



AGENDA
FERNANDINA BEACH CITY COMMISSION
REGULAR MEETING
JULY 7, 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 by Pastor Bernard Thompson of New Zion Missionary Baptist Church.

4. PROCLAMATIONS / PRESENTATION

4.1 **PROCLAMATION - FOAR FROM HOME - TALISKER WHISKEY ATLANTIC CHALLENGE** - *Recognizes awareness to combat the high rate of Veteran suicide in the United States and for Veteran post-traumatic stress disorder medical research.*

4.2 **PROCLAMATION - CROSS THE LINE FOUNDATION "PADDLE FOR VETERANS"** - *Recognizes Military Veterans across all branches of the United States Armed Forces by raising awareness for a variety of Veteran related post-traumatic stress disorders.*

4.3 **PROCLAMATION - GULLAH/GEECHEE NATION APPRECIATION WEEK** - *Proclaims July 25, 2020 - August 1, 2020, as "Gullah/Geechee Nation Appreciation Week". Queen Quet, Chieftess of the Gullah/Geechee Nation, will be present to accept the Proclamation.*

4.4 **PRESENTATION - NASSAU HUMANE SOCIETY** - *Representatives of the Nassau Humane Society will present the "City Commission Dog of the Month."*

5. CITY COMMISSION DISCUSSION

5.1 **LAND CONSERVATION** - *This item is placed on the agenda at the request of Commissioner Lednovich.*

5.2 **WATERFRONT DEVELOPMENT** - *This item is placed on the agenda at the request of Commissioner Lednovich.*

5.3 **BEACHES** - *This item is placed on the agenda at the request of Vice Mayor Kreger.*

5.4 **MARINA** - *This item is placed on the agenda at the request of Commissioner Ross.*

5.5 **NOVEL CORONAVIRUS (COVID-19) UPDATE** - *This item is placed on the agenda at the request of*

Vice Mayor Kreger.

- 5.6 **OCEAN HIGHWAY AND PORT AUTHORITY (OHPA)** - *This item is placed on the agenda at the request of Commissioner Ross.*

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

7. RESOLUTIONS

- 7.1 **BUDGET AMENDMENT - INFORMATION TECHNOLOGY DEPARTMENT - RESOLUTION 2020-88** APPROVING AN AMENDMENT TO THE BUDGET FOR FISCAL YEAR 2019/2020; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves a transfer of \$23,100 from the General Fund Contingency account to the Information Technology Communications Internet account.*
- 7.2 **AMENDING RESOLUTION 2019-130 - RESOLUTION 2020-89** AMENDING RESOLUTION 2019-130 BY EXTENDING THE LENGTH OF TIME THE CHARTER REVIEW COMMITTEE HAS TO REVIEW AND MAKE RECOMMENDATIONS; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Amends the time frame for the Charter Review Committee to extend to September 30, 2020.*
- 7.3 **AWARD OF BID #2020-06 - GOLF SCULPTORS INTERNATIONAL LLC - RESOLUTION 2020-90** AWARDED BID #2020-06 TO GOLF SCULPTORS INTERNATIONAL LLC FOR THE FERNANDINA BEACH GOLF CLUB DRIVING RANGE PRACTICE FACILITY RENOVATION; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Awards Bid #2020-06 to Golf Sculptors International LLC for the renovation of the Fernandina Beach Golf Club Driving Range Practice Facility in the amount of \$129,435.*
- 7.4 **FINAL PLAT APPROVAL - CRANE ISLAND PHASE 2B - RESOLUTION 2020-91** APPROVING FINAL PLAT, PAB 2020-0005 TITLED, "CRANE ISLAND PHASE 2B;" AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Accepts and approves the plat titled, "Crane Island Phase 2B," as the final plat.*
- 7.5 **HEADCOUNT INCREASE / BUDGET AMENDMENTS - BUILDING DEPARTMENT - RESOLUTION 2020-92** APPROVING THE ADDITION OF ONE FULL-TIME POSITION, INCREASING THE CITY'S FULL-TIME HEADCOUNT TOTAL BY ONE; APPROVING AMENDMENTS TO THE BUDGET FOR FISCAL YEAR 2019/2020; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves the transfer of \$20,250 from the Building Reserve account to the Building Operating Supplies account; approves the transfer of \$10,000 from the Building Reserve account to the Building Overtime account; and approves the transfer of \$24,986 from the Building Reserve account to various Building accounts for expenses related to additional personnel.*
- 7.6 **AWARD OF BID# 2020-02 - PRIVATE PROVIDER BUILDING PLANNING REVIEW INSPECTION SERVICE FIRMS - RESOLUTION 2020-93** AWARDED BID #2020-02 AND APPROVING A LIST OF PRIVATE PROVIDER BUILDING PLANS REVIEW AND INSPECTION SERVICES FIRMS; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Awards Bid #2020-02 and approves the list of FL Licensed Plans Examiners and FL Licensed Inspectors.*

8. ORDINANCE - SECOND READING

- 8.1 **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.

9. BOARD APPOINTMENT

9.1 **CHARTER REVIEW COMMITTEE** - *one appointment.*

10. CITY MANAGER REPORTS

11. CITY ATTORNEY REPORTS

12. CITY CLERK REPORTS

13. MAYOR/COMMISSIONER COMMENTS

14. ADJOURNMENT

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

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

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Proclamation
Foar From Home - Talisker Whiskey Atlantic Challenge

ITEM TYPE: Proclamations

REQUESTED ACTION:

SYNOPSIS: Attached is a Proclamation recognizing awareness to combat the high rate of Veteran suicide in the United States and for Veteran post-traumatic stress disorder medical research.

Foar From Home - Fernandina Veteran Ocean Row Team members will be in attendance to accept the Proclamation and provide a brief presentation: Bill Cimino, Veteran - U.S. Army; Cameron Hansen, Veteran - U.S. Air Force; Hupp Huppmann, Veteran - U.S. Navy; and Paul Lore, Veteran - U.S. Marine Corps.

This item is placed in the agenda at the request of Mayor Miller.

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Dale L. Martin, City Manager 6/25/2020

Date: June 11, 2020

Submitted By: Caroline Best, City Clerk

COMMISSION ACTION:

Proclamation

WHEREAS, Foar From Home is a local Veteran row team comprised of four self-proclaimed “ordinary guys” who represent the United States Armed Forces: Army, Air Force, Navy and Marines; and

WHEREAS, in early December, 2021, the Foar From Home team will embark on the premier event in ocean rowing – the Talisker Whisky Atlantic Challenge. Commonly referred to as the world’s toughest row; and

WHEREAS, the annual Challenge has more than thirty teams participating from around the world and will span more than 3,000 nautical miles from the Canary Islands to Antigua. The race brings together people from across the globe in an atmosphere electric with excitement as they help each other prepare for the challenge of crossing the mighty Atlantic Ocean; and

WHEREAS, driven by a strong desire to aid and support their fellow Veterans, the Foar From Home team: Mr. Billy Cimino, Mr. Cameron Hansen, Mr. A.M. ‘Hupp’ Huppmann and Mr. Paul Lore will raise awareness and donations to combat the high rate of Veteran suicide in the United States and for Veteran post-traumatic stress disorder medical research; and

WHEREAS, Foar From Home is enthusiastic and eager to begin the Talisker Whisky Atlantic Challenge and will diligently work to ensure their campaign represents all of Fernandina Beach, Amelia Island and Nassau County with integrity, strength of character, stewardship, purpose and pride.

NOW, THEREFORE, I, John A. Miller, by virtue of the authority vested in me as Mayor of the City of Fernandina Beach, Florida, do hereby wish:

“FOAR FROM HOME – TALISKER WHISKY ATLANTIC CHALLENGE”

a successful campaign on what will surely be an unforgettable and truly unique experience and hereby encourage all citizens to take an active role in the prevention of Veteran suicide and to donate towards Veteran post-traumatic stress disorder medical research.

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

CITY OF FERNANDINA BEACH

JOHN A. MILLER
Mayor - Commissioner

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Proclamation
Cross the Line Foundation "Paddle for Veterans"

ITEM TYPE: Proclamations

REQUESTED ACTION:

SYNOPSIS: Attached is a Proclamation recognizing the Cross the Line Foundation's 2nd Annual "Paddle for Veterans" event.

The following Cross the Line representatives will be in attendance to accept the Proclamation: founding members Mr. Bill Cimino and Mr. Paul Lore; Board of Director members Ms. Starla Hansen, Ms. Ruth Maestre and Ms. Katie Cimino; Water Crewman Mr. Scott Sherman; and Volunteer Coordinator Ms. Penny Logan.

This item is placed on the agenda at the request of Mayor Miller.

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Dale L. Martin, City Manager 6/25/2020



Date: June 10, 2020

Submitted By: Caroline Best, City Clerk

COMMISSION ACTION:

Proclamation

WHEREAS, the Cross the Line Foundation is a not-for-profit organization which harnesses the therapeutic power of our majestic ocean waters to support Military Veterans across all branches of the United States Armed Forces by raising awareness for a variety of Veteran related post-traumatic stress disorders; and

WHEREAS, the Cross the Line Foundation partners with other Veteran organizations to ensure our Nation's warriors receive assistance with cognitive counseling, housing, employment, healthcare, mental health resources, suicide prevention, post-traumatic stress disorder and much more; and

WHEREAS, this year, the Cross the Line Foundation sponsored the 2nd Annual Paddle for Veterans which took place June 20, 2020. Eighty-eight patriotic participants forged through 7.29 nautical miles from the St. Marys, Georgia waterfront to the historic and picturesque downtown Fernandina Beach waterfront; and

WHEREAS, the money raised by the 2020 Paddle for Veterans event was allocated directly to local agency: K9s For Warriors, the Nation's largest provider of service dogs to military veterans. K9s For Warriors rescues and trains shelter dogs to assist Veterans suffering from post-traumatic stress disorder, traumatic brain injury and/or military sexual trauma. K9s For Warriors is ending veteran suicide and returning our Warriors to a life of dignity and independence; and

WHEREAS, the Cross the Line Foundation Paddle for Veterans event participants, organizers, volunteers and donors are to be commended for their unmatched and tireless commitment to offering direct links to resources which assist Veterans with their reintegration from service, while continuing to raise awareness related to issues affecting those who served.

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

“CROSS THE LINE FOUNDATION PADDLE FOR VETERANS”

for devotedly providing Veterans the same level of care and commitment they so selflessly contributed to ensure American freedoms remain ever protected from threat and harm.

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

CITY OF FERNANDINA BEACH

JOHN A. MILLER
Mayor - Commissioner

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Proclamation
Gullah/Geechee Nation Appreciation Week

ITEM TYPE: Proclamations

REQUESTED ACTION: Presentation

SYNOPSIS: Attached is a Proclamation proclaiming July 25, 2020 - August 1, 2020, as "Gullah/Geechee Nation Appreciation Week." Queen Quet, Chieftess of the Gullah/Geechee Nation, will be present to accept the Proclamation.

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Nicole Bednar, Administrative Services Manager 6/25/2020

Dale L. Martin, City Manager 6/25/2020

Date: June 18, 2020

Submitted By: Caroline Best, City Clerk

COMMISSION ACTION:

Proclamation

WHEREAS, the Gullah/Geechee Nation is the geographical area of the Sea Islands and Low Country of North Carolina, South Carolina, Georgia, and Florida. This area is home to the only African American population of the United States with a separate, long-standing name identifying them as a distinct people and the lone speakers of the only true African American creole language of the continental United States; and

WHEREAS, Africans began arriving on the Sea Islands in the 1500s; and the population of these Africans increased as chattel enslavement grew in the 1600s. These Africans began to engage with, and in some instances, started families with indigenous Americans in the region; the descendants of which are known as “Gullah/Geechee”; and

WHEREAS, in 1999, the Gullah/Geechee people throughout the Sea Islands and Lowcountry of the Carolinas, Georgia, and Florida banded together to proclaim their human right of self-determination and within one year, enstooled their own leader; a St. Helena Island native: her Royal Highness Queen Quet, Chieftess of the Gullah/Geechee Nation; and

WHEREAS, for the past twenty years, Queen Quet has served the Gullah/Geechee Nation with honor and distinction as the official spokesperson and “Head pun de Bodee”; and

WHEREAS, the City of Fernandina Beach proudly supports the cultural heritage and sustainability of the Gullah/Geechee Nation and delights in partnering with Queen Quet to celebrate the 20th Anniversary of the Gullah/Geechee Nation.

NOW THEREFORE, I, John A. Miller, by virtue of the authority vested in me as Mayor of the City of Fernandina Beach, Florida, do hereby proclaim July 25, 2020 – August 1, 2020 as,

“GULLAH/GEECHEE NATION APPRECIATION WEEK”

and call upon all citizens to join in celebrating the “Gullah/Geechee 2020: Seein We Culcha Clearly” virtual events and to generously support Gullah/Geechee businesses and institutions year-round.

IN WITNESS WHEREOF, I, John A. Miller, as Mayor hereunto set my hand and cause the Official Seal of the City of Fernandina Beach, Florida, to be affixed this 7th day of July, 2020.

CITY OF FERNANDINA BEACH

John A. Miller
Mayor-Commissioner

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Presentation
Nassau Humane Society

ITEM TYPE: Presentation

REQUESTED ACTION:

SYNOPSIS: Representatives of the Nassau Humane Society will present the "City Commission Dog of the Month."

This item is placed on the agenda at the request of Mayor Miller.

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Dale L. Martin, City Manager 6/25/2020

Date: October 30, 2019

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION:

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 6/17/2020

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 6/17/2020

Date: October 25, 2019

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION:

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Discussion
Beaches

ITEM TYPE: Discussion

REQUESTED ACTION:

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

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Dale L. Martin, City Manager 6/17/2020

Date: December 04, 2019

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION:

Nassau County Vulnerability Assessment: Phase II

REPORT OF VULNERABILITY ASSESSMENT

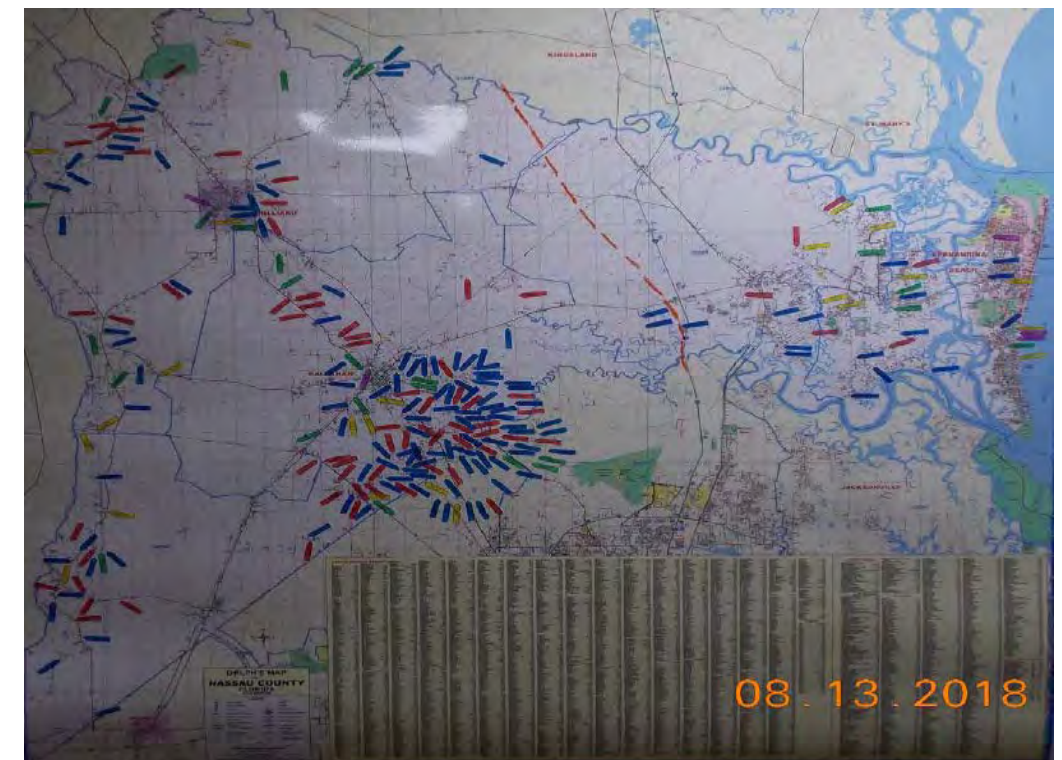
APRIL 3, 2020



Executive Summary: Vulnerability Assessment & Public Outreach

Nassau County applied for a Resiliency Planning Grant (RPG) through the Florida Department of Environmental Protection to assess vulnerabilities in two areas of the County: 1) Amelia Island (including the City of Fernandina Beach), and 2) west of I-95 and north and west of SR 200/US 301. This is the second of two phases, and completes the county-wide assessment.

Flooding, stormwater, and drainage are top of mind with elected officials and their communities based on recent storm events like Hurricanes Matthew and Irma, but also because of everyday flooding after typical summer thunderstorms. It is not uncommon for the County to hear on a weekly basis from citizens regarding road flooding issues or that they have been dropped from their flood insurance. An example of this is illustrated by the County Road and Bridge Department's open work orders map. In the picture at right, blue flags indicate open work orders related to drainage and flooding; while present throughout the County, this map describes a concentration around Callahan and demonstrates existing vulnerabilities.



Executive Summary:

Vulnerability Assessment & Public Outreach

The community has indicated it is ready for action. This Vulnerability Assessment for the County's rapidly growing areas and areas with demonstrated flooding issues helps better prepare Nassau County and dovetails well with existing long-range planning projects that are underway. Further, based on this Assessment, the County should be prepared to address the impacts of sea level rise: tidally-influenced water bodies extend well into western Nassau County. In addition to losses of tidal wetlands; changes to the landforms of estuaries, tidal wetlands, and tidal rivers; destabilization of beach-dune systems, barrier islands, and inlets; and threats to coastal fresh water supplies, increasing sea level in Nassau County is anticipated to impact the functionality of stormwater systems (exacerbating flooding) and the safe operations of septic tanks and drainfields as well as sewer mains. Sea level rise will have a disproportionate impact on areas with higher concentrations of the disabled, major employers (including tourism), and historical resources. As a community with a geography dominated by floodplains and wetlands, the County must take sea level rise seriously. A rise in sea level will have impacts on infrastructure, development, community health, and the economy.

Nassau County Planning and Economic Opportunity (PEO) Department staff are working on numerous long-range planning initiatives in the two project areas. The timeline for these projects is roughly the next 18-24 months. Having a Vulnerability Assessment conducted now is an opportune time to make sure the County is adequately addressing future impacts of flooding and SLR as the County progresses on these planning projects. This not only helps the County plan for its citizens, it will also help the County plan internally in terms of siting future infrastructure projects.

These planning initiatives are directly related to projected growth trends for Nassau County. In Spring 2018, the PEO Department released a Growth Trends report with projections relative to population and potential future land areas expected to be impacted as a result of this growth. The proposed areas for this Vulnerability Assessment, which include areas of existing population concentration and growth, are projected to be the areas continuing to grow over the next ten years. These areas include, for example, Amelia Island and the City of Fernandina Beach, which continue to be economic focal points for the County. The city of Hilliard and portions of Callahan are also addressed in this phase of the Vulnerability Assessment, as are a number of approved subdivisions. Incorporating resiliency into planning efforts for these regions represents the holistic planning approach the County wishes to see implemented.

Executive Summary:

Vulnerability Assessment & Public Outreach

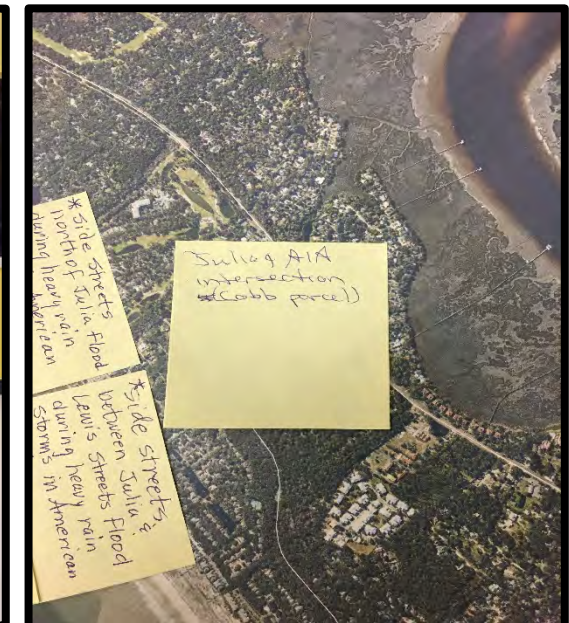
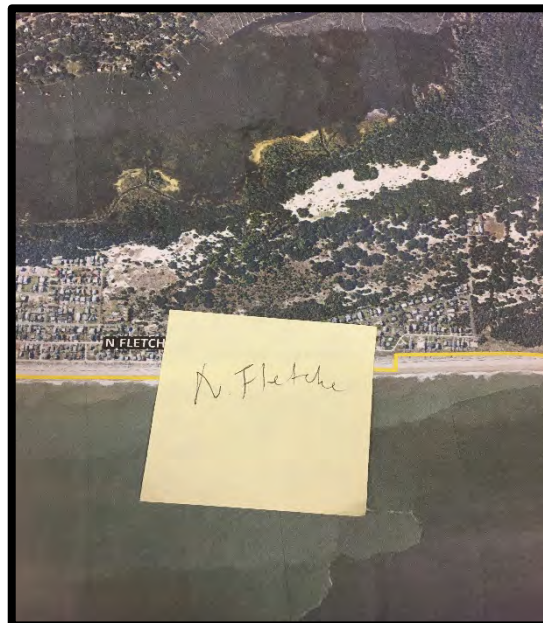
In early 2019, Nassau County adopted the state statutory requirements regarding “Peril of Flood” into the County’s Comprehensive Plan. This was an important step forward in resilience and adaptation planning for the County. Having a Vulnerability Assessment completed will move the County further along the Adaptation Planning process suggested by the State of Florida in the *Florida Adaptation Planning Guidebook*, as depicted to the right.

The Balmoral Group was contracted to perform the vulnerability assessment. Data were collected from a variety of sources and compiled to evaluate two areas: “Amelia Island” (including the City of Fernandina Beach), and “West”, meaning west of I-95 and north of SR 200/US 301. Maps were prepared to provide relevant data, and public outreach events were conducted on February 5, 2020 in American Beach (for the Amelia Island study area) and on February 19, 2020 in Hilliard (for the West study area).

Steps to Create Adaptation Plans



Executive Summary: Vulnerability Assessment & Public Outreach



Citizen Comments

At the two publicly noticed outreach events, citizens were provided the opportunity to mark up maps; verify, validate, and correct indicated areas of flood risk and occurrence; and to ask questions to clarify the methodology and findings. Images and notes compiled by TBG staff.

American Beach
(2/5/20):

File Image	Comment
IMG_1301	"N Fletcher"
IMG_1302	"Hurricane surge waves washing over Atlantic Ave @ Egans Creek"
IMG_1303	"Flooding from Alligator Creek to Calhoun Street; Broom (saltwater marsh behind port) east of port:
IMG_1304a	Julia @ A1A intersection (Cobb parcel)"
IMG_1304b	"side streets north of Julia flood during heavy rain storm in American Beach"
IMG_1304c	"side streets between Julia & Lewis Streets flood during heavy rain storm in American Beach"
IMG_1304d	"Heavy Rains; from Julie left to end of Ervin floods; Water remains in street; Drain needed"
IMG_1304e	"During major storms Gregg Street floods houses near the pumping station, gets at least 4' of water in their garages. American Beach"

Hilliard
(2/19/20):

Note Reference	Comment
A	"During Irma, Kame Creek 1A lot, 1 foot under"
B	"Alligator Creek; Brandy's Ave (early Feb) water in ditches at all times; (Oak Trail), Irma 6'"
C	"US 1 property across from Cedar Dr has filled in Callahan"
D	"SJRWMD looks at property not context"

Introduction & Background to Data Collection

The following maps describe data relevant to the evaluation of two study areas within Nassau County: Amelia Island and the “West”, meaning west of I-95, north (and west) of SR 200/US 301. A number of vulnerabilities were assessed in this study. As planning efforts may need to respond differently to episodic flooding versus long-term changes in flooding conditions, the maps are organized by type of inundation for each new data theme introduced, as follows:

1. The first map in each sequence provides data regarding seasonal, episodic flooding or inundation, based on satellite data reflecting the presence or absence of surface water (described in more detail in the next section).
2. The second map in each sequence provides data in the context of storm surge inundation, based on NOAA-modeled impacts associated with each hurricane category (1 thorough 5).
3. The third map relates data to several sea level rise projections for the area (1', 3' and 6').

Three figures also have been included that relate existing land uses and development patterns to the County's Future Land Use Map and zoning, followed by a series of slides describing the three types of flooding or inundation data used throughout the assessment, described here as Episodic (water frequency), Event-driven (storm surge) and Persistent (sea level rise).

Common to all inundation maps in this study is the direct relationship between level of risk and land elevation as shown in the Figure on the right. Areas of low elevation (dark shading) are typically at the highest level of risk, whereas areas of high elevation are less likely to be inundated by episodic, storm surge or sea level rise flooding events.

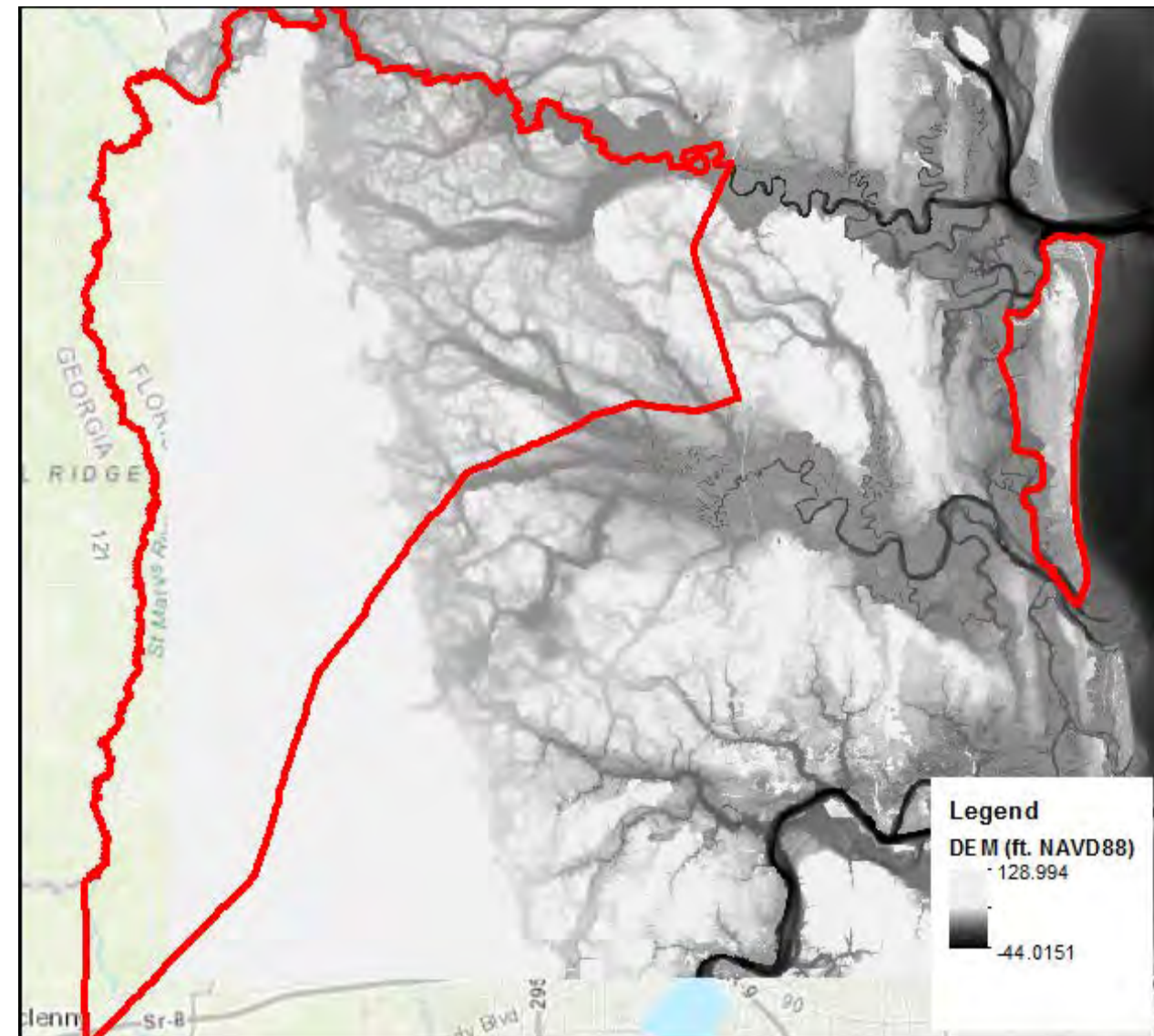


Table of Figures

Figure 1a. Future Land Use and Existing Parcels, west area	7
Figure 1b. Future Land Use and Existing Parcels, Amelia Island	8
Figure 2. Zoning and Existing Parcels	9
Series 1. Flood Zones and Vulnerability	11
Series 2. Wastewater Treatment Method and Vulnerability	14
Series 3. Subdivisions and Vulnerability	17
Series 4. Pre-FIRM Buildings and Vulnerability	20
Series 5. Manufactured Homes by Year Built and Vulnerability	25
Series 6. Racial Composition and Vulnerability	29
Series 7. Percent of Population over 65 and Vulnerability	32
Series 8. Percent of Households with Income below Poverty Threshold and Vulnerability	35
Series 9. Percent of Households with Income 200% above Poverty Threshold and Vulnerability	38
Series 10. Percent of Non-institutionalized Population over 18 with a Disability and Vulnerability	41
Series 11. Employment Location by Block Group and Vulnerability	44
Series 12. Conservation Lands and Vulnerability	47
Series 13. Critical Infrastructure: Hydrants and Vulnerability	50
Series 14. Critical Infrastructure: Water Distribution Lines and Vulnerability	53
Series 15. Critical Infrastructure: Sewer and Vulnerability	56
Series 16. Critical Infrastructure and Vulnerability	59
Series 17. Cultural Resources and Vulnerability	62
Series 18. Cultural Resources Assessment Surveys and Vulnerability	65
Figure 3. Compounded Effects of Storm Surge and Sea Level Rise	68
Figure 4. Paper Mill Sites	70
Figure 5. Historic District	71
Figure 6. Amelia Island Tourism Sites	72
Figure 7. Fernandina Beach Municipal Airport	73
Figure 8. Amelia Island Marina	74
Figure 9. Egan's Creek Greenway	75
Figure 10. FAA Air Route Traffic Control Center	76
Figure 11. White Oak Conservation	77

Figure 1a. Future Land Use and Existing Parcels

Figure 1a compares the Future Land Use Map (FLUM) categories (presented in solid colors) with the current land use (2019 parcel data, shown by dotted colors) to identify areas where the planned future use has been superseded by existing uses. For example, there are places in the West area where future land use is labeled for conservation (Conservation II), but is currently in agriculture or residential.

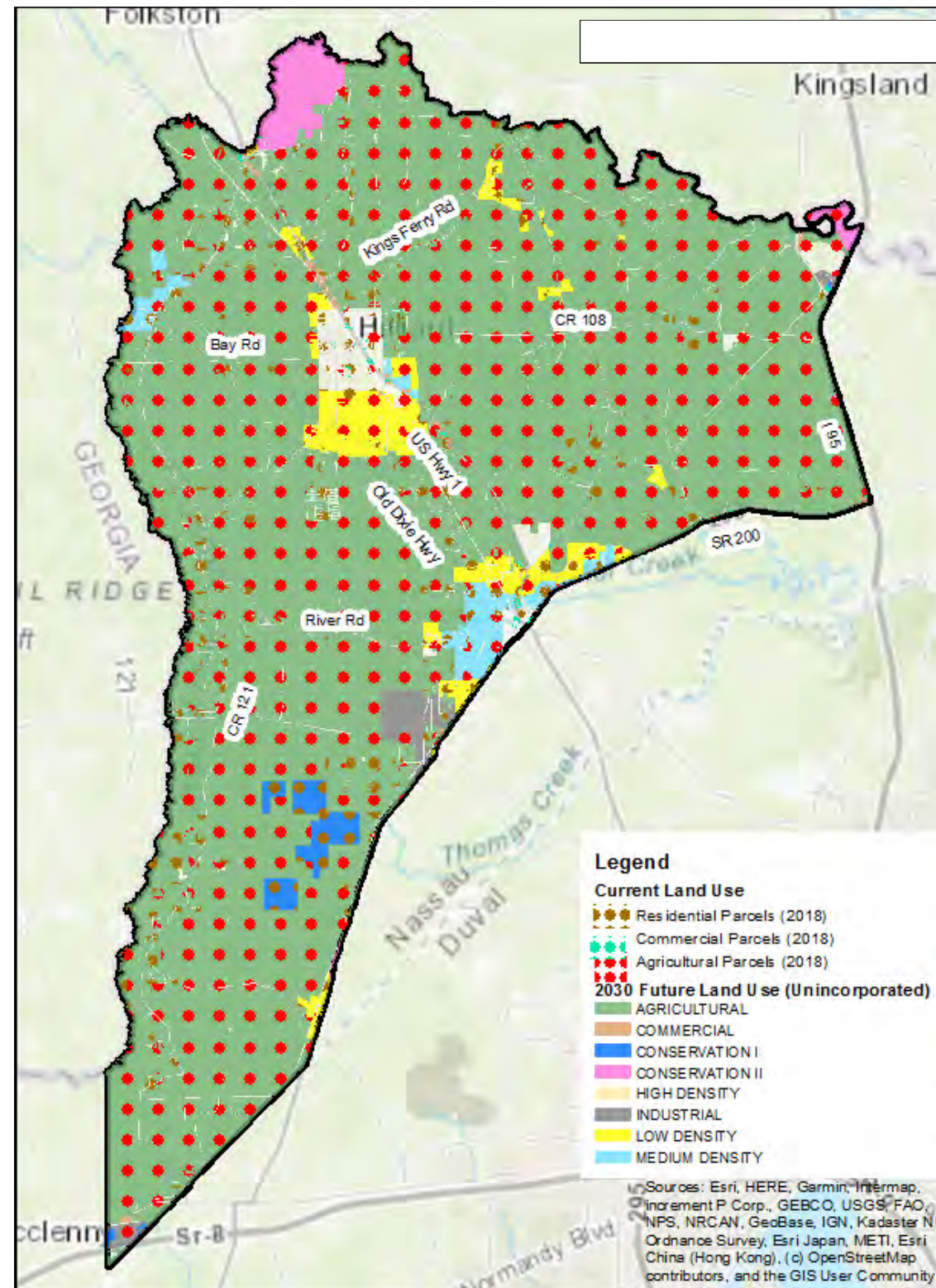


Figure 1b. Future Land Use and Existing Parcels, Amelia Island

Figure 1b presents the Future Land Use Map (FLUM) categories and existing uses for both the unincorporated and incorporated areas of Amelia Island.

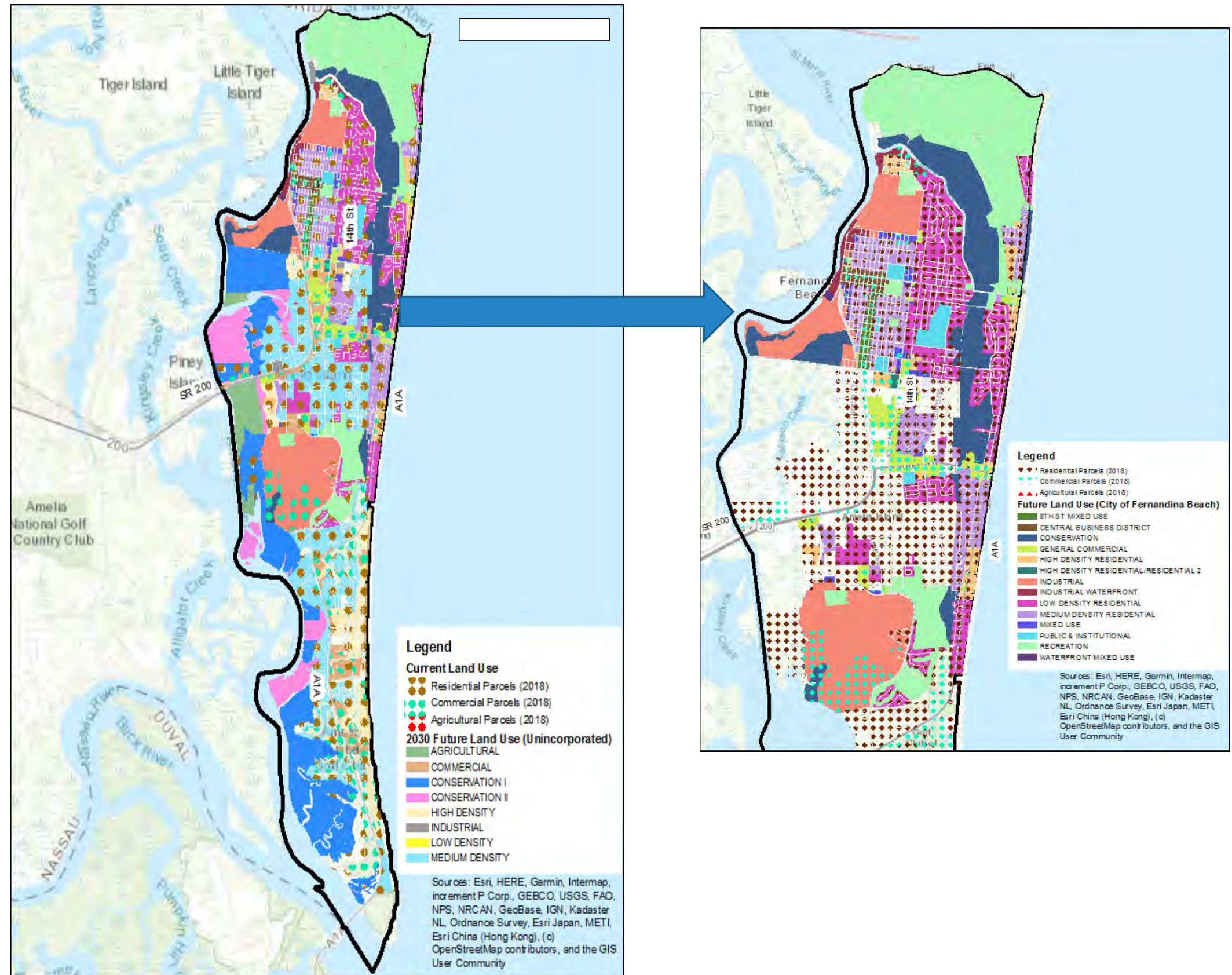
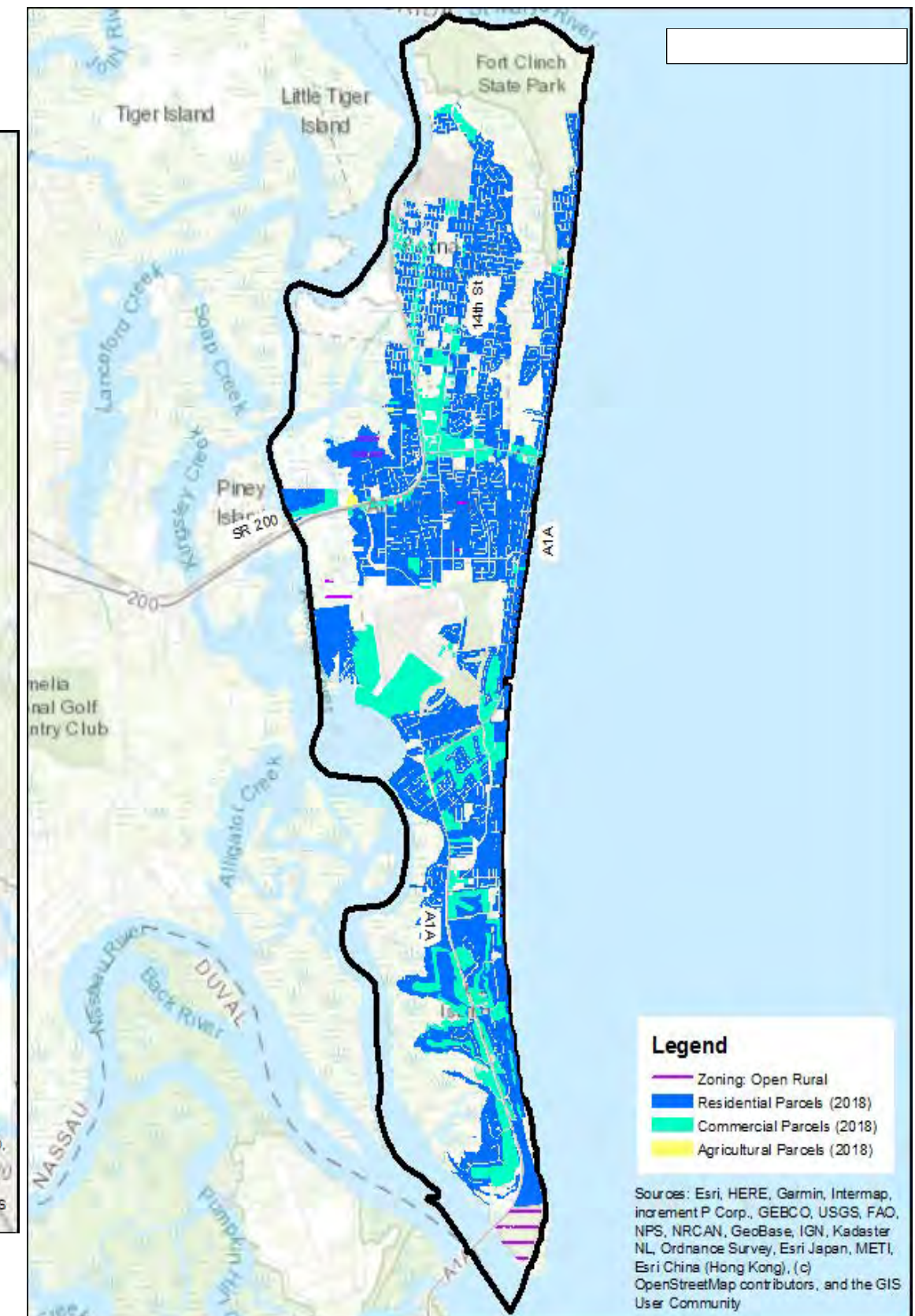
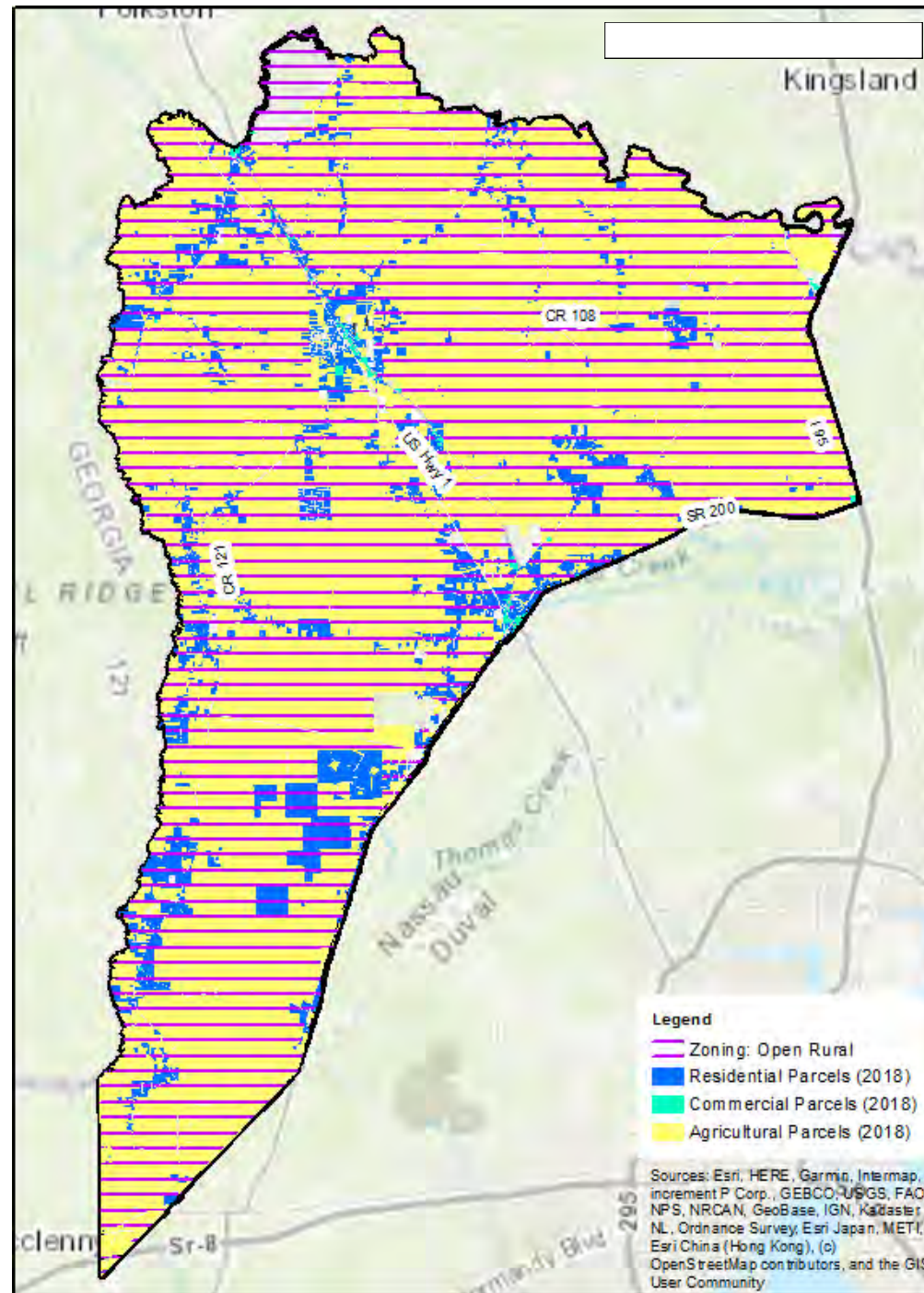


Figure 2. Zoning and Existing Parcels

Zoning information was also reviewed, to understand current land uses in the context of the vulnerability assessment.

Figure 2 compares land zoned as open rural (purple hashed line), 2018 agricultural (yellow), commercial/industrial (green), and residential parcels (blue). Similarly to what occurs with future land use designations, there are sections in the West area zoned open rural, but which have undergone some residential development. In unincorporated Amelia Island there are few sections zoned as open rural.

While in Amelia there are 283 acres of land zoned as open rural, there are almost 260,000 acres in the West area. In the West area, 5,735 residential (24,600 acres) and 73 commercial parcels (324) intersect with areas zoned as open rural. In Amelia Island, there are 82 residential (376 acres) and no commercial parcels within open rural zones.



Information about satellite data reflecting water frequency

Satellite data* representing water frequency provides information about how often an area was under water in 1984-1999 compared to conditions during 2000-2015. The results were mapped as follows:

- Red represents a percent loss of surface water occurrence between the two time periods (brighter red = higher loss)
- Black areas represent no change, and
- Green represents a percent increase of water occurrence (brighter green = higher increase).

For instance, between the two periods, Amelia Island had a net gain of almost 2,400 acres in surface water occurrence (losing approximately 494 acres, but gaining 2,860 acres). It is significant that the satellite data show increased flooding in locations near the Intracoastal Waterway and the historic district of Fernandina Beach.

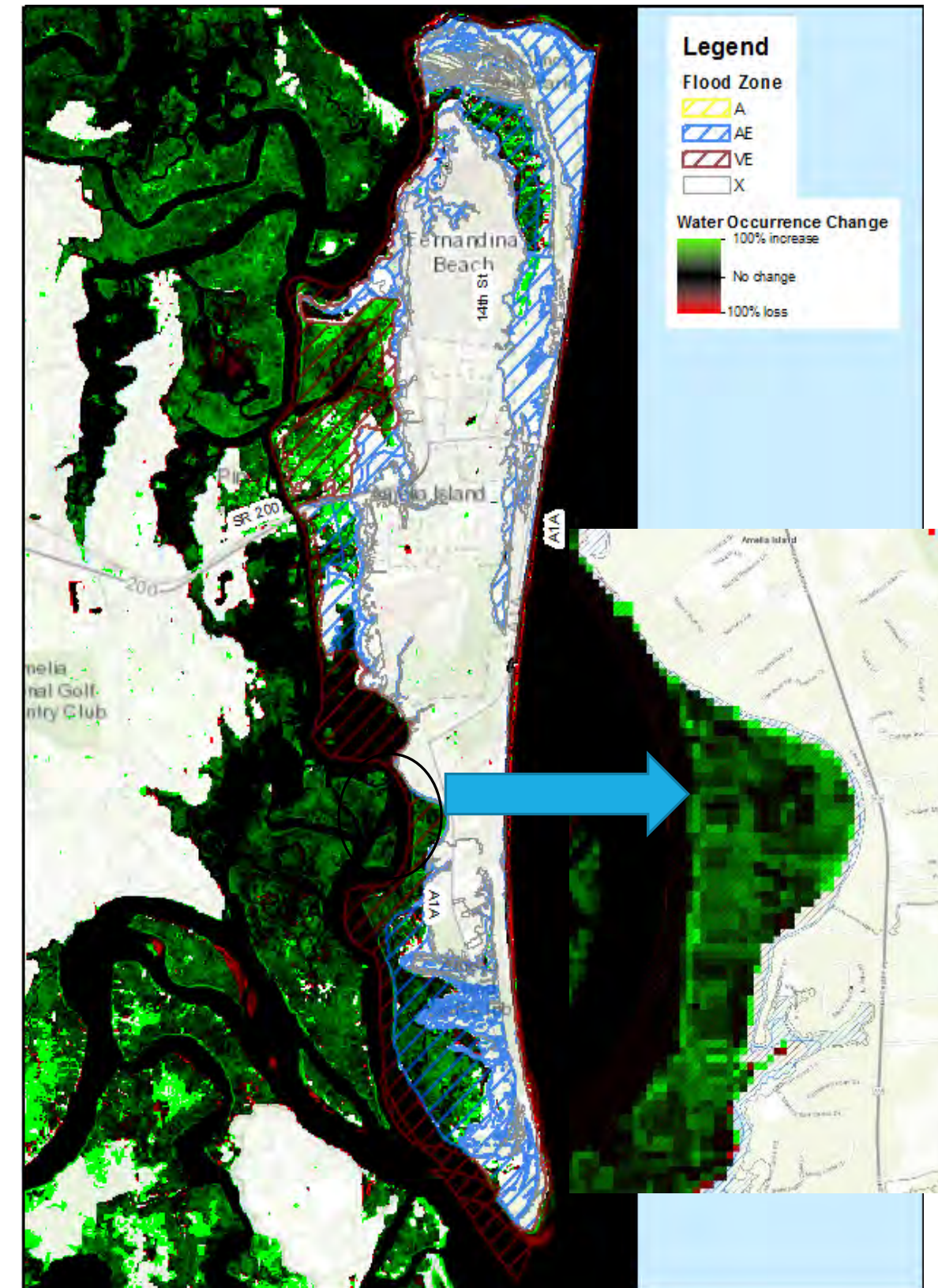
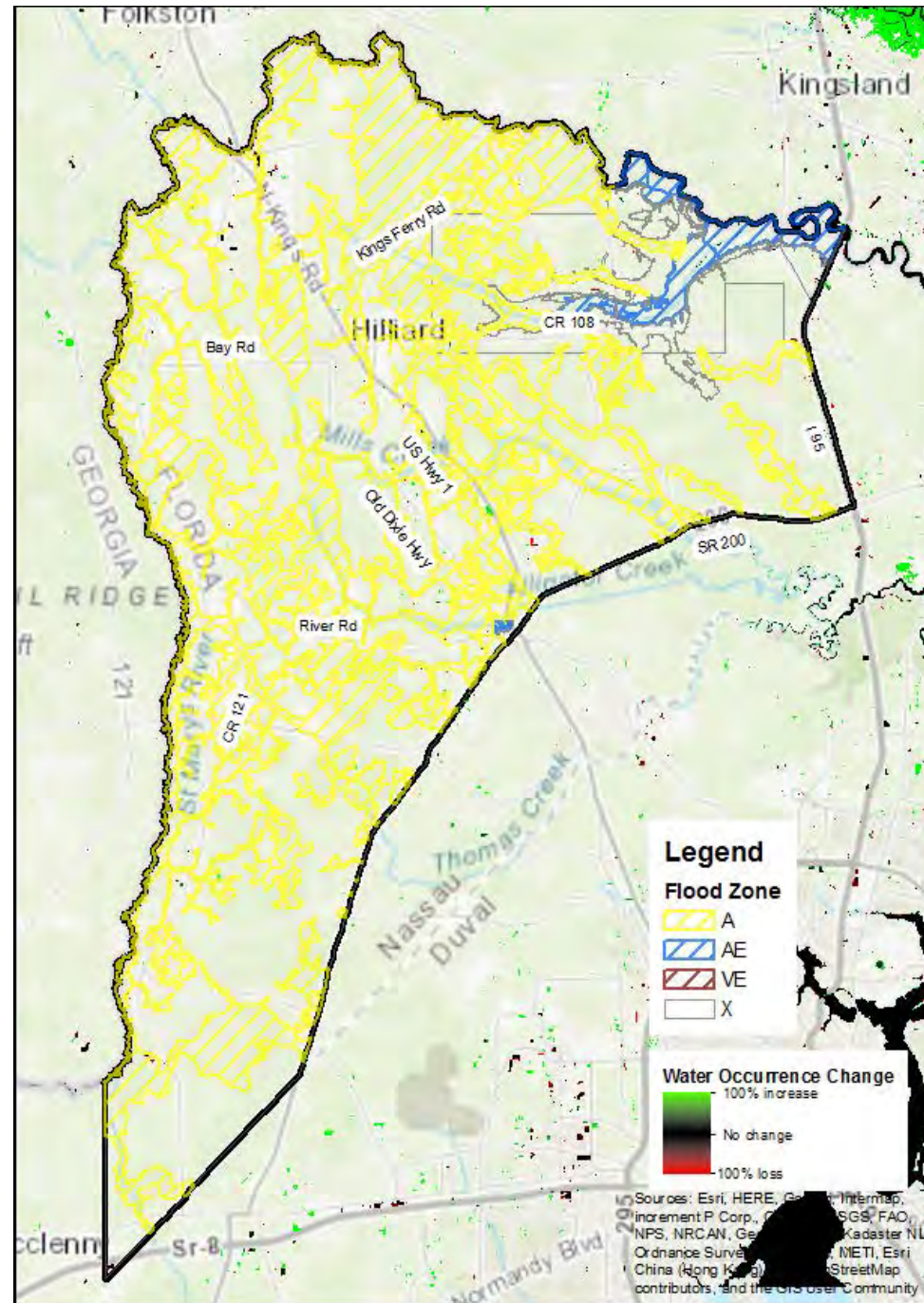
However, the data are limited in some locations. For instance, within the study boundaries, there are more data in Amelia Island than in the western area of the County. This is, in part, because the published data exclude imagery with factors such as cloud cover that could misidentify the presence of water in a given place. Areas just inland of coastal environments tend to have more cloud cover that can obscure observations.

* Published by the European Commission Joint Research Centre (EC JRC).

Series 1 Map 1. Flood Zones and Water Occurrence Change

Data regarding flooding incidence were compiled from a variety of sources, including FEMA flood zone designations and satellite data showing water frequency changes between 1984 and 2015. The maps at right allow for comparisons between flood zone rating and the observed changes in surface water frequency. For example, the maps show Flood Zones rated A or AE, meaning they have a greater than 1% chance of flooding in a given year according to FEMA hydrologic mapping.

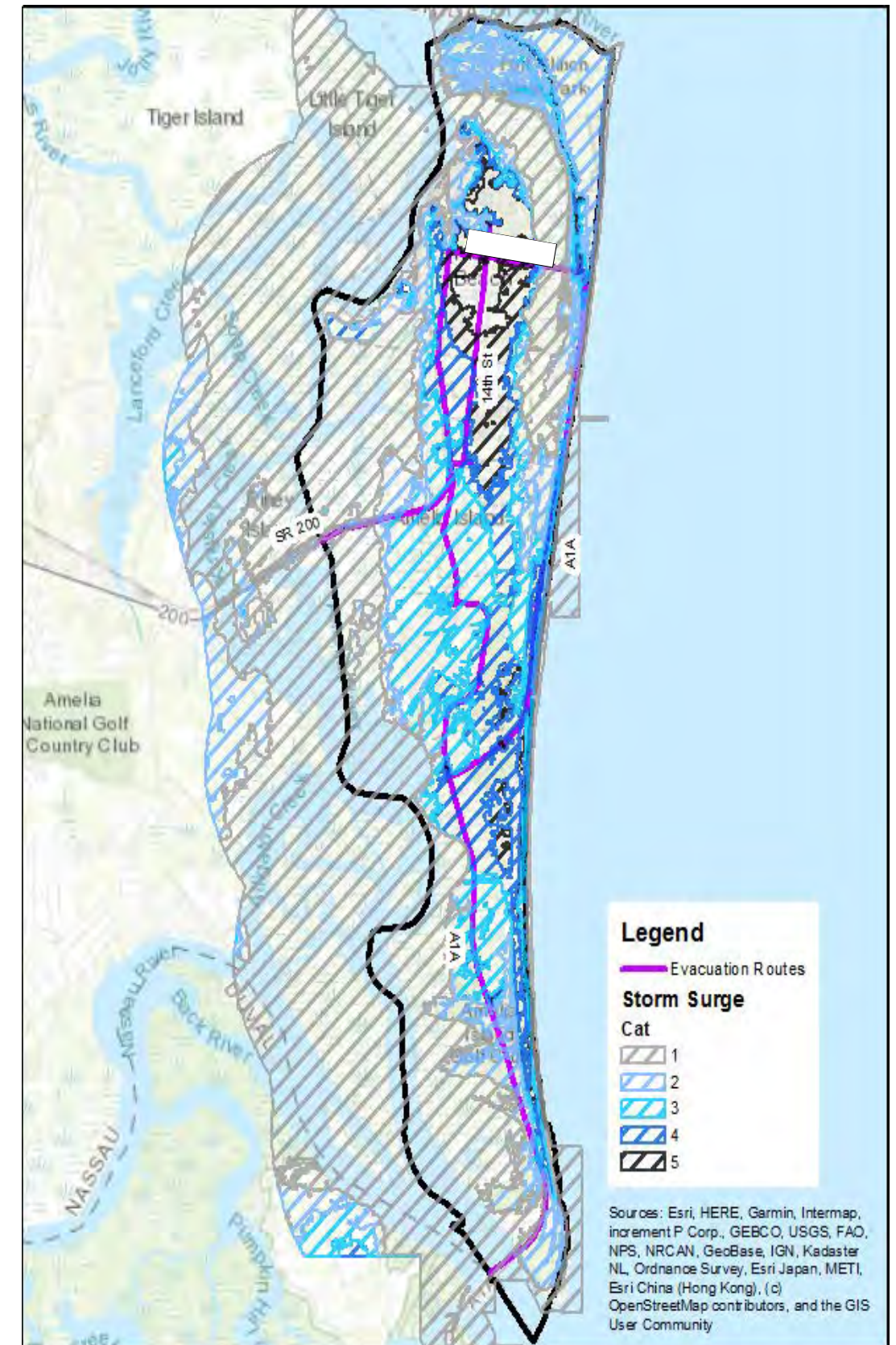
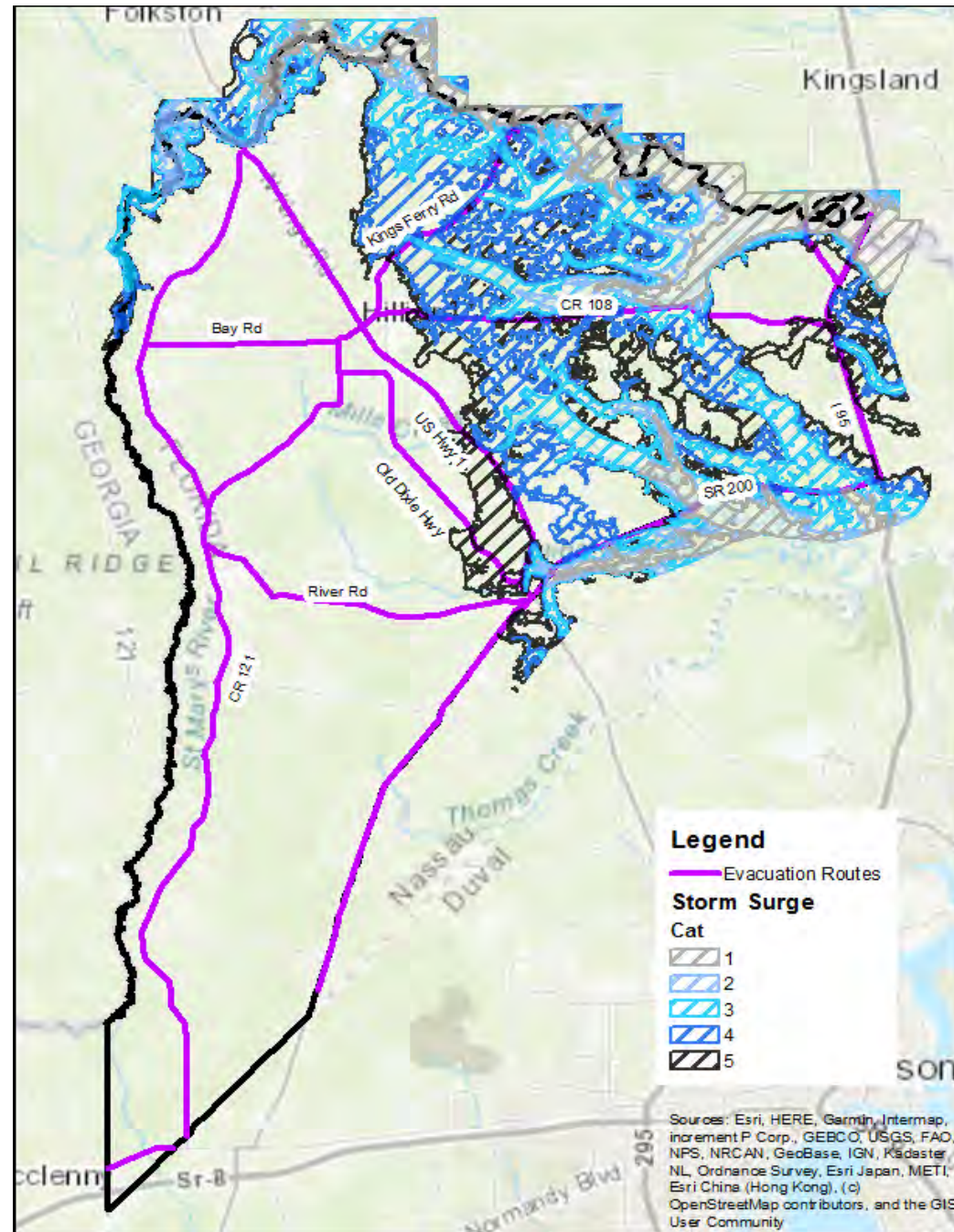
The bright green areas and red areas illustrate areas of increased or decreased water occurrence. Bright green areas show water present significantly more frequently in 2015 than in the 1984-1999 period, while red areas reflect areas where water was commonly present during the 1984-1999 period but not any longer, likely due to human alteration.



Series 1 Map 2. Storm Surge Projections

Storm surge data from the National Oceanic and Atmospheric Administration (NOAA) have been mapped for each category of storm and overlaid with Amelia Island and the West study area. Evacuation routes are included for reference. In the West area, sections north of SR 200 and lands adjoining St. Marys River. Areas southwest of Hilliard and US Highway I would not be impacted by storm surges. Most of Amelia Island is impacted by even the weakest and most frequent storm, Category I.

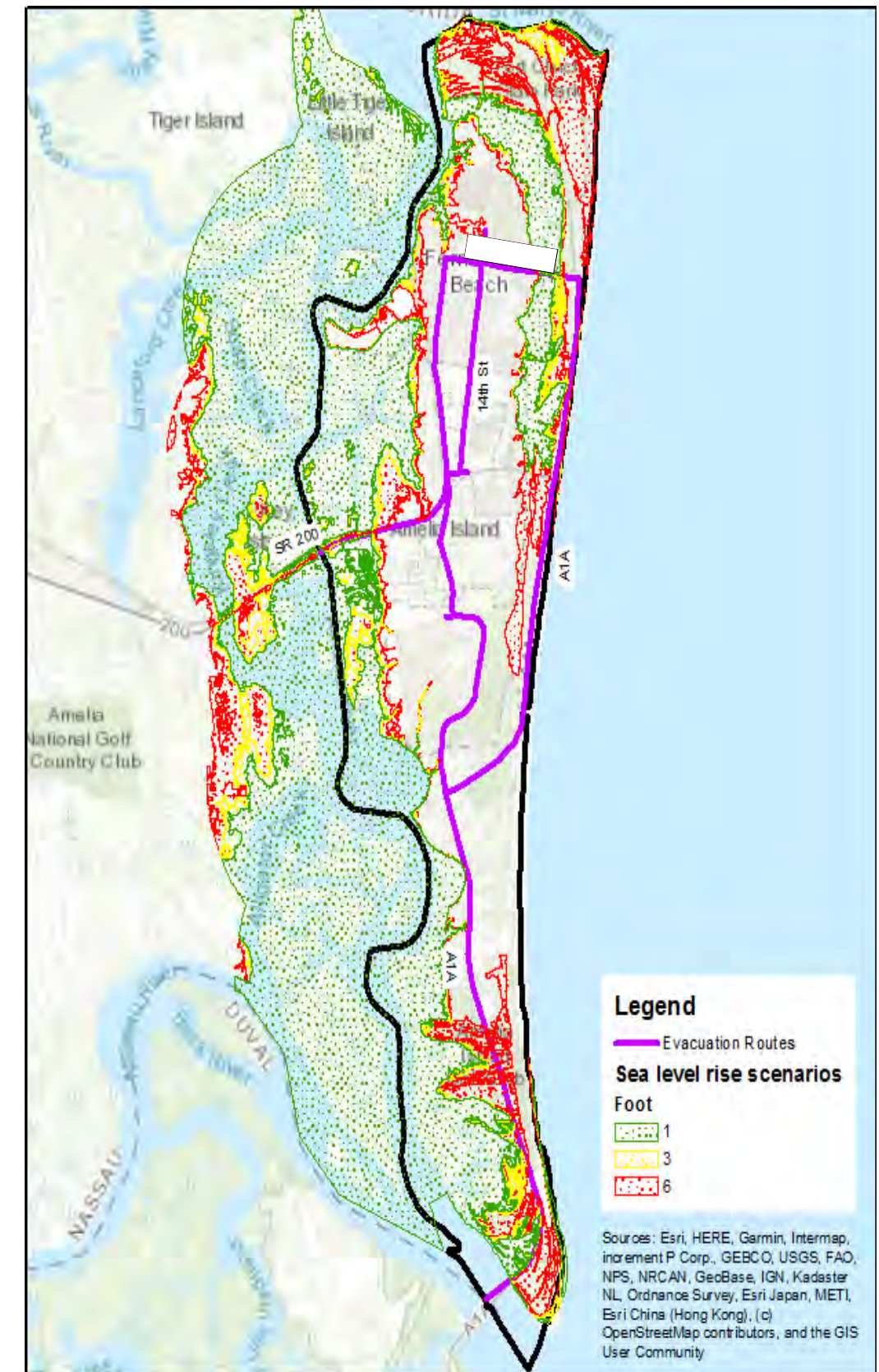
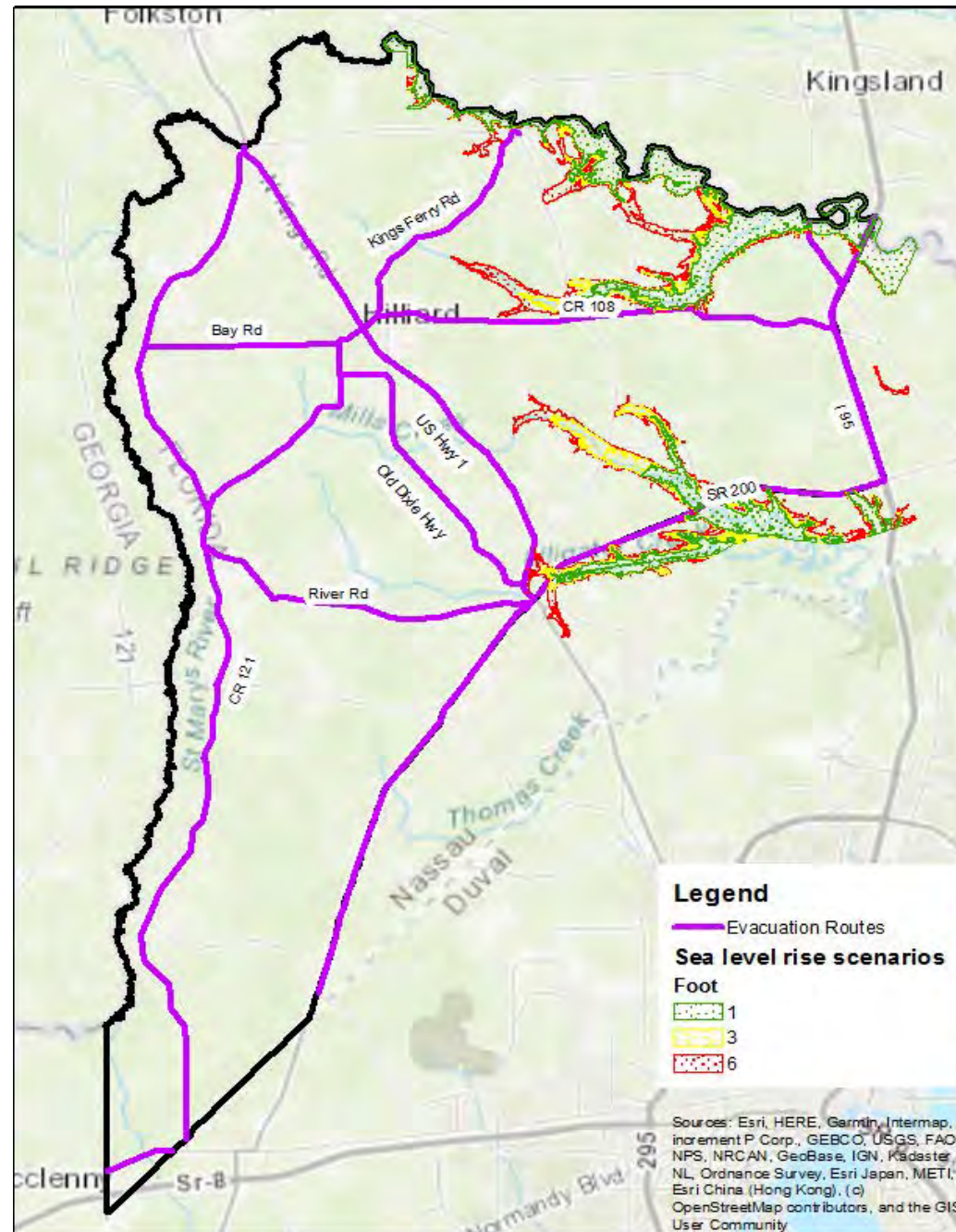
Importantly, NOAA maps do not incorporate sea level rise with the storm surge projections. Thus, a Category I storm combined with a 1 ft. sea level rise may be closer to a Category II storm in impact, but this combination is not shown in the storm surge maps.



Series 1 Map 3. Sea Level Rise Projections

Sea level rise data were compiled from the National Oceanic and Atmospheric Administration (NOAA). The data show areas anticipated to be inundated by sea level rise of +1, +3 and +6 feet (ft.). Low-lying areas proximal to the St. Marys River, the Intracoastal Waterway and the Atlantic Ocean would be most impacted, according to the most recent published sea level rise projections.

As with storm surge, large portions of Amelia Island are impacted by the 1 ft. sea level rise scenario, which is the scenario with the earliest occurrence.

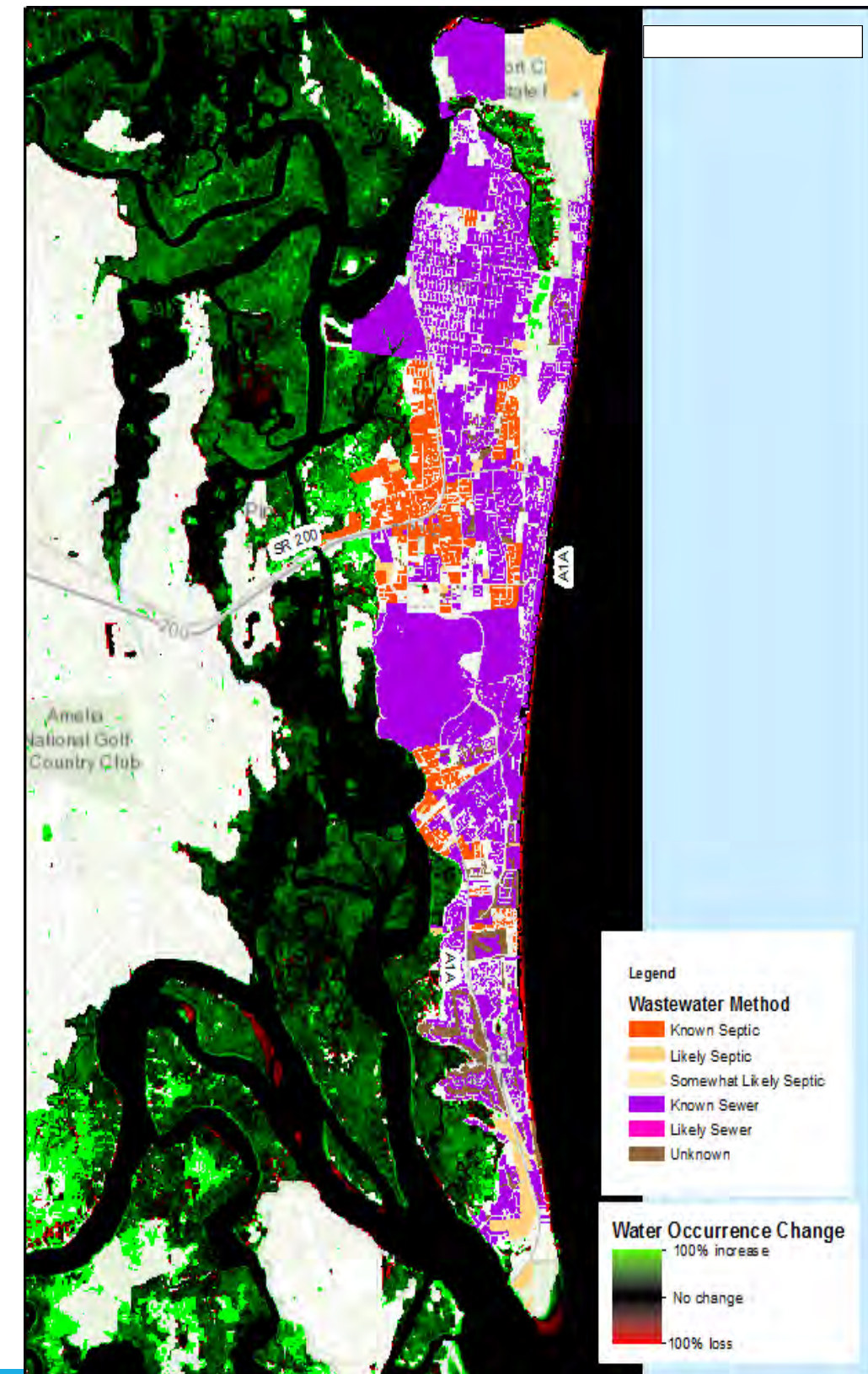
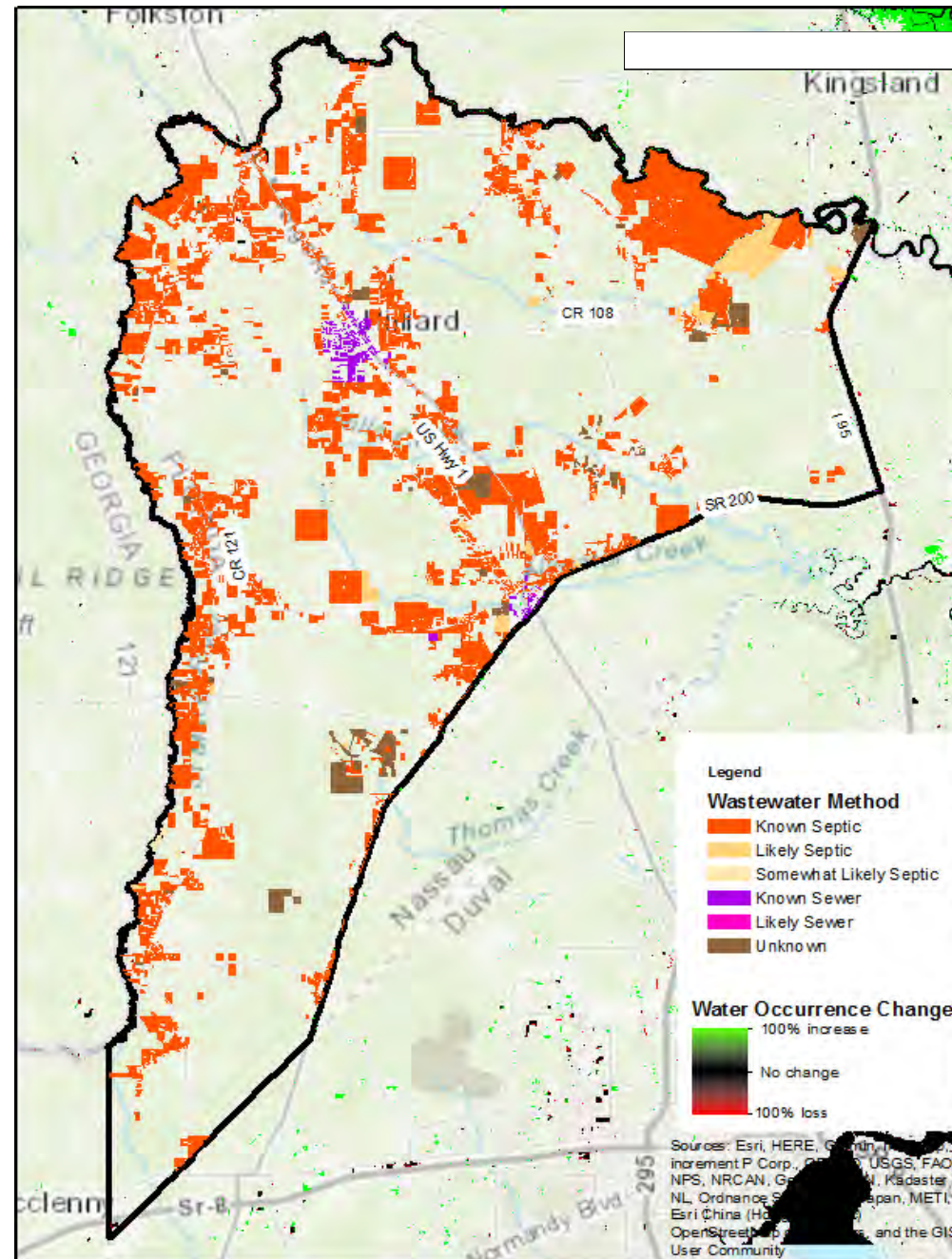


Series 2 Map 1. Wastewater Treatment Method and Water Occurrence Change

Wastewater treatment methods have been collected from the Department of Health. This map series shows parcels classified as septic or sewer based on their reported wastewater treatment method and relates them to areas subject to episodic flooding. In the West there are no reliable data for 47% of the parcels. Of the remainder, 43% are on septic and 10% rely on sewer. In the West area, there have been minimal increases in water frequency.

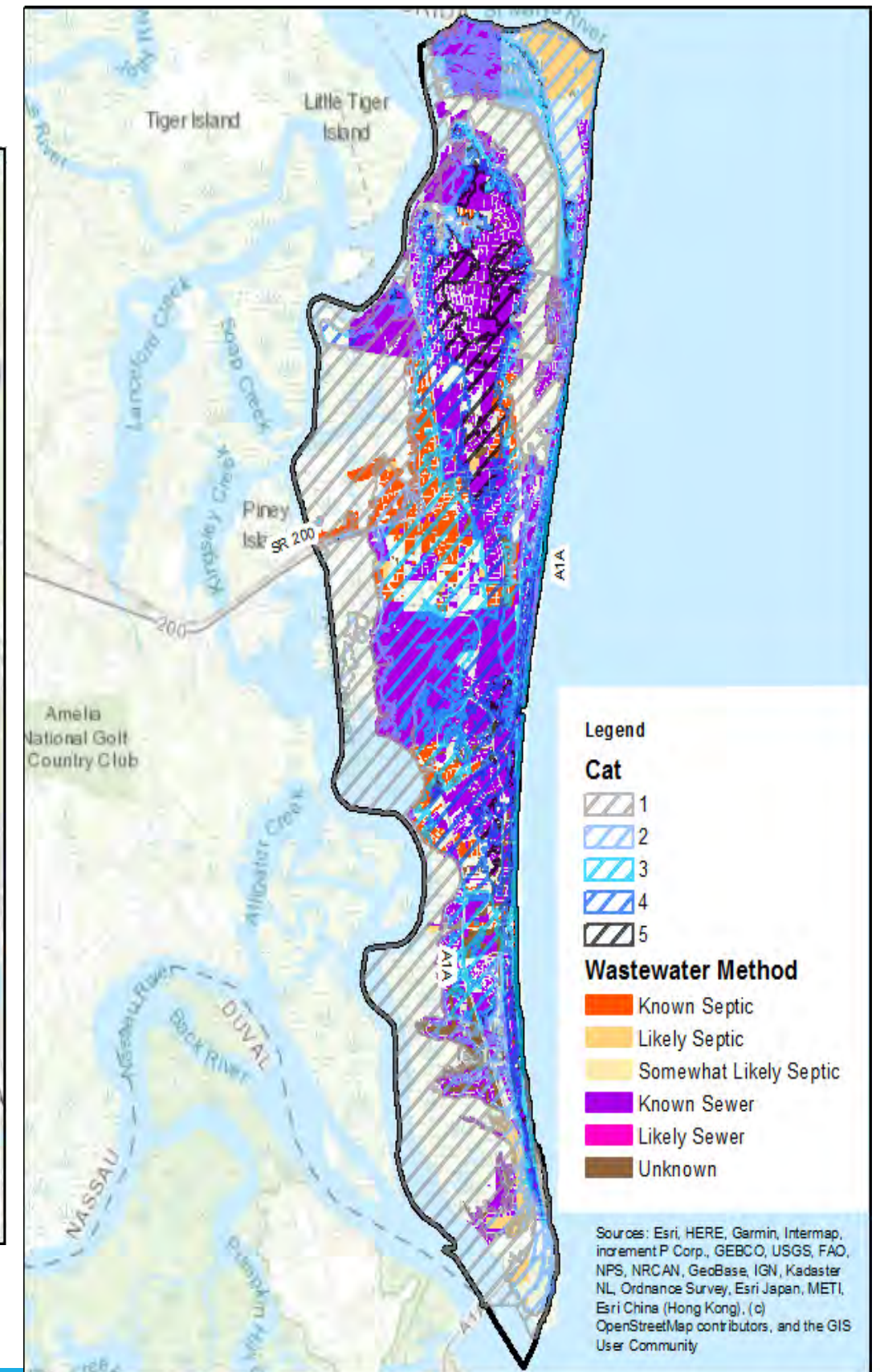
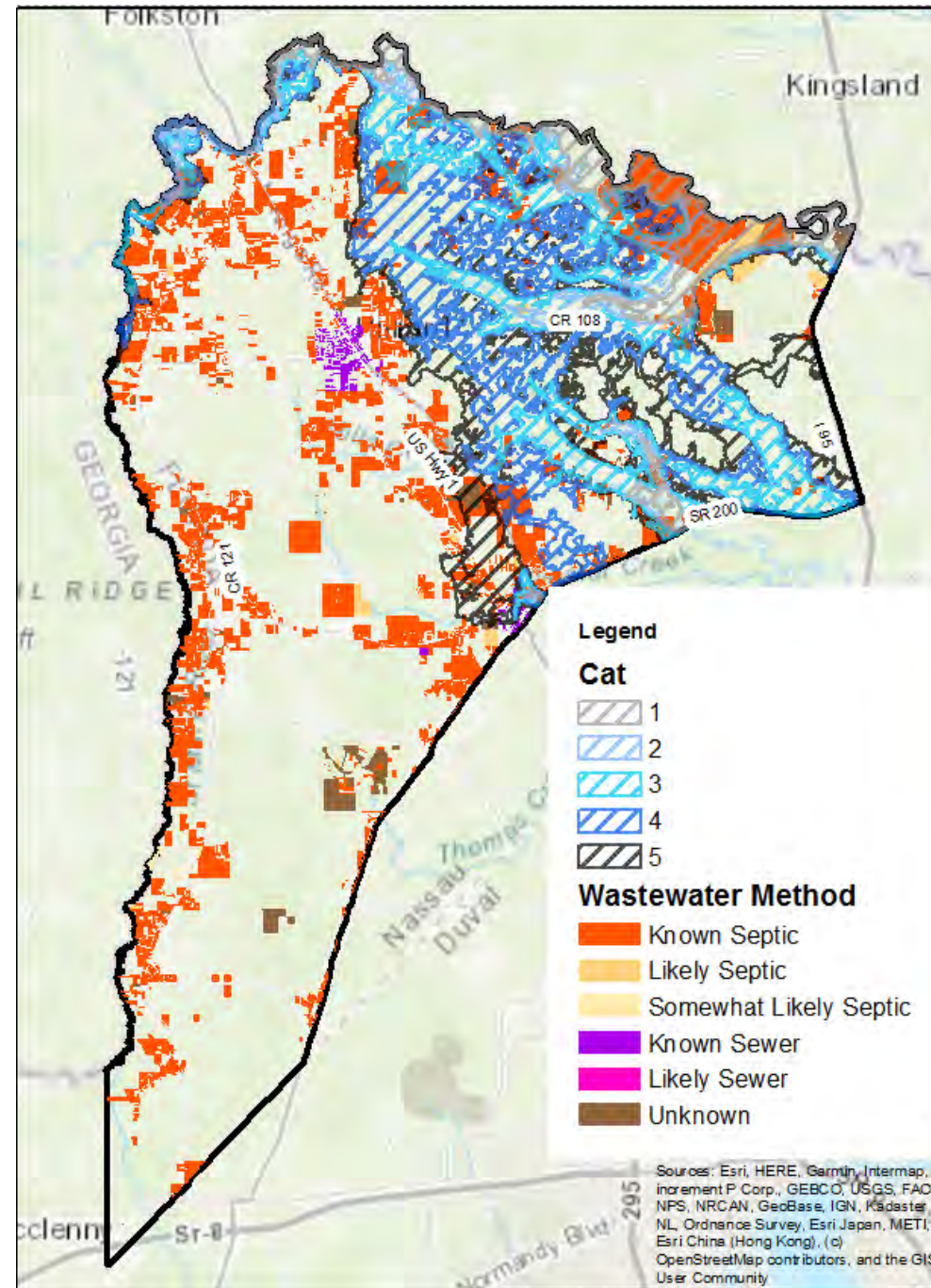
Almost 71% of the parcels on Amelia Island use sewer, 10% are on septic and reliable data are unavailable for the remaining 19%. Parcels near the Intracoastal Waterway are already affected by a more frequent presence of surface water. Of the parcels that use septic systems, most are in the surroundings of the SR 200 bridge at the Intracoastal Waterway.

Increased water frequency is likely to increase the probability of septic system failure and health risks. A recent EPA study found that 70% of housing lots with septic tanks meeting standard Florida siting and depth requirements contained fecal coliform exceeding EPA standards during the wet season; higher water frequency is likely to increase this risk.



Series 2 Map 2. Wastewater Treatment Method and Storm Surge

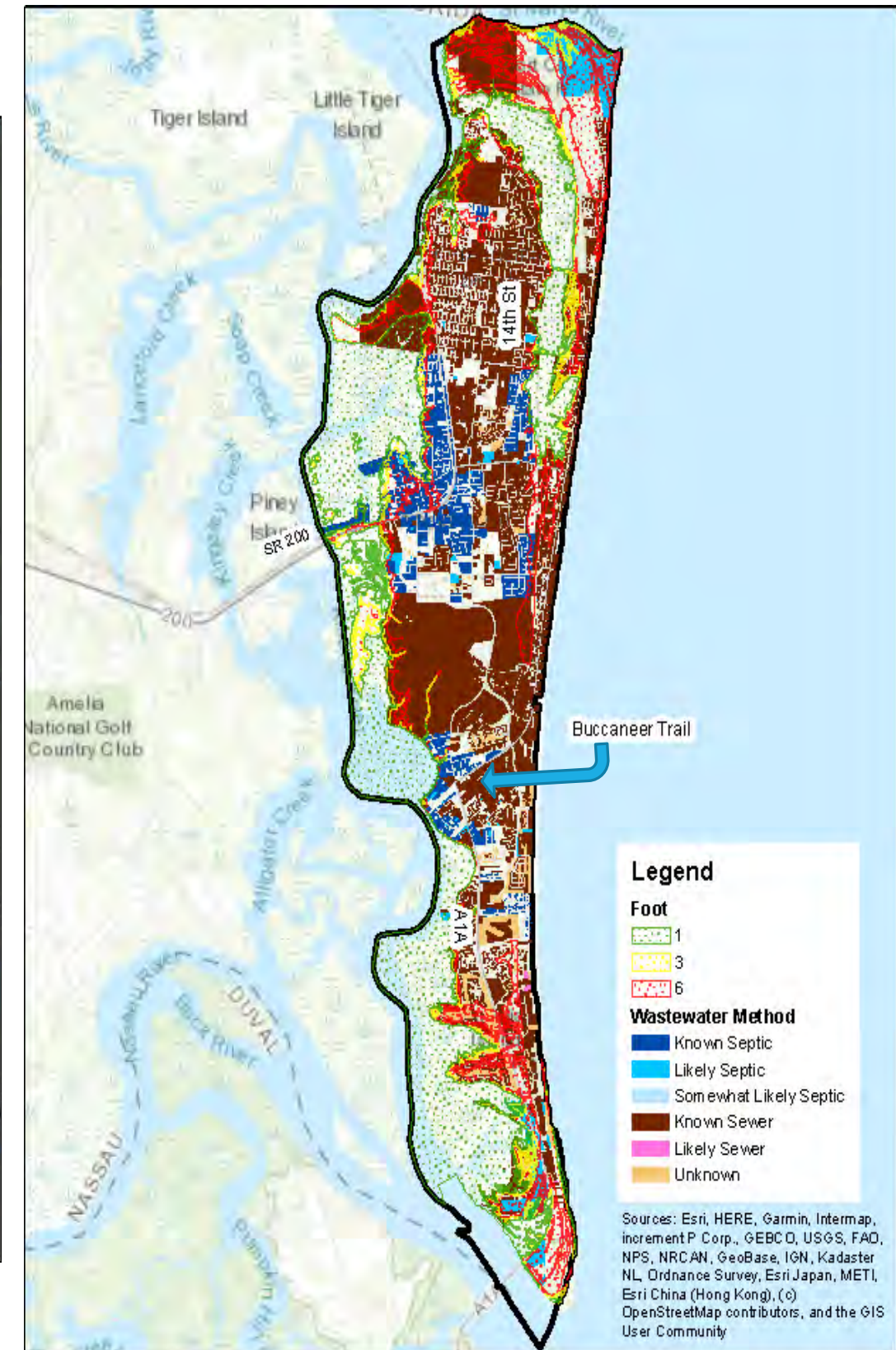
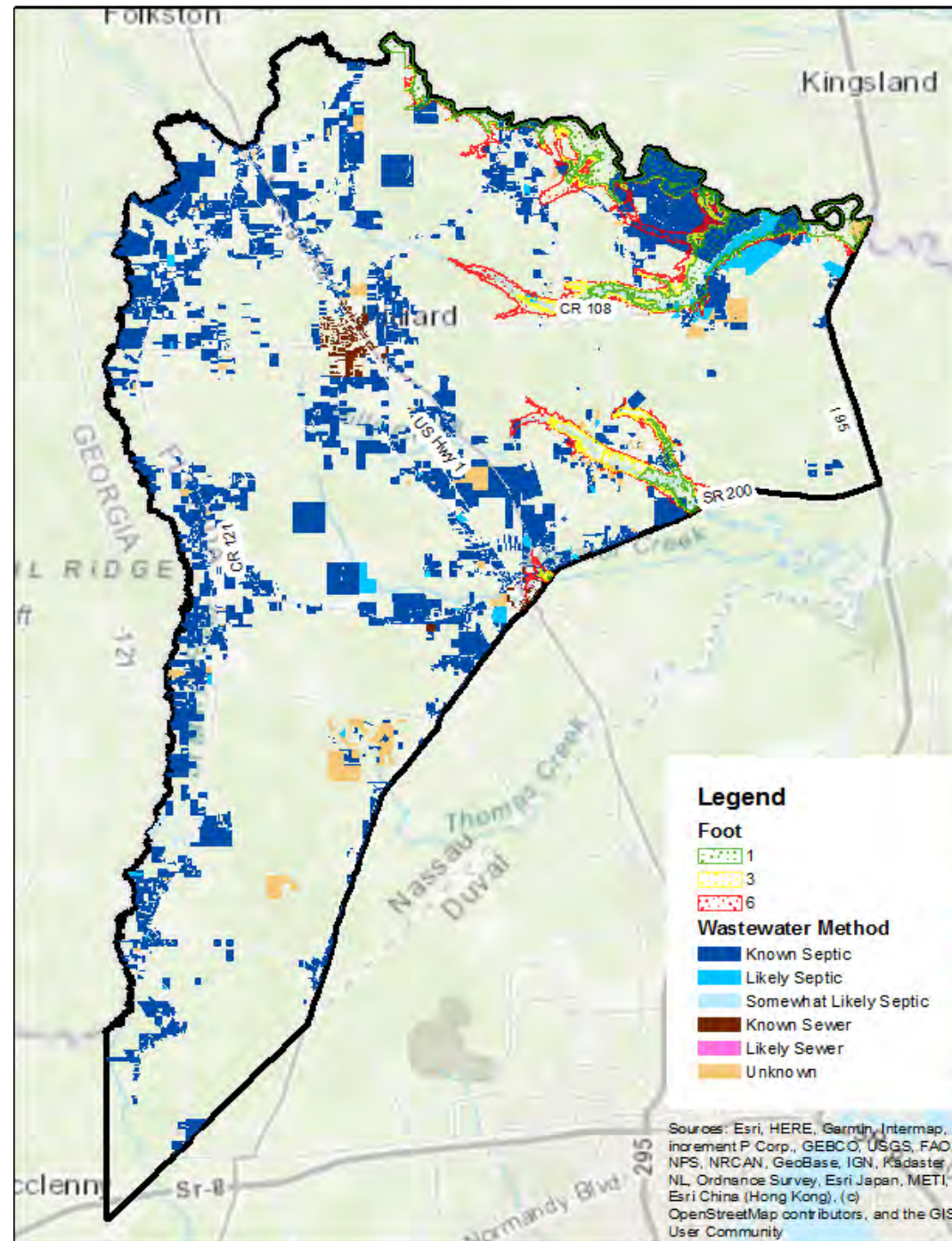
Series 2 Map 2 overlays wastewater treatment methods with storm surge to evaluate which locations relying on septic tanks are at risk of event-driven flooding. In the West, parcels in the surroundings of the St. Marys Rivers would be vulnerable to Category I storm surges. In Amelia Island parcels using septic systems are concentrated mostly near the Intracoastal Waterway, and are vulnerable to the weakest and most frequent storm surges. It should be noted that most of the parcels relying on central sewer would also be vulnerable to a Category I storm surge.



Series 2 Map 3. Wastewater Treatment Method and Projected Sea Level Rise

Series 2 Map 3 overlays wastewater treatment methods with 1, 3 and 6 ft. sea level rise scenarios. In the West area sea level rise would affect parcels on septic tanks near the St. Marys River. On Amelia Island, sea level rise would impact parcels along the Intracoastal Waterway, although these rely on both septic and central sewer.

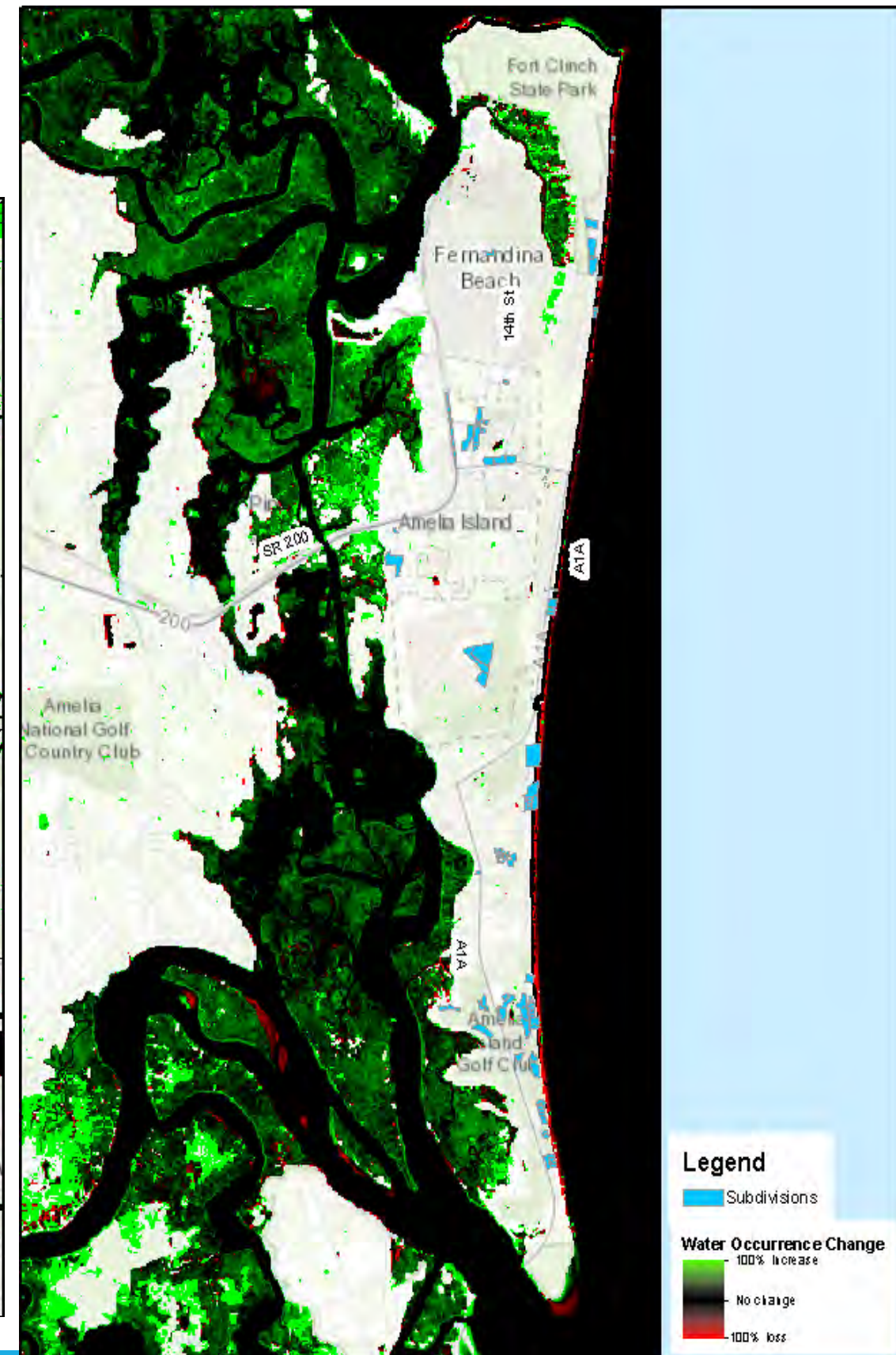
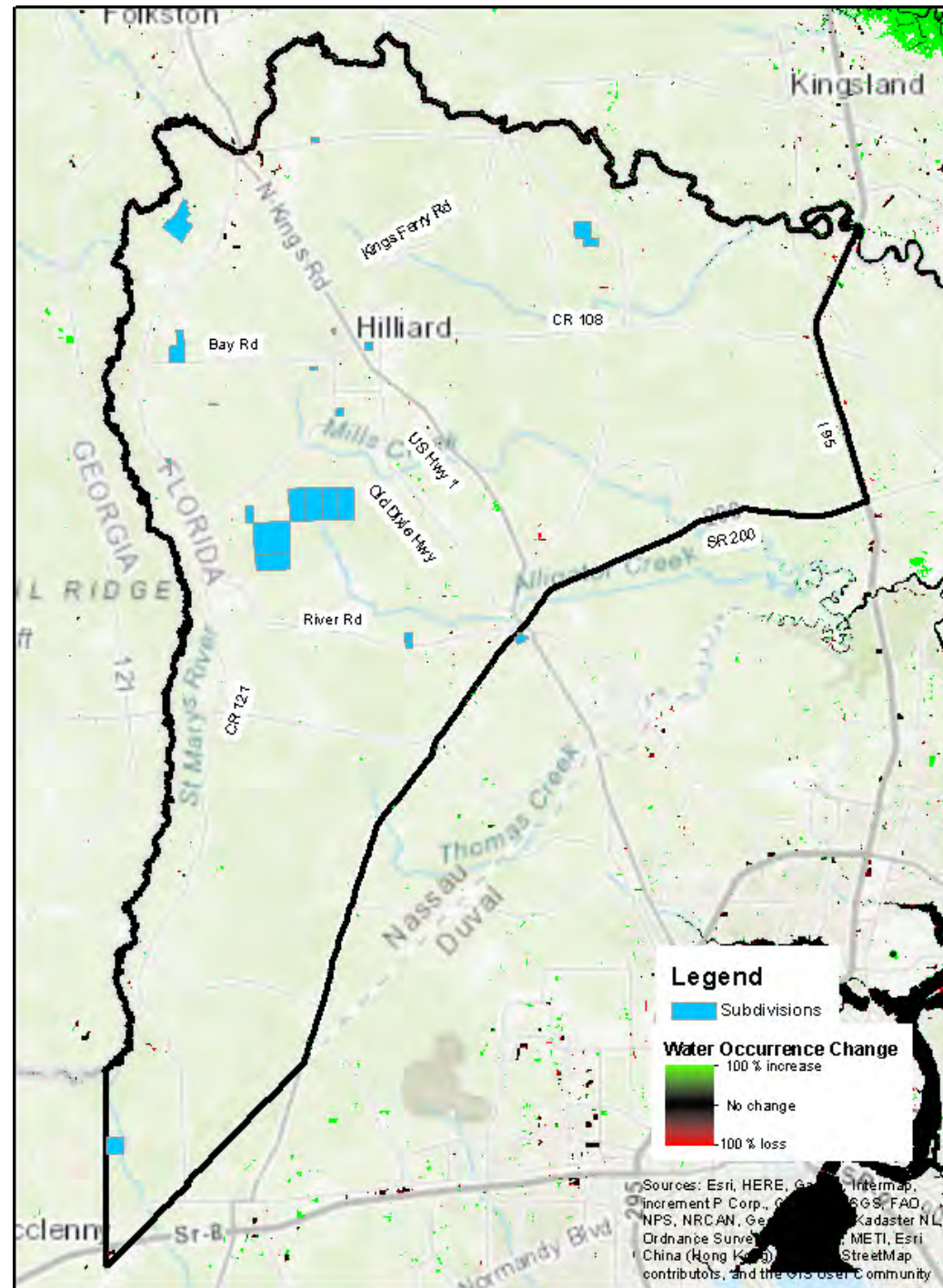
Most manufactured homes use septic systems as their wastewater treatment method, representing a health hazard under persistent elevated groundwater associated with sea level rise. Manufactured homes near Buccaneer Trail/A1A south of the Golf Club on Amelia Island and properties along the St. Marys River west of Interstate-95 would be the most exposed to sea level rise.



Series 3 Map 1. Planned Subdivisions and Water Occurrence Change

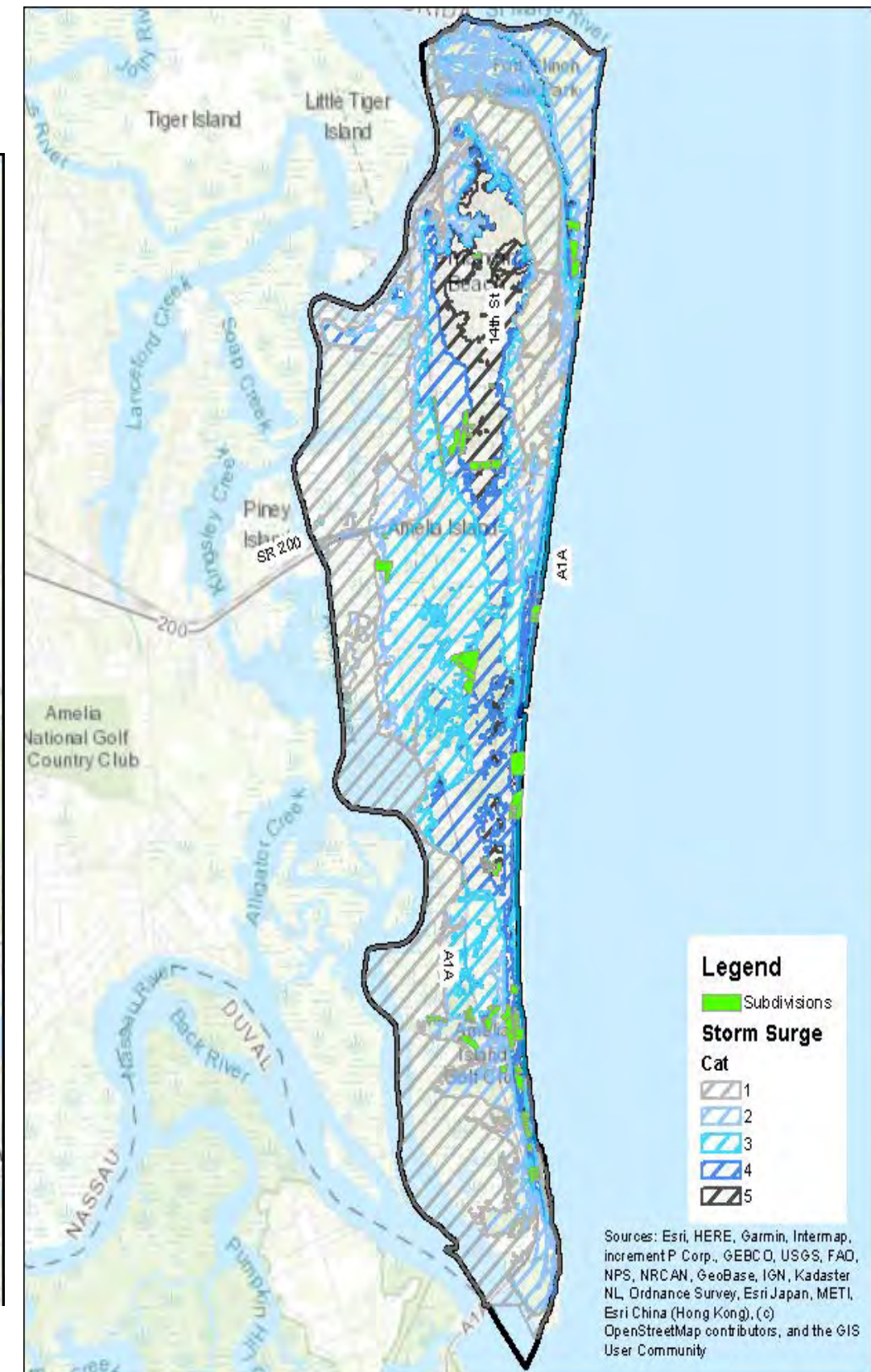
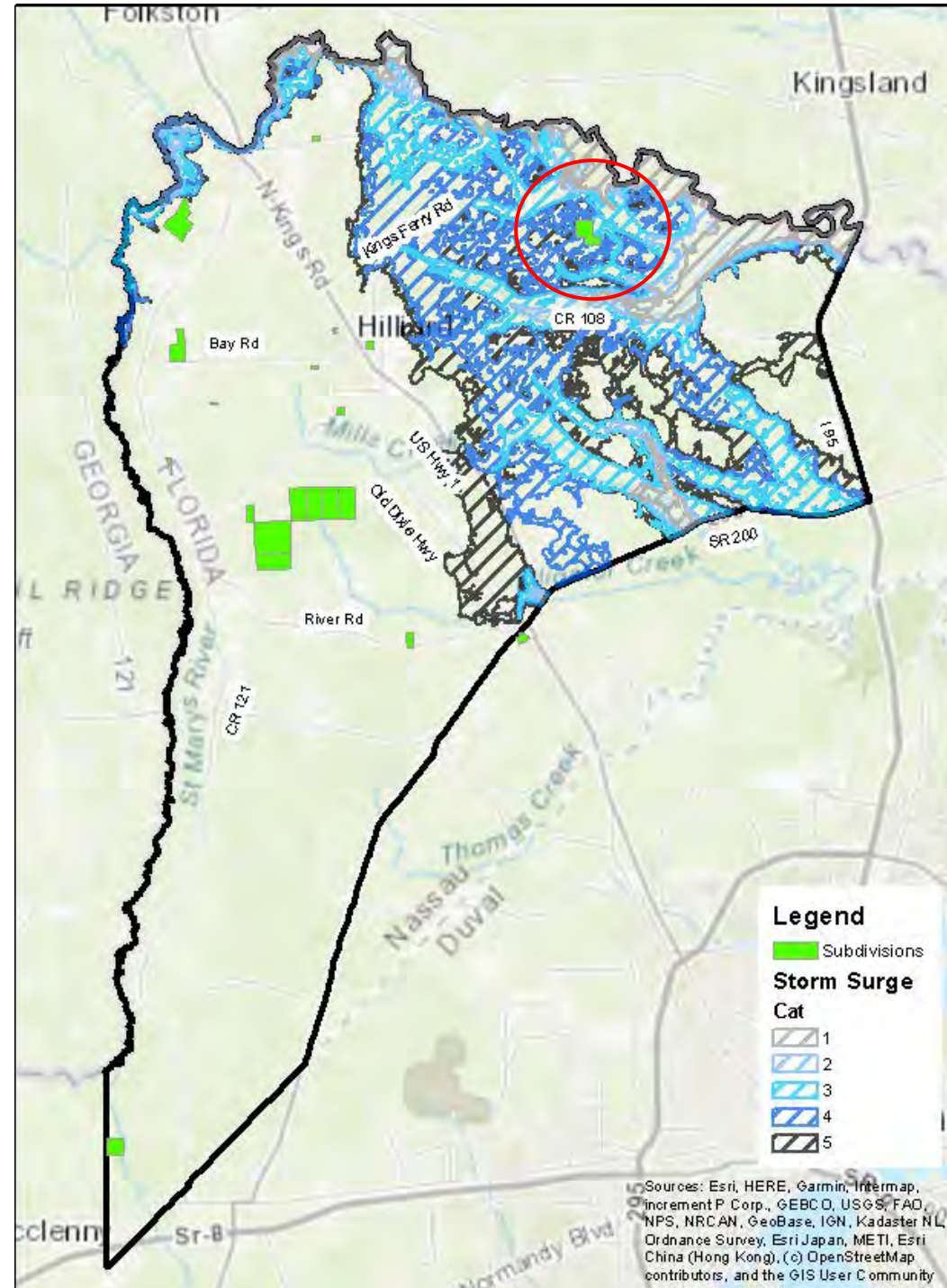
Approved subdivisions with few to no developed residential parcels are shown in Series 3. This series assesses potential future development. In the West, there is no intersection of these undeveloped subdivisions with areas reporting increased water frequency.

On Amelia Island there is limited overlap of undeveloped subdivisions with areas showing increased frequency of surface water.



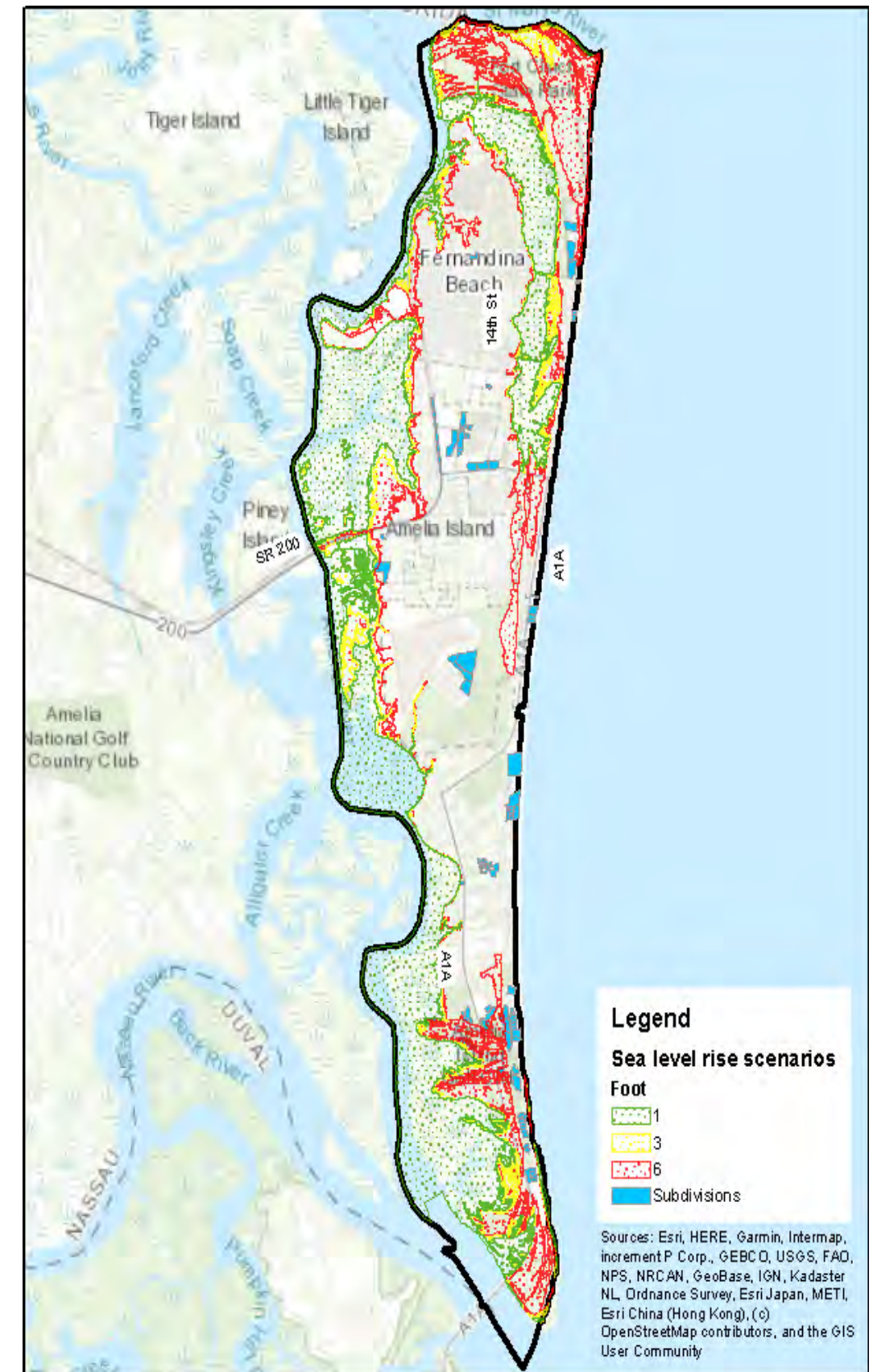
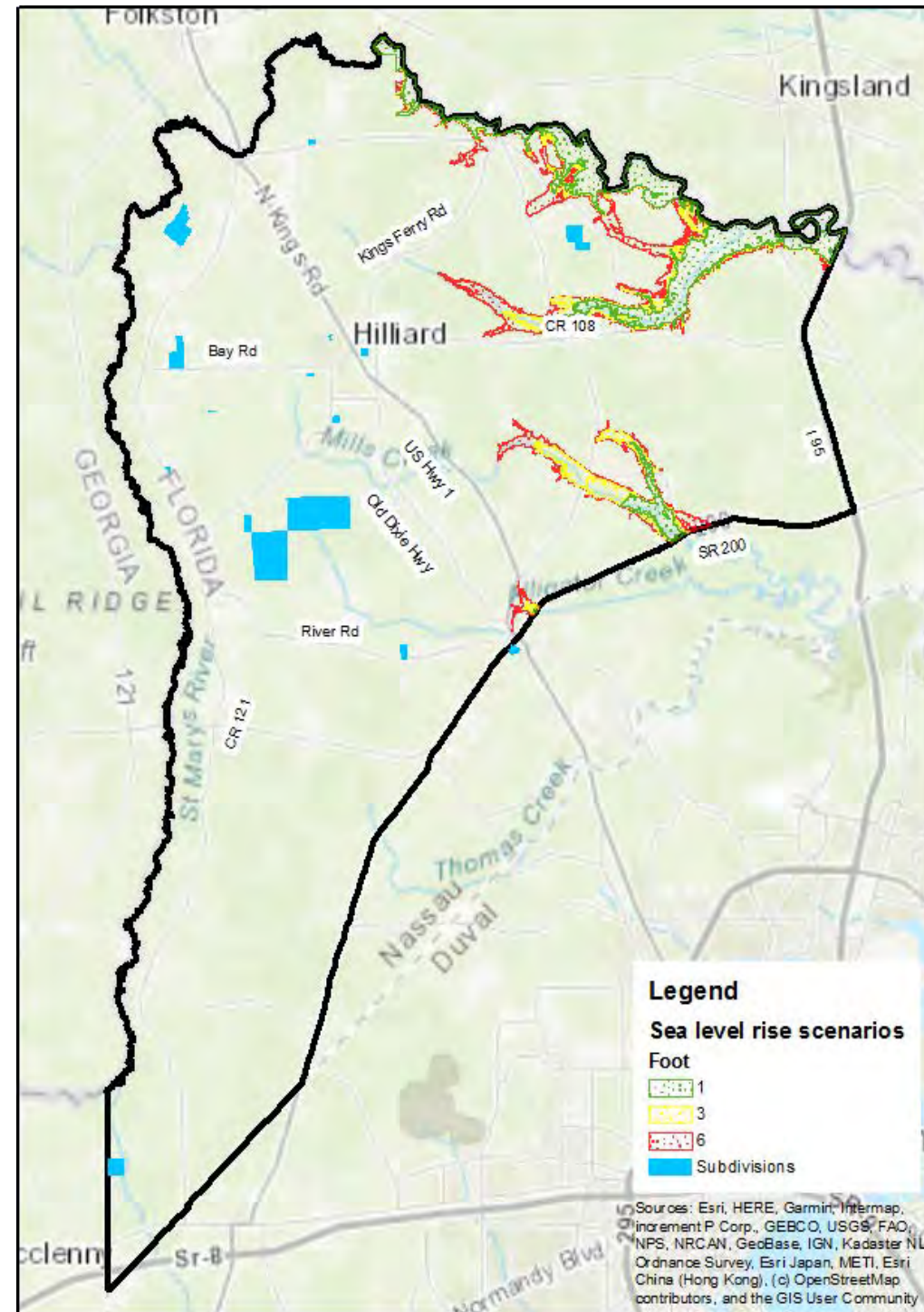
Series 3 Map 2. Planned Subdivisions and Storm Surge

In relation to storm surge and proposed development, there is significant overlap in Amelia Island as all of the undeveloped subdivisions are within areas subject to storm surge. In the West, there is one subdivision northeast of Hilliard (see red circle north of CR 108 for reference) that is at risk from storm surge.



Series 3 Map 3. Planned Subdivisions and Projected Sea Level Rise

On Amelia Island, the undeveloped subdivisions Island north of the Intracoastal Waterway and in the southern part of the Island are at risk from sea level rise. There are no such overlaps in the West area.

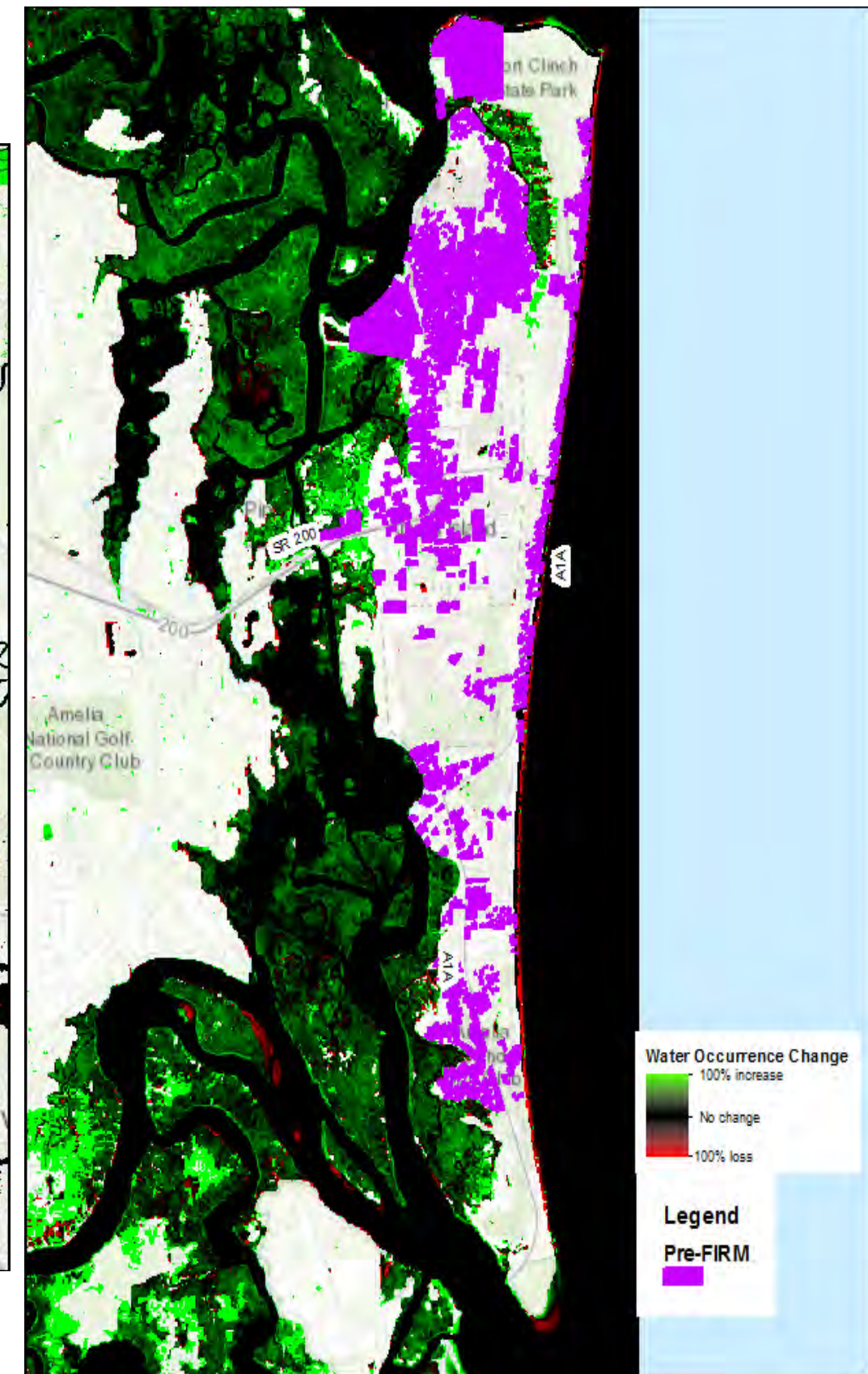
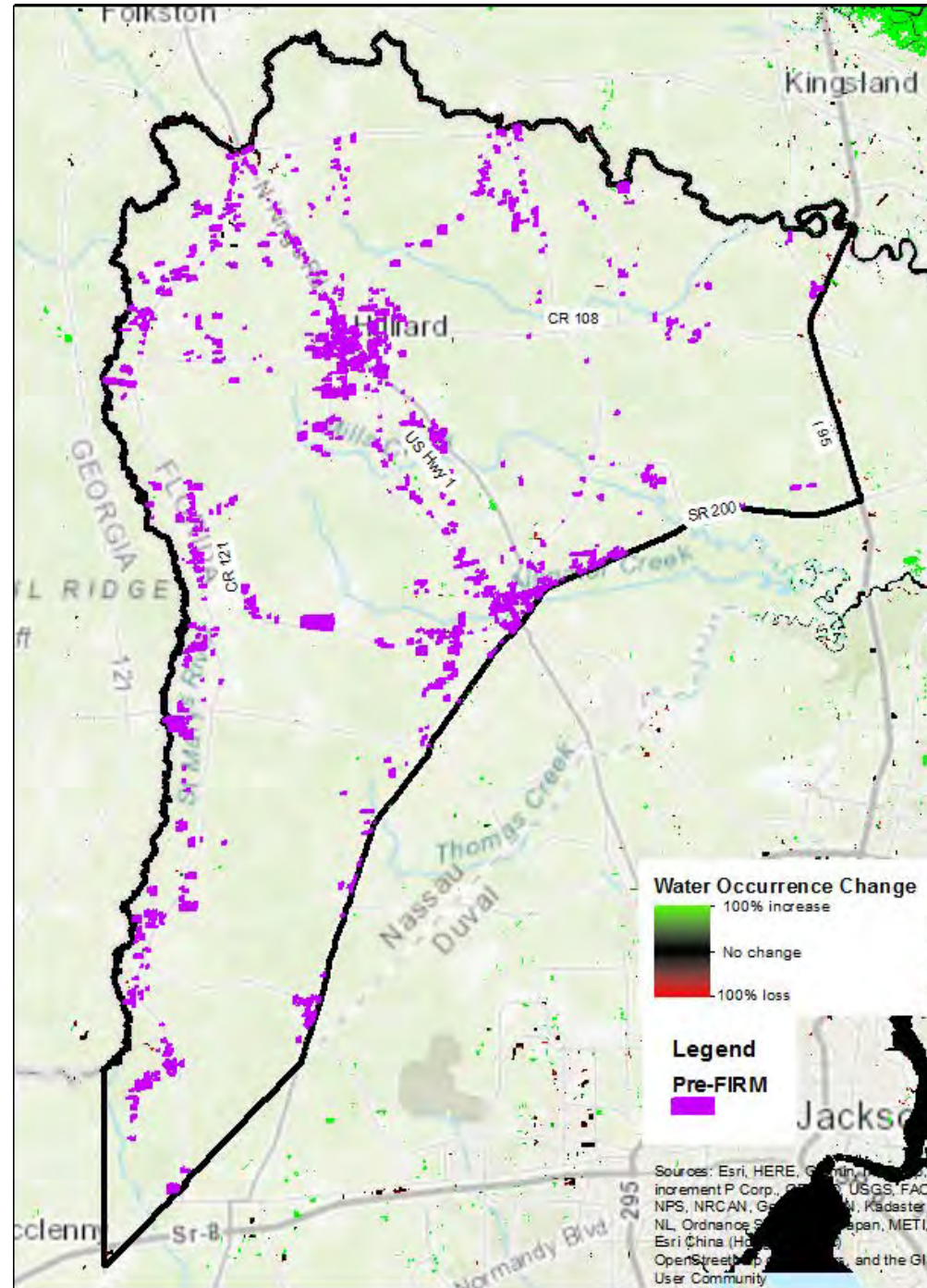


Series 4 Map 1. Pre-FIRM Buildings and Water Occurrence Change

Pre-Flood Insurance Rate Map (pre-FIRM) buildings are those built before the effective date of the first Flood Insurance Rate Map (FIRM) for a community. Pre-FIRM buildings were constructed before requirements for specific floor elevations were set, and may represent a higher risk of damage from flooding events.

In Nassau County, the first FIRM is from 1984. Series 4 Map 1 describes buildings that were built before this date relative to change in water occurrence. About 23% of the buildings in both study areas are pre-FIRM.

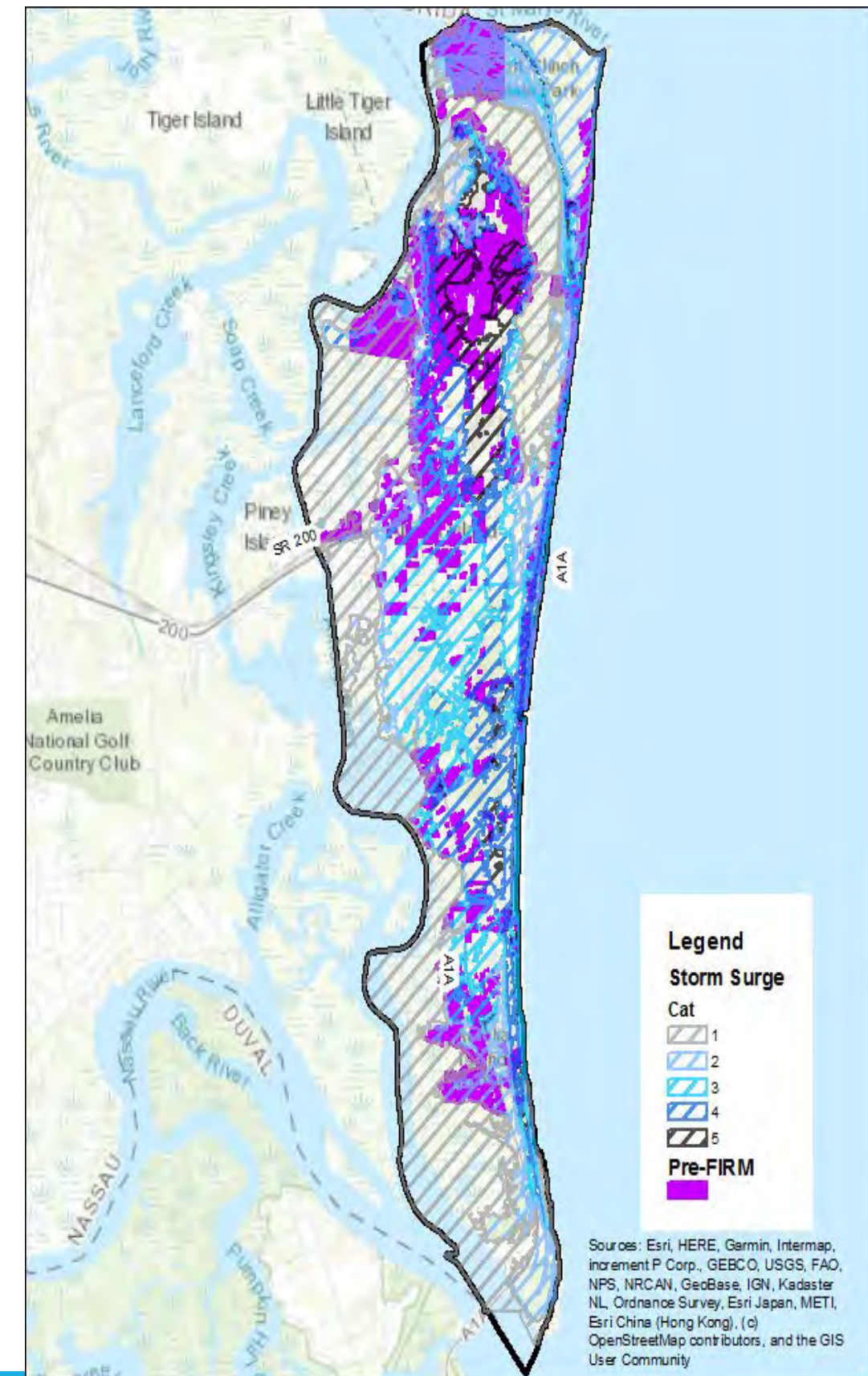
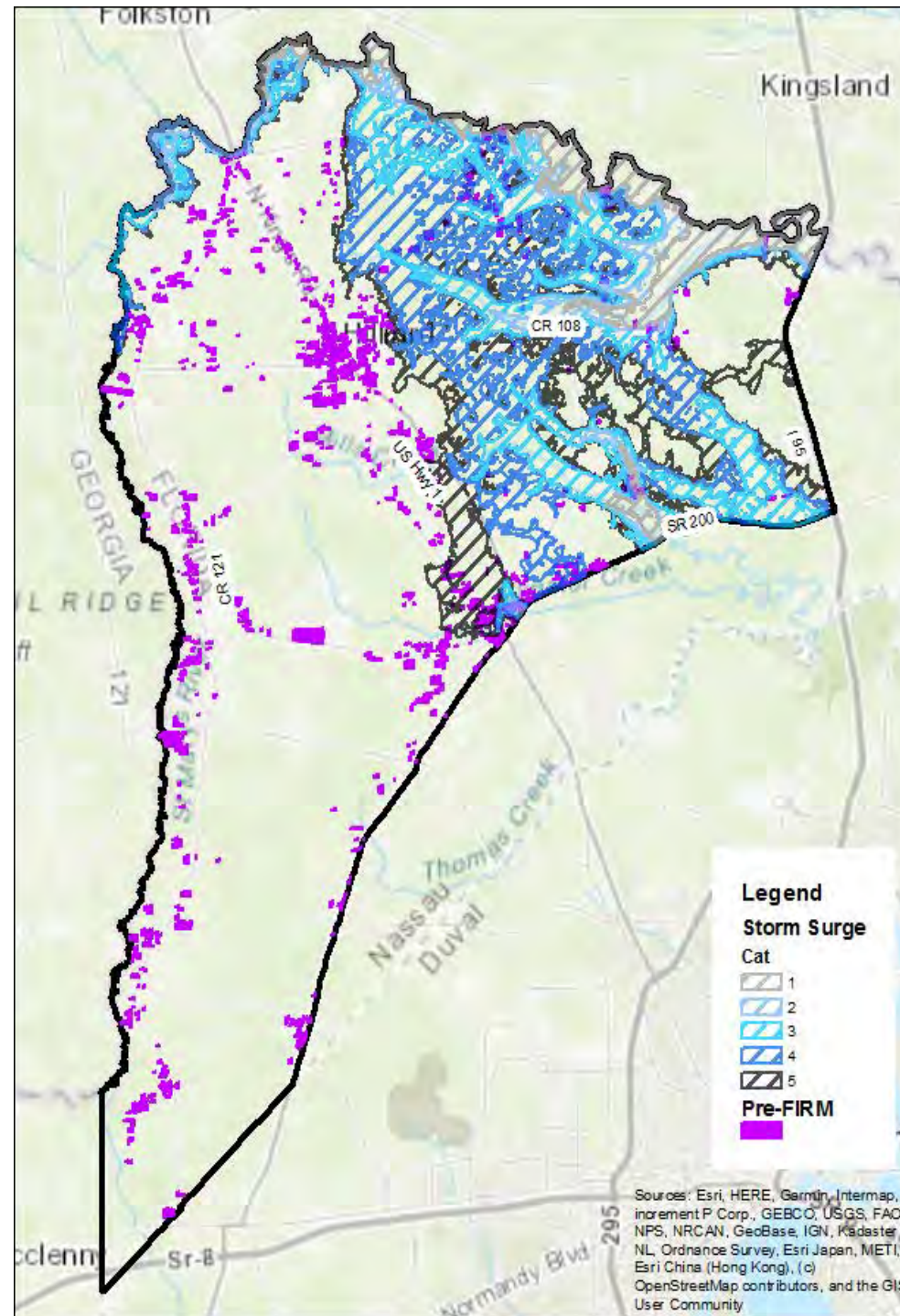
In the West there are no pre-FIRM buildings that would be impacted by change in water occurrence. On Amelia Island, pre-FIRM buildings more likely to be impacted by changes in water occurrence are those closer to the Intracoastal Waterway. Because of its historic development, there is a concentration of pre-FIRM buildings in the City of Fernandina Beach and its periphery.



Series 4 Map 2. Pre-FIRM and Storm Surge

Series 4, Map 2 identifies pre-FIRM buildings that are subject to storm surge. Overall, half of the pre-FIRM buildings in the two study areas are within zones subject to storm surge.

In the West, less than 1% of pre-FIRM buildings are within a Category 1 storm surge zone while 17% are within that of a Category 5 event. These properties are east of Callahan and Hilliard. Affected parcels are more evident on Amelia Island where 6% of pre-FIRM buildings are within a Category 1 storm surge zone and 93% of the buildings are within that of a Category 5 storm surge event.

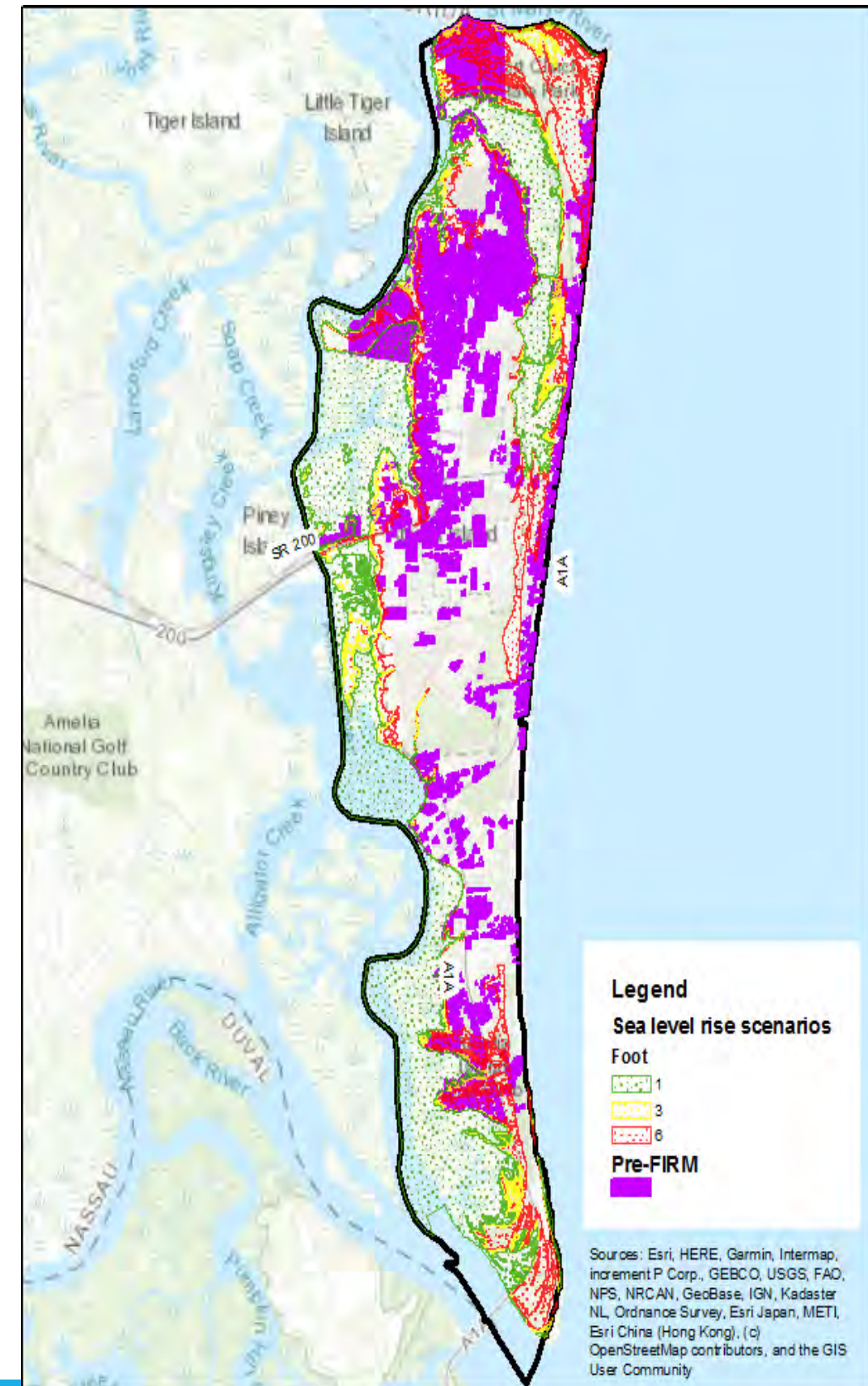
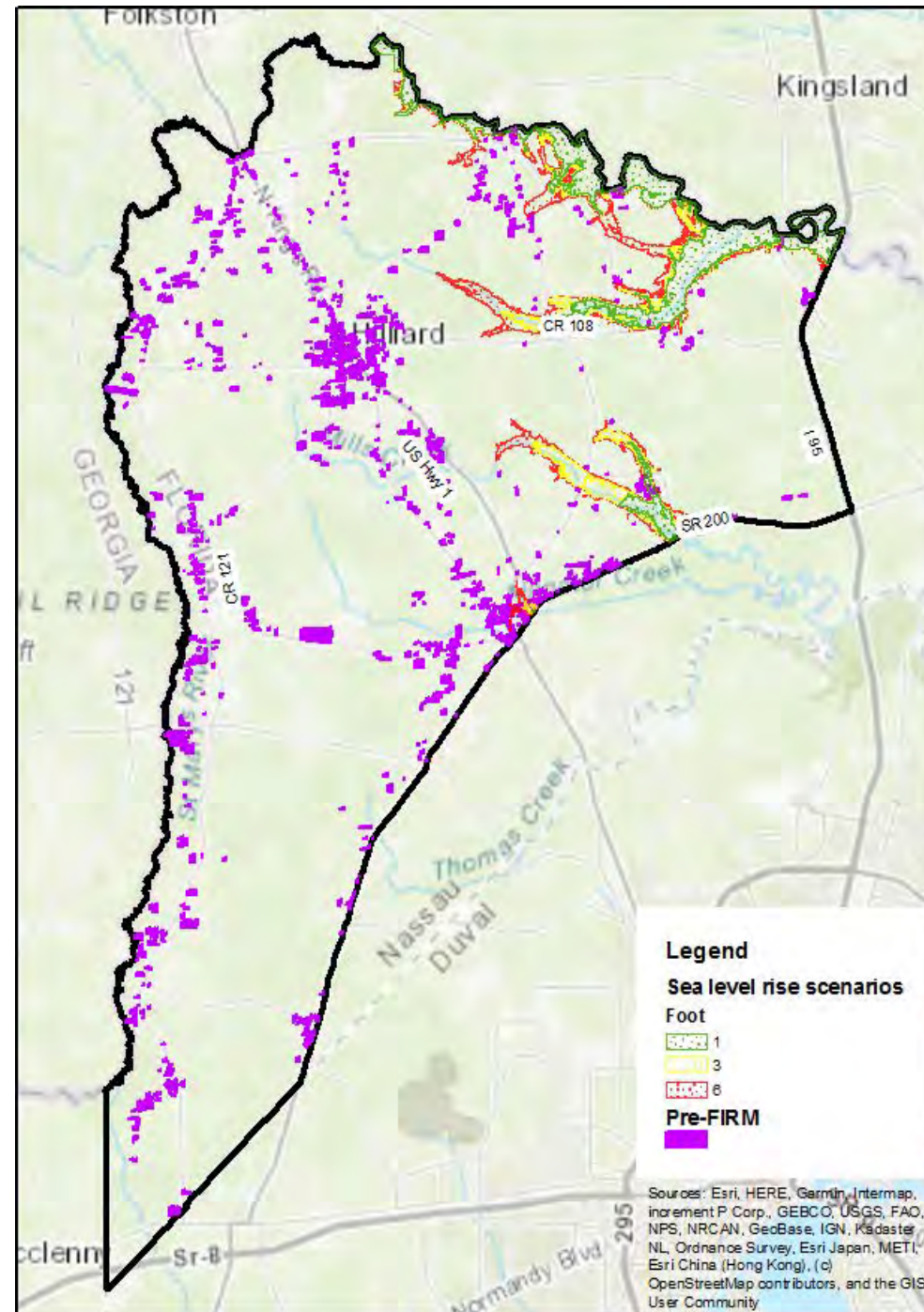


Series 4 Map 3. Pre-FIRM and Projected Sea Level Rise

Series 4 Map 3 examines the vulnerability of parcels with pre-FIRM buildings with the extent of land subject to sea level rise. In the West, less than 1% of pre-FIRM buildings are within the area inundated by a 1 ft. rise scenario and 2% are within the area associated with a 6 ft. sea level rise.

On Amelia Island almost 5% of pre-FIRM buildings are within areas subject to inundation by a 1 ft. sea level rise and 21% are within that of a 6 ft. scenario.

Aside from structures within Fort Clinch State Park, the concentration of pre-FIRM building on Amelia Island are impacted primarily by the 6' sea level rise scenario.



2018 Florida Department of Revenue (DOR) land use codes were used to estimate the number of parcels and the total property value that would be impacted by storm surge (Table 1). There are a total of 19,788 residential parcels (DOR use codes 0 to 9) and 913 commercial parcels (DOR use codes 10 to 39) within the two study areas. Table 1 shows the number and dollar value of residential and commercial parcels that are in A or AE flood zones within the two study areas.

Table 1. Residential and Commercial Parcels Impacted by Flood Zone

West Area					Amelia Island				
Flood Zone	RESIDENTIAL		COMMERCIAL		Flood Zone	RESIDENTIAL		COMMERCIAL	
	Number of Residential Parcels	Total Just Value (in Millions)	Number of Commercial Parcels	Total Just Value (in Millions)		Number of Residential Parcels	Total Just Value (in Millions)	Number of Commercial Parcels	Total Just Value (in Millions)
A	2085	163.43	49	9.74	A	-	-	-	-
AE	72	5.66	8	3.71	AE	2420	1,029.90	97	291.05
VE	-	-	-	-	VE	671	567.40	21	146.05

Under a Category 5 storm surge, it is estimated that there is approximately \$3.7 billion and \$567 million worth of residential and commercial parcels at risk, respectively (Table 2). Categories are not mutually exclusive; that is, parcels within a Category 1 storm surge are also in the higher categories.

Table 2. Residential and Commercial Parcels Impacted by Storm Surge

West Area					Amelia Island				
Storm Surge Category	RESIDENTIAL		COMMERCIAL		Storm Surge Category	RESIDENTIAL		COMMERCIAL	
	Number of Residential Parcels	Total Just Value (in Millions)	Number of Commercial Parcels	Total Just Value (in Millions)		Number of Residential Parcels	Total Just Value (in Millions)	Number of Commercial Parcels	Total Just Value (in Millions)
1	91	8.24	-	0.00	1	826	438.98	21	37.53
2	142	12.67	4	0.70	2	2979	1,243.66	130	183.64
3	388	35.98	8	1.62	3	6719	2,368.12	293	392.74
4	727	66.73	21	5.33	4	9584	3,223.79	508	511.30
5	1305	113.78	43	10.81	5	11330	3,595.52	623	556.23

Using a similar, cumulative, approach as conducted for storm surge, the numbers of residential and commercial parcels impacted by the different sea level rise scenarios are described in Table 2. Parcels impacted under a 1 ft. scenario are also in the 3 ft. and 6 ft. scenarios. Under a 6 ft. sea level rise scenario, there would be approximately \$1.1 billion and \$174 million worth of residential and commercial parcels at risk, respectively.

Table 3. Residential and Commercial Parcels Impacted by Sea Level Rise

West Area

	RESIDENTIAL		COMMERCIAL	
SLR Scenario (Ft)	Number of Residential Parcels	Total Just Value (in Millions)	Number of Commercial Parcels	Total Just Value (in Millions)
1	87	7.32	-	-
3	117	12.91	-	-
6	165	17.02	4	0.92

Amelia Island

	RESIDENTIAL		COMMERCIAL	
SLR Scenario (Ft)	Number of Residential Parcels	Total Just Value (in Millions)	Number of Commercial Parcels	Total Just Value (in Millions)
1	584	352.95	17	31.98
3	966	489.25	24	50.14
6	2700	1,102.07	101	173.16

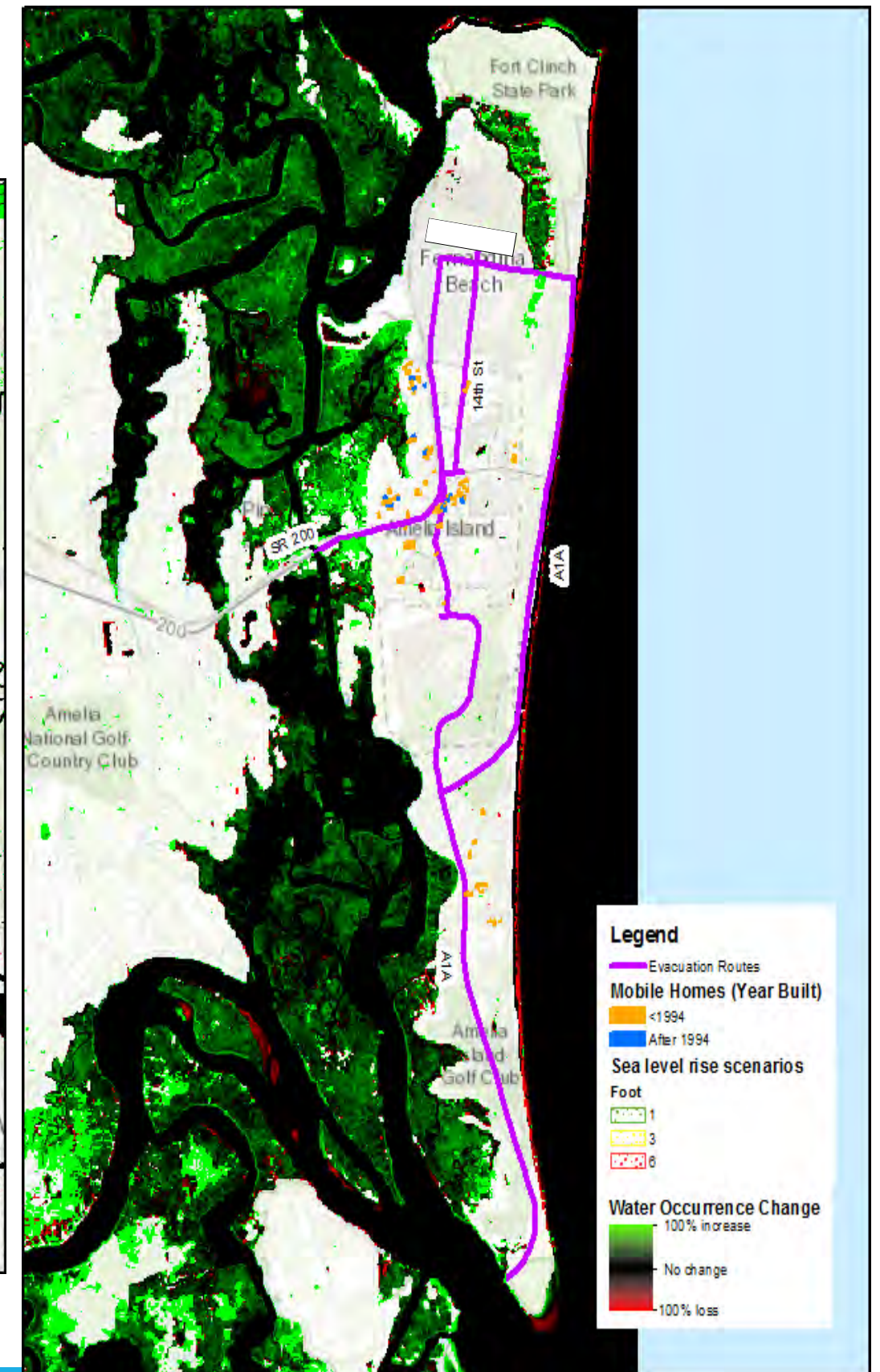
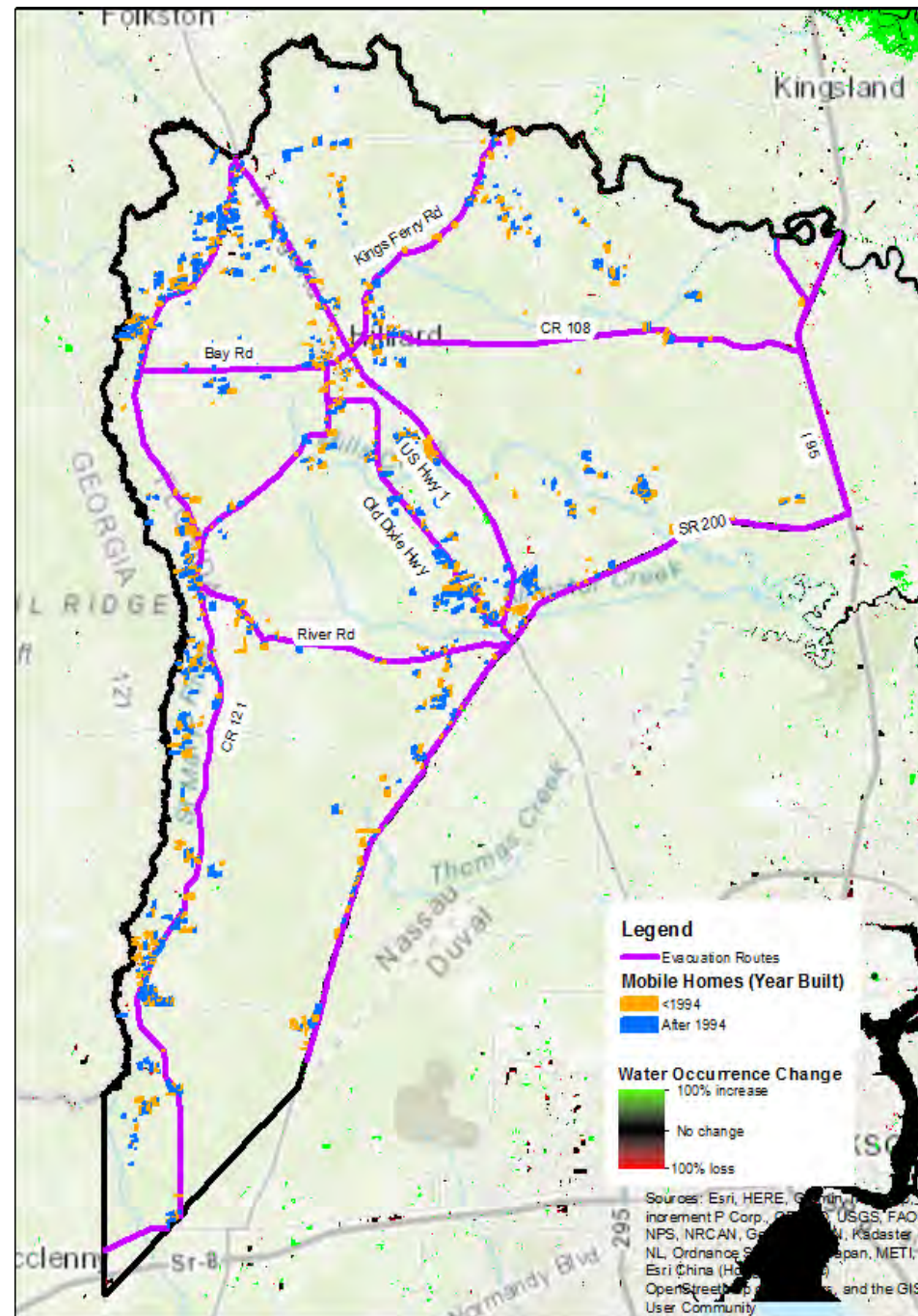
Series 5 Map 1. Manufactured Homes by Year Built and Water Occurrence Change

Given the high number of manufactured/mobile homes in Nassau County, locations of manufactured homes were mapped against the flooding scenarios.

Using the wind safety standards imposed on manufactured homes by the U.S. Department of Housing in 1994 and parcel data from the Florida Department of Revenue, mobile homes were classified into two groups - those built before 1994 and those built after 1994 - to evaluate the relative exposure of the two types of manufactured homes.

Overall, approximately 47% of the mobile homes within the study areas were built before 1994.

While no impacts are apparent in the West, risk to increasing water occurrence or episodic flooding on Amelia Island is likely near the Intracoastal waterway by SR 200.

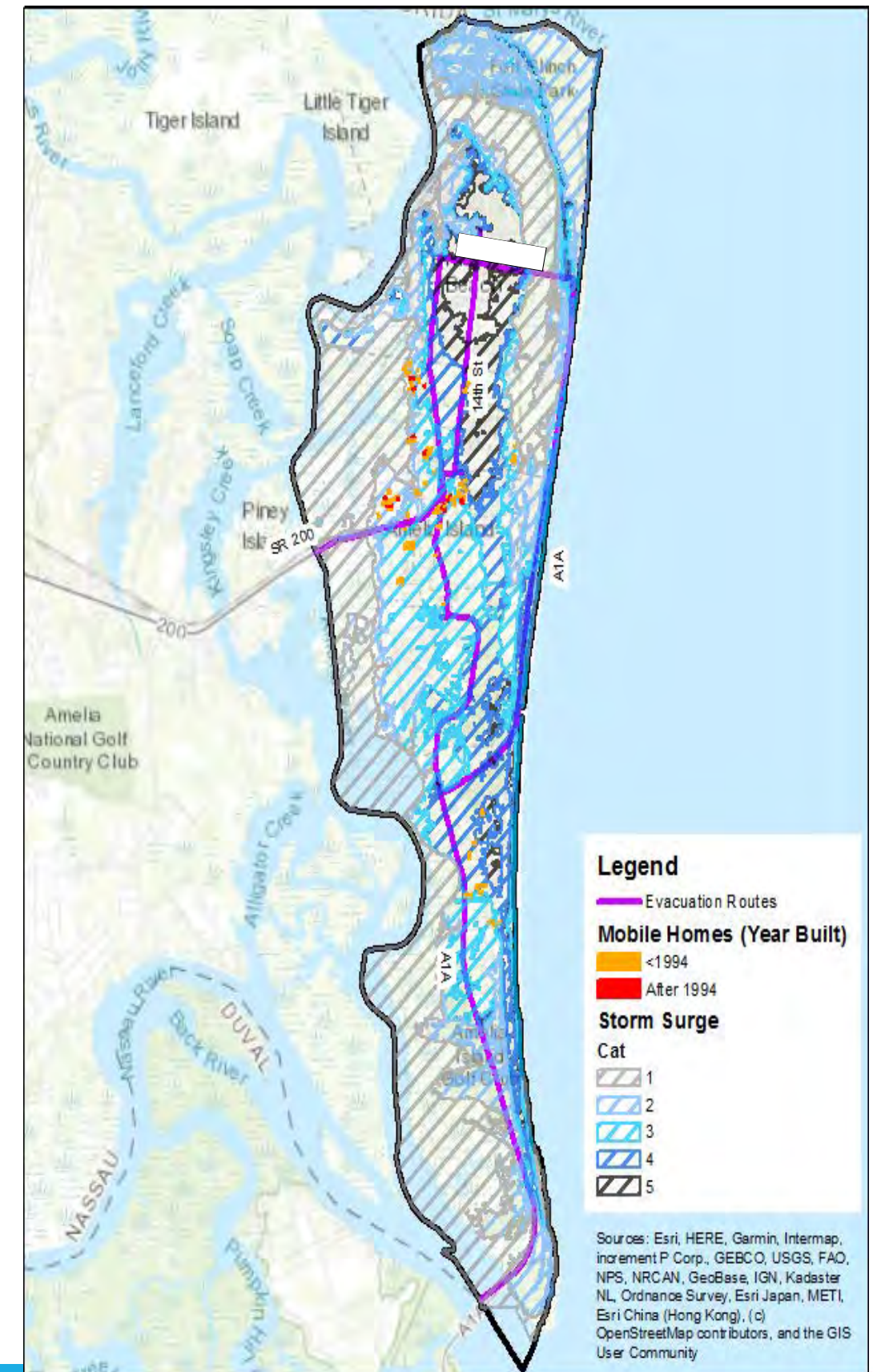
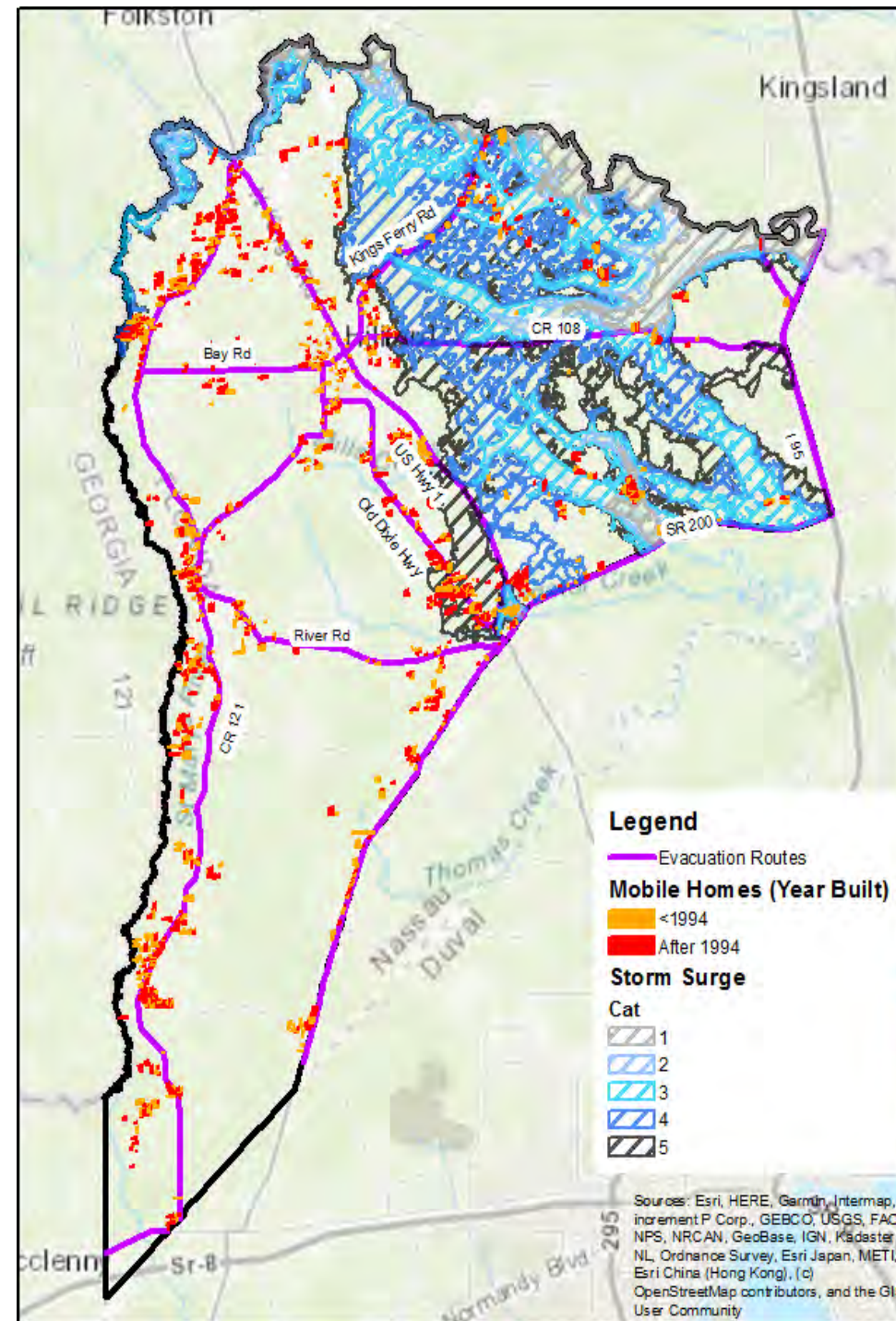


Series 5 Map 2. Manufactured Homes by Year Built and Storm Surge

To assess the vulnerability of manufactured homes to event-driven flooding the locations of the two categories of manufactured homes were mapped against storm surge (Series 5 Map 2).

Across both study areas, half of all manufactured homes built before 1994 are within any storm surge category.

In the West less than 1% of the manufactured homes are within a Category I storm surge while 18% are within a Category 5. This share is higher in Amelia Island, as 4 % are exposed to a Category I storm surge and all, without taking into account the year built, are within a Category 5 storm extent.

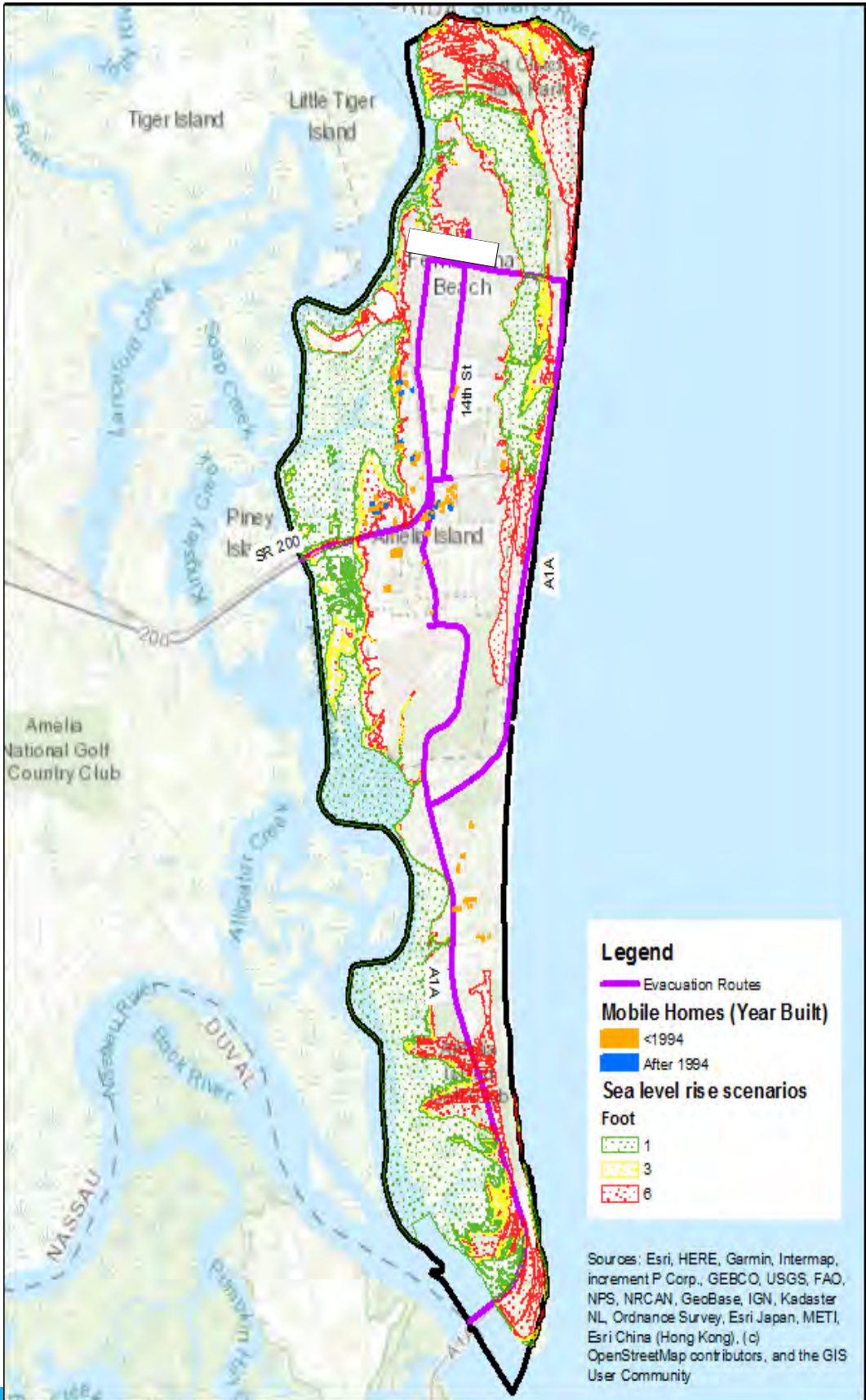
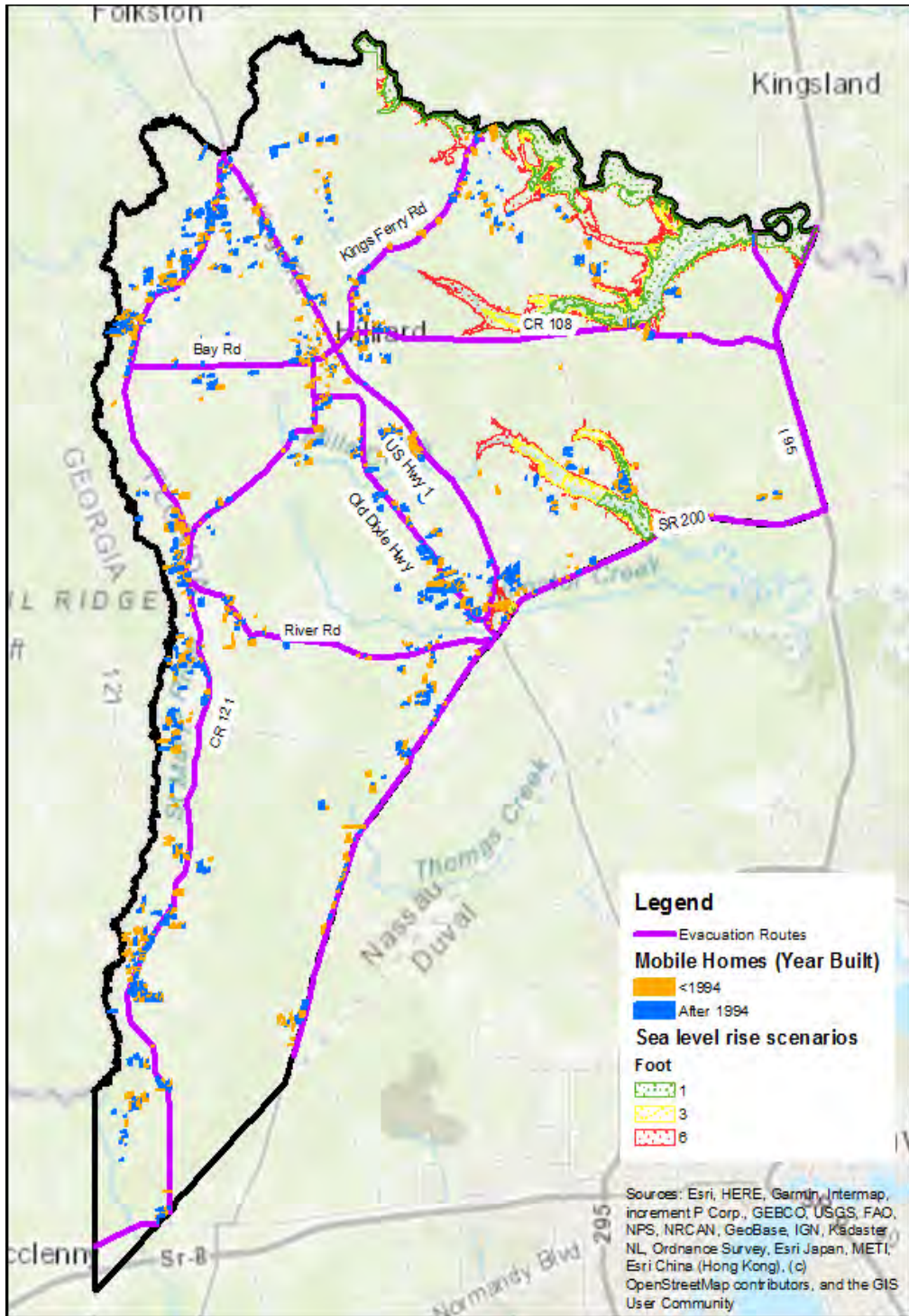


Series 5 Map 3. Manufactured Homes by Year Built and Projected Sea Level Rise

Manufactured homes were also mapped against sea level rise to determine whether there are flooding risks to communities living in manufactured homes.

Overall, only 3% of all manufactures homes, are within the area projected to be impacted by sea level rise.

In the West 1.5% of the manufactured homes are subject to a 1 ft. rise scenario while 2% are within a 6 ft. scenario. On Amelia Island 2% are within the are subject to the 1 ft. scenario and 22% are within the 6 ft. scenario.



Demographic and Socioeconomic Information to Identify Vulnerable Populations

Census data (ACS 2012-2016) were used to assemble maps of population data by racial composition, age cohort, income, share of population with a disability, and employment. Census Block Group data were used for these populations, except for disability, which is available only at the Census Tract level.

As defined by the U.S. Census Bureau, Census Tracts are subdivisions of a county that generally have a population between 1,200 and 8,000 people. Block Groups are geographic and statistical subdivisions of Census Tracts.

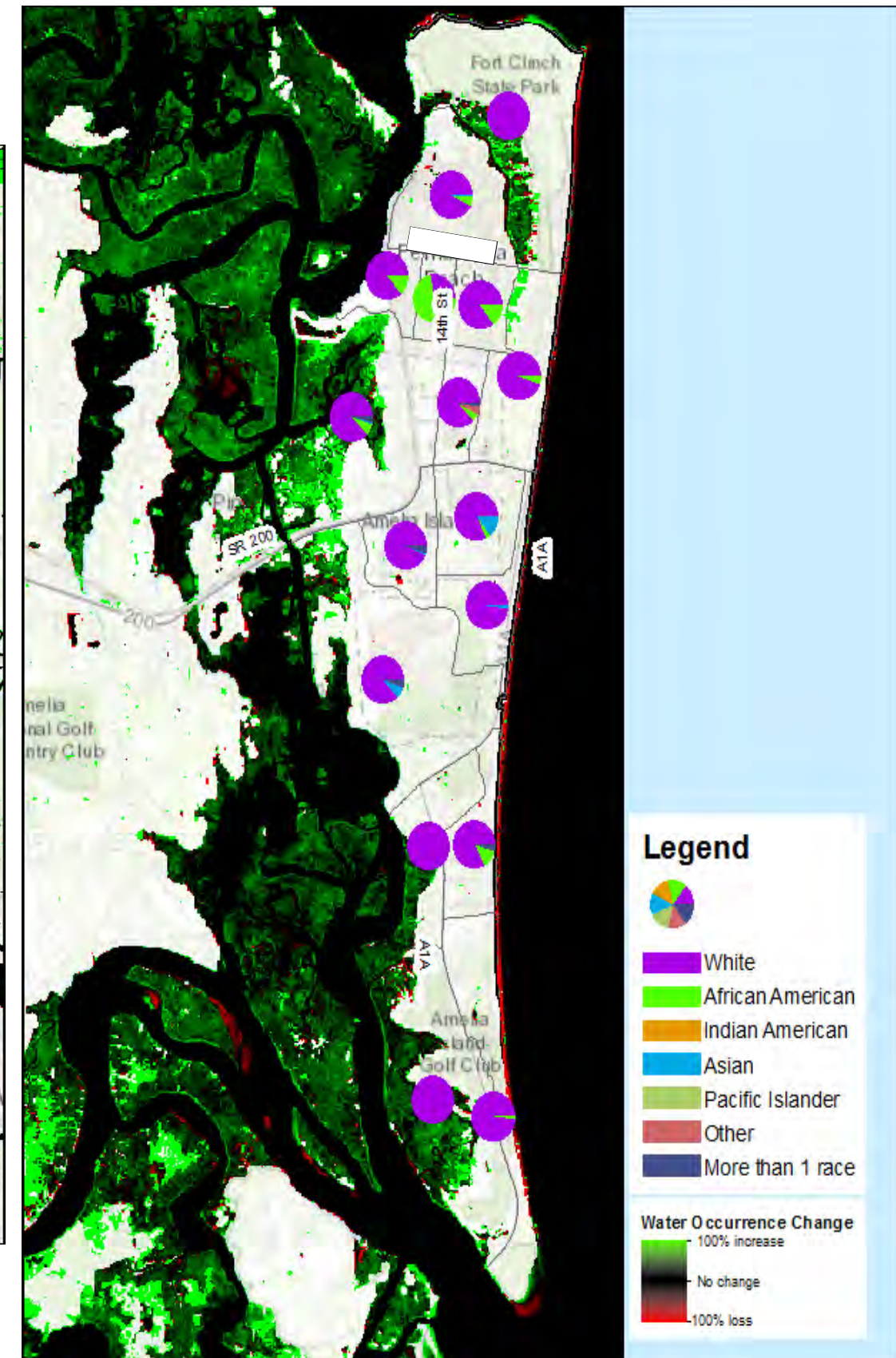
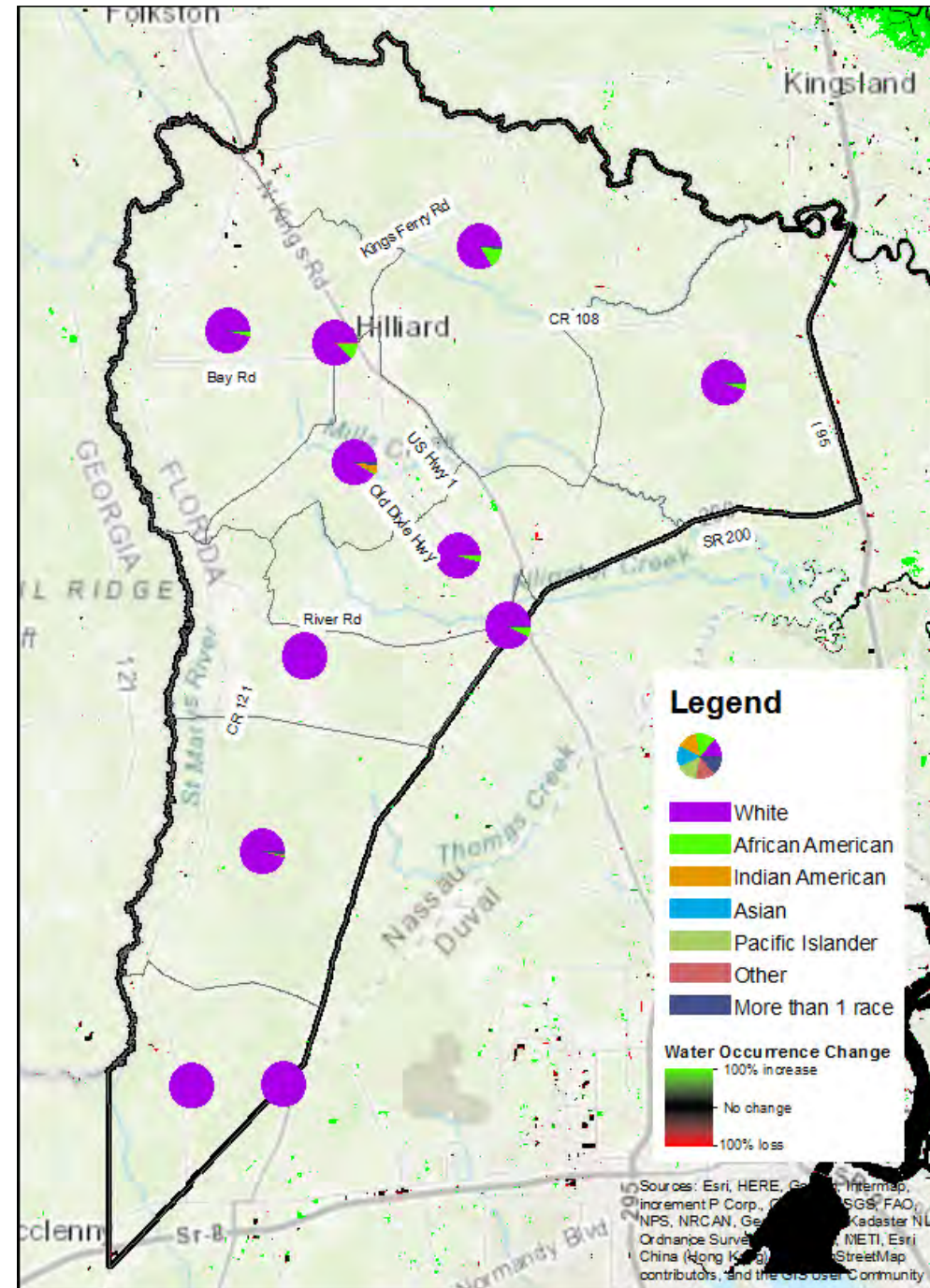
Employment data were collected from the U.S. Census Bureau OnTheMap application¹, which uses longitudinal employer-household data that include the residence of workers and where the workplace is. The most recent available data are for 2015 and were collected for workplace location, regardless of where the workers live, at the Block Group level.

1. U.S. Census Bureau OnTheMap application. U.S. Census Bureau. (2017). LEHD Origin-Destination Employment Statistics (2002-2015). Washington, DC: U.S. Census Bureau, Longitudinal Employer-Household Dynamics Program, accessed on October 21, 2019 at <https://onthemap.ces.census.gov>. LODS 7.3

Series 6 Map 1. Racial Composition and Water Occurrence Change

Regarding racial composition, pie charts were created to show the shares of population of a given race within a block group and these were mapped against water occurrence (Series 6 Map 1).

The data shows that the western part of Nassau County has a high share of white population (purple in the pie charts). The concentration of African Americans (green) and Asian groups (blue) increase at the north of Amelia Island. In these areas of Amelia Island , two block groups in the north subject to increased water occurrence.

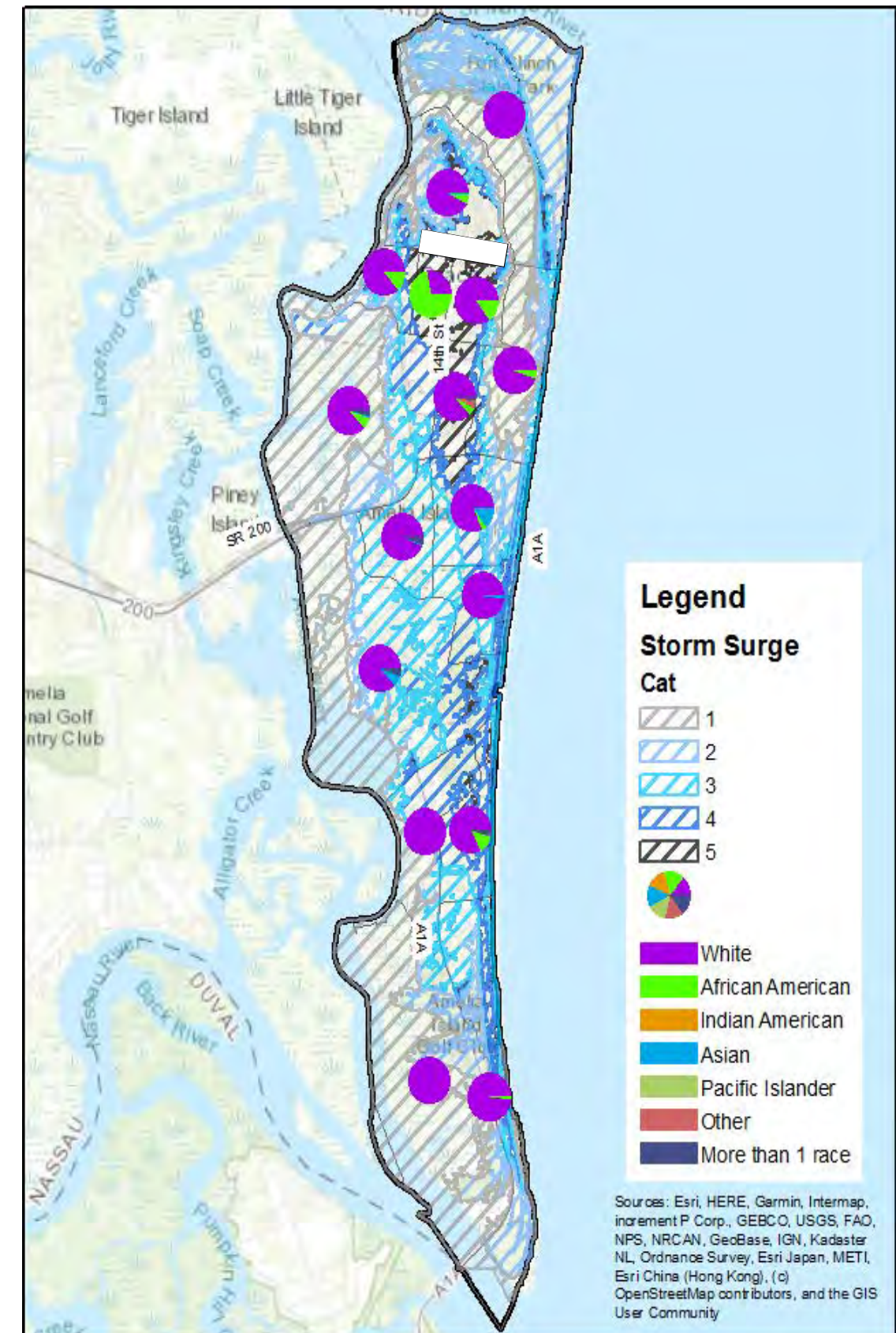
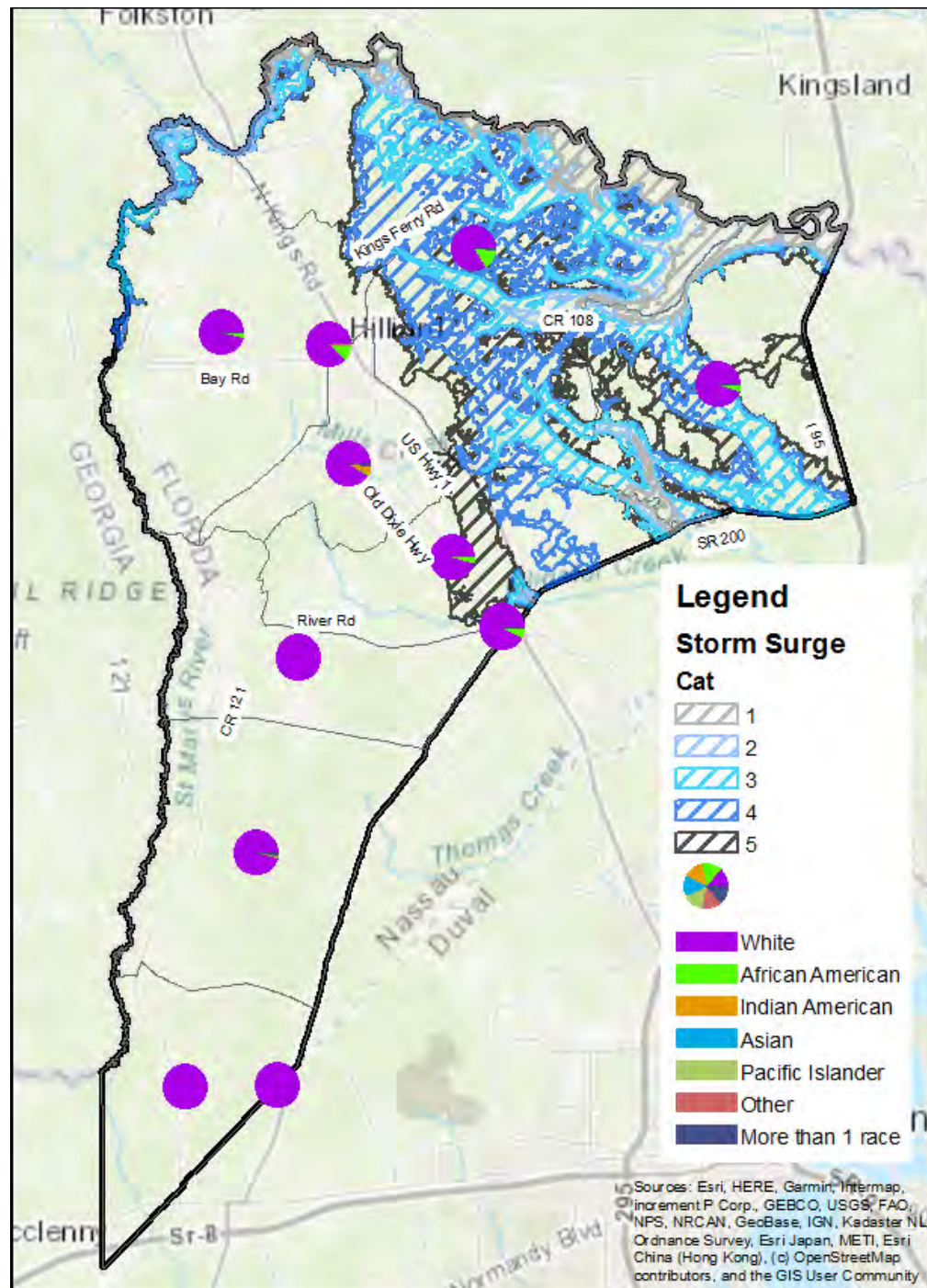


Series 6 Map 2. Racial Composition and Storm Surge

To assess which populations are vulnerable to event-driven flooding Series 6 Map 2 illustrates race and storm surge.

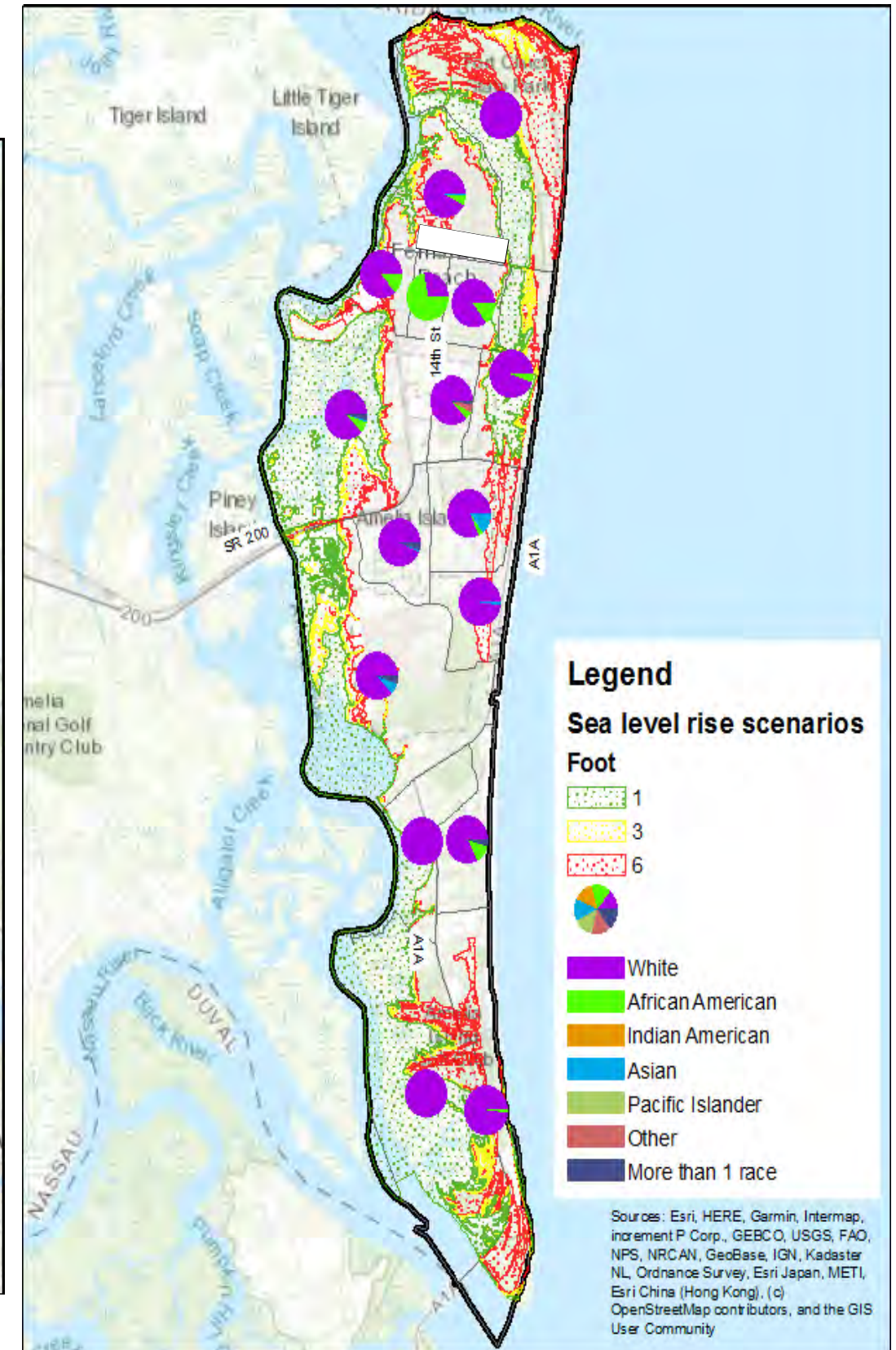
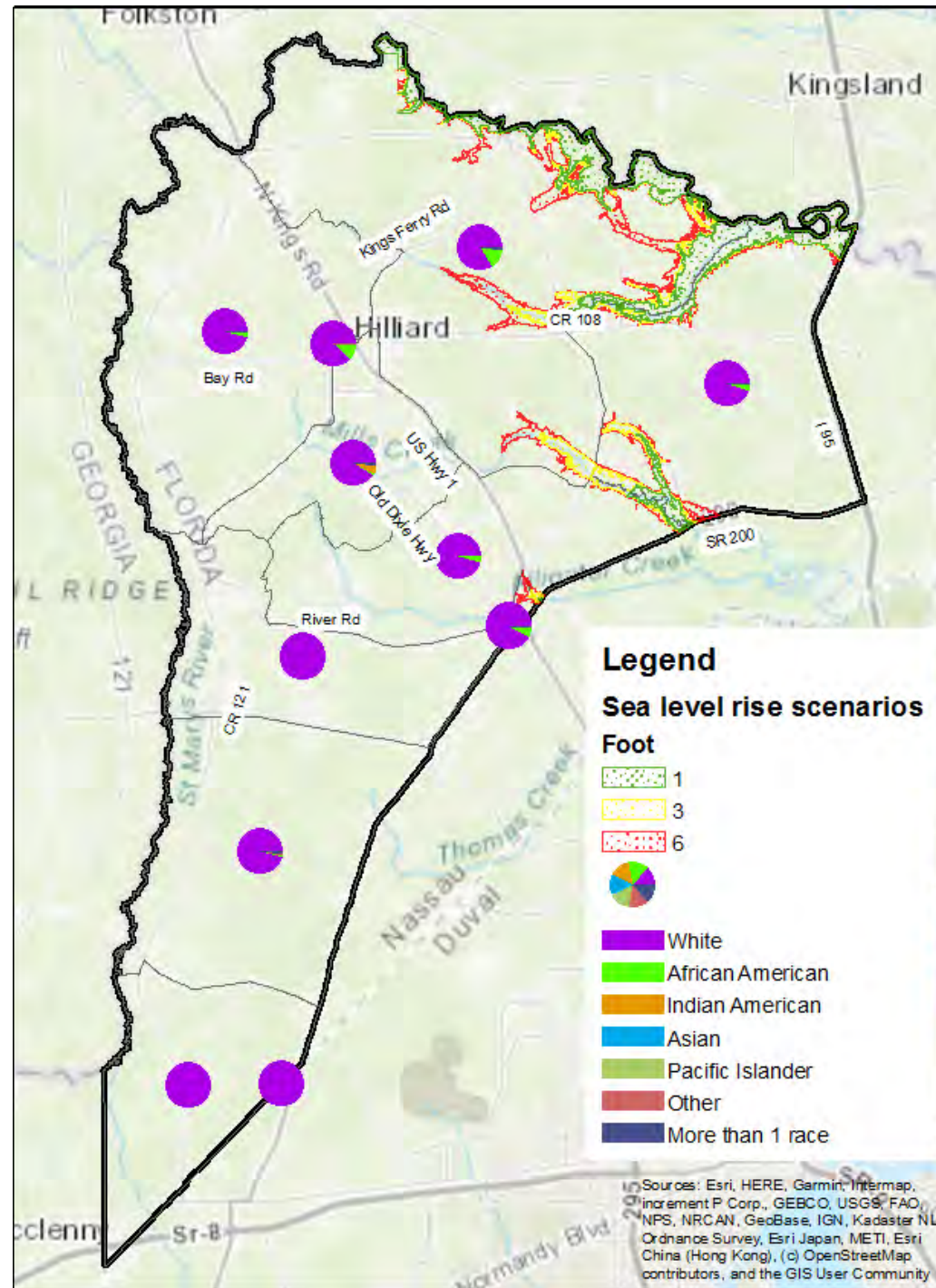
In the West study area, block groups north of SR 200 and east of Hilliard (where white population comprises at least 85% of the total population) are vulnerable to storm surge associated with Category 1-3 events.

On Amelia Island the highest concentration of African Americans is in the block group near 14th St and Atlantic Ave. The elevation makes this community vulnerable to a Category 5 storm surge (but not to lower intensity events). The block groups closest to the coastline are more white and these are vulnerable to even the weakest and most likely storm surge events.



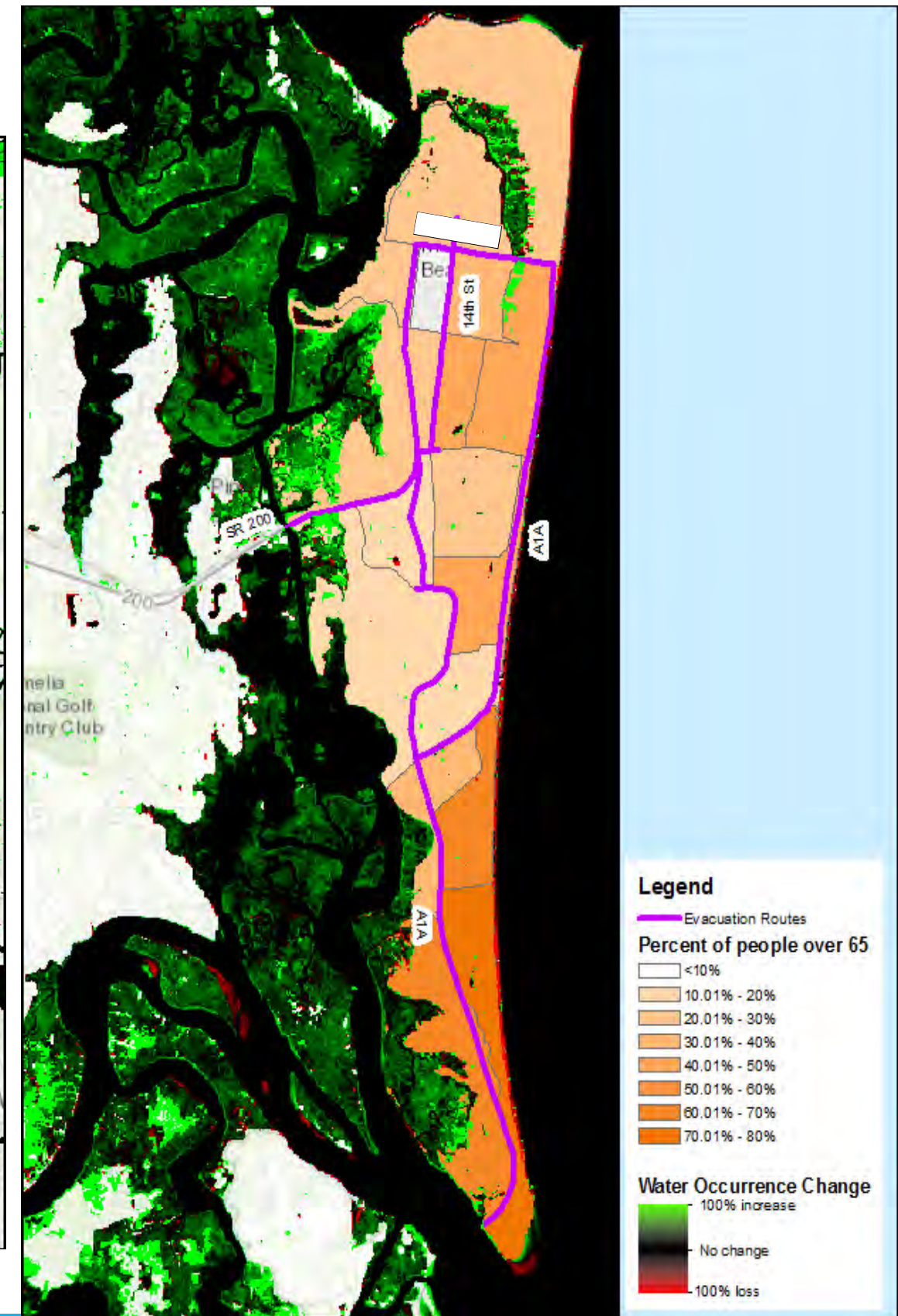
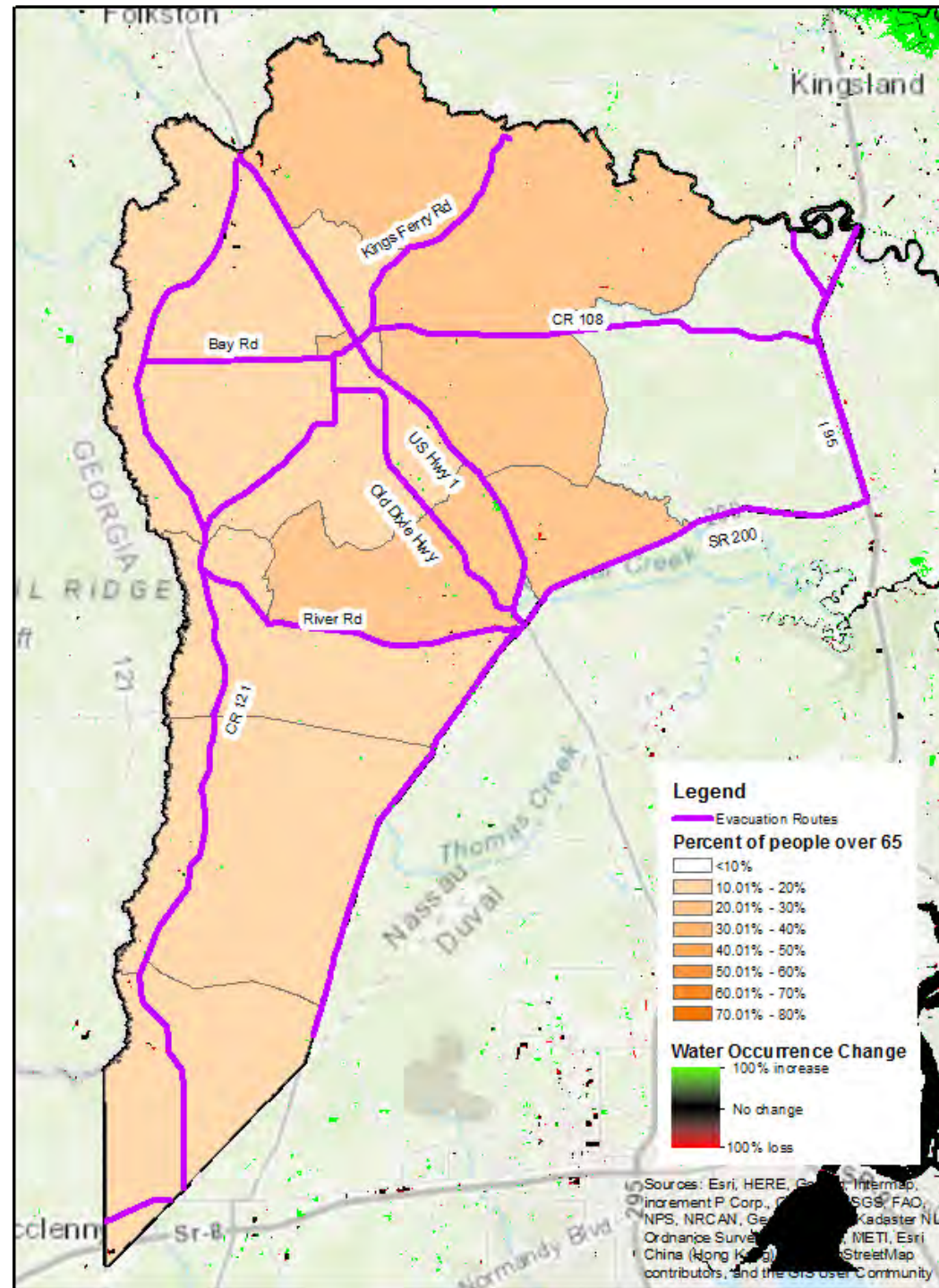
Series 6 Map 3. Racial Composition and Projected Sea Level Rise

Series 6 Map 3 describes the relationship between race and areas subject to sea level rise. In the West, census block groups near the St. Marys River would see some sea level rise impacts. On Amelia Island, block groups by the Intracoastal Waterway are more vulnerable to sea level rise. More than 85% of the population in these block groups are white.



Series 7 Map 1. Percent of Population over 65 and Water Occurrence Change

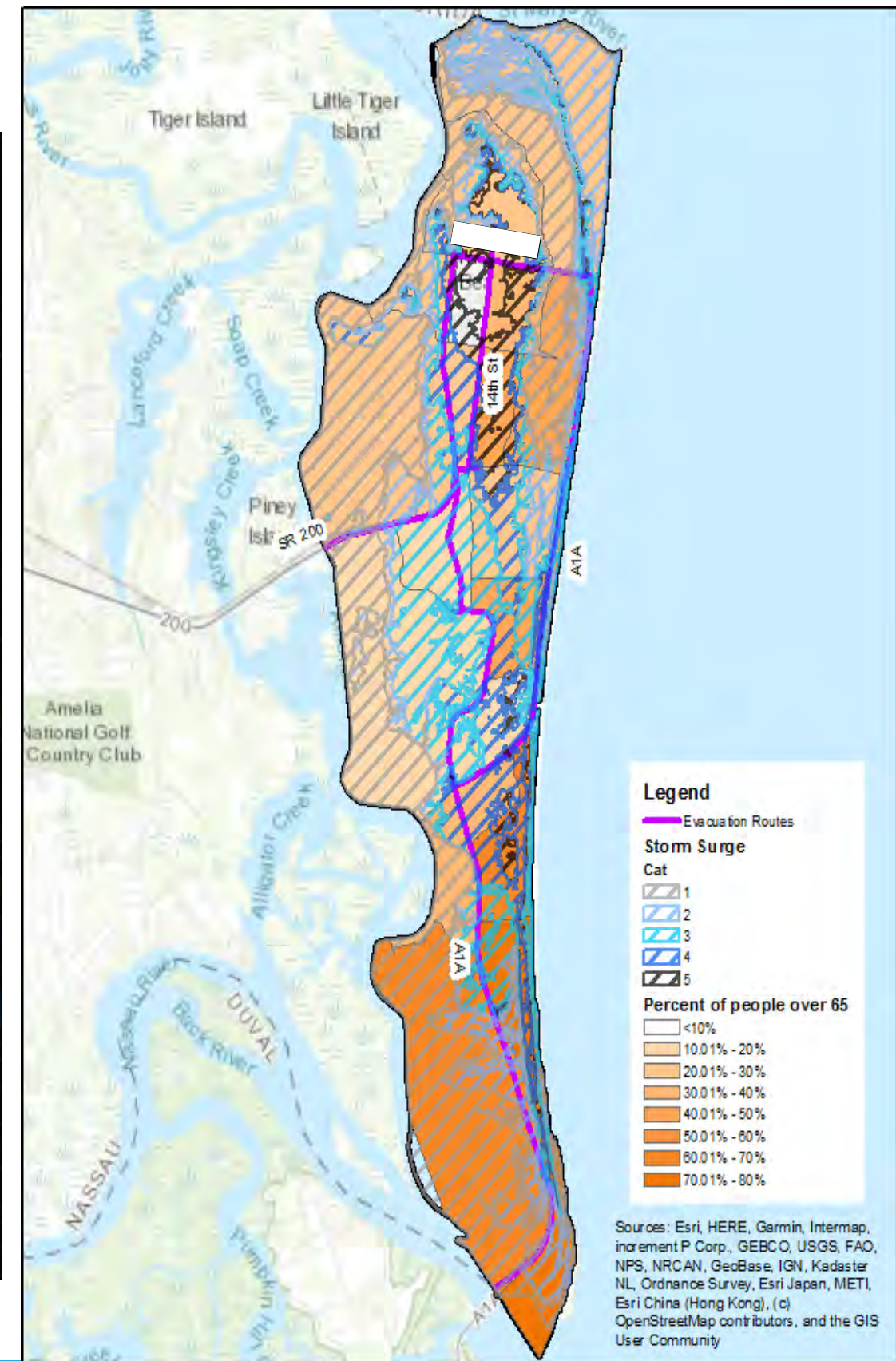
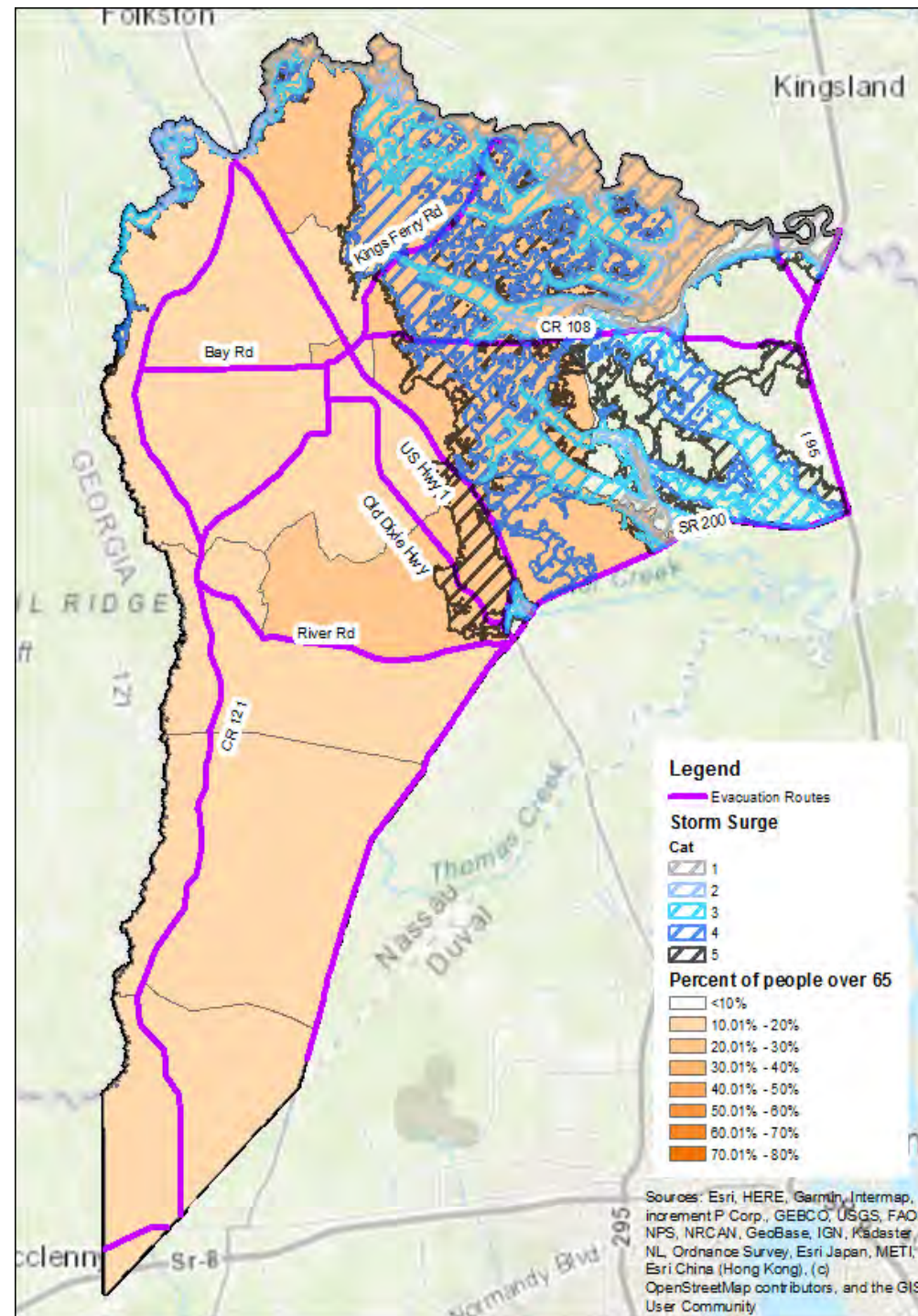
Series 7 Map 1 shows the confluence of elderly populations with flooding incidence data. In the West, there is limited overlap between areas of increased inundation with census tracts with higher percentages of populations older than age 65. On Amelia Island, block groups near the coast show higher shares of elderly population and these overlap with higher incidence of increased inundation.



Series 7 Map 2. Percent of Population over 65 and Storm Surge

Series 7 Map 2 shows the confluence of elderly populations with storm surge scenarios to determine which of these are more vulnerable to event-driven flooding.

In the West, several block groups east of US 1 have higher percentages of elderly (at 30-40%) and these are subject to storm surge. Block groups on the south end of Amelia Island indicate higher shares of elderly population overlap areas with higher likelihood of storm surge.

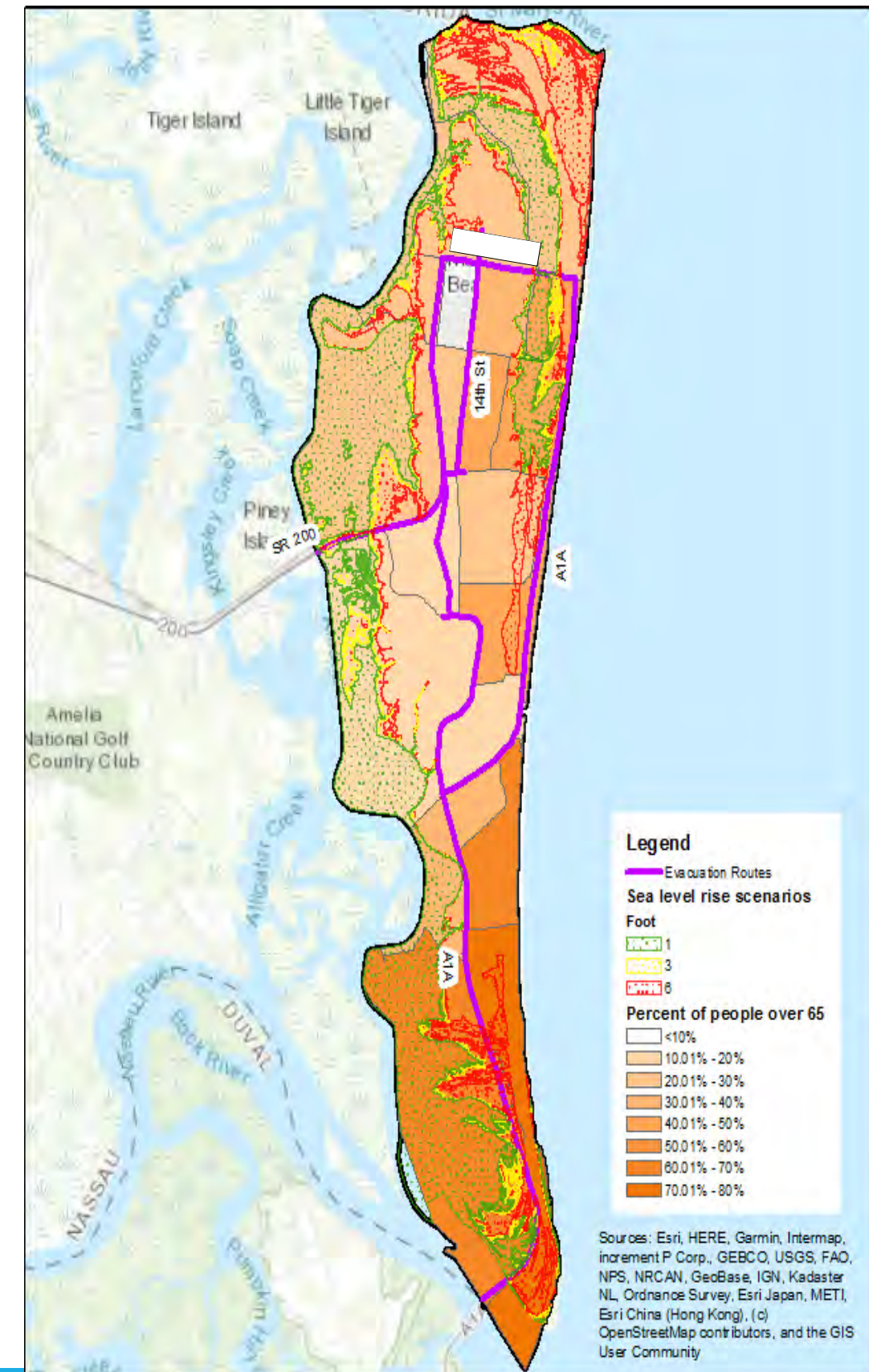
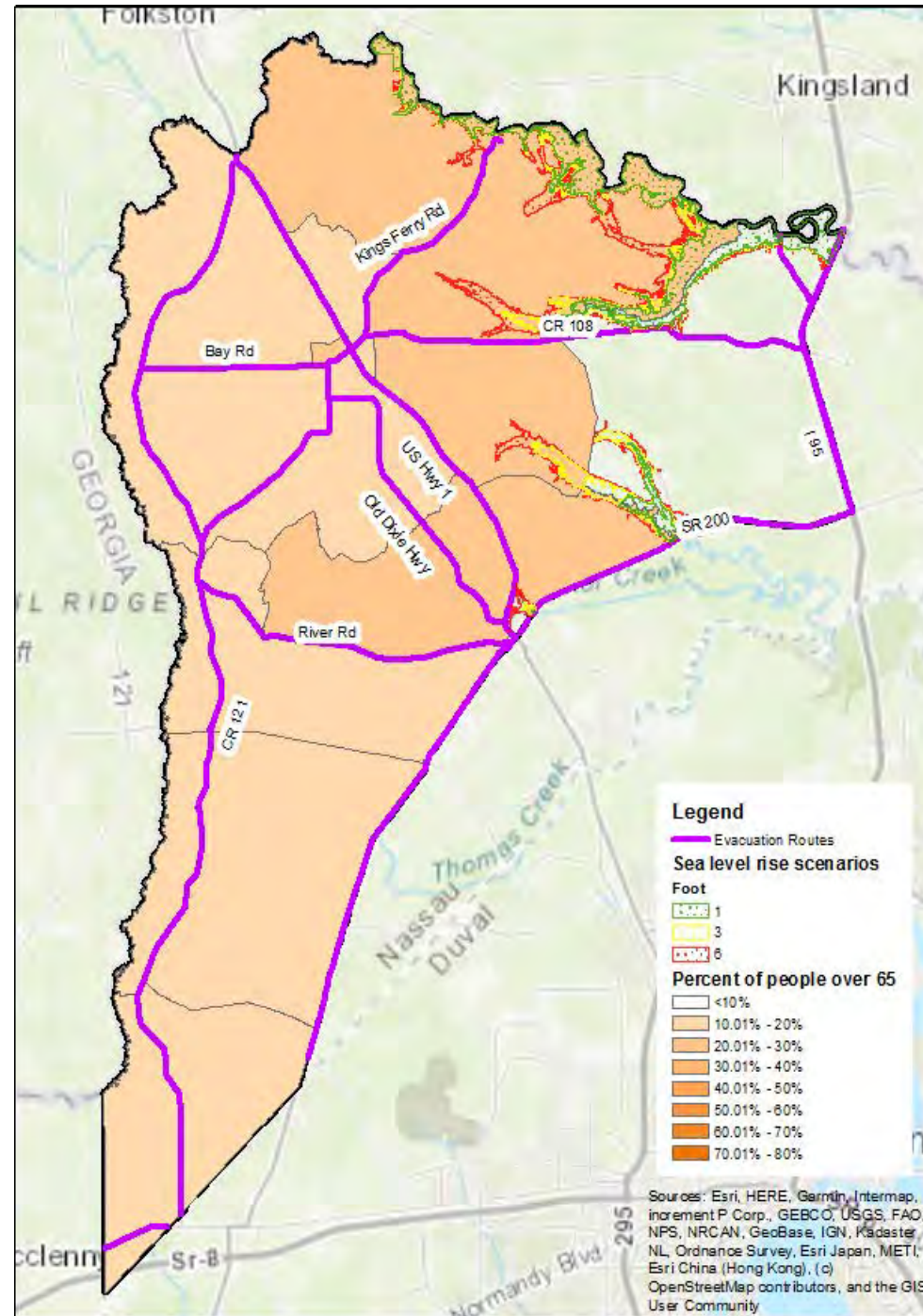


Series 7 Map 3. Percent of Population over 65 and Projected Sea Level Rise

Series 7 Map 3 shows the confluence of elderly populations with sea level rise to see which of these populations are more vulnerable to this type of flooding.

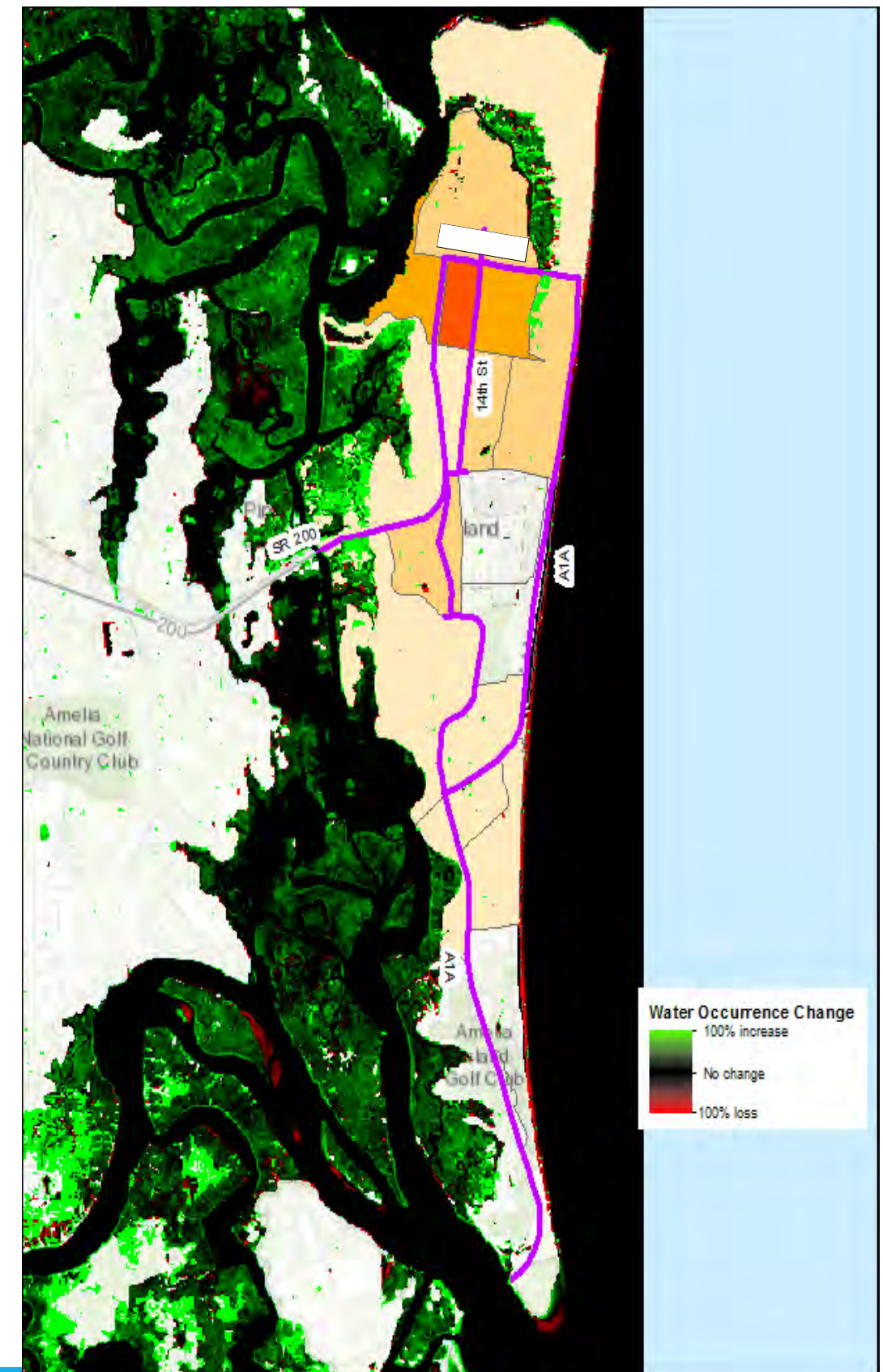
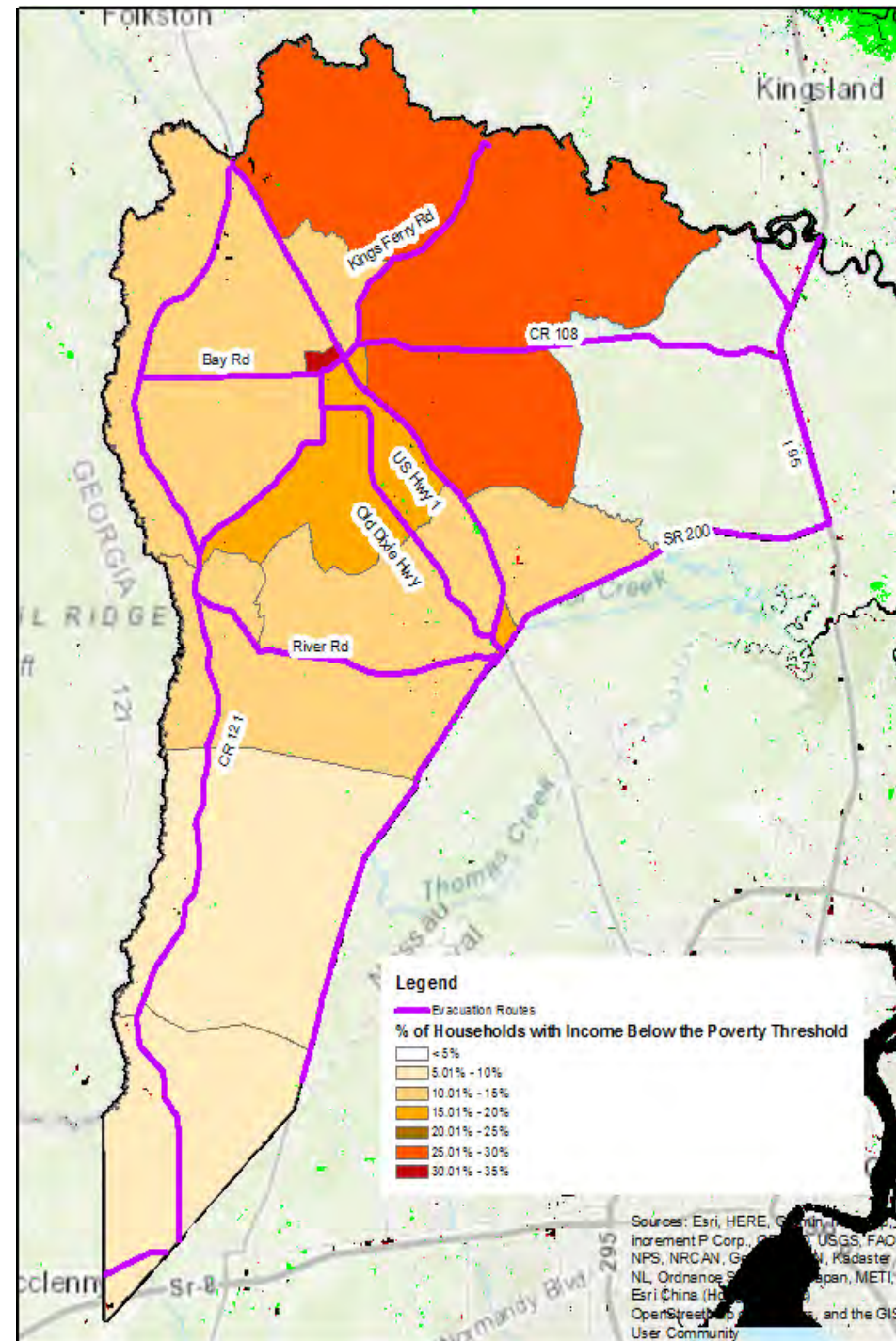
Block groups with the higher share of elderly populations within the West area have limited impacts under the several sea level rise scenarios.

In the southern portion of Amelia Island, areas indicating higher shares of elderly population are subject to inundation under a 1 ft. sea level rise.



Series 8 Map 1. Percent of Households with Income below Poverty Threshold and Water Occurrence Change

Series 8 Map 1 illustrates block groups with higher shares of households living on incomes below the poverty threshold. The areas with the highest share of households living below the poverty threshold are northeast of Hilliard, the area adjoining the intersection of Bay Rd and US 1, and the northern section of Amelia Island at the intersection of 14th St and Atlantic Ave. However, these households appear to have no impacts from increased episodic events.



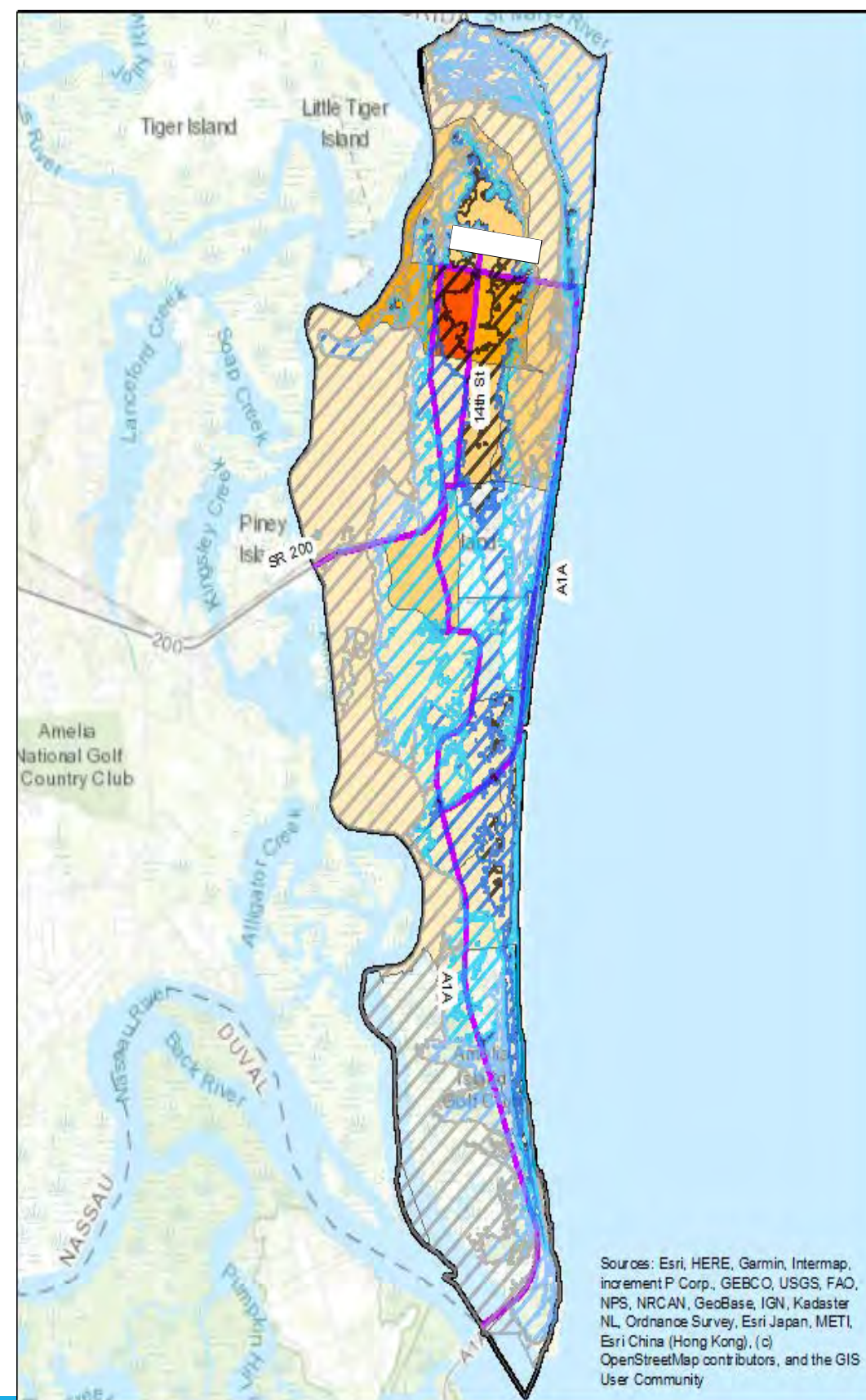
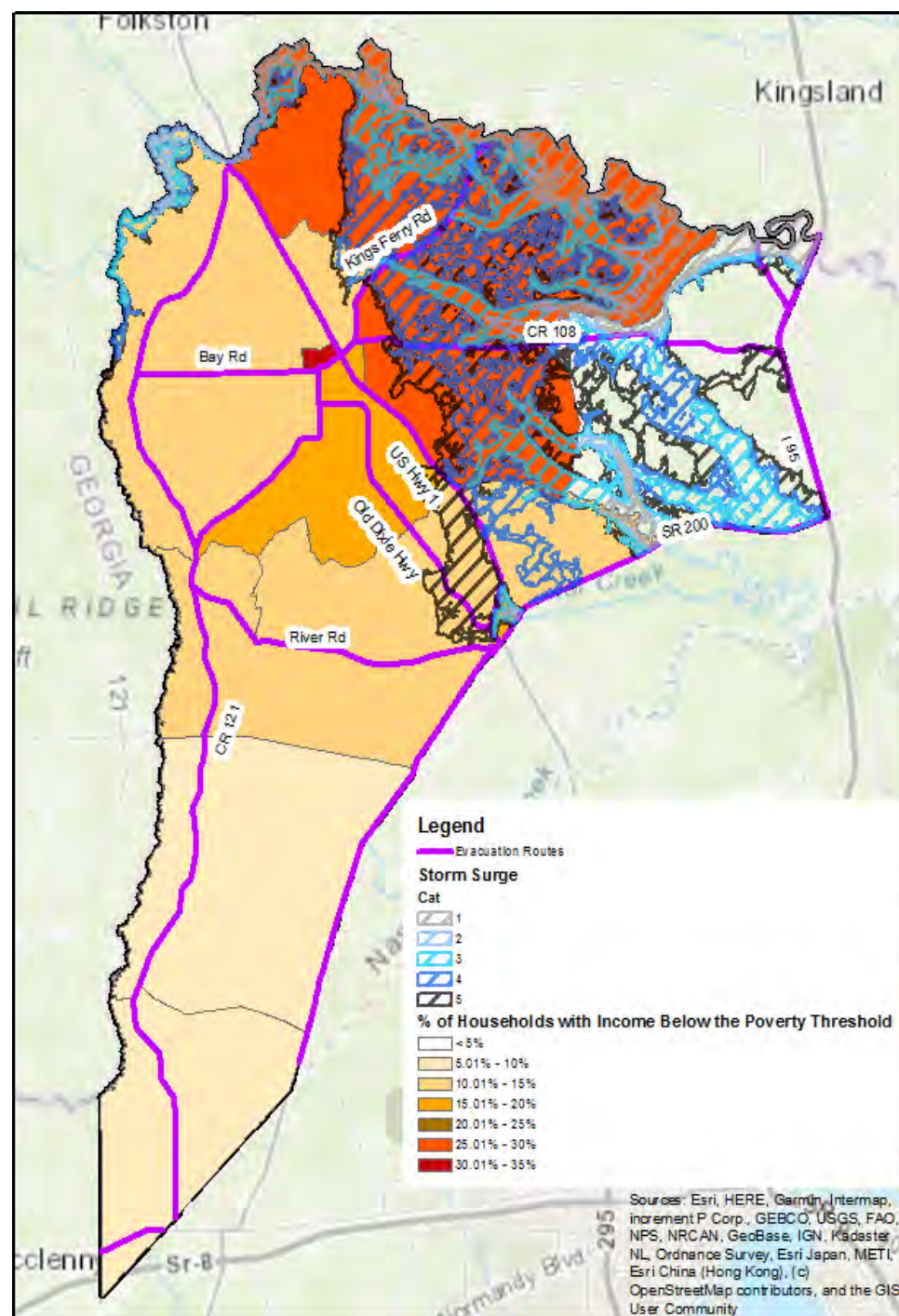
Sources: TBG Work Product; U.S. Census; EC JRC/Google

Series 8 Map 2. Percent of Households with Income below Poverty Threshold and Storm Surge

To determine if poorer households are more exposed to event-driven flooding, the percent of households living with incomes below the poverty threshold were mapped against storm surge.

In the West, the block group with the highest share of households living with incomes below the poverty threshold (intersection of Bay Rd and US Highway 1) is outside of the storm surge. However, block groups northeast of Hilliard, where the share of households living with incomes below the poverty threshold is still high, would be affected by a Category I storm surge.

On Amelia Island, households with incomes below the poverty threshold that are in block groups south of Atlantic Ave and 14th St would be impacted by Category 4 storm surge.

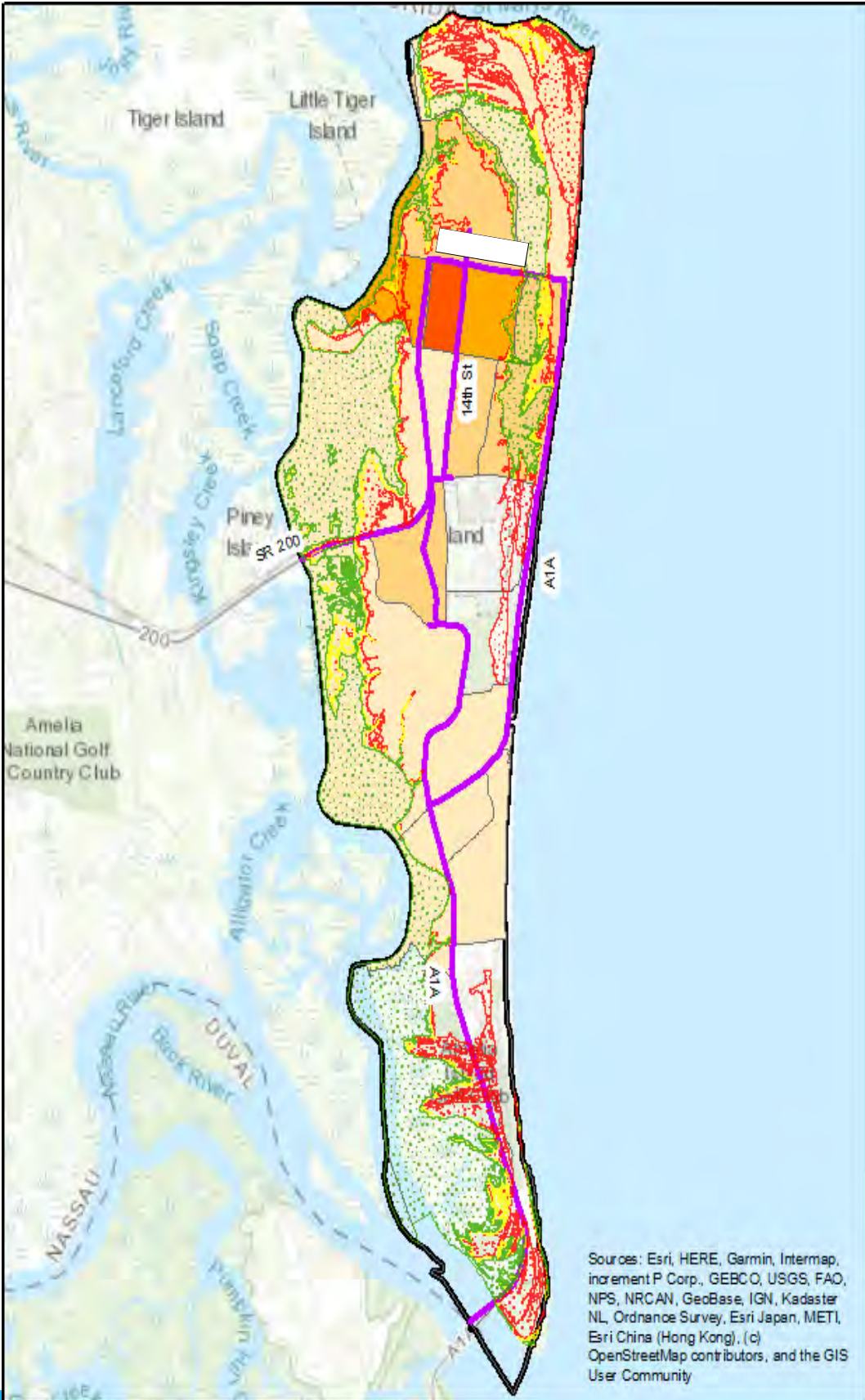
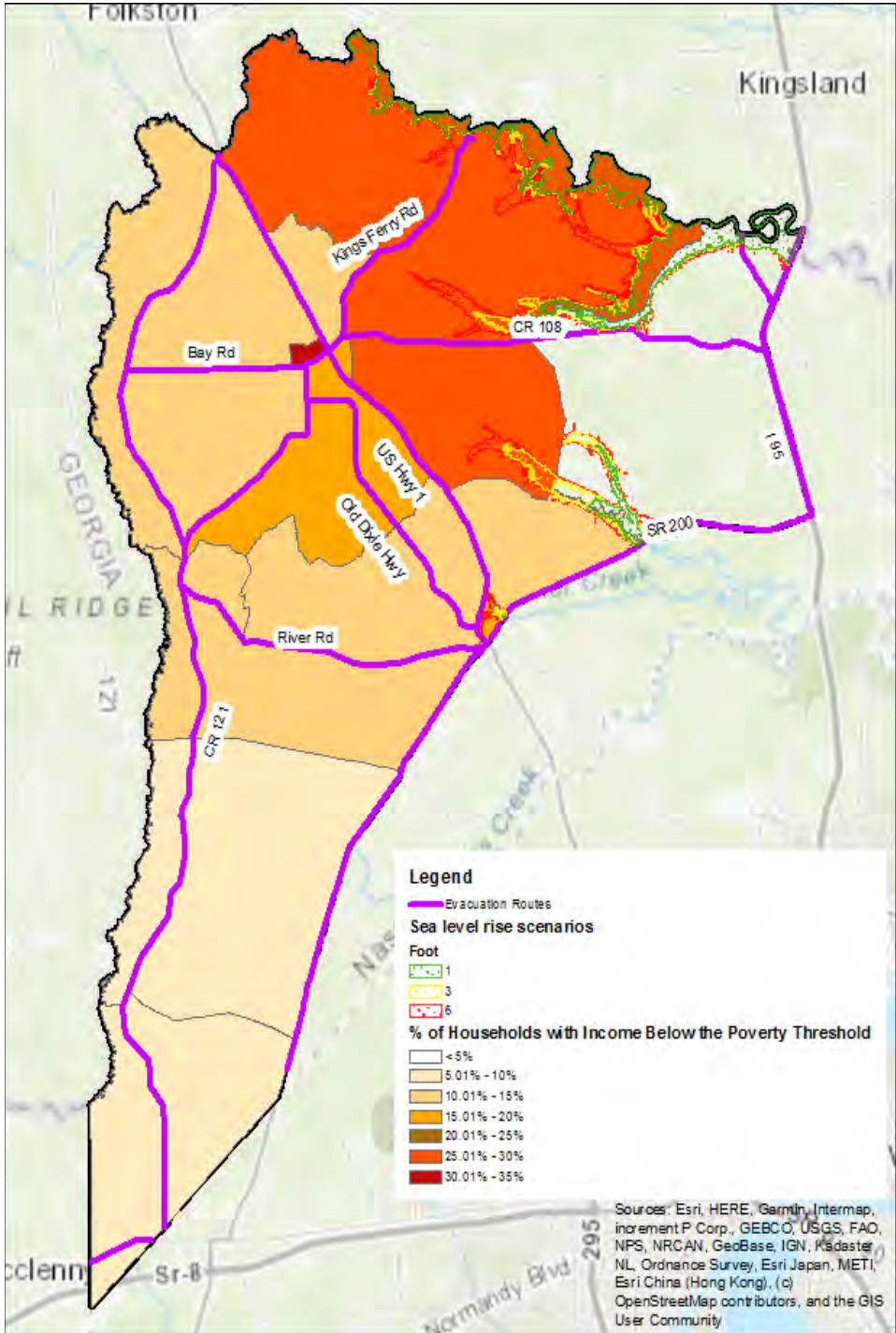


Series 8 Map 3. Percent of Households with Income below Poverty Threshold and Projected Sea Level Rise

To determine if poorer households are more exposed to flooding under a more long-term perspective, households with incomes below the poverty threshold were mapped against sea level rise.

In the West, while impacts from either a 1 ft or 3 ft sea level rise would be nominal, a 6 ft rise in sea level would significantly impact some households with income below the poverty threshold that live in the surroundings of St. Marys River.

The handful of block groups on Amelia Island unaffected by storm surge would also not be impacted by any of three sea level rise scenarios. All other block groups would be, however.

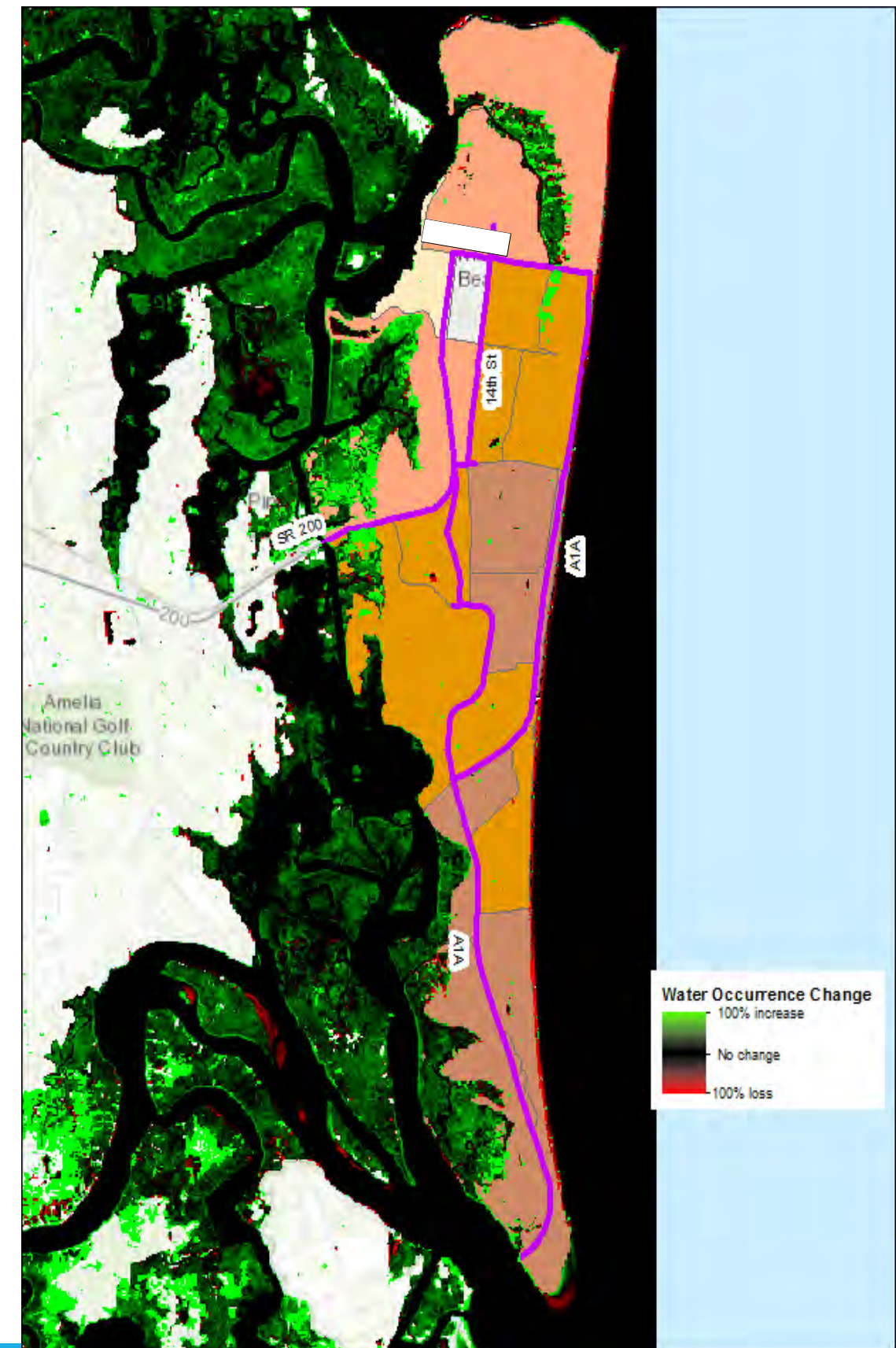
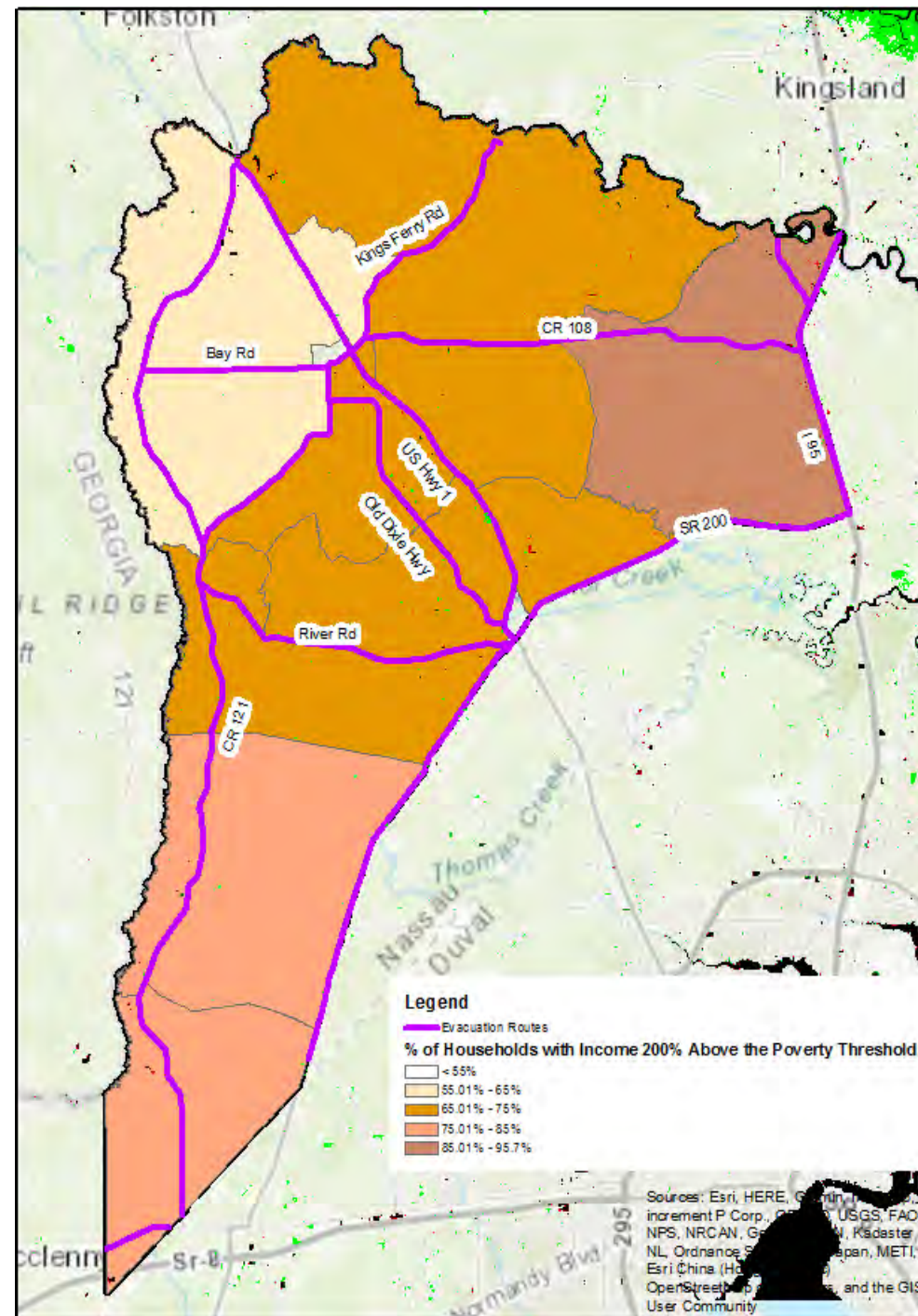


Series 9 Map 1. Percent of Households with Income 200% above Poverty Threshold and Water Occurrence Change

It is also important to evaluate whether locations with higher income households have been impacted by episodic events (Series 9 Map 1). For purposes of the assessment, households with incomes 200% over the poverty threshold are considered higher income.

In the West, there is limited overlap between increased episodic events and block groups with a higher percentage of households living on incomes 200% above the poverty threshold.

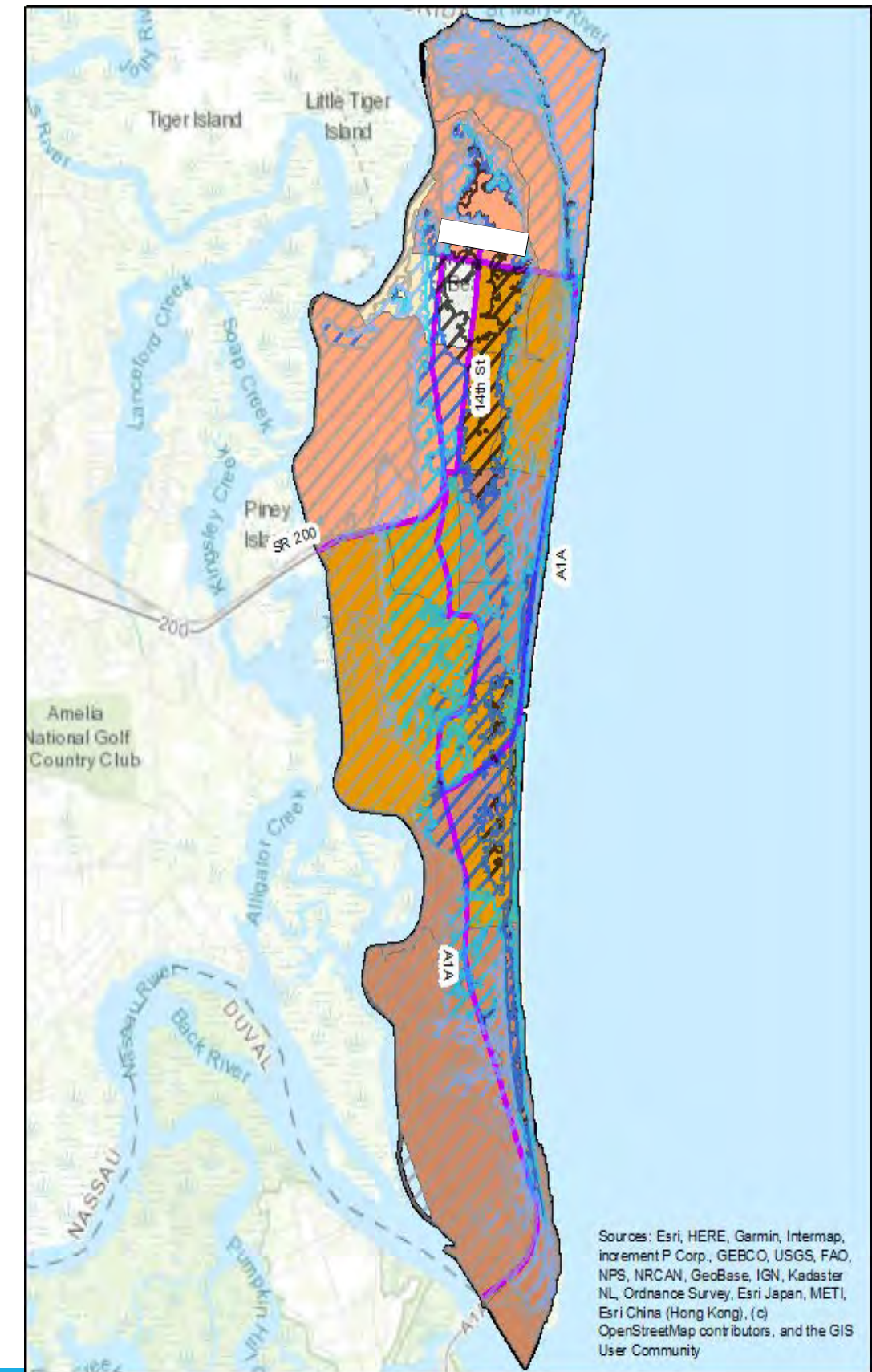
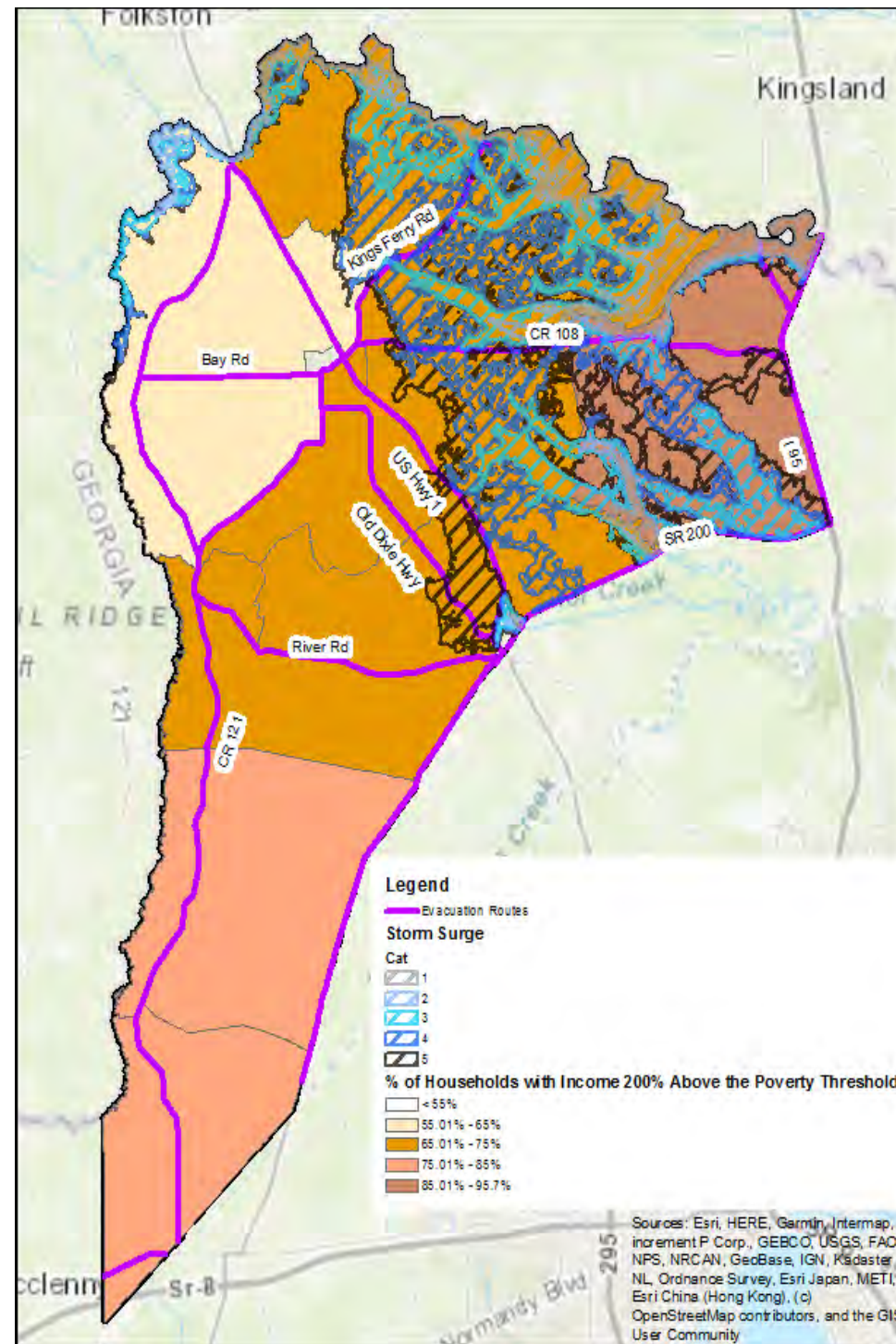
However, in the southern portion of Amelia Island, block groups with the highest shares of households living on incomes 200 percent above the poverty threshold, have been subject to an increase of episodic events by the Intracoastal Waterway.



Series 9 Map 2. Percent of Households with Income 200% above Poverty Threshold and Storm Surge

Series 9 Map 2 compares the percent of households living on incomes 200% above the poverty threshold to areas subject to storm surge.

The highest shares of households living on income 200% above the poverty threshold are in the south of Amelia Island, and north of SR 200 and immediately west of I-95. These are significantly impacted even by the weakest and most likely storm surge.

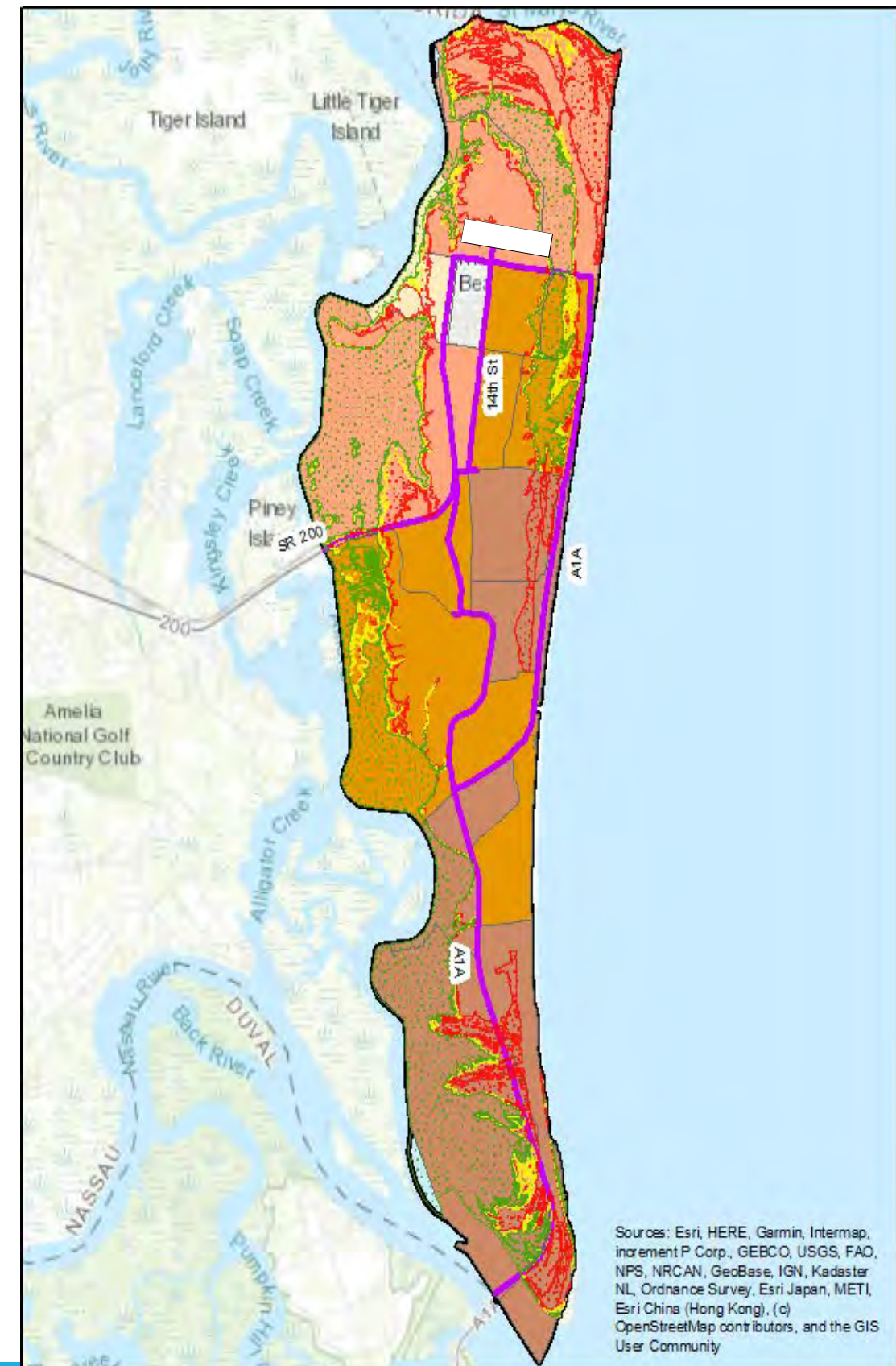
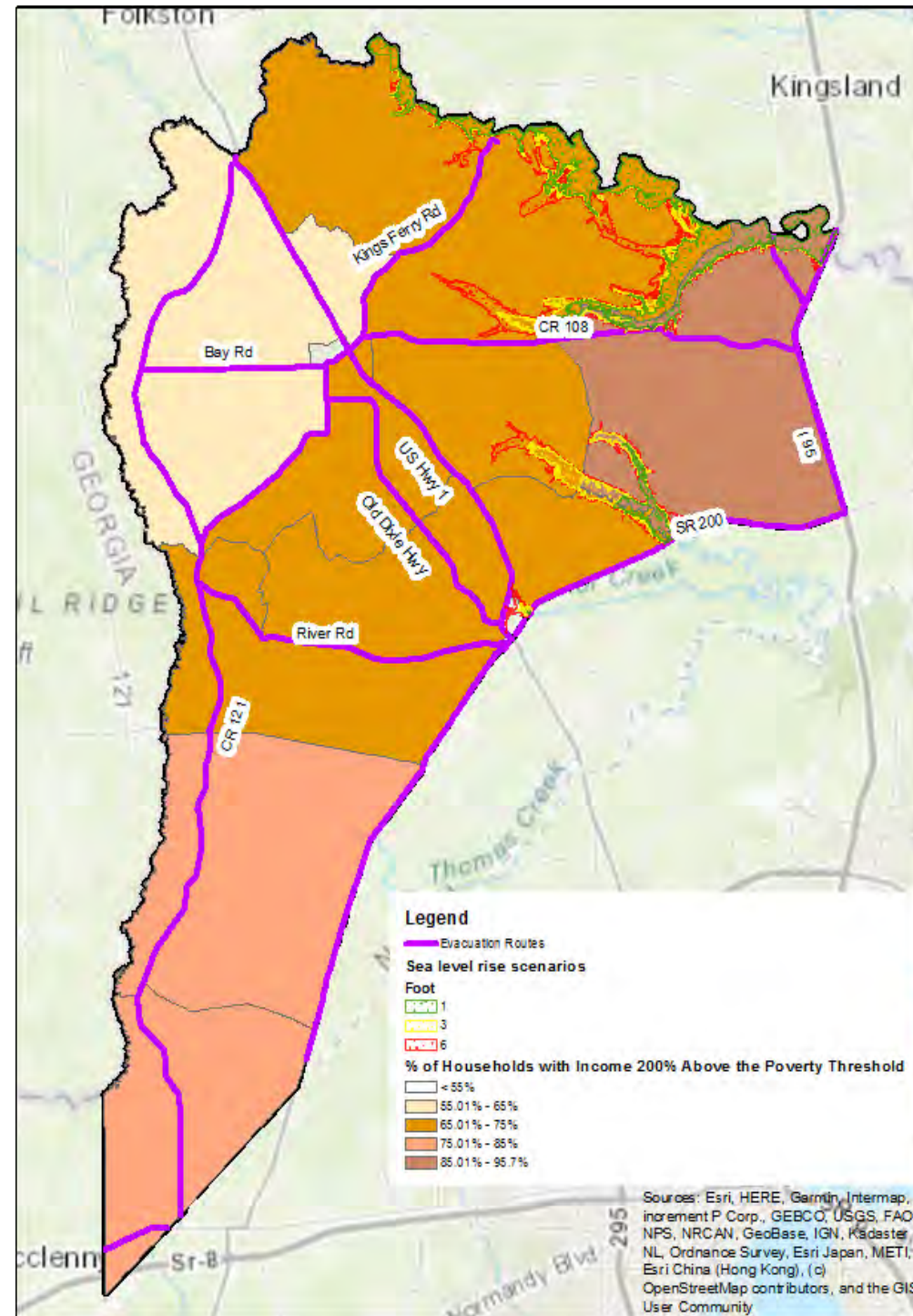


Series 9 Map 3. Percent of Households with Income 200% above Poverty Threshold and Projected Sea Level Rise

Series 9 Map 3 compares the percent of households living on incomes 200 percent above the poverty threshold to sea level rise.

The block group with the highest share of households living on incomes 200% above the poverty threshold in the West is north of SR 200 and west of I-95. This block group would have some sea level rise impacts near SR 200 and north by the St. Marys River.

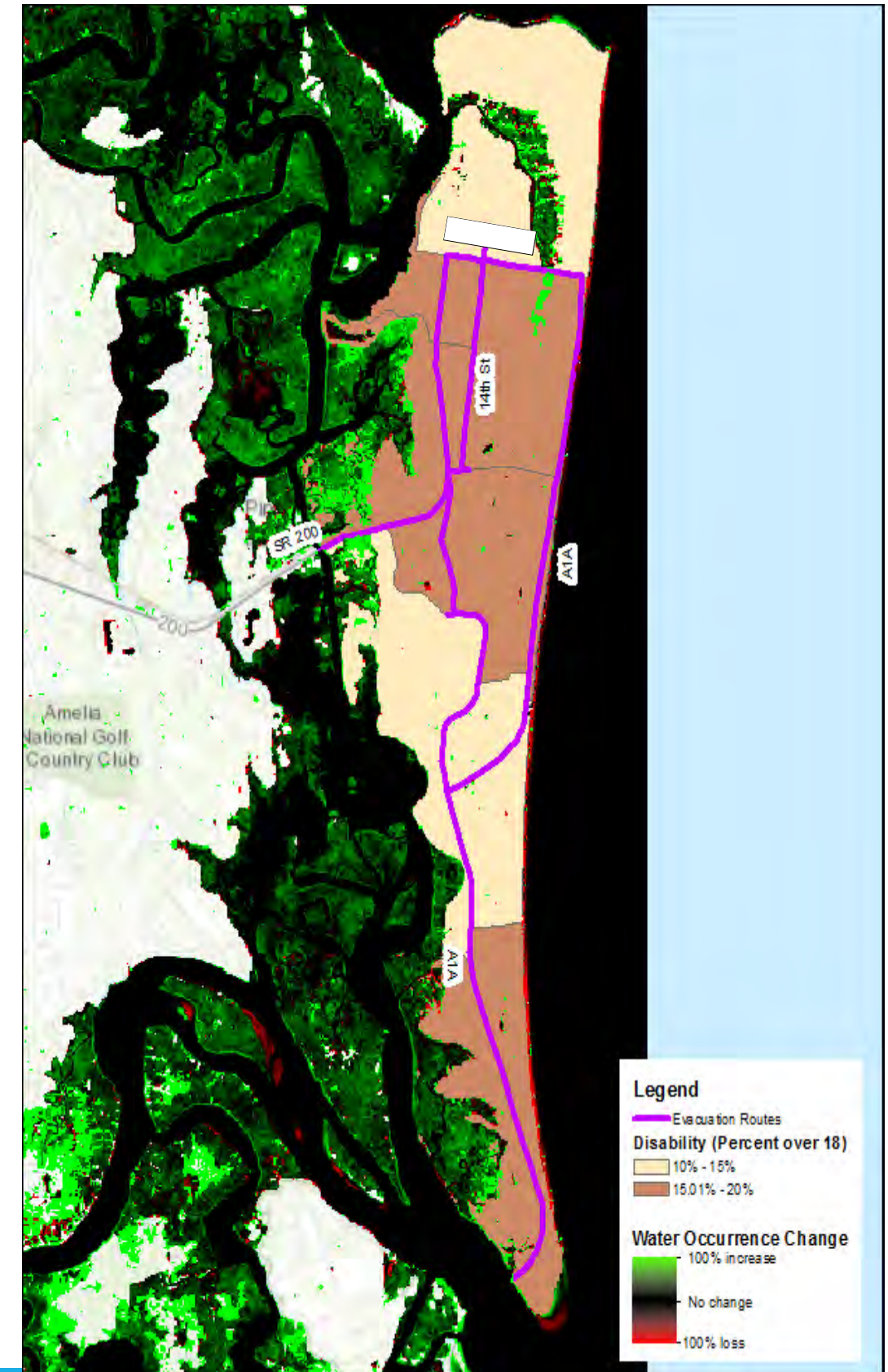
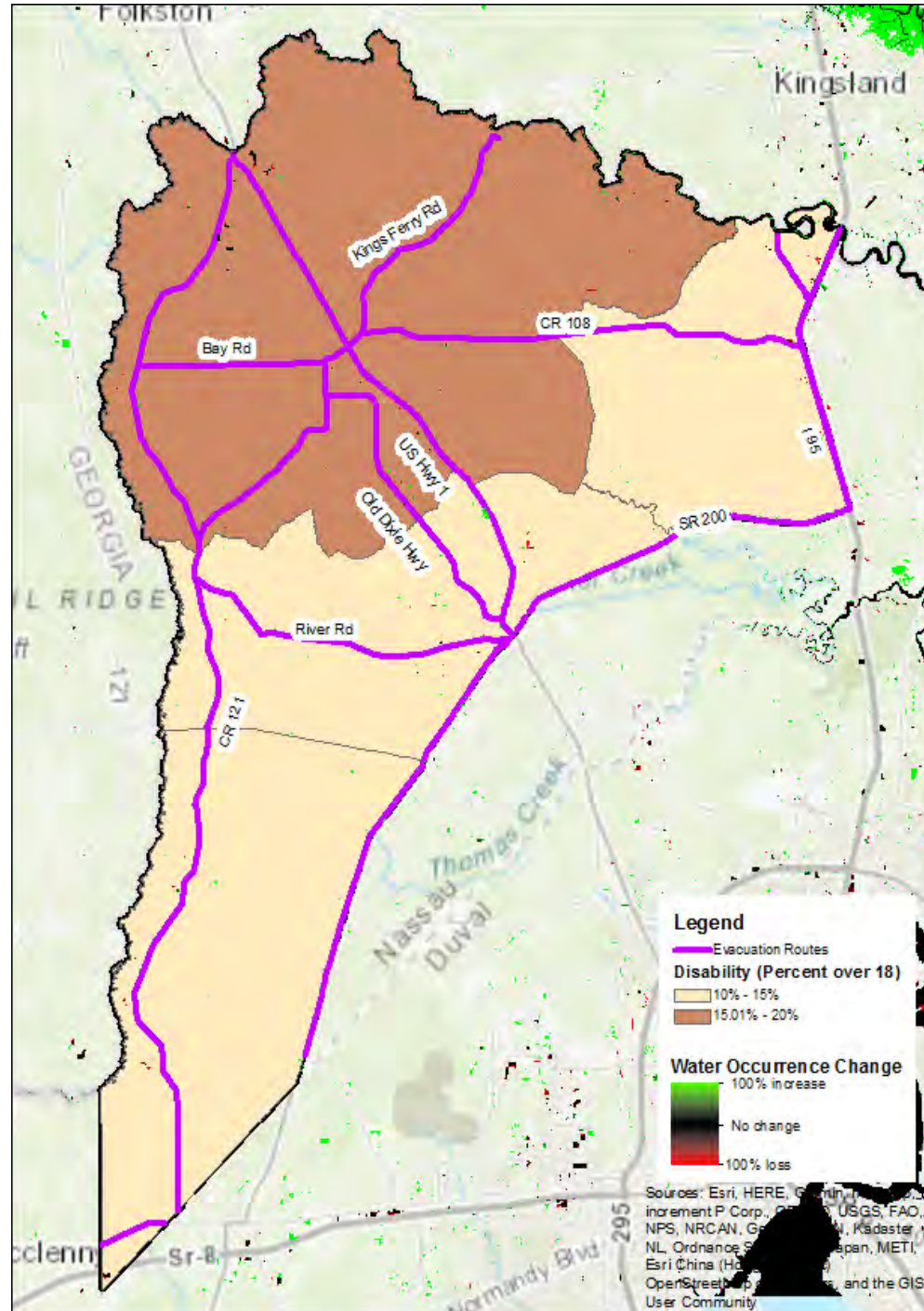
Higher income areas in the southern section of Amelia Island will be impacted even under a 1 ft. sea level rise scenario.



Series 10 Map 1. Percent of Disabled Non-institutionalized Population over 18 and Water Occurrence Change

Series 11 Map 1 shows the percent of non-institutionalized population with a disability over 18 years old. Non-institutionalized population refers to all U.S. civilians not residing in institutional group quarters facilities such as correctional institutions, juvenile facilities, skilled nursing facilities, and other long-term care living arrangements (U.S. Census Bureau).

The highest shares of affected populations are concentrated in three areas. The first is the south of Amelia Island (which also features higher shares of elderly and households with income 200% above the poverty threshold). Episodic flooding has increased mostly by the Intracoastal Waterway. The second area is the surroundings of City of Fernandina Beach, and the third area centers on Hilliard. In this latter area, however, there is little to no acreage affected by episodic events.

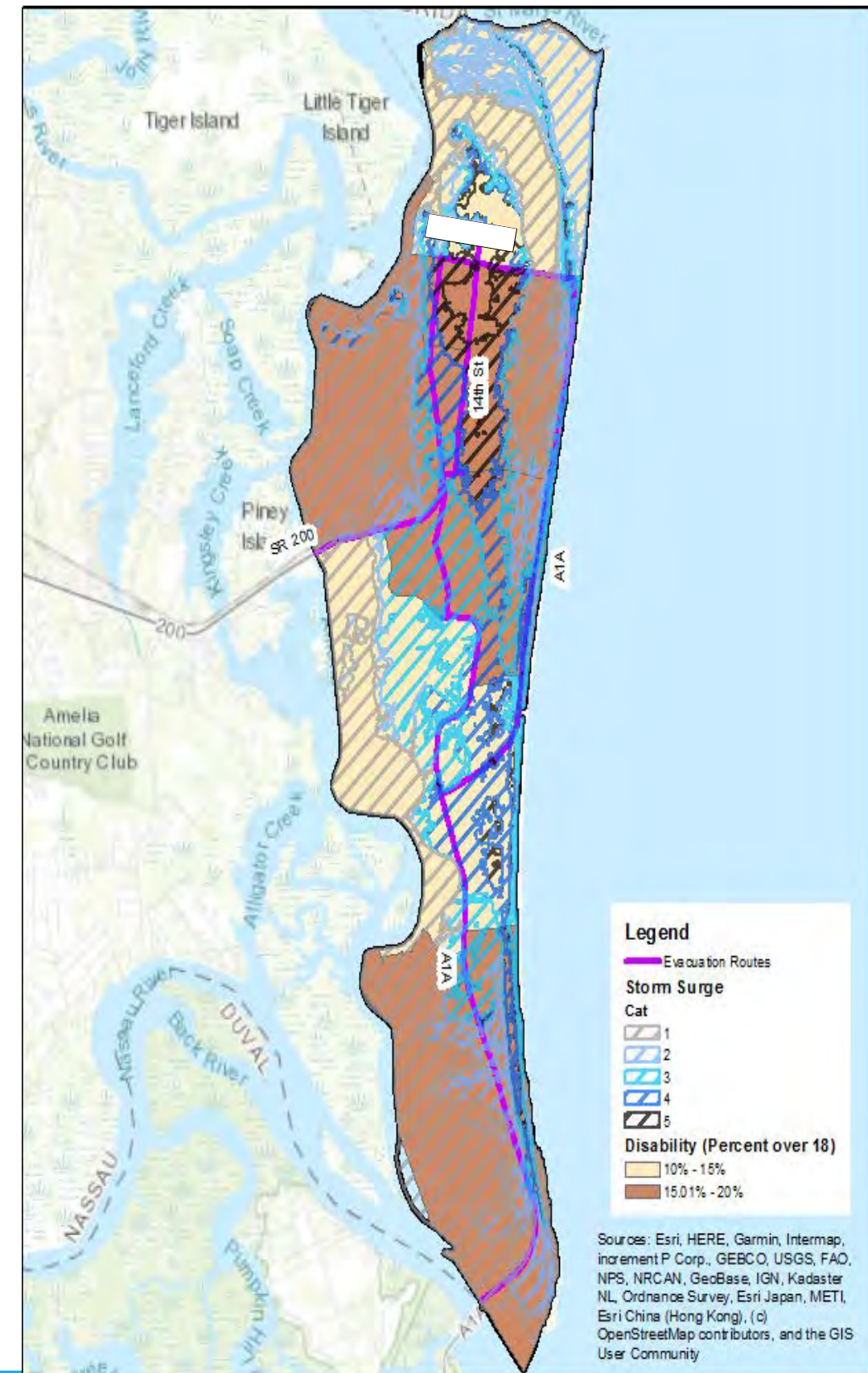
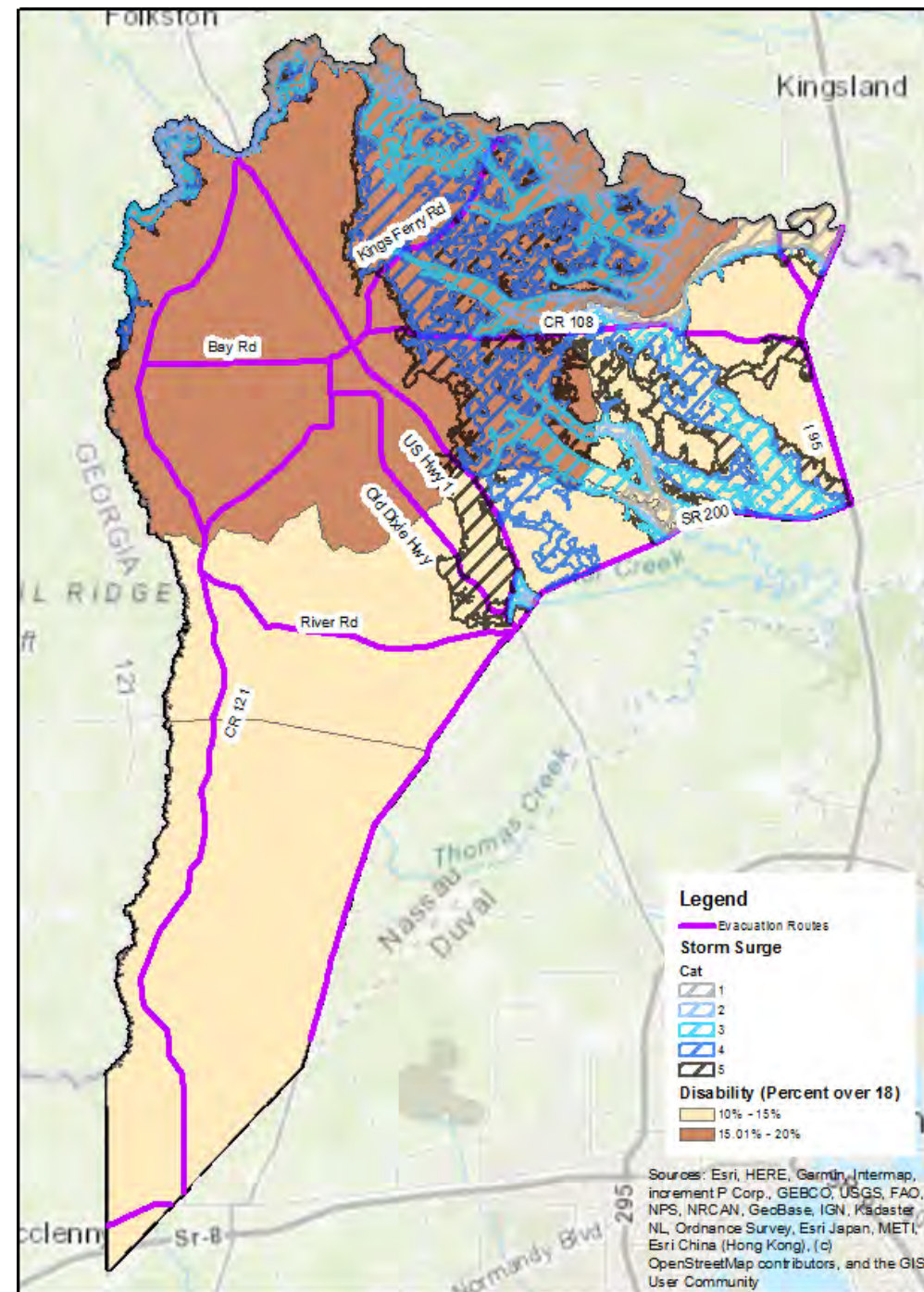


Series 10 Map 2. Percent of Disabled Non-Institutionalized Population over 18 and Storm Surge

To assess if the population with a disability is more exposed to event-driven flooding, the percent of non-institutionalized population with a disability was mapped against storm surge.

In the West, block groups with the highest percentages of disabled are northeast of Hilliard, where they would be impacted by a Category 3 or higher storm surge.

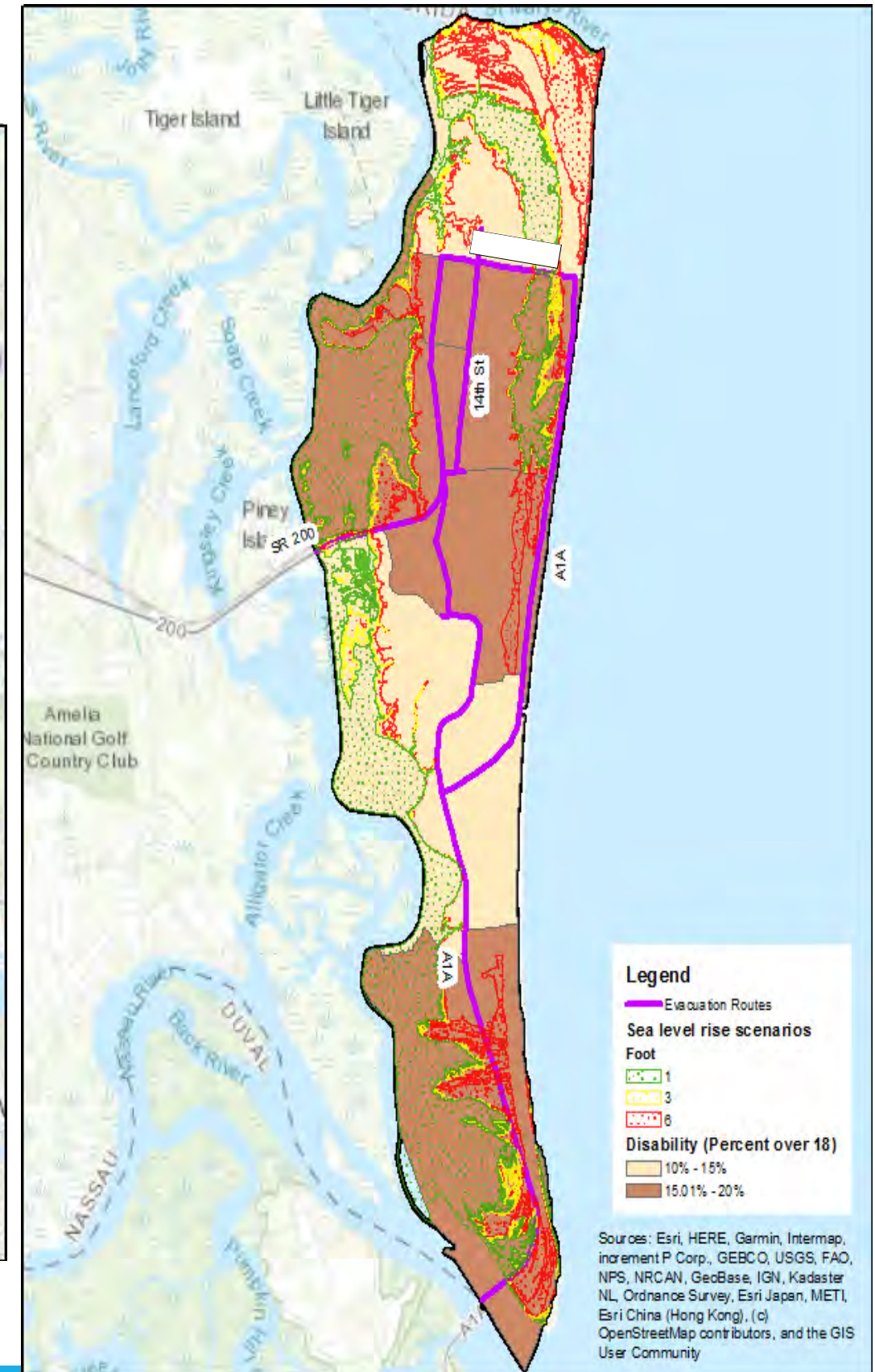
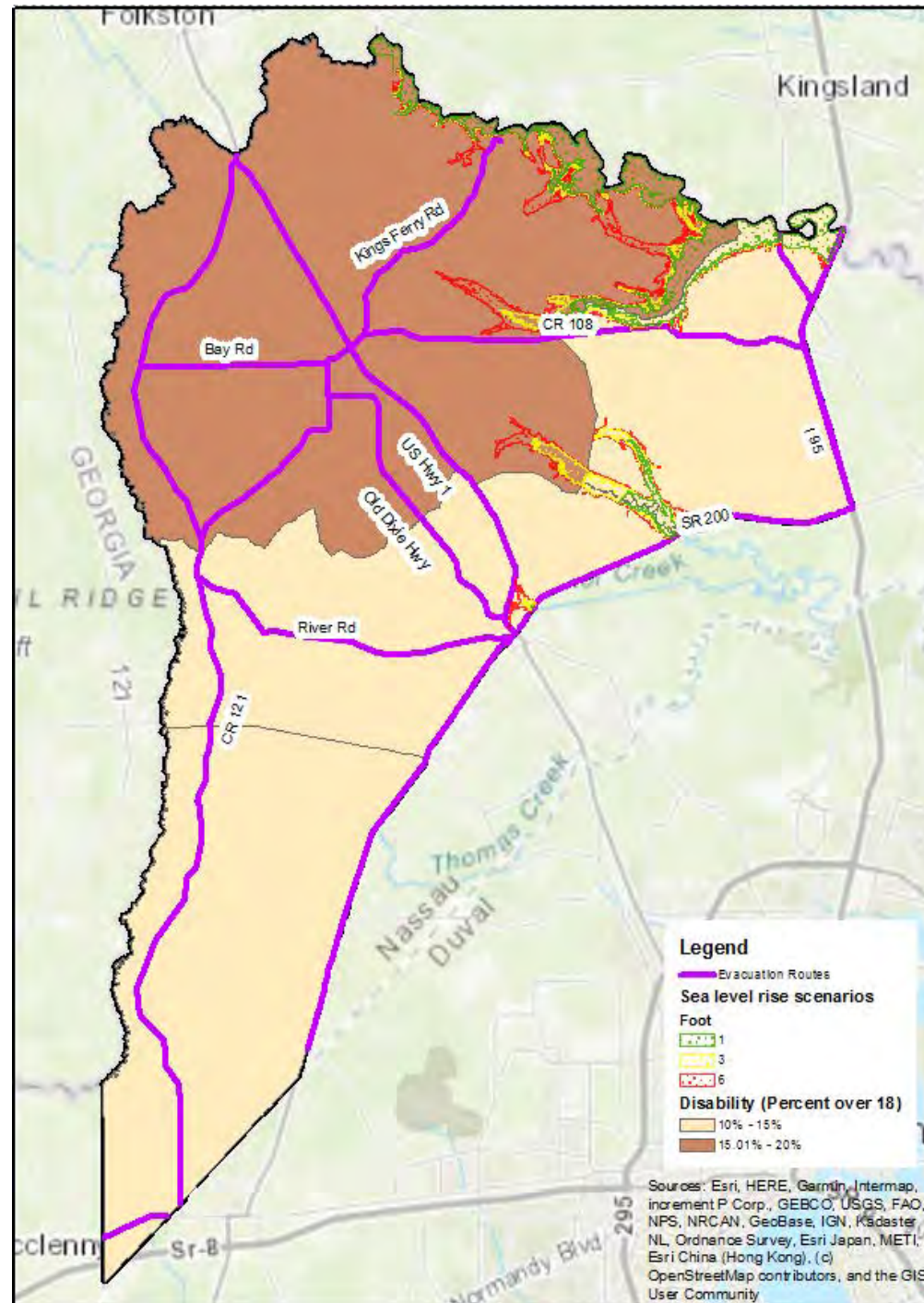
However, the non-institutionalized disabled population most impacted by storm surge is located on Amelia Island where this population would be impacted even by a Category 1 storm surge.



Series 10 Map 3. Percent of Non-Institutionalized Population over 18 and Projected Sea Level Rise

Similarly, to assess exposure of the disabled population to long-term sea level rise, the percent of non-institutionalized population with a disability was mapped against the three sea level rise scenarios.

In the West, those by the St. Mary's River are impacted by any sea level rise scenario. However, the most impacted disabled population by sea level rise is at the south end of Amelia Island, where even a 1 ft rise in sea level is expected to cause persistent flooding.

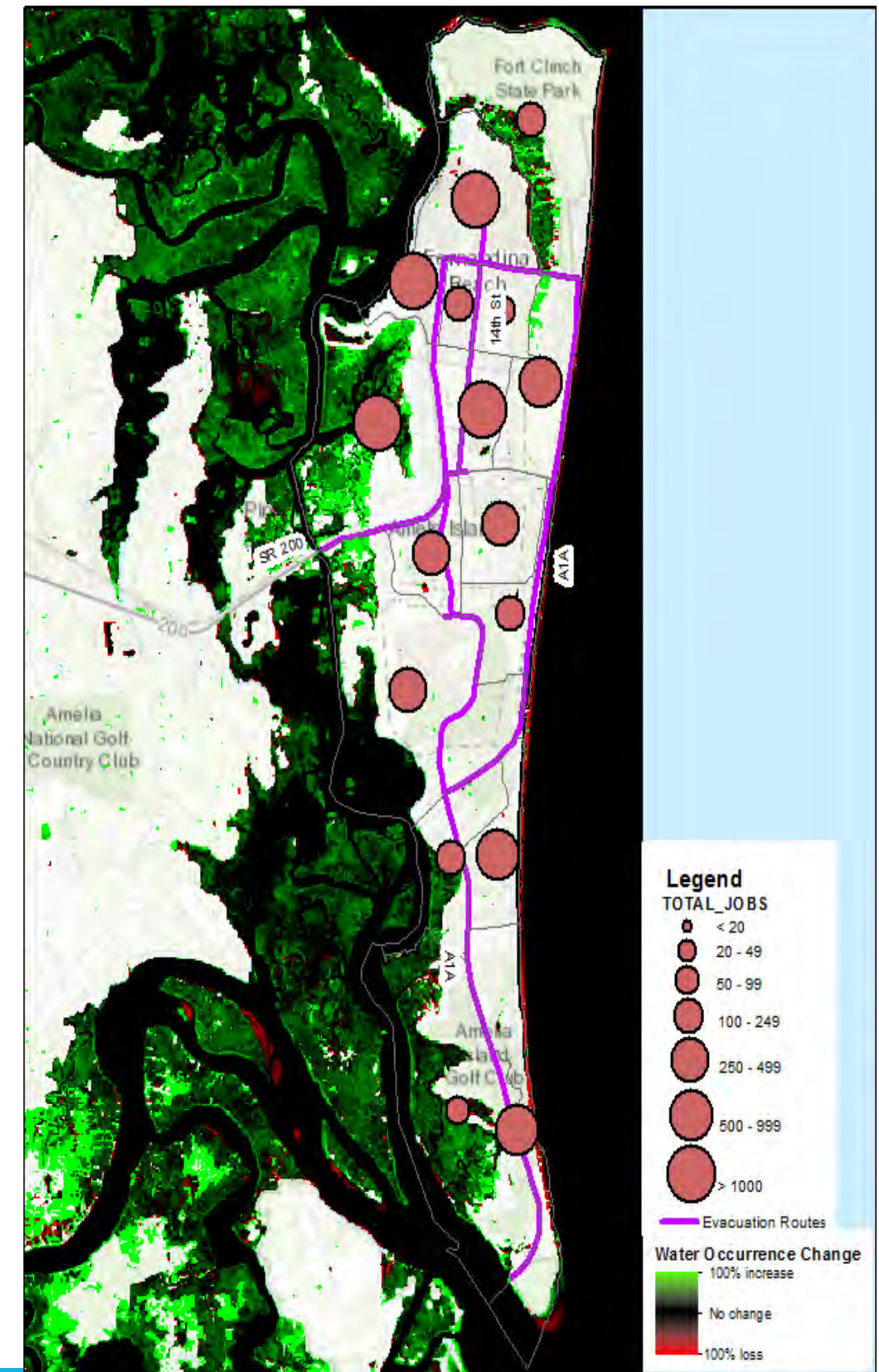
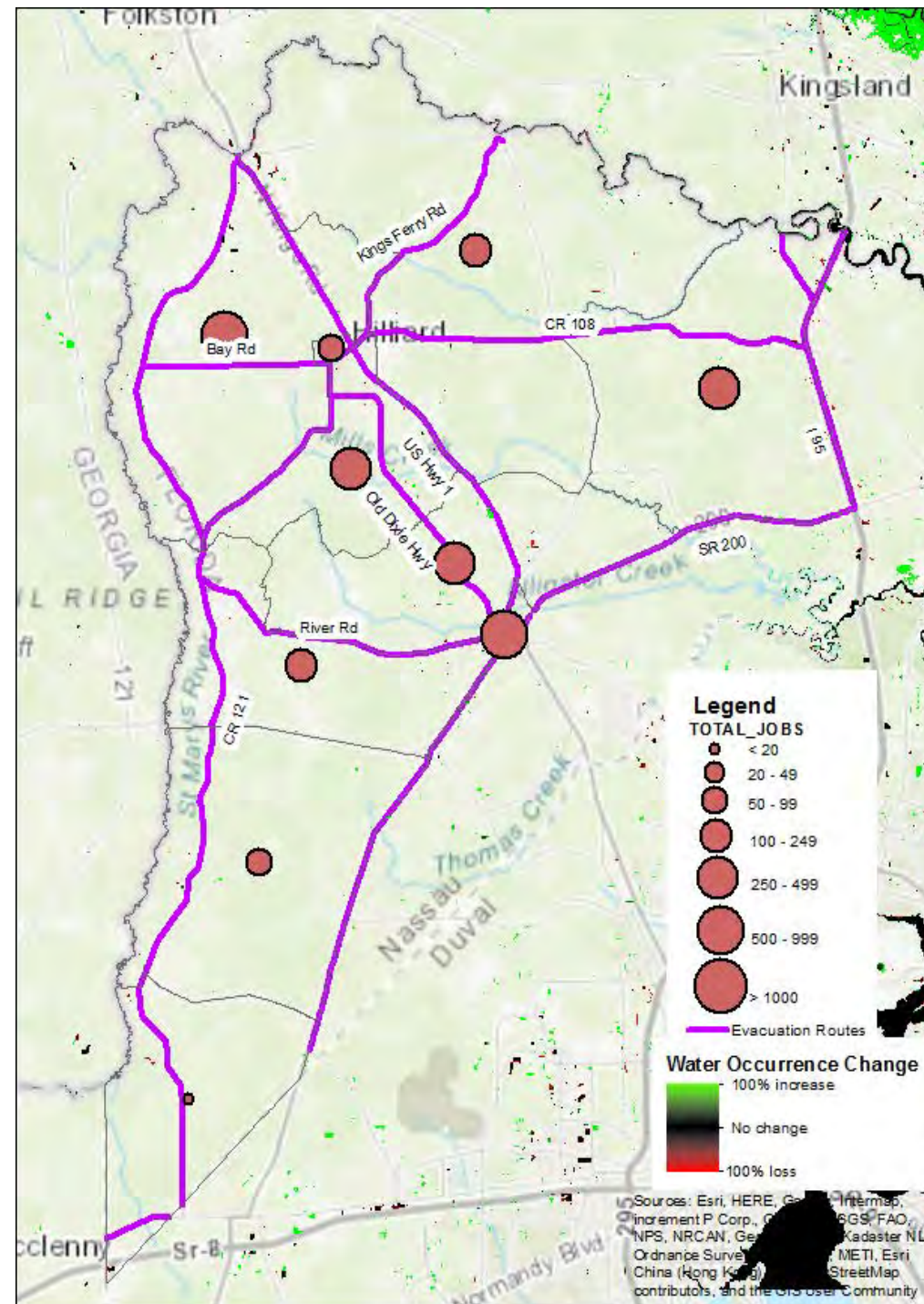


Series 11 Map 1. Employment Location by Block Group and Water Occurrence Change

Series 11 Maps illustrate the location of employment by block groups in 2015. These data include location of the workplace, but does not take into account the residences of workers (i.e., access to work is not addressed). The size of the dot indicates the relative number of reported workers in a block group. Additionally, the locations of the dots do not necessarily represent where employment is concentrated within that particular block group.

In the West, the largest employment center is in Callahan and there have been limited impacts due to increased episodic events.

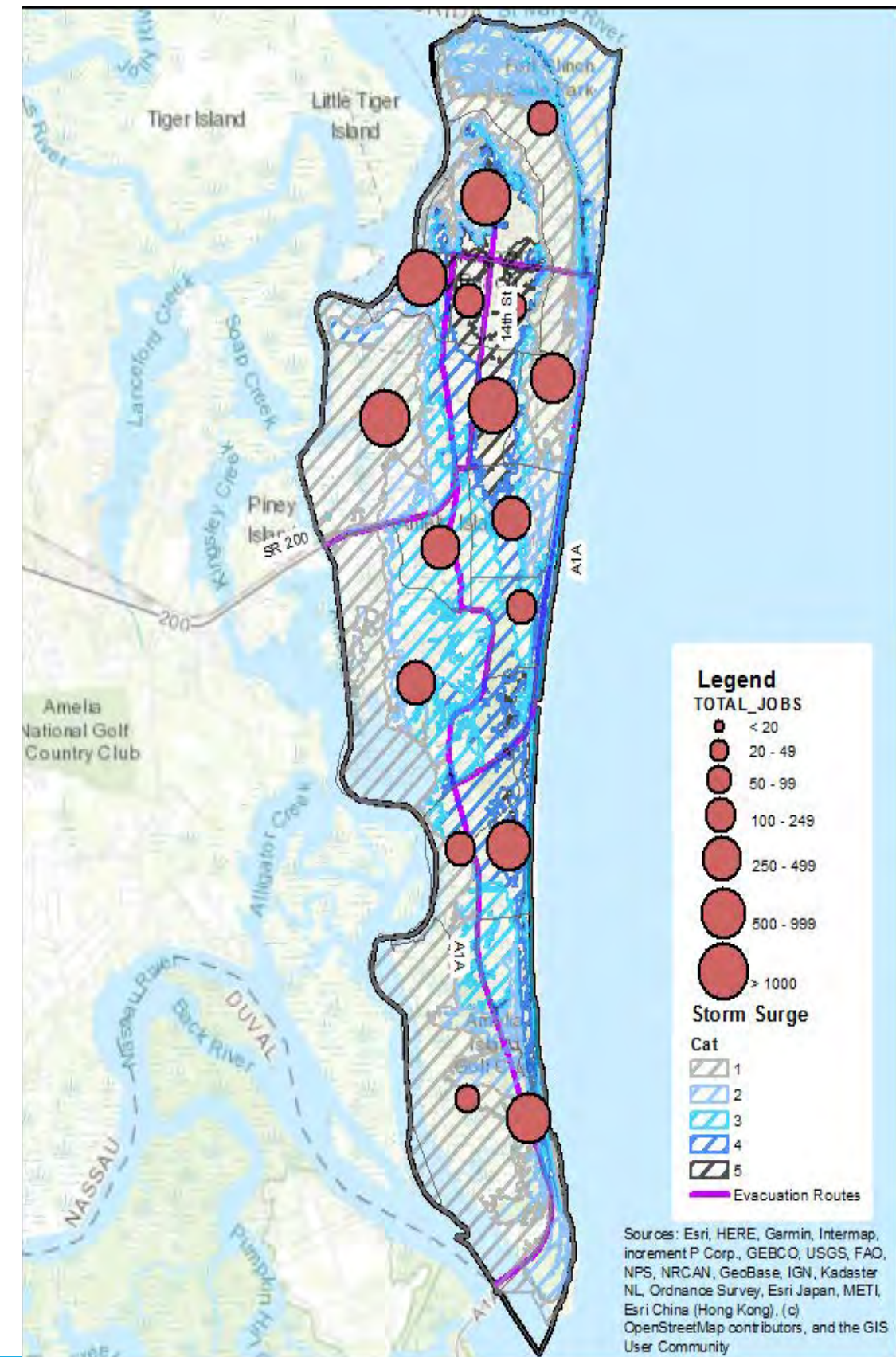
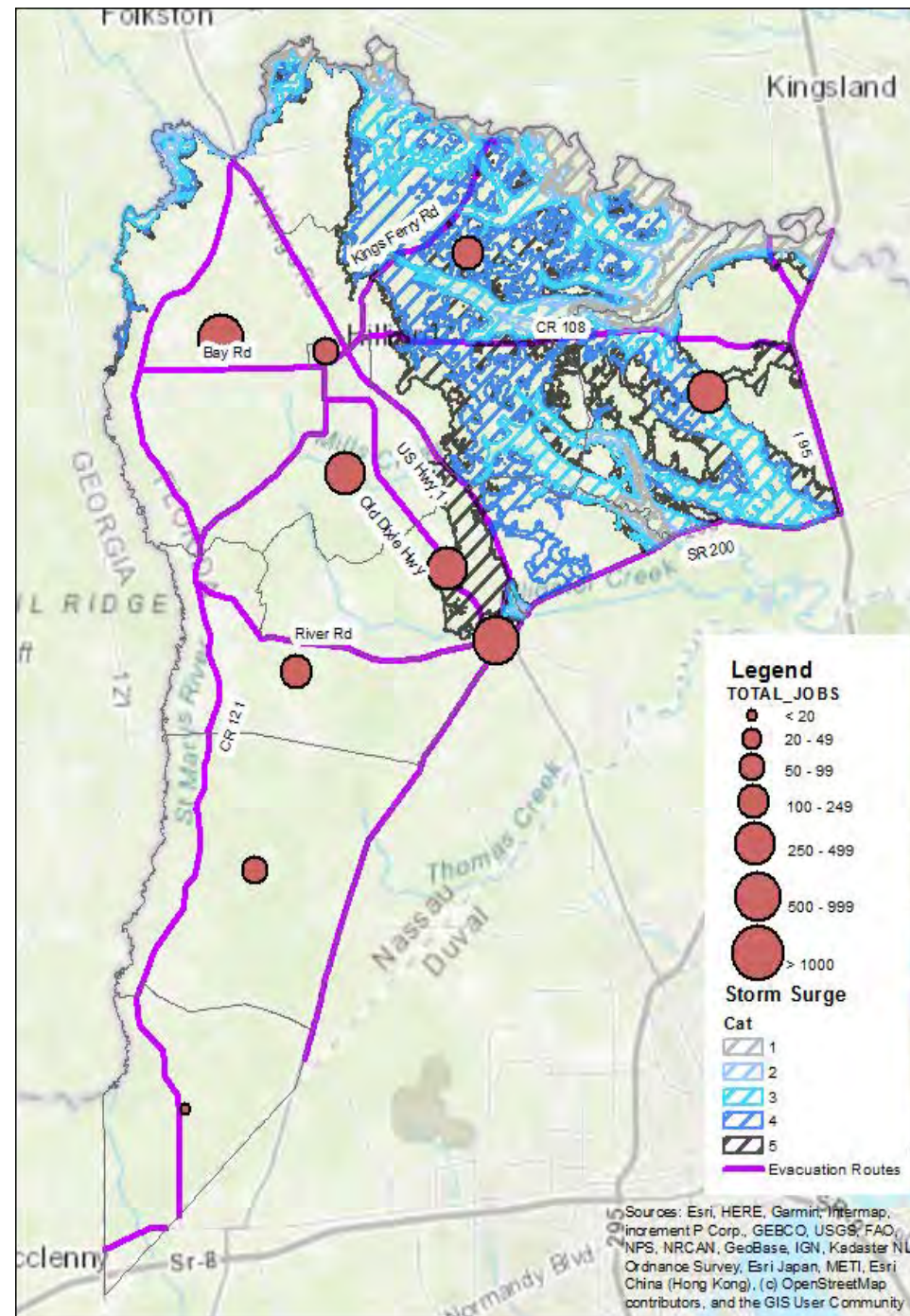
On Amelia Island, employment centers are concentrated towards the northern portion of the island which includes paper mills, the marina, the historic district of Fernandina Beach. Those closer to the Intracoastal Waterway have been more impacted by episodic events.



Series 11 Map 2. Employment Location by Block Group and Storm Surge

In contrast, Series 11 Map 2 evaluates how employment would be affected by storm surge. In the West area, the largest employment is found near Callahan, which would not have many impacts until a Category 3 storm surge.

In Amelia Island, the largest employment is in block groups near the City of Fernandina Beach. Coastal block groups would be impacted by a Category 1 storm surge, while those block groups located towards the interior of the islands would be inundated by surges accompanying stronger storms.

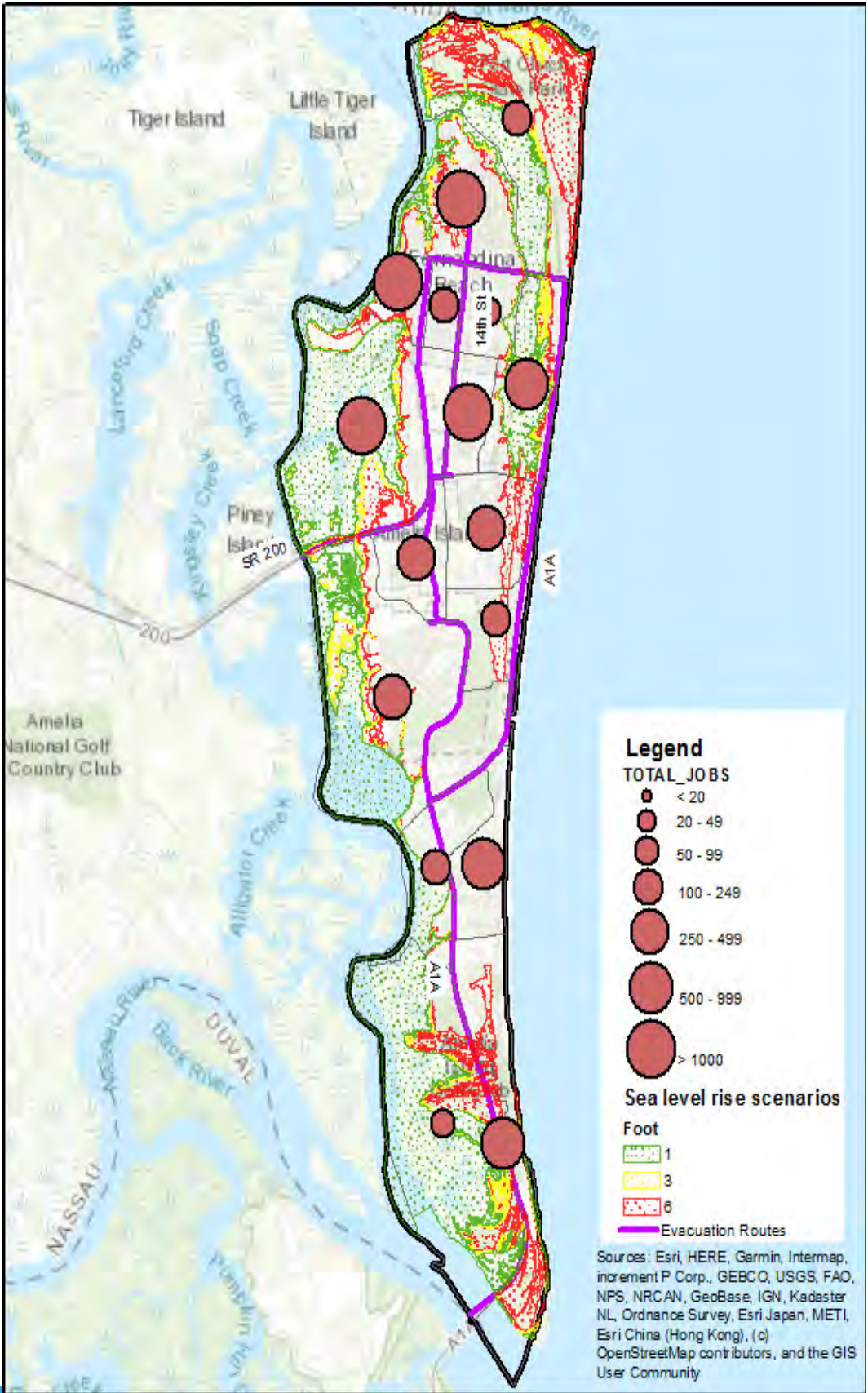
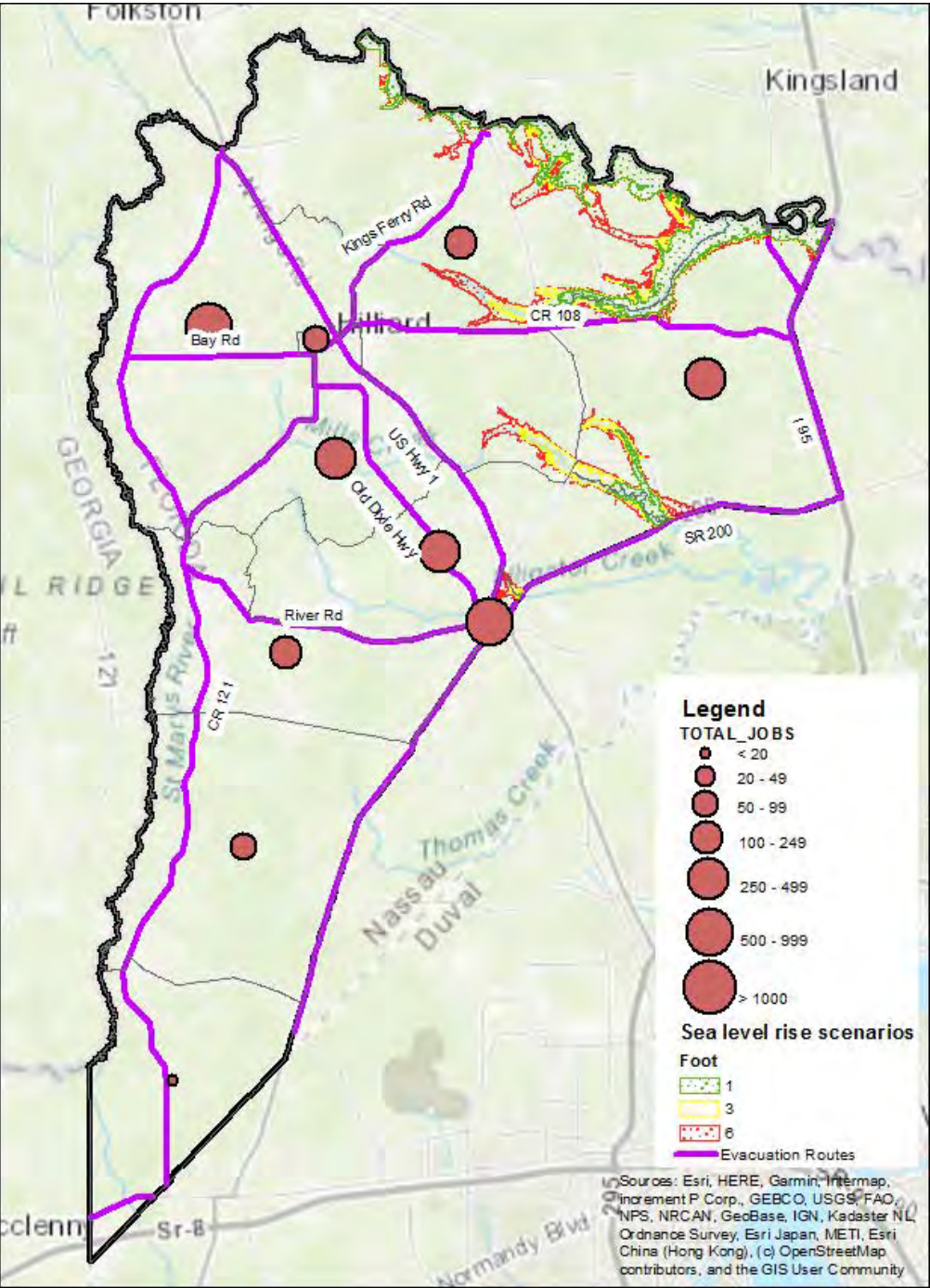


Series 11 Map 3. Employment Location by Block Group and Projected Sea Level Rise

Similarly, Series 11 Map 3 illustrates the concentrations of employment with respect to sea level rise.

In the West, the largest employment is near Callahan, where there is minimal sea level rise.

Coastal areas on Amelia Island are the most affected by any sea level rise scenario.

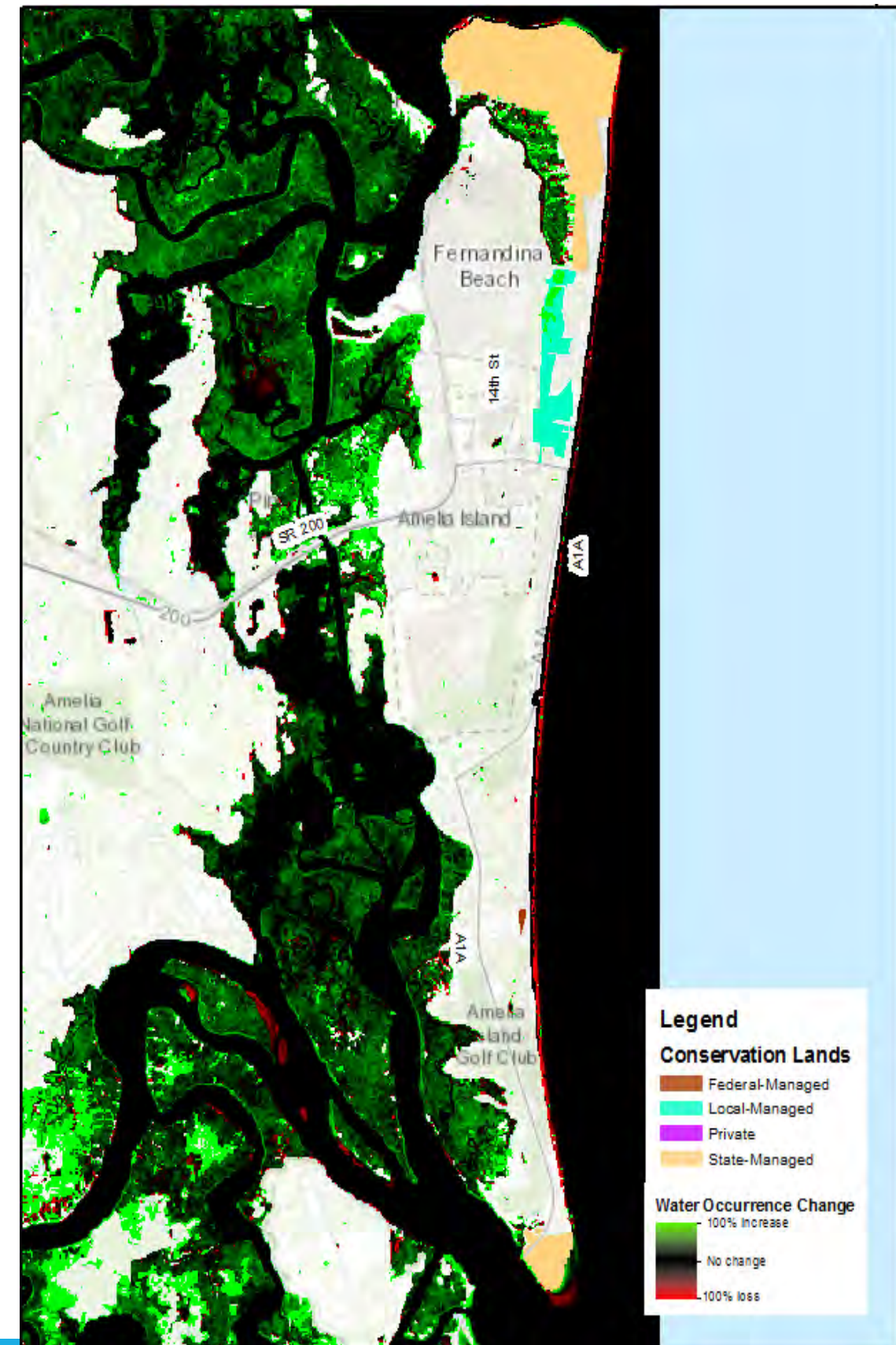
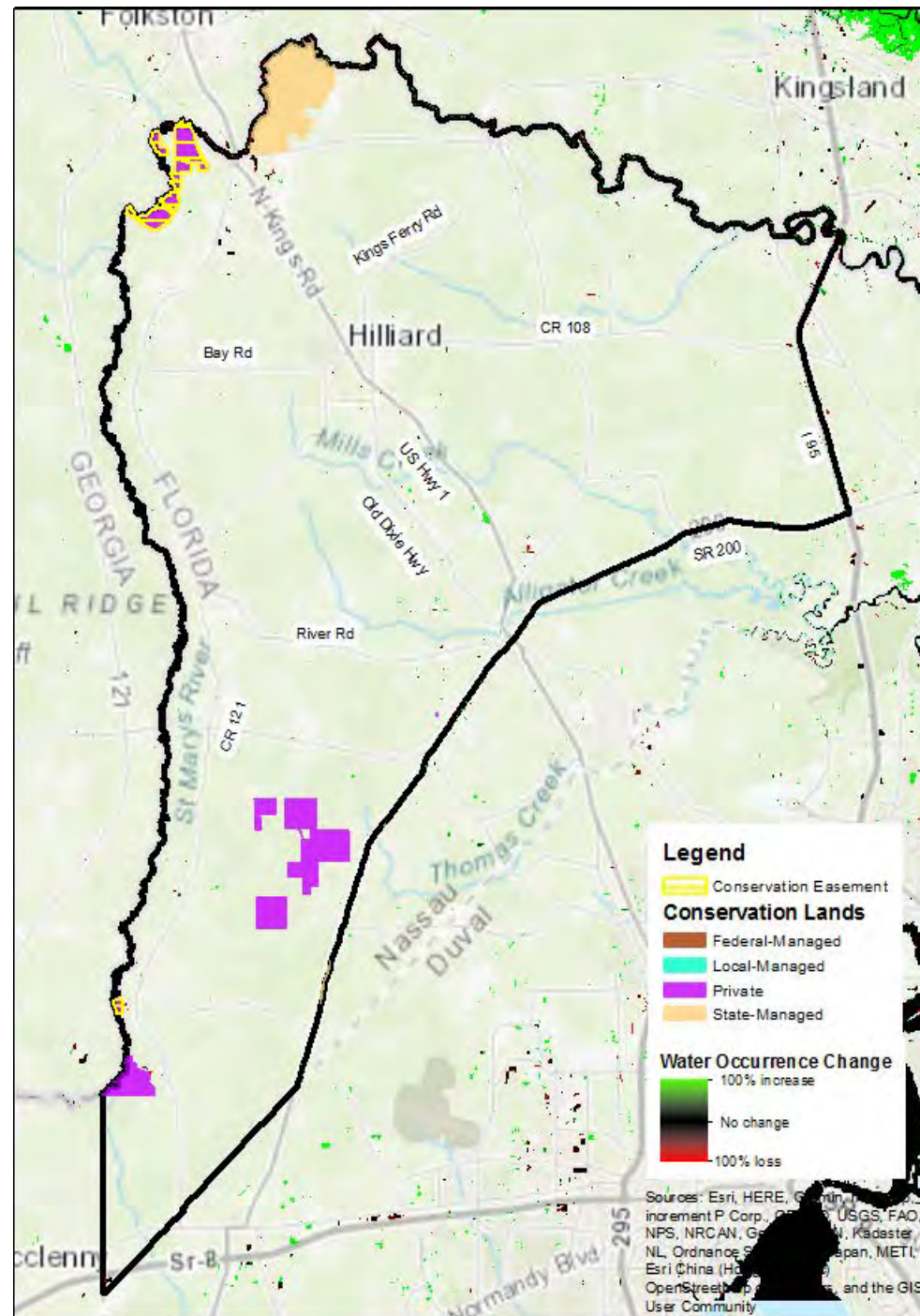


Series 12 Map 1. Conservation Lands and Water Occurrence Change

The Florida Natural Areas Inventory (FNAI) tracks areas managed by federal, state, local and private agencies for conservation. Series 12 Map 1 shows these existing state and privately managed conservation lands in the context of increased water frequency.

There are approximately 12,000 and 22,000 acres of such managed lands on Amelia Island and in the West, respectively.

According to FNAI and the Natural Resources Conservation Service (NRCS), the West area includes the St. Mary's River Ranch Conservation Easements.

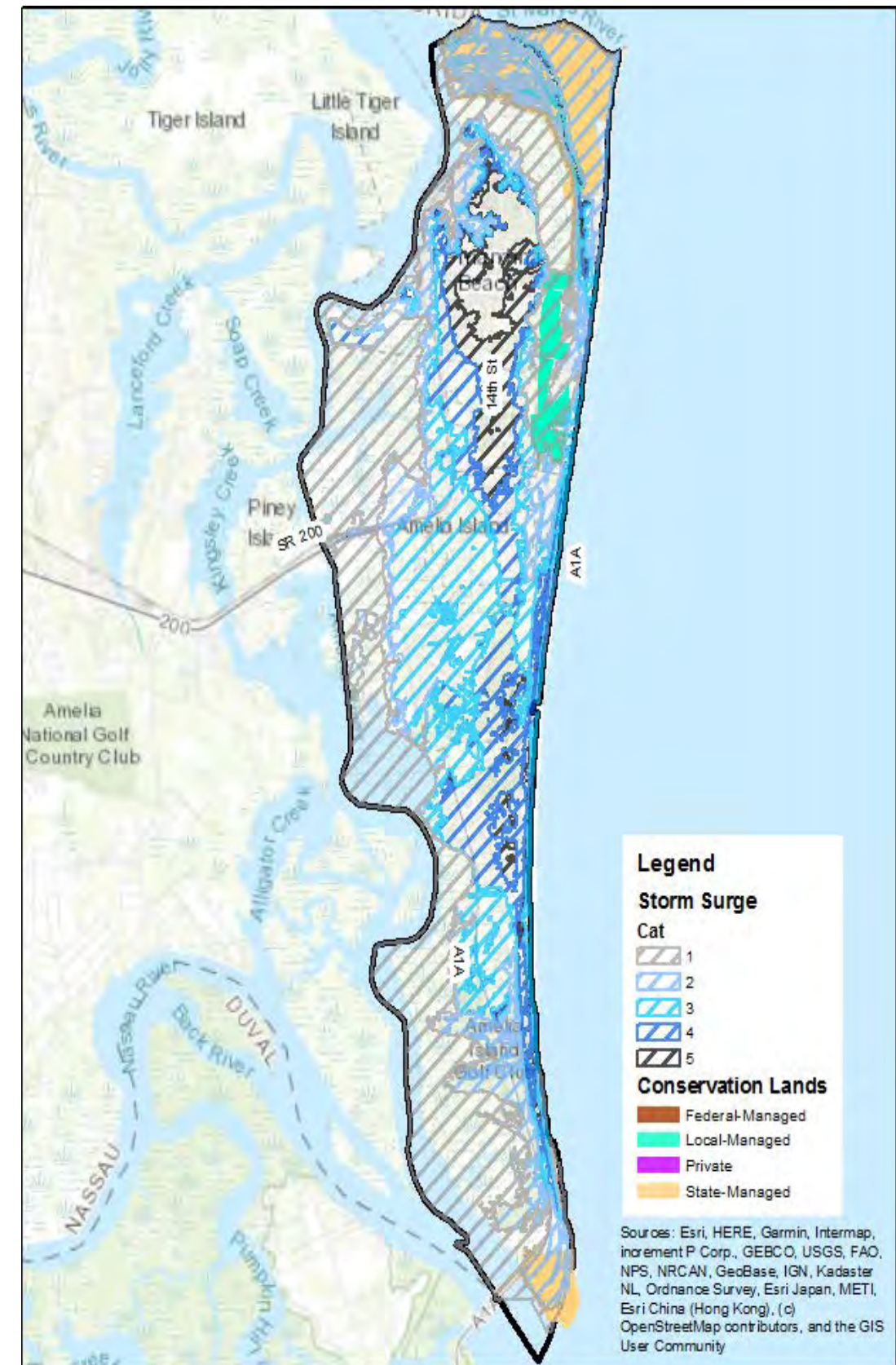
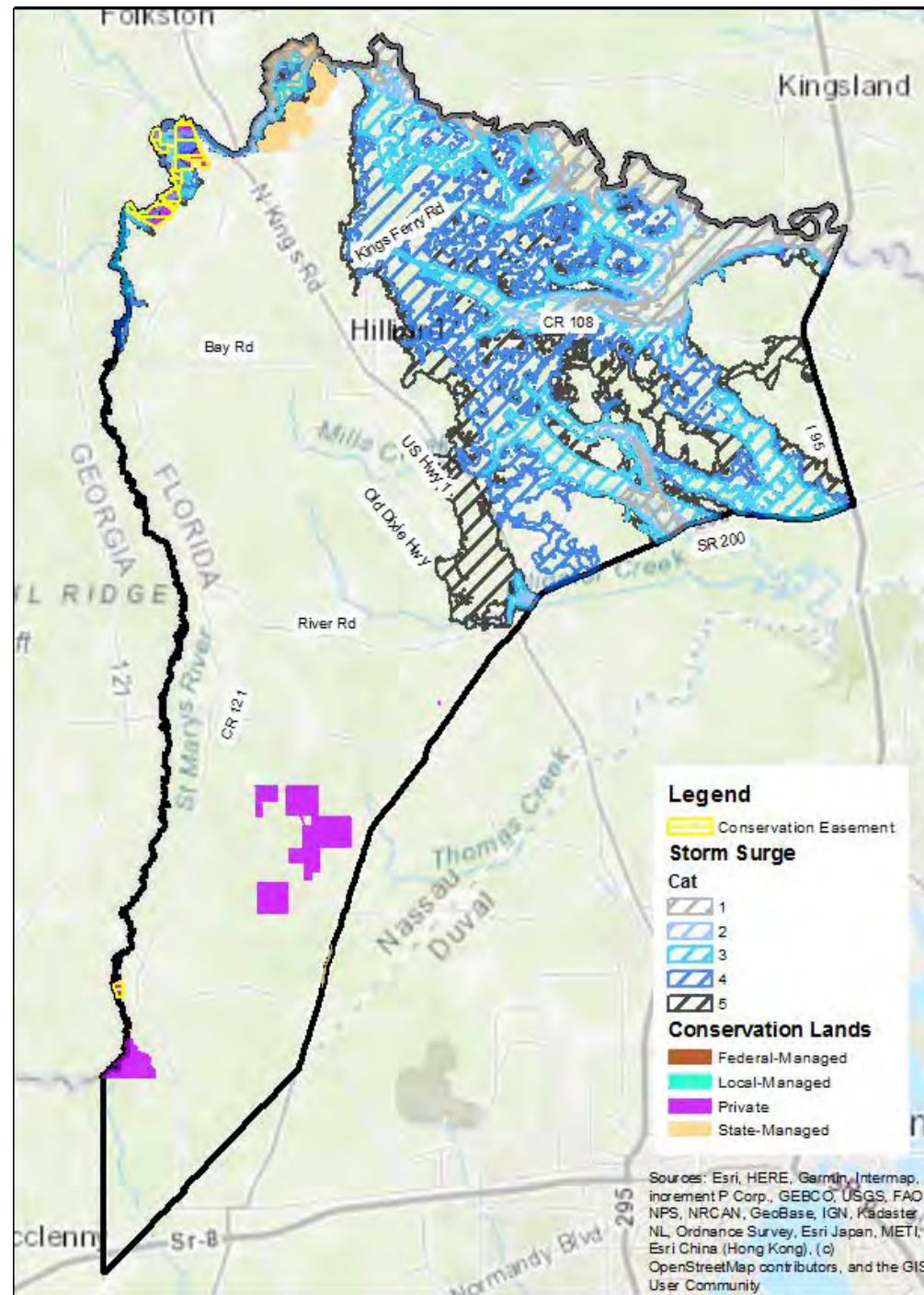


Series 12 Map 2. Conservation Lands and Storm Surge

Series 12 Map 2 shows existing conservation lands in the context of storm surge zones. With the exception of the conservation lands that are in the southwest portion of the West study area, all of the conservation lands are within potential storm surge.

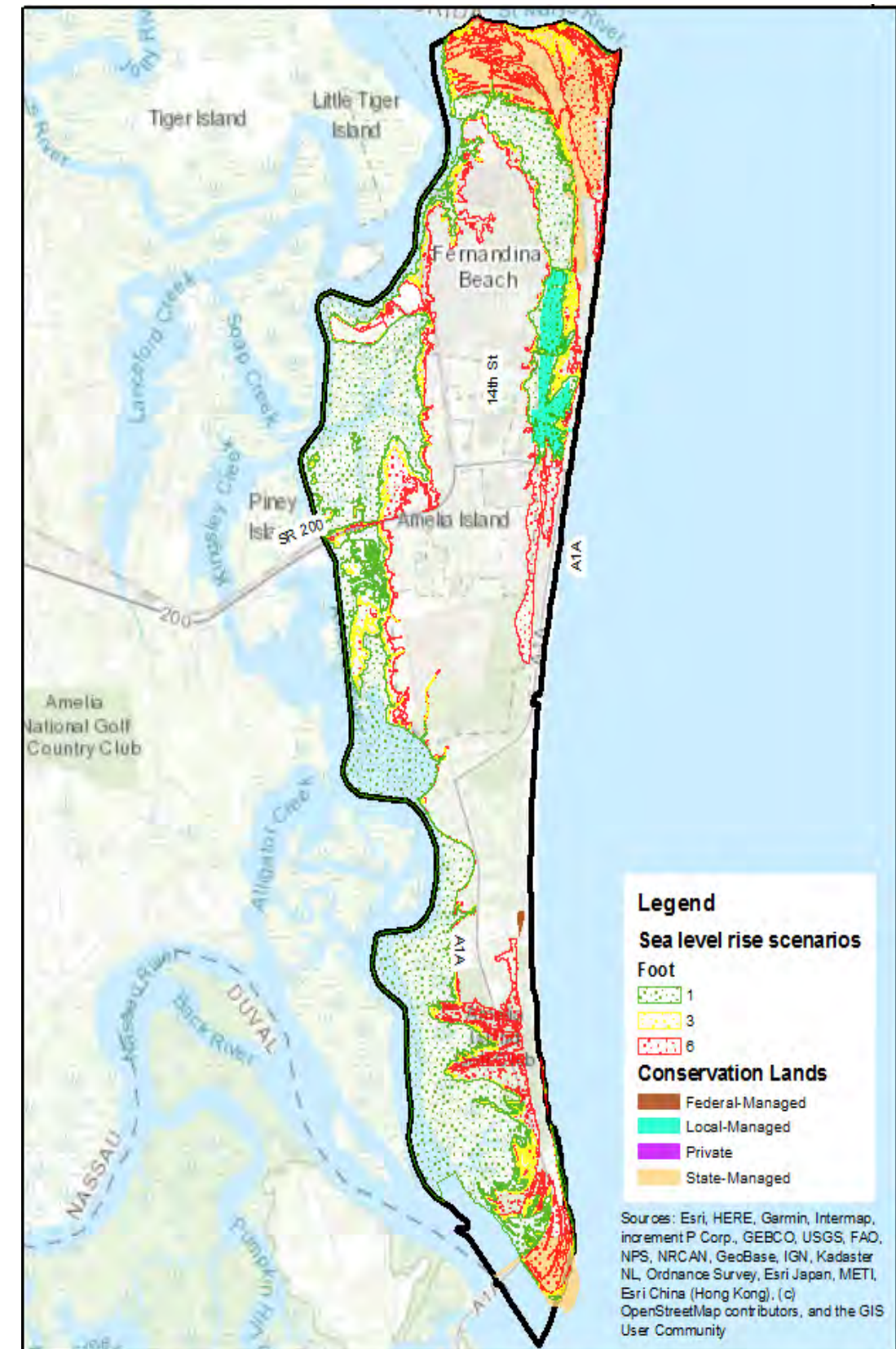
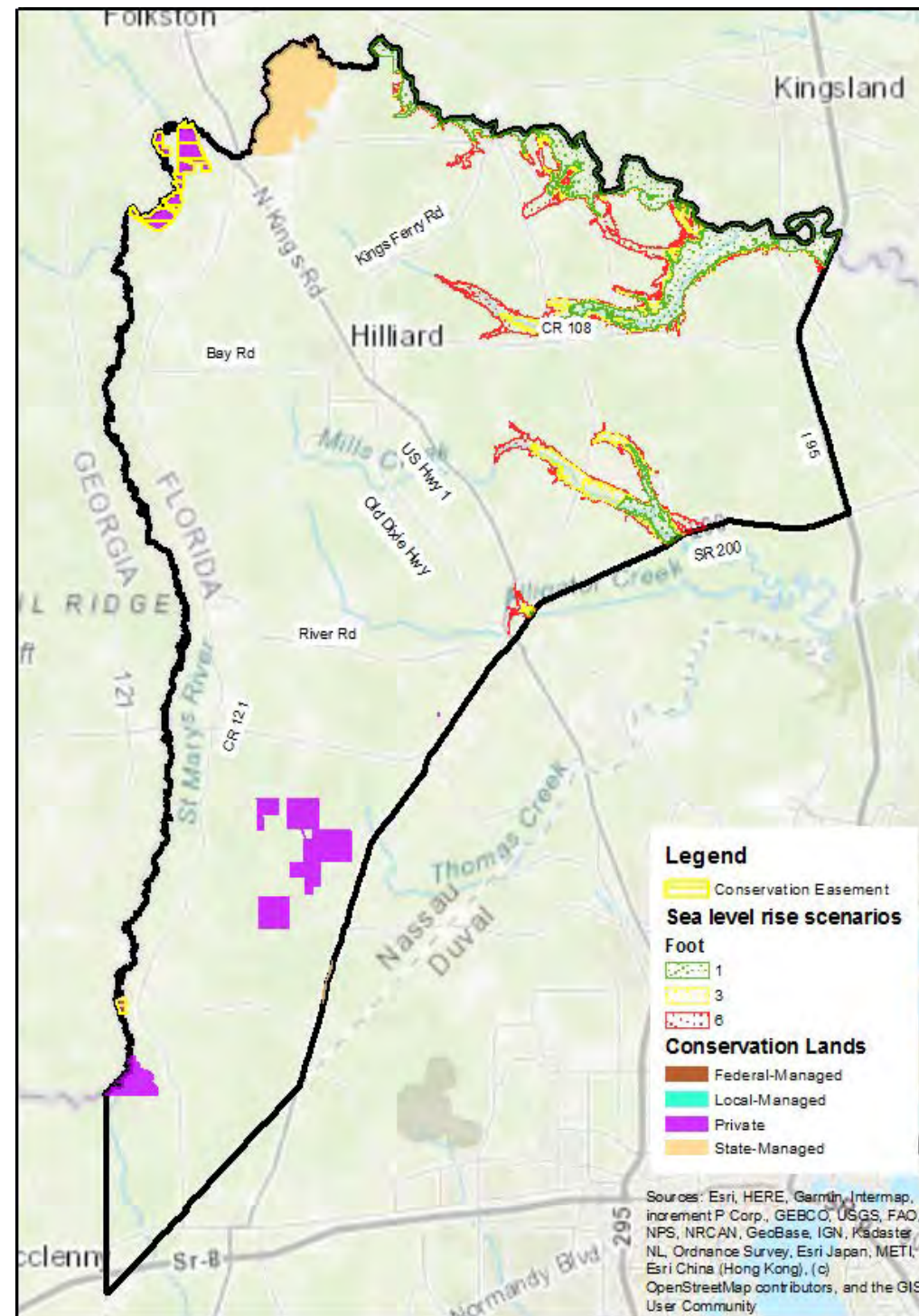
In the West, these include publicly owned properties along the St Marys River. [White Oak Plantation is addressed separately below.]

On Amelia Island, Ft Clinch State Park and the Egans Creek Greenway, both in the northeast side of the island, would be affected.



Series 12 Map 3. Conservation Lands and Projected Sea Level Rise

Series 12 Map 3 shows existing conservation lands in the context of projected sea level rise. While all conservation lands on Amelia Island overlap even a 1 ft. sea level rise, none of the lands in the West overlap with sea level rise projections.

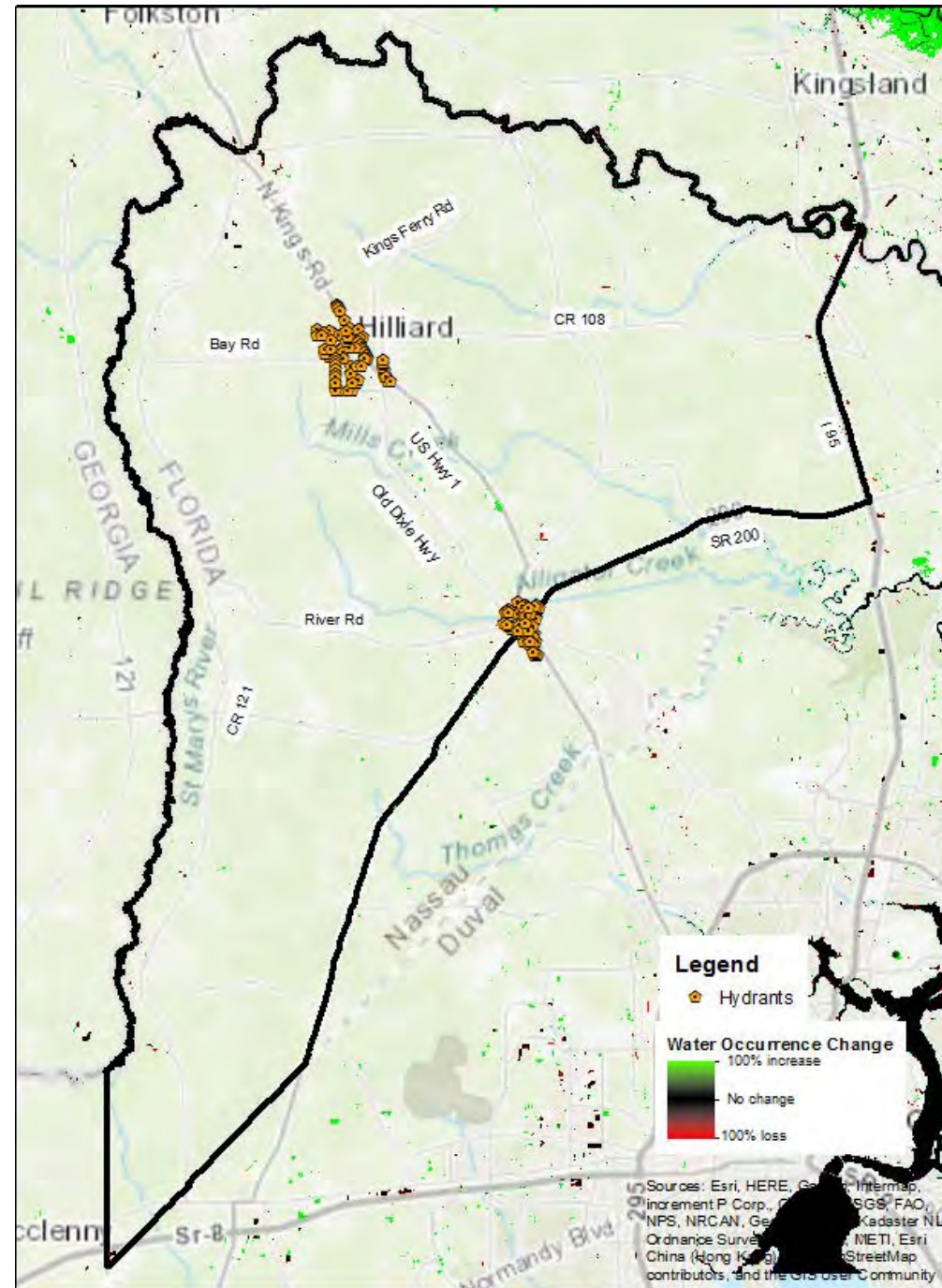


Series 13 Map 1. Critical Infrastructure: Hydrants and Water Occurrence Change

Series 13 Map 1 presents assessment of the County's critical infrastructure as it shows existing hydrants (i.e., potable water mains) in the context of water frequency changes.

Hydrants are evaluated because they may represent risks to availability of potable water in the event of vulnerability to the scenarios assessed in this study.

No hydrants in the West are within areas of increased water frequency. On Amelia Island, hydrants closer to the Intracoastal Waterway are more exposed to increased water frequency.

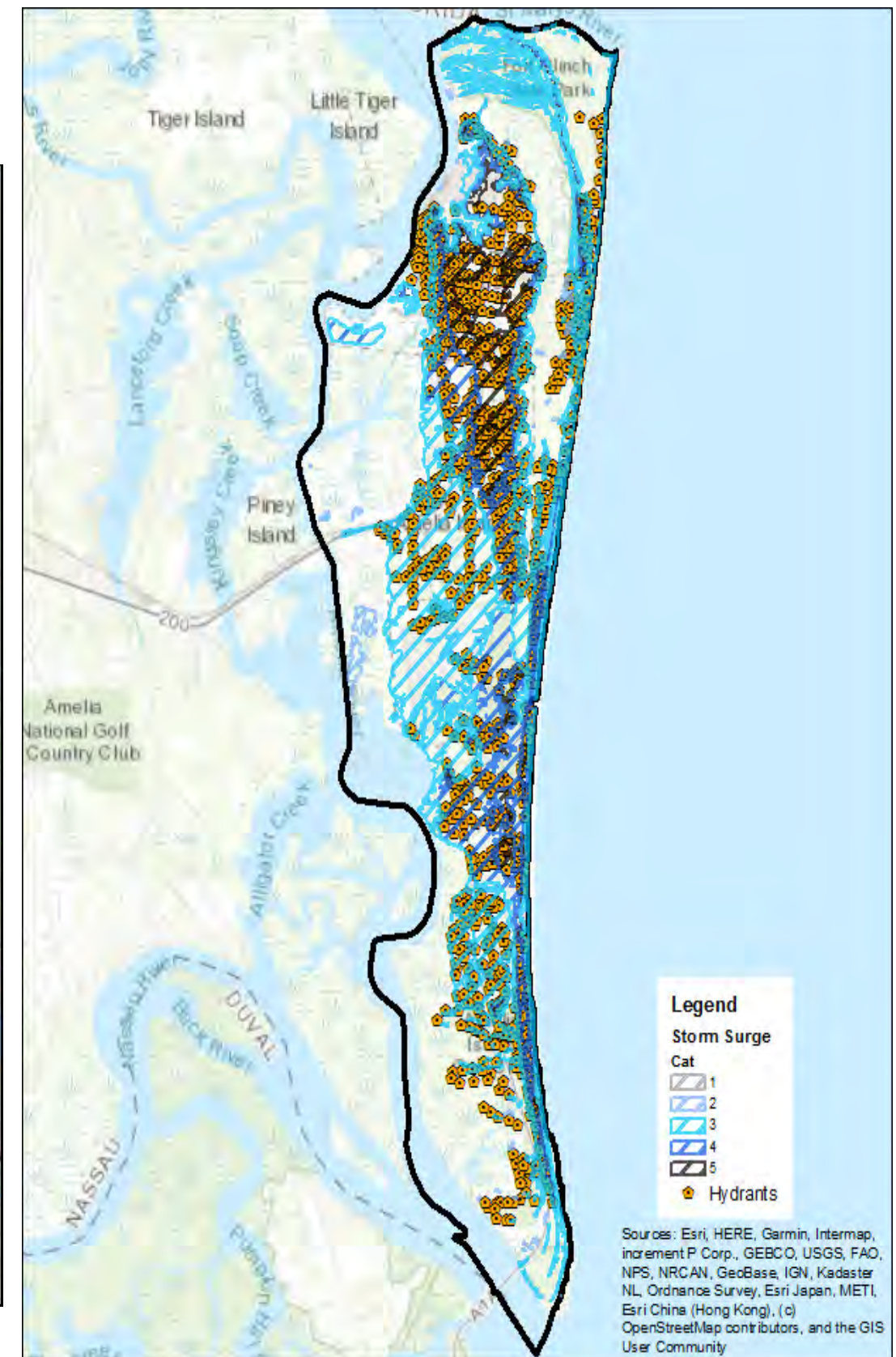
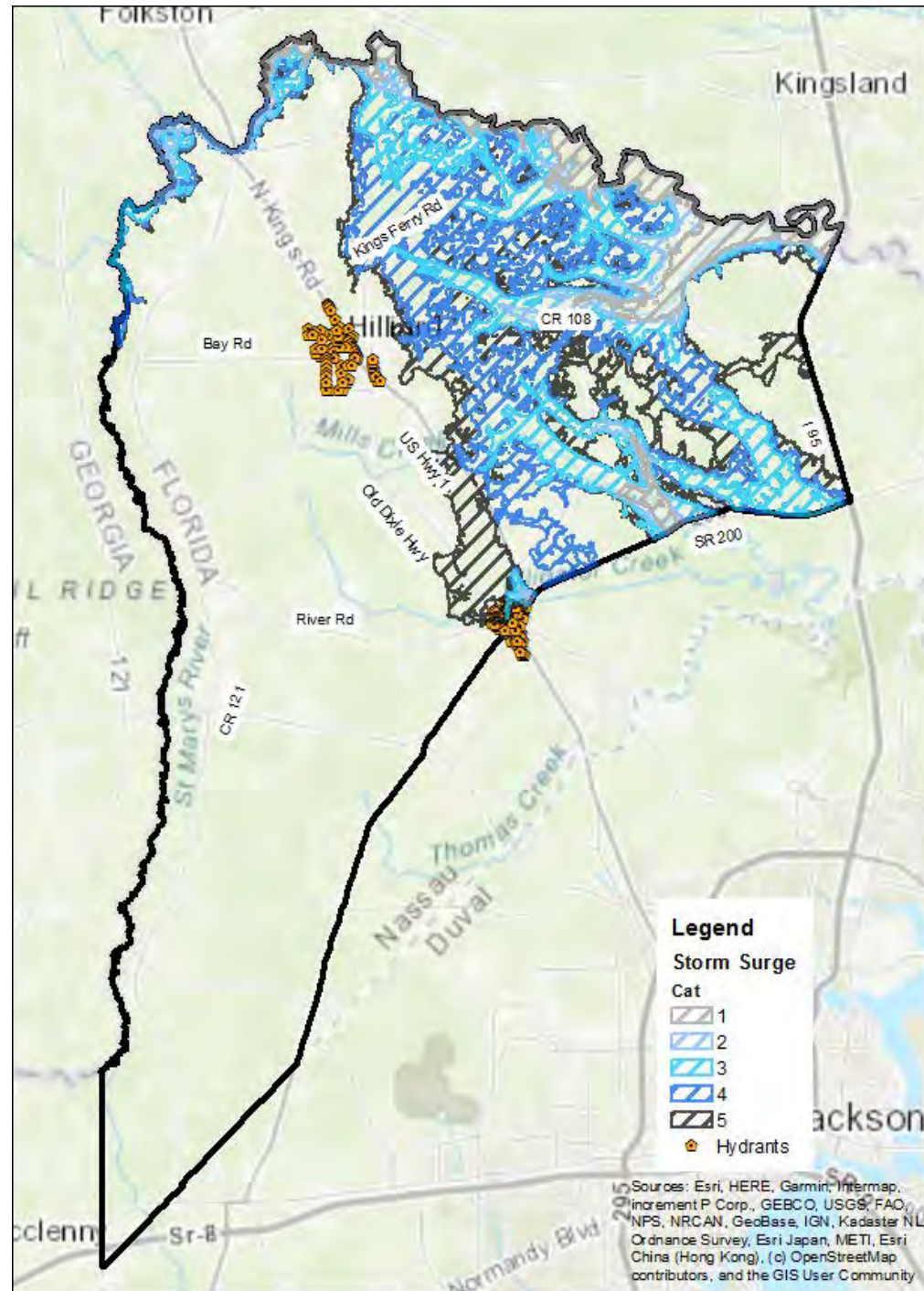


Series 13 Map 2. Critical Infrastructure: Hydrants and Storm Surge

Series 13 Map 2 shows existing hydrants in the context of storm surge zones.

In the West, none of the hydrants in Hilliard are within the zone of any storm surge category. Near Callahan, about 8% are within a Category 5 storm surge.

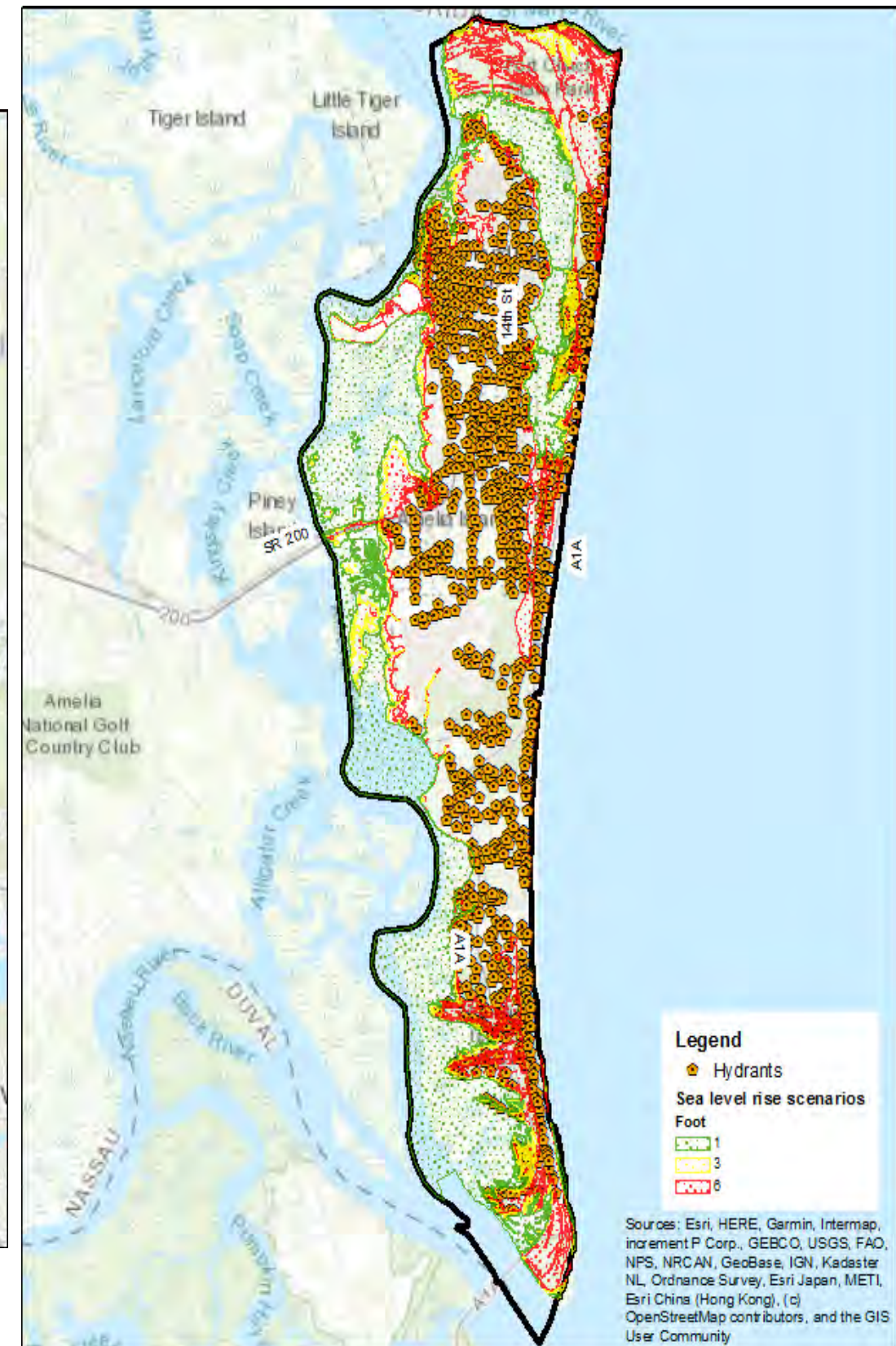
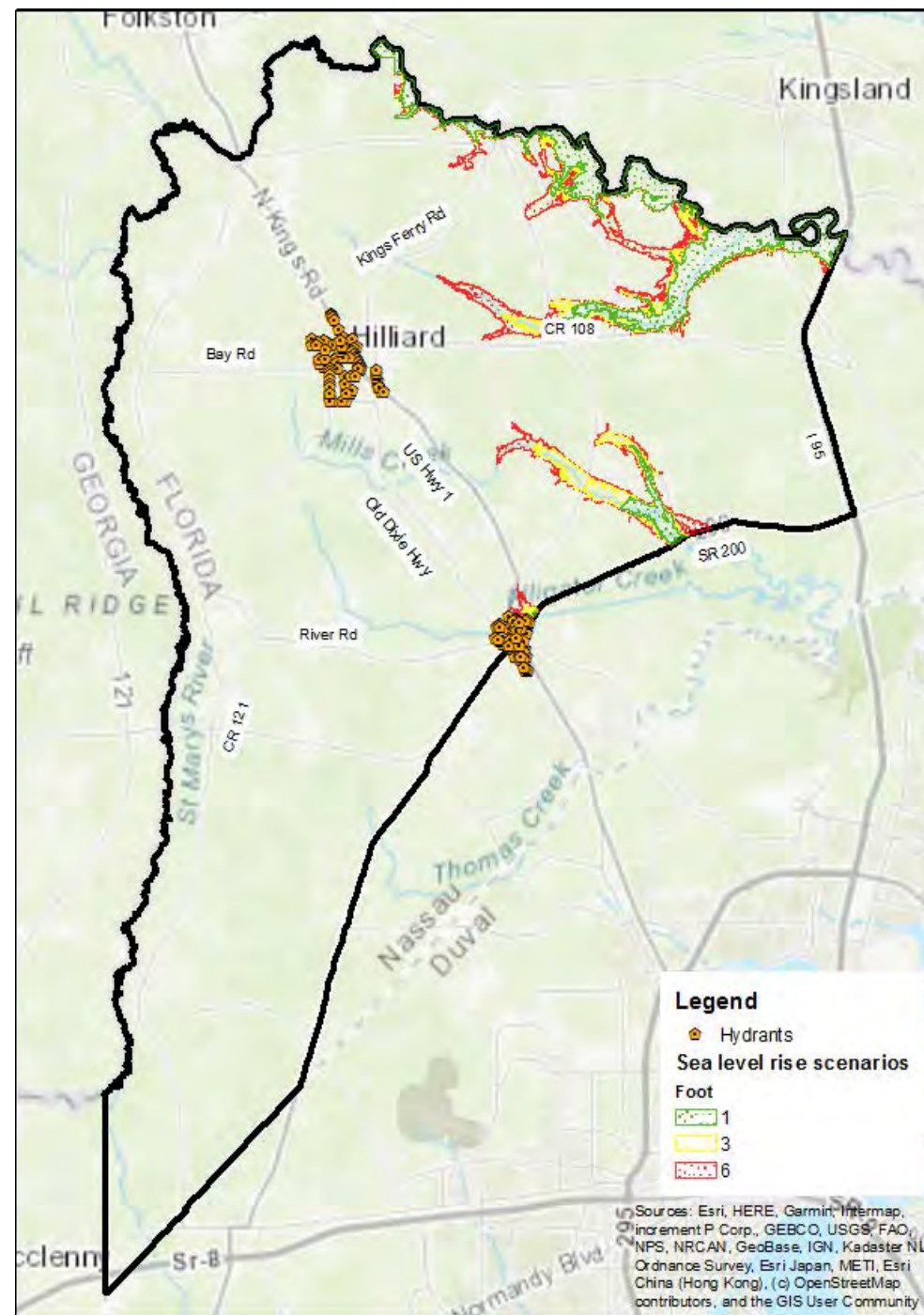
On Amelia Island, 1% of the hydrants are within a Category 1 storm surge, 43% are within a Category 3, and 93% are within a Category 5.



Series 13 Map 3. Critical Infrastructure: Hydrants and Sea Level Rise

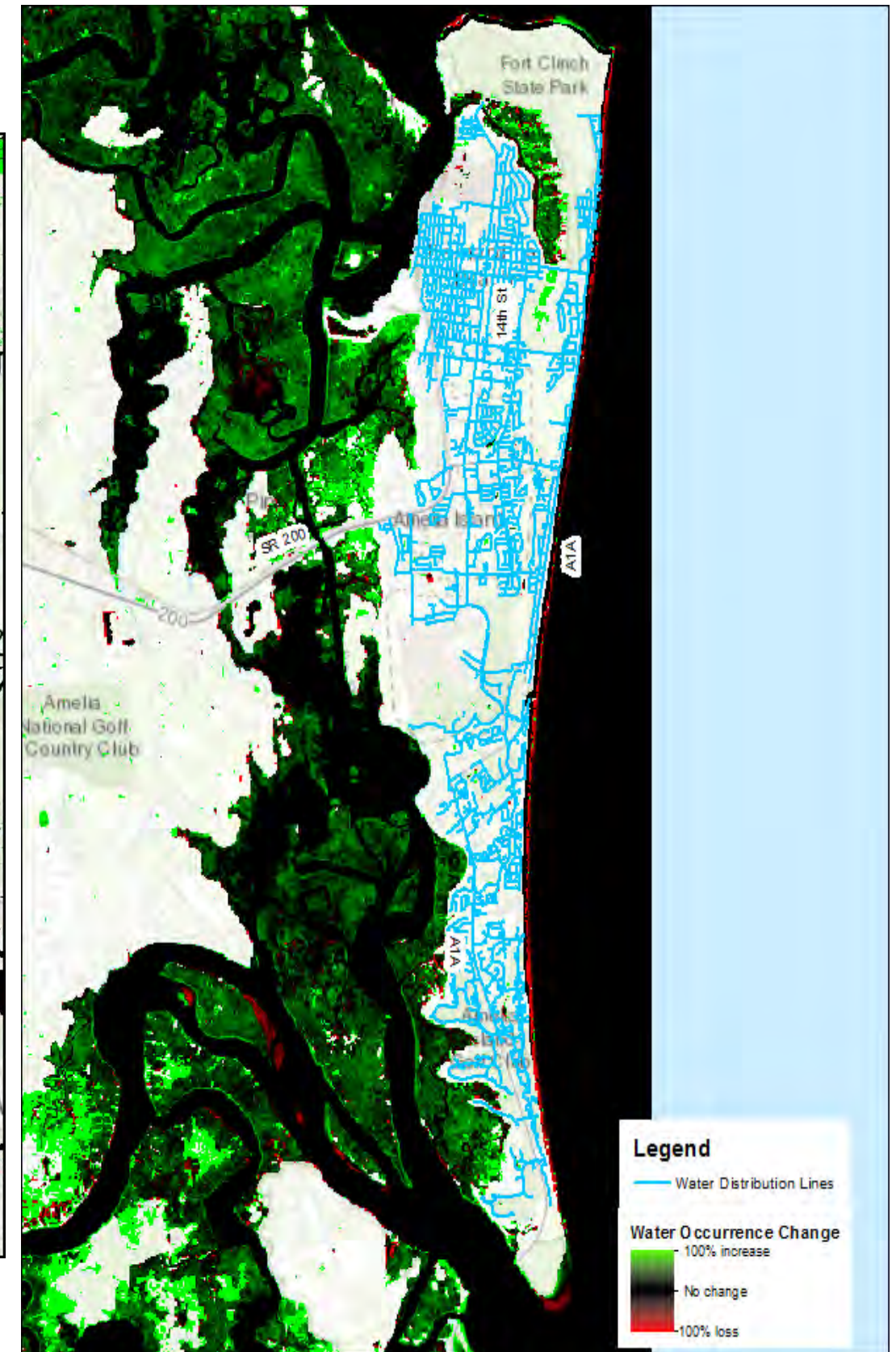
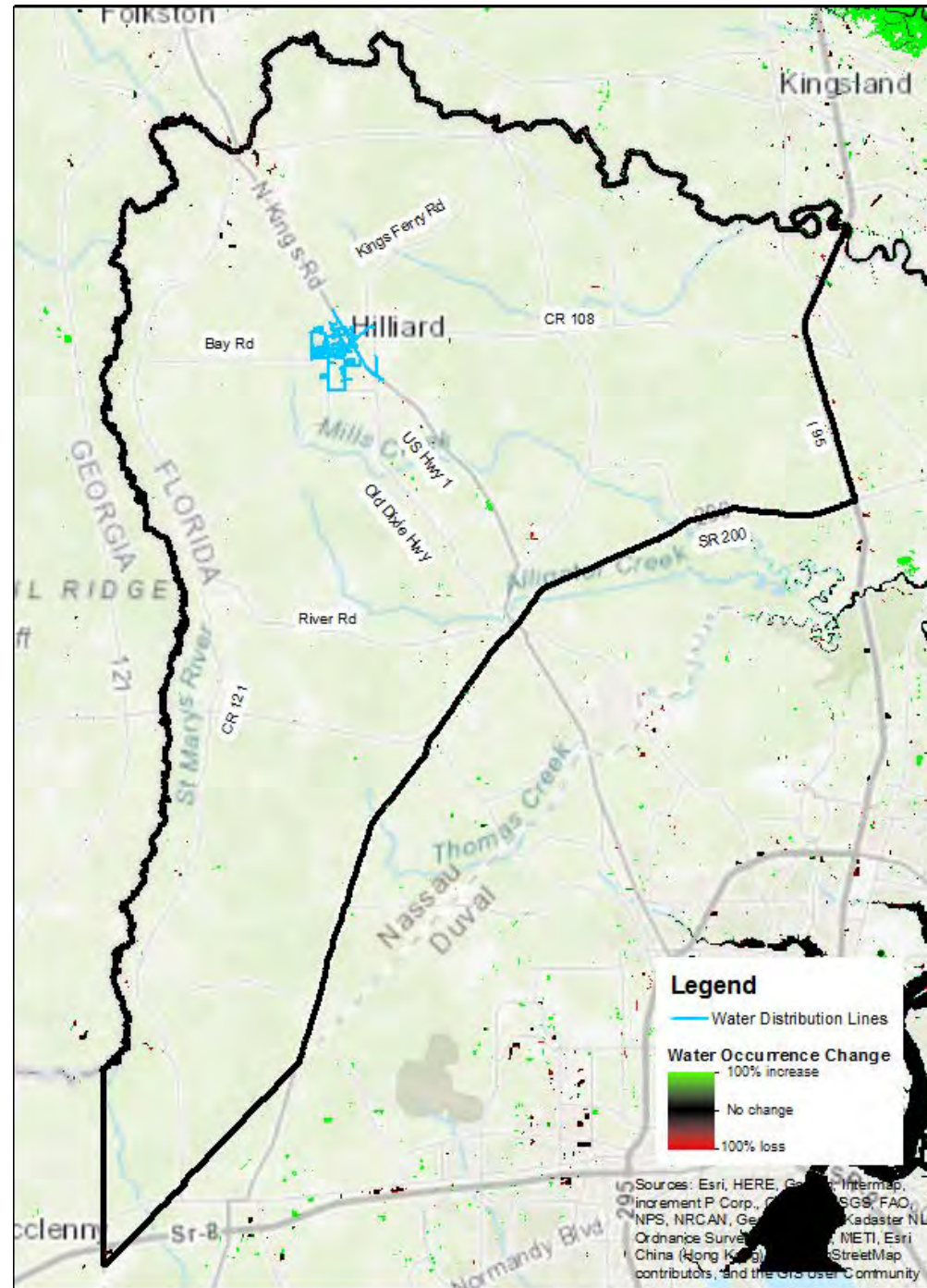
Series 13 Map 3 shows existing hydrants in the context of sea level rise. None of the hydrants in the West are at risk of sea levels rise.

On Amelia Island, less than 1% of the infrastructure are within an area subject to a 1 ft. rise and 15% are within a 6 ft. rise in sea level.



Series 14 Map 1. Critical Infrastructure: Water Distribution Lines and Water Occurrence Change

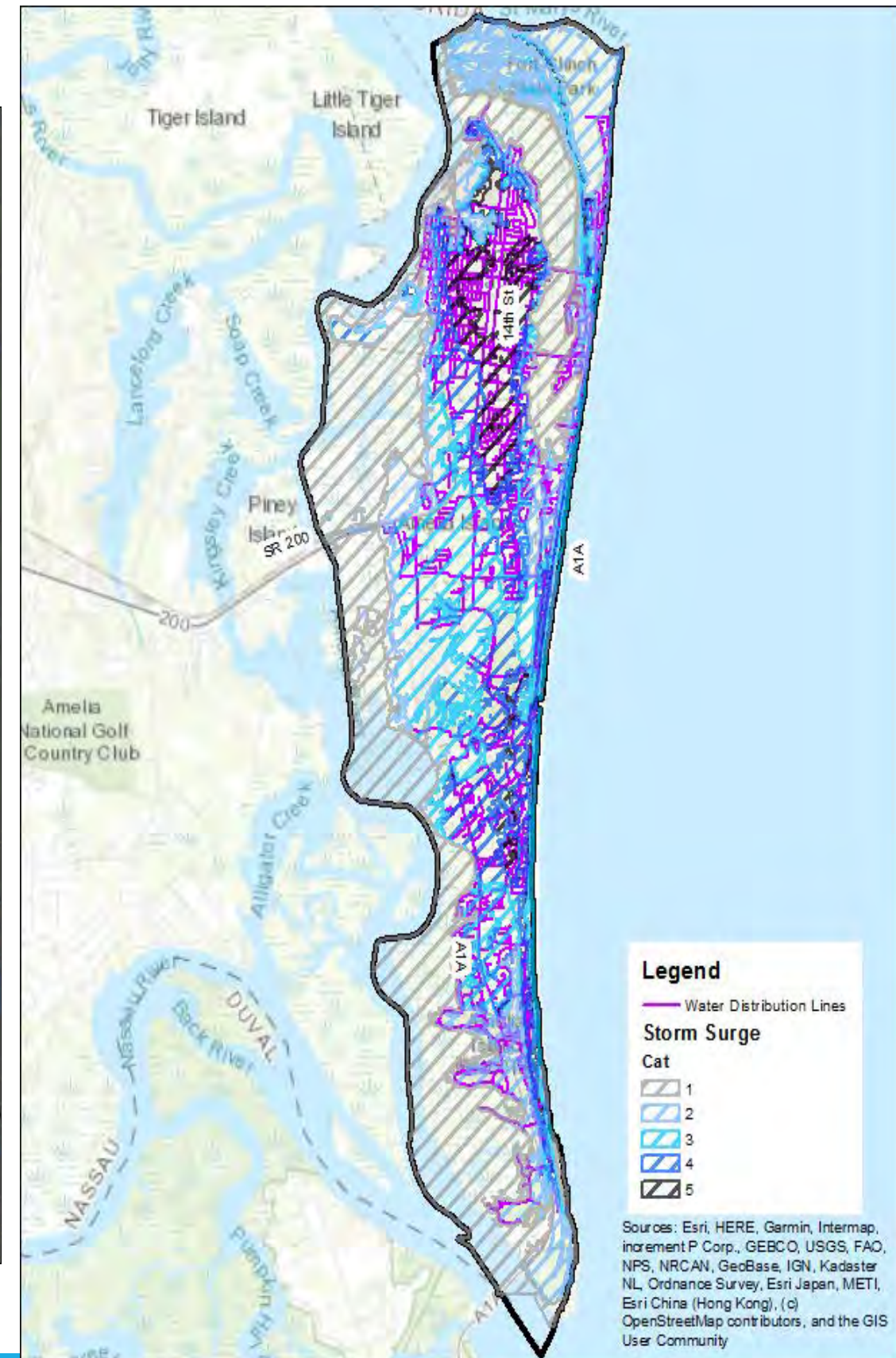
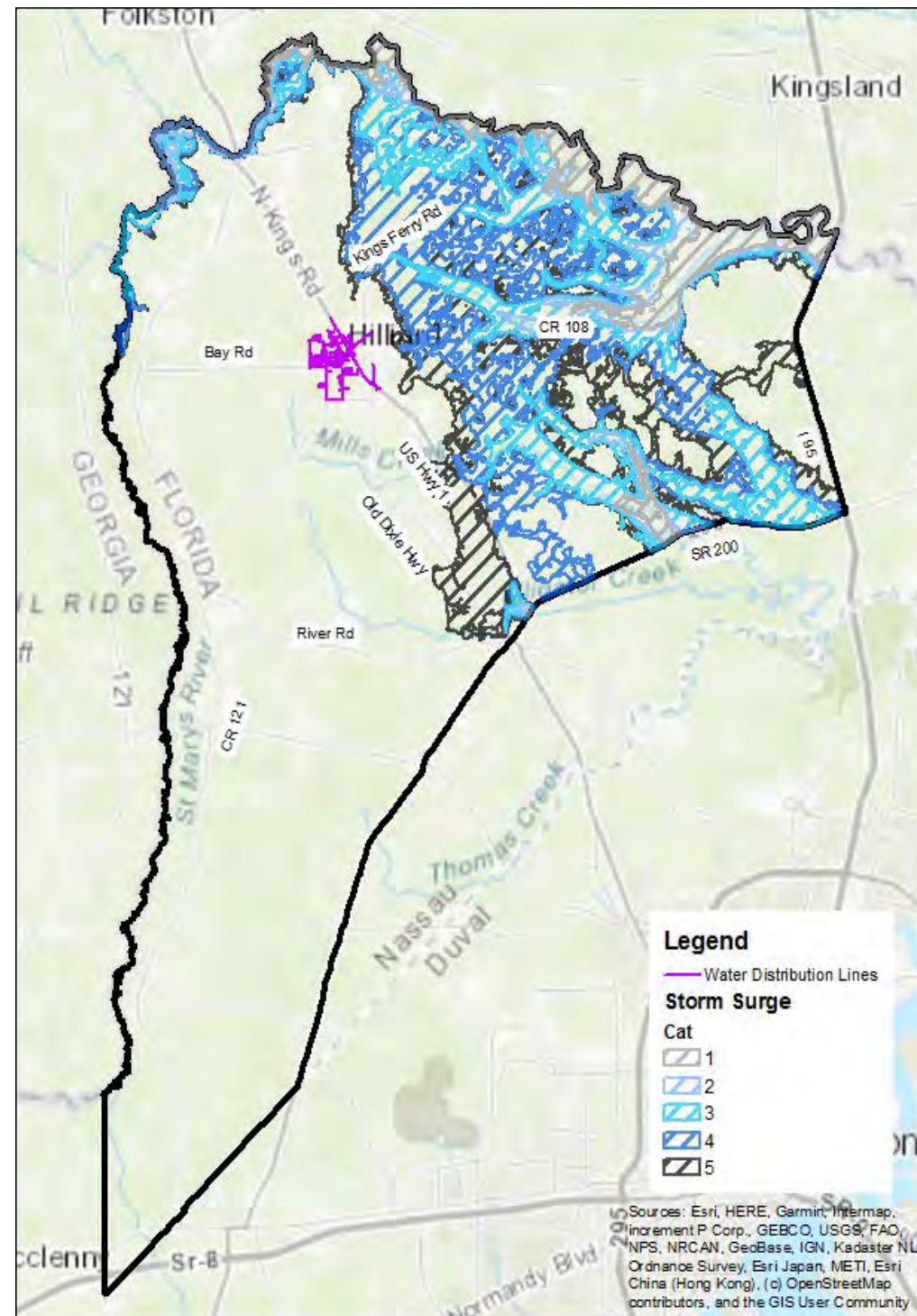
Potable water distribution pipelines are an additional portion of the County's critical infrastructure. Series 14 Map 1 shows water distribution pipelines in the context of water frequency. Water distribution pipelines are of interest in a vulnerability framework to the extent that damage or access to infrastructure for maintenance becomes a concern. There is no overlap of increased water frequency with the network in Hilliard. However, on Amelia Island there are several waterlines closest to the Intracoastal Waterway that are in areas documented to have experienced an increase in water frequency.



Series 14 Map 2. Critical Infrastructure: Water Distribution Lines and Storm Surge

Series 14 Map 2 shows exposure of water distribution pipelines to event-driven flooding (storm surge).

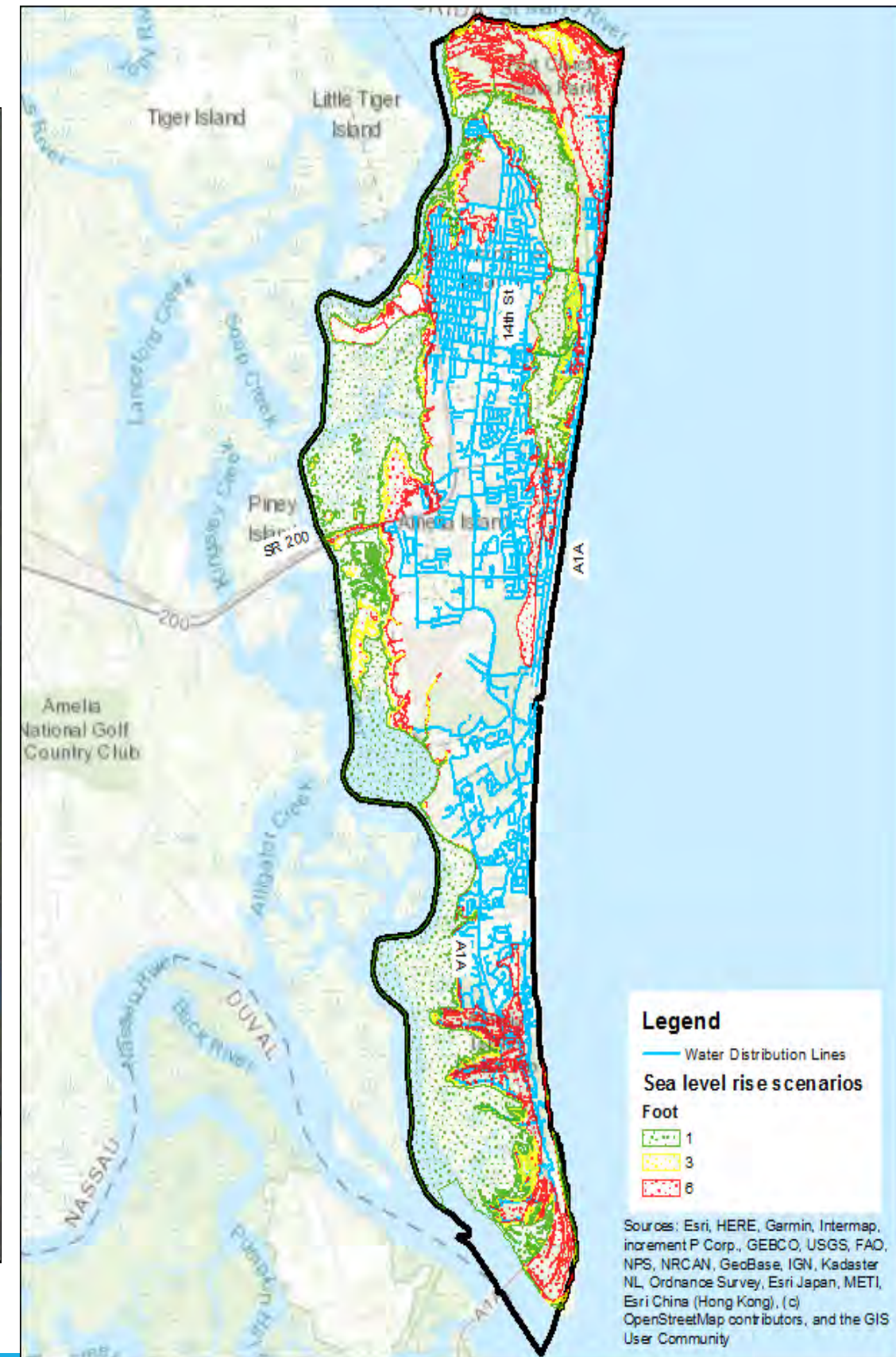
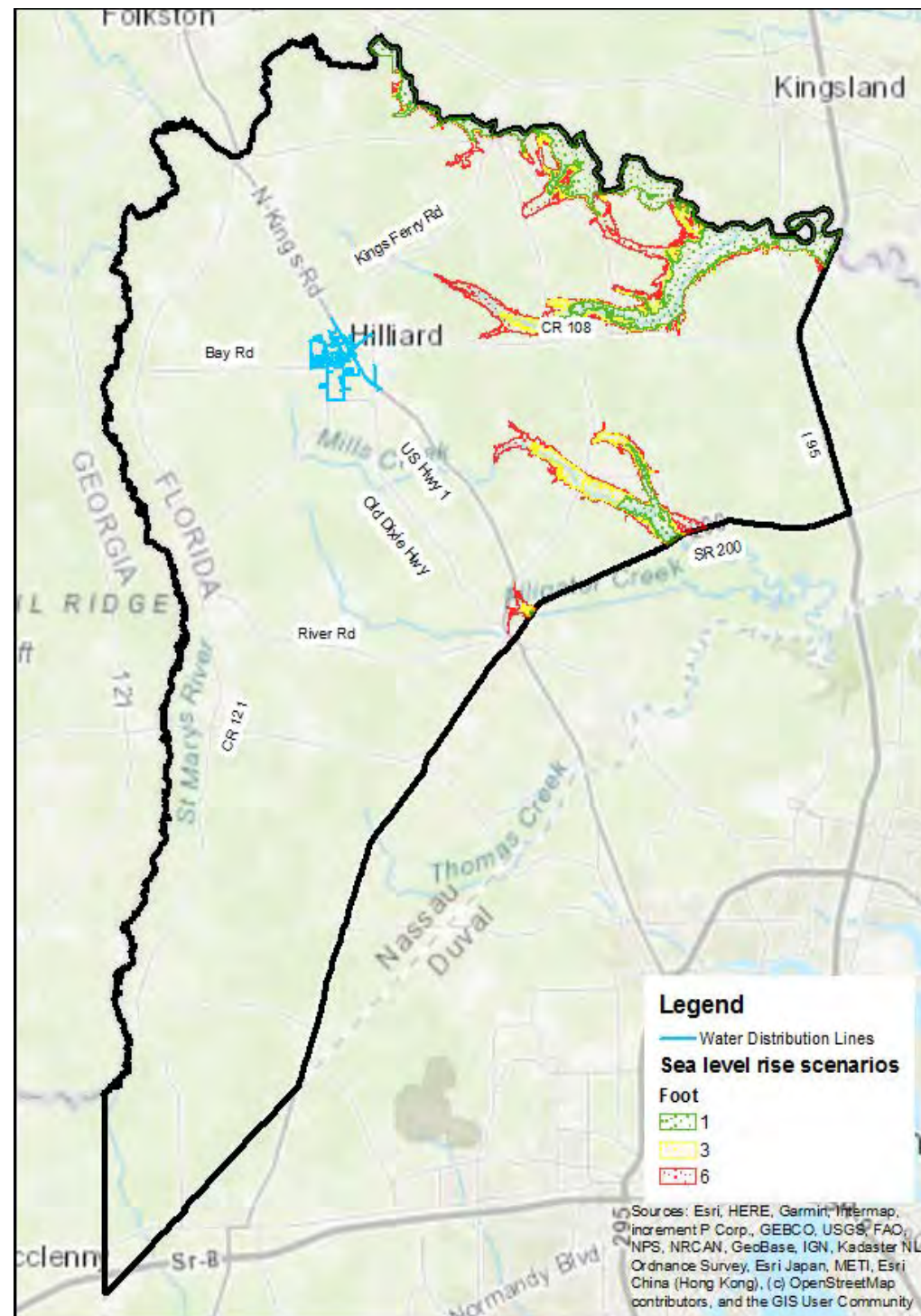
None of the pipelines in the West area are within storm surge. On Amelia Island, 3% are within a Category 1, 48% within a Category 3 and 96% within a Category 5 storm surge.



Series 14 Map 3. Critical Infrastructure: Water Distribution Lines and Sea Level Rise

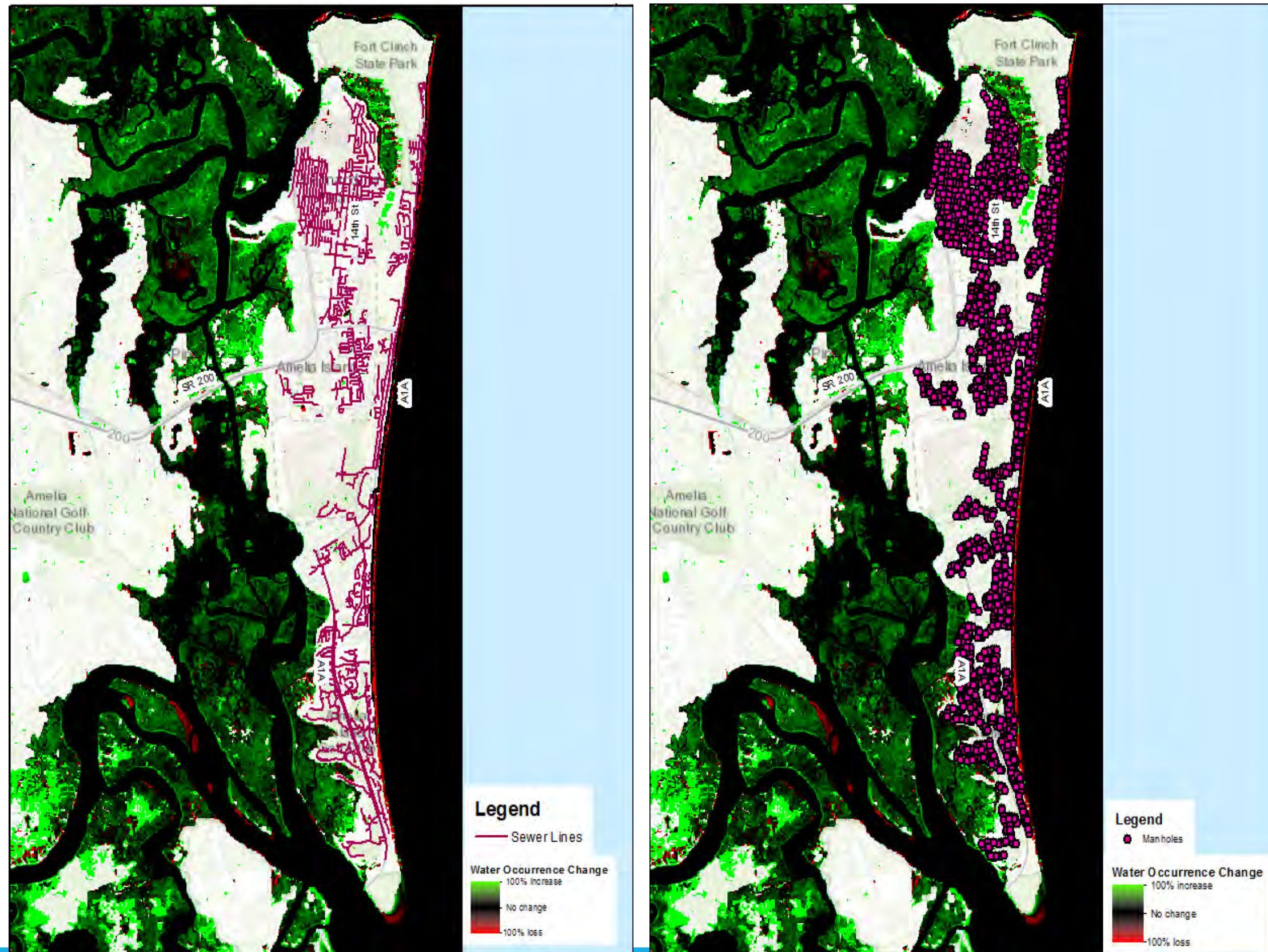
Series 14 Map 3 shows the exposure of water distribution pipelines in the context of sea level rise.

None of the pipelines in the West are within a 6 ft. sea level rise scenario. On Amelia Island, 1% are within a 1 ft. rise and 21% are within a 6 ft. rise in sea levels.



Given that the West area does not have any sewer manhole data, the maps in Series 15 show sewer lines (map on left) and manholes (map on right) for Amelia Island only.

Series 15 Map 1 shows this infrastructure in the context of water frequency changes. Infrastructure closest to the Intracoastal Waterway are in areas documented to have experienced an increase in water frequency.

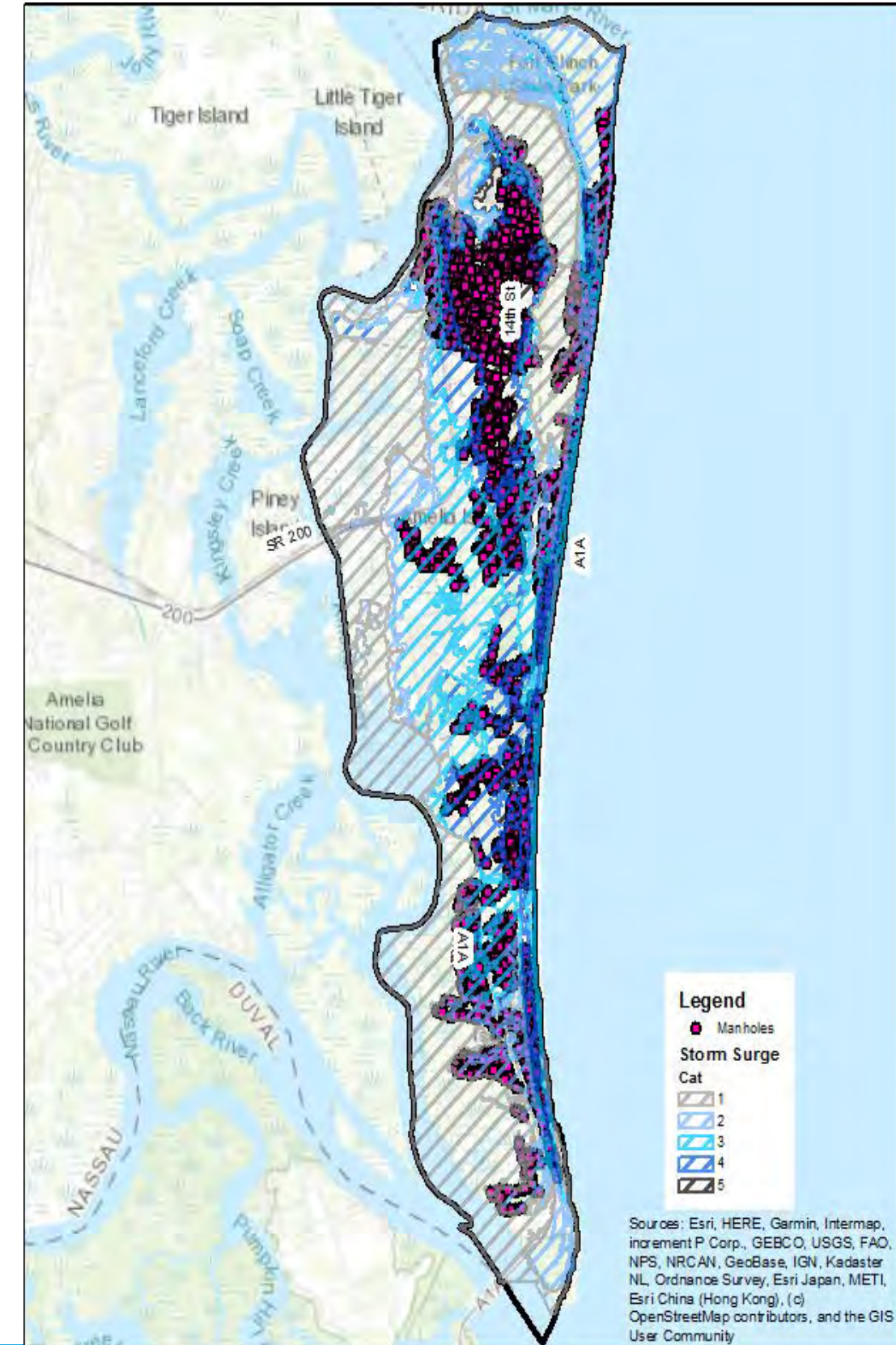
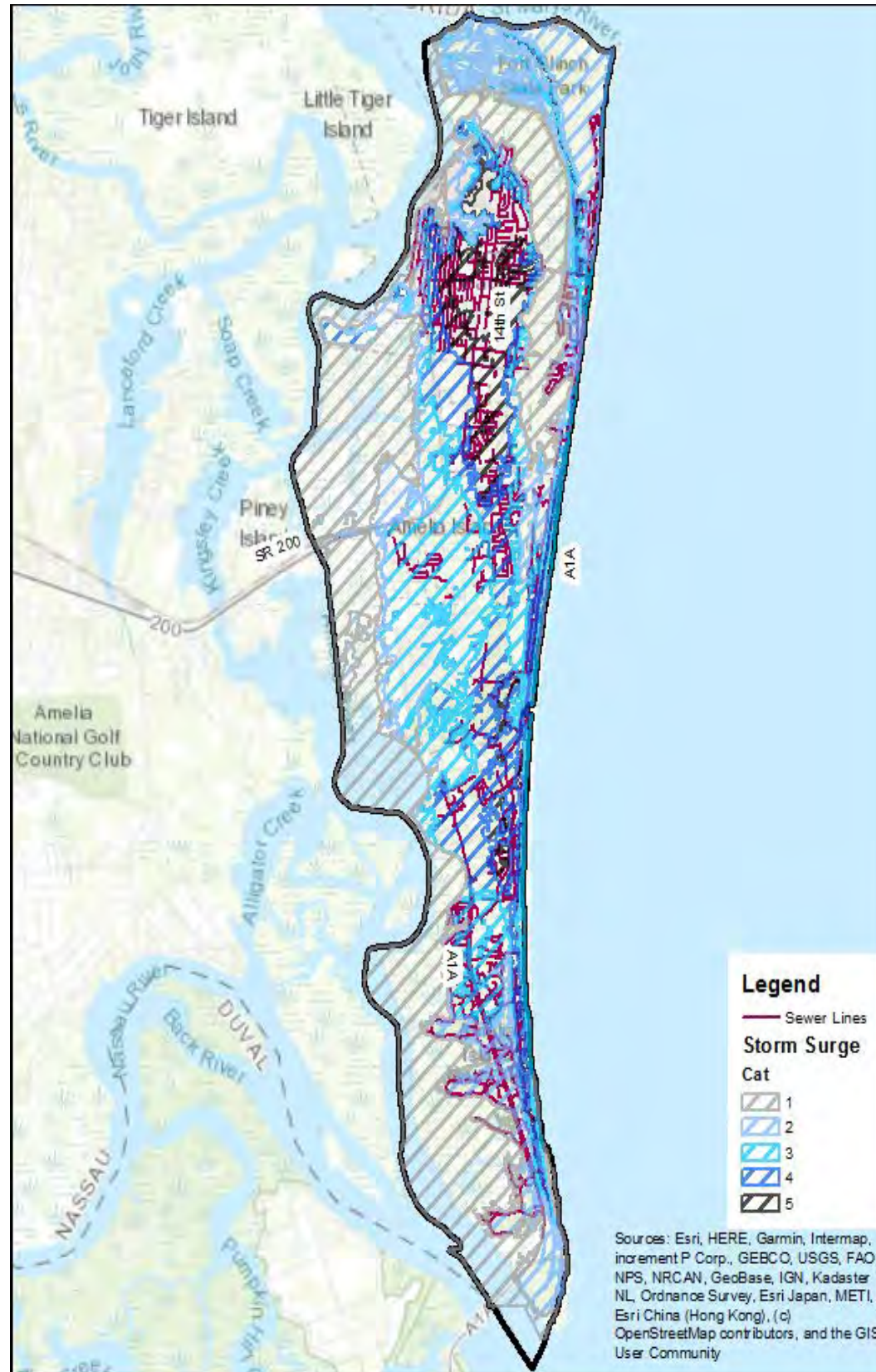


Series 15 Map 2. Critical Infrastructure: Sewer Infrastructure and Storm Surge

Series 15 Map 2 shows the exposure of sewer lines and manholes to event-driven flooding (storm surge).

Three percent (3%) of the sewer mains are within a Category 1, 52% are within a Category 3 and 95% are within a Category 5 storm surge.

In regards to sewer manholes, 1% are within a Category 1, 44% are within a Category 3 and 91% are within a Category 5 storm surge.

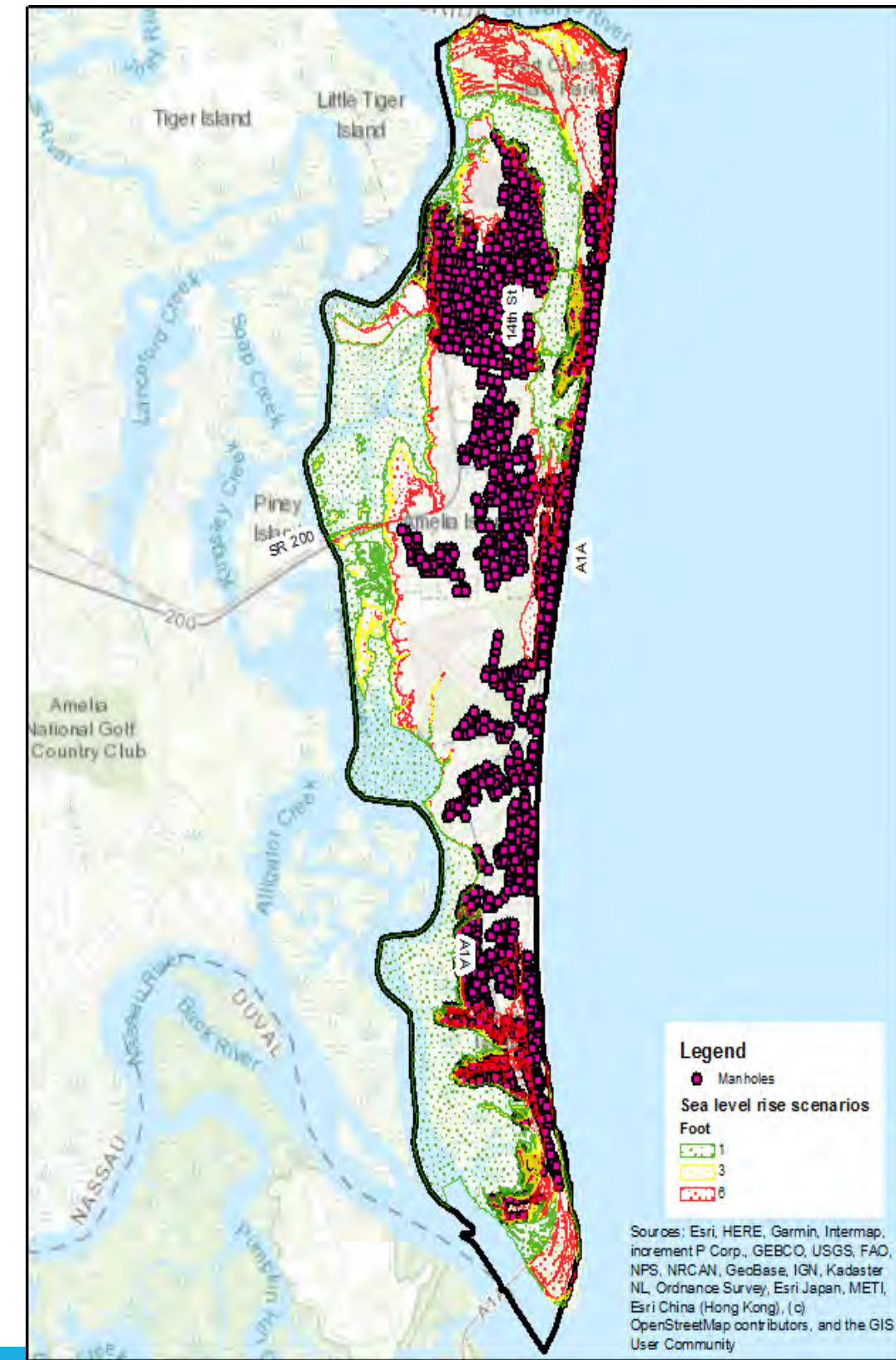
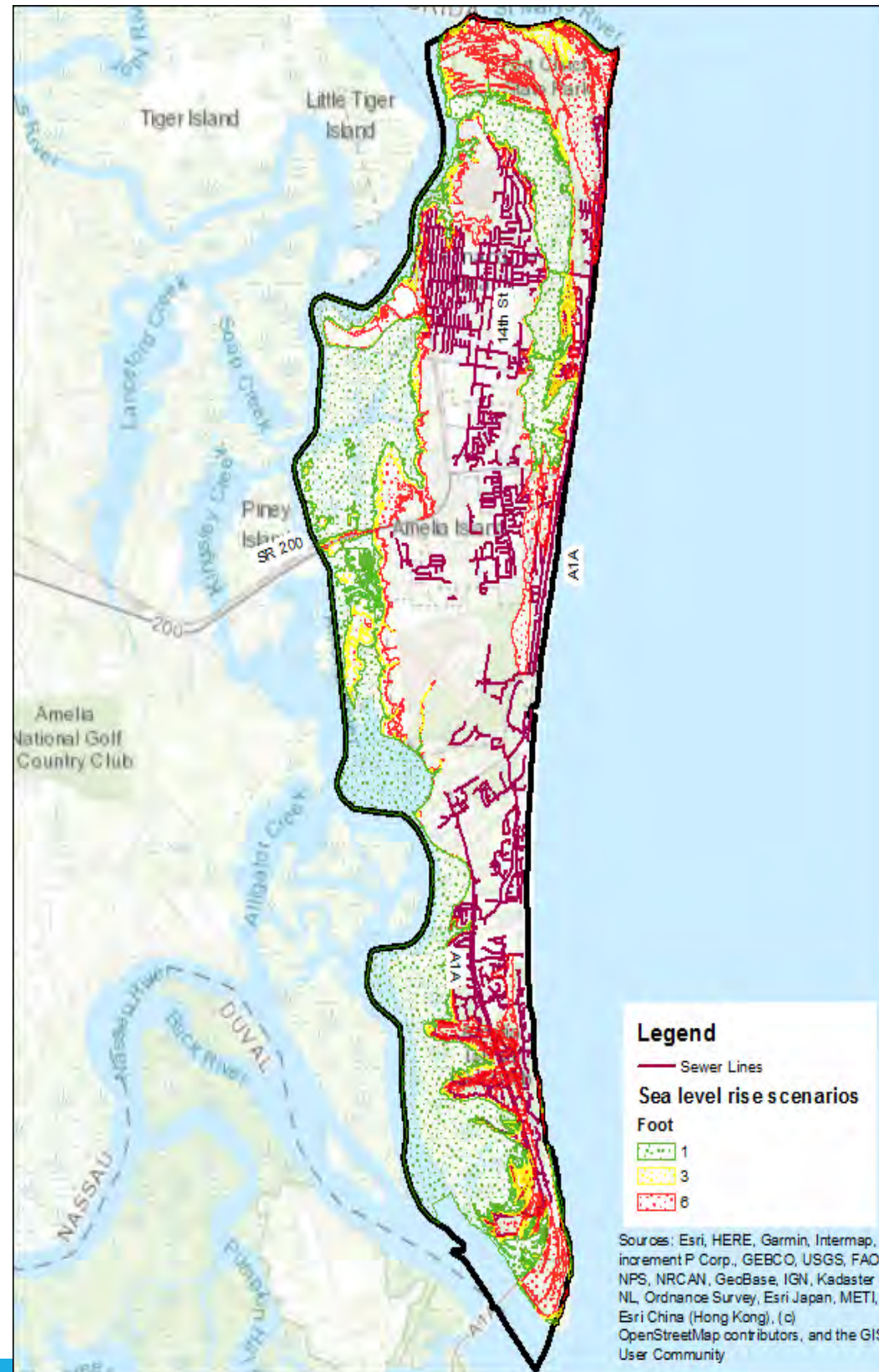


Series 15 Map 3. Critical Infrastructure: Sewer Infrastructure and Sea Level Rise

Series 15 Map 3 shows exposure of sewer lines and manholes to sea level rise.

One percent (1%) of the sewer mains are within the area impacted by a 1 ft. sea level rise, 6% are within that of a 3 ft. rise, and 27% are within a 6 ft. sea level rise scenario.

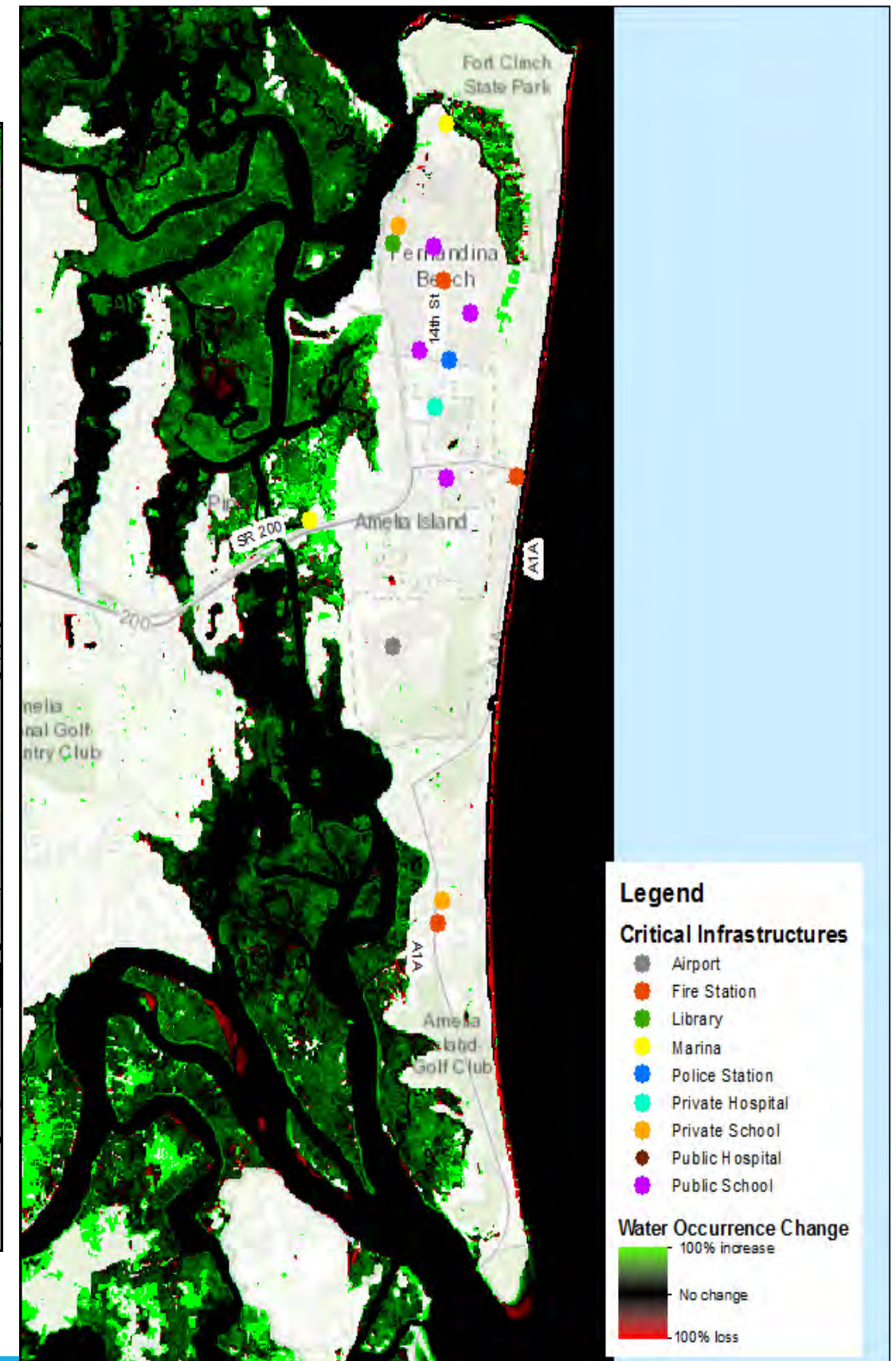
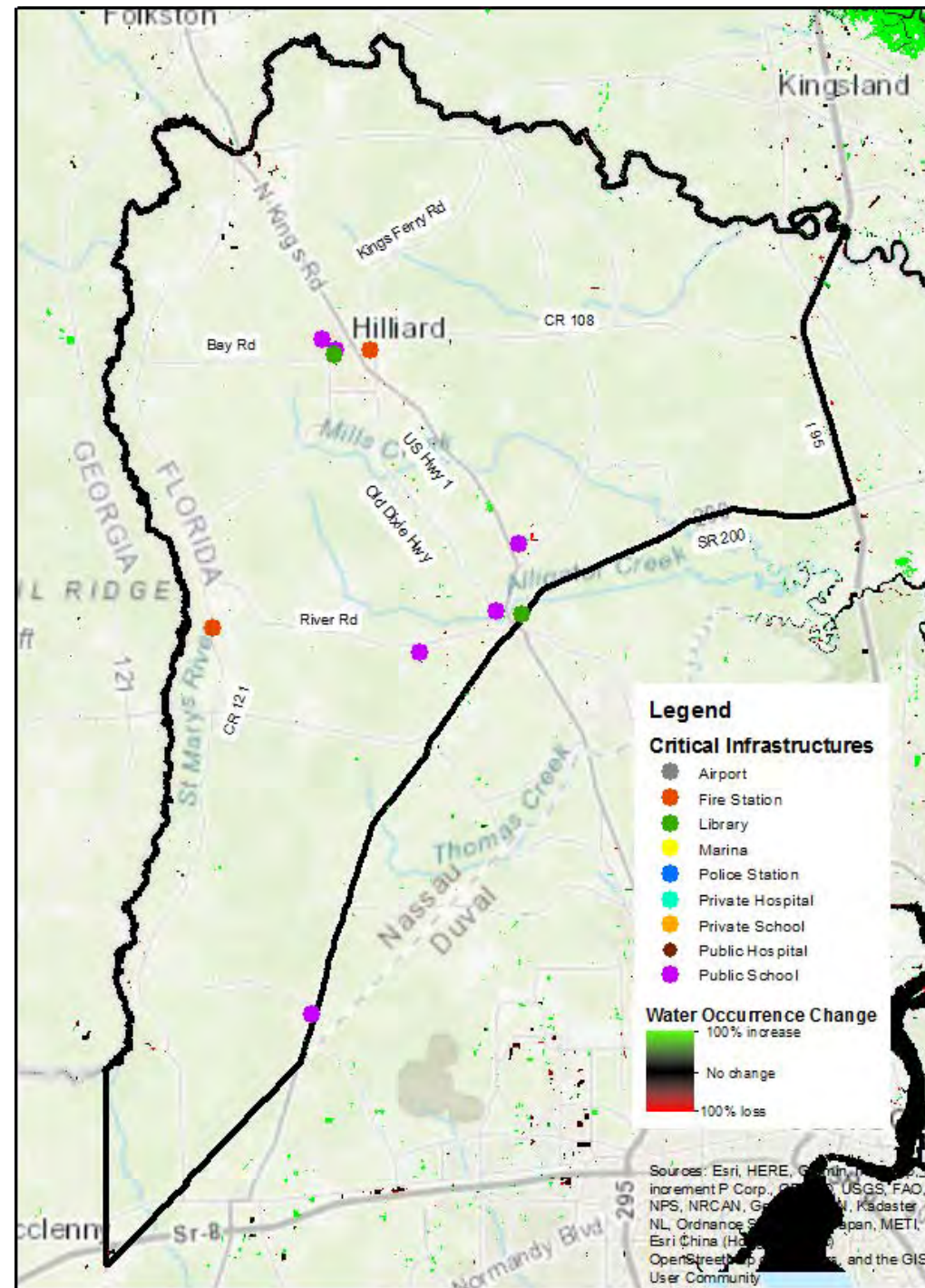
In regards to sewer manholes, less than 1% are within a 1 ft., 3% are within a 3 ft. and 17% are within a 6 ft. rise.



Series 16 Map 1. Critical Infrastructure and Water Occurrence Change

Series 16 Map 1 shows critical infrastructure such as fire stations, schools, libraries, police stations, hospitals and marinas in the context of water frequency change.

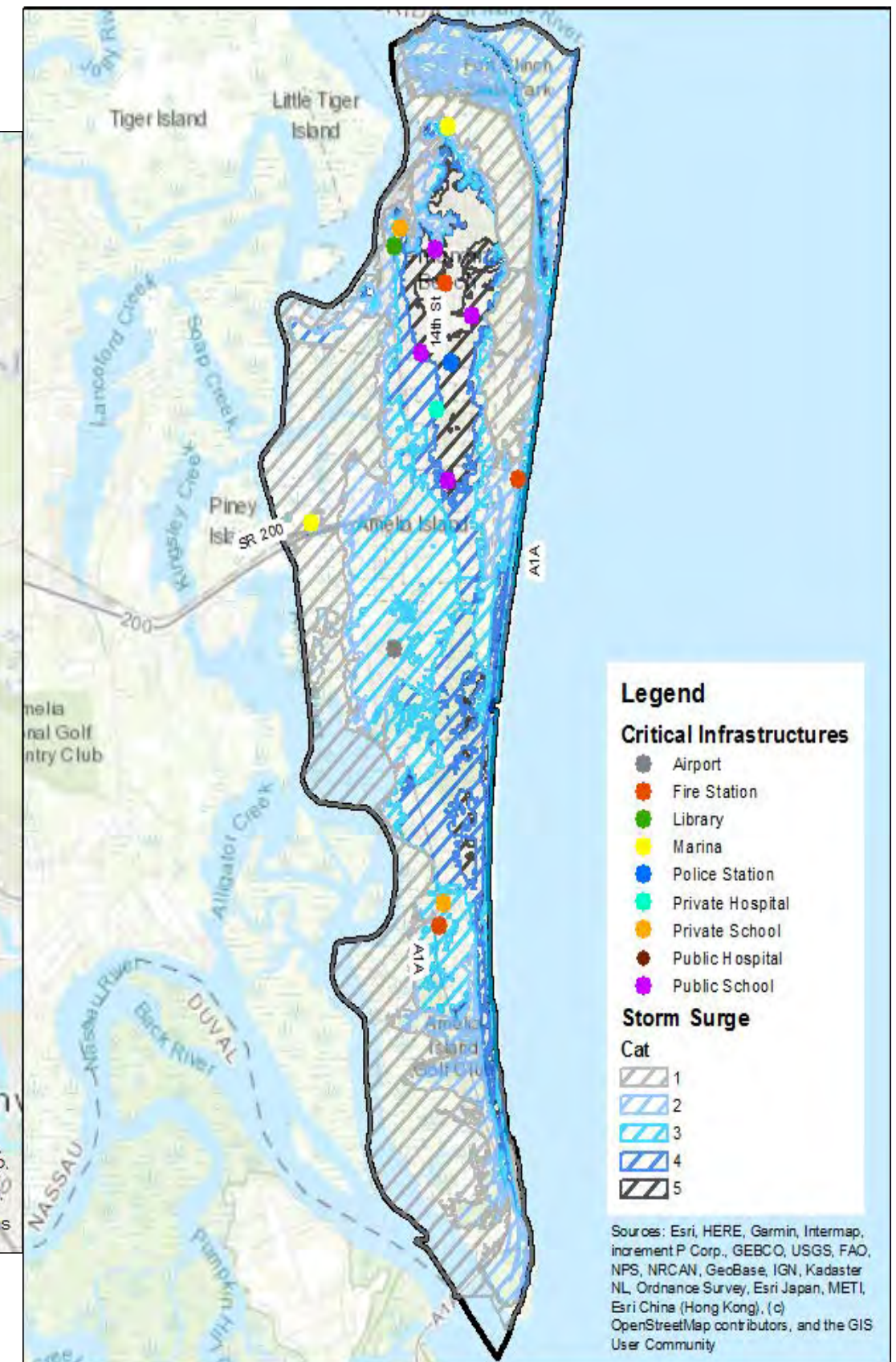
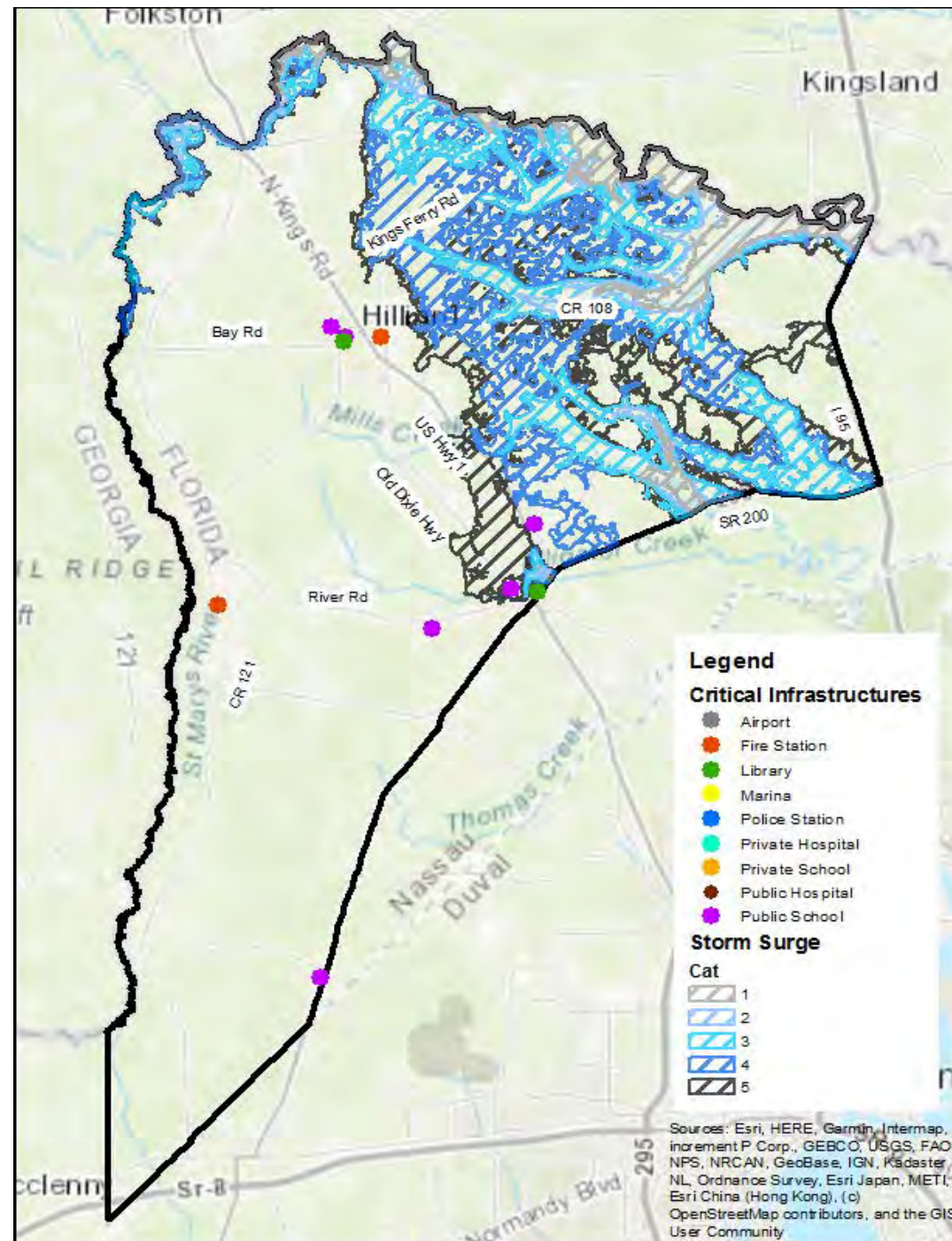
In both study areas (except for the Amelia Island Marina), these various components of critical infrastructure have not been impacted by more frequent episodic events.



Series 16 Map 2. Critical Infrastructure and Storm Surge

Series 16 Map 2 shows critical infrastructure such as fire stations, schools, libraries, police stations, hospitals and marinas in the context of storm surge.

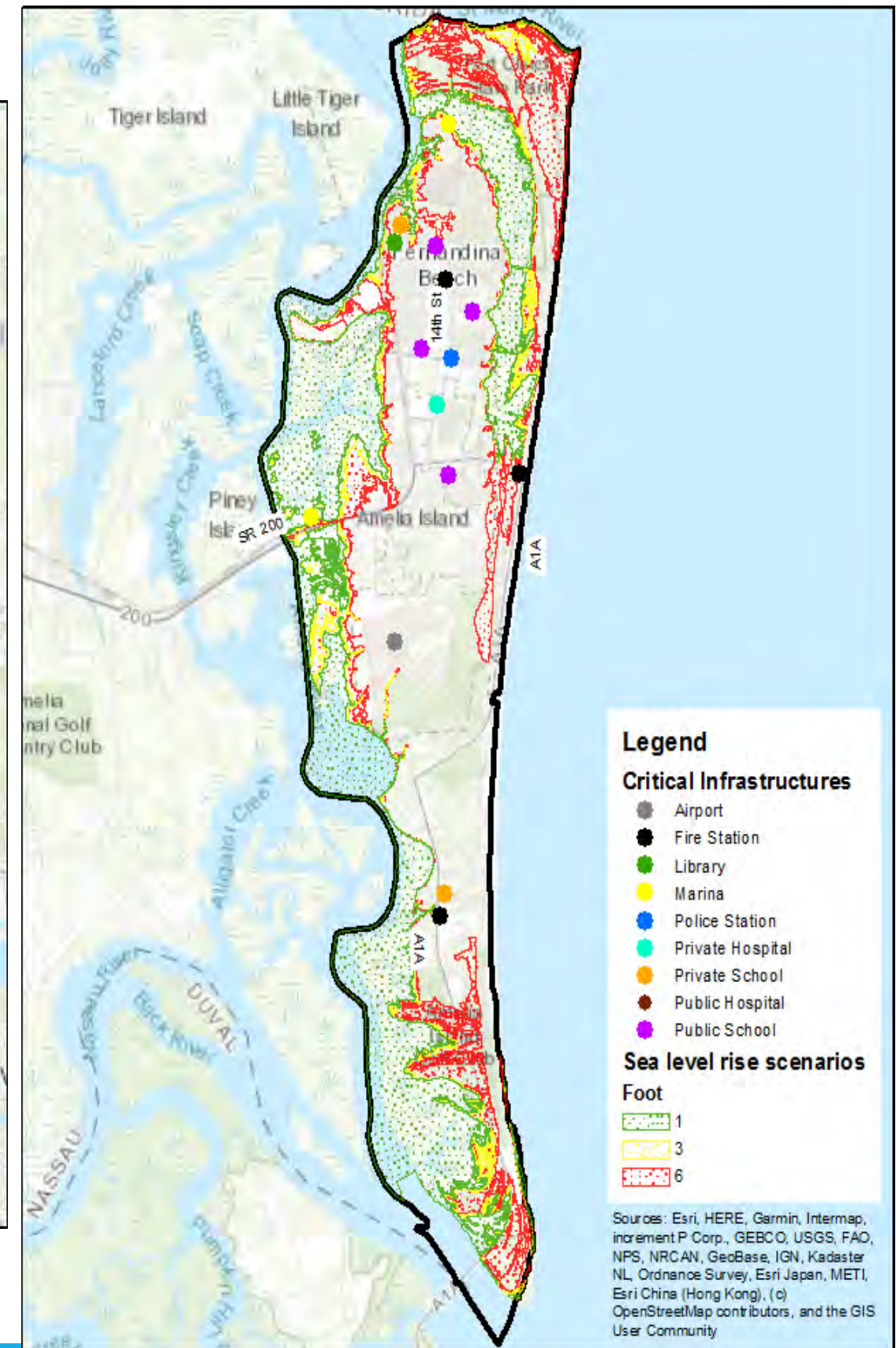
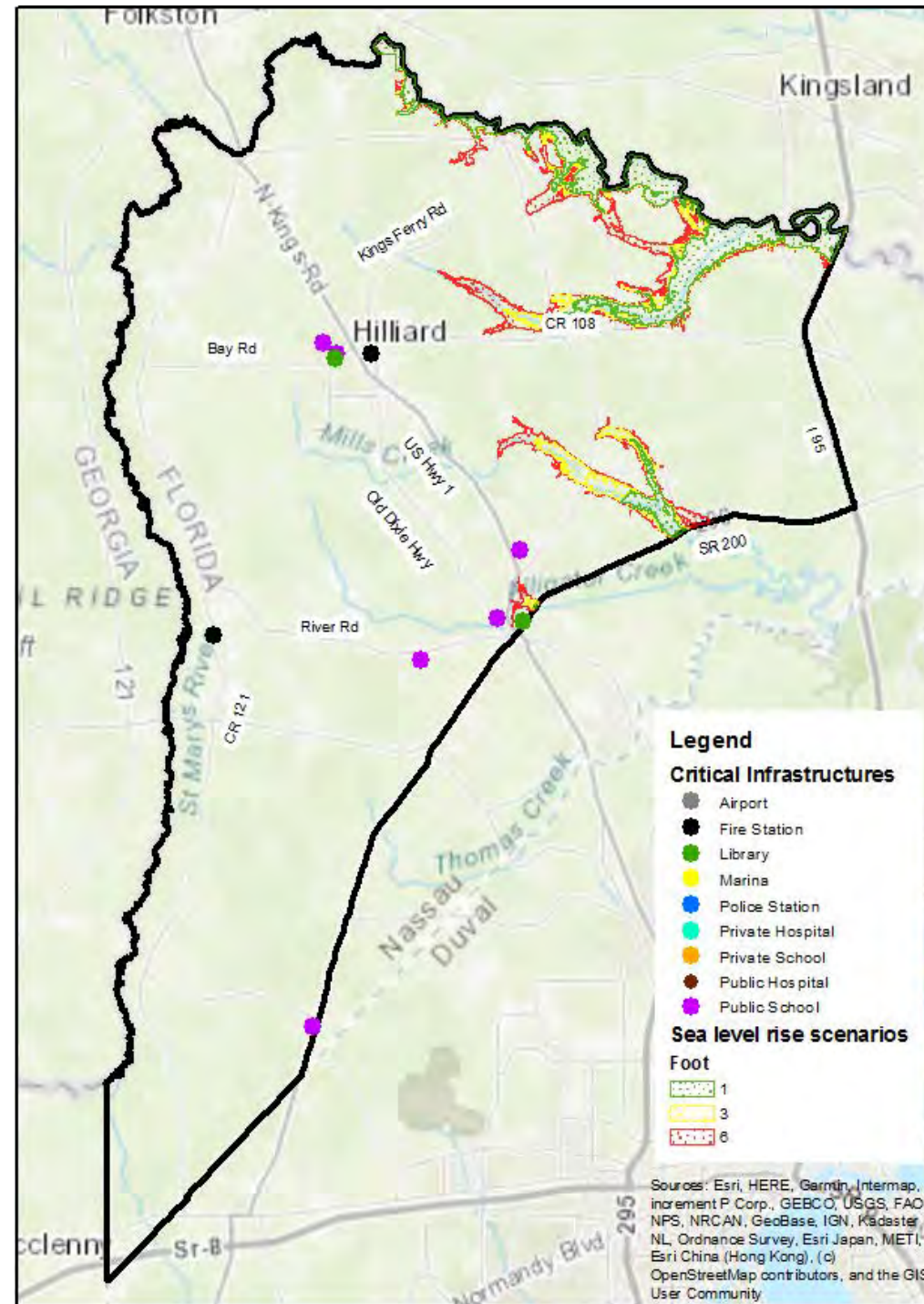
In the West, only a Category 5 storm surge would put listed critical infrastructure at risk. On Amelia Island 13% of all listed critical infrastructure are exposed to a Category 1 storm surge, almost half under a Category 3, and 94% would be exposed to a Category 5 storm surge.



Series 16 Map 3. Critical Infrastructure and Projected Sea Level Rise

Series 16 Map 3 shows critical infrastructure such as fire stations, schools, police stations and hospitals in the context of sea level rise.

None of the critical infrastructure in the West area overlap with sea level rise projections. On Amelia Island only the marina overlaps with the highest probability scenario of 1 ft. sea level rise.

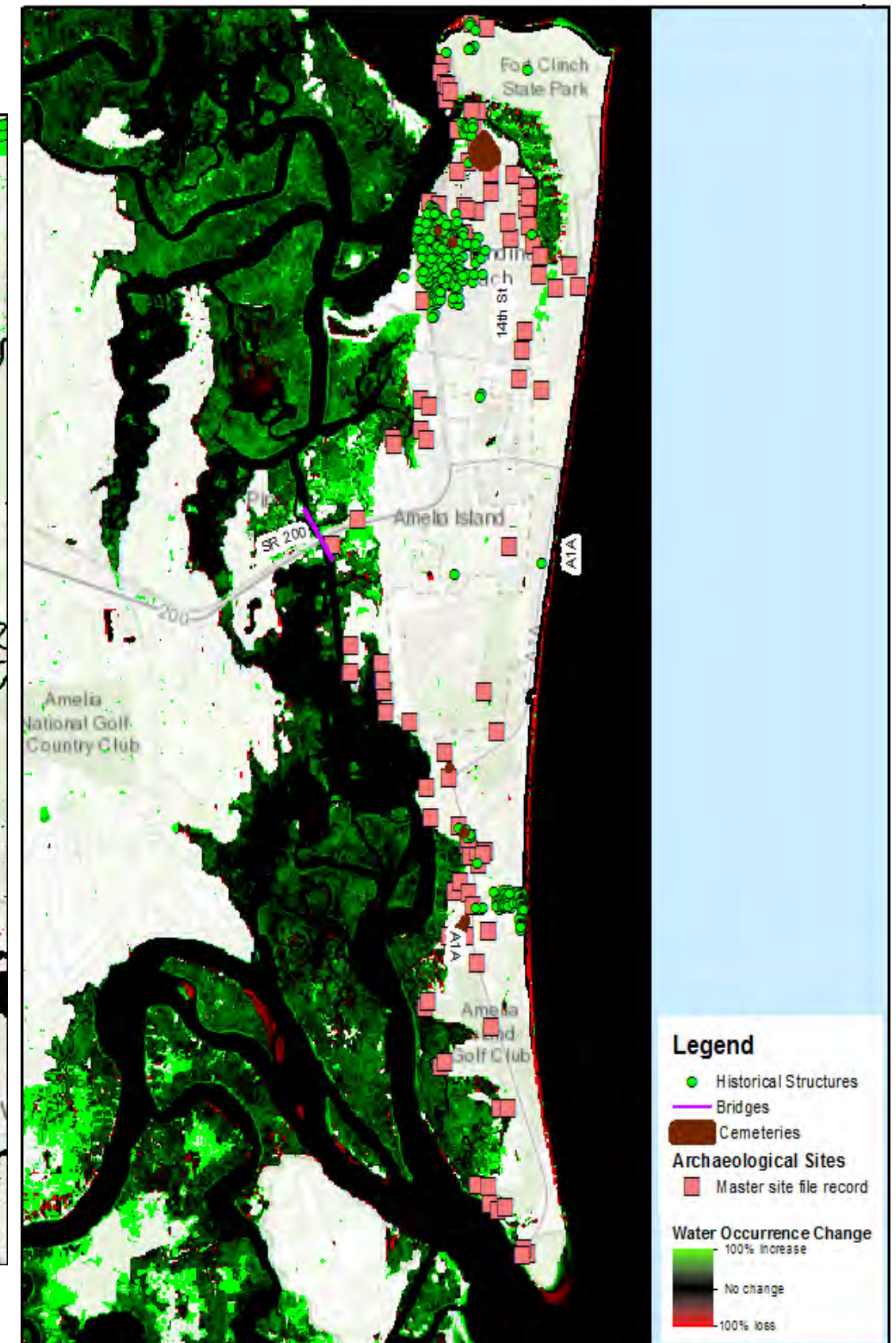
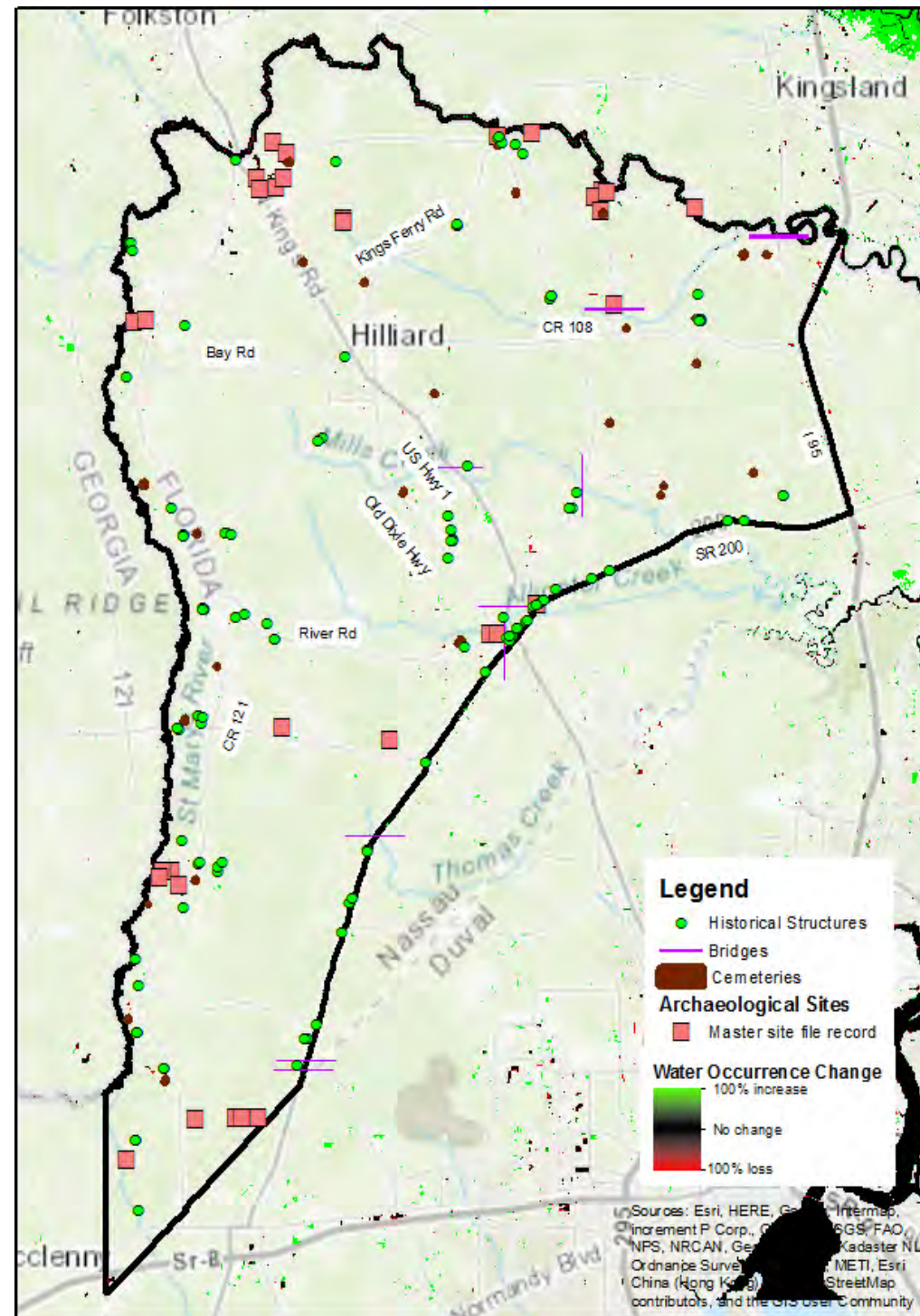


Series 17 Map 1. Cultural Resources and Water Occurrence Change

To evaluate if the County's cultural assets are at risk Series 17 describes individual structures and sites of cultural value while Series 18 examines more generalized areas of the County that have been surveyed for content.

Series 17 Map 1 compares changes in standing water frequency with historical structures, bridges, cemeteries and archaeological sites. The data are from the Florida Master Site from the Florida Division of Historical Resources.

Overall, most historical structures in the West area have not been impacted by changes in water frequency. However, on Amelia Island, archaeological sites or structures near the Intracoastal Waterway in City of Fernandina Beach have been impacted by increases in water frequency.

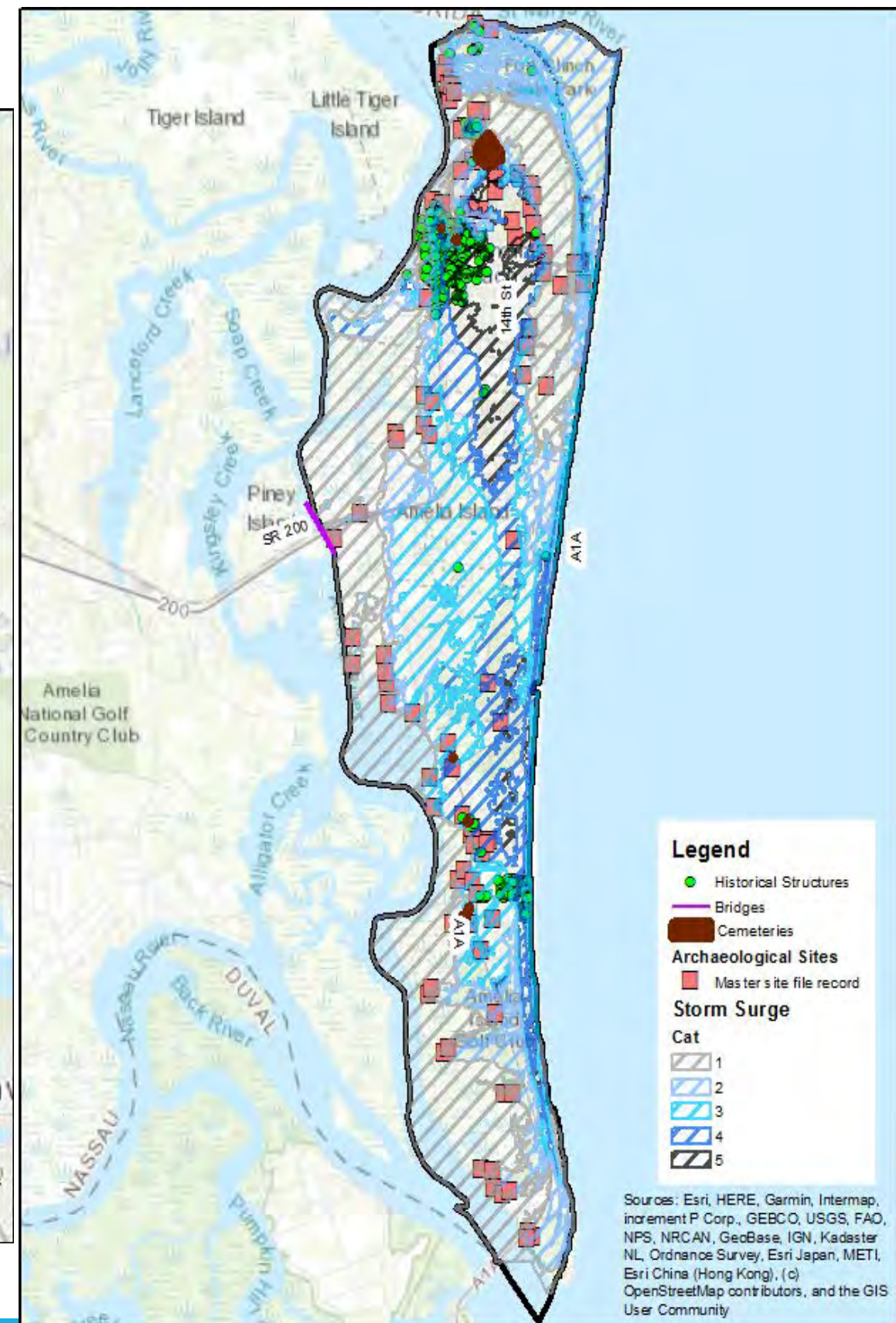
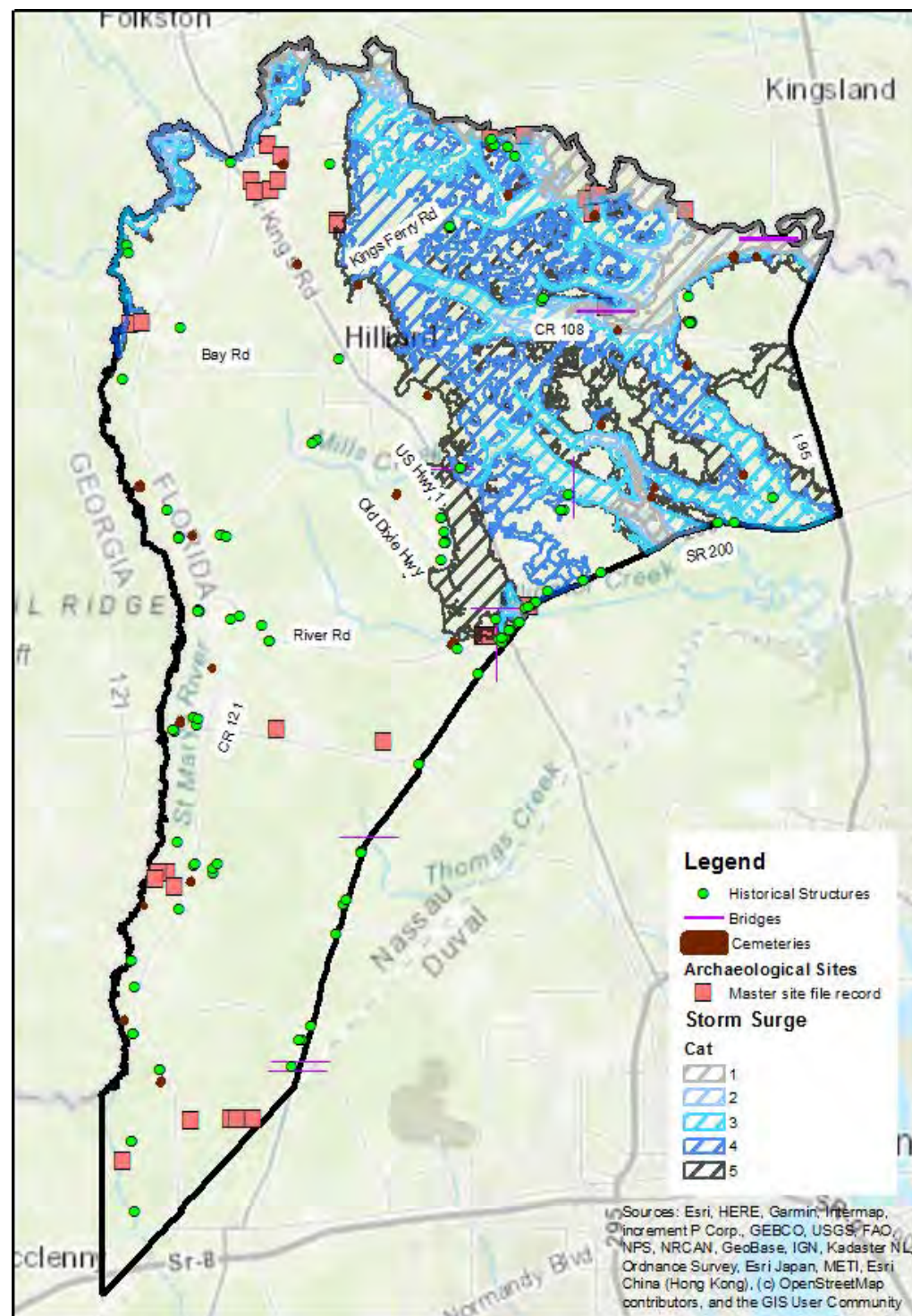


Series 17 Map 2. Cultural Resources and Storm Surge

Series 17 Map 2 compares locations of cultural resources to storm surge. This helps to assess the risk at which the County's assets are exposed to event-driven flooding.

In the West, about 15% of archaeological sites and 2% of historical structures are at risk under a Category 3 or lower storm surge. These increase to 30% and 16% under a Category 5 storm surge, respectively.

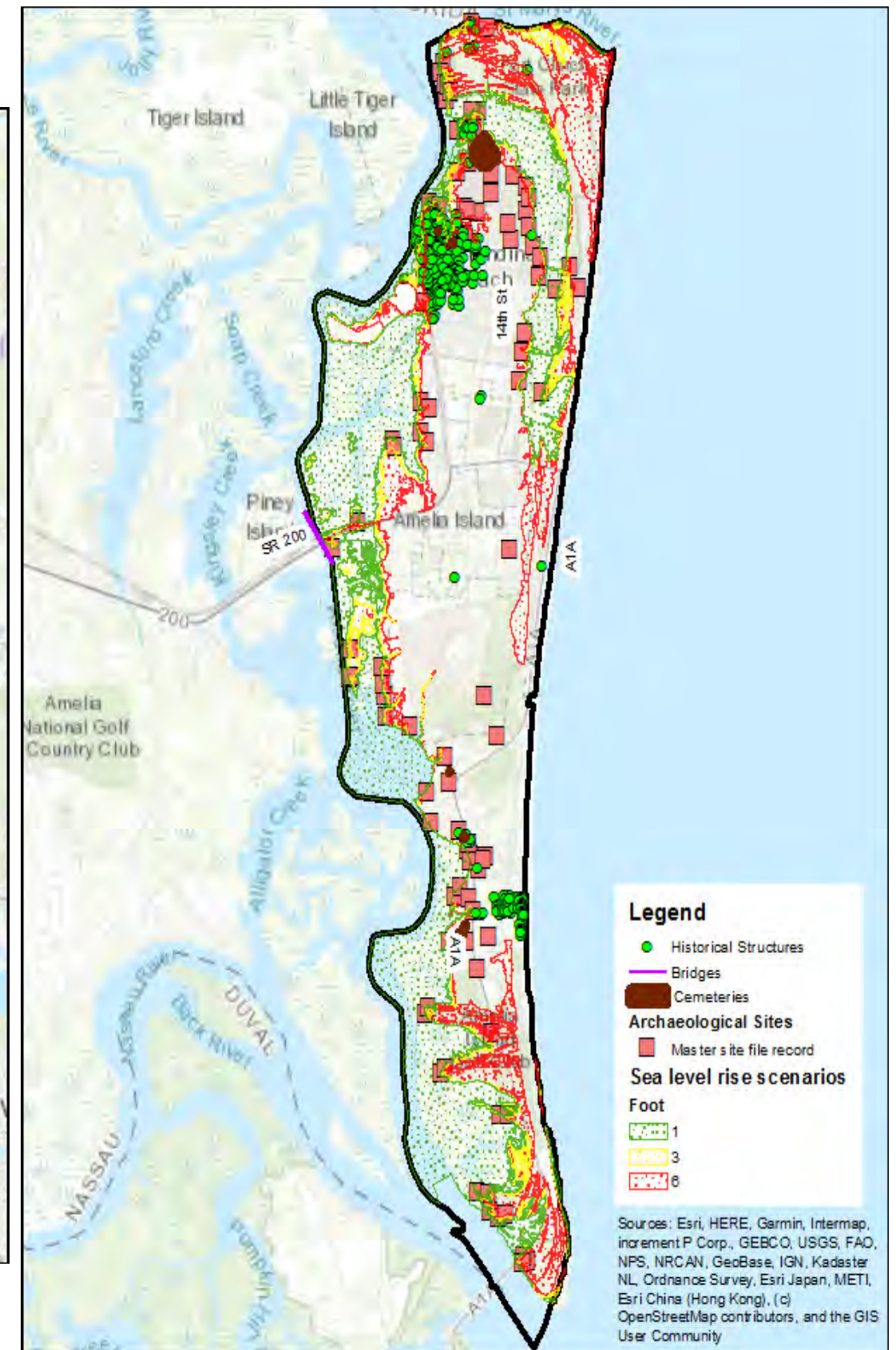
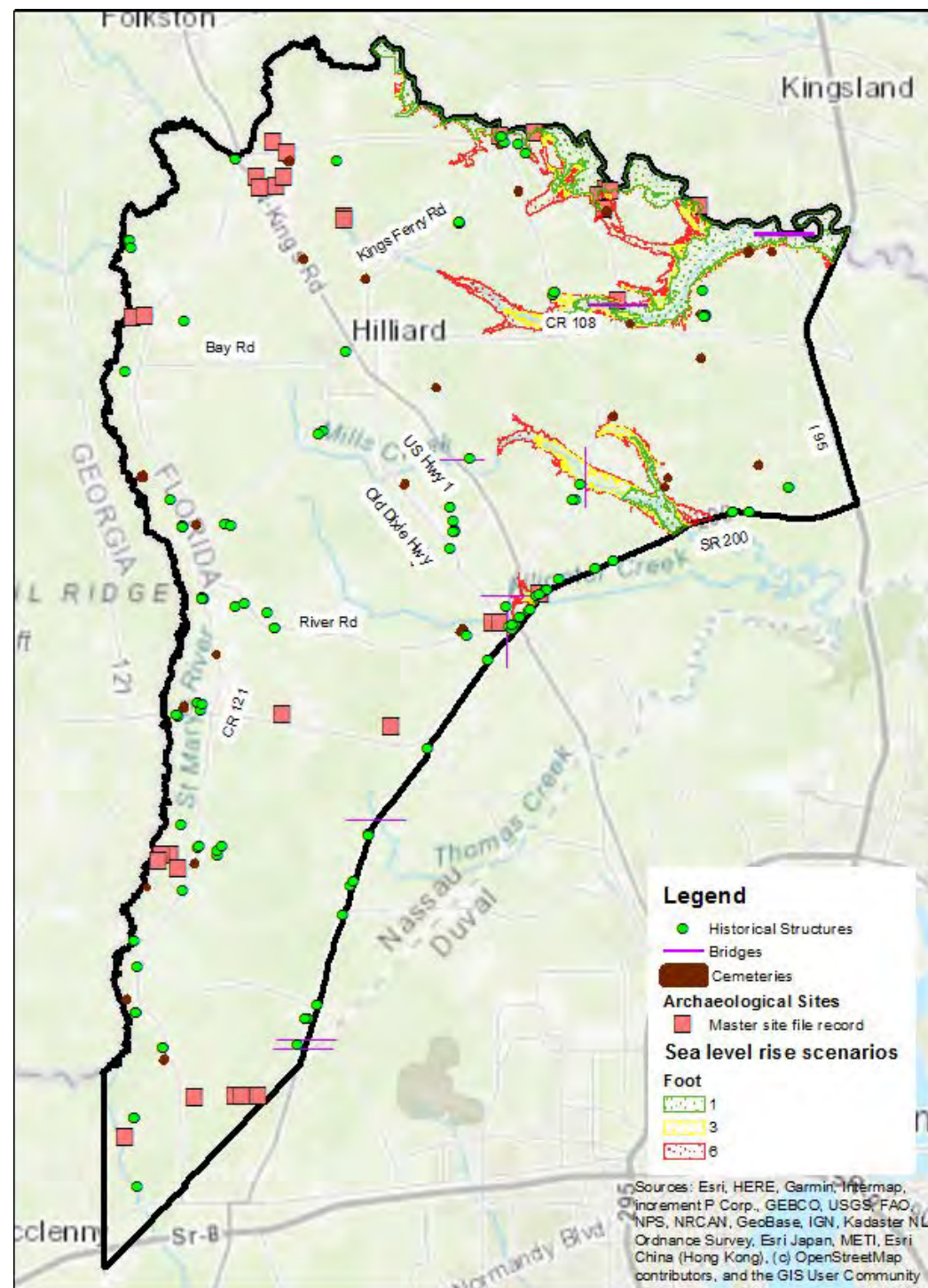
On Amelia Island, however, two-thirds of the archaeological sites and 35% of historical structures would be in the path of a Category 3 or lower storm surge. Approximately 90% of these resources would be at risk under a Category 5 storm surge.



Series 17 Map 3. Cultural Resources and Sea Level Rise

Series 17 Map 3 relates cultural resources to sea level rise. Many of these historical and cultural resources are located at the edges of areas projected to be impacted by the sea level rise scenarios.

In the West, only a few Master Site File sites or structures near St. Marys River would be impacted by a 6 ft. rise in sea level. However, on Amelia Island, 45% of the archaeological sites and 8% of historical structures would be impacted by a 6 ft. sea level rise.

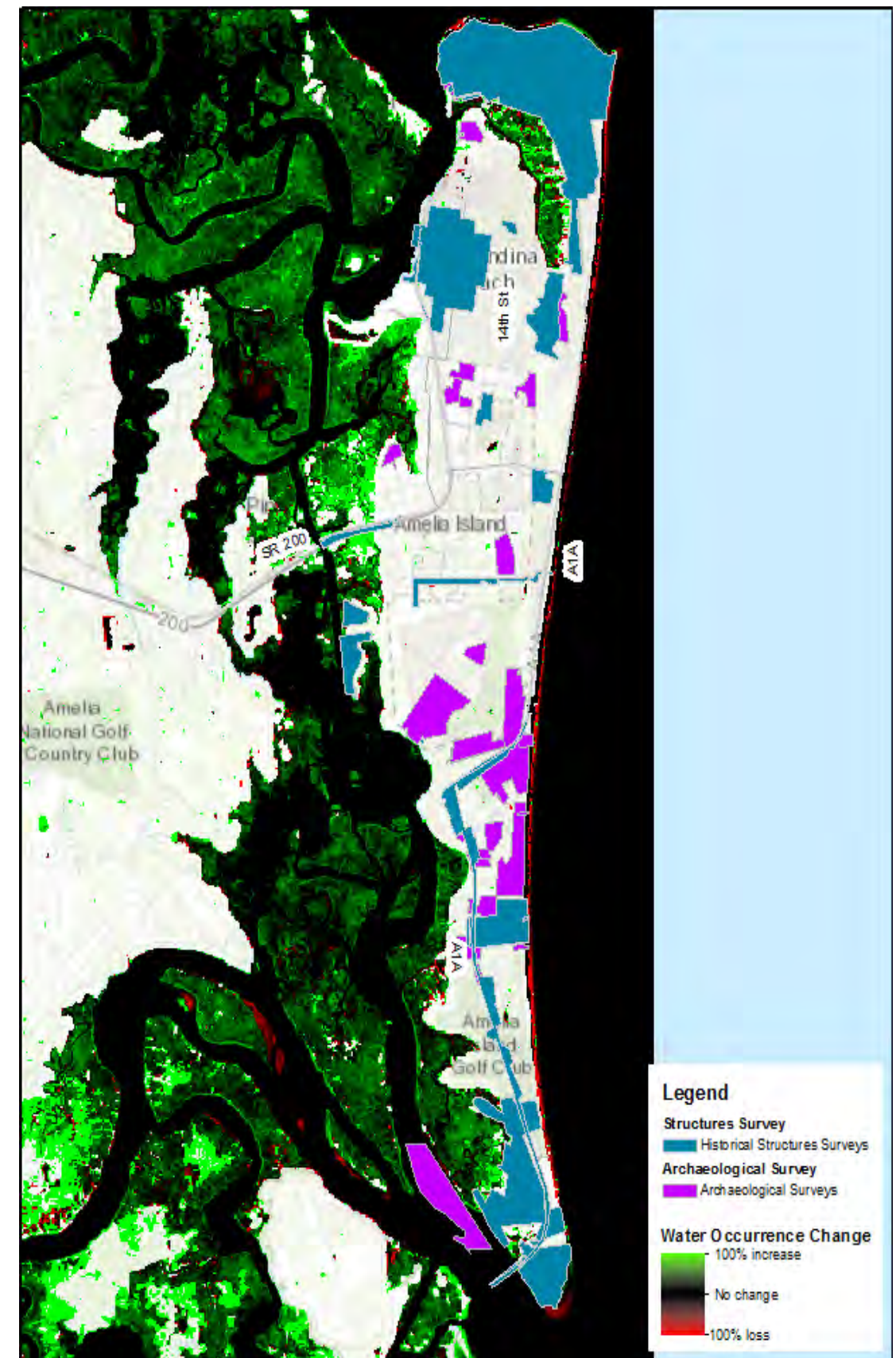
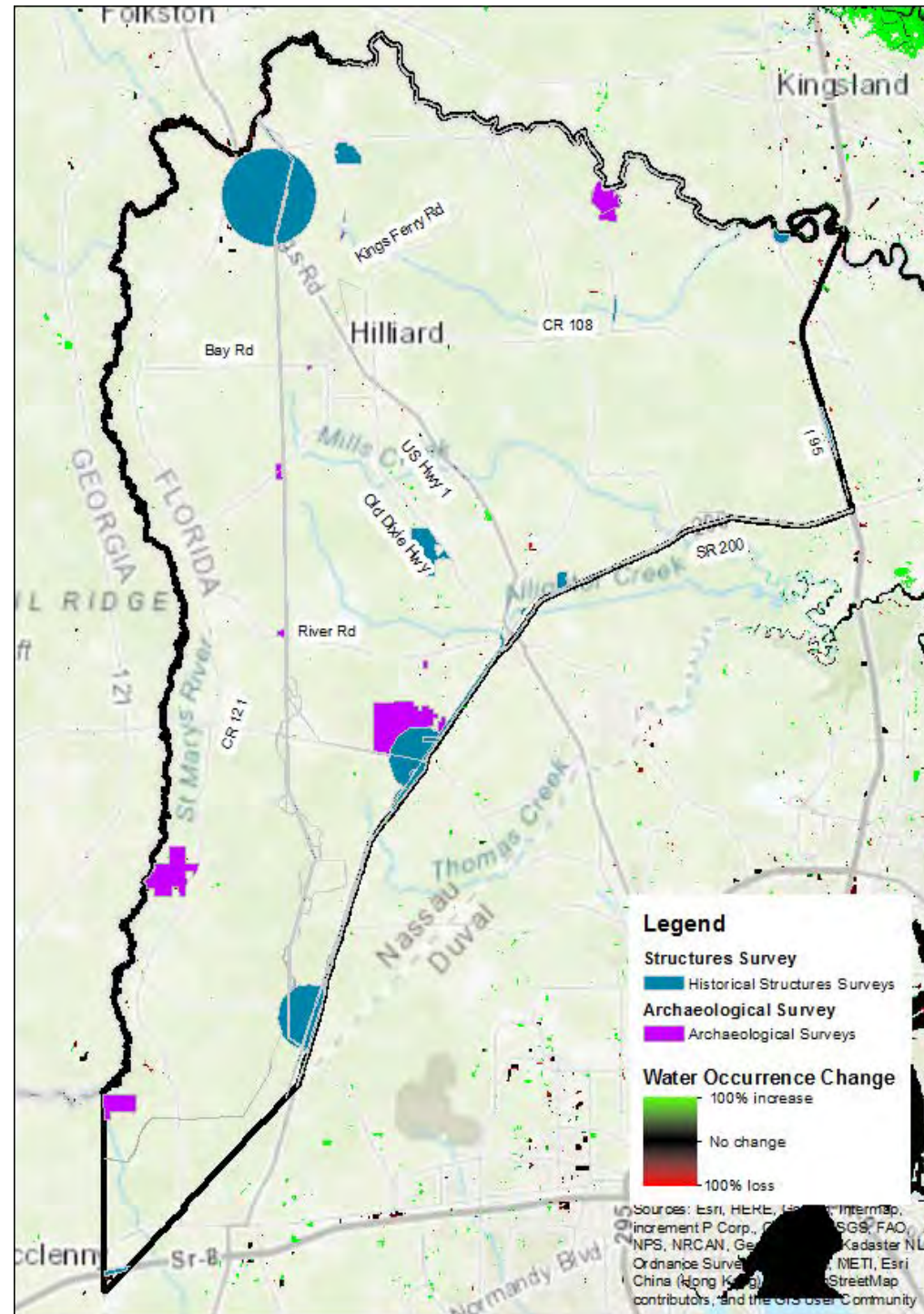


Sources: TBG Work Product; Florida Division of Historical Resources; NOAA

Series 18 Map 1. Cultural Resources Assessment Surveys and Water Occurrence Change

Areas that have been surveyed for historical structures or archaeological sites were compared with areas subject to increased water frequency occurrence. Similar to Series 17, this helps to assess the vulnerability of the County's cultural assets.

In the West there is little to no overlap between surveyed areas and increased water occurrence. However, several sites on Amelia Island have been impacted by increases in water frequency, particularly at the south end of the Island and South Amelia River.

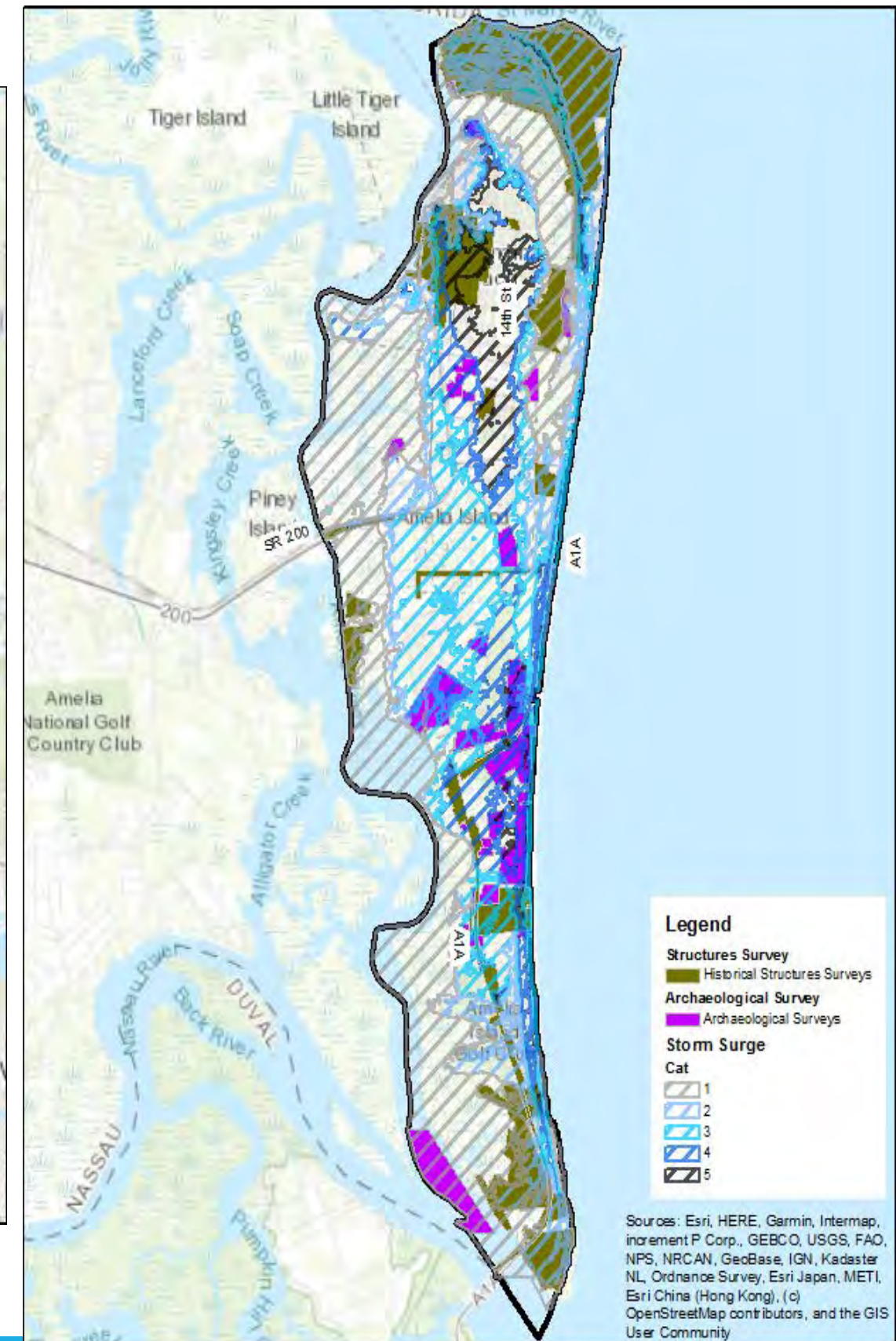
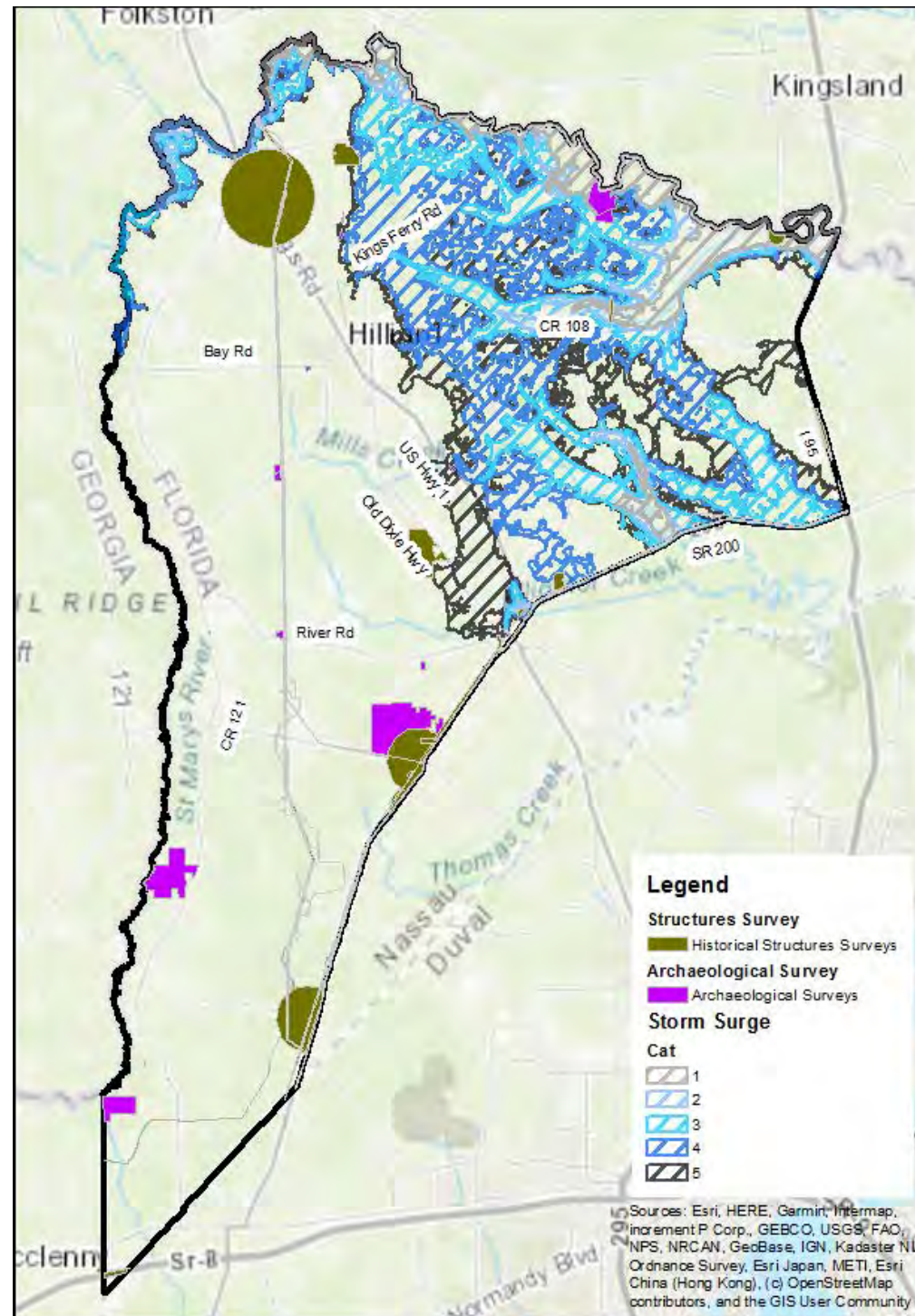


Series 18 Map 2. Cultural Resources Assessment Surveys and Storm Surge

To evaluate the exposure of cultural assets to event-driven flooding, Series 18 Map 2 compares areas that have been surveyed for cultural resources to areas affected by storm surge.

In the West area, only one archaeological site within White Oak Plantation along the St. Marys River is subject to a Category 2 storm surge.

All of the inventoried sites on Amelia Island are subject to a Category 5 storm surge, where those closer to the coast or Intracoastal Waterway are within a higher probability storm surge category (generally Categories 2 and 3).



Series 18 Map 3. Cultural Resources Assessment Surveys and Sea Level Rise

To evaluate the exposure of cultural assets to sea level rise, Series 18 Map 3 compares areas that have been surveyed for cultural resources to sea level rise scenarios. In the West, the surroundings of the White Oak Plantation and St. Marys River overlap with a 1 ft. sea level rise.

Sites at the northern and southern ends of Amelia Island are more exposed to the several sea level rise scenarios. These include Amelia Island and Ft Clinch State Parks, and part of the City of Fernandina Beach Historic District (discussed below).

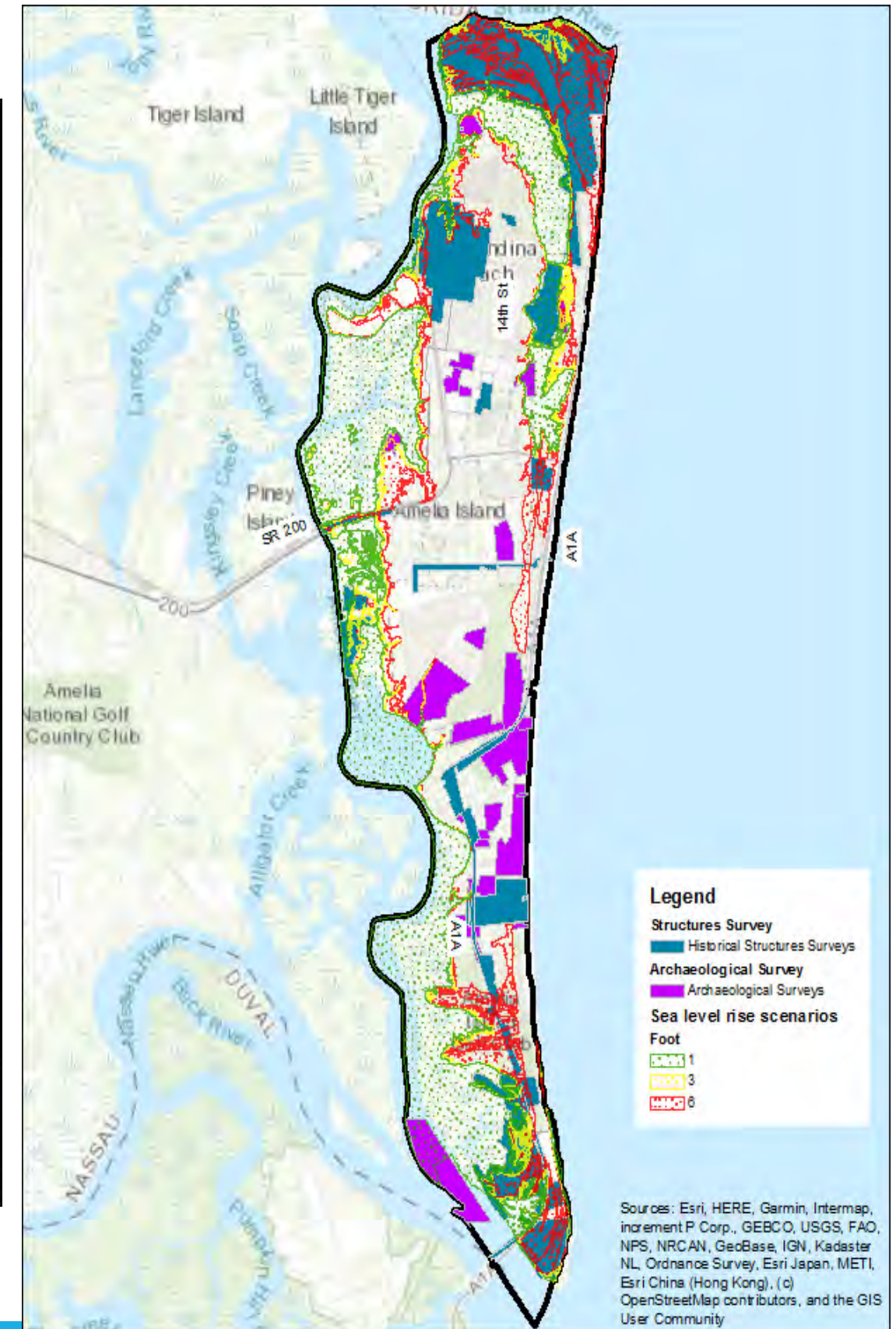
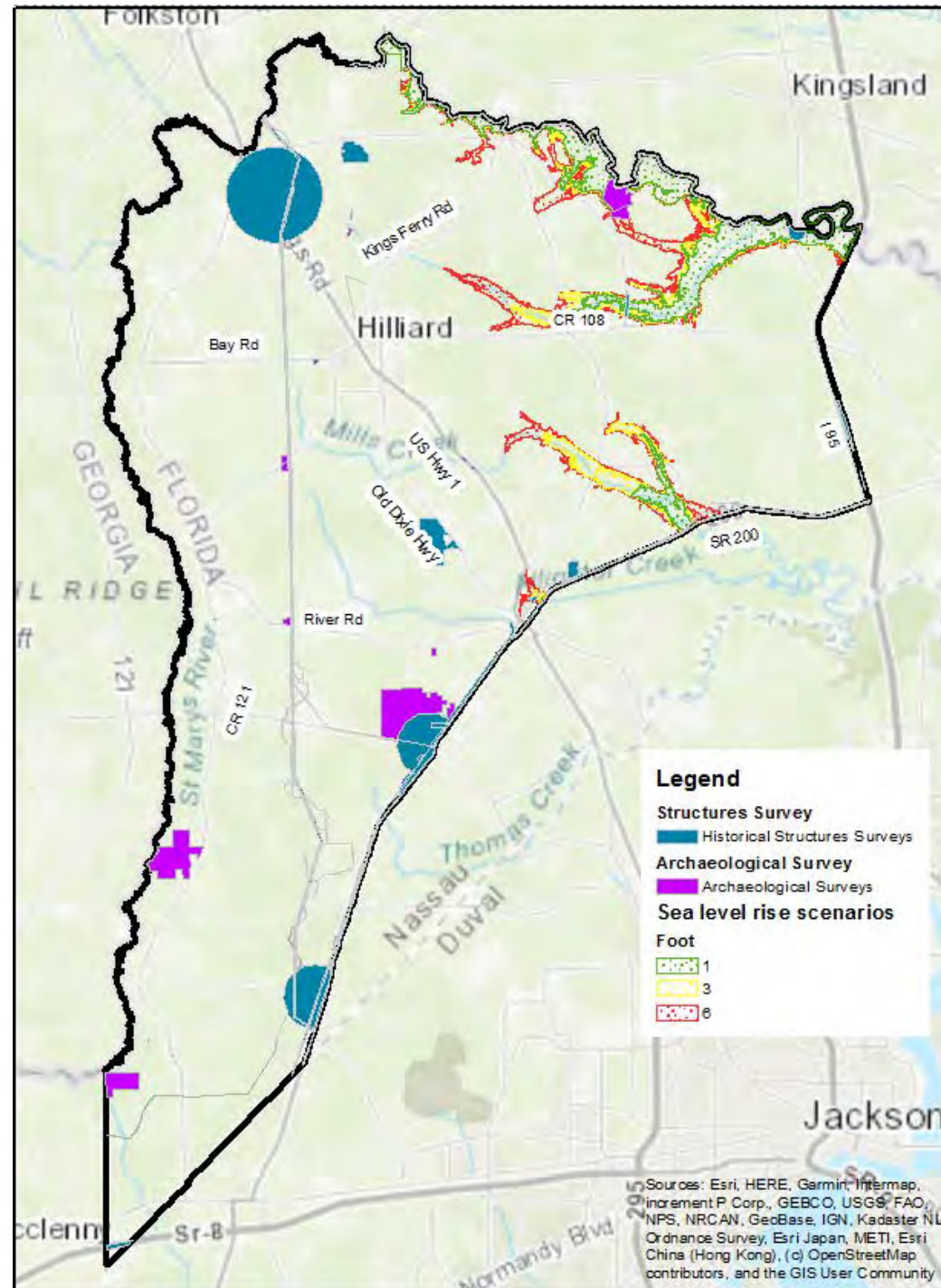
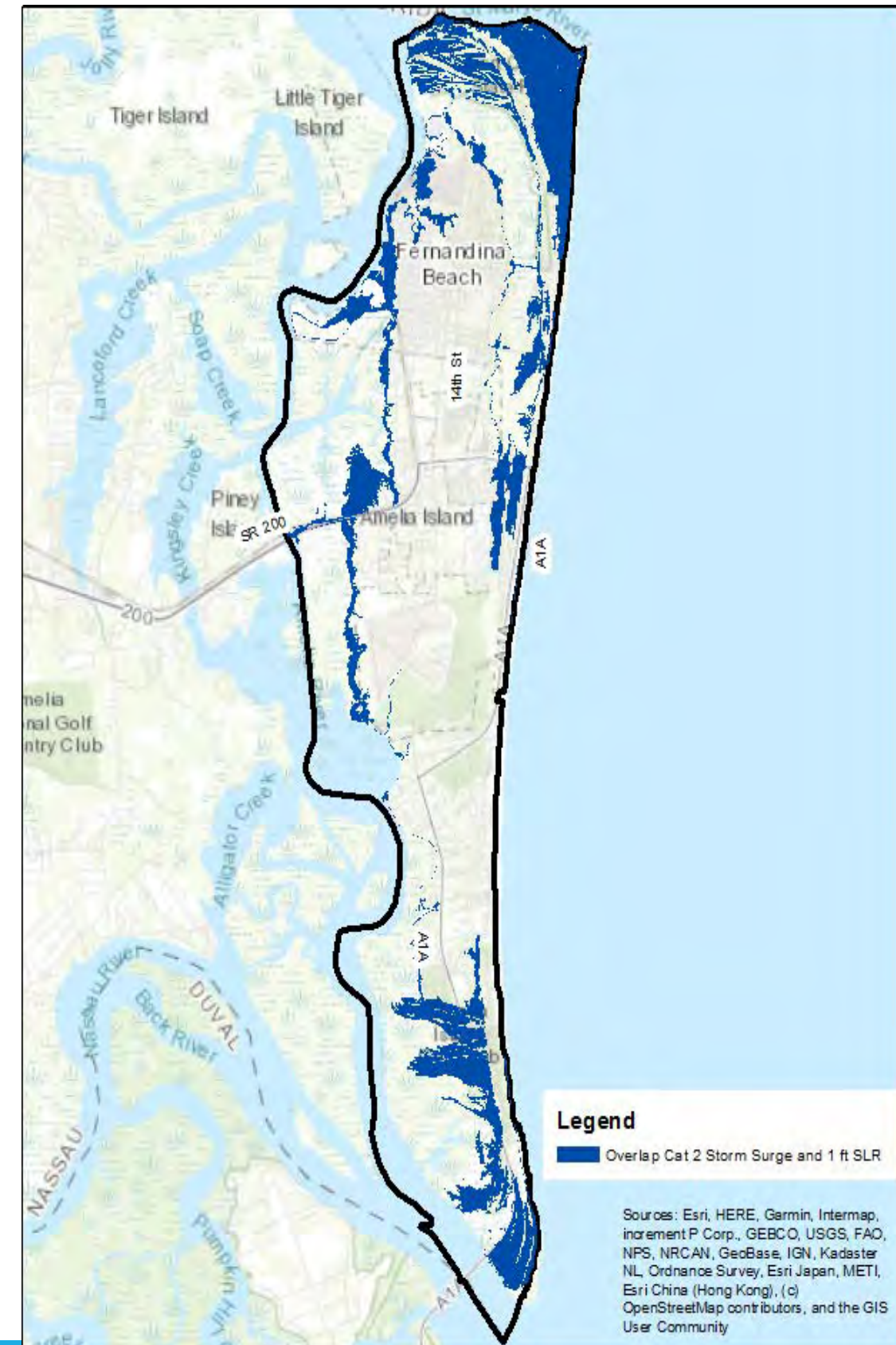
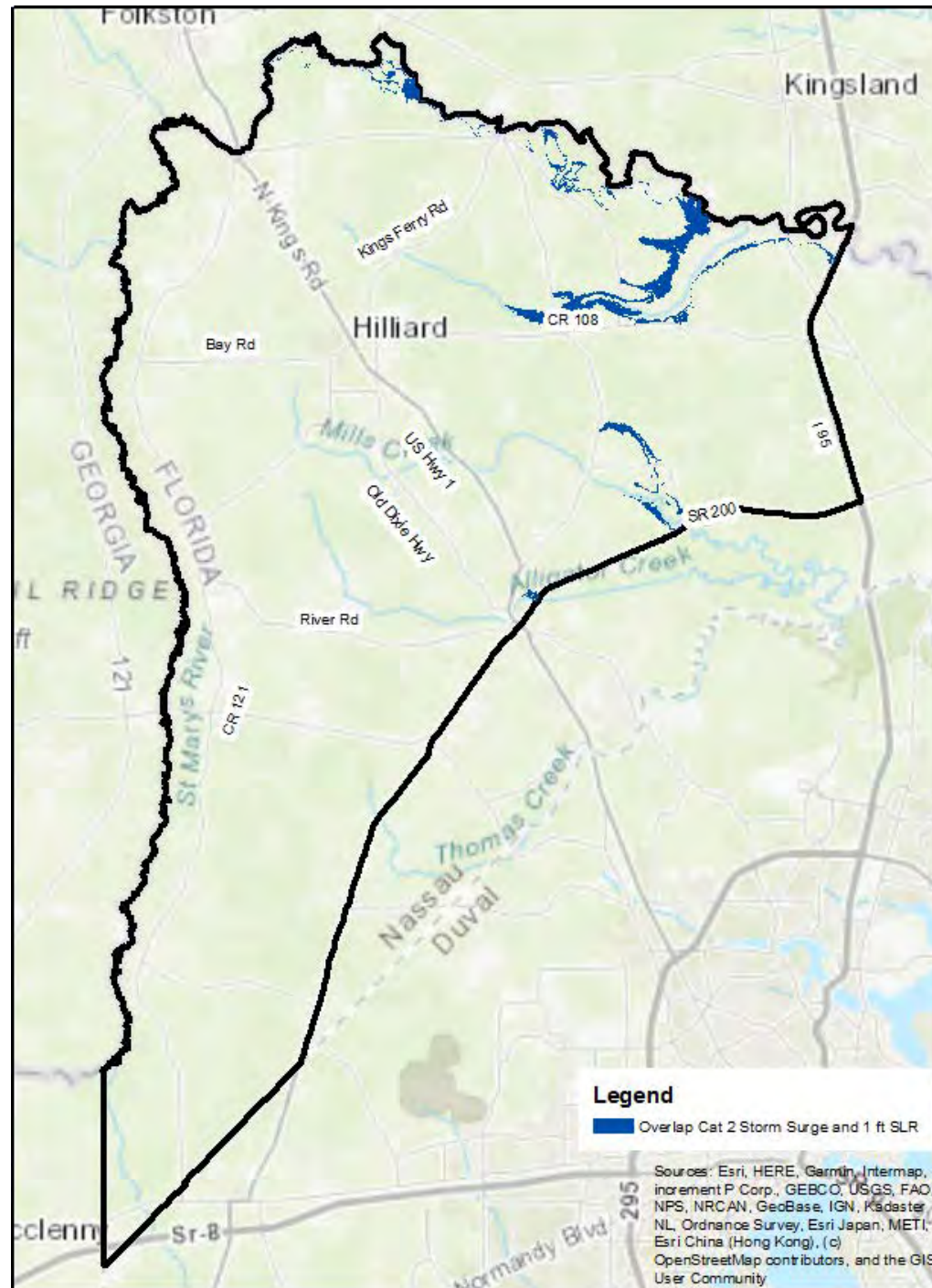


Figure 3. Compounded Effects of Storm Surge and Sea Level Rise

The storm surge maps shown throughout this report do not incorporate sea level rise. Figure 3 illustrates those areas where a Category 2 storm surge zone overlaps with area subject to inundation by a 1 ft. sea level rise zone.

While the true extent of impact has not been modelled hydrologically here, the zones that are highlighted may be representative of those areas expected to be inundated by a Category 1 storm event once sea level rise in the region has reached 1 ft. In sum, the impacts of lower intensity storm events will be magnified by sea level rise.

Both study areas include regions of increased risk. In the West, the St Marys tributary to the St Marys River is one such area. On Amelia Island, large areas at the north and south ends as well as parts of the City of Fernandina Beach and the SR 200 entry to the island are subject to this increased risk.



Tourism-related and manufacturing parcels in Amelia Island were evaluated to estimate how much property value is at risk of storm surge and sea level rise. This was done using the same cumulative approach described elsewhere in the report for residential and commercial parcels impacted by storm surge and sea level rise. Table 4 and Table 5 are followed by figures that map the locations of these against the different flooding events.

If critical infrastructure is impacted, the costs to the community could include repair/rehabilitation expenses, loss of business use, which could lead to loss of sales and taxes, and potential loss of property value.

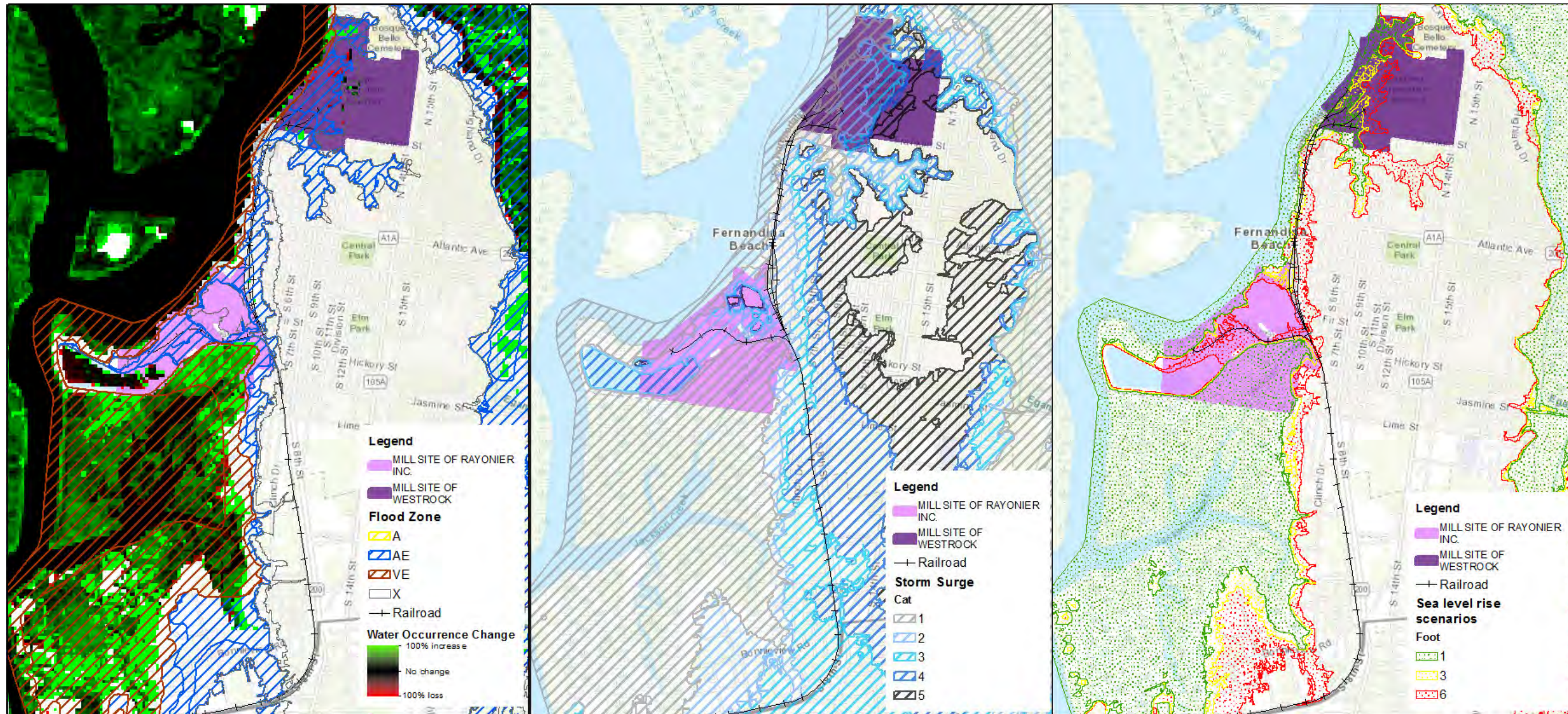
Table 4. Property Values (in Millions) Impacted by Storm Surge

Storm Surge Category	Hotels, Motels	Restaurants, Cafeterias	Drive-in Restaurants	Tourist attractions, permanent exhibits, other entertainment facilities, fairgrounds	Historic District	Mill Sites	Airport	White Oak Conservation
1	13.33	0.74	-	-	6.36	48.36	-	-
2	113.74	8.43	0.66	0.33	44.01	48.36	-	-
3	240.59	15.51	3.44	0.33	78.53	48.36	9.28	11.86
4	247.31	20.75	4.27	0.33	142.39	48.36	9.28	11.86
5	250.72	24.04	4.82	0.83	177.39	48.36	9.28	11.86

Table 5. Property Values (in Millions) Impacted by Sea Level Rise

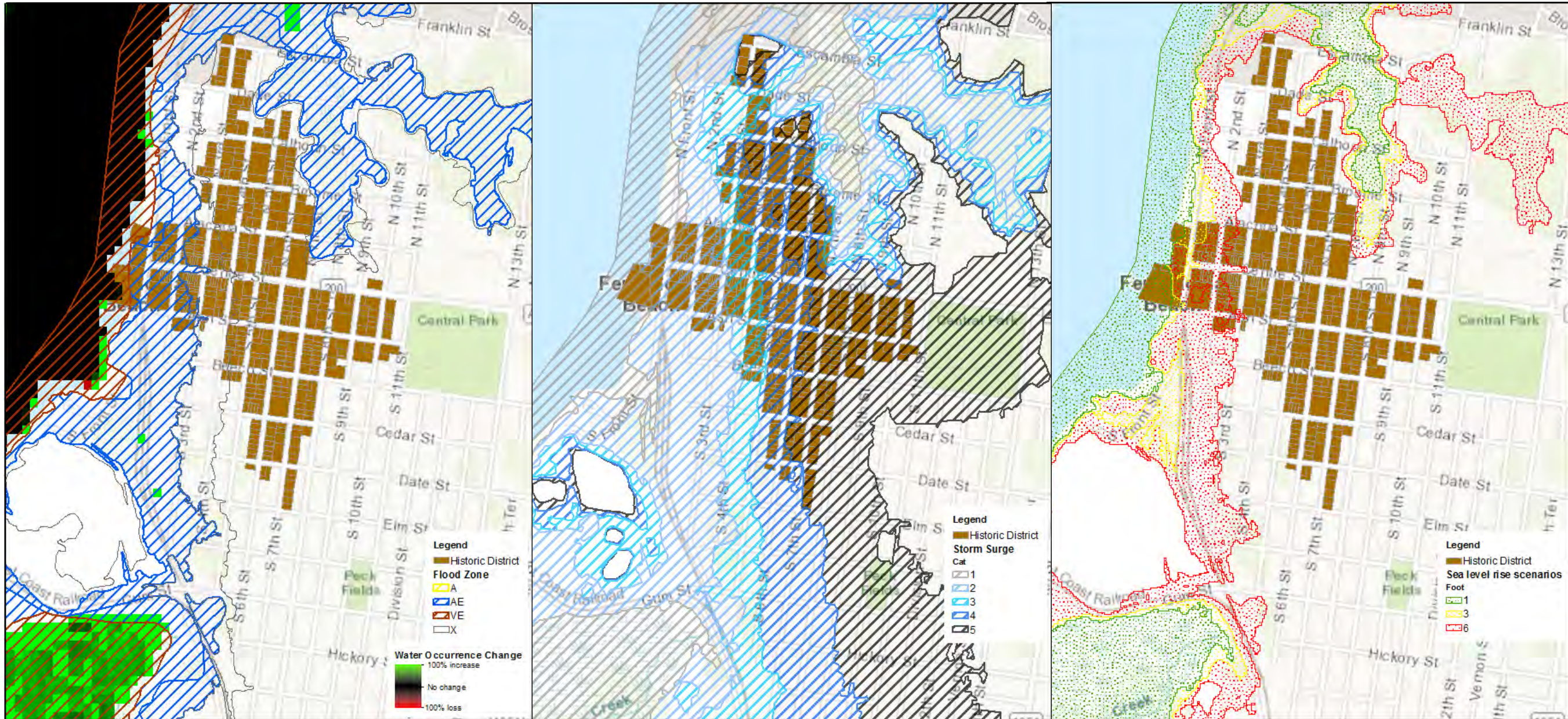
SLR Scenario (Ft)	Hotels, motels	Restaurants, cafeterias	Drive-in Restaurants	Tourist attractions, permanent exhibits, other entertainment facilities, fairgrounds	Historic District	Mill Sites	Airport	White Oak Conservation
1	13.33	-	-	-	5.06	48.36	-	-
3	24.87	1.61	-	-	6.36	48.36	-	-
6	110.42	7.82	0.66	-	40.81	48.36	-	11.86

Figure 4. Paper Mill Sites



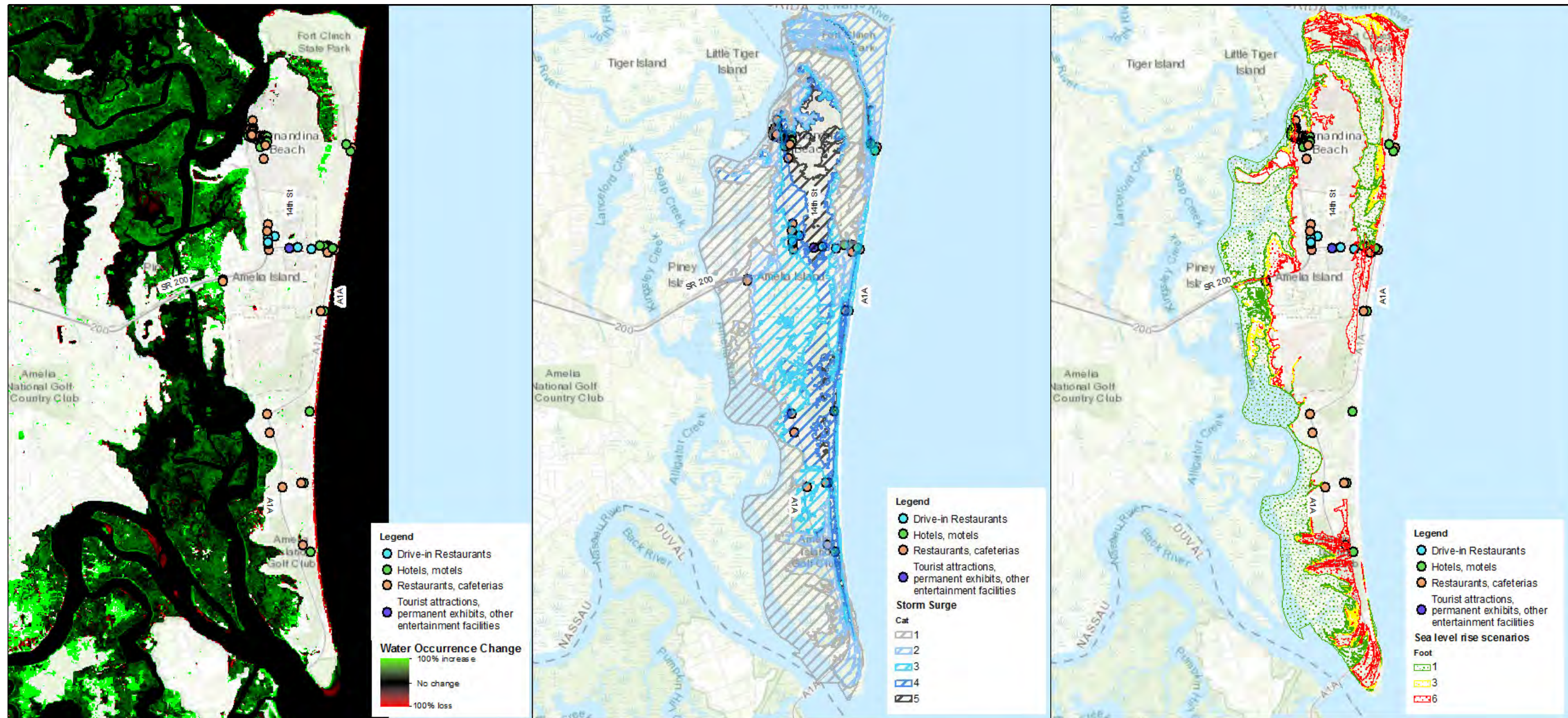
Given that paper-related manufacturing comprises more than 91% and 95% of Nassau County's manufacturing employment and wages, respectively, both mills were mapped against the three types of flooding events to assess their exposure. Both mills adjoin the Intracoastal Waterway, where there have been increases in surface water occurrence. However, these increases are more evident at the location of the Rayonier mill. Additionally, both sites are exposed to a Category 1 storm surge and a 1 ft. rise in sea levels.

Figure 5. Historic District



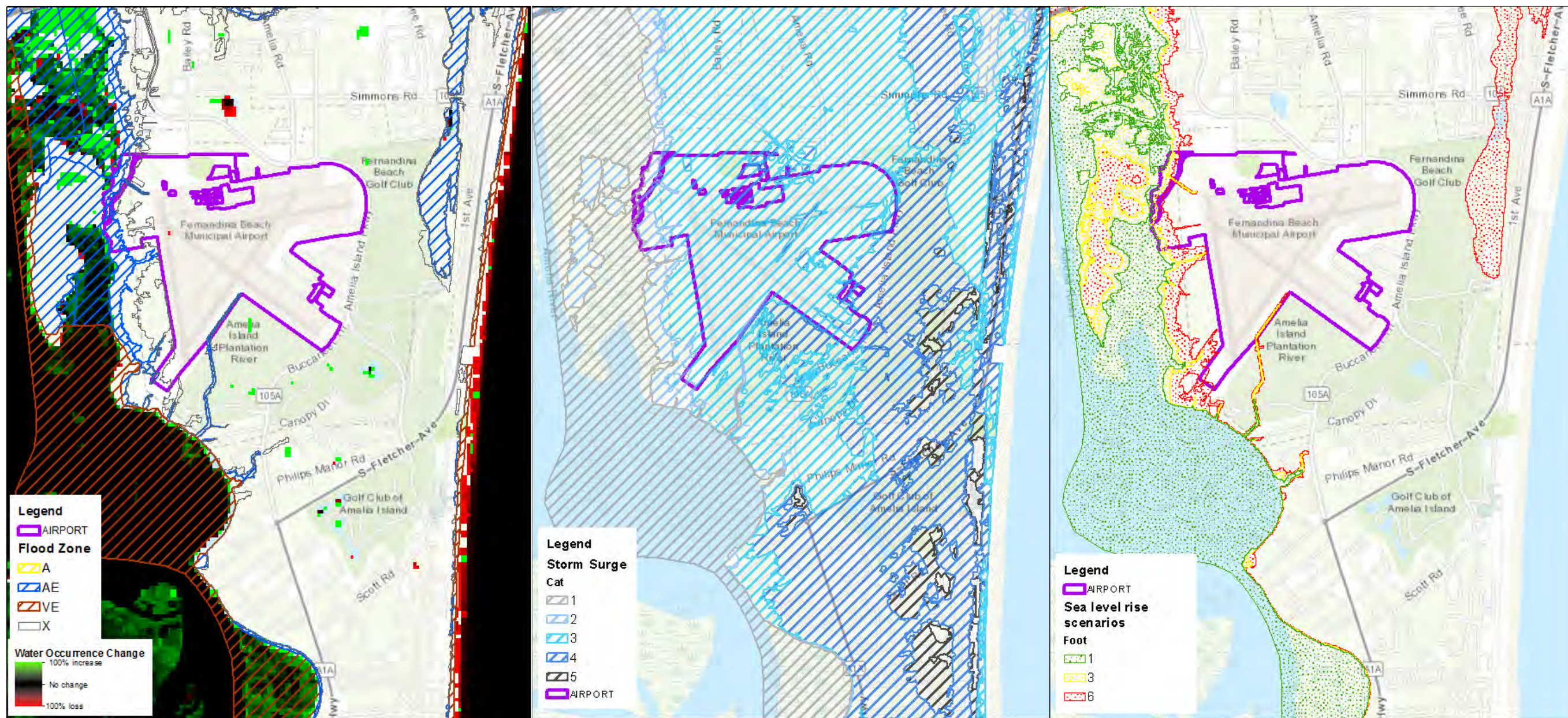
Tourism is now the dominant component of Nassau County's economy and the historic district of Fernandina Beach plays a key role. 2% of parcels within the District are within the area subject to a Category 1 storm surge, 38% are within a Category 3, and 99% within a Category 5 storm surge. Additionally, 1.5% and 14% of the parcels are vulnerable to a 1 ft. and 6 ft. sea level rise, respectively.

Figure 6. Amelia Island Tourism Sites



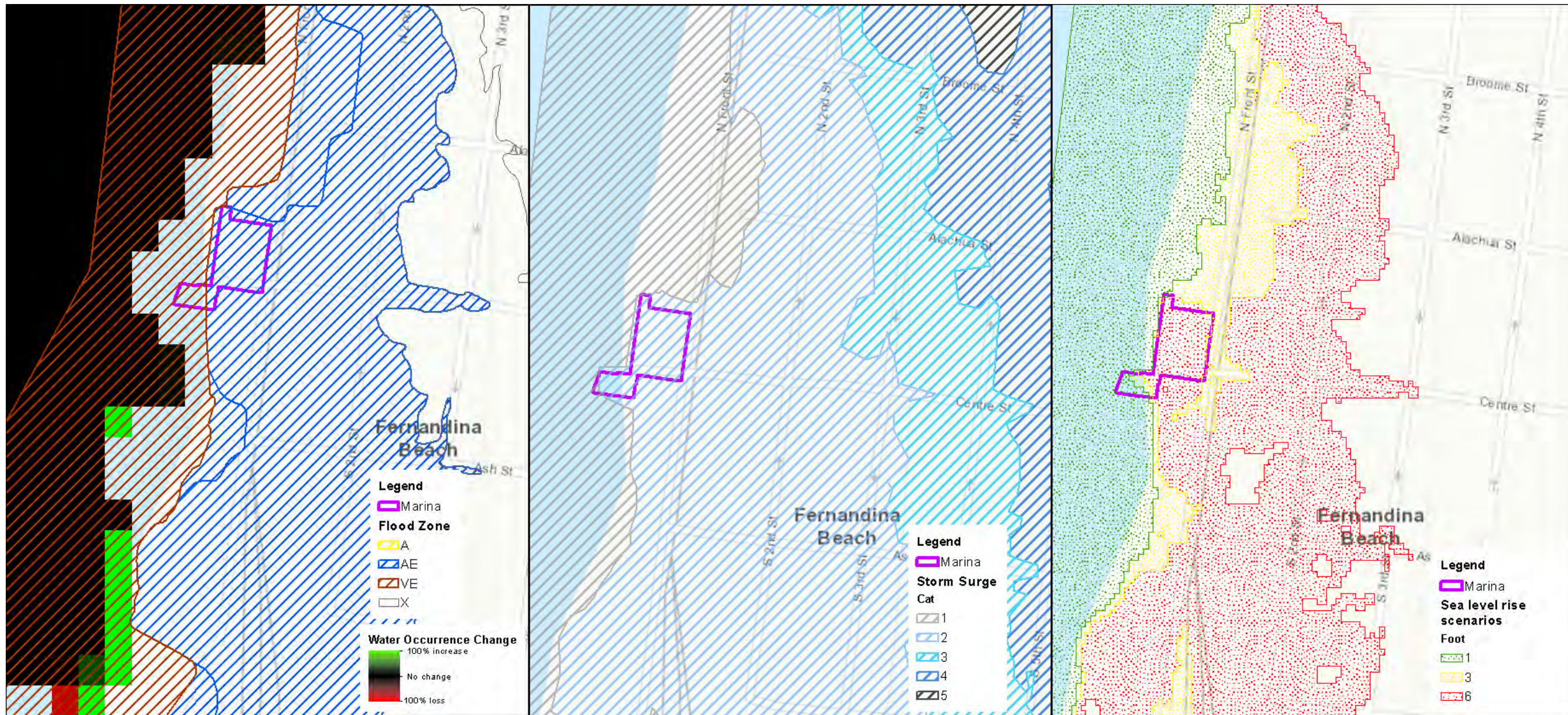
7% of hotels and motels on Amelia Island are within the area of a Category 1 storm surge, 37% are within a Category 3 and 74% are within a Category 5 storm surge. Additionally, 7% and 19% of the parcels are within a 1 ft. and 6 ft. sea level rise. In relation to restaurants and cafeterias on Amelia Island, 2% are within a Category 1, 59% are within a Category 3, and 88% are within a Category 5 storm surge. No restaurants are located within a 1 ft. sea level rise but 29% are within the area affected by a 6 ft. rise.

Figure 7. Fernandina Beach Municipal Airport



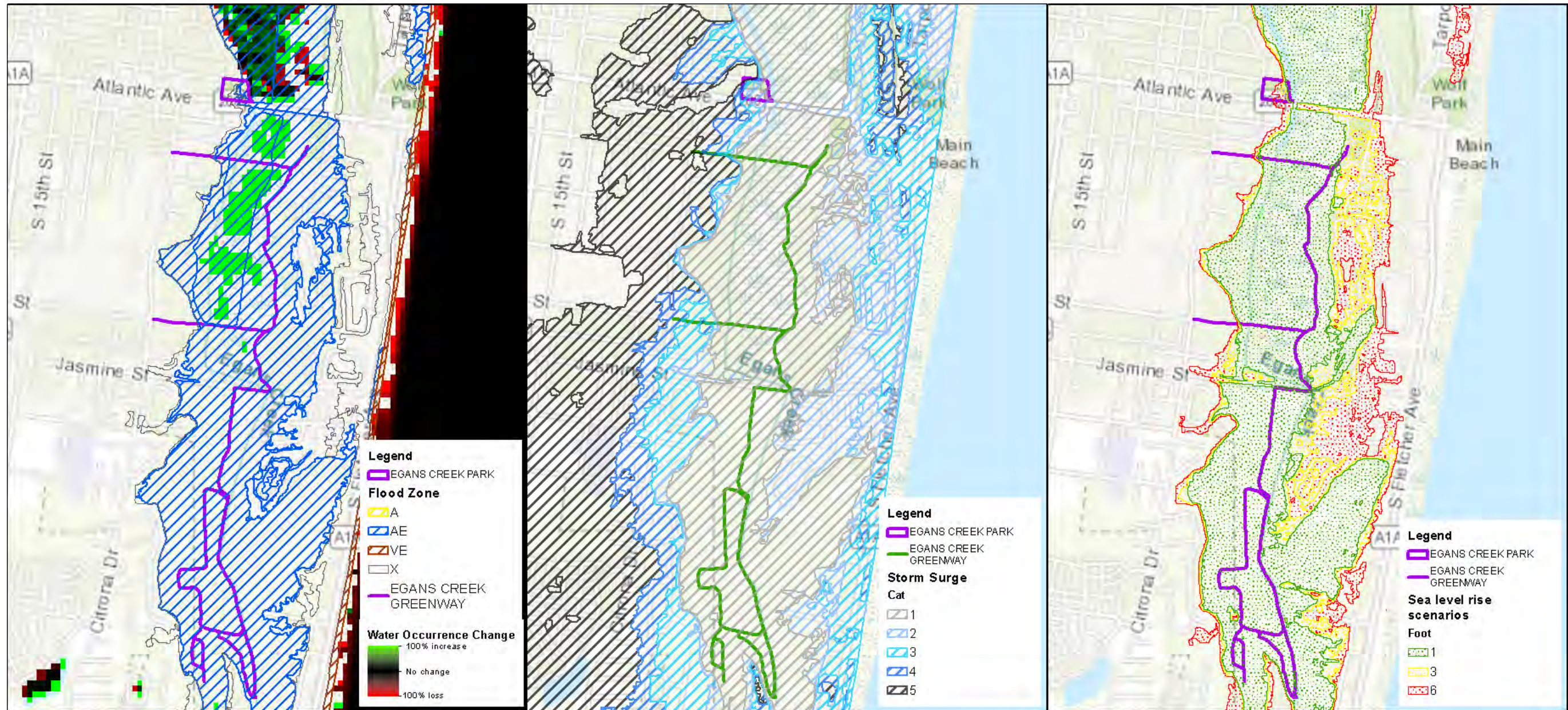
There has not been an increase in surface water occurrence within the parcel limits of the Fernandina Beach Municipal Airport. The airport would be impacted by a Category 3 or higher storm surge; a small portion in the western area of the airport parcel is within the areas affected by a 3 ft. and 6 ft. sea level rise.

Figure 8. Amelia Island Marina



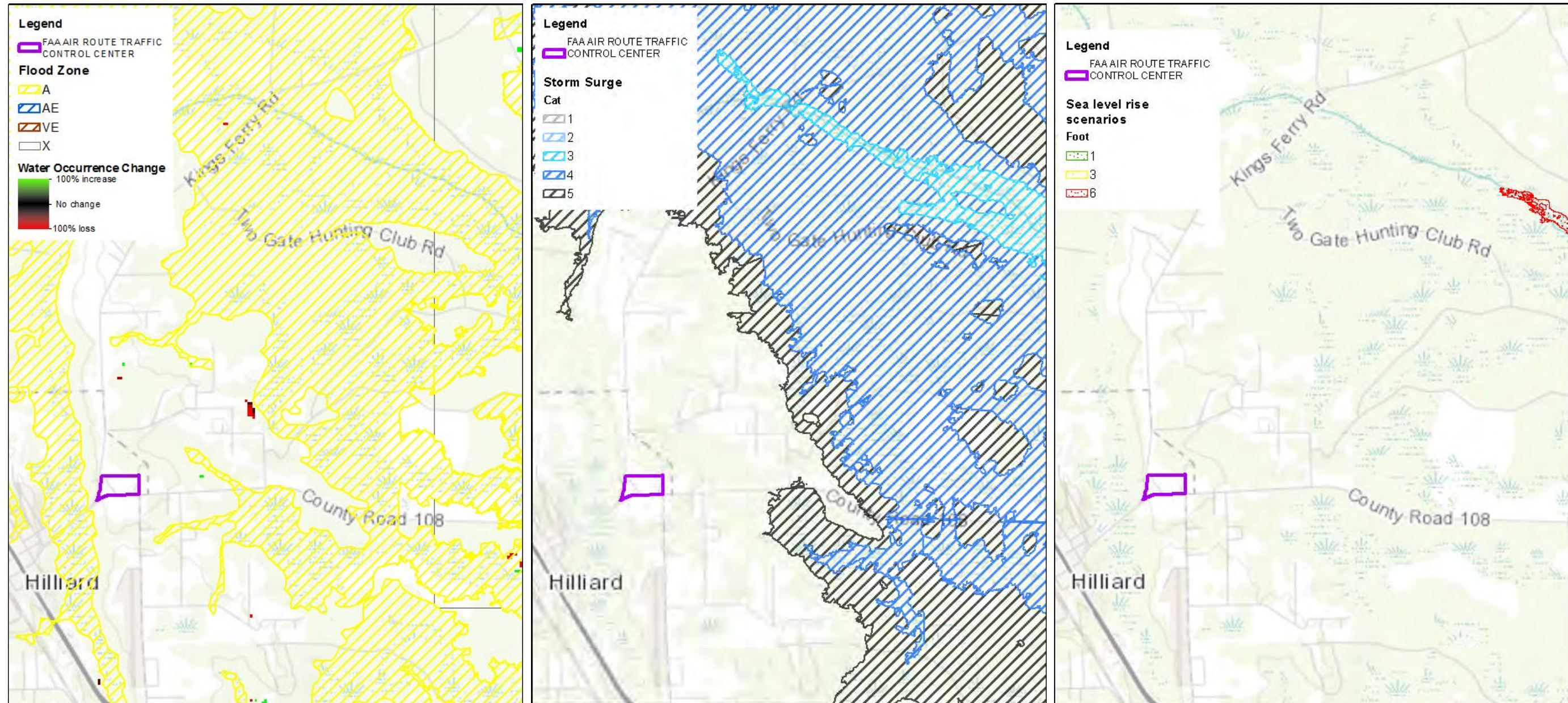
The Amelia Island Marina provides access to the Intracoastal Waterway. The Marina is subject to impacts of a Category 1 or higher storm surge and a 1 ft. sea level rise. The vicinity of the Marina has experienced an increase in the incidence of water frequency (episodic and seasonal flooding).

Figure 9. Egan's Creek Greenway



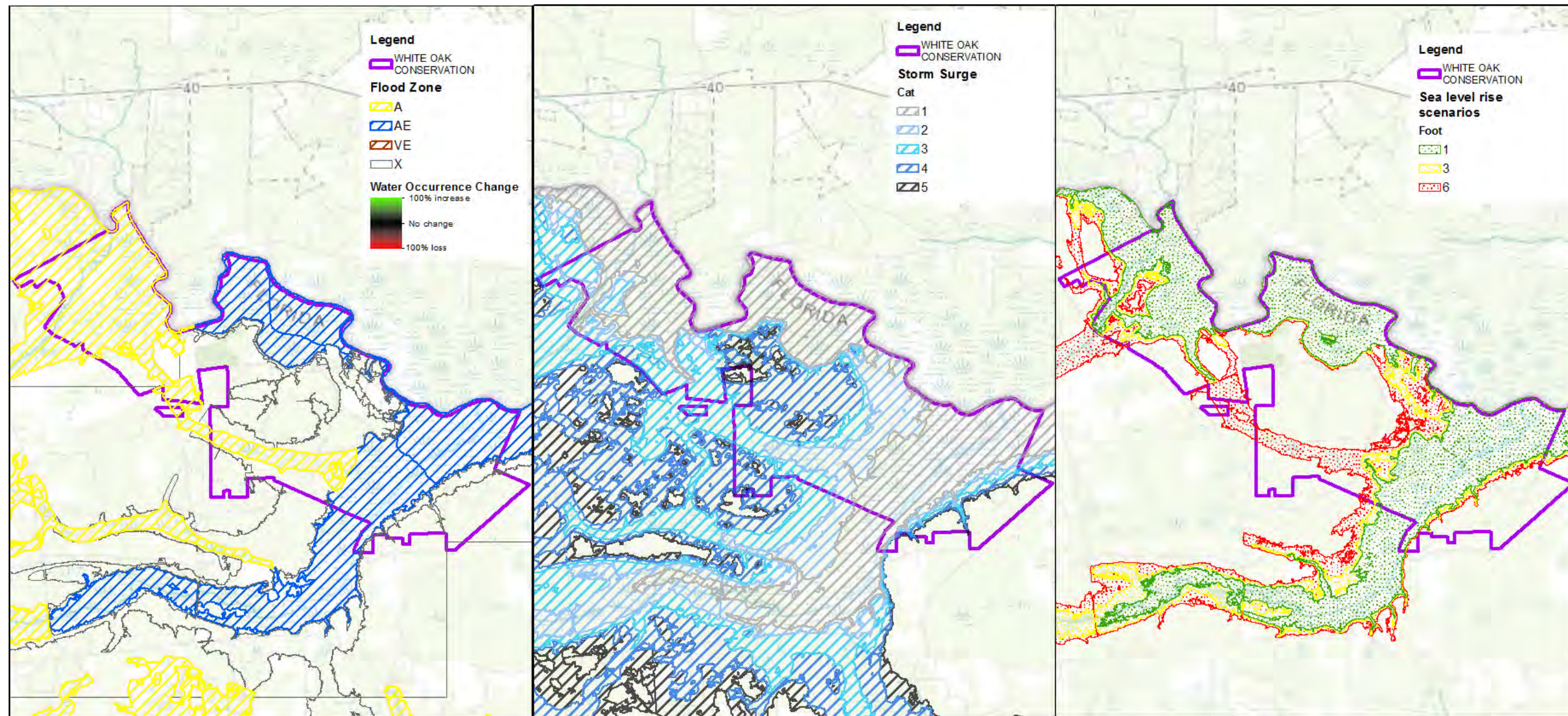
Since the 1980s there has been an increase in surface water occurrence in the surroundings of Egan's Creek Park on Amelia Island. Additionally, the park itself is subject to the impacts of a Category 1 storm surge and a 1 ft. sea level rise.

Figure 10. FAA Air Route Traffic Control Center



The property of the Federal Aviation Administration (FAA) air route traffic control near Hilliard does not overlap with any storm surge or sea level rise projections. Additionally, there is no evidence of increased surface water occurrence in the surroundings of the facility.

Figure 11. White Oak Conservation



White Oak Conservation owns several contiguous parcels by the St. Marys River and the Georgia border. While there have been nominal increases in surface water occurrence, parcels supporting White Oak's operations would be affected by either a Category 3 or greater storm surge or a 6 ft sea level rise.

Vulnerability Assessment: Findings

Nassau County conducted a vulnerability assessment focused on issues relating to flooding, drainage, storm events and sea level rise in two areas of the County: Amelia Island, and west of Interstate 95 on the mainland, north and west of State Road 200 / US 301. Both areas have additional development planned for locations that may be vulnerable to increased hazards.

The maps included in the vulnerability assessment reflect several overriding themes:

1. Much of Amelia Island is affected by the highest probability scenarios, including Category I storms and minimal sea level rise (1 ft.), including areas that are reasonably distant from the coastline. This may serve as a surprise to some residents and may begin a dialogue on measures that are needed to protect these areas from future damages.
2. Large areas that are served by septic tanks and drainfields are vulnerable to impacts from even minimal storm surge and sea level rise.
3. Vulnerable populations (elderly, poor, disabled) appear to be disproportionately affected by Cat I storm effects and minimal sea level rise.
4. Data reflecting increased water frequency shows concentrated impacts in areas with disproportionately high rates of poverty.

Sources

- European Commission Joint Research Centre (EC JRC)
- National Oceanic and Atmospheric Administration (NOAA)
- Northeast Florida Regional Council (NEFRC)
- Florida Department of Revenue
- Florida Division of Historical Resources
- Florida Natural Areas Inventory
- U.S. Census Bureau Topologically Integrated Geographic Encoding and Referencing (TIGER) data
- U.S. Census Bureau Longitudinal Employer-Household Dynamics data
- U.S. Department of Health, Florida Water Management Inventory

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 6/17/2020

Date: January 21, 2020

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION:

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Discussion
Novel Coronavirus (COVID-19) Update

ITEM TYPE: Discussion

REQUESTED ACTION:

SYNOPSIS: Vice Mayor Kreger will discuss Novel Coronavirus (COVID-19) updates and strategies related to reopening the economy, a second peak, and non-medical concerns (such as building ventilation) associated with the resumption of normal activities.

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Caroline Best, City Clerk

Dale L. Martin, City Manager 6/25/2020

Date: June 18, 2020

Submitted By: Caroline Best, City Clerk

COMMISSION ACTION:

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 6/17/2020

Date: June 16, 2020

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION:

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Resolution 2020-88
Budget Amendment - Information Technology Department

ITEM TYPE: Resolution (w/o fiscal impact)

REQUESTED ACTION: Consider Resolution 2020-88

SYNOPSIS: According to Code Sec 2-412 and Charter Section 74, the City Commission must approve any budget transfers over \$7,500.

Due to the increased contract with AT&T approved via Resolution 2019-158, a transfer is needed to cover the increased costs. Staff recommends a transfer from the General Fund Contingency account, 0018200 59900, in the amount of \$23,100 to the Information Technology Communications account, 0011310 54103.

FISCAL IMPACT: Funds are available for this transfer.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2020-88.

Dana Whicker, IT Manager	6/15/2020
Nicole Bednar, Administrative Services Manager	6/25/2020
Dale L. Martin, City Manager	6/26/2020
Tammi E. Bach, City Attorney	6/29/2020
Katie Newton, Legal Assistant	6/29/2020

Date: June 04, 2020

Submitted By: Pauline Testagrose, Comptroller

COMMISSION ACTION: Adopt

RESOLUTION 2020-88

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING AN AMENDMENT TO THE BUDGET FOR FISCAL YEAR 2019/2020; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, according to Code Sec 2-412 and Charter Section 74, the City Commission must approve any budget transfers over \$7,500; and

WHEREAS, due to the increased contract with AT&T approved via Resolution 2019-158, a transfer is needed to cover the increased costs; and

WHEREAS, staff recommends a transfer from the General Fund Contingency account, 0018200 59900, in the amount of \$23,100 to the Information Technology Communications account, 0011310 54103.

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

SECTION 1. The City Commission hereby approves a budget transfer of \$23,100 from the General Fund Contingency account, 0018200 59900, to the Information Technology Communications account, 0011310 54103.

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

ADOPTED this 7th day of July, 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

RESOLUTION 2019-158

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AMENDING RESOLUTION 2017-124; APPROVING A SPENDING INCREASE FOR AT&T CORPORATION WIDE AREA NETWORK BANDWIDTH SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fernandina Beach utilizes Wide Area Network (WAN) bandwidth services from AT&T Corporation; and

WHEREAS, the City Commission previously approved a Master Agreement between the City and AT&T Corporation via Resolution 2017-124; and

WHEREAS, due to increased use of the City's network for financial systems, document management, and the addition of security cameras at various City facilities, bandwidth requirements have increased significantly; and

WHEREAS, the cost of the additional bandwidth will increase the monthly fees from \$6,594.62 to approximately \$7,500.00. Funds are budgeted in IT Contractual account, 0011310 53400, and IT Communications - Internet account, 0011310 54103, in FY 2018/2019 and FY 2019/2020.

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

SECTION 1. The City Commission hereby approves the increased spending level of approximately \$7,500.00 for AT&T Corporation from that which was approved via Resolution 2017-124, attached hereto as Exhibit "A".

SECTION 2. This Resolution is effective immediately upon its final passage.

ADOPTED this 17th day of September, 2019.

ATTEST:

CITY OF FERNANDINA BEACH



Caroline Best
City Clerk



John A. Miller
Mayor – Commissioner

APPROVED AS TO FORM & LEGALITY:



Tammi E. Bach
City Attorney

RESOLUTION 2017-124

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING A MASTER SERVICES AGREEMENT WITH AT&T CORPORATION TO PROVIDE A MANAGED METRO-ETHERNET WIDE AREA NETWORK SOLUTION; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City utilizes Metro E services for its wide area network (WAN), which provides a shared network for the City to maintain software applications and store documents vital to the City's day-to-day operations; and

WHEREAS, there are only two providers of this service locally; and

WHEREAS, AT&T is the only vendor with the ability to adjust bandwidth at each site; and

WHEREAS, the amount per month is \$6594.62, and funding was budgeted and is available in various accounts in FY2016-2017 and FY2017-2018;

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

SECTION 1. The City Commission hereby approves the Master Agreement, attached hereto as Exhibit "A"; and the Pricing Sheet, attached hereto as Exhibit "B", with AT&T Corporation.

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 take effect immediately upon passage.

ADOPTED this 15th day of August, 2017.

CITY OF FERNANDINA BEACH



Robin C. Lentz
Commissioner-Mayor

ATTEST:

APPROVED AS TO FORM AND LEGALITY:



Caroline Best
City Clerk



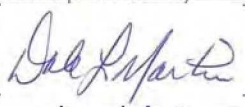
Tammi E. Bach
City Attorney



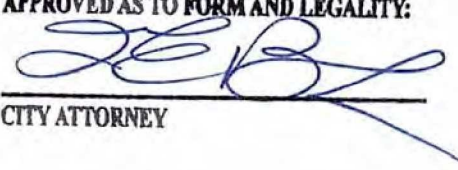
**Amendment to the
MASTER AGREEMENT**

Customer CITY OF FERNANDINA Street Address: 204 Ash St City: Fernandina Beach State/Province: FL Zip Code: 320344230 Country: USA	AT&T AT&T Corp.
Customer Contact (for notices) Name: Dana Whicker Title: Information Technology Manager Street Address: 516 S 10 th Street City: Fernandina Beach State/Province: FL Zip Code: 32034 Country: USA Telephone: 9043103286 Fax: Email: dwhicker@fbfl.org	AT&T Contact (for notices) Street Address: 10375 Centurion Parkway N 4D-28 City: Jacksonville State/Province: FL Zip Code: 32256 Country: USA With a copy to: AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com

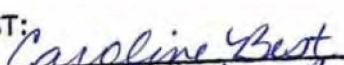
This Amendment ("Amendment") to the AT&T Master Agreement, MA50002328UA dated January 25, 2016, ("Master Agreement") between the customer named above ("Customer") and the AT&T entity named above ("AT&T"), is effective when signed by both Customer and AT&T.

Customer (by its authorized representative)	AT&T (by its authorized representative)
By: 	By: 
Name: Dale Martin	Name: Veronica Danao
Title: City Manager	Title: Contract Specialist CGI
Date: 8/16/17	Date: 31 Aug 2017 CS-MM455X

APPROVED AS TO FORM AND LEGALITY:


CITY ATTORNEY

ATTEST:

By: 
Printed Name: Caroline Best
Title: City Clerk



**Amendment to the
MASTER AGREEMENT**

A. **WHEREAS**, the parties have entered into a Master Agreement, pursuant to which, in conjunction with various Pricing Schedules and supporting contract documents, AT&T provides various AT&T services to Customer.

B. **WHEREAS**, the parties desire to modify the terms and conditions of the Master Agreement, from the Effective Date of this Amendment.

NOW, THEREFORE, the parties hereby agree as follows:

- a. Article 4.4 titled Payments, under Article 4 PRICING AND BILLING, is modified by adding the statement regarding State Prompt Payment Act.

4.4 Payments. *Payment shall be made in accordance with Florida Statute 218, Florida Prompt Payment Act.* Payment is due within 30 days after the date of the invoice (unless another date is specified in an applicable Tariff or Guidebook) and must refer to the invoice number. Charges must be paid in the currency specified in the invoice. Restrictive endorsements or other statements on checks are void. Customer will reimburse AT&T for all costs associated with collecting delinquent or dishonored payments, including reasonable attorneys' fees. AT&T may charge late payment fees at the lowest of (a) 1.5% per month (18% per annum), (b) for Services contained in a Tariff or Guidebook at the rate specified therein, or (c) the maximum rate allowed by law for overdue payments.

- b. Article 10.11 titled Governing Law, under Article 10. MISCELLANEOUS PROVISIONS, is modified by changing the state law to Florida.

10.11 Governing Law. This Agreement will be governed by the law of the State of Florida, without regard to its conflict of law principles, unless a regulatory agency with jurisdiction over the applicable Service applies a different law. The United Nations Convention on Contracts for International Sale of Goods will not apply.

Except for this Amendment, the Agreement remains unchanged. The validity of all terms and conditions not expressly amended by this Amendment remain unaffected. This Amendment constitutes an integral part of the Agreement, sets forth, together with the Agreement, the entire agreement between the Parties in respect of the subject matter of this Amendment and the Agreement.

AT&T WORLDWIDE COMMUNICATIONS INC.

VANDERBILT / T3



Sales Contact Information
WADLEY; W.
904-407-2751
cw3669@us.att.com

eSign Fax Cover Sheet Contract Id: 4698292

To: AT&T Automated Fax Handling Service

From:

Fax: 877-374-4632 or 877-eSignFax

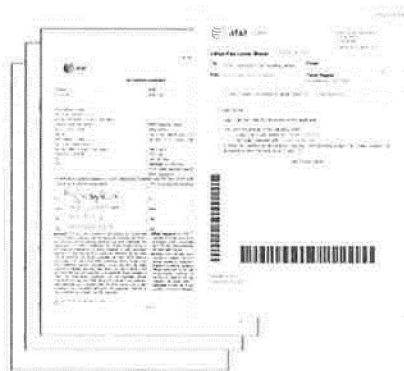
Total Pages: 8
(Excluding Fax Cover Sheet)

Or with Copiers / Scanners w/ email, Send To: esign@att.com

To sign via fax:

1. Sign, Title and Date the document where applicable,
2. Fax back documents in the following order:
 - I. eSign Fax Cover Sheet for Contract Id: 4698292
 - II. All Pages stamped with Contract Id: 4698292
3. If there are additional documents, use the corresponding eSign Fax Cover Sheet(s) as separator(s) and Fax back as in 2.I and 2.II.

(see Picture below)



Request Id: 1176576
Contract Id: 4698292



MASTER AGREEMENT

Customer	AT&T
CITY OF FERNANDINA Street Address: 204 ASH ST,NA City: FERNANDINA BEACH State/Province : FL Zip Code: 320344230 Country: United States	AT&T Corp.
Customer Contact (for notices)	AT&T Contact (for notices)
Name: Dana Whicker Title: Information Technology Manager Street Address: 516 S 10th Street City: Fernandina Beach State/Province: FL Zip Code: 32034 Country: United States Telephone: 9043103286 Fax: Email: dwhicker@fbfl.org	Street Address: 10375 CENTURION PKWY N 4D-28 City: JACKSONVILLE State/Province: FL Zip Code: 32256 Country: United States <u>With a copy to:</u> AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com

This Master Agreement ("Master Agreement"), between the customer named above ("Customer") and the AT&T entity named above ("AT&T"), is effective when signed by both Customer and AT&T

Customer (by its authorized representative)	AT&T (by its authorized representative)
By: eSigned - Dana Whicker	By: eSigned - AT&T Accepted
Name:	Name:
Title: Network Administrator	Title:
Date: 25 Jan 2016	Date: 25 Jan 2016

MASTER AGREEMENT

1. INTRODUCTION

1.1 **Overview of Documents.** This Master Agreement and the following additional documents (collectively, the "Agreement") shall apply to all products and services AT&T provides Customer pursuant to this Agreement ("Services") and shall continue in effect so long as Services are provided under this Agreement:

- (a) **Pricing Schedules.** A "Pricing Schedule" means a pricing schedule (including related attachments) or other document that is attached to or is later executed by the parties and references this Master Agreement. A Pricing Schedule includes the Services, the pricing (including discounts and commitments, if applicable) and the pricing schedule term ("Pricing Schedule Term").
- (b) **Tariffs and Guidebooks.** "Tariffs" are documents containing the descriptions, pricing and other terms and conditions for a Service that AT&T or its Affiliates file with regulatory authorities. "Guidebooks" are documents (designated as Guidebooks or Price Lists) containing the descriptions, pricing and other terms and conditions for a Service that were but no longer are filed with regulatory authorities. Tariffs and Guidebooks can be found at att.com/servicepublications or other locations AT&T may designate.
- (c) **Acceptable Use Policy.** AT&T's Acceptable Use Policy ("AUP") applies to (i) Services provided over or accessing the Internet and (ii) wireless (i.e., cellular) data and messaging Services. The AUP can be found at att.com/aup or other locations AT&T may designate.
- (d) **Service Guides.** The descriptions, pricing and other terms and conditions for a Service not covered by a Tariff or Guidebook may be contained in a Service Guide, which can be found at att.com/servicepublications or other locations AT&T may designate.

1.2 **Priority of Documents.** The order of priority of the documents that form this Agreement is: the applicable Pricing Schedule or Order; this Master Agreement; the AUP; and Tariffs, Guidebooks and Service Guides; provided that Tariffs will be first in priority in any jurisdiction where applicable law or regulation does not permit contract terms to take precedence over inconsistent Tariff terms.

1.3 **Revisions to Documents.** Subject to Section 8.2(b) (Materially Adverse Impact), AT&T may revise Service Publications at any time.

1.4 **Execution by Affiliates.** An AT&T Affiliate or Customer Affiliate may sign a Pricing Schedule in its own name, and such Affiliate contract will be a separate but associated contract incorporating the terms of this Agreement. Customer and AT&T will cause their respective Affiliates to comply with any such separate and associated contract.

2. AT&T DELIVERABLES

2.1 **Services.** AT&T will either provide or arrange to have an AT&T Affiliate provide Services to Customer and its Users, subject to the availability and operational limitations of systems, facilities and equipment. Where required, an AT&T Affiliate authorized by the appropriate regulatory authority will be the service provider. If an applicable Service Publication expressly permits placement of an order for a Service under this Master Agreement without the execution of a Pricing Schedule, Customer may place such an order using AT&T's standard ordering processes (an "Order"), and upon acceptance by AT&T, the Order shall otherwise be deemed a Pricing Schedule under this Master Agreement for the Service ordered.

2.2 **AT&T Equipment.** Services may be provided using equipment owned by AT&T that is located at the Site ("AT&T Equipment"), but title to the AT&T Equipment will remain with AT&T. Customer must provide adequate space and electric power for the AT&T Equipment and keep the AT&T Equipment physically secure and free from liens and encumbrances. Customer will bear the risk of loss or damage to the AT&T Equipment (other than ordinary wear and tear), except to the extent caused by AT&T or its agents.

2.3 **Purchased Equipment.** Except as specified in a Service Publication, title to and risk of loss of Purchased Equipment shall pass to Customer on delivery to the transport carrier for shipment to Customer's designated location.

2.4 **License and Other Terms.** Software, Purchased Equipment and Third-Party Services may be provided subject to the terms of a separate license or other agreement between Customer and either the licensor, the third-party service provider or the manufacturer. Customer's execution of the Pricing Schedule for or placement of an Order for Software, Purchased Equipment or Third-Party Services is Customer's agreement to comply with such separate agreement. Unless a Service Publication specifies otherwise, AT&T's sole responsibility with respect to Third-Party Services is to place Customer's orders for Third-Party Services, except that AT&T may invoice and collect payment from Customer for the Third-Party Services.

3. CUSTOMER'S COOPERATION

3.1 **Access Right.** Customer will in a timely manner allow AT&T access as reasonably required for the Services to property and equipment that Customer controls and will obtain at Customer's expense timely access for AT&T as reasonably required for the Services to property controlled by third parties such as Customer's landlord. AT&T will coordinate with and, except in an emergency, obtain Customer's consent to enter upon Customer's property and premises, which consent shall not be unreasonably withheld. Access rights mean the right to construct, install, repair, maintain, replace and remove access lines and network facilities and the right to use ancillary equipment space within a building for Customer's connection to AT&T's network. Customer must provide AT&T timely information and access to Customer's facilities and equipment as AT&T reasonably requires for the Services, subject to Customer's reasonable security policies. Customer will furnish any conduit, holes, wireways, wiring, plans, equipment, space, power/utilities and other items as AT&T reasonably requires for the Services and will obtain any necessary licenses, permits and consents (including easements and rights-of-way). Customer will have the Site ready for AT&T to perform its work according to a mutually agreed schedule.

MASTER AGREEMENT

3.2 Safe Working Environment. Customer will ensure that the location at which AT&T installs, maintains or provides Services is a safe working environment, free of Hazardous Materials and reasonably suitable for the Services. "Hazardous Materials" mean any substance or material capable of posing an unreasonable risk to health, safety or property or whose use, transport, storage, handling, disposal or release is regulated by any law related to pollution, to protection of air, water or soil or to health and safety. AT&T shall have no obligation to perform work at a location that is not a suitable and safe working environment or to handle, remove or dispose of Hazardous Materials.

3.3 Users. "User" means anyone who uses or accesses any Service provided to Customer. Customer will cause Users to comply with this Agreement and is responsible for Users' use of any Service unless expressly provided to the contrary in an applicable Service Publication.

3.4 Resale of Services. Customer may not resell the Services or rebrand the Services for resale to third parties without AT&T's prior written consent.

4. PRICING AND BILLING

4.1 Pricing and Pricing Schedule Term; Terms Applicable After End of Pricing Schedule Term. The prices listed in a Pricing Schedule are stabilized until the end of the Pricing Schedule Term and will apply in lieu of the corresponding prices set forth in the applicable Service Publication. No promotion, credit, discount or waiver set forth in a Service Publication will apply. Unless the Pricing Schedule states otherwise, at the end of the Pricing Schedule Term, Customer may continue Service (subject to any applicable notice or other requirements in a Service Publication for Customer to terminate a Service Component) under a month-to-month service arrangement at the prices, terms and conditions in effect on the last day of the Pricing Schedule Term. AT&T may change such prices, terms or conditions on 30 days' prior notice to Customer.

4.2 Additional Charges and Taxes. Prices set forth in a Pricing Schedule are exclusive of and Customer will pay all taxes (excluding those on AT&T's net income), surcharges, recovery fees, customs clearances, duties, levies, shipping charges and other similar charges (and any associated interest and penalties resulting from Customer's failure to timely pay such taxes or similar charges) relating to the sale, transfer of ownership, installation, license, use or provision of the Services, except to the extent Customer provides a valid exemption certificate prior to the delivery of Services. To the extent required by law, Customer may withhold or deduct any applicable taxes from payments due to AT&T, provided that Customer will use reasonable commercial efforts to minimize any such taxes to the extent allowed by law or treaty and will furnish AT&T with such evidence as may be required by relevant taxing authorities to establish that such tax has been paid so that AT&T may claim any applicable credit.

4.3 Billing. Unless a Service Publication specifies otherwise, Customer's obligation to pay for a Service Component begins upon availability of the Service Component to Customer. Customer will pay AT&T without deduction, setoff or delay for any reason (except for withholding taxes as provided in Section 4.2 - Additional Charges and Taxes or in Section 4.5 - Delayed Billing; Disputed Charges). At Customer's request, but subject to AT&T's consent (which may not be unreasonably withheld or withdrawn), Customer's Affiliates may be invoiced separately, and AT&T will accept payment from such Affiliates. Customer will be responsible for payment if Customer's Affiliates do not pay charges in accordance with this Agreement. AT&T may require Customer or its Affiliates to tender a deposit if AT&T determines, in its reasonable judgment, that Customer or its Affiliates are not creditworthy, and AT&T may apply such deposit to any charges owed.

4.4 Payments. Payment is due within 30 days after the date of the invoice (unless another date is specified in an applicable Tariff or Guidebook) and must refer to the invoice number. Charges must be paid in the currency specified in the invoice. Restrictive endorsements or other statements on checks are void. Customer will reimburse AT&T for all costs associated with collecting delinquent or dishonored payments, including reasonable attorneys' fees. AT&T may charge late payment fees at the lowest of (a) 1.5% per month (18% per annum), (b) for Services contained in a Tariff or Guidebook at the rate specified therein, or (c) the maximum rate allowed by law for overdue payments.

4.5 Delayed Billing; Disputed Charges. Customer will not be required to pay charges for Services initially invoiced more than 6 months after close of the billing period in which the charges were incurred, except for calls assisted by an automated or live operator. If Customer disputes a charge, Customer will provide notice to AT&T specifically identifying the charge and the reason it is disputed within 6 months after the date of the invoice in which the disputed charge initially appears, or Customer waives the right to dispute the charge. The portion of charges in dispute may be withheld and will not be considered overdue until AT&T completes its investigation of the dispute, but Customer may incur late payment fees in accordance with Section 4.4 (Payments). Following AT&T's notice of the results of its investigation to Customer, payment of all properly due charges and properly accrued late payment fees must be made within ten (10) business days. AT&T will reverse any late payment fees that were invoiced in error.

4.6 Credit Terms. AT&T retains a lien and purchase money security interest in each item of Purchased Equipment and Vendor Software until Customer pays all sums due. AT&T is authorized to sign and file a financing statement to perfect such security interest.

4.7 MARC. Minimum Annual Revenue Commitment ("MARC") means an annual revenue commitment set forth in a Pricing Schedule that Customer agrees to satisfy during each 12-consecutive-month period of the Pricing Schedule Term. If Customer fails to satisfy the MARC for any such 12-month period, Customer will pay a shortfall charge in an amount equal to the difference between the MARC and the total of the applicable MARC-Eligible Charges incurred during such 12-month period, and AT&T may withhold contractual credits until Customer pays the shortfall charge.

MASTER AGREEMENT**4.8 Adjustments to MARC.**

- (a) In the event of a business downturn beyond Customer's control, or a corporate divestiture, merger, acquisition or significant restructuring or reorganization of Customer's business, or network optimization using other Services, or a reduction of AT&T's prices, or a force majeure event, any of which significantly impairs Customer's ability to meet a MARC, AT&T will offer to adjust the affected MARC to reflect Customer's reduced usage of Services (with a corresponding adjustment to the prices, credits or discounts available at the reduced MARC level). If the parties reach agreement on a revised MARC, AT&T and Customer will amend the affected Pricing Schedule prospectively. This Section 4.8 will not apply to a change resulting from Customer's decision to use service providers other than AT&T. Customer will provide AT&T notice of the conditions Customer believes will require the application of this provision. This provision does not constitute a waiver of any charges, including monthly recurring charges and shortfall charges, Customer incurs prior to amendment of the affected Pricing Schedule.
- (b) If Customer, through merger, consolidation, acquisition or otherwise, acquires a new business or operation, Customer and AT&T may agree in writing to include the new business or operation under this Agreement. Such agreement will specify the impact, if any, of such addition on Customer's MARC or other volume or growth discounts and on Customer's attainment thereof.

5. CONFIDENTIAL INFORMATION

5.1 Confidential Information. Confidential Information means: (a) information the parties or their Affiliates share with each other in connection with this Agreement or in anticipation of providing Services under this Agreement (including pricing or other proposals), but only to the extent identified as Confidential Information in writing; and (b) except as may be required by applicable law or regulation, the terms of this Agreement.

5.2 Obligations. A disclosing party's Confidential Information will, for a period of 3 years following its disclosure to the other party (except in the case of software, for which the period is indefinite): (a) not be disclosed, except to the receiving party's employees, agents and contractors having a need-to-know (but only if such agents and contractors are not direct competitors of the other party and agree in writing to use and disclosure restrictions as restrictive as this Section 5) or to the extent authorized to be revealed by law, governmental authority or legal process (but only if such disclosure is limited to that which is so authorized and prompt notice is provided to the disclosing party to the extent practicable and not prohibited by law, governmental authority or legal process); (b) be held in confidence; and (c) be used only for purposes of using the Services, evaluating proposals for new services or performing this Agreement (including in the case of AT&T to detect fraud, to check quality and to operate, maintain and enhance the network and Services).

5.3 Exceptions. The restrictions in this Section 5 will not apply to any information that: (a) is independently developed by the receiving party without use of the disclosing party's Confidential Information; (b) is lawfully received by the receiving party free of any obligation to keep it confidential; or (c) becomes generally available to the public other than by breach of this Agreement.

5.4 Privacy. Each party is responsible for complying with the privacy laws applicable to its business. AT&T shall require its personnel, agents and contractors around the world who process Customer Personal Data to protect Customer Personal Data in accordance with the data protection laws and regulations applicable to AT&T's business. If Customer does not want AT&T to comprehend Customer data to which it may have access in performing Services, Customer must encrypt such data so that it will be unintelligible. Customer is responsible for obtaining consent from and giving notice to its Users, employees and agents regarding Customer's and AT&T's collection and use of the User, employee or agent information in connection with a Service. Customer will only make accessible or provide Customer Personal Data to AT&T when it has the legal authority to do so. Unless otherwise directed by Customer in writing, if AT&T designates a dedicated account representative as Customer's primary contact with AT&T, Customer authorizes that representative to discuss and disclose Customer's customer proprietary network information to any employee or agent of Customer without a need for further authentication or authorization.

6. LIMITATIONS OF LIABILITY AND DISCLAIMERS**6.1 Limitation of Liability.**

- (a) EITHER PARTY'S ENTIRE LIABILITY AND THE OTHER PARTY'S EXCLUSIVE REMEDY FOR DAMAGES ON ACCOUNT OF ANY CLAIM ARISING OUT OF AND NOT DISCLAIMED UNDER THIS AGREEMENT SHALL BE:
- (i) FOR BODILY INJURY, DEATH OR DAMAGE TO REAL PROPERTY OR TO TANGIBLE PERSONAL PROPERTY PROXIMATELY CAUSED BY A PARTY'S NEGLIGENCE, PROVEN DIRECT DAMAGES;
 - (ii) FOR BREACH OF SECTION 5 (Confidential Information), SECTION 10.1 (Publicity) OR SECTION 10.2 (Trademarks), PROVEN DIRECT DAMAGES;
 - (iii) FOR ANY THIRD-PARTY CLAIMS, THE REMEDIES AVAILABLE UNDER SECTION 7 (Third Party Claims);
 - (iv) FOR CLAIMS ARISING FROM THE OTHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, PROVEN DAMAGES; OR
 - (v) FOR CLAIMS OTHER THAN THOSE SET FORTH IN SECTION 6.1(a)(i)-(iv), PROVEN DIRECT DAMAGES NOT TO EXCEED, ON A PER CLAIM OR AGGREGATE BASIS DURING ANY TWELVE (12) MONTH PERIOD, AN AMOUNT EQUAL TO THE TOTAL NET CHARGES INCURRED BY CUSTOMER FOR THE AFFECTED SERVICE IN THE RELEVANT COUNTRY DURING THE THREE (3) MONTHS PRECEDING THE MONTH IN WHICH THE CLAIM AROSE.

MASTER AGREEMENT

- (b) EXCEPT AS SET FORTH IN SECTION 7 (Third Party Claims) OR IN THE CASE OF A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFITS, ADVANTAGE, SAVINGS OR REVENUES OR FOR INCREASED COST OF OPERATIONS.
- (c) THE LIMITATIONS IN THIS SECTION 6 SHALL NOT LIMIT CUSTOMER'S RESPONSIBILITY FOR THE PAYMENT OF ALL PROPERLY DUE CHARGES UNDER THIS AGREEMENT.

6.2 Disclaimer of Liability. AT&T WILL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR RELATING TO: INTEROPERABILITY, ACCESS OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, DATA, EQUIPMENT, SERVICES, CONTENT OR NETWORKS PROVIDED BY CUSTOMER OR THIRD PARTIES; SERVICE DEFECTS, SERVICE LEVELS, DELAYS OR ANY SERVICE ERROR OR INTERRUPTION, INCLUDING INTERRUPTIONS OR ERRORS IN ROUTING OR COMPLETING ANY 911 OR OTHER EMERGENCY RESPONSE CALLS OR ANY OTHER CALLS OR TRANSMISSIONS (EXCEPT FOR CREDITS EXPLICITLY SET FORTH IN THIS AGREEMENT); LOST OR ALTERED MESSAGES OR TRANSMISSIONS; OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS OR DESTRUCTION OF CUSTOMER'S (OR ITS AFFILIATES', USERS' OR THIRD PARTIES') APPLICATIONS, CONTENT, DATA, PROGRAMS, INFORMATION, NETWORKS OR SYSTEMS.

6.3 Purchased Equipment and Vendor Software Warranty. AT&T shall pass through to Customer any warranties for Purchased Equipment and Vendor Software available from the manufacturer or licensor. The manufacturer or licensor, and not AT&T, is responsible for any such warranty terms and commitments. ALL SOFTWARE AND PURCHASED EQUIPMENT IS OTHERWISE PROVIDED TO CUSTOMER ON AN "AS IS" BASIS.

6.4 Disclaimer of Warranties. AT&T MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT AND SPECIFICALLY DISCLAIMS ANY WARRANTY ARISING BY USAGE OF TRADE OR BY COURSE OF DEALING. FURTHER, AT&T MAKES NO REPRESENTATION OR WARRANTY THAT TELEPHONE CALLS OR OTHER TRANSMISSIONS WILL BE ROUTED OR COMPLETED WITHOUT ERROR OR INTERRUPTION (INCLUDING CALLS TO 911 OR ANY SIMILAR EMERGENCY RESPONSE NUMBER) AND MAKES NO GUARANTEE REGARDING NETWORK SECURITY, THE ENCRYPTION EMPLOYED BY ANY SERVICE, THE INTEGRITY OF ANY DATA THAT IS SENT, BACKED UP, STORED OR SUBJECT TO LOAD BALANCING OR THAT AT&T'S SECURITY PROCEDURES WILL PREVENT THE LOSS OR ALTERATION OF OR IMPROPER ACCESS TO CUSTOMER'S DATA AND INFORMATION.

6.5 Application and Survival. The disclaimer of warranties and limitations of liability set forth in this Agreement will apply regardless of the form of action, whether in contract, equity, tort, strict liability or otherwise, of whether damages were foreseeable and of whether a party was advised of the possibility of such damages and will apply so as to limit the liability of each party and its Affiliates and their respective employees, directors, subcontractors and suppliers. The limitations of liability and disclaimers set out in this Section 6 will survive failure of any exclusive remedies provided in this Agreement.

7. THIRD PARTY CLAIMS

7.1 AT&T's Obligations. AT&T agrees at its expense to defend and either to settle any third-party claim against Customer, its Affiliates and its and their respective employees and directors or to pay all damages that a court finally awards against such parties for a claim alleging that a Service provided to Customer under this Agreement infringes any patent, trademark, copyright or trade secret, but not where the claimed infringement arises out of or results from: (a) Customer's, its Affiliate's or a User's content; (b) modifications to the Service by Customer, its Affiliate or a third party, or combinations of the Service with any non-AT&T services or products by Customer or others; (c) AT&T's adherence to Customer's or its Affiliate's written requirements; or (d) use of a Service in violation of this Agreement.

7.2 Customer's Obligations. Customer agrees at its expense to defend and either to settle any third-party claim against AT&T, its Affiliates and its and their respective employees, directors, subcontractors and suppliers or to pay all damages that a court finally awards against such parties for a claim that: (a) arises out of Customer's, its Affiliate's or a User's access to or use of the Services and the claim is not the responsibility of AT&T under Section 7.1; (b) alleges that a Service infringes any patent, trademark, copyright or trade secret and falls within the exceptions in Section 7.1; or (c) alleges a breach by Customer, its Affiliate or a User of a Software license agreement.

7.3 Infringing Services. Whenever AT&T is liable under Section 7.1, AT&T may at its option either procure the right for Customer to continue using, or may replace or modify, the Service so that it is non-infringing.

7.4 Notice and Cooperation. The party seeking defense or settlement of a third-party claim under this Section 7 will provide notice to the other party promptly upon learning of any claim for which defense or settlement may be sought, but failure to do so will have no effect except to the extent the other party is prejudiced by the delay. The party seeking defense or settlement will allow the other party to control the defense and settlement of the claim and will reasonably cooperate with the defense. The defending party will use counsel reasonably experienced in the subject matter at issue and will not settle a claim without the written consent of the party being defended, which consent will not be unreasonably withheld or delayed, except that no consent will be required to settle a claim where relief against the party being defended is limited to monetary damages that are paid by the defending party under this Section 7.

7.5 AT&T's obligations under Section 7.1 shall not extend to actual or alleged infringement or misappropriation of intellectual property based on Purchased Equipment, Software, or Third-Party Services.

8. SUSPENSION AND TERMINATION

MASTER AGREEMENT

8.1 Termination of Agreement. This Agreement may be terminated immediately upon notice by either party if the other party becomes insolvent, ceases operations, is the subject of a bankruptcy petition, enters receivership or any state insolvency proceeding or makes an assignment for the benefit of its creditors.

8.2 Termination or Suspension The following additional termination provisions apply:

- (a) **Material Breach.** If either party fails to perform or observe any material warranty, representation, term or condition of this Agreement, including non-payment of charges, and such failure continues unremedied for 30 days after receipt of notice, the aggrieved party may terminate (and AT&T may suspend and later terminate) the affected Service Components and, if the breach materially and adversely affects the entire Agreement, terminate (and AT&T may suspend and later terminate) the entire Agreement.
- (b) **Materially Adverse Impact.** If AT&T revises a Service Publication, the revision has a materially adverse impact on Customer and AT&T does not effect revisions that remedy such materially adverse impact within 30 days after receipt of notice from Customer, then Customer may, as Customer's sole remedy, elect to terminate the affected Service Components on 30 days' notice to AT&T, given not later than 90 days after Customer first learns of the revision to the Service Publication. "Materially adverse impacts" do not include changes to non-stabilized pricing, changes required by governmental authority, or assessment of or changes to additional charges such as surcharges or taxes.
- (c) **Internet Services.** If Customer fails to rectify a violation of the AUP within 5 days after receiving notice from AT&T, AT&T may suspend the affected Service Components. AT&T reserves the right, however, to suspend or terminate immediately when: (i) AT&T's suspension or termination is in response to multiple or repeated AUP violations or complaints; (ii) AT&T is acting in response to a court order or governmental notice that certain conduct must be stopped; or (iii) AT&T reasonably determines that (a) it may be exposed to sanctions, liability, prosecution or other adverse consequences under applicable law if AT&T were to allow the violation to continue; (b) such violation may harm or interfere with the integrity, normal operations or security of AT&T's network or networks with which AT&T is interconnected or may interfere with another customer's use of AT&T services or the Internet; or (c) such violation otherwise presents an imminent risk of harm to AT&T, AT&T's customers or its or their respective employees.
- (d) **Fraud or Abuse.** AT&T may terminate or suspend an affected Service or Service Component and, if the activity materially and adversely affects the entire Agreement, terminate or suspend the entire Agreement, immediately by providing Customer with as much advance notice as is reasonably practicable under the circumstances if Customer, in the course of breaching the Agreement: (i) commits a fraud upon AT&T; (ii) uses the Service to commit a fraud upon another party; (iii) unlawfully uses the Service; (iv) abuses or misuses AT&T's network or Service; or (v) interferes with another customer's use of AT&T's network or services.
- (e) **Infringing Services.** If the options described in Section 7.3 (Infringing Services) are not reasonably available, AT&T may at its option terminate the affected Services or Service Components without liability other than as stated in Section 7.1 (AT&T's Obligations).
- (f) **Hazardous Materials.** If AT&T encounters any Hazardous Materials at the Site, AT&T may terminate the affected Services or Service Components or may suspend performance until Customer removes and remediates the Hazardous Materials at Customer's expense in accordance with applicable law.

8.3 Effect of Termination.

- (a) Termination or suspension by either party of a Service or Service Component does not waive any other rights or remedies a party may have under this Agreement and will not affect the rights and obligations of the parties regarding any other Service or Service Component.
- (b) If a Service or Service Component is terminated, Customer will pay all amounts incurred prior to the effective date of termination.

8.4 Termination Charges.

- (a) If Customer terminates this Agreement or an affected Service or Service Component for cause in accordance with the Agreement or if AT&T terminates a Service or Service Component other than for cause, Customer will not be liable for the termination charges set forth in this Section 8.4.
- (b) If Customer or AT&T terminates a Service or Service Component prior to Cutover other than as set forth in Section 8.4(a), Customer (i) will pay any pre-Cutover termination or cancellation charges set out in a Pricing Schedule or Service Publication, or (ii) in the absence of such specified charges, will reimburse AT&T for time and materials incurred prior to the effective date of termination, plus any third party charges resulting from the termination.
- (c) If Customer or AT&T terminates a Service or Service Component after Cutover other than as set forth in Section 8.4(a), Customer will pay applicable termination charges as follows: (i) 50% (unless a different amount is specified in the Pricing Schedule) of any unpaid recurring charges for the terminated Service or Service Component attributable to the unexpired portion of an applicable Minimum Payment Period; (ii) if termination occurs before the end of an applicable Minimum Retention Period, any associated credits or waived or unpaid non-recurring charges; and (iii) any charges incurred by AT&T from a third party (i.e., not an AT&T Affiliate) due to the termination. The charges set forth in Sections 8.4(c)(i) and (ii) will not apply if a terminated Service Component is replaced with an upgraded Service Component at the same Site, but only if the Minimum Payment Period

MASTER AGREEMENT

or Minimum Retention Period, as applicable, (the "Minimum Period") and associated charge for the replacement Service Component are equal to or greater than the corresponding Minimum Period and associated charge for the terminated Service Component, respectively, and if the upgrade is not restricted in the applicable Service Publication.

- (d) In addition, if Customer terminates a Pricing Schedule that has a MARC, Customer will pay an amount equal to 50% of the unsatisfied MARC for the balance of the Pricing Schedule Term.

9. IMPORT/EXPORT CONTROL

Neither party will use, distribute, transfer or transmit any equipment, services, software or technical information provided under this Agreement (even if incorporated into other products) except in compliance with all applicable import and export laws, conventions and regulations.

10. MISCELLANEOUS PROVISIONS

10.1 **Publicity.** Neither party may issue any public statements or announcements relating to the terms of this Agreement or to the provision of Services without the prior written consent of the other party.

10.2 **Trademarks.** Each party agrees not to display or use, in advertising or otherwise, any of the other party's trade names, logos, trademarks, service marks or other indicia of origin without the other party's prior written consent, which consent may be revoked at any time by notice.

10.3 **Independent Contractor.** Each party is an independent contractor. Neither party controls the other, and neither party nor its Affiliates, employees, agents or contractors are Affiliates, employees, agents or contractors of the other party.

10.4 **Force Majeure.** Except for payment of amounts due, neither party will be liable for any delay, failure in performance, loss or damage due to fire, explosion, cable cuts, power blackout, earthquake, flood, strike, embargo, labor disputes, acts of civil or military authority, war, terrorism, acts of God, acts of a public enemy, acts or omissions of carriers or suppliers, acts of regulatory or governmental agencies or other causes beyond such party's reasonable control.

10.5 **Amendments and Waivers.** Any supplement to or modification or waiver of any provision of this Agreement must be in writing and signed by authorized representatives of both parties. A waiver by either party of any breach of this Agreement will not operate as a waiver of any other breach of this Agreement.

10.6 Assignment and Subcontracting.

(a) Customer may, without AT&T's consent but upon notice to AT&T, assign in whole or relevant part its rights and obligations under this Agreement to a Customer Affiliate. AT&T may, without Customer's consent, assign in whole or relevant part its rights and obligations under this Agreement to an AT&T Affiliate. In no other case may this Agreement be assigned by either party without the prior written consent of the other party (which consent will not be unreasonably withheld or delayed). In the case of any assignment, the assigning party shall remain financially responsible for the performance of the assigned obligations.

(b) AT&T may subcontract to an Affiliate or a third party work to be performed under this Agreement but will remain financially responsible for the performance of such obligations.

(c) In countries where AT&T does not have an Affiliate to provide a Service, AT&T may assign its rights and obligations related to such Service to a local service provider, but AT&T will remain responsible to Customer for such obligations. In certain countries, Customer may be required to contract directly with the local service provider.

10.7 **Severability.** If any portion of this Agreement is found to be invalid or unenforceable or if, notwithstanding Section 10.11 (Governing Law), applicable law mandates a different interpretation or result, the remaining provisions will remain in effect and the parties will negotiate in good faith to substitute for such invalid, illegal or unenforceable provision a mutually acceptable provision consistent with the original intention of the parties.

10.8 **Injunctive Relief.** Nothing in this Agreement is intended to or should be construed to prohibit a party from seeking preliminary or permanent injunctive relief in appropriate circumstances from a court of competent jurisdiction.

10.9 **Legal Action.** Any legal action arising in connection with this Agreement must be filed within two (2) years after the cause of action accrues, or it will be deemed time-barred and waived. The parties waive any statute of limitations to the contrary.

10.10 **Notices.** Any required notices under this Agreement shall be in writing and shall be deemed validly delivered if made by hand (in which case delivery will be deemed to have been effected immediately), or by overnight mail (in which case delivery will be deemed to have been effected one (1) business day after the date of mailing), or by first class pre-paid post (in which case delivery will be deemed to have been effected five (5) days after the date of posting), or by facsimile or electronic transmission (in which case delivery will be deemed to have been effected on the day the transmission was sent). Any such notice shall be sent to the office of the recipient set forth on the cover page of this Agreement or to such other office or recipient as designated in writing from time to time.

10.11 **Governing Law.** This Agreement will be governed by the law of the State of New York, without regard to its conflict of law principles, unless a regulatory agency with jurisdiction over the applicable Service applies a different law. The United Nations Convention on Contracts for International Sale of Goods will not apply.

10.12 **Compliance with Laws.** Each party will comply with all applicable laws and regulations and with all applicable orders issued by courts or other governmental bodies of competent jurisdiction.

MASTER AGREEMENT

10.13 No Third Party Beneficiaries. This Agreement is for the benefit of Customer and AT&T and does not provide any third party (including Users) the right to enforce it or to bring an action for any remedy, claim, liability, reimbursement or cause of action or any other right or privilege.

10.14 Survival. The respective obligations of Customer and AT&T that by their nature would continue beyond the termination or expiration of this Agreement, including the obligations set forth in Section 5 (Confidential Information), Section 6 (Limitations of Liability and Disclaimers) and Section 7 (Third Party Claims), will survive such termination or expiration.

10.15 Agreement Language. The language of this Agreement is English. If there is a conflict between this Agreement and any translation, the English version will take precedence.

10.16 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to its subject matter. Except as provided in Section 2.4 (License and Other Terms), this Agreement supersedes all other agreements, proposals, representations, statements and understandings, whether written or oral, concerning the Services or the rights and obligations relating to the Services, and the parties disclaim any reliance thereon. This Agreement will not be modified or supplemented by any written or oral statements, proposals, representations, advertisements, service descriptions or purchase order forms not expressly set forth in this Agreement.

11. DEFINITIONS

"Affiliate" of a party means any entity that controls, is controlled by or is under common control with such party.

"API" means an application program interface used to make a resources request from a remote implementer program. An API may include coding, specifications for routines, data structures, object classes, and protocols used to communicate between programs.

"AT&T Software" means software, including APIs, and all associated written and electronic documentation and data owned by AT&T and licensed by AT&T to Customer. AT&T Software does not include software that is not furnished to Customer.

"Customer Personal Data" means information that identifies an individual, that Customer directly or indirectly makes accessible to AT&T and that AT&T collects, holds or uses in the course of providing the Services.

"Cutover" means the date Customer's obligation to pay for Services begins.

"Effective Date" of a Pricing Schedule means the date on which the last party signs the Pricing Schedule unless a later date is required by regulation or law.

"MARC-Eligible Charges" means the recurring and usage charges (including amounts calculated from unpaid charges that are owed under Section 8.4(c)(i)), after deducting applicable discounts and credits (other than outage or SLA credits), that AT&T charges Customer for the Services identified in the applicable Pricing Schedule as MARC-contributing. The following are not MARC-Eligible Charges: (a) charges for or in connection with Customer's purchase of equipment; (b) taxes; and (c) charges imposed in connection with governmentally imposed costs or fees (such as USF, PICC, payphone service provider compensation, E911 and deaf relay charges).

"Minimum Payment Period" means the Minimum Payment Period identified for a Service Component in a Pricing Schedule or Service Publication during which Customer is required to pay recurring charges for the Service Component.

"Minimum Retention Period" means the Minimum Retention Period identified for a Service Component in a Pricing Schedule or Service Publication during which Customer is required to maintain service to avoid the payment (or repayment) of certain credits, waived charges or amortized charges.

"Purchased Equipment" means equipment or other tangible products Customer purchases under this Agreement, including any replacements of Purchased Equipment provided to Customer. Purchased Equipment also includes any internal code required to operate such Equipment. Purchased Equipment does not include Software but does include any physical media provided to Customer on which Software is stored.

"Service Component" means an individual component of a Service provided under this Agreement.

"Service Publications" means Tariffs, Guidebooks, Service Guides and the AUP.

"Site" means a physical location, including Customer's collocation space on AT&T's or its Affiliate's or subcontractor's property, where AT&T installs or provides a Service.

"Software" means AT&T Software and Vendor Software.

"Third-Party Service" means a service provided directly to Customer by a third party under a separate agreement between Customer and the third party.

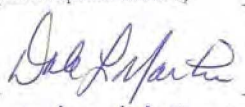
"Vendor Software" means software, including APIs, and all associated written and electronic documentation and data AT&T furnishes to Customer, other than AT&T Software.



**Amendment to the
MASTER AGREEMENT**

Customer CITY OF FERNANDINA Street Address: 204 Ash St City: Fernandina Beach State/Province: FL Zip Code: 320344230 Country: USA	AT&T AT&T Corp.
Customer Contact (for notices) Name: Dana Whicker Title: Information Technology Manager Street Address: 516 S 10 th Street City: Fernandina Beach State/Province: FL Zip Code: 32034 Country: USA Telephone: 9043103286 Fax: Email: dwhicker@fbfl.org	AT&T Contact (for notices) Street Address: 10375 Centurion Parkway N 4D-28 City: Jacksonville State/Province: FL Zip Code: 32256 Country: USA With a copy to: AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com

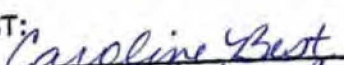
This Amendment ("Amendment") to the AT&T Master Agreement, MA50002328UA dated January 25, 2016, ("Master Agreement") between the customer named above ("Customer") and the AT&T entity named above ("AT&T"), is effective when signed by both Customer and AT&T.

Customer (by its authorized representative)	AT&T (by its authorized representative)
By: 	By:
Name: Dale Martin	Name:
Title: City Manager	Title:
Date: 8/16/17	Date:

APPROVED AS TO FORM AND LEGALITY:


CITY ATTORNEY

ATTEST:

By: 
Printed Name: Caroline Best
Title: City Clerk



**Amendment to the
MASTER AGREEMENT**

- A. **WHEREAS**, the parties have entered into a Master Agreement, pursuant to which, in conjunction with various Pricing Schedules and supporting contract documents, AT&T provides various AT&T services to Customer.
- B. **WHEREAS**, the parties desire to modify the terms and conditions of the Master Agreement, from the Effective Date of this Amendment.

NOW, THEREFORE, the parties hereby agree as follows:

- a. Article 4.4 titled Payments, under Article 4 PRICING AND BILLING, is modified by adding the statement regarding State Prompt Payment Act.

4.4 Payments. *Payment shall be made in accordance with Florida Statute 218, Florida Prompt Payment Act.* Payment is due within 30 days after the date of the invoice (unless another date is specified in an applicable Tariff or Guidebook) and must refer to the invoice number. Charges must be paid in the currency specified in the invoice. Restrictive endorsements or other statements on checks are void. Customer will reimburse AT&T for all costs associated with collecting delinquent or dishonored payments, including reasonable attorneys' fees. AT&T may charge late payment fees at the lowest of (a) 1.5% per month (18% per annum), (b) for Services contained in a Tariff or Guidebook at the rate specified therein, or (c) the maximum rate allowed by law for overdue payments.

- b. Article 10.11 titled Governing Law, under Article 10. MISCELLANEOUS PROVISIONS, is modified by changing the state law to Florida.

10.11 Governing Law. This Agreement will be governed by the law of the State of Florida, without regard to its conflict of law principles, unless a regulatory agency with jurisdiction over the applicable Service applies a different law. The United Nations Convention on Contracts for International Sale of Goods will not apply.

Except for this Amendment, the Agreement remains unchanged. The validity of all terms and conditions not expressly amended by this Amendment remain unaffected. This Amendment constitutes an integral part of the Agreement, sets forth, together with the Agreement, the entire agreement between the Parties in respect of the subject matter of this Amendment and the Agreement.

AT&T AND CUSTOMER PROPRIETARY

7/24/2014 10:00

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Resolution
Agreement Approval - AT&T Corporation

2017-124

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Adopt Resolution 2017-124

SYNOPSIS: The City utilizes Metro E services for its wide area network (WAN), which provides a shared network for the City to maintain software applications and store documents vital to the City's day-to-day operations. There are only two providers of this service locally. AT&T is the only vendor with the ability to adjust bandwidth at each site. The amount per month is \$6,594.62, and funding was budgeted and is available in various accounts in FY2016-2017 and FY2017-2018.

FISCAL IMPACT: Included in current year, FY 16/17 and next year FY 17/18 budgets.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2017-124.

Tammi E. Bach, City Attorney	08/08/2017
Nicole Bednar, Administrative Services Manager	08/09/2017
Dale Martin, City Manager	08/09/2017
Patti Clifford, Comptroller	08/09/2017
Katie Newton, Legal Assistant	08/10/2017

Date: July 13, 2017

Submitted By: Katie Newton, Legal Assistant

COMMISSION ACTION: Adopt

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Resolution 2020-89
Amending Resolution 2019-130

ITEM TYPE: Resolution (w/o fiscal impact)

REQUESTED ACTION: Consider Resolution 2020-89

SYNOPSIS: This Resolution amends Resolution 2019-130 to allow the Charter Review Committee more time to finish their review due to missed meetings at the beginning of the COVID-19 pandemic.

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2020-89.

Tammi E. Bach, City Attorney	6/24/2020
Nicole Bednar, Administrative Services Manager	6/25/2020
Dale L. Martin, City Manager	6/26/2020

Date: June 24, 2020

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION: Adopt

RESOLUTION 2020-89

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA AMENDING RESOLUTION 2019-130 BY EXTENDING THE LENGTH OF TIME THE CHARTER REVIEW COMMITTEE HAS TO REVIEW AND MAKE RECOMMENDATIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission approved Resolution 2019-130, which created the ad hoc Charter Review Committee in August 2019; and

WHEREAS, the City Commission requested that the findings and recommendations of the Committee be submitted by June 30, 2020, and that the committee would be sunsetted at that time; and

WHEREAS, due to the Coronavirus pandemic, the Charter Review Committee was unable to meet for a time and therefore was unable to fully complete their review.

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

SECTION 1. The City Commission hereby amends Resolution 2019-130 to extend the length of service of the Charter Review Committee from June 30, 2020, to September 30, 2020.

SECTION 2. This Resolution becomes effective immediately upon its final passage.

ADOPTED this 7th day of July, 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 2019-130

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA ESTABLISHING AN AD HOC CHARTER REVIEW COMMITTEE TO REVIEW THE EXISTING CHARTER OF THE CITY, AND RECOMMEND CHANGES TO THE CITY COMMISSION, PROVIDING FOR GOALS, WORK PLAN, ORGANIZATION, CONDUCT OF BUSINESS AND STAFF SUPPORT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission finds that the current City Charter has not been reviewed since 2007, and the City Charter is in need of review and updating periodically; and

WHEREAS, the City Commission believes it to be in the best interest of the City to create an ad hoc Committee to review the existing City Charter, and recommend changes to make the Charter more effective and up to date; and

WHEREAS, the City Commission is committed to having representation from citizens, as well as input from legal and municipal management professionals to review the Charter and recommend changes in the best interest of the City and its citizens; and

WHEREAS, the City staff will actively participate in, and support the goals of, the ad hoc Charter Review Committee, and professional services may be obtained as needed by the Committee.

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

SECTION 1. The Charter Review Committee (Committee) is officially designated as an ad hoc advisory board to the City Commission, and is responsible for adhering to the following:

a. Goal and Charge to the Charter Review Committee.

The goal and charge to the Committee is to review the existing City Charter, analyze how the Charter addresses the needs of the City, and propose appropriate changes to remove obsolete or out of date provisions, practices, or policies contained in the Charter. The review must consist of a full review of the Charter, including wording changes and updating sections to reflect modern local government management practices.

b. Work Plan.

The Committee must establish a work plan that has measurable results. The work plan may consist of review of the existing Charter, input from professionals, discussion and recommendations for changes, and final report. The final report must be presented to the City Commission by the completion date listed in subsection (g) below.

c. Organization; Quorum; Officers.

The Committee is comprised of seven regular members who serve without compensation. The Committee must elect from its membership a Chairperson, Vice-Chairperson and Recording Secretary. In the absence or disability of the Chairperson, the Vice-Chairperson must perform the duties of the

Chairperson. The Committee must meet at a regularly set date, time and location established by the Committee. The Committee is subject to the public meeting laws and the public records laws.

d. Appointment of Members

The Mayor and each City Commissioner must appoint one member of the Committee, and the City Manager and City Clerk must each appoint one member of the Committee for a total of seven members.

e. Assistance from Professionals

The Committee may request input from professionals in the area of local government law, municipal management, or other areas as it determines are necessary. The Committee must coordinate its request for professional assistance through the City Attorney's office. The City Attorney or her designee must be present at all regular meetings of the Committee for professional legal support.

f. Staff Assistance

The City Clerk, City Manager and City Attorney shall provide the necessary staff support to the Committee for preparation of agendas.

g. Completion of Committee's Assigned Goal

The Committee must complete its review and recommendations no later than June 30, 2020.

SECTION 2. This Resolution becomes effective immediately upon its final passage.

ADOPTED this 6th day of August, 2019.

ATTEST:

CITY OF FERNANDINA BEACH



Caroline Best
City Clerk



John A. Miller
Commissioner- Mayor

APPROVED AS TO FORM AND LEGALITY:



Tammi E. Bach
City Attorney

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2020-90
Award of Bid #2020-06 - Golf Sculptors International LLC

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2020-90

SYNOPSIS: On February 4, 2020, the City Commission approved Topgolf International, Inc. as a sole source vendor for the implementation of Toptracer technology as well as related improvements to the driving range. Bids were solicited via ITB #2020-06 on May 4, 2020, for the renovation of the Fernandina Beach Golf Club Driving Range Practice Facility.

Of the four bids that were received, Golf Sculptors International LLC submitted the most qualified and complete bid providing the best option with an expedited time frame for this project in the amount of \$129,435 (see bid evaluation).

FISCAL IMPACT: Funding for this project is available in the Golf Improvements account, 410 56300 (Project #20036).

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2020-90.

Steve Murphy, General Manager	6/26/2020
Nicole Bednar, Administrative Services Manager	6/26/2020
Dale L. Martin, City Manager	6/26/2020
Pauline Testagrose, Comptroller	6/27/2020
Tammi E. Bach, City Attorney	6/29/2020
Katie Newton, Legal Assistant	6/29/2020

Date: June 03, 2020

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION: Adopt

RESOLUTION 2020-90

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AWARDING BID #2020-06 TO GOLF SCULPTORS INTERNATIONAL LLC FOR THE FERNANDINA BEACH GOLF CLUB DRIVING RANGE PRACTICE FACILITY RENOVATION; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on February 4, 2020, the City Commission approved Topgolf International, Inc. as a sole source vendor for the implementation of Toptracer technology as well as related improvements to the driving range; and

WHEREAS, bids were solicited via ITB #2020-06 on May 4, 2020, for the renovation of the Fernandina Beach Golf Club Driving Range Practice Facility; and

WHEREAS, of the four bids that were received, Golf Sculptors International LLC submitted the most qualified and complete bid providing the best option with an expedited time frame for this project in the amount of \$129,435 (see bid evaluation); and

WHEREAS, funding for this project is available in the Golf Improvements account, 410 56300 (Project #20036).

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

SECTION 1. The City Commission hereby awards Bid #2020-06 to Golf Sculptors International LLC for the renovation of the Fernandina Beach Golf Club Driving Range Practice Facility in the amount of \$129,435.

SECTION 2. The City Manager and City Clerk are hereby authorized to execute documents relating to the bid award upon review and approval of the City Attorney.

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

ADOPTED this 7th day of July, 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

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
ITB 2020-06 FERNANDINA BEACH GOLF CLUB DRIVING RANGE PRACTICE
FACILITY RENOVATION**

INTRODUCTION

The City of Fernandina Beach, Florida is accepting competitive sealed bids for **FERNANDINA BEACH GOLF CLUB DRIVING RANGE PRACTICE FACILITY RENOVATION**.

A **mandatory pre-bid** meeting is scheduled for **10:00am, May 15, 2020** at, **2800 Bill Melton Road, Fernandina Beach, FL 32097**.

Due to the COVID 19 precautions, this meeting will be conducted keeping within the CDC guidelines for “social distancing”.

The City will receive sealed bids at the location stated below not later than **2:00pm, May 29, 2020**.

Any submittal received after the above stated time and date will not be considered. It shall be the sole responsibility of the Bidder to have its Bid delivered to the City of Fernandina Beach, by U.S. Mail, hand delivery or any other method available to him/her; however, facsimile or electronic submittals will not be accepted. Delay in delivery shall be the sole responsibility of the Bidder. Submittals received after the deadline will not be considered. Award of the Bid is subject to the funds in the budget for 2018-2019.

BIDDERS ARE REFERRED TO THE ATTACHED GENERAL CONDITIONS AND “ATTACHMENT A”, “SAMPLE” CONTRACT FOR OTHER IMPORTANT INFORMATION REGARDING THE BID PROCESS, REQUIREMENTS AND EXHIBITS.

The original bid submittal (**1 original, 3 copies and 1 electronic copy, CD or thumb drive**) must be delivered to City Hall in a sealed package, clearly marked on the outside, **ITB #2020-06** and addressed to:

City of Fernandina Beach
Attn: City Clerk's Office – **ITB#2020-06**
204 Ash Street
Fernandina Beach, FL 32034

Hand delivered Submittal is to be taken to the Clerk's Office at the above address.

The bid shall be submitted on the specified **Contact Sheet/Bid Form** (**1 original, 3 copies, 1 electronic copy, CD or thumb drive**), hereto attached as **“Exhibit A”**. The person signing the Bid Response Form shall have the authority to bind the proposer to the Bid. All information on the Bid form shall be provided, or the Bid may not be accepted.

The competitive sealed Bid shall be accompanied by a **“Public Entity Crimes”**, herein provided as **“Exhibit B”**, **“Drug-Free Workplace Certification”** herein provides as **“Exhibit C”**, **“E-Verify Statement”** herein provided as **“Exhibit D”**, **“Proposer Acknowledgements and Agreements”**, herein provided as **“Exhibit E”**, **“Conflict of Interest”**, herein provided as, **“Exhibit F”**, **“Non-Collusion Affidavit”**, herein provided as **“Exhibit G”** and **“Dispute Disclosure”**, herein provided as **“Exhibit H”**.

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
ITB 2020-06 FERNANDINA BEACH GOLF CLUB DRIVING RANGE PRACTICE
FACILITY RENOVATION

SCOPE OF WORK/SPECIFICATIONS

Several improvements to the Fernandina Beach Golf Course are anticipated: the driving range, North Course greens (Holes No. 3 and No. 5), and the practice putting green area.

Driving Range

- Strip and dispose of (on-site) existing sod
- Remove existing bulkhead at tee area and shape entire surface to one level
- Sod with Certified 419 turf, total area estimated 25,000 sq. ft.
- Laser grade with .5% fall, total area estimated 18,000 sq. ft.
- Install new irrigation heads (ten)

North Course Greens

- Strip and dispose of (on-site) existing sod
- Reshape green at Hole No. 3 (in accordance with prepared design)
- Expand and shape green at Hole No. 5 (in accordance with prepared design)
- Sod collars and disturbed areas with certified 419 turf
- Install additional irrigation loop at Hole No. 5
- Reshape bunker at Hole No. 5 (in accordance with prepared design)
- Final float surfaces

Practice Putting Green Area

- Preparation of putting green and surrounding area (removal of turf and existing irrigation, as needed)
- Core 8" depth remove organics of new putting green area (dispose of on-site)
- Shape sub-grade of area, including practice sand bunker, (in accordance with prepared design)
- Install new irrigation loop (ten heads)
- Provide and install 4" of USGA-grade sand to be mixed into native soil from on-site as rootzone material of the new putting green
- Provide and install 6" of bunker sand
- Till, compact, and final float entire area of putting green (estimated 7,000 sq. ft.)
- Provide and install Certified 419 (estimated 5,500 sq. ft.)
- Estimated 100 linear feet of new curb to redirect water from path around the practice putting green
- Plant 40 Bushels per 1000 sq. ft. of ultra-dwarf sprigs, variety to be determined Owner

Submission Requirements

- Please provide a list the key personnel for project with supporting details of experience. The list shall indicate whether staff is dedicated to the project and located onsite or offsite. Information of those on the list shall include total number of years of industry experience, number of years with the company, background, professional registrations/certifications, relevant project experience and references.
- Note all clarifications, exclusions and/or exceptions, if any, in Contractor's proposal.

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
ITB 2020-06 FERNANDINA BEACH GOLF CLUB DRIVING RANGE PRACTICE
FACILITY RENOVATION

- Submit a proposed project schedule Gantt Chart, showing submittals, lead times and major construction milestones with durations.
- Please provide appropriate licensing for Irrigation and Landscape work

AWARD

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

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

Bid Package

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

CONTACT

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

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

ADDENDA

A written response to bidder questions will be issued via Addendum and posted on the City's website at www.fbfl.us/bids and DemandStar at www.demandstar.com. It is the bidder's responsibility to check the City's website for Addenda prior to submitting their bid. The deadline for questions is 5 days before bid opening. If there is an Addendum it becomes part of the original Bid or RFP and shall be acknowledged by attaching a copy of the Addendum, signed by an authorized representative of the person or company submitting the bid or proposal. Failure to do so may disqualify the bid or proposal.

CONTRACTOR PERSONNEL

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

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
ITB 2020-06 FERNANDINA BEACH GOLF CLUB DRIVING RANGE PRACTICE
FACILITY RENOVATION

PERFORMANCE STANDARDS/QUALITY REQUIREMENTS

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

PROJECT SCHEDULE

CONTRACTOR shall begin no later than thirty calendar (30) days from issuance of Purchase Order or notice to proceed; all work must be completed **within one hundred twenty (120) calendar days of startup**.

TIME OF PERFORMANCE

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

SITE MAINTENANCE

1. Extreme care shall be taken to safeguard all existing facilities, paved walkways, site amenities, utilities, windows, and vehicles on or around the job site. Damage to public and/or private property shall be the responsibility of CONTRACTOR and shall be repaired and/or replaced in equal or better condition at no additional cost to the CITY. CONTRACTOR shall use all means to protect existing objects, structures and vegetation designated to remain. In the event of damage, immediately make all repairs, replacements, and dressings to damaged materials, to the approval of CITY, at no additional cost to the CITY. In the event of damage to public and/or private property, CONTRACTOR shall immediately contact the CITY's Project Manager and inform them about the location and extent of the damages and will stay on site until his investigation of the damage is concluded.
2. CONTRACTOR shall place all debris in refuse container and keep the premises free from rubbish at the end of each working day. The CONTRACTOR shall be responsible for supplying, emptying and the removal of waste containers/dumpsters, as necessary.

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
ITB 2020-06 FERNANDINA BEACH GOLF CLUB DRIVING RANGE PRACTICE
FACILITY RENOVATION

3. CONTRACTOR shall arrange material storage so as not to interfere with the CITY's operations.
4. CONTRACTOR shall at the completion of the job, remove unused material and rubbish from the site. If CONTRACTOR refuses at any time to remove the debris from the premises, or to keep the working area clean, such cleaning will be completed by the CITY and deducted from the balance due CONTRACTOR.
5. CONTRACTOR shall store all materials to be protected against weather, vandalism, and theft. Any materials found to be damaged or missing shall be replaced by CONTRACTOR at no cost to the CITY.
6. CONTRACTOR shall be responsible for clean up at the site at the conclusion of the project, including excess construction materials, and a thorough cleaning of all areas that were affected by CONTRACTOR or their subcontractors to the satisfaction of the CITY.

SAFETY

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

REQUIRED INSPECTIONS

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

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
ITB 2020-06 FERNANDINA BEACH GOLF CLUB DRIVING RANGE PRACTICE
FACILITY RENOVATION

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

1. Right to Inspect Work - CITY will have the right to inspect the work at all times. Such inspection will not relieve CONTRACTOR of any of its obligations to perform the work in strict accordance with the contract documents.
2. Right to Reject Work - CITY will have the right to reject work which does not conform to the contract documents. CITY may require special inspection or testing of the work.
3. Right to Stop Work - If CITY reasonably believes that CONTRACTOR is failing to carry out the work in accordance with the contract documents; CITY may order CONTRACTOR to stop the work, or a portion of the work, until such time as the cause of such stop order has been eliminated.
4. Right to Carry Out Work - If CONTRACTOR fails to perform the work properly or fails to perform any provision of the contract documents, including unauthorized project schedule delays, CITY, after three (3) days written notice to CONTRACTOR without correction, may correct the deficiencies through CITY's own forces or through others, and may deduct the cost thereof from the payment then or thereafter due to the CONTRACTOR.

WARRANTY

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

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
ITB 2020-06 FERNANDINA BEACH GOLF CLUB DRIVING RANGE PRACTICE
FACILITY RENOVATION**

LIQUIDATED DAMAGES

See attached contract form

INSURANCE REQUIREMENTS

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

BOND REQUIREMENTS

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

EQUAL OPPORTUNITY/AFFIRMATIVE ACTION

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

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
ITB 2020-06 FERNANDINA BEACH GOLF CLUB DRIVING RANGE PRACTICE
FACILITY RENOVATION

GENERAL CONDITIONS OF INVITATION TO BID

1. PREPARATION OF BID

- a. INVITATION TO BID shall be prepared in accordance with the following:
- b. The enclosed Contact Sheet/Bid Form, attached hereto as "Exhibit A", shall be used when submitting your INVITATION TO BID.
- c. All information required by the Bid Form shall be furnished. The Bidder shall print or type their name and manually sign the Form and any continuation sheet on which an entry is made.
- d. Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
- e. Alternate Bids will not be considered unless authorized by the Invitation to Bid.
- f. Bidders will **not** include federal taxes nor State of Florida sales, excise, and use taxes in prices, as the City is exempt from payment of such taxes. An exemption certificate will be signed where applicable upon request.
- g. Bidders shall make all investigations necessary to thoroughly inform themselves about any and all conditions related to the performance of the contract. Plea of ignorance by the Bidder of conditions that exists or may hereafter exist as a result of failure or omission on the part of the Bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements provided for in the Purchasing Policy, Purchasing Ordinance and/or State and Federal Statutes. The City's Purchasing Ordinance is set forth in Chapter 2-420, *et seq.*
- h. Prices quoted must be FOB City of Fernandina Beach, Florida with all transportation charges prepaid unless otherwise specified in the Invitation to Bid.
- i. Deliveries are to be FOB Destination unless otherwise specified in the Invitation to Bid.
- j. Deliveries are to be made during regular business hours.
- k. Bids and Bid prices shall be valid for a minimum of ninety (90) days, unless otherwise stated on the INVITATION TO BID.

2. SUBMISSION OF BIDS

- a. Bids and changes thereto shall be enclosed in sealed envelopes & addressed as instructed on the Bid Form. The name and address of the Bidder, the date and hour of the Invitation to Bid opening and the material or service shall be placed on the outside of the envelope.
- b. INVITATION TO BID must be submitted on the forms furnished. Electronic Bids will not be considered.

3. REJECTION OF BIDS

- a. The City reserves the right to accept or reject any or all Bids, to waive irregularities and technicalities, and to request resubmission or to re-advertise for the services. The City shall be the sole judge of the submittals. The City's decision shall be final.

4. WITHDRAWAL OF BIDS

- a. Bids may not be withdrawn after the time set for the opening for a period of time as specified.
- b. Bids may be withdrawn prior to the time set for the opening. Such request must be in writing.

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
ITB 2020-06 FERNANDINA BEACH GOLF CLUB DRIVING RANGE PRACTICE
FACILITY RENOVATION

5. LATE BIDS

- a. INVITATION TO BID and modifications received after the time set for the opening will not be considered.
- b. Modifications in writing received prior to the time set for the opening will be accepted.

6. LOCAL, STATE, AND FEDERAL COMPLIANCE

- a. Bidders shall comply with all local, state, and federal directives, orders and laws as applicable to the INVITATION TO BID and subsequent contract(s) including but not limited to Equal Employment Opportunity (EEO), Minority Business Enterprise (MBE), and OSHA as applicable to this contract.
- b. A "Public Entity Crimes Statement", in accordance with Florida Statutes, Section 287.133 (3) (a), on Public Entity Crimes, attached hereto as Exhibit "B", must be received at the time of the bid.
- c. A "Drug Free Workplace Certification" attached hereto as Exhibit "C", must be received at the time of the bid.
- d. The City of Fernandina Beach requires that the Bidder selected will not discriminate under the contract against any person, in accordance with federal, state and local government regulations.
- e. An "E-Verify Statement" attached hereto as Exhibit "D" must be received at the time of the bid.

7. AWARD OF INVITATION TO BID

- a. The INVITATION TO BID will be awarded to the most responsive and responsible bidder offering the best value to the City of Fernandina Beach.
- b. The City reserves the right to accept and award item by item, and/or by group, or in the aggregate.
- c. A written award of acceptance (Purchase Order), mailed or otherwise furnished to the successful Bidder shall result in a binding contract without further action by either party.
- d. Upon award, for construction projects, the Contractor will be required to complete/execute the City's Contract and General Conditions for Construction Services. An example of the contract can be found on the City's website at www.fbfl.us/bids, and Demandstar at www.demandstar.com.
- e. Agreement may be cancelled with 60 day notice unless otherwise stated in signed contract documents.

8. NOT RESPONSIBLE FOR COSTS

- a. The City shall not be responsible for any cost incurred by a prospective Bidder in responding to this INVITATION TO BID.

9. BONDS

- If Bid is less than \$100,000 no Bid Bond or Payment and Performance Bond required.
- If Bid is greater than \$100,000 and is for material only, a Bid Bond is required but no Payment and Performance Bond is required.
- If Bid is \$100,000 - \$200,000, and is for services, a Bid Bond is required but no Payment and Performance Bond is required.

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
ITB 2020-06 FERNANDINA BEACH GOLF CLUB DRIVING RANGE PRACTICE
FACILITY RENOVATION

- If Bid is greater than \$200,000, and is for services, Bid Bond and Payment and Performance Bond is required.

BID BOND:

- a. If the Base Bid or the Base Bid plus the sum of any alternates fall into the criteria above requiring a Bid Bond, the bidder shall enclose a Certified Check or Bid Bond with each bid. A Certified

Check or Bid Bond shall be for an amount not less than five percent (5%) of the Bid price and shall be made payable to the CITY OF FERNANDINA BEACH as a guarantee that the Bidder will not

withdraw its bid for a period of ninety (90) calendar days after Bid closing time. Bid Bonds or Certified Checks will be returned to unsuccessful bidders within 10 days of bid award. Successful bidders will receive their Certified Check or Bid Bond after the contract/agreement has been signed and a Performance and Payment Bond is received.

PERFORMANCE AND PAYMENT BONDS:

- a. In the event the Contract is awarded to the Bidder, Bidder will thereafter enter into a written contract with the CITY OF FERNANDINA BEACH and furnish a Payment and Performance Bond in an amount equal to the contract price. The form of the bonds shall be in accordance with Section 255.05 of Florida Statutes. Failing to do so, Bidder shall forfeit its bid security.

Payment and Performance Bond shall be secured from or countersigned by an agency or surety company recognized in good standing and authorized to do business in the State of Florida.

The following exceptions to bidder providing Performance and Payment Bonds are as follows: In lieu of the Performance and Payment Bonds, a contractor may file with the City an alternative form of security in the form of cash, a money order, a certified check, a cashier's check, an irrevocable letter of credit, or a security of a type listed in part II of chapter 625, Florida Statutes. Any such alternative form of security shall be for the same purpose and be subject to the same conditions as those applicable to the bonds. The value of an alternative form of security shall be in the amount of the bid.

BUILDER'S RISK COVERAGE:

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

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

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
ITB 2020-06 FERNANDINA BEACH GOLF CLUB DRIVING RANGE PRACTICE
FACILITY RENOVATION

10. PUBLIC INFORMATION

- a. All information contained in this Bid is public information, and as such will be handled in accordance with the Florida Statutes.

11. ADDITIONAL INFORMATION

- a. The City reserves the right to require Bidders to provide references and information on previous similar experience prior to award of the contract.

12. QUESTIONS

- a. Any questions about the INVITATION TO BID should be communicated per instructions in the INVITATION TO BID.

13. INDEMNIFICATION AND INSURANCE

INDEMNIFICATION-CONSTRUCTION

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

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

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
ITB 2020-06 FERNANDINA BEACH GOLF CLUB DRIVING RANGE PRACTICE
FACILITY RENOVATION

furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06, Florida Statutes, as amended. CONTRACTOR expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statutes, as amended. Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the City may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

INSURANCE

Prior to commencement of any work under this Contract and until completion and final acceptance of the work, the CONTRACTOR/VENDOR shall, at its sole expense, maintain the following insurance on its own behalf, and furnish to the CITY certificates of insurance evidencing same and reflecting the effective date of such coverage as follows:

The term "Contractor" as used in the insurance rider, shall mean and include Subcontractors of every tier.

- A. Worker's Compensation and Occupational Disease Insurance in accordance with the applicable law or laws; Employer's Liability Insurance with limit of at least One Million (\$1,000,000) dollars.
This includes sole proprietorships and officers of corporations who will be performing work on the job.
- B. Commercial General Liability with a combined Bodily Injury and Property Damage limit of not less than ONE Million (\$1,000,000.00) dollars per occurrence and TWO Million (\$2,000,000) Dollars in the aggregate. The aggregate must be applicable on a per project basis. Coverage must include the following perils:
 - 1. Broad Form Blanket Contractual Liability for liability assumed under this Contract and all other Contracts relative to the project.
 - 2. Completed Operations/Products Liability.
 - 3. Broad Form Property Damage
 - 4. Personal and Advertising Injury Liability
 - 5. Independent Contractors
 - 6. Endorsements must be furnished reflecting the inclusion of the interests of Owner, Construction Manager, General Contractor, Contractor, (your company) , their officers, directors, partners, representatives, agents and employees, and naming each as an Additional Insured on a primary and non-contributing basis.
 - 7. Coverage is to be endorsed to reflect that insurance is to be primary and non contributory with respect to any other collectable insurance, for the Owner, General Contractor, Contractor, (your company) and all other parties required to be named as additional insureds.
 - 8. Coverage is to be provided on an "occurrence" basis with carriers licensed and admitted to do business in the State of [your state] or otherwise acceptable to the Contractor (your company).

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
ITB 2020-06 FERNANDINA BEACH GOLF CLUB DRIVING RANGE PRACTICE
FACILITY RENOVATION

9. A copy of policy and/or endorsement(s) and any other documents required to verify such insurance are to be submitted with the appropriate certificate(s), or upon the request of Contractor (your company). Failure to provide these documents is not to be construed as a waiver of the requirements to provide such insurance.
- C. Commercial Automobile Liability Insurance covering the use of all Owned, Non-Owned, and Hired Vehicles with combined Bodily Injury and Property Damage Limit of at least ONE Million (\$1,000,000.00) Dollars.
- D. Umbrella I Excess Liability Insurance with a limit of no less than ONE Million (\$1, 000,000) minimum per occurrence.
- E. During the term of this agreement, (if applicable) the Contractor/Vendor will carry Professional Liability Insurance which will cover liability for any damage or non-performance on account of any error, omission, or other provable negligence caused by the Contractor/Vendor. The amount of insurance shall not be less than ONE Million (\$1,000,000) per occurrence and aggregate.
- F. Loss Deductible – If the insurance of any CONTRACTOR/VENDOR contains deductible(s), penalty(s) or self-insured retention(s), the CONTRACTOR/VENDOR whose insurance contains such provision(s) shall be solely responsible for payment of such deductible(s), penalty(s) or self-insured retention(s).
- G. Where an Off Project Site Property exposure exists, the Contractor at its sole expense shall furnish to the Owner and Contractor (your company) Certificates of Insurance and other required documentation evidencing the following coverage which shall provide for the interests of [Name of Owner] , [Name of General Contractor] and (your company) to be named as Loss Payees and shall contain a provision requiring the insurance carriers to waive their rights of subrogation against all indemnities' named in the contract. "All Risk" Property Insurance on all materials, equipment and supplies intended to become a permanent part of the construction stored on premises away from the project site and while in transit, until actually delivered to the project site. Coverage is to be provided on a replacement cost basis.
- H. The above insurances shall each contain the following wording verbatim: "[Name of Owner], [Name of General Contractor], and (your company) are interested in the maintenance of this insurance and it is agreed that this insurance will not be canceled , materially changed or not renewed without at least a thirty (30) day advance written notice to [Name and address of Owner], and [Name and address of General Contractor] and [Name and address of your company by certified mail-return receipt requested."
- I. The amount of insurance contained in the aforementioned insurance coverages shall not be construed to be a limitation of the liability on the part of the Subcontractor or any of its Subcontractors.
- J. The Contractor shall file certificates of insurance prior to the commencement of work with the Owner and the General Contractor which shall be subject to the Owner, General Contractor and (your company) approval of adequacy of protection and the satisfactory character of the Insurer.
- K. Any type of insurance or any increase of limits of liability not described above which the Subcontractor requires for its own protection or on account of statute shall be its own responsibility and at its own expense.
- L. The carrying of the insurance described shall in no way be interpreted as relieving the Contractor or Subcontractor of any responsibility of liability under this Contract.

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
ITB 2020-06 FERNANDINA BEACH GOLF CLUB DRIVING RANGE PRACTICE
FACILITY RENOVATION

- M. Any policies effected by the Contractor on its Owned and/or Rented Equipment and Materials shall contain a provision requiring the insurance carriers to waive their rights of subrogation against the [Name of Owner], [Name of General Contractor], [Name of Contractor (your company)] and all other indemnities' named in the Contract.
- N. Should the Contractor engage a Subcontractor, the same conditions will apply under this contract to each Subcontractor, however, the retained Subcontractor shall be required to maintain limits of liability of not less than One Million (\$1,000,000.00) Dollars per occurrence and Two Million (\$2,000,000) Dollars in the aggregate, with said limits applicable on a per project basis, or such greater limits as may be required by the retaining Subcontractor.

14. PAYMENT

Payment due hereunder shall be made by the City to CONTRACTOR/VENDOR in accordance with the Florida Prompt Payment Act. The City's preferred method of payment is electronically by credit card/line. Upon award, CONTRACTOR/VENDOR will be contacted by the City's provider, Commerce Bank, to participate in the City's electronic payments program. **CONTRACTOR/VENDOR must state on Exhibit "A" Contact Sheet/Bid Form whether they accept credit card payments and provide their Accounting Department contact name, phone number and email address.**

15. BID PROTESTS

Bid protest conditions and procedures are in accordance with City Ordinances – Part 2, Chapter 2, Article VII, Division 2, Section 2-244.

16. FEDERAL GRANT MONEY

In the event this project is funded with federal grant monies, CONTRACTOR/VENDOR may not participate in the bid if CONTRACTOR/VENDOR is listed in the Excluded Parties List System (EPLS) a federal suspension and debarment listing. <https://www.epls.gov/eplsearch.do>. CONTRACTOR/VENDOR shall include copy of search results with bid or proposal.

17. LOBBYING

Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and/or all other groups who seek to influence the governmental decision of a Board Member, the City Manager, and/or any City Personnel during the solicitation process. The lobbying black-out period commences upon the issuance of this solicitation and concluded upon the signing of the agreement. CONTRACTORS shall not contact any Commission Member and/or any requesting or evaluating Department/Office personnel during said black-out period. All questions and procedural matters shall be directed to the City Manager. The City Commissioners and/or the City Manager may disqualify any solicitation response where any Commissioner, the City Manager, and/or City Personnel have been lobbied in violation of the black-out period.

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
ITB 2020-06 FERNANDINA BEACH GOLF CLUB DRIVING RANGE PRACTICE
FACILITY RENOVATION**

EXHIBITS

EXHIBIT "A"	Contact Sheet/Bid Form
EXHIBIT "B"	Public Entity Crimes
EXHIBIT "C"	Drug-Free Workplace Certification
EXHIBIT "D"	E-Verify Statement
EXHIBIT "E"	Proposer Acknowledgments and Agreements
EXHIBIT "F"	Conflict of Interest
EXHIBIT "G"	Non-Collusion Affidavit
EXHIBIT "H"	Dispute Disclosure

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
ITB 2020-06 FERNANDINA BEACH GOLF CLUB DRIVING RANGE PRACTICE
FACILITY RENOVATION**

EXHIBIT "A"

CONTACT SHEET/BID FORM

ITB 2020-06 Fernandina Beach Golf Club Driving Range Facility Renovation \$ _____

Name: _____

Federal Taxpayer ID: _____

Mailing Address: _____

City, State, & Zip Code: _____

Telephone: _____ Fax: _____

Email: _____ Submitted By: _____

Title: _____

FIRM Accepts Credit Cards*: Yes No

Accounting Contact:

Name: _____ Title: _____

Email Address: _____ Phone: _____

*See preferred method of payment under "Prompt Payment Act" section of the General Conditions

THIS FORM MUST BE INCLUDED WITH PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
ITB 2020-06 FERNANDINA BEACH GOLF CLUB DRIVING RANGE PRACTICE
FACILITY RENOVATION

EXHIBIT "B"

**SWORN STATEMENT UNDER F.S. SECTION 287.133(3) (A), ON
PUBLIC ENTITY CRIMES**

**THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER
OFFICER AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted with Bid, Proposal or Contract for _____.
2. This sworn statement is submitted by (entity) _____ whose business address is _____ and (if applicable) Federal Employer Identification Number (FEIN) is _____ (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)
3. My name is _____ and my relationship to the entity named above is _____.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(a) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a) (b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The City of Fernandina Beach, Florida ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
ITB 2020-06 FERNANDINA BEACH GOLF CLUB DRIVING RANGE PRACTICE
FACILITY RENOVATION

natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

- _____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- _____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (Please attach a copy of the final order.)
- _____ The person or affiliate was placed on the convicted FIRM list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted FIRM list. (Please attach a copy of the final order.)
- _____ The person or affiliate has not been placed on the convicted FIRM list. (Please describe any action taken by, or pending with, the Department of General Services.)

Signature

Date:

STATE OF FLORIDA

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____ who, after first being sworn by me, affixed their signature at the space provided above on this ____ day of _____, 20 ____, and is personally known to me, or has provided _____ as identification.

Notary Public

My Commission expires: _____

THIS FORM MUST BE INCLUDED WITH PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
ITB 2020-06 FERNANDINA BEACH GOLF CLUB DRIVING RANGE PRACTICE
FACILITY RENOVATION

EXHIBIT "C"

DRUG-FREE WORKPLACE CERTIFICATION

The below-signed INDIVIDUAL/FIRM certifies that it has implemented a drug-free workplace program. In order to have a drug-free workplace prepare, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or services a copy of the statement specified in paragraph 1.
4. In the statement in paragraph 1., notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.
5. Impose a sanction on or require fine satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I Certify that this firm complies fully with the above drug-free workplace requirements.

COMPANY: _____

CITY: _____ STATE: _____ ZIP CODE: _____

TELEPHONE NUMBER(S): _____

SIGNATURE: _____

NAME (TYPED OR PRINTED): _____ TITLE: _____

THIS FORM MUST BE INCLUDED WITH PROPOSAL

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
ITB 2020-06 FERNANDINA BEACH GOLF CLUB DRIVING RANGE PRACTICE
FACILITY RENOVATION**

EXHIBIT “D”

CITY OF FERNANDINA BEACH, FLORIDA



E-VERIFY STATEMENT

Bid/Proposal Number: _____

Project Description: _____

I/FIRM acknowledges and agrees to the following:

I/FIRM shall utilize the U.S. Department of Homeland Security’s E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. All persons employed by the FIRM during the term of the Contract to perform employment duties within Florida; and
2. All persons assigned by the FIRM to perform work pursuant to the contract with the Department.

Individual/Company/Firm: _____

Authorized Signature: _____

Title: _____

Date: _____

THIS FORM MUST BE INCLUDED WITH PROPOSAL

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
ITB 2020-06 FERNANDINA BEACH GOLF CLUB DRIVING RANGE PRACTICE
FACILITY RENOVATION**

EXHIBIT “E”

PROPOSER ACKNOWLEDGEMENTS AND AGREEMENTS

The undersigned, as an employee or agent of the Proposer, having the authority to sign a binding agreement on behalf of the corporation, company, or firm presenting this submittal, confirms understanding and/or agreement and/or takes exception with any statement in the following sections of this ITB/RFP document.

1. INTRODUCTION AND GENERAL INFORMATION
Understands and agrees to all terms.
2. PROPOSAL INSTRUCTIONS, TERMS AND CONDITIONS
Understands and agrees to all terms.
3. EVALUATION AND CONTRACT OVERVIEW
Understands and agrees to all terms.
4. PROPOSER’S RESPONSE: SUBMITTAL INFORMATION
Understands and agrees to all terms.
5. PROPOSER’S RESPONSE: PROPOSED TEAM
Understands and agrees to all terms.
6. PROPOSER’S RESPONSE: PROPOSED COMPENSATION
Understands and agrees to all terms.

Name: _____ Title: _____

Signature: _____ Date: _____

THIS FORM MUST BE INCLUDED WITH PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
ITB 2020-06 FERNANDINA BEACH GOLF CLUB DRIVING RANGE PRACTICE
FACILITY RENOVATION

EXHIBIT “F”

CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with Bid, Proposal or Contract for _____.

This sworn statement is submitted by (entity) _____ whose business address is _____ and (if applicable) Federal Employer Identification Number (FEIN) is _____ (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is _____ and my relationship to the entity named above is _____.

1. The above named entity is submitting a Proposal for the City of Fernandina Beach.
2. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon their own knowledge.
3. The Affiant states that only one submittal for the above proposal is being submitted and that the above named entity has no financial interest in other entities submitting proposals for the same project.
4. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above proposal. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.
5. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.
6. Neither the entity nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
7. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City of Fernandina Beach.
8. I certify that no member of the entity's ownership or management, or staff has a vested interest in any aspect of the City of Fernandina Beach.
9. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify the City of Fernandina Beach.

Signature

Date:

STATE OF FLORIDA

COUNTY OF _____

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
ITB 2020-06 FERNANDINA BEACH GOLF CLUB DRIVING RANGE PRACTICE
FACILITY RENOVATION

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed their signature at the space provided above on this ____ day of _____, 20____, and is personally known to me, or has provided _____ as identification.

Notary Signature

My Commission expires: _____

THIS FORM MUST BE INCLUDED WITH PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
ITB 2020-06 FERNANDINA BEACH GOLF CLUB DRIVING RANGE PRACTICE
FACILITY RENOVATION

EXHIBIT "G"

NON-COLLUSION AFFIDAVIT

This sworn statement is submitted with Bid, Proposal or Contract for _____.

This sworn statement is submitted by (entity) _____ whose business address is _____ and (if applicable) Federal Employer Identification Number (FEIN) is _____ (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is _____ and my relationship to the entity named above is _____.

1. The above named is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
2. Such Proposal is genuine and is not a collusive or sham proposal;
3. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Proposal in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached proposal or any other Bidder, or to fix any overhead, profit or cost element of the proposal price or the proposal price of any other Bidder, or to secure through any collusion, connivance, or unlawful agreement any advantage against the City of Fernandina Beach, Florida or any person interested in the proposed Contract; and
4. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature

Date:

STATE OF FLORIDA

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed their signature at the space provided above on this ____ day of _____, 20__, and is personally known to me, or has provided _____ as identification.

Notary Signature

My Commission expires: _____

THIS FORM MUST BE INCLUDED WITH PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
ITB 2020-06 FERNANDINA BEACH GOLF CLUB DRIVING RANGE PRACTICE
FACILITY RENOVATION

EXHIBIT “H”

DISPUTES DISCLOSURE FORM

Answer the following questions by placing as “X” after “YES” or “NO”. If you answer “YES”, please explain in the space provided, or via attachment.

Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional association within the last five (5) years?

YES___ NO___

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES_____NO_____

Has your firm had against it or filed any request for equitable adjustment, contract claims, bid protest, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES_____NO_____

If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this proposal for the City of Fernandina Beach.

Firm

Date

Authorized Signature

Printed or Typed Name and Title

THIS FORM MUST BE INCLUDED WITH PROPOSAL

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
ITB 2020-06 FERNANDINA BEACH GOLF CLUB DRIVING RANGE PRACTICE
FACILITY RENOVATION**

“ATTACHMENT A”

CITY OF FERNANDINA BEACH

“SAMPLE CONTRACT”

**CONTRACT AND GENERAL CONDITIONS
FOR
CONSTRUCTION SERVICES**

This **AGREEMENT** made on the _____ day of _____ in the year of 20____, **BETWEEN** the owner, CITY OF FERNANDINA BEACH, 204 Ash Street, Fernandina Beach, FL 32034 (hereinafter referred to as “Owner” or “City”) and the Contractor, (insert Name, Address, City, State, Zip)

PROJECT:

CONTRACTOR:

ARCHITECT/ENGINEER:

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
ITB 2020-06 FERNANDINA BEACH GOLF CLUB DRIVING RANGE PRACTICE
FACILITY RENOVATION

The OWNER and CONTRACTOR agree as follows:

ARTICLE 1 - CONTRACT DOCUMENTS

1. Enumeration of Contract Documents

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

2. Intent of Contract Documents

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

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

3. Definitions:

Definitions are provided in Appendix 1 of this Agreement.

ARTICLE 2 - SCOPE OF WORK

The Contractor shall execute the entire Work described in the Contract Documents, Summary of Work.

ARTICLE 3 - COMMENCEMENT DATE

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

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

ARTICLE 4 - SUBSTANTIAL COMPLETION DATE

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

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

ARTICLE 5 - CONTRACT AMOUNT

The Owner shall pay the Contractor the sum of **TBD** subject to additions and deductions as provided in the Contract Documents for all Work described in Article 2.

ARTICLE 6 - LIQUIDATED DAMAGES

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

If the said Contractor shall neglect, fail or refuse to complete the work within the time specified, or any proper extension thereof granted in accordance with this Agreement, then the Contractor does hereby agree, as a part consideration for the award of this contract, to

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
ITB 2020-06 FERNANDINA BEACH GOLF CLUB DRIVING RANGE PRACTICE
FACILITY RENOVATION

pay to the Owner for the first twenty calendar days the amount of "TBD" and "TBD" per calendar day from the twenty first day and beyond for each calendar day beyond the Substantial Completion Date not as a penalty but as liquidated damages for such breach of Contract. Furthermore, the Contractor agrees to pay to the Owner the amount of "TBD" for each calendar day that the Work remains

incomplete after the date established for Final Completion.

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

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

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

ARTICLE 7 - PAYMENTS

1. Progress Payments

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

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

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

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

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

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

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

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

Subtract the aggregate of previous payments made by the Owner.

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

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

2. Final Payment

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

3. Certifying a Schedule of Values

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

The Schedule of Values shall include a cost breakdown indexed per the Sections of the Specifications, which shall clearly set forth

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
ITB 2020-06 FERNANDINA BEACH GOLF CLUB DRIVING RANGE PRACTICE
FACILITY RENOVATION

labor as distinct from materials and from equipment. Rough-in work shall be shown separately from finish work.

4. Contractor Applications for Payment

By the 15th of each month the Contractor shall submit to the Architect/Engineer an itemized Application for Payment in accordance

with the Schedule of Values. Such application shall be supported by data substantiating the Contractor's right to payment as the Owner or Architect/Engineer may require. Payment shall be made on account of materials and equipment delivered and suitably stored at the site for

subsequent incorporation into Work. If approved in writing by the Owner, payment may similarly be made for materials and equipment suitably stored off the site.

Applications for Payment shall not include:

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

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

5. Certification of Payment Requests

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

6. Criteria for Withholding A Certificate for Payment

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

Defective Work not corrected;

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

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

ARTICLE 8 - TERMINATION OR SUSPENSION OF THE CONTRACT

1. Termination by The Contractor

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

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

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

2. Termination by The Owner For Cause

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

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

If such conditions exist the Owner may, without prejudice of any other rights or remedies of the Owner, after having given the

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
ITB 2020-06 FERNANDINA BEACH GOLF CLUB DRIVING RANGE PRACTICE
FACILITY RENOVATION

Contractor and the Contractor's surety seven days written notice, terminate the Agreement and, subject to any prior rights of the surety:

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

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

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

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

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

3. Termination by the Owner for Convenience

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

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

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

ARTICLE 9 - EXECUTION OF THE PROJECT

A. OBLIGATIONS OF THE ARCHITECT/ENGINEER

1. Architect/Engineer as Owner's Representative

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

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

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

2. Monitoring Progress, Quality and Compliance with Contract Requirements

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

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
ITB 2020-06 FERNANDINA BEACH GOLF CLUB DRIVING RANGE PRACTICE
FACILITY RENOVATION

require additional inspection or testing of the Work whether the Work is fabricated, installed or completed.

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

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

3. Review and Approval of Contractor's Submittals

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

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

4. Interpret Plans

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

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

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

5. Approving Non-Substantial Deviations

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

6. Certifying Applications for Payment

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

7. Preparing Change Orders

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

8. Substantial Completion and Acceptant Reviews

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

B. OBLIGATIONS OF THE OWNER

1. Project Manager

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

2. Information Provided by Owner

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
ITB 2020-06 FERNANDINA BEACH GOLF CLUB DRIVING RANGE PRACTICE
FACILITY RENOVATION

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

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

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

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

3. Permits

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

4. Owner's Right to Stop Work

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

5. Owner's Right to Carry Out Work

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

6. Interpretation of Contract Documents and Performance

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

7. Approving Substantial Deviations

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

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

8. Owner's Right to Expedite Schedule

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

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

C. OBLIGATIONS OF THE CONTRACTOR

1. Superintendent

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

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
ITB 2020-06 FERNANDINA BEACH GOLF CLUB DRIVING RANGE PRACTICE
FACILITY RENOVATION

2. Review of Contract Documents

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

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

3. Review of Field Conditions

The Contractor shall take field measurements and verify field conditions and carefully compare such with the Contract Documents before commencing the Work. Errors, omissions or inconsistencies discovered shall be reported to the Architect at once. The Contractor and each Subcontractor shall evaluate and satisfy themselves as to the conditions and limitations under which the Work is to be performed, including, without limitation (1) the location, condition, layout and nature of the Project site and surrounding areas, (2) generally prevailing climatic conditions, (3) anticipated labor supply and costs, (4) availability and cost of materials (except for unforeseeable serious material shortages), tools and equipment, (5) availability of temporary utility service and (6) other similar issues. The Owner assumes no responsibility or liability for the physical condition or safety of the Project site or any improvements located on the Project site. Except as set forth in subparagraph 10.1.2, the Contractor shall be solely responsible for providing a safe workplace. The Owner shall not be required to make any adjustment in either the Contract Sum or Contract Time in connection with any failure by the Contractor of any Subcontractor to comply with the requirements of this Subparagraph.

4. Supervision and Construction Procedures

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

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

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

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

5. Inspection of Work

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

6. Labor and Materials

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

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

7. Warranty

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

8. Construction Schedule

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

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
ITB 2020-06 FERNANDINA BEACH GOLF CLUB DRIVING RANGE PRACTICE
FACILITY RENOVATION

may be acceptable to the Architect. The Construction Schedule shall be revised at appropriate intervals as required by conditions of the Work.

9. Project Records

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

- Construction Schedule
- Plans and Drawings
- Specifications
- Addenda
- Change Orders
- Construction Change Directives
- Shop Drawings
- Product Data
- Samples
- Required Submittals
- Superintendent's Log

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

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

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

10. Approval of Shop Drawings and Other Submittals

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

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

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

11. Use of the Project Site

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

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

12. Cleanup of Project Site

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

13. Observations and Inspections

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
ITB 2020-06 FERNANDINA BEACH GOLF CLUB DRIVING RANGE PRACTICE
FACILITY RENOVATION

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

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

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

14. Correcting Rejected Work

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

If, within one year after the date of Final Acceptance, or before the expiration of warranties provided by the Contractor, Subcontractor, or Suppliers, whichever is greater, or by the terms of a special warranty required by the Contract Documents; any of the Work is found not to be in accordance with the requirements of the Contract Documents, the Contractor shall correct it within ten (10) days after receipt of a

written notice from the Owner. This obligation shall survive acceptance of the Work under the Contract and Termination of the Contract, if such Termination has been exercised by the Owner.

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

15. Acceptance of Non-Conforming Work

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

16. Tests & Inspections

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

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

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

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

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

ARTICLE 10 - SUBCONTRACTORS

1. Reporting of Proposed Subcontractors

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

2. Rejection of Subcontractors

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
ITB 2020-06 FERNANDINA BEACH GOLF CLUB DRIVING RANGE PRACTICE
FACILITY RENOVATION

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

3. Removal of Subcontractors

The Contractor shall not change a Subcontractor, person or entity previously selected if the Owner makes reasonable objection to such change.

4. Subcontractors Bound by Contract Documents

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

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

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

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

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

ARTICLE 11 - CONSTRUCTION BY OWNER OR SEPARATE CONTRACTORS

1. Owner's Right to Perform Construction

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

2. Owner to Provide Coordination

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

ARTICLE 12 - CHANGES IN THE WORK

1. Contract Held Valid

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

2. Construction Change Directive

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

3. Construction Change Order

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

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

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
ITB 2020-06 FERNANDINA BEACH GOLF CLUB DRIVING RANGE PRACTICE
FACILITY RENOVATION

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

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

4. Changes in Contract Amount

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

5. Cost of Work

The term "Cost of Work," or "Direct Cost", for the purpose of Change Orders, means the costs necessarily incurred and paid by the Contractor in the proper performance of the Change Order Work. Except as may be agreed to in writing by the Owner, such costs shall be in amounts no higher than those prevailing in the area of the project and may include the following categories:

- Labor (payroll, taxes, fringe benefits, workers' compensation, health and retirement benefits, sick leave)
- Owned equipment (at lowest applicable equipment manual rate)
- Rented equipment (at actual rental rate)

- Materials
- Supplies
- Subcontractor's costs
- Bonds and insurance

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

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

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

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

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

- For the Contractor, for Work performed by the Contractor's own forces, fifteen percent (15%) of the cost.

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
ITB 2020-06 FERNANDINA BEACH GOLF CLUB DRIVING RANGE PRACTICE
FACILITY RENOVATION

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

6. Changes in Contract Time

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

7. Changes in Contract Time Due to Weather Conditions

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

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

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

Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work. The Contractor shall promptly comply with the Construction Change Directive whether or not a Construction Change Order has been executed.

9. Effective Date of Change Orders

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

ARTICLE 13 - CLAIMS AND DISPUTES

1. Time Limits on Claims

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

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

2. Continuing Performance on the Contract

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

3. Claims for Concealed or Unknown Conditions

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

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

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

4. Claims for Additional Time

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
ITB 2020-06 FERNANDINA BEACH GOLF CLUB DRIVING RANGE PRACTICE
FACILITY RENOVATION

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

RFD forms will be supplied to the Contractor by Owner or the Architect.

The sole and exclusive manner of increasing the Contract Time due to some occurrence giving rise to the representation of an RFD form is by Construction Change Order. Timely presentation of a RFD form is the prerequisite for obtaining a Construction Change

Order. The Construction Change Order shall address any and all Claims based on said occurrence. With respect thereto, Contractor agrees that its exclusive remedy for delays in the performance of the Contract caused by events beyond its control, including delays claimed to be caused by the Owner or the Architect or attributable to the Owner or the Architect, and including Claims based on breach of Contract or negligence, shall be an extension of the Contract Time. Contractor hereby waives any and all other Claims based on said occurrence which are not addressed by the Construction Change Order. Nothing contained herein will prevent the parties from increasing the Contract Time by mutual agreement.

5. Claims for Additional Compensation

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

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

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

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

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

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

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

6. Resolution of Disputes by the Owner

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

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

7. Injury of Damage to Person or Property

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

ARTICLE 14 - PROJECT CLOSEOUT

1. Substantial Completion of a Designated Portion

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

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
ITB 2020-06 FERNANDINA BEACH GOLF CLUB DRIVING RANGE PRACTICE
FACILITY RENOVATION

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

2. Substantial Completion

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

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

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

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

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

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

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

3. Final Acceptance and Payment

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

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

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

ARTICLE 15 - PROTECTION OF PERSONS AND PROPERTY

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

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

- Title VI of the 1964 Civil Rights Act.
- Title VII of the 1964 Civil Rights Act, as amended by the Equal Employment Opportunity Act which prohibits discrimination in employment.
- Age Discrimination Act of 1973.
- Contract Work Hours and Safety Standards Act.
- Section 504 of the Rehabilitation Act prohibiting discrimination in the employment of the handicapped.
- Fair Labor Standards Act.

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
ITB 2020-06 FERNANDINA BEACH GOLF CLUB DRIVING RANGE PRACTICE
FACILITY RENOVATION

- Chapter 112, Florida Statutes, prohibiting conflicts of interest in the procurement of contracts with a governmental agency.
- Trench Excavation System & Shoring standards as adopted by the Department of Labor and Employment Security and related trenching regulations.
- Construction Work Hours and Safety Act (Construction Safety Act)

2. Safety of Employees and Property

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

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

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

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

The Contractor shall promptly remedy damage and loss (other than damage or loss insured under requirements of the Contract Documents) to property referred in this Section caused in whole or in part by the Contractor, Subcontractor, Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor.

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

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

3. Emergencies

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

ARTICLE 16 - INDEMNIFICATION, INSURANCE AND BONDS

1. Indemnification

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

Subject to the limitations set forth in this Section, Contractor shall assume control of the defense of any claim asserted by a third party against the Owner and, in connection with such defense, shall appoint lead counsel, in each case at the Contractor's expense. The Owner shall have the right, at its option, to participate in the defense of any third party claim, without relieving Contractor of any of its obligations hereunder. If the Contractor assumes control of the defense of any third party claim in accordance with this paragraph, the Contractor shall obtain the prior written consent of the Owner before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, the Contractor shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the Owner and all expenses, including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of the Owner, be detrimental in any material respect to the Owner's reputation; (ii) the third party claim seeks an injunction or equitable relief against the Owner; or (iii) the Contractor has failed or is

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
ITB 2020-06 FERNANDINA BEACH GOLF CLUB DRIVING RANGE PRACTICE
FACILITY RENOVATION

failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith. It is further the specific intent and agreement of said parties that all the Contract Documents on this Project are hereby amended to include the foregoing indemnification. CONTRACTOR expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statutes or is unenforceable pursuant to Section 725.06, Florida Statutes.

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

2. Waiver of Subrogation

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

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

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

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

3. Contractor's Insurance

The Contractor shall not commence any Work in connection with this Agreement until he has obtained all of the following types of insurance and such insurance has been approved by the Owner, has named the Owner as an additional insured, except for Worker's Compensation Coverage, nor shall the Contractor allow any Subcontractor to commence Work on his subcontract until all similar insurance required of the Subcontractor has been so obtained.

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

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

4. Loss Deductible

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

5. Subcontractor's Insurance

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

6. Certificate of Insurance

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

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

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
ITB 2020-06 FERNANDINA BEACH GOLF CLUB DRIVING RANGE PRACTICE
FACILITY RENOVATION

7. Workers' Compensation Insurance

The Contractor shall take out and maintain, during the life of this Agreement, Workers' Compensation and Employer's Liability

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

8. Liability Insurance

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

Commercial General Liability:

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

Commercial Automobile Liability:

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

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

9. Builder's Risk Coverage

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

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

10. Payment and Performance Bond

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

Additionally, bonds must meet the following specifications:

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

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
ITB 2020-06 FERNANDINA BEACH GOLF CLUB DRIVING RANGE PRACTICE
FACILITY RENOVATION

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

ARTICLE 17 - COMMENCEMENT OF STATUTORY LIMITATION PERIOD

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

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

2. Concerning Latent Defects and Fraud

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

ARTICLE 18 - MISCELLANEOUS PROVISIONS

1. Governing Law

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

2. Successors and Assigns

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

3. Written Notice

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

4. Limitation of Liability

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

5. Attorney Fees and Costs

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

6. Validity, Severability and Reformation

The validity, interpretation, construction, and effect of this agreement shall be in accordance with and be governed by the laws of the

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
ITB 2020-06 FERNANDINA BEACH GOLF CLUB DRIVING RANGE PRACTICE
FACILITY RENOVATION

State of Florida. Any provision or part of this Agreement held to be void or unenforceable under any law shall be deemed stricken,

and all remaining provisions shall continue to be valid and binding upon the parties. The parties agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

7. Force Majeure

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

8. Contractor Not A Third Party Beneficiary

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

9. Public Records Law and Obligations

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

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

OWNER: The City of Fernandina Beach

Dale L. Martin, City Manager

ATTEST –Caroline Best, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Tammi E. Bach, City Attorney

CONTRACTOR:

Contractor's Name:

Title/Officer

ATTEST -

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
ITB 2020-06 FERNANDINA BEACH GOLF CLUB DRIVING RANGE PRACTICE
FACILITY RENOVATION

APPENDIX I - DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
ITB 2020-06 FERNANDINA BEACH GOLF CLUB DRIVING RANGE PRACTICE
FACILITY RENOVATION

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

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

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

Notice of Award of Contract - Written notice to the Contractor that his Bid has been accepted by the City Commission with the intent to enter into a Contract for the Construction of the Project.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
ITB 2020-06 FERNANDINA BEACH GOLF CLUB DRIVING RANGE PRACTICE
FACILITY RENOVATION

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

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 1
For
ITB 2020-06 FERNANDINA BEACH GOLF CLUB DRIVING RANGE PRACTICE FACILITY
RENOVATION

City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034

ADDENDUM No. 1

The following changes are applicable to the original ITB documents and specifications of **ITB 2020-06**. This Addendum No.1 now becomes part of the original Invitation to Bid and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting bids. Failure to do so may disqualify the bid.

Bidders shall thoroughly familiarize themselves with the contents of this Addendum before submitting bids.

NAME: _____ **TITLE:** _____

ADDRESS: _____

CITY: _____ **STATE:** _____

AUTHORIZED SIGNATURE: _____ **DATE:** _____

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 1
For
ITB 2020-06 FERNANDINA BEACH GOLF CLUB DRIVING RANGE PRACTICE FACILITY
RENOVATION

1. Are there drawings or technical specifications available for this project? **There are no plans**

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 2
For
ITB 2020-06 FERNANDINA BEACH GOLF CLUB DRIVING RANGE PRACTICE FACILITY
RENOVATION

City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034

ADDENDUM No. 2

The following changes are applicable to the original ITB documents and specifications of **ITB 2020-06**. This Addendum No.2 now becomes part of the original Invitation to Bid and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting bids. Failure to do so may disqualify the bid.

Bidders shall thoroughly familiarize themselves with the contents of this Addendum before submitting bids.

NAME: _____ **TITLE:** _____

ADDRESS: _____

CITY: _____ **STATE:** _____

AUTHORIZED SIGNATURE: _____ **DATE:** _____

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 2
For
ITB 2020-06 FERNANDINA BEACH GOLF CLUB DRIVING RANGE PRACTICE FACILITY
RENOVATION

1. Is there a requirement that this bid be awarded to a State Certified General Contractor? **No**
2. Is the award process accessible to Contractors that can supply the scopes of the project? **Yes**

**CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 3
For
ITB 2020-06 FERNANDINA BEACH GOLF CLUB DRIVING RANGE PRACTICE FACILITY
RENOVATION**

City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034

ADDENDUM No. 3

The following changes are applicable to the original ITB documents and specifications of **ITB 2020-06**. This Addendum No.3 now becomes part of the original Invitation to Bid and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting bids. Failure to do so may disqualify the bid.

Bidders shall thoroughly familiarize themselves with the contents of this Addendum before submitting bids.

NAME: _____ **TITLE:** _____

ADDRESS: _____

CITY: _____ **STATE:** _____

AUTHORIZED SIGNATURE: _____ **DATE:** _____

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 3
For
ITB 2020-06 FERNANDINA BEACH GOLF CLUB DRIVING RANGE PRACTICE FACILITY
RENOVATION

1. In scope of work document, it is estimated that 25,000 sq ft of 419 bermuda sod will be required at range tee. And it is understood that this is a design/build project. If square feet of a project area exceed the scope of work/specifications estimate, will contractor be able to apply for change order to cover additional work in order to complete area? **Yes, a change order will be requested**

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 4
For
ITB 2020-06 FERNANDINA BEACH GOLF CLUB DRIVING RANGE PRACTICE FACILITY
RENOVATION

City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034

ADDENDUM No. 4

The following changes are applicable to the original ITB documents and specifications of **ITB 2020-06**. This Addendum No.4 now becomes part of the original Invitation to Bid and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting bids. Failure to do so may disqualify the bid.

Bidders shall thoroughly familiarize themselves with the contents of this Addendum before submitting bids.

NAME: _____ **TITLE:** _____

ADDRESS: _____

CITY: _____ **STATE:** _____

AUTHORIZED SIGNATURE: _____ **DATE:** _____

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 4
For
ITB 2020-06 FERNANDINA BEACH GOLF CLUB DRIVING RANGE PRACTICE FACILITY
RENOVATION

1. Are there further design sketches for the PPG, range tee, #3 and #5 greens? **No**
2. Bidding will be based on the requirements listed in the bid. If there are changes that would affect the cost, there will be a change order.
3. The anticipated start date will be mid to late July.

May 15, 2020 Mandatory Pre-bid

[illegible]

CITY OF FERNANDINA BEACH BID OPENING TALLY

ITB #2020-06 May 29, 2020 2:00pm

Bid Name: FB Golf Course Driving Range Practice Facility Renovation

Attended by: Steve Murphy, Dave Younger and Wanda Weeks

DATE/ TIME REC'D	COMPANY NAME/LOCATION	BID AMOUNT	A-H	ADDENDUMS 1-4
5/27/2020 1:47pm	Golf Sculptors Internat'l - Leesburg, FL	\$129,435.00	√	√
5/28/2020 9:55am	XGD Systems, LLC d/b/a TDI - Golf Stuart, FL	\$116,236.38	√	√
5/29/2020 12:02pm	Turf Solutions Group - Peoria, IL	\$147,750.00	√	√
5/29/2020 1:05pm	Onegolf, Inc. - Ocala, FL	\$99,500.00	√	√

This is a preliminary summary of the bids as they were opened and announced at the bid opening. Contractor/Vendor should not assume award until after final/review/recommendation for award

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
ITB 2020-06 FERNANDINA BEACH GOLF CLUB DRIVING RANGE PRACTICE
FACILITY RENOVATION

EXHIBIT "A"

CONTACT SHEET/BID FORM

ITB 2020-06 Fernandina Beach Golf Club Driving Range Facility Renovation \$ 129,435.⁰⁰/_{xx}

Name: Robert F. Holmes Jr / Golf Sculptors International LLC

Federal Taxpayer ID: 47-3564442

Mailing Address: P.O. Box 895404

City, State, & Zip Code: Heesburg, Fl. 34789

Telephone: 352-409-7193 Fax: 352-503-7258

Email: R.F.HolmesJr@Aol.com Submitted By: Robert F. Holmes Jr

Title: Managing Member

FIRM Accepts Credit Cards*: Yes ☒ No

Accounting Contact:

Name: Suzanne Holmes

Title: Secretary

Email Address: R.F.HolmesJr@Aol.com Phone: 352-409-7189

*See preferred method of payment under "Prompt Payment Act" section of the General Conditions

THIS FORM MUST BE INCLUDED WITH PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
ITB 2020-06 FERNANDINA BEACH GOLF CLUB DRIVING RANGE PRACTICE
FACILITY RENOVATION

EXHIBIT "B"

SWORN STATEMENT UNDER F.S. SECTION 287.133(3) (A), ON
PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

- ITB-2020-06*
1. This sworn statement is submitted with Bid, Proposal or Contract for Fernandina Beach Golf Club
Driving Range Facility Renovation
 2. This sworn statement is submitted by (entity) Golf Sculptors International LLC whose business address is P.O. Box 895404, Leesburg, FL 34788 and (if applicable) Federal Employer Identification Number (FEIN) is 47-3564442 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: N/A.)
 3. My name is Robert F. Holmes Jr and my relationship to the entity named above is Managing Member
 4. I understand that a "public entity crime" as defined in Paragraph 287.133(a) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
 5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a) (b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
 6. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The City of Fernandina Beach, Florida ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.
 7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
ITB 2020-06 FERNANDINA BEACH GOLF CLUB DRIVING RANGE PRACTICE
FACILITY RENOVATION

natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

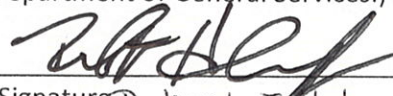
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

☒ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (Please attach a copy of the final order.)

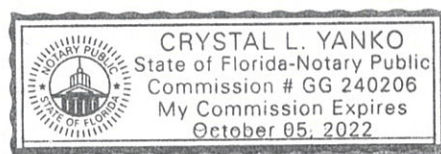
☐ The person or affiliate was placed on the convicted FIRM list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted FIRM list. (Please attach a copy of the final order.)

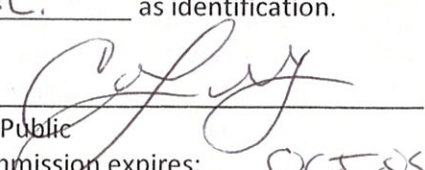
☐ The person or affiliate has not been placed on the convicted FIRM list. (Please describe any action taken by, or pending with, the Department of General Services.)


Signature Robert F. Holmes Jr. Date: 5/22/2020

STATE OF FLORIDA
COUNTY OF FL / Citrus

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed their signature at the space provided above on this 22 day of MAY, 20 20 and is personally known to me, or has provided FL D.C. as identification.




Notary Public

My Commission expires: OCT 05, 2022

THIS FORM MUST BE INCLUDED WITH PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
ITB 2020-06 FERNANDINA BEACH GOLF CLUB DRIVING RANGE PRACTICE
FACILITY RENOVATION

EXHIBIT "C"

DRUG-FREE WORKPLACE CERTIFICATION

The below-signed INDIVIDUAL/FIRM certifies that it has implemented a drug-free workplace program. In order to have a drug-free workplace prepare, a business shall:

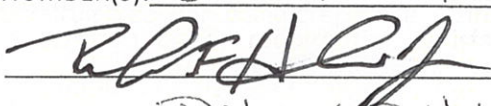
1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or services a copy of the statement specified in paragraph 1.
4. In the statement in paragraph 1., notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.
5. Impose a sanction on or require fine satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I Certify that this firm complies fully with the above drug-free workplace requirements.

COMPANY: GOLF Sculptor International LLC

CITY: Leesburg STATE: FL ZIP CODE: 34789

TELEPHONE NUMBER(S): 352-409-7193

SIGNATURE: 

NAME (TYPED OR PRINTED): Robert F. Holmes TITLE: Managing Member

THIS FORM MUST BE INCLUDED WITH PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
ITB 2020-06 FERNANDINA BEACH GOLF CLUB DRIVING RANGE PRACTICE
FACILITY RENOVATION

EXHIBIT "D"

CITY OF FERNANDINA BEACH, FLORIDA



E-VERIFY STATEMENT

Bid/Proposal Number: ITB - 2020-6

Project Description: Fernandina Beach Golf Club Driving Range Practice Facility Renovation

I/FIRM acknowledges and agrees to the following:

I/FIRM shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. All persons employed by the FIRM during the term of the Contract to perform employment duties within Florida; and
2. All persons assigned by the FIRM to perform work pursuant to the contract with the Department.

Individual/Company/Firm: GOLF Sculptors International LLC

Authorized Signature: [Handwritten Signature]

Title: Managing Member

Date: 5/20/2020

THIS FORM MUST BE INCLUDED WITH PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
ITB 2020-06 FERNANDINA BEACH GOLF CLUB DRIVING RANGE PRACTICE
FACILITY RENOVATION

EXHIBIT "E"

PROPOSER ACKNOWLEDGEMENTS AND AGREEMENTS

The undersigned, as an employee or agent of the Proposer, having the authority to sign a binding agreement on behalf of the corporation, company, or firm presenting this submittal, confirms understanding and/or agreement and/or takes exception with any statement in the following sections of this ITB/RFP document.

1. INTRODUCTION AND GENERAL INFORMATION
Understands and agrees to all terms.
2. PROPOSAL INSTRUCTIONS, TERMS AND CONDITIONS
Understands and agrees to all terms.
3. EVALUATION AND CONTRACT OVERVIEW
Understands and agrees to all terms.
4. PROPOSER'S RESPONSE: SUBMITTAL INFORMATION
Understands and agrees to all terms.
5. PROPOSER'S RESPONSE: PROPOSED TEAM
Understands and agrees to all terms.
6. PROPOSER'S RESPONSE: PROPOSED COMPENSATION
Understands and agrees to all terms.

Name: Robert F. Holmer Jr. Title: Managing Member

Signature:  Date: 5/20/2020

THIS FORM MUST BE INCLUDED WITH PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
ITB 2020-06 FERNANDINA BEACH GOLF CLUB DRIVING RANGE PRACTICE
FACILITY RENOVATION

EXHIBIT "F"

CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with Bid, Proposal or Contract for

*Fernandina Beach Golf Club
Driving Range Practice
Facility Renovation
ITB 2020-6*

This sworn statement is submitted by (entity) GOLF Sculptors International LLC whose business address is P.O. Box 895404, Leesburg FL 34789 and (if applicable) Federal Employer Identification Number (FEIN) is 47-3564442 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Robert F. Holmes Jr and my relationship to the entity named above is Managing Member

1. The above named entity is submitting a Proposal for the City of Fernandina Beach.
2. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon their own knowledge.
3. The Affiant states that only one submittal for the above proposal is being submitted and that the above named entity has no financial interest in other entities submitting proposals for the same project.
4. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above proposal. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.
5. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.
6. Neither the entity nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
7. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City of Fernandina Beach.
8. I certify that no member of the entity's ownership or management, or staff has a vested interest in any aspect of the City of Fernandina Beach.
9. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify the City of Fernandina Beach.

Robert F. Holmes Jr 5/22/2020
Signature Date:

STATE OF FLORIDA
COUNTY OF

11 CITRUS

CITY OF FERNANDINA BEACH, FLORIDA

INVITATION TO BID

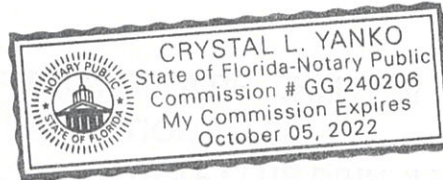
ITB 2020-06 FERNANDINA BEACH GOLF CLUB DRIVING RANGE PRACTICE
FACILITY RENOVATION

Robert F. Holmes Jr.

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me,
affixed their signature at the space provided above on this 22 day of MAY, 2020, and
is personally known to me, or has provided FLD.L. as identification.

Notary Signature

My Commission expires: OCT. 05, 2022



THIS FORM MUST BE INCLUDED WITH PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
ITB 2020-06 FERNANDINA BEACH GOLF CLUB DRIVING RANGE PRACTICE
FACILITY RENOVATION

EXHIBIT "G"

NON-COLLUSION AFFIDAVIT

This sworn statement is submitted with Bid, Proposal or Contract for ITB 2020-06 Fernandina Beach Golf Club Driving Range Practice Facility Renovation

This sworn statement is submitted by (entity) GOLF Sculptures International LLC whose business address is P.O. Box 895404, Leesburg FL 34787 and (if applicable) Federal Employer Identification Number (FEIN) is 47-3564442 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: .)

My name is Robert F. Holmes Jr and my relationship to the entity named above is Managing Member

1. The above named is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
2. Such Proposal is genuine and is not a collusive or sham proposal;
3. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Proposal in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached proposal or any other Bidder, or to fix any overhead, profit or cost element of the proposal price or the proposal price of any other Bidder, or to secure through any collusion, connivance, or unlawful agreement any advantage against the City of Fernandina Beach, Florida or any person interested in the proposed Contract; and
4. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature [Signature]

Date: 5/27/2020

STATE OF FLORIDA

COUNTY OF FLORIDA/CITRUS

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed their signature at the space provided above on this 22 day of MAY, 2020 and is personally known to me, or has provided FL D.L. as identification.

Notary Signature [Signature]

My Commission expires: OCT-05, 2022



THIS FORM MUST BE INCLUDED WITH PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
ITB 2020-06 FERNANDINA BEACH GOLF CLUB DRIVING RANGE PRACTICE
FACILITY RENOVATION

EXHIBIT "H"

DISPUTES DISCLOSURE FORM

Answer the following questions by placing an "X" after "YES" or "NO". If you answer "YES", please explain in the space provided, or via attachment.

Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional association within the last five (5) years?

YES ☐ NO ☒

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

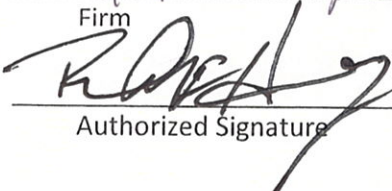
YES ☐ NO ☒

Has your firm had against it or filed any request for equitable adjustment, contract claims, bid protest, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES ☐ NO ☒

If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this proposal for the City of Fernandina Beach.

<u>Golf Sculptors International LLC</u>	<u>5/20/2020</u>
Firm	Date
	<u>Robert F. Holmes, Managing Member</u>
Authorized Signature	Printed or Typed Name and Title

THIS FORM MUST BE INCLUDED WITH PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 1
For
ITB 2020-06 FERNANDINA BEACH GOLF CLUB DRIVING RANGE PRACTICE FACILITY
RENOVATION

City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034

ADDENDUM No. 1

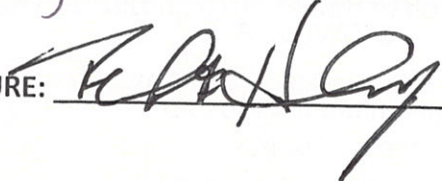
The following changes are applicable to the original ITB documents and specifications of **ITB 2020-06**. This Addendum No.1 now becomes part of the original Invitation to Bid and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting bids. Failure to do so may disqualify the bid.

Bidders shall thoroughly familiarize themselves with the contents of this Addendum before submitting bids.

NAME: Robert F. Holmes Jr TITLE: Managing Member

ADDRESS: P.O. Box 895404

CITY: Leesburg STATE: FL

AUTHORIZED SIGNATURE:  DATE: 5/20/2020

**CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 1**

**For
ITB 2020-06 FERNANDINA BEACH GOLF CLUB DRIVING RANGE PRACTICE FACILITY
RENOVATION**

1. Are there drawings or technical specifications available for this project? There are no plans

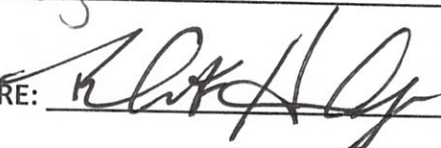
CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 2
For
ITB 2020-06 FERNANDINA BEACH GOLF CLUB DRIVING RANGE PRACTICE FACILITY
RENOVATION

City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034

ADDENDUM No. 2

The following changes are applicable to the original ITB documents and specifications of **ITB 2020-06**. This Addendum No.2 now becomes part of the original Invitation to Bid and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting bids. Failure to do so may disqualify the bid.

Bidders shall thoroughly familiarize themselves with the contents of this Addendum before submitting bids.

NAME: Robert F. Holmes Jr TITLE: Managing Member
ADDRESS: P.O. Box 895404
CITY: Leesburg STATE: FL
AUTHORIZED SIGNATURE:  DATE: 5/20/2020

CITY OF FERNANDINA BEACH, FLORIDA

ADDENDUM NO. 2

For

**ITB 2020-06 FERNANDINA BEACH GOLF CLUB DRIVING RANGE PRACTICE FACILITY
RENOVATION**

1. Is there a requirement that this bid be awarded to a State Certified General Contractor? No
2. Is the award process accessible to Contractors that can supply the scopes of the project? Yes

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 3

For
ITB 2020-06 FERNANDINA BEACH GOLF CLUB DRIVING RANGE PRACTICE FACILITY
RENOVATION

City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034

ADDENDUM No. 3

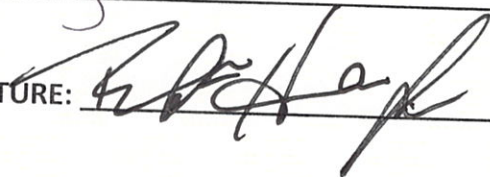
The following changes are applicable to the original ITB documents and specifications of **ITB 2020-06**. This Addendum No.3 now becomes part of the original Invitation to Bid and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting bids. Failure to do so may disqualify the bid.

Bidders shall thoroughly familiarize themselves with the contents of this Addendum before submitting bids.

NAME: Robert F. Holmes Jr TITLE: Managing Member

ADDRESS: P.O. Box 895404

CITY: Leesburg STATE: Fl.

AUTHORIZED SIGNATURE:  DATE: 5/21/2020

CITY OF FERNANDINA BEACH, FLORIDA

ADDENDUM NO. 3

For

**ITB 2020-06 FERNANDINA BEACH GOLF CLUB DRIVING RANGE PRACTICE FACILITY
RENOVATION**

1. In scope of work document, it is estimated that 25,000 sq ft of 419 bermuda sod will be required at range tee. And it is understood that this is a design/build project. If square feet of a project area exceed the scope of work/specifications estimate, will contractor be able to apply for change order to cover additional work in order to complete area? Yes, a change order will be requested



PO Box 895404

Leesburg, Fl. 34789

352-409-7193

rfholmesjr@aol.com

5/20/2020

City of Fernandina Beach
Attn: City Clerk's Office- ITB#2020-06
204 Ash Street
Fernandina Beach, Florida 32034

Re: Fernandina Beach Golf Club Renovation

Please allow this proposal to serve as our best estimate for the scope outlined below for the work on the Driving Range.

Scope of Work:

Driving Range

- Strip and dispose of (on-site) existing sod
- Remove existing bulkhead at tee and shape entire surface to one level
- Sod with Certified 419 turf, total estimated 25,000 Ft²
- Laser grade with .5% fall, total estimated 18,000 Ft²
- Install new irrigation head (ten)

25000 Ft² @ 1.80 = \$45,190.00

Putting Green/Chipping green:

- Preparation of putting green and surrounding area (removal of turf and existing irrigation, as needed)
- Core 8" depth remove organics of new putting green area (dispose of on-site)
- Shape sub-grade of area, including practice sand bunker, (in accordance with prepared design)

- Install new irrigation loop (ten heads)
- Provide and install 4" of USGA-grade sand to be mixed into native soil from on-site as rootzone materials of the new putting green
- Provide and install 6" of bunker sand
- Till, compact, and final float entire area of putting green (Estimated 7,000 Ft²)
- Provide and install Certified 419 (Estimated 5,500 Ft²)
- Estimated 100 linear feet of new curb to re-direct water from path around the practice putting green
- Plant 40 Bushels per 1000 Ft² of ultra-dwarf sprigs variety determined by Owner

Approximately 12,500 Ft² @ 5.51 = \$68,875

#5 Green Enlargement and bunker re-shape:

- Strip surface and dispose on site
- Shape and enlarge green/Bunker
- Haul in Clean fill from on-site, Roto-till
- Finish Float
- Sod Bunker collars and disturbed areas with Certified 419, Install sand
- Install additional irrigation loop

#3 Green Re-Shape

- Strip Surface and dispose on site
- Re-Contour Surface for pin placement area not to exceed 2 ½%
- Finish Float surfaces

Approximately 9000 Ft² @ 1.735 = \$15,570.00

Total:	Driving Range	\$45,190.00
	Chipping Green	\$68,875.00
	North Course Greens	\$15,570.00

Grand Total: \$129,435.00

If you have any questions or concerns, please call me anytime.

Respectfully,

Bobby Holmes

Managing Member

Golf Sculptors International, LLC.



Accepted by: _____ Date: _____

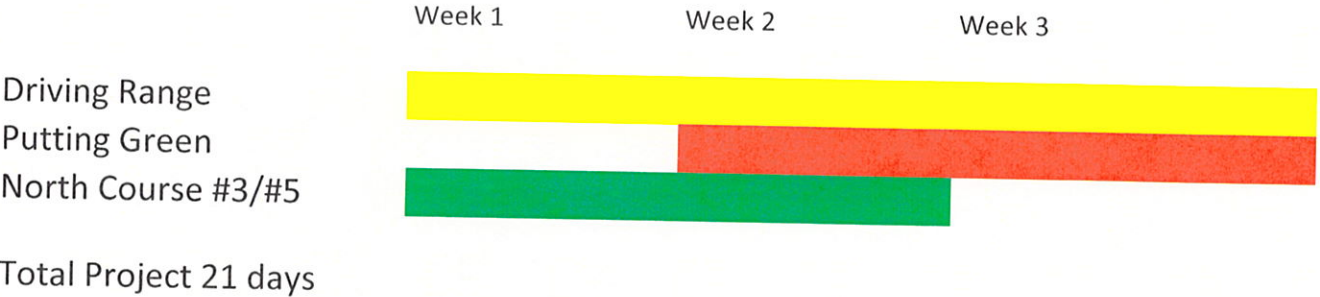
Firm Name _____

Authorized Signature: _____ Title: _____

TERMS OF PAYMENT

All measurements will be field measured since this is measured price, if there are any discrepancy actual measurements will be taken by both GSI and the owner and any overage will be paid at the FT²/LF price.

Fernandina Beach Club Driving Practice Facility Renovation ITB 2020-06





Integrity • Innovation

Janice A. Warren, C.F.C.

Citrus County Tax Collector

2020 Details — Business Tax Account GOLF SCULPTORS INTERNATIONAL LLC

Business Tax Account #43416 [Account details](#) [Account history](#) [Print this page](#)

2020	2019	2018	2017	2016	2015
Paid	Paid	Overpaid \$0.00	Overpaid \$0.00	Overpaid \$0.00	Overpaid \$0.00

Account number: 43416

Business start date: 03/25/2015

Physical business location: CRYSTAL RIVER

Business address: GOLF SCULPTORS INTERNATIONAL LLC
4186 S JODY PT
HOMOSASSA, FL 34448

Mailing address: GOLF SCULPTORS INTERNATIONAL LLC
PO BOX 895404
LEESBURG, FL 34789

Owner(s) ROBERT HOLMES JR

Receipts And Occupations

Receipt 99990267541

Non-Regulated 10/01/2019-09/30/2020
NON-REGULATED W/ HAZ MAT
AFF-LAWN AND GARDEN SERVICES

[Return to Search](#)

Licensee

Name:	HOLMES, ROBERT F JR	License Number:	1225637
Rank:	Certified Utility & Excavation Contractr	License Expiration Date:	08/31/2020
Primary Status:	Current	Original License Date:	12/20/2019
Secondary Status:	Active		

Related License Information

License Number	Status	Related Party	Relationship Type	Relation Effective Date	Rank	Expiration Date
	Current	GOLF SCULPTORS INTERNATIONAL, LLC	Primary Qualifying Agent for Business	12/20/2019	Construction Business Information	



Ron DeSantis, Governor

Halsey Beshears, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

HOLMES, ROBERT F JR

GOLF SCULPTORS INTERNATIONAL, LLC
6900 S PINEBRANCH POINT
HOMOSASSA FL 34448

LICENSE NUMBER: CUC1225637

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

ROBERT F HOLMES JR. (MAIN) 352-409-7193 (30 YEARS EXPERIENCE)

Luis Fernando Chavez Trejo Supervisor for Robert F Holmes Jr. Golf Sculptors International LLC (15 YEARS EXPERIENCE) 863-852-4047

PO Box 895404, Leesburg, Florida 34789 | 352-409-7193 | rfholmesjr@aol.com

DBPR: Certified Underground Utility and Excavation Contractor
Florida: CUC1225637

SUMMARY

Over 32 years in the Golf Course Construction and Maintenance industry. Have been involved in several turnkey new constructions as well as renovation. My specialty is Golf Course Shaping

EQUIPMENT

Can operate all heavy equipment

EXPERIENCE

- | | |
|--------------|---|
| 1985-2002 | Shaper, Clifton Ezell, Clifton,
· Project manager, Shaper |
| 2002-current | Owner/Operator/Shaper, <i>Golf Sculptors, International LLC (GSI)</i>
<i>New construction, Renovation, Irrigation, Cart paths, Tee, Greens and Bunker Construction. Shaping, Finish Shaping, Grow in, Landscape</i>
· See list of attached projects |

EDUCATION

- | | |
|-----------|--|
| 1982-1984 | Lake City Community College, Lake City Florida |
| 1984 | Agronomy, Lake City Community College |

Recent Projects:

The River Club (Suwanee, Ga)
Spanish Wells Golf Course, (Bonita Springs, Florida)
University of Florida (Gainesville, Florida)
Grand Haven- Escalante Golf (Palm Coast, Florida)
Turkey Creek Golf and Country Club (Alachua, Florida)
Ohooppee Match Club, Cobb Town, Ga. (Gil Hanse Golf Design)
Citrus Hills (Fairway Renovation) Citrus Springs, Fl.
On Top of the World (Bunkers/ Greens Renovation) Clearwater, Fl.
Bishop Gate (Bunkers/Greens Renovation) Howey-in-the Hills, Florida
MAS Golf Construction, Boston (Better Billy Bunker/ Greens)
Black Diamond (The Quarry Course), Lecanto

Past Projects:

Akoya, Jordan 2015 Damac (Greg Norman)
The Trump World Golf club Dubai, Damac 2014-2015 (Gil Hanse Golf Design)
Life Style City, Dubai
Mossey Oak Nature Club (West Point Mississippi) Gil Hanse Gold Design)

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Golf Sculptors International LLC	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate ☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► S Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ►	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
	5 Address (number, street, and apt. or suite no.) See instructions. P.O. Box 895404	Requester's name and address (optional) The City of Fernandina Beach 204 Ash Street Fernandina Beach, Fl. 32304
	6 City, state, and ZIP code Heesburg FL 34789	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-			-		
or								
Employer identification number								
4	7	-	3	5	6	4	4	2

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► 	Date ► 5/20/2020
-----------	--	-------------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



City of Fernandina Beach

VENDOR APPLICATION FINANCE DEPARTMENT

204 ASH STREET
FERNANDINA BEACH, FL 32034
Office : (904) 310-3325
Fax: (904) 310-3457
www.FBFL.us

DATE: 5/20/2020

NEW VENDOR [x]

BUSINESS NAME: Golf Sculptors International LLC

BUSINESS ADDRESS: PO Box 895404, Leesburg Florida 34789

REMIT ADDRESS (if different):

PRIMARY CONTACT: Bobby Holmes

PHONE: 352-409-7193

FAX: 352-503-7258

EMAIL ADDRESS:
RFHOLMESJR@aol.com

IS YOUR BUSINESS:

INCORPORATED?

IF SO, FEI #:

47-356442

YES - NO

☒ ☐

REGISTERED WITH THE STATE OF FLORIDA?

☒ ☐

ARE YOUR SERVICES PROVIDED ON CITY PROPERTY?

☒ ☐

CURRENT CERTIFICATE OF INSURANCE ATTACHED?

☒ ☐

DO YOU ACCEPT CREDIT CARDS?

☐ ☒

GENERAL INFORMATION

Persons or businesses interested in being added to the City of Fernandina Beach Vendor/Database list must fill out a Vendor Packet and send it to the Finance Department. The packet includes Vendor Application, a W-9, and when required a Certificate of Insurance*, and a description identifying their product or service. All documents are available on our website at www.FBFL.us under the Bids Posting link. All sections of the application must be completed.

The application is provided as a courtesy only and does not legally entitle a vendor to any particular solicitation, therefore vendors are encouraged to visit our site for legal notices of Invitation To Bid (ITB), Request for Proposal (RFP) and Request for Qualifications (RFQ). The city will not check addresses or telephone numbers for accuracy if mail is returned by the post office. It is the vendor's responsibility to inform the city of any changes. This includes change of name, address or telephone number, changes in personnel listed on this application, and any addition or deletion of commodity codes provided by the vendor.

Current Certificate of Insurance is required if services provided are performed on City property.

Email completed form to bfrench@fbfl.org. City of Fernandina Beach must be shown as Additional Insured.

Thank you for your interest in the City of Fernandina Beach.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/20/2020

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 Sihle Insurance Group, Inc. 1021 Douglas Ave. Altamonte Springs FL 32714		CONTACT NAME: Certificate Department PHONE (A/C, No, Ext): 407-869-0962 E-MAIL ADDRESS: Certificates@sihle.com FAX (A/C, No): 407-774-0936	
INSURED Golf Sculptors International LLC P.O. Box 895404 Leesburg FL 34789-5404		INSURER(S) AFFORDING COVERAGE	
		INSURER A : Westfield Insurance Group	NAIC # 24112
		INSURER B : Associated Industries Insurance Company Inc	23140
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 1809769367

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y		CWP4039922	4/28/2020	4/28/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 2,000,000 \$ 150,000
							MED EXP (Any one person)	\$ 1,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			CWP4039922	4/28/2020	4/28/2021	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
							PIP	\$ 10,000
	☐ UMBRELLA LIAB ☐ EXCESS LIAB DED ☐ RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A	AWC1138834	11/9/2019	11/9/2020	☒ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	\$ 500,000
							E.L. DISEASE - EA EMPLOYEE	\$ 500,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000
A	Equipment Floater/Inland Marine			CWP4039922	4/28/2020	4/28/2021	Leased & Rented Equip Deductible	\$500,000 \$2,500

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

The City of Fernandina Beach is included as additional insured with respects to General Liability when required by written contract.

CERTIFICATE HOLDER**CANCELLATION**The City of Fernandina Beach
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

Daniel Delgado

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
ITB 2020-06 FERNANDINA BEACH GOLF CLUB DRIVING RANGE PRACTICE
FACILITY RENOVATION**

EXHIBIT "A"

CONTACT SHEET/BID FORM

ITB 2020-06 Fernandina Beach Golf Club Driving Range Facility Renovation \$ 99,500

Name: ONEGOLF INC

Federal Taxpayer ID: 30-4812218

Mailing Address: 3035 SE Maricamp Rd #200

City, State, & Zip Code: Ocala, FL 34471

Telephone: (352) 303-2537 Fax: N/A

Email: chuck@onegolfinc.com Submitted By: Chuck Baker, President

Title: President

FIRM Accepts Credit Cards*: ☒ Yes ☐ No

Accounting Contact:

Name: Leighton Okus Title: Executive Assistant

Email Address: admin@onegolfinc.com Phone: (352) 572-7556

*See preferred method of payment under "Prompt Payment Act" section of the General Conditions

THIS FORM MUST BE INCLUDED WITH PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
ITB 2020-06 FERNANDINA BEACH GOLF CLUB DRIVING RANGE PRACTICE
FACILITY RENOVATION

EXHIBIT "B"

SWORN STATEMENT UNDER F.S. SECTION 287.133(3) (A), ON
PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract for ITB2020-06.
Fernandina Beach Golf Club Driving Range Practice Facility Renovation.
2. This sworn statement is submitted by (entity) ONEGOLF INC whose business address is 3035 SE Manacamp Rd, Ocala FL and (if applicable) Federal Employer Identification Number (FEIN) is 310-4212218 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)
3. My name is Chuck Baker and my relationship to the entity named above is President.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(a) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a) (b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The City of Fernandina Beach, Florida ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
ITB 2020-06 FERNANDINA BEACH GOLF CLUB DRIVING RANGE PRACTICE
FACILITY RENOVATION

EXHIBIT "F"

CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with Bid, Proposal or Contract for ITB 2020-06.

This sworn statement is submitted by (entity) ONE GOLF INC whose business address is 3035 SE Maricamp Rd, Ocala and (if applicable) Federal Employer Identification Number (FEIN) is 30-4812218 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is CHUCK BAKER and my relationship to the entity named above is PRESIDENT.

1. The above named entity is submitting a Proposal for the City of Fernandina Beach.
2. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon their own knowledge.
3. The Affiant states that only one submittal for the above proposal is being submitted and that the above named entity has no financial interest in other entities submitting proposals for the same project.
4. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above proposal. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.
5. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.
6. Neither the entity nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
7. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City of Fernandina Beach.
8. I certify that no member of the entity's ownership or management, or staff has a vested interest in any aspect of the City of Fernandina Beach.
9. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify the City of Fernandina Beach.

 5/29/20
Signature Date:

STATE OF FLORIDA
COUNTY OF Duval

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
ITB 2020-06 FERNANDINA BEACH GOLF CLUB DRIVING RANGE PRACTICE
FACILITY RENOVATION

natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

CB Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted FIRM list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted FIRM list. (Please attach a copy of the final order.)

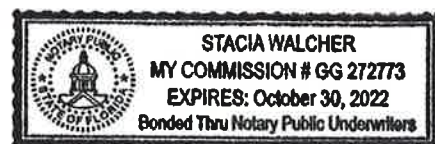
_____ The person or affiliate has not been placed on the convicted FIRM list. (Please describe any action taken by, or pending with, the Department of General Services.)

CBP 5/29/20
Signature Date:

STATE OF FLORIDA
COUNTY OF MARION

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed their signature at the space provided above on this 29 day of May, 2020, and is personally known to me, or has provided 13260 142 77 3660 as identification.
DLH

[Signature]
Notary Public
My Commission expires: 10/30/22



THIS FORM MUST BE INCLUDED WITH PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
ITB 2020-06 FERNANDINA BEACH GOLF CLUB DRIVING RANGE PRACTICE
FACILITY RENOVATION

EXHIBIT "C"

DRUG-FREE WORKPLACE CERTIFICATION

The below-signed INDIVIDUAL/FIRM certifies that it has implemented a drug-free workplace program. In order to have a drug-free workplace prepare, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or services a copy of the statement specified in paragraph 1.
4. In the statement in paragraph 1., notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.
5. Impose a sanction on or require fine satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I Certify that this firm complies fully with the above drug-free workplace requirements.

COMPANY: ONE GOLF INC

CITY: Ocala STATE: FL ZIP CODE: 34471

TELEPHONE NUMBER(S): (352) 303-2527

SIGNATURE: 

NAME (TYPED OR PRINTED): CHUCK BAKER TITLE: PRESIDENT

THIS FORM MUST BE INCLUDED WITH PROPOSAL

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
ITB 2020-06 FERNANDINA BEACH GOLF CLUB DRIVING RANGE PRACTICE
FACILITY RENOVATION**

EXHIBIT "D"

CITY OF FERNANDINA BEACH, FLORIDA



E-VERIFY STATEMENT

Bid/Proposal Number: ITB 2020-06

Project Description: Fernandina Beach Golf Club Driving
Range Practice Facility Renovation

I/FIRM acknowledges and agrees to the following:

I/FIRM shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. All persons employed by the FIRM during the term of the Contract to perform employment duties within Florida; and
2. All persons assigned by the FIRM to perform work pursuant to the contract with the Department.

Individual/Company/Firm: ONEGOLF INC

Authorized Signature: 

Title: PRESIDENT

Date: 5/29/20

THIS FORM MUST BE INCLUDED WITH PROPOSAL

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
ITB 2020-06 FERNANDINA BEACH GOLF CLUB DRIVING RANGE PRACTICE
FACILITY RENOVATION**

EXHIBIT "E"

PROPOSER ACKNOWLEDGEMENTS AND AGREEMENTS

The undersigned, as an employee or agent of the Proposer, having the authority to sign a binding agreement on behalf of the corporation, company, or firm presenting this submittal, confirms understanding and/or agreement and/or takes exception with any statement in the following sections of this ITB/RFP document.

1. INTRODUCTION AND GENERAL INFORMATION
Understands and agrees to all terms.
2. PROPOSAL INSTRUCTIONS, TERMS AND CONDITIONS
Understands and agrees to all terms.
3. EVALUATION AND CONTRACT OVERVIEW
Understands and agrees to all terms.
4. PROPOSER'S RESPONSE: SUBMITTAL INFORMATION
Understands and agrees to all terms.
5. PROPOSER'S RESPONSE: PROPOSED TEAM
Understands and agrees to all terms.
6. PROPOSER'S RESPONSE: PROPOSED COMPENSATION
Understands and agrees to all terms.

Name: CHUCK BAKER Title: PRESIDENT

Signature:  Date: 5/29/20

THIS FORM MUST BE INCLUDED WITH PROPOSAL

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed their signature at the space provided above on this 29 day of May, 20 20, and is personally known to me, or has provided DLH as identification.

My Commission expires: 10/20/22



CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
ITB 2020-06 FERNANDINA BEACH GOLF CLUB DRIVING RANGE PRACTICE
FACILITY RENOVATION

EXHIBIT "H"

DISPUTES DISCLOSURE FORM

Answer the following questions by placing an "X" after "YES" or "NO". If you answer "YES", please explain in the space provided, or via attachment.

Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional association within the last five (5) years?

YES ___ NO ✓

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES ___ NO ✓

Has your firm had against it or filed any request for equitable adjustment, contract claims, bid protest, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES ___ NO ✓

If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts or extended contract time involved.

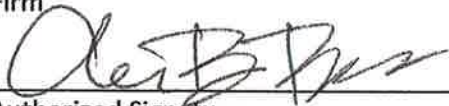
I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this proposal for the City of Fernandina Beach.

ONEGOLF INC

Firm

5/29/20

Date



Authorized Signature

CHUCK BAKER, PRESIDENT

Printed or Typed Name and Title

THIS FORM MUST BE INCLUDED WITH PROPOSAL

May 29, 2020

Attention: Purchasing - City of Fernandina Beach

RE: Fernandina Beach Golf Club 2020 Renovations Scope of Work and Pricing



Thank you for the opportunity to provide a scope and pricing. Feel free to contact us with any questions.

Qualifications:

1. North Central Florida based contractor
2. all tree work performed by club
3. pricing good for 30
4. any demo of existing paths by club
5. green to be grassed by club
6. no erosion control expected
7. contingency tbd
8. grow-in by the club
9. mobilization 5-10% max in addition of agreed scope
10. bonds or permits not included or expected
11. detail schedule will be produced but 6 weeks is what we are expecting
12. contract terms and payment schedule to be finalized when scope is known
13. price includes below items

Driving Range Tee 24,000 SF (28,000 SF of disturbance)

1. Two applications of Round up (applied by the Club)
2. Strip and dispose of existing grass on site
3. Shape entire surface to one level to club satisfaction
4. Laser grade with 1% fall
5. Core and compact covered hitting subgrade 3,000 SF
6. pre-plant fertilizer by the club
7. Sod Remainder with Certified 419 25,000 SF
8. Install New Irrigation 10 heads

New Putting Green 7,500 SF (Total Disturbance 13,000 SF)

1. Strip and Dispose of sod 13,000 SF
2. Remove Existing Irrigation
3. Core 8" Depth Remove organics and dispose onsite
4. Shape sub grade and surrounds to club satisfaction
5. Install New Irrigation Loop 10 heads
6. Provide and Install 8" of new 80/20 greens mix 300 Tons
7. compact and final float entire area 13,000 SF
8. provide Certified 419 and sod surrounds 5,500 SF
9. 100 LF of new curb to redirect water off of path
10. Final float putting surface
11. pre-plant fertilizer and grow-in by the club
12. 40 Bushels of sprigs determined and performed by the club

#5 and #8 Green Surface Reshaping

1. strip and dispose existing sod
 2. expand #5 (700 SF) and shape to new total 3,000 SF
 3. reshape #3 and create more pin placements for playability
 4. sod collars and disturbed area at both with certified 419 2,500 SF
 5. new partial greens loop #5
 6. reshape and build new bunker #5 with 4" compacted sand and new drainage
 7. final float surfaces
 8. pre-plant by the club
 9. sprigging of greens by the club
- Total = \$99,500

Again, feel free to contact me directly at chuck@onegolfinc.com or mobile 352-303-2537 with any questions.

Thanks,

Chuck Baker
President
ONEGOLF
352-303-2537



One Golf, Inc • 352-854-6393 (P) • 352-694-2519 (F)
3035 SE Maricamp Road, Suite 104-200, Ocala, FL 34471

ONEGOLF KEY PERSONNEL

WALT BELL, PROJECT MANAGER

- 10 YEARS EXPERIENCE, ADDITIONALLY HE HAS 25 YEARS EXPERIENCE IN HEAVY CIVIL CONSTRUCTION.
- RESPONSIBILITIES INCLUDE, SUBMITTALS, SCHEDULING, QUALITY CONTROL, STAFFING AND RESOURCING PROJECTS.

HARRY KEENE, SUPERINTENDENT/SHAPER

- 28 YEARS EXPERIENCE
- HARRY IS RESPONSIBLE FOR ON-SITE SHAPING, MEETING WITH ARCHITECTS AND OWNERS, OPERATES VARIOUS EQUIPMENT TO ACHIEVE FINAL PRODUCT.

JONATHAN BARTOLON, IRRIGATION/DRAINAGE FOREMAN

- 12 YEARS EXPERIENCE
- JONATHAN IS RESPONSIBLE FOR INSTALLATION OF VARIOUS IRRIGATION AND DRAINAGE COMPONENTS, DEPENDING ON PROJECT NEEDS; FROM 1/2" PIPE TO 36" PIPE.

JOSE BRAVO, FINISH FOREMAN

- 10 YEARS EXPERIENCE
- JOSE IS RESPONSIBLE FOR DETAIL FINISHING, FROM BUNKERS TO GREENS SURFACES AND TEES. HAS COMPLETED PROJECTS FOR VARIOUS ARCHITECTS TO STANDARDS ACCEPTABLE BY FAZIO DESIGN, GREG NORMAN DESIGN, ETC.

COMPANY PROFILE



ONEGOLF

COMPANY PROFILE

OFFICE LOCATION:

ONEGOLF, INC.
3035 SE MARICAMP ROAD
SUITE 104-200
OCALA, FL 34471
WWW.ONEGOLFINC.COM
P - 352-854-6393
F - 352-694-2519

OWNER: CHUCK BAKER - PRESIDENT

RAISED IN OCALA, FL

21+ YEARS EXPERIENCE IN GOLF CONSTRUCTION FROM THE BAHAMAS TO SOUTH KOREA

GRADUATED LAKE CITY COMMUNITY COLLEGE 1999

PROFICIENT IN OPERATING ALL RELEVANT HEAVY EQUIPMENT

HAS AN IDENTICAL TWIN

COMPUTER LITERATE

SUCCESSFULLY COMPLETED

- MORE THAN 59 PROJECTS WORLD-WIDE
- \$225M+ IN WORK TO DATE
- CONSTRUCTED 4,500,000+ SQUARE FEET OF GREENS
- LASER GRADED AND SHAPED 8,000,000+ SF OF TEES
- 215+ MILES OF CART PATH INSTALLATION
- 6,500+ ACRES OF FINISH PREPARATION AND GRASSING
- 20,000+ GOLF IRRIGATION HEADS INSTALLED
- 2 MILLION+ LINEAR FEET OF DRAINAGE INSTALLED AND AS-BUILT



PROGRESS MEETING WITH THE SHARK, THE GROVE, TN

SERVICES



ONE GOLF SERVICES



BUDGET, SCHEDULE AND COST ANALYSIS



ARTIFICIAL TURF OPTIONS



BUNKER CONSTRUCTION



GREENS CONSTRUCTION



TREE REMOVAL AND STORM REPAIR



EROSION CONTROL IMPLEMENTATION



LAKE AND EARTHWORK EXCAVATIONS



DRAINAGE FROM 2" ADS TO 60" RCP PIPE



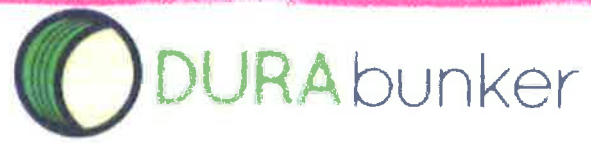
CART PATH REMOVAL AND REPLACEMENT



GRADING/SHAPING AND DETAILED FINISH WORK



GRASSING SERVICE



RECENT ONEGOLF DURABUNKER PROJECTS



TIBURON GOLF CLUB, NAPLES, FL



TENNESSEE NATIONAL GOLF CLUB, LONDON TN



CONWAY FARMS GOLF CLUB, LAKE FOREST IL

COMPLETED PROJECTS



CORAL CREEK CLUB - PLACIDA, FL

SHULAS GOLF CLUB -MIAMI LAKES, FL * 18-HOLE COMPLETE RENOVATION * ARCHITECT: KIPP SCHULTIES * BUDGET \$3M

CHAMPIONS GATE -ORLANDO, FL * NEW 36-HOLE AND LEADBETTER ACADEMY W/IRRIGATION SYSTEM ARCHITECT: GREG NORMAN * BUDGET \$15M

CORAL CREEK CLUB -PLACIDA, FL * NEW 18-HOLE AND PRACTICE FACILITY W/IRRIGATION SYSTEM ARCHITECT: FAZIO DESIGN * BUDGET \$10M

HIGHLAND WALK GOLF COURSE AT VICTORIA BRYANT STATE PARK -ROYSTON, GA * NEW 18-HOLE AND PRACTICE FACILITY W/IRRIGATION SYSTEM * ARCHITECT: DENNIS GRIFFITHS * BUDGET \$7.5M

SHARK'S TOOTH GOLF CLUB -PANAMA CITY BEACH, FL * NEW 18-HOLE AND PRACTICE FACILITY W/IRRIGATION SYSTEM * ARCHITECT: GREG NORMAN * BUDGET \$9M

RITZ CARLTON GOLF CLUB -ORLANDO, FL * NEW 18-HOLE AND PRACTICE FACILITY W/IRRIGATION SYSTEM ARCHITECT: GREG NORMAN * BUDGET: \$9.75M

THE RIVER CLUB -SUWANNEE, GA * NEW 18-HOLE AND PRACTICE FACILITY W/IRRIGATION SYSTEM ARCHITECT: GREG NORMAN * BUDGET: \$8.4M

SAVANNAH QUARTERS COUNTRY CLUB -POOLER, GA * COMPLETE RESHAPING AND RENOVATION OF 18-HOLE AND PRACTICE FACILITY W/IRRIGATION SYSTEM * ARCHITECT: GREG NORMAN * BUDGET \$6.5M

HAMMOCK DUNES- CREEK COURSE -PALM COAST, FL * NEW 18-HOLE AND PRACTICE FACILITY W/IRRIGATION SYSTEM * ARCHITECT: REES JONES * BUDGET: \$9.25M

GOLDEN HILLS -OCALA FL * COMPLETE RENOVATION OF 9-HOLE AND DRIVING RANGE W/IRRIGATION SYSTEM * ARCHITECT: REES JONES * BUDGET \$2M

THE NORMAN COURSE AT THE GOLF CLUB AT LANDSDOWNE -LEESBURG, VA * NEW 27-HOLE AND PRACTICE FACILITY W/IRRIGATION SYSTEM * ARCHITECT: GREG NORMAN * BUDGET \$12M

JUPITER COUNTRY CLUB -JUPITER, FL * NEW 18-HOLE AND PRACTICE FACILITY W/IRRIGATION SYSTEM ARCHITECT: GREG NORMAN * BUDGET \$5.2M

WALDORF ASTORIA GOLF CLUB -ORLANDO, FL * NEW 18-HOLE AND PRACTICE FACILITY * ARCHITECT: REES JONES * BUDGET \$10M

HERITAGE PLANTATION -LAUREL HILL, FL * NEW 18-HOLE AND PRACTICE FACILITY * ARCHITECT: BILL BERGIN * BUDGET \$5.1M

DEER CREEK COURSE - THE LANDINGS CLUB -SAVANNAH, GA * 18-HOLE AND PRACTICE FACILITY RESHAPING AND RENOVATION * ARCHITECT: TOM FAZIO * BUDGET \$4.7M

THE LANDINGS ASSOCIATION -SAVANNAH, GA * REMOVE AND REPLACE COMMUNITY CART PATHS BUDGET \$365K

THE GROVE - FRANKLIN, TN * PHASE ONE OF NEW 18-HOLE AND PRACTICE FACILITY W/IRRIGATION SYSTEM * ARCHITECT: GREG NORMAN SIGNATURE * BUDGET \$12.5M

HAIG POINT - DAUFAUSKIE ISLAND, SC * NEW 18-HOLE AND PRACTICE FACILITY * ARCHITECT: REES JONES * BUDGET \$3M

VALDOSTA STATE UNIVERSITY ATHLETIC FACILITY -VALDOSTA, GA * 1 SYNTHETIC FIELD, 1 NCAA WOMEN'S SOCCER FIELD AND 1 NATURAL GRASS FOOTBALL FIELD W/IRRIGATION SYSTEMS * ARCHITECT: RAKESTRAW & ASSOCIATES * BUDGET \$1.5M

COFFEE COUNTY MIDDLE SCHOOL ATHLETIC COMPLEX -DOUGLAS, GA * 1 FOOTBALL FIELD & RUNNING TRACK, 2 SOFTBALL FIELDS, 2 BASEBALL FIELDS, 1 SOCCER FIELD, 4 MULTI-PURPOSE FIELDS W/IRRIGATION SYSTEMS * ARCHITECT: RAKESTRAW & ASSOCIATES * BUDGET: \$2M



SHARK'S TOOTH GOLF CLUB - PANAMA CITY BEACH, FL

CHARLTON COUNTY HIGH SCHOOL ATHLETIC FIELD -FOLKSTON, GA * MULTI-PURPOSE FIELD AND RUNNING TRACK W/IRRIGATION SYSTEM * ARCHITECT: SOUTHERN A&E LLC * BUDGET \$650K

GORDON LAKES GOLF CLUB, FT. GORDON MILITARY BASE -AUGUSTA, GA * BUNKER RENOVATION BUDGET \$400K

TULSA COUNTRY CLUB -TULSA, OK * 18-HOLE AND PRACTICE FACILITY COMPLETE RENOVATION W/ IRRIGATION SYSTEM * ARCHITECT: REES JONES * BUDGET \$7.5M

THE ADENA CLUB -OCALA, FL * 18-HOLE & PRACTICE FACILITY HDP IRRIGATION SYSTEM, PUMP STATIONS DESIGNER: BOB SCOTT * BUDGET \$2.5M

SKY VALLEY COUNTRY CLUB -SKY VALLEY, GA * 18-HOLE RESHAPING AND COMPLETE RECONSTRUCTION ARCHITECT: BILL BERGIN * BUDGET \$5M

CAT ISLAND GOLF AND BEACH RESORT -CAT ISLAND, BAHAMAS * PHASE ONE OF 18-HOLE AND PRACTICE RANGE AND ROADS * ARCHITECT: REES JONES * BUDGET \$25M

WARRIOR HILLS GOLF COURSE -FT POLK, LA * 18-HOLE GREENS RENOVATION * BUDGET \$350K

PONDEROSA GOLF COURSE -PEACHLAND, CANADA * PHASE ONE COMPLETE OF NEW 18-HOLE AND PRACTICE RANGE FACILITY W/IRRIGATION SYSTEM (4 HOLES, MASS EXCAVATION AND BLASTING COMPLETE) * ARCHITECT: GREG NORMAN SIGNATURE * BUDGET \$15M

TRUMP NATIONAL GOLF CLUB -JUPITER, FL * RECONSTRUCTION OF 2 HOLES, RECLAIM WATER LINE, LIFT STATION W/IRRIGATION SYSTEM * ENGINEER: JONATHAN T RICKETTS * BUDGET \$950K

FOXFIRE GOLF AND COUNTRY CLUB -NAPLES, FL * COMPLETE RENOVATION OF 27-HOLES W/IRRIGATION SYSTEM, 25% REGRASSING, 2 MILES OF LAKE BANK RESTORATION W/RIP RAP * ARCHITECT: HILLS AND FORREST * BUDGET \$2.75M

GEORGIA SOUTHERN GOLF COURSE -STATESBORO, GA * 18-HOLE AND PRACTICE FACILITY COMPLETE RENOVATION * ARCHITECT: BOB WALKER * BUDGET \$3M

THE GROVE -FRANKLIN, TN * PHASE TWO OF NEW 18-HOLE AND PRACTICE FACILITY W/IRRIGATION SYSTEM * ARCHITECT: GREG NORMAN SIGNATURE * BUDGET \$12.5M

COUNTRY CLUB OF MOBILE -MOBILE AL * CREEK RESTORATION PROJECT W/IRRIGATION SYSTEM ARCHITECT: BILL BERGIN * BUDGET \$400K

THE LANDINGS YACHT, GOLF & TENNIS CLUB -FT MYERS, FL * COMPLETE RENOVATION OF 18-HOLE W/ NEW IRRIGATION SYSTEM * ARCHITECT: KIPP SCHULTIES * BUDGET \$1.5M

COUNTRY CLUB OF WINTER HAVEN -WINTER HAVEN, FL * COMPETE REMODEL AND REROUTING OF EXISTING 18 HOLES AND PRACTICE FACILITY W/IRRIGATION SYSTEM * ARCHITECT: BILL BERGIN & REES JONES * BUDGET: \$3M

ROCK CREEK GOLF CLUB -DAPHNE, AL AND CRAFT FARMS -GULF BREEZE, FL * BUNKER RENOVATION AND VARIOUS IMPROVEMENTS * OWNER'S REPRESENTATIVE: JIM DEREUIL * BUDGET \$150K

SANDESTIN RESORT, BURNT PINE COURSE -DESTIN, FL * NEW GREENS AND BUNKER WORK * BUDGET \$250K

HOLLYBROOK GOLF AND TENNIS CLUB -PEMBROKE PINES, FL * COMPLETE RENOVATION OF 18 HOLES AND PRACTICE FACILITY W/IRRIGATION SYSTEM * BUDGET \$1.1M



HAIG POINT- DAUFAUSKIE ISLAND, SC

EMERALD BAY COUNTRY CLUB -DESTIN, FL * NEW GREENS, TEES, BUNKERS, IRRIGATION LOOPS ON 18 HOLES AND RANGE * ARCHITECT: BOB CUPP AND BOBBY CUPP JR * BUDGET \$1.5M

REGATTA BAY GOLF AND YACHT CLUB -DESTIN, FL * NEW SHORT GAME AREA W/IRRIGATION SYSTEM BUDGET \$100K

TENNESSEE NATIONAL -LONDON, TN * DURABUNKER BUNKER RENOVATION PROJECT * ARCHITECT: GREG NORMAN SIGNATURE

EDGEWATER BEACH RESORT CLUB -PANAMA CITY BEACH, FL * IRRIGATION IMPROVEMENTS THROUGHOUT THE CLUB * BUDGET \$100K

THE OAKS CLUB -SARASOTA, FL * COMPLETE RENOVATION AND RESHAPING OF 18 HOLES, NEW HDP IRRIGATION SYSTEM * ARCHITECT: FRY/STRAKA * BUDGET \$4.8M

TIBURON GOLF CLUB AT THE RITZ CARLTON -NAPLES, FL * DURABUNKER RENOVATION PROJECT ARCHITECT: GREG NORMAN

WINDRIVER GOLF CLUB -LENOIR CITY, TN * BUNKER RENOVATION * BUDGET \$275K

WILD DUNES RESORT, LINKS COURSE -ISLE OF PALMS, SC * NEW GREEN COMPLEXES, CART PATHS & BUNKERS * ARCHITECT: TOM FAZIO * BUDGET \$1.5M

THE PLANTATION COURSE - THE LANDINGS -SAVANNAH, GA * REMOVE AND REPLACE BUNKER SAND BUDGET \$250K

RITZ CARLTON GOLF CLUB -ORLANDO, FL * 170,000 SF OF BUNKER RENOVATION * ARCHITECT: GREG NORMAN * BUDGET \$450K

ONEIDA GOLF AND COUNTRY CLUB -GREEN BAY, WISCONSIN * PRACTICE FACILITY RENOVATION AND TEE IMPROVEMENTS * ARCHITECT: HILLS AND FORREST * BUDGET \$425K

THE HOMBRE GOLF CLUB -PANAMA CITY BEACH, FL * REGRASSING IN TROUBLE AREAS

SAVANNAH QUARTERS COUNTRY CLUB -POOLER, GA * NEW NURSERY GREEN W/IRRIGATION SYSTEM ARCHITECT: GREG NORMAN * BUDGET \$30K

MOORESVILLE GOLF CLUB -MOORESVILLE, NC * 18 HOLES AND DRIVING RANGE RESHAPED, REROUTED, COMPLETE RENOVATION * ARCHITECT: KRIS SPENCE * BUDGET \$4.45M

HUNT VALLEY GOLF CLUB -PHOENIX, MD * BUNKER RESHAPING AND RENOVATION W/IRRIGATION SYSTEM ARCHITECT: FRY/STRAKA * BUDGET \$600K

DELAIRE COUNTRY CLUB -DELAIRE, FL * COMPLETE RENOVATION OF 27 HOLES AND PRACTICE FACILITY W/IRRIGATION SYSTEM * ARCHITECT: KIPP SCHULTIES * BUDGET \$3.6M

THE HOMBRE GOLF CLUB -PANAMA CITY BEACH, FL * STRIP AND REPLACE 19 NEW GREENS W/ IRRIGATION SYSTEM * BUDGET \$350K

ROCKY BAYOU GOLF COURSE -NICEVILLE, FL * STRIP AND REPLACE 20 NEW GREENS, TARGET GREENS AND PRACTICE FACILITY * BUDGET \$320K

SHADOWWOOD PRESERVE - THE PRESERVE COURSE -BONITA SPRINGS, FL * HOLE #2 REDESIGN FOR BETTER PLAYABILITY W/IRRIGATION SYSTEM * ARCHITECT: HILLS AND FORREST * BUDGET \$170K

THE CLUB AT NINE BRIDGES -JEJU, SOUTH KOREA * DURABUNKER PROJECT

HAFSLEY AT NINE BRIDGES -SEOUL, SOUTH KOREA * DURABUNKER PROJECT

CONWAY FARMS -LAKE FOREST, IL * DURABUNKER PROJECT



WILD DUNES GOLF COURSE, LINKS COURSE - ISLE OF PALMS, SC

REFERENCES



OWNER'S REPRESENTATIVES

JAMIE DETERT- GAS, ROSEDALE COUNTRY CLUB
(941)468-3659 OR JAMIEDETERT@GMAIL.COM

RON SHARPS- GCS, REUNION RESORT & GOLF CLUB
(352)209-1480 OR RSHARPS@REUNIONRESORT.COM

MATT HAUGAN- GCS, THE GOLDEN BEAR AT KEENER POINTE
(386)517-3543 OR MHAUGAN@THEGOLDENBEARCLUB.COM

GREG HAFELY- DIRECTOR OF GOLF MAINTENANCE, SANDESTIN GOLF AND BEACH RESORT
(850)267-8283 OR GREGHAFELY@SANDESTIN.COM

PAT O'BRIEN- GCS, THE HOMBRE
(303)249- 8831 OR PAT@HOMBREGOLF.COM

ROBERT WALLER, CGMS MARRIOTT, SENIOR DIRECTOR, GOLF GROUNDS, GLOBAL GOLF DIVISION
(407)493-1511 OR ROBERT.WALLER@MARRIOTT.COM

VENDORS

JEFF CORNELSON - CONSULTING AND SALES, AGROMAX
(251)213-6899 OR JEFF@AGROMAXUSA.COM

WES MITCHELL- CONSULTING AND SALES, GOLF AGRONOMICS
(239)225-8214 OR GASHWM@AOL.COM

BH FRASER - DIRECTOR OF SALES, QUALITY TURF
(813)781-7168 OR BFRASER@QGSDEVELOPMENT.COM

AL KENT- PIKE CREEK TURF
(229) 896-7581 OR AKENT@PIKECREEKTURF.COM

KEVIN SCOTT - NATIONAL SPORTS FIELD SPECIALIST, EWING CORPORATION
(407)462-8095 OR KSCOTT@EWINGIRRIGATION.COM

CITY OF FERNANDINA BEACH, FLORIDA

ADDENDUM NO. 1

For

**ITB 2020-06 FERNANDINA BEACH GOLF CLUB DRIVING RANGE PRACTICE FACILITY
RENOVATION**

City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034

ADDENDUM No. 1

The following changes are applicable to the original ITB documents and specifications of **ITB 2020-06**. This Addendum No.1 now becomes part of the original Invitation to Bid and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting bids. Failure to do so may disqualify the bid.

Bidders shall thoroughly familiarize themselves with the contents of this Addendum before submitting bids.

NAME: CHUCK BAKER TITLE: PRESIDENT

ADDRESS: 3035 SE Maricamp Rd #200

CITY: Ocala STATE: FL

AUTHORIZED SIGNATURE:  DATE: 5/29/20

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 1
For
ITB 2020-06 FERNANDINA BEACH GOLF CLUB DRIVING RANGE PRACTICE FACILITY
RENOVATION

1. Are there drawings or technical specifications available for this project? There are no plans

CITY OF FERNANDINA BEACH, FLORIDA

ADDENDUM NO. 2

For

ITB 2020-06 FERNANDINA BEACH GOLF CLUB DRIVING RANGE PRACTICE FACILITY
RENOVATION

City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034

ADDENDUM No. 2

The following changes are applicable to the original ITB documents and specifications of **ITB 2020-06**. This Addendum No.2 now becomes part of the original Invitation to Bid and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting bids. Failure to do so may disqualify the bid.

Bidders shall thoroughly familiarize themselves with the contents of this Addendum before submitting bids.

NAME: CHUCK BAKER TITLE: PRESIDENT

ADDRESS: 30315 SE Maricamp Rd #200

CITY: Ocala STATE: FL

AUTHORIZED SIGNATURE:  DATE: 5/29/20

CITY OF FERNANDINA BEACH, FLORIDA

ADDENDUM NO. 2

For

**ITB 2020-06 FERNANDINA BEACH GOLF CLUB DRIVING RANGE PRACTICE FACILITY
RENOVATION**

1. Is there a requirement that this bid be awarded to a State Certified General Contractor? No
2. Is the award process accessible to Contractors that can supply the scopes of the project? Yes

CITY OF FERNANDINA BEACH, FLORIDA

ADDENDUM NO. 3

For

**ITB 2020-06 FERNANDINA BEACH GOLF CLUB DRIVING RANGE PRACTICE FACILITY
RENOVATION**

City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034

ADDENDUM No. 3

The following changes are applicable to the original ITB documents and specifications of **ITB 2020-06**. This Addendum No.3 now becomes part of the original Invitation to Bid and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting bids. Failure to do so may disqualify the bid.

Bidders shall thoroughly familiarize themselves with the contents of this Addendum before submitting bids.

NAME: CHUCK BAKER TITLE: PRESIDENT

ADDRESS: 3035 SE Maricamp Rd #200

CITY: Ocala STATE: FL

AUTHORIZED SIGNATURE:  DATE: 5/29/20

CITY OF FERNANDINA BEACH, FLORIDA

ADDENDUM NO. 3

For

**ITB 2020-06 FERNANDINA BEACH GOLF CLUB DRIVING RANGE PRACTICE FACILITY
RENOVATION**

1. In scope of work document, it is estimated that 25,000 sq ft of 419 bermuda sod will be required at range tee. And it is understood that this is a design/build project. If square feet of a project area exceed the scope of work/specifications estimate, will contractor be able to apply for change order to cover additional work in order to complete area? Yes, a change order will be requested

CITY OF FERNANDINA BEACH, FLORIDA

ADDENDUM NO. 4

For

ITB 2020-06 FERNANDINA BEACH GOLF CLUB DRIVING RANGE PRACTICE FACILITY
RENOVATION

City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034

ADDENDUM No. 4

The following changes are applicable to the original ITB documents and specifications of **ITB 2020-06**. This Addendum No.4 now becomes part of the original Invitation to Bid and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting bids. Failure to do so may disqualify the bid.

Bidders shall thoroughly familiarize themselves with the contents of this Addendum before submitting bids.

NAME: CHUCK BAKER TITLE: PRESIDENT

ADDRESS: 3035 SE Maricamp Rd #200

CITY: Ocala STATE: FL

AUTHORIZED SIGNATURE:  DATE: 5/29/20

CITY OF FERNANDINA BEACH, FLORIDA

ADDENDUM NO. 4

For

**ITB 2020-06 FERNANDINA BEACH GOLF CLUB DRIVING RANGE PRACTICE FACILITY
RENOVATION**

1. Are there further design sketches for the PPG, range tee, #3 and #5 greens? No
2. Bidding will be based on the requirements listed in the bid. If there are changes that would affect the cost, there will be a change order.
3. The anticipated start date will be mid to late July.

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
ITB 2020-06 FERNANDINA BEACH GOLF CLUB DRIVING RANGE PRACTICE
FACILITY RENOVATION**

EXHIBITS

EXHIBIT "A"	Contact Sheet/Bid Form
EXHIBIT "B"	Public Entity Crimes
EXHIBIT "C"	Drug-Free Workplace Certification
EXHIBIT "D"	E-Verify Statement
EXHIBIT "E"	Proposer Acknowledgments and Agreements
EXHIBIT "F"	Conflict of Interest
EXHIBIT "G"	Non-Collusion Affidavit
EXHIBIT "H"	Dispute Disclosure

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
ITB 2020-06 FERNANDINA BEACH GOLF CLUB DRIVING RANGE PRACTICE
FACILITY RENOVATION

EXHIBIT "A"

CONTACT SHEET/BID FORM

ITB 2020-06 Fernandina Beach Golf Club Driving Range Facility Renovation \$ 147,750.00

Name: Turf Solutions Group

Federal Taxpayer ID: 81-0681241

Mailing Address: 3523 W Willow Knolls DR

City, State, & Zip Code: PEORIA, IL 61614

Telephone: 309-691-4700 Fax: 309-691-4701

Email: byoung@turfsolutionsgroup.com Submitted By: BEN YOUNT

Title: SALES MANAGER

FIRM Accepts Credit Cards*: Yes ☒ No

Accounting Contact:

Name: Angel Haller Title: Accounting

Email Address: AHALLER@turfsolutionsgroup.com Phone: 309-691-4700

*See preferred method of payment under "Prompt Payment Act" section of the General Conditions

THIS FORM MUST BE INCLUDED WITH PROPOSAL

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
ITB 2020-06 FERNANDINA BEACH GOLF CLUB DRIVING RANGE PRACTICE
FACILITY RENOVATION**

EXHIBIT "B"

**SWORN STATEMENT UNDER F.S. SECTION 287.133(3) (A), ON
PUBLIC ENTITY CRIMES**

**THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER
OFFICER AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted with Bid, Proposal or Contract for ITB#2020-06.
2. This sworn statement is submitted by (entity) Turf Solutions Group whose business address is 3523 W Willow Knolls and (if applicable) Federal Employer Identification Number (FEIN) is 81-0681241 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)
3. My name is Ben Yount and my relationship to the entity named above is Sales Manager.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(a) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a) (b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The City of Fernandina Beach, Florida ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
ITB 2020-06 FERNANDINA BEACH GOLF CLUB DRIVING RANGE PRACTICE
FACILITY RENOVATION

natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

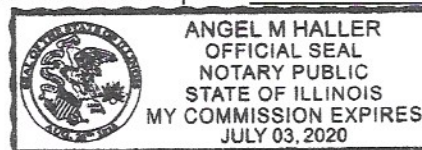
- ☒ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- ☐ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (Please attach a copy of the final order.)
- ☐ The person or affiliate was placed on the convicted FIRM list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted FIRM list. (Please attach a copy of the final order.)
- ☐ The person or affiliate has not been placed on the convicted FIRM list. (Please describe any action taken by, or pending with, the Department of General Services.)

STATE OF Illinois
COUNTY OF Peoria

[Signature] 5-27-20
Signature Date:

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Ben Yount who, after first being sworn by me, affixed their signature at the space provided above on this 27 day of May, 2020, and is personally known to me, or has provided _____ as identification.

[Signature]
Notary Public
My Commission expires: 7-3-20



THIS FORM MUST BE INCLUDED WITH PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
ITB 2020-06 FERNANDINA BEACH GOLF CLUB DRIVING RANGE PRACTICE
FACILITY RENOVATION

EXHIBIT "C"

DRUG-FREE WORKPLACE CERTIFICATION

The below-signed INDIVIDUAL/FIRM certifies that it has implemented a drug-free workplace program. In order to have a drug-free workplace prepare, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or services a copy of the statement specified in paragraph 1.
4. In the statement in paragraph 1., notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.
5. Impose a sanction on or require fine satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I Certify that this firm complies fully with the above drug-free workplace requirements.

COMPANY: Turf Solutions Group

CITY: Peoria STATE: IL ZIP CODE: 61614

TELEPHONE NUMBER(S): 309-691-4700

SIGNATURE: 

NAME (TYPED OR PRINTED): Ben A. Youn TITLE: Sales Manager

THIS FORM MUST BE INCLUDED WITH PROPOSAL

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
ITB 2020-06 FERNANDINA BEACH GOLF CLUB DRIVING RANGE PRACTICE
FACILITY RENOVATION**

EXHIBIT "D"

CITY OF FERNANDINA BEACH, FLORIDA



E-VERIFY STATEMENT

Bid/Proposal Number: ITB# 2020-06

Project Description: Golf Club Driving Range/Practice facility Renovation

I/FIRM acknowledges and agrees to the following:

I/FIRM shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. All persons employed by the FIRM during the term of the Contract to perform employment duties within Florida; and
2. All persons assigned by the FIRM to perform work pursuant to the contract with the Department.

Individual/Company/Firm: Turf Solutions Group

Authorized Signature: 

Title: Sales Manager

Date: 5-27-20

THIS FORM MUST BE INCLUDED WITH PROPOSAL

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
ITB 2020-06 FERNANDINA BEACH GOLF CLUB DRIVING RANGE PRACTICE
FACILITY RENOVATION**

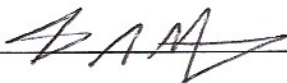
EXHIBIT "E"

PROPOSER ACKNOWLEDGEMENTS AND AGREEMENTS

The undersigned, as an employee or agent of the Proposer, having the authority to sign a binding agreement on behalf of the corporation, company, or firm presenting this submittal, confirms understanding and/or agreement and/or takes exception with any statement in the following sections of this ITB/RFP document.

1. INTRODUCTION AND GENERAL INFORMATION
Understands and agrees to all terms.
2. PROPOSAL INSTRUCTIONS, TERMS AND CONDITIONS
Understands and agrees to all terms.
3. EVALUATION AND CONTRACT OVERVIEW
Understands and agrees to all terms.
4. PROPOSER'S RESPONSE: SUBMITTAL INFORMATION
Understands and agrees to all terms.
5. PROPOSER'S RESPONSE: PROPOSED TEAM
Understands and agrees to all terms.
6. PROPOSER'S RESPONSE: PROPOSED COMPENSATION
Understands and agrees to all terms.

Name: Ben Yount Title: Sales Manager

Signature:  Date: 5-27-20

THIS FORM MUST BE INCLUDED WITH PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
ITB 2020-06 FERNANDINA BEACH GOLF CLUB DRIVING RANGE PRACTICE
FACILITY RENOVATION

EXHIBIT "F"

CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with Bid, Proposal or Contract for ITB#2020-06.

This sworn statement is submitted by (entity) Turf Solutions Group whose business address is 3523 W Willow Knolls Dr Peoria, IL and (if applicable) Federal Employer Identification Number (FEIN) is 81-0681241 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Ben Youn and my relationship to the entity named above is Sales Manager.

1. The above named entity is submitting a Proposal for the City of Fernandina Beach.
2. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon their own knowledge.
3. The Affiant states that only one submittal for the above proposal is being submitted and that the above named entity has no financial interest in other entities submitting proposals for the same project.
4. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above proposal. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.
5. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.
6. Neither the entity nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
7. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City of Fernandina Beach.
8. I certify that no member of the entity's ownership or management, or staff has a vested interest in any aspect of the City of Fernandina Beach.
9. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify the City of Fernandina Beach.

STATE OF Illinois
COUNTY OF Peoria

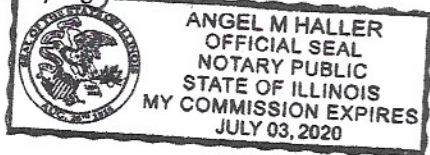
[Signature] 5-27-20
Signature Date:

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
ITB 2020-06 FERNANDINA BEACH GOLF CLUB DRIVING RANGE PRACTICE
FACILITY RENOVATION

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed their signature at the space provided above on this 27 day of May, 2020, and is personally known to me, or has provided _____ as identification.

Angel M Haller
Notary Signature

My Commission expires: 7-3-20



THIS FORM MUST BE INCLUDED WITH PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
ITB 2020-06 FERNANDINA BEACH GOLF CLUB DRIVING RANGE PRACTICE
FACILITY RENOVATION

EXHIBIT "G"

NON-COLLUSION AFFIDAVIT

This sworn statement is submitted with Bid, Proposal or Contract for ITB #2020-06.

This sworn statement is submitted by (entity) Turf Solutions Group whose business address is 3523 Willow Knolls Dr Peoria, IL and (if applicable) Federal Employer Identification Number (FEIN) is 81-0681341 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Ben Yeung and my relationship to the entity named above is Sales Manager.

1. The above named is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
2. Such Proposal is genuine and is not a collusive or sham proposal;
3. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Proposal in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached proposal or any other Bidder, or to fix any overhead, profit or cost element of the proposal price or the proposal price of any other Bidder, or to secure through any collusion, connivance, or unlawful agreement any advantage against the City of Fernandina Beach, Florida or any person interested in the proposed Contract; and
4. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

STATE OF Illinois

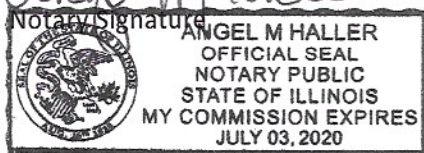
COUNTY OF Peoria

Signature

Date:

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed their signature at the space provided above on this 27 day of May, 2020 and is personally known to me, or has provided _____ as identification.

My Commission expires: 7-3-20



THIS FORM MUST BE INCLUDED WITH PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
ITB 2020-06 FERNANDINA BEACH GOLF CLUB DRIVING RANGE PRACTICE
FACILITY RENOVATION

EXHIBIT "H"

DISPUTES DISCLOSURE FORM

Answer the following questions by placing an "X" after "YES" or "NO". If you answer "YES", please explain in the space provided, or via attachment.

Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional association within the last five (5) years?

YES ___ NO X

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES ___ NO X

Has your firm had against it or filed any request for equitable adjustment, contract claims, bid protest, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES ___ NO X

If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this proposal for the City of Fernandina Beach.

Turf Solutions Group

Firm

5-27-20

Date

[Signature]

Authorized Signature

Ben A. Yount

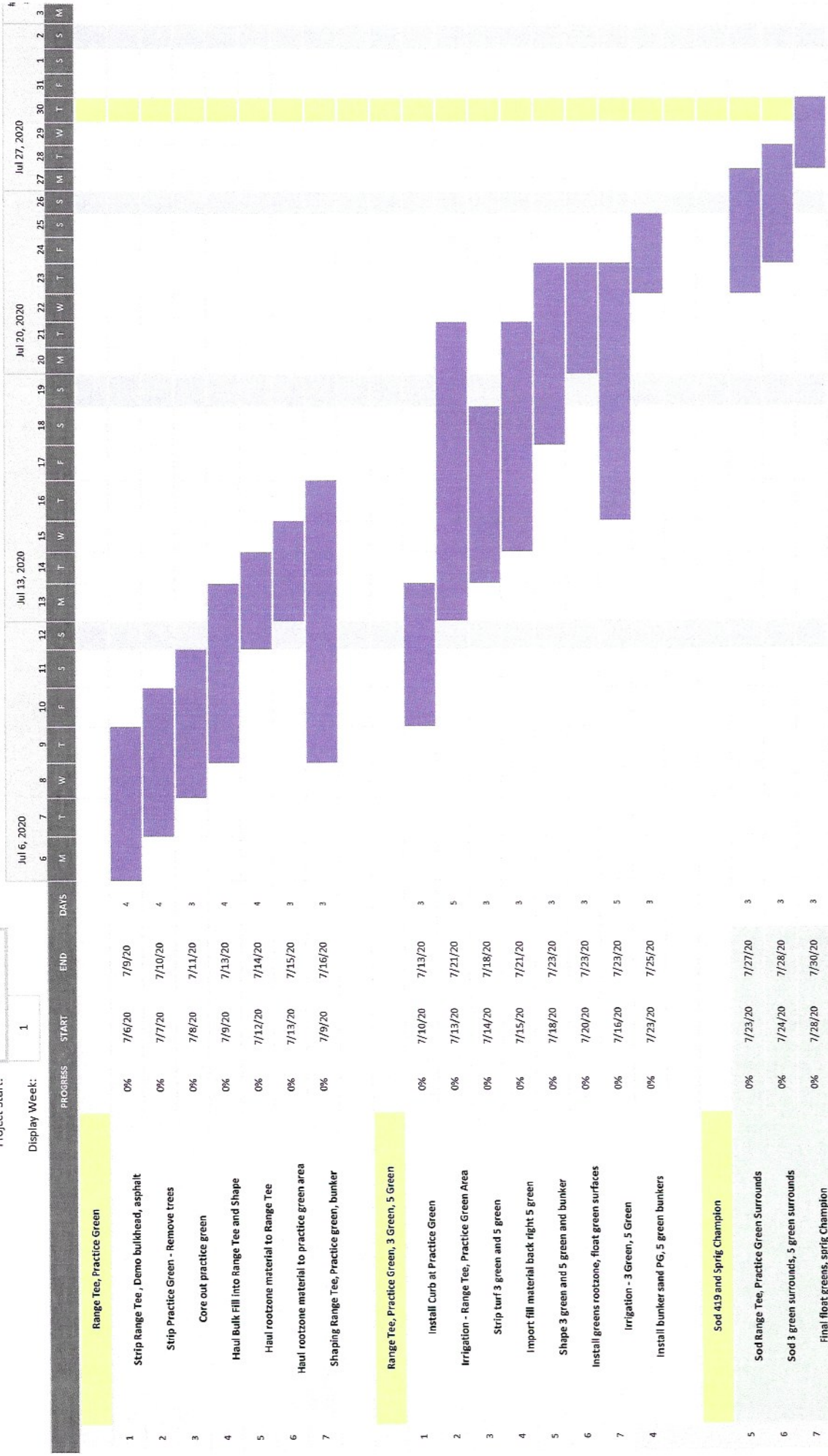
Printed or Typed Name and Title

THIS FORM MUST BE INCLUDED WITH PROPOSAL

Fernandina Beach Golf Club - Renovation project schedule

Project Start: Mon, 7/6/2020

Display Week: 1



Qualifier Certification Information

CDPR2307 - Qualifier Certification Information

CERT NBR: 20237 QUALIFIER: 15054 PETERSON, VALERIE
CLASS CODE: 9545 LAWN SPRINKLER/IRRIGATION CONTRACTOR
STATE NBR: COUNTY COMP CARD20237
STATE EXP LIAB EXP WC EXP ORIG ISSD RENEWAL EXPIRES
12/17/2020 1/20/2020 2/11/2014
DBA: PIPE MASTERS INC WC EXEMPT: N OL EXEMPT: N
ADDRESS 767 FIDDLEWOOD RD
5145 E. 1ST SQ SW
CITY: VERO BEACH FL 32968
PHONE: 772-473-4565 FAX:

NOTE: This competency card, issued by the Indian River County/City of Vero Beach Building Department, authorizes work for the class code stated, for the unincorporated areas of Indian River County and the City of Vero Beach only. It does not authorize work for the City of Sebastian, Indian River Shores, Town of Orchid, or the City of Fellsmere.

It is the contractor's responsibility to maintain this card in a current status by providing Certificates of Insurance, current address and telephone number information, and renewing this card annually as required.

Indian River County Contractor Licensing

1801 27th Street, Vero Beach, FL 32960
(772) 567-8000 Ext. 1800

LAWN SPRINKLER/IRRIGATION CONTRACTOR

Cert Nbr:20237 Exp:7/31/2021 Status:ACTIVE

State Nbr: Exp:

PIPE MASTERS INC

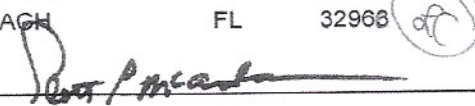
PETERSON, VALERIE

767 FIDDLEWOOD RD 5145 E. 1ST SQ SW

VERO BEACH

FL

32968

Signed: 

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 1
For
ITB 2020-06 FERNANDINA BEACH GOLF CLUB DRIVING RANGE PRACTICE FACILITY
RENOVATION

City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034

ADDENDUM No. 1

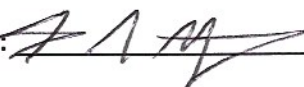
The following changes are applicable to the original ITB documents and specifications of **ITB 2020-06**. This Addendum No.1 now becomes part of the original Invitation to Bid and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting bids. Failure to do so may disqualify the bid.

Bidders shall thoroughly familiarize themselves with the contents of this Addendum before submitting bids.

NAME: Bruce Yount TITLE: Sales Manager

ADDRESS: 3523 W Willow Knolls Dr.

CITY: Peoria STATE: IL

AUTHORIZED SIGNATURE:  DATE: 5-27-20

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 1
For
ITB 2020-06 FERNANDINA BEACH GOLF CLUB DRIVING RANGE PRACTICE FACILITY
RENOVATION

1. Are there drawings or technical specifications available for this project? **There are no plans**

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 2
For
ITB 2020-06 FERNANDINA BEACH GOLF CLUB DRIVING RANGE PRACTICE FACILITY
RENOVATION

City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034

ADDENDUM No. 2

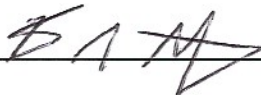
The following changes are applicable to the original ITB documents and specifications of **ITB 2020-06**. This Addendum No.2 now becomes part of the original Invitation to Bid and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting bids. Failure to do so may disqualify the bid.

Bidders shall thoroughly familiarize themselves with the contents of this Addendum before submitting bids.

NAME: Ben Yount TITLE: Sales Manager

ADDRESS: 3523 W Willow Knolls Dr.

CITY: Pearis STATE: FL

AUTHORIZED SIGNATURE:  DATE: 5-27-20

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 2
For
ITB 2020-06 FERNANDINA BEACH GOLF CLUB DRIVING RANGE PRACTICE FACILITY
RENOVATION

1. Is there a requirement that this bid be awarded to a State Certified General Contractor? **No**
2. Is the award process accessible to Contractors that can supply the scopes of the project? **Yes**

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 3
For
ITB 2020-06 FERNANDINA BEACH GOLF CLUB DRIVING RANGE PRACTICE FACILITY
RENOVATION

City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034

ADDENDUM No. 3

The following changes are applicable to the original ITB documents and specifications of **ITB 2020-06**. This Addendum No.3 now becomes part of the original Invitation to Bid and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting bids. Failure to do so may disqualify the bid.

Bidders shall thoroughly familiarize themselves with the contents of this Addendum before submitting bids.

NAME: Ben Youst TITLE: Sales Manager

ADDRESS: 3523 W Willow Knolls DR.

CITY: Peoria STATE: IL

AUTHORIZED SIGNATURE:  DATE: 5-27-20

**CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 3**

For

**ITB 2020-06 FERNANDINA BEACH GOLF CLUB DRIVING RANGE PRACTICE FACILITY
RENOVATION**

1. In scope of work document, it is estimated that 25,000 sq ft of 419 bermuda sod will be required at range tee. And it is understood that this is a design/build project. If square feet of a project area exceed the scope of work/specifications estimate, will contractor be able to apply for change order to cover additional work in order to complete area? **Yes, a change order will be requested**

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 4
For
ITB 2020-06 FERNANDINA BEACH GOLF CLUB DRIVING RANGE PRACTICE FACILITY
RENOVATION

City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034

ADDENDUM No. 4

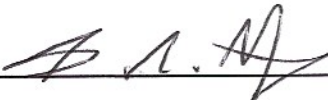
The following changes are applicable to the original ITB documents and specifications of **ITB 2020-06**. This Addendum No.4 now becomes part of the original Invitation to Bid and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting bids. Failure to do so may disqualify the bid.

Bidders shall thoroughly familiarize themselves with the contents of this Addendum before submitting bids.

NAME: Bert Yount TITLE: Sales Manager

ADDRESS: 3523 W Willow Knolls DR.

CITY: Peoria STATE: IL

AUTHORIZED SIGNATURE:  DATE: 5-27-20

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 4
For
ITB 2020-06 FERNANDINA BEACH GOLF CLUB DRIVING RANGE PRACTICE FACILITY
RENOVATION

1. Are there further design sketches for the PPG, range tee, #3 and #5 greens? **No**
2. Bidding will be based on the requirements listed in the bid. If there are changes that would affect the cost, there will be a change order.
3. The anticipated start date will be mid to late July.

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Turf Solutions Group, LLC
3523 N Willow Knolls
Peoria, IL 61614

SURETY:

(Name, legal status and principal place of business)

The Ohio Casualty Insurance Company
175 Berkeley Street - Boston, MA 02116

OWNER:

(Name, legal status and address)

City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034

This document has important legal consequences. Consultation with and attorney is encouraged with respect to its completion or modification.

Any Singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: \$ 7,500.00

PROJECT:

(Name, location or address, and Project number, if any)

ITB# 2020-06 Fernandina Beach Golf Club Driving Range Practice Facility Renovation

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution hereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effects. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond Shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this **29th** day of **May** **2020**

(Witness)


Helen Nadirsha

(Witness)

Turf Solutions Group, LLC

(Principal)

(Title)

The Ohio Casualty Insurance Company

(Surety)

(Title)


Ted Sherman/Attorney-in-Fact

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8201813-971483**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Karen Genoff; Craig Sherman; Ted Sherman

all of the city of Chicago state of IL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 8th day of August, 2019.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By:

David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 8th day of August, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 29th day of MAY, 2020



By:

Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

Fernandina Beach Golf Club - Renovation project schedule

Project Start:

Mon, 7/6/2020

Display Week:

1

Display Week:					1	Jul 6, 2020								Jul 13, 2020								Jul 20, 2020								Jul 27, 2020								#								
PROGRESS					START	END	DAYS	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	1	2	3										
								M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M										
Range Tee, Practice Green																																														
1	Strip Range Tee , Demo bulkhead, asphalt				0%	7/6/20	7/9/20	4																																						
2	Strip Practice Green - Remove trees				0%	7/7/20	7/10/20	4																																						
3	Core out practice green				0%	7/8/20	7/11/20	3																																						
4	Haul Bulk Fill into Range Tee and Shape				0%	7/9/20	7/13/20	4																																						
5	Haul rootzone material to Range Tee				0%	7/12/20	7/14/20	4																																						
6	Haul rootzone material to practice green area				0%	7/13/20	7/15/20	3																																						
7	Shaping Range Tee, Practice green, bunker				0%	7/9/20	7/16/20	3																																						
Range Tee, Practice Green, 3 Green, 5 Green																																														
1	Install Curb at Practice Green				0%	7/10/20	7/13/20	3																																						
2	Irrigation - Range Tee, Practice Green Area				0%	7/13/20	7/21/20	5																																						
3	Strip turf 3 green and 5 green				0%	7/14/20	7/18/20	3																																						
4	Import fill material back right 5 green				0%	7/15/20	7/21/20	3																																						
5	Shape 3 green and 5 green and bunker				0%	7/18/20	7/23/20	3																																						
6	Install greens rootzone, float green surfaces				0%	7/20/20	7/23/20	3																																						
7	Irrigation - 3 Green, 5 Green				0%	7/16/20	7/23/20	5																																						
4	Install bunker sand PG, 5 green bunkers				0%	7/23/20	7/25/20	3																																						
Sod 419 and Sprig Champion																																														
5	Sod Range Tee, Practice Green Surrounds				0%	7/23/20	7/27/20	3																																						
6	Sod 3 green surrounds, 5 green surrounds				0%	7/24/20	7/28/20	3																																						
7	Final float greens, sprig Champion				0%	7/28/20	7/30/20	3																																						



Turf Solutions group

PROPOSAL FOR:

**CITY OF FERNANDINA BEACH, FLORIDA
PROJECT #2020-06**

**FERNANDINA BEACH GOLF CLUB DRIVING RANGE PRACTICE FACILITY
RENOVATION**

**City of Fernandina Beach
Attn: City Clerk's Office
204 Ash Street
Fernandina Beach, FL 32034**

5-27-20

Golf Development



Athletic Fields



Design & Planning



Synthetic Turf



DESCRIPTION OF PROPOSED GOLF IMPROVEMENT PROJECT

This proposal is for Turf Solutions Group LLC (TSG) to provide the described scope of work as it pertains to the improvements of the driving range, North Course greens (Holes No. 3 and No. 5), and the practice putting area.

TURF SOLUTIONS GROUP SCOPE OF WORK

Driving Range

- Strip and dispose of (on-site) existing sod
- Remove existing bulkhead at tee area and shape entire surface to one level
- Sod with Certified 419 turf, total area estimated 25,000 sq. ft.
- Laser grade with .5% fall, total area estimated 18,000 sq. ft.
- Install new irrigation heads (ten)

North Course Greens

- Strip and dispose of (on-site) existing sod
- Reshape green at Hole No. 3 (in accordance with prepared design)
- Expand and shape green at Hole No. 5 (in accordance with prepared design)
- Sod collars and disturbed areas with certified 419 turf
- Install additional irrigation loop at Hole No. 5
- Reshape bunker at Hole No. 5 (in accordance with prepared design)
- Final float surfaces

Practice Putting Green Area

- Preparation of putting green and surrounding area (removal of turf and existing irrigation, as needed)
- Core 8" depth remove organics of new putting green area (dispose of on-site)
- Shape sub-grade of area, including practice sand bunker, (in accordance with prepared design)
- Install new irrigation loop (ten heads)
- Provide and install 4" of USGA-grade sand to be mixed into native soil from on-site as rootzone material of the new putting green.
- Provide and install 6" of bunker sand
- Till, compact, and final float entire area of putting green (estimated 7,000 sq. ft.)
- Provide and install Certified 419 (estimated 5,500 sq. ft.)
- Estimated 100 linear feet of new curb to redirect water from path around the practice putting green
- Plant 40 Bushels per 1000 sq. ft. of ultra-dwarf sprigs, variety to be determined Owner

Key Personnel

Onsite:

Turf Solutions Group – Pensacola, FL

Don Zanzie – CGCS

Project Director

<https://www.linkedin.com/in/donzanzie/>

Scott Pierce – Scott is one of the founding partners of TSG. Scott is VP, Director of Construction Operations and has more than 29 years of experience in the construction of recreational facilities with a specialty in golf facility construction. Scott coordinates all phases of construction for TSG. Scott has been the project manager of more than 50 projects during his career ranging from private estate projects to championship level golf courses. He has completed projects in the United States, Europe, Mexico, and Costa Rica.

Bill Phillips – Bill is one of the founding partners of TSG. Bill is a landscape architect and land planner and directs all design activity performed by the company. He has spent more than 30 years designing recreational facilities for municipal governments, park districts and private clients in the United States, South America, and Asia. Bill has spent the past 25+ years designing many championship golf courses throughout the United States, Central America, and Asia. Bill and the TSG design and planning staff have worked with many of the top names in the golf industry.

CLIENT'S RESPONSIBILITIES

Client will provide reasonable access to work area during daylight for the entire construction process.

Client will provide all engineering data, survey points and staking as required by City.

Client will be responsible to have local utility providers mark any existing or newly constructed underground utilities clearly in and around the construction area.

Client will provide adequate staging space for all equipment and materials.

Client to provide water supply on site for each bunker area.

TSG'S ASSUMPTIONS

TSG assumes that there are no set union / prevailing wages for this project.

TSG will arrange with the Project Manager a sequence of procedure, means of access, space for storage of materials and equipment, and use of approaches, driveway, etc.

TSG will supply waste containers as necessary for construction debris.

PROJECT EXCLUSIONS

Export of spoils, organic material such as site rock
Import of soil or fill material needed for grading
Temporary Safety Enclosures, Traffic or Pedestrian Control
Erosion Control, SWPPP Plan and / or Grading Permits
All electrical work
Architectural or Engineering fees or Survey costs
Infrastructure Costs related to the project
Water service meter, re-installation, or re-routing
Transportation or setting of items furnished by others
Parking Lot, parking islands or Auxiliary Buildings
All taxes are excluded

WORK COMPLETED BY TSG BEYOND DESCRIBED SCOPE

Client may, from time to time, request changes in the scope of the services of TSG to be performed under this agreement. Such changes, including any increase or decrease in the amount of TSG compensation, shall be incorporated into a signed Change Order that will become a part of this Agreement. TSG will obtain a signed Change Order prior to starting any work that could be considered beyond the described scope.

PROJECT START AND COMPLETION DATES

Project is scheduled to begin: **Within thirty (30) calendar days of notice to proceed.**

Project is scheduled to be completed: **Within one hundred twenty (120) calendar days of startup.**

PROJECT PRICE

**Total Proposal: One Hundred Forty-Seven Thousand Seven Hundred Fifty and 00/100
\$147,750.00**

Payment Schedule to be submitted in the form of Schedule of Values.

**Payment made to: Turf Solutions Group LLC
3523 W Willow Knolls Rd
Peoria, Illinois 61614**

PRICING AND INFORMATION DISCLAIMER

This proposal and all pricing herein are intended only for the Client identified in this document. Pricing is good for ninety (90) days for the issuance of the proposal to Client.

WARRANTY AND WORKMANSHIP GUARANTEE

TSG also provides Client with a 1-year workmanship and material guarantee against problems with defects and installation. Plant warranty void due to unforeseen acts of God such as: tornado, hurricane, hail, or flooding.

ACCEPTANCE

By signing this document, I agree to all the terms listed herein. Upon completion of project any unpaid balance due on account is subject to a 12% annual late charge or service charge. In the event TSG institutes legal proceedings to collect any remaining balance on project, or company needs to retain counsel, collection agency or undergo any other expense to collect balance due, the undersigned agrees to pay for attorney fees, court costs, collection fees, filing fees, etc.

By: City of Fernandina Beach, FL

Date

By: Turf Solutions Group, LLC

Date

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
ITB 2020-06 FERNANDINA BEACH GOLF CLUB DRIVING RANGE PRACTICE
FACILITY RENOVATION**

EXHIBIT "A"

CONTACT SHEET/BID FORM

ITB 2020-06 Fernandina Beach Golf Club Driving Range Facility Renovation \$ 116,236.38

Name: XGD Systems, LLC dba TDI Golf

Federal Taxpayer ID: 20-1254730

Mailing Address: 415 NW Flagler Avenue, Unit 302

City, State, & Zip Code: Stuart, Florida 34994

Telephone: 772 286-3419 Fax: 772 286-2855

Email: admin@xgd.systems Submitted By: Michael Kalman

Title: COO

FIRM Accepts Credit Cards*: Yes No ☒ X

Accounting Contact:

Name: Kim Corlett Title: Accounts Payable

Email Address: kcorlett@xgd.systems Phone: 772 286-3419

*See preferred method of payment under "Prompt Payment Act" section of the General Conditions

THIS FORM MUST BE INCLUDED WITH PROPOSAL

FERNANDINA BEACH GC - SCHEDULE OF ITEMS

XGD Systems LLC, dba TDI Golf

May-27-20

Item	Qty	Unit	Unit \$	Total
MOBILIZATION	1	ls	\$10,079.00	\$10,079.00

DR TEE				
Strip existing turf, dispose on site	25,000	sf	\$0.18	\$4,500.00
Remove existing bulkhead, dispose off-site	1	ls	\$3,417.19	\$3,417.19
Shape/grade DR Tee	25,000	sf	\$0.17	\$4,250.00
Laser grade tee surface	18,000	sf	\$0.20	\$3,600.00
Finish/prep surrounds	7,000	sf	\$0.13	\$910.00
Irrigation	10	heads	\$1,187.50	\$11,875.00
Sod tee deck	18,000	sf	\$0.56	\$10,080.00
Sod tee surrounds	7,000	sf	\$0.54	\$3,780.00

NORTH COURSE: #3 GREEN				
Strip existing turf, dispose on site	6,000	sf	\$0.18	\$1,080.00
Shape green	1	ls	\$5,125.79	\$5,125.79
Irrigation (Level existing heads)	8	ea	\$39.43	\$315.44
Finish/prep green surface	4,000	sf	\$0.73	\$2,920.00
Finish/prep green surrounds	2,000	sf	\$0.13	\$260.00
Sod green collar & surrounds	2,000	sf	\$0.54	\$1,080.00

NORTH COURSE: #5 GREEN				
Strip existing turf, dispose on site	2,265	sf	\$0.18	\$407.70
Load, haul, & place fill (from on site)	89	cy	\$22.64	\$2,014.96
Shape green expansion	1,200	sf	\$1.57	\$1,884.00
Irrigation (for expansion only)	4	heads	\$1,125.00	\$4,500.00
Re-shape bunker	600	sf	\$1.84	\$1,104.00
Finish/prep green expansion	1,200	sf	\$0.74	\$888.00
Finish/prep green surrounds	1,700	sf	\$0.13	\$221.00
Install bunker sand (native sand)	600	sf	\$0.85	\$510.00
Sod green collar & surrounds	1,700	sf	\$0.54	\$918.00

PUTTING GREEN				
Strip existing turf, dispose on site	12,500	sf	\$0.18	\$2,250.00
Tree removal, dispose on site	1	ls	\$876.20	\$876.20
Asphalt path removal & fill in	3,150	sf	\$0.87	\$2,740.50
Core out PG expansion	2,000	sf	\$0.74	\$1,480.00
Mix USGA sand with native 50/50	70	ton	\$49.11	\$3,437.70
Install PG mix	70	ton	\$30.07	\$2,104.90
Shape/grade green surrounds	5,500	sf	\$0.73	\$4,015.00
Shape/grade bunker	800	sf	\$1.84	\$1,472.00
Install bunker sand (native sand)	800	sf	\$0.89	\$712.00
Irrigation (10 heads)	10	heads	\$1,187.50	\$11,875.00
New concrete curb	100	lf	\$6.88	\$688.00
Finish/prep green surface	7,000	sf	\$0.74	\$5,180.00
Finish/prep green surrounds	5,500	sf	\$0.13	\$715.00
Sod green collar & surrounds	5,500	sf	\$0.54	\$2,970.00

PROJECT TOTAL: \$116,236.38

XGD SYSTEMS LLC

415 NW Flagler Ave., Unit 302, Stuart, FL 34994

Tel: 772-286-3419 Fax: 772-286-2855

www.xgd.systems

Fernandina Beach Golf Club

BID NOTES

Date: May 27, 2020

-
1. We have not included the costs of any applicable permits in our bid proposal.
 2. Our bid includes sales tax that is paid by TDI Golf to our material suppliers. It does not include any sales tax that may be required to be charged to the Club. We have not included the costs for privilege tax that might be required to work in your city or county.
 3. The Club is responsible for all irrigation and utility locates.
 4. Our bid price excludes the cost of sprigging all green surfaces since it is our understanding that this is to be performed by the Club.
 5. Our price for new concrete curb is based on pouring it on top of the existing cart path edge; 4 inches high by 6 inches wide.
 6. Our submission includes a schedule of items which describes the scope of work as concisely as possible. Should the scope of work deviate from this we will request a change order for any additional work required to complete the project to the satisfaction of the Club.



The Guarantee Company Of North America USA

BID BOND

KNOW BY ALL MEN THAT THESE PRESENTS: That we XGD SYSTEMS, LLC of 415 NW Flagler Ave., Unit 302 , Stuart, FL 34994, hereinafter referred to as Principal, and The Guarantee Company Of North America USA as Surety, are held and firmly bound unto City of Fernandina Beach of 204 Ash Street , Fernandina Beach, FL 32034, hereinafter referred to as Obligee, in the sum of FIVE AND 00/100 PERCENT Dollars (5.00%) for the payment of which we bind ourselves, our legal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has submitted or is about to submit a proposal to Obligee on a contract for
Fernandina Beach Golf Club Driving Range Practice Facility Renovation

NOW, THEREFORE, if the said contract be awarded to Principal and Principal shall, within such time as may be specified, enter into the contract in writing and give such bond or bonds as may be specified in the bidding or contract documents with surety acceptable to Obligee; or if Principal shall fail to do so, pay to Obligee the damages which Obligee may suffer by reason of such failure not exceeding the penalty of this bond, then this obligation shall be void; otherwise to remain in full force and effect.

Signed and sealed this 29th day of May, 2020.

XGD SYSTEMS, LLC
(Principal)

by _____ (Seal)

The Guarantee Company Of North America USA
(Surety)

by _____ (Seal)

Michael G. Zervos, ATTORNEY-IN-FACT



The Guarantee Company of North America USA
Southfield, Michigan

POWER OF ATTORNEY

NOW ALL BY THESE PRESENTS: That THE GUARANTEE COMPANY OF NORTH AMERICA USA, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

Gus E. Zervos, Angelo G. Zervos, David C. Lange, Donald W. Burden, Stephen M. Zervos, Michael G. Zervos
Zervos Group, Inc.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon THE GUARANTEE COMPANY OF NORTH AMERICA USA as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of THE GUARANTEE COMPANY OF NORTH AMERICA USA at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, THE GUARANTEE COMPANY OF NORTH AMERICA USA has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 1st day of March, 2018.



THE GUARANTEE COMPANY OF NORTH AMERICA USA

Stephen C. Ruschak

Randall Musselman

STATE OF MICHIGAN
County of Oakland

Stephen C. Ruschak, President & Chief Operating Officer

Randall Musselman, Secretary

On this 1st day of March, 2018 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of said Company.



Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland

My Commission Expires February 27, 2024
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

Cynthia A. Takai

I, Randall Musselman, Secretary of THE GUARANTEE COMPANY OF NORTH AMERICA USA, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by THE GUARANTEE COMPANY OF NORTH AMERICA USA, which is still in full force and effect.



IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 29th day of May, 2020

Randall Musselman

Randall Musselman, Secretary

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
ITB 2020-06 FERNANDINA BEACH GOLF CLUB DRIVING RANGE PRACTICE
FACILITY RENOVATION**

EXHIBIT "B"

**SWORN STATEMENT UNDER F.S. SECTION 287.133(3) (A), ON
PUBLIC ENTITY CRIMES**

**THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER
OFFICER AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted with Bid, Proposal or Contract for ITB 2020-6.
2. This sworn statement is submitted by (entity) XGD Systems, LLC whose business address is 415 NW Flagler Ave, Unit 302, Stuart, FL and (if applicable) Federal Employer Identification Number (FEIN) is 20-1254730 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)
3. My name is Geoff Corlett and my relationship to the entity named above is CEO.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(a) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a) (b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The City of Fernandina Beach, Florida ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
ITB 2020-06 FERNANDINA BEACH GOLF CLUB DRIVING RANGE PRACTICE
FACILITY RENOVATION

natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

- ☒ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- ☐ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (Please attach a copy of the final order.)
- ☐ The person or affiliate was placed on the convicted FIRM list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted FIRM list. (Please attach a copy of the final order.)
- ☐ The person or affiliate has not been placed on the convicted FIRM list. (Please describe any action taken by, or pending with, the Department of General Services.)

Signature

May 26, 2020

Date:

STATE OF FLORIDA

COUNTY OF Martin

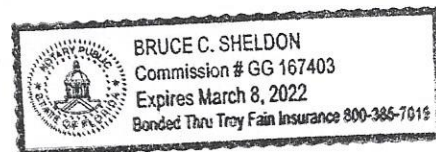
Geoff Corlett

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed their signature at the space provided above on this 26th day of May, 20 20, and is personally known to me, or has provided _____ as identification.



Notary Public

My Commission expires: MARCH 8, 2022



THIS FORM MUST BE INCLUDED WITH PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
ITB 2020-06 FERNANDINA BEACH GOLF CLUB DRIVING RANGE PRACTICE
FACILITY RENOVATION

EXHIBIT "C"

DRUG-FREE WORKPLACE CERTIFICATION

The below-signed INDIVIDUAL/FIRM certifies that it has implemented a drug-free workplace program. In order to have a drug-free workplace prepare, a business shall:

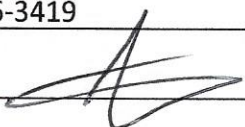
1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or services a copy of the statement specified in paragraph 1.
4. In the statement in paragraph 1., notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.
5. Impose a sanction on or require fine satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I Certify that this firm complies fully with the above drug-free workplace requirements.

COMPANY: XGD Systems, LLC dba TDI Golf

CITY: Stuart STATE: Florida ZIP CODE: 34994

TELEPHONE NUMBER(S): 772 286-3419

SIGNATURE: 

NAME (TYPED OR PRINTED): Geoff Corlett TITLE: CEO

THIS FORM MUST BE INCLUDED WITH PROPOSAL

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
ITB 2020-06 FERNANDINA BEACH GOLF CLUB DRIVING RANGE PRACTICE
FACILITY RENOVATION**

EXHIBIT "D"

CITY OF FERNANDINA BEACH, FLORIDA



E-VERIFY STATEMENT

Bid/Proposal Number: ITB 2020-06

Project Description: Fernandina Beach Golf Club Driving Range Practice Facility Renovation

I/FIRM acknowledges and agrees to the following:

I/FIRM shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. All persons employed by the FIRM during the term of the Contract to perform employment duties within Florida; and
2. All persons assigned by the FIRM to perform work pursuant to the contract with the Department.

Individual/Company/Firm: XGD Systems, LLC

Authorized Signature: 

Title: CEO

Date: May 26, 2020

THIS FORM MUST BE INCLUDED WITH PROPOSAL

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
ITB 2020-06 FERNANDINA BEACH GOLF CLUB DRIVING RANGE PRACTICE
FACILITY RENOVATION**

EXHIBIT "E"

PROPOSER ACKNOWLEDGEMENTS AND AGREEMENTS

The undersigned, as an employee or agent of the Proposer, having the authority to sign a binding agreement on behalf of the corporation, company, or firm presenting this submittal, confirms understanding and/or agreement and/or takes exception with any statement in the following sections of this ITB/RFP document.

1. INTRODUCTION AND GENERAL INFORMATION
Understands and agrees to all terms.
2. PROPOSAL INSTRUCTIONS, TERMS AND CONDITIONS
Understands and agrees to all terms.
3. EVALUATION AND CONTRACT OVERVIEW
Understands and agrees to all terms.
4. PROPOSER'S RESPONSE: SUBMITTAL INFORMATION
Understands and agrees to all terms.
5. PROPOSER'S RESPONSE: PROPOSED TEAM
Understands and agrees to all terms.
6. PROPOSER'S RESPONSE: PROPOSED COMPENSATION
Understands and agrees to all terms.

Name: Geoff Corlett Title: CEO

Signature:  Date: May 26, 2020

THIS FORM MUST BE INCLUDED WITH PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
ITB 2020-06 FERNANDINA BEACH GOLF CLUB DRIVING RANGE PRACTICE
FACILITY RENOVATION

EXHIBIT "F"

CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with Bid, Proposal or Contract for ITB 2020-06.

This sworn statement is submitted by (entity) XGD Systems, LLC whose business address is 415 NW Flagler Ave, Unit 302, Stuart, FL and (if applicable) Federal Employer Identification Number (FEIN) is 20-1254730 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Geoff Corlett and my relationship to the entity named above is CEO.

1. The above named entity is submitting a Proposal for the City of Fernandina Beach.
2. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon their own knowledge.
3. The Affiant states that only one submittal for the above proposal is being submitted and that the above named entity has no financial interest in other entities submitting proposals for the same project.
4. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above proposal. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.
5. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.
6. Neither the entity nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
7. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City of Fernandina Beach.
8. I certify that no member of the entity's ownership or management, or staff has a vested interest in any aspect of the City of Fernandina Beach.
9. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify the City of Fernandina Beach.

Signature



May 26, 2020

Date:

STATE OF FLORIDA

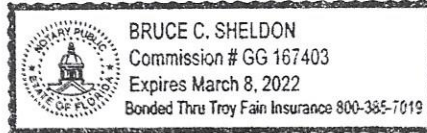
COUNTY OF Martin

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
ITB 2020-06 FERNANDINA BEACH GOLF CLUB DRIVING RANGE PRACTICE
FACILITY RENOVATION

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed their signature at the space provided above on this 26th day of May, 2020, and is personally known to me or has provided _____ as identification.

Bruce C. Sheldon
Notary Signature

My Commission expires: MARCH 8, 2022



THIS FORM MUST BE INCLUDED WITH PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
ITB 2020-06 FERNANDINA BEACH GOLF CLUB DRIVING RANGE PRACTICE
FACILITY RENOVATION

EXHIBIT "G"

NON-COLLUSION AFFIDAVIT

This sworn statement is submitted with Bid, Proposal or Contract for ITB 2020-06.

This sworn statement is submitted by (entity) XGD Systems, LLC whose business address is 415 NW Flagler Ave, Unit 302, Stuart, FL and (if applicable) Federal Employer Identification Number (FEIN) is 20-1254730 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Geoff Corlett and my relationship to the entity named above is CEO.

1. The above named is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
2. Such Proposal is genuine and is not a collusive or sham proposal;
3. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Proposal in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached proposal or any other Bidder, or to fix any overhead, profit or cost element of the proposal price or the proposal price of any other Bidder, or to secure through any collusion, connivance, or unlawful agreement any advantage against the City of Fernandina Beach, Florida or any person interested in the proposed Contract; and
4. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature

May 26, 2020

Date:

STATE OF FLORIDA

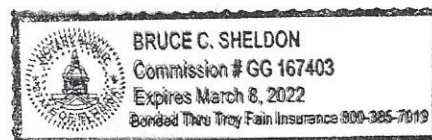
COUNTY OF Martin

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed their signature at the space provided above on this 26th day of May, 2020, and is personally known to me, or has provided _____ as identification.

Bruce C. Sheldon

Notary Signature

My Commission expires: MARCH 8, 2022



THIS FORM MUST BE INCLUDED WITH PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
ITB 2020-06 FERNANDINA BEACH GOLF CLUB DRIVING RANGE PRACTICE
FACILITY RENOVATION

EXHIBIT "H"

DISPUTES DISCLOSURE FORM

Answer the following questions by placing an "X" after "YES" or "NO". If you answer "YES", please explain in the space provided, or via attachment.

Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional association within the last five (5) years?

YES___ NO_ X__

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES_____ NO_ X__

Has your firm had against it or filed any request for equitable adjustment, contract claims, bid protest, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES_____ NO_ X__

If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this proposal for the City of Fernandina Beach.

XGD Systems, LLC

May 26, 2020

Firm

Date

Authorized Signature

Geoff Corlett, CEO

Printed or Typed Name and Title

THIS FORM MUST BE INCLUDED WITH PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 1
For
ITB 2020-06 FERNANDINA BEACH GOLF CLUB DRIVING RANGE PRACTICE FACILITY
RENOVATION

City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034

ADDENDUM No. 1

The following changes are applicable to the original ITB documents and specifications of **ITB 2020-06**. This Addendum No.1 now becomes part of the original Invitation to Bid and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting bids. Failure to do so may disqualify the bid.

Bidders shall thoroughly familiarize themselves with the contents of this Addendum before submitting bids.

NAME: Geoff Corlett **TITLE:** CEO

ADDRESS: 415 NW Flagler Avenue, Unit 302

CITY: Stuart **STATE:** FL

AUTHORIZED SIGNATURE:  **DATE:** May 21, 2020

**CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 1
For
ITB 2020-06 FERNANDINA BEACH GOLF CLUB DRIVING RANGE PRACTICE FACILITY
RENOVATION**

1. Are there drawings or technical specifications available for this project? **There are no plans**

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 2
For
ITB 2020-06 FERNANDINA BEACH GOLF CLUB DRIVING RANGE PRACTICE FACILITY
RENOVATION

City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034

ADDENDUM No. 2

The following changes are applicable to the original ITB documents and specifications of **ITB 2020-06**. This Addendum No.2 now becomes part of the original Invitation to Bid and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting bids. Failure to do so may disqualify the bid.

Bidders shall thoroughly familiarize themselves with the contents of this Addendum before submitting bids.

NAME: Geoff Corlett **TITLE:** CEO

ADDRESS: 415 NW Flagler Avenue, Unit 302

CITY: Stuart **STATE:** FL

AUTHORIZED SIGNATURE:  **DATE:** May 21, 2020

CITY OF FERNANDINA BEACH, FLORIDA

ADDENDUM NO. 2

For

**ITB 2020-06 FERNANDINA BEACH GOLF CLUB DRIVING RANGE PRACTICE FACILITY
RENOVATION**

1. Is there a requirement that this bid be awarded to a State Certified General Contractor? **No**
2. Is the award process accessible to Contractors that can supply the scopes of the project? **Yes**

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 3
For
ITB 2020-06 FERNANDINA BEACH GOLF CLUB DRIVING RANGE PRACTICE FACILITY
RENOVATION

City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034

ADDENDUM No. 3

The following changes are applicable to the original ITB documents and specifications of **ITB 2020-06**. This Addendum No.3 now becomes part of the original Invitation to Bid and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting bids. Failure to do so may disqualify the bid.

Bidders shall thoroughly familiarize themselves with the contents of this Addendum before submitting bids.

NAME: Geoff Corlett **TITLE:** CEO

ADDRESS: 415 NW Flagler Avenue, Unit 302

CITY: Stuart **STATE:** FL

AUTHORIZED SIGNATURE:  **DATE:** May 21, 2020

CITY OF FERNANDINA BEACH, FLORIDA

ADDENDUM NO. 3

For

**ITB 2020-06 FERNANDINA BEACH GOLF CLUB DRIVING RANGE PRACTICE FACILITY
RENOVATION**

1. In scope of work document, it is estimated that 25,000 sq ft of 419 bermuda sod will be required at range tee. And it is understood that this is a design/build project. If square feet of a project area exceed the scope of work/specifications estimate, will contractor be able to apply for change order to cover additional work in order to complete area? **Yes, a change order will be requested**

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 4
For
ITB 2020-06 FERNANDINA BEACH GOLF CLUB DRIVING RANGE PRACTICE FACILITY
RENOVATION

City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034

ADDENDUM No. 4

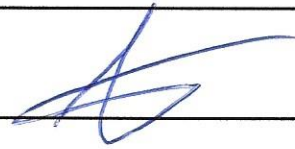
The following changes are applicable to the original ITB documents and specifications of **ITB 2020-06**. This Addendum No.4 now becomes part of the original Invitation to Bid and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting bids. Failure to do so may disqualify the bid.

Bidders shall thoroughly familiarize themselves with the contents of this Addendum before submitting bids.

NAME: Geoff Corlett **TITLE:** CEO

ADDRESS: 415 NW Flagler Avenue, Unit 302

CITY: Stuart **STATE:** FL

AUTHORIZED SIGNATURE:  **DATE:** May 26, 2020

CITY OF FERNANDINA BEACH, FLORIDA

ADDENDUM NO. 4

For

**ITB 2020-06 FERNANDINA BEACH GOLF CLUB DRIVING RANGE PRACTICE FACILITY
RENOVATION**

1. Are there further design sketches for the PPG, range tee, #3 and #5 greens? **No**
2. Bidding will be based on the requirements listed in the bid. If there are changes that would affect the cost, there will be a change order.
3. The anticipated start date will be mid to late July.



RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

KALMAN, MICHAEL

XGD SYSTEMS, LLC
415 NW FLAGLER AVENUE #302
STUART FL 34994

LICENSE NUMBER: CGC1526424

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Company Profile – XGD Group of Companies

The **XGD Group** of companies started in 1987 when Geoff Corlett founded **TDI Golf** specializing in golf course construction and remodeling and specialized turf drainage. In 1993, **XGD Systems** was formed to specialize in the golf course and athletic fields drainage while **TDI Golf** continued with golf course renovation work. In 2012, the division of **Eco Blue Systems** was added to focus on athletic fields, parks, playgrounds, trails and recreational facility construction.

The **XGD Group** of companies presently employs 199 office and field staff and has completed a wide range of projects including golf course renovations, playgrounds, parks, trails, storm water, stream remediation, sports fields, drainage and irrigation. XGD owns and floats it's equipment across North America to complete work which includes small, medium and large bulldozers, tractors, trailers, skid steers, etc.

From our US office in Stuart, FL and our Canadian office in Orangeville, ON work has been successfully completed in (31) States and in (6) provinces and we are proud of our reputation for customer satisfaction resulting in much repeated business.



TDI Golf has been recognized as one of the best-managed companies, top 100 fastest growing companies (1997, 1998) and as one of the best small golf course builders for three years.

XGD TDI Golf provides the finest restoration services to the golf course industry and is a Charter Member of the GCBA as a certified golf course builder.



XGD Systems – Our mission is to provide drainage and related services to high value turf. The XGD™ System is a procedure developed in which a subsurface drainage system is installed to remove surface water more rapidly and lower the water table in a turf field, thereby improving turf growth. The procedure has gained a lot of recognition and popularity in the turf industry.

XGD Systems has completed over 1,500 high quality turf and drainage projects throughout North America.



Eco Blue Systems - Our mission is to provide construction services for the land remediation and the sports industry for the betterment of the environment.

Our Eco Blue staff demonstrates a broad base of experience in large scale landscape projects. Our people are trained and educated in our industry with degrees in Agricultural Engineering, Landscape Architecture, Turf Management and Professional Agronomy.

XGD SYSTEMS LLC

415 Flagler Ave., Unit 302, Stuart, FL 34994
15 French Drive, Mono, ON L9W 5W1
Tel: 772-286-3419 Fax: 772-286-2855
www.xgd.systems

TDI/XGD Florida Partial Project List

Bayshore Golf Club	Miami Beach, FL
The Bear's Club	Jupiter, FL
Boca Woods Country Club	Boca Raton, FL
Golf Club of the Everglades	Naples, FL
Floridian	Palm City, FL
Fort Lauderdale Country Club	Fort Lauderdale, FL
The Fox Club <i>(previously known as Cobblestone C.C.)</i>	Palm City, FL
Glen Eagle Country Club	Naples, FL
Grand Harbor Country Club	Vero Beach, FL
Hawks Nest Golf Club	Vero Beach, FL
High Ridge Country Club	Lantana, FL
Hole In The Wall Golf Club	Naples, FL
Jacaranda Golf Club	Fort Lauderdale, FL
Lost Tree Club	North Palm Beach, FL
Loxahatchee Club	Jupiter, FL
Mariner Sands Country Club	Stuart, FL
Medalist Golf Club	Hobe Sound
The Country Club at Mirasol	Palm Beach Gardens, FL
Country Club of Orlando	Orlando, FL
Palm Aire Country Club	Pompano Beach, FL
Pelican Marsh Golf Club	Naples, FL
Pine Tree Golf Club	Boynton Beach, FL
Renaissance Vinoy Resort and Golf Club	St. Petersburg, FL
Riviera Country Club	Ormond Beach, FL
River Strand Golf & Country Club	Bradenton, FL
Shadow Wood Country Club	Bonita Springs, FL
Suntree Country Club	Melbourne, FL
Trump International Golf Club	West Palm Beach, FL
Yacht & Country Club	Stuart, FL
Village Golf Club	Royal Palm Beach, FL



**Team Infrastructure Chart
Fernandina Beach Golf Club**

XGD Systems,
Geoff Corlett, CEO

Operations Manager - XGD Systems
Bruce Sheldon

COO - XGD Systems
Mike Kalman

Project Manager
Jeremiah Ryan

Estimator – XGD Systems
Craig Mortimore

Administrator – XGD Systems
Jackie Taylor

Controller – XGD Systems
Karina Ordonez

Reception – XGD Systems
Angela Fotheringham

Accounts Payable & Receivable
XGD Systems - Kim Corlett

Admin Support – XGD Systems
Kim Datillio



XGD SYSTEMS LLC

415 Flagler Ave., Unit 302, Stuart, FL 34994
15 French Drive, Mono, ON L9W 5W1
Tel: 772-286-3419 Fax: 772-286-2855
www.xgd.systems

Geoff Corlett CEO

Professional Credits:

- B.SC. AGRICULTURE, UNIVERSITY OF GUELPH ON CANADA
- LANDSCAPE ARCHITECTURE RYERSON POLYTECHNIC INSTITUTE. TORONTO CANADA
- PROFESSIONAL AGROLOGIST DESIGNATION WITH SPECIALIZATION IN SOIL WATER MANAGEMENT

Geoff founded TDI Golf 1987, as a specialized golf course construction and remodeling company. The quality of work under his direction has allowed the company to achieve accolades from the golf course industry and business world. TDI Golf Canada has been recognized as one of the best-managed companies, top 100 fastest growing companies (1997, 1998), and runner up as the best golf course builder for 3 years. In 1993 Geoff founded XGD Systems, a company with the mission to provide specialized drainage services for the turf industries.

Geoff remains involved in all functions of the business, with specific emphasis on field operations. He reviews all sites on a frequent basis, in order to monitor quality control of work in progress.

Outside of Geoff's accomplishments with TDI Golf and XGD Systems he has been a Speaker on drainage and construction techniques for golf courses at major turf symposiums throughout the country. He has achieved designation as a Professional Agrologist for his expertise in soil science.





Jeremiah Ryan Project Manager



Jeremiah has 20 years' experience working on golf courses. Jeremiah is methodical in his approach toward a project and this provides for a precise and well-formulated finished product. Jeremiah is a quality operator who is greatly respected by his crew and clients.

Sample of Projects

Marietta Country Club	GA	Bob Cupp Inc.
Bears Club	FL	Jack Nicklaus
Twin Lakes Golf Course	VA	William R. Love
Tenison Park Golf Course	TX	Weibring Wolfard
Noyac Golf Club	NY	Forbes Golf Design, LLC
LB Houston Golf Course	TX	Colligan Golf Design
Black Butte Ranch	OR	John Fought
Waubeeka Golf Links	MA	Mungeam Cornish Golf Design
The Cliffs at Mountain Park	SC	Gary Player
The Cliffs At Keowee Springs	SC	Tom Fazio
The Cliffs At Keowee Falls	SC	Jack Nicklaus
The Idaho Club	ID	Jack Nicklaus
Parkersburg Country Club	WV	Michael Hurdzan
Racine Country Club	WI	Cornish, Silva & Mungeam
San Antonio Club	TX	Cornish, Silva & Mungeam
Mariner Sands Country Club	FL	Scotland Golf Design
Mountain Brook Club	AL	Brian Silva
City of Albany - Capital Hill at Albany	NY	Jacobson Golf Course Design
Bonnie Briar Country Club	NY	Heatwole Golf Design
Sleepy Hollow Country Club	ON	Robert Heaslip & Associates
Linville Golf Club	NC	David Cooke
Riviera Country Club	FL	Cornish, Silva & Mungeam



Michael Kalman
Chief Operating Officer



Professional Credits:

CET Construction, Conestoga College, Kitchener, Ontario, Canada

Prior to joining TDI Golf, Mike owned and operated his own design-build vertical construction company since 1989.

Mike brings to the TDI team extensive background and experience in design, construction and project management. While his emphasis is on business development and administration, his strength is to ensure the completion of quality projects on schedule and on budget.

Project experience includes:

Brockton Soccer Fields, Municipality of Brockton, ON, \$936,000.00
(4) new soccer fields and utilities building

Sir Allan McNab Football Field & Track, City of Hamilton, ON, \$840,000.00
High School sportsfield and athletic track including site servicing

Holton Heights Park Soccer Fields Redevelopment, Oakville, ON, \$552,356.00
Redevelopment of the turf fields and park

Lambton Golf & Country Club, Toronto, ON, \$3,800,000.00
Complete renovation of the golf course including siteworks, sodding, drainage, bridges

Pecan Hollow Golf Course, Plano TX, \$7,500,000.00
Project included complete golf course renovation, \$1,000,000.00 golf cart storage building, creek stabilization and bridges

XGD SYSTEMS LLC

415 NW Flagler Ave., Unit 302, Stuart, FL 34994

Tel: 772-286-3419 Fax: 772-286-2855

www.xgd.systems

Bruce Sheldon Operations Manager

PROFESSIONAL CREDITS:

- LANDSCAPE ARCHITECTURE, AUBURN UNIVERSITY, ALABAMA
- TURFGRASS MANAGEMENT, FLORIDA SOUTHERN COLLEGE

Since leaving Auburn University in 1983, Bruce has enjoyed an extensive career in the golf course design and construction business. He has been involved in and has experience in all phases of golf course construction, from project estimating and construction scheduling to project management and the coordination of daily operations.

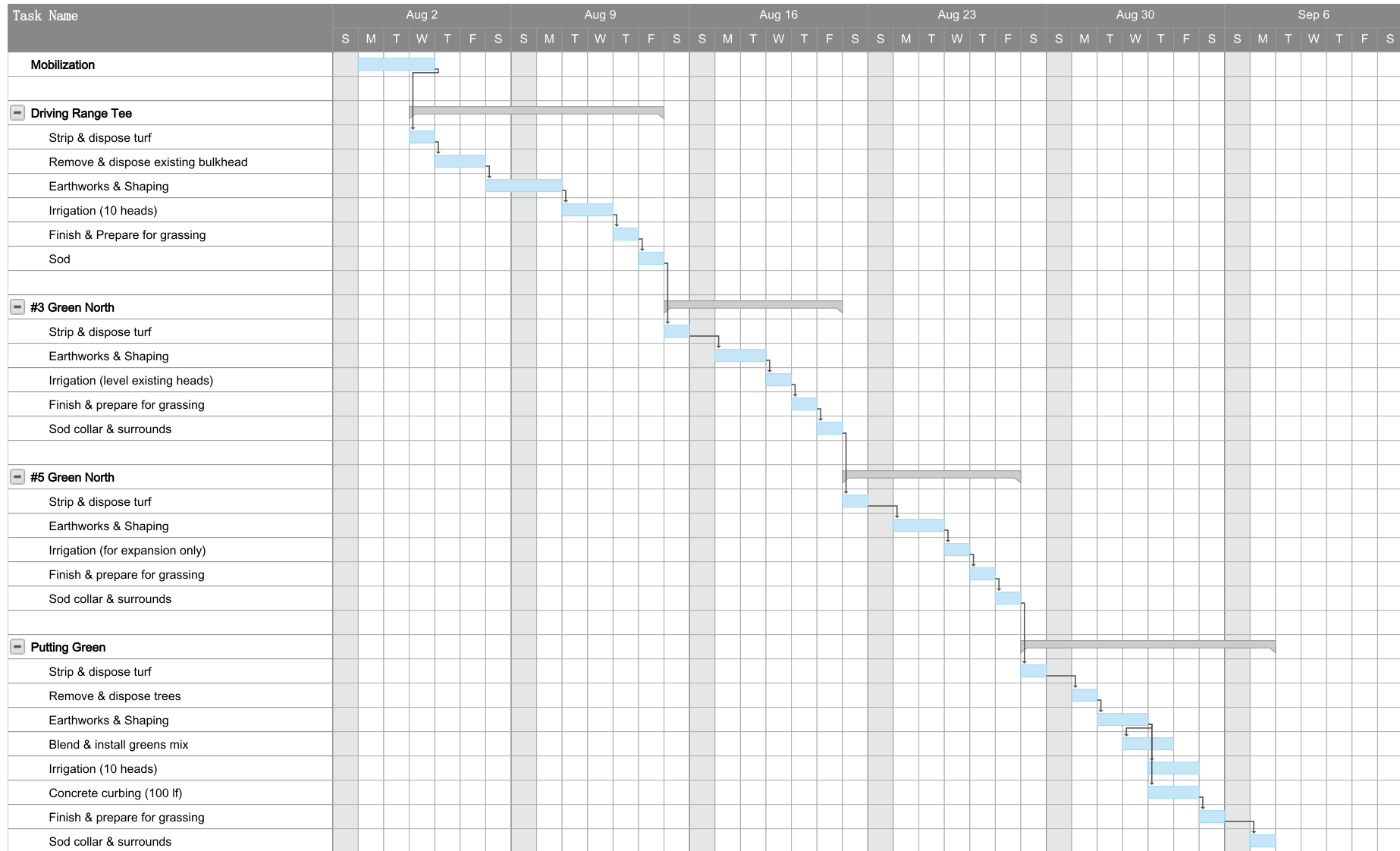
Bruce has a diverse background in all aspects of design, construction and project management. His remarkable background also embraces cost estimating, design development and the preparation of working drawings, thus enabling him to interface and successfully coordinate with architects, engineers and construction personnel, ensuring projects are completed successfully, on time and within budget.



Fernandina Beach GC

Proposed Construction Schedule

Prepared By: XGD Systems LLC, dba TDI Golf



Golf Course Driving Range Practice Facility Rehab

ITB 2020-06

Criteria	Weight
1 Quality of Firm and Experience	20
2 Qualification of Staff	20
3 Project Approach - demonstrates understanding of project requirements, and proposes methods to accomplish the work meeting or exceeding criteria listed in the RFP	20
4 Schedule of Work	20
5 Proposed Cost	20
	<u>100</u>

Rating (used to fill in yellow boxes)

0	Did not address
1	Significant deficiencies
2	Some deficiencies
3	Meets requirements/expectation
4	Slightly exceeds expectations
5	Greatly exceeds expectations

	Golf Sculpters		One Golf, Inc.		Turf Solutions		XGD Systems	
Criteria	Total		Total		Total		Total	
1 Quality of Firm and Experience	5	20	4	16	5	20	4	16
2 Qualification of Staff	4	16	4	16	4	16	4	16
3 Project Approach	5	20	1	4	5	20	5	20
4 Schedule of Work	5	20	1	4	1	4	2	8
5 Proposed Cost	3	12	5	20	2	8	4	16
SCORE	88		60		68		76	

PLANNING ADVISORY BOARD AGENDA ITEM
City of Fernandina Beach



SUBJECT: Resolution 2020-91
Final Plat Approval - Crane Island Phase 2B

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2020-91

SYNOPSIS: The attached Resolution grants approval for a five-dwelling unit subdivision, "Crane Island Phase 2B," for the Crane Island Planned Unit Development as consistent with PUD amendment approved Memorandum of Understanding (MOU) with Nassau County. Preliminary Plat approval was granted under Nassau County.

CITY ATTORNEY COMMENTS: No additional comments.

Dale L. Martin, City Manager 6/26/2020

Pauline Testagrose, Comptroller 6/27/2020

Tammi E. Bach, City Attorney 6/29/2020

Kelly N. Gibson, AICP

Date: June 03, 2020

Submitted By: Kelly Gibson, AICP, Planning Director

RESOLUTION 2020-91

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING FINAL PLAT, PAB CASE 2020-0005 TITLED, "CRANE ISLAND PHASE 2B"; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The Range at Crane Island, LLC has applied to the City Commission of the City of Fernandina Beach, Florida, for approval of a final plat titled, "Crane Island Phase 2B"; and

WHEREAS, the "Crane Island Phase 2B", includes the configuration of five remaining lots for single family home sites as consistent with the Crane Island Planned Unit Development; and

WHEREAS, staff has reviewed the applicant's request for final plat and found the request to be compliant with the City's Comprehensive Plan and Land Development Code; and

WHEREAS, on May 21, 2020 the Planning Advisory Board reviewed the final plat and issued a recommendation of approval.

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

SECTION 1. The plat titled "Crane Island Phase 2B," is hereby accepted and approved as a final plat.

SECTION 2. This Resolution shall take effect immediately upon passage.

ADOPTED this 7th day of July, 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



**MINUTES
PLANNING ADVISORY BOARD
REGULAR MEETING (VIRTUAL)
MAY 21, 2020**

The Regular Planning Advisory Board Meeting was held as a VIRTUAL MEETING with board members and City staff participating through video conferencing. This virtual meeting was 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 / ROLL CALL / DETERMINATION OF QUORUM

Call to order at 5:00

MEMBERS PRESENT

Richard Clark (Chair)
Mark Bennett
Greg Roland
Victoria Robas (Alt 2)

Genece Minshew (Vice-Chair)
Peter Stevenson
Jenny Schaffer (Alt 1) (joined at 5:12)

MEMBERS ABSENT:

OTHERS PRESENT

Tammi Bach, Board Attorney
Kelly Gibson, Planning Director
Sylvie McCann, Recording Secretary

Mrs. Gibson explained the procedure for this virtual meeting.

Chair Clark also explained some procedures regarding Agenda items.

2. PLEDGE OF ALLEGIANCE

3. APPROVAL OF MEETING MINUTES

- 3.1 Review and approve meeting minutes from: September 9, 2019 Workshop, January 22, 2020 Special Meeting, February 26, 2020 Special Meeting, and March 11, 2020 Regular Meeting.

ACTION TAKEN: A motion was made by member Minshew to approve the Minutes from March 11, 2020, seconded by member Bennett. Approved unanimously by raised hand. Motion carried.

ACTION TAKEN: A motion was made by member Minshew to approve the Minutes from February 26, 2020, seconded by member Bennett. Approved unanimously by raised hand. Motion carried.

ACTION TAKEN: A motion was made by member Stevenson to approve the Minutes from January 22, 2020, seconded by member Minshew. Approved unanimously by raised hand. Motion

carried.

ACTION TAKEN: A motion was made by member Minshew to approve the Minutes from September 9, 2019, seconded by member Roland. Approved unanimously by raised hand. Motion carried.

4. NEW BUSINESS

4.1 4.1 FINAL PLAT APPROVAL - THE RANGE AT CRANE ISLAND - RESOLUTION 2020-APPROVING FINAL PLAT, PAB 2020-0005 TITLED "THE RANGE AT CRANE ISLAND" AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Accepts and approves the plat titled "The Range at Crane Island" as final plat.*

Ms. Gibson presented the case.

There were no questions from Board Members.

Chair Clark asked if any member of the public were present virtually.

Emily Pierce, Rogers Towers, representative of Crane Island was recognized virtually and she welcomed any questions.

Mr. Danny Anderson was recognized virtually and stated he is just observing the meeting

Jack Healan, applicant for The Range at Crane Island, was recognized virtually and had no comment.

Public Comment was closed.

Chair Clark disclosed a conversation with Mr. Healan.

ACTION TAKEN: A motion was made by member Roland, seconded by Member Minshew to approve PAB case 2020-0005 as presented. Approved unanimously with raised hand virtually.

Motion carried.

5. BOARD BUSINESS

Member Bennett confirmed that on May 19, 2020 the City Commission approved on 1st reading the changes recommended by the PAB regarding appointment of PAB Board Members.

6. STAFF REPORT

6.1 Provide board updates on staffing and general planning activities.

Ms. Gibson gave an update of upcoming planning activities.

Chair Clark commented that he would hope that members of the PAB would have an opportunity to review and make comments regarding updates to the Comprehensive Plan. Staff noted that presentation would probably be done to gather comments to present to the City Commission.

Member Robas is looking forward to receiving an updated calendar of these upcoming events which hopefully would be available soon.

Member Minshew offered comments regarding the Board Tracker Report provided by Staff, especially the data

regarding Board of Adjustment variances.

Member Stevenson lost power and re-joined the meeting.

Member Minshew asked if the next meeting would also be held virtually. Board Attorney Bach stated that the next meeting is scheduled for June 10th and still planned to be held virtually unless the City Commission states otherwise. According to State of Florida Governor's Office's Executive Order, we can still hold virtual meeting until July 7th, 2020. Board Members and the public are welcome to come in physically while still respecting social distancing. Chair Clark suggest continuing virtual meetings.

Other Board Members concurred and even considered the July 8, 2020 meeting.

Member Stevenson inquired about the Sunshine Law training. Board Attorney Bach noted that this training is required for City Commission but also mentioned she may be able to prepare a Power Point and present this to Board Members.

7. PUBLIC COMMENT

Ms. Gibson recognized Mr. Danny Anderson virtually present for any comment. He stated that he was still just observing the meeting.

8. ADJOURNMENT 5:48

Sylvie McCann, Recording Secretary

Richard Clark, Chair



STAFF REPORT
PAB 2020-05 (Final Plat)
Planning Advisory Board Hearing
May 21, 2020

APPLICATION FOR FINAL PLAT - CRANE ISLAND PHASE 2B

APPLICATION & SURROUNDING AREA INFORMATION:

OWNER/APPLICANT:	The Range at Crane Island, LLC				
AGENT:	Jack Healan				
REQUESTED ACTION:	Final Plat for Crane Island Phase 2B				
LOCATION:	Crane Island Drive and Old Well Road				
LAND USE + ZONING:	Future Land Use Map: Low Density Residential /Zoning District of R-1 with PUD Overlay				
EXISTING USES ON SITE:	Vacant Land/ Partially Cleared for infrastructure installation				
PROPERTY SIZE:	3.26 Acres Parcel ID #: 19-2N-28-0000-000-0060 (EXHIBIT A- MAP)				
ADJACENT PROPERTIES:	<u>Direction</u>	<u>Existing Use(s)</u>	<u>Year Built</u>	<u>Zoning</u>	<u>FLUM</u>
	North	Single Family Homes	2019	R-1 (PUD)	LDR
	South	Vacant		R-1 (PUD)	LDR
	East	Vacant		R-1 (PUD)	LDR
	West	Intercoastal	Water		

*** All required application materials have been received. All fees have been paid. All required notices have been made. All copies of required materials are part of the official record and have been made available on the City's website, the City Clerk's Office and at the Department of Planning & Conservation. ***

SUMMARY OF REQUEST AND BACKGROUND INFORMATION:

The applicant is requesting approval of a Final Plat of Phase 2B for 5 dwelling units on Old Well Road and Crane Island Drive on Crane Island on a parcel totaling 3.26 acres of land. The surrounding property is under active buildout of low-density residential uses (single-family homes) to its north and east. The development request is consistent with the terms of the 2005 Order of dismissal, MOU dated March 27, 2006 and as amended in April 1, 2008, consistent with Nassau County Ordinances 2006-80 and 2013-16.

Crane Island is permitted to contain, in total, 169 residential dwelling units with no less than 5.75 acres of land for public park. Phases 1 and 2A were previously approved under action of Nassau County. All development requirements for site infrastructure including stormwater, roadways and placement of utilities were approved by Nassau County prior to the City's 2019 Annexation. The request is made to allow for development of the property in compliance with previously approved standards converting a single tract of and into five (5) residential lots. (**EXHIBIT B – FINAL PLAT DETAIL**).

CONSISTENCY WITH THE COMPREHENSIVE PLAN AND LAND DEVELOPMENT CODE:

The area achieves compliance with the terms of development in the MOU documents provided in the applicant's back-up materials. The City can serve this property and meet or exceed all levels of service required by Comprehensive Plan policies referenced herein. The requested action is consistent with the terms of the MOU, as such Staff recommends approval of the Final Plat. The City accepts all development approvals as previously granted by Nassau County, including the final plat documents as filed.

MOTION TO CONSIDER:

I move to recommend (**approval or denial**) of PAB case number 2020-05 to the City Commission requesting that a Final Plat for the Crane Island Phase 2B be (**approved or denied**) and that PAB case 2020-05, as presented, (**is or is not**) sufficiently compliant with the Comprehensive Plan and Land Development Code to be approved at this time.

Submitted by Kelly N. Gibson, AICP

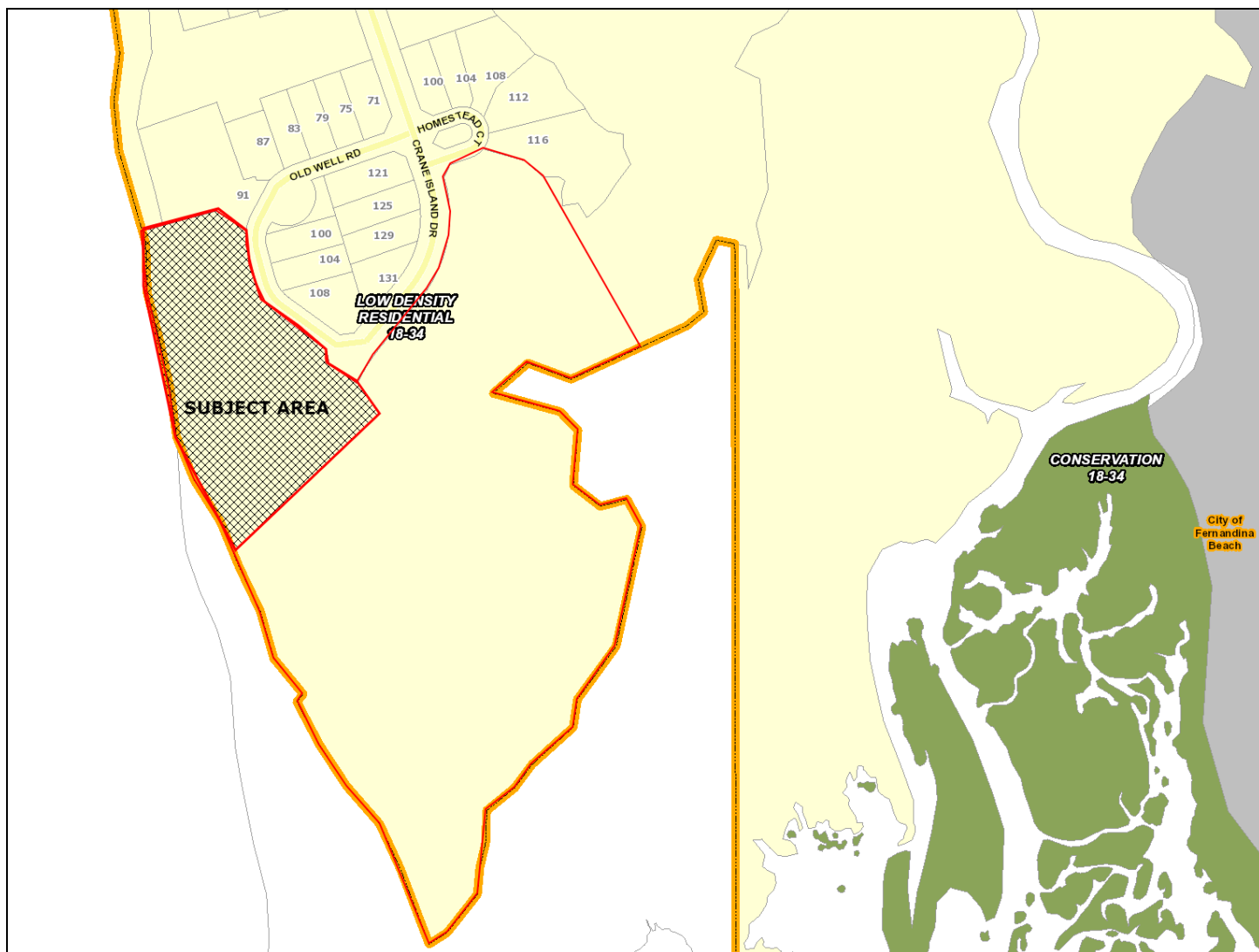
EXHIBIT A – MAP

EXHIBIT B – FINAL PLAT DETAIL



STAFF REPORT
PAB 2020-05 (Final Plat)
Planning Advisory Board Hearing
May 21, 2020

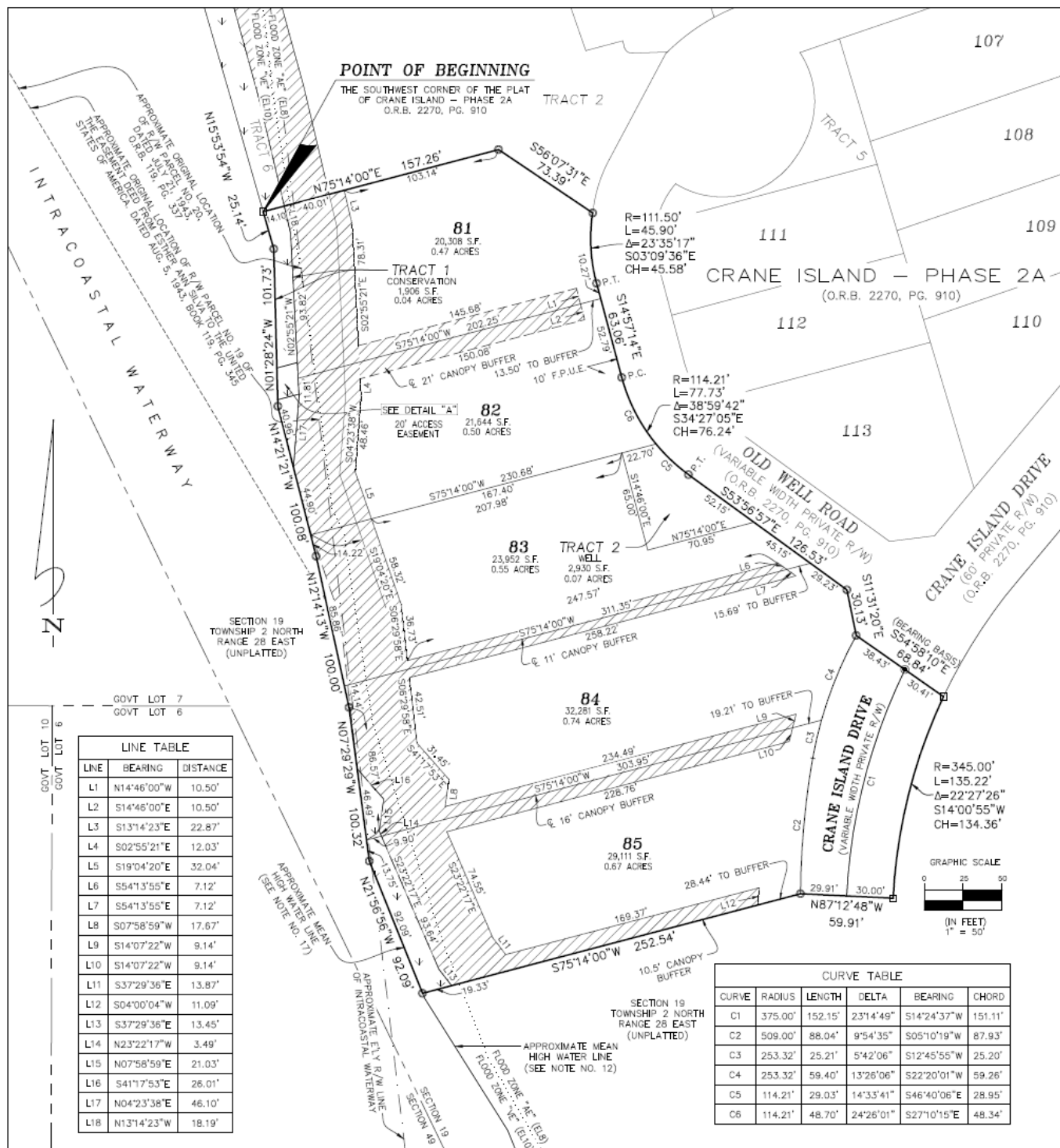
EXHIBIT A – MAP





STAFF REPORT
PAB 2020-05 (Final Plat)
Planning Advisory Board Hearing
May 21, 2020

EXHIBIT B – FINAL PLAT REQUEST



PAB2020- 00 05

REC'D: 3/4/20 BY: [Signature]

INVOICE #: 7292

PAYMENT: 850 - TYPE: CR 1352

BOARD MEETING DATE: TBD

healancm@gmail.com



PLANNING ADVISORY BOARD APPLICATION

- | | |
|--|--|
| ☐ ZONING MAP AMENDMENT
(≤ 10 acres \$1,000 / > 10 acres \$2,000) | ☐ SUBDIVISION PLAT – PRELIMINARY
(≤ 20 units \$1,000 / > 20 units \$1,600) |
| ☐ LAND USE MAP AMENDMENT
(≤ 10 acres \$1,000 / > 10 acres \$2,000) | ☐ SUBDIVISION PLAT – FINAL (\$850) |
| ☐ LDC TEXT AMENDMENT (\$1,000) | ☐ VACATION OF R.O.W. (\$1,700) |
| ☐ COMP PLAN AMENDMENT (\$1,700) | ☐ VOLUNTARY ANNEXATION (\$1,500)
<u>Crane Island</u> |
| | ☐ Revision to each PAB Application
To offset additional display ad fee (\$400) |

APPLICANT INFORMATION

Owner Name: The Range + Crane Island, LLC

Mailing Address: 4001 Centurion Way Fernandina Beach, FL 32034

Telephone: 904-321-3444 Fax: _____

Email: soverigncorp@gmail.com

Agent Name: Jack Healan

Mailing Address: 1381 Euclid Ave NE Atlanta, GA 30307

Telephone: 904-219-2754 Fax: _____

Email: healancm@gmail.com

PROPERTY INFORMATION

Street Address: Crane Island

Parcel Identification Number(s): 19-ZW-28-0000-0001-0060

Lot Number: _____ Block Number: _____ Subdivision: _____

Section: _____ Township: _____ Range: _____

PROJECT INFORMATION

Total Number of Lots/Parcels: 5 lots

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

Existing Zoning Classification: PUD

Existing Future Land Use Classification: PUD

Previous Planning/Zoning Approvals: _____

Description of Request:

Preliminary Plat for lots 81-85

Final Plat for lots 81-85

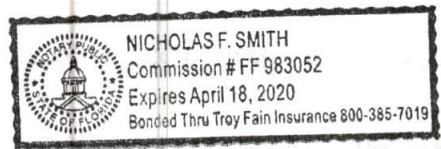
SIGNATURE/NOTARY

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

3/4/20
Date

[Signature]
Signature of Applicant

STATE OF FLORIDA }
COUNTY OF NASSAU } ss



Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 4th day of MAR, 20 20, by Jack Hecker.

[Signature]
Notary Public

Nicholas F. Smith
Printed Name

My Commission Expires _____

Personally Known [initials] OR Produced Identification _____ ID Produced: _____



OWNER'S AUTHORIZATION FOR AGENT REPRESENTATION

I /WE The Range at Crane Island, LLC
(print name of property owner(s))

hereby authorize: Jack Healan
(print name of agent)

to represent me/us in processing an application for: Preliminary & Final Plat
(type of application)

on our behalf. In authorizing the agent to represent me/us, I/we, as owner/owners, attest that the application is made in good faith and that any information contained in the application is accurate and complete.

[Signature]
(Signature of owner)

(Signature of owner)

JACK B HEALAN, JR
(Print name of owner)

(Print name of owner)

STATE OF FLORIDA }
COUNTY OF NASSAU } ss

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 4th day of MAY, 20 20, by Jack Healan.

[Signature]
Notary Public

Nicholas F. Smith
Printed Name

My Commission Expires

Personally Known [initials] OR Produced Identification _____ ID Produced: _____



The Range at Crane Island, LLC

4001 Centurion Way
Amelia Island, FL 32034
904-321-3444

Date: March 4, 2020

To: Jacob Platt, City of Fernandina Beach

From: Jack Healan

RE: Preliminary Plat application Crane Island Phase 2B

The Range at Crane Island LLC has submitted a preliminary and final plat application to the city of Fernandina Beach. The plat will be known as Crane Island Phase 2B and is apart of the Crane Island PUD. The Crane Island PUD was approved by Nassau County and recently Crane Island PUD was annexed into the City of Fernandina Beach, therefore the property meets the zoning requirements of the City of Fernandina Beach.

Regards,



Jack Healan

Healan Construction Management

904-219-275

healancm@gmail.com



PLANNING & CONSERVATION PAB

Revised 12/15/19

USE THIS FORM TO: Request actions to affect changes to property (zoning changes, annexations, allowable uses, subdivisions).

FEES: See below. Fees are payable upon application.

IMPORTANT NOTES: To guide you through the process and ensure that your application is understood and properly processed, you'll need to meet with a City Planner prior to submitting your application. Completed applications are due 30 days prior to the Planning Advisory Board meeting date.

KEY CONTACTS: The Department of Planning & Conservation will guide your application from start to finish, engaging other City departments or agencies as needed.

The City of Fernandina recognizes that some content on this page may not be accessible. If you need assistance completing this form, please call our office and we will assist you (904)310-3480, or email Planninginfo@fbfl.city.

PLANNING ADVISORY BOARD APPLICATION FOR:

- | | |
|--|--|
| ☐ ZONING MAP AMENDMENT
(≤ 10 acres \$1,000 / > 10acres \$2,000) | ☒ SUBDIVISION PLAT – PRELIMINARY
(≤ 20 units \$1,000 / > 20 units \$1,600) |
| ☐ LAND USE MAP AMENDMENT
(≤ 10 acres \$1,000 / > 10acres \$2,000) | ☒ SUBDIVISION PLAT – FINAL (\$850) |
| ☐ LDC TEXT AMENDMENT (\$1,000) | ☐ VACATION OF R.O.W. (\$1,700) |
| ☐ COMP PLAN AMENDMENT (\$1,700) | ☐ VOLUNTARY ANNEXATION (\$1,500) |
| | ☐ Revision to each PAB Application
To offset additional display ad fee (\$400) |

2020 Planning Advisory Board Meeting Schedule

Application Deadline (4:30pm)	Dec 11 2019	Jan 08 2020	Feb 12 2020	Mar 11 2020	Apr 08 2020	May 13 2020	June 10 2020	Jul 08 2020	Aug 12 2020	Sep 09 2020	Oct 14 2020	Nov 10 2020	Dec 09 2020	Jan 13 2021	Feb 10 2021
Meeting Date	Jan 08 2020	Feb 12 2020	Mar 11 2020	Apr 08 2020	May 13 2020	June 10 2020	Jul 08 2020	Aug 12 2020	Sep 09 2020	Oct 14 2020	Nov 10 2020	Dec 09 2020	Jan 13 2021	Feb 10 2021	Mar 10 2021

APPLICATION REQUIREMENTS PLANNING ADVISORY BOARD

APPLICATION CHECKLIST:

Submit all of the following information for a complete application, as applicable:

- ☒ A notarized application filed at least thirty (30) days before the date of the Planning Advisory Board's public hearing;
- ☒ A current survey of the property (no older than two years);
- ☒ A completed owner's authorization for agent form, if applicable;
- ☐ A detailed letter of intent stating the following:
 - The consistency of the proposed amendment(s) or action(s) with the City's Comprehensive Plan.
 - A justification for the proposed amendment(s) or action(s).
- ☐ A map of the area indicating the proposed zoning district designation for the subject property. The map shall show the current zoning district designations and land use categories from the Future Land Use Map in the comprehensive plan for the subject property and all adjacent properties.

IMPORTANT NOTES AND REQUIREMENTS:

Please see additional Land Development Code (LDC) requirements for specific application types:

- ☐ **LDC Text Amendment** – see LDC Section 11.01.08.
- ☐ **Preliminary Subdivision Plat** – see LDC Section 11.01.05.
- ☐ **Final Subdivision Plat** – see LDC Section 11.01.05.
- ☐ **Zoning Map Changes** – see LDC section 11.01.07.

You will receive a staff report one week before your meeting.

STAFF CONTACT:

Kelly Gibson, AICP
Department of Planning & Conservation Director
kgibson@fbfl.city
904.310.3481

Crane Island — Phase 2B

A PORTION OF SECTION 19, "CRANEY ISLAND", TOWNSHIP 2 NORTH, RANGE 28 EAST, CITY OF FERNANDINA BEACH, NASSAU COUNTY, FLORIDA

CAPTION

A PORTION OF SECTION 19, "CRANEY ISLAND", TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF THE PLAT OF CRANE ISLAND — PHASE 2A, AS RECORDED IN OFFICIAL RECORDS BOOK 2270, PAGE 910, INCLUSIVE, OF THE PUBLIC RECORDS OF SAID NASSAU COUNTY, THENCE EASTERLY, SOUTHEASTERLY AND SOUTHERLY, ALONG THE SOUTHERLY BOUNDARY LINE OF SAID CRANE ISLAND PHASE 2A, RUN THE FOLLOWING EIGHT (8), COURSES AND DISTANCES: COURSE NO. 1, NORTH 75°14'00" EAST, 157.26 FEET; COURSE NO. 2, SOUTH 56°07'31" EAST, 73.39 FEET; TO THE ARC OF A CURVE LEADING SOUTHERLY, COURSE NO. 3, SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 111.50 FEET, AN ARC DISTANCE OF 45.90 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 03°09'36" EAST, 45.58 FEET, TO THE POINT OF TANGENCY OF SAID CURVE, COURSE NO. 4, SOUTH 14°59'14" EAST, 63.06 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY, COURSE NO. 5, SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 114.21 FEET, AN ARC DISTANCE OF 77.73 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 34°27'05" EAST, 76.24 FEET, TO THE POINT OF TANGENCY OF SAID CURVE, COURSE NO. 6, SOUTH 53°56'57" EAST, 126.53 FEET; COURSE NO. 7, SOUTH 11°31'20" EAST, 30.13 FEET; COURSE NO. 8, SOUTH 54°58'10" EAST, 68.84 FEET, TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 345.00 FEET, AN ARC DISTANCE OF 135.22 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 14°00'55" WEST, 134.36 FEET; THENCE NORTH 87°24'48" WEST, 59.81 FEET; THENCE SOUTH 75°14'00" WEST, 252.54 FEET, TO THE APPROXIMATE MEAN HIGH WATER LINE AS SHOWN ON THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION MEAN HIGH WATER SURVEY FILE NO. 713, DATED DECEMBER 1987 (ESTABLISHED BY CLARY & ASSOCIATES, IN ACCORDANCE WITH CHAPTER 177, PART II, FLORIDA STATUTES, CHAPTER 18-5 F.A.C. AND CHAPTER 21HH-6, F.A.C., AND SHOWN ON CLARY & ASSOCIATES MAP, FILE NO. R3-58B); THENCE NORTHWESTERLY, NORTHEASTERLY AND NORTHERLY ALONG LAST SAID LINE, RUN THE FOLLOWING SIX (6) COURSES AND DISTANCES: COURSE NO. 1, NORTH 21°56'56" WEST, 92.09 FEET; COURSE NO. 2, NORTH 07°28'29" WEST, 100.32 FEET; COURSE NO. 3, NORTH 12°14'13" WEST, 100.00 FEET; COURSE NO. 4, NORTH 14°21'21" WEST, 100.08 FEET; COURSE NO. 5, NORTH 01°28'24" WEST, 101.73 FEET; COURSE NO. 6, NORTH 15°53'54" WEST, 25.14 FEET, TO THE POINT OF BEGINNING.

CONTAINING 3.26 ACRES, MORE OR LESS.

ADOPTION AND DEDICATION

THIS IS TO CERTIFY THAT THE UNDERSIGNED, THE RANGE AT CRANE ISLAND, LLC, A FLORIDA LIMITED LIABILITY COMPANY, "OWNER" IS THE LAWFUL OWNER OF THE LANDS DESCRIBED IN THE CAPTION HEREON WHICH SHALL HEREAFTER BE KNOWN AS CRANE ISLAND — PHASE 2B, AND THAT THEY HAVE CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED, AND THAT THIS PLAT, MADE IN ACCORDANCE WITH SAID SURVEY, IS HEREBY ADOPTED AS THE TRUE AND CORRECT PLAT OF SAID LANDS.

RIGHT OF WAY (CRANE ISLAND DRIVE), TITLE TO TRACT 1 (CONSERVATION) AND TRACT 2 (WELL), ARE HEREBY RETAINED BY THE UNDERSIGNED OWNERS, THEIR SUCCESSORS AND ASSIGNS; PROVIDED HOWEVER, THE UNDERSIGNED OWNERS RESERVE THE RIGHT TO CONVEY TITLE TO SAID TRACTS TO AN ENTITY, INCLUDING WITHOUT LIMITATION, A PROPERTY OWNERS' ASSOCIATION, A MUNICIPAL SERVICES TAXING UNIT, COMMUNITY DEVELOPMENT DISTRICT, OR OTHER SUCH ENTITY AS WILL ASSUME ALL OBLIGATION OF MAINTENANCE AND OPERATION THEREOF UNDER THE PLAT.

ALL EASEMENTS SHOWN ON THIS PLAT, OTHER THAN THOSE SPECIFICALLY DEDICATED HEREIN, ARE AND SHALL REMAIN PRIVATELY OWNED AND THE SOLE AND EXCLUSIVE PROPERTY OF THE UNDERSIGNED OWNERS, THEIR SUCCESSORS AND GRANTEES, IF ANY, OF SAID EASEMENTS. THE UNDERSIGNED OWNERS RETAIN THE OBLIGATION FOR MAINTENANCE OF ALL EASEMENTS SHOWN ON THIS PLAT FOR DRAINAGE OR LANDSCAPE PURPOSES; PROVIDED HOWEVER, THE UNDERSIGNED OWNERS RESERVE THE RIGHT TO ASSIGN THE OBLIGATION FOR MAINTENANCE OF SAID EASEMENTS TO A PROPERTY OWNERS' ASSOCIATION OR OTHER SUCH ENTITY AS WILL ASSUME ALL OBLIGATION OF MAINTENANCE AND OPERATION THEREOF UNDER THE PLAT.

ANY AND ALL EASEMENTS SHOWN ON THIS PLAT FOR WATER OR SEWER AND ACCESS THERETO, ARE HEREBY IRREVOCABLY AND WITHOUT RESERVATIONS DEDICATED TO THE CITY OF FERNANDINA BEACH, FLORIDA, ITS SUCCESSORS AND ASSIGNS, AS A UTILITY AND ACCESS EASEMENT FOR ITS NON-EXCLUSIVE USE IN CONJUNCTION WITH THE ACCESS, INSTALLATION, MAINTENANCE, AND USE OF WATER REUSE, WATER, SEWER AND/OR OTHER PUBLIC UTILITIES. HOWEVER, THE UNDERSIGNED OWNERS DO HEREBY RESERVE TO THEMSELVES, THEIR SUCCESSORS AND ASSIGNS, AN EASEMENT FOR INGRESS AND EGRESS OVER ANY ACCESS EASEMENTS TO WATER AND SEWER UTILITIES SHOWN ON THIS PLAT, IN ADDITION, ANY UTILITY EASEMENTS SHOWN HEREON SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES IN THE MANNER AND SUBJECT TO THE PROVISIONS OF SECTION 177.091(28) OF THE FLORIDA STATUTES, PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. NOTWITHSTANDING THE FOREGOING, ONLY CABLE TELEVISION SERVICE PROVIDERS SPECIFICALLY AUTHORIZED BY THE UNDERSIGNED OWNERS, THEIR SUCCESSORS AND ASSIGNS, TO SERVE THE LANDS SHOWN ON THIS PLAT, SHALL HAVE THE BENEFIT OF SAID CABLE TELEVISION SERVICE EASEMENTS.

THE OWNERS HEREBY GRANT TO FLORIDA PUBLIC UTILITIES, ITS SUCCESSORS AND ASSIGNS, AN NONEXCLUSIVE UTILITY EASEMENT OVER, UPON AND UNDER THOSE EASEMENTS DESIGNATED ON THIS PLAT AS FPU EASEMENT; FOR INSTALLATION AND MAINTENANCE (INCLUDING RIGHTS OF INGRESS AND EGRESS) OF ITS UNDERGROUND ELECTRIC DISTRIBUTION SYSTEM AS NECESSARY OR BENEFICIAL TO CURRENT OR FUTURE OWNERS OF LANDS WITHIN THE SUBDIVISION.

IN WITNESS WHEREOF, THE RANGE AT CRANE ISLAND, LLC, A FLORIDA LIMITED LIABILITY COMPANY, HAS CAUSED THIS PLAT AND DEDICATION TO BE EXECUTED BY ITS EXECUTIVE VICE PRESIDENT AND CRANE ISLAND MODEL HOMES, LLC, A FLORIDA LIMITED LIABILITY COMPANY, HAS CAUSED THIS PLAT AND DEDICATION TO BE EXECUTED BY ITS EXECUTIVE VICE PRESIDENT. THIS ____ DAY OF ____, A.D., 2020.

THE RANGE AT CRANE ISLAND, LLC, A FLORIDA LIMITED LIABILITY COMPANY

BY: _____ WITNESS: _____
PRINT: JACK B. HEALAN JR. PRINT: _____
TITLE: EXECUTIVE VICE PRESIDENT PRINT: _____

NOTARY FOR THE RANGE AT CRANE ISLAND, LLC, A FLORIDA LIMITED LIABILITY COMPANY

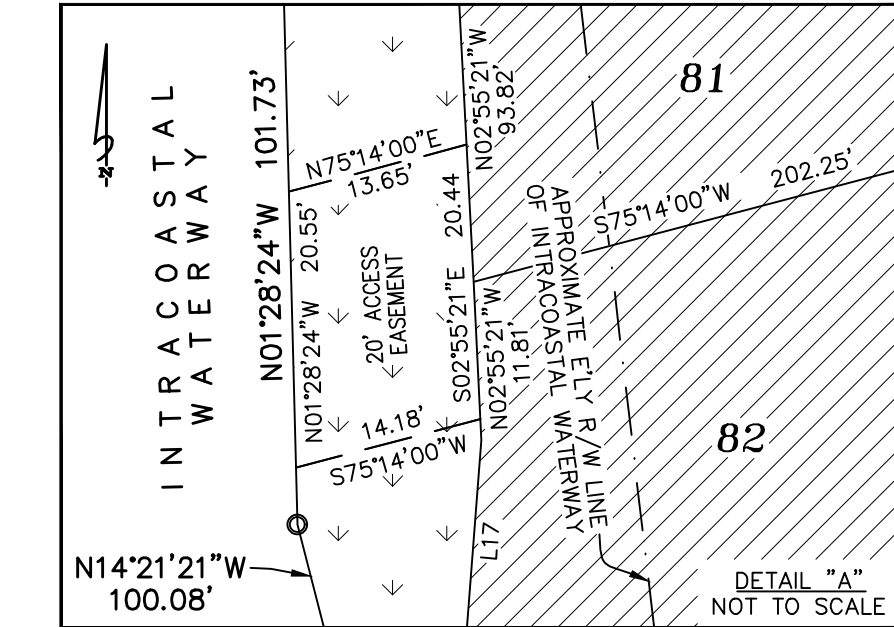
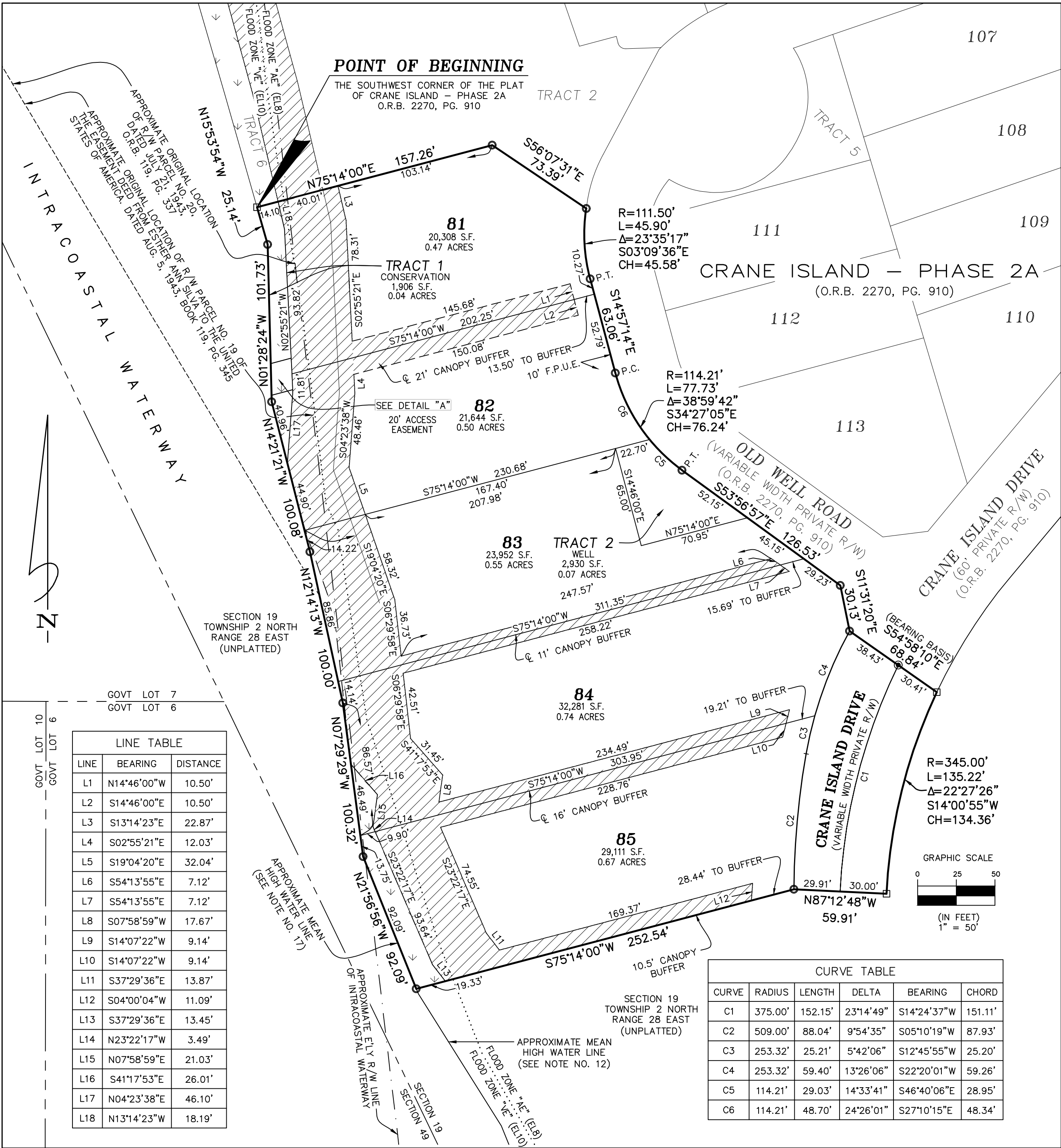
STATE OF FLORIDA
COUNTY OF NASSAU

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, BY MEANS OF ____ PHYSICAL PRESENCE OR ____ ONLINE NOTARIZATION, THIS ____ DAY OF ____, 2020, A.D., BY JACK B. HEALAN JR., EXECUTIVE VICE PRESIDENT OF THE RANGE AT CRANE ISLAND, LLC, A FLORIDA LIMITED LIABILITY COMPANY, ON BEHALF OF THE COMPANY, WHO IS PERSONALLY KNOWN TO ME.

NOTARY PUBLIC, STATE OF FLORIDA COMMISSION # _____
TYPE OR PRINT NAME: _____ MY COMMISSION EXPIRES _____

GENERAL NOTES

- "NOTICE" THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF NASSAU COUNTY.
- BEARINGS SHOWN HEREON ARE BASED ON THE SOUTHWESTERLY LINE OF CRANE ISLAND—PHASE 2A PLAT, AS RECORDED IN OFFICIAL RECORDS BOOK 2270, PAGE 910 AS SOUTH 54°58'10" EAST, PER THE STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE, N.A.D. 1983, 1990 N.G.S. ADJUSTMENT (GRID BEARINGS). COORDINATES SHOWN HEREON ARE STATE PLANE COORDINATES FOR THE EAST ZONE OF FLORIDA (NAD 1983 1990 NGS ADJUSTMENT), AND WERE ESTABLISHED BY CONVENTIONAL SURVEYING MEANS WITH AN ERROR OF CLOSURE NOT EXCEEDING (1:20,000).
- THE CURRENT ZONING FOR THE LANDS SHOWN ON THIS PLAT AS THE DATE OF RECORDING IS "PUD", "PLANNED UNIT DEVELOPMENT".
- BUILDING RESTRICTION SETBACK LINES SHALL BE IN ACCORDANCE WITH THE CURRENT PUD ORDINANCE AND CURRENTLY ARE AS FOLLOWS: FRONT LINES—TEN (10) FEET, SIDE LINES—SEVEN AND ONE HALF (7.5) FEET, REAR LINES—TEN (10) FEET (UNLESS SHOWN OTHERWISE), MAXIMUM LOT COVERAGE WILL BE 60%.
- NO FURTHER SUBDIVISION OF LOTS IS ALLOWED UNLESS SUCH SUBDIVISION CONFORMS TO CITY OF FERNANDINA BEACH SUBDIVISION REGULATIONS AND IS APPROVED BY THE CITY OF FERNANDINA BEACH.
- THIS PROPERTY IS SUBJECT TO STORM SURGE INUNDATION DURING A CATEGORY 1 & 2 HURRICANE ACCORDING TO THE STORM SURGE ATLAS FOR NASSAU COUNTY PER MAP PROVIDED BY NORTHEAST FLORIDA REGIONAL PLANNING COUNCIL.
- THE JURISDICTIONAL WETLANDS SHOWN HEREON ARE ACCORDING TO A MAP OF SAID WETLANDS PRODUCED BY THIS FIRM, DATED 11/17/2004 AND REVISED 2/20/2006. THE WETLANDS DETERMINATION AND FLAGGING WAS PERFORMED BY ENVIRONMENTAL SERVICES, INC.
- CURRENT LAW PROVIDES THAT NO CONSTRUCTION, FILLING, REMOVAL OF EARTH, CUTTING OF TREES OR OTHER PLANTS SHALL TAKE PLACE WATER WARD OF THE JURISDICTIONAL WETLAND LINES OR WITHIN THE VEGETATED NATURAL BUFFER AS DEPICTED ON THIS PLAT WITHOUT THE WRITTEN APPROVAL OF NASSAU COUNTY AND OTHER REGULATORY AGENCIES WITH JURISDICTION OVER SUCH WETLANDS. IT IS THE RESPONSIBILITY OF THE LOT OWNER, HIS AGENT AND THE ENTITY PERFORMING ANY ACTIVITY WITHIN THE WETLAND AREA TO ACQUIRE THE NECESSARY WRITTEN APPROVALS PRIOR TO THE BEGINNING OF ANY WORK. THIS WETLAND JURISDICTIONAL LINE MAY BE SUPERSEDED AND REDefined FROM THE TIME TO TIME BY THE APPROPRIATE GOVERNMENTAL AGENCIES.
- TOTAL NUMBER OF LOTS: 5 LOTS IN PHASE 2B.
- THE LANDS SHOWN HEREON LIE WITHIN FLOOD ZONE "AE" (EL 8) (AREAS SUBJECT TO FLOODING BY THE 1% ANNUAL CHANCE FLOOD, BASE FLOOD ELEVATIONS DETERMINED) AND FLOOD ZONE "VE" (EL 10) (COASTAL AREAS WITH A 1% OR GREATER CHANCE OF FLOODING AND AN ADDITIONAL HAZARD ASSOCIATED WITH STORM WAVES.), AS SHOWN ON FLOOD INSURANCE RATE MAP 12089C0376G, COMMUNITY NO. 120170, DATED AUGUST 2, 2017 HOWEVER, THE FLOOD INSURANCE RATE MAPS ARE SUBJECT TO CHANGE.
- "CANOPY BUFFERS SHALL BE MAINTAINED IN THEIR NATURAL VEGETATED CONDITION. NATIVE VEGETATION REMOVED OR DESTROYED WITHIN THE UPLAND BUFFER IN VIOLATION OF NASSAU COUNTY COMPREHENSIVE PLAN POLICY 1.04A.03 SHALL BE RESTORED. THESE AREAS SHALL BE REPLANTED WITH COMPARABLE NATIVE VEGETATIVE SPECIES AS WERE REMOVED OR DESTROYED. NOXIOUS AND NON-NATIVE INVASIVE PLANT MATERIALS CAN BE REMOVED. DEAD VEGETATION CAN BE REMOVED. LIMBING CAN OCCUR WITHIN THE BUFFERS, PROVIDED THAT THE LIMBS TO BE REMOVED ARE LESS THAN THREE (3) INCHES IN DIAMETER."
- MEAN HIGH WATER LINE AS ESTABLISHED BY CLARY & ASSOC, MAP FILE NO. R3-58B, DATED DECEMBER 1, 1987.
- THE SECTION LINES AND CORNERS AS SHOWN HEREON ARE BASED ON THE ORIGINAL GOVERNMENT SURVEYS PERFORMED IN 1831 & 1849 AND THE SUBSEQUENT TOWNSHIP PLATS DATED JAN. 1834, JULY 5, 1849, & MARCH 21, 1884.



SURVEYOR'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, BEING CURRENTLY LICENSED AND REGISTERED BY THE STATE OF FLORIDA, AS A LAND SURVEYOR, DOES HEREBY CERTIFY THAT HE/SHE HAS COMPLETED THE SURVEY OF LANDS, AS SHOWN ON THE FOREGOING PLAT, THAT SAID PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED, THAT THE PLAT WAS PREPARED UNDER HIS OR HER DIRECTION AND SUPERVISION AND THAT THE PLAT COMPLIES WITH ALL OF THE SURVEY REQUIREMENTS OF CHAPTER 177, PART I, PLATING, FLORIDA STATUTES, THAT PERMANENT REFERENCE MONUMENTS HAVE BEEN PLACED IN ACCORDANCE WITH SECTION 177.091 (7) AND PERMANENT CONTROL POINTS WILL BE SET IN ACCORDANCE WITH SECTION 177.091 (8).

SIGNED AND SEALED THIS ____ DAY OF ____, 2020.

MICHAEL J. COLLIGAN
FLORIDA REGISTERED LAND SURVEYOR NO. 6788
CLARY AND ASSOCIATES
L.B. NO. 3731
3830 CROWN POINT ROAD JACKSONVILLE, FLORIDA 32257

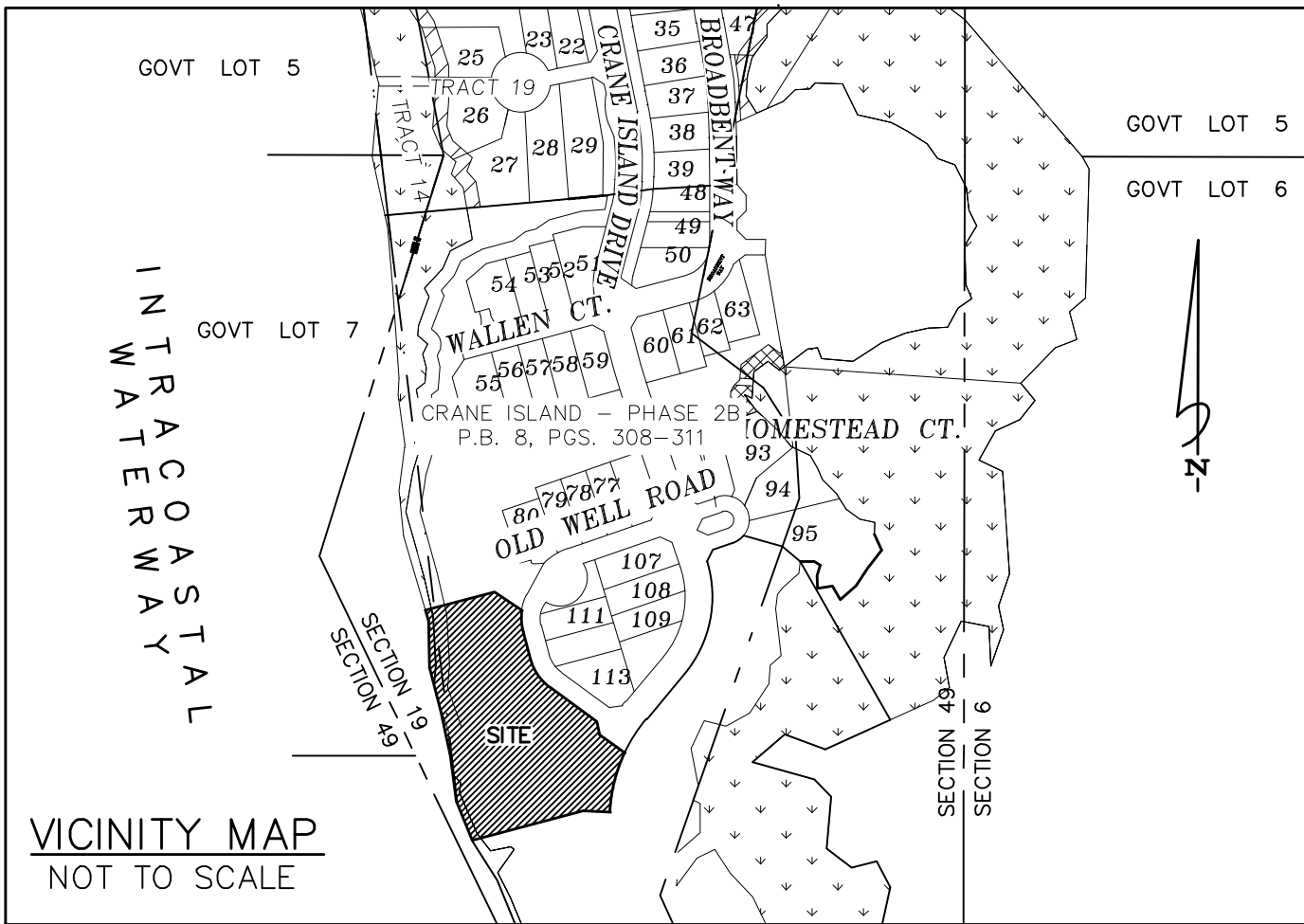
LEGEND

- R/W = RIGHT OF WAY
- P.B. = PLAT BOOK
- O.R.B. = OFFICIAL RECORDS BOOK
- PG(S) = PAGE(S)
- R = CHORD DISTANCE
- CH = CHORD
- R = RADIUS
- Δ = DELTA ANGLE
- L = ARC LENGTH
- C = CENTERLINE
- P.C. = POINT OF CURVATURE
- P.T. = POINT OF TANGENCY
- P.R.C. = POINT OF REVERSE CURVATURE
- N.O. = NUMBER
- SURVMD = ST. JOHN'S RIVER WATER MANAGEMENT DISTRICT
- D.E. = DRAINAGE EASEMENT
- D.&A.E. = DRAINAGE AND ACCESS EASEMENT
- B.R.L. = BUILDING RESTRICTION LINE
- ID. = IDENTIFICATION
- C1 = TABULATED CURVE DATA
- L1 = TABULATED LINE DATA
- F.P.U.E. = FLORIDA PUBLIC UTILITIES EASEMENT
- U.E. = UTILITY EASEMENT
- T.L.O. = TIE LINE ONLY
- ATB = APPROXIMATE TOP OF BANK
- S.F. = SQUARE FEET
- GOVT. = GOVERNMENT
- (TYP.) = TYPICAL
- = PERMANENT CONTROL POINT STAMPED P.C.P. LB 3731
- = 4"x4" CONCRETE MONUMENT STAMPED P.R.M. LB 3731
- = 5/8" IRON ROD WITH CAP "P.R.M. LB 3731"

- ☐ = DENOTES JURISDICTIONAL WETLANDS
- ▨ = DENOTES CANOPY BUFFER
- ▩ = DENOTES NATURAL PRESERVED AREA

OFFICIAL RECORDS BOOK PAGE

5 LOTS AND 2 TRACTS, IN THIS PHASE



MAYOR CERTIFICATE

THIS PLAT HAS BEEN EXAMINED AND IS HEREBY ACCEPTED AND APPROVED BY CITY COMMISSION OF FERNANDINA BEACH, NASSAU COUNTY, FLORIDA, PRUJUNT TO A RESOLUTION OF SAID COMMISSION ADOPTED THIS ____ DAY OF ____, A.D. 2020.

BY: _____
MAYOR

APPROVED FOR THE RECORD

THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN APPROVED BY THE CITY MANAGER OF THE CITY OF FERNANDINA BEACH, NASSAU COUNTY, FLORIDA. THIS ____ DAY OF ____, A.D. 2020.

BY: _____
CITY MANAGER

DIRECTOR OF EMERGENCY SERVICES CERTIFICATE

THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN APPROVED BY THE DIRECTOR OF EMERGENCY SERVICES OF THE CITY OF FERNANDINA BEACH, NASSAU COUNTY, FLORIDA. THIS ____ DAY OF ____, A.D. 2020.

BY: _____
DIRECTOR OF EMERGENCY SERVICES

ZONING CERTIFICATION

I HEREBY CERTIFY THAT THIS PLAT HAS BEEN EXAMINED BY ME AND IS IN COMPLIANCE WITH THE ZONING RULES AND REGULATIONS OF THE CITY OF FERNANDINA BEACH, NASSAU COUNTY, FLORIDA CURRENTLY IN EFFECT.

SIGNED THIS ____ DAY OF ____, A.D. 2020

BY: _____
DIRECTOR OF PLANNING

CERTIFICATE OF CLERK

I HEREBY CERTIFY THAT THIS PLAT HAS BEEN EXAMINED AND THAT IT COMPLIES IN FORM WITH THE REQUIREMENTS OF CHAPTER 177.061, FLORIDA STATUTES, AND IS FILED FOR RECORDED IN OFFICIAL RECORDS BOOK ____ PAGE ____ OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA ON THIS ____ DAY OF ____, A.D. 2020.

BY: _____
CLERK OF THE CIRCUIT COURT STATE OF FLORIDA

COUNTY TAX COLLECTOR'S CERTIFICATE

PARCEL IDENTIFICATION NUMBERS: 19-2N-28-0000-0001-0060

AD-VALOREM TAXES ARE PAID IN FULL ON ALL PARCELS DESCRIBED ON THIS PLAT FOR THE YEARS PRECEDING THE RECORDING DATE OF THIS PLAT. SIGNED THIS ____ DAY OF ____, A.D. 2020.

BY: _____
TAX COLLECTOR, NASSAU COUNTY, FLORIDA

CERTIFICATE OF REVIEW BY CITY-EMPLOYED/ CONTRACTED SURVEYOR/MAPPER

I HEREBY CERTIFY THAT I HAVE REVIEWED THIS PLAT FOR CONFORMITY TO CHAPTER 177, FLORIDA STATUTES AND THAT I AM EMPLOYED BY OR UNDER CONTRACT TO THE APPROPRIATE LOCAL GOVERNING BODY AND ACTING HERETO AS AN AGENT THEREOF. THIS LIMITED CERTIFICATION AS TO FACIAL CONFORMITY WITH REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, IS NOT INTENDED TO BE AND SHOULD NOT BE CONSTRUED AS A CERTIFICATION OF ACCURACY OR QUALITY OF THE SURVEYING / MAPPING REFLECTED ON THIS PLAT.

SURVEYOR/MAPPER _____ DATE _____

PRINT NAME: _____

FLORIDA REGISTRATION NO. _____

Clary & Associates
PROFESSIONAL SURVEYORS & MAPPERS
LB NO. 3731
3830 CROWN POINT ROAD
JACKSONVILLE, FLORIDA 32257
(904) 260-2703
WWW.CLARYASSOC.COM

Map Showing a Boundary Survey

A PORTION OF SECTION 19, "CRANE ISLAND", TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF THE PLAT OF CRANE ISLAND - PHASE 2A, AS RECORDED IN OFFICIAL RECORDS BOOK 2270, PAGE 910, INCLUSIVE, OF THE PUBLIC RECORDS OF SAID NASSAU COUNTY, THENCE EASTERLY, SOUTHEASTERLY AND SOUTHERLY, ALONG THE SOUTHERLY BOUNDARY LINE OF SAID CRANE ISLAND - PHASE 2A, RUN THE FOLLOWING EIGHT (8), COURSES AND DISTANCES: COURSE NO. 1: NORTH 75°14'00" EAST, 157.26 FEET; COURSE NO. 2: SOUTH 56°07'31" EAST, 73.39 FEET, TO THE ARC OF A CURVE LEADING SOUTHERLY; COURSE NO. 3: SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 111.50 FEET, AN ARC DISTANCE OF 45.90 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 03°09'36" EAST, 45.58 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 4: SOUTH 14°57'14" EAST, 63.06 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; COURSE NO. 5: SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 114.21 FEET, AN ARC DISTANCE OF 77.73 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 34°27'05" EAST, 76.24 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 6: SOUTH 53°56'57" EAST, 126.53 FEET; COURSE NO. 7: SOUTH 11°31'20" EAST, 30.13 FEET; COURSE NO. 8: SOUTH 54°58'10" EAST, 68.84 FEET, TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 345.00 FEET, AN ARC DISTANCE OF 135.22 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 14°00'55" WEST, 134.36 FEET; THENCE NORTH 87°12'48" WEST, 59.91 FEET; THENCE SOUTH 75°14'00" WEST, 252.54 FEET, TO THE APPROXIMATE MEAN HIGH WATER LINE AS SHOWN ON THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION MEAN HIGH WATER SURVEY FILE NO. 713, DATED DECEMBER 1987 (ESTABLISHED BY CLARY & ASSOCIATES, IN ACCORDANCE WITH CHAPTER 177, PART II, FLORIDA STATUTES, CHAPTER 18-5 F.A.C. AND CHAPTER 21HH-6, F.A.C., AND SHOWN ON CLARY & ASSOCIATES MAP, FILE NO. R3-5B); THENCE NORTHWESTERLY, NORTHEASTERLY AND NORTHERLY ALONG LAST SAID LINE, RUN THE FOLLOWING SIX (6) COURSES AND DISTANCES: COURSE NO. 1: NORTH 21°56'56" WEST, 92.09 FEET; COURSE NO. 2: NORTH 07°29'29" WEST, 100.32 FEET; COURSE NO. 3: NORTH 12°14'13" WEST, 100.00 FEET; COURSE NO. 4: NORTH 14°21'21" WEST, 100.08 FEET; COURSE NO. 5: NORTH 01°28'24" WEST, 101.73 FEET; COURSE NO. 6: NORTH 15°53'54" WEST, 25.14 FEET, TO THE POINT OF BEGINNING.

CONTAINING 3.26 ACRES, MORE OR LESS.

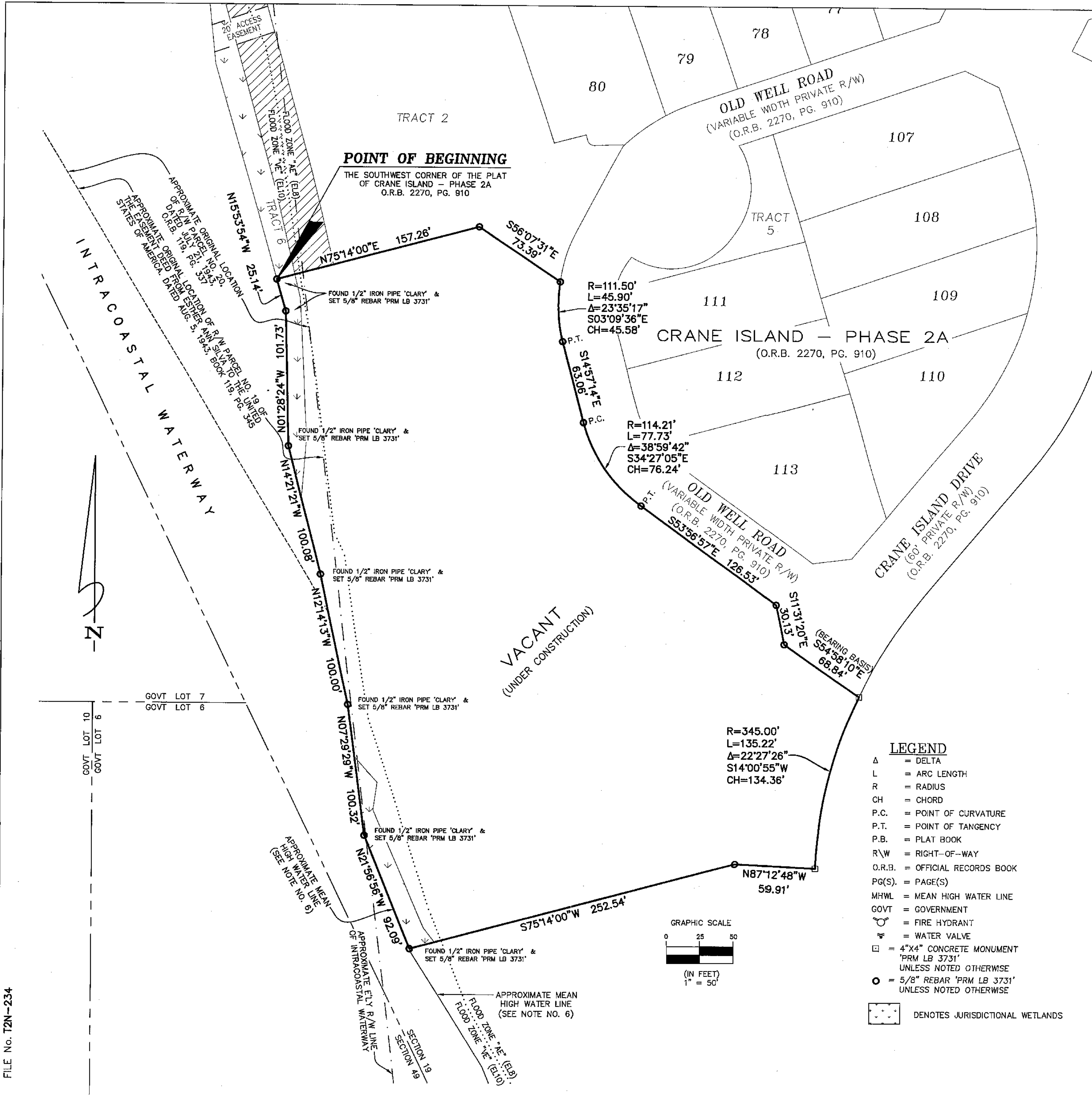
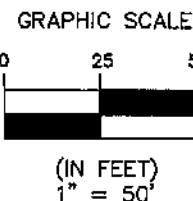
FOR: THE RANGE AT CRANE ISLAND LLC

GENERAL NOTES

- BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF TRACT 14, AS NORTH 84°54'19" EAST, AS SHOWN ON THE PLAT OF CRANE ISLAND - PHASE 1, AS RECORDED IN PLAT BOOK 8, PAGES 308 THROUGH 311, INCLUSIVE, OF THE PUBLIC RECORDS OF SAID NASSAU COUNTY, AND ARE REFERENCED TO THE STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE, N.A.D. 1983, 1990 N.G.S. ADJUSTMENT (GRID BEARINGS).
- WATERWARD BOUNDARY LINE SHOWN WAS DIGITIZED FROM AERIAL PHOTOGRAPH NEGATIVE NO. A20 12089 174-12, AERIAL NO. B/10, TAKEN JANUARY 22, 1974. AS PROVIDED BY THE NASSAU COUNTY PROPERTY APPRAISER'S OFFICE. (SEE CLARY & ASSOC., INC. MAP FILE NO. T2N-57).
- TITLE TO THIS SUBMERGED LAND IS NOT TO BE CONSTRUED AS BEING CONVEYED BY CHAPTER 253.12 FLORIDA STATUTES.
- THE SECTION LINES AND GOVERNMENT LOT LINES AS SHOWN HEREON ARE BASED ON THE ORIGINAL GOVERNMENT SURVEYS PERFORMED IN 1831 & 1849 AND THE SUBSEQUENT TOWNSHIP PLATS DATED JAN. 1834, JULY 5, 1849, & MARCH 21, 1884.
- CROSS REFERENCE: CLARY & ASSOC.: FILE NO. R1-9D, R3-5B, T2N-35, T2N-57B.
- MEAN HIGH WATER LINE AS ESTABLISHED BY CLARY & ASSOC. MAP FILE NO. R3-5B, DATED DECEMBER 1, 1987.
- INTERIOR FENCES, WELLS, TRAIL ROADS, UNDERGROUND STRUCTURES, DITCHES, DRAINAGE WAYS OR JURISDICTIONAL AREAS, IF ANY WERE NOT LOCATED EXCEPT AS SHOWN HEREON.
- INTERIOR IMPROVEMENTS NOT LOCATED EXCEPT AS SHOWN.
- THE LANDS SHOWN HEREON LIE WITHIN FLOOD ZONE "AE" (AREAS SUBJECT TO FLOODING BY THE 1% ANNUAL CHANCE FLOOD. BASE FLOOD ELEVATIONS DETERMINED) AND FLOOD ZONE "VE" (COASTAL AREAS WITH A 1% OR GREATER CHANCE OF FLOODING AND AN ADDITIONAL HAZARD ASSOCIATED WITH STORM WAVES), AS SHOWN ON FLOOD INSURANCE RATE MAP 12089C0376G, COMMUNITY NO. 120170, DATED AUGUST 2, 2017 HOWEVER, THE FLOOD INSURANCE RATE MAPS ARE SUBJECT TO CHANGE.

LEGEND

- Δ = DELTA
- L = ARC LENGTH
- R = RADIUS
- CH = CHORD
- P.C. = POINT OF CURVATURE
- P.T. = POINT OF TANGENCY
- P.B. = PLAT BOOK
- R/W = RIGHT-OF-WAY
- O.R.B. = OFFICIAL RECORDS BOOK
- PG(S). = PAGE(S)
- MHWL = MEAN HIGH WATER LINE
- GOVT = GOVERNMENT
- ⊙ = FIRE HYDRANT
- ⊙ = WATER VALVE
- = 4"x4" CONCRETE MONUMENT 'PRM LB 3731' UNLESS NOTED OTHERWISE
- = 5/8" REBAR 'PRM LB 3731' UNLESS NOTED OTHERWISE
- ⬢ = DENOTES JURISDICTIONAL WETLANDS



REVISION DATE	DRAFTER	WORK ORDER NO.	REASON FOR REVISION

THIS MAP OR SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, UNLESS OTHERWISE SHOWN AND STATED HEREON.

THIS DRAWING, SKETCH, PLAT OR MAP IS NOT VALID UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER (CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE).

THIS MAP OR SURVEY IS FOR THE EXCLUSIVE USE OF THE ENTITIES NAMED HEREON. THE CERTIFICATION SHOWN HEREON DOES NOT EXTEND TO ANY UNNAMED PARTY.

Clary & Associates
PROFESSIONAL SURVEYORS & MAPPERS
LB NO. 3731
3830 CROWN POINT ROAD
JACKSONVILLE, FLORIDA 32257
(904) 280-2703
WWW.CLARYASSOC.COM

Michael J. Colligan
MICHAEL J. COLLIGAN, P.S.M. CERT. NO. 6788

Acknowledgment and Waiver of Rights: Fernandina Beach CMT Hearing

I, the undersigned Applicant or Agent, and Property Owner, hereby acknowledge and agree that:

- Applicant and/or Property Owner has the option of deferring their case to be heard at a future date under established non-emergency procedures.
- Applicant and/or Property Owner knowingly and willingly chooses to proceed to hearing under the Communications Media Technology (CMT) Quasi-Judicial, Legislative, and Administrative Hearing Procedures for the City of Fernandina Beach.
- CMT procedures are held only during a declared State of Emergency by the Governor. Such procedures may or may not comply with Florida Statutes or case law governing Quasi-Judicial, Legislative, or Administrative Hearings. CMT procedures must comply with Section 120.54(5)(b)(2), Fla. Stats.
- For quasi-judicial hearing: An opportunity for persons to speak on each agenda item or case will be made available after the applicant and staff have made their presentations on each item. All testimony, including public testimony and evidence by affected parties, will be made under oath or affirmation. Additionally, each person who gives testimony may be subject to cross-examination. If you do not wish to be either cross-examined or sworn, your testimony will be given its due weight. Affected parties will be permitted to cross-examine witnesses and parties. However, the public may request the Board Chair or moderator to ask questions of parties or witnesses on their behalf. Persons representing organizations must present evidence of their authority to speak for the organization.
- For all quasi-judicial hearings except appeals, witness lists and exhibits to be presented by applicants and affected parties must be submitted to the City Attorney's Office three (3) business days in advance of the hearing. "Affected Parties" are defined as residents of the City.
- Decisions and Orders of any board or commission may be subject to challenge by private parties, government agencies, and affected or aggrieved persons. Further, such Orders or Decisions are subject to be overturned by a court of competent jurisdiction. Applicant and/or Property Owner agree to indemnify and hold harmless the City of Fernandina Beach, its boards and commission, staff, and appointed and elected officials, for any and all claims arising out of Applicant and/or Property Owner's decision to proceed to hearing utilizing CMT procedures. Applicant and/or Property Owner agree to pay all reasonable attorneys' fees and costs incurred by the City in defending the decision or order of the board or commission utilizing CMT procedures related to your hearing.
- Applicant and/or Property Owner fully understand the risks and costs of litigation and have independently assessed these risks and costs and choose to proceed with hearing of the application utilizing CMT procedures.

Applicant and/or Property Owner further acknowledges that they have had an opportunity to consult with and be represented by counsel of their choosing and is advised to do so. Applicant and/or Property Owner freely, without duress or coercion, and based on Applicant's and/or Property Owner's own judgment wish to proceed with hearing of their application utilizing CMT hearing procedures.

PROPERTY OWNER

SIGNATURE: _____

NAME: _____

STATE OF FLORIDA
COUNTY OF NASSAU

I HEREBY CERTIFY that on this day, personally appeared before me, by means of ☐ physical presence or ☐ online notarization, _____, who is personally known to me or who has produced _____ as identification, who is the person described in and who executed the foregoing instrument and who acknowledged before me that he/she executed the same for the uses and purposes therein expressed.

Witness my hand and official seal, this _____ day of _____, 2020.

Notary Public, State of Florida

PROPERTY OWNER'S AGENT

SIGNATURE: _____

NAME: Emily Gardiner Pierce

STATE OF FLORIDA
COUNTY OF NASSAU

I HEREBY CERTIFY that on this day, personally appeared before me, by means of ☒ physical presence or ☐ online notarization, _____, who is personally known to me or who has produced _____ as identification, who is the person described in and who executed the foregoing instrument and who acknowledged before me that he/she executed the same for the uses and purposes therein expressed.

Witness my hand and official seal, this 11th day of MAY, 2020.

Aimee A. Lopian
Notary Public, State of Florida



ORDINANCE 2013 - 16

AN ORDINANCE AMENDING ORDINANCE NO. 2006-80, WHICH REZONED AND RECLASSIFIED PROPERTY TO A ZONING CLASSIFICATION OF PLANNED UNIT DEVELOPMENT (PUD) KNOWN AS "CRANE ISLAND"; SPECIFICALLY MODIFYING EXHIBIT "B", PRELIMINARY DEVELOPMENT PLAN, AND EXHIBIT "C", PUD CONDITIONS, PERTAINING TO DEVELOPMENT PERMITTED ON THE 207.44 ACRE SITE AS SHOWN IN EXHIBIT "A"; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners adopted Ordinance 2006-80 on October 30, 2006, creating the Crane Island PUD; and

WHEREAS, Lynwood Willis & Jane T. Willis, Robert H. Still & Michael Abney, as Co-Trustees of Lynwood G. Willis & Jane T. Willis Trust U/D/O December 31, 1992, Vincent Graham, Piedmont Square, LLC, have authorized Gillette & Associates, Inc. to file Application R13-005 to amend the Crane Island PUD Preliminary Development Plan and to amend the PUD conditions; and

WHEREAS, the Nassau County Planning and Zoning Board, after due notice conducted a public hearing on August 6, 2013 and voted to recommend approval of R13-005 to the Commission; and

WHEREAS, taking into consideration the above recommendations, the Commission finds that such rezoning is consistent with the 2030 Comprehensive Plan and the orderly development of Nassau County; and

WHEREAS, the Board of County Commissioners held a public hearing on August 12, 2013; and

WHEREAS, public notice of all hearings has been provided in accordance with Chapters 125 Florida Statutes and the Nassau County Land Development Code.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, AS FOLLOWS:

SECTION 1. FINDINGS: That the proposed amendment to the Crane Island PUD Preliminary Development Plan is generally consistent with the goals, objectives and policies of the 2030 Comprehensive Plan in particular Policies FL.01.02(G), FL.10.06, FL.11.02, Future Land Use Element, Policy CS.02.02, Conservation Element, and Policy CEV.04.02, Coastal Management Element.

SECTION 2. PUD AMENDED: The real property described in Section 3, known as the Crane Island PUD, is amended as follows:

- A) The conditions of the PUD, adopted in Ordinance 2006-80 are amended as shown in Exhibit "C"; to amend the PUD conditions and Preliminary Development Plan to remove the planned 90-slip private marina and boat basin and reduce the number of permissible public docks or piers from four (4) to three (3). All other conditions adopted for this PUD in Ordinance 2006-80 (Exhibit C) shall remain in force.
- B) The Preliminary Development Plan (PDP) for the PUD, attached as Exhibit "B."

SECTION 3. OWNER AND DESCRIPTION: The land reclassified by this Ordinance is owned by Lynwood Willis & Jane T. Willis, Robert H. Still & Michael Abney, as Co-Trustees of Lynwood G. Willis & Jane T. Willis Trust U/D/O December 31, 1992, Vincent Graham, Piedmont Square, LLC and is identified by the legal description attached as Exhibit "A", and the Preliminary Development Plan (PDP) attached as Exhibit "B".

SECTION 4. EFFECTIVE DATE: This Ordinance shall become effective after filing with the Secretary of State.

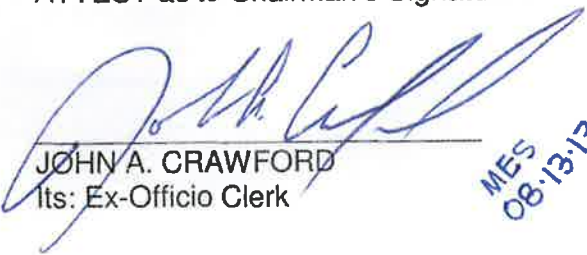
PASSED AND ADOPTED THIS 12th DAY OF August, 2013.

BOARD OF COUNTY COMMISSIONERS

NASSAU COUNTY, FLORIDA


DANIEL B. LEEPER
Its: Chairman

ATTEST as to Chairman's Signature:


JOHN A. CRAWFORD
Its: Ex-Officio Clerk

MES
08-13-13

Approved as to form and legality by the
Nassau County Attorney:


DAVID A. HALLMAN,
County Attorney

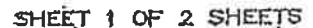
EXHIBIT A



Civil & Environmental Engineering • Mechanical & Structural Engineering • Construction Management

LEGAL DESCRIPTIONS

Legal Description and Property Survey of 207.44 Acres



JOB No. 2004-674

LEGEND

RAW	=	ROUGH-DRY-FLY
PC	=	POINT OF CURVATURE
PT	=	POINT OF TANGENCY
ONT	=	OFFSHORE, NEOSOMA
	=	VOLCANIC
MS	=	FLAT ROCK
MSY	=	MADE(S)
	=	ARC LENGTH
1	=	TANGENT
1	=	RADIUS
CH	=	CHORD
A	=	AREA

MAP SHOWING

A PORTION OF SECTION 19, "CRANEY ISLAND," AND A PORTION OF SECTIONS 6 AND 49, ALL IN TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SAID SECTION 6; THENCE NORTH 89°48'01" WEST, ALONG THE NORTH LINE OF SAID SECTION 49, A DISTANCE OF 108.43 FEET, TO THE EASTERLY BOUNDARY OF SAID SECTION 19, "CRANEY ISLAND," AND A POINT HEREINAFTER REFERRED TO AS REFERENCE POINT "A"; THENCE RETURN TO THE POINT OF BEGINNING; THENCE SOUTH 89°48'01" EAST, ALONG THE NORTHERLY LINE OF SAID SECTION 6, A DISTANCE OF 1143.72 FEET TO ITS INTERSECTION WITH THE ORIGINAL GOVERNMENT MEANDER LINE OF SECTION 6, AS SURVEYED BY WASHINGTON AND WILLIS, DATED 1831; THENCE SOUTHWESTERLY AND SOUTHEASTERLY, ALONG SAID ORIGINAL GOVERNMENT MEANDER LINE OF SECTION 6, RUN THE FOLLOWING SIX (6) COURSES AND DISTANCES: COURSE NO. 1: SOUTH 23°19'40" WEST, 1246.33 FEET; COURSE NO. 2: SOUTH 00°10'48" WEST, 327.88 FEET; COURSE NO. 3: SOUTH 09°33'08" EAST, 1782.00 FEET; COURSE NO. 4: SOUTH 35°10'48" WEST, 330.00 FEET; COURSE NO. 5: SOUTH 28°49'12" EAST, 198.00 FEET; COURSE NO. 6: SOUTH 00°49'12" EAST, 482.00 FEET; TO THE ORIGINAL GOVERNMENT MEANDER LINE OF SECTION 11, AS SURVEYED BY WASHINGTON AND WILLIS, DATED 1831; THENCE SOUTHEASTERLY, ALONG SAID ORIGINAL GOVERNMENT MEANDER LINE OF SECTION 11, RUN THE FOLLOWING THREE (3) COURSES AND DISTANCES: COURSE NO. 1: SOUTH 06°49'12" EAST, 860.00 FEET; COURSE NO. 2: SOUTH 29°49'12" EAST, 284.00 FEET; COURSE NO. 3: SOUTH 04°49'12" EAST, 250.83 FEET; TO THE SOUTH LINE OF GOVERNMENT LOT 6, SAID SECTION 6; THENCE SOUTH 90°00'00" WEST, ALONG LAST SAID LINE, AND ALONG THE SOUTH LINE OF GOVERNMENT LOT 6, SAID SECTION 49, A DISTANCE OF 2088.24 FEET, TO THE EASTERLY RIGHT-OF-WAY LINE OF THE INTRACASTAL WATERWAY; THENCE NORTH 08°49'00" WEST, ALONG LAST SAID LINE, 2749.82 FEET, TO THE MEAN HIGH WATER LINE (AS ESTABLISHED BY CLARY & ASSOCIATES, IN ACCORDANCE WITH CHAPTER 177, PART II, FLORIDA STATUTES, CHAPTER 18-B, F.A.C. AND CHAPTER 21HH-6, F.A.C., AS SHOWN ON CLARY & ASSOCIATES MAP, FILE NO. T2N-35); THENCE NORTHEASTERLY AND NORTHWESTERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING TWO (2) COURSES AND DISTANCES: COURSE NO. 1: NORTH 05°01'54" EAST, 88.33 FEET; COURSE NO. 2: NORTH 13°25'31" WEST, 118.34 FEET; TO THE AFORESAID EASTERLY RIGHT-OF-WAY LINE OF THE INTRACASTAL WATERWAY; THENCE NORTH 06°49'00" WEST, ALONG LAST SAID LINE, 479.72 FEET TO SAID MEAN HIGH WATER LINE (AS ESTABLISHED BY CLARY & ASSOCIATES, IN ACCORDANCE WITH CHAPTER 177, PART II, FLORIDA STATUTES, CHAPTER 18-B, F.A.C. AND CHAPTER 21HH-6, F.A.C., AS SHOWN ON CLARY & ASSOCIATES MAP, FILE NO. T2N-35); THENCE NORTHEASTERLY AND NORTHWESTERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING TWO (2) COURSES AND DISTANCES: COURSE NO. 1: NORTH 41°34'22" EAST, 108.80 FEET; COURSE NO. 2: NORTH 39°39'37" WEST, 148.00 FEET; TO THE AFORESAID EASTERLY RIGHT-OF-WAY LINE OF THE INTRACASTAL WATERWAY; THENCE NORTH 06°49'00" WEST, ALONG LAST SAID LINE, 367.48 FEET, TO SAID MEAN HIGH WATER LINE (AS ESTABLISHED BY CLARY & ASSOCIATES, IN ACCORDANCE WITH CHAPTER 177, PART II, FLORIDA STATUTES, CHAPTER 18-B, F.A.C. AND CHAPTER 21HH-6, F.A.C., AS SHOWN ON CLARY & ASSOCIATES MAP, FILE NO. T2N-35); THENCE NORTHEASTERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING TWO (2) COURSES AND DISTANCES: COURSE NO. 1: NORTH 02°17'02" EAST, 35.01 FEET; COURSE NO. 2: NORTH 88°55'33" EAST, 30.64 FEET; TO THE WESTERLY PROLONGATION OF THE SOUTHERLY BOUNDARY OF THOSE LANDS DESIGNATED AS PARCEL 1, AND DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 0539, PAGE 1099, OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 83°34'38" EAST, ALONG LAST SAID LINE, AND ALONG SAID SOUTHERLY LINE OF THOSE LANDS DESIGNATED AS PARCEL 1, AND DESCRIBED AND RECORDED IN SAID OFFICIAL RECORDS BOOK 0539, PAGE 1099, A DISTANCE OF 1700 FEET, MORE OR LESS, TO THE APPROXIMATE MEAN HIGH WATER LINE AS FIELD LOCATED JANUARY 15, 1987 AND AS SHOWN ON MAP OF SPECIFIC PURPOSE SURVEY BY SUNSHINE STATE SURVEYORS, INC. FILE NUMBER 87E-2218, MAP DATE FEBRUARY 20, 1987; THENCE NORTHEASTERLY, NORTHERLY, AND NORTHWESTERLY, ALONG SAID APPROXIMATE MEAN HIGH WATER LINE AS FIELD-LOCATED, JANUARY 15, 1987 AND AS SHOWN ON MAP OF SPECIFIC PURPOSE SURVEY BY SUNSHINE STATE SURVEYORS, INC. FILE NUMBER 87E-2218, MAP DATE FEBRUARY 20, 1987, A DISTANCE OF 2000 FEET, MORE OR LESS, TO AN INTERSECTION WITH THE AFORESAID EASTERLY BOUNDARY OF SECTION 19, "CRANEY ISLAND," SAID LINE BEARING SOUTH 18°12'08" EAST FROM REFERENCE POINT "A"; THENCE NORTH 18°12'08" WEST, ALONG LAST SAID LINE, 175 FEET, MORE OR LESS, TO REFERENCE POINT "A", AND TO CLOSE.

CONTAINING 207.44 ACRES, MORE OR LESS

SHEET 2 OF 2 SHEET

UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS DRAWING, SKETCH, PLAN OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

BEFORE OBSERVING GROUND AND STATED HEREON, THIS MAP OR SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS, CHAPTER 18017-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 471.037, FLORIDA STATUTES, AND DOES NOT NECESSARILY MEET ANY OTHER NATIONAL OR REGIONAL STANDARDS.

DATE JULY 13, 2004

SCALE 1" = 500'

CHECKED BY *[Signature]*

Clary & Associates, Inc.
PROFESSIONAL LAND SURVEYORS
3830 CROWN POINT ROAD, SUITE "A"
JACKSONVILLE, FLORIDA 32257
(904) 280-2703 FAX 904-2731

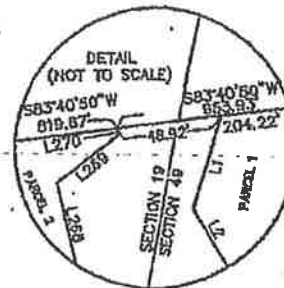
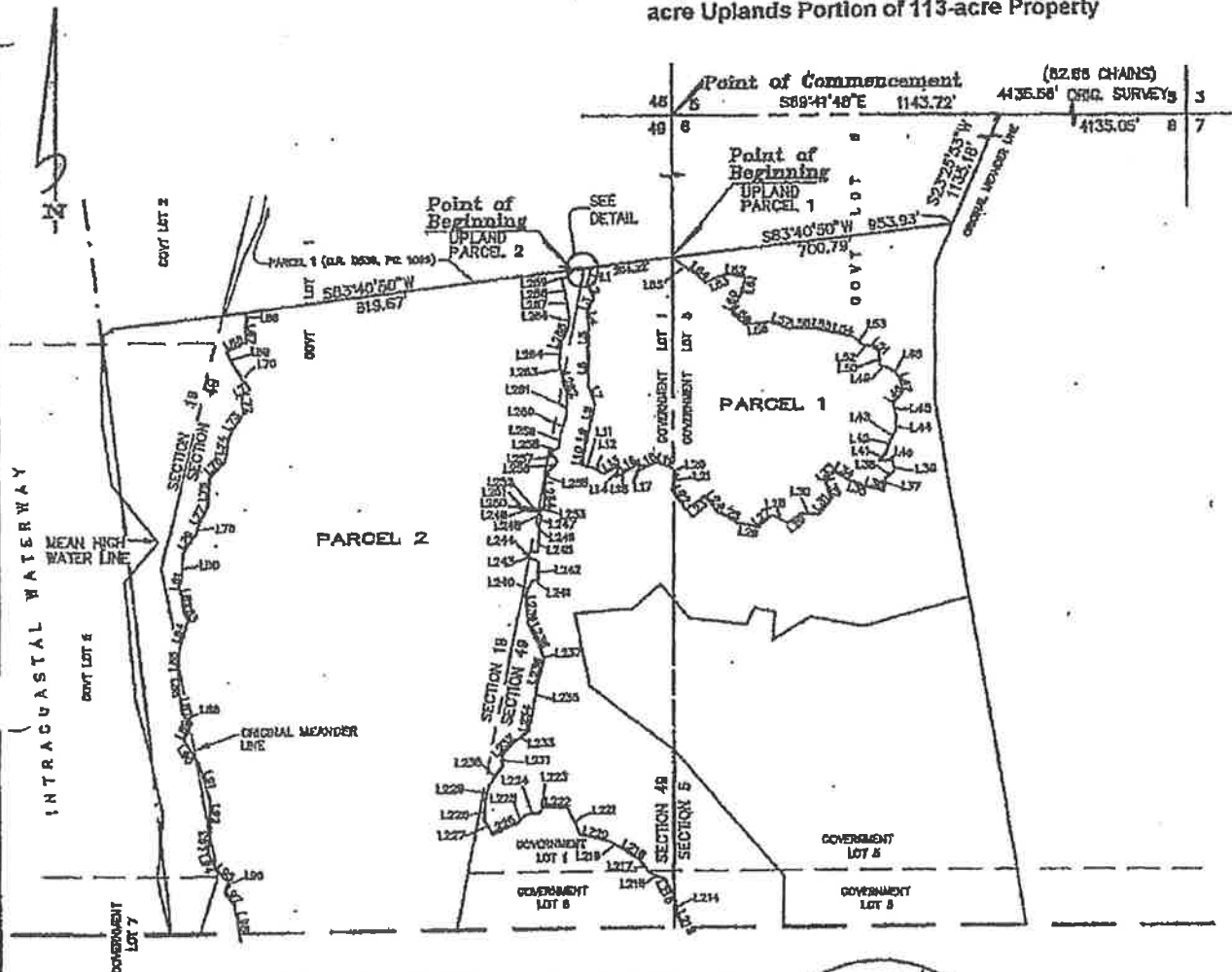
GREGORY B. CLARY, P.L.S. CERT. NO. 5377



LEGEND
N
S
E
W
POINT OF BEGINNING
POINT OF TERMINATION
OFFICIAL RECORDS
LINE
PLAT BOOK
RANGE
ARC LENGTH
TANGENT
CURVE
DELTA

MAP SHOWING

Exhibit A-1:
Legal Description and Property Survey of 71.58±
acre Uplands Portion of 113-acre Property



SHEET 1 OF 9

UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER
THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

DRAFTER: JLS
JOS No. 2005-393

UNLESS OTHERWISE SHOWN AND STATED HEREON, THIS MAP OR
SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH
IN THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS
QUARTER 619V-A, JOURNAL-ADMINISTRATIVE CODE, PURSUANT
SECTION 472.002, FLORIDA STATUTES, AND DOES NOT
NECESSARILY MEET ANY OTHER NATIONAL OR REGIONAL STANDARDS.

Clary & Associates, Inc.
PROFESSIONAL LAND SURVEYORS
3630 CROWN POINT ROAD SUITE "A"
JACKSONVILLE, FLORIDA 32257
(904) 260-2302 LB NO. 3731



DATE: MARCH 2006

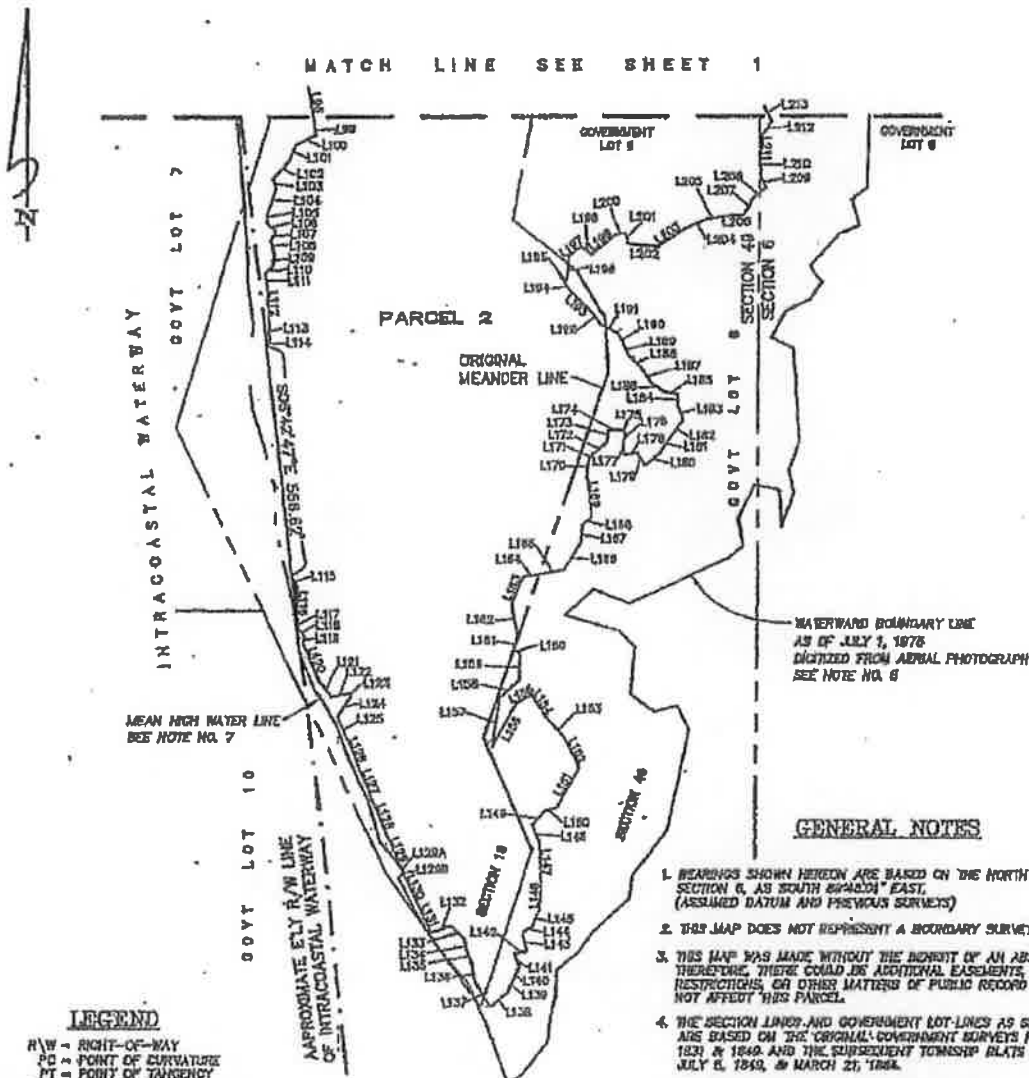
SCALE: N/A

CHECKED BY: W.S.

R. T. PRITMAN P.L.S. CERT NO. 1827

MAP SHOWING

MATCH LINE SEE SHEET 1



WATERWARD BOUNDARY LINE
AS OF JULY 1, 1876
DIGITIZED FROM AERIAL PHOTOGRAPH
SEE NOTE NO. 6

GENERAL NOTES

1. BEARINGS SHOWN HEREIN ARE BASED ON THE NORTH LINE OF SECTION 6, AS SOUTH 89°42'00" EAST, (ASSUMED DATUM AND PREVIOUS SURVEYS)
2. THIS MAP DOES NOT REPRESENT A BOUNDARY SURVEY.
3. THIS MAP WAS MADE WITHOUT THE BENEFIT OF AN ABSTRACT TITLE, THEREFORE, THERE COULD BE ADDITIONAL EASEMENTS, COVENANTS AND RESTRICTIONS, OR OTHER MATTERS OF PUBLIC RECORD THAT MAY OR MAY NOT AFFECT THIS PARCEL.
4. THE SECTION LINES AND GOVERNMENT LOT LINES AS SHOWN HEREIN ARE BASED ON THE ORIGINAL GOVERNMENT SURVEYS PERFORMED IN 1834 & 1849 AND THE SUBSEQUENT TOWNSHIP PLATS DATED JAN. 1834, JULY 6, 1849, & MARCH 21, 1864.
5. WETLAND LINES SHOWN HEREIN BASED ON MAP BY CLARY & ASSOCIATES FILE NO. T2N-57G, DATED JUNE 1, 1996.
6. X- REF: CLARY & ASSOC. FILE NO. H1-10, H3-03, T2N-35, T2N-57G37B SURVEY BY SUNSHINE STATE SURVEYOR, INC. FILE NO. 87E-0270.
7. MEAN HIGH WATER LINE AS ESTABLISHED BY CLARY & ASSOC. MAP FILE NO. H3-03, DATED DECEMBER 2, 1993.
8. WATERWARD BOUNDARY LINE SHOWN WAS DIGITIZED FROM AERIAL PHOTOGRAPH NEGATIVE NO. A20 12028-174-12, AERIAL NO. 6/16, TAKEN JANUARY 23, 1974, AS PROVIDED BY THE HASSAU COUNTY PROPERTY APPRAISER'S OFFICE. (SEE CLARY & ASSOC. INC. MAP FILE NO. T2N-37)

LEGEND

R/W = RIGHT-OF-WAY
PC = POINT OF CURVATURE
PT = POINT OF TANGENCY
O.R. = OFFICIAL RECORDS
PB = PLAT BOOK
PG(S) = PAGE(S)
L = ARC LENGTH
T = TANGENT
R = RADIUS
CH = CHORD
Δ = DELTA
PRC = POINT OF REVERSE CURVE
POC = POINT OF COMPOUND CURVE
CL = CENTERLINE
MHWL = MEAN-HIGH WATER LINE
GOVT = GOVERNMENT

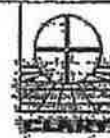
SHEET 2 OF 9

UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

DRAFTER: JLS
JOB NO. 2008-393

UNLESS OTHERWISE SHOWN AND STATED HEREIN, THIS MAP OR SKETCH MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS, CHAPTER 12G-2, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO THE FLORIDA STATUTES, CHAPTER 349, F.S.

Clary & Associates, Inc.
PROFESSIONAL LAND SURVEYORS
3650 CROWN POINTE ROAD, SUITE 100
JACKSONVILLE, FLORIDA 32259
(904) 260-1203 FAX NO. 3735



DATE: MARCH 2008
SCALE: N/A
CHECKED BY: JLS

B. L. PITTMAN, P.L.S. CERT. NO. 4827

MAP SHOWING

LINE TABLE			LINE TABLE			LINE TABLE		
LINE	LENGTH	BEARING	LINE	LENGTH	BEARING	LINE	LENGTH	BEARING
L1	44.14	S17°13'24"W	L56	51.11	S88°00'31"W	L111	28.13	S11°13'25"E
L2	37.77	S30°09'07"E	L57	56.09	N70°12'28"W	L112	91.10	S03°30'40"E
L3	42.47	S25°59'31"W	L58	60.06	S83°36'37"W	L113	42.34	S01°09'27"E
L4	29.10	S10°33'26"E	L59	42.23	N44°46'36"W	L114	12.61	S43°09'16"W
L5	60.58	S02°10'19"W	L60	55.12	N24°21'39"E	L115	27.79	S24°36'25"E
L6	68.91	S00°07'53"W	L61	37.96	N13°31'32"E	L116	81.14	S00°40'18"E
L7	50.91	S21°10'52"E	L62	48.79	N80°53'00"W	L117	19.16	S06°42'47"E
L8	48.34	S16°12'58"W	L63	53.12	S67°02'56"W	L118	22.54	S41°17'03"E
L9	61.63	S13°55'53"W	L64	50.17	N51°42'00"W	L119	21.03	S07°58'59"W
L10	43.84	S09°55'59"W	L65	52.60	N54°14'14"W	L120	97.13	S23°22'17"E
L11	27.58	S79°54'16"E	L66	32.17	S06°12'26"W	L121	48.41	S37°29'36"E
L12	34.19	S55°55'25"E	L67	43.20	S00°43'14"E	L122	46.50	N79°08'54"E
L13	42.94	N52°26'44"E	L68	54.91	S66°37'43"W	L123	8.48	S47°03'22"E
L14	28.26	S10°32'46"W	L69	40.09	S26°47'01"E	L124	62.12	S34°52'47"W
L15	19.06	N62°20'22"E	L70	70.54	S34°28'50"E	L125	60.43	S26°54'22"E
L16	44.72	N59°10'11"E	L71	29.88	S52°43'47"W	L126	63.98	S22°29'46"E
L17	17.90	S05°04'47"E	L72	40.56	S12°55'52"E	L127	103.70	S22°26'49"E
L18	48.73	N63°00'16"E	L73	68.33	S34°50'09"W	L128	78.39	S23°04'12"E
L19	39.47	S68°48'49"E	L74	62.01	S08°08'27"W	L129	93.24	S23°47'18"E
L20	22.47	S37°38'19"E	L75	56.88	S43°06'29"W	L129A	17.24	S39°20'31"E
L21	39.82	S18°51'24"W	L76	70.57	S03°57'04"W	L129B	4.81	S39°19'23"W
L22	59.57	S34°28'21"E	L77	62.08	S27°42'55"W	L130	78.19	S26°13'06"E
L23	57.23	N53°11'47"E	L78	10.29	S01°54'42"W	L131	81.06	S26°52'25"E
L24	53.19	S38°33'29"E	L79	65.56	S35°38'03"W	L132	50.77	N71°21'42"E
L25	55.78	S62°31'19"E	L80	55.57	S02°24'09"W	L133	45.47	S45°49'21"E
L26	50.31	S78°27'53"E	L81	29.08	S13°21'41"W	L134	30.97	S13°37'44"E
L27	45.42	N50°34'12"E	L82	55.93	S10°29'18"E	L135	39.22	S19°47'51"E
L28	43.00	S60°43'47"E	L83	27.52	S28°09'20"E	L136	34.98	S05°18'19"E
L29	40.26	N52°43'36"E	L84	73.83	S18°32'11"W	L137	73.60	S31°21'20"E
L30	46.12	S88°12'09"E	L85	62.12	S03°32'52"W	L138	55.84	N51°36'38"E
L31	47.01	N41°45'57"E	L86	72.81	S04°20'27"E	L139	39.09	N24°08'26"E
L32	47.55	N22°14'57"W	L87	26.54	S11°08'22"E	L140	29.05	N23°02'30"E
L33	35.18	N48°11'27"E	L88	34.76	S47°11'08"E	L141	33.16	N20°01'35"W
L34	37.86	S58°00'14"E	L89	47.69	S24°56'03"W	L142	32.32	N01°17'35"E
L35	58.66	S71°01'02"E	L90	68.56	S34°09'22"E	L143	47.79	N13°57'54"W
L36	35.37	S75°24'17"E	L91	93.20	S18°01'29"E	L144	25.79	N59°56'09"E
L37	32.83	N09°03'14"E	L92	73.45	S00°03'09"E	L145	49.94	N23°56'51"E
L38	26.25	N53°00'50"E	L93	60.56	S04°37'31"W	L146	59.13	N01°23'38"E
L39	24.07	N05°17'04"W	L94	48.84	S23°02'28"E	L147	36.48	N01°52'28"W
L40	34.83	N24°31'41"W	L95	42.47	S49°56'00"E	L148	47.07	N24°22'15"W
L41	20.98	N41°40'31"E	L96	28.89	S21°51'26"W	L149	44.74	N42°45'18"E
L42	43.49	N21°56'48"E	L97	40.05	S40°48'31"E	L150	30.01	N73°55'32"E
L43	18.80	N34°35'47"E	L98	91.45	S10°05'51"E	L151	109.70	N30°06'31"E
L44	36.76	N02°39'18"E	L99	23.93	S08°51'12"E	L152	77.79	N25°47'00"W
L45	32.65	N15°39'06"W	L100	54.23	S62°16'58"W	L153	73.17	N43°11'45"W
L46	41.05	N42°40'30"E	L101	41.94	S23°47'57"W	L154	61.00	N33°24'53"W
L47	38.45	N13°41'45"W	L102	58.55	S41°57'38"W	L155	42.75	S63°59'40"W
L48	32.82	N50°05'20"W	L103	21.18	S27°01'24"E	L156	120.09	S30°12'26"W
L49	27.61	N68°00'28"W	L104	67.06	S20°20'26"W	L157	107.90	N08°53'39"E
L50	27.97	N08°00'58"E	L105	21.85	S04°45'57"W	L158	65.29	N48°16'17"E
L51	22.23	N45°28'07"W	L106	29.16	S48°57'05"E	L159	64.28	N00°02'08"E
L52	27.87	N78°30'48"W	L107	24.78	S24°59'24"W	L160	17.27	N65°03'31"W
L53	29.06	N60°10'20"W	L108	31.20	S13°59'27"E	L161	32.44	N20°27'27"E
L54	58.58	N76°09'34"W	L109	32.27	S04°52'56"W	L162	84.84	N10°54'24"W
L55	50.47	N79°18'25"W	L110	24.90	S52°11'21"W	L163	68.17	N25°08'35"E

SHEET 3 OF 9

UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAN OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

DRAFTER: J.S.
JOB No. 2006-393

UNLESS OTHERWISE SHOWN AND STATED HEREON, THIS MAP OR SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS, AFTER 9/10/78, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472, F.S., FLORIDA STATUTES AND DOES NOT MEET ANY OTHER NATIONAL OR REGIONAL STANDARDS.

Clary & Associates, Inc.
PROFESSIONAL LAND SURVEYORS
3830 CROWN POINT ROAD SUITE "A"
JACKSONVILLE, FLORIDA 32217
(904) 250-2785 15 NO. 3751



DATE: MARCH 2006

SCALE: N/A

CHECKED BY: JES

B. L. PITTMAN, P.L.S. CERT. NO. 4827

MAP SHOWING

LINE TABLE					
LINE	LENGTH	BEARING	LINE	LENGTH	BEARING
L164	47.88	N81°26'01"E	L219	38.73	N61°24'28"W
L165	54.09	N90°01'37"E	L220	76.00	N77°15'09"W
L166	76.24	N33°23'12"E	L221	75.11	N26°08'20"W
L167	42.06	N04°14'50"E	L222	59.96	N87°13'53"W
L168	31.73	N48°35'06"E	L223	18.44	S41°57'59"W
L169	103.24	N06°43'43"W	L224	32.02	S86°44'42"W
L170	32.37	N06°55'43"E	L225	37.28	S45°56'41"W
L171	19.57	N38°10'24"E	L226	62.80	S66°10'34"W
L172	46.10	N49°19'11"E	L227	44.68	N32°04'44"W
L173	26.11	N05°42'31"E	L228	44.68	N04°00'41"E
L174	31.50	N89°13'37"E	L229	40.56	N14°01'24"E
L175	14.81	S57°38'59"E	L230	56.17	N36°09'27"E
L176	23.72	S17°17'08"W	L231	20.71	N00°14'29"W
L177	28.37	S03°48'17"E	L232	42.14	N44°06'34"E
L178	32.56	N81°48'44"E	L233	49.13	N50°53'08"E
L179	34.32	S31°11'03"E	L234	59.33	N11°11'00"E
L180	46.15	N48°39'29"E	L235	57.97	N18°04'34"E
L181	45.69	N33°17'33"E	L236	60.56	N17°17'25"E
L182	50.45	N37°09'30"E	L237	14.78	N14°10'08"W
L183	38.40	N23°52'30"W	L238	89.67	N25°32'41"W
L184	26.01	N01°40'20"E	L239	64.29	N05°52'58"W
L185	33.23	N78°42'40"W	L240	42.83	N26°13'54"E
L186	37.47	N59°54'03"W	L241	13.37	N77°13'35"E
L187	39.73	N32°02'07"W	L242	43.64	N82°48'04"E
L188	44.35	N44°32'44"W	L243	42.10	N60°51'45"W
L189	27.04	N23°21'44"W	L244	33.89	N81°08'23"E
L190	32.09	N30°39'50"W	L245	33.86	N09°26'28"E
L191	44.54	N54°28'43"W	L246	31.02	N01°22'11"E
L192	48.95	N40°28'53"W	L247	22.98	N12°25'06"E
L193	61.93	N47°04'56"W	L248	18.57	N53°09'42"W
L194	44.82	N37°49'02"W	L249	36.96	N79°12'01"W
L195	18.71	S66°43'38"E	L250	18.58	N36°05'25"W
L196	57.51	N04°19'50"E	L251	39.82	S79°34'56"E
L197	38.44	N53°32'35"E	L252	21.63	S72°56'52"E
L198	32.67	S52°42'02"E	L253	19.28	N42°29'04"E
L199	76.75	N32°02'41"E	L254	45.31	N05°15'21"W
L200	22.61	N82°36'46"E	L255	37.61	N18°15'22"E
L201	24.72	S19°49'35"E	L256	33.70	N42°38'41"E
L202	69.60	S84°30'37"E	L257	25.06	N37°57'57"W
L203	75.38	N57°02'24"E	L258	26.47	N50°45'53"E
L204	55.99	N67°48'15"E	L259	28.93	N06°31'46"E
L205	51.05	N77°05'19"E	L260	53.33	N18°14'24"E
L206	42.66	N88°08'18"E	L261	58.61	N00°08'58"E
L207	48.70	N29°13'20"E	L262	30.25	N20°40'12"W
L208	36.16	N54°39'43"E	L263	49.59	N10°30'39"W
L209	33.46	N28°26'27"W	L264	47.19	N07°10'53"E
L210	42.85	N01°21'49"W	L265	43.76	N24°36'46"E
L211	42.78	N01°01'57"W	L266	25.45	N07°52'53"E
L212	50.58	N31°15'19"E	L267	58.16	N11°22'13"W
L213	38.62	N26°51'13"W	L268	32.48	N12°39'35"W
L214	45.88	N07°27'03"W	L269	34.80	N52°18'40"E
L215	55.55	N26°20'03"W	L270	3.26	N00°27'16"W
L216	40.52	N69°00'26"W			
L217	89.21	N35°58'03"W			
L218	53.49	N57°15'39"W			

SHEET 4 OF 9

UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

DRAFTER: JLS
JOB No. 2008-393

UNLESS OTHERWISE SHOWN AND STATED HEREON, THIS MAP OR PLAT MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS, 1001 N. W. 11th St., FLORIDA ADMINISTRATIVE CODE, CHAPTER 120, PART 1, F.A.C. 120.01(1) (b) 1. THIS MAP OR PLAT DOES NOT CONSTITUTE A GUARANTEE OF ACCURACY.

Clary & Associates, Inc.
PROFESSIONAL LAND SURVEYORS
3538 CROWN POINT ROAD SUITE "A"
JACKSONVILLE, FLORIDA 32257
(904) 258-9705 LD HQ. 3731



DATE: JANUARY 2008

SCALE: 1/4" = 1'

CHECKED BY: JLS

B. L. PITTMAN, P.L.S. CERT. NO. 4827

MAP SHOWING

UPLAND PARCEL 1

A PORTION OF SECTIONS 6 AND 49, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, STATE OF FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 6, SAID TOWNSHIP AND RANGE; THENCE SOUTH 89°41'48" EAST, ALONG THE NORTHERLY LINE OF SAID SECTION 6, A DISTANCE OF 1143.72 FEET TO ITS INTERSECTION WITH THE ORIGINAL GOVERNMENT MEANDER LINE; THENCE SOUTH 23°25'53" WEST, ALONG LAST SAID LINE, 1135.18 FEET, TO THE EASTERLY PROLONGATION OF THE SOUTHERLY BOUNDARY OF THOSE LANDS DESIGNATED AS PARCEL 1, AND DESCRIBED AND RECORDED IN OFFICIAL RECORDS 0539, PAGE 1099, OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 83°40'50" WEST, ALONG LAST SAID LINE, AND ALONG SAID SOUTHERLY LINE OF THOSE LANDS DESIGNATED AS PARCEL 1, AND DESCRIBED AND RECORDED IN SAID OFFICIAL RECORDS 0539, PAGE 1099, A DISTANCE OF 700.79 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 83°40'50" WEST, ALONG LAST SAID LINE, 204.22 FEET; THENCE SOUTH 17°13'24" WEST, 44.14 FEET; THENCE SOUTH 30°09'07" EAST, 37.77 FEET; THENCE SOUTH 25°59'31" WEST, 42.47 FEET; THENCE SOUTH 10°33'26" EAST, 29.10 FEET; THENCE SOUTH 02°10'19" WEST, 60.58 FEET; THENCE SOUTH 00°07'55" WEST, 88.91 FEET; THENCE SOUTH 21°10'52" EAST, 50.91 FEET; THENCE SOUTH 16°12'58" WEST, 48.34 FEET; THENCE SOUTH 13°55'55" WEST, 61.63 FEET; THENCE SOUTH 09°55'59" WEST, 43.84 FEET; THENCE SOUTH 79°54'16" EAST, 27.58 FEET; THENCE SOUTH 59°55'25" EAST, 34.19 FEET; THENCE NORTH 62°26'44" EAST, 42.94 FEET; THENCE SOUTH 10°52'46" WEST, 28.26 FEET; THENCE NORTH 62°20'22" EAST, 19.06 FEET; THENCE NORTH 59°10'11" EAST, 44.72 FEET; THENCE SOUTH 05°04'47" EAST, 17.90 FEET; THENCE NORTH 63°00'16" EAST, 48.73 FEET; THENCE SOUTH 68°48'49" EAST, 39.47 FEET; THENCE SOUTH 37°38'19" EAST, 22.47 FEET; THENCE SOUTH 18°51'34" WEST, 39.82 FEET; THENCE SOUTH 34°28'21" EAST, 59.57 FEET; THENCE NORTH 53°11'47" EAST, 57.23 FEET; THENCE SOUTH 38°33'29" EAST, 53.19 FEET; THENCE SOUTH 62°31'19" EAST, 55.78 FEET; THENCE SOUTH 78°27'53" EAST, 50.31 FEET; THENCE NORTH 50°34'12" EAST, 45.42 FEET; THENCE SOUTH 60°43'47" EAST, 43.00 FEET; THENCE NORTH 52°43'36" EAST, 40.26 FEET; THENCE SOUTH 88°12'09" EAST, 46.12 FEET; THENCE NORTH 41°45'57" EAST, 47.01 FEET; THENCE NORTH 22°14'57" WEST, 47.55 FEET; THENCE NORTH 48°11'37" EAST, 35.18 FEET; THENCE SOUTH 58°00'14" EAST, 37.86 FEET; THENCE SOUTH 71°01'02" EAST, 58.66 FEET; THENCE SOUTH 75°24'17" EAST, 35.37 FEET; THENCE NORTH 09°03'14" EAST, 32.83 FEET; THENCE NORTH 55°00'50" EAST, 26.25 FEET; THENCE NORTH 05°17'04" WEST, 24.07 FEET; THENCE NORTH 84°01'41" WEST, 34.03 FEET; THENCE NORTH 41°40'31" EAST, 20.98 FEET; THENCE NORTH 21°56'48" EAST, 43.49 FEET; THENCE NORTH 34°35'47" EAST, 18.80 FEET;

SHEET 5 OF 9

UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

DRAFTER: JLS
JOB No. 2006-303

UNLESS OTHERWISE SHOWN AND STATED HEREON, THIS MAP OR SURVEY MEETS THE STANDARD TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS, CHAPTER 1617-5, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 1617-5, FLORIDA STATUTES, AND DOES NOT NECESSARILY MEET ANY OTHER NATIONAL OR REGIONAL STANDARDS.

Clary & Associates, Inc.
PROFESSIONAL LAND SURVEYORS
3830 CROWN POINT ROAD, SUITE "A"
JACKSONVILLE, FLORIDA 32257
(904) 289-2783 TX NO. 3331



DATE: MARCH 2006

SCALE: N/A

CHECKED BY: JLS

B. L. PITTMAN, P.L.S. CERT. NO. 4827

MAP SHOWING

THENCE NORTH 02°39'18" EAST, 36.76 FEET; THENCE NORTH 15°59'06" WEST, 32.65 FEET; THENCE NORTH 42°40'30" EAST, 41.05 FEET; THENCE NORTH 13°41'45" WEST, 38.45 FEET; THENCE NORTH 50°05'20" WEST, 32.82 FEET; THENCE NORTH 68°00'28" WEST, 27.81 FEET; THENCE NORTH 00°00'58" EAST, 27.97 FEET; THENCE NORTH 45°23'07" WEST, 22.20 FEET; THENCE NORTH 78°50'48" WEST, 27.87 FEET; THENCE NORTH 50°10'20" WEST, 29.06 FEET; THENCE NORTH 76°09'34" WEST, 58.58 FEET; THENCE NORTH 79°18'25" WEST, 50.47 FEET; THENCE SOUTH 88°00'31" WEST, 51.11 FEET; THENCE NORTH 70°12'28" WEST, 56.09 FEET; THENCE SOUTH 83°36'37" WEST, 60.06 FEET; THENCE NORTH 44°46'36" WEST, 42.23 FEET; THENCE NORTH 24°21'39" EAST, 55.12 FEET; THENCE NORTH 13°31'32" EAST, 37.96 FEET; THENCE NORTH 80°53'00" WEST, 48.79 FEET; THENCE SOUTH 67°02'56" WEST, 53.12 FEET; THENCE NORTH 51°42'00" WEST, 50.17 FEET; THENCE NORTH 54°14'14" WEST, 52.60 FEET TO THE POINT OF BEGINNING.

CONTAINING 8.30 ACRES MORE OR LESS.

TOGETHER WITH:

UPLAND PARCEL 2

A PORTION OF SECTIONS 6 AND 49, AND A PORTION OF SECTION 19, "CRANEY ISLAND," ALL IN TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, STATE OF FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 6, SAID TOWNSHIP AND RANGE; THENCE SOUTH 89°41'48" EAST, ALONG THE NORTHERLY LINE OF SAID SECTION 6, A DISTANCE OF 1143.72 FEET TO ITS INTERSECTION WITH THE ORIGINAL GOVERNMENT MEANDER LINE; THENCE SOUTH 23°25'53" WEST, ALONG LAST SAID LINE, 1135.18 FEET, TO THE EASTERLY PROLONGATION OF THE SOUTHERLY BOUNDARY OF THOSE LANDS DESIGNATED AS PARCEL 1, AND DESCRIBED AND RECORDED IN OFFICIAL RECORDS 0539, PAGE 1099, OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 83°40'50" WEST, ALONG LAST SAID LINE, AND ALONG SAID SOUTHERLY LINE OF THOSE LANDS DESIGNATED AS PARCEL 1, AND DESCRIBED AND RECORDED IN SAID OFFICIAL RECORDS 0539, PAGE 1099, A DISTANCE OF 953.93 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 83°40'50" WEST, ALONG LAST SAID LINE, 819.67 FEET; THENCE SOUTH 06°12'26" WEST, 32.17 FEET; THENCE SOUTH 00°45'14" EAST, 43.20 FEET; THENCE SOUTH 66°37'45" WEST, 54.91 FEET; THENCE SOUTH 26°47'01" EAST, 40.09 FEET; THENCE SOUTH 34°28'50" EAST, 70.54 FEET; THENCE SOUTH 52°43'37" WEST, 29.88 FEET; THENCE SOUTH 12°55'52" EAST, 40.56 FEET; THENCE SOUTH 34°50'09" WEST, 68.33 FEET; THENCE SOUTH 08°08'27" WEST, 62.01 FEET; THENCE SOUTH 43°06'29" WEST, 56.88 FEET; THENCE SOUTH 03°57'04" WEST, 70.57 FEET; THENCE SOUTH 27°42'55" WEST, 62.08 FEET; THENCE SOUTH 01°54'42" WEST, 10.29 FEET;

SHEET 6 OF 9

UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAN OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

DRAFTER: JLS
JOB No. 2006-393

UNLESS OTHERWISE SHOWN AND STATED HEREON, THIS MAP OR SURVEY MEETS THE AMERICAN TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS, CHAPTER 81017-5, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472022, FLORIDA STATUTES, AND DOES NOT ASSURE OR WARRANT ANY OTHER NATIONAL OR REGIONAL STANDARDS.

Clary & Associates, Inc.
PROFESSIONAL LAND SURVEYORS
3630 CROWN POINT ROAD SUITE "A"
DADE COUNTY, FLORIDA 33225
TEL: 259-2255 LB NO. 3734



DATE: MARCH 2006

SCALE: N/A

CHECKED BY: JLS

B. L. PETTMAN, P.L.S. CERT. NO. 4827

MAP SHOWING

THENCE SOUTH 35°38'03" WEST, 65.56 FEET; THENCE SOUTH 02°24'09" WEST, 55.57 FEET; THENCE SOUTH 13°21'41" WEST, 29.08 FEET; THENCE SOUTH 10°29'18" EAST, 55.93 FEET; THENCE SOUTH 28°09'20" EAST, 27.52 FEET; THENCE SOUTH 18°32'11" WEST, 73.83 FEET; THENCE SOUTH 03°32'52" WEST, 62.12 FEET; THENCE SOUTH 04°20'27" EAST, 72.81 FEET; THENCE SOUTH 11°08'22" EAST, 26.54 FEET; THENCE SOUTH 47°11'08" EAST, 34.76 FEET; THENCE SOUTH 24°56'05" WEST, 47.69 FEET; THENCE SOUTH 34°09'22" EAST, 68.56 FEET; THENCE SOUTH 18°01'29" EAST, 93.20 FEET; THENCE SOUTH 00°03'09" EAST, 73.45 FEET; THENCE SOUTH 04°37'31" WEST, 60.56 FEET; THENCE SOUTH 23°02'28" EAST, 48.84 FEET; THENCE SOUTH 48°56'00" EAST, 42.47 FEET; THENCE SOUTH 21°51'26" WEST, 28.89 FEET; THENCE SOUTH 40°48'31" EAST, 40.05 FEET; THENCE SOUTH 10°05'51" EAST, 91.45 FEET; THENCE SOUTH 08°51'12" EAST, 23.93 FEET; THENCE SOUTH 62°16'58" WEST, 54.23 FEET; THENCE SOUTH 23°47'57" WEST, 41.94 FEET; THENCE SOUTH 41°57'38" WEST, 58.55 FEET; THENCE SOUTH 27°01'24" EAST, 21.18 FEET; THENCE SOUTH 20°20'26" WEST, 67.06 FEET; THENCE SOUTH 04°45'57" WEST, 21.85 FEET; THENCE SOUTH 48°57'05" EAST, 29.16 FEET; THENCE SOUTH 24°59'34" WEST, 24.78 FEET; THENCE SOUTH 13°59'27" EAST, 31.20 FEET; THENCE SOUTH 04°52'56" WEST, 32.27 FEET; THENCE SOUTH 52°11'21" WEST, 24.90 FEET; THENCE SOUTH 11°13'35" EAST, 28.13 FEET; THENCE SOUTH 03°30'40" EAST, 91.10 FEET; THENCE SOUTH 01°09'27" EAST, 42.34 FEET; THENCE SOUTH 43°09'18" WEST, 12.61 FEET; THENCE SOUTH 06°42'47" EAST, 556.82 FEET; THENCE SOUTH 24°36'25" EAST, 27.79 FEET; THENCE SOUTH 00°40'18" EAST, 81.14 FEET; THENCE SOUTH 06°42'47" EAST, 19.16 FEET; THENCE SOUTH 41°17'53" EAST, 22.54 FEET; THENCE SOUTH 07°58'59" WEST, 21.03 FEET; THENCE SOUTH 23°22'17" EAST, 97.13 FEET; THENCE SOUTH 37°29'36" EAST, 48.41 FEET; THENCE NORTH 79°08'54" EAST, 46.50 FEET; THENCE SOUTH 47°05'32" EAST, 8.48 FEET; THENCE SOUTH 34°52'47" WEST, 62.12 FEET; THENCE SOUTH 26°54'22" EAST, 60.43 FEET; THENCE SOUTH 22°29'48" EAST, 63.98 FEET; THENCE SOUTH 22°26'49" EAST, 103.70 FEET; THENCE SOUTH 23°04'12" EAST, 78.39 FEET; THENCE SOUTH 23°47'18" EAST, 83.24 FEET; THENCE SOUTH 39°20'31" EAST, 17.24 FEET; THENCE SOUTH 39°19'23" WEST, 4.81 FEET; THENCE SOUTH 26°13'06" EAST, 78.19 FEET; THENCE SOUTH 26°52'25" EAST, 81.06 FEET; THENCE NORTH 71°21'42" EAST, 50.77 FEET; THENCE SOUTH 45°49'21" EAST, 45.47 FEET; THENCE SOUTH 13°37'41" EAST, 30.97 FEET; THENCE SOUTH 19°47'51" EAST, 39.22 FEET; THENCE SOUTH 05°18'19" EAST, 34.98 FEET; THENCE SOUTH 31°21'20" EAST, 73.60 FEET; THENCE NORTH 51°36'38" EAST, 55.84 FEET; THENCE NORTH 24°08'26" EAST, 38.09 FEET; THENCE NORTH 25°02'30" EAST, 29.05 FEET; THENCE NORTH 20°01'35" WEST, 33.16 FEET; THENCE NORTH 81°17'35" EAST, 32.32 FEET; THENCE NORTH 13°57'54" WEST, 47.79 FEET; THENCE NORTH 59°56'59" EAST, 25.79 FEET; THENCE NORTH 23°56'51" EAST, 49.94 FEET; THENCE NORTH 01°25'58" EAST, 59.13 FEET; THENCE NORTH 01°52'28" WEST, 96.48 FEET; THENCE NORTH 24°22'15" WEST, 47.07 FEET;

SHEET 7 OF 9

UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

DRAFTER: JLS
JOB No. 2006-383

UNLESS OTHERWISE SHOWN AND STATED HEREON, THIS MAP OR MEASUREMENTS THEREON SHALL BE CONSIDERED TO BE IN ACCORDANCE WITH THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS, JUNE 1962, A. FLORIDA ADMINISTRATIVE CODES, PURSUANT TO CHAPTER 472.022, FLORIDA STATUTES, AND DOES NOT REPRESENT ANY OTHER NATIONAL OR REGIONAL STANDARDS.

Clary & Associates, Inc.
PROFESSIONAL LAND SURVEYORS
3830 GROWN POINT ROAD, SUITE "A"
JACKSONVILLE, FLORIDA 32257
(904) 755-2703 FAX NO. 3731



DATE: MARCH 2006

SCALE: N/A

CHECKED BY: JLS

B. L. PITTMAN, P.L.S. CERT. NO. 4827

MAP SHOWING

THENCE NORTH 42°45'18" EAST, 44.74 FEET; THENCE NORTH 73°55'52" EAST, 30.01 FEET; THENCE NORTH 30°06'31" EAST, 109.70 FEET; THENCE NORTH 25°47'00" WEST, 77.79 FEET; THENCE NORTH 43°11'45" WEST, 73.17 FEET; THENCE NORTH 33°24'53" WEST, 61.80 FEET; THENCE SOUTH 63°59'48" WEST, 42.75 FEET; THENCE SOUTH 30°12'26" WEST, 120.09 FEET; THENCE NORTH 08°55'59" EAST, 117.90 FEET; THENCE NORTH 48°16'17" EAST, 65.29 FEET; THENCE NORTH 00°02'08" EAST, 64.23 FEET; THENCE NORTH 65°03'31" WEST, 17.27 FEET; THENCE NORTH 20°27'27" EAST, 32.44 FEET; THENCE NORTH 10°54'24" WEST, 84.04 FEET; THENCE NORTH 25°08'35" EAST, 68.17 FEET; THENCE NORTH 81°26'01" EAST, 47.88 FEET; THENCE NORTH 80°01'37" EAST, 54.09 FEET; THENCE NORTH 33°23'12" EAST, 76.24 FEET; THENCE NORTH 04°14'50" EAST, 42.06 FEET; THENCE NORTH 48°53'06" EAST, 31.73 FEET; THENCE NORTH 06°43'43" WEST, 103.24 FEET; THENCE NORTH 06°55'43" EAST, 32.37 FEET; THENCE NORTH 38°10'34" EAST, 19.57 FEET; THENCE NORTH 49°19'11" EAST, 46.10 FEET; THENCE NORTH 05°42'31" EAST, 26.11 FEET; THENCE NORTH 89°15'37" EAST, 31.50 FEET; THENCE SOUTH 57°38'59" EAST, 14.81 FEET; THENCE SOUTH 17°17'06" WEST, 23.72 FEET; THENCE SOUTH 03°48'17" EAST, 28.37 FEET; THENCE NORTH 81°43'44" EAST, 32.56 FEET; THENCE SOUTH 31°11'33" EAST, 34.32 FEET; THENCE NORTH 48°39'39" EAST, 46.15 FEET; THENCE NORTH 33°17'33" EAST, 45.89 FEET; THENCE NORTH 37°09'30" EAST, 50.45 FEET; THENCE NORTH 23°52'30" WEST, 38.40 FEET; THENCE NORTH 01°40'20" EAST, 26.01 FEET; THENCE NORTH 78°42'40" WEST, 33.25 FEET; THENCE NORTH 53°54'03" WEST, 37.47 FEET; THENCE NORTH 32°02'07" WEST, 39.73 FEET; THENCE NORTH 44°32'44" WEST, 44.35 FEET; THENCE NORTH 23°21'44" WEST, 27.04 FEET; THENCE NORTH 30°39'50" WEST, 32.09 FEET; THENCE NORTH 64°23'43" WEST, 44.54 FEET; THENCE NORTH 40°28'53" WEST, 48.95 FEET; THENCE NORTH 47°04'56" WEST, 61.93 FEET; THENCE NORTH 37°49'02" WEST, 44.82 FEET; THENCE SOUTH 66°43'38" EAST, 18.71 FEET; THENCE NORTH 04°19'50" EAST, 57.51 FEET; THENCE NORTH 53°32'35" EAST, 38.44 FEET; THENCE SOUTH 52°42'52" EAST, 32.67 FEET; THENCE NORTH 52°02'41" EAST, 76.75 FEET; THENCE NORTH 82°56'46" EAST, 22.61 FEET; THENCE SOUTH 19°49'35" EAST, 24.72 FEET; THENCE SOUTH 84°30'37" EAST, 69.60 FEET; THENCE NORTH 57°02'24" EAST, 75.38 FEET; THENCE NORTH 67°48'15" EAST, 55.99 FEET; THENCE NORTH 77°05'19" EAST, 51.05 FEET; THENCE NORTH 88°08'18" EAST, 42.66 FEET; THENCE NORTH 29°13'20" EAST, 48.70 FEET; THENCE NORTH 54°39'43" EAST, 36.16 FEET; THENCE NORTH 22°26'27" WEST, 33.46 FEET; THENCE NORTH 01°21'49" WEST, 42.85 FEET; THENCE NORTH 01°01'57" WEST, 42.78 FEET; THENCE NORTH 31°15'19" EAST, 50.58 FEET; THENCE NORTH 26°51'13" WEST, 38.62 FEET; THENCE NORTH 07°27'03" WEST, 49.83 FEET; THENCE NORTH 26°20'03" WEST, 55.55 FEET; THENCE NORTH 69°00'26" WEST, 40.52 FEET; THENCE NORTH 35°58'03" WEST, 39.21 FEET; THENCE NORTH 57°15'59" WEST,

SHEET 8 OF 9

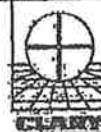
UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAN OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

DRAFTER: JLS
JOB No. 2006-393

"NEEDS, OTHERWISE, SHOWN AND STATED HEREON, THIS MAP OR
VEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH
BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS,
ARTICLE 1000-01, FLORIDA ADMINISTRATIVE CODE, PURSUANT
TO CHAPTER 461, FLORIDA STATUTES, AND DOES NOT
NECESSARILY MEET ANY OTHER NATIONAL OR REGIONAL STANDARDS.

Clary & Associates, Inc.

PROFESSIONAL LAND SURVEYORS
3830 CROWN POINT ROAD SUITE "A"
JACKSONVILLE, FLORIDA 32257
(904) 266-2705 FAX NO. 3731



DATE MARCH 2006

SCALE N/A

CHECKED BY: JLS

B. L. PITTMAN, P.L.S. CERT. NO. 4827

MAP SHOWING

53.43 FEET; THENCE NORTH 61°24'28" WEST, 38.73 FEET; THENCE NORTH 77°15'09" WEST, 76.00 FEET; THENCE NORTH 26°08'20" WEST, 75.11 FEET; THENCE NORTH 87°15'53" WEST, 59.96 FEET; THENCE SOUTH 41°57'59" WEST, 18.44 FEET; THENCE SOUTH 86°44'42" WEST, 32.02 FEET; THENCE SOUTH 45°56'41" WEST, 37.28 FEET; THENCE SOUTH 66°10'34" WEST, 62.80 FEET; THENCE NORTH 32°04'44" WEST, 44.68 FEET; THENCE NORTH 04°00'41" EAST, 44.68 FEET; THENCE NORTH 14°01'24" EAST, 40.56 FEET; THENCE NORTH 36°09'27" EAST, 56.17 FEET; THENCE NORTH 00°14'29" WEST, 28.71 FEET; THENCE NORTH 44°06'34" EAST, 42.14 FEET; THENCE NORTH 50°53'28" EAST, 49.13 FEET; THENCE NORTH 11°11'00" EAST, 59.33 FEET; THENCE NORTH 10°04'34" EAST, 57.97 FEET; THENCE NORTH 17°17'25" EAST, 60.56 FEET; THENCE NORTH 14°10'06" WEST, 14.73 FEET; THENCE NORTH 25°32'41" WEST, 89.67 FEET; THENCE NORTH 05°52'58" WEST, 64.29 FEET; THENCE NORTH 26°13'54" EAST, 42.83 FEET; THENCE NORTH 77°13'35" EAST, 13.37 FEET; THENCE NORTH 02°48'04" EAST, 43.64 FEET; THENCE NORTH 60°51'46" WEST, 42.10 FEET; THENCE NORTH 81°06'25" EAST, 33.89 FEET; THENCE NORTH 09°26'28" EAST, 33.86 FEET; THENCE NORTH 01°23'11" EAST, 31.02 FEET; THENCE NORTH 12°25'06" EAST, 22.98 FEET; THENCE NORTH 53°09'42" WEST, 18.57 FEET; THENCE NORTH 79°12'01" WEST, 36.96 FEET; THENCE NORTH 56°05'25" WEST, 13.58 FEET; THENCE SOUTH 79°34'56" EAST, 39.82 FEET; THENCE SOUTH 72°56'52" EAST, 21.63 FEET; THENCE NORTH 42°29'04" EAST, 19.28 FEET; THENCE NORTH 05°15'21" WEST, 45.31 FEET; THENCE NORTH 18°15'22" EAST, 37.61 FEET; THENCE NORTH 42°38'41" EAST, 35.70 FEET; THENCE NORTH 37°57'57" WEST, 25.86 FEET; THENCE NORTH 50°45'53" EAST, 26.47 FEET; THENCE NORTH 06°31'46" EAST, 28.93 FEET; THENCE NORTH 18°14'24" EAST, 53.33 FEET; THENCE NORTH 00°08'58" EAST, 53.61 FEET; THENCE NORTH 20°40'12" WEST, 30.25 FEET; THENCE NORTH 10°30'39" WEST, 49.59 FEET; THENCE NORTH 07°10'53" EAST, 47.19 FEET; THENCE NORTH 24°36'46" EAST, 43.76 FEET; THENCE NORTH 07°52'53" EAST, 25.45 FEET; THENCE NORTH 11°22'13" WEST, 58.16 FEET; THENCE NORTH 12°39'35" WEST, 32.48 FEET; THENCE NORTH 52°18'40" EAST, 34.80 FEET; THENCE NORTH 00°27'16" WEST, 3.26 FEET, TO THE POINT OF BEGINNING.

CONTAINING 63.28 ACRES MORE OR LESS.

CONTAINING A NET AREA OF 71.58 ACRES MORE OR LESS.

SHEET 9 OF 9

UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAN OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

DRAFTER: JLS
JOB No. 2006-383

UNLESS OTHERWISE SHOWN AND STATED HEREON, THIS MAP OR MAP-RECORDS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS, JUNE 1917-8, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 462, FLORIDA STATUTES, AND DOES NOT EXPRESSLY MEET ANY OTHER NATIONAL OR REGIONAL STANDARDS.

Clary & Associates, Inc.

PROFESSIONAL LAND SURVEYORS

5850 CROWN POINT ROAD SUITE "A"
JACKSONVILLE, FLORIDA 32257
(904) 758-2703 FAX NO. 3731



DATE: MARCH 2008

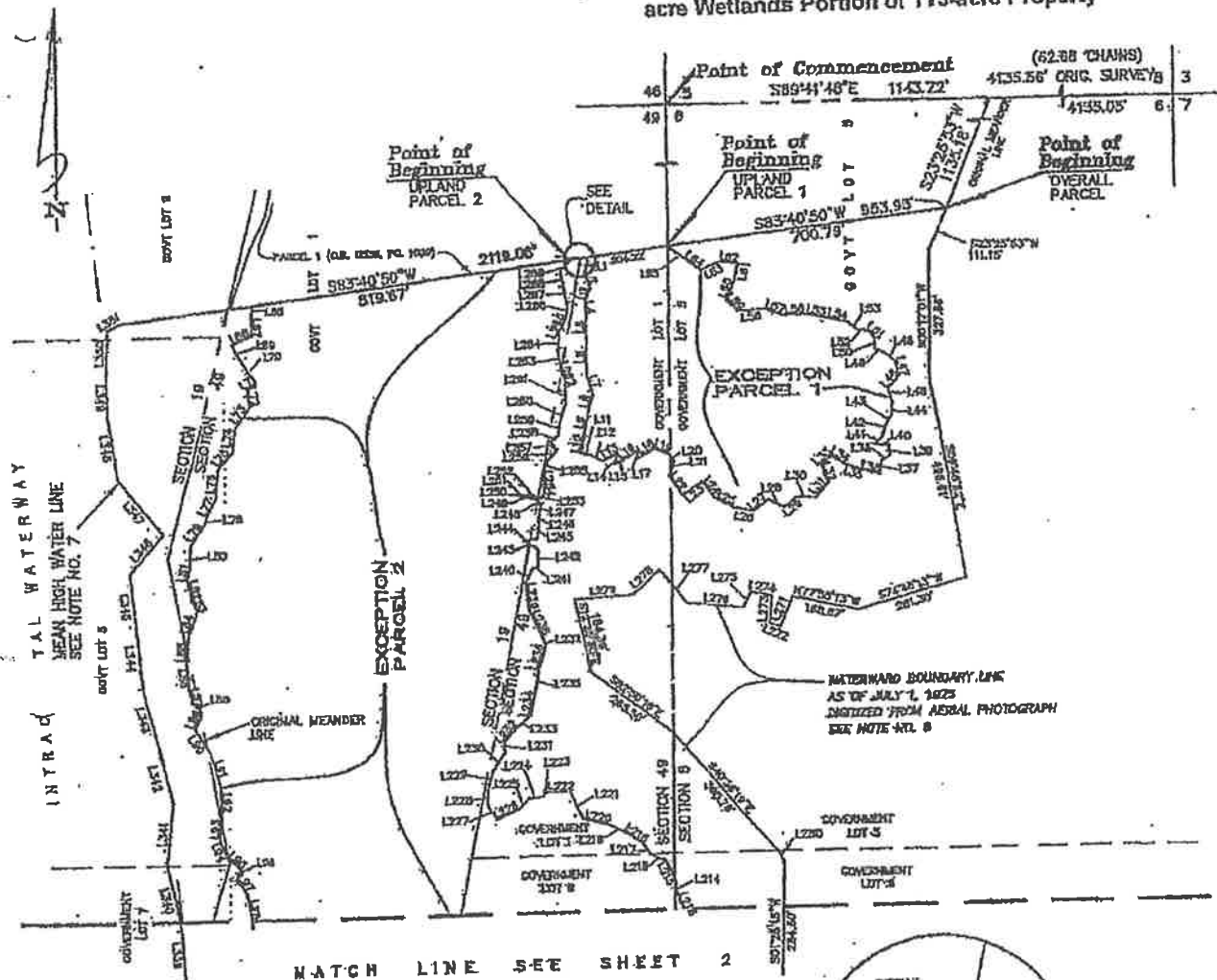
SCALE: 1/4" = 1'

CHECKED BY: JPS

B. L. PITTMAN, P.L.S. CERT. NO. 4827

MAP SHOWING

Exhibit A-2:
Legal Description and Property Survey of 42.11±
acre Wetlands Portion of 113-acre Property



AREA TABLE

OVERALL PARCEL	= 113.69 ACRES±
EXCEPTION PARCEL 1	= 8.30 ACRES±
EXCEPTION PARCEL 2	= 63.28 ACRES±
NET ACREAGE	= 42.11 ACRES±



SHEET 1 OF 12

UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER
THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

DRAFTER: JIS
JOB NO: 2005-394

USE OTHERWISE SHOWN AND STATED HEREON. THIS MAP OR
BY MEANS OF MINIMUM TECHNICAL STANDARDS SET FORTH
THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS.
IN ACCORDANCE WITH THE FLORIDA ADMINISTRATIVE CODE, FOR PLANNING
AND DEVELOPMENT OF LANDS AND DOES NOT
NECESSARILY REPRESENT NATIONAL OR REGIONAL STANDARDS

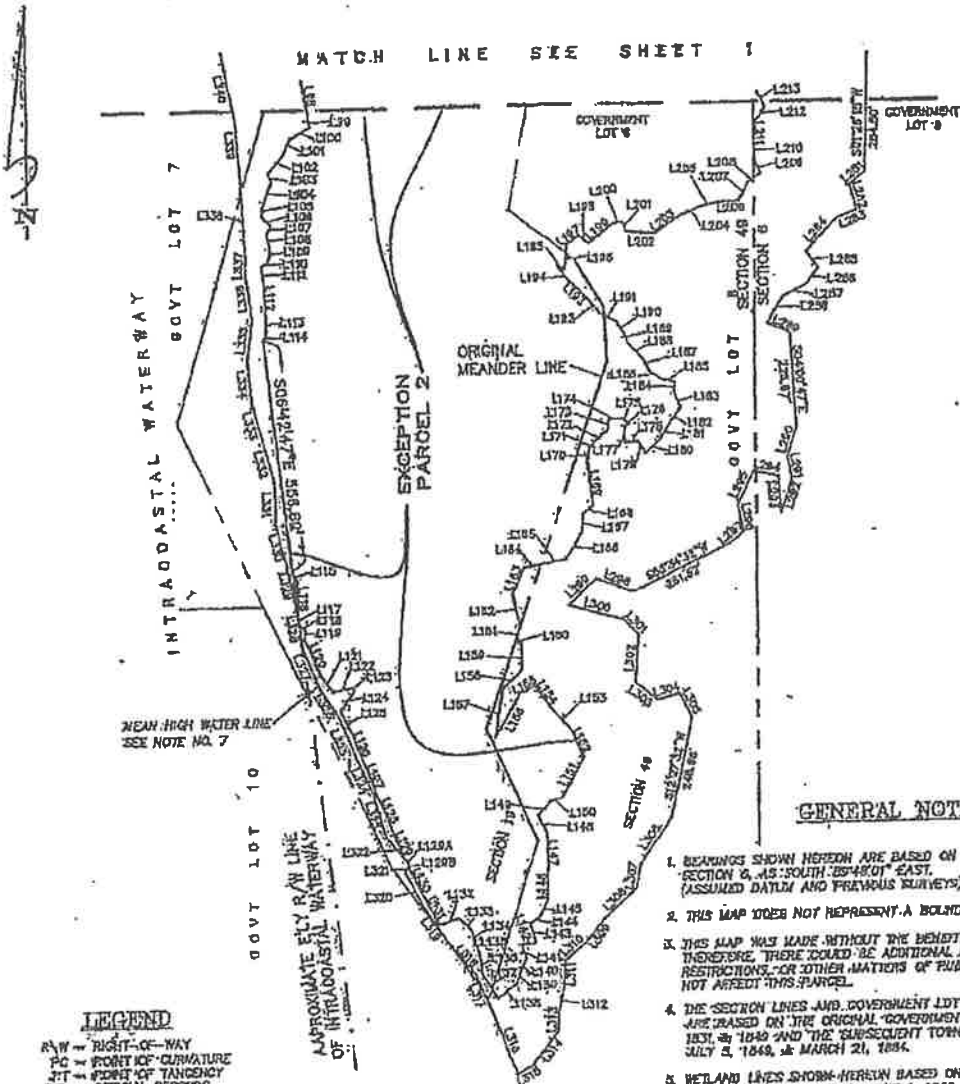
Clary & Associates, Inc.
PROFESSIONAL LAND SURVEYORS
3830 CROWN POINT ROAD, SUITE "A"
JACKSONVILLE, FLORIDA 32227
PHONE: 360-2705 FAX: 360-2705 ED:ND: 57.51



DATE MARCH 2006
SCALE N/A
CHECKED BY: W2

L. J. Titman

MAP SHOWING



GENERAL NOTES

1. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF SECTION 6, AS SOUTH 85°40'0" EAST.
(ASSUMED DATUM AND PREVIOUS SURVEYS)
2. THIS MAP DOES NOT REPRESENT A BOUNDARY SURVEY.
3. THIS MAP WAS MADE WITHOUT THE BENEFIT OF AN ABSTRACT TITLE. THEREFORE, THERE COULD BE ADDITIONAL EASEMENTS, EMBOWMENTS AND RESTRICTIONS OR OTHER MATTERS OF PUBLIC RECORD THAT MAY OR MAY NOT AFFECT THIS PARCEL.
4. THE SECTION LINES AND GOVERNMENT LOT LINES AS SHOWN HEREON ARE BASED ON THE ORIGINAL GOVERNMENT SURVEYS PERFORMED AN 1831, IN 1840 AND THE SUBSEQUENT TOWNSHIP PLATS DATED MAY, 1854, JULY 5, 1849, & MARCH 21, 1866.
5. WETLAND LINES SHOWN HEREON BASED ON MAP BY CLARY & ASSOCIATES FILE NO. T24-572, DATED JUNE 1, 1999.
6. R- REEF CLARY & ASSOC.'S FILE NO. R1-80, R3-80, T24-33, T24-57&57B SURVEY BY SUNSHINE STATE SURVEYORS, INC.; FILE NO. 67E-221A.
7. MEAN HIGH WATER LINE AS ESTABLISHED BY CLARY & ASSOC. MAP FILE NO. T24-33, DATED AUGUST 12, 1988.
8. WATERWAD BOUNDARY LINE SHOWN WAS DERIVED FROM AERIAL PHOTOGRAPH NEGATIVE INL. AD 32089-174-12. AERIAL NO. 8718, TAKEN JANUARY 22, 1974. AS PROVIDED BY THE MASSACHUSETTS COUNTY PROPERTY APPRAISER'S OFFICE. (SEE CLARY & ASSOC., INC. MAP FILE NO. T24-57)

LEGEND

RAY = RIGHT-OF-WAY
 PC = POINT OF CURVATURE
 PT = POINT OF TANGENCY
 OR = OFFICIAL RECORDS
 PB = PLAT BOOK
 PGS = PAGE(S)
 L = ARC LENGTH
 T = TANGENT
 R = RADIUS
 CH = CHORD
 Δ = DELTA
 PVI = POINT OF VERTICAL CURVE
 PCC = POINT OF COMPOUND CURVE
 CL = CENTERLINE
 MSL = MEAN HIGH WATER LINE
 ACCT = ACCOUNT

SHEET 2 OF 12

UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAN, OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

DRAFTER: JLS
JOB No. 2008-394

IS OTHERWISE SHOWN AND STATED HEREON, THIS MAP OR
 HEREON MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH
 IN THE NATIONAL BOARD OF PROFESSIONAL SURVEYORS' STANDARDS,
 MAPS AND SURVEYS ACT, 1904, AND THE CODE OF PRACTICE
 FOR THE NATIONAL BOARD OF PROFESSIONAL SURVEYORS' STANDARDS,
 AND THE NATIONAL BOARD OF PROFESSIONAL SURVEYORS' STANDARDS,
 AND THE NATIONAL BOARD OF PROFESSIONAL SURVEYORS' STANDARDS.

Clary & Associates, Inc.

PROFESSIONAL LAND SURVEYORS

3500 BROWN POINT ROAD SUITE "A"
DAVENSVILLE FLORIDA 32727

DATE - - - - - MARCH - - - - - 2008

SÖNNE N/A

CLASSIFIED BY: 102

B. L. RETMAN, P.L.S. CERT. NO. 4827

MAP SHOWING

LINE TABLE			LINE TABLE			LINE TABLE		
LINE	LENGTH	BEARING	LINE	LENGTH	BEARING	LINE	LENGTH	BEARING
L1	44.34	S17°15'24"W	L56	51.31	S08°00'31"W	L111	28.13	S11°18'55"E
L2	33.77	S80°09'07"E	L57	56.09	N70°12'28"W	L112	91.10	S09°20'40"E
L3	42.47	S25°53'31"W	L58	60.06	S83°26'37"W	L113	42.34	S01°09'27"E
L4	29.10	S10°33'28"E	L59	42.23	N44°46'36"W	L114	12.61	S45°05'18"W
L5	60.58	S02°10'15"W	L60	55.12	N24°21'39"E	L115	27.79	S24°36'23"E
L6	88.91	S00°07'55"W	L61	37.96	N13°31'32"E	L116	81.14	S00°40'18"E
L7	50.91	S21°10'52"E	L62	48.79	N80°53'00"W	L117	19.16	S06°42'47"E
L8	48.84	S16°12'58"W	L63	58.12	S67°02'56"W	L118	22.34	S41°17'53"E
L9	61.68	S18°55'55"W	L64	50.17	N51°42'00"W	L119	21.03	S07°58'59"W
L10	43.84	S09°55'59"W	L65	52.60	N54°14'14"W	L120	97.13	S23°22'17"E
L11	87.58	S79°54'18"E	L66	82.17	S06°12'26"W	L121	48.41	S37°29'36"E
L12	34.19	S39°55'25"E	L67	43.20	S00°45'14"E	L122	46.50	N79°08'54"E
L13	42.94	N62°26'44"E	L68	54.91	S66°37'45"W	L123	8.48	S47°05'32"E
L14	28.26	S10°52'48"W	L69	40.09	S26°47'01"E	L124	62.12	S84°52'47"W
L15	19.06	N62°20'22"E	L70	70.34	S34°28'50"E	L125	60.43	S26°54'22"E
L16	44.72	N59°10'11"E	L71	29.88	S52°49'47"W	L126	63.98	S22°29'46"E
L17	17.90	S05°04'47"E	L72	48.36	S12°55'52"E	L127	103.70	S22°26'49"E
L18	48.73	N68°08'16"E	L73	68.33	S34°50'09"W	L128	78.39	S23°04'12"E
L19	39.47	S68°48'49"E	L74	62.01	S08°08'27"W	L129	83.24	S23°47'18"E
L20	22.47	S27°36'19"E	L75	56.88	S49°06'29"W	L129A	17.24	S39°20'31"E
L21	89.82	S16°51'34"W	L76	70.57	S03°57'04"W	L129B	4.81	S39°19'23"W
L22	59.57	S34°25'21"E	L77	62.08	S27°42'58"W	L130	78.19	S26°13'06"E
L23	57.23	N53°11'47"E	L78	10.29	S01°54'42"W	L131	81.06	S26°52'25"E
L24	58.19	S98°38'29"E	L79	65.56	S35°38'09"W	L132	50.77	N71°21'42"E
L25	55.78	S62°31'19"E	L80	55.57	S02°24'09"W	L133	45.47	S45°49'21"E
L26	50.31	S78°27'53"E	L81	29.08	S18°21'41"W	L134	30.97	S13°37'41"E
L27	45.42	N50°34'12"E	L82	55.93	S10°29'18"E	L135	39.22	S19°47'51"E
L28	43.00	S66°49'47"E	L83	27.52	S28°09'20"E	L136	34.98	S03°18'19"E
L29	40.26	N52°43'36"E	L84	73.83	S18°32'11"W	L137	73.60	S31°21'20"E
L30	46.12	S88°12'09"E	L85	62.12	S03°22'52"W	L138	55.84	N51°36'38"E
L31	47.01	N41°45'57"E	L86	72.81	S04°20'27"E	L139	39.09	N24°08'26"E
L32	47.33	N22°14'57"W	L87	26.34	S11°08'22"E	L140	29.05	N25°02'30"E
L33	35.18	N48°11'37"E	L88	34.76	S47°11'08"E	L141	39.16	N20°01'35"W
L34	37.86	S38°00'14"E	L89	47.69	S24°56'05"W	L142	32.32	N81°17'35"E
L35	88.66	S71°01'02"E	L90	68.56	S34°09'22"E	L143	47.79	N13°57'54"W
L36	33.37	S73°34'17"E	L91	93.20	S18°01'29"E	L144	25.79	N59°56'59"E
L37	32.83	N09°02'14"E	L92	78.45	S00°03'09"E	L145	49.94	N23°56'51"E
L38	26.23	N53°00'50"E	L93	60.56	S04°37'31"W	L146	59.18	N01°23'08"E
L39	24.07	N05°17'04"W	L94	48.84	S29°02'28"E	L147	96.48	N01°52'28"W
L40	84.03	N84°01'41"W	L95	42.47	S48°36'00"E	L148	47.07	N24°22'15"W
L41	80.98	N41°40'31"E	L96	28.39	S21°51'26"W	L149	44.74	N42°45'18"E
L42	48.49	N21°56'49"E	L97	40.05	S40°48'31"E	L150	30.01	N73°35'52"E
L43	18.80	N34°25'47"E	L98	91.45	S10°05'61"E	L151	109.70	N30°06'31"E
L44	36.76	N02°39'18"E	L99	23.93	S08°31'12"E	L152	77.79	N25°47'00"W
L45	32.65	N15°39'08"W	L100	54.23	S62°16'39"W	L153	73.17	N49°11'49"W
L46	41.03	N42°40'30"E	L101	41.94	S23°47'57"W	L154	61.80	N33°24'53"W
L47	28.43	N13°41'43"W	L102	58.55	S41°57'38"W	L155	42.75	S69°39'48"W
L48	32.82	N50°09'20"W	L103	21.18	S27°01'24"E	L156	120.09	S30°12'26"W
L49	27.61	N68°10'28"E	L104	67.06	S20°20'26"W	L157	117.90	N08°55'59"E
L50	27.97	N00°40'58"E	L105	21.85	S04°45'57"W	L158	65.29	N48°16'17"E
L51	22.20	N49°23'07"W	L106	29.16	S48°57'03"E	L159	64.22	N00°02'08"E
L52	27.87	N38°50'48"W	L107	24.78	S24°59'24"W	L160	17.27	N65°03'31"W
L53	29.06	N59°18'20"W	L108	31.20	S13°59'27"E	L161	32.44	N20°27'27"E
L54	58.58	N78°09'34"W	L109	32.27	S04°52'56"W	L162	84.04	N10°54'24"W
L55	50.47	N79°18'25"W	L110	24.90	S52°11'21"W	L163	68.17	N25°08'33"E

SHEET 3 OF 12

UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

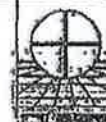
DRAFTER: JLS
JOB No. 2006-594

THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID. THE BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, FLORIDA, HAS REVIEWED THIS DRAWING, SKETCH, PLAT OR MAP AND HAS FOUND IT TO BE IN ACCORDANCE WITH THE FLORIDA SURVEYING AND MAPPING ACT AND THE FLORIDA SURVEYING AND MAPPING BOARD'S RULES AND REGULATIONS.

Clary & Associates, Inc.

PROFESSIONAL LAND SURVEYORS

3820 CROWN POINT ROAD, SUITE "A"
JACKSONVILLE, FLORIDA 32227
(904) 255-2700 FAX (904) 255-2701



DRAWN BY: JLS
SCALE: N/A
CHECKED BY: JLS

B. L. PITMAN, P.L.S. CERT. NO. 4827

MAP SHOWING

LINE TABLE			LINE TABLE			LINE TABLE		
LINE	LENGTH	BEARING	LINE	LENGTH	BEARING	LINE	LENGTH	BEARING
L164	47.88	N81°26'01"E	L219	38.73	N61°24'28"W	L274	50.99	N78°33'11"W
L165	54.09	N80°01'37"E	L220	26.00	N77°15'09"W	L275	44.72	S26°40'08"W
L166	76.24	N83°23'12"E	L221	75.11	N26°08'20"W	L276	140.80	N89°46'31"W
L167	42.06	N04°14'50"E	L222	59.96	N87°15'53"W	L277	110.11	N39°22'07"W
L168	81.73	N48°35'06"E	L223	18.44	S41°57'59"W	L278	92.20	S49°30'09"W
L169	103.24	N06°48'43"W	L224	32.82	S86°44'42"W	L279	150.38	S86°17'29"W
L170	32.37	N06°55'43"E	L225	37.28	S45°56'41"W	L280	30.83	S28°09'09"E
L171	19.57	N38°10'34"E	L226	62.88	S66°10'34"W	L281	46.38	S50°44'00"W
L172	46.10	N49°19'11"E	L227	44.68	N32°04'44"W	L282	63.24	S14°41'47"E
L173	26.11	N05°42'31"E	L228	44.68	N04°00'41"E	L283	49.57	S68°36'34"W
L174	31.58	N89°15'37"E	L229	40.56	N14°01'24"E	L284	109.78	S44°18'07"W
L175	14.81	S57°38'59"E	L230	56.17	N36°09'27"E	L285	49.14	S39°46'33"E
L176	23.72	S17°19'06"W	L231	28.71	N00°14'29"W	L286	53.44	S88°11'08"W
L177	28.37	S03°48'17"E	L232	42.14	N44°06'34"E	L287	59.41	S64°37'59"W
L178	32.56	N81°48'44"E	L233	49.13	N50°53'28"E	L288	73.29	S29°37'53"W
L179	84.82	S31°11'38"E	L234	59.98	N11°11'00"E	L289	57.34	S64°06'22"E
L180	46.15	N48°39'39"E	L235	57.97	N10°04'34"E	L290	75.00	S19°21'25"W
L181	45.69	N33°17'39"E	L236	60.56	N17°17'23"E	L291	59.04	S12°53'02"E
L182	50.45	N37°09'30"E	L237	14.73	N14°10'06"W	L292	85.26	S19°21'25"W
L183	38.48	N23°52'30"W	L238	89.67	N25°32'41"W	L293	87.20	N02°51'29"W
L184	26.01	N01°40'20"E	L239	64.29	N05°52'58"W	L294	62.01	N78°28'06"W
L185	38.25	N78°42'40"W	L240	42.83	N26°18'54"E	L295	88.59	S26°27'02"W
L186	37.47	N53°54'03"W	L241	19.87	N77°13'35"E	L296	67.54	S09°53'47"E
L187	39.73	N32°02'07"W	L242	43.64	N02°48'04"E	L297	44.72	S51°12'50"W
L188	44.35	N44°32'44"W	L243	42.18	N60°51'46"W	L298	94.43	N69°24'30"W
L189	27.84	N83°21'44"W	L244	33.89	N81°06'23"E	L299	94.17	S49°26'23"W
L190	32.09	N30°39'50"W	L245	33.86	N09°26'28"E	L300	141.93	S74°27'56"E
L191	44.54	N64°23'43"W	L246	31.02	N01°28'11"E	L301	52.74	S44°09'52"E
L192	48.95	N40°28'53"W	L247	22.98	N12°25'06"E	L302	113.69	S04°55'55"W
L193	61.93	N47°04'56"W	L248	18.57	N53°09'42"W	L303	69.62	S52°17'89"E
L194	44.82	N37°49'02"W	L249	36.96	N79°12'01"W	L304	56.74	N75°39'06"E
L195	18.71	S66°43'38"E	L250	18.58	N56°05'25"W	L305	64.80	S27°58'22"E
L196	57.51	N04°19'50"E	L251	39.82	S79°34'56"E	L306	134.68	S36°29'03"W
L197	98.44	N53°32'35"E	L252	21.63	S72°56'52"E	L307	57.66	S08°52'37"W
L198	82.67	S32°42'52"E	L253	19.28	N42°29'04"E	L308	114.05	S48°19'57"W
L199	76.75	N52°02'41"E	L254	45.31	N05°19'21"W	L309	59.38	S37°00'40"W
L200	22.61	N82°56'46"E	L255	37.61	N18°15'22"E	L310	73.70	S51°15'51"W
L201	24.72	S19°49'55"E	L256	35.70	N42°38'41"E	L311	69.56	S01°38'19"W
L202	69.60	S84°30'37"E	L257	25.86	N37°57'57"W	L312	84.31	S13°22'22"W
L203	75.38	N57°02'24"E	L258	26.47	N50°49'33"E	L313	54.62	S05°31'05"W
L204	53.99	N67°48'25"E	L259	28.93	N06°31'46"E	L314	99.52	S38°41'06"W
L205	51.05	N77°05'19"E	L260	53.33	N18°14'24"E	L315	43.99	S57°51'29"W
L206	42.66	N88°08'18"E	L261	53.61	N00°08'38"E	L316	165.67	N20°47'36"W
L207	48.79	N29°13'20"E	L262	30.25	N20°40'12"W	L317	100.27	N24°41'45"W
L208	36.16	N54°39'43"E	L263	49.59	N10°30'39"W	L318	102.29	N41°03'43"W
L209	83.46	N22°26'27"W	L264	47.19	N07°10'33"E	L319	100.28	N33°13'02"W
L210	42.85	N01°21'49"W	L265	43.76	N24°35'46"E	L320	100.02	N27°40'04"W
L211	42.78	N01°01'57"W	L266	25.45	N07°52'59"E	L321	20.24	N39°19'23"E
L212	50.58	N31°15'19"E	L267	58.16	N11°22'13"W	L322	94.05	N39°20'31"W
L213	38.62	N26°31'13"W	L268	32.48	N12°39'35"W	L323	100.65	N15°50'14"W
L214	49.83	N07°27'03"W	L269	34.80	N32°18'40"E	L324	100.00	N25°25'34"W
L215	55.55	N26°20'03"W	L270	3.26	N00°27'16"W	L325	100.10	N22°16'35"W
L216	40.52	N69°00'26"W	L271	80.78	S21°54'18"W	L326	100.82	N32°08'50"W
L217	39.21	N35°58'03"W	L272	26.93	N68°03'42"W	L327	95.72	N21°56'58"W
L218	53.43	N57°15'39"W	L273	70.18	N04°11'22"E	L328	100.32	N07°29'29"W

SHEET 4 OF 12

UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAN OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

DRAWN BY JLS
JOB NO. 2006-394

NO OTHER PERSON SHALL STATE OR IMPLY THAT HE OR SHE IS A LICENSED SURVEYOR OR MAPPER UNLESS HE OR SHE IS SO LICENSED BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS. ANY PERSON WHO DOES SO WITHOUT BEING SO LICENSED IS VIOLATING THE FLORIDA SURVEYING AND MAPPING ACT, CHAPTER 471, F.S., AND IS SUBJECT TO THE PENALTIES THEREIN PROVIDED.

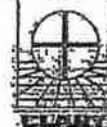
Clary & Associates, Inc.

PROFESSIONAL LAND SURVEYORS

2008-2009 FIDUCIARY STATE "A"

JACKSONVILLE, FLORIDA 32207

(904) 222-2222 FAX (904) 222-2222



DATE: 11/11/2006

SCALE: N/A

CHECKED BY: JLS

E. I. Pittman

E. I. PITTMAN, P.L.S. CERT. NO. 4827

MAP SHOWING

LINE TABLE		
LINE	LENGTH	BEARING
L329	100.00	N02°14'13"W
L330	100.08	N14°21'21"W
L331	101.79	N01°28'24"W
L332	100.22	N15°53'54"W
L333	94.90	N16°17'26"W
L334	100.22	N05°49'42"W
L335	101.12	N07°16'35"E
L336	110.67	N07°58'55"W
L337	37.66	N02°44'01"E
L338	199.79	N08°59'52"W
L339	121.15	N04°46'48"W
L340	160.18	N12°09'00"W
L341	160.02	N05°08'07"E
L342	141.70	N18°19'18"W
L343	158.82	N14°11'57"W
L344	149.95	N05°24'24"W
L345	144.68	N03°28'57"W
L346	128.72	N42°00'33"E
L347	184.51	N39°23'24"W
L348	155.85	N08°19'55"W
L349	108.87	N00°16'26"W
L350	114.51	N02°23'13"E
L351	80.64	N60°01'48"E

SHEET 5 OF 12

UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAN OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

DRAFTER: JLS
JOB No. 2005-384

THIS DRAWING, SKETCH, PLAN OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.
UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAN OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

Clary & Associates, Inc.

PROFESSIONAL LAND SURVEYORS

3830 CROWN POINT BLVD. SUITE 200

DADE COUNTY, FLORIDA 33137

PHONE: (305) 444-1111 FAX: (305) 444-1112



DATE: 11/11/2005

SCALE: N/A

CHECKED BY: JLS

B. L. Pittman

B. L. PITTMAN, P.L.S. CERT. NO. 4627

MAP SHOWING

OVERALL PARCEL

A PORTION OF SECTION 19, "CRANEY ISLAND," AND A PORTION OF SECTIONS 6 AND 49, ALL IN TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 6; THENCE SOUTH 89°41'48" EAST, ALONG THE NORTHERLY LINE OF SAID SECTION 6, A DISTANCE OF 1143.72 FEET TO ITS INTERSECTION WITH THE ORIGINAL GOVERNMENT MEANDER LINE; THENCE SOUTHWESTERLY AND SOUTHEASTERLY ALONG LAST SAID LINE, RUN THE FOLLOWING FOUR (4) COURSES AND DISTANCES: COURSE NO. 1: SOUTH 23°25'53" WEST, 1135.18 FEET, TO THE EASTERLY PROLONGATION OF THE SOUTHERLY BOUNDARY OF THOSE LANDS DESIGNATED AS PARCEL 1, AND DESCRIBED AND RECORDED IN OFFICIAL RECORDS 0539, PAGE 1099, OF THE PUBLIC RECORDS OF SAID COUNTY, AND THE POINT OF BEGINNING; COURSE NO. 2: CONTINUE SOUTH 23°25'53" WEST, 111.15 FEET; COURSE NO. 3: SOUTH 00°17'01" WEST, 327.86 FEET; COURSE NO. 4: SOUTH 09°46'52" EAST, 496.61 FEET TO THE WATERWARD BOUNDARY LINE (AS OF JULY 1, 1975), AS DIGITIZED AND SHOWN ON CLARY & ASSOCIATES, INC. MAP FILE NO. T2N-57, DATED MARCH 16, 1998; THENCE SOUTHWESTERLY, NORTHWESTERLY, SOUTHEASTERLY, NORTHEASTERLY ALONG THE BOUNDARY OF SAID LINE, RUN THE FOLLOWING FIFTY-SIX (56) COURSES AND DISTANCES: COURSE NO. 1: SOUTH 74°45'13" WEST, 281.30 FEET; COURSE NO. 2: NORTH 77°55'13" WEST, 168.67 FEET; COURSE NO. 3: SOUTH 21°54'18" WEST, 80.78 FEET; COURSE NO. 4: NORTH 68°05'42" WEST, 26.93 FEET; COURSE NO. 5: NORTH 04°11'22" EAST, 70.18 FEET; COURSE NO. 6: NORTH 78°35'11" WEST, 50.99 FEET; COURSE NO. 7: SOUTH 26°40'08" WEST, 44.72 FEET; COURSE NO. 8: NORTH 83°46'51" WEST, 140.80 FEET; COURSE NO. 9: NORTH 39°22'07" WEST, 110.11 FEET; COURSE NO. 10: SOUTH 49°30'09" WEST, 92.20 FEET; COURSE NO. 11: SOUTH 86°17'23" WEST, 150.33 FEET; COURSE NO. 12: SOUTH 12°25'30" EAST, 184.39 FEET; COURSE NO. 13: SOUTH 52°50'16" EAST, 265.50 FEET; COURSE NO. 14: SOUTH 40°36'19" EAST, 395.76 FEET; COURSE NO. 15: SOUTH 28°09'09" EAST, 30.83 FEET; COURSE NO. 16: SOUTH 01°26'15" WEST, 284.50 FEET; COURSE NO. 17: SOUTH 50°44'00" WEST, 46.38 FEET; COURSE NO. 18: SOUTH 14°41'47" EAST, 63.24 FEET; COURSE NO. 19: SOUTH 68°36'34" WEST, 49.57 FEET; COURSE NO. 20: SOUTH 44°18'07" WEST, 109.78 FEET; COURSE NO. 21: SOUTH 39°46'33" EAST, 49.14 FEET; COURSE NO. 22: SOUTH 38°11'28" WEST, 53.44 FEET; COURSE NO. 23: SOUTH 64°57'53" WEST, 59.41 FEET; COURSE NO. 24: SOUTH 29°37'55" WEST, 73.29 FEET; COURSE NO. 25: SOUTH 64°06'22" EAST, 57.34 FEET; COURSE NO. 26: SOUTH 04°00'47" EAST, 225.67 FEET; COURSE NO. 27: SOUTH 19°21'25" WEST, 75.00 FEET; COURSE NO. 28: SOUTH 12°55'02" EAST, 53.04 FEET; COURSE NO. 29: SOUTH 19°21'25" WEST, 85.26 FEET; COURSE NO. 30: NORTH 02°51'29" WEST, 87.20 FEET; COURSE NO. 31: NORTH 78°28'06" WEST, 62.01 FEET; COURSE NO. 32: SOUTH 25°27'02" WEST, 88.59 FEET; COURSE NO. 33: SOUTH 09°53'47" EAST, 67.54 FEET; COURSE NO. 34: SOUTH 51°12'50" WEST, 44.72 FEET; COURSE NO. 35: SOUTH 65°34'32" WEST, 261.52 FEET;

SHEET 6 OF 12

UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAN OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

DRAFTER: JLS
JOB No. 2005-394

UNLESS OTHERWISE SHOWN AND NOTED HEREON, THIS MAP OR PLAN MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS, HARTLEY AND CO., FLORIDA, ADMINISTRATIVE CODE, FURNISHING EVIDENCE OF COMPLIANCE WITH THE FLORIDA PROFESSIONAL SURVEYING AND MAPPING ACT, AND DOES NOT VIOLATE ANY NATIONAL OR REGIONAL STANDARDS.

Clary & Associates, Inc.

PROFESSIONAL LAND SURVEYORS

3830 CROWN POINT ROAD SUITE "A"
JACKSONVILLE, FLORIDA 32257
904-260-2700 FAX NO. 9734



DATE: MARCH 2006

SCALE: N/A

CHECKED BY: [Signature]

B. L. PITTMAN, P.L.S. CERT. NO. 4827

MAP SHOWING

COURSE NO. 36: NORTH 69°24'50" WEST, 94.43 FEET; COURSE NO. 37: SOUTH 49°26'23" WEST, 94.17 FEET; COURSE NO. 38: SOUTH 74°27'56" EAST, 141.93 FEET; COURSE NO. 39: SOUTH 44°09'52" EAST, 52.74 FEET; COURSE NO. 40: SOUTH 04°55'55" WEST, 113.69 FEET; COURSE NO. 41: SOUTH 52°17'39" EAST, 69.62 FEET; COURSE NO. 42: NORTH 75°39'06" EAST, 56.74 FEET; COURSE NO. 43: SOUTH 27°58'22" EAST, 64.20 FEET; COURSE NO. 44: SOUTH 12°27'32" WEST, 248.98 FEET; COURSE NO. 45: SOUTH 35°29'03" WEST, 134.63 FEET; COURSE NO. 46: SOUTH 08°52'37" WEST, 57.66 FEET; COURSE NO. 47: SOUTH 48°19'57" WEST, 114.05 FEET; COURSE NO. 48: SOUTH 37°00'40" WEST, 59.38 FEET; COURSE NO. 49: SOUTH 51°15'51" WEST, 73.70 FEET; COURSE NO. 50: SOUTH 01°38'19" WEST, 63.56 FEET; COURSE NO. 51: SOUTH 13°22'22" WEST, 54.31 FEET; COURSE NO. 52: SOUTH 05°31'05" WEST, 54.62 FEET; COURSE NO. 53: SOUTH 38°41'06" WEST, 99.52 FEET; COURSE NO. 54: SOUTH 57°51'29" WEST, 43.99 FEET; COURSE NO. 55: NORTH 20°47'36" WEST, 165.67 FEET; COURSE NO. 56: NORTH 24°41'45" WEST, 100.27 FEET TO THE MEAN HIGH WATER LINE (AS ESTABLISHED BY CLARY & ASSOCIATES, IN ACCORDANCE WITH CHAPTER 177, PART II, FLORIDA STATUTES, CHAPTER 18-5, F.A.C. AND CHAPTER 21HH-6, F.A.C., AS SHOWN ON CLARY & ASSOCIATES MAP, FILE NO. T2N-35); THENCE NORTHWESTERLY AND NORTHEASTERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING THIRTY-FOUR (34) COURSES AND DISTANCES: COURSE NO. 1: NORTH 41°03'43" WEST, 102.29 FEET; COURSE NO. 2: NORTH 33°13'02" WEST, 100.28 FEET; COURSE NO. 3: NORTH 27°40'04" WEST, 100.02 FEET; COURSE NO. 4: NORTH 39°19'23" EAST, 20.24 FEET; COURSE NO. 5: NORTH 39°20'31" WEST, 94.05 FEET; COURSE NO. 6: NORTH 15°50'14" WEST, 100.65 FEET; COURSE NO. 7: NORTH 25°25'34" WEST, 100.00 FEET; COURSE NO. 8: NORTH 22°16'35" WEST, 100.10 FEET; COURSE NO. 9: NORTH 32°08'50" WEST, 100.82 FEET; COURSE NO. 10: NORTH 21°56'56" WEST, 95.72 FEET; COURSE NO. 11: NORTH 07°29'29" WEST, 100.32 FEET; COURSE NO. 12: NORTH 12°14'13" WEST, 100.00 FEET; COURSE NO. 13: NORTH 14°21'21" WEST, 100.08 FEET; COURSE NO. 14: NORTH 01°28'24" WEST, 101.73 FEET; COURSE NO. 15: NORTH 15°53'54" WEST, 100.22 FEET; COURSE NO. 16: NORTH 16°17'26" WEST, 94.90 FEET; COURSE NO. 17: NORTH 05°49'42" WEST, 100.32 FEET; COURSE NO. 18: NORTH 07°16'35" EAST, 101.12 FEET; COURSE NO. 19: NORTH 07°58'55" WEST, 110.67 FEET; COURSE NO. 20: NORTH 02°44'01" EAST, 37.66 FEET; COURSE NO. 21: NORTH 03°59'52" WEST, 199.79 FEET; COURSE NO. 22: NORTH 04°46'48" WEST, 131.15 FEET; COURSE NO. 23: NORTH 12°03'00" WEST, 160.18 FEET; COURSE NO. 24: NORTH 05°08'07" EAST, 160.02 FEET; COURSE NO. 25: NORTH 13°19'18" WEST, 141.70 FEET; COURSE NO. 26: NORTH 14°11'57" WEST, 154.82 FEET; COURSE NO. 27: NORTH 05°24'24" WEST, 143.95 FEET; COURSE NO. 28: NORTH 05°28'57" WEST, 144.68 FEET; COURSE NO. 29: NORTH 42°00'35" EAST, 128.72 FEET; COURSE NO. 30: NORTH 39°33'24" WEST, 184.51 FEET; COURSE NO. 31: NORTH 08°19'55" WEST, 155.35 FEET; COURSE NO. 32: NORTH 00°16'26" WEST, 103.87 FEET; COURSE NO. 33: NORTH 02°23'15" EAST, 114.51 FEET; COURSE NO. 34: NORTH 60°01'48" EAST, 30.64

SHEET 7 OF 12.

UNLESS OTHERWISE SHOWN AND STATED HEREON, THIS MAP OR DRAWING BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. THIS DRAWING, SKETCH, PLAN OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

DRAFTER: JCS
JOB No. 2008-394

UNLESS OTHERWISE SHOWN AND STATED HEREON, THIS MAP OR DRAWING BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. THIS DRAWING, SKETCH, PLAN OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

Clary & Associates, Inc.
PROFESSIONAL LAND SURVEYORS
3650 CROWN POINT ROAD, SUITE "A"
JACKSONVILLE, FLORIDA 32217
(904) 959-1785



CHECKED BY: JCS

B. L. PITTMAN, P.L.S. CERT. NO. 4827

MAP SHOWING

FEET TO THE WESTERLY PROLONGATION OF THE AFORESAID SOUTHERLY BOUNDARY OF THOSE LANDS DESIGNATED AS PARCEL 1, AND DESCRIBED AND RECORDED IN SAID OFFICIAL RECORDS 0539, PAGE 1099; THENCE NORTH 83°40'50" EAST, ALONG LAST SAID LINE, AND ALONG SAID SOUTHERLY LINE OF THOSE LANDS DESIGNATED AS PARCEL 1, AND DESCRIBED AND RECORDED IN SAID OFFICIAL RECORDS 0539, PAGE 1099, AND THE WESTERLY PROLONGATION THEREOF, A DISTANCE OF 2119.06 FEET, TO THE POINT OF BEGINNING.

CONTAINING 113.69 ACRES, MORE OR LESS.

LESS AND EXCEPT:

EXCEPTION PARCEL 1

A PORTION OF SECTIONS 6 AND 49, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, STATE OF FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 6, SAID TOWNSHIP AND RANGE; THENCE SOUTH 89°41'48" EAST, ALONG THE NORTHERLY LINE OF SAID SECTION 6, A DISTANCE OF 1143.72 FEET TO ITS INTERSECTION WITH THE ORIGINAL GOVERNMENT MEANDER LINE; THENCE SOUTH 23°25'53" WEST, ALONG LAST SAID LINE, 1135.18 FEET, TO THE EASTERLY PROLONGATION OF THE SOUTHERLY BOUNDARY OF THOSE LANDS DESIGNATED AS PARCEL 1, AND DESCRIBED AND RECORDED IN OFFICIAL RECORDS 0539, PAGE 1099, OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 83°40'50" WEST, ALONG LAST SAID LINE, AND ALONG SAID SOUTHERLY LINE OF THOSE LANDS DESIGNATED AS PARCEL 1, AND DESCRIBED AND RECORDED IN SAID OFFICIAL RECORDS 0539, PAGE 1099, A DISTANCE OF 700.79 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 83°40'50" WEST, ALONG LAST SAID LINE, 204.22 FEET; THENCE SOUTH 17°13'24" WEST, 44.14 FEET; THENCE SOUTH 30°09'07" EAST, 37.77 FEET; THENCE SOUTH 25°59'31" WEST, 42.47 FEET; THENCE SOUTH 10°33'26" EAST, 29.10 FEET; THENCE SOUTH 02°10'19" WEST, 60.58 FEET; THENCE SOUTH 00°07'55" WEST, 88.91 FEET; THENCE SOUTH 21°10'52" EAST, 50.91 FEET; THENCE SOUTH 16°12'58" WEST, 48.34 FEET; THENCE SOUTH 13°55'55" WEST, 61.63 FEET; THENCE SOUTH 09°55'59" WEST, 43.84 FEET; THENCE SOUTH 79°54'16" EAST, 27.58 FEET; THENCE SOUTH 59°55'25" EAST, 34.19 FEET; THENCE NORTH 62°26'44" EAST, 42.94 FEET; THENCE SOUTH 10°52'46" WEST, 28.26 FEET; THENCE NORTH 62°20'22" EAST, 19.06 FEET; THENCE NORTH 59°10'11" EAST, 44.72 FEET; THENCE SOUTH 05°04'47" EAST, 17.90 FEET; THENCE NORTH 63°00'16" EAST, 48.73 FEET; THENCE SOUTH 68°48'49" EAST, 39.47 FEET; THENCE SOUTH 37°38'19" EAST, 22.47 FEET; THENCE SOUTH 18°51'34" WEST, 39.82 FEET; THENCE SOUTH 34°28'21" EAST, 59.57 FEET; THENCE NORTH 53°11'47" EAST, 57.23 FEET; THENCE SOUTH 38°33'29" EAST, 53.19 FEET; THENCE SOUTH 62°31'19"

SHEET 8 OF 12

UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAN OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

DRAFTER: JLS
JOB No. 2008-394

APPROVED: I HAVE READ AND STATED HEREON THIS MAP OR PLAN MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS, AND THAT IT IS ACCURATE AND COMPLIES WITH THE STANDARDS OF THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS.

Glary & Associates, Inc.

PROFESSIONAL LAND SURVEYORS

5630 CROWN POINT ROAD, SUITE "A"

JACKSONVILLE, FLORIDA 32257

PHONE 904-204-2100 FAX 904-204-2101



DATE: 10/20/2008

SCALE: N/A

CHECKED BY: [Signature]

[Signature]

B. L. PITTMAN, P.L.S. CERT. NO. 4827

MAP SHOWING

AST, 55.78 FEET; THENCE SOUTH 78°27'53" EAST, 50.31 FEET; THENCE NORTH 50°34'12" EAST, 45.42 FEET; THENCE SOUTH 60°43'47" EAST, 43.00 FEET; THENCE NORTH 52°43'36" EAST, 40.26 FEET; THENCE SOUTH 88°12'09" EAST, 46.12 FEET; THENCE NORTH 41°45'57" EAST, 47.01 FEET; THENCE NORTH 22°14'57" WEST, 47.55 FEET; THENCE NORTH 48°11'37" EAST, 35.18 FEET; THENCE SOUTH 58°00'14" EAST, 37.86 FEET; THENCE SOUTH 71°01'02" EAST, 58.66 FEET; THENCE SOUTH 75°24'17" EAST, 35.37 FEET; THENCE NORTH 09°03'14" EAST, 32.83 FEET; THENCE NORTH 55°00'50" EAST, 26.25 FEET; THENCE NORTH 05°17'04" WEST, 24.07 FEET; THENCE NORTH 84°01'41" WEST, 34.03 FEET; THENCE NORTH 41°40'31" EAST, 20.98 FEET; THENCE NORTH 21°56'48" EAST, 43.49 FEET; THENCE NORTH 34°35'47" EAST, 18.80 FEET; THENCE NORTH 02°39'18" EAST, 36.76 FEET; THENCE NORTH 15°59'06" WEST, 32.65 FEET; THENCE NORTH 42°40'30" EAST, 41.05 FEET; THENCE NORTH 13°41'45" WEST, 38.45 FEET; THENCE NORTH 50°05'20" WEST, 32.82 FEET; THENCE NORTH 68°00'28" WEST, 27.61 FEET; THENCE NORTH 00°00'58" EAST, 27.97 FEET; THENCE NORTH 45°23'07" WEST, 22.20 FEET; THENCE NORTH 78°50'48" WEST, 27.87 FEET; THENCE NORTH 50°10'20" WEST, 29.06 FEET; THENCE NORTH 76°09'34" WEST, 58.58 FEET; THENCE NORTH 79°18'25" WEST, 50.47 FEET; THENCE SOUTH 88°00'31" WEST, 51.11 FEET; THENCE NORTH 70°12'28" WEST, 56.09 FEET; THENCE SOUTH 83°36'37" WEST, 60.06 FEET; THENCE NORTH 44°46'36" WEST, 42.23 FEET; THENCE NORTH 24°21'39" EAST, 55.12 FEET; THENCE NORTH 13°31'32" EAST, 37.96 FEET; THENCE NORTH 80°53'00" WEST, 48.79 FEET; THENCE SOUTH 67°02'56" WEST, 53.12 FEET; THENCE NORTH 51°42'00" WEST, 50.17 FEET; THENCE NORTH 54°14'14" WEST, 52.60 FEET TO THE POINT OF BEGINNING.

ABOVE EXCEPTION CONTAINING 8.30 ACRES MORE OR LESS.

FURTHER LESS AND EXCEPT:

EXCEPTION PARCEL 2

A PORTION OF SECTIONS 6 AND 49, AND A PORTION OF SECTION 19, "CRANEY ISLAND," ALL IN TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, STATE OF FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 6, SAID TOWNSHIP AND RANGE; THENCE SOUTH 89°41'48" EAST, ALONG THE NORTHERLY LINE OF SAID SECTION 6, A DISTANCE OF 1143.72 FEET TO ITS INTERSECTION WITH THE ORIGINAL GOVERNMENT MEANDER LINE; THENCE SOUTH 23°25'53" WEST, ALONG LAST SAID LINE, 1135.18 FEET, TO THE EASTERLY PROLONGATION OF THE SOUTHERLY BOUNDARY OF THOSE LANDS DESIGNATED AS PARCEL 1, AND DESCRIBED AND RECORDED IN OFFICIAL RECORDS

SHEET 9 OF 12

UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

DRAFTER: JLS
JOB No. 2006-394

THIS DOCUMENT IS KNOWN AND STATED HEREON, THIS MAP OR PLAT MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE BOARD OF PROFESSIONAL SURVEYORS & MAPPERS, FLORIDA, AND IS IN ACCORDANCE WITH THE FLORIDA STATUTES AND RULES GOVERNING THE PRACTICE OF SURVEYING AND MAPPING.

Clary & Associates, Inc.
PROFESSIONAL LAND SURVEYORS

3830 CORDON POINT ROAD, SUITE "A"
JACKSONVILLE, FLORIDA 32257
PHONE: 904-727-2700 FAX: 904-727-2701



DATE: MARCH 2006

SCALE: N/A

CHECKED BY: [Signature]

B. L. PITTMAN, P.L.S. CERT. NO. 4827

MAP SHOWING

0539, PAGE 1099, OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 83°40'50" WEST, ALONG LAST SAID LINE, AND ALONG SAID SOUTHERLY LINE OF THOSE LANDS DESIGNATED AS PARCEL 1, AND DESCRIBED AND RECORDED IN SAID OFFICIAL RECORDS 0539, PAGE 1099, A DISTANCE OF 953.93 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 83°40'50" WEST, ALONG LAST SAID LINE, 819.67 FEET; THENCE SOUTH 06°12'26" WEST, 32.17 FEET; THENCE SOUTH 00°45'14" EAST, 43.20 FEET; THENCE SOUTH 66°37'45" WEST, 54.91 FEET; THENCE SOUTH 26°47'01" EAST, 40.09 FEET; THENCE SOUTH 34°28'50" EAST, 70.54 FEET; THENCE SOUTH 52°43'37" WEST, 29.88 FEET; THENCE SOUTH 12°55'52" EAST, 40.56 FEET; THENCE SOUTH 34°50'09" WEST, 68.33 FEET; THENCE SOUTH 08°08'27" WEST, 62.01 FEET; THENCE SOUTH 43°06'29" WEST, 56.88 FEET; THENCE SOUTH 03°57'04" WEST, 70.57 FEET; THENCE SOUTH 27°42'55" WEST, 62.08 FEET; THENCE SOUTH 01°54'42" WEST, 10.29 FEET; THENCE SOUTH 35°38'03" WEST, 65.56 FEET; THENCE SOUTH 02°24'09" WEST, 55.57 FEET; THENCE SOUTH 13°21'41" WEST, 29.08 FEET; THENCE SOUTH 10°29'18" EAST, 55.93 FEET; THENCE SOUTH 28°09'20" EAST, 27.52 FEET; THENCE SOUTH 18°32'11" WEST, 73.83 FEET; THENCE SOUTH 03°32'52" WEST, 62.12 FEET; THENCE SOUTH 04°20'27" EAST, 72.81 FEET; THENCE SOUTH 11°08'22" EAST, 26.54 FEET; THENCE SOUTH 47°11'08" EAST, 34.76 FEET; THENCE SOUTH 24°56'05" WEST, 47.69 FEET; THENCE SOUTH 34°09'22" EAST, 68.56 FEET; THENCE SOUTH 18°01'29" EAST, 93.20 FEET; THENCE SOUTH 00°03'09" EAST, 73.45 FEET; THENCE SOUTH 04°37'31" WEST, 60.56 FEET; THENCE SOUTH 23°02'28" EAST, 48.84 FEET; THENCE SOUTH 48°56'00" EAST, 42.47 FEET; THENCE SOUTH 21°51'26" WEST, 28.89 FEET; THENCE SOUTH 40°48'31" EAST, 40.05 FEET; THENCE SOUTH 10°05'51" EAST, 81.45 FEET; THENCE SOUTH 08°51'12" EAST, 23.93 FEET; THENCE SOUTH 62°16'58" WEST, 54.23 FEET; THENCE SOUTH 23°47'57" WEST, 41.94 FEET; THENCE SOUTH 41°57'38" WEST, 58.55 FEET; THENCE SOUTH 27°01'24" EAST, 21.18 FEET; THENCE SOUTH 20°20'26" WEST, 67.06 FEET; THENCE SOUTH 04°45'57" WEST, 21.85 FEET; THENCE SOUTH 48°57'05" EAST, 29.16 FEET; THENCE SOUTH 24°59'34" WEST, 24.78 FEET; THENCE SOUTH 13°59'27" EAST, 31.20 FEET; THENCE SOUTH 04°52'56" WEST, 32.27 FEET; THENCE SOUTH 52°11'21" WEST, 24.90 FEET; THENCE SOUTH 11°13'35" EAST, 28.13 FEET; THENCE SOUTH 03°30'40" EAST, 91.10 FEET; THENCE SOUTH 01°09'27" EAST, 42.34 FEET; THENCE SOUTH 43°09'18" WEST, 12.61 FEET; THENCE SOUTH 06°42'47" EAST, 556.62 FEET; THENCE SOUTH 24°36'25" EAST, 27.79 FEET; THENCE SOUTH 00°40'18" EAST, 81.14 FEET; THENCE SOUTH 06°42'47" EAST, 19.16 FEET; THENCE SOUTH 41°17'53" EAST, 22.54 FEET; THENCE SOUTH 07°58'59" WEST, 21.03 FEET; THENCE SOUTH 23°22'17" EAST, 97.13 FEET; THENCE SOUTH 37°29'36" EAST, 48.41 FEET; THENCE NORTH 79°08'54" EAST, 46.50 FEET; THENCE SOUTH 47°05'32" EAST, 8.48 FEET; THENCE SOUTH 34°52'47" WEST, 62.12 FEET; THENCE SOUTH 26°54'22" EAST, 60.43 FEET; THENCE SOUTH 22°29'46" EAST, 63.98 FEET;

SHEET 10 OF 12

UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER
THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

DRAFTER: JS
JOB No. 2008-394

ARREST OTHERWISE BROWN AND STATED: MOREON, THIS MAP OR
 NOT MEET THE JURISDICTIONAL STANDARDS SET FORTH
 IN FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS
 AFTER 2107-2, FLORIDA ADMINISTRATIVE CODE, PURSUANT
 TO THE 2002 FLORIDA STATUTES, AND DOES NOT
 SECONDLY, UNLAWFUL NATIONAL OR REGIONAL STANDARDS.

Clary & Associates, Inc.
PROFESSIONAL LAND SURVEYORS
5830 CROWN POINT ROAD SUITE "A"
JACKSONVILLE, FLORIDA 32257
(904) 726-2725 (IN FLA. 325)



DATE JUNE 2016

SCALE 1" = 100'

CHECKED BY 175

B. L. PETERMAN, P.L.S. CERT. NO. 4827

MAP SHOWING

THENCE SOUTH 22°26'49" EAST, 103.70 FEET; THENCE SOUTH 23°04'12" EAST, 78.39 FEET; THENCE SOUTH 23°47'18" EAST, 83.24 FEET; THENCE SOUTH 39°20'31" EAST, 17.24 FEET; THENCE SOUTH 39°19'23" WEST, 4.81 FEET; THENCE SOUTH 26°13'06" EAST, 78.19 FEET; THENCE SOUTH 26°52'25" EAST, 81.06 FEET; THENCE NORTH 71°21'42" EAST, 50.77 FEET; THENCE SOUTH 45°49'21" EAST, 45.47 FEET; THENCE SOUTH 13°37'41" EAST, 30.97 FEET; THENCE SOUTH 19°47'51" EAST, 39.22 FEET; THENCE SOUTH 05°18'19" EAST, 34.98 FEET; THENCE SOUTH 31°21'20" EAST, 73.60 FEET; THENCE NORTH 51°36'38" EAST, 55.84 FEET; THENCE NORTH 24°08'26" EAST, 39.09 FEET; THENCE NORTH 25°02'30" EAST, 29.05 FEET; THENCE NORTH 20°01'35" WEST, 33.16 FEET; THENCE NORTH 81°17'35" EAST, 32.32 FEET; THENCE NORTH 13°57'54" WEST, 47.79 FEET; THENCE NORTH 59°56'59" EAST, 25.79 FEET; THENCE NORTH 23°56'51" EAST, 49.94 FEET; THENCE NORTH 01°25'58" EAST, 59.13 FEET; THENCE NORTH 01°52'28" WEST, 96.48 FEET; THENCE NORTH 24°22'15" WEST, 47.07 FEET; THENCE NORTH 42°45'18" EAST, 44.74 FEET; THENCE NORTH 73°55'52" EAST, 30.01 FEET; THENCE NORTH 30°06'31" EAST, 109.70 FEET; THENCE NORTH 25°47'00" WEST, 77.79 FEET; THENCE NORTH 43°11'45" WEST, 73.17 FEET; THENCE NORTH 33°24'53" WEST, 61.80 FEET; THENCE SOUTH 63°59'48" WEST, 42.75 FEET; THENCE SOUTH 30°12'26" WEST, 120.09 FEET; THENCE NORTH 08°55'59" EAST, 117.90 FEET; THENCE NORTH 48°16'17" EAST, 65.29 FEET; THENCE NORTH 00°02'08" EAST, 64.23 FEET; THENCE NORTH 65°03'31" WEST, 17.27 FEET; THENCE NORTH 20°27'27" EAST, 32.44 FEET; THENCE NORTH 10°54'24" WEST, 84.04 FEET; THENCE NORTH 25°08'35" EAST, 68.17 FEET; THENCE NORTH 81°26'01" EAST, 47.88 FEET; THENCE NORTH 80°01'37" EAST, 54.09 FEET; THENCE NORTH 33°23'12" EAST, 76.24 FEET; THENCE NORTH 04°14'50" EAST, 42.06 FEET; THENCE NORTH 48°53'06" EAST, 31.73 FEET; THENCE NORTH 06°43'43" WEST, 103.24 FEET; THENCE NORTH 06°55'43" EAST, 32.37 FEET; THENCE NORTH 38°10'34" EAST, 19.57 FEET; THENCE NORTH 49°19'11" EAST, 46.10 FEET; THENCE NORTH 05°42'31" EAST, 26.11 FEET; THENCE NORTH 89°15'37" EAST, 31.50 FEET; THENCE SOUTH 57°38'59" EAST, 14.81 FEET; THENCE SOUTH 17°17'06" WEST, 23.72 FEET; THENCE SOUTH 03°48'17" EAST, 28.37 FEET; THENCE NORTH 81°43'44" EAST, 32.56 FEET; THENCE SOUTH 31°11'33" EAST, 34.32 FEET; THENCE NORTH 48°39'39" EAST, 46.15 FEET; THENCE NORTH 33°17'33" EAST, 45.69 FEET; THENCE NORTH 37°09'30" EAST, 50.45 FEET; THENCE NORTH 23°52'30" WEST, 38.40 FEET; THENCE NORTH 01°40'20" EAST, 26.01 FEET; THENCE NORTH 78°42'40" WEST, 33.25 FEET; THENCE NORTH 53°54'03" WEST, 37.47 FEET; THENCE NORTH 32°02'07" WEST, 39.73 FEET; THENCE NORTH 44°32'44" WEST, 44.35 FEET; THENCE NORTH 23°21'44" WEST, 27.04 FEET; THENCE NORTH 30°39'50" WEST, 32.09 FEET; THENCE NORTH 64°23'43" WEST, 44.54 FEET; THENCE NORTH 40°28'53" WEST, 48.95 FEET; THENCE NORTH 47°04'56" WEST, 61.93 FEET; THENCE NORTH 37°49'02" WEST, 44.82 FEET; THENCE SOUTH 66°43'38" EAST, 18.71 FEET; THENCE NORTH 04°19'50" EAST, 57.51 FEET; THENCE NORTH 53°32'35" EAST, 38.44 FEET; THENCE SOUTH 52°42'52" EAST, 32.67 FEET; THENCE NORTH 52°02'41" EAST, 76.75 FEET; THENCE NORTH 82°56'46" EAST, 22.61 FEET; THENCE SOUTH 19°49'35" EAST, 24.72 FEET;

SHEET 11 OF 12

UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAN OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

DRAFTER: J.S.
JOB No. 2005-394

UNLESS OTHERWISE SHOWN AND STATED HEREON, THIS MAP OR SKETCH MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS. I, THE DRAFTER, HEREBY CERTIFY THAT I AM A LICENSED SURVEYOR AND MAPPER, AND THAT I HAVE NOT BEEN DISCIPLINED BY THE BOARD OF PROFESSIONAL SURVEYORS & MAPPERS.

Clary & Associates, Inc.
PROFESSIONAL LAND SURVEYORS
3908 CROWN POINT ROAD, SUITE "A"
LEESVILLE, FLORIDA 32257
P.L.S. NO. 3751



DATE: 10/20/2005

SCALE: N/A

CHECKED BY: JBS

B. I. PILLMAN, P.L.S. CERT. NO. 4827

MAP SHOWING

THENCE SOUTH 84°30'37" EAST, 69.60 FEET; THENCE NORTH 57°02'24" EAST, 75.38 FEET; THENCE NORTH 67°48'15" EAST, 55.99 FEET; THENCE NORTH 77°05'19" EAST, 51.05 FEET; THENCE NORTH 88°08'18" EAST, 42.66 FEET; THENCE NORTH 29°13'20" EAST, 48.70 FEET; THENCE NORTH 54°39'43" EAST, 36.16 FEET; THENCE NORTH 22°25'27" WEST, 33.46 FEET; THENCE NORTH 01°21'49" WEST, 42.85 FEET; THENCE NORTH 01°01'57" WEST, 42.78 FEET; THENCE NORTH 31°15'19" EAST, 50.58 FEET; THENCE NORTH 26°51'13" WEST, 38.62 FEET; THENCE NORTH 07°27'03" WEST, 49.83 FEET; THENCE NORTH 26°20'03" WEST, 55.55 FEET; THENCE NORTH 69°00'26" WEST, 40.52 FEET; THENCE NORTH 35°58'03" WEST, 39.21 FEET; THENCE NORTH 57°15'59" WEST, 53.43 FEET; THENCE NORTH 61°24'28" WEST, 38.73 FEET; THENCE NORTH 77°15'09" WEST, 76.00 FEET; THENCE NORTH 28°08'20" WEST, 75.11 FEET; THENCE NORTH 87°15'53" WEST, 59.96 FEET; THENCE SOUTH 41°57'59" WEST, 18.44 FEET; THENCE SOUTH 86°44'42" WEST, 32.02 FEET; THENCE SOUTH 45°56'41" WEST, 37.28 FEET; THENCE SOUTH 66°10'34" WEST, 62.80 FEET; THENCE NORTH 32°04'44" WEST, 44.68 FEET; THENCE NORTH 04°00'41" EAST, 44.68 FEET; THENCE NORTH 14°01'24" EAST, 40.56 FEET; THENCE NORTH 36°09'27" EAST, 56.17 FEET; THENCE NORTH 00°14'29" WEST, 28.71 FEET; THENCE NORTH 44°06'34" EAST, 42.14 FEET; THENCE NORTH 50°53'28" EAST, 49.13 FEET; THENCE NORTH 11°11'00" EAST, 59.33 FEET; THENCE NORTH 10°04'34" EAST, 57.97 FEET; THENCE NORTH 17°17'25" EAST, 60.56 FEET; THENCE NORTH 14°10'06" WEST, 14.73 FEET; THENCE NORTH 25°32'41" WEST, 89.67 FEET; THENCE NORTH 05°52'58" WEST, 64.29 FEET; THENCE NORTH 26°13'54" EAST, 42.83 FEET; THENCE NORTH 77°13'35" EAST, 13.37 FEET; THENCE NORTH 02°48'04" EAST, 43.64 FEET; THENCE NORTH 60°51'46" WEST, 42.10 FEET; THENCE NORTH 81°06'25" EAST, 33.89 FEET; THENCE NORTH 09°26'28" EAST, 33.86 FEET; THENCE NORTH 01°23'11" EAST, 31.02 FEET; THENCE NORTH 12°25'06" EAST, 22.98 FEET; THENCE NORTH 53°09'42" WEST, 18.57 FEET; THENCE NORTH 79°12'01" WEST, 36.96 FEET; THENCE NORTH 56°05'25" WEST, 13.58 FEET; THENCE SOUTH 79°34'56" EAST, 39.82 FEET; THENCE SOUTH 72°56'52" EAST, 21.63 FEET; THENCE NORTH 42°29'04" EAST, 19.28 FEET; THENCE NORTH 05°15'21" WEST, 45.31 FEET; THENCE NORTH 18°15'22" EAST, 37.61 FEET; THENCE NORTH 42°38'41" EAST, 35.70 FEET; THENCE NORTH 37°57'57" WEST, 25.86 FEET; THENCE NORTH 50°45'53" EAST, 26.47 FEET; THENCE NORTH 06°31'46" EAST, 28.93 FEET; THENCE NORTH 18°14'24" EAST, 53.33 FEET; THENCE NORTH 00°08'58" EAST, 53.61 FEET; THENCE NORTH 20°40'12" WEST, 30.25 FEET; THENCE NORTH 10°30'39" WEST, 49.59 FEET; THENCE NORTH 07°10'53" EAST, 47.19 FEET; THENCE NORTH 24°36'46" EAST, 43.76 FEET; THENCE NORTH 07°52'53" EAST, 25.45 FEET; THENCE NORTH 11°22'13" WEST, 58.16 FEET; THENCE NORTH 12°39'35" WEST, 32.48 FEET; THENCE NORTH 52°18'40" EAST, 34.80 FEET; THENCE NORTH 00°27'16" WEST, 3.26 FEET, TO THE POINT OF BEGINNING.

ABOVE EXCEPTION CONTAINING 63.28 ACRES MORE OR LESS.

SAID PARCEL CONTAINING A NET AREA, LESS EXCEPTIONS, OF 42.11 ACRES, MORE OR LESS.

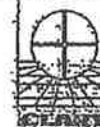
SHEET 12 OF 12

UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL, RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

DRAFTER: JES
JOB No. 2006-394

UNLESS OTHERWISE SHOWN AND STATED HEREON, THIS MAP OR ANY PARTS THEREOF, SHALL BE CONSIDERED TO BE IN ACCORDANCE WITH THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS, SUPERVISOR OF FLORIDA ADMINISTRATIVE CODE, PURSUANT TO THE FLORIDA STATUTES AND RULES GOVERNING THE PRACTICE OF SURVEYING AND MAPPING.

Clary & Associates, Inc.
PROFESSIONAL LAND SURVEYORS
3850 CROWN POINT ROAD, SUITE "A"
JACKSONVILLE, FLORIDA 32257
P.O. Box 3731



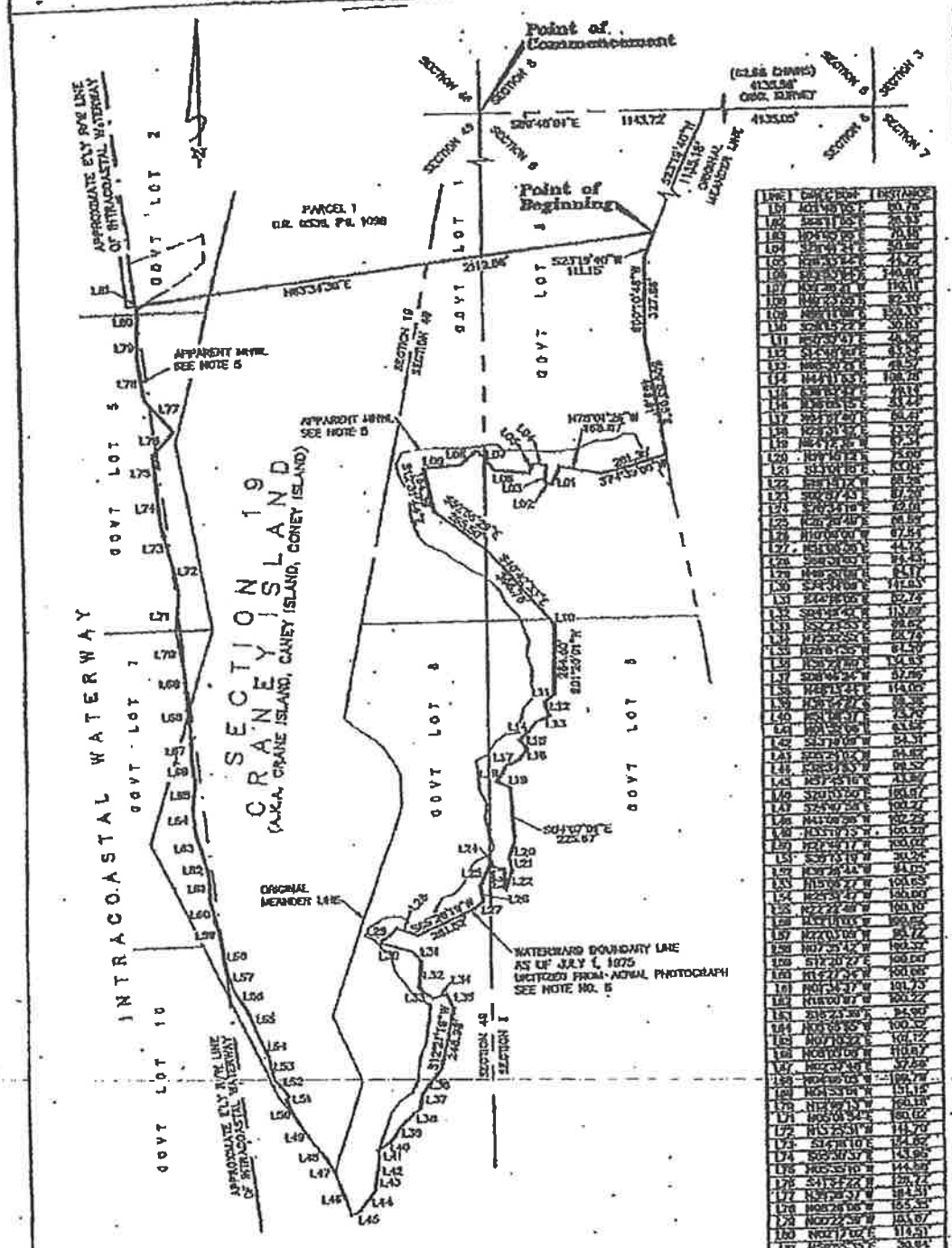
DATE: MARCH 2006

SCALE: N/A

CHECKED BY: JES

R. L. PITTMAN, P.L.S. CERT. NO. 4527

EXHIBIT A-3.
Legal Description and Property Survey of 113 Acres



SHEET 1 OF 3

DRAFTER: JCS

JSTOR No. 2005-1077

UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER
THIS DRAWING, SKETCH, PLAN OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

UNLESS WHEREFORE SOUTH AND ISLAND MEMBERS, WAS WHY THE
 FLORIDA NOTES THE SEVERAL PROPOSALS STANDARDS SET FORTH
 BY THE FLORIDA BOARD OF PROFESSIONAL, SURVEYORS & MAPPERS,
 IN CHARGE 41912-8, FLORIDA ADMINISTRATIVE CODE, FORMALITY
 TO GEORGIA 472427, FLORIDA STATUTES, AND BOOK NOT
 NECESSARILY MEET ANY OTHER MATTER OR PERSONAL STANDARDS

Clary & Associates, Inc.
PROFESSIONAL LAND SURVEYORS
3630 CITRUS POINT ROAD SUITE "A"
JACKSONVILLE, FLORIDA 32217
(904) 260-2703 ALI NO. 3731

DATE JUNE 14, 2005
SCALE 1" = 500'



ALLEZ
 AM = NIGHT-OF-WINE
 PC = POINT OF COMPASS
 PT = POINT OF EMERGENCE
 DWY = OFFICIAL HISTORY
 WELLS
 PS = PLAY BOOK
 POC = PAGES
 ST = COMPASS
 SHAW = NIGHT HIGH WATER LINE
 SHAW = COMPASS

MAP SHOWING

A PORTION OF SECTION 19, "CRANEY ISLAND," AND A PORTION OF SECTIONS 8 AND 49, ALL IN TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 6; THENCE SOUTH 89°48'01" EAST, ALONG THE NORTHERLY LINE OF SAID SECTION 8, A DISTANCE OF 1143.72 FEET TO ITS INTERSECTION WITH THE ORIGINAL GOVERNMENT MEANDER LINE; THENCE SOUTHWESTERLY AND SOUTHEASTERLY ALONG LAST SAID LINE, RUN THE FOLLOWING FOUR (4) COURSES AND DISTANCES: COURSE NO. 1: SOUTH 23°19'40" WEST, 1135.18 FEET, TO THE EASTERLY PROLONGATION OF THE SOUTHERLY BOUNDARY OF THOSE LANDS DESIGNATED AS PARCEL 1, AND DESCRIBED AND RECORDED IN OFFICIAL RECORDS 0539, PAGE 1100, OF THE PUBLIC RECORDS OF SAID COUNTY, AND THE POINT OF BEGINNING; COURSE NO. 2: CONTINUE SOUTH 23°19'40" WEST, 111.15 FEET; COURSE NO. 3: SOUTH 08°10'48" WEST, 327.86 FEET; COURSE NO. 4: SOUTH 09°53'05" EAST, 498.61 FEET TO THE WATERWARD BOUNDARY LINE (AS OF JULY 1, 1975), AS DIGITIZED AND SHOWN ON CLARY & ASSOCIATES, INC. MAP FILE NO. T2N-57, DATED MARCH 18, 1998; THENCE SOUTHWESTERLY, NORTHWESTERLY, SOUTHEASTERLY, NORTHEASTERLY ALONG THE BOUNDARY OF SAID LINE, RUN THE FOLLOWING SIXTY-EIGHT (68) COURSES AND DISTANCES: COURSE NO. 1: SOUTH 74°39'00" WEST, 281.30 FEET; COURSE NO. 2: NORTH 78°01'20" WEST, 168.07 FEET; COURSE NO. 3: SOUTH 21°48'05" WEST, 80.78 FEET; COURSE NO. 4: NORTH 68°11'55" WEST, 28.93 FEET; COURSE NO. 5: NORTH 04°05'08" EAST, 70.18 FEET; COURSE NO. 6: NORTH 78°41'24" WEST, 50.99 FEET; COURSE NO. 7: SOUTH 26°33'54" WEST, 44.72 FEET; COURSE NO. 8: NORTH 83°53'04" WEST, 140.80 FEET; COURSE NO. 9: NORTH 39°28'21" WEST, 110.11 FEET; COURSE NO. 10: SOUTH 49°23'55" WEST, 92.20 FEET; COURSE NO. 11: SOUTH 85°11'09" WEST, 150.33 FEET; COURSE NO. 12: SOUTH 12°31'44" EAST, 184.39 FEET; COURSE NO. 13: SOUTH 52°56'28" EAST, 265.50 FEET; COURSE NO. 14: SOUTH 40°42'33" EAST, 305.76 FEET; COURSE NO. 15: SOUTH 28°15'22" EAST, 30.03 FEET; COURSE NO. 16: SOUTH 01°20'01" WEST, 234.50 FEET; COURSE NO. 17: SOUTH 50°37'47" WEST, 46.38 FEET; COURSE NO. 18: SOUTH 14°48'00" EAST, 63.24 FEET; COURSE NO. 19: SOUTH 68°30'21" WEST, 49.57 FEET; COURSE NO. 20: SOUTH 44°11'53" WEST, 109.78 FEET; COURSE NO. 21: SOUTH 39°52'47" EAST, 48.14 FEET; COURSE NO. 22: SOUTH 38°05'15" WEST, 53.44 FEET; COURSE NO. 23: SOUTH 64°51'40" WEST, 69.41 FEET; COURSE NO. 24: SOUTH 29°31'42" WEST, 73.20 FEET; COURSE NO. 25: SOUTH 64°12'35" EAST, 57.34 FEET; COURSE NO. 26: SOUTH 04°07'01" EAST, 223.67 FEET; COURSE NO. 27: SOUTH 19°15'12" WEST, 75.00 FEET; COURSE NO. 28: SOUTH 13°01'15" EAST, 53.04 FEET; COURSE NO. 29: SOUTH 19°15'12" WEST, 85.26 FEET; COURSE NO. 30: NORTH 02°57'43" WEST, 87.20 FEET; COURSE NO. 31: NORTH 78°34'19" WEST, 62.01 FEET; COURSE NO. 32: SOUTH 25°20'49" WEST, 88.50 FEET; COURSE NO. 33: SOUTH 10°00'00" EAST, 87.54 FEET; COURSE NO. 34: SOUTH 51°06'36" WEST, 44.72 FEET; COURSE NO. 35: SOUTH 65°28'19" WEST, 261.52 FEET; COURSE NO. 36: NORTH 69°31'03" WEST, 84.43 FEET; COURSE NO. 37: SOUTH 49°20'09" WEST, 94.17 FEET; COURSE NO. 38: SOUTH 74°34'09" EAST, 141.93 FEET; COURSE NO. 39: SOUTH 44°18'08" EAST, 52.74 FEET; COURSE NO. 40: SOUTH 04°49'42" WEST, 113.69 FEET; COURSE NO. 41: SOUTH 52°23'53" EAST, 69.62 FEET; COURSE NO. 42: NORTH 75°32'52" EAST, 58.74 FEET; COURSE NO. 43: SOUTH 28°04'35" EAST, 64.20 FEET; COURSE NO. 44: SOUTH 12°21'19" WEST, 248.98 FEET; COURSE NO. 45: SOUTH 36°22'50" WEST, 134.83 FEET; COURSE NO. 46: SOUTH 08°46'24" WEST, 57.88 FEET; COURSE NO. 47: SOUTH 48°13'44" WEST, 114.05 FEET; COURSE NO. 48: SOUTH 38°54'27" WEST, 59.38 FEET; COURSE NO. 49: SOUTH 51°09'37" WEST, 73.70 FEET; COURSE NO. 50: SOUTH 01°32'08" WEST, 63.58 FEET; COURSE NO. 51: SOUTH 13°16'09" WEST, 54.31 FEET; COURSE NO. 52: SOUTH 05°24'52" WEST, 54.62 FEET; COURSE NO. 53: SOUTH 38°34'53" WEST, 99.52 FEET; COURSE NO. 54: SOUTH 57°45'16" WEST, 43.99 FEET; COURSE NO. 55: NORTH 20°53'50" WEST, 165.67 FEET; COURSE NO. 56: NORTH 24°47'58" WEST, 100.27 FEET TO THE MEAN HIGH WATER LINE (AS ESTABLISHED BY CLARY & ASSOCIATES, IN ACCORDANCE WITH CHAPTER 177, PART II, FLORIDA STATUTES, CHAPTER 18-5, F.A.C. AND CHAPTER 21HH-6, F.A.C., AS SHOWN ON CLARY & ASSOCIATES-MAP, FILE NO. T2N-35); THENCE NORTHWESTERLY AND NORTHEASTERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING THIRTY-FOUR (34) COURSES AND DISTANCES: COURSE NO. 1: NORTH 41°09'58" WEST, 102.29 FEET; COURSE NO. 2: NORTH 33°19'15" WEST, 100.28 FEET;

SHEET 2 OF 3

DRAFTER: JRS

JOB No. 2005-1071

UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS DRAFTING, SKETCH, PLAN OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

UNLESS OTHERWISE SHOWN AND STATED HEREON, THIS MAP OR SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS, IN RULES 61071-A, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.007, FLORIDA STATUTES, AND DOES NOT NECESSARILY MEET ANY OTHER NATIONAL OR REGIONAL STANDARDS.

Clary & Associates, Inc.

PROFESSIONAL LAND SURVEYORS

3830 CROWN POINT ROAD SUITE "A"
JACKSONVILLE, FLORIDA 32257
(904) 260-2703 LB NO. 3731



LEGEND
N/A - RIGHT-OF-WAY
PO - POINT OF CURVATURE
PT - POINT OF TANGENCY
OP - OFFICIAL RECORDS
VOL - VOLUME
FB - PLAT BOOK
PAG - PAGE(S)
CL - CENTERLINE
MHL - MEAN HIGH WATER LINE
COV - COVERAGE

DATE: JUNE 14, 2005

SCALE: N/A

CHECKED BY: [Signature]

B. L. PITTMAN, P.L.S. CERT. NO. 4827

MAP SHOWING

COURSE NO. 3: NORTH 27°46'17" WEST, 100.02 FEET; COURSE NO. 4: NORTH 39°13'10" EAST, 20.24 FEET; COURSE NO. 5: NORTH 39°26'44" WEST, 94.05 FEET; COURSE NO. 6: NORTH 15°56'27" WEST, 100.85 FEET; COURSE NO. 7: NORTH 25°31'47" WEST, 100.00 FEET; COURSE NO. 8: NORTH 22°22'49" WEST, 100.10 FEET; COURSE NO. 9: NORTH 32°15'03" WEST, 100.82 FEET; COURSE NO. 10: NORTH 22°03'09" WEST, 95.72 FEET; COURSE NO. 11: NORTH 07°35'42" WEST, 100.32 FEET; COURSE NO. 12: NORTH 12°20'27" WEST, 100.00 FEET; COURSE NO. 13: NORTH 14°27'34" WEST, 100.08 FEET; COURSE NO. 14: NORTH 01°34'37" WEST, 101.73 FEET; COURSE NO. 15: NORTH 15°00'07" WEST, 100.22 FEET; COURSE NO. 16: NORTH 16°23'39" WEST, 94.90 FEET; COURSE NO. 17: NORTH 05°55'55" WEST, 100.32 FEET; COURSE NO. 18: NORTH 07°10'22" EAST, 101.12 FEET; COURSE NO. 19: NORTH 08°05'08" WEST, 110.87 FEET; COURSE NO. 20: NORTH 02°37'48" EAST, 37.66 FEET; COURSE NO. 21: NORTH 04°06'05" WEST, 199.79 FEET; COURSE NO. 22: NORTH 04°53'01" WEST, 131.15 FEET; COURSE NO. 23: NORTH 12°09'13" WEST, 160.18 FEET; COURSE NO. 24: NORTH 05°01'54" EAST, 160.02 FEET; COURSE NO. 25: NORTH 13°25'31" WEST, 141.70 FEET; COURSE NO. 26: NORTH 14°18'10" WEST, 154.82 FEET; COURSE NO. 27: NORTH 05°30'37" WEST, 143.95 FEET; COURSE NO. 28: NORTH 05°35'10" WEST, 144.68 FEET; COURSE NO. 29: NORTH 41°54'22" EAST, 128.72 FEET; COURSE NO. 30: NORTH 38°39'37" WEST, 184.51 FEET; COURSE NO. 31: NORTH 08°26'08" WEST, 155.35 FEET; COURSE NO. 32: NORTH 00°22'39" WEST, 103.87 FEET; COURSE NO. 33: NORTH 02°17'02" EAST, 114.51 FEET; COURSE NO. 34: NORTH 59°55'35" EAST, 30.64 FEET, TO THE WESTERLY PROLONGATION OF THE AFORESAID SOUTHERLY BOUNDARY OF THOSE LANDS DESIGNATED AS PARCEL 1, AND DESCRIBED AND RECORDED IN SAID OFFICIAL RECORDS 0539, PAGE 1100; THENCE NORTH 83°34'36" EAST, ALONG LAST SAID LINE, AND ALONG SAID SOUTHERLY LINE OF THOSE LANDS DESIGNATED AS PARCEL 1, AND DESCRIBED AND RECORDED IN SAID OFFICIAL RECORDS 0538, PAGE 1100, AND THE WESTERLY PROLONGATION THEREOF, A DISTANCE OF 2119.07 FEET, TO THE POINT OF BEGINNING.

CONTAINING 113.69 ACRES, MORE OR LESS

GENERAL NOTES

1. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF SECTION 6 TOWNSHIP 2 NORTH, RANGE 20 EAST, AS S 89°48'01" E (ASSUMED).
2. THIS MAP DOES NOT REPRESENT A BOUNDARY SURVEY.
3. THIS MAP WAS MADE WITHOUT THE BENEFIT OF AN ABSTRACT TITLE, THEREFORE, THERE COULD BE ADDITIONAL EASEMENTS, COVENANTS AND RESTRICTIONS, OR OTHER MATTERS OF PUBLIC RECORD THAT MAY OR MAY NOT AFFECT THIS PARCEL.
4. THE SECTION LINES AND GOVERNMENT LOT LINES AS SHOWN HEREON ARE BASED ON THE ORIGINAL GOVERNMENT SURVEYS PERFORMED IN 1831 & 1840 AND THE SUBSEQUENT TOWNSHIP PLATS DATED JAN. 1834, JULY 3, 1848, & MARCH 21, 1884.
5. MEAN HIGH WATER LINE AS ESTABLISHED BY CLARY & ASSOC. MAP FILE NO. R3-CR, DATED DECEMBER 1, 1987.
6. WATERWARD BOUNDARY LINE SHOWN WAS DIGITIZED FROM AERIAL PHOTOGRAPH NEGATIVE NO. A20 12080 174-12, AERIAL NO. B/10, TAKEN JANUARY 22, 1974, AS PROVIDED BY THE HASSALL COUNTY PROPERTY APPRAISER'S OFFICE. (SEE CLARY & ASSOC., INC. MAP FILE NO. 12N-57)
7. X - REF. CLARY & ASSOC.; FILE NO. 12N-57A, 12N-59 SURVEY BY SUNSHINE STATE SURVEYORS, INC.; FILE NO. 87E-2218.

SHEET 3 OF 3

DRAFTED: JRS

JOB No. 2005-1071

UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

UNLESS OTHERWISE SHOWN AND STATED HEREON, THIS MAP OR SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS, CHAPTER 61007-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.007, FLORIDA STATUTES, AND DOES NOT NECESSARILY MEET ANY OTHER NATIONAL OR REGIONAL STANDARDS.

Clary & Associates, Inc.

PROFESSIONAL LAND SURVEYORS

3830 CROWN POINT ROAD SUITE "A"
JACKSONVILLE, FLORIDA 32257
(804) 280-2703 LB NO. 3731



LEGEND
R/W - RIGHT-OF-WAY
PC - POINT OF CURVATURE
PT - POINT OF TANGENCY
O/R - OFFICIAL RECORDS
WELLING
PB - PLAT BOOK
PG(S) - PAGE(S)
CL - CENTERLINE
MHL - MEAN HIGH WATER LINE
GOVT - GOVERNMENT

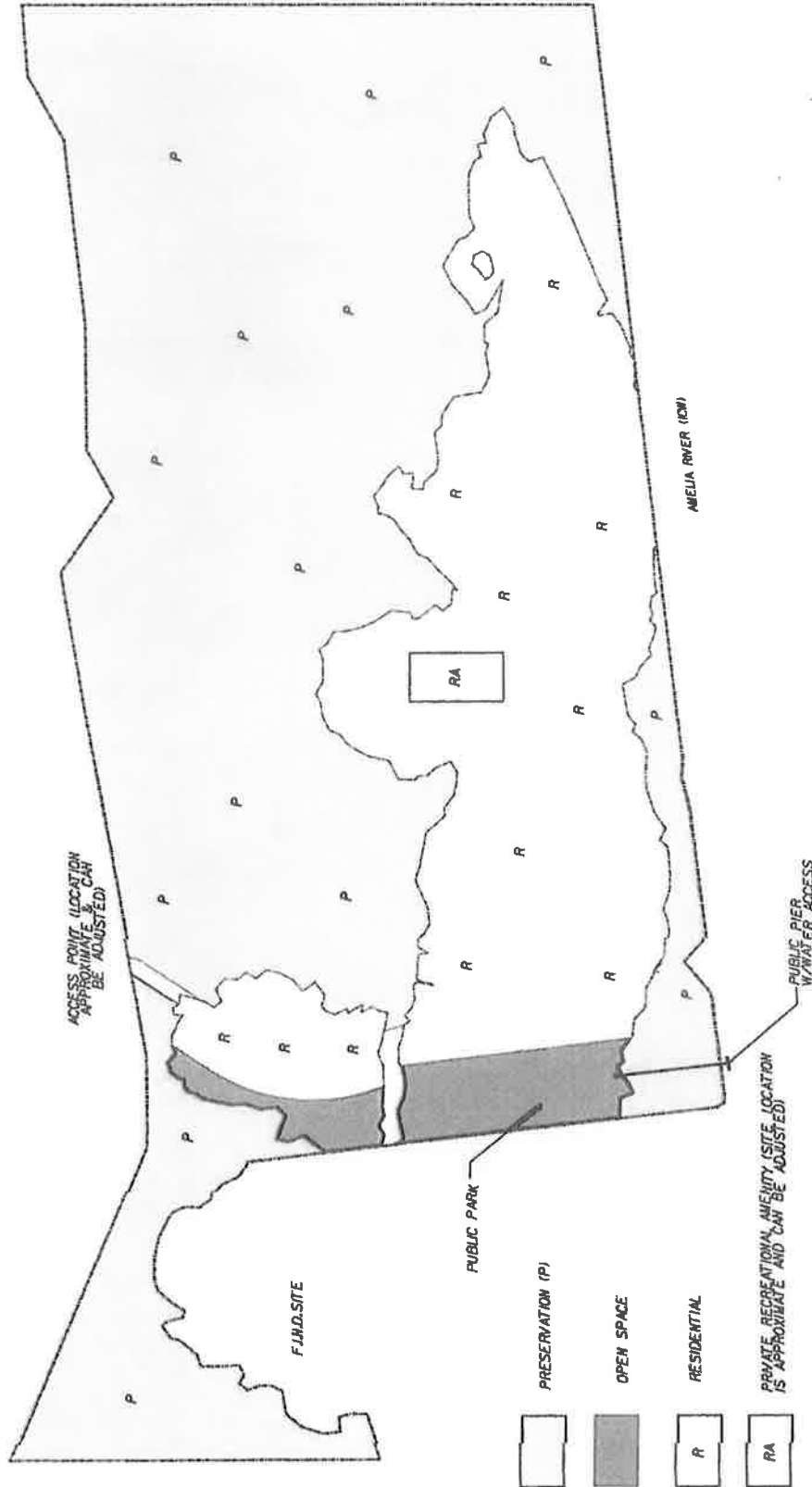
DATE: JUNE 14, 2005

SCALE: N/A

CHECKED BY: JRS

B. L. PITTMAN, P.L.S. CERT. NO. 4827

EXHIBIT B



JULY 11, 2013
 Project No. PDP-1
 Date: 7/11/13
 Author: JLD
 Review: JLD
 Approval: JLD
 Revision: 1.0

PRELIMINARY
 DEVELOPMENT PLAN

CRANE ISLAND

CRANE ISLAND
 INVESTMENTS, LLC



Crane Island Investments, LLC
 10000 Crane Island Road
 Fort Worth, Texas 76134
 Compliance of Submittal No. 19132
 TO THE STATE OF TEXAS, JUDICIAL DISTRICT NO. 10, COUNTY OF TARRANT, TEXAS
 FOR THE PURPOSE OF THE SUBMITTAL OF THE PLAN

NO.	DATE	REVISION
1	7/11/13	INITIAL DESIGN
2	7/11/13	REVISION
3	7/11/13	REVISION
4	7/11/13	REVISION
5	7/11/13	REVISION
6	7/11/13	REVISION
7	7/11/13	REVISION
8	7/11/13	REVISION
9	7/11/13	REVISION
10	7/11/13	REVISION

EXHIBIT C

CRANE ISLAND

PUD DEVELOPMENT CONDITIONS

The design and development of Crane Island (Project) will be subject to the Development Conditions which are hereby made part of the development approval for the property and which shall be recorded as part of the covenants and restrictions attached to the deed for each parcel conveyed in the development.

1. General Conditions:

The project will be developed as a residential community in sub-parcels and in phases as may be delineated on the Final Development Plan for the project. The Preliminary Development Plan for the Project depicts the conceptual location of residential lots and units ~~boat basin~~, recreation facilities, preservation areas and supporting uses to be developed in the Project. The Preliminary Development Plan incorporates, by reference, the terms of the Development Conditions and the Developer's statements made in the related rezoning application, dated June 27, 2005, as amended. These collectively set forth the Developer's written plan of development for the Project, the Developer will provide and update, as necessary, a Phasing Schedule based upon the market conditions at the time of the Final Development Plan approval and engineering plan review for any phase of the development.

Within two (2) years after approval of the Preliminary Development Plan, the Developer shall submit a Final Development Plan for the Developer's selected initial phase(s) of development for the Project. The Project may be developed in a single phase or two phases with Phase One consisting of 40 residential units. If the access road can be constructed first, such development will not count as a phase. Said Final Development Plan shall conform to all requirements of these Standards and Conditions and the codes of Nassau County. The County Commission, upon request from the Developer and for good cause shown, may extend the two (2) years time period for submitting the Final Development Plan. Such extension shall not exceed one (1) year. The location and size of all lots, roads, recreation/open-space and other areas shown on the Preliminary Development Plan and the final engineering plans for particular phases of the Project and subject to the approval of Nassau County in accordance with applicable County Ordinances.

The County wants assurance that the Preliminary Development Plan to which these conditions apply will be implemented in the event the Project is annexed to the City of Fernandina Beach after its approval by the County. Therefore, upon approval of the PUD Final Development Plan and Plat and prior to the sale of any lots or units within the Project by the Developer to any third party, the Owners will impose covenants and restrictions running with the land on the property which will be recorded in the public records to limit the development of Crane Island to the number of residential units ~~and boat slips~~ and other improvements as approved by the County. The County will be named as the beneficiary of such covenants and restriction which will insure that the County can continue to maintain control over development density on the property.

If there is any inconsistency in these terms and conditions with any County Ordinance or requirements, these Land Development Standards and Conditions, and the subsequently adopted Design Code, shall govern.

2. Specific Conditions:

- a. **Ownership and Maintenance:** The Project and related facilities will be owned, maintained and operated as follows:

1. **Common Areas and Project Amenities:** All common areas, including streets and roads, common preservation areas, amenities, landscape areas, signage, etc., shall be managed by a condominium-owners', homeowners or property owners' association ("Owners' Association") to be established by the Developer through deed Covenants and Restrictions that the Developer shall establish for the property. The roadways and storm water management facilities shall remain private and shall be maintained and operated by the Owners' Association as established by the Developer. Any deed from the Developer to third party purchasers in the project will incorporate such Covenants and Restrictions by reference to the Covenants and Restrictions in each deed. Such deed restrictions created by the Covenants and Restrictions shall run with the land in order to protect both present and future property owners within the Project. The Developer shall establish the applicable Owners' Association prior to the sale of any lots or units within the Project by the Developer to any third party. The Developer may elect to form separate and/or multiple Owners' Association for the Project. Membership in the Owners' Association shall be mandatory for all property owners within the portion of the Project governed by such entity. The applicable Owner's Association shall manage all common areas, recreational and open space and recreational facilities that are not dedicated to the public and that are within the lands that are subject to the jurisdiction of such Owner's Association; shall provide for the maintenance, administration, and operation of such portions of the Project and any other lands within the Project not publicly or privately owned; and shall secure adequate liability insurance governing such areas owned or operated by such Owners Association.

2. **Public Access Park:** The public access park open space or park as defined in Paragraph b. 4) below shall be owned, managed and maintained by the Owners' Association and subject to rules established by the Association. Such rules shall be reasonable and provide access during daylight hours only, protection of natural resources, deportment, noise, parking, litter, and similar conditions. The launching of boats from the dock or shoreline, swimming and presence of alcoholic beverages (without specific authorization) shall be specifically prohibited. These rules shall also define conditions and procedures through which groups may reserve all or portions of the property for special events or activities. At no time will the Owners' Association exclude access to the public park during its hours of operation.

As alternative to ownership by the Owners' Association, Nassau County shall have the option of owning, maintain and operation the park as a public facility. This option shall be executed by formal action by the Board of County Commissioners no later than approval of the last phase of development. If the County elects to execute this option, the park will be conveyed after completion of its development by the Developer. The deed conveying the park will contain covenants and restrictions which require the County to establish rules for the operation of the park that

include the restrictions as outlined above for continued ownership by the Association.

3. **Utilities:** Ownership, maintenance and operation of the water, sewer, electrical, telephone and other service utilities will be the responsibility of the respective franchise companies serving the areas. Appropriate easements over the private streets and other areas of the Project will be granted as needed to support the provision of such services.

- b. **Permitted Uses:** The following uses are permitted as illustrated on the Preliminary Development Plan.

1. No more than 169 single family and/or townhouse residential units, as shown on the Preliminary Development Plan. No more than 50 of the units may be townhouses. ~~and all the townhouses shall be clustered around the boat basin as approximately shown on the Preliminary Development Plan, Exhibit B of this Ordinance.~~ Any units not approved as part of the Final Development Plan approval process are not eligible to be used on this or any other development within Nassau County.

~~2. Docking facilities to accommodate pleasure boats in a private, upland boat basin to accommodate no more than 90 wet slips, connected to the Intracoastal Waterway by a lock system. The boat basin will be developed in compliance with all SJRWMD, US Army CoE and other applicable permit conditions. Live-aboards and sale of fuel will not be permitted.~~

2. Recreational amenities that will be developed as private recreational facilities may include a club, pool, tennis courts, cabana, small docks, walking trails and sidewalks, docks for fishing, viewing and other passive activities as described in Paragraph e.2)b) below, and similar private recreational uses.
3. Preservation and open space area including storm water facilities and buffers as defined herein.
4. An open space or park area of no less than 5.75 acres which will be accessible to the general public. Facilities to be provided in the park will include: a dock on the Intracoastal Waterway for fishing, viewing and other passive activities as described in Paragraph e.2)b) below; a vehicle parking area; walking trails; a retention pond to serve the park and portions of the residential development; a small pier on the pond that may be used for model boat activities; fencing along boundaries; water and sewer services; and signage as defined herein.

c. **Temporary Uses:** The following temporary uses are permitted:

1. A temporary sales office for the sale of residential units will be permitted on the Project Site until 90% of the residential structures are sold. However, the temporary sales office may be removed prior to the sales of 90% of the residential structures. The Developer shall include the location of said office with a note on the first Final Development Plan submitted to the County. The temporary sales office may be in a portable manufactured structure as allowed by State Statute for the use or in a building constructed or portion of such structure and maybe relocated on the Project Site as may be desired from time to time during the course of the Project sales.
2. Temporary construction trailers as needed to support the construction process. The Developer shall indicate with a note on any Final Development Plan submitted to the County for approval of the location of said units. The temporary construction trailers shall be removed within thirty (30) days of completion of the improvements for which they were intended, provide that the right to utilize such temporary facilities shall continue until build- out of the Project.
3. These temporary facilities may utilize temporary pump-out sewage storage tanks as approved by the Nassau County Health Department and temporary overhead electrical service. All such facilities will be removed upon removal of the temporary facilities.

d. **Access, Circulation and Traffic:** The following standards apply:

1. Primary Access: Access to the site will be provided by a two-lane street extending through a City of Fernandina Beach right-of-way from the southern end of Bailey Road via the alignment as approved by the City and the existing St. Johns River Water Management District (SJRWMD) Permit, and as depicted on Exhibit D-1. Since Crane Island will be located at the end of a single public road, design of the entrance road, commencing at the Crane Island property line, will conform to County standards as defined in the January 12, 2005, Memorandum "Development Dual Entrance Standard" (See Exhibit D-2). The design flexibility provided on page two the Memorandum shall include recognition that the design for two wetland crossings is part of the St. Johns River Water Management District (SJRWMD) permit for the construction of the access road, and further, Item e of the Memorandum will not apply, with the design of internal streets being governed by condition '2.e.4) Streets' as provided herein. The Developer will improve the intersection of the Amelia Island Parkway and Bailey Road with a roundabout as required to meet County Standards.

2. Off-site improvements: The Developer will construct a roundabout at the intersection of Amelia Island Parkway and Bailey Road that will be County standards. The Developer will upgrade Bailey Road from Amelia Island Parkway to the connection with the new Access Road to include maintenance of the current profile, widening to 22 feet of pavement, resurfacing, striping and signage, and improving the swale drainage system. The Developer will provide all project engineering and requisite permits for these improvements. This improvement shall occur simultaneously with the construction of Crane Island Access Road.
 3. Off-site Studies and Contributions: The Developer will undertake a traffic study of Amelia Island Parkway from A1A to Bailey Road and from the intersection of Amelia Island Parkway and Bailey Road northerly to A1A, including the two intersections at A1A. The study will also include the study of a roundabout installation at the intersection of 14th Street and Amelia Island Parkway. The Developer agrees to pay the County a "fair share" increment for the improvements that are determined to be needed for those segments and intersections. The study shall be submitted for County review and approval no later than the filing of the first Final Development and any fair share contribution shall be made at the completion of the construction of the Access Road.
 4. Vehicular Access and Circulation: The general public shall have access to the 5.75 and open space or park area as defined above. Vehicular access and circulation within Crane Island shall be determined by Owners' Association.
 5. Pedestrian Access: The general public shall have access throughout the public walkways of Crane Island, subject to rules as established by the Owners' Association.
- e. **Development Standards:** The development shall be subject to the following standards. These standards shall be incorporated in the Neighboring Design Guide that is to be filled with the Final Development Plans and made part of the Covenants and Restriction. Compliance with these standards shall be determined by a Design Review Board, which shall have the power as defined in the Neighboring Design Code to grant variances to these standards.
1. **Building and Lot Restrictions:** All building design and site planning shall be governed by a "Traditional Neighborhood Development" Code (herein after referred as "Code"). The Code will be submitted with the first Final Development Plan and will incorporate the following basic standards:
 - a. Building Size: No more than ~~eight (8)~~ two (2) attached single-family residential unit may be included in a single building.
 - b. Maximum building height: Maximum building heights shall be as follows:

- i. Townhouses- Forty (40) feet or three habitable stories, whichever is less.
 - ii. Single-family- Thirty-five (35) feet or three habitable stories, whichever is less.
 - iii. If parking or non-habitable storage space is provided at ground level, such space shall not count as a story.
 - iv. Building height is measured from grade to the mid-point between the eave and the ridge line of the roof. Cupolas and similar decorative or mechanical appurtenances may extend above the ridge line of the roof by no more than five (5) feet. Chimneys may exceed the height limit as required by the Building Code.
- b. Roof color: All roofing materials shall have dark, non-reflective earth tone colors.
- c. Building Lot and Coverage:
 - i. Town house Lot: Shall have a minimum land area of 1,600 square feet, a minimum width of 25 feet at the front lot line and a maximum building coverage of 70%. ~~All-townhouse lots will be clustered around the basin as illustrated on the Preliminary Development Plan.~~
 - ii. Single-family lot: Shall have a minimum land area of 4,500 square feet, a minimum width of 45 feet at the front lot line (35 feet if on a cul-de-sac or curve), and a maximum building coverage of 60%.
- d. Lots shall be net of wetlands, submerged areas, upland buffers and roadways.
 - e. Building Setbacks: To be as determined in the Final Development Plan(s). All buildings shall be designed and sited to maximize the preservation of trees and all site plans shall be approved pursuant to the Code
 - f. Impervious area shall not exceed 75%, exclusive of any pond areas.
 - g. Any items not covered in the PUD conditions or the Code shall be governed by the conditions of the RS-1 zoning district of the Nassau County Zoning Code.

2. Boat Basin and Docks and Piers: The Project shall include docking facilities as follows:

- a. ~~An upland boat basin that shall accommodate no more than ninety (90) pleasure boats, contain fresh water and be separated for the tidal influence of salt water in adjoining Nassau Sound by a lock system located in the access channel which shall be used for boat ingress and egress. Two lock fenders shall be provided at the entrance into the basin and shall be constructed to the minimum length and other design requirements of the SJRWMD and the U.S. Army Corps of Engineers permits. The boat basin shall be sited to minimize the removal of mature canopy vegetation. Live-aboards and sale of fuel will not be permitted.~~

All docks and piers will conform to applicable FDEP and ACOE design and permitting requirements.

- b. The development of no more than ~~four (4)~~ three (3) fishing and observation piers along the shoreline for the use of project property owners and guests for fishing, viewing and other passive activities, but not including the docking of motorized water craft of any size. Up to three (3) two (2) piers shall be permitted on the ICW shoreline. One of these ICW piers shall be located in the 5.75 public access park located at the northern end of the Project and its length shall be as determined by the County. ~~One pier may be constructed south of the entry to the boat basin and one north of entry to the boat basin.~~ These two piers may extend to provide two feet of water under the pier head at mean low tide, but shall not exceed 170 feet in length. One pier may be constructed on the marsh side of the island and shall not exceed 170 feet in length. All of the piers shall be designed to the minimum criteria of the permitting agencies, shall be handicapped accessible, shall have T-heads of no more than twenty (20) feet in length, and shall be constructed with consistent design elements (materials, forms, colors, fixtures, etc.) and reflective consistent design themes established in the Neighboring Design Guide.
- c. Permitting: Construction of the ~~boat basin and~~ piers shall be subject to appropriate permits granted by Nassau County, the SJRWMD and/or the U.S. Army Corps of Engineers (USCoE). The docks will be designed and built to incorporate common design features in order to provide an image consistent with the design intent of the Island. The docks shall be located at sites that minimized impacts upon wetlands and submerged grasses.
- d. ~~The covenants and restrictions on all residential lots that abut the shoreline shall prohibit the permitting and construction of private residential boat docks and ramps. This prohibition shall be included in the SJRWMD and USCoE permits.~~

3. Open Space, Preservation and Buffer Areas:

- a. Open Space: Open space areas shall be provided throughout the Neighborhood and as defined on the Final Development Plan.
- b. Preservation Areas: The wetland and open water areas surrounding much of the fringe of the upland portions of Crane Island and encompassing approximately 130 acres shall be protected by a conservation easement that shall be granted to an appropriate entity. The area of the conservation easement shall be defined to encompass jurisdictional wetland area surrounding the upland portions of the Island as approved by SJRWMD and the upland buffers that are provided in accordance with SJRWMD and County rules, and subject to the accommodation of permitted wetland impacts for surrounding the proposed development as approved by the County, SJRWMD, USCoE and other permitting agencies. The conservation easement shall have the meaning as prescribed by Section 704.06 Florida Statutes shall be provided to the County upon approval of the Final Development Plan.
- c. Buffers: Buffers or setbacks shall be provided adjacent to all wetland preservation areas in accordance with the applicable rules of the St. Johns River Water Management District. A multi-purpose, non-vehicular trail with surface of pervious materials shall be permitted within the wetland buffer as permitted by SJRWMD. Such buffers shall be mapped on the Final Development Plan and shall be included in the preservation easement on the wetlands. Crossings of the buffer for ~~the boat basin~~, utilities and drainage facilities will be identified and approved as part of the permitting process.
- d. Canopy Buffers: In any location where the wetland buffer is less than 30 feet wide, an additional "canopy buffer" to be located immediately landward of the wetland buffer shall be provided so that the total buffer (wetland plus canopy) shall be a minimum of 30-feet in width. The healthy, native hardwood trees within this canopy buffer will be preserved. A multi-purpose, non-vehicular trail with a surface of pervious materials shall be permitted within the canopy buffer. Trees may be removed in the buffer for ~~the boat basin access channel~~, walkways to ~~the community~~ docks, and construction of essential utility and stormwater discharge lines, with such lines only being permitted to cross the buffer at no less than a 70-degree angle. This buffer will be preserved by appropriate restrictive covenants. This buffer will not be included in the area covered by the wetland preservation easement.

4. Streets:The streets within the Project shall be private and developed according to the following standards:

<u>Classifications > Standards</u>	Large Street Two- Way	Street Two- Way	Road Two- Way	Small Street One-Way	Small Road (Alley) One-Way
Design Speed	20 MPH	20 MPH	15 MPH	15 MPH	10 MPH
Pavement Width	30 ft.	20 ft.	17 ft.	17 ft.	8 ft.
R-O-W Width	50 ft.	45 ft.	30 ft.	25 ft.	20 ft.
Max. Curb Radius	15 ft.	15 ft.	10 ft.	10 ft.	8 ft.
Ped Crossing Time	10 sec.	8 sec.	5 sec.	4 sec.	3 sec.
Drainage	Curb	Curb	Open Section	Curb	Open

5. Signage:

- a) The Project may have the following permanent signs:
- a) An entry feature and related project identification signage at a Primary Entrance that is within the Property. The Primary Entrance identification sign(s) shall not exceed one hundred and fifty (150) square feet on each face, exclusive of any portion of a decorative wall(s) to which the sign might be affixed.
 - b) No more than three "off-site" directional signs located within the right-of-way of the access street between the southern end of Bailey Road and the Property. Each "off-site" directional sign shall not exceed twenty (20) square feet.
 - c) A sign which identifies the park which is accessible to the general public and provide rules governing operations and access. This park sign shall not exceed twenty (20) square feet.
 - d) General information and regulatory signs: Such signs shall be permitted throughout the Project and each shall not exceed two (2) square feet.
 - e) All Project signs may either be designed as ground-mounted signs or integrated into or mounted on landscape features such as walls and fences. All lighting of signs may be sign mounted or ground mounted light units projecting onto the sign. The sign(s) at the Primary Entrance may be single faced or doubled faced and the Primary Entrance signage may include two (2) separate signs, one on each side of the entrance. All signage features shall have a maximum height of 13-feet above

existing grade. The design of the permanent signage shall be submitted with the Final Development Plan.

- b) Temporary Signage: Temporary marketing and/or promotional signage shall be allowed with the Project adjacent to the Primary Entrance unit all of the residential units are sold (the "Temporary Marketing Signage"). The Temporary Marketing Signage may consist of up to two (2) marketing signs at the Primary Entrance, a marketing sign at the project sales office, and signs at each residential unit and building. The Temporary Marketing Signs located at the Primary Entrance and at all sales office may single faced or doubled faced and each sign shall be limited to a maximum cumulative signage area of no more than one hundred (100) square feet. The signs at each single-family and townhouse residential unit shall not exceed four (4) square feet.
- c) Temporary construction signage shall be allowed along Bailey Road, the access road and project streets in order to improve the circulation of construction vehicles and minimize traffic impacts. Such signage shall be maintained in a clear and legible condition throughout the time needed to support the construction process, and shall be removed upon completion of construction or when longer required.
- d) Traffic and street name signage may include aesthetic framing, post and other appurtenances; however, any applicable County and FDOT standards for sign face, elevations, etc. will be maintained by the Developer and/or applicable Owners' Association as appropriate to these conditions. Street and informational signs are not required to meet standard color schemes for public street signs. All regulatory signs shall be standard color and size.

6) Tree Protection and Landscaping

- a) Tree Protection and Landscaping: All due effort shall be made to protect and maintain all healthy trees on site. The following standards will apply:
 - i. Professional Arborist Evaluation: Prior to any development activity, the health of all trees on the site will be evaluated by a professional, certified arborist to determine the health of all native trees as defined by the County's tree ordinance. The removal of any existing live oak, magnolia or other native trees that are determined to be unhealthy and in need of removal shall be identified in the landscape plan, and removal the removal of such trees shall not require mitigation.
 - ii. Buffers: Trees may only be removed from buffer areas as needed to accommodate utilities, and drainage structures, ~~and the access channel to the boat basin~~. Unhealthy trees

will be retained in the buffers unless their condition is determined to present a safety problem.

- iii. Streets and Roads: All streets and road, as defined in the table e.4) above, shall be designed and constructed at a minimum elevation above existing grade with minimum fill. The pavement of Large Streets shall be impervious with the asphalt pavement and sub-base designed to County standards. Decorative pavement inserts shall be permitted. Pervious pavement material (such as brick or concrete paves) may be used on the advice on an arborist for the protection of tree root zones. For all other Streets and Road, the pavement may be either pervious (including shell-sand mix, brick or concrete pavers, or other materials) or be at least 2 feet from the base of trees. No separation is required between the edge of the pavement of Streets and Roads, and Small Streets and Small Roads and the base of trees.
 - iv. Building Foundations: All habitable buildings shall be constructed on stem-wall, pier or pile foundations. Non-habitable buildings such as garages and storage buildings may be constructed at grade.
 - v. Building Siting: All buildings are to be designed and sited within their respective lots so as to maximize the protection of native trees. The removal of trees within building lots shall be governed by the Design Review Board as provided in the Neighboring Design Code.
 - vi. Excavated Materials: Suitable materials that are excavated from the ~~boat-basin-and~~ retention ponds may be used for the grading of streets and roads, for the grading of driveways, and for fill within stem-wall foundations of structures. All excavated material that is not so utilities on site shall be removed from the site.
 - vii. Nothing contained herein shall alter the applicability of the provisions of Article 37 of the Zoning Code, as may be amended from time to time.
- b) Landscaping: All landscaping within the Project shall be in accordance with the standards established in the Neighboring Design Code. Plant materials contained in the Code shall be consistent with those provided in the County's landscape code. A landscape plan for each phase
- 7) Site Construction Standards: Except as specifically provided herein, all development in the Project shall be in accordance with the County's subdivision and land development standards, applicable State standards and the standards and the standards of applicable utility providers, in effect as of the date of this Resolution. Prior to issuance of any building permit, other

than foundation-only permits, for a residential building or recreational facilities, water mains and fire hydrants shall be installed and operational and the sub-base of adequate streets to provide access to construction sites shall be stabilized.

- 8) Parking: Parking shall be provided at the rate of two spaces per residential unit. If garages are provided within the residential structures, such spaces shall count for at least one-half of this requirement, with the remaining space being provided either on the lot or adjacent street.
- 9) Utilities: All sewer, water, electrical, telephone and cable distribution lines and collection lines will be constructed underground where possible, unless stated otherwise or as required by the respective franchise companies. Above ground utility elements such as transformers and switching boxes will be screened and/or landscaped. All utilities shall be provided in accordance with the rules and regulations established by appropriate governmental agency. Ownership, maintenance and operation of the water, sewer, electrical, telephone and other service utilities will be responsibility of the respective franchise companies serving the area. Temporary overhead power and telephone lines as well as construction "drop" poles at each structure may be used during construction until such time as underground service is available.
- 10) Pedestrian Walkways:
 - a) A system of walkways minimum of five (5) feet in width shall be installed to provide a pedestrian circulation system throughout the Project. Such walkways may meander to avoid existing trees and to add variety to the landscape design.
 - b) Access Street Walkway: The Developer shall construct a walkway at least five (5) in width along the Access Street from the southern end of Bailey Road to the Property. The walkway may meander to avoid existing trees and to add variety to the landscape design.
- 11) Streetlights: Street lights shall be provided on each street and in all parking areas. Special decorative lighting may be provided at the primary project entrance, at the recreation area and at entrances into defined sub-areas of the site. Shorter, residential and pedestrian scale lighting standards and decorative fixtures as provided by the electric company will be utilized. A lighting plan demonstrating the location of streetlights shall be submitted with final engineering plans for approval by the County.
- 12) Stormwater Management Facilities: All storm water management facilities shall be permitted by and constructed to the standard of the SJRWMD whereby fences are not required, and shall be conveyed to the Owners' Association which shall have responsibility for maintenance and insurance. The Developer shall secure all required SJRWMD permits, and any applicable County permits, for storm water facilities before final approval of the first Final Development Plan.

3. Public Disclosure and Indemnification: The Developer, or its designated successor, assign or designee, will be required to maintain a copy of the approved Ordinance, including the Preliminary Development and these Conditions in any sales office located on the Project and elsewhere within all sales facilities of Crane Island, which is available for inspection by project property owners, including the posting for public viewing of the Preliminary Development Plan in any sales office. This obligation shall be contained in the deed Covenants and Restrictions that are placed on the Project.

Pursuant to paragraph E of the " Agreement Between the City and the Owners", attached to the Stipulation for Dismissal, the Developer will grant an Avigation Easement prior to commencement of construction on the access road to Crane Island. The Developer shall indemnify, defend and hold harmless Nassau County from any action arising from any impact of this development on the operation of Fernandina Beach Municipal Airport.

ORDINANCE NO. 2006- 80

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA REZONING APPROXIMATELY 207.44 ACRES LOCATED WEST OF FERNANDINA MUNICIPAL AIRPORT FROM "RS-1" AND "OR" TO PLANNED UNIT DEVELOPMENT "PUD"; CREATING THE CRANE ISLAND PUD; PROVIDING FOR CONDITIONS; PROVIDING FOR FINDINGS; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Lynwood G. Willis and Jane T. Willis, husband and wife, Robert H. Still, Jr. and Michael D. Abney, as Co-Trustees of the Lynwood G. Willis and Jane T. Willis Trust U/D/O December 31, 1992, Vincent G. Graham, Piedmont Square, LLC, a Virginia limited liability corporation, and Crane Island Investments, LLC, a South Carolina limited liability corporation collectively as owners of the subject property authorized the filing of Application R05-023 and associated plans, specifications and exhibits and addenda; and

WHEREAS, Policy 2.05.02 of the Nassau County Comprehensive Plan requires that developments have access to the arterial and collector network, the City of Fernandina Beach has committed to dedicate an access road from the southern end of Bailey Road; and

WHEREAS, the Planning and Zoning Board of Nassau County has considered said PUD Application, as amended, and held public hearings on the same after due notice on October 3, 2006, and made its findings and recommendations thereon; and

WHEREAS, the Board of County Commissioners has considered the findings and recommendations of the Planning and Zoning Board, and has held its own public hearings on the application, as amended, after due notice and finds that the subject property is suitable in location and character for the uses proposed in said application; and

WHEREAS, public notice of this action has been provided in accordance with Chapter 125, F.S.

NOW THEREFORE BE IT ORDAINED this 30th day of October, 2006 by the Board of County Commissioners of Nassau County, Florida:

Rec 579.52
K. L. ...

SECTION 1. FINDINGS

That this rezoning is:

1. Consistent with the goals, policies and objectives of the Nassau County Comprehensive Plan;
2. Consistent with applicable State of Florida law; and
3. Meets the review criteria of Section 25.05C of the Nassau County Zoning Ordinance

SECTION 2. PROPERTY REZONED

The real property legally described in Exhibit A is hereby rezoned from RS-1 and OR to the Planned Unit Development (PUD) zoning district. Development of the property shall proceed in accordance with the procedures and standards of the PUD district regulations and shall generally conform to the Preliminary Development Plan appended as Exhibit B to this Ordinance.

SECTION 3. APPROVAL SUBJECT TO CONDITIONS

The PUD Development Conditions set forth as EXHIBIT C shall be made a part of this Planned Unit Development, and the development of the property shall be subject to said Conditions.

SECTION 4. MITIGATION PLAN

It is acknowledged that a mitigating offsetting reduction of density created in the Coastal High Hazard Area by this rezoning is provided by a reduction of density in the approved PLM West DRI Development, and that said reduction in the PLM West Development may be applied only to the increase on Crane Island, and as specifically defined in EXHIBIT D to Addendum Four of the application for rezoning, Mitigation Plan for Crane Island Development Related to Coastal High Hazard Area and that this ordinance and Exhibit F constitute a binding Agreement.

SECTION 5. EXHIBITS

The following exhibits are accepted and incorporated as part of this rezoning: Exhibit "D-1", map of access road; Exhibit "D-2", *Development Dual Entrance Standard* memorandum from Jose Deliz to Bob Rowland dated January 12, 2005; Exhibit "E", Decision granting final *Certificate of Concurrency* with conditions dated October 4, 2005; Exhibit "F", Mitigation Plan for Crane Island Development related to Coastal High Hazard Area; Exhibit "G", *Draft Grant of Avigation Easement* from Willis, Still, Abney, Graham, Crane Island Investments et. al. to City of Fernandina Beach.

SECTION 6. EFFECTIVE DATE

This Ordinance shall take effect upon its being filed in the Office of the Secretary of State.

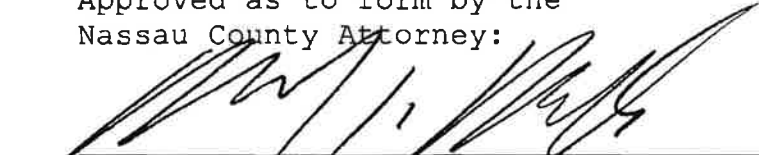
BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA


THOMAS D. BRANAN, JR.
Its: Chairman

ATTEST:


JOHN A. CRAWFORD
Its: Ex-Officio Clerk

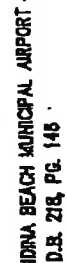
Approved as to form by the
Nassau County Attorney:


MICHAEL S. MULLIN,
County Attorney

7

GOVE Legal Description and Property Survey of 207.44 Acres

GOVE



SHEET 1 OF 2 SHEETS

JOB No. 2004-674

LEGEND

GREGORY B. CLARY. P.L.S. CERT. NO. 3377

MAP SHOWING

A PORTION OF SECTION 19, "CRANEY ISLAND," AND A PORTION OF SECTIONS 6 AND 49, ALL IN TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SAID SECTION 6; THENCE NORTH 89°48'01" WEST, ALONG THE NORTH LINE OF SAID SECTION 49, A DISTANCE OF 198.43 FEET, TO THE EASTERLY BOUNDARY OF SAID SECTION 19, "CRANEY ISLAND," AND A POINT HEREINAFTER REFERRED TO AS REFERENCE POINT "A"; THENCE RETURN TO THE POINT OF BEGINNING; THENCE SOUTH 89°48'01" EAST, ALONG THE NORTHERLY LINE OF SAID SECTION 6, A DISTANCE OF 1143.72 FEET TO ITS INTERSECTION WITH THE ORIGINAL GOVERNMENT MEANDER LINE OF SECTION 6, AS SURVEYED BY WASHINGTON AND WILLIS, DATED 1831; THENCE SOUTHWESTERLY AND SOUTHEASTERLY, ALONG SAID ORIGINAL GOVERNMENT MEANDER LINE OF SECTION 6, RUN THE FOLLOWING SIX (6) COURSES AND DISTANCES: COURSE NO. 1: SOUTH 23°19'40" WEST, 1246.33 FEET; COURSE NO. 2: SOUTH 00°10'48" WEST, 327.86 FEET; COURSE NO. 3: SOUTH 09°53'05" EAST, 1782.00 FEET; COURSE NO. 4: SOUTH 35°10'48" WEST, 330.00 FEET; COURSE NO. 5: SOUTH 28°49'12" EAST, 198.00 FEET; COURSE NO. 6: SOUTH 00°49'12" EAST, 482.00 FEET, TO THE ORIGINAL GOVERNMENT MEANDER LINE OF SECTION 11, AS SURVEYED BY WASHINGTON AND WILLIS, DATED 1831; THENCE SOUTHEASTERLY, ALONG SAID ORIGINAL GOVERNMENT MEANDER LINE OF SECTION 11, RUN THE FOLLOWING THREE (3) COURSES AND DISTANCES: COURSE NO. 1: SOUTH 08°49'12" EAST, 860.00 FEET; COURSE NO. 2: SOUTH 29°49'12" EAST, 284.00 FEET; COURSE NO. 3: SOUTH 04°49'12" EAST, 250.53 FEET, TO THE SOUTH LINE OF GOVERNMENT LOT 6, SAID SECTION 6; THENCE SOUTH 90°00'00" WEST, ALONG LAST SAID LINE, AND ALONG THE SOUTH LINE OF GOVERNMENT LOT 6, SAID SECTION 49, A DISTANCE OF 2088.24 FEET, TO THE EASTERLY RIGHT-OF-WAY LINE OF THE INTRACOASTAL WATERWAY; THENCE NORTH 08°49'00" WEST, ALONG LAST SAID LINE, 2749.62 FEET, TO THE MEAN HIGH WATER LINE (AS ESTABLISHED BY CLARY & ASSOCIATES, IN ACCORDANCE WITH CHAPTER 177, PART II, FLORIDA STATUTES, CHAPTER 18-5, F.A.C. AND CHAPTER 21HH-6, F.A.C., AS SHOWN ON CLARY & ASSOCIATES MAP, FILE NO. T2N-35); THENCE NORTHEASTERLY AND NORTHWESTERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING TWO (2) COURSES AND DISTANCES: COURSE NO. 1: NORTH 05°01'54" EAST, 68.33 FEET; COURSE NO. 2: NORTH 13°25'31" WEST, 118.34 FEET, TO THE AFORESAID EASTERLY RIGHT-OF-WAY LINE OF THE INTRACOASTAL WATERWAY; THENCE NORTH 06°49'00" WEST, ALONG LAST SAID LINE, 479.72 FEET TO SAID MEAN HIGH WATER LINE (AS ESTABLISHED BY CLARY & ASSOCIATES, IN ACCORDANCE WITH CHAPTER 177, PART II, FLORIDA STATUTES, CHAPTER 18-5, F.A.C. AND CHAPTER 21HH-6, F.A.C., AS SHOWN ON CLARY & ASSOCIATES MAP, FILE NO. T2N-35); THENCE NORTHEASTERLY AND NORTHWESTERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING TWO (2) COURSES AND DISTANCES: COURSE NO. 1: NORTH 41°54'22" EAST, 106.80 FEET; COURSE NO. 2: NORTH 39°39'37" WEST, 148.00 FEET, TO THE AFORESAID EASTERLY RIGHT-OF-WAY LINE OF THE INTRACOASTAL WATERWAY; THENCE NORTH 06°49'00" WEST, ALONG LAST SAID LINE, 387.48 FEET, TO SAID MEAN HIGH WATER LINE (AS ESTABLISHED BY CLARY & ASSOCIATES, IN ACCORDANCE WITH CHAPTER 177, PART II, FLORIDA STATUTES, CHAPTER 18-5, F.A.C. AND CHAPTER 21HH-6, F.A.C., AS SHOWN ON CLARY & ASSOCIATES MAP, FILE NO. T2N-35); THENCE NORTHEASTERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING TWO (2) COURSES AND DISTANCES: COURSE NO. 1: NORTH 02°17'02" EAST, 35.21 FEET; COURSE NO. 2: NORTH 59°55'35" EAST, 30.64 FEET, TO THE WESTERLY PROLONGATION OF THE SOUTHERLY BOUNDARY OF THOSE LANDS DESIGNATED AS PARCEL 1, AND DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 0539, PAGE 1099, OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 83°34'36" EAST, ALONG LAST SAID LINE, AND ALONG SAID SOUTHERLY LINE OF THOSE LANDS DESIGNATED AS PARCEL 1, AND DESCRIBED AND RECORDED IN SAID OFFICIAL RECORDS BOOK 0539, PAGE 1099, A DISTANCE OF 1700 FEET, MORE OR LESS, TO THE APPROXIMATE MEAN HIGH WATER LINE AS FIELD LOCATED JANUARY 15, 1987 AND AS SHOWN ON MAP OF SPECIFIC PURPOSE SURVEY BY SUNSHINE STATE SURVEYORS, INC. FILE NUMBER 87E-2218, MAP DATE FEBRUARY 20, 1987; THENCE NORTHEASTERLY, NORTHERLY, AND NORTHWESTERLY, ALONG SAID APPROXIMATE MEAN HIGH WATER LINE AS FIELD LOCATED JANUARY 15, 1987 AND AS SHOWN ON MAP OF SPECIFIC PURPOSE SURVEY BY SUNSHINE STATE SURVEYORS, INC. FILE NUMBER 87E-2218, MAP DATE FEBRUARY 20, 1987, A DISTANCE OF 2000 FEET, MORE OR LESS, TO AN INTERSECTION WITH THE AFORESAID EASTERLY BOUNDARY OF SECTION 19, "CRANEY ISLAND," SAID LINE BEARING SOUTH 18°12'09" EAST FROM REFERENCE POINT "A"; THENCE NORTH 18°12'09" WEST, ALONG LAST SAID LINE, 175 FEET, MORE OR LESS, TO REFERENCE POINT "A", AND TO CLOSE.

CONTAINING 207.44 ACRES, MORE OR LESS

SHEET 2 OF 2 SHEETS

DRAWN: JRS

JOB No. 2004-094

UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

WHERE OTHERWISE SHOWN AND STATED HEREON, THIS MAP OR SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS, CHAPTER 472.027, FLORIDA STATUTES, AND DOES NOT NECESSARILY MEET ANY OTHER NATIONAL OR REGIONAL STANDARDS.

Clary & Associates, Inc.

PROFESSIONAL LAND SURVEYORS

3830 CROWN POINT ROAD, SUITE "A"

JACKSONVILLE, FLORIDA 32257

(904) 260-2703 LB No. 3731



LEGEND

R/W = RIGHT-OF-WAY
 PC = POINT OF CURVATURE
 PT = POINT OF TANGENCY
 ORV = OFFICIAL RECORDS
 VOLUME
 PLAT BOOK
 PAGE(S)
 ARC LENGTH
 TANGENT
 RADIAL
 CHORD
 DELTA

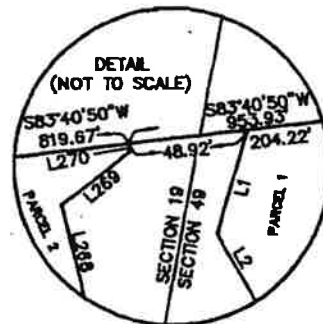
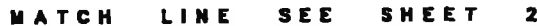
DATE JULY 13, 2004

SCALE 1" = 600'

CHECKED BY *[Signature]*

GREGORY B. CLARY, P.L.S., CERT. NO. 3377

Exhibit A-1:
**Legal Description and Property Survey of 71.58+
acre Uplands Portion of 113-acre Property**



DRAFTER: JLS
JOB No. 2006-393

Clary & Associates, Inc.
PROFESSIONAL LAND SURVEYORS
3830 CROWN POINT ROAD SUITE "A"
JACKSONVILLE, FLORIDA 32257
(904) 260-2703 LB NO. 3731

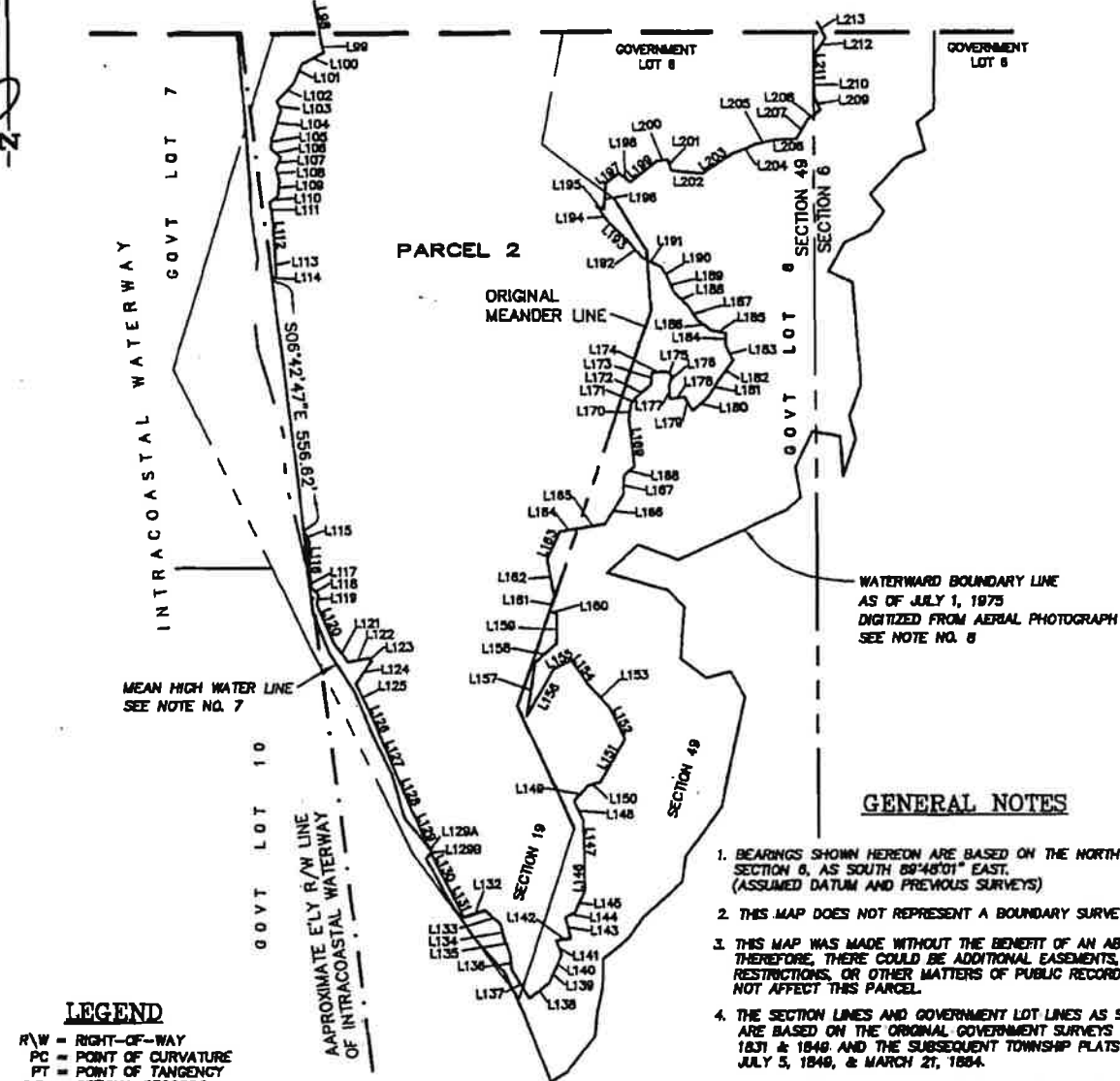


B. I. PITTMAN P.I.S. CERT NO 4827

MAP SHOWING



MATCH LINE SEE SHEET 1



LEGEND

R/W = RIGHT-OF-WAY
 PC = POINT OF CURVATURE
 PT = POINT OF TANGENCY
 O.R. = OFFICIAL RECORDS
 P.B. = PLAT BOOK
 PG(S) = PAGE(S)
 L = ARC LENGTH
 T = TANGENT
 R = RADIUS
 CH = CHORD
 Δ = DELTA
 PRC = POINT OF REVERSE CURVE
 PCC = POINT OF COMPOUND CURVE
 CL = CENTERLINE
 MHWL = MEAN HIGH WATER LINE
 GOVT = GOVERNMENT

GENERAL NOTES

1. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF SECTION 6, AS SOUTH 89°46'01" EAST, (ASSUMED DATUM AND PREVIOUS SURVEYS)
2. THIS MAP DOES NOT REPRESENT A BOUNDARY SURVEY.
3. THIS MAP WAS MADE WITHOUT THE BENEFIT OF AN ABSTRACT TITLE. THEREFORE, THERE COULD BE ADDITIONAL EASEMENTS, COVENANTS AND RESTRICTIONS, OR OTHER MATTERS OF PUBLIC RECORD THAT MAY OR MAY NOT AFFECT THIS PARCEL.
4. THE SECTION LINES AND GOVERNMENT LOT LINES AS SHOWN HEREON ARE BASED ON THE ORIGINAL GOVERNMENT SURVEYS PERFORMED IN 1831 & 1840, AND THE SUBSEQUENT TOWNSHIP PLATS DATED JAN. 1834, JULY 5, 1840, & MARCH 21, 1884.
5. WETLAND LINES SHOWN HEREON BASED ON MAP BY CLARY & ASSOCIATES FILE NO. T2N-57C, DATED: JUNE 1, 1998.
6. X- REF: CLARY & ASSOC.: FILE NO. R1-80, R3-58, T2N-35, T2N-57&57B SURVEY BY SUNSHINE STATE SURVEYORS, INC.: FILE NO. 87E-2218.
7. MEAN HIGH WATER LINE AS ESTABLISHED BY CLARY & ASSOC. MAP FILE NO. R3-58, DATED DECEMBER 31, 1987.
8. WATERWARD BOUNDARY LINE SHOWN WAS DIGITIZED FROM AERIAL PHOTOGRAPH NEGATIVE NO. A20 12089-174-12, AERIAL NO. 8/10, TAKEN JANUARY 22, 1974, AS PROVIDED BY THE NASSAU COUNTY PROPERTY APPRAISER'S OFFICE. (SEE CLARY & ASSOC., INC. MAP FILE NO. T2N-57)

SHEET 2 OF 9

UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

DRAFTER: JLS
 JOB NO. 2006-393

UNLESS OTHERWISE SHOWN AND STATED HEREON, THIS MAP OR SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS, CHAPTER 81G17-8, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.022, FLORIDA STATUTES, AND DOES NOT NECESSARILY MEET ANY OTHER NATIONAL OR REGIONAL STANDARDS.

Clary & Associates, Inc.

PROFESSIONAL LAND SURVEYORS

3830 CROWN POINT ROAD SUITE "A"

JACKSONVILLE, FLORIDA 32257

(904) 260-2703

LB NO. 3731



DATE MARCH 2006

SCALE N/A

CHECKED BY: *[Signature]*

[Signature]
 B. L. PITTMAN, P.L.S. CERT. NO. 4827

MAP SHOWING

LINE TABLE		
LINE	LENGTH	BEARING
L1	44.14	S17°13'24"W
L2	37.77	S30°09'07"E
L3	42.47	S25°59'31"W
L4	29.10	S10°33'26"E
L5	60.58	S02°10'19"W
L6	88.91	S00°07'55"W
L7	50.91	S21°10'52"E
L8	48.34	S16°12'58"W
L9	61.63	S13°55'55"W
L10	43.84	S09°55'59"W
L11	27.58	S79°54'16"E
L12	34.19	S59°55'25"E
L13	42.94	N62°26'44"E
L14	28.26	S10°52'46"W
L15	19.06	N62°20'22"E
L16	44.72	N59°10'11"E
L17	17.90	S05°04'47"E
L18	48.73	N63°00'16"E
L19	39.47	S68°48'49"E
L20	22.47	S37°38'19"E
L21	39.82	S18°51'34"W
L22	59.57	S34°28'21"E
L23	57.23	N53°11'47"E
L24	53.19	S38°33'29"E
L25	55.78	S62°43'19"E
L26	50.31	S78°27'53"E
L27	45.42	N50°34'12"E
L28	43.00	S60°43'47"E
L29	40.26	N52°43'36"E
L30	46.12	S88°12'09"E
L31	47.01	N41°45'57"E
L32	47.55	N22°14'57"W
L33	35.18	N48°11'37"E
L34	37.86	S58°00'14"E
L35	58.66	S71°01'02"E
L36	35.37	S75°24'17"E
L37	32.83	N09°03'14"E
L38	26.25	N55°00'50"E
L39	24.07	N05°17'04"W
L40	34.03	N84°01'41"W
L41	20.98	N41°40'31"E
L42	43.49	N21°56'48"E
L43	18.80	N34°35'47"E
L44	36.76	N02°39'18"E
L45	32.65	N15°59'06"W
L46	41.05	N42°40'30"E
L47	38.45	N13°41'45"W
L48	32.82	N50°05'20"W
L49	27.61	N68°00'28"W
L50	27.97	N00°00'58"E
L51	22.20	N45°23'07"W
L52	27.87	N78°50'48"W
L53	29.06	N50°10'20"W
L54	58.58	N76°09'34"W
L55	50.47	N79°18'25"W

LINE TABLE		
LINE	LENGTH	BEARING
L56	51.11	S88°00'31"W
L57	56.09	N70°12'28"W
L58	60.06	S83°36'37"W
L59	42.23	N44°46'36"W
L60	55.12	N24°21'39"E
L61	37.96	N13°31'32"E
L62	48.79	N80°53'00"W
L63	53.12	S67°02'56"W
L64	50.17	N51°42'00"W
L65	52.60	N54°14'14"W
L66	32.17	S06°12'26"W
L67	43.20	S00°45'14"E
L68	54.91	S66°37'45"W
L69	40.09	S26°47'01"E
L70	70.54	S34°28'50"E
L71	29.88	S52°43'47"W
L72	40.56	S12°55'52"E
L73	68.33	S34°50'09"W
L74	62.01	S08°08'27"W
L75	56.88	S43°06'29"W
L76	70.57	S03°57'04"W
L77	62.08	S27°42'55"W
L78	10.29	S01°54'42"W
L79	65.56	S35°38'03"W
L80	55.57	S02°24'09"W
L81	29.08	S13°21'41"W
L82	55.93	S10°29'18"E
L83	27.52	S28°09'20"E
L84	73.83	S18°32'11"W
L85	62.12	S03°32'52"W
L86	72.81	S04°20'27"E
L87	26.54	S11°08'22"E
L88	34.76	S47°11'08"E
L89	47.69	S24°56'05"W
L90	68.56	S34°09'22"E
L91	93.20	S18°01'29"E
L92	73.45	S00°03'09"E
L93	60.56	S04°37'31"W
L94	48.84	S23°02'28"E
L95	42.47	S48°56'00"E
L96	28.89	S21°51'26"W
L97	40.05	S40°48'31"E
L98	91.45	S10°05'51"E
L99	23.93	S08°51'12"E
L100	54.23	S62°16'58"W
L101	41.94	S23°47'57"W
L102	58.55	S41°57'38"W
L103	21.18	S27°01'24"E
L104	67.06	S20°20'26"W
L105	21.85	S04°45'57"W
L106	29.16	S48°57'05"E
L107	24.78	S24°59'34"W
L108	31.20	S13°59'27"E
L109	32.27	S04°52'56"W
L110	24.90	S52°11'21"W

LINE TABLE		
LINE	LENGTH	BEARING
L111	28.13	S11°13'35"E
L112	91.10	S03°30'40"E
L113	42.34	S01°09'27"E
L114	12.61	S43°09'18"W
L115	27.79	S24°36'25"E
L116	81.14	S00°40'18"E
L117	19.16	S06°42'47"E
L118	22.54	S41°17'53"E
L119	21.03	S07°58'59"W
L120	97.13	S23°22'17"E
L121	48.41	S37°29'36"E
L122	46.50	N79°08'54"E
L123	8.48	S47°05'32"E
L124	62.12	S34°52'47"W
L125	60.43	S26°54'22"E
L126	63.98	S22°29'46"E
L127	103.70	S22°26'49"E
L128	78.39	S23°04'12"E
L129	83.24	S23°47'18"E
L129A	17.24	S39°20'31"E
L129B	4.81	S39°19'23"W
L130	78.19	S26°13'06"E
L131	81.06	S26°52'25"E
L132	50.77	N71°21'42"E
L133	45.47	S45°49'21"E
L134	30.97	S13°37'41"E
L135	39.22	S19°47'51"E
L136	34.98	S05°18'19"E
L137	73.60	S31°21'20"E
L138	55.84	N51°36'38"E
L139	39.09	N24°08'26"E
L140	29.05	N25°02'30"E
L141	33.16	N20°01'35"W
L142	32.32	N81°17'35"E
L143	47.79	N13°57'54"W
L144	25.79	N59°56'59"E
L145	49.94	N23°56'51"E
L146	59.13	N01°25'58"E
L147	96.48	N01°52'28"W
L148	47.07	N24°22'15"W
L149	44.74	N42°45'18"E
L150	30.01	N73°55'52"E
L151	109.70	N30°06'31"E
L152	77.79	N25°47'00"W
L153	73.17	N43°11'45"W
L154	61.80	N33°24'53"W
L155	42.75	S63°59'48"W
L156	120.09	S30°12'26"W
L157	117.90	N08°55'59"E
L158	65.29	N48°16'17"E
L159	64.23	N00°02'08"E
L160	17.27	N65°03'31"W
L161	32.44	N20°27'27"E
L162	84.04	N10°54'24"W
L163	68.17	N25°08'35"E

SHEET 3 OF 9

UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER
THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

DRAFTER: JLS
JOB NO. 2006-393

UNLESS OTHERWISE SHOWN AND STATED HEREON, THIS MAP OR
SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH
BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS,
AFTER 61C17-8, FLORIDA ADMINISTRATIVE CODE, PURSUANT
SECTION 472.022, FLORIDA STATUTES, AND DOES NOT
NECESSARILY MEET ANY OTHER NATIONAL OR REGIONAL STANDARDS.

Clary & Associates, Inc.

PROFESSIONAL LAND SURVEYORS

3830 CROWN POINT ROAD SUITE "A"
JACKSONVILLE, FLORIDA 32257

(904) 260-2703 LB NO. 3731



DATE MARCH 2006

SCALE N/A

CHECKED BY: *[Signature]*

[Signature]
B. L. PITTMAN, P.L.S. CERT. NO. 4827

MAP SHOWING

LINE TABLE

LINE	LENGTH	BEARING
L164	47.88	N81°26'01"E
L165	54.09	N80°01'37"E
L166	76.24	N33°23'12"E
L167	42.06	N04°14'50"E
L168	31.73	N48°35'06"E
L169	103.24	N06°43'43"W
L170	32.37	N06°55'43"E
L171	19.57	N38°10'34"E
L172	46.10	N49°19'11"E
L173	26.11	N05°42'31"E
L174	31.50	N89°15'37"E
L175	14.81	S57°38'59"E
L176	23.72	S17°17'06"W
L177	28.37	S03°48'17"E
L178	32.56	N81°43'44"E
L179	34.32	S31°11'33"E
L180	46.15	N48°39'39"E
L181	45.69	N33°17'33"E
L182	50.45	N37°09'30"E
L183	38.40	N23°52'30"W
L184	26.01	N01°40'20"E
L185	33.25	N78°42'40"W
L186	37.47	N53°54'03"W
L187	39.73	N32°02'07"W
L188	44.35	N44°32'44"W
L189	27.04	N23°21'44"W
L190	32.09	N30°39'50"W
L191	44.54	N64°23'43"W
L192	48.95	N40°28'53"W
L193	61.93	N47°04'56"W
L194	44.82	N37°49'02"W
L195	18.71	S66°43'38"E
L196	57.51	N04°19'50"E
L197	38.44	N53°32'35"E
L198	32.67	S52°42'52"E
L199	76.75	N52°02'41"E
L200	22.61	N82°56'46"E
L201	24.72	S19°49'35"E
L202	69.60	S84°30'37"E
L203	75.38	N57°02'24"E
L204	55.99	N67°48'15"E
L205	51.05	N77°05'19"E
L206	42.66	N88°08'18"E
L207	48.70	N29°13'20"E
L208	36.16	N54°39'43"E
L209	33.46	N22°26'27"W
L210	42.85	N01°21'49"W
L211	42.78	N01°01'57"W
L212	50.58	N31°15'19"E
L213	38.62	N26°51'13"W
L214	49.83	N07°27'03"W
L215	55.55	N26°20'03"W
L216	40.52	N69°00'26"W
L217	39.21	N35°58'03"W
L218	53.43	N57°15'59"W

LINE	LENGTH	BEARING
L219	38.73	N61°24'28"W
L220	76.00	N77°15'09"W
L221	75.11	N26°08'20"W
L222	59.96	N87°15'53"W
L223	18.44	S41°57'59"W
L224	32.02	S86°44'42"W
L225	37.28	S45°56'41"W
L226	62.80	S66°10'34"W
L227	44.68	N32°04'44"W
L228	44.68	N04°00'41"E
L229	40.56	N14°01'24"E
L230	56.17	N36°09'27"E
L231	28.71	N00°14'29"W
L232	42.14	N44°06'34"E
L233	49.13	N50°53'28"E
L234	59.33	N11°11'00"E
L235	57.97	N10°04'34"E
L236	60.56	N17°17'25"E
L237	14.73	N14°10'06"W
L238	89.67	N25°32'41"W
L239	64.29	N05°52'58"W
L240	42.83	N26°13'54"E
L241	13.37	N77°13'35"E
L242	43.64	N02°48'04"E
L243	42.10	N60°51'46"W
L244	33.89	N81°06'25"E
L245	33.86	N09°26'28"E
L246	31.02	N01°23'11"E
L247	22.98	N12°25'06"E
L248	18.57	N53°09'42"W
L249	36.96	N79°12'01"W
L250	13.58	N56°05'25"W
L251	39.82	S79°34'56"E
L252	21.63	S72°56'52"E
L253	19.28	N42°29'04"E
L254	45.31	N05°15'21"W
L255	37.61	N18°15'22"E
L256	35.70	N42°38'41"E
L257	25.86	N37°57'57"W
L258	26.47	N50°45'53"E
L259	28.93	N06°31'46"E
L260	53.33	N18°14'24"E
L261	53.61	N00°08'58"E
L262	30.25	N20°40'12"W
L263	49.59	N10°30'39"W
L264	47.19	N07°10'53"E
L265	43.76	N24°36'46"E
L266	25.45	N07°52'53"E
L267	58.16	N11°22'13"W
L268	32.48	N12°39'35"W
L269	34.80	N52°18'40"E
L270	3.26	N00°27'16"W

SHEET 4 OF 9

UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

DRAFTER: JLS
JOB No. 2006-393

UNLESS OTHERWISE SHOWN AND STATED HEREON, THIS MAP OR SKETCH MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS, P.L. 86-17-5, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES, AND DOES NOT NECESSARILY MEET ANY OTHER NATIONAL OR REGIONAL STANDARDS.

Clary & Associates, Inc.

PROFESSIONAL LAND SURVEYORS

3830 CROWN POINT ROAD SUITE "A"

JACKSONVILLE, FLORIDA 32257

(904) 260-2703 LB NO. 3731



DATE MARCH 2006

SCALE N7A

CHECKED BY: JLS

B. L. Pittman
B. L. PITTMAN, P.L.S. CERT. NO. 4827

MAP SHOWING

UPLAND PARCEL 1

A PORTION OF SECTIONS 6 AND 49, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, STATE OF FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 6, SAID TOWNSHIP AND RANGE; THENCE SOUTH 89°41'48" EAST, ALONG THE NORTHERLY LINE OF SAID SECTION 6, A DISTANCE OF 1143.72 FEET TO ITS INTERSECTION WITH THE ORIGINAL GOVERNMENT MEANDER LINE; THENCE SOUTH 23°25'53" WEST, ALONG LAST SAID LINE, 1135.18 FEET, TO THE EASTERLY PROLONGATION OF THE SOUTHERLY BOUNDARY OF THOSE LANDS DESIGNATED AS PARCEL 1, AND DESCRIBED AND RECORDED IN OFFICIAL RECORDS 0539, PAGE 1099, OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 83°40'50" WEST, ALONG LAST SAID LINE, AND ALONG SAID SOUTHERLY LINE OF THOSE LANDS DESIGNATED AS PARCEL 1, AND DESCRIBED AND RECORDED IN SAID OFFICIAL RECORDS 0539, PAGE 1099, A DISTANCE OF 700.79 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 83°40'50" WEST, ALONG LAST SAID LINE, 204.22 FEET; THENCE SOUTH 17°13'24" WEST, 44.14 FEET; THENCE SOUTH 30°09'07" EAST, 37.77 FEET; THENCE SOUTH 25°59'31" WEST, 42.47 FEET; THENCE SOUTH 10°33'26" EAST, 29.10 FEET; THENCE SOUTH 02°10'19" WEST, 60.58 FEET; THENCE SOUTH 00°07'55" WEST, 88.91 FEET; THENCE SOUTH 21°10'52" EAST, 50.91 FEET; THENCE SOUTH 16°12'58" WEST, 48.34 FEET; THENCE SOUTH 13°55'55" WEST, 61.63 FEET; THENCE SOUTH 09°55'59" WEST, 43.84 FEET; THENCE SOUTH 79°54'16" EAST, 27.58 FEET; THENCE SOUTH 59°55'25" EAST, 34.19 FEET; THENCE NORTH 62°26'44" EAST, 42.94 FEET; THENCE SOUTH 10°52'46" WEST, 28.26 FEET; THENCE NORTH 62°20'22" EAST, 19.06 FEET; THENCE NORTH 59°10'11" EAST, 44.72 FEET; THENCE SOUTH 05°04'47" EAST, 17.90 FEET; THENCE NORTH 63°00'16" EAST, 48.73 FEET; THENCE SOUTH 68°48'49" EAST, 39.47 FEET; THENCE SOUTH 37°38'19" EAST, 22.47 FEET; THENCE SOUTH 18°51'34" WEST, 39.82 FEET; THENCE SOUTH 34°28'21" EAST, 59.57 FEET; THENCE NORTH 53°11'47" EAST, 57.23 FEET; THENCE SOUTH 38°33'29" EAST, 53.19 FEET; THENCE SOUTH 62°31'19" EAST, 55.78 FEET; THENCE SOUTH 78°27'53" EAST, 50.31 FEET; THENCE NORTH 50°34'12" EAST, 45.42 FEET; THENCE SOUTH 60°43'47" EAST, 43.00 FEET; THENCE NORTH 52°43'36" EAST, 40.26 FEET; THENCE SOUTH 88°12'09" EAST, 46.12 FEET; THENCE NORTH 41°45'57" EAST, 47.01 FEET; THENCE NORTH 22°14'57" WEST, 47.55 FEET; THENCE NORTH 48°11'37" EAST, 35.18 FEET; THENCE SOUTH 58°00'14" EAST, 37.86 FEET; THENCE SOUTH 71°01'02" EAST, 58.66 FEET; THENCE SOUTH 75°24'17" EAST, 35.37 FEET; THENCE NORTH 09°03'14" EAST, 32.83 FEET; THENCE NORTH 55°00'50" EAST, 26.25 FEET; THENCE NORTH 05°17'04" WEST, 24.07 FEET; THENCE NORTH 84°01'41" WEST, 34.03 FEET; THENCE NORTH 41°40'31" EAST, 20.98 FEET; THENCE NORTH 21°56'48" EAST, 43.49 FEET; THENCE NORTH 34°35'47" EAST, 18.80 FEET;

SHEET 5 OF 9

UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER
THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

DRAFTER: JLS
JOB No. 2006-393

UNLESS OTHERWISE SHOWN AND STATED HEREON, THIS MAP OR
SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH
BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS,
CHAPTER 61G17-8, FLORIDA ADMINISTRATIVE CODE, PURSUANT
TO SECTION 472.022, FLORIDA STATUTES, AND DOES NOT
NECESSARILY MEET ANY OTHER NATIONAL OR REGIONAL STANDARDS.

Clary & Associates, Inc.

PROFESSIONAL LAND SURVEYORS

3830 CROWN POINT ROAD SUITE "A"
JACKSONVILLE, FLORIDA 32257

(904) 260-2703 LS NO. 3731



DATE MARCH 2006

SCALE N/A

CHECKED BY: JRS

B. L. PITTMAN, P.L.S. CERT. NO. 4827

MAP SHOWING

THENCE NORTH 02°39'18" EAST, 36.76 FEET; THENCE NORTH 15°59'06" WEST, 32.65 FEET; THENCE NORTH 42°40'30" EAST, 41.05 FEET; THENCE NORTH 13°41'45" WEST, 38.45 FEET; THENCE NORTH 50°05'20" WEST, 32.82 FEET; THENCE NORTH 68°00'28" WEST, 27.61 FEET; THENCE NORTH 00°00'58" EAST, 27.97 FEET; THENCE NORTH 45°23'07" WEST, 22.20 FEET; THENCE NORTH 78°50'48" WEST, 27.87 FEET; THENCE NORTH 50°10'20" WEST, 29.06 FEET; THENCE NORTH 76°09'34" WEST, 58.58 FEET; THENCE NORTH 79°18'25" WEST, 50.47 FEET; THENCE SOUTH 88°00'31" WEST, 51.11 FEET; THENCE NORTH 70°12'28" WEST, 56.09 FEET; THENCE SOUTH 83°36'37" WEST, 60.06 FEET; THENCE NORTH 44°46'36" WEST, 42.23 FEET; THENCE NORTH 24°21'39" EAST, 55.12 FEET; THENCE NORTH 13°31'32" EAST, 37.96 FEET; THENCE NORTH 80°53'00" WEST, 48.79 FEET; THENCE SOUTH 67°02'56" WEST, 53.12 FEET; THENCE NORTH 51°42'00" WEST, 50.17 FEET; THENCE NORTH 54°14'14" WEST, 52.60 FEET TO THE POINT OF BEGINNING.

CONTAINING 8.30 ACRES MORE OR LESS.

TOGETHER WITH:

UPLAND PARCEL 2

A PORTION OF SECTIONS 6 AND 49, AND A PORTION OF SECTION 19, "CRANEY ISLAND," ALL IN TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, STATE OF FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 6, SAID TOWNSHIP AND RANGE; THENCE SOUTH 89°41'48" EAST, ALONG THE NORTHERLY LINE OF SAID SECTION 6, A DISTANCE OF 1143.72 FEET TO ITS INTERSECTION WITH THE ORIGINAL GOVERNMENT MEANDER LINE; THENCE SOUTH 23°25'53" WEST, ALONG LAST SAID LINE, 1135.18 FEET, TO THE EASTERLY PROLONGATION OF THE SOUTHERLY BOUNDARY OF THOSE LANDS DESIGNATED AS PARCEL 1, AND DESCRIBED AND RECORDED IN OFFICIAL RECORDS 0539, PAGE 1099, OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 83°40'50" WEST, ALONG LAST SAID LINE, AND ALONG SAID SOUTHERLY LINE OF THOSE LANDS DESIGNATED AS PARCEL 1, AND DESCRIBED AND RECORDED IN SAID OFFICIAL RECORDS 0539, PAGE 1099, A DISTANCE OF 953.93 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 83°40'50" WEST, ALONG LAST SAID LINE, 819.67 FEET; THENCE SOUTH 06°12'26" WEST, 32.17 FEET; THENCE SOUTH 00°45'14" EAST, 43.20 FEET; THENCE SOUTH 66°37'45" WEST, 54.91 FEET; THENCE SOUTH 26°47'01" EAST, 40.09 FEET; THENCE SOUTH 34°28'50" EAST, 70.54 FEET; THENCE SOUTH 52°43'37" WEST, 29.88 FEET; THENCE SOUTH 12°55'52" EAST, 40.56 FEET; THENCE SOUTH 34°50'09" WEST, 68.33 FEET; THENCE SOUTH 08°08'27" WEST, 62.01 FEET; THENCE SOUTH 43°06'29" WEST, 56.88 FEET; THENCE SOUTH 03°57'04" WEST, 70.57 FEET; THENCE SOUTH 27°42'55" WEST, 62.08 FEET; THENCE SOUTH 01°54'42" WEST, 10.29 FEET;

SHEET 6 OF 9

UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

DRAFTER: JLS
JOB No. 2006-393

UNLESS OTHERWISE SHOWN AND STATED HEREON, THIS MAP OR SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS, CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, AND DOES NOT NECESSARILY MEET ANY OTHER NATIONAL OR REGIONAL STANDARDS.

Clary & Associates, Inc.

PROFESSIONAL LAND SURVEYORS

383D CROWN POINT ROAD SUITE "A"
JACKSONVILLE, FLORIDA 32257
(904) 260-2703 LB NO. 3731



DATE MARCH 2006

SCALE N/A

CHECKED BY: JLS

B. L. Pittman
B. L. PITTMAN, P.L.S. CERT. NO. 4827

MAP SHOWING

THENCE SOUTH 35°38'03" WEST, 65.56 FEET; THENCE SOUTH 02°24'09" WEST, 55.57 FEET; THENCE SOUTH 13°21'41" WEST, 29.08 FEET; THENCE SOUTH 10°29'18" EAST, 55.93 FEET; THENCE SOUTH 28°09'20" EAST, 27.52 FEET; THENCE SOUTH 18°32'11" WEST, 73.83 FEET; THENCE SOUTH 03°32'52" WEST, 62.12 FEET; THENCE SOUTH 04°20'27" EAST, 72.81 FEET; THENCE SOUTH 11°08'22" EAST, 26.54 FEET; THENCE SOUTH 47°11'08" EAST, 34.76 FEET; THENCE SOUTH 24°56'05" WEST, 47.69 FEET; THENCE SOUTH 34°09'22" EAST, 68.56 FEET; THENCE SOUTH 18°01'29" EAST, 93.20 FEET; THENCE SOUTH 00°03'09" EAST, 73.45 FEET; THENCE SOUTH 04°37'31" WEST, 60.56 FEET; THENCE SOUTH 23°02'28" EAST, 48.84 FEET; THENCE SOUTH 48°56'00" EAST, 42.47 FEET; THENCE SOUTH 21°51'26" WEST, 28.89 FEET; THENCE SOUTH 40°48'31" EAST, 40.05 FEET; THENCE SOUTH 10°05'51" EAST, 91.45 FEET; THENCE SOUTH 08°51'12" EAST, 23.93 FEET; THENCE SOUTH 62°16'58" WEST, 54.23 FEET; THENCE SOUTH 23°47'57" WEST, 41.94 FEET; THENCE SOUTH 41°57'38" WEST, 58.55 FEET; THENCE SOUTH 27°01'24" EAST, 21.18 FEET; THENCE SOUTH 20°20'26" WEST, 67.06 FEET; THENCE SOUTH 04°45'57" WEST, 21.85 FEET; THENCE SOUTH 48°57'05" EAST, 29.16 FEET; THENCE SOUTH 24°59'34" WEST, 24.78 FEET; THENCE SOUTH 13°59'27" EAST, 31.20 FEET; THENCE SOUTH 04°52'56" WEST, 32.27 FEET; THENCE SOUTH 52°11'21" WEST, 24.90 FEET; THENCE SOUTH 11°13'35" EAST, 28.13 FEET; THENCE SOUTH 03°30'40" EAST, 91.10 FEET; THENCE SOUTH 01°09'27" EAST, 42.34 FEET; THENCE SOUTH 43°09'18" WEST, 12.61 FEET; THENCE SOUTH 06°42'47" EAST, 556.62 FEET; THENCE SOUTH 24°36'25" EAST, 27.79 FEET; THENCE SOUTH 00°40'18" EAST, 81.14 FEET; THENCE SOUTH 06°42'47" EAST, 19.16 FEET; THENCE SOUTH 41°17'53" EAST, 22.54 FEET; THENCE SOUTH 07°58'59" WEST, 21.03 FEET; THENCE SOUTH 23°22'17" EAST, 97.13 FEET; THENCE SOUTH 37°29'36" EAST, 48.41 FEET; THENCE NORTH 79°08'54" EAST, 46.50 FEET; THENCE SOUTH 47°05'32" EAST, 8.48 FEET; THENCE SOUTH 34°52'47" WEST, 62.12 FEET; THENCE SOUTH 26°54'22" EAST, 60.43 FEET; THENCE SOUTH 22°29'46" EAST, 63.98 FEET; THENCE SOUTH 22°26'49" EAST, 103.70 FEET; THENCE SOUTH 23°04'12" EAST, 78.39 FEET; THENCE SOUTH 23°47'18" EAST, 83.24 FEET; THENCE SOUTH 39°20'31" EAST, 17.24 FEET; THENCE SOUTH 39°19'23" WEST, 4.81 FEET; THENCE SOUTH 26°13'06" EAST, 78.19 FEET; THENCE SOUTH 26°52'25" EAST, 81.06 FEET; THENCE NORTH 71°21'42" EAST, 50.77 FEET; THENCE SOUTH 45°49'21" EAST, 45.47 FEET; THENCE SOUTH 13°37'41" EAST, 30.97 FEET; THENCE SOUTH 19°47'51" EAST, 39.22 FEET; THENCE SOUTH 05°18'19" EAST, 34.98 FEET; THENCE SOUTH 31°21'20" EAST, 73.60 FEET; THENCE NORTH 51°36'38" EAST, 55.84 FEET; THENCE NORTH 24°08'26" EAST, 39.09 FEET; THENCE NORTH 25°02'30" EAST, 29.05 FEET; THENCE NORTH 20°01'35" WEST, 33.16 FEET; THENCE NORTH 81°17'35" EAST, 32.32 FEET; THENCE NORTH 13°57'54" WEST, 47.79 FEET; THENCE NORTH 59°56'59" EAST, 25.79 FEET; THENCE NORTH 23°56'51" EAST, 49.94 FEET; THENCE NORTH 01°25'58" EAST, 59.13 FEET; THENCE NORTH 01°52'28" WEST, 96.48 FEET; THENCE NORTH 24°22'15" WEST, 47.07 FEET;

SHEET 7 OF 9

UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

DRAFTER: JLS
JOB No. 2006-393

UNLESS OTHERWISE SHOWN AND STATED HEREON, THIS MAP OR SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS, CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.022, FLORIDA STATUTES, AND DOES NOT NECESSARILY MEET ANY OTHER NATIONAL OR REGIONAL STANDARDS.

Clary & Associates, Inc.

PROFESSIONAL LAND SURVEYORS

3830 CROWN POINT ROAD SUITE "A"
JACKSONVILLE, FLORIDA 32257
(904) 260-2703 LB NO. 3731



DATE MARCH 2006

SCALE N/A

CHECKED BY: JLS

B. L. Pittman
B. L. PITTMAN, P.L.S. CERT. NO. 4827

MAP SHOWING

THENCE NORTH 42°45'18" EAST, 44.74 FEET; THENCE NORTH 73°55'52" EAST, 30.01 FEET; THENCE NORTH 30°06'31" EAST, 109.70 FEET; THENCE NORTH 25°47'00" WEST, 77.79 FEET; THENCE NORTH 43°11'45" WEST, 73.17 FEET; THENCE NORTH 33°24'53" WEST, 61.80 FEET; THENCE SOUTH 63°59'48" WEST, 42.75 FEET; THENCE SOUTH 30°12'26" WEST, 120.09 FEET; THENCE NORTH 08°55'59" EAST, 117.90 FEET; THENCE NORTH 48°16'17" EAST, 65.29 FEET; THENCE NORTH 00°02'08" EAST, 64.23 FEET; THENCE NORTH 65°03'31" WEST, 17.27 FEET; THENCE NORTH 20°27'27" EAST, 32.44 FEET; THENCE NORTH 10°54'24" WEST, 84.04 FEET; THENCE NORTH 25°08'35" EAST, 68.17 FEET; THENCE NORTH 81°26'01" EAST, 47.88 FEET; THENCE NORTH 80°01'37" EAST, 54.09 FEET; THENCE NORTH 33°23'12" EAST, 76.24 FEET; THENCE NORTH 04°14'50" EAST, 42.06 FEET; THENCE NORTH 48°53'06" EAST, 31.73 FEET; THENCE NORTH 06°43'43" WEST, 103.24 FEET; THENCE NORTH 06°55'43" EAST, 32.37 FEET; THENCE NORTH 38°10'34" EAST, 19.57 FEET; THENCE NORTH 49°19'11" EAST, 46.10 FEET; THENCE NORTH 05°42'31" EAST, 26.11 FEET; THENCE NORTH 89°15'37" EAST, 31.50 FEET; THENCE SOUTH 57°38'59" EAST, 14.81 FEET; THENCE SOUTH 17°17'06" WEST, 23.72 FEET; THENCE SOUTH 03°48'17" EAST, 28.37 FEET; THENCE NORTH 81°43'44" EAST, 32.56 FEET; THENCE SOUTH 31°11'33" EAST, 34.32 FEET; THENCE NORTH 48°39'39" EAST, 46.15 FEET; THENCE NORTH 33°17'33" EAST, 45.69 FEET; THENCE NORTH 37°09'30" EAST, 50.45 FEET; THENCE NORTH 23°52'30" WEST, 38.40 FEET; THENCE NORTH 01°40'20" EAST, 26.01 FEET; THENCE NORTH 78°42'40" WEST, 33.25 FEET; THENCE NORTH 53°54'03" WEST, 37.47 FEET; THENCE NORTH 32°02'07" WEST, 39.73 FEET; THENCE NORTH 44°32'44" WEST, 44.35 FEET; THENCE NORTH 23°21'44" WEST, 27.04 FEET; THENCE NORTH 30°39'50" WEST, 32.09 FEET; THENCE NORTH 64°23'43" WEST, 44.54 FEET; THENCE NORTH 40°28'53" WEST, 48.95 FEET; THENCE NORTH 47°04'56" WEST, 61.93 FEET; THENCE NORTH 37°49'02" WEST, 44.82 FEET; THENCE SOUTH 66°43'38" EAST, 18.71 FEET; THENCE NORTH 04°19'50" EAST, 57.51 FEET; THENCE NORTH 53°32'35" EAST, 38.44 FEET; THENCE SOUTH 52°42'52" EAST, 32.67 FEET; THENCE NORTH 52°02'41" EAST, 76.75 FEET; THENCE NORTH 82°56'46" EAST, 22.61 FEET; THENCE SOUTH 19°49'35" EAST, 24.72 FEET; THENCE SOUTH 84°30'37" EAST, 69.60 FEET; THENCE NORTH 57°02'24" EAST, 75.38 FEET; THENCE NORTH 67°48'15" EAST, 55.99 FEET; THENCE NORTH 77°05'19" EAST, 51.05 FEET; THENCE NORTH 88°08'18" EAST, 42.66 FEET; THENCE NORTH 29°13'20" EAST, 48.70 FEET; THENCE NORTH 54°39'43" EAST, 36.16 FEET; THENCE NORTH 22°26'27" WEST, 33.46 FEET; THENCE NORTH 01°21'49" WEST, 42.85 FEET; THENCE NORTH 01°01'57" WEST, 42.78 FEET; THENCE NORTH 31°15'19" EAST, 50.58 FEET; THENCE NORTH 26°51'13" WEST, 38.62 FEET; THENCE NORTH 07°27'03" WEST, 49.83 FEET; THENCE NORTH 26°20'03" WEST, 55.55 FEET; THENCE NORTH 69°00'26" WEST, 40.52 FEET; THENCE NORTH 35°58'03" WEST, 39.21 FEET; THENCE NORTH 57°15'59" WEST,

SHEET 8 OF 9

UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

DRAFTER: JLS
JOB No. 2006-393

UNLESS OTHERWISE SHOWN AND STATED HEREON, THIS MAP OR VEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS, CHAPTER 81G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT SECTION 472.022, FLORIDA STATUTES, AND DOES NOT NECESSARILY MEET ANY OTHER NATIONAL OR REGIONAL STANDARDS.

Clary & Associates, Inc.

PROFESSIONAL LAND SURVEYORS

3830 CROWN POINT ROAD, SUITE "A"
JACKSONVILLE, FLORIDA 32257
(904) 268-2703 LB NO. 3731



DATE MARCH 2006

SCALE N/A

CHECKED BY: JLS

B. L. Pittman

B. L. PITTMAN, P.L.S. CERT. NO. 4827

MAP SHOWING

53.43 FEET; THENCE NORTH 61°24'28" WEST, 38.73 FEET; THENCE NORTH 77°15'09" WEST, 76.00 FEET; THENCE NORTH 26°08'20" WEST, 75.11 FEET; THENCE NORTH 87°15'53" WEST, 59.96 FEET; THENCE SOUTH 41°57'59" WEST, 18.44 FEET; THENCE SOUTH 86°44'42" WEST, 32.02 FEET; THENCE SOUTH 45°56'41" WEST, 37.28 FEET; THENCE SOUTH 66°10'34" WEST, 62.80 FEET; THENCE NORTH 32°04'44" WEST, 44.68 FEET; THENCE NORTH 04°00'41" EAST, 44.68 FEET; THENCE NORTH 14°01'24" EAST, 40.56 FEET; THENCE NORTH 36°09'27" EAST, 56.17 FEET; THENCE NORTH 00°14'29" WEST, 28.71 FEET; THENCE NORTH 44°06'34" EAST, 42.14 FEET; THENCE NORTH 50°53'28" EAST, 49.13 FEET; THENCE NORTH 11°11'00" EAST, 59.33 FEET; THENCE NORTH 10°04'34" EAST, 57.97 FEET; THENCE NORTH 17°17'25" EAST, 60.56 FEET; THENCE NORTH 14°10'06" WEST, 14.73 FEET; THENCE NORTH 25°32'41" WEST, 89.67 FEET; THENCE NORTH 05°52'58" WEST, 64.29 FEET; THENCE NORTH 26°13'54" EAST, 42.83 FEET; THENCE NORTH 77°13'35" EAST, 13.37 FEET; THENCE NORTH 02°48'04" EAST, 43.64 FEET; THENCE NORTH 60°51'46" WEST, 42.10 FEET; THENCE NORTH 81°06'25" EAST, 33.89 FEET; THENCE NORTH 09°26'28" EAST, 33.86 FEET; THENCE NORTH 01°23'11" EAST, 31.02 FEET; THENCE NORTH 12°25'06" EAST, 22.98 FEET; THENCE NORTH 53°09'42" WEST, 18.57 FEET; THENCE NORTH 79°12'01" WEST, 36.96 FEET; THENCE NORTH 56°05'25" WEST, 13.58 FEET; THENCE SOUTH 79°34'56" EAST, 39.82 FEET; THENCE SOUTH 72°56'52" EAST, 21.63 FEET; THENCE NORTH 42°29'04" EAST, 19.28 FEET; THENCE NORTH 05°15'21" WEST, 45.31 FEET; THENCE NORTH 18°15'22" EAST, 37.61 FEET; THENCE NORTH 42°38'41" EAST, 35.70 FEET; THENCE NORTH 37°57'57" WEST, 25.86 FEET; THENCE NORTH 50°45'53" EAST, 26.47 FEET; THENCE NORTH 06°31'46" EAST, 28.93 FEET; THENCE NORTH 18°14'24" EAST, 53.33 FEET; THENCE NORTH 00°08'58" EAST, 53.61 FEET; THENCE NORTH 20°40'12" WEST, 30.25 FEET; THENCE NORTH 10°30'39" WEST, 49.59 FEET; THENCE NORTH 07°10'53" EAST, 47.19 FEET; THENCE NORTH 24°36'46" EAST, 43.76 FEET; THENCE NORTH 07°52'53" EAST, 25.45 FEET; THENCE NORTH 11°22'13" WEST, 58.16 FEET; THENCE NORTH 12°39'35" WEST, 32.48 FEET; THENCE NORTH 52°18'40" EAST, 34.80 FEET; THENCE NORTH 00°27'16" WEST, 3.26 FEET, TO THE POINT OF BEGINNING.

CONTAINING 63.28 ACRES MORE OR LESS.

CONTAINING A NET AREA OF 71.58 ACRES MORE OR LESS.

SHEET 9 OF 9

UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

DRAFTER: JLS
JOB No. 2006-393

UNLESS OTHERWISE SHOWN AND STATED HEREON, THIS MAP OR SKETCH MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS, CHAPTER 81G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, AND DOES NOT NECESSARILY MEET ANY OTHER NATIONAL OR REGIONAL STANDARDS.

Clary & Associates, Inc.

PROFESSIONAL LAND SURVEYORS

3830 CROWN POINT ROAD SUITE "A"
JACKSONVILLE, FLORIDA 32257
(904) 260-2703 LB NO. 3731



DATE MARCH 2006

SCALE N/A

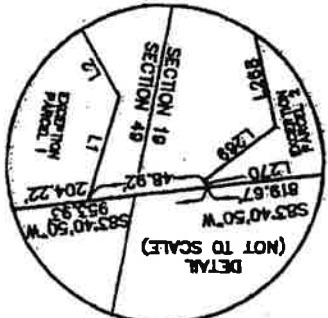
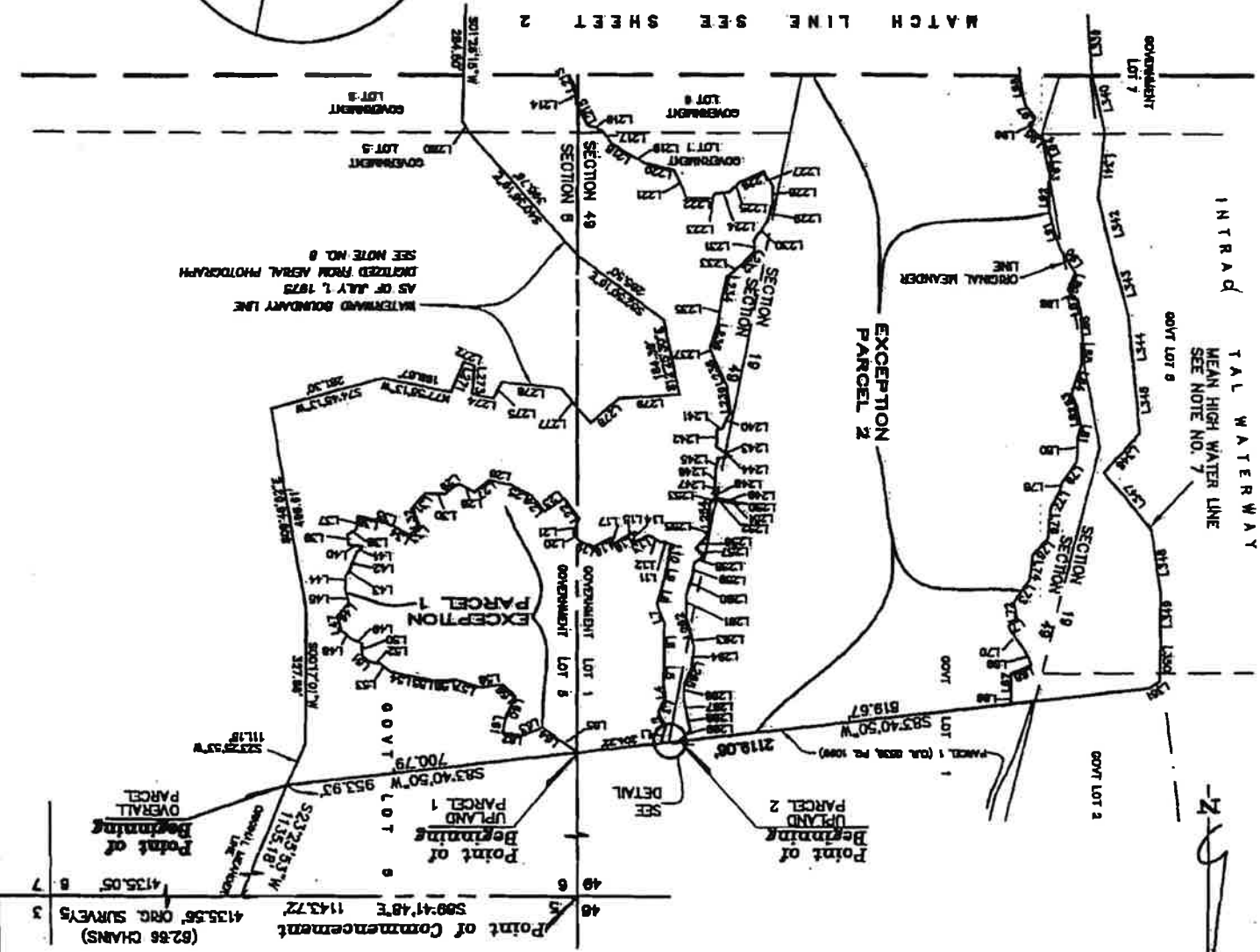
CHECKED BY: JES

B. L. Pittman

B. L. PITTMAN, P.L.S. CERT. NO. 4827

MAP SHOWING

Exhibit A-2:
Legal Description and Property Survey of 42.11±
acre Wetlands Portion of 113-acre Property



AREA TABLE

OVERALL PARCEL	= 113.69 ACRES±
EXCEPTION PARCEL 1	= 8.30 ACRES±
EXCEPTION PARCEL 2	= 63.28 ACRES±
NET ACREAGE	= 42.11 ACRES±

SHEET 1 OF 12

UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAN OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

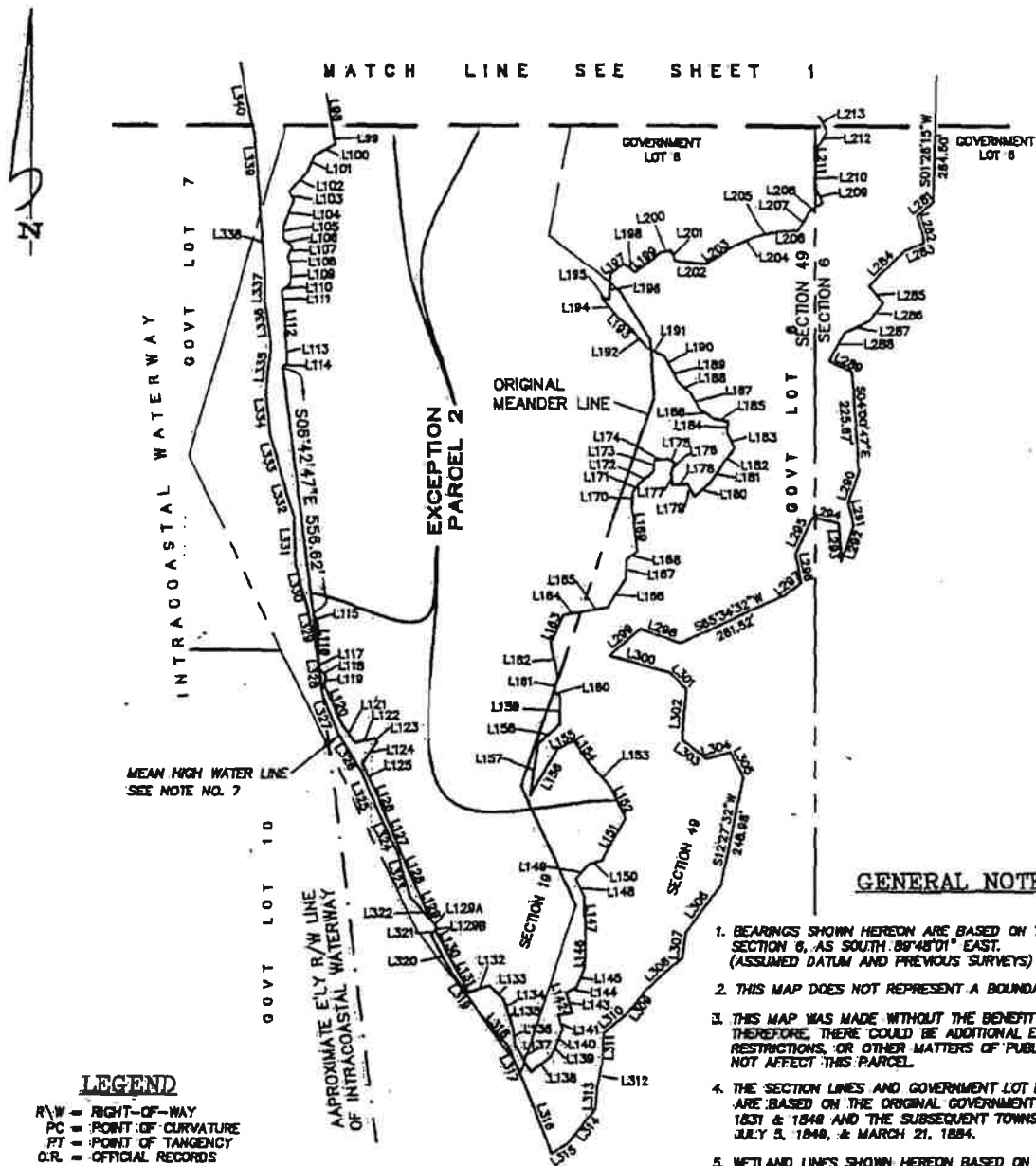
DRAFTER: JLS
JOB NO. 2008-394

Clary & Associates, Inc.
PROFESSIONAL LAND SURVEYORS
3830 CROWN POINT ROAD, SUITE "A"
JACKSONVILLE, FLORIDA 32257
TEL: 904-260-2703
FAX: 904-260-3734

DATE: MARCH 2008
SCALE: N/A
CHECKED BY: W2

THIS MAP OR SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS. IT DOES NOT CONSTITUTE A GUARANTEE OF ACCURACY OR A WARRANTY OF ANY KIND. NECESSARY TO MEET ANY OTHER NATIONAL OR REGIONAL STANDARDS.

MAP SHOWING



GENERAL NOTES

1. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF SECTION 6, AS SOUTH 89°48'01" EAST. (ASSUMED DATUM AND PREVIOUS SURVEYS)
2. THIS MAP DOES NOT REPRESENT A BOUNDARY SURVEY.
3. THIS MAP WAS MADE WITHOUT THE BENEFIT OF AN ABSTRACT TITLE. THEREFORE, THERE COULD BE ADDITIONAL EASEMENTS, COVENANTS AND RESTRICTIONS, OR OTHER MATTERS OF PUBLIC RECORD THAT MAY OR MAY NOT AFFECT THIS PARCEL.
4. THE SECTION LINES AND GOVERNMENT LOT LINES AS SHOWN HEREON ARE BASED ON THE ORIGINAL GOVERNMENT SURVEYS PERFORMED IN 1831 & 1848 AND THE SUBSEQUENT TOWNSHIP PLATS DATED JAN. 1834, JULY 5, 1848, & MARCH 21, 1884.
5. WETLAND LINES SHOWN HEREON BASED ON MAP BY CLARY & ASSOCIATES FILE NO. T2N-57C, DATED: JUNE 1, 1999.
6. X- REF: CLARY & ASSOC.: FILE NO. R1-90, R3-58, T2N-35, T2N-57&57B SURVEY BY SUNSHINE STATE SURVEYORS, INC.: FILE NO. 87E-2218.
7. MEAN HIGH WATER LINE AS ESTABLISHED BY CLARY & ASSOC. MAP FILE NO. T2N-35, DATED AUGUST 12, 1988.
8. WATERWARD BOUNDARY LINE SHOWN WAS DIGITIZED FROM AERIAL PHOTOGRAPH NEGATIVE NO. A20 12089 174-12, AERIAL NO. B/10, TAKEN JANUARY 22, 1974, AS PROVIDED BY THE NASSAU COUNTY PROPERTY APPRAISER'S OFFICE. (SEE CLARY & ASSOC., INC. MAP FILE NO. T2N-57)

LEGEND

- R/W = RIGHT-OF-WAY
 PC = POINT OF CURVATURE
 PT = POINT OF TANGENCY
 O.R. = OFFICIAL RECORDS
 PB = PLAT BOOK
 PG(S) = PAGE(S)
 L = ARC LENGTH
 T = TANGENT
 R = RADIUS
 CH = CHORD
 Δ = DELTA
 PRC = POINT OF REVERSE CURVE
 POC = POINT OF COMPOUND CURVE
 CL = CENTERLINE
 MHWL = MEAN HIGH WATER LINE
 GOVT = GOVERNMENT

SHEET 2 OF 12

UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT, OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

DRAFTER: JLS
 JOB NO. 2006-394

SS OTHERWISE SHOWN AND STATED HEREON, THIS MAP OR MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS, CHAPTER 81C-17, F.S., FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.022, FLORIDA STATUTES, AND DOES NOT NECESSARILY MEET ANY OTHER NATIONAL OR REGIONAL STANDARDS.

Clary & Associates, Inc.

PROFESSIONAL LAND SURVEYORS

3830 CROWN POINT ROAD SUITE "A"
 JACKSONVILLE, FLORIDA 32257
 (904) 260-2703 CB NO. 3731



DATE: MARCH 2006

SCALE: N/A

CHECKED BY: JBS

B. L. PITTMAN, P.L.S. CERT. NO. 4827

MAP SHOWING

LINE TABLE		
LINE	LENGTH	BEARING
L1	44.14	S17°13'24"W
L2	37.77	S30°09'07"E
L3	42.47	S25°59'31"W
L4	29.10	S10°33'26"E
L5	60.58	S02°10'19"W
L6	88.91	S00°07'55"W
L7	50.91	S21°10'52"E
L8	48.34	S16°12'58"W
L9	61.63	S13°55'55"W
L10	43.84	S09°55'59"W
L11	27.58	S79°54'16"E
L12	34.19	S59°55'25"E
L13	42.94	N62°26'44"E
L14	28.26	S10°52'46"W
L15	19.06	N62°20'22"E
L16	44.72	N59°10'11"E
L17	17.90	S05°04'47"E
L18	48.73	N63°00'16"E
L19	39.47	S68°48'49"E
L20	22.47	S37°38'19"E
L21	39.82	S18°51'34"W
L22	59.57	S34°28'21"E
L23	57.23	N53°11'47"E
L24	53.19	S38°33'29"E
L25	55.78	S62°31'19"E
L26	50.31	S78°27'53"E
L27	45.42	N50°34'12"E
L28	43.00	S60°43'47"E
L29	40.26	N52°43'36"E
L30	46.12	S88°12'09"E
L31	47.01	N41°45'57"E
L32	47.55	N22°14'57"W
L33	35.18	N48°11'37"E
L34	37.86	S58°00'14"E
L35	58.66	S71°01'02"E
L36	35.37	S75°24'17"E
L37	32.83	N09°03'14"E
L38	26.25	N55°00'50"E
L39	24.07	N05°17'04"W
L40	34.03	N84°01'41"W
L41	20.98	N41°40'31"E
L42	43.49	N21°56'48"E
L43	18.80	N34°35'47"E
L44	36.76	N02°39'18"E
L45	32.65	N15°59'06"W
L46	41.05	N42°40'30"E
L47	38.45	N13°41'45"W
L48	32.82	N50°05'20"W
L49	27.61	N68°00'28"W
L50	27.97	N00°00'58"E
L51	22.20	N45°23'07"W
L52	27.87	N78°50'48"W
L53	29.06	N50°10'20"W
L54	58.58	N76°09'34"W
L55	50.47	N79°18'25"W

LINE TABLE		
LINE	LENGTH	BEARING
L56	51.11	S88°00'31"W
L57	56.09	N70°12'28"W
L58	60.06	S83°36'37"W
L59	42.23	N44°46'36"W
L60	55.12	N24°21'39"E
L61	37.96	N13°31'32"E
L62	48.79	N80°53'00"W
L63	53.12	S67°02'56"W
L64	50.17	N51°42'00"W
L65	52.60	N54°14'14"W
L66	32.17	S06°12'26"W
L67	43.20	S00°45'14"E
L68	54.91	S66°37'45"W
L69	40.09	S26°47'01"E
L70	70.54	S34°28'50"E
L71	29.88	S52°43'47"W
L72	40.56	S12°55'52"E
L73	68.33	S34°50'09"W
L74	62.01	S08°08'27"W
L75	56.88	S43°06'29"W
L76	70.57	S03°57'04"W
L77	62.08	S27°42'55"W
L78	10.29	S01°54'42"W
L79	65.56	S35°38'03"W
L80	55.57	S02°24'09"W
L81	29.08	S13°21'41"W
L82	55.93	S10°29'18"E
L83	27.52	S28°09'20"E
L84	73.83	S18°32'11"W
L85	62.12	S03°32'52"W
L86	72.81	S04°20'27"E
L87	26.54	S11°08'22"E
L88	34.76	S47°11'08"E
L89	47.69	S24°56'05"W
L90	68.56	S34°09'22"E
L91	93.20	S18°01'29"E
L92	73.45	S00°03'09"E
L93	60.56	S04°37'31"W
L94	48.84	S23°02'28"E
L95	42.47	S48°56'00"E
L96	28.89	S21°51'26"W
L97	40.05	S40°48'31"E
L98	91.45	S10°05'51"E
L99	23.93	S08°51'12"E
L100	54.23	S62°16'58"W
L101	41.94	S23°47'57"W
L102	58.55	S41°57'38"W
L103	21.18	S27°01'24"E
L104	67.06	S20°20'26"W
L105	21.85	S04°45'57"W
L106	29.16	S48°57'05"E
L107	24.78	S24°59'34"W
L108	31.20	S13°59'27"E
L109	32.27	S04°52'56"W
L110	24.90	S52°11'21"W

LINE TABLE		
LINE	LENGTH	BEARING
L111	28.13	S11°13'35"E
L112	91.10	S03°30'40"E
L113	42.34	S01°09'27"E
L114	12.61	S43°09'18"W
L115	27.79	S24°36'25"E
L116	81.14	S00°40'18"E
L117	19.16	S06°42'47"E
L118	22.54	S41°17'53"E
L119	21.03	S07°58'59"W
L120	97.13	S23°22'17"E
L121	48.41	S37°29'36"E
L122	46.50	N79°08'54"E
L123	8.48	S47°05'32"E
L124	62.12	S34°52'47"W
L125	60.43	S26°54'22"E
L126	63.98	S22°29'46"E
L127	103.70	S22°26'49"E
L128	78.39	S23°04'12"E
L129	83.24	S23°27'18"E
L129A	17.24	S39°20'31"E
L129B	4.81	S39°19'23"W
L130	78.19	S26°13'06"E
L131	81.06	S26°52'25"E
L132	50.77	N71°21'42"E
L133	45.47	S45°49'21"E
L134	30.97	S13°37'41"E
L135	39.22	S19°47'51"E
L136	34.98	S05°18'19"E
L137	73.60	S31°21'20"E
L138	55.84	N51°36'38"E
L139	39.09	N24°08'26"E
L140	29.05	N25°02'30"E
L141	33.16	N20°01'35"W
L142	32.32	N81°17'35"E
L143	47.79	N13°57'54"W
L144	25.79	N59°56'59"E
L145	49.94	N23°56'51"E
L146	59.13	N01°25'58"E
L147	96.48	N01°52'28"W
L148	47.07	N24°22'15"W
L149	44.74	N42°45'18"E
L150	30.01	N73°55'52"E
L151	109.70	N30°06'31"E
L152	77.79	N25°47'00"W
L153	73.17	N43°11'45"W
L154	61.80	N33°24'53"W
L155	42.75	S63°59'48"W
L156	120.09	S30°12'26"W
L157	117.90	N08°55'59"E
L158	65.29	N48°16'17"E
L159	64.23	N00°02'08"E
L160	17.27	N65°03'31"W
L161	32.44	N20°27'27"E
L162	84.04	N10°54'24"W
L163	68.17	N25°08'35"E

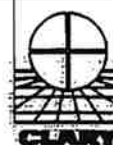
SHEET 3 OF 12

UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

DRAFTER: JLS
JOB NO. 2006-394

UNLESS OTHERWISE SHOWN AND STATED HEREON, THIS MAP OR MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS, PARSIPpany, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 322.027, FLORIDA STATUTES, AND DOES NOT NECESSARILY MEET ANY OTHER NATIONAL OR REGIONAL STANDARDS.

Clary & Associates, Inc.
PROFESSIONAL LAND SURVEYORS
3830 CROWN POINT ROAD SUITE "A"
JACKSONVILLE, FLORIDA 32257
(904) 260-2705 LB NO. 3731



DATE: MARCH 2006

SCALE: N/A

CHECKED BY: *[Signature]*

[Signature]
B. L. PITTMAN, P.L.S. CERT. NO. 4827

MAP SHOWING

LINE TABLE		
LINE	LENGTH	BEARING
L164	47.88	N81°26'01"E
L165	54.09	N80°01'37"E
L166	76.24	N33°23'12"E
L167	42.06	N04°14'50"E
L168	31.73	N48°35'06"E
L169	103.24	N06°43'43"W
L170	32.37	N06°55'43"E
L171	19.57	N38°10'34"E
L172	46.10	N49°19'11"E
L173	26.11	N05°42'31"E
L174	31.50	N89°15'37"E
L175	14.81	S57°38'59"E
L176	23.72	S17°19'06"W
L177	28.37	S03°48'17"E
L178	32.56	N81°43'44"E
L179	34.32	S31°11'33"E
L180	46.15	N48°39'39"E
L181	45.69	N33°17'33"E
L182	50.45	N37°09'30"E
L183	38.40	N23°52'30"W
L184	26.01	N01°40'20"E
L185	33.25	N78°42'40"W
L186	37.47	N53°54'03"W
L187	39.73	N32°02'07"W
L188	44.35	N44°32'44"W
L189	27.04	N23°21'44"W
L190	32.09	N30°39'50"W
L191	44.54	N64°23'43"W
L192	48.95	N40°28'53"W
L193	61.93	N47°04'56"W
L194	44.82	N37°09'02"W
L195	18.71	S66°43'38"E
L196	57.51	N04°19'50"E
L197	38.44	N53°32'35"E
L198	32.67	S52°42'52"E
L199	76.75	N52°02'41"E
L200	22.61	N82°56'46"E
L201	24.72	S19°49'35"E
L202	69.60	S84°30'37"E
L203	75.38	N57°02'24"E
L204	55.99	N67°48'15"E
L205	51.05	N77°05'19"E
L206	42.66	N88°08'18"E
L207	48.70	N29°13'20"E
L208	36.16	N54°39'43"E
L209	33.46	N22°26'27"W
L210	42.85	N01°21'49"W
L211	42.78	N01°01'57"W
L212	50.58	N31°15'19"E
L213	38.62	N26°51'13"W
L214	49.83	N07°27'03"W
L215	55.55	N26°20'03"W
L216	40.52	N69°00'26"W
L217	39.21	N35°58'03"W
L218	53.43	N57°15'59"W

LINE TABLE		
LINE	LENGTH	BEARING
L219	38.73	N61°24'28"W
L220	76.00	N77°15'09"W
L221	75.11	N26°08'20"W
L222	59.96	N87°15'53"W
L223	18.44	S41°57'59"W
L224	32.02	S86°44'42"W
L225	37.28	S45°56'41"W
L226	62.80	S66°10'34"W
L227	44.68	N32°04'44"W
L228	44.68	N04°00'41"E
L229	40.56	N14°01'24"E
L230	56.17	N36°09'27"E
L231	28.71	N00°14'29"W
L232	42.14	N44°06'34"E
L233	49.13	N50°53'28"E
L234	59.33	N11°11'00"E
L235	57.97	N10°04'34"E
L236	60.56	N17°17'25"E
L237	14.73	N14°10'06"W
L238	89.67	N25°32'41"W
L239	64.29	N05°52'58"W
L240	42.83	N26°13'54"E
L241	13.37	N77°13'35"E
L242	43.64	N02°48'04"E
L243	42.10	N60°51'46"W
L244	33.89	N81°06'25"E
L245	33.86	N09°26'28"E
L246	31.02	N01°23'11"E
L247	22.98	N12°25'06"E
L248	18.57	N53°09'42"W
L249	36.96	N79°12'01"W
L250	13.58	N56°05'25"W
L251	39.82	S79°34'56"E
L252	21.63	S72°56'52"E
L253	19.28	N42°29'04"E
L254	45.31	N05°15'21"W
L255	37.61	N18°15'22"E
L256	35.70	N42°38'41"E
L257	25.86	N37°57'57"W
L258	26.47	N50°45'53"E
L259	28.93	N06°31'46"E
L260	53.33	N18°14'24"E
L261	53.61	N00°08'58"E
L262	30.25	N20°40'12"W
L263	49.59	N10°30'39"W
L264	47.19	N07°10'53"E
L265	43.76	N24°36'46"E
L266	25.45	N07°52'53"E
L267	58.16	N11°22'13"W
L268	32.48	N12°39'35"W
L269	34.80	N52°18'40"E
L270	3.26	N00°27'16"W
L271	80.78	S21°54'18"W
L272	26.93	N68°05'42"W
L273	70.18	N04°11'22"E

LINE TABLE		
LINE	LENGTH	BEARING
L274	50.99	N78°35'11"W
L275	44.72	S26°40'08"W
L276	140.80	N83°46'51"W
L277	110.11	N39°22'07"W
L278	92.20	S49°30'09"W
L279	150.33	S86°17'23"W
L280	30.83	S28°09'09"E
L281	46.38	S50°44'00"W
L282	63.24	S14°41'47"E
L283	49.57	S68°36'34"W
L284	109.78	S44°18'07"W
L285	49.14	S39°46'33"E
L286	53.44	S38°11'28"W
L287	59.41	S64°57'23"W
L288	73.29	S29°37'55"W
L289	57.34	S64°06'22"E
L290	75.00	S19°21'25"W
L291	53.04	S12°55'02"E
L292	85.26	S19°21'25"W
L293	87.20	N02°51'29"W
L294	62.01	N78°28'06"W
L295	88.59	S25°27'02"W
L296	67.54	S09°53'47"E
L297	44.72	S51°12'50"W
L298	94.43	N69°24'50"W
L299	94.17	S49°26'23"W
L300	141.93	S74°27'56"E
L301	52.74	S44°09'52"E
L302	113.69	S04°55'55"W
L303	69.62	S52°17'39"E
L304	56.74	N75°39'06"E
L305	64.20	S27°58'22"E
L306	134.63	S36°29'03"W
L307	57.66	S08°52'37"W
L308	114.05	S48°19'57"W
L309	59.38	S37°00'40"W
L310	73.70	S51°15'51"W
L311	63.56	S01°38'19"W
L312	54.31	S13°22'22"W
L313	54.62	S05°31'05"W
L314	99.52	S38°41'06"W
L315	43.99	S57°51'29"W
L316	165.67	N20°47'36"W
L317	100.27	N24°41'45"W
L318	102.29	N41°03'43"W
L319	100.28	N33°13'02"W
L320	100.02	N27°40'04"W
L321	20.24	N39°19'23"E
L322	94.05	N39°20'31"W
L323	100.65	N15°50'14"W
L324	100.00	N25°25'34"W
L325	100.10	N22°16'35"W
L326	100.82	N32°08'50"W
L327	95.72	N21°56'56"W
L328	100.32	N07°29'29"W

SHEET 4 OF 12

UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

DRAFTER: JLS
JOB No. 2006-394

IF OTHERWISE SHOWN AND STATED HEREON, THIS MAP OR
IT MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH
BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS,
CHAPTER 61G02-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT
SECTION 472.027, FLORIDA STATUTES, AND DOES NOT
NECESSARILY MEET ANY OTHER NATIONAL OR REGIONAL STANDARDS.

Clary & Associates, Inc.
PROFESSIONAL LAND SURVEYORS

3830 CROWN POINT ROAD, SUITE "A"
JACKSONVILLE, FLORIDA 32257
(904) 260-2703 LB NO. 3731



DATE: MARCH 2006

SCALE: N/A

CHECKED BY: JLS

B. L. PITTMAN, P.L.S. CERT. NO. 4827

MAP SHOWING

LINE TABLE		
LINE	LENGTH	BEARING
L329	100.00	N12°14'13"V
L330	100.08	N14°21'21"V
L331	101.73	N01°28'24"V
L332	100.22	N15°53'54"V
L333	94.90	N16°17'26"V
L334	100.32	N05°49'42"V
L335	101.12	N07°16'35"E
L336	110.67	N07°58'55"V
L337	37.66	N02°44'01"E
L338	199.79	N03°59'52"V
L339	131.15	N04°46'48"V
L340	160.18	N12°03'00"V
L341	160.02	N05°08'07"E
L342	141.70	N13°19'18"V
L343	154.82	N14°11'57"V
L344	143.95	N05°24'24"V
L345	144.68	N05°28'57"V
L346	128.72	N42°00'35"E
L347	184.51	N39°33'24"V
L348	155.35	N08°19'55"V
L349	103.87	N00°16'26"V
L350	114.51	N02°23'15"E
L351	30.64	N60°01'48"E

SHEET 5 OF 12

UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

DRAWN BY: JS
JOB NO. 2006-394

Clary & Associates, Inc.
PROFESSIONAL LAND SURVEYORS

JACKSONVILLE, FLORIDA 32257
(904) 250-2703
LIB NO. 3731



IF OTHERWISE SHOWN AND STATED HEREON, THIS MAP OR PLAT MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS. IT DOES NOT VIOLATE ANY FLORIDA STATUTES, AND DOES NOT VIOLATE ANY OTHER NATIONAL OR REGIONAL STANDARDS.

DATE: MARCH 2006

SCALE: N/A

CHECKED BY: [Signature]

B. L. PITTMAN, P.L.S. CERT. NO. 4827

MAP SHOWING

OVERALL PARCEL

A PORTION OF SECTION 19, "CRANEY ISLAND," AND A PORTION OF SECTIONS 6 AND 49, ALL IN TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 6; THENCE SOUTH 89°41'48"EAST, ALONG THE NORTHERLY LINE OF SAID SECTION 6, A DISTANCE OF 1143.72 FEET TO ITS INTERSECTION WITH THE ORIGINAL GOVERNMENT MEANDER LINE; THENCE SOUTHWESTERLY AND SOUTHEASTERLY ALONG LAST SAID LINE, RUN THE FOLLOWING FOUR (4) COURSES AND DISTANCES: COURSE NO. 1: SOUTH 23°25'53" WEST, 1135.18 FEET, TO THE EASTERLY PROLONGATION OF THE SOUTHERLY BOUNDARY OF THOSE LANDS DESIGNATED AS PARCEL 1, AND DESCRIBED AND RECORDED IN OFFICIAL RECORDS 0539, PAGE 1099, OF THE PUBLIC RECORDS OF SAID COUNTY, AND THE POINT OF BEGINNING; COURSE NO. 2: CONTINUE SOUTH 23°25'53" WEST, 111.15 FEET; COURSE NO. 3: SOUTH 00°17'01" WEST, 327.86 FEET; COURSE NO. 4: SOUTH 09°46'52" EAST, 496.61 FEET TO THE WATERWARD BOUNDARY LINE (AS OF JULY 1, 1975), AS DIGITIZED AND SHOWN ON CLARY & ASSOCIATES, INC. MAP FILE NO. T2N-57, DATED MARCH 16, 1998; THENCE SOUTHWESTERLY, NORTHWESTERLY, SOUTHEASTERLY, NORTHEASTERLY ALONG THE BOUNDARY OF SAID LINE, RUN THE FOLLOWING FIFTY-SIX (56) COURSES AND DISTANCES: COURSE NO. 1: SOUTH 74°45'13" WEST, 281.30 FEET; COURSE NO. 2: NORTH 77°55'13" WEST, 168.67 FEET; COURSE NO. 3: SOUTH 21°54'18" WEST, 80.78 FEET; COURSE NO. 4: NORTH 68°05'42" WEST, 26.93 FEET; COURSE NO. 5: NORTH 04°11'22" EAST, 70.18 FEET; COURSE NO. 6: NORTH 78°35'11" WEST, 50.99 FEET; COURSE NO. 7: SOUTH 26°40'08" WEST, 44.72 FEET; COURSE NO. 8: NORTH 83°46'51" WEST, 140.80 FEET; COURSE NO. 9: NORTH 39°22'07" WEST, 110.11 FEET; COURSE NO. 10: SOUTH 49°30'09" WEST, 92.20 FEET; COURSE NO. 11: SOUTH 86°17'23" WEST, 150.33 FEET; COURSE NO. 12: SOUTH 12°25'30" EAST, 184.39 FEET; COURSE NO. 13: SOUTH 52°50'16" EAST, 265.50 FEET; COURSE NO. 14: SOUTH 40°36'19" EAST, 395.76 FEET; COURSE NO. 15: SOUTH 28°09'09" EAST, 30.83 FEET; COURSE NO. 16: SOUTH 01°26'15" WEST, 284.50 FEET; COURSE NO. 17: SOUTH 50°44'00" WEST, 46.38 FEET; COURSE NO. 18: SOUTH 14°41'47" EAST, 63.24 FEET; COURSE NO. 19: SOUTH 68°36'34" WEST, 49.57 FEET; COURSE NO. 20: SOUTH 44°18'07" WEST, 109.78 FEET; COURSE NO. 21: SOUTH 39°46'33" EAST, 49.14 FEET; COURSE NO. 22: SOUTH 38°11'28" WEST, 53.44 FEET; COURSE NO. 23: SOUTH 64°57'53" WEST, 59.41 FEET; COURSE NO. 24: SOUTH 29°37'55" WEST, 73.29 FEET; COURSE NO. 25: SOUTH 64°06'22" EAST, 57.34 FEET; COURSE NO. 26: SOUTH 04°00'47" EAST, 225.67 FEET; COURSE NO. 27: SOUTH 19°21'25" WEST, 75.00 FEET; COURSE NO. 28: SOUTH 12°55'02" EAST, 53.04 FEET; COURSE NO. 29: SOUTH 19°21'25" WEST, 85.26 FEET; COURSE NO. 30: NORTH 02°51'29" WEST, 87.20 FEET; COURSE NO. 31: NORTH 78°28'06" WEST, 62.01 FEET; COURSE NO. 32: SOUTH 25°27'02" WEST, 88.59 FEET; COURSE NO. 33: SOUTH 09°53'47" EAST, 67.54 FEET; COURSE NO. 34: SOUTH 51°12'50" WEST, 44.72 FEET; COURSE NO. 35: SOUTH 65°34'32" WEST, 261.52 FEET;

SHEET 6 OF 12

UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

DRAFTER: JLS
JOB No. 2006-394

UNLESS OTHERWISE SHOWN AND STATED HEREON, THIS MAP OR VEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS, CHAPTER 61G12-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 402.002, FLORIDA STATUTES, AND DOES NOT NECESSARILY MEET ANY OTHER NATIONAL OR REGIONAL STANDARDS.

Clary & Associates, Inc.

PROFESSIONAL LAND SURVEYORS

3830 CROWN POINT ROAD SUITE "A"
JACKSONVILLE, FLORIDA 32257
(904) 260-2703 LB NO. 3731



DATE MARCH 2006

SCALE N/A

CHECKED BY: *JLS*

B. L. Pittman
B. L. PITTMAN, P.L.S. CERT. NO. 4827

MAP SHOWING

COURSE NO. 36: NORTH 69°24'50" WEST, 94.43 FEET; COURSE NO. 37: SOUTH 49°26'23" WEST, 94.17 FEET; COURSE NO. 38: SOUTH 74°27'56" EAST, 141.93 FEET; COURSE NO. 39: SOUTH 44°09'52" EAST, 52.74 FEET; COURSE NO. 40: SOUTH 04°55'55" WEST, 113.69 FEET; COURSE NO. 41: SOUTH 52°17'39" EAST, 69.62 FEET; COURSE NO. 42: NORTH 75°39'06" EAST, 56.74 FEET; COURSE NO. 43: SOUTH 27°58'22" EAST, 64.20 FEET; COURSE NO. 44: SOUTH 12°27'32" WEST, 248.98 FEET; COURSE NO. 45: SOUTH 36°29'03" WEST, 134.63 FEET; COURSE NO. 46: SOUTH 08°52'37" WEST, 57.66 FEET; COURSE NO. 47: SOUTH 48°19'57" WEST, 114.05 FEET; COURSE NO. 48: SOUTH 37°00'40" WEST, 59.38 FEET; COURSE NO. 49: SOUTH 51°15'51" WEST, 73.70 FEET; COURSE NO. 50: SOUTH 01°38'19" WEST, 63.56 FEET; COURSE NO. 51: SOUTH 13°22'22" WEST, 54.31 FEET; COURSE NO. 52: SOUTH 05°31'05" WEST, 54.62 FEET; COURSE NO. 53: SOUTH 38°41'06" WEST, 99.52 FEET; COURSE NO. 54: SOUTH 57°51'29" WEST, 43.99 FEET; COURSE NO. 55: NORTH 20°47'36" WEST, 165.67 FEET; COURSE NO. 56: NORTH 24°41'45" WEST, 100.27 FEET TO THE MEAN HIGH WATER LINE (AS ESTABLISHED BY CLARY & ASSOCIATES, IN ACCORDANCE WITH CHAPTER 177, PART II, FLORIDA STATUTES, CHAPTER 18-5, F.A.C. AND CHAPTER 21HH-6, F.A.C., AS SHOWN ON CLARY & ASSOCIATES MAP, FILE NO. T2N-35); THENCE NORTHWESTERLY AND NORTHEASTERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING THIRTY-FOUR (34) COURSES AND DISTANCES: COURSE NO. 1: NORTH 41°03'43" WEST, 102.29 FEET; COURSE NO. 2: NORTH 33°13'02" WEST, 100.28 FEET; COURSE NO. 3: NORTH 27°40'04" WEST, 100.02 FEET; COURSE NO. 4: NORTH 39°19'23" EAST, 20.24 FEET; COURSE NO. 5: NORTH 39°20'31" WEST, 94.05 FEET; COURSE NO. 6: NORTH 15°50'14" WEST, 100.65 FEET; COURSE NO. 7: NORTH 25°25'34" WEST, 100.00 FEET; COURSE NO. 8: NORTH 22°16'35" WEST, 100.10 FEET; COURSE NO. 9: NORTH 32°08'50" WEST, 100.82 FEET; COURSE NO. 10: NORTH 21°56'56" WEST, 95.72 FEET; COURSE NO. 11: NORTH 07°29'29" WEST, 100.32 FEET; COURSE NO. 12: NORTH 12°14'13" WEST, 100.00 FEET; COURSE NO. 13: NORTH 14°21'21" WEST, 100.08 FEET; COURSE NO. 14: NORTH 01°28'24" WEST, 101.73 FEET; COURSE NO. 15: NORTH 15°53'54" WEST, 100.22 FEET; COURSE NO. 16: NORTH 16°17'26" WEST, 94.90 FEET; COURSE NO. 17: NORTH 05°49'42" WEST, 100.32 FEET; COURSE NO. 18: NORTH 07°16'35" EAST, 101.12 FEET; COURSE NO. 19: NORTH 07°58'55" WEST, 110.67 FEET; COURSE NO. 20: NORTH 02°44'01" EAST, 37.66 FEET; COURSE NO. 21: NORTH 03°59'52" WEST, 199.79 FEET; COURSE NO. 22: NORTH 04°46'48" WEST, 131.15 FEET; COURSE NO. 23: NORTH 12°03'00" WEST, 160.18 FEET; COURSE NO. 24: NORTH 05°08'07" EAST, 160.02 FEET; COURSE NO. 25: NORTH 13°19'18" WEST, 141.70 FEET; COURSE NO. 26: NORTH 14°11'57" WEST, 154.82 FEET; COURSE NO. 27: NORTH 05°24'24" WEST, 143.95 FEET; COURSE NO. 28: NORTH 05°28'57" WEST, 144.68 FEET; COURSE NO. 29: NORTH 42°00'35" EAST, 128.72 FEET; COURSE NO. 30: NORTH 39°33'24" WEST, 184.51 FEET; COURSE NO. 31: NORTH 08°19'55" WEST, 155.35 FEET; COURSE NO. 32: NORTH 00°16'26" WEST, 103.87 FEET; COURSE NO. 33: NORTH 02°23'15" EAST, 114.51 FEET; COURSE NO. 34: NORTH 60°01'48" EAST, 30.64

SHEET 7 OF 12

UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

DRAFTER: JLS
JOB No. 2006-394

UNLESS OTHERWISE SHOWN AND STATED HEREON, THIS MAP OR SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS, CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.022, FLORIDA STATUTES, AND DOES NOT NECESSARILY MEET ANY OTHER NATIONAL OR REGIONAL STANDARDS.

Clary & Associates, Inc.

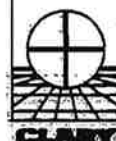
PROFESSIONAL LAND SURVEYORS

3830 CROWN POINT ROAD, SUITE "A"

JACKSONVILLE, FLORIDA 32257

(904) 266-2703

LB NO. 3731



DATE: MARCH 2006

SCALE: N/A

CHECKED BY: JLS

B. L. PITTMAN, P.L.S. CERT. NO. 4827

MAP SHOWING

FEET TO THE WESTERLY PROLONGATION OF THE AFORESAID SOUTHERLY BOUNDARY OF THOSE LANDS DESIGNATED AS PARCEL 1, AND DESCRIBED AND RECORDED IN SAID OFFICIAL RECORDS 0539, PAGE 1099; THENCE NORTH 83°40'50" EAST, ALONG LAST SAID LINE, AND ALONG SAID SOUTHERLY LINE OF THOSE LANDS DESIGNATED AS PARCEL 1, AND DESCRIBED AND RECORDED IN SAID OFFICIAL RECORDS 0539, PAGE 1099, AND THE WESTERLY PROLONGATION THEREOF, A DISTANCE OF 2119.06 FEET, TO THE POINT OF BEGINNING.

CONTAINING 113.69 ACRES, MORE OR LESS.

LESS AND EXCEPT:

EXCEPTION PARCEL 1

A PORTION OF SECTIONS 6 AND 49, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, STATE OF FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 6, SAID TOWNSHIP AND RANGE; THENCE SOUTH 89°41'48" EAST, ALONG THE NORTHERLY LINE OF SAID SECTION 6, A DISTANCE OF 1143.72 FEET TO ITS INTERSECTION WITH THE ORIGINAL GOVERNMENT MEANDER LINE; THENCE SOUTH 23°25'53" WEST, ALONG LAST SAID LINE, 1135.18 FEET, TO THE EASTERLY PROLONGATION OF THE SOUTHERLY BOUNDARY OF THOSE LANDS DESIGNATED AS PARCEL 1, AND DESCRIBED AND RECORDED IN OFFICIAL RECORDS 0539, PAGE 1099, OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 83°40'50" WEST, ALONG LAST SAID LINE, AND ALONG SAID SOUTHERLY LINE OF THOSE LANDS DESIGNATED AS PARCEL 1, AND DESCRIBED AND RECORDED IN SAID OFFICIAL RECORDS 0539, PAGE 1099, A DISTANCE OF 700.79 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 83°40'50" WEST, ALONG LAST SAID LINE, 204.22 FEET; THENCE SOUTH 17°13'24" WEST, 44.14 FEET; THENCE SOUTH 30°09'07" EAST, 37.77 FEET; THENCE SOUTH 25°59'31" WEST, 42.47 FEET; THENCE SOUTH 10°33'26" EAST, 29.10 FEET; THENCE SOUTH 02°10'19" WEST, 60.58 FEET; THENCE SOUTH 00°07'55" WEST, 88.91 FEET; THENCE SOUTH 21°10'52" EAST, 50.91 FEET; THENCE SOUTH 16°12'58" WEST, 48.34 FEET; THENCE SOUTH 13°55'55" WEST, 61.63 FEET; THENCE SOUTH 09°55'59" WEST, 43.84 FEET; THENCE SOUTH 79°54'16" EAST, 27.58 FEET; THENCE SOUTH 59°55'25" EAST, 34.19 FEET; THENCE NORTH 62°26'44" EAST, 42.94 FEET; THENCE SOUTH 10°52'46" WEST, 28.26 FEET; THENCE NORTH 62°20'22" EAST, 19.06 FEET; THENCE NORTH 59°10'11" EAST, 44.72 FEET; THENCE SOUTH 05°04'47" EAST, 17.90 FEET; THENCE NORTH 63°00'16" EAST, 48.73 FEET; THENCE SOUTH 68°48'49" EAST, 39.47 FEET; THENCE SOUTH 37°38'19" EAST, 22.47 FEET; THENCE SOUTH 18°51'34" WEST, 39.82 FEET; THENCE SOUTH 34°28'21" EAST, 59.57 FEET; THENCE NORTH 53°11'47" EAST, 57.23 FEET; THENCE SOUTH 38°33'29" EAST, 53.19 FEET; THENCE SOUTH 62°31'19"

SHEET 8 OF 12

UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

DRAFTER: JLS
JOB No. 2006-394

UNLESS OTHERWISE SHOWN AND STATED HEREON, THIS MAP OR DRAWING MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS, AFTER 61617-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, AND DOES NOT NECESSARILY MEET ANY OTHER NATIONAL OR REGIONAL STANDARDS.

Clary & Associates, Inc.

PROFESSIONAL LAND SURVEYORS

3830 CROWN POINT ROAD, SUITE "A"
JACKSONVILLE, FLORIDA 32257
(904) 260-2703 FAX NO. 3731



DATE: MARCH 2006

SCALE: N/A

CHECKED BY: JES

B. L. Pittman
B. L. PITTMAN, P.L.S. CERT. NO. 4827

MAP SHOWING

LAST, 55.78 FEET; THENCE SOUTH 78°27'53" EAST, 50.31 FEET; THENCE NORTH 50°34'12" EAST, 45.42 FEET; THENCE SOUTH 60°43'47" EAST, 43.00 FEET; THENCE NORTH 52°43'36" EAST, 40.26 FEET; THENCE SOUTH 88°12'09" EAST, 46.12 FEET; THENCE NORTH 41°45'57" EAST, 47.01 FEET; THENCE NORTH 22°14'57" WEST, 47.55 FEET; THENCE NORTH 48°11'37" EAST, 35.18 FEET; THENCE SOUTH 58°00'14" EAST, 37.86 FEET; THENCE SOUTH 71°01'02" EAST, 58.66 FEET; THENCE SOUTH 75°24'17" EAST, 35.37 FEET; THENCE NORTH 09°03'14" EAST, 32.83 FEET; THENCE NORTH 55°00'50" EAST, 26.25 FEET; THENCE NORTH 05°17'04" WEST, 24.07 FEET; THENCE NORTH 84°01'41" WEST, 34.03 FEET; THENCE NORTH 41°40'31" EAST, 20.98 FEET; THENCE NORTH 21°56'48" EAST, 43.49 FEET; THENCE NORTH 34°35'47" EAST, 18.80 FEET; THENCE NORTH 02°39'18" EAST, 36.76 FEET; THENCE NORTH 15°59'06" WEST, 32.65 FEET; THENCE NORTH 42°40'30" EAST, 41.05 FEET; THENCE NORTH 13°41'45" WEST, 38.45 FEET; THENCE NORTH 50°05'20" WEST, 32.82 FEET; THENCE NORTH 68°00'28" WEST, 27.61 FEET; THENCE NORTH 00°00'58" EAST, 27.97 FEET; THENCE NORTH 45°23'07" WEST, 22.20 FEET; THENCE NORTH 78°50'48" WEST, 27.87 FEET; THENCE NORTH 50°10'20" WEST, 29.06 FEET; THENCE NORTH 76°09'34" WEST, 58.58 FEET; THENCE NORTH 79°18'25" WEST, 50.47 FEET; THENCE SOUTH 88°00'31" WEST, 51.11 FEET; THENCE NORTH 70°12'28" WEST, 56.09 FEET; THENCE SOUTH 83°36'37" WEST, 60.06 FEET; THENCE NORTH 44°46'36" WEST, 42.23 FEET; THENCE NORTH 24°21'39" EAST, 55.12 FEET; THENCE NORTH 13°31'32" EAST, 37.96 FEET; THENCE NORTH 80°53'00" WEST, 48.79 FEET; THENCE SOUTH 67°02'56" WEST, 53.12 FEET; THENCE NORTH 51°42'00" WEST, 50.17 FEET; THENCE NORTH 54°14'14" WEST, 52.60 FEET TO THE POINT OF BEGINNING.

ABOVE EXCEPTION CONTAINING 8.30 ACRES MORE OR LESS.

FURTHER LESS AND EXCEPT:

EXCEPTION PARCEL 2

A PORTION OF SECTIONS 6 AND 49, AND A PORTION OF SECTION 19, "CRANEY ISLAND," ALL IN TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, STATE OF FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 6, SAID TOWNSHIP AND RANGE; THENCE SOUTH 89°41'48" EAST, ALONG THE NORTHERLY LINE OF SAID SECTION 6, A DISTANCE OF 1143.72 FEET TO ITS INTERSECTION WITH THE ORIGINAL GOVERNMENT MEANDER LINE; THENCE SOUTH 23°25'53" WEST, ALONG LAST SAID LINE, 1135.18 FEET, TO THE EASTERLY PROLONGATION OF THE SOUTHERLY BOUNDARY OF THOSE LANDS DESIGNATED AS PARCEL 1, AND DESCRIBED AND RECORDED IN OFFICIAL RECORDS

SHEET 9 OF 12

UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

DRAFTER: JLS
JOB No. 2006-394

UNLESS OTHERWISE SHOWN AND STATED HEREON, THIS MAP OR SKETCH MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS, CHAPTER 61G17-4, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, AND DOES NOT NECESSARILY MEET ANY OTHER NATIONAL OR REGIONAL STANDARDS.

Clary & Associates, Inc.
PROFESSIONAL LAND SURVEYORS

3830 CROWN POINT ROAD, SUITE "A"
JACKSONVILLE, FLORIDA 32257
(904) 260-2703 LB NO. 3731



DATE MARCH 2006

SCALE N/A

CHECKED BY JLS

B. L. Pittman
B. L. PITTMAN, P.L.S. CERT. NO. 4827

MAP SHOWING

0539, PAGE 1099, OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 83°40'50" WEST, ALONG LAST SAID LINE, AND ALONG SAID SOUTHERLY LINE OF THOSE LANDS DESIGNATED AS PARCEL 1, AND DESCRIBED AND RECORDED IN SAID OFFICIAL RECORDS 0539, PAGE 1099, A DISTANCE OF 953.93 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 83°40'50" WEST, ALONG LAST SAID LINE, 819.67 FEET; THENCE SOUTH 06°12'26" WEST, 32.17 FEET; THENCE SOUTH 00°45'14" EAST, 43.20 FEET; THENCE SOUTH 66°37'45" WEST, 54.91 FEET; THENCE SOUTH 26°47'01" EAST, 40.09 FEET; THENCE SOUTH 34°28'50" EAST, 70.54 FEET; THENCE SOUTH 52°43'37" WEST, 29.88 FEET; THENCE SOUTH 12°55'52" EAST, 40.56 FEET; THENCE SOUTH 34°50'09" WEST, 68.33 FEET; THENCE SOUTH 08°08'27" WEST, 62.01 FEET; THENCE SOUTH 43°06'29" WEST, 56.88 FEET; THENCE SOUTH 03°57'04" WEST, 70.57 FEET; THENCE SOUTH 27°42'55" WEST, 62.08 FEET; THENCE SOUTH 01°54'42" WEST, 10.29 FEET; THENCE SOUTH 35°38'03" WEST, 65.56 FEET; THENCE SOUTH 02°24'09" WEST, 55.57 FEET; THENCE SOUTH 13°21'41" WEST, 29.08 FEET; THENCE SOUTH 10°29'18" EAST, 55.93 FEET; THENCE SOUTH 28°09'20" EAST, 27.52 FEET; THENCE SOUTH 18°32'11" WEST, 73.83 FEET; THENCE SOUTH 03°32'52" WEST, 62.12 FEET; THENCE SOUTH 04°20'27" EAST, 72.81 FEET; THENCE SOUTH 11°08'22" EAST, 26.54 FEET; THENCE SOUTH 47°11'08" EAST, 34.76 FEET; THENCE SOUTH 24°56'05" WEST, 47.69 FEET; THENCE SOUTH 34°09'22" EAST, 68.56 FEET; THENCE SOUTH 18°01'29" EAST, 93.20 FEET; THENCE SOUTH 00°03'09" EAST, 73.45 FEET; THENCE SOUTH 04°37'31" WEST, 60.56 FEET; THENCE SOUTH 23°02'28" EAST, 48.84 FEET; THENCE SOUTH 48°56'00" EAST, 42.47 FEET; THENCE SOUTH 21°51'26" WEST, 28.89 FEET; THENCE SOUTH 40°48'31" EAST, 40.05 FEET; THENCE SOUTH 10°05'51" EAST, 91.45 FEET; THENCE SOUTH 08°51'12" EAST, 23.93 FEET; THENCE SOUTH 62°16'58" WEST, 54.23 FEET; THENCE SOUTH 23°47'57" WEST, 41.94 FEET; THENCE SOUTH 41°57'38" WEST, 58.55 FEET; THENCE SOUTH 27°01'24" EAST, 21.18 FEET; THENCE SOUTH 20°20'26" WEST, 67.06 FEET; THENCE SOUTH 04°45'57" WEST, 21.85 FEET; THENCE SOUTH 48°57'05" EAST, 29.16 FEET; THENCE SOUTH 24°59'34" WEST, 24.78 FEET; THENCE SOUTH 13°59'27" EAST, 31.20 FEET; THENCE SOUTH 04°52'56" WEST, 32.27 FEET; THENCE SOUTH 52°11'21" WEST, 24.90 FEET; THENCE SOUTH 11°13'35" EAST, 28.13 FEET; THENCE SOUTH 03°30'40" EAST, 91.10 FEET; THENCE SOUTH 01°09'27" EAST, 42.34 FEET; THENCE SOUTH 43°09'18" WEST, 12.61 FEET; THENCE SOUTH 06°42'47" EAST, 556.62 FEET; THENCE SOUTH 24°36'25" EAST, 27.79 FEET; THENCE SOUTH 00°40'18" EAST, 81.14 FEET; THENCE SOUTH 06°42'47" EAST, 19.16 FEET; THENCE SOUTH 41°17'53" EAST, 22.54 FEET; THENCE SOUTH 07°58'59" WEST, 21.03 FEET; THENCE SOUTH 23°22'17" EAST, 97.13 FEET; THENCE SOUTH 37°29'36" EAST, 48.41 FEET; THENCE NORTH 79°08'54" EAST, 46.50 FEET; THENCE SOUTH 47°05'32" EAST, 8.48 FEET; THENCE SOUTH 34°52'47" WEST, 62.12 FEET; THENCE SOUTH 26°54'22" EAST, 60.43 FEET; THENCE SOUTH 22°29'46" EAST, 63.98 FEET;

SHEET 10 OF 12

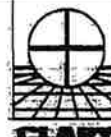
UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

DRAFTER: JLS
JOB No. 2006-394

UNLESS OTHERWISE SHOWN AND STATED HEREON, THIS MAP OR SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS, (AFTER 61G17-8, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.0027, FLORIDA STATUTES) AND DOES NOT NEARLY MEET ANY OTHER NATIONAL OR REGIONAL STANDARDS.

Clary & Associates, Inc.
PROFESSIONAL LAND SURVEYORS

3830 CROWN POINT ROAD, SUITE "A"
JACKSONVILLE, FLORIDA 32257
(904) 260-2703 LB NO. 3731



DATE MARCH 2006

SCALE N/A

CHECKED BY: *JLS*

B. L. Pittman
B. L. PITTMAN, P.L.S. CERT. NO. 4827

MAP SHOWING

THENCE SOUTH 22°26'49" EAST, 103.70 FEET; THENCE SOUTH 23°04'12" EAST, 78.39 FEET; THENCE SOUTH 23°47'18" EAST, 83.24 FEET; THENCE SOUTH 39°20'31" EAST, 17.24 FEET; THENCE SOUTH 39°19'23" WEST, 4.81 FEET; THENCE SOUTH 26°13'06" EAST, 78.19 FEET; THENCE SOUTH 26°52'25" EAST, 81.06 FEET; THENCE NORTH 71°21'42" EAST, 50.77 FEET; THENCE SOUTH 45°49'21" EAST, 45.47 FEET; THENCE SOUTH 13°37'41" EAST, 30.97 FEET; THENCE SOUTH 19°47'51" EAST, 39.22 FEET; THENCE SOUTH 05°18'19" EAST, 34.98 FEET; THENCE SOUTH 31°21'20" EAST, 73.60 FEET; THENCE NORTH 51°36'38" EAST, 55.84 FEET; THENCE NORTH 24°08'26" EAST, 39.09 FEET; THENCE NORTH 25°02'30" EAST, 29.05 FEET; THENCE NORTH 20°01'35" WEST, 33.16 FEET; THENCE NORTH 81°17'35" EAST, 32.32 FEET; THENCE NORTH 13°57'54" WEST, 47.79 FEET; THENCE NORTH 59°56'59" EAST, 25.79 FEET; THENCE NORTH 23°56'51" EAST, 49.94 FEET; THENCE NORTH 01°25'58" EAST, 59.13 FEET; THENCE NORTH 01°52'28" WEST, 96.48 FEET; THENCE NORTH 24°22'15" WEST, 47.07 FEET; THENCE NORTH 42°45'18" EAST, 44.74 FEET; THENCE NORTH 73°55'52" EAST, 30.01 FEET; THENCE NORTH 30°06'31" EAST, 109.70 FEET; THENCE NORTH 25°47'00" WEST, 77.79 FEET; THENCE NORTH 43°11'45" WEST, 73.17 FEET; THENCE NORTH 33°24'53" WEST, 61.80 FEET; THENCE SOUTH 63°59'48" WEST, 42.75 FEET; THENCE SOUTH 30°12'26" WEST, 120.09 FEET; THENCE NORTH 08°55'59" EAST, 117.90 FEET; THENCE NORTH 48°16'17" EAST, 65.29 FEET; THENCE NORTH 00°02'08" EAST, 64.23 FEET; THENCE NORTH 65°03'31" WEST, 17.27 FEET; THENCE NORTH 20°27'27" EAST, 32.44 FEET; THENCE NORTH 10°54'24" WEST, 84.04 FEET; THENCE NORTH 25°08'35" EAST, 68.17 FEET; THENCE NORTH 81°26'01" EAST, 47.88 FEET; THENCE NORTH 80°01'37" EAST, 54.09 FEET; THENCE NORTH 33°23'12" EAST, 76.24 FEET; THENCE NORTH 04°14'50" EAST, 42.06 FEET; THENCE NORTH 48°53'06" EAST, 31.73 FEET; THENCE NORTH 06°43'43" WEST, 103.24 FEET; THENCE NORTH 06°55'43" EAST, 32.37 FEET; THENCE NORTH 38°10'34" EAST, 19.57 FEET; THENCE NORTH 49°19'11" EAST, 46.10 FEET; THENCE NORTH 05°42'31" EAST, 26.11 FEET; THENCE NORTH 89°15'37" EAST, 31.50 FEET; THENCE SOUTH 57°38'59" EAST, 14.81 FEET; THENCE SOUTH 17°17'06" WEST, 23.72 FEET; THENCE SOUTH 03°48'17" EAST, 28.37 FEET; THENCE NORTH 81°43'44" EAST, 32.56 FEET; THENCE SOUTH 31°11'33" EAST, 34.32 FEET; THENCE NORTH 48°39'39" EAST, 46.15 FEET; THENCE NORTH 33°17'33" EAST, 45.69 FEET; THENCE NORTH 37°09'30" EAST, 50.45 FEET; THENCE NORTH 23°52'30" WEST, 38.40 FEET; THENCE NORTH 01°40'20" EAST, 26.01 FEET; THENCE NORTH 78°42'40" WEST, 33.25 FEET; THENCE NORTH 53°54'03" WEST, 37.47 FEET; THENCE NORTH 32°02'07" WEST, 39.73 FEET; THENCE NORTH 44°32'44" WEST, 44.35 FEET; THENCE NORTH 23°21'44" WEST, 27.04 FEET; THENCE NORTH 30°39'50" WEST, 32.09 FEET; THENCE NORTH 64°23'43" WEST, 44.54 FEET; THENCE NORTH 40°28'53" WEST, 48.95 FEET; THENCE NORTH 47°04'56" WEST, 61.93 FEET; THENCE NORTH 37°49'02" WEST, 44.82 FEET; THENCE SOUTH 66°43'38" EAST, 18.71 FEET; THENCE NORTH 04°19'50" EAST, 57.51 FEET; THENCE NORTH 53°32'35" EAST, 38.44 FEET; THENCE SOUTH 52°42'52" EAST, 32.67 FEET; THENCE NORTH 52°02'41" EAST, 76.75 FEET; THENCE NORTH 82°56'46" EAST, 22.61 FEET; THENCE SOUTH 19°49'35" EAST, 24.72 FEET;

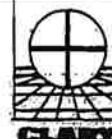
SHEET 11 OF 12

UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

DRAFTER: JLS
JOB No. 2006-394

UNLESS OTHERWISE SHOWN AND STATED HEREON, THIS MAP OR KEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS, CHAPTER 81G17-8, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, AND DOES NOT NECESSARILY MEET ANY OTHER NATIONAL OR REGIONAL STANDARDS.

Clary & Associates, Inc.
PROFESSIONAL LAND SURVEYORS
3830 CROWN POINT ROAD, SUITE "A"
JACKSONVILLE, FLORIDA 32257



LB NO. 3731

DATE MARCH 2006

SCALE N/A

CHECKED BY: JLS

B. L. Pittman
B. L. PITTMAN, P.L.S. CERT. NO. 4827

MAP SHOWING

THENCE SOUTH 84°30'37" EAST, 69.60 FEET; THENCE NORTH 57°02'24" EAST, 75.38 FEET; THENCE NORTH 67°48'15" EAST, 55.99 FEET; THENCE NORTH 77°05'19" EAST, 31.05 FEET; THENCE NORTH 88°08'18" EAST, 42.66 FEET; THENCE NORTH 29°13'20" EAST, 48.70 FEET; THENCE NORTH 54°39'43" EAST, 36.16 FEET; THENCE NORTH 22°26'27" WEST, 33.46 FEET; THENCE NORTH 01°21'49" WEST, 42.85 FEET; THENCE NORTH 01°01'57" WEST, 42.78 FEET; THENCE NORTH 31°15'19" EAST, 50.58 FEET; THENCE NORTH 26°51'13" WEST, 38.62 FEET; THENCE NORTH 07°27'03" WEST, 49.83 FEET; THENCE NORTH 26°20'03" WEST, 55.55 FEET; THENCE NORTH 69°00'26" WEST, 40.52 FEET; THENCE NORTH 35°58'03" WEST, 39.21 FEET; THENCE NORTH 57°15'59" WEST, 53.43 FEET; THENCE NORTH 61°24'28" WEST, 38.73 FEET; THENCE NORTH 77°15'09" WEST, 76.00 FEET; THENCE NORTH 26°08'20" WEST, 75.11 FEET; THENCE NORTH 87°15'53" WEST, 59.96 FEET; THENCE SOUTH 41°57'59" WEST, 18.44 FEET; THENCE SOUTH 86°44'42" WEST, 32.02 FEET; THENCE SOUTH 45°56'41" WEST, 37.28 FEET; THENCE SOUTH 66°10'34" WEST, 62.80 FEET; THENCE NORTH 32°04'44" WEST, 44.68 FEET; THENCE NORTH 04°00'41" EAST, 44.68 FEET; THENCE NORTH 14°01'24" EAST, 40.56 FEET; THENCE NORTH 36°09'27" EAST, 56.17 FEET; THENCE NORTH 00°14'29" WEST, 28.71 FEET; THENCE NORTH 44°06'34" EAST, 42.14 FEET; THENCE NORTH 50°53'28" EAST, 49.13 FEET; THENCE NORTH 11°11'00" EAST, 59.33 FEET; THENCE NORTH 10°04'34" EAST, 57.97 FEET; THENCE NORTH 17°17'25" EAST, 60.56 FEET; THENCE NORTH 14°10'06" WEST, 14.73 FEET; THENCE NORTH 25°32'41" WEST, 89.67 FEET; THENCE NORTH 05°52'58" WEST, 64.29 FEET; THENCE NORTH 26°13'54" EAST, 42.83 FEET; THENCE NORTH 77°13'35" EAST, 13.37 FEET; THENCE NORTH 02°48'04" EAST, 43.64 FEET; THENCE NORTH 60°51'46" WEST, 42.10 FEET; THENCE NORTH 81°06'25" EAST, 33.89 FEET; THENCE NORTH 09°26'28" EAST, 33.86 FEET; THENCE NORTH 01°23'11" EAST, 31.02 FEET; THENCE NORTH 12°25'06" EAST, 22.98 FEET; THENCE NORTH 53°09'42" WEST, 18.57 FEET; THENCE NORTH 79°12'01" WEST, 36.96 FEET; THENCE NORTH 56°05'25" WEST, 13.58 FEET; THENCE SOUTH 79°34'56" EAST, 39.82 FEET; THENCE SOUTH 72°56'52" EAST, 21.63 FEET; THENCE NORTH 42°29'04" EAST, 19.28 FEET; THENCE NORTH 05°15'21" WEST, 45.31 FEET; THENCE NORTH 18°15'22" EAST, 37.61 FEET; THENCE NORTH 42°38'41" EAST, 35.70 FEET; THENCE NORTH 37°57'57" WEST, 25.86 FEET; THENCE NORTH 50°45'53" EAST, 26.47 FEET; THENCE NORTH 06°31'46" EAST, 28.93 FEET; THENCE NORTH 18°14'24" EAST, 53.33 FEET; THENCE NORTH 00°08'58" EAST, 53.61 FEET; THENCE NORTH 20°40'12" WEST, 30.25 FEET; THENCE NORTH 10°30'39" WEST, 49.59 FEET; THENCE NORTH 07°10'53" EAST, 47.19 FEET; THENCE NORTH 24°36'46" EAST, 43.76 FEET; THENCE NORTH 07°52'53" EAST, 25.45 FEET; THENCE NORTH 11°22'13" WEST, 58.16 FEET; THENCE NORTH 12°39'35" WEST, 32.48 FEET; THENCE NORTH 52°18'40" EAST, 34.80 FEET; THENCE NORTH 00°27'16" WEST, 3.26 FEET, TO THE POINT OF BEGINNING.

ABOVE EXCEPTION CONTAINING 63.28 ACRES MORE OR LESS.

SAID PARCEL CONTAINING A NET AREA, LESS EXCEPTIONS, OF 42.11 ACRES, MORE OR LESS.

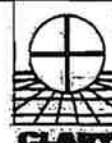
SHEET 12 OF 12

UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

DRAFTER: JLS
JOB No. 2006-394

UNLESS OTHERWISE SHOWN AND STATED HEREON, THIS MAP OR KEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS, CHAPTER 86G01-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, AND DOES NOT NECESSARILY MEET ANY OTHER NATIONAL OR REGIONAL STANDARDS.

Clary & Associates, Inc.
PROFESSIONAL LAND SURVEYORS
3830 CROWN POINT ROAD, SUITE "A"
JACKSONVILLE, FLORIDA 32257



LB NO. 3731

DATE MARCH 2006

SCALE N/A

CHECKED BY: JRS

B. L. PITTMAN, P.L.S. CERT. NO. 4827

MAP SHOWING

A PORTION OF SECTION 19, "CRANEY ISLAND," AND A PORTION OF SECTIONS 6 AND 49, ALL IN TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 6; THENCE SOUTH 89°48'01" EAST, ALONG THE NORTHERLY LINE OF SAID SECTION 6, A DISTANCE OF 1143.72 FEET TO ITS INTERSECTION WITH THE ORIGINAL GOVERNMENT MEANDER LINE; THENCE SOUTHWESTERLY AND SOUTHEASTERLY ALONG LAST SAID LINE, RUN THE FOLLOWING FOUR (4) COURSES AND DISTANCES: COURSE NO. 1: SOUTH 23°19'40" WEST, 1135.18 FEET, TO THE EASTERLY PROLONGATION OF THE SOUTHERLY BOUNDARY OF THOSE LANDS DESIGNATED AS PARCEL 1, AND DESCRIBED AND RECORDED IN OFFICIAL RECORDS 0539, PAGE 1100, OF THE PUBLIC RECORDS OF SAID COUNTY, AND THE POINT OF BEGINNING; COURSE NO. 2: CONTINUE SOUTH 23°19'40" WEST, 111.15 FEET; COURSE NO. 3: SOUTH 00°10'48" WEST, 327.86 FEET; COURSE NO. 4: SOUTH 09°53'05" EAST, 496.61 FEET TO THE WATERWARD BOUNDARY LINE (AS OF JULY 1, 1975), AS DIGITIZED AND SHOWN ON CLARY & ASSOCIATES, INC. MAP FILE NO. T2N-57, DATED MARCH 16, 1998; THENCE SOUTHWESTERLY, NORTHWESTERLY, SOUTHEASTERLY, NORTHEASTERLY ALONG THE BOUNDARY OF SAID LINE, RUN THE FOLLOWING SIXTY-EIGHT (68) COURSES AND DISTANCES: COURSE NO. 1: SOUTH 74°39'00" WEST, 281.30 FEET; COURSE NO. 2: NORTH 78°01'26" WEST, 168.67 FEET; COURSE NO. 3: SOUTH 21°48'05" WEST, 80.78 FEET; COURSE NO. 4: NORTH 68°11'55" WEST, 26.93 FEET; COURSE NO. 5: NORTH 04°05'08" EAST, 70.18 FEET; COURSE NO. 6: NORTH 78°41'24" WEST, 50.99 FEET; COURSE NO. 7: SOUTH 28°33'54" WEST, 44.72 FEET; COURSE NO. 8: NORTH 83°53'04" WEST, 140.80 FEET; COURSE NO. 9: NORTH 39°28'21" WEST, 110.11 FEET; COURSE NO. 10: SOUTH 49°23'55" WEST, 92.20 FEET; COURSE NO. 11: SOUTH 86°11'09" WEST, 150.33 FEET; COURSE NO. 12: SOUTH 12°31'44" EAST, 184.39 FEET; COURSE NO. 13: SOUTH 52°56'29" EAST, 265.50 FEET; COURSE NO. 14: SOUTH 40°42'33" EAST, 395.76 FEET; COURSE NO. 15: SOUTH 28°15'22" EAST, 30.83 FEET; COURSE NO. 16: SOUTH 01°20'01" WEST, 284.50 FEET; COURSE NO. 17: SOUTH 50°37'47" WEST, 46.38 FEET; COURSE NO. 18: SOUTH 14°48'00" EAST, 63.24 FEET; COURSE NO. 19: SOUTH 68°30'21" WEST, 49.57 FEET; COURSE NO. 20: SOUTH 44°11'53" WEST, 109.78 FEET; COURSE NO. 21: SOUTH 39°52'47" EAST, 49.14 FEET; COURSE NO. 22: SOUTH 38°05'15" WEST, 53.44 FEET; COURSE NO. 23: SOUTH 64°51'40" WEST, 59.41 FEET; COURSE NO. 24: SOUTH 29°31'42" WEST, 73.29 FEET; COURSE NO. 25: SOUTH 64°12'35" EAST, 57.34 FEET; COURSE NO. 26: SOUTH 04°07'01" EAST, 225.67 FEET; COURSE NO. 27: SOUTH 19°15'12" WEST, 75.00 FEET; COURSE NO. 28: SOUTH 13°01'15" EAST, 53.04 FEET; COURSE NO. 29: SOUTH 19°15'12" WEST, 85.26 FEET; COURSE NO. 30: NORTH 02°57'43" WEST, 87.20 FEET; COURSE NO. 31: NORTH 78°34'19" WEST, 62.01 FEET; COURSE NO. 32: SOUTH 25°20'49" WEST, 88.59 FEET; COURSE NO. 33: SOUTH 10°00'00" EAST, 67.54 FEET; COURSE NO. 34: SOUTH 51°06'36" WEST, 44.72 FEET; COURSE NO. 35: SOUTH 65°28'19" WEST, 261.52 FEET; COURSE NO. 36: NORTH 69°31'03" WEST, 94.43 FEET; COURSE NO. 37: SOUTH 49°20'09" WEST, 94.17 FEET; COURSE NO. 38: SOUTH 74°34'09" EAST, 141.93 FEET; COURSE NO. 39: SOUTH 44°16'05" EAST, 52.74 FEET; COURSE NO. 40: SOUTH 04°49'42" WEST, 113.69 FEET; COURSE NO. 41: SOUTH 52°23'53" EAST, 69.62 FEET; COURSE NO. 42: NORTH 75°32'52" EAST, 56.74 FEET; COURSE NO. 43: SOUTH 28°04'35" EAST, 64.20 FEET; COURSE NO. 44: SOUTH 12°21'19" WEST, 248.98 FEET; COURSE NO. 45: SOUTH 36°22'50" WEST, 134.63 FEET; COURSE NO. 46: SOUTH 08°46'24" WEST, 57.66 FEET; COURSE NO. 47: SOUTH 48°13'44" WEST, 114.05 FEET; COURSE NO. 48: SOUTH 38°54'27" WEST, 59.38 FEET; COURSE NO. 49: SOUTH 51°09'37" WEST, 73.70 FEET; COURSE NO. 50: SOUTH 01°32'06" WEST, 63.56 FEET; COURSE NO. 51: SOUTH 13°16'09" WEST, 54.31 FEET; COURSE NO. 52: SOUTH 05°24'52" WEST, 54.62 FEET; COURSE NO. 53: SOUTH 38°34'53" WEST, 99.52 FEET; COURSE NO. 54: SOUTH 57°45'16" WEST, 43.99 FEET; COURSE NO. 55: NORTH 20°53'50" WEST, 165.67 FEET; COURSE NO. 56: NORTH 24°47'58" WEST, 100.27 FEET TO THE MEAN HIGH WATER LINE (AS ESTABLISHED BY CLARY & ASSOCIATES, IN ACCORDANCE WITH CHAPTER 177, PART II, FLORIDA STATUTES, CHAPTER 18-5, F.A.C. AND CHAPTER 21HH-6, F.A.C., AS SHOWN ON CLARY & ASSOCIATES MAP, FILE NO. T2N-35); THENCE NORTHWESTERLY AND NORTHEASTERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING THIRTY-FOUR (34) COURSES AND DISTANCES: COURSE NO. 1: NORTH 41°09'58" WEST, 102.29 FEET; COURSE NO. 2: NORTH 33°19'15" WEST, 100.28 FEET;

SHEET 2 OF 3

DRAFTER: JRS

JOB No. 2005-1071

UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

UNLESS OTHERWISE SHOWN AND STATED HEREON, THIS MAP OR SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS, IN CHAPTER 61017-4, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, AND DOES NOT NECESSARILY MEET ANY OTHER NATIONAL OR REGIONAL STANDARDS.

Clary & Associates, Inc.
PROFESSIONAL LAND SURVEYORS
3830 CROWN POINT ROAD SUITE "A"
JACKSONVILLE, FLORIDA 32257
(904) 280-2703 LB NO. 3731



LEGEND
R/W - RIGHT-OF-WAY
PC - POINT OF CURVATURE
PT - POINT OF TANGENCY
ORV - OFFICIAL RECORDS VOLUME
PB - PLAT BOOK
PG(S) - PAGE(S)
CL - CENTERLINE
MHWL - MEAN HIGH WATER LINE
GOVT - GOVERNMENT

DATE JUNE 14, 2005

SCALE N/A

CHECKED BY: *[Signature]*

B. L. PITTMAN, P.L.S. CERT. NO. 4827

MAP SHOWING

COURSE NO. 3: NORTH 27°46'17" WEST, 100.02 FEET; COURSE NO. 4: NORTH 39°13'10" EAST, 20.24 FEET; COURSE NO. 5: NORTH 39°26'44" WEST, 94.05 FEET; COURSE NO. 6: NORTH 15°56'27" WEST, 100.65 FEET; COURSE NO. 7: NORTH 25°31'47" WEST, 100.00 FEET; COURSE NO. 8: NORTH 22°22'49" WEST, 100.10 FEET; COURSE NO. 9: NORTH 32°15'03" WEST, 100.82 FEET; COURSE NO. 10: NORTH 22°03'09" WEST, 95.72 FEET; COURSE NO. 11: NORTH 07°35'42" WEST, 100.32 FEET; COURSE NO. 12: NORTH 12°20'27" WEST, 100.00 FEET; COURSE NO. 13: NORTH 14°27'34" WEST, 100.08 FEET; COURSE NO. 14: NORTH 01°34'37" WEST, 101.73 FEET; COURSE NO. 15: NORTH 16°00'07" WEST, 100.22 FEET; COURSE NO. 16: NORTH 16°23'39" WEST, 94.90 FEET; COURSE NO. 17: NORTH 05°55'55" WEST, 100.32 FEET; COURSE NO. 18: NORTH 07°10'22" EAST, 101.12 FEET; COURSE NO. 19: NORTH 08°05'08" WEST, 110.67 FEET; COURSE NO. 20: NORTH 02°37'48" EAST, 37.66 FEET; COURSE NO. 21: NORTH 04°06'05" WEST, 199.79 FEET; COURSE NO. 22: NORTH 04°53'01" WEST, 131.15 FEET; COURSE NO. 23: NORTH 12°09'13" WEST, 160.18 FEET; COURSE NO. 24: NORTH 05°01'54" EAST, 160.02 FEET; COURSE NO. 25: NORTH 13°25'31" WEST, 141.70 FEET; COURSE NO. 26: NORTH 14°18'10" WEST, 154.82 FEET; COURSE NO. 27: NORTH 05°30'37" WEST, 143.95 FEET; COURSE NO. 28: NORTH 05°35'10" WEST, 144.68 FEET; COURSE NO. 29: NORTH 41°54'22" EAST, 128.72 FEET; COURSE NO. 30: NORTH 39°39'37" WEST, 184.51 FEET; COURSE NO. 31: NORTH 08°26'08" WEST, 155.35 FEET; COURSE NO. 32: NORTH 00°22'39" WEST, 103.87 FEET; COURSE NO. 33: NORTH 02°17'02" EAST, 114.51 FEET; COURSE NO. 34: NORTH 59°55'35" EAST, 30.64 FEET, TO THE WESTERLY PROLONGATION OF THE AFORESAID SOUTHERLY BOUNDARY OF THOSE LANDS DESIGNATED AS PARCEL 1, AND DESCRIBED AND RECORDED IN SAID OFFICIAL RECORDS 0539, PAGE 1100; THENCE NORTH 83°34'36" EAST, ALONG LAST SAID LINE, AND ALONG SAID SOUTHERLY LINE OF THOSE LANDS DESIGNATED AS PARCEL 1, AND DESCRIBED AND RECORDED IN SAID OFFICIAL RECORDS 0539, PAGE 1100, AND THE WESTERLY PROLONGATION THEREOF, A DISTANCE OF 2119.07 FEET, TO THE POINT OF BEGINNING.

CONTAINING 113.69 ACRES, MORE OR LESS

GENERAL NOTES

1. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF SECTION 6 TOWNSHIP 2 NORTH, RANGE 28 EAST, AS S 89°48'01" E (ASSUMED).
2. THIS MAP DOES NOT REPRESENT A BOUNDARY SURVEY.
3. THIS MAP WAS MADE WITHOUT THE BENEFIT OF AN ABSTRACT TITLE, THEREFORE, THERE COULD BE ADDITIONAL EASEMENTS, COVENANTS AND RESTRICTIONS, OR OTHER MATTERS OF PUBLIC RECORD THAT MAY OR MAY NOT AFFECT THIS PARCEL.
4. THE SECTION LINES AND GOVERNMENT LOT LINES AS SHOWN HEREON ARE BASED ON THE ORIGINAL GOVERNMENT SURVEYS PERFORMED IN 1831 & 1840 AND THE SUBSEQUENT TOWNSHIP PLATS DATED JAN. 1834, JULY 3, 1849, & MARCH 21, 1884.
5. MEAN HIGH WATER LINE AS ESTABLISHED BY CLARY & ASSOC. MAP FILE NO. RJ-58, DATED DECEMBER 1, 1967.
6. WATERWARD BOUNDARY LINE SHOWN WAS DIGITIZED FROM AERIAL PHOTOGRAPH NEGATIVE NO. A20 12089 174-12, AERIAL NO. B/10, TAKEN JANUARY 22, 1974, AS PROVIDED BY THE NASSAU COUNTY PROPERTY APPRAISER'S OFFICE. (SEE CLARY & ASSOC., INC. MAP FILE NO. T2N-57)
7. X- REF: CLARY & ASSOC.; FILE NO. T2N-57B, T2N-69 SURVEY BY SUNSHINE STATE SURVEYORS, INC.; FILE NO. 87E-2218.

SHEET 3 OF 3

DRAFTER: JRS

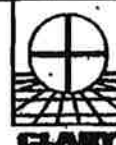
JOB No. 2005-1071

UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

UNLESS OTHERWISE SHOWN AND STATED HEREON, THIS MAP OR SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS, AFTER 61017-4, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO 472.027, FLORIDA STATUTES, AND DOES NOT NECESSARILY MEET ANY OTHER NATIONAL OR REGIONAL STANDARDS.

Clary & Associates, Inc.
PROFESSIONAL LAND SURVEYORS

3830 CROWN POINT ROAD SUITE "A"
JACKSONVILLE, FLORIDA 32257
(904) 260-2703 LB NO. 3731



LEGEND
R/W - RIGHT-OF-WAY
PC - POINT OF CURVATURE
PT - POINT OF TANGENCY
ORV - OFFICIAL RECORDS
VOLUME
PB - PLAT BOOK
PG(S) - PAGE(S)
CL - CENTERLINE
MHWL - MEAN HIGH WATER LINE
GOVT - GOVERNMENT

DATE JUNE 14, 2005

SCALE N/A

CHECKED BY: JRS

B. L. PITTMAN, P.L.S. CERT. NO. 4827

[illegible]

**EXHIBIT C CRANE ISLAND
PUD DEVELOPMENT CONDITIONS**

The design and development of Crane Island (Project) will be subject to the following Development Conditions which are hereby made part of the development approval for the property and which shall be recorded as part of the covenants and restrictions attached to the deed for each parcel conveyed in the development.

1. General Conditions: The Project will be developed as a residential community in sub-parcels and in phases as may be delineated on the Final Development Plan for the project. The Preliminary Development Plan for the Project depicts the conceptual location of the residential lots and units, boat basin, recreation facilities, preservation areas and supporting uses to be developed in the Project. The Preliminary Development Plan incorporates, by reference, the terms of these Development Conditions and the Developer's statements made in the related rezoning application, dated June 27, 2005, as amended. These collectively set forth the Developer's written plan of development for the Project. As part of the Final Development Plan submittals for any phase of the Project, the Developer will provide and update, as necessary, a Phasing Schedule based upon market conditions at the time of the Final Development Plan approval and engineering plan review for any phase of development.

Within two (2) years after approval of the Preliminary Development Plan, the Developer shall submit a Final Development Plan for the Developer's selected initial phase(s) of development for the Project. The Project may be developed in a single phase or two phases with Phase One consisting of at least 85 residential units. If the access road can be constructed first, such development will not count as a phase. Said Final Development Plan shall conform to all requirements of these Standards and Conditions and the codes of Nassau County. The County Commission, upon request from the Developer and for good cause shown, may extend the two (2) years time period for submitting the Final Development Plan. Such extension shall not exceed one (1) year. The location and size of all lots, roads, recreation/open space and other areas shown on the Preliminary Development Plan are conceptual. The final location of residential areas, any roads, recreation/open space areas, and other areas will be depicted on the Final Development Plan and the final engineering plans for particular phases of the Project and subject to the approval of Nassau County in accordance with applicable County Ordinances.

The County wants assurance that the Preliminary Development Plan to which these conditions apply will be implemented in the event the Project is annexed to the City of Fernandina Beach after its approval by the County. Therefore, upon approval of the PUD

Final Development Plan and Plat and prior to the sale of any lots or units within the Project by the Developer to any third party, the Owners will impose covenants and restrictions running with the land on the property which will be recorded in the public records to limit the development of Crane Island to the number of residential units and boat slips and other improvements as approved by the County. The County will be named as the beneficiary of such covenants and restrictions which will insure that the County can continue to maintain control over development density on the property.

If there is any inconsistency in these terms and conditions with any County Ordinance or requirements, these Land Development Standards and Conditions, and the subsequently adopted Design Code, shall govern.

2. Specific Conditions:

a. Ownership and Maintenance: The Project and related facilities will be owned, maintained and operated as follows:

- 1) Common Areas and Project Amenities: All common areas, including streets and roads, common preservation areas, amenities, landscape areas, signage, etc., shall be managed by a condominium-owners', homeowners' or property owners' association ("Owners' Association") to be established by the Developer through deed Covenants and Restrictions that the Developer shall establish for the property. The roadways and stormwater management facilities shall remain private and shall be maintained and operated by the Owners' Association as established by the Developer. Any deed from the Developer to third party purchasers in the project will incorporate such Covenants and Restrictions by reference to the Covenants and Restrictions in each deed. Such deed restrictions created by the Covenants and Restrictions shall run with the land in order to protect both present and future property owners within the Project. The Developer shall establish the applicable Owners' Association prior to the sale of any lots or units within the Project by the Developer to any third party. The Developer may elect to form separate and/or multiple Owners' Associations for the Project. Membership in the Owners' Association shall be mandatory for all property owners within the portion of the Project governed by such entity. The applicable Owners' Association shall manage all common areas, recreational and open space and recreational facilities that are not dedicated to the public and that are within the lands that are subject to the jurisdiction of such Owners' Association; shall provide for the maintenance, administration and operation of such portions of the Project and any other lands within the Project not

publicly or privately owned; and shall secure adequate liability insurance governing such areas owned or operated by such Owners' Association.

- 2) Public Access Park: The public access open space or park as defined in Paragraph b.5) below shall be owned, managed and maintained by the Owners' Association and subject to rules established by the Association. Such rules shall be reasonable and provide for access during daylight hours only, protection of natural resources, deportment, noise, parking, litter, and similar conditions. The launching of boats from the dock or shoreline, swimming and presence of alcoholic beverages (without specific authorization) shall be specifically prohibited. The rules shall also define conditions and procedures through which groups may reserve all or portions of the property for special events or activities. At no time will the Owners' Association exclude access to the public park during its hours of operation.

As an alternative to ownership by the Owners' Association, Nassau County shall have the option of owning, maintaining and operating the park as a public facility. This option shall be exercised by formal action by the Board of County Commissioners no later than approval of the last phase of development. If the County elects to execute this option, the park will be conveyed after completion of its development by the Developer. The deed conveying the park will contain covenants and restrictions which require the County to establish rules for the operation of the park that include the restrictions as outlined above for continued ownership by the Association.

- 3) Utilities: Ownership, maintenance and operation of the water, sewer, electrical, telephone and other service utilities will be the responsibility of the respective franchise companies serving the area. Appropriate easements over the private streets and other areas of the Project will be granted as needed to support the provision of such services.

b. Permitted Uses: The following uses are permitted as illustrated on the Preliminary Development Plan.

- 1) No more than 169 single-family and/or townhouse residential units. No more than 50 of the units may be townhouses and all townhouses shall be clustered around the boat basin as approximately shown on the Preliminary Development Plan, Exhibit B of this Ordinance. Any units not approved as part of the Final Development Plan approval process are not eligible to be used on this or any other development within Nassau County.
- 2) Docking facilities to accommodate pleasure boats in a private, upland boat basin to accommodate no more than 90 wet slips, connected to the Intracoastal Waterway by a lock system. The boat basin will be developed in compliance with all SJRWMD, US

Army CoE and other applicable permit conditions. Live-aboards and sale of fuel will not be permitted.

- 3) Recreational amenities that will be developed as private recreational facilities may include a club, pool, tennis courts, cabana, small docks, walking trails and sidewalks, docks for fishing, viewing and other passive activities as described in Paragraph e.2)b) below, and similar private recreational uses.
- 4) Preservation and open space areas including stormwater facilities and buffers as defined herein.
- 5) An open space or park area of no less than 5.75 acres which will be accessible to the general public. Facilities to be provided in the park will include: a dock on the Intracoastal Waterway for fishing, viewing and other passive activities as described in Paragraph e.2)b) below; a vehicle parking area; walking trails; a retention pond to serve the park and portions of the residential development; a small pier on the pond that may be used for model boat activities; fencing along boundaries; water and sewer services; and signage as defined herein.

c. Temporary Uses: The following temporary uses are permitted:

- 1) A temporary sales office for the sale of residential units will be permitted on the Project Site until 90% of the residential structures are sold. However, the temporary sales office maybe removed prior to the sales of 90% of the residential structures. The Developer shall indicate the location of said office with a note on the first Final Development Plan submitted to the County. The temporary sales office may be in a portable manufactured structure as allowed by State Statue for the use or in a building constructed for residential use and will be converted to residential use following the termination of the sales office. The sales office may also utilize a club building or portion of such structure and maybe relocated on the Project Site as may be desired from time to time during the course of Project sales.
- 2) Temporary construction trailers as needed to support the construction process. The Developer shall indicate with a note on any Final Development Plan submitted to the County for approval of the location of said units. The temporary construction trailers shall be removed within thirty (30) days of completion of the improvements for which they were intended, provided that the right to utilize such temporary facilities shall continue until build-out of the Project.
- 3) These temporary facilities may utilize temporary pump-out sewage storage tanks as approved by the Nassau County Health Department and temporary overhead electrical service. All such facilities will be removed upon removal of the temporary facilities.

d. Access, Circulation and Traffic: The following standards apply:

- 1) **Primary Access:** Access to the site will be provided by a two-lane street extending through a City of Fernandina Beach right-of-way from the southern end of Bailey Road via the alignment as approved by the City and the existing St. Johns River Water Management District (SJRWMD) Permit, and as depicted on Exhibit D-1. Since Crane Island will be located at the end of a single public road, design of the entrance road, commencing at the Crane Island property line, will conform to County standards as defined in the January 12, 2005, Memorandum "Development Dual Entrance Standard" (See Exhibit D-2). The design flexibility provided on page two of the Memorandum shall include recognition that the design for two wetland crossings is part of the St. Johns River Water Management District (SJRWMD) permit for the construction of the access road, and, further, Item e. of the Memorandum will not apply, with the design of internal streets being governed by condition '2.e.4) Streets' as provided herein. The Developer will improve the intersection of the Amelia Island Parkway and Bailey Road with a roundabout as required to meet County standards.
- 2) **Off-site improvements:** The Developer will construct a roundabout at the intersection of Amelia Island parkway and Bailey Road that will meet County standards. The Developer will upgrade Bailey Road from Amelia Island Parkway to the connection with the new Access Road to include maintenance of the current profile, widening to 22 feet of pavement, resurfacing, striping and signage, and improving the swale drainage system. The Developer will provide all project engineering and requisite permits for these improvements. This improvement shall occur simultaneously with the construction of Crane Island Access Road.
- 3) **Off-site Studies and Contributions:** The Developer will undertake a traffic study of Amelia Island Parkway from A1A to Bailey Road and from the intersection of Amelia Island Parkway and Bailey Road northerly to A1A, including the two intersections at A1A. The study will also include the study of a roundabout installation at the intersection of 14th Street and Amelia Island Parkway. The Developer agrees to pay the County a "fair share" increment for the improvements that are determined to be needed on those segments and intersections. The study shall be submitted for County review and approval no later than the filing of the first Final Development Plan and any fair share contribution shall be made at the completion of the construction of the Access Road.
- 4) **Vehicular Access and Circulation:** The general public shall have access to the 5.75 acre open space or park area as defined above. Vehicular access and circulation within Crane Island shall be as determined by the Owners' Association.
- 5) **Pedestrian Access:** The general public shall have access throughout the public walkways of Crane Island, subject to rules as established by the Owners'

Association.

e. Development Standards: The development shall be subject to the following standards. These standards shall be incorporated in the Neighborhood Design Guide that is to be filed with the Final Development Plans and made part of the Covenants and Restrictions. Compliance with these standards shall be determined by a Design Review Board, which shall have the power as defined in the Neighborhood Design Code to grant variances to these standards.

1) Building and Lot Restrictions: All building design and site planning shall be governed by a "Traditional Neighborhood Development" Code (herein after referred to as "Code"). The Code will be submitted with the first Final Development Plan and will incorporate the following basic standards:

- a) Building Size: No more than eight (8) attached single-family residential units may be included in a single building.
- b) Maximum building height: Maximum building heights shall be as follows:
 - i) Townhouses – Forty (40) feet or three habitable stories, whichever is less.
 - ii) Single-family – Thirty-five (35) feet or three habitable stories, whichever is less.
 - iii) If parking or non-habitable storage space is provided at ground level, such space shall not count as a story.
 - iv) Building height is measured from grade to the mid-point between the eave and the ridge line of the roof. Cupolas and similar decorative or mechanical appurtenances may extend above the ridge line of the roof by no more than five (5) feet. Chimneys may exceed the height limit as required by the Building Code.
- c) Roof color: All roofing materials shall have dark, non-reflective earth tone colors.
- d) Building Lot and Coverage:
 - i) Townhouse Lot: Shall have a minimum land area of 1,600 square feet, a minimum width of 25 feet at the front lot line and a maximum building coverage of 70%. All townhouse lots will be clustered around the boat basin as illustrated on the Preliminary Development Plan.
 - ii) Single-family lot: Shall have a minimum land area of 4,500 square feet, a minimum width of 45 feet at the front lot line (35 feet if on a cul-de-sac or curve), and a maximum building coverage of 60%.
 - iii) Lots shall be net of wetlands, submerged areas, upland buffers and roadways.
- e) Building Setbacks: To be as determined in the Final Development Plan(s). All buildings shall be designed and sited to maximize the preservation of trees and all site plans shall be approved pursuant to the Code
- f) Impervious area shall not exceed 75%, exclusive of any pond areas.

- g) Any items not covered in these PUD conditions or the Code shall be governed by the conditions of the RS-1 zoning district of the Nassau County Zoning Code.

2) Boat Basin and Piers: The Project shall include docking facilities as follows:

- a) An upland boat basin that shall accommodate no more than ninety (90) pleasure boats, contain fresh water and be separated for the tidal influence of salt water in adjoining Nassau Sound by a lock system located in the access channel which shall be used for boat ingress and egress. Two lock fenders shall be provided at the entrance into the basin and shall be constructed to the minimum length and other design requirements of the SJRWMD and the U.S. Army Corps of Engineers permits. The boat basin shall be sited to minimize the removal of mature canopy vegetation. Live-aboards and sale of fuel will not be permitted.
- b) The development of no more than four (4) fishing and observation piers along the shoreline for the use of project property owners and guests for fishing, viewing and other passive activities, but not including the docking of motorized water craft of any size. Three piers shall be permitted on the ICW shoreline. One of these ICW piers shall be located in the 5.75 public access park located at the northern end of the Project and its length shall be as determined by the County. One pier may be constructed south of the entry to the boat basin and one north of the entry to the boat basin. These two piers may extend to provide two feet of water under the pier head at mean low tide, but shall not exceed 170 feet in length. One pier may be constructed on the marsh side of the island and shall not exceed 170 feet in length. . All of the piers shall be designed to the minimum criteria of the permitting agencies, shall be handicapped accessible, shall have T-heads of no more than twenty (20) feet in length, and shall be constructed with consistent design elements (materials, forms, colors, fixtures, etc) and reflective of the design themes established in the Neighborhood Design Guide.
- c) Permitting: Construction of the boat basin and piers shall be subject to appropriate permits granted by Nassau County, the SJRWMD and/or the U.S. Army Corps of Engineers (USCoE). The docks will be designed and built to incorporate common design features in order to provide an image consistent with the design intent of the Island. The docks shall be located at sites that minimize impacts upon wetlands and submerged grasses.
- d) The covenants and restrictions on all residential lots that abut the shoreline shall prohibit the permitting and construction of private residential boat docks and ramps. This prohibition shall be included in the SJRWMD and USCoE permits.

3) Open Space, Preservation and Buffer Areas:

- a) **Open Space:** Open space areas shall be provided throughout the Neighborhood and as defined on the Final Development Plan.
 - b) **Preservation Areas:** The wetland and open water areas surrounding much of the fringe of the upland portions of Crane Island and encompassing approximately 130 acres shall be protected by a conservation easement that shall be granted to an appropriate entity. The area of the conservation easement shall be defined to encompass jurisdictional wetland area surrounding the upland portions of the Island as approved by SJRWMD and the upland buffers that are provided in accordance with SJRWMD and County rules, and subject to the accommodation of permitted wetland impacts for supporting the proposed development as approved by the County, SJRWMD, USCoE and other permitting agencies. The conservation easement shall have the meaning as prescribed by Section 704.06 Florida Statutes. shall be provided to the County upon approval of the Final Development Plan.
 - c) **Buffers:** Buffers or setbacks shall be provided adjacent to all wetland preservation areas in accordance with the applicable rules of the St. Johns River Water Management District. A multi-purpose, non-vehicular trail with a surface of pervious materials shall be permitted within the wetland buffer as permitted by SJRWMD. Such buffers shall be mapped on the Final Development Plan and shall be included in the preservation easement on the wetlands. Crossings of the buffer for the boat basin, utilities and drainage facilities will be identified and approved as part of the permitting process.
 - d) **Canopy Buffers:** In any location where the wetland buffer is less than 30 feet wide, an additional "canopy buffer" to be located immediately landward of the wetland buffer shall be provided so that the total buffer (wetland plus canopy) shall be a minimum of 30-feet in width. The healthy, native hardwood trees within this canopy buffer will be preserved. A multi-purpose, non-vehicular trail with a surface of pervious materials shall be permitted within the canopy buffer. Trees may be removed in the buffer for the boat basin access channel, walkways to the community docks, and construction of essential utility and stormwater discharge lines, with such lines only being permitted to cross the buffer at no less than a 70-degree angle. This buffer will be preserved by appropriate restrictive covenants. This buffer will not be included in the area covered by the wetland preservation easement.
- 4) **Streets:** The streets within the Project shall be private and developed according to the following standards:

Classifications >	Large Street Two-Way	Street Two-Way	Road Two-Way	Small Street One-Way	Small Road (Alley) One-Way
Standards v					
Design Speed	20 MPH	20 MPH	15 MPH	15 MPH	10 MPH
Pavement Width	30 ft.	20 ft.	17 ft.	17 ft.	8 ft.
R-O-W Width	50 ft.	45 ft.	30 ft.	25 ft.	20 ft.
Max. Curb Radius	15 ft.	15 ft.	10 ft.	10 ft.	8 ft.
Ped. Crossing Time	10 sec.	8 sec.	5 sec.	4 sec.	3 sec.
Drainage	Curb	Curb	Open Section	Curb	Open

5) Signage:

a) **Permanent Signage:** The Project may have the following permanent signs:

- a) An entry feature and related project identification signage at a Primary Entrance that is within the Property. The Primary Entrance identification sign(s) shall not exceed one hundred and fifty (150) square feet on each face, exclusive of any portion of a decorative wall(s) to which the sign might be affixed.
- b) No more than three "off-site" directional signs located within the right-of-way of the access street between the southern end of Bailey Road and the Property. Each "off-site" directional sign shall not exceed twenty (20) square feet.
- c) A sign which identifies the park which is accessible to the general public and provides rules governing operations and access. This park sign shall not exceed twenty (20) square feet.
- d) General information and regulatory signs: Such signs shall be permitted throughout the Project and each shall not exceed two (2) square feet.
- e) All Project signs may either be designed as ground-mounted signs or integrated into or mounted on landscape features such as walls and fences. All lighting of signs may be sign mounted or ground mounted light units projecting onto the sign. The sign(s) at the Primary Entrance may be single faced or double faced and the Primary Entrance signage may include two (2) separate signs, one on each side of the entrance. All signage features shall have a maximum height of 13-feet above existing grade. The design of the permanent signage shall be submitted with the first Final Development Plan.

b) **Temporary Signage:** Temporary marketing and/or promotional signage shall be allowed within the Project adjacent to the Primary Entrance until all of the residential units are sold (the "Temporary Marketing Signage"). The Temporary

Marketing Signage may consist of up to two (2) marketing signs at the Primary Entrance, a marketing sign at the project sales office, and signs at each residential unit and building. The Temporary Marketing Signs located at the Primary Entrance and at the sales office may be single faced or double faced and each sign shall be limited to a maximum cumulative signage area of no more than one hundred (100) square feet. The signs at each single-family and townhouse residential unit shall not exceed four (4) square feet.

- c) Temporary construction signage shall be allowed along Bailey Road, the access road and project streets in order to improve the circulation of construction vehicles and minimize traffic impacts. Such signage shall be maintained in a clear and legible condition throughout the time needed to support the construction process, and shall be removed upon completion of construction or when no longer required.
 - d) Traffic and street name signage may include aesthetic framing, posts and other appurtenances; however, any applicable County and FDOT standards for sign face, elevations, etc. will be maintained by the Developer and/or applicable Owners' Association as appropriate to these conditions. Street and informational signs are not required to meet standard color schemes for public street signs. All regulatory signs shall be standard color and size.
- 6) Tree Protection and Landscaping:
- a) Tree Protection: All due effort shall be made to protect and maintain all healthy trees on the site. The following standards will apply:
 - i) Professional Arborist Evaluation: Prior to any development activity, the health of all trees on the site will be evaluated by a professional, certified arborist to determine health of all native trees as defined by the County's tree ordinance. The removal of any existing live oak, magnolia or other native hardwood trees that are determined to be unhealthy and in need of removal shall be identified in the landscape plan, and removal the removal of such trees shall not require mitigation.
 - ii) Buffers: Trees may only be removed from buffer areas as needed to accommodate utilities, drainage structures, and the access channel to the boat basin. Unhealthy trees will be retained in the buffers unless their condition is determined to present a safety problem.
 - iii) Streets and Roads: All streets and roads, as defined in the table at e.4) above, shall be designed and constructed at a minimum elevation above existing grade with minimum fill. The pavement of Large Streets shall be impervious with the asphalt pavement and sub-base being designed to

County standards. Decorative pavement inserts shall be permitted. Pervious pavement materials (such as brick or concrete pavers) may be used on the advice on an arborist for the protection of tree root zones. For all other Streets and Roads, the pavement may be either pervious (including shell-sand mix, brick or concrete pavers, or other materials) or impervious materials. The edge of the pavement of Large Streets shall be at least 2 feet from the base of trees. No separation is required between the edge of the pavement of the Streets and Roads, and Small Streets and Small Roads and the base of trees.

- iv) Building Foundations: All habitable buildings shall be constructed on stem-wall, pier or pile foundations. Non-habitable buildings, such as garages and storage buildings, may be constructed at grade.
- v) Building Siting: All buildings are to be designed and sited within their respective lots so as to maximize the protection of native trees. The removal of trees within building lots shall be governed by the Design Review Board as provided in the Neighborhood Design Code.
- vi) Excavated Materials: Suitable materials that are excavated from the boat basin and retention ponds may be used for the grading of streets and roads, for the grading of driveways, and for fill within stem-wall foundations of structures. All excavated material that is not so utilized on site shall be removed from the site.
- vii) Nothing contained herein shall alter the applicability of the provisions of Article 37 of the Zoning Code, as may be amended from time to time.

b) Landscaping: All landscaping within the Project shall be in accordance with the standards established in the Neighborhood Design Code. Plant materials contained in the Code shall be consistent with those provided in the County's landscape code. A landscape plan for each phase of development shall be submitted with the first Final Development Plan. The removal of any existing live oak, magnolia or other native hardwood trees that are determined to be unhealthy and in need of removal shall be identified in the landscape plan and such removal approved by the County in accordance with the definitions of the County landscape code. The large maturing trees provided in the landscape plans for the project and the access road (subject to approval by the City of Fernandina Beach) shall be counted as part of the mitigation requirements that may otherwise be required for trees that have to be removed for development on the site. All trees that are planted to mitigate tree removal shall be planted in a location that will support

growth of the trees to their normal mature size. Each single-family lot shall have a minimum of two native hardwood trees, either retained or planted. Planted trees may count toward mitigation requirements. Invasive and prohibited vegetation that may damage native materials will be removed. Recreational trails that are surfaced with crushed shell or mulch may be allowed to meander through open space and buffer areas and shall be defined on the landscape plan. No site clearing shall occur on the site until approval of the Final Development Plan and attendant landscape plan.

- 7) Site Construction Standards: Except as specifically provided herein, all development in the Project shall be in accordance with the County's subdivision and land development standards, applicable State standards and the standards of applicable utility providers, in effect as of the date of this Resolution. Prior to the issuance of any building permit, other than foundation-only permits, for a residential building or recreational facilities, water mains and fire hydrants shall be installed and operational and the sub-base of adequate streets to provide access to construction sites shall be stabilized.
- 8) Parking: Parking shall be provided at the rate of two spaces per residential unit. If garages are provided within the residential structures, such spaces shall count for at least one-half of this requirement, with the remaining space being provided either on the lot or adjacent street.
- 9) Utilities: All sewer, water, electrical, telephone and cable distribution lines, and collection lines will be constructed underground where possible, unless stated otherwise or as required by the respective franchise companies. Above ground utility elements such as transformers and switching boxes will be screened and/or landscaped. All utilities shall be provided in accordance with the rules and regulations established by the appropriate governmental agency. Ownership, maintenance and operation of the water, sewer, electrical, telephone and other service utilities will be the responsibility of the respective franchise companies serving the area. Temporary overhead power and telephone lines as well as construction "drop" poles at each structure may be used during construction until such time as underground service is available.
- 10) Pedestrian Walkways:
 - a) A system of walkways a minimum of five (5) feet in width shall be installed to provide a pedestrian circulation system throughout the Project. Such walkways may meander to avoid existing trees and to add variety to the landscape design.
 - b) Access Street Walkway: The Developer shall construct a walkway at least five (5) feet in width along the Access Street from the southern end of Bailey Road to

the Property. The walkway may meander to avoid existing trees and to add variety to the landscape design.

11) Streetlights: Streetlights shall be provided on each street and in all parking areas. Special decorative lighting may be provided at the primary project entrance, at the recreation area and at entrances into defined sub-areas of the site. Shorter, residential and pedestrian scale lighting standards and decorative fixtures as provided by the electric utility company will be utilized. A lighting plan demonstrating the location of streetlights shall be submitted with final engineering plans for approval by the County.

12) Stormwater Management Facilities: All stormwater management facilities shall be permitted by and constructed to the standards of the SJRWMD whereby fences are not required, and shall be conveyed to the Owners' Association which shall have responsibility for maintenance and insurance. The Developer shall secure all required SJRWMD permits, and any applicable County permits, for stormwater facilities before final approval of the first Final Development Plan.

3. Public Disclosure and Indemnification: The Developer, or its designated successor, assign or designee, will be required to maintain a copy of the approved Ordinance, including the Preliminary Development and these Conditions in any sales office located on the Project and elsewhere within all sales facilities of Crane Island, which is available for inspection by project property owners, including the posting for public viewing of the Preliminary Development Plan in any sales office. This obligation shall be contained in the deed Covenants and Restrictions that are placed on the Project.

Pursuant to paragraph E of the "Agreement Between the City and the Owners", attached to the Stipulation for Dismissal, the Developer will grant an Avigation Easement prior to the commencement of construction on the access road to Crane Island. The Developer shall indemnify, defend and hold harmless Nassau County from any action arising from any impact of this development on the operation of Fernandina Beach Municipal Airport.

+++++

MITIGATION PLAN FOR CRANE ISLAND DEVELOPMENT
RELATED TO COASTAL HIGH HAZARD AREA

The developers of Crane Island submit this mitigation plan in response to the requirements of HB 1359 and the policy adopted on June 1, 2006 by the Northeast Florida Regional Council. As a result of both these actions, comprehensive plan amendments for density increases in the Coastal High Hazard Area may be permitted under certain circumstances. See pertinent portions of HB 1359 attached.

The bill states in part that

Section (9) (a)— Local governments may elect to comply with rules 9J-5.012 (3) (b) (6) and 9J-5.012 (3) (b) (7). Florida Administrative Code (F.A.C.) by following the provisions below.

1. The adopted level of service for out of county hurricane evacuation is maintained for a category 5 storm event as measured on the Saffir-Simpson scale;

2. A 12-hour evacuation time to shelter is maintained for a category storm event as measured on the Saffir-Simpson scale and shelter space reasonably expected to accommodate the residents of the development contemplated by a proposed comprehensive plan amendment is available; or

3. Appropriate mitigation is provided that will satisfy the provisions of subparagraph 1. or subparagraph 2. Appropriate mitigation shall include, without limitation, payment of money, contribution of land, and construction of hurricane shelters and transportation facilities. Required mitigation shall not exceed the amount required for a developer to accommodate impacts reasonably attributable to development. A local government and a developer shall enter into a binding agreement to memorialize the mitigation plan.

These provisions if met are considered a safe harbor offered by the bill. The county must adopt by 2008 a level of service for a Cat. 5 evacuation as set forth in #1 or accept 16 hours in lieu of county adoption of its own LOS.

F. A. C. 9J 5.012 (3) (b) (6) and (7) state:

6. Direct population concentrations away from known or predicted coastal high hazard areas.

7. Maintain or reduce hurricane evacuation times.

The NEFRC Policy (attached) adopts the rationale of HB 1359 and adds suggested ways to mitigate including density transfers.

Note that either 9 (a) 1, 2, **OR** 3 must be met to meet the requirements of the statute, not all. With the reduction of units in PLM West by the same number of unit increase on Crane Island, the requirement of provision #1 is met. The County has designated all of Amelia Island as a Category 1 hurricane evacuation zone ("HEZ"), therefore both Crane Island and PLM West are located in the Category 1 HEZ and thus it follows that both would be located in the Category 5 evacuation zone. A reduction of units in PLM West and a corresponding increase in Crane Island by the same number of units would maintain the same hurricane evacuation time for all categories of hurricane since both use the same evacuation routes and are both located on Amelia Island, thereby meeting the requirement of 9 (a) #1 above. Regardless of what LOS is subsequently adopted by the county, the offsetting result of the Crane Island-PLM West plan would have no net increase in evacuation time.

In addition, the density offset in PLM which corresponds to the density increase in Crane Island is a reasonable plan for binding mitigation which is confirmed in the pending change to the NOPC

which evidences the unit decrease and the PUD for Crane Island which limits the total number of units, thereby meeting the requirement of 9 (a) #3 above.

It is also important to note that Crane Island is not the subject of a comprehensive plan amendment which triggers the analysis provided by HB 1359. However Opinion 2 rendered by County Attorney Michael Mullin stated that Policy 5.05.06A required an offsetting amendment since he opined that there was an increase in density in the Coastal High Hazard Area as a result of units being added to Crane Island.

Policy 5.05.06A states:

To maintain the maximum evacuation time, the County shall not allow an overall increase in the density of land use that is allowed by the Future Land Use Map within the Coastal High Hazard Area (CHHA)

Interestingly, since all of Amelia Island has been determined to be a Category #1 HEZ, whether or not property which is the subject of a density reduction is located in the CHHA should make no difference so long as the offset results in no net increase in the evacuation time for the Island. Here, both properties are located on Amelia Island and both use the same evacuation routes therefore the increase in density on Crane Island and the corresponding decrease in PLM West would meet the intent of Policy 5.05.06A regardless of whether PLM is located in the CHHA. Notwithstanding the foregoing, portions of PLM West are located in the CHHA. Therefore, if the County applies the most conservative interpretation of Policy 5.05.06A, the mitigation plan offered by PLM West would still comply with Policy 5.05.06 A. Such a narrow interpretation is not necessary in light of HB 1359 and the new NEFRC policy which recognizes density transfers as a reasonable means of mitigation for plan amendments resulting in density increases in the CHHA. Again, it is emphasized that the Crane Island-PLM West offset does not involve a plan amendment resulting in density increases in the CHHA

This approach would not necessarily be applicable elsewhere in Nassau County off Amelia Island when a comprehensive plan amendment is proposed in the CHHA and properties proposed for the offset may not be in the same HEZ or use the same evacuation routes. Each case should be evaluated by its own set of facts in light of the requirements of HB 1359 and the new policy adopted by the NEFRC.

SOURCE: FLORIDA B.L.M. DIGITAL LINE GRAPH (DLG) - AMELIA ISLAND

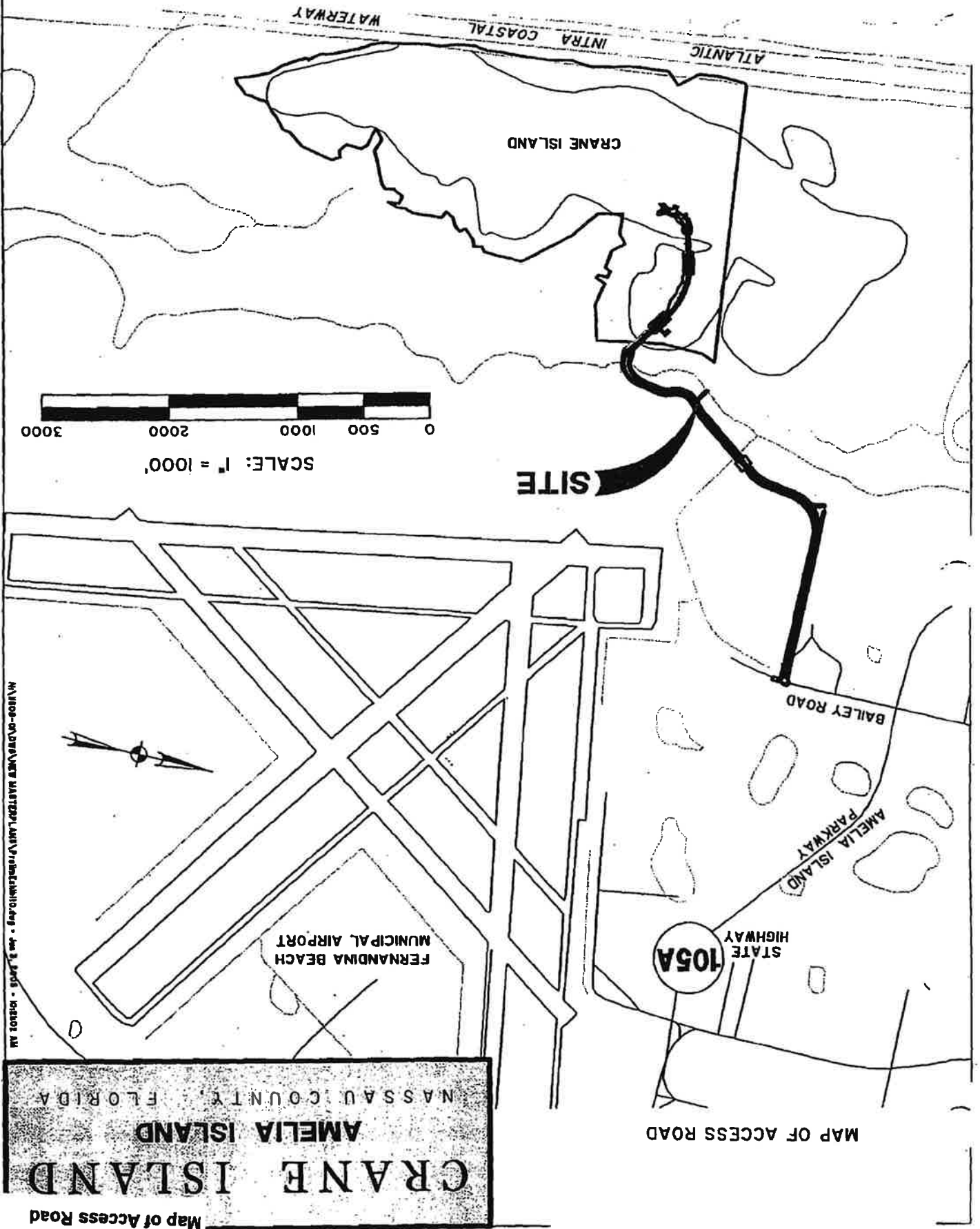


Exhibit D-1:
Map of Access Road

CRANE ISLAND

AMELIA ISLAND

NASSAU COUNTY, FLORIDA

MAP OF ACCESS ROAD

YBOR ALVAREZ
SPORTS COMPLEX

FERNANDINA BEACH
MUNICIPAL AIRPORT

FERNANDINA BEACH
MUNICIPAL AIRPORT

OCEAN BREEZE FARMS

MARSHES OF
AMELIA ISLAND

FLORIDA ISLAND
NAVIGATION DISTRICT
(F.I.N.D.)

CRANE ISLAND

ATLANTIC INTRACOASTAL WATERWAY

SCALE: 1" = 600'
300 600 1200 1800

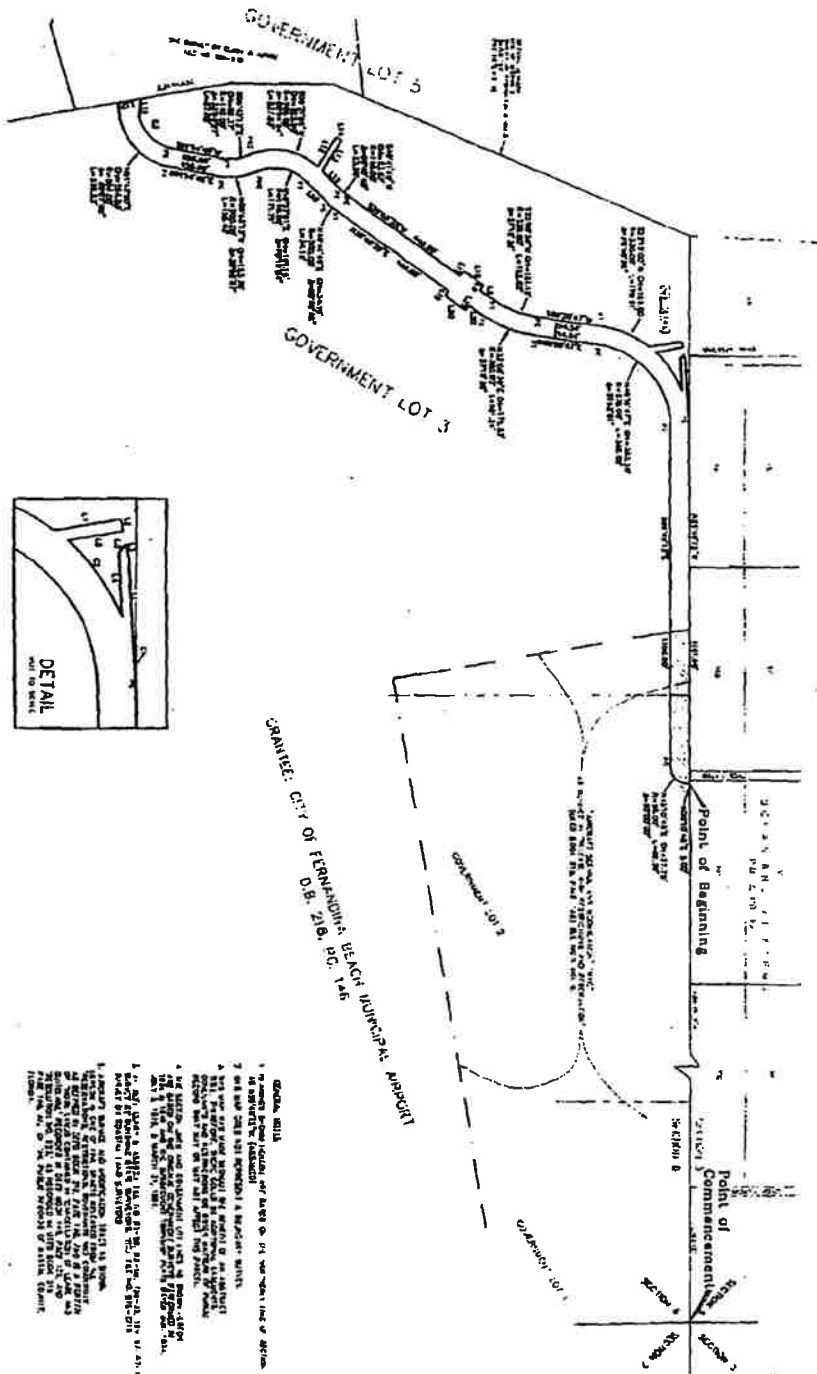


MAKES-ON-DRIVEWAY MASTON, INC. FERNANDINA, FLORIDA - JUN 3, 2008 - 10:20:03 AM

Map - Loring

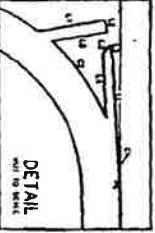
Map of Loring, California, showing the location of the Loring Air Force Base, the Loring Naval Air Station, and the Loring Naval Air Station Annex. The map also shows the Loring Naval Air Station Annex, the Loring Naval Air Station, and the Loring Naval Air Station Annex.

The map shows the Loring Naval Air Station, the Loring Naval Air Station Annex, and the Loring Naval Air Station Annex. The map also shows the Loring Naval Air Station Annex, the Loring Naval Air Station, and the Loring Naval Air Station Annex.



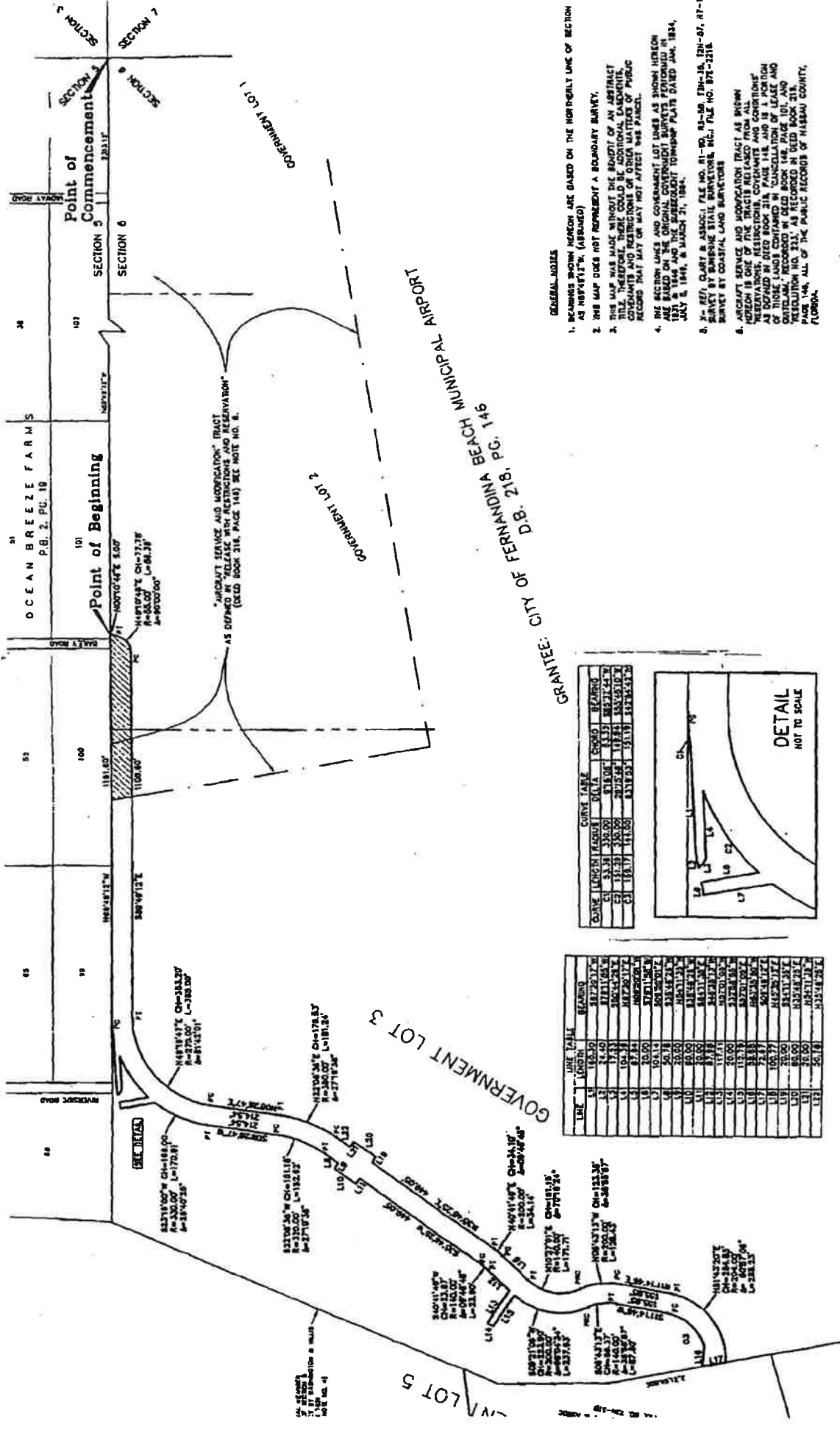
Lot	Area	Owner
1	1.00	State of California
2	1.00	State of California
3	1.00	State of California
4	1.00	State of California
5	1.00	State of California
6	1.00	State of California
7	1.00	State of California
8	1.00	State of California
9	1.00	State of California
10	1.00	State of California

Lot	Area	Owner
1	1.00	State of California
2	1.00	State of California
3	1.00	State of California
4	1.00	State of California
5	1.00	State of California
6	1.00	State of California
7	1.00	State of California
8	1.00	State of California
9	1.00	State of California
10	1.00	State of California



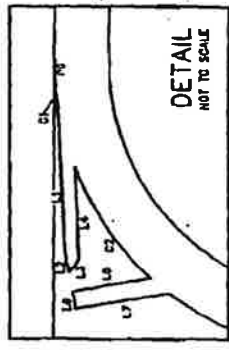
CLARY & ASSOCIATES, INC.
 1000 17th Street, Suite 1000
 San Francisco, CA 94103
 Phone: (415) 774-1000
 Fax: (415) 774-1001
 E-mail: info@clary.com

FILE No. T2N-52



LINE TABLE

LINE	LENGTH	BEARING
1	10.00	S 10° 00' 00" E
2	10.00	S 10° 00' 00" E
3	10.00	S 10° 00' 00" E
4	10.00	S 10° 00' 00" E
5	10.00	S 10° 00' 00" E
6	10.00	S 10° 00' 00" E
7	10.00	S 10° 00' 00" E
8	10.00	S 10° 00' 00" E
9	10.00	S 10° 00' 00" E
10	10.00	S 10° 00' 00" E
11	10.00	S 10° 00' 00" E
12	10.00	S 10° 00' 00" E
13	10.00	S 10° 00' 00" E
14	10.00	S 10° 00' 00" E
15	10.00	S 10° 00' 00" E
16	10.00	S 10° 00' 00" E
17	10.00	S 10° 00' 00" E
18	10.00	S 10° 00' 00" E
19	10.00	S 10° 00' 00" E
20	10.00	S 10° 00' 00" E
21	10.00	S 10° 00' 00" E
22	10.00	S 10° 00' 00" E
23	10.00	S 10° 00' 00" E
24	10.00	S 10° 00' 00" E
25	10.00	S 10° 00' 00" E
26	10.00	S 10° 00' 00" E
27	10.00	S 10° 00' 00" E
28	10.00	S 10° 00' 00" E
29	10.00	S 10° 00' 00" E
30	10.00	S 10° 00' 00" E
31	10.00	S 10° 00' 00" E
32	10.00	S 10° 00' 00" E
33	10.00	S 10° 00' 00" E
34	10.00	S 10° 00' 00" E
35	10.00	S 10° 00' 00" E
36	10.00	S 10° 00' 00" E
37	10.00	S 10° 00' 00" E
38	10.00	S 10° 00' 00" E
39	10.00	S 10° 00' 00" E
40	10.00	S 10° 00' 00" E
41	10.00	S 10° 00' 00" E
42	10.00	S 10° 00' 00" E
43	10.00	S 10° 00' 00" E
44	10.00	S 10° 00' 00" E
45	10.00	S 10° 00' 00" E
46	10.00	S 10° 00' 00" E
47	10.00	S 10° 00' 00" E
48	10.00	S 10° 00' 00" E
49	10.00	S 10° 00' 00" E
50	10.00	S 10° 00' 00" E
51	10.00	S 10° 00' 00" E
52	10.00	S 10° 00' 00" E
53	10.00	S 10° 00' 00" E
54	10.00	S 10° 00' 00" E
55	10.00	S 10° 00' 00" E
56	10.00	S 10° 00' 00" E
57	10.00	S 10° 00' 00" E
58	10.00	S 10° 00' 00" E
59	10.00	S 10° 00' 00" E
60	10.00	S 10° 00' 00" E
61	10.00	S 10° 00' 00" E
62	10.00	S 10° 00' 00" E
63	10.00	S 10° 00' 00" E
64	10.00	S 10° 00' 00" E
65	10.00	S 10° 00' 00" E
66	10.00	S 10° 00' 00" E
67	10.00	S 10° 00' 00" E
68	10.00	S 10° 00' 00" E
69	10.00	S 10° 00' 00" E
70	10.00	S 10° 00' 00" E
71	10.00	S 10° 00' 00" E
72	10.00	S 10° 00' 00" E
73	10.00	S 10° 00' 00" E
74	10.00	S 10° 00' 00" E
75	10.00	S 10° 00' 00" E
76	10.00	S 10° 00' 00" E
77	10.00	S 10° 00' 00" E
78	10.00	S 10° 00' 00" E
79	10.00	S 10° 00' 00" E
80	10.00	S 10° 00' 00" E
81	10.00	S 10° 00' 00" E
82	10.00	S 10° 00' 00" E
83	10.00	S 10° 00' 00" E
84	10.00	S 10° 00' 00" E
85	10.00	S 10° 00' 00" E
86	10.00	S 10° 00' 00" E
87	10.00	S 10° 00' 00" E
88	10.00	S 10° 00' 00" E
89	10.00	S 10° 00' 00" E
90	10.00	S 10° 00' 00" E
91	10.00	S 10° 00' 00" E
92	10.00	S 10° 00' 00" E
93	10.00	S 10° 00' 00" E
94	10.00	S 10° 00' 00" E
95	10.00	S 10° 00' 00" E
96	10.00	S 10° 00' 00" E
97	10.00	S 10° 00' 00" E
98	10.00	S 10° 00' 00" E
99	10.00	S 10° 00' 00" E
100	10.00	S 10° 00' 00" E



- GENERAL NOTES
1. BEARINGS SHOWN HEREON ARE BASED ON THE HORIZONTAL LINE OF SECTION 6 AS REPRESENTED BY THE (ASSUMED)
 2. THIS MAP DOES NOT REPRESENT A BOUNDARY SURVEY.
 3. THIS MAP WAS MADE WITHOUT THE BENEFIT OF AN ABSTRACT TITLE. THEREFORE, THERE COULD BE ADDITIONAL CLAIMANTS, CO-OWNERS AND INTERESTS IN THE LANDS SHOWN HEREON. FURTHER, THE PUBLIC RECORDS OF HESSE COUNTY, FLORIDA, MAY BE NOT ATTEST THE FACT.
 4. THE SECTION LINES AND GOVERNMENT LOT LINES AS SHOWN HEREON ARE BASED ON THE GOVERNMENT SURVEY OF THE PUBLIC LANDS OF THE UNITED STATES, AND THE SUBSEQUENT TOWNSHIP PLATS DATED JAN. 1834, JULY 8, 1849, & MARCH 21, 1864.
 5. REF. CLARY & ASSOCIATES, FILE NO. 81-80, 82-88, 83-15, 84-16, 85-17, 86-18, 87-19, 88-20, 89-21, 90-22, 91-23, 92-24, 93-25, 94-26, 95-27, 96-28, 97-29, 98-30, 99-31, 100-32, 101-33, 102-34, 103-35, 104-36, 105-37, 106-38, 107-39, 108-40, 109-41, 110-42, 111-43, 112-44, 113-45, 114-46, 115-47, 116-48, 117-49, 118-50, 119-51, 120-52, 121-53, 122-54, 123-55, 124-56, 125-57, 126-58, 127-59, 128-60, 129-61, 130-62, 131-63, 132-64, 133-65, 134-66, 135-67, 136-68, 137-69, 138-70, 139-71, 140-72, 141-73, 142-74, 143-75, 144-76, 145-77, 146-78, 147-79, 148-80, 149-81, 150-82, 151-83, 152-84, 153-85, 154-86, 155-87, 156-88, 157-89, 158-90, 159-91, 160-92, 161-93, 162-94, 163-95, 164-96, 165-97, 166-98, 167-99, 168-100, 169-101, 170-102, 171-103, 172-104, 173-105, 174-106, 175-107, 176-108, 177-109, 178-110, 179-111, 180-112, 181-113, 182-114, 183-115, 184-116, 185-117, 186-118, 187-119, 188-120, 189-121, 190-122, 191-123, 192-124, 193-125, 194-126, 195-127, 196-128, 197-129, 198-130, 199-131, 200-132, 201-133, 202-134, 203-135, 204-136, 205-137, 206-138, 207-139, 208-140, 209-141, 210-142, 211-143, 212-144, 213-145, 214-146, 215-147, 216-148, 217-149, 218-150, 219-151, 220-152, 221-153, 222-154, 223-155, 224-156, 225-157, 226-158, 227-159, 228-160, 229-161, 230-162, 231-163, 232-164, 233-165, 234-166, 235-167, 236-168, 237-169, 238-170, 239-171, 240-172, 241-173, 242-174, 243-175, 244-176, 245-177, 246-178, 247-179, 248-180, 249-181, 250-182, 251-183, 252-184, 253-185, 254-186, 255-187, 256-188, 257-189, 258-190, 259-191, 260-192, 261-193, 262-194, 263-195, 264-196, 265-197, 266-198, 267-199, 268-200, 269-201, 270-202, 271-203, 272-204, 273-205, 274-206, 275-207, 276-208, 277-209, 278-210, 279-211, 280-212, 281-213, 282-214, 283-215, 284-216, 285-217, 286-218, 287-219, 288-220, 289-221, 290-222, 291-223, 292-224, 293-225, 294-226, 295-227, 296-228, 297-229, 298-230, 299-231, 300-232, 301-233, 302-234, 303-235, 304-236, 305-237, 306-238, 307-239, 308-240, 309-241, 310-242, 311-243, 312-244, 313-245, 314-246, 315-247, 316-248, 317-249, 318-250, 319-251, 320-252, 321-253, 322-254, 323-255, 324-256, 325-257, 326-258, 327-259, 328-260, 329-261, 330-262, 331-263, 332-264, 333-265, 334-266, 335-267, 336-268, 337-269, 338-270, 339-271, 340-272, 341-273, 342-274, 343-275, 344-276, 345-277, 346-278, 347-279, 348-280, 349-281, 350-282, 351-283, 352-284, 353-285, 354-286, 355-287, 356-288, 357-289, 358-290, 359-291, 360-292, 361-293, 362-294, 363-295, 364-296, 365-297, 366-298, 367-299, 368-300, 369-301, 370-302, 371-303, 372-304, 373-305, 374-306, 375-307, 376-308, 377-309, 378-310, 379-311, 380-312, 381-313, 382-314, 383-315, 384-316, 385-317, 386-318, 387-319, 388-320, 389-321, 390-322, 391-323, 392-324, 393-325, 394-326, 395-327, 396-328, 397-329, 398-330, 399-331, 400-332, 401-333, 402-334, 403-335, 404-336, 405-337, 406-338, 407-339, 408-340, 409-341, 410-342, 411-343, 412-344, 413-345, 414-346, 415-347, 416-348, 417-349, 418-350, 419-351, 420-352, 421-353, 422-354, 423-355, 424-356, 425-357, 426-358, 427-359, 428-360, 429-361, 430-362, 431-363, 432-364, 433-365, 434-366, 435-367, 436-368, 437-369, 438-370, 439-371, 440-372, 441-373, 442-374, 443-375, 444-376, 445-377, 446-378, 447-379, 448-380, 449-381, 450-382, 451-383, 452-384, 453-385, 454-386, 455-387, 456-388, 457-389, 458-390, 459-391, 460-392, 461-393, 462-394, 463-395, 464-396, 465-397, 466-398, 467-399, 468-400, 469-401, 470-402, 471-403, 472-404, 473-405, 474-406, 475-407, 476-408, 477-409, 478-410, 479-411, 480-412, 481-413, 482-414, 483-415, 484-416, 485-417, 486-418, 487-419, 488-420, 489-421, 490-422, 491-423, 492-424, 493-425, 494-426, 495-427, 496-428, 497-429, 498-430, 499-431, 500-432, 501-433, 502-434, 503-435, 504-436, 505-437, 506-438, 507-439, 508-440, 509-441, 510-442, 511-443, 512-444, 513-445, 514-446, 515-447, 516-448, 517-449, 518-450, 519-451, 520-452, 521-453, 522-454, 523-455, 524-456, 525-457, 526-458, 527-459, 528-460, 529-461, 530-462, 531-463, 532-464, 533-465, 534-466, 535-467, 536-468, 537-469, 538-470, 539-471, 540-472, 541-473, 542-474, 543-475, 544-476, 545-477, 546-478, 547-479, 548-480, 549-481, 550-482, 551-483, 552-484, 553-485, 554-486, 555-487, 556-488, 557-489, 558-490, 559-491, 560-492, 561-493, 562-494, 563-495, 564-496, 565-497, 566-498, 567-499, 568-500, 569-501, 570-502, 571-503, 572-504, 573-505, 574-506, 575-507, 576-508, 577-509, 578-510, 579-511, 580-512, 581-513, 582-514, 583-515, 584-516, 585-517, 586-518, 587-519, 588-520, 589-521, 590-522, 591-523, 592-524, 593-525, 594-526, 595-527, 596-528, 597-529, 598-530, 599-531, 600-532, 601-533, 602-534, 603-535, 604-536, 605-537, 606-538, 607-539, 608-540, 609-541, 610-542, 611-543, 612-544, 613-545, 614-546, 615-547, 616-548, 617-549, 618-550, 619-551, 620-552, 621-553, 622-554, 623-555, 624-556, 625-557, 626-558, 627-559, 628-560, 629-561, 630-562, 631-563, 632-564, 633-565, 634-566, 635-567, 636-568, 637-569, 638-570, 639-571, 640-572, 641-573, 642-574, 643-575, 644-576, 645-577, 646-578, 647-579, 648-580, 649-581, 650-582, 651-583, 652-584, 653-585, 654-586, 655-587, 656-588, 657-589, 658-590, 659-591, 660-592, 661-593, 662-594, 663-595, 664-596, 665-597, 666-598, 667-599, 668-600, 669-601, 670-602, 671-603, 672-604, 673-605, 674-606, 675-607, 676-608, 677-609, 678-610, 679-611, 680-612, 681-613, 682-614, 683-615, 684-616, 685-617, 686-618, 687-619, 688-620, 689-621, 690-622, 691-623, 692-624, 693-625, 694-626, 695-627, 696-628, 697-629, 698-630, 699-631, 700-632, 701-633, 702-634, 703-635, 704-636, 705-637, 706-638, 707-639, 708-640, 709-641, 710-642, 711-643, 712-644, 713-645, 714-646, 715-647, 716-648, 717-649, 718-650, 719-651, 720-652, 721-653, 722-654, 723-655, 724-656, 725-657, 726-658, 727-659, 728-660, 729-661, 730-662, 731-663, 732-664, 733-665, 734-666, 735-667, 736-668, 737-669, 738-670, 739-671, 740-672, 741-673, 742-674, 743-675, 744-676, 745-677, 746-678, 747-679, 748-680, 749-681, 750-682, 751-683, 752-684, 753-685, 754-686, 755-687, 756-688, 757-689, 758-690, 759-691, 760-692, 761-693, 762-694, 763-695, 764-696, 765-697, 766-698, 767-699, 768-700, 769-701, 770-702, 771-703, 772-704, 773-705, 774-706, 775-707, 776-708, 777-709, 778-710, 779-711, 780-712, 781-713, 782-714, 783-715, 784-716, 785-717, 786-718, 787-719, 788-720, 789-721, 790-722, 791-723, 792-724, 793-725, 794-726, 795-727, 796-728, 797-729, 798-730, 799-731, 800-732, 801-733, 802-734, 803-735, 804-736, 805-737, 806-738, 807-739, 808-740, 809-741, 810-742, 811-743, 812-744, 813-745, 814-746, 815-747, 816-748, 817-749, 818-750, 819-751, 820-752, 821-753, 822-754, 823-755, 824-756, 825-757, 826-758, 827-759, 828-760, 829-761, 830-762, 831-763, 832-764, 833-765, 834-766, 835-767, 836-768, 837-769, 838-770, 839-771, 840-772, 841-773, 842-774, 843-775, 844-776, 845-777, 846-778, 847-779, 848-780, 849-781, 850-782, 851-783, 852-784, 853-785, 854-786, 855-787, 856-788, 857-789, 858-790, 859-791, 860-792, 861-793, 862-794, 863-795, 864-796, 865-797, 866-798, 867-799, 868-800, 869-801, 870-802, 871-803, 872-804, 873-805, 874-806, 875-807, 876-808, 877-809, 878-810, 879-811, 880-812, 881-813, 882-814, 883-815, 884-816, 885-817, 886-818, 887-819, 888-820, 889-821, 890-822, 891-823, 892-824, 893-825, 894-826, 895-827, 896-828, 897-829, 898-830, 899-831, 900-832, 901-833, 902-834, 903-835, 904-836, 905-837, 906-838, 907-839, 908-840, 909-841, 910-842, 911-843, 912-844, 913-845, 914-846, 915-847, 916-848, 917-849, 918-850, 919-851, 920-852, 921-853, 922-854, 923-855, 924-856, 925-857, 926-858, 927-859, 928-860, 929-861, 930-862, 931-863, 932-864, 933-865, 934-866, 935-867, 936-868, 937-869, 938-870, 939-871, 940-872, 941-873, 942-874, 943-875, 944-876, 945-877, 946-878, 947-879, 948-880, 949-881, 950-882, 951-883, 952-884, 953-885, 954-886, 955-887, 956-888, 957-889, 958-890, 959-891, 960-892, 961-893, 962-894, 963-895, 964-896, 965-897, 966-898, 967-899,



Nassau County Engineering Services Department
96161 Nassau Place
Yulee, Florida 32097

José Deliz, P.E.
Director

Exhibit D-2:

"Development Dual Entrance Standard", Memorandum
To Jose Deliz From Bob Rowland, January 12, 2005

MEMORANDUM

EXHIBIT-C-4- D-2
Development Dual Entrance Standards,
January, 12, 2005 Memorandum

Date: January 12, 2005
To: Jose Deliz, Director
From: Bob Rowland
Subject: Development dual entrance standards
S _____

I have reviewed the letter from Neal Brockmeier of Greenhome & O Mara, Inc, a consulting engineering firm. And have the following comments.

Section 4.8.1 of the Development Review Regulations (Ord 2000-40) states' " All subdivisions consisting of 25 lots or more shall provide at least two (2) points of access subject to the approval of the Development Review Committee. One access may be closed to public access provided that it is approved by the Emergency Services Director or his designee as being accessible to County emergency services."

A question that has continued to come up in reviews is, " How far apart must these two entrances be?" This question is left up to the Development Review Committee to decide and most frequently the Engineering Services department makes a judgment on this question.

I am suggesting the following clarification of this section, which is. Wherever possible, secondary access points must be to separate roads. If this is physically impossible because of topography or adjoining developments without access, then entrances must have a minimum distance of 100 feet between the inside of traveled lanes and access a County Road.

Exception to this minimum distance may be made under the following conditions:

- a. It is not feasible to have exits on separate roads.
- b. The sole access must be to a paved County Road.

YULEE
(904) 491-3609

TOLL FREE
1-800-264-2065

FAX
(904) 491-3611

- c. Internal development streets must be designed so that there is complete access to the entrance from all lots or units.
- d. The distance from the paved edge of the County Road to an internal street, excluding the entrance must not be greater than 200 feet, thus allowing reasonable emergency access to the project interior by foot.
- e. Internal streets must conform to County design standards.

If all of the above conditions are satisfied, then the minimum spacing between the inside of two traffic lanes into the development can be reduced to 20 feet minimum. This can be accomplished by having a 20-foot median or multiple lanes (3 or 4 lanes). These conditions are not intended to be written in stone and limiting further changes, but as one set of circumstances that will be allowed.

Suggest you review this memo and if you agree & make revisions, if desired. Afterwards the memo should be circulated to the entire DRC for their comments and hopefully have their approvals noted. This would satisfy the ordinance requirements. I am also going to send an informal copy to Chris Jackson for her comments.



Nassau County Engineering Services
96161 Nassau Place
Yulee, Florida 32097
Phone: 904-491-3608
Fax: 904-491-3611

José R. Deliz, P.E.
Director

Exhibit E:
Decision Granting Final Certificate
of Concurrency with Conditions

October 4, 2005

Howard M. Landers, AICP
Howard M. Landers Consulting, LLC.
326 Settlers Lane
Charlotte, NC. 28202

Subject: Crane Island

DECISION GRANTING
FINAL CERTIFICATE OF CONCURRENCY WITH CONDITIONS

Upon review of the application for a final concurrency determination pursuant to Section 8, Nassau County, Florida Concurrency Management Ordinance No. 99-06, regarding subject, the Nassau County Engineering Services Department decides as follows:

1. The application for a Final Certificate of Concurrency is granted with conditions, pursuant to Section 8.1.2.2, Ordinance No. 99-06, for a **90-Berth Marina, a 50 dwelling unit (du) Residential Condominium/ Townhouse, and a 119du Single-Family Detached Housing development, Institute of Transportation Engineers (ITE) Land Uses 420, 230, and 210, respectively.** This Final Certificate of Concurrency is conditioned upon the following:
 - a. The development being legally described as shown on Exhibit A and located as shown on Exhibit B (Tax Parcel Map) of the application.
 - b. Prior to the issuance of the Certificate of Occupancy the necessary facilities will be in place to serve the project with potable water and sanitary sewer services.
 - c. Compliance with all other applicable Federal, State, regional and local land development regulations in effect at the time of permitting.
2. The concurrency determination granted herein shall remain in effect for two (2) years pursuant to Section 8.2.2.4 and its sub-parts of Ordinance 99-06, and will expire on **October 4, 2007**, unless the applicant obtains a Development Review Committee Letter of Approval or Final Plat approval, in which case the Certificate of Concurrency shall remain in effect until the expiration of the approved Construction Plans and/or Final Plat to which it applies, or the Certificate of Concurrency is extended by a reservation of capacity pursuant to Section 8.2.2.4.1 or Section 8.4 of Ordinance No. 99-06.
3. If the Certificate of Concurrency expires, a new Final Certificate of Concurrency must be obtained prior to any further development of the project.
4. This decision does not affect any other aspects of the development and improvement standards or requirements, or any other aspect of the development of land or provision of public improvements subject to the County Land Development Regulations, Comprehensive Plan, or other County

CERTIFICATE OF CONCURRENCY

Crane Island

October 4, 2005

Regulations, which shall be operative and remain in full force and effect without limitation with respect to all such development (Section 4, Ordinance No. 99-06). A Final Certificate of Concurrence does not relieve the applicant from applying for other applicable permits or complying with any land development regulation or governmental requirement, nor does the Certificate of Concurrence guarantee the granting of other applicable permits such as rezoning, variances, exceptions, or building permits.

5. This decision may be appealed to the Nassau County Board of County Commissioners. Any appeal must be filed with the Engineering Services Department within fifteen days of the decision. Please see Section 12.1, Ordinance No. 99-06.
6. This decision shall serve as the Final Certificate of Concurrence, issued by the Nassau County Engineering Services Department pursuant to Section 7.5, Ordinance No. 99-06.

Dated this 4th day of October, 2005.



José R. Deliz, P.E.
Engineering Services Director

Cc: Mike G. Mahaney, County Administrator
Chris Jackson, Growth Management Coordinator
Concurrence File

CERTIFICATE OF CONCURRENCY
Crane Island
October 4, 2005

FINDINGS OF FACT

Background

The subject property is located on Crane Island and directly accesses the south side of Amelia Island Parkway via an extension of Bailey Road, just west of the local airport as shown in Exhibit B. The project proposes a **90-Berth Marina, a 50du Residential Condominium/ Townhouse, and a 119du Single-Family Detached Housing development** on approximately 207.44 acres, the zoning of which is currently represented on the application as RS-1, with proposed rezoning to PUD indicated.

Phasing Schedule

The project is planned to be completed in 2 phases, scheduled as follows:

Phase Number	Construction Schedule	Number of Units	Number of ADTs
Phase 1 (Residential)	Year 2006 to Dec. 31, 2008	60du SFD, 25du T/H	847
Phase 1 (Non-Res.)	Year 2006 to Dec. 31, 2008	45 Berths	133
Phase 2 (Residential)	Jan. 1, 2009 to Dec. 31, 2010	59du SFD, 25du T/H	729
Phase 2 (Non-Res.)	Jan. 1, 2009 to Dec. 31, 2010	45 Berths	133
Total			1842

Transportation

Pursuant to Appendix A, Section 5.(c)3. of Ordinance 99-06, the proposed Land Development Traffic Assessment (LDTA) methodology was discussed and agreed upon at a Pre-Application Conference held on June 2, 2005 with Mr. Edward Lehman, Senior Transportation Planner with the Northeast Florida Regional Council, Brad Powell, Interim Concurrence Coordinator for the Nassau County Engineering Services Department and Wayne T. Petrone, Senior Project Manager for King Engineering Associates, Incorporated. The resulting LDTA was received on June 9, 2005.

Per contract dated October 4, 2004, the completed LDTA for a project this size is required to be sent to the Northeast Florida Regional Council (NEFRC) for review. Please see Exhibit D, attached letter dated August 10, 2005 from Mr. Edward Lehman, NEFRC Senior Transportation Planner.

The Nassau County Engineering Services Department agrees with the conclusions on page 16 of subject LDTA, and the subsequent recommendation on page 2 of Mr. Lehman's letter dated August 10, 2005 as illustrated in a basic traffic analysis attached as Exhibit C. The Crane Island development meets traffic concurrency requirements for Nassau County.

Potable Water/Sanitary Sewer

The applicant has indicated that the City of Fernandina Beach Utilities Department has sufficient capacity to provide potable water and sanitary sewer needs for this project per letter dated May 19, 2005 signed by John Mandrick, P.E., City of Fernandina Beach Utilities Director.

CERTIFICATE OF CONCURRENCY

Crane Island

October 4, 2005

Parkland and Open Space

The project is estimated to generate a total of 14.04 acres of recreation demand. Recreation requirements will be addressed by the Nassau County Growth Management Department during the development approval process.

Solid Waste

The proposed project is estimated to generate a demand for 4,921.3 pounds per day of solid waste disposal capacity at completion. Based on the July 12, 2005 projection prepared by Omar Smith, P.E., Golder subconsultant for S2Li, it is estimated that the active West Nassau Class I Landfill has 10.5 years of remaining capacity at the typical fill rate of 1.36 cubic-yards per ton, accounting for a 2.5% annual growth rate, and will be depleted in the year 2016.

Drainage

The applicant must demonstrate compliance with the requirements of all local, state and federal regulatory agencies having jurisdiction over the proposed activity. Signed and sealed construction drawings and calculations demonstrating compliance must be submitted to and approved by the Nassau County Development Review Committee prior to commencement of construction.

MITIGATION PLAN FOR CRANE ISLAND DEVELOPMENT
RELATED TO COASTAL HIGH HAZARD AREA

The developers of Crane Island submit this mitigation plan in response to the requirements of HB 1359 and the policy adopted on June 1, 2006 by the Northeast Florida Regional Council. As a result of both these actions, comprehensive plan amendments for density increases in the Coastal High Hazard Area may be permitted under certain circumstances. See pertinent portions of HB 1359 attached.

The bill states in part that

Section (9) (a)-- Local governments may elect to comply with rules 9J-5.012 (3) (b) (6) and 9J-5.012 (3) (b) (7). Florida Administrative Code (F.A.C.) by following the provisions below.

1. The adopted level of service for out of county hurricane evacuation is maintained for a category 5 storm event as measured on the Saffir-Simpson scale;

2. A 12-hour evacuation time to shelter is maintained for a category storm event as measured on the Saffir-Simpson scale and shelter space reasonably expected to accommodate the residents of the development contemplated by a proposed comprehensive plan amendment is available; or

3. Appropriate mitigation is provided that will satisfy the provisions of subparagraph 1. or subparagraph 2. Appropriate mitigation shall include, without limitation, payment of money, contribution of land, and construction of hurricane shelters and transportation facilities. Required mitigation shall not exceed the amount required for a developer to accommodate impacts reasonably attributable to development. A local government and a developer shall enter into a binding agreement to memorialize the mitigation plan.

These provisions if met are considered a safe harbor offered by the bill. The county must adopt by 2008 a level of service for a Cat. 5 evacuation as set forth in #1 or accept 16 hours in lieu of county adoption of its own LOS.

F. A. C. 9J 5.012 (3) (b) (6) and (7) state:

6. Direct population concentrations away from known or predicted coastal high hazard areas.

7. Maintain or reduce hurricane evacuation times.

The NEFRC Policy (attached) adopts the rationale of HB 1359 and adds suggested ways to mitigate including density transfers.

Note that either 9 (a) 1, 2, OR 3 must be met to meet the requirements of the statute, not all. With the reduction of units in PLM West by the same number of unit increase on Crane Island, the requirement of provision #1 is met. The County has designated all of Amelia Island as a Category 1 hurricane evacuation zone ("HEZ"), therefore both Crane Island and PLM West are located in the Category 1 HEZ and thus it follows that both would be located in the Category 5 evacuation zone. A reduction of units in PLM West and a corresponding increase in Crane Island by the same number of units would maintain the same hurricane evacuation time for all categories of hurricane since both use the same evacuation routes and are both located on Amelia Island, thereby meeting the requirement of 9 (a) #1 above. Regardless of what LOS is subsequently adopted by the county, the offsetting result of the Crane Island-PLM West plan would have no net increase in evacuation time.

In addition, the density offset in PLM which corresponds to the density increase in Crane Island is a reasonable plan for binding mitigation which is confirmed in the pending change to the NPOC

which evidences the unit decrease and the PUD for Crane Island which limits the total number of units, thereby meeting the requirement of 9 (a) #3 above.

It is also important to note that Crane Island is not the subject of a comprehensive plan amendment which triggers the analysis provided by HB 1359. However Opinion 2 rendered by County Attorney Michael Mullin stated that Policy 5.05.06A required an offsetting amendment since he opined that there was an increase in density in the Coastal High Hazard Area as a result of units being added to Crane Island.

Policy 5.05.06A states:

To maintain the maximum evacuation time, the County shall not allow an overall increase in the density of land use that is allowed by the Future Land Use Map within the Coastal High Hazard Area (CHHA)

Interestingly, since all of Amelia Island has been determined to be a Category #1 HEZ, whether or not property which is the subject of a density reduction is located in the CHHA should make no difference so long as the offset results in no net increase in the evacuation time for the Island. Here, both properties are located on Amelia Island and both use the same evacuation routes therefore the increase in density on Crane Island and the corresponding decrease in PLM West would meet the intent of Policy 5.05.06A regardless of whether PLM is located in the CHHA. Notwithstanding the foregoing, portions of PLM West are located in the CHHA. Therefore, if the County applies the most conservative interpretation of Policy 5.05.06A, the mitigation plan offered by PLM West would still comply with Policy 5.05.06 A. Such a narrow interpretation is not necessary in light of HB 1359 and the new NEFRC policy which recognizes density transfers as a reasonable means of mitigation for plan amendments resulting in density increases in the CHHA. Again, it is emphasized that the Crane Island-PLM West offset does not involve a plan amendment resulting in density increases in the CHHA

This approach would not necessarily be applicable elsewhere in Nassau County off Amelia Island when a comprehensive plan amendment is proposed in the CHHA and properties proposed for the offset may not be in the same HEZ or use the same evacuation routes. Each case should be evaluated by its own set of facts in light of the requirements of HB 1359 and the new policy adopted by the NEFRC.

EXHIBIT-R-2 G
Draft Avigation Easement

March 31, 2006

Mr. Richard Johnson
Airport Manager
City of Fernandina Beach
City Hall
204 Ash Street
Fernandina Beach, FL 32034

Re: Crane Island – Draft Avigation Easement

Dear Richard,

As we discussed when Bill Moore and I met with you, we have prepared a draft of the Avigation Easement that is to be granted by the Owners of Crane Island to the City. The Easement is provided pursuant to commitments of the Owners and to paragraph E of the "Agreement Between the City and the Owners" as attached to the Stipulation for Dismissal. Paragraph E provides that the Easement will be granted prior to commencement of construction on the access road to Crane Island. That condition provides adequate time for review and refinement of the draft. This draft is based almost entirely on an Easement that was granted to the St. Augustine Airport Authority, which we have included as a model in the PUD Zoning Application that has been filed with Nassau County. I am also enclosing a copy of that Easement. We will provide a copy of this letter and attached draft to the County as it relates to a Condition of the PUD zoning.

We look forward to discussing the Easement with you. Please call me or Bill Moore, 277-5103, if you have any questions.

Sincerely yours,

Howard M. Landers, AICP
Agent for Owners of Crane Island and
Amelia Island Company

Cc: Ms. Chris Jackson, Planning Director, Nassau County
Vince Graham
Chris Anderson
Jack Healan

GRANT OF AVIGATION EASEMENT

This GRANT OF EASEMENT is made this ____ day of _____, 2006, between :

The Owners of Crane Island, Lynwood G. Willis and Jane T. Willis, husband and wife, Robert H. Still, Jr. and Michael D. Abney, as Co-Trustees of the Lynwood G. Willis and Jane T. Willis Trust U/D/O December 31, 1992, Vincent G. Graham, Piedmont Square, LLC, a Virginia limited liability corporation, and Crane Island Investments, LLC, a South Carolina limited liability Corporation, whose address is c/o Mr. Chris Anderson, 400 Hibben Street, Suite 200 Mt. Pleasant, SC 29464, (hereinafter referred to collectively as "Grantor").

And

The City of Fernandina Beach, as owner of the Fernandina Beach Airport, whose address is 204 Ash Street, Fernandina Beach, FL 32034-4230, (hereinafter referred to as "Grantee").

The following recitals of fact are a material fact of this instrument:

A. The Grantor is the owner of a tract of land (hereinafter referred to as "Crane") being more particularly described as:

SEE ATTACHED EXHIBIT "A"

B. The Grantee is the owner of a tract of land (hereinafter referred to as "Airport") known as the Fernandina Beach Airport, located in Fernandina Beach, Nassau County, Florida.

C. The Grantor wishes to grant and the Grantee wishes to receive an easement over, across and through Crane (hereinafter referred to as the "Easement Premises").

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to said Grantor in hand paid by said Grantee, the receipt and sufficiency of which is hereby acknowledged, the following grants, agreements, and covenants and restrictions are made:

1. **GRANT OF AVIGATION EASEMENT.** The Grantor for its heirs, administrators, executors, successors, and assigns, hereby grants to the Grantee, its successors and assigns, as an easement appurtenant to the Airport, a perpetual, nonexclusive easement for the use and benefit of the public, an easement and right-of-way, appurtenant to the Airport for the unobstructed use and passage of all types of aircraft (as hereinafter defined), in and through the navigable airspace above the Grantor's property.

Said easement shall be appurtenant to and for the benefit of the real property now known as the Airport including any additions thereto wherever located, hereafter made by the City of Fernandina Beach or its successors and assigns, guests, and invitees, including any and all persons, firms, or corporations operating aircraft to or from the Airport.

Said easement and burden, together with all things which may be alleged to be incident to or resulting from the use and enjoyment of said easement, including, but not limited to the right to cause in all airspace above or in the vicinity of the surface of Crane such noise, lighting,

vibrations, fumes or other particulate matter, (which are incidental to the normal operation of said aircraft), an any and all other effects that may be alleged to be incident to or caused by the operation of aircraft over or in the vicinity of Crane or in the landing at or taking off from, or operating at or on the Airport is hereby granted by Grantor, and Grantor does hereby fully waive, remise, and release any right or cause of action which it may have or which it may have in the future against Grantee, its successors and assigns, due to such noise, lighting, vibrations, fumes, dust, and all other effects that may be caused or may now have been caused by the operation of aircraft landing at, or taking off from, or operating at or on said Airport.

Grantor will not hereafter erect, permit the erection or growth of, or permit or suffer to remain on Crane any light or illumination which might mislead aircraft, fuel handling and storage facilities, or smoke generating activities; and the Grantor, for itself, its heirs, administrators, executors, successors, and assigns, further agree it will not permit upon Crane churches, schools, and stadiums.

Grantor shall not hereafter use or permit or suffer the use of Crane in such a manner as to create electrical interference with radio communication between any installation upon said airport and aircraft, or as to make it difficult for flyers to distinguish between airport lights and others, or to permit any use of Crane that causes a discharge of fumes, dust or smoke so as to impair visibility in the vicinity of the airport or as otherwise to endanger the landing, taking off or maneuvering of aircraft.

For all residential units located within the Airport's 65 Ldn noise contour as illustrated in the Airport Layout Plan Update, 1999, the Grantor shall incorporate acoustical treatment into all dwelling units to insure that interior noise levels within living spaces (not including garages, sunrooms, or porches) do not exceed an average sound level of 45 Ldn. Compliance with this standard shall be based upon a certification from an acoustical engineer licensed in the State of Florida, submitted at the time of zoning permit issuance, that the design and construction methods and materials to be used in the construction of the dwelling are such that the foregoing standard will be met, assuming exterior noise levels above 65 Ldn.

As used herein "aircraft" shall mean any and all types of aircraft, whether now in existence or hereafter manufactured and developed, to include, but not limited to, jet aircraft, propeller driven aircraft, civil aircraft, military aircraft, commercial aircraft, helicopters and all types of aircraft or vehicles now in existence or hereafter developed, regardless of existing or future noise levels, for the purpose of transporting persons or property through the air, by whoever owned or operated.

The Grantor hereby grants to the Grantee the continuing right to prevent the erection or growth upon Crane of any building, structure, tree, or other object, extending into the airspace over 150 feet from ground level, and to remove from said airspace, or at the sole option of the Grantee, as an alternative, to mark and light as obstructions to air navigation, any such building, structure, tree or other objects extending into the airspace over 150 feet from ground level, now upon, or which in the future may be upon Crane, together with the right of ingress to, egress from, and passage over Crane for the above purpose.

The parties hereto agree and state that the Grantee has no interest in the Easement Premises other than that specified herein.

2. **RESERVATION OF RIGHTS OF GRANTOR.** The right to use the Easement Premises for any and all purposes not incompatible with the easement granted hereby is expressly reserved for the Grantor, including, without limitation, all purposes authorized by the applicable zoning classification.

3. **RUNNING OF BENEFITS AND BURDENS.** All provisions of this instrument, including the benefits and burdens, run with the land and are binding upon and inure to the successors and assigns of the parties hereto.

4. **ENFORCEMENT: ATTORNEY'S FEES.** In the event of any default under this instrument, the party not in default shall be entitled to any and all remedies available at law or in equity, including but not limited to an injunction or specific performance. Any party which prevails in any such litigation to enforce the provisions hereof shall recover as a part of his costs a reasonable attorney's fee, together with such other costs and expenses as the court deems appropriate.

5. **CONSTRUCTION.** The rule of strict construction does not apply to this grant. This grant shall be given a reasonable construction so that the intention of the parties to confer a commercially usable right of enjoyment on the Grantee is carried out.

6. **NOTICE.** The address of Grantor and Grantee is as set forth in the initial paragraph. Either party may give written notice of change of address with the other. All notices shall be sent by U.S. mail to the addresses provided for in this paragraph and shall be deemed given when placed in the mail. The affidavit of the person depositing the notice in the U.S. post office receptacle shall be evidence of such mailing.

7. **ENTIRE AGREEMENT: AMENDMENT.** The parties hereto agree that the entire agreement between the parties with respect to the Easement Premises is set forth in this instrument. This instrument may be amended only by an instrument in writing and signed by the persons who are the then owners of the fee simple title to the Airport and Crane, with the exception that the easement may be released as set forth herein.

8. **WAIVER.** No waiver of any of the provisions hereto shall be effective unless it is in writing and signed by the party against whom the waiver is asserted. Any such written waiver shall be applicable only to the specific instance to which it relates and shall not be deemed to be a continuing waiver or waiver of any future matter.

IN WITNESS WHEREOF, the Grantor and Grantee have hereunto set their hands and seals the day and year first written.

CRANE ISLAND - DRAFT AVIGATION EASEMENT
HML 032206

GRANTOR

LYNWOOD G. WILLIS

JANE T. WILLIS

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2006,
by LYNWOOD G. WILLIS and JANE T. WILLIS, who are personally known to me or have produced
_____ as identification.

Print Name: _____
Notary Public, State of _____
Commission Number: _____
My Commission expires: _____

GRANTOR

ROBERT H. STILL, JR.

MICHAEL D. ABNEY
AS CO-TRUSTEES OF THE LYNWOOD G.
WILLIS AND JANE T. WILLIS TRUST
U/D/O DECEMBER 31, 1992

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2006,
by ROBERT H. STILL, JR. and MICHAEL D. ABNEY, AS CO-TRUSTEES OF THE LYNWOOD G. WILLIS
AND JANE T. WILLIS TRUST U/D/O DECEMBER 31, 1992, who are personally known to me or have
produced _____ as identification.

Print Name: _____
Notary Public, State of _____
Commission Number: _____
My Commission expires: _____

CRANE ISLAND – DRAFT AVIGATION EASEMENT
HML 032206

GRANTOR

VINCENT G. GRAHAM

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2006,
by VINCENT G. GRAHAM, who is personally known to me or has produced _____
as identification.

Print Name: _____
Notary Public, State of _____
Commission Number: _____
My Commission expires: _____

GRANTOR

PIEDMONT SQUARE, LLC,
A VIRGINIA LIMITED
LIABILITY CORPORATION

By: _____
Print name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2006,
by _____ of PIEDMONT SQUARE, LLC, A VIRGINIA LIMITED
LIABILITY CORPORATION, on behalf of the corporation. He is personally known to me or has produced
_____ as identification.

Print Name: _____
Notary Public, State of _____
My Commission expires: _____

GRANTOR

CRANE ISLAND INVESTMENTS, LLC,
A SOUTH CAROLINA LIMITED
LIABILITY CORPORATION

By: _____
Print name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2006,
by _____ of CRANE ISLAND INVESTMENTS, LLC, A SOUTH
CAROLINA LIMITED LIABILITY CORPORATION, on behalf of the corporation. He is personally known to
me or has produced _____ as identification.

Print Name: _____
Notary Public, State of _____
My Commission expires: _____

CRANE ISLAND – DRAFT AVIGATION EASEMENT
HML 032206

GRANTEE

City of Fernandina Beach
City Commission of the City of Fernandina Beach

By _____
It's Mayor: _____
Print Name: _____
Date _____

Attest: _____

Title: _____

Approved as to Form:

Debra Braga, City Attorney

Signed, sealed and delivered
in the presence of:

+++++

H&H
 Architects, Engineers, Planners
 and Environmental Experts
 14000 S. 1st Avenue, Suite 100
 Phoenix, Arizona 85044
 602-998-8800 FAX 602-998-8801
 Telex 155555 H&H
 Cable 155555 H&H



**FERMINADINA BEACH
 MUNICIPAL
 AIRPORT**

**AIRPORT
 LAYOUT PLAN
 SET**

REVISIONS

NO.	DESCRIPTION	DATE
1	PRELIMINARY	10/1/78
2	REVISED TO SHOW	10/1/78
3	REVISED TO SHOW	10/1/78
4	REVISED TO SHOW	10/1/78
5	REVISED TO SHOW	10/1/78
6	REVISED TO SHOW	10/1/78
7	REVISED TO SHOW	10/1/78
8	REVISED TO SHOW	10/1/78
9	REVISED TO SHOW	10/1/78
10	REVISED TO SHOW	10/1/78
11	REVISED TO SHOW	10/1/78
12	REVISED TO SHOW	10/1/78
13	REVISED TO SHOW	10/1/78
14	REVISED TO SHOW	10/1/78
15	REVISED TO SHOW	10/1/78
16	REVISED TO SHOW	10/1/78
17	REVISED TO SHOW	10/1/78
18	REVISED TO SHOW	10/1/78
19	REVISED TO SHOW	10/1/78
20	REVISED TO SHOW	10/1/78
21	REVISED TO SHOW	10/1/78
22	REVISED TO SHOW	10/1/78
23	REVISED TO SHOW	10/1/78
24	REVISED TO SHOW	10/1/78
25	REVISED TO SHOW	10/1/78
26	REVISED TO SHOW	10/1/78
27	REVISED TO SHOW	10/1/78
28	REVISED TO SHOW	10/1/78
29	REVISED TO SHOW	10/1/78
30	REVISED TO SHOW	10/1/78
31	REVISED TO SHOW	10/1/78
32	REVISED TO SHOW	10/1/78
33	REVISED TO SHOW	10/1/78
34	REVISED TO SHOW	10/1/78
35	REVISED TO SHOW	10/1/78
36	REVISED TO SHOW	10/1/78
37	REVISED TO SHOW	10/1/78
38	REVISED TO SHOW	10/1/78
39	REVISED TO SHOW	10/1/78
40	REVISED TO SHOW	10/1/78
41	REVISED TO SHOW	10/1/78
42	REVISED TO SHOW	10/1/78
43	REVISED TO SHOW	10/1/78
44	REVISED TO SHOW	10/1/78
45	REVISED TO SHOW	10/1/78
46	REVISED TO SHOW	10/1/78
47	REVISED TO SHOW	10/1/78
48	REVISED TO SHOW	10/1/78
49	REVISED TO SHOW	10/1/78
50	REVISED TO SHOW	10/1/78
51	REVISED TO SHOW	10/1/78
52	REVISED TO SHOW	10/1/78
53	REVISED TO SHOW	10/1/78
54	REVISED TO SHOW	10/1/78
55	REVISED TO SHOW	10/1/78
56	REVISED TO SHOW	10/1/78
57	REVISED TO SHOW	10/1/78
58	REVISED TO SHOW	10/1/78
59	REVISED TO SHOW	10/1/78
60	REVISED TO SHOW	10/1/78
61	REVISED TO SHOW	10/1/78
62	REVISED TO SHOW	10/1/78
63	REVISED TO SHOW	10/1/78
64	REVISED TO SHOW	10/1/78
65	REVISED TO SHOW	10/1/78
66	REVISED TO SHOW	10/1/78
67	REVISED TO SHOW	10/1/78
68	REVISED TO SHOW	10/1/78
69	REVISED TO SHOW	10/1/78
70	REVISED TO SHOW	10/1/78
71	REVISED TO SHOW	10/1/78
72	REVISED TO SHOW	10/1/78
73	REVISED TO SHOW	10/1/78
74	REVISED TO SHOW	10/1/78
75	REVISED TO SHOW	10/1/78
76	REVISED TO SHOW	10/1/78
77	REVISED TO SHOW	10/1/78
78	REVISED TO SHOW	10/1/78
79	REVISED TO SHOW	10/1/78
80	REVISED TO SHOW	10/1/78
81	REVISED TO SHOW	10/1/78
82	REVISED TO SHOW	10/1/78
83	REVISED TO SHOW	10/1/78
84	REVISED TO SHOW	10/1/78
85	REVISED TO SHOW	10/1/78
86	REVISED TO SHOW	10/1/78
87	REVISED TO SHOW	10/1/78
88	REVISED TO SHOW	10/1/78
89	REVISED TO SHOW	10/1/78
90	REVISED TO SHOW	10/1/78
91	REVISED TO SHOW	10/1/78
92	REVISED TO SHOW	10/1/78
93	REVISED TO SHOW	10/1/78
94	REVISED TO SHOW	10/1/78
95	REVISED TO SHOW	10/1/78
96	REVISED TO SHOW	10/1/78
97	REVISED TO SHOW	10/1/78
98	REVISED TO SHOW	10/1/78
99	REVISED TO SHOW	10/1/78
100	REVISED TO SHOW	10/1/78

**ON-AIRPORT
 LAND USE AND
 GROUND ACCESS
 PLAN**

12.

**DRAFT
 FINAL**

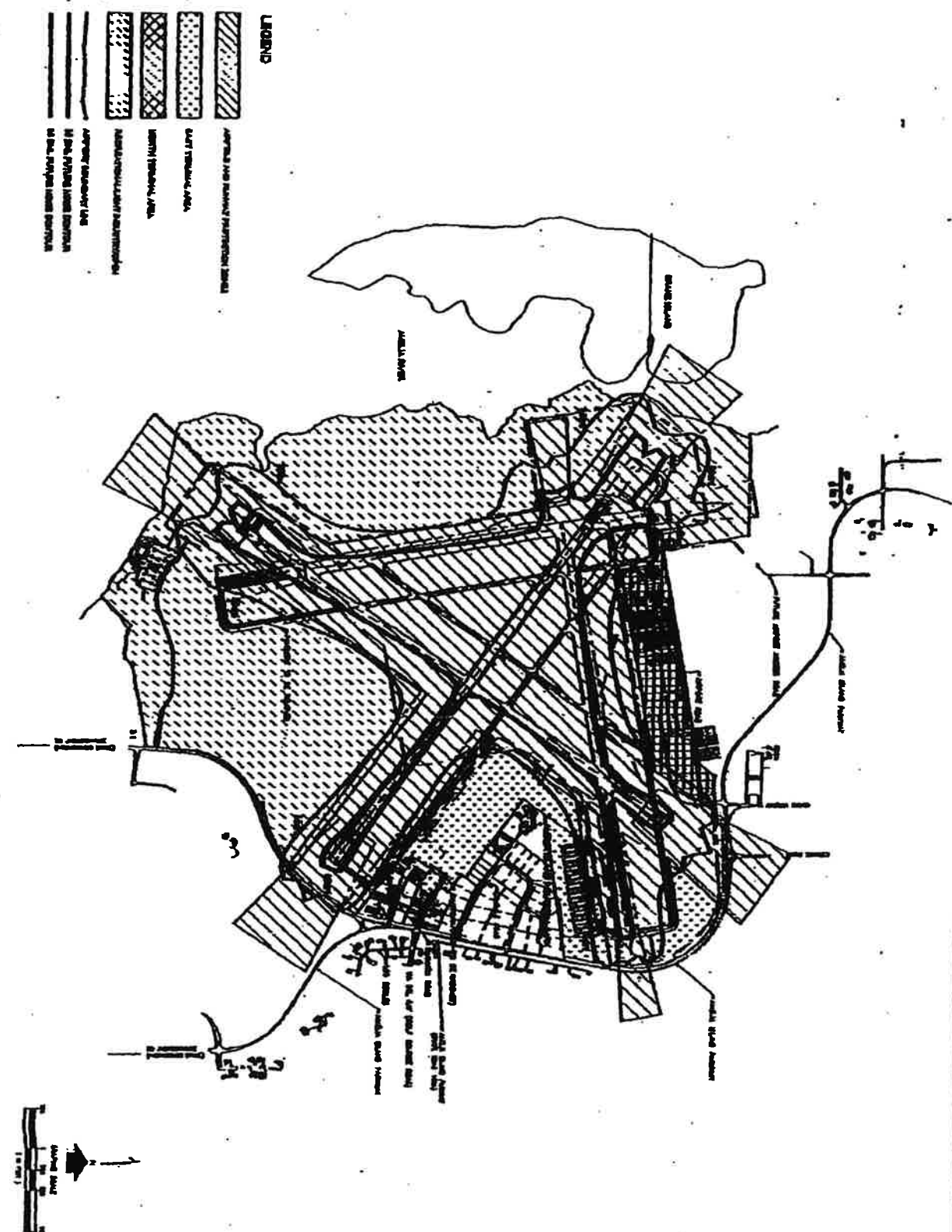


EXHIBIT R-3. Airport Layout Plan for the Fernandina Beach Municipal Airport

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2020-92
Headcount Increase / Budget Amendments - Building Department

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2020-92

SYNOPSIS: The Building Department is now operating paperless with electronic permitting, revised permit applications, workflows, FAQ sheets, business rules, etc. As a result, the Energov software must be reconfigured expeditiously. Staff recommends adding an Information Technology employee to the Building Department to accommodate these needs.

The cost for providing these services in-house would be less expensive than engaging Tyler Technologies to provide the services in a short time frame. Therefore, funds are needed in the following accounts: Overtime, Salaries, FICA, Workers Comp, Health and Life Insurance for the additional IT employee.

Unanticipated expenses have exceeded the allocated funds in the Building Operating Supplies account requiring additional funds be transferred.

Also, unexpected additional overtime hours were needed due to COVID-19 and staff recommends additional funds be available in the event of a hurricane emergency.

Staff recommends:

A transfer of \$20,250 from the Building Reserve account, 140 59990, to the Building Operating Supplies account, 140 55200;

A transfer of \$10,000 from the Building Reserve account, 140 59990, to the Building Overtime account, 140 51400; and

A transfer of \$24,986 from the Building Reserve account, 140 59990, to the: Building Salaries account, 140 51200 (\$11,353); Building FICA account, 140 52100 (\$767); Building Workers Comp account, 140 52400 (\$120); Building Retirement account, 140 52200, (\$2,446); Building Health Insurance account, 140 52300 (\$10,000); and Building Life Insurance account, 140 52301 (\$300).

FISCAL IMPACT: Funds are available for these transfers.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2020-92.

Stephen Beckman, Building Director 6/15/2020

Dale L. Martin, City Manager 6/26/2020

Pauline Testagrose, Comptroller 6/27/2020

Tammi E. Bach, City Attorney 6/29/2020

A handwritten signature in black ink, appearing to read "Stephen Beckman".

Date: June 12, 2020

Submitted By: Stephen Beckman, Building Director

COMMISSION ACTION: Adopt

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



RESOLUTION 2020-92

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING THE ADDITION OF ONE FULL-TIME POSITION, INCREASING THE CITY'S FULL-TIME HEADCOUNT TOTAL BY ONE; APPROVING AMENDMENTS TO THE BUDGET FOR FISCAL YEAR 2019/2020; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, according to Code Sec 2-412 and Charter Section 74, the City Commission must approve any budget transfers over \$7,500. The following accounts require such budget transfers; and

WHEREAS, unanticipated expenses have exceeded the allocated funds in the Building Operating Supplies account; and

WHEREAS, unexpected additional overtime hours were needed due to COVID-19 and staff recommends additional funds be available in the event of a hurricane emergency; and

WHEREAS, the Building Department currently operates a paperless/electronic permitting system that requires custom configurations of software to provide optimal efficiency in services, which necessitates a full-time Information Technology position in the Building Department; and

WHEREAS, staff recommends transferring \$20,250 from the Building Reserve account, 140 59990, to the Building Operating Supplies account, 140 55200; and

WHEREAS, staff recommends transferring \$10,000 from the Building Reserve account, 140 59990, to the Building Overtime account, 140 51400; and

WHEREAS, adding an IT position requires a budget transfer in the amount of \$24,986 from the Building Reserve account, 140 59990, to the: Building Salaries account, 140 51200 (\$11,353); Building FICA account, 140 52100 (\$767); Building Workers Comp account, 140 52400 (\$120); Building Retirement account, 140 52200, (\$2,446); Building Health Insurance account, 140 52300 (\$10,000); and Building Life Insurance account, 140 52301 (\$300).

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

SECTION 1. The City Commission approves the transfer of \$20,250 from the Building Reserve account, 140 59990, to the Building Operating Supplies account, 140 55200.

SECTION 2. The City Commission approves the transfer of \$10,000 from the Building Reserve account, 140 59990, to the Building Overtime account, 140 51400.

SECTION 3. The City Commission approves the transfer of \$24,986 from the Building Reserve account, 140 59990, to the: Building Salaries account, 140 51200 (\$11,353); Building FICA account, 140 52100 (\$767); Building Workers Comp account, 140 52400 (\$120); Building Retirement account, 140 52200, (\$2,446); Building Health Insurance account, 140 52300 (\$10,000); and Building Life Insurance account, 140 52301 (\$300).

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

ADOPTED this 7th day of July, 2020.

CITY OF FERNANDINA BEACH

John A. Miller
Commissioner – Mayor

ATTEST:

APPROVED AS TO FORM & LEGALITY:



Caroline Best
City Clerk

Tammi E. Bach
City Attorney

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2020-93
Award of Bid #2020-02 - Private Provider Building Planning Review Inspection Service Firms

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2020-93

SYNOPSIS: The Building Department often seeks assistance from private providers for building planning review and inspection services when understaffed due to vacations, sickness, training, etc. Bids were solicited via ITB #2020-02 on March 12, 2020, for Private Provider Building Planning Review Inspection Services.

The Building Department requires these services with little notice; therefore, a few options are necessary based on availability.

Staff has selected the lowest bidders and recommends approval of the vendors as detailed in Exhibits "A" and "B" to assist on an as-needed basis.

FISCAL IMPACT: Funding for these services is available in the Building Professional Services account, 140 53100.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2020-93.

Stephen Beckman, Building Director	6/16/2020
Dale L. Martin, City Manager	6/29/2020
Pauline Testagrose, Comptroller	6/29/2020
Tammi E. Bach, City Attorney	6/30/2020
Katie Newton, Legal Assistant	6/30/2020

Date: June 16, 2020

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION: Adopt

RESOLUTION 2020-93

A RESOLUTION OF THE CITY COMMISSION OF FERNANDINA BEACH, FLORIDA, AWARDING BID #2020-02 AND APPROVING A LIST OF PRIVATE PROVIDER BUILDING PLANS REVIEW INSPECTION SERVICES FIRMS; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Building Department often seeks assistance from private providers for building plans review and inspection services when understaffed due to volume of work, vacations, sickness, training, etc.; and

WHEREAS, bids were solicited via ITB #2020-02 on March 12, 2020, for Private Provider Building Plans Review and Inspection Services; and

WHEREAS, the Building Department requires these services often with little notice; therefore, a few options for available firms are necessary based on availability; and

WHEREAS, staff has selected the most responsive and responsible bidders and recommends approval of the firms as detailed in Exhibit "A" for Plans Examiners and Exhibit "B" for Building Inspectors, to assist the City Building Official on an as-needed, non-exclusive basis; and

WHEREAS, funding for these services is available in the Building Professional Services account, 140 53100.

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

SECTION 1. The City Commission hereby approves the list of Florida-Licensed Plans Examiners, attached hereto as Exhibit "A."

SECTION 2. The City Commission hereby approves the list of Florida-Licensed Inspectors, attached hereto as Exhibit "B."

SECTION 3. The City Manager and City Attorney are hereby authorized to enter into non-exclusive contracts with firms included in both Exhibit "A" and Exhibit "B." Said contracts must include as an attachment the fee schedules for each firm as provided in responses to Bid #2020-02. The term of said contracts will run from July 7, 2020, through September 30, 2022.

SECTION 4. This Resolution shall take effect immediately upon passage.

ADOPTED this 7th day of July, 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

Resolution 2020-93
Exhibit "A"

DATE/TIME	3/31/20 1:36pm	3/23/2020 2:18pm	3/30/2020 11:26am	3/27/2020 12:59pm
VENDOR NAME	Universal Engineering Sciences	Charles Abbott & Associates	Joe Payne, Inc. d/b/a JPI	Corr & Sons Electric, Inc.
FL LICENSED PLANS EXAMINER	Cost Per Hour	Cost Per Hour	Cost Per Hour	Cost Per Hour
Standard 1&2 Family	Larry Hogan - BN7434 - \$85.00	Bill Golberg - SFP261 - \$90.00	\$89.00	
Plumbing	David Conner - PX2211 - \$90.00	Bill Golberg - PX1387 - \$90.00 Allen Posey - PX3781 - \$90.00	\$89.00	
Electrical		Allen Posey - PX3781 - \$90.00	\$89.00	PX3484 - \$75.00
Mechanical	David Conner - PX2211 - \$90.00	Bill Golberg - PX1387 - \$90.00 Allen Posey - PX3781 - \$90.00	\$89.00	
Commercial Building		Allen Posey - PX3781 - \$90.00 Ole Laursen - PX4189 - \$90.00		

Resolution 2020-93
Exhibit "B"

DATE/TIME	3/31/20 1:36pm	3/30/2020 11:26am
VENDOR NAME	Universal Engineering Sciences	Joe Payne, Inc. d/b/a JPI
FL LICENSED INSPECTOR	Cost Per Hour	Cost Per Hour
Standard 1&2 Family	Larry Hogan - BN7434 - \$85.00	\$74.00
Plumbing	David Conner - PX2211 - \$90.00	\$74.00
Electrical	David Conner - PX2211 - \$90.00	\$74.00
Mechanical	David Conner - PX2211 - \$90.00	\$74.00
Commercial Building	no bid	no bid

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #2020-02
PRIVATE PROVIDER BUILDING PLANNING REVIEW INSPECTION SERVICES**

INTRODUCTION

The City of Fernandina Beach, Florida is accepting competitive sealed bids for **PRIVATE PROVIDER BUILDING PLANNING REVIEW INSPECTION SERVICES**.

The City will receive sealed bids at the location stated below not later than **2:00PM, March 31, 2020**.

Any submittal received after the above stated time and date will not be considered. It shall be the sole responsibility of the Bidder to have its Bid delivered to the City of Fernandina Beach, by U.S. Mail, hand delivery or any other method available to him/her; however, facsimile or electronic submittals will not be accepted. Delay in delivery shall be the sole responsibility of the Bidder. Submittals received after the deadline will not be considered. Award of the Bid is subject to authorization and appropriation of funds.

BIDDERS ARE REFERRED TO THE ATTACHED GENERAL CONDITIONS FOR OTHER IMPORTANT INFORMATION REGARDING THE BID PROCESS, REQUIREMENTS AND EXHIBITS.

The original bid submittal (**1 original, 3 copies and 1 electronic copy, CD or thumb drive**) must be delivered to City Hall in a sealed package, clearly marked on the outside, **ITB #2020-02** and addressed to:

City of Fernandina Beach
Attn: City Clerk's Office – **ITB #2020-02**
204 Ash Street
Fernandina Beach, FL 32034

Hand delivered Submittal is to be taken to the Clerk's Office at the above address.

The bid shall be submitted on the specified **Contact Sheet/Bid Form** (**1 original, 3 copies**), hereto attached as "**Exhibit A**". The person signing the Bid Response Form shall have the authority to bind the proposer to the Bid. All information on the Bid form shall be provided, or the Bid may not be accepted.

The competitive sealed Bid shall be accompanied by a "**Public Entity Crimes**", herein provided as "**Exhibit B**", "**Drug-Free Workplace Certification**" herein provides as "**Exhibit C**", "**E-Verify Statement**" herein provided as "**Exhibit D**", "**Proposer Acknowledgements and Agreements**", herein provided as "**Exhibit E**", "**Conflict of Interest**", herein provided as, "**Exhibit F**", "**Non-Collusion Affidavit**", herein provided as "**Exhibit G**" and "**Dispute Disclosure**", herein provided as "**Exhibit H**".

In accordance with Item 16, General Terms and Conditions, please provide **proof the Contractor/Vendor is not listed in the Excluded Parties List System**, a federal suspension and debarment listing.

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #2020-02
PRIVATE PROVIDER BUILDING PLANNING REVIEW INSPECTION SERVICES

SCOPE OF WORK

The City of Fernandina Beach is seeking interested contractors to provide staffing services for the following:

Florida Licensed Inspector - Standard 1&2 Family, Plumbing, Electrical, Mechanical
Florida Licensed Plans Examiner - Standard 1&2 Family, Plumbing, Electrical, Mechanical

AWARD

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

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

Bid Package

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

CONTACT

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

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

ADDENDA

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

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

PERFORMANCE STANDARDS/QUALITY REQUIREMENTS

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

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #2020-02
PRIVATE PROVIDER BUILDING PLANNING REVIEW INSPECTION SERVICES

LIQUIDATED DAMAGES

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

INSURANCE REQUIREMENTS

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

BOND REQUIREMENTS

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

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #2020-02
PRIVATE PROVIDER BUILDING PLANNING REVIEW INSPECTION SERVICES

GENERAL CONDITIONS OF INVITATION TO BID

- 1. PREPARATION OF BID** - INVITATION TO BID shall be prepared in accordance with the following:
 - a. The enclosed Contact Sheet/Bid Form, attached hereto as "Exhibit A", shall be used when submitting your INVITATION TO BID.
 - b. All information required by the Contact Sheet/Bid Form shall be furnished. The Bidder shall print or type his/her name and manually sign the Form and any continuation sheet on which an entry is made.
 - c. Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
 - d. Alternate Bids will not be considered unless authorized by the Invitation to Bid.
 - e. Bidders will **not** include federal taxes nor State of Florida sales, excise, and use taxes in prices, as the City is exempt from payment of such taxes. An exemption certificate will be signed where applicable upon request.
 - f. Bidders shall make all investigations necessary to thoroughly inform themselves about any and all conditions related to the performance of the contract. Plea of ignorance by the Bidder of conditions that exists or may hereafter exist as a result of failure or omission on the part of the Bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements provided for in the Purchasing Policy, Purchasing Ordinance and/or State and Federal Statutes. The City's Purchasing Ordinance is set forth in Chapter 2-420, *et seq.*
 - g. Prices quoted must be FOB City of Fernandina Beach, Florida with all transportation charges prepaid unless otherwise specified in the Invitation to Bid.
 - h. Deliveries are to be FOB Destination unless otherwise specified in the Invitation to bid
 - i. Deliveries are to be made during regular business hours.
 - j. Bids and Bid prices shall be valid for a minimum of ninety (90) days, unless otherwise stated on the INVITATION TO BID.
- 2. SUBMISSION OF BIDS**
 - a. Bids and changes thereto shall be enclosed in sealed envelopes & addressed as instructed on the Bid Form. The name and address of the Bidder, the date and hour of the Invitation to Bid opening and the material or service shall be placed on the outside of the envelope.
 - b. INVITATION TO BID must be submitted on the forms furnished. Electronic Bids will not be considered.
- 3. REJECTION OF BIDS**
 - a. The City reserves the right to accept or reject any or all Bids, to waive irregularities and technicalities, and to request resubmission or to re-advertise for the services. The City shall be the sole judge of the submittals. The City's decision shall be final.
- 4. WITHDRAWAL OF BIDS**
 - a. Bids may not be withdrawn after the time set for the opening for a period of time as specified.

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #2020-02
PRIVATE PROVIDER BUILDING PLANNING REVIEW INSPECTION SERVICES

- b. Bids may be withdrawn prior to the time set for the opening. Such request must be in writing.

5. LATE BIDS

- a. INVITATION TO BID and modifications received after the time set for the opening will not be considered.
- b. Modifications in writing received prior to the time set for the opening will be accepted.

6. LOCAL, STATE, AND FEDERAL COMPLIANCE

- a. Bidders shall comply with all local, state, and federal directives, orders and laws as applicable to the INVITATION TO BID and subsequent contract(s) in accordance with the requirements as stated in CFR 200.321, including but not limited to Equal Employment Opportunity (EEO), Minority Business Enterprise (MBE), and OSHA as applicable to this contract.
- b. A "Public Entity Crimes Statement", in accordance with Florida Statutes, Section 287.133 (3) (a), on Public Entity Crimes, attached hereto as Exhibit "B", must be received at the time of the bid.
- c. A "Drug Free Workplace Certification" attached hereto as Exhibit "C", must be received at the time of the bid.
- d. The City of Fernandina Beach requires that the Bidder selected will not discriminate under the contract against any person, in accordance with federal, state and local government regulations.
- e. An "E-Verify Statement" attached hereto as Exhibit "D" must be received at the time of the bid.

7. AWARD OF INVITATION TO BID

- a. The INVITATION TO BID will be awarded to the most responsive and responsible bidder offering the best value to the City of Fernandina Beach.
- b. The City reserves the right to accept and award item by item, and/or by group, or in the aggregate.
- c. A written award of acceptance (Purchase Order), mailed or otherwise furnished to the successful Bidder shall result in a binding contract without further action by either party.
- d. Upon award, for construction projects, the Contractor will be required to complete/execute the City's Contract and General Conditions for Construction Services. An example of the contract can be found on the City's website at www.fbfl.us/bids, and Onvia Demandstar at www.demandstar.com.
- e. Agreement may be cancelled with 60 day notice unless otherwise stated in signed contract documents.

8. NOT RESPONSIBLE FOR COSTS

- a. The City shall not be responsible for any cost incurred by a prospective Bidder in responding to this INVITATION TO BID.

9. BONDS

- If Bid is less than \$100,000 no Bid Bond or Payment and Performance Bond required.
- If Bid is greater than \$100,000 and is for material only, a Bid Bond is required but no Payment and Performance Bond is required.

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #2020-02
PRIVATE PROVIDER BUILDING PLANNING REVIEW INSPECTION SERVICES

- If Bid is \$100,000 - \$200,000, and is for services, a Bid Bond is required but no Payment and Performance Bond is required.
- If Bid is greater than \$200,000, and is for services, Bid Bond and Payment and Performance Bond is required.

BID BOND:

- a. If the Base Bid or the Base Bid plus the sum of any alternates fall into the criteria above requiring a Bid Bond, the bidder shall enclose a Certified Check or Bid Bond with each bid. A Certified Check or Bid Bond shall be for an amount not less than five percent (5%) of the Bid price and shall be made payable to the CITY OF FERNANDINA BEACH as a guarantee that the Bidder will not withdraw its bid for a period of ninety (90) calendar days after Bid closing time. Bid Bonds or Certified Checks will be returned to unsuccessful bidders within 10 days of bid award. Successful bidders will receive their Certified Check or Bid Bond after the contract/agreement has been signed and a Performance and Payment Bond is received.

PERFORMANCE AND PAYMENT BONDS:

- a. In the event the Contract is awarded to the Bidder, Bidder will thereafter enter into a written contract with the CITY OF FERNANDINA BEACH and furnish a Payment and Performance Bond in an amount equal to the contract price. The form of the bonds shall be in accordance with Section 255.05 of Florida Statutes. Failing to do so, Bidder shall forfeit its bid security.

Payment and Performance Bond shall be secured from or countersigned by an agency or surety company recognized in good standing and authorized to do business in the State of Florida.

The following exceptions to bidder providing Performance and Payment Bonds are as follows: In lieu of the Performance and Payment Bonds, a contractor may file with the City an alternative form of security in the form of cash, a money order, a certified check, a cashier's check, an irrevocable letter of credit, or a security of a type listed in part II of chapter 625, Florida Statutes. Any such alternative form of security shall be for the same purpose and be subject to the same conditions as those applicable to the bonds. The value of an alternative form of security shall be in the amount of the bid.

10. PUBLIC INFORMATION

- a. All information contained in this Bid is public information, and as such will be handled in accordance with the Florida Statutes.

11. ADDITIONAL INFORMATION

- a. The City reserves the right to require Bidders to provide references and information on previous similar experience prior to award of the contract.

12. QUESTIONS

- a. Any questions about the INVITATION TO BID should be communicated per instructions in the INVITATION TO BID.

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #2020-02
PRIVATE PROVIDER BUILDING PLANNING REVIEW INSPECTION SERVICES

13. INDEMNIFICATION AND INSURANCE

INDEMNIFICATION

The parties recognize that CONTRACTOR/VENDOR is an independent contractor. CONTRACTOR/VENDOR agrees to assume liability for and indemnify, hold harmless, and defend the CITY, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, arising directly or indirectly out of or in connection with any negligent and/or deliberate act or omission of CONTRACTOR/VENDOR, its officers, employees, agents, and representatives. CONTRACTOR's/VENDOR's liability hereunder shall include all attorney's fees and costs incurred by the CITY in the enforcement of this indemnification provision. This includes claims made by the employees of CONTRACTOR/VENDOR against the CITY, and CONTRACTOR/VENDOR hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement. Nothing contained in the foregoing indemnification shall be construed to be a waiver of any immunity or limitation of liability the CITY may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

INSURANCE

Prior to commencement of any work under this Contract and until completion and final acceptance of the work, the CONTRACTOR/VENDOR shall, at its sole expense, maintain the following insurance on its own behalf, and furnish to the CITY certificates of insurance evidencing same and reflecting the effective date of such coverage as follows:

The term "Contractor" as used in the insurance rider, shall mean and include Subcontractors of every tier.

- A. Worker's Compensation and Occupational Disease Insurance in accordance with the applicable law or laws; Employer's Liability Insurance with limit of at least One Million (\$1,000,000) dollars. This includes sole proprietorships and officers of corporations who will be performing work on the job.
- B. Commercial General Liability with a combined Bodily Injury and Property Damage limit of not less than ONE Million (\$1,000,000.00) dollars per occurrence and TWO Million (\$2,000,000) Dollars in the aggregate. The aggregate must be applicable on a per project basis. Coverage must include the following perils:
 - 1. Broad Form Blanket Contractual Liability for liability assumed under this Contract and all other Contracts relative to the project.
 - 2. Completed Operations/Products Liability.
 - 3. Broad Form Property Damage
 - 4. Personal and Advertising Injury Liability
 - 5. Independent Contractors
 - 6. Endorsements must be furnished reflecting the inclusion of the interests of Owner, Construction Manager, General Contractor, Contractor, (your company) , their officers, directors, partners, representatives, agents and employees, and naming each as an Additional Insured on a primary and non-contributing basis.

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #2020-02
PRIVATE PROVIDER BUILDING PLANNING REVIEW INSPECTION SERVICES

7. Coverage is to be endorsed to reflect that insurance is to be primary and non contributory with respect to any other collectable insurance, for the Owner, General Contractor, Contractor, (your company) and all other parties required to be named as additional insureds.
8. Coverage is to be provided on an "occurrence" basis with carriers licensed and admitted to do business in the State of [your state] or otherwise acceptable to the Contractor (your company).
9. A copy of policy and/or endorsement(s) and any other documents required to verify such insurance are to be submitted with the appropriate certificate(s), or upon the request of Contractor (your company). Failure to provide these documents is not to be construed as a waiver of the requirements to provide such insurance.
- C. Commercial Automobile Liability Insurance covering the use of all Owned, Non-Owned, and Hired Vehicles with combined Bodily Injury and Property Damage Limit of at least One Million (\$1,000,000.00) Dollars.
- D. Umbrella I Excess Liability Insurance with a limit of no less than One Million (\$1, 000,000) minimum per occurrence.
- E. During the term of this agreement, (if applicable) the Contractor/Vendor will carry Professional Liability Insurance which will cover liability for any damage or non-performance on account of any error, omission, or other provable negligence caused by the Contractor/Vendor. The amount of insurance shall not be less than One Million (\$1,000,000) per occurrence and aggregate.
- F. Loss Deductible – If the insurance of any CONTRACTOR/VENDOR contains deductible(s), penalty(s) or self-insured retention(s), the CONTRACTOR/VENDOR Whose insurance contains such provision(s) shall be solely responsible for payment of such deductible(s), penalty(s) or self-insured retention(s).
- G. Where an Off Project Site Property exposure exists, the Contractor at its sole expense shall furnish to the Owner and Contractor (your company) Certificates of Insurance and other required documentation evidencing the following coverage which shall provide for the interests of [Name of Owner] , [Name of General Contractor] and (your company) to be named as Loss Payees and shall contain a provision requiring the insurance carriers to waive their rights of subrogation against all indemnities' named in the contract. "All Risk" Property Insurance on all materials, equipment and supplies intended to become a permanent part of the construction stored on premises away from the project site and while in transit, until actually delivered to the project site. Coverage is to be provided on a replacement cost basis.
- H. The above insurances shall each contain the following wording verbatim: "[Name of Owner] , [Name of General Contractor] , and (your company) are interested in the maintenance of this insurance and it is agreed that this insurance will not be canceled , materially changed or not renewed without at least a thirty (30) day advance written notice to [Name and address of Owner], [Name and address of General Contractor] and [Name and address of your company] by certified mail-return receipt requested ."
- I. The amount of insurance contained in the aforementioned insurance coverages shall not be construed to be a limitation of the liability on the part of the Subcontractor or any of its Subcontractors.
- J. The Contractor shall file certificates of insurance prior to the commencement of work

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #2020-02
PRIVATE PROVIDER BUILDING PLANNING REVIEW INSPECTION SERVICES

with the Owner and the General Contractor which shall be subject to the Owner, General Contractor and (your company) approval of adequacy of protection and the satisfactory character of the Insurer.

- K. Any type of insurance or any increase of limits of liability not described above which the Subcontractor requires for its own protection or on account of statute shall be its own responsibility and at its own expense.
- L. The carrying of the insurance described shall in no way be interpreted as relieving the Contractor or Subcontractor of any responsibility of liability under this Contract.
- M. Any policies effected by the Contractor on its Owned and/or Rented Equipment and Materials shall contain a provision requiring the insurance carriers to waive their rights of subrogation against the [Name of Owner], [Name of General Contractor], [Name of Contractor (your company)] and all other indemnities' named in the Contract.
- N. Should the Contractor engage a Subcontractor, the same conditions will apply under this contract to each Subcontractor, however, the retained Subcontractor shall be required to maintain limits of liability of not less than One Million (\$1,000,000.00) Dollars per occurrence and Two Million (\$2,000,000) Dollars in the aggregate, with said limits applicable on a per project basis, or such greater limits as may be required by the retaining Subcontractor.

14. PAYMENT

Payment due hereunder shall be made by the City to CONTRACTOR/VENDOR in accordance with the Florida Prompt Payment Act. The City's preferred method of payment is electronically by credit card/line. Upon award, CONTRACTOR/VENDOR will be contacted by the City's provider, Commerce Bank, to participate in the City's electronic payments program. **CONTRACTOR/VENDOR must state on Exhibit "A" Contact Sheet/Bid Form whether they accept credit card payments and provide their Accounting Department contact name, phone number and email address.**

15. BID PROTESTS

Bid protest conditions and procedures are in accordance with City Ordinances – Part 2, Chapter 2, Article VII, Division 2, Section 2-244.

16. FEDERAL GRANT MONEY

In the event this project is funded with federal grant monies, CONTRACTOR/VENDOR may not participate in the bid if CONTRACTOR/VENDOR is listed in the Excluded Parties List System (EPLS) a federal suspension and debarment listing. <https://www.epls.gov/eplsearch.do>. CONTRACTOR/VENDOR shall include copy of search results with bid or proposal.

17. LOBBYING

Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and/or all other groups who seek to influence the governmental decision of a Board Member, the City Manager, and/or any City Personnel during the solicitation process. The lobbying black-out period commences upon the issuance of this solicitation and concluded upon the signing of the agreement. CONTRACTORS shall not contact any Commission Member and/or any requesting or evaluating Department/Office personnel during said black-out period. All questions and

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #2020-02
PRIVATE PROVIDER BUILDING PLANNING REVIEW INSPECTION SERVICES

procedural matters shall be directed to the City Manager. The City Commissioners and/or the City Manager may disqualify any solicitation response where any Commissioner, the City Manager, and/or City Personnel have been lobbied in violation of the black-out period.

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #2020-02
PRIVATE PROVIDER BUILDING PLANNING REVIEW INSPECTION SERVICES**

EXHIBITS

EXHIBIT "A"	Contact Sheet/Bid Form
EXHIBIT "B"	Public Entity Crimes
EXHIBIT "C"	Drug-Free Workplace Certification
EXHIBIT "D"	E-Verify Statement
EXHIBIT "E"	Proposer Acknowledgments and Agreements
EXHIBIT "F"	Conflict of Interest
EXHIBIT "G"	Non-Collusion Affidavit
EXHIBIT "H"	Dispute Disclosure

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #2020-02
PRIVATE PROVIDER BUILDING PLANNING REVIEW INSPECTION SERVICES**

EXHIBIT "A"

CONTACT SHEET/BID FORM

Price is in accordance with the Specifications and the General Conditions of the ITB as provided.

Discipline	Florida Licensed Inspector	Florida Licensed Plans Examiner	Cost Per Hour
Standard 1 & 2 Family			
Plumbing			
Electrical			
Mechanical			

Name: _____

Federal Taxpayer ID: _____

Mailing Address: _____

City, State, & Zip Code: _____

Telephone: _____ Fax: _____

Email: _____ Submitted By: _____

Title: _____

FIRM Accepts Credit Cards*: Yes No

Accounting Contact:

Name: _____ Title: _____

Email Address: _____ Phone: _____

*See preferred method of payment under "Prompt Payment Act" section of the General Conditions

THIS FORM MUST BE INCLUDED WITH PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #2020-02
PRIVATE PROVIDER BUILDING PLANNING REVIEW INSPECTION SERVICES

EXHIBIT "B"

SWORN STATEMENT UNDER F.S. SECTION 287.133(3) (A), ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract for _____.
2. This sworn statement is submitted by (entity) _____ whose business address is _____ and (if applicable) Federal Employer Identification Number (FEIN) is _____ (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)
3. My name is _____ and my relationship to the entity named above is _____.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(a) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a) (b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The City of Fernandina Beach, Florida ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #2020-02
PRIVATE PROVIDER BUILDING PLANNING REVIEW INSPECTION SERVICES

power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted FIRM list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted FIRM list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted FIRM list. (Please describe any action taken by, or pending with, the Department of General Services.)

Signature

Date:

STATE OF FLORIDA

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____ who, after first being sworn by me, affixed their signature at the space provided above on this ____ day of _____,

20____, and is personally known to me, or has provided _____ as identification.

Notary Public

My Commission expires: _____

THIS FORM MUST BE INCLUDED WITH PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #2020-02
PRIVATE PROVIDER BUILDING PLANNING REVIEW INSPECTION SERVICES

EXHIBIT "C"

DRUG-FREE WORKPLACE CERTIFICATION

The below-signed INDIVIDUAL/FIRM certifies that it has implemented a drug-free workplace program. In order to have a drug-free workplace prepare, a business must:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or services a copy of the statement specified in paragraph 1.
4. In the statement in paragraph 1., notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.
5. Impose a sanction on or require fine satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I Certify that this firm complies fully with the above drug-free workplace requirements.

COMPANY: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ PHONE: _____

NAME (TYPED OR PRINTED): _____ TITLE: _____

THIS FORM MUST BE INCLUDED WITH PROPOSAL

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #2020-02
PRIVATE PROVIDER BUILDING PLANNING REVIEW INSPECTION SERVICES**

EXHIBIT "D"

CITY OF FERNANDINA BEACH, FLORIDA



E-VERIFY STATEMENT

Bid/Proposal Number: _____

Project Description: _____

I/FIRM acknowledges and agrees to the following:

I/FIRM shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. All persons employed by the FIRM during the term of the Contract to perform employment duties within Florida; and
2. All persons assigned by the FIRM to perform work pursuant to the contract with the Department.

Individual/Company/Firm: _____

Authorized Signature: _____

Title: _____

Date: _____

THIS FORM MUST BE INCLUDED WITH PROPOSAL

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #2020-02
PRIVATE PROVIDER BUILDING PLANNING REVIEW INSPECTION SERVICES**

EXHIBIT “E”

PROPOSER ACKNOWLEDGEMENTS AND AGREEMENTS

The undersigned, as an employee or agent of the Proposer, having the authority to sign a binding agreement on behalf of the corporation, company, or firm presenting this submittal, confirms understanding and/or agreement and/or takes exception with any statement in the following sections of this RFP document.

1. INTRODUCTION AND GENERAL INFORMATION
Understands and agrees to all terms.
2. PROPOSAL INSTRUCTIONS, TERMS AND CONDITIONS
Understands and agrees to all terms.
3. EVALUATION AND CONTRACT OVERVIEW
Understands and agrees to all terms.
4. PROPOSER’S RESPONSE: SUBMITTAL INFORMATION
Understands and agrees to all terms.
5. PROPOSER’S RESPONSE: PROPOSED TEAM
Understands and agrees to all terms.
6. PROPOSER’S RESPONSE: PROPOSED COMPENSATION
Understands and agrees to all terms.

Name: _____ Title: _____

Signature: _____ Date: _____

THIS FORM MUST BE INCLUDED WITH PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #2020-02
PRIVATE PROVIDER BUILDING PLANNING REVIEW INSPECTION SERVICES

EXHIBIT "F"

CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with Bid, Proposal or Contract for _____.

This sworn statement is submitted by (entity) _____ whose business address is _____ and (if applicable) Federal Employer Identification Number (FEIN) is _____ (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is _____ and my relationship to the entity named above is _____.

1. The above named entity is submitting a bid for the City of Fernandina Beach.
2. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon their own knowledge.
3. The Affiant states that only one submittal for the above proposal is being submitted and that the above named entity has no financial interest in other entities submitting proposals for the same project.
4. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above proposal. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.
5. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.
6. Neither the entity nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
7. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City of Fernandina Beach.
8. I certify that no member of the entity's ownership or management, or staff has a vested interest in any aspect of the City of Fernandina Beach.
9. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify the City of Fernandina Beach.

Signature Date:

STATE OF FLORIDA
COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed their signature at the space provided above on this ____ day of _____, 20____, and is personally known to me, or has provided _____ as identification.

Notary Signature

My Commission expires: _____

THIS FORM MUST BE INCLUDED WITH PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #2020-02
PRIVATE PROVIDER BUILDING PLANNING REVIEW INSPECTION SERVICES

EXHIBIT "G"

NON-COLLUSION AFFIDAVIT

This sworn statement is submitted with Bid, Proposal or Contract for _____.

This sworn statement is submitted by (entity) _____ whose business address is _____ and (if applicable) Federal Employer Identification Number (FEIN) is _____ (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is _____ and my relationship to the entity named above is _____.

1. The above named is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
2. Such Proposal is genuine and is not a collusive or sham proposal;
3. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Proposal in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached proposal or any other Bidder, or to fix any overhead, profit or cost element of the proposal price or the proposal price of any other Bidder, or to secure through any collusion, connivance, or unlawful agreement any advantage against the City of Fernandina Beach, Florida or any person interested in the proposed Contract; and
4. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature

Date:

STATE OF FLORIDA

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed their signature at the space provided above on this ____ day of _____, 20__, and is personally known to me, or has provided _____ as identification.

Notary Signature

My Commission expires: _____

THIS FORM MUST BE INCLUDED WITH PROPOSAL

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #2020-02
PRIVATE PROVIDER BUILDING PLANNING REVIEW INSPECTION SERVICES**

EXHIBIT “H”

DISPUTES DISCLOSURE FORM

Answer the following questions by placing as “X” after “YES” or “NO”. If you answer “YES”, please explain in the space provided, or via attachment.

Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional association within the last five (5) years?

YES___ NO___

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES_____NO_____

Has your firm had against it or filed any request for equitable adjustment, contract claims, bid protest, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES_____NO_____

If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this proposal for the City of Fernandina Beach.

Firm

Date

Authorized Signature

Printed or Typed Name and Title

THIS FORM MUST BE INCLUDED WITH PROPOSAL

CITY OF FERNANDINA BEACH BID OPENING
ITB 2020-02 PRIVATE PROVIDER BUILDING DEPT
March 31, 2020
Opened by Wanda Weeks

DATE/TIME	3/31/20 1:36pm	3/23/2020 2:18pm	3/30/2020 11:26am	3/27/2020 12:59pm	3/27/2020 11:25am
VENDOR NAME	Universal Engineering Sciences	Charles Abbott & Associates	Joe Payne, Inc. d/b/a JPI	Corr & Sons Electric, Inc.	LSGC, LLC
LOCATION	Jacksonville, FL	Tampa, FL	Tampa, FL	Naples, FL	Tampa, FL
EXHIBITS	√	√	√	√	√
ADDENDUM 1-2	√	√	Addendum 2 missing	√	Addendums 1-2 missing
CREDIT CARDS	yes	no	yes	yes - 2.5% fee applies	yes

DISCIPLINE

FL LICENSED INSPECTOR

Standard 1&2 Family
Plumbing
Electrical
Mechanical
Commercial Building

Cost Per Hour	Cost Per Hour	Cost Per Hour	Cost Per Hour	Cost Per Hour
		\$74.00	no bid	Pay Grade 136 x 1.50
Larry Hogan - BN7434 - \$85.00	no bid	\$74.00	no bid	no bid
David Conner - PX2211 - \$90.00	no bid	\$74.00	no bid	no bid
David Conner - PX2211 - \$90.00	no bid	\$74.00	no bid	no bid
David Conner - PX2211 - \$90.00	no bid	\$74.00	no bid	no bid
no bid	no bid	no bid	no bid	no bid

FL LICENSED PLANS EXAMINER

Standard 1&2 Family
Plumbing
Electrical
Mechanical
Commercial Building

Cost Per Hour	Cost Per Hour	Cost Per Hour	Cost Per Hour	Cost Per Hour
Larry Hogan - BN7434 - \$85.00	Bill Golberg - SFP261 - \$90.00	\$89.00	no bid	Pay Grade 136 x 1.50
David Conner - PX2211 - \$90.00	Bill Golberg - PX1387 - \$90.00 Allen Posey - PX3781 - \$90.00	\$89.00	no bid	no bid
David Conner - PX2211 - \$90.00	Allen Posey - PX3781 - \$90.00	\$89.00	PX3484 - \$75.00	no bid
David Conner - PX2211 - \$90.00	Bill Golberg - PX1387 - \$90.00 Allen Posey - PX3781 - \$90.00	\$89.00	no bid	no bid
no bid	Allen Posey - PX3781 - \$90.00 Ole Laursen - PX4189 - \$90.00	no bid	PX3484 - \$75.00	no bid

This is a preliminary summary of the bids as they were opened and announced at the bid opening. Contractor/Vendor should not assume award until after final review/recommendation for award.

Charles Abbott Associates, Inc.



“Helping public agencies provide effective and efficient municipal services to improve communities since 1984”

ITB #2020-02

Private Provider Building Planning Review Inspection Services

City of Fernandina Beach

Attn: City Clerk's Office – ITB #2020-02
204 Ash Street
Fernandina Beach, FL 32034

Charles Abbott Associates, Inc.

3001 North Rocky Point Drive East, Suite 200
Tampa, FL 33607
Toll Free: (866) 530-4980

www.caaprofessionals.com

TABLE OF CONTENTS

Statement of Qualification	3
Introduction	3
Background	3
Proposed Team.....	5
Rusty R. Reed, P.E.....	6
Tim Inglis, CBO.....	7
Ron Grider, PE, CBO, OSD	8
Bill Golberg, CBO, CFM, MCP, MCEP	9
Ole Laursen, CBO.....	11
Steve Ahuna, PE, CBO.....	12
Allen Posey, CBO, MCP	13
Scope of Work	15
Project References	18
Exhibit “A” – Contact Sheet/Bid Form	27
Exhibit “B” - Public entity Crimes.....	29
Exhibit “C” – Drug-Free Workplace Certification	31
Exhibit “D” – E-Verify Statement	32
Exhibit “E” – Proposer Acknowledgements	33
Exhibit “F” – Conflict of Interest Statement.....	34
Exhibit “G” – Non-Collusion Affidavit	35
Exhibit “H” – Disputes Disclosure Form.....	36
Addenda	36

STATEMENT OF QUALIFICATION

Introduction

Charles Abbott Associates, Inc. (**CAA**) is pleased to submit this proposal for **Building Planning Review Inspection Services** to the City of Fernandina Beach (City). **CAA** offers to provide the City with as-needed plan review services at this time, and is able to add building inspection services should the City consider outsourcing the entire building department in the future. This would make it feasible for **CAA** to provide full-time City Hall based staff to conduct plan review and building inspection services for the City of Fernandina Beach.

CAA is very familiar with as-needed plan check services, as our sole business model is providing services to municipal governments in the form of plan checking, inspections and administration in the areas of engineering, environmental, and building and safety. Our Plan Review Service is provided by full-time and part-time plan reviewers, civil as well as structural and non- structural reviewers, throughout each region and available to meet additional workload as required. **CAA** will provide electronic plan review as well as daily pick-up and delivery of plans and specifications via a shipping service such as On-Trac or Eclipse at no additional cost to the City. Plans will be picked up and logged in the **CAA** plan review tracking system before being routed to the appropriate plan reviewer for review. **CAA** currently performs engineering, building and safety, and environmental plan check for cities and counties in Nevada, Colorado and Georgia at our corporate office in Mission Viejo.

We pledge the full resources and backing of our firm to assure that the City has the most efficient and cost effective plan check services strategy available. Our proposed team is comprised of highly qualified and customer-service oriented people able to handle all aspects of the City's residential and commercial plan review process. **CAA** employs only highly qualified licensed and registered professionals with extensive construction experience. Our plan review staff works closely with engineers, architects, and designers, providing greater insight as to the constructability of design and the adherence to State and Federal codes, rules and regulations, Subdivision Map Act and acceptable engineering practices.

All work will be performed under the direction of a licensed engineer who will review plans for compliance with all applicable codes, regulations, guidelines, and permits regarding grading, water quality, tract maps, parcel maps, street improvements, and other plan check services as required for engineering and development projects. Our experience in development review includes review starting at the entitlement stage and runs through construction document preparation, construction, and inspection stages. We have experience in a full range of different types and sizes of development, ranging from single rural properties to master planned communities, mixed use developments, planned unit developments and industrial/commercial business parks.

Background

CAA is a professional services consulting firm specializing in providing Building & Safety, Fire Prevention, Engineering and Environmental Services. Since 1984, **CAA** has been fulfilling its mission in helping municipal governments and regional government

agencies deliver services more efficiently. **CAA** is able to consistently achieve **high standards of service** as a direct result of the company's commitment to nurturing a team of professionals with an exceptional work attitude, mind-set, experience and skills that are unique to **CAA**. Our staff regularly attends and sponsors training courses, seminars, and conferences to ensure staff is up-to-date on the most relevant issues in the industry. As an example of these advanced industry-training standards, the International Code Council (ICC) has recently recognized **CAA** as a **Preferred Provider**, only the 14th entity in the Country to receive such recognition.



CAA will provide the City with a team of **highly qualified, licensed, and certified individuals** to support your plan review needs. Our selected team brings many years of related project experience together with a deep **understanding of local development requirements**. Our business model of providing unrivaled customer service and highly qualified staff makes CAA the perfect candidate to provide the requested services to the City.

Mr. Tim Inglis, CBO, is the project manager selected to work with the City to ensure that our policies, procedures, and manpower will provide the level of service the City desires. He will supervise the project and maintain continuous communication with the City to ensure the City is **100% satisfied** with our staff, our turnaround times, the quality of our work, and the overall teamwork between our staff and yours.

Name and Title: Mr. Tim Inglis, CBO, Director
Phone: (470) 421-0046
Email: timinglis@caaprofessionals.com
Website: www.caaprofessionals.com

Should the City have any questions or require additional information, please contact Tim Inglis or myself.

Sincerely,


Rusty R. Reed, President

PROPOSED TEAM

CAA has grown to a full-time staff of over 200 employees not only comprised of building & safety experts, but also highly trained professionals who are able to balance regulatory requirements, cost effectiveness, political considerations, and practicality when advising our clients. **CAA** always looks for creative solutions for our clients' needs, and we are committed to cost effectiveness without sacrificing quality. **CAA** maintains well qualified and educated plan checkers who are properly licensed by the Florida Department of Business and Professional Regulation. The staff regularly attends training courses, seminars, and conferences to ensure they are up-to-date on the most relevant issues in the industry.

We have assembled a project team with the skills and qualifications necessary to serve the City successfully. This team of highly qualified and experienced staff has provided similar services to many towns, cities, and counties, and brings numerous combined years of related experience to the table. Employees assigned to the City are fully qualified, trained, and licensed in accordance with Florida Statute 468, Part XIII.

Rusty R. Reed, P.E

Principal-in-charge/ Chief Executive Officer/President

Years of Experience

42+

Education

B.S., Civil Engineering, University of Illinois

Registration

Civil Engineer in California, Arizona, Florida, Georgia, Texas, Utah, Colorado, and South Carolina

License

General Contractor "A" – California

Mr Reed is the President of Charles Abbott Associates, Inc. He directs the firm's business affairs and oversees all client services. Mr Reed is involved in all aspects of Environmental Services, Building and Safety, City Engineering, Planning, Public Works, Capital Improvement Programs and Redevelopment for CAA's municipal clients. He is directly accessible to all our clients to ensure that performance standards, schedule and budget targets are met.

Previous Project Experience

- Wrote and identified codes, ordinances, and resolutions for implementation.
- Administered city design services for preparation of plans, specifications, and construction; managed and administered engineering and public works permit procedures, inspection services and records.
- Administered the implementation of Public Works Maintenance Contracts.
- Developed short and long-range capital improvement programs, and coordinated and identified methods of funding.
- Served as Town Engineer for the Town of Apple Valley for over 15 years.

KEY QUALIFICATIONS

- Registered Civil Engineer
- Municipal Background
- Hands-on Engineering Experience
- Project Oversight
- Project Commitment

Tim Inglis, CBO

Regional Director

Years of Experience

20+

Education

M.P.A. in Public Administration, Georgia
Southern University
B.S. in Construction Management, Georgia
Southern University

Certifications

ICC Certified Building Official
ICC Certified Building Code Specialist
ICC Certified Zoning Inspector
ICC Certified Building Inspector
ICC Certified Housing Code Official
ICC Certified Building Code Official
ICC/AACE Property Maintenance and Housing Inspector
ICC Certified Residential Combination Inspector
ICC Certified Accessibility Inspector/Plans Examiner
ICC Certified Building Plans Examiner
NAHB Certified Green Professional
AEE Building Analyst Professional

Professional Memberships

National Contract Management Association
International Code Council (ICC)
Association of Energy Engineers
Greater Atlanta Home Builders Association

KEY QUALIFICATIONS

- Extensive Building & Community Development Experience
- Public Works Management Experience
- Very Strong Project and Program Management Capabilities
- Planning/Organizational Development

Mr. Inglis has worked in the building and community development profession for over 20 years. He has been employed in the private sector since 2006, successfully bringing a modern approach to building inspection programs to cities and counties across the State of Georgia. Specifically, he worked to successfully lead the transition of the newly incorporated cities in North Fulton as well as the City of South Fulton from the traditional county model to a more efficient and effective privatized model. During his career, he has been involved with several large projects such as the KIA Manufacturing Plant in WestPoint, the Performing Arts Center in Newnan, the JCB Manufacturing Plant in Pooler, and the Recreation and Athletic Complex in Young Harris.

Regional Director

Certified Building Official/Plans Examiner/Inspector

Years of Experience

35+

Education

B.S., Civil Engineering, California State University, Los Angeles

Professional Licenses

Professional Engineer GA, CA, CO, FL, NV

Certifications

CALBO Certified Building Official
ICC Certified Building Official (0878901-CB)
IAEI Certified Electrical Inspector
ICC Certified Building Inspector (0878901-B5,K1,10)
ICC Certified Electrical Inspector (0878901-K2,E5)
ICC Certified Mechanical Inspector (0878901-M5,K4,44)
ICC Certified Plumbing Inspector (0878901-P5,K3,34)
ICC Certified Plans Examiner (878901-K6)
ICC Certified Combination Inspector (0878901-K8,K4,C8,50)
ICC Certified Combination Dwelling Inspector (0878901-R5,56)
OES/CALEMA DISASTER SERVICE WORKER (61525)
Level II Certified Design Professional

KEY QUALIFICATIONS

- Extensive Project Management Experience
- Registered Civil Engineer in CO, NV, CA, FL, and TX
- Municipal Experience
- Hands-on Public Works Experience
- Extensive Plans Review Experience
- Multiple Certifications

Mr Grider has over 35 years of construction, public works, and building & safety experience. He has held the position of Building Official, County Engineer, Sr. Engineering Manager as well as numerous other key positions in the field. Well known in the public sector as a compassionate leader focused on customer service, he is routinely involved in the presentation of building code, engineering principles and advancing the cause of preventing life loss and protecting property in Georgia, Nevada and California. As Director for CAA, he directs the services CAA provides in building and safety, engineering, and fire prevention. He is also responsible for quality control and evaluation.

Professional Memberships & Affiliations

Services Office (ISO) Compliance Member American Society of Civil Engineer
Member Structural Engineers Association of Southern California (SEAOSC)
Member Structural Engineers Institute (SEI)
Member California Building Officials (CALBO)
Member International Code Council (ICC)
Safety Assessment Emergency Services – State of California SAPC61525

Inspector/Plans Examiner

Years of Experience

30+

Education

A.A.S in Engineering

Extensive trade and technical schooling

License

Plumbing Contractor (RF0066416)

Florida Standard Inspector (BN3173)

Florida Standard Plans Examiner (PX1387)

Florida Building Code Administrator (BU1685)

Florida Standard 1 and 2 Family Dwelling

Plans SFP (SFP261)

Professional Affiliations

ICC, BOAF, FFMA, ASFPM, AACE, FAPMGI

Certifications

ICC Accessibility Inspector/Plans Examiner

ICC Building Inspector

ICC Building Plans Examiner

ICC Certified Building Code Official

ICC Certified Building Official

ICC Certified Housing Code Official

ICC Certified Mechanical Code Official

ICC Certified Plumbing Code Official

ICC Coastal and Floodplain

Construction Inspector

ICC Combination Inspector

ICC Commercial Combination Inspector

ICC Commercial Electrical Inspector

ICC Disaster Response Inspector

ICC Electrical Inspector

ICC Residential Energy Inspector/Plans Examiner

ICC Mechanical Inspector

ICC Electrical Plans Examiner

ICC Master Code Professional

CC Electrical Code Official

ICC Combination Plans Examiner

ICC Residential Plans Examiner

ICC Fuel Gas Inspector

ICC Mechanical Plans Examiner

ICC Plumbing Inspector

KEY QUALIFICATIONS

- Multiple Certifications
- Hands-On Contractor Experience
- Plumbing Contractor
- Supervisory Experience
- Extensive knowledge of building codes, regulations and construction industry standards
- Excellent Interpersonal Skills
- Code Enforcement Experience

ICC Plumbing Plans Examiner

ICC Residential Combination Inspector

ICC Residential Electrical Inspector

ICC Residential Energy Inspector/Plans Examiner

ICC/AACE Code Enforcement Officer

ICC/AACE Code Enforcement Administrator

ICC/AACE Master Code Enforcement Professional

ICC/AACE Property Maintenance and Housing Inspector

ICC/AACE Zoning Inspector

FDEP Storm Water Management Inspector (#25939)

Certified Floodplain Manager (US-12-06545)

Mr. Golberg has over 20 years of Building & Safety and contractor experience. In the past, he has supervised the daily operations of the Building, Zoning and Licensing Department as well as performed inspections and plan reviews for multiple cities in Florida. He has extensive experience performing inspections and reviewing plans for all residential, commercial and industrial buildings and structures. He also has experience with Building and Life Safety Departments, Code Enforcement and Licensing Departments. Additionally, he has conducted inspector training.

Recent Project Experience

- Interim Building Official, Commercial Building Inspector and Plans Reviewer for the City of Forest Park, GA
- Disaster Recovery, Commercial Building Inspector for the City of Wheat Ridge, CO
- Commercial Building Inspector multiple jurisdictions Ventura and Orange County, CA
- Overflow Commercial Plan Reviewer
- Building and Zoning Official for the City of Port Richey, FL
- Building Official for the Cities of Crystal River, Brooksville and Weeki Wachee, FL
- Building Official for the City of Lagrange, GA
- Chief Plumbing Inspector/Examiner for Pasco County, FL
- Plumbing/Combination Inspector/Examiner for Pasco County, FL

Verified Candidate



[Search Again](#)

Customer Name:

William Golberg

Account Number:

5179424

Certifications:

Expires:

03/28/2022	Combination Plans Examiner
03/28/2022	Electrical Inspector
05/05/2022	Commercial Energy Inspector
03/28/2022	Residential Mechanical Inspector
09/10/2021	Mechanical Plans Examiner
03/28/2022	Plumbing Code Official
03/28/2022	Residential Electrical Inspector
03/28/2022	Combination Inspector
03/28/2022	Commercial Electrical Inspector
03/28/2022	Disaster Response Inspector
09/10/2021	Mechanical Code Official
09/10/2021	Housing Code Official
03/28/2022	Residential Building Inspector
03/28/2022	Electrical Plans Examiner
09/10/2021	Commercial Combination Inspector
03/28/2022	Residential Combination Inspector
03/28/2022	Coastal and Floodplain Construction Inspector
03/28/2022	Fuel Gas Inspector
03/28/2022	Residential Plumbing Inspector
03/28/2022	Mechanical Inspector
03/28/2022	Building Plans Examiner
03/28/2022	Certified Building Official
03/28/2022	Electrical Code Official
09/10/2021	Building Code Official
09/10/2021	Plumbing Inspector
09/10/2021	Building Inspector
09/10/2021	ICC/AACE Code Enforcement Officer
03/28/2022	ICC / AACE Property Maintenance and Housing Inspector
03/28/2022	Residential Energy Inspector/Plans Examiner
03/28/2022	Residential Plans Examiner
03/28/2022	Residential Fire Sprinkler Inspector/Plans Examiner
09/10/2021	ICC/AACE Code Enforcement Administrator
09/10/2021	Zoning Inspector
03/28/2022	Master Code Professional
05/05/2022	Commercial Energy Plans Examiner
03/28/2022	Plumbing Plans Examiner
03/28/2022	Accessibility Inspector/Plans Examiner
05/07/2021	Building Code Specialist
06/12/2021	Plumbing Code Specialist
06/18/2021	Electrical Code Specialist
06/18/2021	Mechanical Code Specialist
08/24/2021	Housing and Zoning Code Specialist

Ole Laursen, CBO

Certified Plans Examiner

Years of Experience

24+

Education

Bachelor of Business, Niels Brock Business College, Copenhagen
Microsoft Certified System Engineer NT 4.0

License

State Certified General Contractor (GCG# 1513799)

Professional Affiliations

ICC, BOAF

Certifications

ICC Certified Commercial Building Inspector (BN#7455)

ICC Certified Building Plans Examiner (PX#4189)

ICC Certified Building Official (BU#2055)

Mr. Laursen is a certified commercial building inspector, building official, and building plans examiner in Florida, who has an extensive background as a general contractor and military veteran with 24+ years of combined expertise. He leverages his extensive experience in construction to conduct inspections on residential and commercial properties, carefully inspects foundations, slabs, columns, tie beams, truss systems, and interior framing on windows/doors, and performs roof inspections on all types of roofs. He also inspects fences and driveways.

Recent Project Experience

- Building Inspector / Plans Examiner for the City of Tamarac, FL

KEY QUALIFICATIONS

- General Contractor
- Strong Interpersonal Communication and Leadership Skills
- Attention to Detail
- Multilingual

Steve Ahuna, PE, CBO

Registered Civil Engineer/Certified Plans Examiner

Years of Experience

30+

Education

M.S., Applied Economics, Santa Clara University, Santa Clara, CA

B.S., Architectural Engineering, California State University, San Luis Obispo

Professional Memberships

ICC, CALBO, SEAOSC

Certifications

ICC Certified Building Official (1036330-CB)

ICC Certified Plans Examiner (1036330-B3)

ICC Certified Plans Examiner UBC (1036330-60)

OES/CALEMA Disaster Service Worker

KEY QUALIFICATIONS

- Licensed and Certified
- Certified Building Official
- Building Plans Examiner
- PE License CA, NV, FL and AZ
- Municipal Experience
- Structural and Architectural Review
- Extensive Plans Review Experience

Registration

Civil Engineer in California (C 34264), Nevada, Florida and Arizona

Mr. Ahuna has over 30 years of experience in architectural and structural review of residential and non-residential plans. He has plan review experience working for both private and municipal entities. Prior to working as a plan checker, he worked for a private consulting structural engineering firm as a design engineer for residential and non-residential buildings. He will oversee the plan review staff in the review of plans and calculations for compliance with adopted codes and any adopted amendments.

Allen Posey, CBO, MCP

Certified Fire Marshall/Building Official/Plans Examiner/Inspector/Master Code Professional

Years of Experience

37+

Education

A.S., Columbus Technical College, Mechanical Engineering Technology

License

Florida Building Code Administrator (BU1925)
Florida Standard Plans Examiner (PX3781)
Florida Electrical Plans Examiner
Florida Mechanical Plans Examiner
Florida Plumbing Plans Examiner

KEY QUALIFICATIONS

- Multiple Certifications
- Municipal Background
- Proven Conflict Resolution Skills
- Hands-On Experience with Design and Construction
- Extensive Knowledge of Codes & Regulations

Professional License

Georgia Electrical Non-Restricted Electrical Contractor
Alabama Electrical Non-Restricted Electrical Contractor
Colorado Electrical Contractor/Master Electrician
Georgia Certified Fire Marshal
Part 107 Licensed Drone Pilot

Instructor Electrical Master and Journeyman Program Independent Electrification Council

Professional Memberships

ICC, IAEI Georgia, IAEI Colorado, ICC Colorado, WGIA Georgia, MIAI Georgia, AEC Georgia

Certifications

Building Inspector	Master Code Professional
Building Plans Examiner	Mechanical Plans Examiner
Building Code Official	Mechanical Inspector
Certified Building Official (CBO)	Permit Technician
Electrical Code Official	Plumbing Plans Examiner
Housing Code Official	Plumbing Inspector
Mechanical Code Official	Residential Combination Inspector
Plumbing Code Official	Residential Electrical Inspector
Combination Inspector	ICC/AACE Code Enforcement Administrator
Commercial Combination Inspector	ICC/AACE Code Enforcement Officer
Commercial Electrical Inspector	Fire Inspector II
Electrical Inspector	Combination Plans Examiner
Electrical Plans Examiner	Fire Plans Examiner
Fire inspector I	Disaster Response Inspector
Property Maintenance and Housing Inspector	AACE Master Code Enforcement Professional
Zoning Inspector	Commercial Energy Plans Examiner

Residential Energy Inspector/Plans Examiner
Residential Plans Examiner
Accessibility Inspector/Plans Examiner
Residential Building Inspector
Residential Mechanical Inspector

Certified Fire Marshall
Residential Plumbing Inspector
Soil Erosion Inspector

Mr. Posey has over 37 years of construction, building and safety experience, with 30 years of code administration, problem solving, and material work force management experience. He has held the positions of Chief Electrical Inspector, Plans Examiner, and Building Official. He was responsible for all electrical plans examining, electrical inspections assignments, and all field inspections. Duties also included management of Permitting and Inspection Software System. Allen has inspected and plan reviewed projects including residential, commercial, education and industrial structures. He is also experienced in the implementation and training of CAA's permitting software, CityTech Solutions.

SCOPE OF WORK

CAA's Services for the City will include Plan Review Services for compliance with Florida Building Code and other applicable statutes. CAA will provide the following services:

CAA will provide plan review services for commercial and residential projects, including structural, mechanical, electrical, plumbing, fire, gas and building. Plans will be reviewed for conformance to FEMA/NFIP Standards, Local Floodplain regulations, and all other applicable codes and regulations as well as submittal requirements.

Type of Job	Turnaround Time First Check	Turnaround Time Re-Check
Residential		
New Construction	10 working days or less	5 working days or less
Addition	5 working days or less	5 working days or less
Remodel	5 working days or less	5 working days or less

Type of Job	Turnaround Time First Check	Turnaround Time Re-Check
Non-Residential		
New Construction	10 working days or less	5 working days or less
Addition	5 working days or less	5 working days or less
Remodel	5 working days or less	5 working days or less

CAA thoroughly and promptly checks all plans for compliance with all local ordinances and state and federal laws pertaining to the Florida Building Codes, and for compliance with the adopted Building Code, Plumbing Code, Electrical Code, Mechanical Code, Disabled Access requirements, Energy requirements, and/or Fire Code.

Our approach to plan checking ensures that plans submitted to CAA for review are properly tracked and processed. Our system ensures that each plan or permit is assigned, returned, and handled on time and within budget. The status of any plan can easily be determined at any point in time.

Our registered professionals and certified plan examiners check all plans and calculations, thus assuring that the technical components and all code items are thoroughly reviewed. Plan reviews will be performed under the supervision and authority of the building official.

Our staff is well-versed in the Florida Building Code in each of the following categories:

✓ **Architectural**

CAA staff is certified and experienced in all phases of architectural review, including construction types, occupancies, separations, heights, areas, egress means, and fire/life safety. CAA staff will bring many years of experience to the City's review and inspection process with respect to size, shape, and use of buildings with varying complexities. Many of CAA's staff are active in non structural and architectural code promulgation at the state and national level and several sit on International Code Council (ICC) committees.

✓ **Structural**

CAA's plan review structural engineers have reviewed structural plans with varying degrees of construction complexity from single-family homes to high-rise multi-use facilities. CAA's plan review engineers maintain Florida registration with an average experience of over 30 years in structural and design plan review.

✓ **Mechanical**

CAA staff is experienced in plan review and inspection of mechanical installations for compliance with the Florida Building Code, Mechanical, including piping, duct layouts, and sizing for HVAC systems, mechanical equipment approval listings, and mechanical fixture locations, sizing, and counts. CAA staff will bring such knowledge, experience, and understanding to City reviews and inspections.

✓ **Plumbing**

CAA staff is trained to review plans for compliance with all aspects of the Florida Plumbing Code, including piping layouts and isometrics, plumbing fixture locations and approval listings, pipe size calculations, and accessibility details. CAA staff is well knowledgeable and experienced in the review and inspection of plumbing plans and installations, including applications from the simple to the complex. Since many of our staff has worked in the field, they can draw on their own expertise and experiences as the designer, developer, and inspector.

✓ **Electrical**

CAA staff is experienced in the plan review and the inspection of various electrical installations, both residential and commercial. CAA staff will review plans for compliance with the Florida Electrical Code, including the review of schematics, diagrams, panel schedules, load calculations, fixture approval listings, Title 24 Energy compliance calculations, and accessibility data.

✓ **Floodplain Management**

CAA staff strictly adheres to local floodplain ordinances in the course of our plan review and inspections. Our staff is familiar with the substantial improvement rule and how to regulate major additions and other improvements to buildings in the floodplain, as well as the substantial damage rule and how to regulate reconstruction and repairs to buildings that have been severely damaged.

✓ **Energy**

CAA staff is well versed in Florida Building Code Energy Conservation Codes for Residential and Non-Residential Buildings. CAA staff receives extensive annual training to ensure that each is aware of the specifics of these state programs.

✓ **Accessibility**

CAA staff attends state and locally sponsored training relative to disabled access. CAA staff takes disabled access very seriously and has been proactive on CALBO's Accessibility Compliance Committee. CAA provides CASp staff members in order to meet State accessibility requirements.

✓ **LEED**

CAA recognizes the importance of and pursues environmentally conscious design and development procedures consistent with the U.S. Green Building Council (USGBC), Leadership in Energy & Environmental Design (LEED) certification standards. CAA has

staff certified through the LEED process that are available to review development projects that are required to have LEED Certification(s).

✓ **Green Building Code Review**

CAA can and will provide staff that is aware and up to date on Green Building Standards Code revisions. As with LEED certification, CAA seeks to enhance and improve development projects through cooperation and collaboration with stakeholders. CAA has several staff members who are green certified plan examiners and building inspectors.

PROJECT REFERENCES

CAA is exceptionally well qualified to provide our services to the City. Because of our long history serving other similar coastal cities in the State of California and Florida, we fully understand the technical, cultural, and political nature of the services to be performed.

Founded in California in 1984, CAA's business model has been based on the philosophy of providing exceptional service and value. We do this by hiring and training exceptional personnel, and expanding our client base selectively and incrementally to ensure continuous growth while providing the highest levels of service in the industry. In 1998, CAA successfully ventured into the State of Nevada, where we now work with most major municipalities. In 2012, we added the State of Georgia, where we currently work with over 20 municipalities in the Greater Atlanta Area and are showing continued growth. Most recently, we started working with the City of Green Cove Springs and Leon County in Florida, and are looking forward to expanding our Florida presence. The key personnel proposed for the City of Fernandina Beach has been an integral part of this growth, and has extensive experience in entering and developing new geographic markets. Being fairly new to the State of Florida and having grown the company to one of the biggest and most successful building & safety firms mainly through word of mouth advertising, the City would be a very important customer and, as such, receive the highest level of care and service at the best possible price.

The following list shows a few related projects for CAA with an outline of services provided to each client, as well as the period of time that we have been performing the referenced service. We are extremely proud of our track record and the length of time we have continuously provided services to our clients. We invite you to contact any of our clients to obtain their opinion of the services we provide for them.

REFERENCES	SERVICES	SINCE
Green Cove Springs Mike Daniels, Community Development Director (904) 297-7500 321 Walnut St, Green Cove Springs, FL 32043	Building & Safety	2019
Leon County Doug Maples, Director Building Plans Review and Inspection (850) 606-5300 435 N. Macomb Street, Tallahassee, FL 32301	Plan Review	2019
City of Tifton Pete Pyrzewski, City Manager (229) 338-3860 130 1st St E, Tifton, GA 31794	Building & Safety	2020
Dooly County Stephen Sanders, County Administrator (229) 268-4228 113 N. Third Street, Room #1, Vienna, GA 31092	Building & Safety	2019

City of Fort Morgan Steve Glammeyer, Director of Public Works (970) 542-3960 110 Main Street, Fort Morgan, CO 80701	Building & Safety	2020
Town of Lochbuie Steve Stamey, Town Administrator (303) 655-9308 703 Weld County Rd. 37, Lochbuie, CO 80603	Building & Safety	2020
City of Fayetteville Ray Gibson, City Manager (770) 461-6029 240 South Glynn St., Fayetteville, GA 30214	Fire Plan Review	2019
City of Emerson Todd Heath, Assistant City Manager (770) 382-9819 700 Highway 293, Emerson, GA 30137	Building & Safety	2019
Spalding County Chad Jacobs, Community Development Director (770) 467-4254 119 E. Solomon Street, Griffin, GA 30223	Building & Safety	2019
Town of Frederick Kevin Ash, Engineering Director (720) 382-5500 401 Locust St. Frederick, CO 80530	Engineering Plan Review Building & Safety	2019 2018
Town of Keenesburg Debra Chumley, Town Manager (303) 732-4281 140 S. Main Street Keenesburg, CO 80643	Building & Safety Code Enforcement	2019
City of Conroe Paul Virgadamo, City Manager (936) 522-3003 505 West Davis Street, Conroe TX 77305	Engineering Plan Review	2018
City of Covington Scott Gaither, Planning & Zoning Director (770) 385-2178 2116 Stallings Street, Covington, GA 30014	Building & Safety	2018
City of Albany/Dougherty County Paul Forgey, Director Planning, Development Services & Code Enforcement (229) 438-3901 240 Pine Avenue, Suite 300, Albany, GA 31702	Building & Safety	2017
Town of Bennett Deb Merkle, Community Development Manager (303) 644-3249 401 S First Street, Bennett, CO 80102	Building & Safety Electrical Inspection	2017 2018
City of Jackson Kay Pippin, Mayor (770) 775-7535 134 South Oak Street, Jackson, GA 30233	Building & Safety	2017

City of Peachtree City Dave Borkowski, City Engineer (770) 631-2538 153 Willowbend Rd., Peachtree City, GA 30269	City Engineering Plan Review	2017
City of Stockbridge Camilla J. Moore, Community Development Director (678) 833-3354 4640 North Henry Boulevard, Stockbridge, GA 30281	Building & Safety	2017
City of South Fulton Shayla Reed, Community Development Director (470) 809-7700 Industrial Blvd. Atlanta, GA 30336	Building & Safety	2017
City of Wheat Ridge Kenneth Johnstone, Community Development Director (303) 235-2844 7500 W. 29 th Ave., Wheat Ridge, CO 80033	Building & Safety	2016
Town of Lyons Victoria Simonsen, Town Administrator (303) 823-6622 432 5th Avenue, Lyons, CO 80540	Building & Safety	2016
City of Ojai James Vega, Assistant City Manager (805) 646-5581 401 S. Ventura Street, Ojai, CA 93023	Building & Safety Code Enforcement	2016
City of Cleveland Connie Tracas, City Administrator (706) 865-2017 85 South Main Street, Cleveland, GA 30528	Building & Safety	2016
City of Dahlonega Bill Schmid, City Manager (706) 864-6133 465 Riley Road, Dahlonega, GA 30533	Building & Safety	2016
City of Lake Forest Angela Redding, City Manager (949) 461-3575 25550 Commercentre Drive, Suite 100 Lake Forest, CA 92630	Street Maintenance	2016
City of Hogansville Lisa Kelly, City Clerk (706) 637-8629 400 East Main Street, Hogansville, GA 30230	Building & Safety	2016
City of Brookhaven Patrice Ruffin, Director of Community Development (404) 637-0500 4362 Peachtree Road, Brookhaven, GA 30319	Building & Safety Code Enforcement	2015
City of Moreno Valley Ahmad Ansari, Director of Public Works (951) 413-3000 14177 Frederick Street, Moreno Valley, CA 92552	Environmental/NPDES	2014

City of Calimesa Bonnie Johnson, City Manager (909) 795-9801 908 Park Avenue, Calimesa, CA 92320	Building & Safety Full Service Planning Public Works Code Enforcement	2014
City of Carson City Lee Plemel, Director Community Development (775) 283-7075 108 E. Proctor St., Carson City, NV 89701	Building & Safety Full Service	2014
City of San Dimas Krishna Patel, Community Dev. Director (909) 394-6200 245 E Bonita Ave, San Dimas, CA 91773	Environmental/NPDES	2014
City of Forest Park James Shelby, Interim Director (404) 608-2300 785 Forest Parkway, Forest Park, GA 30297	Building & Safety	2014
City of Manchester Doug Westberry, City Manager (706) 846-3141 P.O. Box 366, Manchester, GA 31816	Building & Safety Code Enforcement	2014
City of Griffin Kenny Smith, City Manager (770) 229-6406 100 South Hill Street, Griffin, GA 30223	Building & Safety	2014
City of Duarte Craig Hensley, Community Dev. Director (626) 386-6835 1600 Huntington Dr, Duarte, CA 91010	Building & Safety Inspection & Plan Check, Code Administration	2013
City of Redondo Beach Geraldine Trivedi, Project Manager (310) 372-1171 415 Diamond Street Redondo Beach, CA 135277	Environmental/NPDES	2013
City of Riverdale Scott Wood, City Manager (770) 909-5480 971 Wilson Road, Riverdale, GA 30296	Building & Safety City Engineering Public Works	2012
City of Palmetto William Shell, City Administrator (770) 463-3377 509 Toombs Street, Palmetto, GA 30268	Building & Safety City Engineering	2012
City of La Palma Laurie Murray, City Manager (714) 690-3334 7822 Walker Street, La Palma, CA 90623	Building & Safety Environmental/NPDES	2012
City of Laguna Hills Ken Rosenfield, Assist. City Manager/Public Services Director (949) 707-2655 24035 El Toro Road, Laguna Hills, CA 92653	Street Maintenance	2012

City of Laguna Woods Chris Macon, City Manager (949) 639-0500 24264 El Toro Road, Laguna Woods, CA 92637	Environmental/NPDES	2010
City of Los Alamitos Les Johnson, Community Services Director (562) 431-3538 3191 Katella Avenue, Los Alamitos, CA 90270	Building & Safety Environmental/NPDES	2010
City of Pomona Julie Carver Environmental Programs Supervisor (909) 620-2261 505 South Garey Ave, Pomona, CA 91766	Environmental/NPDES	2010
City of Cypress Douglas Dancs, Director of Public Works (714) 229-6752 5257 Orange Avenue, Cypress, CA 90630	Plan Check Building Inspection NPDES Inspection and Plan Review	2008
City of Rancho Santa Margarita Cheryl Kuta, Development Services Director (949) 635-1800, ext. 6707 22122 El Paseo, Rancho Santa Margarita, CA 92688	Building & Safety Environmental Public Works Code Enforcement	2007
City of Laguna Niguel John Morgan, Planning Manager (949) 362-4313 30111 Crown Valley Parkway, Laguna Niguel, CA 92677	Building & Safety	2006
City of Fountain Valley Brian James, Planning & Building Director (714) 593-4426 10200 Slater Ave. Fountain Valley, CA 92708	Building & Safety	2004
City of Stanton Kelly Hart, Community Dev. Director (714) 890-4213 7800 Katella Avenue, Stanton, CA 90680	Building & Safety	2004
City of Aliso Viejo David Doyle, City Manager (949) 425-2500 12 Journey, Suite 100, Aliso Viejo, CA 92656	Building & Safety Engineering Support Code Enforcement Environmental	2002
Town of Pahrump Pam Webster, County Manager (775) 751-7075 400 N. Highway 160, Pahrump, NV 89060	Building & Safety Environmental County Engineering	1998
City of Mission Viejo Elaine Lister, Community Dev. Director (949) 470-3000 200 Civic Center, Mission Viejo, CA 92691	Building & Safety Public Works Plan Check Public Works Inspection	1995

City of Camarillo Dave Norman, City Manager (805) 388-5307 601 Carmen Drive, Camarillo, CA 93010	Building & Safety Public Works Inspections Environmental/NPDES	1994
City of Yucaipa Ray Casey, City Manager (909) 797-2489 34272 Yucaipa Boulevard, Yucaipa, CA 92399	Building & Safety Engineering Support Fire Marshall Services	1993
City of Twentynine Palms Frank Luckino, City Manager (760) 367-6799 6136 Adobe Road, Twentynine Palms, CA 92277	Building & Safety City Engineering Traffic Engineering	1993
Town of Yucca Valley Shane Steuckle, Community Dev. Director (760) 369-7207 57090 Twentynine Palms Highway, Yucca Valley, CA 92284	Building & Safety	1992
Town of Apple Valley Lori Lamson, Assistant Town Manager (760) 240-7000 14955 Dale Evans Parkway, Apple Valley, CA 92307	Building & Safety Public Work Administration Town Engineering	1990
City of Hidden Hills Kerry Kallman, City Manager (818) 888-9281 6165 Spring Valley Road, Hidden Hills, CA 91302	Building & Safety City Engineering	1990
City of Moorpark Troy Brown, City Manager (805) 517-6221 799 Moorpark Avenue, Moorpark, CA 93021	Building & Safety Environmental/NPDES	1988

Other Relevant Information

CAA has over 35 years of experience providing contract services to cities and towns. The case studies below illustrate our ability to respond quickly to any increase in workload, whether caused by a spike in building activity or a natural disaster.

City of Wheat Ridge, Colorado

A western suburb of Denver, Wheat Ridge is an expansive community with an interesting mix of old and new. Although primarily a residential city, Wheat Ridge's convenient location and easy access to major thoroughfares has much to offer to the business community. In addition, the City is taking progressive steps to promote its commercial corridors, and already features several retail centers along with a large number of parks and outdoor recreation spaces.

With this growing development activity, the City started looking at alternatives to provide its building department services. In April 2017, CAA was selected to support the City with as-needed inspections to assist with any increase in building activity. Shortly thereafter, the area was hit by Colorado's most destructive hailstorm to date, with hailstones as big as baseballs pelting areas west of the Denver metro area, including

Wheat Ridge, and causing a record of \$1.4 billion in damage to vehicles, buildings, and infrastructure.

One of the many advantages of utilizing a private provider for building department services is the ability of those providers to meet any sudden changes in workload with additional staff. Immediately following the storm, inspections at the City skyrocketed from an average of 30 per day to well over 100 per day, but CAA was able to handle this increase smoothly and efficiently by bringing in up to 7 additional staff members during peak times, minimizing wait times and allowing residents to get back to normal as quickly as possible. "CAA was able to identify necessary resources from as far away as California, Nevada and Georgia so that we could meet the volume of work that was created by the storm", said Ken Johnstone, Community Development Director of the City. "By the end of the year we had issued and inspected over 7,000 residential roofs alone – over half of the single family homes in the City. We are all proud to say that we never stopped our longstanding practice of honoring next day inspections and maintained our best practice of completing mid-roof inspections in addition to final inspections".

One year after the storm, this business model has proven highly beneficial to Wheat Ridge, and CAA was hired to run the City's entire building department. Says Ken Johnstone: "We were able to negotiate an attractive pricing strategy whereby CAA retains only a portion of our various building permit and plan review revenues, and that percentage share back goes down as work volume goes up, which was very attractive to the City. We have now officially been using CAA in this full-service model since early March, 2018 and couldn't be more pleased with how CAAs commitment to customer service and professionalism is delivering on the needs of the City, its citizens and our contractor community!"

City of Albany, GA

Located on the Flint River with a population of approximately 95,000, the City of Albany is the seat of Dougherty County and the eighth-largest city in the State of Georgia. The City prides itself on being a City of Excellence and is known as the "Good Life City." Historically, the City used to provide its own Development Services for both the City and the County. But following the excessive building damage caused by tornadoes in early 2017 and the departure of the City's Building Official, the City found itself backlogged and unable to manage the additional workload effectively. Through an official RFP process, CAA was selected over the competition to provide contract Building and Safety Services to the City and County. CAA now provides the City with a permit technician, three building inspectors, and a Building Official to cover the service area of approximately 300 square miles. CAA also provides the City with its own permit and inspection software, 84Works, which has been customized to fulfill the exact needs of the City.

CAA provided a smooth transition within a matter of days of being selected as the City's contractor, and was able to quickly achieve significant process improvements. In the words of Phil Roberson, Assistant City Manager:

"The City of Albany has been extremely impressed with how quickly CAA was able to step in and provide us with complete Building & Safety Services. Following the January 2017 storms, Albany was left with hundreds of houses in need of repair or rebuilding.

CAA was able to bring a CBO and inspectors with years of experience to help Albany and its citizens in the rebuilding process. One of our major industries, Proctor and Gamble, lost their distribution warehouse as a result of the Jan 22 tornadoes. On the one-year anniversary of the storm, P&G held a ribbon cutting at their new ultra-modern distribution warehouse, which replaced the one destroyed by the tornadoes. At the ribbon cutting, the CEO of the Albany P&G plant credited the contractors, P&G staff, and the work by the Inspection and Development Services staff of the City (including CAA) for making the one year build out possible. This type of high level recognition is a testament to the benefits derived from the partnership between CAA and the City of Albany.”

Within the first 3 months, CAA has processed 752 permits and conducted 896 inspections for the City of Albany.

Town of Lyons, CO

Lyons, Colorado is nestled in the foothills of the Rocky Mountains, and is well known for its art, music, culture, and natural beauty. Visitors flock to Lyons to attend its annual music festivals, visits its shops and restaurants, and enjoy the numerous parks and amenities.

As a small town, Lyons is no stranger to the concept of public private partnerships and has outsourced its building department services for a number of years. CAA has been the provider of choice since 2017 and operates the Town’s whole building department, including building plan review, building inspections, software system administration, and building official services.

CAA prides itself in bridging the disconnect that often occurs between municipalities and contracted service providers by providing a consistent presence and availability of highly trained personnel. CAA keeps regular office hours at the Town, conducts inspections the very next day, and is always available by phone and email, thus guaranteeing the public crucial access to building services right when they are needed. In addition, CAA provides the Town with its own permit issuance and tracking system.

According to Victoria Simonsen, Town Administrator: “Lyons is still in recovery from a nationally-declared disaster in 2013. CAA was able to address our increased needs and is providing excellent services to our community. The staff have been responsive, timely and have great customer service skills! We are very satisfied with the building inspection and plan review services that we are receiving from them.”

CAA personnel is highly trained and continuously keeps up on current regulations and codes, ensuring quality, compliance and the highest level of safety for residents. As such, CAA is assisting the Town with ordinance and code adoption, as well.

City of Brookhaven, GA

Located in the northeast suburbs of Atlanta in western DeKalb County with a population of approximately 50,000, the City of Brookhaven officially became a city in 2012 and operates Parks & Recreation, Police, Public Works and Community Development Departments.

The City's economic outlook is fantastic, with lots of building activities currently in progress and on the horizon. One example is the new \$1 billion hospital and pediatric campus of Children's Healthcare of Atlanta, which is to be built in Brookhaven through 2025. The new campus will include a 446-bed hospital, support buildings, a physical plant, more than 20 acres of green space, as well as a 260,000-square-foot ambulatory care center – making this campus the single largest health-care project in Georgia's history. It will create 16,500 construction jobs through 2025 and 3,600 permanent net jobs upon its opening.

As the Building & Safety Services provider for the City, Charles Abbott Associates, Inc. (CAA) will be intimately involved with all phases of the construction of the project. CAA has been providing municipal services for the City since 2015. The services provided include the front permit counter, building plan review, building inspections, code enforcement, software system administration, and arborist services.

EXHIBIT "A" – CONTACT SHEET/BID FORM

Please find below the City's bid sheet as requested. At this point, CAA proposes to provide plan review services to the City. Plan reviews will be performed electronically and off site at CAA's office, and CAA will take charge of daily pick-up and delivery of more complex plans and specifications via a shipping service at no additional cost to the City.

A 2 hour minimum applies to the hourly rates quoted below.

CITY OF FERNANDINA BEACH, FLORIDA

ADDENDUM NO. 2

For

ITB 2020-02 PRIVATE PROVIDER BUILDING PLAN REVIEW INSPECTION SERVICES

EXHIBIT "A" - AMENDED**CONTACT SHEET/BID FORM**

Price is in accordance with the Specifications and the General Conditions of the ITB as provided.

Discipline	Florida Licensed Inspector	Florida Licensed Plans Examiner	Cost Per Hour
Standard 1 & 2 Family		Bill Golberg - SFP261	\$90
Plumbing		Bill Golberg - PX1387 Allen Posey - PX3781	\$90
Electrical		Allen Posey - PX3781	\$90
Mechanical		Bill Golberg - PX1387 Allen Posey - PX3781	\$90
Commercial Building		Allen Posey - PX3781 Ole Laursen - PX4189	\$90

Name: Charles Abbott Associates, Inc. (CAA)

Federal Taxpayer ID: 33-0053899

Mailing Address: 3001 North Rocky Point Drive East, Suite 200

City, State, & Zip Code: Tampa, FL 33607

Telephone: (866) 530-4980

Fax:

Email: timinglis@caaprofessionals.com

Submitted By: Tim Inglis

Title: CBO, Director

FIRM Accepts Credit Cards*: Yes ☒ No

Accounting Contact:

Name: Diann Nolte

Title: Comptroller

Email Address: diannnolte@caaprofessionals.com

Phone: (866) 530-4980

*See preferred method of payment under "Prompt Payment Act" section of the General Conditions

THIS FORM MUST BE INCLUDED WITH PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #2020-02
PRIVATE PROVIDER BUILDING PLANNING REVIEW INSPECTION SERVICES

EXHIBIT "B"

SWORN STATEMENT UNDER F.S. SECTION 287.133(3) (A), ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract for ITB #2020-02.
2. This sworn statement is submitted by (entity) Charles Abbott Associates, Inc. whose business address is 27401 Los Altos #220, Mission Viejo, CA 92691 and (if applicable) Federal Employer Identification Number (FEIN) is 33-0053899 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)
3. My name is Rusty R. Reed and my relationship to the entity named above is President.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(a) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a) (b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The City of Fernandina Beach, Florida ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #2020-02
PRIVATE PROVIDER BUILDING PLANNING REVIEW INSPECTION SERVICES

power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

X Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

 The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (Please attach a copy of the final order.)

 The person or affiliate was placed on the convicted FIRM list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted FIRM list. (Please attach a copy of the final order.)

 The person or affiliate has not been placed on the convicted FIRM list. (Please describe any action taken by, or pending with, the Department of General Services.)


Signature

03/24/2020

Date:

STATE OF FLORIDA

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____ who, after first being sworn by me, affixed their signature at the space provided above on this ____ day of _____,

20____, and is personally known to me, or has provided _____ as identification.

Due to the COVID-19 epidemic and subsequent office closures, we are unable to obtain notary services at this time. We will provide notarized forms as soon as we are safely able to do so.

Notary Public

My Commission expires: _____

THIS FORM MUST BE INCLUDED WITH PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #2020-02
PRIVATE PROVIDER BUILDING PLANNING REVIEW INSPECTION SERVICES

EXHIBIT "C"

DRUG-FREE WORKPLACE CERTIFICATION

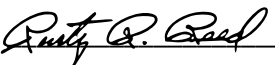
The below-signed INDIVIDUAL/FIRM certifies that it has implemented a drug-free workplace program. In order to have a drug-free workplace prepare, a business must:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or services a copy of the statement specified in paragraph 1.
4. In the statement in paragraph 1., notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.
5. Impose a sanction on or require fine satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I Certify that this firm complies fully with the above drug-free workplace requirements.

COMPANY: Charles Abbott Associates, Inc. (CAA)

CITY: Mission Viejo STATE: CA ZIP CODE: 92691

SIGNATURE:  PHONE: (866) 530-4980

NAME (TYPED OR PRINTED): Rusty R. Reed TITLE: President

THIS FORM MUST BE INCLUDED WITH PROPOSAL

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #2020-02
PRIVATE PROVIDER BUILDING PLANNING REVIEW INSPECTION SERVICES**

EXHIBIT "D"

CITY OF FERNANDINA BEACH, FLORIDA



E-VERIFY STATEMENT

Bid/Proposal Number: ITB #2020-02

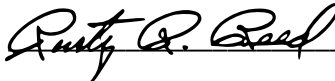
Project Description: Private Provider Building Planning Review Inspection Services

I/FIRM acknowledges and agrees to the following:

I/FIRM shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. All persons employed by the FIRM during the term of the Contract to perform employment duties within Florida; and
2. All persons assigned by the FIRM to perform work pursuant to the contract with the Department.

Individual/Company/Firm: Charles Abbott Associates, Inc. (CAA)

Authorized Signature: 

Title: President

Date: 03/24/2020

THIS FORM MUST BE INCLUDED WITH PROPOSAL

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #2020-02
PRIVATE PROVIDER BUILDING PLANNING REVIEW INSPECTION SERVICES**

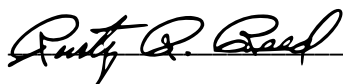
EXHIBIT "E"

PROPOSER ACKNOWLEDGEMENTS AND AGREEMENTS

The undersigned, as an employee or agent of the Proposer, having the authority to sign a binding agreement on behalf of the corporation, company, or firm presenting this submittal, confirms understanding and/or agreement and/or takes exception with any statement in the following sections of this RFP document.

1. INTRODUCTION AND GENERAL INFORMATION
Understands and agrees to all terms.
2. PROPOSAL INSTRUCTIONS, TERMS AND CONDITIONS
Understands and agrees to all terms.
3. EVALUATION AND CONTRACT OVERVIEW
Understands and agrees to all terms.
4. PROPOSER'S RESPONSE: SUBMITTAL INFORMATION
Understands and agrees to all terms.
5. PROPOSER'S RESPONSE: PROPOSED TEAM
Understands and agrees to all terms.
6. PROPOSER'S RESPONSE: PROPOSED COMPENSATION
Understands and agrees to all terms.

Name: Rusty R. Reed Title: President

Signature:  Date: 03/24/2020

THIS FORM MUST BE INCLUDED WITH PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #2020-02
PRIVATE PROVIDER BUILDING PLANNING REVIEW INSPECTION SERVICES

EXHIBIT "F"

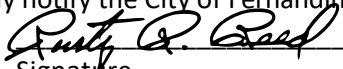
CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with Bid, Proposal or Contract for ITB #2020-02.

This sworn statement is submitted by (entity) Charles Abbott Associates, Inc. whose business address is 27401 Los Altos #220, Mission Viejo CA 92691 and (if applicable) Federal Employer Identification Number (FEIN) is 33-0053899 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Rusty R. Reed and my relationship to the entity named above is President.

1. The above named entity is submitting a bid for the City of Fernandina Beach.
2. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon their own knowledge.
3. The Affiant states that only one submittal for the above proposal is being submitted and that the above named entity has no financial interest in other entities submitting proposals for the same project.
4. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above proposal. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.
5. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.
6. Neither the entity nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
7. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City of Fernandina Beach.
8. I certify that no member of the entity's ownership or management, or staff has a vested interest in any aspect of the City of Fernandina Beach.
9. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify the City of Fernandina Beach.


Signature _____ Date: 03/20/2020

STATE OF FLORIDA

COUNTY OF _____

Due to the COVID-19 epidemic and subsequent office closures, we are unable to obtain notary services at this time. We will provide notarized forms as soon as we are safely able to do so.

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed their signature at the space provided above on this ____ day of _____, 20____, and is personally known to me, or has provided _____ as identification.

Notary Signature

My Commission expires: _____

THIS FORM MUST BE INCLUDED WITH PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #2020-02
PRIVATE PROVIDER BUILDING PLANNING REVIEW INSPECTION SERVICES

EXHIBIT "G"

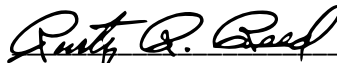
NON-COLLUSION AFFIDAVIT

This sworn statement is submitted with Bid, Proposal or Contract for ITB #2020-02.

This sworn statement is submitted by (entity) Charles Abbott Associates, Inc. whose business address is 27401 Los Altos #220, Mission Viejo CA 92691 and (if applicable) Federal Employer Identification Number (FEIN) is 33-0053899 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Rusty R. Reed and my relationship to the entity named above is President.

1. The above named is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
2. Such Proposal is genuine and is not a collusive or sham proposal;
3. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Proposal in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached proposal or any other Bidder, or to fix any overhead, profit or cost element of the proposal price or the proposal price of any other Bidder, or to secure through any collusion, connivance, or unlawful agreement any advantage against the City of Fernandina Beach, Florida or any person interested in the proposed Contract; and
4. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.


Signature

03/24/2020

Date:

STATE OF FLORIDA

COUNTY OF _____

Due to the COVID-19 epidemic and subsequent office closures, we are unable to obtain notary services at this time. We will provide notarized forms as soon as we are safely able to do so.

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed their signature at the space provided above on this ____ day of _____, 20__, and is personally known to me, or has provided _____ as identification.

Notary Signature

My Commission expires: _____

THIS FORM MUST BE INCLUDED WITH PROPOSAL

EXHIBIT "H" – DISPUTES DISCLOSURE FORM

CAA has never filed a petition in bankruptcy, taken any actions with respect to insolvency, reorganization receivership, moratorium, or assignment for the benefit of creditors, or otherwise sought relief from creditors in its 36-year history. CAA has also never had a contract terminated due to the quality of our work or been cited by any governmental agency.

The following is a list of cases filed and settled within the last 5 years. There are no filed, pending or threatened claims of litigations that would impede our ability to provide our services to the City.

Ostrow vs. Hidden Hills (City tendered the case to us for defense on 3/17/17) and the case is still pending. Homeowner is suing over a faulty foundation on their remodel.

Top Rank Builders vs. County of Nye, Pahrump, NV settled out of court September 2018

Miller vs. City of Twentynine Palms, CA, case still pending. CAA didn't perform any of the work on the crosswalk that is the basis for the lawsuit, which is most likely going to be dismissed.

Boar Inc. vs. County of Nye, et. al.
Case Reported: 4/22/2010
Case Dismissed: 1/16/2014

Victor Ambrosio and Linda Martinez vs. City of Hawaiian Gardens, CA, et. al.
Case Reported: 12/2/2013
Case Dismissed: 2/9/2016

Schlickman vs. City of Palos Verdes Estates, CA, et. al.
No court case was filed in this matter
Plaintiff's claim was settled on 4/22/2013

Wilson vs. City of Laguna Niguel, CA, et. al.
Case Reported: 2/14/2015
Case against Charles Abbott Associates was dismissed on 1/7/2016

CAA is not debarred, suspended or otherwise declared ineligible to contract with any other federal, state or local public agency.

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #2020-02
PRIVATE PROVIDER BUILDING PLANNING REVIEW INSPECTION SERVICES**

EXHIBIT "H"

DISPUTES DISCLOSURE FORM

Answer the following questions by placing as "X" after "YES" or "NO". If you answer "YES", please explain in the space provided, or via attachment.

Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional association within the last five (5) years?

YES ___ NO X

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES X NO ___

Has your firm had against it or filed any request for equitable adjustment, contract claims, bid protest, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES X NO ___

If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts or extended contract time involved.

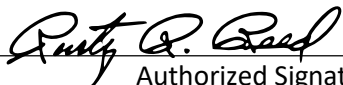
I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this proposal for the City of Fernandina Beach.

Charles Abbott Associates, Inc. (CAA)

03/24/2020

Firm

Date



Authorized Signature

Rusty R. Reed, President

Printed or Typed Name and Title

THIS FORM MUST BE INCLUDED WITH PROPOSAL

ADDENDA

CAA has read and received the following Addenda to the City's Invitation to Bid.

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 1
For
ITB 2020-02 PRIVATE PROVIDER BUILDING PLAN REVIEW INSPECTION SERVICES

City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034

ADDENDUM No. 1

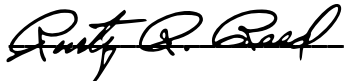
The following changes are applicable to the original ITB documents and specifications of **ITB 2020-02**. This Addendum No.1 now becomes part of the original Invitation to Bid and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting the bid. Failure to do so may disqualify the submittal.

Submitters shall thoroughly familiarize themselves with the contents of this Addendum before submitting the bid.

NAME: Charles Abbott Associates, Inc. (CAA) **TITLE:** President

ADDRESS: 27401 Los Altos #220

CITY: Mission Viejo **STATE:** CA

AUTHORIZED SIGNATURE:  **DATE:** 03/24/2020

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 2
For
ITB 2020-02 PRIVATE PROVIDER BUILDING PLAN REVIEW INSPECTION SERVICES

City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034

ADDENDUM No. 2

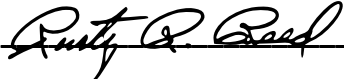
The following changes are applicable to the original ITB documents and specifications of **ITB 2020-02**. This Addendum No.2 now becomes part of the original Invitation to Bid and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting the bid. Failure to do so may disqualify the submittal.

Submitters shall thoroughly familiarize themselves with the contents of this Addendum before submitting the bid.

NAME: Charles Abbott Associates, Inc. (CAA) **TITLE:** President

ADDRESS: 27401 Los Altos #220

CITY: Mission Viejo **STATE:** CA

AUTHORIZED SIGNATURE:  **DATE:** 03/24/2020



Lic #'s FLEC13009217, BN6493, PX3484
Master Electrician, Certified Generator Installer
Address:
147 Napa Ridge Way Naples FL 34119
mobile (239)-784-0087
Office (239) 307-1641

CITY OF FERNANDINA BEACH, FLORIDA

INVITATION TO BID #2020-02
PRIVATE PROVIDER BUILDING PLANNING REVIEW INSPECTION SERVICES

We are pleased to submit our proposal for the purpose of providing Electronic Plan review. Plan review services are only for the discipline covered by lic # PX3484, commercial electrical plans examiner. Cost is divided into 2 categories, Single family - residential, and Commercial.

\$85 Charge for each, plan review - Single Family / Residential

\$75 / Hr. Charge for each commercial plan review. With a minimum charge of \$125

Invoice to be generated for each plan as review is completed, invoices may be submitted daily or at the end of each week, which ever is consistent with Building Dept. operations.

Name Ken Corr

Signature Ken Corr

Date 3/18/2020

Title president

Acceptance of Proposal:

The above prices and conditions are satisfactory and are here by accepted. You are authorized to do the work as specified. Payment will be made as outlined in line 14, invitation to bid.

Signature _____

Date _____

E-Mail: Corr.SonsElectric@gmail.com

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #2020-02
PRIVATE PROVIDER BUILDING PLANNING REVIEW INSPECTION SERVICES

EXHIBIT "A"

CONTACT SHEET/BID FORM

Price is in accordance with the Specifications and the General Conditions of the ITB as provided.

Discipline	Florida Licensed Inspector	Florida Licensed Plans Examiner	Cost Per Hour
Standard 1 & 2 Family Plumbing			
Electrical		PX 3484	\$75
Mechanical			

Name: CORR and Sons Electric, INC.

Federal Taxpayer ID: 81-3135394

Mailing Address: 147 Napa Ridge Way

City, State, & Zip Code: Naples FL 34119

Telephone: (239) 784-0087 Fax: _____

Email: Corr.Sonselectric@gmail.com Submitted By: Ken CORR

Title: president

FIRM Accepts Credit Cards*: ☒ Yes ☐ No 2.5 % fee applies

Accounting Contact:

Name: Ken CORR Title: president

Email Address: Corr.Sonselectric@gmail.com Phone: (239) 784-0087

*See preferred method of payment under "Prompt Payment Act" section of the General Conditions

THIS FORM MUST BE INCLUDED WITH PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #2020-02
PRIVATE PROVIDER BUILDING PLANNING REVIEW INSPECTION SERVICES

EXHIBIT "B"

SWORN STATEMENT UNDER F.S. SECTION 287.133(3) (A), ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract for _____.
2. This sworn statement is submitted by (entity) Corr and Sons Electric whose business address is 147 Napa Ridge Way Naples FL 34119 and (if applicable) Federal Employer Identification Number (FEIN) is 81-3135394 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)
3. My name is Ken Corr and my relationship to the entity named above is President of Company
4. I understand that a "public entity crime" as defined in Paragraph 287.133(a) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a) (b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The City of Fernandina Beach, Florida ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #2020-02
PRIVATE PROVIDER BUILDING PLANNING REVIEW INSPECTION SERVICES**

power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

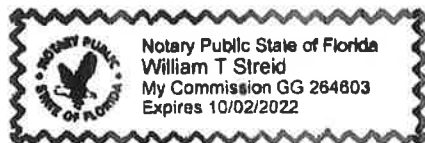
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

- ☒ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- ☐ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (Please attach a copy of the final order.)
- ☐ The person or affiliate was placed on the convicted FIRM list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted FIRM list. (Please attach a copy of the final order.)
- ☐ The person or affiliate has not been placed on the convicted FIRM list. (Please describe any action taken by, or pending with, the Department of General Services.)

Ken Corn 3/18/2020
Signature Date:

STATE OF FLORIDA
COUNTY OF FL

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed their signature at the space provided above on this 28 day of March, 2020 and is personally known to me, or has provided _____ as identification.



William T. Streid
Notary Public
My Commission expires: 10/02/22

THIS FORM MUST BE INCLUDED WITH PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #2020-02
PRIVATE PROVIDER BUILDING PLANNING REVIEW INSPECTION SERVICES

EXHIBIT "C"

DRUG-FREE WORKPLACE CERTIFICATION

The below-signed INDIVIDUAL/FIRM certifies that it has implemented a drug-free workplace program. In order to have a drug-free workplace prepare, a business must:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or services a copy of the statement specified in paragraph 1.
4. In the statement in paragraph 1., notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.
5. Impose a sanction on or require fine satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I Certify that this firm complies fully with the above drug-free workplace requirements.

COMPANY: CORR and Sons Electric, INC.

CITY: Naples STATE: FL ZIP CODE: 34119

SIGNATURE: Ken Corr PHONE: (239) 784-0087

NAME (TYPED OR PRINTED): Ken CORR TITLE: president

THIS FORM MUST BE INCLUDED WITH PROPOSAL

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #2020-02
PRIVATE PROVIDER BUILDING PLANNING REVIEW INSPECTION SERVICES**

EXHIBIT "D"

CITY OF FERNANDINA BEACH, FLORIDA



E-VERIFY STATEMENT

Bid/Proposal Number: 2020 - 02

Project Description: Electrical plan Review

I/FIRM acknowledges and agrees to the following:

I/FIRM shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. All persons employed by the FIRM during the term of the Contract to perform employment duties within Florida; and
2. All persons assigned by the FIRM to perform work pursuant to the contract with the Department.

Individual/Company/Firm: Corr and Sons Electric, Inc.

Authorized Signature: Ken Corr

Title: president

Date: 3/18/2020

THIS FORM MUST BE INCLUDED WITH PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #2020-02
PRIVATE PROVIDER BUILDING PLANNING REVIEW INSPECTION SERVICES

EXHIBIT "E"

PROPOSER ACKNOWLEDGEMENTS AND AGREEMENTS

The undersigned, as an employee or agent of the Proposer, having the authority to sign a binding agreement on behalf of the corporation, company, or firm presenting this submittal, confirms understanding and/or agreement and/or takes exception with any statement in the following sections of this RFP document.

1. INTRODUCTION AND GENERAL INFORMATION
Understands and agrees to all terms.
2. PROPOSAL INSTRUCTIONS, TERMS AND CONDITIONS
Understands and agrees to all terms.
3. EVALUATION AND CONTRACT OVERVIEW
Understands and agrees to all terms.
4. PROPOSER'S RESPONSE: SUBMITTAL INFORMATION
Understands and agrees to all terms.
5. PROPOSER'S RESPONSE: PROPOSED TEAM
Understands and agrees to all terms.
6. PROPOSER'S RESPONSE: PROPOSED COMPENSATION
Understands and agrees to all terms.

Name: Ken Coer Title: president

Signature: Ken Coer Date: 3/18/2020

THIS FORM MUST BE INCLUDED WITH PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #2020-02
PRIVATE PROVIDER BUILDING PLANNING REVIEW INSPECTION SERVICES

EXHIBIT "F"

CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with Bid, Proposal or Contract for _____.

This sworn statement is submitted by (entity) Corr and Sons Electric whose business address is 147 Napa Ridge Way Naples, FL and (if applicable) Federal Employer Identification Number (FEIN) is 81-3135394 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Ken Corr and my relationship to the entity named above is president of Company

1. The above named entity is submitting a bid for the City of Fernandina Beach.
2. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon their own knowledge.
3. The Affiant states that only one submittal for the above proposal is being submitted and that the above named entity has no financial interest in other entities submitting proposals for the same project.
4. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above proposal. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.
5. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.
6. Neither the entity nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
7. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City of Fernandina Beach.
8. I certify that no member of the entity's ownership or management, or staff has a vested interest in any aspect of the City of Fernandina Beach.
9. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify the City of Fernandina Beach.

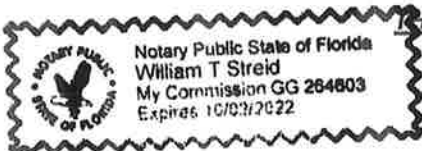
Ken Corr 3/18/2020
Signature Date:

STATE OF FLORIDA
COUNTY OF FL

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed their signature at the space provided above on this 19 day of march, 2020, and is personally known to me, or has provided _____ as identification.

William T. Streid
Notary Signature

My Commission expires: 10/02/22



THIS FORM MUST BE INCLUDED WITH PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #2020-02
PRIVATE PROVIDER BUILDING PLANNING REVIEW INSPECTION SERVICES

EXHIBIT "G"

NON-COLLUSION AFFIDAVIT

This sworn statement is submitted with Bid, Proposal or Contract for _____.

This sworn statement is submitted by (entity) Corr and Sons Electric whose business address is 147 Napa Ridge Way Naples FL and (if applicable) Federal Employer Identification Number (FEIN) is 88-3135394 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Ken Corr and my relationship to the entity named above is president of Company

1. The above named is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
2. Such Proposal is genuine and is not a collusive or sham proposal;
3. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Proposal in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached proposal or any other Bidder, or to fix any overhead, profit or cost element of the proposal price or the proposal price of any other Bidder, or to secure through any collusion, connivance, or unlawful agreement any advantage against the City of Fernandina Beach, Florida or any person interested in the proposed Contract; and
4. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Ken Corr
Signature

3/18/2020
Date:

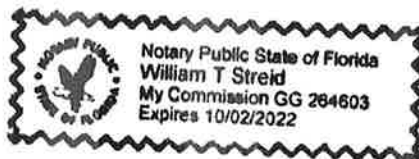
STATE OF FLORIDA

COUNTY OF FL

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed their signature at the space provided above on this 19 day of march, 2020, and is personally known to me or has provided _____ as identification.

William T. Streid
Notary Signature

My Commission expires: 10/02/22



THIS FORM MUST BE INCLUDED WITH PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #2020-02
PRIVATE PROVIDER BUILDING PLANNING REVIEW INSPECTION SERVICES

EXHIBIT "H"
DISPUTES DISCLOSURE FORM

Answer the following questions by placing an "X" after "YES" or "NO". If you answer "YES", please explain in the space provided, or via attachment.

Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional association within the last five (5) years?

YES ___ NO ✓

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES ___ NO ✓

Has your firm had against it or filed any request for equitable adjustment, contract claims, bid protest, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES ___ NO ✓

If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this proposal for the City of Fernandina Beach.

Corr and Sons Electric, Inc.

Firm

3/18/2020

Date

[Signature]

Authorized Signature

Ken Corr

Printed or Typed Name and Title

THIS FORM MUST BE INCLUDED WITH PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA

ADDENDUM NO. 1

For

ITB 2020-02 PRIVATE PROVIDER BUILDING PLAN REVIEW INSPECTION SERVICES

City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034

ADDENDUM No. 1

The following changes are applicable to the original ITB documents and specifications of ITB 2020-02. This Addendum No.1 now becomes part of the original Invitation to Bid and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting the bid. Failure to do so may disqualify the submittal.

Submitters shall thoroughly familiarize themselves with the contents of this Addendum before submitting the bid.

NAME: Ken Coor TITLE: president

ADDRESS: 147 Napa Ridge Way

CITY: Naples STATE: FL

AUTHORIZED SIGNATURE: Ken Coor DATE: 3/18/2020

CITY OF FERNANDINA BEACH, FLORIDA

ADDENDUM NO. 1

For

ITB 2020-02 PRIVATE PROVIDER BUILDING PLAN REVIEW INSPECTION SERVICES

1. Is it the City's intent to enter into an agreement with a firm that will supplement the existing building department staff? Or is it related to one specific permit/project? It is the City's intent to supplement existing building department staff as needed.
2. Is residential and commercial Florida licensed Inspectors and Plan Examiners required? Yes. Please quote the areas where you have personnel and should the person not have all licenses, it is still possible the licenses they do have will be sufficient.
3. Is there a private provider currently providing the requested services? Yes, the services are limited based on the City's purchasing policy. With this bid, it is the City's hope to have a provider that is not limited by the City's purchasing policy.
4. How long is the City intending to use private provider services? The City would like to have this resource available indefinitely. A bid submittal quotation with pricing good for a year with an option to extend would be the most useful.

CITY OF FERNANDINA BEACH, FLORIDA

ADDENDUM NO. 2

For

ITB 2020-02 PRIVATE PROVIDER BUILDING PLAN REVIEW INSPECTION SERVICES

EXHIBIT "A" - AMENDED

CONTACT SHEET/BID FORM

Price is in accordance with the Specifications and the General Conditions of the ITB as provided.

Discipline	Florida Licensed Inspector	Florida Licensed Plans Examiner	Cost Per Hour
Standard 1 & 2 Family			
Plumbing			
Electrical		PX 3484	\$ 75
Mechanical			
Commercial Building		PX 3484	\$ 75

Name: CORR and Sons Electric, INC.Federal Taxpayer ID: 81-3135394Mailing Address: 147 Napa Ridge WayCity, State, & Zip Code: Naples FL 34119Telephone: (239) 784-0087 Fax: _____Email: corr.sonsselectric@gmail.com Submitted By: Ken CORRTitle: presidentFIRM Accepts Credit Cards*: ☒ Yes No 2.5% fee applies

Accounting Contact:

Name: Ken CORR Title: presidentEmail Address: corr.sonsselectric@gmail.com Phone: (239) 784-0087

*See preferred method of payment under "Prompt Payment Act" section of the General Conditions

THIS FORM MUST BE INCLUDED WITH PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA

ADDENDUM NO. 2

For

ITB 2020-02 PRIVATE PROVIDER BUILDING PLAN REVIEW INSPECTION SERVICES

City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034

ADDENDUM No. 2

The following changes are applicable to the original ITB documents and specifications of ITB 2020-02. This Addendum No.2 now becomes part of the original Invitation to Bid and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting the bid. Failure to do so may disqualify the submittal.

Submitters shall thoroughly familiarize themselves with the contents of this Addendum before submitting the bid.

NAME: Ken Corr TITLE: president

ADDRESS: 147 Napa Ridge Way

CITY: Naples STATE: FL

AUTHORIZED SIGNATURE: Ken Corr DATE: 3/18/2020

**CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 2**

For

ITB 2020-02 PRIVATE PROVIDER BUILDING PLAN REVIEW INSPECTION SERVICES

1. Commercial Building should have been listed as a Discipline on Exhibit "A", Contact Sheet/Bid Form. Please replace and use the attached "Amended" Exhibit "A", Contact Sheet/Bid Form.

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #2020-02
PRIVATE PROVIDER BUILDING PLANNING REVIEW INSPECTION SERVICES

EXHIBIT "A"

CONTACT SHEET/BID FORM

Price is in accordance with the Specifications and the General Conditions of the ITB as provided.

Discipline	Florida Licensed Inspector	Florida Licensed Plans Examiner	Cost Per Hour
Standard 1 & 2 Family	\$ 74/hr	\$ 89/hr	
Plumbing	\$ 74/hr	\$ 89/hr	
Electrical	\$ 74/hr	\$ 89/hr	
Mechanical	\$ 74/hr	\$ 89/hr	

Name: Joe Payne Inc. dba JPI

Federal Taxpayer ID: 80-064-0420

Mailing Address: 9629 Gretna Green Drive

City, State, & Zip Code: Tampa FL 33626

Telephone: 813 731 1501 Fax: 813 3156298

Email: joepayneinc@gmail.com Submitted By: Joseph Payne

Title: President

FIRM Accepts Credit Cards*: ☒ Yes ☐ No

Accounting Contact: Joe Payne Title: President

Email Address: joepayneinc@gmail.com Phone: 813 731 1501

*See preferred method of payment under "Prompt Payment Act" section of the General Conditions

THIS FORM MUST BE INCLUDED WITH PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #2020-02
PRIVATE PROVIDER BUILDING PLANNING REVIEW INSPECTION SERVICES

EXHIBIT "B"

SWORN STATEMENT UNDER F.S. SECTION 287.133(3) (A), ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract for 2020-02
2. This sworn statement is submitted by (entity) JPI whose business address is 9629 Gletna Green Dr, 33626 and (if applicable) Federal Employer Identification Number (FEIN) is 800640420 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)
3. My name is Joe Payne and my relationship to the entity named above is 100% owner / President
4. I understand that a "public entity crime" as defined in Paragraph 287.133(a) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a) (b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The City of Fernandina Beach, Florida ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #2020-02
PRIVATE PROVIDER BUILDING PLANNING REVIEW INSPECTION SERVICES

power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

☒ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (Please attach a copy of the final order.)

☐ The person or affiliate was placed on the convicted FIRM list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted FIRM list. (Please attach a copy of the final order.)

☐ The person or affiliate has not been placed on the convicted FIRM list. (Please describe any action taken by, or pending with, the Department of General Services.)

Signature [Signature] Date: 3/16/20

STATE OF FLORIDA
COUNTY OF Itzehou

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed their signature at the space provided above on this 16th day of March

2020, and is personally known to me, or has provided Driver's License as identification.



[Signature]
Notary Public CHAD BRITTS
My Commission expires: 10/10/2023

MUST BE INCLUDED WITH PROPOSAL

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #2020-02
PRIVATE PROVIDER BUILDING PLANNING REVIEW INSPECTION SERVICES**

EXHIBIT "C"

DRUG-FREE WORKPLACE CERTIFICATION

The below-signed INDIVIDUAL/FIRM certifies that it has implemented a drug-free workplace program. In order to have a drug-free workplace prepare, a business must:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or services a copy of the statement specified in paragraph 1.
4. In the statement in paragraph 1., notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.
5. Impose a sanction on or require fine satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I Certify that this firm complies fully with the above drug-free workplace requirements.

COMPANY: JPT
CITY: Tampa STATE: FL ZIP CODE: 33626
SIGNATURE: [Signature] PHONE: 8137311501
NAME (TYPED OR PRINTED): Joe Payne TITLE: President

THIS FORM MUST BE INCLUDED WITH PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #2020-02
PRIVATE PROVIDER BUILDING PLANNING REVIEW INSPECTION SERVICES

EXHIBIT "D"

CITY OF FERNANDINA BEACH, FLORIDA



E-VERIFY STATEMENT

Bid/Proposal Number: 2020-02

Project Description: Private Provider Building Planning
Review Inspection Services

I/FIRM acknowledges and agrees to the following:

I/FIRM shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. All persons employed by the FIRM during the term of the Contract to perform employment duties within Florida; and
2. All persons assigned by the FIRM to perform work pursuant to the contract with the Department.

Individual/Company/Firm: JPI

Authorized Signature: [Signature]

Title: President

Date: 3/15/20

THIS FORM MUST BE INCLUDED WITH PROPOSAL

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #2020-02
PRIVATE PROVIDER BUILDING PLANNING REVIEW INSPECTION SERVICES**

EXHIBIT "E"

PROPOSER ACKNOWLEDGEMENTS AND AGREEMENTS

The undersigned, as an employee or agent of the Proposer, having the authority to sign a binding agreement on behalf of the corporation, company, or firm presenting this submittal, confirms understanding and/or agreement and/or takes exception with any statement in the following sections of this RFP document.

1. INTRODUCTION AND GENERAL INFORMATION
Understands and agrees to all terms.
2. PROPOSAL INSTRUCTIONS, TERMS AND CONDITIONS
Understands and agrees to all terms.
3. EVALUATION AND CONTRACT OVERVIEW
Understands and agrees to all terms.
4. PROPOSER'S RESPONSE: SUBMITTAL INFORMATION
Understands and agrees to all terms.
5. PROPOSER'S RESPONSE: PROPOSED TEAM
Understands and agrees to all terms.
6. PROPOSER'S RESPONSE: PROPOSED COMPENSATION
Understands and agrees to all terms.

Name: Joe Payne Title: President
Signature:  Date: 3/15/20

THIS FORM MUST BE INCLUDED WITH PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #2020-02
PRIVATE PROVIDER BUILDING PLANNING REVIEW INSPECTION SERVICES

EXHIBIT "F"

CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with Bid, Proposal or Contract for 2020-02.

This sworn statement is submitted by (entity) JPT whose business address is 9629 Gretta Green Dr., 33626 and (if applicable) Federal Employer Identification Number (FEIN) is 90 064 0420 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Joe and my relationship to the entity named above is President.

1. The above named entity is submitting a bid for the City of Fernandina Beach.
2. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon their own knowledge.
3. The Affiant states that only one submittal for the above proposal is being submitted and that the above named entity has no financial interest in other entities submitting proposals for the same project.
4. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above proposal. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.
5. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.
6. Neither the entity nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
7. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City of Fernandina Beach.
8. I certify that no member of the entity's ownership or management, or staff has a vested interest in any aspect of the City of Fernandina Beach.
9. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify the City of Fernandina Beach.

Signature

Date: 3/16/20

STATE OF FLORIDA

COUNTY OF Hillsborough

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed their signature at the space provided above on this 16 day of MARCH, 20 20, and is personally known to me, or has provided Drivers License as identification.

Notary Signature

Chad Britts

My Commission expires: 10/10/2023

THIS FORM MUST BE INCLUDED WITH PROPOSAL



CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #2020-02
PRIVATE PROVIDER BUILDING PLANNING REVIEW INSPECTION SERVICES

EXHIBIT "G"

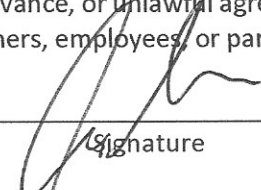
NON-COLLUSION AFFIDAVIT

This sworn statement is submitted with Bid, Proposal or Contract for 2020-02.

This sworn statement is submitted by (entity) JPI whose business address is 9629 Gretna Green Dr., 33626 and (if applicable) Federal Employer Identification Number (FEIN) is 800640420 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Joe and my relationship to the entity named above is President.

1. The above named is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
2. Such Proposal is genuine and is not a collusive or sham proposal;
3. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Proposal in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached proposal or any other Bidder, or to fix any overhead, profit or cost element of the proposal price or the proposal price of any other Bidder, or to secure through any collusion, connivance, or unlawful agreement any advantage against the City of Fernandina Beach, Florida or any person interested in the proposed Contract; and
4. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.



Signature

3/16/20

Date:

STATE OF FLORIDA

COUNTY OF Hillsborough

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed their signature at the space provided above on this 16 day of MARCH, 2020, and is personally known to me, or has provided Drivers License as identification.

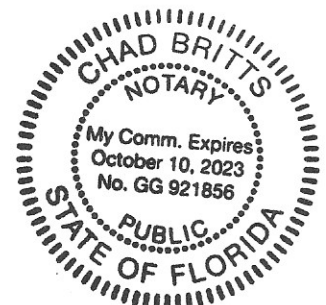


Notary Signature

CHAD BRITTS

My Commission expires: 10/10/2023

THIS FORM MUST BE INCLUDED WITH PROPOSAL



**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #2020-02
PRIVATE PROVIDER BUILDING PLANNING REVIEW INSPECTION SERVICES**

EXHIBIT "H"
DISPUTES DISCLOSURE FORM

Answer the following questions by placing an "X" after "YES" or "NO". If you answer "YES", please explain in the space provided, or via attachment.

Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional association within the last five (5) years?

YES _____ NO X

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

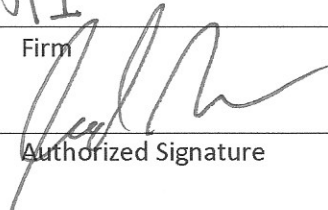
YES _____ NO X

Has your firm had against it or filed any request for equitable adjustment, contract claims, bid protest, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES _____ NO X

If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this proposal for the City of Fernandina Beach.

JPI
Firm

Authorized Signature

3/15/20
Date
Joe Payne President
Printed or Typed Name and Title

THIS FORM MUST BE INCLUDED WITH PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA

ADDENDUM NO. 1

For

ITB 2020-02 PRIVATE PROVIDER BUILDING PLAN REVIEW INSPECTION SERVICES

City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034

ADDENDUM No. 1

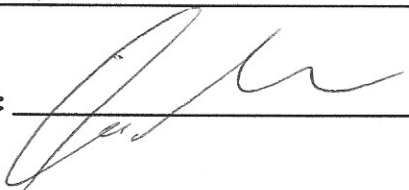
The following changes are applicable to the original ITB documents and specifications of **ITB 2020-02**. This Addendum No.1 now becomes part of the original Invitation to Bid and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting the bid. Failure to do so may disqualify the submittal.

Submitters shall thoroughly familiarize themselves with the contents of this Addendum before submitting the bid.

NAME: Joseph Payne TITLE: President

ADDRESS: 9629 Gretta Green Drive

CITY: Tampa STATE: FL

AUTHORIZED SIGNATURE:  DATE: 3/26/20



COMPANY

Joe Payne, Inc. (JPI), a professional service firm, was founded in 2010 in Tampa, Florida. We provide statewide services and have clients in Tampa Bay, Orlando, Tallahassee, Sarasota, Miami, and throughout the State of Florida. We primarily provide professional services to governmental entities as an extension of their staff.

Joe Payne, Inc. (JPI)

Please join the growing list of satisfied customers whether we are your expert, engineer, inspector, or teaming partner.

A Florida Corporation, 100% Florida owned

CLIENTELE

How can we serve you?



WHO WE SERVE

-  County Governments
-  City Governments
-  State of Florida
-  Legal Industry
-  Insurance Industry
-  Construction Industry
-  Private Developers
-  Sub-consulting/ Out-sourcing
-  Industry consultation
-  And we want to serve you. tell us how.

General Civil Engineering

Our Civil Engineering service line includes full service site engineering, permitting, and CQA (Construction Quality Assurance) services. In this service line, we work with partners in the development industry on projects which require expert permitting, senior level consultation, and projects which benefit from long standing relationships. We have a strong history permitting complex projects.

Municipal

Our Municipal service line is 100% committed to governmental private party provider services. We provide office and remote building official, building inspection, and plans examination services for Building Departments encountering staffing needs. Our operations maintain surplus production capacity, thus we can provide on call and on demand services to you. Our statewide presence allows convenient use of the "piggyback" statute to contract with us.

Expert Consultation

Our expert consultation line supplies professional services for professional opinions, technical opinions, third party, peer reviews, and neutral party. We provide expert and professional opinions for state agencies involving complaints, insurance claims, construction claims, any of which may or may not be in the litigation process. This service line provides technical opinions which can be used in mediations, litigations, and other forms of conflict which requires resolution.

JOE PAYNE, INC. (JPI) d.b.a JPI

9629 Gretna Green Drive
Tampa, FL 33626
PHONE: (813) 731-1501
FAX: (813) 731-1501

RECENT CLIENTS (Thank you for the work!)

City of Palm Coast, Brevard County Government, Indian River County Government, City of Palm Bay, Martin County Government, St. Lucie County Government, State of Florida
Private Company references upon request to protect confidentiality

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #2020-02
PRIVATE PROVIDER BUILDING PLANNING REVIEW INSPECTION SERVICES

EXHIBIT "A"

CONTACT SHEET/BID FORM

Price is in accordance with the Specifications and the General Conditions of the ITB as provided.

Discipline	Florida Licensed Inspector	Florida Licensed Plans Examiner	Cost Per Hour
Standard 1 & 2 Family	Pay Grade 136	Pay Grade 136	x 1.50
Plumbing			
Electrical			
Mechanical			

Name: LSGC, LLC

Federal Taxpayer ID: 90-0904843

Mailing Address: PO Box 18651

City, State, & Zip Code: Tampa, FL 33679-8651

Telephone: 561-295-8512 Fax: 877-706-1872

Email: codell@leadstaff.com Submitted By: Carlos Odell

Title: Regional Manager

FIRM Accepts Credit Cards*: ☒ Yes ☐ No

Accounting Contact:

Name: Nicole Reinhart Title: Payroll/Acct Manager

Email Address: nicole@leadstaff.com Phone: 813-513-0837

*See preferred method of payment under "Prompt Payment Act" section of the General Conditions

THIS FORM MUST BE INCLUDED WITH PROPOSAL

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #2020-02
PRIVATE PROVIDER BUILDING PLANNING REVIEW INSPECTION SERVICES**

EXHIBIT "B"

SWORN STATEMENT UNDER F.S. SECTION 287.133(3) (A), ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract for BID #2020-02.
2. This sworn statement is submitted by (entity) LSGC, LLC whose business address is 3970 RCA Blvd Ste 7000 Palm Beach Gardens, FL 33410 and (if applicable) Federal Employer Identification Number (FEIN) is 90-0904843 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: N/A.)
3. My name is Carlos Odell and my relationship to the entity named above is Regional Manager.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(a) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a) (b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The City of Fernandina Beach, Florida ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal

power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

- ☒ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The person or affiliate was placed on the convicted FIRM list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted FIRM list. (Please attach a copy of the final order.)

Signature: [Signature] Date: 3/26/20

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed their signature at the space provided above on this 26th day of March.

Notarization.

 **DANIELLE DUTILLY**
Notary Public - State of Florida
Commission # GG 017872
My Comm. Expires Oct 1, 2020
Bonded through National Notary Assn.

14

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #2020-02
PRIVATE PROVIDER BUILDING PLANNING REVIEW INSPECTION SERVICES

EXHIBIT "C"

DRUG-FREE WORKPLACE CERTIFICATION

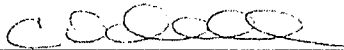
The below-signed INDIVIDUAL/FIRM certifies that it has implemented a drug-free workplace program. In order to have a drug-free workplace prepare, a business must:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or services a copy of the statement specified in paragraph 1.
4. In the statement in paragraph 1., notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.
5. Impose a sanction on or require fine satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I Certify that this firm complies fully with the above drug-free workplace requirements.

COMPANY: LSGC, LLC

CITY: Palm Beach Gardens STATE: Florida ZIP CODE: 33410

SIGNATURE:  PHONE: 561-295-8512

NAME (TYPED OR PRINTED): Carlos Odell TITLE: Regional Manager

THIS FORM MUST BE INCLUDED WITH PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #2020-02
PRIVATE PROVIDER BUILDING PLANNING REVIEW INSPECTION SERVICES

EXHIBIT "D"

CITY OF FERNANDINA BEACH, FLORIDA



E-VERIFY STATEMENT

Bid/Proposal Number: #2020-02

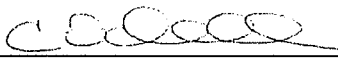
Project Description: Temporary Staffing

I/FIRM acknowledges and agrees to the following:

I/FIRM shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. All persons employed by the FIRM during the term of the Contract to perform employment duties within Florida; and
2. All persons assigned by the FIRM to perform work pursuant to the contract with the Department.

Individual/Company/Firm: Carlos Odell / LSGC, LLC

Authorized Signature: 

Title: Regional Manager

Date: 3/20/2020

THIS FORM MUST BE INCLUDED WITH PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #2020-02
PRIVATE PROVIDER BUILDING PLANNING REVIEW INSPECTION SERVICES

EXHIBIT "E"

PROPOSER ACKNOWLEDGEMENTS AND AGREEMENTS

The undersigned, as an employee or agent of the Proposer, having the authority to sign a binding agreement on behalf of the corporation, company, or firm presenting this submittal, confirms understanding and/or agreement and/or takes exception with any statement in the following sections of this RFP document.

1. INTRODUCTION AND GENERAL INFORMATION
Understands and agrees to all terms.
2. PROPOSAL INSTRUCTIONS, TERMS AND CONDITIONS
Understands and agrees to all terms.
3. EVALUATION AND CONTRACT OVERVIEW
Understands and agrees to all terms.
4. PROPOSER'S RESPONSE: SUBMITTAL INFORMATION
Understands and agrees to all terms.
5. PROPOSER'S RESPONSE: PROPOSED TEAM
Understands and agrees to all terms.
6. PROPOSER'S RESPONSE: PROPOSED COMPENSATION
Understands and agrees to all terms.

Name: Carlos Odell Title: Regional Manager

Signature:  Date: 03/20/2020

THIS FORM MUST BE INCLUDED WITH PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #2020-02
PRIVATE PROVIDER BUILDING PLANNING REVIEW INSPECTION SERVICES

EXHIBIT "F"

CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with Bid, Proposal or Contract for BID #2020-02.

This sworn statement is submitted by (entity) LSGC, LLC whose business address is 3970 RCA Blvd Ste 7000 Palm Beach Gardens, FL 33410 and (if applicable) Federal Employer Identification Number (FEIN) is 90-0904843 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: N/A.)

My name is Carlos Odell and my relationship to the entity named above is Regional Manager.

1. The above named entity is submitting a bid for the City of Fernandina Beach.
2. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon their own knowledge.
3. The Affiant states that only one submittal for the above proposal is being submitted and that the above named entity has no financial interest in other entities submitting proposals for the same project.
4. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above proposal. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.
5. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.
6. Neither the entity nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
7. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City of Fernandina Beach.
8. I certify that no member of the entity's ownership or management, or staff has a vested interest in any aspect of the City of Fernandina Beach.
9. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify the City of Fernandina Beach.

C. Odell
Signature

3/26/20
Date:

STATE OF FLORIDA

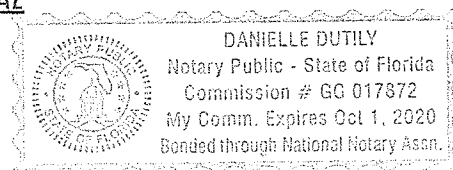
COUNTY OF Palm Beach

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed their signature at the space provided above on this 26th day of March, 2020 and is personally known to me, or has provided Florida Driver's License as identification.

[Signature]
Notary Signature

My Commission expires: Oct. 1, 2020

THIS FORM MUST BE INCLUDED WITH PROPOSAL



**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #2020-02
PRIVATE PROVIDER BUILDING PLANNING REVIEW INSPECTION SERVICES**

EXHIBIT "G"

NON-COLLUSION AFFIDAVIT

This sworn statement is submitted with Bid, Proposal or Contract for BID #2020-02.

This sworn statement is submitted by (entity) LSGC, LLC whose business address is 3970 RCA Blvd Ste 7000 Palm Beach Gardens, FL 33410 and (if applicable) Federal Employer Identification Number (FEIN) is 90-0904843 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: N/A.)

My name is Carlos Odell and my relationship to the entity named above is Regional Manager.

1. The above named is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
2. Such Proposal is genuine and is not a collusive or sham proposal;
3. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Proposal in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached proposal or any other Bidder, or to fix any overhead, profit or cost element of the proposal price or the proposal price of any other Bidder, or to secure through any collusion, connivance, or unlawful agreement any advantage against the City of Fernandina Beach, Florida or any person interested in the proposed Contract; and
4. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

CS Odell

Signature

3/26/20

Date:

STATE OF FLORIDA

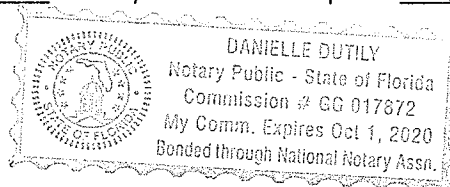
COUNTY OF Palm Beach

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed their signature at the space provided above on this 26 day of March, 2020 and is personally known to me, or has provided Florida Drivers License as identification.

[Signature]

Notary Signature

My Commission expires: Oct. 1, 2020



THIS FORM MUST BE INCLUDED WITH PROPOSAL

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #2020-02
PRIVATE PROVIDER BUILDING PLANNING REVIEW INSPECTION SERVICES**

EXHIBIT "H"

DISPUTES DISCLOSURE FORM

Answer the following questions by placing an "X" after "YES" or "NO". If you answer "YES", please explain in the space provided, or via attachment.

Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional association within the last five (5) years?

YES___ NO X

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES___ NO X

Has your firm had against it or filed any request for equitable adjustment, contract claims, bid protest, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES___ NO X

If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this proposal for the City of Fernandina Beach.

LSGC, LLC

3/24/20

Firm

Date



Carlos Odell- Regional Manager

Authorized Signature

Printed or Typed Name and Title

THIS FORM MUST BE INCLUDED WITH PROPOSAL



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/6/2019

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

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

PRODUCER Assurance Agency, Ltd 1750 E Golf Road Suite 1100 Schaumburg IL 60173	CONTACT NAME: Megan Glascott PHONE (A/C, No, Ext): (847) 598-8745 FAX (A/C, No): (847) 440-9126 E-MAIL ADDRESS: mglascott@assuranceagency.com
INSURED LEEDSTA-01 Leed Staffing, LLC; Lead Staffing of Polk County LLC; Leed Staffing West, LLC; Leed Staffing LA Basin, LLC; LSGC, LLC DBA Lead Staffing, USA Staffing Services LLC; 3401 W. Cypress St, Ste 202 Tampa FL 33607	INSURER(S) AFFORDING COVERAGE INSURER A : American Longshore Mutual Association (ALMA) INSURER B : QBE Insurance Corp. INSURER C : Zurich American Insurance Co INSURER D : American Guarantee & Liab INSURER E : Praetorian Insurance Company INSURER F :

COVERAGES

CERTIFICATE NUMBER: 1117868265

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☒ PROJECT ☒ LOC OTHER:		PRA009339603	5/18/2019	5/18/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Deductible \$ 0
C	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY		PRA009339603	5/18/2019	5/18/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☒ RETENTION \$ 0 ☒ OCCUR ☐ CLAIMS-MADE		UMB036900103	5/18/2019	5/18/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N N	N/A	QWC3000472 QWC4901386	12/31/2018 12/31/2018	12/31/2019 12/31/2019	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A C	USL&H Professional Liability		ALMA0115104 PRA009339603	2/1/2019 5/18/2019	2/1/2022 5/18/2020	Limit \$1,000,000 per occ. \$1,000,000 \$3,000,000 agg.

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

Additional Named Insured: StaffCo, LLC dba Lead Staffing and SMG 2, LLC dba Midwest Labor Services

Proof of Insurance

CERTIFICATE HOLDER

CANCELLATION

Proof of Insurance * ** ***	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 Daniel G. Glascott
--------------------------------------	---

© 1988-2015 ACORD CORPORATION. All rights reserved.



Welcome
Chelsea Deal

Leed Staffi

- HOME
- CASES ▾
- PROFILE ▾
- COMPANY ▾
- REPORTS ▾
- RESOURCES ▾

Company Information

Company Name	Company ID Number
Leed Staffing, LLC	405318
DUNS Number	Doing Business As (DBA) Name
966127669	Leed Staffing



Invitation to Bid, #2020-02

**PRIVATE PROVIDER
BUILDING PLANNING REVIEW
INSPECTION SERVICES**

CITY OF FERNANDINA BEACH, FL



**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #2020-02
PRIVATE PROVIDER BUILDING PLANNING REVIEW INSPECTION SERVICES**

EXHIBIT "A"**CONTACT SHEET/BID FORM**

Price is in accordance with the Specifications and the General Conditions of the ITB as provided.

Discipline	Florida Licensed Inspector	Florida Licensed Plans Examiner	Cost Per Hour
Standard 1 & 2 Family	Larry Hogan	BN 7434	\$85.00
Plumbing	David Conner	PX 2211	\$90.00
Electrical	David Conner	PX 2211	\$90.00
Mechanical	David Conner	PX 2211	\$90.00

Name: Ricky Agee

Federal Taxpayer ID: 591117804

Mailing Address: 5561 Florida Mining Boulevard South

City, State, & Zip Code: Jacksonville, Florida 32257

Telephone: (904) 296-0757 **Fax:** (904) 296-0748

Email: ragee@uesorl.com **Submitted By:** Ricky Agee

Title: Director of Code Compliance

FIRM Accepts Credit Cards*: ☒ **Yes** ☐ **No**

Accounting Contact:

Name: Athena Pandolas **Title:** Office Manager

Email Address: apandolas@uesorl.com **Phone:** (904) 296-0757

***See preferred method of payment under "Prompt Payment Act" section of the General Conditions**

THIS FORM MUST BE INCLUDED WITH PROPOSAL



**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #2020-02
PRIVATE PROVIDER BUILDING PLANNING REVIEW INSPECTION SERVICES**

EXHIBIT "B"

SWORN STATEMENT UNDER F.S. SECTION 287.133(3) (A), ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract for Bid #2020-02.
2. This sworn statement is submitted by (entity) Universal Engineering Sciences whose business address is 5561 Florida Mining Blvd. S., Jacksonville, FL 32257 and (if applicable) Federal Employer Identification Number (FEIN) is 59-1117804 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)
3. My name is Ricky Agee and my relationship to the entity named above is Director of Code Compliance
4. I understand that a "public entity crime" as defined in Paragraph 287.133(a) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a) (b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The City of Fernandina Beach, Florida ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal



**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #2020-02
PRIVATE PROVIDER BUILDING PLANNING REVIEW INSPECTION SERVICES**

power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

☒ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (Please attach a copy of the final order.)

☐ The person or affiliate was placed on the convicted FIRM list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted FIRM list. (Please attach a copy of the final order.)

☐ The person or affiliate has not been placed on the convicted FIRM list. (Please describe any action taken by, or pending with, the Department of General Services.)

RA
Signature

03/30/2020

Date:

STATE OF FLORIDA

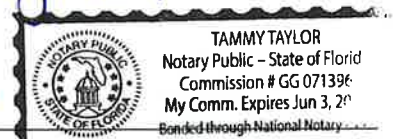
COUNTY OF *Duval*

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed their signature at the space provided above on this *31* day of *March*,

20*20* and is personally known to me, or has provided *personally known* as identification.

Tammy Taylor
Notary Public
My Commission expires: *June 3, 2021*

THIS FORM MUST BE INCLUDED WITH PROPOSAL





**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #2020-02
PRIVATE PROVIDER BUILDING PLANNING REVIEW INSPECTION SERVICES**

EXHIBIT "C"**DRUG-FREE WORKPLACE CERTIFICATION**

The below-signed INDIVIDUAL/FIRM certifies that it has implemented a drug-free workplace program. In order to have a drug-free workplace prepare, a business must:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or services a copy of the statement specified in paragraph 1.
4. In the statement in paragraph 1., notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.
5. Impose a sanction on or require fine satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I Certify that this firm complies fully with the above drug-free workplace requirements.

COMPANY: Universal Engineering Sciences

CITY: Jacksonville STATE: FL ZIP CODE: 32257

SIGNATURE:  PHONE: (904) 296-0757

NAME (TYPED OR PRINTED): Ricky Agee TITLE: Director of Code Compliance

THIS FORM MUST BE INCLUDED WITH PROPOSAL



**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #2020-02
PRIVATE PROVIDER BUILDING PLANNING REVIEW INSPECTION SERVICES**

EXHIBIT "D"

CITY OF FERNANDINA BEACH, FLORIDA



E-VERIFY STATEMENT

Bid/Proposal Number: 2020-02

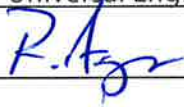
Project Description: Private Provider Building Planning Review Inspection Services

I/FIRM acknowledges and agrees to the following:

I/FIRM shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. All persons employed by the FIRM during the term of the Contract to perform employment duties within Florida; and
2. All persons assigned by the FIRM to perform work pursuant to the contract with the Department.

Individual/Company/Firm: Universal Engineering Sciences

Authorized Signature: 

Title: Director of Code Compliance

Date: 03/30/2020

THIS FORM MUST BE INCLUDED WITH PROPOSAL



**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #2020-02
PRIVATE PROVIDER BUILDING PLANNING REVIEW INSPECTION SERVICES**

EXHIBIT "E"**PROPOSER ACKNOWLEDGEMENTS AND AGREEMENTS**

The undersigned, as an employee or agent of the Proposer, having the authority to sign a binding agreement on behalf of the corporation, company, or firm presenting this submittal, confirms understanding and/or agreement and/or takes exception with any statement in the following sections of this RFP document.

1. INTRODUCTION AND GENERAL INFORMATION
Understands and agrees to all terms.
2. PROPOSAL INSTRUCTIONS, TERMS AND CONDITIONS
Understands and agrees to all terms.
3. EVALUATION AND CONTRACT OVERVIEW
Understands and agrees to all terms.
4. PROPOSER'S RESPONSE: SUBMITTAL INFORMATION
Understands and agrees to all terms.
5. PROPOSER'S RESPONSE: PROPOSED TEAM
Understands and agrees to all terms.
6. PROPOSER'S RESPONSE: PROPOSED COMPENSATION
Understands and agrees to all terms.

Name: Ricky Agee Title: Director of Code Compliance

Signature:  Date: 03/30/2020

THIS FORM MUST BE INCLUDED WITH PROPOSAL



**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #2020-02
PRIVATE PROVIDER BUILDING PLANNING REVIEW INSPECTION SERVICES**

EXHIBIT "F"**CONFLICT OF INTEREST STATEMENT**

This sworn statement is submitted with Bid, Proposal or Contract for #2020-02.

This sworn statement is submitted by (entity) Universal Engineering Sciences whose business address is 5561 Florida Mining Blvd. S., Jacksonville, FL 32257 and (if applicable) Federal Employer Identification Number (FEIN) is 59-1117804 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Ricky Agee and my relationship to the entity named above is Director of Code Compliance

1. The above named entity is submitting a bid for the City of Fernandina Beach.
2. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon their own knowledge.
3. The Affiant states that only one submittal for the above proposal is being submitted and that the above named entity has no financial interest in other entities submitting proposals for the same project.
4. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above proposal. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.
5. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.
6. Neither the entity nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
7. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City of Fernandina Beach.
8. I certify that no member of the entity's ownership or management, or staff has a vested interest in any aspect of the City of Fernandina Beach.
9. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify the City of Fernandina Beach.

STATE OF FLORIDA

COUNTY OF Duval

Signature

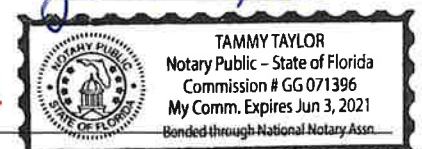
Date:

03/30/2020

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed their signature at the space provided above on this 31 day of March, 2020, and is personally known to me, or has provided personally known as identification.

Notary Signature

My Commission expires:

June 3, 2021**THIS FORM MUST BE INCLUDED WITH PROPOSAL**



CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #2020-02
PRIVATE PROVIDER BUILDING PLANNING REVIEW INSPECTION SERVICES

EXHIBIT "G"**NON-COLLUSION AFFIDAVIT**

This sworn statement is submitted with Bid, Proposal or Contract for #2020-02.

This sworn statement is submitted by (entity) Universal Engineering Sciences whose business address is 5561 Florida Mining Blvd. S., Jacksonville, FL 32257 and (if applicable) Federal Employer Identification Number (FEIN) is 59-1117804 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Ricky Agee and my relationship to the entity named above is Director of Code Compliance

1. The above named is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
2. Such Proposal is genuine and is not a collusive or sham proposal;
3. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Proposal in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached proposal or any other Bidder, or to fix any overhead, profit or cost element of the proposal price or the proposal price of any other Bidder, or to secure through any collusion, connivance, or unlawful agreement any advantage against the City of Fernandina Beach, Florida or any person interested in the proposed Contract; and
4. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

R. Agee
 Signature

Date:
 03/30/2020

STATE OF FLORIDA
 COUNTY OF Duval

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed their signature at the space provided above on this 31 day of March, 2020 and is personally known to me, or has provided Personally Known as identification.

Tammy Taylor
 Notary Signature

My Commission expires: June 3, 2021



THIS FORM MUST BE INCLUDED WITH PROPOSAL



**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #2020-02
PRIVATE PROVIDER BUILDING PLANNING REVIEW INSPECTION SERVICES**

EXHIBIT "H"**DISPUTES DISCLOSURE FORM**

Answer the following questions by placing an "X" after "YES" or "NO". If you answer "YES", please explain in the space provided, or via attachment.

Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional association within the last five (5) years?

YES ___ NO X

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES _____ NO X

Has your firm had against it or filed any request for equitable adjustment, contract claims, bid protest, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES _____ NO X

If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this proposal for the City of Fernandina Beach.

Universal Engineering Sciences, LLC

03/30/2020

Firm

Date


Authorized Signature

Ricky Agee, Director of Code Compliance
Printed or Typed Name and Title

THIS FORM MUST BE INCLUDED WITH PROPOSAL



CITY OF FERNANDINA BEACH, FLORIDA

ADDENDUM NO. 1

For

ITB 2020-02 PRIVATE PROVIDER BUILDING PLAN REVIEW INSPECTION SERVICES

City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034

ADDENDUM No. 1

The following changes are applicable to the original ITB documents and specifications of **ITB 2020-02**. This Addendum No.1 now becomes part of the original Invitation to Bid and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting the bid. Failure to do so may disqualify the submittal.

Submitters shall thoroughly familiarize themselves with the contents of this Addendum before submitting the bid.

NAME: Ricky Agee **TITLE:** Director of Code Compliance

ADDRESS: 5561 Florida Mining Boulevard South

CITY: Jacksonville **STATE:** Florida

AUTHORIZED SIGNATURE:  **DATE:** 3/30/2020



**CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 1**

For

ITB 2020-02 PRIVATE PROVIDER BUILDING PLAN REVIEW INSPECTION SERVICES

1. Is it the City's intent to enter into an agreement with a firm that will supplement the existing building department staff? Or is it related to one specific permit/project? **It is the City's intent to supplement existing building department staff as needed.**
2. Is residential and commercial Florida licensed Inspectors and Plan Examiners required? **Yes. Please quote the areas where you have personnel and should the person not have all licenses, it is still possible the licenses they do have will be sufficient.**
3. Is there a private provider currently providing the requested services? **Yes, the services are limited based on the City's purchasing policy. With this bid, it is the City's hope to have a provider that is not limited by the City's purchasing policy.**
4. How long is the City intending to use private provider services? **The City would like to have this resource available indefinitely. A bid submittal quotation with pricing good for a year with an option to extend would be the most useful.**



**CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 2**

For

ITB 2020-02 PRIVATE PROVIDER BUILDING PLAN REVIEW INSPECTION SERVICES

City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034

ADDENDUM No. 2

The following changes are applicable to the original ITB documents and specifications of **ITB 2020-02**. This Addendum No.2 now becomes part of the original Invitation to Bid and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting the bid. Failure to do so may disqualify the submittal.

Submitters shall thoroughly familiarize themselves with the contents of this Addendum before submitting the bid.

NAME: Ricky Agee **TITLE:** Director of Code Compliance

ADDRESS: 5561 Florida Mining Boulevard South

CITY: Jacksonville **STATE:** Florida

AUTHORIZED SIGNATURE:  **DATE:** 3/31/2020



CITY OF FERNANDINA BEACH, FLORIDA

ADDENDUM NO. 2

For

ITB 2020-02 PRIVATE PROVIDER BUILDING PLAN REVIEW INSPECTION SERVICES

1. Commercial Building should have been listed as a Discipline on Exhibit "A", Contact Sheet/Bid Form. **Please replace and use the attached "Amended" Exhibit "A", Contact Sheet/Bid Form.**

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 Second 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.

This Ordinance was approved at First Reading by the City Commission at its Regular Meeting on June 2, 2020.

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 enact proposed Ordinance 2020-20 at Second Reading.

Tammi E. Bach, City Attorney	6/29/2020
Dale L. Martin, City Manager	6/29/2020
Pauline Testagrose, Comptroller	6/29/2020
Katie Newton, Legal Assistant	6/30/2020

Date: June 03, 2020

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION: Enact

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 7th day of July, 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, July 7 2020, at 6:00 PM** in the City Commission Chambers, 204 Ash Street Fernandina Beach, Florida to consider the following application:

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.

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 24, 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: Board Appointment
Charter Review Committee

ITEM TYPE: Board Appointment

REQUESTED ACTION:

SYNOPSIS: In accordance with Resolution 2019-130, the Mayor, each Commissioner, the City Manager and City Clerk shall appoint one member to the Charter Review Committee.

City Clerk Best's appointee, Mr. Richard Clark, recently resigned. Ms. Best selected Ms. Amy Bryan to fill the vacancy.

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission appoint Ms. Amy Bryan to the Charter Review Committee.

Caroline Best, City Clerk 6/24/2020

Dale L. Martin, City Manager 6/26/2020

Date: June 24, 2020

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION:

RESOLUTION 2019-130

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA ESTABLISHING AN AD HOC CHARTER REVIEW COMMITTEE TO REVIEW THE EXISTING CHARTER OF THE CITY, AND RECOMMEND CHANGES TO THE CITY COMMISSION, PROVIDING FOR GOALS, WORK PLAN, ORGANIZATION, CONDUCT OF BUSINESS AND STAFF SUPPORT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission finds that the current City Charter has not been reviewed since 2007, and the City Charter is in need of review and updating periodically; and

WHEREAS, the City Commission believes it to be in the best interest of the City to create an ad hoc Committee to review the existing City Charter, and recommend changes to make the Charter more effective and up to date; and

WHEREAS, the City Commission is committed to having representation from citizens, as well as input from legal and municipal management professionals to review the Charter and recommend changes in the best interest of the City and its citizens; and

WHEREAS, the City staff will actively participate in, and support the goals of, the ad hoc Charter Review Committee, and professional services may be obtained as needed by the Committee.

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

SECTION 1. The Charter Review Committee (Committee) is officially designated as an ad hoc advisory board to the City Commission, and is responsible for adhering to the following:

a. Goal and Charge to the Charter Review Committee.

The goal and charge to the Committee is to review the existing City Charter, analyze how the Charter addresses the needs of the City, and propose appropriate changes to remove obsolete or out of date provisions, practices, or policies contained in the Charter. The review must consist of a full review of the Charter, including wording changes and updating sections to reflect modern local government management practices.

b. Work Plan.

The Committee must establish a work plan that has measurable results. The work plan may consist of review of the existing Charter, input from professionals, discussion and recommendations for changes, and final report. The final report must be presented to the City Commission by the completion date listed in subsection (g) below.

c. Organization; Quorum; Officers.

The Committee is comprised of seven regular members who serve without compensation. The Committee must elect from its membership a Chairperson, Vice-Chairperson and Recording Secretary. In the absence or disability of the Chairperson, the Vice-Chairperson must perform the duties of the

Chairperson. The Committee must meet at a regularly set date, time and location established by the Committee. The Committee is subject to the public meeting laws and the public records laws.

d. Appointment of Members

The Mayor and each City Commissioner must appoint one member of the Committee, and the City Manager and City Clerk must each appoint one member of the Committee for a total of seven members.

e. Assistance from Professionals

The Committee may request input from professionals in the area of local government law, municipal management, or other areas as it determines are necessary. The Committee must coordinate its request for professional assistance through the City Attorney's office. The City Attorney or her designee must be present at all regular meetings of the Committee for professional legal support.

f. Staff Assistance

The City Clerk, City Manager and City Attorney shall provide the necessary staff support to the Committee for preparation of agendas.

g. Completion of Committee's Assigned Goal

The Committee must complete its review and recommendations no later than June 30, 2020.

SECTION 2. This Resolution becomes effective immediately upon its final passage.

ADOPTED this 6th day of August, 2019.

ATTEST:

CITY OF FERNANDINA BEACH



Caroline Best
City Clerk



John A. Miller
Commissioner- Mayor

APPROVED AS TO FORM AND LEGALITY:



Tammi E. Bach
City Attorney

Caroline Best

From: noreply@civicplus.com
Sent: Wednesday, June 24, 2020 1:08 PM
To: Caroline Best; Kim Briley
Subject: Online Form Submittal: Advisory Board/Committee Application

Advisory Board/Committee Application

This application is intended to provide information that will enable the City Commission to select the most qualified Board/Committee members. Please complete all applicable sections and return the form along with your current résumé to the City Clerk's Office.

City of Fernandina Beach
City Clerk's Office
204 Ash Street
Fernandina Beach, FL 32034
(904) 310-3115

Name	Amy Bryan
Home Mailing Street Address	1512 ATLANTIC AVE
City	Fernandina Beach
Zip Code	32034
Primary Phone	9047530013
Secondary Phone	<i>Field not completed.</i>

Please note that board materials are distributed electronically.

Email to receive board materials	bryanamy@comcast.net
Employer	N/A
Position Title	N/A
Business Address	N/A
City	FERNANDINA BEACH
Zip	32034

Charter Review Committee

Select the advisory
board/committee you are
applying for:

Additional board that you
are applying for: None

Why are you interested in
serving on this Board?
Please explain. I had the pleasure of serving on the 2007 Charter Review
Committee. I enjoyed my time on the committee and look
forward to helping amend the charter again in 2020.

Eligibility

Are you a resident of the
City? Yes

Length of time: 42 years

Do you hold a public office? No

Office name: *Field not completed.*

Are you employed by the
City? No

Position: *Field not completed.*

Are you currently serving on
a Board? No

Board Name: *Field not completed.*

Potential Conflict of Interest:

Have you ever been
engaged in the
management/ownership of
any business enterprise that
has a financial interest with
the City of Fernandina
Beach? No

If yes, please provide
details: *Field not completed.*

Major Affiliations:

Field not completed.

List community, professional, or other applicable policy-making Boards on which you have served.

Note the length of service and office held (if any):

Qualifications:

Please list any specific qualifications, education or experience that would directly relate to the Board for which you are being recommended:

Field not completed.

Organization or Commissioner sponsoring nomination (if applicable):

Field not completed.

Educational Background:
(Check all that apply)

High School, BS/A

Other:

DMD- Doctorate of Medical Dentistry

Major areas of study:

Biology and Chemistry

Florida's Public Records Law, Chapter 119, Florida Statutes, states:

"It is the policy of this state that all state, county, and municipal records shall at all times be open for a personal inspection by any person." Your application when filed will become a public record and subject to the above statute. In addition, any appointed member of a board of any political subdivision (except members of solely advisory bodies) and all members of bodies exercising planning or zoning, are required to file a financial disclosure form (Form1) within 30 days after appointment and annually thereafter, for the duration of the appointment as required by Chapter 112, Florida Statutes

I understand that if I am appointed to one of the City's boards, I will be required to file a financial disclosure form - Form 1, as described above, and I am willing to comply with this requirement.

I understand that any false, incomplete or misleading information given by me on the application is sufficient cause for rejection of this application. I understand and agree that any such false, incomplete or misleading information discovered on this application at any time after appointment to a Board may result in my removal.

I also understand that all board appointments are for voluntary, uncompensated services. Additionally, if appointed, I am able to attend meetings and otherwise fulfill the duties of the office.

Applications are submitted to the City Commission when vacancies occur and are effective for two years from date of completion.

Do you understand the duties and responsibilities of the Board/Committee that you are applying for?	Yes
---	-----

By submitting this form, I declare the foregoing facts to be true, correct, and complete.

Date	June 24, 2020
------	---------------

Applicant's Signature	Amy Bryan
-----------------------	-----------

Email not displaying correctly? [View it in your browser.](#)