual Stormwater Permit is required that will also include all redevelopment and infrastructure projects in the historic downtown and waterfront.

Amendment #3 (in the amount of \$16,160) addresses electrical engineering and specifications for the proposed stormwater lift station.

Staff recommends approval of both Amendments.

FISCAL IMPACT: Funds are available 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 2020-77

Andre Desilet, Stormwater Manager	5/14/2020
Nicole Bednar, Administrative Services Manager	5/20/2020
Dale L. Martin, City Manager	5/20/2020
Pauline Testagrose, Comptroller	5/21/2020
Tammi E. Bach, City Attorney	5/21/2020

Submitted By: _____ Date: May 05, 2020
Susan Filipkowski, Staff Assistant

COMMISSION ACTION: Adopt

RESOLUTION 2020-77

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING AMENDMENT #'S 2 AND 3 WITH CPH, INC.; FOR ADDITIONAL WORK RELATING TO THE AREA 5 DOWNTOWN DRAINAGE IMPROVEMENTS; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on October 16, 2018, the City Commission adopted Resolution 2018-155 awarding RFQ #2018-20 to CPH, Inc. for Area 5 Downtown Drainage Improvements in an amount not to exceed \$165,000. The City then entered into a contract with CPH, Inc. for the originally proposed amount of \$116,140; and

WHEREAS, Amendment #1 was later approved by the City Manager in the amount of \$48,510 bringing the total project amount to \$164,650; and

WHEREAS, due to additional permit requirements by St. John's River Water Management District (SJRWMD), it is necessary to amend the agreement with CPH, Inc. to include the additional services described in Amendment #2; and

WHEREAS, the electrical system to support the proposed stormwater lift station requires engineering design and specification not originally anticipated, Amendment #3 is required to address this additional scope of services; and

WHEREAS, staff recommends approval of Amendment #'s 2 and 3 in the amount of \$30,744 and \$16,160 respectively; and

WHEREAS, funds are budgeted 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 Amendment #'s 2 and 3 with CPH, Inc., attached hereto as Exhibit "A" and "B," for a total of \$46,904 for additional permitting work and electrical design relating to the Area 5 Downtown Drainage Improvements.

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

ADOPTED this 2nd day of June, 2020.

ATTEST:

CITY OF FERNANDINA BEACH

Caroline Best
City Clerk

John A. Miller
Commissioner-Mayor

APPROVED AS TO FORM AND LEGALITY:

Tammi E. Bach
City Attorney

RESOLUTION 2018-155

A RESOLUTION OF THE CITY COMMISSION OF FERNANDINA BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE RFQ #2018-20 EVALUATION COMMITTEE TO ENTER INTO AN AGREEMENT BETWEEN CPH, INC. AND THE CITY OF FERNANDINA BEACH FOR DESIGN AND PERMITTING SERVICES; AUTHORIZING THE CITY MANAGER TO NEGOTIATE A PROFESSIONAL SERVICES CONTRACT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on September 5, 2018, the City received one proposal for the project; and

WHEREAS, on September 19, 2018, the City's RFQ #2018-20 Evaluation Committee reviewed and evaluated the package received; and

WHEREAS, the members of the Evaluation Committee unanimously selected CPH, Inc. to render the services required as advertised for RFQ #2018-20; and

WHEREAS, the Evaluation Committee recommends that the City Commission authorize the City Manager to negotiate a professional services contract with CPH, Inc. for Engineering Design and Permitting services; and

WHEREAS, funds are budgeted 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 the recommendation of the Evaluation Committee to engage in an agreement between CPH, Inc. and the City of Fernandina Beach for Engineering Design and Permitting services.

SECTION 2. The City Manager is hereby authorized to negotiate a professional services contract with the highest ranked firm, CPH, Inc., in an amount not to exceed \$165,000.

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

ADOPTED this 16th day of October, 2018.

ATTEST:



Caroline Best
City Clerk

CITY OF FERNANDINA BEACH



John A. Miller
Commissioner-Mayor

APPROVED AS TO FORM AND LEGALITY:



Tammi E. Bach
City Attorney

AGREEMENT TO FURNISH PROFESSIONAL SERVICES TO THE CITY OF FERNANDINA BEACH

This AGREEMENT made on the ____ day of December 17, 2018 between the **City of Fernandina Beach**, a municipal corporation whose address at 204 Ash Street, Fernandina Beach, Florida 32034 ("CITY") and the ENGINEER, CPH, INC., whose address is 5200 Belfort Road, Suite 220, Jacksonville, FL 32256 ("ENGINEER").

For the consideration hereinafter set forth, the firm of CPH, Inc, hereinafter referred to as the ENGINEER, agrees to provide professional services to the City of Fernandina Beach, as follows:

ARTICLE 1 - SCOPE OF SERVICES

The parties hereto agree that under this Agreement, the ENGINEER will provide professional services as described in the attached Exhibit A and may also include additional professional services when and if the City of Fernandina Beach requests the ENGINEER to provide such services.

ARTICLE 2 - TERM OF AGREEMENT

This Agreement shall commence on the 17 Day of December, 2018. The Agreement shall terminate upon completion of the assigned Scope of Services or as may be warranted by additional services required beyond the initial Scope of Services.

A. Fees

As consideration for providing the services enumerated in Article I, the City of Fernandina Beach shall pay the ENGINEER fees using a lump sum method as defined in the attached Scope of Services.

B. Reimbursable Expenses

The ENGINEER's out-of-pocket expenses including, but not limited to, travel and living expenses of the ENGINEER's employees when they are away from their home office in accordance with the ENGINEER's policies when engaged on work under this agreement, long-distance telephone, and postage charges will be included in the Lump Sum Price as provided in the attached Scope of Services.

C. Direct Project Expenses

Charges for printing, reproduction, use of computer-aided design equipment, field equipment, and any laboratory analysis performed by the ENGINEER, and the use of the ENGINEER's and employee's automobiles will be included in the Lump Sum Price as provided in the attached Scope of Services.

D. Standard Hourly-Rate--Definition

The ENGINEER's standard hourly and overtime rates shall be provided to the City of Fernandina Beach if required for future purchase or task orders. The ENGINEER's hourly rates will be negotiated for each individual task order, and will be applicable through the duration of the task or purchase order.

ARTICLE 3 - TERMS OF PAYMENT

A. Monthly Invoices

The ENGINEER may submit invoices once each month to the City of Fernandina Beach for the services performed and the expenses and other charges accounted for under this agreement during the preceding month OR may submit a single invoice for full payment at the completion of the Scope of Services, Phase A. Payment as prescribed in Article 2 for services rendered by the ENGINEER during the previous billing period shall be processed in accordance with the Local Government Prompt Payment Act, Section 218.70, Florida Statutes.

B. Sales Tax

The ENGINEER shall pay all applicable sales taxes; or the City of Fernandina Beach shall provide to the ENGINEER the tax exemption information, where appropriate.

ARTICLE 4 - TERMS OF PERFORMANCE

It is further mutually agreed by the parties hereto that:

A. Starting Work

The ENGINEER will not begin work on any of the services listed in Article I until authorized in writing to proceed in accordance with Article I.

B. Information Provided by Owner

The City of Fernandina Beach shall make available to the ENGINEER all technical data in the City of Fernandina Beach's possession, including previous studies, analytical data, maps, surveys, borings, and other information required by the ENGINEER. The City shall not be liable for the accuracy of information supplied to the ENGINEER; the ENGINEER shall verify the accuracy of supplied information.

C. Suspension of Work

If any services covered by this agreement to be carried out by the ENGINEER shall be suspended, abated, or abandoned at the direction of the City of Fernandina Beach for reasons unrelated to the quality of work provided by the ENGINEER, the City of Fernandina Beach shall pay the ENGINEER for services actually rendered for such suspended, abated, or abandoned work, and any reasonable additional documented costs incurred in an orderly closing of its activities, with the payment to be based on the fees as established in this agreement.

D. Adjustment for Extended Services

Unless otherwise provided in a task order or purchase order issued under this agreement, if the services covered under this agreement have not been completed upon the expiration of a twenty-four (24) month period from the date of execution of any purchase order or task order, the ENGINEER may, upon, written notice, request a renegotiation for the fee compensation for services rendered to allow for changes in the cost of service.

E. Services in Connection with Claims, and Litigation

The scope and extent of services to be provided under a purchase order or task order does not include personnel time of the ENGINEER or time of personnel working under subagreements and related expenses required or requested to support, document, bring, defend, or assist in litigation and/or claims undertaken by or defended by the City of Fernandina Beach. All such services required or requested of the ENGINEER shall be considered additional services entitling the ENGINEER to additional compensation under this agreement. The amount of such additional compensation shall be set forth in a separate task order as reviewed and approved by the City. The ENGINEER shall be entitled to such additional compensation until and unless there is a finding by a court of competent jurisdiction that the ENGINEER is liable for damages to the City of Fernandina Beach for the acts giving rise to and requiring the requested services and expenses.

F. Ownership of Documents

The drawings, specifications, calculations, supporting documents, or other work products which are listed as deliverables in a purchase order or task order shall become the property of the City of Fernandina Beach upon delivery. The ENGINEER may keep copies or samples thereof and shall have the right to use such drawings, specifications, calculations, supporting documents, or other documents. The City of Fernandina Beach Accepts sole responsibility for the reuse of any such documents in a manner other than as initially intended, or for any use of incomplete documents unless prior written approval is obtained from the ENGINEER.

G. Account Records

The ENGINEER's accounting records, insofar as they pertain to invoicing the City of Fernandina Beach or to disbursements made from the ENGINEER's account for work under this agreement, shall be open to City of Fernandina Beach's inspection and audit at the ENGINEER's office upon reasonable prior notice and during normal business hours. Backup documentation for out-of-pocket expenses exceeding Twenty-Five and 00/100 Dollars (\$25.00) each shall be available at the ENGINEER's office. These records will be retained by the ENGINEER for three (3) years after the calendar year in which the services to which they pertain were rendered or the disbursements were made.

H. 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, national emergencies, sabotage, strikes, labor disputes, accidents, and governmental laws, ordinances, rules, or regulations. The ENGINEER or City of Fernandina Beach 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 ENGINEER or City of Fernandina Beach shall resume its performance as soon as is reasonably possible.

I. Approval of Changes

The City of Fernandina Beach must approve any changes in the scope, specifications, or other conditions under which the services specified or referred to herein are to be performed which result in additional costs or expenses to the City of Fernandina Beach or which would change the underlying purpose of the purchase or task order. Changes include, but are not limited to: issuing additional instructions, requesting additional work, direct omission of work previously ordered, or changes in time of performance.

J. Authorized Representative

Before starting work the ENGINEER shall designate an authorized representative acceptable to the City of Fernandina Beach to represent and act for the ENGINEER and shall inform the City of Fernandina Beach in writing of the name and address of such representative together with a clear definition of the scope of their authority. The ENGINEER shall keep the City of Fernandina Beach informed of any subsequent changes in the foregoing. All notices, determinations, instructions, and other communications given to the authorized representative by the City of Fernandina Beach shall be binding upon the ENGINEER and City of Fernandina Beach. The authorized representative of the City of Fernandina Beach shall be the City Manager or his designee.

K. Termination

The City of Fernandina Beach or the ENGINEER may terminate, suspend, or delay this agreement for any reason by giving at least thirty (30) days written notice to the other party of their intent to terminate, suspend, or delay. In the event the agreement is terminated, suspended or delayed by the City of Fernandina Beach for reasons unrelated to the quality of work provided by the ENGINEER, the City of Fernandina Beach shall forthwith pay the ENGINEER in full for all work previously authorized and actually performed prior to the Notice of Termination, Suspension or Delay. This payment shall be the sole financial obligation or responsibility of the City of Fernandina Beach for compensation hereunder in the event of termination, suspension or delay in accordance with the provisions of this paragraph. This agreement shall continue in effect until a Notice of Termination, Suspension or Delay is given by either party as set forth above. Upon termination, suspension or delay, at the City of Fernandina Beach's request, the ENGINEER shall turn over to the City of Fernandina Beach all work products and deliverables completed or partially completed up to the date of termination, suspension or delay, including but not limited to, subcontractor work products, surveys, drawings, model results, and specifications. The City of Fernandina Beach shall have full rights to use all such work products and deliverables for any project, and in any manner, in the sole discretion of the City. The City of Fernandina Beach accepts sole responsibility for the use of the above-referenced work products and deliverables unless prior written approval is obtained from the ENGINEER.

ARTICLE 5 - ADDITIONAL COSTS

The parties agree that any additional costs for work or services to be provided under a purchase or task order issued pursuant to this agreement, or pursuant to any other method or manner utilized by the parties for determining the cost of services or work to be provided by the ENGINEER, must be approved in writing by the City of Fernandina Beach. If such additional costs are not authorized by the City of Fernandina Beach in writing, no payment for such additional costs shall be made.

SubENGINEERs

Charges for the services of outside ENGINEERs and specialists (hereinafter called SUBENGINEERs) are as follows:

1. Labor Services - The labor services of approved SubENGINEERs, whose expertise is required within the scope of the ENGINEER's work, will be invoiced in accordance with the executed task or purchase order.
2. Out of Scope Expertise - The services of approved SubENGINEERs, whose expertise is outside the scope of the ENGINEER's work and/or who are retained by the ENGINEER as a convenience to the City of Fernandina Beach, will be charged at the cost of such services to the ENGINEER plus an administrative handling fee, as negotiated with, and agreed to, by the City of Fernandina Beach.
3. Approval - The use of any SubENGINEER or specialist referenced in Paragraphs 1 and 2 above must be approved by the City of Fernandina Beach in writing before such SubENGINEERs or specialists may be retained by the ENGINEER.

ARTICLE 6 - CITY OF FERNANDINA BEACH'S RESPONSIBILITIES

A. Criteria

Provide all criteria and full information concerning the City of Fernandina Beach's requirements of the purchase order or task order, including objectives and constraints, performance requirements, and any budgetary limitations.

B. Available Information

Assist the ENGINEER by placing at their disposal all pertinent available information including previous reports and data relevant to the ENGINEER's services.

C. Service of Others

Furnish to the ENGINEER, as required for performance of the ENGINEER's services, those services identified as City responsibilities in the Scope of Services. The ENGINEER shall be responsible for performing all other services, either in-house or through subENGINEERs/contractors, including but not limited to borings, probings, and subsurface explorations, hydrographic surveys, laboratory tests, and inspections of samples, materials, and equipment; appropriate professional interpretations of all of the foregoing; property, boundary, easement, right-of-way, topographic, and utility surveys; property descriptions; zoning, deed, and other land use restrictions.

D. Examine Work of the ENGINEER

Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the ENGINEER, obtain advice of an attorney, insurance counselor, and other ENGINEERs as City of Fernandina Beach deems appropriate for such examination, and render, in writing, decisions pertaining thereto within a reasonable time so as not to delay the services of the ENGINEER.

E. Approvals and Permits

Unless otherwise provided in a purchase or task order, furnish approvals and permits from all governmental authorities having jurisdiction over the project(s) and such approvals and consents from others as may be necessary for completion of the project(s).

F. Costs

Bear all costs incidental to compliance with the requirements of this Article.

ARTICLE 7 INSURANCE AND INDEMNIFICATION

A. Indemnification

The parties recognize that the ENGINEER is an independent contractor. The ENGINEER agrees to assume liability for and indemnify, hold harmless, and defend the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims,

demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the ENGINEER, its agents, officers, contractors, subcontractors, employees, or anyone else employed or utilized by the ENGINEER in the performance of this Agreement. The ENGINEER'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 ENGINEER against the City and the ENGINEER hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

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

It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.08, Florida Statutes, as amended. ENGINEER expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.08, Florida Statutes, as amended. Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the City may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

B. ENGINEER's Status as an Independent Contractor

That status of the ENGINEER under this agreement is that of an independent contractor. Nothing in this agreement shall create or be construed as creating a partnership between the City of Fernandina Beach and the ENGINEER, nor shall the ENGINEER be an agent of the City of Fernandina Beach.

C. Waiver of Subrogation

The City of Fernandina Beach and the ENGINEER waive all rights against each other for damages caused by perils covered 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 City of Fernandina Beach and the ENGINEER as trustees. The ENGINEER shall require similar waivers from all subENGINEERs and their subcontractors and suppliers.

The City of Fernandina Beach and the ENGINEER waive all rights against each other for loss or damage to any equipment used in connection with performance under this agreement and covered by any property insurance. The ENGINEER shall require similar waivers from all subENGINEERs and their subcontractors and suppliers.

If the insurance policies referred to in this article 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.

D. ENGINEER's Insurance

The ENGINEER 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 City of Fernandina Beach, and has named the City of Fernandina Beach as an additional insured, except for Worker's Compensation and Professional Liability Coverage, nor shall the ENGINEER allow any SubENGINEER to commence work under this agreement until all similar insurance required of the SubENGINEER 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 IV as identified in the latest issue of "Bests Key Rating Guide" unless otherwise accepted by the City of Fernandina Beach in writing.

The ENGINEER's insurance, and the insurance of any other party bound to the ENGINEER shall be considered primary. The City of Fernandina Beach'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.

E. Loss Deductible

The City of Fernandina Beach 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 ENGINEER.

F. SubENGINEER's Insurance

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

G. Certificate of Insurance

The City of Fernandina Beach shall be furnished proof of insurance coverage as follows:

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

H. Workers' Compensation Insurance

The ENGINEER shall have in full force, during the life of this agreement, Workers' Compensation and Employer's Liability Insurance for all his employees connected with work under this agreement, and in the event any work is subcontracted, the ENGINEER shall require the SubENGINEER similarly to provide Workers' Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by the ENGINEER. The ENGINEER may provide a workers' compensation waiver in lieu of workers' compensation insurance where such waiver is properly approved by the Florida Department of Labor and Employment Security and accepted by the City of Fernandina Beach in writing. Such insurance or waiver shall comply with the Florida Workers' Compensation Law. In case any class of work conducted under this agreement is not protected under the Workers' Compensation statute, the ENGINEER shall provide adequate insurance, satisfactory to the City of Fernandina Beach, for the protection of employees not otherwise protected.

I. Liability Insurance

The ENGINEER shall have in full force, during the life of this agreement, Commercial General Liability and Commercial Automobile Liability Insurance that shall protect the City of Fernandina Beach from claims for damage for bodily injury and personal injury, including accidental death, as well as claims for property damages which may arise from tasks associated with or carried out under this agreement, whether such operations are by itself or by anyone directly or indirectly employed by them, and the amount of such insurance shall be minimum limits as follows:

- Commercial General Liability:
 - Minimum Coverage is \$1,000,000 per occurrence
 - Coverage shall include premises, operations, products, completed operations, independent contractors,

contractual liability covering this agreement, contracts and leases, broad form property damage coverage, personal injury and bodily injury.

– If Umbrella or Excess liability coverage is used to satisfy the requirements of this Article, it shall not be more restrictive than the underlying insurance policy coverage.

- **Commercial Automobile Liability:**

– Minimum Coverage is \$1,000,000 per occurrence

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

J. Professional Liability Insurance

During the term of this agreement, the ENGINEER will carry Errors and Omission insurance which will cover liability for any damage or non performance on account of any error, omission, or other provable negligence caused by the ENGINEER. The amount of insurance shall not be less than \$1,000,000 per occurrence and aggregate. The City of Fernandina Beach may require a higher limit as mutually agreed with the ENGINEER for specific task orders.

ARTICLE 8 - SUCCESSORS AND ASSIGNS

The City of Fernandina Beach and ENGINEER each binds themselves and their partners, successors, executors, administrators, and assigns to the other party of this agreement and to the partners, successors, executors, administrators, and assignees of such other party in respect to all covenants of this agreement. Neither the City of Fernandina Beach nor the ENGINEER shall assign, sublet, or transfer any interest in this agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any elected official, officer, employee or agent of the City of Fernandina Beach, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the City of Fernandina Beach and ENGINEER.

ARTICLE 9 - REMEDIES

A. Claims, Counter-Claims, Disputes, Etc.

All claims, counter-claims, disputes, and other matters in questions between the ENGINEER and the City of Fernandina Beach will be first reviewed by authorized representatives of both parties for a recommended solution. If no solution or resolution is forthcoming, such disputes will be decided by a court of competent jurisdiction convened in the State of Florida.

B. Governing Laws

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

C: Venue

This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Florida. Each of the parties hereto (a) irrevocably submits itself to the exclusive jurisdiction of the Fourth Judicial Circuit Court, in and for Nassau County, Florida, and the jurisdiction of the United States District Court for the Middle District of Florida, Jacksonville Division, for the purposes of any suit, action or other proceeding arising out of, or relating to, this Agreement; (b) waives and agrees not to assert against any party hereto, by way of motion, as a defense or otherwise in any suit, action or other proceeding, (i) any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason whatsoever, and (ii) to the extent permitted by applicable law, any claim that such suit, action or proceeding by any party hereto is brought in an inconvenient forum, or that the venue of such suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such courts.

D. Attorney's 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's fees, as may be set by the Court.

ARTICLE 10 - NONEXCLUSIVE AGREEMENT

This Agreement is not intended to be and shall not be construed as an exclusive contract, and the City of Fernandina

Beach may employ additional or other professional consulting firms to perform work contemplated by this agreement without liability to the City of Fernandina Beach.

ARTICLE 11 – PROHIBITION AGAINST CONTINGENT FEES

Pursuant to Section 287.055, Florida Statutes, the Engineer warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Engineer any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 12 – PUBLIC RECORDS LAW AND ENGINEER OBLIGATIONS

Pursuant to Section 119.0701, Florida Statutes, ENGINEER 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 ENGINEER 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.

IF THE ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ENGINEER’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY OF FERNANDINA BEACH CITY CLERK, 204 ASH STREET, FERNANDINA BEACH, FL 32034, PH# (904) 310-3119, CBEST@FBFL.ORG

ARTICLE 13 - CLOSING

A. 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.

B. Headings

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.

C. Entire Agreement

This agreement, including the exhibits hereto, constitutes the entire agreement between the parties hereto and supersedes any prior negotiations, representations, agreements, and understandings, either written or oral.

(INTENTIONALLY LEFT BLANK, SIGNATURES ON NEXT PAGE)

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the day and date first above written:

CITY OF FERNANDINA BEACH, FLORIDA,
a municipal corporation



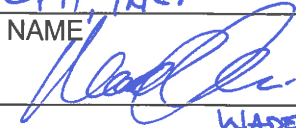
Dale L. Martin, City Manager

Approved as to Form and Legality:



Tammi Bach, City Attorney

CPH, INC. "ENGINEER"
FIRM NAME

By.: 

Title: SR. VP WADE OSZEJSKI

WITNESS:

Stacey Ranucci

Print Name:

Stacey Ranucci

Signature

ATTEST:



Caroline Best, City Clerk



5200 Belfort Road
Suite 220
Jacksonville, FL 32256
Phone: 904.332.0999
Fax: 904.332.0997

www.cphcorp.com

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
CPH, INC.
AND
CITY OF FERNANDINA BEACH
FOR
AREA 5
DOWNTOWN DRAINAGE IMPROVEMENTS
IN
THE CITY OF FERNANDINA BEACH, FLORIDA**

December 4, 2018

This Agreement is the basis for a Contract between the City of Fernandina Beach, herein after referred to as the “CLIENT” and CPH, Inc., herein after referred to as “CPH”.

PROJECT DESCRIPTION

As outlined in the 2016 City of Fernandina Beach Stormwater Master Plan Update, Area 5 improvements between Amelia River and North 6th Street are proposed to provide a solution for poor drainage. These improvements would include upsizing the existing storm pipes as required from 2nd Street to the outfall, repairing existing pipes east of 2nd Street with CIPP, replacing and/or repairing existing inlets, designing a stormwater pump station, reopening closed inlets along Alachua Street, and providing a duckbill flood gate at each of the two outfall locations into Amelia River. The City has future plans to open Alachua Street from North 2nd Street and North Front Street, which will be taken into consideration during the drainage improvement design. CPH will utilize the previously permitted Area 5 drainage plans and the Stormwater Master Plan concept to design a stormwater conveyance system to reduce flooding in the drainage area. CPH will determine necessary improvements to comply with federal, state, and local regulations. Elevated tail water conditions associated with storm events will also be taken into consideration during design, as well as the preparation for the future opening of Alachua Street.

It is CPH’s understanding that the project will be joint funded by a State Legislative appropriation managed by FDEP and a FEMA HMGP Grant.

SCOPE OF SERVICES

A. CONSULTANT

1.0 HYDROLOGY & HYDRAULIC (H&H) STUDY

CPH will conduct an initial kick-off meeting and site visit to introduce our key project team members, identify roles, identify site constraints, and define the City’s expectations. At this time, CPH will review the previously permitted drainage plans and Stormwater Master Plan to determine necessary improvements to comply with federal, state, and local regulations. CPH will model the existing and proposed drainage system in a Hydrology and Hydraulic study. This task will be performed and billed as a lump sum service. Refer to the Compensation section of this proposal for the proposed fee.

2.0 PRELIMINARY DESIGN

During the Preliminary Design Phase, CPH will consider the future opening of Alachua Street from North 2nd Street and North Front Street. CPH will work with our surveyors to obtain segments of the survey to begin preliminary layouts and design. Once the final survey is received, CPH will incorporate the boundary and topographical information into the 30% design plans. The survey information, along with the soft dig and any pertinent geotechnical data will be added to an aerial photo background. CPH will provide color maps of the topographic aerial and ground disturbance, as well as all necessary survey and Geotech information to the City.

The preliminary (30%) design contains plan views along with a report of our findings related to options and cost considerations, for City review and comment. Such cost considerations will include the feasibility and cost effectiveness of gravity discharge and pump station options for outfall to Amelia River. Following the review, CPH will meet with the City to review the layout and report and discuss design comments and constraints. Following this meeting, CPH will prepare and distribute meeting minutes for everyone's use and revise the report accordingly. This task will be performed and billed as a lump sum service. Refer to the Compensation section of this proposal for the proposed fee.

3.0 FINAL DESIGN AND PERMITTING

During the Final Design Phase, CPH will develop construction plans and specifications. Periodic reviews and meetings with the City are proposed at 60%, 90%, 100% and final completion. During these reviews, the project is refined and the final product is produced to meet the needs and expectations of the City.

CPH will prepare plans in accordance with the Local jurisdiction of the City of Fernandina Beach and the St. Johns River Water Management District (SJRWMD). Plans will be supplied to the City in reproducible form at a suitable scale to fit on a twenty-four inch by thirty-six inch (24" x 36") plan sheet. This task will be performed and billed as a lump sum service. Refer to the Compensation section of this proposal for the proposed fee.

Civil Permitting:

Upon receipt of the City's approval of the respective plans listed above, CPH will prepare the permit applications and support data for the applicable regulatory agencies, including;

- Genesee & Wyoming Railroad Services, Inc. – Contractors Access/Occupancy on Railroad Property Application (a.k.a. Right of Entry Application)
- St. Johns River Water Management District

If during the Preliminary Design Phase, any other agencies are identified as required to approve the project, an amendment to this agreement will be prepared. CPH will coordinate the processing of the applications through the regulatory agencies, including attendance a limited number of meetings with the agencies that may be necessary to receive the approval. Within this service are up to two (2) meetings or conference calls with each of the regulatory agencies, one (1) submittal of the applications and supporting documents, and two (2) response to agency comments. In order to minimize travel, meetings with multiple agencies will be scheduled, when possible. Meetings required beyond these will be handled as additional service, and billed in accordance with our Standard Hourly Rates. Should there be a potential for denial on an application, the City will be

informed so they may make the appropriate arrangements to retain legal staff to address the denial should it occur. The City will be financially responsible for any application or filing fee required by the agencies. This task will be performed and billed as a lump sum service. Refer to the Compensation section of this proposal for the proposed fee.

Any modifications to the plans requested by the Regulatory Agencies pertaining to the infrastructure design in the previously mentioned plans, required to meet code, will be addressed by CPH as part of these services. Any modifications requested that are not code issues, or modifications requested by the City will be addressed as additional services and billed at the Standard Hourly Rates enclosed. Any other permits that may arise during the design or review process, and not outlined above, will be handled as an additional service.

4.0 BIDDING SERVICES

CPH will assist the City in the preparation of bid packages for distribution by the City. Services include the preparation of agenda, attendance at the pre-bid meeting, evaluation of bids and bidder's references, certification of bid results and making a recommendation of award to the City. This task will be performed and billed as a lump sum service. Refer to the Compensation section of this proposal for the proposed fee.

5.0 CONSTRUCTION ADMINISTRATION

CPH will provide conformed documents, organize and conduct pre-construction conferences as requested, and provide follow-up meeting minutes for use by the successful bidder. CPH will approve shop drawings and review testing reports, review pay requests with the City, analyze change order requests, review schedules, and certify compliance with the contract documents and project administration. CPH will provide the City clarification and interpretation of the specifications and construction drawings based on requests for information (RFIs) from the City or the contractor.

CPH will attend progress meetings during the course of construction. CPH will conduct periodic visits to the project site to observe the progress of the work and to certify construction activities. This scope includes eight (8) progress site visits. Any additional site visits will be considered an additional service.

CPH will perform substantial and final completion inspections, as well as observance of the startup of facilities. CPH will also prepare O&M manuals and will prepare the Certification of Completion of Construction or Letter Request for Clearance for the project.

CPH will prepare record drawings that are based on as-built information/drawings provided by the general contractor. CPH will then assist the City with closing out the project for project completion.

B. SURVEYING

1.0 LiDAR & ORTHOIMAGERY - SUB-CONSULTANT

LiDAR/Professional Geospatial Services to be performed by sub-consultant (see separate proposal provided).

2.0 CPH SURVEYING SERVICES

- Field locate targets & control for photogrammetry.
- Establish 5 permanent control points referencing the horizontal & vertical datum listed below.
- Conventional survey required to collect data in areas obscured during aerial data collection.
- Ground proofing to verify contours and elevations generated from the aerial data collected.
- Locate horizontally and vertically accessible storm structures including inverts, top elevation, pipe size and type.

State Plane: The project coordinate system will be based horizontally and the North America Datum 83. The project will be referenced to state plane coordinates by field locating published control points. The National Geodetic Survey control points will be researched and verified in the field. This base of reference will be used to establish the coordinate system for the project.

Benchmarks and Control: The project will be based on the North American Vertical Datum of 1988 (NAVD 88). The project will be referenced to these published elevations by field locating published benchmarks. Horizontal and vertical dual value control points will be established for the project as required by the Standards of Practice of the State of Florida.

Establish Right of Way:

- Compute right of way geometry. The following will be used to determine the rights of way for the project area (see area depicted in blue on the attached "Survey Site Exhibit"):
 - Recorded Plats
 - Right of way documentation
 - Viewable Legal Descriptions recorded in Official Records
- Field locate boundary monumentation and field verify platted rights of way contained within the documents.
- Evaluation of ownership and encumbrances, i.e., title reports, are not included in this scope of services.

3.0 BOUNDARY SURVEY

- Perform a Boundary Survey as per Rule Chapter 5J-17 of the Florida Administrative Code in compliance with the Standards of Practice of Surveying and Mapping of the State of Florida of Parcel Number 00-00-31-1760-0002-0000.
 - Signed and Sealed Survey

Note: This is not an ALTA/NSPS Land Title Survey. A formal title review is not a part of this contract.

4.0 UNDERGROUND UTILITY DESIGNATION/LOCATION – SUB-CONSULTANT

- Underground Utility Designation/Location to be performed by Subsurface Utility Excavation sub-consultant (see area depicted in purple on the attached "Survey Site Exhibit").

The following related services are not included in the scope of this proposal, and may or may not be required, but can be provided at an additional fee: ALTA/NSPS Land Title Survey, As-built Survey,

Platting, Sketch and Descriptions, Tree Location, Wetland Delineation/Location and Ordinary High Water/Mean High Water.

C. GEOTECHNICAL SERVICES (Sub-consultant)

1.0 GEOTECHNICAL EXPLORATION

CPH will sub-consultant Universal Engineering Sciences (UES) to provide Geotechnical Engineering Services for the project. A copy of their proposal is included as an attachment.

UES will perform four (4) standard penetration test (SPT) borings along the proposed storm sewer alignment to depths of 15-ft and one (1) SPT boring at the proposed pump station to a depth of 25-ft. Pavement core holes will be patched upon completion.

D. ENVIRONMENTAL SERVICES

1.0 U.S. ARMY CORPS OF ENGINEERS ENVIRONMENTAL PERMITTING

- CPH shall prepare and submit a Nationwide Permit verification request to the ACOE. Based on a preliminary assessment, the proposed project shall impact less than 0.5 acres of wetlands under the regulatory jurisdiction of the ACOE.
- CPH shall conduct a field inspection of the project area to document existing conditions.
- CPH will provide exhibits and graphics as may be necessary – Location, USGS, Soils, FLUCFCS, Wetland Location & Impact Maps.
- Provide a narrative description of the project, existing conditions, direct, indirect and adverse cumulative impacts anticipated as a result of impacts to the wetlands and the overall benefit the project will have to the environment.
- Unified Mitigation Assessment Methodology (UMAM): An analysis will be prepared of pre- & post-development wetland impacts following the UMAM as required by ACOE.
- CPH shall coordinate with available mitigation banks to obtain current pricing, obtain a mitigation bank credit reservation letter for use in ACOE permitting, if required. Mitigation design consisting of construction level details is not included in this scope of service but can be provided as an additional service.
- CPH will prepare draft responses to one (1) Request for Additional Information (RAI's) requested by ACOE regarding environmental comments.

SERVICES AND FEES NOT INCLUDED

Services and fees not included in the scope of services are as follows:

- Application/Permit Fees.

Unless the services are specifically identified in this proposal they are not included. Should additional work be required in any area not previously described, CPH will prepare a proposal or amendment, at the CLIENT's request, that contains the Scope of Services, fee, and schedule required to complete the additional work item.

COMPENSATION

The lump sum fee for the services proposed herein: **\$116,140** which includes reimbursable expenses. Progress invoices will be submitted based on the Engineer's estimate of the percent of work complete at the time of invoicing.

Reimbursable expenses are described as project specific expenditures such as, but not limited to travel, printing and reprographics, meals, hotel stay, rental cars, postage, and telephone usage. Reimbursable expenses are included in the costs outlined above.

CPH will perform the Scope of Services contained in this Agreement as identified on each task. Refer to the Standard Hourly Rate Schedule to be utilized on this project. The following is the breakdown of fees for each task.

Task No.	Task Description	Fee
A 1.0	Hydrology & Hydraulic (H&H) Study	\$5,500
A 2.0	Preliminary Design	\$14,750
A 3.0	Final Design and Civil Permitting	\$27,325
A 4.0	Bidding Services	\$2,500
A 5.0	Construction Administration	\$9,200
B 1.0	LIDAR/Professional Geospatial Services	\$21,690
B 2.0	Establish Right of Way	\$19,585
B 3.0	Boundary Survey	\$875
B 4.0	Underground Utility Designation/Location	\$4,880
C 1.0	Geotechnical Services	\$3,000
D 1.0	U.S. ACOE Environmental Permitting	\$6,835
TOTAL COSTS		\$116,140

We hope that you find this proposal acceptable and we look forward to providing these services for the City of Fernandina Beach. Should you have any questions or require any additional information, please contact us at (904) 332-0999.

Sincerely,
CPH, INC.



Wade Olszewski, PE
Senior Vice President/Associate

ATTACHMENTS

CPH, Inc. Hourly Rate Schedule

Universal Engineering Sciences Geotechnical Engineering Proposal

Survey Site Exhibit

Axis Geospatial LiDAR & Orthoimagery Proposal

Rates & Reimbursables

CPH Standard Rates	
Category	Rate
Principal	\$190
Senior Project Manager	\$180
Project Manager	\$160
Senior Project Engineer	\$140
Project Engineer	\$120
Principal Traffic Engineer	\$180
Senior Traffic Engineer	\$135
Traffic Engineer	\$120
Traffic Analyst	\$115
Principal Environmental Scientist	\$175
Senior Environmental Scientist	\$135
Lead Environmental Scientist	\$105
Environmental Scientist	\$95
GIS Analyst	\$105
Arborist	\$125
Principal Planner	\$170
Senior Planner	\$140
Planner	\$100
Principal Architect	\$180
Senior Architect	\$160
Architect	\$135
Senior Architectural Manager	\$130
Senior Architectural Designer	\$120
Architectural Designer	\$105
Interior Designer	\$115
Architectural Coordinator	\$85
Principal Structural Engineer	\$180
Senior Structural Engineer	\$150
Structural Engineer	\$120
Principal MEP Engineer	\$180
Senior MEP Project Engineer	\$155
MEP Project Engineer	\$125
Senior Graphic Designer	\$140
Graphic Designer	\$80

CPH Standard Rates	
Category	Rate
Principal Landscape Architect	\$170
Senior Landscape Architect	\$140
Landscape Architect	\$105
Senior Landscape Designer	\$100
Landscape Designer	\$85
Project Coordinator	\$90
Senior Project Designer	\$135
Project Designer	\$115
Senior Design Technician	\$105
Design Technician	\$95
CADD Technician	\$75
Administrative	\$75
Clerical	\$60
Network Admin. (I)	\$80
Senior Construction Manager	\$120
Construction Manager	\$105
Construction Field Representative II	\$110
Construction Field Representative I	\$80
Principal Surveyor	\$170
Senior Professional Surveyor	\$130
Professional Surveyor and Mapper	\$125
Field Technician/Designer	\$105
Surveyor in Training	\$100
Survey Project Manager/CADD	\$120
Field Crew Coordinator	\$110
Survey Party Chief	\$85
Survey Instrument Man	\$70
Senior Survey CADD Technician	\$110
Survey CADD Technician	\$75
Survey Crew (2 Man)	\$155
Survey Crew (Construction Staking - 2 Man)	\$180
Survey Crew (3 Man)	\$225
GPS (1 Man) / Robotics	\$145
GPS (2 Man)	\$180
1 Man Scanner/Laser Survey Crew	\$265
2 Man Scanner/Laser Survey Crew	\$290

Schedule of Reimbursable Charges

Copies (B&W)

8.5 x 11	\$0.05 Each
8.5 x 14	\$0.10 Each
11 x 17	\$0.20 Each

Copies (Color)

8.5 x 11	\$0.25 Each
8.5 x 14	\$0.30 Each
11 x 17	\$0.35 Each

Mylars

24 x 36	\$9.00 Each
32 x 42	\$13.00 Each

Plots (B&W)

11 X 17	\$ 0.21 Each
12 X 18	\$ 0.24 Each
15 X 21	\$ 0.35 Each
34 X 22	\$ 0.83 Each
24 X 36	\$ 0.96 Each
30 X 42	\$ 1.42 Each
36 X 48	\$ 1.92 Each

Plots (Color/Bond)

24 x 36	\$24.00 Each
30 x 42	\$35.00 Each
36 x 48	\$48.00 Each

Mileage

Phone
Postage

Outside Reimbursables

At Current IRS Rates

At Cost
At Cost
At Cost

Billing and Reimbursable Rates Are Subject To Periodic Review and Adjustment.
Updated: March 5, 2018





UNIVERSAL ENGINEERING SCIENCES

Consultants In: Geotechnical Engineering • Environmental Engineering • Construction Materials Testing •
Threshold Inspection • Private Provider Inspection • Geophysical Studies

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• Palm Coast, FL
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• Pensacola, FL
• Rockledge, FL
• Sarasota, FL
• St. Augustine, FL
• Tampa, FL
• West Palm Beach, FL

November 13, 2018

CPH, Inc.
5200 Belfort Road - Suite 220
Jacksonville, Florida 32256

Attention: Mr. Wade Olszewski, P.E.

Subject: PROPOSAL FOR GEOTECHNICAL ENGINEERING SERVICES
Fernandina Beach Area 5 Drainage Improvements
Fernandina Beach, Florida
UES Proposal No. 1624838

Dear Mr. Olszewski:

Universal Engineering Sciences, Inc. (UES) is pleased to submit our proposal to conduct the geotechnical engineering services for the subject project. Our understanding of this project, together with our proposed scope of services and cost, are presented in the following paragraphs.

PROJECT INFORMATION

Project information was provided to us in recent correspondence with you. We were provided with a copy of a plan titled Project Area 5 Proposed Improvements for the project prepared by GAI Consultants dated 12/20/16. These plans show the roadways located adjacent to the site and the location of the proposed improvements.

We understand that the proposed construction will consist of drainage improvements within Area 5 of the city of Fernandina Beach. The improvements will include construction of new structures and installation of new drainage pipes and may include a jack and bore procedure beneath Front Street. A lift station will be constructed adjacent to Front Street and Alachua Street. The project area is generally bounded by Front Street, Broome Street, N. 6th Street, and Center Street.

PROPOSED GEOTECHNICAL EXPLORATION

The objective of this geotechnical exploration is to provide sufficient site and subsurface information to provide an evaluation of the subsurface conditions along the construction with respect to the proposed pavement and drainage improvements.

Field Exploration – Based on our understanding of the project information, we propose to perform 4 standard penetration test (SPT) borings along the proposed storm sewer alignment to depths of 15 feet and one SPT boring at the proposed lift station to a depth of 25 feet. We will patch pavement coreholes upon completion.

During the performance of the field exploration, the Geotechnical Engineer will communicate, via cell phones, with the drill crew. Our drill crew will be instructed to provide immediate

feedback if unusual or unanticipated conditions are encountered in the soil test borings. Any such conditions will be quickly evaluated by the Geotechnical Engineer, and if the field findings warrant changes to the agreed to and contracted scope of work, we will contact your office for your opinion and authorization.

Prior to the start of the field testing, we should be provided with all readily available project site information regarding underground utility or service lines, and buried structures. Our office can not be held responsible for damage to buried service lines or structures that are not identified to our field personnel. We will not be responsible for survey control on this project. Any required tree clearing permits associated with the clearing of trails for our drill rig access will be the responsibility of the client. All boring locations will be backfilled to grade upon work completion.

Every effort will be taken to minimize disturbances to the existing landscaping. However, it should be noted that some disturbances could occur including but not limited to rutting of the ground area, cracking of sidewalks and walkways and damage to shallow irrigation lines. UES will not be responsible for the removal of fencing, landscaping or any other item which may obstruct the field exploration.

Laboratory Testing – Laboratory classification and index property tests will be performed as necessary on selected soil samples obtained from the exploration. The testing will be performed to better define the materials encountered in the exploration to determine their classification characteristics and their suitability for use in the proposed construction.

Engineering Services – A geotechnical engineer, registered in the State of Florida, will direct the geotechnical exploration and provide an engineering analysis and evaluation of the site and subsurface conditions with respect to the anticipated construction. The results of the recommended exploration and engineering study will be presented in a report in accordance with FDOT guidelines containing the following:

1. A brief discussion of our understanding of the anticipated construction.
2. A presentation of the field and laboratory test procedures used and the data obtained.
3. A presentation of the subsurface conditions including estimated seasonal high groundwater, and estimated geotechnical engineering properties (as necessary).
4. Site preparation and earthwork construction recommendations for pavement areas and utility construction.

COMPENSATION FOR SERVICES

Based on the scope of the geotechnical exploration, the proposed laboratory investigation, and the engineering services outlined above, we propose to complete the geotechnical exploration and engineering services for an estimated fee of **\$3,000.00**. We will contact you immediately if we encounter subsurface conditions which could require (1) the borings to be performed to deeper depths, (2) additional borings or other field testing, and/or (3) additional engineering analysis/evaluation and studies outside the scope of this proposal.



SCHEDULING AND AUTHORIZATION

We can initiate the geotechnical exploration within 7 to 10 days of receiving the written notice to proceed. The field work is estimated to require 1 to 2 business days to complete. As soon as all field and laboratory tests have been completed and reviewed by a geotechnical engineer, verbal results and recommendations can be provided. The written report should then be available within four weeks of receiving written notice to proceed.

We have included a short form authorization agreement. In order to authorize these services, please execute this document and return one copy to our office. Please note that the attached General Conditions are considered an integral part of our agreement. Your acceptance of this proposal indicates your understanding and acceptance of these conditions.

We appreciate this opportunity to provide this proposal to perform the geotechnical exploration for this project. If you have any questions concerning this proposal or if we can serve you in any other way, please contact us.

Respectfully submitted,

UNIVERSAL ENGINEERING SCIENCES



Stephen R. Weaver, P.E.
Geotechnical Services Manager

Attachments: Work Authorization/ Proposal Acceptance Form
General Conditions



UNIVERSAL ENGINEERING SCIENCES, INC.

WORK AUTHORIZATION / PROPOSAL ACCEPTANCE FORM

Universal Engineering Sciences, Inc. (UES) is pleased to provide the services described below. The purpose of this document is to describe the terms under which the services will be provided and to obtain formal authorization.

PROJECT NAME: Fernandina Beach Area 5 Drainage Improvements

PROJECT LOCATION: Fernandina Beach, Florida

CLIENT NAME: Mr. Wade Olszewski, P.E. **Date:** November 13, 2018

CLIENT ADDRESS: CPH, Inc.
5200 Belfort Road - Suite 220 **Phone No.:** 904-332-0999
Jacksonville, Florida 32256 **Email:** wolszewski@cphcorp.com

I. Scope of Services and Understanding of Project (See attached proposal or as indicated below)

As Shown in UES Proposal No. 1624838 (attached)

LUMP SUM FEE - \$3,000.00

II. Contract Documents. The following documents form part of this Agreement and are incorporated herein by referral:

- A. UES General Conditions.
- B. UES Proposal Dated: **November 13, 2018**
- C. Plans, reports, specifications and other documents provided by the Client prior to this Agreement date.
- D. Other exhibits marked and described as follows:

In the event of any inconsistency or conflict among the Contract Documents, the provision in the Contract Document first listed above shall govern.

III. Authority to proceed and for payment. (To be completed by Client)

If the invoice is to be mailed for approval to someone other than the account charged, please indicate where below:

Firm: _____ Social Security Number or
Federal Identification No.: _____

Address: _____

Attention: _____

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized representatives

CLIENT	_____	UNIVERSAL ENGINEERING SCIENCES	_____
BY (Signature)	_____	BY (Signature)	_____
TYPED NAME	_____	TYPED NAME	<u>Stephen R. Weaver, P.E.</u>
TITLE	_____	TITLE	<u>Geotechnical Services Manager</u>
DATE	_____	DATE	<u>November 13, 2018</u>

**RETURN EXECUTED COPIES TO
UNIVERSAL ENGINEERING SCIENCES
5561 Florida Mining Boulevard South
Jacksonville, Florida 32257
TELEPHONE: 904-296-0757 / FAX: 904-296-0748**



Universal Engineering Sciences, Inc.
GENERAL CONDITIONS

SECTION 1: RESPONSIBILITIES

- 1.1 *Universal Engineering Sciences, Inc.*, ("UES"), has the responsibility for providing the services described under the Scope of Services section. The work is to be performed according to accepted standards of care and is to be completed in a timely manner. The term "UES" as used herein includes all of *Universal Engineering Sciences, Inc.*'s agents, employees, professional staff, and subcontractors.
- 1.2 The Client or a duly authorized representative is responsible for providing UES with a clear understanding of the project nature and scope. The Client shall supply UES with sufficient and adequate information, including, but not limited to, maps, site plans, reports, surveys and designs, to allow UES to properly complete the specified services. The Client shall also communicate changes in the nature and scope of the project as soon as possible during performance of the work so that the changes can be incorporated into the work product.
- 1.3 The Client acknowledges that UES's responsibilities in providing the services described under the Scope of Services section is limited to those services described therein, and the Client hereby assumes any collateral or affiliated duties necessitated by or for those services. Such duties may include, but are not limited to, reporting requirements imposed by any third party such as federal, state, or local entities, the provision of any required notices to any third party, or the securing of necessary permits or permissions from any third parties required for UES's provision of the services so described, unless otherwise agreed upon by both parties.
- 1.4 Universal will not be responsible for scheduling our services and will not be responsible for tests or inspections that are not performed due to a failure to schedule our services on the project or any resulting damages.

1.5 PURSUANT TO FLORIDA STATUTES §558.0035, ANY INDIVIDUAL EMPLOYEE OR AGENT OF UES MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

SECTION 2: STANDARD OF CARE

- 2.1 Services performed by UES under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of UES's profession practicing contemporaneously under similar conditions in the locality of the project. No other warranty, express or implied, is made.
- 2.2 The Client recognizes that subsurface conditions may vary from those observed at locations where borings, surveys, or other explorations are made, and that site conditions may change with time. Data, interpretations, and recommendations by UES will be based solely on information available to UES at the time of service. UES is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed.
- 2.3 Execution of this document by UES is not a representation that UES has visited the site, become generally familiar with local conditions under which the services are to be performed, or correlated personal observations with the requirements of the Scope of Services. It is the Client's responsibility to provide UES with all information necessary for UES to provide the services described under the Scope of Services, and the Client assumes all liability for information not provided to UES that may affect the quality or sufficiency of the services so described.
- 2.4 Should UES be retained to provide threshold inspection services under Florida Statutes §553.79, Client acknowledges that UES's services thereunder do not constitute a guarantee that the construction in question has been properly designed or constructed, and UES's services do not replace any of the obligations or liabilities associated with any architect, contractor, or structural engineer. Therefore it is explicitly agreed that the Client will not hold UES responsible for the proper performance of service by any architect, contractor, structural engineer or any other entity associated with the project.

SECTION 3: SITE ACCESS AND SITE CONDITIONS

- 3.1 Client will grant or obtain free access to the site for all equipment and personnel necessary for UES to perform the work set forth in this Agreement. The Client will notify any and all possessors of the project site that Client has granted UES free access to the site. UES will take reasonable precautions to minimize damage to the site, but it is understood by Client that, in the normal course of work, some damage may occur, and the correction of such damage is not part of this Agreement unless so specified in the Proposal.
- 3.2 The Client is responsible for the accuracy of locations for all subterranean structures and utilities. UES will take reasonable precautions to avoid known subterranean structures, and the Client waives any claim against UES, and agrees to defend, indemnify, and hold UES harmless from any claim or liability for injury or loss, including costs of defense, arising from damage done to subterranean structures and utilities not identified or accurately located. In addition, Client agrees to compensate UES for any time spent or expenses incurred by UES in defense of any such claim with compensation to be based upon UES's prevailing fee schedule and expense reimbursement policy.

SECTION 4: SAMPLE OWNERSHIP AND DISPOSAL

- 4.1 Soil or water samples obtained from the project during performance of the work shall remain the property of the Client.
- 4.2 UES will dispose of or return to Client all remaining soils and rock samples 60 days after submission of report covering those samples. Further storage or transfer of samples can be made at Client's expense upon Client's prior written request.
- 4.3 Samples which are contaminated by petroleum products or other chemical waste will be returned to Client for treatment or disposal, consistent with all appropriate federal, state, or local regulations.

SECTION 5: BILLING AND PAYMENT

- 5.1 UES will submit invoices to Client monthly or upon completion of services. Invoices will show charges for different personnel and expense classifications.
- 5.2 Payment is due 30 days after presentation of invoice and is past due 31 days from invoice date. Client agrees to pay a finance charge of one and one-half percent (1 ½ %) per month, or the maximum rate allowed by law, on past due accounts.
- 5.3 If UES incurs any expenses to collect overdue billings on invoices, the sums paid by UES for reasonable attorneys' fees, court costs, UES's time, UES's expenses, and interest will be due and owing by the Client.

SECTION 6: OWNERSHIP AND USE OF DOCUMENTS

- 6.1 All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by UES, as instruments of service, shall remain the property of UES.
- 6.2 Client agrees that all reports and other work furnished to the Client or his agents, which are not paid for, will be returned upon demand and will not be used by the Client for any purpose.
- 6.3 UES will retain all pertinent records relating to the services performed for a period of five years following submission of the report, during which period the records will be made available to the Client at all reasonable times.
- 6.4 All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by UES, are prepared for the sole and exclusive use of Client, and may not be given to any other party or used or relied upon by any such party without the express written consent of UES.

SECTION 7: DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS

- 7.1 Client warrants that a reasonable effort has been made to inform UES of known or suspected hazardous materials on or near the project site.
- 7.2 Under this agreement, the term hazardous materials include hazardous materials (40 CFR 172.01), hazardous wastes (40 CFR 261.2), hazardous substances (40 CFR 300.6), petroleum products, polychlorinated biphenyls, and asbestos.
- 7.3 Hazardous materials may exist at a site where there is no reason to believe they could or should be present. UES and Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work. UES and Client also agree that the discovery of unanticipated hazardous materials may make it necessary for UES to take immediate measures to protect health and safety. Client agrees to compensate UES for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous waste.
- 7.4 UES agrees to notify Client when unanticipated hazardous materials or suspected hazardous materials are encountered. Client agrees to make any disclosures required by law to the appropriate governing agencies. Client also agrees to hold UES harmless for any and all consequences of disclosures made by UES which are required by governing law. In the event the project site is not owned by Client, Client recognizes that it is the Client's responsibility to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials.
- 7.5 Notwithstanding any other provision of the Agreement, Client waives any claim against UES, and to the maximum extent permitted by law, agrees to defend, indemnify, and save UES harmless from any claim, liability, and/or defense costs for injury or loss arising from UES's discovery of unanticipated hazardous materials or suspected hazardous materials including any costs created by delay of the project and any cost associated with possible reduction of the property's value. Client will be responsible for ultimate disposal of any samples secured by UES which are found to be contaminated.

SECTION 8: RISK ALLOCATION

- 8.1 Client agrees that UES's liability for any damage on account of any breach of contract, error, omission or other professional negligence will be limited to a sum not to exceed \$50,000 or UES's fee, whichever is greater. If Client prefers to have higher limits on contractual or professional liability, UES agrees to increase the limits up to a maximum of \$1,000,000.00 upon Client's written request at the time of accepting our proposal provided that Client agrees to pay an additional consideration of four percent of the total fee, or \$400.00, whichever is greater. The additional charge for the higher liability limits is because of the greater risk assumed and is not strictly a charge for additional professional liability insurance.

SECTION 9: INSURANCE

- 9.1 UES represents and warrants that it and its agents, staff and consultants employed by it, is and are protected by worker's compensation insurance and that UES has such coverage under public liability and property damage insurance policies which UES deems to be adequate. Certificates for all such policies of insurance shall be provided to Client upon request in writing. Within the limits and conditions of such insurance, UES agrees to indemnify and save Client harmless from and against loss, damage, or liability arising from negligent acts by UES, its agents, staff, and consultants employed by it. UES shall not be responsible for any loss, damage or liability beyond the amounts, limits, and conditions of such insurance or the limits described in Section 8, whichever is less. The Client agrees to defend, indemnify and save UES harmless for loss, damage or liability arising from acts by Client, Client's agent, staff, and other UESs employed by Client.

SECTION 10: DISPUTE RESOLUTION

- 10.1 All claims, disputes, and other matters in controversy between UES and Client arising out of or in any way related to this Agreement will be submitted to alternative dispute resolution (ADR) such as mediation or arbitration, before and as a condition precedent to other remedies provided by law, including the commencement of litigation.
- 10.2 If a dispute arises related to the services provided under this Agreement and that dispute requires litigation instead of ADR as provided above, then:
- (a) the claim will be brought and tried in judicial jurisdiction of the court of the county where UES's principal place of business is located and Client waives the right to remove the action to any other county or judicial jurisdiction, and
 - (b) The prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees, and other claim related expenses.

SECTION 11: TERMINATION

- 11.1 This agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, UES shall be paid for services performed to the termination notice date plus reasonable termination expenses.
- 11.2 In the event of termination, or suspension for more than three (3) months, prior to completion of all reports contemplated by the Agreement, UES may complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to the date of notice of termination or suspension. The expense of termination or suspension shall include all direct costs of UES in completing such analyses, records and reports.

SECTION 12: ASSIGNS

- 12.1 Neither the Client nor UES may delegate, assign, sublet or transfer their duties or interest in this Agreement without the written consent of the other party.

SECTION 13. GOVERNING LAW AND SURVIVAL

- 13.1 The laws of the State of Florida will govern the validity of these Terms, their interpretation and performance.
- 13.2 If any of the provisions contained in this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired. Limitations of liability and indemnities will survive termination of this Agreement for any cause.

SECTION 14. INTEGRATION CLAUSE

- 14.1 This Agreement represents and contains the entire and only agreement and understanding among the parties with respect to the subject matter of this Agreement, and supersedes any and all prior and contemporaneous oral and written agreements, understandings, representations, inducements, promises, warranties, and conditions among the parties. No agreement, understanding, representation, inducement, promise, warranty, or condition of any kind with respect to the subject matter of this Agreement shall be relied upon by the parties unless expressly incorporated herein.
- 14.2 This Agreement may not be amended or modified except by an agreement in writing signed by the party against whom the enforcement of any modification or amendment is sought.

SURVEY SITE EXHIBIT

gai consultants
 EB 9951
 1301 RIVERCHASE BLVD.
 JACKSONVILLE, FLORIDA 32207
 PHONE: (904) 353-1110

PROJECT AREA 5 PROPOSED IMPROVEMENTS

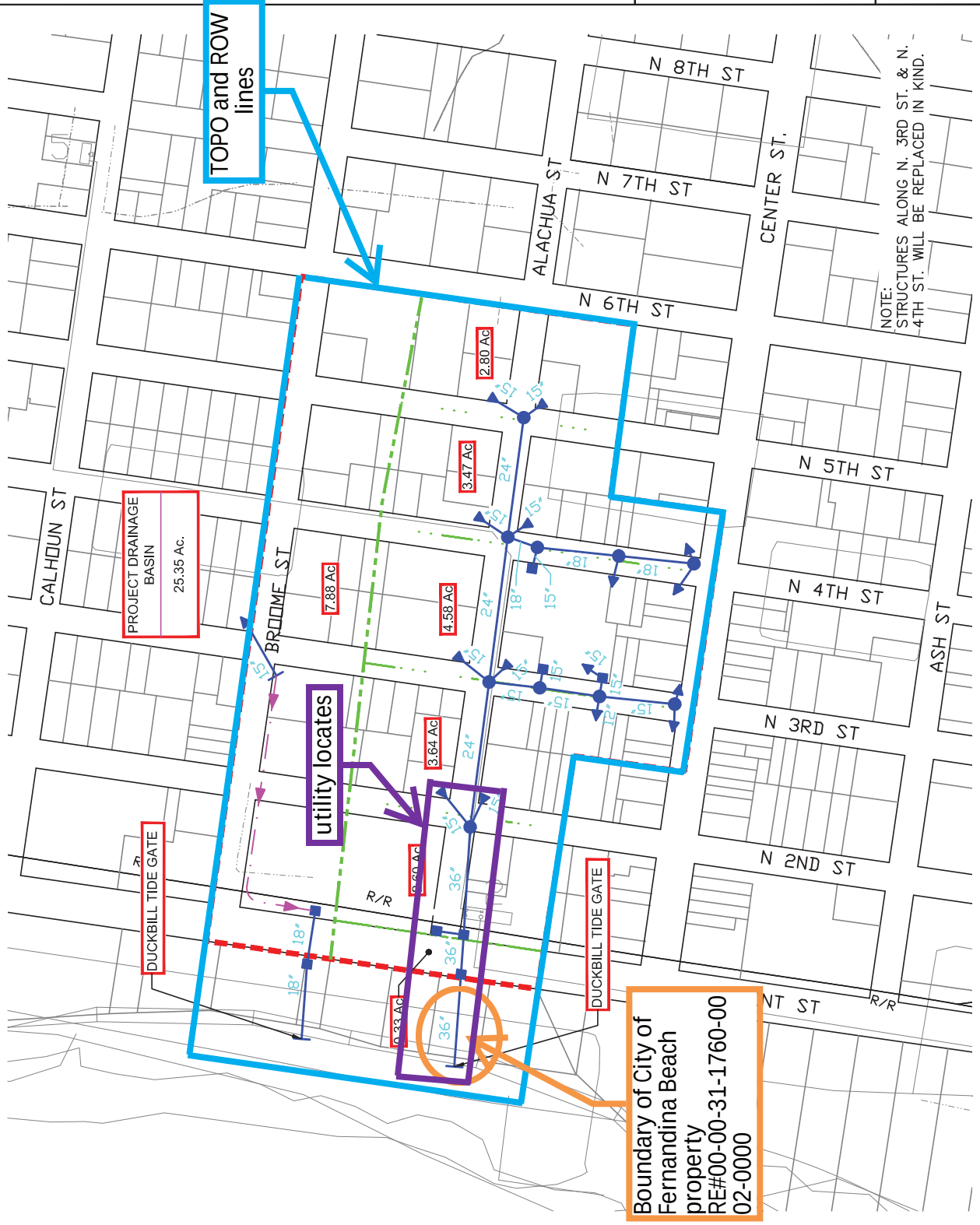
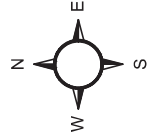
SCALE: 1 inch = 200 feet
 DATE: FINAL - 12/20/16
 PROJECT NO.: B160572
 FIGURE NO.: 3.5



PROJECT LOCATION

LEGEND

- PROJECT BOUNDARY
- SUB-BASINS
- NEW PIPE
- NEW STRUCTURES
- SWALE



Boundary of City of
 Fernandina Beach
 property
 RE#00-00-31-1760-00
 02-0000



November 20, 2018

Mr. Thomas Galloway, PSM
CPH Engineers
500 West Fulton Street
Sanford, FL 32771

RE: **Fernandina Beach-LiDAR & Orthoimagery Proposal**
AXIS/MRG Estimate No. 18-0104

Dear Tom,

Thank you for choosing AXIS GeoSpatial SE. We appreciate your business and promise you the best in professionalism, quality and customer service. The following proposal has been prepared utilizing the latest industry technologies in accordance with accepted industry accuracy standards.

In response to your request for a proposal, Axis proposes airborne LiDAR and digital orthoimagery for the Area of Interest which is approximately 26 acres. AXIS has:

- ⊕ Prepared a HD-LiDAR flight plan to acquire ~ 29 ppm² LiDAR data and 3-Band digital imagery with a 5.4 cm (GSD) pixel resolution, AGPS/IMU processing, raw data processing;
- ⊕ Estimated the level of effort for Strip Adjustments, Classification and QA/QC; Classification to consist of Bare Earth DEM;
- ⊕ Estimated the effort to measure and process data to calculate an acceptable Aerotriangulation solution;
- ⊕ Estimated level of effort to create 3-band True Color Digital Ortho Imagery rectified and mosaicked with a pixel resolution of 0.25';
- ⊕ Estimated the time and effort to generate a DEM suitable for the generation of 1' contours;

Deliverables

- ☒ 1"= 50' scale planimetric mapping (content limited to closed polygons of impervious surfaces and buildings as well as all visible storm drainage structures) in AutoCAD;
- ☒ Digital Elevation Model sufficient to generate 1' contours;
- ☒ True Color GeoTiff files with TFW files with a pixel resolution of 0.25';
- ☒ Signed and sealed map report;

AXIS GeoSpatial SE calculated the proposal fees based on the polygon outlined in red on the attached flight map and contained in the associated Google Earth.kml file.

The project schedule is based on current workload forecasts 30 days from date of proposal. Scheduling forecasts are subject to change based on current workload at the time of Authorization-to-Proceed.

Summary of Work

AXIS GeoSpatial SE will simultaneously obtain LiDAR and color digital image data using a Riegl LMS-VQ1560i high density LiDAR sensor integrated with a 50mm Phase One Digital Camera. For this project we will use our fixed wing-based platform with our LiDAR system yielding ~ 29 ppm² points per square meter (ppsm). Both Airborne GPS (ABGPS) and IMU data will be recorded during the LiDAR and digital image acquisition mission.



Upon receipt of the ground survey control values from CPH, Axis will prepare a fully automated analytical aerotriangulation (FAAT) solution to establish supplemental control for orienting individual photogrammetric stereo-models.

Using our first order analytical stereo plotting stations, Axis will provide planimetric digital mapping for the project areas. Map scale will be 1"= 50'. Visible planimetric features collected be limited to the following:

Roof outlines of buildings and other major structures, edge of pavement for all impervious paved surfaces including roads, drives, sidewalks and concrete pads. These features will be GIS formatted with closed polygons so areas within each may be calculated. We will also collect al visible storm drainage structures including inlets, headwalls and culvert.

With a planned point density of ~29 ppm², Axis anticipates adequate pulse penetration to the ground surface to support the generation of 1' contours. However, there may be areas of dense vegetation with multiple layers of vegetation (such as tree canopy and dense palmettos) where the LiDAR pulses may not penetrate to the bare earth. In such areas, Axis will carefully review the surface and will identify any areas which lack adequate returns. Additional points may be added through photogrammetric means. AXIS will show these areas with a closed polygon layer named "Obscured". Such areas will be an indication that the contours and/or LiDAR bare earth data may not meet the required vertical accuracy standard and as such, will require field verification prior to any design or construction.

Another step in the QA/QC process will be the elimination and editing out of all bare earth points that do not appear to be hitting the ground. Contours at a 1' interval will also be generated and checked for spikes, data compatibility issues and/or abnormalities and corrected prior to preparing the deliverable DTM dataset. Contours are not a deliverable item.

In areas that may be obscured, AXIS will show these with a closed polygon layer and labeled as "Obscured". Such areas will be an indication that the contours and/or LiDAR bare earth data may not meet the required vertical accuracy standard and as such, will require field verification prior to any design or construction.

A CAD Edit will be performed to verify and confirm the database contents and layering structure. Orthophotos will also be generated so all data may be reviewed by our Florida Registered Surveyor and Mapper. He will review all data for completeness and accuracy.

Translation and delivery of the planimetric database will be on CD ROM in AutoCAD.

Color digital orthophotos will be produced at for the project area. The digital color imagery will be ortho-rectified using the control, analytical triangulation points and the bare earth data set. Pixel size will be 0.25 feet. These images will be delivered in .tif format along with a .tfw file for geo-referencing.

Ground Survey Control

AXIS understands that the Client will provide all necessary ground survey control for this project. Client's responsibilities shall be performed with reference to positions selected and/or approved by AXIS and the Client. We have indicated in the .kmz file, a total of three (3) photo-identifiable horizontal and vertical control locations for which CPH will provide a control survey.

MRG requests the control survey data be accompanied by a signed and sealed report certified to Florida Standards of Practice under Chapter 5J-17. The control information and datum supplied will be the basis for controlling the photography for the digital mapping.

Survey Accuracy

Final map documents delivered pursuant to this agreement, where applicable, shall comply with the requirements of the State of Florida Standards of Practice set forth in Chapter 5J-17. A final signed and sealed map report will be provided to the Client upon completion of the project.





For acquiring the LiDAR and Color Imagery, processing and classifying the LiDAR, aerotriangulation, DTM, Color Digital Ortho and Planimetric Mapping as described, the Axis fee is **\$21,690.00. (Twenty-one thousand, six-hundred, ninety dollars).**

In order to proceed, please sign the quote page as your agreement with and acceptance of the scope of work. Please return as our authorization to begin work.

We appreciate this opportunity to provide services and products in support of your project.

As always, we look forward to working with you on this project.

Sincerely,

A handwritten signature in blue ink that reads "Joseph P. Ricke". The signature is written in a cursive style with a large, looping "J" and a trailing "e".

Joseph P. Ricke. PSM
Project Manager
Axis GeoSpatial SE, LLC



18-0104 Fernandina Beach



18-0104 Fernandina Beach

Altitude:	2001 feet	Total lines:	2	Swath Width:	683 m
Focal Length:	51.60mm	Total models:	13	Control Points:	3
Photo scale:	1/11814	Total photos:	15	Project Area:	~26 acres
Pixel size:	0.054m	LiDAR Sensor:	Riegl VQ1560i	County:	Nassau
Lateral overlap:	35%	Image Sensor:	Phase One IXU 1800		
Forward overlap:	80%	Point Density; Ave:	29 ppms		
Photo base:	95m	Point Spacing; Ave:	.26 m		
Total length:	0.7nm	Pulse Rate:	1000 kHz/channel		

Proposal for Services

Date: 11/20/2018



28640 Mary's Court, STE 200
Easton, MD 21601
(Fax) 410.822.6225

BILL TO:
CPH Engineers 500 West Fulton Street Sanford, FL 32771
Attn: Thomas J. Galloway, PSM
PROJECT: Fernanadina Beach Drainage
AXIS PROPOSAL - OPTION # 18-0104

AXIS Rep:	John Lesko
Office Direct:	410.822.1441 x220
Mobile:	410-353-4166
Email:	jlesko@axisgeospatial.com

Task / Deliverables Description	
GEOREFERENCED AIRBORNE DATA	FEE
▶ Airborne data acquisition of Airborne LiDAR and 3-Band Stereo Imagery; see attached F&C for specific mission details.	\$ 13,958.00
▶ Digital AeroTriangulation of imagery for feature extraction and digital orthoimagery	\$ 300.00
▶ LiDAR processing labor for AGPS processing, calibration of independent LiDAR strips and final datum adjustment	\$ 1,600.00
▶ LiDAR processing labor for classification and finalization;	\$ 1,600.00
MAPPING DELIVERABLE PRODUCTION	
▶ Feature extraction for 1" = 50' Planimetrics, DTM and 1' contours. Collect Impervious polygons, buildings and storm structures only	\$ 1,320.00
▶ Map Production / Finishing Labor for 1" = 50' Planimetric, DTM for 1' Contours for AutoCAD format adhering to Axis CAD STANDARDS	\$ 900.00
▶ Processing for RGB, 8-bit per channel, digital orthoimage tiles in GeoTIFF format with a pixel resolution of .25' GSD	\$ 546.00
▶ GIS review, edit and impervious surface compliance process;	\$ 800.00
MISCELLANEOUS	
▶ Project Administration and Management	\$ 328.00
▶ Shipping & Handling via UPS or FTP	\$ 50.00
▶ Project Management	\$ 288.00

Delivery Time: Scheduled at Notice to Proceed

Total Fixed-Fee: \$ 21,690.00

Acceptance Signature & Date: _____

Client Project Number & Name: _____

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
CPH, INC.
AND
CITY OF FERNANDINA BEACH
FOR
AREA 5
DOWNTOWN DRAINAGE IMPROVEMENTS**

AMENDMENT NO. 1

July 22, 2019

This Amendment No. 1 to the original Agreement for Engineering Services for the Area 5 Downtown Drainage Improvements is the basis for a Contract between the City of Fernandina Beach, herein after referred to as the “Client” and CPH Inc., herein after referred to as “CPH”.

PROJECT DESCRIPTION

Amendment No. 1 provides for additional services related to the expansion of Alachua Street and parking lot and drainage improvements at the existing city library as requested by the Client and described below.

SCOPE OF SERVICES

This scope of services includes the following tasks to complete the project:

Task 1. Alachua Street Expansion – 60% Design

- Preparation of 60% design plans including Dimension, Grading and Utility plans for the expansion of Alachua Street from North Second Street to Front Street. The attached concept plan by Zev Cohen will be modified as necessary in order to align with the design of the proposed stormwater pump station improvements. Design will be in accordance with the latest City of Fernandina Beach, SJRWMD, and G&W Railroad Services/CSX standards.
- Design of stormwater improvements that incorporate low impact design features for the new impervious areas created as part of the expansion.
- Preparation of Landscape and Hardscape plans that incorporate the low impact design features, including stormwater treatment and/or attenuation within the roadway and/or landscape areas.

Task 2. Alachua Street Expansion – 90% Design

- Preparation of 90% design plans incorporating City comments from the 60% review meeting. 90% design plans will include the addition of detail sheets, drainage/roadway cross sections, and site specific note sheets as necessary.
- Preparation of 90% Landscape and Hardscape plans that incorporate City comments from the 60% review.
- Preparation of Irrigation plans in accordance with City standards reflecting the 90% Landscape plans.

Task 3. Library Public Parking Lot Improvements

- Design and of an underground stormwater system in order to provide additional storage and treatment within the Alachua Street Drainage Basin. Task includes modeling of stormwater storage and infiltration and preparation of design plans. New parking lot layout will reflect current City standards and design will incorporate low impact design features.
- Preparation of Landscape and Irrigation plans meeting City standards and reflecting the new parking lot layout.

Task 4. Geotechnical Exploration Services (Sub-Consultant)

- CPH will use sub-consultant Universal Engineering Sciences (UES) to provide Geotechnical Engineering Services for the project. A copy of their proposal is included as an attachment.
- UES will perform two double ring infiltrometer tests at depths of 2 feet below the existing ground surface and obtain two horizontal tube samples for laboratory falling-head permeability testing and perform two auger borings adjacent to the double ring test locations to depths of 6 feet. Pavement core hole will be patched upon completion.

SERVICES NOT INCLUDED

The following services are not anticipated and, therefore, not included in this Agreement at this time: Design and of an underground stormwater system in order to provide additional storage

- FDEP permitting
- Any other issues not specifically described in this proposal.

COMPENSATION

In accordance with City Resolution 2018-155, the Engineer's proposed lump sum to provide engineering services for the foregoing described project for the preceding described tasks all inclusive, is as follows:

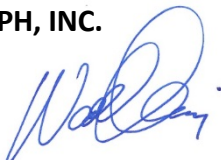
Task No.	Task Description	Fee
1	Alachua Street Expansion 60%	\$12,820
1a	Landscape and Hardscape 60%	\$3,100
2	Alachua Street Expansion 90%	\$9,720
2a	Landscape, Hardscape, Irrigation 90%	\$2,400
3	Library Public Parking Lot Improvements	\$12,970
3a	Landscape & Irrigation	\$4,000
4	Geotechnical Exploration Services	\$3,500
TOTAL COSTS		\$48,510

A total fee to provide all of the services is **\$48,510**.

We hope that you find this amendment acceptable and we look forward to providing these services for the City of Fernandina Beach. Should you have any questions or require any additional information, please contact us at (904) 332-0999.

Sincerely,

CPH, INC.



Wade Olszewski, PE
Sr. Vice President/Associate



7/24/19

ATTEST:

By: *Caroline Best*

Printed Name: Caroline Best

Title: City Clerk

Date: 7/24/19

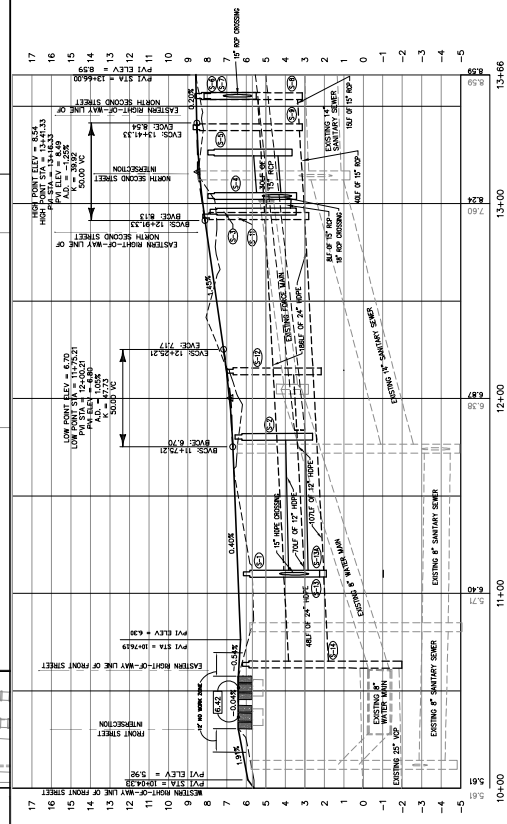
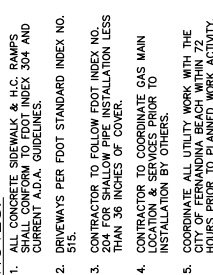
APPROVED AS TO FORM AND LEGALITY:



 CITY ATTORNEY

Attachment 1

Concept Plan prepared by Zev Cohen



Attachment 2

Proposal for Geotechnical Engineering Services



UNIVERSAL ENGINEERING SCIENCES

Consultants In: Geotechnical Engineering • Environmental Engineering • Construction Materials Testing •
Threshold Inspection • Private Provider Inspection • Geophysical Studies

Offices In:
• Daytona Beach, FL
• Fort Myers, FL
• Fort Pierce, FL
• Gainesville, FL
• Jacksonville, FL
• Leesburg, FL
• Miami, FL
• Norcross, GA
• Ocala, FL
• Orlando, FL
• Palm Coast, FL
• Panama City, FL
• Pensacola, FL
• Rockledge, FL
• Sarasota, FL
• St. Augustine, FL
• Tampa, FL
• West Palm Beach, FL

July 11, 2019

CPH, Inc.
5200 Belfort Road - Suite 220
Jacksonville, Florida 32256

Attention: Mr. Wade Olszewski, P.E.

**Subject: PROPOSAL FOR GEOTECHNICAL ENGINEERING SERVICES
Fernandina Beach Area 5 Drainage Improvements
Fernandina Beach, Florida
UES Proposal No. 1691644**

Dear Mr. Olszewski:

Universal Engineering Sciences, Inc. (UES) is pleased to submit our proposal to conduct the geotechnical engineering services for the subject project. Our understanding of this project, together with our proposed scope of services and cost, are presented in the following paragraphs.

PROJECT INFORMATION

Project information was provided to us in recent correspondence with you. We were provided with a copy of a Google earth aerial that shows the general locations of additional improvements. We previously transmitted a Report of a Geotechnical Exploration for the project dated March 21, 2019 (UES Project No. 0930.1800294.0000 and Report No. 1645097).

We understand that the proposed construction will consist of additional drainage improvements within Area 5 of the city of Fernandina Beach. The improvements will include construction of two below grade stormwater storage areas and reconstruction of an existing parking lot.

PROPOSED GEOTECHNICAL EXPLORATION

The objective of this geotechnical exploration is to provide sufficient site and subsurface information to provide an evaluation of the subsurface conditions along the construction with respect to the proposed pavement and drainage improvements.

Field Exploration – Based on our understanding of the project information, we propose to perform two double ring infiltrometer tests at depths of 2 feet below the existing ground surface and obtain two horizontal tube samples for laboratory falling-head permeability testing. We will perform two auger borings adjacent to the double ring test locations to depths of 6 feet. One of the locations will require cutting an approximate 3'x3' window in the parking lot area. We will patch this area but may not be able to repair to the original pavement condition. We will also perform four cores of the existing pavement and perform four auger borings to depths of six feet. We will patch pavement coreholes upon completion.

During the performance of the field exploration, the Geotechnical Engineer will communicate, via cell phones, with the drill crew. Our drill crew will be instructed to provide immediate feedback if unusual or unanticipated conditions are encountered in the soil test borings. Any such conditions will be quickly evaluated by the Geotechnical Engineer, and if the field findings warrant changes to the agreed to and contracted scope of work, we will contact your office for your opinion and authorization.

Prior to the start of the field testing, we should be provided with all readily available project site information regarding underground utility or service lines, and buried structures. Our office can not be held responsible for damage to buried service lines or structures that are not identified to our field personnel. We will not be responsible for survey control on this project. Any required tree clearing permits associated with the clearing of trails for our drill rig access will be the responsibility of the client. All boring locations will be backfilled to grade upon work completion.

Every effort will be taken to minimize disturbances to the existing landscaping. However, it should be noted that some disturbances could occur including but not limited to rutting of the ground area, cracking of sidewalks and walkways and damage to shallow irrigation lines. UES will not be responsible for the removal of fencing, landscaping or any other item which may obstruct the field exploration.

Laboratory Testing – Laboratory classification and index property tests will be performed as necessary on selected soil samples obtained from the exploration. The testing will be performed to better define the materials encountered in the exploration to determine their classification characteristics and their suitability for use in the proposed construction.

Engineering Services – A geotechnical engineer, registered in the State of Florida, will direct the geotechnical exploration and provide an engineering analysis and evaluation of the site and subsurface conditions with respect to the anticipated construction. The results of the recommended exploration and engineering study will be presented in a report in accordance with FDOT guidelines containing the following:

1. A brief discussion of our understanding of the anticipated construction.
2. A presentation of the field and laboratory test procedures used and the data obtained.
3. A presentation of the subsurface conditions including estimated seasonal high groundwater, and estimated geotechnical engineering properties (as necessary).
4. Recommendations for pavement design parameters.
4. Site preparation and earthwork construction recommendations for pavement areas.

COMPENSATION FOR SERVICES

Based on the scope of the geotechnical exploration, the proposed laboratory investigation, and the engineering services outlined above, we propose to complete the geotechnical exploration and engineering services for an estimated fee of **\$3,500.00**. We will contact you immediately if we encounter subsurface conditions which could require (1) the borings to be performed to



deeper depths, (2) additional borings or other field testing, and/or (3) additional engineering analysis/evaluation and studies outside the scope of this proposal.

SCHEDULING AND AUTHORIZATION

We can initiate the geotechnical exploration within 7 to 10 days of receiving the written notice to proceed. The field work is estimated to require 2 business days to complete. As soon as all field and laboratory tests have been completed and reviewed by a geotechnical engineer, verbal results and recommendations can be provided. The written report should then be available within four weeks of receiving written notice to proceed.

We have included a short form authorization agreement. In order to authorize these services, please execute this document and return one copy to our office. Please note that the attached General Conditions are considered an integral part of our agreement. Your acceptance of this proposal indicates your understanding and acceptance of these conditions.

We appreciate this opportunity to provide this proposal to perform the geotechnical exploration for this project. If you have any questions concerning this proposal or if we can serve you in any other way, please contact us.

Respectfully submitted,

UNIVERSAL ENGINEERING SCIENCES



Stephen R. Weaver, P.E.
Geotechnical Services Manager

Attachments: Work Authorization/ Proposal Acceptance Form
General Conditions



**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
CPH, INC.
AND
CITY OF FERNANDINA BEACH
FOR
AREA 5
DOWNTOWN DRAINAGE IMPROVEMENTS**

AMENDMENT NO. 2

April 30, 2020

This Amendment No. 2 to the original Agreement for Engineering Services for the Area 5 Downtown Drainage Improvements is the basis for a Contract between the City of Fernandina Beach, herein after referred to as the “Client” and CPH Inc., herein after referred to as “CPH”.

PROJECT DESCRIPTION

Amendment No. 2 provides for additional services related to preparation of plans and calculations for submittal to the St. Johns River Water Management District (SJRWMD) for a Conceptual Approval Permit for Urban Infill or Redevelopment as requested by the Client and described below.

SCOPE OF SERVICES

This scope of services includes the following tasks to complete the project:

Task 1. Plans & Calculations for Conceptual Permit

- Preparation of preliminary design plans for use in submitting for the SJRWMD Conceptual Approval Permit. The conceptual permit will cover the downtown area bounded by A1A, the Amelia River, Beach Street and Dade Street (approximately 130 acres).
- Preparation of calculations to determine the total contributing drainage area and sub-basins, predevelopment annual loading of pollutants of concern as determined in coordination with SJRWMD, and target pollution loads for each basin.
- Demonstrate that redevelopment will achieve a net improvement of the quality of stormwater through various treatment methods and BMPs.
- Document the rate and volume of existing discharge.
- Coordinate with the City to demonstrate that the stormwater management systems will be operated and maintained in perpetuity.

- Identify proposed construction and no-construction zones in coordination with the City.
- Estimate maximum extent of impacts to wetlands and other surface waters and details of any proposed mitigation. This proposal assumes wetland delineation will not be required and any proposed wetland impacts will be estimated from aeriels.
- Identify the location and types of activities proposed on any state owned submerged lands.
- Prepare estimate for redevelopment.

Task 2. Conceptual Permit Submittal & Response to Comments

- Prepare SJRWMD permit application.
- Submit application and supporting documents to SJRWMD. Permit application fees to be paid by the City.
- Respond to two (2) requests for additional information from the SJRWMD.

SERVICES NOT INCLUDED

The following services are not anticipated and, therefore, not included in this Agreement at this time: Design and of an underground stormwater system in order to provide additional storage

- Survey Services
- Geotechnical Exploration Services
- Environmental Services
- Any other issues not specifically described in this proposal.

COMPENSATION

In accordance with City Resolution 2018-155, the Engineer's proposed lump sum to provide engineering services for the foregoing described project for the preceding described tasks all inclusive, is as follows:

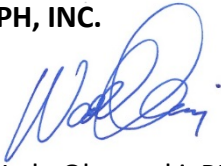
Task No.	Task Description	Fee
1	Plans & Calculations for Conceptual Permit	\$22,550.00
2	Conceptual Permit Submittal & Responses to Comments	\$ 6,730.00
	TOTAL	\$29,280.00
	Expenses (5% of TOTAL)	\$ 1,464.00

A total fee to provide all of the services is **\$30,744.00**

We hope that you find this amendment acceptable and we look forward to providing these services for the City of Fernandina Beach. Should you have any questions or require any additional information, please contact us at (904) 332-0999.

Sincerely,

CPH, INC.



Wade Olszewski, PE
Sr. Vice President/Associate

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
CPH, INC.
AND
CITY OF FERNANDINA BEACH
FOR
AREA 5
DOWNTOWN DRAINAGE IMPROVEMENTS**

AMENDMENT NO. 3

May 13, 2020

This Amendment No. 3 to the original Agreement for Engineering Services for the Area 5 Downtown Drainage Improvements is the basis for a Contract between the City of Fernandina Beach, herein after referred to as the "Client" and CPH Inc., herein after referred to as "CPH".

PROJECT DESCRIPTION

Amendment No. 3 provides for additional services related to preparation of plans and calculations for electrical equipment and controls design to power the proposed 480v stormwater pumps.

SCOPE OF SERVICES

Task 1. Electrical Design Services (Sub-Consultant)

Bailey Engineering Consultants, Inc. (BEC) intends to furnish electrical design and construction associated with the proposed improvements at the Fernandina Beach Stormwater Station, as follows:

- Triplex stormwater station, VFD operated, pumps sized at 60 HP.
- No emergency generator required.
- Electrical equipment to be installed in a pre-fabricated, air conditioned stainless steel Nema 4x enclosure.
- SCADA RTU as required by the City.
- BEC will visit the site and meet with the Owner in order to obtain any necessary information.
- Deliverables:
 - a. 90% Drawings and specifications with 90% cost estimate
 - b. 100% Drawings and Specifications with 100% cost estimate

- BEC shall submit up to three (3) complete set of 11" x 17" drawings and up to three (3) complete set of 24" x 36" drawings for bidding submittal. BEC shall submit one (1) electronic copy in AutoCAD Version 2019 and pdf format. All additional reproduction shall be completed by others.
- BEC shall submit one (1) electronic copy in Word for the project specifications. All additional reproduction shall be completed by others.

Task 2. Electrical Construction Services (Sub-Consultant)

- Shop Drawing Review - Review and approve (or take other appropriate action in respect of) Shop Drawings and samples, the results of tests and inspections and other data which each Contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents (but such review and approval or other action shall not exceed to means, methods, sequences, techniques or procedures of construction or to safety precautions and programs incident thereto); and receive and review (for general content as required by the Specifications) maintenance and operating schedules and instruction, guarantees, bonds and certificates of inspection which are to be assembled by Contractor(s) in accordance with the Contract Documents.
- Issue Clarifications - Issue all instructions of OWNER to Contractor(s); issue necessary interpretations and clarifications of the Contract Documents; have authority, as OWNER's representative to require special inspection or testing of the work; act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder, and make decisions on all claims of OWNER and Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work. The ENGINEER shall render all interpretations or decisions in good faith and in accordance with the requirements of the Contract Documents.
- Site Visits - Make site visits to the site at periods appropriate to the various stages of construction to observe, as an experienced and qualified professional, the progress and quality of the executed work of Contractor(s) and to determine in general if such work is proceeding in accordance with the Contract Documents. Prepare trip reports to document observations made during these inspections. ENGINEER shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s) or the safety precautions and programs incident to the work of Contractor(s). ENGINEER's efforts will be directed toward providing a greater degree of confidence for OWNER that the completed work of Contractor(s) will conform to the Contract Drawings, but ENGINEER shall not be responsible for the failure of Contractor(s) to perform the work in accordance with the Contract Drawings. During such visits and on the basis of on-site observations, ENGINEER shall keep OWNER informed of the progress of the work, shall endeavor to guard OWNER against defects and deficiencies in such work and may disapprove or reject work failing to conform to the Contract Documents.

Task 3. HVAC, Foundation & Access Design

- Site appropriate HVAC will be specified as required by the heat load & conditions.
- A foundation will be designed to raise the bottom of the enclosure above the 100 year flood elevation.
- Access stairs will be designed for panel maintenance.
- Shop drawing review & construction RFI responses.

SERVICES NOT INCLUDED

The following services are not anticipated and, therefore, not included in this Agreement at this time: Design and of an underground stormwater system in order to provide additional storage

- Survey Services
- Geotechnical Exploration Services
- Environmental Services
- Any other issues not specifically described in this proposal.

COMPENSATION

In accordance with City Resolution 2018-155, the Engineer's proposed lump sum to provide engineering services for the foregoing described project for the preceding described tasks all inclusive, is as follows:

Task No.	Task Description	Fee
1	Electrical Design & Construction Services	\$ 7,800.00
2	Electrical Construction Services	\$ 5,860.00
3	HVAC, Foundation & Access Design	\$ 2,500.00
	TOTAL	\$16,160.00
	Expenses (5% of TOTAL)	\$ 808.00

A total fee to provide all of the services is \$16,968.00.

We hope that you find this amendment acceptable and we look forward to providing these services for the City of Fernandina Beach. Should you have any questions or require any additional

information, please contact us at (904) 332-0999.

Sincerely,

CPH, INC.



Wade Olszewski, PE
Sr. Vice President/Associate

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2020-78
Grant Application - U.S. Fish and Wildlife Conservation Commission, via the Florida
Fish and Wildlife Commission

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2020-78

SYNOPSIS: The Florida Fish and Wildlife Conservation Commission (FWC) has advised the City of Fernandina Beach (City) and Nassau County (County) staff that the creation of an Amelia Island Habitat Conservation Plan ("Plan") is recommended by a variety of environmental and permitting requirements.

The production of an Amelia Island Habitat Conservation Plan is estimated to cost \$179,500 and requires extensive data collection, consensus building, mitigation design, economic analysis, and documentation. The City of Fernandina Beach seeks to obtain 75% of the cost through a grant application to the U.S. Fish and Wildlife Service and seeks partnership with Florida Fish and Wildlife and Nassau County to share the remaining 25% cost.

FISCAL IMPACT: If awarded, these grant funds are not anticipated to be available until June-August 2021. The grant revenue of \$134,625 will be included in the Capital Improvement Fund, Habitat Conservation Plan account, 3007200 56333, in FY 2021/2022. A portion of the matching fund requirement (\$33,875) will be shared equally by the City of Fernandina and Nassau County. The remaining matching fund balance of \$11,000 is anticipated to be met by in-kind labor of \$11,000 by FWC.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2020-78.

Nan Voit, Parks & Recreation Director	5/15/2020
Nicole Bednar, Administrative Services Manager	5/20/2020
Dale L. Martin, City Manager	5/20/2020
Pauline Testagrose, Comptroller	5/21/2020
Tammi E. Bach, City Attorney	5/21/2020
Katie Newton, Legal Assistant	5/21/2020

Lorelei Jacobs

Date: May 14, 2020

Submitted By: Lorelei Jacobs, Grants Administrator

COMMISSION ACTION: Adopt

RESOLUTION 2020-78

AN RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AUTHORIZING THE SUBMITTAL OF ONE HABITAT CONSERVATION PLANNING (HCP) ASSISTANCE GRANT FROM THE U.S. FISH AND WILDLIFE CONSERVATION COMMISSION COOPERATIVE ENDANGERED SPECIES CONSERVATION FUND; AUTHORIZE A COST-SHARING PARTNERSHIP BETWEEN THE FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION ("FWC"), NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS ("COUNTY") AND CITY OF FERNANDINA BEACH CITY COMMISSION ("CITY"); AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a Habitat Conservation Plan is a plan to advance conservation and recovery of threatened species while maintaining and improving public access, recreation and economic activities associated with the state's beaches; and

WHEREAS, the Florida Fish and Wildlife Conservation Commission (FWC) has advised City of Fernandina Beach (City) and Nassau County (County) staff that the creation of an Amelia Island Habitat Conservation Plan ("Plan") is recommended by a variety of environmental and permitting requirements; and

WHEREAS, production of an Amelia Island Habitat Conservation Plan will require extensive data collection, consensus building, mitigation design, economic analysis, and HCP documentation; and

WHEREAS, based on Habitat Conservation Plans completed in other jurisdictions, FWC has recommended a budget of \$179,500 to produce the Amelia Island Beach Habitat Conservation Plan, and

WHEREAS, of the total HCP cost of \$179,500, 75% (\$134,625) for the Habitat Conservation Plan could be requested from the U.S. Fish and Wildlife Service Cooperative Endangered Species Conservation Fund; and

WHEREAS, the remaining 25% (\$44,875) local match requirement can be met through in-kind services including staff hours working on the project by the City, the County, and FWC; and

WHEREAS, FWC has offered to provide \$11,000 of the matching requirement, leaving a balance of \$33,875 match to be shared equally between the City and Nassau County; and

WHEREAS, Nassau County has affirmed their willingness to share equally the cost of the remaining \$34,875 match requirement with the City; and

WHEREAS, the City and Nassau County have partnered with FWC staff to prepare a draft grant application proposed to be submitted to the U.S. Fish and Wildlife Service to help pay for the costs Amelia Island Beach Habitat Conservation Plan; and

WHEREAS, a grant application authorized by the City and County within the next thirty days will trigger a series of State and Federal review processes which, if resulting in a grant award, would provide grant funds with which to commence production of the Amelia Island Habitat Conservation Plan sometime between approximately June – September 2021; and

WHEREAS, should the City Commission approve submission of the U.S. Fish and Wildlife Service grant to help pay for the costs Amelia Island Beach Habitat Conservation Plan, staff further recommends that a Memorandum of Understanding be developed and executed which stipulates the administrative and fiscal roles and responsibilities of the City and Nassau County on the project; and

WHEREAS, staff recommends that the FY 2021/2022 Habitat Conservation Plan account, 3007200 56333 (Project #20041) be increased by XXX so that funding for the City's portion of the grant match will be available; and

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 authorizes the submittal of one HCP Planning Assistance Grant from the U.S. Fish and Wildlife Cooperative Endangered Species Conservation Fund (Exhibit "A").

SECTION 2. The City Commission of the City of Fernandina Beach authorizes the development and execution by the City Manager of a Memorandum of Understanding which stipulates the administrative and fiscal roles and responsibilities between the City and Nassau County on the project.

SECTION 3. If awarded HCP Planning Assistance Grant from the U.S. Fish and Wildlife Cooperative Endangered Species Conservation Fund, the City Manager and the City Clerk are hereby authorized to execute all documentation, including the Memorandum of Understanding to be executed by both the City and County, required to implement the grant, after review and approval by the City Attorney.

SECTION 3. This Resolution shall take effect immediately upon passage.

ADOPTED this 19th day of May 2020.

CITY OF FERNANDINA BEACH

John A. Miller
Commissioner – Mayor

ATTEST:

APPROVED AS TO FORM & LEGALITY:

A handwritten signature in blue ink, appearing to read 'TEB', is positioned above the City Attorney's name.

Caroline Best
City Clerk

Tammi E. Bach
City Attorney

Resolution 2020-78
Exhibit “A”

Habitat Conservation Planning Assistance Grant Proposal

Development of a Habitat Conservation Plan for the Beaches of Amelia Island, Florida

Prepared by:
City of Fernandina Beach and Nassau County
in cooperation with
Florida Fish and Wildlife Conservation Commission
for submission to
United States Fish and Wildlife Service
Cooperative Endangered Species Conservation Fund
HCP Planning Assistance Grant

May 20, 2020
Development of a Habitat Conservation Plan for the beaches of Amelia Island, Florida

I. PROJECT STATEMENT

Project Summary

More than seven state and federal threatened and endangered species depend on habitats found on the beaches of Amelia Island and adjacent dunes (Table 1). Specifically, Amelia Island beaches are home to three species of nesting sea turtles, two threatened shorebirds, as well as other migratory and resident shorebirds.

This \$179,500 grant will assist the City of Fernandina Beach and Nassau County with the initiation of the development of a Habitat Conservation Plan (HCP) to address impacts to federally listed species related coastal activities on Amelia Island. The HCP will help to address the conservation needs of state and federal listed species, while coordinating and streamlining the regulatory requirements of federal, state, and city/county agencies.

II. NEED FOR AN HABITAT CONSERVATION PLAN

Over the past few decades, Florida has experienced a rapid increase in human population growth. This growth and the associated developmental pressures have greatly stressed the natural resources of the state. This is especially true of the state's coastal areas. Beaches and coastal strand are identified as high priorities in Florida's Wildlife Action Plan (FFWCC 2005). The Florida Natural Areas Inventory (FNAI) (2005) lists the habitats associated with this HCP as imperiled due to rarity and ongoing vulnerability.

Amelia Island is a barrier island on the northeast coast of Florida that attracts hundreds of thousands of tourists each year with its numerous shops, restaurants, golf courses, and wide beaches. Sea turtles utilize the beaches each summer to deposit nests, averaging about 300 nests last year. Beach driving is also permitted on the beaches of Amelia Island, both recreationally and for emergency response. While the City and County already have beach driving training courses and ordinances in place, the potential for impacts to sea turtle nesting habitat still exists. This HCP will address impacts including, but not limited to, beach driving, emergency response operations, beach nourishment, beach scraping, beach cleaning, development, and disruption of natural processes.

The following federally listed species may benefit from implementation of this HCP.

A. Sea Turtles

The beaches of Amelia Island provide nesting habitat for three species of sea turtles: loggerhead (*Caretta caretta*), green (*Chelonia mydas*), and leatherback (*Dermochelys coriacea*). With the exception of the loggerhead, which is federally listed as threatened, all of Florida's sea turtles are state and federally listed as endangered species. Beach front lighting, excessive pedestrian use, and large equipment can have adverse effects on

the nesting behavior and survivorship of sea turtles. Protection of nesting beaches and associated uplands is necessary for the long-term recovery of these species.

B. Piping Plover

Non-breeding piping plovers (*Charadrius melodus*) are consistently found in Florida from July 15 to May 15. The 2004 and 2005 hurricane seasons created and/or altered non-breeding piping plover habitats. Areas used by migrating and wintering piping plovers are ephemeral habitats due to their natural change over time. Hurricanes and episodic storm events increase overwash processes that transport sediment (sand) across barrier islands and form inlets and sand and mud flats. Migrating and wintering piping plovers use overwash areas for feeding and roosting. Overwash areas are created by the flow of water through the primary dune line with deposition of sand on the barrier flats, marsh, or into a lagoon, depending on the storm magnitude and the width of the beach. On developed beaches, structures may prevent or minimize this occurrence.

Piping plovers are dependent on a mosaic of habitat patches and move among these patches depending on local weather and tidal conditions (U.S. Fish and Wildlife Service, 1996). Construction and human recreational activities can disturb roosting and feeding piping plovers. Regulatory controls through an HCP will serve to minimize loss of habitat and disturbance as well as to facilitate a holistic approach to these issues.

C. Red Knot

The red knot (*Calidris canutus*) is a medium-sized shorebird that undertakes an annual 30,000 km hemispheric migration, one of the longest among shorebirds. The red knot breeds in Arctic Canada, and a portion of the population winters in Florida. Florida wintering red knots are capable of foraging predominantly on coquina clams (*Donax variabilis*) along intertidal habitats. However, knots also utilize algae covered sand or mud flats within back barrier sounds, sheltered bays, or lagoons presumably feeding on bubble shells. Red knots are not site-specific in their foraging requirements but rather move frequently following the patchy distribution of coquina clams and, considering this mobility, are tolerant of limited disturbance. Unlike the mobile foraging behavior of red knots, roosting knots require wide open stretches of beach with limited human disturbance. Roosting knots are more temperamental than foraging knots and are less tolerant of disturbance. Beaches that have roosting habitat features but maintain consistent human activity will not be utilized by roosting red knots without sufficient management to prevent disturbance. Little is known on use patterns by red knots in Florida. Consistent surveys are necessary to begin to understand the potential importance of Florida's coastal environment for this species.

III. OBJECTIVES

The main objective of this project is to conduct the necessary planning required for the development of an HCP that would encompass the beach and dune systems, and cover all activities associated with special events that may result in incidental take of state and federal listed species. An HCP will facilitate and streamline incidental take permitting for both the City, State and Federal governments, while implementing measures that offer protection to state and federally listed threatened and endangered species.

Objectives for the first phase of planning for the HCP are as follows:

1. Establish an HCP Work Group to oversee the development and implementation of the HCP;
2. Delineate the areas to be covered by the HCP;
3. Refine the list of species to be covered by the HCP;
4. Determine the coastal-related activities to be covered by the HCP;
5. Determine the impacts that occur as a result of activities covered by the HCP;
6. Identify avoidance and minimization measures and alternatives for those activities to be covered by the HCP;
7. Identify mitigation measures that will apply to activities that cannot be minimized;
8. Develop an implementation strategy for the HCP, which will outline a funding mechanism and monitoring plan;
9. Finalize and submit the HCP.

IV. EXPECTED RESULTS

The results of these objectives would provide the necessary information to map the agenda and timeline for the HCP. Ultimately, an HCP would be prepared with the corresponding National Environmental Policy Act documents for application of an incidental take permit from the Service to address the potential impacts to listed species as a result of the issuance of the City/County's coastal permits.

V. APPROACH

The Florida Fish and Wildlife Conservation Commission will enter into an agreement with the City of Fernandina Beach Commission and Nassau County Commission to accomplish the objectives of this planning grant. The City/County Commissions have

procured the services of a qualified consultant to conduct the HCP planning covering the City/County's permits for activities associated with development and other activities on their beaches. The HCP planning effort will use existing Federal guidelines and policies set forth in the "2016 Habitat Conservation Planning and Incidental Take Permit Processing Handbook" (https://www.fws.gov/endangered/improving_ESA/hcp-handbook.html).

The HCP planning effort will include, but not be limited to the following:

1. Review of other multi-species HCPs to ascertain any pitfalls or necessary actions needed to ensure success of such an effort;
2. Review of literature sources pertinent to the development of an island-wide coastal HCP. This will be inclusive of, but not limited to the biological and geomorphologic coastal literature;
3. Meet with potential partners to facilitate participation in the HCP. These meetings will also provide the information exchange between partners necessary for development of the HCP.
4. Meet with stakeholders to facilitate participation in the HCP. These meetings will also provide the information exchange between partners necessary for development of the HCP.

The following anticipated partners will be represented on the HCP development Work Group:

1. City of Fernandina Beach
2. Nassau County
3. Florida Fish and Wildlife Conservation Commission
4. Consulting firm
5. Amelia Island Sea Turtle Watch

Although the U.S. Fish and Wildlife Service may not be an official member of the Work Group, it is presumed that regular interaction between the local USFWS Ecological Services field office in Jacksonville and the Work Group will occur throughout the development phase.

VI. LOCATION

The project will address approximately 10 miles of beach on Amelia Island, Florida, including coastal sandy beach shoreline and associated dunes, which encompass important habitat for state and federally listed species (FFWCC 2005). This includes the beaches from Amelia Island State Park to Fort Clinch State Park (4.5 miles in Fernandina Beach and 5.5 miles in Nassau County). The beach and dune system is an integral part of the coastal system and represents one of the most valuable natural resources in Florida,

providing protection to adjacent upland properties, recreational areas, and habitat for wildlife.

Florida's beaches are long, often narrow strips of unconsolidated sand and shells that extend landward from the mean low water line to the place where there is marked change in material or physiographic form, or to the line of permanent vegetation. This habitat is greatly influenced by wind, salt spray, erosion and deposition (FNAI 1990). Florida's beaches are also important nesting areas for sea turtles and shorebirds, which also support numerous other species (FFWCC 2005). The beach berm is the nearly horizontal part of the beach or backshore formed by the deposit of material by wave action. Some beaches have no berm; others have one or several.

VI. ESTIMATED COSTS

Item	Main Sub-tasks	Estimated Total Planning Assistance Request	Estimated FWC Match	Estimated City/County Match
Investigative Services	- Literature Review - Identify Direct and Indirect Project Impacts - Collect, Synthesize, and Assess Ecological and Critical Habitat Data - Determine Incidental Take Levels - Conduct On-Site Field Investigations	20,000	1,500	5,000
Minimization, Mitigation and Monitoring Services	- Develop Minimization, Mitigation and Monitoring Plan - Develop Adaptive Management Procedures	25,000	2,500	8,000
Environmental Documentation and Reporting Services	- Interim Status Reports and Final Report - GIS/Map Production - Draft Habitat Conservation Plan - Draft Implementing Agreement	25,125	3,000	8,375
Administrative and Technical Services	- Telecommunication/Planning/ Meetings - Stakeholder Workshops	15,000	3,000	7,500
NEPA Analysis	- Assess impacts to environment - Draft EA/EIS	15,000	1,000	5,000
Subtotals		100,000	11,000	34,000
FWC Direct Costs		30,000		
FWC Indirect Costs (15% of Subtotal)		4,500		
Totals		134,625	11,000	33,875
Grand Total:		179,500		

Budget Justification

Florida Fish and Wildlife Conservation Commission is a U.S. state entity receiving less than \$35 million in direct Federal funding with an indirect cost rate of 15%. We are required to prepare and retain for audit an indirect cost rate proposal and related documentation to support those costs.

It should be noted that the following costs for the Planning Assistance Request and associated match are rough estimates. The cost of the HCP planning and development will not exceed the requested federal assistance request. Additionally, the State and City/County match are the minimal amounts required but it is assumed that the in-kind match from all entities will exceed the minimum match requirements.

The estimated federal request was determined by examining previous HCP funding requests for projects of similar size and scope, in the State of Florida over the last ten years. The requested amount for the task assignments shown below are commensurate with previous projects:

• Florida Beaches HCP Year 1	\$241,628.00
• Highlands County Scrub HCP Year 1	\$277,247.00
• Polk County Scrub HCP Year 1	\$277,247.00
• East Collier Multiple Species HCP Year 1	\$149,949.00
• City of Cape Coral Scrub Jay HCP	\$151,450.00
• Lake County Scrub HCP	\$153,820.00
• Indian River Scrub Jay HCP	\$288,298.00
• Perdido Key Beach Mouse HCP	\$492,000.00
• Gulf County HCP	\$312,497.00
• Charlotte County Scrub Jay HCP Year 1	\$210,017.00
• Charlotte County Scrub Jay HCP year 2	\$150,260.00

Below is a summary of scope of work and associated timelines. State and City/County match associated with each task will be derived from staff time, travel costs, and in-kind services.

1. Investigative Services
Timeline- months 1-4
Estimated Request \$20,000.00
FWC Match \$1,500.00
City/County Match \$5,000.00
 - a. Literature Review
A thorough review of pertinent peer reviewed papers, grey literature and agency white papers and reports for beach and dune habitat and covered species will assist in compiling species accounts. It will also allow the applicant to ascertain is the all covered species will benefit from an HCP. Additionally, it will allow the working group to determine any additional state-listed or otherwise rare species that may need to be included in the HCP.

- b. Identify Direct and Indirect Project Impacts
These tasks are essential for determining the amount of current and to extrapolate this take over the term of the ITP.
 - c. Collect, Synthesize, and Assess Ecological and Critical Habitat Data
 - d. Determine Incidental Take Levels
Tasks 1a, b, and c will provide the data necessary to accomplish this task. Determination of take levels will guide the development of minimization measures and mitigation models needed to offset the proposed take.
 - e. Conduct On-Site Field Investigations
This task will be utilized to fine tune species occurrence data for potential covered species.
- 2. Minimization, Mitigation and Monitoring Services
Timeline-months 5-9
Estimated Request \$25,000.00
FWC Match \$2,500.00
City/County Match \$8,000.00
 - a. Develop Minimization, Mitigation and Monitoring Plan
These actions are the core of the HCP; the totality of the minimization and mitigation should offset the take proposed for the life of the permit. Development of a monitoring plan will assure that the amount of permitted take does not exceed the minimization and mitigation proposed in the plan.
 - b. Develop Adaptive Management Procedures
These procedures will allow the applicant to deal with any changes or unforeseen circumstances that may arise and affect the full implementation of the HCP
- 3. Environmental Documentation and Project Management Services
Timeline- months 5-10
Estimated Request \$25,125.00
FWC Match \$3,000.00
City/County Match \$8,375.00
 - a. GIS/Map Production
This task will develop the shapefiles and maps needed to model anticipated take and minimization and mitigation actions need to offset the take permitted over the life of the ITP
 - b. Draft Habitat Conservation Plan
 - c. Draft Implementing Agreement
- 4. Administrative and Technical Services
Timeline- months 1-12
Estimated Request \$15,000.00
FWC Match \$3,000.00
City/County Match \$7,500.00
 - a. Project Management
 - b. Telecommunication/Planning/ Meetings

Telecommunication will be necessary as most FWC staff associated with the project are located in Tallahassee while all other partners and stakeholders are in south Florida. It is envisioned that Tallahassee staff will travel to Amelia Island on a quarterly basis to participate in face to face work group meetings.

c. Stakeholder Workshops

These meetings will be essential for obtaining stakeholder and general public input during plan development.

5. NEPA Analysis

Timeline- months 9-12

Estimated Request \$15,000.00

FWC Match \$1,000.00

City/County Match \$5,000.00

a. Assess impacts to environment

b. Draft EA/EIS

6. FWC Direct Costs

Estimated Request \$30,000.00

The requested \$30,000.00 will cover partial salary for a Project Manager who will oversee the progress of the HCP development and liaise between all parties involved in the project.

7. FWC Indirect Costs (15% of Direct Costs)

Estimated Request \$4,500.00

The requested \$4,500.00 covers part of the insurance costs of the above positions with the remainder covering indirect costs associated with the management of the grant.

Table 1. Federal and State protected species potentially affected by activities regulated under City permitting. E= endangered, T= threatened, SSC= species of special concern, C= Candidate, and N= non-listed species

Scientific Name	Common Name	Status Federal/ State
Reptiles		
<i>Caretta caretta</i>	Loggerhead	T/T
<i>Chelonia mydas</i>	Green Turtle	E/E
<i>Dermochelys coriaca</i>	Leatherback	E/E
Birds		
<i>Charadrius melodus</i>	Piping Plover	T/T
<i>Pelecanus occidentalis</i>	Brown Pelican	N/SSC
<i>Sterna antillarum</i>	Least Tern	N/T
<i>Calidris canutus rufa</i>	Red Knot	T/T

Table 2. Non-listed species that will benefit from the Amelia Island Beaches HCP.

Scientific Name	Common Name
Birds	
<i>Falco columbarius</i>	Merlin
<i>Haematopus palliatus</i>	American Oystercatcher
<i>Hydroprogne caspia</i>	Caspian Tern
<i>Rhynchops niger</i>	Black Skimmer
<i>Thalasseus maxima</i>	Royal Tern
<i>Sterna nilotica</i>	Gull-billed Tern
<i>Thalasseus sandvicensis</i>	Sandwich Tern

Literature Cited

Florida Fish and Wildlife Conservation Commission. 2005. Florida's Wildlife Legacy Initiative. Florida's Comprehensive Conservation Strategy. Tallahassee, Florida.

Florida Natural Areas Inventory. And Department of Natural Resources. 2005. Guide to the natural communities of Florida. Tallahassee, Florida.

U.S. Fish and Wildlife Service. 1996. Piping plover (*Charadrius melodus*), Atlantic Coast population, revised recovery plan. Hadley, Massachusetts.

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Ordinance 2020-20
Code Amendment - Animals in Vehicles

ITEM TYPE: Ordinances (w/ fiscal impact)

REQUESTED ACTION: Consider Ordinance 2020-20 at First Reading.

SYNOPSIS: This Ordinance prohibits transport of dogs and other animals in the back of pickup trucks and in any vehicle without secure restraints. Mayor Miller has asked that this Ordinance be considered by the City Commission to avoid cruelty to dogs and cats.

FISCAL IMPACT: Fees collected will be deposited into the General Fund Police Citations, account 001 35116.

CITY ATTORNEY COMMENTS: See above.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission NOT approve proposed Ordinance 2020-20 at First Reading.

Tammi E. Bach, City Attorney	5/18/2020
Dale L. Martin, City Manager	5/20/2020
Pauline Testagrose, Comptroller	5/22/2020

Katie A. Newton

Date: May 14, 2020

Submitted By: Katie Newton, Legal Assistant

COMMISSION ACTION: Approve

ORDINANCE 2020-20

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AMENDING THE CODE OF ORDINANCES SECTION 18-4 BY PROHIBITING TRANSPORT OF UNSECURED ANIMALS IN LOAD SPACES OF VEHICLES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1. It is hereby proposed that Section 18-4 of the Code of Ordinances, City of Fernandina Beach, Florida is hereby amended to read as follows:

Sec. 18-4. - Owner to exercise care and control; standards of care; prohibition of tethering

- (a) *Care and control required.* No owner shall fail to exercise proper care and control of animals to prevent them from becoming a public nuisance.

- (1) It shall be unlawful for the owner or custodian of an animal to allow an animal, to bark, meow, whine, howl, or to make other sounds common to its species, persistently or continuously for a period of 30 minutes or longer when such animal is not contained within an enclosure sufficient to baffle loud noises and render them reasonably unobjectionable.

- (b) *Standard of care.* No owner shall fail to provide his animals with sufficient wholesome and nutritious food, water in sufficient quantities, proper air, shelter, space, and protection from the weather, veterinary care when needed to prevent suffering, and humane care and treatment.

- (1) No person shall beat, cruelly ill-treat, torment, overload, overwork, or otherwise abuse an animal, or cause, instigate, or permit any dogfight, cockfight, bullfight, or other between animals or between animals and humans.

- (2) No owner of an animal shall abandon such animal.

- (3) In no event shall any person except a state licensed veterinarian or other state licensed professional crop a dog's ears or dock a dog's tail or perform any other invasive surgical procedure on any animal.

- (4) Any person who, as the operator of a motor vehicle, strikes a dog or cat within the city limits shall stop at once and render such assistance as may be possible. Such operator shall at once report the accident to the city police department or to the local humane society.

- (5) No person shall expose any known poisonous substance, whether mixed with food or not, so that it shall be available to be eaten by any animal; however, it shall be lawful for a person to expose on his or her own property common pest control poisons mixed only with non-animal substance, which have been approved for such use by the appropriate state and federal governmental agencies.
- (6) Placing or confining an animal or allowing it to be placed or confined or to remain in an unattended vehicle without sufficient ventilation or under conditions or for such a period of time as may reasonably be expected to endanger the health or well-being of such animal due to heat, lack of water or such other circumstances as may be expected to cause suffering, debility or death.
- (7) No person may transport an animal in the back of a motor vehicle in a space intended for a load on the vehicle on a public way unless such space is enclosed or has side and tail racks to a height of at least 46 inches extending vertically from the floor, the animal is cross-tethered to the vehicle, the animal is protected by a secured container or cage or the animal is otherwise protected in a manner which will prevent the animal from being thrown or from falling or jumping from the vehicle. Animals in enclosed areas of motor vehicles must be safely restrained or under the physical control of a person other than the operator of the motor vehicle.
- (c) A law enforcement officer or animal control officer who finds an animal in a vehicle in violation of this section may enter the vehicle by using the amount of force reasonably necessary to remove the animal. A law enforcement officer or animal control officer who acts in substantial compliance with the provisions of this section shall be immune from civil and criminal liability; and the city shall also be held immune from civil liability.
- (d) No person shall give away any live animal as a prize for, or as an inducement to enter any contest, game, or other competition, or as an inducement to enter a place of amusement, or offer an animal as an incentive to enter into any business agreement whereby the offer is for the purpose of attracting trade, or to sell chances, coupons, or tickets to be redeemed for any live animal. Any person found to be in violation of this section shall be subject to fines and penalties as established in section 18-30 and section 1-12 of this Code.
- (e) *Unlawful restraint of dogs and cats.* No person shall tether, fasten, chain, tie, or restrain a dog or cat, or cause a dog or cat to be tethered, fastened, chained, tied, or restrained, to a dog house, tree, fence, or any other stationary object.

- (f) Notwithstanding subsection (e) above, a person may do the following:
- (1) A dog or cat may be tethered when it is in visual range of the owner, and the owner is located outside with the tethered animal.
 - (2) Tether, fasten, chain, tie, or otherwise restrain a dog or cat pursuant to the requirements of a camping or recreational area, or the requirements of subsection (b)(7) of this section.
- (g) In all cases where tethering is permissible, the following conditions must all be met:
- (1) The dog or cat must be attached to the tether by a buckle-type collar or a body harness. A dog or cat shall not be tethered by means of a choke-type, pinch-type, prong-type, or improperly fitting collar;
 - (2) The tether has the following properties: it is at least five times the length of the tethered animal's body, as measured from the tip of the nose to the base of the tail; it terminates at both ends with a swivel; it does not weigh more than 10% of the tethered animal's weight, and it is free of tangles;
 - (3) The dog or cat is tethered in such a manner as to prevent injury, strangulation, or entanglement;
 - (4) If there are multiple dogs or cats, each dog or cat must be tethered separately. The tethering of each dog or cat must be in accordance with the requirements of this Code;
 - (5) The dog or cat is not outside during a period of extreme weather, including without limitation extreme heat (over 85 degrees Fahrenheit) or cold temperatures (under 45 degrees Fahrenheit), thunderstorms, lightning storms, tornado watches or warnings, tropical storms, or hurricane watches or warnings;
 - (6) The dog or cat has access to water, adequate shelter, and dry ground;
 - (7) The dog or cat is at least six months of age. Puppies or kittens shall not be tethered;
 - (8) The dog or cat is not sick or injured; and

- (9) No tether may extend any closer than six feet from the perimeter fence or a lot line. If it is connected to a pulley, the running line must be at least fifteen feet in length and less than seven feet above the ground. If multiple dogs or cats, they must be tethered separately, with no sharing of running lines, or near enough to each other that they may become tangled. No animal shall be tethered so that it has access to public property, including easements and rights-of-way or property owned by another private individual or entity.
- (h) *Enclosure* means any place where any dog or cat is maintained outdoors including, but is not limited to, a fenced yard, kennel, or run and the dog or cat shall be provided proper shelter within such enclosed area. The enclosure shall be suitable to prevent the escape of the dog or cat or the entry of young children. The enclosed area shall be large enough for the dog's or cat's size and temperament, considering the number of dogs or cats that may be using the enclosure at any given time. For dogs, the enclosure shall be large enough for each dog to achieve a running stride. It shall include a shaded area, either by natural or artificial means that is large enough during all hours to shade all dogs or cats in the enclosure without crowding. The enclosure and surrounding area shall be free from trash, standing water, and cleaned regularly to remove accumulated waste and debris, parasites, including fleas, ticks and rodents so as not to threaten the physical wellbeing of the dog or cat. Each dog or cat housed in the primary enclosure, shall be provided wholesome food and a continuous supply of visibly clean, fresh water provided in a sanitary manner and in a container sized appropriately for the dog's or cat's species and size.
- (i) *Shelter* shall include, but is not limited to, a permanent structure with four sides, a solid roof, and a solid bottom. Any structure in which a dog or cat is housed must be well ventilated with fresh air by means of windows, doors, vents, or fans. The structure shall protect the dog or cat from injury. The shelter shall have an entryway that the dog or cat can easily enter and exit in a natural manner and protects the dog or cat from exposure to the elements. The structure shall be weather proof and structurally sound, with insulation appropriate to local climatic conditions and sufficient to protect each dog or cat from inclement weather; the direct rays of the sun, wind, and rain; be constructed to allow each sheltered dog or cat freedom of movement to make normal postural adjustments, including the ability to stand up, turn around and lie down with its limbs outstretched in a normal posture. The dog or cat shall be provided clean, dry bedding, or shall have a clean, solid resting place that is appropriate for the dog's or the cat's size, age, health, and physical condition. The shelter shall be properly lighted to provide a regular lighting cycle of either natural or artificial light corresponding to the natural periods of daylight unless otherwise directed by a licensed veterinarian. Structures with wire, grid, or slat floors which permit the dog's or the cat's feet to pass through openings, sag under the dog's or cat's weight or which otherwise do

not protect the dog's or cat's feet or toes from injury are prohibited. Examples of inadequate shelter include, but are not limited to, lean-tos, metal drums, wire or airline carrier crates, cardboard boxes, abandoned vehicles, porches, decks, or material that does not provide sufficient protection from the elements.

- (j) A law enforcement officer or animal control officer has the right to determine if a space is considered suitable for the number and size of dogs (or cats) housed in an outdoor enclosure.
- (k) *Penalties for violation of this section.* The penalties for violation of this section are as follows: \$100.00 citation for the first offense; \$200.00 citation for the second offense; and \$300.00 for the third offense. These fines apply to violations occurring within a five year period. Appeals of citations shall be made in accordance with section 2-396 et seq. of this Code.

SECTION 2. SEVERABILITY. In the event that any word, phrase, clause, sentence or paragraph hereof shall be held invalid by any court of competent jurisdiction, such holding shall not affect any other word, clause, phrase, sentence or paragraph hereof.

SECTION 3. EFFECTIVE DATE. This Ordinance shall take effect immediately upon its final passage and enactment.

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 2020-13
Code Amendment - Historic District Tax Exemption

ITEM TYPE: Ordinances (w/ fiscal impact)

REQUESTED ACTION: Consider Ordinance 2020-13 at Second 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.

This Ordinance was approved at First Reading by the City Commission at its Regular Meeting on May 5, 2020.

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 enact proposed Ordinance 2020-13 at Second Reading.

Dale L. Martin, City Manager 5/20/2020

Pauline Testagrose, Comptroller 5/21/2020

Tammi E. Bach, City Attorney 5/21/2020

Date: May 06, 2020

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION: Enact

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 2nd day of June, 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: June 2, 2020
Date of Final Passage:

NOTICE OF PUBLIC HEARING
CITY COMMISSION
CITY OF FERNANDINA BEACH

NOTICE IS HEREBY GIVEN that a Public Hearing is scheduled for **Tuesday, June 2, 2020, at 6:00 PM** in the City Commission Chambers, 204 Ash Street Fernandina Beach, Florida to consider the following application:

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.

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 May 20, 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 2020-14
Code Amendment - Board Member Terms

ITEM TYPE: Ordinance (w/o fiscal impact)

REQUESTED ACTION: Consider Ordinance 2020-14 at Second 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.

This Ordinance was approved at First Reading by the City Commission at its Regular Meeting on May 5, 2020.

FISCAL IMPACT: None

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission enact proposed Ordinance 2020-14 at Second Reading.

Dale L. Martin, City Manager 5/21/2020

Tammi E. Bach, City Attorney 5/21/2020

Date: May 06, 2020

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION: Enact

NOTICE OF PUBLIC HEARING
CITY COMMISSION
CITY OF FERNANDINA BEACH

NOTICE IS HEREBY GIVEN that a Public Hearing is scheduled for **Tuesday, June 2, 2020, at 6:00 PM** in the City Commission Chambers, 204 Ash Street Fernandina Beach, Florida to consider the following application:

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.

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 May 20, 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

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~~ 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~~ 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 ~~15~~ 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 Second 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.

This Ordinance was approved at First Reading by the City Commission at its Regular Meeting on May 5, 2020.

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 enact proposed Ordinance 2020-15 at Second Reading.

Dale L. Martin, City Manager	5/20/2020
Pauline Testagrose, Comptroller	5/21/2020
Tammi E. Bach, City Attorney	5/21/2020

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

Date: May 06, 2020

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION: Enact

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 2nd day of June, 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

NOTICE OF PUBLIC HEARING
CITY COMMISSION
CITY OF FERNANDINA BEACH

NOTICE IS HEREBY GIVEN that a Public Hearing is scheduled for **Tuesday, June 2, 2020, at 6:00 PM** in the City Commission Chambers, 204 Ash Street Fernandina Beach, Florida to consider the following application:

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.

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 May 20, 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*