



AGENDA
FERNANDINA BEACH CITY COMMISSION
REGULAR MEETING
JULY 21, 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 Reverend Stantley Palmer of O'Neal Memorial Baptist Church.

4. PRESENTATIONS

4.1 **BUDGET SUMMARY** - *Comptroller Pauline Testagrose will answer any questions regarding the budget summary for June 2020.*

4.2 **PROPOSED FY 2020/2021 BUDGET** – *City Manager Martin will provide a presentation regarding the proposed FY 2020/2021 budget.*

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

5.6 **PECK CENTER RECEPTION ROOM NAMING** - *This item is placed on the agenda at the request of Vice Mayor Kreger.*

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

7. CONSENT AGENDA

- 7.1 **APPROVAL OF MINUTES** - *City Commission Regular Meeting - April 7, 2020; City Commission Regular Meeting - April 21, 2020; City Commission Regular Meeting - May 5, 2020; City Commission Regular Meeting - May 19, 2020; City Commission Regular Meeting - June 2, 2020; City Commission Regular Meeting - June 16, 2020 and City Commission/Charter Review Committee Joint Workshop - June 23, 2020.*
- 7.2 **FACILITIES USE AGREEMENT - 224TH JOINT COMMUNICATIONS SUPPORT SQUADRON, GEORGIA AIR NATIONAL GUARD** - RESOLUTION 2020-95 APPROVING THE FACILITIES USE AGREEMENT BETWEEN THE 224 JOINT COMMUNICATIONS SUPPORT SQUADRON, GEORGIA AIR NATIONAL GUARD, AND THE CITY OF FERNANDINA BEACH FOR USE OF AIRPORT PROPERTY; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves the Facilities Use Agreement with the 224th Joint Communications Support Squadron, Georgia Air National Guard, for use of Airport property.*
- 7.3 **VOLUNTARY ANNEXATION AGREEMENT - 836 ROBIN HOOD DRIVE** - RESOLUTION 2020-96 APPROVING THE EXTENSION OF WASTEWATER SERVICES OUTSIDE THE CORPORATE LIMITS; ACCEPTING THE VOLUNTARY ANNEXATION PETITION FOR ONE PARCEL CONTAINING APPROXIMATELY .45 ACRES OF LAND LOCATED AT 836 ROBIN HOOD DRIVE; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Authorizes the extension of wastewater services to the property located at 836 Robin Hood Drive. Also approves the Voluntary Annexation Petition.*

8. RESOLUTIONS

- 8.1 **2021 MAIL BALLOT ELECTION AUTHORIZATION** - RESOLUTION 2020-97 AUTHORIZING THE CITY CLERK AND NASSAU COUNTY SUPERVISOR OF ELECTIONS OFFICE TO CONDUCT A 2021 MAIL BALLOT ELECTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Authorizes the City Clerk and Nassau County Supervisor of Elections Office to conduct a 2021 mail ballot election for proposed Charter amendments.*
- 8.2 **AWARD OF RFP # 2020-02 – OASIS MARINAS** – RESOLUTION 2020-98 AWARDED RFP # 2020-02 FOR MANAGING AND/OR LEASING MARINA FACILITIES TO OASIS MARINAS; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Awards RFP # 2020-02 02 for Managing and/or Leasing Marina Facilities to Oasis Marinas and allows the City Manager to negotiate an agreement.*
- 8.3 **SOLE SOURCE VENDOR APPROVAL - UNIVERSITY OF FLORIDA** - RESOLUTION 2020-99 APPROVING THE UNIVERSITY OF FLORIDA AS A SOLE SOURCE VENDOR IN FISCAL YEAR 2019/2020; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves the University of Florida as a sole source vendor for work funded through the Florida Department of State Historic Preservation Old Town grant not to exceed \$48,000.*

9. ORDINANCES - FIRST READING

- 9.1 **CHARTER AMENDMENT - CONSERVATION REFERENDUM** - ORDINANCE 2020-22 AMENDING ORDINANCE 2019-15 SUBMITTING TO THE CITY ELECTORS PROPOSED AMENDMENTS TO THE CHARTER WHICH AMEND SECTION 10A TO PROHIBIT SALE OR LEASE OF CITY-OWNED CONSERVATION LAND AND TO FURTHER RESTRICT SALE OR LEASE OF RECREATION FACILITIES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Amends Ordinance 2019-15 amending Section 10A of the City Charter to add a provision that requires a referendum for sale or lease of City-owned conservation land.*
- 9.2 **Legislative - FUTURE LAND USE MAP AMENDMENT - NON-CITY OWNED PROPERTIES** - ORDINANCE 2020-23 CHANGING THE CITY'S FUTURE LAND USE MAP TO ADD CONSERVATION AND RECREATION LANDS FOR PROPERTIES OWNED BY THE STATE OF

FLORIDA, NASSAU COUNTY, AND OCEAN HIGHWAY AND PORT AUTHORITY, COLLECTIVELY TOTALING APPROXIMATELY 6.07 ACRES OF LAND; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Modifies non-City owned public parcels throughout the City to contain Conservation or Recreation Future Land Use Map categories.*

9.3 ***Quasi-Judicial* - ZONING MAP AMENDMENT - NON-CITY OWNED PROPERTIES -** ORDINANCE 2020-24 CHANGING THE CITY'S ZONING MAP TO ADD CONSERVATION AND RECREATION LANDS FOR PROPERTIES OWNED BY THE STATE OF FLORIDA, NASSAU COUNTY, AND OCEAN HIGHWAY AND PORT AUTHORITY, COLLECTIVELY TOTALING APPROXIMATELY 6.07 ACRES OF LAND; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Modifies non-City owned public parcels throughout the City to contain Conservation or Recreation Zoning Map categories.*

9.4 ***Legislative* - FUTURE LAND USE MAP AMENDMENT - CITY OWNED PROPERTIES -** ORDINANCE 2020-25 CHANGING THE CITY'S FUTURE LAND USE MAP TO ADD CONSERVATION AND RECREATION LANDS FOR PROPERTIES OWNED BY THE CITY OF FERNANDINA BEACH, COLLECTIVELY TOTALING APPROXIMATELY 22.15 ACRES OF LAND; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Modifies City owned parcels throughout the City to contain Conservation or Recreation Future Land Use Map categories.*

9.5 ***Quasi-Judicial* - ZONING MAP AMENDMENT - CITY OWNED PROPERTIES -** ORDINANCE 2020-26 CHANGING THE CITY'S ZONING MAP TO ADD CONSERVATION AND RECREATION LANDS FOR PROPERTIES OWNED BY THE CITY OF FERNANDINA BEACH, COLLECTIVELY TOTALING APPROXIMATELY 22.15 ACRES OF LAND; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Modifies City owned parcels throughout the City to contain Conservation or Recreation Zoning Map categories.*

10. BOARD APPOINTMENTS

10.1 **CODE ENFORCEMENT AND APPEALS BOARD** - *two appointments.*

10.2 **PLANNING ADVISORY BOARD** - *two appointments.*

11. CITY MANAGER REPORTS

12. CITY ATTORNEY REPORTS

13. CITY CLERK REPORTS

14. MAYOR/COMMISSIONER COMMENTS

15. ADJOURNMENT

-
- A THREE (3) MINUTE TIME LIMIT MAY BE IMPOSED FOR ALL SPEAKERS (EXCEPT IN A QUASI-JUDICIAL HEARING). A "REQUEST TO SPEAK" FORM IS AVAILABLE ON THE COUNTER AT THE ENTRANCE TO THE COMMISSION CHAMBERS. THE FORM SHOULD BE GIVEN TO THE CITY CLERK UPON COMPLETION.
 - THE MAYOR WILL DETERMINE THE ORDER OF THE SPEAKERS AND MAY IMPOSE MORE RESTRICTIVE TIME LIMITS.

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

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

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Presentation
Budget Summary

ITEM TYPE: Presentation

REQUESTED ACTION:

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

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Nicole Bednar, Administrative Services Manager 7/13/2020

Dale L. Martin, City Manager 7/13/2020

Date: October 21, 2019

Submitted By: Pauline Testagrose, Comptroller

COMMISSION ACTION:

Monthly Budget Report

June 2020

Overall: June's report is the ninth month of fiscal year 2019/2020 and represents 75.0% of the budgeted fiscal year. All revenue and various grant revenues have been accrued for the month of June.

State Update:

The City's State Funding Revenue Sources are listed in the chart below. This is the second month for the reduced revenue distribution from the State for the county and municipal revenue sharing programs. There will be a true-up process in August that will fully distribute any remaining 19/20 funds due to the local governments. I will continue to keep you informed when additional information is received.

City of Fernandina Beach

Revenue Analysis - State Funding Sources

GENERAL FUND (001)	Revised Budget	YTD to June	VARIANCE Fav/(UnFav)	Percent
State Revenue				
Discretionary Sales Surtax	1,965,358	1,277,697	(687,661)	65.0%
Local Option Sales Tax	432,084	242,055	(190,029)	56.0%
Insurance Premium Tax	225,000	-	(225,000)	0.0%
Half-Cent Sales Tax	940,628	608,575	(332,053)	64.7%
State Revenue Sharing	241,733	154,266	(87,467)	63.8%
	3,804,803	2,282,593	(1,522,210)	60.0%

The City's overall expenses are at 58.7% of the budget with a few exceptions noted below. All recurring expenses have been recorded. Finance will monitor expenses and prepare budget amendments to ensure budgeted amounts are not exceeded on a line by line basis. Reports comparing current YTD to prior year YTD are also available. Please let the Comptroller know if you wish to see any of these comparative reports.

General Fund: (001)

Total General Fund revenues are at 86.6% of the annual budget. This is primarily due to the timing of Property Taxes. For the month of June, 98.9% or \$15.58M has been received year-to-date. Local Business Tax revenue is also above the 75.0% mark at 106.9% due to the timing of receipts. Specific revenue sources we are tracking are detailed below.

	19/20 Budget	Jun 20 YTD \$	Jun 20 YTD %	Jun 19 YTD \$	Jun 19 YTD %
Local Option Gas Tax	432,084	242,055	56.0%	238,438	60.6%
Small County Surtax	1,965,358	1,277,697	65.0%	1,334,257	67.4%
Half Cent Sales Tax	940,628	608,575	64.7%	655,199	73.7%
Franchise Fees	1,440,000	966,311	67.1%	987,391	68.6%
Total FY 19/20 Bud	4,778,070				
Total FY 18/19 Actual	4,507,916				
Total FY 18/19 Bud	4,700,835				

For expenses, the one department over the 75.0% mark is Public Assistance due to COVID-19 and the additional distributions. Overall General Fund departmental expenses are below the mark at 58.7%.

Special Revenue Funds: (100 - 190)

In addition to the \$1.2M property tax levy, the Land Conservation Trust Fund has received \$288,830, year-to-date through June, in donations. This amount includes the funds received from Amelia Bluff and the private anonymous donations. In Fund 110 – Federal Forfeiture and Fund 190 – Law Enforcement Recovery, it was anticipated that expenditures would exceed revenues due to capital purchases.

Debt Service Funds: (220 - 230)

The semiannual interest payment was paid in October and the principal payment was made April 1st for the GO Bond in the Debt Service Fund – Fund 220. The semiannual interest was paid in March on the Series 2013A Utility Bonds.

Capital Improvement Funds: (300 - 330)

The Capital Improvements Fund - 300, encumbrances have been issued for a generator, new fire truck, sidewalks, street paving, trails, and beach monitoring.

Golf Course: (410)

Revenues exceed expenses due to the transfer from the General Fund. The Golf Course reopened in the month of May adhering to the CDC Guidelines due to COVID-19. The margin on Pro Shop Sales is above the budgeted ratio. Food and Beverage is at 16.7% which is below the budget ratio of 28.2%.

Airport: (420)

Revenues exceeded expenses on a year-to-date bases due to payments for rent, land leases and other revenue.

Sanitation: (440)

Revenues exceeded expenses year-to-date.

Wastewater: (450)

Revenue exceeds expenses due to septic dumping fees, interest, miscellaneous fees, and year-to-date expenses slightly lower than the budgeted ratio. Revenue for Wastewater charges are \$176,369 or 4.1% higher than June 2019 year-to-date.

Water: (460)

As anticipated, expenses exceed revenues year-to-date due to capital improvements, such as the large new reservoir #3 water plant.

Stormwater: (470)

Expenses exceed revenues primarily due to the loss on the disposal of a fixed asset (street sweeper).

Marina: (480)

Although the Marina is still running a deficit, for the month of June, \$42,737 was recorded in transient slip rental fees.

Fleet: (510)

Revenues exceed expenses year-to-date. This Fund is meant to be self-supporting.

Utility Billing and Utility Administration: (520 - 530)

It is anticipated in the budget, that Revenues plus Cash Balance Forward exceed Expenditures in Utility Billing and Utility Administration.

**CITY OF FERNANDINA BEACH
MONTHLY MANAGEMENT REPORT
REVENUES AND EXPENDITURES
FISCAL YEAR TO DATE THROUGH June 30, 2020**

75.0%

GENERAL FUND (001)	Revised Budget	Actuals	VARIANCE Fav/(UnFav)	%
REVENUES:				
Property Taxes	\$ 15,758,000	\$ 15,583,275	\$ (174,725)	98.9%
Sales /Use/Fuel Taxes	2,622,442	1,519,751	(1,102,691)	58.0%
Franchise Fees	1,460,000	983,973	(476,027)	67.4%
Licenses/Permits	366,750	318,064	(48,686)	86.7%
Intergovernmental	1,882,361	1,544,923	(337,438)	82.1%
Charges for Services	1,408,500	916,364	(492,136)	65.1%
Fines and Forfeitures	21,500	24,669	3,169	114.7%
Other	485,820	139,022	(346,798)	28.6%
Subtotal	24,005,373	21,030,040	(2,975,333)	87.6%
Transfers/Reimbursements				
Utility Tax	1,500,000	1,125,000	(375,000)	75.0%
Sanitation	36,000	27,000	(9,000)	75.0%
Wastewater	360,000	270,000	(90,000)	75.0%
Water	180,000	135,000	(45,000)	75.0%
Total Revenues (excluding cash balance)	26,081,373	22,587,040	(3,494,333)	86.6%
EXPENDITURES:				
City Commission	337,388	208,219	129,169	61.7%
City Clerk	538,003	376,726	161,277	70.0%
City Manager	639,551	316,884	322,667	49.5%
Finance	771,266	562,722	208,544	73.0%
Information and Technology	747,157	545,051	202,106	72.9%
Human Resources	392,609	228,379	164,230	58.2%
City Attorney	344,230	232,262	111,968	67.5%
Planning	655,651	399,281	256,370	60.9%
Facility Maintenance	703,410	485,634	217,776	69.0%
Police	6,110,101	4,216,287	1,893,814	69.0%
Police - Beach Rangers	63,040	20,015	43,025	31.8%
Fire	4,418,308	2,977,617	1,440,691	67.4%
Fire - Ocean Rescue	375,002	189,977	185,025	50.7%
Building / Permitting	45,650	11,381	34,269	24.9%
Code Enforcement	253,405	175,036	78,369	69.1%
Streets	1,775,646	1,084,238	691,408	61.1%
Downtown	78,964	50,428	28,537	63.9%
Public Assistance	392,000	317,079	74,921	80.9%
Library	14,644	4,811	9,833	32.8%
Recreation	1,373,533	847,755	525,778	61.7%
Parks	1,652,427	903,220	749,207	54.7%
Peck	248,520	133,748	114,772	53.8%
MLK Center	197,395	106,881	90,514	54.1%
Youth	342,847	177,117	165,730	51.7%
Aquatics	337,242	141,345	195,897	41.9%
Non-Departmental	259,320	172,345	86,975	66.5%
Contingency	255,920	0	255,920	
Transfers				
Debt Service	423,376	317,532	105,844	75.0%
Land Conservation	1,207,000	1,207,000	-	100.0%
Historic District Trust	30,000	22,500	7,500	75.0%
Capital Improvements	1,445,000	1,083,753	361,247	75.0%
Golf	715,000	660,003	54,997	92.3%
Cemetery	11,300	8,475	2,825	75.0%
Marina	300,000	225,000	75,000	75.0%
Subtotal	27,454,905	18,408,702	9,046,203	67.1%
Encumbrances - All Departments		163,729	(163,729)	
Reserves	4,175,767	-	4,175,767	
Total Expenditures (including Encumbrances)	31,630,672	18,572,431	13,058,241	58.7%
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	(5,549,299)	4,014,610	9,563,909	
Fund Balance, October 1, 2019 (Cash Balance)				
Unrestricted	5,549,299	5,549,299	-	
Fund Balance, June 30, 2020	\$ -	\$ 9,563,909	\$ 9,563,909	

City of Fernandina Beach
Revenue Analysis

GENERAL FUND (001)	Revised Budget	Actuals to March	58.33% April Actuals	66.67% May Actuals	75.00% June Actual	YTD to June	VARIANCE Fav/(UnFav)	Percent	Comments
General Revenues:									
Property Taxes	\$ 15,758,000	\$ 14,603,430	\$ 411,658	\$ 229,612	\$ 338,574	\$ 15,583,274	\$ (174,726)	98.9%	
Franchise and Utility Taxes	1,460,000	703,825	98,581	85,458	96,109	983,973	(476,027)	67.4%	
Discretionary Sales Surtax	1,965,358	877,224	125,332	187,327	87,814	1,277,697	(687,661)	65.0%	
Local Option Sales Tax	432,084	164,110	28,426	29,465	20,053	242,054	(190,030)	56.0%	State over-estimated revenue
Insurance Premium Tax	225,000	-	-	-	-	-	(225,000)	0.0%	Collected in September
	2,622,442	1,041,334	153,758	216,792	107,867	1,519,751	(1,102,691)		
Half-Cent Sales Tax	940,628	416,742	70,874	67,836	53,124	608,576	(332,052)	64.7%	
State Revenue Sharing	241,733	114,435	19,072	10,379	10,380	154,266	(87,467)	63.8%	
DEA	12,500	5,144	-	-	-	5,144	(7,356)	41.2%	
School Resource Officer	131,200	95,162	7,389	-	-	102,551	(28,649)	78.2%	
FEMA	435,000	646,074	-	-	-	646,074	211,074	148.5%	
OHPA - Payment in Lieu	50,000	-	-	-	-	-	(50,000)	0.0%	In Mediation owe (FY19, FY20)
Other / Grants	71,300	27,696	16	576	24	28,312	(42,988)	39.7%	DOS Preservation (\$37.5k)
	1,882,361	1,305,253	97,351	78,791	63,528	1,544,923	(337,438)		
Licenses/Permits	366,750	280,249	7,100	12,908	17,807	318,064	(48,686)	86.7%	
Charges for Services	1,408,500	710,891	64,785	34,512	106,176	916,364	(492,136)	65.1%	Incl Ambulance /Ocean Rescue
Fines and Forfeitures	21,500	19,169	1,358	687	3,455	24,669	3,169	114.7%	
Other Miscellaneous	320,820	29,641	9,749	5,311	4,328	49,029	(271,791)	15.3%	Beachraker reimb TDC (271k)
Investment Earnings	165,000	67,449	7,680	7,834	7,030	89,993	(75,007)	54.5%	
Total General Revenues	24,005,373	18,761,241	852,020	671,905	744,874	21,030,040	(2,975,333)	87.6%	
			19,613,261	20,285,166	21,030,040				
			81.70%	84.50%	87.61%				

**CITY OF FERNANDINA BEACH
MONTHLY MANAGEMENT REPORT
REVENUES AND EXPENDITURES
FISCAL YEAR TO DATE THROUGH June 30, 2020**

75.0%

SPECIAL REVENUE FUNDS

FUND # NAME OF FUND	Revised Budget	Actuals	VARIANCE Fav/(UnFav)	% Used
REVENUES				
100 Law Enforcement Trust (LETf)	\$ 2,441	\$ 188	\$ (2,253)	7.7%
110 Federal Forfeiture	190,385	46,453	(143,932)	24.4%
125 Tree Trust	176,387	103,564	(72,823)	58.7%
126 Historic District (HDC)	51,975	31,957	(20,018)	61.5%
130 CDBG - Economic Development	101,181	2,908	(98,273)	2.9%
135 Land Conservation Trust	1,514,284	1,808,861	294,577	119.5%
140 Building Fees Fund	3,633,742	762,286	(2,871,456)	21.0%
145 Wastewater Impact Fees	1,982,529	383,916	(1,598,613)	19.4%
146 Water Impact Fees	685,141	142,597	(542,544)	20.8%
150 Utility Tax	1,808,526	1,306,733	(501,793)	72.3%
170 Cemetery	1,320,583	108,970	(1,211,613)	8.3%
180 Community Redevelopment Area	55,624	127	(55,497)	0.2%
190 Law Enforcement Recovery	220,749	84,430	(136,319)	38.2%
Total Revenues	\$ 11,743,547	\$ 4,782,990	\$ (6,960,557)	40.7%
EXPENDITURES:				
100 Law Enforcement Trust (LETf)	\$ 2,441	-	\$ 2,441	0.0%
110 Federal Forfeiture	190,385	155,422	34,963	81.6%
125 Tree Trust	176,387	9,651	166,736	5.5%
126 Historic District (HDC)	51,975	135	51,840	0.3%
130 CDBG - Economic Development	101,181	15,381	85,800	15.2%
135 Land Conservation Trust	1,514,284	623,849	890,435	41.2%
140 Building Fees Fund	3,633,742	746,753	2,886,989	20.6%
145 Wastewater Impact Fees	1,982,529	375,003	1,607,526	18.9%
146 Water Impact Fees	685,141	224,997	460,144	32.8%
150 Utility Tax	1,808,526	1,125,000	683,526	62.2%
170 Cemetery	1,320,583	137,560	1,183,023	10.4%
180 Community Redevelopment Area	55,624	-	55,624	0.0%
190 Law Enforcement Recovery	220,749	154,817	65,932	70.1%
Total Expenditures	\$ 11,743,547	\$ 3,568,568	\$ 8,174,979	30.4%

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

**CITY OF FERNANDINA BEACH
MONTHLY MANAGEMENT REPORT
REVENUES AND EXPENDITURES
FISCAL YEAR TO DATE THROUGH June 30, 2020**

75.0%

CAPITAL PROJECTS FUNDS

FUND #	NAME OF FUND	Revised Budget	Actuals	VARIANCE Fav/(UnFav)	% Used
300	Capital Improvement				
	Revenues	\$ 2,592,137	\$ 1,942,673	\$ (649,464)	74.9%
	Expenses				
	General Government	\$ 706,637	\$ 244,060	462,577	34.5%
	Information Technology	125,000	94,444	30,556	75.6%
	Police	55,000	3,798	51,202	6.9%
	Fire	525,000	288,577	236,423	55.0%
	Streets	866,500	607,133	259,367	70.1%
	Recreation	100,000	6,373	93,627	6.4%
	Parks	83,670	8,168	75,502	9.8%
	Peck	55,330	55,329	1	100.0%
	MLK	75,000	29,543	45,457	39.4%
	Subtotal	<u>2,592,137</u>	<u>1,337,426</u>	<u>1,254,711</u>	<u>51.6%</u>
	Net Revenues(Expenses)	\$ -	\$ 605,247	\$ (605,247)	0.0%
310	Capital Expansion				
	Revenues				
	Grants/Interest/Loan	\$ 1,585,000	\$ 103,531	\$ (1,481,469)	6.5%
	Admin	1,020,266	77,753	(942,513)	7.6%
	Police	340,431	46,336	(294,095)	13.6%
	Fire	782,072	63,185	(718,887)	8.1%
	Sanitation	-	-	-	0.0%
	Recreation	4,038,460	334,997	(3,703,463)	8.3%
	Subtotal	<u>7,766,229</u>	<u>625,802</u>	<u>(7,140,427)</u>	<u>8.1%</u>
	Expenses				
	Admin	\$ 2,522,166	\$ 48,857	\$ 2,473,309	1.9%
	Police	340,927	-	\$ 340,927	0.0%
	Fire	783,503	113,250	\$ 670,253	14.5%
	Recreation	4,119,633	1,005,736	\$ 3,113,897	24.4%
	Subtotal	<u>7,766,229</u>	<u>1,167,844</u>	<u>6,598,385</u>	<u>15.0%</u>
	Net Revenues(Expenses)	\$ -	\$ (542,042)	\$ (542,042)	0.0%
330	Wastewater Improvement				
	Revenues	\$ 6,488,400	\$ 1,164,034	\$ (5,324,366)	17.9%
	Expenses	6,488,400	-	6,488,400	0.0%
	Net Revenues(Expenses)	\$ -	\$ 1,164,034	\$ 1,164,034	0.0%

**CITY OF FERNANDINA BEACH
MONTHLY MANAGEMENT REPORT
REVENUES AND EXPENDITURES
FISCAL YEAR TO DATE THROUGH June 30, 2020**

75.0%

ENTERPRISE FUNDS	Revised Budget	Actuals	VARIANCE Fav/(UnFav)	% Used
Golf Course Fund 410				
Operating Revenues	\$ 1,367,650	\$ 891,647	\$ (476,003)	65.2%
Operating Expense*	1,450,311	985,211	465,100	67.9%
Operating Income (Loss)	(82,661)	(93,564)	(10,903)	113.2%
Non Operating Income (Expense) & Transfers	554,269	668,826	114,557	120.7%
Change in Net Position	\$ 471,608	\$ 575,262	\$ 103,654	122.0%
Airport Fund 420				
Operating Revenues	\$ 861,302	\$ 673,603	\$ (187,699)	78.2%
Operating Expense*	547,297	342,635	204,662	62.6%
Operating Income (Loss)	314,005	330,968	16,963	105.4%
Non Operating Income (Expense) & Transfers	2,534,495	158,778	(2,375,717)	6.3%
Change in Net Position	\$ 2,848,500	\$ 489,747	\$ (2,358,753)	17.2%
Sanitation Fund 440				
Operating Revenues	\$ 2,520,960	\$ 1,969,103	\$ (551,857)	78.1%
Operating Expense*	2,541,048	1,752,138	788,910	69.0%
Operating Income (Loss)	(20,088)	216,965	237,053	-1080.1%
Non Operating Income (Expense) & Transfers	19,000	(7,386)	(26,386)	-38.9%
Change in Net Position	\$ (1,088)	\$ 209,579	\$ 210,667	-19262.8%
Wastewater Fund 450				
Operating Revenues	\$ 6,077,167	\$ 4,595,217	\$ (1,481,950)	75.6%
Operating Expense*	2,636,631	1,712,282	924,349	64.9%
Operating Income (Loss)	3,440,536	2,882,935	(557,601)	83.8%
Non Operating Income (Expense) & Transfers	(2,788,629)	(2,062,244)	726,385	74.0%
Change in Net Position	\$ 651,907	\$ 820,691	\$ 168,784	125.9%
Water Fund 460				
Operating Revenues	\$ 4,365,617	\$ 3,225,824	\$ (1,139,793)	73.9%
Operating Expense*	2,432,234	1,462,156	970,078	60.1%
Operating Income (Loss)	1,933,383	1,763,668	(169,715)	91.2%
Non Operating Income (Expense) & Transfers	(954,684)	(751,190)	203,494	78.7%
Change in Net Position	\$ 978,699	\$ 1,012,478	\$ 33,779	103.5%
Stormwater Fund 470				
Operating Revenues	\$ 825,000	\$ 663,951	\$ (161,049)	80.5%
Operating Expense*	1,007,343	515,349	491,994	51.2%
Operating Income (Loss)	(182,343)	148,602	330,945	-81.5%
Non Operating Income (Expense) & Transfers	983,945	675,249	(308,696)	68.6%
Change in Net Position	\$ 801,602	\$ 823,850	\$ 22,248	102.8%
Marina Fund 480				
Operating Revenues	\$ 1,624,715	\$ 337,317	\$ (1,287,398)	20.8%
Operating Expense*	1,640,095	534,877	1,105,218	32.6%
Operating Income (Loss)	(15,380)	(197,560)	(182,180)	1284.5%
Non Operating Income (Expense) & Transfers	6,842,294	2,845,330	(3,996,964)	41.6%
Change in Net Position	\$ 6,826,914	\$ 2,647,771	\$ (4,179,144)	38.8%
*Does not include Depreciation Expense and Encumbrances.				
Capital Outlay by Fund				
Golf Course Fund 410	\$ 639,000	\$ 70,935	\$ 568,065	11.1%
Airport Fund 420	2,998,178	293,855	\$ 2,704,323	9.8%
Sanitation Fund 440	15,000	-	15,000	0.0%
Wastewater Fund 450	1,123,500	244,420	879,080	21.8%
Water Fund 460	1,432,115	1,311,861	120,254	91.6%
Stormwater Fund 470	1,454,295	973,382	480,913	66.9%
Marina Fund 480	8,910,390	3,496,009	5,414,381	39.2%
Total Enterprise Funds	\$ 16,572,478	\$ 6,390,461	\$ 10,182,017	38.6%

**CITY OF FERNANDINA BEACH
MONTHLY MANAGEMENT REPORT
ENTERPRISE FUNDS
FISCAL YEAR TO DATE THROUGH JUNE 30, 2020**

Fund	YTD Revenue Excluding Transfers*	YTD Cost Excluding Transfers**	Net	Transfers In	Transfers Out	Debt Service (including Interest)***	Total
Golf Course (410)	903,149.18	1,056,145.81	(152,996.63)	660,006.00		2,681.89	504,327.48
Airport (420)	850,196.38	636,489.87	213,706.51			17,814.77	195,891.74
Sanitation (440)	1,988,717.01	1,752,138.10	236,578.91		(27,000.00)		209,578.91
Wastewater (450)	4,691,947.11	1,956,701.79	2,735,245.32		(2,158,974.00)		576,271.32
Water (460)	3,281,240.88	2,774,017.35	507,223.53	450,000.00	(1,256,607.00)		(299,383.47)
Storm Water Management (470)	1,382,412.10	1,488,730.77	(106,318.67)			43,212.72	(149,531.39)
Marina (480)	3,087,344.67	4,030,885.68	(943,541.01)	225,000.00		129,697.19	(848,238.20)

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

**Year to Date Cost includes Capital Expenditures.

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

This schedule was added at the request of Commissioner Lednovich

City of Fernandina Beach
Accounts Receivable Analysis

6/30/2020

Utility Billing - Current Accounts

Number of Customers		Delinquency Days	\$	Avg Monthly Billing
8,685	Active Customers			\$ 1,074,950.76
529		30	59,905.56	Note - To resume disconnects for nonpay 7/1/20.
181		60	16,208.04	* *payment terms + delinquency due to COVID19
79		90	7,126.35	*
75		120+	14,150.81	*
-				
544		Total	\$ 97,390.76	

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

119 accts.
w/delinquent
balances \$ 14,817.55

Utility Billings in Collections

Year based on final billing date	# of Accounts Transferred	Amt of \$ Transferred	Amt of \$ Recovered by CCI	Amt of \$ Recovered by UB	Total \$ Recovered	% recovered
2014 Charged Off	Effective 9/30/17	-	-	-		0.00%
2015 Charged off	Effective 9/30/18	-	-	-		0.00%
2016 (thru Dec)	161	27,511.96	1,735.32	5,914.23		27.80%
2017 (thru Dec)	148	26,629.59	1,407.24	3,367.91		17.93%
2018 (thru Dec)	377	74,599.60	3,693.87	2,790.19		8.69%
2019 (thru Dec)	158	46,319.16	796.65	1,850.80		5.72%
		\$ 175,060.31	\$ 7,633.08	\$ 13,923.13	\$ 21,556.21	12.31%
Recovered to date		\$ (21,556.21)				
Balance currently at CCI		\$ 153,504.10				

Airport

Number of Customers		Delinquency Days	\$	Avg Mo'ly Billing
76	ALL Customers			\$47,911.80
31		30	35,117.78	(Amelia Island Aviation - acct closed)
8		60	8,851.78	\$ -
3		90	3,201.88	\$ -
2		120+	5,504.91	\$ -
				\$ 8,758.77
8		Sub Total	\$ 52,676.35	\$ 8,758.77
				\$ 61,435.12

Marina

Number of Customers		Delinquency Days	\$	Avg Mo'ly Billing
165	ALL Customers			\$15,722
12		30	(5,731.43)	
		60	778.10	Centre Street Restaurant Group - May
		90	766.60	Centre Street Restaurant Group - April
		120		
1	David Johnson - In Collec	150+	880.88	David Johnson
			(3,305.85)	
* Three customers paid in advance \$11,004.37				
Total 12 Customers Total Aging (\$3,305.85)				

Peck Center & Other City Leases

Number of Customers		Delinquency Days	\$	Avg Mo'ly Billing
7	ALL Customers			1,986.44
3		30	469.44	
3		60	469.44	
1		90	44.71	
1		120+	43.85	
3		Sub Total	\$ 1,027.44	

07/08/2020 08:34
cpostonCity of Fernandina Beach
YEAR-TO-DATE BUDGET REPORTP
glytdbud 1

FOR 2020 09

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
001 GENERAL FUND							
001 31110		PROPERTY TAXES					
	-15,758,000.00	-15,758,000.00	-15,583,274.68	-338,574.16	0.00	-174,725.32	98.9%*
001 31240		LOCAL OPTION GAS TAX					
	-432,084.00	-432,084.00	-242,054.66	-20,053.29	0.00	-190,029.34	56.0%*
001 31251		STATE/FIRE INSURANCE TAX					
	-125,000.00	-125,000.00	0.00	0.00	0.00	-125,000.00	.0%*
001 31252		STATE/POLICE INSURANCE TAX					
	-100,000.00	-100,000.00	0.00	0.00	0.00	-100,000.00	.0%*
001 31260		SMALL COUNTY SURTAX					
	-1,965,358.00	-1,965,358.00	-1,277,696.69	-87,813.88	0.00	-687,661.31	65.0%*
001 31610		LOCAL BUSINESS TAX					
	-160,000.00	-160,000.00	-171,050.25	-2,979.00	0.00	11,050.25	106.9%
001 31620		LOCAL BUSINESS TAX - PENALTIES					
	-3,000.00	-3,000.00	-5,942.84	-63.00	0.00	2,942.84	198.1%
001 31630		LOCAL BUSINESS TAX-OTHER FEES					
	-50.00	-50.00	-1,488.13	-157.50	0.00	1,438.13	2976.3%
001 31640		LOCAL BUSINESS TAX-PAST DUE FE					
	-2,000.00	-2,000.00	-2,612.48	0.00	0.00	612.48	130.6%
001 32204		BUILDING PERMIT-DRIVEWAY					
	-6,000.00	-6,000.00	-2,520.00	-140.00	0.00	-3,480.00	42.0%*
001 32210		BUILDING PERMIT-TREE REMOVAL					
	-25,000.00	-25,000.00	0.00	0.00	0.00	-25,000.00	.0%*
001 32211		BUILDING PERMIT-FENCING					
	-5,000.00	-5,000.00	0.00	0.00	0.00	-5,000.00	.0%*
001 32218		CLEARING/EXCAVATE-PERMITS					
	-25,000.00	-25,000.00	-6,576.00	-623.00	0.00	-18,424.00	26.3%*
001 32310		FRANCHISE FEES ELECTRIC					
	-1,440,000.00	-1,440,000.00	-966,310.77	-96,109.37	0.00	-473,689.23	67.1%*
001 32340		FRANCHISE FEES GAS					
	-20,000.00	-20,000.00	-17,662.24	0.00	0.00	-2,337.76	88.3%*
001 32900		CODE ENFORCEMENT FEES & FINES					
	-25,000.00	-25,000.00	-1,125.00	-25.00	0.00	-23,875.00	4.5%*
001 32901		ZONING PLAN REVIEW					
	-18,000.00	-18,000.00	-29,750.00	-3,425.00	0.00	11,750.00	165.3%
001 32903		SIGN PERMITS					
	-2,250.00	-2,250.00	0.00	0.00	0.00	-2,250.00	.0%*
001 32915		ANNEXATION APP FEE					
	-2,200.00	-2,200.00	-2,100.00	-1,200.00	0.00	-100.00	95.5%*
001 32916		BOA APP FEES-COMMERCIAL					
	0.00	0.00	-2,000.00	0.00	0.00	2,000.00	100.0%

07/08/2020 08:34
cpostonCity of Fernandina Beach
YEAR-TO-DATE BUDGET REPORTP
glytdbud 2

FOR 2020 09

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
001 32917		BOA APP FEES-RESIDENTIAL					
	-11,050.00	-11,050.00	-6,800.00	-1,700.00	0.00	-4,250.00	61.5%*
001 32918		ZONING CERTIFICATION FEE					
	-3,200.00	-3,200.00	-1,400.00	-100.00	0.00	-1,800.00	43.8%*
001 32920		CDD COPIES MADE FEE					
	-1,250.00	-1,250.00	0.00	0.00	0.00	-1,250.00	.0%*
001 32921		COMP PLAN AMEND APP FEE					
	-1,500.00	-1,500.00	0.00	0.00	0.00	-1,500.00	.0%*
001 32926		PLAT APPROVAL APP FEE					
	-3,850.00	-3,850.00	-1,700.00	-850.00	0.00	-2,150.00	44.2%*
001 32928		REZONING APP FEE					
	-4,200.00	-4,200.00	0.00	0.00	0.00	-4,200.00	.0%*
001 32929		SITE PLAN REVIEW APP FEE					
	-21,700.00	-21,700.00	-22,400.00	-3,000.00	0.00	700.00	103.2%
001 32932		DUE DILIGENCE					
	-750.00	-750.00	-250.00	0.00	0.00	-500.00	33.3%*
001 32933		TELECOMMUNICATION PERMIT					
	-400.00	-400.00	0.00	0.00	0.00	-400.00	.0%*
001 32935		ADMINISTRATIVE WAIVER					
	0.00	0.00	-2,000.00	-400.00	0.00	2,000.00	100.0%
001 32936		CODE TEXT AMENDMENT					
	-850.00	-850.00	0.00	0.00	0.00	-850.00	.0%*
001 32937		LOT LINE ADJUSTMENTS					
	-2,000.00	-2,000.00	-2,000.00	-400.00	0.00	0.00	100.0%
001 32980		OTHER MISC PERMITS					
	0.00	0.00	-6,456.66	-200.00	0.00	6,456.66	100.0%
001 32981		SPECIAL EVENT PERMITS					
	-4,500.00	-4,500.00	-3,901.00	-50.00	0.00	-599.00	86.7%*
001 32982		SPECIAL BANNER PERMITS					
	-2,000.00	-2,000.00	-310.00	0.00	0.00	-1,690.00	15.5%*
001 32992		FIRE MARSHALL'S FEES					
	-35,000.00	-35,000.00	-45,611.40	-2,484.60	0.00	10,611.40	130.3%
001 32995		ADDRESS ASSIGNMENT					
	-1,000.00	-1,000.00	-70.00	-10.00	0.00	-930.00	7.0%*
001 33120		FEMA GRANT					
	0.00	-435,000.00	-646,074.44	0.00	0.00	211,074.44	148.5%
001 33170		DOS PRESERVATION					
	-37,500.00	-37,500.00	0.00	0.00	0.00	-37,500.00	.0%*
001 33350		HALF-CENT SALES TAX					
	-940,628.00	-940,628.00	-608,575.33	-53,123.72	0.00	-332,052.67	64.7%*
001 33512		STATE REVENUE SHARING PROCEED					
	-241,733.00	-241,733.00	-154,266.07	-10,379.49	0.00	-87,466.93	63.8%*
001 33514		MOBILE HOME TAX					
	-800.00	-800.00	-519.11	-23.50	0.00	-280.89	64.9%*

07/08/2020 08:34
cpostonCity of Fernandina Beach
YEAR-TO-DATE BUDGET REPORTP
glytdbud 3

FOR 2020 09

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
001 33515		ALCOHOLIC BEV LICENSE					
	-23,000.00	-23,000.00	-21,972.36	0.00	0.00	-1,027.64	95.5%*
001 33522		FIREFIGHTERS SUPPLEMENT					
	-10,000.00	-10,000.00	-5,820.00	0.00	0.00	-4,180.00	58.2%*
001 33720		SCHOOL RESOURCE OFFICER					
	-131,200.00	-131,200.00	-102,551.74	0.00	0.00	-28,648.26	78.2%*
001 33721		DEA REIMBURSEMENT					
	-12,500.00	-12,500.00	-5,143.72	0.00	0.00	-7,356.28	41.1%*
001 33722		NASSAU COUNTY OCEAN RESCUE					
	-130,000.00	-130,000.00	-35,093.17	-14,304.36	0.00	-94,906.83	27.0%*
001 33910		OCEAN, HIGHWAY AND PRT AUTHORITY					
	-50,000.00	-50,000.00	0.00	0.00	0.00	-50,000.00	.0%*
001 34260		AMBULANCE SERVICES					
	-450,000.00	-450,000.00	-426,576.60	-43,683.50	0.00	-23,423.40	94.8%*
001 34290		SHRIMP FESTIVAL REIMBURSEMENT					
	-6,000.00	-6,000.00	0.00	0.00	0.00	-6,000.00	.0%*
001 34700		TRUST ACTIVITIES NON-TAXABLE					
	-160,000.00	-160,000.00	-130,152.66	-17,561.60	0.00	-29,847.34	81.3%*
001 34701		TRUST ACTIVITIES TAXABLE					
	-23,000.00	-23,000.00	-26,112.47	-2,407.36	0.00	3,112.47	113.5%
001 34702		PARKS TRUST NON-TAXABLE					
	-12,000.00	-12,000.00	-9,503.08	-1,010.00	0.00	-2,496.92	79.2%*
001 34703		PARKS TRUST TAXABLE					
	0.00	0.00	-3,597.00	-556.00	0.00	3,597.00	100.0%
001 34704		RENTALS NON-TAXABLE					
	-8,000.00	-8,000.00	-4,497.50	0.00	0.00	-3,502.50	56.2%*
001 34705		SOFTBALL COMPLEX					
	-500.00	-500.00	-110.00	0.00	0.00	-390.00	22.0%*
001 34706		PARKS LAWN CHARGES					
	-13,500.00	-13,500.00	-381.46	0.00	0.00	-13,118.54	2.8%*
001 34720		RENTALS					
	-10,000.00	-10,000.00	-4,795.99	-80.00	0.00	-5,204.01	48.0%*
001 34721		PECK RENTS					
	-8,000.00	-8,000.00	-835.00	0.00	0.00	-7,165.00	10.4%*
001 34722		PECK RENTS NON-TAXABLE					
	-25,000.00	-25,000.00	-14,258.64	-1,308.24	0.00	-10,741.36	57.0%*
001 34723		PECK TRUST TAXABLE					
	-6,500.00	-6,500.00	-5,151.51	-561.44	0.00	-1,348.49	79.3%*
001 34724		PECK TRUST NON-TAXABLE					
	-42,000.00	-42,000.00	-15,532.00	-269.00	0.00	-26,468.00	37.0%*
001 34725		MLK RENTS					
	-4,500.00	-4,500.00	-2,084.70	0.00	0.00	-2,415.30	46.3%*
001 34726		MLK RENTS NON-TAXABLE					
	0.00	0.00	-1,008.00	0.00	0.00	1,008.00	100.0%

07/08/2020 08:34
cpostonCity of Fernandina Beach
YEAR-TO-DATE BUDGET REPORTP
glytdbud 4

FOR 2020 09

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
001 34728		MLK TRUST NON-TAXABLE					
	-12,500.00	-12,500.00	-16,025.00	0.00	0.00	3,525.00	128.2%
001 34730		YOUTH TRUST ACTIVITIES					
	-17,000.00	-17,000.00	-34.87	0.00	0.00	-16,965.13	.2%*
001 34731		YOUTH CAMPS					
	-310,000.00	-310,000.00	-146,895.64	-11,139.49	0.00	-163,104.36	47.4%*
001 34741		AQUATICS TRUST NON-TAXABLE					
	-116,000.00	-116,000.00	-46,606.40	-9,777.00	0.00	-69,393.60	40.2%*
001 34742		SWIMMING POOLS					
	-54,000.00	-54,000.00	-25,783.12	-3,487.13	0.00	-28,216.88	47.7%*
001 34743		SWIMMING POOLS NON-TAXABLE					
	0.00	0.00	-900.00	0.00	0.00	900.00	100.0%
001 34745		GREENWAY					
	0.00	0.00	-205.00	0.00	0.00	205.00	100.0%
001 34746		GREENWAY TAXABLE					
	0.00	0.00	-224.00	-31.00	0.00	224.00	100.0%
001 35100		COURT CASES GENERAL FUND					
	-8,000.00	-8,000.00	-8,230.38	-493.25	0.00	230.38	102.9%
001 35115		PARKING TICKETS					
	-11,000.00	-11,000.00	-13,547.50	-2,456.00	0.00	2,547.50	123.2%
001 35116		POLICE CITATIONS					
	0.00	0.00	-136.00	-136.00	0.00	136.00	100.0%
001 35120		POLICE EDUCATION					
	-1,500.00	-1,500.00	-1,103.37	-99.90	0.00	-396.63	73.6%*
001 35911		FINGERPRINT-ACCI-INC REPORT					
	-1,000.00	-1,000.00	-1,651.90	-269.90	0.00	651.90	165.2%
001 36110		INTEREST					
	-165,000.00	-165,000.00	-89,998.70	-7,030.04	0.00	-75,001.30	54.5%*
001 36210		RENTS					
	-3,044.00	-3,044.00	0.00	0.00	0.00	-3,044.00	.0%*
001 36215		RENTS NON-TAXABLE					
	-23,800.00	-23,800.00	-15,870.00	-1,983.75	0.00	-7,930.00	66.7%*
001 36990		OTHER REVENUE					
	-15,026.00	-15,026.00	-19,054.22	-2,180.81	0.00	4,028.22	126.8%
001 36992		GAIN ON SALE OF ASSET					
	0.00	0.00	-5,351.00	-150.00	0.00	5,351.00	100.0%
001 36995		LATE FEES					
	0.00	0.00	-3.41	0.00	0.00	3.41	100.0%
001 36996		REVENUE-GARNISHMENT FEE					
	-100.00	-100.00	-139.00	-14.00	0.00	39.00	139.0%
001 36997		TDC REVENUE					
	-271,350.00	-271,350.00	0.00	0.00	0.00	-271,350.00	.0%*
001 38215		FROM UTILITY TAX					
	-1,500,000.00	-1,500,000.00	-1,125,000.00	-125,000.00	0.00	-375,000.00	75.0%*



FOR 2020 09

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
001 38244		FROM SANITATION					
	-36,000.00	-36,000.00	-27,000.00	-3,000.00	0.00	-9,000.00	75.0%*
001 38245		FROM WASTEWATER OPERATIONS					
	-360,000.00	-360,000.00	-270,000.00	-30,000.00	0.00	-90,000.00	75.0%*
001 38246		FROM WATER OPERATIONS					
	-180,000.00	-180,000.00	-135,000.00	-15,000.00	0.00	-45,000.00	75.0%*
001 38910		CASH BALANCE FORWARD					
	-5,549,299.00	-5,549,299.00	0.00	0.00	0.00	-5,549,299.00	.0%*
TOTAL GENERAL FUND							
	-31,188,172.00	-31,623,172.00	-22,578,434.86	-917,874.28	0.00	-9,044,737.14	71.4%
TOTAL REVENUES							
	-31,188,172.00	-31,623,172.00	-22,578,434.86	-917,874.28	0.00	-9,044,737.14	
0012200 FIRE							
0012200 36993		DONATIONS/CONTRIBUTIONS					
	-7,500.00	-7,500.00	-8,605.62	0.00	0.00	1,105.62	114.7%
TOTAL FIRE							
	-7,500.00	-7,500.00	-8,605.62	0.00	0.00	1,105.62	114.7%
TOTAL REVENUES							
	-7,500.00	-7,500.00	-8,605.62	0.00	0.00	1,105.62	
GRAND TOTAL							
	-31,195,672.00	-31,630,672.00	-22,587,040.48	-917,874.28	0.00	-9,043,631.52	71.4%

** END OF REPORT - Generated by Christina Poston **

Revenue	Amount	% Used
Revised Budget	(\$31,630,672.00)	65.8%
Less: Cash Balance Forward		
38910	5,549,299.00	
38911	_____	.00
Revised Budget excluding Cash	(\$26,081,373.00)	
YTD Actual Revenue	(\$22,587,040.48)	86.6%

Revised Budget excluding Cash	(\$26,081,373.00)
Less: YTD Expenditures	18,408,704.68
Net (Revenues) Expenditures	(\$ 7,672,668.32)

07/08/2020 08:38
cpostonCity of Fernandina Beach
YEAR-TO-DATE BUDGET REPORTP
glytdbud 1

FOR 2020 09

ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
0011100 CITY COMMISSION						
322,388.00	337,388.00	208,219.37	22,538.36	0.00	129,168.63	61.7%
0011200 CITY CLERK						
538,003.00	538,003.00	376,725.95	28,749.77	0.00	161,277.05	70.0%
0011210 CITY MANAGER						
639,551.00	639,551.00	316,884.14	29,660.95	14,887.50	307,779.36	51.9%
0011300 FINANCE						
771,266.00	771,266.00	562,721.88	54,637.29	0.00	208,544.12	73.0%
0011310 INFORMATION TECHNOLOGY						
747,157.00	747,157.00	545,051.01	60,262.44	1,757.17	200,348.82	73.2%
0011350 HUMAN RESOURCES						
392,609.00	392,609.00	228,379.13	18,880.03	0.00	164,229.87	58.2%
0011400 CITY ATTORNEY						
344,230.00	344,230.00	232,261.74	22,558.47	0.00	111,968.26	67.5%
0011500 PLANNING						
655,651.00	655,651.00	399,280.79	57,513.11	0.00	256,370.21	60.9%
0011910 NON DEPARTMENTAL						
259,320.00	259,320.00	172,345.15	19,572.91	5,912.80	81,062.05	68.7%
0011930 FACILITIES MAINTENANCE						
689,730.00	703,410.00	485,634.21	47,701.76	0.00	217,775.79	69.0%
0012100 POLICE						
6,110,101.00	6,110,101.00	4,216,287.39	642,796.13	50,721.65	1,843,091.96	69.8%
0012101 POLICE RANGERS						
63,040.00	63,040.00	20,015.32	8,062.15	0.00	43,024.68	31.8%
0012200 FIRE						
4,418,808.00	4,418,308.00	2,977,616.74	296,976.87	35,243.02	1,405,448.24	68.2%
0012201 FIRE OCEAN RESCUE						
363,502.00	375,002.00	189,977.34	75,133.91	0.00	185,024.66	50.7%
0012400 BUILDING / PERMITTING						
20,250.00	45,650.00	11,381.20	0.00	2,292.21	31,976.59	30.0%
0012420 CODE ENFORCEMENT						
253,405.00	253,405.00	175,035.99	19,824.97	0.00	78,369.01	69.1%
0014100 STREETS						
1,775,646.00	1,775,646.00	1,084,237.53	90,822.10	19,112.88	672,295.59	62.1%
0015200 DOWNTOWN						
78,964.00	78,964.00	50,427.50	3,910.45	0.00	28,536.50	63.9%
0015640 PUBLIC ASSISTANCE						
128,000.00	392,000.00	317,078.87	83,795.60	0.00	74,921.13	80.9%
0017100 LIBRARY						
14,644.00	14,644.00	4,810.52	639.64	0.00	9,833.48	32.8%
0017200 RECREATION						
1,372,394.00	1,373,533.00	847,755.23	80,851.81	1.00	525,776.77	61.7%
0017210 PARKS						
1,653,362.00	1,652,427.00	903,219.68	81,738.91	33,800.00	715,407.32	56.7%



07/08/2020 08:38
cposton

City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

P
glytdbud 2

FOR 2020 09

0017220 PECK	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
0017220 PECK	248,706.00	248,520.00	133,748.37	13,379.07	0.00	114,771.63	53.8%
0017225 MLK CENTER	197,413.00	197,395.00	106,881.01	10,404.40	0.00	90,513.99	54.1%
0017230 YOUTH	342,847.00	342,847.00	177,117.17	18,824.98	0.00	165,729.83	51.7%
0017240 AQUATICS	337,242.00	337,242.00	141,345.45	18,279.21	0.00	195,896.55	41.9%
0018100 INTERFUND TRANSFERS OUT	3,636,676.00	4,131,676.00	3,524,266.00	202,474.00	0.00	607,410.00	85.3%
0018200 CONTINGENCIES	150,000.00	255,920.00	0.00	0.00	0.00	255,920.00	.0%
0018300 RESERVES	4,670,767.00	4,175,767.00	0.00	0.00	0.00	4,175,767.00	.0%
GRAND TOTAL	31,195,672.00	31,630,672.00	18,408,704.68	2,009,989.29	163,728.23	13,058,239.09	58.7%

** END OF REPORT - Generated by Christina Poston **



07/08/2020 08:45
cposton

City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

P
glytdbud 1

FOR 2020 09

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
100 LAW ENFORCEMENT TRUST							
100 35110		FINES/FORFEITURES					
	-140.00	-140.00	-174.00	0.00	0.00	34.00	124.3%
100 36110		INTEREST					
	0.00	0.00	-13.77	-1.69	0.00	13.77	100.0%
100 38910		CASH BALANCE FORWARD					
	-2,301.00	-2,301.00	0.00	0.00	0.00	-2,301.00	.0%*
100 55200		OPERATING SUPPLIES					
	2,200.00	2,200.00	0.00	0.00	0.00	2,200.00	.0%
100 59990		RESERVE					
	241.00	241.00	0.00	0.00	0.00	241.00	.0%
TOTAL LAW ENFORCEMENT TRUST							
	0.00	0.00	-187.77	-1.69	0.00	187.77	100.0%
	TOTAL REVENUES						
	-2,441.00	-2,441.00	-187.77	-1.69	0.00	-2,253.23	
	TOTAL EXPENSES						
	2,441.00	2,441.00	0.00	0.00	0.00	2,441.00	
	GRAND TOTAL						
	0.00	0.00	-187.77	-1.69	0.00	187.77	100.0%

** END OF REPORT - Generated by Christina Poston **



07/08/2020 08:46
cposton

City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

P
glytdbud 1

FOR 2020 09

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
110 FEDERAL FORFEITURE							
110 35121		SEIZED CONTRABAND					
	-25,000.00	-25,000.00	-26,725.69	0.00	0.00	1,725.69	106.9%
110 36110		INTEREST					
	0.00	0.00	-650.04	-55.84	0.00	650.04	100.0%
110 36992		GAIN ON SALE OF ASSET					
	0.00	0.00	-19,077.45	0.00	0.00	19,077.45	100.0%
110 38910		CASH BALANCE FORWARD					
	-165,385.00	-165,385.00	0.00	0.00	0.00	-165,385.00	.0%*
110 55200		OPERATING SUPPLIES					
	15,000.00	8,800.00	1,807.19	1,147.75	0.00	6,992.81	20.5%
110 56400		MACH/EQUIP					
	148,500.00	148,500.00	147,523.18	0.00	0.00	976.82	99.3%
110 56401		EQUIP-NON CAPITAL					
	0.00	6,200.00	6,092.00	6,092.00	0.00	108.00	98.3%
110 59990		RESERVE					
	26,885.00	26,885.00	0.00	0.00	0.00	26,885.00	.0%
TOTAL FEDERAL FORFEITURE							
	0.00	0.00	108,969.19	7,183.91	0.00	-108,969.19	100.0%
TOTAL REVENUES							
	-190,385.00	-190,385.00	-46,453.18	-55.84	0.00	-143,931.82	
TOTAL EXPENSES							
	190,385.00	190,385.00	155,422.37	7,239.75	0.00	34,962.63	
GRAND TOTAL							
	0.00	0.00	108,969.19	7,183.91	0.00	-108,969.19	100.0%

** END OF REPORT - Generated by Christina Poston **

07/08/2020 08:53
cpostonCity of Fernandina Beach
YEAR-TO-DATE BUDGET REPORTP
glytdbud 1

FOR 2020 09

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
125 TREE TRUST SPECIAL REV FUND							
125 32219		TREE TRUST FUND RESERVE					
	-52,380.00	-52,380.00	-102,295.00	-1,000.00	0.00	49,915.00	195.3%
125 36110		INTEREST					
	0.00	0.00	-1,269.30	-177.66	0.00	1,269.30	100.0%
125 38910		CASH BALANCE FORWARD					
	-124,007.00	-124,007.00	0.00	0.00	0.00	-124,007.00	.00*
125 53100		PROFESSIONAL SERVICES					
	10,000.00	10,000.00	5,830.00	0.00	0.00	4,170.00	58.3%
125 54970		PROGRAM COSTS					
	6,900.00	6,900.00	3,740.42	0.00	0.00	3,159.58	54.2%
125 55200		OPERATING SUPPLIES					
	3,900.00	3,900.00	80.97	0.00	0.00	3,819.03	2.1%
125 59990		RESERVE					
	155,587.00	155,587.00	0.00	0.00	0.00	155,587.00	.0%
TOTAL TREE TRUST SPECIAL REV FUND							
	0.00	0.00	-93,912.91	-1,177.66	0.00	93,912.91	100.0%
TOTAL REVENUES							
	-176,387.00	-176,387.00	-103,564.30	-1,177.66	0.00	-72,822.70	
TOTAL EXPENSES							
	176,387.00	176,387.00	9,651.39	0.00	0.00	166,735.61	
GRAND TOTAL							
	0.00	0.00	-93,912.91	-1,177.66	0.00	93,912.91	100.0%

** END OF REPORT - Generated by Christina Poston **



07/08/2020 08:55
cposton

City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

P
glytdbud 1

FOR 2020 09

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
126 HDC SPECIAL REVENUE FUND							
126 32924		HDC APPLICATION FEE					
	0.00	0.00	-5,760.00	-780.00	0.00	5,760.00	100.0%
126 32931		HDC VARIANCE					
	-1,700.00	-1,700.00	-3,550.00	-850.00	0.00	1,850.00	208.8%
126 32934		CHANGE OF USE					
	-8,025.00	-8,025.00	0.00	0.00	0.00	-8,025.00	.0%*
126 36110		INTEREST					
	0.00	0.00	-145.60	-26.33	0.00	145.60	100.0%
126 38101		FROM GENERAL FUND					
	-30,000.00	-30,000.00	-22,500.00	-2,500.00	0.00	-7,500.00	75.0%*
126 38910		CASH BALANCE FORWARD					
	-12,250.00	-12,250.00	0.00	0.00	0.00	-12,250.00	.0%*
126 53100		PROFESSIONAL SERVICES					
	500.00	500.00	0.00	0.00	0.00	500.00	.0%
126 54970		PROGRAM COSTS					
	33,000.00	33,000.00	135.00	0.00	0.00	32,865.00	.4%
126 59990		RESERVE					
	18,475.00	18,475.00	0.00	0.00	0.00	18,475.00	.0%
TOTAL HDC SPECIAL REVENUE FUND							
	0.00	0.00	-31,820.60	-4,156.33	0.00	31,820.60	100.0%
TOTAL REVENUES							
	-51,975.00	-51,975.00	-31,955.60	-4,156.33	0.00	-20,019.40	
TOTAL EXPENSES							
	51,975.00	51,975.00	135.00	0.00	0.00	51,840.00	
GRAND TOTAL							
	0.00	0.00	-31,820.60	-4,156.33	0.00	31,820.60	100.0%

** END OF REPORT - Generated by Christina Poston **



FOR 2020 09

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
130 CDBG ECON DEV							
130 36110		INTEREST					
	0.00	0.00	-2,908.41	-326.18	0.00	2,908.41	100.0%
130 38910		CASH BALANCE FORWARD					
	-101,181.00	-101,181.00	0.00	0.00	0.00	-101,181.00	.0%*
130 56300		IMPROVEMENTS					
	101,181.00	101,181.00	15,381.00	15,381.00	85,800.00	0.00	100.0%
TOTAL CDBG ECON DEV	0.00	0.00	12,472.59	15,054.82	85,800.00	-98,272.59	100.0%
	TOTAL REVENUES						
	-101,181.00	-101,181.00	-2,908.41	-326.18	0.00	-98,272.59	
	TOTAL EXPENSES						
	101,181.00	101,181.00	15,381.00	15,381.00	85,800.00	0.00	
	GRAND TOTAL						
	0.00	0.00	12,472.59	15,054.82	85,800.00	-98,272.59	100.0%

** END OF REPORT - Generated by Christina Poston **



07/08/2020 09:00
cposton

City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

P
glytdbud 1

FOR 2020 09

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
135 LAND CONSERVATION TRUST							
135 36110		INTEREST					
	0.00	0.00	-5,747.03	-785.83	0.00	5,747.03	100.0%
135 36601		DONATIONS/LAND CONSERVATION					
	0.00	0.00	-288,830.00	-55,600.00	0.00	288,830.00	100.0%
135 36800		CAPITAL CONTRIBUTION					
	0.00	-307,284.00	-307,283.75	0.00	0.00	-0.25	100.0%*
135 38101		FROM GENERAL FUND					
	-1,207,000.00	-1,207,000.00	-1,207,000.00	0.00	0.00	0.00	100.0%
135 56100		LAND					
	1,000,000.00	1,307,284.00	623,849.25	0.00	0.00	683,434.75	47.7%
135 59990		RESERVE					
	207,000.00	207,000.00	0.00	0.00	0.00	207,000.00	.0%
TOTAL LAND CONSERVATION TRUST							
	0.00	0.00	-1,185,011.53	-56,385.83	0.00	1,185,011.53	100.0%
TOTAL REVENUES							
	-1,207,000.00	-1,514,284.00	-1,808,860.78	-56,385.83	0.00	294,576.78	
TOTAL EXPENSES							
	1,207,000.00	1,514,284.00	623,849.25	0.00	0.00	890,434.75	
GRAND TOTAL							
	0.00	0.00	-1,185,011.53	-56,385.83	0.00	1,185,011.53	100.0%

** END OF REPORT - Generated by Christina Poston **

07/08/2020 09:48
cpostonCity of Fernandina Beach
YEAR-TO-DATE BUDGET REPORTP
glytdbud 1

FOR 2020 09

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
140 BUILDING FEES FUND							
140 32200		BUILDING PERMITS					
	-655,000.00	-655,000.00	-391,600.35	-32,113.50	0.00	-263,399.65	59.8%*
140 32202		BUILDING PERMIT-CONSTRUCTION					
	-300,000.00	-300,000.00	-155,017.00	-10,857.00	0.00	-144,983.00	51.7%*
140 32203		BUILDING PERMIT-DEMOLITION					
	-7,500.00	-7,500.00	-3,524.00	-328.00	0.00	-3,976.00	47.0%*
140 32206		BUILDING PERMIT-AFTER THE FACT					
	-5,000.00	-5,000.00	-22,006.00	-1,028.00	0.00	17,006.00	440.1%
140 32207		BUILDING PERMIT-REINSPECTION					
	-3,500.00	-3,500.00	-2,100.00	-420.00	0.00	-1,400.00	60.0%*
140 32208		BUILDING PERMIT-2ND REINSPECT					
	-100.00	-100.00	-560.00	-140.00	0.00	460.00	560.0%
140 32903		SIGN PERMITS					
	-2,250.00	-2,250.00	-2,958.00	-254.00	0.00	708.00	131.5%
140 32905		ELECTRICAL PERMITS-GENERAL					
	-60,000.00	-60,000.00	-45,020.00	-3,930.00	0.00	-14,980.00	75.0%*
140 32906		ELECTRICAL PERMITS-TEMPORARY P					
	-8,500.00	-8,500.00	-3,825.00	-225.00	0.00	-4,675.00	45.0%*
140 32908		GAS PERMITS-GENERAL					
	-14,000.00	-14,000.00	-10,320.00	-1,360.00	0.00	-3,680.00	73.7%*
140 32909		GAS PERMITS-LP INSTALLATION					
	-6,000.00	-6,000.00	-3,075.00	-375.00	0.00	-2,925.00	51.3%*
140 32911		MECHANICAL					
	-75,000.00	-75,000.00	-30,661.00	-1,440.00	0.00	-44,339.00	40.9%*
140 32912		PLUMBING PERMITS					
	-35,000.00	-35,000.00	-23,016.00	-2,770.00	0.00	-11,984.00	65.8%*
140 32913		PLUMBING-FIXTURE FEES					
	-25,000.00	-25,000.00	-20,062.00	-1,092.00	0.00	-4,938.00	80.2%*
140 32920		CDD COPIES MADE FEE					
	0.00	0.00	-379.45	0.00	0.00	379.45	100.0%
140 32960		ADMINISTRATION COST BLDING SU					
	-2,000.00	-2,000.00	-3,624.77	0.00	0.00	1,624.77	181.2%
140 32980		OTHER MISC PERMITS					
	-1,000.00	-1,000.00	-755.00	-220.00	0.00	-245.00	75.5%*
140 36110		INTEREST					
	0.00	0.00	-19,051.62	-2,255.55	0.00	19,051.62	100.0%
140 36992		GAIN ON SALE OF ASSET					
	-24,000.00	-24,000.00	-24,731.00	0.00	0.00	731.00	103.0%
140 38910		CASH BALANCE FORWARD					
	-2,409,892.00	-2,409,892.00	-3,250,862.25	0.00	0.00	840,970.25	134.9%

07/08/2020 09:48
cpostonCity of Fernandina Beach
YEAR-TO-DATE BUDGET REPORTP
glytdbud 2

FOR 2020 09

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
140 51200		SALARIES					
	658,235.00	658,235.00	356,264.20	39,922.56	0.00	301,970.80	54.1%
140 51350		PART-TIME					
	40,164.00	40,164.00	7,697.10	0.00	0.00	32,466.90	19.2%
140 51400		OVERTIME					
	5,000.00	5,000.00	6,554.70	445.89	0.00	-1,554.70	131.1%*
140 52100		FICA					
	53,810.00	53,810.00	27,136.91	2,952.66	0.00	26,673.09	50.4%
140 52200		RETIREMENT					
	150,472.00	150,472.00	86,931.27	9,672.26	0.00	63,540.73	57.8%
140 52300		HEALTH INSUR					
	121,789.00	121,789.00	72,082.96	7,653.67	0.00	49,706.04	59.2%
140 52301		LIFE INSUR					
	3,493.00	3,493.00	2,082.64	235.00	0.00	1,410.36	59.6%
140 52400		WORKERS' COMP					
	10,412.00	10,412.00	7,812.00	868.00	0.00	2,600.00	75.0%
140 53100		PROFESSIONAL SERVICES					
	137,000.00	388,400.00	37,307.66	4,900.00	93,380.00	257,712.34	33.6%
140 53400		CONTRACTUAL					
	109,325.00	101,825.01	44,071.86	22,059.73	0.00	57,753.15	43.3%
140 54000		TRAINING/TRAVEL					
	49,040.00	49,040.00	10,740.60	1,694.00	0.00	38,299.40	21.9%
140 54100		COMM - PHONE/FAX/ALARM					
	647.00	647.00	640.21	8.89	0.00	6.79	99.0%
140 54101		COMMUNICATIONS-CELLULAR					
	4,920.00	12,419.99	5,752.36	0.00	0.00	6,667.63	46.3%
140 54500		INSURANCE					
	8,470.00	8,470.00	6,354.00	706.00	0.00	2,116.00	75.0%
140 54610		R/M BLDG & GROUNDS					
	0.00	17,365.00	0.00	0.00	0.00	17,365.00	.0%
140 54620		R/M EQUIPMENT					
	685.00	685.00	0.00	0.00	0.00	685.00	.0%
140 54630		R/M VEHICLES-LABOR					
	1,200.00	2,400.00	1,466.50	82.50	0.00	933.50	61.1%
140 54640		R/M VEHICLES-PARTS					
	500.00	8,150.00	4,396.86	262.41	0.00	3,753.14	53.9%
140 54700		PRINTING					
	9,675.00	2,175.01	0.00	0.00	0.00	2,175.01	.0%
140 54934		LEGAL/CONTRACTUAL					
	20,825.00	20,825.00	0.00	0.00	0.00	20,825.00	.0%
140 55100		OFFICE SUPPLIES					
	5,000.00	5,000.00	2,198.88	0.00	0.00	2,801.12	44.0%
140 55200		OPERATING SUPPLIES					
	8,680.00	78,179.99	24,958.13	1,175.55	62,000.00	-8,778.14	111.2%*



07/08/2020 09:48
cposton

City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

P 3
glytdbud

FOR 2020 09

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
140 55210		UNIFORMS					
	4,350.00	4,350.00	1,483.41	0.00	0.00	2,866.59	34.1%
140 55230		GAS/OIL					
	3,500.00	4,000.00	2,377.88	236.84	0.00	1,622.12	59.4%
140 55400		BOOKS/SUBS/DUES					
	21,000.00	21,000.00	4,615.44	0.00	0.00	16,384.56	22.0%
140 56400		EQUIPMENT					
	30,000.00	124,671.00	29,437.30	0.00	94,670.85	562.85	99.5%
140 56401		NON CAP EQUIP					
	5,400.00	5,400.00	4,389.96	0.00	0.00	1,010.04	81.3%
140 59990		RESERVE					
	2,170,150.00	1,735,364.00	0.00	0.00	0.00	1,735,364.00	.0%
TOTAL BUILDING FEES FUND	0.00	0.00	-3,266,395.61	34,067.91	250,050.85	3,016,344.76	100.0%
TOTAL REVENUES	-3,633,742.00	-3,633,742.00	-4,013,148.44	-58,808.05	0.00	379,406.44	
TOTAL EXPENSES	3,633,742.00	3,633,742.00	746,752.83	92,875.96	250,050.85	2,636,938.32	
GRAND TOTAL	0.00	0.00	-3,266,395.61	34,067.91	250,050.85	3,016,344.76	100.0%

** END OF REPORT - Generated by Christina Poston **



07/08/2020 09:49
cposton

City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

P
glytdbud 1

FOR 2020 09

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
145 WASTEWATER IMPACT							
145 36110		INTEREST					
	-10,800.00	-10,800.00	-8,747.42	-988.48	0.00	-2,052.58	81.0%*
145 36310		IMPACT FEES- INCORPORATED AREA					
	-464,200.00	-464,200.00	-352,111.01	-4,642.00	0.00	-112,088.99	75.9%*
145 36311		IMPACT FEES- UNINCORPORATED					
	-72,531.00	-72,531.00	-23,057.71	-305.44	0.00	-49,473.29	31.8%*
145 38910		CASH BALANCE FORWARD					
	-1,434,998.00	-1,434,998.00	0.00	0.00	0.00	-1,434,998.00	.0%*
145 59230		TRANSFER TO UTIL ACQ DS					
	500,000.00	500,000.00	375,003.00	41,667.00	0.00	124,997.00	75.0%
145 59990		RESERVE					
	1,482,529.00	1,482,529.00	0.00	0.00	0.00	1,482,529.00	.0%
TOTAL WASTEWATER IMPACT	0.00	0.00	-8,913.14	35,731.08	0.00	8,913.14	100.0%
TOTAL REVENUES	-1,982,529.00	-1,982,529.00	-383,916.14	-5,935.92	0.00	-1,598,612.86	
TOTAL EXPENSES	1,982,529.00	1,982,529.00	375,003.00	41,667.00	0.00	1,607,526.00	
GRAND TOTAL	0.00	0.00	-8,913.14	35,731.08	0.00	8,913.14	100.0%

** END OF REPORT - Generated by Christina Poston **



07/08/2020 09:58
cposton

City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

P
glytdbud 1

FOR 2020 09

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
146 WATER IMPACT							
146 36110		INTEREST					
	0.00	0.00	-2,324.96	-222.83	0.00	2,324.96	100.0%
146 36310		IMPACT FEES- INCORPORATED AREA					
	-191,800.00	-191,800.00	-132,105.88	-1,923.48	0.00	-59,694.12	68.9%*
146 36311		IMPACT FEES- UNINCORPORATED					
	-59,937.00	-59,937.00	-8,166.12	-108.18	0.00	-51,770.88	13.6%*
146 38910		CASH BALANCE FORWARD					
	-433,404.00	-433,404.00	0.00	0.00	0.00	-433,404.00	.0%*
146 59230		TRANSFER TO UTIL ACQ DS					
	340,000.00	340,000.00	254,997.00	28,333.00	0.00	85,003.00	75.0%
146 59990		RESERVE					
	345,141.00	345,141.00	0.00	0.00	0.00	345,141.00	.0%
TOTAL WATER IMPACT							
	0.00	0.00	112,400.04	26,078.51	0.00	-112,400.04	100.0%
TOTAL REVENUES							
	-685,141.00	-685,141.00	-142,596.96	-2,254.49	0.00	-542,544.04	
TOTAL EXPENSES							
	685,141.00	685,141.00	254,997.00	28,333.00	0.00	430,144.00	
GRAND TOTAL							
	0.00	0.00	112,400.04	26,078.51	0.00	-112,400.04	100.0%

** END OF REPORT - Generated by Christina Poston **

07/08/2020 09:59
cpostonCity of Fernandina Beach
YEAR-TO-DATE BUDGET REPORTP
glytdbud 1

FOR 2020 09

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
150 UTILITY TAX							
150 31410		ELECTRIC MUNICIPAL TAX					
	-700,376.00	-700,376.00	-651,679.87	-81,271.01	0.00	-48,696.13	93.0%*
150 31420		TELEPHONE MUNICIPAL TAX					
	-659,022.00	-659,022.00	-541,050.06	-60,519.25	0.00	-117,971.94	82.1%*
150 31430		WATER MUNICIPAL TAX					
	0.00	0.00	197.20	0.00	0.00	-197.20	100.0%*
150 31440		GAS MUNICIPAL TAX					
	-110,000.00	-110,000.00	-111,802.51	-11,944.26	0.00	1,802.51	101.6%
150 36110		INTEREST					
	0.00	0.00	-2,397.36	-349.09	0.00	2,397.36	100.0%
150 38910		CASH BALANCE FORWARD					
	-339,128.00	-339,128.00	0.00	0.00	0.00	-339,128.00	.0%*
150 59100		TRANSFER TO GENERAL FUND					
	1,500,000.00	1,500,000.00	1,125,000.00	125,000.00	0.00	375,000.00	75.0%
150 59990		RESERVE					
	308,526.00	308,526.00	0.00	0.00	0.00	308,526.00	.0%
TOTAL UTILITY TAX							
	0.00	0.00	-181,732.60	-29,083.61	0.00	181,732.60	100.0%
TOTAL REVENUES							
	-1,808,526.00	-1,808,526.00	-1,306,732.60	-154,083.61	0.00	-501,793.40	
TOTAL EXPENSES							
	1,808,526.00	1,808,526.00	1,125,000.00	125,000.00	0.00	683,526.00	
GRAND TOTAL							
	0.00	0.00	-181,732.60	-29,083.61	0.00	181,732.60	100.0%

** END OF REPORT - Generated by Christina Poston **



07/08/2020 10:00
cposton

City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

P
glytdbud 1

FOR 2020 09

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
170 CEMETERY							
170 32970		BURIAL PERMITS					
	-3,000.00	-3,000.00	-3,040.00	-400.00	0.00	40.00	101.3%
170 34560		MARKER SETTING FEES					
	-2,200.00	-2,200.00	-2,480.00	-400.00	0.00	280.00	112.7%
170 34570		PERPETUAL CARE					
	-50,000.00	-50,000.00	-30,108.59	-5,066.09	0.00	-19,891.41	60.2%*
170 34580		SALE OF LOTS					
	-82,500.00	-82,500.00	-49,885.00	-9,483.56	0.00	-32,615.00	60.5%*
170 36110		INTEREST					
	-10,000.00	-10,000.00	-12,492.51	-691.34	0.00	2,492.51	124.9%
170 36120		UNREALIZED GAIN					
	0.00	0.00	-2,485.64	1,376.59	0.00	2,485.64	100.0%
170 38101		FROM GENERAL FUND					
	-11,300.00	-11,300.00	-8,478.00	-942.00	0.00	-2,822.00	75.0%*
170 38910		CASH BALANCE FORWARD					
	-111,261.00	-111,261.00	0.00	0.00	0.00	-111,261.00	.0%*
170 38913		CASH BAL FOR RESTD CEMET					
	-1,050,322.00	-1,050,322.00	0.00	0.00	0.00	-1,050,322.00	.0%*
170 51200		SALARIES					
	77,162.00	77,162.00	53,957.13	5,878.41	0.00	23,204.87	69.9%
170 51400		OVERTIME					
	2,000.00	2,000.00	2.95	0.00	0.00	1,997.05	.1%
170 52100		FICA					
	6,056.00	6,056.00	3,758.06	407.08	0.00	2,297.94	62.1%
170 52200		RETIREMENT					
	18,488.00	18,488.00	12,928.81	1,408.47	0.00	5,559.19	69.9%
170 52300		HEALTH INSUR					
	26,712.00	26,712.00	20,034.00	2,226.00	0.00	6,678.00	75.0%
170 52301		LIFE INSUR					
	431.00	431.00	324.77	36.19	0.00	106.23	75.4%
170 52400		WORKERS' COMP					
	7,006.00	7,006.00	5,256.00	584.00	0.00	1,750.00	75.0%
170 53200		AUDITING					
	2,265.00	2,265.00	1,701.00	189.00	0.00	564.00	75.1%
170 53400		CONTRACTUAL					
	8,588.00	8,588.00	5,174.65	142.45	0.00	3,413.35	60.3%
170 54101		COMMUNICATIONS-CELLULAR					
	0.00	50.00	12.14	3.17	0.00	37.86	24.3%
170 54300		UTILITIES ELECTRIC					
	3,800.00	3,800.00	840.93	116.20	0.00	2,959.07	22.1%



07/08/2020 10:00
cposton

City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

P
glytdbud 2

FOR 2020 09

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
170 54310		UTILITIES-WATER & WASTEWATER					
	1,000.00	1,000.00	124.13	12.12	0.00	875.87	12.4%
170 54500		INSURANCE					
	2,834.00	2,834.00	2,124.00	236.00	0.00	710.00	74.9%
170 54610		R/M BLDG & GROUNDS					
	13,000.00	13,000.00	4,304.84	0.00	0.00	8,695.16	33.1%
170 54620		R/M EQUIPMENT					
	2,000.00	2,000.00	475.03	59.96	0.00	1,524.97	23.8%
170 54630		R/M VEHICLES-LABOR					
	2,200.00	2,200.00	925.00	120.00	0.00	1,275.00	42.0%
170 54640		R/M VEHICLES-PARTS					
	1,500.00	1,500.00	1,027.85	195.62	0.00	472.15	68.5%
170 55200		OPERATING SUPPLIES					
	2,500.00	2,321.00	87.68	0.00	0.00	2,233.32	3.8%
170 55210		UNIFORMS					
	1,200.00	1,200.00	781.07	0.00	0.00	418.93	65.1%
170 55230		GAS/OIL					
	3,000.00	3,000.00	1,591.05	247.64	0.00	1,408.95	53.0%
170 56400		MACH/EQUIP					
	22,000.00	22,129.00	22,128.90	0.00	0.00	0.10	100.0%
170 59990		RESERVE					
	40,236.00	40,236.00	0.00	0.00	0.00	40,236.00	.0%
170 59997		RESERVE REST'D FOR CEMETERY					
	1,076,605.00	1,076,605.00	0.00	0.00	0.00	1,076,605.00	.0%
TOTAL CEMETERY	0.00	0.00	28,590.25	-3,744.09	0.00	-28,590.25	100.0%
	TOTAL REVENUES						
	-1,320,583.00	-1,320,583.00	-108,969.74	-15,606.40	0.00	-1,211,613.26	
	TOTAL EXPENSES						
	1,320,583.00	1,320,583.00	137,559.99	11,862.31	0.00	1,183,023.01	
	GRAND TOTAL						
	0.00	0.00	28,590.25	-3,744.09	0.00	-28,590.25	100.0%

** END OF REPORT - Generated by Christina Poston **



07/08/2020 10:01
cposton

City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

P
glytdbud 1

FOR 2020 09

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
180 COMM DEVELOP AREA							
180 31110		PROPERTY TAXES					
	-11,453.00	-11,453.00	0.00	0.00	0.00	-11,453.00	.0%*
180 31117		PROPERTY TAXES-COUNTY					
	-13,386.00	-13,386.00	0.00	0.00	0.00	-13,386.00	.0%*
180 36110		INTEREST					
	0.00	0.00	-126.50	-15.03	0.00	126.50	100.0%
180 36991		PARKING REVENUE					
	-1,000.00	-1,000.00	0.00	0.00	0.00	-1,000.00	.0%*
180 38910		CASH BALANCE FORWARD					
	-29,785.00	-29,785.00	0.00	0.00	0.00	-29,785.00	.0%*
180 59990		RESERVE					
	55,624.00	55,624.00	0.00	0.00	0.00	55,624.00	.0%
TOTAL COMM DEVELOP AREA							
	0.00	0.00	-126.50	-15.03	0.00	126.50	100.0%
TOTAL REVENUES							
	-55,624.00	-55,624.00	-126.50	-15.03	0.00	-55,497.50	
TOTAL EXPENSES							
	55,624.00	55,624.00	0.00	0.00	0.00	55,624.00	
GRAND TOTAL							
	0.00	0.00	-126.50	-15.03	0.00	126.50	100.0%

** END OF REPORT - Generated by Christina Poston **



07/08/2020 10:02
cposton

City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

P
glytdbud 1

FOR 2020 09

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
190 LAW ENFORCE RECOVERY							
190 34210		FEDERAL LAW ENFORCEMENT SUPP					
	-123,726.00	-123,726.00	-82,484.00	-10,310.50	0.00	-41,242.00	66.7%*
190 36110		INTEREST					
	0.00	0.00	-270.79	-20.37	0.00	270.79	100.0%
190 36992		GAIN ON SALE OF ASSET					
	0.00	0.00	-1,675.00	0.00	0.00	1,675.00	100.0%
190 38910		CASH BALANCE FORWARD					
	-97,023.00	-97,023.00	0.00	0.00	0.00	-97,023.00	.0%*
190 53400		CONTRACTUAL					
	0.00	2,200.00	2,200.00	0.00	0.00	0.00	100.0%
190 54000		TRAINING/TRAVEL					
	11,500.00	6,900.00	2,698.20	0.00	0.00	4,201.80	39.1%
190 54921		UNDERCOVER					
	7,000.00	7,000.00	3,000.00	0.00	0.00	4,000.00	42.9%
190 55200		OPERATING SUPPLIES					
	30,000.00	30,000.00	29,096.54	3,536.71	0.00	903.46	97.0%
190 56400		MACH/EQUIP					
	109,000.00	113,600.00	108,217.41	1,843.36	0.00	5,382.59	95.3%
190 56401		EQUIP-NON CAPITAL					
	13,000.00	10,800.00	9,604.99	0.00	0.00	1,195.01	88.9%
190 59990		RESERVE					
	50,249.00	50,249.00	0.00	0.00	0.00	50,249.00	.0%
TOTAL LAW ENFORCE RECOVERY							
	0.00	0.00	70,387.35	-4,950.80	0.00	-70,387.35	100.0%
TOTAL REVENUES							
	-220,749.00	-220,749.00	-84,429.79	-10,330.87	0.00	-136,319.21	
TOTAL EXPENSES							
	220,749.00	220,749.00	154,817.14	5,380.07	0.00	65,931.86	
GRAND TOTAL							
	0.00	0.00	70,387.35	-4,950.80	0.00	-70,387.35	100.0%

** END OF REPORT - Generated by Christina Poston **



07/08/2020 10:49
cposton

City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

P
glytdbud 1

FOR 2020 09

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
220 BOND DEBT SERVICE							
220 36110		INTEREST					
	0.00	0.00	-399.03	0.00	0.00	399.03	100.0%
220 38101		FROM GENERAL FUND					
	-423,376.00	-423,376.00	-317,529.00	-35,281.00	0.00	-105,847.00	75.0%*
220 38910		CASH BALANCE FORWARD					
	-4,464.00	-4,464.00	0.00	0.00	0.00	-4,464.00	.0%*
220 57100		PRINCIPAL					
	404,000.00	404,000.00	404,000.00	0.00	0.00	0.00	100.0%
220 57200		INTEREST					
	19,376.00	19,376.00	19,375.60	0.00	0.00	0.40	100.0%
220 59990		RESERVE					
	4,464.00	4,464.00	0.00	0.00	0.00	4,464.00	.0%
TOTAL BOND DEBT SERVICE							
	0.00	0.00	105,447.57	-35,281.00	0.00	-105,447.57	100.0%
TOTAL REVENUES							
	-427,840.00	-427,840.00	-317,928.03	-35,281.00	0.00	-109,911.97	
TOTAL EXPENSES							
	427,840.00	427,840.00	423,375.60	0.00	0.00	4,464.40	
GRAND TOTAL							
	0.00	0.00	105,447.57	-35,281.00	0.00	-105,447.57	100.0%

** END OF REPORT - Generated by Christina Poston **



07/08/2020 10:50
cposton

City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

P
glytdbud 1

FOR 2020 09

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
230 UTILITY DEBT SERVICE							
230 36110		INTEREST					
	0.00	0.00	-5,836.11	-1,116.55	0.00	5,836.11	100.0%
230 38140		FROM WW IMPACT FEES					
	-500,000.00	-500,000.00	-375,003.00	-41,667.00	0.00	-124,997.00	75.0%*
230 38141		FROM WATER IMPACT FEES					
	-340,000.00	-340,000.00	-254,997.00	-28,333.00	0.00	-85,003.00	75.0%*
230 38145		FROM WASTEWATER					
	-418,629.00	-418,629.00	-313,974.00	-34,886.00	0.00	-104,655.00	75.0%*
230 38146		FROM WATER					
	-1,495,471.00	-1,495,471.00	-1,121,607.00	-124,623.00	0.00	-373,864.00	75.0%*
230 38910		CASH BALANCE FORWARD					
	-274,000.00	-274,000.00	0.00	0.00	0.00	-274,000.00	.0%*
230 57100		PRINCIPAL					
	1,575,000.00	1,575,000.00	0.00	0.00	0.00	1,575,000.00	.0%
230 57200		INTEREST					
	1,179,100.00	1,179,100.00	589,576.38	0.00	0.00	589,523.62	50.0%
230 59990		RESERVE					
	274,000.00	274,000.00	0.00	0.00	0.00	274,000.00	.0%
TOTAL UTILITY DEBT SERVICE							
	0.00	0.00	-1,481,840.73	-230,625.55	0.00	1,481,840.73	100.0%
TOTAL REVENUES							
	-3,028,100.00	-3,028,100.00	-2,071,417.11	-230,625.55	0.00	-956,682.89	
TOTAL EXPENSES							
	3,028,100.00	3,028,100.00	589,576.38	0.00	0.00	2,438,523.62	
GRAND TOTAL							
	0.00	0.00	-1,481,840.73	-230,625.55	0.00	1,481,840.73	100.0%

** END OF REPORT - Generated by Christina Poston **



07/08/2020 10:51
cposton

City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

P
glytdbud 1

FOR 2020 09

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
300 CAPITAL IMPROVEMENT							
300 33324		USACE REFUND					
	0.00	0.00	-224,354.46	0.00	0.00	224,354.46	100.0%
300 33400		STATE GRANT					
	-64,900.00	-64,900.00	-434,722.12	0.00	0.00	369,822.12	669.8%
300 33544		8TH CENT GAS TAX					
	-125,000.00	-125,000.00	-79,470.42	-5,347.01	0.00	-45,529.58	63.6%*
300 33710		COUNTY GRANT					
	-35,100.00	-35,100.00	-107,835.00	0.00	0.00	72,735.00	307.2%
300 36110		INTEREST					
	-12,000.00	-12,000.00	-4,512.85	0.00	0.00	-7,487.15	37.6%*
300 38101		FROM GENERAL FUND					
	-1,445,000.00	-1,445,000.00	-1,083,753.00	-120,417.00	0.00	-361,247.00	75.0%*
300 38152		FROM UB					
	-10,700.00	-10,700.00	-8,025.03	-891.67	0.00	-2,674.97	75.0%*
300 38410		LOAN PROCEEDS					
	-525,000.00	-525,000.00	0.00	0.00	0.00	-525,000.00	.0%*
300 38910		CASH BALANCE FORWARD					
	-374,437.00	-374,437.00	0.00	0.00	0.00	-374,437.00	.0%*
TOTAL CAPITAL IMPROVEMENT							
	-2,592,137.00	-2,592,137.00	-1,942,672.88	-126,655.68	0.00	-649,464.12	74.9%
TOTAL REVENUES							
	-2,592,137.00	-2,592,137.00	-1,942,672.88	-126,655.68	0.00	-649,464.12	
GRAND TOTAL							
	-2,592,137.00	-2,592,137.00	-1,942,672.88	-126,655.68	0.00	-649,464.12	74.9%

** END OF REPORT - Generated by Christina Poston **



07/08/2020 10:52
cposton

City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

P
glytdbud 1

FOR 2020 09

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
3001000 GENERAL GOVERNMENT							
3001000 57100	PRINCIPAL						
	685,090.00	685,090.00	233,609.72	0.00	0.00	451,480.28	34.1%
3001000 57200	INTEREST						
	16,301.00	16,301.00	9,820.43	0.00	0.00	6,480.57	60.2%
3001000 57310	BOND EXPENSE						
	700.00	700.00	630.00	0.00	0.00	70.00	90.0%
3001000 59990	RESERVE						
	4,546.00	4,546.00	0.00	0.00	0.00	4,546.00	.0%
TOTAL GENERAL GOVERNMENT	706,637.00	706,637.00	244,060.15	0.00	0.00	462,576.85	34.5%
TOTAL EXPENSES	706,637.00	706,637.00	244,060.15	0.00	0.00	462,576.85	
3001310 CAP IMP IT							
3001310 56400	EQUIPMENT						
	125,000.00	125,000.00	94,444.33	0.00	14,281.68	16,273.99	87.0%
TOTAL CAP IMP IT	125,000.00	125,000.00	94,444.33	0.00	14,281.68	16,273.99	87.0%
TOTAL EXPENSES	125,000.00	125,000.00	94,444.33	0.00	14,281.68	16,273.99	
3002100 CAP IMP POLICE							
3002100 56400	EQUIPMENT						
	55,000.00	55,000.00	3,798.03	46.70	38,665.33	12,536.64	77.2%
TOTAL CAP IMP POLICE	55,000.00	55,000.00	3,798.03	46.70	38,665.33	12,536.64	77.2%
TOTAL EXPENSES	55,000.00	55,000.00	3,798.03	46.70	38,665.33	12,536.64	
3002200 CAP IMP FIRE							
3002200 56400	MACH/EQUIP						
	525,000.00	525,000.00	288,577.41	0.00	231,522.59	4,900.00	99.1%

07/08/2020 10:52
cpostonCity of Fernandina Beach
YEAR-TO-DATE BUDGET REPORTP
glytdbud 2

FOR 2020 09

3002200 CAP IMP FIRE	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
TOTAL CAP IMP FIRE	525,000.00	525,000.00	288,577.41	0.00	231,522.59	4,900.00	99.1%
TOTAL EXPENSES	525,000.00	525,000.00	288,577.41	0.00	231,522.59	4,900.00	
3004100 CAP IMP STREETS							
3004100 56311	117,000.00	SIDEWALKS-GENL/MISC 115,185.00	108,224.14	5,133.86	458.85	6,502.01	94.4%
3004100 56312	37,000.00	STREET STRIPING 37,000.00	36,782.05	0.00	0.00	217.95	99.4%
3004100 56320	462,500.00	STREET PAVNG/RESURFACING-CAPIT 464,315.00	462,126.90	4,873.68	0.00	2,188.10	99.5%
3004100 56500	250,000.00	INFRASTRUCTURE 250,000.00	0.00	0.00	0.00	250,000.00	.0%
TOTAL CAP IMP STREETS	866,500.00	866,500.00	607,133.09	10,007.54	458.85	258,908.06	70.1%
TOTAL EXPENSES	866,500.00	866,500.00	607,133.09	10,007.54	458.85	258,908.06	
3007200 CAP IMP REC							
3007200 56327	65,000.00	BEACH MONITORING/REPORTING 65,000.00	0.00	0.00	0.00	65,000.00	.0%
3007200 56331	35,000.00	BEACH RENOUR / ENGINEERING 35,000.00	3,998.00	0.00	26,002.00	5,000.00	85.7%
3007200 56365	0.00	DOWNTOWN WATERFRONT PARKS 0.00	2,375.00	0.00	0.00	-2,375.00	100.0%*
TOTAL CAP IMP REC	100,000.00	100,000.00	6,373.00	0.00	26,002.00	67,625.00	32.4%
TOTAL EXPENSES	100,000.00	100,000.00	6,373.00	0.00	26,002.00	67,625.00	
3007210 PARKS IMPROVEMENTS							
3007210 56300	84,000.00	IMPROVEMENTS 83,670.00	8,168.02	7,918.02	15,000.00	60,501.98	27.7%



FOR 2020 09							
3007210	PARKS IMPROVEMENTS						
	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
TOTAL PARKS IMPROVEMENTS							
	84,000.00	83,670.00	8,168.02	7,918.02	15,000.00	60,501.98	27.7%
TOTAL EXPENSES							
	84,000.00	83,670.00	8,168.02	7,918.02	15,000.00	60,501.98	
3007220 CAP IMP PECK							
3007220 56300 IMPROVEMENTS							
	55,000.00	55,330.00	55,329.35	0.00	0.00	0.65	100.0%
TOTAL CAP IMP PECK							
	55,000.00	55,330.00	55,329.35	0.00	0.00	0.65	100.0%
TOTAL EXPENSES							
	55,000.00	55,330.00	55,329.35	0.00	0.00	0.65	
3007225 MLK CENTER							
3007225 56300 IMPROVEMENTS							
	75,000.00	75,000.00	29,542.62	626.66	0.00	45,457.38	39.4%
TOTAL MLK CENTER							
	75,000.00	75,000.00	29,542.62	626.66	0.00	45,457.38	39.4%
TOTAL EXPENSES							
	75,000.00	75,000.00	29,542.62	626.66	0.00	45,457.38	
GRAND TOTAL							
	2,592,137.00	2,592,137.00	1,337,426.00	18,598.92	325,930.45	928,780.55	64.2%

** END OF REPORT - Generated by Christina Poston **

Revenues	(\$1,942,673)
Expenses	<u>\$1,337,426</u>
Net	(\$ 605,247)



07/08/2020 10:53
cposton

City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

P
glytdbud 1

FOR 2020 09

ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
310 CAPITAL EXPANSION						
310 33400	STATE GRANT					
	0.00 -75,000.00	-74,991.50	0.00	0.00	-8.50	100.0%*
310 36110	INTEREST					
	-10,000.00 -10,000.00	-28,539.31	-2,633.07	0.00	18,539.31	285.4%
310 38410	LOAN PROCEEDS					
	-1,500,000.00 -1,500,000.00	0.00	0.00	0.00	-1,500,000.00	.0%*
TOTAL CAPITAL EXPANSION						
	-1,510,000.00 -1,585,000.00	-103,530.81	-2,633.07	0.00	-1,481,469.19	6.5%
TOTAL REVENUES						
	-1,510,000.00 -1,585,000.00	-103,530.81	-2,633.07	0.00	-1,481,469.19	
3101000 CAP EXP ADMIN						
3101000 32410	IMPACT FEES ADMIN					
	-221,500.00 -221,500.00	-77,752.70	-3,786.77	0.00	-143,747.30	35.1%*
3101000 38910	CASH BALANCE FORWARD					
	-798,766.00 -798,766.00	0.00	0.00	0.00	-798,766.00	.0%*
TOTAL CAP EXP ADMIN						
	-1,020,266.00 -1,020,266.00	-77,752.70	-3,786.77	0.00	-942,513.30	7.6%
TOTAL REVENUES						
	-1,020,266.00 -1,020,266.00	-77,752.70	-3,786.77	0.00	-942,513.30	
3102100 CAP EXP POLICE						
3102100 32421	IMPACT FEES POLICE					
	-132,000.00 -132,000.00	-46,335.68	-2,256.67	0.00	-85,664.32	35.1%*
3102100 38910	CASH BALANCE FORWARD					
	-208,431.00 -208,431.00	0.00	0.00	0.00	-208,431.00	.0%*
TOTAL CAP EXP POLICE						
	-340,431.00 -340,431.00	-46,335.68	-2,256.67	0.00	-294,095.32	13.6%
TOTAL REVENUES						
	-340,431.00 -340,431.00	-46,335.68	-2,256.67	0.00	-294,095.32	
3102200 CAP EXP FIRE						
3102200 32422	IMPACT FEES FIRE					



07/08/2020 10:53
cposton

City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

P
glytdbud 2

FOR 2020 09

3102200 CAP EXP FIRE	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
	-180,000.00	-180,000.00	-63,185.04	-3,077.28	0.00	-116,814.96	35.1%*
3102200 38910	CASH BALANCE FORWARD						
	-602,072.00	-602,072.00	0.00	0.00	0.00	-602,072.00	.0%*
TOTAL CAP EXP FIRE	-782,072.00	-782,072.00	-63,185.04	-3,077.28	0.00	-718,886.96	8.1%
TOTAL REVENUES	-782,072.00	-782,072.00	-63,185.04	-3,077.28	0.00	-718,886.96	
3107200 CAP EXP RECREATION							
3107200 32470	IMPACT FEES RECREATION						
	-1,442,500.00	-1,442,500.00	-334,997.55	-24,660.97	0.00	-1,107,502.45	23.2%*
3107200 38910	CASH BALANCE FORWARD						
	-2,595,960.00	-2,595,960.00	0.00	0.00	0.00	-2,595,960.00	.0%*
TOTAL CAP EXP RECREATION	-4,038,460.00	-4,038,460.00	-334,997.55	-24,660.97	0.00	-3,703,462.45	8.3%
TOTAL REVENUES	-4,038,460.00	-4,038,460.00	-334,997.55	-24,660.97	0.00	-3,703,462.45	
GRAND TOTAL	-7,691,229.00	-7,766,229.00	-625,801.78	-36,414.76	0.00	-7,140,427.22	8.1%

** END OF REPORT - Generated by Christina Poston **



07/08/2020 10:55
cposton

City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

P
glytdbud 1

FOR 2020 09

ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
3101000 CAP EXP ADMIN						
3101000 56200	BUILDING					
1,500,000.00	1,500,000.00	0.00	0.00	0.00	1,500,000.00	.0%
3101000 56368	MAIN STREET IMPROVEMENTS					
0.00	25,600.00	29,847.08	0.00	0.00	-4,247.08	116.6%*
3101000 56500	INFRASTRUCTURE					
50,500.00	50,500.00	19,010.06	0.00	0.00	31,489.94	37.6%
3101000 59990	RESERVE					
971,666.00	946,066.00	0.00	0.00	0.00	946,066.00	.0%
TOTAL CAP EXP ADMIN						
2,522,166.00	2,522,166.00	48,857.14	0.00	0.00	2,473,308.86	1.9%
TOTAL EXPENSES						
2,522,166.00	2,522,166.00	48,857.14	0.00	0.00	2,473,308.86	
3102100 CAP EXP POLICE						
3102100 59990	RESERVE					
340,927.00	340,927.00	0.00	0.00	0.00	340,927.00	.0%
TOTAL CAP EXP POLICE						
340,927.00	340,927.00	0.00	0.00	0.00	340,927.00	.0%
TOTAL EXPENSES						
340,927.00	340,927.00	0.00	0.00	0.00	340,927.00	
3102200 CAP EXP FIRE						
3102200 56200	BUILDING					
0.00	285,750.00	113,250.00	0.00	172,500.00	0.00	100.0%
3102200 56400	MACH/EQUIP					
182,044.00	42,044.00	0.00	0.00	15,645.36	26,398.64	37.2%
3102200 59990	RESERVE					
601,459.00	455,709.00	0.00	0.00	0.00	455,709.00	.0%
TOTAL CAP EXP FIRE						
783,503.00	783,503.00	113,250.00	0.00	188,145.36	482,107.64	38.5%
TOTAL EXPENSES						
783,503.00	783,503.00	113,250.00	0.00	188,145.36	482,107.64	



FOR 2020 09							
3107200 CAP EXP RECREATION	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
3107200 CAP EXP RECREATION							
3107200 56100	LAND						
	0.00	900,000.00	875.00	0.00	0.00	899,125.00	.1%
3107200 56200	BUILDING						
	655,000.00	655,000.00	266,445.26	29,694.00	38,595.00	349,959.74	46.6%
3107200 56300	IMPROVEMENTS						
	1,601,500.00	1,676,500.00	721,011.16	0.00	195.00	955,293.84	43.0%
3107200 56315	DUNE WALKOVERS						
	0.00	0.00	0.00	0.00	1,050.00	-1,050.00	100.0%*
3107200 56400	MACH/EQUIP						
	18,000.00	18,000.00	17,405.00	0.00	0.00	595.00	96.7%
3107200 56500	INFRASTRUCTURE						
	900,000.00	0.00	0.00	0.00	0.00	0.00	.0%
3107200 59990	RESERVE						
	870,133.00	870,133.00	0.00	0.00	0.00	870,133.00	.0%
TOTAL CAP EXP RECREATION							
	4,044,633.00	4,119,633.00	1,005,736.42	29,694.00	39,840.00	3,074,056.58	25.4%
TOTAL EXPENSES							
	4,044,633.00	4,119,633.00	1,005,736.42	29,694.00	39,840.00	3,074,056.58	
GRAND TOTAL							
	7,691,229.00	7,766,229.00	1,167,843.56	29,694.00	227,985.36	6,370,400.08	18.0%

** END OF REPORT - Generated by Christina Poston **

Revenues	(\$ 625,802)
Expenses	\$1,167,844
Net	\$ 542,042



07/08/2020 10:56
cposton

City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

P 1
glytdbud

FOR 2020 09

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
330 WASTEWATER IMPROVEMENT							
330 36110	INTEREST						
	0.00	0.00	-38,991.36	-5,343.72	0.00	38,991.36	100.0%
330 36120	UNREALIZED GAIN						
	0.00	0.00	-42.31	244.43	0.00	42.31	100.0%
330 38145	FROM WASTEWATER						
	-1,500,000.00	-1,500,000.00	-1,125,000.00	-125,000.00	0.00	-375,000.00	75.0%*
330 38910	CASH BALANCE FORWARD						
	-4,988,400.00	-4,988,400.00	0.00	0.00	0.00	-4,988,400.00	.0%*
330 59990	RESERVE						
	6,488,400.00	6,488,400.00	0.00	0.00	0.00	6,488,400.00	.0%
TOTAL WASTEWATER IMPROVEMENT							
	0.00	0.00	-1,164,033.67	-130,099.29	0.00	1,164,033.67	100.0%
TOTAL REVENUES							
	-6,488,400.00	-6,488,400.00	-1,164,033.67	-130,099.29	0.00	-5,324,366.33	
TOTAL EXPENSES							
	6,488,400.00	6,488,400.00	0.00	0.00	0.00	6,488,400.00	
GRAND TOTAL							
	0.00	0.00	-1,164,033.67	-130,099.29	0.00	1,164,033.67	100.0%

** END OF REPORT - Generated by Christina Poston **

07/10/2020 10:52
cpostonCity of Fernandina Beach
YEAR-TO-DATE BUDGET REPORTP
glytdbud 1

FOR 2020 09

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
410 GOLF							
410 33120		FEMA GRANT					
	0.00	0.00	-707.88	0.00	0.00	707.88	100.0%
410 34710		GREEN FEES					
	-283,185.00	-283,185.00	-253,887.37	-38,601.39	0.00	-29,297.63	89.7%*
410 34713		GOLF CARTS					
	-456,931.00	-456,931.00	-238,683.60	-31,523.78	0.00	-218,247.40	52.2%*
410 34714		RANGE FEES					
	-45,370.00	-45,370.00	-22,075.63	-585.47	0.00	-23,294.37	48.7%*
410 34715		PRO SHOP SALES					
	-74,352.00	-74,352.00	-40,771.52	-6,778.70	0.00	-33,580.48	54.8%*
410 34716		SNACK BAR SALES					
	-327,822.00	-327,822.00	-194,880.62	-12,200.50	0.00	-132,941.38	59.4%*
410 34718		FACILITY RENTAL					
	-41,748.00	-41,748.00	-37,231.10	-24.91	0.00	-4,516.90	89.2%*
410 34719		SCHOOL OF GOLF					
	-3,600.00	-3,600.00	0.00	0.00	0.00	-3,600.00	.0%*
410 34733		MEMBERSHIPS	LY \$103,811.55				
	-134,642.00	-134,642.00	-104,117.06	-2,759.76	0.00	-30,524.94	77.3%*
410 36990		OTHER REVENUE					
	-22,292.00	-22,292.00	-21,018.20	-1,118.46	0.00	-1,273.80	94.3%*
410 36992		GAIN ON SALE OF ASSET					
	0.00	0.00	10,223.80	0.00	0.00	-10,223.80	100.0%*
410 38101		FROM GENERAL FUND					
	-220,000.00	-715,000.00	-660,006.00	-18,334.00	0.00	-54,994.00	92.3%*
410 38910		CASH BALANCE FORWARD					
	1,001,163.00	1,001,163.00	0.00	0.00	0.00	1,001,163.00	.0%
410 52350		OPEB COSTS					
	878.00	878.00	657.00	73.00	0.00	221.00	74.8%
410 53100		PROFESSIONAL SERVICES					
	0.00	2,723.00	2,999.73	277.22	0.00	-276.73	110.2%*
410 53200		AUDITING					
	6,795.00	6,795.00	5,094.00	566.00	0.00	1,701.00	75.0%
410 53400		CONTRACTUAL					
	648,744.00	648,744.00	465,270.57	49,259.76	0.00	183,473.43	71.7%
410 54000		TRAINING/TRAVEL					
	6,768.00	6,768.00	2,056.81	660.16	0.00	4,711.19	30.4%
410 54100		COMM - PHONE/FAX/ALARM					
	1,200.00	1,200.00	568.76	74.97	0.00	631.24	47.4%
410 54101		COMMUNICATIONS-CELLULAR					
	2,520.00	2,520.00	490.00	210.00	0.00	2,030.00	19.4%

07/10/2020 10:52
cpostonCity of Fernandina Beach
YEAR-TO-DATE BUDGET REPORTP
glytdbud 2

FOR 2020 09

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
410 54103		COMMUNICATIONS-INTERNET					
	7,900.00	7,900.00	2,159.37	180.00	0.00	5,740.63	27.3%
410 54200		POSTAGE					
	600.00	600.00	602.43	40.80	0.00	-2.43	100.4%*
410 54300		UTILITIES ELECTRIC					
	64,200.00	64,200.00	38,022.97	1,149.98	0.00	26,177.03	59.2%
410 54310		UTILITIES-WATER & WASTEWATER					
	9,050.00	9,050.00	10,410.31	743.12	0.00	-1,360.31	115.0%*
410 54400		RENTALS/LEASES					
	7,560.00	7,560.00	4,700.50	938.78	0.00	2,859.50	62.2%
410 54500		INSURANCE					
	71,400.00	71,400.00	62,775.74	5,950.00	0.00	8,624.26	87.9%
410 54610		R/M BLDG & GROUNDS					
	1,200.00	17,200.00	15,500.76	145.91	0.00	1,699.24	90.1%
410 54620		R/M EQUIPMENT					
	49,200.00	49,200.00	32,546.05	3,071.22	0.00	16,653.95	66.2%
410 54800		PROMOTIONAL					
	32,175.00	32,175.00	18,784.20	1,508.00	0.00	13,390.80	58.4%
410 54900		MISC EXPENSE					
	0.00	799.00	798.67	0.00	0.00	0.33	100.0%
410 55100		OFFICE SUPPLIES					
	1,956.00	1,956.00	1,007.79	216.18	0.00	948.21	51.5%
410 55200		OPERATING SUPPLIES					
	174,608.00	174,608.00	105,100.20	5,874.05	0.00	69,507.80	60.2%
410 55210		UNIFORMS					
	7,200.00	7,200.00	4,820.54	476.25	0.00	2,379.46	67.0%
410 55230		GAS/OIL					
	30,600.00	27,078.00	15,234.93	1,565.09	0.00	11,843.07	56.3%
410 55400		BOOKS/SUBS/DUES					
	7,900.00	7,900.00	4,322.25	696.00	0.00	3,577.75	54.7%
410 55545		PRO SHOP COST OF SALES					
	46,098.00	46,098.00	24,335.05	4,130.99	0.00	21,762.95	52.8%
410 55550		F&B COST OF SALES					
	141,537.00	141,537.00	89,556.26	6,452.25	0.00	51,980.74	63.3%
410 55555		F&B PERSONNEL COSTS					
	114,222.00	114,222.00	77,396.24	8,385.24	0.00	36,825.76	67.8%
410 56200		BUILDING					
	45,000.00	29,000.00	0.00	0.00	0.00	29,000.00	.0%
410 56300		IMPROVEMENTS					
	40,000.00	535,000.00	6,066.29	5,066.29	19,400.00	509,533.71	4.8%
410 56400		MACH/EQUIP					
	75,000.00	75,000.00	64,868.39	64,868.39	0.00	10,131.61	86.5%
410 57100		PRINCIPAL					
	175,722.00	175,722.00	0.00	0.00	0.00	175,722.00	.0%



FOR 2020 09

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
410 57200		INTEREST					
	7,301.00	7,301.00	2,681.89	109.10	0.00	4,619.11	36.7%
410 59990		RESERVE					
	-1,168,555.00	-1,168,555.00	0.00	0.00	0.00	-1,168,555.00	.0%*
TOTAL GOLF	0.00	0.00	-504,327.48	50,761.78	19,400.00	484,927.48	100.0%
	TOTAL REVENUES						
	-608,779.00	-1,103,779.00	-1,563,155.18	-111,926.97	0.00	459,376.18	
	TOTAL EXPENSES						
	608,779.00	1,103,779.00	1,058,827.70	162,688.75	19,400.00	25,551.30	
	GRAND TOTAL						
	0.00	0.00	-504,327.48	50,761.78	19,400.00	484,927.48	100.0%

** END OF REPORT - Generated by Christina Poston **

Golf	Budget		June YTD	
Pro Shop Sales	74,352.00		40,771.52	
Cost of Good Sold	<u>46,098.00</u>		<u>24,335.05</u>	
Profit/(Loss)	28,254.00	61.3%	16,436.47	67.5%
F&B Sales	327,822.00		194,880.62	
Cost of Good Sold	<u>255,759.00</u>		<u>166,952.50</u>	
Profit/(Loss)	72,063.00	28.2%	27,928.12	16.7%

07/08/2020 10:57
cpostonCity of Fernandina Beach
YEAR-TO-DATE BUDGET REPORTP
glytdbud 1

FOR 2020 09

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
420 AIRPORT							
420 33220		FAA GRANT					
	-2,143,000.00	-2,143,000.00	-146,345.00	-32,000.00	0.00	-1,996,655.00	6.8%*
420 33323		FDOT GRANT					
	-505,500.00	-505,500.00	-34,188.60	-17,404.98	0.00	-471,311.40	6.8%*
420 34704		RENTALS NON-TAXABLE					
	0.00	0.00	-680.00	0.00	0.00	680.00	100.0%
420 34720		RENTALS					
	0.00	0.00	-1,080.00	0.00	0.00	1,080.00	100.0%
420 34970		FUEL SALES					
	-24,800.00	-24,800.00	-17,967.76	-2,578.16	0.00	-6,832.24	72.5%*
420 34971		LEASE PAYMENTS-LAND LEASE					
	-69,797.00	-69,797.00	-69,080.36	-8,074.05	0.00	-716.64	99.0%*
420 34972		BUILDING LEASE					
	0.00	0.00	-4,333.30	-433.33	0.00	4,333.30	100.0%
420 34973		LAND LEASE- AMELIA RIVER					
	-205,960.00	-205,960.00	-160,609.92	-14,038.33	0.00	-45,350.08	78.0%*
420 34974		LAND LEASE PAYMENTS-NON TAXABL					
	-37,105.00	-37,105.00	-29,217.37	-3,163.86	0.00	-7,887.63	78.7%*
420 34975		RENT/LEASE PAYMENTS					
	-293,707.00	-293,707.00	-224,112.39	-22,264.03	0.00	-69,594.61	76.3%*
420 34976		8 FLAGS RENT (TAXABLE)					
	-67,017.00	-67,017.00	-36,635.20	-9,212.44	0.00	-30,381.80	54.7%*
420 34978		8 FLAGS RENT NON-TAXABLE					
	-50,266.00	-50,266.00	-48,762.01	-5,373.64	0.00	-1,503.99	97.0%*
420 34979		TRANSIENT REVENUE					
	0.00	0.00	-3,255.00	-450.00	0.00	3,255.00	100.0%
420 36110		INTEREST					
	0.00	0.00	-3,989.67	-523.11	0.00	3,989.67	100.0%
420 36990		OTHER REVENUE					
	-112,650.00	-112,650.00	-75,731.33	-1,927.50	0.00	-36,918.67	67.2%*
420 36991		AIRCRAFT PARKING REVENUE					
	-2,004.00	-2,004.00	-850.00	-850.00	0.00	-1,154.00	42.4%*
420 36992		GAIN ON SALE OF ASSET					
	0.00	0.00	7,930.14	7,930.14	0.00	-7,930.14	100.0%*
420 36995		LATE FEES					
	0.00	0.00	-1,288.61	0.00	0.00	1,288.61	100.0%
420 38910		CASH BALANCE FORWARD					
	-173,581.00	-173,581.00	0.00	0.00	0.00	-173,581.00	.0%*
420 51200		SALARIES					
	128,570.00	128,570.00	91,829.54	10,005.40	0.00	36,740.46	71.4%

07/08/2020 10:57
cpostonCity of Fernandina Beach
YEAR-TO-DATE BUDGET REPORTP
glytdbud 2

FOR 2020 09

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
420 51350		PART-TIME					
	15,809.00	15,809.00	0.00	0.00	0.00	15,809.00	.0%
420 52100		FICA					
	11,045.00	11,045.00	6,365.81	699.03	0.00	4,679.19	57.6%
420 52200		RETIREMENT					
	30,806.00	30,806.00	21,999.41	2,397.30	0.00	8,806.59	71.4%
420 52300		HEALTH INSUR					
	29,687.00	29,687.00	22,306.10	2,479.02	0.00	7,380.90	75.1%
420 52301		LIFE INSUR					
	713.00	713.00	551.78	61.57	0.00	161.22	77.4%
420 52350		OPEB COSTS					
	1,756.00	1,756.00	1,314.00	146.00	0.00	442.00	74.8%
420 52400		WORKERS' COMP					
	3,150.00	3,150.00	2,367.00	263.00	0.00	783.00	75.1%
420 53100		PROFESSIONAL SERVICES					
	25,000.00	25,000.00	12,750.00	0.00	3,500.00	8,750.00	65.0%
420 53200		AUDITING					
	6,795.00	6,795.00	5,094.00	566.00	0.00	1,701.00	75.0%
420 53400		CONTRACTUAL					
	54,790.00	54,790.00	26,808.42	1,246.41	0.00	27,981.58	48.9%
420 54000		TRAINING/TRAVEL					
	3,000.00	3,000.00	17.51	0.00	0.00	2,982.49	.6%
420 54100		COMM - PHONE/FAX/ALARM					
	2,203.00	2,203.00	1,252.01	80.01	0.00	950.99	56.8%
420 54101		COMMUNICATIONS-CELLULAR					
	2,000.00	2,000.00	999.88	103.85	0.00	1,000.12	50.0%
420 54103		COMMUNICATIONS-INTERNET					
	5,750.00	5,750.00	1,484.00	185.50	0.00	4,266.00	25.8%
420 54200		POSTAGE					
	100.00	100.00	36.30	36.30	0.00	63.70	36.3%
420 54300		UTILITIES ELECTRIC					
	42,000.00	40,600.00	25,504.23	4,520.12	0.00	15,095.77	62.8%
420 54310		UTILITIES-WATER & WASTEWATER					
	13,400.00	13,400.00	5,954.26	701.82	0.00	7,445.74	44.4%
420 54500		INSURANCE					
	42,349.00	42,349.00	31,761.00	3,529.00	0.00	10,588.00	75.0%
420 54610		R/M BLDG & GROUNDS					
	94,000.00	93,600.00	62,487.62	952.49	0.00	31,112.38	66.8%
420 54620		R/M EQUIPMENT					
	1,500.00	1,500.00	53.96	0.00	0.00	1,446.04	3.6%
420 54630		R/M VEHICLES-LABOR					
	4,600.00	6,000.00	4,802.50	22.50	0.00	1,197.50	80.0%
420 54640		R/M VEHICLES-PARTS					
	5,000.00	6,500.00	5,859.30	34.19	0.00	640.70	90.1%

07/08/2020 10:57
cpostonCity of Fernandina Beach
YEAR-TO-DATE BUDGET REPORTP
glytdbud 3

FOR 2020 09

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
420 54700		PRINTING					
	1,057.00	1,057.00	0.00	0.00	0.00	1,057.00	.0%
420 54800		PROMOTIONAL					
	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	.0%
420 54910		BILLING COSTS					
	7,300.00	7,300.00	5,472.00	608.00	0.00	1,828.00	75.0%
420 55100		OFFICE SUPPLIES					
	7,300.00	2,907.00	584.45	210.95	0.00	2,322.55	20.1%
420 55200		OPERATING SUPPLIES					
	2,285.00	2,285.00	395.94	104.08	0.00	1,889.06	17.3%
420 55210		UNIFORMS					
	400.00	400.00	24.00	0.00	0.00	376.00	6.0%
420 55230		GAS/OIL					
	5,000.00	6,500.00	3,904.83	255.65	0.00	2,595.17	60.1%
420 55400		BOOKS/SUBS/DUES					
	525.00	725.00	655.00	50.00	0.00	70.00	90.3%
420 56300		IMPROVEMENTS					
	2,860,250.00	2,965,585.00	261,289.40	23,747.72	787,187.72	1,917,107.88	35.4%
420 56400		MACH/EQUIP					
	30,000.00	30,200.00	30,172.62	0.00	0.00	27.38	99.9%
420 56401		EQUIP-NON CAPITAL					
	1,000.00	2,393.00	2,393.00	0.00	0.00	0.00	100.0%
420 57100		PRINCIPAL					
	79,000.00	79,000.00	0.00	0.00	0.00	79,000.00	.0%
420 57200		INTEREST					
	35,005.00	35,005.00	17,814.77	0.00	0.00	17,190.23	50.9%
420 59990		RESERVE					
	131,242.00	25,907.00	0.00	0.00	0.00	25,907.00	.0%
TOTAL AIRPORT	0.00	0.00	-195,891.74	-57,357.38	790,687.72	-594,795.98	100.0%
TOTAL REVENUES							
-3,685,387.00		-3,685,387.00	-850,196.38	-110,363.29	0.00	-2,835,190.62	
TOTAL EXPENSES							
3,685,387.00		3,685,387.00	654,304.64	53,005.91	790,687.72	2,240,394.64	
GRAND TOTAL							
0.00	0.00	-195,891.74	-57,357.38	790,687.72	-594,795.98	100.0%	

** END OF REPORT - Generated by Christina Poston **



07/08/2020 10:58
cposton

City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

P
glytdbud 1

FOR 2020 09

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
440 SANITATION							
			LY \$1,797,313.48				
440 34340		GARBAGE FEES					
	-2,520,960.00	-2,520,960.00	-1,969,103.18	-216,307.31	0.00	-551,856.82	78.1%*
440 36110		INTEREST					
	0.00	0.00	-1,493.84	-76.94	0.00	1,493.84	100.0%
440 36990		OTHER REVENUE					
	-19,000.00	-19,000.00	-18,119.99	-3,849.74	0.00	-880.01	95.4%*
440 38910		CASH BALANCE FORWARD					
	-102,008.00	-102,008.00	0.00	0.00	0.00	-102,008.00	.0%*
440 53200		AUDITING					
	6,795.00	6,795.00	5,094.00	566.00	0.00	1,701.00	75.0%
440 53400		CONTRACTUAL					
	125,000.00	123,500.00	28,111.31	8,567.25	0.00	95,388.69	22.8%
440 53440		SANITATION SERVICES EXPENSE					
	2,291,553.00	2,291,553.00	1,633,109.64	199,501.06	0.00	658,443.36	71.3%
440 53444		RECYCLING SERVICES					
	20,000.00	20,000.00	15,003.00	1,667.00	0.00	4,997.00	75.0%
440 54910		BILLING COSTS					
	92,000.00	92,000.00	69,003.00	7,667.00	0.00	22,997.00	75.0%
440 55200		OPERATING SUPPLIES					
	700.00	2,200.00	1,566.70	347.70	0.00	633.30	71.2%
440 55644		NON PROFIT KNB					
	5,000.00	5,000.00	250.45	0.00	0.00	4,749.55	5.0%
440 56401		NON CAP EQUIP					
	15,000.00	15,000.00	0.00	0.00	0.00	15,000.00	.0%
440 59100		TRANSFER TO GENERAL FUND					
	36,000.00	36,000.00	27,000.00	3,000.00	0.00	9,000.00	75.0%
440 59990		RESERVE					
	49,920.00	49,920.00	0.00	0.00	0.00	49,920.00	.0%
TOTAL SANITATION							
	0.00	0.00	-209,578.91	1,082.02	0.00	209,578.91	100.0%
TOTAL REVENUES							
	-2,641,968.00	-2,641,968.00	-1,988,717.01	-220,233.99	0.00	-653,250.99	
TOTAL EXPENSES							
	2,641,968.00	2,641,968.00	1,779,138.10	221,316.01	0.00	862,829.90	
GRAND TOTAL							
	0.00	0.00	-209,578.91	1,082.02	0.00	209,578.91	100.0%

** END OF REPORT - Generated by Christina Poston **

07/08/2020 10:59
cpostonCity of Fernandina Beach
YEAR-TO-DATE BUDGET REPORTP
glytdbud 1

FOR 2020 09

ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
450 WASTEWATER		LY \$4,309,916.04				
450 34345	WASTEWATER CHARGES					
-6,005,917.00	-6,005,917.00	-4,486,285.34	-519,646.02	0.00	-1,519,631.66	74.7%*
450 34530	SEPTIC DUMPING					
-35,000.00	-35,000.00	-41,924.60	-10,423.80	0.00	6,924.60	119.8%
450 34535	WASTEWATER TAP FEES					
-31,250.00	-31,250.00	-25,500.00	0.00	0.00	-5,750.00	81.6%*
450 34910	WASTEWATER MISCELLANEOUS FEES					
-5,000.00	-5,000.00	-41,507.15	0.00	0.00	36,507.15	830.1%
450 36110	INTEREST					
-90,000.00	-90,000.00	-96,085.21	-9,567.00	0.00	6,085.21	106.8%
450 36120	UNREALIZED GAIN					
0.00	0.00	-42.31	244.43	0.00	42.31	100.0%
450 36992	GAIN ON SALE OF ASSET					
0.00	0.00	-602.50	0.00	0.00	602.50	100.0%
450 38910	CASH BALANCE FORWARD					
-6,017,119.00	-6,017,119.00	0.00	0.00	0.00	-6,017,119.00	.0%*
450 51200	SALARIES					
568,299.00	568,299.00	395,286.41	43,194.54	0.00	173,012.59	69.6%
450 51350	PART-TIME					
31,948.00	31,948.00	13,595.19	1,506.75	0.00	18,352.81	42.6%
450 51400	OVERTIME					
100,000.00	100,000.00	93,634.94	9,722.44	0.00	6,365.06	93.6%
450 52100	FICA					
53,569.00	53,569.00	35,930.41	3,921.22	0.00	17,638.59	67.1%
450 52200	RETIREMENT					
139,656.00	139,656.00	114,415.74	12,442.59	0.00	25,240.26	81.9%
450 52300	HEALTH INSUR					
168,423.00	168,423.00	124,319.01	13,598.84	0.00	44,103.99	73.8%
450 52301	LIFE INSUR					
3,158.00	3,158.00	2,436.92	279.35	0.00	721.08	77.2%
450 52350	OPEB COSTS					
15,361.00	15,361.00	11,520.00	1,280.00	0.00	3,841.00	75.0%
450 52400	WORKERS' COMP					
20,189.00	20,189.00	15,138.00	1,682.00	0.00	5,051.00	75.0%
450 53200	AUDITING					
14,345.00	14,345.00	10,755.00	1,195.00	0.00	3,590.00	75.0%
450 53400	CONTRACTUAL					
251,098.00	251,098.00	123,911.73	13,864.02	0.00	127,186.27	49.3%
450 54000	TRAINING/TRAVEL					
16,375.00	14,375.00	4,225.00	0.00	0.00	10,150.00	29.4%

07/08/2020 10:59
cpostonCity of Fernandina Beach
YEAR-TO-DATE BUDGET REPORTP
glytdbud 2

FOR 2020 09

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
450 54100		COMM - PHONE/FAX/ALARM					
	3,555.00	3,555.00	556.09	35.64	0.00	2,998.91	15.6%
450 54101		COMMUNICATIONS-CELLULAR					
	2,400.00	2,400.00	1,882.18	213.90	0.00	517.82	78.4%
450 54103		COMMUNICATIONS-INTERNET					
	1,635.00	3,635.00	2,501.91	292.25	0.00	1,133.09	68.8%
450 54200		POSTAGE					
	3,000.00	3,000.00	410.07	68.81	0.00	2,589.93	13.7%
450 54300		UTILITIES ELECTRIC					
	190,000.00	190,000.00	121,115.10	14,107.01	0.00	68,884.90	63.7%
450 54310		UTILITIES-WATER & WASTEWATER					
	31,287.00	31,287.00	17,424.35	2,026.66	0.00	13,862.65	55.7%
450 54320		UTILITIES-PROPANE/OTHER					
	7,800.00	7,800.00	0.00	0.00	0.00	7,800.00	.0%
450 54500		INSURANCE					
	71,388.00	71,388.00	53,541.00	5,949.00	0.00	17,847.00	75.0%
450 54610		R/M BLDG & GROUNDS					
	20,000.00	20,000.00	8,083.94	3,291.21	0.00	11,916.06	40.4%
450 54620		R/M EQUIPMENT					
	110,000.00	110,000.00	56,609.96	2,531.63	0.00	53,390.04	51.5%
450 54630		R/M VEHICLES-LABOR					
	27,000.00	27,000.00	17,189.00	1,477.50	0.00	9,811.00	63.7%
450 54640		R/M VEHICLES-PARTS					
	40,000.00	40,000.00	32,427.14	780.13	0.00	7,572.86	81.1%
450 54910		BILLING COSTS					
	200,000.00	200,000.00	150,003.00	16,667.00	0.00	49,997.00	75.0%
450 54920		UTILITY ADMIN COSTS					
	225,000.00	225,000.00	168,750.00	18,750.00	0.00	56,250.00	75.0%
450 55100		OFFICE SUPPLIES					
	1,100.00	1,100.00	319.99	0.00	0.00	780.01	29.1%
450 55200		OPERATING SUPPLIES					
	198,120.00	198,120.00	69,052.22	14,823.66	0.00	129,067.78	34.9%
450 55210		UNIFORMS					
	10,525.00	10,525.00	4,092.83	0.00	0.00	6,432.17	38.9%
450 55220		JANITORIAL SUPPLIES					
	1,500.00	2,100.00	1,833.62	895.89	0.00	266.38	87.3%
450 55230		GAS/OIL					
	30,000.00	29,400.00	16,580.26	2,072.79	0.00	12,819.74	56.4%
450 55240		CHEMICALS					
	70,000.00	70,000.00	39,835.40	1,983.44	0.00	30,164.60	56.9%
450 55300		ROAD MATERIALS					
	8,000.00	8,000.00	4,401.49	0.00	0.00	3,598.51	55.0%
450 55400		BOOKS/SUBS/DUES					
	1,900.00	1,900.00	504.25	0.00	0.00	1,395.75	26.5%



07/08/2020 10:59
cposton

City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

P
glytdbud 3

FOR 2020 09

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
450 56300		IMPROVEMENTS					
	940,000.00	940,000.00	226,691.75	0.00	64,436.00	648,872.25	31.0%
450 56400		MACH/EQUIP					
	160,000.00	160,000.00	15,506.89	0.00	0.00	144,493.11	9.7%
450 56401		EQUIP-NON CAPITAL					
	23,500.00	23,500.00	2,221.00	0.00	0.00	21,279.00	9.5%
450 59100		TRANSFER TO GENERAL FUND					
	360,000.00	360,000.00	270,000.00	30,000.00	0.00	90,000.00	75.0%
450 59230		TRANSFER TO UTIL ACQ DS					
	418,629.00	418,629.00	313,974.00	34,886.00	0.00	104,655.00	75.0%
450 59330		TRANSFER TO WW CAPITAL					
	1,500,000.00	1,500,000.00	1,125,000.00	125,000.00	0.00	375,000.00	75.0%
450 59460		TRANSFER TO WATER FUND					
	600,000.00	600,000.00	450,000.00	50,000.00	0.00	150,000.00	75.0%
450 59990		RESERVE					
	5,545,526.00	5,545,526.00	0.00	0.00	0.00	5,545,526.00	.0%
TOTAL WASTEWATER	0.00	0.00	-576,271.32	-110,853.12	64,436.00	511,835.32	100.0%
TOTAL REVENUES	-12,184,286.00	-12,184,286.00	-4,691,947.11	-539,392.39	0.00	-7,492,338.89	
TOTAL EXPENSES	12,184,286.00	12,184,286.00	4,115,675.79	428,539.27	64,436.00	8,004,174.21	
GRAND TOTAL	0.00	0.00	-576,271.32	-110,853.12	64,436.00	511,835.32	100.0%

** END OF REPORT - Generated by Christina Poston **

07/08/2020 11:00
cpostonCity of Fernandina Beach
YEAR-TO-DATE BUDGET REPORTP
glytdbud 1

FOR 2020 09

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
460 WATER							
			LY \$3,058,965.41				
460 34346		WATER CHARGES					
	-4,233,544.00	-4,233,544.00	-3,145,134.09	-372,817.76	0.00	-1,088,409.91	74.3%*
460 34610		WATER TAP CHARGES					
	-53,560.00	-53,560.00	-27,500.00	-500.00	0.00	-26,060.00	51.3%*
460 34620		WATER METER INSTALLATION FEES					
	-37,801.00	-37,801.00	-11,355.39	-568.44	0.00	-26,445.61	30.0%*
460 34621		WATER NONPAY RECONNECT FEE					
	-30,000.00	-30,000.00	-35,941.35	0.00	0.00	5,941.35	119.8%
460 34910		MISCELLANEOUS FEES					
	-10,712.00	-10,712.00	-5,892.88	19.08	0.00	-4,819.12	55.0%*
460 36110		INTEREST					
	-79,745.00	-79,745.00	-37,299.79	-4,222.67	0.00	-42,445.21	46.8%*
460 36120		UNREALIZED GAIN					
	0.00	0.00	-43.66	251.84	0.00	43.66	100.0%
460 36323		EXTENSION CHARGES					
	-24,720.00	-24,720.00	-5,375.00	0.00	0.00	-19,345.00	21.7%*
460 36992		GAIN ON SALE OF ASSET					
	0.00	0.00	-896.50	0.00	0.00	896.50	100.0%
460 36995		LATE FEES					
	-16,322.00	-16,322.00	-11,802.22	0.00	0.00	-4,519.78	72.3%*
460 38145		FROM WASTEWATER					
	-600,000.00	-600,000.00	-450,000.00	-50,000.00	0.00	-150,000.00	75.0%*
460 38910		CASH BALANCE FORWARD					
	-5,182,226.00	-5,182,226.00	0.00	0.00	0.00	-5,182,226.00	.0%*
460 38912		RESERVE - R & R FUND					
	-200,000.00	-200,000.00	0.00	0.00	0.00	-200,000.00	.0%*
460 51200		SALARIES					
	509,731.00	509,731.00	323,457.51	37,006.42	0.00	186,273.49	63.5%
460 51350		PART-TIME					
	0.00	1,106.00	1,105.08	234.78	0.00	0.92	99.9%
460 51400		OVERTIME					
	105,000.00	105,000.00	90,906.56	8,029.25	0.00	14,093.44	86.6%
460 52100		FICA					
	47,027.00	47,027.00	30,462.94	3,311.64	0.00	16,564.06	64.8%
460 52200		RETIREMENT					
	122,316.00	122,316.00	93,843.50	10,010.44	0.00	28,472.50	76.7%
460 52300		HEALTH INSUR					
	134,776.00	134,776.00	90,035.86	10,786.78	0.00	44,740.14	66.8%
460 52301		LIFE INSUR					
	2,744.00	2,744.00	1,872.06	223.13	0.00	871.94	68.2%

07/08/2020 11:00
cpostonCity of Fernandina Beach
YEAR-TO-DATE BUDGET REPORTP
glytdbud 2

FOR 2020 09

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
460 52350		OPEB COSTS					
	14,483.00	14,483.00	10,863.00	1,207.00	0.00	3,620.00	75.0%
460 52400		WORKERS' COMP					
	23,942.00	23,942.00	17,955.00	1,995.00	0.00	5,987.00	75.0%
460 53100		PROFESSIONAL SERVICES					
	0.00	0.00	-30.45	0.00	0.00	30.45	100.0%
460 53200		AUDITING					
	9,815.00	9,815.00	7,362.00	818.00	0.00	2,453.00	75.0%
460 53400		CONTRACTUAL					
	149,980.00	149,980.00	82,348.49	7,876.85	0.00	67,631.51	54.9%
460 54000		TRAINING/TRAVEL					
	12,120.00	11,014.00	3,079.45	470.00	0.00	7,934.55	28.0%
460 54100		COMM - PHONE/FAX/ALARM					
	2,115.00	2,115.00	724.00	47.95	0.00	1,391.00	34.2%
460 54101		COMMUNICATIONS-CELLULAR					
	5,000.00	5,000.00	2,939.35	303.46	0.00	2,060.65	58.8%
460 54103		COMMUNICATIONS-INTERNET					
	5,250.00	5,250.00	2,188.86	275.41	0.00	3,061.14	41.7%
460 54200		POSTAGE					
	1,825.00	1,825.00	242.62	0.00	0.00	1,582.38	13.3%
460 54300		UTILITIES ELECTRIC					
	275,000.00	275,000.00	156,291.63	32,236.67	0.00	118,708.37	56.8%
460 54310		UTILITIES-WATER & WASTEWATER					
	1,000.00	1,000.00	526.35	70.18	0.00	473.65	52.6%
460 54320		UTILITIES-PROPANE/OTHER					
	6,000.00	6,000.00	0.00	0.00	0.00	6,000.00	.0%
460 54440		LAND RENT					
	25,000.00	25,000.00	12,922.67	1,534.39	0.00	12,077.33	51.7%
460 54500		INSURANCE					
	30,315.00	30,315.00	22,734.00	2,526.00	0.00	7,581.00	75.0%
460 54610		R/M BLDG & GROUNDS					
	3,000.00	3,000.00	1,789.77	109.86	0.00	1,210.23	59.7%
460 54620		R/M EQUIPMENT					
	230,000.00	230,000.00	18,620.85	3,313.72	0.00	211,379.15	8.1%
460 54630		R/M VEHICLES-LABOR					
	14,000.00	14,000.00	11,073.65	3,803.40	0.00	2,926.35	79.1%
460 54640		R/M VEHICLES-PARTS					
	20,000.00	19,885.00	16,460.84	7,007.54	0.00	3,424.16	82.8%
460 54800		PROMOTIONAL					
	10,000.00	10,000.00	2,500.00	0.00	0.00	7,500.00	25.0%
460 54910		BILLING COSTS					
	200,000.00	200,000.00	150,003.00	16,667.00	0.00	49,997.00	75.0%
460 54920		UTILITY ADMIN COSTS					
	225,000.00	225,000.00	168,750.00	18,750.00	0.00	56,250.00	75.0%

07/08/2020 11:00
cpostonCity of Fernandina Beach
YEAR-TO-DATE BUDGET REPORTP
glytdbud 3

FOR 2020 09

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
460 55100		OFFICE SUPPLIES					
	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	.0%
460 55200		OPERATING SUPPLIES					
	161,420.00	161,420.00	96,128.82	3,356.88	19,259.50	46,031.68	71.5%
460 55210		UNIFORMS					
	9,900.00	9,900.00	5,639.08	479.99	0.00	4,260.92	57.0%
460 55220		JANITORIAL SUPPLIES					
	450.00	450.00	385.11	0.00	0.00	64.89	85.6%
460 55230		GAS/OIL					
	35,000.00	35,000.00	21,691.14	2,493.57	0.00	13,308.86	62.0%
460 55240		CHEMICALS					
	25,000.00	25,000.00	10,569.00	5,290.00	0.00	14,431.00	42.3%
460 55300		ROAD MATERIALS					
	8,000.00	8,000.00	4,903.71	0.00	0.00	3,096.29	61.3%
460 55400		BOOKS/SUBS/DUES					
	6,140.00	6,140.00	1,810.45	54.95	0.00	4,329.55	29.5%
460 56300		IMPROVEMENTS					
	1,370,000.00	1,370,000.00	1,265,771.99	64,091.56	88,222.00	16,006.01	98.8%
460 56400		MACH/EQUIP					
	37,000.00	40,103.00	40,102.85	0.00	0.00	0.15	100.0%
460 56401		EQUIP-NON CAPITAL					
	25,000.00	22,012.00	5,986.61	0.00	0.00	16,025.39	27.2%
460 59100		TRANSFER TO GENERAL FUND					
	180,000.00	180,000.00	135,000.00	15,000.00	0.00	45,000.00	75.0%
460 59230		TRANSFER TO UTIL ACQ DS					
	1,495,471.00	1,495,471.00	1,121,607.00	124,623.00	0.00	373,864.00	75.0%
460 59910		CONTINGENCY R & R					
	200,000.00	200,000.00	0.00	0.00	0.00	200,000.00	.0%
460 59990		RESERVE					
	4,728,810.00	4,728,810.00	0.00	0.00	0.00	4,728,810.00	.0%
TOTAL WATER	0.00	0.00	299,383.47	-43,833.13	107,481.50	-406,864.97	100.0%
TOTAL REVENUES							
	-10,468,630.00	-10,468,630.00	-3,731,240.88	-427,837.95	0.00	-6,737,389.12	
TOTAL EXPENSES							
	10,468,630.00	10,468,630.00	4,030,624.35	384,004.82	107,481.50	6,330,524.15	
GRAND TOTAL	0.00	0.00	299,383.47	-43,833.13	107,481.50	-406,864.97	100.0%

** END OF REPORT - Generated by Christina Poston **

07/08/2020 11:01
cpostonCity of Fernandina Beach
YEAR-TO-DATE BUDGET REPORTP
glytdbud 1

FOR 2020 09

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
470 STORMWATER							
470 33120		FEMA FED GRANT					
	-383,803.00	-383,803.00	0.00	0.00	0.00	-383,803.00	.0%*
470 33400		STATE GRANT					
	-231,197.00	-231,197.00	-170,820.57	-11,788.00	0.00	-60,376.43	73.9%*
470 33700		SJRWMD GRANT					
	-412,945.00	-412,945.00	-412,945.00	-88,109.12	0.00	0.00	100.0%
470 34347		WATER DRAINAGE FEES					
	-825,000.00	-825,000.00	-660,170.85	-73,427.55	0.00	-164,829.15	80.0%*
470 34910		MISCELLANEOUS FEES					
	0.00	0.00	-3,779.95	LY \$644,540.65 0.00	0.00	3,779.95	100.0%
470 36110		INTEREST					
	0.00	0.00	-214.60	0.00	0.00	214.60	100.0%
470 36992		GAIN ON SALE OF ASSET					
	0.00	0.00	94,026.87	0.00	0.00	-94,026.87	100.0%*
470 38410		LOAN PROCEEDS					
	-235,000.00	-235,000.00	-228,508.00	0.00	0.00	-6,492.00	97.2%*
470 38910		CASH BALANCE FORWARD					
	-365,173.00	-365,173.00	0.00	0.00	0.00	-365,173.00	.0%*
470 51200		SALARIES					
	284,591.00	284,591.00	194,820.15	19,287.42	0.00	89,770.85	68.5%
470 51400		OVERTIME					
	13,000.00	13,000.00	3,370.15	972.30	0.00	9,629.85	25.9%
470 52100		FICA					
	22,766.00	22,766.00	14,165.92	1,449.32	0.00	8,600.08	62.2%
470 52200		RETIREMENT					
	68,188.00	68,188.00	47,430.78	4,854.23	0.00	20,757.22	69.6%
470 52300		HEALTH INSUR					
	72,481.00	72,481.00	51,255.27	4,478.40	0.00	21,225.73	70.7%
470 52301		LIFE INSUR					
	1,576.00	1,576.00	1,136.48	90.11	0.00	439.52	72.1%
470 52350		OPEB COSTS					
	2,194.00	2,194.00	1,647.00	183.00	0.00	547.00	75.1%
470 52400		WORKERS' COMP					
	15,468.00	15,468.00	11,601.00	1,289.00	0.00	3,867.00	75.0%
470 53100		PROFESSIONAL SERVICES					
	75,000.00	75,000.00	8,645.13	100.00	0.00	66,354.87	11.5%
470 53200		AUDITING					
	6,040.00	6,040.00	4,527.00	503.00	0.00	1,513.00	75.0%
470 53400		CONTRACTUAL					
	209,238.00	209,238.00	60,988.78	23,441.91	0.00	148,249.22	29.1%

07/08/2020 11:01
cpostonCity of Fernandina Beach
YEAR-TO-DATE BUDGET REPORTP
glytdbud 2

FOR 2020 09

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
470 54000		TRAINING/TRAVEL					
	6,583.00	5,983.00	2,630.82	1,036.01	0.00	3,352.18	44.0%
470 54100		COMM - PHONE/FAX/ALARM					
	216.00	216.00	0.00	0.00	0.00	216.00	.0%
470 54101		COMMUNICATIONS-CELLULAR					
	2,500.00	2,500.00	1,815.58	201.12	0.00	684.42	72.6%
470 54103		COMMUNICATIONS-INTERNET					
	1,635.00	1,635.00	547.98	62.76	0.00	1,087.02	33.5%
470 54200		POSTAGE					
	50.00	50.00	0.00	0.00	0.00	50.00	.0%
470 54300		UTILITIES ELECTRIC					
	3,600.00	4,600.00	2,929.00	731.03	0.00	1,671.00	63.7%
470 54310		UTILITIES-WATER & WASTEWATER					
	600.00	1,100.00	668.96	140.82	0.00	431.04	60.8%
470 54500		INSURANCE					
	847.00	847.00	639.00	71.00	0.00	208.00	75.4%
470 54610		R/M BLDG & GROUNDS					
	2,500.00	2,500.00	1,836.66	0.00	0.00	663.34	73.5%
470 54620		R/M EQUIPMENT					
	5,000.00	5,000.00	835.80	0.00	0.00	4,164.20	16.7%
470 54630		R/M VEHICLES-LABOR					
	8,500.00	8,500.00	5,358.25	1,162.50	0.00	3,141.75	63.0%
470 54640		R/M VEHICLES-PARTS					
	12,000.00	12,000.00	9,123.99	1,755.21	0.00	2,876.01	76.0%
470 54700		PRINTING					
	500.00	500.00	72.00	0.00	0.00	428.00	14.4%
470 54800		PROMOTIONAL					
	1,500.00	1,000.00	0.00	0.00	0.00	1,000.00	.0%
470 54910		BILLING COSTS					
	35,000.00	35,000.00	26,253.00	2,917.00	0.00	8,747.00	75.0%
470 55100		OFFICE SUPPLIES					
	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	.0%
470 55200		OPERATING SUPPLIES					
	135,060.00	133,560.00	51,659.40	6,863.33	0.00	81,900.60	38.7%
470 55210		UNIFORMS					
	3,300.00	3,900.00	3,316.74	163.50	0.00	583.26	85.0%
470 55230		GAS/OIL					
	15,000.00	15,000.00	7,042.84	1,645.49	0.00	7,957.16	47.0%
470 55400		BOOKS/SUBS/DUES					
	910.00	1,410.00	1,031.45	-8.75	0.00	378.55	73.2%
470 56300		IMPROVEMENTS					
	1,209,295.00	1,209,295.00	740,126.64	56,438.40	233,427.58	235,740.78	80.5%
470 56400		MACH/EQUIP					
	235,000.00	235,000.00	233,255.00	0.00	0.00	1,745.00	99.3%



07/08/2020 11:01
cposton

City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

P
glytdbud 3

FOR 2020 09

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
470 56401		EQUIP-NON CAPITAL					
	10,000.00	10,000.00	0.00	0.00	0.00	10,000.00	.0%
470 57100		PRINCIPAL					
	44,000.00	40,000.00	39,779.36	0.00	0.00	220.64	99.4%
470 57200		INTEREST					
	0.00	4,000.00	3,433.36	0.00	0.00	566.64	85.8%
470 59990		RESERVE					
	-52,520.00	-52,520.00	0.00	0.00	0.00	-52,520.00	.0%*
TOTAL STORMWATER	0.00	0.00	149,531.39	-43,496.56	233,427.58	-382,958.97	100.0%
TOTAL REVENUES	-2,453,118.00	-2,453,118.00	-1,382,412.10	-173,324.67	0.00	-1,070,705.90	
TOTAL EXPENSES	2,453,118.00	2,453,118.00	1,531,943.49	129,828.11	233,427.58	687,746.93	
GRAND TOTAL	0.00	0.00	149,531.39	-43,496.56	233,427.58	-382,958.97	100.0%

** END OF REPORT - Generated by Christina Poston **

07/08/2020 11:01
cpostonCity of Fernandina Beach
YEAR-TO-DATE BUDGET REPORTP
glytdbud 1

FOR 2020 09

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
480 MARINA							
480 33120		FEMA GRANT					
	-7,047,971.00	-7,047,971.00	0.00	0.00	0.00	-7,047,971.00	.0%*
480 33400		STATE GRANT					
	-200,000.00	-200,000.00	-9,119.07	0.00	0.00	-190,880.93	4.6%*
480 33420		FEMA STATE					
	-1,174,662.00	-1,174,662.00	0.00	0.00	0.00	-1,174,662.00	.0%*
480 34750		SLIP RENTALS - PERMANENT					
	-190,550.00	-190,550.00	-134,894.47	-24,852.93	0.00	-55,655.53	70.8%*
480 34755		SLIP RENTALS - TRANSIENT					
	-433,350.00	-433,350.00	-166,824.63	-42,736.90	0.00	-266,525.37	38.5%*
480 34757		SLIP RENTALS - NON-TAXABLE					
	-31,850.00	-31,850.00	-1,512.00	0.00	0.00	-30,338.00	4.7%*
480 34760		BUSINESS RENTALS					
	-25,000.00	-25,000.00	-18,839.50	-566.69	0.00	-6,160.50	75.4%*
480 34762		MOORINGS-TAXABLE					
	-26,665.00	-26,665.00	-6,789.29	-2,271.43	0.00	-19,875.71	25.5%*
480 34766		SERVICES-NON TAXABLE					
	-100.00	-100.00	-168.71	-20.00	0.00	68.71	168.7%
480 34767		SERVICES-TAXABLE					
	-1,200.00	-1,200.00	-1,389.47	-280.37	0.00	189.47	115.8%
480 34770		FUEL-DIESEL					
	-740,000.00	-740,000.00	0.00	0.00	0.00	-740,000.00	.0%*
480 34771		FUEL-GAS					
	-179,000.00	-179,000.00	0.00	0.00	0.00	-179,000.00	.0%*
480 34773		FUEL-DIESEL NON-TAXABLE					
	-5,000.00	-5,000.00	0.00	0.00	0.00	-5,000.00	.0%*
480 34775		FUEL-DISCOUNTS DIESEL					
	7,335.00	7,335.00	0.00	0.00	0.00	7,335.00	.0%
480 34776		FUEL-DISCOUNTS GAS					
	665.00	665.00	0.00	0.00	0.00	665.00	.0%
480 36215		NON-TAXABLE RENT					
	0.00	0.00	-6,899.40	-766.60	0.00	6,899.40	100.0%
480 36990		OTHER REVENUE					
	-600.00	-600.00	-147.57	-57.01	0.00	-452.43	24.6%*
480 38101		FROM GENERAL FUND					
	-300,000.00	-300,000.00	-225,000.00	-25,000.00	0.00	-75,000.00	75.0%*
480 38410		LOAN PROCEEDS					
	-7,321,100.00	-7,321,100.00	-2,740,760.56	-328,291.00	0.00	-4,580,339.44	37.4%*
480 38910		CASH BALANCE FORWARD					
	1,104,719.00	1,104,719.00	0.00	0.00	0.00	1,104,719.00	.0%

07/08/2020 11:01
cpostonCity of Fernandina Beach
YEAR-TO-DATE BUDGET REPORTP
glytdbud 2

FOR 2020 09

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
480 51300		SEASONAL/TEMPORARY					
	80,000.00	95,000.00	81,586.50	8,888.80	0.00	13,413.50	85.9%
480 52100		FICA					
	6,150.00	7,350.00	6,274.62	683.83	0.00	1,075.38	85.4%
480 52400		WORKERS' COMP					
	1,850.00	1,850.00	1,386.00	154.00	0.00	464.00	74.9%
480 53100		PROFESSIONAL SERVICES					
	20,000.00	20,000.00	19,520.97	10,459.00	0.00	479.03	97.6%
480 53200		AUDITING					
	6,795.00	6,795.00	5,094.00	566.00	0.00	1,701.00	75.0%
480 53400		CONTRACTUAL					
	492,198.00	492,198.00	274,799.07	22,937.21	14,368.00	203,030.93	58.8%
480 54000		TRAINING/TRAVEL					
	1,650.00	1,650.00	0.00	0.00	0.00	1,650.00	.0%
480 54100		COMM - PHONE/FAX/ALARM					
	3,675.00	3,675.00	2,178.91	228.51	0.00	1,496.09	59.3%
480 54101		COMMUNICATIONS-CELLULAR					
	2,780.00	2,780.00	1,305.77	50.00	0.00	1,474.23	47.0%
480 54103		COMMUNICATIONS-INTERNET					
	10,900.00	10,900.00	5,150.60	619.66	0.00	5,749.40	47.3%
480 54300		UTILITIES ELECTRIC					
	41,225.00	41,225.00	9,316.01	1,972.03	0.00	31,908.99	22.6%
480 54310		UTILITIES-WATER & WASTEWATER					
	30,025.00	30,025.00	9,530.08	1,335.74	0.00	20,494.92	31.7%
480 54400		RENTALS/LEASES					
	3,024.00	6,324.00	3,402.00	189.00	0.00	2,922.00	53.8%
480 54500		INSURANCE					
	65,338.00	65,338.00	49,005.00	5,445.00	0.00	16,333.00	75.0%
480 54610		R/M BLDG & GROUNDS					
	44,500.00	41,500.00	20,518.43	3,819.62	7,254.90	13,726.67	66.9%
480 54620		R/M EQUIPMENT					
	7,750.00	7,750.00	7,812.21	0.00	0.00	-62.21	100.8%*
480 54630		R/M VEHICLES-LABOR					
	0.00	1,500.00	455.00	0.00	0.00	1,045.00	30.3%
480 54640		R/M VEHICLES-PARTS					
	0.00	1,500.00	495.40	0.00	0.00	1,004.60	33.0%
480 54675		R/M MOORING FIELD					
	23,600.00	23,600.00	22,502.27	0.00	0.00	1,097.73	95.3%
480 54700		PRINTING					
	3,300.00	3,300.00	48.00	0.00	0.00	3,252.00	1.5%
480 54800		PROMOTIONAL					
	2,400.00	2,400.00	0.00	0.00	0.00	2,400.00	.0%
480 55100		OFFICE SUPPLIES					
	6,800.00	6,800.00	2,344.46	538.71	0.00	4,455.54	34.5%



07/08/2020 11:01
cposton

City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

P 3
glytdbud

FOR 2020 09

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
480 55200		OPERATING SUPPLIES					
	59,185.00	49,660.00	10,877.50	1,829.22	0.00	38,782.50	21.9%
480 55210		UNIFORMS					
	1,600.00	1,600.00	509.00	0.00	0.00	1,091.00	31.8%
480 55220		JANITORIAL SUPPLIES					
	2,800.00	2,800.00	152.43	0.00	0.00	2,647.57	5.4%
480 55230		GAS/OIL					
	1,750.00	1,750.00	100.00	0.00	0.00	1,650.00	5.7%
480 55400		BOOKS/SUBS/DUES					
	825.00	825.00	512.75	0.00	0.00	312.25	62.2%
480 55510		FUEL FOR RESALE					
	710,000.00	710,000.00	0.00	0.00	0.00	710,000.00	.0%
480 56200		BUILDING					
	6,540,365.00	6,524,165.00	2,684,700.84	284,194.94	393,154.14	3,446,310.02	47.2%
480 56300		IMPROVEMENTS					
	2,380,000.00	2,380,000.00	811,307.86	5,318.00	9,964.69	1,558,727.45	34.5%
480 56400		MACH/EQUIP					
	0.00	6,225.00	0.00	0.00	0.00	6,225.00	.0%
480 57100		PRINCIPAL					
	8,720,557.00	8,720,557.00	0.00	0.00	0.00	8,720,557.00	.0%
480 57200		INTEREST					
	481,482.00	481,482.00	129,697.19	5,990.00	0.00	351,784.81	26.9%
480 59990		RESERVE					
	-3,188,195.00	-3,188,195.00	0.00	0.00	0.00	-3,188,195.00	.0%*
TOTAL MARINA	0.00	0.00	848,238.20	-69,623.66	424,741.73	-1,272,979.93	100.0%
		TOTAL REVENUES					
	-16,564,329.00	-16,564,329.00	-3,312,344.67	-424,842.93	0.00	-13,251,984.33	
		TOTAL EXPENSES					
	16,564,329.00	16,564,329.00	4,160,582.87	355,219.27	424,741.73	11,979,004.40	
		GRAND TOTAL					
	0.00	0.00	848,238.20	-69,623.66	424,741.73	-1,272,979.93	100.0%

** END OF REPORT - Generated by Christina Poston **

07/08/2020 11:06
cpostonCity of Fernandina Beach
YEAR-TO-DATE BUDGET REPORTP
glytdbud 1

FOR 2020 09

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
510 FLEET							
510 36990		OTHER REVENUE					
	-9,000.00	-9,000.00	-1,822.50	-600.00	0.00	-7,177.50	20.3%*
510 36992		GAIN ON SALE OF ASSET					
	-45,000.00	-45,000.00	-42,465.35	-4,400.00	0.00	-2,534.65	94.4%*
510 36994		LOANER VEHICLE REVENUE					
	-2,000.00	-2,000.00	-654.90	0.00	0.00	-1,345.10	32.7%*
510 38045		LABOR					
	0.00	0.00	-1,000.00	-375.00	0.00	1,000.00	100.0%
510 38047		HUMANE SOCIETY-PARTS					
	-500.00	-500.00	0.00	0.00	0.00	-500.00	.0%*
510 38048		HUMANE SOCIETY-LABOR					
	-600.00	-600.00	0.00	0.00	0.00	-600.00	.0%*
510 38049		HUMANE SOCIETY-FUEL					
	-3,000.00	-3,000.00	-1,535.77	0.00	0.00	-1,464.23	51.2%*
510 38053		GAS/OIL					
	-362,000.00	-362,000.00	-196,484.43	-26,067.85	0.00	-165,515.57	54.3%*
510 38144		FROM SANITATION					
	-20,000.00	-20,000.00	-15,003.00	-1,667.00	0.00	-4,997.00	75.0%*
510 38910		CASH BALANCE FORWARD					
	43,889.00	43,889.00	0.00	0.00	0.00	43,889.00	.0%
TOTAL FLEET	-398,211.00	-398,211.00	-258,965.95	-33,109.85	0.00	-139,245.05	65.0%
		TOTAL REVENUES					
	-398,211.00	-398,211.00	-258,965.95	-33,109.85	0.00	-139,245.05	
5101000 GENERAL FUND							
5101000 38040		PARTS					
	-268,250.00	-268,250.00	-176,013.90	-15,535.01	0.00	-92,236.10	65.6%*
5101000 38045		LABOR					
	-159,100.00	-159,100.00	-118,800.00	-13,200.00	0.00	-40,300.00	74.7%*
TOTAL GENERAL FUND	-427,350.00	-427,350.00	-294,813.90	-28,735.01	0.00	-132,536.10	69.0%
		TOTAL REVENUES					
	-427,350.00	-427,350.00	-294,813.90	-28,735.01	0.00	-132,536.10	
5102400 FLEET BUILDING/PERMITTING							
5102400 38040		PARTS					

07/08/2020 11:06
cpostonCity of Fernandina Beach
YEAR-TO-DATE BUDGET REPORTP
glytdbud 2

FOR 2020 09

5102400 FLEET BUILDING/PERMITTING	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
	0.00	0.00	-3,215.11	-262.41	0.00	3,215.11	100.0%
TOTAL FLEET BUILDING/PERMITTING	0.00	0.00	-3,215.11	-262.41	0.00	3,215.11	100.0%
TOTAL REVENUES	0.00	0.00	-3,215.11	-262.41	0.00	3,215.11	
5102401 FLEET BUILDING/PERMITTING							
5102401 38045 LABOR	0.00	0.00	-1,466.50	-82.50	0.00	1,466.50	100.0%
TOTAL FLEET BUILDING/PERMITTING	0.00	0.00	-1,466.50	-82.50	0.00	1,466.50	100.0%
TOTAL REVENUES	0.00	0.00	-1,466.50	-82.50	0.00	1,466.50	
5103900 CEMETERY							
5103900 38040 PARTS	-1,500.00	-1,500.00	-1,027.85	-195.62	0.00	-472.15	68.5%*
5103900 38045 LABOR	-2,200.00	-2,200.00	-925.00	-120.00	0.00	-1,275.00	42.0%*
TOTAL CEMETERY	-3,700.00	-3,700.00	-1,952.85	-315.62	0.00	-1,747.15	52.8%
TOTAL REVENUES	-3,700.00	-3,700.00	-1,952.85	-315.62	0.00	-1,747.15	
5104200 AIRPORT							
5104200 38040 PARTS	-5,000.00	-5,000.00	-5,859.30	-34.19	0.00	859.30	117.2%
5104200 38045 LABOR	-4,600.00	-4,600.00	-4,802.50	-22.50	0.00	202.50	104.4%
TOTAL AIRPORT	-9,600.00	-9,600.00	-10,661.80	-56.69	0.00	1,061.80	111.1%
TOTAL REVENUES	-9,600.00	-9,600.00	-10,661.80	-56.69	0.00	1,061.80	

07/08/2020 11:06
cpostonCity of Fernandina Beach
YEAR-TO-DATE BUDGET REPORTP
glytdbud 3

FOR 2020 09

5104500 WASTEWATER	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
5104500 WASTEWATER							
5104500 38040	PARTS						
	-40,000.00	-40,000.00	-32,642.45	-995.44	0.00	-7,357.55	81.6%*
5104500 38045	LABOR						
	-27,000.00	-27,000.00	-17,189.00	-1,477.50	0.00	-9,811.00	63.7%*
TOTAL WASTEWATER							
	-67,000.00	-67,000.00	-49,831.45	-2,472.94	0.00	-17,168.55	74.4%
TOTAL REVENUES							
	-67,000.00	-67,000.00	-49,831.45	-2,472.94	0.00	-17,168.55	
5104600 WATER							
5104600 38040	PARTS						
	-20,000.00	-20,000.00	-16,245.53	-6,792.23	0.00	-3,754.47	81.2%*
5104600 38045	LABOR						
	-14,000.00	-14,000.00	-11,073.65	-3,803.40	0.00	-2,926.35	79.1%*
TOTAL WATER							
	-34,000.00	-34,000.00	-27,319.18	-10,595.63	0.00	-6,680.82	80.4%
TOTAL REVENUES							
	-34,000.00	-34,000.00	-27,319.18	-10,595.63	0.00	-6,680.82	
5104700 STORMWATER							
5104700 38040	PARTS						
	-12,000.00	-12,000.00	-9,118.60	-1,755.21	0.00	-2,881.40	76.0%*
5104700 38045	LABOR						
	-8,500.00	-8,500.00	-5,358.25	-1,162.50	0.00	-3,141.75	63.0%*
TOTAL STORMWATER							
	-20,500.00	-20,500.00	-14,476.85	-2,917.71	0.00	-6,023.15	70.6%
TOTAL REVENUES							
	-20,500.00	-20,500.00	-14,476.85	-2,917.71	0.00	-6,023.15	
5104800 MARINA							
5104800 38040	PARTS						
	0.00	0.00	-495.40	0.00	0.00	495.40	100.0%



FOR 2020 09									
5104800	MARINA	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED	
5104800	38045	LABOR	0.00	-455.00	0.00	0.00	455.00	100.0%	
TOTAL MARINA		0.00	0.00	-950.40	0.00	0.00	950.40	100.0%	
TOTAL REVENUES		0.00	0.00	-950.40	0.00	0.00	950.40		
GRAND TOTAL		-960,361.00	-960,361.00	-663,653.99	-78,548.36	0.00	-296,707.01	69.1%	
** END OF REPORT - Generated by Christina Poston **									

07/08/2020 11:08
cpostonCity of Fernandina Beach
YEAR-TO-DATE BUDGET REPORTP
glytdbud 1

FOR 2020 09

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
510 FLEET							
510 51200		SALARIES					
	135,818.00	135,818.00	87,857.19	9,457.72	0.00	47,960.81	64.7%
510 51350		PART-TIME					
	29,108.00	29,108.00	21,684.73	2,719.37	0.00	7,423.27	74.5%
510 51400		OVERTIME					
	8,000.00	8,000.00	5,502.69	460.37	0.00	2,497.31	68.8%
510 52100		FICA					
	13,229.00	13,229.00	8,615.26	947.07	0.00	4,613.74	65.1%
510 52200		RETIREMENT					
	32,637.00	32,637.00	22,433.50	2,399.01	0.00	10,203.50	68.7%
510 52300		HEALTH INSUR					
	24,204.00	24,204.00	17,549.69	2,303.92	0.00	6,654.31	72.5%
510 52301		LIFE INSUR					
	708.00	708.00	473.88	58.17	0.00	234.12	66.9%
510 52400		WORKERS' COMP					
	5,836.00	5,836.00	4,374.00	486.00	0.00	1,462.00	74.9%
510 53200		AUDITING					
	2,265.00	2,265.00	1,701.00	189.00	0.00	564.00	75.1%
510 53400		CONTRACTUAL					
	19,582.00	19,582.00	16,430.09	1,160.40	0.00	3,151.91	83.9%
510 54000		TRAINING/TRAVEL					
	3,450.00	3,450.00	2,310.95	914.00	0.00	1,139.05	67.0%
510 54100		COMM - PHONE/FAX/ALARM					
	288.00	288.00	0.00	0.00	0.00	288.00	.0%
510 54101		COMMUNICATIONS-CELLULAR					
	1,150.00	1,150.00	621.35	98.38	0.00	528.65	54.0%
510 54103		COMMUNICATIONS-INTERNET					
	1,635.00	1,635.00	896.64	112.08	0.00	738.36	54.8%
510 54300		UTILITIES ELECTRIC					
	4,000.00	4,000.00	2,512.71	342.39	0.00	1,487.29	62.8%
510 54310		UTILITIES-WATER & WASTEWATER					
	2,100.00	2,100.00	1,490.10	162.98	0.00	609.90	71.0%
510 54500		INSURANCE					
	18,150.00	18,150.00	13,617.00	1,513.00	0.00	4,533.00	75.0%
510 54610		R/M BLDG & GROUNDS					
	5,000.00	5,000.00	1,845.33	44.64	0.00	3,154.67	36.9%
510 54620		R/M EQUIPMENT					
	7,500.00	9,000.00	8,221.05	466.57	0.00	778.95	91.3%
510 54630		R/M VEHICLES-LABOR					
	2,500.00	2,500.00	1,022.50	375.00	0.00	1,477.50	40.9%



07/08/2020 11:08
cposton

City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

P
glytdbud 2

FOR 2020 09

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
510 54640		R/M VEHICLES-PARTS					
	3,500.00	3,500.00	2,313.92	240.00	0.00	1,186.08	66.1%
510 55100		OFFICE SUPPLIES					
	200.00	149.00	54.84	0.00	0.00	94.16	36.8%
510 55200		OPERATING SUPPLIES					
	8,500.00	9,450.00	8,718.16	135.51	0.00	731.84	92.3%
510 55210		UNIFORMS					
	1,025.00	1,126.00	1,125.60	0.00	0.00	0.40	100.0%
510 55230		GAS/OIL					
	4,500.00	4,500.00	2,965.83	389.77	0.00	1,534.17	65.9%
510 55240		CHEMICALS					
	500.00	500.00	279.99	0.00	0.00	220.01	56.0%
510 55400		BOOKS/SUBS/DUES					
	200.00	200.00	133.75	0.00	0.00	66.25	66.9%
510 56400		MACH/EQUIP					
	13,500.00	12,000.00	7,130.47	7,130.47	0.00	4,869.53	59.4%
510 56401		EQUIP-NON CAPITAL					
	6,000.00	5,000.00	3,410.00	0.00	0.00	1,590.00	68.2%
510 58600		GAS/OIL COSTS					
	320,000.00	320,000.00	163,701.76	20,589.07	0.00	156,298.24	51.2%
510 58700		VEHICLE PARTS/SRVS COSTS					
	307,000.00	307,000.00	221,264.41	24,063.61	0.00	85,735.59	72.1%
510 59990		RESERVE					
	-21,724.00	-21,724.00	0.00	0.00	0.00	-21,724.00	.00*
TOTAL FLEET							
	960,361.00	960,361.00	630,258.39	76,758.50	0.00	330,102.61	65.6%
TOTAL EXPENSES							
	960,361.00	960,361.00	630,258.39	76,758.50	0.00	330,102.61	
GRAND TOTAL							
	960,361.00	960,361.00	630,258.39	76,758.50	0.00	330,102.61	65.6%

** END OF REPORT - Generated by Christina Poston **

Revenues	(\$ 663,653.99)
Expenses	<u>630,258.39</u>
Net (Rev)Exp	(\$ 33,395.60)

07/08/2020 11:09
cpostonCity of Fernandina Beach
YEAR-TO-DATE BUDGET REPORTP
glytdbud 1

FOR 2020 09

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
520 UTILITY BILLING							
520 34300		UB ADMIN FEES					
	-32,000.00	-32,000.00	-18,866.05	-1,980.00	0.00	-13,133.95	59.0%*
520 36110		INTEREST					
	0.00	0.00	-707.24	-126.59	0.00	707.24	100.0%
520 36990		OTHER REVENUE					
	0.00	0.00	-48.00	0.00	0.00	48.00	100.0%
520 38910		CASH BALANCE FORWARD					
	-3,183.00	-3,183.00	0.00	0.00	0.00	-3,183.00	.0%*
TOTAL UTILITY BILLING	-35,183.00	-35,183.00	-19,621.29	-2,106.59	0.00	-15,561.71	55.8%
	-35,183.00	-35,183.00	-19,621.29	-2,106.59	0.00	-15,561.71	
5204200 AIRPORT							
5204200 38052		CHARGES FOR UB SERVICES					
	-7,300.00	-7,300.00	-5,472.00	-608.00	0.00	-1,828.00	75.0%*
TOTAL AIRPORT	-7,300.00	-7,300.00	-5,472.00	-608.00	0.00	-1,828.00	75.0%
	-7,300.00	-7,300.00	-5,472.00	-608.00	0.00	-1,828.00	
5204400 SANITATION							
5204400 38052		CHARGES FOR UB SERVICES					
	-92,000.00	-92,000.00	-69,003.00	-7,667.00	0.00	-22,997.00	75.0%*
TOTAL SANITATION	-92,000.00	-92,000.00	-69,003.00	-7,667.00	0.00	-22,997.00	75.0%
	-92,000.00	-92,000.00	-69,003.00	-7,667.00	0.00	-22,997.00	
5204500 WASTE WATER							
5204500 38052		CHARGES FOR UB SERVICES					
	-200,000.00	-200,000.00	-150,003.00	-16,667.00	0.00	-49,997.00	75.0%*

07/08/2020 11:09
cpostonCity of Fernandina Beach
YEAR-TO-DATE BUDGET REPORTP
glytdbud 2

FOR 2020 09

5204500 WASTE WATER	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
TOTAL WASTE WATER							
-200,000.00	-200,000.00	-150,003.00	-16,667.00	0.00	-49,997.00	75.0%	
TOTAL REVENUES							
-200,000.00	-200,000.00	-150,003.00	-16,667.00	0.00	-49,997.00		
5204600 WATER							
5204600 38052	CHARGES FOR UB SERVICES						
-200,000.00	-200,000.00	-150,003.00	-16,667.00	0.00	-49,997.00	75.0%*	
TOTAL WATER							
-200,000.00	-200,000.00	-150,003.00	-16,667.00	0.00	-49,997.00	75.0%	
TOTAL REVENUES							
-200,000.00	-200,000.00	-150,003.00	-16,667.00	0.00	-49,997.00		
5204700 STORMWATER							
5204700 38052	CHARGES FOR UB SERVICES						
-35,000.00	-35,000.00	-26,253.00	-2,917.00	0.00	-8,747.00	75.0%*	
TOTAL STORMWATER							
-35,000.00	-35,000.00	-26,253.00	-2,917.00	0.00	-8,747.00	75.0%	
TOTAL REVENUES							
-35,000.00	-35,000.00	-26,253.00	-2,917.00	0.00	-8,747.00		
GRAND TOTAL							
-569,483.00	-569,483.00	-420,355.29	-46,632.59	0.00	-149,127.71	73.8%	

** END OF REPORT - Generated by Christina Poston **



07/08/2020 11:10
cposton

City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

P
glytdbud 1

FOR 2020 09

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
520 UTILITY BILLING							
520 51200		SALARIES					
	190,532.00	190,532.00	128,382.08	13,207.77	0.00	62,149.92	67.4%
520 51400		OVERTIME					
	2,000.00	2,000.00	2,416.63	197.31	0.00	-416.63	120.8%*
520 52100		FICA					
	14,729.00	14,729.00	9,769.02	1,007.69	0.00	4,959.98	66.3%
520 52200		RETIREMENT					
	45,652.00	45,652.00	31,328.76	3,211.87	0.00	14,323.24	68.6%
520 52300		HEALTH INSUR					
	38,849.00	38,849.00	27,394.46	3,232.32	0.00	11,454.54	70.5%
520 52301		LIFE INSUR					
	1,076.00	1,076.00	778.15	89.30	0.00	297.85	72.3%
520 52400		WORKERS' COMP					
	439.00	439.00	333.00	37.00	0.00	106.00	75.9%
520 53400		CONTRACTUAL					
	33,033.00	33,033.00	23,161.15	3,045.31	0.00	9,871.85	70.1%
520 54000		TRAINING/TRAVEL					
	3,070.00	3,070.00	623.38	28.89	0.00	2,446.62	20.3%
520 54100		COMM - PHONE/FAX/ALARM					
	862.00	862.00	287.29	26.67	0.00	574.71	33.3%
520 54103		COMMUNICATIONS-INTERNET					
	1,635.00	1,635.00	896.64	112.08	0.00	738.36	54.8%
520 54200		POSTAGE					
	40,000.00	40,000.00	28,388.41	95.41	0.00	11,611.59	71.0%
520 54300		UTILITIES ELECTRIC					
	3,675.00	3,675.00	1,886.94	268.07	0.00	1,788.06	51.3%
520 54310		UTILITIES-WATER & WASTEWATER					
	1,100.00	1,100.00	533.35	60.88	0.00	566.65	48.5%
520 54610		R/M BLDG & GROUNDS					
	1,500.00	1,500.00	54.14	0.00	0.00	1,445.86	3.6%
520 54620		R/M EQUIPMENT					
	700.00	700.00	0.00	0.00	0.00	700.00	.0%
520 54700		PRINTING					
	6,652.00	6,652.00	3,130.85	0.00	0.00	3,521.15	47.1%
520 54902		BAD DEBT EXPENSE					
	1,500.00	1,500.00	610.08	0.00	0.00	889.92	40.7%
520 55100		OFFICE SUPPLIES					
	3,332.00	3,332.00	527.85	0.00	0.00	2,804.15	15.8%
520 55200		OPERATING SUPPLIES					
	60,260.00	60,260.00	31,910.05	3,429.72	0.00	28,349.95	53.0%



FOR 2020 09

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
520 55210		UNIFORMS					
	1,200.00	1,200.00	346.00	0.00	0.00	854.00	28.8%
520 55220		JANITORIAL SUPPLIES					
	685.00	685.00	273.76	0.00	0.00	411.24	40.0%
520 59300		TRANSFER TO CAP IMP					
	10,700.00	10,700.00	8,025.03	891.67	0.00	2,674.97	75.0%
520 59990		RESERVE					
	106,302.00	106,302.00	0.00	0.00	0.00	106,302.00	.0%
TOTAL UTILITY BILLING	569,483.00	569,483.00	301,057.02	28,941.96	0.00	268,425.98	52.9%
TOTAL EXPENSES	569,483.00	569,483.00	301,057.02	28,941.96	0.00	268,425.98	
GRAND TOTAL	569,483.00	569,483.00	301,057.02	28,941.96	0.00	268,425.98	52.9%

** END OF REPORT - Generated by Christina Poston **

Revenues	(\$ 420,355.29)
Expenses	301,057.02
Net (Rev)Exp	(\$119,298.27)



07/08/2020 11:11
cposton

City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

P
glytdbud 1

FOR 2020 09

ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
530 UTILITY ADMIN						
530 36110	INTEREST					
	0.00	0.00	-538.00	-91.10	0.00	538.00 100.0%
530 38910	CASH BALANCE FORWARD					
	-15,840.00	-15,840.00	0.00	0.00	0.00	-15,840.00 .0%*
TOTAL UTILITY ADMIN						
	-15,840.00	-15,840.00	-538.00	-91.10	0.00	-15,302.00 3.4%
TOTAL REVENUES						
	-15,840.00	-15,840.00	-538.00	-91.10	0.00	-15,302.00
5304500 WASTE WATER						
5304500 38054	CHARGES FOR UTIL ADM					
	-225,000.00	-225,000.00	-168,750.00	-18,750.00	0.00	-56,250.00 75.0%*
TOTAL WASTE WATER						
	-225,000.00	-225,000.00	-168,750.00	-18,750.00	0.00	-56,250.00 75.0%
TOTAL REVENUES						
	-225,000.00	-225,000.00	-168,750.00	-18,750.00	0.00	-56,250.00
5304600 WATER						
5304600 38054	CHARGES FOR UTIL ADM					
	-225,000.00	-225,000.00	-168,750.00	-18,750.00	0.00	-56,250.00 75.0%*
TOTAL WATER						
	-225,000.00	-225,000.00	-168,750.00	-18,750.00	0.00	-56,250.00 75.0%
TOTAL REVENUES						
	-225,000.00	-225,000.00	-168,750.00	-18,750.00	0.00	-56,250.00
GRAND TOTAL						
	-465,840.00	-465,840.00	-338,038.00	-37,591.10	0.00	-127,802.00 72.6%

** END OF REPORT - Generated by Christina Poston **

07/08/2020 11:12
cpostonCity of Fernandina Beach
YEAR-TO-DATE BUDGET REPORTP
glytdbud 1

FOR 2020 09

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
530 UTILITY ADMIN							
530 51200		SALARIES					
	250,022.00	250,022.00	149,798.23	16,323.21	0.00	100,223.77	59.9%
530 51400		OVERTIME					
	2,500.00	2,500.00	1,939.62	318.20	0.00	560.38	77.6%
530 52100		FICA					
	19,318.00	19,318.00	10,843.76	1,182.27	0.00	8,474.24	56.1%
530 52200		RETIREMENT					
	59,905.00	59,905.00	36,356.39	3,987.28	0.00	23,548.61	60.7%
530 52300		HEALTH INSUR					
	54,611.00	54,611.00	29,071.27	3,158.42	0.00	25,539.73	53.2%
530 52301		LIFE INSUR					
	1,386.00	1,386.00	883.99	97.26	0.00	502.01	63.8%
530 52400		WORKERS' COMP					
	8,280.00	8,280.00	6,210.00	690.00	0.00	2,070.00	75.0%
530 53400		CONTRACTUAL					
	3,455.00	3,455.00	3,561.10	513.69	0.00	-106.10	103.1%*
530 54000		TRAINING/TRAVEL					
	5,250.00	5,250.00	798.20	274.00	0.00	4,451.80	15.2%
530 54100		COMM - PHONE/FAX/ALARM					
	779.00	779.00	130.31	0.00	0.00	648.69	16.7%
530 54101		COMMUNICATIONS-CELLULAR					
	2,000.00	2,000.00	1,198.97	100.13	0.00	801.03	59.9%
530 54103		COMMUNICATIONS-INTERNET					
	1,635.00	1,635.00	916.89	114.33	0.00	718.11	56.1%
530 54200		POSTAGE					
	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	.0%
530 54300		UTILITIES ELECTRIC					
	3,000.00	3,000.00	1,886.89	268.06	0.00	1,113.11	62.9%
530 54310		UTILITIES-WATER & WASTEWATER					
	800.00	800.00	533.31	60.87	0.00	266.69	66.7%
530 54610		R/M BLDG & GROUNDS					
	2,500.00	2,500.00	294.50	0.00	0.00	2,205.50	11.8%
530 55100		OFFICE SUPPLIES					
	4,000.00	4,000.00	0.00	0.00	0.00	4,000.00	.0%
530 55200		OPERATING SUPPLIES					
	6,785.00	6,785.00	898.08	0.00	0.00	5,886.92	13.2%
530 55210		UNIFORMS					
	1,800.00	1,800.00	452.20	0.00	0.00	1,347.80	25.1%
530 55220		JANITORIAL SUPPLIES					
	4,000.00	4,000.00	273.74	0.00	0.00	3,726.26	6.8%



FOR 2020 09

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
530 55400		BOOKS/SUBS/DUES					
	2,100.00	2,100.00	255.49	0.00	0.00	1,844.51	12.2%
530 59990		RESERVE					
	30,214.00	30,214.00	0.00	0.00	0.00	30,214.00	.0%
TOTAL UTILITY ADMIN	465,840.00	465,840.00	246,302.94	27,087.72	0.00	219,537.06	52.9%
TOTAL EXPENSES	465,840.00	465,840.00	246,302.94	27,087.72	0.00	219,537.06	
GRAND TOTAL	465,840.00	465,840.00	246,302.94	27,087.72	0.00	219,537.06	52.9%

** END OF REPORT - Generated by Christina Poston **

Revenues	(\$ 338,038.00)
Expenses	<u>246,302.94</u>
Net (Rev)Exp	(\$ 91,735.06)

07/08/2020 11:13
cpostonCity of Fernandina Beach
YEAR-TO-DATE BUDGET REPORTP
glytdbud 1

FOR 2020 09

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
610 PENSION - GENERAL							
610 36110		INTEREST					
	-425,000.00	-425,000.00	-417,304.71	-19,842.64	0.00	-7,695.29	98.2%*
610 36120		UNREALIZED GAIN					
	-55,000.00	-55,000.00	-24,002.75	0.00	0.00	-30,997.25	43.6%*
610 36130		INCOME/LOSS/REALIZED G/L					
	-60,000.00	-60,000.00	-45,605.86	0.00	0.00	-14,394.14	76.0%*
610 36700		GAIN/LOSS ON INVESTMENT					
	-1,400,000.00	-1,400,000.00	359,213.88	371,484.13	0.00	-1,759,213.88	-25.7%*
610 36840		CONTRIBUTIONS FROM CITY					
	-1,605,000.00	-1,605,000.00	-750,260.30	0.00	0.00	-854,739.70	46.7%*
610 36850		CONTRIBUTIONS FROM EMPLOYEES					
	-350,000.00	-350,000.00	-251,608.40	-16,222.67	0.00	-98,391.60	71.9%*
610 36990		OTHER REVENUE					
	0.00	0.00	9,862.46	1,174.30	0.00	-9,862.46	100.0%*
610 38910		CASH BALANCE FORWARD					
	-23,758,006.00	-23,758,006.00	0.00	0.00	0.00	-23,758,006.00	.0%*
610 53400		CONTRACTUAL					
	74,435.00	74,435.00	42,727.54	680.00	0.00	31,707.46	57.4%
610 53401		CONTRACTUAL AMERICAN CORE REA					
	20,600.00	20,600.00	12,930.60	0.00	0.00	7,669.40	62.8%
610 53404		INVESTMENT EXPENSE					
	35,765.00	35,765.00	23,146.58	2,957.19	0.00	12,618.42	64.7%
610 53600		RETIREE BENEFITS					
	1,712,000.00	1,712,000.00	1,053,073.80	141,147.41	0.00	658,926.20	61.5%
610 59990		RESERVE					
	25,810,206.00	25,810,206.00	0.00	0.00	0.00	25,810,206.00	.0%
TOTAL PENSION - GENERAL							
	0.00	0.00	12,172.84	481,377.72	0.00	-12,172.84	100.0%
TOTAL REVENUES							
	-27,653,006.00	-27,653,006.00	-1,119,705.68	336,593.12	0.00	-26,533,300.32	
TOTAL EXPENSES							
	27,653,006.00	27,653,006.00	1,131,878.52	144,784.60	0.00	26,521,127.48	
GRAND TOTAL							
	0.00	0.00	12,172.84	481,377.72	0.00	-12,172.84	100.0%

** END OF REPORT - Generated by Christina Poston **

07/08/2020 11:14
cpostonCity of Fernandina Beach
YEAR-TO-DATE BUDGET REPORTP
glytdbud 1

FOR 2020 09

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
620 PENSION - POLICE/FIRE							
620 31251		STATE/FIRE INSURANCE TAX					
	-115,000.00	-115,000.00	-1,044.06	0.00	0.00	-113,955.94	.9%*
620 31252		STATE/POLICE INSURANCE TAX					
	-110,000.00	-110,000.00	0.00	0.00	0.00	-110,000.00	.0%*
620 36110		INTEREST					
	-450,000.00	-450,000.00	-473,080.12	-27,549.31	0.00	23,080.12	105.1%
620 36120		UNREALIZED GAIN					
	-55,000.00	-55,000.00	-27,487.43	0.00	0.00	-27,512.57	50.0%*
620 36130		INCOME/LOSS/REALIZED G/L					
	-70,000.00	-70,000.00	-52,226.87	0.00	0.00	-17,773.13	74.6%*
620 36700		GAIN/LOSS ON INVESTMENT					
	-1,800,000.00	-1,800,000.00	-2,608.46	-18,714.06	0.00	-1,797,391.54	.1%*
620 36850		CONTRIBUTIONS FROM EMPLOYEES					
	-315,000.00	-315,000.00	-211,534.97	-12,532.44	0.00	-103,465.03	67.2%*
620 36990		OTHER REVENUE					
	0.00	0.00	9,829.59	2,818.37	0.00	-9,829.59	100.0%*
620 38910		CASH BALANCE FORWARD					
	-27,833,370.00	-27,833,370.00	0.00	0.00	0.00	-27,833,370.00	.0%*
TOTAL PENSION - POLICE/FIRE							
	-30,748,370.00	-30,748,370.00	-758,152.32	-55,977.44	0.00	-29,990,217.68	2.5%
TOTAL REVENUES							
	-30,748,370.00	-30,748,370.00	-758,152.32	-55,977.44	0.00	-29,990,217.68	
6202100 POLICE							
6202100 36840		CONTRIBUTIONS FROM CITY					
	-700,000.00	-700,000.00	-360,356.41	0.00	0.00	-339,643.59	51.5%*
TOTAL POLICE							
	-700,000.00	-700,000.00	-360,356.41	0.00	0.00	-339,643.59	51.5%
TOTAL REVENUES							
	-700,000.00	-700,000.00	-360,356.41	0.00	0.00	-339,643.59	
6202200 FIRE							
6202200 36840		CONTRIBUTIONS FROM CITY					
	-590,000.00	-590,000.00	-283,137.18	0.00	0.00	-306,862.82	48.0%*



FOR 2020 09							
6202200 FIRE	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
TOTAL FIRE	-590,000.00	-590,000.00	-283,137.18	0.00	0.00	-306,862.82	48.0%
TOTAL REVENUES	-590,000.00	-590,000.00	-283,137.18	0.00	0.00	-306,862.82	
GRAND TOTAL	-32,038,370.00	-32,038,370.00	-1,401,645.91	-55,977.44	0.00	-30,636,724.09	4.4%

** END OF REPORT - Generated by Christina Poston **



07/08/2020 11:15
cposton

City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

P
glytdbud 1

FOR 2020 09

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
620 PENSION - POLICE/FIRE							
620 53400		CONTRACTUAL					
	79,700.00	79,700.00	50,485.56	680.00	0.00	29,214.44	63.3%
620 53401		CONTRACTUAL-AMERICAN CORE REA					
	21,630.00	21,630.00	14,807.85	0.00	0.00	6,822.15	68.5%
620 53404		INVESTMENT EXPENSE					
	53,000.00	53,000.00	36,455.91	3,809.68	0.00	16,544.09	68.8%
620 53600		RETIREE BENEFITS					
	1,868,000.00	1,868,000.00	1,144,469.43	128,001.70	0.00	723,530.57	61.3%
620 59990		RESERVE					
	30,016,040.00	30,016,040.00	0.00	0.00	0.00	30,016,040.00	.0%
TOTAL PENSION - POLICE/FIRE							
	32,038,370.00	32,038,370.00	1,246,218.75	132,491.38	0.00	30,792,151.25	3.9%
TOTAL EXPENSES							
	32,038,370.00	32,038,370.00	1,246,218.75	132,491.38	0.00	30,792,151.25	
GRAND TOTAL							
	32,038,370.00	32,038,370.00	1,246,218.75	132,491.38	0.00	30,792,151.25	3.9%

** END OF REPORT - Generated by Christina Poston **

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Presentation
Proposed FY 2020/2021 Budget

ITEM TYPE: Presentation

REQUESTED ACTION: None

SYNOPSIS: City Manager Martin will provide a presentation regarding the proposed FY 2020/2021 Budget.

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Dale L. Martin, City Manager 7/9/2020

Date: March 17, 2020

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 7/9/2020

Date: October 25, 2019

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION:

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Discussion
Waterfront 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 7/9/2020

Date: October 25, 2019

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION:

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Discussion
Beaches

ITEM TYPE: Discussion

REQUESTED ACTION:

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

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Dale L. Martin, City Manager 7/9/2020

Date: December 04, 2019

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION:

2020 Quarter 2 Quarterly Update Webinar

South Atlantic Coastal Study
June 29, 2020

CONNECTION INFORMATION:

Webinar:

<https://attendee.gototraining.com/r/4994559464465664002>



US Army Corps
of Engineers®

Working Today to Build a Better Tomorrow



Meeting Purpose

- 1 Provide an Update on Overall SACS Progress since the last Quarterly Webinar in March 2020
- 2 Review Status, Regional Study Products
- 3 Update on the Progress of State Appendices
- 4 Preview of Upcoming Workshops: Focus Areas/Environmental/Cultural
- 5 Q&A via Chat Function (15-20 min)



SACS Quarterly Update Webinar: Agenda



SACS Overview

- Team Introductions
- SACS Shared Vision Statement
- Schedule Overview

Regional Products Update

- SAND Workshops and Interim Findings
- Geospatial Update
- State/Territory Appendices Overview
- Focus Area Overview
- Planning Aid Report
- Environmental Update
- Coastal Hazard System
- Institutional and Other Barriers Interim Findings

Updates from District Project Managers

- Wilmington
- Charleston
- Savannah
- Jacksonville
- Mobile

Next Steps and Closing Remarks

- 21 Focus Area Action Strategy Workshops
- Regional Environmental Workshop
- Finalization of SAND Report
- Measures and Cost Library refinement
- CHS SA/GoMex CSTORM runs

Questions & Discussion

- Questions
- Open Discussion



Team Introduction



Command Center Team:

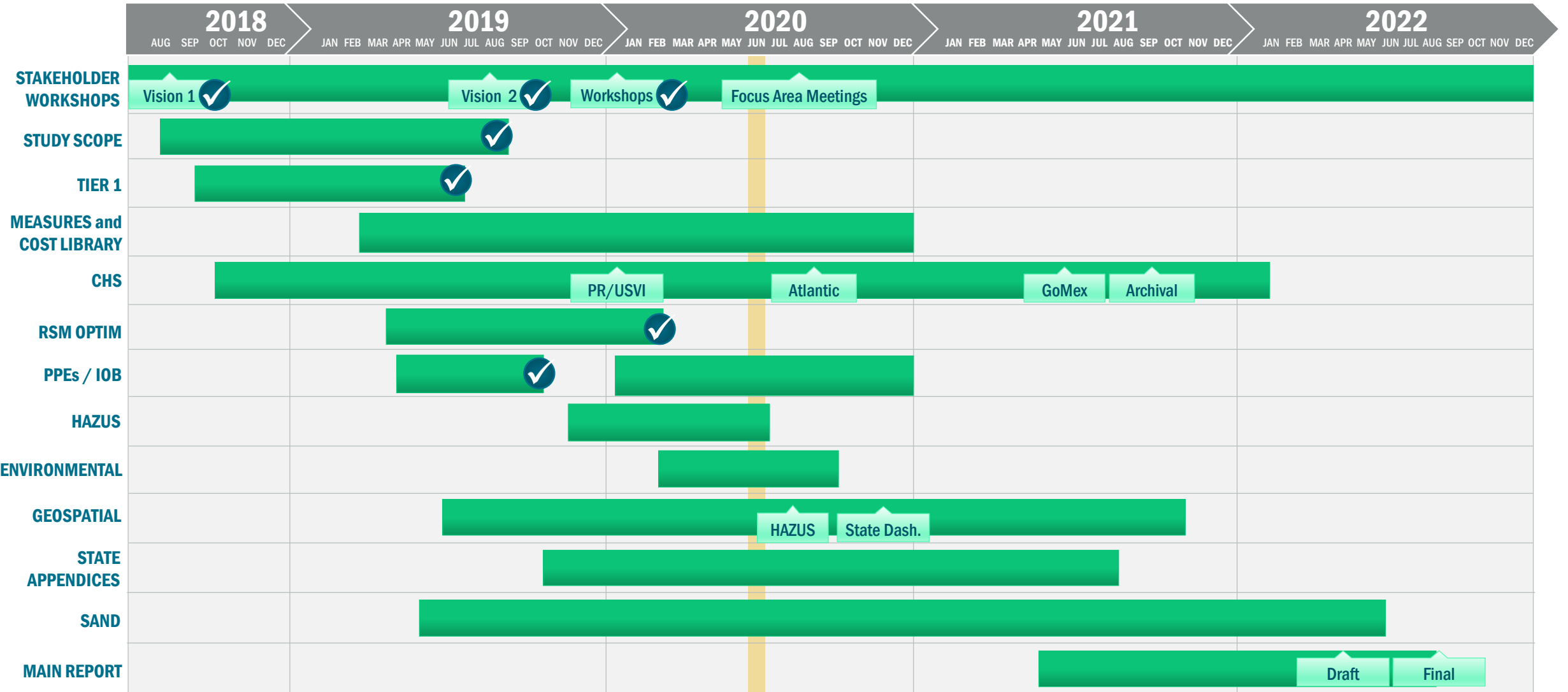
Pam Castens	Regional Project Manager
Lisa Clark	Outreach Lead
Idris Dobbs	Economics Lead
Trevor Lancaster	Geospatial Lead
Kelly Legault	Engineering Lead
Kristina May	Environmental Lead
Clay McCoy	Regional Sediment Management Lead
Matt Schrader	Planning Lead

District Project Managers:

Brennan Dooley	Wilmington District PM
Diane Perkins	Charleston District PM
April Patterson	Savannah District PM
Ashleigh Fountain	Jacksonville District PM
Meredith Ladart	Mobile District PM



Overview of Activities



Working Today to Build a Better Tomorrow



SHARED VISION STATEMENT



"The SACS vision is to provide a common understanding of risk from coastal storms and sea level rise to support resilient communities and habitats. This collaborative effort will leverage stakeholders' actions to plan and implement cohesive coastal storm risk management strategies along the South Atlantic and Gulf Coast shorelines, including the territories of Puerto Rico and the U.S. Virgin Islands."

Hazard + Performance + Exposure + Vulnerability + Consequences = Risk



Figure 1: Risk Conceptualized (ER 1105-2-101)



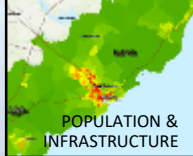
SOUTH ATLANTIC COASTAL STUDY KEY PRODUCTS



RISK ASSESSMENT



Assessment based on exposure of population and infrastructure, environmental and cultural resources, and social vulnerability to inundation hazards.



SACS TIER 1 RISK ASSESSMENT
<https://sacs.maps.arcgis.com/apps/MapSeries/index.html?appid=c54beb5072a04632958f2373eb1151cf>

REGIONAL SEDIMENT MANAGEMENT (RSM) OPTIMIZATION



OPTIMIZATION PILOT:
2016 USACE INNOVATION OF THE YEAR

Identifies and quantifies total contribution of RSM principles to projects in the SACS study area that support long-term coastal resiliency.

NOW AVAILABLE ON WEB PAGE

SAND AVAILABILITY & NEEDS DETERMINATION (SAND)

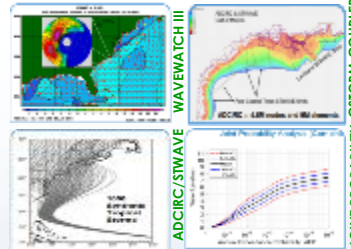
Determines the need and availability of sediment to maintain beaches for the next 50 years.



HYDRAULIC DREDGE WORKING IN ST. AUGUSTINE, FLORIDA

COASTAL HAZARDS SYSTEM (CHS)

Provides current and projected water elevation data for the study area.



GEOPORTAL

Provides the public access to study datasets, products, and documentation.



HABITAT AND ENVIRONMENT DATASETS

POPULATION INFRASTRUCTURE DATASETS

HAZARD DATASETS

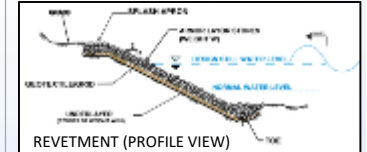
FOCUS AREA DATA

DERIVED PRODUCTS



MEASURES & COSTS LIBRARY

Detailed list of Coastal Storm Risk Management (CSRM) measures and their costs developed to a screening level for use in USACE and stakeholder planning.



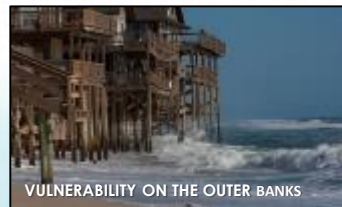
RETENTION (PROFILE VIEW)



BEACH NOURISHMENT

COASTAL PROGRAM GUIDE

Outreach and information package to help communities better leverage needed resources on a disaster-wide, statewide, or community-wide basis.



VULNERABILITY ON THE OUTER BANKS

STATE & TERRITORY APPENDICES

Specific information for each state and territory will be provided in stand-alone appendices to the main report.



APPENDICES:
North Carolina
South Carolina
Georgia
Florida
Alabama
Mississippi
Puerto Rico
U.S. Virgin Islands

PRIORITY ENVIRONMENTAL AREA IDENTIFICATION

Priority environmental areas will be identified using Tier 1 data, the USFWS Planning Aid Report, and stakeholder tools. Resiliency to coastal storms and sea level rise will be evaluated and measures to increase resiliency will be recommended.



TIER 1 ENVIRONMENTAL, CULTURAL & HABITAT EXPOSURE

PLANNING AID REPORT (U.S. FISH AND WILDLIFE SERVICE (USFWS))

Report of priority biological resource habitats in the South Atlantic region that are vulnerable to harm from coastal storms and sea level rise with a focus on areas used by federally listed species. Report will also include a description of risk to coastal national wildlife refuges.



NOW AVAILABLE ON WEB PAGE

INSTITUTIONAL & OTHER BARRIERS ANALYSIS

Document identifies institutional and other barriers to providing comprehensive protection for affected coastal areas. The report will include information on the performance of existing federal CSRM projects and recommendations for improvement.



FLORIDA BEACH AFTER 1962 NOR'EASTER - WITHOUT FEDERAL CSRM PROJECT



FLORIDA FEDERAL CSRM PROJECT POST-TROPICAL STORM FAY, 2008

FOCUS AREA ACTION STRATEGIES

Focus area action strategies (FAAS) will use SACS products in combination with other resources to develop actionable risk reduction strategies with stakeholders. FAAS will serve as examples for how vulnerabilities in other high risk locations can be addressed.



SOUTH ATLANTIC REGION HURRICANES

FOR MORE INFORMATION, VISIT THE SACS WEBSITE: <https://www.sad.usace.army.mil/SACS/>

U.S. ARMY CORPS OF ENGINEERS | SOUTH ATLANTIC DIVISION

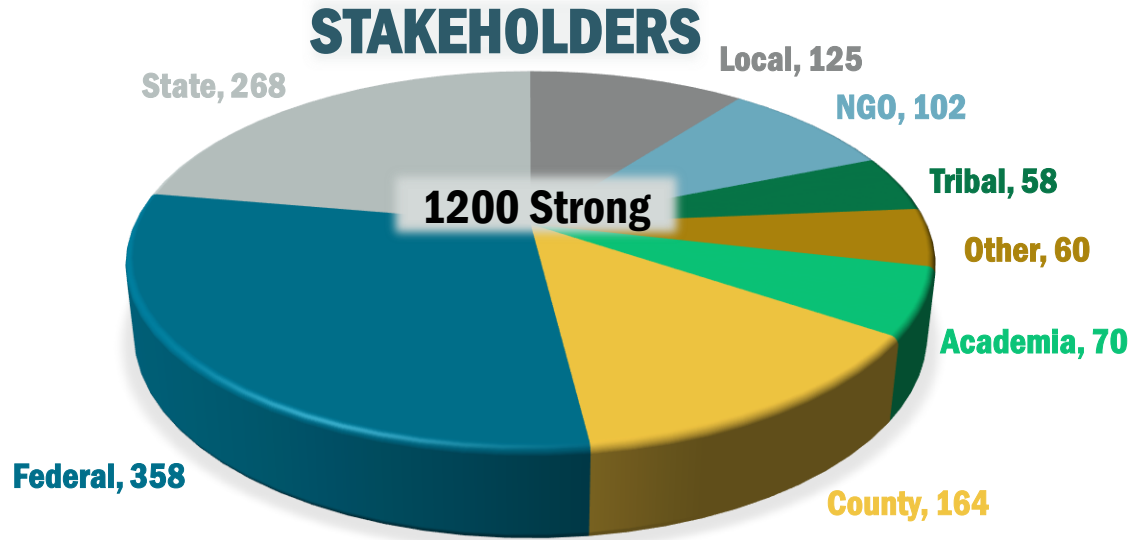




Regional Product Updates



South Atlantic Coastal Study



South Atlantic Coastal Study - SACS



<https://www.sad.usace.army.mil/SACS>

Latest Updates

May 2020 SACS Newsletter

Get the latest project updates via our monthly newsletter

Next Quarterly Progress Briefing

The next quarterly progress briefing has been scheduled for Monday, June 29th from 1 – 3 pm EST. This meeting is open to all stakeholders and registration is currently open [here](#).

SACS FSBPA Presentation

South Atlantic Coastal Study Team members present at FSBPA Tech Conference, in Sarasota, February 5-7, 2020.

Shared Vision

"The SACS vision is to provide a common understanding of risk from coastal storms and sea level rise to support resilient communities and habitats. This collaborative effort will leverage stakeholders' actions to plan and implement cohesive coastal storm

Email: SACS@usace.army.mil

Geoportal

<https://sacs.maps.arcgis.com/apps/MapSeries/index.html?appid=c54beb5072a04632958f2373eb1151cf>

Working Today to Build a Better Tomorrow



SAND: Sand Availability and Needs Determination

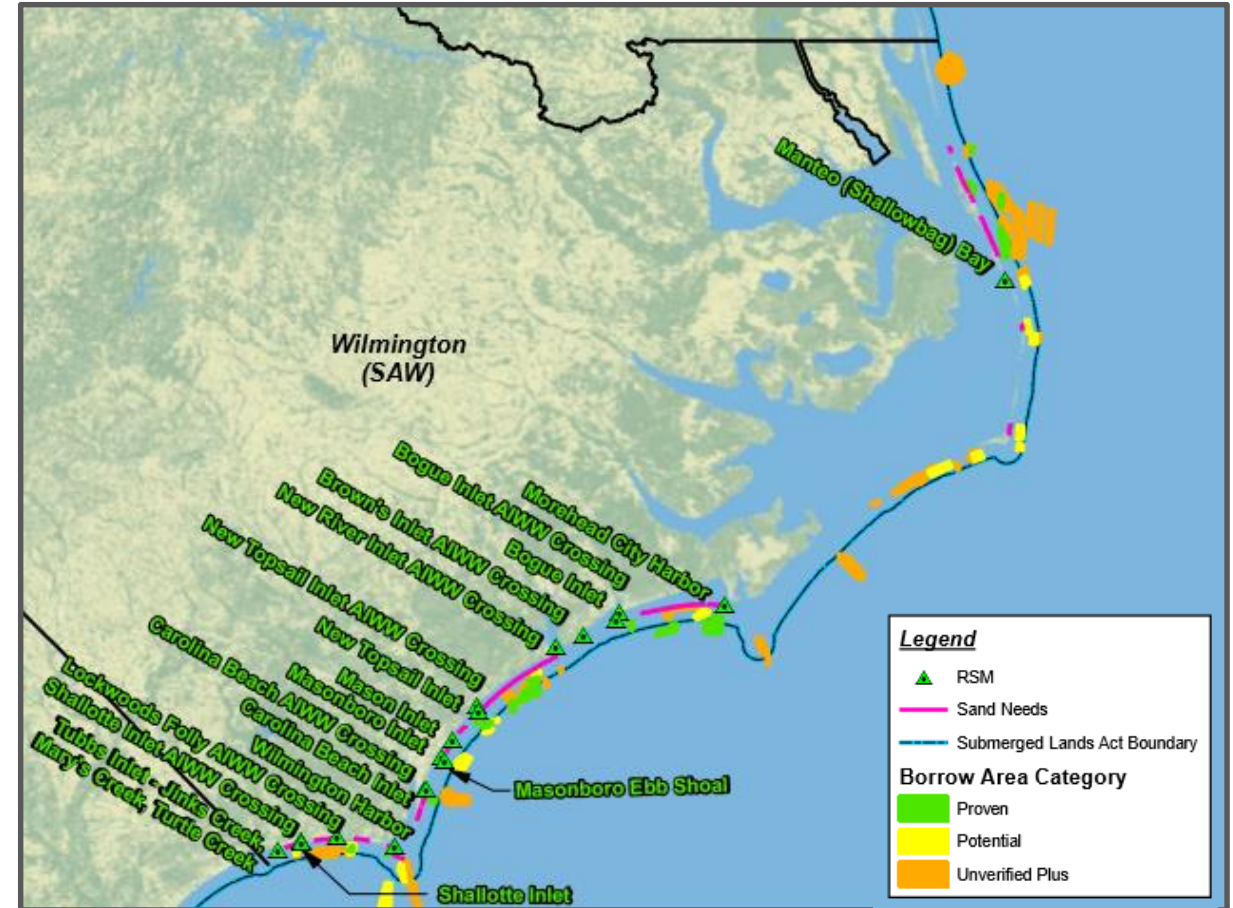


- **Activities during Q2**

- Completed availability and needs assessment
- In-house technical workshop: 28 May
- District stakeholder workshops: (available at: <ftp.taylorengineering.com>; SANDWorkShops; HappySand)
 - Savannah – 8 June
 - Charleston – 9 June
 - Wilmington – 11 June
 - Jacksonville – 16 June
 - Mobile – 17 June

- **Upcoming activities**

- Final data input: 3 July
- Finalize database and write report
- Project complete: end of October



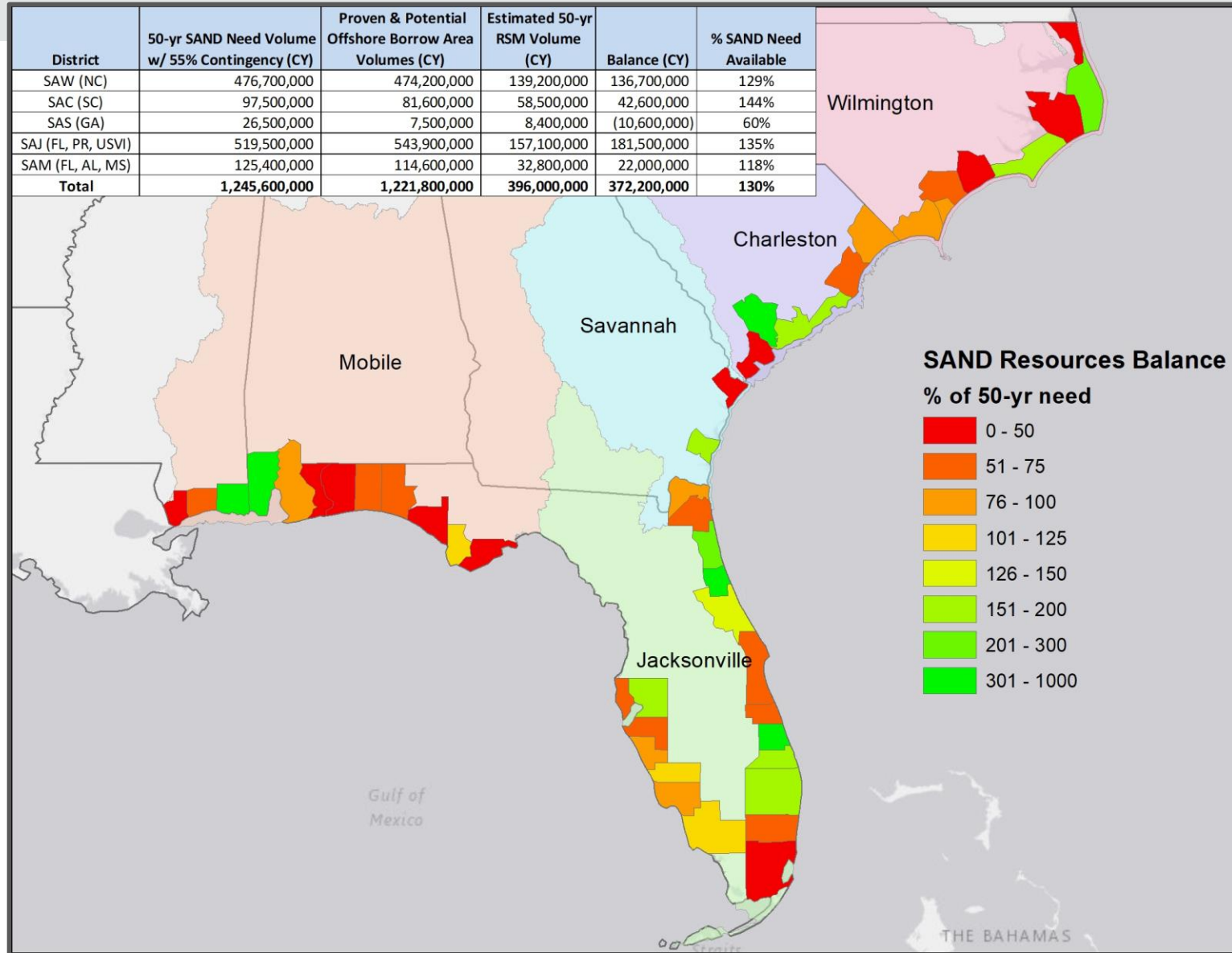


SAND Preliminary Results



- **Highlights**

- > 1.2 billion CY need in South Atlantic Division for next 50 years
- All states except GA currently have availability to meet needs
- All states have areas with significant sediment deficits
 - Most of NC
 - South Florida
 - Florida Panhandle

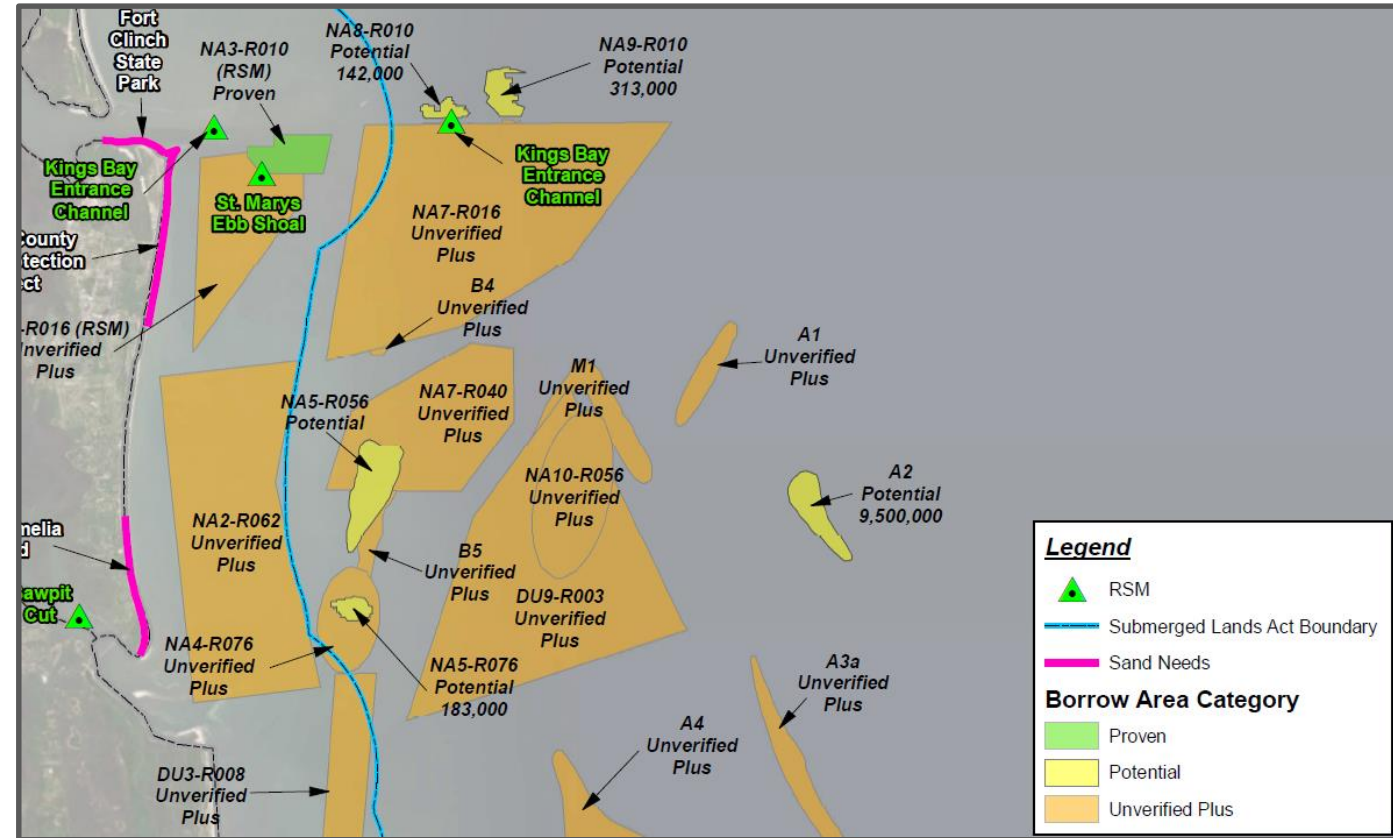




SAND Preliminary Recommendations and Next Steps



- **Investigate Unverified Plus sites for areas with sand deficits**
 - Resource areas hypothesized to exist based on limited data
- **Innovate to reduce contingency factor**
 - 55%: borrow area inefficiencies, dredging losses, future project performance including sea level rise impacts
- **Utilize flexibility in state regulations**
 - Nearshore placement
 - Beneficial use

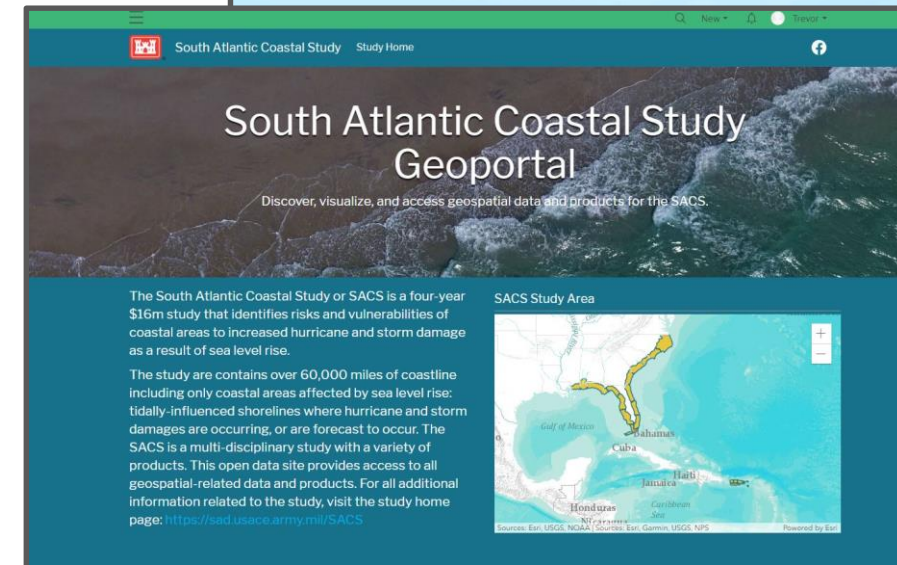
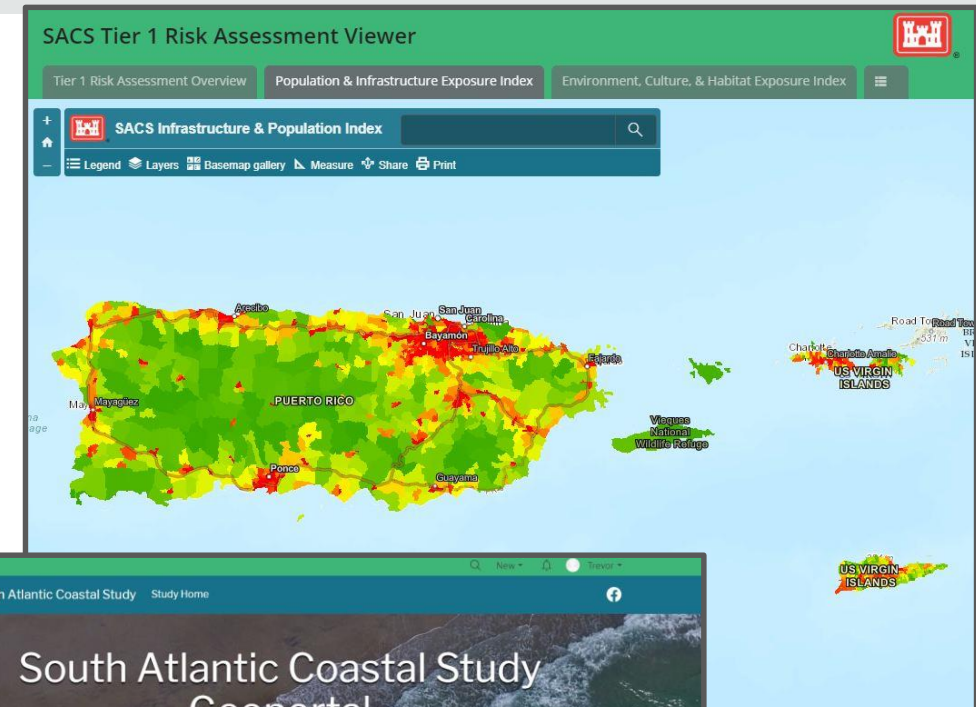


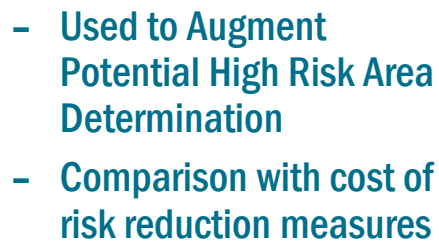


SACS Geospatial Update



- **Complete**
 - Tier 1 Risk Assessment – Puerto Rico & USVI →
- **In-Progress**
 - Tier 1 Risk Assessment Download Web Application
 - HAZUS Web Application
 - SACS OpenData Site →
 - State and Territory Appendix Web Applications
 - Environmental Vulnerability Analysis





- **Suite of risk reduction options considering:**

- Hazard Conditions
 - Inundation
 - Wave Attack
 - Erosion
- Shoreline Conditions
 - Exposure to Wave & Tidal Energy
 - Shoreline substrate, shape, slope,
 - Development
 - Coastal Wetlands
- Exposure – What do we want to reduce risk to?

- **Risk Reduction Philosophy**

- Retreat & Adapt
- Shoreline Restoration
- Shoreline Stabilization
- Shoreline Armoring

- **Cost Considerations**

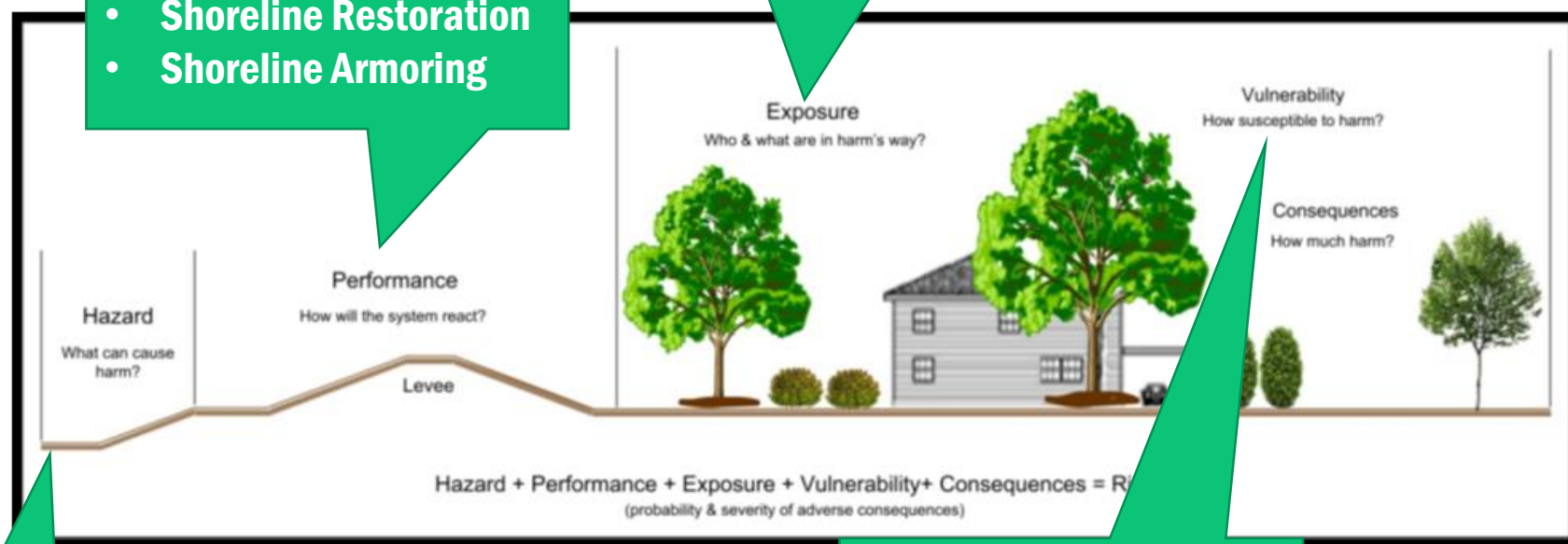
- Regional Location
- Uncertainty

Manage the Hazard:

- Shoreline Stabilization
- Shoreline Restoration
- Shoreline Armoring

Reduce the Exposure:

- Retreat
- Buyout / Acquisition



**Inundation,
Wave Attack,
Erosion**

Adapt to the Hazard:

- Asset Elevation
- Wet Flood Proofing
- Dry Flood Proofing



MCL & Damage Estimation Present & Future Activities



• Present

- QC Review of MCL
- Completion of MCL & FADE technical write-ups

• Near Future Considerations

- Linkage of \$ damage risk & shoreline types
- Linkage of MCL & shoreline types
- Finalization of MCL by Contractor

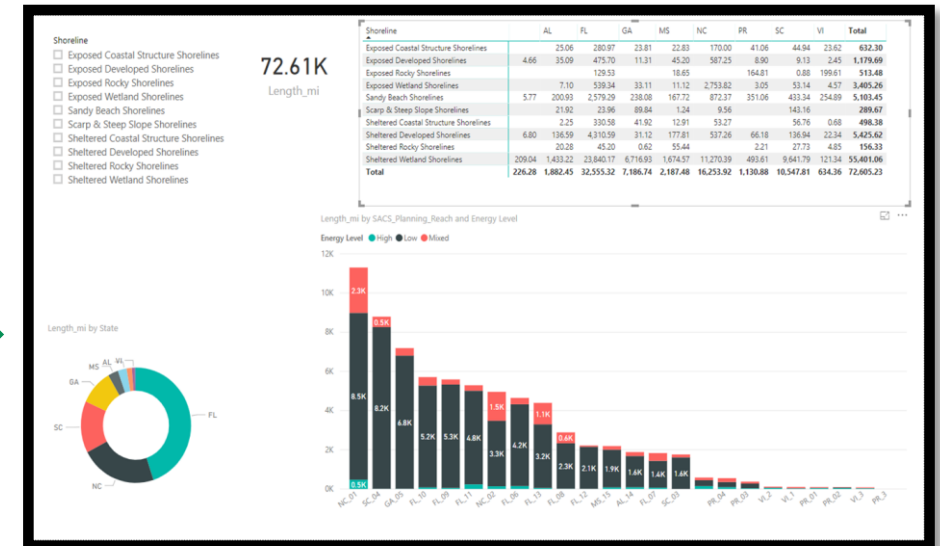
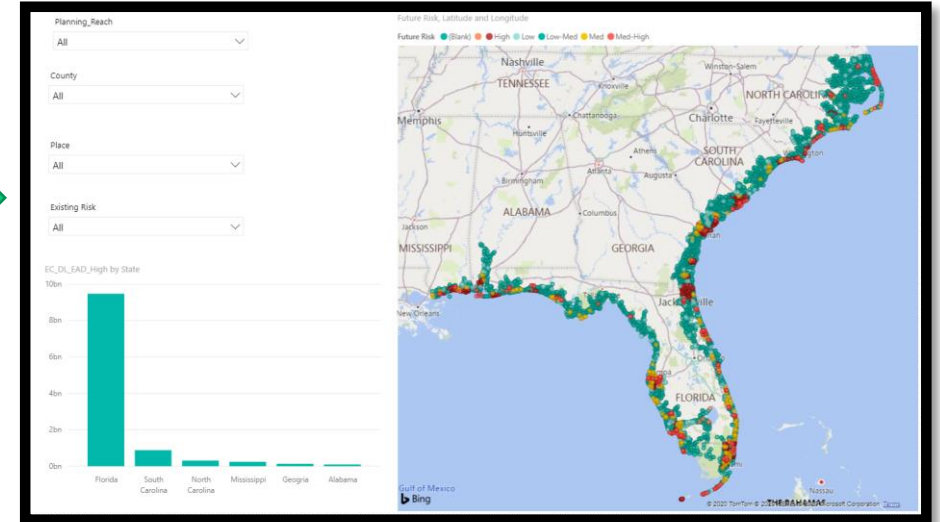
• Future Considerations

- Development of data model linking components of Tier-2 economic risk assessment & measures
- Development of web-tools for public access

Distribution of
Economic Risk over
Space

MCL Unit
Cost Range
by
Planning
Reach

Distribution of
Shoreline Type &
Exposure to Wave &
Tidal Energy



Working Today to Build a Better Tomorrow



State & Territory Appendices – High Risk Locations



- Summary tables of high risk locations based on Tier 1 and Tier 2.
- Include factors indicating potential high risk.
- Environmental and cultural resource considerations to be added.
- Example DRAFT table excerpted from northeast Florida (all locations not shown).

Northeast Florida (FL_06) High Risk Locations		Tier 1		Tier 2					
		Tier 1 Risk Assessment		Hazard (Level 1)				FDEP Critically Eroded Area	
		Hazard is inundation. Exposure is composed of population, infrastructure, environmental and cultural resources, habitat, and social vulnerability.		Hazard is inundation. Exposure is composed of infrastructure.				Hazard is erosion. Exposure is composed of infrastructure, recreational resources, wildlife habitat, and cultural resources.	
County	Census Place or Location Name	Identified as Existing High Risk Location	Identified as Future High Risk Location	Existing Infrastructure Damage (\$)	Damage Rating	Future Infrastructure Damage (\$)	Damage Rating	Identified as FDEP Critically Eroded Area	FDEP Range Monuments
Clay	Oakleaf Plantation	X	X	\$5,000	Low	\$67,000	Low		
Clay	Fleming Island	X	X	\$17,699,000	Med	\$44,639,000	Med-High		
Flagler	Beverly Beach			\$491,000	Low	\$1,223,000	Low	X	R065.2-R067
Flagler	Marineland		X	\$20,000	Low	\$58,000	Low	X	R001-R004
Flagler	Hammock			\$3,441,000	Low-Med	\$12,119,000	Med		
Duval	Jacksonville Beach	X	X	\$9,476,000	Low-Med	\$33,051,000	Med	X	R59-R080
Duval	Atlantic Beach	X	X	\$5,642,000	Low-Med	\$22,218,000	Med	X	R39-R53
St. Johns	Palm Valley	X	X	\$70,579,000	Med-High	\$135,750,000	High		
Volusia	Daytona Beach	X	X	\$11,573,000	Low-Med	\$44,472,000	Med-High	X	R066.5-R093
Volusia	Ormond Beach	X	X	\$7,472,000	Low-Med	\$34,032,000	Med-High	X	R057-R066.5
Duval	Neptune Beach	X	X	\$3,194,000	Low	\$12,491,000	Low-Med	X	R53-R59
Flagler	Flagler Beach	X	X	\$6,608,000	Low-Med	\$13,024,000	Low-Med	X	R067-R070
Flagler	Fox Cut back bay			\$12,399,000	Med	\$25,258,000	Med-High		



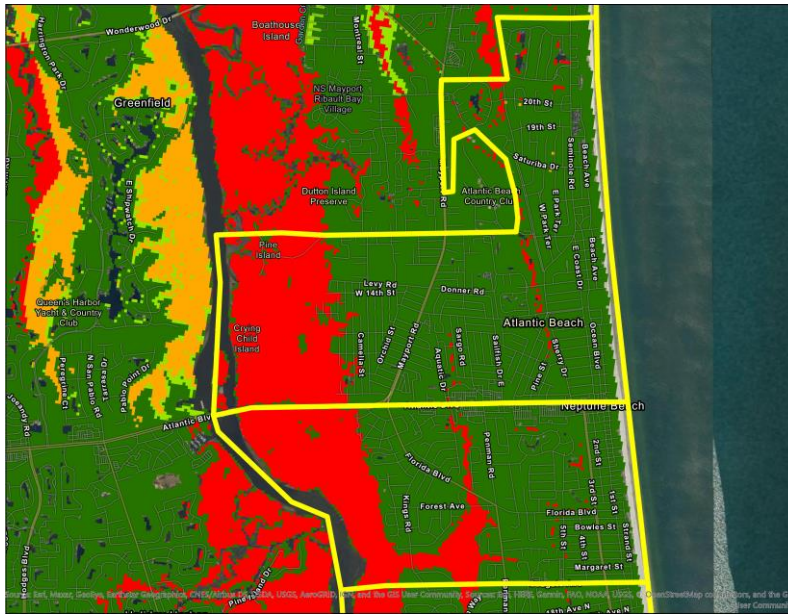
State & Territory Appendices – High Risk Locations



Tier 1 Potential High Risk Location Thresholds

- **med-high and/or high potential risk (amber and red colors):**
 - cover at least 50 acres and
 - cover at least 0.5% of census place

Tier 1 Composite Risk overlain with US census place boundaries



Tier 1 Risk Assessment		Hazard
Hazard is inundation. Exposure is composed of population, infrastructure, environmental and cultural resources, habitat, and social vulnerability.		Hazard
Identified as Existing High Risk Location	Identified as Future High Risk Location	Exposure
X	X	
X	X	
	X	
X	X	
X	X	

WORKING DRAFT



State & Territory Appendices – High Risk Locations



- **Tier 2**

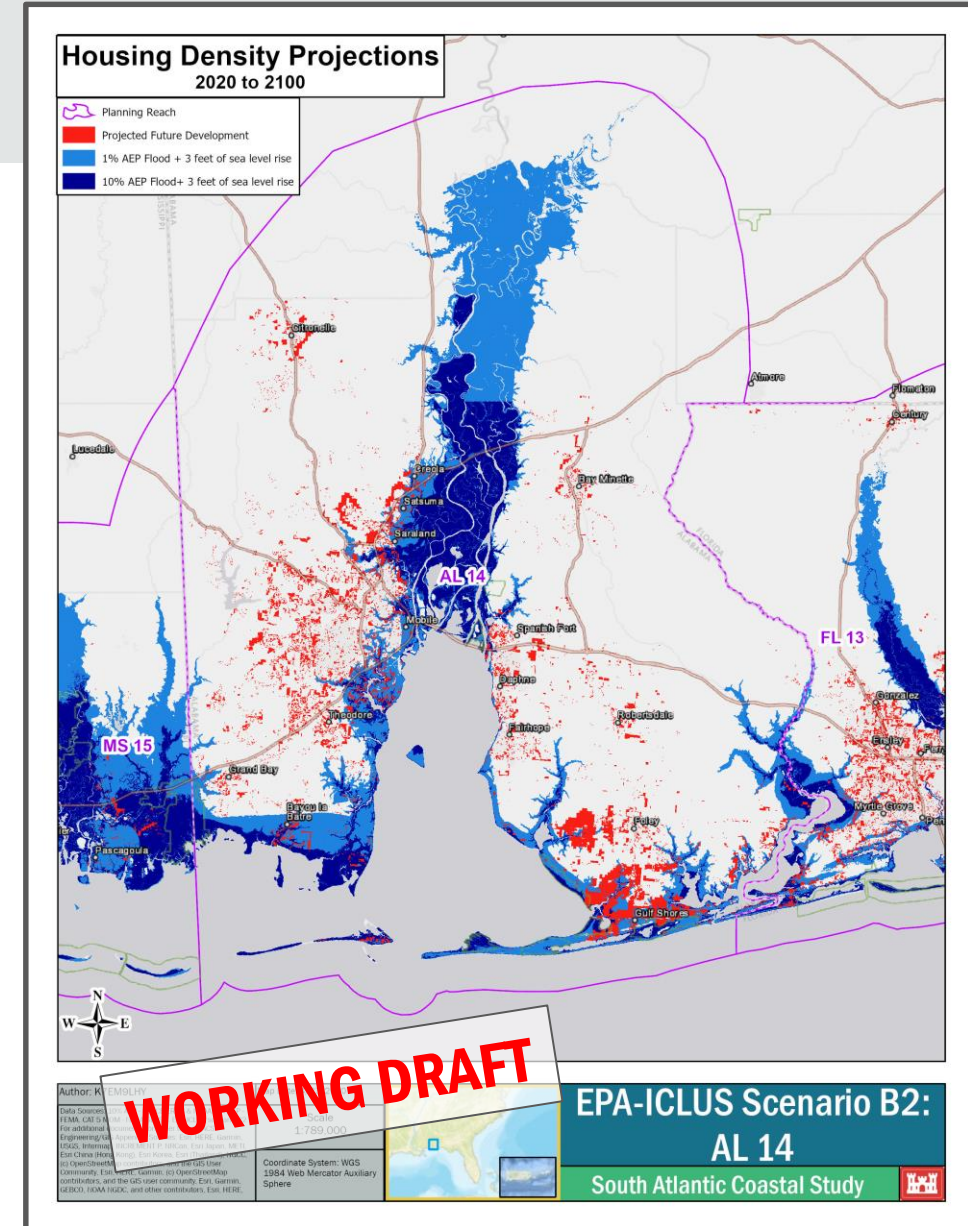
- Tier 2 data added detail and/or additional high risk areas.
- Hazus data provided for entire SACS study area.
- Other state/territory-specific data included.

Tier 2					
Hazus (Level 1)				FDEP Critically Eroded Area	
Hazard is inundation. Exposure is composed of infrastructure. WORKING DRAFT				Hazard is erosion. Exposure is composed of infrastructure, recreational resources, wildlife habitat, and cultural resources.	
Existing Infrastructure Damage (\$)	Damage Rating	Future Infrastructure Damage (\$)	Damage Rating	Identified as FDEP Critically Eroded Area	FDEP Range Monuments
▼	▼	▼	▼	▼	▼
\$5,000	Low	\$67,000	Low		
\$17,699,000	Med	\$44,639,000	Med-High		
\$491,000	Low	\$1,223,000	Low	X	R065.2-R067
\$20,000	Low	\$58,000	Low	X	R001-R004
\$3,441,000	Low-Med	\$12,119,000	Med		



State Appendices – ICLUS Development Projections and Future Inundation

- ICLUS residential housing density development increases through 2100 are compared with the 1% AEP and 10% AEP storm surge plus 3' of SLR. (Continental U.S.)
- Useful for general planning purposes to identify locations where areas of potential future development overlap future storm surge inundation.
- NOTE: ICLUS data was computed at a national level and does not include all local land use or planning/development considerations.





Focus Area Action Strategies (FAAS)

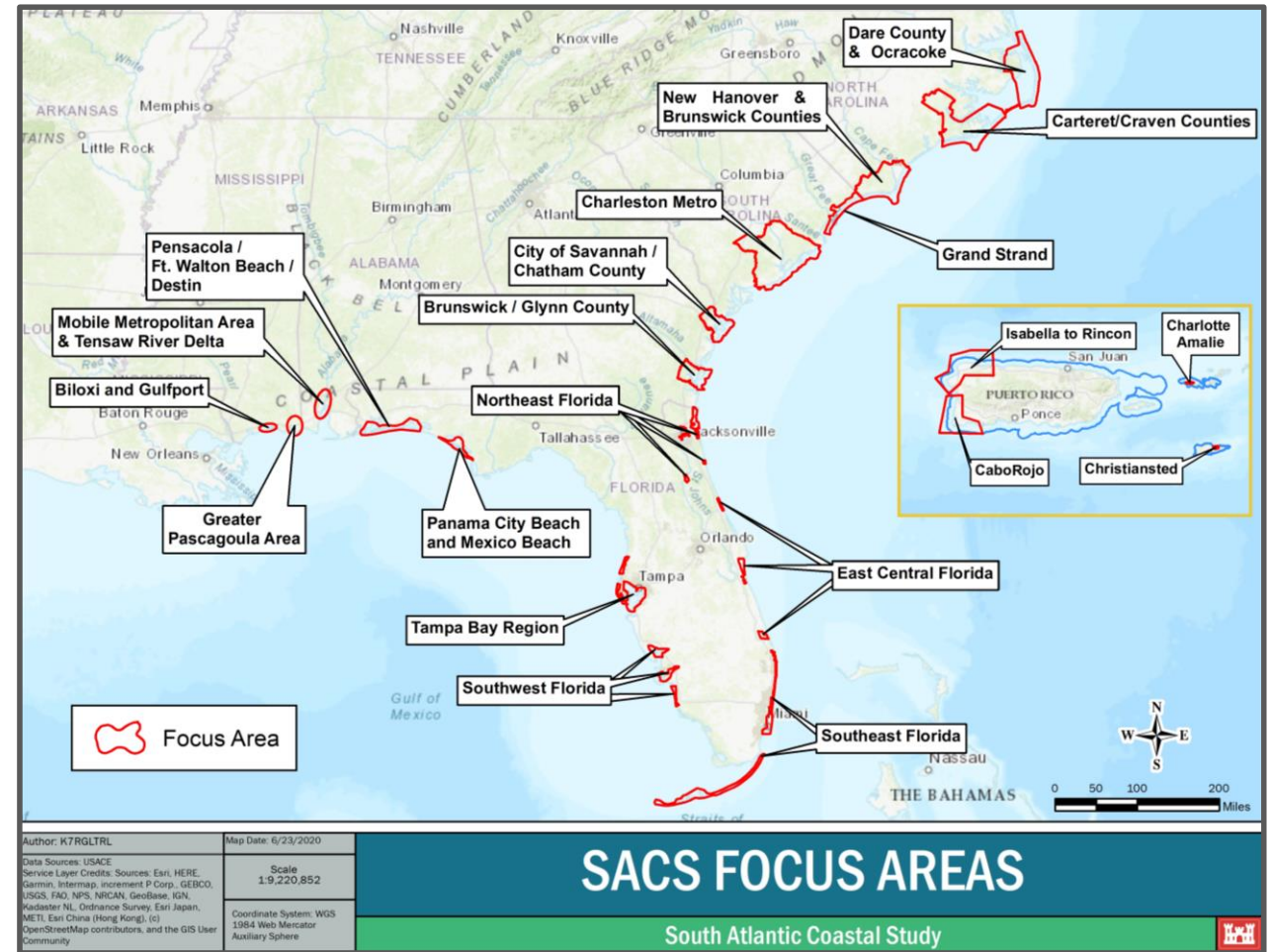


- **Focus Areas:**

- Geographic areas of identified high risk based on Tier 1 Assessment and input from stakeholders at 2019 Field Workshops
- At least one per state/territory

- **FAAS:**

- Actionable risk reduction strategies developed with stakeholders using SACS products and other resources
- Will serve as examples of how vulnerabilities in other high-risk locations can be addressed





FAAS Workshop Schedule



FAAS Workshops will consist of three webinars per focus area:

July 6 -17

1. Kick-Off (90 mins)

- **Focus Area Details**
- **Shared Vision Statement for Focus Area**
- **Preparation for Strategy Development Workshop**

August

2. Strategy Development Workshop (3-4 hours)

- **Step through Framework**
- **Review Tier 2 Results**
- **Develop Action Strategies**

Sept/Oct

3. Wrap-up (1 hour)

- **Go over actions and input into overall strategy**
- **Gather input before finalization**



Final U.S. Fish and Wildlife Service SACS Planning Aid Report, April 2020

- State-by-state descriptions of national wildlife refuges and biological resources and habitats vulnerable to sea level rise and storm activity in the SACS study area
- Adaptation strategies added to final report
- Information from the report will be used in SACS state appendices and in the SACS environmental assessment
- Report located on SACS website at <https://www.sad.usace.army.mil/SACS/>



Southeast region USFWS refuge properties and military installations within SACS boundary (peninsular FL)



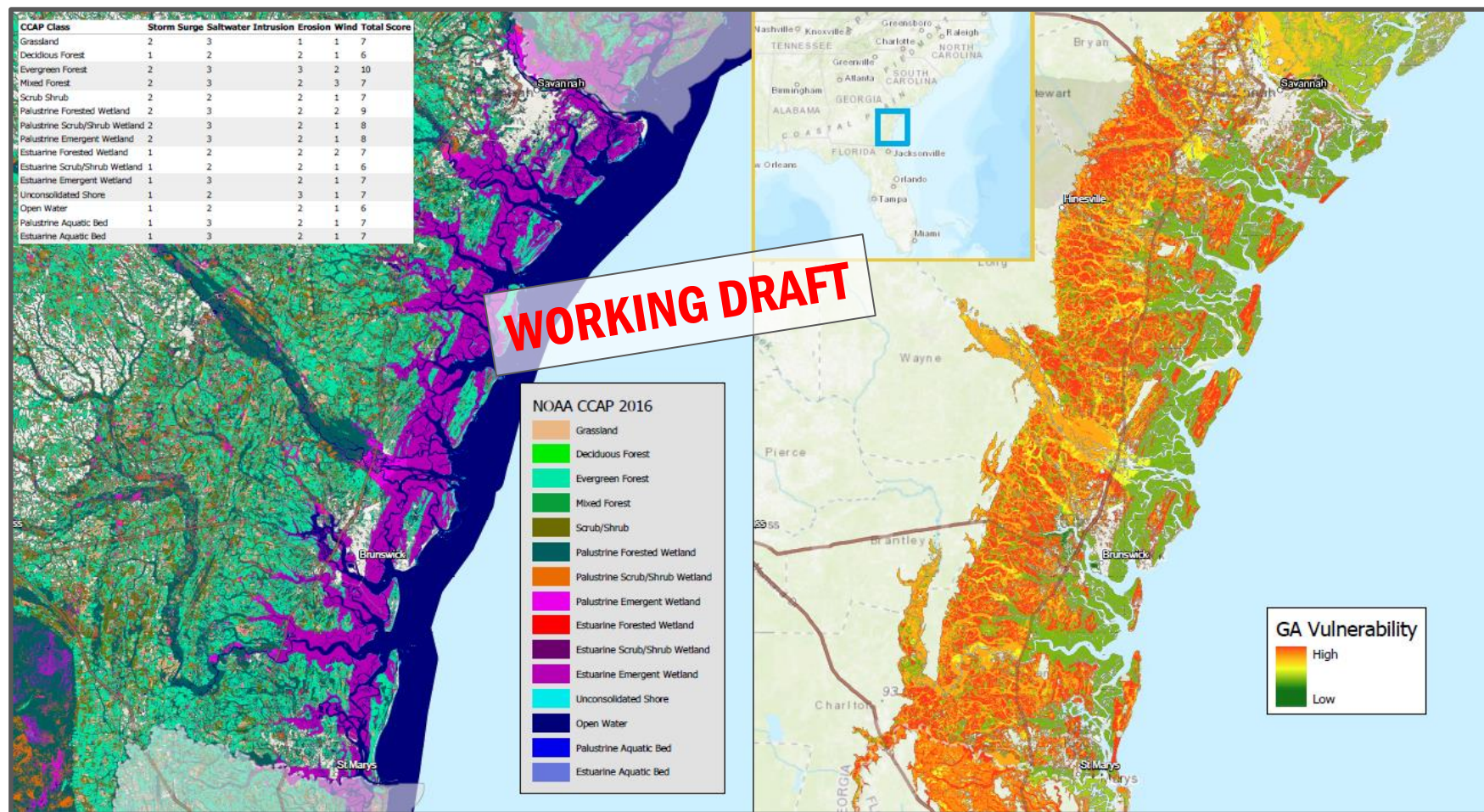
Final U.S. Fish and Wildlife Service SACS Planning Aid Report, April 2020

Adaptations for Resilience



- Winyah-Sewee Conservation and Resiliency Planning Project recommendations include expansion and connection of protected areas at the Cape Romain National Wildlife Refuge (NWR).
- Research and monitoring of the mangrove ecosystem at the J.N. “Ding” Darling NWR to identify changes resulting from sea level rise and whether mangroves are adapting to the changes.
- Partnership between the USFWS, The Conservation Fund and the Alabama Department of Conservation and Natural Resources to add 470 acres of coastal habitat to the Bon Secour NWR that were under threat to development.

- Purpose is to identify natural areas at risk to increased coastal storm damages as a result of sea level rise and to develop risk-reduction strategies for the high-risk areas
- Scored vulnerability of natural areas to coastal storm hazards
- Currently in process of assessing vulnerability maps and identifying high-risk natural areas



DRAFT Environmental Vulnerability Map - Georgia



SACS Cultural Resources Assessment

- Qualitative analysis to identify cultural and archeological resources at risk to increased coastal storm damages as a result of sea level rise.

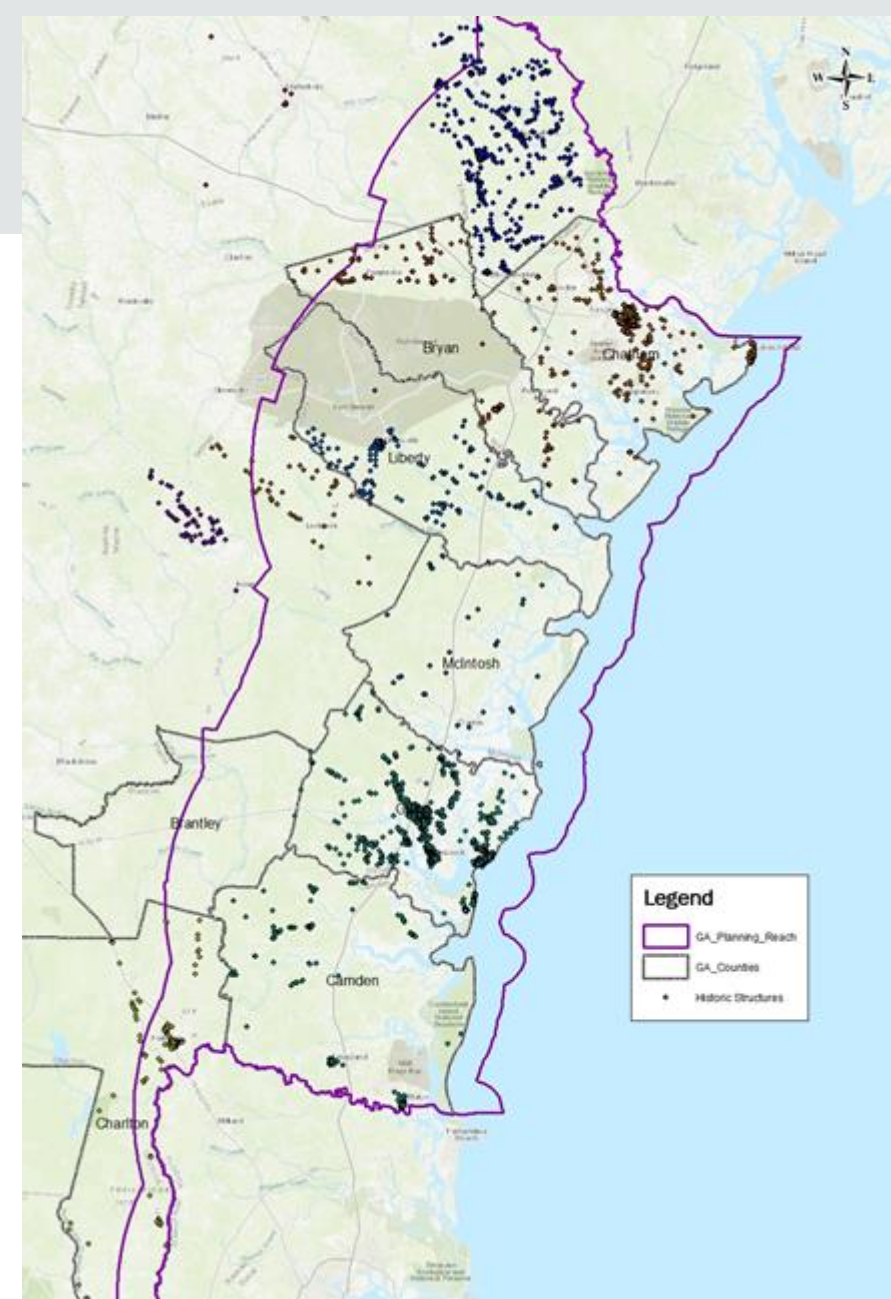
Example Findings:

❖ Guana Tolomato Matanzas National Estuarine Research Reserve and Fort Matanzas sites at risk to erosion:

- 61 recorded archeological sites
- Minorcan Well and other archaeological resources adjacent to the Tolomato River
- Fort Matanzas National Monument

❖ Sapelo Island, GA

- Culturally-significant Hog Hammock Community located at a low elevation on the south side of the island is susceptible to flooding from coastal storm surges that will worsen with sea level rise.



Historic Resources recorded in Georgia's Natural, Archaeological and Historic Resources GIS database located in Georgia Reach 05



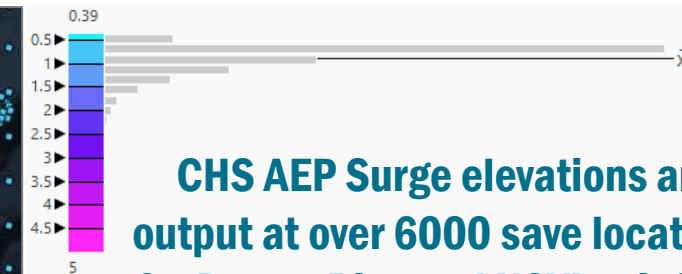


PCHA - Coastal Hazard System Puerto Rico / USVI



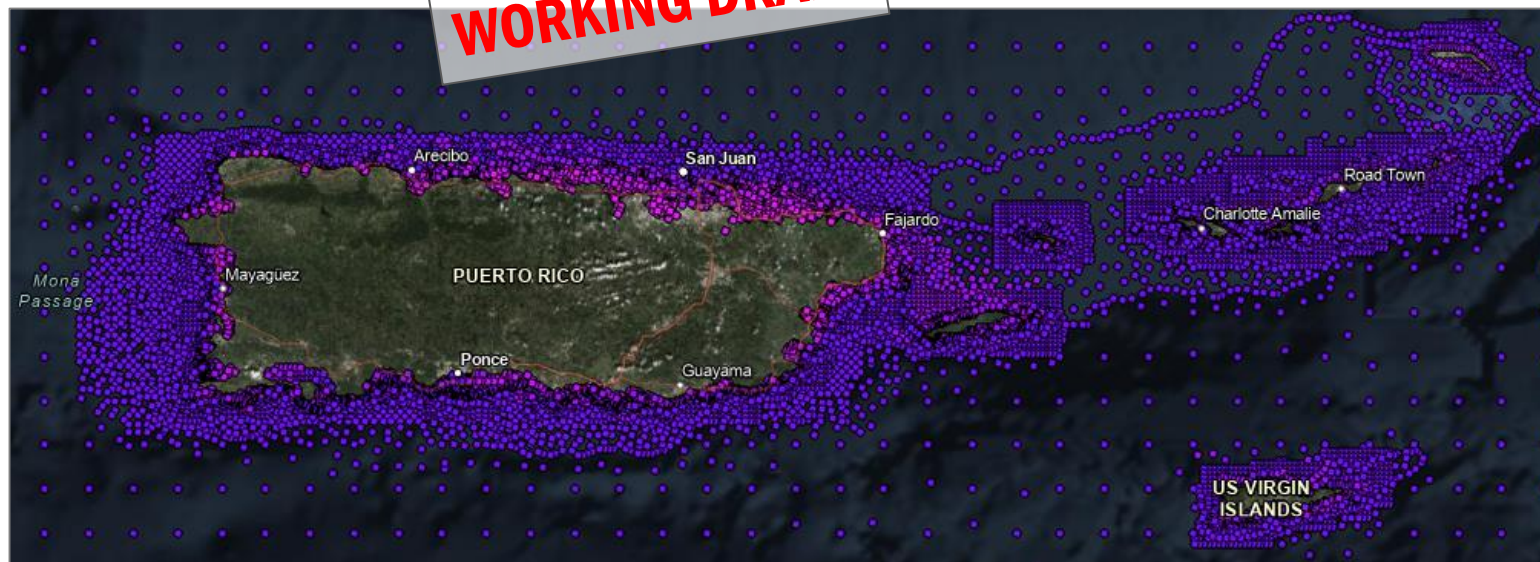
100-yr
Storm
WSE (m)

- ≤ 0.5
- ≤ 1.0
- ≤ 1.5
- ≤ 2.0
- ≤ 2.5
- ≤ 3.0
- ≤ 3.5
- ≤ 4.0
- ≤ 4.5
- ≤ 5.0



CHS AEP Surge elevations are output at over 6000 save locations for Puerto Rico and USVI to inform future studies of expected WSEs under SLR conditions

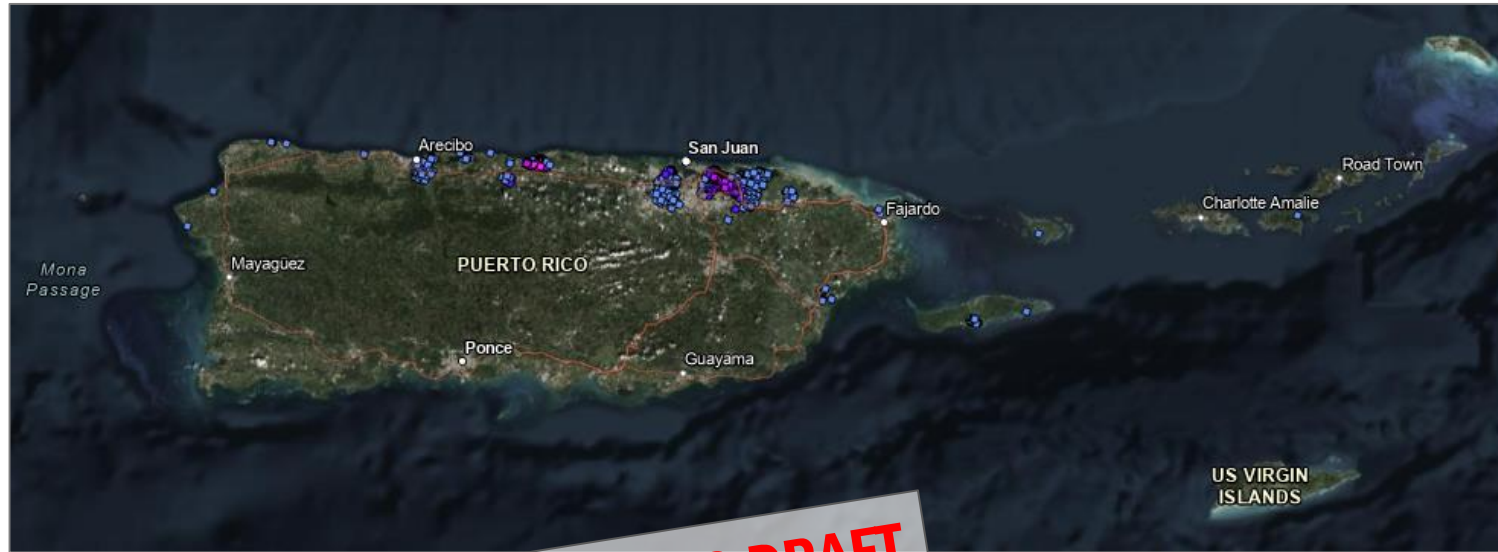
Under Present Day conditions, the median surge elevation for save locations in PR and USVI is approximately 1 meter. Under 2.13 meters of SLR (USACE High @ 2120), the median surge elevation increases to just under 3 meters.



Working Today to Build a Better Tomorrow



PCHA - Coastal Hazard System Puerto Rico / USVI

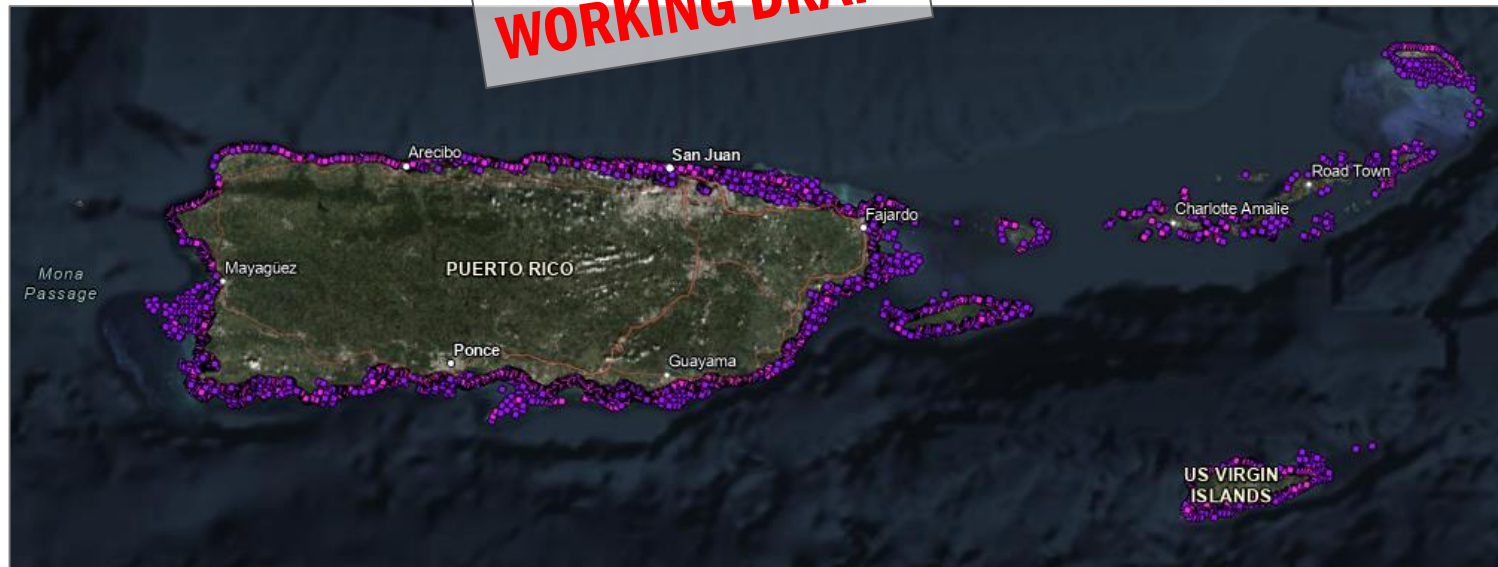


Additional 100-yr Storm Surge
(100 yr WSE SLC_2 - 100yr WSE present - 2.1 ft SLR (m))

D_100_SLC_2_0_min_eus

- ≤0.25
- ≤0.50
- ≤0.75
- ≤1.00
- ≤1.25

Amplification of storm surge will exist along the North Coast of Puerto Rico and in some areas of STT and STJ in excess of additional inundation due to SLC, alone.



Increase Hs
(100 yr Hs SLC_2 - 100yr Hs existing (m))

DEL_Hs_2_0

- ≤0.27
- ≤0.66
- ≤1.08
- ≤3.82

Under Future SLC conditions (USACE High Curve @ 2120) Storm wave heights will increase in excess of 1 meter island-wide for Puerto Rico and USVI



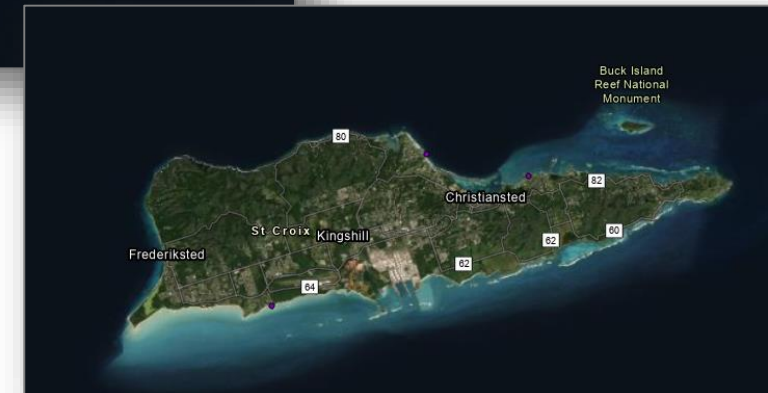
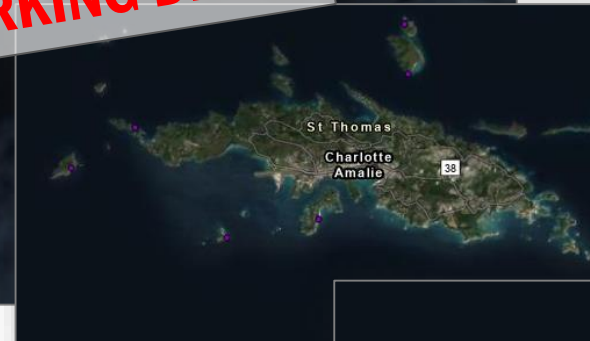
PCHA - Coastal Hazard System Puerto Rico / USVI



Delta H_s^2
(100 yr H_s^2 SLC_2 -
100 yr H_s^2 existing) m^2

DEL_HE_2_0

- ≤ 2.9
- ≤ 5.8
- ≤ 8.8
- ≤ 11.7
- ≤ 14.6

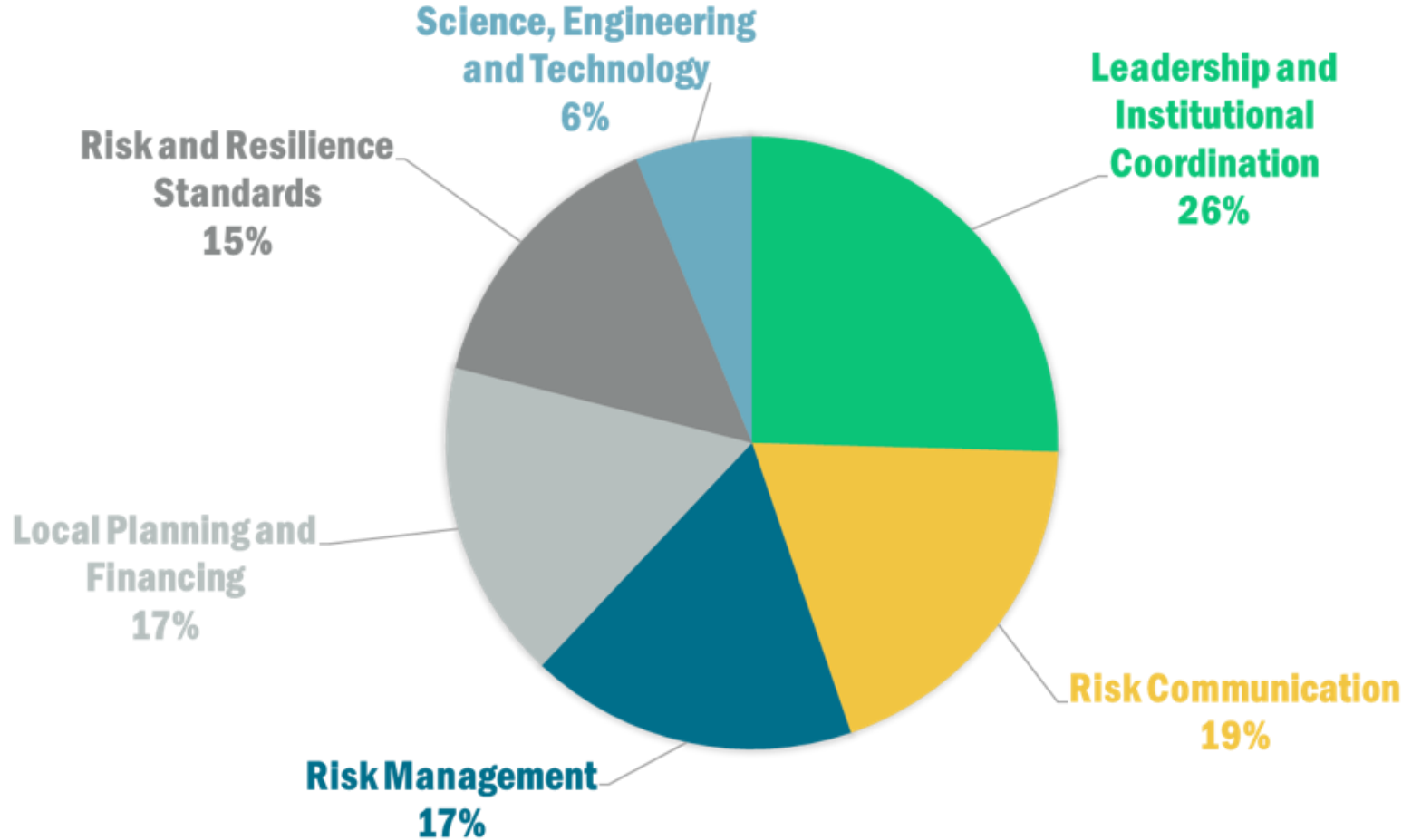


Examination of the difference in wave energy ($\propto H^2$) from the Present Day 100-Year Significant Wave Height to the Future with SLR (USACE High Curve at 2120 = 2.13 m) shows that the northern coast of Puerto Rico, from Carolina west through the Rincon Region as well as the South Eastern portion of PR will be exposed to a significant increase in Wave Energy. Similarly, there are regions throughout STT and STJ that will be subject to significant increases in wave energy under Sea Level Rise.

Working Today to Build a Better Tomorrow



Institutional and Other Barriers Report

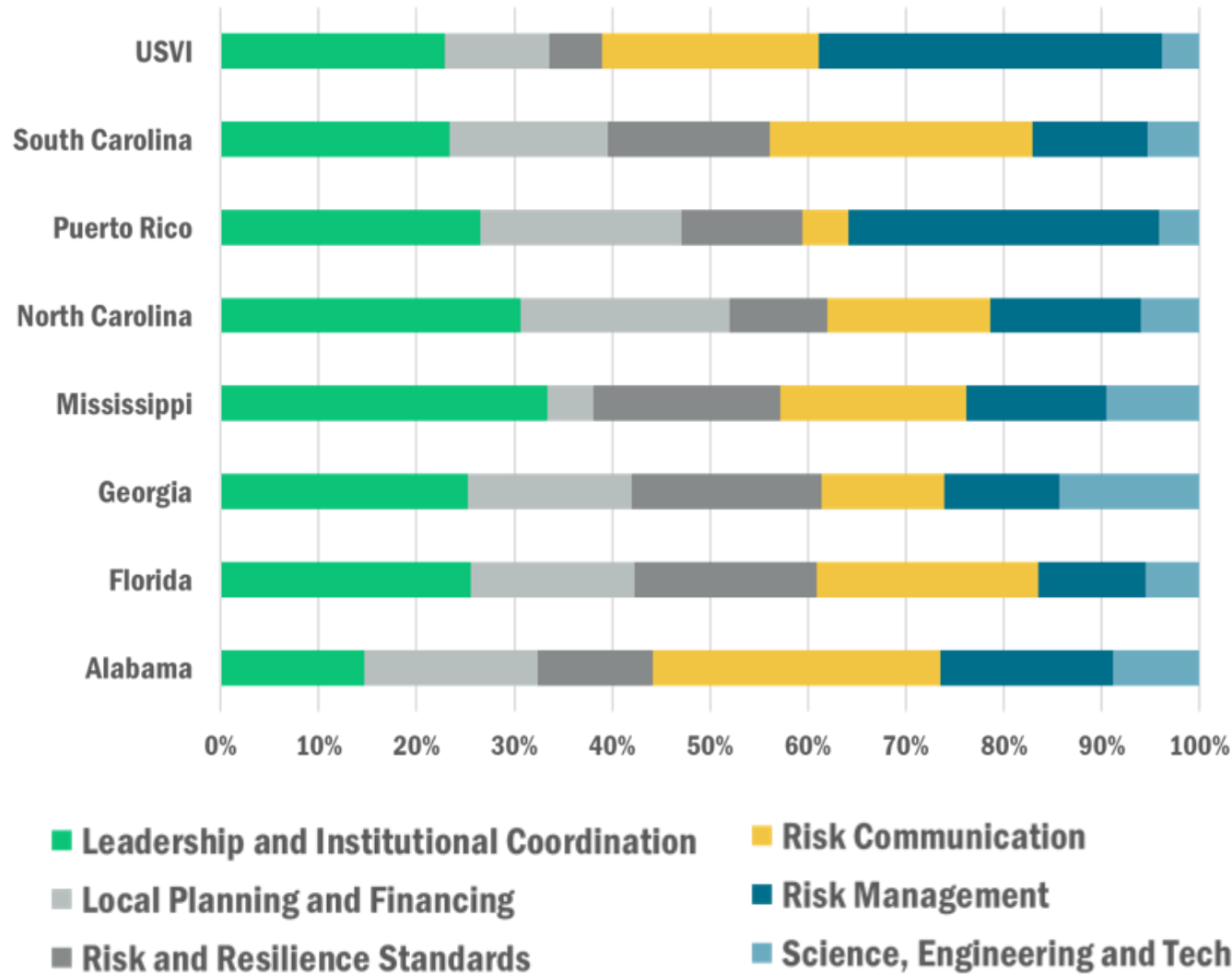


Top 5 Identified Sub-Themes

- Need for coordination and leadership at all levels
- Lack of funding
- Lack of political will to make hard decisions about long-term solutions
- Lack of capacity and capability at the local/state level
- Public acceptability of risk management measures



Institutional and Other Barriers Report



Top 5 Stakeholder Recommendations to Address Barriers

- Impose stricter building/development requirements
- Provide dedicated and continuous proactive funding for pre-disaster, mitigation projects
- Update codes and standards to account for climate change
- Enforce the existing regulations already in place
- Floodplain management policies should be strengthened



District Updates



Wilmington District Update (North Carolina)

Brennan.J.Dooley@usace.army.mil

Working Today to Build a Better Tomorrow



Wilmington District Update

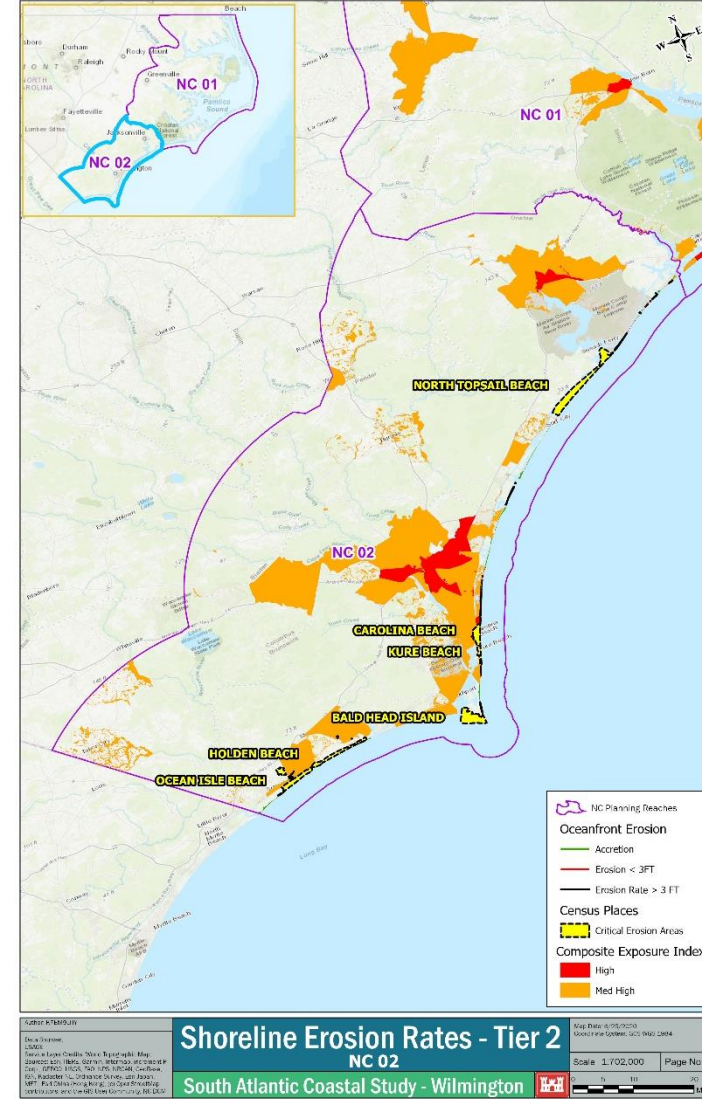


STATUS:

- **Sept 2019 – Stakeholder Workshop Meetings**
- **Nov 2019 – Drafted Focus Areas**
- **Dec 2019 – Drafted Tier 1 Risk Analysis**
- **Mar 2020 – Drafted Tier 2 Risk Analysis**
- **Jun 2020 – Revised Draft State Appendix**
- **Jun 2020 – SAND Stakeholder Workshop**

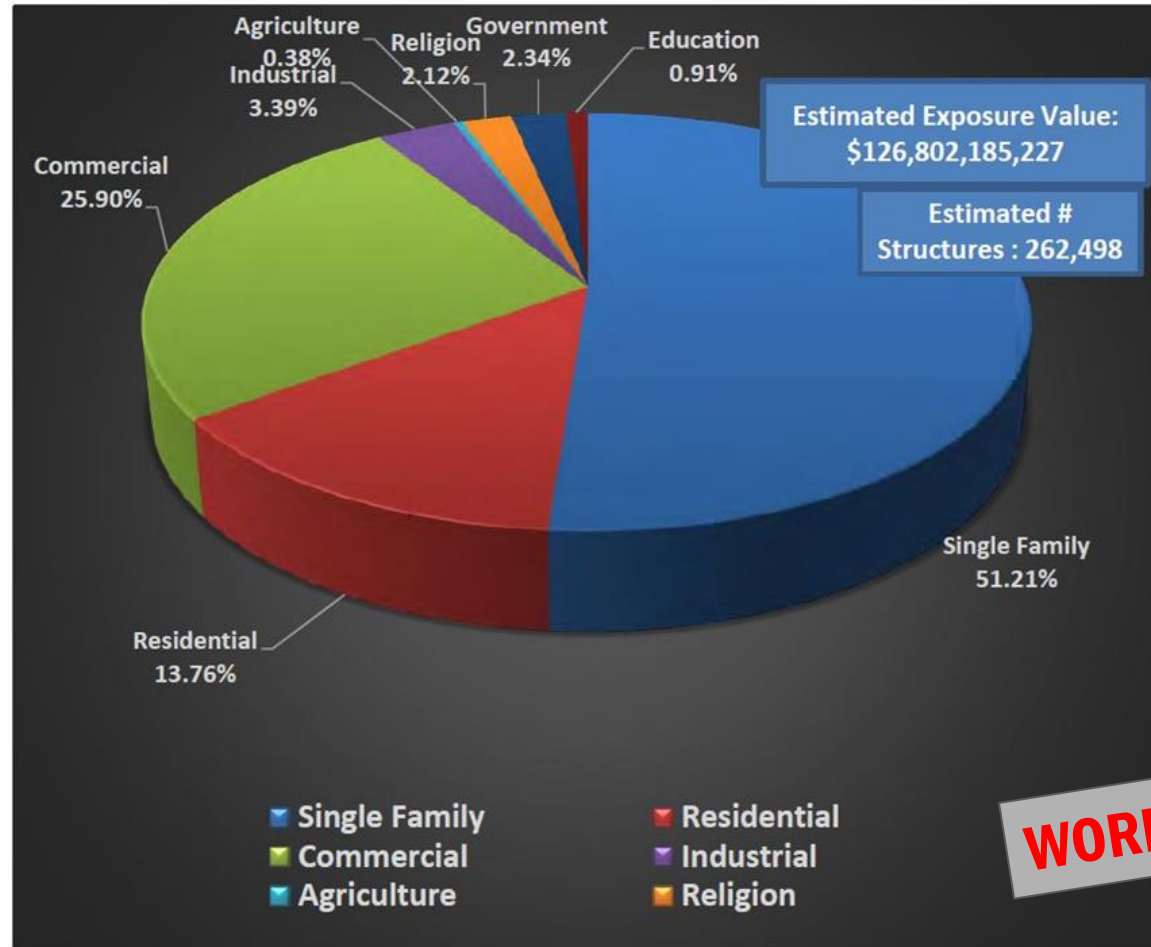
WAY AHEAD:

- **Tier 2 – Evaluate vulnerable environmental and cultural resources with federal and state agencies**
- **Focus Area Action Strategies Meetings (3)**
 - **Dare County / Outer Banks– July 15, 2020**
 - **Carteret / Craven Counties – July 16, 2020**
 - **New Hanover / Brunswick Counties - July 17, 2020**

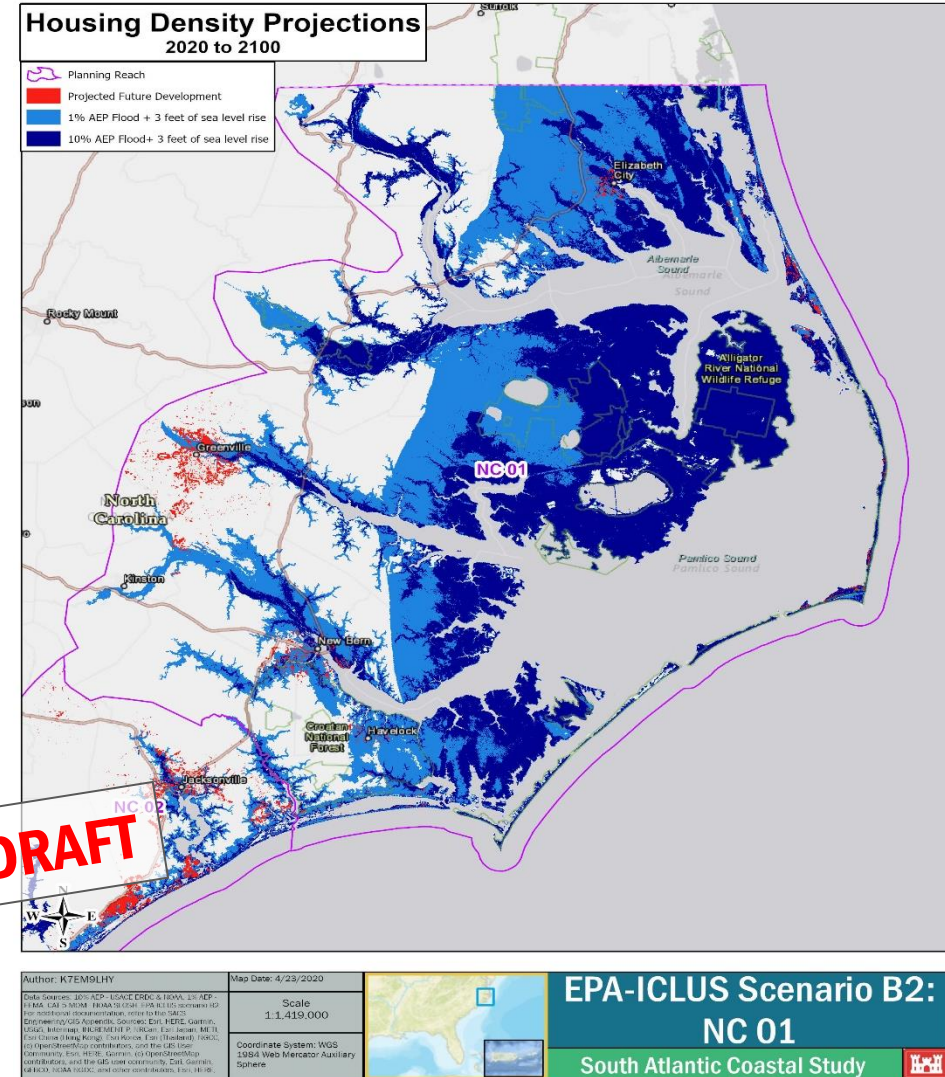




Wilmington District Update



(NSI data)



Working Today to Build a Better Tomorrow



Charleston District Update (South Carolina)

Diane.Perkins@usace.army.mil

Working Today to Build a Better Tomorrow



Charleston District Update



Tier 1, Status: T1 draft

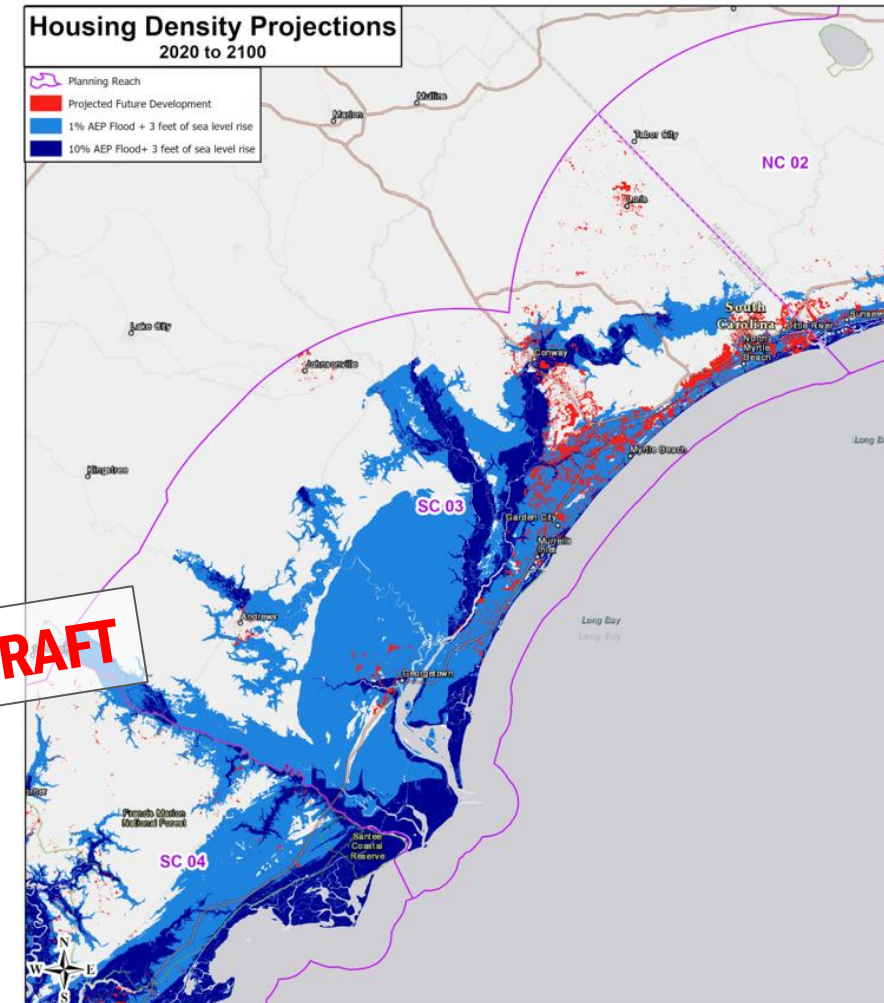
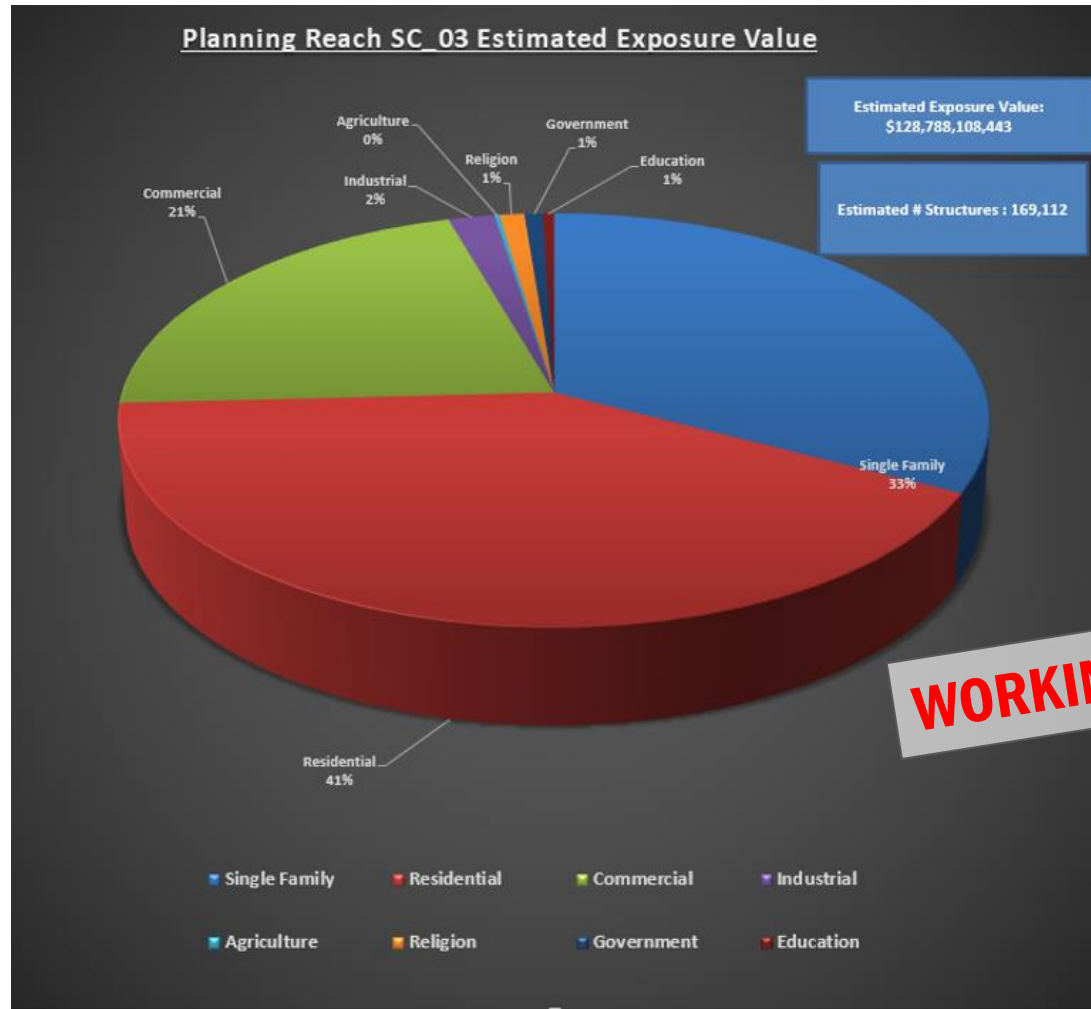
South Carolina High Risk Locations			Tier:	Tier 1		Tier 2			
			Method:	Tier 1 Risk Assessment		Hazus (Level 1)			SCDHEC
				Hazard is inundation. Exposure is composed of population, infrastructure, environmental and cultural resources, habitat, and social vulnerability.		Hazard is inundation. Exposure is composed of infrastructure.			Source: Erosion Reports for State Beachfront Jurisdictional Lines
SACS Planning Reach	County	Census Place or Location Name	State	Identified as Existing High Risk Location	Identified as Future High Risk Location	Damage (\$)	Damage Rating	Future Infrastructure Damage (\$)	Erosion Greater than 5 FT/YR
NUMBER OF HIGH RISK PLACES ID'D IN TIER 1 ANALYSES									
32 Tier 1 Existing Med-High to High Risk									
3 Tier 1 Additional Future Med-High to High Risk									
35 Tier 1 ALONE SUBTOTAL/TOTAL									
SC_04	Beaufort	Hilton Head Island	SC			\$313,723,000	High		x
SC_04	Beaufort	Port Royal	SC			\$21,752,000	Med-High		
SC_04	Beaufort	Beaufort	SC			\$14,811,000	Med		
SC_04	Berkeley	Hanahan	SC			\$9,925,000	Med		
SC_04	Charleston	Mount Pleasant	SC			\$300,038,000	High		
SC_04	Charleston	Charleston	SC			\$349,472,000	High		
SC_04	Charleston	North Charleston	SC	X	X	\$21,868,000	Med-High	\$47,461,000	High
SC_04	Charleston	Folly Beach	SC	X	X	\$16,848,000	Med	\$30,140,000	Med-High
SC_04	Charleston	Sullivan's Island	SC	X	X	\$6,600,000	Low-Med	\$15,440,000	Med
SC_04	Charleston	Isle of Palms	SC	X	X	\$6,284,000	Low-Med	\$26,410,000	Med-High
SC_04	Charleston	James Island	SC	X	X	\$9,444,000	Med	\$28,913,000	Med-High
SC_03	Georgetown	Murrells Inlet	SC	X	X	\$6,095,000	Low-Med	\$12,824,000	Med
SC_03	Georgetown	Georgetown	SC	X	X	\$2,300,000	Low	\$9,407,000	Med
SC_03	Georgetown	Litchfield / Pawleys / Debordieu	SC	n/a	n/a	\$36,237	Med-High	\$76,572	High
SC_03	Horry	North Myrtle Beach	SC	X	X	\$30,340,000	High	\$55,423,000	High
SC_03	Horry	Garden City	SC	X	X	\$6,900,000	Low-Med	\$16,183,000	Med
SC_03	Horry	Socastee	SC	X	X	\$5,997,000	Low-Med	\$14,076,000	Med
SC_03	Horry	Little River	SC	X	X	\$4,832,000	Low-Med	\$7,765,000	Med



Charleston District Update



Tier 2, Preliminary Findings: SC03 Population and Infrastructure Exposure



WORKING DRAFT

Existing (uses NSI data)

Working Today to Build a Better Tomorrow

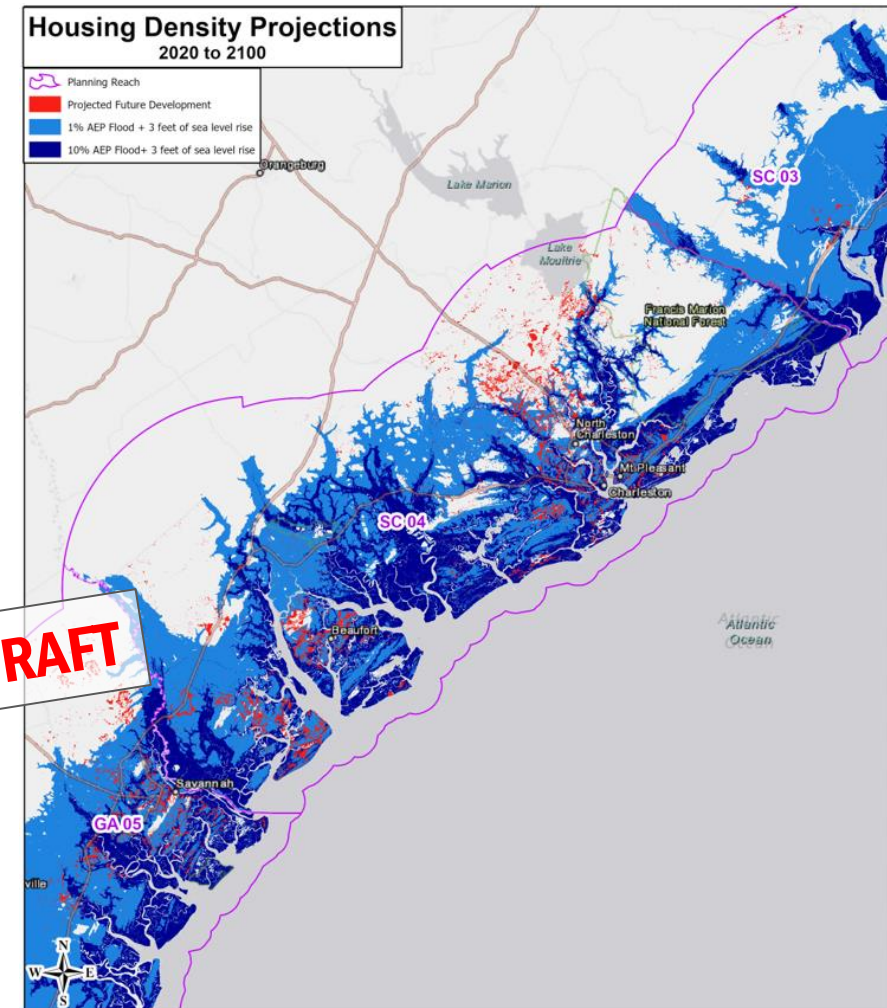
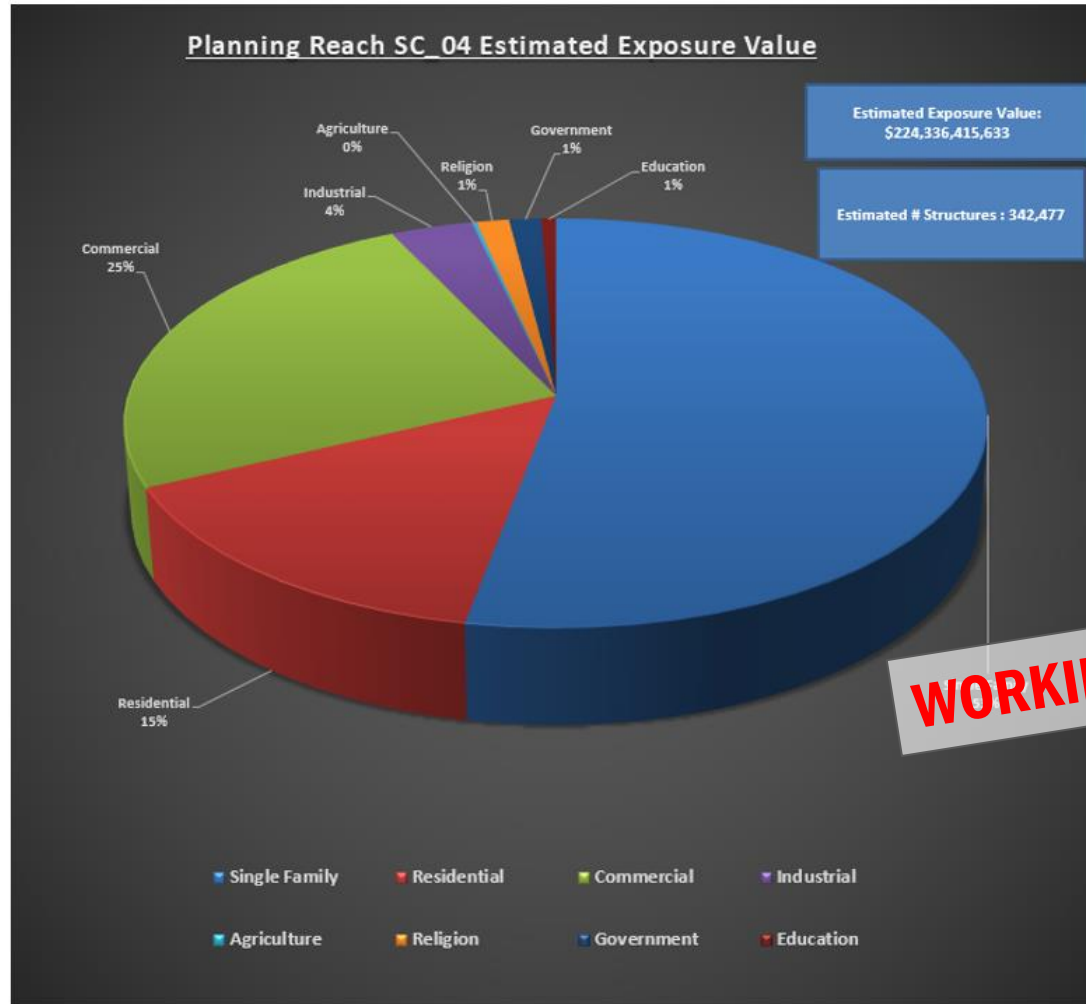
Future (uses EPA data)



Charleston District Update



Tier 2, Preliminary Findings: SC04 Population and Infrastructure Exposure



WORKING DRAFT

Existing (uses NSI data)

Working Today to Build a Better Tomorrow

Future (uses EPA data)



Charleston District Update



Tier 2, Status: T2 Hazus & Erosion draft

South Carolina High Risk Locations				Tier:	Tier 1		Tier 2			
				Method:	Tier 1 Risk Assessment		Hazus (Level 1)		SCDHEC	
					Hazard is inundation. Exposure is composed of population, infrastructure, environmental and cultural resources, habitat, and social vulnerability.		Hazard is inundation. Exposure is composed of infrastructure.		Source: Erosion Reports for State Beachfront Jurisdictional Lines	
SACS Planning Reach	County	Census Place or Location Name	State	Identified as Existing High Risk Location	Identified as Future High Risk Location	Existing Infrastructure	Damage Rating	Future Infrastructure	Damage Rating	Erosion Greater
SC_04	Beaufort	Hilton Head Island	SC	X						
SC_04	Beaufort	Port Royal	SC	X						
SC_04	Beaufort	Beaufort	SC	X						
SC_04	Berkeley	Hanahan	SC	X						
SC_04	Charleston	Mount Pleasant	SC	X						
SC_04	Charleston	Charleston	SC	X						
SC_04	Charleston	North Charleston	SC	X						
SC_04	Charleston	Folly Beach	SC	X						
SC_04	Charleston	Sullivan's Island	SC	X						
SC_04	Charleston	Isle of Palms	SC	X						
SC_04	Charleston	James Island	SC	X	X	\$9,444,000	Med	\$28,913,000	Med-High	
SC_03	Georgetown	Murrells Inlet	SC	X	X	\$6,095,000	Low-Med	\$12,824,000	Med	
SC_03	Georgetown	Georgetown	SC	X	X	\$2,300,000	Low	\$9,407,000	Med	
SC_03	Georgetown	Litchfield / Pawleys / Debordieu	SC	n/a	n/a	\$36,237	Med-High	\$76,572	High	x
SC_03	Horry	North Myrtle Beach	SC	X	X	\$30,340,000	High	\$55,423,000	High	
SC_03	Horry	Garden City	SC	X	X	\$6,900,000	Low-Med	\$16,183,000	Med	
SC_03	Horry	Socastee	SC	X	X	\$5,997,000	Low-Med	\$14,076,000	Med	
SC_03	Horry	Little River	SC	X	X	\$4,832,000	Low-Med	\$7,765,000	Med	

WORKING

NUMBER OF HIGH RISK PLACES ID'D IN TIER 2 ANALYSES (SO FAR)

3 Tier 2 Additional Hazus Existing Med-High to High Risk

10 Tier 2 Additional Hazus Future Med-High to High Risk

9 Tier 2 Additional SCDHEC Erosion >5'

22 Tier 2 ALONE SUBTOTAL (so far)

57 Tier 1 & Tier 2 CUMULATIVE TOTAL (so far)

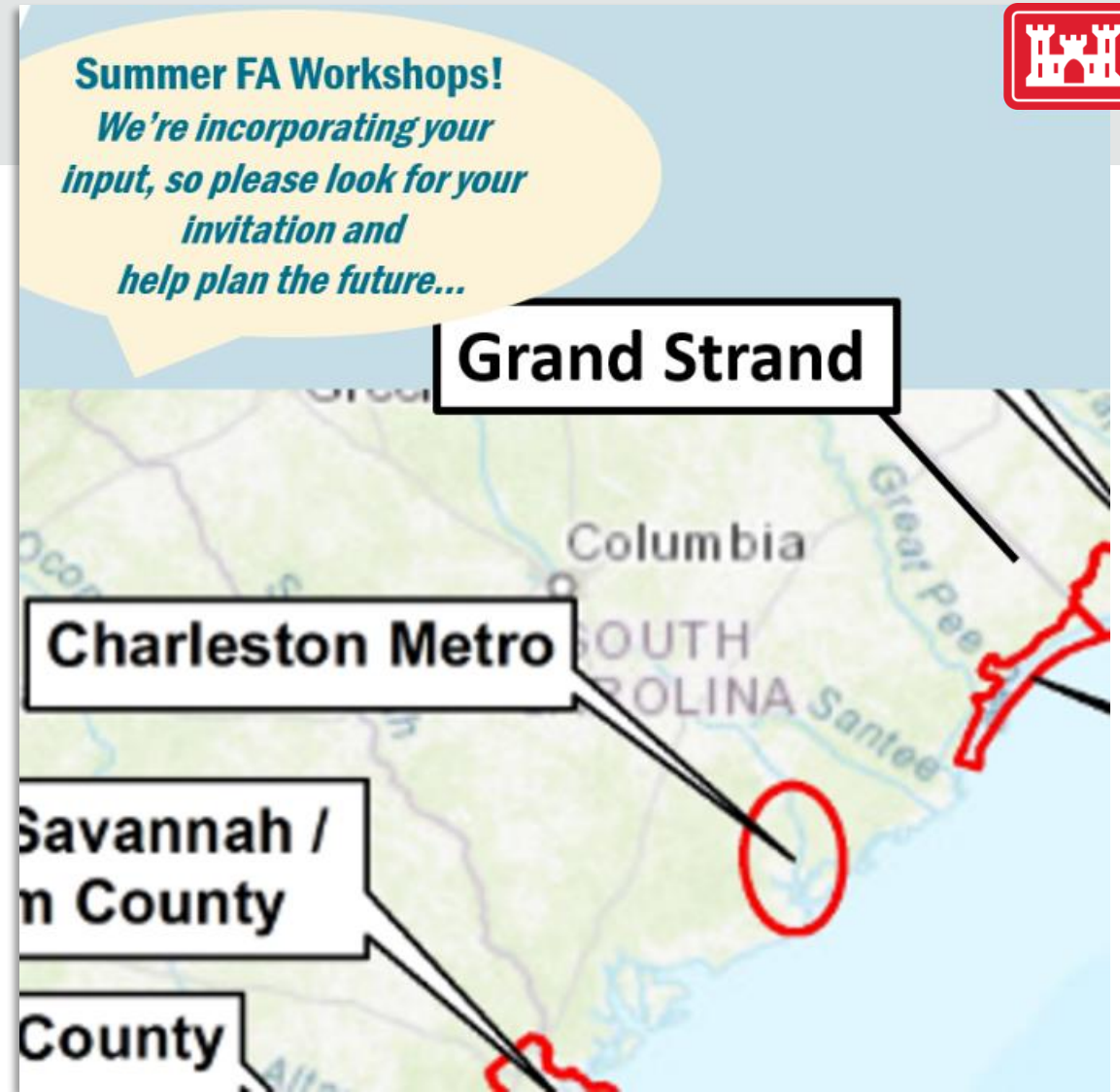
39% are from Tier 2 analyses - nearly doubled already!



Charleston District Update

WAY AHEAD:

- Two (2) Focus Area Action Strategies Locations
 - Grand Strand Area
 - Charleston Metro Area (tri-county)
- Focus Area Action Strategies = July kickoffs, & August workshops
- More Tier 2 workshops
 - Evaluate vulnerable **environmental resources** with federal and state agencies
 - Evaluate vulnerable **cultural resources** with federal and state agencies





Savannah District Update (Georgia)

April.N.Patterson@usace.army.mil

Working Today to Build a Better Tomorrow



Savannah District Update



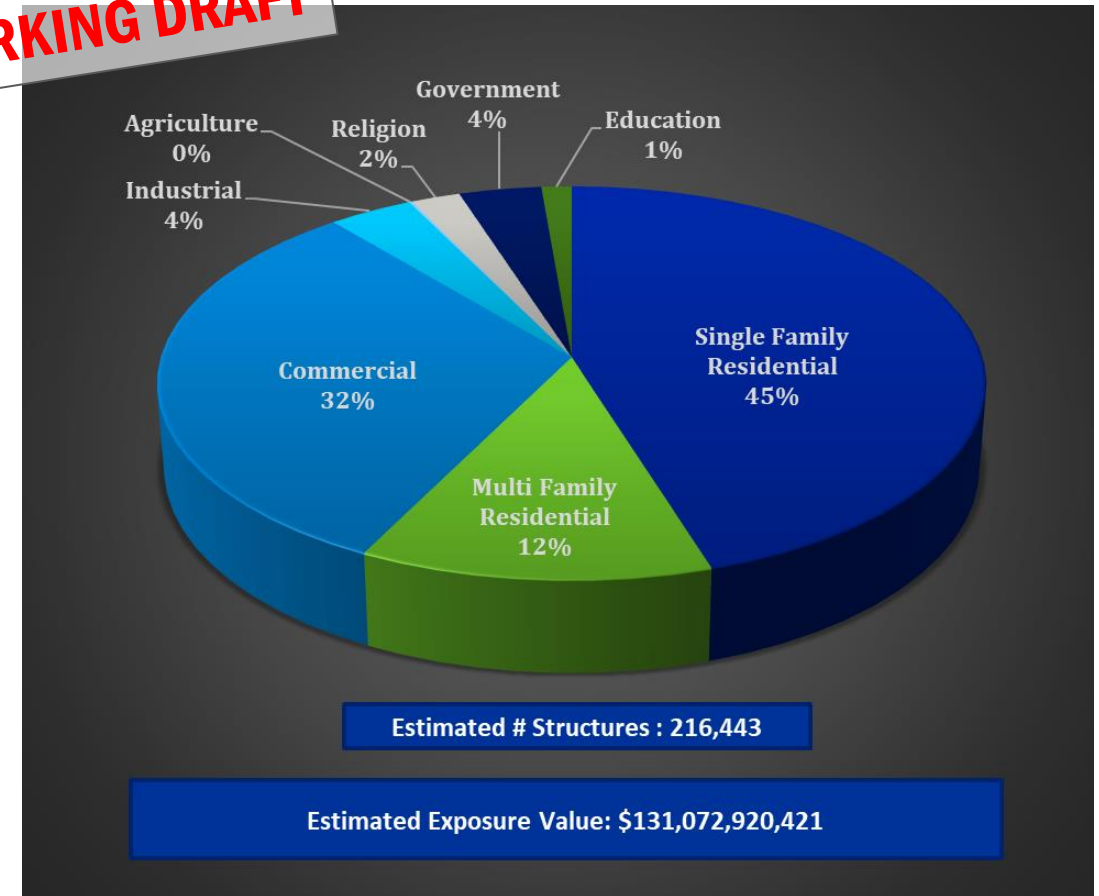
STATUS:

- June 2019 – Met with Tybee Island to discuss performance of Federal CSRM project
- Oct 2019 – GA Face to Face Meeting
- Nov 2019 – Drafted Interim Study Recommendations
- Jun 2020 – Met with SAND stakeholders regarding RSM projects in Georgia

WAY AHEAD:

- Tier 2 – Evaluate vulnerable environmental and cultural resources with federal and state agencies
- Two (2) Focus Areas
- Focus Area Action Strategies Kick Off Meetings
 - July 13, 2020: Glynn Co. / Brunswick / Jekyll Island / St. Simons Island
 - July 14, 2020: Chatham Co. / Savannah / Tybee Island

WORKING DRAFT



Tier 2 Data from the National Structural Inventory (NSI) that is within the footprint of the 1% AEP floodplain plus 3 feet of SLR. The estimated average population at risk (PAR) is approximately 550,000 people.



Savannah District Update



HIGH RISK AREAS:

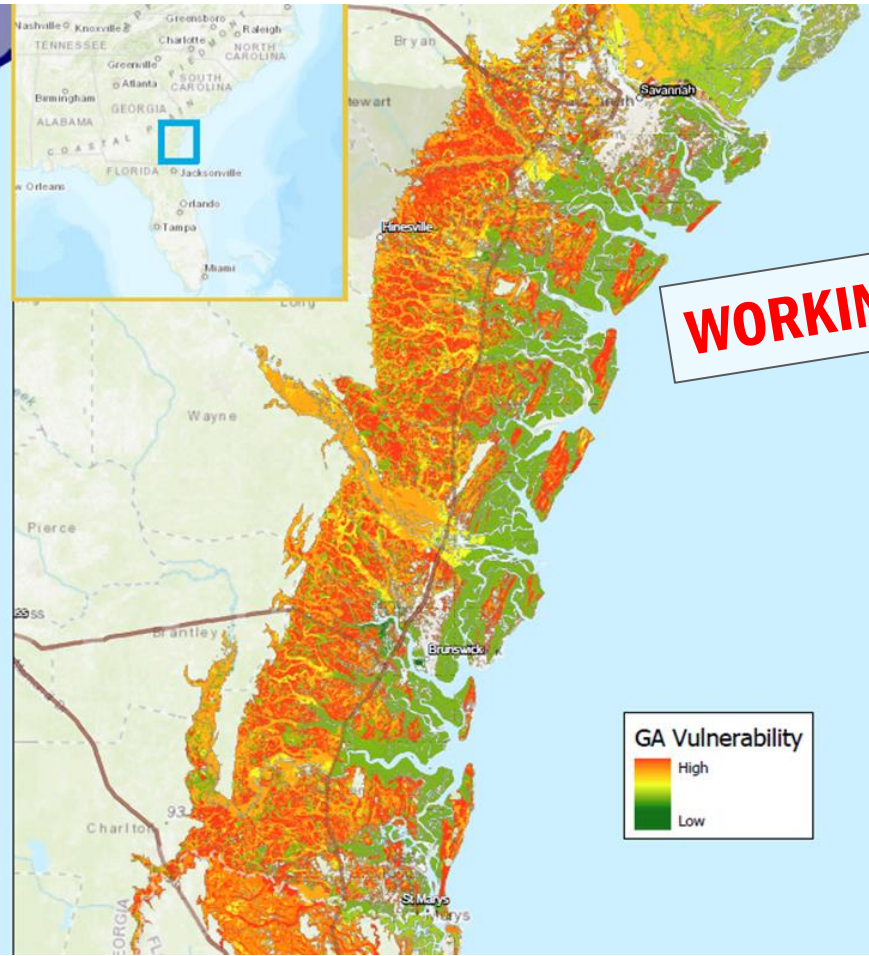
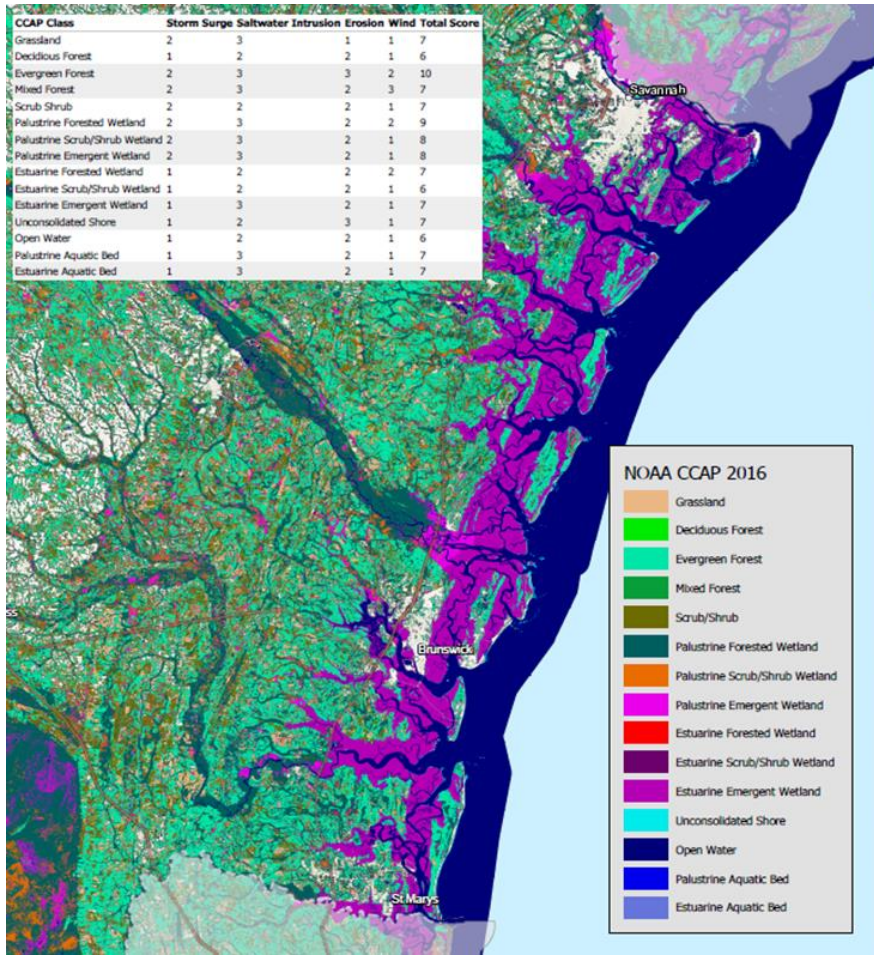
- **Tier 1:**
 - Evaluated the Composite Risk to Populations and Infrastructure (60%), Environmental and Cultural Resources (30%), and Social Vulnerability (10%)
 - Look at vulnerability of environmental and cultural resources and social vulnerability
- **Tier 2 Data Sets:**
 - FEMA HAZUS Flood Model
 - 2013 Hurricane Evacuation Study
 - WHSRN (Western Shorebird Reserve Network)
 - NOAA Fisheries and South Atlantic Fishery Management Council Essential Fish Habitat (EFH)
 - NOAA CCAP classes
 - Resilient Coastal Sites for Conservation in the South Atlantic (The Nature Conservancy)
 - GNAHRGIS (Georgia Natural, Archeological and Historic Resources GIS)
 - Center for Disease Control (CDC) Social Vulnerability Index at the Census Tract Level

Census Place	Existing Asset Risk	Existing Risk Rating	Future Asset Risk	Future Risk Rating
St. Marys	\$4,797,000	Med-High	\$15,688,000	High
Skidaway Island	\$10,455,000	Med-High	\$31,769,000	High
Wilmington Island	\$7,724,000	Med-High	\$25,118,000	High
Savannah	\$7,635,000	Med-High	\$23,912,000	High
Whitemarsh Island	\$6,766,000	Med-High	\$15,976,000	High
Montgomery	\$5,072,000	Med-High	\$11,070,000	High
Tybee Island	\$4,768,000	Med-High	\$11,867,000	High
Georgetown	\$4,725,000	Med-High	\$11,615,000	High
St. Simons	\$17,655,000	High	\$53,731,000	High
Brunswick	\$6,219,000	Med-High	\$20,107,000	High

Tier 2 – HAZUS Medium-High- and High-Risk Locations to populations and infrastructure based on census tracts



Savannah District Update





Jacksonville District Update (Peninsular Florida, Puerto Rico, USVI)

Ashleigh.H.Fountain@usace.army.mil

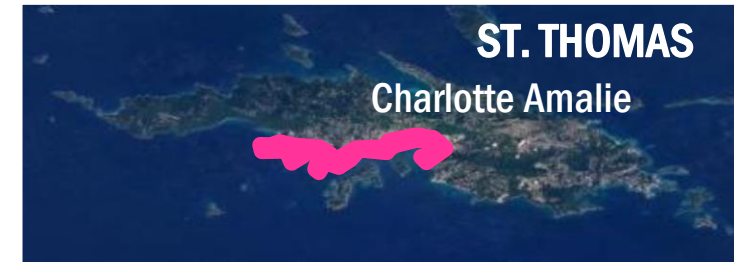
Working Today to Build a Better Tomorrow



Jacksonville District Update



- **Appendices & Focus Area Action Strategies Documents underway!**
 - Florida Appendix & 5 Focus Areas
 - Puerto Rico & 2 Focus Areas
 - USVI & 2 Focus Areas
- **Focus Area workshops kicking off in July!**





Jacksonville District Update



FLORIDA

					Tier:	Tier 1		Tier 2					
					Method:	Tier 1 Risk Assessment		Hazus (Level 1)				FDEP Critically Eroded Area	
						Hazard is inundation. Exposure is composed of population, infrastructure, environmental and cultural resources, habitat, and social vulnerability.		Hazard is inundation. Exposure is composed of infrastructure.				Hazard is erosion. Exposure is composed of infrastructure, recreational resources, wildlife habitat, and cultural resources.	
AFFGEOID	SACS Planning Reach	County	Census Place or Location Name	State		Identified as Existing High Risk Location	Identified as Future High Risk Location	Existing Infrastructure Damage (\$)	Damage Rating	Future Infrastructure Damage (\$)	Damage Rating	Identified as FDEP Critically Eroded Area	FDEP Range Monuments
1600000US1232650	FL_12	Dixie	Horseshoe Beach	FL				\$1,104,000	Low-Med	\$1,588,000	Low-Med		
1600000US1215575	FL_12	Dixie	Cross City	FL				\$0	Low	\$0	Low		
1600000US1223050	FL_07	Indian River	Florida Ridge	FL		X	X	\$6,416,000	Low-Med	\$14,410,000	Med		
1600000US1252175	FL_07	Indian River	Orchid	FL		X	X	\$1,973,000	Low	\$5,387,000	Low-Med	X	R033-R037
1600000US1254175	FL_07	Martin	Palm City	FL		X	X	\$12,907,000	Low-Med	\$36,635,000	Med-High		
1600000US1230975	FL_07	Martin	Hobe Sound	FL		X	X	\$7,046,000	Low-Med	\$17,006,000	Med		

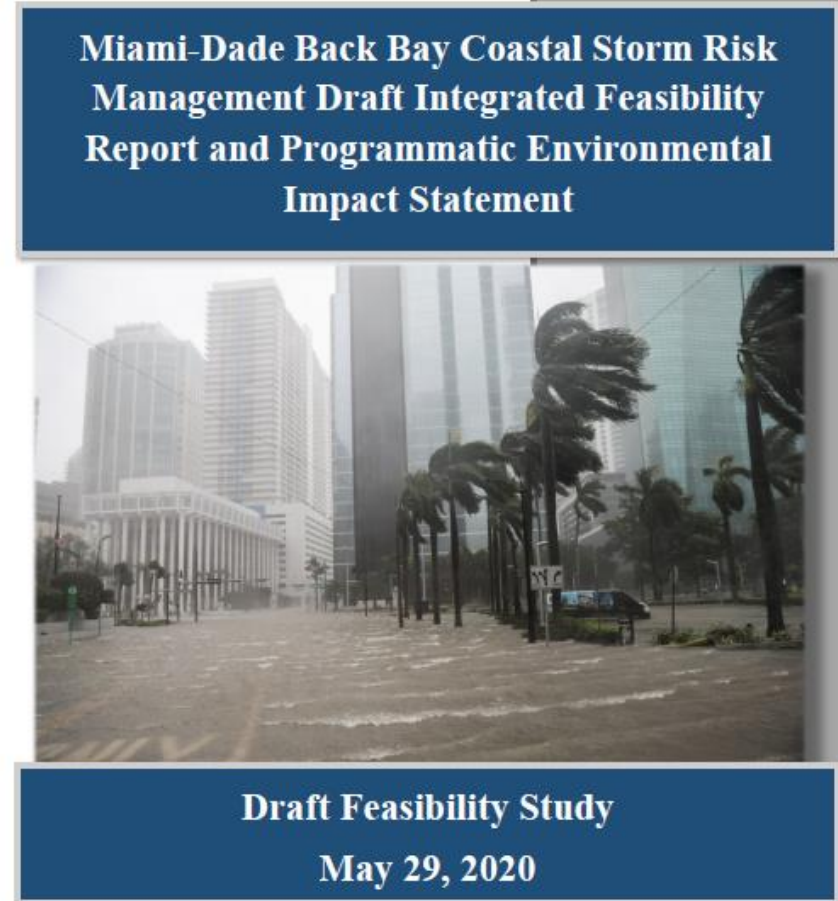
WORKING DRAFT

- **Tier 1:**
 - 263 Census places are high risk in the existing condition
 - 379 Census places high risk in the future condition with SLR (116 additional places)
- **Through Tier 2:**
 - Hazus identified an additional 43 risk areas
 - Critical Erosion data contributed an additional 57 areas at risk



Jacksonville District Update

- Leveraging between ongoing USACE studies – Multiple Supplemental Coastal Studies in SAJ
- Information Exchange internally & externally!



NT STUDY



precipitation

TILLWATER ELEVATION (SWEL)
ORMAL HIGH TIDE



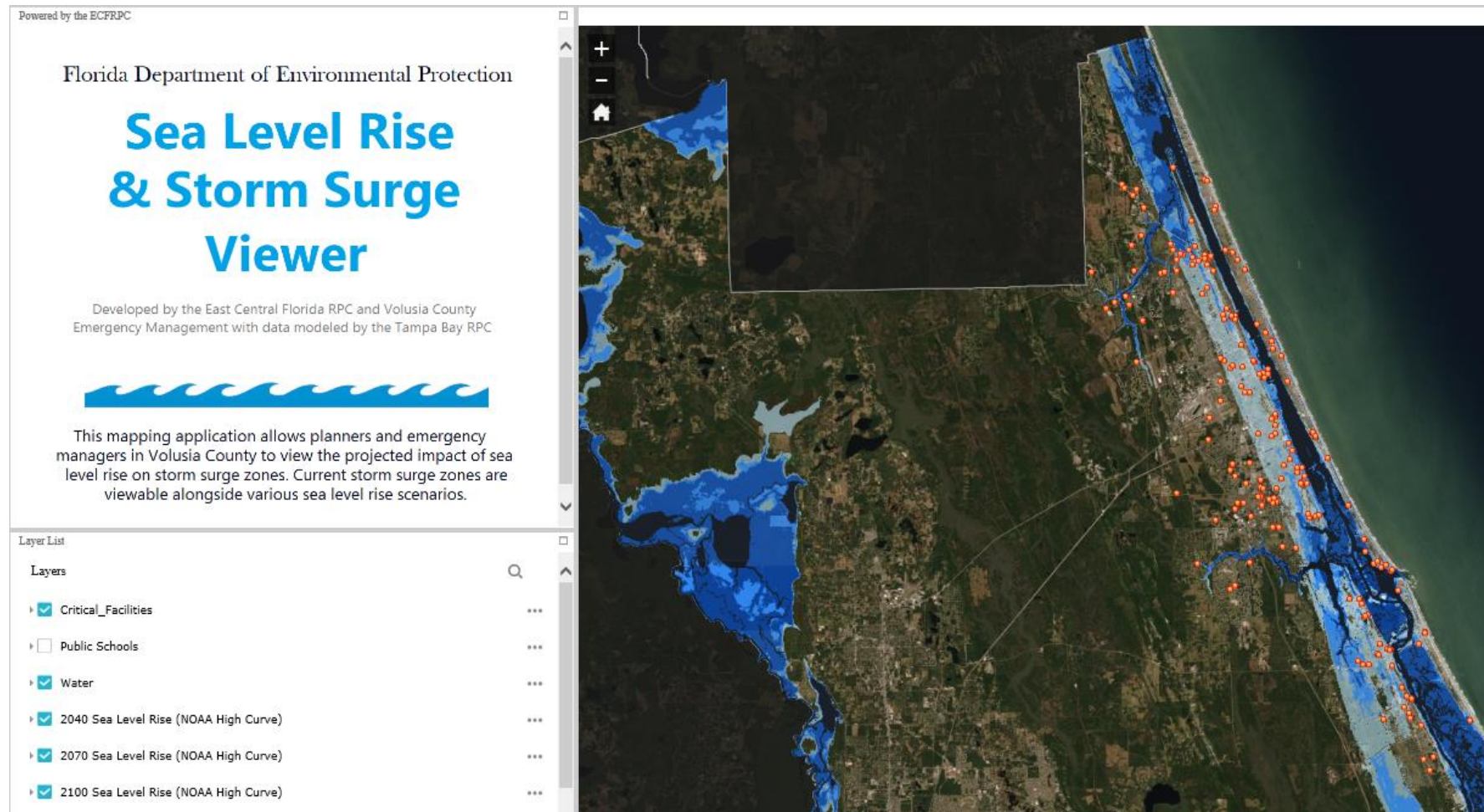
ING STRONG
11



Jacksonville District Update



- Information Exchange internally & externally!





Jacksonville District Update



FLORIDA

FLORIDA					Minimum SLR that would cause out of bank flooding for the evaluated storm surge recurrence, ft						Calendar year when overbank flooding would occur for the evaluated storm surge recurrence under USACE SLR projection Scenarios																	
Structure	Design discharge (cfs)	Design HW (ft-NGVD)	Design TW (ft-NGVD)	C-1 canal bank-full elevation (ft-NGVD)	2 yr	5 yr	10 yr	25 yr	50 yr	100 yr	2 yr			5 yr			10 yr			25 yr			50 yr			100 yr		
											SLR Projection			SLR Projection			SLR Projection			SLR Projection			SLR Projection			SLR Projection		
											USAC E Int	USAC E High	NOAA High	USAC E Int	USAC E High	NOAA High	USAC E Int	USAC E High	NOAA High	USAC E Int	USAC E High	NOAA High	USAC E Int	USAC E High	NOAA High	USAC E Int	USAC E High	NOAA High
S-20F	2,900	1.90	1.40	4.40	0.93	0.63	0.41	0.20	0.00	0.00	2061	2039	2034	2048	2032	2028	2037	2027	2024	2026	2021	2020	2015			2015		
S-20G	900	2.00	1.50	7.00	> 3.0	> 3.0	3.00	2.78	2.68	2.54	>2120	2074	2061	>2120	2074	2061	>2120	2074	2061	>2120	2070	2058	2120	2069	2057	2116	2067	2056
S-20	450	1.50	1.00	2.50	1.25	1.18	1.12	1.02	0.87	0.78	2074	2046	2039	2044	2044	2038	2069	2043	2036	2065	2041	2035	2058	2038	2033	2055	2036	2031
S-27	2,800	3.20	3.00	4.50	0.46	0.10	0.00	0.00	0.00	0.00	2040	2019	2015	2021	2018	2017	2015			2015			2015			2015		
S-28	3,220	2.30	1.80	4.20	0.43	0.13	0.00	0.00	0.00	0.00	2040	2019	2015	2021	2018	2017	2015			2015			2015			2015		
S-123	2,300	2.00	1.50	5.93	2.00	1.60	0.93	0.10	0.00	0.00	2100	2059	2049	2086	2052	2043	2061	2039	2034	2021	2018	2017	2015			2015		
S-22	1,915	3.50	2.70	5.00	0.17	0.03	0.00	0.00	0.00	0.00	2025	2020	2019	2017	2016	2016	2015			2015			2015			2015		
S-29	4,680	2.40	1.90	4.40	1.40	1.30	1.16	1.00	0.83	0.67	2079	2048	2041	2075	2046	2039	2070	2044	2037	2064	2041	2035	2057	2037	2032	2050	2033	2029

- Tier 2: Evaluation of vulnerability of Tidal Control Structures in SE FL





Mobile District Update (Alabama, Mississippi, Florida Panhandle)

Meredith.H.Ladart@usace.army.mil

Working Today to Build a Better Tomorrow



Mobile District Update



STATUS:

- **Mar 30, 2020 – Completed Tier 2 Risk Analysis**
- **Jun 17, 2020 – SAND Stakeholder Workshop**

WAY AHEAD:

- **Tier 2 – Evaluate vulnerable environmental and cultural resources with federal and state agencies**
- **Focus Area Action Strategies Meetings (5)**
 - **Gulfport/Biloxi**
 - **Pascagoula**
 - **Western Mobile Bay**
 - **Florida Panhandle (2)**



Mobile District Update



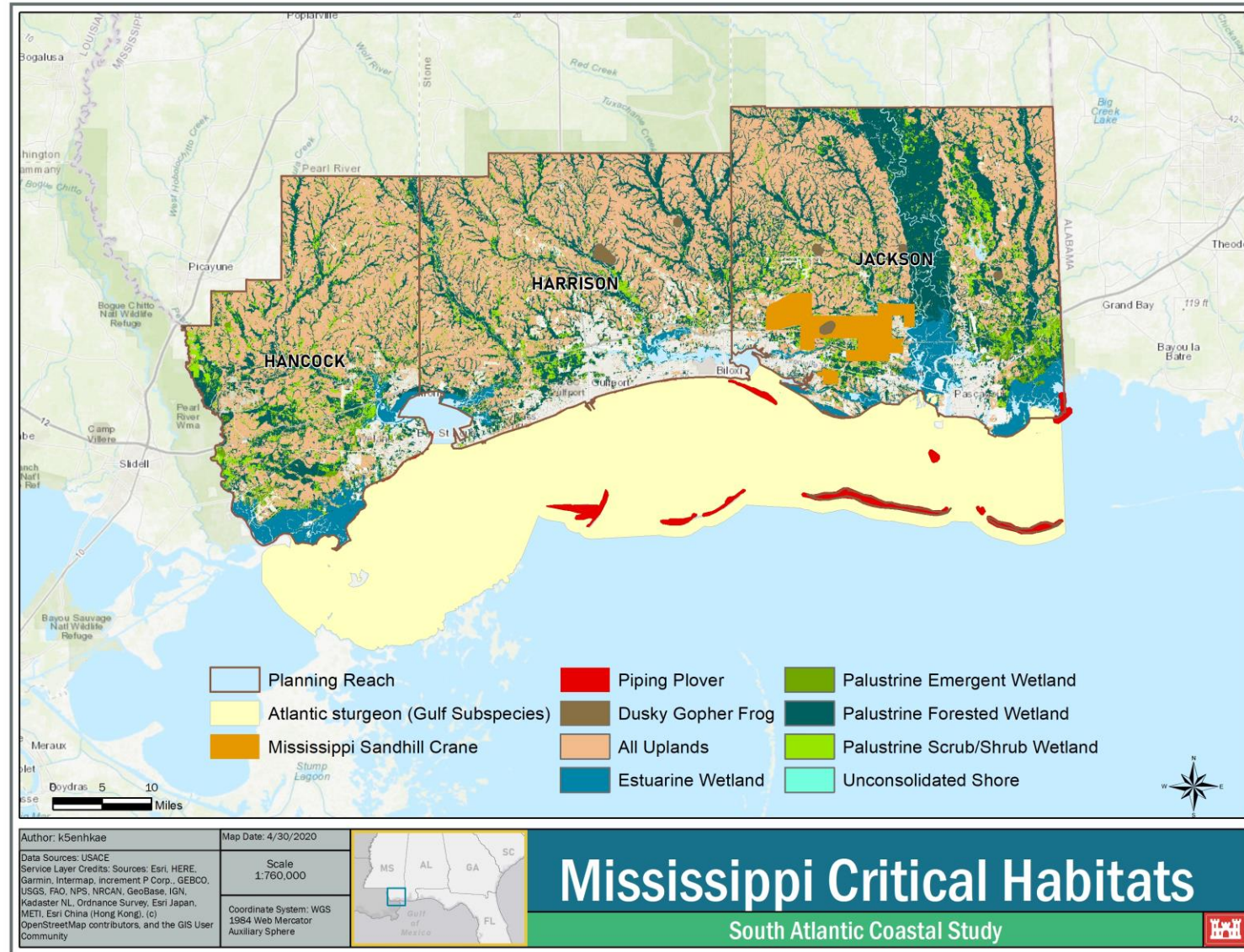
CENSUS PLACES, COUNTIES, & PLANNING REACHES			TIER-1		TIER-2 \$ DAMAGE RISK				
County	Census Place	State	EC Risk Location	FC Risk Location	Existing \$ Damage Risk	Existing Risk	Future \$ Damage Risk	Future Risk	Significant Increase in TIER-2 Risk
Baldwin	Orange Beach	AL	X	X	\$34,342,000	High	\$50,027,000	High	N
Mobile	Mobile	AL	X	X	\$16,495,000	Med-High	\$38,635,000	High	Y
Mobile	Bayou La Batre	AL	X	X	\$4,072,000	Med	\$8,192,000	Med-High	Y
Mobile	Dauphin Island	AL	X	X	\$3,378,000	Med	\$8,130,000	Med-High	Y
Baldwin	Gulf Shores	AL	X	X	\$10,213,000	Med-High	\$26,684,000	High	Y
Walton	Miramar Beach	FL	X	X	\$25,005,000	High	\$50,124,000	High	Y
Okaloosa	Destin	FL	X	X	\$17,212,000	High	\$37,082,000	High	Y
Bay	Upper Grand Lagoon	FL	X	X	\$14,495,000	Med-High	\$28,712,000	High	Y
Bay	Panama City	FL	X	X	\$12,159,000	Med-High	\$26,231,000	High	Y
Okaloosa	Fort Walton Beach	FL	X	X	\$9,935,000	Med-High	\$21,897,000	High	Y
Bay	Lynn Haven	FL	X	X	\$8,434,000	Med-High	\$18,869,000	High	Y
Okaloosa	Niceville	FL	X	X	\$7,911,000	Med-High	\$13,662,000	Med-High	Y
Bay	Callaway	FL	X	X	\$5,162,000	Med	\$9,984,000	Med-High	Y
Escambia	Warrington	FL	X	X	\$3,956,000	Med	\$8,590,000	Med-High	Y
Escambia	Pensacola	FL	X	X	\$3,481,000	Med	\$12,110,000	Med-High	Y
Bay	Pretty Bayou	FL	X	X	\$3,265,000	Med	\$8,014,000	Med-High	Y
Okaloosa	Lake Lorraine	FL	X	X	\$3,078,000	Med	\$6,492,000	Med-High	Y
Okaloosa	Ocean City	FL	X	X	\$3,036,000	Med	\$6,835,000	Med-High	Y
Harrison	Biloxi	MS	X	X	\$31,778,000	High	\$52,337,000	High	Y
Harrison	Gulfport	MS	X	X	\$26,318,000	High	\$45,193,000	High	Y
Jackson	Pascagoula	MS	X	X	\$24,734,000	High	\$59,126,000	High	Y
Hancock	Bay St. Louis	MS	X	X	\$23,392,000	High	\$32,320,000	High	Y
Jackson	Moss Point	MS	X	X	\$19,123,000	Med-High	\$30,502,000	High	Y
Harrison	Pass Christian	MS	X	X	\$15,868,000	Med-High	\$23,529,000	High	Y
Jackson	Gautier	MS	X	X	\$13,729,000	Med-High	\$24,923,000	High	Y
Hancock	Waveland	MS	X	X	\$11,096,000	Med	\$17,760,000	Med-High	Y
Jackson	Gulf Park Estates	MS	X	X	\$10,522,000	Med	\$16,337,000	Med-High	Y
Harrison	D'Iberville	MS	X	X	\$6,291,000	Low-Med	\$12,410,000	Med-High	Y

WORKING DRAFT

Working Today to Build a Better Tomorrow

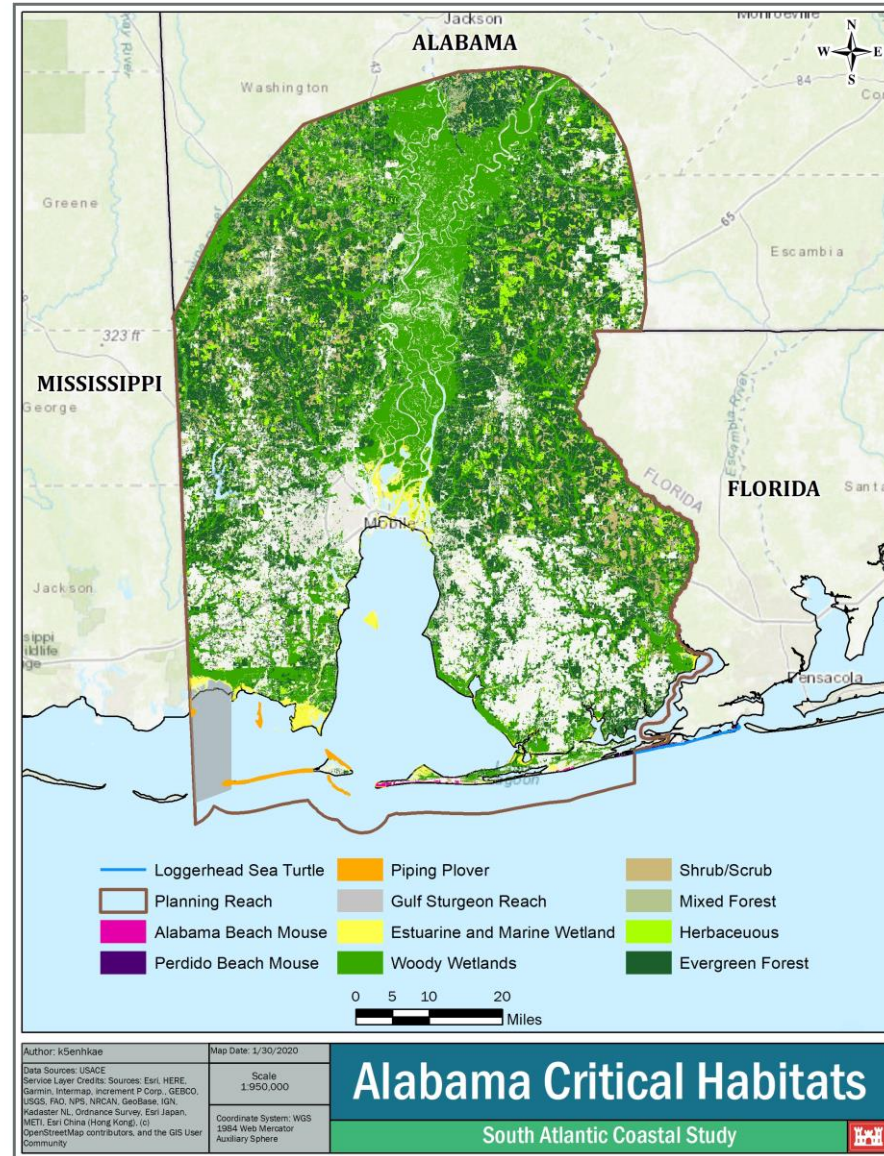


Mobile District Update



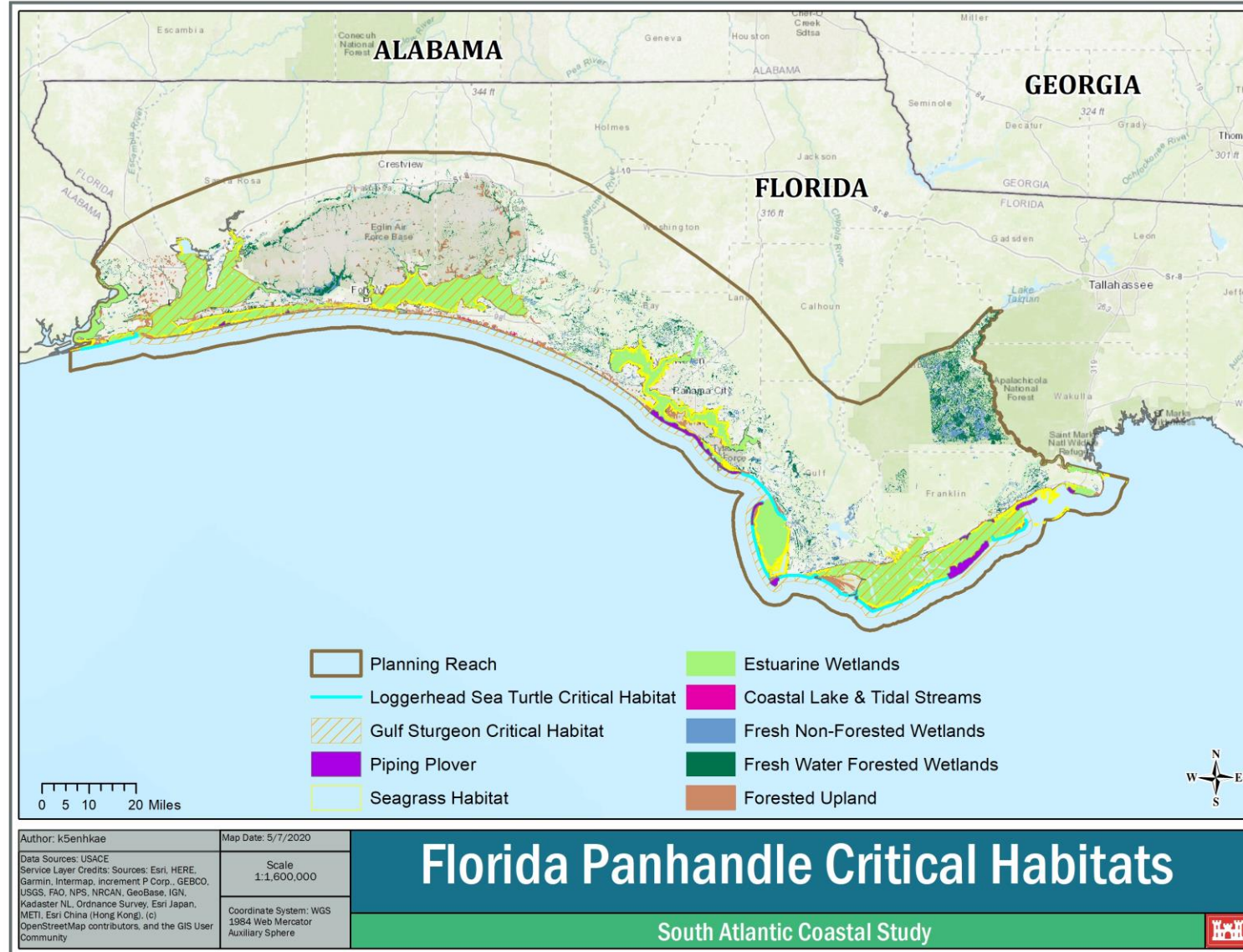


Mobile District Update





Mobile District Update





Looking Ahead



Next 3 months and beyond

- JUL 2020:** Kick-off FAAS Workshops
Environmental Agency Workshop
- AUGUST 2020:** FAAS Strategy Development Workshop
Cultural Resources Agency Workshop
- OCT 2020:** FAAS Wrap-Up Workshop
Quarterly Webinar Update #3
- NOV 2020:** Final Sand Availability Needs Determination
Draft FAAS
- DEC 2020:** Risk Reduction Measures/Recs
Draft Coastal Program Guide
- OCT 2021:** Draft Report

Working Today to Build a Better Tomorrow





Questions & Discussion



Thank You



ADDITIONAL INFORMATION

<https://www.sad.usace.army.mil/SACS/>

OUTREACH

SACS@usace.army.mil

Command Center Team:

Pam Castens – Regional Project Manager
Pamela.G.Castens@usace.army.mil

Lisa Clark – Outreach Lead
Lisa.M.Clark@usace.army.mil

Idris Dobbs – Economics Lead
Idris.L.Dobbs@usace.army.mil

Trevor Lancaster – Geospatial Lead
Trevor.R.Lancaster@usace.army.mil

Kelly Legault – Engineering Lead
Kelly.R.Legault@usace.army.mil

Kristina May – Environmental Lead
Kristina.K.May@usace.army.mil

Clay McCoy – RSM Lead
Clay.A.Mccoy@usace.army.mil

Matt Schrader – Planning Lead
Matthew.H.Schrader@usace.army.mil

District Project Managers:

Brennan Dooley – Wilmington District PM
Brennan.J.Dooley@usace.army.mil

Diane Perkins – Charleston District PM
Diane.Perkins@usace.army.mil

April Patterson – Savannah District PM
April.N.Patterson@usace.army.mil

Ashleigh Fountain – Jacksonville District PM
Ashleigh.H.Fountain@usace.army.mil

Meredith Ladart – Mobile District PM
Meredith.H.LaDart@usace.army.mil

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 7/9/2020

Date: January 21, 2020

Submitted By: Nicole Bednar, Administrative Services Manager

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 7/9/2020

Date: February 24, 2020

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION:

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Discussion
Peck Center Reception Room Naming

ITEM TYPE: Discussion

REQUESTED ACTION:

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

At its meeting on April 23, 1997, the Peck Center Committee approved naming the Peck Center Reception Room the, "Elmo Myers/Nassau County Community Development Corporation (NCCDC) Reception Room".

NCCDC Executive President Ms. Annette Myers recently brought to the City's attention that a plaque reflecting the appropriate Reception Room designation has not occurred.

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

CITY ATTORNEY COMMENTS:

CITY MANAGER RECOMMENDATION(S):

Caroline Best, City Clerk 7/1/2020

Dale L. Martin, City Manager 7/9/2020



Submitted By: Caroline Best, City Clerk

Date: July 01, 2020

COMMISSION ACTION:

June 24, 2020

To: Commissioner Len Kreger, Vice Mayor
City of Fernandina Beach

From: Annette Myers, NCCDC Executive Director and
Wife of the Late Elmo V. Myers

Re: The Plaque That Was Never Placed Outside the door
of the Peck Reception Room as:
Elmo Myers/NCCDC Reception Room

A ribbon cutting and a reception was held on September 21, 1998 from 5:30 to 7:30 p.m. at the Peck Center. At this time, three rooms were dedicated to honor namely: Elmo Myers, NCCDC President and founder; Library for Peck teachers and principals; Computer Room for mayors.

All this was arranged to coincide with the NCCDC annual community banquet which was held in November 1998.

Mr. Charles Gilbert Peck Center Supervisor was assigned the task of pricing plaques for presentation. The plaques were presented publicly by the late Mrs. Ele Colborn and the late Mr. Gilbert at the November 1998 banquet.

Mr. Myers' plaque was donated by Gilman Paper Company through Mr. Michael Love.

These decisions made within the Peck Ad hoc Committee, chaired by Mrs. Colborn, were approved by the City Commissioners in 1998.

NCCDC is the Peck grassroots organization that goes back to 1979 under the leadership of Elmo Myers to save the Peck building until his untimely passing in 1987.

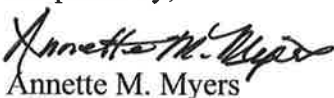
For several years, Mr. Myers and NCCDC leased the building from the Nassau County School Board and paid portions of the liability insurance on the building each year.

Once the City acquired the building in 1989, it was felt that NCCDC should always have a place in the building which was voiced by city officials as well.

NCCDC is still in operation today. In 2019, along with the community, the 40th anniversary was celebrated. See banquet program attached.

I am asking that the plaque be appropriately placed at this time.

Respectfully,


Annette M. Myers

904 583-3180 Cell or

annettemyers2170@gmail.com

C: Ms. Caroline Best, City Clerk
Ms. Nan Voit, Parks and Recreation

JUN 24 2020 PM 3:55

CITY CLERK'S OFFICE

CITY OF FERNANDINA BEACH

MINUTES
PECK COMMITTEE
APRIL 23, 1997
PAGE TWO

Pati Frew-Waters explained the concept of Public Access Television and requested that the committee approve a recommendation to the City Council to rent space for studios and offices upstairs and Peck. They will need about 1400 square feet and would not need extensive finish work to make the studio useable. However, they will need bathrooms upstairs. Ms. Colborn emphasized the city's need for money to do further work on the building.

A motion was made by Lavinia Williams, seconded by Ms. Ashley, to recommend that the City allocate the space to the program, provided the money can be found to make the space useable and limit the time the space will be held for that project. The motion was unanimously carried.

Mrs. McGowen and Mr. James Arthur brought a proposal that the local black contractors finish a room at their expense and the room be named for Elmo Myers, the founder of the NCCDC and be for the exclusive use of NCCDC and the NAACP at no cost.

Ms. Ashley commented that the NCCDC had a special role in the restoration of Peck and should be recognized for that role.

After much discussion, it was agreed that the naming of a room in honor of Mr. Myers was acceptable and the donation of material and labor by the black contractors was acceptable and much appreciated, but the committee had agreed that NCCDC and the NAACP would hold meetings in the library room at no charge. It was suggested that the auditorium be called the Elmo Myers Theater. No formal action was taken on Mrs. McGowan's request.

Ms. Williams pointed out that in order to have a Police Stop Station in room 104, they would need some sheetrock on the walls, a telephone and lights.

It was agreed that the next meeting be held on Thursday, May 15, 1997 and unfinished business from this meeting be deferred until then.

There being no further business to be brought before the committee, a tour of the building was conducted for several of the committee members.

MINUTES
PECK COMMITTEE
JUNE 24, 1998
PAGE ONE

The Peck Committee met at 5:30 p.m. on Tuesday, June 24, 1998, at the Peck Center. The following members were present: Ele Colborn, James Harris, Marie Stephenson. Absent: Willie Mae Ashley, Rev. Wardell Avant, Gerry Clare, Regis Gallagher, Paula Morris, Glynn Pope, Christine Raysor, Teresa Zamoiski. Guests present: Marcelle G. Myer and Gwendolyn Myer. Also present were Center Supervisor Charles Gilbert and Staff Assistant Roberta J. Healey. A quorum was not present. In addition, William Holmes of the Cable TV Committee was present.

Chairperson Ele Colborn suggested that in the interest of some deadlines, she would give some reports.

Chairperson Colborn asked Mr. Gilbert to call Paula Morris about the next meeting of the room naming sub-committee. Chairperson Colborn advised that Lavinia Williams consented to serve on that sub-committee. She also advised that Lavinia would call Rayonier about paying for a plaque for a teacher's room.

Mr. William Holmes asked for a status report and update of the space for Cygnet in Peck Center as he felt there was much confusion and mis-information. There was some discussion of the use of that space by the public and also of the \$5000 given to Cygnet by the City.

Chairperson Colborn advised that the Gilman Company had donated \$450 for the plaque for the NCCDC-Elmo Myer room.

Chairperson Colborn advised that she was planning the reception for naming the NCCDC room for August 11, 1998.

There was some discussion regarding the need for the SJRWMD engineering study of the Peck grounds.

There was some discussion of the Head Start airconditioning being inadequate.

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Approval of Minutes

ITEM TYPE: Resolution (w/o fiscal impact)

REQUESTED ACTION: Approve Minutes

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

City Commission Regular Meeting	April 7, 2020
City Commission Regular Meeting	April 21, 2020
City Commission Regular Meeting	May 5, 2020
City Commission Regular Meeting	May 19, 2020
City Commission Regular Meeting	June 2, 2020
City Commission Regular Meeting	June 16, 2020
City Commission/Charter Review Committee Joint Workshop	June 23, 2020

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Nicole Bednar, Administrative Services Manager	7/6/2020
Dale L. Martin, City Manager	7/9/2020


Date: June 25, 2020

Submitted By: Caroline Best, City Clerk

COMMISSION ACTION: Approve

Due to the Coronavirus (COVID-19), the City Commission of the City of Fernandina Beach, Florida, met in a virtual Regular Meeting on Tuesday, April 7, 2020 at 6:00 pm with elected officials and City staff participating through video conferencing which was live broadcast on the City of Fernandina Beach website and Comcast Cable channel 264. Present in City Chambers were Mayor John A. Miller presiding, City Clerk Caroline Best and City Manager Dale L. Martin. Present via video conferencing were Vice Mayor Len Kreger, Commissioners Philip Chapman, Mike Lednovich, Chip Ross and City Attorney Tammi Bach.

Mayor Miller called the meeting to order and led the Pledge of Allegiance to the Flag. City Manager Martin read the invocation written by Pastor Christopher Fowler of Franklinton Community Church of Amelia Island.

CHANGES TO THE AGENDA - RESOLUTION 2020-55: A motion was made by Commissioner Ross, seconded by Commissioner Lednovich, to add Resolution 2020-55 to the agenda for consideration to fund local critical food providers: Nassau County Council on Aging, Barnabas and the local Salvation Army in response to the Coronavirus (COVID-19) pandemic. **Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.*

4.1 PRESENTATION – 2020 CENSUS: Please review attached presentation material (no actual presentation). Vice Mayor Kreger encouraged all to complete the 2020 census which is financially beneficial to the community.

4.2 PRESENTATION – ANNUAL AUDIT REPORT: Please review attached presentation material (no actual presentation).

4.3 BUDGET SUMMARY: Please review attached presentation material (no actual presentation).

5. PUBLIC COMMENT REGARDING ITEMS NOT ON THE AGENDA OR ITEMS ON THE CONSENT AGENDA: The following individuals submitted public comment via email to City Manager Martin:

REOPENING BEACH WITH RESTRICTIONS: Mrs. Nora and Mr. Douglas Haser, 549 Spanish Way West, support reopening beaches with restrictions.

REOPENING BEACH WITH RESTRICTIONS: Mrs. Anne and Mr. Jim Merkey, 540 Spanish Way West, support reopening beaches with restrictions.

TREE CONSERVATION: Ms. Margaret Kirkland, 1377 Plantation Point Drive, on behalf of Amelia Tree Conservancy, supports Resolution 2020-41.

TREE PROTECTION AMENDMENTS: Ms. Margaret Kirkland, 1377 Plantation Point Drive, on behalf of Amelia Tree Conservancy, supports Ordinance 2020-10.

BEACH REOPENING: Mr. M. Kent Fleming, 1938 Amelia Oaks Drive, supports reopening the City's beaches provided social distancing measures are followed.

TENNIS COURTS: Ms. Becca Thomas, 219 Lighthouse Circle, does not support the Pickle Ball Pirates suggestion to paint Pickle Ball lines on existing City tennis courts.

EXPENSES: Ms. Alexandra Lajoux, 646 Spanish Way East, thanked the Commission for their service during this challenging time and inquired about their views on essential versus non-essential spending and the availability of tax abatements. An area of concern is viability of small businesses which provide jobs and enhance local quality of life.

BEACH CLOSURE: Ms. Betty Jo Olsen, supports keeping beaches closed to prevent the spread of the Coronavirus (COVID-19).

GOLF COURSE REOPENING: Mr. Carl Galpin, 537 Spanish Way West, requested the Commission consider reopening the City golf course.

BUDGET CONCERNS: Ms. Betsie Huben, 4615 Philips Manor Place, recommend the City's budget be dramatically reduced in light of the Coronavirus (COVID-19) pandemic.

PUBLIC HEARINGS: Ms. Betsie Huben, 4615 Philips Manor Place, recommended the City's virtual meetings not consider Public Hearing agenda items as citizen participation is severely limited.

6. CONSENT AGENDA: The following eight items were on the Consent Agenda and were approved by one motion.

6.1 APPROVAL OF MINUTES: According to the agenda support documents the Regular Meeting of February 4, 2020; the City Commission/Historic District Council Joint Workshop of February 18, 2020; the Regular Meeting of February 18, 2020; and the Regular Meeting of March 3, 2020 were presented for approval. Staff recommended approval as submitted. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Chapman, to approve the recommendation. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

6.2 BOARD APPOINTMENT - ARTS AND CULTURE NASSAU: According to the agenda support documents there were two appointments to Arts and Culture Nassau. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Chapman, to approve the appointments of Mr. David Lowry and Ms. Lauree Hemke. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

6.3 RESOLUTION 2020-39 APPROVING A FACILITIES USE AGREEMENT WITH DRIVING DYNAMICS, INC. FOR THE USE OF AIRPORT PROPERTY TO CONDUCT A SAFE DRIVING PROGRAM. According to the agenda support documents Resolution 2020-39 approves a Facilities Use Agreement with Driving Dynamics, Inc. to present a Safe Driving Program at the Fernandina Beach Municipal Airport. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Chapman, to approve Resolution 2020-39. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

6.4 RESOLUTION 2020-40 APPROVING THE EXTENSION OF WATER SERVICES OUTSIDE THE CORPORATE LIMITS; ACCEPTING THE VOLUNTARY ANNEXATION PETITION FOR ONE PARCEL CONTAINING APPROXIMATELY 0.22 ACRES OF LAND LOCATED ON 856 ROBINHOOD DRIVE: According to the agenda support documents Resolution 2020-40 authorizes the extension of water services to the property located at 856 Robinhood Drive. Also approves the Voluntary Annexation Petition. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Chapman, to approve Resolution 2020-40. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

6.5 RESOLUTION 2020-41 DESIGNATING ONE HERITAGE TREE LOCATED AT 112 S. 10TH STREET: According to the agenda support documents Resolution 2020-41 approves the designation of one live oak tree at 112 S. 10th Street as a "Heritage Tree" under Land Development Code, Section 4.05.15. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Chapman, to approve Resolution 2020-41. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

6.6 GRANT APPLICATION - FLORIDA INLAND NAVIGATION DISTRICT (FIND) - RESOLUTION 2020-44 REQUESTING ASSISTANCE UNDER THE FLORIDA INLAND NAVIGATION DISTRICT (FIND) WATERWAYS ASSISTANCE 2020 PROGRAM: According to the agenda support documents Resolution 2020-44 requests assistance under the Florida Inland Navigation District (FIND) Waterways Assistance Program for the development of the Public Marina Waterfront Boardwalk Improvements Phase II Projects. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Chapman, to approve Resolution 2020-44. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

6.7 RESOLUTION 2020-45 AUTHORIZING EXECUTION OF THE LABOR AGREEMENT BETWEEN THE CITY OF FERNANDINA BEACH AND THE COASTAL FLORIDA POLICE BENEVOLENT ASSOCIATION (CFPBA): According to the agenda support documents Resolution 2020-45 approves the three-year labor agreement with the Coastal Florida Police Benevolent Association. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Chapman, to approve Ordinance 2020-45. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

6.8 RESOLUTION 2020-49 AUTHORIZING PUBLIC TRANSPORTATION GRANT AGREEMENT #436769-1-94-01 WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR THE DESIGN AND CONSTRUCTION PHASES OF A PROJECT TO REHABILITATE A PORTION OF THE TRANSIENT AIRCRAFT PARKING APRON AT THE FERNANDINA BEACH MUNICIPAL AIRPORT: According to the agenda support documents Resolution 2020-49 authorizes FDOT Public Transportation Grant Agreement #436769-1-94-01 in the total project amount of \$8,000.00, with a 50% matching requirement, for design and construction phases of a project to rehabilitate a portion of the Transient Aircraft Parking Apron at the Fernandina Beach Municipal Airport. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Chapman, to approve Ordinance 2020-49. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.1 AMENDED RESOLUTION 2020-48 A DECLARATION OF A STATE OF EMERGENCY IN RESPONSE TO NOVEL CORONA VIRUS 2019 COVID-19 PANDEMIC: **A motion was made by Commissioner Chapman, seconded by Vice Mayor Kreger, to approve Amended Resolution 2020-48. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.2 RESOLUTION 2020-42 APPROVING A PROPOSAL FROM DATASAVERS INFORMATION MANAGEMENT SOLUTIONS FOR DOCUMENT SCANNING IN AN AMOUNT NOT TO EXCEED \$251,400 BY WAY OF A PIGGYBACK PURCHASE TO THE STATE OF FLORIDA DEPARTMENT OF MANAGEMENT SERVICES CONTRACT: APPROVING AMENDMENTS TO THE BUDGET FOR FISCAL YEAR 2019/2020: According to the agenda support documents Resolution 2020-42 approves the proposal from Datasavers Information Management Solutions not to exceed \$251,400 as a piggyback purchase to the State of Florida Department of Management Services Contract. Also approves a budget transfer of \$101,400 to the Building Professional

Services account from the: Building Temporary account (\$93,600); Building FICA account (\$7,200); and Building Workers' Compensation account (\$600). **A motion was made by Vice Mayor Kreger, seconded by Commissioner Ross, to approve Resolution 2020-42.** Commissioner Lednovich noted the City has not yet realized the financial effects of the Coronavirus (Covid-19) pandemic and asked that this project be deferred. City Manager Martin explained that statutory regulations require the spending occur within the next six months. City Attorney Bach clarified a new recently passed law has stringent requirements restricting funds specifically to the Building Department and reserve funds must be spent within a specific time frame. Ultimately, digitizing building permits and other documentation optimizes electronic accessibility and eliminates the need for costly paper storage. **Vote upon passage of the motion was taken by ayes and nays and was as follows:**

Vice Mayor Kreger:	NAY
Commissioner Ross:	AYE
Commissioner Chapman:	AYE
Commissioner Lednovich:	NAY
Mayor Miller:	AYE

Motion carried.

7.3 RESOLUTION 2020-43 AWARDING RFP #2019-06 TO QUEST ECOLOGY, INC. FOR THE PREPARATION OF THE AMELIA ISLAND BEACH HABITAT CONSERVATION PLAN; APPROVING AN AMENDMENT TO THE CAPITAL IMPROVEMENTS FUND IN FISCAL YEAR 2019/2020: According to the agenda support documents Resolution 2020-43 Awards RFP #2019-06 to Quest Ecology, Inc. in the amount of \$99,500 (50% City and 50% Nassau County) for the preparation of a Beach Habitat Conservation Plan. Approves amending the budget by increasing the Beach Habitat Conservation Plan account and USACE Refund account, both by \$49,750. Also approves increasing the total City Budget from \$174,030,484 to \$174,080,234. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Chapman, to approve Resolution 2020-43.** City Attorney Bach gave a brief summation of meetings with Nassau County and US Fish and Wildlife representatives that culminated in this Resolution. Commissioner Ross raised questions and concerns regarding legality and timing considering there may be a grant available that could be invalidated if City funds are spent prior to receiving the grant. Discussion ensued amongst the Commission regarding permits, mitigation, costs, and compliance. **Vote upon passage of the motion was taken by ayes and nays and was as follows:**

Vice Mayor Kreger:	AYE
Commissioner Chapman:	NAY
Commissioner Ross:	NAY
Commissioner Lednovich:	NAY
Mayor Miller:	NAY

Motion failed.

7.4 RESOLUTION 2020-50 AUTHORIZING THE CITY ATTORNEY AND SPECIAL COUNSEL JACOBS, SCHOLZ & WYLER TO PROCEED WITH EMINENT DOMAIN PROCEEDINGS PURSUANT TO §73.021, FLORIDA STATUTES, TO ACQUIRE THE LAND FOR THE NECESSARY DEVELOPMENT OF A PUBLIC PARK, PLAYGROUND, OR RECREATIONAL FACILITY, RESILIENCY OF THE WATERFRONT OF THE AMELIA RIVER, AND THE JOINT VENTURE BETWEEN THE CITY OF FERNANDINA BEACH AND THE FLORIDA DEPARTMENT OF TRANSPORTATION IN THE IMPROVEMENT OF FRONT STREET AND

ALACHUA STREET: According to the agenda support documents Resolution 2020-50 authorizes Jacobs, Scholz and Wyler, LLC to prepare and prosecute eminent domain proceedings for certain property located at North Front Street. **A motion was made by Commissioner Ross, seconded by Commissioner Chapman, to approve Resolution 2020-50.** Commissioner Lednovich questioned the need for moving forward at this time given the Coronavirus (COVID-19) pandemic. City Attorney Bach noted negotiations are ongoing although a lawsuit has not been filed and gave a breakdown of costs and fees associated with moving forward. Further discussion ensued regarding various potential scenarios and costs. **Vote upon passage of the motion was taken by ayes and nays and was as follows:**

Commissioner Ross:	AYE
Commissioner Chapman:	AYE
Vice Mayor Kreger:	NAY
Commissioner Lednovich:	AYE
Mayor Miller:	AYE

Motion carried.

7.5 RESOLUTION 2020-51 APPROVING NORTHEAST FLORIDA REGIONAL COUNCIL AS A SOLE SOURCE VENDOR IN FISCAL YEAR 2019/2020. According to the agenda support documents Resolution 2020-51 approves Northeast Florida Regional Council as a sole source vendor for the drafting of Comprehensive Plan Amendments to fulfill legislative obligations in an amount not to exceed \$25,000. **A motion was made by Commissioner Ross, seconded by Vice Mayor Kreger, to approve Resolution 2020-51.** Commissioner Lednovich questioned the timing and need for spending. City Manager Martin stated the fiscal importance of moving forward and getting the projects in the pipeline for completion. Further discussion ensued amongst the Commission regarding timelines, deadlines, and costs for reports. **Vote upon passage of the motion was taken by ayes and nays and was as follows:**

Commissioner Ross:	AYE
Vice Mayor Kreger:	AYE
Commissioner Chapman:	AYE
Commissioner Lednovich:	NAY
Mayor Miller:	AYE

Motion carried.

7.6 RESOLUTION 2020-52 APPROVING AMENDMENTS TO THE BUDGET FOR FISCAL YEAR 2019/2020. According to the agenda support documents Resolution 2020-52 approves a budget transfer in the amount of \$88,715 from Building Reserve account to the: Building Vehicles - Parts account (\$7,650); Building Gas/Oil account (\$500); Building R/M Vehicles – Labor account (\$1,200); Building Operating Supplies account (\$62,000); and Building R/M Buildings account (\$17,365). **A motion was made by Vice Mayor Kreger, seconded by Commissioner Ross to approve Resolution 2020-52.** Commissioner Lednovich reiterated questions regarding timing and the pros and cons of moving forward with the resolution. City Manager Martin stated building officials are working and require vehicles to do their jobs. Commissioner Chapman suggested investigating purchasing electric vehicles for city use. **Vote upon passage of the motion was taken by ayes and nays and was as follows:**

Vice Mayor Kreger:	AYE
Commissioner Chapman:	AYE
Commissioner Ross:	AYE

Commissioner Lednovich: NAY
Mayor Miller: AYE

Motion carried.

7.7 RESOLUTION 2020-53 AMENDING RESOLUTION 2019-187 INCREASING THE COST OF RECRUITMENT SERVICES FROM SOLE SOURCE VENDOR STRATEGIC GOVERNMENT RESOURCES, INC. (SGR) FROM \$21,250.00 TO \$24,353.22: According to the agenda support documents Resolution 2020-53 approves increasing the approved amount for Strategic Government Resources, Inc. from \$21,250.00 to \$24,353.22 for additional advertisements related to recruitment services. **A motion was made by Commissioner Ross, seconded by Vice Mayor Kreger, to approve Resolution 2020-53.** Commissioner Lednovich expressed financial concerns given the Coronavirus (COVID-19) pandemic and requested postponing pursuing the Assistant City Manager position although the Human Resources position is a necessity. City Manager Martin concurred that recruitment of the Human Resources position should move forward, and the Assistant City Manager/City Engineer will replace the outgoing Utilities Director John Mandrick who retires in October 2020. Commissioner Ross concurred that it is important to move forward with both positions. **Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.8 RESOLUTION 2020-54 APPROVING THE COOPERATIVE PURCHASE OF GOLF COURSE EQUIPMENT FROM WESCO TURF, INC. IN AN AMOUNT NOT TO EXCEED \$64,868.39: According to the agenda support documents Resolution 2020-54 approves the cooperative purchase of a green's mower, aerator, and sand pro spiker from Wesco Turf, Inc. in an amount not to exceed \$64,868.39. **A motion was made by Commissioner Ross, seconded by Commissioner Lednovich, to approve Resolution 2020-54.** Commissioner Ross gave a detailed explanation of the equipment noting the importance of essential equipment to maintain the golf course for use once the COVID-19 crisis is over. Commissioner Lednovich theorized that because of the current crisis there will be golf courses that go out of business and will possibly have equipment to buy at a reduced cost and suggested waiting until this happens. Commissioner Chapman concurred with Commissioner Ross on buying new equipment noting buying used equipment has risks and reiterated the importance of being prepared for the end of the crisis and the reopening of the golf course and other city entities. Further discussion ensued regarding the current COVID-19 crisis, the necessity of purchasing the equipment to maintain the golf course during its closure and the golf course managers endeavor to obtain top quality equipment for the best price. **Vote upon passage of the motion was taken by ayes and nays and was as follows:**

Vice Mayor Kreger: NAY
Commissioner Chapman: AYE
Commissioner Ross: AYE
Commissioner Lednovich: NAY
Mayor Miller: AYE

Motion carried.

7.9 RESOLUTION 2020-55 APPROVING CONTRIBUTIONS TO THE NASSAU COUNTY COUNCIL ON AGING, BARNABAS CENTER, AND SALVATION ARMY; APPROVING AMENDMENTS TO THE BUDGET FOR FISCAL YEAR 2019/2020: According to the agenda support documents Resolution 2020-55 approves contributions to Nassau County Council on Aging (\$120,000); Barnabas (\$60,000); and Salvation Army (\$30,000). Also approves the transfer of \$210,000 from the

General Fund Contingency account to: Council on Aging account (\$120,000), to Non-Profit Barnabas account (\$60,000); and to Non-Profit Salvation Army account (\$30,000) in the FY 2019/2020 Budget. This amendment increases the total City Budget from \$174,080,234 to \$174,515,234. **A motion was made by Commissioner Ross, seconded by Commissioner Lednovich, to approve Resolution 2020-55. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

8.1 FIRST READING OF ORDINANCE 2020-10: City Attorney Bach read Ordinance 2020-10 by title only, which was as follows: “AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA ESTABLISHING AND AMENDING FEES FOR THE AIRPORT AND PLANNING & CONSERVATION DEPARTMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.” According to the agenda support documents Ordinance 2020-10 approves the amended Airport and Planning & Conservation Department Fee Schedules for Fiscal Year 2019/2020. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Chapman to approve Ordinance 2020-10. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

8.2 FIRST READING OF ORDINANCE 2020-11: City Attorney Bach read Ordinance 2020-11 by title only, which was as follows: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA AMENDING THE LAND DEVELOPMENT CODE (LDC) BY AMENDING SECTIONS 4.05.14 (TREE PROTECTION REQUIREMENTS); SECTION 11.08.04 (SPECIFIC PENALTIES FOR VIOLATION OF TREE PERMIT REQUIREMENTS) AND SECTION 10.03.00 (ADMINISTRATIVE WAIVERS) PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.” According to the agenda support documents Ordinance 2020-11 amends the Land Development Code specific to Tree Protection Enforcement and Penalties. **A motion was made by Commissioner Ross, seconded by Vice Mayor Kreger to approve Ordinance 2020-11. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

9.1 NON-ESSENTIAL SPENDING AND NON-ESSENTIAL PROJECTS: This item is placed on the agenda at the request of Commissioner Lednovich who raised concerns regarding potential lack of general fund revenues as a result of the Coronavirus (COVID-19) pandemic. Commissioner Lednovich recommended City spending beyond necessities be postponed until the full financial impact of the Coronavirus (COVID-19) is realized.

City Manager Martin gave a detailed financial report and commended city staff for their diligence in maintaining the budget noting the city is currently in a “strong financial position”.

NONESSENTIAL SPENDING: Ms. Jean Pugh, 1552 Ruskin Lane, provided the following public comment via email which stated in relevant part: “Given the inevitable loss of revenue during 2020, I strongly urge the Commission to move in (Commissioner Lednovich’s) direction and support efforts to cut costs not only for the 2020-2021 budget, but also to examine expenditures approved in the current budget that can be postponed or actually eliminated. Some projects previously approved (i.e. the golf course improvements and Simmons Road Park) not only require significant expenditures, but also incur future expenses related to labor and maintenance. These funds could potentially be redirected into future projects as the economy improves and revenues rise.”

NONESSENTIAL SPENDING: Mr. Jack Knocke, 2809 Oceanview Court, provided the following public comment via email which stated in relevant part: “support Commissioner Lednovich’s non-essential spending reduction proposal. Identify other programs that could possibly be impacted.”

CITY MANAGER REPORTS:

THANK YOU: City Manager Martin thanked the community's ongoing efforts and support during this challenging time and expressed hope for resuming enjoying our previous quality of life that perhaps was taken for granted prior to the crisis. Continued vigilance is urged in sustaining recommended preventative measures and supporting local community businesses and merchants. Thank you to the numerous healthcare professionals who face and will overcome the current health crisis. And thank you to City staff who continue to support and provide services during this emergency.

CLOSED: City Manager Martin reminded all that City facilities remain closed to the public however many services and applications can be accessed or completed remotely.

CONGRATULATIONS: City Manager Martin congratulated Human Resources Director Ms. Robin Marley on her March 31st retirement. Ms. Marley served the City for fifteen years. Despite her departure from the City work force, Robin and her family will continue to be respected and valued members of the Fernandina Beach community.

EVENTS: City Manager Martin announced the Farm Share event Saturday, Apr 11, 9:00 AM-noon at the Martin Luther King, Jr. Recreation Center, 1200 Elm Street. Under the current public health emergency conditions, this will be a drive-through only event. Farm Share was established in 1991 based on the simple idea to distribute fresh food free of charge to families, children, seniors and individuals in need throughout Florida. A semi-truck will provide approximately 40,000 pounds of provisions. Volunteers interested in assisting with the distribution are welcome but should take appropriate pre-cautionary measures.

The Fernandina Market Place will be Saturday, Apr 18, 9:00 AM- 1:00 PM, corner of 14th Street and Lime Street. Much like the Farm Share event, this will be a trial event conducted via drive-through only. Tentatively, vehicles will queue along the storefronts from Jasmine Street toward Lime Street and then be directed past the participating vendors before exiting onto 14th Street.

MARINA: Final sections of northern attenuator docks have been poured and now cure. Bid issuance documents under review for northern docks. Lengthy discussion with Congressman Rutherford and FEMA staff this morning. FEMA staff offered some background on their review process, but several issues remain unresolved. Congressman Rutherford has requested a follow-up teleconference with FEMA staff in two weeks. Congressman Rutherford's involvement and assistance in this effort cannot be over-emphasized. Thank you also to his local and Washington staff for their assistance. Request for Proposals for Marina operations deadline has been extended to Apr 30.

AIRPORT: The agreement between the City and the Fixed Base Operator require meeting a series of minimum standards such as hours of operation, personnel, and services. Due to the ongoing public health emergency, the City has offered a temporary waiver to the minimum standards for the Fixed Base Operator.

LAND CONSERVATION: Matching fund donations sit at \$17,230. The possibility of claiming conservation donations as a charitable contribution are under review by City staff, auditors, and other tax professionals. North Florida Land Trust staff has indicated the likely acquisition of an additional three acres of undeveloped land (two parcels) in proximity to Egan's Creek. The acquisition will be funded "fifty-fifty" by the City and the North Florida Land Trust.

RAILROAD SIDEWALK: The sidewalk running from Ash Street to Centre Street along east side of railroad tracks formed and poured. Additional fence between tracks and sidewalk has yet to be constructed.

BEACH ACCESSES: Beach Access 5 is completed, Beach Access 2 is nearly completed, Beach Access 8N has just begun, and work is yet to start on Beach Access 9N. The main beach boardwalk is approximately 70% complete.

CITY ATTORNEY REPORTS:

CONFLICT RESOLUTION MEDIATION RESCHEDULED: The Ocean Highway Port Authority conflict resolution mediation is to be rescheduled from April 15th to a proposed date of June 3rd. *The Commission unanimously voted to adopt June 3rd as the new mediation date.*

THANK YOU: City Attorney Bach thanked all city staff including the police and fire departments on the front line during the current pandemic and expressed pride in serving our city. Thank you to Commissioner Ross and all the healthcare professionals and the teachers supporting the community.

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

MAYOR/COMMISSIONER COMMENTS:

SOCIAL DISTANCING: Commissioner Ross advocated for the six-foot social distancing guidelines and encouraged all to reach out and emotionally support one another.

SUPPORT: Commissioner Lednovich acknowledged an overwhelmed feeling and encouraged all to “hang in there” expressing gratefulness for community support.

TOURIST DEVELOPMENT COUNCIL: Vice Mayor Kreger shared an email from the Tourist District Council regarding vacation rentals, an industry currently being impacted by the pandemic.

SAFETY: Vice Mayor Kreger encouraged all to follow CDC guidelines to stay safe.

THANK YOU: Commissioner Chapman thanked City staff for their commitment and dedication, encouraged parents to take the opportunity to teach children home basics and encouraged all to continue CDC best practices including staying off the beach in an effort to stop the viral spread.

COMMUNITY: Mayor Miller praised the supportive community efforts, City staff and the Police and Fire Departments who risk their lives daily noting that as a community, despite the current uncertainty, we will prevail.

THANK YOU: Mayor Miller thanked Commissioner Ross, an emergency room physician, for his dedication support to local organizations that provide food and necessities to those in need.

14. ADJOURNMENT: There being no further business to come before the City Commission, the meeting was adjourned at 8:59pm.

DRAFT

MINUTES

City Commission Regular Meeting

April 7, 2020

Page 10 of 10

ATTEST:

Caroline Best
City Clerk

John A. Miller
Mayor-Commissioner

The City Commission of the City of Fernandina Beach, Florida, met in a virtual Regular Meeting on Tuesday, April 21, 2020 at 6:00 pm with elected officials and City staff participating through video conferencing which was broadcasted live for members of the public to view on the City of Fernandina Beach website and Comcast channel 264. Present in City Chambers were Mayor John A. Miller presiding, City Clerk Caroline Best and City Manager Dale L. Martin Also present via video conferencing were Vice Mayor Len Kreger, Commissioners Philip Chapman, Mike Lednovich, Chip Ross and City Attorney Tammi Bach.

Mayor Miller called the meeting to order and led the Pledge of Allegiance to the Flag. City Manager Martin read the invocation written by Trinity United Methodist Church Pastor Granardo Felix.

4.1 PROCLAMATION - "NATIONAL LIBRARY WEEK": Mayor Miller recognized April 19-25, 2020, as "National Library Week."

4.2 PROCLAMATION - WATER CONSERVATION MONTH: Mayor Miller recognized the month of April as "Water Conservation Month."

4.3 PROCLAMATION - NEW ZION MISSIONARY BAPTIST CHURCH 150TH ANNIVERSARY: Mayor Miller recognized the 150th Anniversary of the New Zion Missionary Baptist Church.

4.4 PROCLAMATION - RETIREMENT OF MS. ROBIN MARLEY: Mayor Miller recognized Ms. Robin Marley upon her retirement after fifteen years and eight months of dedicated service to the City of Fernandina Beach.

4.5 BUDGET SUMMARY: Please review attached presentation material (no actual presentation). Commissioner Lednovich suggested the Commission plan for a possible downturn in the economy.

5. PUBLIC COMMENT: Due to the continuing effects of the public health emergency, all designated public comments received by the City Manager (dmartin@fbfl.org) following the April 14th publication of the City Commission Regular Meeting Agenda on April 21 will be presented electronically to the City Commissioners at 5:00 PM, April 21, for review and inclusion into the formal record of the City Commission meeting. The following individuals submitted email comments:

BEACH CLOSED: Ms. Gina Arnold, emailed in support of keeping the beach closed due to the public health emergency.

BEACH REOPENED: Mr. Todd Ericksen, 1919 Sunrise Drive, emailed in support of the beach being reopened.

BEACH REOPENED: Mr. Joel Schwickerath, emailed in support of the beach being reopened.

OCEAN ACCESS: Mr. James K McIntyre, 1009 White Street, is in support of granting surfers' access to the ocean.

OCEAN ACCESS: Mr. Rob McAbee on behalf of Mr. Paul Lore, emailed in support of granting surfers' access to the ocean.

BEACH CLOSED: Mr. Haviland Wright, emailed in support of keeping the beach closed due to the public health emergency.

BEACH REOPENED: Mr. Roy Cook, 2808 Cleveland Avenue, emailed in support of reopening the beach with restrictions.

BEACH REOPENED: Mr. Matt Leen, 2225 Off Shore Drive, emailed in support of reopening the beach without restrictions.

BEACH REOPENED: Ms. Nancy O’Roark, 2116 Ciera Lane, emailed in support of reopening the beach with restrictions.

BEACH REOPENED: Ms. Patricia Cole, 2973 S. Fletcher Avenue, emailed in support of reopening the beach with restrictions.

CITY AND COUNTY REOPENED: Mr. Keith Laroche, emailed in support of fully reopening the City and Nassau County.

BEACH REOPENED: Mr. BJ Morris, 706 S. Fletcher Avenue, emailed in support of reopening the beach with restrictions.

FARMERS MARKET: Ms. Elizabeth Lee emailed in support of continuing the drive through Saturday farmers market that had an inaugural success last Saturday 4/18 with over 600 cars participating.

BEACH REOPENED: Mr. David Johnston emailed in support of reopening the beach without restrictions.

TREE REMOVAL FINES: Mr. Jack Knocke, emailed in reference to tree removal fines and suggested focus on more public awareness and encouraged more planting of trees.

QUESTIONS: Ms. Monica Trexler emailed a series of questions related to agenda items 6.1, 7.1, 8.1, 8.2 and 9.3.

6.1 RESOLUTION 2020-46 RECOMMENDING SUPPORT FOR EXPANDING THE MAIN STREET PROGRAM BOUNDARIES AND AUTHORIZING FISCAL SUPPORT FOR THREE YEARS THROUGH FISCAL YEAR 2023/2024: According to the agenda support documents Resolution 2020-46 authorizes City financial support for the Main Street program in the amount of \$40,000 per year for three years through September 30, 2024. Also supports the new boundaries and expansion of the Main Street Program.

SUPPORT: Mr. Benjamin Morrison, 2107 Whitfield Drive, emailed in support of the Fernandina Beach Main Street program and funding.

SUPPORT: Mr. Ron Jacobson of Shoe Visions retail store emailed in support of the Fernandina Beach Main Street program and funding.

SUPPORT: Fernandina Beach Main Street Executive Director Ms. Arlene Filkoff, emailed in support of the Fernandina Beach Main Street program and funding.

SUPPORT: Amelia Island Coffee Owner Mr. Gene Goldenberg, emailed in support of the Fernandina Beach Main Street program and funding.

SUPPORT: Amelia Island Coffee Manager Mr. Ricky Robbins Jr., emailed in support of the Fernandina Beach Main Street program and funding.

A motion was made by Commissioner Ross, seconded by Commissioner Chapman, to approve Resolution 2020-46. Commissioner Lednovich stated the Main Street program has one- and one-half years of funding remaining and suggested this Resolution be postponed pending the upcoming election and the current health crisis effect on the economy. **Vote upon passage of the motion was taken by ayes and nays and was as follows:**

Vice Mayor Kreger:	AYE
Commissioner Ross:	AYE
Commissioner Chapman:	AYE
Commissioner Lednovich:	NAY
Mayor Miller:	AYE

4-1 motion carried.

6.2 RESOLUTION 2020-56 APPROVING AN AGREEMENT BETWEEN THE CITY OF FERNANDINA BEACH AND NASSAU HUMANE SOCIETY TO PROVIDE ANIMAL CONTROL SERVICES TO THE RESIDENTS OF THE CITY OF FERNANDINA BEACH: According to the agenda support documents Resolution 2020-56 approves a new five-year agreement for Nassau Humane Society to provide animal rescue services to the City. City Attorney Bach gave a detailed explanation of Resolution 2020-56 and shared correspondence from Nassau Humane Society Board of Directors President Mr. Norm Ledwin regarding the scope of services including providing pet supplies to families being affected by the current health crisis. **A motion was made by Commissioner Chapman, seconded by Vice Mayor Kreger, to approve Resolution 2020-56. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

6.3 RESOLUTION 2020-57 APPROVING CONTRIBUTIONS TO BARNABAS CENTER - MEDICAL SERVICES, STARTING POINT BEHAVIORAL HEALTHCARE, AND MICAH'S PLACE; APPROVING AMENDMENTS TO THE BUDGET FOR FISCAL YEAR 2019/2020: According to the agenda support documents Resolution 2020-57 provides emergency funding to Barnabas Center - Medical Services in the amount of \$9,000; Nassau County Mental Health DBA Starting Point Behavioral Healthcare in the amount of \$30,000; and Micah's Place in the amount of \$15,000 to serve citizens during the Coronavirus pandemic. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Chapman, to approve Resolution 2020-57. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.1 FIRST READING OF ORDINANCE 2020-12: City Attorney Bach read Ordinance 2020-12 by title only, which was as follows: "AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA AMENDING SECTION 22-30, AMENDMENTS TO THE ELECTRICAL CODE, TO ALLOW FOR THE CITY MANAGER TO DELEGATE WAIVER AUTHORITY; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE." According to the agenda support documents Ordinance 2020-12 amends Section 22 of the Code of Ordinances pertaining to electrical code amendments **A motion was made by Commissioner Ross,**

seconded by Commissioner Chapman, to approve Ordinance 2020-12. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.

8.1 SECOND READING OF ORDINANCE 2020-03: City Attorney Bach read Ordinance 2020-03 by title only, which was as follows: “AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA AMENDING THE CITY’S FUTURE LAND USE MAP FOR VARIOUS PROPERTIES THROUGHOUT THE CITY PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.” According to the agenda support documents Ordinance 2020-03 modifies parcels throughout the City to align with the Future Land Use and Zoning Maps.

SUPPORT: Fernandina Beach Main Street Economic Vitality Council Chairperson Ms. Genece MinsheW emailed in support to approve the Resolution.

The public hearing was opened at this time and there being no comments from the floor, the public hearing was closed. **A motion was made by Commissioner Lednovich to table Ordinance 2020-03. The motion failed due to the lack of a second. A motion was made by Vice Mayor Kreger, seconded by Commissioner Chapman, to approve Ordinance 2020-03. Vote upon passage of the motion was taken by ayes and nays and was as follows:**

Vice Mayor Kreger:	AYE
Commissioner Chapman:	AYE
Commissioner Ross:	AYE
Commissioner Lednovich:	NAY
Mayor Miller:	AYE

4-1 Motion carried.

8.2 SECOND READING OF ORDINANCE 2020-04: City Attorney Bach read Ordinance 2020-04 by title only, which was as follows: “AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA AMENDING THE CITY’S ZONING MAP FOR VARIOUS PROPERTIES THROUGHOUT THE CITY PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.” According to the agenda support documents Ordinance 2020-04 modifies parcels throughout the City to align the Future Land Use and Zoning Maps. **A motion was made by Commissioner Ross, seconded by Vice Mayor Kreger, to approve Ordinance 2020-04. Vote upon passage of the motion was taken by ayes and nays and was as follows:**

Vice Mayor Kreger:	AYE
Commissioner Chapman:	AYE
Commissioner Ross:	AYE
Commissioner Lednovich:	NAY
Mayor Miller:	AYE

4-1 Motion carried.

8.3 SECOND READING OF ORDINANCE 2020-09: City Attorney Bach read Ordinance 2020-09 by title only, which was as follows: “AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA EXPANDING THE BOUNDARY OF THE HISTORIC DISTRICT TO INCLUDE THE OLD NASSAU COUNTY JAIL PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.” According to the agenda support Ordinance 2020-09

approves the Historic District boundary expansion to include the Old Nassau County Jail (Amelia Island Museum of History) building. **A motion was made by Commissioner Ross, seconded by Vice Mayor Kreger, to approve Ordinance 2020-09. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

9.1 MARINA: This item is placed on the agenda at the request of Commissioner Ross. City Manager Martin updated the following items: The Big P grant will be rejected due to several issues. Finance Comptroller Ms. Pauline Testagrose is researching commercial and other insurers for the Marina. Bids are projected to go out this week for the repair of northern attenuator and docks. The City pump out is available for service to boats. The six floating dock sections have arrived and are stored pending installation. Contractor Brance Diversified is scheduled for mid-May to begin demolition and subsequent piling and dock section installation followed by fuel and fire suppression systems. Completion is on schedule for July 2020. Negotiations continue with the problematic Federal Emergency Management Association (FEMA), Congressman John Rutherford is intervening on the City's behalf.

9.2 BEACHES: This item is placed on the agenda at the request of Vice Mayor Kreger. The Commission discussed reopening the beaches and concurred to monitor the direction of State of Florida Governor DeSantis. City Attorney Bach cited a recent court ruling preventing private beach front homeowners from accessing the beach during the public health emergency.

9.3 LAND DEVELOPMENT CODE (LDC) AMENDMENT: This item is placed on the agenda at the request of Commissioner Ross who raised concerns with the current wetland buffers and protections and suggested the Commission place this in the queue for Planning Advisory Board (PAB) and city staff review.

CITY MANAGER REPORTS:

THANK YOU: City Manager Martin thanked the Commission for their support of local agencies during the current health crisis.

RECOVERY COMMITTEE: City Manager Martin, Police Chief James Hurley and Fire Chief Ty Silcox participated with Nassau County Emergency Management officials in an inaugural Recovery Committee conference call to prepare for the expiration of current health crisis executive orders issued by Florida Governor Ron DeSantis.

PROJECTS: The sidewalk construction that parallels the railroad tracks along Front Street between Ash and Centre Streets has been completed. Work continues on the Resiliency Plan, the boardwalk at Main Beach is 90% complete, the state funded beach walkovers are complete, and bids will be published this week for the Simmons Road Park project.

EVENT: City Manager Martin reported the recent Farm Share event received over 200 cars and distributed approximately 1,250 bags of food to community residents.

FARMERS MARKET: City Manager Martin stated the recent drive through Farmers Market was an overwhelming success despite the long lines and minor traffic flow issues. The drive through market will continue to operate on Saturdays through the month of May. Thank you to the community for supporting the vendors.

CONSERVATION: City Manager Martin reported two land parcels have been identified through the North Florida Land Trust for conservation and will be presented for consideration at the May 5th City Commission Regular Meeting. Donations to the matching gift fund are being accepted through August 15th and the current total is approximately \$17,000, efforts are being made to streamline the donation process.

CITY ATTORNEY REPORTS:

BOARD MEETINGS: City Attorney Bach will present a discussion on reconvening board meetings at the May 5th City Commission Regular Meeting.

CITY CLERK REPORTS:

ETHICS TRAINING: City Clerk Best reminded the Commissioners to complete the annual Florida Commission on Ethics training prior to completing the Form 1 due July 1, 2020. Due to the current health crisis the training will not be given by the City legal department however online training is available.

CONGRATULATIONS: City Clerk Best congratulated Candidate Alexandra Lajoux on completing the 2020 General Election petition requirements.

MAYOR/COMMISSIONER COMMENTS:

UNITY: Commissioner Ross expressed compassion and pride for the community coming together during the current health crisis and encouraged all to continue to work together.

EVENTS: Commissioner Chapman attended the recent Farm Share event that welcomed over 200 families and the Nassau Council on Aging event to unload pallets of frozen meals to box and distribute.

THANK YOU: Commissioner Chapman thanked all the front-line employees doing their best to keep the community safe and fed during the health crisis. Commissioner Lednovich echoed compassion and thanks for all the health care, first responders and front-line employees working together through the crisis and wished all well.

DONATIONS: Vice Mayor Kreger recognized Rayonier Advanced Materials donation of \$45,000 to support local community agencies and the Tourist Development Council \$50,000 matching donation to Barnabas Center.

UPDATE: Mayor Miller reported that updates will be forthcoming regarding beach and other community openings and encouraged those who may need help to reach out.

THANK YOU: Mayor Miller thanked all employees and community members for their united efforts during the current health crisis.

14. ADJOURNMENT: There being no further business to come before the City Commission, the meeting was adjourned at 7:24pm.

ATTEST:

DRAFT

MINUTES

City Commission Regular Meeting

April 21, 2020

Page 7 of 7

Caroline Best
City Clerk

John A. Miller
Mayor-Commissioner

Due to the Coronavirus (COVID-19), the City Commission of the City of Fernandina Beach, Florida, met in a virtual Regular Meeting on Tuesday, May 5, 2020 at 6:00 pm with elected officials and City staff participating through video conferencing which was live broadcast on the City of Fernandina Beach website and Comcast Cable channel 264. Present in City Chambers were Mayor John A. Miller presiding, City Clerk Caroline Best and City Manager Dale L. Martin. Present via video conferencing were Vice Mayor Len Kreger, Commissioners Philip Chapman, Mike Lednovich, Chip Ross and City Attorney Tammi Bach.

Mayor Miller called the meeting to order and led the Pledge of Allegiance to the Flag. City Manager Martin read the invocation written by Reverend Dr. Mark Charles of Memorial United Methodist Church

4.1 PROCLAMATION: "PEACE OFFICERS MEMORIAL DAY" AND "NATIONAL POLICE WEEK" – Mayor Miller proclaimed May 15, 2020, as “Peace Officers Memorial Day” and the week of May 10, 2020, as “National Police Week.”

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

5. PUBLIC COMMENT REGARDING ITEMS NOT ON THE AGENDA OR ITEMS ON THE CONSENT AGENDA: Due to the continuing effects of the public health emergency, all designated public comments received by the City Manager (dmartin@fbfl.org) following the April 28 publication of the City Commission Regular Meeting Agenda on May 5 will be presented electronically to the City Commissioners at 5:00 PM, May 5, for review and inclusion into the formal record of the City Commission meeting. The following individuals submitted public comment via email to City Manager Martin:

BEACH ACCESS: Lester Landers, 636 Tarpon Avenue, is in support of reopening beach access 7.

BEACH ACCESS: Tom Jackson, 2795 B W. 4TH Street, is in support of reopening beach access 7.

CITY SUMMER CAMP PROGRAM: Jennifer Misciagna, city resident, is in support of the City opening the Parks and Recreation summer camp program which will be needed as parents return to work.

FACE MASK PROTECTION: Suzanne Batchelor applauded local proactive businesses and organizations safety measures during the Coronavirus (COVID-19) outbreak and urged city leaders to educate and encourage citizens on proper face mask protection.

BEACH ACCESS: LeighAnne Hersey is in support of reopening the 4th Street beach access.

BEACH ACCESS: Polly Davis Hope requested the “ugly fence” be removed from beach access 7N.

BEACH ACCESS: Steve Vollman is in support of reopening beach access 7N.

BEACH ACCESS: Connie Hill, no address provided, expressed disappointment to see fencing beside the steps at access 7N. Carrying a chair and umbrella is dangerous up & down the steps. The path hugs the steps for a few feet and does minimal damage to dune, please remove.

BEACH ACCESS: Audra Hill, no address provided, expressed concern about no longer having a sand path by the stairs at 7N.

BEACH ACCESS: Bambi Parham, no address provided, wrote to implore the City to open a pathway around the walkover at beach access 7N.

BEACH OPENING: Paul Lore, 2794 Long Boat Drive, expressed concern by the manner in which City beaches were reopened.

PUBLIC COMMENT: Paul Lore, 2794 Long Boat Drive, disappointed that public comment was not discussed at the April 21, 2020 City Commission Regular Meeting.

6. CONSENT AGENDA: The following four items were on the Consent Agenda and were approved by one motion.

6.1 RESOLUTION 2020-58 APPROVING AN EXTENSION FOR HISTORIC TAX CREDITS FOR THE PROPERTY LOCATED AT 322 NORTH 3RD STREET: According to the agenda support documents Resolution 2020-58 extends the historic property tax credit for the property at 332 N. 3rd Street through August 1, 2020. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Chapman, to approve Resolution 2020-58. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

6.2 RESOLUTION 2020-59 APPROVING REIMBURSEMENT OF FUNDS FROM THE STATE HIGHWAY LIGHTING AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT): According to the agenda support documents Resolution 2020-59 approves reimbursement of funds from the State Highway Lighting Agreement between the City of Fernandina Beach and FDOT. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Chapman, to approve Resolution 2020-59. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

6.3 RESOLUTION 2020-60 APPROVING CHANGE ORDER #1 WITH DUNMAR GROUP, INC. FOR ADDITIONAL WORK RELATING TO THE AREA 1 DRAINAGE PROJECT ON NORTH 15TH STREET: According to the agenda support documents Resolution 2020-60 approves Change Order #1 with Dunmar Group, Inc. in the amount by \$1,800 for additional work relating to the Area 1 Drainage Project on North 15th Street. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Chapman, to approve Resolution 2020-60. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

6.4 RESOLUTION 2020-61 APPROVING THE EXTENSION OF WATER SERVICES OUTSIDE THE CORPORATE LIMITS; ACCEPTING THE VOLUNTARY ANNEXATION PETITION FOR ONE PARCEL CONTAINING APPROXIMATELY 0.23 ACRES OF LAND LOCATED ON 745 MAGNOLIA LANE: According to the agenda support documents Resolution 2020-61 authorizes the extension of water services to the property located at 745 Magnolia Lane. Also approves the Voluntary Annexation Petition. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Chapman, to approve Resolution 2020-61. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.1 RESOLUTION 2020-62 APPROVING WORK ORDER 20-91 WITH PASSERO ASSOCIATES, LLC TO PROVIDE DESIGN AND BID SUPPORT SERVICES FOR

CONSTRUCTION OF NEW T-HANGAR UNITS AT THE FERNANDINA BEACH MUNICIPAL AIRPORT: According to the agenda support documents Resolution 2020-62 approves Work Order 20-91 with Passero Associates, LLC, in the amount of \$89,200.00, to provide T-Hangar Design and Bid Support Services at the Fernandina Beach Municipal Airport. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Chapman, to approve Resolution 2020-62.** Commissioner Ross explained that per Federal Aviation Administration guidelines the funding may only be used by the Airport and the proposed project will benefit the local workforce. Vice Mayor Kreger noted that a significant portion of funding is from grant money. **Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.2 RESOLUTION 2020-63 APPROVING WORK ORDER 20-92 WITH PASSERO ASSOCIATES, LLC TO PROVIDE DESIGN AND ENVIRONMENTAL PERMITTING SUPPORT SERVICES RELATED TO THE AMELIA RIVERFRONT. According to the agenda support documents Resolution 2020-63 approves Work Order 20-92 with Passero Associates, LLC, in the amount of \$106,500, to provide design and environmental permitting support services related to the Amelia Riverfront resiliency, stabilization and living shoreline from southeast corner of parking lot D to Atlantic Seafood. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Ross, to approve Resolution 2020-63.** Commissioner Ross explained the grant funding for the project will aid in providing shoreline stabilization during flooding which will inevitably occur. Vice Mayor Kreger added the grant funding was issued in 2018 and gave a detailed explanation of the project. City Manager Martin added per the Water Resources Development Act an application is being prepared to submit to congress to request \$27 million dollars for this project. **Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.3 RESOLUTION 2020-64 APPROVING WORK ORDER 20-93 WITH PASSERO ASSOCIATES, LLC TO PROVIDE A WATERFRONT STABILIZATION ANALYSIS AND BUILDING CONDITION ASSESSMENT OF BRETT'S WATERWAY CAFÉ: According to the agenda support documents Resolution 2020-64 approves Work Order 20-93 with Passero Associates, LLC, in the amount of \$102,000 to complete a waterfront stabilization analysis and building condition assessment of Brett's Waterway Café. **A motion was made by Commissioner Ross, seconded by Vice Mayor Kreger, to approve Resolution 2020-64.** **Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.4 RESOLUTION 2020-65 ESTABLISHING A CONTINUED INTERLOCAL AGREEMENT BETWEEN THE CITY OF FERNANDINA BEACH AND NASSAU COUNTY PROPERTY APPRAISER FOR SHARED SERVICES IN GEOGRAPHICAL INFORMATION SYSTEMS (GIS): According to the agenda support documents Resolution 2020-65 approves an interlocal agreement with the Nassau County Property Appraiser supporting shared services for GIS.

FUNDING: Louis Goldman, no address provided, right now the City is contributing somewhere close to 26% of the budget of the County. The County should be supplying all of this information and our portion of the cost should 26% of the total \$65,200 + \$5,000 that they want to charge the City. It looks like we will be paying for one of their (new) employees of which we have no control of and not know if the job requires 40 hours/week.

SUPPORT: the Amelia Tree Conservancy Board of Directors submitted an email in support of Resolution 2020-65.

A motion was made by Commissioner Ross, seconded by Commissioner Lednovich, to postpone Resolution 2020-65. Commissioner Ross reasoned that more information was needed find out exactly what the City would receive considering the price has increased to \$62,500 which is twelve times increase from the previous interlocal agreement. Vice Mayor Kreger noted his opinion is to move forward considering his recent conversation with Planning and Conservation Department Director Kelly Gibson who explained the upgrade is more specific valuable information and mapping services. **Vote upon passage of the motion was taken by ayes and nays and was as follows:**

Commissioner Ross:	AYE
Commissioner Lednovich:	AYE
Commissioner Chapman:	AYE
Vice Mayor Kreger:	NAY
Mayor Miller:	NAY

Motion carried.

7.5 RESOLUTION 2020-66 APPROVING TWO OPTION AGREEMENTS FOR SALE AND PURCHASE OF TWO PARCELS OF VACANT LAND ADJACENT TO THE EGANS CREEK GREENWAY ON THE EAST FOR THE PUBLIC PURPOSE OF CONSERVATION OR PASSIVE PARKS: According to the agenda support documents Resolution 2020-66 approves the Option Agreement for Sale and Purchase for the purchase price of \$400,000 with JR Holdings for the acquisition of land near Egans Creek Greenway for conservation. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Ross, to approve Resolution 2020-66.** Vice Mayor Kreger explained per North Florida Land Trust Director Marc Hudson the developable parcels will be matched 50% and designated as conservation land. **Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

SUPPORT: Margaret Kirkland on behalf of the Amelia Tree Conservancy Board of Directors and members, submitted an email in support of Resolution 2020-66.

7.6 RESOLUTION 2020-67 APPROVING FIRE DEPARTMENT BUDGET AMENDMENTS TO FOR FISCAL YEAR 2019/2020: According to the agenda support documents Resolution 2020-67 approves a transfer from the Fire Improvements account (\$25,000), the Fire Communications–Internet account (\$4,555), and the General Fund Contingency account (\$11,000), to the Fire Machinery and Equipment account (\$40,555) for costs associated with the purchase of a Decontamination System and Polaris Ranger. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Ross, to approve Resolution 2020-67. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.7 RESOLUTION 2020-68 ACCEPTING THE PROPOSAL FROM JONES EDMUNDS AND ASSOCIATES, INC. IN AN AMOUNT NOT TO EXCEED \$60,000 FOR THE PREPARATION OF THE RESIDENTIAL LOW IMPACT DEVELOPMENT MANUAL: According to the agenda support documents Resolution 2020-68 accepts the proposal from Jones Edmunds and Associates, Inc. in an amount not to exceed \$60,000 for the preparation of the Residential Low Impact Development Manual. **Resolution 2020-68 was removed from consideration.**

7.8 RESOLUTION 2020-69 ADOPTING EMERGENCY MEETING PROCEDURES PURSUANT TO EXECUTIVE ORDER 20-69 FOR THE DECLARED STATE OF EMERGENCY IN RESPONSE TO COVID-19: Adopts the City of Fernandina Beach Communications Media Technology (CMT) Quasi-

Judicial, Legislative, and Administrative Hearing Procedures. City Attorney Bach gave a detailed explanation of the rules of procedure and suggested amending Resolution 2020-69 to include specific quasi-judicial protocol. **A motion was made by Commissioner Chapman, seconded by Vice Mayor Kreger, to approve amended Resolution 2020-69. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

8.1 FIRST READING OF ORDINANCE 2020-13: City Attorney Bach read Ordinance 2020-13 by title only, which was as follows: “AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA AMENDING CHAPTER 74, ARTICLE V, OF THE CODE OF ORDINANCES, AMENDING SECTION 74-152, TAX EXEMPTION FOR IMPROVEMENTS TO QUALIFIED HISTORIC PROPERTIES; AMENDING SECTION 74-155, APPLICATION AND REVIEW PROCESS; AMENDING SECTION 74-167, ISSUANCE OF OTHER PERMITS PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.”. According to the agenda support documents Ordinance 2020-13 amends Chapter 72 of the City Code by extending the time frame for completion of work on qualifying improvement projects from two years to five years. **A motion was made by Commissioner Ross, seconded by Commissioner Lednovich, to approve Ordinance 2020-13. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

8.2 FIRST READING OF ORDINANCE 2020-14: City Attorney Bach read Ordinance 2020-14 by title only, which was as follows: “AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH AMENDING THE CITY OF FERNANDINA BEACH CODE OF ORDINANCES, CHAPTER 2, ARTICLE III, BOARDS, COMMISSIONS, COMMITTEES; AMENDING SECTION 2-122 TO STANDARDIZE START AND END TERMS FOR BOARD APPOINTMENTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.” According to the agenda support documents Ordinance 2020-14 amends Chapter 2 of the City Code to standardize all Board appointment terms to start on January 1 and end on December 31 of the given term.

City Attorney Bach stated all board members excluding City Commissioners, have three year terms starting January 1 through December 31, each board and committee must have a chairperson and recording secretary (may be a board member or city staff person to take minutes of each meeting). The City Clerk’s office board or committee members eligible for reappointment 90 days’ notice prior to their term expiring. The City Clerk’s office must be notified 60 days prior to expiration for any board member seeking reappointment. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Chapman, to approve Ordinance 2020-14. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

8.3 FIRST READING OF ORDINANCE 2020-15: City Attorney Bach read Ordinance 2020-15 by title only, which was as follows: “AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH AMENDING ARTICLE II, CHAPTER 14, AMUSEMENTS AND ENTERTAINMENTS; AMENDING SECTION 14-26 DEFINITIONS; CREATING SECTION 14-32, STATEMENT OF INTENT; CREATING SECTION 14-33 PROHIBITION OF SIMULATED GAMBLING DEVICES; CREATING SECTION 14-34 EXEMPTIONS; CREATING SECTION 14-35 CONFLICT WITH STATE LAW; CREATING SECTION 14-36 ENFORCEMENT, CIVIL REMEDIES.” According to the agenda support documents Ordinance 2020-15 amends Chapter 14 of the City Code pertaining to the prohibition of online gaming. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Chapman, to approve Ordinance 2020-15. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

9.1 SECOND READING OF ORDINANCE 2020-10: City Attorney Bach read Ordinance 2020-10 by title only, which was as follows: “AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH ESTABLISHING AND AMENDING FEES FOR THE AIRPORT AND PLANNING & CONSERVATION DEPARTMENT.” According to the agenda support documents Ordinance 2020-10 approves the amended Airport and Planning & Conservation Department Fee Schedules for Fiscal Year 2019/2020. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Chapman, to approve Ordinance 2020-10. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

9.2 SECOND READING OF ORDINANCE 2020-11: City Attorney Bach read Ordinance 2020-11 by title only, which was as follows: “AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH AMENDING THE LAND DEVELOPMENT CODE (LDC) BY AMENDING SECTIONS 4.05.14 (TREE PROTECTION REQUIREMENTS); SECTION 11.08.04 (SPECIFIC PENALTIES FOR VIOLATION OF TREE PERMIT REQUIREMENTS) AND SECTION 10.03.00 (ADMINISTRATIVE WAIVERS).” According to the agenda support documents Ordinance 2020-11 amends the Land Development Code specific to Tree Protection Enforcement and Penalties.

City Manager Martin read the following email into the record:

POSTPONEMENT: Christie Magnet, 505 Crosswind Drive, suggested postponing code changes and focusing support on the community during the COVID-19 health crisis.

Commissioner Lednovich read the following email into the record:

SUPPORT: Margaret Kirkland, 1377 Plantation Point Drive, on behalf of the Amelia Tree Conservancy Board of Directors emailed the Commission in support of Ordinance 2020-11.

A motion was made by Vice Mayor Kreger, seconded by Commissioner Ross, to approve Ordinance 2020-11. Discussion ensued amongst the Commission regarding disseminating information to the public and enforcement. **Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

10.1 LAND CONSERVATION: This item is placed on the agenda at the request of Commissioner Lednovich who revisited the deadline for the conservation referendum to be placed on the upcoming election ballot. City Attorney Bach stated the decision deadline is August 18th. Commissioner Ross surmised that although a conservation referendum is a great idea it is not the appropriate time considering the current pandemic and subsequent job losses in the community. Vice Mayor Kreger, Commissioner Chapman, Mayor Miller, and Commissioner Lednovich all concurred.

10.2 WATERFRONT DEVELOPMENT: This item is placed on the agenda at the request of Commissioner Lednovich who yielded his time to Commissioner Ross to item 10.4.

10.3 BEACHES: This item is placed on the agenda at the request of Vice Mayor Kreger who complimented Parks and Recreation Department Director Nan Voit on the completed beach accesses: 8, 9N, 2 and 5S. The boardwalk is nearing completion. Walkovers 4 and 6 have a few issues that have prompted emails from the community.

Commissioner Lednovich a public comment email into the record from Jackie Stevenson, 83 Oak grove Place.

Commissioner Lednovich advocated for reopening the Sadler Road beach access to alleviate traffic concerns and protect pedestrians. Discussion continued regarding a process for safely opening up the beach parking again. Further discussion continued amongst the Commission opining beach parking, ADA beach accessibility, beach walkovers, social distancing, and beach trash. Vice Mayor Kreger urged caution for beach parking reopening and the need for enforcement.

City Attorney Bach noted the June 2 City Commission Regular Meeting agenda will include an item to submit a grant application to the U.S. Fish and Wildlife to fund a habitat conservation plan.

Commissioner Ross referred to citizen emails he received from the following: Steve Bowlen, Lester Landers, LeighAnne Hersey, Polly Hope Davis, Tom Jackson and Jennifer Misciagna, noting that he was going to meet them in person to discuss their concerns. Discussion continued focusing on beach walkovers, ramps, ADA accessibility and storm protection.

10.4 MARINA: This item is placed on the agenda at the request of Commissioner Ross who gave a detailed financial overview of the Marina and urged the Commission to convene on forward thinking guidance for the City Manager. Discussion ensued amongst the Commission on budgeting, costs, financial goals, options, and the expectation of a forthcoming plan from the City Manager.

10.5 DOG PARK: This item is placed on the agenda at the request of Vice Mayor Kreger who reported a recent Nassau County School Board meeting discussed a dog park proposed by a group of citizens who presented proposals backed by 150 signatures in support. Although opposed to any new parks considering the recent COVID-19 health crisis, a dog park is a great amenity to be considered in future budgets. Discussion ensued amongst the Commission regarding pros and cons, locations and costs concluding with the need for staff recommendation and City Manager direction.

10.6 SMALL BUSINESS RELIEF: This item is placed on the agenda at the request of Vice Mayor Kreger who raised concerns for local small businesses and the serious issues facing the community amid the current health crisis and the soft reopening. City Manager Martin confirmed that the May 19 City Commission Regular Meeting agenda will include an item regarding a proposed match program to help supply cleaning products to local businesses.

CITY MANAGER REPORTS:

THANK YOU: City Manager Martin thanked the community for their responsive and orderly efforts amid the City beach reopening.

MARINA: City Manager Martin expects a final determination from the Federal Emergency Management Association (FEMA) that is a necessary inclusion in the City budget preparation process.

REOPENING: City Manager Martin confirmed City facilities will remain closed through Memorial Day weekend to maintain public safety.

CONDOLENCES: City Manager Martin expressed condolences to the Bean family on the passing of matriarch Ms. Joan Bean, whose presence will be missed especially at City Commission meetings.

CITY ATTORNEY REPORTS:

MEDIATION: City Attorney Bach stated the Ocean Highway Port Authority meeting has been tentatively rescheduled to June 3 9a-4pm in City Hall to accommodate in person participation.

WEBINAR: City Attorney Bach will participate in the Wednesday, May 6th Florida Bar webinar “Best Practices for Virtual Meetings”.

THOMPSON HOUSE: City Attorney Bach is conducting a title search of the neglected historic Thompson House property that is accruing \$75 per day city code violation fines.

GOVERNMENT STIMULUS CHECK: City Attorney Bach is donating her government stimulus check to support the Fire and Police Departments and encouraged others consider donating if they can do so.

CITY CLERK REPORTS:

BOARD VACANCY: City Clerk Best announced the Airport Advisory Commission has one vacancy, applications are available online through the City website or by contacting the City Clerk’s office.

ETHICS TRAINING: City Clerk Best reminded Commissioners who have not already done so to complete the mandatory annual ethics training prior to completing the Florida Commission on Ethics Form 1 Statement of Financial Interests.

MAYOR/COMMISSIONER COMMENTS:

CONDOLENCES: Commissioner Chapman echoed condolences to the family of Ms. Joan Bean, “The First Lady of Fernandina” who perpetually exhibited class and dignity.

CONGRATULATIONS: Commissioner Chapman acknowledged the City Ocean Rescue team on their first seasonal mission rescuing two kayaks in distress.

KUDOS: Commissioner Chapman acknowledged the City and Nassau County fire departments on their professional expeditious efforts expunging a raging house fire that resulted in a total loss for a local family who were uninjured in the blaze.

THANK YOU: Commissioner Chapman thanked the “second responders” who give behind the scenes support to the first responders on the front line.

HAPPY MOTHER’S DAY: Commissioner Chapman wished a Happy Mother’s Day to all celebrants.

CONDOLENCES: Commissioner Ross acknowledged the loss of Ms. Joan Bean as a special lady who will be missed.

BICYCLES: Commissioner Ross recognized the local Fernandina Beach Bicycle Shop and the wonderful resurgence of bicycling for exercise and pleasure during the COVID-19 epidemic and hope it continues post crisis.

CONDOLENCES: Commissioner Lednovich acknowledged Ms. Bean's passing and suggested compiling video of her appearances at City Commission meetings.

MASKS: Commissioner Lednovich read an email from Ms. Genece Minshew, 2428 Los Robles Drive, regarding social distancing, hand washing and wearing protective face masks commencing with local leadership to set an example for public safety. Commissioner Lednovich acknowledged his forgetfulness in failing to wear a mask while attending the outdoor funeral process for Ms. Joan Bean.

SAFETY: Mayor Miller echoed the need to wear face masks in public and maintain Center for Disease Control (CDC) guidelines for health and safety amid the ongoing COVID-19 epidemic.

YARD DEBRIS REMOVAL: Vice Mayor Kreger voiced concern for overlooked yard debris pickup and will work with City Manager Martin toward a resolution.

PLAN: Vice Mayor Kreger voiced opposition for continued City Hall closure and encouraged implementing a plan for reopening city facilities.

RECOGNITION: Vice Mayor Kreger reminded all of local business' Rayonier's, \$45,000 donation and Westrock's contribution and acknowledged his personal interactions with various community members who are practicing safe social guidelines.

PRAISE: Mayor Miller echoed praise for Fire and Ocean Rescue Departments for their recent amazing rescue efforts.

EVENT: Mayor Miller reported the free food drive-through giveaway open to all every Wednesday at 1008 S 8th Street and thanked Hot Paws, the Surf Restaurant and Amelia Island Coffee for their contributions to the community.

PHASE ONE REOPENING: Mayor Miller suggested anyone with questions or needing guidance regarding the business-related phase one openings please contact the City Fire Department for information.

CONDOLENCES: Mayor Miller thanked the community for their presence at the processional funeral parade for Ms. Joan Bean and shared personal anecdotes in acknowledging the profound loss of a treasured city icon who will be profusely missed. The Bean family expressed gratitude to Mayor Miller for the amazing community sendoff. A proposed renaming of the Atlantic Recreation Center auditorium is under consideration

15. ADJOURNMENT: There being no further business to come before the City Commission, the meeting was adjourned at 9:12pm.

ATTEST:

Caroline Best
City Clerk

John A. Miller
Mayor-Commissioner

Due to the Coronavirus (COVID-19), the City Commission of the City of Fernandina Beach, Florida, met in a virtual Regular Meeting on Tuesday, May 19, 2020 at 6:00 pm with elected officials and City staff participating through video conferencing which was live broadcast on the City of Fernandina Beach website and Comcast Cable channel 264. Present in City Chambers were Mayor John A. Miller presiding, City Clerk Caroline Best and City Manager Dale L. Martin. Present via video conferencing were Vice Mayor Len Kreger, Commissioners Philip Chapman, Mike Lednovich, Chip Ross, and City Attorney Tammi Bach.

Mayor Miller called the meeting to order and led the Pledge of Allegiance to the Flag. City Manager Martin read the invocation written by Reverend Anthony Daniel of Macedonia African Methodist Episcopal Church.

4.1 PROCLAMATION - "MENTAL HEALTH FIRST AID MONTH": Mayor Miller recognized May 2020, as "Mental Health First Aid Month." Starting Point Behavioral Healthcare Community Liaison/Mental Health First Aid Instructor Ms. Katrina Robinson-Wheeler will receive the Proclamation by mail.

4.2 PRESENTATION - NORTH FLORIDA TRANSPORTATION PLANNING ORGANIZATION (TPO): North Florida TPO Manager Ms. Wanda Forrest provided a brief update and answered questions regarding projects planned and programmed for the area.

5. PUBLIC COMMENT REGARDING ITEMS NOT ON THE AGENDA OR ITEMS ON THE CONSENT AGENDA: Due to the continuing effects of the public health emergency, all designated public comments received by the City Manager (dmartin@fbfl.org) following the May 12 publication of the City Commission Regular Meeting Agenda on May 19 will be presented electronically to the City Commissioners at 5:00 PM, May 19, for review and inclusion into the formal record of the City Commission meeting.

PUBLIC COMMENT: The following individuals submitted emails for public comment: Paul Lore, Lore, McClellan Bennett, LeighAnne Hersey, Jackie Stevenson, Lester Landers, Cynthia Robertson, Dewey Howard, Robert Danbeck, Gloria Housman, Danielle Williams, Beverly Cummiskey, Tarah Dunlop, Houston H. Carr, Jon Sovde, David Falor, Todd Duncan, Amy Marasco, Cecelia Davis-Taylor, Sue Koufakis, Tony Oliva, Ian Patterson, Emily Carmain, Lois, Monica Pharr, Keith LaRoche, Ricky Robbins, Jr., Janice Barry, Becky Forbes, Anthony Jones, Joseph and Annie Williams, Michael Scott, Sean McGill Andrew Schmidt, Nestor Sala, Sean Watkins, Stephen Joyce, Susan DeCanio, Sheila Cocchi, Ed Gagliardi, Shandra Fernandez Kvsrn, Kennedy Cruikshank, Emily Baumgartner, Janet Morris, Lynda Smith, Edward Hubel, Jonathan Levitt and Nassau County Chamber of Commerce.

6. CONSENT AGENDA: The following two items were on the Consent Agenda and were approved by one motion.

6.1 APPROVAL OF MINUTES: According to the agenda support documents, the Minutes of the Regular Meeting of April 7, 2020; and the Regular Meeting of April 21, 2020 were presented for approval. Staff recommended approval as submitted. **A motion was made by Commissioner Ross, seconded by Commissioner Chapman, to approve the recommendation. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

6.2 RESOLUTION 2020-70 APPROVING THE EXTENSION OF WATER AND SEWER SERVICES OUTSIDE THE CORPORATE LIMITS; ACCEPTING THE VOLUNTARY ANNEXATION PETITION FOR TWO PARCELS CONTAINING APPROXIMATELY 10.42 ACRES

OF LAND LOCATED ON LOTS 5 AND 6 BONNIEVIEW ROAD: According to the agenda support documents Resolution 2020-70 authorizes the extension of water and sewer services to the property located at Lots 5 and 6 Bonnieview Road. Also approves the Voluntary Annexation Petition. **A motion was made by Commissioner Ross, seconded by Commissioner Ross, to approve Resolution 2020-70. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.1 RESOLUTION 2020-71 APPROVING WORK ORDER 19-86A WITH PASSERO ASSOCIATES, LLC TO PROVIDE PROFESSIONAL DESIGN SERVICES FOR THE PROPOSED DUAL-PURPOSE FIRE STATION AT THE FERNANDINA BEACH MUNICIPAL AIRPORT; APPROVING AN AMENDMENT TO THE BUDGET FOR FISCAL YEAR 2019/2020: According to the agenda support documents Resolution 2020-71 approves Work Order 19-86A with Passero Associates, LLC in the amount of \$172,500 to provide professional design services for the proposed dual-purpose Fire Station at the Fernandina Beach Municipal Airport. Also approves the transfer of \$145,750 from the Capital Expansion Fund, Fire Reserve account to the Capital Expansion Fund, Fire Building account. **A motion was made by Commissioner Chapman, seconded by Commissioner Ross, to approve Resolution 2020-71.** Commissioner Lednovich suggested postponing Resolution 2020-71 and reported receiving four emails from citizens in favor of postponing including the following email that Commissioner Lednovich read into the record:

POSTPONEMENT: Phillip Griffin, Real Estate Broker with Amelia Coastal Realty is in favor of postponing Resolution 2020-71 due to the current COVID-19 health crisis and the possible future economic impact.

Vice Mayor Kreger also reported receiving several emails and clarified the item is a budget amendment for a design. Commissioner Ross reported receiving emails including from Mr. Frank Quigley, Mr. Jack Knocke, Mr. Phillip Griffin, Ms. Laura Koenig and Mr. Jerry Decker questioning Resolution 2020-71. Commissioner Ross supports Resolution 2020-71 and detailed the merits to the community of providing first responders with a “decent, healthy environment” that is currently unavailable and also pledged community responsibility to determine funding without raising taxes. Commissioner Lednovich concurred however a future financial crisis is a concern considering the current “uncharted territory” of the COVID-19 health crisis. Commissioner Chapman advocated for Resolution 2020-71 and updated equipment and facilities for first responders, noting the plan is not extravagant as one citizen email referenced the plan as an unnecessary Cadillac rather than a modest Chevrolet. **Vote upon passage of the motion was taken by ayes and nays and was as follows:**

Commissioner Chapman:	AYE
Commissioner Ross:	AYE
Vice Mayor Kreger:	AYE
Commissioner Lednovich:	NAY
Mayor Miller:	AYE

Motion carried.

7.2 RESOLUTION 2020-72 AUTHORIZING THE SUBMITTAL OF A FLORIDA DEPARTMENT OF STATE, DIVISION OF HISTORICAL RESOURCES SPECIAL CATEGORY GRANT APPLICATION FOR \$500,000 TOWARD THE COST OF REPAIRS TO THE PECK CENTER, A HISTORICALLY SIGNIFICANT BUILDING: According to the agenda support documents Resolution 2020-72 authorizes the submittal of a Historic Preservation Special Category Grant application for \$500,000 to help fund necessary repairs to Peck High School, a historically significant building. **A motion was made by Commissioner Chapman, seconded by Commissioner Ross, to approve**

Resolution 2020-72. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried. City Manager Martin stated the grant is non-matching therefore funds will be used from the Capital Improvement Plan for the remainder of the project.

7.3 RESOLUTION 2020-73 APPROVING A CONTRIBUTION TO THE NASSAU COUNTY CHAMBER OF COMMERCE; APPROVING AN AMENDMENT TO THE BUDGET FOR FISCAL YEAR 2019/2020: According to the agenda support documents Resolution 2020-73 Approves contributing matching funds of \$20 to City-based businesses that, through the Nassau County Chamber of Commerce, purchase supplies and equipment to provide safe and sanitary conditions for their staff and customers. Also approves a one-time transfer \$5,000 from the General Fund Contingency account to the City Commission Community Services account.

Commissioner Ross reported receiving numerous emails in support of downtown business. A recent national utility study recommends current water rates remain the same and suggests a decrease of the general base rate by 14.5% to offer economic relief to consumers. **A motion was made by Commissioner Ross, seconded by Vice Mayor Kreger, to approve Resolution 2020-73.** Vice Mayor Kreger clarified funds are available to any City business and a suggestion was made to expand the Centre Street right of way. City Manager Martin will review the email requests for further economic relief and give a preliminary report at the June 2nd City Commission Regular Meeting. Concerned business owners with immediate needs are encouraged to reach out to the Nassau County Chamber of Commerce. **Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

8.1 FIRST READING OF ORDINANCE 2020-16: City Attorney Bach read Ordinance 2020-16 by title only, which was as follows: “AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA AMENDING THE LAND DEVELOPMENT CODE (LDC) TO MODIFY STANDARDS FOR HEIGHT ENCROACHMENTS AMENDING SECTIONS 1.07.00 ADDING OR AMENDING CERTAIN DEFINITIONS, AMENDING SECTION 4.02.03 STANDARDS FOR BUILDING AND BUILDING PLACEMENT AMENDING LDC SECTION 10.02.01(D) VARIANCES PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.” According to the agenda support documents Ordinance 2020-16 amends the Land Development Code setting limitations on building height encroachments for properties located within the landward and seaward sides of the Coastal Upland Protection Zone (CUPZ) as defined in LDC Section 3.01.02.

City Attorney Bach gave a detailed explanation of building heights for beach and downtown construction.

Commissioner Ross stated that aside from building code requirements 35 feet is the maximum height for beach construction. **A motion was made by Commissioner Ross, seconded by Vice Mayor Kreger to approve Ordinance 2020-16.** City Attorney Bach confirmed chimneys and venting systems may be above 35 feet on residential properties, the language in the ordinance has been approved by City staff and the Planning Advisory Board. Further discussion ensued amongst the Commission regarding the definition of language in the ordinance. **Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

8.2 FIRST READING OF ORDINANCE 2020-17: City Attorney Bach read Ordinance 2020-17 “AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA AMENDING THE LAND DEVELOPMENT CODE TO MODIFY SECTION 9.02.02 MEMBERSHIP AND TERMS OF OFFICE FOR THE PLANNING ADVISORY BOARD PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.”. According to the agenda support documents this Ordinance 2020-17 amends the Land Development Code changing the makeup of the

Planning Advisory Board from five to seven members and making appointments to the Board in the same way other City board members are appointed.

City Attorney Bach commented a reference to alternate members was errantly included in the draft ordinance and will be stricken, the recommendation is 7 members and 0 alternate members, staggered 3 year terms, no Commissioner nominations and terms will not run concurrently with any Commissioners term. Vice Mayor Kreger referenced his tenure on the Planning Advisory Board and concurred with the 7-member recommendation however noting having 2 alternates is valuable. **A motion was made by Commissioner Ross, seconded by Commissioner Lednovich to approve Ordinance 2020-17. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

8.3 FIRST READING OF ORDINANCE 2020-18: City Attorney Bach read Ordinance 2020-18 by title only, which was as follows: “AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH AMENDING THE LAND DEVELOPMENT CODE (LDC) TO CREATE SECTION 8.01.01.01(F) TO ADD A REQUIREMENT FOR ROOFTOP MECHANICAL SCREENING IN THE DOWNTOWN HISTORIC DISTRICT, CRA, AND OLD TOWN; TO DELETE SECTION 8.01.01.02(H) RELATING TO TOWERS IN OLD TOWN; TO MODIFY SECTION 8.01.01.02(J) TO ALLOW KITCHENETTES IN ACCESSORY DWELLING UNITS WITHIN OLD TOWN; TO DELETE SECTION 8.01.02(E)10 AS IT RELATES TO THE DENSITY BONUS INCENTIVE WHICH WAS ELIMINATED IN 2018; TO DELETE SECTION 8.01.03(E) AS IT RELATES TO THE NOW SUNSETTED “SIDE STREET BUSINESS SIGNAGE” PROGRAM; TO CREATE A NEW SECTION 8.01.03(E) RESERVED FOR “DOWNTOWN WAYFINDING SIGNAGE;” TO MODIFY SECTION 8.03.03(C) TO SET AFTER THE FACT FEES BASED ON THE ANNUALLY ADOPTED MASTER FEE SCHEDULE; TO CREATE SECTION 8.03.03.01(F) TO CREATE A DEMOLITION DELAY PERIOD; TO MODIFY SECTION 8.03.04(B) TO CLARIFY EMERGENCY DEMOLITION PROCEDURES; TO MODIFY SECTION 8.03.03(A)(1) TO ESTABLISH AN OFFICIAL INVENTORY OF RESOURCES LIST THAT DESIGNATES CONTRIBUTING STRUCTURE STATUS; TO MODIFY SECTION 5.01.10 TO ADD STANDARDS FOR FENCING DESIGN/INSTALLATION PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.” According to the agenda support documents Ordinance 2020-18 amends the Land Development Code with various changes to the Historic District.

The public hearing was opened and closed at this time. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Chapman, to approve Ordinance 2020-18. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

8.4 FIRST READING OF ORDINANCE 2020-19: City Attorney Bach read Ordinance 2020-19 by title only, which was as follows: “AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH ESTABLISHING AND AMENDING FEES FOR SANITATION FOR FY 2019/2020 PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.” According to the agenda support documents Ordinance 2020-19 approves the amended Sanitation Fee Schedule for Fiscal Year 2019/2020.

City Manager Martin explained the contractual obligation, the adjustment to the fee schedule and clarified the ordinance does not involve the franchise agreement with Advanced Disposal. Vice Mayor Kreger voiced concern with the substandard level of service from Advanced Disposal that the City, at times, has augmented and suggested billing appropriately as needed. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Ross to approve Ordinance 2020-19.** Commissioner Lednovich is not in support of the Ordinance and echoed the very “substandard service” noting yard waste uncollected for weeks at a time, scattered trash cans and trash. Commissioner Chapman concurred noting the contract is

not being fulfilled as written. Commissioner Ross reminded the vote for Ordinance 2020-19 is for an adjustment to the fee schedule that is contractually obligated however noting that there is consistent service dissatisfaction with Advanced Disposal. **Vote upon passage of the motion was taken by ayes and nays and was as follows:**

Commissioner Ross:	AYE
Vice Mayor Kreger:	AYE
Commissioner Chapman:	NAY
Commissioner Lednovich:	NAY
Mayor Miller:	AYE

Motion carried.

9.1 SECOND READING OF ORDINANCE 2020-12: City Attorney Bach read Ordinance 2020-12 by title only, which was as follows: “AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH ESTABLISHING AND AMENDING SECTION 22-30, AMENDMENTS TO THE ELECTRICAL CODE, TO ALLOW FOR THE CITY MANAGER TO DELEGATE WAIVER AUTHORITY PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE”. According to the agenda support documents Ordinance 2020-12 amends Section 22 of the Code of Ordinances pertaining to electrical code amendments.

The public hearing was opened and closed at this time and there being no comments from the floor, the public hearing was closed. **A motion was made by Commissioner Ross, seconded by Vice Mayor Kreger, to approve Ordinance 2020-12. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

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

10.2 BEACHES: This item is placed on the agenda at the request of Vice Mayor Kreger who gave an overview of beach related topics including the recently installed chain link fence at a walkover on Ocean Avenue that initiated community email response (13) regarding the fence and walkovers. Discussion ensued amongst the Commission that encompassed lifeguard towers, parking on the beach, parking at Main Beach, crowds, trash, open container drinking and beach safety.

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

10.4 OCEAN HIGHWAY AND PORT AUTHORITY (OHPA): This item is placed on the agenda at the request of Commissioner Ross. ***The consensus of the City Commission was to move the City/OHPA Conflict Resolution mediation deadline to September 1, 2020 in the event effects of the Covid-19 pandemic prevent meeting for mediation at an earlier date.***

CITY MANAGER REPORTS:

HOLIDAY: City Manager Martin reported the annual Memorial Day ceremony sponsored by the American Legion will be held downtown on May 25th and encouraged all to participate while maintaining social distancing.

PARKS AND RECREATION: City Manager Martin announced in conjunction with City Parks and Recreation Director Nan Voit that parks and recreation facilities will open next Tuesday May 26th including the Atlantic Recreation Center pool and fitness center, more details to follow.

CONSERVATION: City Manager Martin reported two appraisals have been received for budgeted conservation as discussions continue with North Florida Land Trust.

BEACHES: City Manager Martin conveyed full confidence in City Police Chief James Hurley and city staff for the impending eventful Memorial Day holiday beach weekend.

MEETING: City Manager Martin noted information will be forthcoming on the resumption of convening the entire Commission in City Hall chambers, with appropriate distancing, for the June 2 City Commission Regular Meeting.

CITY ATTORNEY REPORTS:

CODE VIOLATIONS: City Attorney Bach reported code violation proceedings against the owners of 505 South 17th Street are ongoing and will be on agenda of the July 2nd Code Enforcement and Appeals Board Meeting.

HOLIDAY: City Attorney Bach wished all a happy and safe Memorial Day.

CITY CLERK REPORTS:

ELECTION: City Clerk Best announced the 2020 General Election candidacy of Bradley Bean for Commissioner in Group 1.

BOARD VACANCIES: City Clerk Best reported as of June 1, 2020 the Golf Course Advisory Board has five vacancies, interested applicants are encouraged to apply online or contact the City Clerk's office.

MAYOR/COMMISSIONER COMMENTS:

HOLIDAY: Commissioner Lednovich wished all a safe and happy Memorial Day.

RECOGNITION: Commissioner Lednovich recognized all City staff and volunteers for their service during the unprecedented City beach reopening.

HOLIDAY: Commissioner Chapman wished all a thoughtful Memorial Day and thanked all veterans for their service.

EMAIL: Commissioner Chapman read an email originally submitted to City Attorney Bach from Mr. Warren Buchanan, a Geographic Information System (GIS) mapping expert.

THANK YOU: Commissioner Ross thanked the Police Department Beach Rangers Division and the Fire Department Ocean Rescue Division for their beach efforts and acknowledged the challenging impending holiday weekend.

COMMUNITY: Commissioner Ross thanked local food banks, and everyone involved for their commitment to the community and encouraged all to reach out with ideas or solutions for the betterment during this difficult time.

CAUTION: Vice Mayor Kreger reported an increase in Florida COVID-19 infection and death rates and urged community caution going forward as the local and national economy continue to be affected.

THANK YOU: Vice Mayor Kreger thanked grocery store personnel and essential employees for their commitment during the COVID-19 health crisis.

FOOD GIVEAWAY: Mayor Miller announced the free hot food giveaway Wednesday, May 20th @ 11:00am at Hot Paws Pet grooming, Spa & Resort, 1008 South 8th Street.

PORT: Mayor Miller welcomed the Captain and quarantined crew of the luxury cruise ship docked at the Port of Fernandina for the next few months.

AGENDA: Mayor Miller suggested moving the discussion agenda items to the beginning of the City Commission Regular Meetings.

THANK YOU: Mayor Miller recognized Memorial Day and thanked all military service members who gave their lives for our country.

BEACH PARKING: Mayor Miller commended the Police Department on their professionalism (as the best in the state of Florida) enforcing and protecting the community especially with the newly implemented beach parking rules enacted by the City Commission. Thank you to City Police, Fire and Ocean Rescue departments and beach volunteers for all their professional efforts on behalf of the community.

15. ADJOURNMENT: There being no further business to come before the City Commission, the meeting was adjourned at 8:42 pm.

ATTEST:

Caroline Best
City Clerk

John A. Miller
Mayor-Commissioner

The City Commission of the City of Fernandina Beach, Florida, met in a Regular Meeting on Tuesday, June 2, 2020 at 6:00 pm. Present were Mayor John A. Miller presiding, Vice Mayor Len Kreger, Commissioners Philip Chapman, Mike Lednovich, and Chip Ross. Also present were City Manager Dale L. Martin City Attorney Tammi Bach and City Clerk Caroline Best. Due to the ongoing COVID-19 pandemic, occupancy in the Commission Chambers was limited. The 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).

Mayor Miller called the meeting to order and led the Pledge of Allegiance to the Flag. City Manager Martin read the invocation written by Pastor Granardo L. Felix of Trinity United Methodist Church.

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

5.1 BEACHES: This item is placed on the agenda at the request of Vice Mayor Kreger who stated this will be the last discussion item on beaches. There is anticipation that State funding will be forthcoming for the remaining ten beach walkovers to be completed. Beach renourishment funded by the U.S. Navy will begin November 2020 through March 2021. Future beach funding discussions will be needed as will beach parking concerns. Further discussion ensued regarding solutions for eradicating discarded cigarette butts on the beach.

5.2 OCEAN HIGHWAY AND PORT AUTHORITY (OHPA): This item is placed on the agenda at the request of Commissioner Ross who agreed with City Attorney Bach to investigate decommissioning the channel. City Attorney Bach announced the City/OHPA conflict resolution mediation will take place July 15th 9:00am at the City of Fernandina Beach Golf Club.

5.3 LAND CONSERVATION: This item is placed on the agenda at the request of Commissioner Lednovich who yielded his time to Commissioner Ross. Commissioner Ross suggested a tree hotline be made available 24 hours per day, 7 days a week in response to a recent constituent concern of trees being removed when City staff is unavailable. City Manager Martin reported the matching donor grant has received an additional \$150,000 from individual and corporate donations in honor of City resident Ms. Joan Bean.

5.4 WATERFRONT DEVELOPMENT: This item is placed on the agenda at the request of Commissioner Lednovich who yielded for the sake of time.

5.5 MARINA: This item is placed on the agenda at the request of Commissioner Ross who reported work has commenced on the northern attenuator and pilings. Fuel should be available for sale by the beginning of July. Commissioner Ross surveyed the Marina Advisory Board regarding the Marina budget and results will be forthcoming. City Manager Martin distributed correspondence from the Federal Emergency Management Association (FEMA) referencing PW 831 regarding the southern attenuator the City requested \$ 6.4 million dollars and FEMA rejected \$ 5.8 million dollars. PW 1085 regarding the northern attenuator the City requested \$1.4 million dollars and approximately \$200,000 was denied, an appeal must be made within 60 days. The City will work with Marina engineers and the contracted disaster assistance company to review.

5.6 BRUSH COLLECTION: This item is placed on the agenda at the request of Commissioner Ross. Discussion ensued regarding issues with residential yard waste pick up, the impending Waste Management acquisition of Advanced Disposal and the contractual agreement.

5.7 PROPERTY DISPOSITION: This item is placed on the agenda at the request of Commissioner Ross who suggested solutions for the three City owned parcels that could become conservation easements.

5.8 WASTEWATER RATE REDUCTION: This item is placed on the agenda at the request of Commissioner Ross. Discussion ensued regarding the recommended 14.5% deduction.

5.9 INTERGOVERNMENTAL COORDINATION: This item is placed on the agenda at the request of Vice Mayor Kreger who suggested the City improve relationships with Nassau County and other governmental entities. Discussion ensued regarding fostering relationships, managing tourism and beach cleanup.

5.10 NAMING OF ATLANTIC AVENUE RECREATION CENTER AUDITORIUM: This item is placed on the agenda at the request of Mayor John A. Miller who suggested naming the Atlantic Avenue Recreation Center Auditorium in honor of the late Ms. Joan Bean. *The consensus of the Commission was to have a Resolution placed on the July 7 City Commission Regular Meeting agenda.*

6. PUBLIC COMMENT REGARDING ITEMS NOT ON THE AGENDA OR ITEMS ON THE CONSENT AGENDA: The following individuals spoke to this item:

Mr. Mike Meadows, 2601 Via Del Rey, requested the City owned median be maintained on Via Del Rey. City Manager Martin will address the concern with City Streets Director Rex Lester.

7. CONSENT AGENDA: The following three items were on the Consent Agenda and were approved by one motion.

7.1 RESOLUTION 2020-74 DECLARING THE OFFICIAL INTENT OF THE CITY TO REIMBURSE ITSELF FROM THE PROCEEDS OF DEBT FOR EXPENSES TO BE INCURRED WITH RESPECT TO AN EQUIPMENT PURCHASE: According to the agenda support documents Resolution 2020-74 approves reimbursement to the City from a lease purchase financing agreement for costs related to the prepayment deposit for the purchase of a Pierce Custom Pumper Apparatus. A motion was made by Commissioner Ross, seconded by Commissioner Chapman to approve the recommendation. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Lednovich, to approve Resolution 2020-74. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.2 RESOLUTION 2020-75 APPROVING GRANT AGREEMENT #3-12-0022-030-2020 WITH THE FEDERAL AVIATION ADMINISTRATION (FAA) FOR RECEIPT OF GRANT FUNDS AUTHORIZED UNDER THE CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY (CARES): According to the agenda support documents this Resolution 2020-75 authorizes FAA grant agreement # 3-12-0022-030-2020 for grant funds of \$30,000 allocated for issuance to the Fernandina Beach Municipal Airport under the CARES Act. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Lednovich, to approve Resolution 2020-75. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.3 RESOLUTION 2020-76 APPROVING THE AMENDMENT TO THE TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT); AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. According to the agenda support documents Resolution 2020-76 approves the Amendment to the Traffic Signal Maintenance and Compensation Agreement between the City of Fernandina Beach and FDOT. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Lednovich, to approve Resolution 2020-76. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

8.1 RESOLUTION 2020-65 ESTABLISHING A CONTINUED INTERLOCAL AGREEMENT BETWEEN THE CITY OF FERNANDINA BEACH AND NASSAU COUNTY PROPERTY APPRAISER FOR SHARED SERVICES IN GEOGRAPHICAL INFORMATION SYSTEMS (GIS): According to the agenda support documents Resolution 2020-65 approves an interlocal agreement with the Nassau County Property Appraiser supporting shared services for GIS. Discussion ensued amongst the Commission regarding the scope of services and lack of details that comprise the \$60,000 price. **A motion was made by Commissioner Ross, seconded by Commissioner Chapman, to approve Resolution 2020-65. Vote upon passage of the motion was taken by ayes and nays and was as follows:**

Vice Mayor Kreger:	AYE
Commissioner Chapman:	AYE
Commissioner Lednovich:	NAY
Commissioner Ross:	NAY
Mayor Miller:	AYE

Motion carried.

8.2 RESOLUTION 2020-77 APPROVING AMENDMENT #'S 2 AND 3 WITH CPH, INC. FOR ADDITIONAL WORK RELATING TO THE AREA 5 DOWNTOWN DRAINAGE IMPROVEMENTS; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE: According to the agenda support documents Resolution approves Amendment #'s 2 and 3 with CPH, Inc. for a total of \$46,904 for additional permitting work and electrical design relating to the Area 5 Downtown Drainage Improvements. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Ross, to approve Resolution 2020-77. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

8.3 RESOLUTION 2020-78 AUTHORIZING THE SUBMITTAL OF ONE HABITAT CONSERVATION PLANNING (HCP) ASSISTANCE GRANT FROM THE U.S. FISH AND WILDLIFE CONSERVATION COMMISSION COOPERATIVE ENDANGERED SPECIES CONSERVATION FUND; AUTHORIZING A COST- SHARING PARTNERSHIP BETWEEN THE FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION ("FWC"), NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS ("COUNTY") AND CITY OF FERNANDINA BEACH CITY COMMISSION ("CITY): According to the agenda support documents Resolution 2020-78 authorizes the submittal of a U.S. Fish and Wildlife Service Cooperative Endangered Species Conservation Fund Grant requesting a grant award of 75% of the \$179,500 cost to produce an Amelia Island Habitat Conservation Plan. Also authorizes partnership with Florida Fish and Wildlife Conservation Commission and Nassau County to share matching funds requirement of 25%. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Chapman, to approve Resolution 2020-78. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

9.1 FIRST READING OF ORDINANCE 2020-20: City Attorney Bach read Ordinance 2020-20 by title only, which was as follows: “AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH 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.” According to the agenda support documents Ordinance 2020-20 amends Section 18-4 of the City Code prohibiting animals to be transported without being safely restrained. **A motion was made by Vice Mayor Kreger, due to the lack of a second, Mayor Miller passed the gavel to Vice Mayor Kreger and seconded the motion to approve Ordinance 2020-20.** Commissioner Chapman although in support of the Ordinance is concerned about enforcement. City Manager Martin believes the focus of the Ordinance should be on dogs in the back of pick-up trucks. Mayor Miller referenced his former law enforcement career and explained that ordinances are tools that give police officers authority for enforcement in dangerous situations. *The consensus of the City Commission was to amend Ordinance 2020-20 by removing the provision that animals must be restrained inside vehicles.* **Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

10.1 SECOND READING OF ORDINANCE 2020-13: City Attorney Bach read Ordinance 2020-13 by title only, which was as follows: “AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH AMENDING CHAPTER 74, ARTICLE V, OF THE CODE OF ORDINANCES, AMENDING SECTION 74-152, TAX EXEMPTION FOR IMPROVEMENTS TO QUALIFIED HISTORIC PROPERTIES; AMENDING SECTION 74-155, APPLICATION AND REVIEW PROCESS; AMENDING SECTION 74-167, ISSUANCE OF OTHER PERMITS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.” According to the agenda support documents Ordinance 2020-13 amends Chapter 72 of the City Code by extending the time frame for completion of work on qualifying improvement projects from two years to five years.

The public hearing was opened at this time and there being no comments from the floor, the public hearing was closed. **A motion was made by Commissioner Ross, seconded by Vice Mayor Kreger, to approve Ordinance 2020-13. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

10.2 SECOND READING OF ORDINANCE 2020-14: City Attorney Bach read Ordinance 2020-14 by title only, which was as follows: “AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH AMENDING THE CITY OF FERNANDINA BEACH CODE OF ORDINANCES, CHAPTER 2, ARTICLE III, BOARDS, COMMISSIONS, COMMITTEES; AMENDING SECTION 2-122 TO STANDARDIZE START AND END TERMS FOR BOARD APPOINTMENTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.” According to the agenda support documents Ordinance 2020-14 amends Chapter 2 of the City Code to standardize all Board appointment terms to start on January 1 and end on December 31 of the given term.

The public hearing was opened at this time and there being no comments from the floor, the public hearing was closed. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Chapman, to approve Ordinance 2020-14. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

10.3 SECOND READING OF ORDINANCE 2020-15: City Attorney Bach Ordinance 2020-15 by title only, which was as follows: “AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH AMENDING ARTICLE II, CHAPTER 14, AMUSEMENTS AND ENTERTAINMENTS; AMENDING SECTION 14-26 DEFINITIONS; CREATING SECTION 14-32, STATEMENT OF INTENT; CREATING SECTION 14-33 PROHIBITION OF SIMULATED GAMBLING DEVICES; CREATING SECTION 14-34 EXEMPTIONS; CREATING SECTION 14-35 CONFLICT WITH STATE LAW; CREATING SECTION 14-36 ENFORCEMENT, CIVIL REMEDIES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.” According to the agenda support documents Ordinance 2020-15 amends Chapter 14 of the City Code pertaining to the prohibition of online gaming.

The public hearing was opened at this time and there being no comments from the floor, the public hearing was closed. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Chapman, to approve Ordinance 2020-15. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

CITY MANAGER REPORTS:

THANK YOU: City Manager Martin thanked the Community for their efforts and support during this challenging time and going forward will meet new challenges with resiliency and strength.

TESTING: City Manager Martin announced free COVID-19 tests (50) and Hepatitis A vaccines (50) will be available Saturday June 6 9:30a-11:30a at the Martin Luther King Jr. Center. Identification is required and a free \$10 food voucher will be given to those receiving the vaccine.

FERNANDINA MARKET PLACE: City Manager Martin authorized the downtown return of the Fernandina Market Place aka Farmers Market on Saturday June 6th. Market operators are committed to addressing health concerns and request community cooperation to ensure safety.

AIRPORT: City Manager Martin reported in addition to the approved Federal Aviation Administration \$30,000 grant, an additional \$2.5 million dollars of 100% grant funding for the runway rehabilitation will be presented at the June 16 City Commission Regular Meeting.

CONSERVATION: City Manager Martin has given approval to North Florida Land Trust Director Marc Hudson to initiate negotiations on three properties for conservation.

RESORT RENTALS: City Manager Martin reported City staff will present a proposal for contracted review and enforcement of resort rental regulations based on community concerns regarding registration and compliance. All are advised that non-compliance may result in significant penalties including the potential loss of homestead exemption (retroactive).

RECRUITMENT: City Manager Martin announced recruitment has resumed for a City Human Resources Director and will continue through mid-June. To date 20 applications have been received.

PERSONNEL POLICY: City Manager Martin noted collaborating with City staff on revisions to the City Personnel Policy that will be presented to the Commission at an upcoming meeting as part of the budget review process.

CITY ATTORNEY REPORTS:

CONDOLENCES: City Attorney Bach shared condolences to the family of Debra Braga, the first City of Fernandina Beach staff Attorney who had an extensive public service career and will be remembered for her dedication and unique infectious laugh.

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

MAYOR/COMMISSIONER COMMENTS:

COMMENDATIONS: Commissioner Ross gave a slide presentation showcasing the great sidewalk improvements and commended the City Streets department for their efforts on the sidewalks and recent beach walkover repair. Thank you to residents, The Bartelts', for reporting the beach walkover issue to the Parks and Recreation department who expedited the repair process in conjunction with the City Streets department. Commissioner Ross thanked the City Police Department and beach rangers for their excellent, courteous beach crowd control as the busy summer season has commenced.

DONATION: Commissioner Ross recognized WestRock for donating 21,000 meal box deliveries to Nassau County senior citizens.

THANK YOU: Commissioner Chapman thanked the City Police Department for their efforts and involvement during the peaceful Monday evening protest.

MASKS: Commissioner Chapman voiced an observation regarding the lack of mask wearing in the downtown area.

HUMANS: Commissioner Chapman remarked although humans are tremendous creatures, they share one flaw in not being color blind.

PROTESTS: Commissioner Lednovich thanked the City Police Department and City Police Chief James Hurley for his statement regarding de-escalation for peaceful resolutions. Commissioner Lednovich expressed hope for peace, love, understanding and respect for one another.

CENSUS: Vice Mayor Kreger encouraged all to complete the 2020 Government Census.

EVENT: Vice Mayor Kreger attended the impressive and well attended Memorial Day ceremony and noted significant community compliance with Centers for Disease control recommendations related to wearing masks and observing social distancing. Vice Mayor Kreger encouraged all to continue best safe practices as the pandemic continues.

OBSERVANCE: Mayor Miller honored City Police Chief James Hurley for his poignant statement to the community reflecting on the recent killing of George Floyd in Minnesota. Mayor Miller initiated 8 minutes and 43 seconds of silence in remembrance of Mr. Floyd.

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

ATTEST:

DRAFT

MINUTES

City Commission Regular Meeting

June 2, 2020

Page 7 of 7

Caroline Best
City Clerk

John A. Miller
Mayor-Commissioner

The City Commission of the City of Fernandina Beach, Florida, met in a Regular Meeting on Tuesday, June 16, 2020 at 6:00 pm. Present were Mayor John A. Miller presiding, Vice Mayor Len Kreger, Commissioners Philip Chapman, Mike Lednovich, Chip Ross. Also present were City Clerk Caroline Best, City Manager Dale L. Martin and City Attorney Tammi Bach. Due to the ongoing COVID-19 pandemic, occupancy in the Commission Chambers was limited. The 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).

Mayor Miller called the meeting to order and led the Pledge of Allegiance to the Flag. The invocation was given by Pastor Bernard Thompson of New Zion Missionary Baptist Church.

4.1 PROCLAMATION: "NATIONAL FLAG DAY" AND "NATIONAL FLAG WEEK": Mayor Miller read the Proclamation in full proclaiming June 14, 2020, as “National Flag Day,” and the week of June 14-20, 2020, as “National Flag Week.”

4.2 PROCLAMATION - "PRIDE MONTH": Mayor Miller read the Proclamation in full proclaiming the month of June 2020, as “Pride Month” recognizes progress towards equality for lesbian, gay, bisexual, transgender, queer/questioning, intersex, and asexual (L.G.B.T.Q.I.A.+) people.

4.3 PROCLAMATION - AMERICAN BUSINESS WOMEN'S ASSOCIATION (ABWA) EIGHT FLAGS CHARTER CHAPTER: Mayor Miller read the Proclamation in full thanking the ABWA Eight Flags Charter Chapter for their contributions to the betterment of working women and women business owners within Fernandina Beach and Nassau County.

4.4 PRESENTATION - SCHOOLS TO DOWNTOWN WATERFRONT TRAIL: Coyle and Caron, Inc. presented a summary and the outcome of their completed planning study for the proposed "Schools to Downtown Waterfront Trail." Mike Spino of the North Florida Bicycle Club provided an overview of the community outreach efforts completed to date related to the proposed trail. ***The consensus of the Commission was to direct City Grants Administrator Lorelei Jacobs to move forward with pursuing grant opportunities.***

4.5 BUDGET SUMMARY: Comptroller Pauline Testagrose was available to answer any questions regarding the budget summary for May 2020.

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

City Manager Martin stated a preliminary tree canopy inventory report was provided in December 2019 and a finalization of that report can be expected by the end of June 2020.

City Manager Martin reported that North Florida Land Trust Director Marc Hudson has received two property appraisals. City Manager Martin authorized negotiations however the highly developable properties are substantially more expensive than previous properties pursued by the City Commission.

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

City Manager Martin reported that ideas are being reviewed for the public workshop planned for July and details will be forthcoming.

5.3 BEACHES: This item is placed on the agenda at the request of Vice Mayor Kreger. *The consensus of the Commission was to direct the City Manager to seek funding for beach parking from Nassau County.*

5.4 MARINA: This item is placed on the agenda at the request of Commissioner Ross who indicated the final stages for the Marina renovation including the utilities (electric, water and fuel) are scheduled and should be completed by the end of July.

City Manager Martin stated Stantec is analyzing the five proposals and the current Westrec agreement to determine which is in the best financial interest of the City. The Marine Advisory Board agenda includes all the proposals and agreement documents for the public to review. A recommendation will be made at the July 21st City Commission Regular Meeting.

5.5 OCEAN HIGHWAY AND PORT AUTHORITY (OHPA): This item is placed on the agenda at the request of Commissioner Ross who stated he would begin pursuing avenues to have the channel decommissioned because the likelihood of it ever being utilized is none.

City Attorney Bach stated she submitted changes to the interlocal agreement and has not received any comments in return.

Commissioner Ross attended last months OHPA meeting and noted the terminal operator obtained a bond to construct a warehouse on their property. It has since been determined by a design build firm that the project is not financially feasible due to poor soil conditions. A dispute now exists between OHPA and the terminal operator as to who will pay the design build firm fees of approximately \$100,000. Discussions are now underway to construct the warehouse off-site. The OHPA has two openings, Commissioner Ross encouraged voters to participate in the election.

City Attorney Bach reminded of the City Commission/OHPA Conflict Resolution meeting scheduled for July 15th at the Fernandina Beach Municipal Golf Course. City Attorney Bach noted the OHPA attorney is seeking an Attorney General opinion related to whether the conflict resolution mediation should be conducted as a public meeting despite both parties agreeing at their joint workshop and by telephone with the mediator. City Attorney Bach stated the State contacted her requesting whether the City would like to be a party to the Attorney General inquiry, she stated “no” on behalf of the City and requested the Commissioners support her decision.

6. PUBLIC COMMENT REGARDING ITEMS NOT ON THE AGENDA OR ITEMS ON THE CONSENT AGENDA: The following individual spoke to this item:

Wendell McGahee, 1015 Beech Street, spoke on behalf of 4 the Culture, a new organization implementing cultural diversity and education within the community. An invitation is extended to all to celebrate the inaugural Juneteenth event Saturday June 20th from 1:00pm -7:00pm at the Peck Center.

7. CONSENT AGENDA: The following two items were on the Consent Agenda and were approved by one motion.

7.1 RESOLUTION 2020-79 AMENDING RESOLUTION 2005-189; AUTHORIZING THE UTILITIES DIRECTOR AND THE CITY MANAGER TO SIGN PERMITS, APPLICATIONS, ETC. AS THE OWNER/OPERATOR OF THE CITY WATER AND WASTEWATER SYSTEMS: According to the agenda support documents Resolution 2020-79 amends Resolution 2005-189 by requiring both the Utilities Director and the City Manager to sign, on behalf of the City as owner/operator of the City Water and Wastewater systems, required applications, permits, agreements, etc. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Chapman, to approve Resolution 2020-79. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.2 RESOLUTION 2020-80 APPROVING THE EXTENSION OF WATER AND WASTEWATER SERVICES OUTSIDE THE CORPORATE LIMITS; ACCEPTING THE VOLUNTARY ANNEXATION PETITION FOR ONE PARCEL CONTAINING APPROXIMATELY 0.33 ACRES OF LAND LOCATED AT 529 PINE ROAD. According to the agenda support documents Resolution 2020-80 authorizes the extension of water and wastewater services to the property located at 529 Pine Road. Also approves the Voluntary Annexation Petition. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Chapman, to approve Resolution 2020-80. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

8.1 RESOLUTION 2020-47 AMENDING THE PURCHASING POLICIES AND PROCEDURES MANUAL, SPECIFICALLY ADDING SECTION “W” FOR USE OF IMPACT FEES: According to the agenda support documents Resolution 2020-47 amends the Purchasing Policies and Procedures Manual by adding a section titled, "Use/Expenditures of Impact Fees."

Commissioner Ross suggested changing the word “shall” to “must” in Section 3 and suggested including language from the Florida state statute regarding capital improvements. **A motion was made by Commissioner Ross, seconded by Vice Mayor Kreger, to approve Resolution 2020-47 with language changes. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

8.2 RESOLUTION 2020-81 AWARDING BID #2020-04 TO CGC, INC. FOR THE REHABILITATION OF RUNWAY 4/22 PAVEMENT, STORMWATER, AND DRAINAGE; AUTHORIZING PASSERO WORK ORDER 20-89R FOR GRANT ADMINISTRATION, CONSTRUCTION ADMINISTRATION, AND RESIDENT OBSERVATION SERVICES RELATED TO THE RUNWAY 4/22 REHABILITATION PROJECT; AUTHORIZING ACCEPTANCE OF FEDERAL AVIATION ADMINISTRATION (FAA) GRANT OFFER #3-12-0022-2020: According to the agenda support documents Resolution 2020-81 awards Bid # 2020-04 to CGC, Inc. in an amount not to exceed \$2,246,497 and authorizes Passero Associates Work Order 20-89R in the amount of \$229,700. Also accepts FAA grant funding for rehabilitation of Runway 4/22 pavement, stormwater, and drainage at the Fernandina Beach Municipal Airport. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Chapman, to approve Resolution 2020-81. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

8.3 RESOLUTION 2020-82 AUTHORIZING THE AWARD OF BID #2020-05 FOR IMPROVEMENTS TO EXISTING BELLINGHAM DOCKS, NORTHERN BASIN DOCKS TWO AND THREE, TO CWA DEVELOPMENT. According to the agenda support documents this Resolution 2020-82 authorizes the award of Bid # 2020-05 to CWA Development for improvements to existing docks at the Fernandina Harbor Marina in the amount of \$63,851.04. **A motion was made by Commissioner Ross, seconded by Vice Mayor Kreger, to approve Resolution 2020-82. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

8.4 RESOLUTION 2020-83 AWARDING BID #2020-03 TO CBI DBA COLE BUILDERS FOR THE CONSTRUCTION OF SIMMONS ROAD PARK. According to the agenda support documents Resolution 2020-83 awards Bid #2020-03 to CBI dba Cole Builders in the amount of \$320,872 for Simmons Road Park Construction. **A motion was made by Commissioner Chapman, seconded by Vice Mayor Kreger, to approve Resolution 2020-83.** Parks and Recreation Department Director Nan Voit answered questions related to material costs. Commissioner Ross stated his reasons for opposition to the project including that it adversely impacts environmentally sensitive land and the City currently struggles to maintain its existing seven parks. It also increases the operating expenses and will remove land from the golf course funds without repayment to the City golf course. Non-city residents will also benefit from the park without Nassau County contributing any funds to build or maintain the park. Commissioner Lednovich explained his opposition to the project due to costs and the current health crisis raising concerns for the City's financial future. **Vote upon passage of the motion was taken by ayes and nays and was as follows:**

Commissioner Chapman:	AYE
Vice Mayor Kreger:	AYE
Commissioner Ross:	NAY
Commissioner Lednovich:	NAY
Mayor Miller:	AYE

Motion carried 3-2.

8.5 RESOLUTION 2020-84 APPROVING AMENDMENT NO. 02 TO THE INTERLOCAL AGREEMENT FOR OCEAN RESCUE SERVICES, WITH THE BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY; According to the agenda support documents Resolution 2020-84 approves Amendment No. 02 to the Interlocal Agreement for Ocean Rescue Services with the Board of County Commissioners of Nassau County in the amount of \$125,000. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Lednovich, to approve Resolution 2020-84. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

8.6 RESOLUTION 2020-85 APPROVING AN AMENDMENT TO THE BUDGET FOR FISCAL YEAR 2019/2020; According to the agenda support documents Resolution 2020-85 approves a transfer of \$16,200 from the Marina Building account to the Marina Seasonal Temporary account and Marina FICA account. Also, a transfer of \$6,425 from the Marina Operating Supplies account to the Marina Rental/Leases account and the Marina Machinery and Equipment account. **A motion was made by Commissioner Lednovich, seconded by Vice Mayor Kreger, to approve Resolution 2020-85. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

8.7 RESOLUTION 2020-86 RESTATING AND AMENDING THE CITY'S PERSONNEL POLICY MANUAL; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES, RESOLUTIONS AND POLICIES IN CONFLICT HEREWITH; According to the agenda support documents Resolution 2020-86 approves and adopts the restated and amended Personnel Policy Manual. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Chapman, to approve Resolution 2020-86. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

8.8 RESOLUTION 2020-87 ADOPTING THE UNITED STATES ARMY CORPS OF ENGINEERS (USACE) ENGINEERING DOCUMENTATION REPORT. According to the agenda support documents this Resolution 2020-87 adopts the USACE Engineering Documentation Report as a

guiding document for the City's dune management efforts, making use of the document for recommendations and planning for public access and dune preservation. **A motion was made by Commissioner Ross, seconded by Vice Mayor Kreger, to approve Resolution 2020-87. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

9.1 FIRST READING OF ORDINANCE 2020-21: City Attorney Bach read Ordinance 2020-21 by title only, which was as follows: "AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA SUBMITTING TO THE CITY ELECTORS PROPOSED AMENDMENTS TO THE CHARTER; AMENDING SECTION 1 TO REFLECT ACCURATE HISTORY OF THE CREATION OF THE CITY OF FERNANDINA BEACH; AMENDING SECTION 9 TO CHANGE "GROUP" TO "SEAT" FOR CITY COMMISSIONERS FOR CLARITY; AMENDING SECTION 10 TO REQUIRE CITY COMMISSIONERS TO COMPLETE PERFORMANCE EVALUATIONS FOR CHARTER OFFICERS ANNUALLY AND TO INCLUDE PENALTIES FOR COMMISSIONERS INTERFERING WITH ADMINISTRATIVE SERVICE; AMENDING SECTION 10A TO PROVIDE THAT CONSERVATION LANDS CAN NEVER BE SOLD OR LEASED BY THE CITY AND TO PROVIDE THAT RECREATION LANDS CAN ONLY BE SOLD OR LEASED FOR FORTY YEARS OR MORE WITH UNANIMOUS VOTE OF COMMISSION AND 70% OF VOTERS APPROVAL AT REFERENDUM ELECTION; AMENDING SECTION 11 BY INCORPORATING SECTIONS 14, 15 AND 20 REGARDING QUALIFICATIONS OF CITY COMMISSIONERS, ABSENCES AND VACANCIES, ADDRESSING CODE OF ETHICS IN STATE LAW FOR COMMISSIONERS AND PROVIDING DUE PROCESS PRIOR TO FORFEITURE OF COMMISSION SEAT; REPEALING SECTIONS 14, 15 AND 20 BY INCORPORATING THESE SECTIONS INTO SECTION 11; AMENDING SECTION 16 BY CHANGING STRAW BALLOT VOTE OF THE PEOPLE FOR MAYOR TO BINDING VOTE OF THE PEOPLE FOR MAYOR, REQUIRING THAT MAYORAL CANDIDATE WITH SECOND HIGHEST VOTES BE ELECTED AS VICE MAYOR; AMENDING SECTION 17 BY MAKING MAYOR RESPONSIBLE FOR COMPLETION OF CHARTER OFFICER EVALUATIONS BY COMMISSIONERS; AMENDING SECTION 21 BY INCLUDING A PROVISION TO ALLOW COMMISSIONERS TO ATTEND COMMISSION MEETINGS USING COMMUNICATION TECHNOLOGY DUE TO A SERIOUS MEDICAL CONDITION IN COMPLIANCE WITH STATE LAW; AMENDING SECTION 25 BY INCLUDING MINIMUM PROFESSIONAL QUALIFICATIONS FOR CITY MANAGER, INCREASING THE TIME FOR NEW CITY MANAGER TO BECOME CITY RESIDENT FROM THIRTY TO NINETY DAYS AND REQUIRING DESIGNATION OF CITY MANAGER PRO TEM; AMENDING SECTION 136 ALLOWING COMMISSION TO AUTHORIZE INVESTIGATIONS BY MAJORITY VOTE AND CLARIFYING THAT CITY COMMISSIONERS, CHARTER OFFICERS AND MEMBERS OF APPOINTED CITY BOARDS HAVE THE POWER TO INVESTIGATE A DEPARTMENT, OFFICER OR EMPLOYEE; AMENDING RESERVED SECTION 142 TO REQUIRE THE CHARTER TO BE REVIEWED EVERY SEVEN YEARS BY A CHARTER REVIEW COMMITTEE MADE UP OF CITY RESIDENTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE." According to the agenda support documents Ordinance 2020-21 approves the recommended changes to the City's Charter submitted by the Charter Review Committee to be placed on the ballot for voters in November 2020.

City Attorney Bach answered questions from the Commission clarifying language concluding that there will be changes prior to the second reading at the July 21st City Commission Regular Meeting. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Lednovich, to approve Ordinance 2020-21.** Further discussion ensued noting that a workshop will be scheduled. Charter Review Committee Review Chair Arlene Filkoff explained the meetings and progress have been affected by the current health crisis and acknowledged the Commission's patience and looks forward to further

discussion in the forthcoming workshop. **Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

10.1 SECOND READING OF ORDINANCE 2020-16: City Attorney Bach read Ordinance 2020-16 by title only, which was as follows: “AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA AMENDING THE LAND DEVELOPMENT CODE (LDC) TO MODIFY STANDARDS FOR HEIGHT ENCROACHMENTS BY AMENDING SECTIONS 1.07.00 ADDING OR AMENDING CERTAIN DEFINITIONS, AMENDING SECTION 4.02.03 STANDARDS FOR BUILDINGS AND BUILDING PLACEMENT AND AMENDING LDC SECTION 10.02.01(D) VARIANCES; PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE.” According to the agenda support documents Ordinance 2020-16 amends the Land Development Code setting limitations on building height encroachments for properties located within the landward and seaward sides of the Coastal Upland Protection Zone (CUPZ) as defined in LDC Section 3.01.02.

The public hearing was opened at this time and there being no comments from the floor, the public hearing was closed. **A motion was made by Commissioner Ross, seconded by Commissioner Lednovich, to approve Ordinance 2020-16. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

10.2 SECOND READING OF ORDINANCE 2020-17: City Attorney Bach read Ordinance 2020-17 by title only, which was as follows: “AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA AMENDING THE LAND DEVELOPMENT CODE TO MODIFY SECTION 9.02.02 MEMBERSHIP AND TERMS OF OFFICE FOR THE PLANNING ADVISORY BOARD, PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE.” According to the agenda support documents Ordinance 2020-17 amends the Land Development Code changing the makeup of the Planning Advisory Board from five to seven members and making appointments to the Board in the same way other City board members are appointed.

The public hearing was opened at this time and there being no comments from the floor, the public hearing was closed. City Attorney Bach affirmed corrections would be made to language for the final reading. **A motion was made by Commissioner Ross, seconded by Vice Mayor Kreger, to approve Ordinance 2020-17.** Vice Mayor Kreger announced that currently there is a vacancy on the board and solicited applications. Commissioner Lednovich noted there are two vacancies. City Attorney Bach stated an application will be presented at the July 7TH City Commission Regular Meeting. **Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

10.3 SECOND READING OF ORDINANCE 2020-18: City Attorney Bach read Ordinance 2020-18 by title only, which was as follows: “AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA AMENDING THE LAND DEVELOPMENT CODE (LDC) TO CREATE SECTION 8.01.01.01(F) TO ADD A REQUIREMENT FOR ROOFTOP MECHANICAL SCREENING IN THE DOWNTOWN HISTORIC DISTRICT, CRA, AND OLD TOWN; TO DELETE SECTION 8.01.01.02(H) RELATING TO TOWERS IN OLD TOWN; TO MODIFY SECTION 8.01.01.02(J) TO ALLOW KITCHENETTES IN ACCESSORY DWELLING UNITS WITHIN OLD TOWN; TO DELETE SECTION 8.01.02(E)10 AS IT RELATES TO THE DENSITY BONUS INCENTIVE WHICH WAS ELIMINATED IN 2018; TO DELETE SECTION 8.01.03(E) AS IT RELATES TO THE NOW SUNSETTED “SIDE STREET BUSINESS SIGNAGE” PROGRAM; TO CREATE A NEW SECTION 8.01.03(E) RESERVED FOR “DOWNTOWN WAYFINDING SIGNAGE;” TO MODIFY SECTION 8.03.03(C) TO SET AFTER THE FACT FEES BASED ON THE ANNUALLY ADOPTED MASTER FEE SCHEDULE; TO CREATE SECTION 8.03.03.01(F) TO

CREATE A DEMOLITION DELAY PERIOD; TO MODIFY SECTION 8.03.04(B) TO CLARIFY EMERGENCY DEMOLITION PROCEDURES; TO MODIFY SECTION 8.03.03(A)(1) TO ESTABLISH AN OFFICIAL INVENTORY OF RESOURCES LIST THAT DESIGNATES CONTRIBUTING STRUCTURE STATUS; TO MODIFY SECTION 5.01.10 TO ADD STANDARDS FOR FENCING DESIGN/INSTALLATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.” According to the agenda support documents Ordinance 2020-18 amends the Land Development Code with various changes to the Historic District.

The public hearing was opened at this time and there being no comments from the floor, the public hearing was closed. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Lednovich, to approve Ordinance 2020-18. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.** Extensive discussion ensued regarding satellite dishes with City Attorney Bach concluding a staff report will be forthcoming. **Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

10.4 SECOND READING OF ORDINANCE 2020-19: City Attorney Bach read Ordinance 2020-19 by title only, which was as follows: “AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA ESTABLISHING AND AMENDING FEES FOR SANITATION FOR FY 2019/2020; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.” According to the agenda support documents Ordinance 2020-19 approves the amended Sanitation Fee Schedule for Fiscal Year 2019/2020.

The public hearing was opened at this time and there being no comments from the floor, the public hearing was closed. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Ross, to approve Ordinance 2020-19.** Discussion ensued regarding the current contract, neighborhood pickups including yard waste, consumer complaints and deliverables. **Vote upon passage of the motion was taken by ayes and nays and was as follows:**

Vice Mayor Kreger:	AYE
Commissioner Ross:	AYE
Commissioner Chapman:	NAY
Commissioner Lednovich:	NAY
Mayor Miller:	AYE

Motion carried 3-2.

CITY MANAGER REPORTS:

RECRUITMENT: City Manager Martin announced the recruitment has been completed for the Human Resources Director position and candidate interviews will begin next week.

TELECONFERENCE: City Manager Martin will participate in a teleconference with Florida Department of Transportation officials regarding funding for the railroad crossings at Centre and Ash Streets.

MARINA: City Manager Martin reminded all that the Marina Advisory Board meeting is Monday June 22nd, 6pm in City Hall Chambers. Saturday July 11th is the tentative date for the public outreach effort regarding the waterfront.

GRANT: City Manager Martin updated the \$5000 grant for downtown businesses to acquire Personal Protective Equipment (PPE) is being discussed with the Nassau County Chamber to repurpose the funds due to shortages of equipment. The City has provided free picnic tables for outdoor dining downtown and continues to address individual business owner requests and concerns.

CITY ATTORNEY REPORTS: City Attorney Bach had no reports at this time.

CITY CLERK REPORTS:

BOARD VACANCIES: City Clerk Best announced the following advisory board vacancies: Code Enforcement and Appeals Board: two (2) alternate vacancies; Arts and Culture Nassau: one (1) vacancy; Board of Trustees of Fire and Police Pension Plan: one (1) vacancy; Airport Advisory Commission: one (1) vacancy; Planning Advisory Board: two (2) vacancies. Interested applicants may apply in person at the City Clerk's Office 204 Ash Street or by downloading an application on the City's website: www.fbfl.us

MAYOR/COMMISSIONER COMMENTS:

EVENT: Commissioner Ross attended the peaceful protest downtown in response to the recent George Floyd police incident.

THANK YOU: Commissioner Ross thanked the downtown restaurants doing an excellent job including requiring staff to wear masks due to the ongoing COVID -19 virus.

EVENT: Commissioner Chapman also attended the peaceful protest and thanked the City Police department for doing an excellent job in de-escalation.

ELECTION: Commissioner Chapman encouraged registering to vote and casting a ballot in the upcoming election.

EVENT: Commissioner Lednovich echoed sentiments on the peaceful protest and acknowledged the patience of downtown merchants during the Centre Street closure.

CONDOLENCES: Commissioner Lednovich expressed condolences to the family of Phil Scanlan, a community activist who was instrumental in the Amelia Island Trail bicycling organization.

SUPPORT: Vice Mayor Kreger acknowledged his support for equal rights for all.

DISTRIBUTION: Vice Mayor Kreger participated in the recent complimentary food distribution hosted by the Sportsman's Club and Barnabas Center, who are partnering with local churches to provide food to those in need.

CENSUS: Vice Mayor Kreger urged all to complete the US Census that has financial benefits for the City.

CONDOLENCES: Mayor Miller echoed sentiments on the loss of Phil Scanlan, a fantastic activist who will be missed. Mayor Miller also acknowledged the recent passing of local Chef Carey Todd who grew up working at restaurant kitchens across the island most recently at Lagniappe Restaurant. Mayor Miller expressed sincere condolences to all of Chef Todd's family.

DRAFT

MINUTES

City Commission Regular Meeting

June 16, 2020

Page 9 of 8

ADJOURNMENT: There being no further business to come before the City Commission, the meeting was adjourned at 8:35pm.

ATTEST:

Caroline Best
City Clerk

John A. Miller
Mayor-Commissioner

The City Commission of the City of Fernandina Beach, Florida, met in a Joint Workshop with the Charter Review Committee on Tuesday, June 23, 2020 at 4:00 pm. Present in City Chambers were Vice Mayor Len Kreger presiding, Commissioners Philip Chapman, Mike Lednovich, and Chip Ross. Charter Review Committee members present in Chambers: Chairperson Arlene Filkoff, attending via video conferencing: Members Benjamin Morrison, Tammi Kosack, Jon Lasserre, Margaret Davis and Bradley Bean. City staff present in Chambers: City Clerk Caroline Best, City Manager Dale L. Martin and City Attorney Tammi Bach. Due to the ongoing COVID-19 pandemic, occupancy in the Commission Chambers was limited. The 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).

Vice Mayor Kreger called the meeting to order and led the Pledge of Allegiance to the Flag.

4.1 ORDINANCE 2020-21 PROPOSED CHARTER CHANGES: SUBMITTING TO THE CITY ELECTORS PROPOSED AMENDMENTS TO THE CHARTER; AMENDING SECTION 1 TO REFLECT ACCURATE HISTORY OF THE CREATION OF THE CITY OF FERNANDINA BEACH; AMENDING SECTION 9 TO CHANGE “GROUP” TO “SEAT” FOR CITY COMMISSIONERS FOR CLARITY; AMENDING SECTION 10 TO REQUIRE CITY COMMISSIONERS TO COMPLETE PERFORMANCE EVALUATIONS FOR CHARTER OFFICERS ANNUALLY AND TO INCLUDE PENALTIES FOR COMMISSIONERS INTERFERING WITH ADMINISTRATIVE SERVICE; AMENDING SECTION 10A TO PROVIDE THAT CONSERVATION LANDS CAN NEVER BE SOLD OR LEASED BY THE CITY AND TO PROVIDE THAT RECREATION LANDS CAN ONLY BE SOLD OR LEASED FOR FORTY YEARS OR MORE WITH UNANIMOUS VOTE OF COMMISSION AND 70% OF VOTERS APPROVAL AT REFERENDUM ELECTION; AMENDING SECTION 11 BY INCORPORATING SECTIONS 14, 15 AND 20 REGARDING QUALIFICATIONS OF CITY COMMISSIONERS, ABSENCES AND VACANCIES, ADDRESSING CODE OF ETHICS IN STATE LAW FOR COMMISSIONERS AND PROVIDING DUE PROCESS PRIOR TO FORFEITURE OF COMMISSION SEAT; REPEALING SECTIONS 14, 15 AND 20 BY INCORPORATING THESE SECTIONS INTO SECTION 11; AMENDING SECTION 16 BY CHANGING STRAW BALLOT VOTE OF THE PEOPLE FOR MAYOR TO BINDING VOTE OF THE PEOPLE FOR MAYOR, REQUIRING THAT MAYORAL CANDIDATE WITH SECOND HIGHEST VOTES BE ELECTED AS VICE MAYOR; AMENDING SECTION 17 BY MAKING MAYOR RESPONSIBLE FOR COMPLETION OF CHARTER OFFICER EVALUATIONS BY COMMISSIONERS; AMENDING SECTION 21 BY INCLUDING A PROVISION TO ALLOW COMMISSIONERS TO ATTEND COMMISSION MEETINGS USING COMMUNICATION TECHNOLOGY DUE TO A SERIOUS MEDICAL CONDITION IN COMPLIANCE WITH STATE LAW; AMENDING SECTION 25 BY INCLUDING MINIMUM PROFESSIONAL QUALIFICATIONS FOR CITY MANAGER, INCREASING THE TIME FOR NEW CITY MANAGER TO BECOME CITY RESIDENT FROM THIRTY TO NINETY DAYS AND REQUIRING DESIGNATION OF CITY MANAGER PRO TEM; AMENDING SECTION 136 ALLOWING COMMISSION TO AUTHORIZE INVESTIGATIONS BY MAJORITY VOTE AND CLARIFYING THAT CITY COMMISSIONERS, CHARTER OFFICERS AND MEMBERS OF APPOINTED CITY BOARDS HAVE THE POWER TO INVESTIGATE A DEPARTMENT, OFFICER OR EMPLOYEE; AMENDING RESERVED SECTION 142 TO REQUIRE THE CHARTER TO BE REVIEWED EVERY SEVEN YEARS BY A CHARTER REVIEW COMMITTEE MADE UP OF CITY RESIDENTS. According to the agenda support documents Ordinance 2020-21 approves the recommended changes to the City's Charter submitted by the Charter Review Committee to be placed on the ballot for voters in November 2020.

DRAFT

MINUTES

City Commission/Charter Review Committee

Joint Workshop

June 23, 2020

Page 2 of 2

City Clerk Best distributed a memorandum outlining 2020 General Election ballot options. The City Commission made the following recommendations by consensus: Section 9: remove the 90-day limit on switching seats/groups; Section 11: public hearing for absences is required prior to forfeiture; Section 25: remove prior experience managing at least one government organization with at least 250 employees, include requirement that the City Manager join the International City/County Manager Association within six months of oath of office; put forth a Resolution to conduct a 2021 mail ballot election for the Charter amendments; amend Resolution 2019-130 to extend the Charter Review Committee to September 30, 2020 in order to complete the Charter review.

15. ADJOURNMENT: There being no further business to come before the City Commission, the meeting was adjourned at 4:57pm.

ATTEST:

Caroline Best
City Clerk

John A. Miller
Mayor-Commissioner

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2020-95
Facilities Use Agreement - 224th Joint Communications Support Squadron, Georgia Air
National Guard

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2020-95

SYNOPSIS: The 224th Joint Communications Support Squadron, Georgia Air National Guard (ANG), has requested use of Airport property, depicted as Area 1 within Exhibit A to this agreement, from August 3-24, 2020, for placement of equipment which will be utilized during this period for training of military personnel during the unit's annual field training exercise.

Airport operations will not be impacted through use of this property during the exercise. A fee of \$250 is proposed for use of this property in addition to participation in an Airport foreign object debris walk where ANG members will walk a specified Airport surface and assist in picking up debris which could potentially create safety hazards to Airport operations.

This Facilities Use Agreement was reviewed during the July 9, 2020, Airport Advisory Commission (AAC) meeting and the AAC unanimously recommended approval.

FISCAL IMPACT: The Fernandina Beach Municipal Airport will receive \$250 for use of Airport property described within the Facilities Use Agreement.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2020-95.

Nicole Bednar, Administrative Services Manager	7/7/2020
Dale L. Martin, City Manager	7/9/2020
Pauline Testagrose, Comptroller	7/9/2020
Tammi E. Bach, City Attorney	7/13/2020
Katie Newton, Legal Assistant	7/13/2020

Date: July 01, 2020

Submitted By: Nathan Coyle, Airport Director

COMMISSION ACTION: Adopt

RESOLUTION 2020-95

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING THE FACILITIES USE AGREEMENT BETWEEN THE 224th JOINT COMMUNICATIONS SUPPORT SQUADRON, GEORGIA AIR NATIONAL GUARD, AND THE CITY OF FERNANDINA BEACH FOR USE OF AIRPORT PROPERTY; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the 224th Joint Communications Support Squadron of the Georgia Air National Guard has requested use of Airport property to participate in its annual field training event; and

WHEREAS, the Fernandina Beach Municipal Airport has proposed property for use by the 224th Joint Communications Support Squadron which would not impact routine Airport operations; and

WHEREAS, the Airport will receive \$250 for the proposed use of Airport property and will also utilize Air National Guard members to conduct an airport foreign object debris (FOD) walk on specified airport surfaces at no cost to the Airport.

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 Facilities Use Agreement between the 224th Joint Communications Control Support Squadron, Georgia Air National Guard and the City of Fernandina Beach, attached hereto as Exhibit "1."

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

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

ADOPTED this 21st day of 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 OF FERNANDINA BEACH
FACILITIES USE AGREEMENT

This FACILITIES USE AGREEMENT (herein after called the AGREEMENT) is made and entered into this 21 day of July, 2020, by and between the CITY OF FERNANDINA BEACH, a Florida municipal corporation, whose address is 204 Ash Street, Fernandina Beach, FL 32034 (herein called "CITY"), and the 224 Joint Communications Support Squadron, Georgia Air National Guard whose address is 1693 Glynco Parkway, Brunswick, GA 31525 (herein called "USER").

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

WHEREAS, USER has expressed a desire to use said FACILITY to conduct its Annual Field Training Event on airport property shown at Exhibit A to this agreement. USER shall have use of this property to place and utilize its equipment for training purposes on the dates specified below.

NOW, THEREFORE, the parties agree as follows:

1. USER shall be permitted to use the FACILITY described above during the period August 3, 2020 through August 14, 2020.
2. USER will set up and use the FACILITY on a continuous basis during this period in the grass field adjacent to Closed Runway 18/36 (between Rwy 9/27 and Twy C) titled as Area 1 of the property description at Exhibit A.
3. USER shall pay CITY the sum of \$250.00 for use of FACILITY during the period designated, payable with returning this signed AGREEMENT. USER shall participate in a foreign object debris (FOD) walk on an airport pavement surface with airport staff for not more than one hour during the time period described above.
4. As condition to USER's right to use the facilities herein, USER agrees to and shall comply with the following:
 - a. USER shall not exclude any person from its services because of race, sex, age, religion, disability, national origin or other prohibited discrimination.
 - b. USER shall have competent, responsible, and able supervision on the premises at all times that its service is operational.
 - c. USER shall not interfere with emergency operations of CITY or other authorized users of the FACILITY.
 - d. USER shall keep premises in a clean and sanitary condition, and be responsible for cleanup on a daily basis and removal of temporary structures at the site upon completion of the event and returning property to same condition as when received.
 - e. CITY shall have the right, acting through its agents or employees, to enter upon the premise at reasonable hours and times for the purpose of making inspections.
 - f. USER will obtain all required Federal, State, County and City permits including any applicable fees.
 - g. USER shall not undertake any alterations or changes in the construction of the facility premises, without prior written consent of CITY.
 - h. USER agrees to assume liability for and indemnify, hold harmless, and defend the CITY, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, arising

directly or indirectly out of or in connection with any negligent and/or deliberate act or omission of USER, its officers, employees, agents, and representatives. USER's liability hereunder shall include all attorney's fees and costs incurred by the CITY in the enforcement of this indemnification provision. This includes claims made by the employees of USER against the CITY and USER hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement. Nothing contained in the foregoing indemnification shall be construed to be a waiver of any immunity or limitation of liability the CITY may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

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

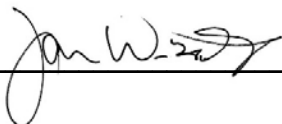
5. Term of Agreement: The term of the AGREEMENT is as noted in paragraphs 1 and 2 above, unless terminated sooner.

6. The addresses for giving notices are as follows:

USER: 224 JCSS
1693 Glynco Parkway
Brunswick, GA 31525

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

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

USER: 

By:
James Wombolt, MSgt
Its: Logistics Planner

101 _____
Employer ID #

CITY OF FERNANDINA BEACH

By: _____
Dale L. Martin
Its: City Manager

By: _____
Caroline Best
Its: City Clerk

Approved as to Form and Legality:



Tammi E. Bach, City Attorney

Exhibit A – Property Use Description (Area 1)





**DEPARTMENT OF THE AIR FORCE
224TH JOINT COMMUNICATION SUPPORT SQUADRON (AMC)
1693 GLYNCO PARKWAY
BRUNSWICK, GA 31525-6806**

01 July 2020

MEMORANDUM FOR CITY OF FERNANDINA BEACH, FLORIDA

FROM: 224 Joint Communications Support Squadron
1693 Glynco Parkway
Brunswick, GA 31525

SUBJECT: Self Insurance Statement

1. During the period of 3-14 August 2020, the 224 JCSS will perform Annual Field Training at the Fernandina Beach Municipal Airport, FL. The purpose of this letter is to provide you the necessary documentation establishing that the United States Military, including the Air National Guard, is a self-insured entity.
2. If at any time a member of the 224 JCSS becomes injured or ill for any reason during the course of their military duties at the Fernandina Beach Airport, the United States Air Force and the Georgia Air National Guard will be responsible for all claims. The City of Fernandina Beach will be relieved of financial responsibility resulting in personnel injury or illness and equipment damage. The United States Air Force and Georgia Air National Guard will bear the responsibility to process and administer any such circumstances.
3. If you have any questions or concerns regarding this correspondence please contact Major Thomas Naldrett at (912) 261-5700 or MSgt James Wombolt at (912)261-5702.

James M. Wombolt, MSgt, GA ANG
Plans and Logistics NCOIC

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Resolution 2020-96
Voluntary Annexation Agreement - 836 Robin Hood Drive

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2020-96

SYNOPSIS: Property owners Henry E. & Sue Ann Brauda have completed the City of Fernandina Beach Voluntary Annexation Petition and Water/Wastewater Annexation Agreement Application pursuant to Chapter 171.044, Florida Statutes, for one parcel containing approximately .45 acres located at 836 Robin Hood Drive (Parcel ID: 00-00-30-0640-0039-0000).

Staff has determined the request is consistent with the City's Municipal Code Sections 82-44 and 82-403, its Comprehensive Plan, and Land Development Code.

FISCAL IMPACT: 25% surcharge on utilities services based on monthly usage to be paid to the City Utilities Department until such time that the property is annexed into the municipal limits.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2020-96.

Kelly Gibson, AICP, Planning Director	7/2/2020
Nicole Bednar, Administrative Services Manager	7/8/2020
Dale L. Martin, City Manager	7/9/2020
Pauline Testagrose, Comptroller	7/9/2020
Tammi E. Bach, City Attorney	7/13/2020

Date: June 26, 2020

Submitted By: Sylvie McCann, Administrative Coordinator

COMMISSION ACTION: Adopt

RESOLUTION 2020-96

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, APPROVING THE EXTENSION OF WASTEWATER SERVICES OUTSIDE THE CORPORATE LIMITS; ACCEPTING THE VOLUNTARY ANNEXATION PETITION FOR ONE PARCEL CONTAINING APPROXIMATELY 0.45 ACRES OF LAND LOCATED AT 836 ROBIN HOOD DRIVE; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, property owners Henry E. & Sue Ann Brauda have completed the City of Fernandina Beach Voluntary Annexation Petition and Water/Wastewater Annexation Agreement Application pursuant to Chapter 171.044, Florida Statutes, for one parcel containing approximately 0.45 acres located at 836 Robin Hood Drive (Parcel ID Number: 00-00-30-0640-0039-0000); and

WHEREAS, staff has determined the request is consistent with the City's Municipal Code Sections 82-44 and 82-403, its Comprehensive Plan, and Land Development Code; and

WHEREAS, the City Commission has determined that it is in the best interest of the City to provide water services to the subject property.

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

SECTION 1. The City Commission hereby authorizes the extension of wastewater services to the property owners identified, whose property is located outside the corporate limits of the City at 836 Robin Hood Drive and noted as parcel 00-00-30-0640-0039-0000, and approves the Voluntary Annexation Petition, attached hereto as "Exhibit 1".

SECTION 2. The City Commission authorized the City Manager and the City Clerk to execute said petition on behalf of the City of Fernandina Beach.

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

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

ADOPTED this 21st day of July, 2020.

CITY OF FERNANDINA BEACH

JOHN A. MILLER
Commissioner - Mayor

ATTEST:

APPROVED AS TO FORM AND LEGALITY:



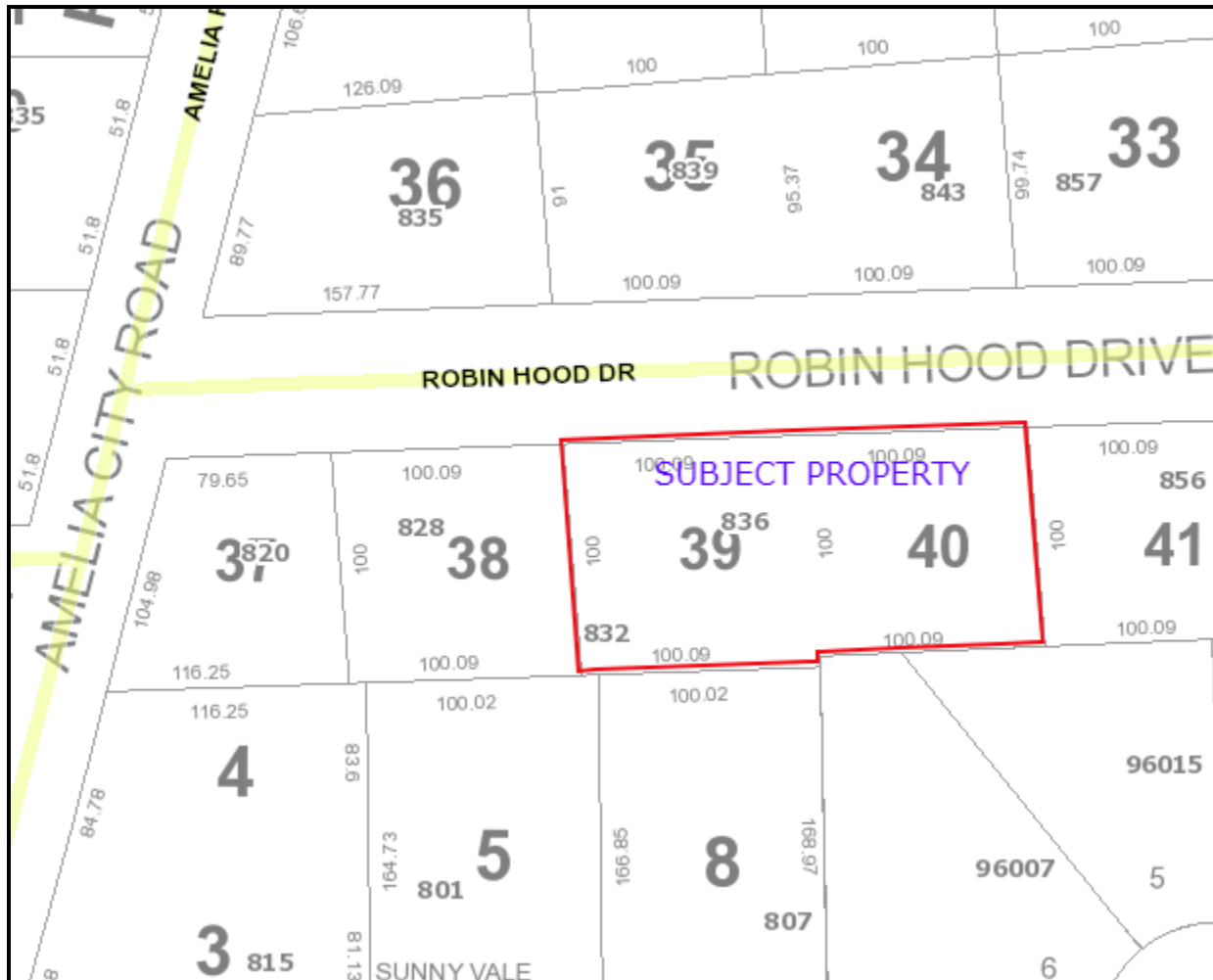
CAROLINE BEST
City Clerk

TAMMI E. BACH
City Attorney

**RESOLUTION 2020-96
EXHIBIT "A"**

WATER AND WASTEWATER AGREEMENT/ VOLUNTARY PETITION FOR ANNEXATION OF
PARCEL ID NUMBER: 00-00-30-0640-0039-0000 LOCATED AT 836 ROBIN HOOD DRIVE TOTALING
APPROXIMATELY 0.45 ACRES OF LAND

836 ROBIN HOOD DRIVE



Print

Water /Wastewater Annexation - Submission #5436

Date Submitted: 6/18/2020

WATER/ WASTEWATER ANNEXATION

USE THIS FORM TO: Request the City Commission's authorization to extend water and/or sanitary wastewater services to property not located within the City limits and not currently eligible for annexation. This form also includes a Petition for Annexation, as required by Municipal Code prior to the extension of services outside the City's jurisdiction.

Fees



\$300

IMPORTANT NOTES

Per Municipal Code Sections 82-44 and 82-403, the extension of City water and/or sanitary sewer services to property located outside the municipal limits must be authorized by the City Commission. Application for these services shall be placed on the next available City Commission agenda. The City Commission meets the 1st and 3rd Tuesday of each month at 6:00PM. Applications must be received three (3) weeks prior to the requested agenda.

PROPERTY INFORMATION

[Property information can be found at the Nassau County Property Appraiser's Website's Map Search](#)

Site Address*

836 Robin Hood Drive

Parcel ID #(s)*

00-00-30-0640-0039-0000

OWNER OF RECORD

As recorded with the Nassau County Property Appraiser

First Name*

Henry E & Sue Ann

Last Name*

Brauda

Company (if applicable)

Mailing Address*

836 Robin Hood Drive

Telephone Number*

9049559316

E-mail Address*

hb39@comcast.net

OWNER'S AGENT

If an agent will be representing the owner, an Owner's Authorization For Agent Representation form must be included

First Name

Last Name

Company (if applicable)

Mailing Address

City

State

Zip

Telephone Number

E-mail Address

PROJECT INFORMATION

Total Number of Lots/Parcels*

2

< One (1) acre sq. footage*

100' x 100.9

> One (1) acre sq. footage*

100 x 100.9

Existing Zoning Classification*

single family

Existing Future Land Use Classification*

single family

Description of Request*

wastewater hookup

Certification*



By signing below, I certify that the information contained in this application is true and correct to the best of my knowledge at the time of the application.



I acknowledge that I understand and have complied with all of the submittal requirements and procedures.

Applicant's First Name*

Henry E & Sue Ann

Applicant's Last Name*

Brauda

Today's Date*

6/18/2020

Upload Supporting Documentation*

page 5.jpg

Upload 2

page 7.jpg

Upload 3

tax map.jpg

Upload 4

Choose File

No file selected

Upload 5

Choose File

No file selected



DEPARTMENT OF PLANNING & CONSERVATION

204 Ash Street | Fernandina Beach Florida 32604 | 904 310-3480 | www.fbfl.us/planning

CITY OF FERNANDINA BEACH
VOLUNTARY ANNEXATION AGREEMENT / PETITION FOR ANNEXATION

THIS VOLUNTARY ANNEXATION AGREEMENT / PETITION FOR ANNEXATION dated this 18 day of June, 2020 by and between the CITY OF FERNANDINA BEACH, a municipal corporation, (hereinafter referred to as "City"); and Henry E Sue Ann Browne hereinafter collectively referred to as the "Applicants").

WHEREAS, this Annexation Agreement/ Petition for Annexation (hereinafter referred to as "Agreement") shall be considered entered into upon execution, where the actual annexation of land shall occur once the subject property becomes contiguous to any boundary demarking the incorporated area of the City of Fernandina Beach and upon the execution of an Ordinance by the City Commission of the City authorizing and approving the execution of such annexation, consistent with the mutual promises, covenants and acknowledgments agreed to by the City Commission and the Applicants, as contained in this Agreement; and

WHEREAS, the Applicants collectively, are the owners of record of the parcel of land known and described as follows, comprising the property which is the subject of this Agreement (the "Property"):

PARCEL ID#: 00-00-30-0640-0039-0000

GENERALLY DESCRIBED AS: Single family

ADDRESSED AS: 836 Robin Hood Drive

See Attached Exhibit "A"

WHEREAS, the covenants and acknowledgments contained herein have been made in consideration of annexation into the City of Fernandina Beach of the above described Property; and

WHEREAS, it is the desire of the City to provide for appropriate use of the Property; and

WHEREAS, the Applicants are willing to have the Property annexed to the City and the City desires and believes that it would be in the best interest of the City to annex the Property, which is located outside the corporate limits of the City in Nassau County, Florida, at such time as the Property become contiguous; and

NOW, THEREFORE, in consideration of the mutual promises, covenants and acknowledgments stated herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Effective Date: This Agreement shall become effective upon execution.
2. Execution: The parties hereto agree to execute any and all such documents as are reasonably necessary to carry out the terms and provisions of this Agreement.
3. Binding Effect: The parties hereto do covenant and agree that this Agreement and its Exhibits, shall be binding on their successors and assigns, including the political subdivisions as the City of Fernandina Beach.
4. Water and/or Sanitary Sewer: The Applicants shall be permitted to tap into the City's water and/or sanitary sewer system at a point determined by the City. The Applicants shall also be responsible for payment to the City of any and all applicable fees that are assessable under City Ordinance and State Law.

5. Land Use and Zoning: Upon Annexation of the Property, and until the adoption by the City Commission of the City's Comprehensive Plan and zoning district for the Property, the Comprehensive Plan (including future land use) and zoning ordinances and regulations shall remain in full force and effect for the Property, and shall be enforced by the City. The City shall adopt the future land use designation and zoning district for the Property that most closely approximate to the current Nassau County future land use designation and zoning district for the Property regarding allowable uses and development standards.

6. Governing Law: The laws of the State of Florida shall govern the interpretation, validity and construction of the terms and provisions of this Agreement. If any term or provision of this Agreement is declared illegal or invalid for any reason by a court of competent jurisdiction, the remaining terms and provisions of this Agreement shall, nevertheless, remain in full force and effect.

7. Entire Agreement: The parties hereto acknowledge that this Agreement constitutes the sole agreement between the parties; that all prior proposals and agreements, whether oral or written, are hereby superseded; and that this Agreement may not be changed, altered or modified except in writing and signed by the parties hereto. The parties hereto further acknowledge that, in entering into this Agreement, each party has not been induced by, has not relied upon, and has not included as part of the basis of the bargain herein, any representation or statement, whether expressed or implied, made by any agent, representative or employee, which representation or statement is not approved by the other at any public hearing or work session of the City Commission or otherwise made as part of the official public record in the proceedings related to this Agreement. This Agreement binds the Applicants' Property to being annexed into the City once the Property becomes contiguous to any boundary demarking the incorporated area of the City of Fernandina Beach and upon the execution of an Ordinance by the City Commission of the City authorizing and approving the execution of such agreement, consistent with the mutual promises, covenants and acknowledgments agreed to by the City Commission.

8. Default: In the event either of the parties default in the performance of the obligations set forth in this Agreement, then the other may, upon notice to defaulting party, allow the defaulting party sixty (60) days to cure the default or provide evidence to the non-defaulting party that such default will be cured in a timely manner if it cannot be cured during said period. If the defaulting party fails to cure such default or provide such evidence as provided above, then, with notice to defaulting party, the other party may begin proceedings to require specific performance of this Agreement or bring suit for damages for breach of the Agreement. The prevailing party shall be entitled to a reasonable attorney's fee for having brought such action.

8. Recording: This Agreement shall run with the land and a copy of this Agreement for Annexation shall be filed and recorded by the City Clerk's Office with the Nassau County Clerk of Circuit Court.

IN WITNESS WHEREOF, the City and Applicant(s) have caused this instrument to be executed by their respective proper parties duly authorized to execute the same on the day and the year first above written.

CITY OF FERNANDINA BEACH

ATTEST:

DALE L. MARTIN
City Manager

CAROLINE BEST
City Clerk

APPROVED AS TO FORM AND LEGALITY:

TAMMI E. BACH

TAMMI E. BACH
City Attorney

APPLICANT(S)

By: Henry E. Brauda
Applicant

By: Sue Ann Brauda
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 18 day of JUNE, 2020,

by Henry Edward Brauda & Sue Kitchings Brauda

Deborah Ann St. Hart
Notary Public

Deborah Ann St. Hart
Printed Name
Expires

07-07-2022
My Commission

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

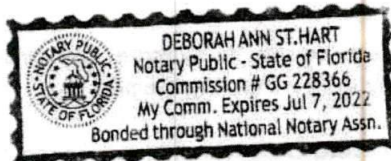


EXHIBIT A

NASSAU COUNTY PROPERTY APPRAISER
PARCEL REPORT



A. Michael Hickox, CFA

Cert. Res. RD1941

NASSAU COUNTY

PROPERTY APPRAISER





Change of Address



Email



Calculator



Document



Dollar



FAQ



Briefcase

PROPERTY INFORMATION

Parcel Number 00-00-30-0640-0039-0000

Owner Name

BRAUDA HENRY E & SUE ANN

Mailing Address

836 ROBIN HOOD DRIVE

FERNANDINA BEACH, FL 32034

Location Address

836 ROBIN HOOD DR

FERNANDINA BEACH 32034

Tax District

UNINCORPORATED MIDDLE ISLAND

Millage

16.5856

Homestead

Yes

Property Usage

SINGLE FAM 000100

Deed Acres

0

Short Legal

LOTS 39 & 40 IN OR 142/287 SHERWOOD FOREST SUB PB 5/10

2019 Certified Values

Land Value

\$100,000

(+) Improved Value

\$79,406

(=) Market Value

\$179,406

(-) Agricultural Classification

\$0

(-) SOH or Non-Hx* Capped Savings

\$74,670

(=) Assessed Value

\$104,736

(-) Homestead

\$25,000

(-) Additional Exemptions

\$0

(=) School Taxable Value

\$79,736

(-) Non-School HX & Other Exempt Value

\$25,000

(=) County Taxable Value

\$54,736

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



Property Search



Map This Parcel



GIS Report

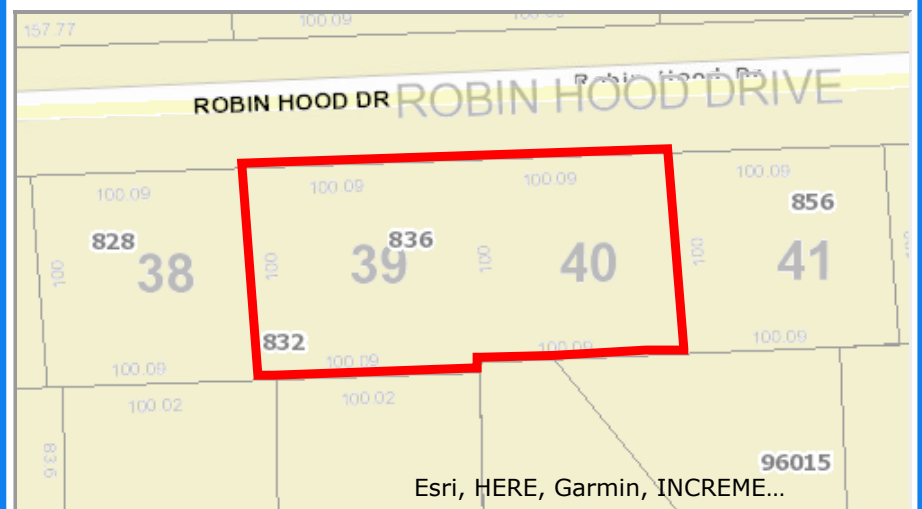


Property Record Card



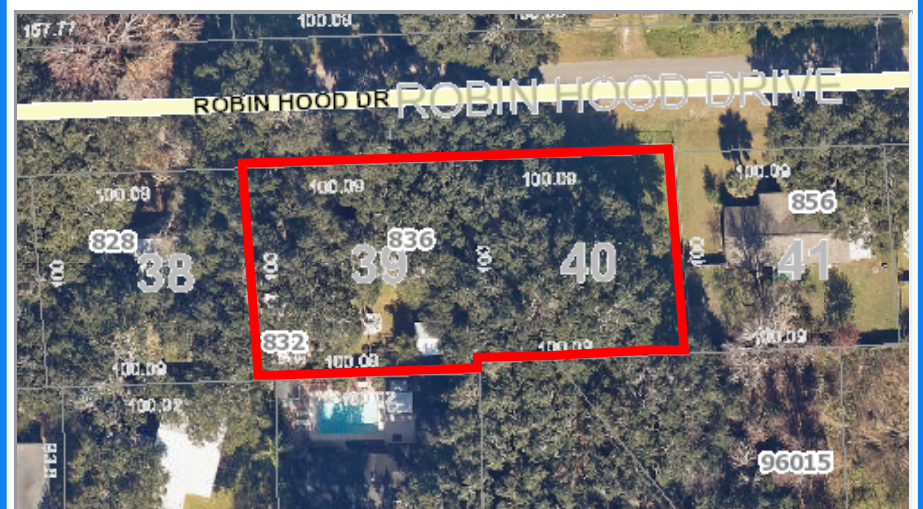
Print Friendly Page

PARCEL MAP



Esri, HERE, Garmin, INCREME...

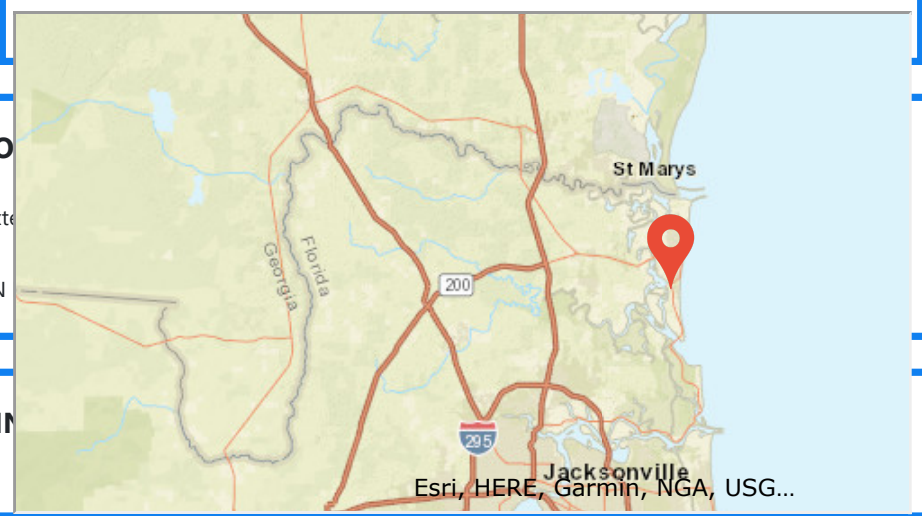
2019 AERIAL MAP



PROPERTY PHOTO

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

LOCATION MAP



BUILDING INFO

Type	Total Area	Heated Area	Bedrooms	Baths	Primary Exte
SINGLE FAM	1502	1306	3	1	COMMON

MISCELLANEOUS IN

Description	Dimensions L X W
-------------	------------------

SALES INFORMATION

<https://maps.nassauflpa.com/NassauDetails/ParcelSearchResults.html?PIN=00-00-30-0640-0039-0000>

1/2

Sale Date	Book Page	Price	Instr	Qual	Imp	Grantor	Grantee
-----------	-----------	-------	-------	------	-----	---------	---------

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2020-97
2021 Mail Ballot Election Authorization

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2020-97

SYNOPSIS: The City Commission approved Resolution 2019-130 establishing the Charter Review Committee to review the existing City Charter and recommend changes to make the Charter more effective.

At the City Commission/Charter Review Committee Joint Workshop on June 23, 2020, the City Commission determined, by consensus, it is in the best interest of the City's electorate to conduct a 2021 mail ballot election due to the length of the proposed Charter amendments, the requirement that ballot language now be in English and Spanish and the voting equipment software requiring all Nassau County ballots have the same number of ballot pages.

Each registered voter will receive a ballot by mail and a postage paid return envelope, voters may review the multiple page ballot from the comfort of their homes which lessens COVID-19 exposure and ensures sufficient time to thoroughly review and complete the lengthy ballot.

FISCAL IMPACT: Funding in the amount of \$26,000 will be proposed in the City Clerk Elections account, 0011200 54912, in both the Fiscal Year 20/21 and 21/22 Budget.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2020-97.

Caroline Best, City Clerk	6/24/2020
Dale L. Martin, City Manager	7/9/2020
Pauline Testagrose, Comptroller	7/9/2020
Tammi E. Bach, City Attorney	7/13/2020

Date: June 24, 2020

Submitted By: Caroline Best, City Clerk

COMMISSION ACTION: Adopt

RESOLUTION 2020-97

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AUTHORIZING THE CITY CLERK AND NASSAU COUNTY SUPERVISOR OF ELECTIONS OFFICE TO CONDUCT A 2021 MAIL BALLOT ELECTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission approved Resolution 2019-30 establishing the Charter Review Committee to review the existing City Charter and recommend changes to make the Charter more effective; and

WHEREAS, the City Commission and Charter Review Committee met in a Joint Workshop on June 23, 2020, where the City Commission determined it is in the best interest of the City's electorate to conduct a 2021 mail ballot referendum election due to the length of the proposed Charter amendments, the requirement that ballot language now be in English and Spanish and the voting equipment software requiring all Nassau County ballots have the same number of ballot pages; and

WHEREAS, each registered voter in the City of Fernandina Beach will receive a ballot by mail and a postage paid return envelope, City voters may review the multiple page ballot in the comfort of their homes which lessens COVID-19 virus exposure and ensures sufficient time to complete the lengthy ballot; and

WHEREAS, funding in the amount of \$26,000 will be proposed in the City Clerk Elections account, 0011200 54912, in both the Fiscal Year 20/21 and 21/22 Budget.

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

SECTION 1. The City Clerk and Nassau County Supervisor of Elections Office will conduct a 2021 mail ballot referendum election. The actual referendum election date(s) and more specific information regarding the referendum election by mail for City Charter amendments will be approved by Ordinance of the City Commission prior to the 2021 mail ballot referendum election.

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

ADOPTED this 21st day of July, 2020.

CITY OF FERNANDINA BEACH

John A. Miller
Mayor-Commissioner

ATTEST:

Caroline Best
City Clerk

APPROVED AS TO FORM AND LEGALITY:



Tammi E. Bach
City Attorney



MEMORANDUM

TO: CITY COMMISSION

FROM: CITY CLERK CAROLINE BEST, CMC

DATE: JUNE 23, 2020

RE: 2020 GENERAL ELECTION BALLOT OPTIONS

Ordinance 2020-21 (Exhibit 1) recommends certain Charter amendments. Due to the length of these amendments, the requirement that ballot language now be in English and Spanish and the voting equipment software requiring all Nassau County ballots have the same number of ballot pages; the totality of factors will financially impact the cost of the City's General Election.

Options for consideration:

1. Place all Ordinance 2020-21 Charter amendments on the November 3, 2020 General Election ballot: approximate cost **\$80,000+**.

This option is the least feasible, least desirable, and most expensive due to the number Charter amendments which, when translated into Spanish, creates a ballot with six (or more) pages. Because the voting equipment software requires all Nassau County ballots have the same number of ballot pages, this places an undue burden on all registered voters within Nassau County.

2. Place all Ordinance 2020-21 Charter amendments on the December 8, 2020 Runoff Election ballot: approximate cost **\$23,840**.

\$0.66 per ballot: \$0.22 per ballot page x 3 (or more) ballot pages
\$7,920: \$0.66 x 12,000 registered City voters
\$7,920: \$1.32 postage x 6,000 (50% of registered voters)
\$6,000 Runoff election poll workers
\$1,000 Florida Statute required election advertisements
\$1,000 Spanish translation

3. Conduct a mail ballot election in 2021 with all Ordinance 2020-21 Charter amendments: approximate cost: **\$25,760**.

This option is the most favorable because each registered voter receives a mail ballot, voters may review the multiple page ballot from the comfort of their homes (no Covid-19 exposure), and a postage paid return envelope is provided (no Covid-19 exposure).

\$0.66 per ballot: \$0.22 x 3 (or more) ballot pages
\$7,920: \$0.66 x 12,000 registered City voters
\$15,840: \$1.32 postage x 12,000 registered City voters
\$1,000 Florida Statute required election advertisements
\$1,000 Spanish translation

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 2020-98
Award of RFP #2020-02 - Oasis Marinas

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2020-98

SYNOPSIS: The City advertised Request for Proposal #2020-02 for Managing and/or Leasing Marina Facilities. Five proposals were received on April 30, 2020: Coastal Marina Management, Founders 3 Management, Mobius Marina Management, Oasis Marinas, and Safe Harbor Marinas. Additionally, the current management company Westrec, was provided the opportunity to review the submissions and offer a proposal. All proposals (including the Westrec response) are attached.

Stantec Consulting Services, Inc. was contracted to provide a Financial Review of Marina Management Proposals by evaluating and ranking the proposals to assist in the determination of which proposal best suited the financial interests of the City. The Stantec report ranked the Oasis Marinas proposal in the best interests of the City.

All proposals, the Westrec response, and the Stantec report were presented to the Marina Advisory Board (MAB) for consideration at the MAB June 22 meeting. Prior to the meeting, and based upon the Stantec review, preliminary discussions were conducted with Oasis Marinas officials, and an invitation to introduce themselves at the June 22 Marina Advisory Board meeting was extended. Westrec officials declined to participate at the June 22 MAB meeting. The MAB, in general, reiterated support for a previous endorsement to allow Westrec to operate for an entire year with a fully functioning facility.

All of the proposals were projections of revenues and expenses: none of the management teams offered guarantees of the revenues or projections. The Stantec review was intended to provide a comparison of the projected information as presented by each management team. Following that review, as indicated, Stantec, which had closely examined the Marina financials as part of an earlier project, ranked the Oasis Marinas proposal as being in the best financial interests of the City.

Additional discussions have been conducted with references and others familiar with Oasis Marinas operations. One local resident, with previous time in Annapolis and familiar with Oasis Marinas operations, offered support for Oasis Marinas, specifically stating, "I am currently a slipholder at FHM and resident of Fernandina Beach, but am from Annapolis. I've stayed at several Oasis Marinas over the years and am aware of the quality service you all provide. Would like to see Oasis manage FHM and plan to encourage our city commissioners to that effect. If there's anything I can do for you on the ground here, please let me know." Ms. Genece Minshew has also provided correspondence directly to you (via email) regarding the selection process.

Mr. Brian Arnold of Oasis Marinas will introduce Oasis Marinas to the City Commission.

FISCAL IMPACT: Funding will be available in Marina Contractual account, 480 53400, in future budgets.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2020-98.

Dale L. Martin, City Manager	7/13/2020
Pauline Testagrose, Comptroller	7/13/2020
Tammi E. Bach, City Attorney	7/13/2020

Date: July 07, 2020

Submitted By: Nicole Bednar, Administrative Services Manager

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



COMMISSION ACTION: Adopt

RESOLUTION 2020-98

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AWARDING RFP # 2020-02 FOR MANAGING AND/OR LEASING MARINA FACILITIES TO OASIS MARINAS; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City advertised Request for Proposal #2020-02 for Managing and/or Leasing Marina Facilities. Five proposals were received on April 30, 2020; and

WHEREAS, Stantec Consulting Services, Inc. was contracted to provide a Financial Review of Marina Management Proposals by evaluating and ranking the proposals, subsequently ranking Oasis Marinas in the best financial interests of the City; and

WHEREAS, the Marina Advisory Board, on June 22, 2020, reiterated previous support for Westrec Marina Management, recommending that Westrec Marina Management be afforded the opportunity to operate for one full year with a fully functional facility (including fueling operations).

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

SECTION 1. The City Commission hereby awards RFP #2020-02 for Managing and/or Leasing Marina Facilities to Oasis Marinas.

SECTION 2. The City Manager and City Attorney will negotiate and draft an agreement and present the agreement to the City Commission by September 1, 2020.

SECTION 3. The City Manager will provide 90-day notice to Westrec Marina Management, Inc. of the City's intent to terminate the current agreement under the terms of Resolution 2014-141, Exhibits A and B.

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

ADOPTED this 21st day of July, 2020.

ATTEST:

CITY OF FERNANDINA BEACH

Caroline Best
City Clerk

John A. Miller
Commissioner-Mayor

APPROVED AS TO FORM & LEGALITY:



Tammi E. Bach
City Attorney

**CITY OF FERNANDINA BEACH
REQUEST FOR PROPOSAL 2020-02
MANAGING AND/OR LEASING MARINA FACILITIES**

INTRODUCTION

The City of Fernandina Beach, Florida presents this Request for Proposals (RFP) to parties interested in **MANAGING AND/OR LEASING MARINA FACILITIES** in the City of Fernandina Beach, Florida.

The City will receive sealed submittals at the location stated below not later than **2:00 PM, April 3, 2020**.

Those interested in responding to this opportunity are instructed to submit (**1 original, 5 copies and 1 electronic version [compact disc or thumb drive]**) relevant proposals. Received submittals will be opened at 2:15 PM, April 3, 2020. An Evaluation Committee will review the submittals and provide a recommendation to the City Commission.

The submittals must be delivered to City Hall in a sealed package, clearly marked on the outside, **RFP #2020-02** and addressed to:

City of Fernandina Beach
Attn: City Clerk's Office – **RFP #2020-02**
204 Ash Street
Fernandina Beach, FL 32034

Any submittal received after the above stated time and date will not be considered. It shall be the sole responsibility of the Submitter to have its submittal delivered to the City of Fernandina Beach, by U.S. Mail, hand-delivery, or any other method available; however, facsimile or electronic submittals will not be accepted. Delay in delivery shall be the sole responsibility of the Submitter.

Hand-delivered submittals should be provided to the Clerk's Office at the above address.

The sealed submittal shall be accompanied by a "**Contact Sheet**", hereinafter provided as "**Exhibit A**"; a "**Public Entity Crimes Statement**" herein provided as "**Exhibit B**"; a "**Drug Free Workplace Certification**", herein provided as "**Exhibit C**"; an "**E-Verify Statement**", herein provided as "**Exhibit D**"; a "**Respondent Acknowledgements and Agreements**", herein provided as "**Exhibit E**"; a "**Conflict of Interest**", herein provided as "**Exhibit F**"; a "**Non-Disclosure Affidavit**", herein provided as "**Exhibit G**"; and a "**Disputes Disclosure**", herein provided as "**Exhibit H**".

CONTACT

Any questions related to this RFP should be directed to Ms. Wanda Weaks, Purchasing Agent, wweaks@fbfl.org.

Submitters 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.

**CITY OF FERNANDINA BEACH
REQUEST FOR PROPOSAL 2020-02
MANAGING AND/OR LEASING MARINA FACILITIES**

ADDENDA

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

SUBMITTER SHALL SIGNIFY RECEIPT OF ADDENDA (IF ANY). Failure to Acknowledge Receipt of any Addendum may result in rejection of the submittal.

RFP SCHEDULE

The following is the project schedule. The City reserves the right to alter dates as needed.

Posting	Mar 10, 2020
Deadline for submitting questions	Mar 27, 2020
Due date for submissions	Apr 3, 2020
Evaluation Committee meeting (tbd)	Apr 6-17, 2020
Marina Advisory Board review/recommendation	Apr 27, 2020
City Commission meeting/selection	May 5, 2020

SCOPE OF WORK

The City of Fernandina Beach has a long and rich maritime history. This history is currently reflected by the City's Marina, located in the immediate proximity of the City's downtown business district. Due to the storm effects of Hurricane Matthew (October, 2016), the Marina was effectively out of operation for over three years, only recently re-opening to permanent and transient vessels. The entire southern basin of the Marina has been dredged and reconfigured, with approximately 1,500' of internal side-tie dockage. The southern attenuator has been replaced with heavier dock sections and provides approximately 1,600' of side-tie dockage. Utility services (electric, water, fire suppression) have been replaced and upgraded. The northern attenuator (approximately 300' long) will be replaced with structures and services to match the southern attenuator, as well as restore fuel services (construction anticipated to be completed within six months). In addition to the Marina's docking capabilities, other amenities include a small check-in structure (which includes a small ship store), a mooring field (currently being rehabilitated) and associated dinghy docks, and a boater's facility (lounge, restrooms, showers, and laundry).

The City currently has an operating agreement with Westrec Marinas (copy attached) to manage marina operations. Although the relationship between the City and Westrec remains viable, it has been several years since the agreement has been reviewed, and with the recent renovations, the City Commission believes it is an appropriate time to examine and clarify financial and operational components of the Marina.

The City is seeking proposals from interested parties to ***lease*** Marina facilities or ***manage*** Marina operations, including dockage (transient and long-term), mooring field, fueling, and the boater's facility. Management of operations would include, but not necessarily be limited to, the following:

- A. Operate, supervise, manage, and maintain the Marina daily.
- B. Hire, train and supervise marina staff. These individuals will be employees of the contractor.

**CITY OF FERNANDINA BEACH
REQUEST FOR PROPOSAL 2020-02
MANAGING AND/OR LEASING MARINA FACILITIES**

- C. Implement a dress code and provide on-site personnel with uniforms and name tags to be worn at all times while on duty.
- D. Maintain experienced staff and management for marina operations.
- E. Solicit, negotiate, prepare, administer and manage licenses, occupancy agreements, marketing agreements and service contracts (including, without limitation, engineering, telephone, security, and exterminator services), staffing and personnel needs, and other services which are reasonably necessary for the Marina's facilities.
- F. Collect and manage all payments for services and related deposits.
- G. Administer slip assignments.
- H. Administer evictions and remove abandoned vessels.
- I. Account for and report on Marina financial operations. Ensure that an appropriate dockage reservation system and accounting system is in place and that it has capabilities to export results of operations in a format compatible with the City's financial management system.
- J. Prepare and implement annual Health and Safety Plan and Facility Maintenance Plan.
- K. Implement the Marina's hurricane plan.
- L. Administer a customer service program for the Marina.
- M. Prepare and implement advertising, promotional activities, and marketing plans.
- N. Design, maintain and update City Marina web page to incorporate the use of a variety of popular social media links (all information shall be property of the City).
- O. Purchase, in accordance with the approved operating budget, all equipment, tools, appliances, materials, and supplies reasonably necessary or desirable for the care, maintenance and operation of the Marina.
- P. Operate a full-service marina facility in a manner to maximize occupancy and revenues for the Marina.
- Q. Provide a wide array of services and improve the level and variety of services available for the benefit and enjoyment of the Marina occupants and the boating community.
- R. Protect the City's capital investment in the Marina facilities through the exercise of high standards of management, operation, and maintenance.
- S. Act as the sole and exclusive managing agent of the City to manage, operate and maintain the Marina facilities.
- T. Establish and adjust fees, prices, rates and rate schedules for use of the Marina facilities and all licenses, agreements or contracts and any other commitments for the Marina's facilities.
- U. Use diligent efforts to cause all users of the Marina's facilities to adhere to posted Marina rules; strictly enforce such rules; and, comply with such rules.
- V. Ensure that the conditions specified in the grants used to fund the Marina's construction are adhered to without exception.
- W. Work in cooperation with City staff to ensure the Marina's smooth operations.
- X. Work specifically with the City Finance Department, as required, to develop and manage financial operations and financial reporting.
- Y. Implement the Marina's approved budget.
- Z. Schedule, coordinate, facilitate, attend and serve as City representative for all meetings of the City's Marina Advisory Board.

Lease and management proposals should include the proposed revenues or costs to the City for such services. Management proposals should also address the experience and capabilities to perform the above tasks. The City recognizes that specific components of a lease or management agreement will require additional negotiation with the selected Submitter.

**CITY OF FERNANDINA BEACH
REQUEST FOR PROPOSAL 2020-02
MANAGING AND/OR LEASING MARINA FACILITIES**

CONTENT OF SUBMITTALS

Submittals should include the following:

- A narrative introductory cover letter (not to exceed two pages).
- Three examples of previous work similar in nature to this project, including appropriate contact information (not to exceed one page per example).
- Professional backgrounds of personnel to be involved with this project, including the identification of the lead project manager (not to exceed three pages).
- Any other information that may be of interest to the City or relevant to the submittal (including aforementioned operational elements A-Z).
- City Exhibits A-H.

EVALUATION PROCESS

Submittals shall be reviewed and evaluated by an Evaluation Committee (members appointed by the City Manager) as follows:

CRITERIA

Technical capabilities	30 points
Previous experience	30 points
Financial component	40 points

Following an Evaluation Committee review and recommendation, the City's Marina Advisory Board will review and provide a recommendation to the City Commission for consideration and approval to begin further discussions with the selected Submitter. A final agreement will require City Commission approval.

AWARD

Award recommendation by the Evaluation Committee will be based upon the most responsive and responsible submittal. The City reserves the right, based upon its deliberations and in its opinion, to accept or reject any or all submittals. The City also reserves the right to waive minor irregularities or variations to the specifications and in the qualifying process.

Successful submitter is required to have a Business License in the city where its home office is located. If Submitter's business office is in the City of Fernandina Beach, FL, a business tax license is required.

PROPOSAL PACKAGE

Proposal documents and specifications can be downloaded online at www.fbfl.us/bids. Any questions regarding the proposal package can be directed in writing to Wanda Weaks, Purchasing Agent, at wweeks@fbfl.org.

**CITY OF FERNANDINA BEACH
REQUEST FOR PROPOSAL 2020-02
MANAGING AND/OR LEASING MARINA FACILITIES**

GENERAL CONDITIONS OF REQUEST FOR PROPOSAL

- 1. PREPARATION OF PROPOSAL** – REQUEST FOR PROPOSAL shall be prepared in accordance with the following:
 - a. The enclosed Contact Sheet/Proposal Form attached hereto as “Exhibit A”, shall be used when submitting your REQUEST FOR PROPOSAL.
 - b. All information required by the Contact Sheet/Proposal Form shall be furnished. The Proposer shall print or type his/her name and manually sign the Form and any continuation sheet on which an entry is made.
 - c. Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
 - d. Alternate Proposals will not be considered unless authorized by the Request for Proposal.
 - e. Proposers will **not** include federal taxes nor State of Florida sales, excise, and use taxes in prices, as the City is exempt from payment of such taxes. An exemption certificate will be signed where applicable upon request.
 - f. Proposers shall make all investigations necessary to thoroughly inform themselves about any and all conditions related to the performance of the contract. Plea of ignorance by the Proposer of conditions that exists or may hereafter exist as a result of failure or omission on the part of the Proposer to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements provided for in the Purchasing Policy, Purchasing Ordinance and/or State and Federal Statutes. The City’s Purchasing Ordinance is set forth in Chapter 2-420, *et seq.*
 - g. Prices quoted must be FOB City of Fernandina Beach, Florida with all transportation charges prepaid unless otherwise specified in the Request for Proposal.
 - h. Deliveries are to be FOB Destination unless otherwise specified in the Request for Proposal.
 - i. Deliveries are to be made during regular business hours.
 - j. Proposals and Proposal prices shall be valid for a minimum of ninety (90) days, unless otherwise stated on the REQUEST FOR PROPOSAL.
- 2. SUBMISSION OF PROPOSAL**
 - a. Proposals and changes thereto shall be enclosed in sealed envelopes and addressed as instructed on the Proposal Form. The name and address of the Proposer, the date and hour of the Request for Proposal submittal opening, and the material or service shall be placed on the outside of the envelope.
 - b. REQUEST FOR PROPOSAL must be submitted on the forms furnished. Electronic Proposals will not be considered.

**CITY OF FERNANDINA BEACH
REQUEST FOR PROPOSAL 2020-02
MANAGING AND/OR LEASING MARINA FACILITIES**

3. REJECTION OF PROPOSAL

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

4. WITHDRAWAL OF PROPOSAL

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

5. LATE PROPOSAL

- a. REQUEST FOR PROPOSAL and modifications received after the time set for the opening will not be considered.
- b. Modifications in writing received prior to the time set for the opening will be accepted.

6. LOCAL, STATE, AND FEDERAL COMPLIANCE

- a. Proposers shall comply with all local, state, and federal directives, orders and laws as applicable to the REQUEST FOR PROPOSAL and subsequent contract(s) in accordance with the requirements as stated in CFR 200.321, including but not limited to Equal Employment Opportunity (EEO), Minority Business Enterprise (MBE), and Occupational Safety and Health Administration (OSHA) as applicable to this contract.
- b. A "Public Entity Crimes Statement", in accordance with Florida Statutes, Section 287.133 (3) (a), on Public Entity Crimes, attached hereto as "Exhibit B", must be received at the time of the proposal.
- c. A "Drug Free Workplace Certification" attached hereto as "Exhibit C", must be received at the time of the proposal.
- d. The City of Fernandina Beach requires that the Proposer selected will not discriminate under the contract against any person, in accordance with federal, state and local government regulations.
- e. An "E-Verify Statement" attached hereto as "Exhibit D" must be received at the time of the proposal.

7. AWARD OF REQUEST FOR PROPOSAL

- a. The REQUEST FOR PROPOSAL will be awarded to the most responsive and responsible proposer offering the best value to the City of Fernandina Beach.
- b. The City reserves the right to accept and award item by item, and/or by group, or in the aggregate.
- c. A written award of acceptance (Purchase Order), mailed or otherwise furnished to the successful Proposer shall result in a binding contract without further action by either party.

**CITY OF FERNANDINA BEACH
REQUEST FOR PROPOSAL 2020-02
MANAGING AND/OR LEASING MARINA FACILITIES**

- d. Unless otherwise noted in the specifications, the length of the agreement shall be one year, with two, one-year renewals possible based on the mutual consent of the parties.
- e. Upon award, for construction projects, the Contractor will be required to complete/execute the City's Contract and General Conditions for Construction Services. An example of the contract can be found on the City's website at www.fbfl.us/bids, Bids and Purchasing web page.
- f. Agreement may be cancelled with 60 days notice unless otherwise stated in signed contract documents.

8. NOT RESPONSIBLE FOR COSTS

- a. The City shall not be responsible for any cost incurred by a prospective Proposer in responding to this REQUEST FOR PROPOSAL.

9. BONDS

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

PROPOSAL BOND:

- a. If the Base Proposal or the Base Proposal plus the sum of any alternates fall into the criteria above requiring a Proposal Bond, the Proposer shall enclose a Certified Check or Proposal Bond with each Proposal. A Certified Check or Proposal Bond shall be for an amount not less than five percent (5%) of the Proposal price and shall be made payable to the CITY OF FERNANDINA BEACH as a guarantee that the Proposer will not withdraw its proposal for a period of ninety (90) calendar days after Proposal closing time. Proposal Bonds or Certified Checks will be returned to unsuccessful Proposal within 10 days of proposal award. Successful proposers will receive their Certified Check or Proposal Bond after the contract/agreement has been signed and a Performance and Payment Bond is received.

PERFORMANCE AND PAYMENT BONDS:

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

**CITY OF FERNANDINA BEACH
REQUEST FOR PROPOSAL 2020-02
MANAGING AND/OR LEASING MARINA FACILITIES**

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

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

10. PUBLIC INFORMATION

- a. All information contained in this Proposal is public information, and as such will be handled in accordance with chapter 119, Florida Statutes.

11. ADDITIONAL INFORMATION

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

12. QUESTIONS

- a. Any questions about the REQUEST FOR PROPOSAL should be communicated per instructions in the REQUEST FOR PROPOSAL.

13. INDEMNIFICATION AND INSURANCE

INDEMNIFICATION

The parties recognize that CONTRACTOR/VENDOR is an independent Contractor. CONTRACTOR/VENDOR agrees to assume liability for and indemnify, hold harmless, and defend the CITY, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, arising directly or indirectly out of or in connection with any negligent and/or deliberate act or omission of CONTRACTOR/VENDOR, its officers, employees, agents, and representatives. CONTRACTOR/VENDOR's liability hereunder shall include all attorney's 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

**CITY OF FERNANDINA BEACH
REQUEST FOR PROPOSAL 2020-02
MANAGING AND/OR LEASING MARINA FACILITIES**

contained in the foregoing indemnification shall be construed to be a waiver of any immunity or limitation of liability the CITY may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

INSURANCE

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

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

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

**CITY OF FERNANDINA BEACH
REQUEST FOR PROPOSAL 2020-02
MANAGING AND/OR LEASING MARINA FACILITIES**

documents is not to be construed as a waiver of the requirements to provide such insurance.

- C. Commercial Automobile Liability Insurance covering the use of all Owned, Non-Owned, and Hired Vehicles with combined Bodily Injury and Property Damage Limit of at least One Million (\$1,000,000.00) Dollars.
- D. Umbrella I Excess Liability Insurance with a limit of no less than One Million (\$1,000,000) Dollars minimum per occurrence.
- E. During the term of this agreement, (if applicable) the Contractor/Vendor will carry Professional Liability Insurance which will cover liability for any damage or non-performance on account of any error, omission, or other provable negligence caused by the Contractor/Vendor. The amount of insurance shall not be less than \$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 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.

**CITY OF FERNANDINA BEACH
REQUEST FOR PROPOSAL 2020-02
MANAGING AND/OR LEASING MARINA FACILITIES**

- 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/Proposal Form whether they accept credit card payments and provide their Accounting Department contact name, phone number and email address.**

15. PROPOSAL PROTESTS

Proposal protest conditions and procedures are in accordance with City Ordinances – Part 2, Chapter 2, Article VII, Division 2, Section 2-444.

16. FEDERAL GRANT MONEY

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

**CITY OF FERNANDINA BEACH
REQUEST FOR PROPOSAL 2020-02
MANAGING AND/OR LEASING MARINA FACILITIES**

17. LOBBYING

- a. 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
REQUEST FOR PROPOSAL 2020-02
MANAGING AND/OR LEASING MARINA FACILITIES**

EXHIBITS

EXHIBIT “A”	Contact Sheet
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
REQUEST FOR PROPOSAL 2020-02
MANAGING AND/OR LEASING MARINA FACILITIES**

**EXHIBIT “A”
CONTACT SHEET**

Name: _____

Federal Taxpayer ID: _____

Mailing Address: _____

City, State, & Zip Code: _____

Telephone: _____ **Fax:** _____

Email: _____

Submitted By: _____

Title: _____

FIRM Accepts Credit Cards*: Yes No

Accounting Contact:

Name: _____ **Title:** _____

Email Address: _____ **Phone:** _____

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

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

**CITY OF FERNANDINA BEACH
REQUEST FOR PROPOSAL 2020-02
MANAGING AND/OR LEASING MARINA FACILITIES**

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.

**CITY OF FERNANDINA BEACH
REQUEST FOR PROPOSAL 2020-02
MANAGING AND/OR LEASING MARINA FACILITIES**

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

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

Signature

Date:

STATE OF FLORIDA
COUNTY OF _____

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

Notary Public

My Commission expires: _____

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

**CITY OF FERNANDINA BEACH
REQUEST FOR PROPOSAL 2020-02
MANAGING AND/OR LEASING MARINA FACILITIES**

EXHIBIT “C”

DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

COMPANY: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ PHONE: _____

NAME (TYPED OR PRINTED): _____ TITLE: _____

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

**CITY OF FERNANDINA BEACH
REQUEST FOR PROPOSAL 2020-02
MANAGING AND/OR LEASING MARINA FACILITIES**

EXHIBIT “D”

CITY OF FERNANDINA BEACH, FLORIDA



E-VERIFY STATEMENT

Bid/Proposal Number: _____

Project Description: _____

I/FIRM acknowledges and agrees to the following:

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

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

Individual/Company/Firm: _____

Authorized Signature: _____

Title: _____

Date: _____

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

**CITY OF FERNANDINA BEACH
REQUEST FOR PROPOSAL 2020-02
MANAGING AND/OR LEASING MARINA FACILITIES**

EXHIBIT “E”

PROPOSER ACKNOWLEDGEMENTS AND AGREEMENTS

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

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

Name: _____ Title: _____

Signature: _____ Date: _____

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

**CITY OF FERNANDINA BEACH
REQUEST FOR PROPOSAL 2020-02
MANAGING AND/OR LEASING MARINA FACILITIES**

EXHIBIT “F”

CONFLICT OF INTEREST STATEMENT

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

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

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

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

Signature

Date:

STATE OF FLORIDA

COUNTY OF _____

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

Notary Signature

My Commission expires: _____

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

**CITY OF FERNANDINA BEACH
REQUEST FOR PROPOSAL 2020-02
MANAGING AND/OR LEASING MARINA FACILITIES**

EXHIBIT “G”

NON-COLLUSION AFFIDAVIT

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

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

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

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

Signature

Date:

STATE OF FLORIDA
COUNTY OF _____

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

Notary Signature

My Commission expires: _____

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

**CITY OF FERNANDINA BEACH
REQUEST FOR PROPOSAL 2020-02
MANAGING AND/OR LEASING MARINA FACILITIES**

EXHIBIT “H”

DISPUTES DISCLOSURE FORM

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

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

YES___ NO___

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

YES_____NO_____

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

YES_____NO_____

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

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

Firm

Date

Authorized Signature

Printed or Typed Name and Title

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 1
For
RFP 2020-02 MARINA MANAGEMENT-LEASING

City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034

ADDENDUM No. 1

The following changes are applicable to the original RFP documents and specifications of **RFP 2020-02**. This Addendum No.1 now becomes part of the original Request for Proposal and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting the proposal. Failure to do so may disqualify the submittal.

Submitters shall thoroughly familiarize themselves with the contents of this Addendum before submitting the proposal.

NAME: _____ **TITLE:** _____

ADDRESS: _____

CITY: _____ **STATE:** _____

AUTHORIZED SIGNATURE: _____ **DATE:** _____

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 1
For
RFP 2020-02 MARINA MANAGEMENT-LEASING

1. The RFP opening will be extended until April 30, 2020 at 2:00pm.
2. The budge for this can be found at <https://www.fbfl.us/417/Budget>.
3. Current contract attached.

RESOLUTION 2014-141

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA ACCEPTING AND APPROVING A MANAGEMENT AGREEMENT AND A LEASE AGREEMENT WITH WESTREC MARINA MANGEMENT, INC.; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on September 21, 2009, the City Commission selected Westrec Marina Management, Inc.'s ("Westrec") proposal to manage the City's Marina and authorized negotiations of an agreement; and

WHEREAS, the City Commission approved a 5-year Marina Management Agreement and 5-year Lease Agreement for the dockhouse on December 15, 2009; and

WHEREAS, the 2009 Management Agreement and Lease Agreement will expire in December 2014; and

WHEREAS, the City Commission wishes to enter into a new Marina Management Agreement and Lease Agreement with Westrec, and both can be terminated by the City or Westrec without cause by giving 90 days' notice; and

WHEREAS, the management fees including the variable fees are included in the FY 2014/215 budget in the Marina Contractual account, 480-7500-575.3400.

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

SECTION 1. The City Commission hereby accepts and approves the Marina Management Agreement, attached hereto as Exhibit "A", and the Lease Agreement, attached hereto as Exhibit "B", with Westrec Marina Management, Inc. to manage the Marina and lease the dockhouse building located at 1 North Front Street.

SECTION 2. The City Manager and City Clerk are authorized to execute both agreements on behalf of the City upon approval of the City Attorney.

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

ADOPTED this 7th day of October, 2014.

ATTEST:


Caroline Best
City Clerk

CITY OF FERNANDINA BEACH


Edward E. Boner
Commissioner-Mayor

APPROVED AS TO FORM AND LEGALITY:


Tammi E. Bach
City Attorney



SOUTHERN REGIONAL OFFICE
801 North East Third Street, Dania Beach, Florida 33004
Phone 954-926-0300 ext. 4 Fax 954-922-5485
Email westrecsrmtv@prodigy.net

15 April 2014

Mr. Joe Gerrity, City Manager
The City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034

RE: The Fernandina Harbor Marina

Dear Joe,

It was nice meeting with you last month regarding the Fernandina Harbor Marina and the renewal of Westrec Marinas' contract to manage the property on behalf of the City. You expressed the City's desire to reduce expenses, and we discussed possibly cutting full-time marina positions and replacing them with part-time staff. I am concerned how this might affect the quality of service we provide and Westrec's reputation for personalized service that we have established at the Marina since our management contract began. As a result of our discussion, I have given considerable thought to how we could reduce the expenses of the Marina without compromising customer service or impacting its operations. Therefore, I would like to propose the following changes (with the City Commission's approval) to go into effect upon renewal of our management agreement this Fall.

- 1) We will reduce the full time staff by only one person, changing one of the fuel dock clerk / dockhand positions to part-time seasonal employment for 8 months out of the year, with the position eliminated during the 4 winter months. By instituting this, the annual savings would be \$8,800.00.
- 2) Rather than cutting a second full time person to part-time seasonal in the same fashion as described above, and risk the quality of service that we are able to deliver to marina customers and the reputation we have built up there, we would instead reduce our annual management fee by \$8,800.00 (the value of making that change).
- 3) During the 4 winter months, (November through February) we would close at 6:00 pm instead of 8:00 pm corresponding with Daylight Savings Time. This would save an additional \$6,160.00.

Under this scenario, the City would retain Westrec's professional marina management services which include considerable promotion of the Fernandina Harbor Marina through our regional advertising and marketing program and all accounting and payroll operations for the marina, at a savings of \$23,760.00. (\$8,800.00 + \$8,800.00 + \$6,160.00). Westrec would like to renew our management agreement for a term of three years with two (one-year) options, the same time period as was our initial contract. I strongly believe that renewing Westrec's management contract for the operation of the Fernandina Harbor Marina provides far more than just numbers to the bottom line. Our company's experience and excellence in operations is widely known. If you have any questions regarding these proposed changes or anything with regard to our operations, please do not hesitate to contact me directly.

Best Regards,

Gary Groenewold
Vice President, Southern Area

GG/mtv

cc: Bill Anderson, Jeff Ellis, John Louis

LEASE

THIS LEASE (the "**Lease**") made this 7th day of October, 2014, between **the City of Fernandina Beach, Florida**, whose principal address is **204** Ash Street, Fernandina Beach, Florida 32034 (hereinafter referred to as "**Landlord**"), and **Westrec Marina Management, Inc.** a California corporation whose principal address is 16633 Ventura Boulevard, 6th Floor, Encino California 91436 (hereinafter referred to as "**Tenant**").

1. **DEMISED PREMISES.** In consideration of the rents, covenants and Leases hereinafter reserved and contained on the part of the Tenant to be observed and performed, the Landlord demises and leases to the Tenant, and the Tenant rents from the Landlord those certain premises, known as the Dock House Retail, now erected and located at One North Front Street, Fernandina Beach, FL 32034, Fernandina Beach, Nassau County, State of Florida, which premises consists of a floor area of approximately six hundred (600) square feet and outdoor space contiguous to the present building. The premises shall be referred to herein as the "**Demised Premises**". The land upon which the Demised Premises are located is referred to herein as the "**Land**". This Lease and the rights of the parties set forth herein shall create the relationship of "landlord" and tenant" only between Landlord and Tenant. The exact legal description is set forth on **Exhibit "A"**.

2. **TERM.** The term of this Lease shall continue ~~be~~, until either party gives the other party at least ninety (90) days written notice of termination.

3. **RENT.**

A. **Base Rent.** For each month under the term of this Lease, Tenant agrees to pay Landlord a Monthly Base Rent for the Demised Premises. The Monthly Base Rent shall be the greater of twenty five hundred dollars (\$2,500) or 25% of the Monthly Gross Retail Sales. Said Base Rent shall be paid in arrears not later than the 10th day of each and every calendar month during said term. In addition to said Base Rent, Tenant agrees to pay the amount of the rental adjustments as and when hereinafter provided in this Lease. Said rental (including Base Rent, Additional Rent and all other sums payable to Landlord under this Lease) shall be paid to Landlord, without deduction or offset, in lawful money of the United States of America, which shall be legal tender at the time of payment, at the office of Landlord or to such other person or at such other place as Landlord may from time to time designate in writing.

4. **ADDITIONAL RENT. Taxes.** Tenant hereby agrees to pay any and all real property taxes and personal property taxes, sales taxes, charges and assessments which are levied,

assessed upon or imposed by any governmental authority or political subdivision thereof during any calendar year of the term hereof with respect to the Land and all buildings, including the Demised Premises, located thereon.

5. **USE OF DEMISED PREMISES.** Tenant's Business. The Demised Premises shall be used and occupied by Tenant for general retail purposes, including the sale of marina related retail items.

6. **OPTION TO RENEW.** Tenant may elect to extend the term of this Lease, with approval by the Fernandina Beach City Commission, in its sole discretion, which shall not be unreasonably withheld, upon the same covenants and conditions as herein provided. If Tenant shall elect to extend the term of this Lease, it shall do so by giving Landlord written notice at least one hundred eighty (180) days prior to the expiration of the primary term or of the then current extension.

7. **UTILITIES.** Tenant shall be solely responsible for, and shall promptly pay, all charges for use or consumption for water, sewer, telephone, sanitation, heat, gas, electricity or any other utility services.

8. **MAINTENANCE AND REPAIRS.** Tenant Responsibility. Tenant shall at Tenant's sole cost and expense keep and maintain the Demised Premises in good condition and repair; except damage thereto from causes beyond the reasonable control of Tenant. All damage or injury to the Demised Premises caused by the act or negligence of Tenant, its employees, agents or visitors, shall be repaired by Tenant at Tenant's sole cost and expense. Tenant shall upon the expiration or sooner termination of the term hereof surrender the Demised premises to Landlord in the same condition as they existed on the Commencement Date, ordinary wear and tear and damage from causes beyond the reasonable control of Tenant excepted. Landlord shall have no obligation to alter, remodel, improve, decorate, or paint the Demised Premises or any part thereof, and the parties hereto affirm that Landlord has made no representations to Tenant respecting the condition of the Demised Premises, except as specifically herein set forth. Tenant accepts the Demised Property in its "as is" condition.

9. **INDEMNIFICATION.** Tenant agrees to assume liability for and indemnify, hold harmless, and defend the Landlord, 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 Tenant, its officers, employees, agents, and representatives. Tenant's liability hereunder shall include all attorney's fees and costs incurred by the Landlord in the enforcement of this indemnification provision. This includes claims made by the employees of Tenant against the Landlord and Tenant 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 Lease and shall not be limited by the amount of any insurance required to be obtained or maintained under this Lease. Nothing contained in the foregoing indemnification shall be construed to be a waiver of any immunity or limitation of

liability the Landlord may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

10. **MECHANIC'S LIENS.** Tenant shall have no authority to subject the Demised Premises or the Land, or any part thereof or any interest of Landlord therein, to any mechanic's or other lien. Should any mechanic's or other liens be filed against the Demised Premises or the Land or any part thereof or any interest of Landlord therein, by reason of Tenant's acts or omissions or because of a claim against Tenant, Tenant shall cause the same to be canceled and discharged of record by bond or otherwise within ten (10) days after notice by Landlord.

11. **INSURANCE.**

A. Tenant Insurance/Property Damage. At all times during the term hereof, Tenant shall maintain in effect policies of property damage insurance covering: (i) all leasehold improvements (including any alterations, additions or improvements as may be made by Tenant pursuant to provisions of Paragraph 14 hereof) and in which Tenant may have an insurable interest; and (ii) trade fixtures, merchandise and other personal property from time to time in, on or upon the Demised Premises, in an amount not less than one hundred percent (100%) of their actual replacement cost from time to time during the term of this Lease, providing protection against any peril included within the classification "Fire and Extended Coverage" together with insurance against vandalism and malicious mischief. The proceeds of such insurance shall be used for the repair or replacement of the property so insured. Upon termination of this Lease following a casualty as set forth herein, the proceeds under subsection (i) shall be paid to Landlord and the proceeds under subsection (ii) shall be paid to Tenant.

B. Tenant Liability Insurance. Tenant shall, at all times during the term hereof and at its own cost and expense, procure and continue in force comprehensive general liability insurance for bodily injury and property damage, adequate to protect Landlord against liability for injury to or death of any person, arising in connection with the construction of improvements on the Demised Premises or use, operation or condition of the Demised Premises. Such insurance at all times shall be in an amount of not less than a combined single limit of One Million and 00/100 Dollars (\$1,000,000.00), insuring against any and all liability of the insured with respect to the Demised Premises or arising out of the use or occupancy thereof.

C. Policy Form. All insurance required to be carried by Tenant hereunder shall be issued by responsible insurance companies, qualified to do business in the State of Florida. Each policy shall name Landlord as an additional insured, as their respective interests may appear, and copies of all policies or certificates evidencing the existence and amounts of such insurance shall be delivered to Landlord by Tenant at least ten (10) days prior to Tenant's occupancy of the Demised Premises. No such policy shall be cancelable or materially altered except after ten (10) days prior written notice to Landlord. Tenant shall furnish Landlord with renewals or "binders" of any such policy at least ten (10) days prior to the expiration thereof.

12. **DAMAGE AND RESTORATION.**

A. Tenant's Obligations. In the event the Demised Premises, or any portion thereof, should be damaged or destroyed, Tenant may, at its option reconstruct or restore the Demised Premises after any damage or destruction thereof.

B. Abatement of Rent. During the period commencing with the date of any such damage or destruction which Landlord elects hereunder to repair, reconstruct or restore, and ending with the completion of such repairs, reconstruction or restoration, the Base Rent and Additional Rent shall be proportionately abated in an amount equal to the proportion thereof which the number of square feet of gross floor area in the Demised Premises rendered untenable thereby bears to the total number of square feet of gross floor area in the Demised Premises immediately prior to such damage or destruction. The full amount of said Base Rent and all other charges shall again become payable immediately upon the completion of such work of repair, reconstruction or restoration.

13. **RENOVATION**. Tenant shall have the right to renovate or remodel the current building, subject to approval by Landlord, which shall not be unreasonably withheld. The costs associated with renovation and remodeling shall include the cost of construction, permitting and design, and shall be referred to herein as Renovation Costs. The Renovation Costs shall be subject to City approval.

14. **EMINENT DOMAIN**. If the whole of the Demised Premises shall be taken, or such part thereof, shall be taken as shall substantially interfere with Tenant's use and occupancy of the balance thereof, under power of eminent domain, or sold, transferred, or conveyed in lieu thereof, either Tenant or Landlord may terminate this Lease as of the date of such condemnation or as of the date possession is taken by the condemning authority, whichever date occurs later. No award for any partial or entire taking shall be apportioned, and Tenant hereby assigns to Landlord any award which may be made in such taking or condemnation, together with any and all rights of Tenant now or hereafter arising in or to the same or any part thereof; provided, however, that nothing contained herein shall be deemed to give Landlord any interest in or require Tenant to assign to Landlord any award made to Tenant for the taking of personal property and fixtures belonging to Tenant and removable by Tenant at the expiration of the term hereof, as provided hereunder or for the interruption of, or damage to Tenant's business or for relocation expenses recoverable against the condemning authority. No temporary taking of a part of the Demised Premises, including parking facilities, shall give Tenant any right to terminate this Lease or to any abatement of rent hereunder.

15. **QUIET ENJOYMENT**. Landlord shall not take any action that restricts Tenant's quiet enjoyment of the property, except as provided hereunder. Landlord shall provide adequate access to the property during the term of the Lease including non-exclusive use of existing parking areas. Landlord shall have the right to improve the Demised Premises and surrounding areas, including but not limited to, the parking areas and waterfront property on the Amelia River. Tenant hereby acknowledges and understands that construction activity and/or disruption of Tenant's use and business enterprise on the Demised Premises is likely. No construction activity and/or disruption of Tenant's use and business enterprise on the Demised Premises, including parking facilities, shall give Tenant any right to terminate this Lease or to any abatement of rent hereunder, except as approved by the City Commission.

16. **DEFAULT BY TENANT/REMEDIES.**

A. **Defaults.** The occurrence of any one or more of the following events shall constitute a material default and breach of this Lease by Tenant:

1. The vacating or abandonment of the Demised Premises by Tenant.
2. The failure by Tenant to make any payment of rent or any other payment required to be made by Tenant hereunder, as and when due, where such failure shall continue for a period of ten (10) days after written notice thereof from Landlord to Tenant.
3. The making by Tenant of any general arrangement or assignment for the benefit of creditors, whereby; (a) Tenant becomes a "debtor" as defined in 11 U.S.C. §101 or any successor statute thereto (unless, in the case of a petition filed against Tenant, the same is dismissed within sixty (60) days); (b) the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located at the Demised Premises or of Tenant's interest in this Lease, where possession is not restored to Tenant within thirty (30) days; or (c), the attachment, execution or other judicial seizure of substantially all of Tenant's assets located at the Demised Premises or of Tenant's interest in this Lease, where such seizure is not discharged within thirty (30) days. Provided, however, in the event that any provision of this subparagraph is contrary to any applicable law, such provision shall be of no force or effect.

B. **Remedies.** In the event of any such material default or breach by Tenant, Landlord may at any time thereafter, with or without notice or demand and without limiting Landlord in the exercise of any right or remedy which Landlord may have by reason of such default or breach:

1. Terminate Tenant's right to possession of the Demised Premises by any lawful means, in which case this Lease shall terminate and Tenant shall immediately surrender possession of the Demised Premises to Landlord. In such event Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default including, but not limited to, the cost of recovering possession of the Demised Premises; expenses of re-letting, including necessary renovation and alteration of the Demised Premises, reasonable attorney's fees, and any real estate commission actually paid; the worth at the time of award by the court having jurisdiction thereof of the amount by which the unpaid rent for the balance of the term after the time of such award exceeds the amount of such rental loss for the same period that Tenant proves could be reasonably avoided; that portion of any leasing commission paid by Landlord applicable to the unexpired term of this Lease.
2. Maintain Tenant's right to possession in which case this Lease shall continue in effect whether or not Tenant shall have abandoned the Demised Premises. In such event Landlord shall be entitled to enforce all of Landlord's rights and

remedies under this Lease, including the right to recover the rent as it becomes due hereunder.

3. Pursue any other remedy now or hereafter available to Landlord under the laws or judicial decisions of the state wherein the Demised Premises are located. Unpaid installments of rent and other unpaid monetary obligations of Tenant under the terms of this Lease shall bear interest from the date due at the maximum rate then allowable by law.

17. **DEFAULT BY LANDLORD/REMEDIES/EXCULPATION.** Landlord shall not be in default unless Landlord fails to perform obligations required of Landlord within a reasonable time, but in no event shall Landlord be deemed in default sooner than thirty (30) days after written notice by Tenant to Landlord, specifying wherein Landlord has failed to perform such obligation; provided, however, that if the nature of Landlord's obligation is such that more than such thirty (30) days are required for performance, then Landlord shall not be in default if Landlord commences performance within such thirty (30) day period and, thereafter, diligently prosecutes the same to completion. Anything in this Lease to the contrary notwithstanding, Landlord shall be liable for any damages resulting from its default under the terms of this Lease.

18. **ASSIGNMENT AND SUBLETTING.** Tenant shall be permitted to assign this Lease or sublet its rights, duties, or obligations hereunder with the prior written consent of Landlord, which consent shall not be unreasonably withheld.

19. **END OF TERM.**

A. At the expiration of this Lease, Tenant shall surrender the Demised Premises in the same condition as it was in upon delivery of possession thereto under this Lease, reasonable wear and tear excepted, and shall deliver all keys and combinations to locks, safes and vaults to Landlord. Before surrendering the Demised Premises, Tenant shall remove all its personal property, trade fixtures, inventory, alterations, additions and decorations, and shall repair any damage caused thereby. Tenant's obligations to perform this provision shall survive the end of the term of this Lease. If Tenant fails to remove its property upon the expiration of this Lease, the said property, at Landlord's option, shall be deemed abandoned and shall become the property of Landlord.

B. If the Demised Premises are not surrendered at the end of the term, then Tenant shall indemnify Landlord against loss or liability resulting from delay by Tenant in so surrendering the Demised Premises, including, without limitation, any claims founded on such delay made by any succeeding occupant of the Demised Premises or any part thereof, and Tenant shall be liable to Landlord for any and all legal expenses, costs, and fees incurred by Landlord in obtaining the possession of the Demised Premises.

20. **HOLDING OVER.** Any holding over after the expiration of this term or upon termination, shall be construed to be a tenancy from month to month and shall otherwise be on the terms herein specified so far as applicable.

21. **NO WAIVER.** Failure of Landlord to insist upon the strict performance of any provision or to exercise any option or enforce any rules and regulations shall not be construed as a waiver for the future of any such provision, rule or option. The receipt by Landlord of rent with knowledge of the breach of any provision of this Lease shall not be deemed a waiver of such breach. No provision of this Lease shall be deemed to have been waived unless such waiver be in writing signed by Landlord. No payment by Tenant or receipt by Landlord of a lesser amount than the monthly rent shall be deemed to be other than on account of the earliest rent then unpaid nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy provided in this Lease.

22. **NOTICES.** Any notice, demand, request or other instrument which may be or required to be given under this Lease shall be delivered in person or sent by United States Certified or Registered Mail, postage prepaid, and shall be addressed to either party at the address as hereinabove given. Any notice shall be deemed delivered upon hand deliver or three (3) days after depositing such notice in postal receptacles, return receipt requested. Either party may designate such other address as shall be given by written notice.

23. **RECORDING.** Tenant shall record this Lease.

24. **PARTIAL INVALIDITY.** If any provision of this Lease or application thereof to any person or circumstance shall, to any extent, be invalid, the remainder of this Lease or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby and each provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

25. **PROVISIONS BINDING, ETC.** Except as otherwise expressly provided, all provisions herein shall be binding upon and shall inure to the benefit of the parties, their legal representatives, successors and assigns and any sale by Landlord of the Land or of the Demised Premises shall be subject to this Lease provided the same is not in default at the time of such sale. Each provision to be performed by Tenant shall be construed to be both a covenant and a condition, and if there shall be more than one lessee, they shall all be bound, jointly and severally, by these provisions.

26. **ENTIRE LEASE, ETC.** This Lease and the Exhibits, Riders and/or Addenda if any attached, set forth the entire Lease between the parties. Any prior conversations or writings are merged herein and extinguished. No subsequent amendment to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by the party sought to be charged. Submission of this Lease for examination does not constitute an option for the Demised Premises and becomes effective as a Lease only upon execution and delivery thereof by Landlord to Tenant. It is herewith agreed that this Lease contains no restrictive covenants in favor of Tenant. The captions and numbers appearing herein are inserted only as a matter of convenience and are not intended to define, limit, construe or describe the scope or intent of any paragraph, nor in any way affect this Lease.

27. **NO PARTNERSHIP.** Nothing contained in this Lease shall, or shall be deemed or construed so as to create the relationship of principal-agent, joint venturers, co-adventurers, partners or co-tenants between Landlord and Tenant; it being the express intention of the parties that they are and shall remain independent contractors one as to the other.

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

29. **PUBLIC RECORDS LAW REQUIREMENTS.** Pursuant to Section 119.0701, Florida Statutes, Westrec 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 Westrec 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 Westrec 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 hereto have signed and sealed this Lease as of the day and year first above written.

LANDLORD:

ATTEST:

CITY OF FERNANDINA BEACH

Caroline Best
Caroline Best, City Clerk

Joe Gerrity
Joe Gerrity, City Manager

APPROVED AS TO FORM AND LEGALITY:

Tammi E. Bach
Tammi E. Bach, City Attorney

WITNESS:

TENANT:

**WESTREC MARINA MANAGEMENT,
INC., a California Corporation**

Mary Pastore
Witness Signature

By: William W. Anderson

Name: WILLIAM W. ANDERSON

MARY PASTORE
Print Name of Witness

Title: PRESIDENT

Exhibit A

DOCKHOUSE & FUEL DOCK

A building and adjacent dock area which is utilized for marina operations, including retail sales, fuel dispensers and outdoor display area that is located upon a floating dock located within the City of Fernandina Beach Marina, more particularly described as:

A portion of the floating dock lying west of and immediately adjacent to the west property line of Water Lot 25, City of Fernandina Beach, Nassau County Florida as shown on the Official Plat of said City as lithographed and issued by the Florida Railroad Company in 1857 and enlarged, revised and re-issued by the Florida Town Improvement Company in 1887 and 1901, said portion of floating dock being approximately 50 feet long by 20 feet wide.

Encumbering 1,000 square foot, more or less.

Date: September 18, 2014

Marina Management Agreement

Between Westrec Marina Management, Inc.,

and

City of Fernandina Beach, Florida

Table of Contents

1.	Documents Comprising Contract.....	1
2.	General Contract Terms.....	2
3.	Management.....	5
4.	Authority of Westrec.....	6
5.	Duties of City.....	12
6.	Compensation of Westrec.....	12
7.	Fiscal Non-funding.....	13
8.	Audit.....	13
9.	Public Emergencies.....	13
10.	Sales Tax.....	13
11.	City's Ownership of Improvements.....	13
12.	Hours of Operation.....	13
13.	Termination by the City or Westrec.....	14
14.	Limiting Legislative or Judicial Action.....	14
15.	Nondiscrimination.....	14
16.	Hurricane Preparedness.....	15
17.	Termination of Agreement.....	15
18.	Approvals.....	15
19.	Rights Reserved to the City.....	15
20.	Lien.....	15
21.	Submerged Land Lease.....	15
22.	Compliance with City's Internal Control Processes.....	15
23.	City's Mooring Fields.....	16
24.	Recycled Material.....	16
25.	Infringement of Patent, Trademarks or Copyrights.....	16
26.	Signage.....	17
27.	Condemnation.....	17
28.	Mechanic's Liens.....	17
29.	Indemnity.....	18
30.	Alternative Dispute Resolution.....	18
31.	Current Marina Debt.....	18
32.	Reservations.....	19
33.	Facilities.....	19
34.	Festivals and Special Events.....	19
35.	Collection of Delinquent Accounts.....	19
36.	Use of Trademarks, Service Marks and Related Items.....	20
37.	Public Records Law Requirements.....	23

MARINA MANAGEMENT AGREEMENT

THIS MARINA MANAGEMENT AGREEMENT (the "Agreement") dated October 7, 2014 is between Westrec Marina Management, Inc., a California corporation ("Westrec"), 16633 Ventura Boulevard, 6th Floor, Encino, CA 91436, and City of Fernandina Beach, Florida, a Municipal Corporation, ("City"), 204 Ash Street, Fernandina Beach, FL, 32034:

RECITALS

- A. City owns the Marina located at 1 Front Street, known as Fernandina Harbor Marina (the "Marina").
- B. It is the intention of City that the wet slips at the Marina be rented to third parties for use as temporary boat storage facilities, that the other buildings be leased for communal and retail activity, and that the Marina facilities are put to their intended use.
- C. Westrec is in the business of managing marinas and currently manages similar facilities.
- D. City wants Westrec to manage the Marina and Westrec wants to manage the Marina in accordance with the terms and conditions of this Agreement as hereinafter set forth in the location described as the Marina Operating Area ("MOA") described in Exhibit 3.
- E. City's intent in retaining Westrec is to have a vital, financially successful and self-supporting marina by increasing overall net revenue to pay for all fixed and variable costs including annual debt service.
- F. The City finds that this Agreement serves both a public purpose and a municipal purpose.

AGREEMENT

NOW, THEREFORE, in consideration for the mutual covenants herein contained, Westrec and City agree as follows:

1. Documents Comprising Contract.

The contract shall include this Agreement as well as the following documents which are incorporated herein by reference:

- (a) The City of Fernandina Beach Request for Proposal "RFP" (RFP #2009-103), its Exhibits and Attachments issued on June 3, 2009, and all of its addenda.

(b) Westrec's proposal, including its certificate of insurance as required by the RFP and other required documents.

(c) Exhibits

- (1) Marina (Tax Free) Debt Service schedule
- (2) Marina (Taxable) Debt Service schedule
- (3) Marina Operating Area
- (4) List of Current Marina Employees and Job Descriptions
- (5) Submerged Land Lease

(d) Attachments

- (1) Current leases in Marina Operations Area
 - (a) One Centre Street Restaurant Group
 - (b) Atlantic Seafood
 - (c) Amelia Island Charter Fishing Boat Association (month to month)
 - (d) Amelia Island Cruises
- (2) Florida Inland Navigation District Agreement (FIND)
- (3) Boating Infrastructure Grant Program (BIGP)
- (4) Applicable City policies
 - (a) Purchasing Policies and Procedures
 - (b) Budget Policy
 - (c) City Sign Code
 - (d) Mooring Field Grant
- (5) The City 2014-15 Pro Forma Marina Budget

If there is a conflict between the terms of this Agreement and above-referenced documents then the conflict shall be resolved as follows: the terms of this Agreement shall supersede over other documents, and the terms of the remaining documents shall be given preference in their above-listed order.

2. General Contract Terms.

(a) **Non-exclusive Contract.**

Award of this contract shall impose no obligation on the City to utilize Westrec for all work of the type which may develop during the contract period. This is not an exclusive contract.

(b) **Additional Services and Locations.**

The City reserves the right to request additional services relating to this Agreement from Westrec when approved by the Parties, in accordance with additional services as set forth in the RFP. Westrec shall provide such additional requirements as may become necessary. The City reserves the right to unilaterally add or delete locations or services at its sole option as it may deem necessary or in the best interests of the City. In such case, Westrec will be required to

provide services pursuant to this Agreement in accordance with the terms, conditions and specifications, and as set forth in an amendment approved by the Parties.

(c) Entirety of Agreement.

Parties hereto agree that this Agreement sets forth the entire agreement between the parties and there are no promises or understandings other than those stated herein. None of the provisions, terms or conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except as may be specifically authorized herein or by written instrument executed by the parties hereto. This Agreement and the exhibits and attachments hereto and other documents and agreements specifically referred to herein constitute the entire fully integrated Agreement between the parties with respect to the subject matter hereof and supersede all prior or contemporaneous verbal or written communication or agreements between the parties with respect hereto excepting any past or contemporaneous written or verbal agreements expressly and clearly incorporated by reference within the four corners of this Agreement. This Agreement may only be amended by written documents, properly authorized, executed and delivered by both parties hereto. For the City, appropriate authorization shall be construed to mean formal action by the elected officials of the City, except where specified within this Agreement that the City Manager or his or her designee shall have approval or authority. This Agreement shall be interpreted as a whole unit. This Agreement shall not be construed in favor of one party or the other. All matters involving this Agreement shall be governed by the laws of the State of Florida and the proper venue for any litigation arising hereunder will be a state or federal court located in Florida with venue within Nassau County, Florida.

(d) Headings.

Headings of various paragraphs and sections of this Agreement and its table of contents are for convenience and use of reference only and shall not be construed to define, limit, augment or describe the scope, context or intent of this Agreement or any part or parts of this Agreement.

(e) Severability.

The terms and conditions of this Agreement shall be deemed to be severable; consequently, if any clause, term or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions and notwithstanding such determination, this Agreement shall continue in a full force and effect unless the particular clause, term or condition held to be illegal or void renders the balance of the Agreement to be impossible of performance

(f) No Waiver of Right to Enforce.

The waiver of any breach or any term covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or any subsequent breach of the same or any other term, covenant or condition herein contained. No covenant, term, or condition shall be deemed to have been waived, unless such waiver be in writing. Nor shall there be any accord and satisfaction unless expressed in writing and signed by both the City and Westrec.

(g) **Performance.**

Service shall be performed in a timely manner as specified in the RFP.

The Parties expressly agree that time is of the essence in the performance of this Agreement and the failure to complete the performance within the time specified, or within a reasonable time if no time is specified herein, shall relieve the Parties of any obligation to accept such performance.

(h) **Notices.**

Any notice required or permitted herein is to be given in writing and shall be personally delivered or mailed, first class postage prepaid or delivered by an overnight delivery service to the respective addresses of the parties set forth below their signatures on the signature page hereof, or to such other address as any party may give to the other in writing. Any notice required by this Agreement will be deemed to have been given and received when personally served or one (1) day after delivery to an overnight delivery service or five (5) days after deposit in the first class mail.

To the City: City Manager
City of Fernandina Beach
204 Ash Avenue
Fernandina Beach, Florida 32034
Attn: City Manager

To Westrec: Westrec Marina Management, Inc.
16633 Ventura Boulevard, 6th Floor
Encino, CA 91436

With copy to: Westrec Marinas
801 North East Third Street
Dania Beach, Florida 33004
Attn: Gary Groenewold
Vice President Southern Area

With copy to: Shutts & Bowen LLP
Attention: Stephen K. Tilbrook, Partner
200 East Broward Boulevard
Suite 2100
Fort Lauderdale, FL 33301

(i) **Remedies.**

Each party shall have full remedies available under existing laws, including, but not limited to, the Uniform Commercial Code, mediation, alternative dispute resolution and all state and federal courts of any jurisdiction.

(j) **Assignment, Subcontracting, Corporation Acquisitions and/or Mergers.**

Westrec shall perform this contract. No assignment or subcontract shall be allowed without the prior written consent of the City in the event of a corporate acquisition and/or merger. Westrec shall provide a written notice to the City within the 30 business days of any assignment or subcontract. In the event of an assignment of the contract to a wholly owned subsidiary of Westrec, the City's written consent shall not be unreasonably withheld.

(k) **Miscellaneous.**

If it shall become necessary for either party hereto to engage attorneys to institute legal action for the purpose of enforcing its rights hereunder or for the purpose of defending legal action brought by the other party hereto, the party or parties prevailing in such litigation shall be entitled to receive all costs, expenses and fees (including reasonable attorneys' fees) incurred by it in such litigation (including appeals). This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. No representative of Westrec is authorized to make any representations, warranties or agreements other than as expressly set forth herein. Any consent required by this Agreement to be given by City to Westrec shall be given in writing. Westrec hereby disclaims any implied or express warranties, guarantees or representations of any kind other than as expressly set forth in this Agreement.

3. **Management.**

(a) **Term.**

City hereby engages Westrec to manage the Marina and Westrec hereby agrees to manage the Marina until this Agreement is terminated in accordance with Section 13 below.

(b) **Other Marinas.**

City acknowledges that Westrec is in the business of managing marinas both for its own account and for others. It is hereby expressly agreed that Westrec and its affiliates may continue to engage in such activities, may manage facilities other than those presently managed by it so long as the facilities are not in direct or indirect competition with City. Westrec agrees not to manage or lease any other facility within twenty (20) nautical miles of the City's marina without the express written consent of the City.

(c) **Relationship of Parties.**

In the performance of its duties under this Agreement, Westrec shall occupy the position of an independent contractor with respect to the City. Nothing contained herein shall be construed as making the parties hereto partners, nor, except as expressly otherwise provided for herein, construed as making Westrec an agent or employee of the City.

(d) **Independent Contractor Status and Compliance with the Immigration Reform and Control Act of 1986.**

Westrec is and shall remain an independent contractor and is neither agent, employee, partner nor joint venturer of the City. Westrec acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 located at 8 USC Section 1324 et seq. and regulations relating thereto as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach and shall be grounds for immediate termination of the contract at the discretion of the City.

4. Authority of Westrec.

(a) General Authority.

Westrec hereby agrees to provide the City with Marina Management Services as requested as specifically outlined in the RFP, this Agreement and all subsequent official documents that form the contract documents for this Agreement, subject to budget and City policy restrictions and procedures stated or referenced herein. Westrec shall have the authority to fully and completely supervise and direct the operations of the Marina and matters associated or related to the operation of the Marina, including boat slip rentals, diesel gasoline sales, convenience store sales, and supervision of all leases of space at the Marina referenced in Attachment 1. City shall execute such documents as Westrec, in its reasonable judgment, deems necessary or advisable for Westrec to carry out its management of the Marina. Such authority shall include authority to direct the matters specified below, which are not in limitation of the foregoing.

(b) Renting of the Marina.

Westrec shall use its reasonable discretion to establish the terms and conditions of occupancy of boat slips in the Marina. The City shall set the rates for the boat slip rentals. Westrec is hereby authorized to assist the City's employees in entering into rental agreements with such tenants and to collect rent from such tenants. The form of rental agreement shall be prepared, reviewed, as appropriate by Westrec and recommended to the City for acceptance.

(c) Marketing and Advertising.

Westrec shall establish the policies and procedures which it deems necessary or advisable for directing the marketing activities of personnel engaged by or on behalf of City relating to the Marina subject to authorized budget appropriations and restrictions. Westrec shall cause City to advertise in such media and to the extent Westrec deems necessary and appropriate. All advertising of the Marina, including signs, may be carried under the Westrec name and/or the name of the Marina. All advertising and marketing costs shall be paid directly by the City, subject to the approved marina budget or any subsequent approvals.

(d) **Repair, Maintenance and Improvements.**

Westrec shall make and execute, or supervise and have control over the making and executing of, all decisions concerning the acquisition of furniture, fixtures and supplies for the Marina, and the purchase, lease or other acquisition of the same, on behalf of the City. Westrec shall make and execute, or supervise and have control over the making and executing of, all decisions concerning the routine day-to-day maintenance, repair and landscaping of the Marina, on behalf of the City. In connection with performance of routine day-to-day maintenance, repair and landscaping, Westrec shall negotiate and supervise the installation of minor capital improvements related to the Marina which Westrec, in its reasonable discretion, deems necessary or appropriate; provided, however, that Westrec shall obtain the prior approval of the City for all expenditures in excess of five hundred dollars (\$500.00) for any one item (except monthly or recurring operating charges and/or emergency repairs if in the opinion of Westrec such expenditures are necessary to protect the Marina from damage or to maintain services to the tenants as called for in their leases). Westrec agrees to follow and comply with the City's Purchasing Policies and Procedures. All repair, maintenance and improvement costs shall be paid directly by the City, subject to the approved marina budget or any subsequent approvals.

(e) **Personnel.**

Westrec shall select, hire, discharge and supervise all labor and employees which it deems necessary or advisable for the operation and maintenance of the Marina. Westrec may hire the types and number of Marina Personnel as Westrec, in its reasonable discretion, deems appropriate for operation and management of the Marina, subject to the provisions in subsection (g), Budget. Westrec shall have the authority for the supervision of all employees, for the determination of employee compensation, including any incentives, bonuses and benefits, and for the establishment of policies and procedures relating to employment. Westrec shall pay for all costs of on-site employees (including without limitation payroll taxes, insurance, 401-K plan contributions and all other employee fringe or other benefits), as specified in subsection (g) Budget. The cost of Marina Personnel is the responsibility of the City as set forth in the approved marina budget, and the cost of Marina Personnel will be paid by the City to Westrec as invoiced monthly by Westrec.

Throughout the terms of this Agreement, Westrec shall employ a qualified full-time, on-site manager ("Marina Manager") having experience in the management of a marina of this type who shall be available during normal business hours and be delegated sufficient authority to ensure competent performance and fulfillment of the responsibility of the management agreement and to accept serviceable notices provided for herein. The on site Marina Manager shall be part of the Marina Personnel, and the Marina Budget shall include the costs of the on-site Marina Manager. The cost of Westrec personnel who supervise, or otherwise participate in the management, administration and operation of the Marina, but also do work for Westrec and/or other marinas managed by Westrec, will be covered by the Administration Fee (as defined in Section 6 - Compensation of Westrec) paid by the City to Westrec. These persons include Westrec personnel responsible for: (i) the direct supervision of on-site personnel; (ii) training of on-site and supervisory managers; (iii) the coordination and supervision of routine repairs and maintenance at the Marina; (iv) supervision of the procedures relating to eviction of delinquent

tenants and sale of delinquent tenants' property; (v) overseeing inventory and supplies of the type used by the Marina; (vi) marketing; (vii) administering the payroll for on-site employees, including the administration, withholding and payment of applicable compensation coverage on behalf of and for the account of City; and (viii) accounting and other services relating to the operation and administration of the Marina. City understands and acknowledges that some or all of such persons may be simultaneously engaged by and/or for the account of City and by and/or for other marinas managed by Westrec, some of whom may (i) be affiliates of Westrec and (ii) compete with City. Westrec shall not be separately reimbursed for the time of its executive officers devoted to City's affairs or for the other overhead expenses of Westrec.

Westrec's employees in contact with the public shall perform their duties in an efficient and courteous manner. Westrec shall insure all its personnel are courteous and cooperative and present a neat, clean and professional appearance at all times. Failure of an employee to do so shall be grounds for the City to demand his or her removal from duties on the Marina property. Westrec shall provide the City with the name and telephone number of a management person who will be on call at all times for emergencies or other matters related to the operations under this Agreement. At the conclusion of this Agreement, City agrees to use its best efforts to rehire the employees listed on Exhibit 4, with credit for previous City length of service and seniority.

(f) **Budget.**

Westrec agrees, to the extent reasonable and feasible, to operate the Marina in accordance with the approved budget. Westrec shall annually, beginning with Fiscal Year 2014-2015, develop a proposed budget, in conjunction with the City's budget preparation process, which shall be reviewed and approved by the City Manager and City Commission. The annual budget submittal shall include, but not be limited to, all of the proposed revenue sources and expenditures for the Marina. The proposed revenue projection shall include detailed written justification to support the proposed sources and projections. Westrec in proposing the annual expenditure budget shall include, but not be limited to, the following:

(1) **Personnel Costs.** An organizational chart listing all of the full and part-time positions that Westrec is proposing, their positions with titles, number in each position, proposed pay ranges, and benefit costs for each position.

(2) **Marketing and Promotion Costs.** Westrec shall provide a comprehensive marketing and promotion budget which will list the proposed specific expenditures to support the proposed plan.

(3) **Proposed Capital Improvement and Repair Maintenance Plan.** Westrec shall develop a proposed detailed Capital Improvement and Repair Maintenance Plan that specifically describes each proposed expenditure, activity, justification or need for activity, and the estimated cost.

(4) **City's Overhead Costs.** Westrec shall provide a detailed list and projected cost for each expenditure.

(g) **Agreements.**

Westrec shall have the authority to negotiate and recommend to the City such agreements which Westrec deems necessary or advisable for the furnishing of utilities, services, concessions and supplies, for the maintenance, repair and operation of the Marina and such other agreements which may benefit the Marina or be incidental to the matters for which Westrec is responsible hereunder.

(h) **Other Decisions.**

Westrec shall make all decisions in connection with the day-to-day operations of the Marina.

(i) **Regulations and Permits.**

Westrec will observe, obey and comply with all rules and regulations adopted by the City and all laws, ordinances, and or rules and regulations of other governmental units and agencies having lawful jurisdiction, which may be applicable to the operations under this Agreement. Failure to do so will constitute a breach of this Agreement. Westrec shall procure all required permits, licenses and approvals, on behalf of the City, for the operation and performance under this Agreement. All permit or regulatory fees or costs shall be paid directly by the City, subject to the approved marina budget or any subsequent approvals.

(j) **Management Records and Reports of Disbursements and Collections.**

Westrec shall establish, supervise, direct and maintain the operation of a system of record keeping and bookkeeping with respect to all receipts and disbursements in connection with the management of the Marina. The books, records and accounts shall be maintained at the City's Marina. City acknowledges that any budgets or projections prepared by Westrec for City are only estimates of revenues and expenses, that the initial budgets and projections prepared by Westrec will be based in part on information provided by City, that any projections prepared by Westrec are subject to, and may be affected by, changes in financial, economic, competitive and other conditions and circumstances beyond Westrec's control and that such projections and budgets are not to be construed as a guarantee by Westrec of the actual results to be obtained from operations. City acknowledges that Westrec makes no representations or warranties as to the results to be obtained from operations. City acknowledges that Westrec has no knowledge, and cannot certify the accuracy of any historical information provided to Westrec by City. All receipts and disbursements in connection with Marina operations will be recorded on the City's books using software provided by the City utilizing Westrec personnel. All receipts will be deposited into the City's bank account. Receipts will be accounted for on the City's books by Westrec personnel. All purchases for the Marina which fall under the City's area(s) of responsibility shall be made such that they are in compliance with the City's Purchasing Policy, Procedures and Code. Requests for disbursements will be processed through the City's accounting system and paid with City's funds. Westrec will have access to the City's accounting system to print and analyze financial data for the Marina on an on-going basis.

(k) **Collection.**

Westrec shall analyze and direct the collection and billing of all accounts receivable due

to the City with respect to the Marina and shall be responsible for establishing policies and procedures to minimize the amount of bad debts.

(l) **Legal Actions.**

Westrec shall cause to be instituted, on behalf and in the name of the City, any and all legal actions or proceedings Westrec deems necessary or advisable to collect charges with the advice and consent of the City, rent or other income due to City with respect to the Marina or to oust or dispossess tenants or other persons unlawfully in possession under any lease, license, concession agreement or otherwise, and to collect damages for breach thereof or default thereunder by such tenant, licensee, concessionaire or occupant. The costs of all such legal actions or proceedings shall be borne by City. Westrec shall also assist the City in the defense of any and all actions and proceedings brought by tenants, suppliers, vendors and similar persons relating to the Marina and City shall be responsible for satisfying and paying the costs of defending all such claims to the extent not covered by insurance. Westrec shall provide notice to City of any and all actions or proceedings instituted by, on behalf of, or against the City.

(m) **Insurance.**

The City shall pay for and maintain all necessary insurances including but not limited to property casualty insurance for the MOA, Marina Operators Legal Liability, automobile coverage, theft coverage, and environmental pollution coverage, listing Westrec as an additional named insured. Westrec shall provide workers compensation coverage. The costs incurred by the City and Westrec for insurance coverage applicable to the MOA or marina operations shall be included in the approved marina budget and shall be paid or reimbursed by the City, pursuant to the approved marina budget.

Westrec shall provide to the City a certificate of coverage. Westrec shall maintain workers compensation coverage, throughout the term of this Agreement, and the policy shall prohibit termination, expiration, cancellation, or substantial modification without at least thirty (30) days prior written notice to the City.

As a part of the marina budget planning process for each subsequent Fiscal Year (beginning in FY 2014-2015), all insurance coverage will be re-evaluated and specific coverage may be redistributed between the City and Westrec depending on what is most advantageous to the parties. However, at all times the cost for insurance coverage for the MOA and the marina operations shall remain a part of the marina budget and will ultimately be paid or reimbursed by the City.

(n) **Restrictions.**

Notwithstanding anything to the contrary set forth in this Section 4, Westrec shall not be required to do, or cause to be done, anything for the account of City (i) which may make Westrec liable to third parties; or (ii) which may not be commenced, undertaken or completed because of insufficient funds of City.

(o) **Force Majeure.**

Neither the City nor Westrec is required to perform any term or covenant of this Agreement so long as performance is delayed or prevented by *force majeure*, which includes acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and any other cause not reasonably within the City's or Westrec's control and that the City or Westrec cannot, by exercising due diligence, prevent or overcome in whole or in part.

(p) City Approval

Westrec agrees it will obtain prior approval from the City prior to implementing changes on the following matters:

- (1) Changes from the original approved plans, activities signage and graphics;
- (2) Equipment Westrec plans to install requiring any building or facility modifications;
- (3) Any use of the City's name or City seal;
- (4) Any improvements to be constructed on the Marina property;
- (5) Hours of daily operation;
- (6) Uniforms to be used by the employees; and
- (7) The décor of the Marina and all signs to be installed directed or displayed in or on the Marina property and any changes thereto at anytime during this Agreement.

Further it is understood by Westrec, that should any changes related to the above items be disapproved, either Party may offer alternative solutions.

(q) Shared Expenses.

The parties acknowledge that certain economies may be achieved with respect to certain expenses to be incurred on behalf of City hereunder if materials, supplies, insurance or services are purchased by Westrec in quantity for use not only in connection with the Marina but in connection with other marinas managed by Westrec or its affiliates. Westrec shall have the right, with the advice and consent of the City, to purchase such materials, supplies, insurance or services in its own name and charge City a pro rata share of the cost; provided, however, that the pro rata cost of such purchase to City shall not result in expenses greater than would otherwise be incurred at competitive prices and on terms available in the area where the Marina is located or the service is rendered; and, provided further, Westrec shall provide a copy of the financial records to the City upon request and shall make records available to City at Westrec's corporate headquarters office at all reasonable times after reasonable notice to Westrec so City may review any such expenses incurred.

(r) Reporting Requirements.

Westrec must submit a monthly written report to the City Manager including but not limited to;

- (1) Occupancy (both numbers and dollars), historical comparison;
- (2) Fuel sales (both numbers and dollars), historical comparison;
- (3) Marketing and promotions;
- (4) Non-routine expenses;
- (5) Capital improvements status report;
- (6) Insurance claims;
- (7) Litigation; and
- (8) Safety and environmental incidents.

(s) **Business Continuity Plan.**

Westrec shall provide the City with a copy of its business continuity plan covering the Marina as well as the company head office. Westrec will provide the City with the results of any testing of its business continuity plan.

5. **Duties of City.**

City shall cooperate with Westrec in the performance of its duties under this Agreement and to that end, upon the request of Westrec, City agrees to provide reasonable office space for Westrec employees on the premises of the Marina, to give Westrec access to all files, books and records of City relevant to the Marina, and to execute all documents and instruments as Westrec, in its reasonable judgment, deems necessary or advisable to enable it to carry out its management of the Marina.

6. **Compensation of Westrec.**

Westrec agrees to operate and maintain the Marina and associated property on a negotiated fixed fee and variable fee basis.

(a) **Fixed Fee Component.**

The City shall pay Westrec a Fixed Fee Component of Ninety-Five Thousand Two Hundred Sixty-Eight Dollars and Fifty-Six Cents (\$95,268.56) annually, unless and until the parties negotiate a different amount. Such payment shall be paid in twelve monthly installments on the 15th of each month commencing January 15, 2015.

(b) **Variable Fee Component.**

In addition, the City shall pay Westrec a Variable Fee Component payment equal to one percent (1%) of the Marina Gross Revenues. In no event may the Variable Fee Component payment exceed the Fixed Fee Component. For purposes of this Agreement, "Marina Gross Revenues" means gross revenues of the Marina for Slip rental (including seasonal, transient and commercial rents), fees for the Mooring Field, and Leases in the MOA, excluding the existing casino boat lease, so long as the casino boat does not occupy a slip at the Marina. For the purposes of this calculation, Marina Gross Revenues does not include Gas and Diesel revenues, nor retail revenues for the Dock House Retail Area pursuant to the Lease Agreement for the Dock House Retail Area. The Variable Fee Component payment will be made quarterly in arrears, not later than 30 days following the end of each quarter.

7. **Fiscal Non-funding.**

In the event that sufficient budgeted funds are not available for any new fiscal period, the City shall notify Westrec of such occurrence and the Agreement shall terminate on the last day of the then current fiscal period without expense or penalty to the City.

8. **Audit.**

Westrec shall retain all records relating to this contract for a period of at least three years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, City reserves the right to audit such records pursuant to City policy.

9. **Public Emergencies.**

It is hereby made part of this contract that before, during and after a public emergency, disaster, hurricane, tornado, flood or other acts of God, that City shall require a "first priority" for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation that threatens public health and safety as determined by the City. Westrec agrees to rent, sell, lease all goods and services to the City or governmental entities on a "first priority" basis. The City expects to pay a fair and reasonable price for all products and services rendered or contracted in the event of a disaster, emergency, hurricane, tornado, or other acts of God.

10. **Sales Tax.**

Westrec shall pay the prevailing State of Florida sales and use tax for any amounts payable under this Agreement.

11. **City's Ownership of Improvements.**

Upon the expiration of this Agreement, for any reason, all existing and any future installed fixtures, equipment, improvements and appurtenances attached to or built into the Marina in such a manner as to become part of the freehold whether or not by the expense of Westrec, shall become and remain a part of and be surrendered with the Marina property. Any furniture, furnishings, equipment or other articles of moveable personal property owned by Westrec and located on the Marina property shall be and remain the property of Westrec and may be removed by it at any time during the term of this Agreement so long as Westrec is not in default of any obligations under this Agreement and the same has not become part of the freehold and so long as such do not materially affect Westrec's ability to use such premises and conduct its business as provided herein.

12. **Hours of Operation.**

The Marina property will be required to operate seven (7) days a week during those hours approved by the City. Sufficient staff will be available to provide outstanding service. The City may require change in hours of operation if in the reasonable discretion of the City such a change is desirable for providing the best service to the public.

13. Termination by the City or Westrec.

(a) The Agreement may be terminated by the City or Westrec without cause by giving the other party ninety (90) days prior written notice.

(b) Natural Disaster

In the event that the City's marina is destroyed or significantly damaged by a natural disaster or Act of God, either Party may terminate this Agreement upon providing 30 days written notice as set forth herein.

(c) Tax Exempt Bonds

In the event that the City loses its tax exempt status on the existing municipal improvements due to the terms of this Agreement, either Party may terminate this Agreement upon providing 30 days written notice as set forth herein.

14. Limiting Legislative or Judicial Action.

In the event that any municipal, county, state or federal body of competent jurisdiction passes any law, ordinance or regulation in any way restricting or prohibiting the use of the Marina for purposes of this Agreement, this Agreement may be terminated by Westrec pursuant to the "Termination by Westrec" clause in paragraph 18 above and will be null and void and unenforceable by any party to this Agreement and the City shall have no further liability under this Agreement. In the event that any court or legislative body of competent jurisdiction issues an injunction substantially restricting or prohibiting the use of the Marina for the purposes of this Agreement, which injunction stays in force for more than thirty (30) calendar days, this Agreement will be null and void and unenforceable by any party to this Agreement and the City shall have no further liability under this Agreement. If the City deems the Agreement null and void by function of this paragraph, the City will not be liable to Westrec for damages arising therefrom and the City shall have no further liability under this Agreement.

15. Nondiscrimination.

Westrec does hereby for itself, its personal representatives, successors in interest and assigns as part of the consideration and agreement consideration hereof, covenant and agree that:

(a) No person on the grounds of race, color, religion, national origin, sexual orientation, age, residency within or without the City or handicap shall be excluded from participating in or be denied the benefits of or be otherwise subjected to discrimination in the use of the Marina except for bona fide cause allowed by law.

(b) The construction of any improvements on over such land or in the furnishing of services thereon. No person on the grounds of race, color, religion, national origin, sexual orientation, age, residency within or without the City or handicap shall be excluded from participation in, be denied the benefits of or otherwise be subjected to discrimination, except for bona fide causes allowed by law.

(c) That Westrec shall use the premises in compliance with all other requirements imposed by or pursuant to Title 45, Code of Federal Regulations, Article 80, non discrimination under programs receiving federal assistance through the City of health, education and welfare-effectuation of Title VI of the Civil Rights Act of 1964 and as such regulations may be amended that in the event a breach of any of the above non-discrimination covenants, the City shall have the right to terminate the Agreement and this Agreement shall be null and void. Westrec shall not discriminate against City employees or applicant for employment in the performance of the contract with respect to hiring tenure terms, conditions or privileges of employment because of age, sex, or physical handicap (except where based on a bona fide occupational qualification); or because of marital status, color, religion, national original or ancestry.

16. Hurricane Preparedness.

Westrec shall follow the City's emergency evacuation and hurricane plan.

17. Termination of Agreement.

Following the termination of this Agreement by either party within fifteen (15) calendar days, or earlier if determined by the City, Westrec shall forthwith remove all of its personal property not acquired under the terms of the Agreement. Any personal property of Westrec not removed in accordance with this paragraph may be removed by the City for storage at the cost of Westrec or shall constitute a gratuitous transfer of title thereof to the City for whatever disposition is deemed to be in the best interests of the City. The City shall not be liable to Westrec for safekeeping for Westrec's personal property during or after termination of this Agreement.

18. Approvals.

Except as otherwise provided, whenever approvals are required herein by either party, such approval shall not be unreasonably withheld.

19. Rights Reserved to the City.

All rights not specifically granted to Westrec by this Agreement are reserved to the City, and the designation of any particular remedy for the City without prejudice to any other relief available in law or equity and all such relief is reserved to the City.

20. Lien.

The City shall have a lien upon all personal property of Westrec to secure the payment to the City of any unpaid money accruing to the City under the terms of this Agreement.

21. Submerged Land Lease.

A submerged land lease is attached hereto as Exhibit 5. Westrec agrees to operate the Marina Operating Area (MOA) in such a fashion as to not violate such submerged land lease.

22. Compliance with City's Internal Control Processes.

Westrec agrees to comply with the City's procurement policies and procedures, budget policies and other policies which are attached hereto as Attachment 4.

23. City's Mooring Fields.

The City owns and maintains 20 Helix[®] system moorings located across from the Marina on the west side Atlantic intercoastal waterway as part of the MOA. The City is currently operating this mooring field within the jurisdiction of the City which is coming into compliance with Florida's law. The City will continue to regulate this issue of mooring fields and may revise its ordinances as appropriate. In addition, the City retains the right to expand its mooring fields to additional areas, and will notify Westrec of any action taken in this regard. The City's Mooring Fields are part of the MOA and are subject to the management, operating and insurance provisions as set forth herein.

24. Recycled Material.

Westrec agrees to use recovered materials to the extent practical under the terms of this contract.

The City wishes to encourage Westrec to use recycled materials in fulfilling contractual obligations to the City and that such a policy will serve as a model for other public entities and private sector companies.

When awarding a purchase of \$5,000 or less or recommending a purchase in excess of \$5,000 for products, materials or services, Westrec may allow preference to a responsive bidder who certifies that their product or material contains the greatest percentage of post-consumer materials. If they are bidding on paper products, it may certify that their materials and/or products contain at least the content recommended by the EPA guidelines.

Definitions under this section are as follows:

"Recovered Materials:" Materials that have recycling potential, can be recycled, and have been diverted or removed from the solid waste stream for sale, use or reuse, by separation, collection or processing.

"Recycled Materials:" Materials that contain recovered materials. This term may include internally generated scrap that is commonly used in industrial or manufacturing processes, waste or scrap purchased from another manufacturer and used in the same or a closely related product

"Postconsumer Materials:" Materials which have been used by a business or consumer and have served their intended end use and have been separated or diverted from the solid waste stream for the purpose of recycling such as Newspaper, aluminum, glass containers, plastic containers, office paper, corrugated boxes, pallets or other items which can be used in the remanufacturing process.

25. Infringement of Patent, Trademarks or Copyrights.

Westrec agrees to indemnify the City and hold it harmless from and against all claims, liability, loss, damages or expense including attorney fees, arising from or by reason of any actual or claimed trademark patent or copyright infringement or litigation based thereon with respect to the services or goods or any part thereof covered by this Agreement, and such obligations shall survive the term of this Agreement.

26. **Signage.**

Westrec shall abide by the City's Sign Code attached hereto as Attachment 5.

Any changes to exterior signage must meet applicable codes, ordinances, and HDC and CRA district guidelines.

27. **Condemnation.**

(a) **Total Condemnation.**

If during the term of this Agreement or any extension or renewal of this Agreement, all of the MOA is taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or are sold to the condemning authority under threat of condemnation, this Agreement will terminate, and the payments will be abated during the unexpired portion of this Agreement effective as of the date the condemning authority takes the said Area.

(b) **Partial Condemnation.**

If less than all, but more than ten percent (10%) of the MOA is taken for any public or quasi-public use under any governmental law, ordinance, or regulation or by the right of eminent domain, or is sold to the condemning authority under threat of condemnation, either party may terminate the Agreement by giving written notice to the other party within sixty (60) days. If the said area is partly condemned and neither party elects to terminate this Agreement or if less than ten percent (10%) of the said area is condemned, this Agreement will not terminate, but the payments to be made will be adjusted equitably during the unexpired portion of this Agreement.

(c) **Condemnation Award.**

The City will receive the entire award from any condemnation, and Westrec will have no claim to that award or for the value of any unexpired term of this Agreement.

28. **Mechanic's Liens.**

Westrec will not permit any mechanic's lien or liens to be placed on the MOA or on improvements to it. If a mechanic's lien is filed on the MOA or on improvements on it, Westrec will promptly pay it. If default in payment of the lien continues for ten (10) days after the City's written notice to Westrec, the City may, at its option, pay the lien or any, portion of it without inquiring into its validity. Any amounts the City pays to remove a mechanics lien caused by Westrec to be filed against the MOA or against improvements on the MOA, including expenses and

interest, are due from Westrec to the City and must be repaid to the City immediately upon rendition of notice together with interest of twelve percent (12%) annually until fully paid.

The City's interest in the MOA is not subject to mechanic's liens for improvements made, or contracted for, by Westrec. Westrec must give written notification to all contractors making any improvements on the MOA of the provisions of this Agreement.

29. Indemnity.

(a) Westrec's General Indemnity.

City hereby agrees to indemnify Westrec for claims brought against Westrec only to the extent that they are found to result from the sole negligence of the City, its governing body, or its employees. This indemnification shall not be construed to be an indemnification for the acts, or omissions of third parties, independent contractors, or third party agents of the City. This indemnification shall not be construed as a waiver of the City's sovereign immunity, and shall be interpreted as limited to only such traditional liabilities for which the City could be liable under the common law interpreting the limited waiver of sovereign immunity. Any claims against the City must comply with the procedures found in §768.28, Florida Statutes. In order to comply with the requirements of §129.06, Florida Statutes, and Article VII, Section 10 of the Florida Constitution, the value of this indemnification is limited to the lesser of the amount payable by either party under the substantive provisions of this Agreement, or the limitations of §768.28, Florida Statutes. In addition, this indemnification shall be construed to limit recovery by the indemnified party against the City to only those damages caused by City's sole negligence, and specifically not include any attorneys' fees or costs associated therewith.

(b) Environmental Indemnity.

Westrec is responsible only for the payment of that portion of any cleanup cost for compliance with hazardous materials laws that arise during the term of this Agreement as a result of a discharge of hazardous materials directly attributable to the negligence of a Westrec employee. The City is responsible for all other cleanup costs, including all costs associated with environmental compliance at the Marina, and the City is responsible for insuring that any other responsible party participate in the clean up to the extent of its responsibility for relief. Westrec shall indemnify, defend, and hold harmless the City from and against all claims, liabilities, losses, damages, and costs, foreseen or unforeseen including without limitation counsel, engineering, or any other professional or expert fees, that the City may incur by reason of the negligence of Westrec employees during the term of this Agreement as set forth herein. This section survives the expiration or earlier termination of this Agreement.

30. Alternative Dispute Resolution.

Westrec and the City agree that any controversy or claim arising out of or relating to this Agreement, or breach thereof, shall be first subject to mediation by a mutually agreed upon mediator before any suit is filed.

31. Current Marina Debt.

(1) Both parties recognize that there is existing current marina debt.

a. Current Bonds. The City previously issued tax-exempt debt in the amount of \$6.4 million to finance various improvements to the Marina. The debt service schedules are attached to this Agreement as Exhibit 1.

b. Conversion of Tax Exempt Debt To Taxable Debt for "private activity" Use. The City has outstanding indebtedness relating to marina improvements as set forth in Exhibit 2. Notes were issued in 2005 and 2009 to banks bearing interest at tax-exempt rates because under federal income tax law, the City qualified for the tax exemption as the owner and operator of the Marina.

(2) Westrec agrees to cooperate with the City to maintain this tax exemption, thus avoiding estimated maximum present value of the additional interest cost to the City of \$1,082,745.60. The City shall provide notice to Westrec, and an opportunity to cooperate with the City, as to the measures that may be necessary to protect the tax exempt status of the debt financing.

32. Reservations.

Reservations are currently accepted up to four (4) months in advance. Westrec has provided an operations plan relating to reservations policy, including reservations, software, prepaying requirements and cancellation policies.

Any changes to the reservations policy must be approved by the City Manager.

33. Facilities.

Westrec will maintain the premises in good order and in sanitary and safe condition.

Westrec shall provide one boat slip, as needed, for use by the City for a police boat at all times during the term of this Agreement.

34. Festivals and Special Events.

The City hosts a number of festivals and special events: primarily the Shrimp Festival the first weekend in May, the Kingfish fishing tournament in June, and July 4th fireworks show. Frequently these events draw boaters and fill marina slips. Some festivals and special events might have some impact on the Marina operations and Westrec will cooperate with the City and designated festival committees in planning activities to support the Marina .

35. Collection of Delinquent Accounts.

The City invoices its customers for dockage both in advance and in arrears depending on the nature of the business relationship. Routinely, the City has a list of delinquent accounts ranging from a few hundred dollars to several thousand dollars. The City routinely works with its customers to bring all delinquent accounts current. Westrec shall provide its collection

policies and procedures and how they would be applied to the Marina Operations Area.

36. Use of Trademarks, Service Marks and Related Items

In providing its services under this Agreement, Westrec will use the name, trademark and service mark "WESTREC" and such other trademarks, service marks, logos, commercial symbols, insignia and designs as Westrec shall deem appropriate (collectively, the "Trademarks") and certain operations manuals and software (including operations, emergency procedures, personnel, risk management and accounting software and manuals), formats (including financial reporting and budgeting formats) and forms (including bookkeeping, accounting and lease forms) and software (collectively, the "Proprietary Material"). Westrec hereby grants City the nonexclusive, nontransferable right to have Westrec, for the benefit of City, use the Trademarks and Proprietary Material in connection with the management and operation of the Marina all subject to Westrec's complete control. It is understood and agreed that Westrec shall have the right to use and license others to use the Trademarks and Proprietary Material elsewhere for any purposes whatsoever, including without limitation in the management and operation of other marinas. Immediately upon the expiration or termination of this Agreement, City shall (a) return to Westrec all materials bearing any of the Trademarks and all Proprietary Material without retaining any copies thereof, and (b) cease all use of the Trademarks and Proprietary Material by all means required, including without limitation changing all telephone listings using any of the Trademarks, removing all signs bearing any of the Trademarks, and using its best efforts to have existing tenants at the Marina sign new leases to replace their existing Westrec lease forms. Nothing contained in this Agreement shall give City any right, title or interest in or to any of the Trademarks or Proprietary Material, except the mere privilege and license during the term of this Agreement to have Westrec, for the benefit of City, use the Trademarks and Proprietary Material in connection with the management and operation of the Marina. City acknowledges and agrees that the Trademarks and Proprietary Material are the exclusive property of Westrec and that City now asserts and will hereafter assert no claim to any goodwill, reputation or ownership of any of the Trademarks or Proprietary Material. City shall not do or permit any act or thing to be done in derogation of any of Westrec's rights in any of the Trademarks or Proprietary Material, either during the term of this Agreement or thereafter. City shall not, during or after the term of this Agreement, in any way dispute or impugn the validity of the Trademarks or Proprietary Material, the rights of Westrec therein, or the rights of Westrec or other licensees of Westrec to use the same, both during the term of this Agreement and thereafter. The provisions of this section shall survive the expiration or termination of this Agreement.

37. Florida Public Records Law Requirements

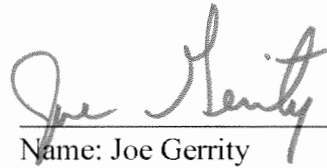
Pursuant to Section 119.0701, Florida Statutes, Westrec shall: (a) keep and maintain all public records as that term is defined in Chapter 119, Florida Statutes ("Public Records"), that ordinarily and necessarily would be required by the City in order to perform the work contemplated by this Agreement; (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 Westrec 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 Westrec 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 hereby have executed this Marina Management Agreement as of the date first-above written.

CITY

By:



Name: Joe Gerrity

Title: City Manager

Attest:



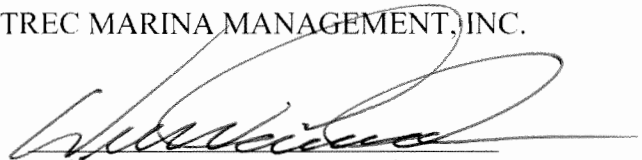
Name: Caroline Best

Title: City Clerk

WESTREC:

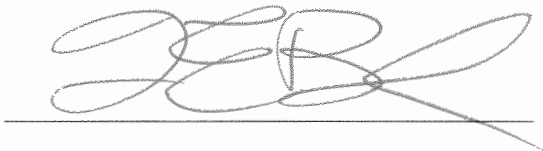
WESTREC MARINA MANAGEMENT, INC.

By:



William W. Anderson, President

APPROVED AS TO FORM AND LEGALITY:



Tammi E. Bach, City Attorney

Draft Date September 22, 2014~~September 17, 2014~~~~August 14, 2014~~

Marina Management Agreement

Between Westrec Marina Management, Inc.,

and

City of Fernandina Beach, Florida

Dated:

Table of Contents

1.	Documents Comprising Contract.	1
2.	General Contract Terms.	2
3.	Management.	5
4.	Authority of Westrec.	6
5.	Duties of City.	12 13
6.	Compensation of Westrec.	12 13
7.	Fiscal Non-funding.	13
8.	Audit.	13
9.	Public Emergencies.	13 14
10.	Sales Tax.	13 14
11.	City's Ownership of Improvements.	13 14
12.	Hours of Operation.	14
13.	Termination by the City or Westrec.	14
14.	Termination by Westree.	16 16
145.	Limiting Legislative or Judicial Action.	16 17
156.	Nondiscrimination.	17
167.	Hurricane Preparedness.	17 18
178.	Termination of Agreement.	17 18
189.	Approvals.	17 18
1920.	Rights Reserved to the City.	18
201.	Lien.	18
212.	Submerged Land Lease.	18
223.	Compliance with City's Internal Control Processes.	18
234.	City's Mooring Fields.	18
245.	Recycled Material.	18 19
256.	Infringement of Patent, Trademarks or Copyrights.	19
267.	Signage.	19
278.	Condemnation.	19 20
289.	Mechanic's Liens.	20
2930.	Indemnity.	20 21
301.	Alternative Dispute Resolution.	21
312.	Current Marina Debt.	21
323.	Reservations.	21 22
334.	Facilities.	21 22
345.	Festivals and Special Events.	22
356.	Collection of Delinquent Accounts.	22
367.	Use of Trademarks, Service Marks and Related Items.	22
37.	Public Records Law Requirements.	23

MARINA MANAGEMENT AGREEMENT

THIS MARINA MANAGEMENT AGREEMENT (the "Agreement") dated _____, 2014~~09~~ is between Westrec Marina Management, Inc., a California corporation ("Westrec"), 16633 Ventura Boulevard, 6th Floor, Encino, CA 91436, and City of Fernandina Beach, Florida, a Municipal Corporation, ("City"), 204 Ash Street, Fernandina Beach, FL, 32034:

RECITALS

- A. City owns the Marina located at 1 Front Street, known as Fernandina Harbor Marina (the "Marina").
- B. It is the intention of City that the wet slips at the Marina be rented to third parties for use as temporary boat storage facilities, that the other buildings be leased for communal and retail activity, and that the Marina facilities are put to their intended use.
- C. Westrec is in the business of managing marinas and currently manages similar facilities.
- D. City wants Westrec to manage the Marina and Westrec wants to manage the Marina in accordance with the terms and conditions of this Agreement as hereinafter set forth in the location described as the Marina Operating Area ("MOA") described in Exhibit 3.
- E. City's intent in retaining Westrec is to have a vital, financially successful and self-supporting marina by increasing overall net revenue to pay for all fixed and variable costs including annual debt service.
- F. The City finds that this Agreement serves both a public purpose and a municipal purpose.

AGREEMENT

NOW, THEREFORE, in consideration for the mutual covenants herein contained, Westrec and City agree as follows:

1. Documents Comprising Contract.

The contract shall include this Agreement as well as the following documents which are incorporated herein by reference:

- (a) The City of Fernandina Beach Request for Proposal "RFP" (RFP #2009-103), its Exhibits and Attachments issued on June 3, 2009, and all of its addenda.
- (b) Westrec's proposal, including its certificate of insurance as required by the RFP and other required documents.
- (c) Exhibits

- (1) Marina (Tax Free) Debt Service schedule
 - (2) Marina (Taxable) Debt Service schedule
 - (3) Marina Operating Area
 - (4) List of Current Marina Employees and Job Descriptions
 - (5) Submerged Land Lease
- (d) Attachments
- (1) Current leases in Marina Operations Area
 - (a) One Centre Street Restaurant Group
 - (b) Atlantic Seafood
 - (c) Amelia Island Charter Fishing Boat Association (month to month)
 - (d) Amelia Island Cruises
 - (2) Florida Inland Navigation District Agreement (FIND)
 - (3) Boating Infrastructure Grant Program (BIGP)
 - (4) Applicable City policies
 - (a) Purchasing Policies and Procedures
 - (b) Budget Policy
 - (c) City Sign Code
 - (d) Mooring Field Grant
 - (5) The City ~~2009-10~~ 2014-15 Pro Forma Marina Budget

If there is a conflict between the terms of this Agreement and above-referenced documents then the conflict shall be resolved as follows: the terms of this Agreement shall supersede over other documents, and the terms of the remaining documents shall be given preference in their above-listed order.

2. **General Contract Terms.**

(a) **Non-exclusive Contract.**

Award of this contract shall impose no obligation on the City to utilize Westrec for all work of the type which may develop during the contract period. This is not an exclusive contract.

(b) **Additional Services and Locations.**

The City reserves the right to request additional services relating to this Agreement from Westrec when approved by the Parties, in accordance with additional services as set forth in the RFP. Westrec shall provide such additional requirements as may become necessary. The City reserves the right to unilaterally add or delete locations or services at its sole option as it may deem necessary or in the best interests of the City. In such case, Westrec will be required to provide services pursuant to this Agreement in accordance with the terms, conditions and specifications, and as set forth in an amendment approved by the Parties.

(c) **Entirety of Agreement.**

Parties hereto agree that this Agreement sets forth the entire agreement between the parties and there are no promises or understandings other than those stated herein. None of the provisions, terms or conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except as may be specifically authorized herein or by written instrument executed by the parties hereto. This Agreement and the exhibits and attachments hereto and other documents and agreements specifically referred to herein constitute the entire fully integrated Agreement between the parties with respect to the subject matter hereof and supersede all prior or contemporaneous verbal or written communication or agreements between the parties with respect hereto excepting any past or contemporaneous written or verbal agreements expressly and clearly incorporated by reference within the four corners of this Agreement. This Agreement may only be amended by written documents, properly authorized, executed and delivered by both parties hereto. For the City, appropriate authorization shall be construed to mean formal action by the elected officials of the City, except where specified within this Agreement that the City Manager or his or her designee shall have approval or authority. This Agreement shall be interpreted as a whole unit. This Agreement shall not be construed in favor of one party or the other. All matters involving this Agreement shall be governed by the laws of the State of Florida and the proper venue for any litigation arising hereunder will be a state or federal court located in Florida with venue within Nassau County, Florida.

(d) **Headings.**

Headings of various paragraphs and sections of this Agreement and its table of contents are for convenience and use of reference only and shall not be construed to define, limit, augment or describe the scope, context or intent of this Agreement or any part or parts of this Agreement.

(e) **Severability.**

The terms and conditions of this Agreement shall be deemed to be severable; consequently, if any clause, term or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions and notwithstanding such determination, this Agreement shall continue in a full force and effect unless the particular clause, term or condition held to be illegal or void renders the balance of the Agreement to be impossible of performance

(f) **No Waiver of Right to Enforce.**

The waiver of any breach or any term covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or any subsequent breach of the same or any other term, covenant or condition herein contained. No covenant, term, or condition shall be deemed to have been waived, unless such waiver be in writing. Nor shall there be any accord and satisfaction unless expressed in writing and signed by both the City and Westrec.

(g) **Performance.**

Service shall be performed in a timely manner as specified in the RFP.

The Parties expressly agree that time is of the essence in the performance of this Agreement and the failure to complete the performance within the time specified, or within a reasonable time if no time is specified herein, shall relieve the Parties of any obligation to accept such performance.

(h) **Notices.**

Any notice required or permitted herein is to be given in writing and shall be personally delivered or mailed, first class postage prepaid or delivered by an overnight delivery service to the respective addresses of the parties set forth below their signatures on the signature page hereof, or to such other address as any party may give to the other in writing. Any notice required by this Agreement will be deemed to have been given and received when personally served or one (1) day after delivery to an overnight delivery service or five (5) days after deposit in the first class mail.

To the City: City Manager
City of Fernandina Beach
204 Ash Avenue
Fernandina Beach, Florida 32034
Attn: City Manager

To Westrec: Westrec Marina Management, Inc.
16633 Ventura Boulevard, 6th Floor
Encino, CA 91436

With copy to: Westrec Marinas
801 North East Third Street
Dania Beach, Florida 33004
Attn: Gary Groenewold
Vice President Southern Area

With copy to: Shutts & Bowen LLP
Attention: Stephen K. Tilbrook, Partner
200 East Broward Boulevard
Suite 2100
Fort Lauderdale, FL 33301

(i) **Remedies.**

Each party shall have full remedies available under existing laws, including, but not limited to, the Uniform Commercial Code, mediation, alternative dispute resolution and all state and federal courts of any jurisdiction.

(j) **Assignment, Subcontracting, Corporation Acquisitions and/or Mergers.**

Westrec shall perform this contract. No assignment or subcontract shall be allowed without the prior written consent of the City in the event of a corporate acquisition and/or merger. Westrec shall provide a written notice to the City within the 30 business days of any assignment or subcontract. In the event of an assignment of the contract to a wholly owned subsidiary of Westrec, the City's written consent shall not be unreasonably withheld.

(k) **Miscellaneous.**

If it shall become necessary for either party hereto to engage attorneys to institute legal action for the purpose of enforcing its rights hereunder or for the purpose of defending legal action brought by the other party hereto, the party or parties prevailing in such litigation shall be entitled to receive all costs, expenses and fees (including reasonable attorneys' fees) incurred by it in such litigation (including appeals). This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. No representative of Westrec is authorized to make any representations, warranties or agreements other than as expressly set forth herein. Any consent required by this Agreement to be given by City to Westrec shall be given in writing. Westrec hereby disclaims any implied or express warranties, guarantees or representations of any kind other than as expressly set forth in this Agreement.

3. **Management.**

(a) **Term.**

City hereby engages Westrec to manage the Marina and Westrec hereby agrees to manage the Marina for a an initial term of three (3) years until this Agreement is terminated in accordance with Section 13 below. ~~This Agreement shall automatically renew for an additional term of one year, with a maximum of two (2) years additional term, on each anniversary date of the Agreement, unless either party gives notice of its desire not to renew at least sixty (60) days in advance of the anniversary date. The term begins on the date of this Agreement as set forth in the first paragraph.~~

(b) **Other Marinas.**

City acknowledges that Westrec is in the business of managing marinas both for its own account and for others. It is hereby expressly agreed that Westrec and its affiliates may continue to engage in such activities, may manage facilities other than those presently managed by it so long as the facilities are not in direct or indirect competition with City. Westrec agrees not to manage or lease any other facility within twenty (20) nautical miles of the City's marina without the express written consent of the City.

(c) **Relationship of Parties.**

In the performance of its duties under this Agreement, Westrec shall occupy the position of an independent contractor with respect to the City. Nothing contained herein shall be construed as making the parties hereto partners, nor, except as expressly otherwise provided for

herein, construed as making Westrec an agent or employee of the City.

(d) **Independent Contractor Status and Compliance with the Immigration Reform and Control Act of 1986.**

Westrec is and shall remain an independent contractor and is neither agent, employee, partner nor joint venturer of the City. Westrec acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 located at 8 USC Section 1324 et seq. and regulations relating thereto as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach and shall be grounds for immediate termination of the contract at the discretion of the City.

4. **Authority of Westrec.**

(a) **General Authority.**

Westrec hereby agrees to provide the City with Marina Management Services as requested as specifically outlined in the RFP, this Agreement and all subsequent official documents that form the contract documents for this Agreement, subject to budget and City policy restrictions and procedures stated or referenced herein. Westrec shall have the authority to fully and completely supervise and direct the operations of the Marina and matters associated or related to the operation of the Marina, including boat slip rentals, diesel gasoline sales, convenience store sales, and supervision of all leases of space at the Marina referenced in Attachment 1. City shall execute such documents as Westrec, in its reasonable judgment, deems necessary or advisable for Westrec to carry out its management of the Marina. Such authority shall include authority to direct the matters specified below, which are not in limitation of the foregoing.

(b) **Renting of the Marina.**

Westrec shall use its reasonable discretion to establish the terms and conditions of occupancy of boat slips in the Marina. The City shall set the rates for the boat slip rentals. Westrec is hereby authorized to assist the City's employees in entering into rental agreements with such tenants and to collect rent from such tenants. The form of rental agreement shall be prepared, reviewed, as appropriate by Westrec and recommended to the City for acceptance.

(c) **Marketing and Advertising.**

Westrec shall establish the policies and procedures which it deems necessary or advisable for directing the marketing activities of personnel engaged by or on behalf of City relating to the Marina subject to authorized budget appropriations and restrictions. Westrec shall cause City to advertise in such media and to the extent Westrec deems necessary and appropriate. All advertising of the Marina, including signs, may be carried under the Westrec name and/or the name of the Marina. All advertising and marketing costs shall be paid directly by the City, subject to the approved marina budget or any subsequent approvals.

(d) **Repair, Maintenance and Improvements.**

Westrec shall make and execute, or supervise and have control over the making and executing of, all decisions concerning the acquisition of furniture, fixtures and supplies for the Marina, and the purchase, lease or other acquisition of the same, on behalf of the City. Westrec shall make and execute, or supervise and have control over the making and executing of, all decisions concerning the routine day-to-day maintenance, repair and landscaping of the Marina, on behalf of the City. In connection with performance of routine day-to-day maintenance, repair and landscaping, Westrec shall negotiate and supervise the installation of minor capital improvements related to the Marina which Westrec, in its reasonable discretion, deems necessary or appropriate; provided, however, that Westrec shall obtain the prior approval of the City for all expenditures in excess of five hundred dollars (\$500.00) for any one item (except monthly or recurring operating charges and/or emergency repairs if in the opinion of Westrec such expenditures are necessary to protect the Marina from damage or to maintain services to the tenants as called for in their leases). Westrec agrees to follow and comply with the City's Purchasing Policies and Procedures. All repair, maintenance and improvement costs shall be paid directly by the City, subject to the approved marina budget or any subsequent approvals.

(e) **Personnel.**

~~Westrec agrees to employ, in some capacity but not necessarily at the same job or pay range, the City's employees who are currently working within the Marina Operations Area for a ninety (90) day trial period. Upon such employment, the staff will be employees of Westrec and no longer employees of the City. A list of the City's employees and their job descriptions are attached hereto as Exhibit 4.~~ Westrec shall select, hire, discharge and supervise all labor and employees which it deems necessary or advisable for the operation and maintenance of the Marina. Westrec may hire the types and number of Marina Personnel as Westrec, in its reasonable discretion, deems appropriate for operation and management of the Marina, subject to the provisions in subsection (g), Budget. Westrec shall have the authority for the supervision of all employees, for the determination of employee compensation, including any incentives, bonuses and benefits, and for the establishment of policies and procedures relating to employment. Westrec shall pay for all costs of on-site employees (including without limitation payroll taxes, insurance, 401-K plan contributions and all other employee fringe or other benefits), as specified in subsection (g) Budget. The cost of Marina Personnel is the responsibility of the City as set forth in the approved marina budget, and the cost of Marina Personnel will be paid by the City to Westrec as invoiced monthly by Westrec.

Throughout the terms of this Agreement, Westrec shall employ a qualified full-time, on-site manager ("Marina Manager") having experience in the management of a marina of this type who shall be available during normal business hours and be delegated sufficient authority to ensure competent performance and fulfillment of the responsibility of the management agreement and to accept serviceable notices provided for herein. The on site Marina Manager shall be part of the Marina Personnel, and the Marina Budget shall include the costs of the on-site Marina Manager. The cost of Westrec personnel who supervise, or otherwise participate in the management, administration and operation of the Marina, but also do work for Westrec and/or other marinas managed by Westrec, will be covered by the Administration Fee (as defined in

Section 6 - Compensation of Westrec) paid by the City to Westrec. These persons include Westrec personnel responsible for: (i) the direct supervision of on-site personnel; (ii) training of on-site and supervisory managers; (iii) the coordination and supervision of routine repairs and maintenance at the Marina; (iv) supervision of the procedures relating to eviction of delinquent tenants and sale of delinquent tenants' property; (v) overseeing inventory and supplies of the type used by the Marina; (vi) marketing; (vii) administering the payroll for on-site employees, including the administration, withholding and payment of applicable compensation coverage on behalf of and for the account of City; and (viii) accounting and other services relating to the operation and administration of the Marina. City understands and acknowledges that some or all of such persons may be simultaneously engaged by and/or for the account of City and by and/or for other marinas managed by Westrec, some of whom may (i) be affiliates of Westrec and (ii) compete with City. Westrec shall not be separately reimbursed for the time of its executive officers devoted to City's affairs or for the other overhead expenses of Westrec.

Westrec's employees in contact with the public shall perform their duties in an efficient and courteous manner. Westrec shall insure all its personnel are courteous and cooperative and present a neat, clean and professional appearance at all times. Failure of an employee to do so shall be grounds for the City to demand his or her removal from duties on the Marina property. Westrec shall provide the City with the name and telephone number of a management person who will be on call at all times for emergencies or other matters related to the operations under this Agreement. At the conclusion of this Agreement, City agrees to use its best efforts to rehire the employees listed on Exhibit 4, with credit for previous City length of service and seniority.

(f) ~~Non-compet~~ provision.

~~Current Marina employees will be provided an opportunity for employment with Westrec pursuant to this Agreement. Westrec agrees that some of these employees may seek other positions within the City's personnel system, which shall not be impeded. The City agrees not to solicit these employees for employment or otherwise compete with Westrec in this regard.~~

(g) Budget.

~~The City's 2009-2010 Pro-Forma Marina Budget is attached hereto as Exhibit 5. Westrec~~ agrees, to the extent reasonable and feasible, to operate the Marina in accordance with the approved budget. Westrec shall annually, beginning with the fiscal year ~~2014-15~~ 2010-11, develop a proposed budget, in conjunction with the City's budget preparation process, which shall be reviewed and approved by the City Manager and City Commission. The annual budget submittal shall include, but not be limited to, all of the proposed revenue sources and expenditures for the Marina. The proposed revenue projection shall include detailed written justification to support the proposed sources and projections. Westrec in proposing the annual expenditure budget shall include, but not be limited to, the following:

(1) **Personnel Costs.** An organizational chart listing all of the full and part-time positions that Westrec is proposing, their positions with titles, number in each position, proposed pay ranges, and benefit costs for each position.

(2) **Marketing and Promotion Costs.** Westrec shall provide a comprehensive

marketing and promotion budget which will list the proposed specific expenditures to support the proposed plan.

(3) **Proposed Capital Improvement and Repair Maintenance Plan.** Westrec shall develop a proposed detailed Capital Improvement and Repair Maintenance Plan that specifically describes each proposed expenditure, activity, justification or need for activity, and the estimated cost.

(4) **City's Overhead Costs.** Westrec shall provide a detailed list and projected cost for each expenditure.

(h) **Agreements.**

Westrec shall have the authority to negotiate and recommend to the City such agreements which Westrec deems necessary or advisable for the furnishing of utilities, services, concessions and supplies, for the maintenance, repair and operation of the Marina and such other agreements which may benefit the Marina or be incidental to the matters for which Westrec is responsible hereunder.

(i) **Other Decisions.**

Westrec shall make all decisions in connection with the day-to-day operations of the Marina.

(j) **Regulations and Permits.**

Westrec will observe, obey and comply with all rules and regulations adopted by the City and all laws, ordinances, and or rules and regulations of other governmental units and agencies having lawful jurisdiction, which may be applicable to the operations under this Agreement. Failure to do so will constitute a breach of this Agreement. Westrec shall procure all required permits, licenses and approvals, on behalf of the City, for the operation and performance under this Agreement. All permit or regulatory fees or costs shall be paid directly by the City, subject to the approved marina budget or any subsequent approvals.

(k) **Management Records and Reports of Disbursements and Collections.**

Westrec shall establish, supervise, direct and maintain the operation of a system of record keeping and bookkeeping with respect to all receipts and disbursements in connection with the management of the Marina. The books, records and accounts shall be maintained at the City's Marina. City acknowledges that—any budgets or projections prepared by Westrec for City are only estimates of revenues and expenses, that the initial budgets and projections prepared by Westrec will be based in part on information provided by City, that any projections prepared by Westrec are subject to, and may be affected by, changes in financial, economic, competitive and other conditions and circumstances beyond Westrec's control and that such projections and budgets are not to be construed as a guarantee by Westrec of the actual results to be obtained from operations. City acknowledges that Westrec makes no representations or warranties as to the results to be obtained from operations. City acknowledges that Westrec has no knowledge,

and cannot certify the accuracy of any historical information provided to Westrec by City. All receipts and disbursements in connection with Marina operations will be recorded on the City's books using software provided by the City utilizing Westrec personnel. All receipts will be deposited into the City's bank account. Receipts will be accounted for on the City's books by Westrec personnel. All purchases for the Marina which fall under the City's area(s) of responsibility shall be made such that they are in compliance with the City's Purchasing Policy, Procedures and Code. Requests for disbursements will be processed through the City's accounting system and paid with City's funds. Westrec will have access to the City's accounting system to print and analyze financial data for the Marina on an on-going basis.

(l) **Collection.**

Westrec shall analyze and direct the collection and billing of all accounts receivable due to the City with respect to the Marina and shall be responsible for establishing policies and procedures to minimize the amount of bad debts.

(m) **Legal Actions.**

Westrec shall cause to be instituted, on behalf and in the name of the City, any and all legal actions or proceedings Westrec deems necessary or advisable to collect charges with the advice and consent of the City, rent or other income due to City with respect to the Marina or to oust or dispossess tenants or other persons unlawfully in possession under any lease, license, concession agreement or otherwise, and to collect damages for breach thereof or default thereunder by such tenant, licensee, concessionaire or occupant. The costs of all such legal actions or proceedings shall be borne by City. Westrec shall also assist the City in the defense of any and all actions and proceedings brought by tenants, suppliers, vendors and similar persons relating to the Marina and City shall be responsible for satisfying and paying the costs of defending all such claims to the extent not covered by insurance. Westrec shall provide notice to City of any and all actions or proceedings instituted by, on behalf of, or against the City.

(n) **Insurance.**

The City shall pay for and maintain all necessary insurances including but not limited to property casualty insurance for the MOA, Marina Operators Legal Liability, automobile coverage, theft coverage, and environmental pollution coverage, listing Westrec as an additional named insured. Westrec shall provide workers compensation coverage. The costs incurred by the City and Westrec for insurance coverage applicable to the MOA or marina operations shall be included in the approved marina budget and shall be paid or reimbursed by the City, pursuant to the approved marina budget.

Westrec shall provide to the City a certificate of coverage. Westrec shall maintain workers compensation coverage, throughout the term of this Agreement, and the policy shall prohibit termination, expiration, cancellation, or substantial modification without at least thirty (30) days prior written notice to the City.

As a part of the marina budget planning process for each subsequent Fiscal Year (beginning in ~~FY 2014-2015~~~~FY2010~~—2011), all insurance coverage will be re-evaluated and

specific coverage may be redistributed between the City and Westrec depending on what is most advantageous to the parties. However, at all times the cost for insurance coverage for the MOA and the marina operations shall remain a part of the marina budget and will ultimately be paid or reimbursed by the City.

(o) **Restrictions.**

Notwithstanding anything to the contrary set forth in this Section 4, Westrec shall not be required to do, or cause to be done, anything for the account of City (i) which may make Westrec liable to third parties; or (ii) which may not be commenced, undertaken or completed because of insufficient funds of City.

(p) **Force Majeure.**

Neither the City nor Westrec is required to perform any term or covenant of this Agreement so long as performance is delayed or prevented by *force majeure*, which includes acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and any other cause not reasonably within the City's or Westrec's control and that the City or Westrec cannot, by exercising due diligence, prevent or overcome in whole or in part.

(q) **City Approval**

Westrec agrees it will obtain prior approval from the City prior to implementing changes on the following matters:

- (1) Changes from the original approved plans, activities signage and graphics;
- (2) Equipment Westrec plans to install requiring any building or facility modifications;
- (3) Any use of the City's name or City seal;
- (4) Any improvements to be constructed on the Marina property;
- (5) Hours of daily operation;
- (6) Uniforms to be used by the employees; and
- (7) The décor of the Marina and all signs to be installed directed or displayed in or on the Marina property and any changes thereto at anytime during this Agreement.

Further it is understood by Westrec, that should any changes related to the above items be disapproved, either Party may offer alternative solutions.

(r) **Shared Expenses.**

The parties acknowledge that certain economies may be achieved with respect to certain expenses to be incurred on behalf of City hereunder if materials, supplies, insurance or services are purchased by Westrec in quantity for use not only in connection with the Marina but in connection with other marinas managed by Westrec or its affiliates. Westrec shall have the right, with the advice and consent of the City, to purchase such materials, supplies, insurance or services in its own name and charge City a pro rata share of the cost; provided, however, that the pro rata cost of such purchase to City shall not result in expenses greater than would otherwise be incurred

at competitive prices and on terms available in the area where the Marina is located or the service is rendered; and, provided further, Westrec shall provide a copy of the financial records to the City upon request and shall make records available to City at Westrec's corporate headquarters office at all reasonable times after reasonable notice to Westrec so City may review any such expenses incurred.

(s) **Reporting Requirements.**

Westrec must submit a monthly written report to the City Manager including but not limited to;

- (1) Occupancy (both numbers and dollars), historical comparison;
- (2) Fuel sales (both numbers and dollars), historical comparison;
- (3) Marketing and promotions;
- (4) Non-routine expenses;
- (5) Capital improvements status report;
- (6) Insurance claims;
- (7) Litigation; and
- (8) Safety and environmental incidents.

(t) **Business Continuity Plan.**

Westrec shall provide the City with a copy of its business continuity plan covering the Marina as well as the company head office. Westrec will provide the City with the results of any testing of its business continuity plan.

5. **Duties of City.**

City shall cooperate with Westrec in the performance of its duties under this Agreement and to that end, upon the request of Westrec, City agrees to provide reasonable office space for Westrec employees on the premises of the Marina, to give Westrec access to all files, books and records of City relevant to the Marina, and to execute all documents and instruments as Westrec, in its reasonable judgment, deems necessary or advisable to enable it to carry out its management of the Marina.

6. **Compensation of Westrec.**

Westrec agrees to operate and maintain the Marina and associated property on a negotiated fixed fee and variable fee basis.

(a) **Fixed Fee Component.**

~~The City shall pay Westrec a Fixed Fee Component of Ninety-Six Thousand Dollars (\$96,000) Ninety-Five Thousand Two Hundred Sixty-Eight Dollars and Fifty-Six Cents (\$95,268.56) annually, unless and until the parties negotiate a different amount. Such payment shall be paid in twelve monthly installments on the 15th of each month commencing February 15, 2010. January 15, 2015. The Fixed Fee Component shall increase annually, in an amount equal to the increase in the United States Department of Labor Consumer Price Index South Urban from the previous year, however the annual fee increase shall not exceed six percent (6%).~~

(b) **Variable Fee Component.**

In addition, the City shall pay Westrec a Variable Fee Component payment equal to one percent (1%) of the Marina Gross Revenues. In no event may the Variable Fee Component payment exceed the Fixed Fee Component. For purposes of this Agreement, "Marina Gross Revenues" means gross revenues of the Marina for Slip rental (including seasonal, transient and commercial rents), fees for the Mooring Field, and Leases in the MOA, excluding the existing casino boat lease, so long as the casino boat does not occupy a slip at the Marina. For the purposes of this calculation, Marina Gross Revenues does not include Gas and Diesel revenues, nor retail revenues for the Dock House Retail Area pursuant to the Lease Agreement for the Dock House Retail Area. The Variable Fee Component payment will be made quarterly in arrears, not later than 30 days following the end of each quarter.

7. **Fiscal Non-funding.**

In the event that sufficient budgeted funds are not available for any new fiscal period, the City shall notify Westrec of such occurrence and the Agreement shall terminate on the last day of the then current fiscal period without expense or penalty to the City.

8. **Audit.**

Westrec shall retain all records relating to this contract for a period of at least three years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, City reserves the right to audit such records pursuant to City policy.

9. **Public Emergencies.**

It is hereby made part of this contract that before, during and after a public emergency, disaster, hurricane, tornado, flood or other acts of God, that City shall require a "first priority" for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation that threatens public health and safety as determined by the City. Westrec agrees to rent, sell, lease all goods and services to the City or governmental entities on a "first priority" basis. The City expects to pay a fair and reasonable price for all products and services rendered or contracted in the event of a disaster, emergency, hurricane, tornado, or other acts of God.

10. **Sales Tax.**

Westrec shall pay the prevailing State of Florida sales and use tax for any amounts payable under this Agreement.

11. **City's Ownership of Improvements.**

Upon the expiration of this Agreement, for any reason, all existing and any future installed fixtures, equipment, improvements and appurtenances attached to or built into the Marina in such a manner as to become part of the freehold whether or not by the expense of Westrec, shall become and remain a part of and be surrendered with the Marina property. Any furniture, furnishings, equipment

or other articles of moveable personal property owned by Westrec and located on the Marina property shall be and remain the property of Westrec and may be removed by it at any time during the term of this Agreement so long as Westrec is not in default of any obligations under this Agreement and the same has not become part of the freehold and so long as such do not materially affect Westrec's ability to use such premises and conduct its business as provided herein.

12. Hours of Operation.

The Marina property will be required to operate seven (7) days a week during those hours approved by the City. Sufficient staff will be available to provide outstanding service. The City may require change in hours of operation if in the reasonable discretion of the City such a change is desirable for providing the best service to the public.

13. Termination by the City or Westrec.

~~——(a)The Agreement to may be terminated by the City or Westrec without cause by giving the other party ninety (90) days prior written notice, upon the terms and conditions as set forth below.~~

~~(a) Automatic Termination.~~

~~——The City may automatically terminate the Agreement, by providing written notice to Westrec as set forth herein, upon the occurrence of the following:~~

~~(1) Institution of proceedings and voluntary bankruptcy or reorganization by the Westrec, or the institution of proceedings and involuntary bankruptcy against Westrec, if such proceedings continue for a period of more than ninety (90) days;~~

~~(2) Assignment by Westrec for the benefit of creditors;~~

~~(3) Abandonment or discontinuation of operation for more than a twenty-four hour period, unless as permitted herein, without prior written approval from the City; and~~

~~(4) Discovery of any misstatement in Westrec's proposal leading to the award of this Agreement which in the determination of the City significantly affects Westrec's qualifications to perform under the this Agreement.~~

~~(b) Termination after Fourteen (14) Days.~~

~~——The City may provide written notice of default and termination of the Agreement within fourteen (14) days, as set forth herein, for the reasons set forth below:~~

~~(1) Nonpayment of any sum or sums due hereunder after the due date for such payment provided; however, that such termination shall not be effective if Westrec makes the required payments during the fourteen (14) calendar day period following mailing of written notice.~~

~~(2) Notice of any condition imposing a threat to health or safety of public patrons and not remedied within the fourteen (14) calendar day period from receipt of written notice.~~

(3) ~~A final determination in a court of law in favor of the City in litigation instituted by Westree against the City or brought by the City against Westree.~~

(4) ~~Instances in which a corporate acquisition or a merger represents a conflict of interest or is contrary to any local, state, or federal laws.~~

~~In the event that Westree does not cure the breach, to the satisfaction of the City, within the fourteen (14) calendar days of the notice as set forth herein, then the Agreement shall be terminated.~~

~~(c) Termination after Forty-five (45) Days~~

~~The City may provide written notice of default and termination of the Agreement within forty five (45) days, as set forth herein, for the reasons set forth below:~~

~~(1) Nonperformance of any covenant of this Agreement other than non-payment of rent or performance fees other than listed in the paragraphs above.~~

~~(2) The inability or failure of Westree to provide the City with an unqualified, certified statement of gross sales, or to strictly adhere to the revenue control procedures established in this Agreement. In such event the City shall have the right to terminate this Agreement upon forty five (45) calendar days written notice to the lessee.~~

~~In the event that Westree does not cure the breach, to the satisfaction of the City, within the forty-five (45) calendar days of the notice as set forth herein, then the Agreement shall be terminated.~~

~~(d) Habitual default.~~

~~Notwithstanding the foregoing, in the event Westree has repetitively defaulted four (4) times within a twelve (12) month period in the performance of or breached any of the terms, covenants and conditions required herein to be kept and performed by Westree regardless of whether Westree has cured each individual condition of breach or default, Westree may be determined by the City to be a "habitual violator" at the times such determination is made, the City shall issue to Westree a written notice advising of such determination citing the circumstances therefore. Such notice shall also advise Westree that there shall be no further notice or grace periods to correct any subsequent breaches or defaults and that any subsequent breaches or defaults whatever nature taken with all previous breaches and defaults shall be considered cumulative and collectively shall constitute condition of non-curable default and grounds for immediate termination of this Agreement. In the event of any such subsequent breach or default, the City may cancel this Agreement upon the giving of written notice of termination to Westree such cancellation to be effective upon the 10th day following the date of receipt thereof and all payments due hereunder shall be payable to said date. Westree shall have no further rights hereunder. Immediately upon notice of said notice of termination, Westree shall discontinue its operations at the Marina and proceed to remove all its personal property.~~

(e) (b) Natural Disaster

In the event that the City's marina is destroyed or significantly damaged by a natural disaster or Act of God, either Party may terminate this Agreement upon providing 30 days written notice as set forth herein.

(f) (c) **Tax Exempt Bonds**

In the event that the City loses its tax exempt status on the existing municipal improvements due to the terms of this Agreement, either Party may terminate this Agreement upon providing 30 days written notice as set forth herein.

~~14. Termination by Westrec.~~

~~Westrec shall have the right, upon thirty (30) calendar days from receipt of written notice to the City by certified or registered mail, to the address specified in paragraph (2)(h) above, to terminate this Agreement at any time after the occurrence of one or more of the following events:~~

~~(a) Issuance by any court of competent jurisdiction of any injunction, substantially restricting the use of the Marina property.~~

~~(b) A breach by the City of any of the terms, covenants, or conditions contained in this Agreement and the failure of the City to remedy such breach for a period of ninety (90) calendar days after receipt of written notice sent by registered or certified mail return receipt requested from the Westrec of the existence of such breach.~~

~~(c) The assumption by the U.S. Government or any authorized agency or any other governmental agencies the operation control or use of the Marina.~~

~~15.14. Limiting Legislative or Judicial Action.~~

In the event that any municipal, county, state or federal body of competent jurisdiction passes any law, ordinance or regulation in any way restricting or prohibiting the use of the Marina for purposes of this Agreement, this Agreement may be terminated by Westrec pursuant to the "Termination by Westrec" clause in paragraph 18 above and will be null and void and unenforceable by any party to this Agreement and the City shall have no further liability under this Agreement. In the event that any court or legislative body of competent jurisdiction issues an injunction substantially restricting or prohibiting the use of the Marina for the purposes of this Agreement, which injunction stays in force for more than thirty (30) calendar days, this Agreement will be null and void and unenforceable by any party to this Agreement and the City shall have no further liability under this Agreement. If the City deems the Agreement null and void by function of this paragraph, the City will not be liable to Westrec for damages arising therefrom and the City shall have no further liability under this Agreement.

16.15. Nondiscrimination.

Westrec does hereby for itself, its personal representatives, successors in interest and assigns as part of the consideration and agreement consideration hereof, covenant and agree that:

(a) No person on the grounds of race, color, religion, national origin, sexual orientation, age, residency within or without the City or handicap shall be excluded from participating in or be denied the benefits of or be otherwise subjected to discrimination in the use of the Marina except for bona fide cause allowed by law.

(b) The construction of any improvements on over such land or in the furnishing of services thereon. No person on the grounds of race, color, religion, national origin, sexual orientation, age, residency within or without the City or handicap shall be excluded from participation in, be denied the benefits of or otherwise be subjected to discrimination, except for bona fide causes allowed by law.

(c) That Westrec shall use the premises in compliance with all other requirements imposed by or pursuant to Title 45, Code of Federal Regulations, Article 80, non discrimination under programs receiving federal assistance through the City of health, education and welfare-effectuation of Title VI of the Civil Rights Act of 1964 and as such regulations may be amended that in the event a breach of any of the above non-discrimination covenants, the City shall have the right to terminate the Agreement and this Agreement shall be null and void. Westrec shall not discriminate against City employees or applicant for employment in the performance of the contract with respect to hiring tenure terms, conditions or privileges of employment because of age, sex, or physical handicap (except where based on a bona fide occupational qualification); or because of marital status, color, religion, national original or ancestry.

17.16. Hurricane Preparedness.

Westrec shall follow the City's emergency evacuation and hurricane plan.

18.17. Termination of Agreement.

Following the termination of this Agreement by either party within fifteen (15) calendar days, or earlier if determined by the City, Westrec shall forthwith remove all of its personal property not acquired under the terms of the Agreement. Any personal property of Westrec not removed in accordance with this paragraph may be removed by the City for storage at the cost of Westrec or shall constitute a gratuitous transfer of title thereof to the City for whatever disposition is deemed to be in the best interests of the City. The City shall not be liable to Westrec for safekeeping for Westrec's personal property during or after termination of this Agreement.

19.18. Approvals.

Except as otherwise provided, whenever approvals are required herein by either party, such approval shall not be unreasonably withheld.

20.19. Rights Reserved to the City.

All rights not specifically granted to Westrec by this Agreement are reserved to the City, and the designation of any particular remedy for the City without prejudice to any other relief available in law or equity and all such relief is reserved to the City.

21.20. Lien.

The City shall have a lien upon all personal property of Westrec to secure the payment to the City of any unpaid money accruing to the City under the terms of this Agreement.

22.21. Submerged Land Lease.

A submerged land lease is attached hereto as Exhibit 5. Westrec agrees to operate the Marina Operating Area (MOA) in such a fashion as to not violate such submerged land lease.

23.22. Compliance with City's Internal Control Processes.

Westrec agrees to comply with the City's procurement policies and procedures, budget policies and other policies which are attached hereto as Attachment 4.

24.23. City's Mooring Fields.

The City owns and maintains 20 Helix[™] system moorings located across from the Marina on the west side Atlantic intercoastal waterway as part of the MOA. The City is currently operating this mooring field within the jurisdiction of the City which is coming into compliance with Florida's law. The City will continue to regulate this issue of mooring fields and may revise its ordinances as appropriate. In addition, the City retains the right to expand its mooring fields to additional areas, and will notify Westrec of any action taken in this regard. The City's Mooring Fields are part of the MOA and are subject to the management, operating and insurance provisions as set forth herein.

25.24. Recycled Material.

Westrec agrees to use recovered materials to the extent practical under the terms of this contract.

The City wishes to encourage Westrec to use recycled materials in fulfilling contractual obligations to the City and that such a policy will serve as a model for other public entities and private sector companies.

When awarding a purchase of \$5,000 or less or recommending a purchase in excess of \$5,000 for products, materials or services, Westrec may allow preference to a responsive bidder who certifies that their product or material contains the greatest percentage of post-consumer materials. If they are bidding on paper products, it may certify that their materials and/or products contain at least the content recommended by the EPA guidelines.

Definitions under this section are as follows:

"Recovered Materials:" Materials that have recycling potential, can be recycled, and have been diverted or removed from the solid waste stream for sale, use or reuse, by separation, collection or processing.

"Recycled Materials:" Materials that contain recovered materials. This term may include internally generated scrap that is commonly used in industrial or manufacturing processes, waste or scrap purchased from another manufacturer and used in the same or a closely related product

"Postconsumer Materials:" Materials which have been used by a business or consumer and have served their intended end use and have been separated or diverted from the solid waste stream for the purpose of recycling such as Newspaper, aluminum, glass containers, plastic containers, office paper, corrugated boxes, pallets or other items which can be used in the remanufacturing process.

~~26.25.~~ **Infringement of Patent, Trademarks or Copyrights.**

Westrec agrees to indemnify the City and hold it harmless from and against all claims, liability, loss, damages or expense including attorney fees, arising from or by reason of any actual or claimed trademark patent or copyright infringement or litigation based thereon with respect to the services or goods or any part thereof covered by this Agreement, and such obligations shall survive the term of this Agreement.

~~27.26.~~ **Signage.**

Westrec shall abide by the City's Sign Code attached hereto as Attachment 5.

Any changes to exterior signage must meet applicable codes, ordinances, and HDC and CRA district guidelines.

~~28.27.~~ **Condemnation.**

(a) **Total Condemnation.**

If during the term of this Agreement or any extension or renewal of this Agreement, all of the MOA is taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or are sold to the condemning authority under threat of condemnation, this Agreement will terminate, and the payments will be abated during the unexpired portion of this Agreement effective as of the date the condemning authority takes the said Area.

(b) **Partial Condemnation.**

If less than all, but more than ten percent (10%) of the MOA is taken for any public or quasi-public use under any governmental law, ordinance, or regulation or by the right of eminent domain, or is sold to the condemning authority under threat of condemnation, either party may terminate the Agreement by giving written notice to the other party within sixty (60) days. If the said area is partly condemned and neither party elects to terminate this Agreement or if less than ten percent (10%) of the said area is condemned, this Agreement will not terminate, but the payments to be made will be adjusted equitably during the unexpired portion of this Agreement.

(c) **Condemnation Award.**

The City will receive the entire award from any condemnation, and Westrec will have no claim to that award or for the value of any unexpired term of this Agreement.

~~29.28.~~ **Mechanic's Liens.**

Westrec will not permit any mechanic's lien or liens to be placed on the MOA or on improvements to it. If a mechanic's lien is filed on the MOA or on improvements on it, Westrec will promptly pay it. If default in payment of the lien continues for ten (10) days after the City's written notice to Westrec, the City may, at its option, pay the lien or any, portion of it without inquiring into its validity. Any amounts the City pays to remove a mechanics lien caused by Westrec to be filed against the MOA or against improvements on the MOA, including expenses and interest, are due from Westrec to the City and must be repaid to the City immediately upon rendition of notice together with interest of twelve percent (12%) annually until fully paid.

The City's interest in the MOA is not subject to mechanic's liens for improvements made, or contracted for, by Westrec. Westrec must give written notification to all contractors making any improvements on the MOA of the provisions of this Agreement.

~~30.29.~~ **Indemnity.**

(a) **Westrec's General Indemnity.**

City hereby agrees to indemnify Westrec for claims brought against Westrec only to the extent that they are found to result from the sole negligence of the City, its governing body, or its employees. This indemnification shall not be construed to be an indemnification for the acts, or omissions of third parties, independent contractors, or third party agents of the City. This indemnification shall not be construed as a waiver of the City's sovereign immunity, and shall be interpreted as limited to only such traditional liabilities for which the City could be liable under the common law interpreting the limited waiver of sovereign immunity. Any claims against the City must comply with the procedures found in §768.28, Florida Statutes. In order to comply with the requirements of §129.06, Florida Statutes, and Article VII, Section 10 of the Florida Constitution, the value of this indemnification is limited to the lesser of the amount payable by either party under the substantive provisions of this Agreement, or the limitations of §768.28, Florida Statutes. In addition, this indemnification shall be construed to limit recovery by the indemnified party against the City to only those damages caused by City's sole negligence, and specifically not include any attorneys' fees or costs associated therewith.

(b) **Environmental Indemnity.**

Westrec is responsible only for the payment of that portion of any cleanup cost for compliance with hazardous materials laws that arise during the term of this Agreement as a result of a discharge of hazardous materials directly attributable to the negligence of a Westrec employee. The City is responsible for all other cleanup costs, including all costs associated with environmental compliance at the Marina, and the City is responsible for insuring that any other responsible party participate in the clean up to the extent of its responsibility for relief. Westrec

shall indemnify, defend, and hold harmless the City from and against all claims, liabilities, losses, damages, and costs, foreseen or unforeseen including without limitation counsel, engineering, or any other professional or expert fees, that the City may incur by reason of the negligence of Westrec employees during the term of this Agreement as set forth herein. This section survives the expiration or earlier termination of this Agreement.

31.30. Alternative Dispute Resolution.

Westrec and the City agree that any controversy or claim arising out of or relating to this Agreement, or breach thereof, shall be first subject to mediation by a mutually agreed upon mediator before any suit is filed.

32.31. Current Marina Debt.

(1) Both parties recognize that there is existing current marina debt.

a. Current Bonds. The City previously issued tax-exempt debt in the amount of \$6.4 million to finance various improvements to the Marina. The debt service schedules are attached to this Agreement as Exhibit 1.

b. Conversion of Tax Exempt Debt To Taxable Debt for "private activity" Use. The City has outstanding indebtedness relating to marina improvements as set forth in Exhibit 2. Notes were issued in 2005 and 2009 to banks bearing interest at tax-exempt rates because under federal income tax law, the City qualified for the tax exemption as the owner and operator of the Marina.

(2) Westrec agrees to cooperate with the City to maintain this tax exemption, thus avoiding estimated maximum present value of the additional interest cost to the City of \$1,082,745.60. The City shall provide notice to Westrec, and an opportunity to cooperate with the City, as to the measures that may be necessary to protect the tax exempt status of the debt financing.

33.32. Reservations.

Reservations are currently accepted up to four (4) months in advance. Westrec has provided an operations plan relating to reservations policy, including reservations, software, prepaying requirements and cancellation policies.

Any changes to the reservations policy must be approved by the City Manager.

34.33. Facilities.

Westrec will maintain the premises in good order and in sanitary and safe condition.

Westrec shall provide one boat slip, as needed, for use by the City for a police boat at all times during the term of this Agreement.

35.34. Festivals and Special Events.

The City hosts a number of festivals and special events: primarily the Shrimp Festival the first weekend in May, the Kingfish fishing tournament in June, and July 4th fireworks show. Frequently these events draw boaters and fill marina slips. Some festivals and special events might have some impact on the Marina operations and Westrec will cooperate with the City and designated festival committees in planning activities to support the Marina .

36.35. Collection of Delinquent Accounts.

The City invoices its customers for dockage both in advance and in arrears depending on the nature of the business relationship. Routinely, the City has a list of delinquent accounts ranging from a few hundred dollars to several thousand dollars. The City routinely works with its customers to bring all delinquent accounts current. Westrec shall provide its collection policies and procedures and how they would be applied to the Marina Operations Area.

37.36. Use of Trademarks, Service Marks and Related Items

In providing its services under this Agreement, Westrec will use the name, trademark and service mark "WESTREC" and such other trademarks, service marks, logos, commercial symbols, insignia and designs as Westrec shall deem appropriate (collectively, the "Trademarks") and certain operations manuals and software (including operations, emergency procedures, personnel, risk management and accounting software and manuals), formats (including financial reporting and budgeting formats) and forms (including bookkeeping, accounting and lease forms) and software (collectively, the "Proprietary Material"). Westrec hereby grants City the nonexclusive, nontransferable right to have Westrec, for the benefit of City, use the Trademarks and Proprietary Material in connection with the management and operation of the Marina all subject to Westrec's complete control. It is understood and agreed that Westrec shall have the right to use and license others to use the Trademarks and Proprietary Material elsewhere for any purposes whatsoever, including without limitation in the management and operation of other marinas. Immediately upon the expiration or termination of this Agreement, City shall (a) return to Westrec all materials bearing any of the Trademarks and all Proprietary Material without retaining any copies thereof, and (b) cease all use of the Trademarks and Proprietary Material by all means required, including without limitation changing all telephone listings using any of the Trademarks, removing all signs bearing any of the Trademarks, and using its best efforts to have existing tenants at the Marina sign new leases to replace their existing Westrec lease forms. Nothing contained in this Agreement shall give City any right, title or interest in or to any of the Trademarks or Proprietary Material, except the mere privilege and license during the term of this Agreement to have Westrec, for the benefit of City, use the Trademarks and Proprietary Material in connection with the management and operation of the Marina. City acknowledges and agrees that the Trademarks and Proprietary Material are the exclusive property of Westrec and that City now asserts and will hereafter assert no claim to any goodwill, reputation or ownership of any of the Trademarks or Proprietary Material. City shall not do or permit any act or thing to be done in derogation of any of Westrec's rights in any of the Trademarks or Proprietary Material, either during the term of this Agreement or thereafter. City shall not, during or after the term of this Agreement, in any way dispute or impugn the validity of the Trademarks or Proprietary Material, the rights of Westrec therein, or the rights of Westrec or other licensees of Westrec to use the same, both during the

term of this Agreement and thereafter. The provisions of this section shall survive the expiration or termination of this Agreement.

37. Florida Public Records Law Requirements

Pursuant to Section 119.0701, Florida Statutes, Westrec 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 Westrec 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 Westrec 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 hereby have executed this Marina Management Agreement as of the date first-above written.

CITY:

By:

Name: Joe Gerrity

Title: City Manager

Attest:

Name: Caroline Best

Title: City Clerk

WESTREC:

WESTREC MARINA MANAGEMENT, INC.

By: _____

William W. Anderson, President

APPROVED AS TO FORM AND LEGALITY:

Tammi E. Bach, City Attorney

File 1 Original
Wed: 1 Original
to Westrec

CITY COMMISSION AGENDA ITEM
CITY OF FERNANDINA BEACH

SUBJECT: Resolution 2014-141
Lease and Management Agreement(s) – Westrec Marina Management, Inc.

DEPARTMENT: City Manager

ATTACHMENTS: ☐ Ordinance ☒ Resolution
☐ Support Documents ☐ Other

RECOMMENDED ACTION: Approve Resolution 2014-141

SUMMARY: On September 21, 2009, the City Commission selected Westrec Marina Management, Inc.'s ("Westrec") proposal to manage the City's Marina and authorized negotiations of an agreement. The City Commission approved a 5-year Marina Management Agreement and 5-year Lease Agreement for the dockhouse on December 15, 2009. The 2009 Management Agreement and Lease Agreement will expire in December 2014.

The City Commission wishes to enter into a new Marina Management Agreement and Lease Agreement with Westrec, and both can be terminated by the City or Westrec without cause by giving 90 days' notice.

The highlights of the new management agreement are:

- Reduction of one full-time position to a seasonal part-time position resulting in a savings of \$8,800 per year;
- Westrec Marina Management fee reduction in the amount of \$8,800 per year;
- The Fernandina Beach Marina will be closed during the 4 winter months (their slow season) at 6:00 pm rather than 8:00 pm resulting in a savings of \$6,160 per year.
- No change to the variable fee component of the agreement

Subsequent to these changes, the City will realize an annual savings of \$23,760.

FISCAL IMPACT: Management fees including the variable fee is included in the FY 2014/2015 Budget in the Marina Contractual account, 480-7500-575.3400.

CITY ATTORNEY COMMENTS: None

DEPARTMENT HEAD	Submitted by: Joe Gerrity City Manager	Date: 9/22/14
	Requested Agenda	Date: 10/07/14
FINANCE DEPARTMENT	Approved as to Budget Requirements	Date: 9/29/14
CITY ATTORNEY	Approved as to Form & Legality	Date: 9/30/14
CITY MANAGER	Approved Agenda Item for 10/07/14	Date: 9/22/14

COMMISSION ACTION: ☒ Approved As Recommended ☐ Disapproved
☐ Approved With Modification ☐ Postponed to Time Certain
☐ Other ☐ Tabled

Approved at the City Commission
Meeting
Held on 10/7/14
Voted: 5-0 Initial: JLB



City of Fernandina Beach

OFFICE OF THE CITY CLERK

March 6, 2014

Michelle Van Lenten
Regional Coordinator
WESTREC MARINAS
Southern Regional Office
801 N. E. Third Street
Dania Beach, Florida 33004

RE: Lease and Management Agreements

Dear Ms. Van Lenten,

The Fernandina Beach City Commission at their Regular Meeting on October 7, 2014, approved Resolution 2014-141 approving a Management Agreement and a Lease Agreement to manage the Marina and lease the dockhouse building located at 1 North Front Street. Attached is a copy of Resolution 2014-141 and original executed Management and Lease Agreements for your files.

If you have any questions, please let us know.

Sincerely,
City of Fernandina Beach

A handwritten signature in cursive script that reads "Caroline Best".

Caroline Best
City Clerk

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 2
For
RFP 2020-02 MARINA MANAGEMENT-LEASING

City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034

ADDENDUM No. 2

The following changes are applicable to the original RFP documents and specifications of **RFP 2020-02**. This Addendum No.2 now becomes part of the original Request for Proposal and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting the proposal. Failure to do so may disqualify the submittal.

Submitters shall thoroughly familiarize themselves with the contents of this Addendum before submitting the proposal.

NAME: _____ **TITLE:** _____

ADDRESS: _____

CITY: _____ **STATE:** _____

AUTHORIZED SIGNATURE: _____ **DATE:** _____

**CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 2
For
RFP 2020-02 MARINA MANAGEMENT-LEASING**

Due to the COVID 19 restrictions, City facilities are closed to the public. Hand Delivered submittals will not be accepted. Only mailed or packaged submissions will be accepted.

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 3
For
RFP 2020-02 MARINA MANAGEMENT-LEASING

City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034

ADDENDUM No. 3

The following changes are applicable to the original RFP documents and specifications of **RFP 2020-02**. This Addendum No.3 now becomes part of the original Request for Proposal and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting the proposal. Failure to do so may disqualify the submittal.

Submitters shall thoroughly familiarize themselves with the contents of this Addendum before submitting the proposal.

NAME: _____ **TITLE:** _____

ADDRESS: _____

CITY: _____ **STATE:** _____

AUTHORIZED SIGNATURE: _____ **DATE:** _____

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 3
For
RFP 2020-02 MARINA MANAGEMENT-LEASING

1. Will electronic submission be allowed? **Not at this time.**
2. Can we get a copy of the current agreement between the city and Westrec?
The current Westrec lease is included in Addendum No. 2 on the City website.
3. Is there a P&L for the last fiscal year or past year on just the marinas performance?
This information can be found at <https://www.fbfl.us/documentcenterii.asp>, Finance folder to Audit folder.

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 4
For
RFP 2020-02 MARINA MANAGEMENT-LEASING

City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034

ADDENDUM No. 4

The following changes are applicable to the original RFP documents and specifications of **RFP 2020-02**. This Addendum No.4 now becomes part of the original Request for Proposal and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting the proposal. Failure to do so may disqualify the submittal.

Submitters shall thoroughly familiarize themselves with the contents of this Addendum before submitting the proposal.

NAME: _____ **TITLE:** _____

ADDRESS: _____

CITY: _____ **STATE:** _____

AUTHORIZED SIGNATURE: _____ **DATE:** _____

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 4
For
RFP 2020-02 MARINA MANAGEMENT-LEASING

1. Would the City like to see a proposed complete operating budget for the marina as an entity, or just the revenue and our forecasted expenses to the city? **Only the revenue and forecasted expenses to the City.**

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 5
For
RFP 2020-02 MARINA MANAGEMENT-LEASING

City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034

ADDENDUM No. 5

The following changes are applicable to the original RFP documents and specifications of **RFP 2020-02**. This Addendum No.5 now becomes part of the original Request for Proposal and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting the proposal. Failure to do so may disqualify the submittal.

Submitters shall thoroughly familiarize themselves with the contents of this Addendum before submitting the proposal.

NAME: _____ **TITLE:** _____

ADDRESS: _____

CITY: _____ **STATE:** _____

AUTHORIZED SIGNATURE: _____ **DATE:** _____

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 5
For
RFP 2020-02 MARINA MANAGEMENT-LEASING

1. Must the separate lease for the dock house remain separate or can the marina's management and dock house component be combined? **The dock house is not required to be separate and, as part of discussions with the selected contractor/vendor, subject to further discussions, if desired.**

CITY OF FERNANDINA BEACH BID OPENING TALLY

RFP 2020-02 April 30, 2020

Bid Name: Marina Lease/Management

Attended by: Dale Martin and Wanda Weakes

DATE/TIME REC'D	COMPANY NAME/LOCATION	BID AMOUNT	EXHIBITS A-H	ADDENDUMS 1-2-3-4-5
4/27/2020 1:55pm	Mobius Marina Mgmt, St Augustine, FL		X	X
04/30/2020 12:49pm	Safe Harbor Marinas LLC, Dallas TX		X	X
04/30/2020 11:41am	Founders 3 Mgmt, Milwaukee WI		X	X
04/29/2020 11:29am	Oasis Marinas, Annapolis MD		X	X
04/27/2020 1:48pm	Coastal Marina Management		X	X

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

To: Mr. Dale Martin
City Manager
City of Fernandina Beach, FL

From: Peter Napoli, Consultant
William Zieburtz, Director
Stantec Consulting Services Inc.

Re: Financial Review of Marina
Management Proposals

Date: June 12, 2020

PURPOSE

Stantec Consulting Services Inc. (Stantec) has conducted a Financial Review of Marina Management Proposals (Study) for the City of Fernandina Beach, Florida (City) to evaluate the financial components of five submittals received in response to the City's RFP #2020-02 for the management and/or leasing of the Fernandina Harbor Marina facilities.

This memorandum outlines the assumptions and key inputs, and provides a description of the approach that was used to arrive at the findings and conclusions of the Study.

BACKGROUND

The Fernandina Harbor Marina (Marina) is owned by the City of Fernandina Beach. In 2016, the Marina was heavily damaged during Hurricane Matthew and many of the docks were destroyed, forcing the closure of the Marina for the last three years. Completing Marina repairs and resuming operations at a fiscally sustainable level was an important objective for the City and a financial management plan was needed. In 2019, Stantec was retained by the City to perform an analysis, that included a long-term projection of the Marina Fund's financial sustainability. Our analysis concluded that the Marina would require financial assistance from the City's General Fund to complete the necessary capital projects and meet debt service requirements.

The marina's operations have been managed through an agreement with Westrec Marinas since 2009. As it has been several years since the agreement has been reviewed, and in light of the recent renovations, the City Commission decided to examine and clarify financial and operational arrangements for the Marina's future.

As such, the City presented a Request for Proposal (RFP) to parties interested in "Managing and/or Leasing Marina Facilities". The RFP is officially closed and the City has received five submittals for consideration. The City has outlined the three components of the evaluation criteria as follows: "Technical Capabilities", "Previous Experience", and "Financial Component". The City retained Stantec to assist with the evaluation of the financial component of the submittals.

APPROACH

Our analysis was based on data and assumptions derived from the proposals submitted by the five firms responding to RFP #2020-02 and the current operating contract with Westrec Marinas. The first step for evaluating each of the proposals from the potential management firms was to identify and isolate the financial information from each document. Five of the firms propose to manage operations of the Marina facilities (four new proposals plus the current operator, Westrec Marinas) and one firm, Safe Harbor Marina, proposes to lease the Marina facilities. It is important to distinguish between these two types of proposals since the management proposals are fee-based and the leasing proposal is payment-based. As a requirement, each submission includes the proposed management fee or proposed lease payment to the City. Other relevant financial information is included in some proposals, such as Oasis Marinas and Mobius Marine providing their own operating budgets with estimated revenues and expenses, while the other firms rely on the City's current operating budget.

Our approach to assisting the City with their evaluation was based on evaluating two financial components: the Fee Component and the Net Income Component. The Fee Component includes a calculation of the total annual management fee the City would be responsible to pay each potential management firm and the Net Income Component represents a projection of the annual net income potentially experienced by the City as a result of the Marina's operations.

Fee Component

As part of our analysis, we calculated the proposed management fee from each of the five firms offering management services. The management fee for each firm is structured to include a fixed component, which is charged annually or monthly, and a variable component, which is based on the Marina's revenues or profits. To the extent the management firm included a proposed operating budget, it was used as the basis for the calculation of the variable management fee, otherwise the current FY 2019-20 operating budget was used.

Figure 1 below ranks each management firm's total proposed annual fee from lowest to highest and summarizes some of the key elements of comparison.

Figure 1

	Oasis Marinas	Founders 3	Coastal Marina Management	Westrec Marinas (Incumbent)	Mobius Marine	Safe Harbor Marina
Included an Operating Budget in Proposal?	Yes	No	No	Yes (Current Budget)	Yes	N/A
Fixed Management Fee	\$48,000.00	\$78,000.00	\$84,000.00	\$95,268.56	\$70,000.00	N/A
Variable Management Fee - Basis	1.5% of Revenue	20% of Gross Revenue Exceeding Base Year (19-20)	1% of Gross Dockage Receipts and 75% of Gross Retail Sales	1% of Gross Revenues (Not Including Fuel or Retail)	10% of Operating Net Income	N/A
Variable Management Fee - Estimated	\$28,885.80	\$9,751.89	\$6,754.23	\$7,305.94	\$43,962.10	N/A
Total Management Fee	\$76,885.80	\$87,751.89	\$90,754.23	\$102,574.50	\$113,962.10	N/A
Rank	1	2	3	4	5	N/A

Net Income Component

The Net Income Component of our analysis compares each potential management firm's proposed operating net income and the proposed lease income from Safe Harbor Marina. As mentioned in the previous section, only two of the submittals included proposed operating budgets, Oasis Marinas and Mobius Marine. The current operating budget for FY 2019-20 was used as the basis for the evaluation of the current operator, Westrec Marinas, and the other three firms that submitted proposals; Founders 3, Coastal Marina Management, and Safe Harbor.

For purposes of evaluating operating net income, all grants and one-time transfers were excluded from the Marina's operating revenues, and all debt service and capital investments were excluded from the Marina's operating expenses. Also, the estimated fixed and variable management fees were subtracted from the calculated operating net income for each management firm.

The net income resulting from Safe Harbor Marina's lease payment reflects an annualization of the \$1,000,000 lease acquisition fee over the 10 year term, as well as the base rent of \$25,000, less \$ 78,125.80 repair and maintenance costs the City would be responsible for. The result is \$46,874.20 of Net Lease Income.

Figure 2 on the following page identifies each firm's proposal type (management or lease) and ranks each firm's proposed operating net income or lease payment from highest to lowest.

Figure 2

	Oasis Marinas	Mobius Marine	Coastal Marina Management	Founders 3	Westrec Marinas (Incumbent)	Safe Harbor Marina
Proposal Type	Management	Management	Management	Management	Management	Lease
Slip Rental Revenue	\$852,000	\$723,648	\$675,423	\$675,423	\$675,423	N/A
Gasoline/Fuel Revenue	\$998,220	\$1,426,125	\$943,480	\$943,480	\$943,480	N/A
Other Revenues	\$75,500	\$184,383	\$55,172	\$55,172	\$55,172	N/A
Less: Gasoline/Fuel Cost	\$699,376	\$1,112,400	\$731,300	\$731,300	\$731,300	N/A
Less: Operating Expenses	\$608,265	\$782,135	\$816,834	\$810,834	\$835,408	N/A
Less: Variable Management Fee	\$28,886	\$43,962	\$6,754	\$9,752	\$7,306	N/A
Proposed Operating Net Income	\$589,193	\$395,659	\$119,187	\$112,189	\$92,755	N/A
Lease Acquisition Fee (Annualized)	N/A	N/A	N/A	N/A	N/A	\$100,000.00
Base Rent	N/A	N/A	N/A	N/A	N/A	\$25,000.00
Less: Repair/Maintenance Costs	N/A	N/A	N/A	N/A	N/A	-\$78,125.80
Net Lease Income	N/A	N/A	N/A	N/A	N/A	\$46,874.20
Rank	1	2	3	4	5	6

CONCLUSION

The Oasis Marinas proposal offers the lowest total management fee and the projection of the highest operating net income for the City. If the City accepts all proposals as equivalent and comparable, their proposal clearly offers the best financial terms.

As the City interprets the proposals, it is worth considering the differences among the proposals and evaluating the ability of the firms to achieve the estimated or projected results underlying their proposals. The proposers' assumptions for differing budgets were not disclosed, and the other proposers' reliance on the City's budget should also be considered as the City seeks to rely on the representations in these proposals. If the firms are not able to generate the projected results, the financial implications to the City would differ from the projections shown.

It is also important to note that the Net Income Component of the analysis is based on data that is somewhat speculative in nature. We are unable to validate the underlying assumptions supporting each firm's proposed revenue and expense budgets and those assumptions have implications for the City. For instance, the Marina's Slip Rental revenue is a function of total slips available and the fees by City Commissioners, so it is possible that differences in projected Slip Rental revenue between proposers might not be justifiable.

Additionally, the City should weigh the differences in results relative to the Marina's overall budget. As an example, the difference of the lowest management fee to the highest is only \$36k, or approximately 1.2% of the Marina's total current budget.

If you or others at the City have any questions, please do not hesitate to call me at (904) 671-0117. We appreciate the opportunity to be of service to the City and look forward to the possibility of doing so again soon.

Disclaimer

This document was produced by Stantec Consulting Services, Inc. ("Stantec") for the City of Fernandina Beach and is based on a specific scope agreed upon by both parties. Stantec's scope of work and services do not include serving as a "municipal advisor" for purposes of the registration requirements of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission. Stantec is not advising the City of Fernandina Beach, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, terms, or other similar matters concerning such products or issuances.

In preparing this report, Stantec utilized information and data obtained from the City of Fernandina Beach or public and/or industry sources. Stantec has relied on the information and data without independent verification, except only to the extent such verification is expressly described in this document. Any projections of future conditions presented in the document are not intended as predictions, as there may be differences between forecasted and actual results, and those differences may be material.

Additionally, the purpose of this document is to summarize Stantec's analysis and findings related to this project, and it is not intended to address all aspects that may surround the subject area. Therefore, this document may have limitations, assumptions, or reliance on data that are not readily apparent on the face of it. Moreover, the reader should understand that Stantec was called on to provide judgments on a variety of critical factors that are incapable of precise measurement. As such, the use of this document and its findings by the City of Fernandina Beach should only occur after consultation with Stantec, and any use of this document and findings by any other person is done so entirely at their own risk.



1500 W 11th Street
Panama City, FL 32401-1812
850-233-1633 / 850-233-3880 Fax

To whom it may concern:

Coastal Marina Management was formed in 2006 by Scott Burt. Scott has been actively involved in all aspects of the marina industry since 1983 with 25 years of active hands-on management experience of a large marina operation. He brings decades of broad based knowledge of yacht operations, dock systems, maintenance, fueling and, active marina management systems.

Coastal Marina Management (CMM) retains those attributes throughout its operational culture. The company is experienced, focused upon realistic and effective customer service and communication while providing transparent and complete reporting to the client. With the advantage of a relatively small company, CMM retains agility and ability to quickly adjust to changing markets and economic realities such as we are living through now. The company has seen many ups and downs throughout its history and has been able to effectively navigate and succeed through those challenges successfully.

Cornerstone principles:

- Listening carefully. Both to the marina customer and our front line staff (who most often know more about the business than anyone else) and especially our clients.
- Honesty and fairness. No compromise. More important in today's world than ever before.
- Quick response. Time is the enemy. We react and communicate very quickly. Most often personally.
- Transparency. The customer is educated and aware of the facts. The truth is all that matters. We deliver it quickly and accurately.
- Performance and results. We believe in lean, efficient operations while generating client profitability and measured results.
- Eyes on the ball. We never stop reinventing ourselves. Every day.
- Our teams. We're known for our ability to recruit and retain highly motivated team members which personalize our operations to achieve your goals and expectations.

We have effectively managed many different types of marinas throughout the years. From dry-storage operations to large yacht marinas to boat repair facilities and lake based operations.



1500 W 11th Street
Panama City, FL 32401-1812
850-233-1633 / 850-233-3880 Fax

The company is experienced with the recruitment, leasing and oversight of restaurant and retail outlets as well as attracting other revenue generating marine operations. CMM is very familiar and vested in transient yacht traffic and known for creative and revenue producing dockage solutions.

Finally. CMM is well versed in the creation and hosting of marine events both internally and externally. We have the knowledge, flexibility and experience to assist and develop with small and large people-centered functions.

We would appreciate the opportunity to meet and discuss further.

Respectfully submitted,

Scott Burt, CMM Marinas.



1500 W 11th Street
Panama City, FL 32401-1812
850-233-1633 / 850-233-3880 Fax

Comparable projects:

Skull Creek Marina, Hilton Head Island. Took the project under management for the foreclosing bank. Re-organized, re-built dock office, moved operations to that location. Built favorable and respectful relationship with slip owner association and leased out boatyard while re-positioning the property for eventual sale.

Contact Susan Pope: (404) 626-6187

The Wharf Marina, Orange Beach Alabama. Brought project out of foreclosure, repositioned and assisted with sale to current owner. Have operated and developed/managed the marina for 8 years. Very successful and profitable operation with commercial tour boats, boat rentals, boat brokerages, very well established transient yacht location. Established highly successful branding and nationally recognized special events.

Kristen Hammack (225) 215-8265

Marker One Marina, Dunedin, Florida. Assisted current owner with purchase. Executed turn around to profitability and managed re-design and oversaw construction of Phase II adding 300 dry stack racks and 30 in water lift slips. Expanded retail presence and grew business to 90% occupancy (today).

David Finkelstein (713) 443-6853



1500 W 11th Street
Panama City, FL 32401-1812
850-233-1633 / 850-233-3880 Fax

Coastal Marina Management (CMM) is pleased to offer this proposal to operate and manage the Fernandina Beach Marina in exchange for:

- \$7,000 per month base management fee.
- 1% of gross dockage receipts.
- 75% of retail of Gross Retail Sales (including fuel, ice, oil sundries and miscellaneous sales).

CMM will lease the retail store and fuel dock from the City at a mutually acceptable agreed upon price.

Why CMM?

We bring the necessary experience, knowledge and customer-centered passion necessary to work with the City of Fernandina Beach to grow the marina and meet/exceed expectations. We have the proven track record of being able to work on challenging "turn around" projects while being able to quickly change tactics to react effectively to changing markets. We are a small company, but we effectively leverage that to our advantage in three ways:

- As owner of the company I am personally involved and make frequent site visits and inspections.
- Our management team is not "top-heavy". All of us at CMM focus on individual client needs and make each project we take personal to us. *"If it's important to the client – it's very important to us"*.
- We're passionate about what we do. And dead serious about our reputation and that of our clients.

Finally. We're surprisingly well known throughout the industry. Our breadth of industry knowledge and contacts is well documented and far reaching. We have operated marinas for a long time and been involved in the construction/design and rebuilds of a variety of different types. Further, we've weathered the worst Mother Nature can throw at us after suffering a direct hit from the most recent CAT 5 to hit the Gulf Coast. Our two managed marinas in Panama City were directly in the eye-wall path of Hurricane Michael. With our hands-on approach and day-to-day management our marinas were the first to recover and be fully operational following the event *in a record sixth months*.

We'd sincerely appreciate the opportunity to work for you.

Respectfully submitted.

William D "Scott" Burt.

**CITY OF FERNANDINA BEACH
REQUEST FOR PROPOSAL 2020-02
MANAGING AND/OR LEASING MARINA FACILITIES**

EXHIBITS

EXHIBIT "A"	Contact Sheet
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
REQUEST FOR PROPOSAL 2020-02
MANAGING AND/OR LEASING MARINA FACILITIES**

EXHIBIT "A"
CONTACT SHEET

Name: Coastal Marina Management, LLC

Federal Taxpayer ID: 20-4685190

Mailing Address: 1500 W. 11th Street

City, State, & Zip Code: Panama City, FL 32401

Telephone: 850-233-1633 **Fax:** 850-233-3880

Email: Scott@CMMMarinas.com

Submitted By: William D. Burt

Title: Manager

FIRM Accepts Credit Cards*: Yes ☒ No

Accounting Contact:

Name: Debra Altman **Title:** Comptroller

Email Address: Debra@CMMMarinas.com **Phone:** 850-233-1633

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

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

**CITY OF FERNANDINA BEACH
REQUEST FOR PROPOSAL 2020-02
MANAGING AND/OR LEASING MARINA FACILITIES**

EXHIBIT "B"

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

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

1. This sworn statement is submitted with Bid, Proposal or Contract for RFP 2020-02.
2. This sworn statement is submitted by (entity) Coastal Marina Management, LLC whose business address is 1500 W. 11th Street Panama City, FL 32401 and (if applicable) Federal Employer Identification Number (FEIN) is 20-4685190 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)
3. My name is William D. Burt and my relationship to the entity named above is 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.

**CITY OF FERNANDINA BEACH
REQUEST FOR PROPOSAL 2020-02
MANAGING AND/OR LEASING MARINA FACILITIES**

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.

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.)

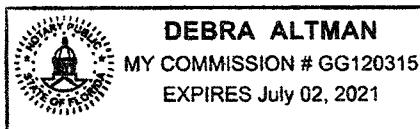
☐ The person or affiliate was placed on the convicted FIRM list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted FIRM list. (Please attach a copy of the final order.)

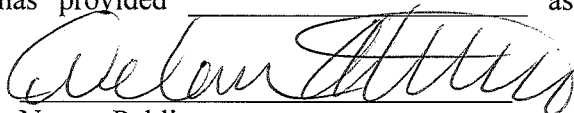
☐ The person or affiliate has not been placed on the convicted FIRM list. (Please describe any action taken by, or pending with, the Department of General Services.)


Signature _____ Date: 4/21/20

STATE OF FLORIDA
COUNTY OF Bay

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 21 day of April, 2020, and is personally known to me, or has provided _____ as identification.




Notary Public
My Commission expires: 7/2/2021

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

**CITY OF FERNANDINA BEACH
REQUEST FOR PROPOSAL 2020-02
MANAGING AND/OR LEASING MARINA FACILITIES**

EXHIBIT "C"

DRUG-FREE WORKPLACE CERTIFICATION

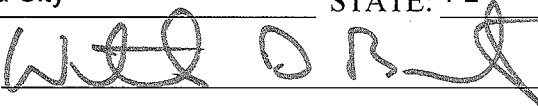
The below-signed INDIVIDUAL/FIRM certifies that it has implemented a drug-free workplace program. In order to have a drug-free workplace prepare, a business shall:

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: Coastal Marina Management, LLC

CITY: Panama City STATE: FL ZIP CODE: 32401

SIGNATURE:  PHONE: 850-233-1633

NAME (TYPED OR PRINTED): William D. Burt TITLE: Manager

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

**CITY OF FERNANDINA BEACH
REQUEST FOR PROPOSAL 2020-02
MANAGING AND/OR LEASING MARINA FACILITIES**

EXHIBIT "D"

CITY OF FERNANDINA BEACH, FLORIDA



E-VERIFY STATEMENT

Bid/Proposal Number: RFP 2020-02

Project Description: Managing and/or Leasing Marina Facilities

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: Coastal Marina Management, LLC

Authorized Signature: Will D B

Title: Manager

Date: 04/21/2020

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

**CITY OF FERNANDINA BEACH
REQUEST FOR PROPOSAL 2020-02
MANAGING AND/OR LEASING MARINA FACILITIES**

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: William D. Burt Title: Manager

Signature:  Date: 04/21/2020

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

**CITY OF FERNANDINA BEACH
REQUEST FOR PROPOSAL 2020-02
MANAGING AND/OR LEASING MARINA FACILITIES**

EXHIBIT "F"
CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with Bid, Proposal or Contract for RFP 2020-02.

This sworn statement is submitted by (entity) Coastal Marina Management, LLC whose business address is 1500 W. 11th Street Panama City, FL 32401 and (if applicable) Federal Employer Identification Number (FEIN) is 20-4685190 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is William D. Burt and my relationship to the entity named above is Manager.

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

W D Burt 4/21/20
Signature Date:

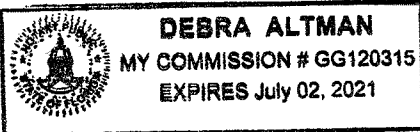
STATE OF FLORIDA
COUNTY OF Bay

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 21 day of April, 2020, and is personally known to me, or has provided _____ as identification.

Debra Altman
Notary Signature

My Commission expires: 7/2/2021

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL



**CITY OF FERNANDINA BEACH
REQUEST FOR PROPOSAL 2020-02
MANAGING AND/OR LEASING MARINA FACILITIES**

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.

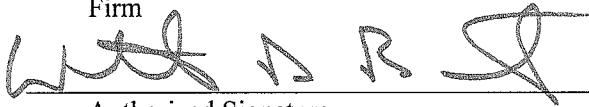
I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this proposal for the City of Fernandina Beach.

Coastal Marina Management, LLC

04/21/2020

Firm

Date



William D. Burt, Manager

Authorized Signature

Printed or Typed Name and Title

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL



1500 W 11th Street
Panama City, FL 32401-1812
850-233-1633 / 850-233-3880 Fax

Business Transition Checklist

- Corporate Ownership?
- Establish appropriate staffing level – Adjust to Seasonality.
- Tax ID number.
- Operating Account. Check signature cards. (Online banking and wire transfer ability)
- Order QuickBooks checks.
- Determine which version of QuickBooks. Update?
- A/R determine and secure. Collect/establish policy.
- Customer communication.
- Manager/company cell phone. Internal handheld radios?
- Liquor License?
- Insurance (G/L, Property and MOLL) add to CMM Master policy. W/C issues/claims outstanding?
- Paylocity employee transfer. Payroll information/existing compensation/date of last increase/amount.
- CMM handbook and employment practices/benefits.
- Submerged Land Lease transfer – Current/Compliance Issues?
- Merchant account and credit card processing.
- PCI compliance?
- QuickBooks, Marina Office and Point of Sale operating software.
- It Tunnel access (Josh Burnett).
- Web site, update, transfer control and access to Rick.
- Establish CMM email accounts.
- Utility accounts, vendor, service, waste disposal and fuel providers.
- Create Press Release ASAP.
- CMM Handbook distribution and employee background checks.
- Employee meeting to establish CMM expectations.
- Operating hours? Correct?
- Rekey property.



1500 W 11th Street
Panama City, FL 32401-1812
850-233-1633 / 850-233-3880 Fax

Business Transition Checklist

- Security system? Update passwords.
- Change emergency contact information with local first responders.
- Marina records. Secure?
- Secure/record all computers. Copy data ASAP.
- Equipment service, safety inspection records/service contracts.
- Fuel system registration update, monthly inspections.
- MSD data sheets.
- Fire protection system inspection current.
- Petty cash? Establish receipt policy.
- On site safe?
- Inventory entire marina, tools, supplies, ships store inventory, shop parts.
- Video entire property at transition.
- Social media? Facebook, Twitter access & passwords.
- Review Internet security, Wi-Fi and firewall.
- Computer back up procedures. Current?
- Daily safety equipment checklists.
- Heavy equipment service records. Current?
- Employee safety program? Equipment operator training?
- Safety compliance walkthrough/inspection with Insurance Underwriter and W/C carrier.
- Customer Service Training – Establish Expectations.
- Establish Property Daily Operating Procedures/Standards/Checklists.
- Chain of Command/Communications.
- Establish Storm/Emergency Protocols.
- Review Vendor/Customer Contracts.
- Subcontractor Insurance? Check-In/Check-Out Policy.
- Employee Parking Expectations.
- Establish Marketing/Promotional Plan for Client.



1500 W 11th Street
Panama City, FL 32401-1812
850-233-1633 / 850-233-3880 Fax

Professional Backgrounds of Personnel:

Donnie Chesscher – Operations Manager/Lead Project Manager

Donnie grew up on the water along the Alabama Gulf Coast before joining the Navy and serving our country overseas as a Corpsman in Iraq. Those five years taught critical thinking skills, in a very high-pressure environment that he still relies on today. After spending ten years in the private medical sector in California, he missed his Alabama family, as well as the salty sea breezes and joined our team in 2015 at the Wharf Marina in Orange Beach, Alabama. He oversees our day-to-day operations and with his hands-on experience Donnie is able to provide Coastal Marina clients with project management in the areas of:

- New Fuel System Installations
- Upgrade/Repair/Replace Dock Utilities and Support Structures
- Customized Slip Configuration
- Master Planning for Dockage to Maximize Revenue
- Office Technology, Networking, IT and Property Fiber Infrastructure

Donnie is also responsible for on-site operations during all Wheels Up special events including:

- Pre-Event Logistics
- Set-Up and Breakdown of Event Displays and Structures
- Schedule/Manage Event Team Members
- Site Inspection Both Pre and Post Event

Although operations are his specialty, Donnie's management style also ensures all team members feel valued while being held accountable to Coastal Marina Management's highest industry standards in both marina management and special events.

Scott Burt – Managing Member

Scott has over 46 year's professional experience in the marina business. He is well versed in dry storage, harbor and marina management, yacht and commercial vessel operations and special event promotion. Scott believes in the integration of upland amenities with marina operations and the connectivity of marine components such as comparable marinas and yacht clubs, boat dealerships and marine service centers.



1500 W 11th Street
Panama City, FL 32401-1812
850-233-1633 / 850-233-3880 Fax

He has:

- Served on the steering committee with the State of Florida Department of Environmental Protection to create the widely recognized and acclaimed certified Clean Marina Program.
- Been recognized as a Certified Marina Manager.
- Maintained an active membership of the Association of Marine Industries since 1985.
- Served as Director of the North West Florida Marine Industries Association.
- Past Chairman of the Northwest Florida Marine Trades Association. During his term as Chairman, membership in the Association grew by 20%.

In 2006 Scott created Coastal Marina Management which offers effective and creative management solutions for today's waterfront marine developments. CMM's mission is to be an active and passionate advocate of the boating lifestyle by delivering across-the-board service, dynamic marina management, innovative consulting for waterfront development and design, and exciting special events.

Presently CMM operates seven marinas, five of which are located in Florida, one in Alabama and one in Texas. The CMM managed marina family represents a combined excess of 3500 racks/slips under management consisting of upland amenities, nationally recognized fishing tournaments, boat shows, boatyard repair facilities and major transient yacht destinations.

Debra Altman – Comptroller

Responsible for all financial and accounting functions, Debra is the senior financial officer of CMM and its affiliate, Wheels Up Events. Very knowledgeable of the marine industry and well connected to clients and managers alike, she comes from a long history of financial management over the past 19 years. Graduating in 2005 with her Business Administration degree, she's been responsible for the oversight of complicated business operations since.

She believes in:

- Strong fiscal controls and procedure adherence.
- Effective communication.
- Accuracy and complete transparency.
- Quick response/follow up.
- Timely and concise financial reporting.
- "Boots on the ground" marina training and inspections.



1500 W 11th Street
Panama City, FL 32401-1812
850-233-1633 / 850-233-3880 Fax

Since joining CMM in April of 2015, Debra has established:

- Contiguous use of one marina management software throughout all CMM managed properties.
- Developed a single source IT management and security system.
- Third level independent manual audit trail for major Sportfishing tournaments.
- Created internal chain of command and system process.

Debra excels at training and building redundancy within the financial controls and reporting side of the company. Never one to miss an opportunity to grow and develop team members to the best of their abilities, she is very organized, creative and holds everyone accountable to her high performing standards. Unique in her industry, she understands how important it is to travel to each marina property and inspect/train the onsite staff personally and directly. Married to her husband Steve, Debra enjoys boating on her pontoon boat and motorcycling on their Harley Davidson.

Ashley Claypole – Human Resources & Events Coordinator

A long time Floridian, Ashley oversees human resources and is responsible for employee management. Highly organized and methodical, she oversees and handles all things related to payroll, employee benefits, currency and employee communications. She believes in:

- Structured and methodical employee relations.
- Complete transparency.
- Consistent communications.
- Corporate fairness.
- Employee benefit planning/management and implementation.

Additionally, Ashley serves as the Events Coordinator for all special events and fishing tournaments/boats organized by CMM and Wheels Up Events. She excels at implementing and programing fishing competition scorekeeping and complex optional entry registrations. Multi-tasking comes naturally to her.

Among the many talents she exemplifies are:

- Multiple roles within the scorekeeping of high-end Billfish tournament with million-dollar purses.
- Creative spreadsheet solutions to complex tournament optional entry programs.
- Tracking and communications with boat show sponsors and exhibitors.

A consummate Mom (yes, she drives a minivan) Ashley excels at maintaining her work/life balance, remaining 100% focused on her husband Ryan, and her two children Coral and Reef.



MARINA MANAGEMENT PROPOSAL

FERNANDINA
BEACH
MARINA

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 1
For
RFP 2020-02 MARINA MANAGEMENT-LEASING

City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034

ADDENDUM No. 1

The following changes are applicable to the original RFP documents and specifications of **RFP 2020-02**. This Addendum No.1 now becomes part of the original Request for Proposal and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting the proposal. Failure to do so may disqualify the submittal.

Submitters shall thoroughly familiarize themselves with the contents of this Addendum before submitting the proposal.

NAME: John Matheson **TITLE:** President

ADDRESS: 252 E. Highland Avenue

CITY: Milwaukee **STATE:** WI

AUTHORIZED SIGNATURE:  **DATE:** 4/27/20

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 1
For
RFP 2020-02 MARINA MANAGEMENT-LEASING

1. The RFP opening will be extended until April 30, 2020 at 2:00pm.
2. The budge for this can be found at <https://www.fbfl.us/417/Budget>.
3. Current contract attached.

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 2
For
RFP 2020-02 MARINA MANAGEMENT-LEASING

City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034

ADDENDUM No. 2

The following changes are applicable to the original RFP documents and specifications of **RFP 2020-02**. This Addendum No.2 now becomes part of the original Request for Proposal and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting the proposal. Failure to do so may disqualify the submittal.

Submitters shall thoroughly familiarize themselves with the contents of this Addendum before submitting the proposal.

NAME: John Matheson **TITLE:** President

ADDRESS: 252 E. Highland Avenue

CITY: Milwaukee **STATE:** Wisconsin

AUTHORIZED SIGNATURE:  **DATE:** 4/27/20

**CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 2
For
RFP 2020-02 MARINA MANAGEMENT-LEASING**

Due to the COVID 19 restrictions, City facilities are closed to the public. Hand Delivered submittals will not be accepted. Only mailed or packaged submissions will be accepted.

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 3
For
RFP 2020-02 MARINA MANAGEMENT-LEASING

City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034

ADDENDUM No. 3

The following changes are applicable to the original RFP documents and specifications of **RFP 2020-02**. This Addendum No.3 now becomes part of the original Request for Proposal and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting the proposal. Failure to do so may disqualify the submittal.

Submitters shall thoroughly familiarize themselves with the contents of this Addendum before submitting the proposal.

NAME: John Matheson **TITLE:** President

ADDRESS: 252 E. Highland Avenue

CITY: Milwaukee **STATE:** WI

AUTHORIZED SIGNATURE:  **DATE:** 4/27/20

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 3
For
RFP 2020-02 MARINA MANAGEMENT-LEASING

1. Will electronic submission be allowed? **Not at this time.**
2. Can we get a copy of the current agreement between the city and Westrec?
The current Westrec lease is included in Addendum No. 2 on the City website.
3. Is there a P&L for the last fiscal year or past year on just the marinas performance?
This information can be found at <https://www.fbfl.us/documentcenterii.asp>, Finance folder to Audit folder.

TABLE OF CONTENTS

SECTION ONE 9

Introductory Narrative

SECTION TWO 12

Work History Examples

SECTION THREE 16

Professional Background

SECTION FOUR 20

Approach & Operations

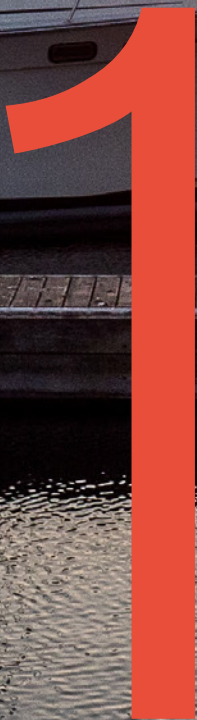
SECTION FIVE 48

Appendix: Exhibits A-H



INTRODUCTORY NARRATIVE

FERNANDINA
BEACH
MARINA



REEFPPOINT MARINA
921 Slips on Lake Michigan

SECTION ONE

INTRODUCTORY
NARRATIVE

FERNANDINA BEACH MARINA

With reconstructed docks, the City of Fernandina Beach Marina is positioned to be a viable and financially productive marina for many years into the future. However, new dockage alone will not solve the challenges facing the City. Even with FEMA reimbursement, the City will still have millions in debt that must be paid placing a higher revenue expectation from the marina. Additionally, the marina should be integrated with the waterfront park and downtown business community, so they operate as a cohesive amenity, not only for boaters, but for all residents and visitors.

F3 Marina was formed and structured specifically to meet the unique needs of public-owned marinas. We understand that marinas are one of many amenities in a community and they should be integrated as much as possible. This is especially true for Fernandina Beach with the investment in the waterfront park and the proximity to the downtown businesses. While the financial contribution from the marina is a priority, as it should be, a well-managed marina is extremely important as a community amenity as well and should be managed with this in mind. This is easier said than done.

Successful management of marinas have become more sophisticated and specialized over the past 15 years for a number of reasons. Boaters have higher expectations, there is more competition and capital costs have increased putting a financial strain on marina owners. The only way to pay for the increased costs is to increase revenue through higher occupancy and steady increases in rates. This is where problems occur for many operators. Boaters will gravitate to marinas that provide an experience that meets their high expectations. New facilities and infrastructure is important but not enough. The advertising/branding, interaction with staff, amenities, and personal attention are all extremely important to maintain revenue growth. Achieving this level of service and professionalism is not easy unless the management firm has a culture of hospitality and a strong process for training and quality control.

Our approach for management of the City of Fernandina Beach Marina is as follows:

- Maximize marina revenue through increased occupancy with aggressive, professional marketing
- Improve the awareness and enhance the image of the marina and community
- Protect the physical assets for the long-term through planned maintenance
- Have a portion of the management fee “at risk” based on financial performance of marina
- Leverage other F3 Marina managed marinas to increase transient traffic.

The transient boater community is a critical element for the success and growth in occupancy for the Fernandina Beach Marina. F3 Managed marinas in Daytona Beach (Halifax Harbor Marina) with 575 slips and Titusville Marina with 200 slips enjoy strong transient boaters that migrate up and down the East Coast. Promoting the City of Fernandina Beach Marina at these marinas will assist in growing transient traffic along with the more local visitors.

SECTION ONE

INTRODUCTORY
NARRATIVE

Our ability to market and increase occupancy for city owned marinas is a strong point in our success as demonstrated with the marina examples included in this proposal. Reefpoint saw occupancy jump by 260 boaters within 4 years and Titusville went from 49% occupancy at our start to 97% within 14 months and it has stayed there for 4 years and three rate increases. Halifax has only been under F3 Marina management for under a year but has benefited from much needed upgrades in marketing, visual appeal and occupancy.

It is our belief to form long-lasting partnerships with our clients through doing what we say we will do and providing sound strategic advice. Our proposal demonstrates our willingness to put a notable portion of our management fee at risk, only to be earned if successful in growing revenue. Our first year is likely a break-even year for us as we expect to perform and benefit through greater revenue growth in the future. This is due to our confidence in the ability in our marketing team to generate high demand through strong marketing and exceptional customer care to boaters.

We also know that while the marketing brings them to the marina, it is the experience they encounter while at the marina that cause them to return and spread the word. This takes the right people and a comprehensive training program. While many operators do not invest in oversight and training, our approach has been to employ an active management style to coach, train and challenge our managers to think creatively to solve the goals set out with marina ownership. This will certainly be the case for Fernandina Beach Marina if F3 Marina was the winning bidder. Our Vice President of Marina, Alain Giudice, who runs the entire marina operation throughout the U.S. and South American lives just a few hours away from Fernandina Beach in Florida. Our Regional Manager, Tom Lawson in Titusville and Dave Cronin, Manager in Daytona all will be contributing as a team as well. Part of our training and ongoing management is to bring other F3 Marina managers on-site to offer a different perspective for ways to improve. This will be the case with Fernandina Beach Marina. Not only will other managers visit the marina, but the FBM manager will visit other F3 Managed marinas to take the best of what we do elsewhere that can apply to Fernandina Beach Marina.

A key value we bring with our style of management is timely, accurate and meaningful reporting. We not only create a well-conceived budget but work with our client to define goals for the upcoming year. In addition to the detailed monthly reports, all our properties provide a one-page executive summary reports each week of key metrics such as transient visits, fuel and ships store sales, marketing efforts and operational issues. Our clients find this very helpful to keep tabs on the marina while waiting for the monthly report.

Lastly, our company is part of a larger real estate firm, Founders 3 Real Estate Services. Since 1995 we have provided advice and management and brokerage to developers and owners of commercial real estate including public general aviation airports. This capability allows us to understand upland development and better integrate with other private developers to benefit the entire waterfront.

It is our belief that we offer the strongest capabilities for achieving the goals for the City at Fernandina Beach Marina. We look forward to the opportunity to add Fernandina Beach Marina to our growing list of success stories.



WORK
HISTORY
EXAMPLES

FERNANDINA
BEACH
MARINA

HARBOR CENTRE MARINA
280 Slips on Lake Michigan

WORK HISTORY EXAMPLES

TITUSVILLE MARINA

TITUSVILLE, FLORIDA



Overview

The City of Titusville owns and managed the Titusville Municipal Marina near Kennedy Space Center in Florida. With occupancy around 49% and declining revenue, the City was struggling with how to improve occupancy and the financial performance. Additionally, the marina is aging and has a tired visual appearance and staff that lacked good leadership and a service culture. F3 Marina was selected after a national bidding process and started in October, 2015.

Strategy & Results

- Occupancy improved from 49% to 93% within 14 months of takeover.
- Marina currently runs at or above 97% occupied.
- Made cosmetic upgrades to grounds and buildings, remodeled ships store improving sales, improved overall visual appeal.
- New leadership and staff have created a dramatically improved image for the Marina.
- City considers the Marina an “outsourcing success story” for the City.
- Purchased new marina software
- Installed security gates at all docks. Installed all new landscaping - painted buildings
- Converted old manager's office into a boater's lounge for customers
- Remodeled all restrooms/showers. Renovated laundry room and purchased new washers/dryers.
- Coordinated with city and FEMA to complete repairs to docks after hurricane Matthew
- Remodeled ship store - increased sales
- Completely overhauled mooring field with new, improved equipment to lower maintenance costs and increase usage.
- Purchased new fuel dispensers
- With increased occupancy and revenue, the marina was able to pay off all debt due to city
- Currently constructing new 800 sq. ft. multi-use building



Owner/Reference

The City of Titusville, Florida - Tom Abbate, Assistant City Manager | p: 321.567.3702

WORK HISTORY EXAMPLES

HALIFAX HARBOR MARINA

DAYTONA BEACH, FLORIDA



Overview

Located in the heart of Daytona Beach, Florida, this 550-slip 60-acre property is owned by the City of Daytona Beach and professionally managed by F3 Marina. Halifax Harbor provides year-round docking facilities for boaters seeking a permanent slip, as well as seasonal or overnight accommodations. Ideally located right off the Intracoastal Waterway, the Marina is just a short ride to the open ocean. Enjoy easy access to nearby shopping, restaurants, and entertainment — located just minutes from Daytona International Speedway, Daytona International Airport, the World's Most Famous Beach and the quaint, picturesque waterfront Downtown.

Strategy & Results

- Cost effective repairs of deferred R&M projects. Using our marine industry knowledge and experience to purchase needed parts and labor in a cost effective and efficient process.
- A/R Proactive approaches and marina specific software used to cleanup of old and delinquent accounts as well as accurately track current accounts.
- Capital projects. In partnership with CODB, Identifying the needed improvements and prioritizing them to work within seasonal fluctuations and operational budgets.
- Providing accurate and timely reports tracking financials and operations activity.
- Occupancy. Increasing occupancy thru target marketing to attract and retain a desired customer base. Using analytics to establish the correct mix of dedicated slips for transient and seasonal customers.

Owner/Reference

The City of Daytona Beach - Michael A. Stallwood, Business Enterprise Management Director
e: stallworthm@cobd.us | p: 386.671.8075

WORK HISTORY EXAMPLES

REEFPPOINT MARINA

RACINE, WISCONSIN



Overview

Reefpoint Marina, owned by Racine County, located on Lake Michigan in Racine, Wisconsin, is a 921 slip marina that has served southeastern Wisconsin and the Chicago markets since the late 1980s. While ReefPoint has a good reputation, the property had fallen into disrepair with declining occupancy and operated at a loss. In May 2013, F3 Marina was hired to manage and revitalize this iconic Facility.

Strategy

- Replace staff with a much more hospitality focused team including leadership.
- Formulated high standards for marina physical well-being and maintenance/visual appeal along with accountable staff to monitor daily.
- Placed a focus on boater interaction and delivering “Memorable Moments” of exceeding service with boaters.
- Re-brand marina with new graphics, web-site, social media, and industry advertising.
- Work with Charter fishing fleet to improve services and relations.
- Design a program of events to foster loyalty through boater interaction and entertainment.
- Form close relationships with local groups and associations such as downtown association, Chamber of Commerce and others to work together on programs.
- Increased fees to allow for increased cash flow to make continued property improvements while also increasing occupancy.

Results

- Total revenue increased by 37% since 2013.
- Occupancy growth from 189 to 524 since 2013.
- Transient slip increase of 203% since 2013.
- Ship store revenue increase of 226% since 2014.

Owner/Reference

Racine County - Michael Lanzdorf, Racine County Corporate Council
e: michael.lanzdorf@racinecounty.com | p: 262-636-3115





PROFESSIONAL
BACKGROUND

FERNANDINA
BEACH
MARINA

3

EGG HARBOR MARINA
85 Slips on Lake Michigan

SECTION THREE

KEY PERSONNEL



QUALIFIED PROFESSIONALS

JOHN MATHESON, PRESIDENT

Mr. Matheson is a principal at Founders 3 Real Estate Services. Since 1983, John has dedicated his professional career to improving the performance and value of commercial real estate. Over a span of nearly 20 years at Simon Property Group, Balcors, and Insignia/ESG, John worked with and contributed to some of the best real estate operational and management systems in the business. His responsibilities included management of very high performing enclosed malls, full renovations, re-positioning and marketing/branding efforts.

John specializes in the growth and performance of the F3 Marina brand of management services. He has been instrumental in expanding marina assignments throughout the U.S. and internationally. A long-time boater, he understands the boaters perspective as well as the marina owner. John joined the company as Executive Vice President and became a Partner in 2002, to bring a retail expertise to the firm and oversee the day to day operations. During that time, the firm had grown from 30 employees in Milwaukee in 2002, to a staff of over 200 spanning 5 states. In his current role as Principal, John's focus is to create a platform for continued growth by providing clients with a consistently high quality service and developing good leadership with an emphasis on innovation within the organization. He also plays a key role in the growth of the Marina and Aviation divisions as they expand throughout the U.S. and international locations.

He is the licensed broker of record for the company, Certified Property Manager (CPM), Certified Marketing Director (CMD), International Council of Shopping Centers (ICSC), member of the Association of Marina Industries (AMI) International Marina Institute (IMI), and Institute of Real Estate Management (IREM) and holds a B.S. from the Indiana University School of Business.

SECTION THREE

KEY PERSONNEL



ALAIN GIUDICE, SR. VICE PRESIDENT MARINA DIVISION

Alain has over 25 years of experience in the marina and hospitality industries; developing and managing marinas around the world. He began as a first officer on a 108 ft sailing yacht eventually moving on to manage the Puerto Del Ray Marina and El Conquistador Resort and Country Club in Fajardo, Puerto Rico then the Boca Raton Resort and Club Marina in Florida, where under his leadership, the Resort earned a #1 in the world rating by Robb Report. For 5 years, Alain served as Director of Marina Operations at the Atlantis Resort Paradise Island in Nassau. His role as Operations Director for Camper & Nicholsons Marinas International Ltd. took Alain to Sanya, China, Grenada, Turkey, Egypt and the United Arab Emirates, where the company developed, consulted and set up operations for their worldwide marina clientele. Alain collaborated in the design and development as well as the management of the Faro Blanco Resort and Yacht Club Marina in Marathon Key, Florida.

Throughout his career Alain has been involved in sales and marketing, business planning and development, operations management, finance, property expansion, staff training and development, and has organized and hosted international yachting and boat shows. He has a wide range of experience in client relations and has acted as liaison to captains, crew, charter and yacht brokers, government officials and yacht owners.

Alain oversees the day to day operations of F3 Marina, the Marina Management division of Founders 3, including marina set-up, quality control, hiring and implementation of our procedures & core values. His 25+ years of experience provides our managed marinas with insight, advice and assistance in strategic planning and operational performance.



TOM LAWSON, GENERAL MANAGER

Tom Lawson joined the F3 Marina Team as General Manager of Titusville Marina in September 2015 with over 15 years of marina management experience in both private and public sector, and is a Certified Marina Manager (CMM) through the Association of Marine Industries.

Prior to joining F3 Marina Tom developed an extensive background in management, budgeting and procurement, strategic planning and facilities maintenance throughout his career in the United States Air Force, West End Land & Golf Course Development, Lakeside Yacht Club and Whiskey Island Marina.

Tom began his career in the marina business as a dockhand at Lakeside Yacht Club on Lake Erie in Cleveland, Ohio in 2003. He worked his way up through the ranks to the position of Harbormaster. He left the yacht club to take on the challenge of a county-owned property located in Cleveland, Whiskey Island Marina, with over 60 acres.

At Whiskey Island Marina, Tom Led the recovery and rebuilding operation necessary after the marina was destroyed by Hurricane Sandy in October 2012. Working directly with the Federal Emergency Management Administration (FEMA), he obtained multiple quotes to meet government procurement requirements, negotiated contracts and insurance claims, served as general contractor to oversee permitting, delivery and installation of new docks and utilities, managed the expectations of boaters during construction, and successfully completed the project in time for the 2013 season opening, under budget and in compliance with Federal Emergency Management Administration regulations.

Since taking over the Titusville Marina, Tom has increased the occupancy rate from a low 49% to 100% during its busy season and maintaining at least a 90% occupancy rate throughout the low season. He has increased the revenue from a six-figure loss to a six-figure profit in just two years and has been able to pay down the debt of the marina.

SECTION THREE

KEY PERSONNEL



QUALIFIED PROFESSIONALS

PHIL COOK, MANAGER OF FINANCE & OPERATIONS - MARINA

Phil Cook joined the company in 2013. Phil is responsible for producing timely and accurate monthly financials, managing airport and marina accounting software and ensuring procedures and financial controls are followed. Phil works closely with clients on a monthly customized financial package to suit their specific needs. In addition Phil regularly evaluates systems to ensure continual improvement of aviation and marina operations. He coordinates with all aviation and marina managers on their yearly budget and monthly budget versus actual analysis. Phil oversees aviation and marinas' payables, receivables, banking and treasury management.

Prior to joining the company, Phil worked as an accounting supervisor at Charleston|Orwig, a full service marketing and advertising agency focused on food system client reputation management and marketing integration. His responsibilities included further implementation of a new system for the company and training employees on its functions. He was also instrumental in the improvement and utilization of the new system's reporting to create the overall financial package for the ownership group.

Phil is a current Certified Public Accountant candidate.



LINDSAY LARSON, MARINA ACCOUNTANT

Lindsay Larson joined Founders 3 Management Company in 2016. Lindsay has taken accounting courses at Concordia University and has her A.A.S in Marketing Management. She has six years of experience in the property management field and has worked in various positions in the industry. Prior to joining Founders 3, Lindsay worked at Northland Management Company as their residential relations representative.

Software Expertise:

- QuickBooks Pro & Enterprise – Desktop & Online
- Yardi – Genesis & Voyager
- FSM
- Scribble



DANI MILL, MARKETING SPECIALIST

Dani joined Founders 3 Real Estate Services in early 2018, bringing six years of marketing experience to the team. Dani specializes in marketing, branding and promotional work for the firm, including: website and social media management, PR, advertising, event coordination, creation of marketing collateral and a variety of additional marketing support. She also works closely with the Management Services team to coordinate and implement marketing strategies for the residential, commercial, marina and aviation divisions. Prior to joining the F3 team, Dani worked with a local construction management firm as marketing coordinator.

Dani graduated from UW-Whitewater with a degree in Graphic Design and Marketing.



APPROACH & OPERATIONS

FERNANDINA
BEACH
MARINA

4

TITUSVILLE MARINA
205 Slips on Lake ICW

SECTION FOUR

CORPORATE
OVERVIEWDESCRIPTION OF COMPANY
BACKGROUND & ORGANIZATION

F3 Marina is a division of Founders 3 Real Estate Services based in Milwaukee, Wisconsin. Formerly Siegel-Gallagher Management Company, the firm merged with two commercial brokerage companies in 2017 to create a powerful full service real estate and marina management company. Since 1995, companies throughout the U.S. had come to rely on our commitment to meet their real estate needs. With this merger, we have improved our ability to focus on creative problem solving and building long-term relationships to expertly guide our clients on the journey to reach their ultimate real estate goals.

Founders 3 Real Estate Services is a premier, full-service real estate firm offering a full menu of brokerage and property management services that include the following:

Property Management for:

- Aviation (F3 Aviation)
 - Construction Management
 - Airport Management
 - Strategic Planning
- Industrial
- Marina (F3 Marina)
 - Feasibility
 - Design
 - Construction Management
 - Commissioning/Branding Marketing
 - Management
 - Redevelopment
- Office
- Residential
- Retail
- Leasing and Brokerage Services
- Building Maintenance
- Equipment Upgrades and Retrofits
- Investment Sales: Multi-family, Retail, Office, Industrial, & Land
- Turn-around Specialists
- Lease-up Expertise
- Construction Management
- Asset Management
- Development Consultation
- Tenant Services
- Energy Management Solutions
- Troubled Assets: Receiverships and Workouts

SECTION FOUR

CORPORATE
OVERVIEW

OUR PROMISE

We treat your business as we would our own, with direct engagement from the top down, value at every level, an unwavering commitment to the highest standards, and a robust appetite for making GREAT happen.

OUR VISION

We believe in the relentless pursuit of perfection and the value it brings to our clients, our community and ourselves.

HOW WE SUCCEED

We are intently focused on creating value for our clients and are dedicated to continually improving our company and ourselves by practicing C.A.R.E. in everything we do.

COMMITMENT to our clients, company & community

ACCOUNTABILITY for our actions & results

RESPECT for ourselves & others

EXCELLENCE in all we do

INSTITUTIONAL EXPERTISE, BOUTIQUE SERVICES

Founders 3 has become a management powerhouse for clients large and small; public, institutional, non-profit, mom-and-pop. Now managing more than 5 million commercial square feet, 5,000 apartment units and 4,000 marina slips and our brokerage group represents 52 national retailers and 150 landlords. We believe our sole purpose is to focus on our clients and create the best possible experience by making real estate understandable through our attention to detail, user-friendly systems, and belief that their success is our success.

Holding the Accredited Management Organization (AMO) designation from the Institute of Real Estate Management (IREM), Founders 3 joined an elite management fraternity of less than 550 firms globally, managing more than \$123B in assets, more than 1 million residential units and nearly 550 million square feet of commercial space. With 230 employees in the Midwest and South, we continue to expand our reach.

We are results-oriented; we are success-driven; and we are a hard working team of highly qualified real estate professionals, whose combined experience consistently is recognized by awards and accolades, including four Building of the Year Awards through the Building Owners and Managers Association, as well as being named the “Accredited Management Organization (AMO) of the Year” in 2015 by the Institute of Real Estate Management (IREM). Yet, we continue to reflect and recognize, our success begins with our clients and with our belief that in everything we do, we believe in our clients living the life they want, we believe in their peace of mind.

SECTION FOUR

CORPORATE
OVERVIEW

F3 MARINA – OUR ORIGIN

There has been significant changes in the marina marketplace over the past 15 years. Many public and private marinas have been constructed at a pace that has surpassed demand. With more slips than boaters to fill them in many markets, boaters have more choices and will gravitate to those marinas that best can meet their high expectations. Many marinas are also in need of repair to aging infrastructure and face increased costs. To remain competitive, successful marina operators must have a well-conceived strategy to remain successful. This includes incorporating professional and sophisticated programs for customer service, marketing/branding, and profit centers to maximize revenue.

Because of our heavy background in management of residential, retail and commercial, we understand how those industries function. This expertise allows us to better integrate with upland development with events, cross-promotion, and operational decisions so the entire development can act in a coordinated manner.

Many marina operators lack the culture, processes and industry specific knowledge required to remain competitive. Without these skills or a defined strategy for the future, they are not maximizing their potential. Created to fill this void, F3 Marina has specialized skills from over 20 years in marketing/branding, exceptional customer service, and meeting financial goals. Our dedication to achieving our client's vision and gaining their trust has help propel F3 Marina to become a competitive force in marina services on the international stage.

We establish long-term relationships with our clients to achieve their marina related goals through exceptional individualized management built on trust. We deliver a memorable experience for our boaters, provide professional and aggressive marketing, and are ambassadors for the communities in which we work.

SECTION FOUR

CORPORATE
OVERVIEW

OUR PEOPLE

Exceptional management begins with the right people coupled with constant training and a culture that empowers but holds staff accountable. It is only in an environment where people are given the tools to succeed that real progress occurs. F3 Marina only looks for staff that will exhibit the core values of: **C.A.R.E.** – **C**ommitment, **A**ccountability, **R**espect and **E**xcellence with their everyday actions. F3 Marina views marina management as a hospitality function. F3 Marina team members have a passion for the boating lifestyle and doing whatever it takes to make the marinas they manage a success for our clients. Our fully trained professional and uniformed staff will be focused on providing a memorable boating experience to all boaters at every opportunity.

We feel strongly that we must invest in our people through continued training to remain the best. All Marina Managers are required to possess or be working towards their Certified Marina Manager (CMM) or their Certified Marina Operator designation (CMO). This is an internationally recognized designation by the Association of Marina Industries. In addition, each employee also provides a Personal Training Plan that outlines areas of focus for their individualized training and learning. This includes formalized training through classroom study and certifications as well as working internally with company mentors to improve their ability to achieve excellence.

SECTION FOUR

CORPORATE
OVERVIEW

HOW WE ARE DIFFERENT

- Marketing/Branding
- Upland Integration
- Exceptional Service
- Financial Performance

Marketing/Branding

A professional and aggressive marketing program is custom designed for each marina. Designing and executing a strategic marketing plan keeps demand high, maximizing revenue and establishes a brand identity. Through creation and utilization of a professional website, regular use of social media, print advertising and a strong transient program, F3 Marina can ensure the marina is strongly positioned against competition.

Upland Integration

A core expertise of the F3 Marina strategy and part of what sets us apart is our focus on active integration with the local business community as another marina amenity. Through our retail, residential and commercial expertise, we find creative ways to maximize the upland amenities in a manner that creates loyalty with boaters and sets the marina apart.

Exceptional Service

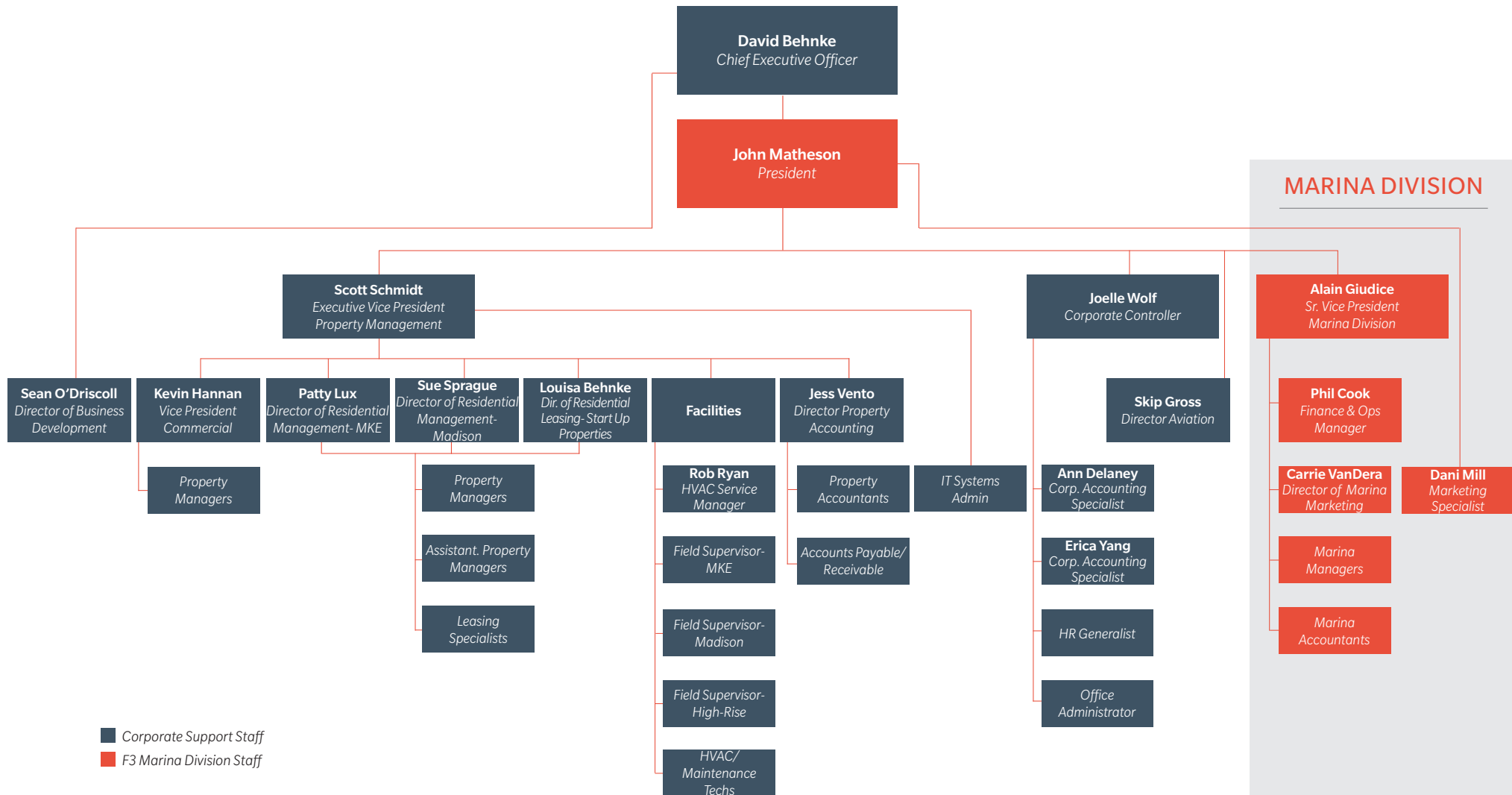
While physical amenities attract boaters, they stay because of the experience delivered by staff. Providing these experiences on a consistent basis can only exist in an organization that includes service as a core part of its culture as we have since 1995. It begins with hiring the right people that can demonstrate hospitality as part of their regular behavior and interpersonal skills. Part of delivering this experience includes events, entertainment, frequent communication and an accessible leadership staff that is engaged with boaters.

Financial Performance

We know how to improve the value and performance of the assets we manage. Strong financial controls, maximizing revenue and planning for the financial sustainability are fundamental strengths within our organization. Detailed annual budgeting, comprehensive monthly reporting, and weekly one-page executive summaries keep ownership fully up to date on key metrics of performance.

CORPORATE OVERVIEW

ORGANIZATIONAL CHART



OUR CURRENT PORTFOLIO

Delivering exceptional marina management services globally.



SECTION FOUR

MANAGEMENT
PLAN

HIRING AND TRAINING

It is anticipated that existing staff at the Marina will have interest to remain in their current roles. Our process for evaluating employees, whether existing staff at the marina or from outside, is extremely important. Successful marina management starts with the right people in the right roles. In addition to possessing the technical abilities and experience, all candidates must demonstrate alignment with our Core Values and Culture.

C.A.R.E. Culture

All employees must understand and exhibit the **C.A.R.E** core values for our company: **C**ommitment, **A**ccountability, **R**espect and **E**xcellence. Commitment to our clients, ourselves, our company and our goals. Accountability for our actions and results; Respect for ourselves, clients, customers and co-workers; and finally, striving for Excellence in all that we do. These values are the basis of how we approach our everyday actions. F3 Marina team members have a passion for the boating lifestyle and doing whatever it takes to make the marinas they manage a success for our clients.

DISC Profile

All candidates are required to take a DISC Survey that defines natural behaviors and traits into a “style characteristic”. Certain roles are better suited for people that possess certain style characteristics. While this is not the only tool used in hiring, it is one of several used to ensure a good fit for a particular role.

Marina Manager Traits

F3 Marina approaches the role of Marina Manager differently than most other operators. Not only are we concerned with their abilities in financial and operational matters, but we place a high value on the ability to effectively collaborate with the many different stakeholders needed to make the marina successful such as boaters, local merchants, non-profits, area residents, visiting boaters, client and vendors. The ability to lead and communicate well is often an afterthought for many marina operators resulting in less than ideal relationships with marina management. The Marina Manager will play a major role in the marketing strategy and building strong relationships with the community.

All Marina Managers are required to possess or be working towards their CMM (Certified Marina Manager). This is an internationally recognized designation by the Association of Marina Industries. We hire and train true leaders in this role that know how to teach others to take ownership of their own roles and success. They involve staff in the goal process and allow them freedom to find solutions to accomplish these goals. Anyone that has staff reporting to them must learn the way to lead, manage and hold people accountable. This way, the marina has the entire staff working in harmony, all trying to reach the same goals.

The Marina Manager role will be accountable for helping define and achieve the specific goals of the Marina, under the direct oversight of Alain Giudice, Sr. Vice President Marina Division.

SECTION FOUR

MANAGEMENT
PLAN

F3 Marina uses an active form of marina oversight to ensure the quality standards and goals are met. The Marina Manager collaborates with Alain Giudice, to determine specific annual and quarterly goals. Once established, a weekly “Traction” meeting with the VP Operations will ensure the Marina Manager is on track with goals.

The hiring of additional staff falls to the Marina Manager under the direction of our corporate Human Resources Department and as allowed by marina budget. F3 Marina will first look to the local community to fill all roles.

Training

Continual training for all of our employees is an important part of our culture. This can take the form of several forms such as internal mentoring/training, formal outside classroom, and industry designations. Each employee is allowed a \$1,000 educational allowance annually and is required to create a personal growth plan that outlines a strategy for professional growth within their specific role with the company. Marina Managers tour other F3 Marinas to gain ideas and further training that benefits their abilities to reach our marina goals.

SECTION FOUR

MANAGEMENT
PLAN

MARKETING PLAN

Creative and aggressive marketing and branding of the marina is a cornerstone of F3 Marina. Our strategy is to not only promote the marina well to maintain strong demand and occupancy, but also promote the City as an amenity. Our approach and capabilities for marina marketing are identified below:

Branding/Logo

- Evaluate the current logo and use.
- Update logo if needed
- Provide a logo use guide that defines proper use for electronic, print, uniforms and other media.

Print Publications Ads

- Design print advertising creative for use in all appropriate marina publications.

Website

The website will reflect the same graphics, look and feel of the print publication and include at a minimum:

- Professional photos of marina, uniformed staff, dockage, events, boaters
- Portal for service requests from boaters
- Link for boaters to obtain slip reservations
- SEO (search engine optimization) to ensure website is listed near top for specified search words
- Listing of area amenities
- Photos of marina and events
- Links and information on marina weather and other appropriate information

Social Media

The primary role for the Facebook account will be to provide updated information to existing and potential boaters and be a source for information boaters can turn to for events and activities regarding the Marina. Additionally, posts will include not only Marina related activities, but also happenings at upland businesses and organizations and from the general local community. Posts from Marina staff will be at least weekly to provide boaters with a sense of activity at the Marina.

MARKETING/BRANDING

SAMPLE PRINT MATERIAL



ReefPoint MARINA
RACINE • WISCONSIN

A first class destination
this beautiful safe deep water marina features
exceptional amenities with superior customer service.

“...after a 3 year break from ReefPoint...We met the NEW operators...I have had a few requests and they really mean it when they ask if you need anything. We are back and here forever...most of our friends are still here and we couldn't be happier.” -Jeff Krueger, ReefPoint Boater

Only a Short Walk to Historic Racine for Shopping, Dining & Entertainment
Outdoor Heated Pool / Hot Tubs
Newly Remodeled Restrooms
Fuel Dock / Free Pump Out
New Onsite Restaurant
New Boater's Lounge
Fish Cleaning Station
Grills / Picnic Areas
New Boater Store
Free WiFi

OWNED BY
reefpointmarina.org
2 Christopher Columbus Causeway
Racine, Wisconsin
www.reefpointmarina.org
Phone: 262.633.7177

conveniently located between Milwaukee & Chicago



SLIP REFERRAL DISCOUNT PROGRAM

Refer a friend and receive a \$200 discount

For every friend you refer that signs a slip contract with us they will receive a \$200 slip fee discount and you will receive \$200 off next season's fees.

Offer valid April 1st thru September 30.

Call Terri at 847.244.3133 for full details.

35 South Harbor Place, Waukegan, IL 60085
T. 847.244.3133 | waukeganharbor.com

Waukegan Harbor & Marina
PORT DISTRICT
Waukegan, IL




AMENITIES ABOARD

WELCOME GUESTS

OFFICE & SHIP STORE HOURS
The office is open 9AM - 5PM
Normal Day (Monday - Friday) 9:00AM to 5:00PM
Normal Day (Saturday - Sunday) 9:00AM to 4:00PM
Labor Day - October 1st 9:00AM to 4:00PM

FUEL DOCK HOURS
The fuel dock is open 9AM - 5PM
Normal Day (Monday - Friday) 9:00AM to 5:00PM
Normal Day (Saturday - Sunday) 9:00AM to 4:00PM
Labor Day - October 1st 9:00AM to 4:00PM

PUMP OUT HOURS
FREE and open 24/7

QUITT TIME
Between the hours of 5:00PM and 7:00AM

RESTROOMS & SHOWERS
Harbor Office. Restroom needed after hours, North & South Pier. Located at service building. North Harbor. Located on dock. Code.

YOUR SLIP #

WIFI #

WIFI #

35 South Harbor Place, Waukegan, IL 60085
T. 847.244.3133 | waukeganharbor.com
VHF Channel 15
#15 waukeganharbor.com

OUR SEASON RUNS FROM APRIL 1ST THROUGH OCTOBER 31ST.



Titusville MARINA

THE PERFECT LAUNCH POINT FOR ADVENTURE & VACATION

“These folks took good care of us...very professional and extremely bright in some very windy conditions”. Luigi, Palm Coast, FL

AMENITIES

- Clean Water Harbor
- Full Service Boat and Fuel Dock
- Beautiful Park with Picnic in Dog Area
- Walking Distance to Downtown
- Clean Showers and Restrooms
- Screened in Boater's Lounge
- Coin Operated Laundry
- Pet Friendly
- Mooring Field
- Ship Store
- Dock Boxes
- Ample Parking

SERVICES

- Friendly, Knowledgeable Staff
- Service and Maintenance Located in the Same Bldg.
- 30 Amp, 50 Amp & 100 Amp Electric
- Pump Out Facilities / Pump Out Boat
- Fuel Sales, Gas and Diesel
- Water Connections
- WiFi

401 Marina Road, Titusville, Florida 32796
321.585.6600 | titusvillemarina.com



Port of Opportunity

PORT OF ROCHESTER MARINA

Brand New State-of-the-Art Public Marina

FEATURES: State-of-the-art dock system, Brand new parking for dedicated to personal dock renters, Gangway for secure access to docked boats, Utilities, Electricity, water and Wi-Fi, Pump-out station, On-site marina staff offering exceptional service, Boater services, boat wash, showers, restrooms, laundry facilities, lounge & ship store, Port Terminal building with restaurants and a large party space available for rental.

SEASONAL & GUEST SLIPS AVAILABLE. RESERVE TODAY!
866-428-7432 | CityOfRochester.gov/MarinaReservations

Believe.

City of Rochester, NY
100 N. Service Road
Rochester, NY 14610



Harbor Centre MARINA

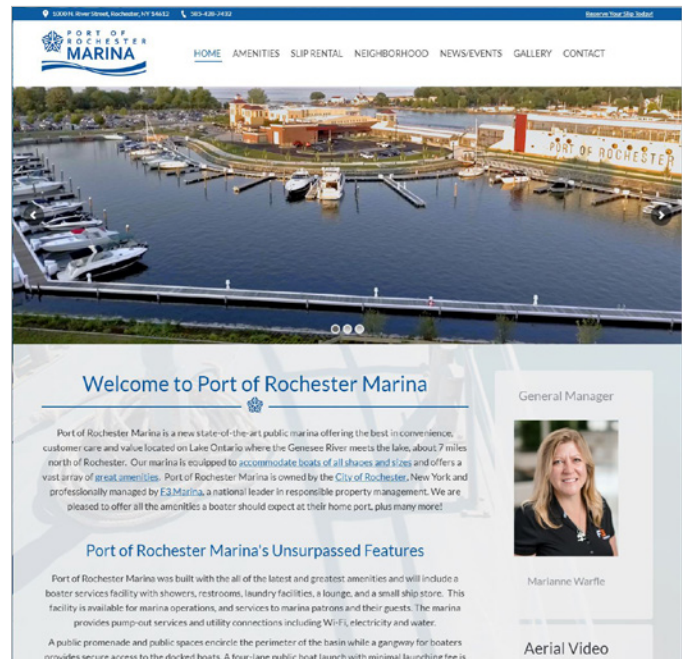
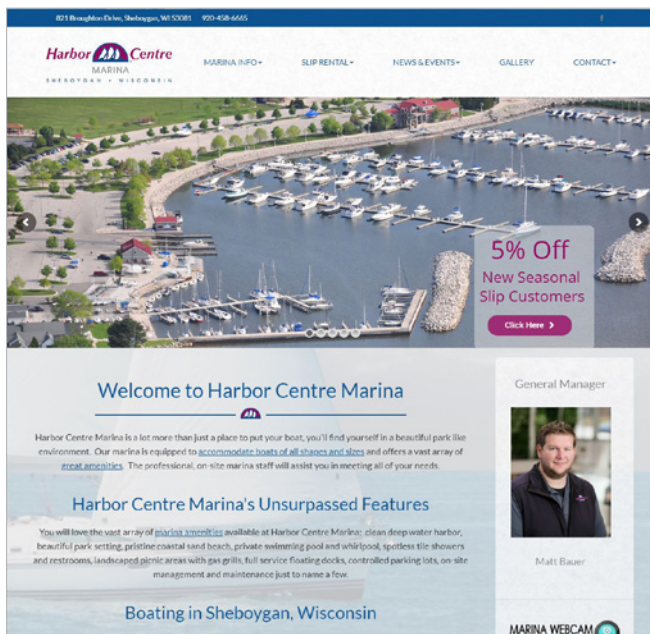
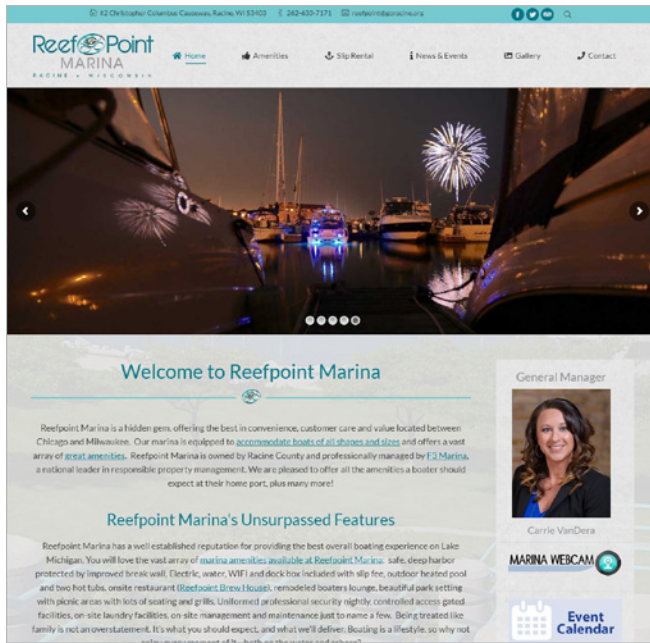
AT YOUR SERVICE

- Deep Water Harbor
- Trolley to
- Quiet Downtown
- Boatyard Shop
- Prime Coastal Sand Beach
- Walking Distance to World-Class Restaurants
- Swimming Pool & Whirlpool
- Full Service Floating Dock
- Private Area with Gas Grills
- Showers/Restrooms
- Uniformed Night Watch
- Controlled Parking
- Boat Maintenance
- On-site Mechanical Service & Winter Storage
- Boater's Lounge
- Ship Store
- Fish Cleaning Station

811 BRIGHTON DRIVE
HERRINGHAM, VIRGINIA 23054
P. 757.458.6665
herringhammarina.com

MARKETING/BRANDING

SAMPLE WEBSITES



MARKETING/BRANDING

SAMPLE eNEWSLETTERS


 Professionally Managed By: **F3** MARINA

UPCOMING EVENTS

**Waukegan Harbor
Fishing Tournament**


Saturday, June 29th
 5:30am to 1:00pm
 Rain Date: Sunday, June 30th

Open to Waukegan Harbor tenants only

Entry: \$50 per boat - 100% returned as prizes
\$10 optional Big Fish side bet

Maximum 9 lines, Weigh your best 10 fish

Payout for Top 3 Places

1st Place - 50% of Total Entries
2nd Place - 35% of Total Entries
3rd Place - 15% of Total Entries

For information or to sign up, please contact:

Clint: 847-703-0984 S1-01
Gary: 708-295-4802 S1-03
Jerry: 630-309-1227 S2-18

Award presentation by the fire-pit after the weigh-in.


 RACINE • WISCONSIN




Get In Touch With Nature During

**Reefpoint Marina
Kid's Appreciation Day**

Saturday, July 6th, 2019


 Racine, WI.



We Welcome You to
 --- On the Docks ---
WINE-A-THON

Tomorrow's the day at Reefpoint Marina!

Spend the day meeting new friends while tasting wines and craft beers from countries all over the globe!

Participation is easy! Just swing by the Anchors Away Ship Store between 4:00 PM and 6:30 PM tomorrow to pick up a scorecard listing all the regions of featured wines and beers. You'll also get a marina map helping you find the designated hosts from each dock. Walk the marina and visit each Wine-A-Thon host to try a sampling and receive a stamp on your scorecard. Complete the entire scorecard and turn it into the Anchors Away Ship Store to be entered in a raffle for a chance to win an absolutely fabulous gift basket! The event runs from 4:00 PM to 8:00 PM... or until the wine runs dry!!

We always hope for marvelous sunshine and comfortable temps, but mother nature doesn't cooperate so... just an FYI, we will only be moving this event off of the docks, to under the overhang of the administrative building if it's pouring and storming outside.

Fall in love with a new wine or beer you sampled during the event? Participants will have the opportunity to purchase the wine or beer in the Anchor's Away Ship Store.

Also we want your pictures of you and your dock mates having a blast during this fun event so please post your pictures on Facebook and tag us at our Reefpoint Marina Facebook page!

**PORT OF ROCHESTER
MARINA**



The 35th Annual Winter Celebration is THIS WEEKEND!
 Saturday February 9th
 and Sunday February 10th
 at the PORT TERMINAL BUILDING

On Saturday from 12 pm - 3 pm is the Chilly Chili Challenge, A Sip n' Shop featuring over 20 local artists at Jetty at The Port from 12 pm - 5 pm, a Wine and Craft Beer Festival, dog sled demos, live music and much more including Fireworks at 5:45 pm!!

On Sunday the annual **Polar Plunge** takes place at noon!



All events are free to the public!
 For more information and registration info check out the city's website!

SECTION FOUR

MANAGEMENT
PLAN

SERVICE/COMMUNICATION CAPABILITIES

Communication/Boater Relations

A custom communications plan can be created to maintain a strong relationship with boaters. This plan will include several avenues for two way communication and a service focused culture. Below are some of the likely outcomes from this plan:

- **STAFF RELATIONS:** Each member of the team will know the importance of how to communicate with boaters to create “memorable moments”. They will find ways to go out of their way to exceed boater’s expectations. This is typically the #1 most effective way to achieve a strong boater relationship, but also the most difficult to accomplish unless staff is well trained and held accountable.
- **SURVEYS:** Boaters will be surveyed to determine specific areas that they value as well as areas they would like to see improved.
- **MANAGER VISITS:** The Marina General Manager will visit boaters and walk the docks frequently to demonstrate a boater focus and awareness of marina operations. Marina Managers are required to be at the Marina on most weekends as that is when most boaters are there.
- **BOATER GATHERINGS:** Several times during the year, events will be created that provide an opportunity for boaters to gather, visit with staff in a casual environment and provide feedback to staff on issues important to them.
- **REGULAR “E-BLASTS”:** Information will be sent along with a newsletter.
- **WEBSITE:** Boaters will be able to send comments through the website to marina staff.

Marina Welcome Packets

All boaters receive a “Boater Packet” with information not only about Marina operations and management, but will also include flyers, coupons and information from local businesses. This is updated annually and presented to boaters as a way to remind them of services offered, contact information, marina operations (trash, ice, hours, security, etc) and to provide discounts/information for vendors and businesses that may appeal to our boaters.

Guest Boater Program

One of the ways to help distinguish the level of service provided is how we treat our visiting boaters that choose to stay for a short period of time. First, by calling them “Guest Boaters” instead of the more common term of “transient boaters” we are sending a message of how we treat these visitors. We view each Guest Boater as a potential long-term renter for the Marina.

These programs combined with a great relationship with marina staff are help drive loyalty and improve the marina experience for our boaters.

SECTION FOUR

MANAGEMENT
PLAN**ACCOUNTING**

Our corporate marina accounting team, led by Phil Cook, ensures that our monthly financial reports are timely, meaningful and accurate. Specific procedures are part of our process for recording receipts and expenditures along with training staff on the proper handling of cash and recording into the marina software system.

Marina Software

F3 Marina utilizes the FSM Marina Management software system. Features of this system include:

- Slip Management with custom interactive visual marina map
- Storage and Billing
- Comprehensive Accounting
- Reservations
- Rental Contracts
- Retail POS
- Fuel Management
- Mobile Apps

Accounts Payable

All invoices are approved by the Marina Manager and processed in accordance with the clients' procedures along with detailed explanations. Once there, checks are produced and sent to the vendor. All vendors must provide proper forms such as proof of insurance and W-9 forms prior to payment.

Accounts Receivable

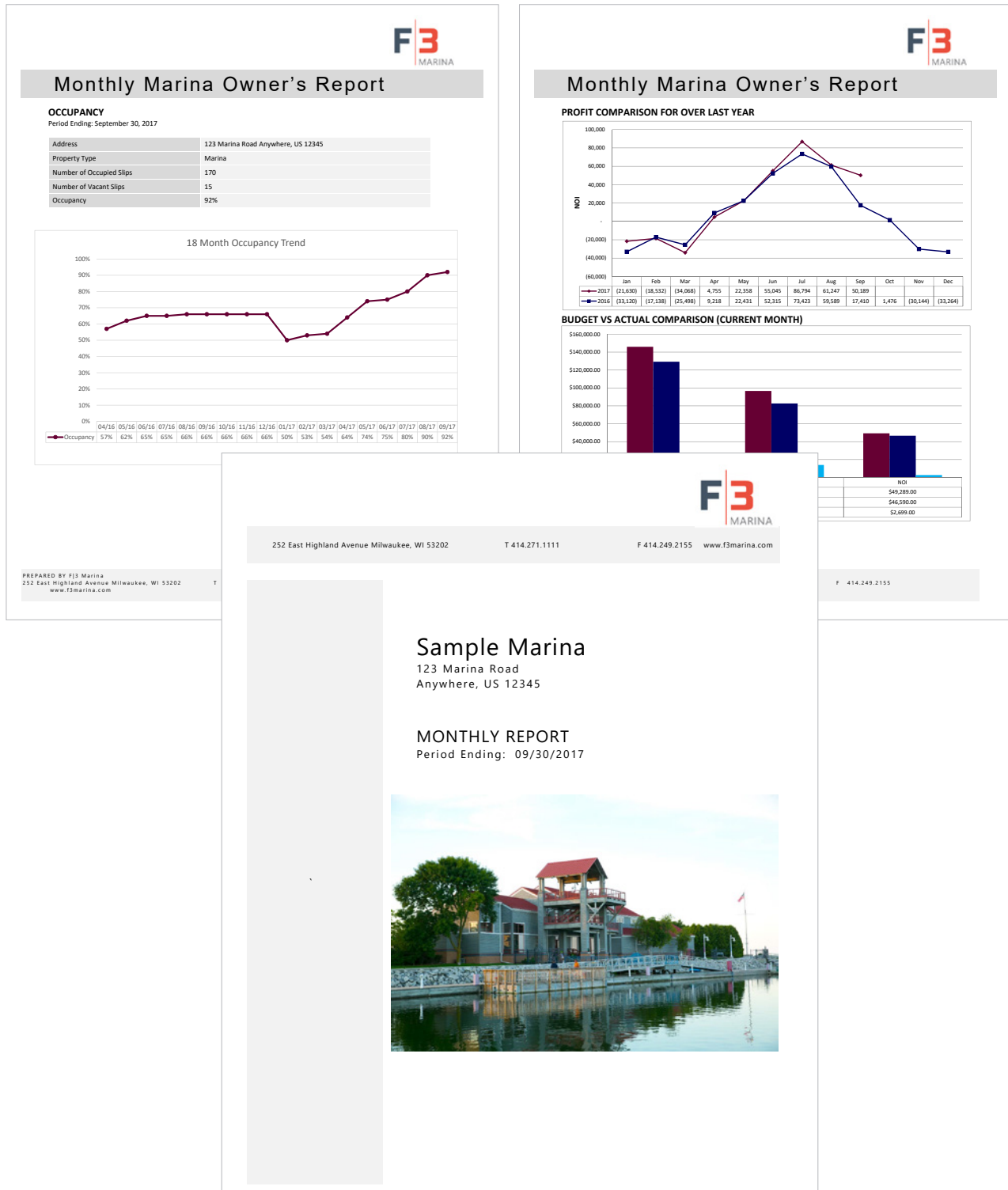
F3 Marina managed marinas follow a disciplined approach to the collection of money owed the marina by boaters. Client approved payment procedures are implemented and followed by staff. Delinquent boaters are noticed in accordance with State and local laws to collect outstanding payments. Staff also works with law enforcement to collect and take appropriate legal action when necessary. Monthly reports detail any collection activity and status of delinquent accounts.

Budgeting

Annual operating budgets are completed to follow the timelines required by the client. These budgets include detailed revenue and expenses along with recommended capital items along with narrative when appropriate. Budgets are prepared to be aligned with the marina goals and strategy that is created early in the management contract. The budget is used to create variance reports each month as part of the reporting package to clients.

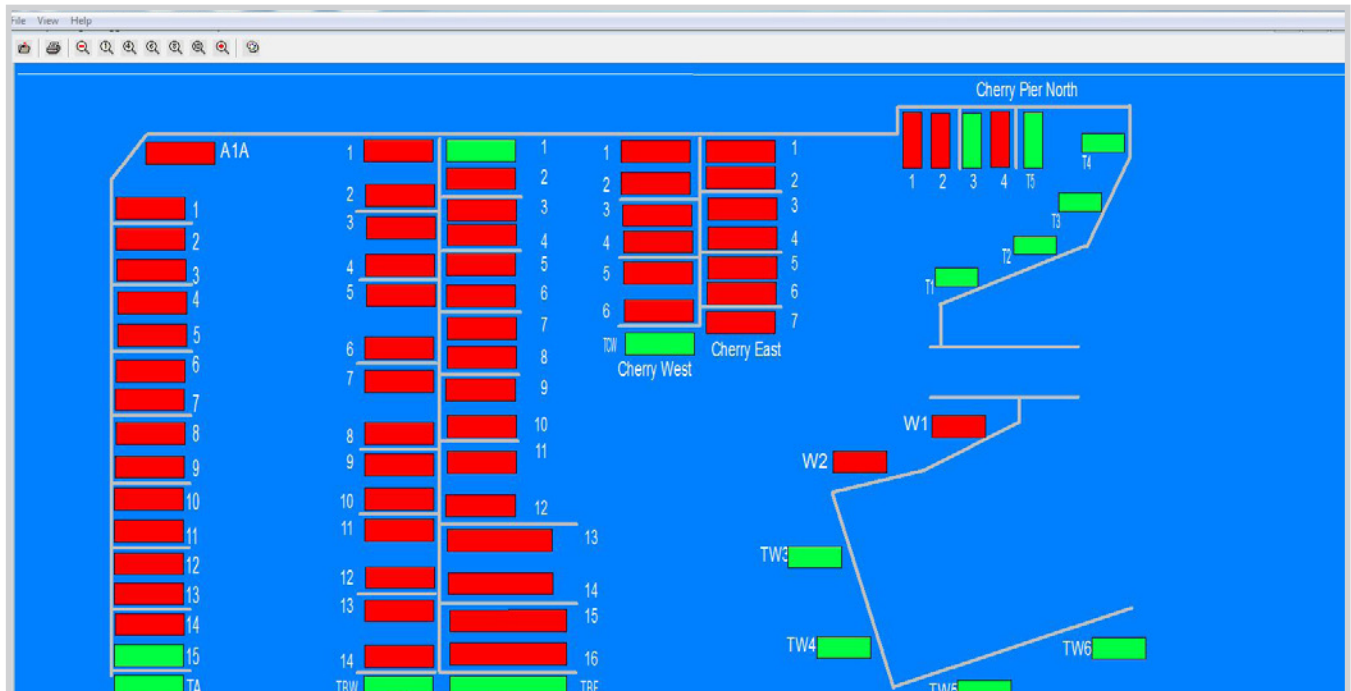
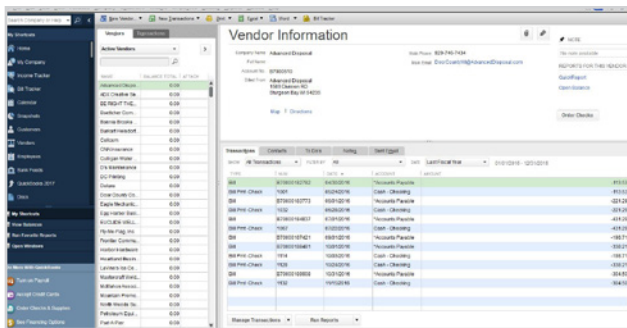
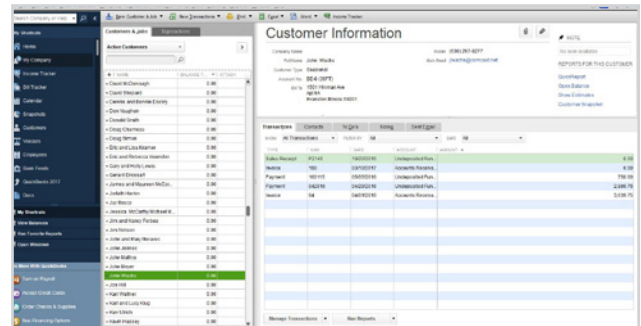
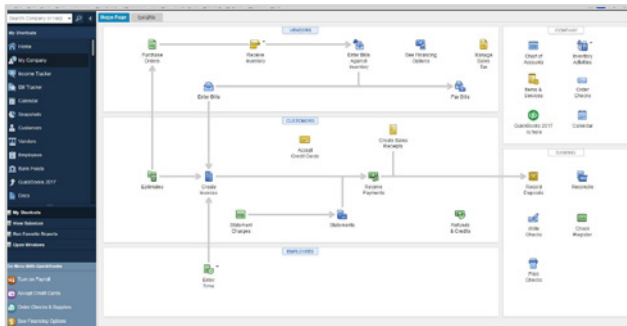
ACCOUNTING

SAMPLE MONTHLY REPORT



ACCOUNTING

SAMPLES OF MARINA MANAGEMENT SOFTWARE



SECTION FOUR

MANAGEMENT
PLAN

REPORTING

Providing meaningful and frequent reporting to clients is one of the cornerstones of the F3 Marina strategy and helps set us apart. These reports keep stakeholders informed of the progress of their marina on a weekly basis with a monthly detailed analysis. Our reporting can be customized to the needs of the client but these two reports provide a good frequency and level of detail that most clients prefer.

Report Options

- **MONTHLY FINANCIAL REPORT:** This important monthly report provides an executive summary that outlines the financial, operational and goal status of the marina for the previous month. Explanations for variances from budget to actual are included as well as comments about the financial position. This is followed by detailed information to include balance sheet, general ledger, income statement, delinquency report and balanced bank account statement. *(see example of a monthly financial report)*
- **WEEKLY EXECUTIVE SUMMARY:** A great deal of activity can occur during the course of a month. F3 Marina provides an informative but concise one-page Weekly Executive Summary to all clients each Monday afternoon. This is customized to provide the basic key measures of performance including occupancy, income by category along with operational and marketing activity. This keeps clients in touch with current activity without having to call or to wait until the end of the month. *(see example of an Executive Summary Report)*

REPORTING

SAMPLE WEEKLY REPORT

Sample Marina
123 Marina Road Anywhere, US 12345

WEEKLY OPERATIONS REPORT

WEEK ENDING: September 18, 2017



	WEEK	YTD	LYTD
MONTHLY	\$ 0.00	\$ 149,374.00	\$ 68,010.34
TRANSIENT	\$ 1,073.60	\$ 167,278.96	\$ 142,320.76
MOORING	\$ 0.00	\$ 20,369.98	\$ 26,942.30
SLIP USAGE	\$ 0.00	\$ 23,702.26	\$ 10,009.48
FUEL	\$ 949.86	\$ 268,021.02	\$ 230,348.60
STORE	\$ 741.30	\$ 62,092.87	\$ 52,621.67
ELECTRIC	\$ 100.00	\$ 96,182.40	\$ 70,538.56
TOTALS	\$ 2,864.76	\$ 787,021.49	\$ 600,791.71

FUEL

GALLONS SOLD	2017 YTD	2016 YTD
GAS	20,879	19,204
DIESEL	79,906	71,066
TOTAL FUEL	100,785	90,270

TOTAL SLIP OCCUPANCY

SLIP SIZES	TOTAL AVAILABLE	OCCUPIED THIS WEEK	OCCUPANCY RATE
30'	39	37	94.87%
35'	65	58	89.23%
40'	64	59	92.19%
50'	15	15	100.00%
60'	8	8	100.00%
T-DOCKS	6	3	50.00%
TOTALS	197	180	91.37%

ANNUAL SLIPS

TOTAL THIS MONTH	YTD 2017	YTD 2016
\$ 5,218.00	\$ 63,360.03	\$ 43,860.97
\$ 7,736.00	\$ 107,149.39	\$ 84,696.04
\$ 14,340.00	\$ 122,545.70	\$ 108,635.83
\$ 3,312.00	\$ 36,723.43	\$ 38,663.97
\$ 2,146.00	\$ 29,075.98	\$ 31,947.33
\$ 750.00	\$ 3,688.09	\$ 4,400.00
\$ 33,502.00	\$ 362,542.62	\$ 312,204.14

2017 GROSS REVENUES YTD:

\$ 1,149,564.11

2016 GROSS REVENUES YTD:

\$ 912,995.85

DIFFERENCE:

\$ 236,568.26

ADDITIONAL NOTES

MARKETING / SALES

With hurricane preparations beginning on September 4th, winds really picking up on the 10, Irma hitting us on the 11th and no power for quite some time, we had a very slow week. 5K less than last year.

We continue to be close to 100% operational with power going out on occasion and the either the internet or the wifi going down, but for the most part the customers are handling it well.

Let's just keep our fingers crossed for the next two months.

OPERATIONS / MAINTENANCE

All safety issues have been taken care of and all damages that do not cost money have been repaired. Debris clean-up is complete.

We will need at least one power pedestal, some dock boxes and we do need to rebuild the fence around the work shed.

PREPARED BY F3 MARINA, DIVISION OF FOUNDERS 3 MANAGEMENT COMPANY
252 E. Highland Avenue Milwaukee, WI 53202 T 414.271.1111 F 414.249.2155



SECTION FOUR

MANAGEMENT
PLAN

MARINA MAINTENANCE

With three “Building of the Year” awards, and finalist for the top International AMO Management Firm in 2017, we understand what it takes to achieve a high level of maintenance and appearance of our facilities. This “property well-being” is one of our foundations of success.

Property Well-Being

Most people, and firms, will agree that well-kept grounds is an essential part of property management. Yet few are able to execute this well. With F3 Marina, “Property Well-Being” is one of our Core Values that we devote a great deal of attention. In fact, it is a major part of our culture and we are proud of how we have improved the properties we manage. Below are some of the key aspects of how we approach maintaining the physical asset:

- **VISUAL APPEAL:** This includes the curb appeal as you approach the marina from land or by water. Signs, landscaping, building condition are part of the focus. Because marinas are to be enjoyed by all residents and visitors, their existence should add to the waterfront appeal visually as viewed by all.
- **PROPERTY DETAILS:** Details matter. By training staff to develop a critical eye for details and consistent daily inspections that are documented, we know how to ensure delivery of a “class A” physical environment. Our Marina Managers are held accountable for the daily property visual appeal and perform documented inspections to meet a very high standard.
- **PREVENTATIVE MAINTENANCE:** HVAC, piers, painting, roofs, landscaping, plumbing, and equipment are examples of a long list of items that must be maintained. A preventative maintenance plan that includes manufacturer recommended maintenance (when appropriate or available) is put on a schedule to perform. Part of the annual inspection program will include identification of capital items or notable repairs that need improvement or replacement along with costs. These will be included in the budget along with justification for approval.

The marina is not just a home to boaters, but also an important asset for visitors, residents and a place of work for employees. While the investment in the marina has resulted in a beautiful environment, this investment will quickly deteriorate without a disciplined and professional maintenance plan. This is particularly important due to the harsh weather environment most marinas face. Because marinas should be as financially self-sustaining as possible, this makes the maintenance even more important. When a capital need arises, careful consideration of costs/benefits must be performed to identify the long-term impact.

SECTION FOUR

MANAGEMENT
PLAN

SAFETY

The safety program for any marina is extremely important due to the inherent dangers of a water environment and addresses staff, boaters and visitors. The safety program involves the following elements:

- **STAFF TRAINING:** As part of staff training safety is addressed with a focus on the particular role of the employee. This includes how to assist boaters with tie-up properly, inspecting the property to ensure lights are working and removing trip hazards.
- **BOATER EDUCATION:** Part of the role of marina manager is to provide safety education to boaters. This includes prevention of stray electrical current, electrical shock drowning hazards, reducing trip hazards around the piers, and being observant for suspicious activity. Providing access to marina weather conditions for boaters is also important.
- **VISITORS:** Marinas are constructed for the enjoyment by the entire community, not just boaters. Therefore, providing the ability to be near the water in a safe manner is particularly important. Ways to mitigate risk includes ensuring the gated access system is working properly, maintain warning and directional signs, provide a visible security patrol and inspect lighting along walkways and parking lot.

SECTION FOUR

MANAGEMENT
PLAN

TRANSITION PLAN

The operation of the marina can be divided into a Transition Phase and Stabilized Phase. F3 Marina places a high value on our comprehensive Transition Phase as a key element in achieving the long term success of the marina. This process typically takes 60-90 days and is designed to create a customized, effective system for the day to day operations of the marina that will achieve the long term goals.

As part of this process, and each succeeding year, the Marina Manager will collaborate with Alain Giudice, Sr. Vice President Marina Division, to determine specific annual and quarterly goals. Once established, a weekly “Traction” meeting with the Sr. VP will ensure the Marina Manager is on track with these goals.

The hiring of additional staff will fall to the Marina Manager under the direction of our corporate Human Resources Department and as allowed by marina budget. F3 Marina will first look to the local community to fill all roles and will interview existing staff as part of the process.

The primary elements of the Transition Phase address the following:

Staffing

- Ensure all roles are filled with qualified staff
- Implement training to F3 Marina standards
- Form staff goals, one-on-one meetings and accountability

Financial and Accounting

- Set up software system
- Load accounts and balances
- Establish reporting requirements and protocols
- Load budget
- Establish reporting details

Marketing/Advertising Plan

- Comprehensive competitive analysis
- Brand message, logo, and creative strategy
- Website, social media and electronic

Event and Promotional Plan

- Plan events and activities to improve the experience and establish loyalty
- Work closely with community on programs to encourage visits to area
- Form a strong program for visiting boaters

Facility Well-Being

- Conduct a detailed marina physical audit to fully document and understand physical asset
- Create maintenance schedules for preventative maintenance and inspections to ensure quality of visual appearance is maintained
- Denote electrical and water shut-offs, panels, switches etc on a site plan in event of emergency
- Ensure compliance with any grants

TRANSITION PLAN

With many years of experience in assuming control of marinas and other commercial properties, F3 Marina has created a transition process designed to provide a smooth transition with minimal effort on the part of the client. The F3 Marina Transition Team follows a proprietary checklist that has been refined over many years and includes a detailed item by item list of tasks to be performed prior to and after the transition or commissioning of a marina. This checklist serves as the basis for weekly transition meetings with F3 Marina team that is responsible for the new assignment. Since each marina is different, this list must be customized for the particular needs of the client, area and type of marina.

Frequent communication and attention to detail ensure that the transition occurs smoothly and all stakeholders are well informed with minimal time investment on part of the client.

Marina Transition Checklist				Professionally Managed by
				F3 MARINA
Marina: Titusville Municipal Marina, Titusville FL				
Contract Start: October 1, 2015				
Last Update: August 7, 2015				
	Person Accountable	Actual Completion Date	Comments/status	
Phase 1 Pre-Start	Obtain executed contract from Client	JM	9/17/15	Done - waiting for city council approval
	Hire Marina Manager	CM	9/10/15	Offer made to Tom Lawson - accepted - going through hire
	Interview staff, determine fit	MM	10/1/15	MM to perform final interviews
	Post ads for open positions	JM	8/1/15	
	Create press release - approval from client	JM	8/25/15	Sent - interviews are set
	Begin work on new website with Nelson	JM	10/3/15	Have quote from Resident Capture
	Property Accounting Set -Up:			
	FSM data set-up, coordination with Rick/Jim	DB	9/15/15	
	Establish chart of accounts	DB	10/1/15	8/19 - DB spoke with City - setting future date to discuss
	Determine IT needs - order computer hardware/software	JM	10/1/15	
	POS systems: fuel dock? Store? Tablets?	JM	10/1/15	
	Internet connection: meet needs? Set up new connection?	JM	10/1/15	
	FSM: determine modules needed - order	JM	10/1/15	Rick sent list to Chris for modules
	Provide employment packets/applications to current staff to complete	JM	8/13/15	
	Background checks/drug tests	JM (KM)	10/1/15	
	Establish invoice processing procedures	DB	10/1/15	
	Meet with City to discuss budget to gain understanding of details	JM	10/1/15	
	Establish communication process between SG Marina and City	DB	10/1/15	
	Open bank account	DB	10/1/15	
	Gain City approval for and order new SG Marina signs	JM		
	Determine fuel reporting requirements (State)	MM		
	Notice vendors for change of management	CM	10/1/15	
	Work with City to determine accounting/financial reporting	DB	10/1/15	
	Order uniforms for staff: Hats, shirts, jackets	JM		Logo completed, I will check with city
	Obtain current rent roll of boaters and occupancy agreements	MM		
	Send notification to all boaters of new management and contact information	CM	10/1/15	
	Notify insurance of marina management - provide city with Cert of insurance	MM	10/1/15	
Phase II First 30 days	Boater communication, welcome letter sent	MM		waiting on logo for contactant contact
	Obtain inventory of equipment, tools, ships store	MM		
	Set up all computer hardware, ensure FSM and email systems are up and running	JM	10/1/15	
	Create roles, descriptions and accountability chart for staff (use SGM template)	MM		I need the template
	Establish boater communication plan: newsletter?, area to post info	MM		waiting on logo for contactant contact
	Determine and establish reporting to State for fuel sales		10/31/15	
PROPRIETARY DOCUMENT				
	Establish ability and process for shared services from client (public works, etc)	MM		
	Review slip lease agreement, recommend changes to City if needed	MM		City attorney commented that it has been reviewed by expert
	Create custom Orientation checklist for each position for training (use SGM template)	MM		I need the template
	Set up new payment system for fuel dock with smart pads	DB		NEEDED
	Establish contacts for staff and vendors	MM		staff is coming

SECTION FOUR

MARINA
MANAGEMENT
SCOPE & FEES

SCOPE OF SERVICES & FEES

MARINA MANAGEMENT SCOPE OF WORK

F3 Marina will perform the following scope as outlined in the RFP:

- A. Operate, supervise, manage, and maintain the Marina daily.
- B. Hire, train and supervise marina staff. These individuals will be employees of the contractor.
- C. Implement a dress code and provide on-site personnel with uniforms and name tags to be worn at all times while on duty.
- D. Maintain experienced staff and management for marina operations.
- E. Solicit, negotiate, prepare, administer and manage licenses, occupancy agreements, marketing agreements and service contracts (including, without limitation, engineering, telephone, security, and exterminator services), staffing and personnel needs, and other services which are reasonably necessary for the Marina's facilities.
- F. Collect and manage all payments for services and related deposits.
- G. Administer slip assignments.
- H. Administer evictions and remove abandoned vessels.
- I. Account for and report on Marina financial operations. Ensure that an appropriate dockage reservation system and accounting system is in place and that it has capabilities to export results of operations in a format compatible with the City's financial management system.
- J. Prepare and implement annual Health and Safety Plan and Facility Maintenance Plan.
- K. Implement the Marina's hurricane plan.
- L. Administer a customer service program for the Marina.
- M. Prepare and implement advertising, promotional activities, and marketing plans.
- N. Design, maintain and update City Marina web page to incorporate the use of a variety of popular social media links (all information shall be property of the City).

Continued on next page.

SECTION FOUR

MARINA
MANAGEMENT
SCOPE & FEES

O. Purchase, in accordance with the approved operating budget, all equipment, tools, appliances, materials, and supplies reasonably necessary or desirable for the care, maintenance and operation of the Marina.

P. Operate a full-service marina facility in a manner to maximize occupancy and revenues for the Marina.

Q. Provide a wide array of services and improve the level and variety of services available for the benefit and enjoyment of the Marina occupants and the boating community.

R. Protect the City's capital investment in the Marina facilities through the exercise of high standards of management, operation, and maintenance.

S. Act as the sole and exclusive managing agent of the City to manage, operate and maintain the Marina facilities.

T. Establish and adjust fees, prices, rates and rate schedules for use of the Marina facilities and all licenses, agreements or contracts and any other commitments for the Marina's facilities.

U. Use diligent efforts to cause all users of the Marina's facilities to adhere to posted Marina rules; strictly enforce such rules; and, comply with such rules.

V. Ensure that the conditions specified in the grants used to fund the Marina's construction are adhered to without exception.

W. Work in cooperation with City staff to ensure the Marina's smooth operations.

X. Work specifically with the City Finance Department, as required, to develop and manage financial operations and financial reporting.

Y. Implement the Marina's approved budget.

Z. Schedule, coordinate, facilitate, attend and serve as City representative for all meetings of the City's Marina Advisory Board.

SECTION FOUR

MARINA
MANAGEMENT
SCOPE & FEES

SCOPE OF SERVICES & FEES

MARINA MANAGEMENT SCOPE OF WORK

F3 Marina would employ its own staff at the marinas and be fully accountable for performance.

In addition to the duties noted above, F3 Marina shall provide the following:

- Organize and participate in boater meetings among slip-holders throughout the boating season.
- Create a maintenance and inspection plan, including recommendations for long term capital improvements in the best interest of the marinas.
- Review current accounting process and procedure to determine if changes could improve efficiencies and/or reduce City staff time.
- Review current marina graphics and creative and recommend changes, if needed, and approved in budget.
- Customize and update as needed the Marina Operations Manual that provides for policy and procedures for marina operations.
- Based on “as-built” plans for the Marina, create a map that identifies all critical utility shut offs, transformers, alarm panels, generators, pumps, access panels, and lighting.
- Maintain a list of emergency contact numbers for staff and vendors. Prepare a customized Emergency Procedures Plan that includes (where applicable); severe weather, boat/building fire, fuel spill, boat sinking, boat/property damage, personal injury, and other potential events. Provide boaters with a recommended action plan in the event of emergencies. Maintain supplies and materials needed and train staff for emergencies. Provide and require all staff to be familiar with safety procedures and precautions.
- Reconfigure the ships store/service area to create a well merchandised ships store as an amenity and profit center in accordance with approved budget.

SECTION FOUR

MARINA
MANAGEMENT
SCOPE & FEES

SCOPE OF SERVICES & FEES

MARINA MANAGEMENT FEES

BASE FEE:

- \$78,000 annually, paid in monthly installments of \$ 6,500 per month

INCENTIVE FEE:

- 20% of gross revenue exceeding Base Year Revenue*

* Base Year Revenue defined as year-end 2019-20

START-UP FEE:

- 10,000 one-time fee

Covers cost of mobilization, initial administrative set-up, HR, accounting set-up, travel and administrative costs of a new assignment.

LABOR REIMBURSEMENT:

- All costs of on-site staffing shall be reimbursed including the following fee for training, oversight and HR administration:
 - A monthly cost per employee of:
 - Full-time staff: \$150
 - Part-time staff: \$75

SHIP STORE/FUEL

- City shall retain all revenues from retail sales.



APPENDIX:
EXHIBITS A-H

FERNANDINA
BEACH
MARINA

5

**CITY OF FERNANDINA BEACH
REQUEST FOR PROPOSAL 2020-02
MANAGING AND/OR LEASING MARINA FACILITIES**

EXHIBITS

EXHIBIT "A"	Contact Sheet
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
REQUEST FOR PROPOSAL 2020-02
MANAGING AND/OR LEASING MARINA FACILITIES**

EXHIBIT "A"
CONTACT SHEET

Name: Founders 3 Management Company d/b/a/ F3 Marina

Federal Taxpayer ID: 39-1833308

Mailing Address: 252 E. Highland Ave

City, State, & Zip Code: Milwaukee, Wisconsin 53202

Telephone: 414-271-1111 **Fax:** _____

Email: Jmatheson@founders3.com

Submitted By: John Matheson

Title: President

FIRM Accepts Credit Cards*: ☒ **Yes** ☐ **No**

Accounting Contact:

Name: Phil Cook **Title:** Manager Finance and Operations

Email Address: Pcook@f3marina.com **Phone:** 414-249-2126

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

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

**CITY OF FERNANDINA BEACH
REQUEST FOR PROPOSAL 2020-02
MANAGING AND/OR LEASING MARINA FACILITIES**

EXHIBIT "B"

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

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

1. This sworn statement is submitted with Bid, Proposal or Contract for RFP 2020-02.
2. This sworn statement is submitted by (entity) Founders 3 Management Company whose business address is 252 E. Highland Ave, Milwaukee, WI 53202 and (if applicable) Federal Employer Identification Number (FEIN) is 39-1833308 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)
3. My name is John Matheson and my relationship to the entity named above is President and Partner.
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.

**CITY OF FERNANDINA BEACH
REQUEST FOR PROPOSAL 2020-02
MANAGING AND/OR LEASING MARINA FACILITIES**

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.

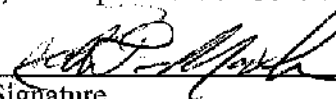
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

☒ 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: 4/12/20

STATE OF ~~FLORIDA~~ Wisconsin
COUNTY OF Milwaukee

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 29th day of April, 2020, and is personally known to me, or has provided WI Drivers License as identification.




Notary Public
My Commission expires: 4/12/2024

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

**CITY OF FERNANDINA BEACH
REQUEST FOR PROPOSAL 2020-02
MANAGING AND/OR LEASING MARINA FACILITIES**

EXHIBIT "C"
DRUG-FREE WORKPLACE CERTIFICATION

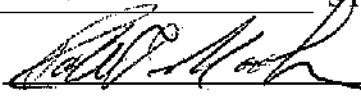
The below-signed INDIVIDUAL/FIRM certifies that it has implemented a drug-free workplace program. In order to have a drug-free workplace prepare, a business shall:

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: Founders 3 Management Company

CITY: Milwaukee STATE: WI ZIP CODE: 53202

SIGNATURE:  PHONE: 414-271-1111

NAME (TYPED OR PRINTED): John Matheson TITLE: President

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

**CITY OF FERNANDINA BEACH
REQUEST FOR PROPOSAL 2020-02
MANAGING AND/OR LEASING MARINA FACILITIES**

EXHIBIT "D"

CITY OF FERNANDINA BEACH, FLORIDA



E-VERIFY STATEMENT

Bid/Proposal Number: RFP 2020-02

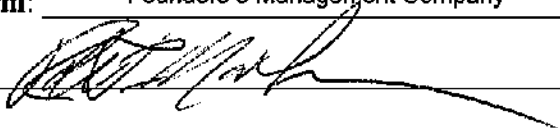
Project Description: Management and or Leasing of Marina Facilities

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: Founders 3 Management Company

Authorized Signature: 

Title: President

Date: 4/25/20

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

**CITY OF FERNANDINA BEACH
REQUEST FOR PROPOSAL 2020-02
MANAGING AND/OR LEASING MARINA FACILITIES**

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: John Matheson Title: President

Signature:  Date: 4/27/20

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

**CITY OF FERNANDINA BEACH
REQUEST FOR PROPOSAL 2020-02
MANAGING AND/OR LEASING MARINA FACILITIES**

EXHIBIT "F"

CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with Bid, Proposal or Contract for RFP 2020-02.

This sworn statement is submitted by (entity) Founders 3 Management Company whose business address is 252 E. Highland Ave, Milwaukee WI 53202 and (if applicable) Federal Employer Identification Number (FEIN) is 39-1833308 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is John Matheson and my relationship to the entity named above is President and Partner.

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

Signature

Date:

STATE OF ~~FLORIDA~~ Wisconsin
COUNTY OF Milwaukee

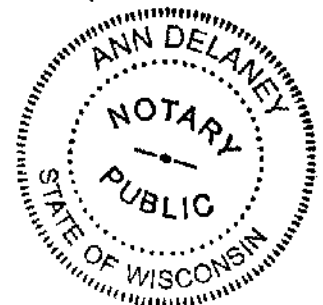
PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 27th day of April, 2020, and is personally known to me, or has provided Drivers License as identification.

Notary Signature

My Commission expires:

4/12/2024

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL



**CITY OF FERNANDINA BEACH
REQUEST FOR PROPOSAL 2020-02
MANAGING AND/OR LEASING MARINA FACILITIES**

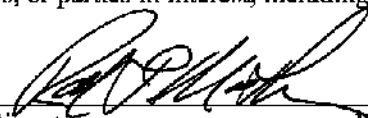
EXHIBIT "G"
NON-COLLUSION AFFIDAVIT

This sworn statement is submitted with Bid, Proposal or Contract for RFP 2020-02.

This sworn statement is submitted by (entity) Founders 3 Management Company whose business address is 252 E. Highland Avenue, Milwaukee, WI 53202 and (if applicable) Federal Employer Identification Number (FEIN) is 39-1833308 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is John Matheson and my relationship to the entity named above is President and Partner.

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: 4/27/20

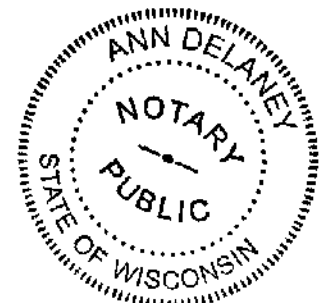
STATE OF ~~FLORIDA~~ Wisconsin
COUNTY OF Milwaukee

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 27th day of April, 2020 and is personally known to me, or has provided WI Drivers License identification.


Notary Signature

My Commission expires: 4-12-2024

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL



**CITY OF FERNANDINA BEACH
REQUEST FOR PROPOSAL 2020-02
MANAGING AND/OR LEASING MARINA FACILITIES**

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 ___ See attached explanation

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.

Founders 3 Management Company

April 24, 2020

Firm

Date


Authorized Signature

John Matheson, President

Printed or Typed Name and Title

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

SECTION FIVE

APPENDIX

LITIGATION

Evoke IL Highland, LLC vs Founders 3 Management Company

In the fall of 2019, our client sold an apartment building north of Chicago in a community called Westover. The buyer is suing the seller (our client) claiming fraud and other claims based on information provided that was used as a basis for the property value. Since Founders 3 managed the property, we were included in the lawsuit. The claims are primarily against our client as Founders 3 did not have direct interaction with the buyer. As of April 14th, 2020, the attorney for our insurance provider has been working to extract Founders 3 from this lawsuit as we believe this should be only against our client that had direct contact with the buyer. The charges involving Founders 3 are for providing inaccurate information to intentionally defraud the buyer. There would be no financial gain for Founders 3 to do so, as we did not own the property. We believe the claim is primarily against the seller and expect to be released from this lawsuit soon.

With approximately 150 assets under our management, this is the only lawsuit involving Founders 3 Management Company.



MOBIUS MARINE
MANAGEMENT

TO: City of Fernandina Beach
Attn: City Clerk's Office - RFP #2020-02
2014 Ash Street
Fernandina Beach, FL 32034

RE: Marina Management and/or
Leasing RFP #2020-02

FROM: Christopher Kelley/President
Mobius Marine, Inc.
101 Tolstoy Lane
St Augustine, FL 32080
904-315-9892
chris@mobiusmarine.com

DATE: April 30, 2020





TABLE OF CONTENTS

SECTION 1 /	TRANSMITTAL LETTER	3
SECTION 2 /	LICENSURE	5
SECTION 3 /	PREVIOUS WORK	9
SECTION 4 /	PROFESSIONAL BACKGROUND	13
SECTION 5 /	TECHNICAL CAPABILITIES	17
SECTION 6 /	FINANCIALS & FEE PROPOSAL	22
SECTION 7 /	REFERENCES AND RECOMMENDATIONS	25
SECTION 8 /	EXHIBITS & ADDENDUMS	33



SECTION 1

TRANSMITTAL LETTER

April 30, 2020

City of Fernandina Beach
Attn.: City Clerk's Office – RFP #2020-02
2014 Ash Street
Fernandina Beach, FL 32034

Dear Sir or Madam:

It is with great pleasure that Mobius Marine, Inc. (Mobius) submits the enclosed proposal for the City of Fernandina Beach's consideration in regard to its Request for Proposal (#2020-02), dated March 10, 2020. Having successfully provided management services for the Town of Marineland Marina, Palm Coast Marina, and Marine Park of Flagler we strongly believe a partnership with the City of Fernandina Beach would have a tremendous impact on its customer satisfaction, facilities maintenance, sustainability, resiliency, and bottom line.

Mobius is a marine management company with experience managing private and municipal facilities with a strong background in environmental stewardship and education, customer service, grant procurement and management, and project management.

Our operations and financial management teams will provide an incomparable level of management and service to the City's Fernandina Harbor Marina. We work closely with the marina owner to create and incorporate a work plan to realize a vision for the marina that aligns with the goals, expectations, and values of the marina owner and the community.

At Mobius, we offer a full range of marina management services including but not limited to: marina stores, fuel docks, recreational activities, maintenance, disaster preparedness, HR and staffing, daily marina operations, project management, grant procurement and management, social media and advertising, financial reporting and clean marina procedures and designations.

Among the drivers that guide Mobius are, the creation of economic growth opportunities for future generations, continued assessment of accessibility and usage of marine pump-out systems, continued development and improvement of marina facilities, and the development and implementation of: surface runoff reduction, spill protocol for marina facilities, hurricane and storm protocol, and clean marina protocol for facilities and boaters.

Mobius' success is due largely to our ability to create and maintain partnerships/relationships with community stakeholders, lawmakers, and general boating community at local, state and federal levels.

Mobius is committed to leading the way toward the future of navigating healthy waterways. We lead by example and work tirelessly to achieve that goal. When you partner with Mobius Marine, Inc., you are collaborating with a team of professionals that embrace the unique challenges of the modern marina industry and provide a path for the continued success of working waterfronts and gateway facilities.

Thank you for your time and consideration.

Sincerely,



Christopher Kelley/President
Mobius Marine, Inc.



SECTION 2

LICENSURE

PRIMARY OFFICE

Mobius Marine, Inc.
101 Tolstoy Lane
St Augustine, FL 32080
904-315-9892

PROFESSIONAL CONTACT

Christopher Kelley
President
904-315-9892
chris@mobiusmarine.com

INTENDED MARINA MANAGER

Brad Miller
360-535-4258
brad@mobiusmarine.com

EVIDENCE OF FLORIDA LICENSE

See the following page for evidence of
Mobius' Florida State Articles of Incorporation

Certificate of Status

I certify from the records of this office that MOBIUS MARINE, INC. is a corporation organized under the laws of the State of Florida, filed electronically on March 15, 2011, effective March 15, 2011.

The document number of this corporation is P11000025874.

I further certify that said corporation has paid all fees due this office through December 31, 2011, and its status is active.

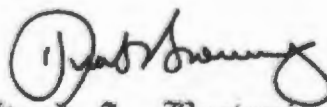
I further certify that said corporation has not filed Articles of Dissolution.

I further certify that this is an electronically transmitted certificate authorized by section 15.16, Florida Statutes, and authenticated by the code noted below.

Authentication Code: 110316104002-700197853887#1

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this the
Sixteenth day of March, 2011




Kurt S. Browning
Secretary of State

**Electronic Articles of Incorporation
For**

P11000025874
FILED
March 15, 2011
Sec. Of State
cgolden

MOBIUS MARINE, INC.

The undersigned incorporator, for the purpose of forming a Florida profit corporation, hereby adopts the following Articles of Incorporation:

Article I

The name of the corporation is:
MOBIUS MARINE, INC.

Article II

The principal place of business address:
101 TOLSTOY LANE
ST. AUGUSTINE, FL. 32080

The mailing address of the corporation is:
5 SEA OAKS DRIVE
ST. AUGUSTINE, FL. 32080

Article III

The purpose for which this corporation is organized is:
ANY AND ALL LAWFUL BUSINESS.□□□□MARINA MANAGEMENT

Article IV

The number of shares the corporation is authorized to issue is:
100

Article V

The name and Florida street address of the registered agent is:
CHRISTOPHER KELLEY
5 SEA OAKS DRIVE
ST. AUGUSTINE, FL. 32080

I certify that I am familiar with and accept the responsibilities of registered agent.

Registered Agent Signature: CHRISTOPHER KELLEY



Article VI

— The name and address of the incorporator is:

CHRISTOPHER KELLEY
5 SEA OAKS DRIVE

ST. AUGUSTINE, FL 32080

Electronic Signature of Incorporator: CHRISTOPHER KELLEY

I am the incorporator submitting these Articles of Incorporation and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of this corporation and every year thereafter to maintain "active" status.

Article VII

The initial officer(s) and/or director(s) of the corporation is/are:

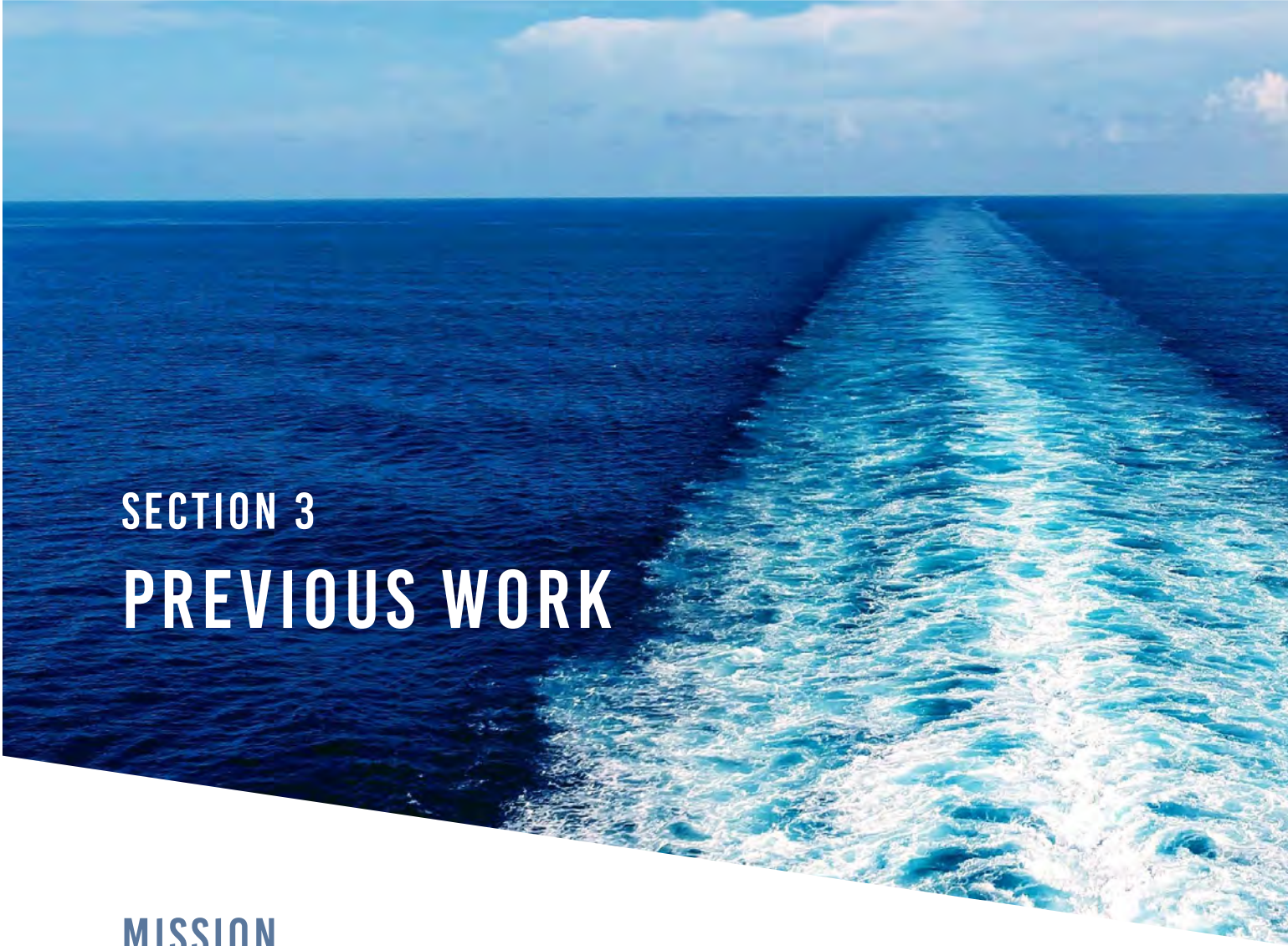
Title: P
CHRISTOPHER KELLEY
5 SEA OAKS DRIVE
ST. AUGUSTINE, FL. 32080

Article VIII

The effective date for this corporation shall be:

— 03/15/2011





SECTION 3

PREVIOUS WORK

MISSION

Mobius Marine, Inc. is an innovative marine management company located in Northeast Florida, managing private and municipal facilities with a focus on environmental stewardship. Since 2011, the company has developed, acquired and operated projects under the brand Mobius Marine. In addition to their marina properties, Mobius also manages Marine Park of Flagler. We have a passion for educating the public on Florida's Clean Marina Programs and provide environmentally clean facilities that protect coastal and inland waters from pollution through compliance of best management practices, clean standards and reducing the impact on waterways and marine wildlife.

We represent the convergence of business, education and science sectors aligning for solutions. Our vision is based on the following major pillars:

- The creation of economic growth opportunities for future generations
- Continued research and use of clean propulsion systems
- Continued assessment of marine pump out systems
- Continued development and improvement of marina facilities
- Continued reduction of surface runoff
- Spill protocol for marina facilities
- Hurricane and storm protocol for marine facilities
- Development of clean marina certification for facilities and boaters
- Committed to lead the way into the future of the waterway health and its inhabitants by leading by example.

TOWN OF MARINELAND MARINA

The Town of Marineland Marina is a municipal facility located along the scenic Matanzas River, at the north end of Flagler County, in Marineland, Florida. With 41 slips and 750' of side-tie dockage, this quaint marina has become a popular stopover for transient boaters on the ICW and a gateway to all that the Town of Marineland has



to offer. Mobius took over management of the facility in 2011 and instantly began playing a pivotal role in the marina's redevelopment. As a result, the marina has generated self-sustaining revenues, surpassing projections, year after year.

In addition to managing all aspects of the facility's daily operations, our team continues to serve in the capacity of project manager for the third phase of reconstruction. When completed, the marina will grow by an additional 25 slips and 300' of side-tie dockage, securing its future for many years to come.

Facility Website	MarinelandMarina.com
Active Captain Rating	4.5 stars
Contracted Since	2011
Contact	Town of Marineland POC: Suzanne Dixon, Town Manager Phone: 904-377-2748
Operating Season	Open year round
# of Employees	4
Organization Functions	Marina Management Services • Manage all aspects of daily marina operations, including slip assignments, finances, personnel, and maintenance. • Negotiate, secure, and administer all required licenses, occupancy agreements, service and vendor contracts. • Develop and implement various plans and procedures (i.e. hurricane preparedness, emergency response, marketing strategy, marina rules, and personnel code of conduct). Project Manager of Marina Redevelopment • Procured grant funds totaling nearly 1.5 million dollars for marina redevelopment, with an additional \$600,000 awaiting award by FWCC. • Coordinate reconstruction by serving as Project Manager.
Facility Capacity	41 slips (will total 66 at end of phase III of redevelopment) 750' side-tie dockage (will total 1050' at end of phase III of redevelopment)
Facility & Area Amenities	Restroom facilities, including showers and laundry Free WIFI Free Pump-out available in most slips Within walking distance: - Marineland Dolphin Adventure - Ripple Effect Ecotours - River to the Sea Preserve

PALM COAST MARINA

The Palm Coast Marina is a privately owned facility with more than 70 slips and 500' of side-tie dockage, a ship store and a fuel dock. Located adjacent to the ICW in Palm Coast, Florida, it is the only on-water fueling station for twenty plus miles in either direction. Additionally, it provides the only water-based access to the City of Palm Coast.



As Mobius took over management in 2017, much of the marina was in need of repair. We immediately began working with local contractors and the property owner to implement upgrades. Palm Coast Marina's bread-and-butter is fuel sales, so Mobius' first order of business was to replace the fuel dispensers, including one additional dispenser on the transient dock for the convenience of larger boats. Work to repair and replace other marina infrastructure is ongoing.

Over the course of the last three years, we have reduced expenses and increased the marina's net by nearly 30%.

Facility Website	PalmCoastMarina.net
Active Captain Rating	4.5 stars
Contracted Since	2017
Contact	JDI Palm Coast, LLC POC: Karin Appling Phone: 770-399-9930
Operating Season	Open year round
# of Employees	1 – full time 7 – part time
Organization Functions	Marina Management Services • Manage all aspects of daily marina operations, including slip assignments, finances, personnel, and maintenance. • Negotiate, secure, and administer all required licenses, occupancy agreements, service and vendor contracts. • Develop and implement various plans and procedures (i.e. hurricane preparedness, emergency response, marketing strategy, marina rules, and personnel code of conduct). Project Manager of Marina Capital Improvements • Facilitate upgrades by serving as Project Manager. • Negotiated with Gate Petroleum for new fueling station upgrades.
Facility Capacity	• 71 slips • 500' side-tie dockage
Facility & Area Amenities	Restroom facilities, including showers and laundry Pump-out Ship store Farmer's Market Golf Dining

MARINE PARK OF FLAGLER

The Marine Park of Flagler is 37 acres of property adjacent to the Town of Marineland Marina and the River to the Sea Preserve, a 90-acre park owned jointly by Flagler County and the Town of Marineland. This property is home to the Marineland Coastal Policy Center, a meeting/office space used by local non-profit groups and the property's owner. Scientists and other visitors often stay in one of four housing units on the property. While the green space is often used by non-profit and local groups for special events and community outreach. Some of these groups are: Gratitude America, Audubon, Sea Turtle Patrol, Scenic A1A, Bike MS, and the Marineland Right Whale Watch Program.



Contracted Since	2013
Contact	Jacoby Development, Inc. POC: Karin Appling Phone: 770-399-9930
Operating Season	Open year round
# of Employees	4
Organization Functions	Property Management Services • Property maintenance to include landscaping, building repairs, custodial services, appliance repairs, etc. • Maintain company vehicles, boats and equipment in good working order. • Oversee contractors and vendors. • Facilitate upgrades by serving as Project Manager. • Oversee responsible use of property by outside organizations. • Facilitate development meetings for property owners. • Develop and implement emergency plans and procedures • Provide monthly statements of repairs, expenses and staff hours to property owners
Facility Capacity	1 - 4,320 sq/ft meeting space 4 - 1,500 sq/ft housing units
Facility & Area Amenities	• Within walking distance: - Marineland Dolphin Adventure - Town of Marineland Marina - Ripple Effect Ecotours - Quiet beach - Matanzas Inlet



SECTION 4

PROFESSIONAL BACKGROUND

Mobius is led by a team of dedicated professionals. Our experienced staff is here to serve and ensure your confidence with the sole purpose of taking your marina to the next level of profitability and standards of excellence in the boating community.

The following team members will be directly responsible for overseeing operations of the Fernandina Harbor Marina.



CHRIS KELLEY

**Founder and President
Mobius Marine, Inc.**

Chris Kelley's creative and entrepreneurial spirit has proven effective in the various disciplines that all apply to the dynamics of marina management. Mobius Marine, Inc. morphed out of his successful construction company, Kelley Fine Woodworking, and his outfitter, Ripple Effect Ecotours. His construction management skills were honed with organization and exactness. By working as a captain and guide for his successful water tour business, which is based on a working waterfront, Mr. Kelley continued to foster his understanding of marina dynamics. His knowledge of working waterfronts extends beyond just marina operating areas, as his management of the Marine Park of Flagler has given him great depth and breadth of knowledge in the areas of permitting, easements, and the workings of a coastal municipality. Here are some of the Mr. Kelley's responsibilities and work experience:

- USCG Licensed Captain- 2012 to present
- Florida Master Naturalist Instructor – IFAS - University of Florida - 2010 to present

Marine Park of Flagler/JDI Marineland - Property Manager - 2013 to present

- Responsibilities include all that comes with managing the vast majority of the developable private property in the Town of Marineland such as:
- Oversight of the privately-owned utility with a wastewater treatment plant and potable water system for the whole town.
- Management of the Marineland Coastal Policy Center, providing support and scheduling for the numerous 501c3 organizations that utilize space.

Ripple Effect Ecotours – Founder and President – 2007 to present

Mr. Kelley grew his company from a 1-person operation to a fully functioning environmental education company while fostering partnerships with the following 501c3 non-profit organizations:

- Friends of Washington Oaks State Park
- Friends of Faver-Dykes State Park
- Friends of the GTM Research Reserve
- Florida Master Naturalist Program
- University of Florida Whitney Laboratory for Marine Bioscience
- Marineland Dolphin Conservation Center

The integration of Ripple Effect into the environmental community expanded Mr. Kelley's understanding for the importance of the incredible natural resources in Northeast Florida. This was the foundation for his unique and comprehensive approach to limiting and mitigating the impacts on our waterways and providing a sustainable and resilient future for clean marina operations. He understands the value of recreation for future generations.

Palm Coast Marina – Marina Manager/Mobius Marine – 2017 to present

For the past 3 years Mr. Kelley has been responsible for the entirety of operations of the Palm Coast Marina. He has negotiated the contracts and managed replacement of the new fueling dispensers. He continues to find ways to work with the city and the property owner to make cost effective repairs to this 40-year old facility to keep it functioning as an amenity and the only fuel dock in the City of Palm Coast and Flagler County. Most notably, under his leadership the Palm Coast Marina has seen a 30% increase in the net revenues over the past 3 years.

Town of Marineland Marina – Marina Manager/Mobius Marine – 2010 to present

Mr. Kelley's involvement in this marina restoration project started in 2010 and he was involved in most aspects of the marina design and construction, and organized the ribbon cutting of 24-slips for phase 1 in 2011. As the marina manager, Mr. Kelley knew he was taking a great risk with such a small and remote marina facility. Where others would see constant roadblocks and hurdles, Mr. Kelley saw an opportunity to continue to expand this marina facility into a gateway for the Town of Marineland and a model for a clean, sustainable, and resilient marina. In 2013, he started writing grants and was able to raise the funds to more than double the size of the existing

marina to accommodate up to 55 vessels, dredge the basin to provide proper controlling depths, and construct the new marina facilities to accommodate the new and higher demand. He was not only the grant writer but also the construction manager and handled every last detail of this project. But he did not stop there. As of today, Mr. Kelley has applied for well over \$2.5 million in grants and has been awarded \$1.5 million, with another \$600,000 in the pipeline. His dedication to this project is unmatched in terms of what it takes to accomplish such goals in a small-town setting with very limited resources. He was ultimately responsible for organizing and managing all aspects of phase II and III of the redevelopment project.

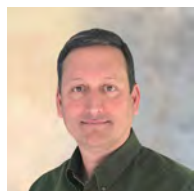
Marineland Stakeholders Group – Chairman- 2011 to 2019

As chair, responsibilities included scheduling, calling, and managing the meetings of the various stakeholders to address local issues and opportunities for collaboration and participation. Items discussed ranged from current events to complex utility issues. These meetings were typically attended by:

- Flagler County Administrator, Tourism Office, Land Manager, and district Commissioner
- Director of the UF Whitney Laboratory for Marine Bioscience
- Director of the Guana Tolomato Matanzas National Estuarine Research Reserve
- Manager Marineland Dolphin Conservation Center
- Other civic leaders and property owners

Serving many roles at Marineland, Mr. Kelley attended all the Town Commission meetings to include workshops, budget meetings, and special meetings for the past ten years. He provided assistance for FEMA claims for the Town of Marineland after Hurricane Matthew and participated in writing a Department of Economic Opportunity Grant for a Wastewater Treatment study. He also procured grant funds and coordinated derelict vessel removal for the Town. Only on a few occasions in the past 10 years was Mr. Kelley not in attendance to the monthly commission meetings as he was on summer vacation with his family. This experience, as well as many others shared by Mr. Kelley and his colleagues, has prepared Mobius Marine for future successes in municipal marina management.

Mr. Kelley brings a synergistic approach and a passion for the man-made and natural environments combined to form a unique model for the future of marina operations for the communities that they serve. When not in the office you will find him on the water with his wife of 24 years and their daughter out fishing or cruising up and down the east coast of Florida, the Keys, and the Bahamas, and spreading the word about the wonderful gateway marina facilities here in Northeast Florida.



BRAD MILLER
Intended Marina Manager

Mr. Miller is a Florida native, born and raised in Jacksonville. He obtained a degree in Recreation Management from Appalachian State University in Boone, NC, then later moved to the Puget Sound region of Washington State. There, he worked with Morale, Welfare and Recreation (MWR) on Naval Subbase Bangor. For the next twenty-five years, Mr. Miller worked with just a few other companies, all in the recreation industry. His employment accomplishments include:

- 8 years with Olympic Outdoor Center, Poulsbo, WA, serving as the Programs Director and Marketing Director.
- 7 years as owner/operator of Coastal Outdoor Center in St. Augustine, FL.
- 10 plus years with the Port of Poulsbo, Poulsbo, WA, serving in the maintenance department, then as Executive Director.

During the course of his career, Mr. Miller has sharpened his management skills through the responsible execution of staff management, fiscal planning, policy and procedure development, and capital improvement coordination. Other highlights include:

- developing and implementing various recreational programs.
- successfully managing recreation-based retail operations.
- organizing and executing annual charitable events.
- developing and implementing preventative maintenance programs for recreational facilities.

What makes Mr. Miller uniquely qualified for managing the Fernandina Harbor Marina is the experience he gained while serving as Executive Director for the Port of Poulsbo. The Port of Poulsbo is what is referred to as a special purpose district. In 1911, after citizens lobbied for the right to control access to the waterfront, the Washington State Legislature passed the Port District Act, allowing the people to form a “Port” district and elect commissioners to govern it. Port districts collect tax money from the citizens that live within its boundaries and use it for the economic development of the community through business development and job creation. Most Port districts own various assets that enable them to achieve this mission (i.e. marinas, airports, seaports, commercial buildings, etc.).

The Poulsbo port district is a relatively small, rural district serving the town of Poulsbo, population 11,000. The Port’s primary asset is the Poulsbo Marina, located on the town’s waterfront, much like the FHM. With over 250 permanent moorage slips for vessels up to sixty feet in length, and 130 guest moorage (transient) slips for vessels up to one hundred feet, the Poulsbo Marina is considered one of the largest, public-owned recreational marinas in the Puget Sound region. Marina amenities include shore power, potable water, multiple vessel pump-out stations (including mobile pump-out carts), dinghy docks, fuel dock, restroom and shower facility, laundry facility, loading dock, tidal inspection grid, multipurpose room, boat ramp, and seaplane base. During the peak season, the Port employs eight full-time staff and several seasonal, part-time staff.

As Executive Director, it was Mr. Miller’s responsibility to manage the day-to-day operations of the port district, with emphasis on marina operations. This task was accomplished by the following:

- Planning, prioritizing and managing facility maintenance and capital improvement projects.
- Procuring grant funding for use on capital improvement projects.
- Assisting the Port Accountant with budget development.
- Assisting the Port Commission with the development of the Port’s six-year comprehensive plan.
- Hiring, training, supervising and evaluated Port personnel.
- Leading the Port’s collective bargaining team.
- Overseeing the Port’s compliance with all Federal, State and local regulations.
- Enforcing the Port’s regulations and policies.
- Developing the Port’s Accident Prevention Program and the Emergency Response Plan.
- Disposing of derelict vessels.
- Coordinating multiple Port boundary expansion efforts.

Mr. Miller’s time at the Port of Poulsbo has prepared him for the delicate nature of public sector work. With that comes an understanding of the importance of working for community and including the input of the stakeholders (i.e. business owners, civic organizations, general public, etc.) in decision making. Decades of management experience have provided him with a strong working knowledge of what it takes to efficiently operate a large public recreational facility while providing the best possible service to its customers.



TERI WEBLEY

Office Manager / Executive Administrator / Grant Writer

Teri grew up on the Southern California coast where she attended college, married and started her family. She moved to Flagler County, FL in 2001. Soon after she went to work for a local non-profit where she served a Board of Directors and over 2000 members for 10 years. Teri brings 14 years of administrative experience in office management to our team. Some of her areas of expertise include: human resources, grant writing, fundraising, event coordination, finance, membership retention, document retention, and maintaining local, state, and federal licenses.

Teri and her administrative team, will assist your facility with your office operations and management, HR and payroll needs, financial forecasting, budgeting, and reporting. Teri is also an integral member of our grant writing team.

An aerial photograph of a speedboat moving across the ocean, leaving a large, white, foamy wake. The water is a deep teal color. The boat is small and colorful, with several people on board. The wake curves around the boat, creating a large, circular pattern of white foam.

SECTION 5

TECHNICAL CAPABILITIES

The following information is in response to the City's scope of work, as outlined in RFP #2020-02. It reflects the knowledge and experience that Mobius brings to the table, and speaks to the high level of management capabilities that we are known for.

A / Operate, supervise, manage, and maintain the Marina daily.

With Mobius Marine, Inc. you will gain a team of marina management professionals experienced in all phases of day-to-day management of marinas. Our individualized approach to marina management will ensure that the Fernandina Harbor Marina will receive the care and attention that will not only fulfill but exceed your expectations. We strive to maintain positive relationships with all boaters, customers, vendors and contractors.

B / Hire, train and supervise marina staff. These individuals will be employees of the contractor.

Using our multiple step hiring process, the management team at Mobius will vet applicants for experience and suitability in the position for which they are interviewing.

C / Implement a dress code and provide on-site personnel with uniforms and name tags to be worn at all times while on duty.

As employees of Mobius, marina staff will adhere to a code of conduct that includes standards for appearance that specify when and how to wear uniforms.

D / Maintain experienced staff and management for marina operations.

All department managers at Mobius work closely together to identify and act upon staffing needs at our facilities. Alterations in staffing are typically dictated by work volume (i.e. seasonal demands), training, redirection, recognition, or other necessary support.

E / Solicit, negotiate, prepare, administer and manage licenses, occupancy agreements, marketing agreements and service contracts (including, without limitation, engineering, telephone, security, and exterminator services), staffing and personnel needs, and other services, which are reasonably necessary for the Marina's facilities.

The management team at Mobius includes an office support component that is well versed in licensing requirements (including fuel docks); producing, implementing, and retaining agreements and contracts; sourcing providers of services and contractors; maintaining vendor contracts and proof of insurance; human resources, and providing support for marina operations where needed.

F / Collect and manage all payments for services and related deposits.

All funds collected at the marina will be processed through a point of sale system. Reports are run daily, monthly, annually, and as needed. Daily reports are reconciled with all transactions to ensure accuracy. A management team member always verifies the accuracy of the reconciliations.

G / Administer slip assignments.

Marina Managers with Mobius are trained to manage the delicate balance of dock occupancy. They utilize goals and data resources in an effort to gain an accurate understanding of ICW traffic, thereby aiding in the maximization of available dockage space. The Marina Manager will communicate these findings to subordinate staff administering slip assignments. The Marina Manager and staff communicate changes as needed.

H / Administer evictions and remove abandoned vessels.

Mobius Marina Manager will employ best management practices when ensuring that agreements are understood and followed, that dockage fees are paid, and that the boater is adhering to marina rules and standards. Marina Managers use tested, legal procedures when facilitating an eviction or removing an abandoned vessel.

I / Account for and report on Marina financial operations. Ensure that an appropriate dockage reservation system and accounting system is in place and that it has capabilities to export results of operations in a format compatible with the City's financial management system.

Mobius uses cloud-based point of sale and back office accounting systems that have, to date, proven to be compatible with our customer's systems. In the event our system is not compatible with the City's, we will work to remedy the issue in a timely and efficient manner. We will provide any necessary training and ensure that the transition is made in a manner as to provide continuity in reporting.

J / Prepare and implement annual Health and Safety Plan and Facility Maintenance Plan.

Mobius is contracted with an emergency response provider. Once we have evaluated the needs of the facility, a plan will be provided and a copy kept on file at the marina.

The Mobius marina management team will meet with the City to discuss goals and plans for reconstruction, rehabilitation or growth of the marina. After evaluating the condition of the marina and other needs, such as dredging, an initial facility maintenance plan will be produced and implemented. This plan will be the basis for future annual plans. Mobius is familiar with Bellingham Marine's dock maintenance procedures, which will be followed, and or adapted, to meet the needs of City expectations. We respect the need for public safety and health and find that our restroom cleaning procedures are better than most public facilities.

K / Implement the Marina's hurricane plan.

Mobius is prepared to implement its proven hurricane preparedness plan. The plan includes measures that address any issues that may arise from severe weather events, in order to provide the best possible outcome for the marina and its customers. Our hurricane preparedness plan will always be available for review and evaluation, to include the possible need for adjustments.

L / Administer a customer service program for the Marina.

At Mobius excellent customer service is the backbone of our company culture. We understand the connection between satisfied boaters and marina success, and how the immediate word-of-mouth chain can make or break a marina's reputation in the cruising community. All of our employees, from management to the newest staff member, are trained to engage customers in a professional and welcoming manner. Our procedures and policies include guidelines for how to assist customers in all phases of the customer experience, from pre arrival to departure and beyond. Procedures are also in place for instances when a customer is less than satisfied with their experience, including when to escalate to a member of the management team.

M / Prepare and implement advertising, promotional activities, and marketing plans.

The management team at Mobius will design a marketing plan to ensure that your marketing dollars are spent where they will get the best and most cost-effective results. We understand your customer base, because they are our customer base, and will reach out with invitations to come enjoy all that Fernandina Beach has to offer.

N / Design, maintain and update City Marina web page to incorporate the use of a variety of popular social media links (all information shall be property of the City).

Mobius possesses years of experience in producing and maintaining a web page, as well as a social media presence for a municipal marina. We will use our knowledge to build upon past FHM successes and maintain an image that the Fernandina Beach community can be proud of.

O / Purchase, in accordance with the approved operating budget, all equipment, tools, appliances, materials, and supplies reasonably necessary or desirable for the care, maintenance and operation of the Marina.

At Mobius we understand the need to adhere to an operating budget and the accountability required when operating a marina for a municipality. Our purchasing department researches all options regularly looking for the most cost effective way to provide the necessary items for the maintenance and operation of a marina.

P / Operate a full-service marina facility in a manner to maximize occupancy and revenues for the Marina.

Our Marina Managers will follow, anticipate, and adjust to the seasonal demands on moorage availability to include the cruising season, holidays, and summer weather patterns. This information is coupled with an understanding of ICW boat traffic (i.e. northerly and southerly migration), and local needs, to set goals and establish expectations for dockage occupancy.

Q / Provide a wide array of services and improve the level and variety of services available for the benefit and enjoyment of the Marina occupants and the boating community.

Mobius will design and implement a plan for the expansion, addition, and reassessment of the services offered at the Fernandina Harbor Marina. Emphasis is placed on customer satisfaction and retention, maximization of rentable space within the marina, and supporting the growth of the marina and surrounding community. Mobius successfully partnered with the local community to offer educational opportunities for boaters, utilizing Clean Marina and UF Coastal Master Naturalist literature. Boaters are drawn into the natural beauty that surrounds our marinas. We have also provided assistance and oversight for a weekly farmer's market, as well as entertained boat clubs and boat shows. The above aforementioned are in addition to the daily services that tend to the boaters needs, from the most basic, to the little extras that result in repeat business.

R / Protect the City's capital investment in the Marina facilities through the exercise of high standards of management, operation, and maintenance.

Mobius has developed an effective and proactive schedule of maintenance and repair that is designed to maximize the life of marina fixtures, buildings, docks, slips, and all related property, tools, and equipment. Whether the marina is brand-new, has some history, or is somewhere in between, we take pride in maintaining it in the best condition possible.

S / Act as the sole and exclusive managing agent of the City to manage, operate and maintain the Marina facilities. Establish and adjust fees, prices, rates and rate schedules for use of the Marina facilities and all licenses, agreements or contracts and any other commitments for the Marina's facilities.

At Mobius our office support team works closely with our marina operations team to ensure that all licenses, certifications, agreements, and contracts are current. Regular feasibility studies and price comparisons are conducted to ensure that prices, fees, rates, and schedules align with industry norms.

T / Establish and adjust fees, prices, rates and rate schedules for use of the Marina facilities and all licenses, agreements or contracts and any other commitments for the Marina's facilities.

Mobius regularly conducts market research to ensure that rates and fees fall within industry margins. Likewise, all licenses, agreements and contracts are scrutinized by our legal representation prior to implementation.

U / Use diligent efforts to cause all users of the Marina's facilities to adhere to posted Marina rules; strictly enforce such rules; and, comply with such rules.

Mobius marina managers and staff are vigilant and proactive in their approach to maintaining the order necessary in the marina setting. Everyone strives to ensure that all marina guests have an enjoyable experience, which is in part accomplished by providing a safe and secure environment. A component of their daily duties is to maintain a presence around the marina, interacting with the boaters and visually inspecting the facility. All rules are posted in conspicuous locations and verbally reiterated whenever necessary.

V / Ensure that the conditions specified in the grants used to fund the Marina's construction are adhered to without exception.

At Mobius we are well versed in grant management, reporting, documentation, and adherence. We have procured grants at the federal, state, and local levels. We possess first-hand knowledge of the importance of maintaining compliance throughout the life of a grant.

W / Work in cooperation with City staff to ensure the Marina's smooth operations.

The individualized approach to marina management that Mobius incorporates includes a desire and ability to work with the marina owner to develop and implement a management plan that achieves the marina owner's vision.

X / Work specifically with the City Finance Department, as required, to develop and manage financial operations and financial reporting.

The Mobius finance team will work closely with your finance department to develop and implement financial systems, procedures, and reports that align with your needs. We understand that, as a municipality, you have requirements regarding reporting, documentation, and document retention, and will work with you to ensure that these needs are met.

Y / Implement the Marina's approved budget.

At Mobius we know that the budget is an essential tool for effective and responsible operations of the marina. We use careful planning and scheduling in addition to monitoring where and how the budgeted funds are being used throughout the budget cycle.

Z / Schedule, coordinate, facilitate, attend and serve as City representative for all meetings of the City's Marina Advisory Board.

Communication with marina owners and community stakeholders is an important part of how Mobius approaches marina management. Having experience managing a municipal marina, we regularly provide representation at board meetings where we contribute supportive information to the board for the needs of the municipality, marina, and surrounding community.



SECTION 6

FINANCIAL & FEE PROPOSAL

The following table represents projected revenues and expenses for the marina when it becomes fully functional. Though it is understood that the facility is not yet 100% functional. These projections are based on similar Mobius business activity and actual historical financial data for the FHM. We feel that it is an accurate demonstration of FHM potential within the first two years. Provided that the facility remains fully functional in the future, we feel that the marina's potential can be much greater.

MOBIUS MARINE, INC. PROJECTED BUDGET

INCOME		
Dockage & Rent		\$ 865,426
Slip rentals - Permanent	\$ 171,864	
Slip rentals - Transient	\$ 547,500	
Slip rentals - Transient Non-Taxable	\$ -	
Slip rentals - Commercial	\$ 4,284	
Business Rentals	\$ 25,000	
Mooring Field Taxable	\$ 40,150	
Mooring Field Non-Taxable	\$ -	
Electricity	\$ 65,128	
Dinghy Dock	\$ 9,000	
Amenities Access	\$ 2,500	
Fuel, Oil & Additives		\$ 1,426,125
Diesel	\$ 1,200,000	
Gas	\$ 238,500	
Oil/Additives	\$ -	
Diesel Non-Taxable	\$ 19,500	
Discounts	\$ -	
Discounts Diesel	\$ (29,300)	
Discounts Gas	\$ (2,575)	
Discounts N/T DSL	\$ -	
Other Revenue		\$ 42,605
Merchandise for Resale	\$ -	
Services Non-Taxable	\$ -	
Services Taxable	\$ -	
Interest	\$ -	
Loss	\$ -	
Rents	\$ -	
Non Taxable Rents	\$ 12,357	
Insurance Proceeds	\$ -	
Other Revenues	\$ 30,248	
Gain on Sale of Assets	\$ -	
Loan Proceeds	\$ -	
TOTAL OPERATIONAL REVENUES		\$ 2,334,156

EXPENSES		
Employee		\$ 344,638
Salaries & Payroll	\$ 271,160	
Payroll Taxes	\$ 22,592	
Employee Benefit Programs	\$ 7,386	
Employee Health Insurance	\$ 37,500	
Training/Travel	\$ 6,000	

Services		\$ 37,800
Consultants/Professional Services	\$ 20,000	
Audit	\$ 6,800	
Accounting	\$ 1,000	
Legal	\$ 10,000	
Repairs & Maintenance		\$ 26,800
R/M Buildings	\$ 12,000	
R/M Equipment	\$ 4,900	
Mooring Field Repairs	\$ 9,500	
Gas/oil	\$ 400	
Fixed Costs		\$ 160,150
Communications	\$ 4,500	
Communications - cell	\$ 950	
Communications - internet	\$ 5,700	
Utilities - electric	\$ 54,000	
Utilities - water & sewer	\$ 25,000	
Insurance - City	\$ 70,000	
Other Expenses		\$ 1,325,147
Credit Card Fees	\$ 68,747	
Management Fee - Fixed	\$ 70,000	
Printing	\$ 1,750	
Promotional	\$ 9,000	
Misc expense	\$ -	
Office supplies	\$ 2,200	
Operating supplies	\$ 55,000	
Uniforms	\$ 1,750	
Household/Instit, Janitorial supplies	\$ 3,300	
Books/Subs/Dues	\$ 1,000	
Fuel for resale	\$ 1,112,400	
TOTAL OPERATIONAL EXPENSES		\$ 1,894,535

OPERATING NET		\$ 439,621
Management Fee - Variable (10% of Operating Net)		\$ 43,962
BALANCE		\$ 395,659

FEE PROPOSAL

For the work necessary to fulfill the requirements outlined in the scope of work, Mobius proposes a multi-tier management fee. Part 1 is a base rate of \$70,000 per year. Part 2 is a variable fee based on 10% of the annual operating net.

As one can see, even after management fees have been paid, there is a projected balance of nearly \$400,000 for the City to use as they see fit.

SECTION 7

REFERENCES & RECOMMENDATIONS



FLORIDA INLAND NAVIGATION DISTRICT

April 24, 2020

Mr. Dale Martin
City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034

Dear Mr. Martin:

Please accept this letter of reference for Mr. Chris Kelley, President, Mobius Marine, Inc. (Mobius). The Florida Inland Navigation District (FIND) has worked with Mr. Kelley for over 7 years through FIND's Waterway Assistance Program, providing grants for multiple phases of the successful Town of Marineland Marina Restoration.

Mobius' exceptional ability to research, attain, and administer numerous grants from multiple agencies has been beneficial to the District's goals to improve and increase public waterway access along the Intracoastal Waterway (IWW). Mobius has exhibited superior performance in all facets of the redevelopment of the Town of Marineland Marina, including project response time, project outline, and project goals. The Marineland Marina project was successfully completed within budget and on schedule. This was a particularly unique accomplishment as Hurricanes Matthew and Irma both impacted the Town of Marineland during this project.

The District is also participating in funding for the next phase of this project. Mobius has successfully combined 4 different grants from 4 different agencies totaling in excess of \$1.2 million for this project, with minimal funding required by the Town of Marineland. Mr. Kelley and other members of the Mobius team have attended many of the District's Public Outreach Events over the last 7 years and have presented to the District board on at least 5 occasions. Mobius is well-respected in the marina management/construction industry and is valued for integrating working waterfronts into the community while showcasing transient dockage opportunities along the IWW. The District is pleased to have maintained a long and successful working relationship with Mobius Marine.

Please contact me if you have any questions or need additional information.

Thank you.

Sincerely,

Mark Crosley
Executive Director

COMMISSIONERS

DON DONALDSON
CHAIR
ST. LUCIE COUNTY

J. CARL BLOW
VICE-CHAIR
ST. JOHNS COUNTY

JON NETTS
TREASURER
FLAGLER COUNTY

FRANK GERNERT
SECRETARY
BROWARD COUNTY

T. SPENCER CROWLEY, III
MIAMI-DADE COUNTY

DONALD J. CUOZZO
MARTIN COUNTY

CHARLES C. ISIMINGER
PALM BEACH COUNTY

SUSANNE McCABE
VOLUSIA COUNTY

MICHAEL O'STEEN
DUVAL COUNTY

JERRY H. SANSOM
BREVARD COUNTY

LYNN A. WILLIAMS
NASSAU COUNTY

VACANT
INDIAN RIVER COUNTY

MARK T. CROSLEY
EXECUTIVE DIRECTOR

JANET ZIMMERMAN
ASSISTANT EXECUTIVE
DIRECTOR

ADMINISTRATIVE OFFICE ON THE INTRACOASTAL WATERWAY IN PALM BEACH COUNTY
1314 MARCINSKI ROAD, JUPITER, FLORIDA 33477-9427 TELEPHONE 561-627-3386 FAX No. 561-624-6480
www.aicw.org



Mr. Dale Martin
City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034

Dear Mr. Martin,

Please accept this letter of reference on behalf Mr. Chris Kelley, the Marina Manager for the Town of Marineland Marina and owner of Mobius Marine. I have served on the Town of Marineland Commission since December 2016 and have first-hand knowledge of the efforts of Mobius Marine's involvement in this project. Mr. Kelley was given the authority by the Town Commission to be the project manager for the permitting, planning, design, grants writing and administration, and construction management for Phase 2 of this project, as the Town of Marineland has limited resources available to manage these tasks. The outcome of his efforts has provided for a sustainable and resilient asset for the Town. Mr. Kelley networked with local, county, state, and federal government agencies to make this project successful and created a gateway facility for the Town, local businesses, and stakeholders. In addition to marina construction and operations, Mr. Kelley has shown time and time again that he and his colleagues at Mobius Marine will go to great lengths to work with all levels of government to assist in creating a destination here in Northeast Florida. Thanks to the efforts of Mobius Marine, under Mr. Kelley's leadership, the Town of Marineland Marina Phase III project is mostly funded and we hope to break ground early next year.

Should you have any questions, feel free to contact me by phone at 386-276-1742 or by email at commissioner2.marineland@gmail.net

Sincerely,

Craig Lenniger
Vice Mayor
Town of Marineland, FL



Michael A. Anthony
Executive Director
GratitudeAmerica Inc.
P.O. Box 16956
Fernandina Beach, FL 32034



April 27, 2020

City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034

To Whom It May Concern:

I am writing this letter to show support Mr. Christopher Kelley and Mobius Marine. GratitudeAmerica, Inc. is a 501(c)(3) non-profit organization whose primary goal is to provide critical support for our past and present military service members and their families during their return to civilian life. We accomplish this goal by offering retreat programs that use restorative approaches to assist participants affected by deployment exposures such as Post Traumatic Stress and Traumatic Brain Injury.

Our first Military Support Retreat was hosted in Marineland, Florida in 2013 and was a great success in large part because of the efforts of Mr. Kelley. Since then Mr. Kelley has provided direct logistical support in the form of on water programming and support facilities, including free use of the Coastal Policy Center for over 15 Military Support Retreats. His leadership and community involvement have touched the lives of over 200 combat veterans and their spouses.

For the last 7 years GratitudeAmerica has hosted their annual 5K race fundraiser at the Coastal Policy Center and Marineland Marina. Mr. Kelley and his team have volunteered their time and facilities every year and because of that support, we raised over \$35,000 for our veteran retreats.

The World Health Organization claims that there is “no health without mental health” and there is currently a mental health crisis among our returning combat veterans. The US Department of Veterans Affairs and the National Center for PTSD estimates that 11–20% of military personnel involved in Operations Iraqi Freedom (OIF) and Enduring Freedom (OEF) have been diagnosed with PTSD. Our veteran retreat participants have greatly benefitted from eco-tours from the Marineland Marina and lessons at the Coastal Policy Center.

As a Fernandina Beach based charity who has been touched by Mr. Kelley and Mobius Marine we thought you would appreciate hearing of their philanthropy and great work supporting veterans.

Respectfully,

Michael A. Anthony
Executive Director

County Attorney
1769 E. Moody Blvd Bldg 2
Bunnell, FL 32110



www.flaglercounty.org
Phone: (386) 313-4005
Fax: (386) 313-4105

April 27, 2020

City of Fernandina Beach
c/o Purchasing Department
RFP #2020 - 20
Fernandina Beach, FL 32034

Re: Mobius Marine Submittal

Dear Ladies and Gentlemen:

Mobius Marine requested a reference letter in connection with its proposal to operate/manage the marina in your city. I am preparing this in my capacity as County Attorney based on our governmental dealings with Mobius Marine in its operations at the Marineland Marina.

I have been acquainted with this company since approximately 2010 when it implemented a Tourism Development Grant awarded by the County to the Town of Marineland to develop the marina. The prior owners of the marina had closed it when it had deteriorated to the point that it was unsafe for the public and boaters. The owners at that time had commenced a partial reconstruction but the effort was not completed. Later the marina came into the hands of the Town of Marineland due to a development order in favor of Centex Destination Properties. The developer transferred the marina to the Town as part of a work out of the development order.

The Town applied for funds to develop the marina, obtaining a \$150,000 grant from the County Commission. Simultaneously the Town secured an approximate \$200,000 grant from FIND. The Town selected Mobius Marine to oversee the rebuilding and operating of the marina to serve boaters on the Intracoastal Waterway. The funding initiated an effort overseen completely by Mobius Marine. The marina commenced service as promised in the grant agreements. It was literally a night and day transformation, from being shuttered to operating with a vibrant public presence.

Additionally, with its popularity, the Town supported Mobius Marine expanding the marina through in a Phase II. On behalf of the Town, Mobius Marine sought and received \$150,000 from the Commission. Mobius Marine procured another \$300,000 from FIND and a Florida Boating Improvement Program Grant ("FBIP") for \$310,000. With that project phase constructed and operational, Mobius Marine submitted for Phase III funding. The County Commission, in full support of the undertakings at the marina, awarded another \$150,000. FIND followed suit with another \$170,000, I believe, and the FBIP program awarded \$300,000.

Charles Ericksen, Jr.
District 1

Greg Hansen
District 2

David Sullivan
District 3

Joe Mullins
District 4

Donald O'Brien, Jr.
District 5



City of Fernandina Beach
c/o Purchasing Department
April 27, 2020
Page 2

Mobius Marine remains the manager and operator of the marina and the County has had no problems, only praise, for the performance of this company.

In my over 40 years of experience in governmental law, I have run into vendors that have talent but are undercapitalized and unfortunately fail despite their best intentions. I have run into vendors that are adequately financed but the vendor's operational people make the relationship unworkable or non-productive. However, Mobius Marine hits the trifecta – operational competence, consistent financial capability, and provides a value added service to users and the general public.

Mobius Marine is a partner with the County in the 90-acre River to Sea Preserve. It has been instrumental in assuring the property functions as we expect for our citizens and visitors. The marina is a focal point and a pleasant destination for those hiking, biking, fishing, camping, visiting the beach, or swimming with the dolphins. The appearance of the marina is always neat and clean. Bathrooms and laundry facilities are well kept. The marina staff always have a professional appearance. I am aware, too, that the marina enjoys a highly respected ranking under Active Captain.

Mobius Marine also exhibited great skills in screening and recommending to the Town the contractors for the marina work. Mobius Marine handled the state and local permitting extremely well. We also have heard no complaints from customers concerning its operating standards.

From the public face of Mobius Marine, it has done a great job with social media in promoting the marina and its role with the other public resources at the River to Sea Preserve. It is accountable, as well, in handling what are essentially public budgets. Most recently, I know Mobius Marine successfully pursued post-disaster FEMA funding for the Town. As well, Mobius Marine has been active with other governmental partners at the State level and that has benefitted the County.

I do not think you could find a better vendor for your historic marina. Marineland likewise is an historic marina, just not operated commercially or militarily from its inception. It served the World's First Oceanarium, Marineland, for decades. We care very much about our history in Flagler, as I know you do about your unique history. Mobius Marine has honored the history of Marineland and I believe it will serve you well on all of the fronts that are important for a public marina.

If you have any questions at all, please do not hesitate to contact me. Thank you.

Sincerely,



Albert J. Hadeed
County Attorney



May 1, 2018

RE: Letter of Recommendation for Brad Miller

To whom it may concern:

It is my pleasure to provide an unqualified letter of recommendation for Brad Miller.

I have represented public port districts throughout the State of Washington for over thirty years. I also serve as the general counsel for the Washington Public Ports Association. Over the years, I have worked with many port staff and port executive directors. The Port of Poulsbo has been a client of our firm for a number of years where Brad Miller was the executive director.

From my perspective, Brad Miller was an excellent executive director. He understood his job and the role of the Port of Poulsbo in the community. It was obvious that the Port was well managed. In legal matters, he was always organized and had a clear grasp of the legal issues. I also observed Brad Miller at various WPPA events where he always participated and brought thoughtful comments to the discussions.

In summary, it was my impression that Brad Miller was a thoughtful and efficient manager. I recommend him without hesitation and would be happy to talk with anyone about Brad Miller.

Sincerely,

CHMELIK SITKIN & DAVIS, P.S.

Frank J. Chmelik

FJC/kbb

F:\CSD Office\Brad Miller Recommendation\Miller recommendation 05012018.docx

18431 Fjord Drive NE
P.O. Box 394
Poulsbo, WA 98370
360-930-8654

May 7, 2018

To Whom It May Concern:

I am writing on behalf of Brad Miller, who has served these last five years as Executive Director of the Port of Poulsbo, in Poulsbo, Washington. I was appointed to the position of Port Commissioner in 2012, and then elected to a six year term in 2014. Before moving to Poulsbo, I served on Active Duty for twenty-four years as a commissioned officer in the U.S. Coast Guard; and as senior counsel in a consumer litigation law firm I founded in Arlington, Virginia.

While working for the Port, Brad participated in and managed a broad range of activities on behalf of our \$5 million Port District and Waterfront Marina with almost 400 guest and permanent moorage slips. These have included the following:

- managed multiple, large capital improvement projects at the Marina
- applied for and managed several capital improvement grants
- for a period exceeding one year, represented the Port in collective bargaining and unionization of the employees
- obtained a Washington Clean Marina designation for the Marina
- developed and implemented the first marketing strategy program, resulting in a significant increase in guest moorage patronage
- managed two campaigns for annexation of property into the Port District
- in concert with the City of Poulsbo, managed and superintended the Port's abandoned and derelict vessel program, resulting in removals of derelict vessels at risk for contamination of the Marina and Liberty Bay
- investigated, reviewed, and formalized numerous Port policy statements, including policies on implementation of Washington law regarding the Public Records Act and the Open Public Meetings Act
- investigated and secured offer of transfer of surplus floating dockage, valued at over \$4 million, from Elliot Bay Marina, to the Port of Poulsbo for its major capital improvement program
- instrumental in organizing and superintending a major off-season Winter Boating Rendezvous event for four years, resulting in increased boating tourism for Poulsbo in February each year
- promoted and monitored, over a five year period, weekly (seasonal) Port visits by cruise ships owned by American Cruise Lines
- created and implemented the Port's first Accident Prevention and Emergency Response programs
- represented the Port in negotiations with Poulsbo Fire District in leasing a boathouse to the Fire District, to facilitate the Fire District's decision to locate its new fire boat at the Marina
- surveyed moorage rates for Puget Sound recreational marinas, to determine appropriate moorage rates for the Poulsbo Marina
- arranged float plane "splash-in" events for first two years at Poulsbo Marina, to promote Port's FAA-approved seaplane base on Liberty Bay
- managed annual Seattle Boat Show participation by Port of Poulsbo for promotion of the Port as a destination marina
- scheduled and supervised maintenance work force at Poulsbo Marina
- along with Port Auditor, prepared budget estimates for Port operations.

I have worked closely with Brad on many of these efforts over these last five years, and have concluded that he is a highly competent, diligent, moral, and efficient professional whose absence at our Port will be greatly missed for quite sometime. I highly recommend Brad Miller for employment.

I am available to discuss this recommendation by telephone and/or in person at your convenience.
Sincerely, I am

/s/

Stephen L. Swann
Port Commissioner
Port of Poulsbo
(Commander (Ret.), U.S. Coast Guard)



SECTION 8

EXHIBITS & ADDENDUMS

EXHIBIT A /	CONTACT SHEET	35
EXHIBIT B /	PUBLIC ENTITY CRIMES	36
EXHIBIT C /	DRUG-FREE WORKPLACE CERTIFICATION	38
EXHIBIT D /	E-VERIFY STATEMENT	39
EXHIBIT E /	PROPOSER ACKNOWLEDGEMENTS AND AGREEMENTS	40
EXHIBIT F /	CONFLICT OF INTEREST	41
EXHIBIT G /	NON-COLLUSION AFFIDAVIT	42
EXHIBIT H /	DISPUTE DISCLOSURE	43
ADDENDUMS /	1-5	44-53

**CITY OF FERNANDINA BEACH
REQUEST FOR PROPOSAL 2020-02
MANAGING AND/OR LEASING MARINA FACILITIES**

EXHIBIT "A"
CONTACT SHEET

Name: Mobius Marine, Inc.

Federal Taxpayer ID: 45-1827185

Mailing Address: 101 Tolstoy Ln

City, State, & Zip Code: St Augustine, FL 32080

Telephone: 904-315-9892 **Fax:** _____

Email: chris@mobiustrmarine.com

Submitted By: Christopher Kelley

Title: President

FIRM Accepts Credit Cards*: ☒ **Yes** ☐ **No**

Accounting Contact:

Name: Teri Webley **Title:** Office Manager

Email Address: teri@mobiustrmarine.com **Phone:** 904-803-3969

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

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL



**CITY OF FERNANDINA BEACH
REQUEST FOR PROPOSAL 2020-02
MANAGING AND/OR LEASING MARINA FACILITIES**

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 project 2020-02.
2. This sworn statement is submitted by (entity) Mobius Marine, Inc. whose business address is 101 Tolstoy Ln, St Augustine, FL 32080 and (if applicable) Federal Employer Identification Number (FEIN) is 45-1827185 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)
3. My name is Christopher Kelley 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.



**CITY OF FERNANDINA BEACH
REQUEST FOR PROPOSAL 2020-02
MANAGING AND/OR LEASING MARINA FACILITIES**

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.
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: 7/27/2020

STATE OF FLORIDA
COUNTY OF Flagler

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 27 day of April, 2020, and is personally known to me, or has provided _____ as identification.



Teri Webley
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG092008
Expires 12/1/2020


Notary Public
My Commission expires: _____

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL



**CITY OF FERNANDINA BEACH
REQUEST FOR PROPOSAL 2020-02
MANAGING AND/OR LEASING MARINA FACILITIES**

EXHIBIT "C"

DRUG-FREE WORKPLACE CERTIFICATION

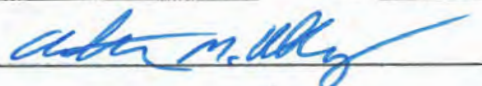
The below-signed INDIVIDUAL/FIRM certifies that it has implemented a drug-free workplace program. In order to have a drug-free workplace prepare, a business shall:

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: Mobius Marine, Inc.

CITY: St. Augustine STATE: Florida ZIP CODE: 32080

SIGNATURE:  PHONE: 904-315-9892

NAME (TYPED OR PRINTED): Christopher Kelley TITLE: President

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL



**CITY OF FERNANDINA BEACH
REQUEST FOR PROPOSAL 2020-02
MANAGING AND/OR LEASING MARINA FACILITIES**

EXHIBIT "D"

CITY OF FERNANDINA BEACH, FLORIDA



E-VERIFY STATEMENT

Bid/Proposal Number: 2020-02

Project Description: Marina Management-Leasing

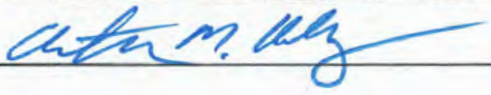
Fernandina Harbor Marina

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: Christopher Kelley / Mobius Marine, Inc.

Authorized Signature: 

Title: President

Date: April 27, 2020

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL



**CITY OF FERNANDINA BEACH
REQUEST FOR PROPOSAL 2020-02
MANAGING AND/OR LEASING MARINA FACILITIES**

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: Christopher Kelley Title: President

Signature:  Date: April 27, 2020

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL



**CITY OF FERNANDINA BEACH
REQUEST FOR PROPOSAL 2020-02
MANAGING AND/OR LEASING MARINA FACILITIES**

EXHIBIT "F"

CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with Bid, Proposal or Contract for bid project 2020-02

This sworn statement is submitted by (entity) Mobius Marine, Inc. whose business address is 101 Tolstoy Ln, St Augustine, FL 32080 and (if applicable) Federal Employer Identification Number (FEIN) is 45-1827135 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Christopher Kelley and my relationship to the entity named above is President.

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

Signature

Date:

Christopher M. Kelley 4/27/2020

STATE OF FLORIDA

COUNTY OF

Flagler

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 27 day of April, 2020, and is personally known to me, or has provided _____ as identification.

Notary Signature

My Commission expires: _____

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL



**Teri Webley
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG052008
Expires 12/1/2020**

**CITY OF FERNANDINA BEACH
REQUEST FOR PROPOSAL 2020-02
MANAGING AND/OR LEASING MARINA FACILITIES**

EXHIBIT "G"

NON-COLLUSION AFFIDAVIT

This sworn statement is submitted with Bid, Proposal or Contract for bid project 2020-02.

This sworn statement is submitted by (entity) Mobius Marine, Inc. whose business address is 101 Tolstoy Ln, St Augustine, FL 32080 and (if applicable) Federal Employer Identification Number (FEIN) is 45-1827185 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Christopher Kelley 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.

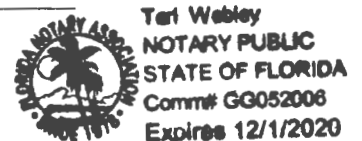
 4/27/2020
Signature Date:

STATE OF FLORIDA
COUNTY OF Flagler

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 27 day of April, 2020, and is personally known to me, or has provided _____ as identification.


Notary Signature

My Commission expires: _____



THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL



**CITY OF FERNANDINA BEACH
REQUEST FOR PROPOSAL 2020-02
MANAGING AND/OR LEASING MARINA FACILITIES**

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.

Mobius Marine, Inc.

April 27, 2020

Firm

Date



Christopher Kelley / President

Authorized Signature

Printed or Typed Name and Title

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL



CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 1
For
RFP 2020-02 MARINA MANAGEMENT-LEASING

1. The RFP opening will be extended until April 30, 2020 at 2:00pm.
2. The budge for this can be found at <https://www.fbfl.us/417/Budget>.
3. Current contract attached.



CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 1
For
RFP 2020-02 MARINA MANAGEMENT-LEASING

City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034

ADDENDUM No. 1

The following changes are applicable to the original RFP documents and specifications of **RFP 2020-02**. This Addendum No.1 now becomes part of the original Request for Proposal and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting the proposal. Failure to do so may disqualify the submittal.

Submitters shall thoroughly familiarize themselves with the contents of this Addendum before submitting the proposal.

NAME: Christopher Kelley **TITLE:** President

ADDRESS: 101 Tolstoy Ln

CITY: St. Augustine **STATE:** FL

AUTHORIZED SIGNATURE:  **DATE:** April 27, 2020



**CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 2
For
RFP 2020-02 MARINA MANAGEMENT-LEASING**

Due to the COVID 19 restrictions, City facilities are closed to the public. Hand Delivered submittals will not be accepted. Only mailed or packaged submissions will be accepted.



CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 2
For
RFP 2020-02 MARINA MANAGEMENT-LEASING

City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034

ADDENDUM No. 2

The following changes are applicable to the original RFP documents and specifications of **RFP 2020-02**. This Addendum No.2 now becomes part of the original Request for Proposal and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting the proposal. Failure to do so may disqualify the submittal.

Submitters shall thoroughly familiarize themselves with the contents of this Addendum before submitting the proposal.

NAME: Christopher Kelley **TITLE:** President

ADDRESS: 101 Tolstoy Ln

CITY: St. Augustine **STATE:** FL

AUTHORIZED SIGNATURE:  **DATE:** April 27, 2020



CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 3
For
RFP 2020-02 MARINA MANAGEMENT-LEASING

1. Will electronic submission be allowed? **Not at this time.**
2. Can we get a copy of the current agreement between the city and Westrec?
The current Westrec lease is included in Addendum No. 2 on the City website.
3. Is there a P&L for the last fiscal year or past year on just the marinas performance?
This information can be found at <https://www.fbfl.us/documentcenterii.asp>, Finance folder to Audit folder.



CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 3
For
RFP 2020-02 MARINA MANAGEMENT-LEASING

City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034

ADDENDUM No. 3

The following changes are applicable to the original RFP documents and specifications of **RFP 2020-02**. This Addendum No.3 now becomes part of the original Request for Proposal and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting the proposal. Failure to do so may disqualify the submittal.

Submitters shall thoroughly familiarize themselves with the contents of this Addendum before submitting the proposal.

NAME: Christopher Kelley **TITLE:** President

ADDRESS: 101 Tolstoy Ln

CITY: St. Augustine **STATE:** FL

AUTHORIZED SIGNATURE:  **DATE:** April 27, 2020



CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 4
For
RFP 2020-02 MARINA MANAGEMENT-LEASING

1. Would the City like to see a proposed complete operating budget for the marina as an entity, or just the revenue and our forecasted expenses to the city? **Only the revenue and forecasted expenses to the City.**



CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 4
For
RFP 2020-02 MARINA MANAGEMENT-LEASING

City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034

ADDENDUM No. 4

The following changes are applicable to the original RFP documents and specifications of **RFP 2020-02**. This Addendum No.4 now becomes part of the original Request for Proposal and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting the proposal. Failure to do so may disqualify the submittal.

Submitters shall thoroughly familiarize themselves with the contents of this Addendum before submitting the proposal.

NAME: Christopher Kelley **TITLE:** President

ADDRESS: 101 Tolstoy Ln

CITY: St. Augustine **STATE:** FL

AUTHORIZED SIGNATURE:  **DATE:** April 27, 2020



CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 5
For
RFP 2020-02 MARINA MANAGEMENT-LEASING

1. Must the separate lease for the dock house remain separate or can the marina's management and dock house component be combined? The dock house is not required to be separate and, as part of discussions with the selected contractor/vendor, subject to further discussions, if desired.

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 5
For
RFP 2020-02 MARINA MANAGEMENT-LEASING

City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034

ADDENDUM No. 5

The following changes are applicable to the original RFP documents and specifications of **RFP 2020-02**. This Addendum No.5 now becomes part of the original Request for Proposal and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting the proposal. Failure to do so may disqualify the submittal.

Submitters shall thoroughly familiarize themselves with the contents of this Addendum before submitting the proposal.

NAME: Christopher Kelley TITLE: President

ADDRESS: 101 Tolstoy Ln

CITY: St. Augustine STATE: FL

AUTHORIZED SIGNATURE:  DATE: April 27, 2020



OASIS MARINAS

TO: City of Fernandina Beach
Attn: City Clerk's Office – RFP #2020-02
204 Ash Street
Fernandina Beach, FL 32034

FROM: Oasis Marinas, LLC
125 West Street
Annapolis, MD 21401

RFP: #2020-02
Managing and/or Leasing Marina Facilities
Fernandina Harbor Marina

DUE: April 30, 2020 by 2:00 PM



Fernandina Harbor Marina

Table of Contents

Cover Letter	3
Work Experience	5
Professional Backgrounds.....	9
Scope of Work.....	13
Exhibits & Addenda	28
Financial Proposal.....	43

April 30, 2019

City of Fernandina Beach
Attn: City Clerk's Office – RFP #2020-02
204 Ash Street
Fernandina Beach, FL 32034

Dear Ms. Weeks,

We are thrilled to have the opportunity to submit a proposal to manage and operate the Fernandina Harbor Marina. Fernandina Beach is full of rich history and has the right combination of fabulous dining, diverse shopping, historical landmarks and annual events to attract transient boaters. Furthermore, the Fernandina Beach residents and surrounding community are ready and waiting to bring life back to the marina after its extended closure. The goals between the City and Oasis are mutually focused – we both strive for service excellence. Oasis Marinas offers resort amenities and high-touch service while maximizing operations efficiency and effectiveness. Oasis Marinas will revitalize the ecosystem and activate the waterfront for Fernandina Harbor Marina as a must-visit marina in the area with our marine industry marketing, cruisers' club loyalty program and Five Diamond service standards.

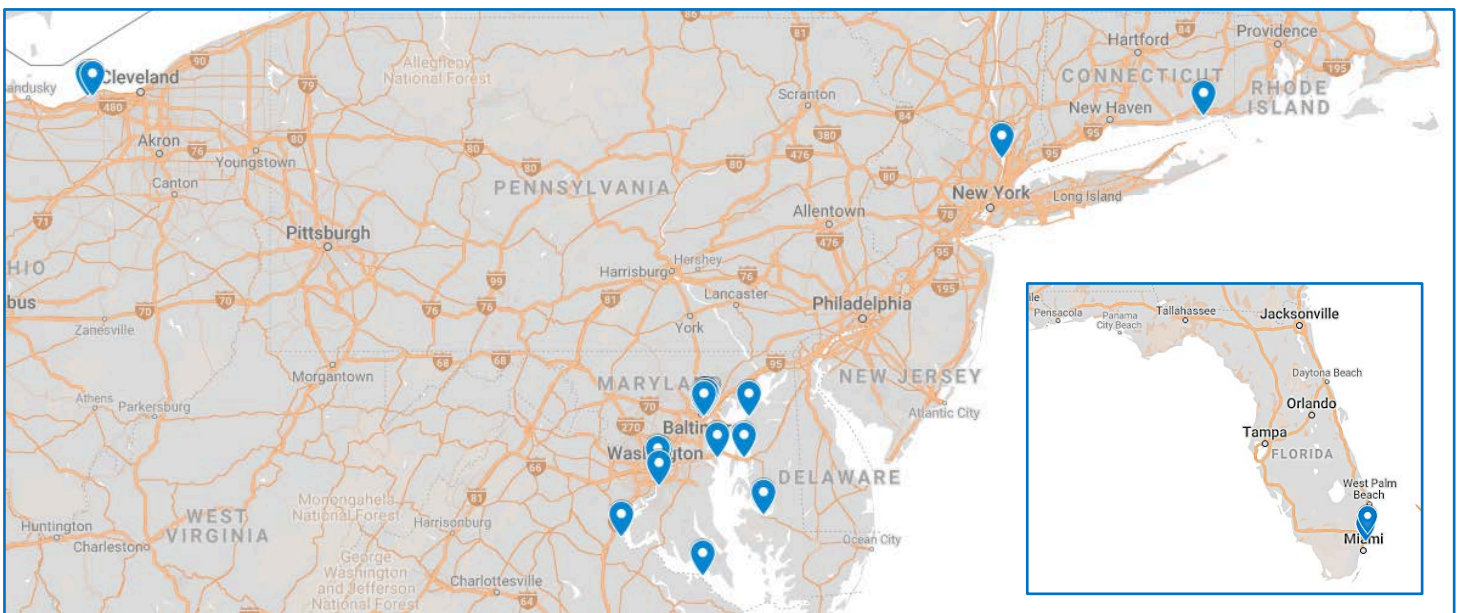
Experience

Having roots firmly planted in the hospitality industry, Oasis focuses on service and quality first and foremost. Oasis Marinas stands out for our quality of service and our attention to detail in operations. Our background is built from over a century of accomplishment and professionalism in the key areas of marina management in order to provide marina owners and customers a unique combination of service quality. By providing industry-leading service and technology, we provide a unique and high-touch customer experience with consequent revenue growth across the board.

Our History and Locations

Oasis Marinas provides boaters and property owners service satisfaction by bringing decades of experience in marina and hospitality management. Though the vision was born long ago, we developed a strategy for service excellence in marina management in 2014, and in 2015 we began operations at our first marina in Baltimore. Headquartered in Annapolis, the company now has grown to over 20 locations spread across the Mid-Atlantic and Great Lakes regions and sizes ranging from 20-600 slips.

Oasis Marinas from the Midwest to the East Coast



Areas of Service

Many of our marina properties are multifaceted to include management of and collaboration with public events, third-party vendors, public and private entities, office leases, restaurant/retail components, site maintenance teams and amenity services. We work with cities, parks departments, governmental agencies, boards, mixed-use development partners and other public entities for project coordination, event management, program development, certifications, permits and public grants. Our marina operations vary to include resort amenities, recreational activities, special events, maintenance, brokerage, marina stores, fuel docks, transient boating, dry storage, restaurants, condominiums, campgrounds, parks, offices, cottage rentals and more.

Our Core Strengths

Fanatical Hiring Standards
High-Touch Customer Service
Amenity Programs
Targeted Development & Training
Facilities Master Plan
Facilities Life Cycle Management
Sustainability Programs
Metrics-Driven Management
Integrated Marketing Programs
Cutting-Edge Technology

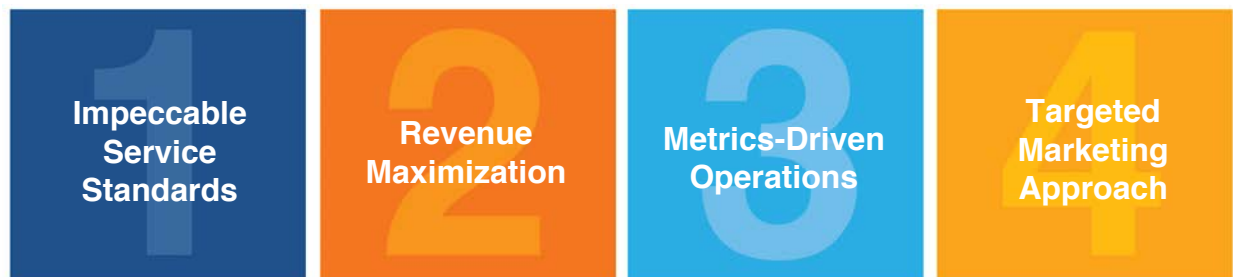
Our Philosophy

The backbone of Oasis Marinas is enriching the customer experience to provide effective communication for boater arrival, departure and everything in between. We see a gap in the marina industry longing for consistent brand expectations for quality operations, customer service and facility condition – Oasis exists to fill this gap. Oasis Marinas revolutionizes the marina experience by offering efficient and clean operations without sacrificing the higher levels of service your customers crave.

Ensuring the satisfaction and delight of customers is an important part of differentiating your marina. ***Oasis' management team and strategy will provide that differentiation.*** Oasis Marinas has brought together experts in marina management and hospitality management to offer world-class business management, high-touch customer service and detailed facilities maintenance services to the marina industry. Our comprehensive operations and management policies set our marinas apart and help us exceed our customers' expectations.

The Value Oasis Offers

By choosing Oasis Marinas, Fernandina Harbor Marina will benefit in the following ways:



We are confident that we can offer growth and world-class service to Fernandina Harbor Marina. Following the initial review and evaluation of our proposal we would love to meet to answer any other questions from the City and show how we have helped other marinas achieve their service and revenue goals.

Sincerely,

Dan Cowens
Founder & Chief Executive Officer

Brian Arnold
VP of Business Development



Work
Experience

Highlighted Properties



Harbor East Marina in Maryland (Voted Best on the Bay 2019)

Harbor East Marina has 184 slips with up to 800 feet of alongside dockage, and two-thirds of the marina is set aside for transient boating according to the Boating Infrastructure Grant. The marina is in the heart of Baltimore near ample restaurants and event venues and services transient, annual and seasonal guests. Oasis improved the marina by managing a \$9M pier renovation, providing premium dockside service, redesigning the marina office, rebranding the marina and creating new marketing programs—all with the goal to improve NOI—our team succeeded within the first year.

Several years later, Harbor East Marina is flourishing with revenues four times greater than when we began our contract.

Oasis completed the management of a \$9M pier renovation June 2018 including new floating docks, upgrading the electrical systems, adding IPE decking and dredging the northwest corner of the marina.

Property features:

- High-use facility with over 180 slips and two-thirds transient business
- Annual slip contracts at 100% occupancy within 1st year of operations
- Transient business is surging
- Continued to test the market rate elasticity by increasing the rate by 40% over 3 years
- Currently maintaining popularity with a waitlist for the last 3 years
- Central boaters lounge refresh with additional amenities like coffee and donuts, arrival gifts, and live music
- Addition of a boat show and larger boats
- Ship store
- Event venue
- Work with commercial operators
- Coordinate with the City of Baltimore, Department of Natural Resources, Maryland Department of the Environment and US Department of Fish and Wildlife Service
- Coordinate and manage outside vendors
- Maryland Clean Marina certified

Tim O'Donald,
410.779.4700
todonald@harboreast.com

"Harbor East has become known throughout the region as one of Baltimore's most vibrant neighborhoods, featuring best-in-class design, contemporary amenities and renowned shops and restaurants," stated Tim O'Donald, President of Harbor East Management Group. "It is only fitting that our marina reflect the quality and modernity of the development in order to provide boaters the same elevated experience we provide on land. Today, we are proud to announce that the new Harbor East Marina is not only the premier marina destination in Baltimore, but also one of the few truly elite properties on the east coast."

National Harbor Marina



"The Oasis team is hitting home runs here!"

Christopher J. Borgal CSM, CMCA

AVP Asset Management & Operations, National Harbour

Towards the end of 2018 we had the privilege to add National Harbor Marina in National Harbor, Maryland to our portfolio. National Harbor Marina is perfectly positioned in the Upper Potomac River, on the Maryland coastline and is surrounded by an abundance of shopping, dining and activities within National Harbor's 350 acres of waterfront resort space. The Marina is a first-class facility with state-of-the-art floating docks, full length finger piers and alongside dockage up to 150ft.

Almost immediately after starting we were able to re-commission the fuel system, which had been in and out of service for multiple years. By reviving the fuel system Oasis added an amenity and in return improved revenue and profit. The location's customer review rating went from 2 stars to 4 stars in response as well. In addition to the fuel system improvement, Oasis also worked with ownership to develop a long-term plan to dredge and maintain the marina.

Property features

- 70 floating slips
- 1800' alongside dockage
- Several commercial operators
- Private shower, restroom and laundry facility
- 125' fuel station
- Pump out
- Complimentary garage parking for slipholders
- Electrical connections for 30-amp, 50-amp and single-phase 100-amp service
- 15 blocks of mixed-use development (including MGM Casino, Gaylord Hotel and various annual events and festivals)

Chris Borgal
Peterson Companies/National Harbor
301.203.4170
cborgal@petersoncos.com

The Wharf Marina in Washington, DC



We're so excited to add The Wharf Marina in Washington, DC as a member of the Oasis Marinas family as of July 2018! This remarkable mile-long neighborhood along the Washington Channel of the Potomac River reestablishes Washington D.C., as a true waterfront city and destination. Boaters will enjoy having easy access to residences, offices, hotels, shops, restaurants, cultural uses, marinas, and public areas including waterfront parks, promenades, piers, and docks. Onsite, the Wharf boasts more than 300 slips at various locations spanning across its vast promenade, as well as moorings that can accommodate vessels up to 45', and commercial piers.

Since our start in 2018, Oasis has maintained operation through a multiphase marina redevelopment slated to be completed in 2022. The north marina houses approximately 50 transient slips, and the south marina is currently under construction with 400 slips planned. Throughout construction we work to provide our superior product with minimum disruption in service as we manage a diverse liveaboard community at the south marina. In addition to regular marina operations, Oasis Marinas coordinates with the community partners, developers, City and third-party planners on events and programming within this vast waterfront community.

Property features

- 400 floating dock boat slips
- 50 transient slips
- 8 mooring balls
- 1500 feet of alongside dockage
- Superyacht destination
- 1 mile of waterfront community
- 10 acres of parks
- 29 pubs and restaurants
- Concert venue
- Laundry, showers and restrooms
- Ship store
- Water taxi and additional commercial operators
- Paddleboard/kayak rental
- Proximity to city attractions

Jon Mcavoy
Sr. Vice President & Director of Finance
202-255-8141
jonm@hoffman-dev.com



Section 3

Professional Backgrounds

Project Team

Oasis Marinas is directed by marina and hospitality management professionals, Certified Marina Managers and USCG Licensed Masters with a vision of hospitality excellence and decades of business experience. Our leadership team has deep industry knowledge including facilities management, hospitality, business development, human resources, technology, corporate finance and marketing. As boat owners, the Oasis team understands the challenges that marina owners, dockmasters and boaters face every day.



Dan Cowens – Founder & Chief Executive Officer

Dan's love for the water began when he worked for Annapolis Bay Charters in Annapolis Maryland throughout high school and has continued to grow since. Dan Cowens has over 25 years of experience in hospitality management services working with hotel companies ranging from Five Diamond hotels like Four Seasons to the largest and most consistent brands like Marriott. As a result of this hospitality experience, Dan developed the Oasis Marinas' vision: to provide high-quality marina management services in Annapolis and around the world. Dan is also a military veteran with eight years of service in the U.S. Army.



Kirk Gautreau – Chief Operating Officer

Kirk has over 20 years of business experience in the hospitality, oil and gas and financial services industries. Kirk brings a wealth of knowledge and experience to the Oasis Team. Most recently Kirk led multiple departments of a national hospitality services company, where he led transformational acquisitions growing the company to over 14,000 employees, and integrated business systems and processes for over 900 locations nationwide. Kirk's love of the water and boating started at an early age as he grew up fishing in the marshes at the mouth of the Mississippi River in Southeastern Louisiana. Today, he and his family are situated on the Chesapeake Bay where he's passing on his love of the water to his children.



Mark Gretz – Chief Financial Officer

Mark Gretz has more than 30 years of experience working with startups and high growth companies in finance, accounting, operations and acquisitions. Currently, he is the CFO of Oasis Marinas. Most recently, Mark was Managing Director and Chief Financial Officer at Evergreen Advisors a Mid-Atlantic based investment banking and corporate advisory firm providing outsourced CFO services where he participated in all aspects of venture funding for early stage companies from \$2M to \$37M. Mark previously served as Vice President, Finance at BDMetrics, where he was responsible for all accounting, HR and finance functions. He directly participated in \$27.5 million in venture funding. Mark's prior experience includes Vice President of Finance for NTT/Verio, Inc., a leading International provider of Internet solutions where Mark was responsible for all aspects of monthly financial reporting. Prior to NTT's acquisition of Verio, Mark was Vice President and CFO of the Eastern Region of Verio, a publicly traded Internet company. Additional responsibilities at Verio included financial and operational integration of acquisition candidates, budgeting, and the implementation of financial reporting software. Prior to Verio's acquisition of ClarkNet, Mark was the Chief Financial Officer of Clark Internet Services, Inc. ("ClarkNet") where he was responsible for all accounting, finance, human resource, and administrative functions of the company. Mark began his career at Nemphos, Weber & Co. CPA's where he was a partner.



Adam Zilberbaum – VP of Technology

Adam Zilberbaum brings proven experience in creating and leading companies in the mobility segment and over 15 years in various technology industries. Most recently, he was the founder and CEO of Parking Panda, which he grew to over \$25M in revenue from its founding in 2011. In 2017, Adam led the acquisition of Parking Panda to its largest competitor SpotHero. His proven track record as an entrepreneurial and business minded technologist, along with his depth of experience in the aggregator space, make him an ideal leader to drive continued growth for Oasis and its affiliated companies.



Eric Bradley – VP of Operations & Project Leader

Eric Bradley has been working in the marina business for over 20 years. Over the course of his career, Eric has managed and consulted for 19 marina facilities. During his time managing marinas, Eric managed all levels of operations from maintenance and service to slip rentals and finances. Eric specializes in marina improvements, whether creating new revenue sources and more efficient operations, Eric always leaves a marina in a better state. In addition to managing marinas, Eric has also designed and managed construction and renovation projects for over a dozen marinas in the Mid-Atlantic Region, including a recent \$9M marina renovation in Baltimore. When Eric is not busy managing a renovation project, he is managing fishing tournaments and boat shows. This diverse experience is one of the reasons he was elected the President of the Marine Trades Association of Maryland, where he oversaw legislative decisions, workforce developments and organized events and sponsorships. Eric is now our Vice President of Operations where he is responsible for overseeing major projects, location budgeting and onboarding marinas.



Benjamin Burns – VP of Marketing

Benjamin Burns has been working in digital marketing for over 15 years. Throughout his career, Benjamin has built performance-based marketing teams at Marriott International with a primary focus towards increasing brand awareness and increasing online hotel reservations across associated brands and driving returned value for franchise owners. Benjamin held an executive leadership role at The Bozzuto Group, an experience-focused commercial real estate company (\$15 billion portfolio value, over 76,000 residences) responsible for constructing customer acquisition frameworks, marketing analytics, and marketing operations, covering over 250 websites. Also, Benjamin was responsible for creating a bespoke digital marketing framework to grow three venture-backed marketplace start-ups, LivingSocial, ParkingPanda and CircleBack, two of which have been acquired. Focusing on the customer's journey, driving brand value, constructing scalable marketing performance solutions and relying on analytics, is why Benjamin, has joined as Vice President of Marketing.



Paul Goldsholl – Human Resources Manager

Paul brings 8 years of HR experience in the fields of Talent Acquisition, Training and Leadership Development to the team. Throughout his career he has designed leadership programs for over 5,000 employees nationwide and onboarding/compliance programs for more than 15,000 associates to date. Paul also brings 5 years of operations leadership to the Oasis team from the hospitality industry with large hotel brands including Loews, Westin, and Hyatt. Paul focuses on incorporating operations feedback from all levels of leadership and operations. From this feedback, Paul continually evolves training programs to improve on items such as workflows and compliance.

**Dawn Voorhees – Corporate Controller**

Dawn joined Oasis Marinas in October 2017 as Corporate Controller. She is a dynamic leader with over 25 years of solid and progressive experience in accounting, finance and treasury management in the hospitality and service industries. As Corporate Controller, Dawn oversees accounting with a focus on developing a scalable accounting infrastructure that includes systems, staff development, establishing policy and internal controls to support the growth of the company. In addition, Dawn oversees our client accounting services and is responsible for developing new client on-boarding process. Previously, Dawn was the Controller and Director of Treasury for Towne Park, Ltd. where she provided leadership and direction to the Accounting Operations team and had an integral role in contributing to the growth of the company for over 14 years.

**Brian Arnold – VP of Business Development**

Brian has 23 years of sales, business development, customer service and operations experience. In this time, he has worked in telecommunications, real estate, hospitality management and marina business development. Brian is also a USCG licensed master, lifelong boater and loves cruising, water sports and traveling.

**Jat Talton – VP of Marina Development**

Jat is a second-generation General Contractor, holds a Bachelor of Science in Construction Management from East Carolina University and has over \$1.5 billion in construction management experience. Jat has design and construction knowledge of both vertical and horizontal real estate development. Collectively, Jat has overseen the design and construction of over 150 marinas across North America. Jat prides himself on adding value to all projects by protecting the Owner's investment and driving projects to completion while maintaining quality, budget, schedule and customer satisfaction.

**Jim Bronstien – Market Partner, Marina Business Advisors**

Jim Bronstien has been a fixture in the South Florida community and Marine Industry for 30 years with an extensive background and familiarity with the entire marina landscape in all of Florida. In 2006, Jim started Marina Business Advisors/US Marina Group and is now a Managing Partner with Kevin Quirk. Previously, Jim presided over the famed company Rybovich, as both owner and president, for 20 years until selling the company in 2005. Jim is a long-time member of Palm Beach County's Tourist Development Council and chairs the finance committee in charge of all bed tax dollars, so he is well versed in tourism initiatives throughout Florida. Additionally, Jim was one of the founding members to start the Marine Industries Association of Palm Beach County and was a long-standing executive board member of the Marine Industries Association of Florida.

**Kevin Quirk – Market Partner, Marina Business Advisors**

Kevin Quirk has extensive knowledge in marina design, layouts and function. Based out of Ft. Lauderdale, Kevin has been a Managing Partner with Marina Business Advisors/US Marina Group since 2018. Previously, Kevin spent 10 years with full oversight of the renowned Bahia Mar marina and hotel property, including a complete transformation of that facility to a megayacht marina. Among his accomplishments, Kevin spearheaded long-term contract negotiations for the Bahia Mar to host the Ft. Lauderdale International Boat Show. Kevin also spent 12 years as Vice President of Blackstone Group's LXR Marina division with full oversight of 8 marinas throughout Florida.



Section 3

Scope of Work

The Oasis Marinas Approach

At Oasis Marinas, our approach is service excellence, attention to detail and operations efficiency. From the moment the Oasis team begins managing a new marina, our team focuses on these key areas: hospitality standards, staffing and training, maintenance needs, marketing initiatives and technology enhancements. ***For Fernandina Harbor Marina, we will focus on transient customers, revenue growth and high-touch customer service.***

Hospitality & Amenities

Oasis Marinas will always place customer satisfaction at the top of the list. Our team will transform the outlook of the marina with amenities, dockside service and a high-touch customer service approach. We understand that our team will be the first interaction with those coming to Fernandina Harbor Marina, and the first impression is key to the overall experience of the boaters while visiting Fernandina Beach.

Detailed Maintenance

Oasis Marinas is all about planning and organization. Our team will implement our Master Plan in accordance with the Scope of Work and Draft Contract to create a more efficient and profitable operation. This is done both to ensure everything is in working order for the customer as well as to eliminate any safety risks.

Staffing & Training

Oasis Marinas is fanatical about our standards for hiring and training. Only the best people are hired and trained with the goal of providing each marina exceptional service.

Marketing

Oasis Marinas will make it a priority to provide the marina guests an interactive experience to draw in more boaters. Our marketing team will use online and local direct marketing channels, backed by our major industry partners, to increase the exposure of the marina.

Technology

Oasis Marinas will manage all accounting and payments for Fernandina Harbor Marina using our marina management system. We will also improve technology with our online reservation software, backed by leading industry partners.



Scope of Work

A. Operate, supervise, manage, and maintain the Marina daily.

Oasis Marinas will operate, supervise, manage and maintain the marina daily according to the requirements in agreed terms of the draft contract.

At Oasis Marinas, we aim to provide high-touch customer service and attention to detail in our operations. Our attention to detail shows in our well-maintained equipment and facilities. Our functions at a facility like Fernandina Harbor Marina will typically include collection of revenues, staffing, general housekeeping, non-capital repairs, cleaning and sweeping of debris, trash removal, maintenance of light fixtures, maintenance of directional and informational signs, and maintenance of electrical, mechanical, and marina equipment systems, etc.

To ensure close attention to detail, our managers complete daily inspections of our properties and follow up on areas that need attention. Our expectation at our marinas is that all areas of the project are in perfect working order. To accomplish this operationally, we “inspect what we expect.” Our managers conduct daily walkthroughs of the operation. For legally compliant operations and maintenance items, our managers conduct their inspections and record their data in a site-specific tracking mechanism on our centralized repository. This information is monitored regularly and reported according to Federal, State and local requirements. The items for attention become the task lists for our maintenance teams. The results of the audits are used to grade the performance of our management team. This cyclical rhythm enables us to ensure the highest quality product at our marinas.



B. Hire, train and supervise marina staff. These individuals will be employees of the contractor.

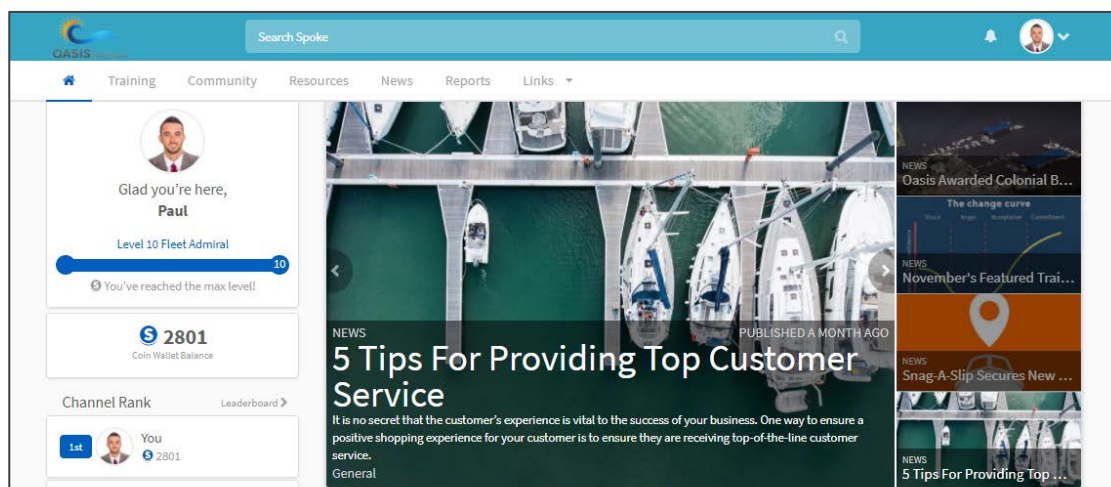
With our “hire for attitude, train for skill” approach, brand standards, training and hospitality experience, we confidently promise to Fernandina Harbor Marina Five Diamond, hospitality focused marina management services that will rival any luxury hotel in the world. Excellent customer service begins and ends with great people. A smiling face and a helpful hand immediately set the tone for a guest’s experience onsite, and we are diligent in how we source, hire and train our teams. Using a combination of online assessments and in-person auditions, we identify and test candidates to determine if they have a genuine interest in serving others. Once hired, we support them with a robust training program designed to not only give them the skills they need, but to also create a culture of professional growth.

Our cutting-edge Learning Management System has more than 100 courses for team members, covering topics such as marine safety, coaching, time management, public speaking and personal wellness. We even use gamification within the system to encourage engagement, with members earning badges and rewards as they pass our courses! Training will cover the following topics and delve deeper into each segment as it directly correlates to this operation’s requirements.

Leadership skills
Boat operations
Customer service

Problem solving skills
Maintenance & winterizing
Safety and first aid

Emergency management
Hurricane preparedness
Environmental management



C. Implement a dress code and provide on-site personnel with uniforms and name tags to be worn at all times while on duty.

We require a set of established brand standards for cleanliness, uniformity, personal appearance and marina appearance. As Oasis Marinas will be operating all aspects of the marina experience, the service associates will work in unison to deliver a smooth, seamless appearance and transition via uniforms, posting positions, radio communication, customer name recognition, texting services and intensive training to guarantee the guests are greeted and assisted to satisfy all of their needs.

D. Maintain experienced staff and management for marina operations.

The Founder and CEO of Oasis Marinas, Dan Cowens, created our company to provide boat owners with high-touch customer service and marina owners with exceptional management standards. In order to provide an unmatched experience, we employ and train only the best people

in the industry. The Oasis difference is found in our strategies and training; we train in marina service quality, facilities maintenance, marine industry marketing, safety/risk management, technology and high-touch customer service.

E. Solicit, negotiate, prepare, administer and manage licenses, occupancy agreements, marketing agreements and service contracts (including, without limitation, engineering, telephone, security, and exterminator services), staffing and personnel needs, and other services which are reasonably necessary for the Marina's facilities.

Successfully managing great vendors is critical to a property's success. We understand that organizing contracts and vendors can be stressful and time consuming. As part of our holistic management approach, Oasis Marinas will negotiate, support and manage all executed and effective contracts, licenses and agreements that you have with your various vendors and partners. Oasis Marinas will provide project management and contract negotiation to act as the liaison between site vendors and the City. Our contract and agreement services include:

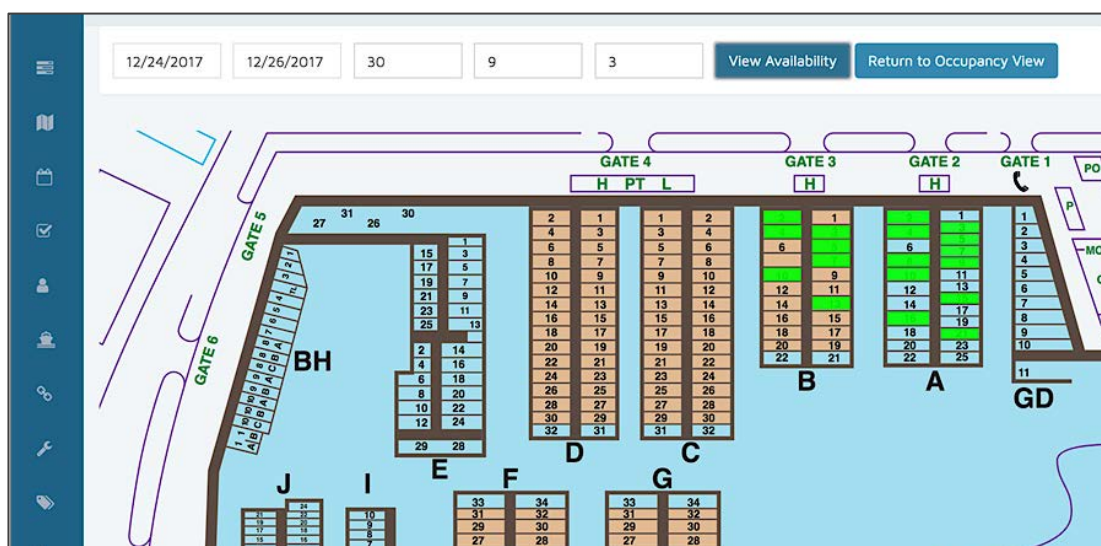
- Cost benefit analysis & materials sourcing
- Project management
- New product offerings
- Partnership development
- Negotiation
- Contract review & management
- Service level agreements

F. Collect and manage all payments for services and related deposits.

Oasis will track collection of rents, deposits and other related fees as applicable through our marina management system software, which will allow our team to bill and collect all payments for goods and services as required by the draft contract.

G. Administer slip assignments.

Oasis Marinas will manage the marina slips and track all slip rental occupancy levels in real-time through our marina management software. This software delivers advanced cloud-based tools that allows our operations managers track the marina in real time, run reports and book reservations. The sample below demonstrates the dashboard view of the marina software, but we would be happy to provide a full demo upon request.



H. Administer evictions and remove abandoned vessels.

Our management team will monitor delinquencies and unauthorized occupancies and enforce all applicable laws as necessary to ensure the marina operation is efficient and successful and in accordance with the draft contract.

I. Account for and report on Marina financial operations. Ensure that an appropriate dockage reservation system and accounting system is in place and that it has capabilities to export results of operations in a format compatible with the City's financial management system.

With Oasis Marinas, Fernandina Harbor Marina will gain a professional accounting and forecasting team. At the site level, Oasis Managers are trained in budgeting, which allows our onsite team to be more in-tune to operational needs in real-time. Each of our properties undergo monthly budget reviews by our corporate office, followed up by quarterly and annual reviews. Oasis managers regularly perform location forecasts and will provide a financial reporting packet for the appropriate City personnel in accordance with the draft contract requirements.

The marina management software, reservation software and the accounting software that Oasis Marinas uses allows our team to track and report the operation in great detail with control and efficiency.

J. Prepare and implement annual Health and Safety Plan and Facility Maintenance Plan.

With Oasis Marinas, the City will receive a marina management team with superior industry knowledge and practices, which we have developed in our Standard Operating Procedures Manual. The Oasis SOP manual is an in-depth and daily resource tool for our team members that includes but is not limited to boat docking procedures, opening/closing routines, emergency response preparedness, health and safety, appearance standards and maintenance inspections.

Fernandina Harbor Marina needs a proven team that can budget and execute the vision for the marina. The Oasis Facilities Master Plan will help articulate the vision and align investments when needed. With a professional and metrics-driven approach, we can help you plan, operate and maintain your property to facilitate maximum life at the least amount of cost. Oasis Marinas, along with its industry partners, will ensure your facility and operations are green, efficient and in compliance with all regulations.

Oasis will implement our SOP Manual that will cover all daily operational, maintenance and safety items in accordance with the requirements of the draft contract.

K. Implement the Marina's hurricane plan.

One of the greatest threats to a marina is a hurricane. Fortunately, modern forecasting enables us to be thoroughly prepared for these events so that we can prioritize our customers' and employees' safety. Oasis Marinas maintains a comprehensive Emergency Procedures Plan within our SOP Manual, which will include a custom Hurricane Plan for Fernandina Harbor Marina. Staff members will be trained on safety and emergency procedures during a hurricane. Some areas of interest covered in our hurricane and severe weather plan include emergency contacts, vessel owner action plan, facility evacuation plan and hurricane watch and warning checklists to secure the facility and vessels.



L. Administer a customer service program for the Marina.

First Impressions

First impressions are critical, and we are obsessive about our presentation. The backbone of Oasis Marinas is enriching the guest experience to provide effective communication for boater arrival, departure and everything in between. We require a set of established brand standards for cleanliness, uniformity, personal appearance and location appearance; however, the best strategy for inspiring loyalty and return visitation is to consistently provide excellent customer service. For this reason, Oasis Marinas is heavily focused on the customer experience from the moment guests reserve a boat slip or walk through the door until they leave the property.

Continual Improvement

In order to enrich the guest experience further, we measure customer experiences at our marinas and use that for process and service improvements. At the conclusion of their stay each boater receives a digital survey. Our team gathers the survey feedback and uses the results to focus on improvement areas. Oasis properties consistently score ten points higher than our competition, and this feedback loop is how we ensure continual improvement. Additionally, our operations team has the ability to adapt to the ever-changing needs of our customers based on economic change, environmental circumstances or health emergencies. *For example, we have already adjusted our customer service and operational plans at our sites to cater to COVID-19 needs and precautions.*

Our Methods

Whether an online boat slip rental system, provisions delivery, social event or online reputation management Oasis ensures a high level of customer service through implementation of Five-Diamond service standards, “bow to bye” service, learning management system (LMS) courses and mystery shopper programs.

Five Diamond
Service Standards

“Bow to Bye” Service

Learning Management System
Customer Service Courses

Mystery Shopper Program

Dynamic

Flexible

Proactive

M. Prepare and implement advertising, promotional activities, and marketing plans.

Lifecycle Performance Marketing

Ensuring you partner with the best management company who can provide the most impactful marketing and media outreach is paramount to fuel the future growth and success of Fernandina Harbor Marina. Oasis Marinas is the best match in the industry. Our marketing performance team brings major industry partnerships and experience where we can guarantee elevated exposure for your marina. In addition to the direct marketing budget for Fernandina Harbor Marina, every Oasis Marinas property receives over \$50,000 per year of in-kind marketing.

Oasis Marinas' marketing performance experts will develop a holistic lifecycle marketing strategy and will apply the resources necessary for execution. Before developing a comprehensive marketing strategy, our team analyzes the market's current activities, local market conditions, customer feedback, website optimization and what we call the BJM - Boaters Journey Map, which prescribes individual touchpoints along the boaters path from planning their destination, reserving a slip, time during stay, through to departure and return. We focus on the complete customer journey, not just a singular point, which makes Oasis a remarkable fit in managing your marina.

The Marketing Lifecycle



Image Source: <https://expresswriters.com/marketing-lifecycle-vs-sales-funnel-content-marketing-trends/>

Customer Analytics

Today's breed of marketer leads by leveraging data. The Oasis performance marketing team, for example, are Google Analytics certified, which guarantees our ability to infuse insightful customer analytics into our day-to-day marketing strategy. We don't think what could work for your marina, we understand where and what guests want starting from their initial destination search, through to slip reservation, arrival, stay and future return. We are relentless in maximizing our return on marketing while consistently delivering our high-touch personalized service.

Although we build awareness around local events, retail, and custom themed events, etc. on-site to bring local and net new guests from outer markets, we highly consider the attention of the returned visit. Our consumption of guest information allows us to build targeted and timely marketing content which will inspire guests to return. By identifying who our loyal customers are, we can invite them to an internal social influencer program to aid in spreading the word and virality across their network of boaters. Data strengthens our marketing strategy, drives efficiencies and delivers value to both the bottom line and our guests.

Lifecycle Marketing Channels



Marinalife Magazine Promotional Platform

Marinalife connects boaters and marinas through its comprehensive website, quarterly lifestyle magazine and travel tools including trip itineraries and online marina reservations. With this industry-leading partner as our sister corporation, Oasis has the ability to publish and advertise our marinas to a network of 600,000 Marinalife and Snag-A-Slip users to provide ultimate exposure.



Snag-A-Slip Online Transient Reservations

Oasis Marinas has many partners throughout the industry. Our primary booking partner is our sister company, Snag-A-Slip. Together, Marinalife and Snag-A-Slip have a network of over 700 marinas and 600,000 users.



Snag-A-Slip is the industry-leading free online boat slip reservation platform that allows boaters to explore marinas and search for slip availability based on travel dates, length, beam, draw and power requirements. It is also the most highly rated platform by customers and a trusted source of information from Google based on their ranking system. Boaters can pick their preferred marina after reviewing amenities, location, and availability – and then book immediately with ease and confidence! Snag-A-Slip benefits include:

- Boost visibility – free profile highlighting property and amenities
- Increase revenue – increase exposure
- Hassle-free management – markets, books and manages inventory in real-time
- Dedicated assistance – customer service, regular contact and surveys
- Access more – cruising groups, yacht clubs and rendezvous

As guests book their slip, we are able to leverage data i.e. type and size of boat, originating zip code, email address, and more to further enrich and customize their marketing lifecycle strategy i.e. email, content, offers etc. opposed to the generic one size fits all marketing that many deliver today.



EXPLORE.

Find and explore marinas from Canada to the Caribbean.



BOOK.

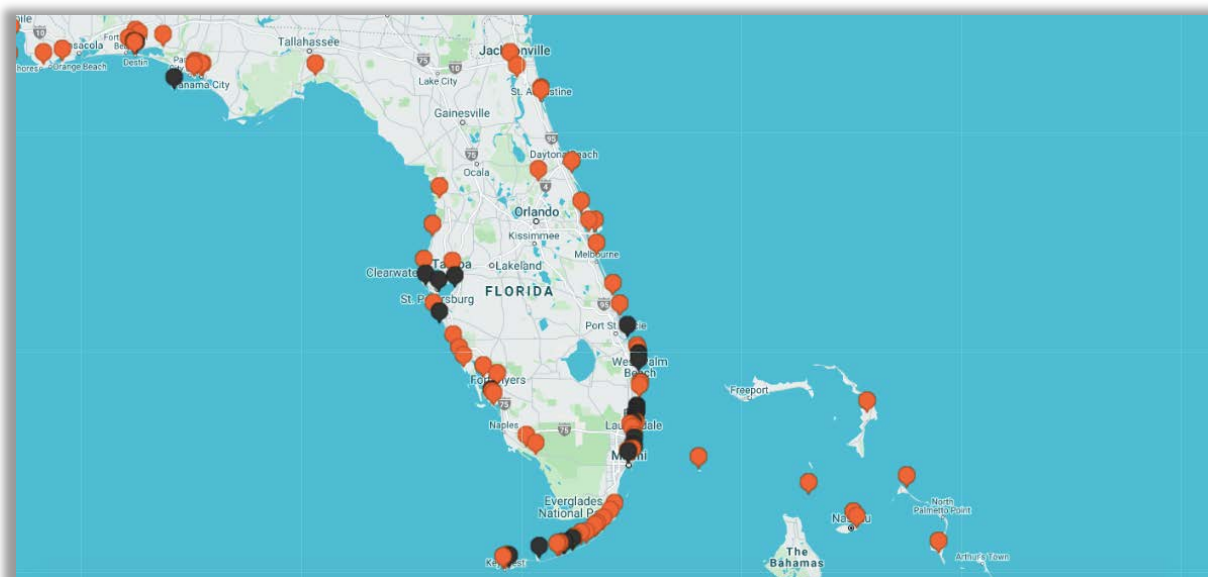
Snag your boat slip or mooring easily using our online reservation system.



BOAT.

Get underway with confidence and enjoy your destination!

Snag-A-Slip in Florida



N. Design, maintain and update City Marina web page to incorporate the use of a variety of popular social media links (all information shall be property of the City).

Oasis exists to improve customer satisfaction and fill a service gap in the marine industry with our propriety high-touch customer service. We view our marina websites as one of the first guest touch points. As such, our marketing team develops personalized, informative and visually appealing websites for each of our marinas that immediately sets the tone and draws the customer in for an experience of Five Diamond service.



O. Purchase, in accordance with the approved operating budget, all equipment, tools, appliances, materials, and supplies reasonably necessary or desirable for the care, maintenance and operation of the Marina.

Each year during the annual budget meeting, our manager presents proposed operating expenses as well as projected major purchases or major maintenance items to be approved by the City Manager. Once the budget is approved, Oasis manages the purchases within the limits of the budget throughout the year. For operations costs or major purchases that exceed the budget, the manager will seek approval from the City Manager as necessary prior to purchase. Throughout the year, Oasis will regularly communicate through weekly status updates and monthly financial reviews regarding financial performance and operational updates.

P. Operate a full-service marina facility in a manner to maximize occupancy and revenues for the Marina.

Our team works towards a solution that creates a significant impact to the marina's success as well as compliment the community. Our previous experience highlighted in this proposal is a testament to our success in revenue and occupancy maximization.

Oasis Marinas stands out in the marina industry as a marina management company with highly trained staff and metrics-driven processes. At all of our properties, Oasis Marinas builds a 3 to 5-year Master Plan in our first year of operation. Building this Master Plan allows us to substantiate our assumptions with performance and data collection in order to provide not only a plan but also a solution. Our managers use competitive analysis and financial forecasts to foster growth and customer loyalty in current revenue streams and to search for opportunities for new revenue streams. Once the data is collected, we have detailed systems in place to measure and track the marina's performance in the market.

Q. Provide a wide array of services and improve the level and variety of services available for the benefit and enjoyment of the Marina occupants and the boating community.

Your customers expect a memorable experience when they visit your property—one that offers a sense of comradery and community. The services at Fernandina Harbor Marina must be incomparable with surrounding marinas in order to attract new customers and retain loyalty. Creating this atmosphere is an ever-changing process and just happens to be our specialty. A cornerstone of the Oasis experience is a fun, social and consistent customer experience. We believe that if boaters are having a great time at your marina, you will as well. Oasis Marinas will operate all aspects of the marina operation with the goal of service excellence including annual and transient dockage, mooring field, fueling, the boater's facility, resort amenities and any other service we believe will attract the boating community in Fernandina Beach.

R. Protect the City's capital investment in the Marina facilities through the exercise of high standards of management, operation, and maintenance.

Oasis Marinas sets the bar high in our standards for service and operations. We will manage the Fernandina Harbor Marina as if it were our own asset with the City's best interest at mind.

S. Act as the sole and exclusive managing agent of the City to manage, operate and maintain the Marina facilities.

Oasis Marinas offers the City peace of mind by acting as the exclusive managing agent and contact for the City. Our management team will manage the entire marina entity to include daily marina operations, staffing and training, facility maintenance, marketing, customer service and any other marina operating responsibility in the draft contract.

T. Establish and adjust fees, prices, rates and rate schedules for use of the Marina facilities and all licenses, agreements or contracts and any other commitments for the Marina's facilities.

Each year our team completes a competitive analysis outlining the marina services, slip sizes, amenities and rates alongside the corresponding information for the competitive set of marinas in the area or region. We use this as our guide to adjust rates and services in order to be the most competitive and attractive marina in the market. The marina manager will seek City approval before any rate changes are implemented.

U. Use diligent efforts to cause all users of the Marina's facilities to adhere to posted Marina rules; strictly enforce such rules; and, comply with such rules.

All annual boaters will be provided with the marina rules and regulations with their slip agreement, and transient boaters are required to agree to the marina rules and regulations at point of purchase. Additionally, all boaters are required to provide certificates of insurance with \$500,000 in liability insurance and hull insurance for the vessel's value. Slipholders are also required to name the marina, the marina owner and Oasis Marinas as additionally insured.

V. Ensure that the conditions specified in the grants used to fund the Marina's construction are adhered to without exception.

As a veteran-owned company, Oasis supports public entities and works alongside our clients to coordinate with governmental agencies at all of our marinas. Oasis Marinas is experienced in administering public grants, and our Vice President of Operations is well-versed in operating under grant requirements. Some of our properties are public/private partnerships, where we coordinate directly with government agencies to manage capital projects, large events, certifications, permits and grant requirements. Oasis Marinas will act as the City's liaison with grant management and ensure all grant conditions and restrictions used for the marina construction are implemented.

W. Work in cooperation with City staff to ensure the Marina's smooth operations.

Our vision is to provide exceptional service levels in order to revitalize the City's Marina ecosystem and reestablish the marina as a premier boating destination. Our management team has years of experience working with municipalities in facilities management and coordinating with public entities. Oasis Marinas brings together experts in marina management and the hospitality industry to offer world-class service and metrics-driven operations. Our marina manager will work in concert with the City Manager and will provide regular marina updates each week to encourage full transparency and smooth operations.

X. Work specifically with the City Finance Department, as required, to develop and manage financial operations and financial reporting.

We believe strong, transparent and regular communication is important to the success of the property and our relationship. To that end our local managers communicate the relevant weekly financial data, project status and key elements of the operation to ownership in a document that we call our "Proof of performance" (POP) document. This report is customizable to the owner's needs. Our marina management and accounting tools allow our team to track the site's financial progress each month and provide our team with the ability to generate detailed reports.

Y. Implement the Marina's approved budget.

Once approved, Oasis will implement the annual budget in accordance with our operations plan for staffing, marketing, supplies and maintenance goals to address accordingly throughout the year.

Z. Schedule, coordinate, facilitate, attend and serve as City representative for all meetings of the City's Marina Advisory Board.

The Oasis Marina's location manager will serve as the City representative for all marina meetings as needed.

Transition Plan Approach

The Oasis Critical Path

From the moment Oasis Marinas and the City reach an agreed contract our team begins our critical path transition process. This process focuses on over 400 task list items within these key areas: general operations, facilities setup, staffing, safety assessment, maintenance needs, emergency plans, supplies and retail, insurance, accounting, human resources, marketing and technology.





Exhibits & Addenda

**CITY OF FERNANDINA BEACH
REQUEST FOR PROPOSAL 2020-02
MANAGING AND/OR LEASING MARINA FACILITIES**

EXHIBIT "A"
CONTACT SHEET

Name: Oasis Marinas

Federal Taxpayer ID: 42-3454235

Mailing Address: 125 West Street, Suite 201

City, State, & Zip Code: Annapolis, MD 21401

Telephone: 410-703-4737 **Fax:** _____

Email: brian@oasismarinas.com

Submitted By: Brian Arnold

Title: Vice President of Business Development

FIRM Accepts Credit Cards*: ☒ **Yes** ☐ **No**

Accounting Contact:

Name: Dawn Voorhees **Title:** Corporate Controller

Email Address: accountspayable@oasismarinas.com **Phone:** 410-741-3773

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

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

**CITY OF FERNANDINA BEACH
REQUEST FOR PROPOSAL 2020-02
MANAGING AND/OR LEASING MARINA FACILITIES**

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 managing marina facilities.
2. This sworn statement is submitted by (entity) Oasis Marinas, LLC whose business address is 125 West St., Ste. 201, Annapolis, MD and (if applicable) Federal Employer Identification Number (FEIN) is 42-3454235 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)
3. My name is Brian Arnold and my relationship to the entity named above is VP of Business Development
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.

**CITY OF FERNANDINA BEACH
REQUEST FOR PROPOSAL 2020-02
MANAGING AND/OR LEASING MARINA FACILITIES**

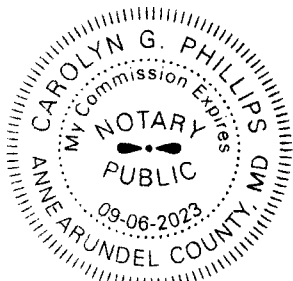
7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or 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.
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)

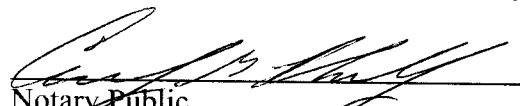
- ☒ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 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.)

 4/27/2020
Signature Date:

Maryland
STATE OF ~~FLORIDA~~
COUNTY OF Anne Arundel

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 27th day of April, 2020, and is personally known to me, or has provided MD DRIVERS LICENSE as identification.




Notary Public
My Commission expires: 9-6-2023

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

**CITY OF FERNANDINA BEACH
REQUEST FOR PROPOSAL 2020-02
MANAGING AND/OR LEASING MARINA FACILITIES**

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: Oasis Marinas, LLC

CITY: Annapolis STATE: MD ZIP CODE: 21401

SIGNATURE:  PHONE: 410-703-4737
VP of Business

NAME (TYPED OR PRINTED): Brian Arnold TITLE: Development

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

**CITY OF FERNANDINA BEACH
REQUEST FOR PROPOSAL 2020-02
MANAGING AND/OR LEASING MARINA FACILITIES**

EXHIBIT "D"

CITY OF FERNANDINA BEACH, FLORIDA



E-VERIFY STATEMENT

Bid/Proposal Number: 2020-02

Project Description: Management and/or lease of marina facilities

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: Brian Arnold / Oasis Marinas

Authorized Signature: 

Title: Vice President of Business Development

Date: 4/27/2020

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

**CITY OF FERNANDINA BEACH
REQUEST FOR PROPOSAL 2020-02
MANAGING AND/OR LEASING MARINA FACILITIES**

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: Brian Arnold Title: Vice President of Business Development

Signature:  Date: 4/27/2-20

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

**CITY OF FERNANDINA BEACH
REQUEST FOR PROPOSAL 2020-02
MANAGING AND/OR LEASING MARINA FACILITIES**

EXHIBIT "F"
CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with Bid, Proposal or Contract for managing marina facilities

This sworn statement is submitted by (entity) Oasis Marinas, LLC whose business address is 125 West St, Ste. 201, Annapolis, MD and (if applicable) Federal Employer Identification Number (FEIN) is 42-3454235 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Brian Arnold and my relationship to the entity named above is VP of Business Development

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

MARYLAND
STATE OF FLORIDA
COUNTY OF Anne Arundel

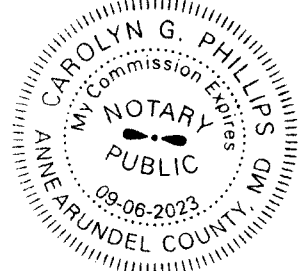
[Signature] 4/27/2020
Signature Date:

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 27th day of April, 2020, and is personally known to me, or has provided MD Drivers License as identification.

[Signature]
Notary Signature

My Commission expires: 9-6-2023

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL



**CITY OF FERNANDINA BEACH
REQUEST FOR PROPOSAL 2020-02
MANAGING AND/OR LEASING MARINA FACILITIES**

EXHIBIT "G"

NON-COLLUSION AFFIDAVIT

This sworn statement is submitted with Bid, Proposal or Contract for managing marina facilities

This sworn statement is submitted by (entity) Oasis Marinas, LLC whose business address is 125 West St., Ste. 201, Annapolis, MD and (if applicable) Federal Employer Identification Number (FEIN) is 42-3454235 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Brian Arnold and my relationship to the entity named above is VP of Business Development

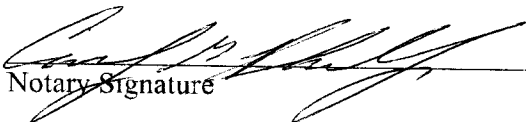
1. The above named is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
2. Such Proposal is genuine and is not a collusive or sham proposal;
3. Neither the said Proposer nor any of its officers, partners, owners, 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.

Maryland
STATE OF ~~FLORIDA~~
COUNTY OF Anne Arundel


Signature

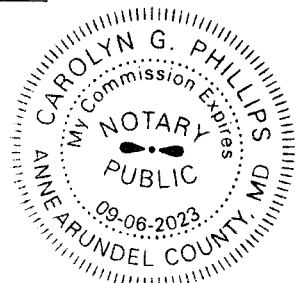
4/27/2020
Date:

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 27th day of April, 2020 and is personally known to me, or has provided MD Drivers License as identification.


Notary Signature

My Commission expires: 9-6-2023

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL



**CITY OF FERNANDINA BEACH
REQUEST FOR PROPOSAL 2020-02
MANAGING AND/OR LEASING MARINA FACILITIES**

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.

Oasis Marinas, LLC

Firm

4/27/2020

Date



Authorized Signature

Brian Arnold, VP of Business Development

Printed or Typed Name and Title

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 1
For
RFP 2020-02 MARINA MANAGEMENT-LEASING

City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034

ADDENDUM No. 1

The following changes are applicable to the original RFP documents and specifications of **RFP 2020-02**. This Addendum No.1 now becomes part of the original Request for Proposal and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting the proposal. Failure to do so may disqualify the submittal.

Submitters shall thoroughly familiarize themselves with the contents of this Addendum before submitting the proposal.

NAME: Brian Arnold **TITLE:** VP of Business Development

ADDRESS: Oasis Marinas, LLC - 125 West Street, Suite 201

CITY: Annapolis **STATE:** MD

AUTHORIZED SIGNATURE:  **DATE:** 4/27/2020

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 2
For
RFP 2020-02 MARINA MANAGEMENT-LEASING

City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034

ADDENDUM No. 2

The following changes are applicable to the original RFP documents and specifications of **RFP 2020-02**. This Addendum No.2 now becomes part of the original Request for Proposal and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting the proposal. Failure to do so may disqualify the submittal.

Submitters shall thoroughly familiarize themselves with the contents of this Addendum before submitting the proposal.

NAME: Brian Arnold **TITLE:** VP of Business Development

ADDRESS: Oasis Marinas, LLC - 125 West Street, Suite 201

CITY: Annapolis **STATE:** MD

AUTHORIZED SIGNATURE:  **DATE:** 4/27/2020

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 3
For
RFP 2020-02 MARINA MANAGEMENT-LEASING

City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034

ADDENDUM No. 3

The following changes are applicable to the original RFP documents and specifications of **RFP 2020-02**. This Addendum No.3 now becomes part of the original Request for Proposal and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting the proposal. Failure to do so may disqualify the submittal.

Submitters shall thoroughly familiarize themselves with the contents of this Addendum before submitting the proposal.

NAME: Brian Arnold **TITLE:** VP of Business Development

ADDRESS: Oasis Marinas, LLC - 125 West Street, Suite 201

CITY: Annapolis **STATE:** MD

AUTHORIZED SIGNATURE:  **DATE:** 4/27/2020

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 4
For
RFP 2020-02 MARINA MANAGEMENT-LEASING

City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034

ADDENDUM No. 4

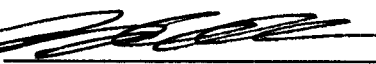
The following changes are applicable to the original RFP documents and specifications of **RFP 2020-02**. This Addendum No.4 now becomes part of the original Request for Proposal and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting the proposal. Failure to do so may disqualify the submittal.

Submitters shall thoroughly familiarize themselves with the contents of this Addendum before submitting the proposal.

NAME: Brian Arnold **TITLE:** VP of Business Development

ADDRESS: Oasis Marinas, LLC - 125 West Street, Suite 201

CITY: Annapolis **STATE:** MD

AUTHORIZED SIGNATURE:  **DATE:** 4/27/2020

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 5
For
RFP 2020-02 MARINA MANAGEMENT-LEASING

City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034

ADDENDUM No. 5

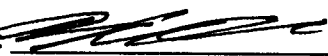
The following changes are applicable to the original RFP documents and specifications of **RFP 2020-02**. This Addendum No.5 now becomes part of the original Request for Proposal and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting the proposal. Failure to do so may disqualify the submittal.

Submitters shall thoroughly familiarize themselves with the contents of this Addendum before submitting the proposal.

NAME: Brian Arnold **TITLE:** VP of Business Development

ADDRESS: Oasis Marinas, LLC - 125 West Street, Suite 201

CITY: Annapolis **STATE:** MD

AUTHORIZED SIGNATURE:  **DATE:** 4/27/2020



Financial Proposal

Fee Proposal

Annual Management Fee of \$48,000
(approximately \$47,000 annual savings to the City)

Incentive Fee of 1.5% Revenue

Initial term of 5 years with annual renewal options

Oasis Marinas Featured Locations:

HARBOR EAST
MARINA



THE YARDS
MARINA



NATIONAL
HARBOR
PENDRY



PINEY NARROWS
YACHT HAVEN
CHESTER, MARYLAND

The
WHARF
MARINA



Featured in:

Chesapeake Bay
BOATING CENTER

SpinSheet
CHESAPEAKE BAY SAILING

marinalife
ENHANCING YOUR YACHTING LIFESTYLE

THE BALTIMORE SUN

Association of
Marina Industries

ProTalk

BALTIMORE
BUSINESS JOURNAL

DOZIER'S
WATERWAY
GUIDE
THE SAILING
AUTHORITY

Our System.
Your Marina.
Everyone's **Oasis.**

Proposed Operating Pro Forma

Oasis Marinas is confident that we can provide the marina operations at Fernandina Harbor Marina with substantial financial, operational, and service improvements from any other operator based on our track record of revenue improvement success across our entire portfolio.

**Fernandina Harbor Marina
Annual Proposed Budget
Oasis Marinas, LLC**

	2021 Oasis Projected
External Revenue	
Water Revenue	
Slip Rentals - Permanent	\$ 210,000
Slip Rentals - Transient	\$ 585,000
Slip Rentals - Transient Non Taxable	\$ 57,000
Moorings Taxable	\$ 32,500
Electricity	\$ 18,000
Gasoline/Fuel - Diesel	\$ 776,250
Gasoline/Fuel - Gas	\$ 225,000
Gasoline/Fuel - Diesel Non Taxable	\$ 5,850
Gasoline/Fuel - Discounts Diesel	\$ (8,142)
Gasoline/Fuel - Discounts Gas	\$ (738)
Land Revenue	
Business Rentals	\$ 25,000
State Grants	\$ 200,000
Other Revenue	\$ 600
Transfers in from General Fund	\$ 300,000
Total External Revenue	\$ 2,426,320
Cost of Goods Sold	
Fuel for Resale	\$ 699,376
Total Cost of Goods Sold	\$ 699,376
Expenses	
Payroll Expense	
Total Gross Payroll	\$ 228,804
Payroll Taxes and Employee Benefits	\$ 73,217
Total Payroll and Benefits	\$ 302,021
Other Expenses	
Audit	\$ 5,000
Bank & Credit Card Fees	\$ 30,806
Computer Services	\$ 6,000
Communications	\$ 2,400
Communications - Internet	\$ 10,900
Debt Service - Interest	\$ 481,482
Dues & Subscriptions	\$ 825
Insurance	\$ 65,004
Janitorial Supplies	\$ 2,400
License & Permits	\$ 1,200
Management Fee	\$ 48,000
Marketing Expense	\$ 24,000
Office Supplies & Equipment	\$ 3,600
Outside Services	\$ 12,000
Payroll Processing	\$ 1,800
Postage	\$ 600
Rents	\$ 3,000
Repairs & Maintenance Buildings	\$ 30,000
Repairs & Maintenance Equipment	\$ 7,000
Moorings Field Repairs	\$ 18,000
Signage	\$ 2,400
Supplies & Equipment	\$ 30,000
Uniforms	\$ 1,200
Utilities - Electric	\$ 41,225
Utilities - Water & Sewer	\$ 30,025
Total Other Expenses	\$ 858,867
Total Operating Expenses	\$ 1,160,888
Net Operating Income	\$ 566,056

Proposed Staffing

At Oasis Marinas, providing the correct level of staffing to match each operation's demands is our specialty. The quality of service depends on two major areas: proper level of staff and proper training of staff. Oasis Marinas will manage the marina operations at Fernandina Harbor Marina with high-touch customer service that provides premium marina services and support. The following summarizes our staffing plan for the Fernandina Harbor Marina.

Salary Employees	Type	Season	Weekly Hours
General Manager	Full-time	Jan - Dec	40+
Regional Manager	Part-time	Jan - Dec	As Needed

Hourly Employees

Dockmaster	Full-time	Jan - Dec	40
Marina Service Associate (MSA)	Full-time	Jan - Dec	120
Seasonal MSA	Full-time	Seasonal	32-40
Safety Officer	Part-time	Jan - Dec	2
Clerical/Office	Full-time	Jan - Dec	40

Corporate Oversight

Marketing	Part-time	Jan - Dec	4
Accounting/Admin	Part-time	Jan - Dec	4

Thank you!



Dan Cowens
Chief Executive Officer
125 West Street, Ste. 201
Annapolis, MD 21401
(443) 336-7007

Dan@oasismarinas.com
www.oasismarinas.com



Brian Arnold
VP, Business Development
125 West Street, Suite 201
Annapolis, MD 21401
(410) 703-4737

brian@oasismarinas.com
www.oasismarinas.com

Industry Partners



Our System.
Your Marina.
Everyone's **Oasis.**



CITY OF FERNANDINA BEACH RFP #2020-02

Safe Harbor Marinas' RFP Response

City of Fernandina Beach
Attn: City Clerk's Office –
RFP #2020-02
204 Ash Street
Fernandina Beach, FL 32034

SH Marinas, LLC
14785 Preston Rd
Suite 975
Dallas, TX 75254



Section 1: Cover Letter

Jason Hogg
Chief Investment Officer
Safe Harbor Marinas
14785 Preston Rd #975, Dallas, Texas 75254
jhogg@shmarinas.com
O: (972) 331-6643

4/29/2020

City of Fernandina Beach
Attn: City Clerk's Office – RFP #2020-02
204 Ash Street
Fernandina Beach, FL 32034

Re: RFP #2020-02 Managing and/or Leasing Marina Facilities

Dear Evaluation Committee,

I, Jason Hogg, am authorized to make representations on behalf of Safe Harbor Marinas ("Safe Harbor") and submit herewith Safe Harbor's response to the City of Fernandina Beach's Request for Proposal ("RFP") for the opportunity to enter into a long-term lease to develop and operate the Fernandina Harbor Marina.

In just under 5 years, Safe Harbor has amassed the largest portfolio of marina assets in North America. Backed by our majority shareholders and equity sponsors, American Infrastructure Funds and Koch Real Estate Investments, and supported by additional equity sponsors, Guggenheim and Florida-based Weatherford Partners, we have acquired and operate close to 100 marina assets. Our sponsors have tasked Safe Harbor with continued growth through acquisition and lease, and we have substantial capital to invest in the space.

Safe Harbor has the deepest and most experienced management team in the industry with relevant experience across all facets of marina ownership and operations. While we formed the Safe Harbor entity just over 4 years ago, the management team and the marina companies that now make up Safe Harbor have owned and operated marinas for 30+ years. Our organization is a combination of several long-standing marina portfolios with tenured executive marina management experience that continues to take the marina industry to the next level and deliver a superior boater experience.

In addition to the management team's industry experience and leadership, Safe Harbor has a superb track record of collaborating with municipalities, private investors, investment companies, the US Army Corps of Engineers, the Tennessee Valley Authority, and the Lower Colorado River Authority.



Other partnerships include relationships with the Port Districts of San Diego and Ventura, California, the City of Emeryville, California, the City of Alameda, California, the City of St. Petersburg, Florida, the City of Beaufort, South Carolina, the City of Haverstraw, New York, the State of Florida, and the State of Michigan.

In order to provide the highest level of service for the boaters, residents, guests and the City of Fernandina Beach, Safe Harbor will activate the City's waterfront by offering a best-in-class operator, proprietary marina management software, and continued investment into the marina's success. Inspired by our proven operational prowess within the nationwide Safe Harbor portfolio, our partnership will be a synergy of recreational maritime and visitor-serving uses that will enhance the City's waterfront. We currently own and operate 13 marinas in Florida. Our network of 40,000+ boaters combined with our strong presence in Florida will also lead to increased transient traffic, driving incremental tourism to the City of Fernandina Beach.

Thank you for your consideration of Safe Harbor Marinas. With Safe Harbor at the helm of the Fernandina Harbor Marina, the City of Fernandina Beach will receive the best management team in the industry, a fully realized world-class waterfront and a long-term operating partner that will run the marina district to its fullest potential. We certainly share the City's vision for what the Fernandina Harbor Marina could be, and we look forward to a longstanding and fruitful partnership with the City of Fernandina Beach.

Sincerely,

A handwritten signature in blue ink, appearing to read "J. Hogg", is written over a faint, light blue circular stamp or watermark.

Jason Hogg
Chief Investment Officer
Safe Harbor Marinas



Section 2: Previous Work

Safe Harbor Cabrillo Isle Marina - San Diego, CA

Safe Harbor Marinas assumed the leasehold interest in Safe Harbor Cabrillo Isle Marina, a 400 wet slip marina located in San Diego Bay, in April 2016. The landlord is San Diego Unified Port District, and the lease is held on a long term basis.

Under the lease, Safe Harbor is required to operate, maintain and improve the property while paying a percentage rent to the Port District via monthly financial reporting. Safe Harbor is responsible for all operating expenses, including payroll, general and administrative, insurance, repairs and maintenance.

Safe Harbor is required to maintain the marina to the highest standards as set by the California Division of Boating and Waterways. Since taking over operations of the property, Safe Harbor has made extensive capital improvements, such as installation of automatic marina gates, lighting and landscaping, a floating member lounge, building of a kayak & paddleboard launch dock, and installation of PWC & dingy floats.

Safe Harbor Cabrillo Isle is 95% occupied and boaters enjoy amenities such as Papanani's Café, shower rooms, onsite laundry facilities, boating club and rentals, community seating areas and lounges. Safe Harbor Cabrillo Isle is a certified Clean Marina and was recently awarded the coveted international Five Gold Anchor standard.

Property Reference:

Penny Maus

Real Estate Manager- SDUPD

E: pmaus@portofsandiego.org

T: (619) 686-6375





Safe Harbor Ventura Isle Marina - Ventura, CA

Safe Harbor Marinas assumed the leasehold interest in Safe Harbor Ventura Isle Marina, a 580 wet slip marina located in Ventura Harbor, in April 2016. The landlord is the Ventura Port District, and the lease is held on a long term basis.

Under the lease, Safe Harbor is required to operate, maintain and improve the property while paying a base and percentage rent to the Port via monthly financial reporting. Safe Harbor is responsible for all operating expenses including payroll, general and administrative, insurance, repairs and maintenance. Safe Harbor was required to rebuild slips, which were at the end of their useful life at the time the lease was assigned and recently completed a multi-million dollar restroom installation project.

Safe Harbor Ventura Isle is 85% occupied and boaters enjoy amenities such as lawn games, shower rooms, onsite laundry facilities, kayak and paddle board racks, tender and dingy floats, community seating areas and is the home of the Pierpoint Yacht Club. Safe Harbor Ventura Isle is also a certified Clean Marina.

Property Reference:

Brian Pendelton

General Manager, Ventura Port District

E: bpendleton@venturaharbor.com

T: (805) 642-8538





Safe Harbor Anacapa Isle Marina - Channel Islands, CA

Safe Harbor Marinas assumed the leasehold interest in Safe Harbor Anacapa Isle Marina, a 440 wet slip marina located in Channel Islands Harbor, in April 2016. The landlord is the County of Ventura, and the lease is held on a long term basis.

Under the lease, Safe Harbor is required to operate, maintain and improve the property while paying a base and percentage rent to the County via monthly financial reporting. Safe Harbor is responsible for all operating expenses including payroll, general and administrative, insurance, repairs and maintenance.

Since the assignment of the lease, Safe Harbor has invested in capital improvements such as new marina gates and ramps, public promenade revitalization, installation of low voltage lighting, and an overhaul of the boater facilities.

Safe Harbor Anacapa Isle is 70% occupied, and boaters enjoy amenities such as a clubhouse, pool, Jacuzzi, gym and lawn BBQ areas. Safe Harbor Anacapa Isle is also a certified Clean Marina.

Property Reference:

Mark Sandoval

Harbor Director, County of Ventura

E: Mark.Sandoval@ventura.org

T: (805) 382-3010





Section 3: Professional Backgrounds of Personnel



STEPHANIE MCLAUGHLIN

Florida East Regional Vice President

Mrs. McLaughlin has worked in the marine industry since 2012. She has managed multiple locations within the Safe Harbor family and successfully risen through the ranks to become the Vice President of Florida East. She has managed docks in Plymouth, MA, brokered yachts in New England, managed an active transient marina and service operation on the CT River, and was General Manager at Safe Harbor's Flagship property in Palm Beach, FL.

Stephanie started working at Safe Harbor Plymouth formerly known as Brewer Plymouth Marine. While there, she worked as a Dockmaster in the summers, part of the hauling crew during the shoulder seasons and winter, she moved to the office involving the service operation and accounting. It was during this time she doubled as a Yacht Broker with Brewer Yacht Sales.

She was quickly promoted to manage Safe Harbor Marina's newest acquisition Safe Harbor Essex Island. The 185 slip marina had an aging infrastructure, the company's largest transient operation, a service operation with hauling capabilities and above all else was held to the nuances of operating a marina on a 14 acre Island. During her three years there the vast majority of docks, bulkheads, and upland substructures were replaced.

In 2018, Stephanie accepted the role of General Manager at Safe Harbor Old Port Cove, Safe Harbor's Flagship property in North Palm Beach, FL. In the first year, she increased the marinas' Net Operating Income by 22%, successfully managed a large number of capital improvement projects, and launched a new restaurant from concept to opening in only 10 weeks. Today she leads that same region as Vice President of Florida East.



AUDREY WILLMOT

Vice President Training and Integrations

Mrs. Willmot is a native Floridian, born and raised in Fort Pierce, Florida, the Sailfish Capital of the World. She began her career at Safe Harbor Harbortown (formerly known as Harbortown Marina), a 344-slip marina located on the Atlantic Intracoastal Waterway. She began by working in accounting, but her role grew and she eventually landed in operations serving as General Manager. Audrey devoted the past 15 years to developing the marina into a premier full-service facility, becoming a Clean Marina designation and working with local officials to support environmental effects within the State of Florida and the local community. During that time she managed projects such as dredging, dock construction, \$3.5 million in facility renovations and upgrades to provide first-class amenities for members including newly modernized restrooms, laundry facility, fitness room and a resort swimming pool.



Audrey recently assumed a new role as Safe Harbor's Vice President of Training and Integration to lead the onboarding and training of new team members and the continuing development of existing team members. Her top priority will always be to serve people with true excellence through humility, a willingness to learn, and the pursuit of constant improvement.



PETER CLARK

Vice President of Construction & Development

Mr. Clark has worked in the field of coastal engineering and waterfront development since 2005. He has inspected, designed and overseen the construction of a wide range of coastal, waterfront and harbor structures including commercial and residential bulkheads, seawalls, breakwaters, groins, piers, revetments, and marina facilities.

In addition to construction-related services, Mr. Clark has been integral in the early stages of waterfront development projects. He has been extensively involved in the planning, permitting, and design phases of marina specific projects. Mr. Clark places a premium on a seamless transition between the recreational waterfront and upland complements. This level of experience was gained from his previous involvement with Applied Technology and Management, where he had the opportunity to work on projects throughout the US East Coast, Caribbean, and the United Arab Emirates.

Prior to joining Safe Harbor, Mr. Clark played an integral role in the development of the San Francisco waterfront in preparation of the 2013 Americas Cup. As part of the Clausen Engineers Team, Peter worked directly with Americas Cup Race Management and individual Cup teams to lead the design and entitlements process for Piers 30/32, 27/29, and the Marina Green - Americas Cup Village. This project was unique in that it was to be planned and constructed in a very brief 12 month time frame for which it would then be utilized for an event lasting only 3 months.

Further, it was to provide a hub for three key user groups: Americas Cup teams with capabilities to lift, launch, and service state of the art 72' catamarans; superyachts as large as 300', which were to be berthed directly adjacent to the primary race village; and lastly the thousands of spectators who were to be folded directly into the overall experience. The project was a great success and subsequently the superyacht mooring facility at Pier 27 won the 2014 Wortley Award for innovation in marina design, presented by Marina Dockage magazine and the University of Wisconsin - Madison.



LES KEY

Technical Services Manager

With more than 10 years' experience in the design and construction industry, Les has been praised as a key asset in the integration of the end user into the design process. An Architecture graduate of Texas Tech University with a minor in Interior Design; his time in Lubbock was one that opened his eyes to a solid understanding of technical details and an



appreciation for the craft in design. Through his relationships with local artisans, Les found a talent and appreciation for mill work and furniture design, which follows him to this day.

Attending the Graduate Architecture program at the University of Michigan, Les was introduced to the realm of Digital Fabrication, Theory, and Real Estate Development while working toward a final Master's Thesis focusing on the shift in current real estate trends from known typologies of urban sprawl to pedestrian dominant urbanism.

Following a 2009 guest lecture by Tim Brown, he became intrigued by the concept of Design Thinking. This brought to the forefront the concepts intertwined in his values that Architecture goes beyond the mere construction of a facade; but is a lifestyle of thinking that can be about more than a physical object. It presents a style of approach that more often moves beyond the physical into a complex system of organizational inner workings and relationships.



STEVEN DRISCOLL

Construction Manager

Steve Driscoll joined the Safe Harbor team in 2016 after a seven year career as a Construction Superintendent for JE Dunn Construction. Steve's focus was on healthcare renovations, and he successfully completed over ten projects for Children's Medical Center in Dallas, Texas. He was also an instrumental member of the JE Dunn team on the Our Lady of the Lake Heart and Vascular Tower Addition, a \$121 Million expansion to an existing hospital in Baton Rouge, Louisiana. His experience also included office building renovations and a three story research building with a hardened data center at the University of Oklahoma - Norman.

Upon joining Safe Harbor as Construction Manager, Steve as managed a wide range of projects including leading the reconstruction efforts of damaged assets at five different properties following Hurricane Irma. Steve's duties included interfacing with Safe Harbor's insurance consultants, issuing bid packages and awarding contracts following the hurricane, and then managing the projects onsite as well as remotely. Steve was successful in empowering marina managers to assist in this process. The bulk of Steve's work is preconstruction and construction management of capital expenditure projects. He frequently interfaces with Architects, Engineers, Dock Fabrication Companies, as well as Safe Harbor staff and stakeholders, whose buy-in is critical to the approval and success of these projects.



Section 4: Any Other Information

Revenues & Costs to the City

In an effort to provide the highest level of service for the boaters and residents of Fernandina Beach and to continue to expand the growing Safe Harbor network with first class marinas, Safe Harbor is interested in exploring a long-term partnership with the City of Fernandina Beach. We believe that the City has the best chance of achieving its goal of a thriving marina when the City properly aligns incentives with its marina operator. This alignment is difficult to attain with the current short-term management agreement structure the City has in place today, as a manager has little motivation to invest capital without sufficient lease term to achieve a satisfactory return on investment.

With this stated objective of aligning incentives, Safe Harbor is proposing to enter a long-term operating lease with the City. As consideration for the initial 10-year lease term, Safe Harbor would commit to pay the City an upfront Lease Acquisition Fee of \$1,000,000. In addition, Safe Harbor would agree to fund the remaining construction costs not already covered by federal and state grants to complete the construction underway to install the fuel system, in-water attenuators, docks, and gangways, not to exceed \$2,500,000. Additionally, Safe Harbor would agree to fund certain future capital outlays necessary to maintain the marina's premier facilities of at least \$250,000 in order to trigger each subsequent 10-year lease extension. We recently entered into a similar lease structure with the City of Beaufort, SC, and we believe this structure establishes the best long-term solution for both the City and Fernandina Harbor Marina.

Safe Harbor would continue to fund the maintenance costs of operating the marina in a first-class manner (including operational items A-Z as outlined in the RFP requirements), and Safe Harbor would agree to fund any future capital outlays required to maintain the fuel system, attenuators, docks, and gangways. A plan such as this would free up the City to appropriate funds to other budgetary priorities, as well as provide the City with strong recurring rental payments and a best-in-class operator of the country's largest network of marinas.

The City would receive ongoing revenues from Safe Harbor, the greater of a \$25,000 base rent or a percentage rent tied to the gross profits achieved by the marina (see below Proposed Lease Structure for specific rental terms proposed). This percentage rent structure ensures the City would participate in the upside and revenue growth Safe Harbor is able to unlock at Fernandina Harbor Marina. Furthermore, the City would benefit from increased tourism from Safe Harbor's 40,000+ boaters seeking to stay in-network and use Safe Harbor's Black Card membership discounts as they travel along the East Coast. The City would remain responsible for capital expenditures related to structural and foundational components of the upland facilities (including but not limited to the marina office, member lounge, laundry, restrooms, and ship store facilities), bulkhead repairs, or any remediation for pre-existing contamination at the property.



Proposed Lease Structure

A. Term

- *Initial Term:* Ten (10) year transition and construction period
 - Safe Harbor shall pay the City a Lease Acquisition Fee of \$1,000,000 in exchange for the initial 10-year term.
 - Safe Harbor shall assume full responsibility of the management, maintenance, and operations of the marina and will coordinate a transition plan with the current Marina operator that ensures an orderly transfer of management and a continuation of the construction projects currently underway.
 - Safe Harbor shall fund all investment for anything considered in the water, including all maintenance of docks and attenuators, and the fuel system. Such construction costs shall be the responsibility of Safe Harbor to the extent there remains an unfunded construction shortfall not already covered by federal and state grants. Such construction shortfall shall not exceed \$2,500,000 without written agreement by the parties.
 - The City, at its sole cost and expense, shall maintain and repair/replace in good operating condition the exterior, roof: structural components, operating systems, heating and air conditioning systems, and utilities of all Upland Buildings (Marina Office, Ship Store, Member's Lounge, Laundry & Restroom Facilities)
 - Subject to the City's obligations, Safe Harbor shall maintain the interiors of the Upland Buildings in good operating condition at Safe Harbor's sole cost and expense
- *Extension Terms:* Provided Safe Harbor is not in default under this Lease beyond any applicable cure or grace period, and provided Safe Harbor has expended requisite funds in the form of the Lease Acquisition Fee and unfunded capital expenditures at the Premises, Safe Harbor shall have the right to extend the Term of this Lease for five (5) successive periods of ten (10) years each from the date upon which the Term would otherwise expire upon the same terms and conditions as those herein specified.
 - In order to exercise Safe Harbor's options to extend the Term, Safe Harbor shall provide the City reasonable evidence of Safe Harbor's expenditure of \$250,000 funds for capital expenditures during the prior ten-year period.

B. Rent

- Base Rent – \$25,000 per annum
- Percentage Rent – 10% of Marina Gross Profit, to be increased 1% in each extension period, resulting in a 15% percent rent in the final 10-year period



- Safe Harbor shall pay the City rent equal to the greater of the Base Rent or the Percentage Rent
- Marina Gross Profit defined as marina's net revenues less operating costs

C. Collaboration

- Safe Harbor will collaborate with the City and other key stakeholders during the transition and construction of the marina in order to continue working on the optimal projects for reinvestment into the facilities

Safe Harbor acknowledges there is greater detail and negotiation that the City and Safe Harbor would need to discuss. We welcome the opportunity to meet virtually or in person to discuss our proposal further or to answer any questions you may have. Because of our experience working with a variety of municipal partners, we have the experience to negotiate a custom lease that works for the City of Fernandina Beach and the marina's other key stakeholders. Safe Harbor has a proven track record of following through on our municipal commitments and lease obligations.

Thank you for your consideration of Safe Harbor Marinas as your long-term operating partner. We look forward to discussing our proposal with the City's Evaluation Committee when it is appropriate.



SAFE HARBOR
MARINAS

Reference Letters



VIA U. S. MAIL

October 17, 2019

Ms. Kate Pearson
1450 Harbor Island Drive
San Diego, CA 92101

Dear Ms. Pearson:

Re: SHM Cabrillo Isle, LLC - Cabrillo Isle Marina

We understand that you are submitting for a similar lease in New York for the management of a marina. As part of your submittal, you have asked us to comment on Cabrillo Isle Marina's (CIM) performance with the San Diego Unified Port District.

CIM has operated the marina in a very professional fashion since it assumed operations on December 5, 2015. The District enjoys a good landlord/lessee relationship with CIM. They have maintained the facility in a high standard, implemented environmentally sound best management practices, and continues to meet its obligations under the terms of the lease.

CIM has been a successful operator of the marina as they have continued to increase business since they assumed the leasehold. CIM has made efforts to improve the property and continue to find ways to make the property more attractive and better utilized. CIM is considered a tenant in good standing and has been a model operator of the leasehold.

Sincerely,


Penny Maus
Department Manager
Real Estate

PM/JH/mnh
Enclosures (2)

SDUPPD Doc# No. 1606682

Port of San Diego, 3165 Pacific Highway, San Diego, CA 92101

portofsandiego.org



SAFE HARBOR
M A R I N A S



CHANNEL ISLANDS HARBOR
Ventura County Harbor Department

Mark Sandoval
Director

3900 Pelican Way • Oxnard, CA 93035-4367 • (805) 973-5950 • Fax (805) 382-3015

October 15, 2019

To Whom It May Concern:

Safe Harbor Marinas has been a tenant of the County of Ventura since it acquired its leasehold interest in Anacapa Isle Marina in April 2016. Anacapa Isle Marina is a 425 wet slip marina located in the Channel Islands Harbor on the Pacific Coast of California in Oxnard.

Since the acquisition of that leasehold, Safe Harbor Marinas has proven to be a professional and responsive stakeholder in the community, growing occupancy of the wet slips and enhancing the premises with capital expenditure upgrades. Safe Harbor Marinas consistently makes rent payments in a timely manner and provides all financial reporting per the requirements of the master lease.

Safe Harbor Marinas promotes a safe, environmentally conscious boating experience and encourages access to the waterfront for all.

Sincerely,

Mark Sandoval
Harbor Director, Channel Islands Harbor
County of Ventura



SAFE HARBOR
MARINAS



October 11, 2019

To: Whom It May Concern

Re: *Safe Harbor Marinas*

Safe Harbor Marinas (SHM) acquired the Ventura Port District owned leasehold of Ventura Isle Marina, a 760 wet slip marina, in April 2016.

Since acquiring the leasehold, SHM have shown to be excellent tenants who have made improvements to the marina and have increased the occupancy level.

Additionally, SHM brought the first 'Seabin' to the area, a new technology that vacuums trash out of the water proving their visionary environmental stewardship. SHM also added a boat club which has created a new revenue stream and public access to the marina as well as adding public picnic and game areas to the waterfront.

We would recommend Safe Harbor Marinas for any marina in the state. If you have any questions, I would be happy to share the success we've had with Safe Harbor Marinas.

Sincerely,

Brian O. Pendleton
General Manager

1623 Anchors Way Drive Ventura, CA 93001
Tel: (805) 642-8538 / Fax: (805) 658-2249
www.venturaharbor.com



Current & Recent Dock Rebuild Projects

Marina Name	Project
Safe Harbor Burnt Store Marina	20 x 50ft slips
Safe Harbor Maria Bay	wave attenuator + 700 lf side
Safe Harbor Green Harbor	120 slips
Safe Harbor Newport Shipyard	300ft wave attenuator dock + 16 x 70ft slips
Safe Harbor Island Park	40 x 35ft slips
Safe Harbor Walden Marina	40 x 40ft slips
Safe Harbor Calusa	40 slips
Safe Harbor Lakefront	80 x 35ft slips
Safe Harbor Ballena Isle	60 new slips and mega dock
Safe Harbor Aqualand	50 new houseboat docks
Safe Harbor Harborage	12 new superyacht docks
Safe Harbor Jamestown, Safe Harbor Burnside, Safe Harbor Marina Bay, Safe Harbor Beaver Creek	200 new docks built in total



Section 5: Exhibits

EXHIBIT "A" Contact Sheet

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
REQUEST FOR PROPOSAL 2020-02
MANAGING AND/OR LEASING MARINA FACILITIES**

EXHIBIT "A"
CONTACT SHEET

Name: SH Marinas, LLC

Federal Taxpayer ID: 82-5299507

Mailing Address: 14785 Preston Rd Suite 975

City, State, & Zip Code: Dallas, Texas, 75254

Telephone: 972-331-6643 **Fax:** 972-406-5221

Email: jhogg@shmarinas.com

Submitted By: Jason Hogg

Title: Chief Investment Officer

FIRM Accepts Credit Cards*: ☒ **Yes** ☐ **No**

Accounting Contact:

Name: Jo Wilsmann **Title:** Corporate Controller

Email Address: jwilsmann@shmarinas.com **Phone:** 972-406-5216

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

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

**CITY OF FERNANDINA BEACH
REQUEST FOR PROPOSAL 2020-02
MANAGING AND/OR LEASING MARINA FACILITIES**

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 RFQ 2020-02.
2. This sworn statement is submitted by (entity) Safe Harbor Marinas whose business address is 14785 Preston Rd Suite 975, Dallas TX 75254 and (if applicable) Federal Employer Identification Number (FEIN) is 82-5299507 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)
3. My name is Jason Hogg and my relationship to the entity named above is Chief Investment Officer
4. I understand that a "public entity crime" as defined in Paragraph 287.133(a) (g). Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a) (b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The City of Fernandina Beach, Florida ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

**CITY OF FERNANDINA BEACH
REQUEST FOR PROPOSAL 2020-02
MANAGING AND/OR LEASING MARINA FACILITIES**

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.
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 _____ Date: 4/29/2020

TEXAS
STATE OF FLORIDA
COUNTY OF DALLAS

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 29th day of April, 2020, and is personally known to me, or has provided _____ as identification.



Meagan Kirk Thompson
Notary Public
My Commission expires: 06/03/2020

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

**CITY OF FERNANDINA BEACH
REQUEST FOR PROPOSAL 2020-02
MANAGING AND/OR LEASING MARINA FACILITIES**

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: Safe Harbor Marinas

CITY: Dallas STATE: TX ZIP CODE: 75254

SIGNATURE:  PHONE: 972-331-6643

NAME (TYPED OR PRINTED): Jason Hogg TITLE: Chief Investment Officer

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

**CITY OF FERNANDINA BEACH
REQUEST FOR PROPOSAL 2020-02
MANAGING AND/OR LEASING MARINA FACILITIES**

EXHIBIT "D"

CITY OF FERNANDINA BEACH, FLORIDA



E-VERIFY STATEMENT

Bid/Proposal Number: REQUEST FOR PROPOSAL 2020-02

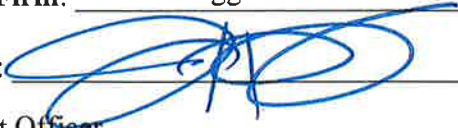
Project Description: Request for Proposals (RFP) to parties interested in managing and/or
leasing marina facilities in the City of Fernandina Beach, Florida.

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: Jason Hogg / Safe Harbor Marinas

Authorized Signature: 

Title: Chief Investment Officer

Date: 4/29/2020

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

**CITY OF FERNANDINA BEACH
REQUEST FOR PROPOSAL 2020-02
MANAGING AND/OR LEASING MARINA FACILITIES**

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: Jason Hogg Title: Chief Investment Officer

Signature:  Date: 4/29/2020

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

**CITY OF FERNANDINA BEACH
REQUEST FOR PROPOSAL 2020-02
MANAGING AND/OR LEASING MARINA FACILITIES**

EXHIBIT "F"

CONFLICT OF INTEREST STATEMENT

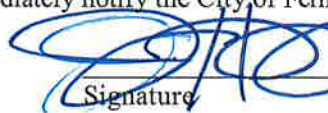
This sworn statement is submitted with Bid, Proposal or Contract for RFP 2020-02.

This sworn statement is submitted by (entity) Safe Harbor Marinas whose business address is 14785 Preston Rd #975, Dallas TX 75254 and (if applicable) Federal Employer Identification Number (FEIN) is 82-5299507 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Jason Hogg and my relationship to the entity named above is Chief Investment Officer.

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

TEXAS
STATE OF ~~FLORIDA~~
COUNTY OF DALLAS

 4/29/2020
Signature Date:

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 29th day of April, 2020, and is personally known to me, or has provided _____ as identification.


Notary Signature

My Commission expires: 06/03/2020

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL



**CITY OF FERNANDINA BEACH
REQUEST FOR PROPOSAL 2020-02
MANAGING AND/OR LEASING MARINA FACILITIES**

EXHIBIT "G"
NON-COLLUSION AFFIDAVIT

This sworn statement is submitted with Bid, Proposal or Contract for RFP 2020-02.

This sworn statement is submitted by (entity) Safe Harbor Marinas whose business address is 14785 Preston Rd #975, Dallas, TX 75254 and (if applicable) Federal Employer Identification Number (FEIN) is 82-5299507 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Jason Hogg and my relationship to the entity named above is Chief Investment Officer

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

STATE OF ~~FLORIDA~~ TEXAS
COUNTY OF DALLAS

 4/29/2020
Signature Date:

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 29th day of April, 2020 and is personally known to me, or has provided _____ as identification.

Meagan Kirk Thompson My Commission expires: 06/03/2020
Notary Signature



THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

**CITY OF FERNANDINA BEACH
REQUEST FOR PROPOSAL 2020-02
MANAGING AND/OR LEASING MARINA FACILITIES**

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.

Safe Harbor Marinas

4/29/2020

Firm

Date


Authorized Signature

Jason Hogg, Chief Investment Officer

Printed or Typed Name and Title

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 1
For
RFP 2020-02 MARINA MANAGEMENT-LEASING

City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034

ADDENDUM No. 1

The following changes are applicable to the original RFP documents and specifications of **RFP 2020-02**. This Addendum No.1 now becomes part of the original Request for Proposal and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting the proposal. Failure to do so may disqualify the submittal.

Submitters shall thoroughly familiarize themselves with the contents of this Addendum before submitting the proposal.

NAME: Jason Hogg **TITLE:** Chief Investment Officer

ADDRESS: 14785 Preston Rd #975

CITY: Dallas **STATE:** TX

AUTHORIZED SIGNATURE:  **DATE:** 4/29/2020

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 1
For
RFP 2020-02 MARINA MANAGEMENT-LEASING

1. The RFP opening will be extended until April 30, 2020 at 2:00pm.
2. The budge for this can be found at <https://www.fbfl.us/417/Budget>.
3. Current contract attached.

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 2
For
RFP 2020-02 MARINA MANAGEMENT-LEASING

City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034

ADDENDUM No. 2

The following changes are applicable to the original RFP documents and specifications of **RFP 2020-02**. This Addendum No.2 now becomes part of the original Request for Proposal and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting the proposal. Failure to do so may disqualify the submittal.

Submitters shall thoroughly familiarize themselves with the contents of this Addendum before submitting the proposal.

NAME: Jason Hogg **TITLE:** Chief Investment Officer

ADDRESS: 14785 Preston Rd #975

CITY: Dallas **STATE:** TX

AUTHORIZED SIGNATURE:  **DATE:** 4/29/2020

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 2
For
RFP 2020-02 MARINA MANAGEMENT-LEASING

Due to the COVID 19 restrictions, City facilities are closed to the public. Hand Delivered submittals will not be accepted. Only mailed or packaged submissions will be accepted.

LEASE

THIS LEASE (the "Lease") made this 5th day of October 2014, between **the City of Fernandina Beach, Florida**, whose principal address is **204** Ash Street, Fernandina Beach, Florida 32034 (hereinafter referred to as "**Landlord**"), and **Westrec Marina Management, Inc.** a California corporation whose principal address is 16633 Ventura Boulevard, 6th Floor, Encino California 91436 (hereinafter referred to as "**Tenant**").

1. **DEMISED PREMISES.** In consideration of the rents, covenants and Leases hereinafter reserved and contained on the part of the Tenant to be observed and performed, the Landlord demises and leases to the Tenant, and the Tenant rents from the Landlord those certain premises, known as the Dock House Retail, now erected and located at One North Front Street, Fernandina Beach, FL 32034, Fernandina Beach, Nassau County, State of Florida, which premises consists of a floor area of approximately six hundred (600) square feet and outdoor space contiguous to the present building. The premises shall be referred to herein as the "**Demised Premises**". The land upon which the Demised Premises are located is referred to herein as the "**Land**". This Lease and the rights of the parties set forth herein shall create the relationship of "landlord" and tenant" only between Landlord and Tenant. The exact legal description is set forth on **Exhibit "A"**.

2. **TERM.** The term of this Lease shall continue ~~be~~, until either party gives the other party at least ninety (90) days written notice of termination,

3. **RENT.**

A. **Base Rent.** For each month under the term of this Lease, Tenant agrees to pay Landlord a Monthly Base Rent for the Demised Premises. The Monthly Base Rent shall be the greater of twenty five hundred dollars (\$2,500) or 25% of the Monthly Gross Retail Sales. Said Base Rent shall be paid in arrears not later than the 10th day of each and every calendar month during said term. In addition to said Base Rent, Tenant agrees to pay the amount of the rental adjustments as and when hereinafter provided in this Lease. Said rental (including Base Rent, Additional Rent and all other sums payable to Landlord under this Lease) shall be paid to Landlord, without deduction or offset, in lawful money of the United States of America, which shall be legal tender at the time of payment, at the office of Landlord or to such other person or at such other place as Landlord may from time to time designate in writing.

4. **ADDITIONAL RENT. Taxes.** Tenant hereby agrees to pay any and all real property taxes and personal property taxes, sales taxes, charges and assessments which are levied,

assessed upon or imposed by any governmental authority or political subdivision thereof during any calendar year of the term hereof with respect to the Land and all buildings, including the Demised Premises, located thereon.

5. **USE OF DEMISED PREMISES.** Tenant's Business. The Demised Premises shall be used and occupied by Tenant for general retail purposes, including the sale of marina related retail items.

6. **OPTION TO RENEW.** Tenant may elect to extend the term of this Lease, with approval by the Fernandina Beach City Commission, in its sole discretion, which shall not be unreasonably withheld, upon the same covenants and conditions as herein provided. If Tenant shall elect to extend the term of this Lease, it shall do so by giving Landlord written notice at least one hundred eighty (180) days prior to the expiration of the primary term or of the then current extension.

7. **UTILITIES.** Tenant shall be solely responsible for, and shall promptly pay, all charges for use or consumption for water, sewer, telephone, sanitation, heat, gas, electricity or any other utility services.

8. **MAINTENANCE AND REPAIRS.** Tenant Responsibility. Tenant shall at Tenant's sole cost and expense keep and maintain the Demised Premises in good condition and repair; except damage thereto from causes beyond the reasonable control of Tenant. All damage or injury to the Demised Premises caused by the act or negligence of Tenant, its employees, agents or visitors, shall be repaired by Tenant at Tenant's sole cost and expense. Tenant shall upon the expiration or sooner termination of the term hereof surrender the Demised premises to Landlord in the same condition as they existed on the Commencement Date, ordinary wear and tear and damage from causes beyond the reasonable control of Tenant excepted. Landlord shall have no obligation to alter, remodel, improve, decorate, or paint the Demised Premises or any part thereof, and the parties hereto affirm that Landlord has made no representations to Tenant respecting the condition of the Demised Premises, except as specifically herein set forth. Tenant accepts the Demised Property in its "as is" condition.

9. **INDEMNIFICATION.** Tenant agrees to assume liability for and indemnify, hold harmless, and defend the Landlord, 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 Tenant, its officers, employees, agents, and representatives. Tenant's liability hereunder shall include all attorney's fees and costs incurred by the Landlord in the enforcement of this indemnification provision. This includes claims made by the employees of Tenant against the Landlord and Tenant 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 Lease and shall not be limited by the amount of any insurance required to be obtained or maintained under this Lease. Nothing contained in the foregoing indemnification shall be construed to be a waiver of any immunity or limitation of

liability the Landlord may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

10. **MECHANIC'S LIENS.** Tenant shall have no authority to subject the Demised Premises or the Land, or any part thereof or any interest of Landlord therein, to any mechanic's or other lien. Should any mechanic's or other liens be filed against the Demised Premises or the Land or any part thereof or any interest of Landlord therein, by reason of Tenant's acts or omissions or because of a claim against Tenant, Tenant shall cause the same to be canceled and discharged of record by bond or otherwise within ten (10) days after notice by Landlord.

11. **INSURANCE.**

A. Tenant Insurance/Property Damage. At all times during the term hereof, Tenant shall maintain in effect policies of property damage insurance covering: (i) all leasehold improvements (including any alterations, additions or improvements as may be made by Tenant pursuant to provisions of Paragraph 14 hereof) and in which Tenant may have an insurable interest; and (ii) trade fixtures, merchandise and other personal property from time to time in, on or upon the Demised Premises, in an amount not less than one hundred percent (100%) of their actual replacement cost from time to time during the term of this Lease, providing protection against any peril included within the classification "Fire and Extended Coverage" together with insurance against vandalism and malicious mischief. The proceeds of such insurance shall be used for the repair or replacement of the property so insured. Upon termination of this Lease following a casualty as set forth herein, the proceeds under subsection (i) shall be paid to Landlord and the proceeds under subsection (ii) shall be paid to Tenant.

B. Tenant Liability Insurance. Tenant shall, at all times during the term hereof and at its own cost and expense, procure and continue in force comprehensive general liability insurance for bodily injury and property damage, adequate to protect Landlord against liability for injury to or death of any person, arising in connection with the construction of improvements on the Demised Premises or use, operation or condition of the Demised Premises. Such insurance at all times shall be in an amount of not less than a combined single limit of One Million and 00/100 Dollars (\$1,000,000.00), insuring against any and all liability of the insured with respect to the Demised Premises or arising out of the use or occupancy thereof.

C. Policy Form. All insurance required to be carried by Tenant hereunder shall be issued by responsible insurance companies, qualified to do business in the State of Florida. Each policy shall name Landlord as an additional insured, as their respective interests may appear, and copies of all policies or certificates evidencing the existence and amounts of such insurance shall be delivered to Landlord by Tenant at least ten (10) days prior to Tenant's occupancy of the Demised Premises. No such policy shall be cancelable or materially altered except after ten (10) days prior written notice to Landlord. Tenant shall furnish Landlord with renewals or "binders" of any such policy at least ten (10) days prior to the expiration thereof.

12. **DAMAGE AND RESTORATION.**

A. Tenant's Obligations. In the event the Demised Premises, or any portion thereof, should be damaged or destroyed, Tenant may, at its option reconstruct or restore the Demised Premises after any damage or destruction thereof.

B. Abatement of Rent. During the period commencing with the date of any such damage or destruction which Landlord elects hereunder to repair, reconstruct or restore, and ending with the completion of such repairs, reconstruction or restoration, the Base Rent and Additional Rent shall be proportionately abated in an amount equal to the proportion thereof which the number of square feet of gross floor area in the Demised Premises rendered untenable thereby bears to the total number of square feet of gross floor area in the Demised Premises immediately prior to such damage or destruction. The full amount of said Base Rent and all other charges shall again become payable immediately upon the completion of such work of repair, reconstruction or restoration.

13. **RENOVATION.** Tenant shall have the right to renovate or remodel the current building, subject to approval by Landlord, which shall not be unreasonably withheld. The costs associated with renovation and remodeling shall include the cost of construction, permitting and design, and shall be referred to herein as Renovation Costs. The Renovation Costs shall be subject to City approval.

14. **EMINENT DOMAIN.** If the whole of the Demised Premises shall be taken, or such part thereof, shall be taken as shall substantially interfere with Tenant's use and occupancy of the balance thereof, under power of eminent domain, or sold, transferred, or conveyed in lieu thereof, either Tenant or Landlord may terminate this Lease as of the date of such condemnation or as of the date possession is taken by the condemning authority, whichever date occurs later. No award for any partial or entire taking shall be apportioned, and Tenant hereby assigns to Landlord any award which may be made in such taking or condemnation, together with any and all rights of Tenant now or hereafter arising in or to the same or any part thereof; provided, however, that nothing contained herein shall be deemed to give Landlord any interest in or require Tenant to assign to Landlord any award made to Tenant for the taking of personal property and fixtures belonging to Tenant and removable by Tenant at the expiration of the term hereof, as provided hereunder or for the interruption of, or damage to Tenant's business or for relocation expenses recoverable against the condemning authority. No temporary taking of a part of the Demised Premises, including parking facilities, shall give Tenant any right to terminate this Lease or to any abatement of rent hereunder.

15. **QUIET ENJOYMENT.** Landlord shall not take any action that restricts Tenant's quiet enjoyment of the property, except as provided hereunder. Landlord shall provide adequate access to the property during the term of the Lease including non-exclusive use of existing parking areas. Landlord shall have the right to improve the Demised Premises and surrounding areas, including but not limited to, the parking areas and waterfront property on the Amelia River. Tenant hereby acknowledges and understands that construction activity and/or disruption of Tenant's use and business enterprise on the Demised Premises is likely. No construction activity and/or disruption of Tenant's use and business enterprise on the Demised Premises, including parking facilities, shall give Tenant any right to terminate this Lease or to any abatement of rent hereunder, except as approved by the City Commission.

16. **DEFAULT BY TENANT/REMEDIES.**

A. **Defaults.** The occurrence of any one or more of the following events shall constitute a material default and breach of this Lease by Tenant:

1. The vacating or abandonment of the Demised Premises by Tenant.
2. The failure by Tenant to make any payment of rent or any other payment required to be made by Tenant hereunder, as and when due, where such failure shall continue for a period of ten (10) days after written notice thereof from Landlord to Tenant.
3. The making by Tenant of any general arrangement or assignment for the benefit of creditors, whereby; (a) Tenant becomes a "debtor" as defined in 11 U.S.C. §101 or any successor statute thereto (unless, in the case of a petition filed against Tenant, the same is dismissed within sixty (60) days); (b) the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located at the Demised Premises or of Tenant's interest in this Lease, where possession is not restored to Tenant within thirty (30) days; or (c), the attachment, execution or other judicial seizure of substantially all of Tenant's assets located at the Demised Premises or of Tenant's interest in this Lease, where such seizure is not discharged within thirty (30) days. Provided, however, in the event that any provision of this subparagraph is contrary to any applicable law, such provision shall be of no force or effect.

B. **Remedies.** In the event of any such material default or breach by Tenant, Landlord may at any time thereafter, with or without notice or demand and without limiting Landlord in the exercise of any right or remedy which Landlord may have by reason of such default or breach:

1. Terminate Tenant's right to possession of the Demised Premises by any lawful means, in which case this Lease shall terminate and Tenant shall immediately surrender possession of the Demised Premises to Landlord. In such event Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default including, but not limited to, the cost of recovering possession of the Demised Premises; expenses of re-letting, including necessary renovation and alteration of the Demised Premises, reasonable attorney's fees, and any real estate commission actually paid; the worth at the time of award by the court having jurisdiction thereof of the amount by which the unpaid rent for the balance of the term after the time of such award exceeds the amount of such rental loss for the same period that Tenant proves could be reasonably avoided; that portion of any leasing commission paid by Landlord applicable to the unexpired term of this Lease.
2. Maintain Tenant's right to possession in which case this Lease shall continue in effect whether or not Tenant shall have abandoned the Demised Premises. In such event Landlord shall be entitled to enforce all of Landlord's rights and

remedies under this Lease, including the right to recover the rent as it becomes due hereunder.

3. Pursue any other remedy now or hereafter available to Landlord under the laws or judicial decisions of the state wherein the Demised Premises are located. Unpaid installments of rent and other unpaid monetary obligations of Tenant under the terms of this Lease shall bear interest from the date due at the maximum rate then allowable by law.

17. **DEFAULT BY LANDLORD/REMEDIES/EXCULPATION.** Landlord shall not be in default unless Landlord fails to perform obligations required of Landlord within a reasonable time, but in no event shall Landlord be deemed in default sooner than thirty (30) days after written notice by Tenant to Landlord, specifying wherein Landlord has failed to perform such obligation; provided, however, that if the nature of Landlord's obligation is such that more than such thirty (30) days are required for performance, then Landlord shall not be in default if Landlord commences performance within such thirty (30) day period and, thereafter, diligently prosecutes the same to completion. Anything in this Lease to the contrary notwithstanding, Landlord shall be liable for any damages resulting from its default under the terms of this Lease.

18. **ASSIGNMENT AND SUBLETTING.** Tenant shall be permitted to assign this Lease or sublet its rights, duties, or obligations hereunder with the prior written consent of Landlord, which consent shall not be unreasonably withheld.

19. **END OF TERM.**

A. At the expiration of this Lease, Tenant shall surrender the Demised Premises in the same condition as it was in upon delivery of possession thereto under this Lease, reasonable wear and tear excepted, and shall deliver all keys and combinations to locks, safes and vaults to Landlord. Before surrendering the Demised Premises, Tenant shall remove all its personal property, trade fixtures, inventory, alterations, additions and decorations, and shall repair any damage caused thereby. Tenant's obligations to perform this provision shall survive the end of the term of this Lease. If Tenant fails to remove its property upon the expiration of this Lease, the said property, at Landlord's option, shall be deemed abandoned and shall become the property of Landlord.

B. If the Demised Premises are not surrendered at the end of the term, then Tenant shall indemnify Landlord against loss or liability resulting from delay by Tenant in so surrendering the Demised Premises, including, without limitation, any claims founded on such delay made by any succeeding occupant of the Demised Premises or any part thereof, and Tenant shall be liable to Landlord for any and all legal expenses, costs, and fees incurred by Landlord in obtaining the possession of the Demised Premises.

20. **HOLDING OVER.** Any holding over after the expiration of this term or upon termination, shall be construed to be a tenancy from month to month and shall otherwise be on the terms herein specified so far as applicable.

21. **NO WAIVER.** Failure of Landlord to insist upon the strict performance of any provision or to exercise any option or enforce any rules and regulations shall not be construed as a waiver for the future of any such provision, rule or option. The receipt by Landlord of rent with knowledge of the breach of any provision of this Lease shall not be deemed a waiver of such breach. No provision of this Lease shall be deemed to have been waived unless such waiver be in writing signed by Landlord. No payment by Tenant or receipt by Landlord of a lesser amount than the monthly rent shall be deemed to be other than on account of the earliest rent then unpaid nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy provided in this Lease.

22. **NOTICES.** Any notice, demand, request or other instrument which may be or required to be given under this Lease shall be delivered in person or sent by United States Certified or Registered Mail, postage prepaid, and shall be addressed to either party at the address as hereinabove given. Any notice shall be deemed delivered upon hand deliver or three (3) days after depositing such notice in postal receptacles, return receipt requested. Either party may designate such other address as shall be given by written notice.

23. **RECORDING.** Tenant shall record this Lease.

24. **PARTIAL INVALIDITY.** If any provision of this Lease or application thereof to any person or circumstance shall, to any extent, be invalid, the remainder of this Lease or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby and each provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

25. **PROVISIONS BINDING, ETC.** Except as otherwise expressly provided, all provisions herein shall be binding upon and shall inure to the benefit of the parties, their legal representatives, successors and assigns and any sale by Landlord of the Land or of the Demised Premises shall be subject to this Lease provided the same is not in default at the time of such sale. Each provision to be performed by Tenant shall be construed to be both a covenant and a condition, and if there shall be more than one lessee, they shall all be bound, jointly and severally, by these provisions.

26. **ENTIRE LEASE, ETC.** This Lease and the Exhibits, Riders and/or Addenda if any attached, set forth the entire Lease between the parties. Any prior conversations or writings are merged herein and extinguished. No subsequent amendment to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by the party sought to be charged. Submission of this Lease for examination does not constitute an option for the Demised Premises and becomes effective as a Lease only upon execution and delivery thereof by Landlord to Tenant. It is herewith agreed that this Lease contains no restrictive covenants in favor of Tenant. The captions and numbers appearing herein are inserted only as a matter of convenience and are not intended to define, limit, construe or describe the scope or intent of any paragraph, nor in any way affect this Lease.

27. **NO PARTNERSHIP.** Nothing contained in this Lease shall, or shall be deemed or construed so as to create the relationship of principal-agent, joint venturers, co-adventurers, partners or co-tenants between Landlord and Tenant; it being the express intention of the parties that they are and shall remain independent contractors one as to the other.

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

29. **PUBLIC RECORDS LAW REQUIREMENTS.** Pursuant to Section 119.0701, Florida Statutes, Westrec 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 Westrec 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 Westrec 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 hereto have signed and sealed this Lease as of the day and year first above written.

LANDLORD:

ATTEST:

CITY OF FERNANDINA BEACH

Caroline Best
Caroline Best, City Clerk

Joe Gerrity
Joe Gerrity, City Manager

APPROVED AS TO FORM AND LEGALITY:

Tammi E. Bach
Tammi E. Bach, City Attorney

WITNESS:

TENANT:

Mary Pastore
Witness Signature

**WESTREC MARINA MANAGEMENT,
INC., a California Corporation**

By: William W. Anderson

MARY PASTORE
Print Name of Witness

Name: WILLIAM W. ANDERSON

Title: PRESIDENT

Exhibit A

DOCKHOUSE & FUEL DOCK

A building and adjacent dock area which is utilized for marina operations, including retail sales, fuel dispensers and outdoor display area that is located upon a floating dock located within the City of Fernandina Beach Marina, more particularly described as:

A portion of the floating dock lying west of and immediately adjacent to the west property line of Water Lot 25, City of Fernandina Beach, Nassau County Florida as shown on the Official Plat of said City as lithographed and issued by the Florida Railroad Company in 1857 and enlarged, revised and re-issued by the Florida Town Improvement Company in 1887 and 1901. said portion of floating dock being approximately 50 feet long by 20 feet wide.

Encumbering 1,000 square foot, more or less.

Date: September 18, 2014

Marina Management Agreement

Between Westrec Marina Management, Inc.,

and

City of Fernandina Beach, Florida

Table of Contents

1.	Documents Comprising Contract.....	1
2.	General Contract Terms.....	2
3.	Management.....	5
4.	Authority of Westrec.....	6
5.	Duties of City.....	12
6.	Compensation of Westrec.....	12
7.	Fiscal Non-funding.....	13
8.	Audit.....	13
9.	Public Emergencies.....	13
10.	Sales Tax.....	13
11.	City's Ownership of Improvements.....	13
12.	Hours of Operation.....	13
13.	Termination by the City or Westrec.....	14
14.	Limiting Legislative or Judicial Action.....	14
15.	Nondiscrimination.....	14
16.	Hurricane Preparedness.....	15
17.	Termination of Agreement.....	15
18.	Approvals.....	15
19.	Rights Reserved to the City.....	15
20.	Lien.....	15
21.	Submerged Land Lease.....	15
22.	Compliance with City's Internal Control Processes.....	15
23.	City's Mooring Fields.....	16
24.	Recycled Material.....	16
25.	Infringement of Patent, Trademarks or Copyrights.....	16
26.	Signage.....	17
27.	Condemnation.....	17
28.	Mechanic's Liens.....	17
29.	Indemnity.....	18
30.	Alternative Dispute Resolution.....	18
31.	Current Marina Debt.....	18
32.	Reservations.....	19
33.	Facilities.....	19
34.	Festivals and Special Events.....	19
35.	Collection of Delinquent Accounts.....	19
36.	Use of Trademarks, Service Marks and Related Items.....	20
37.	Public Records Law Requirements.....	23

MARINA MANAGEMENT AGREEMENT

THIS MARINA MANAGEMENT AGREEMENT (the "Agreement") dated October 7, 2014 is between Westrec Marina Management, Inc., a California corporation ("Westrec"), 16633 Ventura Boulevard, 6th Floor, Encino, CA 91436, and City of Fernandina Beach, Florida, a Municipal Corporation, ("City"), 204 Ash Street, Fernandina Beach, FL, 32034;

RECITALS

- A. City owns the Marina located at 1 Front Street, known as Fernandina Harbor Marina (the "Marina").
- B. It is the intention of City that the wet slips at the Marina be rented to third parties for use as temporary boat storage facilities, that the other buildings be leased for communal and retail activity, and that the Marina facilities are put to their intended use.
- C. Westrec is in the business of managing marinas and currently manages similar facilities.
- D. City wants Westrec to manage the Marina and Westrec wants to manage the Marina in accordance with the terms and conditions of this Agreement as hereinafter set forth in the location described as the Marina Operating Area ("MOA") described in Exhibit 3.
- E. City's intent in retaining Westrec is to have a vital, financially successful and self-supporting marina by increasing overall net revenue to pay for all fixed and variable costs including annual debt service.
- F. The City finds that this Agreement serves both a public purpose and a municipal purpose.

AGREEMENT

NOW, THEREFORE, in consideration for the mutual covenants herein contained, Westrec and City agree as follows:

1. Documents Comprising Contract.

The contract shall include this Agreement as well as the following documents which are incorporated herein by reference:

- (a) The City of Fernandina Beach Request for Proposal "RFP" (RFP #2009-103), its Exhibits and Attachments issued on June 3, 2009, and all of its addenda.

(b) Westrec's proposal, including its certificate of insurance as required by the RFP and other required documents.

(c) Exhibits

- (1) Marina (Tax Free) Debt Service schedule
- (2) Marina (Taxable) Debt Service schedule
- (3) Marina Operating Area
- (4) List of Current Marina Employees and Job Descriptions
- (5) Submerged Land Lease

(d) Attachments

- (1) Current leases in Marina Operations Area
 - (a) One Centre Street Restaurant Group
 - (b) Atlantic Seafood
 - (c) Amelia Island Charter Fishing Boat Association (month to month)
 - (d) Amelia Island Cruises
- (2) Florida Inland Navigation District Agreement (FIND)
- (3) Boating Infrastructure Grant Program (BIGP)
- (4) Applicable City policies
 - (a) Purchasing Policies and Procedures
 - (b) Budget Policy
 - (c) City Sign Code
 - (d) Mooring Field Grant
- (5) The City 2014-15 Pro Forma Marina Budget

If there is a conflict between the terms of this Agreement and above-referenced documents then the conflict shall be resolved as follows: the terms of this Agreement shall supersede over other documents, and the terms of the remaining documents shall be given preference in their above-listed order.

2. General Contract Terms.

(a) **Non-exclusive Contract.**

Award of this contract shall impose no obligation on the City to utilize Westrec for all work of the type which may develop during the contract period. This is not an exclusive contract.

(b) **Additional Services and Locations.**

The City reserves the right to request additional services relating to this Agreement from Westrec when approved by the Parties, in accordance with additional services as set forth in the RFP. Westrec shall provide such additional requirements as may become necessary. The City reserves the right to unilaterally add or delete locations or services at its sole option as it may deem necessary or in the best interests of the City. In such case, Westrec will be required to

provide services pursuant to this Agreement in accordance with the terms, conditions and specifications, and as set forth in an amendment approved by the Parties.

(c) Entirety of Agreement.

Parties hereto agree that this Agreement sets forth the entire agreement between the parties and there are no promises or understandings other than those stated herein. None of the provisions, terms or conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except as may be specifically authorized herein or by written instrument executed by the parties hereto. This Agreement and the exhibits and attachments hereto and other documents and agreements specifically referred to herein constitute the entire fully integrated Agreement between the parties with respect to the subject matter hereof and supersede all prior or contemporaneous verbal or written communication or agreements between the parties with respect hereto excepting any past or contemporaneous written or verbal agreements expressly and clearly incorporated by reference within the four corners of this Agreement. This Agreement may only be amended by written documents, properly authorized, executed and delivered by both parties hereto. For the City, appropriate authorization shall be construed to mean formal action by the elected officials of the City, except where specified within this Agreement that the City Manager or his or her designee shall have approval or authority. This Agreement shall be interpreted as a whole unit. This Agreement shall not be construed in favor of one party or the other. All matters involving this Agreement shall be governed by the laws of the State of Florida and the proper venue for any litigation arising hereunder will be a state or federal court located in Florida with venue within Nassau County, Florida.

(d) Headings.

Headings of various paragraphs and sections of this Agreement and its table of contents are for convenience and use of reference only and shall not be construed to define, limit, augment or describe the scope, context or intent of this Agreement or any part or parts of this Agreement.

(e) Severability.

The terms and conditions of this Agreement shall be deemed to be severable; consequently, if any clause, term or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions and notwithstanding such determination, this Agreement shall continue in a full force and effect unless the particular clause, term or condition held to be illegal or void renders the balance of the Agreement to be impossible of performance

(f) No Waiver of Right to Enforce.

The waiver of any breach or any term covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or any subsequent breach of the same or any other term, covenant or condition herein contained. No covenant, term, or condition shall be deemed to have been waived, unless such waiver be in writing. Nor shall there be any accord and satisfaction unless expressed in writing and signed by both the City and Westrec.

(g) **Performance.**

Service shall be performed in a timely manner as specified in the RFP.

The Parties expressly agree that time is of the essence in the performance of this Agreement and the failure to complete the performance within the time specified, or within a reasonable time if no time is specified herein, shall relieve the Parties of any obligation to accept such performance.

(h) **Notices.**

Any notice required or permitted herein is to be given in writing and shall be personally delivered or mailed, first class postage prepaid or delivered by an overnight delivery service to the respective addresses of the parties set forth below their signatures on the signature page hereof, or to such other address as any party may give to the other in writing. Any notice required by this Agreement will be deemed to have been given and received when personally served or one (1) day after delivery to an overnight delivery service or five (5) days after deposit in the first class mail.

To the City: City Manager
City of Fernandina Beach
204 Ash Avenue
Fernandina Beach, Florida 32034
Attn: City Manager

To Westrec: Westrec Marina Management, Inc.
16633 Ventura Boulevard, 6th Floor
Encino, CA 91436

With copy to: Westrec Marinas
801 North East Third Street
Dania Beach, Florida 33004
Attn: Gary Groenewold
Vice President Southern Area

With copy to: Shutts & Bowen LLP
Attention: Stephen K. Tilbrook, Partner
200 East Broward Boulevard
Suite 2100
Fort Lauderdale, FL 33301

(i) **Remedies.**

Each party shall have full remedies available under existing laws, including, but not limited to, the Uniform Commercial Code, mediation, alternative dispute resolution and all state and federal courts of any jurisdiction.

(j) **Assignment, Subcontracting, Corporation Acquisitions and/or Mergers.**

Westrec shall perform this contract. No assignment or subcontract shall be allowed without the prior written consent of the City in the event of a corporate acquisition and/or merger. Westrec shall provide a written notice to the City within the 30 business days of any assignment or subcontract. In the event of an assignment of the contract to a wholly owned subsidiary of Westrec, the City's written consent shall not be unreasonably withheld.

(k) **Miscellaneous.**

If it shall become necessary for either party hereto to engage attorneys to institute legal action for the purpose of enforcing its rights hereunder or for the purpose of defending legal action brought by the other party hereto, the party or parties prevailing in such litigation shall be entitled to receive all costs, expenses and fees (including reasonable attorneys' fees) incurred by it in such litigation (including appeals). This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. No representative of Westrec is authorized to make any representations, warranties or agreements other than as expressly set forth herein. Any consent required by this Agreement to be given by City to Westrec shall be given in writing. Westrec hereby disclaims any implied or express warranties, guarantees or representations of any kind other than as expressly set forth in this Agreement.

3. **Management.**

(a) **Term.**

City hereby engages Westrec to manage the Marina and Westrec hereby agrees to manage the Marina until this Agreement is terminated in accordance with Section 13 below.

(b) **Other Marinas.**

City acknowledges that Westrec is in the business of managing marinas both for its own account and for others. It is hereby expressly agreed that Westrec and its affiliates may continue to engage in such activities, may manage facilities other than those presently managed by it so long as the facilities are not in direct or indirect competition with City. Westrec agrees not to manage or lease any other facility within twenty (20) nautical miles of the City's marina without the express written consent of the City.

(c) **Relationship of Parties.**

In the performance of its duties under this Agreement, Westrec shall occupy the position of an independent contractor with respect to the City. Nothing contained herein shall be construed as making the parties hereto partners, nor, except as expressly otherwise provided for herein, construed as making Westrec an agent or employee of the City.

(d) **Independent Contractor Status and Compliance with the Immigration Reform and Control Act of 1986.**

Westrec is and shall remain an independent contractor and is neither agent, employee, partner nor joint venturer of the City. Westrec acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 located at 8 USC Section 1324 et seq. and regulations relating thereto as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach and shall be grounds for immediate termination of the contract at the discretion of the City.

4. Authority of Westrec.

(a) General Authority.

Westrec hereby agrees to provide the City with Marina Management Services as requested as specifically outlined in the RFP, this Agreement and all subsequent official documents that form the contract documents for this Agreement, subject to budget and City policy restrictions and procedures stated or referenced herein. Westrec shall have the authority to fully and completely supervise and direct the operations of the Marina and matters associated or related to the operation of the Marina, including boat slip rentals, diesel gasoline sales, convenience store sales, and supervision of all leases of space at the Marina referenced in Attachment 1. City shall execute such documents as Westrec, in its reasonable judgment, deems necessary or advisable for Westrec to carry out its management of the Marina. Such authority shall include authority to direct the matters specified below, which are not in limitation of the foregoing.

(b) Renting of the Marina.

Westrec shall use its reasonable discretion to establish the terms and conditions of occupancy of boat slips in the Marina. The City shall set the rates for the boat slip rentals. Westrec is hereby authorized to assist the City's employees in entering into rental agreements with such tenants and to collect rent from such tenants. The form of rental agreement shall be prepared, reviewed, as appropriate by Westrec and recommended to the City for acceptance.

(c) Marketing and Advertising.

Westrec shall establish the policies and procedures which it deems necessary or advisable for directing the marketing activities of personnel engaged by or on behalf of City relating to the Marina subject to authorized budget appropriations and restrictions. Westrec shall cause City to advertise in such media and to the extent Westrec deems necessary and appropriate. All advertising of the Marina, including signs, may be carried under the Westrec name and/or the name of the Marina. All advertising and marketing costs shall be paid directly by the City, subject to the approved marina budget or any subsequent approvals.

(d) Repair, Maintenance and Improvements.

Westrec shall make and execute, or supervise and have control over the making and executing of, all decisions concerning the acquisition of furniture, fixtures and supplies for the Marina, and the purchase, lease or other acquisition of the same, on behalf of the City. Westrec shall make and execute, or supervise and have control over the making and executing of, all decisions concerning the routine day-to-day maintenance, repair and landscaping of the Marina, on behalf of the City. In connection with performance of routine day-to-day maintenance, repair and landscaping, Westrec shall negotiate and supervise the installation of minor capital improvements related to the Marina which Westrec, in its reasonable discretion, deems necessary or appropriate; provided, however, that Westrec shall obtain the prior approval of the City for all expenditures in excess of five hundred dollars (\$500.00) for any one item (except monthly or recurring operating charges and/or emergency repairs if in the opinion of Westrec such expenditures are necessary to protect the Marina from damage or to maintain services to the tenants as called for in their leases). Westrec agrees to follow and comply with the City's Purchasing Policies and Procedures. All repair, maintenance and improvement costs shall be paid directly by the City, subject to the approved marina budget or any subsequent approvals.

(e) Personnel.

Westrec shall select, hire, discharge and supervise all labor and employees which it deems necessary or advisable for the operation and maintenance of the Marina. Westrec may hire the types and number of Marina Personnel as Westrec, in its reasonable discretion, deems appropriate for operation and management of the Marina, subject to the provisions in subsection (g), Budget. Westrec shall have the authority for the supervision of all employees, for the determination of employee compensation, including any incentives, bonuses and benefits, and for the establishment of policies and procedures relating to employment. Westrec shall pay for all costs of on-site employees (including without limitation payroll taxes, insurance, 401-K plan contributions and all other employee fringe or other benefits), as specified in subsection (g) Budget. The cost of Marina Personnel is the responsibility of the City as set forth in the approved marina budget, and the cost of Marina Personnel will be paid by the City to Westrec as invoiced monthly by Westrec.

Throughout the terms of this Agreement, Westrec shall employ a qualified full-time, on-site manager ("Marina Manager") having experience in the management of a marina of this type who shall be available during normal business hours and be delegated sufficient authority to ensure competent performance and fulfillment of the responsibility of the management agreement and to accept serviceable notices provided for herein. The on site Marina Manager shall be part of the Marina Personnel, and the Marina Budget shall include the costs of the on-site Marina Manager. The cost of Westrec personnel who supervise, or otherwise participate in the management, administration and operation of the Marina, but also do work for Westrec and/or other marinas managed by Westrec, will be covered by the Administration Fee (as defined in Section 6 - Compensation of Westrec) paid by the City to Westrec. These persons include Westrec personnel responsible for: (i) the direct supervision of on-site personnel; (ii) training of on-site and supervisory managers; (iii) the coordination and supervision of routine repairs and maintenance at the Marina; (iv) supervision of the procedures relating to eviction of delinquent

tenants and sale of delinquent tenants' property; (v) overseeing inventory and supplies of the type used by the Marina; (vi) marketing; (vii) administering the payroll for on-site employees, including the administration, withholding and payment of applicable compensation coverage on behalf of and for the account of City; and (viii) accounting and other services relating to the operation and administration of the Marina. City understands and acknowledges that some or all of such persons may be simultaneously engaged by and/or for the account of City and by and/or for other marinas managed by Westrec, some of whom may (i) be affiliates of Westrec and (ii) compete with City. Westrec shall not be separately reimbursed for the time of its executive officers devoted to City's affairs or for the other overhead expenses of Westrec.

Westrec's employees in contact with the public shall perform their duties in an efficient and courteous manner. Westrec shall insure all its personnel are courteous and cooperative and present a neat, clean and professional appearance at all times. Failure of an employee to do so shall be grounds for the City to demand his or her removal from duties on the Marina property. Westrec shall provide the City with the name and telephone number of a management person who will be on call at all times for emergencies or other matters related to the operations under this Agreement. At the conclusion of this Agreement, City agrees to use its best efforts to rehire the employees listed on Exhibit 4, with credit for previous City length of service and seniority.

(f) **Budget.**

Westrec agrees, to the extent reasonable and feasible, to operate the Marina in accordance with the approved budget. Westrec shall annually, beginning with Fiscal Year 2014-2015, develop a proposed budget, in conjunction with the City's budget preparation process, which shall be reviewed and approved by the City Manager and City Commission. The annual budget submittal shall include, but not be limited to, all of the proposed revenue sources and expenditures for the Marina. The proposed revenue projection shall include detailed written justification to support the proposed sources and projections. Westrec in proposing the annual expenditure budget shall include, but not be limited to, the following:

(1) **Personnel Costs.** An organizational chart listing all of the full and part-time positions that Westrec is proposing, their positions with titles, number in each position, proposed pay ranges, and benefit costs for each position.

(2) **Marketing and Promotion Costs.** Westrec shall provide a comprehensive marketing and promotion budget which will list the proposed specific expenditures to support the proposed plan.

(3) **Proposed Capital Improvement and Repair Maintenance Plan.** Westrec shall develop a proposed detailed Capital Improvement and Repair Maintenance Plan that specifically describes each proposed expenditure, activity, justification or need for activity, and the estimated cost.

(4) **City's Overhead Costs.** Westrec shall provide a detailed list and projected cost for each expenditure.

(g) **Agreements.**

Westrec shall have the authority to negotiate and recommend to the City such agreements which Westrec deems necessary or advisable for the furnishing of utilities, services, concessions and supplies, for the maintenance, repair and operation of the Marina and such other agreements which may benefit the Marina or be incidental to the matters for which Westrec is responsible hereunder.

(h) **Other Decisions.**

Westrec shall make all decisions in connection with the day-to-day operations of the Marina.

(i) **Regulations and Permits.**

Westrec will observe, obey and comply with all rules and regulations adopted by the City and all laws, ordinances, and or rules and regulations of other governmental units and agencies having lawful jurisdiction, which may be applicable to the operations under this Agreement. Failure to do so will constitute a breach of this Agreement. Westrec shall procure all required permits, licenses and approvals, on behalf of the City, for the operation and performance under this Agreement. All permit or regulatory fees or costs shall be paid directly by the City, subject to the approved marina budget or any subsequent approvals.

(j) **Management Records and Reports of Disbursements and Collections.**

Westrec shall establish, supervise, direct and maintain the operation of a system of record keeping and bookkeeping with respect to all receipts and disbursements in connection with the management of the Marina. The books, records and accounts shall be maintained at the City's Marina. City acknowledges that any budgets or projections prepared by Westrec for City are only estimates of revenues and expenses, that the initial budgets and projections prepared by Westrec will be based in part on information provided by City, that any projections prepared by Westrec are subject to, and may be affected by, changes in financial, economic, competitive and other conditions and circumstances beyond Westrec's control and that such projections and budgets are not to be construed as a guarantee by Westrec of the actual results to be obtained from operations. City acknowledges that Westrec makes no representations or warranties as to the results to be obtained from operations. City acknowledges that Westrec has no knowledge, and cannot certify the accuracy of any historical information provided to Westrec by City. All receipts and disbursements in connection with Marina operations will be recorded on the City's books using software provided by the City utilizing Westrec personnel. All receipts will be deposited into the City's bank account. Receipts will be accounted for on the City's books by Westrec personnel. All purchases for the Marina which fall under the City's area(s) of responsibility shall be made such that they are in compliance with the City's Purchasing Policy, Procedures and Code. Requests for disbursements will be processed through the City's accounting system and paid with City's funds. Westrec will have access to the City's accounting system to print and analyze financial data for the Marina on an on-going basis.

(k) **Collection.**

Westrec shall analyze and direct the collection and billing of all accounts receivable due

to the City with respect to the Marina and shall be responsible for establishing policies and procedures to minimize the amount of bad debts.

(l) Legal Actions.

Westrec shall cause to be instituted, on behalf and in the name of the City, any and all legal actions or proceedings Westrec deems necessary or advisable to collect charges with the advice and consent of the City, rent or other income due to City with respect to the Marina or to oust or dispossess tenants or other persons unlawfully in possession under any lease, license, concession agreement or otherwise, and to collect damages for breach thereof or default thereunder by such tenant, licensee, concessionaire or occupant. The costs of all such legal actions or proceedings shall be borne by City. Westrec shall also assist the City in the defense of any and all actions and proceedings brought by tenants, suppliers, vendors and similar persons relating to the Marina and City shall be responsible for satisfying and paying the costs of defending all such claims to the extent not covered by insurance. Westrec shall provide notice to City of any and all actions or proceedings instituted by, on behalf of, or against the City.

(m) Insurance.

The City shall pay for and maintain all necessary insurances including but not limited to property casualty insurance for the MOA, Marina Operators Legal Liability, automobile coverage, theft coverage, and environmental pollution coverage, listing Westrec as an additional named insured. Westrec shall provide workers compensation coverage. The costs incurred by the City and Westrec for insurance coverage applicable to the MOA or marina operations shall be included in the approved marina budget and shall be paid or reimbursed by the City, pursuant to the approved marina budget.

Westrec shall provide to the City a certificate of coverage. Westrec shall maintain workers compensation coverage, throughout the term of this Agreement, and the policy shall prohibit termination, expiration, cancellation, or substantial modification without at least thirty (30) days prior written notice to the City.

As a part of the marina budget planning process for each subsequent Fiscal Year (beginning in FY 2014-2015), all insurance coverage will be re-evaluated and specific coverage may be redistributed between the City and Westrec depending on what is most advantageous to the parties. However, at all times the cost for insurance coverage for the MOA and the marina operations shall remain a part of the marina budget and will ultimately be paid or reimbursed by the City.

(n) Restrictions.

Notwithstanding anything to the contrary set forth in this Section 4, Westrec shall not be required to do, or cause to be done, anything for the account of City (i) which may make Westrec liable to third parties; or (ii) which may not be commenced, undertaken or completed because of insufficient funds of City.

(o) Force Majeure.

Neither the City nor Westrec is required to perform any term or covenant of this Agreement so long as performance is delayed or prevented by *force majeure*, which includes acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and any other cause not reasonably within the City's or Westrec's control and that the City or Westrec cannot, by exercising due diligence, prevent or overcome in whole or in part.

(p) City Approval

Westrec agrees it will obtain prior approval from the City prior to implementing changes on the following matters:

- (1) Changes from the original approved plans, activities signage and graphics;
- (2) Equipment Westrec plans to install requiring any building or facility modifications;
- (3) Any use of the City's name or City seal;
- (4) Any improvements to be constructed on the Marina property;
- (5) Hours of daily operation;
- (6) Uniforms to be used by the employees; and
- (7) The décor of the Marina and all signs to be installed directed or displayed in or on the Marina property and any changes thereto at anytime during this Agreement.

Further it is understood by Westrec, that should any changes related to the above items be disapproved, either Party may offer alternative solutions.

(q) Shared Expenses.

The parties acknowledge that certain economies may be achieved with respect to certain expenses to be incurred on behalf of City hereunder if materials, supplies, insurance or services are purchased by Westrec in quantity for use not only in connection with the Marina but in connection with other marinas managed by Westrec or its affiliates. Westrec shall have the right, with the advice and consent of the City, to purchase such materials, supplies, insurance or services in its own name and charge City a pro rata share of the cost; provided, however, that the pro rata cost of such purchase to City shall not result in expenses greater than would otherwise be incurred at competitive prices and on terms available in the area where the Marina is located or the service is rendered; and, provided further, Westrec shall provide a copy of the financial records to the City upon request and shall make records available to City at Westrec's corporate headquarters office at all reasonable times after reasonable notice to Westrec so City may review any such expenses incurred.

(r) Reporting Requirements.

Westrec must submit a monthly written report to the City Manager including but not limited to:

- (1) Occupancy (both numbers and dollars), historical comparison;
- (2) Fuel sales (both numbers and dollars), historical comparison;
- (3) Marketing and promotions;
- (4) Non-routine expenses;
- (5) Capital improvements status report;
- (6) Insurance claims;
- (7) Litigation; and
- (8) Safety and environmental incidents.

(s) **Business Continuity Plan.**

Westrec shall provide the City with a copy of its business continuity plan covering the Marina as well as the company head office. Westrec will provide the City with the results of any testing of its business continuity plan.

5. **Duties of City.**

City shall cooperate with Westrec in the performance of its duties under this Agreement and to that end, upon the request of Westrec, City agrees to provide reasonable office space for Westrec employees on the premises of the Marina, to give Westrec access to all files, books and records of City relevant to the Marina, and to execute all documents and instruments as Westrec, in its reasonable judgment, deems necessary or advisable to enable it to carry out its management of the Marina.

6. **Compensation of Westrec.**

Westrec agrees to operate and maintain the Marina and associated property on a negotiated fixed fee and variable fee basis.

(a) **Fixed Fee Component.**

The City shall pay Westrec a Fixed Fee Component of Ninety-Five Thousand Two Hundred Sixty-Eight Dollars and Fifty-Six Cents (\$95,268.56) annually, unless and until the parties negotiate a different amount. Such payment shall be paid in twelve monthly installments on the 15th of each month commencing January 15, 2015.

(b) **Variable Fee Component.**

In addition, the City shall pay Westrec a Variable Fee Component payment equal to one percent (1%) of the Marina Gross Revenues. In no event may the Variable Fee Component payment exceed the Fixed Fee Component. For purposes of this Agreement, "Marina Gross Revenues" means gross revenues of the Marina for Slip rental (including seasonal, transient and commercial rents), fees for the Mooring Field, and Leases in the MOA, excluding the existing casino boat lease, so long as the casino boat does not occupy a slip at the Marina. For the purposes of this calculation, Marina Gross Revenues does not include Gas and Diesel revenues, nor retail revenues for the Dock House Retail Area pursuant to the Lease Agreement for the Dock House Retail Area. The Variable Fee Component payment will be made quarterly in arrears, not later than 30 days following the end of each quarter.

7. Fiscal Non-funding.

In the event that sufficient budgeted funds are not available for any new fiscal period, the City shall notify Westrec of such occurrence and the Agreement shall terminate on the last day of the then current fiscal period without expense or penalty to the City.

8. Audit.

Westrec shall retain all records relating to this contract for a period of at least three years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, City reserves the right to audit such records pursuant to City policy.

9. Public Emergencies.

It is hereby made part of this contract that before, during and after a public emergency, disaster, hurricane, tornado, flood or other acts of God, that City shall require a "first priority" for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation that threatens public health and safety as determined by the City. Westrec agrees to rent, sell, lease all goods and services to the City or governmental entities on a "first priority" basis. The City expects to pay a fair and reasonable price for all products and services rendered or contracted in the event of a disaster, emergency, hurricane, tornado, or other acts of God.

10. Sales Tax.

Westrec shall pay the prevailing State of Florida sales and use tax for any amounts payable under this Agreement.

11. City's Ownership of Improvements.

Upon the expiration of this Agreement, for any reason, all existing and any future installed fixtures, equipment, improvements and appurtenances attached to or built into the Marina in such a manner as to become part of the freehold whether or not by the expense of Westrec, shall become and remain a part of and be surrendered with the Marina property. Any furniture, furnishings, equipment or other articles of moveable personal property owned by Westrec and located on the Marina property shall be and remain the property of Westrec and may be removed by it at any time during the term of this Agreement so long as Westrec is not in default of any obligations under this Agreement and the same has not become part of the freehold and so long as such do not materially affect Westrec's ability to use such premises and conduct its business as provided herein.

12. Hours of Operation.

The Marina property will be required to operate seven (7) days a week during those hours approved by the City. Sufficient staff will be available to provide outstanding service. The City may require change in hours of operation if in the reasonable discretion of the City such a change is desirable for providing the best service to the public.

13. Termination by the City or Westrec.

(a) The Agreement may be terminated by the City or Westrec without cause by giving the other party ninety (90) days prior written notice.

(b) Natural Disaster

In the event that the City's marina is destroyed or significantly damaged by a natural disaster or Act of God, either Party may terminate this Agreement upon providing 30 days written notice as set forth herein.

(c) Tax Exempt Bonds

In the event that the City loses its tax exempt status on the existing municipal improvements due to the terms of the this Agreement, either Party may terminate this Agreement upon providing 30 days written notice as set forth herein.

14. Limiting Legislative or Judicial Action.

In the event that any municipal, county, state or federal body of competent jurisdiction passes any law, ordinance or regulation in any way restricting or prohibiting the use of the Marina for purposes of this Agreement, this Agreement may be terminated by Westrec pursuant to the "Termination by Westrec" clause in paragraph 18 above and will be null and void and unenforceable by any party to this Agreement and the City shall have no further liability under this Agreement. In the event that any court or legislative body of competent jurisdiction issues an injunction substantially restricting or prohibiting the use of the Marina for the purposes of this Agreement, which injunction stays in force for more than thirty (30) calendar days, this Agreement will be null and void and unenforceable by any party to this Agreement and the City shall have no further liability under this Agreement. If the City deems the Agreement null and void by function of this paragraph, the City will not be liable to Westrec for damages arising therefrom and the City shall have no further liability under this Agreement.

15. Nondiscrimination.

Westrec does hereby for itself, its personal representatives, successors in interest and assigns as part of the consideration and agreement consideration hereof, covenant and agree that:

(a) No person on the grounds of race, color, religion, national origin, sexual orientation, age, residency within or without the City or handicap shall be excluded from participating in or be denied the benefits of or be otherwise subjected to discrimination in the use of the Marina except for bona fide cause allowed by law.

(b) The construction of any improvements on over such land or in the furnishing of services thereon. No person on the grounds of race, color, religion, national origin, sexual orientation, age, residency within or without the City or handicap shall be excluded from participation in, be denied the benefits of or otherwise be subjected to discrimination, except for bona fide causes allowed by law.

(c) That Westrec shall use the premises in compliance with all other requirements imposed by or pursuant to Title 45, Code of Federal Regulations, Article 80, non discrimination under programs receiving federal assistance through the City of health, education and welfare-effectuation of Title VI of the Civil Rights Act of 1964 and as such regulations may be amended that in the event a breach of any of the above non-discrimination covenants, the City shall have the right to terminate the Agreement and this Agreement shall be null and void. Westrec shall not discriminate against City employees or applicant for employment in the performance of the contract with respect to hiring tenure terms, conditions or privileges of employment because of age, sex, or physical handicap (except where based on a bona fide occupational qualification); or because of marital status, color, religion, national original or ancestry.

16. Hurricane Preparedness.

Westrec shall follow the City's emergency evacuation and hurricane plan.

17. Termination of Agreement.

Following the termination of this Agreement by either party within fifteen (15) calendar days, or earlier if determined by the City, Westrec shall forthwith remove all of its personal property not acquired under the terms of the Agreement. Any personal property of Westrec not removed in accordance with this paragraph may be removed by the City for storage at the cost of Westrec or shall constitute a gratuitous transfer of title thereof to the City for whatever disposition is deemed to be in the best interests of the City. The City shall not be liable to Westrec for safekeeping for Westrec's personal property during or after termination of this Agreement.

18. Approvals.

Except as otherwise provided, whenever approvals are required herein by either party, such approval shall not be unreasonably withheld.

19. Rights Reserved to the City.

All rights not specifically granted to Westrec by this Agreement are reserved to the City, and the designation of any particular remedy for the City without prejudice to any other relief available in law or equity and all such relief is reserved to the City.

20. Lien.

The City shall have a lien upon all personal property of Westrec to secure the payment to the City of any unpaid money accruing to the City under the terms of this Agreement.

21. Submerged Land Lease.

A submerged land lease is attached hereto as Exhibit 5. Westrec agrees to operate the Marina Operating Area (MOA) in such a fashion as to not violate such submerged land lease.

22. Compliance with City's Internal Control Processes.

Westrec agrees to comply with the City's procurement policies and procedures, budget policies and other policies which are attached hereto as Attachment 4.

23. City's Mooring Fields.

The City owns and maintains 20 Helix' system moorings located across from the Marina on the west side Atlantic intercoastal waterway as part of the MOA. The City is currently operating this mooring field within the jurisdiction of the City which is coming into compliance with Florida's law. The City will continue to regulate this issue of mooring fields and may revise its ordinances as appropriate. In addition, the City retains the right to expand its mooring fields to additional areas, and will notify Westrec of any action taken in this regard. The City's Mooring Fields are part of the MOA and are subject to the management, operating and insurance provisions as set forth herein.

24. Recycled Material.

Westrec agrees to use recovered materials to the extent practical under the terms of this contract.

The City wishes to encourage Westrec to use recycled materials in fulfilling contractual obligations to the City and that such a policy will serve as a model for other public entities and private sector companies.

When awarding a purchase of \$5,000 or less or recommending a purchase in excess of \$5,000 for products, materials or services, Westrec may allow preference to a responsive bidder who certifies that their product or material contains the greatest percentage of post-consumer materials. If they are bidding on paper products, it may certify that their materials and/or products contain at least the content recommended by the EPA guidelines.

Definitions under this section are as follows:

"Recovered Materials:" Materials that have recycling potential, can be recycled, and have been diverted or removed from the solid waste stream for sale, use or reuse, by separation, collection or processing.

"Recycled Materials:" Materials that contain recovered materials. This term may include internally generated scrap that is commonly used in industrial or manufacturing processes, waste or scrap purchased from another manufacturer and used in the same or a closely related product

"Postconsumer Materials:" Materials which have been used by a business or consumer and have served their intended end use and have been separated or diverted from the solid waste stream for the purpose of recycling such as Newspaper, aluminum, glass containers, plastic containers, office paper, corrugated boxes, pallets or other items which can be used in the remanufacturing process.

25. Infringement of Patent, Trademarks or Copyrights.

Westrec agrees to indemnify the City and hold it harmless from and against all claims, liability, loss, damages or expense including attorney fees, arising from or by reason of any actual or claimed trademark patent or copyright infringement or litigation based thereon with respect to the services or goods or any part thereof covered by this Agreement, and such obligations shall survive the term of this Agreement.

26. **Signage.**

Westrec shall abide by the City's Sign Code attached hereto as Attachment 5.

Any changes to exterior signage must meet applicable codes, ordinances, and HDC and CRA district guidelines.

27. **Condemnation.**

(a) **Total Condemnation.**

If during the term of this Agreement or any extension or renewal of this Agreement, all of the MOA is taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or are sold to the condemning authority under threat of condemnation, this Agreement will terminate, and the payments will be abated during the unexpired portion of this Agreement effective as of the date the condemning authority takes the said Area.

(b) **Partial Condemnation.**

If less than all, but more than ten percent (10%) of the MOA is taken for any public or quasi-public use under any governmental law, ordinance, or regulation or by the right of eminent domain, or is sold to the condemning authority under threat of condemnation, either party may terminate the Agreement by giving written notice to the other party within sixty (60) days. If the said area is partly condemned and neither party elects to terminate this Agreement or if less than ten percent (10%) of the said area is condemned, this Agreement will not terminate, but the payments to be made will be adjusted equitably during the unexpired portion of this Agreement.

(c) **Condemnation Award.**

The City will receive the entire award from any condemnation, and Westrec will have no claim to that award or for the value of any unexpired term of this Agreement.

28. **Mechanic's Liens.**

Westrec will not permit any mechanic's lien or liens to be placed on the MOA or on improvements to it. If a mechanic's lien is filed on the MOA or on improvements on it, Westrec will promptly pay it. If default in payment of the lien continues for ten (10) days after the City's written notice to Westrec, the City may, at its option, pay the lien or any, portion of it without inquiring into its validity. Any amounts the City pays to remove a mechanics lien caused by Westrec to be filed against the MOA or against improvements on the MOA, including expenses and

interest, are due from Westrec to the City and must be repaid to the City immediately upon rendition of notice together with interest of twelve percent (12%) annually until fully paid.

The City's interest in the MOA is not subject to mechanic's liens for improvements made, or contracted for, by Westrec. Westrec must give written notification to all contractors making any improvements on the MOA of the provisions of this Agreement.

29. Indemnity.

(a) Westrec's General Indemnity.

City hereby agrees to indemnify Westrec for claims brought against Westrec only to the extent that they are found to result from the sole negligence of the City, its governing body, or its employees. This indemnification shall not be construed to be an indemnification for the acts, or omissions of third parties, independent contractors, or third party agents of the City. This indemnification shall not be construed as a waiver of the City's sovereign immunity, and shall be interpreted as limited to only such traditional liabilities for which the City could be liable under the common law interpreting the limited waiver of sovereign immunity. Any claims against the City must comply with the procedures found in §768.28, Florida Statutes. In order to comply with the requirements of §129.06, Florida Statutes, and Article VII, Section 10 of the Florida Constitution, the value of this indemnification is limited to the lesser of the amount payable by either party under the substantive provisions of this Agreement, or the limitations of §768.28, Florida Statutes. In addition, this indemnification shall be construed to limit recovery by the indemnified party against the City to only those damages caused by City's sole negligence, and specifically not include any attorneys' fees or costs associated therewith.

(b) Environmental Indemnity.

Westrec is responsible only for the payment of that portion of any cleanup cost for compliance with hazardous materials laws that arise during the term of this Agreement as a result of a discharge of hazardous materials directly attributable to the negligence of a Westrec employee. The City is responsible for all other cleanup costs, including all costs associated with environmental compliance at the Marina, and the City is responsible for insuring that any other responsible party participate in the clean up to the extent of its responsibility for relief. Westrec shall indemnify, defend, and hold harmless the City from and against all claims, liabilities, losses, damages, and costs, foreseen or unforeseen including without limitation counsel, engineering, or any other professional or expert fees, that the City may incur by reason of the negligence of Westrec employees during the term of this Agreement as set forth herein. This section survives the expiration or earlier termination of this Agreement.

30. Alternative Dispute Resolution.

Westrec and the City agree that any controversy or claim arising out of or relating to this Agreement, or breach thereof, shall be first subject to mediation by a mutually agreed upon mediator before any suit is filed.

31. Current Marina Debt.

(1) Both parties recognize that there is existing current marina debt.

a. Current Bonds. The City previously issued tax-exempt debt in the amount of \$6.4 million to finance various improvements to the Marina. The debt service schedules are attached to this Agreement as Exhibit 1.

b. Conversion of Tax Exempt Debt To Taxable Debt for "private activity" Use. The City has outstanding indebtedness relating to marina improvements as set forth in Exhibit 2. Notes were issued in 2005 and 2009 to banks bearing interest at tax-exempt rates because under federal income tax law, the City qualified for the tax exemption as the owner and operator of the Marina.

(2) Westrec agrees to cooperate with the City to maintain this tax exemption, thus avoiding estimated maximum present value of the additional interest cost to the City of \$1,082,745.60. The City shall provide notice to Westrec, and an opportunity to cooperate with the City, as to the measures that may be necessary to protect the tax exempt status of the debt financing.

32. Reservations.

Reservations are currently accepted up to four (4) months in advance. Westrec has provided an operations plan relating to reservations policy, including reservations, software, prepaying requirements and cancellation policies.

Any changes to the reservations policy must be approved by the City Manager.

33. Facilities.

Westrec will maintain the premises in good order and in sanitary and safe condition.

Westrec shall provide one boat slip, as needed, for use by the City for a police boat at all times during the term of this Agreement.

34. Festivals and Special Events.

The City hosts a number of festivals and special events: primarily the Shrimp Festival the first weekend in May, the Kingfish fishing tournament in June, and July 4th fireworks show. Frequently these events draw boaters and fill marina slips. Some festivals and special events might have some impact on the Marina operations and Westrec will cooperate with the City and designated festival committees in planning activities to support the Marina .

35. Collection of Delinquent Accounts.

The City invoices its customers for dockage both in advance and in arrears depending on the nature of the business relationship. Routinely, the City has a list of delinquent accounts ranging from a few hundred dollars to several thousand dollars. The City routinely works with its customers to bring all delinquent accounts current. Westrec shall provide its collection

policies and procedures and how they would be applied to the Marina Operations Area.

36. Use of Trademarks, Service Marks and Related Items

In providing its services under this Agreement, Westrec will use the name, trademark and service mark "WESTREC" and such other trademarks, service marks, logos, commercial symbols, insignia and designs as Westrec shall deem appropriate (collectively, the "Trademarks") and certain operations manuals and software (including operations, emergency procedures, personnel, risk management and accounting software and manuals), formats (including financial reporting and budgeting formats) and forms (including bookkeeping, accounting and lease forms) and software (collectively, the "Proprietary Material"). Westrec hereby grants City the nonexclusive, nontransferable right to have Westrec, for the benefit of City, use the Trademarks and Proprietary Material in connection with the management and operation of the Marina all subject to Westrec's complete control. It is understood and agreed that Westrec shall have the right to use and license others to use the Trademarks and Proprietary Material elsewhere for any purposes whatsoever, including without limitation in the management and operation of other marinas. Immediately upon the expiration or termination of this Agreement, City shall (a) return to Westrec all materials bearing any of the Trademarks and all Proprietary Material without retaining any copies thereof, and (b) cease all use of the Trademarks and Proprietary Material by all means required, including without limitation changing all telephone listings using any of the Trademarks, removing all signs bearing any of the Trademarks, and using its best efforts to have existing tenants at the Marina sign new leases to replace their existing Westrec lease forms. Nothing contained in this Agreement shall give City any right, title or interest in or to any of the Trademarks or Proprietary Material, except the mere privilege and license during the term of this Agreement to have Westrec, for the benefit of City, use the Trademarks and Proprietary Material in connection with the management and operation of the Marina. City acknowledges and agrees that the Trademarks and Proprietary Material are the exclusive property of Westrec and that City now asserts and will hereafter assert no claim to any goodwill, reputation or ownership of any of the Trademarks or Proprietary Material. City shall not do or permit any act or thing to be done in derogation of any of Westrec's rights in any of the Trademarks or Proprietary Material, either during the term of this Agreement or thereafter. City shall not, during or after the term of this Agreement, in any way dispute or impugn the validity of the Trademarks or Proprietary Material, the rights of Westrec therein, or the rights of Westrec or other licensees of Westrec to use the same, both during the term of this Agreement and thereafter. The provisions of this section shall survive the expiration or termination of this Agreement.

37. Florida Public Records Law Requirements

Pursuant to Section 119.0701, Florida Statutes, Westrec 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 Westrec 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 Westrec 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 hereby have executed this Marina Management Agreement as of the date first-above written.

CITY

By:



Name: Joe Gerrity

Title: City Manager

Attest:



Name: Caroline Best

Title: City Clerk

WESTREC:

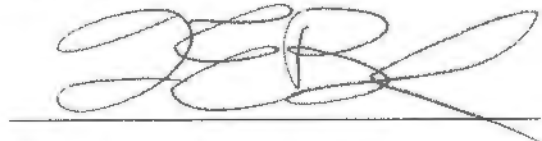
WESTREC MARINA MANAGEMENT, INC.

By:



William W. Anderson, President

APPROVED AS TO FORM AND LEGALITY:



Tammi E. Bach, City Attorney

Draft Date September 22, 2014~~September 17, 2014~~~~August 14, 2014~~

Marina Management Agreement

Between Westrec Marina Management, Inc.,

and

City of Fernandina Beach, Florida

Dated:

Table of Contents

1.	Documents Comprising Contract.....	1
2.	General Contract Terms.....	2
3.	Management.....	5
4.	Authority of Westrec.....	6
5.	Duties of City.....	12 13
6.	Compensation of Westrec.....	12 13
7.	Fiscal Non-funding.....	13
8.	Audit.....	13
9.	Public Emergencies.....	13 14
10.	Sales Tax.....	13 14
11.	City's Ownership of Improvements.....	13 14
12.	Hours of Operation.....	14
13.	Termination by the City or Westrec.....	14
14.	Termination by Westrec.....	16 16
145.	Limiting Legislative or Judicial Action.....	16 17
156.	Nondiscrimination.....	17
167.	Hurricane Preparedness.....	17 18
178.	Termination of Agreement.....	17 18
189.	Approvals.....	17 18
1920.	Rights Reserved to the City.....	18
201.	Lien.....	18
212.	Submerged Land Lease.....	18
223.	Compliance with City's Internal Control Processes.....	18
234.	City's Mooring Fields.....	18
245.	Recycled Material.....	18 19
256.	Infringement of Patent, Trademarks or Copyrights.....	19
267.	Signage.....	19
278.	Condemnation.....	19 20
289.	Mechanic's Liens.....	20
2930.	Indemnity.....	20 21
301.	Alternative Dispute Resolution.....	21
312.	Current Marina Debt.....	21
323.	Reservations.....	21 22
334.	Facilities.....	21 22
345.	Festivals and Special Events.....	22
356.	Collection of Delinquent Accounts.....	22
367.	Use of Trademarks, Service Marks and Related Items.....	22
37.	Public Records Law Requirements.....	23

MARINA MANAGEMENT AGREEMENT

THIS MARINA MANAGEMENT AGREEMENT (the "Agreement") dated _____, 2014⁰⁹ is between Westrec Marina Management, Inc., a California corporation ("Westrec"), 16633 Ventura Boulevard, 6th Floor, Encino, CA 91436, and City of Fernandina Beach, Florida, a Municipal Corporation, ("City"), 204 Ash Street, Fernandina Beach, FL, 32034:

RECITALS

- A. City owns the Marina located at 1 Front Street, known as Fernandina Harbor Marina (the "Marina").
- B. It is the intention of City that the wet slips at the Marina be rented to third parties for use as temporary boat storage facilities, that the other buildings be leased for communal and retail activity, and that the Marina facilities are put to their intended use.
- C. Westrec is in the business of managing marinas and currently manages similar facilities.
- D. City wants Westrec to manage the Marina and Westrec wants to manage the Marina in accordance with the terms and conditions of this Agreement as hereinafter set forth in the location described as the Marina Operating Area ("MOA") described in Exhibit 3.
- E. City's intent in retaining Westrec is to have a vital, financially successful and self-supporting marina by increasing overall net revenue to pay for all fixed and variable costs including annual debt service.
- F. The City finds that this Agreement serves both a public purpose and a municipal purpose.

AGREEMENT

NOW, THEREFORE, in consideration for the mutual covenants herein contained, Westrec and City agree as follows:

1. Documents Comprising Contract.

The contract shall include this Agreement as well as the following documents which are incorporated herein by reference:

(a) The City of Fernandina Beach Request for Proposal "RFP" (RFP #2009-103), its Exhibits and Attachments issued on June 3, 2009, and all of its addenda.

(h) Westrec's proposal, including its certificate of insurance as required by the RFP and other required documents.

(c) Exhibits

- (1) Marina (Tax Free) Debt Service schedule
 - (2) Marina (Taxable) Debt Service schedule
 - (3) Marina Operating Area
 - (4) List of Current Marina Employees and Job Descriptions
 - (5) Submerged Land Lease
- (d) Attachments
- (1) Current leases in Marina Operations Area
 - (a) One Centre Street Restaurant Group
 - (b) Atlantic Seafood
 - (c) Amelia Island Charter Fishing Boat Association (month to month)
 - (d) Amelia Island Cruises
 - (2) Florida Inland Navigation District Agreement (FIND)
 - (3) Boating Infrastructure Grant Program (BIGP)
 - (4) Applicable City policies
 - (a) Purchasing Policies and Procedures
 - (b) Budget Policy
 - (c) City Sign Code
 - (d) Mooring Field Grant
 - (5) The City ~~2009-10~~ 2014-15 Pro Forma Marina Budget

If there is a conflict between the terms of this Agreement and above-referenced documents then the conflict shall be resolved as follows: the terms of this Agreement shall supersede over other documents, and the terms of the remaining documents shall be given preference in their above-listed order.

2. General Contract Terms.

(a) Non-exclusive Contract.

Award of this contract shall impose no obligation on the City to utilize Westrec for all work of the type which may develop during the contract period. This is not an exclusive contract.

(b) Additional Services and Locations.

The City reserves the right to request additional services relating to this Agreement from Westrec when approved by the Parties, in accordance with additional services as set forth in the RFP. Westrec shall provide such additional requirements as may become necessary. The City reserves the right to unilaterally add or delete locations or services at its sole option as it may deem necessary or in the best interests of the City. In such case, Westrec will be required to provide services pursuant to this Agreement in accordance with the terms, conditions and specifications, and as set forth in an amendment approved by the Parties.

(c) Entirety of Agreement.

Parties hereto agree that this Agreement sets forth the entire agreement between the parties and there are no promises or understandings other than those stated herein. None of the provisions, terms or conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except as may be specifically authorized herein or by written instrument executed by the parties hereto. This Agreement and the exhibits and attachments hereto and other documents and agreements specifically referred to herein constitute the entire fully integrated Agreement between the parties with respect to the subject matter hereof and supersede all prior or contemporaneous verbal or written communication or agreements between the parties with respect hereto excepting any past or contemporaneous written or verbal agreements expressly and clearly incorporated by reference within the four corners of this Agreement. This Agreement may only be amended by written documents, properly authorized, executed and delivered by both parties hereto. For the City, appropriate authorization shall be construed to mean formal action by the elected officials of the City, except where specified within this Agreement that the City Manager or his or her designee shall have approval or authority. This Agreement shall be interpreted as a whole unit. This Agreement shall not be construed in favor of one party or the other. All matters involving this Agreement shall be governed by the laws of the State of Florida and the proper venue for any litigation arising hereunder will be a state or federal court located in Florida with venue within Nassau County, Florida.

(d) Headings.

Headings of various paragraphs and sections of this Agreement and its table of contents are for convenience and use of reference only and shall not be construed to define, limit, augment or describe the scope, context or intent of this Agreement or any part or parts of this Agreement.

(e) Severability.

The terms and conditions of this Agreement shall be deemed to be severable; consequently, if any clause, term or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions and notwithstanding such determination, this Agreement shall continue in a full force and effect unless the particular clause, term or condition held to be illegal or void renders the balance of the Agreement to be impossible of performance.

(f) No Waiver of Right to Enforce.

The waiver of any breach or any term covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or any subsequent breach of the same or any other term, covenant or condition herein contained. No covenant, term, or condition shall be deemed to have been waived, unless such waiver be in writing. Nor shall there be any accord and satisfaction unless expressed in writing and signed by both the City and Westrec.

(g) **Performance.**

Service shall be performed in a timely manner as specified in the RFP.

The Parties expressly agree that time is of the essence in the performance of this Agreement and the failure to complete the performance within the time specified, or within a reasonable time if no time is specified herein, shall relieve the Parties of any obligation to accept such performance.

(h) **Notices.**

Any notice required or permitted herein is to be given in writing and shall be personally delivered or mailed, first class postage prepaid or delivered by an overnight delivery service to the respective addresses of the parties set forth below their signatures on the signature page hereof, or to such other address as any party may give to the other in writing. Any notice required by this Agreement will be deemed to have been given and received when personally served or one (1) day after delivery to an overnight delivery service or five (5) days after deposit in the first class mail.

To the City: City Manager
City of Fernandina Beach
204 Ash Avenue
Fernandina Beach, Florida 32034
Attn: City Manager

To Westrec: Westrec Marina Management, Inc.
16633 Ventura Boulevard, 6th Floor
Encino, CA 91436

With copy to: Westrec Marinas
801 North East Third Street
Dania Beach, Florida 33004
Attn: Gary Groenewold
Vice President Southern Area

With copy to: Shutts & Bowen LLP
Attention: Stephen K. Tilbrook, Partner
200 East Broward Boulevard
Suite 2100
Fort Lauderdale, FL 33301

(i) **Remedies.**

Each party shall have full remedies available under existing laws, including, but not limited to, the Uniform Commercial Code, mediation, alternative dispute resolution and all state and federal courts of any jurisdiction.

(j) **Assignment, Subcontracting, Corporation Acquisitions and/or Mergers.**

Westrec shall perform this contract. No assignment or subcontract shall be allowed without the prior written consent of the City in the event of a corporate acquisition and/or merger. Westrec shall provide a written notice to the City within the 30 business days of any assignment or subcontract. In the event of an assignment of the contract to a wholly owned subsidiary of Westrec, the City's written consent shall not be unreasonably withheld.

(k) **Miscellaneous.**

If it shall become necessary for either party hereto to engage attorneys to institute legal action for the purpose of enforcing its rights hereunder or for the purpose of defending legal action brought by the other party hereto, the party or parties prevailing in such litigation shall be entitled to receive all costs, expenses and fees (including reasonable attorneys' fees) incurred by it in such litigation (including appeals). This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. No representative of Westrec is authorized to make any representations, warranties or agreements other than as expressly set forth herein. Any consent required by this Agreement to be given by City to Westrec shall be given in writing. Westrec hereby disclaims any implied or express warranties, guarantees or representations of any kind other than as expressly set forth in this Agreement.

3. **Management.**

(a) **Term.**

City hereby engages Westrec to manage the Marina and Westrec hereby agrees to manage the Marina for ~~a an initial term of three (3) years.~~until this Agreement is terminated in accordance with Section 13 below. ~~This Agreement shall automatically renew for an additional term of one year, with a maximum of two (2) years additional term, on each anniversary date of the Agreement, unless either party gives notice of its desire not to renew at least sixty (60) days in advance of the anniversary date. The term begins on the date of this Agreement as set forth in the first paragraph.~~

(b) **Other Marinas.**

City acknowledges that Westrec is in the business of managing marinas both for its own account and for others. It is hereby expressly agreed that Westrec and its affiliates may continue to engage in such activities, may manage facilities other than those presently managed by it so long as the facilities are not in direct or indirect competition with City. Westrec agrees not to manage or lease any other facility within twenty (20) nautical miles of the City's marina without the express written consent of the City.

(c) **Relationship of Parties.**

In the performance of its duties under this Agreement, Westrec shall occupy the position of an independent contractor with respect to the City. Nothing contained herein shall be construed as making the parties hereto partners, nor, except as expressly otherwise provided for

herein, construed as making Westrec an agent or employee of the City.

(d) **(d) Independent Contractor Status and Compliance with the Immigration Reform and Control Act of 1986.**

Westrec is and shall remain an independent contractor and is neither agent, employee, partner nor joint venturer of the City. Westrec acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 located at 8 USC Section 1324 et seq. and regulations relating thereto as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach and shall be grounds for immediate termination of the contract at the discretion of the City.

4. **Authority of Westrec.**

(a) **General Authority.**

Westrec hereby agrees to provide the City with Marina Management Services as requested as specifically outlined in the RFP, this Agreement and all subsequent official documents that form the contract documents for this Agreement, subject to budget and City policy restrictions and procedures stated or referenced herein. Westrec shall have the authority to fully and completely supervise and direct the operations of the Marina and matters associated or related to the operation of the Marina, including boat slip rentals, diesel gasoline sales, convenience store sales, and supervision of all leases of space at the Marina referenced in Attachment 1. City shall execute such documents as Westrec, in its reasonable judgment, deems necessary or advisable for Westrec to carry out its management of the Marina. Such authority shall include authority to direct the matters specified below, which are not in limitation of the foregoing.

(h) **Renting of the Marina.**

Westrec shall use its reasonable discretion to establish the terms and conditions of occupancy of boat slips in the Marina. The City shall set the rates for the boat slip rentals. Westrec is hereby authorized to assist the City's employees in entering into rental agreements with such tenants and to collect rent from such tenants. The form of rental agreement shall be prepared, reviewed, as appropriate by Westrec and recommended to the City for acceptance.

(c) **Marketing and Advertising.**

Westrec shall establish the policies and procedures which it deems necessary or advisable for directing the marketing activities of personnel engaged by or on behalf of City relating to the Marina subject to authorized budget appropriations and restrictions. Westrec shall cause City to advertise in such media and to the extent Westrec deems necessary and appropriate. All advertising of the Marina, including signs, may be carried under the Westrec name and/or the name of the Marina. All advertising and marketing costs shall be paid directly by the City, subject to the approved marina budget or any subsequent approvals.

(d) **Repair, Maintenance and Improvements.**

Westrec shall make and execute, or supervise and have control over the making and executing of, all decisions concerning the acquisition of furniture, fixtures and supplies for the Marina, and the purchase, lease or other acquisition of the same, on behalf of the City. Westrec shall make and execute, or supervise and have control over the making and executing of, all decisions concerning the routine day-to-day maintenance, repair and landscaping of the Marina, on behalf of the City. In connection with performance of routine day-to-day maintenance, repair and landscaping, Westrec shall negotiate and supervise the installation of minor capital improvements related to the Marina which Westrec, in its reasonable discretion, deems necessary or appropriate; provided, however, that Westrec shall obtain the prior approval of the City for all expenditures in excess of five hundred dollars (\$500.00) for any one item (except monthly or recurring operating charges and/or emergency repairs if in the opinion of Westrec such expenditures are necessary to protect the Marina from damage or to maintain services to the tenants as called for in their leases). Westrec agrees to follow and comply with the City's Purchasing Policies and Procedures. All repair, maintenance and improvement costs shall be paid directly by the City, subject to the approved marina budget or any subsequent approvals.

(e) **Personnel.**

~~Westrec agrees to employ, in some capacity but not necessarily at the same job or pay range, the City's employees who are currently working within the Marina Operations Area for a ninety (90) day trial period. Upon such employment, the staff will be employees of Westrec and no longer employees of the City. A list of the City's employees and their job descriptions are attached hereto as Exhibit 4.~~ Westrec shall select, hire, discharge and supervise all labor and employees which it deems necessary or advisable for the operation and maintenance of the Marina. Westrec may hire the types and number of Marina Personnel as Westrec, in its reasonable discretion, deems appropriate for operation and management of the Marina, subject to the provisions in subsection (g), Budget. Westrec shall have the authority for the supervision of all employees, for the determination of employee compensation, including any incentives, bonuses and benefits, and for the establishment of policies and procedures relating to employment. Westrec shall pay for all costs of on-site employees (including without limitation payroll taxes, insurance, 401-K plan contributions and all other employee fringe or other benefits), as specified in subsection (g) Budget. The cost of Marina Personnel is the responsibility of the City as set forth in the approved marina budget, and the cost of Marina Personnel will be paid by the City to Westrec as invoiced monthly by Westrec.

Throughout the terms of this Agreement, Westrec shall employ a qualified full-time, on-site manager ("Marina Manager") having experience in the management of a marina of this type who shall be available during normal business hours and be delegated sufficient authority to ensure competent performance and fulfillment of the responsibility of the management agreement and to accept serviceable notices provided for herein. The on site Marina Manager shall be part of the Marina Personnel, and the Marina Budget shall include the costs of the on-site Marina Manager. The cost of Westrec personnel who supervise, or otherwise participate in the management, administration and operation of the Marina, but also do work for Westrec and/or other marinas managed by Westrec, will be covered by the Administration Fee (as defined in

Section 6 - Compensation of Westrec) paid by the City to Westrec. These persons include Westrec personnel responsible for: (i) the direct supervision of on-site personnel; (ii) training of on-site and supervisory managers; (iii) the coordination and supervision of routine repairs and maintenance at the Marina; (iv) supervision of the procedures relating to eviction of delinquent tenants and sale of delinquent tenants' property; (v) overseeing inventory and supplies of the type used by the Marina; (vi) marketing; (vii) administering the payroll for on-site employees, including the administration, withholding and payment of applicable compensation coverage on behalf of and for the account of City; and (viii) accounting and other services relating to the operation and administration of the Marina. City understands and acknowledges that some or all of such persons may be simultaneously engaged by and/or for the account of City and by and/or for other marinas managed by Westrec, some of whom may (i) be affiliates of Westrec and (ii) compete with City. Westrec shall not be separately reimbursed for the time of its executive officers devoted to City's affairs or for the other overhead expenses of Westrec.

Westrec's employees in contact with the public shall perform their duties in an efficient and courteous manner. Westrec shall insure all its personnel are courteous and cooperative and present a neat, clean and professional appearance at all times. Failure of an employee to do so shall be grounds for the City to demand his or her removal from duties on the Marina property. Westrec shall provide the City with the name and telephone number of a management person who will be on call at all times for emergencies or other matters related to the operations under this Agreement. At the conclusion of this Agreement, City agrees to use its best efforts to rehire the employees listed on Exhibit 4, with credit for previous City length of service and seniority.

(f) ~~Non-compete provision.~~

~~Current Marina employees will be provided an opportunity for employment with Westrec pursuant to this Agreement. Westrec agrees that some of these employees may seek other positions within the City's personnel system, which shall not be impeded. The City agrees not to solicit these employees for employment or otherwise compete with Westrec in this regard.~~

(g) Budget.

~~The City's 2009-2010 Pro-Forma Marina Budget is attached hereto as Exhibit 5. Westrec~~ agrees, to the extent reasonable and feasible, to operate the Marina in accordance with the approved budget. Westrec shall annually, beginning with the fiscal year ~~2014-15~~ ~~2010-11~~, develop a proposed budget, in conjunction with the City's budget preparation process, which shall be reviewed and approved by the City Manager and City Commission. The annual budget submittal shall include, but not be limited to, all of the proposed revenue sources and expenditures for the Marina. The proposed revenue projection shall include detailed written justification to support the proposed sources and projections. Westrec in proposing the annual expenditure budget shall include, but not be limited to, the following:

(1) **Personnel Costs.** An organizational chart listing all of the full and part-time positions that Westrec is proposing, their positions with titles, number in each position, proposed pay ranges, and benefit costs for each position.

(2) **Marketing and Promotion Costs.** Westrec shall provide a comprehensive

marketing and promotion budget which will list the proposed specific expenditures to support the proposed plan.

(3) **Proposed Capital Improvement and Repair Maintenance Plan.** Westrec shall develop a proposed detailed Capital Improvement and Repair Maintenance Plan that specifically describes each proposed expenditure, activity, justification or need for activity, and the estimated cost.

(4) **City's Overhead Costs.** Westrec shall provide a detailed list and projected cost for each expenditure.

(h) **Agreements.**

Westrec shall have the authority to negotiate and recommend to the City such agreements which Westrec deems necessary or advisable for the furnishing of utilities, services, concessions and supplies, for the maintenance, repair and operation of the Marina and such other agreements which may benefit the Marina or be incidental to the matters for which Westrec is responsible hereunder.

(i) **Other Decisions.**

Westrec shall make all decisions in connection with the day-to-day operations of the Marina.

(j) **Regulations and Permits.**

Westrec will observe, obey and comply with all rules and regulations adopted by the City and all laws, ordinances, and or rules and regulations of other governmental units and agencies having lawful jurisdiction, which may be applicable to the operations under this Agreement. Failure to do so will constitute a breach of this Agreement. Westrec shall procure all required permits, licenses and approvals, on behalf of the City, for the operation and performance under this Agreement. All permit or regulatory fees or costs shall be paid directly by the City, subject to the approved marina budget or any subsequent approvals.

(k) **Management Records and Reports of Disbursements and Collections.**

Westrec shall establish, supervise, direct and maintain the operation of a system of record keeping and bookkeeping with respect to all receipts and disbursements in connection with the management of the Marina. The books, records and accounts shall be maintained at the City's Marina. City acknowledges that any budgets or projections prepared by Westrec for City are only estimates of revenues and expenses, that the initial budgets and projections prepared by Westrec will be based in part on information provided by City, that any projections prepared by Westrec are subject to, and may be affected by, changes in financial, economic, competitive and other conditions and circumstances beyond Westrec's control and that such projections and budgets are not to be construed as a guarantee by Westrec of the actual results to be obtained from operations. City acknowledges that Westrec makes no representations or warranties as to the results to be obtained from operations. City acknowledges that Westrec has no knowledge,

and cannot certify the accuracy of any historical information provided to Westrec by City. All receipts and disbursements in connection with Marina operations will be recorded on the City's books using software provided by the City utilizing Westrec personnel. All receipts will be deposited into the City's bank account. Receipts will be accounted for on the City's books by Westrec personnel. All purchases for the Marina which fall under the City's area(s) of responsibility shall be made such that they are in compliance with the City's Purchasing Policy, Procedures and Code. Requests for disbursements will be processed through the City's accounting system and paid with City's funds. Westrec will have access to the City's accounting system to print and analyze financial data for the Marina on an on-going basis.

(l) Collection.

Westrec shall analyze and direct the collection and billing of all accounts receivable due to the City with respect to the Marina and shall be responsible for establishing policies and procedures to minimize the amount of bad debts.

(m) Legal Actions.

Westrec shall cause to be instituted, on behalf and in the name of the City, any and all legal actions or proceedings Westrec deems necessary or advisable to collect charges with the advice and consent of the City, rent or other income due to City with respect to the Marina or to oust or dispossess tenants or other persons unlawfully in possession under any lease, license, concession agreement or otherwise, and to collect damages for breach thereof or default thereunder by such tenant, licensee, concessionaire or occupant. The costs of all such legal actions or proceedings shall be borne by City. Westrec shall also assist the City in the defense of any and all actions and proceedings brought by tenants, suppliers, vendors and similar persons relating to the Marina and City shall be responsible for satisfying and paying the costs of defending all such claims to the extent not covered by insurance. Westrec shall provide notice to City of any and all actions or proceedings instituted by, on behalf of, or against the City.

(n) Insurance.

The City shall pay for and maintain all necessary insurances including but not limited to property casualty insurance for the MOA, Marina Operators Legal Liability, automobile coverage, theft coverage, and environmental pollution coverage, listing Westrec as an additional named insured. Westrec shall provide workers compensation coverage. The costs incurred by the City and Westrec for insurance coverage applicable to the MOA or marina operations shall be included in the approved marina budget and shall be paid or reimbursed by the City, pursuant to the approved marina budget.

Westrec shall provide to the City a certificate of coverage. Westrec shall maintain workers compensation coverage, throughout the term of this Agreement, and the policy shall prohibit termination, expiration, cancellation, or substantial modification without at least thirty (30) days prior written notice to the City.

As a part of the marina budget planning process for each subsequent Fiscal Year (beginning in ~~FY 2014-2015~~~~FY2010—2011~~), all insurance coverage will be re-evaluated and

specific coverage may be redistributed between the City and Westrec depending on what is most advantageous to the parties. However, at all times the cost for insurance coverage for the MOA and the marina operations shall remain a part of the marina budget and will ultimately be paid or reimbursed by the City.

(o) **Restrictions.**

Notwithstanding anything to the contrary set forth in this Section 4, Westrec shall not be required to do, or cause to be done, anything for the account of City (i) which may make Westrec liable to third parties; or (ii) which may not be commenced, undertaken or completed because of insufficient funds of City.

(p) **Force Majeure.**

Neither the City nor Westrec is required to perform any term or covenant of this Agreement so long as performance is delayed or prevented by *force majeure*, which includes acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and any other cause not reasonably within the City's or Westrec's control and that the City or Westrec cannot, by exercising due diligence, prevent or overcome in whole or in part.

(q) **City Approval**

Westrec agrees it will obtain prior approval from the City prior to implementing changes on the following matters:

- (1) Changes from the original approved plans, activities signage and graphics;
- (2) Equipment Westrec plans to install requiring any building or facility modifications;
- (3) Any use of the City's name or City seal;
- (4) Any improvements to be constructed on the Marina property;
- (5) Hours of daily operation;
- (6) Uniforms to be used by the employees; and
- (7) The décor of the Marina and all signs to be installed directed or displayed in or on the Marina property and any changes thereto at anytime during this Agreement.

Further it is understood by Westrec, that should any changes related to the above items be disapproved, either Party may offer alternative solutions.

(r) **Shared Expenses.**

The parties acknowledge that certain economies may be achieved with respect to certain expenses to be incurred on behalf of City hereunder if materials, supplies, insurance or services are purchased by Westrec in quantity for use not only in connection with the Marina but in connection with other marinas managed by Westrec or its affiliates. Westrec shall have the right, with the advice and consent of the City, to purchase such materials, supplies, insurance or services in its own name and charge City a pro rata share of the cost; provided, however, that the pro rata cost of such purchase to City shall not result in expenses greater than would otherwise be incurred

at competitive prices and on terms available in the area where the Marina is located or the service is rendered; and, provided further, Westrec shall provide a copy of the financial records to the City upon request and shall make records available to City at Westrec's corporate headquarters office at all reasonable times after reasonable notice to Westrec so City may review any such expenses incurred.

(s) **Reporting Requirements.**

Westrec must submit a monthly written report to the City Manager including but not limited to;

- (1) Occupancy (both numbers and dollars), historical comparison;
- (2) Fuel sales (both numbers and dollars), historical comparison;
- (3) Marketing and promotions;
- (4) Non-routine expenses;
- (5) Capital improvements status report;
- (6) Insurance claims;
- (7) Litigation; and
- (8) Safety and environmental incidents.

(t) **Business Continuity Plan.**

Westrec shall provide the City with a copy of its business continuity plan covering the Marina as well as the company head office. Westrec will provide the City with the results of any testing of its business continuity plan.

5. **Duties of City.**

City shall cooperate with Westrec in the performance of its duties under this Agreement and to that end, upon the request of Westrec, City agrees to provide reasonable office space for Westrec employees on the premises of the Marina, to give Westrec access to all files, books and records of City relevant to the Marina, and to execute all documents and instruments as Westrec, in its reasonable judgment, deems necessary or advisable to enable it to carry out its management of the Marina.

6. **Compensation of Westrec.**

Westrec agrees to operate and maintain the Marina and associated property on a negotiated fixed fee and variable fee basis.

(a) **Fixed Fee Component.**

~~The City shall pay Westrec a Fixed Fee Component of Ninety-Six-Thousand-Dollars (\$96,000) annually, unless and until the parties negotiate a different amount. Such payment shall be paid in twelve monthly installments on the 15th of each month commencing February 15, 2010.~~ Ninety-Five Thousand Two Hundred Sixty-Eight Dollars and Fifty-Six Cents (\$95,268.56) annually, unless and until the parties negotiate a different amount. Such payment shall be paid in twelve monthly installments on the 15th of each month commencing January 15, 2015. ~~The Fixed Fee Component shall increase annually, in an amount equal to the increase in the United States Department of Labor Consumer Price Index-South Urban from the previous year, however the annual fee increase shall not exceed six percent (6%).~~

(b) **Variable Fee Component.**

In addition, the City shall pay Westrec a Variable Fee Component payment equal to one percent (1%) of the Marina Gross Revenues. In no event may the Variable Fee Component payment exceed the Fixed Fee Component. For purposes of this Agreement, "Marina Gross Revenues" means gross revenues of the Marina for Slip rental (including seasonal, transient and commercial rents), fees for the Mooring Field, and Leases in the MOA, excluding the existing casino boat lease, so long as the casino boat does not occupy a slip at the Marina. For the purposes of this calculation, Marina Gross Revenues does not include Gas and Diesel revenues, nor retail revenues for the Dock House Retail Area pursuant to the Lease Agreement for the Dock House Retail Area. The Variable Fee Component payment will be made quarterly in arrears, not later than 30 days following the end of each quarter.

7. **Fiscal Non-funding.**

In the event that sufficient budgeted funds are not available for any new fiscal period, the City shall notify Westrec of such occurrence and the Agreement shall terminate on the last day of the then current fiscal period without expense or penalty to the City.

8. **Audit.**

Westrec shall retain all records relating to this contract for a period of at least three years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, City reserves the right to audit such records pursuant to City policy.

9. **Public Emergencies.**

It is hereby made part of this contract that before, during and after a public emergency, disaster, hurricane, tornado, flood or other acts of God, that City shall require a "first priority" for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation that threatens public health and safety as determined by the City. Westrec agrees to rent, sell, lease all goods and services to the City or governmental entities on a "first priority" basis. The City expects to pay a fair and reasonable price for all products and services rendered or contracted in the event of a disaster, emergency, hurricane, tornado, or other acts of God.

10. **Sales Tax.**

Westrec shall pay the prevailing State of Florida sales and use tax for any amounts payable under this Agreement.

11. **City's Ownership of Improvements.**

Upon the expiration of this Agreement, for any reason, all existing and any future installed fixtures, equipment, improvements and appurtenances attached to or built into the Marina in such a manner as to become part of the freehold whether or not by the expense of Westrec, shall become and remain a part of and be surrendered with the Marina property. Any furniture, furnishings, equipment

or other articles of moveable personal property owned by Westrec and located on the Marina property shall be and remain the property of Westrec and may be removed by it at any time during the term of this Agreement so long as Westrec is not in default of any obligations under this Agreement and the same has not become part of the freehold and so long as such do not materially affect Westrec's ability to use such premises and conduct its business as provided herein.

12. Hours of Operation.

The Marina property will be required to operate seven (7) days a week during those hours approved by the City. Sufficient staff will be available to provide outstanding service. The City may require change in hours of operation if in the reasonable discretion of the City such a change is desirable for providing the best service to the public.

13. Termination by the City or Westrec.

~~_____ (a) The Agreement to may be terminated by the City or Westrec without cause by giving the other party ninety (90) days prior written notice upon the terms and conditions as set forth below.~~

~~(a) Automatic Termination:~~

~~_____ The City may automatically terminate the Agreement, by providing written notice to Westrec as set forth herein, upon the occurrence of the following:~~

~~(1) Institution of proceedings and voluntary bankruptcy or reorganization by the Westrec, or the institution of proceedings and involuntary bankruptcy against Westrec, if such proceedings continue for a period of more than ninety (90) days;~~

~~(2) Assignment by Westrec for the benefit of creditors;~~

~~(3) Abandonment or discontinuation of operation for more than a twenty-four hour period, unless as permitted herein, without prior written approval from the City; and~~

~~(4) Discovery of any misstatement in Westrec's proposal leading to the award of this Agreement which in the determination of the City significantly affects Westrec's qualifications to perform under the this Agreement.~~

~~(b) Termination after Fourteen (14) Days:~~

~~_____ The City may provide written notice of default and termination of the Agreement within fourteen (14) days, as set forth herein, for the reasons set forth below:~~

~~(1) Nonpayment of any sum or sums due hereunder after the due date for such payment provided; however, that such termination shall not be effective if Westrec makes the required payments during the fourteen (14) calendar day period following mailing of written notice.~~

~~(2) Notice of any condition imposing a threat to health or safety of public patrons and not remedied within the fourteen (14) calendar day period from receipt of written notice.~~

(3) ~~A final determination in a court of law in favor of the City in litigation instituted by Westree against the City or brought by the City against Westree.~~

(4) ~~Instances in which a corporate acquisition or a merger represents a conflict of interest or is contrary to any local, state, or federal laws.~~

~~In the event that Westree does not cure the breach, to the satisfaction of the City, within the fourteen (14) calendar days of the notice as set forth herein, then the Agreement shall be terminated.~~

(e) **Termination after Forty-five (45) Days.**

~~The City may provide written notice of default and termination of the Agreement within forty five (45) days, as set forth herein, for the reasons set forth below:~~

(1) ~~Nonperformance of any covenant of this Agreement other than non-payment of rent or performance fees other than listed in the paragraphs above.~~

(2) ~~The inability or failure of Westree to provide the City with an unqualified, certified statement of gross sales, or to strictly adhere to the revenue control procedures established in this Agreement. In such event the City shall have the right to terminate this Agreement upon forty five (45) calendar days written notice to the lessee.~~

~~In the event that Westree does not cure the breach, to the satisfaction of the City, within the forty five (45) calendar days of the notice as set forth herein, then the Agreement shall be terminated.~~

(d) **Habitual default.**

~~Notwithstanding the foregoing, in the event Westree has repetitively defaulted four (4) times within a twelve (12) month period in the performance of or breached any of the terms, covenants and conditions required herein to be kept and performed by Westree regardless of whether Westree has cured each individual condition of breach or default, Westree may be determined by the City to be a "habitual violator" at the times such determination is made, the City shall issue to Westree a written notice advising of such determination citing the circumstances therefore. Such notice shall also advise Westree that there shall be no further notice or grace periods to correct any subsequent breaches or defaults and that any subsequent breaches or defaults whatever nature taken with all previous breaches and defaults shall be considered cumulative and collectively shall constitute condition of non-curable default and grounds for immediate termination of this Agreement. In the event of any such subsequent breach or default, the City may cancel this Agreement upon the giving of written notice of termination to Westree such cancellation to be effective upon the 10th day following the date of receipt thereof and all payments due hereunder shall be payable to said date. Westree shall have no further rights hereunder. Immediately upon notice of said notice of termination, Westree shall discontinue its operations at the Marina and proceed to remove all its personal property.~~

(e) (b) **Natural Disaster**

In the event that the City's marina is destroyed or significantly damaged by a natural disaster or Act of God, either Party may terminate this Agreement upon providing 30 days written notice as set forth herein.

(f) (c) Tax Exempt Bonds

In the event that the City loses its tax exempt status on the existing municipal improvements due to the terms of this Agreement, either Party may terminate this Agreement upon providing 30 days written notice as set forth herein.

~~14. Termination by Westrec.~~

~~Westrec shall have the right, upon thirty (30) calendar days from receipt of written notice to the City by certified or registered mail, to the address specified in at paragraph (2)(h) above, to terminate this Agreement at any time after the occurrence of one or more of the following events:~~

~~(a) Issuance by any court of competent jurisdiction of any injunction, substantially restricting the use of the Marina property.~~

~~(b) A breach by the City of any of the terms, covenants, or conditions contained in this Agreement and the failure of the City to remedy such breach for a period of ninety (90) calendar days after receipt of written notice sent by registered or certified mail return receipt requested from the Westrec of the existence of such breach.~~

~~(c) The assumption by the U.S. Government or any authorized agency or any other governmental agencies the operation control or use of the Marina.~~

~~15.14. Limiting Legislative or Judicial Action.~~

In the event that any municipal, county, state or federal body of competent jurisdiction passes any law, ordinance or regulation in any way restricting or prohibiting the use of the Marina for purposes of this Agreement, this Agreement may be terminated by Westrec pursuant to the "Termination by Westrec" clause in paragraph 18 above and will be null and void and unenforceable by any party to this Agreement and the City shall have no further liability under this Agreement. In the event that any court or legislative body of competent jurisdiction issues an injunction substantially restricting or prohibiting the use of the Marina for the purposes of this Agreement, which injunction stays in force for more than thirty (30) calendar days, this Agreement will be null and void and unenforceable by any party to this Agreement and the City shall have no further liability under this Agreement. If the City deems the Agreement null and void by function of this paragraph, the City will not be liable to Westrec for damages arising therefrom and the City shall have no further liability under this Agreement.

16.15. Nondiscrimination.

Westrec does hereby for itself, its personal representatives, successors in interest and assigns as part of the consideration and agreement consideration hereof, covenant and agree that:

(a) No person on the grounds of race, color, religion, national origin, sexual orientation, age, residency within or without the City or handicap shall be excluded from participating in or be denied the benefits of or he otherwise subjected to discrimination in the use of the Marina except for bona fide cause allowed by law.

(b) The construction of any improvements on over such land or in the furnishing of services thereon. No person on the grounds of race, color, religion, national origin, sexual orientation, age, residency within or without the City or handicap shall be excluded from participation in, be denied the benefits of or otherwise be subjected to discrimination, except for bona fide causes allowed by law.

(c) That Westrec shall use the premises in compliance with all other requirements imposed by or pursuant to Title 45, Code of Federal Regulations, Article 80, non discrimination under programs receiving federal assistance through the City of health, education and welfare-effectuation of Title VI of the Civil Rights Act of 1964 and as such regulations may be amended that in the event a breach of any of the above non-discrimination covenants, the City shall have the right to terminate the Agreement and this Agreement shall be null and void. Westrec shall not discriminate against City employees or applicant for employment in the performance of the contract with respect to hiring tenure terms, conditions or privileges of employment because of age, sex, or physical handicap (except where based on a bona fide occupational qualification); or because of marital status, color, religion, national original or ancestry.

17.16. Hurricane Preparedness.

Westrec shall follow the City's emergency evacuation and hurricane plan.

17. Termination of Agreement.

Following the termination of this Agreement by either party within fifteen (15) calendar days, or earlier if determined by the City, Westrec shall forthwith remove all of its personal property not acquired under the terms of the Agreement. Any personal property of Westrec not removed in accordance with this paragraph may be removed by the City for storage at the cost of Westrec or shall constitute a gratuitous transfer of title thereof to the City for whatever disposition is deemed to be in the best interests of the City. The City shall not be liable to Westrec for safekeeping for Westrec's personal property during or after termination of this Agreement.

19.18. Approvals.

Except as otherwise provided, whenever approvals are required herein by either party, such approval shall not be unreasonably withheld.

20.19. Rights Reserved to the City.

All rights not specifically granted to Westrec by this Agreement are reserved to the City, and the designation of any particular remedy for the City without prejudice to any other relief available in law or equity and all such relief is reserved to the City.

21.20. Lien.

The City shall have a lien upon all personal property of Westrec to secure the payment to the City of any unpaid money accruing to the City under the terms of this Agreement.

22.21. Submerged Land Lease.

A submerged land lease is attached hereto as Exhibit 5. Westrec agrees to operate the Marina Operating Area (MOA) in such a fashion as to not violate such submerged land lease.

23.22. Compliance with City's Internal Control Processes.

Westrec agrees to comply with the City's procurement policies and procedures, budget policies and other policies which are attached hereto as Attachment 4.

24.23. City's Mooring Fields.

The City owns and maintains 20 Helix[®] system moorings located across from the Marina on the west side Atlantic intercoastal waterway as part of the MOA. The City is currently operating this mooring field within the jurisdiction of the City which is coming into compliance with Florida's law. The City will continue to regulate this issue of mooring fields and may revise its ordinances as appropriate. In addition, the City retains the right to expand its mooring fields to additional areas, and will notify Westrec of any action taken in this regard. The City's Mooring Fields are part of the MOA and are subject to the management, operating and insurance provisions as set forth herein.

25.24. Recycled Material.

Westrec agrees to use recovered materials to the extent practical under the terms of this contract.

The City wishes to encourage Westrec to use recycled materials in fulfilling contractual obligations to the City and that such a policy will serve as a model for other public entities and private sector companies.

When awarding a purchase of \$5,000 or less or recommending a purchase in excess of \$5,000 for products, materials or services, Westrec may allow preference to a responsive bidder who certifies that their product or material contains the greatest percentage of post-consumer materials. If they are bidding on paper products, it may certify that their materials and/or products contain at least the content recommended by the EPA guidelines.

Definitions under this section are as follows:

"Recovered Materials:" Materials that have recycling potential, can be recycled, and have been diverted or removed from the solid waste stream for sale, use or reuse, by separation, collection or processing.

"Recycled Materials:" Materials that contain recovered materials. This term may include internally generated scrap that is commonly used in industrial or manufacturing processes, waste or scrap purchased from another manufacturer and used in the same or a closely related product

"Postconsumer Materials:" Materials which have been used by a business or consumer and have served their intended end use and have been separated or diverted from the solid waste stream for the purpose of recycling such as Newspaper, aluminum, glass containers, plastic containers, office paper, corrugated boxes, pallets or other items which can be used in the remanufacturing process.

26.25. **Infringement of Patent, Trademarks or Copyrights.**

Westrec agrees to indemnify the City and hold it harmless from and against all claims, liability, loss, damages or expense including attorney fees, arising from or by reason of any actual or claimed trademark patent or copyright infringement or litigation based thereon with respect to the services or goods or any part thereof covered by this Agreement, and such obligations shall survive the term of this Agreement.

27.26. **Signage.**

Westrec shall abide by the City's Sign Code attached hereto as Attachment 5.

Any changes to exterior signage must meet applicable codes, ordinances, and HDC and CRA district guidelines.

28.27. **Condemnation.**

(a) Total Condemnation.

If during the term of this Agreement or any extension or renewal of this Agreement, all of the MOA is taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or are sold to the condemning authority under threat of condemnation, this Agreement will terminate, and the payments will be abated during the unexpired portion of this Agreement effective as of the date the condemning authority takes the said Area.

(b) Partial Condemnation.

If less than all, but more than ten percent (10%) of the MOA is taken for any public or quasi-public use under any governmental law, ordinance, or regulation or by the right of eminent domain, or is sold to the condemning authority under threat of condemnation, either party may terminate the Agreement by giving written notice to the other party within sixty (60) days. If the said area is partly condemned and neither party elects to terminate this Agreement or if less than ten percent (10%) of the said area is condemned, this Agreement will not terminate, but the payments to be made will be adjusted equitably during the unexpired portion of this Agreement.

(c) **Condemnation Award.**

The City will receive the entire award from any condemnation, and Westrec will have no claim to that award or for the value of any unexpired term of this Agreement.

~~29.28.~~ **Mechanic's Liens.**

Westrec will not permit any mechanic's lien or liens to be placed on the MOA or on improvements to it. If a mechanic's lien is filed on the MOA or on improvements on it, Westrec will promptly pay it. If default in payment of the lien continues for ten (10) days after the City's written notice to Westrec, the City may, at its option, pay the lien or any, portion of it without inquiring into its validity. Any amounts the City pays to remove a mechanics lien caused by Westrec to be filed against the MOA or against improvements on the MOA, including expenses and interest, are due from Westrec to the City and must be repaid to the City immediately upon rendition of notice together with interest of twelve percent (12%) annually until fully paid.

The City's interest in the MOA is not subject to mechanic's liens for improvements made, or contracted for, by Westrec. Westrec must give written notification to all contractors making any improvements on the MOA of the provisions of this Agreement.

~~30.29.~~ **Indemnity.**

(a) **Westrec's General Indemnity.**

City hereby agrees to indemnify Westrec for claims brought against Westrec only to the extent that they are found to result from the sole negligence of the City, its governing body, or its employees. This indemnification shall not be construed to be an indemnification for the acts, or omissions of third parties, independent contractors, or third party agents of the City. This indemnification shall not be construed as a waiver of the City's sovereign immunity, and shall be interpreted as limited to only such traditional liabilities for which the City could be liable under the common law interpreting the limited waiver of sovereign immunity. Any claims against the City must comply with the procedures found in §768.28, Florida Statutes. In order to comply with the requirements of §129.06, Florida Statutes, and Article VII, Section 10 of the Florida Constitution, the value of this indemnification is limited to the lesser of the amount payable by either party under the substantive provisions of this Agreement, or the limitations of §768.28, Florida Statutes. In addition, this indemnification shall be construed to limit recovery by the indemnified party against the City to only those damages caused by City's sole negligence, and specifically not include any attorneys' fees or costs associated therewith.

(b) **Environmental Indemnity.**

Westrec is responsible only for the payment of that portion of any cleanup cost for compliance with hazardous materials laws that arise during the term of this Agreement as a result of a discharge of hazardous materials directly attributable to the negligence of a Westrec employee. The City is responsible for all other cleanup costs, including all costs associated with environmental compliance at the Marina, and the City is responsible for insuring that any other responsible party participate in the clean up to the extent of its responsibility for relief. Westrec

shall indemnify, defend, and hold harmless the City from and against all claims, liabilities, losses, damages, and costs, foreseen or unforeseen including without limitation counsel, engineering, or any other professional or expert fees, that the City may incur by reason of the negligence of Westrec employees during the term of this Agreement as set forth herein. This section survives the expiration or earlier termination of this Agreement.

31. 30. Alternative Dispute Resolution.

Westrec and the City agree that any controversy or claim arising out of or relating to this Agreement, or breach thereof, shall be first subject to mediation by a mutually agreed upon mediator before any suit is filed.

32. 31. Current Marina Debt.

(1) Both parties recognize that there is existing current marina debt.

a. **Current Bonds.** The City previously issued tax-exempt debt in the amount of \$6.4 million to finance various improvements to the Marina. The debt service schedules are attached to this Agreement as Exhibit 1.

b. **Conversion of Tax Exempt Debt To Taxable Debt for "private activity" Use.** The City has outstanding indebtedness relating to marina improvements as set forth in Exhibit 2. Notes were issued in 2005 and 2009 to banks bearing interest at tax-exempt rates because under federal income tax law, the City qualified for the tax exemption as the owner and operator of the Marina.

(2) Westrec agrees to cooperate with the City to maintain this tax exemption, thus avoiding estimated maximum present value of the additional interest cost to the City of \$1,082,745.60. The City shall provide notice to Westrec, and an opportunity to cooperate with the City, as to the measures that may be necessary to protect the tax exempt status of the debt financing.

33. 32. Reservations.

Reservations are currently accepted up to four (4) months in advance. Westrec has provided an operations plan relating to reservations policy, including reservations, software, prepaying requirements and cancellation policies.

Any changes to the reservations policy must be approved by the City Manager.

34. 33. Facilities.

Westrec will maintain the premises in good order and in sanitary and safe condition.

Westrec shall provide one boat slip, as needed, for use by the City for a police boat at all times during the term of this Agreement.

35.34. Festivals and Special Events.

The City hosts a number of festivals and special events: primarily the Shrimp Festival the first weekend in May, the Kingfish fishing tournament in June, and July 4th fireworks show. Frequently these events draw boaters and fill marina slips. Some festivals and special events might have some impact on the Marina operations and Westrec will cooperate with the City and designated festival committees in planning activities to support the Marina .

36.35. Collection of Delinquent Accounts.

The City invoices its customers for dockage both in advance and in arrears depending on the nature of the business relationship. Routinely, the City has a list of delinquent accounts ranging from a few hundred dollars to several thousand dollars. The City routinely works with its customers to bring all delinquent accounts current. Westrec shall provide its collection policies and procedures and how they would be applied to the Marina Operations Area.

37.36. Use of Trademarks, Service Marks and Related Items

In providing its services under this Agreement, Westrec will use the name, trademark and service mark "WESTREC" and such other trademarks, service marks, logos, commercial symbols, insignia and designs as Westrec shall deem appropriate (collectively, the "Trademarks") and certain operations manuals and software (including operations, emergency procedures, personnel, risk management and accounting software and manuals), formats (including financial reporting and budgeting formats) and forms (including bookkeeping, accounting and lease forms) and software (collectively, the "Proprietary Material"). Westrec hereby grants City the nonexclusive, nontransferable right to have Westrec, for the benefit of City, use the Trademarks and Proprietary Material in connection with the management and operation of the Marina all subject to Westrec's complete control. It is understood and agreed that Westrec shall have the right to use and license others to use the Trademarks and Proprietary Material elsewhere for any purposes whatsoever, including without limitation in the management and operation of other marinas. Immediately upon the expiration or termination of this Agreement, City shall (a) return to Westrec all materials bearing any of the Trademarks and all Proprietary Material without retaining any copies thereof, and (b) cease all use of the Trademarks and Proprietary Material by all means required, including without limitation changing all telephone listings using any of the Trademarks, removing all signs bearing any of the Trademarks, and using its best efforts to have existing tenants at the Marina sign new leases to replace their existing Westrec lease forms. Nothing contained in this Agreement shall give City any right, title or interest in or to any of the Trademarks or Proprietary Material, except the mere privilege and license during the term of this Agreement to have Westrec, for the benefit of City, use the Trademarks and Proprietary Material in connection with the management and operation of the Marina. City acknowledges and agrees that the Trademarks and Proprietary Material are the exclusive property of Westrec and that City now asserts and will hereafter assert no claim to any goodwill, reputation or ownership of any of the Trademarks or Proprietary Material. City shall not do or permit any act or thing to be done in derogation of any of Westrec's rights in any of the Trademarks or Proprietary Material, either during the term of this Agreement or thereafter. City shall not, during or after the term of this Agreement, in any way dispute or impugn the validity of the Trademarks or Proprietary Material, the rights of Westrec therein, or the rights of Westrec or other licensees of Westrec to use the same, both during the

term of this Agreement and thereafter. The provisions of this section shall survive the expiration or termination of this Agreement.

37. Florida Public Records Law Requirements

Pursuant to Section 119.0701, Florida Statutes, Westrec 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 Westrec 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 Westrec 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 hereby have executed this Marina Management Agreement as of the date first-above written.

CITY:

By: _____

Name: Joe Gerrity
Title: City Manager

Attest: _____

Name: Caroline Best
Title: City Clerk

WESTREC:

WESTREC MARINA MANAGEMENT, INC.

By: _____

William W. Anderson, President

APPROVED AS TO FORM AND LEGALITY:

Tammi E. Bach, City Attorney

RESOLUTION 2014-141

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA ACCEPTING AND APPROVING A MANAGEMENT AGREEMENT AND A LEASE AGREEMENT WITH WESTREC MARINA MANGEMENT, INC.; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on September 21, 2009, the City Commission selected Westrec Marina Management, Inc.'s ("Westrec") proposal to manage the City's Marina and authorized negotiations of an agreement; and

WHEREAS, the City Commission approved a 5-year Marina Management Agreement and 5-year Lease Agreement for the dockhouse on December 15, 2009; and

WHEREAS, the 2009 Management Agreement and Lease Agreement will expire in December 2014; and

WHEREAS, the City Commission wishes to enter into a new Marina Management Agreement and Lease Agreement with Westrec, and both can be terminated by the City or Westrec without cause by giving 90 days' notice; and

WHEREAS, the management fees including the variable fees are included in the FY 2014/215 budget in the Marina Contractual account, 480-7500-575.3400.

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

SECTION 1. The City Commission hereby accepts and approves the Marina Management Agreement, attached hereto as Exhibit "A", and the Lease Agreement, attached hereto as Exhibit "B", with Westrec Marina Management, Inc. to manage the Marina and lease the dockhouse building located at 1 North Front Street.

SECTION 2. The City Manager and City Clerk are authorized to execute both agreements on behalf of the City upon approval of the City Attorney.

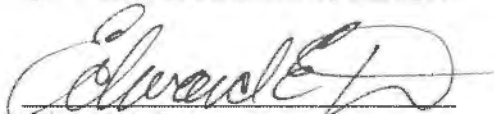
SECTION 3. This Resolution shall be effective immediately upon passage.

ADOPTED this 7th day of October, 2014.

ATTEST:


Caroline Best
City Clerk

CITY OF FERNANDINA BEACH


Edward E. Boner
Commissioner-Mayor

APPROVED AS TO FORM AND LEGALITY:


Tammi E. Bach
City Attorney



SOUTHERN REGIONAL OFFICE
801 North East Third Street, Dania Beach, Florida 33004
Phone 954-926-0300 ext. 4 Fax 954-922-5485
Email westrecsrmtv@prodigy.net

15 April 2014

Mr. Joe Gerrity, City Manager
The City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034

RE: The Fernandina Harbor Marina

Dear Joe,

It was nice meeting with you last month regarding the Fernandina Harbor Marina and the renewal of Westrec Marinas' contract to manage the property on behalf of the City. You expressed the City's desire to reduce expenses, and we discussed possibly cutting full-time marina positions and replacing them with part-time staff. I am concerned how this might affect the quality of service we provide and Westrec's reputation for personalized service that we have established at the Marina since our management contract began. As a result of our discussion, I have given considerable thought to how we could reduce the expenses of the Marina without compromising customer service or impacting its operations. Therefore, I would like to propose the following changes (with the City Commission's approval) to go into effect upon renewal of our management agreement this Fall.

- 1) We will reduce the full time staff by only one person, changing one of the fuel dock clerk / dockhand positions to part-time seasonal employment for 8 months out of the year, with the position eliminated during the 4 winter months. By instituting this, the annual savings would be \$8,800.00.
- 2) Rather than cutting a second full time person to part-time seasonal in the same fashion as described above, and risk the quality of service that we are able to deliver to marina customers and the reputation we have built up there, we would instead reduce our annual management fee by \$8,800.00 (the value of making that change).
- 3) During the 4 winter months, (November through February) we would close at 6:00 pm instead of 8:00 pm corresponding with Daylight Savings Time. This would save an additional \$6,160.00.

Under this scenario, the City would retain Westrec's professional marina management services which include considerable promotion of the Fernandina Harbor Marina through our regional advertising and marketing program and all accounting and payroll operations for the marina, at a savings of \$23,760.00. (\$8,800.00 + \$8,800.00 + \$6,160.00). Westrec would like to renew our management agreement for a term of three years with two (one-year) options, the same time period as was our initial contract. I strongly believe that renewing Westrec's management contract for the operation of the Fernandina Harbor Marina provides far more than just numbers to the bottom line. Our company's experience and excellence in operations is widely known. If you have any questions regarding these proposed changes or anything with regard to our operations, please do not hesitate to contact me directly.

Best Regards,

Gary Groenewold
Vice President, Southern Area

GG/mtv

cc: Bill Anderson, Jeff Ellis, John Louis

File 1 Original
Jwd: 1 Original
to Westrec

CITY COMMISSION AGENDA ITEM
CITY OF FERNANDINA BEACH

SUBJECT: Resolution 2014-141
Lease and Management Agreement(s) – Westrec Marina Management, Inc.

DEPARTMENT: City Manager

ATTACHMENTS: ☐ Ordinance ☒ Resolution
☐ Support Documents ☐ Other

RECOMMENDED ACTION: Approve Resolution 2014-141

SUMMARY: On September 21, 2009, the City Commission selected Westrec Marina Management, Inc.'s ("Westrec") proposal to manage the City's Marina and authorized negotiations of an agreement. The City Commission approved a 5-year Marina Management Agreement and 5-year Lease Agreement for the dockhouse on December 15, 2009. The 2009 Management Agreement and Lease Agreement will expire in December 2014.

The City Commission wishes to enter into a new Marina Management Agreement and Lease Agreement with Westrec, and both can be terminated by the City or Westrec without cause by giving 90 days' notice.

The highlights of the new management agreement are:

- Reduction of one full-time position to a seasonal part-time position resulting in a savings of \$8,800 per year;
- Westrec Marina Management fee reduction in the amount of \$8,800 per year;
- The Fernandina Beach Marina will be closed during the 4 winter months (their slow season) at 6:00 pm rather than 8:00 pm resulting in a savings of \$6,160 per year.
- No change to the variable fee component of the agreement

Subsequent to these changes, the City will realize an annual savings of \$23,760.

FISCAL IMPACT: Management fees including the variable fee is included in the FY 2014/2015 Budget in the Marina Contractual account, 480-7500-575.3400.

CITY ATTORNEY COMMENTS: None

DEPARTMENT HEAD	Submitted by: Joe Gerrity City Manager	Date: 9/22/14
	Requested Agenda	Date: 10/07/14
FINANCE DEPARTMENT	Approved as to Budget Requirements	Date: 9/29/14
CITY ATTORNEY	Approved as to Form & Legality	Date: 9/30/14
CITY MANAGER	Approved Agenda Item for 10/07/14	Date: 9/22/14

COMMISSION ACTION: ☒ Approved As Recommended ☐ Disapproved
☐ Approved With Modification ☐ Postponed to Time Certain
☐ Other ☐ Tabled

Approved at the City Commission Meeting
Held on 10/7/14
Voted: 50 Initial: JB



City of Fernandina Beach

OFFICE OF THE CITY CLERK

March 6, 2014

Michelle Van Lenten
Regional Coordinator
WESTREC MARINAS
Southern Regional Office
801 N. E. Third Street
Dania Beach, Florida 33004

RE: Lease and Management Agreements

Dear Ms. Van Lenten,

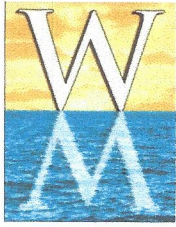
The Fernandina Beach City Commission at their Regular Meeting on October 7, 2014, approved Resolution 2014-141 approving a Management Agreement and a Lease Agreement to manage the Marina and lease the dockhouse building located at 1 North Front Street. Attached is a copy of Resolution 2014-141 and original executed Management and Lease Agreements for your files.

If you have any questions, please let us know.

Sincerely,
City of Fernandina Beach

A handwritten signature in cursive script, appearing to read "Caroline Best".

Caroline Best
City Clerk



WESTREC MARINAS

16633 Ventura Blvd.
6th Floor
Encino, CA 91436
(818) 907-0400
Fax (818) 907-1104

June 17, 2020

Mr. Dale L. Martin
City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034

Dear Mr. Martin:

Thank you for the opportunity to assist you in evaluating your options for management of the Fernandina Harbor Marina. We have been a partner with the City of Fernandina Beach in managing the marina for more than a decade and are committed to working with you in choosing the best way forward for the City and the Marina.

Each of the marina management companies that responded to the RFP are well known, experienced, and qualified to manage the Marina. We are well acquainted with all of them. As demonstrated in the summary provided by Stantec, the fee structure proposed by each is substantially similar. All proposals blend a fixed fee with an incentive-based percentage of Revenue or Income, and we believe that to be a sound approach to structuring an agreement.

Not all the responders have experience in managing marinas for municipalities. We believe that experience is particularly important in this case. The City of Fernandina Beach leadership is especially engaged in the oversight of the marina and it is imperative that the marina contractor have experience in operating in this environment. Again, each of the marina management companies that responded to the RFP could assist the City in managing the Marina but not all have experience with municipalities.

Westrec's position remains the same as previously communicated; we are happy to continue under the terms of our current Management Agreement. We have an experienced team in place at the marina and can continue managing the marina without the interruption of a transition. We were sidelined briefly when the City hired a Project Manager to manage the marina reconstruction but as the marina has been completed and turned back to us we are off to a very strong start, especially given the extraordinary challenges presented by the ongoing COVID 19 pandemic.

As we have mentioned in the past, if there are functional parts of the Agreement that need to be revisited, especially in sharing responsibilities with various City departments, we are open to that discussion.

We have one request should we be given the chance to move forward and that is a clear delineation of authority at the Marina (we believe this should be considered with anyone that you chose to manage the marina). The marina management contractor needs a single point of contact with the City. There should be one person, the City Manager, or a waterfront manager... that provides direction to the marina manager. Although an advisory board can be a tremendous resource to the City, and an active Commission is essential to vibrant leadership in the community, no one can serve more than one master. The marina management contractor should not receive direction from everyone in a leadership position in the City. We respectfully request that you address this topic in any agreement with a marina management contractor.

Finally, cost is an important factor in choosing a management company, or not. If the financial impact of this decision takes the lead, the City should consider bringing the marina management in-house. It appears that the City may have the required skills already in-house in the Project Management team. If you choose to explore this option, we are available to assist in getting this course of action organized.

The success of the Marina is based upon the ability to host a quality experience for both the long-term marina tenants as well as the visiting boater. The Marina has long been a favorite stopping point for the transient boater. Growing revenue, managing expenses, and maintaining the asset are the essentials to delivering on this experience.

Westrec Marinas remains available to assist you in delivering a quality marina experience, or, if you wish, facilitating the transition to the next chapter in Fernandina Harbor Marina's long history.

With best regards,

A handwritten signature in dark ink, appearing to read "Jim Frye", written in a cursive style.

Jim Frye, CMM
VP Westrec Marinas

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2020-99
Sole Source Vendor Approval - University of Florida

ITEM TYPE: Resolution (w/o fiscal impact)

REQUESTED ACTION: Consider Resolution 2020-99.

SYNOPSIS: The City of Fernandina Beach will receive a FY 2020/2021 Florida Department of State Historic Preservation Small Matching Grant in the amount of \$48,000 to fund a partnership between the City of Fernandina Beach, the University of Florida's (UF) School of Design Construction & Planning, and the Amelia Island Museum of History to: 1) analyze the Old Town Fernandina Preservation & Development Guidelines effectiveness in preserving the Spanish grid and 2.) produce a publication that includes an illustrated history of Old Town Fernandina and guidelines for its protection.

This Resolution approves University of Florida (UF) as a sole source vendor to help complete the grant-funded work in an amount not to exceed the grant award of \$48,000.

The University of Florida, College of Design, Construction & Planning Historic Preservation Program is a unique and world-renowned provider of historic preservation education and services with over sixty-years' experience. The awarded Old Town grant application identified the University of Florida College of Design, Construction & Planning, Historic Preservation Program as a primary contributor to the goals of the project and the grant application as written was highly-scored by the Florida Department of State based on factors that included the project team's long-standing expertise.

Sole source vendor approval is requested because there is an urgent need preventing a competitive process as the grant was awarded on criteria including UF's participation in the grant-funded project and UF's well-known historic preservation expertise. The City does not have the expertise, equipment and tools to perform the services that UF will perform under the grant. Given that the grant was awarded on criteria that was inclusive of UF's defined role on the project, UF is the only provider authorized by the funding agency to perform this work.

To staff's knowledge, the City has not during this time ever purchased these same goods or services from this vendor in the past ten years.

FISCAL IMPACT: There is no financial impact as it pertains 100% to grant funds. The grant revenue and related expenditures in the amount of \$50,000 have both been included in Planning & Conservation Professional Services account, 0011500 53100, in FY 2019/2020. There is no required cash match from the City.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2020-99.

Kelly Gibson, AICP, Planning Director	7/2/2020
Nicole Bednar, Administrative Services Manager	7/7/2020
Dale L. Martin, City Manager	7/9/2020
Pauline Testagrose, Comptroller	7/9/2020
Tammi E. Bach, City Attorney	7/13/2020

Lorelei Jacobs

Date: July 01, 2020

Submitted By: Lorelei Jacobs, Grants Administrator

COMMISSION ACTION: Adopt

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



RESOLUTION 2020-99

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING THE UNIVERSITY OF FLORIDA AS A SOLE SOURCE VENDOR IN FISCAL YEAR 2019/2020; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida Legislature and Governor have provided funding for the FY 2020/2021 Florida Department of State (FDOS) Historic Preservation Small Matching Grant; and

WHEREAS, the City of Fernandina Beach will receive a Small Matching Grant award of \$48,000 to fund a project which completes the analysis of the Old Town Fernandina Preservation & Development Guidelines and creates an updated version of that publication; and

WHEREAS, there are no matching funds required by the grant and funds in the amount of \$50,000 were budgeted in Planning & Conservation Professional Services account, 0011500 53100, in FY 2019/2020 for this grant-funded project; and

WHEREAS, the University of Florida, College of Design, Construction & Planning Historic Preservation Program is a unique and world-renowned provider of historic preservation education and services with over sixty-years' experience; and

WHEREAS, the awarded Old Town grant application identified the University of Florida College of Design, Construction & Planning, Historic Preservation Program as a primary contributor to the goals of the project and the grant application as written was highly-scored by the Florida Department of State (FDOS) based on factors that included the project team's long-standing expertise; and

WHEREAS, any City purchases that exceed \$20,000 require approval by the City Commission; and

WHEREAS, section E.6 of the Purchasing Policy stipulates that sole source purchases exceeding \$20,000 must be approved by the City Commission.

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

SECTION 1. The City Commission hereby approves the University of Florida as a sole source vendor for work funded through the FDOS Historic Preservation Old Town grant not to exceed \$48,000.

SECTION 2. The City Manager and City Clerk are hereby authorized to execute all documentation pertaining to the City's FDOS Historic Preservation Old Town grant, upon review and approval of the City Attorney.

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

ADOPTED this 21st 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 of Fernandina Beach

Project Title: Old Town Guidelines Analysis and Update

Grant Number: 21.h.sm.100.076

Date Submitted: Wednesday, July 10, 2019

A. Organization Information Page 1 of 9

Applicant Information

- a. **Organization Name:** City of Fernandina Beach 
- b. **FEID:** 59-6000317
- c. **Phone number:** 904.310.3483
- d. **Principal Address:** 204 Ash Street Fernandina Beach, 32034
- e. **Mailing Address:** 204 Ash Street Fernandina Beach, 32034
- f. **Website:** www.fbfl.us
- g. **Organization Type:** Municipal Government
- h. **Organization Category:** Other
- i. **County:** Nassau
- j. **DUNS number:** 079192274

1. Designated Project Contact *

First Name

Salvatore

Last Name

Cumella

Phone

Email

scumella@fbfl.org

2. Authorized Official *

First Name

Lorelei

Last Name

Jacobs

Phone

904.310.3104

Email

ljacobs@fbfl.org

3. Certified Local Governments (CLG) *

Only governmental entities that are Certified Local Governments (CLG) in good standing are eligible to receive **Federal** funds for the Survey, Planning, and National Register Nomination project categories. CLGs may also apply for state funds for projects in **other** categories (Education and Publication and Historical Marker projects). No more than two (2) applications, one for federal funding and one for state funding, may be submitted under a single application deadline.

Are you a CLG in good standing? What is a CLG?

☒ Yes

☐ No

If yes, is this an application for federal or state funding?

☒ Federal (Survey, Planning, and National Register Nomination project types only)

☐ State (Education and Publication, and Historical Marker project types only)

If yes, provide the following:

4

4. Florida Main Street Programs *

Are you an Active Florida Main Street community designated as such pursuant to Chapter 1A-36, Florida Administrative Code?

☐ Yes

☒ No

5. Applicant Grant Experience and History

Has the applicant received previous grant assistance within the past five years from any source? *

☒ Yes

☐ No

If yes, for each grant specify the year of the grant award, grant number, grant project name, the granting entity, the grant award amount, and its current status. Make sure to include any grants awarded by the Division or other State grants.

#	Previous Grant Year	Previous Grant Number.	Previous Grant Project Name	Previous Granting Entity	Previous Grant Amount	Open/Closed
1	2019	LP45013	Fernandina Beach Stormwater Shoreline Stabilization	Florida Department of Environmental Protection	\$450,000	Open
2	2018	H0104	City of Fernandina Beach - Drainage Improvement	Federal Emergency Management Agency/Florida Division of Emergency Management	\$103,324	Open
3	2017	32053	Area 1 Drainage Improvements	St. John's River Water Management District	\$251,283	Open
4	2017	NA-FB-17-20	Southern Basin Dock Realignment Phase 1B	Florida Inland Navigation District	\$75,000	Open
5	2017	NA-FB-16-18	Marina Maintenance Dredging	Florida Inland Navigation District	\$151,650	Closed
6	2018	NA-FB-18-21	Marina Basin Maintenance Dredging Phase II	Florida Inland Navigation District	\$175,000	Closed
7	2016	JAGD-NASS-1-FB-052	Bullet Proof Vests	U.S. Department of Justice	\$1,680	Closed

8	2016	15078	Florida Boating Improvement Program-Breakwater Dock and Fire Safety Improvements	Florida Fish and Wildlife Conservation Commission	\$100,000	Closed
9	2019	2019-JAGD-NASS-2-N3-039	Fernandina Beach Police Triage of Bleeding Victims Program	U.S. Department of Justice	\$1,873	Open
10	2015	NA-FB-15-17	Breakwater Dock Safety Enhancements Phase II	Florida Inland Navigation District	\$89,306	Open
11	2017	LP45011	Fernandina Beach North Fletcher Basin Area Stormwater Treatment (Basin 5)	Florida Department of Environmental Protection	\$500,000	Closed
12	2016	23868	Urban and Community Forestry-	Florida Department of Agriculture and Consumer Affairs	\$21,000	Closed
13	2017	18.h.sm.200.054	Fernandina Beach Historic Resources Survey Update	Florida Department of State	\$40,000	Open

6. Proposed Project Team *

#	Name	Project Role Title	% of Time	Email	Phone/Ext.
1	Lorelei Jacobs	Grants Administrator	100	ljacobs@fbfl.org	904.310.3104.____
2	Salvatore Cumella	Historic Preservation Planner	10	scumella@fbfl.city	9043103483

7. Applicant staffing and hours *

Select the option that best describes your organization.

- ☒ Organization is open at least 40 hours per week and has at least one paid staff member in a management position
- ☐ Organization has some paid staff but they are not full-time
- ☐ Organization is open part-time and has volunteer staff

B. Project Information Page 2 of 9

1. Project Type *

Select the project type for which grant funds are requested. If you are unsure of which type to select, please refer to the definition beneath each project type.

☐ Survey Project

Projects which identify, document, and evaluate historic or archaeological resources within historic or archaeological districts or areas being investigated for the potential of becoming historic districts or zones, or updating previous surveys.

☒ Planning Project

Projects to prepare historic structures report, condition assessment, predictive modeling, preparation of preservation or management plans, design or preservation guidelines and such, necessary to guide the long term preservation of a historic resource or historic district.

☐ National Register Nominations Project

Projects that prepare a nomination to the National Register of Historic Places, be it individual, district, or multiple property listing nominations.

☐ Education and Publication Project

Projects aimed at increasing public understanding and awareness of the importance of the history of Florida and the historical and archaeological resources and their preservation, either in general or in particular for specific sites, properties, or collections.

☐ Main Street Start-up or Re-start-up Project

A one-time start-up grant to newly designated Florida Main Street communities pursuant to Chapter 1A-36, Florida Administrative Code, or a one-time restart grant for Main Streets that have been inactive for more than ten years and have new board members to return to active program status.

☐ Historical Marker Project

Projects which assist with the acquisition of state markers for which texts (monolingual or bilingual) have been approved by the State Historical Marker Council prior to applying for the grant.

2. Project Title and Location Information

The title should reflect the name of the property, site, area, and the goals of the proposed project. The title should be consistent with previous applications/awards. (For example, Pensacola Maritime Heritage Trail, Archaeological Survey of Deering Estate, etc.)

Project Title *

Old Town Guidelines Analysis and Update

Name of Property (If applicable)

Street Address (primary location where the proposed project will be carried out)

Old Town Fernandina

City (location of the proposed project)

Fernandina Beach

Primary County (location of the proposed project)

Nassau

3. Additional Counties Served

Select any additional counties the project will serve.

C. Historical Significance Page 3 of 9

1. Historical Designation

Indicate the type of historical designation currently held by the historic resource. For properties or sites that have been listed in the National Register or are contributing properties or sites within a National Register District, provide the date that the property, site or district was listed. Should you have questions regarding the National Register status of a property or site, contact the Division's National Register Staff at 1.800.847.7278 or 850.245.6300.

Type of Historical Designation *

☒ National Register District - Contributing Resources

Historical Designation details

#	Property Name	Date Designated
1	Old Town Fernandina Historic Site	1/29/1990

2. Historical Significance

Explain the historic significance for the property, site, information, or resource(s) that is the subject of the proposed project - (Maximum characters 1500.)

The Old Town Fernandina Historic District on Amelia Island is the last town platted in North America by the Spanish in accordance with the Law of the Indies planning edicts of 1573. The northern end of the island has been occupied by Timucuan groups dating from ca. 1000 BCE up until the invasion of European forces begun in the 16th century (Milanich, 1995). The Spanish established a mission on the site in 1606 and increased fortifications through 1696. James Oglethorpe's forces occupied the settlement briefly in the mid-18th century before heading to attack St. Augustine. After the American Revolution, Spain regained control of the area from the British and by 1811 officially established the "Town of Fernandina" named in honor of King Ferdinand VII of Spain. Fort San Carlos was constructed on the Plaza in 1816 (The Plaza was designated a State Park in 1968 and contains 2 FLMSF locations, NA10 NA10a).

Fernandina was second in population and cultural significance to St. Augustine, but the town's deep-water port established it as a thriving *entrepot*. Jefferson's Embargo of 1803, left Fernandina as the only port of consequence open to foreign vessels on the East Coast, which created considerable trade in slaves and contraband, a fact that continued through the War of 1812 until Florida was transferred to the United States by the Adams-Onís Treaty in 1821. (Cusick, 2007).

Fernandina declined in cultural and economic importance when in 1853, New Fernandina was established further south by David Levy Yulee around the Florida Railroad railhead. Ironically, this isolation has been a key factor in the preservation of Old Town grid which remains as one of the last and purest examples of the Law of the Indies planning edict of 1573.

For projects associated with Historic Structures and Archaeological Sites, enter the Florida Master Site File (FMSF) Number (ex. 8ES1234). For multiple site forms, separate with a semicolon (;). If no FMSF form exists, applicants may be required to complete one as part of the requirements in a grant award agreement.

N/A

For Historic Property, Indicate Year of the Original Construction (enter Year only)

N/A

For Archaeological Sites, provide the Cultural Affiliation of the Site and Dates of Use or Occupation - (Maximum characters 300.)

N/A

D. Project Specifics Page 4 of 9

1. Scope of Work - (Maximum characters 5000.) *

In the space provided below, briefly describe the scope of work for the project for which funding is requested. List the work items that will be completed during the grant period using the funds requested and the required match.

The proposed project has three phases:

A. Analysis of the Guidelines and their effectiveness in preserving the Spanish Grid, **B. Conceptual Modeling** of Solutions to changes in the Land Development Code affecting the District and **C. A multifaceted Education and Publication** program.

A. Analysis: The current Design Guidelines for the Old Town Historic District were created in 1992 by a team from the University of Florida Preservation Institute: Caribbean directed by Professor William Tilson. At that time, Old Town contained 40 structures-approximately the same number as recorded in an 1821 survey (map). A major concept of the Design Guidelines was to create "visibility corridors" around the Spanish lot Divisions-the *Peonia* 46' by 92' and a *Media Peonia* 46' by 46' (a block dimension unique to Old Town). The premise being as building density increased over time these spaces or voids would make the historic grid visible in three-dimensions. Although an updated photographic survey of existing structures was completed by Bland and Associates in 2008 and Thomason and Associates in 2013, there has been no analysis of the interstitial spaces created by the visibility corridors to determine if this premise is producing the desired effect. There has been a significant increase in building activity since 2013, making these spatial corridors finally appear. (Numbers of new projects, built, in construction, planned)

1. The first task is to laser scan selected blocks where building density is highest in order to construct a precise three-dimensional model of the visibility corridors. This model will allow the Planning staff, the Historic District Council, current and future property owners in Old Town and the general public to visual what up to now has been a largely abstract concept. An analysis of this model will also determine if the guidelines are meeting their intent or if changes need to be made to ensure that the grid becomes more visible as more structures are added. Members of the UF Envision Heritage laser scanning team will conduct the scans and develop a three-dimension models. Measured orthographic drawings and "fly-through" animations are potential outputs that can be made later.

B. Modeling

1. In the current LDC, the *media peonias* are considered substandard lots. The 1999 guidelines originally contained conceptual house designs for these lots, but these were removed at the City's request. There is renewed interest in building on these lots, but no design examples now exist to aid rational discussion. The UF team will develop design drawings and three-dimensional models to support public discussion of this issue.
2. Currently, the City is considering Accessory Structures to be rentable property. Given the smaller scale of the blocks, lots and streets in Old Town, a major concern is whether this move will inundate the District with vehicles. To date, there has been no study of this impact so discussion among City staff, Commissioners and the public remains anchored in personal opinions. Maps produced by City planning staff and conceptual designs demonstrating various parking scenarios will be produced by the UF team to illustrate the pros and cons of this potential change in the ordinance.
3. Although Town Gate Street (map), the original entry to Old Town, was vacated by the City prior to National Registry nomination and is now private property, the City is considering a plan to reopen a section linking Someruelos Street with the Historic Bosque Bello Cemetery and adding a small visitors center at this extension. The proposed visitors center is planned to have a small exhibit on the history of the Cemetery and Old Town. The UF design team will develop design drawings and three-dimensional models to support public discussion of this plan. This proposal is important as it reconnects the town grid directly with the Cemetery.

C. Education and Publications

1. An illustrated history of Old Town that focuses on the legacy of the Spanish Grid and the importance of its preservation will be prepared by Cumella, Hylton and Tilson with editorial review by the Amelia Island Museum of History Council. A summary of key Guidelines illustrated with 3d models produced from the laser scans will be included along with a glossary of terms and bibliography for further reading. The pamphlet is expected to be 25 pages in length. 1000-2000 copies will be prepared which will be available at the City Hall offices, The Chamber of Commerce located in the restored Old Florida Railroad Depot, and the Amelia Island Museum of History.
2. City staff, in consultation with the UF team and AIMH, will update the Fernandina Beach web site reflecting this new information. The AIMH will also update its website to reflect this new content. Under separate funding, the Museum is planning a complete update of its exhibits and new information about Old Town's history and preservation challenges will be included using content and illustrations developed by the UF team.

3.

2. Tentative Project Timeline (remember this is a 24 month grant period) *

Please specify the start and end month and year below; indicate all major elements of the project for which funding assistance is requested, the anticipated time required to complete each element, and the planned sequence of these activities. Grants, if awarded, will begin July 1 of the year funds are appropriated. **Projects should be completed within 12 months.**

#	Work Item	Starting Date	Ending Date
1	3D Modeling	7/1/2020	12/1/2020
2	Analysis	7/1/2020	12/1/2020
3	Publication Development	12/1/2020	6/30/2021

3. Planning Projects

Explain the need for the proposed project. - (Maximum characters 1000.)

Three principle threats affect the preservation of the Spanish street grid of Old Town. 1. Erosion of the eastern edge due to increased storm intensity and rising sea levels has rendered Marine Street impassable. There is no mitigation plan to prevent further collapse of the western embankment of the Amelia River. The proposed project will produce a plan to mitigate threats to the plaza geometry and its archaeological resources. 2. Current guidelines do not adequately increased vehicle traffic and street parking resulting from new construction which has inundated yards, rights of way and public spaces with vehicles. Without a new plan of action, the spatial quality, scale and walkability will be irreparably damaged. 3. New landowners often do not understand the significance of the Spanish plan and the current design guidelines. Buildings of inappropriate scale and position on historic lots are routinely proposed, wasting time and resources of property owners, real estate agents, architects and City staff. The revised Old Town Guidelines produced through this grant will educate stakeholders through public workshops, posters, pamphlets, podcasts and public websites.

How will the product(s) be made available to others in the community? - (Maximum characters 500.)

An illustrated history of Old Town and summary of key Guidelines will be published and available at multiple locations.

One or two public workshops will be held to explain: a. laser scanning as a documentation tool in historic preservation and b. Rationale and findings for Old Town guideline revisions illustrated with maps, drawings and models.

Under separate funding, the Museum is planning a complete update of its exhibits and new information about Old Town's history and preservation challenges incorporating content and illustrations developed through this project.

4. Does the proposed project entail a partnership with any other local entity?

☒ Yes

☐ No

If yes, describe their participation to date and anticipated further participation in this project.

The Amelia Island Museum of History helped develop this grant application. The Amelia Island Museum of History and the University of Florida (Gainesville, FL.) have both committed resources to ensure the successful implementation of the Oldtown Guideline Analysis and Update project. The proposed project will also yield a draft educational package for Middle School teachers that presents the history of Old Town, threats to its existence and action plans to address these threats.

An illustrated history of Old Town that focuses on the legacy of the Spanish Grid and the importance of its preservation will be prepared by the City of Fernandina Beach and the Amelia Island Museum of History Council. A summary of key Guidelines illustrated with 3d models produced from the laser scans will be included along with a glossary of terms and bibliography for further reading. The pamphlet is expected to be 25 pages in length. 1000-2000 copies will be prepared which will be available at the City Hall offices, The Chamber of Commerce located in the restored Old Florida Railroad Depot, and the Amelia Island Museum of History.

City staff, in consultation with the University of Florida team and Amelia Island Museum of History, will update the Fernandina Beach web site reflecting this new information. The Amelia Island Museum of History will also update its website to reflect this new content.

Under separate funding, the Amelia Island Museum of History is planning a complete update of its exhibits and new information about

Old Town's history and preservation challenges will be included using content and illustrations developed by the University of Florida team.

The Amelia Island Museum of History will assist the City of Fernandina Beach in holding one or two public workshops to educate the public about: a. laser scanning as a documentation tool in historic preservation and b. Rationale and findings for guideline revisions illustrated with maps, drawings and models.

A summer workshop on the history of Old Town for Nassau County elementary School children will be offered at the Amelia Island Museum of History as part of their summer series. The workshop will include field trips to Old Town, Ft. Clinch and the Downtown Historic District, building block and drawing exercises. The workshop is conducted by Museum staff and local architects. The intent of the workshop is to connect local events to national and international history and explains the importance of historic preservation. Each child will receive an illustrated pamphlet summarizing the content of the workshop. The workshop is also intended as a prototype History Resource Packet for Nassau County elementary school teachers to be developed later.

E. Budget and Match Page 5 of 9

1. Rural Economic Development Initiative (REDI) Waiver of Match Requirements *

Applicants with projects located in counties or communities that have been designated as a rural community in accordance with Section 288.0656 and 288.06561, Florida Statutes, may request a waiver of matching requirements. (Waivers are not available for Historical Marker Project types. State agencies, state colleges, and state universities are not eligible for a REDI match waiver, regardless of project location.)

Are you requesting a waiver? Is my project in a REDI Community?

☒ Yes

☐ No

Are you a state agency, state college, or state university?

☐ Yes

☒ No

2. Project Budget and Match

Grant Funds and Match *

List work items and associated estimated expenses and how they will be paid (from match, the grant, or both). Only include expenses that are specifically related to the project. Refer to the program Guidelines for examples of non-allowable expenses (available at FLheritage.com/grants). Expenses may include an actual amount to be paid or the value of an in-kind contribution.

Small Matching grants require a 100% (i.e., 1:1) match unless exempted by the program Guidelines. Applicant Organizations that are Florida Certified Local Government (CLG) or Florida Main Street communities are not required to provide a match. Applicant Organizations applying for projects located in REDI areas are not required to provide a match (exception: Historical Marker Projects and applicants that are agencies of state, state colleges and state universities are not eligible for the REDI match waiver).

Round amounts to the nearest dollar. Rows must have a value in Grant Funds, or Cash Match, or In-Kind Match. If all three columns are 0 or blank, the row will not be saved.

The amount of grant funds requested in this application will be the total in the "Grant Funds" column. The total amount of the "Cash Match" column must equal or exceed 25% of the total combined match (cash and in-kind).

#	Work Item	Grant Funds	Cash Match	In-Kind Match	Total
1	Laser Scanning & Analysis	\$25,000	\$0	\$0	\$25,000
2	Revision of guidelines based on analysis	\$10,000	\$0	\$0	\$10,000
3	Document creation, publication, and dissemination	\$13,000	\$0	\$0	\$13,000
Totals:		\$48,000	\$0	\$0	\$48,000

Grant Funds Requested:

\$48,000

Total Match Amount:

Project Total Budget:

\$48,000

Additional Budget Information/Clarification

Use this space to provide additional detail or information about the proposal budget as needed. For example, where the relationship between items in the budget and the objectives of the proposed project may not be obvious, provide clarification regarding the necessity for or contribution of those work items to the successful completion of the project.

3. Completed Project Activities

#	Activity Description	Date Completed	Cost Value
1	Old Town Public Workshop	3/27/2019	
2	Amelia Island Museum of History - Conceptual Plan Updating Museum Exhibits which will include additional information about Old Town informed by this project	4/29/2019	

4. Operating Forecast. - (Maximum characters 500.)

Describe source(s) of funding for necessary maintenance, program support, and/or additional expenses warranted to sustain the proposed project after the grant period.

There will be no ongoing costs to the project after the completion of the grant.

F. Property Information Page 6 of 9

1. Property Ownership (for site-specific projects).

Enter name of the Property Owner and choose the appropriate owner type. If applicant is not the owner of the property, the applicant must secure Property Owner concurrence. The applicant shall provide a letter from the Property Owner that documents that the applicant has the permission of the Property Owner of record to conduct the proposed project on the owner's property and that the Property Owner is in concurrence with this application for grant funding. This letter shall be uploaded in the Support Materials section of this application.

Does your organization own the property? *

- ☐ Yes
- ☐ No
- ☒ Not Applicable

Property Owner

N/A

Type of Ownership

- ☐ Non-Profit Organization
- ☐ Private Individual or For-Profit Entity

Note: Properties owned by private individuals or for-profit entities are not eligible for grant funding with the exception of site-specific archaeological projects that entail fieldwork being undertaken by an eligible applicant organization.

- ☒ Governmental Agency

2. Threats or Endangerment - (Maximum characters 1500.)

Discuss the immediate endangerment to the historic resource(s) that is the subject of the proposed project, including existing or potential short-term threats of loss or damage to the properties, site, or information, as consequence of issues such as inaction, deterioration or lack of understanding of its historical significance. Documentation material, such as newspaper articles, are to be uploaded in the Support Materials section of this application.

Three principle threats are affecting the integrity of Old Town. First, continued erosion of the western edge of the town on the Amelia River due to increased storm intensity and rising sea levels has already rendered Marine Street impassable. Currently, there is no mitigation plan to prevent further collapse of the western embankment. The proposed project will propose a draft plan to mitigate this threat the plaza geometry and its archaeological resources. Secondly, rapidly increasing density due to new construction since the end of the Great Recession has inundated yards, rights of way and public spaces with vehicles. These numbers will certainly escalate as provisions for renting accessory structures is being entertained. The guidelines do not address this problem in a detailed and comprehensive manner. Without a new plan of action, the spatial quality, scale and walkability will be irreparably damaged. Thirdly, new landowners often do not understand the significance of the Spanish plan and the current design guidelines. Buildings of inappropriate scale, position on historic lots are being routinely proposed which, wastes the time and resources of property owners, real estate agents, architects and City staff. In addition to public workshops, the revised Old Town Guidelines will be explained and distributed through posters, pamphlets, podcasts and public websites aimed at professionals and the general public. The proposed project will also yield a draft educational package for Middle School teachers that presents the history of Old Town, threats to its existence and action plans to address these threats.

G. Protection and Impact Page 7 of 9

1. Local Protection

Indicate the level(s) of local protection currently afforded the project historic property or site and upload a copy of the local protection documents in the Support Materials section of this application.

Local Protection Level(s) *

☒ Local Ordinance Design Review

2. Annual Visitation

What is the estimated or anticipated Annual Visitation for the project property or site?

For education products, please list the estimated annual distribution, downloads, or web hits.

326,047

What is the basis of these estimates? - (Maximum characters 200.)

STATE PARK SYSTEM DIRECT ECONOMIC IMPACT ASSESSMENT FISCAL YEAR 2016-2017, as part of Fort Clinch.

3. Anticipated Economic Impact - (Maximum characters 1500.) *

Explain the direct economic impact this project will have on the surrounding community. Include any information regarding number of jobs it will provide, if known.

\$32,883,334, as part of Fort Clinch. (from STATE PARK SYSTEM DIRECT ECONOMIC IMPACT ASSESSMENT FISCAL YEAR 2016-2017)

4. Benefit to Minorities and the Disabled - (Maximum characters 1500.) *

Describe any direct benefit the project will have on minority groups and/or the disabled. If project includes media content, describe accessibility methods to be used (e.g. voice over, closed captioning, etc.)

The significance of free black residents in the development of Old Town is largely unknown. Jane Landers states that prior to the passage of Fernandina to the United States in 1821, thirty six of the forty-one free blacks and mulattos lived in Fernandina. (Landers, 1999, p238). Men and women owned property and ran a variety of business in the town. Although most lost their property after Florida entered the Union, some like the Traeye family remained and prospered. The Traeye decedents, like Neil Frink, an Amelia Island Museum of History Board of Trustee member are prominent members of the community. An Oral history interview of Mr. Frink on life in Old Town is available for listening online in the Museum's "Heritage Keepers" archives. Additional interviews are planned with other African American residents of Old Town to bring this history alive. Short video programs about Old Town's complex history and necessity for the Design Guidelines will be recorded and made available on the City, Museum and Old Town residents' websites. The videos will be closed captioned. The revised Guidelines will be made available as an audiobook.

5. Educational Benefits and Public Awareness - (Maximum characters 1500.) *

Explain how the proposed project will educate the public on issues related to historic preservation, Florida history, and/or heritage preservation.

Throughout the process of revising the Guidelines, the project team will engage the public through workshops, lectures at different venues such as the Amelia Island Museum of History, the Fernandina Public Library and the Peck Center (a Rosenwald School). The UF team in cooperation with the Museum will engage experts in design guideline development sustainable design, Florida history and preservation law to add diversity and depth to the public discussions. These workshops are recorded by the City and made available online free of charge. Publicity for these events is publicized in the Fernandina Observer, Fernandina News Leader, the Nassau County Record and the Amelia Island Magazine, Walking tours of Old Town will be conducted by members of the project team, docents from the museum and long-time residents. A summer workshop on architecture for children at the Museum conducted by local architects at the Museum each summer will include Old Town history, design exercises using the revised guidelines and a field trip to Old Town to

observe actual building projects. The City and the Museum website will be updated to include new material developed during the project. The updated guidelines will contain many new illustrations, additional history and more concise texts. These publications will be distributed to the public at City Hall, Amelia Island Museum of History, the Public Libraries of Nassau County, the Tourism Development Board and the Chamber of Commerce and local bookshops.

H. Support Materials

Page 8 of 9

1. Non-Profit Status

2. Substitute W-9 Form

(available at DFS website <https://flvendor.myfloridacfo.com>)

File Name	File Size	Uploaded On	View (opens in new window)
FB Substitute W-9 Form.pdf	284 [KB]	7/10/2019 9:48:37 AM	View file

3. Documentation of Confirmed Match

Consult the program Guidelines for suitable documentation evidencing match (FLheritage.com/grants/)

4. Letters of Support

File Name	File Size	Uploaded On	View (opens in new window)
Letters of Support.pdf	2179 [KB]	7/10/2019 9:48:37 AM	View file

5. Photographs

File Name	File Size	Uploaded On	View (opens in new window)
Old Town Photos.pdf	1999 [KB]	7/10/2019 9:48:37 AM	View file

6. Representative Image

Upload a single representative image of the property or project that will be used in the application review meeting. For historic properties, this should be an image of the front of the building.

File Name	File Size	Uploaded On	View (opens in new window)
Old Town Aerial.PNG	5895 [KB]	7/10/2019 9:48:37 AM	View file

7. Florida Historical Marker Council Support Documents (for Historical Marker Projects only)**8. Documentation of Threat or Endangerment**

File Name	File Size	Uploaded On	View (opens in new window)
new construction in OT.PNG	7852 [KB]	7/10/2019 9:48:37 AM	View file

9. Local Protection

Provide copies any documents that provide local protection of the project site as identified in question G1.

File Name	File Size	Uploaded On	View (opens in new window)
Local Protections Guidelines and LDC.pdf	3351 [KB]	7/10/2019 9:48:37 AM	View file

10. Owner Concurrence Letter (for site-specific projects only)

Provide a letter that documents that the applicant has the permission of the owner of record (if the Property Owner is not the applicant) to conduct the proposed project on the owner's property and that the owner is in concurrence with this application for grant funding. Note that, for other than site-specific archaeological projects that entail fieldwork being undertaken by an eligible applicant, the owner must be a Non-profit Organization or agency of government.

11. Optional Materials

Applicants may attach materials not specifically requested by the Division that support the application.

File	Title	Description	Size	Type	View (opens in new window)
NA00238_Old Town NR Nomination.pdf	National Register Nomination		45784 [KB]		View file

I. Review and Submit Page 9 of 9

1. Review and Submit

☒ I hereby certify that I am authorized to submit this application on behalf of City of Fernandina Beach and that all information indicated is true and accurate. I acknowledge that my electronic signature below shall have the same legal effect as my written signature. I am aware that making a false statement or representation to the Department of State constitutes a third degree felony as provided for in s. 817.155, F.S., punishable as provided for by ss. 775.082, 775.083, and 775.084.

Guidelines Certification

☒ I hereby certify that I have read and understand the guidelines and all application requirements for this grant program as outlined under section , Florida Statutes 1A-39.001 and 1A-39.001, Florida Administrative Code.

Signature (Enter first and last name)

Lorelei Jacobs



State of Florida

Chief Financial Officer
Department of Financial Services
Bureau of Accounting
200 East Gaines Street
Tallahassee, FL 32399-0354
Telephone: (850) 413-5519 Fax: (850) 413-5550

Substitute Form W-9

In order to comply with Internal Revenue Service (IRS) regulations, we require Taxpayer Identification information that will be used to determine whether you will receive a Form 1099 for payment(s) made to you by an agency of the State of Florida, and whether payments are subject to Federal withholding. The information provided below must match the information that you provide to the IRS for income tax reporting. Federal law requires the State of Florida to take backup withholding from certain future payments if you fail to provide the information requested.

Taxpayer Identification Number (FEIN): 59-6000317
IRS Name: CITY OF FERNANDINA BEACH

Address: 204 ASH STREET
FERNANDINA BEACH, FL
32034-0000

Business Designation: Government Entity

Certification Statement:

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer information **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 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 (including U.S. resident alien)

Preparer's Name: MELISSA HOWARD
Preparer's Title: UTILITY BILLING SUPERVISOR
Phone: 904-310-3401
Email: mhoward@fbfl.org

Date Submitted: 07/10/2017

JACOBS SCHOLZ & ASSOCIATES, LLC.

A LIMITED LIABILITY COMPANY OF PROFESSIONAL ASSOCIATIONS

THE LAW OFFICES OF
JACOBS & ASSOCIATES, P.A.
ARTHUR I. JACOBS

ATTORNEYS AT LAW
GATEWAY TO AMELIA
961687 GATEWAY BLVD., SUITE 201-I
FERNANDINA BEACH, FLORIDA 32034

RICHARD J. SCHOLZ, P.A.
RICHARD J. SCHOLZ
DOUGLAS A. WYLER

TELEPHONE (904) 261-3693
FAX NO. (904) 261-7879

May 31, 2019

City of Fernandina Beach
Attn: Sal Cumella
Historic Preservation Planner
204 Ash Street
Fernandina Beach, FL 32034

**Re: Support of revision to the Old Town Fernandina
Preservation and Development Guidelines**

Dear Review Committee:

This letter is to inform you that I support the City of Fernandina, Department of Planning and Conservation's application for a Small Matching Grant from the Florida Department of State Department, State Division of Historical Resources, to revise the Old Town Fernandina preservation and Development Guidelines. As you are aware I am very much involved in the history and historical preservation of our community and believe this would be a great asset to the City and especially the Old Town area.

The rapid increase in new construction of Old Town and surrounding developments over the last five years has increased pressure on the communities. In addition, storm surges and rising sea levels are speeding erosion of the west bank of the grid affecting the historical and archeological integrity of the Spanish grid.

The City Planning and Conservation Department includes a team from the University of Florida, College of Design, Construction and Planning Preservation Program of which I have been involved with for many years. As part of an assessment of Old Town, the team will employ their proven expertise in three-dimensional laser scanning for managing, documenting, conserving and interpreting built heritage. Locally, the proposed project has the support and assistance of the Amelia Island History Museum and the Amelia Island

Fernandina Restoration Foundation. The Community will be fully engaged in the revision process through workshops conducted by the Historic District Council, updates in websites including short videos on Old Town's history, the importance of Design Guidelines will employ additional illustrations in a more concise format to increase usefulness for architects, builders, real estate agents, City Staff and the general public.

If you require additional information, please do not hesitate to contact me.

Yours sincerely,



Arthur I. Jacobs

AMELIA ISLAND
MUSEUM OF HISTORY



Florida Division of Historical Resources
500 S. Bronough Street
Tallahassee, FL 32399

May 28, 2019

Dear Review Committee,

The City of Fernandina Beach is the only place in the United States to have been under eight different flags, and has therefore experienced a melding of many diverse cultures. As the frontier boundary between French/Spanish Florida and the developing nation to the north, the island has seen the loss of a Native American culture and has also served as battleground between nations, a haven for pirates and smugglers, and even home for the first African American resort community.

The Amelia Island Museum of History for over 30 years has been a place of opportunity and boasts a membership of over 500 people who are concerned with preserving and celebrating our area's rich history. It is in this capacity that we are lending our support to the City of Fernandina Beach in its continuing efforts to preserve this special and unique place.

We commend the City for its desire to revise the Old Town Fernandina Preservation and Development Guidelines. The rapid increase in new construction in Oldtown and surrounding developments over the last five years has increased pressure on the communities. In addition, storm surges and rising sea levels are speeding erosion of the west bank of the grid affecting the historical and archeological integrity of the Spanish grid. Through a professional and thorough study we can identify areas at risk and prevent the loss of our future heritage.

The City Planning and Conservation Department includes a team from the University of Florida, College of Design, Construction and Planning Preservation Program. In their assessment of Old Town, the team plans to employ their proven expertise in three-dimensional laser scanning for managing, documenting, conserving and interpreting built heritage. Locally, the proposed project has the support and assistance of the Amelia Island History Museum and the Amelia Island Fernandina Restoration Foundation. The Community will be fully engaged in the revision process through workshops conducted by the Historic District Council, updates in websites including short videos on Old Town's history, the importance of Design Guidelines in preserving heritage sites. An updated publication of the Old Town Fernandina Preservation and Development Guidelines will employ additional illustrations in a more concise format to increase usefulness for architects, builders, real estate agents, City staff and the general public.

If we don't preserve the past, who will?

Sincerely,

Phyllis E. Davis
Executive Director

THE AMELIA ISLAND-FERNANDINA RESTORATION FOUNDATION

May 30, 2019

Dr. Timothy Parsons
Florida Division of Historical Resources
R.A. Gray Building
500 South Bronough Street
Tallahassee, Florida 32399-0250

Dr. Parsons:

I am writing as President of the Amelia Island-Fernandina Restoration Foundation in support of the City of Fernandina Beach's application for a Small Matching Grant from the Florida Department of State, State Division of Historical Resources, to support revision of its Old Town Preservation and Development Guidelines. The City Planning and Conservation Department has teamed with the University of Florida, College of Design, Construction and Planning Preservation Program in this effort.

There has been a significant increase in new construction in Fernandina's Old Town, as well as, in areas contiguous to that historic site. Further, rising sea levels and storm surges are contributing to erosion of the west bank of the Old Town original Spanish grid affecting its historical and archeological integrity. In the revised assessment of Old Town, the City and its University of Florida partner plan to employ their expertise and capabilities in three dimensional laser scanning for managing, documenting, conserving and interpreting Fernandina's Old Town's historic heritage.

The revised Old Town Fernandina Preservation and Development Guidelines are intended to provide, in a concise format with appropriate updated illustrations, readily useful information for architects, builders, real estate developers and the general public to help facilitate the preservation of the historic Old Town site.

The Restoration Foundation was formed in 1970 after the demolition of a historic structure on the City's main street. In 1972 it was chartered as a 501 (c) 3 corporation. Through its efforts and with the support of the community the Foundation helped to establish Fernandina's Historic District, placed a number of historic building on the National Register and fought to save our historic Centre Street Court House. It was the prime mover in the reconstruction and revitalization efforts of Centre Street in 1977.

More recently, the Foundation was successful in placing our 1911 Centre Street Post Office on the Florida Trust for Historic Preservation's list of Endangered Historic Places and has participated in a joint public private partnership with the City in restoring its 1899 Centre Street Railroad Depot and in 2016 funded construction of a replica of the Depot's passenger platform.

We have been and continue to be dedicated and committed to historic preservation in the City of Fernandina Beach. This grant will enable the City of Fernandina Beach to continue and maintain its preservation efforts of Old Town and its historic Spanish grid. The Amelia Island-Fernandina Restoration unequivocally supports the City's grant application.

Thank you.

Adam Kaufman, President
The Amelia Island Fernandina Restoration Foundation
116 South 10th Street
Fernandina Beach, Florida 32034

cc Board of Directors
City of Fernandina Beach



NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS
96135 Nassau Place, Suite 1
Yulee, Florida 32097

Daniel B. Leeper
Aaron C. Bell
Pat Edwards
Thomas R. Ford
Justin M. Taylor

Dist. No. 1 Fernandina Beach
Dist. No. 2 Amelia Island
Dist. No. 3 Yulee
Dist. No. 4 Bryceville/Hilliard
Dist. No. 5 Callahan/West Yulee

JOHN A. CRAWFORD
Ex-Officio Clerk

MICHAEL S. MULLIN
County Attorney/County Manager

TACO E. POPE, AICP
Assistant County Manager

May 30, 2019

Dear Review Committee,

Please accept this letter of support for the City of Fernandina Beach Department of Planning & Conservation's application for a Small Matching Grant from the Florida Department of State to revise the Old Town Fernandina Preservation and Development Guidelines.

Old Town is a historic site located in Fernandina Beach and is listed on the National Register of Historical Places. It is the last Spanish city platted in the Western Hemisphere and is known for its rich history. It's close proximity to downtown Fernandina Beach and view of the Amelia River make it very desirable location to live. The rapid construction in Old Town and surrounding development over the last five years has increased pressure on the community. Additionally, storm surges and rising sea levels are speeding the erosion of the west bank of the grid affecting the historical and archeological integrity of the area.

The City's Planning & Conservation Department includes a team from the University of Florida, College of Design, Construction and Planning Preservation Program. They desire revising Old Town's Preservation and Development Guidelines to ensure that the history, logic and preservation of the Spanish Grid of Old Town are maintained. The team plans to employ their proven expertise in three-dimensional laser scanning for managing, documenting, conserving and interpreting built heritage. Their project has received support from the Amelia Island Museum of History and the Amelia Island Fernandina Restoration Foundation. The community will be engaged in the revision process through workshops conducted by the Historic District Council and website updated to include videos on Old Town's history.

As the County Commissioner for District One which includes the City of Fernandina Beach, I fully support the City's efforts in preserving one of Nassau County's most historic landmarks and feel that this grant opportunity will be very helpful in achieving their goals.

Please feel free to contact me with any questions you may have.

Sincerely,

Daniel B. Leeper
County Commissioner for District One

(904) 530-6010 or (866)-474-1446

An Affirmative Action / Equal Opportunity Employer



CITY OF FERNANDINA BEACH

Historic District Council

Michael Spino

Chair

May 31, 2019

Tim Parsons
State Department of Historic Resources
2035 East Paul Dirac Drive, Suite 206
Tallahassee, FL 32310-3700

Mr. Parsons:

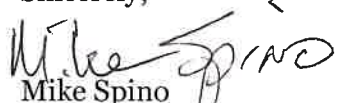
The Spanish have been gone from north east Florida for almost 200 years yet their presence is felt daily in the Old Town of Historic Fernandina Beach. The Spanish law of the Indies prescribed the site plan of Fernandina's Old Town in its peonia, media peonia, east-west orientation, street scape and plaza. What made the site attractive to the original Spanish settlers has now attracted a new class of residents eager to build on the historic site overlooking the Amelia River. With this development comes the need to balance the public policy goal of preserving the past while accommodating the needs of today's "settlers."

As chair of the City of Fernandina Beach Historic District Council, I am writing to support the City's Department of Planning and Conservation's application for a Small Matching Grant from the Florida Department of State Division of Historical Resources, to support revision of the OLD TOWN FERNANDINA PRESERVATION AND DEVELOPMENT GUIDELINES. The revised guidelines will also have a significant education component in the form of workshops, publications, updated websites and short videos to ensure that the history, logic and preservation of the Spanish Grid of Oldtown through good design is communicated to the public in a visually effective manner.

We are pleased to support this effort to bring a team from the University of Florida, College of Design, Construction and Planning Preservation Program to our project. In their assessment of Old Town, the team plans to employ their proven expertise in three-dimensional laser scanning for managing, documenting, conserving and interpreting built heritage. Locally, the proposed project has the support and assistance of the Amelia Island History Museum and the Amelia Island Fernandina Restoration Foundation. The Community will be fully engaged in the revision process through workshops conducted by the Historic District Council and updates in websites including short videos on Old Town's history. An updated publication of the Old Town Fernandina Preservation and Development Guidelines will employ additional illustrations in a more concise format to increase usefulness for architects, builders, real estate agents, City staff and the general public.

If you require additional information, please do not hesitate to contact me.

Sincerely,


Mike Spino
City of Fernandina Beach
Chair, HDC













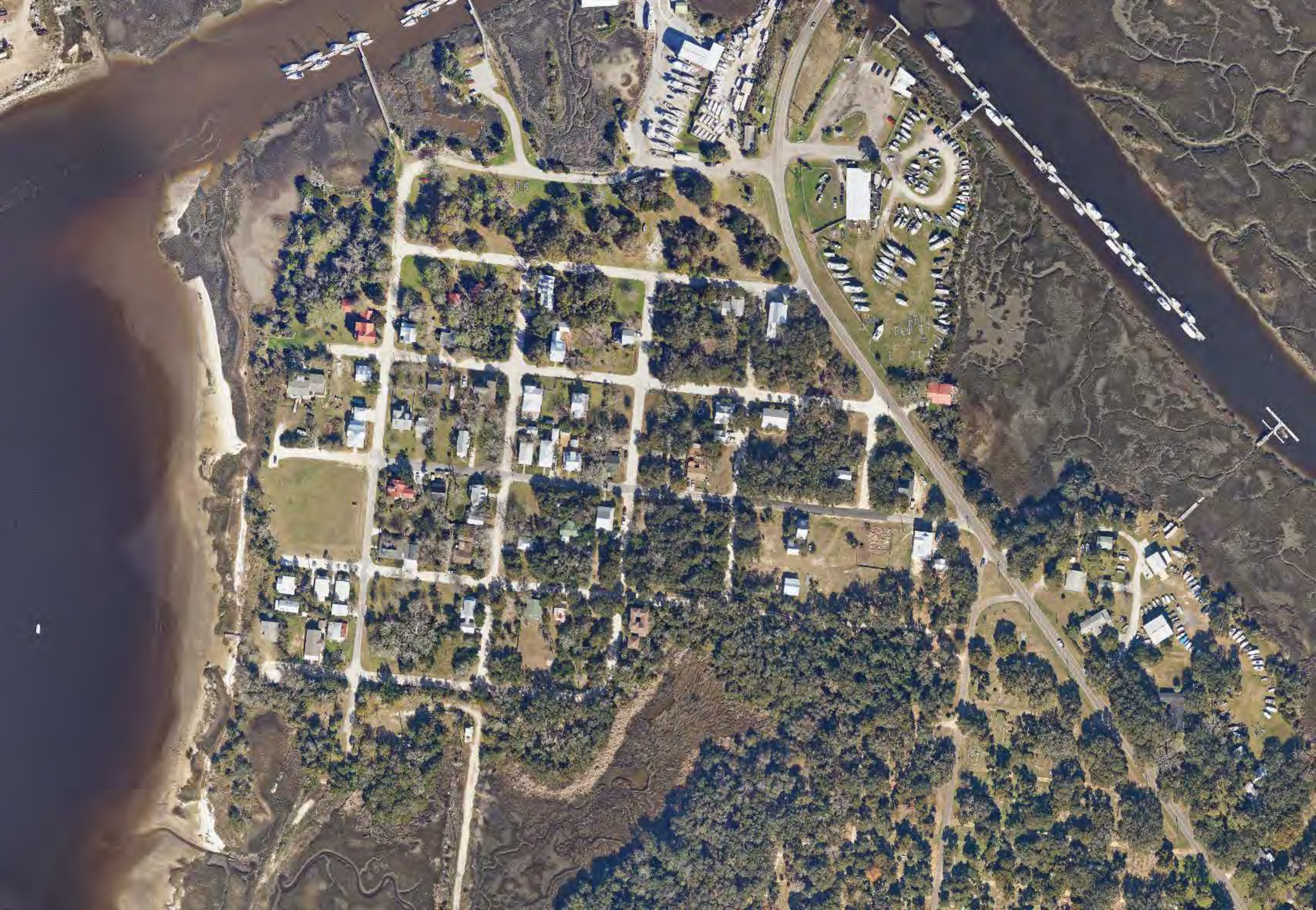
Ladies
Men

Get Wood?
WOODS
104-753-1158



East 1st St.
904-261-1929

200th Anniversary 1811 - 2011







OLD TOWN FERNANDINA PRESERVATION AND DEVELOPMENT GUIDELINES

UNIVERSITY OF FLORIDA
COLLEGE OF ARCHITECTURE
PRESERVATION INSTITUTE: CARIBBEAN

CITY OF FERNANDINA BEACH
COMMUNITY DEVELOPMENT DEPARTMENT



UPDATED BY THOMASON AND ASSOCIATES
2013

OLD TOWN FERNANDINA PRESERVATION AND DEVELOPMENT GUIDELINES

This publication has been financed in part with historic preservation grant assistance provided by the National Park Service, U.S. Department of the Interior, administered through the Bureau of Historic Preservation, Division of Historical Resources, Florida Department of State, assisted by the Florida Historical Commission. However, the contents and opinions do not necessarily reflect the views and opinions of the Department of the Interior or the Florida Department of State, nor does the mention of trade names or commercial products constitute endorsement or recommendation by the Department of the Interior or the Florida Department of State. This program receives Federal financial assistance for identification and protection of historic properties. Under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975, as amended, the U.S. Department of the Interior prohibits discrimination on the basis of race, color, age, national origin, religion, sex, disability, or sexual orientation in its federally assisted programs. If you believe you have been discriminated against in any program, activity, or facility as described above, or if you desire further information, please write to: Office of Equal Opportunity, U. S. Department of Interior, National Park Service, 1849 C Street, NW, Washington, DC 20240.

TABLE OF CONTENTS

PREFACE	2
PLAT OF OLD TOWN FERNANDINA BEACH, 1811	3
INTRODUCTION	4
SUSTAINABILITY AND HISTORIC PRESERVATION	5
CHAPTER 1 - HISTORICAL OVERVIEW	8
1.1 “Law of the Indies” and the Grid Pattern of Old Town.....	9
1.2 Old Town—The Importance of Place	11
1.3 Old Town Development—Blocks and Lots	12
1.4 Old Town Development, Peonia and Media Peonias	14
1.5 Building Construction in Old Town	16
CHAPTER 2 - EXISTING CONDITIONS	20
2.1 Land Use	21
2.2 Privacy and Community	23
2.3 Vehicle Pathways	24
2.4 Trees and Fences	26
2.5 Scale and Detail	27
CHAPTER 3— DESIGN GUIDELINES FOR EXISTING BUILDINGS	29
3.1 General Approach to Building Rehabilitation	30
3.2 Secretary of the Interior’s Standards of Rehabilitation	31
3.3 General Approach to Building Rehabilitation	32
3.4 Protect and Maintain	32
3.5 Repair	32
3.6 Replace	32
3.7 Design for Missing Historic Features.....	32
3.8 Alteration and Additions to Historic Buildings.....	33
3.9 Contributing Versus Non-Contributing Buildings	34
3.10 Design Guidelines for Contributing Buildings.....	35
3.11 Relocating Buildings	46
3.12 Demolition	47
3.13 Accessibility	49
CHAPTER 4 - DESIGN GUIDELINES FOR NEW CONSTRUCTION.....	50
4.1 The Importance of Building Setting and Placement.....	51
4.2 General Approach to New Residential Construction	52
4.3 Building Elements	52
4.4 Residential Building Design.....	54
4.5 Lot Visibility Corridors.....	61
4.6 Frontage Corridors	61
4.7 Side-Yard Corridors	62
4.8 Mid-Lot Corridors	62
4.9 Extensions into Visibility Corridors.....	63
4.10 Lot Density	64
4.11 General Approach to New Commercial Construction.....	66
CHAPTER 5 - SETTING AND LANDSCAPE.....	67
5.1 Fences, Walls, and Hedges.....	68
5.2 Parking	69
5.3 Protected and Heritage Trees	70
5.4 Public Streetscape	70
5.5 Bosque Bello Cemetery.....	71
5.6 Maintaining and Repairing the Grid.....	72
APPENDICES.....	77
1 Appendix A– Technical Definitions.....	77
Appendix B– Glossary of Terms.....	79

PREFACE

The material contained in this document has been developed by the faculty and students of the Preservation Institute: Caribbean, a program of the College of Architecture at the University of Florida, in cooperation with the City of Fernandina Beach Community Development Department. We wish to thank Community Development, and the staff for all their assistance in the preparation of this report. Special thanks are extended to the Historic District Council and the City Commission of Fernandina for their active involvement at all stages of the project.

The concerned residents of Old Town are to be commended for their candor, constructive comments and fierce determination to preserve the historic character of Old Town as it enters the twenty-first century.

Background research on the history of Old Town was developed from archives in the Museum of Fernandina Beach, the P.K. Yonge Library of Florida History at the University of Florida and the St. Augustine Historical Society Museum. The directors and staff of these institutions were inordinately helpful in locating the most relevant information in their extensive holdings. Source material used in this report is publicly accessible and is summa-

rized in the bibliography for those interested in further research on the issues raised in this document.

The Preservation Institute: Caribbean (PI:C) is dedicated to the conservation of the cultural traditions of the Greater Caribbean Basin as expressed through its architecture, landscape and urban centers. PI:C has provided educational, research and service programs for students, faculty and community leaders throughout the region for over eighteen years in order to achieve this goal.

A current emphasis of the Institute is to provide growth management assistance in the form of documentation, design proposals and educational workshops to historic seacoast communities under development pressures from commercial tourism. The Institute was attracted to the community of Old Town primarily for this reason and the strong connection it has to Caribbean history and the history of Florida.

The 2013 update was intended to reflect changes adopted in the city's land use plan and to provide additional guidance for rehabilitation and new construction. It has been financed in part with federal funds from the National Park Service, Department of the Interior through the Florida Division of Historic Resources. However, the contents

and opinions do not necessarily reflect the views or policies of the Department of the Interior.

1999 Project Director

William L. Tilson
Director, Preservation
Institute: Caribbean
College of Architecture
University of Florida
Gainesville, FL 32611

1999 Project Consultants

Herschel Shepard, FAIA
Professor Emeritus,
College of Architecture
University of Florida

Julia Starr Sanford, Designer

1999 Project Assistants

Kathleen M. McGuinness,
Project Manager
Kevin Baxter,
Field Assistant
Stephen Bender,
Field Assistant
Michael Haflants,
Field Assistant
Tom Ring,
Field Assistant
Kivanc Senocak,
CAD Coordinator
Lamthuy Ma,
Graphic Coordinator

2013 Update

Thomason and Associates
Preservation Planners
P.O. Box 121225
Nashville, TN 37212

Cover: Entrance sign to Old Town.

INTRODUCTION

This study provides a foundation for standards of architectural design review as required by Chapter 8 of the Land Development Code for Fernandina Beach. The Old Town Historic District is within a Historic District Overlay and design review is based upon the latest edition of Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings from the U.S. Secretary of Interior.

These standards are intended as guidelines for the rehabilitation or adaptive use of existing buildings and new construction projects in the Historic District of Old Town. The recommendations in this report primarily emphasize the importance of understanding the Spanish grid plan of Old Town as the basis for good design and contain recommendations and examples for rehabilitation and new construction in keeping with the design guideline standards.

The listing of the Old Town Historic District on the National Register was largely due to its significance in planning rather than architecture. The Spanish grid is a distinctive approach to town planning and this grid has remained constant for two centuries. The remaining contributing buildings date

from the late 19th and early 20th centuries rather than from the Spanish period.

The basic structure of the original grid remains. Currently, about forty structures exist in the town, roughly the same number found in records from the century of its founding. Old Town's geographic isolation from the rapid development of Amelia Island has largely accounted for its preservation. Bound on the north and west by the salt marsh of Egan's Creek and the Amelia River respectively, the town occupies one of the highest points in the area and demonstrates the careful strategic planning of Spanish settlements.

This isolation has been furthered by the addition of large-scale industrial facilities just south of the town and adjacent to the historic Bosque Bello Cemetery. Prevented from further expansion by geographic and man-made boundaries, the Old Town grid remains as one of the last and purest examples of the Law of the Indies planning edict of 1573.

The road surface constructed in 1998 demonstrates the influence of the guidelines as seen in the crushed shell surface, minimal road width, green right of way and lack of sidewalks common to more rural settlements.

Improvements fostered by changes in infrastructure will also significantly increase development. The guidelines proposed in this document are founded on the belief, however idealistic, that the small scale, quiet lifestyle enjoyed by current Old Town residents can be maintained through careful town planning and thoughtful, well-made buildings.

Intent

These recommendations are the beginning of an ongoing process to preserve the town plan and guide Old Town through a period of inevitable growth. It is important to remember that design guidelines, no matter how well written and illustrated, cannot insure a sustainable community. Property owners, designers, builders, developers and town officials must collaborate in order to maintain the scale and character of Historic Old Town for future generations.

SUSTAINABILITY AND HISTORIC PRESERVATION

Introduction

Historic preservation not only promotes and showcases a city's unique heritage, its by-product is sustainable development. Preservation encourages the maintenance and reuse of existing buildings, embracing the philosophy of recycling, making it inherently "green." Preservation's traditional focus on the aesthetic and cultural significance of historic buildings is expanding to highlight the inherent energy-efficient values of historic properties as well.

Embodied Energy

While "green" practices and materials have become a major focus of contemporary building design, the fact is construction of a new building requires a new expense of energy. From the extraction of raw natural materials, to their transportation, manufacture, and distribution, to the physical act of construction, energy is spent. An existing building represents an embodiment of this cumulative energy, already in place. This energy, in the inert form of a building, remains in place as long as the building stands. If razed, the building's embodied energy is lost; this demolition represents an expenditure of new energy. Loading and hauling the building debris to a

landfill requires additional energy and loss of resources. Thus, embodied energy can be viewed as the existing investment in a building. Demolishing a sound building wastes that investment.



An existing building represents embodied energy. (710 Estrada)

Working with Nature: Site Orientation

Buildings constructed before World War II were designed, constructed, and sited with respect to optimizing the advantages available via the natural environment, such as ventilation, insulation, and use of daylight. Banks of windows on a south elevation, for example, optimize natural light on the interior and also passive solar heat during winter months. During summer months, these windows could be shaded with removable awnings to block heat. Indigenous trees of Fernandina Beach help create shade. Evergreen hedges can be added on northwestern exposures to serve as wind

blocks during winter. In construction, thick masonry walls of older buildings help retain interior heat in the winter and also help lengthen the time it takes for summer heat to penetrate the building. Architectural elements with form-to-function design include operable transoms and high ceilings; both allow the escape of hot air.

Over the past sixty years, as electricity, synthetic insulation, and central heating and air conditioning systems became standard installations in modern construction, architectural design no longer required attention to the natural environment. Quality and longevity of building materials also became less important, as these modern conveniences could control the interior climate of buildings, and materials were readily available to build anew.

Inherent Energy Efficiency of Older Buildings

Data from the U.S. Energy Information Agency found that buildings constructed before 1920 are actually more energy-efficient than those built at any time until the past decade, when home builders began a concerted effort to design more energy-efficient buildings.

Retrofitting and Weatherization

Buildings from before World War II often have inherent energy-efficient design features. However, older buildings with numerous windows and minimal insulation pose particular challenges in the face of rising energy costs. Some homeowners have resorted to covering the building's original exterior with synthetic sidings, replacing original windows, and enclosing porches. These actions result in the loss of a property's historic character. However, historic character need not be compromised for improved energy efficiency. The addition of attic insulation and new heating and cooling systems improves energy use. In particular, repairing, weatherstripping, and adding storm windows to historic wood windows often results in energy performance equal to or exceeding new vinyl or aluminum windows and at much less cost.

Every building will benefit from a systematic assessment of its energy-efficiency. Historic buildings can also be adapted to new technology such as geothermal heating/cooling systems and solar roof tiles. Furthermore, many of these improvements can be performed without the need for review by the Historic District Council,

whereas requests for replacement and removal of historic architectural components may require review.

Windows

The concept of embodied energy of a whole building translates to its components. The old growth lumber used in historic wood windows can last indefinitely. Removal and replacement of original windows represents the loss of embodied energy. Further more, vinyl replacement windows are not as durable and will eventually require wholesale replacement. All windows expand and contract with temperature change. However, vinyl expands more than twice as much as wood, resulting in failed seals between the frame and glass and a significant performance reduction. Vinyl windows have a high failure rate – more than one-third of all windows being replaced today are less than ten years old.

Any energy savings from replacing wood windows with vinyl seldom justifies the costs of installation. Vinyl windows cannot be recycled and are detrimental to the environment when discarded. Therefore, retaining and weatherizing historic windows eliminates potential waste, increases their energy efficiency, and allows



Original six-over-six wood sash windows. (715 San Fernando)

the building to retain an important architectural component that helps convey its character and style. The design guidelines embrace the philosophies of preserving historic character, energy efficiency, and retaining embodied energy.

New Construction

While the reuse of existing buildings is a priority, design guidelines must also address and promote sustainable practices and materials in new buildings. Preserving existing trees or adding shade trees to shield the southern elevation from summer heat will reduce energy consumption within the building. Additionally, the design of the new building should include porches for shade and should be oriented for optimum ventilation. Use recycled building materials where possible.

Guideline Goals

- **Maintain** the same configuration of land use fitted to the lot sizes of the Spanish plat in order to make a spatial connection to the history of Old Town.
- **Encourage** inventive ways of adapting contemporary building practices to historical constraints.
- **Enable** the design of diverse outdoor spaces to encourage public interaction and maintain privacy.
- **Design** buildings and landscape to reinforce the order of the historic city plan.



Map of firing angles from Old Town, c. 17th Century.



CHAPTER 1: HISTORICAL OVERVIEW

CHAPTER 1—HISTORICAL OVERVIEW

1.1 “Law of the Indies” and the Grid Pattern of Old Town

The use of the grid for the ordered development of towns, cities and agricultural areas has a long history among many cultures. Examples from Greek and Roman settlements are well known and are most often listed as influences underlying the Spanish preoccupation with grids. Other excellent examples are found, however, among the indigenous peoples of the Americas such as the Maya and the Incas. The grid acts as an easily constructed device to organize the distribution of land among its inhabitants. The grid anticipates a moment in which a group of separate individuals is transformed into a town or city.

Although the grid was used extensively in Spanish settlements in the Americas, from the early contact years, it was not until 1573 that specific rules for the construction of a city grid plan were adopted. Developed under the rule of Phillip II, the “Law of the Indies” contained 148 principles governing the planning and development of a town. The Law was not completely original as it simply confirmed practices that were already common in Spanish towns by the sixteenth century, but it did endeavor to establish

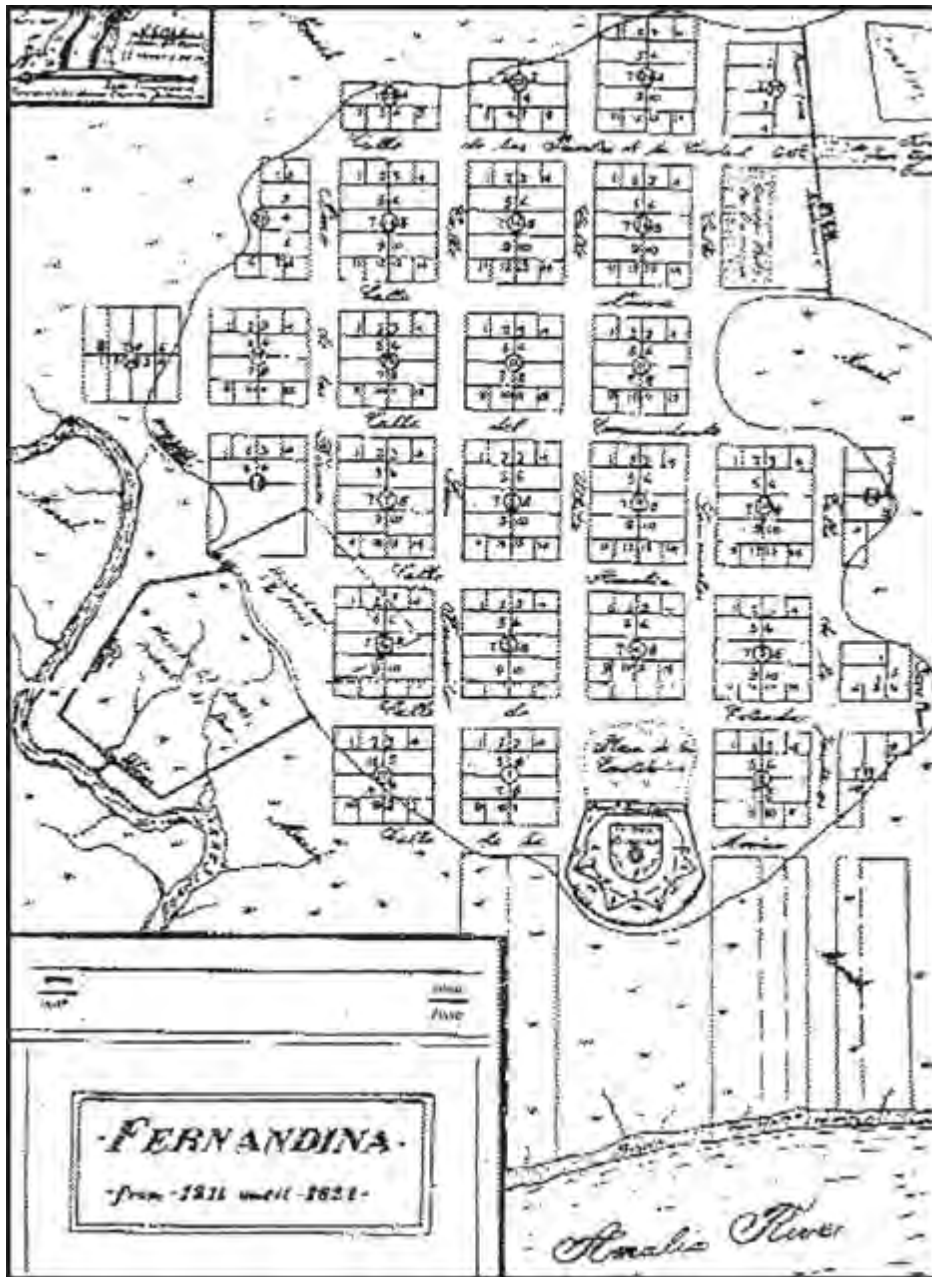
a reasonable logic for occupying the land. The rules provided guidelines for location, appropriate dimensions, land use, public space and social propriety.

Due to its late founding date in the history of Spanish presence in Florida, Old Town reads like a diagram of the Law of the Indies. For example, rule 36; *“...And that they should be populated by Indians and natives to whom we can preach the gospels...”* is certainly born out by the ongoing archeological surveys in Old Town suggesting indigenous occupation of the area from at least 2000 BC. Rule 40, which addresses the placement of a town on a river, *“...should there be a need to build on a river, it should be on the eastern bank, so when the sun rises, it strikes the town first and not the water,”* is a tailor-made description of Old Town’s location.

The current plan of Old Town shows the original plat of the town in 1811. Subsequently and by 1821, New and Towngate Streets had been added, as well as an area called Southpoint on Estrada Street south of Garden. Comparing the map at right with current maps of the town (see aerial photo on page 72), one quickly notes the changes made to the plan due to erosion along the

Amelia River, contemporary developments such as the extension of Fourteenth Street across Egan’s Creek and the marina and boat building facilities located along the north and east edges of the town.

Although the fort has long since disappeared due to erosion and contemporary development continues to alter the landscape of the area, the Plaza and gridded streets remain as a demonstration of the importance of public space as stated in the Law of the Indies. Also seen prominently in the plan below is the modular division of the blocks which is discussed in section 1.3.



Map of Old Town, Drawn by Franz Dollheimer, April 1937, data compiled and translated by Maria Copella Dollheimer.

HISTORICAL OVERVIEW—PATTERNS OF DEVELOPMENT

1.2 Old Town—The Importance of Place

Although not apparent at first glance, Old Town contains a surprisingly complex set of building, landscape and social patterns that contribute to its character as a place. The concept of place is the result of many interrelated factors which include the climate, economic and social history, buildings and landscape features as well as private and collective memories.

The purpose of this section is to analyze and represent the major physical characteristics of Old Town that contribute to its unique scale and patterns of life. Although no place can be completely inscribed into a set of formal documents, the drawings, photographs and words in this section are critical because they emphasize the importance of coming to know a place by accepting it for what it is. The lessons gained from a long and careful study of Old Town form the philosophical foundation of the Design Guidelines.

Due to the lack of significant historic and contributing buildings such as found in downtown Fernandina, Old Town presents more of an “aura” than a clearly defined urban fabric. Taken together with relevant historical precedents, these patterns form

the foundation on which the design guidelines are structured.

The principal recommendations concerning the proper handling of historic structures are included in Chapter 3 and in the appendices. Unusual for most historic districts, these sections reflect the importance of the historic plan. Several structures in the district are identified as historic or contributing even though they were not constructed during the period of record for the town plan. This document favors the rehabilitation of existing structures however modest. Keeping buildings in service is a process that contributes to the maintenance of town character.

The Old Town Historic District has its own distinct zoning; OT-1 and OT-2. The OT-1 and OT-2 Districts are intended to protect the unique historic features and uses in the Old Town Historic District. The OT-1 District is intended for the development and maintenance of single-family residential dwellings, along with their customary accessory uses on the same lot. The OT-2 District is intended to protect the unique historic features and uses in the mixed-use area of the Old Town Historic District. The OT-2 District is intended

for the development and maintenance of single-family residential dwellings, along with their customary accessory uses on the same lot. Limited neighborhood commercial may be permissible.

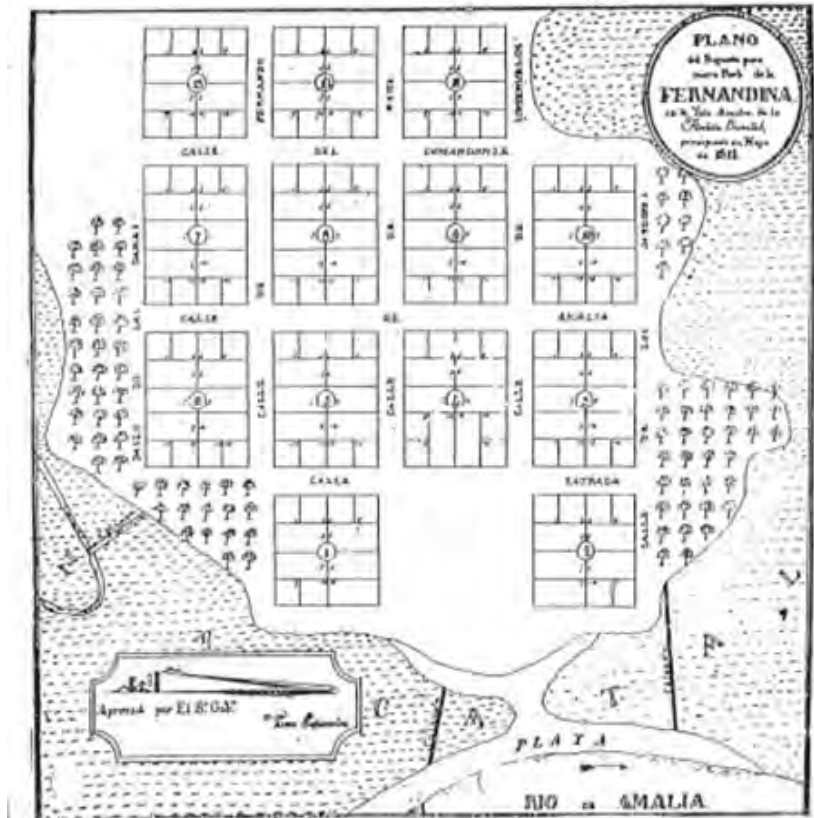
Current building occupation overwhelmingly favors domestic use. The Spanish Plan historically featured a mixed use arrangement of functions that has largely disappeared from Old Town. Under the Law of the Indies, the most important civic, religious and commercial buildings were placed around the Plaza. Up until 1926, a church and several institutional buildings were located on plaza lots following this prescription. The guidelines allow and also encourage the introduction of commercial and institutional uses within the town, provided that they conform to the physical requirement of building placement and typology.

HISTORICAL OVERVIEW—PATTERNS OF DEVELOPMENT

1.3 Old Town Development— Blocks and Lots

The typology of the Old Town Plan is composed of three major elements: **blocks**-including the San Carlos Plaza, constant width **streets** and right of ways and two sizes of **lot divisions**. The details of these components and recommendations for their preservation are outlined in this section. Further recommendations are found in other sections noted below.

The original plat of 1811 of the East Florida Papers, found in the State Archives, shows thirteen blocks and eight streets are recorded. The historic district now encompasses twenty-two full blocks and three partial blocks (see view on page 19).



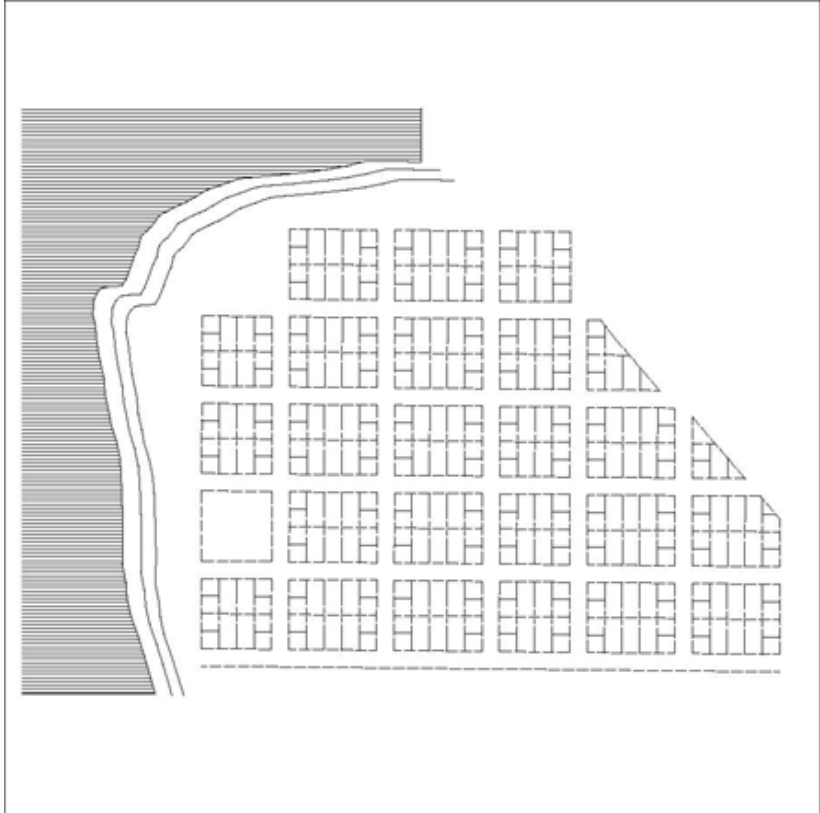
Plat map of Old Town, Fernandina Beach Florida, 1811.

Blocks

The 46'-6" lot division module measures the dimensions of the blocks. All full blocks are either four by four or four by five modules in size. The streets, public right of ways and the lot divisions reinforce the integrity of the block module used. Although recent surveys show the lot sizes running around 47'-3" by 92 feet, the 46'-6"x 46'-6" module is used in this document because it is closer to the ideal layout in the Law of the Indies. Actual property dimensions are a matter of public record and verifications of dimensions are the responsibility of the property owner as required by current codes.

Streets

The street system of compacted crushed shell and thin ribbon curbs added in 1998 reinforces the constant width of all streets. There are consistent right-of-way widths proportionate to the lot dimensions.



Map of block pattern, Old Town. This map is from the 1999 guidelines and does not accurately reflect the lot orientation on blocks surrounding the plaza. The 1811 plat of Old Town on page three more accurately represents the plaza lots.

HISTORICAL OVERVIEW—PATTERNS OF DEVELOPMENT

1.4—Old Town Development, Peonia and Media Peonias

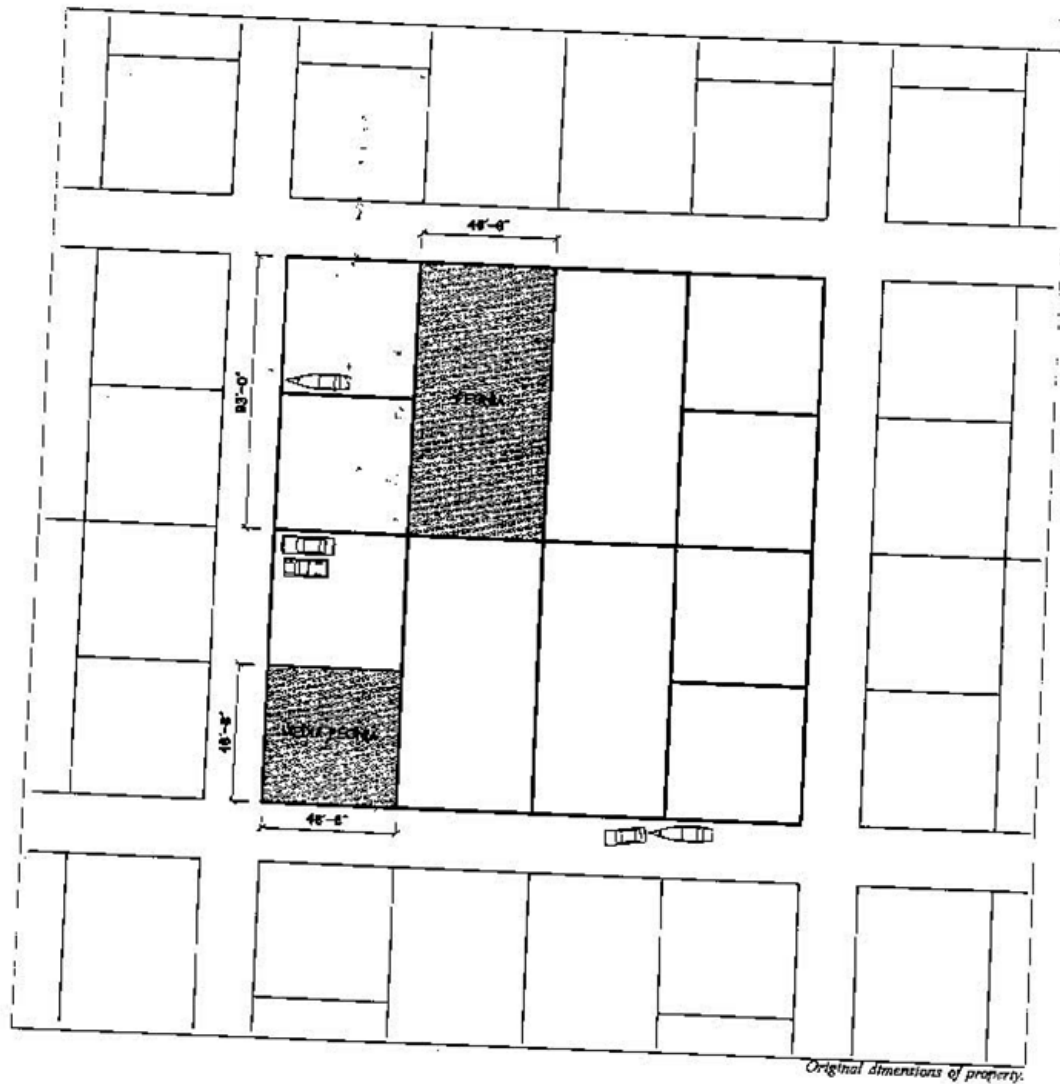
The Old Town grid divides the town into an array of square and rectangular blocks. Each of these blocks is further sub-divided into modular lots. The sample block on page 15 shows the dimensions of the two basic lot modules found in Old Town; the *peonia* and *media peonia*. According to the Law of the Indies, the *peonia* was the basic type of urban lot. The Spanish measured construction dimensions according to the *vara* which Manucy (1962) lists as approximately 33 inches. Mundigo and Crouch's translation of the Law of the Indies (1977) sets the measurements of the *peonia* as 46 by 92 feet.

An informal study of recent property surveys shows that the actual dimensions of the *peonia* is slightly larger averaging around 46 feet 6 inches by 93 feet. Old Town also has a unique 46'-6" square block labeled in this document as a *media peonia* or *half peonia*. These lots run north and south and on east-west facing streets. Taken together, these two lot modules create the pattern of land division within the town grid.

When preliminary research began in the summer of 1996, the first impression was that the

existing buildings did not fit the historic grid. After studying the development of the town from historic maps, archival documents and direct field observations, it was concluded that most buildings did work reasonably well with the historic property divisions.

Changes in building placement and lot development were tracked in 1999 and 2012 using Sanborn Insurance Maps for the years 1903 through 1949 and county tax maps supplemented by aerial photographs for 1960-2012. Although not scientific, these maps confirm that building placement maintains the block structure and small scale of the town.



The shaded sections show the sizes of the Spanish peonia and media peonia lots.

HISTORICAL OVERVIEW—PATTERNS OF DEVELOPMENT

1.5 Building Construction in Old Town

The establishment of Old Town by the Spanish resulted in a small community consisting of dwellings, a church, and the ruins of Fort San Carlos adjacent to the plaza. This community was known as Fernandina until the construction of the railroad through the region in 1855. This led to the platting of “new” Fernandina two miles to the south. With the coming of the railroad the new community of Fernandina became a prominent commercial and tourism center and “Old Town” gradually lost its prominence. By the late 19th century many of the earliest dwellings from the Spanish period were lost to fire or neglect, but other residents moved into the community attracted by its prominent location on the Amelia River.

In 1903, Old Town was mapped by the Sanborn Fire Insurance Company as part of overall mapping efforts for the city. By 1903, significant property transfers had occurred so that the original lot divisions of the blocks are barely visible. At this time there was a customs house located in the plaza approximately over the ruins of Fort San Carlos. A Catholic Church of some

significance was found on the block south of the plaza. From all appearances, all buildings described were wood frame constructions.

The 1909 Sanborn map showed that the number of buildings did not increase significantly from 1903 and most structures appear to be “towing the line” of the Spanish grid despite the lack of any formal regulations. This is not unexpected or unusual at this time period because of the existence of strong implicit ways of building that were generally accepted by everyone. Material choices were limited, as were architectural styles.

The Victorian structure known today as the “Captain’s House” was built in 1888 and is prominent on the 1909 map facing the plaza. Besides its architectural prominence and position in the town, the building was used as a principal set element in the film “The New Adventures of Pippi Longstocking” and attracts a modest number of sightseers.

A few additional dwellings were built in the town after 1909 and are shown on the 1926 edition of the Sanborn Insurance Map. Many of the lots continued to be vacant with most dwellings concentrated along San Fernando and Someruelos Streets. Following

World War II, additional dwellings were built, most of which were of frame construction and designed in vernacular forms of the period. Property activity increased again in the 1960’s and over the next decade several new dwellings were built and a mobile home park was established. The southern edge of Old Town was delineated by the Kraft Paper mill. In 1990, the significance of Old Town was recognized when it was listed in the National Register as the “Original Town of Fernandina Historic Site.”

By the early 21st century, the mobile home park had been removed and several new dwellings were built to blend in with the historic architecture of the original buildings. All of the early 19th century dwellings associated with the Spanish occupation were razed by 2012, but many of the community’s turn of the 20th century dwellings remained intact. New commercial activity in the community was marked by the marina construction along Egan’s Creek.



*A portion of Old Town was mapped by the Sanborn Map Company in 1903.
The original grid is not reflected on this map.*



The 1926 Sanborn map of Old Town illustrates the original grid layout of peonias and media peonias.

Old Town Historic District Future Land Use Map
City of Fernandina Beach
c.2013



Future land use map illustrating current property divisions.



CHAPTER 2: EXISTING CONDITIONS

2.1 Land Use

The Spanish Plan provided for the orderly distribution of civic, religious, residential and commercial structures throughout the town. A strict hierarchy was maintained by placing civic structures and important residences near the plaza. The *peonia* was designed as a working residential lot whose size was determined in part by agricultural requirements of the day.

Historically, there were a limited number of civic, religious and commercial buildings in Old Town, but it has been predominately residential for decades. A few residents maintain home-based businesses, but these do not have a significant impact on the cultural patterns or the architecture. The area of Fourteenth Street and the marina development along Egan's Creek introduced uses allowed under 2.03.02 of the Land Development Code.

Under current zoning regulations, a OT-1 zoning allows residential only. OT-2 zoning allows residential and limited neighborhood commercial. The design guidelines address the management of building placement, scale and detail.

Recommendations:

- Limited neighborhood commercial or civic structures such as a museum featuring the history of Old Town or a small community meeting hall are appropriate. These structures must follow the design guidelines in terms of building placement, scale and parking requirements.
- Home businesses are allowed in OT-1 and OT-2. Examples of allowable uses are home offices, studios, garage shops and home childcare.
- Accessory dwellings are permissible per LDC requirements.
- Size of uses is governed by architectural guidelines on percentage of lot coverage, massing, setbacks and height.

Avoid:

- Significant increases in uses other than residential.
- Increased areas devoted to parking beyond that allowed for residential use.
- Any development of Amelia River waterfront lots.

Prohibited:

- Uses and density that disturb the residential character of Old Town such as storage facilities, heavy construction and manufacturing.

Old Town Historic District Zoning Map
City of Fernandina Beach
c.2013



Zoning map showing OT-1 and OT-2 zoned parcels, Old Town, Fernandina Beach, Florida, 2013.

CHAPTER 2—EXISTING CONDITIONS

2.2 Privacy and Community

It is important to understand the present day organization of land ownership in order to preserve historic attributes and imagine future possibilities. Combinations of *peonias* and *media peonias* to form larger parcels of land represent an opportunity for owners to develop property in a variety of ways not imagined in the original conception of the town. The view of existing property divisions from 2013 (see page 19), shows the town poised on the edge of either retaining or losing the visibility of its historic plan. The vacating of some streets has caused minor damage to the continuity of the grid. Owners of these properties are encouraged to find ways of enjoying the privacy of their property, while ensuring that it remains a visible artifact of the old right of way.

Lots which are anomalous because of an intrusion into a right of way or a non-peonia subdivision will be more challenging to develop according to the guidelines. They offer the owner the chance to comment on history by juxtaposing the ideal of the peonia against the anomaly. Property owners are encouraged to design new buildings to fit within the parameters for the existing grid

system or to restore the relationship between primary buildings and outbuildings in sympathy with the original grid system. It is also recommended that property owners restore the original lot dimensions where possible.

In addition to helping owners and officials solve problems presented by unique designs or construction technology, the role of the guidelines is to set consistent standards with respect to placement of buildings within the blocks and encouraging adherence to the overall plan.



It is required that property owners who develop their vacant lots use designs and spacing to respect the original peonia and media peonia grid and layout.

2.3 Vehicle Pathways

Automobiles and other vehicles are an essential part of life in Old Town. Residents are accustomed to parking cars, trucks, boats and trailers on their property as needed, with few impediments to free movement. This freedom is considered a practical and philosophical necessity. As one resident succinctly put it: *“I like Old Town because I can do just about anything and no one bothers me. I can go where I want when I want and everyone here respects that freedom.”*

The complexity of road use is shown clearly in the irregularity of traffic patterns—an indication of a relaxed fit between patterns of daily use and the grid. This pattern is shown on the aerial view on page 25. The grid provides a degree of discipline to the free ranging movements of people and machinery. The roadway design put in place in 1998 with its crushed shell surface and lack of sidewalks and drainage swales is designed to strengthen the presence of the grid and keep movement patterns relatively the same. Off-street parking is required for residences per the LDC.



Views of shell street surfaces in 2012.



Aerial view of vehicle pathways, Old Town, Fernandina Beach, Florida, 2012.

2.4 Trees and Fences

Existing trees and fences have established a subtle pattern of outdoor spaces without isolating one property from another. This interplay of open land and private property is more a feature of English and North American settlement patterns than Spanish. Given the climate and relaxed lifestyle of Old Town, there is considerable room for invention in the design of outdoor space through the careful placement of landscape elements such as trees, hedges and fences.

In an attempt to make property boundaries visible and create outdoor spaces, Old Town residents have created a variety of fences ranging from two courses of concrete block topped with conch shells as ornaments, to picket and split rail, privet hedges and eight foot block walls reminiscent of Spanish-walled enclosures. Even wire fences, which are prohibited in many historic districts, have been used successfully to support vines and flowering plants.



2.5 Scale and Detail

Taken collectively, the historic, economic and social patterns built up in Old Town constitute a quality that is not easily put into words or guidelines. Old Town is verifiably “unique,” but this term needs to be carefully defined through specific examples since these guidelines will ultimately have the legal strength of public will.

Long-time residents intuitively know what it means to live and build in Old Town, but this knowledge does not easily translate into formal documents. In our current climate of mobility, most people are not able to spend time learning to live in a place before building. Design guidelines provide the best means of understanding a way of building in the historical, cultural and climatic context of Old Town.

A major design issue with respect to “fit” is proper scale. Scale is defined as relative size between building elements, the landscape and the town as a whole. Construction of buildings and landscapes in Old Town requires a careful attention to scale and detail.



Unlike most communities, Old Town can never grow beyond a very specific set of geographic limits. Its well-deserved historic district status further guarantees that the scale of Old Town can be maintained. These limits govern the scale of actions from the size of buildings, the distance between structures, the details of buildings and the natural form of landscape.

These concepts are not purely an issue of building style. One can build a well-designed “cracker style” or Victorian era building that does not “fit.” Pure size and image are not the keys to building within the context of Old Town. The examples and these guidelines suggest that individuality, uniqueness and even idiosyncrasy are important and verifiable aspects of Old Town’s heritage, provided that the building decisions are kept in scale with the rest of the town.





CHAPTER 3: DESIGN GUIDELINES FOR EXISTING BUILDINGS

CHAPTER 3—BUILDING TYPOLOGY: EXISTING BUILDINGS

3.1 General Approach to Building Rehabilitation

In Old Town, existing buildings are generally placed correctly on the grid, are simple in design, and promote a strong connection to the outdoors. The individuality and simplicity of buildings is a principal part of the character of Old Town.

As the town ages, new buildings will be added to the town. These buildings will also deserve consistent preservation measures. For this reason, this chapter provides some general recommendations for rehabilitation of historic properties and existing buildings. The philosophy promoted by these guidelines is to sustain the character of the town by keeping buildings, however modest, in useful service. This is an approach that residents in Old Town have followed for generations and it is consistent with current thinking on sustainable communities.

With these goals in mind, the following section emphasizes **rehabilitation**, which is the process of repairing or altering a historic property while retaining its historic features. A practical approach to preservation, rehabilitation is a compromise between remodeling, which has no sensitivity to the historic features of a building, and

restoration, which is a more accurate but costly approach to repair, replacement, and maintenance.

The Secretary of the Interior's Standards for Rehabilitation on page 31 serve as the basis for working within the Historic District. The intent of the Standards is to encourage the retention and preservation of historic buildings as expressed in their architectural design, materials and workmanship. The result of any project reviewed under the Standards should be the preservation of a building's historic materials and distinguishing character. Important characteristics of a building include its overall shape, materials, craftsmanship, decorative details, interior spaces and features, and site and environment.

The reasons for using the Secretary of the Interior's Standards are numerous. The first and most important is consistency. Rehabilitation projects in Florida receiving federal or state funding or tax credits already must observe the standards. Furthermore, property owners seeking a historic preservation property tax exemption under Section 196.1997, Florida Statutes, must also comply with them. A consistent set of standards will result in savings of time and

money, and permit avoidance of administrative overlap and conflicting regulations.

A second important reason for using the Secretary of the Interior's Standards is the large body of work developed as part of these guidelines by the National Park Service. The Standards have been successfully applied for many years and have resulted in a number of case studies, published in "Interpreting the Secretary of the Interior's Standards for Rehabilitation." These case studies are available from the Architectural Preservation Services Section of the Bureau of Historic Preservation and provide an excellent source of information for local review boards, preservation architects, preservation planners, owners of historic properties, and others undertaking modifications to historic buildings.

3.2 The Secretary of the Interior's Standards of Rehabilitation

The guidelines are based on the Secretary of the Interior's Standards of Rehabilitation. The Standards have become the authoritative source for the treatment of historic buildings both nationally and in Florida. They provide a logical point of departure for developing local guidelines. They pertain to historic buildings of all sizes, materials, and types, interior and exterior work, demolition, relocation, new construction, and handicap accessibility. Additional information on these standards can be found at the following website: www.flheritage.com/preservation.

Recommended Standards:

1. A property shall be used for its historic purpose or be adapted to a new use that requires minimal change to the defining characteristics of the building and its site and environment.
2. The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.

3. Each property shall be recognized as a physical record of its time, place and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.
4. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.
5. Distinctive features, finishes and construction techniques or examples of craftsmanship that characterize a historic property shall be preserved.
6. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical or pictorial evidence.

7. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.
8. Significant archaeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.
9. New additions, exterior alterations or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale and architectural features to protect the historic integrity of the property and its environment.
10. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

3.3 General Approach to Building Rehabilitation

Old Town contains a number of notable 19th and early 20th century buildings which contribute to the character of the National Register-listed site. Identifying, retaining, and preserving the form and detailing of original architectural materials and features is basic to the sensitive treatment of all historic buildings. The guidelines which follow recommend measures to accomplish this goal, while avoiding actions which will cause the removal of features that form the historic character of a building.

3.4 Protect and Maintain

Protection generally involves the least degree of intervention and precedes other work. Protective measures include the maintenance of historical materials through treatments such as rust removal, caulking, limited paint removal, re-application of protective coatings, and cyclical cleaning of roof gutter systems; or stabilization through installation of fencing, protective plywood, alarm systems and other measures. Although a historic building will usually require more extensive work, an overall

evaluation should begin at this level.

3.5 Repair

Repairs are warranted when the physical condition of character-defining materials and features require it. Repair of historic material begins with the least degree of intervention possible, such as patching, piecing-in, splicing, consolidating, or otherwise reinforcing or upgrading the material according to recognized preservation methods. Repair also includes the limited replacement in kind or with a compatible substitute material of extensively deteriorated or missing parts of features when there are surviving prototypes. Although using the same kind of materials is always the preferred option, substitute materials are acceptable if the form and design, as well as the substitute materials themselves, convey the visual appearance of the remaining parts of the feature and finish.

3.6 Replace

Replacement is appropriate when an entire character-defining feature is not repairable. If the essential form and detailing are still evident so that the physical evidence can be used to re-establish the feature as an integral part of the rehabilitation project, then its

replacement is appropriate. Like the guidance for repair, the preferred option is always replacement of the entire feature with the same material. Because this approach may not always be technically or economically feasible, provisions are made to consider the use of a compatible substitute material. The goal of using new materials should be to match the original materials as closely as possible. Replacement materials should promote the historic character of the building.

3.7 Design for Missing Historic Features

A new feature is appropriate when an entire interior or exterior feature is missing. Under these circumstances, the original feature no longer plays a role in physically defining the historic character of a building unless it can be accurately recovered in form and detailing through the process of carefully documenting the historical appearance. Where an important architectural feature is missing, its recovery is always recommended in the guidelines as the preferred course of action. If adequate historical, pictorial, and physical documentation exists so that the feature may be accurately reproduced, then designing and constructing a new feature based on such information is appropriate.

However, a second acceptable option for the replacement feature is a new design that is compatible with the remaining character-defining features of the historic building. The new design should always take into account the size, scale, and material of the historic building itself so that a false sense of historical appearance is not created.

3.8 Alteration and Additions to Historic Buildings

The final step involves alterations and additions. Some exterior and interior alterations to a historic building are generally needed to assure its continued use. It is, however, generally important that such alterations do not radically change, obscure, or destroy character-defining spaces, materials, features, or finishes. Alterations may include providing additional parking space on an existing historic building site; cutting new entrances or windows on secondary elevations; and installing an entirely new mechanical system. Alterations may include the selective removal of building or other features of the environment or building site that are intrusive and therefore detract from the overall historic character.

The construction of an exterior addition to a historic

building may seem to be essential for new use. The guidelines emphasize, however, that such new additions should be avoided, if possible, and considered only after it is determined that those needs cannot be met by altering secondary, non-character-defining interior spaces. If, after a thorough evaluation of interior solutions, an exterior addition is still judged to be necessary, and it can be clearly differentiated from the historic building and constructed so that the character-defining features are not radically changed, obscured, damaged, or destroyed, then it may be appropriate.

Additions to historic buildings are often required to make projects economically feasible, to satisfy fire and building code requirements, to house mechanical systems, and for other personal or practical reasons. They are allowed under the Secretary of the Interior's Standards and specifically addressed by Standards 9 and 10.

Although additions are usually acceptable, they should be undertaken only after it has been determined that the new use cannot be successfully met by altering non-character defining interior spaces. If undertaken, additions should not significantly alter original distinguishing qualities of

building such as the basic form, materials, fenestration, and stylistic elements under Standard 2. Additions that imitate the style of the existing building or other historical styles should be avoided under Standard 3.

Under Standard 9, additions should be clearly distinguished from original portions of a building and should result in minimal damage to it. Character-defining features of a historic building should not be radically changed, obscured, damaged, or destroyed in the process of adding new construction. The size and scale of the new addition should be in proportion to the historic portion of a building and clearly subordinate to it. Additions should be attached to the rear or least conspicuous side of a building. Under Standard 10 they should be constructed so that if removed in the future, the essential form and integrity of a building will be unimpaired.

3.9 Contributing Versus Non-Contributing Buildings

The Old Town Historic District is unusual since it derives its primary significance from its original Spanish grid plan and not from its collection of historic architecture. When Old Town was listed in the National Register in 1990 it was listed as a site, rather than a district. Within the site, only ten buildings were listed as contributing, while dozens more were included as non-contributing. Contributing buildings are defined in the LDC. Since listing on the National Register, several of these original contributing buildings have been demolished, and none of the existing buildings date to the period of Spanish occupation. Because of the loss of original buildings and the passage of time, a re-survey and update of the district is recommended.

New construction and rehabilitation is reviewed in the Old Town Historic District by the Historic District Council (HDC). Non-contributing buildings are reviewed by the HDC with greater flexibility than contributing buildings, but owners are encouraged to preserve and maintain the character of their older buildings.



This 19th century dwelling at 107 Estrada Street is an example of a contributing building within the Old Town Historic District.



The mid-20th century dwelling at 1012 Ladies Street is non-contributing but rehabilitation work should respect its original design and detailing.

While these guidelines apply to contributing buildings, they also may be used as a general reference for non-contributing buildings, for which maintenance and repair should be in keeping with the respective design and detailing.

3.10 Design Guidelines for Contributing Buildings

AWNINGS:

1. Retain, maintain, and repair historic metal awnings.
2. Ensure new awnings do not damage the building. Select awnings of canvas duck or cotton and polyester blends in colors that complement the building and mimic the shape of their opening.
3. Mid-20th century metal awnings should also be preserved and maintained.



Preserve functional and decorative awnings (212 Estrada Street).

BRICK/MASONRY:

1. Preserve and maintain original brick, stone, and other original masonry. This includes exterior wall surfaces, foundations, and chimneys.

Repair of masonry

2. Repair damaged masonry by patching, piecing in, or consolidating instead of removing an entire feature.
3. Repair cracks; they may indicate structural settling or deterioration and allow moisture penetration.

Moisture control on masonry

4. Repair leaking roofs, gutters, and downspouts; secure loose flashing.
5. Ensure that the ground slopes away from the foundation to prevent water from gathering at the base.

Cleaning of masonry

6. Masonry requires cleaning only to stop deterioration or heavy surface staining.
7. Use the gentlest means possible, generally low pressure water and mild detergent.
8. Test cleaning methods on an inconspicuous area and observe the results first.
9. Chemical cleaning is not recommended due to potential damage it may cause.

Machine cleaning of masonry

10. Do not use sand blasting or high-pressure water; these methods cause rapid deterioration.
11. Do not use electric saws or hammers to remove mortar.

Mortar issues with masonry

12. If repointing of mortar is needed, duplicate historic mortar in strength, composition, color, and texture. Use one part lime and two part sand with no more than 20% combined Portland cement.
13. Portland cement is not an appropriate replacement for historic mortar, as it is stronger and will not expand and contract, causing the bricks to crack, break, or spall.
14. Do not repoint with a synthetic caulking compound.

Painting of masonry

15. In general, leave unpainted historic masonry unpainted. If bricks have lost their protective outer coating due to sandblasting, paint may be used for preservation, or if the brick and mortar are extremely mismatched from repair work.
16. Only as a last resort should water-proof, water-repellent, or other non-historic coatings be used.

CHIMNEYS

1. Retain, maintain, and repair chimneys in keeping with the guidelines for masonry.
2. If possible, replace chimneys that are missing or too severely damaged for repair. Emulate other historic examples appropriate for the style and period of the building.
3. Retain extant chimney pots of terra cotta and brick. Replace in kind, do not substitute other non-historic materials such as sheet metal or concrete block.



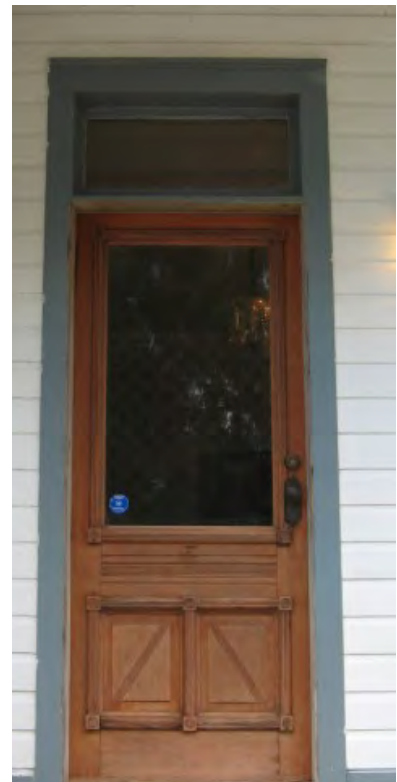
Original corbelled brick chimneys should be maintained and repaired as needed (910 San Fernando Street).

ENTRANCES + DOORS

1. Maintain entrances, doors, and related elements.
2. Follow the guidelines for wood to repair entrances, doors, and related elements. Reuse historic hardware and locks.
3. Replace an entrance door, or related element only when it is damaged beyond repair. The replacement element should match the historic one.
4. Do not add openings to a primary elevation.
5. Do not resize or otherwise alter an entrance.
6. If storm or screen doors are desired, select designs that allow the full view or obscure as little as possible of the door.



Original doors help convey a building's architectural style and date of construction (212 Estrada Street).



Original single-light, two-panel door and transom at 910 San Fernando Street.

DOORS, CONTINUED.



This appropriate storm door allows for view of the door behind it (117 Estrada Street).

FOUNDATIONS

1. Retain, maintain, and repair foundations in accordance with the guidelines for masonry.
2. Leave historically visible raised foundations visible - do not cover or conceal .
3. If infill is desired for raised pier foundations, use sections of lattice installed between the piers. Do not cover over the piers.



Wood lattices are appropriately fit into openings between brick piers of the foundation (910 San Fernando Street, above and 212 Estrada Street, below).



LIGHTING

1. Retain historic light fixtures.
2. Repair damaged historic light fixtures or replace damaged pieces with similar replacements.
3. If original fixtures are missing or too damaged for repair, replace them with new fixtures that imitate historic examples appropriate for the period and style of the building, or use unobtrusive design and materials and traditional placement.



Retain original light fixtures or those added in the early 20th century (212 Estrada Street).

PAINT

1. Maintain the painted finish of buildings and accessory structures and fences that were historically painted.
2. Unless extenuating circumstances exist, do not paint historically unpainted masonry or other surfaces.
3. Use oil paint on surfaces that have been painted with oil paint in the past; this is generally the case for historic buildings in the district.
4. Latex paint is not recommended as it does not adhere well and shrinks more than oil paint when drying. This can pull off underlying old paint. If latex is used, first completely prime the surface with an oil-based primer.
5. Before painting, remove dirt with household detergent and water. Allow surfaces to dry thoroughly.
6. Remove damaged or deteriorated paint to the next sound layer.
7. Use the gentlest means of paint removal possible, such as hand sanding and hand scraping.
8. If paint has blistered and peeled to the bare wood, remove all paint down to bare wood.
9. Use chemical strippers to supplement the above technique when more effective removal is required. Be certain to follow directions to thoroughly neutralize chemical strippers after use or new paint will not adhere.
10. Select paint colors that complement the style and period of the house.



Above: Regular painting helps protect the building's exterior and its architectural integrity (910 San Fernando Street).

Left: Repainting the house and window trim in contrasting colors will help protect the wooden elements and accentuate the original three-over-one wood sash windows.

11. Select one trim color for porch framing and columns, and window framing; a contrasting color for walls; and a darker color for doors and shutters.

12. Limit the number of colors used to three.

PORCHES

1. Retain, maintain, and repair wooden and masonry porches in keeping with the guidelines for wood and masonry.
2. Back porches are functional and less crucial to the historic character of the district, thus their treatment can be more flexible and may include alteration, replacement, or removal.
3. When replacement of a porch is necessary due to deterioration beyond repair, replace it using a design that matches the historic design and materials that support the historic character of the district to the greatest extent possible.
4. If enclosure of a porch is desired, use glass or screens with minimal structural elements instead of solid materials to better preserve the porch's historic transparency.
5. The use of substitute materials for porch floors such as wood and cementitious composites may be appropriate under some circumstances. If these treatments are used, they should not be readily visible from the street or painted to blend with the house colors.



A wide porch with posts on brick piers is a character-defining feature of this Bungalow dwelling (906 Someruelos Street).



This porch has appropriate screen panels and remains transparent (902 Ladies Street).

PORCH STAIRS/RAILINGS

1. Retain historic porch steps and railings.
2. Repair historic porch steps and railings with materials that match the original.
3. Replace porch stairs and railings with materials that match the porch materials.
4. Avoid using brick, concrete, or wrought iron steps for wooden front porches; these material combinations are discouraged, but acceptable.
5. Do not use pre-cast concrete steps on entrances that are readily visible from the street.



Preserve and maintain porch elements such as this column at 107 Estrada Street.

PORCH STAIRS/RAILINGS

6. Match the style and appearance of the porch in replacement railings. Simple painted wood railings with balusters between the top and bottom rail are generally appropriate.

7. If desired, add wooden or metal handrails in keeping with the style and design of the building.

8. In most cases, balusters or railings must be a minimum of finished dimensions of three inches by three inches.



These porch steps are appropriate designs for rebuilding stairs on older houses or for new construction (115 Estrada Street).



This is an appropriate new design for a porch railing (801 White Street).



Simple porch columns and railings are recommended for vernacular dwellings such as on this rebuilt porch (714 San Fernando Street).

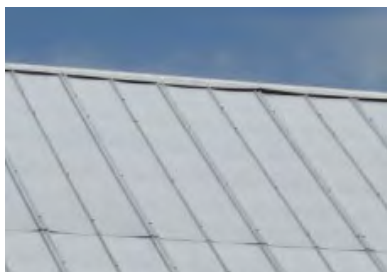
ROOFS

1. Retain, maintain, and repair historic roof forms and materials.
2. Replace individual damaged roofing elements.
3. If overall deterioration is beyond repair, install substitute materials that will best support the historic character of the building and the district. Match original materials whenever possible.
4. Keep gutters and downspouts clean and well maintained.
5. Repair leaking roofs, gutters, and downspouts.
6. Secure or replace loose or deteriorated flashing. If aluminum is used for flashing, fasten it with aluminum nails and paint.
7. Insure proper ventilation to prevent condensation.
8. Provide adequate anchorage for the roofing material to guard against wind and water damage.
9. Check seams of metal roofs and keep metal surfaces painted except for copper roofs, which are protected by their patinas.
10. Use metal fasteners on metal roofs that are compatible with the roofing material.

11. If supporting material has deteriorated below a slate or cement-tile roof, carefully remove and retain the tiles, repair the supports, and reinstall the tiles using copper nails to nail slate tiles to the roof.
12. If solar panels, skylights, rooftop satellite dishes, or other modern roof elements are installed, locate them out of public view. Use the smallest satellite dish possible.



Original roof shapes should be retained (808 San Fernando Street).



Metal roofs are also appropriate replacement materials (919 White Street).



The use of wood shingle roofs as a replacement material is appropriate for contributing dwellings (910 San Fernando Street).



Retain roof features like gable dormers (714 San Fernando Street).

SIDING

1. Retain and maintain historic siding and exterior materials.
2. Nail warped or loose shingles back in place.
3. Repair damaged historic sid-

ing and exterior materials with materials that match the historic materials. See the guidelines for wood or masonry for detailed repair information.

4. Repair stucco by removing loose material and patching with a new material that is similar in composition, colors, and texture.
5. Replace historic siding and shingles only as required and with materials that match the original as closely as possible.
6. If historic siding was removed or covered prior to the adoption of design guidelines or becomes damaged beyond the reasonable possibility of repair, the use of synthetic replacement siding may be permitted.
7. If synthetic siding is used, choose siding that most closely matches the shape, size, profile, and texture of wood siding. Hardboard products such as smooth cementitious siding are preferable to vinyl or aluminum siding. Vinyl siding is not permitted.
8. If feasible, remove synthetic siding and restore the historic siding material.



Original wood siding at 808 San Fernando Street.



Preserve original wood shingle siding such as at 818 San Fernando Street.

WINDOWS

1. Retain and maintain historic windows.
2. Patch, paint, putty, and weatherstrip historic windows as needed in order to restore them to their original conditions. See guidelines for wood for more detailed repair information.
3. Replace historic windows only if they are damaged beyond reasonable repair. A good test for condition is to jab the sill or bottom rail of the frame with an ice pick; if the pick penetrates more than half an inch into the wood, the frame may require replacement.
4. If replacement of historic windows is required, use replacements that closely match the historic windows in size, type, and material.
5. For energy conservation, add storm windows rather than replacing the historic window with substitute windows. If the majority of windows are beyond reasonable repair, wood windows should be replaced with wood windows to match the original.
6. Reuse serviceable window hardware and locks.
7. Retain historic blinds or shutters.
8. If new blinds or shutters are installed, the preferred design are those constructed of wood, sized and installed like historic working ones that are operable.
9. Use storm windows that are white or painted to match the window trim.
10. Use storm windows that are full-view or with internal elements that match those of the windows.
11. Do not change the number, location, size, or glazing pattern of windows by cutting new openings, blocking in windows, or installing replacement sashes that do not fit the historic openings.
12. Do not use bars in windows visible from the street.
13. Do not use snap-in or flush muntins.



Above: Original two-over-two wood sash window (808 San Fernando Street).

Below: The window screens are difficult to see, allowing for full view of the original six-over-six wood sash window (902 Ladies Street).



Recommendations:

- Improve the thermal performance of existing windows and doors through adding or replacing weather stripping and adding storm windows which are compatible with the character of the building and which do not damage window frames.

- Awnings should be historically appropriate and consistent with the architectural style and period of the building. Awnings should follow the lines of window or door opening they are intended to cover.

Avoid:

- Installing heating/air conditioning units in window frames when the sash and frames may be damaged. Window installations should be considered only when all other visible heating/cooling systems would result in significant damage to historic materials. If installation proves necessary, window units should be placed on secondary elevations not readily visible from public thoroughfares.

WOOD

1. Follow the guidelines for paint to help prevent moisture damage to all wood surfaces.
2. Remove vegetation that grows closely to wood.
3. Eliminate excessive moisture problems by repairing leaking roofs, gutters, and downspouts. Secure or replace loose or deteriorated flashing and insure proper ventilation.
4. Recaulk where rainwater might penetrate a building. These areas include junctions of dissimilar materials or construction joints such as siding and corner boards. Remove old caulk and dirt before recaulking. Refrain from caulking under individual siding boards or windowsills.
5. If wood is beginning to rot, dry it thoroughly and treat it with fungicide. Waterproof it, then fill any cracks and holes with putty and sand. Caulk between the wood members when necessary, then prime and paint the wood.
6. If wood is partially decayed, fill and strengthen it by applying semi-rigid epoxy into the decayed

wood and allowing it to harden. Then fill, patch, sand, and paint the consolidated wood. Caulk between the wood members when necessary, then prime and paint the wood.

7. If wood boards are split too wide to repair with putty, pry the crack or split wide enough to apply a strong exterior glue, then press the sections back together and use finishing nails to hold them together while the glue dries.
8. For convex warped boards, drill several holes along the centerline of the board. Insert countersunk screw (countersink enough so that screw heads end up below the surface of the board) and gradually tighten the screws to pull the board flush. Wet the board down during this procedure to avoid splitting. The procedure should be gradual, perhaps even taking days.
9. For concave warped boards, use a row of finishing nails at both the top and bottom edges to pull the edges back down. Countersink the nail heads and fill the holes with putty.
10. When a portion of a wooden board is too

deteriorated for repair, use a circular or hacksaw to remove the damaged portion as close to the edge of the board above as possible. Then replace the section with a section or board that matches the existing boards in size and profile by nailing it in place, countersinking the nails, puttying the nail holes and any cracks, and painting the area.



Original wood shingles at 801 San Fernando Street.

CONNECTING ELEMENTS

Connecting Elements are those architectural components that link Principal and Secondary Structures. Connecting Elements include but are not restricted to **porches, pergolas, colonnades, loggias, Florida rooms, breeze-ways, and carports**. Additions of connecting elements to historic structures must be taken on with great care from both an architectural and technical point of view. Connecting elements are not restricted to the 45% maximum coverage of the building elements in order to maintain the “out of doors” lifestyle present in the town for generations.

SITE FEATURES

1. Retain and maintain historic fences and walls.
2. Construct new fences and walls using materials that predominated historically or that visually match these materials. Wood or metal for new fences and stone for new walls are generally appropriate materials. Vinyl fences are not permitted per the LDC.
3. Paint new wooden fences to complement their adjacent houses. New wood fences in front yards should be less than four feet tall and with pickets set less than three inches apart and less than four inches in width.
4. New metal fences should be less than four feet tall.
5. Use solid wood board fences in back yards only. Construct them to be less than six feet tall and paint them to blend with the building.
6. Chain link, split or horizontal rail, railroad tie, or timber fences are discouraged, especially where in public view.
7. Decks should be located on rear elevations out of public view, as they are not historic features.

8. Ensure that modern conveniences (such as TV dishes, HVAC units, ADA ramps) are out of public view or are adequately screened.



Appropriate wood picket fence design at 807 White Street.



This privacy fence is an appropriate location and design in the back yard of 902 San Fernando Street.



Appropriate screening of HVAC unit (715 San Fernando Street).



Modern additions such as decks or satellite dishes should be placed on rear elevations (215 Amelia Street).

3.11 Relocating Buildings

Relocating a building is a last resort to avoid demolition. From a preservation perspective, relocating a building has many negative consequences. First, the context of the building is lost. The association with the surrounding natural and built environment is destroyed. Left behind are sidewalks, retaining walls, and landscape features that make each building unique.

Moreover, many of the character-defining features that contribute to the architectural significance of a building have to be removed or are seriously damaged as a result of relocation. These include foundations, porches, chimneys, and interior finishes, particularly plaster. Structural damage can also result. The loss of a building's historic context and many of its features conflicts with Standard 2.

Furthermore, an improperly relocated building can have a negative impact on the setting of existing buildings in a new location. Side and front setback, orientation, scale, mass, and individual features of existing building should be considered when choosing an appropriate site.

Despite the negatives, relocation is preferable to

demolition. This is particularly true with regard to buildings whose significance is primarily architectural. There are several criteria to be considered when reviewing a proposal to move a building to a new site. They are essentially the same as those for compatible infill. The built environment for the new site should be similar to the old one in terms of the age of the surrounding buildings, their height, materials, setback, and architectural details. If not properly planned and executed, a relocated building can be just as incompatible as a poorly designed infill structure.

Recommendations:

- Retain the historic relationship between buildings and streetscape and landscape features.
- Move a building only when there is no alternative to its preservation. Provide documentation that there is no feasible alternative for preserving a building at its historic location.
- To mitigate the impact of the relocation, move the building to an existing vacant lot within the historic district in which it is located.
- In choosing a new site for a

moved building, select a setting compatible with the original. Consider the age of the surrounding buildings, their height, mass, materials, setback, and architectural detailing.

- Properly locate the moved building on its new site. Place the building so that the orientation of its principal facade and front and side setbacks are compatible with surrounding buildings. (See 4.1 for more on building placement.)

- Provide a new foundation whose design, height, and facing materials match those of the original. Salvage original foundation materials where possible for re-use as a veneer on the new foundation.

Avoid:

- Relocating a historic building thus destroying the historic relationship between buildings, features and open space.
- Relocating a building not threatened by demolition.
- Relocating a building outside a historic district.

- Destruction or alteration of significant features, structures or archaeological sites at the new location.

- Improperly locating a building on its new site so that its orientation and front and side setbacks are incompatible with surrounding buildings.

- Placing the building on a new foundation whose design and materials are incompatible with the original. Examples include slab foundations or unfinished concrete blocks.

3.12 Demolition

Demolition exerts a negative impact on a historic district. Eliminating a building from a streetscape is like pulling teeth. Either a conspicuous void is created, or the replacement is usually less well-designed and constructed than the original.

In some instances, demolition may be appropriate and may even enhance a historic district, building, or site. Non-historic buildings whose designs are not in character with its surroundings can be removed with no negative impact. Likewise, under certain circumstances, non-historic or non-significant components of a building

complex can be removed. There are several factors to consider in the removal of such components. These include whether the components are secondary structures; lack historical, engineering, or architectural significance; do not comprise a major portion of a historical site; or the absence of persuasive evidence to show that retention of the components is not technically or economically feasible.

Demolition of non-significant additions may also be appropriate. Demolition may be undertaken if the addition is less than fifty years old, does not exhibit stylistic details or fine workmanship or materials, was added after the period of significance of the building or district; is so deteriorated it would require reconstruction; or obscures earlier significant features.

Avoid demolition of significant outbuildings and additions. Carriages houses and garages can be significant components of building complexes. Many buildings in a district have had additions, new ornament, storefronts, porches, windows, wings, and additional stories. These changes might have gained significance in their own right and should be retained under Standard 4. Assessing significance of later additions requires careful professional

review and should be done on a case by case basis.

Recommendations:

- Approval for any demolition of a primary building or structure (contributing or non-contributing) located within a locally designated historic district or the CRA shall be submitted by the property owner to the HDC.

- No building or structure in a locally designated historic district or the CRA shall be demolished without approval by the HDC, unless by a superseding order of a government agency or a court of competent jurisdiction.

- Certificate of Approvals for demolition applications are to be heard in accordance with HDC hearing requirements for Certificate of Approval applications and noticed in accordance with City requirements for public hearings.

- Requests for demolition must follow the additional guidelines set forth in the LDC.

Recommendations:

- Identify, retain, and preserve buildings which are important in defining the overall historic character of a historic district or neighborhood.
- Retain the historic relationship between buildings and landscape and streetscape features.
- Remove non-significant buildings, additions, or site features which detract from the historic character of a site or the surrounding district or neighborhood.

Avoid:

- Removing buildings which are important in defining the overall historic character of a district or neighborhood so that the character is diminished.
- Removing historic buildings thus destroying the historic relationship between buildings, features and open space.
- Removing a historic building in a complex, a building feature, or significant later addition which is important in defining the historic character of a site or the surrounding district or neighborhood.



There are currently numerous vacant lots in the Old Town district.

3.13 Accessibility

The Americans with Disabilities Act (ADA) extends comprehensive civil rights to individuals with disabilities. Historic properties, including buildings, sites, and landscapes, are not exempt from the ADA and must comply with its regulations. However, as with other alterations, historic properties can generally be made accessible while preserving their architectural character through careful planning and sensitive design.

Modifications for accessibility should be compatible with the property under Standard 9 and reversible under Standard 10. They should be in scale with the property, visually compatible in terms of their design and materials, but be differentiated from the original. They should be reversible so that if removed in the future, the essential form and integrity of the property would be unimpaired.

Qualified historic properties include properties listed in or eligible for listing in the National Register of Historic Places and those designated under state or local law. Owners of qualified properties must first consult with the State Historic Preservation Officer (SHPO) or a preservation specialist before using the alternative minimum

requirements as opposed to adding or making accessibility changes. Details of ADA requirements can be found through a qualified building or design professional.

Recommendations:

- Review the historical significance of a property and identify character-defining features.
- Assess the property's existing and required level of accessibility.
- Evaluate accessibility options within a preservation context.
- Comply with barrier-free access requirements in such a manner that character-defining spaces, features, and finishes are preserved.
- Work with local disability groups, access specialists, and historic preservation specialists to determine the most appropriate solution to access problems.
- Provide barrier-free access that promotes independence for the disabled person to the highest degree practicable, while preserving significant historic features.

- Provide barrier-free access through removable or portable, rather than permanent, ramps.

- Design new or additional means of access that are compatible with the historic property and its setting.

- If providing barrier-free access threatens the integrity of a historic property, consult the SHPO about using the alternative minimum requirements.

Avoid:

- Designing new or additional means of access without considering the impact on the historic property and its setting.

- Altering, damaging, or destroying character defining spaces, features, and finishes while making modifications to a building or site to comply with barrier free access.

- Installing permanent ramps that damage or diminish character defining spaces.

- Providing access modifications that do not provide a reasonable balance between independent, safe access and preservation of historic features.



CHAPTER 4: DESIGN GUIDELINES FOR NEW CONSTRUCTION

CHAPTER 4—BUILDING TYPOLOGY: NEW RESIDENTIAL CONSTRUCTION

4.1 The Importance of Building Setting and Placement

Proper placement of buildings within the lots and blocks is essential to maintain the historic character of Old Town. The spatial relationship of all buildings, from a main residence to a garden shed, creates a pattern of solids and voids that directly affects the appearance, use and public memory of Old Town. Changing the pattern of building placement can drastically change the character of a town. The current LDC calls for a five-foot setback, for example, which reflects the historic pattern in Old Town.

The density of buildings in the town has not changed appreciably since its founding in 1811. The current lack of density is one of the appealing things about Old Town, but significant new construction will change this pattern forever. Old Town is not a period museum piece, but a town where growth and change is a natural process.

Old Town has been zoned OT-1 and OT-2, and has a high-density residential future land use designation. The OT-1 and OT-2 districts are intended to protect the unique historic features of the single-family residential areas. They are

intended for the development and maintenance of single-family residence dwellings and their customary accessory uses on the same lot. Limited neighborhood commercial uses may be allowed in the OT-2 district. The OT-1 and OT-2 zoning has specific requirements for building coverage and placement to respect the original grid pattern of the peonia and media peonias.

The Building Placement Guidelines help maintain a balance between density and a sense of vacancy and openness that has been a part of life in Old Town for over two hundred years.

The placement guidelines outlined in this section are based on a careful study of placement patterns of existing buildings in Old Town, related towns with Spanish origins such as St. Augustine, Florida and Spanish Town in Jamaica (a town having a Law of the Indies Grid overlaid with Georgian buildings), a survey of small towns in North Florida, and principles of small town design provided by the *Small Town Designbook* (1981, James F. Barker, et. al).

The building placement guidelines apply to all structures including primary buildings and out buildings such as garages, garage

apartments, workshops, gazebos and storage facilities. New primary structures are required to front the street directly and have a five-foot setback on all street edges. The mass of buildings will help the streets appear as a distinct visible space as one moves through the town. Given the absence of sidewalks in Old Town, buildings will appear to be set back further into the lots than a community with sidewalks and raised curbs like downtown Fernandina Beach. Minimal setbacks within the blocks called “lot visibility corridors” create spaces between private property and maintain the visibility of the historic lot divisions as more residents move into town.

4.2 General Approach to New Residential Construction

In the following sections, guidelines covering the basic design of new residential buildings and sites will be discussed. The major emphasis, aside from building placement in the historic plan, is on appropriate scale and construction rather than appropriate architectural styles. Building form is discussed in the context of building typology rather than architectural styles. Typological discussions concentrate on the architectural elements that make a building compatible with the context of Old Town. Variances may be granted on the basis of LDC criteria. These guidelines do not supersede existing codes covering health and safety issues.

4.3 Building Elements

Building Elements are subdivided into **Primary Buildings** and **Out Buildings**.

A **Primary Building** is defined as the principal unit of occupation. In Old Town, this usually refers to a private dwelling unit due to the residential nature of the town. This definition also applies to appropriate commercial or institutional buildings allowed under the LDC.



This dwelling at 1010 Someruelos was designed with a stucco and wood exterior, hipped roof and porches on the main façade. Its overall design is compatible with the historic architecture in the district.

Out Buildings are ancillary to the primary structure in size and degree of occupation. Out Buildings may be attached by Connecting Elements (recommended with details covered in the next section) or remain detached. Out Buildings include, but are not limited to, garage apartments, garages, storage sheds, greenhouses, workshops, gazebos, and playhouses.

This section covers the connection of buildings to the ground, building heights, roof forms, massing relationships of Building Elements, and the integration of Connecting Elements to achieve diversity. Setting and Landscape Elements are addressed in Chapter 5.

The term Building Typology refers to the orderly arrangement of all architectural and landscape components. This term is used here instead of style in order to emphasize the spatial characteristics of a structure in the historic plan, rather than its surface appearance. Detailed studies of style are appropriate in historic districts such as nearby downtown Fernandina Beach due to a more consistent architectural fabric.

Since the buildings in Old Town are few in number and generally not “historic” by formal definitions, this section presents a set of design principles that may apply to many different styles. The reader will find that much of the discussion centers on careful placement onto the Spanish Plan both in plan and elevation.

During the period of Old Town’s founding and subsequent occupation, many building strategies were practiced. Although little evidence remains from the period of record, building traditions from New Spain, the American Colonies of the South, and the Caribbean are tapped as resources in this guide. The lessons of these modest domestic and public buildings demonstrate an inventive use of local materials, careful consideration of climate (largely due to the fact they did not have air conditioning) and attention to construction details. In contemporary culture, where air conditioning is expected and materials can be purchased from anywhere in the world, the traditional restrictions of place are less influential.

Detached outbuildings are encouraged over attached ones. Detached garages and other accessory buildings are more historically accurate. Garages should not be built into a primary structure. The general consensus in the Old Town neighborhood is for detached garages versus designed garage space below principal living space.



New outbuildings in Old Town are most often garages which can be two-stories such as 715 San Fernando Street (above) or one-story as at 801 White Street (below).



4.4 Residential Building Design

Old Town has remained in a steady state since 1821. The influx of new residents attracted by the casual environment of the area and currently inexpensive land values will inevitably bring different lifestyles and construction ideas to the community. The tendency to apply contemporary building practices geared towards larger scale developments is an anathema to the subtle characteristics of Old Town. Even the excellent examples of nineteenth-century architecture in downtown Fernandina Beach are often too large and elaborate for this small community.

New construction poses a special problem for historic districts because its design, materials, scale, massing, and setbacks have often been out of context. In some instances compatible design can in fact save money. For example, when new construction shares a common setback with historic buildings located close to a street edge, water and sewer connections are less expensive. In addition, reduced land cost of smaller lots translates to more affordable housing.

Sound planning and design can reinforce and respect the existing patterns of a historic district. Successful

contemporary design does not have to imitate demolished or extant buildings to be successful. Rather, it picks up significant themes, such as height, materials, roof form, massing, setbacks, and the rhythm of openings to insure that a new building fits with its context.

While the Secretary of the Interior's Standards are oriented toward rehabilitation of existing historic buildings, Standards 2, 3, and 9 apply to new construction in historic districts and near individual landmarks. Under Standard 2 the setting of historic buildings should be preserved when new construction is undertaken. The relationship of the new construction to adjacent buildings, landscape features, streetscape features and open spaces should be considered. New construction adjacent to historic buildings can dramatically alter the historic setting of neighboring buildings or the district. Such construction should not create a false sense of historical development through the use of conjectural features or stylistic elements drawn from other buildings under Standard 3. Under Standard 9 new construction is appropriate as long as it does not destroy significant historic features, including designed landscapes, and complements the size,

color, material, and character of adjacent buildings and their historic setting.

The following general criteria are used for the review of new construction including additions to historic properties.

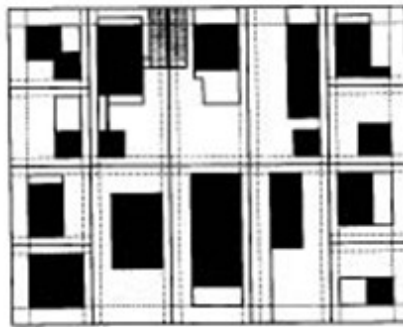
- **Follow Existing Zoning:** New construction must conform to the OT-1 and OT-2 requirements as set forth in the Land Development Code.
- **Placement on the Grid:** Normally referred to as setbacks: the careful location of buildings on the historic grid and property lines is one of the key elements to designing in context within Old Town. Setbacks are the distances a buildings are located from property lines. Buildings in historic districts often share a common front and side setback. Setbacks in Old Town are referred to as "Lot Visibility Corridors." In locating new buildings, the front, side, rear and mid block setbacks should be maintained.

Lot Coverage: Lot coverage is another important visual quality. This often results in common sized buildings and a characteristic rhythm of built versus open space on a site. The total building coverage on one peonia shall not exceed 45% of the lot.

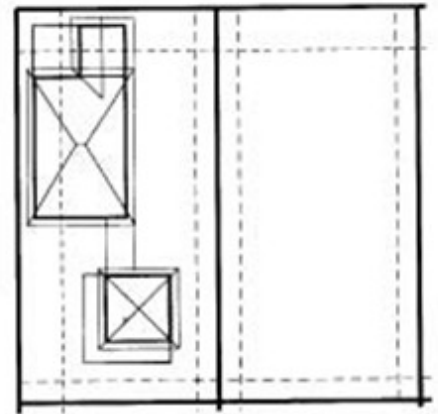
Building Massing: Most buildings in Old Town are simple in plan and maintain a hierarchy of primary structure and out buildings. Buildings grow in a “piece-meal fashion,” i.e., through the addition of simple volumes.

Height: The height of buildings in Old Town varies considerably. Most districts, particularly at the block level, are similar. The height of new construction should be compatible with surrounding historic buildings but cannot exceed 35’ (thirty-five feet).

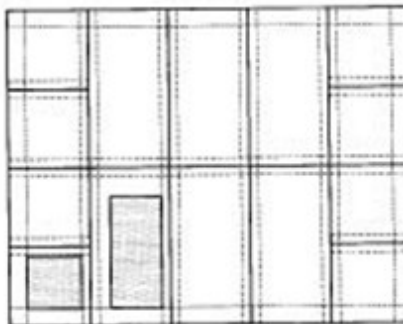
Proportion of openings: Window openings in historic districts often share similar size, spacing, and shape. On many buildings, particularly the Colonial Revival and other classically inspired styles, they are stacked with a narrow space between them. Other styles, particularly the Queen Anne, exhibit randomly placed openings.



Placement on the grid.



Building massing.



Lot coverage.



Building height.

Climate: New construction should be built in keeping with the climate of north Florida. The use of tall floor to ceiling heights, large porches and verandas, wide roof eaves, and the plantings of shade trees on southern exposures are all desirable elements for new construction.

Roof Forms and Surfaces:

Roofs are highly visibly components of historic buildings in Florida. They are an integral part of a building's overall design and often help define its architectural style. Roof forms comprise an important part of streetscapes in historic districts throughout Florida and create a unified rhythm with neighboring buildings. The most numerous residential roof types in the state are gable, hip, or a combination. Other common examples are pyramidal, gambrel, and clipped gable (jerkinhead). Flat roofs with parapets pre-dominate in commercial districts.

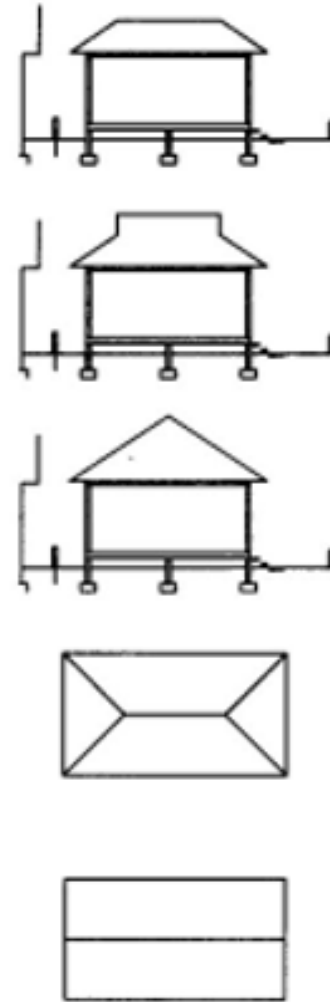
Similar roof form and pitch are characteristics of buildings in many historic buildings. Although not of consistent pattern, nearly all residential buildings in Old Town have simple pitched roofs, with gable or hip the predominate types. Gambrel, pyramidal and clipped gable (jerkinhead) are also found in various combinations. Commercial buildings that are allowed by code may have flat roofs with a parapet.

Roofs perform an essential function in keeping a building weathertight. As a result, they

are particularly subject to change. In Florida the most common original roofing materials were embossed or crimped sheet metal and sawn wood shingles. Virtually all original wood shingle coverings have been removed and often replaced with ornamental sheet metal.

Recommendations:

- Design new construction with simple roof forms with time tested detailing. Preferred examples stem from historical forms that have emerged from the climatic, cultural and material influences of the region.
- Replace deteriorated roof surfacing with matching materials or new materials, such as composition shingles, tabbed asphalt shingles, or metal in shades that match the original in composition, size, shape, color, and texture.
- Install mechanical and service equipment, transformers, or solar collectors when required for the new use so that they are inconspicuous from the public right-of-way.



Above: Various roof forms in plan and section.

Materials: The predominate construction material in Old Town is wood. Other common historic materials are brick and stucco. Materials that are compatible in quality, color, texture, finish and dimension to those common to the district should be used.

The use of sustainable materials in new construction is highly encouraged. Siding materials such as cementitious siding are appropriate for Florida's climate and the smooth finish is compatible with the appearance of wood siding. Vinyl siding is not a sustainable material and is discouraged in the district. Other materials such as recycled roof shingles, bamboo and other renewable products should be considered when planning and designing a new building in the district.

Foundations: Most historic buildings in Old Town and throughout Florida rest on raised masonry foundations, either continuous foundation walls or piers. Although brick is the most common material, there are also numerous examples of other foundation types, including beveled and rock-faced concrete block, and coquina. Some buildings, particularly Bungalows, feature foundation elements as an

important part of the overall design of the facade. Historically, lattice, pierced brick, and continuous brick or other masonry generally constituted infill between foundation piers. These infill materials protected the underside of a building, allowed ventilation, and, in some instances, provided additional decoration.

Pierced brick and lattice are examples of compatible contemporary infill. Pierced continuous brick infill, a pattern of bricks laid with air space between the end surfaces, can easily be added to a foundation, providing ventilation, continuous support to the sill plates, and a historic appearance. Lattice infill can be purchased in prefabricated panels and installed between masonry piers. Square criss-cross lattice infill is also an appropriate infill material.

Recommendations:

- Raise new construction above the ground on piers or continuous foundations.
- Maintain open spaces between piers.

Avoid:

- Designing buildings with slab on grade foundations.
- Vinyl lattice/pier infill.
- Enclosing a pier foundation with continuous infill that prevents ventilation and destroys the openness of the feature.



The new dwelling at 807 White Street was designed with a pier foundation infilled with lattice panels.

Windows and Shutters: The placement, design, and materials of windows is a significant part of the architectural character of a building. Common historic windows in Florida are double hung sash in a 1/1, 2/2, 6/6 multi-light pattern.

The rhythm of window and door openings is an important part of the character of buildings in Florida. Factors to consider include the size and number of historic windows in relationship to a wall surface and their pattern of repetition; their overall design and detailing; their proximity to ground level and key entrances; and their visibility, particularly on key elevations.

The use of “bahama” shutters on new dwellings is appropriate as at 919 San Fernando Street (above). Double-hung sash windows are recommended in the historic district for new dwellings as seen at 820 Someruelos Street (below).



Muntins: It is recommended that window muntins are raised rather than flush or snap-in.

Awnings: Canvas awnings were sometimes featured on buildings in Florida. They are functional, decorative, and appropriate to the many historic buildings particularly Mediterranean style buildings, bungalow, and commercial buildings. New awnings should be of compatible contemporary design. They should follow the lines of the window opening. Round or bell shaped are appropriate for Mediterranean styled buildings. Angled, rectangular canvas awnings are most appropriate for flat headed windows and storefronts. Fiberglass and metal awnings and awnings that obscure significant detailing are inappropriate.



Connecting Elements:

Connecting Elements are those architectural components that link Principal and Secondary Structures with each other or act as a transition to the landscape. Connecting Elements are considered to be enclosed spaces that are not permanently conditioned. Connecting Elements create openness and give human scale to the Building Elements and allow owners to take advantage of the climate. Connecting elements are not restricted to the 45% maximum coverage of the building elements in order to maintain the “out of doors” lifestyle present in the town for generations.

Connecting Elements include but are not restricted to **p o r c h e s , p e r g o l a s , c o l o n n a d e s , l o g g i a s , F l o r i d a r o o m s , b r e e z e - w a y s ,** and **c a r p o r t s .** The design of Connecting Elements must be compatible with the typology and scale of the Building Elements, but these elements can take on many inventive forms to achieve this result.



Porches are used as connecting elements for new construction. Above is a connected two-story porch at 919 San Fernando Street (above) and a wraparound porch at 1016 San Fernando Street (below).





This 2001 dwelling was designed with a large porch on the main façade and wide eaves (115 Estrada Street).



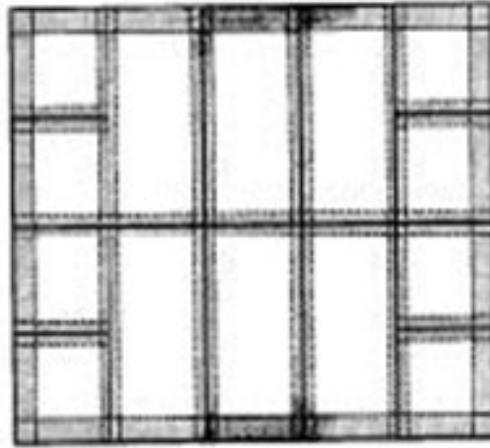
The materials and design of this two-story dwelling at 807 White Street are appropriate for the climate of north Florida.

4.5 Lot Visibility Corridors

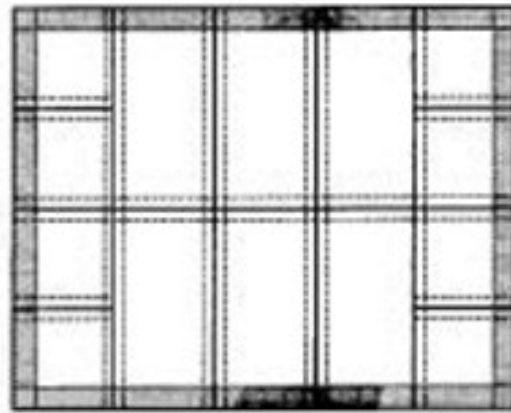
The term *Visibility Corridor* is used in place of “setbacks” to emphasize the spatial effect of building placement. Careful siting of properly scaled building elements on a lot ensures that the historic lot divisions remain visible regardless of the architectural style or number of buildings that exist within the town at any given time. The Visibility Corridors are subdivided into Frontage Corridors, Sideyard Corridors and Mid-Lot Corridors.

4.6 Frontage Corridors

The Frontage Corridor is a lot line with a minimum setback of five feet. Connecting or Landscape Elements should be built to the zero lot line. This encourages their use to define the private space of the lot and the public space of the street. Out Buildings may not be located on the frontage portion of *peonias* or the corner *media peonia* lots.



Visibility corridors per block.



Frontage corridors.

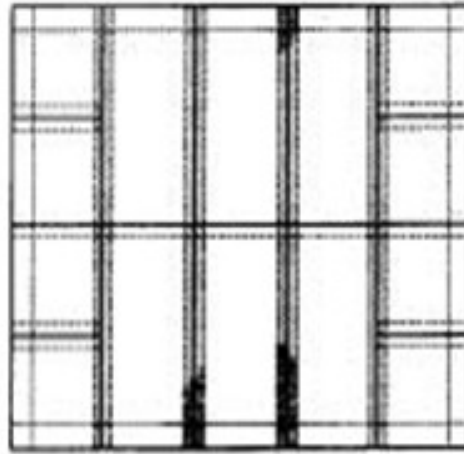
4.7 Sideyard Corridors

A required minimum 5' space separating lots on the north-south orientation is called a Sideyard Corridor. If two or more adjacent properties are owned, then the corridor dimensions are cumulative. Principal and Out Buildings may not cross lot lines without the use of an open space or Connecting Element that maintains the dimensions of the Sideyard Corridor.

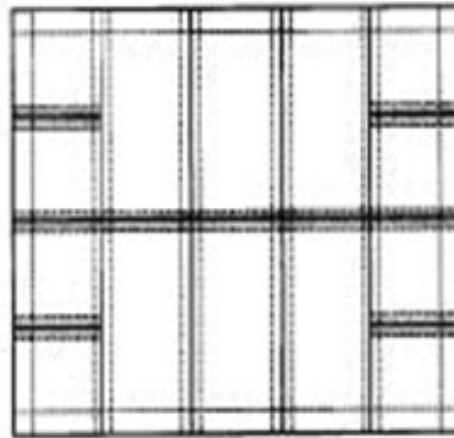
4.8 Mid-Lot Corridors

Mid-Lot Corridors make the historic lot division visible along the east-west orientation. Mid-Lot Corridors on frontage lots make the *media peonia* lots visible and are required regardless of ownership.

On interior *peonia* lots, this corridor appears at mid-block. If an aggregate of *peonias* extends from street to street, a visibility corridor shall be present in the design of the buildings indicating the mid block dimension. Principal and Out Buildings may not cross lot lines without the use of an open space or Connecting Element that maintains the dimensions of the Mid-Lot Corridors.



Sideyard corridors.



Mid-lot corridors.

For example, if an owner holds an entire row of *media peonias* along a north-south street and plans to build the maximum allowable percentage of lot coverage, then all Building Elements must demonstrate a Mid Lot Visibility Corridor at the lot lines.

4.9 Extensions into the Visibility Corridors

Every point of the required Corridors shall be open from its lowest point to the sky unobstructed except for the ordinary projection of sills, belt courses, buttresses, ornamental features, chimneys and eaves provided that none of such projections shall project into a side yard more than 24". Connecting Elements such as balconies, and porches or bay windows may also be allowed as projections under these dimensional restrictions. Landscape elements are not covered under this restriction.



Elevations and photos depicting typical side-yard visibility corridors.

4.10 Lot Density

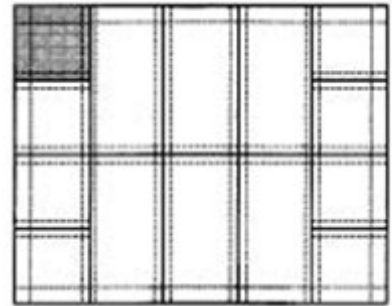
The total single lot coverage of all Building Elements should not exceed 45%. The term “single lot” applies to the two historic lot sizes, the *peonia* (approximate dimensions of 46’-6” x 93’) and the *media peonia* (approximate dimensions of 46’-6” by 46’-6”). If a property owner holds an assemblage of lots then this figure applies to all lots in their possession. For example, if a property owner holds two adjacent *peonias*, then the total amount of Building Elements allowed is still 45% for both lots. This coverage figure helps to insure the openness of Old Town as the town increases in density.

Recommendations

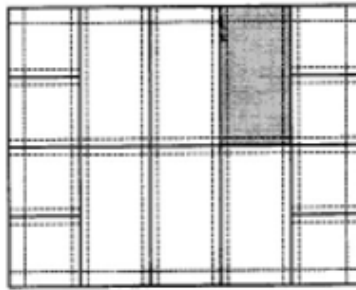
- No more than one primary structure may be placed on a single lot.
- The space between an out building and a primary structure must be a usable space of no less than 5’. The use of Connecting Elements to link primary and out buildings with indoor-outdoor space is strongly encouraged.

- Connecting Elements and Landscape Elements are excluded from this calculation to encourage the design of spaces that take advantage of the climate. Enclosed square footage is easily expanded by the precise use of Connecting Elements such as porches, breezeways, and Florida rooms.

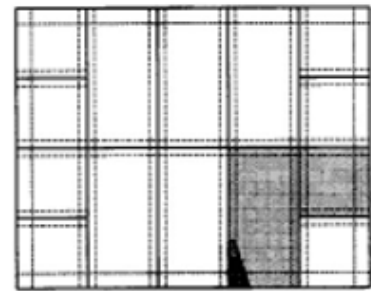
- The number of outbuildings on a lot is limited by the LDC Section 5.01.03.



Media Peonia.



Peonia.



Assembly.

BUILDING TYPOLOGY: NEW COMMERCIAL CONSTRUCTION

4.11 General Approach to New Commercial Construction

The Old Town Historic District zoning OT-2 allows for “limited neighborhood commercial development.” Compatible neighborhood commercial development would include corner grocery stores, bookstores, retail shops, churches, professional offices, specialty food and gift shops, banks, and other neighborhood services. Any new commercial development would be required to be in accordance with lot coverage, height limits, setbacks and other stipulations to conform to the peonia and media peonia grid pattern.

The most compatible neighborhood commercial development in Old Town would follow guidelines including the following:

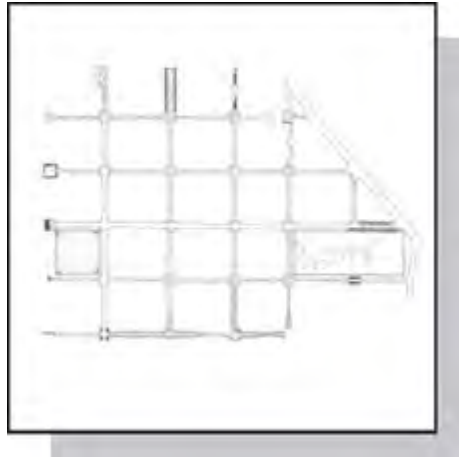
- Frame construction.
- Heights compatible with adjacent buildings but no more than 35’ in height.
- Lot coverage not exceeding 45%.
- Parking at the side or rear of the building.

- Required landscaping and tree preservation on the lot.

- Designs reflective of vernacular 19th century and early 20th century old Florida commercial buildings such as gable front and false front. These designs typically have traditional storefronts, cornices at the roofline, and sash windows.

New commercial construction should follow design characteristics of vernacular Florida architecture in order to be compatible with the historic and infill residential buildings. The examples of a false front commercial building (above) and gable front commercial building (below) are in the Downtown Fernandina Beach Historic District.





CHAPTER 5: SETTING AND LANDSCAPE

CHAPTER 5—DESIGN GUIDELINES FOR SETTING AND LANDSCAPE

5.1 Fences, Walls and Hedges

Fences, walls and hedges can define the private landscape of personal property and make the plan of the town visible. A fence or wall designed in this manner combines personal expression and civic order. The term “fence” generally applies to a light weight construction of wood or metal whereas “wall” applies to a more substantial barrier constructed of stone or masonry. Hedges are lines of enclosure constructed of natural material such as shrubs or flowers. Trees may also be used to define space in the landscape.

Fences and walls designed to permit the passage of light and air are preferred over totally solid construction. Recommended fence and wall materials are wood, stone, masonry, and metal used separately or in combinations. Fences designed with more than two materials are not recommended. Owner designed solutions are recommended over pre-manufactured fences such as “stockade” fencing due to its ubiquitous use and lack of detailing. Chain link fencing is strongly discouraged. Grid wire fencing supported by metal, wood or masonry piers is acceptable if used as a support for plant materials. No vinyl fencing is permitted.

Heights

Recommended fence and wall heights are to be proportional to scale and design of building. A fence or wall may be extended in the front and the rear section if the construction is integrated into the typology of the primary structure. The OT-1 and OT-2 Old Town Zoning allows for a maximum fence height of four feet (4') in front yards and six feet (6') in side and rear yards. Hedges or trees used to enclose space are not limited to these height restrictions except where these heights unduly infringe on adjacent properties.

Placement

Fences, walls and hedges can generally be placed on or within the Lot Visibility Corridor lines. For example, a fence may be placed at the street edge of a property directly on the zero lot line. Owners of adjacent properties may share a barrier on the property line by mutual agreement.



Appropriate side yard fence at 1010 Someruelos.

5.2 Parking

Driveways are not permitted on the frontage portion of any corner lot. This restriction prevents the dangerous congestion of intersections and maintains the pedestrian character of the town.

Driveways shall not be constructed of non-porous surfaces such as asphalt or concrete. This restriction is due to the historic rural character of the town that traditionally has sand, dirt or crushed shell road surfaces.

- Preferred parking surfaces for driveways and vehicle-parking surfaces are crushed shell, gravel, sand, grass-block, sand finished brick, stone, wood timbers, wood chips or grass. The public road surfacing serves as an example of a sustainable solution to the problem of street resurfacing.

- Side by side drives are discouraged regardless of aggregate ownership of lots. The reason for these restrictions is to prevent the domination of the street by space and construction allocated for vehicles. It is recommended that side by side driveways of adjacent properties held by different

owners be divided by a fence or line of vegetation. Owners may elect to share an adjacent driveway by mutual agreement.

- Garages are not permitted in the front section of lots.

- Carports and port-cocheres should be at the side or rear of a building.

- Asphalt and other non-porous materials are prohibited for all road surfaces within the historic district including private drive ways and parking surfaces.

- No side walks or surfacing of the right of way is allowed. The public right of way should remain green and filled with trees as much as possible. All utilities should be placed under ground to allow more full development of tree canopies and prevent damage during storms.

- No fences or walls are allowed in this public area. Connections of private property to the street through the right of way should be minimal.



New driveways in the district should be of crushed shell or gravel such as 820 Someruelos Street.

5.3 Protected + Heritage Trees

The protection of native trees enhances the historical appearance of the district. Existing mature growth trees important to the City's tree canopy are protected and maintained to the fullest extent possible. A tree may not be removed if it is a protected tree or a heritage tree. Protected trees are those of a circumference of five inches or greater, in healthy condition, and not on the list of prohibited or invasive species. A heritage tree is one that the City designates as irreplaceable due to its size, age, and historic, aesthetic, or cultural significance. A heritage tree may not be removed except by specific authorization from the City Commission.

A permit is required to remove a protected tree. At the property owner's expense, a certified arborist may need to provide written notice of the need for removal. Removal permits will be allowed for a protected tree that is diseased or insect-infested, is a hazard to traffic or structures, or prevents access to a lot.

Removed trees must be replaced with approved species to maintain a net zero loss. All development activity shall take protective measures to avoid the damage of trees from



Before lots are developed for new construction, a review of the tree cover and appropriate removal will be required.

mechanical, chemical, and excavating injuries. A tree protection zone shall be established around each tree at a radius relating to its drip line. No activity shall occur within a tree protection zone, and root systems shall also be protected against damage.



Landscaping and trees added to residential lots should be consistent with existing landscaping and tree cover.

5.4 Public Streetscape

The visual appeal of a streetscape includes the location, size, and style of paving materials, lighting, and signs. In Old Town, the street surface of choice is crushed, compacted shell. This ground surface both evokes the historic appearance and allows for penetration of rainfall, preventing run-off and pooling water on streets.

Street signs are a uniform design and color. Their location and design indicate the area encompassed in the district. Any future street improvements in Old Town should promote the historic character of the neighborhood.

5.5 Bosque Bello Cemetery

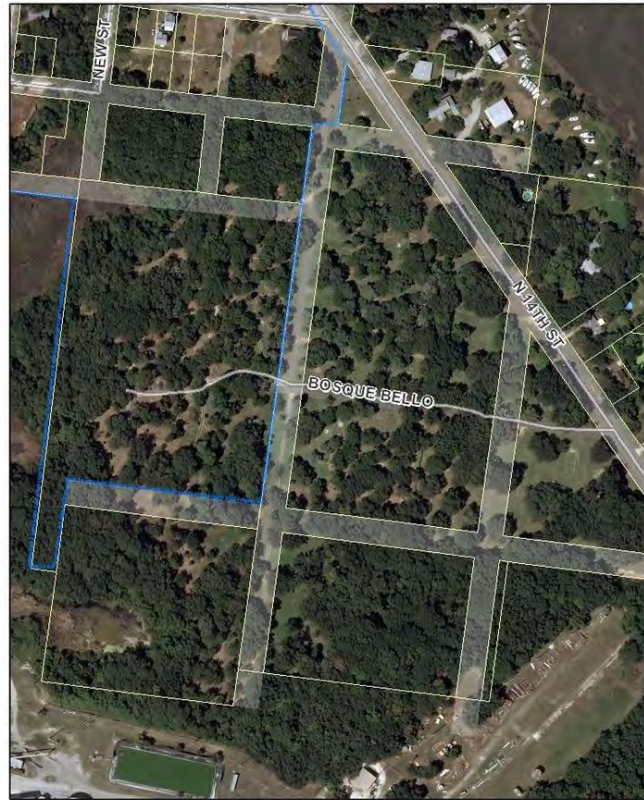
The Bosque Bello Cemetery was established in 1798 and the original section of the cemetery is within the Old Town Historic District boundary. This section of the cemetery is distinguished by its older headstones, mortuary art and large shade trees. This original character should be maintained and guidelines created as needed. Cemetery restoration should be undertaken as needed. Such restoration should be consistent with standards set forth in the publication “Florida’s Historic Cemeteries: A Preservation Handbook” and policies in the City Comprehensive Plan.



The Bosque Bello Cemetery contains some of the oldest headstones and monuments in the city (above and right).

Blue Boundary = Historic District
per City Ordinance 846

Bosque Bello Cemetery
City of Fernandina Beach
c.2013



A section of the Bosque Bello Cemetery is within the Old Town Historic District boundary.



5.6 Maintaining and Repairing the Grid

In the aerial photograph of Old Town taken in 2009, the Spanish Grid plan is still visible despite the many irregularities found at ground level. The grid is the main historical feature of the town and its preservation is of utmost importance. In the following section, four proposals for repairing the grid are presented. Each tolerance level presents a different degree of flexibility in accommodating existing conditions. In all tolerance levels, the road surface of choice is crushed shell compacted and held in place by a ribbon curb system.

It is strongly recommended that all electrical utilities be buried to eliminate visual clutter and allow the tree canopy to encompass the streets.



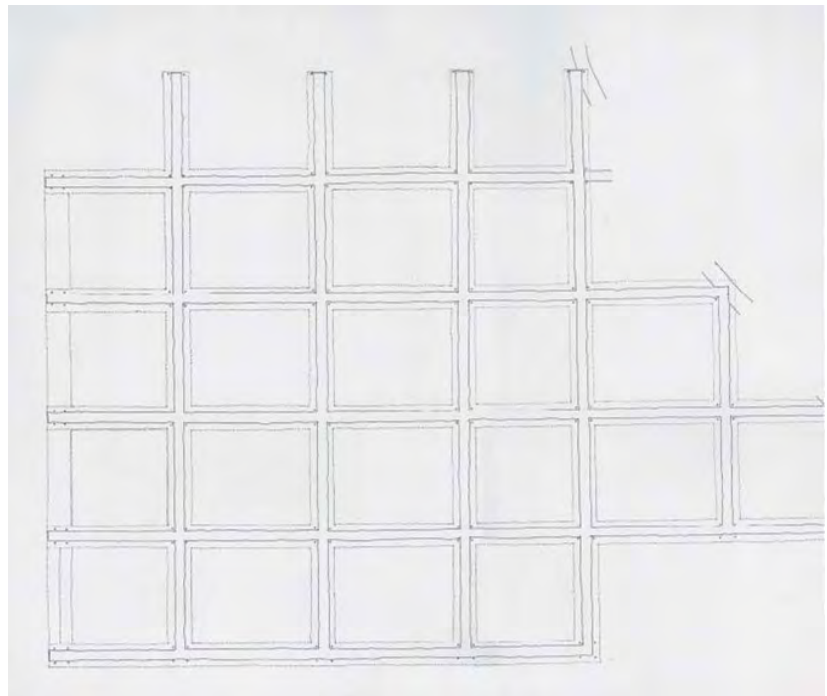
Map of the Spanish Grid, Old Town. This map is from the 1999 guidelines and does not accurately reflect the lot orientation on blocks surrounding the plaza. The 1811 plat of Old Town on page three more accurately represents the plaza lots.



Aerial photograph showing the original grid design of Old Town, 2009.

By holding alterations to the street grid and public rights of way to an absolute minimum, the geometry of the grid, block proportions and public rights of way are maintained. This strict regimen reinforces the discipline of the Law of the Indies plan but provides a neutral background for the individuality of private property. All rights of ways previously closed or left undeveloped are returned to public use in this scheme. The termination of all east-west roads at a precise location recalls the memory of Marine Street (long since eroded) which ran north-south along the Amelia River side of the Plaza. The existing asphalt road surfacing on White Street and Estrada Street is to be removed and replaced with crushed shell as per other streets. All road widths are held to eighteen feet with non-radius corners.

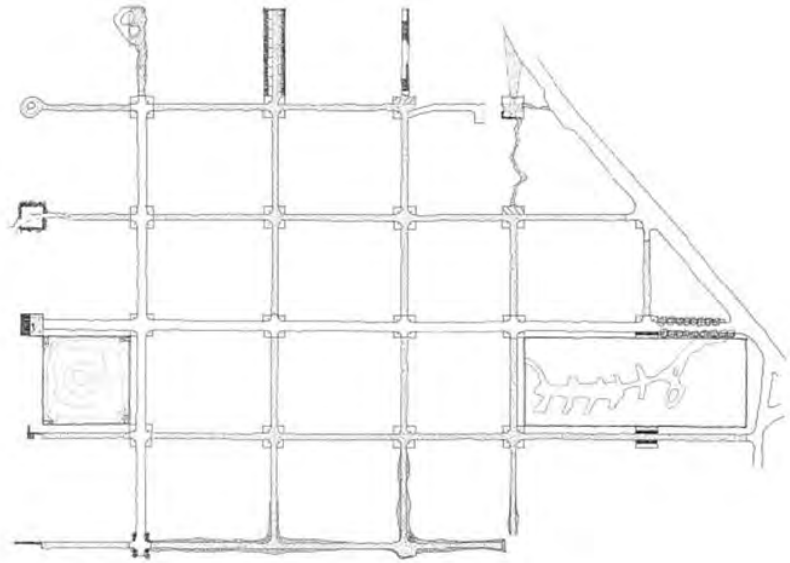
The *miradors*, or river overlooks, located at the ends of all east-west streets are suggested as a public works projects connecting the streets to the waters edge. The design of these structures can be undertaken as a design competition. The structures should be minimal and elegant allowing views of the river and the town. No development of the water front lots is recommended. Erosion of the west slope of the town is significant. Mitigation of this problem is strongly recommended.



LOW TOLERANCE

HIGH TOLERANCE

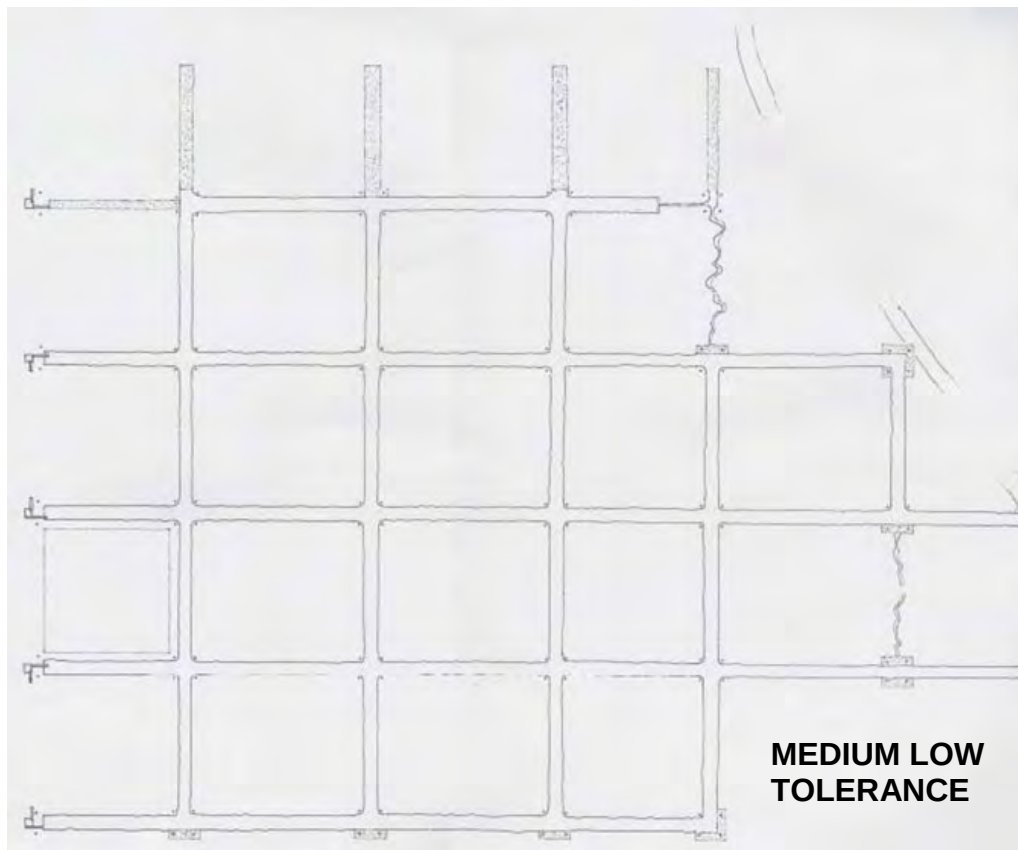
This scheme allows maximum accommodation of existing conditions without sacrificing the abstract precision of the grid. The existing asphalt road surfaces are allowed to remain both as a cost saving measure and a record of the town's development. Other streets are resurfaced using crushed shell. South Estrada and parts of Amelia and Commandant Streets are bermed to prevent erosion in these steeper areas. Grade level pads of stone, brick or grass block mark the intersections of all streets. The dimensions of these pads also mark the boundaries of the public right of ways. Bollard style street poles are located on these pads identifying street names and illuminating the intersections at night with pools of light. At the river ends of the east-west streets are *miradors*, or river overlooks. New and Ladies Streets lead to a tiny park containing locally designed art.



HIGH TOLERANCE

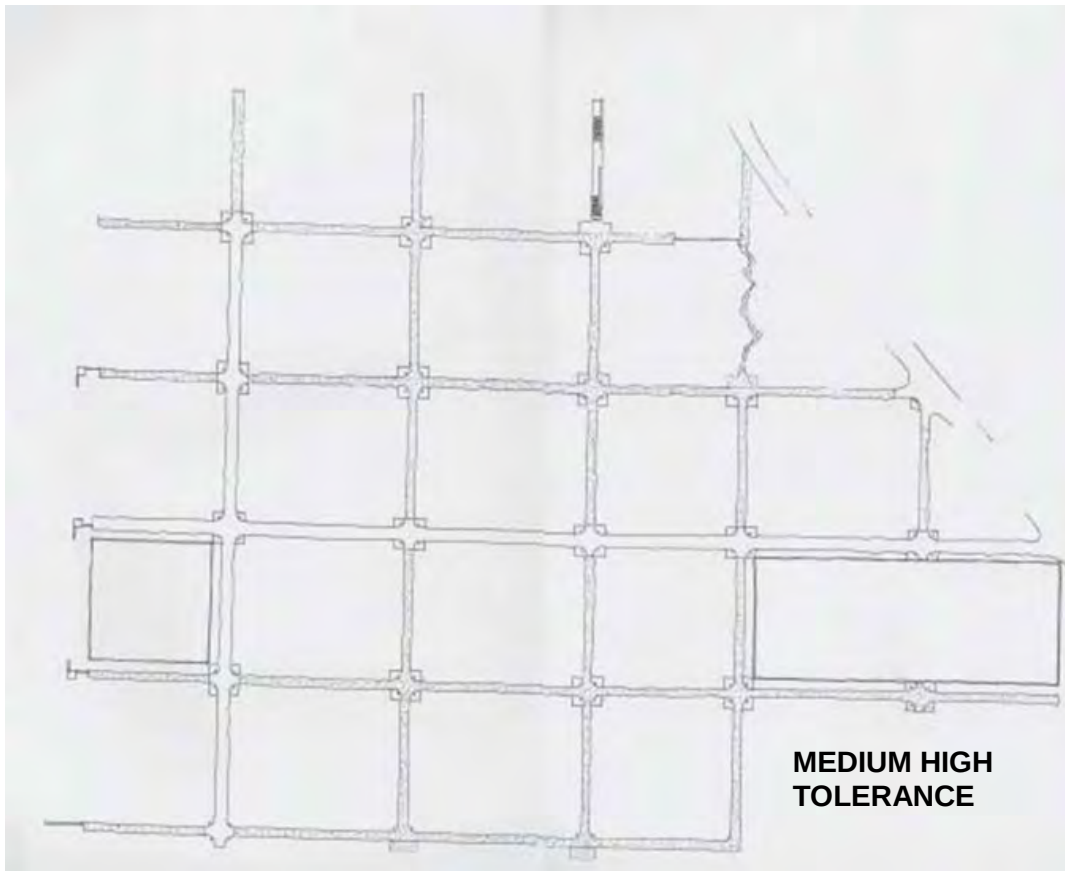
MEDIUM LOW TOLERANCE

This level retains the rigor of the Low Tolerance Level but adjusts for practical requirements. For example, radius corners that conform to Department of Transportation standards are allowed as well as twenty-foot street widths. Notice that the *miradors* proposed in the High Tolerance scheme are retained, but reduced to a minimum size.



MEDIUM HIGH TOLERANCE

In both the Medium High and Medium Low Tolerance levels, strong emphasis is placed on the intersection of the streets using the system shown in the high tolerance level. Historic facts or oral history quotations can be added to the surface of these pads so that walking the town becomes a lesson in local history.



APPENDIX A— TECHNICAL DEFINITIONS

Adaptive Use Rehabilitation of a historic structure for use other than its original use such as a residence converted into offices.

Addition New construction added to an existing building or structure.

Alteration Work which impacts any exterior architectural feature including construction, reconstruction, repair, or removal of any building element.

Building A structure used to house human activity such as a dwelling or garage.

Character The qualities and attributes of any structure, site, street or district.

Configuration The arrangement of elements and details on a building or structure which help to define its character.

Contemporary Reflecting characteristics of the current period. Contemporary denotes characteristics which illustrate that a building, structure, or detail was constructed in the present or recent past rather than being imitative or reflective of a historic design.

Compatible In harmony with location and surroundings.

Context The setting in which a historic element, site, structure, street, or district exists.

Demolition Any act which destroys in whole or in part a building or structure.

Demolition by Neglect The destruction of a building or structure through abandonment or lack of maintenance.

Design Guidelines Criteria developed to identify design concerns in an area and to help property owners ensure that rehabilitation and new construction respect the character of designated buildings and districts.

Element A material part or detail of a site, structure, street, or district.

Elevation Any one of the external faces or facades of a building.

Fabric The physical material of a building, structure, or community, connoting an interweaving of component parts.

Facade Any one of the external faces or elevations of a building.

Harmony Pleasing or congruent arrangement.

Height The distance from the bottom to the top of a building or structure.

Historic District A geographically definable area with a significant concentration of buildings, structures, sites, spaces, or objects unified by past events, physical development, design, setting, materials, workmanship, sense of cohesiveness or related historical and aesthetic associations. The significance of a district may be recognized through listing in a local, state, or national landmarks register and may be protected legally through enactment of a local historic district ordinance administered by a historic district board or commission.

Historic Imitation New construction or rehabilitation where elements or components mimic an architectural style but are not of the same historic period as the existing buildings (historic replica).

Infill New construction in historic districts on vacant lots or to replace existing buildings.

Landmark A building, structure, object or site which is identified as a historic resource of particular significance.

Landscape The totality of the built or human-influenced habitat experienced at any one place. Dominant features are topography, plant cover, buildings, or other structures and their patterns.

Maintain To keep in an existing state of preservation or repair.

Material Change A change that will affect either the exterior architectural or environmental features of an historic property or any structure, site, or work of art within an historic district.

New Construction Construction which is characterized by the introduction of new elements, sites, buildings, or structures or additions to existing buildings and structures in historic areas and districts.

Obscured Covered, concealed, or hidden from view.

Preservation Generally, saving from destruction or deterioration old and historic buildings, sites, structures, and objects and providing for their continued use by means of restoration, rehabilitation, or adaptive use.

Proportion Harmonious relation of parts to one another or to the whole.

Reconstruction The act or process of reproducing by new construction the exact form and detail of a vanished building, structure, or object, or a part thereof, as is appeared at a specific period of time.

Rehabilitation The act or process of returning a property or building to usable condition through repair, alteration, and/or preservation of its features which are significant to its historical, architectural, and cultural values.

Restoration The act or process of accurately taking a building's appearance back to a specific period of time by removing later work and by replacing missing earlier features to match the original.

Retain To keep secure and intact. In the guidelines, "retain" and "maintain" describe the act of keeping an element, detail, or structure and continuing the same level of repair to aid in the preservation of elements, sites and structures.

Re-use To use again. An element, detail, or structure might be reused in historic districts.

Rhythm Movement or fluctuation marked by the regular occurrence or natural flow of related elements.

Scale Proportional elements that demonstrate the size, materials, and style of buildings.

Setting The sum of attributes of a locality, neighborhood, or property that defines its character.

Significant Having particularly important associations within the contexts of architecture, history, and culture.

Stabilization The act or process of applying measures essential to the maintenance of a deteriorated building as it exists at present, establishing structural stability and a weather-resistant enclosure.

Streetscape The distinguishing character of a particular street as created by its width, degree of curvature, paving materials, design of the street furniture, and forms of surrounding buildings.

Style A type of architecture distinguished by special characteristics of structure and ornament and often related in time; also a general quality of a distinctive character.

APPENDIX B—GLOSSARY OF COMMON PRESERVATION TERMS

Addition New construction added to an existing building or structure.

Alteration Work which impacts any exterior architectural feature including construction, reconstruction, or removal of any building or building element.

American bond A brickwork pattern where most courses are laid flat, with the long "stretcher" edge exposed, but every fifth to eighth course is laid perpendicularly with the small "header" end exposed, to structurally tie the wall together.

Apron A decorative, horizontal trim piece on the lower portion of an architectural element.

Arch A curved construction of wedge-shaped stones or bricks which spans an opening and supports the weight above it. (see flat arch, jack arch, segmental arch and semi-circular arch).

Attic The upper level of a building, not of full ceiling height, directly beneath the roof.

Baluster One of a series of short, vertical, often vase-shaped members used to support a stair or porch handrail, forming a balustrade.

Balustrade An entire rail system with top rail and balusters.

Bargeboard A board which hangs from the projecting end of a gable roof, covering the end rafters, and often sawn into a decorative pattern.

Bay The portion of a facade between columns or piers providing regular divisions and usually marked by windows.

Bay window A projecting window that forms an extension to the floor space of the internal rooms; usually extends to the ground level.

Belt course A horizontal band usually marking the floor levels on the exterior facade of a building.

Corinthian order Most ornate classical order characterized by a capital with ornamental acanthus leaves and curled fern shoots.

Cornice The uppermost, projecting part of an entablature, or feature resembling it. Any projecting ornamental molding along the top of a wall, building, etc.

Cresting A decorated ornamental finish along the top of a wall or roof, often made of ornamental metal.

Cross-gable A secondary gable roof which meets the primary roof at right angles.

Dentils A row of small tooth-like blocks in a classical cornice.

Doric order A classical order with simple, unadorned capitals, and with no base.

Dormer window A window that projects from a roof.

Double-hung window A window with two sashes, one sliding vertically over the other.

Eave The edge of a roof that projects beyond the face of a wall.

Elevation Any of the external faces of a building.

Ell The rear wing of a house, generally one room wide and running perpendicular to the primary structure.

Engaged column A column attached to a wall.

Entablature A part of a building of classical order resting on the column capital; consists of an architrave, frieze, and cornice.

Facade The face or front elevation of a building.

Fanlight A semi-circular window usually over a door with radiating muntins suggesting a fan.

Fascia A projecting flat horizontal member or molding; forms the trim of a flat roof or a pitched roof; also part of a classical entablature.

Fenestration The arrangement of windows on a building.

Finial A projecting decorative element, usually of metal, at the top of a roof turret or gable.

Fishscale shingles A decorative pattern of wall shingles composed of staggered horizontal rows of wooden shingles with half-round ends.

Flashing Thin metal sheets used to prevent moisture infiltration at joints of roof planes and between the roof and vertical surfaces.

Flat arch An arch whose wedge-shaped stones or bricks are set in a straight line; also called a jack arch.

Flemish bond A brick-work pattern where the long "stretcher" edge of the brick is alternated with the small "header" end for decorative as well as structural effectiveness.

Fluting Shallow, concave grooves running vertically on the shaft of a column, pilaster, or other surface.

Foundation The lowest exposed portion of the building wall, which supports the structure above.

Frieze The middle portion of a classical cornice; also applied decorative elements on an entablature or parapet wall.

Gable The triangular section of a wall to carry a pitched roof.

Gable roof A pitched roof with one downward slope on either side of a central, horizontal ridge.

Gambrel roof A ridged roof with two slopes on either side.

Ghosts Outlines or profiles of missing buildings or building details. These outlines may be visible through stains, paint, weathering, or other residue on a building's facade.

Guardrail A building component or a system of building components located at or near the open sides of elevated walking surfaces that minimizes the possibilities of a fall from the walking surface to a lower level.

Handrail A horizontal or sloping rail intended for grasping by the hand for guidance or support.

Hipped roof A roof with uniform slopes on all sides.

Hood molding A projecting molding above an arch, doorway, or window, originally designed to direct water away from the opening; also called a drip mold.

Ionic order One of the five classical orders used to describe decorative scroll capitals.

Infill New construction where there had been an opening before, such as a new building between two older structures; or block infill between porch piers or in an original window opening.

Jack arch (see Flat arch)

Keystone The wedge-shaped top or center member of an arch.

Knee brace An oversize bracket supporting a cantilevered or projecting element.

Lattice An openwork grill of interlacing wood strips used as screening.

Lintel The horizontal top member of a window, door, or other opening.

Luxfer glass A glass panel made up of small leaded glass lights either clear or tinted purple. These panels were widely used for storefront transoms during the early twentieth century.

Mansard roof A roof with a double slope on all four sides, with the lower slope being almost vertical and the upper almost horizontal.

Masonry Exterior wall construction of brick, stone or adobe laid up in small units.

Massing The three-dimensional form of a building.

Metal standing seam roof A roof composes of overlapping sections of metal such as copper-bearing steel or iron coated with a terne alloy of lead and tin. These roofs were attached or crimped together in various raised seams for which the roof are named.

Modillion A horizontal bracket, often in the form of a plain block, ornamenting, or sometimes supporting, the underside of a cornice.

Mortar A mixture of sand, lime, cement, and water used as a binding agent in masonry construction.

Mullion A heavy vertical divider between windows or doors.

Multi-light window A window sash composed of more than one pane of glass.

Muntin A secondary framing member to divide and hold the panes of glass in multi-light window or glazed door.

Neo-classical Revival style Early twentieth century style which combines features of ancient, Renaissance, and Colonial architecture; characterized by imposing buildings with large columned porches.

Oriel window A bay window which emerges above the ground floor level.

Paired columns Two columns supported by one pier, as on a porch.

Palladian window A window with three openings, the central one arched and wider than the flanking ones.

Paneled door A door composed of solid panels (either raised or recessed) held within a framework of rails and stiles.

Parapet A low horizontal wall at the edge of a roof.

Pediment A triangular crowning element forming the gable of a roof; any similar triangular element used over windows, doors, etc.

Pier A vertical structural element, square or rectangular in cross-section.

Pilaster A square pillar attached, but projecting from a wall, resembling a classical column.

Pitch The degree of the slope of a roof.

Portico A roofed space, open or partly enclosed, forming the entrance and centerpiece of the facade of a building, often with columns and a pediment.

Portland cement A strong, inflexible hydraulic cement used to bind mortar. Mortar or patching materials with a high Portland cement content should not be used on old buildings. The Portland cement is harder than the masonry, thereby causing serious damage over annual freeze-thaw cycles.)

Preservation The act of maintaining the form and character of a building as it presently exists. Preservation stops deterioration and stabilizes the structure.

Pressed tin Decorative and functional metalwork made of molded tin used to sheath roofs, bays, and cornices.

Pyramidal roof A roof with four identical sides rising to a central peak.

Quoins A series of stone, bricks, or wood panels ornamenting the outside of a wall.

Reconstruction The accurate recreation of a vanished, or irreplaceably damaged structure, or part thereof; the new construction recreates the building's exact form and detail as they appeared at some point in history.

Rehabilitation The act of returning a building to usable condition through repair, alteration, and/or preservation of its features.

Restoration The process of accurately taking a building's appearance back to a specific period of time by removing later work and by replacing missing earlier features to match the original.

Ridge The top horizontal member of a roof where the sloping surfaces meet.

Rusticated Roughening of stonework of concrete blocks to give greater articulation to each block.

Sash The moveable framework containing the glass in a window.

Segmental arch An arch whose profile or radius is less than a semicircle.

Semi-circular arch An arch whose profile or radius is a half-circle the diameter of which equals the opening width.

Sheathing An exterior covering of boards of other surface applied to the frame of the structure. (see Siding)

Shed roof A gently-pitched, almost flat roof with only one slope.

Sidelight a vertical area of fixed glass on either side of a door or window.

Siding the exterior wall covering or sheathing of a structure.

Sill The bottom crosspiece of a window frame.

Spindles Slender, elaborately turned wood dowels or rods often used in screens and porch trim.

APPENDIX C—BIBLIOGRAPHY

- Carley, Rachel. *The Visual Dictionary of American Domestic Architecture*. New York: Henry Holt and Company, LLC, 1994.
- Evers, Christopher. *The Old-House Doctor*. Woodstock, New York: The Overlook Press, 1986.
- Harris, Cyril M., ed. *Dictionary of Architecture and Construction*. District of Columbia: McGraw Hill, 2000.
- Kangas, Robert. *The Old-House Rescue Book*. Reston, Virginia: Reston Publishing Company, 1982.
- Labine, Clem, ed. *Clem Labine's Traditional Building*. Brooklyn, New York: Historical Trends Corporation.
- Litchfield, Michael W. *Renovation: A Complete Guide*. New York: Wiley, 1982.
- Longstreth, Richard. *The Buildings of Main Street: A Guide to American Commercial Architecture*. District of Columbia: The National Trust for Historic Preservation, 1987.
- McAlester, Virginia and Lee. *A Field Guide to American Houses*. New York: Alfred A. Knopf, 1984.
- Morton, W. Brown, III, Gary L. Hume, and Kay D. Weeks. *The Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings*. 1979. Rev. ed. Washington, D.C.: Technical Preservation Services. U.S. Department of the Interior, 1990.
- Moss, Roger. *Century of Color*. Watkins Glen, N.Y.: The American Life Foundation, 1981.
- Nash, George. *Old-houses, A Rebuilder's Manual*. Englewood Cliffs, N.J.: Prentiss-Hall, 1980.
- "Old-House Journal". Monthly. Old-House Journal Corporation, 435 Ninth Street, Brooklyn, New York, 11215.
- Park, Sharon D., AIA. *The Use of Substitute Materials on Historic Building Exteriors. Preservation Brief no. 16*. Washington, D.C.: Technical Preservation Services, U.S. Department of the Interior, 1989.
- Phillips, Steven J. *Old-House Dictionary*. Lakewood, Colorado: American Source Books, 1989.
- Rogers, Michael R. *From the Illinois County to the Bayou Teche Country*. Fernandina Beach, FL; LA: published by author, 2002.
- Rypkema, Donovan D. *The Economics of Historic Preservation*. Washington: The National Trust for Historic Preservation, 1994.
- Technical Preservation Services, National Park Service, U.S. Department of the Interior. *Respectful Rehabilitation*. Washington, D.C.: The Preservation Press, 1982.

APPENDIX D - INCENTIVES AND ASSISTANCE FOR REHABILITATION

FEDERAL REHABILITATION TAX CREDITS

Over the past twenty-five years, more than 29,000 buildings have been rehabilitated across the country, generating over \$25 billion in private investment in historic buildings nation-wide. In Washington, 29 projects with expenditures totaling \$131 million benefited from the Investment Tax Credit (ITC) program between 2000 and 2004. There are two types of ITCs available: 20% for a certified historic structure or 10% for a non-historic structure. Investment Tax Credits are available to the owners or certain long-term renters of income-producing properties.

The 20% ITC reduces the cost of restoration and rehabilitation to the owner of an income producing historic property as an income tax credit. The credit is 20% of what an owner spends rehabilitating the building, not including acquisition costs.

To qualify for the 20% Credit:

1. The building must be listed on the National Register of Historic Places, or listed as a contributing structure within a National Register Historic District.
2. The rehabilitation project must meet the "substantial rehabilitation test," which means you must spend the adjusted value of the building or \$5000, whichever is greater. The figure is derived by subtracting the value of the land from the cost of the building and land together.
3. After rehabilitation, the structure must be income producing for five years (commercial, rental, B&B).
4. The rehabilitation must meet *The Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitation of Historic Buildings*.

To qualify for the 10% credit:

1. The structure must have been built before 1936 and not "historic" (must not be listed or eligible for listing on the National Register of Historic Places).
2. The structure must retain 50-70% of external walls and 75% of internal walls.
3. The rehabilitation must meet the "substantial rehabilitation test" as in the 20% credit.

The structure must be used for five years as income producing but NOT housing.

For additional general information on the Investment Tax Credit program, see the National Park Service's ITC web-site at <http://www2.cr.nps.gov/tps/tax/>.

LOCAL PROPERTY TAX EXEMPTIONS FOR HISTORIC PROPERTIES

There are two local ad valorem tax exemptions for historic properties in Fernandina Beach.

The **first** allows for an exemption on City ad valorem taxes only for 50% of the assessed value of a property which meets criteria related to certain commercial or nonprofit uses and historic property status. To qualify, a property must:

- 1) Be used for a commercial or nonprofit purpose; AND
- 2) Be listed in the National Register of Historic Places, be a contributing property to a National Register district, or be designated as a contributing property under terms of a local preservation ordinance; AND
- 3) Be regularly open to the public—minimum of 40 hours per week, 45 weeks a year, or an equivalent of 1800 hours per year.

Applications are made through the Nassau County Property Appraisers Office, and are due by March 1st of each year.

For more information, please contact (904) 491-7300. This exemption is authorized under § 196.1961, Fla. Stat.

The **second** is authorized by Section 196.1997 of Florida Statutes and allows counties and municipalities to adopt ordinances allowing a property tax exemption for up to 100% of the increase in assessed improvements resulting from an approved rehabilitation of a qualified historic property. The exemption may remain in effect for up to ten years. The exemption applies only to that portion of the property tax levied by the unit of government granting the exemption.

Qualified properties may be residential or commercial and must either be individually listed in the National Register of Historic Places, a contributing building in a National Register District or designated as historic under the provisions of a local preservation ordinance. The rehabilitation work must be in accordance with the Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings.

Applications for the property tax exemption are reviewed by the Historic Preservation Officer in Fernandina Beach. To qualify for an exemption a covenant is required for the term of the exemption.

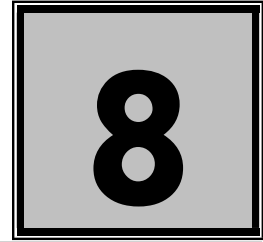
APPENDIX E - RESOURCES

Historic District Council (HDC)
City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034
(904) 310-3135
<http://www.fbfl.us/historicdistrict>

National Park Service
Southeast Regional Office
100 Alabama Street NW
1924 Building
Atlanta, GA 30303
(404) 507-5600
<http://www.nps.gov>

Florida State Historic Preservation Office
Director, Division of Historical Resources
Bureau of Historic Preservation
500 South Bronough Street
R.A. Gray Building, Room 305
Tallahassee, FL 32399-0250
(800) 847-7278
(850) 245-6333
<http://www.flheritage.com/>

National Trust for Historic Preservation
Southern Field Office
William Aiken House
456 King Street
Charleston, SC 29403
(843) 722-8552
sro@nthp.org
<http://preservationnation.org>



CHAPTER 8

HISTORIC DISTRICTS AND THE AMELIA RIVER WATERFRONT COMMUNITY REDEVELOPMENT AREA

	Page
8.00.00 General Provisions	8-2
8.00.01 Intent	8-2
8.00.02 Purpose	8-2
8.00.03 Relationship to Comprehensive Plan	8-2
8.00.04 Historic District and CRA boundaries	8-2
8.01.00 Standards for Development in the Historic Districts and Community Redevelopment Area	8-4
8.01.01 Historic District Overlays	8-4
8.01.01.01 Standards for Development in the Historic District Overlays	8-4
8.01.01.02 Specific Requirements within the OT-1 and OT-2 Zoning Districts	8-4
8.01.02 Amelia River Waterfront Community Redevelopment Area	8-7
8.01.03 Signage in the Historic Districts and Community Redevelopment Area	8-9
8.02.00 Historic District Council	8-10
8.02.01 Historic District Council Created and Established	8-10
8.02.02 Historic District Council Roles and Responsibilities	8-11
8.02.03 Historic District Council Policy and Procedure Statements	8-12
8.02.04 Historic District Council Staff Roles and Responsibilities	8-12
8.02.05 Certified Local Government Program	8-12
8.03.00 Historic District Council Process and Procedure	8-13
8.03.01 General Quasi-Judicial Board Requirements	8-13
8.03.02 Procedure for Designation of Historic Districts	8-13
8.03.03 Application Process for Certificate of Approval	8-17
8.03.03.01 Requirements for Demolition Applications	8-22
8.03.04 Standards for Review of Certificate Applications	8-24
8.03.05 Standards for Archaeological Work; Discovery of Archaeological Sites (Reserved)	8-24
8.03.06 Economic Hardship	8-24
8.03.07 Demolition by Neglect	8-25
8.03.08 Emergency Actions	8-26
8.03.09 Appeals	8-27
8.03.10 Enforcement; Penalties; Injunctive Relief	8-27
8.03.11 Exemptions for Historic Properties	8-27
8.03.12 Severability	8-27
List of Tables and Figures	Page
Figure 8.00.04 Map of Historic District and CRA Boundaries	8-3
Table 8.03.03(B) Certificate of Approval Matrix	8-19

8.00.00 GENERAL PROVISIONS

8.00.01 Intent

It is declared as a matter of public policy that protection, enhancement, perpetuation and use of sites of aesthetic, archaeological, architectural, cultural, historical and paleontological merit or value is in the interests of the health, prosperity, safety and welfare of the people of Fernandina Beach. The City Commission finds that the irreplaceable loss of these resources to the community would detrimentally affect the community as a whole. It is therefore the intent of this chapter to:

- A. Effect and accomplish the protection, enhancement and perpetuation of buildings, structures, improvements, sites, districts, landscape features, and archaeological and paleontological resources that represent distinctive elements of the City's architectural, cultural, economic, natural, political, prehistoric, religious, scientific, and social history;
- B. Safeguard the City's architectural, cultural, economic, natural, political, prehistoric, religious, scientific and social heritage, as embodied and reflected in such structures, sites, and districts;
- C. Foster awareness and pride in the accomplishments and events of the City's past;
- D. Protect and enhance the City's attraction to residents, tourists, and visitors, and serve as an economic stimulus to business and industry;
- E. Stabilize and improve property values and encourage compatible redevelopment;
- F. Enhance the visual and aesthetic character of the City; and
- G. Promote the use of individual structures, sites, and districts for the education, leisure, and welfare of the people of Fernandina Beach.

8.00.02 Purpose

In addition to protecting and preserving the historic, cultural and archaeological resources of Fernandina Beach, the City Commission declares its intention to maintain the City of Fernandina Beach Certified Local Government status with the Florida Division of Historic Resources. The City shall comply with the rules and regulations of the Division of Historic Resources pursuant to the Certified Local Government program.

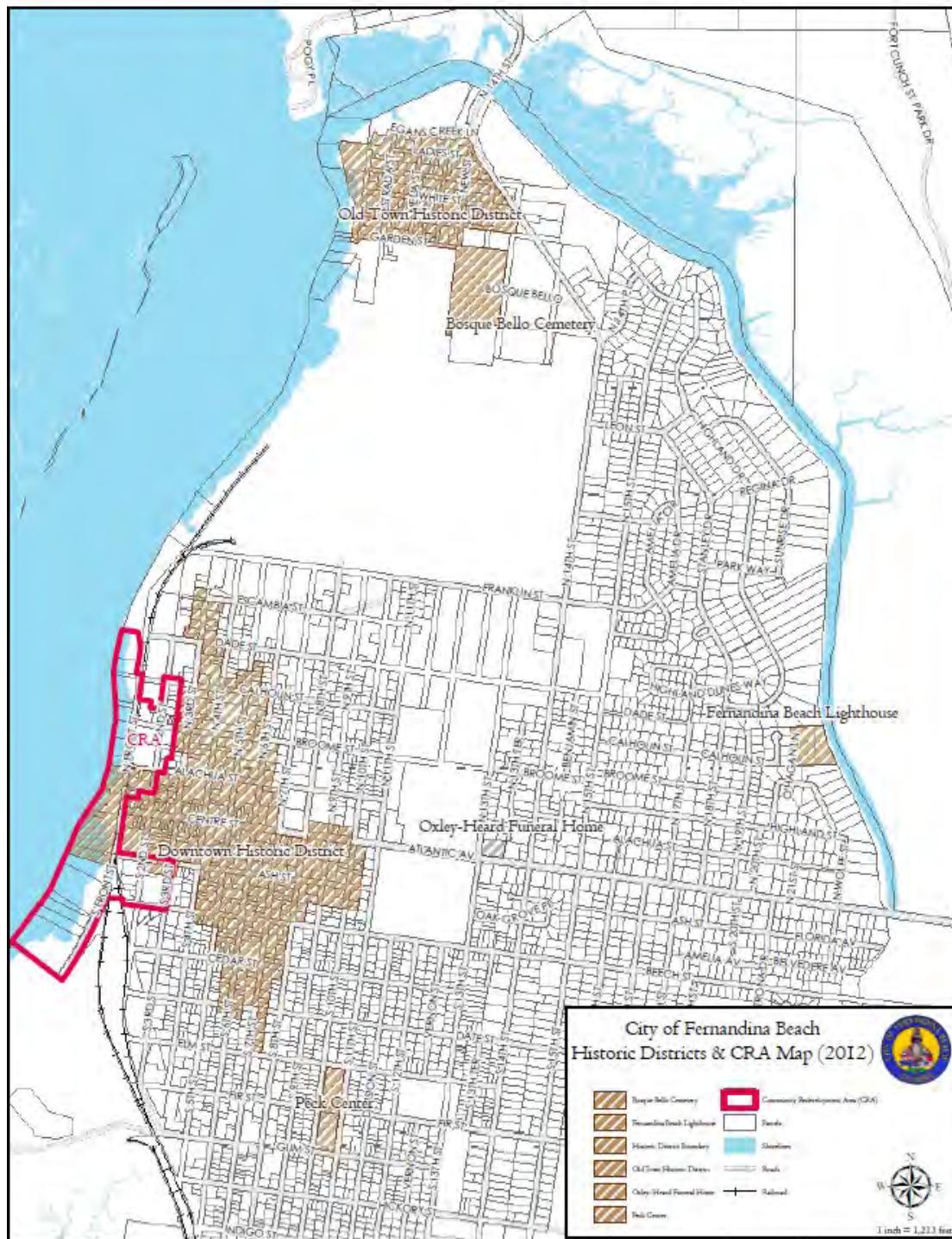
8.00.03 Relationship to Comprehensive Plan

The following standards implement Goal 11: Historic Preservation Element of the Fernandina Beach Comprehensive Plan to identify, preserve, and protect historic and cultural resources within the City.

8.00.04 Historic District and Community Redevelopment Area boundaries.

- A. Historic district boundaries are established in City of Fernandina Beach ordinances 526, 749, 846, 95-12, 97-24, and 2010-24.
- B. Community Redevelopment Area boundaries are established in City of Fernandina Beach ordinances 2004-33, 2004-71, 2004-145, 2005-91, and 2005-113.

Figure 8.00.04. Map of Historic District and CRA Boundaries



8.01.00 Standards for Development in the Historic Districts and Community Redevelopment Area

8.01.01 Historic District Overlays

8.01.01.01 Standards for Development in the Historic District Overlays

- A. The review of proposed development within the Historic District Overlays shall be based upon the latest edition of *Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings* from the U.S. Secretary of Interior.
- B. The review of proposed development within the Historic District Overlay shall also be based upon compliance with the Downtown Historic District Guidelines, dated December 1999, as amended from time to time. The review of proposed development within Old Town shall be based upon compliance with the Old Town Preservation and Development Guidelines, dated June 1999, as amended from time to time.
- C. In addition to standards applicable to the underlying zoning district, new construction within the Historic District Overlay shall be compatible with the existing character of the landmark or the district. Compatible design means architectural design and construction that will fit harmoniously into the district or the landmark site. New construction shall be compatible in scale, materials, and quality of construction with adjacent buildings and structures that have been designated.
- D. The following features shall be considered by the Historic District Council in the evaluation of proposed new construction, as such features comply with the guidelines referenced in Section 8.01.01.01(A) and (B) above:
 - 1. Scale, including height and width;
 - 2. Setbacks;
 - 3. Orientation and site coverage;
 - 4. Alignment, rhythm, and spacing of buildings;
 - 5. Form and detail, considering the link between old and new buildings;
 - 6. Maintaining materials within the district or on the landmark site;
 - 7. Maintaining quality within the district or on the landmark site;
 - 8. Facade proportions and window patterns;
 - 9. Entrances and porch projections;
 - 10. Roof forms; and
 - 11. Horizontal, vertical, or non-directional emphasis.
- E. Fences proposed within designated historic districts shall be compatible with the historic style and character of the district, shall not be vinyl, and shall require a certificate of appropriateness, as set forth in Chapter 11.

8.01.01.02 Specific Requirements within the OT-1 and OT-2 Zoning Districts

- A. A peonia is a lot within the Old Town Historic District. The peonia lot is 46.5 feet by 93 feet or 4,324.5 square feet.
- B. Construction of a dwelling unit on a media (one-half (1/2) of a peonia) peonia shall require that such media peonia be joined with an abutting media peonia or peonia in order to comply with the maximum density established in Section 4.01.01.
- C. General requirements
 - 1. Guidelines adopted by reference: The Old Town Preservation and Design Guidelines are hereby adopted by reference and incorporated herein.

2 Purpose

In the Old Town Historic District, the major emphasis is on building placement according to the historic plan and appropriate scale and construction, rather than architectural styles. Building form is discussed in the context of building typology rather than architectural styles. Typological discussions concentrate on the architectural elements that make a building compatible with the context of Old Town. Variances to the guidelines may be granted based on architectural merit. These regulations do not supersede existing codes covering health and safety issues.

3 Building types

- a. A primary building is defined as the principal unit of occupancy. While this usually refers to a private dwelling unit, it also applies to appropriate commercial buildings allowed in the OT-2 zoning district.
- b. Outbuildings are ancillary to the primary building in size and degree of occupancy. Outbuildings may be attached by connecting elements or remain detached. Outbuildings include, but are not limited to, garages, storage sheds, greenhouses, workshops, gazebos, and playhouses.
- c. Connecting elements are those architectural components that link primary and outbuildings with each other or act as a transition to the landscape. Connecting elements are considered to be enclosed spaces that are not permanently conditioned. Connecting elements create openness and give human scale to the building elements and allow owners to take advantage of the climate. Connecting elements include, but are not restricted to, porches, pergolas, colonnades, loggias, breezeways, and carports. The design of connecting elements shall be compatible with the typology and scale of the building elements; however, these elements can take on many inventive forms to achieve this result. Additions of connecting elements to registered historic structures must be taken on with great care from both an architectural and technical point of view.
- D. The total lot coverage of all building elements on one (1) peonia shall not exceed forty-five (45) percent.
- E. No more than one (1) primary building shall be placed on one (1) peonia.
- F. The number of outbuildings is limited by the total square footage requirements and the dimensions set out for these buildings but not by number.
- G. The space between an outbuilding and a primary building shall be a usable space of not less than five (5) feet. The use of connecting elements to link primary and outbuildings with indoor-outdoor space is strongly encouraged. Connecting elements and landscape elements are excluded from building separation requirement to encourage the design of spaces that take advantage of the climate. Thus, enclosed square footage may be easily expanded by the precise use of connecting elements such as porches and breezeways.
- H. The area of a tower is included in the calculation of the total allowable area of the primary building. A minimum of twenty-five (25) percent of the tower shall not be permanently conditioned space, typically the upper space opening to the sky and surrounding view.
- I. Garages and outbuildings that house more permanent types of occupancy, such as an accessory dwelling, shall not exceed 500 square feet in area, per level, shall not exceed 24 feet in height, shall not contain a kitchen or kitchenette, and shall not be rented out. The area of all other out buildings is limited to 350 square feet and shall not exceed 16 feet in height.

J. Nonresidential structures shall have sites of sufficient area for the structures to meet minimum requirements in this section.

K. Lot visibility corridors

The term "visibility corridor" is used in place of "setbacks" to emphasize the spatial effect of building placement. Careful siting of properly scaled building elements on a lot ensures that the historic lot divisions remain visible regardless of the architectural style or number of buildings that exist within the City at any given time. The visibility corridors are subdivided into frontage corridors, side yard corridors and mid-lot corridors.

1. The frontage corridor is a lot line with minimum setback of five (5) feet. This encourages the use to define the private space of the lot and the public space of the street. Outbuildings shall not be located on the frontage portion of peonias or the corner media peonia lots.
2. For side yard corridors there shall be a required minimum setback of five (5) feet separating lots on the north-south orientation. If two (2) or more adjacent properties are owned, then the corridor dimensions are cumulative. Primary and outbuildings shall not cross lot lines without the use of an open space or connecting element that maintains the dimensions of the side yard corridor.
3. Mid-lot corridors shall have a minimum setback of five (5) feet. This setback makes the historic lot division visible along the east-west orientation. Mid-lot corridors on frontage lots make the media peonia lots visible and are required regardless of ownership. On interior peonia lots, this corridor appears at mid-block. If an aggregate of peonias extends from street to street, a visibility corridor shall be present in the design of the buildings indicating the mid-block dimension. Primary and outbuildings shall not cross lot lines without the use of an open space or connecting element that maintains the dimensions of the mid-lot corridors. For example, if an owner holds an entire row of media peonias along a north-south street and plans to build the maximum allowable percentage of lot coverage, then all building elements shall demonstrate a mid-lot visibility corridor at the lot lines.
4. Every point of the required corridors shall be open from its lowest point to the sky unobstructed, except for the ordinary projection of sills, belt courses, buttresses, ornamental features, chimneys, and eaves, provided that none of such projections shall project into a side yard any more than twenty-four (24) inches. Connecting elements such as balconies, porches, or bay windows may also be allowed as projections under these dimensional restrictions. Landscape elements are not covered under this restriction.
5. In instances where media-peonias are owned in aggregate or assembled to meet the minimum density or area requirements, the visibility corridor may be crossed by an enclosed primary structure or connecting element which clearly indicates the existence of the visibility corridor (i.e., substantial changes in the roof elevation, substantial indentions or breaks in exterior wall elements and similar architectural features) as may be approved by the Historic District Council (HDC).

8.01.02 Amelia River Waterfront Community Redevelopment Area

A. Purpose

It is the purpose of the CRA overlay to provide a broader mix of uses and compatible design with the downtown area in order to promote revitalization of the working waterfront and adjacent areas.

B. The review of proposed development within the CRA Overlay shall be based upon compliance with the CRA Design Guidelines. Those properties within the CRA Overlay which are also located within the Downtown Historic District Overlay shall be reviewed for compliance with the Historic Preservation Design Guidelines, dated December 1999. All plans for development within the CRA Overlay shall be reviewed by the Historic District Council.

C. Site design standards specified in the overlay supersede the requirements for the underlying zoning district. Specific site design requirements that are not covered by the overlay shall follow the standards of the underlying zoning district.

D. Properties located within the CRA abutting the Amelia River Waterfront are subject to the following standards:

1. All new construction that is a water dependent, water enhanced, or water related use is exempt from Section 3.01.03(J) and Section 3.03.03(B) 1.
2. Building height shall be measured from the Base Flood Elevation (BFE) to the top of the roof, rather than from the finished grade, as established in 4.02.03(C). The maximum height of all structures shall not exceed thirty (30) feet in height above the BFE. Permissible roof forms shall be in compliance with the adopted CRA Design Guidelines.
3. Properties that have obtained the Waterfront Mixed Use Future Land Use designation are eligible for land uses in addition to those permitted in the Waterfront Industrial zoning and are specified in Tables 2.03.02 and 2.03.03. Floor area ratio shall not exceed 0.75. The floor area ratio shall be calculated based on the developable land area and shall include portions of the site which remain submerged. Residential units are permitted if the property has a FLUM category of WMU and the units are located above a non-residential use. Stand-alone residential units are prohibited.
4. Residential uses must provide two spaces per dwelling unit on-site, and are not eligible for the fee in lieu of providing parking.
5. Front and rear yard setbacks are not required. In order to preserve view corridors and pedestrian access to the Amelia River, side yard setbacks and breaks between structures shall be provided as follows:

A. View Corridors

1. A 15-foot side yard setback on each side yard is required for water lots located to the north of Centre Street (water lots 1 through 9). These locations provide for alignment with existing east-west rights-of-ways at Alachua, Broome and Calhoun Streets.
2. Water lots to the south of Centre Street (water lots 25 through 40) shall provide a 30-foot minimum view corridor between buildings.
3. These view corridors shall remain open to the sky and shall not include any parking areas, accessory structures or mechanical equipment.

B. Pedestrian Access

1. Publicly accessible pedestrian access to the water shall be integrated into the project's site design. These accessways shall provide a minimum

width of ten (10) feet and shall occur at the view corridor locations. Access ways may vary in size and design as necessary to complement the overall project design. To encourage architectural variety and visual interest, certain encroachments and structural elements may be permitted within the accessways subject to compliance with the adopted CRA Design Guidelines. These accessways may be dedicated to public use through easements or dedication of right-of-way, or they may be retained under private ownership. In either case, these accessways shall remain open to and accessible by the public. If deemed necessary for security purposes, accessway closures may be permitted based on the posted operational hours of City beach access parking (exclusive of Main Beach or Seaside Parks).

- E. Properties located within the CRA east of Front Street are subject to the following standards:
1. Facades up to thirty (30) feet in height shall have a front yard setback no more than ten (10) feet.
 2. Facades up to forty-five (45) feet in height shall be recessed from the first thirty (30) feet of façade a minimum of ten (10) feet. Awnings, pergolas, or covered balconies may encroach into this setback, but shall not extend beyond the first thirty (30) feet of facade. Elements utilized to cover balconies shall not be a part of the main roof structure. Balcony enclosures (i.e., sun rooms, screened enclosures) shall be prohibited.
 3. CRA properties located on the east side of North 2nd Street which share a property line with residentially-zoned, non-CRA properties shall meet the following standards:
 - a. Building height shall be limited to thirty-five (35) feet, including the parapet for flat roofed structures.
 - b. Buildings shall provide a front yard setback of no more than ten (10) feet. Facade elements above thirty (30) feet shall not be required to be recessed as provided in (2) above.
 - c. Non-residential and mixed-use projects shall provide a buffer along the shared property line which meets the requirements of a Buffer Type C as provided in Table 4.05.05(B).
 - d. All projects shall maintain a twenty (20) foot rear yard setback for principal structures.
 4. Flat roofs are permitted but must provide a parapet up to 42 inches high in order to hide mechanical equipment.
 5. Floor area ratio and density are established in the underlying zoning district.
 6. Only one primary structure is permitted per lot of record.
 7. Accessory structures must comply with the standards of the underlying zoning district as well as Section 5.01.00 of this LDC.
 8. Side yard setbacks are not required.
 9. Developers of Office, Retail, or other Commercial uses may pay a fee in lieu of providing the required parking, as established in Table 7.01.04(A.) The fee shall be set annually by the City commission and shall be based on the average cost of constructing a parking space in the City. The fee shall be a one-time payment, to be placed in a trust fund for downtown parking improvements which serve the CRA properties. Residential uses must provide one space per dwelling unit on-site, and are not eligible for the fee in lieu of providing parking. Parking is not permitted in

the front yard, but is permitted in the side or rear yard. Parking is also permitted beneath structures.

10. CRA properties located east of Front Street which carry the Central Business District future land use designation/C-3 zoning, and are not within the Coastal High Hazard Area (CHHA) are eligible to participate in a Density Bonus Incentive Program as described in Section 4.01.02.

8.01.03 Signage in the Historic Districts and Community Redevelopment Area

In an effort to protect the Historic District designations within the City of Fernandina Beach, the specific provisions in this article shall take precedence where conflicts arise in this sign code.

- A. Two (2) permanent on-site signs per business, are permissible, limited to projecting, wall, awning, or freestanding signs, and subject to the following standards:
 1. Signs shall not project more than five (5) feet from the face of the building;
 2. Projecting signs may project over sidewalk or pedestrian areas only at no less than seven and one half (7 ½) feet above sidewalk level;
 3. The top of a projecting sign shall be not more than sixteen (16) feet above the sidewalk level;
 4. A projecting sign shall not be closer than two (2) feet to a vertical line extending upward from the curb;
 5. A projecting sign shall not exceed twelve (12) square feet (ft²) in area.
 6. A wall sign may be horizontal or vertical and shall not exceed one square foot in area for each linear foot of business frontage, to a maximum of twenty-five (25) square feet . One side of the sign may be no more than two (2) feet in height or width.
 7. Awning sign lettering is limited to one square foot per linear foot of the awning or canopy, up to a maximum of ten (10) square feet.
 8. Freestanding, ground or pole signs are permissible only for properties with a minimum front or side yard setback of eight (8) feet. Freestanding, ground and pole signs are limited to a maximum of twenty (20) square feet in sign face area and six (6) feet in height.
- B. Permanent window lettering is permissible in addition to permanent signage and sandwich boards/easel signs shall not exceed an aggregate area equal to twenty-five percent (25%) of the glass area on which the signage is placed.
- C. Sandwich boards or easel signs are permissible in addition to window lettering and permanent signage and are subject to the following standards:
 1. Limited to one (1) sandwich board or easel sign per business;
 2. The sandwich board sign shall comply with standards set forth in 5.03.10(E), and shall not utilize plastic or vinyl changeable copy.
 3. Easels displaying signs may be no more than 4' 6" high and the sign face may not exceed 6 square feet. Top of sign may not project above top of easel or 4'6" above the ground.
 4. The sign shall be placed between the store front and the edge of curb with a minimum five (5) feet of sidewalk left for pedestrian travel.
 5. The sign shall require a Certificate of Approval and the approval of the Historic District Council.
- D. Multi-Tenant Signs (reserved)
- E. Side Street Business Location Signs, private under public control located within public rights of way at street intersections, are subject to the following:

1. Limited to one directional intersection (1) sign per business where a valid local business tax receipt has been obtained except as exempted by Florida Statute 205.192 and Municipal Code Section 74-92;
 2. Must be located at the nearest intersection to the location of the business on existing directional intersection signage posts;
 3. Side Street Business Location signs are allocated on a 1st come 1st served basis and may not exceed seven (7) signs located at existing signage posts;
 4. Signs are limited to 5 inches tall by 28 inches wide (5"x28");
 5. Signs are limited to a green background with white writing;
 6. Must apply for a sign permit as set forth in 5.03.03; and
 7. Must be removed when business ceases operation and/or closes.
- F. Signs shall use stone, brick, wood, or metal, or modern materials that have the appearance of these materials. No plastic or vinyl shall be utilized to create the signs, with the exception of plastic or vinyl used for lettering or graphics on permanent, non-changeable copy signs.
- G. All permanent signs affixed to private property shall require a Certificate of Approval and the approval of the Historic District Council, except for temporary special event signs, exempt signs, public directional or information signs, street number signs, and temporary signage placed on scaffolding during construction.
- H. Wall graphics are prohibited in the Downtown Historic District. Legacy signs are permissible.
- I. Signs shall be mounted in such a way to minimize damage to historic materials. On masonry buildings, bolts should extend through mortar joints and not through masonry units. On frame buildings, mounting brackets and bolts should be the minimal amount necessary to assure adherence to the surface and prevent excessive wood penetration. Signs shall not be placed upon a structure in any manner so as to disfigure or conceal any window opening, door or significant architectural feature or detail of any building, or in such a manner that requires changes to building materials.
- J. External lighting of signs through gooseneck lamps is permitted.
- K. In addition to signs prohibited within City limits as defined in LDC Section 5.03.05, the following signs are not permitted in the historic districts or CRA:
1. Signs with fluorescent or day-glow coloring.
 2. Neon signs, or LED signs that mimic neon signs, over two (2) square feet in size.
 3. Pixelated LED signs.
 4. Internally lit signs.
 5. Changeable copy signs with plastic or vinyl lettering or graphics, including sandwich board and easel signs.
6. Signs painted on or attached to trees, shrubbery, lamp posts, hydrants, traffic signs, stairways, benches, refuse containers, landscape planters, or telephone or utility poles.

8.02.00 Historic District Council

8.02.01 Historic District Council Created and Established

A. Establishment

There is hereby established the Historic District Council (HDC). The HDC is intended to be the City's primary agency responsible for furthering historic preservation within the City.

B. Membership

1. There shall be five (5) regular members of the HDC.
2. There shall be two (2) alternate members of the HDC.

3. Where possible, members shall include, to the extent such individuals are available in the community and willing to serve, one (1) registered architect, and professionals from the disciplines of architecture, construction, design, history, architectural history, archaeology, or other historic-related fields such as urban planning, American studies, cultural geography or cultural anthropology. Persons who have demonstrated special interest, experience or knowledge in history, architecture or related disciplines such as law, real estate, land development, or construction shall make up the remainder of the HDC membership. Current resumes of HDC members shall be kept by the City as a public record.

C. Authority to Seek Professional Expertise

1. With City Commission approval, the HDC may obtain the services of qualified persons to direct, advise, and assist it.
2. The HDC may request equipment, supplies, and other materials necessary for its effective operation.
3. When the HDC considers National Register nomination proposals and other actions which are normally evaluated by a professional in a specific discipline, and that discipline is not represented on the HDC, it may seek professional expertise in this area before rendering a decision. City Commission approval is required for any such professional contracts.

8.02.02 Historic District Council Roles and Responsibilities

The HDC shall have the duty and responsibility to:

- A. Identify, study, and recommend sites, structures, buildings, improvements, artifacts, and areas for designation as historic landmarks, historic sites, or historic districts.
- B. Maintain and update the historic properties survey as an inventory of historic landmarks, historic sites, and properties in historic districts. All inventories shall be compatible with the Florida Master Site File, which exemplifies the format used for statewide comprehensive historic preservation planning, and kept current and regularly provided to the state historic preservation officer for incorporation in the Florida Master Site File.
- C. Review and approve or deny applications for a certificate of Approval for construction, alteration, demolition, or removal of historic landmarks, historic sites, archaeological sites, properties in historic districts, or properties in the CRA Overlay.
- D. Review and make recommendations on National Register nominations within its jurisdiction.
- E. Make recommendations to the City Commission concerning the assignment of development rights or facade easements, or the imposition of other restrictions.
- F. Hear applications for variances within the Historic District Overlay or the CRA Overlay.
- G. Increase public awareness of the value of historic, architectural, and cultural preservation by developing and participating in public preservation information programs, and by updating such programs and public information documents.
- H. Make recommendations to the City Commission concerning the solicitation of grants from federal and State agencies, private groups, and individuals, and promote the preservation of historic or architecturally significant landmarks, sites, or properties in historic districts.
- I. Promulgate standards for architectural review.

- J. Evaluate and comment upon proposals pending before other public agencies affecting the physical development and land use patterns in or around historic landmarks, sites, or districts.
- K. Make recommendations to the City Commission on the purchase of historic landmarks, historic sites, or properties in historic districts where private preservation is not feasible.
- L. Perform any other functions which may be designated by resolution or motion by the City Commission.

8.02.03 Historic District Council Policy and Procedure Statements

The HDC may formulate and publish such policy and procedure statements as it deems reasonably necessary and appropriate to:

- A. Explain the format of information to be provided in the application for a Certificate of Approval.
- B. Explain the criteria and basis for HDC evaluation and ruling upon applications for a Certificate of Approval.
- C. Designate items to be subject to final staff approval without need for a hearing before the HDC.

8.02.04 Historic District Council Staff Roles and Responsibilities

- A. The City Manager shall provide professional staff in the City Planning Department to support the HDC in carrying out its responsibilities under this Chapter. Where possible, staff should have a background in historic preservation or a related field.
- B. Staff shall not sit as officer or board member of local preservation-related organizations, and shall act in an impartial manner in all matters involving the HDC.

8.02.05 Certified Local Government Program

In order to comply with the Department of State, Division of Historic Resources, "certified local government" requirements, the HDC shall take the following actions:

- A. A copy of all duplicate inventory materials will be provided to the SHPO. This will include any new or revised resumes of the HDC members or staff.
- B. The SHPO shall be provided with thirty (30) days prior notice of all HDC meetings. In the event of a special meeting, reasonable notice shall be given.
- C. Minutes of all HDC meetings shall be submitted to the SHPO. These minutes shall include a record of attendance of council members, the public, and any change in council membership.
- D. The SHPO shall be notified immediately of all new historic designations or alterations to existing designations.
- E. Proposed amendments to the LDC pertaining to the Historic District Overlay shall be sent to the SHPO for review and comment thirty (30) days prior to the scheduled adoption hearing.
- F. Objections by property owners that are notarized and filed with the HDC shall be submitted to the SHPO in order to prevent involuntary nomination to the National Register.
- G. The HDC shall submit an annual report to the SHPO on or before November 1 of each year covering the previous October 1 through September 30 period. The annual report shall include:
 - 1. Any changes or amendments to HDC rules of procedure;
 - 2. The number of proposals and applications reviewed by the HDC;
 - 3. New historic designations or alterations to existing designations;

4. Changes to the HDC;
5. New or revised resumes of HDC members or staff;
6. Changes or requested changes to the Historic District Overlay regulations;
7. Review of the survey and inventory activities with a description of the system used; and
8. A program report on each grant-assisted activity.

8.03.00 Historic District Council Process and Procedure

8.03.01 General Quasi-Judicial Board Requirements

See Section 11.04.00 of the Land Development Code.

8.03.02 Procedure for Designation of Historic Districts

- A. No historic district or property proposed for inclusion in a historic district within the city shall be designated by any City agency except as provided in this section.
- B. For purposes of this section, the term "property owner" shall mean the record owner or owners of one or more parcels of property within the boundaries of the proposed historic district. Should an individual, individuals or entity own more than one parcel of property within the boundaries of the proposed historic district according to the latest available tax rolls from the county property appraiser's office, then such individual or entity shall be considered one property owner for purposes of calculating the number of property owners in the proposed historic district regardless of the number of parcels that may be owned by the individual, individuals or entity within the boundaries of the proposed historic district. Should a parcel of property be owned by more than one individual for purposes of calculating the number of property owners within the boundaries of the proposed historic district, such co-owners shall be considered cumulatively as one property owner regardless of their number.
- C. Upon the recommendation of the City Commission or the Historic District Council an application may be submitted by a property owner within the proposed district, or his authorized agent, to the Planning Department to prepare or assist in preparation of a designation report. The City shall charge a fee for each application that reflects processing costs for the application, except such fee shall be waived for City-initiated applications. An area or property may be identified as being potentially suitable for designation as an historic district or for inclusion in a historic district. The area or property shall be surveyed and studied for the purpose of determining the age and significance of each building, site, structure, or object within the area. A nomination report shall be prepared based on the results of the survey. Once the district boundaries are determined, the property owners shall be surveyed for their agreement with the designation and the results shall be available and considered during public hearings at meetings of the Historic District Council, Planning Advisory Board, and City Commission.
- D. The applicant shall complete an application form provided by the City which shall, to the extent possible, include:
 1. A written description of the architectural, historical, or archaeological significance of the structures, sites and building in the proposed historic district specifically addressing and documenting the criteria set forth in subsection (j) of this Section;
 2. An identification of all buildings, structures and sites within the proposed historic district and the proposed classification of each as contributing or noncontributing with an explanation of the criteria utilized for the proposed classification;

3. A physical description of the proposed historic district, accompanied by photographs of buildings, structures or sites within the district indicating examples of contributing and noncontributing structures within the district;
 4. A statement of recommended boundaries for the proposed historic district and a justification for those boundaries, along with a map showing the recommended boundaries;
 5. The names and addresses of all owners of real property within the boundaries of the land upon which the designation of the historic district is requested and the real estate assessment numbers for the property within the boundaries of the land upon which the designation is requested. Requirements (1), (2), (3) and (4) shall be waived with respect to any historic districts listed on the National Register of Historic Places as of January 1, 1990.
- E. The Historic District Council shall hold a public hearing on the proposed designation within 90 days of the filing of a completed application. The Historic District Council shall hold at least one town meeting at which the proposed district will be explained and discussed. A quorum is not necessary to conduct the town meeting. The property owners within the proposed district shall be notified by United States mail at least thirty (30) days in advance of the Historic District Council public hearing date and time. For the purpose of notice requirements to owners, the names and addresses of owners shall be deemed to be those on the current tax records in the Office of the Property Appraiser. All notices required by this section shall state clearly the boundaries of a proposed historic district. The notice required by this section, the cost of which shall be \$2 for each notification, shall be paid by the applicant to the City.
- F. The notice referred to in paragraph (E) of this section shall include the following information and documents:
1. The notice shall state that the creation of an historic district will impose design review on certain permitted activities.
 2. The notice shall state that the ordinance creating the historic district will contain requirements which must be met in order to alter, renovate or demolish a structure or building within the district. These requirements may relate to density, siting, building materials and architectural features as well as other matters.
 3. The notice shall state that a list of contributing and noncontributing structures has been compiled and that contributing structures will be identified in the ordinance creating the historic district.
 4. The notice shall state that the owners have the right to vote whether they want the historic district to be created.
 5. The owners shall be provided a ballot which must be signed and witnessed which will permit the owner to vote whether he approves or disapproves the creation of the historic district. In order for the ballot to be valid it must indicate the name of the owner, the residence address of the owner and the address of the property in the proposed historic district. This ballot must be returned to the Historic District Council not less than twenty-one (21) days after the noticed hearing.
 6. The notice shall state that at the hearing, the proposed historic district design guidelines for reviewing certain permitted activities will be discussed and voted on by the Historic District Council.
 7. The notice shall state that if the district is created the owners shall be required to obtain a Certificate of Approval before certain work is done on the property.
 8. The notice shall state that the application for creating the historic district is on file with the Historic District Council and that the Historic District Council shall have on

- file all information submitted by the applicant and the Planning Department, including recommendations.
9. The notice shall state the time, date, and place of any town meetings scheduled by the Historic District Council. However, nothing herein shall prohibit the Historic District Council from holding other town meetings with published notice.
- G. Notice of a public hearing shall also be published once in a newspaper of general circulation in the City not less than fourteen (14) days in advance of the date of the hearing. The published notice shall be in a form prescribed by the Historic District Council and placed by the applicant at the applicant's expense. The applicant shall file proof of publication with the Historic District Council prior to the public hearing.
- H. The applicant for a proposed designation shall post signs within five working days after filing of a completed application, which signs shall be in the form required by the Historic District Council and shall be posted in full view of the public. The sign or signs shall be posted on the boundaries of the proposed historic district at each public right-of-way intersecting the boundary of the proposed historic district, or at such other locations and at such intervals, as determined by the Planning Department, as will ensure that the signs will be seen by as many persons as possible. The signs shall be maintained by the applicant until such time as the advisory recommendation has been made by the Historic District Council. The signs shall be removed by the applicant within ten days after final action by the City Commission.
- I. At the close of the public hearing, the Historic District Council shall determine whether, based upon the evidence, the proposed historic district does or does not meet the criteria for designation. Such a determination shall be made by a report stating the findings of the Historic District Council concerning the relationship between the proposed historic district and the National Register of Historic Places criteria for designation set forth below. At least two of the criteria must be met.
1. Its value as a significant reminder of the cultural, historical, architectural, or archaeological heritage of the City, state or nation.
 2. Its location is the site of a significant local, state or national event.
 3. It is identified with a person or persons who significantly contributed to the development of the City, state or nation.
 4. It is identified as the work of a master builder, designer, or architect whose individual work has influenced the development of the City, state or nation.
 5. Its value as a building is recognized for the quality of its architecture, and it retains sufficient elements showing its architectural significance.
 6. It has distinguishing characteristics of an architectural style valuable for the study of a period, method of construction, or use of indigenous materials.
 7. Its character is a geographically definable area or neighborhood possessing a significant concentration, or continuity of sites, buildings, objects or structures united in past events, or united in culture, architectural style, or aesthetically by plan or physical development.
 8. Its suitability for preservation or restoration.
- J. The Historic District Council shall also determine what proposed historic district design guidelines it would recommend to apply to the historic district and shall identify what actions to be taken on property within the proposed district that would require a certificate of Approval.
- K. The Historic District Council shall inform the public that each owner of real property in the proposed historic district had been sent ballots to vote on the proposed district and that

the ballots must be signed, witnessed and delivered to the Historic District Council within 21 days after the hearing.

- L. At the first meeting of the Historic District Council held at least seven days after the owners' votes are due, the Historic District Council shall tabulate the votes. If a majority of the owners' votes cast disapprove the creation of the proposed historic district, the Historic District Council shall take no further action on the proposed historic district and the Historic District Council's files on the district shall be closed. If 50 percent or more of the owners' votes cast approve the creation of the proposed historic district, then the Historic District Council shall adopt an advisory recommendation which shall be accompanied by a report stating the findings of the Historic District Council concerning the relationship between the nominated historic district and the National Register criteria for designation. The Historic District Council shall forward the advisory recommendation and report to the Planning Advisory Board.
- M. The Planning Advisory Board shall consider the nomination request, the findings of the Historic District Council, and the request's consistency with the comprehensive plan, and make a recommendation to the City Commission. The property owners within the proposed district shall be notified by United States mail at least thirty (30) days in advance of the Planning Advisory Board public hearing date and time. For the purpose of notice requirements to owners, the names and addresses of owners shall be deemed to be those on the current tax records in the Office of the Property Appraiser. All notices required by this Section shall state clearly the boundaries of a proposed historic district. The notice required by this Section, the cost of which shall be \$2 for each notification, shall be paid by the applicant to the City.
- N. When a majority of the owners' votes disapprove the creation of the proposed historic district, any City Commission member may request that an ordinance designating the proposed historic district be drafted, but approval of the designation of such historic district by the City Commission shall require a vote of two-thirds of the City Commission members unless 85 percent of the proposed historic district acreage is already part of an historic district listed on the National Register.
- O. The City Commission shall give notice, follow the publication procedure and sign posting procedure, hold public hearings, and make its determination in the same manner as provided in Section 11.02.00; provided however, there shall be no requirement to notify by United States mail all owners of real property within 350 feet of the boundaries of the proposed historic district. The Commission shall consider the same criteria set forth in paragraph (I) of this section. Any ordinance designating an historic district shall set forth the historic district design guidelines that apply to the historic district, which would then become the Historic District Design Regulations for that historic district, and the actions that would require a Certificate of Approval.
- P. The City Clerk shall notify each applicant and each owner of real property within the proposed historic district of the final decision relating to the proposed historic district within seven (7) days of the City Commission's action and shall cause the designation of an historic district to be recorded in the official records of Nassau County, Florida, at the expense of the applicant for the designation. The City Clerk shall also notify the Property Appraiser's office of the designation.
- Q. Boundaries for designated historic districts identified in or by this chapter shall be clearly established through legal descriptions.
- R. When an historic district designation is made, the Director of Planning or his designee shall enter the designation as an overlay on the Zoning Map and Future Land Use Map.

- S. Whenever the City Commission has denied an application for the designation of an historic district no further application shall be filed for the same historic district designation for a period of one year from the date of such City Commission denial.
- T. The designation of any historic district may be amended or rescinded through the same procedure utilized for the original designation, by the filing of an application for rescission or amendment of designation utilizing the procedure hereinabove set forth. Any Historic District Council recommendation to amend or rescind a prior designation shall be based upon new evidence and negative evaluation according to the criteria used for historic district designation in existence at the time of such application for rescission or amendment.
- U. If an updated report shows that there are additional contributing structures outside of the original boundary of an existing district, then the city may consider the expansion of the boundaries of the district to incorporate those properties. A ratio of 50 percent contributing structures within the proposed district expansion is required for the creation of an expanded district.
- V. The expansion of existing historic districts shall be done by ordinance adopted by the City Commission, in accordance with the same procedures required for the creation of new districts, except that the information required shall be applicable to the expansion area only, and not to the entire district.

8.03.03 Application Process for Certificate of Approval

- A. A Certificate of Approval is required before a permit is issued for work on a historic landmark or site, any property in a historic district (either contributing or noncontributing), or any property in the CRA Overlay.
 - 1. Structures are deemed contributing or noncontributing based on the most recent historic structures survey completed by the City.
 - 2. Properties that are partially within the Historic District Overlay shall only receive HDC approval for projects that fall within the portion of the property in the Historic District Overlay. If the proposed project crosses the History District boundary line, then HDC approval shall be required. Proposed projects on the property wholly outside of the boundary line shall not require HDC approval.
 - 3. For improvements as listed within the Certificate of Approval Matrix ("Matrix") (Table 8.03.03(B)) under staff approval, the City Manager may issue a Certificate of Approval after a review of the application determines the improvement is in compliance with approved guidelines.
 - 4. For improvements as listed within the Matrix (Table 8.03.03(B)) under HDC approval, the HDC may issue a Certificate of Approval after a review of the application and a public hearing determines the improvement is in compliance with approved guidelines.
 - 5. The City reserves the right to refer specific items to the HDC for its review.
 - 6. Decisions of the City Manager regarding Certificate of Approval applications may be appealed to the HDC and applicable fees shall apply.
 - 7. Any applicant may request referral to the HDC rather than staff approval and applicable fees shall apply.
 - 8. Any application referred by the City Manager or by an applicant will be considered in accordance with the application review schedule contained in this section.

- B. Improvements to properties are subject to either staff or HDC approval as set forth in Table 8.03.03(B), the Certificate of Approval Matrix:

Table 8.03.03 (B). Certificate of Approval Matrix

ACTION	CONTRIBUTING		NON-CONTRIBUTING	
	STAFF	HDC	STAFF	HDC
ACCESSORY DWELLINGS		X		X
ADDITIONS				
1. Not visible from the street AND 20% or less of the existing building's square footage		X	X	
2. All other additions		X		X
CANVAS AWNINGS	X		X	
CARPORTS (ADDITION OR ENCLOSURE)		X	X	
CHANGES TO BOARD-APPROVED PLANS		X		X
DECK, PATIOS, PERGOLAS				
1. With a structure		X	X	
2. Without a structure		X	X	
3. Not visible from right-of-way (with or without structure)	X		X	
DEMOLITIONS				
1. 10% or less of non-historic addition	X		X	
2. All other demolitions		X		X
DOORS + GARAGE DOORS				
1. Same materials, style, or size	X		X	
2. Change in materials or style	X		X	
3. Change in openings on main façade		X		X
4. Change in openings on a secondary façade		X	X	
DRIVEWAYS + SIDEWALKS	X		X	
GARAGES (ATTACHED OR DETACHED)		X		X
EXTENSION OF CERTIFICATE OF APPROVAL	X		X	
EXTERIOR WALL FINISH				
1. Removal of non-historic vinyl/aluminum/asbestos siding (if original surface is salvageable or if replacement material matches structure's original exterior finish)	X		X	
2. All other finishes (including painting of originally unpainted surface)		X	X	
EXISTING DOCKS (WITH OR WITHOUT A STRUCTURE)	X		X	
FENCES + WALLS	X		X	
MECHANICAL SYSTEMS (WITH VISUAL IMPACT)	X		X	
PAINTING	X		X	
POOLS, POOL ENCLOSURES, IN-GROUND HOT TUBS		X		X
PORCHES				
1. Open an enclosed porch		X	X	

	CONTRIBUTING		NON-CONTRIBUTING	
ACTION	STAFF	HDC	STAFF	HDC
2. Enclose a porch on the main façade		X		X
3. Enclose a porch on a secondary façade		X	X	
PUBLIC (GOVERNMENT AGENCY) PROJECTS		X		X
RELOCATION		X		X
REPAIRS + MAINTENANCE (MATCH EXISTING)	X		X	
ROOF				
1. Same material and shape	X		X	
2. Change in material	X		X	
3. Change in shape and/or height		X		X
SCREEN DOORS				
1. Primary Entrance		X	X	
2. Secondary Entrance	X		X	
SIGNAGE	X		X	
SHEDS (up to 150 square feet)				
1. Custom-designed	X		X	
2. Pre-fabricated		X	X	
SHUTTERS (including temporary storm shutters/awnings)	X		X	
SKYLIGHTS		X	X	
SOLAR COLLECTORS		X		X
STORM WINDOWS AND DOORS	X		X	
VARIANCES		X		X
WIND GENERATORS		X		X
WINDOWS				
1. Same materials, style, or size	X		X	
2. Change in materials or style	X		X	
3. Change in openings on main façade		X		X
4. Change in openings on a secondary façade	X		X	
	STAFF		BOARD	
NEW CONSTRUCTION			X	
LANDSCAPING (NEW CONSTRUCTION ONLY)		X		
LIGHTING (NEW CONSTRUCTION ONLY)		X		
PARKING MATERIALS (NEW CONSTRUCTION ONLY)		X		

- C. Prior to undertaking an improvement to any property in a historic district, an application shall be submitted to the City for a Certificate of Approval. A Certificate of Approval shall be obtained even when a building permit is not required for the proposed work, unless the work falls under conditions outlined in Section 8.03.03(L). The City Manager shall advise any applicant if the subject property or work will require a Certificate of Approval. If no Certificate of Approval is received prior to beginning the work, the certificate application fees required shall be doubled.

- D. In addition to the application requirements set forth in Section 11.01.03, the applicant shall provide:
 - 1. Scale drawings of the proposed work;
 - 2. Photographs of the existing structure or site and adjacent properties; and
 - 3. Information about the building materials to be used;
 - 4. The HDC or City Manager may request additional information to be included with the application.
- E. An application for a Certificate of Approval shall not be considered complete until all required data has been submitted. An applicant may bring a preliminary proposal for improvements to the City Manager or the HDC for comments. When an application involves new construction, the applicant may present conceptual plans for review and comment before the preparation of construction drawings. The HDC or City Manager's approval of a preliminary or conceptual plan is a courtesy and such approval is not binding.
- F. Posted, mailed, and published notice shall be provided as set forth in Section 11.02.00.
- G. A quasi-judicial hearing shall be conducted as set forth in Section 11.04.00.
- H. Procedures for HDC action:
 - 1. If the application is for a Certificate of Approval for improvements requiring HDC review, the HDC shall take action within forty-five (45) days of the submission of a completed application, to approve, modify, or disapprove the application, in whole or in part. The HDC may extend action for a period of up to thirty (30) additional days. In the case of a demolition application, the HDC may suspend action on it for a period not to exceed 180 days.
 - 2. The decision of the HDC shall be in the form of a written order. Any documents, drawings, plans, or specifications submitted for review by the HDC shall be stamped and signed by the chair, and the same documents shall be submitted to the building department for building permit applications. In cases where the HDC has disapproved the plans, the City shall furnish the applicant with a copy of the HDC written order, including reasons for disapproval, together with a copy of any recommendations the HDC may have for changes necessary to be made before the plans will be reconsidered.
 - 3. Certificates of Approval shall be issued for a period of twelve (12) months, and are renewable for six (6) months without cause, and for an additional six (6) months, upon a showing of good cause by the applicant. The applicant shall submit a written request for extensions, with appropriate support documentation, if required.
- I. All work performed pursuant to the issuance of a Certificate of Approval shall conform to the requirements of the certificate.
 - 1. It shall be the duty of the City to inspect any work performed pursuant to the certificate, in order to ensure its compliance.
 - 2. If work is not performed in accordance with the Certificate of Approval, the City may issue a stop work order so that all work shall cease, or may take such other action as it deems appropriate. No person shall undertake any work on such project as long as such stop work order shall continue in effect.
 - 3. All work not in compliance may be required to be removed, regardless of hardship to the owner.

- J. Any change in the scope of work subsequent to the issuance of a Certificate of Approval shall require a new Certificate of Approval for the changes. Applications for approval of such changes shall be in compliance with all procedures as outlined in this section.
- K. If an applicant wishes to move a historic landmark, building, monument, or structure from its site; move a building or structure from a historic district; move a building or structure to a historic site; or move a building or structure to property in a historic district, the HDC shall consider, in addition to the points contained in this section:
 - 1. The contribution the building or structure makes to its present setting;
 - 2. Whether there are definite plans for the use of the site once vacated;
 - 3. Whether the building or structure can be moved without significant damage to its physical integrity; and
 - 4. The compatibility of the building or structure to its proposed site and adjacent properties.
- L. A Certificate of Approval is not required for work for which a building permit is not required and where the purpose and effect of such work is to correct deterioration, decay, or damage to a structure or any part of it, and where such work will restore the building to the same condition, as nearly as practicable, as its condition prior to the deterioration, decay or damage. Only repairs that will not change the exterior appearance or composition of the building materials shall be exempted.

8.03.03.01 Requirements for Demolition Applications

- A. Application requirements. Application for a Certificate of Approval for any demolition of a primary building or structure (contributing or noncontributing) located within a locally designated historic district or the CRA shall be submitted by the property owner to the HDC. No building or structure in a locally designated historic district or the CRA shall be demolished without approval by the HDC, unless by a superseding order of a government agency or a court of competent jurisdiction.
- B. Public hearings and notice requirements. Certificate of Approvals for demolition applications are to be heard in accordance with HDC hearing requirements for Certificate of Approval applications and noticed in accordance with City requirements for public hearings.
- C. Review criteria for demolition applications. In evaluating applications for a Certificate of Approval for demolition, the HDC shall consider the following:
 - 1. Whether the structure or site would meet national, state, or local criteria for designation;
 - 2. Whether the structure or site is a contributing structure or site to a locally designated or National Register historic district;
 - 3. Whether loss of the structure or site would deteriorate the quality or continuity of the historic district, or the surrounding neighborhood;
 - 4. Whether the structure or site is of such design, craftsmanship, or material that it could be reproduced only with great difficulty and/or expense;
 - 5. Whether the structure or site is one of the last remaining examples of its kind in the neighborhood, county or region, or is a distinctive example of an architectural or design style which contributes to the character of the district;
 - 6. Whether removal of the structure or site would destroy the historic relationship between structures or open space;
 - 7. Whether retention of the structure or site promotes the general welfare of the City by providing an opportunity for study of local history, architecture, and design, or

- by developing an understanding of the importance and value of a particular culture and heritage;
 - 8. Whether the applicant has made good faith efforts to pursue alternatives to demolition;
 - 9. Whether the applicant will be denied a reasonable return on his or her investment;
 - 10. Whether there is economic hardship for the applicant as demonstrated by requirements in Section 8.03.06;
 - 11. Whether the Code Enforcement and Appeals Board has recommended demolition of the structure.
- D. Written evidence. The HDC may request the following written evidence be submitted as part of an application for a Certificate of Approval for demolition:
- 1. A report from a certified property appraiser stating that such structure as it exists will not earn a reasonable economic return for the owner.
 - 2. A report from a certified property appraiser as to the estimated market value of the property both in its current condition and after completion of the proposed demolition or removal.
 - 3. A report from a licensed engineer or architect with experience in rehabilitation as to the structural soundness of the structure and its suitability for rehabilitation and/or relocation.
 - 4. An estimate from an architect, developer, real estate consultant, or appraiser experienced in rehabilitation as to the economic feasibility of rehabilitation or reuse of the existing structure in its current location or in any proposed new location.
- E. Demolition delay period. The HDC may grant a Certificate of Approval for demolition as requested by a property owner which may provide for a delayed effective date. The effective date of the certificate will be determined by the HDC based on the relative significance of the structure and the probable time required to arrange a possible alternative to demolition. The HDC may delay the demolition of contributing buildings within locally designated historic districts for up to six months, and for non-contributing buildings within locally designated historic districts for up to three months. During the delay period, the HDC may take such steps as it deems necessary to preserve the structure requested to be demolished and ensure that the structure is secured and stabilized. Such steps may include, but are not limited to, consultation with community groups, public agencies, and interested citizens; recommendations for acquisition of property by public or private bodies or agencies; and exploration of the possibility of moving the structure to a new location.
- F. Special requests precedent to demolition. The HDC may, with the consent of the property owner and at the property owner's expense, request that the owner salvage and preserve building materials, architectural details and ornamentation, fixtures and the like for reuse in the restoration of other historic properties. At the HDC's discretion, and with the property owner's consent, the HDC, Amelia Island Museum of History, or other local historical organizations at their expense, may salvage and preserve building materials, architectural details and ornamentation, fixtures, and the like. The HDC may, with the consent of the property owner and at the property owner's expense, recommend recording the architectural details for archival purposes prior to demolition. This recording may include, but is not limited to, photographs, videotaping, historical background information, and scaled architectural drawings.

- G. Denial of Certificate of Approval for demolition. The HDC's refusal to grant a Certificate of Approval for demolition requested by a property owner shall be supported by a written statement describing the public interest that the HDC seeks to preserve.
- H. Requirement of development plans. No contributing building or structure on a property located within a locally designated historic district or the CRA shall be totally demolished without first receiving at the minimum conceptual approval by the HDC for new construction. The requirement of a certificate of Approval for new construction may be waived by the HDC upon a showing of good cause that such requirement would be unduly harsh or would result in a substantial hardship to the property owner. A showing of good cause may include, but is not limited to, evidence that the property owner is unable to comply with the requirement for new construction due to advanced age, infirmity, physical or other handicap, or economic hardship. In the event economic hardship is claimed, the applicant must demonstrate the requirements in Section 8.03.06. Property owners seeking demolition of an unsafe structure based upon recommendation of the Code Enforcement and Appeals Board or the Building Official are exempt from this requirement. Upon approval by the HDC of a Certificate of Approval for demolition, the demolition permit shall not be issued until all demolition and new construction plans for the property have received all other required governmental approvals.
- I. Structures not in historic districts or the CRA. Upon receipt of a demolition permit application for properties not in the historic districts or the CRA, the Building Department shall notify the Planning Department. During the permit application review period, the Planning Department shall record the property through photographic documentation for archival purposes. The City may seek permission from the property owner to enter the building to take photographs prior to demolition.

8.03.04 Standards for Review of Certificate Applications

A. In addition to specific criteria referenced in Sections 8.03.03 and 8.03.06 regarding demolition, relocation, and economic hardship, the Historic District Council uses the following criteria for review of projects:

1. The Secretary of the Interior's Standards for Rehabilitation;
2. The applicable Design Guidelines: Historic Preservation Guidelines for the Downtown Historic District, the Old Town Preservation and Development Guidelines, and the Community Redevelopment Area Design Guidelines, all as amended from time to time; and
3. The City Comprehensive Plan; and
4. The City Land Development Code.

B. The City Manager, in considering any application for improvements subject to staff review, shall consider the same criteria in Section 8.03.04(A).

8.03.05 Standards for Archaeological Work; Discovery of Archaeological Sites (reserved)

8.03.06 Economic Hardship

A. A property owner may demonstrate economic hardship as to demolition, substitution of alternative building materials, or other cases for primary structures by providing the following information as applicable and as may be required by the HDC.

1. Owner currently receives fixed income benefits;
2. Owner currently receives assistance through income-indexed program which provides for physical improvements to the property;

3. An estimate of the cost of the proposed construction, alteration, demolition, or removal and an estimate of any additional cost that would potentially be incurred if the owner were to comply with the recommendations of the Board for the changes necessary to obtain a Certificate of Approval;
4. Any documentation related to good faith attempts to sell, rehabilitate or reuse the structure or structures within the last three (3) years;
5. Proof of payment of property taxes within the last three (3) years;
6. Owner has tax-exempt status as a (501)(c)(3) organization;
7. A report from a developer, real estate consultant, certified property appraiser or other real estate professional experienced in rehabilitation as to the economic feasibility or viability or rehabilitation or reuse of the existing structure or structures; and/or
8. A report from an engineer, architect or contractor with experience in rehabilitation as to the soundness of any structures on the property and their suitability or feasibility for rehabilitation or reuse.

B. Property owners are not required to prove economic hardship for accessory structures.

8.03.07 Demolition by Neglect

A. The following shall apply to maintenance and repair to structures in the locally designated historic districts, as well as any structure or property in the City that has been listed individually or deemed eligible for individual listing in the National Register:

1. The owner, lessee, or other person in physical control of the structure shall comply with all applicable codes, laws and regulations governing the maintenance and safety of property including but not limited to City Codes, as applicable. It is the intent of this section to preserve from deliberate or inadvertent neglect of the exterior features of a building designated as a contributing structure to a historic district, and the interior portions therefore when such maintenance is necessary to prevent deterioration and decay of the exterior. All such buildings shall be preserved against such decay and deterioration and shall be free from structural defects through prompt correction of any of the following defects:
 - a. Facades which may fall and injure members of the public or property;
 - b. Deteriorated or inadequate foundation, defective or deteriorated flooring or floor supports, deteriorated walls or other vertical structural supports;
 - c. Members of ceilings, roofs, ceiling and roof supports or other horizontal members which sag, split, or buckle due to defective material or deterioration;
 - d. Deteriorated or ineffective waterproofing of exterior walls, roofs, foundations or floors, including broken windows or doors;
 - e. Defective or insufficient weather protection for exterior wall covering, including lack of paint or weathering due to lack of paint or other protective covering.;
 - f. Any fault or defect in the building which renders it not properly watertight or structurally unsafe; and
 - g. Any fault or defect in the building rendering such structure an unsafe structure as defined under the provisions of Chapter 22, City Code of Ordinances.
2. Where the property is an archaeological site, the owner shall be required to maintain his property in such a manner so as not to adversely affect the archaeological integrity of the site.
3. It shall be the joint responsibility of the Building Department, Planning Department, and Code Enforcement staff to enforce the provisions of this section, and the divisions may

refer violations to the Code Enforcement and Appeals Board for enforcement proceedings pursuant to Chapter 2, City Code of Ordinances.

8.03.08 Emergency Actions

A. Emergency Repair Procedure

1. When any property within the historic districts or CRA requires immediate repair to preserve its continued habitability and/or the health and safety of its occupants or others, emergency repairs may be performed in accordance with applicable construction codes immediately upon approval of the Building Official, who shall certify that a bona fide emergency of the type referenced herein exists, without first obtaining a Certificate of Approval from the Historic District Council.
2. The procedures outlined in this section should be strictly limited to those circumstances which, in the opinion of the Building Official, meet the definition of an emergency as defined in Chapter 1 of the Land Development Code. No work in addition to the emergency repairs shall be performed until an appropriate request for approval has been received by the City Manager or his/her designee and the Historic District Council pursuant to the procedures set forth in this article.
3. If the Building Official or Fire Marshal determines that a building or structure in a local historic district or the CRA poses an immediate threat to persons or property, such official may order or conduct emergency repairs necessary to make the building or structure safe without the requirement of a Certificate of Approval. Under such circumstances, the repairs performed shall be only such as are necessary to preserve the continued habitability of the building or structure and/or the health and safety of its occupants or others and to prevent further damage. Where feasible, these temporary measures should be reversible without damage to the building or structure. Once such temporary repairs have been completed, no further work may be done on the building or structure until a Certificate of Approval is obtained.
4. Within 48 hours after the repairs are made, the Building Official making or ordering such authorized temporary repairs shall notify the Historic District Council Chair or staff. If any work intended to be permanent was performed, or is to be performed, the property owner must apply for a Certificate of Approval within 90 days after the emergency work is conducted in accordance with COA procedures, and the Historic District Council action shall supersede the emergency approval.

B. Emergency Demolition Procedures

1. The Building Official shall immediately notify the Community Development Director of cases where there are emergency conditions dangerous to life, health or property affecting a building or structure in a historic district or a building or structure that has been listed individually or deemed eligible for individual listing in the National Register, or a building over 45 years old. Notification to the Community Development Director shall consist of a written report from a Building or Code Enforcement Inspector describing the dangerous conditions, and any other documentation that the Community Development Director shall require.
2. The Community Development Director shall consult with Historic District Council staff and the Historic District Council Chair or HDC designee upon receipt of the statement or as soon as is practicably possible. The Director, staff, and the HDC Chair or HDC designee shall determine whether any additional information or documentation is needed. If so, the documentation or information shall be obtained by the Building Official. If not, or when requested information is received and

approved by staff and the HDC Chair or designee, the Building Official may order the dangerous conditions abated without a Certificate of Approval and without approval of the full HDC.

8.03.09 Appeals

- A. An applicant aggrieved by any decision of the HDC may appeal to the City Commission, with the exception of variances, which may be appealed to a court of record as outlined in Section 10.02.04(D).
- B. The petition shall be presented to the City Commission within thirty (30) days after the decision of the HDC; otherwise the decision of the HDC will be final.
- C. The request for an appeal shall be submitted in writing to the City Clerk, and the request shall state the basis for the appeal in clear and precise terms. The record on appeal shall consist of the record of the proceedings below (which shall be the minutes of the meeting, unless the person requesting the appeal provides a verbatim transcript at their cost) including the staff report and all other evidence presented by the City and the applicant. If either the City or the applicant desires to present new evidence, the matter may be referred back to the HDC for their review. When the record is complete, the City Clerk shall send a copy of the record and a notice of the hearing date to both parties. The parties shall receive a minimum of ten (10) days notice of hearing.
- D. An applicant may appeal a decision of the City Manager to the HDC. The applicant shall submit the appeal in writing and shall state the reasons for the appeal.

8.03.10 Enforcement; Penalties; Injunctive Relief

A. Enforcement

- 1. The City shall promptly stop any work attempted to be done without or contrary to a Certificate of Approval issued under this chapter.
- 2. Any sign or exterior illumination of walls, exterior roofs, or appurtenances of buildings displayed contrary to the provisions of this LDC shall be removed.
- 3. If the owner of the structure or building fails to correct the defects as outlined in this section, after knowledge of the existence of such defects has been brought to his attention, the owner shall be found in violation of this LDC, and shall be subject to a fine.

B. Penalty; restoration of building to former appearance

- 1. A violation of this LDC shall be a separate offense for each day or portion thereof during which any such violation continues to occur and each offense shall be punishable by a fine.
- 2. Any person who demolishes, alters, or constructs a building or structure in violation of this chapter shall be required to restore the building or structure and its site to its appearance prior to the violation. This civil remedy shall be in addition to and not in lieu of any civil or criminal prosecution and penalty.

8.03.11 Tax Exemptions for Historic Properties

Tax exemptions on City ad valorem taxes for qualifying projects are explained in the City Code of Ordinances, Chapter 74, Article V.

8.03.12 Severability

The provisions of these sections are declared to be severable and if any section, sentence, clause or phrase of these sections shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses and phrases of these sections, but they shall remain in effect.

United States Department of the Interior
National Park ServiceNational Register of Historic Places
Registration Form

NR listed 1/29/90.

This form is for use in nominating or requesting determinations of eligibility for individual properties or districts. See instructions in *Guidelines for Completing National Register Forms* (National Register Bulletin 16). Complete each item by marking "x" in the appropriate box or by entering the requested information. If an item does not apply to the property being documented, enter "N/A" for "not applicable." For functions, styles, materials, and areas of significance, enter only the categories and subcategories listed in the instructions. For additional space use continuation sheets (Form 10-900a). Type all entries.

1. Name of Property

historic name Old Town Fernandina Historic Site

8 NA 238

other names/site number Original Town of Fernandina

2. Location

street & number Bounded by Marine, Towngate, Garden & Ladies Sts. N/A ☐ not for publicationcity, town Fernandina BeachN/A ☐ vicinitystate Floridacode FLcounty Nassaucode 089zip code 32034

3. Classification

Ownership of Property

☒ private☒ public-local☒ public-State☐ public-Federal

Category of Property

☐ building(s)☐ district☒ site☐ structure☐ object

Number of Resources within Property

Contributing

11

Noncontributing

39 buildings sites structures objects39 Total

Name of related multiple property listing:

N/ANumber of contributing resources previously
listed in the National Register 0

4. State/Federal Agency Certification

As the designated authority under the National Historic Preservation Act of 1966, as amended, I hereby certify that this
☒ nomination ☐ request for determination of eligibility meets the documentation standards for registering properties in the
National Register of Historic Places and meets the procedural and professional requirements set forth in 36 CFR Part 60.
In my opinion, the property ☒ meets ☐ does not meet the National Register criteria. ☐ See continuation sheet.

Signature of certifying official

Date

State Historic Preservation Officer/Bureau of Historic Preservation

State or Federal agency and bureau

In my opinion, the property ☐ meets ☐ does not meet the National Register criteria. ☐ See continuation sheet.

Signature of commenting or other official

Date

State or Federal agency and bureau

5. National Park Service Certification

I, hereby, certify that this property is:

☐ entered in the National Register.☐ See continuation sheet.☐ determined eligible for the National
Register. ☐ See continuation sheet.☐ determined not eligible for the
National Register.☐ removed from the National Register.☐ other, (explain:) _____

Signature of the Keeper

Date of Action

1

☐ Original
☒ Update
 (give site#)



ARCHAEOLOGICAL SITE FORM FLORIDA MASTER SITE FILE

Version 2.2 3/97

Consult Guide to Archaeological Site Form for detailed instructions.

Site #8 NA 238NR
 Recorder Site#
 Field Date 10 / 1 / 98
 Form Date 4 / 16 / 99

Site Name(s) Old Town Fernandina
 Project Name Old Town Monitoring
 Ownership: ☐ private-profit ☐ private-nonprofit ☐ private-individual ☐ private-unspecified ☒ city ☐ county ☐ state ☐ federal ☐ foreign ☐ Native American ☐ unknown
 USGS 7.5 Map Name & Date Fernandina Beach 1992 County Nassau
 Township 1N Range 28E Section 14 ☒ Check if Irregular Section; Qtr. Section (check all that apply): ☐ ONE ☒ NW ☐ SE ☐ SW
 Landgrant _____ Tax Parcel # (s) _____
 City / Town (# within 3 mi.) Fernandina Beach In Current City Limits? ☒ Yes ☐ No ☐ Unknown
 UTM: Zone ☐ 16 ☒ 17 Easting 4 5 6 3 8 0 Northing 3 3 9 5 0 0 0
 Address / Vicinity of / Route to From downtown Fernandina Beach, Drive North on 14th Street, Old Town
is on the west at the North end of the island, south of Fort Clinch State Park
 Name of Public Tract (e.g., park) _____

TYPE OF SITE (Check all choices that apply; if needed write others in at bottom)

SETTING *	STRUCTURES - OR - FEATURES *	FUNCTION *
☒ Land - terrestrial ☐ Cave/Sink - subterranean ☐ terrestrial ☐ aquatic ☐ intermittently flooded ☒ Wetland - palustrine ☐ usually flooded ☐ sometimes flooded ☐ usually dry	☐ aboriginal boat ☐ agnc/farm building ☐ burial mound ☒ building remains ☒ cemetery/grave ☐ dump/refuse ☐ earthworks ☐ fort ☐ midden ☐ mill unspecified ☐ mission ☐ mound unspecified ☐ plantation ☐ platform mound ☒ road segment ☒ shell midden ☐ shell mound ☐ shipwreck ☒ subsurface features ☒ surface scatter ☒ well	☐ none specified ☐ campsite ☐ extractive site ☐ habitation (prehistoric) ☐ homestead (historic) ☐ farmstead ☒ village (prehistoric) ☒ town (historic) ☐ quarry

HISTORIC CONTEXTS (Check all that apply; use most specific subphases; e.g., if Glades Ia only, don't also use Glades I)

Aboriginal *	Nonaboriginal *
☐ Alachua ☐ Archaic, Early ☐ Archaic, Middle ☒ Archaic, Late ☐ Archaic unspecified ☐ Belle Glade I ☐ Belle Glade II ☐ Belle Glade III ☐ Belle Glade IV ☐ Belle Glade unspcified ☐ Cades Pond ☐ Deptford ☐ Englewood ☐ Fort Walton ☐ Glades Ia ☐ Glades Ib ☐ Glades I unspcified ☐ Glades IIa ☐ Glades IIb ☐ Glades IIc ☐ Glades II unspcified ☐ Glades IIIa ☐ Glades IIIb ☐ Glades IIIc ☐ Glades III unspcified ☐ Glades unspcified ☐ Hickory Pond ☐ Leon-Jefferson ☐ Malabar I ☐ Malabar II ☐ Manasota ☐ Mount Taylor ☐ Norwood ☒ Orange ☐ Paleoindian ☐ Pensacola ☐ Perico Island ☐ Safety Harbor ☐ Seminole: 2d War To 3d ☐ Seminole: 3d War On ☐ Seminole unspecified ☐ Swift Creek, Early ☐ Swift Creek, Late ☐ Swift Creek, unspecified ☐ Transitional ☐ Weeden Island I ☐ Weeden Island II ☐ Weeden Island unspcified ☐ Prehistoric nonceramic ☐ Prehistoric ceramic ☐ Prehistoric unspecified	☐ First Spanish 1513-99 ☐ First Spanish 1600-99 ☐ First Spanish 1700-1763 ☒ First Spanish unspecified ☒ British 1763-1783 ☒ Second Spanish 1783-1821 ☒ American Territorial 1821-45 ☒ American Civil War 1861-65 ☒ American 19th Century ☒ American 20th Century ☐ American unspecified ☐ African-American

☐ Other: (Less common phases are not check-listed. For historic sites, also give specific dates if known.) _____

* Consult Guide to Archaeological Site Form for preferred descriptions not listed above (data are "coded fields" at the Site File).

SURVEYOR'S EVALUATION OF SITE

Potentially eligible for a local register? ☒ Yes: name register at right ☐ No ☐ Insufficient info Name of local register if eligible: _____
 Individually eligible for National Register? ☒ Yes ☐ No ☐ Insufficient info
 Potential contributor to NR district? ☒ Yes ☐ No ☐ Insufficient info
 Explanation of Evaluation (Required if evaluated; limit to 3 lines; attach full justification) While the current NR listing for 8NA238
Specifies a short time period (ca. 1811-1821) the site is also a multicomponent
archaeological site of considerable prehistoric and historic significance.
 Recommendations for Owner or SHPO Action _____
 List archaeological components as NR eligible and conduct further work. _____

DHR USE ONLY OFFICIAL EVALUATIONS DHR USE ONLY

NR DATE ____/____/____	KEEPER-NR ELIGIBILITY: ☒ Yes ☐ No	Date ____/____/____
DELIST DATE ____/____/____	SHPO-NR ELIGIBILITY: ☒ Yes ☐ No ☐ potentially elig. ☐ Insufficient info.	Date 2/3/99
	LOCAL DESIGNATION: _____	Date ____/____/____
	Local office _____	
National Register Criteria for Evaluation ☐ a ☐ b ☐ c ☐ d (See National Register Bulletin 15, p. 2)		

ARCHAEOLOGICAL SITE FORM

Site #8 NA238NR

Consult Guide to Archaeological Site Form for detailed instructions

FIELD METHODS (Check one or more methods for detection and for boundaries)

SITE DETECTION*

- ☐ no field check ☐ exposed ground ☐ screened shovel
☒ literature search ☐ posthole digger
☐ informant report ☐ auger-size: _____
☐ remote sensing ☐ unscreened shovel

Other methods; number, size, depth, pattern of units, screen size (attach site plan) _____

SITE BOUNDARIES*

- ☐ bounds unknown ☐ remote sensing ☐ unscreened shovel
☒ none by recorder ☐ insp exposed ground ☐ screened shovel
☐ literature search ☐ posthole tests ☐ block excavations
☐ informant report ☐ auger-size: _____ ☐ estimate or guess

SITE DESCRIPTION

Extent Size (m²) 36AC Depth/stratigraphy of cultural deposit A layer of shell covers much of the site; Below that a number of features intrude into sterile soil to depths of one meter or more.

Temporal Interpretation* - Components (check one): ☐ single ☐ prob single ☐ prob multiple ☒ multiple ☐ uncertain ☐ unknown
 Describe each occupation in plan (refer to attached large scale map) and stratigraphically. Discuss temporal and functional interpretations: Prehistoric and historic remains cover a 36 acre area. Further work in the form of mechanical stripping is needed to fully interpret site extent.

Integrity Overall disturbance: ☐ none seen ☐ minor ☐ substantial ☐ major ☐ redeposited ☐ destroyed-document ☒ unknown
 Disturbances/threats/protective measures Houses have been built across the site, and upper soil is mixed in many areas.

Surface: area collected 36ac. m² # collection units _____; Excavation: # noncontiguous blocks _____

ARTIFACTS

Total Artifacts # 1000 (C)ount or (E)stimate? Surface # 250 (C) or (E) Subsurface # 750 (C) or (E)

COLLECTION SELECTIVITY*

- ☐ unknown ☐ unselective (all artifacts)
☒ selective (some artifacts)
☐ mixed selectivity

SPATIAL CONTROL*

- ☐ uncollected ☒ general (not by subarea)
☐ unknown ☐ controlled (by subarea)
☐ variable spatial control

☐ Other _____ARTIFACT CATEGORIES* and DISPOSITIONS* (example: A bone-human)

Pick exactly one code from Disposition List ⇒ ⇒ ⇒ ⇒

- A bone-animal _____ exotic-nonlocal
A bone-human S glass
_____ bone-unspecified A lithics-aboriginal
_____ bone-worked S metal-nonprecious
S brick/building debris A metal-precious/coin
S ceramic-aboriginal O shell-unworked
S ceramic-nonaboriginal A shell-worked
_____ daub _____ Others: _____

Disposition List*

- A - category always collected
S - some items in category collected
O - observed first hand, but not collected
R - collected and subsequently left at site
I - informant reported category present
U - unknown

Artifact Comments see Smith 1998DIAGNOSTICS (Type or mode, and frequency: e.g., Suwanee ppk, heat-treated chert, Deptford Check-stamped, ironstone/white ware)

- | | | |
|----------------------------------|---------------------------------------|--|
| 1. <u>St. Johns, various</u> N= | 5. <u>Whiteware</u> N= | 9. <u>1710 Spanish Maravedi</u> N= <u>1</u> |
| 2. <u>Creamware</u> N= | 6. <u>Deptford</u> N= | 10. <u>1821 Russian 20 Kopek</u> N= <u>1</u> |
| 3. <u>Pearlwares, various</u> N= | 7. <u>Tallahassee PPK</u> N= <u>1</u> | 11. <u>1733 Spanish Reale</u> N= <u>1</u> |
| 4. <u>Stonewares</u> N= | 8. <u>Olive Jar</u> N= | 12. <u>1790 Netherlands Copper</u> N= <u>1</u> |

ENVIRONMENT

Nearest fresh water type* & name (incl. relict source) spring Distance (m)/bearing South edge
 Natural community (FNAI category* or leave blank) _____
 Local vegetation mixed woodland
 Topography* bluff Min Elevation 5 meters Max Elevation 6 meters
 Present land use residential
 SCS soil series Kureb Soil association Kureb -Fripp -Newhan

FURTHER INFORMATION

Informant(s): Name/Address/Phone/Email Greg C. Smith, ESI, 8711 Perimeter Park Blvd., Jax., FL 32216

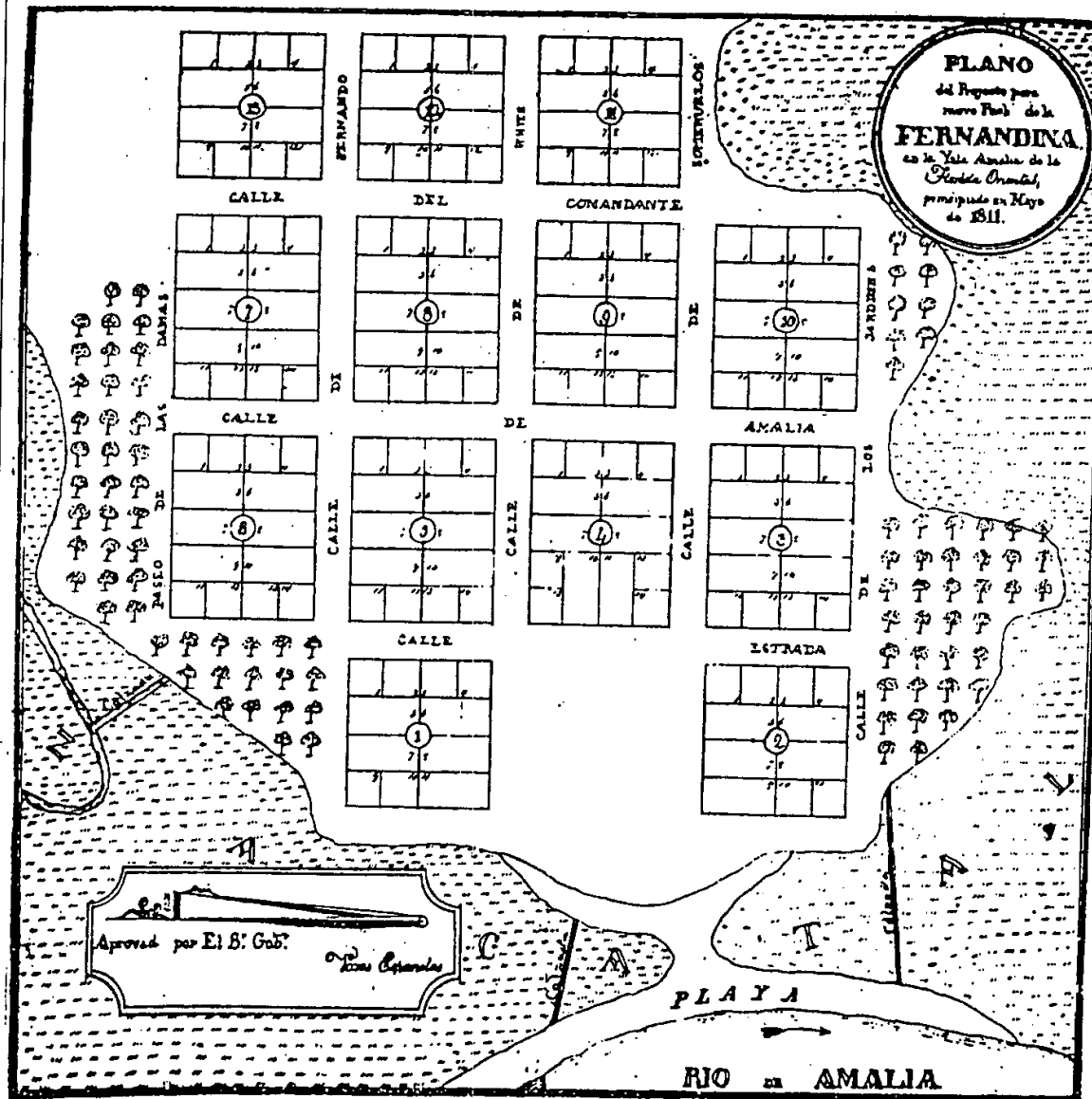
Describe field & analysis notes, artifacts, photos. For each, give type* (e.g., notes), curating organization*, accession #s, and short description.
All at ESI Jacksonville

Manuscripts or Publications on the site (Use continuation sheet, give FMSF# if relevant) Smith, Greg C.- Archaeological Monitoring in Old Town (8NA238), Fernandina Beach, Nassau County, Florida
Griffin and Steinback 1991

Recorder(s): Name/Addr./Phone/Email Greg C. Smith, ESI

Affiliation* or FAS Chapter _____

* Consult Guide to Archaeological Site Form for preferred descriptions not listed above (data are "coded fields" at the Site File).



Original 1811 Plot for the City of Fernandina



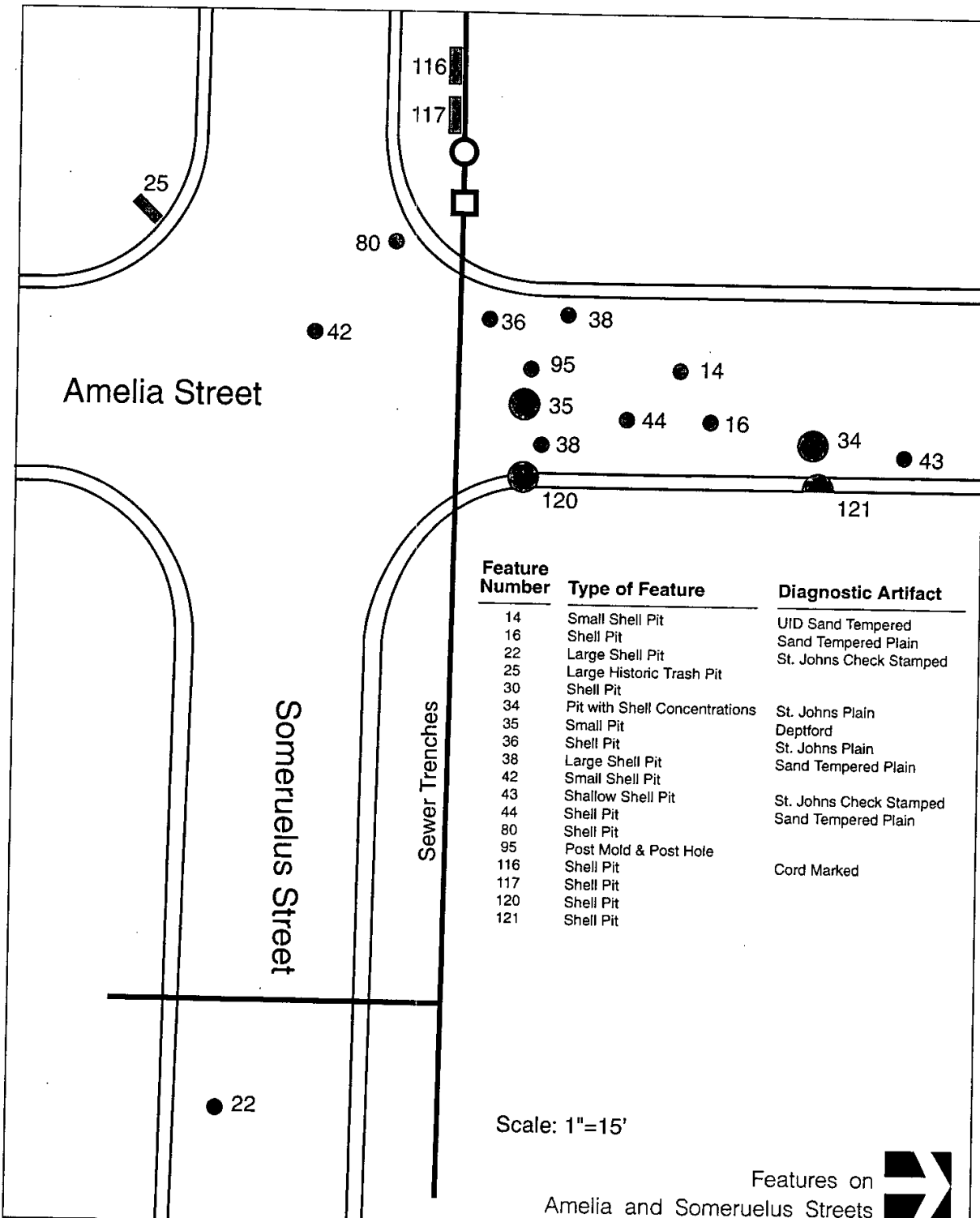
**ENVIRONMENTAL
SERVICES, INC.**

Old Town Fernandina
Nassau County, Florida

Project No.	EJ96115
-------------	---------

Date May 1998

Figure No. 3



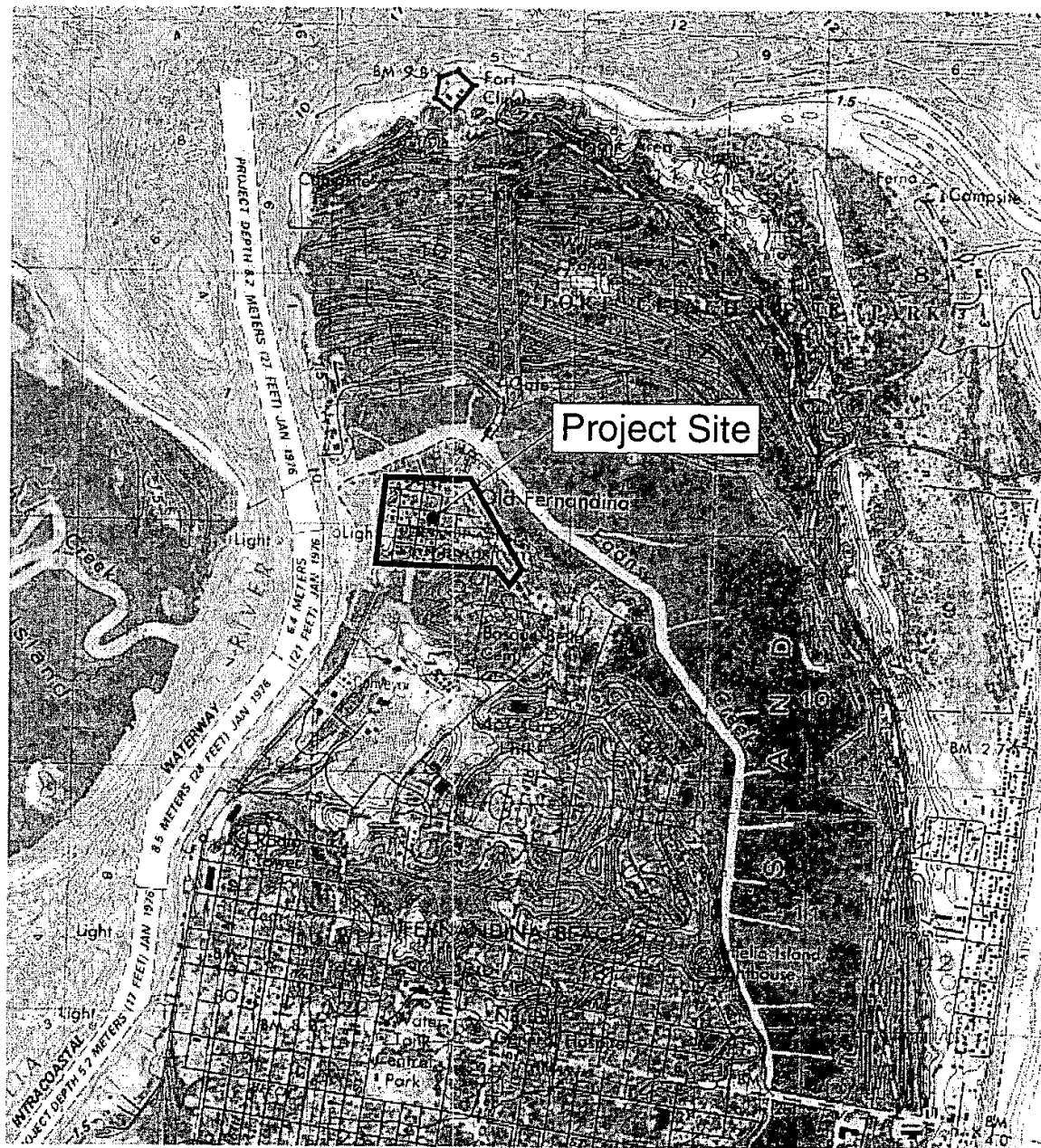
ENVIRONMENTAL
SERVICES, INC.

Old Town Fernandina
Nassau County, Florida

Project No. EJ96115

Date April 1998

Figure No. 27



Source: U.S.G.S. Topographical Survey, Fernandina Beach, FL., Quadrangle (1992)
Scale 1"=2000'

Location/Topographical Map



ENVIRONMENTAL
SERVICES, INC.

Old Town Fernandina
Nassau County, Florida

Project No. EJ96115

Date May 1998

Figure No. 1



1. Original Town of Fernandina Archaeological Site
2. Fernandina Beach (Nassau County), Florida
3. Historic Property Associates, Inc.
4. 1986
5. Historic Property Associates, Inc.
6. Plaza Lot Looking West Toward Amelia River
7. Photo No. 1 of 13



1. Shore line, Amelia River
2. Plaza vicinity, Fernandina Beach (Nassau County), Florida.
3. Paul Weaver.
4. 1986
5. Fernandina-Amelia Island Restoration Foundation.
6. Facing north toward Egan's Creek.
7. Photo No. 2 of 13



1. Egan's Creek
2. Egan's Creek, Fernandina Beach (Nassau County), Florida.
3. Paul Weaver.
4. 1986
5. Fernandina-Amelia Island Restoration Foundation.
6. Facing west, north boundary of site.
7. Photo No. 3 of 13



1. Ladies Street
2. Ladies Street, Fernandina Beach (Nassau County), Florida.
3. Paul Weaver.
4. 1986
5. Fernandina-Amelia Island Restoration Foundation.
6. Facing east, vicinity of blockhouse.
7. Photo No. 4 of 13



5

1. Estrada Street
2. Estrada Street, Fernandina Beach
(Nassau County), Florida.
3. Paul Weaver.
4. 1986
5. Fernandina-Amelia Island Restoration
Foundation.
6. Facing north, south side of plaza.
7. Photo No. 5 of 13



1. Shell midden
2. Ladies Street, Fernandina Beach (Nassau County), Florida.
3. Paul Weaver.
4. 1986
5. Fernandina-Amelia Island Restoration Foundation.
6. Shell midden near site of blockhouse.
7. Photo No. 6 of 13



1. White Street
2. White Street, Fernandina Beach (Nassau County), Florida.
3. Paul Weaver.
4. 1986
5. Fernandina-Amelia Island Restoration Foundation.
6. Facing west toward Old Town.
7. Photo No. 7 of 13



1. Ladies Street
2. Ladies Street, Fernandina Beach (Nassau County), Florida.
3. Paul Weaver.
4. 1986
5. Fernandina-Amelia Island Restoration Foundation.
6. Facing west, near north boundary of site.
7. Photo No. 8 of 13



1. Garden Street
2. Garden Street, Fernandina Beach
(Nassau County), Florida.
3. Paul Weaver.
4. 1986
5. Fernandina-Amelia Island Restoration
Foundation.
6. Facing east, near south boundary of site.
7. Photo No. 9 of 13



1. 14th Street
2. 14th Street, Fernandina Beach (Nassau County), Florida
3. Paul Weaver.
4. 1986
5. Fernandina-Amelia Island Restoration Foundation.
6. Facing north, near east boundary.
7. Photo No. 10 of 13

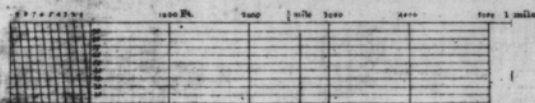
MAP
OF
CUMBERLAND SOUND
AND
AMELIA BAR

SURVEYED BY

CAPTAIN J MACKAY Corps Top! Engineers: Commanding
Lieuts. M.L. SMITH and J. POPE do. do.
J. S. WILLIAMS Civil Engineer:

1843.

SCALE OF 6 INCHES TO 1 MILE



The soundings are given in feet at ordinary low water.

TIGER ISLAND

BELL'S RIVER

AMELIA RIVER

AMELIA

1. Original Town of Fernandina Archaeological Site
2. Fernandina Beach (Nassau County), Florida
3. Historic Property Associates, Inc.
4. 1986
5. Historic Property Associates, Inc.
6. Mackay's Map of Amelia Island Showing the Town of Fernandina
7. Photo No. 11 of 13



1. OLD TOWN
2. FERNANDINA BEACH
(NASSAU COUNTY), FLORIDA.
3. NONE
4. C. 1821
5. FERNANDINA-AMELIA ISLAND
RESTORATION FOUNDATION
6. MAP OF OLD TOWN SHOWING
FT. SAN CARLOS
7. PHOTO NO. 2 OF 6



1	2	3	4	5	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	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
---	---	---	---	---	---	---	---	---	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	-----

TIDE TABLE
CITY OF ST. MARYS

1	2	3	4	5	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	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
---	---	---	---	---	---	---	---	---	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	-----

C E D A O V

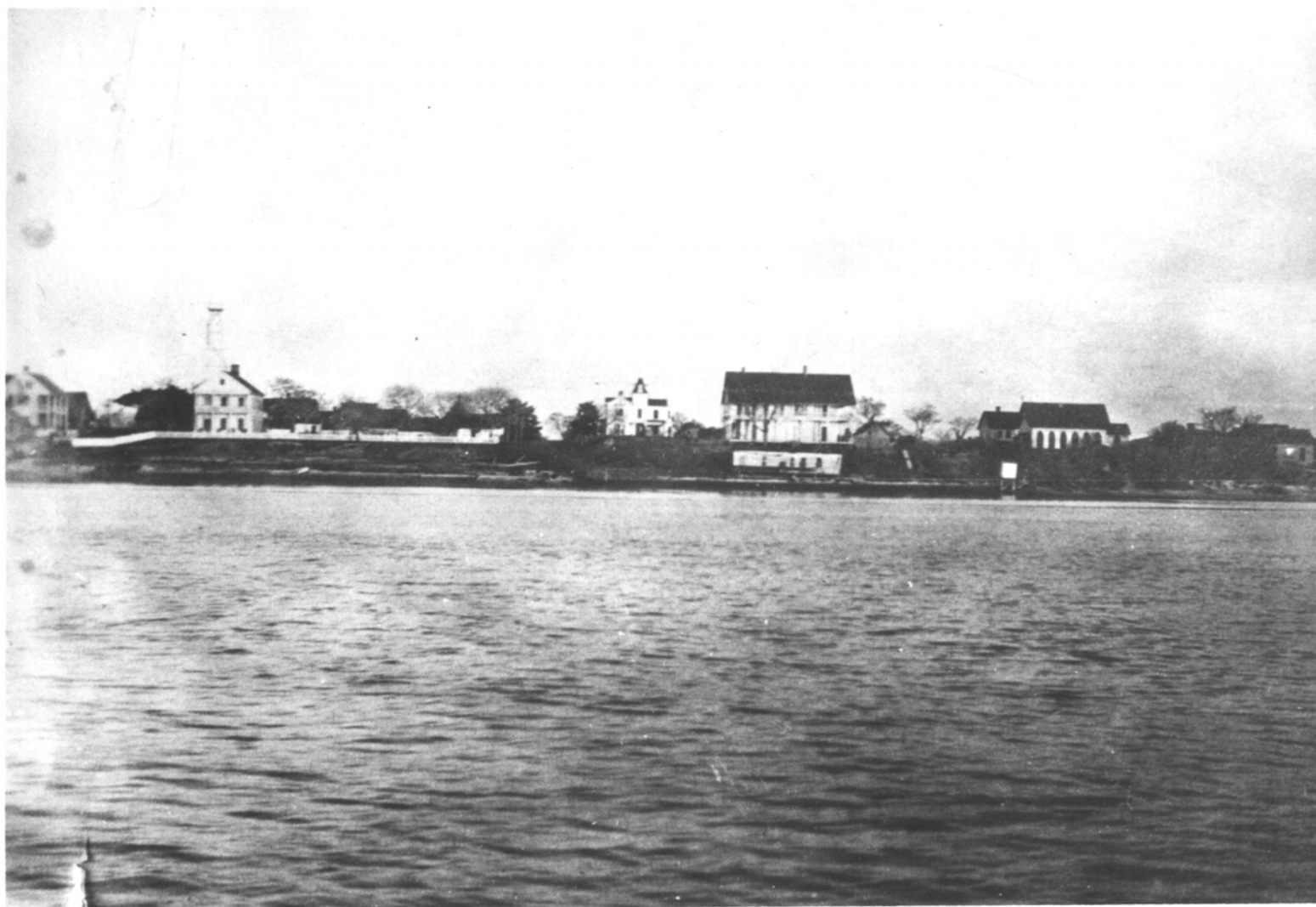
1. OLD TOWN
2. FERNANDINA BEACH
(NASSAU COUNTY), FLORIDA.
3. NONE
4. 1841
5. FERNANDINA-AMELIA ISLAND
RESTORATION FOUNDATION
6. MAP OF OLD TOWN SHOWING
FT. SAN CARLOS, BLOCK-
HOUSE, TOWN PLAN
7. PHOTO NO. 3 OF 6

1. Original Town of Fernandina Archaeological Site
2. Fernandina Beach (Nassau County), Florida
3. Historic Property Associates, Inc.
4. 1986
5. Historic Property Associates, Inc.
6. 1811 Plan of Fernandina
7. Photo No. of



1. Original Town of Fernandina Archaeological Site
2. Fernandina Beach (Nassau County), Florida
3. Historic Property Associates, Inc.
4. 1986
5. Historic Property Associates, Inc.
6. House on Someruelos Street
7. Photo No. of





United States Department of the Interior
National Park ServiceNational Register of Historic Places
Registration Form

This form is for use in nominating or requesting determinations of eligibility for individual properties or districts. See instructions in *Guidelines for Completing National Register Forms* (National Register Bulletin 16). Complete each item by marking "x" in the appropriate box or by entering the requested information. If an item does not apply to the property being documented, enter "N/A" for "not applicable." For functions, styles, materials, and areas of significance, enter only the categories and subcategories listed in the instructions. For additional space use continuation sheets (Form 10-900a). Type all entries.

1. Name of Property

historic name Original Town of Fernandina Historic Site
other names/site number Old Town

2. Location

street & number N/A N/A ☐ not for publication
city, town Fernandina Beach ☐ vicinity
state Florida code 012 county Nassau code 089 zip code

3. Classification

Ownership of Property

- ☐ private
☐ public-local
☐ public-State
☐ public-Federal

Category of Property

- ☐ building(s)
☐ district
☒ site
☐ structure
☐ object

Number of Resources within Property

Contributing	Noncontributing
_____	_____ buildings
_____	_____ sites
_____	_____ structures
_____	_____ objects
_____	_____ Total

Name of related multiple property listing: _____

Number of contributing resources previously listed in the National Register _____

4. State/Federal Agency Certification

As the designated authority under the National Historic Preservation Act of 1966, as amended, I hereby certify that this ☐ nomination ☐ request for determination of eligibility meets the documentation standards for registering properties in the National Register of Historic Places and meets the procedural and professional requirements set forth in 36 CFR Part 60. In my opinion, the property ☐ meets ☐ does not meet the National Register criteria. ☐ See continuation sheet

Signature of certifying official _____

Date _____

State or Federal agency and bureau _____

In my opinion, the property ☐ meets ☐ does not meet the National Register criteria. ☐ See continuation sheet

Signature of commenting or other official _____

Date _____

State or Federal agency and bureau _____

5. National Park Service Certification

I, hereby, certify that this property is:

- ☐ entered in the National Register.
☐ See continuation sheet.
☐ determined eligible for the National Register. ☐ See continuation sheet.
☐ determined not eligible for the National Register.

- ☐ removed from the National Register.
☐ other, (explain:) _____

Signature of the Keeper _____

Date of Act _____

6. Function or Use

Historic Functions (enter categories from instructions)

Domestic/ single dwelling/ village site
Defense/ military facility
Landscape/ plaza

Current Functions (enter categories from instructions)

Domestic/ single dwelling
Landscape/ park

7. Description

Architectural Classification
(enter categories from instructions)

Materials (enter categories from instructions)

foundation

walls

roof

other

Describe present and historic physical appearance.

9. Major Bibliographical References

NA-89

NA238

See Continuation Sheet

Previous documentation on file (NPS):

- ☐ preliminary determination of individual listing (36 CFR 67) has been requested
- ☐ previously listed in the National Register
- ☐ previously determined eligible by the National Register
- ☐ designated a National Historic Landmark
- ☐ recorded by Historic American Buildings Survey # _____
- ☐ recorded by Historic American Engineering Record # _____

☒ See continuation sheet

Primary location of additional data:

- ☒ State historic preservation office
- ☐ Other State agency
- ☐ Federal agency
- ☐ Local government
- ☐ University
- ☐ Other

Specify repository: _____

10. Geographical Data

Acreage of property 36 appr.

UTM References

	Zone	Easting	Northing
A	17	456260	3395260
C	17	456680	3394820

	Zone	Easting	Northing
B	17	456720	3395200
D	17	456220	3394880

N/A ☐ See continuation sheet

Verbal Boundary Description

See Continuation Sheet

☒ See continuation sheet

Boundary Justification

See Continuation Sheet

☒ See continuation sheet

11. Form Prepared By

name/title W. Carl Shiver, Historic Sites Specialist

organization Bureau of Historic Preservation date 12-12-89

street & number 500 South Bronough Street telephone (904) 487-2333

city or town Tallahassee state Florida zip code 32399-0250

7. Description

The Original Town of Fernandina Archaeological Site encompasses the greater part of the Old Town subdivision of the city of Fernandina Beach, Florida, which is the seat of Nassau County. Old Town is located north of the city, near the north end of Amelia Island, on a small peninsula formed by the confluence of Egans Creek on the north and east and the Amelia River on the west. North of Egans Creek and its surrounding marshes is Ft. Clinch State Park, the principal feature of which is a Civil War era masonry fort that overlooks the entrances of the St. Marys and Amelia rivers to the Atlantic Ocean. South of Old Town is another marsh and an industrial plant that separates the earlier community from present-day Fernandina.

The site comprises 30 city blocks, including the Plaza Lot (the site of Ft. San Carlos) and 11 city streets, an area of about 44 acres in all. Excluded from the nomination are the city cemetery and those lots along the Amelia River west of the Plaza lot. The cemetery was enlarged to abut the town after 1821 and the river lots were the result of extensive fill after 1811 that have been subject to vast alterations as a consequence of changes in the course of the Amelia River and the erosion from rainwater runoff.

The present plan of Old Town reflects the original plat of the town in 1811 and its subsequent enlargement in 1821. It consists of a regular grid of streets, most of which are presently unpaved, framing square blocks. There are no buildings or substantial above ground structures dating prior to the establishment of the new town of Fernandina further south in 1853. Visible, however, are oyster shells and occasional pot sherds and other minor artifacts from the Indian habitations that preceded the establishment of the town.

Archaeological excavations in 1950 and 1963 uncovered a number of aboriginal sites, including burials and campsites, and the subsurface remains of Ft. San Carlos, constructed in 1816 and abandoned ca. 1821. There was no systematic attempt to document house sites or the locations of churches and other important buildings.

There are 42 buildings in Old Town, all but two of which are residences. As no early visual representations of Fernandina are available, the exact locations of buildings dating prior to 1853 can only be determined by archaeological investigation and, to some extent, reference to Spanish Land Grant records. None of the existing structures are thought to date from the ~~historic~~ *historic period of significance*.

In 1821 the town consisted "of about forty houses, built of wood, in six street, regularly intersecting each other at right angles, having rows of trees (Pride of India) and a square, with a small fort of eight guns, fronting the water. Several of these houses are two stories high, with galleries, and form a handsome appearance." (James Grant Forbes, 1821).

The 1963 excavations indicated that some of the "shell midden" features interpreted as in situ aboriginal deposits in the earlier 1951 tests were in fact the result of land modification in the Spanish period, and particularly during the construction of the Fort San Carlos earthworks. There were, however, undisturbed features dating from prehistoric archeological periods from the fiber-tempered pottery Orange Period (2000-500 B.C.) through the intervening St. Johns/Savannah periods and into the contact period San Marcos (or Mission) Period. Pre-nineteenth century occupation of the Plaza Lot area, which is the only part of the site which has been adequately tested, would appear to have been intermittent and somewhat sparse, rather than the result of established villages (Smith and Bullen 1971:34). Nevertheless, prehistoric and contact period cultural remains are to be expected in isolated features almost anywhere within the site boundaries, and the presence of more substantial prehistoric or mission period occupations elsewhere within the boundaries of the town cannot be ruled out. The same may be said for occupation during the British Period (1763-1784). (see supra for comment on possible mission site.)

The major disturbance to the site has been the erosion of the bluff edge on the west side of the site. As demonstrated by the archeology at Fort San Carlos, this has been substantial, leading to the loss of a considerable part of the fort. Early maps show the fort as located on a protruding bulge of the bluff, and it is this protrusion which has seen the major erosional reduction. While natural erosion must be considered as the major cause, Smith and Bullen noted a ten foot lateral reduction between 1951 and 1963 which they blamed largely on the undercutting of the face by human agents, probably pot-hunters or souvenir hunters.

As noted, the major part of the site has suffered primarily from the natural development and use of the area as a townsite. It is believed that this source of disturbance is not greater than other occupied communities, and considerably less than many.

Except for the portions of the site already lost, the natural and human actions have not impacted the resource in a manner detrimental to productive and important research.

List of Non-contributing Properties in Old Town

1. Amelia Street

22
24

2. Commandant Street

406

3. Estrada Street

18
106
107
212
514

4. Garden Street

920
922

5. Ladies Street

713
715
811
902
1012

6. Marine Street (0)

7. New Street

109
503

8. San Fernando Street

712
714
801
803
808
818
900
910

9. Someruelos Street

801
822
902
910
911

10. Towngate Street (0)

11. White Street

801
803
900
917
919
1001
1002
1011
1132

12. Fourteenth Street*

1615
1620

* N o t a h i s t o r i c s t r e e t

8. Statement of Significance

Certifying official has considered the significance of this property in relation to other properties:

☒ nationally ☐ statewide ☐ locally

Applicable National Register Criteria ☒ A ☐ B ☐ C ☒ D

Criteria Considerations (Exceptions) ☐ A ☐ B ☐ C ☐ D ☐ E ☐ F ☐ G

Areas of Significance (enter categories from instructions)

Archaeology --
"
" Historic - Non-Aboriginal
Exploration/ Settlement
Community Planning and Development

Period of Significance

1811-1821

Significant Dates

1811

Cultural Affiliation

Architect/Builder

Significant Person

State significance of property, and justify criteria, criteria considerations, and areas and periods of significance noted above.

SIGNIFICANCE

The Old Town of Fernandina Archaeological Site fulfills criteria A, and C, and D for listing in the National Register of Historic Places. It is significant in the area of historic archaeology, community planning, and exploration and settlement. Fernandina was the last community officially established by the Spanish in North America (1811). After Florida was ceded to the United States by Spain in 1821, Old Fernandina became the seat of Nassau County (1824), finally being abandoned for the site of what is now Fernandina Beach. Through archaeological investigations conducted in 1950 and 1963, the area has yielded, and promises to yield in future surveys, important information about the history of the area.

What appears to be the earliest historical record of what was to become the town of Fernandina is a reference by Pedro de Arcos in his 1675 list of Spanish missions of Guale (Georgia and the Carolinas) and Mocama (Amelia Island) to a village of about 50 pagan Yamassee Indians located near what is now known as the Plaza Lot. This same settlement is mentioned in a letter of the same year written by Bishop Calderon to the Queen of Spain. Arcos also referred to the Franciscan mission of Santa Maria, at that time located about 2 1/2 miles south of the Yamassee village. The mission, however, may have earlier been located near the Plaza Lot and moved to its new location, as a more defensive position, because of British pressure on Spanish settlements and missions in the Guale region.¹

At that time there was a fort associated with the Santa Maria mission and an advance guardpost located at the Plaza Lot. Both the mission and fort, called the "Town of St. Mary's" and the "sentinel house" at the Plaza Lot were noted in 1696 by Jonathan Dickinson, who was among a party of Quakers that were shipwrecked on the coast of Florida during a voyage to Philadelphia from the Bahamas. Dickinson's Journal gives an account of what the group saw when transported along the inland waterway by the Spanish.² Six years later, the British sent a military expedition, led by Governor James Moore of South Carolina, against the Spanish missions and settlements north of St. Augustine. The mission of Santa Maria and the guardhouse at the Plaza Lot were burned and the inhabitants of Amelia Island forced to flee to the safety of St. Augustine.³

The Spanish did not bother to reoccupy Amelia Island when the British withdrew. It was still abandoned in 1732 when James Oglethorpe and his associates began formally establishing their Georgia Colony. On a trip south in 1736, Oglethorpe visited Amelia Island, to which he gave its present name, and established an advance garrison at the Plaza Lot, providing the troops with boats with which to patrol the Amelia and St. Marys rivers. The men also built a small palisade mounting eight guns which overlooked the Amelia River. The garrison was withdrawn in 1742, and Amelia Island once again was left deserted until Florida officially became a British colony as a result of the Seven Years War.⁴

14238

More familiar to Americans as the French and Indian War (1754-1760), the conflict was the final phase of a century-long struggle between France and England for colonial and commercial supremacy in North America. Florida played little direct role in the war itself, but became a pawn in international politics when it came time to make peace. In the Treaty of Paris (1763), England took Canada from the French and Spain received France's trans-Mississippi lands (Louisiana Territory). Spain also exchanged Florida for the city of Havana, Cuba, which had been captured by the British during the war.⁵

Early during the British colonial period, Amelia Island was acquired by John Perceval, the Earl of Egmont, who established a plantation and the site of "Egmont Town" on the north end of the island. A map drawn in 1769 labeled the plan as "new settlements and new town laid out in streets 66 feet wide and building lots 66 by 132 feet each."⁶ In 1770, the surveyor-general of the southern colonies, William Gerad de Brahm, published his survey, which included Amelia Island. At the site of Old Town de Brahm showed a north-south oriented plat and labeled it "Egmont Town," described as having been laid out that year by the Earl of Egmont. Egmont, however, died the same year, and although British subjects settled on small farms within the town area, no attempt was made to have construction conform to Egmont's plan. This earlier plat was similar to the later Spanish town site in one important respect: it set aside the Plaza Lot as a public area, probably for the construction of a fort.⁷

At the end of the American Revolutionary War in 1783, Florida once again passed into Spanish hands. Many British subjects departed Florida for England's West Indian colonies, but a number of persons remained, including inhabitants of Amelia Island, by virtue of declaring allegiance to the Spanish Crown. Little change happened at "Egmont Town" at first, but in 1807 the community experienced a spurt of growth when the United States proclaimed the Embargo Act, closing its ports to foreign shipping. Located on the American border, the small port quickly became an important avenue of exchange of goods entering and leaving the United States.⁸

By 1811, the town had grown sufficiently to move the Spanish government to officially establish the Town of Fernandina. It was laid out and organized around a classical Spanish grid plan. Fernandina became, therefore, the last Spanish colonial town founded in North America, the honor previously going to Los Angeles, California, in 1781. The design provided for the construction of important buildings facing onto the Plaza Lot, such as the town hall, customs house, the mayor's or commandant's house, the church, and important commercial buildings. Houses which already occupied the town site were ordered moved to conform to the new plat, the inhabitants receiving an additional lot or half lot adjacent to their property as a reward for doing so.⁹

The town had been without any defense works since the small fort on the Plaza Lot had been abandoned by Oglethorpe's garrison in 1742. Of this nothing remained, nor were there any useful remnants of Ft. Tonyn.¹⁰ A new battery was constructed on the Plaza Lot about 1801. It

consisted of a few houses and some cannon facing the Amelia River, but had no defensive walls. Thus the town had little protection when American "patriots" sought to seize East Florida by force in order to annex it to the United States, a tactic that had been successfully used in West Florida (now the southern part of Alabama and Mississippi) two years earlier. On May 17, 1812, the independent military force seized Fernandina without firing a shot and remained in Fernandina for a year, but were unable to achieve their aim.¹¹

Upon the departure of this foreign force, Spain immediately reasserted its authority over Fernandina and Amelia Island, and began construction of Ft. San Carlos on the Plaza Lot, which was completed in 1816. It had a semi-octagonal plan and consisted of earthworks and wooden palisades. Its walls supported a terreplein eight feet high and four feet wide and contained a number of buildings, including storehouses, the commandant's quarters, and enlisted men's barracks. Its major armament faced the Amelia River. These new works, however, proved as ineffective as earlier defenses when the town was captured on June 29, 1817 by the privateer Gregor MacGregor, who was acting under a commission from the government of Mexico, which remained at hostilities with Spain since declaring its independence in 1810. MacGregor declared Florida independent of Spain and hoisted the "Green Cross of Florida" flag over the fort.¹²

MacGregor departed Fernandina two months later, leaving his forces under the command of Jared Irwin, one of his officers. Jared was joined in September by Luis Aury, another privateer commanding the brig Mexican Congress. He took over command from Irwin and declared Amelia Island to be a possession of the Republic of Mexico and replaced the "Green Cross of Florida" with the Mexican flag.¹³

The Spanish protested to the United States about the disorder along its southern border and the involvement of American citizens in the capture of Fernandina. The U.S. responded by landing troops on Amelia Island on December 23, 1817 and persuaded Aury to surrender without opposition. Fernandina was made the seat of newly created Nassau County and the town was incorporated the same year. The community, however, failed to prosper, and between 1835 and 1840 the county seat was moved to a new location. Ft. San Carlos was abandoned, and construction began on Ft. Clinch on the north shore of Amelia Island in 1847. In 1853, the town site was moved further south, so the newly incorporated Florida Railroad could avoid laying track across the marshes surrounding Old Fernandina. Most of the inhabitants moved to the new city, and today nothing survives from the pre-1853 period except archaeological remains and the plan of the town, which is still evident in the streets of the subdivision where one finds less than fifty structures.¹⁵

The original town of Fernandina is nationally significant in the area of exploration settlement because of its association with Spanish conquest and settlement in the Western Hemisphere. It was the last town founded by the Spanish in North America. Furthermore, it is possibly the last Spanish town established in the western hemisphere,

apart from perhaps Cuba and Puerto Rico. Historians of Spanish town planning previously credited Los Angeles, California, founded in 1781, with being the last town in North America laid out by the Spanish. Documentation recently uncovered in the East Florida Papers, however, clearly establishes that a plan for Fernandina was prepared and implemented in 1811, nearly thirty years later. Beginning January 1, 1811, the town was known as Fernandina in honor of Ferdinand VII, the King of Spain at that time.

Beyond its association with an important historical event, the Town of Fernandina fulfills Criteria C because of its significant in the area of town planning. It embodies the urban design concepts of Spanish town founders and planners operating in the New World during the colonial period. Spanish towns in the New World have long been recognized as significant to urban history. To a far greater degree than any other colonial power, the Spanish followed a system of land settlement and town planning formalized in written rules and regulations. Old Town Fernandina embodies significant features of Spanish towns through its grid-iron layout, its orientation, its central plaza, and the regularity of its streets, blocks and lots.

The site of Spanish Fernandina fulfills criteria D because of its proven and potential archaeological significance. The town plan of Spanish Fernandina is remarkably preserved in the present streets, blocks and lots of Oldtown. Confirmatory excavation has occurred only on the Plaza Lot at the site of Fort San Carlos. Here, archeological remains of the fort were found which match the plan and location of the fort on early nineteenth century maps. The accompanying sketch map (...) indicates other portions of the town in which surface indications, either of construction remnants or artifactual scatter, provide evidence of earlier occupations. Also indicated as potentially important areas are the location of the towngate and the north and south blockhouses. These indications are widespread over the blocks of the early town.

As noted, about forty houses of wood stood on the site in 1821. This is the approximate number of existing structures on the site. While none of the existing structures are believed to be survivors of the Spanish town, some of them, at least, may occupy the same sites. Barring evidence to the contrary, the wooden houses of Fernandina probably were raised above the ground surface on piers. This would be in contrast to the stone and tabby floor tradition of earlier St. Augustine, and would result in a quite different archaeological situation insofar as architectural remains are concerned. Wells, trash pits, privies, and fences, along with sheet refuse deposits constitute other probable non-architectural features.

The archaeological potential of Fernandina Oldtown is considerable and significant, based on the following considerations. The amount of construction subsequent to Spanish times is relatively sparse, and of such a nature as to have caused limited disturbance of previous occupation. Long-term archaeological projects in nearby areas such as

St. Augustine have shown that very important information can be secured by careful work even in areas with a record of over 400 years of use. In Fernandina Oldtown closed features of restricted temporal periods which can possibly be associated with varied cultural and economic groups are to be expected.

The archaeological significance of the Fernandina Oldtown site as an area of potential research lies in its relatively short time span (as compared for example to St. Augustine) and the opportunity it provides to recover and analyze the material remains of such a multi-cultural community. On this site should be located features relating to Hispanic, Anglo and mixed households in a Spanish colony on the very border of the new United States. There should be evidences of Spanish, American and privateer military occupation. It was the site of smuggling and illegal slave shipment to the United States. In many ways Fernandina provides an unusual, if not unique, opportunity to formulate a series of hypotheses relating to fluid culture contact and interaction. The resulting data should provide particular cultural historical information, and data for the examination of culture change, culture contact, and the processes involved.

Footnotes

1. Mark F. Boyds "Enumeration of Spanish Missions in 1675," Florida Historical Quarterly 27 (1948): 183-184; Hale G. Smith and Ripley Bullen, "Fort San Carlos," Notes in Anthropology Xiv (1971) : pp. 2-3.
2. Evangeline W. Andrews and Charles McLean, Jonathon Dickinson's Journal (New Haven, 1945), p. 67.
3. Herbert E. Bolton, Arrendo's Historical Proof of Spain's Title to Georgia (Berkeley, 1925), pp. 59-60.
4. Harriet C. Cooper, James Oglethorpe (New York, 1904), pp. 119-120.
5. Charlton W. Tebeau, A History of Florida (Miami, 1980), p. 72.
6. Florida Writers' Project, Seeing Fernandina: A Guide to the City and Its Industries, American Guide Series (Fernandina, 1940).
7. Willem Gerard de Brahm, Report of General Survey of Southern District of South Carolina (London, 1853).
8. Rembert W. Patrick, Florida Fiasco: Rampant Rebels on the Florida-Georgia Frontier, 1810-1815 (Athens, 1954), p. 82.
9. Works Project Administration, Spanish Land Grants in Florida, 5 Vols. (Tallahassee, 1940).
10. W.H. Siebert, Loyalists in East Florida, 1774-1785, Vol. I (Deland, 1929).

11. "The Surrender of Amelia: A Letter Written by G.I.F. Clarke," Florida Historical Quarterly VII (1928): pp. 3-14.
12. T. Frederick Davis, "MacGregor's Invasion of Florida, 1817," Florida Historical Quarterly VII (1928): pp. 3-14.
13. Ibid., pp. 31-33.
14. Ibid., pp. 38-69.
15. Florida Writers' Project, Seeing Fernandina: A Guide to the City and Its Industries, American Guide Series (Fernandina, 1940).

United States Department of the Interior
National Park ServiceNational Register of Historic Places
Continuation SheetSection number 7 Page 1

Description

Summary Paragraph

The Old Town Fernandina Historic Site comprises the greater part of the Old Town Subdivision of the city of Fernandina Beach, Florida, which is the seat of Nassau County. Old Town is located north of the city, near the north end of Amelia Island on a small peninsula formed by the confluence of Egans Creek on the north and east and the Amelia River on the west. The site comprises all or part of 25 city blocks, including the Plaza Lot (the site of Fort San Carlos), and 10 improved and unimproved city streets, an area of about 36 acres in all. Excluded from the nomination are the City Cemetery and that area west of the eastern right-of-way of Marine Street. The town site contains 39 residential structures that do not contribute to the historic significance of the town site. These are mainly one and two-story wood frame buildings constructed in the late nineteenth and early twentieth centuries. Except for 14th Street, White Street, and the south half of Estrada Street, all of the streets in the town site are unpaved.

Supporting Narrative

The present plan of Old Town reflects the original plat of the town in 1811 and its subsequent enlargement in 1821. It consists of a regular grid of streets, most of them unpaved, framing square city blocks. There are no buildings or substantial above ground structures dating prior to the establishment of the new town of Fernandina Beach to the south in 1853. Visible on the surface, however, are oyster shell and scattered artifacts and materials dating from prehistoric and post-contact periods of occupation and settlement. Archaeological excavations on the Plaza Lot in the vicinity of Fort San Carlos which were undertaken in 1950 and 1963 uncovered artifacts and features associated with aboriginal habitation as well as materials associated with the post-contact period. This work was designed to examine the subsurface remains of Fort San Carlos, constructed in 1816 and abandoned ca. 1821.

As no early visual representations of the town of Fernandina prior to 1853 are available, the exact locations of earlier structures can only be determined by written records (particularly Spanish Land Grants), guesswork, and archaeological investigation. None of the existing structures are thought to date from the period of significance. The town that was established in 1821 formalized an existing settlement of small homesteads and buildings associated

United States Department of the Interior
National Park ServiceNational Register of Historic Places
Continuation SheetSection number 7 Page 2

Description

with Fort San Carlos and the wharf on the Amelia River near the fort. A considerable amount of goods passed through the town in the last years of Spanish rule, since the community acted as a conduit of trade between the United States and Spanish East Florida.

Although one can only speculate about the appearance of the settlement upon the imposition of the town plan in 1811, there must have been little formal organization, since the inhabitants were required to relocate houses that did not conform to the new plan. The town site was cleared of the remaining trees and brush and at least some of the streets graded. The 1811 town plat consisted of a grid of thirteen city blocks, eight streets, and the public square in which Fort San Carlos was located. A cemetery was established immediately south of the settlement and was enlarged to abut the town after 1821.

The town occupied a low bluff overlooking the Amelia River and was bounded on the north and south by an extensive marsh, much of which is still in evidence today. Nevertheless, the 1811 map shows groves of fruit trees at the north and south limits of the settlement, and efforts to reclaim sections of the nearby marsh through extensive dredge and fill operations appear to have already been underway by that time. A map of Fernandina drawn in 1821 shows that the community had grown considerably, having reached the approximate geographical area covered by this nomination proposal. The map also shows a number of lots located on the "beach" lying between the bluff and the edge of the Amelia River. There is no evidence that these were ever occupied by permanent structures, as the tracts were subject to constant flooding by rises in the height of the Amelia River and are now almost completely inundated.

That area of the town site along the bluff has seen serious alteration as a result of erosion from rainwater runoff that has caused part of the land forming the right-of-way of Marine Street to collapse onto the river bank below. That part of the bluff, or steep bank, immediately west of the Plaza Lot has also been further damaged by "pot hunters" seeking artifacts associated with Fort San Carlos. Fortunately, this disturbance is not extensive and does not appear recent in nature, probably because the efforts have turned up little of value to the amateur collector.

North of Egans Creek and its surrounding marshes is Fort Clinch State Park, the principal feature of which is a Civil War era fort that overlooks the entrances of the St. Marys and Amelia

United States Department of the Interior
National Park ServiceNational Register of Historic Places
Continuation SheetSection number 7 Page 3

Description

rivers. South of Old Town is another marsh and an industrial plant that separate the earlier community from present-day Fernandina Beach.

By the end of the Spanish era, the town consisted of about 40 houses, built of wood, and 10 or 11 tree-lined streets, regularly intersecting at right angles. There was also a public square with a small fort of eight guns fronting the water. According to contemporary eyewitness accounts, some of the buildings in the town were two stories in height and had galleries or verandas on both stories. Few changes were made to the community after 1821. In 1853 the town of Fernandina was relocated farther south to accommodate construction of a railroad, and the original site of the settlement was largely abandoned. However, there have always been some houses in the area, although none of the present structures seem to date earlier than the late nineteenth century.

Known Archaeological Resources

The boundaries of the town site contain a variety of archaeological and architectural resources that do not fall within the period of significance of this nomination. Some of these may be significant within their own right but do not contribute to the thesis of this nomination. In the case of the architectural resources found within the boundaries of the nominated town site, we have provided a list of these properties and a map showing their location. Subsurface contributing and non-contributing archaeological resources cannot all be sufficiently located or described at this time but must await future excavations and surveys to supplement those that have already taken place.

The 1963 archaeological excavations of Fort San Carlos and the surrounding area indicated that some of the shell midden features interpreted as aboriginal deposits in the earlier 1951 investigations were in fact the result of land modifications made during the Spanish Period as improvements to the town site and Fort San Carlos. On the other hand, there also appeared to be undisturbed features dating from prehistoric archaeological periods from the fiber-tempered potter Orange Period (2000-500 B.C.) through the intervening St. Johns/Savannah periods and into the contact (San Marcos or Mission) period. There were also indications of intermittent and occasional uses and occupations of the town site and, particularly, the plaza areas across many periods, including the British Period (1763-1784). These temporary

United States Department of the Interior
National Park ServiceNational Register of Historic Places
Continuation SheetSection number 7 Page 4

Description

or recurrent occupations are more evident than established villages prior to the creation of the 1811 town plan.

The area has suffered some disturbance through its natural development and use as a town site in the many decades subsequent to the founding of the Spanish town. It is believed that this source of disturbance is not greater than in other occupied communities and is considerably less than in others still having significant archaeological remains. Except for the portions of the site already lost, the natural and human actions have not impacted the resource in a manner detrimental to productive and important research.

Report by Archaeologist John Griffin on Old Fernandina Town Site, July 1988

A visual resurvey of the area and a review of the excavations within the area of Old Town, including the Fort San Carlos Site, indicate that some of the "shell midden" features were, in fact, the result of land modification during the Second Spanish Period. There were, however, undisturbed features dating from prehistoric archaeological periods from the fiber-tempered pottery Orange Period (2000-500 B.C.) through the intervening St. Johns/Savannah periods and into the contact (San Marcos or Mission) period. Selective testing indicates that pre-nineteenth century occupation of the town site was intermittent and somewhat sparse, rather than revealing a history of established villages. Nevertheless, prehistoric and contact period cultural features can be found in isolated features almost anywhere within the site boundaries, and the presence of more substantial prehistoric or mission period occupations elsewhere within the boundaries of the town cannot be ruled out. The same may be said for occupation(s) during the British Period (1763-1784).

The town plan of Spanish Fernandina is remarkably preserved in the present streets, and block and lot divisions of Old Town. Detailed confirmatory excavation has occurred only within the Plaza Lot at the site of Fort San Carlos. Here, archaeological remains of the fort were found which match the plan and location of the fort on early nineteenth century maps. There are also other portions of the town in which surface indications, either of construction remnants or artifactual scatter, provide evidence of earlier occupations. Other important areas are the known locations of the town gate and the north and south blockhouses. Materials

United States Department of the Interior
National Park ServiceNational Register of Historic Places
Continuation SheetSection number 7 Page 5 Description

giving evidence of the locations of early structural occupations are widespread over the blocks of the early town.

About forty wood houses stood on the site in 1821. This is the approximate number of existing structures on the site. While none of these are believed to be survivors of the Spanish town, some may occupy the same sites as the much earlier structures. Barring evidence to the contrary, the wooden houses of Fernandina were probably raised above the ground on wooden piers. This would be in contrast to the stone and tabby floor tradition of earlier St. Augustine, and would result in a quite different archaeological situation insofar as architectural remains are concerned. Wells, trash pits, privies, and fences--along with sheet refuse deposits--constitute other probable non-architectural features.

The archaeological potential of Old Town is considerable and significant, based on the following considerations:

1. The amount of construction subsequent to Spanish times is relatively sparse, and of such a nature as to have caused limited disturbance of previous occupations. Long-term archaeological projects in nearby areas, such as St. Augustine, have shown that very important information can be secured by careful work even in areas with a record of over 400 years of use.
2. The archaeological significance of Old Town Fernandina as an area of potential research lies in its relatively short time span (as compared, for example with St. Augustine) and the opportunity it provides to recover and analyze the material remains of such a multi-cultural community. This site should contain features relating to Hispanic, Anglo, and mixed households in a Spanish colony on the very border of the new United States. There should be evidences of Spanish, American, and privateer military occupation. It was the site of smuggling and illegal slave shipment to the United States.

In many ways Fernandina provides an unusual, if not unique, opportunity to formulate a series of hypotheses relating to fluid culture contacts and interaction. The resulting data should provide particular cultural historical information and data for the examination of culture change, culture contact, and processes involved.

United States Department of the Interior
National Park ServiceNational Register of Historic Places
Continuation SheetSection number 7 Page 6 Description

The major disturbance to the site has been the erosion of the bluff edge on the west side of the site. As demonstrated by the archaeology at Fort San Carlos, this has been substantial, leading to the loss of a considerable part of the fort. Early maps show the fort as located on a protruding bulge of the bluff, and it is this protrusion which has seen the major erosional reduction. While natural erosion must be considered a major cause, human agency--in part the actions of pot hunters and souvenir seekers--account for some of the disturbance. Overall the town site has suffered to some extent from natural human development of the area as a town site; however this disturbance is considerably less than in many areas. Except for those portions of the site that have already been lost, the natural and human actions have not impacted the resource in a manner detrimental to productive and important research.

United States Department of the Interior
National Park ServiceNational Register of Historic Places
Continuation SheetSection number 7 Page 7

Description

List of Noncontributing Structures in Old Town

Note: The addresses in Old Town are extremely irregular and may be listed differently, depending on the map or directory in which they are listed. Therefore, this list is mainly useful for accurately locating the noncontributing structures represented on the map of the Old Town Fernandina Historic Site.

- | | |
|---|-------------------------------|
| 1. <u>14th Street</u> (not a historic street) | 8. <u>San Fernando Street</u> |
| None | 712 |
| | 714 |
| 2. <u>Amelia Street</u> | 715 |
| | 801 |
| 205 | 803 |
| | 808 |
| 3. <u>Commandant Street</u> | 818 |
| | 908 |
| 406 | 910 |
| Box 4 | |
| 4. <u>Estrada Street</u> | 9. <u>Someruelus Street</u> |
| | 819 |
| 106 | 822 |
| 107 | 902 |
| 112 | 908 |
| 117 | 916 |
| 212 | 10. <u>Towngate Street</u> |
| 514 | |
| | None |
| 5. <u>Garden Street</u> | |
| | 11. <u>White Street</u> |
| None | |
| | 801 |
| 6. <u>Ladies Street</u> | 807 |
| | 914 |
| 713 | 915 |
| 715 | 916 |
| 818 | 917 |
| 902 | 918 |
| 1012 | 1006 |
| | 1011 |
| 7. <u>New Street</u> | 1119 |
| | |
| 309 | |

United States Department of the Interior
National Park ServiceNational Register of Historic Places
Continuation SheetSection number 7 Page 8

Description (photographs)

List of Photographs

1. 212 Estrada St., Old Town Fernandina Historic Site
2. Fernandina Beach (Nassau County). FL
3. Carl Shiver
4. 1989
5. Bureau of Historic Preservation
6. View from Plaza Lot, Looking East
7. Photo No. 1 of 23

1. Intersection of White & Estrada Sts.,
Old Town Fernandina Historic Site
2. Fernandina Beach (Nassau County). FL
3. Carl Shiver
4. 1989
5. Bureau of Historic Preservation
6. View Looking North
7. Photo No. 2 of 23

1. Intersection of Amelia & White Sts.,
Old Town Fernandina Historic Site
2. Fernandina Beach (Nassau County). FL
3. Carl Shiver
4. 1989
5. Bureau of Historic Preservation
6. View Looking South
7. Photo No. 3 of 23

1. 910 San Fernando St., Old Town Fernandina Historic Site
2. Fernandina Beach (Nassau County). FL
3. Carl Shiver
4. 1989
5. Bureau of Historic Preservation
6. View Looking Southwest
7. Photo No. 4 of 23

1. Intersection of Commandant & San Fernando Sts.,
Old Town Fernandina Historic Site
2. Fernandina Beach (Nassau County). FL
3. Carl Shiver
4. 1989
5. Bureau of Historic Preservation
6. View Looking North
7. Photo No. 5 of 23

United States Department of the Interior
National Park Service

National Register of Historic Places
Continuation Sheet

Section number 7 Page 9

Description (photographs)

-
1. 902 Ladies St., Old Town Fernandina Historic Site
 2. Fernandina Beach (Nassau County). FL
 3. Carl Shiver
 4. 1989
 5. Bureau of Historic Preservation
 6. View Looking Southwest
 7. Photo No. 6 of 23
-
1. Intersection of Ladies & Amelia Sts.,
Old Town Fernandina Historic Site
 2. Fernandina Beach (Nassau County). FL
 3. Carl Shiver
 4. 1989
 5. Bureau of Historic Preservation
 6. View Looking South
 7. Photo No. 7 of 23
-
1. Intersection of Ladies & Estrada Sts.,
Old Town Fernandina Historic Site
 2. Fernandina Beach (Nassau County). FL
 3. Carl Shiver
 4. 1989
 5. Bureau of Historic Preservation
 6. View Looking North toward Egans Creek
 7. Photo No. 8 of 23
-
1. Intersection of Ladies & Estrada Sts.,
Old Town Fernandina Historic Site
 2. Fernandina Beach (Nassau County). FL
 3. Carl Shiver
 4. 1989
 5. Bureau of Historic Preservation
 6. View Looking South
 7. Photo No. 9 of 23
-
1. 715 San Fernando St., Old Town Fernandina Historic Site
 2. Fernandina Beach (Nassau County). FL
 3. Carl Shiver
 4. 1989
 5. Bureau of Historic Preservation
 6. View Looking Northwest
 7. Photo No. 10 of 23

United States Department of the Interior
National Park ServiceNational Register of Historic Places
Continuation SheetSection number 7 Page 10

Description (photographs)

-
1. 714 & 712 San Fernando St., Old Town Fernandina Historic Site
 2. Fernandina Beach (Nassau County). FL
 3. Carl Shiver
 4. 1989
 5. Bureau of Historic Preservation
 6. View Looking Southwest
 7. Photo No. 11 of 23
-
1. Intersection of San Fernando & Estrada Sts., Old Town Fernandina Historic Site
 2. Fernandina Beach (Nassau County). FL
 3. Carl Shiver
 4. 1989
 5. Bureau of Historic Preservation
 6. View Looking East
 7. Photo No. 12 of 23
-
1. Intersection of White & Estrada Sts., Old Town Fernandina Historic Site
 2. Fernandina Beach (Nassau County). FL
 3. Carl Shiver
 4. 1989
 5. Bureau of Historic Preservation
 6. View Looking South
 7. Photo No. 13 of 23
-
1. 107 & 117 Estrada St., Old Town Fernandina Historic Site
 2. Fernandina Beach (Nassau County). FL
 3. Carl Shiver
 4. 1989
 5. Bureau of Historic Preservation
 6. View Looking Southwest from Plaza Lot
 7. Photo No. 14 of 23
-
1. Intersection of Marine & White Sts., Old Town Fernandina Historic Site
 2. Fernandina Beach (Nassau County). FL
 3. Carl Shiver
 4. 1989
 5. Bureau of Historic Preservation
 6. Looking North toward the rear of 712 San Fernando St.
 7. Photo No. 15 of 23

United States Department of the Interior
National Park Service

National Register of Historic Places
Continuation Sheet

Section number 7 Page 11

Description (photographs)

1. Plaza Lot, Old Town Fernandina Historic Site
 2. Fernandina Beach (Nassau County). FL
 3. Carl Shiver
 4. 1989
 5. Bureau of Historic Preservation
 6. View Looking West toward Amelia River.
 7. Photo No. 16 of 23
-
1. Plaza Lot, Old Town Fernandina Historic Site
 2. Fernandina Beach (Nassau County). FL
 3. Carl Shiver
 4. 1989
 5. Bureau of Historic Preservation
 6. View Looking Southeast from the West Side of the Plaza Lot.
 7. Photo No. 17 of 23
-
1. 819 Someruelus St., Old Town Fernandina Historic Site
 2. Fernandina Beach (Nassau County). FL
 3. Carl Shiver
 4. 1989
 5. Bureau of Historic Preservation
 6. View Looking Northeast
 7. Photo No. 18 of 23
-
1. 920 Garden St. (outside of district)
Old Town Fernandina Historic Site
 2. Fernandina Beach (Nassau County). FL
 3. Carl Shiver
 4. 1989
 5. Bureau of Historic Preservation
 6. View Looking Northwest from the Intersection of Garden & Estrada Sts.
 7. Photo No. 19 of 23
-
1. Intersection of Estrada & Garden Sts.,
Old Town Fernandina Historic Site
 2. Fernandina Beach (Nassau County). FL
 3. Carl Shiver
 4. 1989
 5. Bureau of Historic Preservation
 6. View Looking East
 7. Photo No. 20 of 23

United States Department of the Interior
National Park Service

National Register of Historic Places
Continuation Sheet

Section number 7 Page 12

Description (photographs)

1. Intersection of Garden & Commandant Sts.,
Old Town Fernandina Historic Site
2. Fernandina Beach (Nassau County). FL
3. Carl Shiver
4. 1989
5. Bureau of Historic Preservation
6. (Detail) Oyster Shell & Sand Roadway
7. Photo No. 21 of 23

1. Intersection of White & New Sts.,
Old Town Fernandina Historic Site
2. Fernandina Beach (Nassau County). FL
3. Carl Shiver
4. 1989
5. Bureau of Historic Preservation
6. View Looking West
7. Photo No. 22 of 23

1. 918 White Street, Old Town Fernandina Historic Site
2. Fernandina Beach (Nassau County). FL
3. Carl Shiver
4. 1989
5. Bureau of Historic Preservation
6. View Looking Northwest
7. Photo No. 23 of 23

NA238

8. Statement of Significance

Certifying official has considered the significance of this property in relation to other properties:

☒ nationally ☐ statewide ☐ locally

Applicable National Register Criteria ☒ A ☐ B ☒ C ☒ D

Criteria Considerations (Exceptions) ☐ A ☐ B ☐ C ☐ D ☐ E ☐ F ☐ G

Areas of Significance (enter categories from instructions)

Archeology
Community Planning and Development
Exploration/Settlement

Period of Significance

1811-1821

Significant Dates

1811

1821

Cultural Affiliation

Post European Contact: Second Spanish
Colonial Period

Significant Person

N/A

Architect/Builder

N/A

N/A

State significance of property, and justify criteria, criteria considerations, and areas and periods of significance noted above.

See Continuation Sheet

☒ See continuation sheet

United States Department of the Interior
National Park ServiceNational Register of Historic Places
Continuation SheetSection number 8 Page 1

Significance

Statement of SignificanceSummary Statement

The Old Town of Fernandina Historic Site fulfills criteria A, C, and D for listing in the National Register of Historic Places. It is significant in the areas of exploration and settlement, community planning, and historic archaeology. Founded in 1811, Fernandina is nationally significant in the area of exploration and settlement because of its association with Spanish conquest and settlement in the Western Hemisphere. It was the last town founded by Spain in North America and is significant in the area of community planning by embodying urban design concepts employed by the Spanish throughout their colonies in the New World. The archaeological potential of Old Town is considerable and promises to yield valuable data relating to aboriginal, Hispanic, and Anglo cultural crosscurrents in a Spanish colony on the border of the United States. This data will allow for the formulation of hypotheses relating to the contacts and interactions of these cultures.

Historical Context

The nomination proposal for the Old Town Fernandina Historic Site is concerned with the relatively short period from 1811 to 1821, a mere decade. However, that part of Amelia Island on which the town site is located had seen European occupation since at least the seventeenth century. What appears to be the earliest historical record of what was to become the Spanish town of Fernandina is a reference by Pedro de Arcos in his 1675 list of Spanish missions of Guale (Georgia and the Carolinas) and Mocama (Amelia Island) to a village of about 50 pagan Yamassee Indians located near what is now known as the Plaza Lot. This same settlement is mentioned in a letter of the same year written by Bishop Calderon to the Queen of Spain. Arcos also referred to the Franciscan mission of Santa Maria, at that time located about 2 1/2 miles south of the Yamassee village. The mission, however, may have earlier been located near the Plaza Lot and moved to its new location, as a more defensive position, because of British pressure on Spanish settlements in the Guale region.

At that time there was a fort associated with the Santa Maria mission and an advance guard post located at the Plaza Lot. Both the mission and fort at the Plaza Lot were noted in 1696 by

United States Department of the Interior
National Park ServiceNational Register of Historic Places
Continuation SheetSection number 8 Page 2

Significance

Johnathan Dickinson, who was among a party of Quakers that were shipwrecked on the coast of Florida during a voyage to Philadelphia from the Bahama Islands. Dickinson's Journal, which calls the settlement the "Town of St. Mary's," gives an account of what the group saw when transported along the waterway by the Spanish. Six years later, the British sent a military expedition, led by Governor James Moore of South Carolina, against the Spanish missions and settlements north of St. Augustine. The mission of Santa Maria and the guardhouse at the Plaza Lot were burned and the inhabitants of Amelia Island compelled to flee to the safety of St. Augustine.

The Spanish did not immediately bother to reoccupy Amelia Island when the British withdrew. It was still abandoned in 1732 when James Oglethorpe and his associates began formally establishing their Georgia colony. On a trip south, Oglethorpe visited Amelia Island, to which he gave its present name, and established an advance garrison at the Plaza Lot, providing the troops with boats with which to patrol the Amelia and St. Marys rivers. The men also built a small palisade mounting eight guns which overlooked the Amelia River. The garrison was withdrawn in 1742, and Amelia Island once again was left deserted until Florida became a British colony as a result of the Seven Years War.

More familiar to Americans as the French and Indian War (1754-1760), the conflict was the final phase of a century-long struggle between France and England for colonial and commercial supremacy in North America. Florida played little direct role in the war itself, but became a pawn in international politics when it came time to make peace. In the Treaty of Paris (1763), England took Canada from the French and Spain received France's trans-Mississippi lands (Louisiana Territory). Spain also exchanged Florida for the city of Havana, Cuba, which had been captured by the British during the war.

Early during the British colonial period, Amelia Island was acquired by John Perceval, the Earl of Egmont, who established a plantation and the site of "Egmont Town" on the north end of the island. A map drawn in 1769 labeled the plan as "new settlements and new town laid out in streets 66 feet wide and building lots 66 by 132 feet each." In 1770, the surveyor general of the southern colonies, William Gerad de Brahm, published his survey, which included Amelia Island. At the site of Old Town, de Brahm showed a north-south oriented plat and labeled it "Egmont Town," described as having been laid out that year by the Earl of Egmont. Egmont,

United States Department of the Interior
National Park ServiceNational Register of Historic Places
Continuation SheetSection number 8 Page 3

Significance

however, died the same year, and although British subjects settled on small farms within the town area, no attempt was made to have construction conform to Egmont's plan. This earlier plat was similar to the later Spanish town site in one important respect: it set aside the Plaza Lot as a public area, probably for the construction of a fort.

At the end of the American Revolutionary War in 1783, Florida once again passed into Spanish hands. Many British subjects departed Florida for England's West Indian colonies, but a number of persons remained, including inhabitants of Amelia Island, by virtue of declaring allegiance to the Spanish Crown. Little change took place at "Egmont Town" at first, but in 1807 the community experienced a spurt of growth when the United States proclaimed the Embargo Act, closing ports to foreign shipping. Located on the American border, the small port quickly became an important avenue of exchange of goods entering and leaving the United States.

By 1811, the town had grown sufficiently to move the Spanish government to officially establish the "Town of Fernandina." The formal establishment of a town near the confluence of the Amelia and St. Mary's rivers also represented a last desperate attempt by the Spanish to block American territorial ambitions in East Florida and to serve as a defensive buffer against military attacks on St. Augustine. The new town was laid out and organized around a classical Spanish grid plan. Fernandina became, therefore, the last Spanish colonial town founded in North America, the honor previously going to Los Angeles, California in 1781.

The design provided for the construction of important buildings facing onto the Plaza Lot, such as the town hall, customs house, the mayor's or commandant's house, the church, and important commercial buildings. Houses which already occupied the town site were ordered moved to conform to the new plat, the inhabitants receiving an additional lot or half lot adjacent to their property as compensation for doing so.

The town had been without any defense works since the small fort on the Plaza Lot had been abandoned by Oglethorpe's garrison in 1742. Of this nothing remained, and a new battery was constructed on the Plaza Lot about 1801. It consisted of a few buildings and some cannon facing the Amelia River, but had no defensive walls. Thus the town had little protection when American "patriots" sought to seize East Florida by force in order to annex it to the United States, a tactic that had been successfully used

United States Department of the Interior
National Park ServiceNational Register of Historic Places
Continuation SheetSection number 8 Page 4

Significance

in West Florida (now the southern part of Alabama and Mississippi) two years earlier. On May 17, 1812, the independent military command seized Fernandina without firing a shot and remained there for a year, but the troops were unable to achieve their aim because they could find no means of capturing the more strongly defended capital of East Florida, St. Augustine.

Upon the departure of this foreign force, Spain immediately reasserted its authority over Fernandina and Amelia Island and began construction of Fort San Carlos on the Plaza Lot, which was completed in 1816. The fort had a semi-octagonal plan and consisted of earthworks and wooden palisades. Its walls supported a terreplein eight feet high and four feet wide and surrounded a number of buildings, including storehouses, the commandant's quarters, and the enlisted men's barracks. Its major armament faced the Amelia River. These new works, however, proved as ineffective as earlier defenses when the town was captured on June 29, 1817 by the privateer Gregor MacGregor, who was acting under a commission from the government of Mexico, which remained at hostilities with Spain since declaring its independence in 1810. MacGregor declared Florida independent of Spain and hoisted the "Green Cross of Florida" flag over the fort.

MacGregor departed Fernandina two months later, leaving his forces under the command of Jared Irwin, one of his officers. Irwin was joined in September by Luis Aury, another privateer commanding the brig Mexican Congress. He took over command from Irwin and declared Amelia Island to be a possession of the Republic of Mexico and replaced the "Green Cross of Florida" with the Mexican flag.

The Spanish protested to the United States government about the disorder along its southern border and the involvement of American citizens in the capture of Fernandina. The U.S. responded by landing troops on Amelia Island on December 23, 1817 and persuaded Aury to surrender without opposition. Fernandina had supposedly been reclaimed for the King of Spain, but American forces were still occupying the town when the Adams-Onís Treaty ceding Florida to the United States was ratified by Congress in 1821. At the time of the cession, Fernandina was described as a town of about 40 houses and 150 inhabitants.

Three years after Florida became an American territory, Fernandina was made the seat of newly created Nassau County, and the town was incorporated the same year. The community, however,

United States Department of the Interior
National Park ServiceNational Register of Historic Places
Continuation SheetSection number 8 Page 5

Significance

failed to prosper, and between 1835 and 1840 the county seat was moved to a new location. The construction of Fort Clinch on the north shore of Amelia Island began in 1847, and Fort San Carlos was abandoned. In 1853, the town site was moved further south, so that the newly incorporated Florida Railroad could avoid laying track across the marshes surrounding Old Fernandina. Most of the inhabitants moved to the new city, and today nothing survives from the pre-1853 period except archaeological remains and the plan of the town, which is still evident in the street layout of the subdivision which contains fewer than fifty structures.

Statement of Significance

The original town of Fernandina is nationally significant in the area of exploration and settlement because of its association with Spanish conquest and the establishment of colonies in the New World. It was the last town founded by Spain in North America. Historians of Spanish town planning previously credited Los Angeles, California, founded in 1781, with being the last town in North America laid out by the Spanish. Documentation recently uncovered in the East Florida Papers, however, clearly establishes that a plan for Fernandina was prepared and implemented in 1811, nearly thirty years later than Los Angeles. The town known as Fernandina was named in honor of the ruling Spanish monarch, King Ferdinand VII.

In addition to its association with the Second Spanish Colonial Period per se, the site of Old Town fulfills criterion C because of its significance in the area of town planning. It embodies the urban design concepts of Spanish town founders and planners operating in the New World during the colonial period and, therefore, is representative of a distinctive "type and period" of town planning. Spanish towns in the New World have long been recognized as significant to urban history. To a far greater degree than any other colonial power, the Spanish followed a system of land settlement and town planning formalized in written rules and regulations. Old Town Fernandina embodies significant features of Spanish towns through its gridiron layout, its orientation, its central plaza, and the regularity of its streets, blocks, and lots.

The site of Spanish Fernandina also fulfills criterion D because of its proven and potential archaeological significance, particularly in the area of the information it may provide in the future about Spanish colonial culture during Florida's Second

United States Department of the Interior
National Park ServiceNational Register of Historic Places
Continuation SheetSection number 8 Page 6

Significance

Spanish Colonial Period (1784-1821). The value of the site lies in its relatively undisturbed character. Also, the town plan of Spanish Fernandina is remarkably preserved in the present streets, providing visual guidelines for future investigations.

Confirmatory excavation has occurred to any great degree only on the Plaza Lot at the site of Fort San Carlos. Archaeological remains of the fort were found which match the plan and location of the fort on early nineteenth century maps. Other sections of the town reveal surface features and artifact scatter suggesting construction and other activities during the Second Spanish Period and other periods of occupation. As indicated in the Description Section, there are historic landmarks that have yet to be definitively located and investigated, such as the city gate, and the north and south blockhouses. Indications of aboriginal activity are also widespread over the blocks of the early town.

As noted earlier, about forty wooden houses stood in Old Town when Florida became a U.S. territory in 1821. About the same number of structures is found there today. While none of these structures is believed to be a survivor of the Spanish period, the buildings may occupy some of the same sites as earlier structures. Barring evidence to the contrary, the wooden houses of Fernandina probably were raised above the ground on wooden piers. This would be in contrast to the stone and tabby floor tradition of earlier St. Augustine, and would result in a quite different archaeological situation, insofar as architectural remains are concerned. Wells, trash pits, privies, and fences, along with refuse deposits, constitute some of the probable non-architectural features of the town site.

The archaeological potential of Old Town is particularly promising because the amount of construction subsequent to the Second Spanish Colonial Period is relatively sparse, and of such a nature as to have caused only very limited disturbance of previous occupation. Long-term archaeological projects in nearby areas such as St. Augustine have shown that important information can be secured by careful work even in areas with a record of over 400 years of use. In Old Town Fernandina, closed features of restricted temporal periods can possibly be more fully examined and interpreted because of the lesser degree of disturbance and more accurately associated with specified cultural and economic groups. One should expect to locate material remains and features relating to Spanish, British, and American influences, as well as privateer military occupation. It was a site of smuggling and illegal slave

United States Department of the Interior
National Park Service

**National Register of Historic Places
Continuation Sheet**

Section number 8 Page 7

Significance

shipment to the United States. In many ways Old Fernandina provides an unusual and unique opportunity to formulate hypotheses relating to fluid contact and interaction of various cultural groups. The resulting data should provide valuable insights and additions to our history and understanding of New World cultural phenomena at the end of the Colonial Era.

9. Major Bibliographical References

See Continuation Sheet

☒ See continuation sheet

Previous documentation on file (NPS):

- ☐ preliminary determination of individual listing (36 CFR 67) has been requested
- ☐ previously listed in the National Register
- ☐ previously determined eligible by the National Register
- ☐ designated a National Historic Landmark
- ☐ recorded by Historic American Buildings Survey # _____
- ☐ recorded by Historic American Engineering Record # _____

Primary location of additional data:

- ☒ State historic preservation office
- ☐ Other State agency
- ☐ Federal agency
- ☐ Local government
- ☐ University
- ☐ Other

Specify repository: _____

10. Geographical Data

Acreage of property 36 apprx.

UTM References

A

1	7
---	---

4	5	6	2	6	0
---	---	---	---	---	---

3	3	9	5	2	6	0
---	---	---	---	---	---	---

Zone Easting Northing

B

1	7
---	---

4	5	6	7	2	0
---	---	---	---	---	---

3	3	9	5	2	0	0
---	---	---	---	---	---	---

Zone Easting Northing

D

1	7
---	---

4	5	6	2	2	0
---	---	---	---	---	---

3	3	9	4	8	8	0
---	---	---	---	---	---	---

Zone Easting Northing

N/A ☐ See continuation sheet

Verbal Boundary Description

See Continuation Sheet

☒ See continuation sheet

Boundary Justification

See Continuation Sheet

☒ See continuation sheet

11. Form Prepared By

name/title W. Carl Shiver, Historic Sites Specialist

organization Bureau of Historic Preservation

date 12-12-89

street & number 500 South Bronough Street

telephone (904) 487-2333

city or town Tallahassee

state Florida

zip code 32399-0250

United States Department of the Interior
National Park Service

National Register of Historic Places
Continuation Sheet

NA 89
NA 238

Section number 9 Page 1

Bibliography

Major Bibliographical References

- Andrews, Evangeline W. and McLean, Charles. Johnathan Dickinson's Journal. New Haven, 1945.
- Bolton, Herbert E. Arrendo's Historical Proof of Spain's Title to Georgia. Berkeley, 1925.
- Boyd, Mark F. "Enumeration of Spanish Missions in 1675," Florida Historical Quarterly 27 (1948): 183-184.
- Brahm, William Gerard de. Report of General Survey of Southern District of South Carolina. London, 1853.
- Cooper, Harriet C. James Oglethorpe. New York, 1904.
- Davis, T. Frederick. "MacGregor's Invasion of Florida, 1817," Florida Historical Quarterly VII (1928): 3-14.
- Florida Writers' Project. Seeing Fernandina: A Guide to the City and Its Industries. American Guide Series. Fernandina, 1940.
- Patrick, Rembert W. Florida Fiasco: Rampant Rebels on the Florida-Georgia Frontier, 1810-1817. Athens, 1954.
- Siebert, W.H. Loyalists in East Florida. 2 Vols. DeLand, 1929.
- Smith, Hale G. and Bullen, Ripley P. "Fort San Carlos," Notes in Anthropology XIV (1971): 2-3.
- "The Surrender of Amelia: A Letter Written by G.I.F. Clarke," Florida Historical Quarterly IV (1925): 3-14.
- Tebeau, Charlton W. A History of Florida. Miami, 1980.
- Works Project Administration. Spanish Land Grants in Florida. 5 Vols. Tallahassee, 1940.

VA 238

NOMINATION PROPOSAL - FLORIDA

NATIONAL REGISTER OF HISTORIC PLACES

DIVISION OF ARCHIVES, HISTORY AND RECORDS MANAGEMENT - FLORIDA DEPARTMENT OF STATE

TYPE ALL ENTRIES -- COMPLETE ALL SECTIONS

1 NAME

HISTORIC

THE ORIGINAL TOWN OF FERNANDINA

AND/OR COMMON

OLD TOWN

2 LOCATION

STREET & NUMBER

N/A

CITY, TOWN

FERNANDINA BEACH

N/A VICINITY OF

STATE

FLORIDA

COUNTY

NASSAU

3 CLASSIFICATION

CATEGORY

☐ DISTRICT

☐ BUILDING(S)

☐ STRUCTURE

☒ SITE

☐ OBJECT

OWNERSHIP

☐ PUBLIC

☐ PRIVATE

☒ BOTH

☐ PUBLIC ACQUISITION

☐ IN PROCESS

☐ BEING CONSIDERED

STATUS

☒ OCCUPIED

☐ UNOCCUPIED

☐ WORK IN PROGRESS

☐ ACCESSIBLE

☐ YES: RESTRICTED

☒ YES: UNRESTRICTED

☐ NO

PRESENT USE

☐ AGRICULTURE

☐ COMMERCIAL

☐ EDUCATIONAL

☐ ENTERTAINMENT

☐ GOVERNMENT

☐ INDUSTRIAL

☐ MILITARY

☐ MUSEUM

☐ PARK

☒ PRIVATE RESIDENCE

☐ RELIGIOUS

☐ SCIENTIFIC

☐ TRANSPORTATION

☐ OTHER

4 OWNER OF PROPERTY

NAME

MULTIPLE

STREET & NUMBER

N/A

CITY, TOWN

FERNANDINA BEACH

N/A VICINITY OF

STATE

FLORIDA

ZIP CODE

32034

5 LOCATION OF LEGAL DESCRIPTION

COURTHOUSE,

REGISTRY OF DEEDS, ETC.

NASSAU COUNTY COURTHOUSE

STREET & NUMBER

416 CENTRE ST.

CITY, TOWN

FERNANDINA BEACH

STATE

FLORIDA

ZIP CODE

32034

6 REPRESENTATION IN EXISTING SURVEYS

TITLE

FLORIDA MASTER SITE FILE (8NA10)

DATE

NO DATE

☐ FEDERAL ☒ STATE ☐ COUNTY ☐ LOCAL

DEPOSITORY FOR

SURVEY RECORDS

BUREAU OF ARCHAEOLOGICAL RESEARCH

CITY, TOWN

TALLAHASSEE

STATE

FLORIDA

~~VA 89~~
NA 238

7 DESCRIPTION

CONDITION

☐ EXCELLENT

☐ GOOD

☐ FAIR

☐ DETERIORATED

☒ RUINS

☒ UNEXPOSED

CHECK ONE

☐ UNALTERED

☒ ALTERED

CHECK ONE

☒ ORIGINAL SITE

☐ MOVED. DATE _____

DESCRIBE THE PRESENT AND ORIGINAL (IF KNOWN) PHYSICAL APPEARANCE

SUMMARY OF PRESENT AND ORIGINAL PHYSICAL APPEARANCE

(SEE CONTINUATION SHEET)

TEXT SUPPORTING SUMMARY OF PRESENT AND ORIGINAL PHYSICAL APPEARANCE

(SEE CONTINUATION SHEET)

8 SIGNIFICANCE

NA238

PERIOD		AREAS OF SIGNIFICANCE -- CHECK AND JUSTIFY BELOW			
☐ PREHISTORIC	☒ ARCHEOLOGY-PREHISTORIC	☒ COMMUNITY PLANNING	☐ LANDSCAPE ARCHITECTURE	☐ RELIGION	
☐ 1400-1499	☐ ARCHEOLOGY-HISTORIC	☐ CONSERVATION	☐ LAW	☐ SCIENCE	
☐ 1500-1599	☐ AGRICULTURE	☐ ECONOMICS	☐ LITERATURE	☐ SCULPTURE	
☒ 1600-1699	☐ ARCHITECTURE	☐ EDUCATION	☒ MILITARY	☐ SOCIAL/HUMANITARIAN	
☒ 1700-1799	☐ ART	☐ ENGINEERING	☐ MUSIC	☐ THEATER	
☒ 1800-1899	☐ COMMERCE	☒ EXPLORATION/SETTLEMENT	☐ PHILOSOPHY	☐ TRANSPORTATION	
☐ 1900	☐ COMMUNICATIONS	☐ INDUSTRY	☐ POLITICS/GOVERNMENT	☐ OTHER (SPECIFY)	
		☐ INVENTION			

SPECIFIC DATES C. 1675-1821 BUILDER/ARCHITECT GEORGE I. F. CLARKE/SURVEYOR

SUMMARY OF STATEMENT OF SIGNIFICANCE

(SEE CONTINUATION SHEET)

TEXT SUPPORTING SUMMARY OF STATEMENT OF SIGNIFICANCE

(SEE CONTINUATION SHEET)

9 BIBLIOGRAPHICAL REFERENCES

AK-89
N4238

(SEE CONTINUATION SHEET)

10 GEOGRAPHICAL DATA

Site Size (Approx. Acreage of Property):

97

UTM Coordinates:

ZONE	EASTING	NORTHING
------	---------	----------

Township	Range	Section
3N	28E	21-23

LOCATION SKETCH OR MAP

N

(SEE ATTACHMENT)

VERBAL BOUNDARY DESCRIPTION

(SEE CONTINUATION SHEET)

LIST ALL STATES AND COUNTIES FOR PROPERTIES OVERLAPPING STATE OR COUNTY BOUNDARIES

STATE	CODE	COUNTY	CODE
N/A	N/A	N/A	N/A
STATE	CODE	COUNTY	CODE
N/A	N/A	N/A	N/A

11 FORM PREPARED BY

NAME / TITLE

HISTORIC PROPERTY ASSOCIATES, INC./CONSULTANT

ORGANIZATION

N/A

STREET & NUMBER

P. O. BOX 1002

CITY OR TOWN

ST. AUGUSTINE

DATE

SEPTEMBER 30, 1985

TELEPHONE

(904) 824-5178

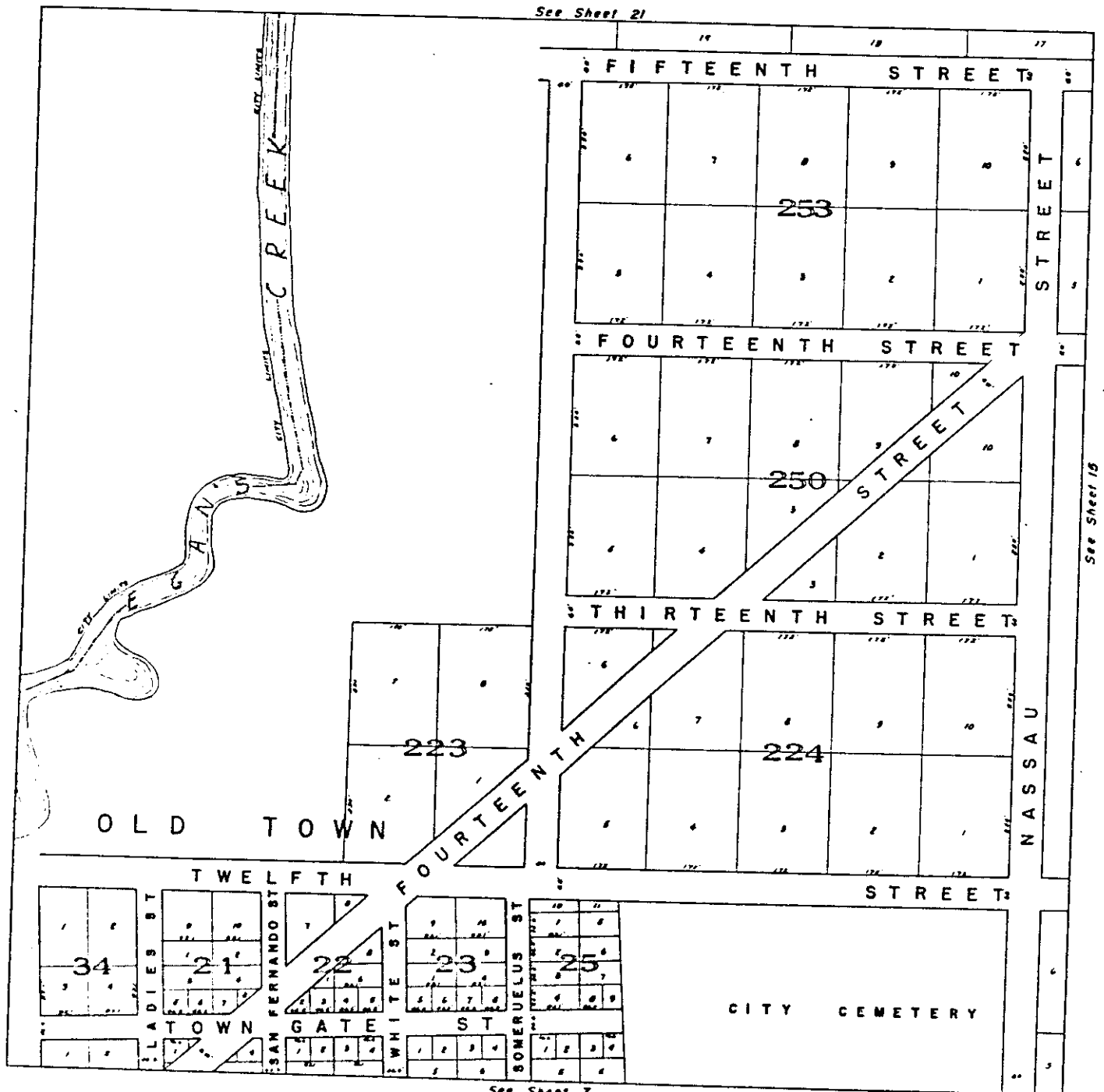
STATE

FLORIDA

ZIP CODE

32085

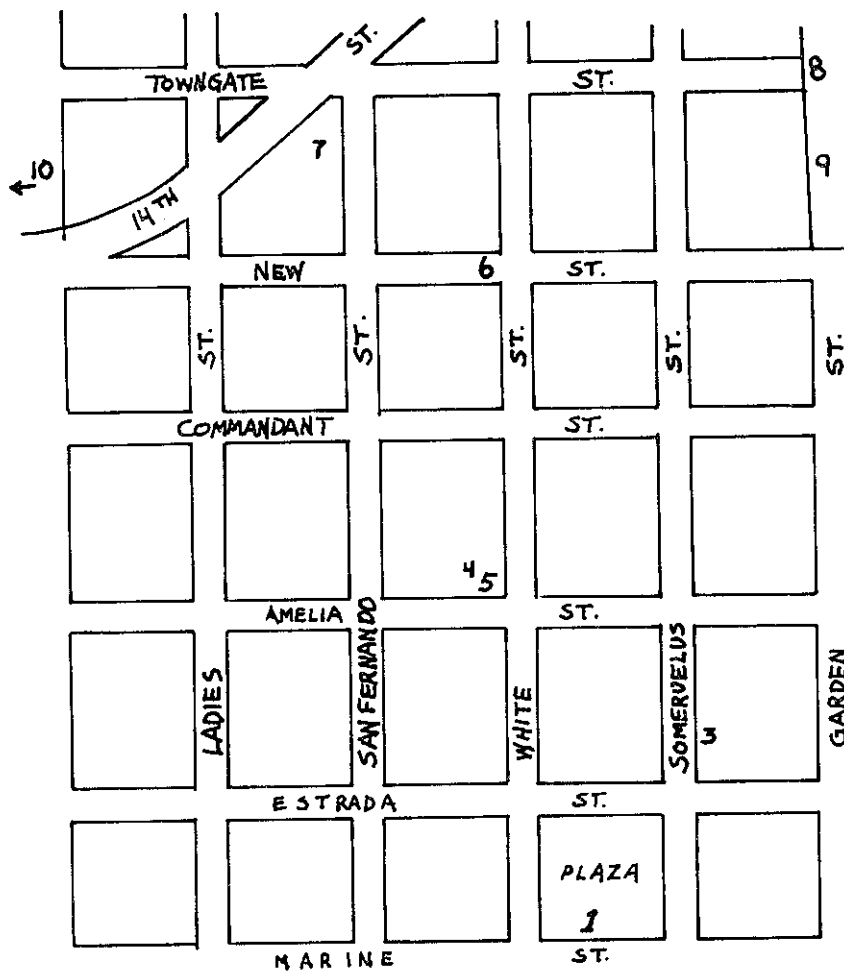
NA 238



KUNNICUTT & ASSOCIATES
MAPPING DIVISION
JOE W. ARNOLD, ASSOCIATE

CITY OF
FERNANDINA BEACH, FLA.
SHEET NO. 14
DATE: FEB. 14, 1954
SCALE: 1"=100'

NA 89
NA 238



CITY CEMETERY
(BOSQUE BELLO)

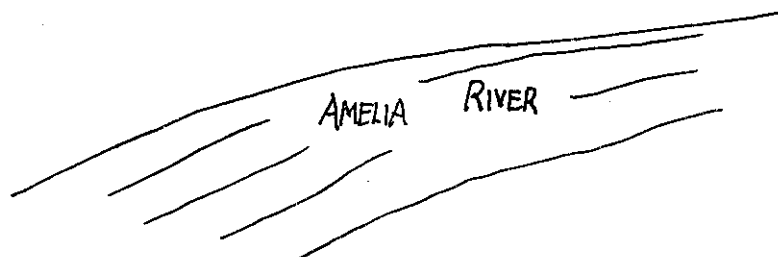
POTENTIAL ARCHAEOLOGICAL SITES IN OLD TOWN FERNANDINA BEACH, FL

KEY

- 1- FORT SAN CARLOS (PREVIOUSLY EXCAVATED)
- 2- BRICK FOUNDATION
- 3- PREHISTORIC & HISTORIC ARTIFACTS ON SURFACE
- 4- CISTERN
- 5- PIERS MADE OF TABBY MORTAR
- 6- EARLY 19TH CENTURY ARTIFACTS ON ROAD
- 7- EARLY 19TH CENTURY ARTIFACTS IN AREA EXPOSED BY EARTHMOVING ACTIVITY
- 8- SITE OF TOWNGATE
- 9- SOUTHERN BLOCKHOUSE (ON MARCH)
- 10- NORTHERN BLOCKHOUSE (ON CREEK)

2

RIVER FLOOD PLAIN



NA 89
NA 238

CHECKLIST FOR USING GUIDELINE 19

1.0 DESCRIPTION:

- 1.1 Is the environmental setting described and related to the property or district?

(cross-check with Topo and sketch maps and photographs)

- 1.2 Is the probable occupation or construction dates identified for all components of the property or district?

(if property can not be dated, the text should so state)
(cross-check with sketch maps and photographs)

- 1.3 Are all major or significant features identified and described?

(cross-check with Topo and sketch maps and photographs)
(cross-check with checked areas of significance)
(cross-check with checked periods of significance)

- 1.4 Are all secondary features that contribute or detract from the property's or district's integrity identified and described?

(cross-check with Topo and sketch maps and photographs)

- 1.5 Are the major types of alterations and disturbances identified and evaluated for their impact upon the property's or district's integrity?

(cross-check with sketch maps and photographs)

- 1.6 Are contributing and non-contributing properties in the district identified and counted?

(cross-check with Topo and sketch maps and photographs)

- 1.7 Is the character of the district identified?

- 1.8 Does this character provide a basis for grouping properties into a district?

- * length of association
- * degree of integrity.)

2.5 For properties meeting criterion C:

2.5.1 Does the significance statement identify the applicable:

- * design concept(s)
- * construction technique(s)
- * useage of building material(s)?

2.5.2 Does the significance statment justify the importance of the applicable:

- * design concept(s)
- * construction technique(s)
- * useage of building material(s)?

2.5.3 Does the significance statement demonstrate that the property or district provide a better illustration of a design concept(s), construction technique(s) or useage of building material(s) than other comparable properties or districts.

(comparison should be made on the basis of those:

- * characteristics that were typically common to a:
 - design concept(s)
 - construction technique(s)
 - useage of building material(s)
- * characteristics that express individuality or variation within a:
 - design concept(s)
 - construction technique(s)
 - useage of building material(s)
- * characteristics that document the evolution of a:
 - design concept(s)
 - construction technique(s)
 - useage of building material(s)
- * characteristics that document the transition of one:
 - design concept(s)
 - construction technique(s)
 - useage of building material(s)
 - other)

2.6 For properties meeting criterion D:

2.6.1 Does the significance statement describe the potential research topics that the property or district can address?

2.6.2 Does the significance statement justify the importance of these research topics within a prehistoric or historic context?

5.0 ACCOMPANYING DOCUMENTATION:

- 5.1 Are the sketch maps labeled?
- * title
 - * legend
 - * north arrow
 - * scale
- 5.2 Does the sketch map show the entire boundary of the property or district?
- 5.3 Does the sketch map show features, disturbances, and contributing and non-contributing elements discussed in the nomination?
- 5.4 Do the photographs illustrate the:
- * environmental setting
 - * major or significant features
 - * major alterations or disturbances?

COMMENT SHEET

FROM: John J. Knoerl
DATE: 2/2/87
PROPERTY: Original Town of Fernandia Historic Site

Summary Comments

The format of my comments follows the attached "CHECKLIST FOR USING GUIDELINE 19." The number on the left margin corresponds to the items on this checklist.

The nomination is being returned for the problems identified under items: 1.3, 1.5, 2.4, 2.6, and 4.0.

There are also some minor problems that were identified under item: 1.2, 3.2, and 5.3.

1.0 DESCRIPTION:

1.1 Is the environmental setting described and related to the property or district?

(Cross-check with Topo and sketch maps and photographs)

Review: OK.

1.2 Is the probable occupation or construction dates identified for all components of the property or district?

(if property can not be dated, the text should so state)
(cross-check with sketch maps and photographs)

Review: Please estimate the occupation dates for each of the site's prehistoric components.

1.3 Are all major or significant features identified and described?

(cross-check with Topo and sketch maps and photographs)
(cross-check with checked areas of significance)
(cross-check with checked periods of significance)

Review: Drawing upon the data recovered from the 1950 and 1963 excavations and historic archeological research undertaken from other Spanish colonial settlements (St. Augustine perhaps) describe the intrasite spatial distribution of the site's historic and prehistoric features and artifacts. A sketch map supporting this description must be included in the nomination.

1.4 Are all secondary features that contribute or detract from the property's or district's integrity identified and described?

(cross-check with Topo and sketch maps and photographs)

Review: OK.

1.5 Are the major types of alterations and disturbances identified and evaluated for their impact upon the property's or district's integrity?

(cross-check with sketch maps and photographs)

Review: The text should identify those natural or man-made actions that have altered or disturbed the site's features and artifacts. Are these impacts severe enough to destroy the site's association with the important events? And have these impacts removed or severely altered the data that would be used to address the important research questions identified for the site?

1.6 Are all contributing and non-contributing properties in the district identified and counted?

(cross-check with Topo and sketch maps and photographs)

Review: Not Applicable.

1.7 Is the character of the district identified?

Review: Not Applicable.

1.8 Does this character provide a basis for grouping properties into a district?

Review: Not Applicable.

2.0 SIGNIFICANCE

2.1 Are the following items indicated in the statement of significance:

- * the applicable criteria
- * the period(s) of significance
- * the area(s) of significance

Review: OK.

2.2 Have the following property exceptions been identified and justified where applicable:

- * cemetery
- * birthplace
- * grave of an historic person
- * religious property
- * moved property
- * reconstructed property
- * commemorative property
- * less than 50 years old property

Review: Not Applicable.

2.3 For properties meeting criterion A:

Review: OK.

2.4 For properties meeting criterion B:

Review: I would not try to argue that this site is associated with individuals significant in the past. Those individuals would not only have to be evaluated for their distinctive contribution in the appropriate areas of significance but in addition, the nomination would have to document that this site provides a stronger association with these individuals than other properties. This would be difficult given the state of archeological knowledge for this site. It would call for an additional research effort beyond that already done.

2.5 For properties meeting criterion C:

Review: Not Applicable.

2.6 For properties meeting criterion D:

2.6.1 Does the significance statement describe the potential research topics that the property or district can address?

2.6.2 Does the significance statement justify the importance of these research topics within a prehistoric or historic context?

2.6.3 Does the significance statement identify the data that can address these research topics?

2.6.4 Does the significance statement affirm that the property or district contains or is likely to contain these data.

Review: The questions in this section (2.6.1 - 2.6.4) need to be answered to properly evaluate whether the site is eligible under this criterion. Be sure to apply these questions to both historic and prehistoric components of the site.

2.7 Is the level of significance identified and justified?

Review: OK.

3.0 BIBLIOGRAPHY:

3.1 Are all citations used in the text referenced in the bibliography?

Review: OK.

3.2 Does the nomination demonstrate that scholarly research was conducted in preparing the nomination?

(The following components of the nomination should have supporting published references:

- environmental setting
- occupation dates
- justification of the importance of research topics within a prehistoric or historic context.)

Review: The nomination could benefit from more references in the areas of environmental setting, previous excavations, feature descriptions (especially if analogies are employed to argue the potential existence of features) and for any research topics identified for the site.

4.0 GEOGRAPHIC DATA:

4.1 Are boundary lines fixed at permanent features or UTM references appearing on USGS topographic maps?

4.2 Does the verbal boundary description employ discrete boundaries on all sides of the property or district?

4.3 Does the boundary justification discuss the:
* method(s) used to define the boundary
* relationship between the property's or district's significance and the boundary?

4.4 Are all major or significant features included within the boundary?

4.5 Does the boundary exclude unjustified acreage or buffer zones?

4.6 Does the boundary include only entire buildings, structures or objects (as opposed to portions of buildings, structures, or objects)?

Review: ~~There~~ There is a weak link between the significance of the site and the spatial distribution of archeological data that convey its significance. Please review National Register Bulletin 12 for both the conceptual approach to defining archeological site boundaries and refer to the relevant examples for guidance.

5.0 ACCOMPANYING DOCUMENTATION:

5.1 Are the sketch maps labeled?

- * title
- * legend
- * north arrow
- * scale

5.2 Does the sketch map show the entire boundary of the property or district?

5.3 Does the sketch map show features, disturbances, and contributing and non-contributing elements discussed in the nomination?

Review: An updated sketch map should be drawn to show the entire boundary of the site incorporating all archeological features, estimated artifact density distributions, disturbances and secondary features.

5.4 Do the photographs illustrate the:

- * environmental setting
- * major or significant features
- * major alterations or disturbances?

Review: OK.

(A) Criteria B
86003685

NATIONAL REGISTER OF HISTORIC PLACES
EVALUATION/RETURN SHEET

Original Town of Fernandina Historic Site
Nassau County
FLORIDA

Substantive Review

DEC 22 1986

- ☐ resubmission
☐ nomination by person or local government
☐ owner objection
☐ appeal

Working No. _____
Fed. Reg. Date: _____
Date Due: 1/22/87 - 2/5/87
Action: ☒ ACCEPT
☒ RETURN 2/2/87
☐ REJECT

Federal Agency: _____

Substantive Review: ☒ sample ☐ request ☐ appeal ☒ NR decision

Reviewer's comments:

see review comment sheet
also send Checklist for Using Guideline 19
and NR Bulletin # 12

Recom./Criteria _____
Reviewer _____
Discipline _____
Date _____
see continuation sheet

Nomination returned for: ☒ technical corrections cited below
☒ substantive reasons discussed below

1. Name

2. Location

3. Classification

Category	Ownership Public Acquisition	Status Accessible	Present Use

4. Owner of Property

5. Location of Legal Description

6. Representation in Existing Surveys

Has this property been determined eligible? ☐ yes ☐ no

7. Description

Condition	Check one	Check one
☐ excellent	☐ deteriorated	☐ original site
☐ good	☐ ruins	☐ moved date _____
☐ fair	☐ unexposed	☐ unaltered
		☐ altered

Describe the present and original (if known) physical appearance

- ☐ summary paragraph
☒ completeness
☐ clarity
☒ alterations/integrity
☒ dates
☒ boundary selection

see comment sheet

RECEIVED

FEB 25 1987

HISTORIC PRESERVATION
SECTION

92

FMSF NOTE TO IMAGE VIEWER

Some oversized material* contained in the corresponding paper file folder has not been scanned.

*Check material affected:

☐ Blueprints

☒ Map

☐ Other, specify _____

This material can be viewed at the Florida Master Site File Office.

NA 238

OMB No. 1024-0018
Expires 10-31-87

P

United States Department of the Interior
National Park Service

National Register of Historic Places Inventory—Nomination Form

See instructions in *How to Complete National Register Forms*
Type all entries—complete applicable sections

For NPS use only
received
date entered

*Not final
submission.
See 12/12/89
version.

1. Name

historic Original Town of Fernandina Historic Site

and/or common Old Town

2. Location

street & number N/A N/A not for publication

city, town Fernandina Beach N/A vicinity of

state Florida code 012 county Nassau code 089

3. Classification

Category	Ownership	Status	Present Use
☐ district	☐ public	☒ occupied	☐ agriculture
☐ building(s)	☐ private	☐ unoccupied	☐ commercial
☐ structure	☒ both	☐ work in progress	☐ educational
☒ site	Public Acquisition	Accessible	☐ entertainment
☐ object	☐ in process	☐ yes: restricted	☐ government
	☐ being considered	☒ yes: unrestricted	☐ industrial
	<u>N/A</u>	☐ no	☐ military
			☐ museum
			☐ park
			☒ private residence
			☐ religious
			☐ scientific
			☐ transportation
			☐ other:

4. Owner of Property

name Multiple

street & number N/A

city, town Fernandina Beach N/A vicinity of state Florida

5. Location of Legal Description

courthouse, registry of deeds, etc. Nassau County Courthouse

street & number 416 Centre Street

city, town Fernandina Beach state Florida

6. Representation in Existing Surveys

title See Continuation Sheet has this property been determined eligible? ☐ yes ☒ no

date See Continuation Sheet ☐ federal ☒ state ☐ county ☐ local

depository for survey records See Continuation Sheet

city, town See Continuation Sheet state Florida

42

**United States Department of the Interior
National Park Service**

**National Register of Historic Places
Inventory—Nomination Form**

For NPS use only
received
date entered

Continuation sheet

Item number 6

Page 1

REPRESENTATION IN EXISTING SURVEYS

1. "An Archaeological Survey of Amelia Island, Florida" conducted July-August, 1950, by Ripley P. Bullen and John W. Griffin for the Florida Park Service, published in The Florida Anthropologist, Vol. 5, No. 3, December, 1952. Copies on file at university libraries in Florida.
2. "Fort San Carlos" conducted in the spring of 1963 by Hale G. Smith and Ripley P. Bullen for Florida State University, published in Notes in Anthropology, Vol. 14, 1971. Copies on file at university libraries in Florida.

7. Description

Condition		Check one	Check one
☐ excellent	☐ deteriorated	☐ unaltered	☒ original site
☐ good	☐ ruins	☒ altered	☐ moved date _____
☐ fair	☒ unexposed		

Describe the present and original (if known) physical appearance

The Original Town of Fernadina Archaeological Site encompasses the greater part of the Old Town subdivision of the city of Fernandina Beach, Florida, which is the seat of Nassau County. Old Town is located north of the city, near the north end of Amelia Island, on a small peninsula formed by the confluence of Egans Creek on the north and east and the Amelia River on the west. North of Egans Creek and its surrounding marshes is Ft. Clinch State Park, the principal feature of which is a Civil War era masonry fort that overlooks the entrances of the St. Marys and Amelia rivers to the Atlantic Ocean. South of Old Town is another marsh and an industrial plant that separates the earlier community from present-day Fernandina.

The site comprises 30 city blocks, including the Plaza Lot (the site of Ft. San Carlos) and 11 city streets, an area of about 44 acres in all. Excluded from the nomination are the city cemetery and those lots along the Amelia River west of the Plaza lot. The cemetery was enlarged to abut the town after 1821 and the river lots were the result of extensive fill after 1811 that have been subject to vast alterations as a consequence of changes in the course of the Amelia River and erosion from rainwater runoff.

The present plan of Old Town reflects the original plat of the town in 1811 and its subsequent enlargement in 1821. It consists of a regular grid of streets, most of which are presently unpaved, framing square blocks. There are no buildings or substantial above ground structures dating prior to the establishment of the new town of Fernandina further south in 1853. Visible, however, are oyster shells and occasional pot sherds and other minor artifacts from the Indian habitations that preceded the establishment of the town.

Archaeological excavations in 1950 and 1963 uncovered a number of aboriginal sites, including burials and campsites, and the subterranean remains of Ft. San Carlos, constructed in 1816 and abandoned ca. 1821. There was no systematic attempt to document house sites or the locations of churches and other important buildings.

There are 42 buildings in Old Town, all but two of which are residences. As no early visual representations of Fernandina are available, the exact locations of buildings dating prior to 1853 can only be determined by archaeological investigation and, to some extent, reference to Spanish Land Grant records. None of the existing structures are thought to date from the historic period.

The following continuation sheet contains the addresses of the non-contributing properties in Old Town:

United States Department of the Interior
National Park Service

**National Register of Historic Places
Inventory—Nomination Form**

For NPS use only
received
date entered

Continuation sheet

Item number 7

Page 2

List of Non-contributing Properties in Old Town

- | | |
|-------------------------------|--------------------------------|
| 1. <u>Amelia Street</u> | 9. <u>Someruelos Street</u> |
| 22 | 801 |
| 24 | 822 |
| | 902 |
| 2. <u>Commandant Street</u> | 910 |
| 406 | 911 |
| | 10. <u>Towngate Street</u> (0) |
| 3. <u>Estrada Street</u> | 11. <u>White Street</u> |
| 18 | 801 |
| 106 | 803 |
| 107 | 900 |
| 212 | 917 |
| 514 | 919 |
| | 1001 |
| 4. <u>Garden Street</u> | 1002 |
| 920 | 1011 |
| 922 | 1132 |
| | 12. <u>Fourteenth Street*</u> |
| 5. <u>Ladies Street</u> | 1615 |
| 713 | 1620 |
| 715 | |
| 811 | |
| 816 | *Not a historic street |
| 902 | |
| 1012 | |
| | |
| 6. <u>Marine Street</u> (0) | |
| | |
| 7. <u>New Street</u> | |
| 109 | |
| 503 | |
| | |
| 8. <u>San Fernando Street</u> | |
| 712 | |
| 714 | |
| 801 | |
| 803 | |
| 808 | |
| 818 | |
| 900 | |
| 910 | |

8. Significance

Period	Areas of Significance—Check and justify below			
☒ prehistoric	☒ archeology-prehistoric	☒ community planning	☐ landscape architecture	☐ religion
☐ 1400-1499	☒ archeology-historic	☐ conservation	☐ law	☐ science
☐ 1500-1599	☐ agriculture	☐ economics	☐ literature	☐ sculpture
☒ 1600-1699	☐ architecture	☐ education	☒ military	☐ social/
☒ 1700-1799	☐ art	☐ engineering	☐ music	☐ humanitarian
☒ 1800-1899	☐ commerce	☒ exploration/settlement	☐ philosophy	☐ theater
☒ 1900-	☐ communications	☐ industry	☐ politics/government	☐ transportation
		☐ invention		☐ other (specify)

Specific dates ca. 2000 B.C. - Builder/Architect N/A

1853 A.D.
Statement of Significance (in one paragraph)

The Old Town of Fernandina Archaeological Site fulfills criteria A,B, and D for listing in the National Register of Historic Places. It is significant in the areas of prehistoric and historic archaeology, community planning, exploration and settlement, and military history. It was the site of aboriginal habitation from approximately 2000 B.C. to 1700 A.D. and is associated with the early European occupation of east Florida. The site was also the location of a town founded during the British Colonial Period of Florida (1763-1883) and was the last community officially established by the Spanish in North America (1811). After Florida was ceded to the United States by Spain in 1821, Old Fernandina became the seat of Nassau County (1824), finally being abandoned for the site of what is now Fernandina Beach. Through archaeological investigations conducted in 1950 and 1963, the area has yielded, and promises to yield in future surveys, important information on the history and prehistory of the area.

What appears to be the earliest historical record of what was to become the town of Fernandina is a reference by Pedro de Arcos in his 1675 list of Spanish missions of Guale (Georgia and the Carolinas) and Mocama (Amelia Island) to a village of about 60 pagan Yamasse Indians located near what is now known as the Plaza Lot. This same settlement is mentioned in a letter of the same year written by Bishop Calderon to the Queen of Spain. Arcos also referred to the Franciscan mission of Santa Maria, at that time located about 2½ miles south of the Yamasee village. The mission, however, may have earlier been located near the Plaza Lot and moved to its new location, as a more defensive position, because of British pressure on Spanish settlements and missions in the Guale region.¹

At that time there was a fort associated with the Santa Maria mission and an advance guardpost located on the Plaza Lot. Both the mission and fort, called the "Town of St. Mary's" and the "sentinel house" at the Plaza Lot were noted in 1696 by Jonathan Dickinson, who was among a party of Quakers that were shipwrecked on the coast of Florida during a voyage to Philadelphia from the Bahamas. Dickinson's Journal gives an account of what the group saw when transported along the inland waterway by the Spanish.² Six years later, the British sent a military expedition, led by Governor James Moore of South Carolina, against the Spanish missions and settlements north of St. Augustine. The mission of Santa Maria and the guardhouse at the Plaza Lot were burned and the inhabitants of Amelia Island forced to flee to the safety of St. Augustine.³

The Spanish did not bother to reoccupy Amelia Island when the British withdrew. It was still abandoned in 1732 when James Oglethorpe and his associates began formally establishing their Georgia Colony. On a trip south in

United States Department of the Interior
National Park Service

**National Register of Historic Places
Inventory—Nomination Form**

For NPS use only
received
Date entered

Continuation sheet

Item number

8

Page

2

SIGNIFICANCE

1736, Oglethorpe visited Amelia Island, to which he gave its present name, and established an advance garrison on the Plaza Lot, providing the troops with boats with which to patrol the Amelia and St. Marys rivers. The men also built a small palisade mounting eight guns which overlooked the Amelia River. The garrison was withdrawn in 1742, and Amelia Island once again was left deserted until Florida officially became a British colony as a result of the Seven Years War.⁴

More familiar to Americans as the French and Indian War (1754-1760), the conflict was the final phase of a century-long struggle between France and England for colonial and commercial supremacy in North America. Florida played little direct role in the war itself, but became a pawn in international politics when it came time to make peace. In the Treaty of Paris (1763), England took Canada from the French and Spain received France's trans-Mississippi lands (Louisiana Territory). Spain also exchanged Florida for the city of Havana, Cuba, which had been captured by the British during the war.⁵

Early during the British colonial period, Amelia Island was acquired by John Perceval, the Earl of Egmont, who established a plantation and the site of "Egmont Town" on the north end of the island. A map drawn in 1769 labeled the plan as "new settlements and new town laid out in streets 66 feet wide and building lots 66 by 132 feet each."⁶ In 1770, the surveyor-general of the southern colonies, William Gerad de Brahm, published his survey, which included Amelia Island. At the site of Old Town de Brahm showed a north-south oriented plat and labeled it "Egmont Town," described as having been laid out that year by the Earl of Egmont. Egmont, however, died the same year, and although British subjects settled on small farms within the town area, no attempt was made to have construction conform to Egmont's plan. This earlier plat was similar to the later Spanish town site in one important respect: it set aside the Plaza Lot as a public area, probably for the construction of a fort.⁷

At the end of the American Revolutionary War in 1783, Florida once again passed into Spanish hands. Many British subjects departed Florida for England's West Indian colonies, but a number of persons remained, including inhabitants of Amelia Island, by virtue of declaring allegiance to the Spanish Crown. Little change happened at "Egmont Town" at first, but in 1807 the community experienced a spurt of growth when the United States proclaimed the Embargo Act, closing its ports to foreign shipping. Located on the American border, the small port quickly became an important avenue of exchange for goods entering and leaving the United States.⁸

49

United States Department of the Interior
National Park Service

**National Register of Historic Places
Inventory—Nomination Form**

For NPS use only
received
date entered

Continuation sheet

Item number 8

Page 3

SIGNIFICANCE

By 1811, the town had grown sufficiently to move the Spanish government to officially establish the Town of Fernandina and ordered it laid out and organized around a classical Spanish grid plan. Fernandina became, therefore, the last Spanish colonial town founded in North America, the honor previously going to Los Angeles, California, in 1781. The design provided for the construction of important buildings facing onto the Plaza Lot, such as the town hall, customs house, the mayor's or commandant's house, the church, and important commercial buildings. Houses which already occupied the town site were ordered moved to conform to the new plat, the inhabitants receiving an additional lot or half lot adjacent to their property as a reward for doing so.⁹

The town had been without any defense works since the small fort on the Plaza Lot had been abandoned by Oglethorpe's garrison in 1742. Of this nothing remained, nor were there any useful remnants of Ft. Tonyn, supposedly constructed by the British near the present site of Ft. Clinch at the beginning of the American Revolution, and had failed to prevent an assault on Amelia Island by American forces in May, 1777. The action, however, had proved inconclusive.¹⁰ A new battery was constructed on the Plaza Lot about 1801. It consisted of a few houses and some canon facing the Amelia River, but had no defensive walls. Thus the town had little protection when American "patriots" sought to seize East Florida by force in order to annex it to the United States, a tactic that had been successfully used in West Florida (now the southern part of Alabama and Mississippi) two years earlier. On May 17, 1812, the independent military force seized Fernandina without firing a shot and remained in Fernandina for a year, but were unable to achieve their aim.¹¹

Upon the departure of this foreign force, the Spanish immediately reasserted its authority over Fernandina and Amelia Island, and began construction of Ft. San Carlos on the Plaza Lot, which was completed in 1816. It had a semi-octagonal plan and consisted of earthworks and wooden palisades. Its walls supported a terreplein eight feet high and four feet wide and contained a number of buildings, including storehouses, the commandant's quarters, and enlisted men's barracks. Its major armament faced the Amelia River. These new works, however, proved as ineffective as earlier defenses when the town was captured on June 29, 1817 by the privateer Gregor MacGregor, who was acting under a commission from the government of Mexico, which remained at hostilities with Spain since declaring its independence in 1810. MacGregor declared Florida independent of Spain and hoisted the "Green Cross of Florida" flag over the fort.¹²

MacGregor departed Fernandina two months later, leaving his forces under the command of Jared Irwin, one of his officers. Jared was joined in September by Luis Aury, another privateer commanding the brig Mexican Congress. He took over command from Irwin and declared Amelia Island to be a possession of the Republic

United States Department of the Interior
National Park Service

**National Register of Historic Places
Inventory—Nomination Form**

For NPS use only
received
date entered

Continuation sheet

Item number

8

Page

4

SIGNIFICANCE

of Mexico and replaced the "Green Cross of Florida" with the Mexican flag.¹³

The Spanish protested to the United States about the disorder along its southern border and the involvement of American citizens in the capture of Fernandina. The U.S. responded by landing troops on Amelia Island on December 23, 1817 and persuaded Aury to surrender without opposition. Fernandina had supposedly been reclaimed for the King of Spain, but American forces were still occupying the town when the Adams-Onís Treaty ceding Florida to the United States was ratified by Congress in 1821. At the time of the cession, Fernandina was described as a town of about 40 houses and 150 inhabitants.¹⁴

In 1824, Fernandina was made the seat of newly created Nassau County and the town was incorporated the same year. The community, however, failed to prosper, and between 1835 and 1840 the county seat was moved to a new location. Ft. San Carlos was abandoned, and construction began on Ft. Clinch on the north shore of Amelia Island in 1847. In 1853, the town site was moved further south, so that the newly incorporated Florida Railroad could avoid laying track across the marshes surrounding Old Fernandina. Most of the inhabitants moved to the new city, and today nothing survives from the pre-1853 period except archaeological remains and the plan of the town, which is still evident in the streets of the subdivision where one finds less than fifty structures.¹⁵

Footnotes

1. Mark F. Boyd, "Enumeration of Spanish Missions in 1675," Florida Historical Quarterly 27 (1948): 183-184; Hale G. Smith and Ripley P. Bullen, "Fort San Carlos," Notes in Anthropology Xiv (1971): 2-3.
2. Evangeline W. Andrews and Charles McLean, Jonathan Dickinson's Journal (New Haven, 1945), p. 67.
3. Herbert E. Bolton, Arrendo's Historical Proof of Spain's Title to Georgia (Berkeley, 1925), pp. 59-60.
4. Harriet C. Cooper, James Oglethorpe (New York, 1904), pp. 119-120.
5. Charlton W. Tebeau, A History of Florida (Miami, 1980), p. 72.
6. Florida Writers' Project, Seeing Fernandina: A Guide to the City and Its Industries, American Guide Series (Fernandina, 1940).
7. William Gerard de Brahm, Report of General Survey of Southern District of South Carolina (London, 1853).

United States Department of the Interior
National Park Service

**National Register of Historic Places
Inventory—Nomination Form**

For NPS use only
received
date entered

Continuation sheet

Item number 8

Page 5

SIGNIFICANCE (Footnotes)

8. Rembert W. Patrick, Florida Fiasco: Rampant Rebels on the Florida-Georgia Frontier, 1810-1815 (Athens, 1954), p. 82.
9. Works Project Administration, Spanish Land Grants in Florida, 5 Vols. (Tallahassee, 1940).
10. W.H. Siebert, Loyalists in East Florida, 1774-1785, Vol. I (Deland, 1929).
11. "The Surrender of Amelia: A Letter Written by G.I.F. Clarke," Florida Historical Quarterly IV (1925): 90-95.
12. T. Frederick Davis, "MacGregor's Invasion of Florida, 1817," Florida Historical Quarterly VII (1928): 3-14.
13. Ibid., pp. 31-33.
14. Ibid., pp. 38-69.
15. Florida Writers' Project, Seeing Fernandina: A Guide to the City and Its Industries, American Guide Series (Fernandina, 1940).

9. Major Bibliographical References

See Continuation Sheet

10. Geographical Data

Acreage of nominated property 44 approximately

Quadrangle name Fernandina Beach

Quadrangle scale 1:24,000

UTM References

A

1	17
---	----

4	5	16	2	16	0
---	---	----	---	----	---

3	3	9	5	2	16	0
---	---	---	---	---	----	---

B

1	17
---	----

4	5	16	7	2	0
---	---	----	---	---	---

3	3	9	5	2	0	0
---	---	---	---	---	---	---

C

1	17
---	----

4	5	16	6	8	0
---	---	----	---	---	---

3	3	9	4	8	2	0
---	---	---	---	---	---	---

D

1	17
---	----

4	5	16	2	2	0
---	---	----	---	---	---

3	3	9	4	8	8	0
---	---	---	---	---	---	---

E

--	--

--	--	--	--	--	--

--	--	--	--	--	--	--

F

--	--

--	--	--	--	--	--

--	--	--	--	--	--	--

G

--	--

--	--	--	--	--	--

--	--	--	--	--	--	--

H

--	--

--	--	--	--	--	--

--	--	--	--	--	--	--

Verbal boundary description and justification

See Continuation Sheet

List all states and counties for properties overlapping state or county boundaries

state N/A code N/A county N/A code N/A

state N/A code N/A county N/A code N/A

11. Form Prepared By

name/title W. Carl Shiver, Historic Sites Specialist

organization Division of Historical Resources

date August 18, 1986

street & number the Capitol

telephone (904) 487-2333

city or town Tallahassee

state Florida

12. State Historic Preservation Officer Certification

The evaluated significance of this property within the state is:

☒ national

☐ state

☐ local

As the designated State Historic Preservation Officer for the National Historic Preservation Act of 1966 (Public Law 89-665), I hereby nominate this property for inclusion in the National Register and certify that it has been evaluated according to the criteria and procedures set forth by the National Park Service.

State Historic Preservation Officer signature



title State Historic Preservation Officer

date December 16, 1986

For NPS use only

I hereby certify that this property is included in the National Register

date

Keeper of the National Register

Attest:

Chief of Registration

date

United States Department of the Interior
National Park Service

**National Register of Historic Places
Inventory—Nomination Form**

For NPS use only
received
date entered

Continuation sheet

Item number 9

Page 1

MAJOR BIBLIOGRAPHICAL REFERENCES

- Andrews, Evangeline W. and McLean, Charles. Jonathan Dickinson's Journal. New Haven, 1945.
- Bolton, Herbert E. Arrendo's Historical Proof of Spain's Title to Georgia. Berkeley, 1925.
- Boyd, Mark F. "Enumeration of Spanish Missions in 1675," Florida Historical Quarterly 27 (1948).
- Brahm, William Gerard de. Report of General Survey of Southern District of South Carolina. London, 1853.
- Cooper, Harriet C. James Oglethorpe. New York, 1904.
- Davis, T. Frederick. "MacGregor's Invasion of Florida, 1817," Florida Historical Quarterly VII (1928).
- Florida Writers' Project. Seeing Fernandina: A Guide to the City and Its Industries. American Guide Series. Fernandina, 1940.
- Patrick, Rembert W. Florida Fiasco: Rampant Rebels on the Florida-Georgia Frontier, 1810-1817. Athens, 1954.
- Siebert, W.H. Loyalists in East Florida, 1774-1785. 2 Vols. Deland, 1929.
- Smith, Hale G. and Bullen, Ripley P. "Fort San Carlos," Notes in Anthropology XIV (1971).
- "The Surrender of Amelia: A Letter Written by G.I.F. Clarke," Florida Historical Quarterly IV (1925).
- Tebeau, Charlton W. A History of Florida. Miami, 1980.
- Works Project Administration. Spanish Land Grants in Florida. 5 Vols. Tallahassee, 1940.

**United States Department of the Interior
National Park Service**

**National Register of Historic Places
Inventory—Nomination Form**

For NPS use only
received
date entered

Continuation sheet

Item number

10

Page

1

Verbal Boundary Description

Begin at the point where the extension of the south line of Garden Street intersects the west side of Marine Street, then run north along the west side of Marine Street approximately 1,185 feet, then run east along the north side of blocks 35, 37, 18, 19, 31, and 34 to the point said line intersects the west side of 12th Street, a distance of approximately 1,605 feet, then run south along the west side of 12th Street approximately 1,120 feet to the point said line intersects the property line of the City Cemetery, then run west along the City Cemetery property line to the southwest corner of lot 24, the intersection of New and Garden streets, then run south along the property line of the City Cemetery approximately 66 feet, then run west along the south side of Garden Street approximately 1,090 feet to the point of beginning.

for two months by Ogle-
 rolina colonials; but the
 because, it was claimed,
 ut their part of the cam-
 strengthened thereafter for
 ld retaliate. Since Fort
 l Island (overlooking the
 of the strong posts, it is
 opposite, was abandoned
 lliam (24).

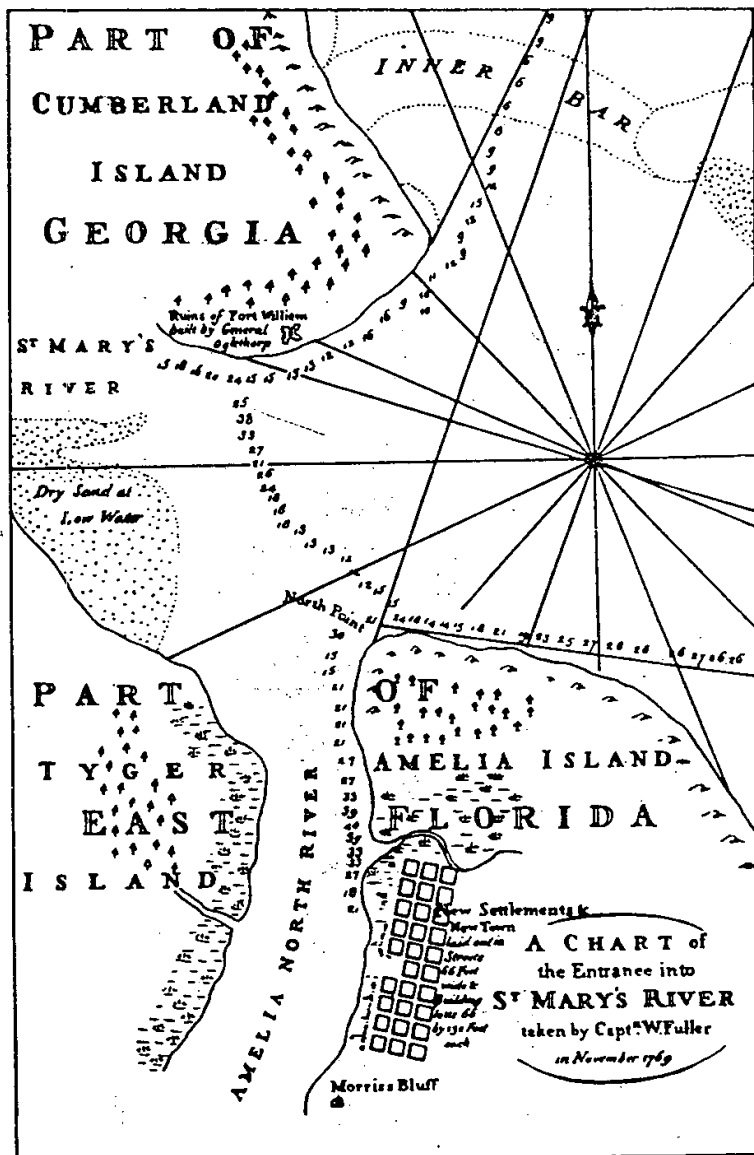
coast endangering English
 nish armies kept coming
 Spanish attack. Finding
 ish fleet of 32 ships aban-
 o St. Simon's Island and
 e battle of Bloody Marsh.
 as many more were cap-
 as far as the mouth of the

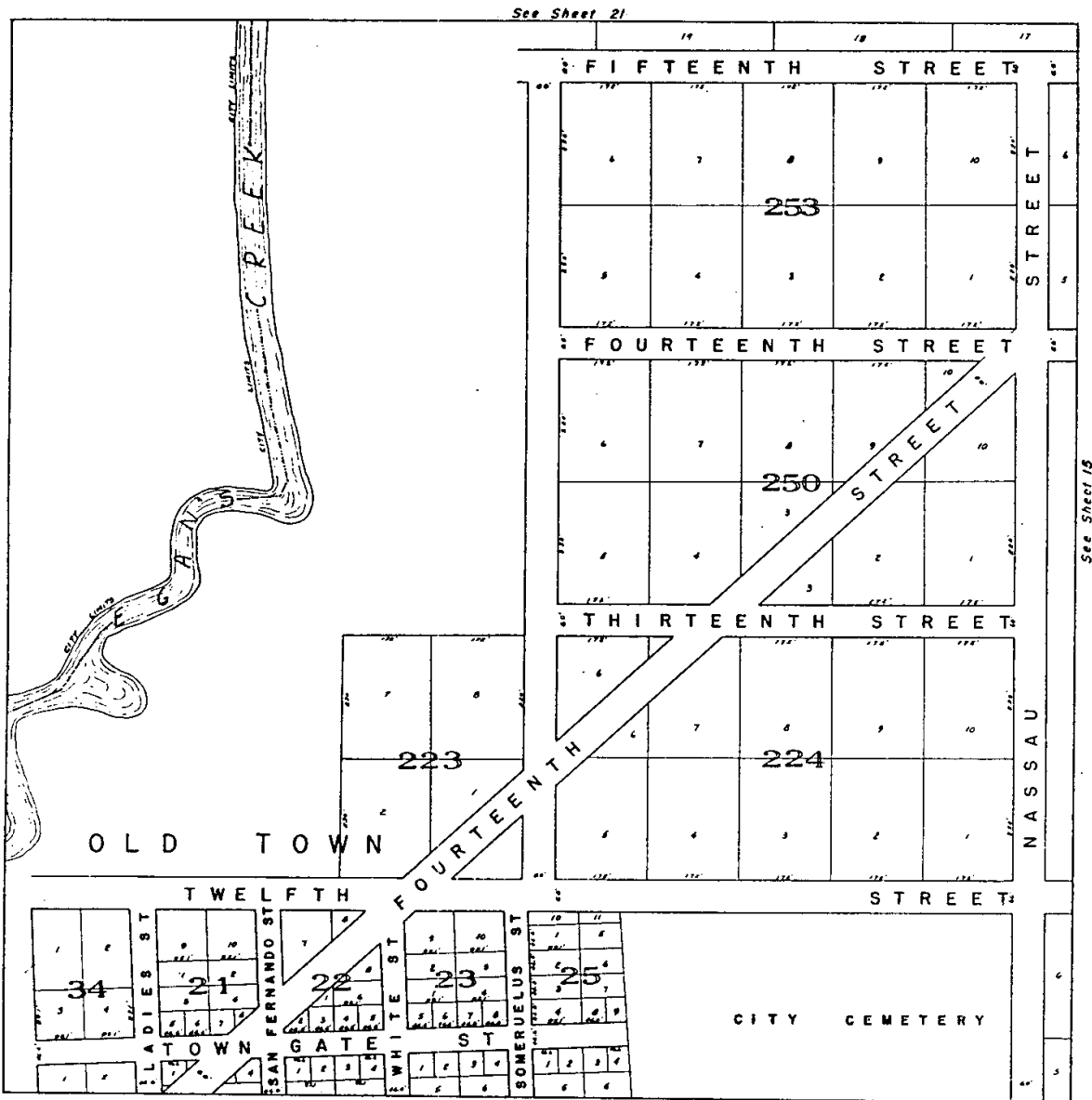
ween England and Spain,
 and, although a Spanish
 land, comparatively safe
 probably remained in the
 en the French and Indian
 enough to lose the whole

AMELIA

Spain to England, a def-
 set for the province (27).
 r town of Florida, a situa-
 e thirteen years later when

la into East Florida and
 ough the second Spanish
 rial era. It was the basis
 counties, St. Johns and
 boundary of East Florida.
 smont Town, with regular
 nap of 1767, prepared for
 Trade and Plantations, the
 d the American colonies.
 north end of the island and
 o, developed a large plan-
 go still grows wild in this

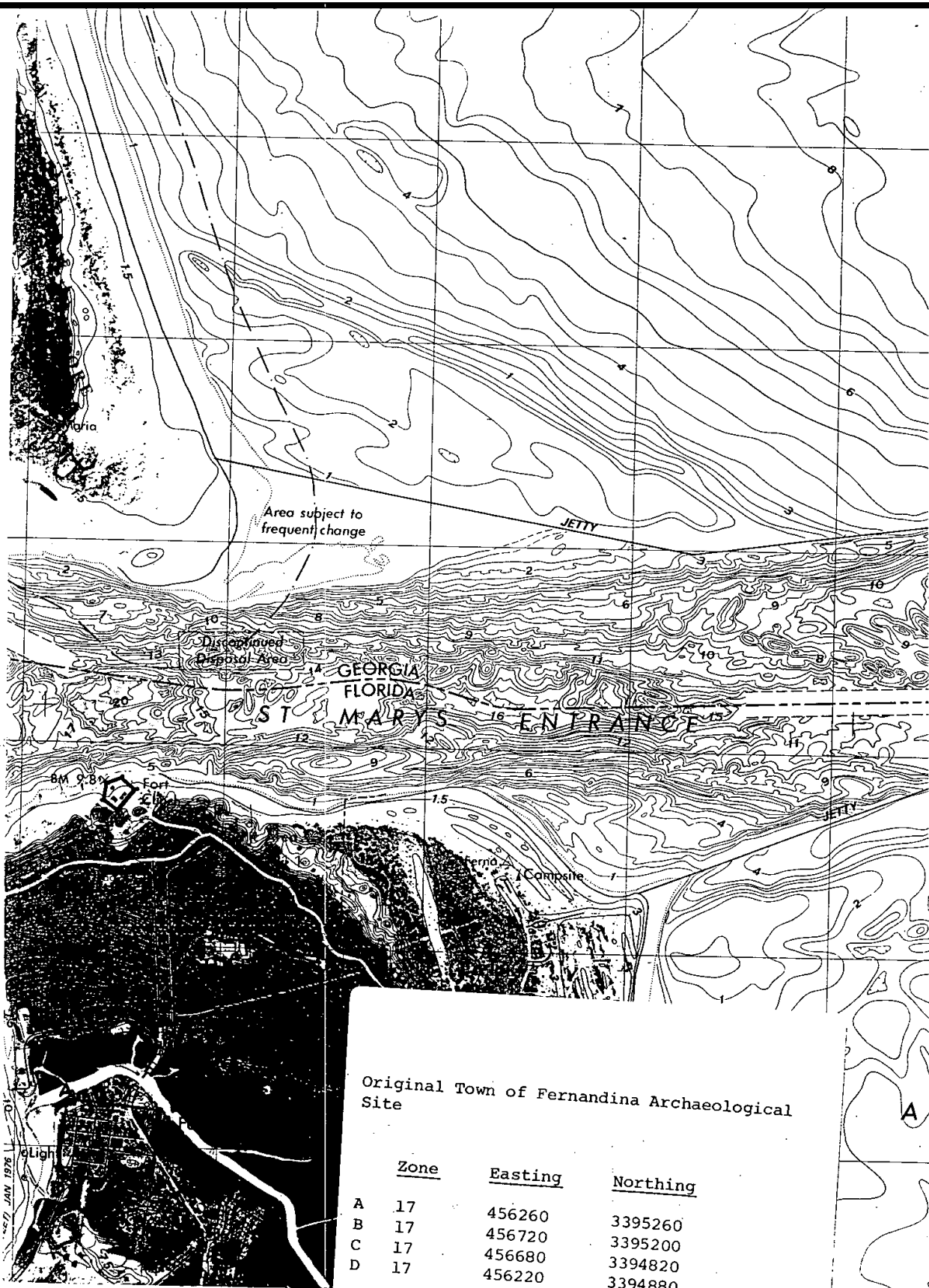




HUNNICUTT & ASSOCIATES
 MAPPING DIVISION
 JOE W. ARNOLD, II ASSOCIATE

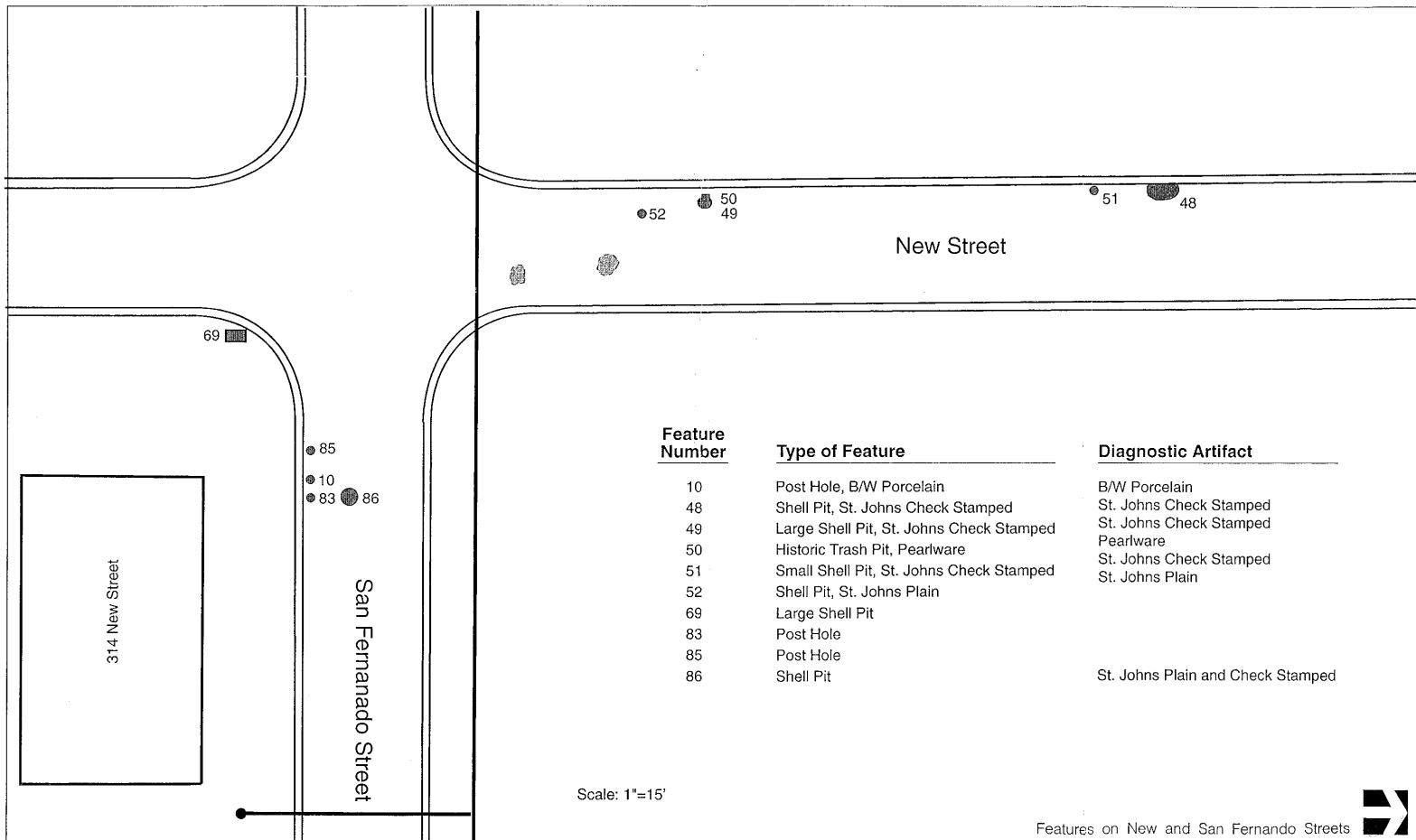
CITY OF
 FERNANDINA BEACH, FLA.
SHEET NO. 14
 DATE: FEB. 14, 1954
 SCALE: 1"=100'

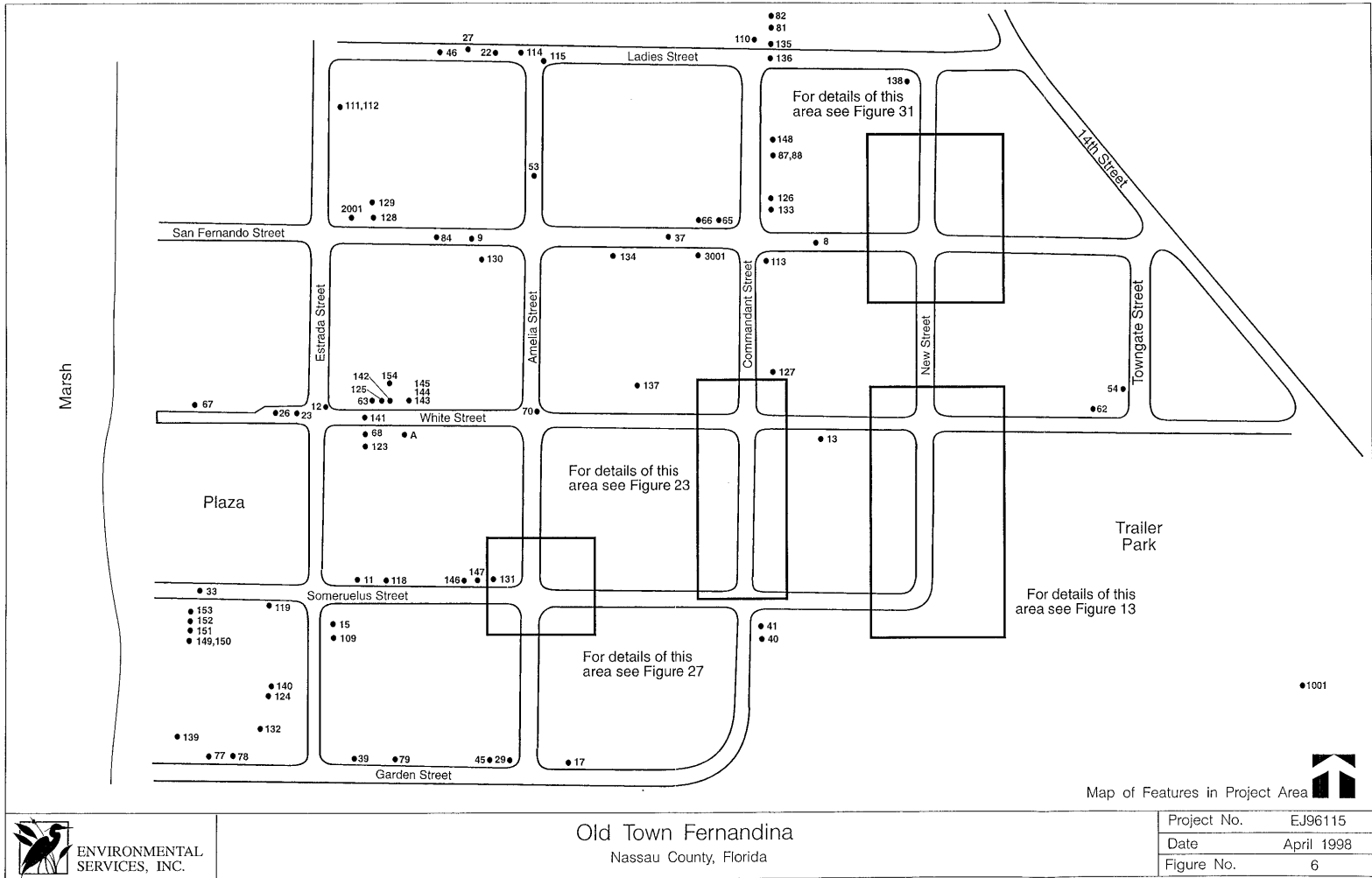
57



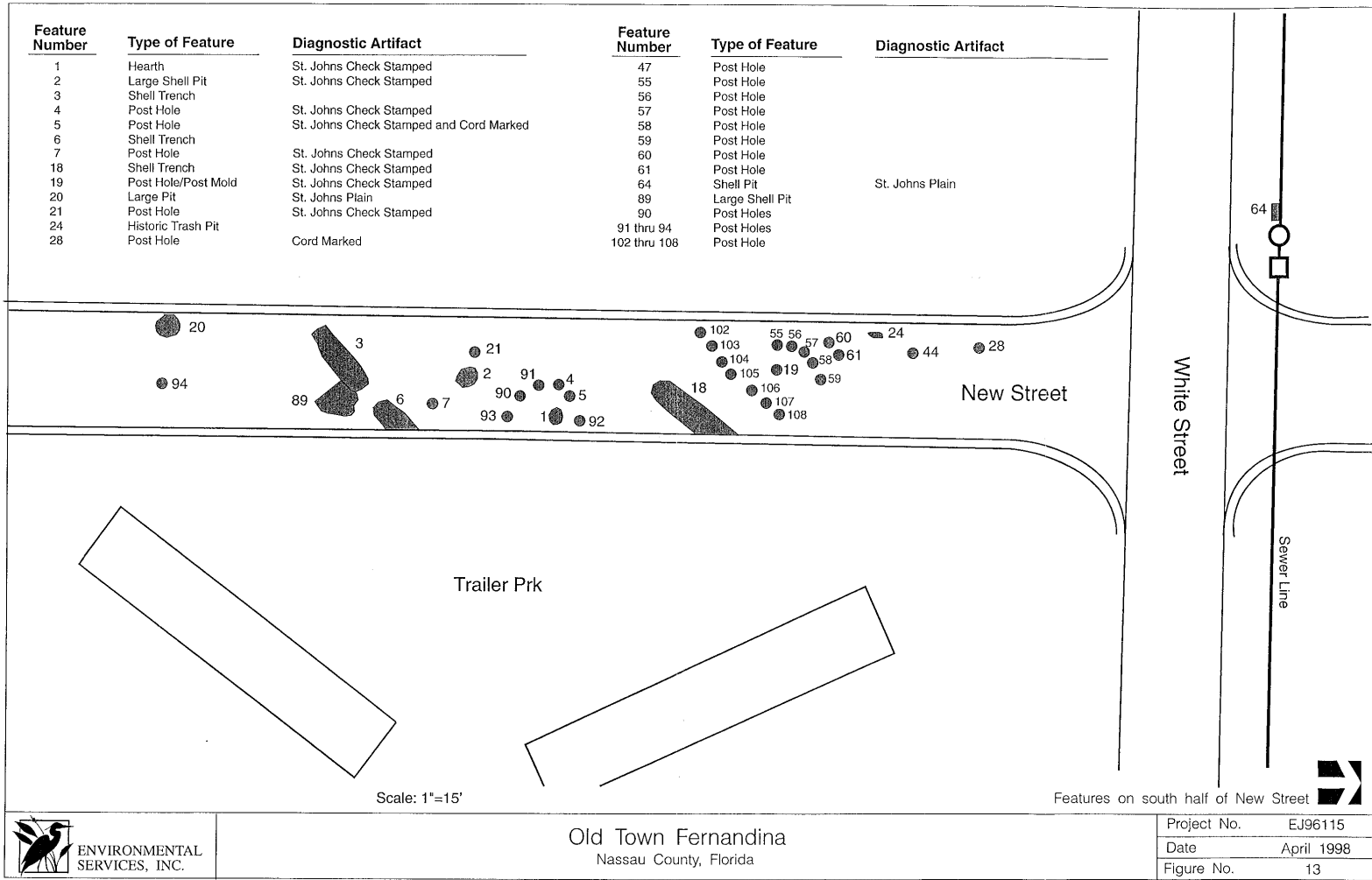
Original Town of Fernandina Archaeological Site

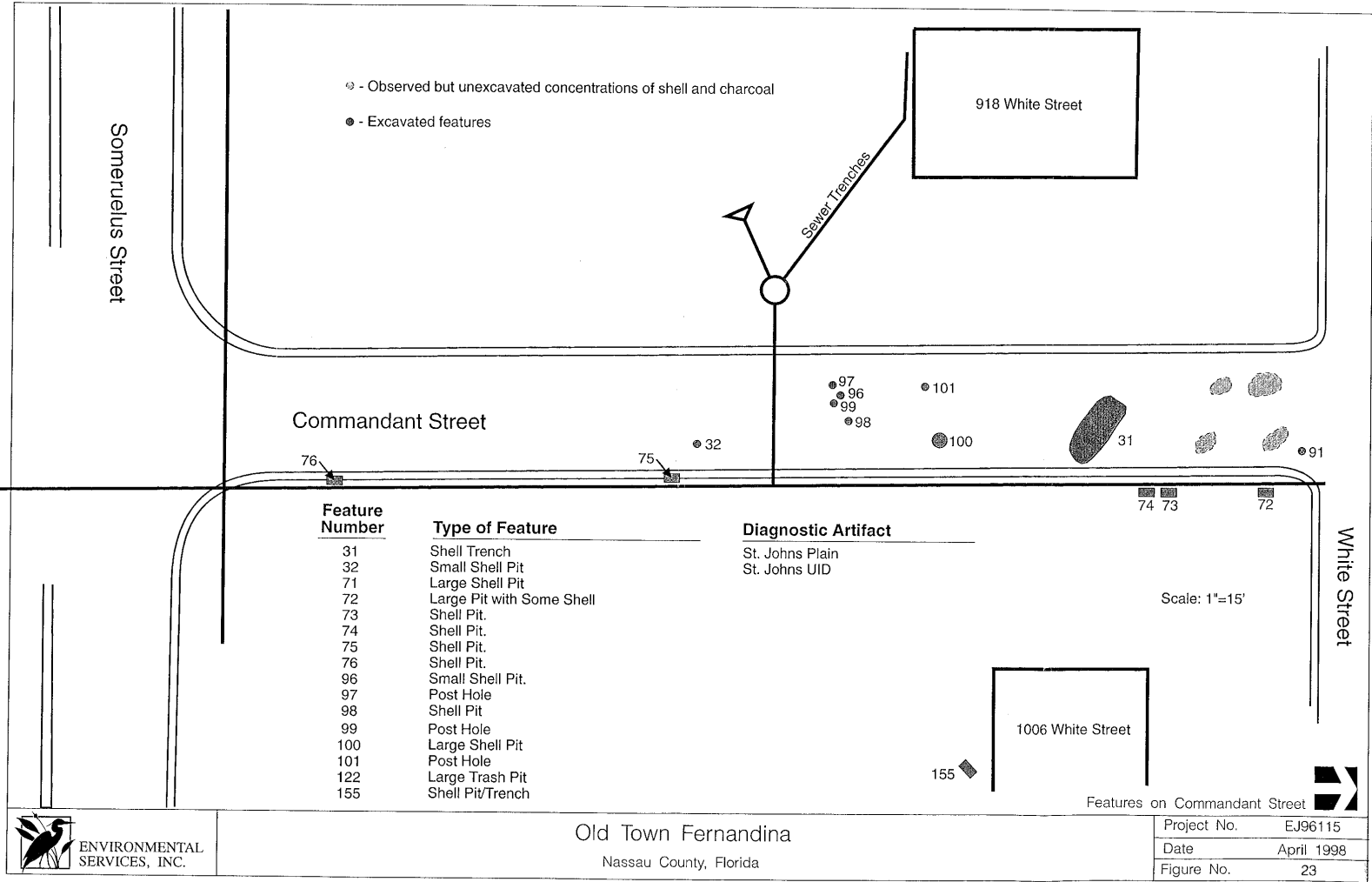
	<u>Zone</u>	<u>Easting</u>	<u>Northing</u>
A	17	456260	3395260
B	17	456720	3395200
C	17	456680	3394820
D	17	456220	3394880





ENVIRONMENTAL
SERVICES, INC.





6. Function or Use

Historic Functions (enter categories from instructions)

Domestic/ Town SiteDefense/ Fortification

Current Functions (enter categories from instructions)

Domestic/ Town Site**7. Description**

Architectural Classification

(enter categories from instructions)

N/A

Materials (enter categories from instructions)

foundation N/Awalls N/AN/Aroof N/Aother N/A

Describe present and historic physical appearance.

See Continuation Sheet

☒ See continuation sheet

United States Department of the Interior
National Park ServiceNational Register of Historic Places
Continuation SheetSection number 7 Page 1 DescriptionSummary Paragraph

The Old Town Fernandina Historic Site comprises the greater part of the Old Town Subdivision of the city of Fernandina Beach, Florida, which is the seat of Nassau County. Old Town is located north of the city, near the north end of Amelia Island on a small peninsula formed by the confluence of Egans Creek on the north and east and the Amelia River on the west. The site comprises all or part of 25 city blocks, including the Plaza Lot (the site of Fort San Carlos), and 10 improved and unimproved city streets, an area of about 36 acres in all. Excluded from the nomination are the City Cemetery and that area west of the eastern right-of-way of Marine Street. The town site contains 39 residential structures that do not contribute to the historic significance of the town site. These are mainly one and two-story wood frame buildings constructed in the late nineteenth and early twentieth centuries. Except for 14th Street, White Street, and the south half of Estrada Street, all of the streets in the town site are unpaved.

Supporting Narrative

The present plan of Old Town reflects the original plat of the town in 1811 and its subsequent enlargement in 1821. It consists of a regular grid of streets, most of them unpaved, framing square city blocks. There are no buildings or substantial above ground structures dating prior to the establishment of the new town of Fernandina Beach to the south in 1853. Visible on the surface, however, are oyster shell and scattered artifacts and materials dating from prehistoric and post-contact periods of occupation and settlement. Archaeological excavations on the Plaza Lot in the vicinity of Fort San Carlos which were undertaken in 1950 and 1963 uncovered artifacts and features associated with aboriginal habitation as well as materials associated with the post-contact period. This work was designed to examine the subsurface remains of Fort San Carlos, constructed in 1816 and abandoned ca. 1821.

As no early visual representations of the town of Fernandina prior to 1853 are available, the exact locations of earlier structures can only be determined by written records (particularly Spanish Land Grants), guesswork, and archaeological investigation. None of the existing structures are thought to date from the period of significance. The town that was established in 1821 formalized an existing settlement of small homesteads and buildings associated

United States Department of the Interior
National Park Service

**National Register of Historic Places
Continuation Sheet**

Section number 7 Page 2 Description

with Fort San Carlos and the wharf on the Amelia River near the fort. A considerable amount of goods passed through the town in the last years of Spanish rule, since the community acted as a conduit of trade between the United States and Spanish East Florida.

Although one can only speculate about the appearance of the settlement upon the imposition of the town plan in 1811, there must have been little formal organization, since the inhabitants were required to relocate houses that did not conform to the new plan. The town site was cleared of the remaining trees and brush and at least some of the streets graded. The 1811 town plat consisted of a grid of thirteen city blocks, eight streets, and the public square in which Fort San Carlos was located. A cemetery was established immediately south of the settlement and was enlarged to abut the town after 1821.

The town occupied a low bluff overlooking the Amelia River and was bounded on the north and south by an extensive marsh, much of which is still in evidence today. Nevertheless, the 1811 map shows groves of fruit trees at the north and south limits of the settlement, and efforts to reclaim sections of the nearby marsh through extensive dredge and fill operations appear to have already been underway by that time. A map of Fernandina drawn in 1821 shows that the community had grown considerably, having reached the approximate geographical area covered by this nomination proposal. The map also shows a number of lots located on the "beach" lying between the bluff and the edge of the Amelia River. There is no evidence that these were ever occupied by permanent structures, as the tracts were subject to constant flooding by rises in the height of the Amelia River and are now almost completely inundated.

That area of the town site along the bluff has seen serious alteration as a result of erosion from rainwater runoff that has caused part of the land forming the right-of-way of Marine Street to collapse onto the river bank below. That part of the bluff, or steep bank, immediately west of the Plaza Lot has also been further damaged by "pot hunters" seeking artifacts associated with Fort San Carlos. Fortunately, this disturbance is not extensive and does not appear recent in nature, probably because the efforts have turned up little of value to the amateur collector.

North of Egans Creek and its surrounding marshes is Fort Clinch State Park, the principal feature of which is a Civil War era fort that overlooks the entrances of the St. Marys and Amelia

United States Department of the Interior
National Park ServiceNational Register of Historic Places
Continuation SheetSection number 7 Page 3 Description

rivers. South of Old Town is another marsh and an industrial plant that separate the earlier community from present-day Fernandina Beach.

By the end of the Spanish era, the town consisted of about 40 houses, built of wood, and 10 or 11 tree-lined streets, regularly intersecting at right angles. There was also a public square with a small fort of eight guns fronting the water. According to contemporary eyewitness accounts, some of the buildings in the town were two stories in height and had galleries or verandas on both stories. Few changes were made to the community after 1821. In 1853 the town of Fernandina was relocated farther south to accommodate construction of a railroad, and the original site of the settlement was largely abandoned. However, there have always been some houses in the area, although none of the present structures seem to date earlier than the late nineteenth century.

Known Archaeological Resources

The boundaries of the town site contain a variety of archaeological and architectural resources that do not fall within the period of significance of this nomination. Some of these may be significant within their own right but do not contribute to the thesis of this nomination. In the case of the architectural resources found within the boundaries of the nominated town site, we have provided a list of these properties and a map showing their location. Subsurface contributing and non-contributing archaeological resources cannot all be sufficiently located or described at this time but must await future excavations and surveys to supplement those that have already taken place.

The 1963 archaeological excavations of Fort San Carlos and the surrounding area indicated that some of the shell midden features interpreted as aboriginal deposits in the earlier 1951 investigations were in fact the result of land modifications made during the Spanish Period as improvements to the town site and Fort San Carlos. On the other hand, there also appeared to be undisturbed features dating from prehistoric archaeological periods from the fiber-tempered potter Orange Period (2000-500 B.C.) through the intervening St. Johns/Savannah periods and into the contact (San Marcos or Mission) period. There were also indications of intermittent and occasional uses and occupations of the town site and, particularly, the plaza areas across many periods, including the British Period (1763-1784). These temporary

United States Department of the Interior
National Park ServiceNational Register of Historic Places
Continuation SheetSection number 7 Page 4 Description

or recurrent occupations are more evident than established villages prior to the creation of the 1811 town plan.

The area has suffered some disturbance through its natural development and use as a town site in the many decades subsequent to the founding of the Spanish town. It is believed that this source of disturbance is not greater than in other occupied communities and is considerably less than in others still having significant archaeological remains. Except for the portions of the site already lost, the natural and human actions have not impacted the resource in a manner detrimental to productive and important research.

Report by Archaeologist John Griffin on Old Fernandina Town Site, July 1988

A visual resurvey of the area and a review of the excavations within the area of Old Town, including the Fort San Carlos Site, indicate that some of the "shell midden" features were, in fact, the result of land modification during the Second Spanish Period. There were, however, undisturbed features dating from prehistoric archaeological periods from the fiber-tempered pottery Orange Period (2000-500 B.C.) through the intervening St. Johns/Savannah periods and into the contact (San Marcos or Mission) period. Selective testing indicates that pre-nineteenth century occupation of the town site was intermittent and somewhat sparse, rather than revealing a history of established villages. Nevertheless, prehistoric and contact period cultural features can be found in isolated features almost anywhere within the site boundaries, and the presence of more substantial prehistoric or mission period occupations elsewhere within the boundaries of the town cannot be ruled out. The same may be said for occupation(s) during the British Period (1763-1784).

The town plan of Spanish Fernandina is remarkably preserved in the present streets, and block and lot divisions of Old Town. Detailed confirmatory excavation has occurred only within the Plaza Lot at the site of Fort San Carlos. Here, archaeological remains of the fort were found which match the plan and location of the fort on early nineteenth century maps. There are also other portions of the town in which surface indications, either of construction remnants or artifactual scatter, provide evidence of earlier occupations. Other important areas are the known locations of the town gate and the north and south blockhouses. Materials

United States Department of the Interior
National Park ServiceNational Register of Historic Places
Continuation SheetSection number 7 Page 5 Description

giving evidence of the locations of early structural occupations are widespread over the blocks of the early town.

About forty wood houses stood on the site in 1821. This is the approximate number of existing structures on the site. While none of these are believed to be survivors of the Spanish town, some may occupy the same sites as the much earlier structures. Barring evidence to the contrary, the wooden houses of Fernandina were probably raised above the ground on wooden piers. This would be in contrast to the stone and tabby floor tradition of earlier St. Augustine, and would result in a quite different archaeological situation insofar as architectural remains are concerned. Wells, trash pits, privies, and fences--along with sheet refuse deposits--constitute other probable non-architectural features.

The archaeological potential of Old Town is considerable and significant, based on the following considerations:

1. The amount of construction subsequent to Spanish times is relatively sparse, and of such a nature as to have caused limited disturbance of previous occupations. Long-term archaeological projects in nearby areas, such as St. Augustine, have shown that very important information can be secured by careful work even in areas with a record of over 400 years of use.
2. The archaeological significance of Old Town Fernandina as an area of potential research lies in its relatively short time span (as compared, for example with St. Augustine) and the opportunity it provides to recover and analyze the material remains of such a multi-cultural community. This site should contain features relating to Hispanic, Anglo, and mixed households in a Spanish colony on the very border of the new United States. There should be evidences of Spanish, American, and privateer military occupation. It was the site of smuggling and illegal slave shipment to the United States.

In many ways Fernandina provides an unusual, if not unique, opportunity to formulate a series of hypotheses relating to fluid culture contacts and interaction. The resulting data should provide particular cultural historical information and data for the examination of culture change, culture contact, and processes involved.

United States Department of the Interior
National Park ServiceNational Register of Historic Places
Continuation SheetSection number 7 Page 6 Description

The major disturbance to the site has been the erosion of the bluff edge on the west side of the site. As demonstrated by the archaeology at Fort San Carlos, this has been substantial, leading to the loss of a considerable part of the fort. Early maps show the fort as located on a protruding bulge of the bluff, and it is this protrusion which has seen the major erosional reduction. While natural erosion must be considered a major cause, human agency--in part the actions of pot hunters and souvenir seekers--account for some of the disturbance. Overall the town site has suffered to some extent from natural human development of the area as a town site; however this disturbance is considerably less than in many areas. Except for those portions of the site that have already been lost, the natural and human actions have not impacted the resource in a manner detrimental to productive and important research.

United States Department of the Interior
National Park ServiceNational Register of Historic Places
Continuation SheetSection number 7 Page 7

Description

List of Noncontributing Structures in Old Town

Note: The addresses in Old Town are extremely irregular and may be listed differently, depending on the map or directory in which they are listed. Therefore, this list is mainly useful for accurately locating the noncontributing structures represented on the map of the Old Town Fernandina Historic Site.

- | | |
|---|-------------------------------|
| 1. <u>14th Street</u> (not a historic street) | 8. <u>San Fernando Street</u> |
| None | 712 |
| | 714 |
| 2. <u>Amelia Street</u> | 715 |
| 205 | 801 |
| | 803 |
| | 808 |
| 3. <u>Commandant Street</u> | 818 |
| 406 | 908 |
| Box 4 | 910 |
| 4. <u>Estrada Street</u> | 9. <u>Someruelus Street</u> |
| 106 | 819 |
| 107 | 822 |
| 112 | 902 |
| 117 | 908 |
| 212 | 916 |
| 514 | 10. <u>Towngate Street</u> |
| | None |
| 5. <u>Garden Street</u> | 11. <u>White Street</u> |
| None | 801 |
| 6. <u>Ladies Street</u> | 807 |
| 713 | 914 |
| 715 | 915 |
| 818 | 916 |
| 902 | 917 |
| 1012 | 918 |
| | 1006 |
| 7. <u>New Street</u> | 1011 |
| 309 | 1119 |

8. Statement of Significance

Certifying official has considered the significance of this property in relation to other properties:

☒ nationally ☐ statewide ☐ locally

Applicable National Register Criteria ☒ A ☐ B ☒ C ☒ D

Criteria Considerations (Exceptions) ☐ A ☐ B ☐ C ☐ D ☐ E ☐ F ☐ G

Areas of Significance (enter categories from instructions)

Archeology

Community Planning and Development

Exploration/Settlement

Period of Significance

1811-1821

Significant Dates

1811

1821

Cultural Affiliation

Post European Contact: Second Spanish

Colonial Period

Significant Person

N/A

Architect/Builder

N/A

N/A

State significance of property, and justify criteria, criteria considerations, and areas and periods of significance noted above.

See Continuation Sheet

☒ See continuation sheet

United States Department of the Interior
National Park ServiceNational Register of Historic Places
Continuation SheetSection number 8 Page 1

Significance

Statement of SignificanceSummary Statement

The Old Town of Fernandina Historic Site fulfills criteria A, C, and D for listing in the National Register of Historic Places. It is significant in the areas of exploration and settlement, community planning, and historic archaeology. Founded in 1811, Fernandina is nationally significant in the area of exploration and settlement because of its association with Spanish conquest and settlement in the Western Hemisphere. It was the last town founded by Spain in North America and is significant in the area of community planning by embodying urban design concepts employed by the Spanish throughout their colonies in the New World. The archaeological potential of Old Town is considerable and promises to yield valuable data relating to aboriginal, Hispanic, and Anglo cultural crosscurrents in a Spanish colony on the border of the United States. This data will allow for the formulation of hypotheses relating to the contacts and interactions of these cultures.

Historical Context

The nomination proposal for the Old Town Fernandina Historic Site is concerned with the relatively short period from 1811 to 1821, a mere decade. However, that part of Amelia Island on which the town site is located had seen European occupation since at least the seventeenth century. What appears to be the earliest historical record of what was to become the Spanish town of Fernandina is a reference by Pedro de Arcos in his 1675 list of Spanish missions of Guale (Georgia and the Carolinas) and Mocama (Amelia Island) to a village of about 50 pagan Yamassee Indians located near what is now known as the Plaza Lot. This same settlement is mentioned in a letter of the same year written by Bishop Calderon to the Queen of Spain. Arcos also referred to the Franciscan mission of Santa Maria, at that time located about 2 1/2 miles south of the Yamassee village. The mission, however, may have earlier been located near the Plaza Lot and moved to its new location, as a more defensive position, because of British pressure on Spanish settlements in the Guale region.

At that time there was a fort associated with the Santa Maria mission and an advance guard post located at the Plaza Lot. Both the mission and fort at the Plaza Lot were noted in 1696 by

United States Department of the Interior
National Park ServiceNational Register of Historic Places
Continuation SheetSection number 8 Page 2

Significance

Johnathan Dickinson, who was among a party of Quakers that were shipwrecked on the coast of Florida during a voyage to Philadelphia from the Bahama Islands. Dickinson's Journal, which calls the settlement the "Town of St. Mary's," gives an account of what the group saw when transported along the waterway by the Spanish. Six years later, the British sent a military expedition, led by Governor James Moore of South Carolina, against the Spanish missions and settlements north of St. Augustine. The mission of Santa Maria and the guardhouse at the Plaza Lot were burned and the inhabitants of Amelia Island compelled to flee to the safety of St. Augustine.

The Spanish did not immediately bother to reoccupy Amelia Island when the British withdrew. It was still abandoned in 1732 when James Oglethorpe and his associates began formally establishing their Georgia colony. On a trip south, Oglethorpe visited Amelia Island, to which he gave its present name, and established an advance garrison at the Plaza Lot, providing the troops with boats with which to patrol the Amelia and St. Marys rivers. The men also built a small palisade mounting eight guns which overlooked the Amelia River. The garrison was withdrawn in 1742, and Amelia Island once again was left deserted until Florida became a British colony as a result of the Seven Years War.

More familiar to Americans as the French and Indian War (1754-1760), the conflict was the final phase of a century-long struggle between France and England for colonial and commercial supremacy in North America. Florida played little direct role in the war itself, but became a pawn in international politics when it came time to make peace. In the Treaty of Paris (1763), England took Canada from the French and Spain received France's trans-Mississippi lands (Louisiana Territory). Spain also exchanged Florida for the city of Havana, Cuba, which had been captured by the British during the war.

Early during the British colonial period, Amelia Island was acquired by John Perceval, the Earl of Egmont, who established a plantation and the site of "Egmont Town" on the north end of the island. A map drawn in 1769 labeled the plan as "new settlements and new town laid out in streets 66 feet wide and building lots 66 by 132 feet each." In 1770, the surveyor general of the southern colonies, William Gerad de Brahm, published his survey, which included Amelia Island. At the site of Old Town, de Brahm showed a north-south oriented plat and labeled it "Egmont Town," described as having been laid out that year by the Earl of Egmont. Egmont,

United States Department of the Interior
National Park ServiceNational Register of Historic Places
Continuation SheetSection number 8 Page 3

Significance

however, died the same year, and although British subjects settled on small farms within the town area, no attempt was made to have construction conform to Egmont's plan. This earlier plat was similar to the later Spanish town site in one important respect: it set aside the Plaza Lot as a public area, probably for the construction of a fort.

At the end of the American Revolutionary War in 1783, Florida once again passed into Spanish hands. Many British subjects departed Florida for England's West Indian colonies, but a number of persons remained, including inhabitants of Amelia Island, by virtue of declaring allegiance to the Spanish Crown. Little change took place at "Egmont Town" at first, but in 1807 the community experienced a spurt of growth when the United States proclaimed the Embargo Act, closing ports to foreign shipping. Located on the American border, the small port quickly became an important avenue of exchange of goods entering and leaving the United States.

By 1811, the town had grown sufficiently to move the Spanish government to officially establish the "Town of Fernandina." The formal establishment of a town near the confluence of the Amelia and St. Mary's rivers also represented a last desperate attempt by the Spanish to block American territorial ambitions in East Florida and to serve as a defensive buffer against military attacks on St. Augustine. The new town was laid out and organized around a classical Spanish grid plan. Fernandina became, therefore, the last Spanish colonial town founded in North America, the honor previously going to Los Angeles, California in 1781.

The design provided for the construction of important buildings facing onto the Plaza Lot, such as the town hall, customs house, the mayor's or commandant's house, the church, and important commercial buildings. Houses which already occupied the town site were ordered moved to conform to the new plat, the inhabitants receiving an additional lot or half lot adjacent to their property as compensation for doing so.

The town had been without any defense works since the small fort on the Plaza Lot had been abandoned by Oglethorpe's garrison in 1742. Of this nothing remained, and a new battery was constructed on the Plaza Lot about 1801. It consisted of a few buildings and some cannon facing the Amelia River, but had no defensive walls. Thus the town had little protection when American "patriots" sought to seize East Florida by force in order to annex it to the United States, a tactic that had been successfully used

United States Department of the Interior
National Park ServiceNational Register of Historic Places
Continuation SheetSection number 8 Page 4

Significance

in West Florida (now the southern part of Alabama and Mississippi) two years earlier. On May 17, 1812, the independent military command seized Fernandina without firing a shot and remained there for a year, but the troops were unable to achieve their aim because they could find no means of capturing the more strongly defended capital of East Florida, St. Augustine.

Upon the departure of this foreign force, Spain immediately reasserted its authority over Fernandina and Amelia Island and began construction of Fort San Carlos on the Plaza Lot, which was completed in 1816. The fort had a semi-octagonal plan and consisted of earthworks and wooden palisades. Its walls supported a terreplein eight feet high and four feet wide and surrounded a number of buildings, including storehouses, the commandant's quarters, and the enlisted men's barracks. Its major armament faced the Amelia River. These new works, however, proved as ineffective as earlier defenses when the town was captured on June 29, 1817 by the privateer Gregor MacGregor, who was acting under a commission from the government of Mexico, which remained at hostilities with Spain since declaring its independence in 1810. MacGregor declared Florida independent of Spain and hoisted the "Green Cross of Florida" flag over the fort.

MacGregor departed Fernandina two months later, leaving his forces under the command of Jared Irwin, one of his officers. Irwin was joined in September by Luis Aury, another privateer commanding the brig Mexican Congress. He took over command from Irwin and declared Amelia Island to be a possession of the Republic of Mexico and replaced the "Green Cross of Florida" with the Mexican flag.

The Spanish protested to the United States government about the disorder along its southern border and the involvement of American citizens in the capture of Fernandina. The U.S. responded by landing troops on Amelia Island on December 23, 1817 and persuaded Aury to surrender without opposition. Fernandina had supposedly been reclaimed for the King of Spain, but American forces were still occupying the town when the Adams-Onís Treaty ceding Florida to the United States was ratified by Congress in 1821. At the time of the cession, Fernandina was described as a town of about 40 houses and 150 inhabitants.

Three years after Florida became an American territory, Fernandina was made the seat of newly created Nassau County, and the town was incorporated the same year. The community, however,

United States Department of the Interior
National Park Service

National Register of Historic Places
Continuation Sheet

Section number 9 Page 1

Bibliography

Major Bibliographical References

Andrews, Evangeline W. and McLean, Charles. Johnathan Dickinson's Journal. New Haven, 1945.

Bolton, Herbert E. Arrendo's Historical Proof of Spain's Title to Georgia. Berkeley, 1925.

Boyd, Mark F. "Enumeration of Spanish Missions in 1675," Florida Historical Quarterly 27 (1948): 183-184.

Brahm, William Gerard de. Report of General Survey of Southern District of South Carolina. London, 1853.

Cooper, Harriet C. James Oglethorpe. New York, 1904.

Davis, T. Frederick. "MacGregor's Invasion of Florida, 1817," Florida Historical Quarterly VII (1928): 3-14.

Florida Writers' Project. Seeing Fernandina: A Guide to the City and Its Industries. American Guide Series. Fernandina, 1940.

Patrick, Rembert W. Florida Fiasco: Rampant Rebels on the Florida-Georgia Frontier, 1810-1817. Athens, 1954.

Siebert, W.H. Loyalists in East Florida. 2 Vols. DeLand, 1929.

Smith, Hale G. and Bullen, Ripley P. "Fort San Carlos," Notes in Anthropology XIV (1971): 2-3.

"The Surrender of Amelia: A Letter Written by G.I.F. Clarke," Florida Historical Quarterly IV (1925): 3-14.

Tebeau, Charlton W. A History of Florida. Miami, 1980.

Works Project Administration. Spanish Land Grants in Florida. 5 Vols. Tallahassee, 1940.



FLORIDA DEPARTMENT OF STATE

Jim Smith
Secretary of State

DIVISION OF HISTORICAL RESOURCES

R.A. Gray Building
Tallahassee, Florida 32399-0250
(904) 488-1480

NR listed 1/29/90.

2. NA 238

December 12, 1989

Ms. Carol D. Shull, Chief of Registration
National Register of Historic Places
Department of the Interior, NPS
P.O. Box 37127
Washington D.C. 20013-7127

Dear Ms. Shull:

Enclosed are the completed National Register Nomination forms and supporting documentation for the following property:

Old Town Fernandina Historic Site, the city of Fernandina Beach, Nassau County.

Please do not hesitate to contact us at (904) 487-2333 if you have any questions or require any additional information.

Sincerely,

George W. Percy
State Historic
Preservation Officer

GWP:wcs

Enclosures

The following actions have been taken on the following properties but were excluded from a previous list:

KEY: Property Name, Multiple Name, Address/Boundary, City, Vicinity, Reference Number, NHL status, Requested Action, Decision Date

CALIFORNIA

Alameda County
Lightship WAL-605, RELIEF
Oakland Estuary in Brooklyn Basin
Oakland 89002462 NHL
NATIONAL HISTORIC LANDMARK 12/20/89

Los Angeles County
Male Solar Laboratory
740 Holladay Rd.
Pasadena 86000103 NHL
NATIONAL HISTORIC LANDMARK 12/20/89

Marin County
Point Reyes Lifeboat Rescue Station, 1927
Drake's Bay, Point Reyes National Seashore
Inverness vicinity 85002756 NHL
NATIONAL HISTORIC LANDMARK 12/20/89

ILLINOIS

Champaign County
University of Illinois Observatory
901 S. Mathews Ave.
Urbana 89002466 NHL
NATIONAL HISTORIC LANDMARK 12/20/89

INDIANA

Parke County
J.M. Russell Bridge
Parke County Covered Bridges TR
N of Rockville
Rockville vicinity 78000396
RENOVAL 2/20/90
Jesseup Bridge
Parke County Covered Bridges TR
E of Rockville
Rockville vicinity 78000395
RENOVAL 2/20/90

KENTUCKY

Fleming County
Sherburne Covered Suspension Bridge
KY 11 at Licking River
Sherburne 76000882
RENOVAL 2/06/90

MAINE

Cumberland County
Logship No. 112, MANTUCKET
Southern Maine Vocational Technical Institute Pier
South Portland 89002464 NHL
NATIONAL HISTORIC LANDMARK 12/20/89

MASSACHUSETTS

Bristol County
Torpedo Boat PT-617
Battleship Cove
Fall River 89002465 NHL
NATIONAL HISTORIC LANDMARK 12/20/89

Norfolk County

Great Blue Hill Weather Observatory
Blue Hills and Neponset River Reservations MRR
Milton
Milton 80000665 NHL
NATIONAL HISTORIC LANDMARK 12/20/89

OREGON

Benton County
Kappa Alpha Theta Sorority House, Old
145 NW. 21st St.
Corvallis 89000516
RENOVAL 2/06/90

Lincoln County

Lightship WAL-604, COLUMBIA
1792 Maritime Dr.
Clatsop 89002463 NHL
NATIONAL HISTORIC LANDMARK 12/20/89

VERMONT

Windsor County
Stellafane Observatory
S of North Springfield off Breezy Hill Rd.
North Springfield vicinity 77000107 NHL
NATIONAL HISTORIC LANDMARK 12/20/89

The following properties were also entered in the National Register but were excluded from a previous notice:

KEY: Property Name, Multiple Name, Address/Boundary, City, Vicinity, Reference Number, NHL status

FLORIDA

Nassau County
Original Town of Fernandina Historic Site
Roughly bounded by Youngs St., City Cemetery, Nassau, Marine, and Ladies Sts.
Fernandina Beach 1/29/90 86003685

NEW MEXICO

Lincoln County
Archeological Site LA 12155
Prehistoric and Historic Agricultural Sites in the Lower Rio
Bonito Valley TR
Address Restricted
Lincoln vicinity 2/18/90 88001509

RHODE ISLAND

Providence County
Doyle Avenue Historic District
Doyle Ave. from N. Main St. to Hope St.
Providence 2/22/90 90000104

Washington County

Perry--Carpenter Grist Mill
364 Moonstone Beach Rd.
South Kingstown 2/22/90 90000106

NA 238



~~1187~~
NA238

FLORIDA DEPARTMENT OF STATE

Jim Smith
Secretary of State

DIVISION OF HISTORICAL RESOURCES

R.A. Gray Building
500 South Bronough

Tallahassee, Florida 32399-0250

Director's Office

Telecopier Number (FAX)

(904) 488-1480

(904) 488-3353

June 28, 1989

Mrs. Barbara T. Kent
619 Cayuga Heights Road
Ithaca, NY 14850

Re: KWG Grove

Dear Mrs. Kent:

Thank you for the Preliminary Site Information Questionnaire on the information you have provided, it is our opinion that this property should be considered for listing in the National Register of Historic Places.

I have enclosed a National Register Proposal form and instructions for its preparation.

You should study both the form and the instructions carefully before you attempt to fill out any information. It is essential that you understand what kind of information is required and how it is recorded in order to avoid wasted time and effort. There are several points that must be emphasized.

First, is the need for completed and accurate documentation. This applies to the physical description as well as the statement of significance. We need as much specific information as you can provide regarding original construction, alterations and use of the property, as well as the historical events, developments, and persons with which it has been associated.

Second, graphics can be extremely helpful. Current photographs, including overall views and close up shots of important details are required. Historic photographs should be included whenever they are available. Sketch plans or diagrams of sites, interior floor plans, etc., should be carefully and accurately drawn, although not necessarily to scale.

NA 238

Amelia Island Fernandina Restoration Foundation, Inc.

102 Centre Street, Fernandina Beach, Florida 32034

P. O. Box 1144

June 26, 1989



Mr. Paul Weaver
Historic Property Associates, Inc.
Post Office Box 1002
St. Augustine, Florida 32805-1002

RE: Old Town Fernandina

Dear Paul,

Pursuant to your letter of March 3, 1989 to Dr. Carl Shiver, we do want Dr. Shiver to make some corrections to the National Register Nomination for Old Town.

Instead of using the verbal boundry on the Nomination Form, Item 10, Page One, we want to use the natural boundaries described in the Revised Nomination under Item 7, Description and the natural boundaries in the Original Nomination under Item 7, Text Supporting Present and Original Physical Appearance. Please combine the two descriptions and use the proper identification for the natural boundaries. I have enclosed copies for your reference.

Time is of the essence. It is imperative to us that the above change be made quickly and the application is sent to Washington. We would be pleased if you would give your attention to this matter to expedite it as soon as possible. Let us know when the application has been sent.

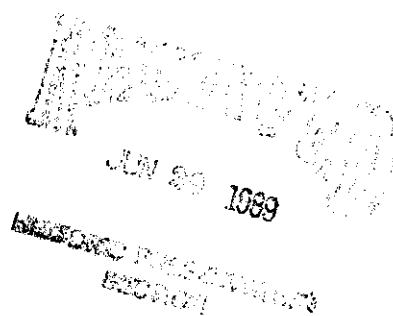
If I can be of any help by going to Tallahassee and taking this information to Dr. Shiver, I will pick up the necessary papers in St. Augustine and I will deliver them to him personally. If this will speed up the process, please call me.

Yours truly,

Patricia H. Williams
President

Enclosures

cc: Dr. Carl Shiver



4487
10238

Amelia Island Fernandina Restoration Foundation, Inc.
102 Centre Street, Fernandina Beach, Florida 32034



August 1, 1989

W. Carl Shiver, Ph.D.
Historic Sites Specialist
Division of Historical Resources
Florida Department of State
R.A. Gray Building
Tallahassee, FL 32399-0250

Dear Dr. Shiver,

We would like to request a copy of all correspondence concerning our National Register Nomination for Old Town Fernandina that are in our file in your office.

Thank you.

Sincerely,

Jean Layland
Secretary

RECEIVED
AUG 7 1989

RECORDS PRESERVATION
SECTION



NA 87
VA 238

FLORIDA DEPARTMENT OF STATE

Jim Smith
Secretary of State

DIVISION OF HISTORICAL RESOURCES

R.A. Gray Building
Tallahassee, Florida 32399-0250
(904) 488-1480

January 11, 1990

Mr. Mark Baker
National Register of Historic Places
Department of the Interior, NPS
P.O. Box 37127
Washington D.C. 20013-7127

Dear Mr. Baker:

Enclosed is a second set of the photographs for the Old Town Fernandina Historic Site National Register Nomination that you requested. Our efforts to locate the original 5 X 7 inch prints included with the nomination proposal have proved unsuccessful; therefore, we are submitting a series of 3 X 5 inch prints that were made from the same roll of film. Photograph #23 is missing, but we will forward a new print of it to you as soon as we can have the film processed. As a temporary substitute we are sending you the photocopy of the view of the property that we have in our files.

Please do not hesitate to contact us at (904) 487-2333 if you have any questions or require any additional information.

Sincerely,

W. Carl Shiver
Historic Sites Specialist

WCS
Enclosures



NA89

FLORIDA DEPARTMENT OF STATE

Jim Smith
Secretary of State

DIVISION OF HISTORICAL RESOURCES

R.A. Gray Building
Tallahassee, Florida 32399-0250
(904) 488-1480

December 12, 1989

Ms. Carol D. Shull, Chief of Registration
National Register of Historic Places
Department of the Interior, NPS
P.O. Box 37127
Washington D.C. 20013-7127

Dear Ms. Shull:

Enclosed are the completed National Register Nomination forms and supporting documentation for the following property:

Old Town Fernandina Historic Site, the city of Fernandina Beach, Nassau County.

Please do not hesitate to contact us at (904) 487-2333 if you have any questions or require any additional information.

Sincerely,

George W. Percy
State Historic
Preservation Officer

GWP:wcs

Enclosures



~~NA 89~~
NA238

FLORIDA DEPARTMENT OF STATE

Jim Smith
Secretary of State

DIVISION OF HISTORICAL RESOURCES

R.A. Gray Building
Tallahassee, Florida 32399-0250
(904) 488-1480

May 21, 1990

Chairman
Nassau County Board of
County Commissioners
Nassau County Courthouse
416 Centre Street
Fernandina Beach, FL 32034

Re: Old Town Fernandina, Listing in the National Register

Dear Commissioner:

It is a pleasure to advise you that the above referenced site was officially listed in the National Register of Historic Places as of January 29, 1990. We regret the delay in providing you with this vital information, but our office has only recently received official notice of the listing of this property in the National Register.

The enclosed fact sheet outlines the effects of listing in the National Register with reference to major laws and Federal regulations related to listed properties. Local planning agencies should be aware of the review requirements pertaining to any Federally assisted activities that may have an impact on listed properties.

Sincerely,

George W. Percy
State Historic Preservation Officer

GWP:wcs
Enclosure



AA89
NA238

FLORIDA DEPARTMENT OF STATE

Jim Smith
Secretary of State

DIVISION OF HISTORICAL RESOURCES

R.A. Gray Building
Tallahassee, Florida 32399-0250
(904) 488-1480

May 21, 1990

Dr. James R. Gildenston, M.D.
Chairman, Historic District Council
City of Fernandina Beach
Post Office Box 668
Fernandina Beach, FL 32034

Re: Old Town Fernandina, Listing in the National Register

Dear Dr. Gildenston:

Thank you for your inquiry about the National Register status of Old Town Fernandina. It is a pleasure to advise you that the above referenced site was officially listed in the National Register of Historic Places as of January 29, 1990. We regret the delay in providing you with this vital information, but our office has only recently received official notice of the listing of this property in the National Register.

The enclosed fact sheet outlines the effects of listing in the National Register with reference to major laws and Federal regulations related to listed properties. Local planning agencies should be aware of the review requirements pertaining to any Federally assisted activities that may have an impact on listed properties.

Sincerely,

George W. Percy
State Historic Preservation Officer

GWP:wcs
Enclosure



NA 89
NA 238

FLORIDA DEPARTMENT OF STATE

Jim Smith
Secretary of State

DIVISION OF HISTORICAL RESOURCES

R.A. Gray Building
Tallahassee, Florida 32399-0250
(904) 488-1480

May 21, 1990

The Honorable Ronnie Sapp
Mayor of Fernandina Beach
Post Office Box 668
Fernandina Beach, FL 32034

Re: Old Town Fernandina, Listing in the National Register

Dear Mayor Sapp:

It is a pleasure to advise you that the above referenced site was officially listed in the National Register of Historic Places as of January 29, 1990. We regret the delay in providing you with this vital information, but our office has only recently received official notice of the listing of this property in the National Register.

The enclosed fact sheet outlines the effects of listing in the National Register with reference to major laws and Federal regulations related to listed properties. Local planning agencies should be aware of the review requirements pertaining to any Federally assisted activities that may have an impact on listed properties.

Sincerely,

George W. Percy
State Historic Preservation Officer

GWP:wcs
Enclosure



NA 87
NA 238

FLORIDA DEPARTMENT OF STATE

Jim Smith
Secretary of State
DIVISION OF HISTORICAL RESOURCES
R.A. Gray Building
Tallahassee, Florida 32399-0250
(904) 488-1480

December 12, 1989

Ms. Carol D. Shull, Chief of Registration
National Register of Historic Places
Department of the Interior, NPS
P.O. Box 37127
Washington D.C. 20013-7127

Dear Ms. Shull:

Enclosed are the completed National Register Nomination forms and supporting documentation for the following property:

Old Town Fernandina Historic Site, the city of Fernandina Beach, Nassau County.

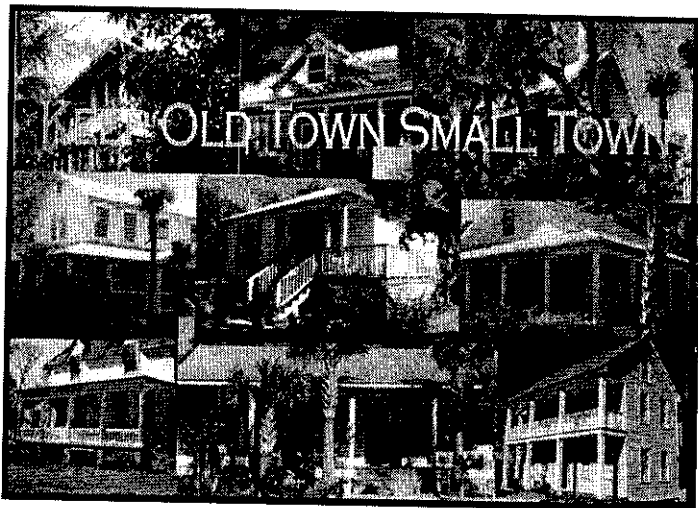
Please do not hesitate to contact us at (904) 487-2333 if you have any questions or require any additional information.

Sincerely,

George W. Percy
State Historic
Preservation Officer

GWP:wcs

Enclosures



October 28, 2006

Dear DCA Reviewer:

This discussion concerns the definition of net buildable density in Ordinance 2006-28, a large-scale comprehensive plan amendment, as it pertains to the area of Fernandina Beach known as the Old Town Historic District. We submit that the effects of this definition, which supports urbanization and redevelopment elsewhere in the city of Fernandina Beach, are inconsistent with the goal of preserving the unique character and features of Old Town that have made it a local historic district and a National Historic Register Place. As we hope to show, the application of this policy will lead to Old Town's erosion as a historic place by encouraging

- Variances from the land development codes that are designed to protect the historic district's unique features and character;
- The aggregation of properties for incompatible large-scale development;
- The proliferation of non-historic interior thoroughfares that create irregular lots and detract from the historic grid; and
- Densities and building types that are diametrically opposed to local land development codes, to the City's Growth Management objectives for compatibility and consistency; to the long-standing development and preservation guidelines that apply to the historic district; and to the unique historic character of the town.

We thank you in advance for your consideration. Please don't hesitate to contact us if you have questions or desire more information.

Very truly yours,

Patricia Borns and Ronald Machado
314 New Street
Fernandina Beach, FL 32034
Phone: (904) 491-5048

Patricia Borns & Ronald Machado
314 New Street Fernandina Beach, FL 32034 (904) 491-5048
patriciaborns@bellsouth.net ronaldmachado@bellsouth.net

NA 238

"Keep Old Town Small Town"
Discussion: Net Buildable Density
Ordinance 2006-28

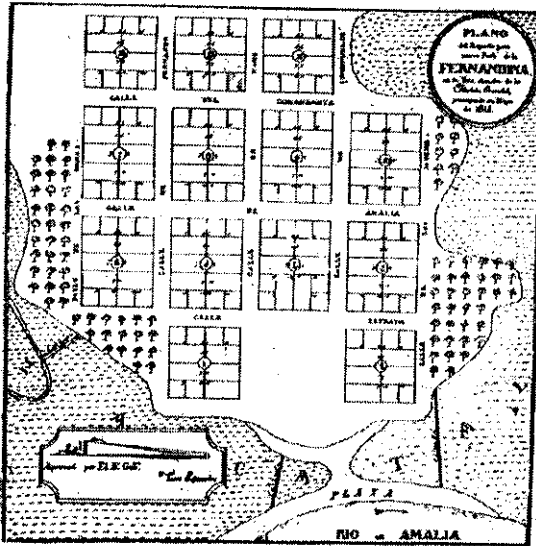
Mobile: (904) 556-6095

Patricia Borns & Ronald Machado
314 New Street Fernandina Beach, FL 32034 (904) 491-5048
patriciaborns@bellsouth.net ronaldmachado@bellsouth.net

Understanding Old Town

The impact of the net buildable density definition is best appreciated by understanding the context of Old Town:

Bounded by Plaza Fort San Carlos to the west (an acknowledged archaeological site of American Indian as well as Spanish remains), and historic Bosquo Bello cemetery to the south, the area known as the Old Town Historic District corresponds with the original site of Fernandina as it was platted by Spain in 1811, the last such plat by that country in the western hemisphere.



"I have determined that, beginning January 1 of the coming year, 1811, the post and the town that has grown around it shall be called Fernandina in honor of our Catholic Monarch (Ferdinand VII), continuing with the name Amelia for the rest of the island as has been done until now. You will use the name Fernandina in all official correspondence and public

documents."

So wrote Spanish governor of Florida Enrique White on December 24, 1810 from St. Augustine, FL. According to a 1998 study commissioned by the City of Fernandina, carried out by the University of Florida, ***"Old Town's grid***

remains as one of the last and purest examples of the Law of the Indies planning edict of 1573."

In 2000, the City of Fernandina took a decisive step in the preservation of Old Town by making it a local historic district as well as a National Historic Register Place, under the collective stewardship of city as well as state and federal governments. ***"There is hereby created the Old Town historic district, which is intended for the***

development of medium to high density single-family units and limited low-intensity commercial uses."

Accordingly, a primary goal of the local land development codes is to preserve the area's unique character and physical features as it develops.



Patricia Borns & Ronald Machado

314 New Street Fernandina Beach, FL 32034 (904) 491-5048

patriciaborns@bellsouth.net ronalmachado@bellsouth.net

"The guidelines proposed in this document are founded on the belief, however idealistic, that the small scale, quiet life style enjoyed by current Old Town residents can be maintained through careful town planning and thoughtful, well made buildings." Thus

begins the Old Town preservation and development bible commissioned by the City, whose core tenets were first written into local ordinance.

Below, **Exhibit 1** offers excerpts from the *Old Town Preservation and Development Guidelines* conveying the spirit as well as the appropriate nature of development in the historic district. **Exhibit 2** captures the key land development codes (LDCs) designed to enforce these goals:



EXHIBIT 1 OLD TOWN PRESERVATION & DEVELOPMENT GUIDELINES

"Unlike most communities, Old Town can never grow beyond a very specific set of geographic limits. These limits govern the scale of actions ...

"Project Goals• Maintain a density of land use fitted to the lot sizes of the Spanish plat in order to make a spatial connection to the history of Old Town.

"Scale is defined as the relative size between building elements, the landscape and the town as a whole ... The spatial relationship of all buildings creates a pattern of solids and voids that directly affects the appearance, use and public memory of Old Town ... The tendency to apply contemporary building practices geared towards larger scale developments is an anathema to the subtle characteristics of Old Town. Even the excellent examples of nineteenth century architecture in Fernandina Beach are often too large and elaborate for this small community.

"The term Visibility Corridor is used in place of 'setbacks' to emphasize the spatial effect of building placement. Careful siting of properly scaled buildings ensures that the historic lot divisions remain visible ... To maintain the historic character of Old Town, proper placement of buildings within the blocks is essential. In a more densely settled Spanish heritage city such as St. Augustine, the lot modules become explicitly delineated through the use of garden walls, building changes and occupiable space. Although very different in character from St. Augustine, the order of the historic plan must remain visible in the space of the city. Property owners, designers, builders, developers and town officials must collaborate in order to maintain the scale and character of Historic Old Town for future generations....

"Old Town has taken on an aura of openness due to the rather constant number of buildings constructed since 1811. Although this vacancy is largely an artifact due to historical and economic circumstances, it is now, after 189 years, part of Old Town's persona

... As more property is developed, this perception of openness is important to maintain. Landscape elements can be used in this regard.... Generous landscape space on each lot for personal use is important to the character of Old Town. Buildings in Old Town should have generous connecting elements such as porches or verandas to link them to the landscape.

"...The grid is the main historical feature of the town, and its preservation is of the utmost importance.... The new road surface constructed in 1998 ... is designed to strengthen the presence of the grid and keep movement patterns the same. [It] reinforces the constant width of all streets. [Its] crushed shell surface, minimal road width, green right of way and lack of sidewalks [are] common to more rural settlements. ... Side by side drives are discouraged regardless of aggregate ownership of lots...in order to prevent the domination of the street by space and construction allocated for vehicles.

"... Avoid: Significant increases in uses other than residential ... Avoid: Increased areas devoted to parking beyond that allowed for residential use ...Avoid: uses and density that disturb the residential character of Old Town."

(Excerpted from *Old Town Preservation and Development Guidelines*) The full text may be viewed at <http://www.fernandabeachfl.org/documents/communitydevelopment/oldtownguidelines.pdf>

The concept of net buildable density may be well-suited to new, large-scale subdivisions where streets as well as house lots are created by one developer from scratch. It may also suit areas where substandard lots need to be rationalized for development. Indeed, Fernandina's Planning Advisory Board (PAB) approved the net buildable density definition with such lots in mind:

"We really had the [City of Fernandina's] 25-ft. and 50 x 100-foot lots in mind when we did this," a PAB member explained.

The Old Town Historic District, however, is an altogether different case. Far from a new subdivision, it was platted in 1811. Far from substandard, its streets and lots conform to the standards of the 16th Century Spanish Law of the Indies – standards we are beholden to preserve. As the City specifies elsewhere in this very Ordinance, "a media peonia is not a substandard lot of record ..."

Nor does Old Town fit the mold of candidates for urban infill and redevelopment, where net buildable density also plays a role. The district's unpaved streets, lack of storm drains and non-gravity-fed sewers do not conform to urban infrastructures, and almost all of its substandard homes have been restored -- without a CRA. Indeed, since its national and local historic district designation, along with an initial infrastructure investment by the City in 1998, Old Town has attracted new resident-developers who have invested millions in restoring derelict dwellings as well as creating new ones, some even footing the bill to put their utilities underground. (See Exhibit 4, Built Pattern and Compatibility in the Historic

District.) Through their efforts, a unique, appealing community is evolving of close-knit, ethnically and economically diverse neighbors developing individual rather than mass-produced single-family homes and landscapes on the historic tree-canopied lime-and-shell streets. In fact, Old Town is emerging as just the neighborhood that planners dream of creating – a front porch, strolling kind of place where old and young, blue collar and white collar, Black and White garden, cook, jog, gossip and hammer nails together.

From Sunday ogglers who regularly cruise the streets to the Fed-Ex delivery man, reactions to Old Town are invariably the same:

"I can't believe the difference."

"It's great to see people fixing up the old houses."

"What a unique place. They don't make 'em like this anymore."

Locally, the insistence of some that Old Town is not a built environment ignores these resident investments, thanks to which property values (and taxes) have increased in many cases 800 percent. (The actual sales price of a typical peonia lot rose from \$15,000 to \$25,000 in 1997 to \$125,000 to over \$150,000 in 2006.)

Indeed, far from being abandoned or undervalued, the historic district's extensive vacant lands are all in play, held by speculators awaiting the most propitious circumstances for profitable high-density waterfront projects. In 7 years since the local districting took place, large property holders who fought hardest for the current 10:1 density, single-family land use and minimum building lot have put nothing in the ground. As they lobby for higher density, multifamily uses and smaller building lots, the vast majority of investment in actual buildings continue to come from resident property owners of 1 to 7 lots.

As speculative pressure intensifies, the Old Town historic district cries out not for redevelopment, but for new development within the context of historic preservation. The City's ability to stimulate this development calls for the exercise of a stronger political will, rather than the evasion of incompatible comprehensive planning.

What will: "mixed use" and "urban redevelopment" bring to a historic neighborhood whose long-time elderly and low-income residents enjoy a quality of life and affordable housing nowhere else available to them? A neighborhood whose large property owners, if they cared to, could easily profit from building high quality and even affordable housing *without net buildable density and other bonuses*, by virtue of the fact that they purchased Old Town lands at yesterday's absurdly low prices -- typically \$6,000 to \$30,000/lot!

We submit that a non-historic district of homogenous townhome- and condo-styled buildings– with less, not more, diversity and affordable housing than exists today – will be the end game of net buildable density and its associated policies. For as we find throughout this document, net buildable density will indeed spur development, but of an incompatible kind. How ironic that 7 years after midwiving one of its most

promising neighborhoods, City politics and policies *du jour* threaten its existence.

In reviewing net buildable density, we hope you will ask, as we do, whether it furthers the preservation of the historic district and the requirement that future developments be consistent with it, as required by local ordinance, by the Growth Management Act, and by many property owners who view consistency with their historic environment to be a vested right.

What Does Net Buildable Density Mean For Old Town?

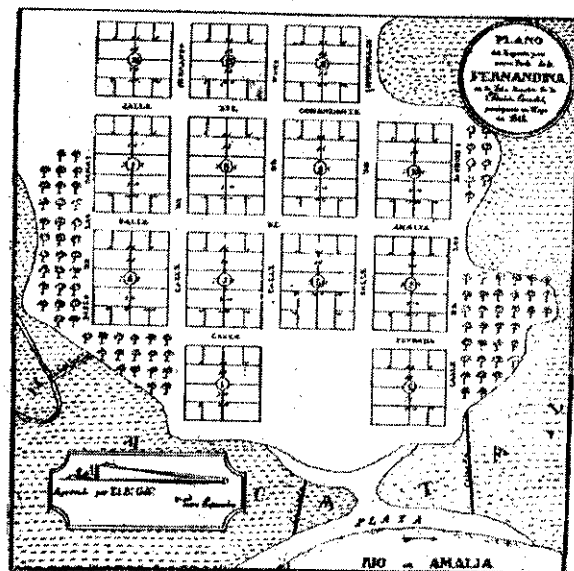
To the extent that the definition of net buildable density subtracts environmentally sensitive lands from a buildable area so that those lands do not count toward density, we support it wholeheartedly. But what the definition subtracts in environmentally sensitive lands, ***it adds in existing rights of ways*** – that is, the buildable land area is calculated using half the width of the street(s) on which it fronts.

"It gets so complicated that we couldn't calculate the effect on every single area where it might apply," admitted a PAB member who later discovered what he called "a loophole" in the net buildable density definition.

So we took it upon ourselves to calculate the effect of this definition on the Old Town Historic District. Our calculations are contained in **Exhibit 3**. Based on them, we find as follows:

1) Applying net buildable density to an area whose absolute physical dimensions are a matter of national and local historic preservation is a contradiction in terms.

You would therefore think the decision to exclude the Old Town Historic District from the net buildable density definition would be easy to make, for the ill-logic of applying it is clear as day. What city, after all, would erase the site of its historic founding, placing the density wishes of private investment above the broader interests of culture, history, tourism and the public good? Unfortunately things are not so simple, for behind these contradictory interests lies a conflict ongoing since the 1970s between powerful land-owners on the one hand, local citizens on the other, and City officials and staff caught in-between, blowing from one side to the other like sea oats in the wind.



It seems that these days we must debate issues of equality, quality of life and historic trust in legal terms. Therefore, as the rest of this document bears out, **the human conundrums posed by net buildable density find legal expression in policies 1.01.06 and 1.05.08 of the Future Land Use Element**, which state:

1.01.06 The City shall assure that specific density assigned to new development is compatible and consistent with established residential development patterns and provides equitable use of the land. ...

1.05.08 The FLUM shall depict the historic district as an overlay district. Areas delineated as being within the historic district shall be planned and managed using a regulatory framework designed to preserve the form, function, image, residential balance, and ambiance ...

2) Applying the net buildable density definition to Old Town creates inconsistency with the local land development codes (LDCs) cited in Exhibit 2 below:

Exhibit 2 KEY LAND DEVELOPMENT CODES - OLD TOWN HISTORIC DISTRICT

2.01.07 Old Town Historic District One (OT-1) The OT-1 District is intended to protect the unique historic features and uses in the single-family residential area of the Old Town Historic District. The OT-1 District is intended for the development and maintenance of single residential dwellings, along with their customary accessory uses on the same lot.

2.01.08 Old Town Historic District Two (OT-2) The OT-2 District is intended to protect the unique historic features and uses in the mixed-use area of the Old Town Historic District. The OT-2 District is intended for the development and maintenance of single-family residential dwellings, along with their customary accessory uses on the same lot. Limited neighborhood commercial may be permissible

Zoning District	Maximum Gross Density	Permissible Housing Types
OT-1	10.0	Single-family detached
OT-2	10.0	Single-family detached

4.02.07 Specific Requirements within the OT-1 and OT-2 Zoning Districts

- A. A peonia is a lot within the Old Town Historic District. The peonia lot is 46.5 feet by 93 feet or 4,324.5 square feet.
- B. Construction of a dwelling unit on a media (one-half (½) of a peonia) peonia shall require that such media peonia be joined with an abutting media peonia or peonia in order to comply with the maximum density established in Section 4.01.01. ...
- C. ...
 - 3. Building types
 - ... A primary building is defined as the principal unit of occupancy. While this usually refers to a private dwelling unit, it also applies to appropriate commercial buildings allowed in the OT-2 zoning district. ...
- D. The total lot coverage of all building elements on one (1) peonia shall not exceed forty-five (45) percent.
- E. No more than one (1) primary building shall be placed on one (1) peonia.

Excerpted from City of Fernandina Beach Land Development Code, Chapters 2 and 4. The full text of the LDCs may be viewed at <http://www.fernandinabeachfl.org/documents/communitydevelopment/LDC>

2) Continued --

Net buildable density controverts these ordinances by allowing more density than there are building lots. (*See the proofs in **Exhibit 3, Adding Rights of Way – Examples in the Old Town Historic District.***) This inconsistency between comp plan definition and LDCs encourages large-scale property owners to seek variances to the LDCs that will forever change the historic character and built pattern of the town.

Promoted by net buildable density, the variances may take several incompatible forms:

- Build more than one primary building on a peonia (4.02.07E "No more than one primary building shall be placed on one peonia.")
- Build a dwelling or commercial unit on a single media peonia (one-half a building lot) (4.02.07B "Construction of a dwelling unit on a media (one-half (½) of a peonia) peonia shall require that such media peonia be joined with an abutting media peonia or peonia");
- Cut nonhistoric interior roads into aggregate lands to fulfill parking requirements for higher densities, thereby detracting from the historic streets that define the grid, erasing historic lot lines that define the plat, and forever changing historic lot dimensions. (One developer already

seeks to extend a 24-ft-wide road begun in Block 16 all the way through..) Worse still, net buildable density encourages developers to attempt new ROWs to gain more density, effectively replatting the historic plan.

- Build a historically incompatible multi-family housing type such as a townhome, condo or duplex. (*"Most buildings in Old Town are simple in plan and maintain a hierarchy of principle structure and out buildings"*). Developers and planners have already begun the campaign to blur the rules of OT-2 zoning by suggesting that a live-work configuration take the form of a *condominium of two primary units* (within the same building) and uses, on the same lot-- instead of the single-unit, primary-accessory configuration allowed by code. (2.01.07 *"The OT-1 District is intended to protect the unique historic features and uses in the single-family residential area ..."* and "2.01.08 *The OT-2 District is intended for the development and maintenance of single-family residential dwellings ... Limited neighborhood commercial may be permissible"*). Net buildable density coupled with density bonuses will maximize the impact of this inappropriate use and building type, destroying the historic district fabric.
- Intrude into setbacks and maximum lot coverage to fulfill building and parking requirements. (4.02.07D *"The total lot coverage of all building elements on one (1) peonia shall not exceed forty-five (45) percent."*
- Disrupt the balance and harmony of open, landscaped versus built space that is essential to maintaining historic character. (4.02.07D *"The total lot coverage of all building elements on one (1) peonia shall not exceed forty-five (45) percent."*

3. Proponents who argue that net buildable density will have a negligible impact because of the 10:1 density limit ignore a standing example of the impact even one inconsistency can have. A two-unit townhome-styled dwelling in Old Town's Block 16, allowed by the City in 2004, is so blatantly anomalous to built patterns that it might be ruled a teardown if recent Growth Management-based lawsuits are any precedent. Again, to quote historic district guidelines, "Conventional development practices are anathema to Old Town" because of the district's small scale and fragility of the grid.

But net buildable density doesn't act alone. It is one in an arsenal of urban infill devices that include density transfers and credits that, while useful elsewhere in the City, will increase these inconsistencies by an order of magnitude. In so doing, the end of the historic district is assured.

Consider Policy 1.06.05(e) of the City's Future Land Use Element which provides "A density bonus of one bonus market rate unit for every affordable unit up to 10 units, or a maximum of 10 units for developments that are dedicated entirely to affordable housing ..." Coupled with net buildable density, 32 or more units in one Spanish block are

possible – that's 32 units per acre, over 3 times the 10 units per acre allowed today. (See calculations in Exhibit 3.)

You might ask, if each block has only 8 to 10 building lots under local ordinance meant for single-family homes, what will 32 units consist of?

The answer is in Policy 1.06.5a of the Future Land Use Element whose language – *"High Density Residential development allows single- and multi-family dwellings ..."* --opens **a Pandora's Box of townhome and condominium building types in a historic district whose character, built pattern and LDCs express with one accord a "slow" neighborhood of single-family (and single commercial) units not exceeding 8 to 10 units per acre.** Note again the conflict with local ordinances allowing only single-family units – indeed, throughout Old Town's history, the only multifamily precedent of any critical mass was its 19th Century bordellos along the *Calle de las Damas* (Street of the Ladies, or Ladies Street today)!

You might well wonder, how did these conflicting, historically incompatible policies come to pass? That is another chapter in the local tug-of-war for Old Town, in which new comprehensive plan amendments and LDCs were undertaken in 2005 by a former City planner who held initial workshops with Old Town property owners and assured them their protections would not change. In 2004, this planner championed a large-scale development in Old Town and purchased lots adjacent to it. In 2005, she advised the Planning Advisory Board to remove Old Town's protective historic district overlay, making it a "base zoning district." (See 1.05.08 **"The FLUM shall depict the historic district as an overlay district ..."**). Lulled by her assurances, this and much more slipped past the radar of property owners who would otherwise have contested policies such as 1.06.5a High Density Residential in the historic district. After establishing a CRA on the downtown waterfront, the planner leapt to the private sector where she represents CRA landowners – one of whom owns half of Old Town's lands. The historic district now faces an uphill battle to recover protective ground.

Coupled with its former planner's suspect and unethical practices, the City's implementation of net buildable density in Old Town may be seen as one in a continuum of policies that effectively redefine the historic district as an urban CRA landscape without public notice, participation or consensus. While property owners in 2004-5 workshops held by the former planner roundly endorsed the standing ordinances and opposed even the suggestion of a CRA, subsequent actions by the City not only ignored this consensus but took steps in the opposite direction.

4. To the extent that net buildable density vests a single media peonia with 0.93 units of density – which developers avowedly hope to push to 1 unit -- it is a giant stride in the destruction of equal vested property rights. Note in the **Exhibit 2** LDCs that *two* media peonias equal one peonia in terms of land area and density rights. Note too in **Exhibit 3, Adding Rights of Way**, that Old Town's historic land area fits almost

perfectly with the 8 to 10 units/acre allowed by local ordinances. Required by comprehensive plan not to exceed 10 units/acre, the 1998 2000 historic districting process painstakingly studied the established distribution of property and determined that each property owner would have the ability to build one single-family dwelling on his land so long as a building lot is defined as one peonia, or the aggregation of two media peonias.

Net buildable density turns this almost perfect plan on its ear. As Exhibit 3 shows, adding rights of way makes a corner media peonia more valuable per square foot than the peonia twice its size! Not only the equilibrium of vested rights, but also of taxation and market value, will be disrupted in the most unplanned of ways, while the cost of defending any legal claims brought against the City arising from this policy must be borne by the taxpayers.

Developers salivating to build on a single 46'.6" x 46'.6" media peonia include the former author of the *Old Town Preservation and Development Guidelines*, now a developer's agent. Despite a conflict of interest, planners on his advice argue that because the Spanish built houses on some of these half-lots, it would be "historically consistent" to build out the 1811 town plan with as many as 12 to 14 units/acre using media peonias as building lots. This argument fails to mention the Spanish government's primary land use for the full lots known as peonias -- agriculture -- to sustain the settlement as required by the Crown. It also fails to mention the built patten of almost 200 years (cited in the Preservation and Development Guidelines) in which density has hovered around 5:1. Thus, if absolutely historically consistent, the Old Town Historic District would not exceed 8 units/acre, and peonia lots would sprout food crops instead of single-family homes! . (3.13 Lot Divisions *The principle unit of lot division within the blocks is the 46'-6" x 93 rectangular block known in the Law of the Indies as the peonia. The size of this unit was originally related to cultivation practices of the time since all citizens were expected to grow their own food and contribute to public stores. The emphasis on productive landscape is still relevant today and preserving generous landscape space on each lot for personal use is important to the character of Old Town. OT Preservation and Development Guidelines)*

5. We further find that net buildable density in Old Town **will encourage property owners to aggregate lands to attain greater density.** These aggregate land developments, which invariably take the form of townhomes and condominiums, will perpetuate built patterns, density and intensity entirely incompatible and out of scale with historic district character. *The tendency to apply contemporary building practices geared towards larger scale developments is an anathema to the subtle characteristics of Old Town. as the preservation and development guidelines state. Another effect of large-scale, aggregate developments is the creation of nonhistoric interior roads and drives. While appropriate in subdivisions, these thoroughfares will devour the historic landscape and act as a defacto if not a*

literal replat of the 1811 grid. Some may take the form of private drives or easements while others may attempt new rights of way to gain more density – either way, **use of nonhistoric drives will forever change the pattern of the historic streets and the dimensions of the historic lots.** ("...The grid is the main historical feature of the town, and its preservation is of the utmost importance....")

6. Anyone strolling Old Town's intentionally unpaved streets with their absence of streetlights, sidewalks or storm drains – streets that kick up a cloud like a Kansas dust bowl when even a single car passes by – would be aghast at the vision of 10 units per acre, let alone the numbers being proposed. Required to maintain pervious roads for lack of retention ponds, with non-gravity-fed sewers that balk even at today's density of 4:1, there is nothing "urban" about Old Town. ("Asphalt and other non-porous materials are prohibited for all road surfaces within the historic district including private drive ways and parking surfaces.No side walks or surfacing of the right of way is allowed.") **The net buildable density definition is not only out of character with but cannot be implemented in this purposeful rural-styled infrastructure without risk to public health, safety and welfare.**

7. In 2000 the City designated the Old Town historic district and vested it with guidelines, ordinances and a protective overlay to guide its development. Based on the mere speculation that this plan will not realize the full development of Old Town lands – and the speculation that these lands can sustain far more than intended – net buildable density and its associated policies redefine this plan. While the City now believes it can redevelop Old Town rather than preserve it, this is internally inconsistent with other comprehensive plan considerations such as open space, light and air, reduced density, reduced traffic, and especially, the preservation of historic features and resources.

For all the foregoing reasons, net buildable density applied to Old Town is inappropriate and inconsistent with other local and comprehensive plan policies.

Again, it bears repeating: :

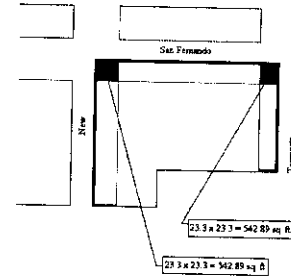
1.01.06 The City shall assure that specific density assigned to new development is compatible and consistent with established residential development patterns and provides equitable use of the land. ...

1.05.08 The FLUM shall depict the historic district as an overlay district. Areas delineated as being within the historic district shall be planned and managed using a regulatory framework designed to preserve the form, function, image, residential balance, and ambiance ...

EXHIBIT 3 ADDING RIGHTS OF WAY – EXAMPLES IN THE OLD TOWN HISTORIC DISTRICT

BASIS OF CALCULATIONS:

1. The historic media peonia (half-lot) measures 46 ft. 6 in. x 46 ft. 6 in. (46.5 x 46.5 in decimal) or 2,162.25 sqf. By ordinance, two media peonias may be aggregated to form a building lot of 4,324.5 sqf.
2. The historic peonia lot is 46 ft. 6 in. (46.5 in decimal) x 93 ft or 4,325.5 sqf. The primary Spanish land use of the lot was agriculture. Today, a peonia is a building lot on which one primary building may be placed.
3. In most cases there are two types of Spanish block, one of 8 medias and 6 peonias, measuring very nearly 1 acre (43,245 sqf or .992 acre); the other of 8 medias and 4 peonias measuring nearly .8 of an acre (34,600 sqf or .794 acre.)
4. The historic Spanish right of way (ROW) is 46 ft. 6 in (46.5 in decimal) and all lots in the historic plat have frontage on it. Half of this ROW is 23 ft. 3 in. (23.25 in decimal). Thus, the typical ROW area per lot that may be added for net buildable density is 1,081.125 sqf.
5. The historic Spanish block has four corner lots. For the purposes of net buildable density, the City allows 2 ROWs to be calculated for lots abutting two streets. In addition, as the figure opposite shows, each corner lot may add a 23.3' by 23.3' land area of 540.56 sq. (half the ROW of the corner itself). Thus, the typical ROW area that may be added for a corner lot is 2,726.06 sqf.



6. Allowable Density: 10 units/acre or 1 unit/per 4,356 sqf

	Net buildable area	Actual historic area
1 media in mid-block	3,243.375 sqf.	2,162.25
2 medias in mid-block	6,486.75	4,324.5 sqf. or .99 acre
LDC)	1.489 unit of density	.99 unit of density (1 unit under
1 corner + 1 mid-block media	8,131.68 sqf	4,324.5 sqf. or .99 acre
	1.737 unit of density	.99 unit of density (1 unit under LDC)
1 peonia	5,05.75 sqf	4,324.5 sqf. or .99 acre
	1.24 unit of density	.99 unit of density (1 unit under LDC)

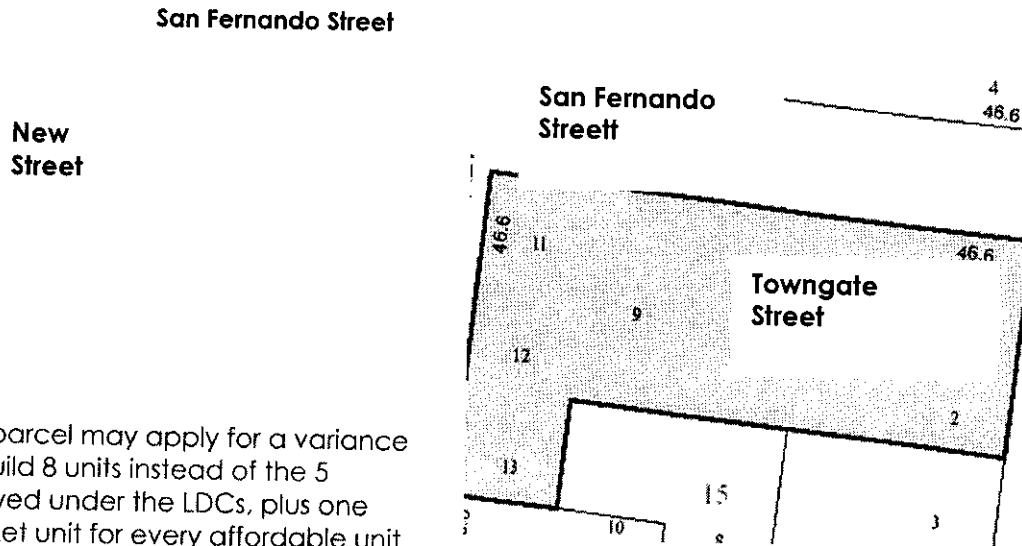
In one sense, net buildable density has no impact where single lots are concerned – in fact, it appears to help single building lots achieve their full .10-acre size (although no such help is needed because of the land development code). But as you can see, it is *already creating discrepancies in the vested densities among formerly equal building lots – inequities that increase dramatically as property accrues.* **Most Old Town Historic District properties consist of multiple, contiguous lots.** What happens when net buildable density is applied to these?

EXHIBIT 3 ADDING RIGHTS OF WAY, continued

EXAMPLE 1 – The Borns-Machado parcel in the residential OT-1 zoning area consisting of 5 media peonias and 3 peonias with frontage on three ROWs:

Net buildable density
35,677.12 sqf
8.19 units of density

Actual historic area
23,784.75 sqf
5.46 units of density



This parcel may apply for a variance to build 8 units instead of the 5 allowed under the LDCs, plus one market unit for every affordable unit for **a maximum of 16 units of density**.

The only way to achieve this density on 5 buildable lots is to (a) introduce a multifamily housing type at odds with historic district character; or (b) to sanction the use of a media peonia to constitute a building lot. –unfair to peonia owners whose lots were formerly equal to two medias, and to other media peonia owners who may not have sufficient net buildable density to use in kind. Moreover, the requirement to furnish off-street parking for each extra unit subtracts from landscape and connecting elements that are essential to preserving the historic character of the town.

1.01.06 *The City shall assure that specific density assigned to new development is compatible and consistent with established residential development patterns and provides equitable use of the land. ...*

EXAMPLE 2 – "The Triangle" parcel in the OT-2 zoning area allowing limited commercial uses became anomalous to the grid with the 20th Century construction of North 14th St, a City ROW. Thus, lots 2, 3, 1 and 8 deviate from the historic lot sizes and must be aggregated with 4, 5 and 6 to be buildable under district codes. These oddball lots, former Murphy Act lands, became controversial when the City declined to purchase them for a pittance for a much-needed retention pond or historic district entrance. Although unbuildable, speculators bought and held them in hopes of an opportunity such as this --

Lots 2 + 3
Net buildable density
Approx. 7,949,92 sqf
1.82 units of density

Actual Historic Area
3,484.8 sqf
0.8 units of density

Note that lot 2 can add $\frac{1}{2}$ of a nonhistoric 60-ft ROW due to its frontage on 14th Street abutting the historic district. **This is yet another fallacy of net buildable density, allowing historic boundaries and lot dimensions to be blurred with nonhistoric lands.**

Lots 1 + 8, separated by 4, 5 and 6, might not satisfy buildable area requirements as single lots. However, by combining properties with other owners, the entire Triangle – which ordinances would allow at most 3 units – may now have:

	Net buildable density	Absolute density
All lots	Approx. 32,290.92 sqf	16,491.66 sqf
	Approx. 7.41 units of density	3.78 units of density

In this case, net buildable density escalates nonconformity in the historic district. With matching affordable housing bonuses, it allows up to 14 units on what LDCs designate as 2 (or with a variance, 3) buildable lots allowed one unit each.

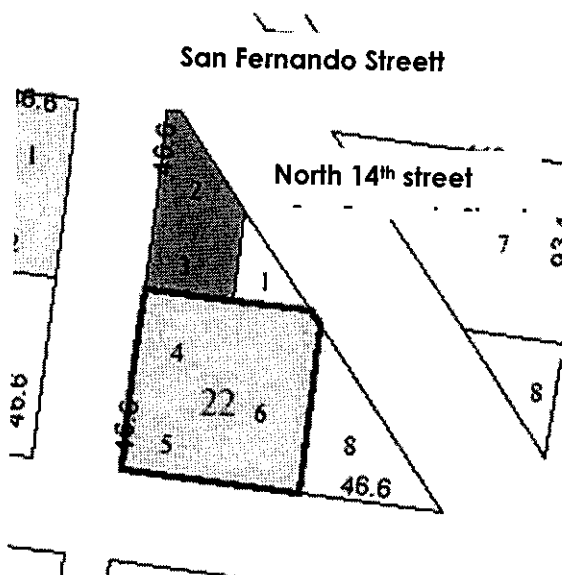


EXHIBIT 3 Adding Rights of Way, Continued

EXAMPLE 3 – The Peonias LLC properties encompassing all of Block 23 and half of Block 16 represent the preservation challenges that the historic district will increasingly face. In 2004, this group presented a 'blue sky' plan of **18 buildings and 38 parking spaces on its 12 building lots** for conceptual review. Supported by the City planner, it further sought (and received) permission to rezone not only Block 23 from residential OT-1 to OT-2, but also, despite

public opposition, half of residential Block 16, allowing **disparate land uses without a transitional buffer**. Disturbingly, the developer's agent, the same U. of Florida professor who authored Old Town's preservation and development guidelines, continued to be consulted by the City on matters of interpretation despite a conflict of interest. Although the development has yet to pull its first permit, it continues to seek aberrant entitlements that may serve the 'packaging' of the property for sale.

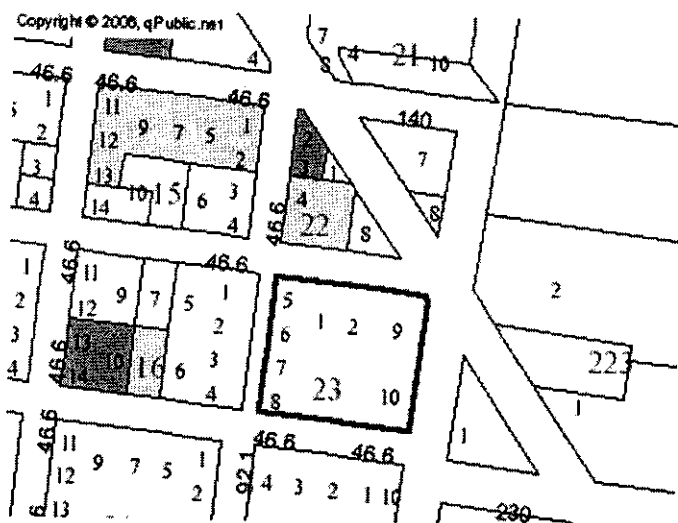
In light of the City's involvement with Peonias LLC through its former planner, it is of questionable coincidence that net buildable density when applied in this case allows 19 units on 12 residential-commercial building lots – slightly more than the number sought in 2004. With matching affordable units, 29 to 30 units with their associated parking needs may be wrung from 12 lots. Equally disturbing is the spectre of Peonias LLC aggregating its lands with those of the former City Planner (Lots 13, 14 & 10) and others in Block 16 to seek further density increases and commercial rezoning of the entire residential block.

EXAMPLE 3 – The Peonias LLC properties. Continued

Net buildable density
45,988.22 sqf
19.74 units of density

Absolute density
51,894 sqf
11.91 units of density

In this case, net buildable density enables a development whose density, astronomic parking needs and extensive use of interior roads (detracting from the historic grid) pose inconsistencies with the historic 'rural' or green character of Old Town on a major scale. Such a large inconsistency, if allowed, will set precedents for other aggregate land developers, leaving the fate of the historic district to be decided in court.



NA 238

Mattick, Barbara

From: patriciaborns@bellsouth.net
Sent: Wednesday, October 25, 2006 6:04 PM
To: Mattick, Barbara
Subject: Re: RE: Old Town Fernandina

Dear Barbara,

I am overwhelmed by your letter. It is beyond all expectations and means a great deal.. Your suggestion of the signature is a very good idea but our fax is on the blink -- tomorrow I'll call you with our local Staples # so it can be sent there.

You may be interested to know that resident property owners in Old Town are working on the formation of a non-profit friends group to take on projects that enhance the historic district. Looking into the designation of Old Town as a National Historic Landmark would fit perfectly with our goals.

Again, thank you so very much,

Patricia

Patricia Borns
314 New Street
Fernandina Beach, FL 32034
(904) 491-5048
patriciaborns@bellsouth.net

>
> From: "Mattick, Barbara" <BMattick@dos.state.fl.us>
> Date: 2006/10/25 Wed PM 05:08:04 EDT
> To: <patriciaborns@bellsouth.net>
> Subject: RE: Old Town Fernandina
>
> Dear Ms. Borns,
>
> Attached is a letter concerning the significance of the Old Town
> Fernandina Site. I can fax a copy to you if you would like a
> signature. Please let me know if you have any questions. I have
> copied Catherine Harley, the CLG representative.
>
> Barbara Mattick
>
> -----Original Message-----
> From: patriciaborns@bellsouth.net [mailto:patriciaborns@bellsouth.net]
> Sent: Friday, October 20, 2006 11:57 AM
> To: Mattick, Barbara
> Subject: Old Town Fernandina
>
>
>
> > From: <patriciaborns@bellsouth.net>
> > Date: 2006/10/20 Fri PM 12:54:26 EDT
> > To: <bMattick@bod.state.fl.us>
> > Subject: Old Town Fernandina
> >
> > Dear Barbara,
> >
> > Especially from someone as understaffed as Dr. Hunt said you were, I
> > appreciate the generous time you gave this morning to Old Town.
> >
> > The attached Word file (if my system can handle sending it to you)
> > is
> > a 'tome' very much in progress, discussing the downsides of net

> buildable density for our historic district. The DCA will be reviewing
> this some time after October 28th. Any comments would be appreciated,
> and you mustn't worry about mincing words for diplomacy's sake -- I'm
> a writer and take criticism from my editors all the time!
>

```
> > The Powerpoint file (likewise, if the system will send it) contains
> pictures of new and rehabilitated properties in Old Town based on the
> original historic district plan. Separately I'll forward Marshall
> McCrary's e-mails about net buildable density. You may find
> interesting the Old Town Preservation and Development Guidelines -- I
> sent an fyi package to Laura Krammerer some time ago, if she can lay
> her hands on it.
```

> > Again, Barbara, thank you. I'll look forward to hearing what you
> > find,

> > Patricia

```
> > Patricia Borns
> > 314 New Street
> > Fernandina Beach, FL 32034
> > (904) 391-5048
> > patriciaborns@bellsouth.net
```

10/20/06

don't mention
her name

Call Patricia Borne - re Fernandina Bch H.D.
904-491-5048 Roy Hunt referred her to me
Old Town H.D. in Fernandina Beach
trying to protect it as much as can
Is there anything we can do in representative capacity
to help them further attack to
character of the district

In face of greater development
Platted 1811 - last sp. town plan of colonial period
original layout of town, plaza + fort
City Commission study for present guidelines
^{since +} Coplan streets - guidelines since 2000 + ordinance
land values way up
redevelopment of existing houses
but now good half owned by 1 owner
Want to stem the tide of high density houses
22 blocks

NK → city interested in working out land development
plan for it, urban mixed use
Not buildable density

Looking for -

Dpt. of Community Affairs will review NK
will DCA contact us?? plan - conf Mike McDaniels NE region
Susan Dex - is the person

Has spoken to Laura Kammerer

Confine Local Government

Workshop in Old Town - LK recommends workshop ??

Form consultative on workers for developer !!
(UF grad)

conflict of interest

Will email
me a piece on
net buildable
density - her
perspective
spoke from
Catharina +
Marshall's

her comments
to DCA

Catharina
seems open to
workshop -
John Altman

Catharina
Hestley in
the club contact
just kind of
Confidential

Deadline
is 10/28
for committee

this
Saturday

NR3F

Mattick, Barbara

From: patriciaborns@bellsouth.net
Sent: Friday, October 20, 2006 12:46 PM
To: Mattick, Barbara
Subject: Marshall McCrary correspondence

Barbara,

Fyi, the 'net net' of my e-mails and phone conversations with Marshall is that net buildable does increase the base density for individual properties and therefore Old Town as a whole. (Today we have 10:1, in my block with net buildable we could have 16+:1, with affordable housing bonuses 32+:1.) Marshall and Catherine think varainces would/should be granted to fulfill these densities by building on the single media peonia (currently it must be combined).. They agree that multifamily buildings would be permissable in the OT-2 area of Old Town, and that a live-work building in this area can take the form of a condo. ("It's just a legal form of ownership.")

All the best,

Patricia

> > From: "Marshall, David McCrary" <dmccrary@fbfl.org>
> > Date: 2006/10/16 Mon PM 02:47:39 EDT
> > To: <patriciaborns@bellsouth.net>
> > Subject: re: density bonuses
> >
> > Whoa, that's getting mighty high there!
> > First of all, you don't get to add on top of your available density.
> > You have eight - that is it. If you make all eight affordable, at best you gain eight additional market > > rate units. The most you could get outof this incentive bonus is a total of 16 units.
> >
> > The way that bonus works is to say that for every affordable unit
> > you provide, you earn ONE market rate unit. BUT, you have a maximum
> > of ten
> > (10) bonus units. Even if you develop 50 affordable units, your bonus
> > could only amount to ten (10) units.
> >
> > Let's use your property as an example. If you were able to build all
> > 8 of your units on your property, and all 8 of them were affordable
> > units, you would receive a bonus of 8 market rate units. If you
> > provided 4 affordable units, your bonus would be 4 market rate
> > units.
> >
> > The bonus units are to be developed on the same site. The City does
> > not have any formal provision for density transfers. And, even if
> > the City creates a transfer program, it would have very specific
> > parameters for how it can be utilized. Because we WANT affordable
> > housing to be integrated with market rate housing, a transfer
> > program would likely be considered inappropriate as an incentive for
> > affordable housing.
> >
> > Again, the main points:
> > - there is a 1:1 ratio of bonus units to affordable units - your
> > base density establishes the maximum number of units you can
> > provide, with up to 10 additional bonus units for affordability
> > - there is a maximum of ten (10) bonus units, regardless of project
> > size
> > - there is no provision for transferring bonus units from one site to
> > another.

> >
 > > Now, the various incentives which could be developed for affordable
 > > housing MIGHT include a dollar amount in lieu of constructing an
 > > actual unit. If/when such is proposed, it will be a part of an
 > > incentive package which the PAB and City Commission would have to
 > > consider and adopt. The "in lieu" notion would require an initiative
 > > on the part of the City to become a funding source for certain
 > > affordable projects - this might be in the form of land
 > > purchasing/holding, a grant program, or actual City coordinated
 > > construction. It would NOT be a tool for utilizing the currently
 > > available density bonus discussed above, i.e., the current program
 > > requires actual construction of units.

> >
 > > Hope this makes some sense! (It is Monday after all!!!)
 > >

> >
 > > Marshall McCrary, Senior Planner
 > > City of Fernandina Beach
 > > 204 Ash Street
 > > Fernandina Beach, FL 32034
 > > (904) 277-7325
 > > (904) 277-7324 (FAX)
 > >

> >
 > > -----Original Message-----
 > > From: patriciaborns@bellsouth.net
 > > [mailto:patriciaborns@bellsouth.net]
 > > Sent: Monday, October 16, 2006 12:10 PM
 > > To: Marshall, David McCrary
 > > Subject: Math re: density bonuses
 > >

> >
 > > Marshall, does this mean I can have the 8 units allowed by net
 > > buildable density, plus as many as 10 affordable units, plus a
 > > credit of 10 market units for a total of 28 units? If I build 10
 > > affordable units on my land, can I sell my market units to another
 > > development, or otherwise transfer them? Which brings up density
 > > transfers ... what is our policy on that? Taking everything into
 > > account, what is the maximum I could have?
 > >

> > You mentioned that the City is working on an alternative allowing
 > > developers to pay a kind of affordable housing credit into a City
 > > fund for this purpose, allowing the developer to build market-rate
 > > units at higher density. In this case, could I 'purchase' the right
 > > to build 28 market-rate units on our lots? In blue sky terms, would
 > > something like this cost less than a million, more than a million
 > > ...? No rush.
 > >

> >
 > >
 > >
 > > >
 > > > From: "Marshall, David McCrary" <dmccrary@fbfl.org>
 > > > Date: 2006/10/16 Mon AM 11:19:32 EDT
 > > > To: <patriciaborns@bellsouth.net>
 > > > Subject: RE: RE: Math
 > > >

> > > Yes, she's absolutely correct in that statement. Please notice I
 > > > did not correct that either!! You're right, though, the numbers
 > > > won't be affected much. But, 23' 3" should be 23.25' / 46'6"
 > > > should be 46.5'.
 > > >

> > > Marshall McCrary, Senior Planner
 > > > City of Fernandina Beach
 > > > 204 Ash Street
 > > > Fernandina Beach, FL 32034
 > > > (904) 277-7325
 > > > (904) 277-7324 (FAX)

> > >
 > > >
 > > > -----Original Message-----
 > > > From: patriciabornsbellsouth.net
 > > > [mailto:patriciabornsbellsouth.net]
 > > >
 > > > Sent: Monday, October 16, 2006 10:51 AM
 > > > To: Marshall, David McCrary
 > > > Subject: Re: RE: Math
 > > >
 > > >
 > > > Hi Marshall,
 > > >
 > > > I was just trying to call you about this. Thanks so much for the
 > > > review. I did want to tell you that my neighbors the Harrisons
 > > > (Jennifer is a former college math professor) noted that I should
 > > > be multiplying the decimal number (e.g., 46.5), not the
 > > > feet/inches number (e.g., 46 ft 6
 > > > in.) in these calculations. So I will run everything again including the new data
 > > > you've provided. > > > Feel free to excuse yourself from this exercise as the difference
 > > > likely won't
 > > > change the overall effect.
 > > >
 > > > By the way, did you find out if we have those density bonuses in
 > > > the comp plan (10 market units per one affordable unit), or is
 > > > that still in the planning stage?
 > > >
 > > > All the best,
 > > >
 > > > Patricia
 > > > >
 > > > > From: "Marshall, David McCrary" <dmccrary@fbfl.org>
 > > > > Date: 2006/10/16 Mon AM 10:37:29 EDT
 > > > > To: <patriciabornsbellsouth.net>
 > > > > CC: "Catherine Hartley" <chartley@fbfl.org>
 > > > > Subject: RE: Math
 > > > >
 > > > > Patricia -
 > > > > Well, I've gone through your math, and, believe it or not, all
 > > > > looks perfectly accurate!! Good job recalling those geometry
 > > > > lessons!
 > > > >
 > > > > Now, I do have one point to make. When calculating the adjoining
 > > > > right-of-way for inclusion in your "net buildable area", you may
 > > > > also include the land area in the right-of-way "corners". In
 > > > > your case, because your property abuts two corners, you have two
 > > > > additionalland areas to add to your calculations. (The attached
 > > > > drawing can
 > > > > hopefully illustrate this.) These areas are each 23.3' by 23.3'
 > > > > (or 542.89 sq.
 > > > > feet), giving you a total of $542.89 + 542.89 = 1085.78$
 > > > > additional
 > > > > square feet. Therefore, your net buildable area given inclusion of
 > > > > the
 > > > > right-of-way is $34,744.96 + 1,085.78 = 35,830.74$ square feet.
 > > > > This addition definitely brings you to eight (8) dwelling units
 > > > > ($35830.74 / 4356 = 8.22$).
 > > > >
 > > > > Now, as we discussed, this is the base density a property such
 > > > > as
 > > > > yours might be entitled to. It is still subject to zoning district
 > > > > and
 > > > > historic district requirements which may make it impossible to
 > > > > achieve that maximum density (for example, the current requirement
 > > > > to combine media lots for a dwelling unit). Variances may be sought
 > > > > which might relieve certain development requirements but at no time
 > > > > can a variance be granted (or even considered) which would violate a

> > property's
> > > density allowance.
> > >
> > > I hope this information is helpful,
> > > Marshall
> > >
> > >
> > > Marshall McCrary, Senior Planner
> > > City of Fernandina Beach
> > > 204 Ash Street
> > > Fernandina Beach, FL 32034
> > > (904) 277-7325
> > > (904) 277-7324 (FAX)
> > >
> > > -----Original Message-----
> > > From: patriciaborns@bellsouth.net
> > [mailto:patriciaborns@bellsouth.net]
> > >
> > > Sent: Friday, October 13, 2006 12:10 PM
> > > To: Marshall, David McCrary
> > > Subject: Math
> > >
> > > Hi Marshall,
> > >
> > > Thanks so much for taking time with my net buildable density
> > > questions today. Here if you would like to double-check it are
> > > my
> > calculations, with a footnote to Ron who actually ran them. Let me
> > know your results
> > > ...
> > >
> > > All the best,
> > >
> > > Patricia
> > >
> > > Patricia Borns
> > > 491 5048
> > > patriciaborns@bellsouth.net
> > >
> > >
> > >
> > > BASIS OF CALCULATIONS:
> > > 1. The historic media peonia (half-lot) measures 46.6 x 46.6 or
> > > 2,171.56 sqf. By ordinance, two media peonias may be aggregated
> > > to form a building lot of 93.2 x 46.6 or 4,343.12 sqf on which
> > > one primary building may be placed. 2. The historic peonia lot
> > > is 46.6 x 93 ft or 4,333.8 sqf. The primary Spanish land use of
> > > the lot was agriculture. Today, a peonia is a building lot on
> > > which one primary building may be placed. 3. In most cases there
> > > are two types of Spanish block, one
> > containing 8 medias and 6 peonias, measuring very nearly 1 acre
> > (43,375.28
> > > .sqf or 995 acre); the other containing 8 medias and 4 peonias
> > > measuring
> > > nearly 8 of an acre (34,707.68 sqf or .796 acre.)
> > > 4. The historic Spanish right of way (ROW) is 46.6 ft. and all
> > > lots
> > in the historic plat have frontage on it. Half of this ROW is 23.3
> > ft.
> > > Thus, the typical ROW area per lot that may be added for net
> > buildable density is 1,085.78 sqf.
> > > 4. The historic Spanish block has four corner lots. For the
> > purposes of net buildable density, the City allows 2 ROWs to be calculated
> > for lots abutting two streets. Thus, the typical ROW area per corner lot
> > is 2,171.56 sqf.
> > > 5. Allowable Density: 10 units/acre or 1 unit/per 4,356 sqf Our
> > > parcel consists of 5 media peonias and 3 peonias with frontage

> > > on three ROWs, San Fernando, New and Towngate Streets: To get
 > > > these numbers, I multiplied the sqf of the land area, and added
 > > > to that (1/2 the ROW or 23.3) x 10, the total divided by 4,356
 > > > sqf
 > > >
 > > > Net buildable density Absolute density
 > > > 34,744.96 23,887.16
 > > > 7.98 units of density 5.48 units of density
 > > >
 > > > As you say, the 7.98 units is so close, there is surely
 > > > something in
 > > > the survey that would give us 8!
 >

Mattick, Barbara

From: patriciaborns@bellsouth.net
Sent: Friday, October 20, 2006 11:57 AM
To: Mattick, Barbara
Subject: Old Town Fernandina



Comp plan
endment request fc



forward (64 B)

>
> From: <patriciaborns@bellsouth.net>
> Date: 2006/10/20 Fri PM 12:54:26 EDT
> To: <bmattick@bod.state.fl.us>
> Subject: Old Town Fernandina
>
> Dear Barbara,
>
> Especially from someone as understaffed as Dr. Hunt said you were, I
> appreciate the generous time you gave this morning to Old Town.
>
> The attached Word file (if my system can handle sending it to you) is
> a 'tome' very much in progress, discussing the downsides of net buildable density for
our historic district. The DCA will be reviewing this some time after October 28th. Any
comments would be appreciated, and you mustn't worry about mincing words for diplomacy's
sake -- I'm a writer and take criticism from my editors all the time!
>
> The Powerpoint file (likewise, if the system will send it) contains
> pictures of new and rehabilitated properties in Old Town based on the
> original historic district plan. Separately I'll forward Marshall
> McCrary's e-mails about net buildable density. You may find
> interesting the Old Town Preservation and Development Guidelines -- I
> sent an fyi package to Laura Krammerer some time ago, if she can lay
> her hands on it.
>
> Again, Barbara, thank you. I'll look forward to hearing what you find,
>
> Patricia
>
>
> Patricia Borns
> 314 New Street
> Fernandina Beach, FL 32034
> (904) 391-5048
> patriciaborns@bellsouth.net
>
>
>
>
>



FLORIDA DEPARTMENT OF STATE

Sue M. Cobb

Secretary of State

DIVISION OF HISTORICAL RESOURCES

BUREAU OF HISTORIC PRESERVATION

FACSIMILE TRANSMITTAL SHEET

TO FAX NUMBER: 6-1-904-321-1835

NAME: Patricia Borns

COMPANY: _____

SENDER: Barbara Mattick

DATE: 10-26-06

NUMBER OF PAGES (INCLUDING TRANSMITTAL SHEET): 3

FAXED FROM: (850) 245-6437

COMMENTS:

Letter re Old Town Fernandina

500 S. Bronough Street • Tallahassee, FL 32399-0250 • <http://www.flheritage.com>

☐ Director's Office
(850) 245-6300 • FAX: 245-6436

☐ Archaeological Research
(850) 245-6444 • FAX: 245-6436

☐ Historic Preservation
(850) 245-6333 • FAX: 245-6437

☐ Historical Museums
(850) 245-6400 • FAX: 245-6433

☐ Southeast Regional Office
(954) 467-4990 • FAX: 467-4991

☐ Northeast Regional Office
(904) 825-5045 • FAX: 825-5044

☐ Central Florida Regional Office
(813) 272-3843 • FAX: 272-2340



FLORIDA DEPARTMENT OF STATE

Sue M. Cobb

Secretary of State

DIVISION OF HISTORICAL RESOURCES

Ms. Patricia Borns
314 New Street
Fernandina Beach, Florida 32034

October 25, 2006

Dear Ms. Borns:

The Original Town of Fernandina Historic Site (also known as Old Town Fernandina Historic Site) was listed in the National Register of Historic Places on January 29, 1990. The site is listed for its national significance because of its historic association with the Spanish conquest and settlement in the Western Hemisphere. The last town founded by Spain in North America (in 1811), it represents some of the last efforts of Spain to retain its North American colonial holdings in the waning years of the Spanish Empire. No other site is as closely associated with the power struggle that ultimately led to the United States' acquisition of Florida in 1821. The plan for Fernandina conformed to all the other towns Spain founded in North America.

Old Town Fernandina retains its original configuration and sense of place to a very high degree. One of the most striking aspects of the site is the distinctive Spanish grid, defined by the streets and resulting lot layout. According to the National Register nomination, "To a far greater degree than any other colonial power, the Spanish followed a system of land settlement and town planning formalized in written rules and regulations. Old Town Fernandina embodies significant features of Spanish towns through its gridiron layout, its orientation, its central plaza, and the regularity of its streets, blocks, and lots" (National Register nomination, Section 8, page 5).

The site also has an unusually high potential to yield information about the colonial town because of its relatively undisturbed character. Excavations have yielded information about Fort San Carlos, which was located on the town plaza. Other parts of the town have visible surface features and artifacts scatters. Although the site has been used by the residents of Fernandina continuously, it appears that there have never been more than about forty buildings there. Archaeological evidence suggests that the houses in the past, as now, rested on piers, which has resulted in very little impact on the ground. This lack of disturbance provides an unusual opportunity to locate other remains from the colonial period, including the city gate, blockhouses, and other features such as wells, trash pits, privies, fences, and refuse deposits. Such archaeological remains have the potential to reveal what life was like in Fernandina to a degree that is unapproachable from the known documentary record.

500 S. Bronough Street • Tallahassee, FL 32399-0250 • <http://www.flheritage.com>

☐ Director's Office
(850) 245-6300 • FAX: 245-6436

☐ Archaeological Research
(850) 245-6444 • FAX: 245-6436

☐ Historic Preservation
(850) 245-6333 • FAX: 245-6437

☐ Historical Museums
(850) 245-6400 • FAX: 245-6433

☐ Southeast Regional Office
(954) 467-4990 • FAX: 467-4991

☐ Northeast Regional Office
(904) 825-5045 • FAX: 825-5044

☐ Central Florida Regional Office
(813) 272-3843 • FAX: 272-2340

Ms. Patricia Borns
October 25, 2007
Page Two

Old Town Fernandina has great national significance historically and archaeologically, as recognized by its National Register listing. It may even be eligible for designation as a National Historic Landmark, the highest distinction a historic place in the United States can attain. National Historic Landmarks are "cultural properties designated by the Secretary of the Interior as being nationally significant. Acknowledged as among the nation's most significant historic places, [they] possess exceptional value or quality in illustrating or interpreting the heritage of the United States."

Designation of National Historic Landmarks requires that the resource retain a very high level of integrity, which is defined as "the ability of a property to convey its historical associations or attributes." The level of integrity is determined by evaluating seven characteristics. See the enclosed excerpt for a full discussion on each of these aspects (National Register Bulletin: How to Prepare National Historic Landmark Nominations, pp. 36-37). In its present configuration and condition, Old Town Fernandina appears to meet all pertinent aspects to a very high degree: Location, Setting, Design, Feeling, and Association (as a town plan, Materials and Workmanship would not apply). Of particular importance in evaluating the integrity of Old Town Fernandina, is the aspect of Setting, which is defined as:

. . . the physical environment of a historic property. It refers to the historic character of the place in which the property played its historical role. It involves how, not just where, the property is situated and its historical relationship to surrounding features and open space. The physical features . . . include such elements as topographic features, vegetation, simple manmade paths or fences and the relationships between buildings and other features or open spaces.

Because of its historical significance in American colonial history, the great potential for archaeological investigations to yield important information, and its extremely high degree of visual integrity that is particularly reflected by the open, low density of the buildings currently on the site, the Old Town Fernandina Historic Site appears to be a good candidate for designation as a National Historic Landmark.

If we can be of further assistance, please do not hesitate to call.

Sincerely,



Barbara E. Mattick, Chief
Bureau of Historic Preservation and
Deputy State Historic Preservation Officer

cc: Ms. Catherine Hartley, City of Fernandina Beach
Enclosure



NA-238

FLORIDA DEPARTMENT OF STATE

Jim Smith
Secretary of State

DIVISION OF HISTORICAL RESOURCES

R.A. Gray Building
Tallahassee, Florida 32399-0250
(904) 488-1480

December 12, 1989

Ms. Carol D. Shull, Chief of Registration
National Register of Historic Places
Department of the Interior, NPS
P.O. Box 37127
Washington D.C. 20013-7127

Dear Ms. Shull:

Enclosed are the completed National Register Nomination forms and supporting documentation for the following property:

Old Town Fernandina Historic Site, the city of Fernandina Beach, Nassau County.

Please do not hesitate to contact us at (904) 487-2333 if you have any questions or require any additional information.

Sincerely,

George W. Percy
State Historic
Preservation Officer

GWP:wcs

Enclosures

COMMENT SHEET

FROM: John J. Knoeri
DATE: 2/2/87
PROPERTY: Original Town of Fernandia Historic Site

Summary Comments

The format of my comments follows the attached "CHECKLIST FOR USING GUIDELINE 19." The number on the left margin corresponds to the items on this checklist.

The nomination is being returned for the problems identified under items: 1.3, 1.5, 2.4, 2.6, and 4.0.

There are also some minor problems that were identified under item: 1.2, 3.2, and 5.3.

1.0 DESCRIPTION:

1.1 Is the environmental setting described and related to the property or district?

(cross-check with Topo and sketch maps and photographs)

Review: Ok.

1.2 Is the probable occupation or construction dates identified for all components of the property or district?

(if property can not be dated, the text should so state)
(cross-check with sketch maps and photographs)

Review: Please estimate the occupation dates for each of the site's prehistoric components.

1.3 Are all major or significant features identified and described?

(cross-check with Topo and sketch maps and photographs)
(cross-check with checked areas of significance)
(cross-check with checked periods of significance)

Review: Drawing upon the data recovered from the 1950 and 1963 excavations and historic archeological research undertaken from other Spanish colonial settlements (St. Augustine perhaps) describe the intrasite spatial distribution of the site's historic and prehistoric features and artifacts. A sketch map supporting this description must be included in the nomination.

1.4 Are all secondary features that contribute or detract from the property's or district's integrity identified and described?

(cross-check with Topo and sketch maps and photographs)

Review: OK.

1.5 Are the major types of alterations and disturbances identified and evaluated for their impact upon the property's or district's integrity?

(cross-check with sketch maps and photographs)

Review: The text should identify those natural or man-made actions that have altered or disturbed the site's features and artifacts. Are these impacts severe enough to destroy the site's association with the important events? And have these impacts removed or severely altered the data that would be used to address the important research questions identified for the site?

1.6 Are all contributing and non-contributing properties in the district identified and counted?

(cross-check with topo and sketch maps and photographs)

Review: Not Applicable.

1.7 Is the character of the district identified?

Review: Not Applicable.

1.8 Does this character provide a basis for grouping properties into a district?

Review: Not Applicable.

2.0 SIGNIFICANCE

2.1 Are the following items indicated in the statement of significance:

- * the applicable criteria
- * the period(s) of significance
- * the area(s) of significance

Review: OK.

2.2 Have the following property exceptions been identified and justified where applicable:

- * cemetery
- * birthplace
- * grave of an historic person
- * religious property
- * moved property
- * reconstructed property
- * commemorative property
- * less than 50 years old property

Review: Not Applicable.

2.3 For properties meeting criterion A:

Review: OK.

2.4 For properties meeting criterion B:

Review: I would not try to argue that this site is associated with individuals significant in the past. Those individuals would not only have to be evaluated for their distinctive contribution in the appropriate areas of significance but in addition, the nomination would have to document that this site provides a stronger association with these individuals than other properties. This would be difficult given the state of archeological knowledge for this site. It would call for an additional research effort beyond that already done.

2.5 For properties meeting criterion C:

Review: Not Applicable.

2.6 For properties meeting criterion D:

2.6.1 Does the significance statement describe the potential research topics that the property or district can address?

2.6.2 Does the significance statement justify the importance of these research topics within a prehistoric or historic context?

2.6.3 Does the significance statement identify the data that can address these research topics?

2.6.4 Does the significance statement affirm that the property or district contains or is likely to contain these data.

Review: The questions in this section (2.6.1 - 2.6.4) need to be answered to properly evaluate whether the site is eligible under this criterion. Be sure to apply these questions to both historic and prehistoric components of the site.

2.7 Is the level of significance identified and justified?

Review: OK.

3.0 BIBLIOGRAPHY:

3.1 Are all citations used in the text referenced in the bibliography?

Review: OK.

3.2 Does the nomination demonstrate that scholarly research was conducted in preparing the nomination?

(The following components of the nomination should have supporting published references:

- environmental setting
- occupation dates
- justification of the importance of research topics within a prehistoric or historic context.)

Review: The nomination could benefit from more references in the areas of environmental setting, previous excavations, feature descriptions (especially if analogies are employed to argue the potential existence of features) and for any research topics identified for the site.

4.0 GEOGRAPHIC DATA:

4.1 Are boundary lines fixed at permanent features or UTM references appearing on USGS topographic maps?

4.2 Does the verbal boundary description employ discrete boundaries on all sides of the property or district?

4.3 Does the boundary justification discuss the:

- * method(s) used to define the boundary
- * relationship between the property's or district's significance and the boundary?

4.4 Are all major or significant features included within the boundary?

4.5 Does the boundary exclude unjustified acreage or buffer zones?

4.6 Does the boundary include only entire buildings, structures or objects (as opposed to portions of buildings, structures, or objects)?

Review: ~~There~~ There is a weak link between the significance of the site and the spatial distribution of archeological data that convey its significance. Please review National Register Bulletin 12 for both the conceptual approach to defining archeological site boundaries and refer to the relevant examples for guidance.

5.0 ACCOMPANYING DOCUMENTATION:

5.1 Are the sketch maps labeled?
 * title
 * legend
 * north arrow
 * scale

5.2 Does the sketch map show the entire boundary of the property or district?

5.3 Does the sketch map show features, disturbances, and contributing and non-contributing elements discussed in the nomination?

Review: An updated sketch map should be drawn to show the entire boundary of the site incorporating all archeological features, estimated artifact density distributions, disturbances and secondary features.

5.4 Do the photographs illustrate the:
 * environmental setting
 * major or significant features
 * major alterations or disturbances?

Review: OK.

(A) Criteria B
86 003685

NATIONAL REGISTER OF HISTORIC PLACES
EVALUATION/RETURN SHEET

Original Town of Fernandina Historic Site
Nassau County
FLORIDA

Substantive Review

DEC 22 1986

- ☐ resubmission
☐ nomination by person or local government
☐ owner objection
☐ appeal

Working No. _____
Fed. Reg. Date: _____
Date Due: 1/22/87 - 2/5/87
Action: ☐ ACCEPT
☒ RETURN 2/2/87
☐ REJECT
Federal Agency: _____

Substantive Review: ☒ sample ☐ request ☐ appeal ☒ NR decision

Reviewer's comments:

*see review comment sheet
also send Checklist for Using Guideline 19
and NR Bulletin #12*

Recom./Criteria _____
Reviewer _____
Discipline _____
Date _____
_____ see continuation sheet

Nomination returned for: ☒ technical corrections cited below
☒ substantive reasons discussed below

1. Name

2. Location

3. Classification

Category	Ownership Public Acquisition	Status Accessible	Present Use
----------	---------------------------------	----------------------	-------------

4. Owner of Property

5. Location of Legal Description

6. Representation in Existing Surveys

Has this property been determined eligible? ☐ yes ☐ no

7. Description

Condition

- ☐ excellent
☐ good
☐ fair

- ☐ deteriorated
☐ ruins
☐ unexposed

Check one

- ☐ unaltered
☐ altered

Check one

- ☐ original site
☐ moved date _____

Describe the present and original (if known) physical appearance

- ☐ summary paragraph
☒ completeness
☐ clarity
☒ alterations/integrity
☒ dates
☒ boundary selection

see comment sheet

RECEIVED
FEB 25 1987
HISTORIC PRESERVATION
SECTION

Pat Gass
 801 White Street
 Fernandina Beach
 Resident of Old Town

Madame Mayor, Mr. Commissioners, I come before you tonight to voice my objection to Ordinance 93-31 - the closing of a portion of Garden and Marine Streets.

My objection to closing these streets is begins with the way the ordinance is written and I quote: WHEREAS, the street or portions of street hereinafter described are designated as street right-of-way on the map on file in the City of Fernandina Beach, but none of said street or portions thereof have ever been opened, graded or used as a public street and their designation on said map merely hinders the development of said City; STOP

This is incorrect. These streets have been open, graded and used as public streets. Marine street hasn't been used in many years but this is due to neglect on the city's part to maintain the street and also due to natural erosion by the Amelia River. Not too many years ago my neighbor Dora Bernard went to the City Manager serving at that time to see about improvements needed to Garden Street. She was told by the City Manager that the city would not make improvements to a dead end street, not even simple clearing and grading. At that time Mrs. Bernard asked if she could make the improvements herself. The City Manager agreed that she could. The citizens of Fernandina Beach, more especially the residents of Old Town have not abandoned these streets. YOU the City Commission have neglected them. Commissioner Glenn informed me that two years ago he brought before this commission a resolution that was passed, to have ALL the city streets in Old Town cleared and routinely maintained but as of this meeting nothing has been done. How long must we tax payers wait?

Continuing on with this ordinance it reads:

WHEREAS, in the judgement of the City Commission of the City of Fernandina Beach, it is for the best interest of the citizens of said City to discontinue the street or portions of street hereinafter described. STOP

I disagree that closing these right-of-ways is for the best interest of the citizens of Fernandina Beach. City Ordinance 92.00 Section B states and I quote: Whenever a public street or thoroughfare is laid out or exists in the city which abuts or touches a waterway open to public use, the city as trustee for the public has and owns riparian rights at the place where the public street or thoroughfare abuts or touches the waterway. The city shall have the right to regulate the use of the waters adjacent to the place, and to construct docks, public landings, piers, or wharves at such places.

Section C states and I quote: Where a street is laid out and exists in the city which ends at a waterway, the portion of the dead-end street abutting the waterway is declared to be public property. The city shall have the right to regulate the use of the waters adjacent to dead-end streets and to construct docks, public landings, piers, or wharves at such places.

Finally, Section D states and I quote: When any plat is filed for record showing streets dedicated to public use which are laid out, touching, or abutting any waterways used by the public, it is declared that the portion of the dedicated street touching or abutting upon waterways in the city shall be public property. The city shall own and hold the property for the use of the public, and shall pass rules and regulations governing its use.

The very portions of Garden and Marine streets that you purpose to close with Ordinance 93-31 are touching and abutting a waterway. This waterway is the Amelia River. It is your responsibility to maintain these properties for public use. Why would our city commission close city streets that have public water access so that one individual can build a private dock. At a time when boat owners thorough out the city are screaming about having no boat ramp, YOU are proposing to close an area that could be used for that very purpose. Have any of the Commissioners actually stood at the intersection of Garden and Marine Streets, the very streets you propose to close? When was the last time the state officially established the jurisdictionally line and mean high water mark for this area? According to Mr. Z of the Department of Environmental Protection in Tallahassee, Florida; prior to issuing building permits for a lot abutting a water way or 8 to 9 feet from the assumed mean high water mark, the DEP and the Army corp of Engineers must be called in to determine the jurisdictional line of the wetlands or water. Has this been done? Do you actually know how much water is on Marine and Garden street at high tide?

Continuing with Ordinance 93-31 it reads and I quote:

NOW, THEREFORE BE IT ENACTED BY THE PEOPLE OF THE CITY OF FERNANDINA BEACH, FLORIDA:

Section 1. That all of the following street and portions of the street in the City of Fernandina Beach as shown by the map or plat on file in the City of Fernandina Beach are hereby vacated and discontinued:

All of that portion of Marine Street beginning at the southern portion of Garden Street and proceeding northward a distance of 143.42 feet.

At the very least these figures are incorrect. That portion of

Garden Street beginning at the southern portion and then proceeding north to the end of the two Spanish Land Grant Lots that are involved will have a total of 139.6 feet. All city streets in Old Town are 46.6 feet wide, just as the Spanish laid them out, and all Spanish Land Grant lots are 46.6 feet wide, again just as the Spanish laid them out. The city owns the street 46.6 feet, and the two Spanish Land Grant lots total 93 feet, the sum of these two items together is 139.6 feet. The other 4.42 feet needed to comply with the Ordinance's 143.42 feet, is the easement in front of someone else's property.

According to Fernandina Beach's Comprehensive Plan and Land Development Regulations filed with the State of Florida in 19__ Objective 5a.01 PUBLIC BEACH ACCESS Policy 5a.01.03 states and I quote "The City will not vacate necessary existing right-of-way easements, walkways and other access points to beaches and shores."

Policy 5a.01.05 states and I quote "Private land owners adjacent to public beach access points, including easements will not be allowed to restrict public access to the beaches through access points."

Objective 6.02 ACCESS TO RECREATIONAL AREAS Policy #6.02.05 states and I quote "Existing public beach access points shall not be closed to the public for any other public or private use."

Objective 6.04 ACQUISITION OF LANDS Policy #6.04.02 states and I quote "Existing city-owned land, such as easements and small parcels shall be maintained and upgraded, to meet recreation and open space needs and especially to meet small passive type park needs."

Finally Objective 6.01 Policy #6.01.03 states and I quote "The city shall pursue available grant sources for the acquisition and development of park and recreation areas, including but not limited to Department of Defense, Federal and State funding."

During my research I was given a copy of a pamphlet entitled Florida Recreation Development Assistance Program Administrative Rule. This pamphlet contains the rules of the Florida Department of Natural Resources, Chapter 16D-5, Part V, Florida Recreation Development Assistance Program. The purpose of the program is to provide grants to qualified local governmental entities to acquire or develop land for public outdoor recreation purposes. According to section 16D-5.055 element 3B part 1 of said pamphlet these grants are awarded to grantees for projects that are for the sole purpose of providing outdoor recreation opportunities to the public. Funds from this program may be awarded for one or a combination of, natural or man-made sites and facilities (such as: beach access, fishing piers, boat ramps and docks, boardwalks and riverwalks, etc.). Part 2 of section 16D-5.055 element 3B of that same pamphlet states that these funds may be awarded for support facilities and improvements (such as: parking lots, rest

rooms, bathhouses, landscaping, lighting, fencing, signs etc.) which could not stand, or would have little or no recreational value, without the primary outdoor recreation facilities.

Madame Mayor and Commissioners; I am not opposed to progress. I am delighted to see that people are beginning to have an interest in building in Old Town. But when you buy property in a Historical District and property that is on the National Register of Historical Places there are restrictions and responsibilities that come with that purchase. Those of us that own property in Historical areas and those of you that are in positions of public trust are responsible for maintaining and protecting the historical integrity of the area.

X If you should vote to close that portion of Marine street beginning at the southern portion of Garden Street and proceeding northward a distance of 143.42 feet you will be denying 8,765 citizens of Fernandina Beach, access to a public waterway and the possibility of a future boat ramp. You will also be deviating from the very Comprehensive Plan and Land Development Regulations you set up. You will also be distorting the original size of those Spanish Land Grant Lots involved. These lots were laid out by the Spanish in 1811 and are the cornerstone to our placement on the National Register of Historical Places in 1989. Closing these streets would not be the responsible thing to do.

By voting NO to Ordinance 93-31 you are making available to the citizens of Fernandina Beach public access to the Amelia River. The city could then apply for available grants to build a boat ramp and boardwalk on Garden and Marine Streets and buy available land in the immediate area to provide necessary parking for a boat ramp.

In the best interest of the tax payers of Fernandina Beach I respectfully request that you vote NO to Ordinance 93-31. By Voting NO you allow the citizens to keep public access to the Amelia River and will keep intact the Historical value of the last city in the United States to be laid out by the Spanish. Please Vote NO to Ordinance 93-31. Thank you.

Respectfully submitted,

Pat Gass
601 White Street
Fernandina Beach, Florida
32034

§ 92.07 VEHICLES, HORSES ON DUNES PROHIBITED.

Absolutely no vehicles or horses are allowed on the dunes, vegetation, or outside of the designated driving areas.

('55 Code, § 4B-22) (Ord. 603, passed 3-17-81)
Penalty, see § 92.99

§ 92.08 DOG CONTROL.

Dogs may be permitted on the Atlantic Ocean beaches, but must be under leash, as defined by the city's animal control regulations, at all times.

('55 Code, § 4B-23) (Ord. 603, passed 3-17-81)
Penalty, see § 92.99

§ 92.09 FISHING LINES.

No person shall employ or use any fishing lines or equipment in a manner which prohibits or interferes with the rights of the general public to pass on the Atlantic Ocean beaches. It is specifically prohibited to extend any fishing line or lines across the entire width of the beach, from the mean high water mark to the actual water line, which interferes, restricts, or prohibits passage.

('55 Code, § 4B-25) (Ord. 694, passed 7-16-85)
Penalty, see § 92.99

§ 92.10 KINGS BAY RECREATIONAL MASTER PLAN OF 1985; BEACH TRAFFIC AND PARKING FINDINGS.

(A) The City Commission hereby finds and determines that at least 50% of the peak-user demand for off-beach parking is not available within the relevant portions of the coastal beaches in the city limits, as such is defined in Rule 16-B-47, Florida Administrative Code, and that such determination was made pursuant to the Kings Bay Recreational Master Plan of 1985, which by reference is incorporated herein and adopted by the city. Relevant portions of said study are attached to Ordinance 838 as Exhibit 'A', which is also adopted and incorporated by reference.

(B) Vehicular driving on the coastal beaches within the city limits shall be permitted to continue in the same manner and extent as set forth in this chapter.
(Ord. 838, passed 9-5-89)

BOATS, DOCKS, AND WATERWAYS

§ 92.20 CITY TO REGULATE WATERWAYS ABUTTING PROPERTY.

(A) The city shall have the right to regulate the use of all waterways within the city limits and the conduct of all persons using the waterways in a manner consistent with and not in conflict with federal or state regulations. All ordinances of the city regulating the conduct of persons on land, shall apply to persons using waterways, insofar as they are properly applicable. ('55 Code, § 5-1)

(B) Whenever a public street or thoroughfare is laid out or exists in the city which abuts or touches a waterway open to public use, the city as trustee for the public, has and owns riparian rights at the place where the public street or thoroughfare abuts or touches the waterway. The city shall have the right to regulate the use of the waters adjacent to the place, and to construct docks, public landings, piers, or wharves at such places.

(C) Wherever a street is laid out and exists in the city which ends at a waterway, the portion of the dead-end street abutting the waterway is declared to be public property. The city shall have the right to regulate the use of the waters adjacent to dead-end streets and to construct docks, public landings, piers, or wharves at such places.

(D) When any plat is filed for record showing streets dedicated to public use which are laid out, touching, or abutting any waterways used by the public, it is declared that the portion of the dedicated street touching or abutting upon waterways in the city shall be public property. The city shall own and hold the property for the use of the public, and shall pass rules and regulations governing its use.
(55 Code, § 5-2)

§ 92.21 PRIVATE USE OF PUBLIC PROPERTY.

(A) Any person using the public property of the city described in § 92.20(B) without the express consent of the City Commission, evidenced by a resolution duly adopted, shall be guilty of violating the provisions of this subchapter.

(B) Any such resolution adopted, permitting the use of public property by private persons, shall be of a temporary nature only, revocable by the City

COASTAL/CONSERVATION ELEMENT

GOAL 5a.0

Establish growth management strategies that will ~~allow growth to continue~~ discourage activities within the coastal zone which ~~does not~~ damage or destroy the function of coastal resources, does not protect human life and does not limits public expenditures in areas subject to destruction by natural disasters.

OBJECTIVE 5a.01
PUBLIC BEACH ACCESS

The City shall continue to maintain, improve, and increase public beach access through acquisition and other land use controls.

Policies

- 5a.01.01 The City shall maintain inventory and analyze existing and future public beach access.
- 5a.01.02 Where appropriate, the City will require the dedication of public access to beaches from developments located within the coastal area.
- 5a.01.03 The City will not vacate necessary existing rights-of-way easements, walkways and other access points to beaches and shores.
- 5a.01.04 Promote through dedication or other means, increased facilities for public beaches.
- 5a.01.05 Private land owners adjacent to public beach access points, including easements, will not be allowed to restrict public access to the beaches through access points.
- 5a.01.06 Safe vehicular control shall be implemented and enforced to protect beach users.
- 5a.01.07 The City will consider adopting a beach access plan.

OBJECTIVE 6.02
ACCESS TO RECREATIONAL AREAS

The City shall provide reasonable vehicular, pedestrian and bicycle access to public recreation areas. ~~while protecting their quality.~~

Policies
6.02.01

The City will include parking requirements for ~~provide adequate~~ vehicular parking including handicapped and bicycle racks to city-owned park and recreational facilities in its land development regulations.

6.02.02

Sidewalks and bicycle paths and/or multi-purpose trails ~~shall~~ should be provided where appropriate along roads which provide access from neighborhoods to parks required in new developments in the site review process to provide access to recreation facilities.

6.02.03

The City will provide handicapped parking and barrier-free access in accordance with adopted land development regulations to all types of city-owned recreational facilities.

6.02.04

All future City-owned parks and recreational facilities shall have direct access on a public street or easement.

6.02.05

~~Continued maintenance of~~ Existing public beach access points shall be required not be closed to the public for any other public or private use.

OBJECTIVE 6.04
ACQUISITION OF LANDS

The City's Parks and Recreation Advisory Commission shall establish a program to guide the acquisition of land for parks, recreation, conservation and open spaces, and also address the types of recreation open space needs. The following policies shall apply in the implementation of this objective:

Policies

- 6.04.01 Consider the use of floodplains, conservation areas and other similar areas for recreational land provided these sites have been determined to not endanger public health, safety, and welfare.
- 6.04.02 Existing city-owned land, such as easements and small parcels ~~should be used~~ shall be maintained and upgraded, ~~when feasible~~ to meet recreation and open space needs and especially to meet small passive type park needs.
- 6.04.03 Whenever possible recreation sites should be established with multi-use purposes to provide both recreation facilities and to ensure preservation or conservation of environmentally sensitive lands.
- 6.04.04 ~~Where appropriate,~~ Developments along navigable waterways will provide easements for boat ramps and parking as required by the acquisition program of the City's Park and Recreation Advisory Commission.

RECREATION AND OPEN SPACE ELEMENT

GOAL 6.0

THE CITY SHALL STRIVE TO ENSURE SUFFICIENT PRIVATE AND PUBLIC PARKS, RECREATION FACILITIES, AND OPEN SPACE TO MEET THE HEALTH, SAFETY, AND WELFARE NEEDS OF CITY RESIDENTS AND VISITORS.

OBJECTIVE 6.01

~~A system of A maintenance program shall be developed by 1993 for existing and new neighborhood and community recreation facilities and new facilities shall be provided to maintain the adopted Level of Service for the planning period. shall be maintained and/or developed where feasible to meet the cultural, social and athletic needs of the City.~~

Policies

- 6.01.01 The Recreation & Parks Department shall develop and maintain an inventory of parks, function of park (neighborhood, community, or regional) and a general inventory of recreation facilities.
- 6.01.02 The Land Development Regulations shall create incentives for the dedication of recreational land through PUD zoning and subdivision regulations.
- 6.01.03 The city shall pursue available grant sources for the acquisition and development of park and recreation areas, including but not limited to Department of Defense, Federal and State funding.
- 6.01.04 Develop existing parks to meet their optimal level with consideration to the area's needs and the functional capacity of the parks as established in the adopted maintenance program.
- 6.01.05 The City shall prepare and adopt procedures as a component of the Land Development Regulations to measure the impact of development orders relative to the level of service for recreation and open space.
- 6.01.06 The city shall review large scale developments as to the need for public recreation facilities including neighborhood and community parks. The City shall use a level of service standard of 2.0 7.5 acres of parkland per 1000 residents and 1 golf course per 10,000 persons. within the City limits in reviewing the impacts of new development and redevelopment upon

AKZ38

February 8, 1994

City Commissioners
City of Fernandina Beach, Florida
Post Office Box 668
Fernandina Beach, FL 32034

Dear Commissioners;

In passing Ordinance 93-31 on February 1, 1994 I feel that you have possibly violated our City's Charter. The City Attorney gave his legal opinion that City Code 92.20 Sections B and D, and the City's Comprehensive Plan and Land Development Regulations Objective 5a.01 PUBLIC BEACH ACCESS Policy 5a.01.03, Objective 6.02 ACCESS TO RECREATIONAL AREAS Policy #6.02.05, and Objective 6.04 ACQUISITION OF LANDS Policy #6.04.02 were not applicable to this Ordinance. This legal opinion was based on a visual determination made by the City Attorney after visiting the site in question. The problem I see with this visual determination is that it was made during the winter tides. Tides are higher during the spring and summer and the fullness of the moon has a direct effect on tides.

If Mr. Leggio's visual determination is correct we, the city, have nothing to fear in Ordinance 93-31. If Mr. Leggio's visual determination and legal opinion is incorrect we have violated our Comprehensive Plan and broken not only City Code 92.20 but also City Code 38.03. During the full moon, and Spring and Summer months if water is touching or abutting portions of Marine Street that portion then becomes Public Property. According to our Comprehensive Plan, Public Property touching and abutting water must be held for Public Use.

Why did the Commission not defer this matter until the State of Florida could be contacted to make a determination as to the mean high water mark on Marine Street? It would have been the responsible thing to do. What was the hurry? If a building permit is issued for the property abutting this portion of Marine Street before a juridical line is determined this city could be held liable. Can you now rescind and table Ordinance 93-31 until such time as this matter can be addressed?

Consideration of this matter is appreciated.

Sincerely yours,


Pat Gass

7891
RECEIVED
DIVISION OF
HISTORIC RESOURCES
94 SEP -2 AM 9:39

Orig: Shop Pro
Report dated by
Copy Secretary

RECEIVED
1994 AUG 31 PM 3:55
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

August 24, 1994

The Honorable Jim Smith
Secretary of State
The Capitol
Plaza Level, Room 2
Tallahassee, FL 32399-0250

Dear Secretary of State Smith,

I need your assistance. September 6th the City of Fernandina Beach will vote on Ordinance 94-14, closing a portion of Marine Street in Old Town Fernandina. Old Town Fernandina is on the National Register of Historical Places and is the **ONLY** Spanish platted city in the Western Hemisphere with it's grid-iron plat still in tack. To close a portion of this historical street would disfigure the original plat laid out by the Spanish in 1811.

A few of the little known facts about Old Town Fernandina are that we had the first Post Office in the State of Florida, the first non-military hospital in the State of Florida, and were the first zoned city in the State of Florida.

Would you please write to our City Commission and ask them to **CAREFULLY** consider what they are about to do by simply closing a portion of historic Marine Street. The State of Florida will be celebrating it's 150 Anniversary as a state in 1995. It would be a shame to have kept our Spanish Platted city in tack for 183 years and then lose it.

Thank you for any help you may be able to give. Keep up the good work in Washington!!

Sincerely yours,

Pat Kelley Gass

Pat Kelley Gass
801 White Street
Fernandina Beach, FL 32034
(904) 277-7967

Forgotten history/

Wealth of state history lies in city's forgotten Old Town area

By Jill Galloni
Staff Writer

Florida and Amelia Island's early years are still intact in Old Town Fernandina.

A 19th century Spanish plaza, town plat with 13 square blocks separated by streets still bearing names used in 1811, and several houses dating back to the second period of Spanish occupation in Florida (1784-1821) still exist in the almost forgotten area nestled on the western tip of Amelia Island.

"The Spanish history in Old Town Fernandina is not lost, but it is certainly misplaced," said Paul J. Weaver, a historic sites specialist with the Historic Preservation Section of the Bureau of Historic Sites and Properties in Tallahassee.

Weaver, a Fulbright scholar who has studied two important resources documenting Old Town —Gainesville's University of Florida's East Florida Papers, a collection of high-level military correspondances and data dating back to the early 1800's, and an archive collection in Spain —recently addressed the Duncan Lamont Clinch Historical Society of Amelia Island in efforts to get more people interested in preserving Old Town's past and present.

"I don't know exactly what we could do to preserve Old Town, but the grid pattern of the town plat and the plaza are still there. If we couldn't do anything to physically preserve it, we could document Old Town's history through research, archeological digs and architectural research. That way, regardless of what happens, it will be preserved," he said.

Weaver said Old Town Fernandina is the third oldest settlement in Florida, and the only one with a Spanish town plan that is documented in the East Florida Papers. St. Augustine, Florida's oldest city, is fashioned after a Spanish grid pattern, but no documentation exists.

In its heyday during the first three decades of the 19th century, Old Town was the busiest port in North America, and was reportedly the

most important shipping trade station for the entire Western Hemisphere. Over 800 free slaves, Spanish military officers and British Loyalists, who remained in Florida after England lost the area to the Spanish in 1783, inhabited Old Town during that period.

After Thomas Jefferson lowered the boom on international trade in domestic ports with the 1807 Embargo Act, Old Town, totally under Spanish rule, prospered by opening its port to legal and illegal world traders. Three of the more important 19th century shipping lines brought over 400 ships daily to the Fernandina harbor, said Weaver.

Another impetus to Old Town's popularity among international traders was the United States' ban on slave importation in 1808. Several slave dealers found in Old Town Fernandina a goldmine for smuggling African and Caribbean slaves into Florida and throughout the United States.

"All of this made Old Town Fernandina the port of exchange," said Weaver. "And, a population of 800, even after the Civil War, would have made it the largest city in the South."

The Spanish occupation in Old Town lasted until 1821 when the Spanish evacuated and Florida became property of the United States. Weaver said, in many ways, Old Town became a ghost town after that date, but, the site of an earthwork Spanish fort still remains in the Plaza of San Carlos at the tail-end of White Street, and several homes with colonial architecture designed by remaining British Loyalists— many of them craftsmen, according to Weaver—are still there today.

One home on White Street sports flatboard siding and a catslide roof which is indicative of early 19th century colonial architecture. The Plaza of San Carlos is now home to amateur baseball players and frisbee buffs, but underneath the green turf is hard oyster rock which was probably portions of the fort, the protector against pirates and foreign adversaries for the Spanish.

Because the fort was made of wood and earthwork, it has since been lost, but architectural digs could uncover some of its treasures, including portions of officers' homes, a well and, perhaps, some arsenal remains, said Weaver.

But, most important is the genealogy of Old Town. Weaver is convinced several current residents are descendants of past freed slaves and other Old Town inhabitants who immigrated from Spain to land given to them through a Spanish land grant program.

"We could do a legal abstract with these East Florida Papers for virtually every piece of property in Old Town. You could look in the phone book today and find some of the original names, I'm sure," said Weaver.

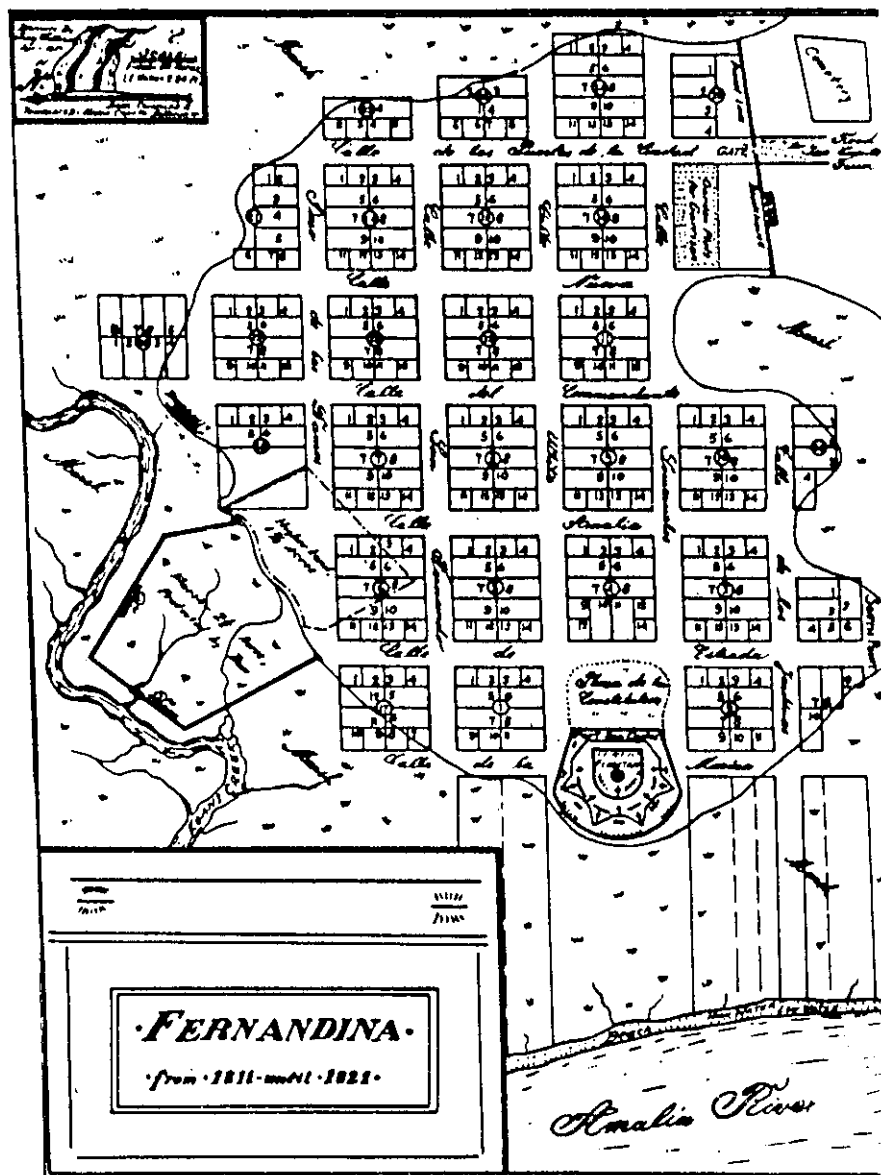
Preserving Old Town's past and promoting it is extremely important now that the 500 anniversary of the discovery of the New World by the Spanish is only nine years away, said Weaver. And, the celebration, similar to a World's Fair and America's recent bicentennial, is already being planned by University of Florida and European officials.

"Since Fernandina is the third oldest city in Florida, this could be big for this area," he said.

Weaver also suggested Fernandina Beach celebrate its own founding on its birthday, Jan. 1. The East Florida Papers revealed the 1811 date as well as a document explaining the town was not named for Queen Isabella's consort, Ferdinand V, nor Don Domingo Fernandez, a past wealthy landowner whose grave is located in the St. Michael's Catholic Church cemetery on Broome Street. The historian maintains the city is named for Ferdinand VII, the Spanish Catholic monarch at the time the name was announced by Enrique White, a Spanish governor of Florida.

"I don't want to mislead anyone. I have not written a book, but I have seen the evidence of Old Town's importance through indexing all this documentation," said Weaver. "Here is a Spanish town for which a real town plat still exists. What a beautiful resource you have here."





Mayor Charles Albert
 612 S. 11th St.
 Fernandina Bch., FL
 32034



OFFICE OF THE ATTORNEY GENERAL

DEPARTMENT OF LEGAL AFFAIRS

THE CAPITOL

TALLAHASSEE, FLORIDA 32399-1050

RECEIVED
DIVISION OF
HISTORICAL RESOURCES

94 MAR 16 PM 4:53

ROBERT A. BUTTERWORTH
Attorney General
State of Florida

March 16, 1994

Ms. Pat Kelley Gass
801 White Street
Fernandina Beach, Florida 32034

Dear Ms. Gass:

Thank you for writing to Attorney General Rob Butterworth to bring to the attention of the state an ordinance passed by the City of Fernandina Beach closing a portion of a local street abutting the Amelia River.

By copy of this letter, this office is asking Ms. Virginia Wetherell, Secretary of the Department of Environmental Protection, to review the information you have provided and take appropriate action. In addition, to be of assistance, a copy of the material you provided to this office will be forwarded to Mr. George Percy, Director, Division of Historical Resources, Florida Department of State, for his review.

Again, I appreciate your bringing this matter to the attention of this office.

Sincerely,

Diana Sawaya-Crane

Diana Sawaya-Crane
Cabinet Aide

RAB/enw

cc: Virginia Wetherell, Secretary
Department of Environmental Protection
George Percy, Director ✓
Division of Historical Resources
Department of State

February 9, 1994

Attorney General Robert Butterworth
State of Florida
Executive Office of the Governor
The Capitol
Tallahassee, FL 32399-0001

RECEIVED
FEB 10 1994

Office of Attorney General
Cabinet Affairs
Time _____

NA238
DEPARTMENT OF LEGAL AFFAIRS
94 FEB 15 PM 1:21
ATTORNEY GENERAL
TALLAHASSEE, FL 32304

Dear Attorney General Butterworth,

Enclosed is a presentation I gave before the Fernandina Beach City Commission during a public hearing February 1, 1994. The City was proposing to close a portion of Garden and Marine Streets thorough Ordinance 93-31. After amending the ordinance to read only a portion of Marine Street, it was passed unanimously by the Commission.

My concern in this issue is that the City did not call upon the Department of Environmental Protection or the Army Corp. of Engineers to determine the jurisdictional line and/or the mean high water mark on this city street. As stated in my presentation, this determination should have been preeminent in making a decision on Ordinance 93-31.

Is there anything you can do to help me encourage our City government to follow proper procedures and in doing so uphold its Code of Ordinances. According to Fernandina's City Charter, should that portion of Marine Street be touching and abutting the Amelia River it would become **Public Property**. Our city's Code of Ordinances states that as Public Property the city shall own and hold the property for the use of the public.

Would you please investigate this matter. I am also enclosing a letter sent to the commissioners. Thank you for any assistance you may be able to give.

Sincerely yours,

Pat Kelley Gass

Pat Kelley Gass
801 White Street
Fernandina Beach, FL 32034

Enclosures

1	3	2	4
5	6		
7	8		
9	10	11	12

1

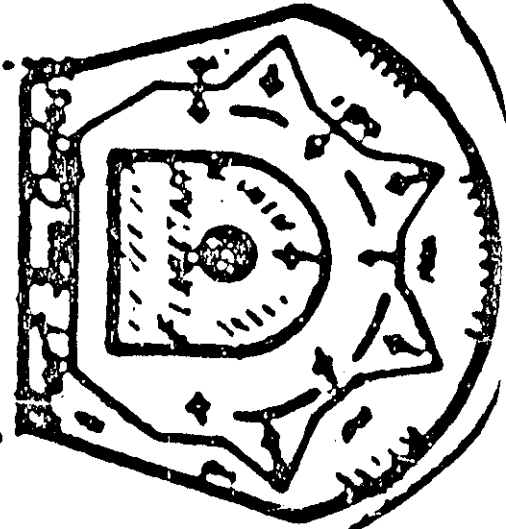
1	2	3	A
	5	6	
7	8	9	
	10		
H	12	13	M

Robert

510	1813	14
-----	------	----

9	10	11	12	13	14
---	----	----	----	----	----

Plaza de la
Constitución



1	2	3	4
	5	6	
		7	8
		9	10

42

1	2	3	4
		5	6
	7	8	
	9	10	
11	12	13	14

0042

9	10
11	12

22

Street
Soviet

The documentary evidence supporting the theory is the famous letter of Bishop Calderon to the Queen of Spain. Using the Spanish league of 2.63 miles, Calderon placed the

NA 89
NA 238

mission 6 leagues north of the Mission at San Juan del Puerto on Ft. George Island or the approximate location of Old Town.³ But Pedro de Arcos' 1675 list of Spanish missions places it on the Harrison Plantation site farther south on Amelia Island. Arcos places a Mocama village populated by sixty ~~pagan~~ Yamassee Indians at Old Town. Proceeding south he described two additional villages and a second location of the Santa Maria mission. The first village was that of the cacique Ocotoque at Jackson Creek, one league from Mocama. Its inhabitants were forty men, women, and children, ~~all pagans~~. The second village was La Tama. It was located two leagues beyond the one at Jackson Creek in the vicinity of present-day Amelia City. Its inhabitants numbered fifty, ~~all of whom again were pagans~~. The Santa Maria mission was one-half league from La Tama, on the site of the Harrison Plantation. Its inhabitants were also pagan and included approximately forty men, women, and children.⁴

As a result of the expanding English Colonies to the north, the mission may have been moved from Old Town to the Harrison Plantation sometime during the latter part of the seventeenth century.⁵ The expansion apparently caused a change in function of the mission and, because of its strategic location, increased its importance as part of the Spanish defense system. It caused the abandonment of the Province of Guale by the Spanish and the resettlement of three mission villages located there. The three transplanted missions were Santa Maria at Amelia Island, San Juan del Puerto at Ft. George Island, and Santa Cruz near St. Augustine. The Indians residing at the Santa Maria mission were from the abandoned mission at St. Catherines Island, Georgia.⁶

There were several logical reasons for relocating the mission from Old Town to the Harrison Plantation. First, as described by Calderon and Arcos, the Old Town site was, in all likelihood, already occupied by other Indians. Second, the latter location has richer soil than the Old Town site. Therefore, it would be better able to sustain the increased population resulting from the influx of refugees from Guale. Third, the Harrison Plantation site was a better strategic location. Its distance from the British/Spanish frontier along the St. Mary's River provided a buffer against a surprise attack. Furthermore, it was closer to St. Augustine and thus in a better position for water communication with the capital of Spanish Florida.

A description of the mission and the northern end of Amelia Island resulted by chance from a storm in 1696. The

storm shipwrecked a party of Quakers on their way to Philadelphia from the Bahamas. Jonathan Dickinson's Journal is an account of their overland journey through much of Spanish Florida and English Carolina. The journal places the mission at the Harrison plantation site, but it also describes the area later known as Fernandina and now known as Old Town. Dickinson referred to the mission as St. Marys, as the whole island was called St. Marys or Santa Maria at that time.⁷

Dickinson's description of the mission and Indian towns on Amelia Island matches exactly that of Arcos made twenty-one years before. From Santa Maria Dickinson proceeded to St. Phillips (Amelia City). He passed the Indian town of Sappataw, at Jackson Creek, two to three leagues to the north, on the way to a sentinel's house, an additional league to the north, probably at the site of Old Town. His description of the sentinel's house is the first documentation of military activity at Old Town. From a military point of view, Old Town was an ideal location for a sentinel post or fortification. It was on high ground, had a commanding view of the Amelia and St. Mary's Rivers and was surrounded by water on three sides with only a land approach from the east.⁸

Not long after Jonathan Dickinson visited the Santa Maria mission, catastrophe struck Amelia Island. In 1702, the English, led by Governor James Moore of South Carolina, ravaged the countryside north of St. Augustine, and succeeded in destroying most of the Spanish missions. Only the walls of the Castillo de San Marcos at St. Augustine prevented the English from driving the Spanish completely out of Florida. The three Guala missions which had been transplanted southward, Santa Maria on Amelia Island, San Juan del Puerto on Ft. George Island, and Santa Cruz near St. Augustine, were entirely destroyed.⁹

The precise location or locations of the Santa Maria mission are still undocumented. It must be remembered that mission buildings were fragile structures, constructed generally of palm or wattle and daub with thatched roofs.¹⁰ Given the harsh climate of Florida, the general absence of masonry building materials, the periodic rebellions and wars, and the duration of their existence, it is clear that mission buildings were routinely destroyed or replaced and that the missions themselves were frequently relocated. Much research, both historical and archaeological, remains before the location of the Santa Maria mission can be pinpointed and its character can be fully understood. Old Town remains a potential early site of the mission based on

archaeological survey and excavation and historical research.

In 1736, Governor Oglethorpe of Georgia and the Governor Francisco del Moral Sanchez of Florida signed a treaty delineating Amelia Island as the southernmost possession of British North America. Thereafter, Oglethorpe stationed sixteen men and a sergeant's guard on the Island. They numbered with their families about forty persons. The small settlement was protected by a palisade fortification and a battery of several guns.¹⁰

An anonymous correspondent in 1741 left an account of the British on Amelia Island. He identified them as the Trust Highland Servants, who operated scout boats from the island. He said they had developed a plantation and raised enough corn to sustain themselves year round. He mentioned that they maintained a fort, manned by a sergeant's guard. He also mentioned a fortified lookout post and battery, possibly located at the Plaza lot at Old Town. ¹¹ In their 1971 report about the excavation of Ft. San Carlos, archaeologists Hale Smith and Ripley Bullen proposed that the British lookout was located on the site of the Plaza Lot.¹²

As a result of the Treaty of Paris, signed in 1763, Great Britain returned Havana to Spain in exchange Florida. Florida was divided into east and west, with East Florida containing the greater portion of the peninsula (the St. Marys River served as the northern limit). Amelia Island was placed in the jurisdiction of the new province of East Florida.

During the British period, John Perceval, the Second Earl of Egmont, acquired Amelia Island. The Earl of Egmont, as First Lord of the Admiralty, used his influence to acquire over 65,500 acres of land in Florida and 122,000 acres in Nova Scotia. After resigning the Admiralty in 1766, Egmont began developing his East Florida lands. Governor James Grant awarded Egmont 10,000 acres on Amelia Island. Previously, the island had been reserved for Bermudan settlers who were given free passage and five pounds sterling as an inducement to settle the island. John Savage of Charlestown began the plan in 1764, but by 1770, when Egmont decided to move all his slaves and equipment from a tract along St. Johns River to Amelia Island, there were only a few Bermudans left to be bought out.¹³

Egmont sent Stephen Egan, for whom Egan's Creek was eventually named, to establish a plantation. Although Egmont died in 1770, his heirs continued supporting Egan and

within a few years the plantation, located on the north end of the Island, was successfully producing indigo for export to London. In 1774, Egan shipped 2,095 pounds of Indigo. That same year, the famous naturalist, William Bartram, who was then travelling through the southern colonies, visited the plantation. In mid-April 1774, Bartram arrived at the north end of Amelia Island:

After walking through a spacious forest of live oaks and Palms, and crossing a creek that ran through a narrow salt marsh, I and my fellow traveller arrived safe at the plantation, where the agent, Mr. Egan, received us very politely and hospitably. This gentleman is a very intelligent and able planter, having already greatly improved the estate, particularly in the cultivation of indigo. Great part of this island consists of excellent hommocky land, which is the soil this plant delights in, as well as cotton, corn, batatas, and almost every other esculent vegetable...On Egmont estate are several very large Indian tumuli, which are called Ogeeche mounts."¹⁴

Several maps dating from the British period illustrate the development of the northern end of Amelia Island at that time. One is a chart drawn by Captain W. Fuller in November, 1769. It shows a plat of Old Town and includes the Plaza Lot. The site is labelled "New Settlements and New Town laid out in Streets 66 Feet wide and Building lots 66 by 132 Feet Each." The map also shows a causeway leading north from the plat to a bluff "within 15 yards of which Ships of 300 Tons can lie and deliver their Goods."¹⁵

In 1770, the Surveyor-General of the Southern Colonies, William Gerard de Brahm, published his survey which included Amelia Island. At the site of Old Town de Brahm showed a north-south oriented plat and labeled it "Egmont Town". De Brahm described the town as having been laid out that year by the Earl of Egmont."¹⁶

At the end of the American Revolution, Great Britain returned both Floridas to Spain, thereby leaving homeless many Loyalists who had escaped to British Florida. Eventually, most went to the Bahamas or to England. Others returned to their lands in the United States. The embarkation point for those leaving East Florida was the St. Marys River from Old Town, which overlooked what was then called Amelia Harbor."¹⁷

During the second Spanish period (1784-1821), the town

of Fernandina was established, plantations developed throughout the Amelia Island, contraband trade with the United States flourished, and two private adventurers occupied the town. The history of Fernandina during this period is perhaps as fascinating as that of any other within the present limits of the United States.

Emulating the British, the Spanish crown adopted liberal immigration and land policies in order to encourage development of the island and other areas of East Florida. Timbering and the naval stores industry, which had declined at the end of the British period, were important components of the economy of Amelia Island and the surrounding area. The Spanish governors conceded a number of large sawmill grants, and cartographic sources provide evidence of several mill sites and areas where large scale timbering occurred.¹⁸ They also conceded grants for agricultural usage. As a result numerous plantations of modest size developed on Amelia Island, including the limits of the present City of Fernandina Beach. An oath of loyalty to the Spanish government was the only requirement for land ownership. Furthermore, contrary to official royal policy elsewhere in the Spanish empire, the crown permitted non-Catholics to settle in East Florida.¹⁹

Among those who remained on Amelia Island, after the departure of the British, was Maria Mattair. Mrs. Mattair, whose maiden name was Green, was a widow, originally from Pensacola. According to testimony given in 1807 by Juan Paredes, a Spanish resident of the area, she was farming the Plaza Lot at Old Town in 1784. She is the first occupant yet documented of the Old Town site during the second Spanish period. In 1789 she swore an oath of allegiance to the Spanish crown and became a Spanish subject. At that time she was forty-three years old and was described as being a protestant. She had two children, Luis, sixteen and Maria, thirteen. She had modest farm which included three head of cattle, two horses and nine pigs. She lived with Guillermo (William) Youngblood, twenty years her junior.²⁰

In 1788 Maria Mattair exchanged her holdings at Old Town for a land grant called El Naranjal, and an army encampment was established at the site of the Plaza Lot.²¹ Between 1784 and 1787 the Spanish maintained a military storehouse on Amelia Island, probably at or near the Old Town site. The military complex associated with the storehouse, included houses for the officers and enlisted men. The houses were in very poor condition, indicating they were probably not recently constructed. They perhaps remained from the Egmont Plantation. The encampment

established in 1788 was definitely at Old Town. It included a well, possibly the one uncovered by Ripley Bullen and Hale Smith during their excavation of Old Town in 1963. It also included a substantial guardhouse. The guardhouse had chimneys and tabby floors. It was constructed by mason Roberto McMahon and two black helpers from St. Augustine.²²

In 1794 the Spanish withdrew from the post at Old Town and transferred the detachment there to San Vicente Ferrer, a post at St. Johns Bluff on the St. Johns River. In 1796 a new governor, Enrique White, sought to re-establish the St. Marys River as the northernmost point of defense in Spanish East Florida. That year he ordered the guardhouse rebuilt at the Plaza Lot and a battery constructed there by 1801.²³

The policies of President Thomas Jefferson produced the most historically significant period in the history of Fernandina. In 1807, Jefferson closed American ports to foreign shipping and the next year outlawed the slave trade. The natural harbor at the northern end of Amelia Island, situated at the United States border, became the principal port of exchange for goods entering and leaving the United States. The Spanish saw the trade embargo as an opportunity to bring badly needed revenue to the province. They freely allowed the contraband trade to go on, collecting customs duties in the process. Fernandina, known prior to 1811 as the Amelia Island Post, was the focal point of the trade. Despite its economic importance, from 1807 until 1812, only the small battery constructed prior to 1801 defended the town.²⁴

James Forbes, the son of a British East Florida minister, described Fernandina before the boom resulting from the trade embargo:

Previous to this it [Fernandina] had but a few huts erected about a mile south from the point on the west side. Formerly it was remarkable only for some wells dug by the English, for the purpose of supplying their cruizers with water; which, however, they preferred taking from the St. Marys River, when convenient.²⁵

In contrast, another observer described Fernandina after the boom:

Vessels crowded the harbor for miles, flags of many nations floated in the breeze; bales of cotton were piled up in the streets, stores and warehouses were filled to the utmost capacity with merchandise.

The port was the theatre of illicit trade and the resort of smugglers...Even females carried on such traffic...I remember seeing Russians and Swedes, French and Germans in the streets.²⁶

Between 1807 and 1811 the town grew organically. In December, 1810 Governor Enrique White named the town and ordered it laid out and organized around a classical Spanish grid plan. Following White's orders, George I. F. Clarke, the Spanish surveyor for the St. Mary's District, laid out the town of Fernandina in 1811.²⁷

The original town of Fernandina is nationally significant as the last town founded by the Spanish in North America. Furthermore, it is possibly the last Spanish town established in the western hemisphere, apart from perhaps Cuba and Puerto Rico. Historians of Spanish town planning previously credited Los Angeles, California, founded in 1781, with being the last town in North America layed out by the Spanish. Documentation recently uncovered in the East Florida Papers, however, clearly establishes that a plan for Fernandina was prepared and implemented in 1811, nearly thirty years later. Beginning January 1, 1811 the town was known as Fernandina in honor of Ferdinand VII, the King of Spain at that time.²⁸

Beyond its association with an important historical event, the Town of Fernandina is significant in the area of town planning. Spanish towns in the New World have long been recognized as significant to urban history. To a far greater degree than any other colonial power in the New World, the Spanish followed a system of land settlement and town planning formalized in written rules and regulations. In contrast to the more organic English system, their towns were uniform and centrally planned. From Florida to northern California there extends an area once subject to Spanish rule. Within the area are vestiges of Spanish town plans including the one at Fernandina.²⁹

The Spanish first founded towns on the island of Santo Domingo during the late 15th century. Columbus and other early discoverers and colonizers received only general instructions from the crown regarding the location and layout of new towns. In subsequent years, however, the instructions became more precise. The crown began asserting greater control over colonial affairs, including town planning. By 1513 it had developed a body of town planning and experience and principles.³⁰

The principles of Spanish town planning followed specific

criteria. High land was preferred over swampy areas. The site of the town needed to be accesible for shipping and receiving goods. If inland, it should be on a river. It should have access to a source of good water and be close to arable land and a source of fuel and timber. With the criteria in mind, town founders followed a very specific plan. As described in an early document, "If not started with form, they (the new towns) will never attain it."³¹

As Spain extended its rule into increasingly larger areas, individual orders and instructions for the settlement and administration of new towns became redundant. In 1573 the Laws of the Indies established uniform standards for colonial administration, including procedures for planning new towns. They represented a codification of principles of town planning which had become fairly standardized some years earlier.³²

There were more than three dozen specifications set forth in the Laws of the Indies. One was that the plan was to be decided upon before any construction, and it was to be ample in scope to allow for future growth. Sufficient space was to be allowed so that if the town grew, it could do so in a symetrical fashion. Another identifying feature of Spanish-American town plan was the plaza. For coastal towns, the regulations prescribed a location for the plaza near the shore and for inland cities in the center of the town. The length of the plaza was to be at least one and a half times its width. Maximum and minimum dimensions for the plaza were also set forth. Another distinctive feature of the Spanish town plan were streets running parallel and perpendicular to the central plaza. The resulting pattern took the form of a gridiron or checkerboard with straight streets intersecting at right angles.³³

The regulations also provided precise guidelines for the location of the important buildings of the town. The main church of a coastal city was to face on the plaza and set near the harbor. Other sites around the plaza were to be assigned for the town hall, the customs house, arsenal, a hospital and other public buildings. The remaining lots around the plaza were provided for shops and dwellings for merchants.³⁴

The Laws of the Indies regarding town planning remained virtually unchanged during the entire period of Spanish rule in the Western Hemisphere. Even beyond that time they influenced the plans of towns laid out by the Mexican government in North America. Literally hundreds of towns in the Western Hemisphere were planned in conformity with the

Laws--a phenomenon unique in modern history.³⁵

The plan of Fernandina is a good example of Spanish plans for coastal towns. It is sited on high ground for defensive purposes and to avoid flooding. Its most characteristic feature is the plaza, oriented, as in St. Augustine and all other port towns or cities, toward the water. Around the plaza were lots reserved for the church, the Spanish commandants house, the customs house, and important commercial buildings. Interestingly, a Catholic church, though not constructed during the second Spanish period, occupied the lot reserved for it under the plan until it was razed during the early twentieth century. Beyond the plaza were blocks reserved for residential usage.³⁶

Another characteristic of the Fernandina town plan is the regularity of its lots, blocks and streets. The lots are either square or rectangular and the blocks are square. The streets are all rectilinear and meet at right angles. The regularity of the town plan contrasts sharply with the highly irregular natural features of the site of Old Town. Furthermore, the plan of Fernandina contrasts greatly with the plan of English colonial towns which were generally laid out using a meads and bounds survey system. The latter towns were consequently highly irregular and organic rather than centrally planned.³⁷

Following the administration of Thomas Jefferson, the next president of the United States, James Madison, had a much more direct affect on Fernandina. In January, 1811, Congress passed a secret act empowering the president to expel by force any foreign intruder that might occupy Spanish Florida. The act was used two years later to justify the landing of American troops on Amelia Island. But the events of 1812 which led to the brief American occupation seem to have merited extraordinary action. Acting under secret orders from President Madison, General George Matthews of Georgia, recruited a small force of American "patriots," who on March 17, 1812 made their way down the coast and landed on the north end of Amelia Island. Only the small Spanish garrison at Old Town was then on the island. It is possible that the Spanish could have held out against the attacking "patriots" but just off Amelia Island were five American gunboats and two U. S. sloops of war with their guns trained on Fernandina. The Spanish commander, Justo Lopez, attempted to surrender to the U. S. Navy but the commander, not wanting to admit American complaisance in the assault, refused. The next day Lopez surrendered to Matthews' "patriots".

The vulnerability of the Spanish garrison at that time is documented in a letter by G. I. F. Clarke, surveyor and resident of Fernandina, written just two days after the attack:

Our forces consisted, at the last moment of time, of about fifty firelocks...and a few pistols and swords...We had covered the front of the garrison with brest works of bales of Cotton, and at the neck that forms in McClure's field in our rear, where we expected the Rebel attack, we threw up two small intrenchments, and crowned them with bales of cotton.³⁸

The Patriot troops remained on Amelia Island for fourteen months until May 15, 1813. Upon their departure, the Spanish immediately reoccupied Fernandina. The need for a strengthened garrison evident after the fiasco of 1812. In 1814, the Spanish began constructing Ft. San Carlos, facing the Amelia River, on the western side of the plaza lot at Old Town. Ft. San Carlos appears to have had a semi-circular or semi-octagonal plan. Its walls consisted of earthenworks and palisades. According to a descriptive plan of the fort, its walls supported a terreplein eight feet above ground and four feet wide. It contained a number of buildings and structures. On its west side were five buildings: a storehouse, houses for the commandant, his adjutant, and the doctor, and one whose description is eligible. Along its north and south sides were barracks for the enlisted men. It had four long Spanish 16-pound cannons, probably atop the west terreplein on the side facing the Amelia River, and five 4-pounders and a 6-pound carronade, probably located on the south terreplein. On the east side was a well, almost certainly the one located by Hale Smith and Ripley Bullen during their excavation of the site in 1963.³⁹

An account of the physical layout of Fernandina and Ft. San Carlos appeared in the Niles Register in 1817. It described the town as being situated on a peninsular or neck of land, the narrowest part of which was about two hundred and fifty yards wide. It was defended by a strong picket and two block houses which enclosed the whole town. On the side next to the harbor was Fort San Carlos. It was well picketed and mounted eight cannon. The cannon commanded the anchorage and had a range as far as the middle line of the waters or boundary of the United States.⁴⁰

During the early months of 1817, an observer described the Town of Fernandina as having about forty wooden houses.

Several of the houses, he said, were two stories in height, with galleries, and had a handsome experience. He mentioned six streets, regularly intersecting each other at right angles and lined with rows of trees (Pride of India), and the plaza, with Ft. San Carlos fronting the water.*1

After the construction of Ft. San Carlos the Town of Fernandina was much better fortified in 1817 than it had been in 1812. But on June 29 of that year another invading force descended upon Fernandina. Styling himself Brigadier General of the Armies of the United Provinces of New Granada and Venezuela, and General-in-Chief of that destined to emancipate the provinces of both Floridas, under the commission of the Supreme Government of Mexico and South America, a Scot adventurer, Gregor MacGregor landed a force of only fifty-five men on the north end of Amelia Island. MacGregor had prepared well for the assault. An emissary from Savannah who had arrived at Fernandina previous to the assault convinced the Spanish commandant, Fransisco Morales, that a much larger force was on its way. Upon MacGregor's arrival, Morales struck the Spanish flag, and MacGregor hoisted the Green Cross of Florida over Fort San Carlos.*2

MacGregor's plan was to take St. Augustine, but whatever element of surprise he might have had was squandered by procrastination at Fernandina. MacGregor appears to have enjoyed administration as much as conquest. He established a post office, brought in a printing press, and levied duties on the cargoes of ships. Jared Irwin, a former United States Congressman from Pennsylvania, was appointed Chief of the Amelia Treasury and in August a former high-sheriff of New York, Ruggles Hubbard, joined this strange group of adventurers. By then, however, MacGregor's position had become precarious. Spanish troops and militia were massing in St. Augustine, preparing for a counterattack. On September 4, 1817, just two months after his arrival, MacGregor slipped quietly from Fernandina Harbor, leaving Jared Irwin in command.*3

A description of the town during the Macgregor occupation was given in the Savannah Republican newspaper for July 26, 1817. Egan's Creek and marsh on the north and east and a marsh south of the town made the location a peninsula with a narrow neck at the southeast. The road entered the town at that point. From marsh to marsh across the neck there was a strong picket, and the entrance was protected by a small block-house mounting two 4-pound cannon. Another block-house, recently built, flanked the town and mounted one 4-pound cannon.*4

NA 89
NA 238

On September 12, Spanish troops from St. Augustine and local militia from the northern division of East Florida met at the Harrison plantation at the south end of Amelia Island. The Spanish assaulted Fernandina, bombarding the town from atop McClure's Hill and from gun boats in the Amelia River. The Spanish panicked, however, and retreated when a shell from Irwin's battery in town landed among them at their position behind McClure's Hill. Later in 1817 another adventurer replaced MacGregor's regime at Fernandina.⁴⁵

Hearing of events on Amelia Island, French-born Luis Aury arrived at Fernandina on September 21, 1817 and proclaimed the island part of the Republic of Mexico. Aury replaced the Green Cross of Florida with the Mexican flag. He appointed himself Commander-in-Chief of all armed forces. Ruggles Hubbard became the civil governor, and Jared Irwin was elected president. A typed copy of a draft of the constitution for Fernandina is in the St. Augustine Historical Society. It appears that Aury too failed to muster enough men and supplies to make an assault on St. Augustine (or perhaps he never intended to), but like MacGregor before him Aury attempted to set up a legitimate government. In December, 1817, he printed the first newspaper in Fernandina. The paper was in Spanish and entitled El Telegrafo de las Floridas.⁴⁶

Despite his pretensions, there was little legality about Aury's regime. Privateers and pirates brought their cargoes to Fernandina to be sold and the illegal slave trade flourished. The United States government received numerous protests about the disorder along the Florida border. Finally, on December 23, 1817 U. S. troops landed on Amelia Island and reclaimed it on behalf of the King of Spain. Former residents returned, shops opened, and trade resumed under the impression that Fernandina would become a United States territory thereafter. Aury surrendered without a fight and U. S. troops remained on Amelia Island throughout 1818 and 1819. The United States continued to hold Fernandina for the Spanish until final ratification of the Adams-Onis Treaty of 1821. Fort San Carlos and the Plaza Lot then became American property, but the old fort was abandoned sometime between that time and 1847 when work on Fort Clinch was begun. A Civil War era drawing shows the Plaza Lot empty except for the remaining Spanish earthworks.⁴⁷

Based on historical research and field survey, little remains of Spanish town of Fernandina above surface. The town plan is the most obvious remnant. All the streets, blocks and lots retain the same configuration and dimensions

which they had when they were layed out by the Spanish in 1811. The streets retain their historic names. White and Estrada are named for Enrique White and Estrada, Governors of Florida during the second Spanish period. Someruelos is named for the Marques de Someruelos, Captain General of Cuba during the period. San Fernando is named for Ferdinand, the Spanish king who drove the moors from Seville, Spain and who serves as the patron saint of that enchanting city. Amalia is named for Amelia Island and Commandante for the Spanish commander. Jardin or Garden Street indicates the location of an area reserved for garden plots which were used to grow food crops for the sustenance of the community. Damas or Ladies Street possibly indicates an area set aside as the red light district of the town.*

Only two standing structures apparently remain from the original town. One is located at the northeast corner of Someruelos and Estrada Streets. It is located on lots sold in 1814 by George I. F. Clarke, the Spanish surveyor general, Pedro Ponce. Another member of the Ponce family, Francisco, sold the house in 1842 to John Villalonga. The second is located on Estrada Street south of the plaza and the Catholic church lot. It was granted to Domingo Estacholy sometime prior to 1814 to build a dwelling house. Estacholy was a sergeant in the militia company stationed at Fernandina.*

The site of the original Town of Fernandina possesses proven and potential archaeological significance. It has been the site of prehistoric occupation and subsequent historic period occupation possibly dating from the sixteenth century. It has potential for yielding information about aboriginal, mission, and military sites dating from the first Spanish period (1565-1763) and plantation and other sites dating from the British period (1764-1783). It has already yielded considerable information about a significant Spanish period fortification. It has been the location of several sites which have been recorded in the Florida Master Site File. It has documentable links with the second Spanish period (1784-1821), some of which are potentially of national significance.

The original Town of Fernandina, or Old Town, is also significant in the area of exploration/settlement. It has been occupied for various periods of time since the late 17th century. Its occupants have included Yamassee Indians, possibly Franciscan missionaries, British and Spanish soldiers, and British planters. It is the site of the Spanish town of Fernandina. It is one of only three Spanish towns founded within the present geographic limits of

Florida and the only one of the three for which the original plan is known to exist. In all likelihood, it contains some of the relatively few extant colonial buildings in the state. It is also the last Spanish town founded within the present limits of the United States and possibly the last one founded in the western hemisphere.

Furthermore, Old Town has significance in the area of community planning. It is a good example of a Spanish town plan. Spanish towns in the New World have long been recognized by historians as significant. Old Town embodies significant features of Spanish towns through its grid-iron layout, its orientation, its central plaza, and the regularity of its streets, blocks and lots.

Old Town has military significance as well. It has been the site of Spanish and British sentry posts, barracks and block houses. During the second Spanish period, it was the site of numerous fortifications, the most important of which was Ft. San Carlos.

10. GEOGRAPHICAL DATA

Verbal Boundary Description

The original town of Fernandina is located at the north end of Amelia Island, on a small peninsula. Its boundaries are marked by the Amelia River on the east, the marshes of Egans Creek on the north, the Creek and the extent of the original town plan on the east and a marshland on the south.

The boundaries of the site are justified by natural and manmade features. The peninsula on which the town site is located has been subject to extensive historic and prehistoric habitation. The habitation has been limited by the natural barriers formed by the Amelia River, Egans Creek and the marshland to the south. The boundary is further defined by a survey line extending along the southern edge of Garden Street. The line runs from the Amelia River to 12th Street and marks the southern boundary of the original town. On the east the boundary is marked by 12th Street. The eastern boundary runs from the aforesaid survey line along the western edge of 12th Street to Egan's Creek.

914 Someruelos	10	5
920 Someruelos	30	9, 10
710 San Fernando	1	7
712 San Fernando	1	5
715 San Fernando	17	5
801 San Fernando	6	10, 13, 14
808 San Fernando	5	7
816 San Fernando	5	1, 2
910 San Fernando	8	5, 7
816 Ladies	6	5, 7
902 Ladies	7	9, 11, 12
914 White St.	9	7
916 White St.	9	9
917 White St.	8	8
P. O. Box 44B/ White St. (900 Block)	8	13, 14
P. O. Box 44A/ White St. (900 Block)	9	11, 12
1011 White St.	12	6
1119 White	15	6, 8
1200 Block White St./ trailer park	23	1-10

OLD TOWN

The following standing structures are located within the boundaries of the site of the original town of Fernandina. They are considered non-contributing elements because they were constructed after the period of significant development of the site. Two buildings, 16 Estrada Street and 819 Someruelos, appear to have been constructed within the aforementioned period but have lost the integrity of their original design and materials and are therefore considered non-contributing. All block and lots are located in the subdivision known as the City of Fernandina.

ADDRESS	BLOCK	LOT
406 Commandante	12	10, 11
16 Estrada	2	3
18 Estrada	2	4
106 Estrada	3	11, 12
212 Estrada	4	9-11, 13
P. O. Box 76/400 Block Estrada	6	11, 12
P. O. Box 9/ 400 Block Estrada	17	1, 2
819 Someruelos	4	12, 14
804 Someruelos	4	8
808 Someruelos	4	6
902 Someruelos	10	11, 12
906 Someruelos	10	9
910 Someruelos	10	7
911 Someruelos	9	3, 4

7. SUMMARY OF PRESENT AND ORIGINAL PHYSICAL APPEARANCE

The original town of Fernandina is the site of a Spanish town laid out in 1811. Previously it had been occupied by aboriginal groups dating back as far as 1000 B. C.. Within the historic period, in addition to the town site, it has been the location of a Yamassee Indian village, possibly the Santa Maria Mission site, first Spanish and British period military sites, the Egmont Plantation, Ft. San Carlos and several additional military sites. Although certain areas of the town site have been disturbed, previous excavation and surface collection have yielded numerous artifacts associated with the aforementioned sites plus stratigraphic data. In addition, the original plan of the town remains essentially unchanged since 1811. It currently is located within the context of an urban residential area, occupied by buildings dating largely from the late nineteenth and early twentieth centuries.

TEXT SUPPORTING PRESENT AND ORIGINAL PHYSICAL APPEARANCE

The original town of Fernandina is located at the north end of Amelia Island, on a small peninsula. Its boundaries are marked by the Amelia River on the east, the marshes of Egans Creek on the north, the Creek and the extent of the original town plan on the east and a marshland on the south. It encompasses an area of nearly fifty acres.

City blocks 1 through 13 are part of the original plan of Fernandina. A square plaza, which was later to become the site of Fort San Carlos constructed c. 1814, is located between blocks 1 and 2. The blocks were laid out in alternating rows of squares and rectangles. The square blocks are 186.4 feet to a side. The rectangular blocks are 186.4 feet wide by 233.0 feet long. Contained within each block is a series of square and rectangular lots, all with a 46.6-foot frontage.

The original town extended beyond the thirteen block area, particularly to the east. Settlement was largely limited to the aforementioned area, but there were some lots granted for houses in blocks sixteen, seventeen and twenty-one. The additional blocks were formally laid out some time after 1811. The original plan was resurveyed during the 1850's when the new town of Fernandina, located some distance to the south, was laid out. Other significant sites outside the thirteen block area included a

blockhouse at the northern extension of Commandant Street beyond Ladies Street and a second blockhouse south of Someruelos Street between New and Town Gate Streets. Other noteworthy structures were the barracks, located at block six, lot two and three, the commandant's house at block two; and the hospital at block seven, lots three and four. A review of the 1884 Bird's Eye View Map of Fernandina indicates that few buildings extant at that time remain standing. In all probability, with the exception of a house at Estrada and a two building complex at the northeast corner of Estrada and Someruelos, no standing structures remain from the second Spanish period.

Nonetheless, vestiges of Fernandina's structural past can still be found above surface. For example, at the northeast corner of White and Amelia Streets the remains of tabby masonry piers and a fireplace footing still stand. A cistern is located adjacent to the tabby remains. A cellar on Estrada Street was dated to the first Spanish period based on fragments of olive jars uncovered there.²

More obscure, but just as important, are the sites where physical features once stood. Nothing remained of Fort San Carlos above ground in the during the 1950's and 1960's, but a wealth of information lay below the surface. In 1951 and 1963 extensive excavations were conducted by professional archaeologists from the Florida Board of Parks and Historic Memorials and the Florida State University at the Fort San Carlos site. The excavations unearthed numerous artifacts and located the palisades and entrance gate to the fort.³ It appears that the fort site is only a part of a much larger archaeological site that encompasses the limits of Old Town. Limited survey indicates that nearly all of Old Town is built on an Indian village. Oyster shell and pot shards are scattered over the entire town site. The heaviest concentration are at the plaza lot where the bluff meets the river, near the site of Fort San Carlos.⁴ Surface collection in areas disturbed by earth-moving activity resulted in the recovery of a porcelain tea cup handle, a United States military button, six shards of olive green glass, a wine bottleneck, a piece of a creamware bowl, and a shard of green feather-edged pearlware. Most of the artifacts recovered at the Fort San Carlos site dated from the early nineteenth century.⁵

Aboriginal ceramics have also been identified on the surface at several locations (St. Johns check stamped and sand tempered plain). The presence of aboriginal ceramics can be attributed to the use of the extensive shell middens to level lots and pave streets in the area. Indian burials

were found near the site of the Old Town Gate, although the archaeological integrity of that area has been largely destroyed by the construction of a trailor park.*

There have been numerous other disturbances to the site. They consist primarily of drains constructed for late nineteenth century buildings. In addition, an asphalt paved road passes through the eastern portion of the site near the aforementioned trailor park. Some amateur pot hunting and earth moving has also occurred in certain areas. On the positive side, none of the original roads of Fernandina have been paved, although they are improved and routinely graded. Furthermore, building foundations have generally been raised piers, composed of tabby, brick or wood materials.

The boundaries of the site are justified by natural and manmade features. The peninsula on which the town site is located have been subject to extensive historic and prehistoric habitation. The habitation has been limited by the natural barriers formed by the Amelia River, Egans Creek and the marshland to the south. The eastern and part of the southern boundary are defined by the limits of the original town.

NOTES

*Works Progress Administration, Seeing Fernandina, A Guide to the City and Its Industries, (Fernandina, 1940), pp. 67-76

*Thomas Scofield, personal communication with Paul L. Weaver, June, 1985.

*Hale G. Smith and Ripley P. Bullen, Fort San Carlos, Vol. 14, Notes in Anthropology, (Tallahassee, 1971), p. 2.

*Florida Master Site File, 8NA10

*Smith and Bullen, pp. 60-73.

*Florida Master Site File, 8NA10, 8NA12

8 SIGNIFICANCE

NAZET

PERIOD		AREAS OF SIGNIFICANCE -- CHECK AND JUSTIFY BELOW			
☐ PREHISTORIC	☒ ARCHEOLOGY-PREHISTORIC	☒ COMMUNITY PLANNING	☐ LANDSCAPE ARCHITECTURE	☐ RELIGION	
☐ 1400-1499	☐ ARCHEOLOGY-HISTORIC	☐ CONSERVATION	☐ LAW	☐ SCIENCE	
☐ 1500-1599	☐ AGRICULTURE	☐ ECONOMICS	☐ LITERATURE	☐ SCULPTURE	
☒ 1600-1699	☐ ARCHITECTURE	☐ EDUCATION	☒ MILITARY	☐ SOCIAL/HUMANITARIAN	
☒ 1700-1799	☐ ART	☐ ENGINEERING	☐ MUSIC	☐ THEATER	
☒ 1800-1899	☐ COMMERCE	☒ EXPLORATION/SETTLEMENT	☐ PHILOSOPHY	☐ TRANSPORTATION	
☐ 1900-	☐ COMMUNICATIONS	☐ INDUSTRY	☐ POLITICS/GOVERNMENT	☐ OTHER (SPECIFY)	
		☐ INVENTION			

SPECIFIC DATES	C. 1675-1821	BUILDER/ARCHITECT	GEORGE I. F. CLARKE/SURVEYOR
----------------	--------------	-------------------	------------------------------

SUMMARY OF STATEMENT OF SIGNIFICANCE

(SEE CONTINUATION SHEET)

TEXT SUPPORTING SUMMARY OF STATEMENT OF SIGNIFICANCE

(SEE CONTINUATION SHEET)

SUMMARY STATEMENT OF SIGNIFICANCE

The site of the original Town of Fernandina fulfills criteria A, B, and D for listing in the National Register of Historic Places. It has national significance in the areas of archeology-historic, community planning, exploration/settlement, and military. During the first Spanish period of the history of Florida (1565-1763) it was the site of a Yamassee Indian village, possibly a Spanish mission and a sentry post. Subsequently, it was the site of a British fortification. During the British period (1764-1783) it was the site of the Egmont Plantation. Finally, during the second Spanish period (1784-1821) it was the site of a number of military fortifications and the original Town of Fernandina, the last Spanish town laid out in North America. It is associated with individuals and events significant in the aforementioned areas. Furthermore, it has yielded and is likely to yield information significant to our understanding of the Spanish and British colonial presence in North America.

TEXT SUPPORTING STATEMENT OF SIGNIFICANCE

A nationally significant site potentially associated with Old Town is the Franciscan mission of Santa Maria. Franciscan missionairies were among the first Europeans to explore and settle much of what today is the Southeastern United States. One of the Franciscan missions, Santa Maria, was located on Amelia Island. It existed there from the final years of the sixteenth century until the beginning of the eighteenth. It was initially a minor mission like others on Cumberland, Sapelo, and St. Catherine Islands, all of which served the principal mainland mission, Santa Maria de Sena [St. Marys, Georgial]. In order to protect the priests at Santa Maria the Spanish stationed a small garrison there.¹

The site of the Santa Maria mission is still subject to debate. It has been theorized that the mission was at one time located at Old Town, near the site of the Plaza Lot.² Old Town was an advantageous site because of its natural port, its location on high ground, and its proximity to the principal mission of Santa Maria de Sena.

The documentary evidence supporting the theory is the famous letter of Bishop Calderon to the Queen of Spain. Using the Spanish league of 2.63 miles, Calderon placed the

NA-38

mission 6 leagues north of the Mission at San Juan del Puerto on Ft. George Island or the approximate location of Old Town.³ But Pedro de Arcos' 1675 list of Spanish missions places it on the Harrison Plantation site farther south on Amelia Island. Arcos places a Mocama village populated by sixty, pagan Yamassee Indians at Old Town. Proceeding south he described two additional villages and a second location of the Santa Maria mission. The first village was that of the cacique Ocotoque at Jackson Creek, one league from Mocama. Its inhabitants were forty men, women, and children, all pagans. The second village was La Tama. It was located two leagues beyond the one at Jackson Creek in the vicinity of present-day Amelia City. Its inhabitants numbered fifty, all of whom again were pagans. The Santa Maria mission was one-half league from La Tama, on the site of the Harrison Plantation. Its inhabitants were also pagan and included approximately forty men, women, and children.⁴

As a result of the expanding English Colonies to the north, the mission may have been moved from Old Town to the Harrison Plantation sometime during the latter part of the seventeenth century.⁵ The expansion apparently caused a change in function of the mission and, because of its strategic location, increased its importance as part of the Spanish defense system. It caused the abandonment of the Province of Guale by the Spanish and the resettlement of three mission villages located there. The three transplanted missions were Santa Maria at Amelia Island, San Juan del Puerto at Ft. George Island, and Santa Cruz near St. Augustine. The Indians residing at the Santa Maria mission were from the abandoned mission at St. Catherines Island, Georgia.⁶

There were several logical reasons for relocating the mission from Old Town to the Harrison Plantation. First, as described by Calderon and Arcos, the Old Town site was, in all likelihood, already occupied by other Indians. Second, the latter location has richer soil than the Old Town site. Therefore, it would be better able to sustain the increased population resulting from the influx of refugees from Guale. Third, the Harrison Plantation site was a better strategic location. Its distance from the British/Spanish frontier along the St. Mary's River provided a buffer against a surprise attack. Furthermore, it was closer to St. Augustine and thus in a better position for water communication with the capital of Spanish Florida.

A description of the mission and the northern end of Amelia Island resulted by chance from a storm in 1696. The

storm shipwrecked a party of Quakers on their way to Philadelphia from the Bahamas. Jonathan Dickinson's Journal is an account of their overland journey through much of Spanish Florida and English Carolina. The journal places the mission at the Harrison plantation site, but it also describes the area later known as Fernandina and now known as Old Town. Dickinson referred to the mission as St. Marys, as the whole island was called St. Marys or Santa Maria at that time.'

Dickinson's description of the mission and Indian towns on Amelia Island matches exactly that of Arcos made twenty-one years before. From Santa Maria Dickinson proceeded to St. Phillips (Amelia City). He passed the Indian town of Sappataw, at Jackson Creek, two to three leagues to the north, on the way to a sentinel's house, an additional league to the north, probably at the site of Old Town. His description of the sentinel's house is the first documentation of military activity at Old Town. From a military point of view, Old Town was an ideal location for a sentinel post or fortification. It was on high ground, had a commanding view of the Amelia and St. Mary's Rivers and was surrounded by water on three sides with only a land approach from the east.*

Not long after Jonathan Dickinson visited the Santa Maria mission, catastrophe struck Amelia Island. In 1702, the English, led by Governor James Moore of South Carolina, ravaged the countryside north of St. Augustine, and succeeded in destroying most of the Spanish missions. Only the walls of the Castillo de San Marcos at St. Augustine prevented the English from driving the Spanish completely out of Florida. The three Gule missions which had been transplanted southward, Santa Maria on Amelia Island, San Juan del Puerto on Ft. George Island, and Santa Cruz near St. Augustine, were entirely destroyed.*

The precise location or locations of the Santa Maria mission are still undocumented. It must be remembered that mission buildings were fragile structures, constructed generally of palm or wattle and daub with thatched roofs.** Given the harsh climate of Florida, the general absence of masonry building materials, the periodic rebellions and wars, and the duration of their existence, it is clear that mission buildings were routinely destroyed or replaced and that the missions themselves were frequently relocated. Much research, both historical and archaeological, remains before the location of the Santa Maria mission can be pinpointed and its character can be fully understood. Old Town remains a potential early site of the mission based on

archaeological survey and excavation and historical research.

In 1736, Governor Oglethorpe of Georgia and the Governor Francisco del Moral Sanchez of Florida signed a treaty delineating Amelia Island as the southernmost possession of British North America. Thereafter, Oglethorpe stationed sixteen men and a sergeant's guard on the Island. They numbered with their families about forty persons. The small settlement was protected by a palisade fortification and a battery of several guns.¹⁰

An anonymous correspondent in 1741 left an account of the British on Amelia Island. He identified them as the Trust Highland Servants, who operated scout boats from the island. He said they had developed a plantation and raised enough corn to sustain themselves year round. He mentioned that they maintained a fort, manned by a sergeant's guard. He also mentioned a fortified lookout post and battery, possibly located at the Plaza lot at Old Town. ¹¹ In their 1971 report about the excavation of Ft. San Carlos, archaeologists Hale Smith and Ripley Bullen proposed that the British lookout was located on the site of the Plaza Lot.¹²

As a result of the Treaty of Paris, signed in 1763, Great Britain returned Havana to Spain in exchange Florida. Florida was divided into east and west, with East Florida containing the greater portion of the peninsula (the St. Marys River served as the northern limit). Amelia Island was placed in the jurisdiction of the new province of East Florida.

During the British period, John Perceval, the Second Earl of Egmont, acquired Amelia Island. The Earl of Egmont, as First Lord of the Admiralty, used his influence to acquire over 65,500 acres of land in Florida and 122,000 acres in Nova Scotia. After resigning the Admiralty in 1766, Egmont began developing his East Florida lands. Governor James Grant awarded Egmont 10,000 acres on Amelia Island. Previously, the island had been reserved for Bermudan settlers who were given free passage and five pounds sterling as an inducement to settle the island. John Savage of Charlestown began the plan in 1764, but by 1770, when Egmont decided to move all his slaves and equipment from a tract along St. Johns River to Amelia Island, there were only a few Bermudans left to be bought out.¹³

Egmont sent Stephen Egan, for whom Egan's Creek was eventually named, to establish a plantation. Although Egmont died in 1770, his heirs continued supporting Egan and

within a few years the plantation, located on the north end of the Island, was successfully producing indigo for export to London. In 1774, Egan shipped 2,095 pounds of Indigo. That same year, the famous naturalist, William Bartram, who was then travelling through the southern colonies, visited the plantation. In mid-April 1774, Bartram arrived at the north end of Amelia Island:

After walking through a spacious forest of live oaks and Palms, and crossing a creek that ran through a narrow salt marsh, I and my fellow traveller arrived safe at the plantation, where the agent, Mr. Egan, received us very politely and hospitably. This gentleman is a very intelligent and able planter, having already greatly improved the estate, particularly in the cultivation of indigo. Great part of this island consists of excellent hommocky land, which is the soil this plant delights in, as well as cotton, corn, batatas, and almost every other esculent vegetable...On Egmont estate are several very large Indian tumuli, which are called Ogeeche mounts."¹⁴

Several maps dating from the British period illustrate the development of the northern end of Amelia Island at that time. One is a chart drawn by Captain W. Fuller in November, 1769. It shows a plat of Old Town and includes the Plaza Lot. The site is labelled "New Settlements and New Town laid out in Streets 66 Feet wide and Building lots 66 by 132 Feet Each." The map also shows a causeway leading north from the plat to a bluff "within 15 yards of which Ships of 300 Tons can lie and deliver their Goods."¹⁵

In 1770, the Surveyor-General of the Southern Colonies, William Gerard de Brahm, published his survey which included Amelia Island. At the site of Old Town de Brahm showed a north-south oriented plat and labeled it "Egmont Town". De Brahm described the town as having been laid out that year by the Earl of Egmont."¹⁶

At the end of the American Revolution, Great Britain returned both Floridas to Spain, thereby leaving homeless many Loyalists who had escaped to British Florida. Eventually, most went to the Bahamas or to England. Others returned to their lands in the United States. The embarkation point for those leaving East Florida was the St. Marys River from Old Town, which overlooked what was then called Amelia Harbor."¹⁷

During the second Spanish period (1784-1821), the town

of Fernandina was established, plantations developed throughout the Amelia Island, contraband trade with the United States flourished, and two private adventurers occupied the town. The history of Fernandina during this period is perhaps as fascinating as that of any other within the present limits of the United States.

Emulating the British, the Spanish crown adopted liberal immigration and land policies in order to encourage development of the island and other areas of East Florida. Timbering and the naval stores industry, which had declined at the end of the British period, were important components of the economy of Amelia Island and the surrounding area. The Spanish governors conceded a number of large sawmill grants, and cartographic sources provide evidence of several mill sites and areas where large scale timbering occurred.¹⁸ They also conceded grants for agricultural usage. As a result numerous plantations of modest size developed on Amelia Island, including the limits of the present City of Fernandina Beach. An oath of loyalty to the Spanish government was the only requirement for land ownership. Furthermore, contrary to official royal policy elsewhere in the Spanish empire, the crown permitted non-Catholics to settle in East Florida.¹⁹

Among those who remained on Amelia Island, after the departure of the British, was Maria Mattair. Mrs. Mattair, whose maiden name was Green, was a widow, originally from Pensacola. According to testimony given in 1807 by Juan Paredes, a Spanish resident of the area, she was farming the Plaza Lot at Old Town in 1784. She is the first occupant yet documented of the Old Town site during the second Spanish period. In 1789 she swore an oath of allegiance to the Spanish crown and became a Spanish subject. At that time she was forty-three years old and was described as being a protestant. She had two children, Luis, sixteen and Maria, thirteen. She had modest farm which included three head of cattle, two horses and nine pigs. She lived with Guillermo (William) Youngblood, twenty years her junior.²⁰

In 1788 Maria Mattair exchanged her holdings at Old Town for a land grant called El Naranjal, and an army encampment was established at the site of the Plaza Lot.²¹ Between 1784 and 1787 the Spanish maintained a military storehouse on Amelia Island, probably at or near the Old Town site. The military complex associated with the storehouse, included houses for the officers and enlisted men. The houses were in very poor condition, indicating they were probably not recently constructed. They perhaps remained from the Egmont Plantation. The encampment

established in 1788 was definitely at Old Town. It included a well, possibly the one uncovered by Ripley Bullen and Hale Smith during their excavation of Old Town in 1963. It also included a substantial guardhouse. The guardhouse had chimneys and tabby floors. It was constructed by mason Roberto McMahon and two black helpers from St. Augustine.**

In 1794 the Spanish withdrew from the post at Old Town and transferred the detachment there to San Vicente Ferrer, a post at St. Johns Bluff on the St. Johns River. In 1796 a new governor, Enrique White, sought to re-establish the St. Marys River as the northernmost point of defense in Spanish East Florida. That year he ordered the guardhouse rebuilt at the Plaza Lot and a battery constructed there by 1801.**

The policies of President Thomas Jefferson produced the most historically significant period in the history of Fernandina. In 1807, Jefferson closed American ports to foreign shipping and the next year outlawed the slave trade. The natural harbor at the northern end of Amelia Island, situated at the United States border, became the principal port of exchange for goods entering and leaving the United States. The Spanish saw the trade embargo as an opportunity to bring badly needed revenue to the province. They freely allowed the contraband trade to go on, collecting customs duties in the process. Fernandina, known prior to 1811 as the Amelia Island Post, was the focal point of the trade. Despite its economic importance, from 1807 until 1812, only the small battery constructed prior to 1801 defended the town.**

James Forbes, the son of a British East Florida minister, described Fernandina before the boom resulting from the trade embargo:

Previous to this it [Fernandina] had but a few huts erected about a mile south from the point on the west side. Formerly it was remarkable only for some wells dug by the English, for the purpose of supplying their cruizers with water; which, however, they preferred taking from the St. Marys River, when convenient.**

In contrast, another observer described Fernandina after the boom:

Vessels crowded the harbor for miles, flags of many nations floated in the breeze; bales of cotton were piled up in the streets, stores and warehouses were filled to the utmost capacity with merchandise.

The port was the theatre of illicit trade and the resort of smugglers...Even females carried on such traffic...I remember seeing Russians and Swedes, French and Germans in the streets.*6

Between 1807 and 1811 the town grew organically. In December, 1810 Governor Enrique White named the town and ordered it laid out and organized around a classical Spanish grid plan. Following White's orders, George I. F. Clarke, the Spanish surveyor for the St. Mary's District, laid out the town of Fernandina in 1811.*7

The original town of Fernandina is nationally significant as the last town founded by the Spanish in North America. Furthermore, it is possibly the last Spanish town established in the western hemisphere, apart from perhaps Cuba and Puerto Rico. Historians of Spanish town planning previously credited Los Angeles, California, founded in 1781, with being the last town in North America layed out by the Spanish. Documentation recently uncovered in the East Florida Papers, however, clearly establishes that a plan for Fernandina was prepared and implemented in 1811, nearly thirty years later. Beginning January 1, 1811 the town was known as Fernandina in honor of Ferdinand VII, the King of Spain at that time.*8

Beyond its association with an important historical event, the Town of Fernandina is significant in the area of town planning. Spanish towns in the New World have long been recognized as significant to urban history. To a far greater degree than any other colonial power in the New World, the Spanish followed a system of land settlement and town planning formalized in written rules and regulations. In contrast to the more organic English system, their towns were uniform and centrally planned. From Florida to northern California there extends an area once subject to Spanish rule. Within the area are vestiges of Spanish town plans including the one at Fernandina.*9

The Spanish first founded towns on the island of Santo Domingo during the late 15th century. Colombus and other early discoverers and colonizers received only general instructions from the crown regarding the location and layout of new towns. In subsequent years, however, the instructions became more precise. The crown began asserting greater control over colonial affairs, including town planning. By 1513 it had developed a body of town planning and experience and principles.*10

The principles of Spanish town planning followed specific

criteria. High land was preferred over swampy areas. The site of the town needed to be accesible for shipping and receiving goods. If inland, it should be on a river. It should have access to a source of good water and be close to arable land and a source of fuel and timber. With the criteria in mind, town founders followed a very specific plan. As described in an early document, "If not started with form, they (the new towns) will never attain it."¹

As Spain extended its rule into increasingly larger areas, individual orders and instructions for the settlement and administration of new towns became redundant. In 1573 the Laws of the Indies established uniform standards for colonial administration, including procedures for planning new towns. They representated a codification of principles of town planning which had become fairly standardized some years earlier.²

There were more than three dozen specifications set forth in the Laws of the Indies. One was that the plan was to be decided upon before any construction, and it was to be ample in scope to allow for future growth. Sufficient space was to be allowed so that if the town grew, it could do so in a symetrical fashion. Another identifying feature of Spanish-American town plan was the plaza. For coastal towns, the regulations prescribed a location for the plaza near the shore and for inland cities in the center of the town. The length of the plaza was to be at least one and a half times its width. Maximum and minimum dimensions for the plaza were also set forth. Another distinctive feature of the Spanish town plan were streets running parallel and perpendicular to the central plaza. The resulting pattern took the form of a gridiron or checkerboard with straight streets intersecting at right angles.³

The regulations also provided precise guidelines for the location of the important buildings of the town. The main church of a coastal city was to face on the plaza and set near the harbor. Other sites around the plaza were to be assigned for the town hall, the customs house, arsenal, a hospital and other public buildings. The remaining lots around the plaza were provided for shops and dwellings for merchants.⁴

The Laws of the Indies regarding town planning remained virtually unchanged during the entire period of Spanish rule in the Western Hemisphere. Even beyond that time they influenced the plans of towns laid out by the Mexican government in North America. Literally hundreds of towns in the Western Hemisphere were planned in conformity with the

Laws--a phenomenon unique in modern history.'5

The plan of Fernandina is a good example of Spanish plans for coastal towns. It is sited on high ground for defensive purposes and to avoid flooding. Its most characteristic feature is the plaza, oriented, as in St. Augustine and all other port towns or cities, toward the water. Around the plaza were lots reserved for the church, the Spanish commandants house, the customs house, and important commercial buildings. Interestingly, a Catholic church, though not constructed during the second Spanish period, occupied the lot reserved for it under the plan until it was razed during the early twentieth century. Beyond the plaza were blocks reserved for residential usage.'6

Another characteristic of the Fernandina town plan is the regularity of its lots, blocks and streets. The lots are either square or rectangular and the blocks are square. The streets are all rectilinear and meet at right angles. The regularity of the town plan contrasts sharply with the highly irregular natural features of the site of Old Town. Furthermore, the plan of Fernandina contrasts greatly with the plan of English colonial towns which were generally laid out using a meads and bounds survey system. The latter towns were consequently highly irregular and organic rather than centrally planned.'7

Following the administration of Thomas Jefferson, the next president of the United States, James Madison, had a much more direct affect on Fernandina. In January, 1811, Congress passed a secret act empowering the president to expel by force any foreign intruder that might occupy Spanish Florida. The act was used two years later to justify the landing of American troops on Amelia Island. But the events of 1812 which led to the brief American occupation seem to have merited extraordinary action. Acting under secret orders from President Madison, General George Matthews of Georgia, recruited a small force of American "patriots," who on March 17, 1812 made their way down the coast and landed on the north end of Amelia Island. Only the small Spanish garrison at Old Town was then on the island. It is possible that the Spanish could have held out against the attacking "patriots" but just off Amelia Island were five American gunboats and two U. S. sloops of war with their guns trained on Fernandina. The Spanish commander, Justo Lopez, attempted to surrender to the U. S. Navy but the commander, not wanting to admit American complaisance in the assault, refused. The next day Lopez surrendered to Matthews' "patriots".

The vulnerability of the Spanish garrison at that time is documented in a letter by G. I. F. Clarke, surveyor and resident of Fernandina, written just two days after the attack:

Our forces consisted, at the last moment of time, of about fifty firelocks...and a few pistols and swords...We had covered the front of the garrison with breast works of bales of Cotton, and at the neck that forms in McClure's field in our rear, where we expected the Rebel attack, we threw up two small intrenchments, and crowned them with bales of cotton.³⁸

The Patriot troops remained on Amelia Island for fourteen months until May 15, 1813. Upon their departure, the Spanish immediately reoccupied Fernandina. The need for a strengthened garrison evident after the fiasco of 1812. In 1814, the Spanish began constructing Ft. San Carlos, facing the Amelia River, on the western side of the plaza lot at Old Town. Ft. San Carlos appears to have had a semi-circular or semi-octagonal plan. Its walls consisted of earthenworks and palisades. According to a descriptive plan of the fort, its walls supported a terreplein eight feet above ground and four feet wide. It contained a number of buildings and structures. On its west side were five buildings: a storehouse, houses for the commandant, his adjutant, and the doctor, and one whose description is eligible. Along its north and south sides were barracks for the enlisted men. It had four long Spanish 16-pound cannons, probably atop the west terreplein on the side facing the Amelia River, and five 4-pounders and a 6-pound carronade, probably located on the south terreplein. On the east side was a well, almost certainly the one located by Hale Smith and Ripley Bullen during their excavation of the site in 1963.³⁹

An account of the physical layout of Fernandina and Ft. San Carlos appeared in the Niles Register in 1817. It described the town as being situated on a peninsular or neck of land, the narrowest part of which was about two hundred and fifty yards wide. It was defended by a strong picket and two block houses which enclosed the whole town. On the side next to the harbor was Fort San Carlos. It was well picketed and mounted eight cannon. The cannon commanded the anchorage and had a range as far as the middle line of the waters or boundary of the United States.⁴⁰

During the early months of 1817, an observer described the Town of Fernandina as having about forty wooden houses.

Several of the houses, he said, were two stories in height, with galleries, and had a handsome experience. He mentioned six streets, regularly intersecting each other at right angles and lined with rows of trees (Pride of India), and the plaza, with Ft. San Carlos fronting the water.*1

After the construction of Ft. San Carlos the Town of Fernandina was much better fortified in 1817 than it had been in 1812. But on June 29 of that year another invading force descended upon Fernandina. Styling himself Brigadier General of the Armies of the United Provinces of New Granada and Venezuela, and General-in-Chief of that destined to emancipate the provinces of both Floridas, under the commission of the Supreme Government of Mexico and South America, a Scot adventurer, Gregor MacGregor landed a force of only fifty-five men on the north end of Amelia Island. MacGregor had prepared well for the assault. An emissary from Savannah who had arrived at Fernandina previous to the assault convinced the Spanish commandant, Fransisco Morales, that a much larger force was on its way. Upon MacGregor's arrival, Morales struck the Spanish flag, and MacGregor hoisted the Green Cross of Florida over Fort San Carlos.*2

MacGregor's plan was to take St. Augustine, but whatever element of surprise he might have had was squandered by procrastination at Fernandina. MacGregor appears to have enjoyed administration as much as conquest. He established a post office, brought in a printing press, and levied duties on the cargoes of ships. Jared Irwin, a former United States Congressman from Pennsylvania, was appointed Chief of the Amelia Treasury and in August a former high-sheriff of New York, Ruggles Hubbard, joined this strange group of adventurers. By then, however, MacGregor's position had become precarious. Spanish troops and militia were massing in St. Augustine, preparing for a counterattack. On September 4, 1817, just two months after his arrival, MacGregor slipped quietly from Fernandina Harbor, leaving Jared Irwin in command.*3

A description of the town during the Macgregor occupation was given in the Savannah Republican newspaper for July 26, 1817. Egan's Creek and marsh on the north and east and a marsh south of the town made the location a peninsula with a narrow neck at the southeast. The road entered the town at that point. From marsh to marsh across the neck there was a strong picket, and the entrance was protected by a small block-house mounting two 4-pound cannon. Another block-house, recently built, flanked the town and mounted one 4-pound cannon.*4

On September 12, Spanish troops from St. Augustine and local militia from the northern division of East Florida met at the Harrison plantation at the south end of Amelia Island. The Spanish assaulted Fernandina, bombarding the town from atop McClure's Hill and from gun boats in the Amelia River. The Spanish panicked, however, and retreated when a shell from Irwin's battery in town landed among them at their position behind McClure's Hill. Later in 1817 another adventurer replaced MacGregor's regime at Fernandina.⁴⁵

Hearing of events on Amelia Island, French-born Luis Aury arrived at Fernandina on September 21, 1817 and proclaimed the island part of the Republic of Mexico. Aury replaced the Green Cross of Florida with the Mexican flag. He appointed himself Commander-in-Chief of all armed forces. Ruggles Hubbard became the civil governor, and Jared Irwin was elected president. A typed copy of a draft of the constitution for Fernandina is in the St. Augustine Historical Society. It appears that Aury too failed to muster enough men and supplies to make an assault on St. Augustine (or perhaps he never intended to), but like MacGregor before him Aury attempted to set up a legitimate government. In December, 1817, he printed the first newspaper in Fernandina. The paper was in Spanish and entitled El Telegrafo de las Floridas.⁴⁶

Despite his pretensions, there was little legality about Aury's regime. Privateers and pirates brought their cargoes to Fernandina to be sold and the illegal slave trade flourished. The United States government received numerous protests about the disorder along the Florida border. Finally, on December 23, 1817 U. S. troops landed on Amelia Island and reclaimed it on behalf of the King of Spain. Former residents returned, shops opened, and trade resumed under the impression that Fernandina would become a United States territory thereafter. Aury surrendered without a fight and U. S. troops remained on Amelia Island throughout 1818 and 1819. The United States continued to hold Fernandina for the Spanish until final ratification of the Adams-Onis Treaty of 1821. Fort San Carlos and the Plaza Lot then became American property, but the old fort was abandoned sometime between that time and 1847 when work on Fort Clinch was begun. A Civil War era drawing shows the Plaza Lot empty except for the remaining Spanish earthworks.⁴⁷

Based on historical research and field survey, little remains of Spanish town of Fernandina above surface. The town plan is the most obvious remnant. All the streets, blocks and lots retain the same configuration and dimensions

which they had when they were layed out by the Spanish in 1811. The streets retain their historic names. White and Estrada are named for Enrique White and Estrada, Governors of Florida during the second Spanish period. Someruelos is named for the Marques de Someruelos, Captain General of Cuba during the period. San Fernando is named for Ferdinand, the Spanish king who drove the moors from Seville, Spain and who serves as the patron saint of that enchanting city. Amalia is named for Amelia Island and Commandante for the Spanish commander. Jardin or Garden Street indicates the location of an area reserved for garden plots which were used to grow food crops for the sustenance of the community. Damas or Ladies Street possibly indicates an area set aside as the red light district of the town.**

Only two standing structures apparently remain from the original town. One is located at the northeast corner of Someruelos and Estrada Streets. It is located on lots sold in 1814 by George I. F. Clarke, the Spanish surveyor general, Pedro Ponce. Another member of the Ponce family, Francisco, sold the house in 1842 to John Villalonga. The second is located on Estrada Street south of the plaza and the Catholic church lot. It was granted to Domingo Estacholy sometime prior to 1814 to build a dwelling house. Estacholy was a sergeant in the militia company stationed at Fernandina.**

The site of the original Town of Fernandina possesses proven and potential archaeological significance. It has been the site of prehistoric occupation and subsequent historic period occupation possibly dating from the sixteenth century. It has potential for yielding information about aboriginal, mission, and military sites dating from the first Spanish period (1565-1763) and plantation and other sites dating from the British period (1764-1783). It has already yielded considerable information about a significant Spanish period fortification. It has been the location of several sites which have been recorded in the Florida Master Site File. It has documentable links with the second Spanish period (1784-1821), some of which are potentially of national significance.

The original Town of Fernandina, or Old Town, is also significant in the area of exploration/settlement. It has been occupied for various periods of time since the late 17th century. Its occupants have included Yamassee Indians, possibly Franciscan missionaries, British and Spanish soldiers, and British planters. It is the site of the Spanish town of Fernandina. It is one of only three Spanish towns founded within the present geographic limits of

Florida and the only one of the three for which the original plan is known to exist. In all likelihood, it contains some of the relatively few extant colonial buildings in the state. It is also the last Spanish town founded within the present limits of the United States and possibly the last one founded in the western hemisphere.

Furthermore, Old Town has significance in the area of community planning. It is a good example of a Spanish town plan. Spanish towns in the New World have long been recognized by historians as significant. Old Town embodies significant features of Spanish towns through its grid-iron layout, its orientation, its central plaza, and the regularity of its streets, blocks and lots.

Old Town has military significance as well. It has been the site of Spanish and British sentry posts, barracks and block houses. During the second Spanish period, it was the site of numerous fortifications, the most important of which was Ft. San Carlos.

AA 255

NOTES

¹John Tate Lanning, The Spanish Missions of Georgia, (Chapel Hill, 1935)), p. 6.

²Hale G. Smith and Ripley P. Bullen, Fort San Carlos, Vol. 14, Notes in Anthropology, (Tallahassee, 1971), p. 2-7.

³Mark F. Boyd, "Enumeration of Florida Spanish Missions in 1675. The Florida Historical Quarterly, Vol. 27, No. 2, (1948), pp. 183-184; Ripley P. Bullen and John W. Griffin, "An Archaeological Survey of Amelia Island, Florida." The Florida Anthropologist, Vol. V, Nos. 3-4, p. 60; Lucy B. Wenhold "A 17th Century Letter of Gariel Diaz Calderon, Bishop of Cuba, Describing the Indian Missions of Florida." Smithsonian Miscellaneous Collections, Vol. 95, No. 15, p. 10.

⁴Smith and Bullen, p. 3.

⁵Evangeline Walker Andrews and Charles McLean Address, eds. Jonathan Dickinson's Journal, (New Haven, 1961), p. 67.

⁶1691, Dec. 12 ST AGI 54-5-13/27 bnd 3043-A, Governor Quiroga to the Crown.

⁷Andrews and Address, Dickinson's Journal, p. 67.

⁸Smith and Bullen, p. 11.

⁹Herbert E. Bolton, Arredondo's Historical Proof of Spain's Title to Georgia, (Berkeley, 1925), pp. 59-60.

¹⁰Smith and Bullen, p. 8.

¹¹See Anonymous, An Impartial Enquiry into the State and Utility of the Province of Georgia, (London, 1741), p. 53, 67; Smith and Bullen, p. 9.

¹²Smith and Bullen, p.10.

¹³Daniel L. Schafer, "Plantation Development in British East Florida: A Case Study of the Earl of Egmont," (March, 1983.)

¹⁴Bartram, William. The Travels of William Bartram, Mark Van Doren, ed. (New York, 1928), pp. 63-64.

¹⁵Smith and Bullen, p. 11.

¹⁶Louis De Vorsey, Jr. ed. DeBrahm's Report of the General Survey in the Southern District of North America, (Columbia, 1971), p. 125.

¹⁷ibid.

¹⁸Tebeau, p. 101 in Deagan p. 63; see also map references recorded at U. of F.

¹⁹Helen Hornbeck Tanner, Zespedes in East Florida, 1784-1790, (Coral Gables, 1963), pp. 130-136; Janice Barton Miller, "Juan Nepomuceno de Quesada, Spanish Governor of East Florida, 1790-1795" Ph. D. dissertation, Florida State University (Tallahassee, 1974).

²⁰1789, November 24, East Florida Papers, Section 32, Reel 46 Bundle 120C10 Doc. 1789-273; 1793, December 21, EF R1 132 Bundle 298R9 Doc. 1793-4.

²¹1811, March 12 EF R1 126 Bundle 2890Z Doc. 1811-4.; Works Progress Administration, Spanish Land Grants in Florida (Tallahassee, 1940), p. 83.

²²See Spanish Land Grants, 3:90-92; Richard K. Murdoch, "France to the Rescue: An Episode of the Florida Border, 1797," Florida Historical Quarterly, XXX:2, (October, 1951), pp. 204-205.

²³Works Progress Administration, Spanish Land Grants, Prepared by the Historical Records Survey, 5 vols. (Tallahassee, 1940), 2:259.

²⁴Rembert Patrick, Florida Fiasco, (University of Georgia, 1954), p. 82.

²⁵James G. Forbes, Sketches of the Floridas, (New York, 1821; a facsimile reprint, Gainesville, 1964.) p. 74.

²⁶Susan L'Engle, Notes of My Family and Recollections of my Early Life, (New York, 1888), p. 47.

²⁷Jesse T. Mann, Fernandina: A City in Turmoil, 1863-88, M.A. Thesis, Florida State University, 1971. p. 74.

²⁸1810, December 12, EF R1 60, Bundle 146-C-12, Document 1810-545; John W. Reps, The Making of Urban America. A History of City Planning in the United States (Princeton, N. J., 1965), p. 26.

²²ibid.

²³Coleccion de documentos ineditos relativos al descubrimiento, conquista y colonizacion de las posesiones espanolas en America y Oceania, sacados, en su mayor parte, del Real Archivo de Indias, XXXI, 1879, 17-18, as quoted in by Dan Stanislawski, "Early Spanish Town Planning in the New World," The Geographical Review, XXXVII, January, 1947, p. 95.

²⁴ibid.

²⁵The plans of two settlements in Argentina, Mendoza in 1561 and San Juan de la Frontera in 1562, are virtually identical to later towns planned under the Laws of the Indies. The plans and more than three hundred others can be found in Planos de Ciudades Iberoamericanas y Filipinas Existentes en el Archivo de Indias, Madrid, 1951, I.

²⁶Zelia Nuttall, "The Hispanic American Historical Review, v, 1922, 249.

²⁷John W. Reps, The Making of Urban America. A History of City Planning in the United States (Princeton, N. J., 1965), p. 30.

²⁸ibid., p. 29.

²⁹WPA, Seeing Fernandina, pp. 67-76.

³⁰Reps, pp. 26-30.

³¹Patrick, p. 91; Letter from G. I. F. Clarke to O'Reilly, Florida Historical Quarterly, Vol. VII. pp. 90-95.

³²Clarke to O'Reilly, pp. 90-95.

³³Hubert Bruce Fuller, The Purchase of Florida, (Cleveland, 1906), p. 233.

³⁴Florida Historical Quarterly, Vol. XIX, No. 2, pp. 160-61.

³⁵T. Frederick Davis, "MacGregor's Invasion of Florida, 1817," Florida Historical Quarterly, Vol. VII, No. 1., p. 13, 22-24; Fuller, The Purchase of Florida, p. 233.

⁴³Davis, p. 12.

⁴⁴Ibid., p. 28.

⁴⁵Ibid., pp. 32-48.

⁴⁶Smith and Bullen, p. 31.

⁴⁷Helen Gordon Litrico, Centre St. Fernandina, (Fernandina, 1976), p. 4; Tebeau, p.112.

⁴⁸George I. F. Clarke, "Plano del Proyecto para el nuevo Pueblo de la Fernandina en la Ysla Amalia, el la Florida Oriental principiado en Mayo de 1811."

⁴⁹WPA, Seeing Fernandina, pp. 67-76, passim.; Nassau County Courthouse, Deed Records, Book A, p. 67; American State Papers, Vol. 4, pp. 153, 180.

BIBLIOGRAPHY

Published Sources

- Barrs, Burton. East Florida in the American Revolution. Jacksonville, Florida, 1932.
- Bartram, William. Travels Through North and South Carolina, Georgia, East and West Florida. London, 1792. A facsimile reprint with introduction by Gordon DeWolf. Savannah, 1973.
- Bartram, John. An Account of East Florida with a Journal. London, 1766.
- Benjamin, Samuel Green Wheeler. "The Sea Islands, 1978," Harper's Monthly (November, 1978), 839-861.
- Boyd, Mark F. "Enumeration of Florida Spanish Missions in 1675," Florida Historical Quarterly, Vol. 27, No. 2, pp.181-85.
- Bullen, Ripley P., and John W. Griffin. "An Archaeological Survey of Amelia Island, Florida," The Florida Anthropologist, Vol. V, Nos. 3-4, pp. 37-62. Gainesville, 1952.
- Carter, Clarence Edwin, ed. The Territorial Papers of the United States. vols, 22-26. The Territory of Florida. Washington, 1956-1962.
- Clarke, G.I.F. "The Surrender of Amelia," The Florida Historical Quarterly, vol. 4, No. 2 (October, 1925).
- Corbitt, D.C. "The Return of Spanish Rule to the St. Marys and the St. Johns, 1813-1821," Florida Historical Quarterly, XX, 1, (July, 1941), pp. 47-68.
- Davis, T. Frederick. "MacGregor's Invasion of Florida, 1817," The Florida Historical Quarterly, vol. 7, No. 1 (July, 1928).
- De Brahm, William Gerard. deBrahm's Report of the General Survey in the Southern District of North America. Columbia, South Carolina, 1971.
- Forbes, James Grant. Sketches, Historical and Topographical, of the Floridas; More Particularly of East Florida. New York, 1821. A facsimile reproduction of the 1821 edition with introduction by James W. Covington. Gainesville, 1964.

- Fuller, Hubert Bruce. The Purchase of Florida. Cleveland, 1906.
- Gannon, Michael V. The Cross in the Sand: The Early Catholic Church in Florida, 1513-1870. Gainesville, 1965.
- Historical Manuscripts Commission. Diary of the First Lord of Egmont (Viscount Percival). Manuscripts of the Earl of Egmont, Vol. II, 1734-1738. Savannah.
- Johannes, Jan H. Yesterday's Reflections: Nassau County, Florida: A Pictorial History. Callahan, Florida, 1976.
- Knight, Raymond D. "Fernandina," Jacksonville Historical Society Annual. Jacksonville, 1933-1934.
- Letter from Charles Millard Jr., Fernandina, Amelia Island, July 29, 1818. Florida Historical Quarterly. XXXX,
- Letter of Belton A. Copp to Sec. of State John Quincy Adams, in "The Patriot War, A Contemporaneous Letter," Florida Historical Quarterly. V, 3 (January, 1927), pp. 162-167.
- Letter of James Monroe, Sec. of State to George Matthews, April 4, 1812. Florida Historical Quarterly. VI, 4, (April, 1928), pp. 235-237.
- Litrico, Helen Gordon. Amelia Island Explored: Facts, Fables, Findings...Fishing and Sightseeing Guides. Amelia Island, Florida, 1973.
- Mowat, Charles Loch. East Florida as a British Province, 1763-1784. Berkely and Los Angeles, 1943.
- Patrick, Rembert W. Florida Fiasco: Rampant Rebels on the Florida-Georgia Frontier, 1810-1815. Athens, 1954.
- Siebert, Wilbur H. Loyalists in East Florida, 1774-1785. two vols. Deland, 1929.
- Smith, Hale G. and Ripley P. Bullen. Fort San Carlos. Notes in Anthropology, Vol. XIV. Tallahassee, 1971.
- Spanish Land Grants. Prepared by the Historical Records Survey. 5 vols. Tallahassee, 1940.
- Stork, William. Account of East Florida. London, 1766.
- Tanner, Helen Hornbeck. Zespedes in East Florida, 1784-1790. Coral Gables, 1963.

NA337
TePaske, John J. The Governorship of Spanish Florida, 1700-1763.
Durham, 1964.

Vignoles, Charles. Observations Upon the Floridas. New York,
1823.

Ward, James Robertson. Old Hickory's Town: An Illustrated
History of Jacksonville. Jacksonville, 1982.

Zendegui, Guillermo D. Ambuto de Marti. Havana, Cuba, 1953.

Unpublished Sources

Bogota. Archives Y Microfilms de la Academia Colombiana de
Historia. (documents relating to the information of the
Republic of the Floridas, November, 1817).

Campbell, R.S.S. Letters from Fernandina, March 9, 1811 and
January 31, 1812.

Coppinger, Jose. Deed of town lot to Jose Bergallo, St.
Augustine. September 10, 1816.

Cumberland Sound entrance and Fernandina Harbor 8 pp.

Davis, T. Frederick. "Florida Events of History." (typescript of
newspaper articles by Davis).

Fernandina, from 1811 until 1821. (n.p., n.d.) typescript.

Fernandina, Florida. Committee on Wharves and Docks. Report on
the titles and legal rights of the City of Fernandina,
Florida to its waterfrontage and landings, to its
waterfrontings and the city of Fernandina. 7 pp.

Kindelun y Oregan, Sebastian. Deed of town lot to Jose Gaunt.
St. Augustine, January 31, 1814.

Letters of Don Juan McQueen, 1791-1807, compiled for Georgia
Society of the Colonial Dames of American. Columbia, South
Carolina.

McConnell, Matilda, "A Sketch of Fernandina, Florida" (Corpus
Christi, Texas, 1880).

Pink, Helen Rosi. "Amelia Island: A Resource Unite for Teachers
in Secondary Schools." Gainesville, 1949.

Report of the Committee Appointed to frame the plane of
provisional Government for the Republic of Floridas.
Fernandina, December 9, 1817, first of the Independence of
Floridas. Original in George R. Fairbanks papers. Type
Copy in St. Augustine Historical Society Collection.

Maps

- 1770 DeBrahm, John Gerar William. "Plan of Amelia Island..."
- 1770 Ibid. "Plan of Nassau Inlet."
- 1770 Ibid. "Plan of St. Mary's Inlet."
- 1770 Jeffreys, Thomas. "A Plan of Amelia Island in East
Florida."
- 1800 Diaz, Pedro Barrio. "Plan of the Port of Santa Maria in
East Florida."
- 1809 Spain, Dirreccion de Hidrografia. "Boca y barra de Rio
Nassau."
- 1809 Ibid. "Boca y barra de Rio Santa Maria."
- 1811 Clark, George I.F. "Plano del Prohecto Para Nuevo Pueblo
de Fernandina."
- 1817 "Amelia Island, East Florida and Environs (Magregor's
Invasion)." Drawn in 1928 (?) by T. Hurd Hooker of
Jacksonville.
- 1847 Burr, David A. and Henry Washington. "Amelia Island."
- 1857 Fernandina to Cedar Key Railroad.
- 1857-1901 Map of the North End of Amelia Island showing the
plats of Fernandina.
- 1858 Florida Railroad. "Skeleton Map of the Florida Railroad,
Fernandina to Cedar Key."
- 1860 (?) Plat showing Domingo Fernandez claim of 300 acres.
- 1875 U.S. Coast and Geodetic Survey. "Entrance to St. Mary's
River and Fernandina Harbor."

- 1877 Koerner, P.W. Oscar. "Map of Amelia Island."
- 1879 Jones, W.A. "Boundaries of Ft. Clinch and adjacent lands and position of lights."
- 1887 "Map of Northern End of Amelia Island."
- 1900 "Map of Amelia Island and Fernandina."
- 1901 Florida Town Improvement Company. "Map of the North End of Amelia Island."
- 1904 E. R. Conant Civil Engineer. "Plat showing shore line in northern end of section 60, Fernandina."
- 1905 Anon. "Map of Harbor at Fernandina."
- Bird's Eye View of Fernandina, Florida. 1884. Published by J.J. Stoner, Madison, Wisconsin.
- Map of Fernandina Harbor and Surroundings in Leslie's Illustrated Newspaper, 1862, p. 311.
- Sanborn Map Company. "Fernandina Fire Insurance Map." 1884, 1891, 1897, 1903, 1926, 1949 (update of 1926 map held at the Library of Congress).

Document Collections:

East Florida Papers. Library of Congress. Washington, D.C.

Jeanette T. Conner Collection. P.K. Yonge Library of Florida History, University of Florida, Gainesville.

Stetson Collection. P.K. Yonge Library of Florida History, University of Florida, Gainesville.

Public Records:

Nassau County Courthouse:

Indexes: General Index to All Records, 1840-1934.

Deed Records, 1840-1934.

Marriage Records, 1867-1927.

Miscellaneous Records: Minutes of the Board of County Commissioners, October 5, 1868 - August 3, 1875 (Deed Book B); Tax Collector's Sales, 1869; Tax Sales Certificates, 1870's (Deed Book K); Tax Sales Certificates, 1869-1876 (Deed Book M); Mortgage Records, 1871-1881 (Deed Book O); Mortgage Records, 1881-1888 (Deed Book S).

Probate Records, 1873-1908.

Plat Records.

Tax Rolls, Nassau County, 1845-1854, 1856, 1858-1864, 1866-1869, 1873-1878 (earliest date of records in series is 1829).

10. GEOGRAPHICAL DATA

Verbal Boundary Description

The original town of Fernandina is located at the north end of Amelia Island, on a small peninsula. Its boundaries are marked by the Amelia River on the east, the marshes of Egans Creek on the north, the Creek and the extent of the original town plan on the east and a marshland on the south.

The boundaries of the site are justified by natural and manmade features. The peninsula on which the town site is located has been subject to extensive historic and prehistoric habitation. The habitation has been limited by the natural barriers formed by the Amelia River, Egans Creek and the marshland to the south. The boundary is further defined by a survey line extending along the southern edge of Garden Street. The line runs from the Amelia River to 12th Street and marks the southern boundary of the original town. On the east the boundary is marked by 12th Street. The eastern boundary runs from the aforesaid survey line along the western edge of 12th Street to Egan's Creek.



NA 89
NA 238

FLORIDA DEPARTMENT OF STATE

George Firestone

Secretary of State

DIVISION OF HISTORICAL RESOURCES

R.A. Gray Building

Tallahassee, Florida 32399-0250

(904) 488-1480

February 19, 1986

The Honorable Ben Sorensen
Mayor of Fernandina Beach
204 Ash Street
P.O. Box 668
Fernandina Beach, FL 32035

Dear Mayor Sorensen:

It is a pleasure to advise you that the Florida National Register Review Board has recommended that the Fernandina Old Town Historic District be formally nominated for listing in the National Register of Historic Places. This action was taken by the Board at its regular meeting on February 7, 1987. We are now in the process of preparing a formal nomination of the property for submission to the Keeper of the National Register in accordance with 36 CFR Part 60.6.

When the formal nomination has been submitted to and received by the Keeper of the National Register, that office will have forty-five days in which to approve or disapprove the nomination. If the nomination is approved, the property will be listed as of the date of approval. The forty-five day review period may be extended, however, if the National Register staff finds technical deficiencies in the nomination requiring correction in our office.

If the nomination is disapproved, the National Register staff will notify us and explain the reasons for disapproval. We will in turn notify you of any action that may be taken to pursue the matter further.

Any person or organization interested in the nomination may petition the Keeper of the National Register during the nomination process either to accept or reject the nomination. Comments regarding the nomination may be addressed to:

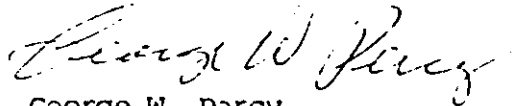
Keeper, National Register of Historic Places
National Park Service
U.S. Department of the Interior
Washington, D.C. 20420

~~NA 89~~
NA 238

Mayor Ben Sorensen
February 19, 1986
Page Two

At such time as we receive notification of the final action of the Keeper of the National Register, we will advise you accordingly. In the meantime, please let us know if you have any questions regarding this matter.

Sincerely,



George W. Percy
State Historic Preservation Officer

GWP:mc

..

...



NA 238

FLORIDA DEPARTMENT OF STATE

George Firestone

Secretary of State

DIVISION OF HISTORICAL RESOURCES

R.A. Gray Building

Tallahassee, Florida 32399-0250

(904) 488-1480

February 19, 1986

Chairman

Nassau County Board of Commissioners

416 Center Street

Fernandina Beach, FL 32035

Dear Commissioner:

It is a pleasure to advise you that the Florida National Register Review Board has recommended that the Fernandina Old Town Historic District be formally nominated for listing in the National Register of Historic Places. This action was taken by the Board at its regular meeting on February 7, 1987. We are now in the process of preparing a formal nomination of the property for submission to the Keeper of the National Register in accordance with 36 CFR Part 60.6.

When the formal nomination has been submitted to and received by the Keeper of the National Register, that office will have forty-five days in which to approve or disapprove the nomination. If the nomination is approved, the property will be listed as of the date of approval. The forty-five day review period may be extended, however, if the National Register staff finds technical deficiencies in the nomination requiring correction in our office.

If the nomination is disapproved, the National Register staff will notify us and explain the reasons for disapproval. We will in turn notify you of any action that may be taken to pursue the matter further.

Any person or organization interested in the nomination may petition the Keeper of the National Register during the nomination process either to accept or reject the nomination. Comments regarding the nomination may be addressed to:

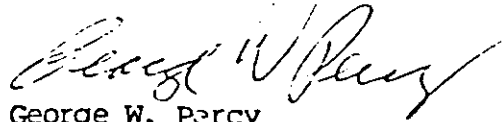
Keeper, National Register of Historic Places
National Park Service
U.S. Department of the Interior
Washington, D.C. 20420

NA 238

Nassau County Commission
February 19, 1986
Page Two

At such time as we receive notification of the final action of the Keeper of the National Register, we will advise you accordingly. In the meantime, please let us know if you have any questions regarding this matter.

Sincerely,



George W. Percy
State Historic Preservation Officer

GWP:mc



NA 89
NA 238

FLORIDA DEPARTMENT OF STATE

George Firestone

Secretary of State

DIVISION OF HISTORICAL RESOURCES

R.A. Gray Building

Tallahassee, Florida 32399-0250

(904) 488-1480

January 3, 1986

The Honorable Ben Sorensen
Mayor, City of Fernandina Beach
240 Ash Street
P.O. Box 668
Fernandina Beach, Fl 32034

Re: Fernandina Old Town Historic District

Dear Mayor Sorensen:

We are pleased to advise you that the above referenced property has been proposed for nomination for listing in the National Register of Historic Places.

The nomination proposal will be reviewed by the Florida National Register Review Board in public meetings on February 6 and 7. A copy of the meeting agenda is enclosed. If the Review Board finds that this property meets the criteria for listing established by the National Register, a formal nomination will be submitted to the Keeper of the National Register in Washington, D.C., who will make the final decision.

The enclosed fact sheets explain the criteria for listing and the results of listing in the National Register, with references to the major laws and Federal regulations relating to listed properties. A copy of the nomination and additional information on the protection provisions, financial incentives, or other aspects of the National Register program may be obtained by calling our Survey and Registration Section at (904) 487-2333.

If you wish to comment on whether or not this property should be nominated for listing in the National Register, please send me your comments by February 5, 1986.

Sincerely,

George W. Percy
State Historic Preservation Officer

GWP:mc
Enclosures

file
Old Town
No 55 am CG

THE PLAZA LOT, OLDTOWN, FERNANDINA, AMELIA ISLAND, FLORIDA

Historical Resume

Prepared by

Ripley P. Bullen, Florida State Museum

The Plaza Lot was intermittantly occupied by man since around 1500 B.C. In 1675 it was the home of a group of heathen Yamasse Indians numbering about 60. The first certain historical reference is to a sentinel's house encountered there by Dickinson in 1696. (The main garrison was at "St. Mary's" which I identify as the Harrison Plantation.) All the Spaniards and Mission Indians on Amelia were killed or expelled by Moore in his raid on St. Augustine of 1702. Oglethorpe in 1745-6 described Amelia Island as deserted. (See also Martinez map of 1765 in Chatelain which supports this statement.)

Whether the British outpost on Amelia c. 1736-42 (Highlanders or rangers) was the Plaza Lot is not certain. They must have had a lookout further south but the Plaza Lot would have made a good headquarters with easy communication northward. There were a total of about 40 people with a good plantation, raising corn, and scout-boats. It will be noted there was no communication along the inland waterway then without a carry. They were withdrawn in 1742.

Fuller's map of 1769 shows a town layout in Oldtown and a blank space is shown for the Plaza Lot. I believe this is a proposed and not an actual town. De Brahm's 1770 map shows a rectangle at Oldtown labeled "Egmont Town laid out in 1770" to support this contention.

Blamey's 1775 map shows nothing in Oldtown but almost in present Fernandina five buildings enclosed by a rectangular wall. This is supposed to be the residence of the Countess of Egmont or her plantation manager and further to the south-east is shown the plantation with its "Cabane de Negres, et Fabrique d' Indigo." Bartram visited the Egmont plantation in 1774 and his comments imply no one was living at Oldtown then.

By 1777, when Elbert raided the island others than the Egmont people were living on Amelia. He landed at the north end and sent Lt. Ward to secure all the inhabitants. No suggestion of a settlement at Oldtown is in Elbert's order book.

77
12
24

The Plaza Lot, Oldtown, Fernandina,
Amelia Island, Florida
Page 2

In 1783, when the British had to leave, there is evidence in 1784 of the use of Amelia Harbor as an embarkation point but no reference to Egmont Town, New Town, or Fernandina. There is mention of a "store" built on "St. Mary's beach" in 1784 and operated as late as 1785. If there had been a town on Amelia Harbor, this store would not have been needed.

Apparently, Maria Mattair in 1784 (after the British left) was cultivating the land which became the Plaza Lot and she between 1788 and 1790 received the Naranjal (Orange Grove) in exchange for it. It has been in government ownership since that time and an encampment of the army (by sworn testimony of Manuel de la Pubaca) was there by 1801. (In 1795 a battery was recommended but never installed.)

Ellicott's map of 1803 shows "A Spanish fort on Amelia Island" at the Plaza Lot. Here the Spanish maintained a defensive battery of three guns from 1801 to 1814. Protected only by bales of cotton, it surrendered to MacIntosh's Patriots March 17, 1812, who turned Fernandina over to US troops. After they withdrew on May 6, 1814, the Spaniards built Fort San Carlos. Apparently Fort San Carlos had ten guns. MacGregor with 55 men captured it June 29, 1817. On Sept. 13, 1817, a Spanish force trying to recapture it was repulsed. Aury, a pirate ruled here from Sept. 17 until forced to leave by the U.S. Navy Dec. 23, 1817. With the Treaty of 1821, Fernandina and Florida became part of the United States. It was used during the Civil and Spanish-American War also.

Paul

WA 89
WA 238
1
1989
HISTORIC PRESERVATION
SECTION

Notes on Fernandina Oldtown National Register Nomination.

Question: When I dug the Plaza Lot in 1950 it was the property of the Florida Park Service as an outlier of Fort Clinch. Presumably it had been transferred to the state by the Federal government. I find no mention of this in the nomination. Has the ownership changed? If not, should this be mentioned?

General Comment: Don't play too heavily on the mission of Santa Maria having possibly been located at the Plaza Lot at one time. All of the recent work makes everything fit with the "later" Harrison Plantation locale. The only exception is the possibility of the Calderon and Arcos accounts. The mission period material from the Plaza Lot is somewhat sparse and may not indicate a full mission settlement.

Aboriginal and mission occupations are not sufficiently well established to use in argument for National Register. They are usages of the area which must be considered in research and development of the town site. It is the town site which is the justification for the nomination.

Item 7 - Description.

In 1821 the town consisted "of about forty houses, built of wood, in six streets, regularly intersecting each other at right angles, having rows of trees (Pride of India)

and a square, with a small fort of eight guns, fronting the water. Several of these houses are two stories high, with galleries, and form a handsome appearance." (James Grant Forbes, 1821).

This is quoted in the study but not in the nomination. It is important in discussing the points raised by the reviewer.

Item 1.2 of Comment Sheet.

The 1963 excavations indicated that some of the "shell midden" features interpreted as in situ aboriginal deposits in the earlier 1951 tests were in fact the result of land modification in the Spanish period, and particularly during the construction of the Fort San Carlos earthworks. There were, however, undisturbed features dating from prehistoric archeological periods from the fiber-tempered pottery Orange Period (2000-500 B.C.) through the intervening St. Johns/Savannah periods and into the contact period San Marcos (or Mission) Period. Pre nineteenth century occupation of the Plaza Lot area, which is the only part of the site which has been adequately tested, would appear to have been intermittent and somewhat sparse, rather than the result of established villages (Smith and Bullen 1971:34). Nevertheless, prehistoric and contact period cultural remains are to be expected in isolated features almost anywhere within the site boundaries, and the presence of

more substantial prehistoric or mission period occupations elsewhere within the boundaries of the town cannot be ruled out. The same may be said for occupation during the British Period (1763-1784). (see supra for comment on possible mission site).

Item 1.3 on Comment Sheet

[It would appear that the sketch map at the rear of the nomination, if titled and referenced in the text, should fulfill the sketch map requirement of the review. The following text could be used for the "intrasite spatial distribution."]

The town plan of Spanish Fernandina is remarkably preserved in the present streets, blocks and lots of Oldtown. Confirmatory excavation has occurred only on the Plaza Lot at the site of Fort San Carlos. Here, archeological remains of the fort were found which match the plan and location of the fort on early nineteenth century maps. The accompanying sketch map (...) indicates other portions of the town in which surface indications, either of construction remnants or artifactual scatter, provide evidence of earlier occupations. Also indicated as potentially important areas are the location of the towngate and the north and south blockhouses. These indications are widespread over the blocks of the early town.

As noted, about forty houses of wood stood on the site in 1821. This is the approximate number of existing

structures on the site. While none of the existing structures are believed to be survivors of the Spanish town, some of them, at least, may occupy the same sites. Barring evidence to the contrary, the wooden houses of Fernandina probably were raised above the ground surface on piers. This would be in contrast to the stone and tabby floor tradition of earlier St. Augustine, and would result in a quite different archeological situation insofar as architectural remains are concerned. Wells, trash pits, privies, and fences, along with sheet refuse deposits constitute other probable non-architectural features.

The archeological potential of Fernandina Oldtown is considerable and significant, based on the following considerations. The amount of construction subsequent to Spanish times is relatively sparse, and of such a nature as to have caused limited disturbance of previous occupations. Long-term archeological projects in nearby areas such as St. Augustine have shown that very important information can be secured by careful work even in areas with a record of over 400 years of use. In Fernandina Oldtown closed features of restricted temporal periods which can possibly be associated with varied cultural and economic groups are to be expected.

The archeological significance of the Fernandina Oldtown site as an area of potential research lies in its relatively short time span (as compared for example to St. Augustine) and the opportunity it provides to recover and analyze the material remains of such a multi-cultural

community. On this site should be located features relating to Hispanic, Anglo and mixed households in a Spanish colony on the very border of the new United States. There should be evidences of Spanish, American and privateer military occupation. It was the site of smuggling and illegal slave shipment to the United States. In many ways Fernandina provides an unusual, if not unique, opportunity to formulate a series of hypotheses relating to fluid culture contact and interaction. The resulting data should provide particular cultural historical information, and data for the examination of culture change, culture contact and the processes involved.

Item 1.5 on Comment sheet.

The major disturbance to the site has been the erosion of the bluff edge on the west side of the site. As demonstrated by the archeology at Fort San Carlos, this has been substantial, leading to the loss of a considerable part of the fort. Early maps show the fort as located on a protruding bulge of the bluff, and it is this protrusion which has seen the major erosional reduction. While natural erosion must be considered as the major cause, Smith and Bullen noted a ten foot lateral reduction between 1951 and 1963 which they blamed largely on the undercutting of the face by human agents, probably pot-hunters or souvenir hunters.

NA89
NA238

As noted, the major part of the site has suffered primarily from the natural development and use of the area as a townsite. It is believed that this source of disturbance is not greater than other occupied communities, and considerably less than many.

Except for the portions of the site already lost, the natural and human actions have not impacted the resource in a manner detrimental to productive and important research.

John W. Griffin

July, 1988.

~~11-51~~
NA 238

NOTES

¹John Tate Lanning, The Spanish Missions of Georgia, (Chapel Hill, 1935)), p. 6.

²Hale G. Smith and Ripley P. Bullen, Fort San Carlos, Vol. 14, Notes in Anthropology, (Tallahassee, 1971), p. 2-7.

³Mark F. Boyd, "Enumeration of Florida Spanish Missions in 1675. The Florida Historical Quarterly, Vol. 27, No. 2, (1948), pp. 183-184; Ripley P. Bullen and John W. Griffin, "An Archaeological Survey of Amelia Island, Florida." The Florida Anthropologist, Vol. V, Nos. 3-4, p. 60; Lucy B. Wenhold "A 17th Century Letter of Gariel Diaz Calderon, Bishop of Cuba, Describing the Indian Missions of Florida." Smithsonian Miscellaneous Collections, Vol. 95, No. 15, p. 10.

⁴Smith and Bullen, p. 3.

⁵Evangeline Walker Andrews and Charles McLean Address, eds. Jonathan Dickinson's Journal, (New Haven, 1961), p. 67.

⁶1691, Dec. 12 ST AGI 54-5-13/27 bnd 3043-A, Governor Quiroga to the Crown.

⁷Andrews and Address, Dickinson's Journal, p. 67.

⁸Smith and Bullen, p. 11.

⁹Herbert E. Bolton, Arredondo's Historical Proof of Spain's Title to Georgia, (Berkeley, 1925), pp. 59-60.

¹⁰Smith and Bullen, p. 8.

¹¹See Anonymous, An Impartial Enquiry into the State and Utility of the Province of Georgia, (London, 1741), p. 53, 67; Smith and Bullen, p. 9.

¹²Smith and Bullen, p.10.

¹³Daniel L. Schafer, "Plantation Development in British East Florida: A Case Study of the Earl of Egmont," (March, 1983.)

¹⁴Bartram, William. The Travels of William Bartram, Mark Van Doren, ed. (New York, 1928), pp. 63-64.

NA 89
NA 238

¹⁵Smith and Bullen, p. 11.

¹⁶Louis De Vorse, Jr. ed. DeBrahm's Report of the General Survey in the Southern District of North America, (Columbia, 1971), p. 125.

¹⁷ibid.

¹⁸Tebeau, p. 101 in Deagan p. 63; see also map references recorded at U. of F.

¹⁹Helen Hornbeck Tanner, Zespedes in East Florida, 1784-1790, (Coral Gables, 1963), pp. 130-136; Janice Barton Miller, "Juan Nepomuceno de Quesada, Spanish Governor of East Florida, 1790-1795" Ph. D. dissertation, Florida State University (Tallahassee, 1974).

²⁰1789, November 24, East Florida Papers, Section 32, Reel 46 Bundle 120C10 Doc. 1789-273; 1793, December 21, EF R1 132 Bundle 298R9 Doc. 1793-4.

²¹1811, March 12 EF R1 126 Bundle 2890Z Doc. 1811-4.; Works Progress Administration, Spanish Land Grants in Florida (Tallahassee, 1940), p. 83.

²²See Spanish Land Grants, 3:90-92; Richard K. Murdoch, "France to the Rescue: An Episode of the Florida Border, 1797," Florida Historical Quarterly, XXX:2, (October, 1951), pp. 204-205.

²³Works Progress Administration, Spanish Land Grants, Prepared by the Historical Records Survey, 5 vols. (Tallahassee, 1940), 2:259.

²⁴Rembert Patrick, Florida Fiasco, (University of Georgia, 1954), p. 82.

²⁵James G. Forbes, Sketches of the Floridas, (New York, 1821; a facsimile reprint, Gainesville, 1964.) p. 74.

²⁶Susan L'Engle, Notes of My Family and Recollections of my Early Life, (New York, 1888), p. 47.

²⁷Jesse T. Mann, Fernandina: A City in Turmoil, 1863-88, M.A. Thesis, Florida State University, 1971. p. 74.

²⁸1810, December 12, EF R1 60, Bundle 146-C-12, Document 1810-545; John W. Reys, The Making of Urban America. A History of City Planning in the United States (Princeton, N. J., 1965), p. 26.

~~NA 237~~
NA 238

²⁹ibid.

³⁰Coleccion de documentos ineditos relativos al descubrimiento, conquista y colonizacion de las posesiones espanolas en America y Oceania, sacados, en su mayor parte, del Real Archivo de Indias, XXXI, 1879, 17-18, as quoted in by Dan Stanislawski, "Early Spanish Town Planning in the New World," The Geographical Review, XXXVII, January, 1947, p. 95.

³¹ibid.

³²The plans of two settlements in Argentina, Mendoza in 1561 and San Juan de la Frontera in 1562, are virtually identical to later towns planned under the Laws of the Indies. The plans and more than three hundred others can be found in Planos de Ciudades Iberoamericanas y Filipinas Existentes en el Archivo de Indias, Madrid, 1951, I.

³³Zelia Nuttall, "The Hispanic American Historical Review, v, 1922, 249.

³⁴John W. Reys, The Making of Urban America. A History of City Planning in the United States (Princeton, N. J., 1965), p. 30.

³⁵ibid., p. 29.

³⁶WPA, Seeing Fernandina, pp. 67-76.

³⁷Reys, pp. 26-30.

³⁸Patrick, p. 91; Letter from G. I. F. Clarke to O'Reilly, Florida Historical Quarterly, Vol. VII. pp. 90-95.

³⁹Clarke to O'Reilly, pp. 90-95.

⁴⁰Hubert Bruce Fuller, The Purchase of Florida, (Cleveland, 1906), p. 233.

⁴¹Florida Historical Quarterly, Vol. XIX, No. 2, pp. 160-61.

⁴²T. Frederick Davis, "MacGregor's Invasion of Florida, 1817," Florida Historical Quarterly, Vol. VII, No. 1., p. 13, 22-24; Fuller, The Purchase of Florida, p. 233.

*³ Davis, p. 12.

*⁴ Ibid., p. 28.

*⁵ Ibid., pp. 32-48.

*⁶ Smith and Bullen, p. 31.

*⁷ Helen Gordon Litrico, Centre St. Fernandina,
(Fernandina, 1976), p. 4; Tebeau, p.112.

*⁸ George I. F. Clarke, "Plano del Proyecto para el
nuevo Pueblo de la Fernandina en la Ysla Amalia, el la
Florida Oriental principiado en Mayo de 1811."

*⁹ WPA, Seeing Fernandina, pp. 67-76, passim.; Nassau
County Courthouse, Deed Records, Book A, p. 67; American
State Papers, Vol. 4, pp. 153, 180.

NA 238

7. SUMMARY OF PRESENT AND ORIGINAL PHYSICAL APPEARANCE

The original town of Fernandina is the site of a Spanish town laid out in 1811. Previously it had been occupied by aboriginal groups dating back as far as 1000 B. C.. Within the historic period, in addition to the town site, it has been the location of a Yamassee Indian village, possibly the Santa Maria Mission site, first Spanish and British period military sites, the Egmont Plantation, Ft. San Carlos and several additional military sites. Although certain areas of the town site have been disturbed, previous excavation and surface collection have yielded numerous artifacts associated with the aforementioned sites plus stratigraphic data. In addition, the original plan of the town remains essentially unchanged since 1811. It currently is located within the context of an urban residential area, occupied by buildings dating largely from the late nineteenth and early twentieth centuries.

TEXT SUPPORTING PRESENT AND ORIGINAL PHYSICAL APPEARANCE

The original town of Fernandina is located at the north end of Amelia Island, on a small peninsula. Its boundaries are marked by the Amelia River on the east, the marshes of Egans Creek on the north, the Creek and the extent of the original town plan on the east and a marshland on the south. It encompasses an area of nearly fifty acres.

City blocks 1 through 13 are part of the original plan of Fernandina. A square plaza, which was later to become the site of Fort San Carlos constructed c. 1814, is located between blocks 1 and 2. The blocks were laid out in alternating rows of squares and rectangles. The square blocks are 186.4 feet to a side. The rectangular blocks are 186.4 feet wide by 233.0 feet long. Contained within each block is a series of square and rectangular lots, all with a 46.6-foot frontage.

The original town extended beyond the thirteen block area, particularly to the east. Settlement was largely limited to the aforementioned area, but there were some lots granted for houses in blocks sixteen, seventeen and twenty-one. The additional blocks were formally laid out some time after 1811. The original plan was resurveyed during the 1850's when the new town of Fernandina, located some distance to the south, was laid out. ① Other significant sites outside the thirteen block area included a

blockhouse at the northern extension of Commandant Street beyond Ladies Street and a second blockhouse south of Someruelos Street between New and Town Gate Streets. Other noteworthy structures were the barracks, located at block six, lot two and three; the commandant's house at block two; and the hospital at block seven, lots three and four. A review of the 1884 Bird's Eye View Map of Fernandina indicates that few buildings extant at that time remain standing. ~~In all probability, with the exception of a house at Estrada and a two building complex at the northeast corner of Estrada and Someruelos, no standing structures remain from the second Spanish period.~~ *and none of the present structures appear to date from the Spanish period*

Nonetheless, vestiges of Fernandina's structural past can still be found above surface. For example, at the northeast corner of White and Amelia Streets ~~are still visible~~ *are still visible* tabby masonry piers and a fireplace footing ~~still stand~~. A cistern is located adjacent to the tabby remains. A cellar on Estrada Street was dated to the first Spanish period based on fragments of olive jars uncovered there. ②

More obscure, but just as important, are the sites where ~~physical features~~ *structures* once stood. Nothing remained of Fort San Carlos above ground, ~~in the during the 1950's and 1960's~~, but a wealth of information ~~lay~~ *lies* below the surface. In 1951 and 1963 extensive excavations were conducted by professional archaeologists from the Florida Board of Parks and Historic Memorials and the Florida State University at the Fort San Carlos site. The excavations unearthed numerous artifacts and located the palisades and entrance gate to the fort. ③ It appears that the fort site is only a part of a much larger archaeological site that encompasses the limits of Old Town. Limited survey indicates that nearly all of Old Town is built on an Indian village. *the site of* Oyster shell and pot ~~shards~~ *sherds* are scattered over the entire town site. The heaviest concentration ~~are~~ *is* at the plaza lot where the bluff meets the river, near the site of Fort San Carlos. ④ Surface collection in areas disturbed by earth-moving activity resulted in the recovery of a porcelain tea cup handle, a United States military button, six ~~shards~~ *sherds* of olive green glass, a wine bottleneck, a piece of a creamware bowl, and a shard of green feather-edged pearlware. Most of the artifacts recovered at the Fort San Carlos site dated from the early nineteenth century. ⑤

Pottery has Aboriginal ~~ceramics have~~ also been ~~identified~~ *discovered* on the surface at several locations (St. Johns check stamped and sand tempered plain). The presence of ~~aboriginal ceramics~~ *this material* can be attributed to the use of the extensive shell middens to level lots and pave streets in the area. Indian burials

which occupied the site earlier

were found near the site of the Old Town Gate, although the archaeological integrity of that ~~area~~ ^{trailer} has been largely destroyed by the construction of a ~~trailer~~ park (6)

There have been numerous other disturbances to the site. They consist primarily of drains constructed for ~~late~~ ^{stormwater were} nineteenth century buildings. In addition, ~~an asphalt paved~~ ^{and} road passes through the eastern portion of the site near the aforementioned ~~trailer~~ ^{trailer} park. Some amateur pot hunting and ~~earth moving~~ ^{some scavenging of artifacts by} has also occurred in certain areas. On the positive side, none of the original roads of Fernandina have been paved, although they are ~~improved~~ ^{existing} and routinely graded. Furthermore, building foundations have generally been raised piers, composed of ~~tabby, brick or wood materials.~~ ^{masonry}

~~amateur~~
amateur
collectors

The boundaries of the site are justified by natural and manmade features. The peninsula on which the town site is located have been subject to extensive historic and prehistoric habitation. The habitation has been limited by the natural barriers formed by the Amelia River, Egans Creek and the marshland to the south. The eastern and part of the southern boundary are defined by the limits of the original town.

NOTES

¹ Works Progress Administration, Seeing Fernandina, A Guide to the City and Its Industries, (Fernandina, 1940), pp. 67-76

² Thomas Scofield, personal communication with Paul L. Weaver, June, 1985.

³ Hale G. Smith and Ripley P. Bullen, Fort San Carlos, Vol. 14, Notes in Anthropology, (Tallahassee, 1971), p. 2.

⁴ Florida Master Site File, 8NA10

⁵ Smith and Bullen, pp. 60-73.

⁶ Florida Master Site File, 8NA10, 8NA12

NA 84
NA 238

BIBLIOGRAPHY

Published Sources

- Barrs, Burton. East Florida in the American Revolution.
Jacksonville, Florida, 1932.
- Bartram, William. Travels Through North and South Carolina,
Georgia, East and West Florida. London, 1792. A facsimile
reprint with introduction by Gordon DeWolf. Savannah, 1973.
- Bartram, John. An Account of East Florida with a Journal.
London, 1766.
- Benjamin, Samuel Green Wheeler. "The Sea Islands, 1978,"
Harper's Monthly (November, 1978), 839-861.
- Boyd, Mark F. "Enumeration of Florida Spanish Missions in 1675,"
Florida Historical Quarterly, Vol. 27, No. 2, pp.181-85.
- Bullen, Ripley P., and John W. Griffin. "An Archaeological
Survey of Amelia Island, Florida," The Florida
Anthropologist, Vol. V, Nos. 3-4, pp. 37-62. Gainesville,
1952.
- Carter, Clarence Edwin, ed. The Territorial Papers of the United
States. vols, 22-26. The Territory of Florida.
Washington, 1956-1962.
- Clarke, G.I.F. "The Surrender of Amelia," The Florida Historical
Quarterly, vol. 4, No. 2 (October, 1925).
- Corbitt, D.C. "The Return of Spanish Rule to the St. Marys and
the St. Johns, 1813-1821," Florida Historical Quarterly, XX,
1, (July, 1941), pp. 47-68.
- Davis, T. Frederick. "MacGregor's Invasion of Florida, 1817,"
The Florida Historical Quarterly, vol. 7, No. 1 (July,
1928).
- De Brahms, William Gerard. deBrahm's Report of the General
Survey in the Southern District of North America.
Columbia, South Carolina, 1971.
- Forbes, James Grant. Sketches, Historical and Topographical, of
the Floridas; More Particularly of East Florida. New York,
1821. A facsimile reproduction of the 1821 edition with
introduction by James W. Covington. Gainesville, 1964.

77489
NA 238

- Fuller, Hubert Bruce. The Purchase of Florida. Cleveland, 1906.
- Gannon, Michael V. The Cross in the Sand: The Early Catholic Church in Florida, 1513-1870. Gainesville, 1965.
- Historical Manuscripts Commission. Diary of the First Lord of Egmont (Viscount Percival). Manuscripts of the Earl of Egmont, Vol. II, 1734-1738. Savannah.
- Johannes, Jan H. Yesterday's Reflections: Nassau County, Florida: A Pictorial History. Callahan, Florida, 1976.
- Knight, Raymond D. "Fernandina," Jacksonville Historical Society Annual. Jacksonville, 1933-1934.
- Letter from Charles Millard Jr., Fernandina, Amelia Island, July 29, 1818. Florida Historical Quarterly. XXXX,
- Letter of Belton A. Copp to Sec. of State John Quincy Adams, in "The Patriot War, A Contemporaneous Letter," Florida Historical Quarterly. V, 3 (January, 1927), pp. 162-167.
- Letter of James Monroe, Sec. of State to George Matthews, April 4, 1812. Florida Historical Quarterly. VI, 4, (April, 1928), pp. 235-237.
- Litrico, Helen Gordon. Amelia Island Explored: Facts, Fables, Findings...Fishing and Sightseeing Guides. Amelia Island, Florida, 1973.
- Mowat, Charles Loch. East Florida as a British Province, 1763-1784. Berkely and Los Angeles, 1943.
- Patrick, Rembert W. Florida Fiasco: Rampant Rebels on the Florida-Georgia Frontier, 1810-1815. Athens, 1954.
- Siebert, Wilbur H. Loyalists in East Florida, 1774-1785. two vols. Deland, 1929.
- Smith, Hale G. and Ripley P. Bullen. Fort San Carlos. Notes in Anthropology, Vol. XIV. Tallahassee, 1971.
- Spanish Land Grants. Prepared by the Historical Records Survey. 5 vols. Tallahassee, 1940.
- Stork, William. Account of East Florida. London, 1766.
- Tanner, Helen Hornbeck. Zespedes in East Florida, 1784-1790. Coral Gables, 1963.

NA 89-
NA 238

TePaske, John J. The Governorship of Spanish Florida, 1700-1763.
Durham, 1964.

Vignoles, Charles. Observations Upon the Floridas. New York,
1823.

Ward, James Robertson. Old Hickory's Town: An Illustrated
History of Jacksonville. Jacksonville, 1982.

Zendegui, Guillermo D. Ambuto de Marti. Havana, Cuba, 1953.

Unpublished Sources

Bogota. Archives Y Microfilms de la Academic Colombiana de
Historia. (documents relating to the information of the
Republic of the Floridas, November, 1817).

Campbell, R.S.S. Letters from Fernandina, March 9, 1811 and
January 31, 1812.

Coppinger, Jose. Deed of town lot to Jose Bergallo, St.
Augustine. September 10, 1816.

Cumberland Sound entrance and Fernandina Harbor 8 pp.

Davis, T. Frederick. "Florida Events of History." (typescript of
newspaper articles by Davis).

Fernandina, from 1811 until 1821. (n.p., n.d.) typescript.

Fernandina, Florida. Committee on Wharves and Docks. Report on
the titles and legal rights of the City of Fernandina,
Florida to its waterfrontage and landings, to its
waterfrontings and the city of Fernandina. 7 pp.

Kindelun y Oregan, Sebastian. Deed of town lot to Jose Gaunt.
St. Augustine, January 31, 1814.

Letters of Don Juan McQueen, 1791-1807, compiled for Georgia
Society of the Colonial Dames of American. Columbia, South
Carolina.

McConnell, Matilda, "A Sketch of Fernandina, Florida" (Corpus
Christi, Texas, 1880).

Pink, Helen Rosi. "Amelia Island: A Resource Unite for Teachers
in Secondary Schools." Gainesville, 1949.

NAZ 38

Report of the Committee Appointed to frame the plane of
provisional Government for the Republic of Floridas.
Fernandina, December 9, 1817, first of the Independence of
Floridas. Original in George R. Fairbanks papers. Type
Copy in St. Augustine Historical Society Collection.

Maps

- 1770 DeBrahm, John Gerar William. "Plan of Amelia Island..."
- 1770 Ibid. "Plan of Nassau Inlet."
- 1770 Ibid. "Plan of St. Mary's Inlet."
- 1770 Jeffreys, Thomas. "A Plan of Amelia Island in East
Florida."
- 1800 Diaz, Pedro Barrio. "Plan of the Port of Santa Maria in
East Florida."
- 1809 Spain, Dirrecion de Hidrografia. "Boca y barra de Rio
Nassau."
- 1809 Ibid. "Boca y barra de Rio Santa Maria."
- 1811 Clark, George I.F. "Plano del Prohecto Para Nuevo Pueblo
de Fernandina."
- 1817 "Amelia Island, East Florida and Environs (Magregor's
Invasion)." Drawn in 1928 (?) by T. Hurd Hooker of
Jacksonville.
- 1847 Burr, David A. and Henry Washington. "Amelia Island."
- 1857 Fernandina to Cedar Key Railroad.
- 1857-1901 Map of the North End of Amelia Island showing the
plats of Fernandina.
- 1858 Florida Railroad. "Skeleton Map of the Florida Railroad,
Fernandina to Cedar Key."
- 1860 (?) Plat showing Domingo Fernandez claim of 300 acres.
- 1875 U.S. Coast and Geodetic Survey. "Entrance to St. Mary's
River and Fernandina Harbor."

- 1877 Koerner, P.W. Oscar. "Map of Amelia Island."
- 1879 Jones, W.A. "Boundaries of Ft. Clinch and adjacent lands and position of lights."
- 1887 "Map of Northern End of Amelia Island."
- 1900 "Map of Amelia Island and Fernandina."
- 1901 Florida Town Improvement Company. "Map of the North End of Amelia Island."
- 1904 E. R. Conant Civil Engineer. "Plat showing shore line in northern end of section 60, Fernandina."
- 1905 Anon. "Map of Harbor at Fernandina."
- Bird's Eye View of Fernandina, Florida. 1884. Published by J.J. Stoner, Madison, Wisconsin.
- Map of Fernandina Harbor and Surroundings in Leslie's Illustrated Newspaper, 1862, p. 311.
- Sanborn Map Company. "Fernandina Fire Insurance Map." 1884, 1891, 1897, 1903, 1926, 1949 (update of 1926 map held at the Library of Congress).

Document Collections:

- East Florida Papers. Library of Congress. Washington, D.C.
- Jeanette T. Conner Collection. P.K. Yonge Library of Florida History, University of Florida, Gainesville.
- Stetson Collection. P.K. Yonge Library of Florida History, University of Florida, Gainesville.

Public Records:

Nassau County Courthouse:

Indexes: General Index to All Records, 1840-1934.

Deed Records, 1840-1934.

Marriage Records, 1867-1927.

~~NA 238~~
NA 238

Miscellaneous Records: Minutes of the Board of County Commissioners, October 5, 1868 - August 3, 1875 (Deed Book B); Tax Collector's Sales, 1869; Tax Sales Certificates, 1870's (Deed Book K); Tax Sales Certificates, 1869-1876 (Deed Book M); Mortgage Records, 1871-1881 (Deed Book O); Mortgage Records, 1881-1888 (Deed Book S).

Probate Records, 1873-1908.

Plat Records.

Tax Rolls, Nassau County, 1845-1854, 1856, 1858-1864, 1866-1869, 1873-1878 (earliest date of records in series is 1829).



NA237

FLORIDA DEPARTMENT OF STATE

George Firestone

Secretary of State

DIVISION OF HISTORICAL RESOURCES

R.A. Gray Building

Tallahassee, Florida 32399-0250

(904) 488-1480

January 3, 1986

Chairman

Nassau County Board of Commissioners

416 Center Street

Fernandina Beach, FL 32034

Re: Fernandina Old Town Historic District

Dear Commissioner:

We are pleased to advise you that the above referenced property has been proposed for nomination for listing in the National Register of Historic Places.

The nomination proposal will be reviewed by the Florida National Register Review Board in public meetings on February 6 and 7. A copy of the meeting agenda is enclosed. If the Review Board finds that this property meets the criteria for listing established by the National Register, a formal nomination will be submitted to the Keeper of the National Register in Washington, D.C., who will make the final decision.

The enclosed fact sheets explain the criteria for listing and the results of listing in the National Register, with references to the major laws and Federal regulations relating to listed properties. A copy of the nomination and additional information on the protection provisions, financial incentives, or other aspects of the National Register program may be obtained by calling our Survey and Registration Section at (904) 487-2333.

If you wish to comment on whether or not this property should be nominated for listing in the National Register, please send me your comments by February 5, 1986.

Sincerely,

George W. Percy
George W. Percy

State Historic Preservation Officer

G.P:mc

Enclosures



NA 89
NA238

FLORIDA DEPARTMENT OF STATE
George Firestone
Secretary of State
DIVISION OF ARCHIVES,
HISTORY AND RECORDS MANAGEMENT
The Capitol, Tallahassee, Florida 32301-8020
(904) 488-1480

January 3, 1986

Legal Advertising
Fernandina Beach News Leader
511 Ash Street
P. O. Box 766
Fernandina Beach, FL 32034

Gentlemen:

There is enclosed the text of a legal notice which we would like you to run in the classified section of the Fernandina Beach News Leader on January 9, 1986. Please bill us accordingly at the address below. If you have any questions, please call me at (904) 487-2333.

Mailing Address

Mr. William N. Thurston
Historic Preservation Supervisor
Bureau of Historic Preservation
Division of Archives, History and
Records Management
Department of State
The Capitol
Tallahassee, FL 32301-8020

Sincerely,


William N. Thurston
Historic Preservation Supervisor

WNT:mc

Enclosure



NA 238

FLORIDA DEPARTMENT OF STATE

Jim Smith
Secretary of State

DIVISION OF HISTORICAL RESOURCES

R.A. Gray Building
Tallahassee, Florida 32399-0250
(904) 488-1480

June 28, 1989

Ms. Patricia H. Williams, President
Amelia Island Fernandina Restoration
Foundation, Inc.
Post Office Box 1144
Fernandina Beach, FL 32034

Re: Nomination of the Old Town Fernandina Archaeological Site
to the National Register of Historic Places.

Dear Ms. Williams:

I regret that it has taken so long to respond to your letter of May 31, 1989 regarding the status of the National Register nomination for the Old Town Fernandina site. However, I was unable to fully review the revised nomination for the property because a large multiple property nomination has commanded all of my attention for the last two months.

The Fernandina nomination has been fully revised and will be ready for forwarding to the National Register Office in Washington, D.C., by Friday, July 14, 1989. We are awaiting only the map of the town site--which is being provided by Paul Weaver--that shows the locations of the existing non-contributing structures and the processing of new photographs which I took last week. The original photographs are now three years old and no longer acceptable to the National Register.

As you know, this nomination was first sent to the National Register Office in December, 1986, which returned the proposal to our office for further archaeological information, even though the review acknowledged that the property appeared eligible under the criteria discussed by the nomination. There was no practicable way to undertake an extensive and comprehensive archaeological excavation program of major features of the town site. Therefore, the nomination was eventually revised and narrowed in the scope of its areas of significance. We hope this revision will finally meet the demands of the National Register review staff.

AK 89
N4228

Patricia Williams
June 28, 1989
Page Two

If you have any further questions about the status of the Old Town Fernandina nomination, or if I can assist you in any way, please do not hesitate to contact me.

Sincerely,



W. Carl Shiver, Ph.D.
Historic Sites Specialist

WCS

~~NA 89~~
NA 238

Amelia Island Fernandina Restoration Foundation, Inc.

102 Centre Street, Fernandina Beach, Florida 32034

P. O. Box 1144



May 31, 1989

Carl Shiver, Ph.D.
Bureau of Historic Preservation
Division of Historical Resources
Department of State
R.A. Gray Building
Tallahassee, Florida 32399-0250

RE: Old Town Fernandina

Dear Dr. Shiver,

In regard to a letter dated March 3, 1989 to you from Paul Weaver (copy to Pat Williams, Amelia Island-Fernandina Restoration Foundation, Inc.) in which a revised statement of significance and present and original physical appearance for the above reference National Register Nomination was sent you for your reply.

In this letter you were asked to please read the nomination and to suggest any corrections or revisions that you felt appropriate.

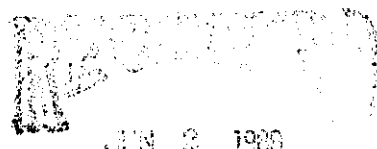
To this date we have not heard from your office and are writing to ask for your response.

We appreciate your prompt response to our inquiry.

Sincerely,

Patricia H. Williams
President

cc: Paul Weaver



HISTORIC PRESERVATION
SECTION



AA 84
NA 238

FLORIDA DEPARTMENT OF STATE
George Firestone
Secretary of State
DIVISION OF HISTORICAL RESOURCES
R.A. Gray Building
Tallahassee, Florida 32399-0250
(904) 488-1480

April 8, 1987

Dr. William R. Adams
Historic Property Associates
Post Office Box 1002
St. Augustine, FL 32085

Dear Dr. Adams:

Enclosed are copies of the formal nomination for the Oldtown Fernandina Historic Site, and the comments of the National Register review staff. The nomination was returned to us for additional information and documentation. As you will see, the NR staff is concerned primarily with problems regarding the archaeological resources and potential for future research.

Please let me know when you have had an opportunity to review these comments. We will be happy to work with you in any way we can to complete the appropriate revisions.

Sincerely,

William N. Thurston
Historic Preservation Supervisor

WNT:mc



WA 89
NA 138

FLORIDA DEPARTMENT OF STATE

Jim Smith
Secretary of State

DIVISION OF HISTORICAL RESOURCES

R.A. Gray Building
Tallahassee, Florida 32399-0250
(904) 488-1480

June 28, 1989

Ms. Patricia H. Williams, President
Amelia Island Fernandina Restoration
Foundation, Inc.
Post Office Box 1144
Fernandina Beach, FL 32034

Re: Nomination of the Old Town Fernandina Archaeological Site
to the National Register of Historic Places.

Dear Ms. Williams:

I regret that it has taken so long to respond to your letter of May 31, 1989 regarding the status of the National Register nomination for the Old Town Fernandina site. However, I was unable to fully review the revised nomination for the property because a large multiple property nomination has commanded all of my attention for the last two months.

The Fernandina nomination has been fully revised and will be ready for forwarding to the National Register Office in Washington, D.C., by Friday, July 14, 1989. We are awaiting only the map of the town site--which is being provided by Paul Weaver--that shows the locations of the existing non-contributing structures and the processing of new photographs which I took last week. The original photographs are now three years old and no longer acceptable to the National Register.

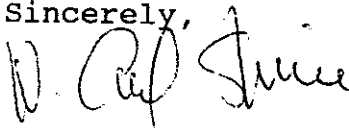
As you know, this nomination was first sent to the National Register Office in December, 1986, which returned the proposal to our office for further archaeological information, even though the review acknowledged that the property appeared eligible under the criteria discussed by the nomination. There was no practicable way to undertake an extensive and comprehensive archaeological excavation program of major features of the town site. Therefore, the nomination was eventually revised and narrowed in the scope of its areas of significance. We hope this revision will finally meet the demands of the National Register review staff.

~~NA 238~~
NA 238

Patricia Williams
June 28, 1989
Page Two

If you have any further questions about the status of the Old Town Fernandina nomination, or if I can assist you in any way, please do not hesitate to contact me.

Sincerely,



W. Carl Shiver, Ph.D.
Historic Sites Specialist

WCS

Historic Property Associates, Inc.

Post Office Box 1002

St. Augustine, Florida 32085-1002

904) 824-5178

NA 238

Historic resource management consultants:

March 3, 1989

- historic property research
- National Register listing
- historic property tax certification

Carl Shiver, Ph.D.
Bureau of Historic Preservation
Division of Historical Resources
Department of State
R. A. Gray Building
Tallahassee, Florida 32399-0250

RE: Old Town Fernandina

Dear Carl:

- historic area survey
- historic preservation planning

Enclosed is the revised statement of significance and present and original physical appearance for the above reference National Register nomination. Accompanying the nomination are responses from John Griffin to the National Register reviewer's questions. I have attempted to incorporate John's comments into the revision, but include them for your reference.

- grant writing

Please read the nomination and suggest any corrections or revisions you feel appropriate. To expedite the process, our secretary will gladly type the final form. As you requested, I am presently preparing a copy of the map with the non-contributing buildings. I will forward it to you by the end of this week.

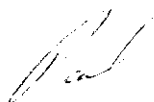
- cultural resource impact studies
- archaeological survey

I look forward to your response at the earliest convenient time.

- graphics

- cartography

Sincerely,



Paul L. Weaver

xc: Pat Williams,
Fernandina-Ameila Island Restoration Foundation



NA 89
NA 238

Mrs. Barbara T. Kent
June 28, 1989
Page Two

Third, site location and boundary information must be precise and accurate. Where street addresses are not applicable, location should be indicated by specific references to identifiable landmarks. Site boundaries should encompass only the site or property specifically identified and described in the nomination proposal.

Finally, the eligibility of the property for National Register listing depends on two essential points: 1) its "site integrity" or the extent to which the property retains the physical character and appearance of its period of significance, and 2) its association with significant historic events, developments, or personalities as reflected in its present condition and appearance.

Obviously, preparation of the nomination proposal will require detailed investigation of both the physical development of the property itself and the broader historic context in which that development occurred. The information obtained must then be incorporated into narrative texts in the physical description and significance statement sections of the proposal form. While this is not a simple task, I am sure that the instruction booklet will provide ample guidance in most cases. However, should you need additional information or clarification, please do not hesitate to call me at (904) 487-2333. I will be happy to help in any way I can.

A single copy of the proposal should be submitted to us as soon as you have it completed in draft form. Footnotes, photographs, and site and floor plans should accompany the draft proposal. This will enable us to give you our comments and to suggest any revisions that we feel may be necessary before you prepare the final document and make the copies of the proposal necessary for distribution to the Review Board. At that point, we should also be able to schedule the proposal for presentation to the Review Board.

We appreciate your interest in nominating this property and look forward to receiving the nomination proposal.

Sincerely,



W. Carl Shiver
Historic Sites Specialist

WCS:bs
Enclosures

~~NA 82~~
NA 238

Major archaeological sites within Old Town are:

Ft. San Carlos	Plaza	
midden	9	10, 13, 14
midden (part of same)	10	9-14

AA-81
NA 238

A public meeting will be held Thursday, January 16, at 10:00 a.m. at the City Commission Chambers at the corner of Ash and 2nd Streets to discuss the proposed nomination of the expanded Fernandina Beach Historic District and the Original Town of Fernandina Historic Site to the National Register of Historic Places. A representative of the State Bureau of Historic Preservation will be available to explain the proposal and to answer questions regarding the nomination process.

The proposed expansion of the Fernandina Beach Historic District is roughly bounded by Broom, Calhoun, Escambia and Dade Streets on the north; Fourth, Fifth, Sixth, Seventh, Eighth and Tenth on the east; Ash, Beech, Cedar, Date and Elm Streets on the south; and Second, Third, Fourth and Fifth Streets on the west.

The Original Town of Fernandina is located at the north end of Amelia Island. Its boundaries are roughly the Amelia River on the west, the marshes of Egans Creek on the north, the limites of the Original Town on the east and a marshland on the south.

Maps indicating the precise boundaries of these proposed nomination areas will be on display at the public meeting, and the same maps are available upon request from the State Historic Preservation Office in Tallahassee.

The above nominations will be considered by the Florida Review Board for nomination to the National Register of Historic Places on February 6 and 7, 1986.

Listing in the National Register, the Federal government's official list of historic properties worthy of preservation, results in the following for historic properties:

Consideration in planning for Federal, federally licensed, and federally assisted projects. The Advisory Council on Historic Preservation must be given an opportunity to comment on all federally related projects affecting listed properties. For further information see 36 CFR 800.

Eligibility for federal tax provisions. The Federal Internal Revenue Code encourages the preservation of depreciable historic structures by allowing favorable tax treatments for rehabilitation and also provides for charitable contributions for conservation purposes of partial interests in historically important land areas or structures. For further information see 36 CFR 67.

~~NA 238~~
NA 238

Consideration of historic values in the decision by the State or Federal government to issue a surface coal mining permit where coal is located. For further information see 30 CFR 70 et seq.

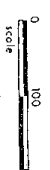
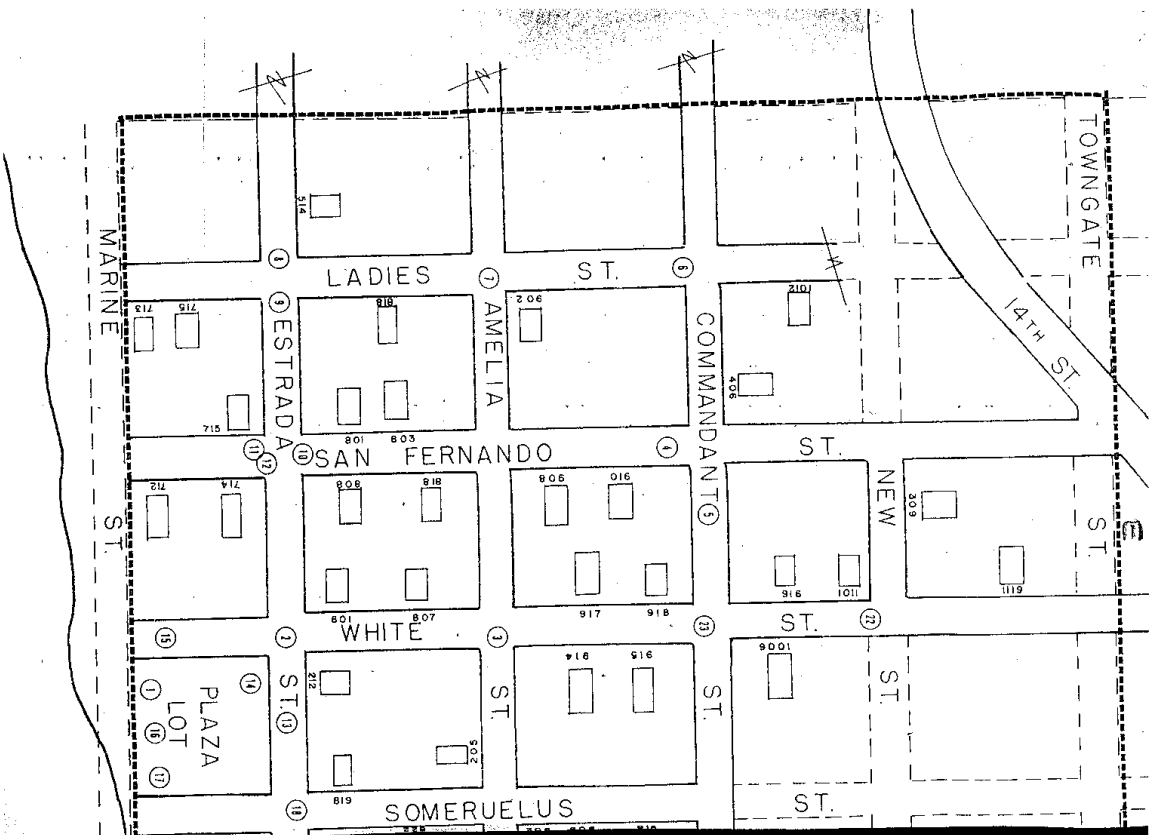
Eligibility for federal grants-in-aid whenever funds are appropriated by Congress. For further information contact the State Historic Preservation Office.

Owners of private property nominated to the National Register may concur in or object to the nomination in accord with 36 CFR Part 60. Any owner or partial owner who objects to listing should submit a notarized statement certifying ownership and objection to the listing to George W. Percy, State Historic Preservation Officer, Division of Archives, History and Records Management, Department of State, The Capitol, Tallahassee, Florida 32301 by January 31, 1986. Each owner or partial owner may register one objection, regardless of how many whole or partial properties in the district are owned by that party. If a majority of private property owners object to the nomination, it will not be listed; however, the State Historic Preservation Officer shall submit the nomination to the Keeper of the National Register for a determination of eligibility for inclusion in the National Register. If the property is determined eligible but not formally listed, the Advisory Council must still be given an opportunity to comment on Federal projects which may affect the district.

A copy of the nomination, the criteria used for evaluation, and more information on the results of listing are available from the State Historic Preservation Office at the above address or telephone inquiries can be made at (904) 487-2333. Comments on the nomination should be received by the State Historic Preservation Office before the nomination is considered by the State Review Board on February 6, 1986.

NA 238

N



NA 238

S

CITY
CEMETERY

OLD TOWN
FERNANDINA
HISTORIC SITE

BUILDINGS (NONCONTRIBUTING) 
UNIMPROVED STREETS 
DISTRICT BOUNDARY 
PHOTOGRAPH NUMBERS 
Handwritten note: 2nd photo

NA 238

ST. MARY'S RIVER AND FERNANDINA HARBOR

FLORIDA

From a Trigonometrical Survey

under the direction of A.D. BACILLE Superintendent of the

SURVEY OF THE COAST OF THE UNITED STATES

Triangulation by Capt. J.H. SIMPSON and Lieutenant A.W. EVANS U.S.A. Assistants

Topography by A. M. HARRISON Assistant

Hydrography by the Party

under the command of Lieut. S.D. TRENCHARD U.S.N. Asst.

Scale 1:60,000

1857

Resurvey of Bar by COBOUTELLE Asst.

in 1862

Statute Miles

Nautical Miles



Written
M. H. B. Jones Capt. Eng. Corps
Asst. U.S. In charge of Office



CITY

CEMETERY

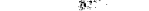
NA 238

OLD TOWN

FERNANDINA

HISTORIC SITE

BUILDINGS (NONCONTRIBUTING) 

UNIMPROVED STREETS 

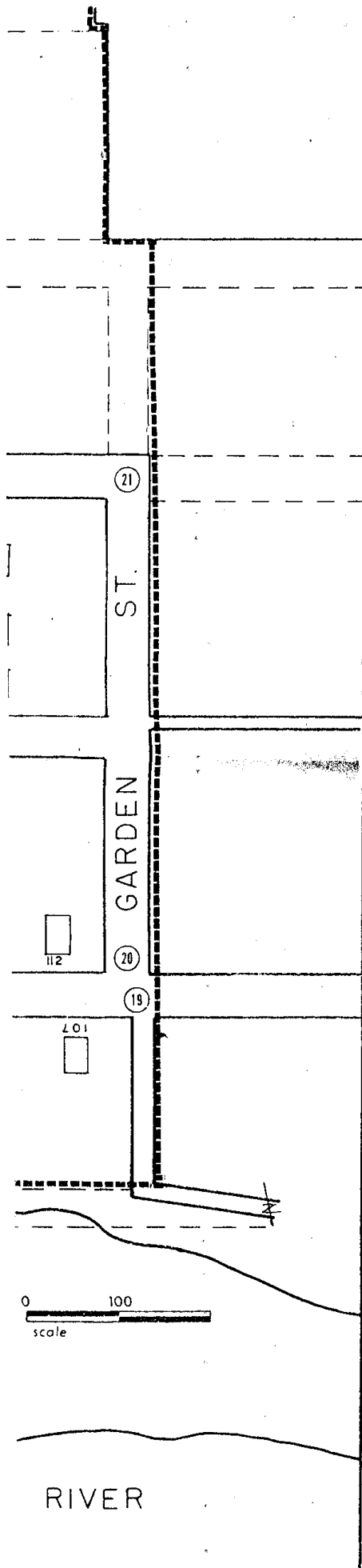
DISTRICT BOUNDARY 

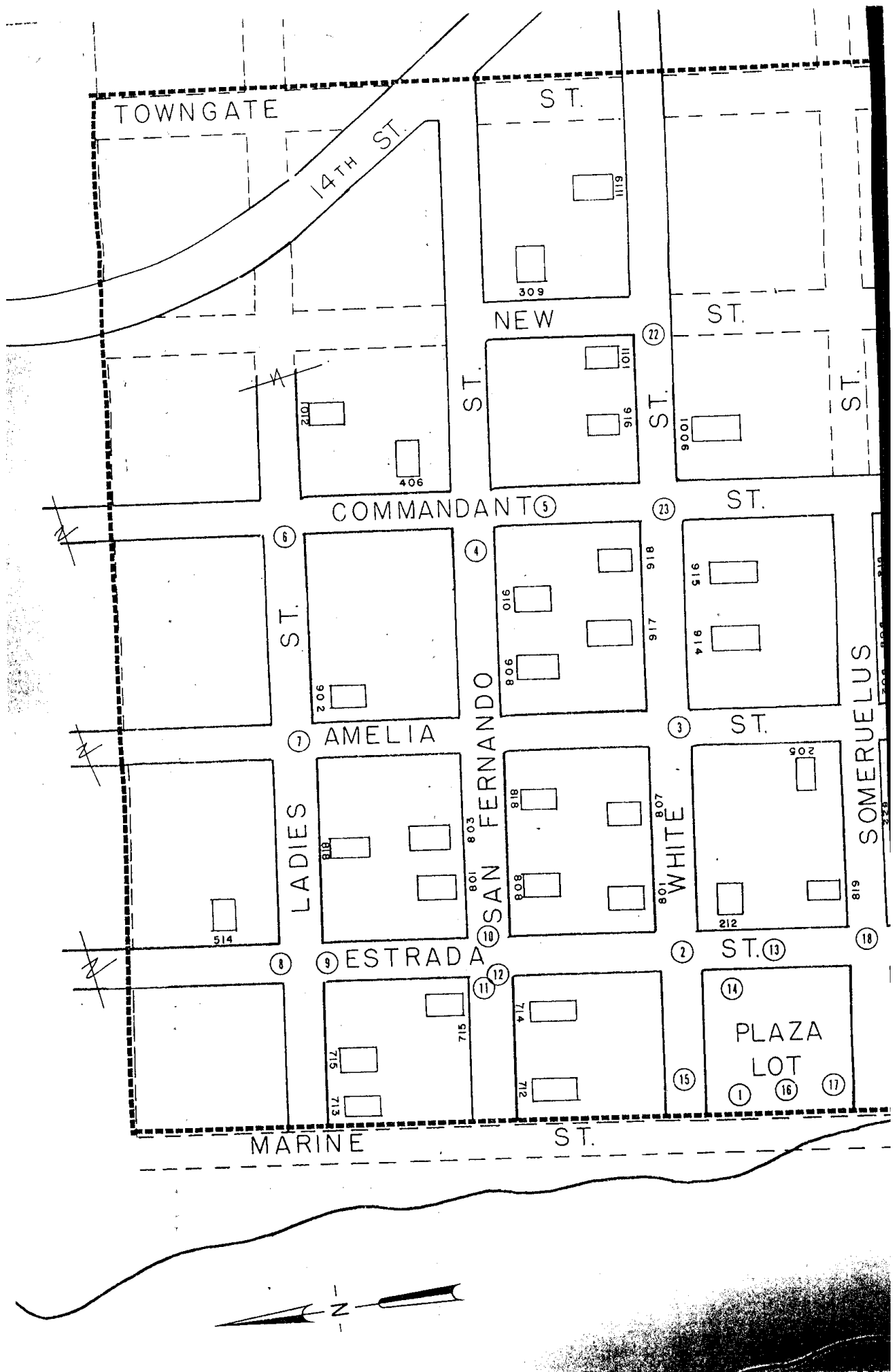
PHOTOGRAPH NUMBERS (5)

Small handwritten notes

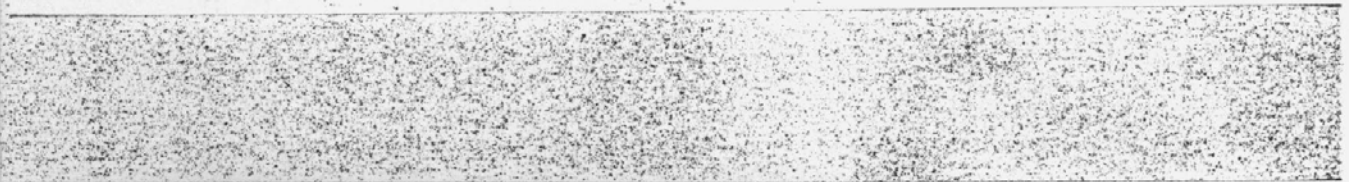
0 100
scale

RIVER









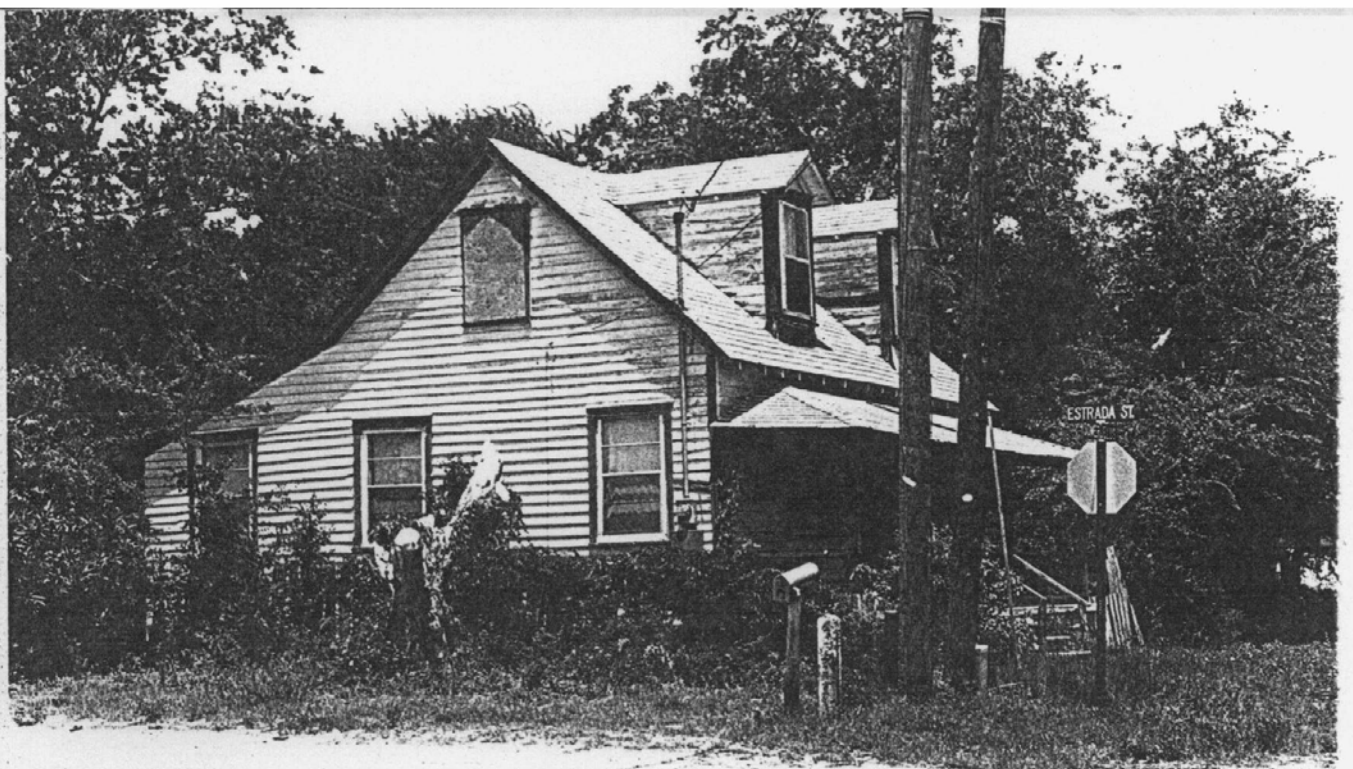


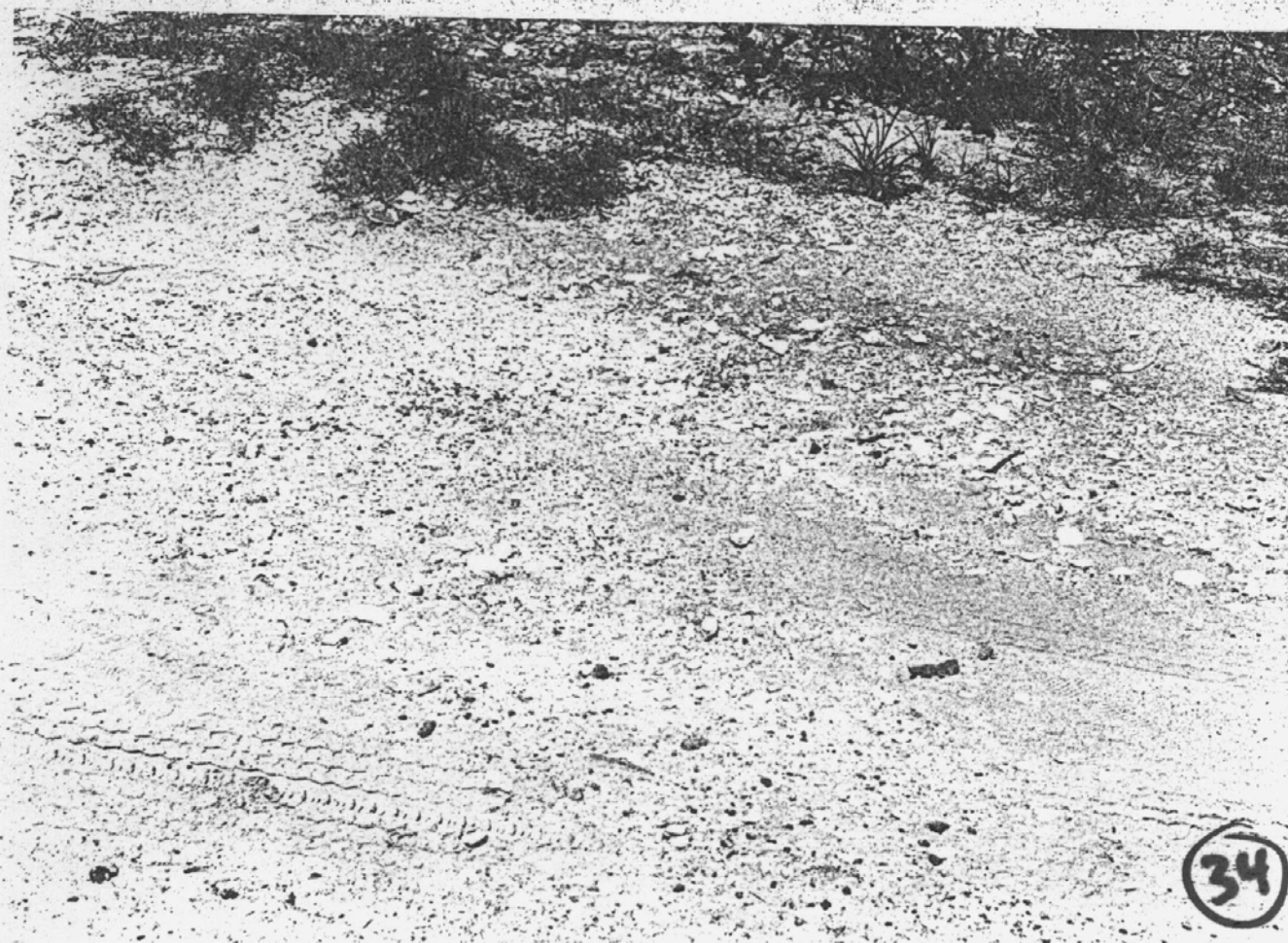














United States Department of the Interior
National Park ServiceNational Register of Historic Places
Continuation SheetSection number 7 Page 8

Description (photographs)

List of Photographs

1. 212 Estrada St., Old Town Fernandina Historic Site
 2. Fernandina Beach (Nassau County). FL
 3. Carl Shiver
 4. 1989
 5. Bureau of Historic Preservation
 6. View from Plaza Lot, Looking East
 7. Photo No. 1 of 23
-
1. Intersection of White & Estrada Sts.,
Old Town Fernandina Historic Site
 2. Fernandina Beach (Nassau County). FL
 3. Carl Shiver
 4. 1989
 5. Bureau of Historic Preservation
 6. View Looking North
 7. Photo No. 2 of 23
-
1. Intersection of Amelia & White Sts.,
Old Town Fernandina Historic Site
 2. Fernandina Beach (Nassau County). FL
 3. Carl Shiver
 4. 1989
 5. Bureau of Historic Preservation
 6. View Looking South
 7. Photo No. 3 of 23
-
1. 910 San Fernando St., Old Town Fernandina Historic Site
 2. Fernandina Beach (Nassau County). FL
 3. Carl Shiver
 4. 1989
 5. Bureau of Historic Preservation
 6. View Looking Southwest
 7. Photo No. 4 of 23
-
1. Intersection of Commandant & San Fernando Sts.,
Old Town Fernandina Historic Site
 2. Fernandina Beach (Nassau County). FL
 3. Carl Shiver
 4. 1989
 5. Bureau of Historic Preservation
 6. View Looking North
 7. Photo No. 5 of 23

United States Department of the Interior
National Park Service

National Register of Historic Places
Continuation Sheet

Section number 7 Page 9

Description (photographs)

1. 902 Ladies St., Old Town Fernandina Historic Site
2. Fernandina Beach (Nassau County). FL
3. Carl Shiver
4. 1989
5. Bureau of Historic Preservation
6. View Looking Southwest
7. Photo No. 6 of 23

1. Intersection of Ladies & Amelia Sts.,
Old Town Fernandina Historic Site
2. Fernandina Beach (Nassau County). FL
3. Carl Shiver
4. 1989
5. Bureau of Historic Preservation
6. View Looking South
7. Photo No. 7 of 23

1. Intersection of Ladies & Estrada Sts.,
Old Town Fernandina Historic Site
2. Fernandina Beach (Nassau County). FL
3. Carl Shiver
4. 1989
5. Bureau of Historic Preservation
6. View Looking North toward Egans Creek
7. Photo No. 8 of 23

1. Intersection of Ladies & Estrada Sts.,
Old Town Fernandina Historic Site
2. Fernandina Beach (Nassau County). FL
3. Carl Shiver
4. 1989
5. Bureau of Historic Preservation
6. View Looking South
7. Photo No. 9 of 23

1. 715 San Fernando St., Old Town Fernandina Historic Site
2. Fernandina Beach (Nassau County). FL
3. Carl Shiver
4. 1989
5. Bureau of Historic Preservation
6. View Looking Northwest
7. Photo No. 10 of 23

United States Department of the Interior
National Park ServiceNational Register of Historic Places
Continuation SheetSection number 7 Page 10

Description (photographs)

1. 714 & 712 San Fernando St., Old Town Fernandina Historic Site
2. Fernandina Beach (Nassau County). FL
3. Carl Shiver
4. 1989
5. Bureau of Historic Preservation
6. View Looking Southwest
7. Photo No. 11 of 23

1. Intersection of San Fernando & Estrada Sts.,
Old Town Fernandina Historic Site
2. Fernandina Beach (Nassau County). FL
3. Carl Shiver
4. 1989
5. Bureau of Historic Preservation
6. View Looking East
7. Photo No. 12 of 23

1. Intersection of White & Estrada Sts.,
Old Town Fernandina Historic Site
2. Fernandina Beach (Nassau County). FL
3. Carl Shiver
4. 1989
5. Bureau of Historic Preservation
6. View Looking South
7. Photo No. 13 of 23

1. 107 & 117 Estrada St., Old Town Fernandina Historic Site
2. Fernandina Beach (Nassau County). FL
3. Carl Shiver
4. 1989
5. Bureau of Historic Preservation
6. View Looking Southwest from Plaza Lot
7. Photo No. 14 of 23

1. Intersection of Marine & White Sts.,
Old Town Fernandina Historic Site
2. Fernandina Beach (Nassau County). FL
3. Carl Shiver
4. 1989
5. Bureau of Historic Preservation
6. Looking North toward the rear of 712 San Fernando St.
7. Photo No. 15 of 23

12

United States Department of the Interior
National Park Service

National Register of Historic Places
Continuation Sheet

Section number 7 Page 11

Description (photographs)

1. Plaza Lot, Old Town Fernandina Historic Site
 2. Fernandina Beach (Nassau County). FL
 3. Carl Shiver
 4. 1989
 5. Bureau of Historic Preservation
 6. View Looking West toward Amelia River.
 7. Photo No. 16 of 23
-
1. Plaza Lot, Old Town Fernandina Historic Site
 2. Fernandina Beach (Nassau County). FL
 3. Carl Shiver
 4. 1989
 5. Bureau of Historic Preservation
 6. View Looking Southeast from the West Side of the Plaza Lot.
 7. Photo No. 17 of 23
-
1. 819 Someruelus St., Old Town Fernandina Historic Site
 2. Fernandina Beach (Nassau County). FL
 3. Carl Shiver
 4. 1989
 5. Bureau of Historic Preservation
 6. View Looking Northeast
 7. Photo No. 18 of 23
-
1. 920 Garden St. (outside of district)
Old Town Fernandina Historic Site
 2. Fernandina Beach (Nassau County). FL
 3. Carl Shiver
 4. 1989
 5. Bureau of Historic Preservation
 6. View Looking Northwest from the Intersection of Garden & Estrada Sts.
 7. Photo No. 19 of 23
-
1. Intersection of Estrada & Garden Sts.,
Old Town Fernandina Historic Site
 2. Fernandina Beach (Nassau County). FL
 3. Carl Shiver
 4. 1989
 5. Bureau of Historic Preservation
 6. View Looking East
 7. Photo No. 20 of 23

United States Department of the Interior
National Park Service

National Register of Historic Places
Continuation Sheet

Section number 7 Page 12

Description (photographs)

1. Intersection of Garden & Commandant Sts.,
Old Town Fernandina Historic Site
2. Fernandina Beach (Nassau County). FL
3. Carl Shiver
4. 1989
5. Bureau of Historic Preservation
6. (Detail) Oyster Shell & Sand Roadway
7. Photo No. 21 of 23

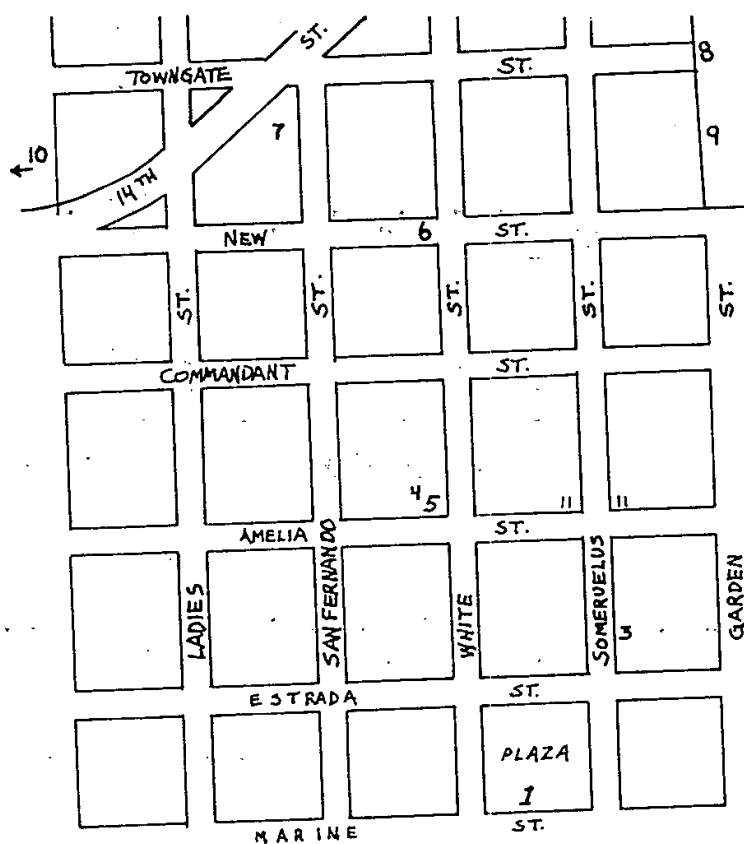
1. Intersection of White & New Sts.,
Old Town Fernandina Historic Site
2. Fernandina Beach (Nassau County). FL
3. Carl Shiver
4. 1989
5. Bureau of Historic Preservation
6. View Looking West
7. Photo No. 22 of 23

1. 918 White Street, Old Town Fernandina Historic Site
2. Fernandina Beach (Nassau County). FL
3. Carl Shiver
4. 1989
5. Bureau of Historic Preservation
6. View Looking Northwest
7. Photo No. 23 of 23

PLANO
del Proyecto para
nuevo Pab. de la

FERNANDINA
en la Ylla Anallau de la
Punta Oriental,
situada en Mayo
de 1811.





CITY CEMETERY
(BOSQUE BELLO)

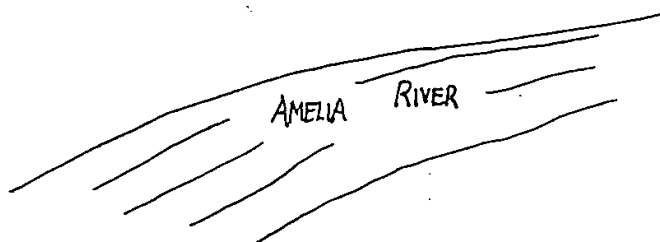
POTENTIAL ARCHAEOLOGICAL SITES IN OLD TOWN FERNANDINA BEACH, FL

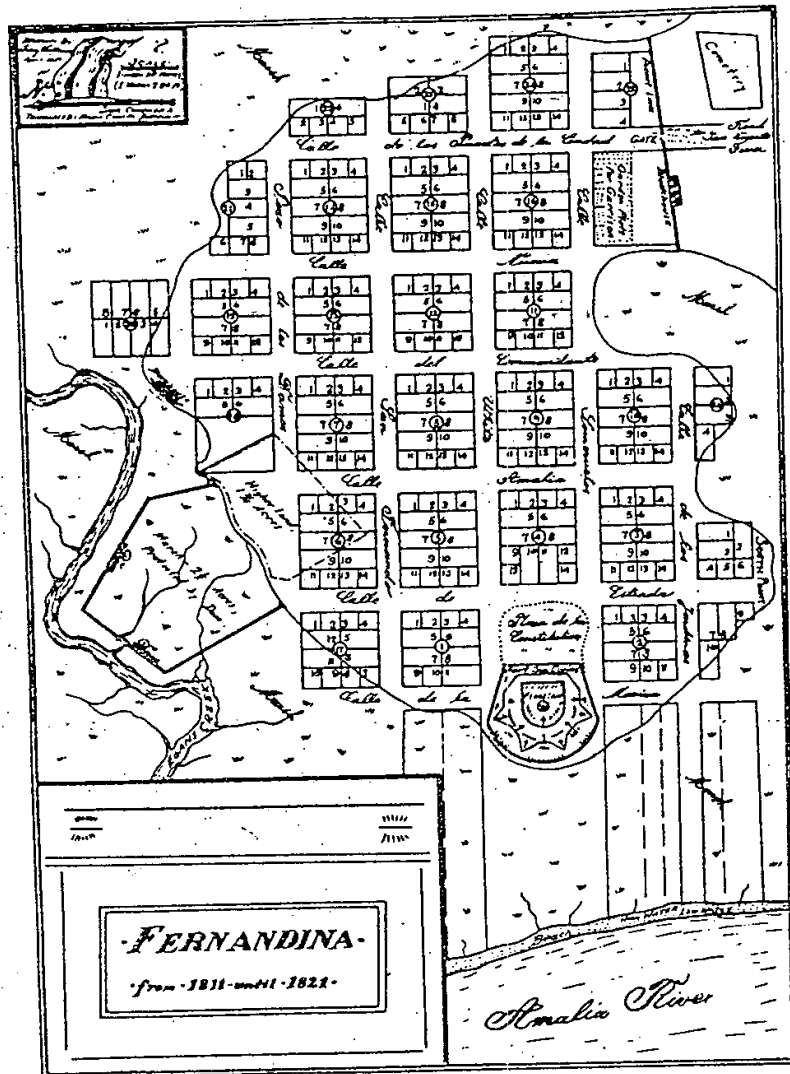
KEY

- 1 - FORT SAN CARLOS (PREVIOUSLY EXCAVATED)
- 2 - BRICK FOUNDATION
- 3 - PREHISTORIC & HISTORIC ARTIFACTS ON SURFACE
- 4 - CISTERN
- 5 - PIERS MADE OF TABBY MORTAR
- 6 - EARLY 19TH CENTURY ARTIFACTS ON ROAD
- 7 - EARLY 19TH CENTURY ARTIFACTS IN AREA EXPOSED BY EARTHMOVING ACTIVITY
- 8 - SITE OF TOWNGATE
- 9 - SOUTHERN BLOCKHOUSE (ON MARSH)
- 10 - NORTHERN BLOCKHOUSE (ON CREEK)
- 11 - MIDDEN

2

RIVER FLOOD PLAIN





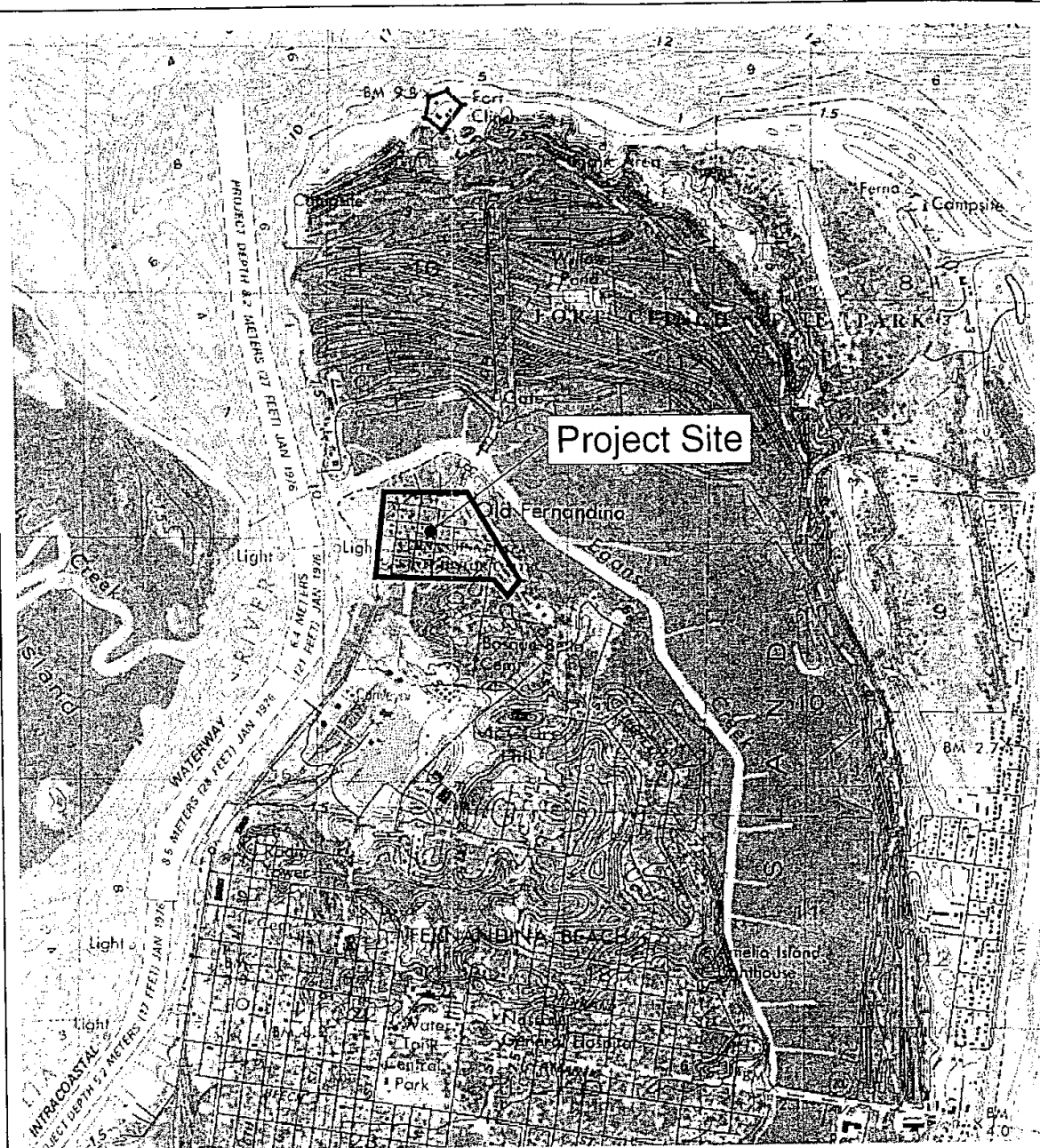
Fernandina's remarks more tempting morsel in Florida figured as a pawn. and many of her American attention from Florida. United States, regarding watched each other to the Folch of Florida begged the border invaders, an Secretary of State, that the year (1811) he would Florida and West Florida not unwarranted; one counted thirty-six English 1812.

The Spanish Governmentary 1st, and Madison Congress to discuss its implications President was empowered Perdido River, if the loss if there was danger that it. Foreign power meant realized that a war was inevitable, and it was Florida (72).

The President was navy, if necessary, and of East Florida; he was government and appoint saw fit. President Madison and Colonel John McKim's of the bill (73).

In their instructions to deal from general observation the delicacy and importance of local authority was included General Matthews was in the United States. "Should entertain a suspicion to occupy the country the alert, and, on the 1 of a force for that purpose vigor with whom you by force the territory may be advanced to take

In spite of the advantage that the United



Source: U.S.G.S. Topographical Survey, Fernandina Beach, FL., Quadrangle (1992)
Scale 1"=2000'

Location/Topographical Map



ENVIRONMENTAL
SERVICES, INC.

Old Town Fernandina
Nassau County, Florida

Project No. EJ96115

Date May 1998

Figure No. 1

**SMALL MATCHING HISTORIC PRESERVATION GRANTS
FY2020-2021 FINAL RANKING PROJECT LIST**

Rank	Applicant and Project	County	Grant Amount	Cumulative Grant Amount
1	The Florida Historical Society <i>Florida Frontiers: The Weekly Radio Magazine of the Florida Historical Society</i>	Brevard	\$50,000	\$50,000
2	Reflections of Manatee, Inc. <i>Mineral Spring Restoration Archaeological Investigations</i>	Manatee	\$50,000	\$100,000
3	Southeast Archaeology Foundation, Inc. <i>Plantation Hill West Archaeological Survey - Phase I</i>	Santa Rosa	\$50,000	\$150,000
4	Miami-Dade County <i>Arch Creek Park Historical Education Outreach</i>	Miami-Dade	\$34,400	\$184,400
5	Wakulla County Board of County Commissioners <i>Wakulla County Coastal Resources Survey</i>	Wakulla	\$31,750	\$216,150
6	University of Florida <i>Bethlehem Methodist Episcopal Cemetery Conservation Management Plan</i>	Alachua	\$12,500	\$228,650
7	Mel Fisher Maritime Heritage Society, Inc. <i>Pop Up Museums for Florida Schools: The Cuban Missile Crisis. When the Cold War Got Hot</i>	Monroe	\$50,000	\$278,650
8	City of Sanford <i>Sanford Civic Center Conditions Assessment</i>	Seminole	\$31,700	\$310,350
9	City of St. Augustine <i>Accessing St. Augustine's Heritage through Digital Media</i>	St. Johns	\$40,000	\$350,350
10	Chattahoochee Main Street, Inc. <i>Archaeological Survey at River Landing Park</i>	Gadsden	\$50,000	\$400,350
11	Friends of Franklin County State Parks Inc. <i>Orman House Historic State Park Improvements Phase 1</i>	Franklin	\$39,500	\$439,850
12	Pinellas County Government <i>Historic Resources Survey of Flood Hazard Areas, Phase 1</i>	Pinellas	\$50,000	\$489,850
13	The Saint Augustine Historical Society <i>Historic Structures Report Fernandez-Llambias House</i>	St. Johns	\$19,000	\$508,850
14	City of Cedar Key, Florida <i>Envision Cedar Key: Sea Level Rise Adaptation Planning Tool</i>	Levy	\$48,000	\$556,850
15	City of Fernandina Beach <i>Old Town Guidelines Analysis and Update</i>	Nassau	\$48,000	\$604,850
16	St. Johns County Board of County Commissioners <i>Historic Properties Survey of Hastings, Florida</i>	St. Johns	\$50,000	\$654,850
17	City of Titusville, Florida <i>City of Titusville Historic Booklet and Walking Tour Project</i>	Brevard	\$30,000	\$684,850

18	The University of South Florida <i>John C Williams House Planning Project: Preservation, Protection and Master Plan</i>	Pinellas	\$17,837	\$702,687
19	Highlands County Board of County Commissioners <i>Architectural Inventory and Evaluation of Historic Lakeside Resources, Highlands County, Florida - Avon Park</i>	Highlands	\$20,000	\$722,687
20	Historic Plant City Main Street <i>Historic Plant City Main Street Re-start up Project</i>	Hillsborough	\$20,000	\$742,687
21	Indian River County Parks Division <i>Jones' Pier Residence Stabilization and Museum Planning</i>	Indian River	\$10,725	\$753,412
22	Deerfield Beach Historical Socieity Inc <i>Historic Butler House - Preservation Planning</i>	Broward	\$25,000	\$778,412
23	Sarasota County Board of County Commissioners <i>Planning and Design Services for the Historic Residences and Property at Vamo Park</i>	Sarasota	\$50,000	\$828,412
24	Friends of the Hugh Embry Library Branch of the Library of Pasco County, Florida, Inc. <i>Digitizing Dade City Banner Newspaper</i>	Pasco	\$6,000	\$834,412
25	The Cedar Key Historical Society, Inc. <i>Assessing and Communicating Natural Disaster Risk in the Cedar Keys Historic and Archaeological District</i>	Levy	\$50,000	\$884,412
26	Santa Rosa County BOCC <i>Fidelis School Building Existing Conditions and Recommendations Planning Project</i>	Santa Rosa	\$50,000	\$934,412
27	Dade Heritage Trust, Inc. <i>Silver Bluff Neighborhood Survey</i>	Miami-Dade	\$50,000	\$984,412
28	Florida Keys History and Discovery Foundation, Inc. <i>Student Discovery Tour & Traveling History Exhibit in a Box</i>	Monroe	\$11,700	\$996,112
29	Historic Markers, Incorporated <i>Key West Marker Tour and Open Air Museum</i>	Monroe	\$16,360	\$1,012,472
30	Collier County Board of County Commissioners <i>Naples Depot Museum, Budd Train Car Interpretation & Digital Walk-Through</i>	Collier	\$47,800	\$1,060,272
31	City of Arcadia <i>Speer Center Planning</i>	DeSoto	\$50,000	\$1,110,272
32	City of Winter Garden <i>Downtown Winter Garden Historic Survey Update</i>	Orange	\$20,000	\$1,130,272
33	Coral Gables Congregational Church (United Church of Christ), Inc. <i>Planning for Preservation of Coral Gables Congregational UCC: The Second Hundred Years</i>	Miami-Dade	\$40,827	\$1,171,099
34	Ybor City Museum State Park <i>Ybor City Museum State Park Educational App</i>	Hillsborough	\$1,945	\$1,173,044
35	Foundation of Greater Fort Walton Beach Chamber of Commerce <i>Susan Myers Fort Walton Beach Historic Walking Trail</i>	Okaloosa	\$5,800	\$1,178,844
36	Town of Juno Beach <i>Juno Beach Landmarks Trail Map/Brochure, Interpretive Signs, Website and Mobile App</i>	Palm Beach	\$20,000	\$1,198,844

37	The Episcopal Diocese of Florida, Inc. <i>St Mark's Episcopal Church Campus Phase III Historical, Architectural/Engineering Study</i>	Putnam	\$50,000	\$1,248,844
38	Florida A&M University <i>St. Augustine VR Project</i>	St. Johns	\$35,504	\$1,284,348
39	Miracles 3 Munree Cemetery: A Lost and Found History	Leon	\$1,005	\$1,285,353
40	Florida State University Department of Urban and Regional Planning <i>North Star Legacy Communities: A Florida Treasure</i>	Jackson	\$29,994	\$1,315,347
41	City of Homestead <i>Homestead History Experience</i>	Miami-Dade	\$50,000	\$1,365,347
42	Florida A&M University <i>Apalachicola Hill Oral History Project</i>	Franklin	\$21,400	\$1,386,747
43	City of Coral Springs <i>The Museum of Coral Springs History, Touchscreen Interactive Exhibit</i>	Broward	\$5,360	\$1,392,107
44	Village of Palmetto Bay <i>Preserving the Local History of Palmetto Bay</i>	Miami-Dade	\$50,000	\$1,442,107
45	City of Fort Lauderdale <i>Phase II - City-Wide Architectural Resource Survey</i>	Broward	\$10,000	\$1,452,107

From: FLDOS.Grants@dos.myflorida.com
To: clilly@fbfl.org; [Lorelei Jacobs](#); [Jeremiah Glisson](#); [Mr. Dale L. Martin](#); [Kelly N. Gibson](#)
Subject: Award of Grant Funding for FY21 Small Matching Project
Date: Thursday, July 2, 2020 1:21:55 PM

This is a message from Timothy Knoepke (Timothy.Knoepke@dos.myflorida.com)

Fiscal year 2020-2021

21.h.sm.100.076 Old Town Guidelines Analysis and Update

Dear City of Fernandina Beach,

I am delighted to extend my congratulations to your organization, which has been awarded funds towards a Small Matching Grant from the Department of State's Division of Historical Resources. The historic preservation grants specialist assigned to your project will contact you soon to begin the process towards the execution of a grant award agreement. He/she will be your main point of contact, but please feel free to contact me at any time. In the meantime, I wish to offer the following information to help you get started:

- Grants Online System – The Department of States uses a Department-wide online grants system. Please visit dosgrants.com and make sure the Project Contact is still active, along with that person's information including active email address and telephone numbers. We will be using the online system to manage, monitor, and review all documents related to the grant project.
- Procurement – If your grant will require a contractor's services (e.g. architect, engineer, general contractor, archaeologist, survey consultant, web designer), depending on the contract amount for those services, you will be required to document your open, competitive selection process. Also, draft contracts must be reviewed and approved by the Division prior to the execution of the contract. You must wait until the grant award agreement is fully executed before submitting draft contracts for review; if applicable, please refer to AIA contracts for guidance.
- Start Date – Please remember that the grant award period started on July 1st and that work undertaken prior to July 1st will not be covered by the grant award or match. Also, work inconsistent with the approved scope of work will not be covered, regardless of when it is performed.
- How to Manage your Grant Presentation – A pdf version of the "How to Manage your Grant" presentation is currently available on our webpage at FLHeritage.com for your convenience. We will also be hosting webinars on this subject in late July/early August.

We look forward to working with you.

Timothy Knoepke, M.A., FCCM
Historic Preservation Grants Program Supervisor
Division of Historical Resources | Florida Department of State

500 South Bronough Street | Tallahassee, Florida 32399 | 850.245.6393 | 1.800.847.7278 |
Timothy.Knoepke@dos.myflorida.com | www.flheritage.com

This message was generated from the DOS Grants System.

Thank You,
Florida Department of State

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Ordinance 2020-22
Charter Amendment - Conservation Referendum

ITEM TYPE: Ordinances (w/ fiscal impact)

REQUESTED ACTION: Consider Ordinance 2020-22 at First Reading.

SYNOPSIS: Commissioner Chip Ross requested at a City Commission meeting in May 2019, that an Ordinance be drafted to amend the Charter to provide that a referendum be required to sell or lease for 40+ years any City-owned conservation land.

This proposed Ordinance amends Section 10A of the City Charter to add a third subsection regarding a referendum for sale or lease of City-owned conservation land. If the City Commission wishes to approve the proposed Ordinance, it will have to insert the election date for amending the City Charter, either a special election or the 2020 general election. Voters must approve an amendment to Section 10A of the City Charter before the new provision would be included in the Charter.

Commissioner Ross expressed interest in changing the previously approved language in Ordinance 2019-15 to what the Charter Review Committee recommended in June 2020. This amendment prohibits any sale or lease of City-owned conservation lands and requires unanimous approval by the City Commission to sell or lease recreation facilities and 70% approval at referendum by voters.

FISCAL IMPACT: The City would be responsible for election costs for all resulting referendums. Funds will be budgeted accordingly.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission approve proposed Ordinance 2020-22 at First Reading.

Tammi E. Bach, City Attorney	7/9/2020
Katie Newton, Legal Assistant	7/9/2020
Nicole Bednar, Administrative Services Manager	7/9/2020
Dale L. Martin, City Manager	7/9/2020
Pauline Testagrose, Comptroller	7/9/2020

Caroline Best

Date: July 09, 2020

Submitted By: Caroline Best, City Clerk

COMMISSION ACTION: Approve

ORDINANCE 2020-22

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AMENDING ORDINANCE 2019-15 SUBMITTING TO THE CITY ELECTORS PROPOSED AMENDMENTS TO THE CHARTER WHICH AMEND SECTION 10A TO PROHIBIT SALE OR LEASE OF CITY-OWNED CONSERVATION LAND AND TO FURTHER RESTRICT SALE OR LEASE OF RECREATION FACILITIES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

NOW, THEREFORE, THE CITY OF FERNANDINA BEACH, FLORIDA, HEREBY ENACTS:

SECTION 1. It is hereby proposed that the amendments to the Charter of the City of Fernandina Beach be enacted.

SECTION 2. It is proposed that Section 10A of the City of Fernandina Beach's Charter be hereby amended to read as follows:

Sec. 10A Referendum required for sale of city-owned recreational facilities and land.

(a) A referendum election is required prior to the sale or lease for a period of more than 40 years of "recreational facilities" such as golf courses, swimming pools, and parks.

(b) For a referendum election under this Section 10A, the City Commission must first adopt an ordinance by unanimous vote of the Commission to put a sale or lease of recreational facilities on a ballot for the voters, and the referendum must then pass by 70% of the voters in that referendum election.

(c) "Conservation lands", including City-owned lands protected by conservation easements, must not be leased or sold by the City and are held by the City for the benefit of the public in perpetuity.

(d) "Recreational facilities" and "conservation lands" are each defined in the City's Comprehensive Plan and generally mean lands or places with a Recreation or Conservation designation, respectively, on the City's Future Land Use Map of the City's Comprehensive Plan. Conservation lands may also include lands owned or leased by the City and protected by conservation easements.

- ~~(1) A referendum election shall be required prior to the sale, lease for a period of more than 40 years, or other transfer of City-owned swimming pools, golf course or courses, any and all recreational facilities, or lands which are designated for recreational use in the City's comprehensive plan or any portion thereof, and all buildings, improvements and appurtenances pertaining thereto, whether presently built or hereafter built. The City Commission shall pass an ordinance by a majority vote to place the matter on the ballot for the voters to decide. The decision of the voters shall be binding. If approved by the voters, the City Commission shall have the authority to issue a deed for the property, or to issue such other documents as may be necessary to complete the transaction.~~
- ~~(2) "Recreational facilities" as used in this section is hereby defined as any real property, including improvements thereon, owned by the City of Fernandina Beach and used or intended for use by the general public primarily for parks, playgrounds, amusements, resorts, pleasure, nature preserves; botanic, zoological or marine conservatories; sporting events, pleasure boating, swimming, fishing~~

or any other recreational activity. Such recreational facilities shall be designated by a Resolution of the City Commission and which Resolution shall be updated from time to time.

- (3) ~~A referendum election is required prior to sale, lease for a period of more than 40 years, or other transfer of City-owned conservation land which includes land burdened by a conservation easement and/or land that is in a conservation zoning district or has a future land use map designation of conservation. The City Commission must pass an ordinance by super-majority vote to place the matter on the ballot for voters to decide. The decision of the voters is binding on the City Commission. If approved by the voters, the City Commission has the authority to issue a deed for the property, or to issue such other documents as may be necessary to complete the transaction.~~

SECTION 3. A referendum election is hereby called and will be held on the 3rd day of November, 2020 at the regular City Election to be held on said date, for the consideration by the voters of the City of Fernandina Beach of the proposed amendments to the City Charter. The questions to appear on the referendum ballot reflecting the proposed amendments to the City Charter at the election scheduled for November 3, 2020 will be as follows:

Question No. 1

~~Should the Fernandina Beach City Charter be amended to provide that City-owned conservation land can only be sold or leased for more than 40 years if approved by voters at a referendum election?~~

Question No. 1

Should the Fernandina Beach City Charter be amended to prohibit the sale or lease of City-owned conservation lands and restrict the sale or lease of City-owned recreation facilities by requiring unanimous vote of the City Commission and approval at a referendum by at least 70% of the electors of the City?

Yes

No

SECTION 4. The City Clerk is directed to notify the Nassau County Supervisor of Elections that the referendum items provided above will be considered at the regular City election to be held on November 3, 2020 by the electors of the City of Fernandina Beach.

SECTION 5. This Ordinance must be published in accordance with law.

SECTION 6. If any section, subsection, sentence, clause, phrase of this ordinance, or the particular application thereof is held invalid by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application must not be affected thereby.

SECTION 7. The provisions of this Ordinance will take effect immediately upon its passage and enactment. The amendments to the Charter will take effect only upon approval of a majority of the City electors voting at the referendum election on each issue and upon the filing of the amended Charter with all amendments approved by the City electors with the Secretary of State.

ENACTED this 4th day of August, 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

NOTICE OF PUBLIC HEARING
CITY COMMISSION
CITY OF FERNANDINA BEACH

NOTICE IS HEREBY GIVEN that a Public Hearing is scheduled for **Tuesday, August 4, 2020, at 6:00 PM** in the City Commission Chambers, 204 Ash Street Fernandina Beach, Florida to consider the following application:

ORDINANCE 2020-22

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AMENDING ORDINANCE 2019-15 SUBMITTING TO THE CITY ELECTORS PROPOSED AMENDMENTS TO THE CHARTER WHICH AMEND SECTION 10A TO PROHIBIT SALE OR LEASE OF CITY-OWNED CONSERVATION LANDS AND TO FURTHER RESTRICT SALE OR LEASE OF RECREATION FACILITIES; 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 July 22, 2020 edition of the News Leader.

Please send proof of publication to:

City Clerk's Office

City Hall, 204 Ash Street

Fernandina Beach, FL 32034

904-310-3115

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Ordinance 2020-23
Future Land Use Map Amendment - Non-City Owned Properties

ITEM TYPE: Ordinances (w/ fiscal impact)

REQUESTED ACTION: Consider Ordinance 2020-23 at First Reading.

SYNOPSIS: Actions for Future Land Use Map and Zoning Map Amendments consistent with the City Commission Goal to increase conservation land use and zoning acreage. Staff recommends approval of the request.

FISCAL IMPACT: Fiscal impact will be the elimination of development for residential and non-residential purposes.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission approve proposed Ordinance 2020-23 at First Reading.

Dale L. Martin, City Manager 7/10/2020

Pauline Testagrose, Comptroller 7/13/2020

Tammi E. Bach, City Attorney 7/13/2020



Date: February 14, 2020

Submitted By: Kelly Gibson, AICP, Planning Director

COMMISSION ACTION: Approve

ORDINANCE 2020-23

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, CHANGING THE CITY'S FUTURE LAND USE MAP TO ADD CONSERVATION AND RECREATION LANDS FOR PROPERTIES OWNED BY THE STATE OF FLORIDA, NASSAU COUNTY, AND OCEAN HIGHWAY AND PORT AUTHORITY, COLLECTIVELY TOTALING APPROXIMATELY 6.07 ACRES OF LAND; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Fernandina Beach has directed staff to seek out properties within the City limits to conserve; and

WHEREAS, the Planning Advisory Board reviewed the Future Land Use Map Amendment request under PAB Case# 2019-17 at its Regular Meeting on December 11, 2019, and recommended approval; and

WHEREAS, notice of public hearing on such application was published in the News Leader, a newspaper of general circulation in Fernandina Beach, Nassau County, Florida, on November 29, 2019; and

WHEREAS, City staff found the applicant's request to be consistent with the direction of the Comprehensive Plan, specifically policies 1.01.02, 1.02.03, 1.02.04, 1.02.08, 1.02.09, and 1.07.07 and recommends approval of the applicant's request.

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

SECTION 1. The properties identified for these changes to the City's Future Land Use Map collectively total approximately 6.07 acres are identified hereto as Exhibit "A."

SECTION 2. FUTURE LAND USE MAP CHANGES. For the properties in question, the City's Future Land Use Map is hereby changed to either Conservation (CON) or Recreation (REC) based on the table provided in Exhibit "A."

SECTION 3. PROPERTIES INVOLVED. The properties identified for this change of the City's Future Land Use Map are identified as: Parcel ID number 00-00-31-1520-0008-0030, totaling approximately 0.14 acres; Parcel ID number 00-00-31-1800-0067-0040, totaling approximately 0.22 acres; Parcel ID number 00-00-31-1800-0034-0050, totaling approximately 0.23 acres; Parcel ID number 00-00-31-1800-0060-0010, totaling approximately 2.53 acres; Parcel ID number 00-00-31-1540-0017-0020, totaling approximately 1.24 acres; Parcel ID number 00-00-31-1180-0013-0050, totaling approximately 0.07 acres; Parcel ID number 00-00-31-178A-0002-0071, totaling approximately 0.09 acres; Parcel ID number 00-00-31-178A-0002-0081, totaling approximately 0.14 acres; Parcel ID number 00-00-31-1800-0068-0031, totaling approximately 0.11 acres; Parcel ID number 12-3N-29-0000-0001-0000, totaling approximately 0.13 acres; collectively totaling approximately 6.07 acres of land and shown on the maps, attached hereto as Exhibit "A."

SECTION 4. FUTURE LAND USE MAP CHANGE. For the properties in question, the City's Future Land Use Map is hereby changed to Conservation (CON) or RECREATION (REC).

SECTION 5. SEVERABILITY. If any section, subsection, sentence, clause, phrase of this Ordinance, or the particular application thereof, shall be held invalid by any court, administrative agency or other body with appropriate jurisdiction, the remaining sections, subsections, sentences, clauses and phrases under application shall not be affected thereby.

SECTION 6. This Ordinance shall take effect immediately after its final enactment.

ENACTED this 18th day of August, 2020.

CITY OF FERNANDINA BEACH

JOHN A. MILLER
Mayor - Commissioner

ATTEST:

APPROVED AS TO FORM AND LEGALITY:

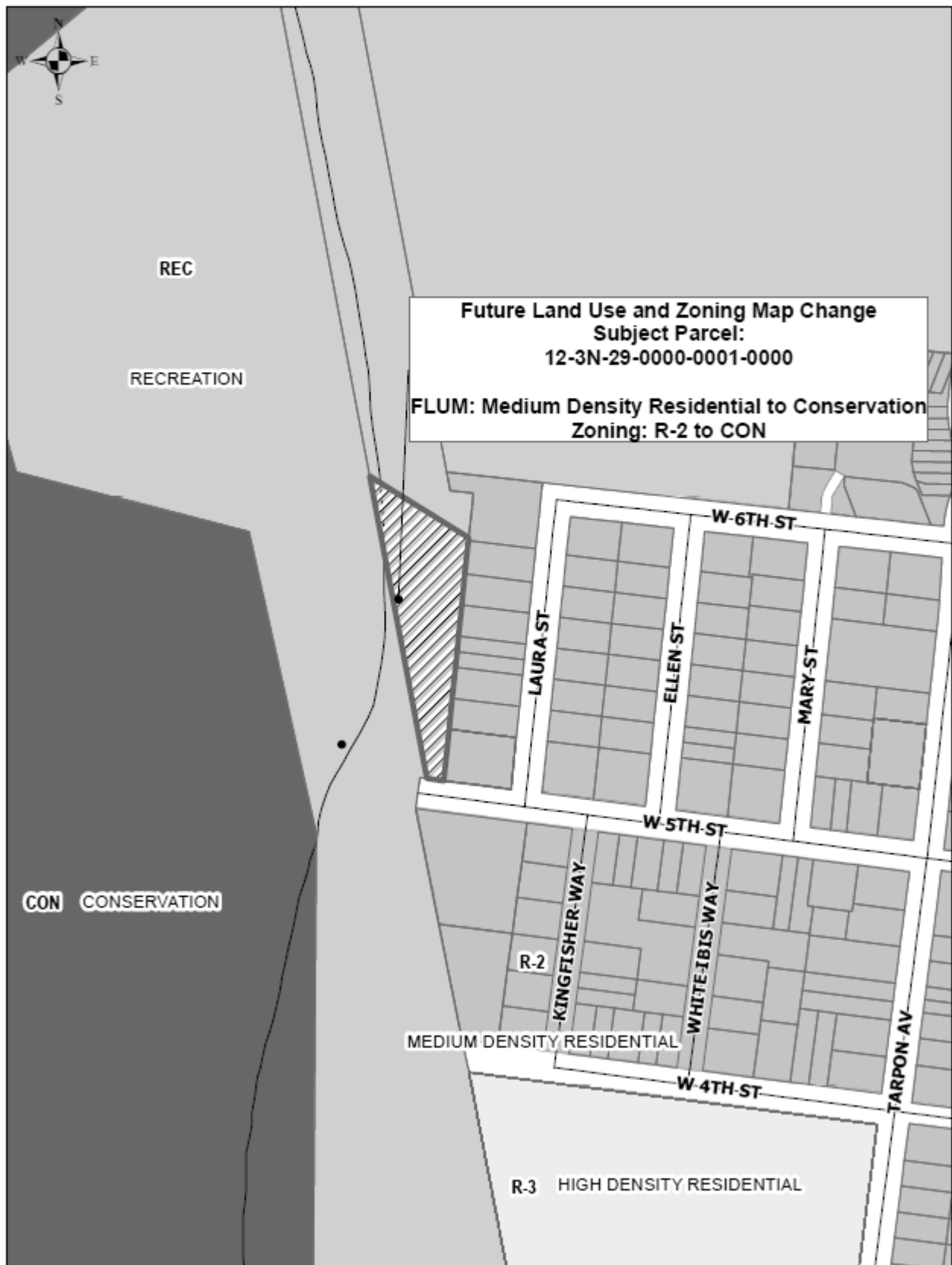


CAROLINE BEST
City Clerk

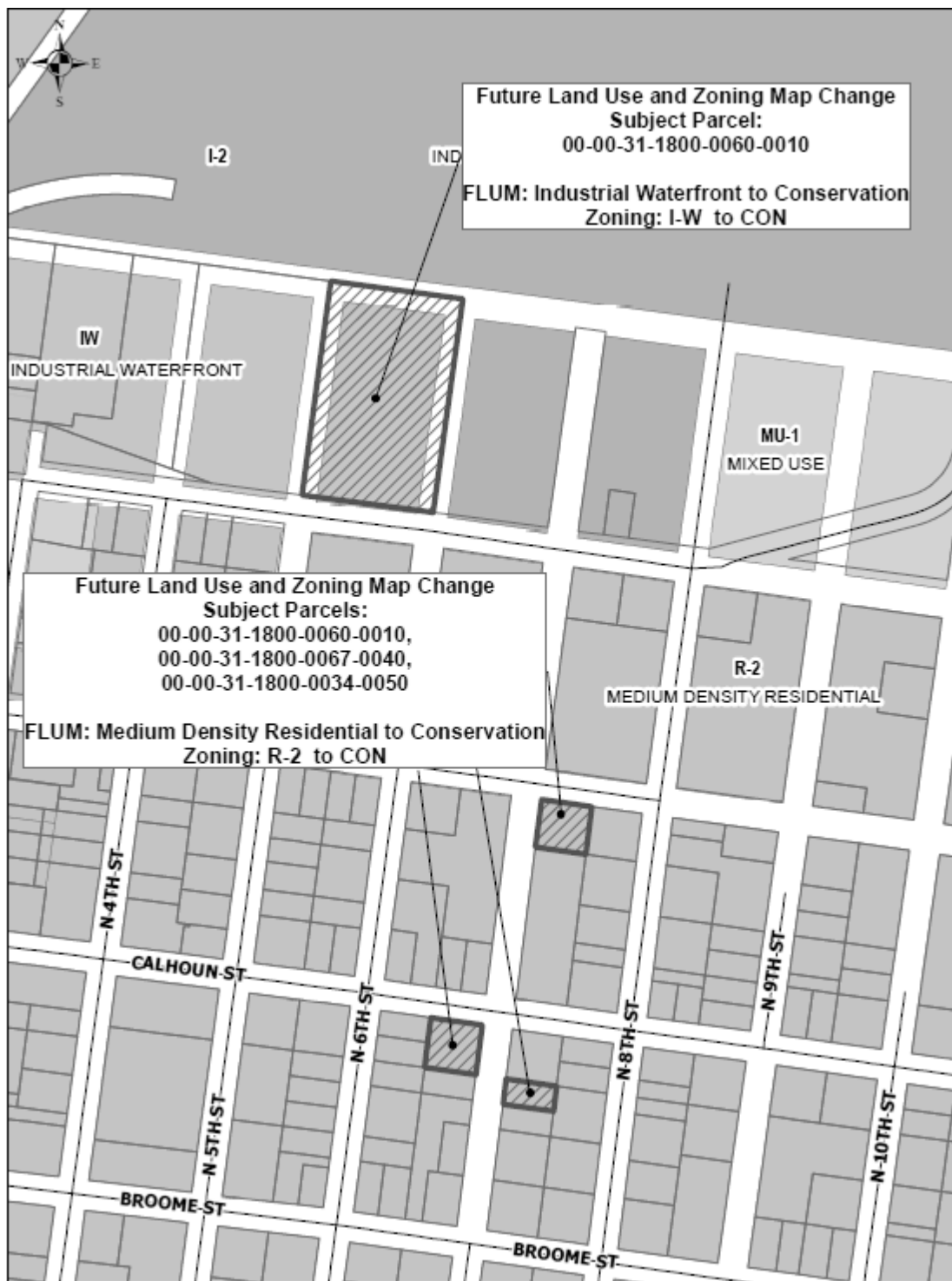
TAMMI E. BACH
City Attorney

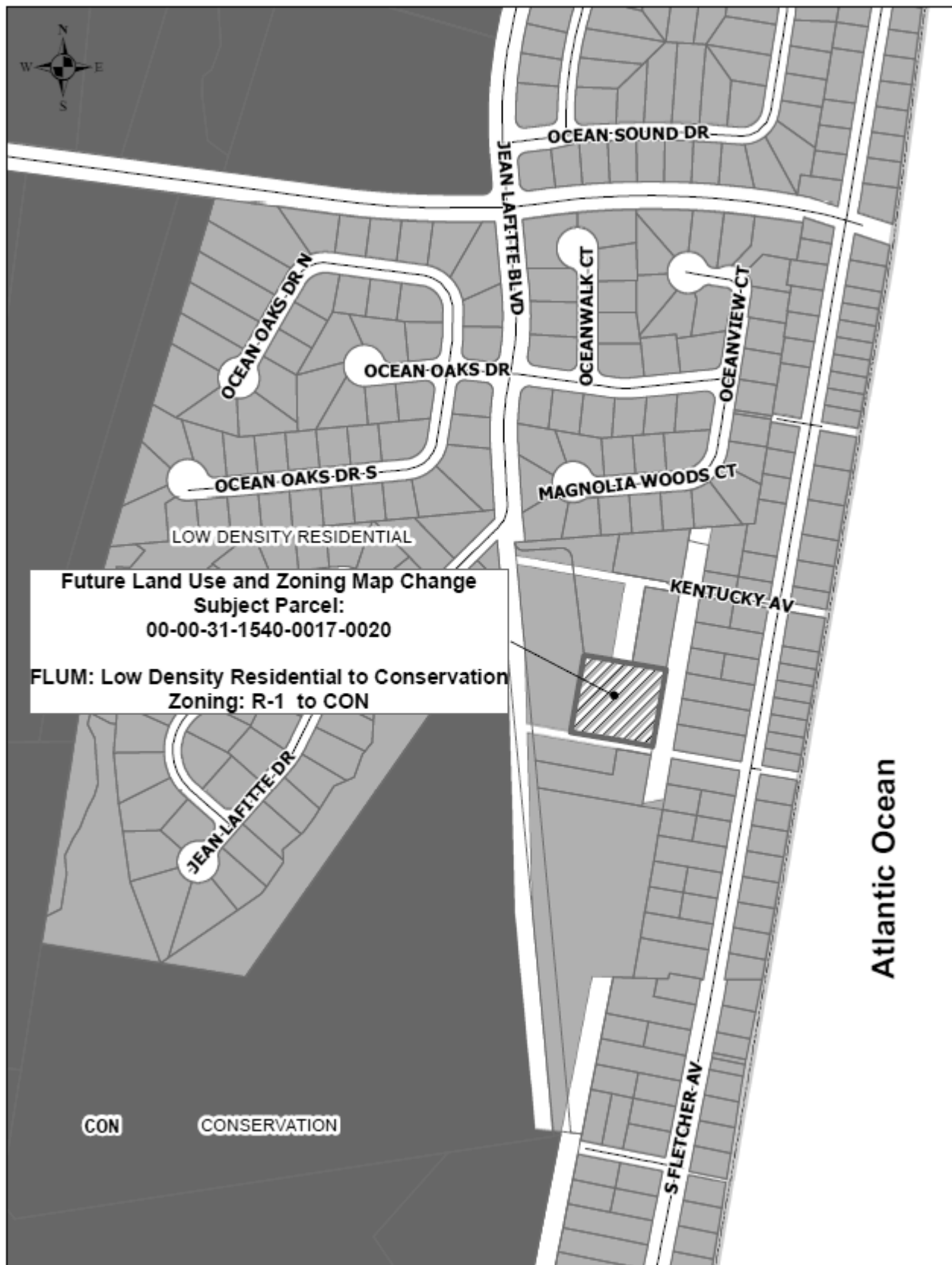
ORDINANCE 2020-23
EXHIBIT "A"

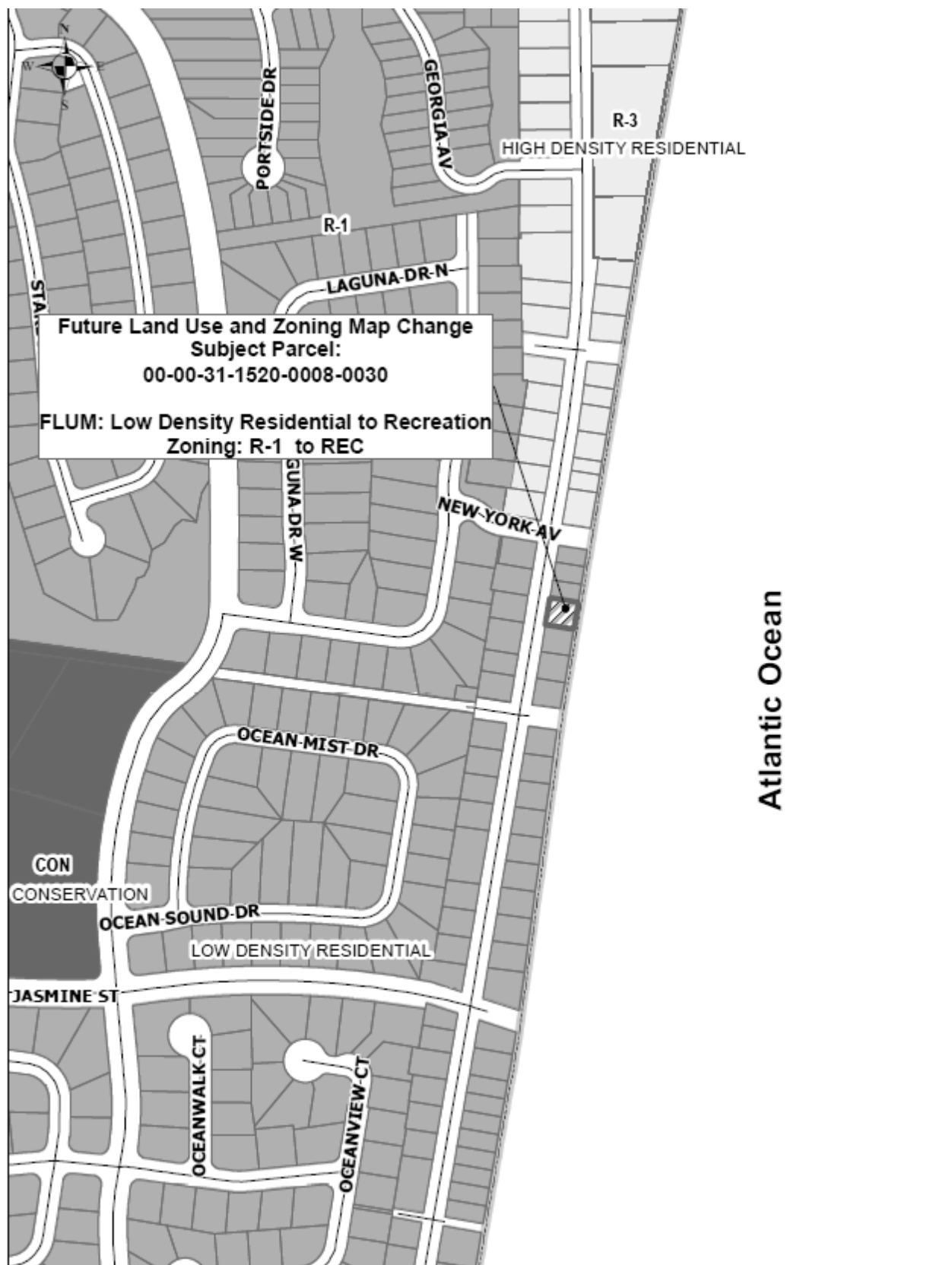
OWNER	STREET	PIN	APPROX. PARCEL ACREAGE	FROM EXISTING LAND USE	FROM EXISTING ZONING	CHANGE TO FLUM	CHANGE TO ZONING
NASSAU COUNTY	S FLETCHER AV	00-00-31- 1520-0008- 0030	0.14	LOW DENSITY RESIDENTIAL	R-1	RECREATION	REC
NASSAU COUNTY	DADE ST	00-00-31- 1800-0067- 0040	0.22	MEDIUM DENSITY RESIDENTIAL	R-2	CONSERVATION	CON
NASSAU COUNTY	CALHOUN ST	00-00-31- 1800-0034- 0050	0.23	MEDIUM DENSITY RESIDENTIAL	R-2	CONSERVATION	CON
OCEAN HIGHWAY & PORT AUTHORITY	N 3RD	00-00-31- 1800-0060- 0010	2.53	INDUSTRIAL WATERFRONT	IW	CONSERVATION	CON
STATE OF FLORIDA	1ST AV	00-00-31- 1540-0017- 0020	1.24	LOW DENSITY RESIDENTIAL	R-1	CONSERVATION	CON
STATE OF FLORIDA DEPARTMENT	CEDAR ST	00-00-31- 1180-0013- 0050	0.07	CONSERVATION	CON	CONSERVATION	CON
STATE OF FLORIDA DEPARTMENT	FLORIDA AV	00-00-31- 178A-0002- 0071	0.09	LOW DENSITY RESIDENTIAL	R-1	CONSERVATION	CON
STATE OF FLORIDA DEPARTMENT	BELVEDERE AV	00-00-31- 178A-0002- 0081	0.14	LOW DENSITY RESIDENTIAL	R-1	CONSERVATION	CON
TIIF/DEP STATE OF FLORIDA	N 7TH ST	00-00-31- 1800-0068- 0031	0.11	MEDIUM DENSITY RESIDENTIAL	R-2	CONSERVATION	CON
TIITF/REC & PARKS	FORT CLINCH DR	12-3N-29- 0000-0001- 0000	1.3	MEDIUM DENSITY RESIDENTIAL	R-2	CONSERVATION	CON











APPROVED



**MINUTES
PLANNING ADVISORY BOARD
REGULAR MEETING
DECEMBER 11, 2019**

1. CALL TO ORDER – 5:02 pm

ROLL CALL / DETERMINATION OF QUORUM

MEMBERS PRESENT:

*Mark Bennett (Vice-Chair)
Richard Clark
Jenny Schaffer (Alt 1)
Peter Stevenson*

*Victoria Robas (Alt 2)
Greg Roland (arrived at 5:49 pm)
Genece Minshew*

MEMBERS ABSENT:

OTHERS PRESENT

*Tami Bach, City Attorney
Kelly Gibson, Planning Director
Samantha Rogic, Recording Secretary*

Alternate Member Schaffer was seated as a voting member until Member Roland's late arrival.

2. APPROVAL OF MEETING MINUTES

2.1 November 13, 2019

ACTION TAKEN: A motion was made by Member Clark, seconded by Member Minshew, to approve the minutes as presented.

Motion passed by unanimous voice vote.

3. OLD BUSINESS

3.1 LAND DEVELOPMENT CODE TEXT AMENDMENTS (PAB CASE #: 2019-07): CITY OF FERNANDINA BEACH, FLORIDA REQUESTS LAND DEVELOPMENT CODE TEXT AMENDMENTS TO MODIFY STANDARDS FOR HEIGHT ENCROACHMENTS WITHIN SECTIONS 1.07.00 ADDING OR AMENDING CERTAIN DEFINITIONS; AMENDING SECTION 4.02.03 STANDARDS FOR BUILDINGS AND BUILDING PLACEMENT AND HEIGHT WITHIN SPECIAL FLOOD HAZARD AREAS; AND SECTION 10.02.01 VARIANCES TO DISALLOW GRANTING OF VARIANCES TO EXCEED MAXIMUM BUILDING HEIGHTS AND TO DEVIATE FROM REQUIRED SIDE YARD SETBACKS FOR BUILDINGS WITHIN 800 FEET OF THE MEAN HIGH WATER MARK OF THE ATLANTIC OCEAN.

Doug Roselle, 524 Tarpon Ave, spoke in support of limiting unnecessary allowable height encroachments.

ACTION TAKEN: A motion was made by Member Clark, seconded by Member Roland, to table the item to the January regular meeting.

Motion passed by unanimous voice vote.

ACTION TAKEN: A motion was made by Member Clark, seconded by Member Minshew to accept staff recommendation with regard to the yellow highlighted language and 10.02.01 Sub 11 and 12 which are additions.

Motion passed by unanimous voice vote.

4. NEW BUSINESS

4.1 PAB 2019-16: Future Land Use Map and Zoning Map Amendments to Conservation and Recreation for City Owned Properties (pursuant to Ordinance 2019-05)

The following individuals spoke to the item:

Deb Harper, 835 Allen, inquired on the notice she received in the mail.

Jeff McDowell, 2820 Mantanzas, asked for clarification on which property near him is affected.

Margarete Kirkland, 1377 Plantation Point Drive, speaking on behalf of Amelia Tree Conservancy, asked for clarification on several parcels.

Barbara Smith, 923 9th Street.

ACTION TAKEN: A motion was made by Member Roland, seconded by Member Clark, to approve PAB 2019-16 as presented.

Motion passed by unanimous voice vote.

4.2 PAB 2019-17: Future Land Use Map and Zoning Map Amendments for Non-City owned lands to Conservation and Recreation (pursuant to Ordinance 2019-05)

Marine St & Marine St:

The following individuals spoke to the item:

James O'Conner, 703 Garden Street, has a lease with CSX

Brad O'Conner, 2440 Lyndale Road, has a lease with CSX

Eric Oliver, 706 Someruelus, has a lease with CSX

Jennifer Harrison, 820 Someruelus St, spoke to the significant history of the bluff.

Member Stevenson motioned for no action to be taken on the two parcels identified to keep as industrial waterfront. Member Minshew seconded.

Upon further discussion, Member Stevenson withdrew his motion.

ACTION TAKEN: A motion was made by Member Roland, seconded by Member Clark, to postpone the CSX parcels to the March Regular meeting to give Staff time to meet with CSX.

Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.

8th and Dade Street:

The following individuals spoke to the item:

Monica Cleveland, 2203 Belvedere Ave

Jill McCarthy, 2120 Belvedere Ave

ACTION TAKEN: A motion was made by Member Clark, Seconded by Member Stevenson, to approve Staff's recommendation of all non-city owned parcels, with the exception of the CSX properties as discussed and the parcel located on the corner of Dade and 8th Street (00-00-31-1800-0067-0050).

Vote upon passage of the motion was taken b y ayes and nays and being all ayes, carried.

5. BOARD BUSINESS

5.1 Review Draft Amendments to PAB Bylaws

Members of the Board discussed.

ACTION TAKEN: A motion was made by Member Minshew, seconded by Member Roland, to approve the bylaws as amended and presented.

Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.

The Board then unanimously agreed by voice vote, to vote on the final approval at the January 2020 regular meeting.

6. STAFF REPORT

7. PUBLIC COMMENT

8. ADJOURNMENT – 7:54 PM


Samantha Rogic, Recording Secretary


Mark Bennett, Vice-Chair



STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

APPLICATION FOR FUTURE LAND USE MAP + ZONING AMENDMENTS
NON-CITY OWNED PARCELS

*** All required application materials have been received. All fees have been paid. All required notices have been made. All copies of required materials are part of the official record and have been made available on the City's website and at the Department of Planning and Conservation. ***

APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:	00-00-31-1180-0013-0050 AND 00-00-31-178A-0002-0071 AND 00-00-31-178A-0002-0081 STATE OF FLORIDA DEPARTMENT				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change (In accordance with action directed under Ord. 2019-05)				
LOCATION AND DESCRIPTION OF SITE:	Cedar St + Florida Ave + Belvedere Ave / Vacant Undisturbed				
CURRENT LAND USE + ZONING:	Conservation + CON Low Density Residential + R1				
PROPOSED LAND USE + ZONING:	Conservation + CON				
EXISTING USES ON SITE:	Vacant / Undisturbed				
PROPERTY SIZE:	.07 + .09 + .14 Acres				
ENVIRONMENTAL CHARACTERISTICS:	<u>Flood zone</u>	<u>Potential Wetlands</u>	<u>Avg. Topography</u>	<u>Soil Type</u>	<u>Coastal Upland Protection Zone</u>
	AE	YES	O' to 4'	Clay	NO
ADJACENT PROPERTIES:	<u>Direction</u>	<u>Existing Use(s)</u>	<u>Year Built</u>	<u>Zoning</u>	<u>FLUM</u>
	North	Single Family	1952	R-1 + CON	Low Density Residential + Conservation
	South	Vacant Gov	n/a	CON	Conservation
	East	Vacant Gov	n/a	CON	Conservation
	West	Single Family	1988	R-1	Low Density Residential
APPLICABLE COMPREHENSIVE PLAN POLICIES:	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering); 1.07.15 (conservation land use category); Objective 5.08 (Wetlands Protection and Preservation) and all policy statements which follow; Objective 5.10 (Wildlife Planning) and specific policies 5.10.01, 5.10.02, 5.10.05 5.14.09 (development standards for environmentally sensitive and conservation lands);				



STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

	Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands); 6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) Reference: www.fbfl.us/Compplan
APPLICABLE LAND DEVELOPMENT CODE SECTIONS:	2.00.03 (Establishment of district boundary); 2.01.20 (CON zoning district); 3.02.06 (Land Uses within Areas of Special Flood Hazard); 3.03.00 (Wetland Protection); 4.05.00 (Landscaping, Buffers, and Tree Protection); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) Reference: www.fbfl.us/LDC
STAFF RECOMMENDATION:	Staff finds the requested amendments to be sufficiently compliant with the Comprehensive Plan, Land Development Code, and established City Commission Goal to increase conservation land use and zoning acreage. Staff recommends approval of the request.

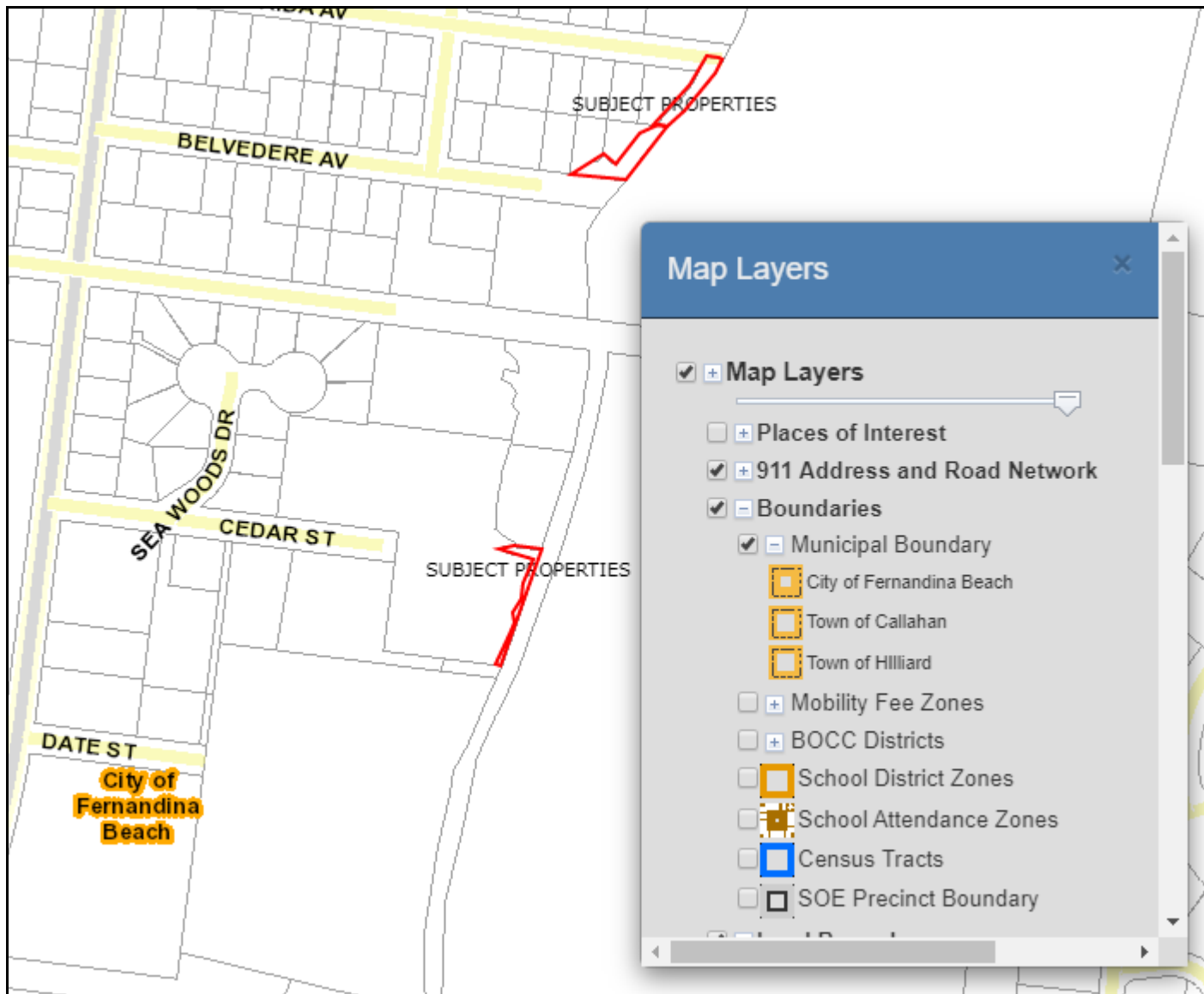
Submitted by:

Kelly N. Gibson, AICP
Director



STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

PROPERTY BOUNDARY





STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

CURRENT LAND USE





STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

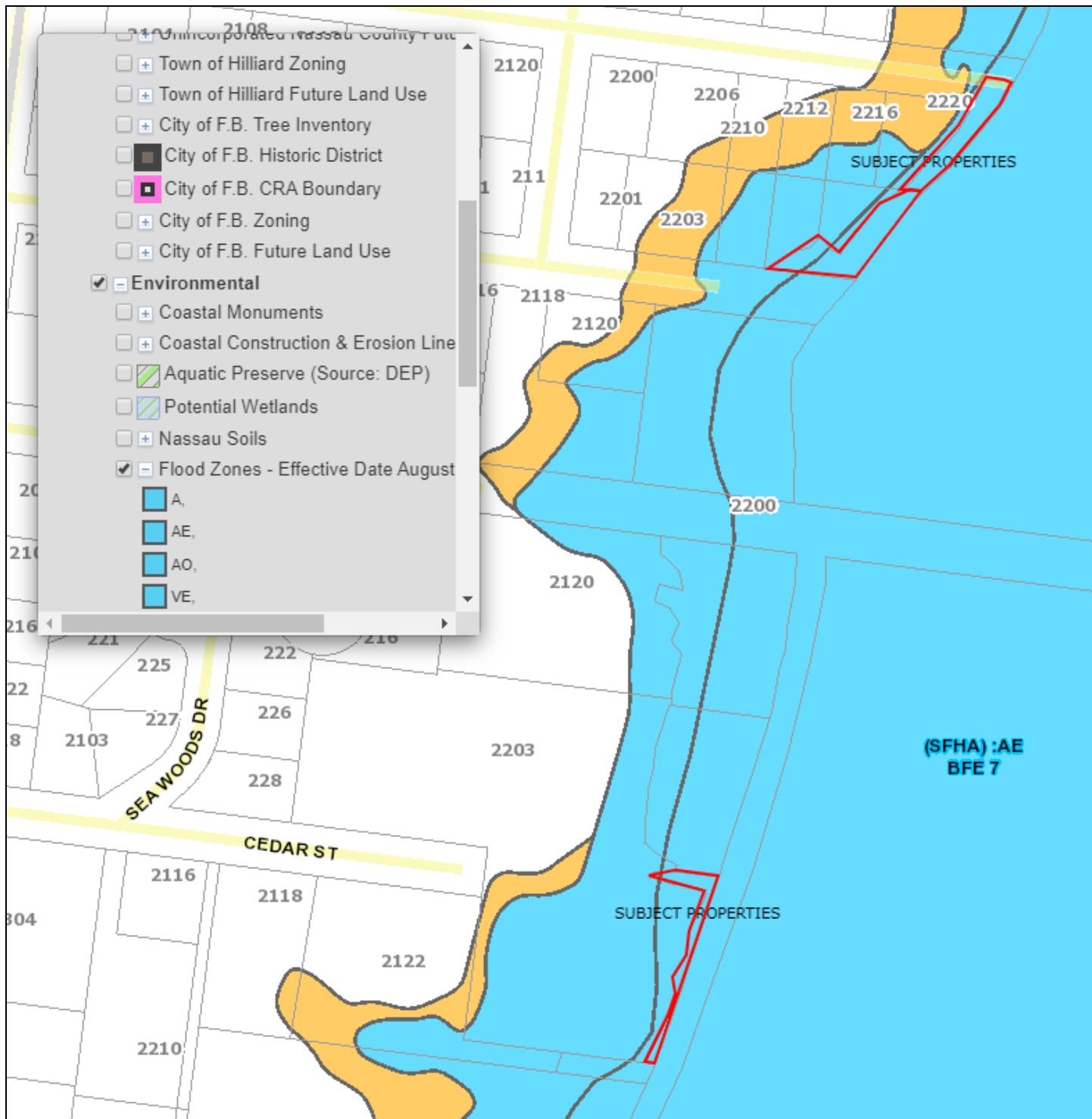
ZONING





STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

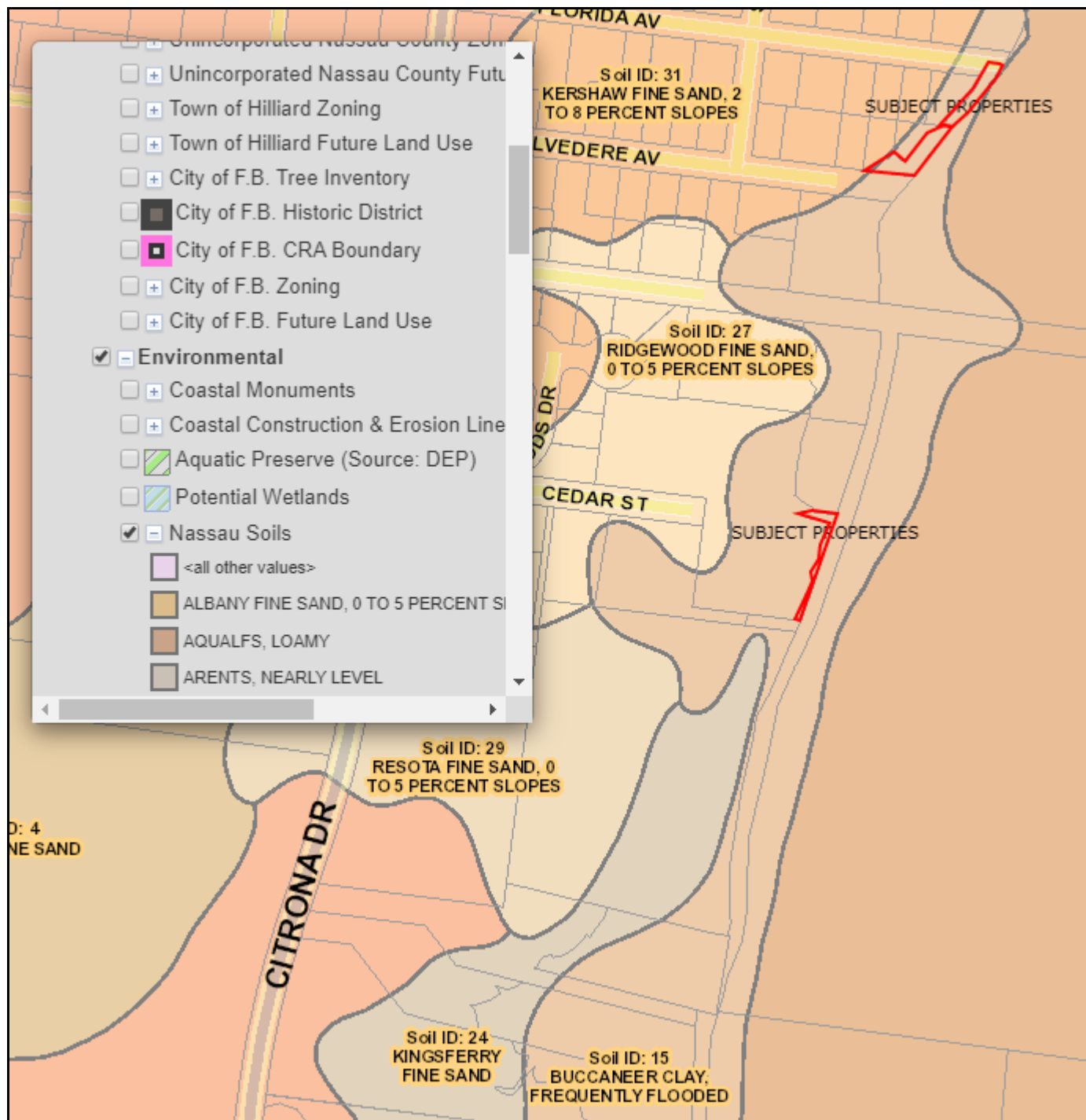
FLOODZONE





STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

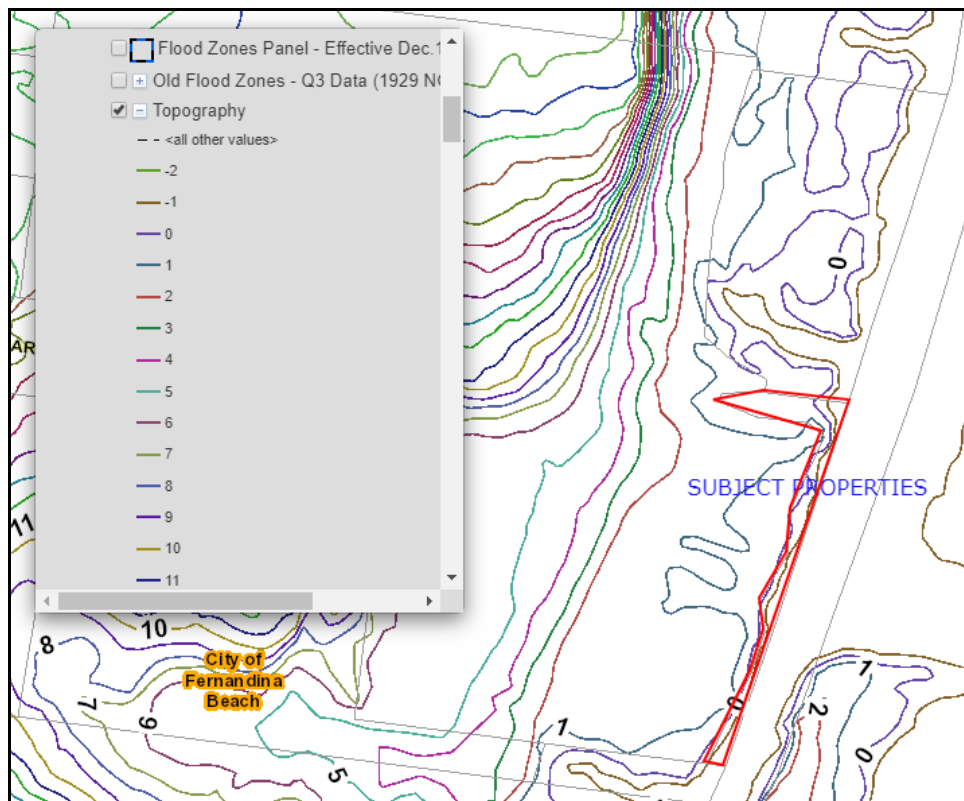
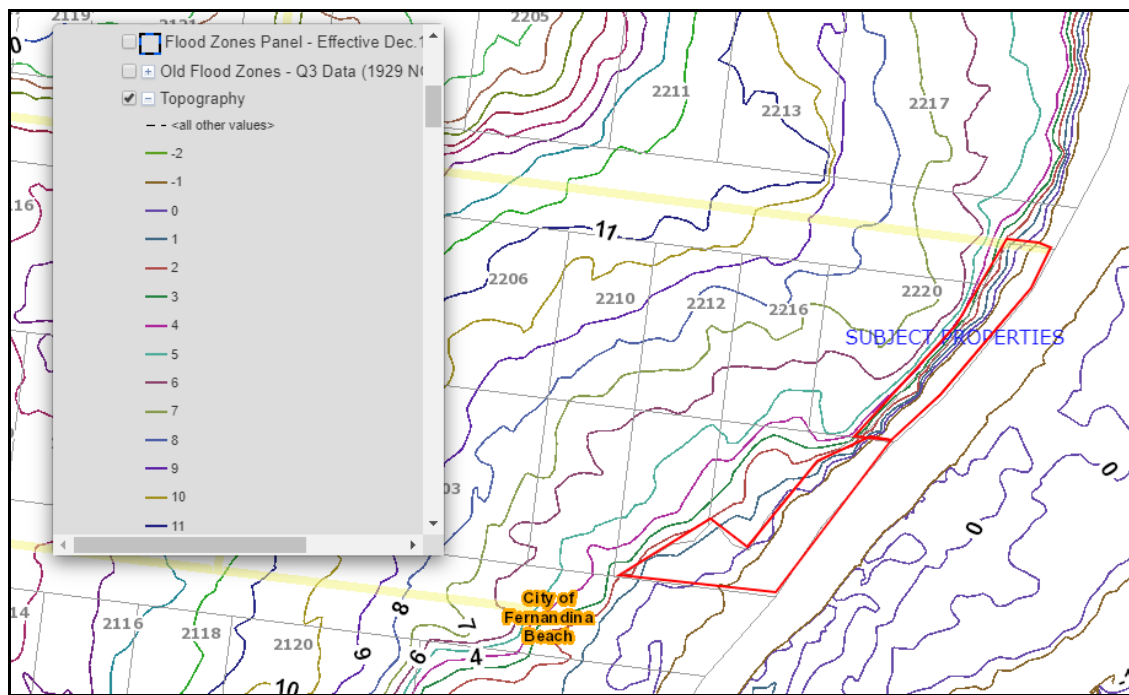
SOILS





STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

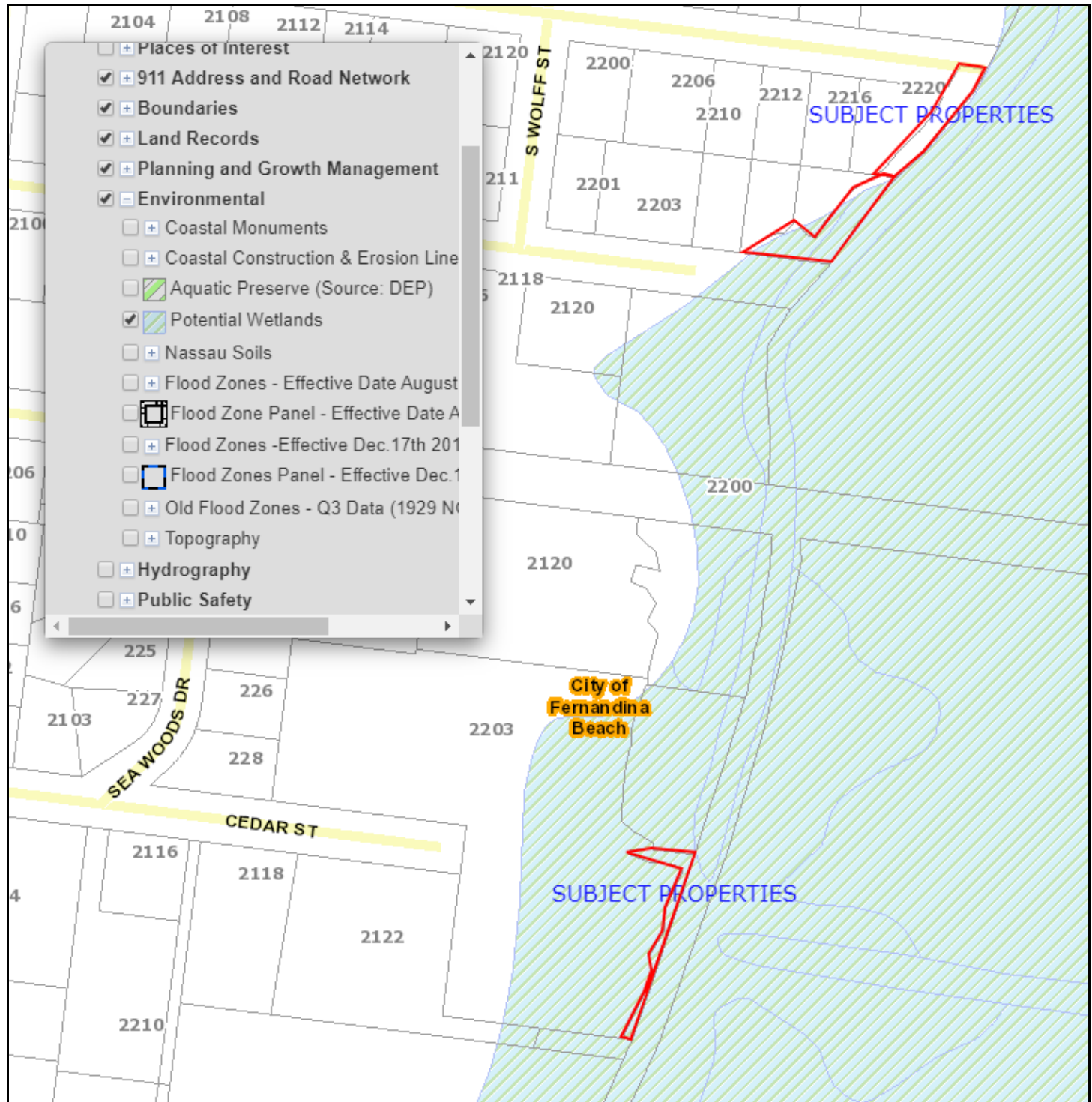
TOPOGRAPHY





STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

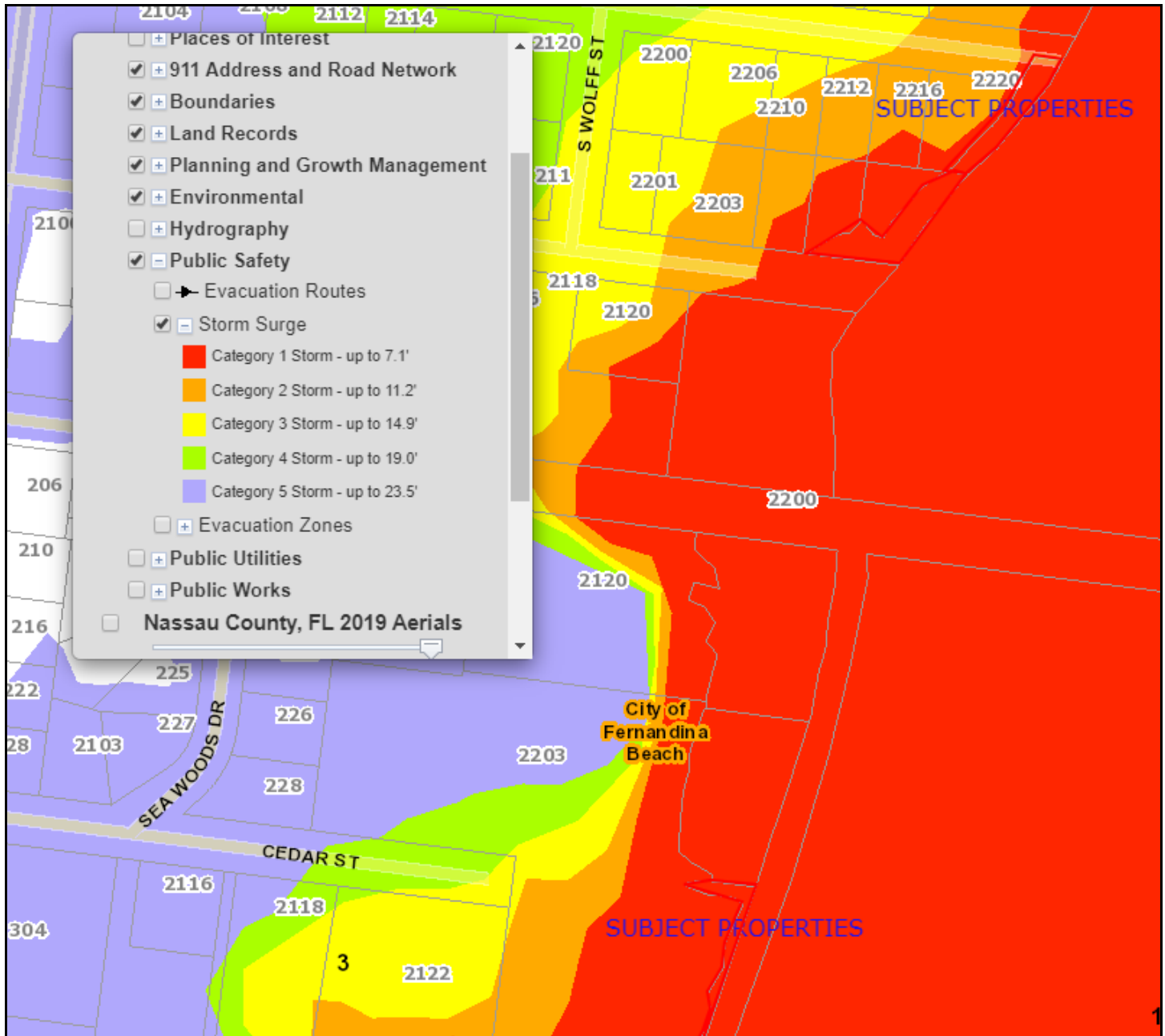
WETLANDS





STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

STORM SURGE ZONE (COASTAL HIGH HAZARD AREA DEFINED AS CATEGORY 1 ZONE)





STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

APPLICATION FOR FUTURE LAND USE MAP + ZONING AMENDMENTS
NON-CITY OWNED PARCELS

*** All required application materials have been received. All fees have been paid. All required notices have been made. All copies of required materials are part of the official record and have been made available on the City's website and at the Department of Planning and Conservation. ***

APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:	00-00-31-1800-0067-0040 AND 00-00-31-1800-0034-0050 AND 00-00-31-1800-0068-0031 NASSAU COUNTY + TIITF/REC & PARKS				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change (In accordance with action directed under Ord. 2019-05)				
LOCATION AND DESCRIPTION OF SITE:	Dade St. + Calhoun St. + N 7 th St. Vacant/ Undisturbed				
CURRENT LAND USE + ZONING:	Medium Density Residential R-2 + Medium Density Residential R-2 + Medium Density Residential R-2				
PROPOSED LAND USE + ZONING:	Conservation + CON				
EXISTING USES ON SITE:	Vacant/ Undisturbed				
PROPERTY SIZE:	.22 + .23 + .11				
ENVIRONMENTAL CHARACTERISTICS:	<u>Flood zone</u>	<u>Potential Wetlands</u>	<u>Avg. Topography</u>	<u>Soil Type</u>	<u>Coastal Upland Protection Zone</u>
	AE 9 + AE 9 + AE 9	YES + NO + NO	3'-8' + 3'- 8' + 2'-3'	Soil ID:28 Tisonia Mucky Peat, Tidal; + Soil ID: 31 Kershaw Fine Sand, 2 to 8 Percent Slopes; Soil ID: 24 KingsFerry Fine Sand + Soil ID:24 KingsFerry Fine Sand	NO; NO; NO



PAB 2019-17 (Non-City Owned Conservation Lands: Reference to Ord. 2019-05)
Staff Report: Page 2 of 7



STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

	conservation lands); 6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) Reference: www.fbfl.us/Compplan
APPLICABLE LAND DEVELOPMENT CODE SECTIONS:	2.00.03 (Establishment of district boundary); 2.01.20 (CON zoning district); 3.02.06 (Land Uses within Areas of Special Flood Hazard); 3.03.00 (Wetland Protection); 4.05.00 (Landscaping, Buffers, and Tree Protection); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) Reference: www.fbfl.us/LDC
STAFF RECOMMENDATION:	Staff finds the requested amendments to be sufficiently compliant with the Comprehensive Plan, Land Development Code, and established City Commission Goal to increase conservation land use and zoning acreage. Staff recommends approval of the request.

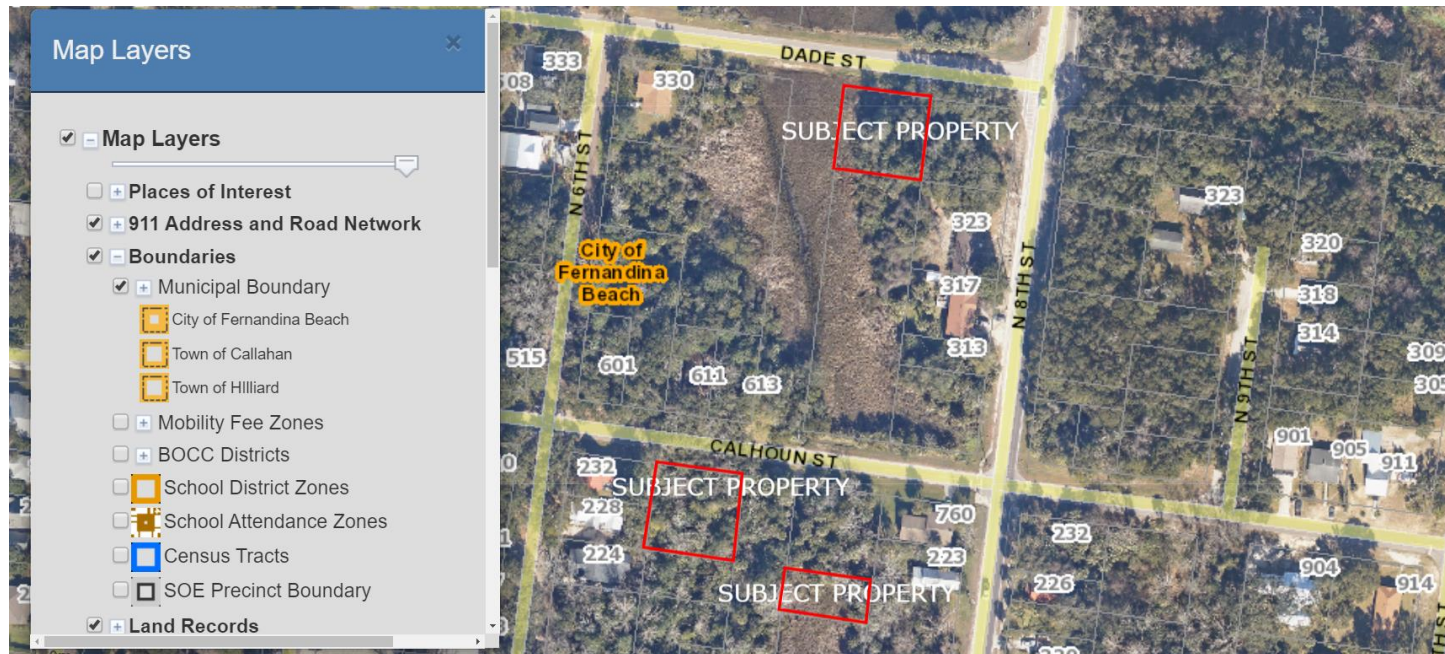
Submitted by:

Kelly N. Gibson, AICP
Director

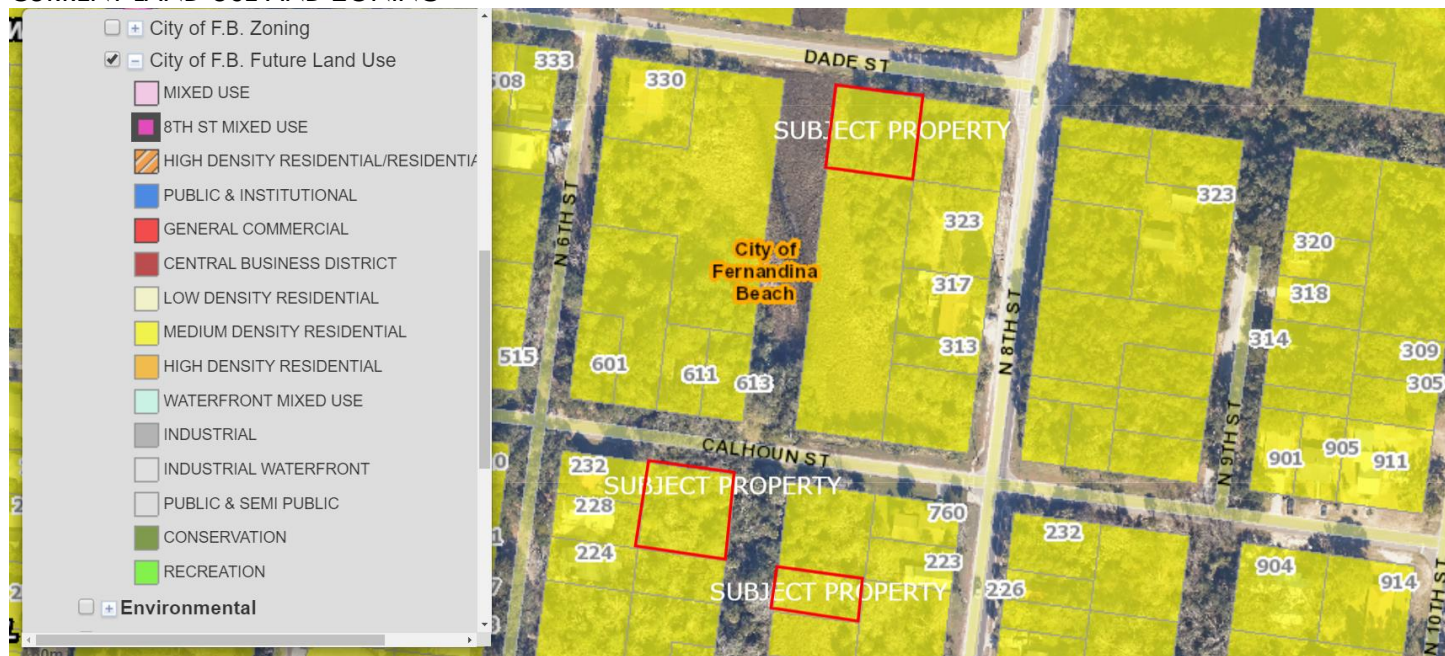


STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

PROPERTY BOUNDARY

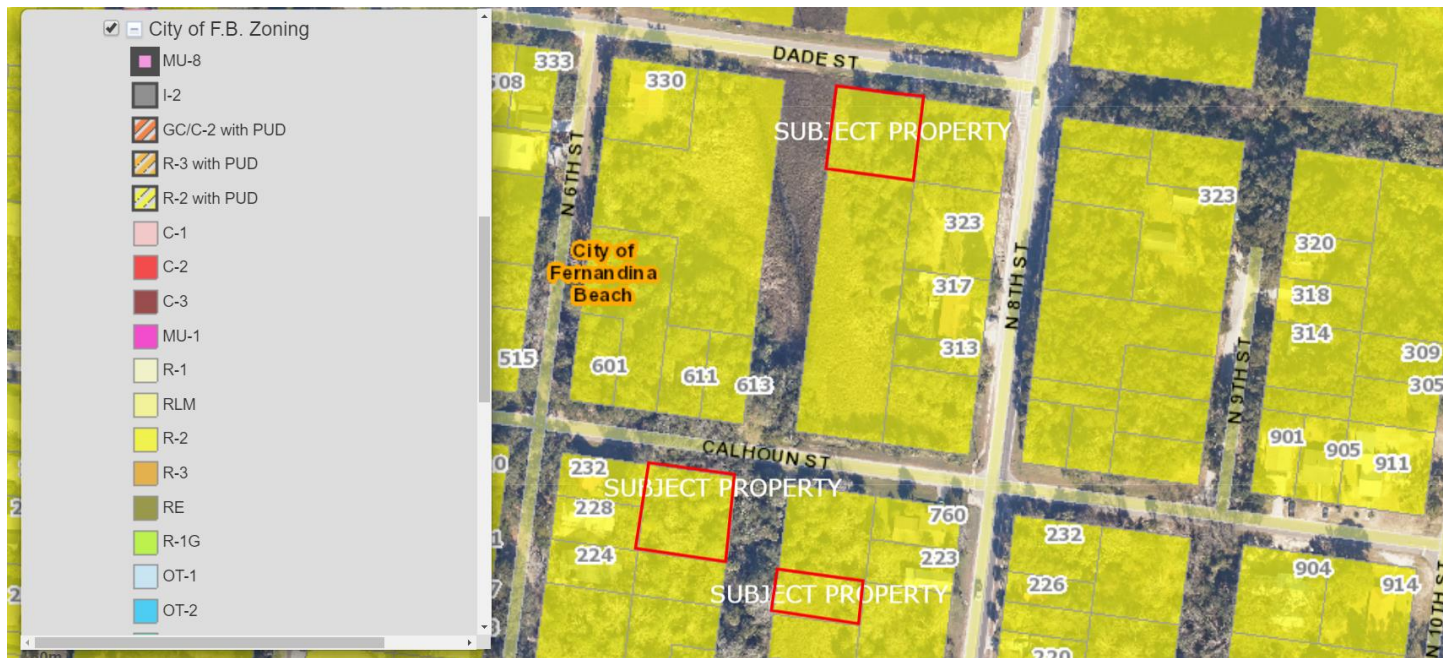


CURRENT LAND USE AND ZONING

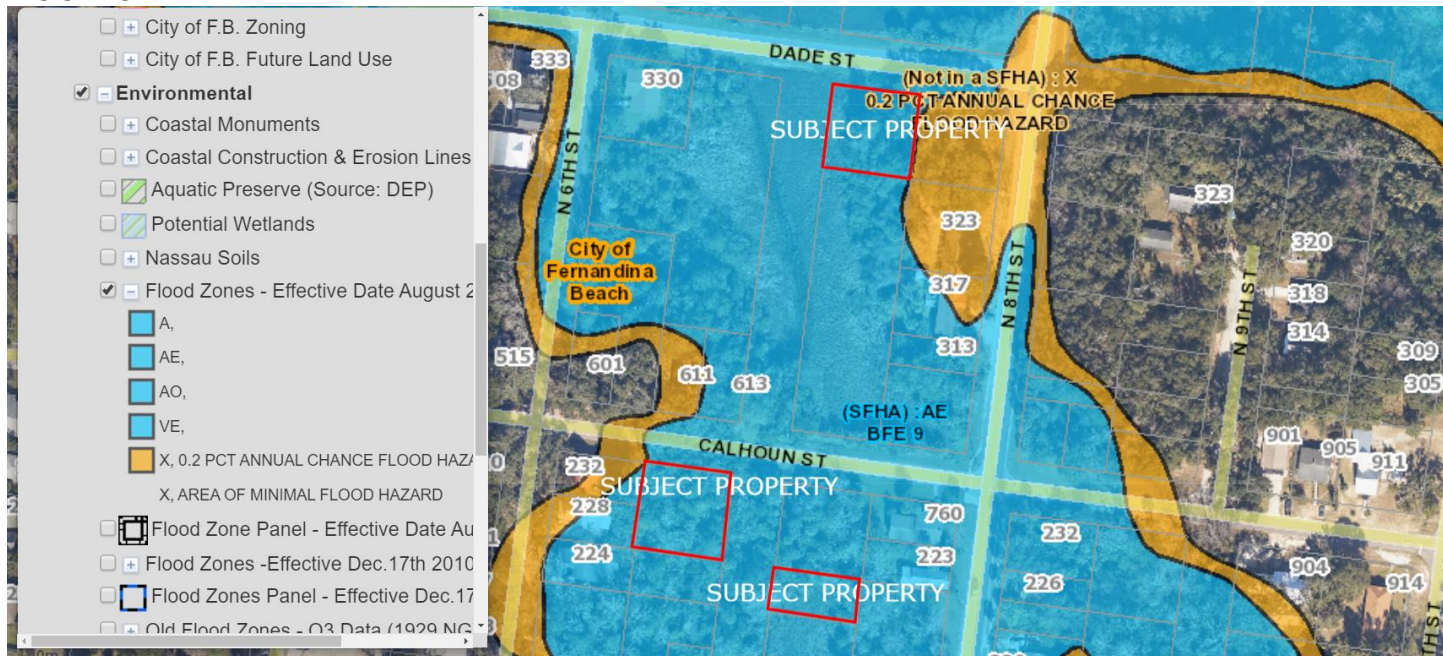




STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019



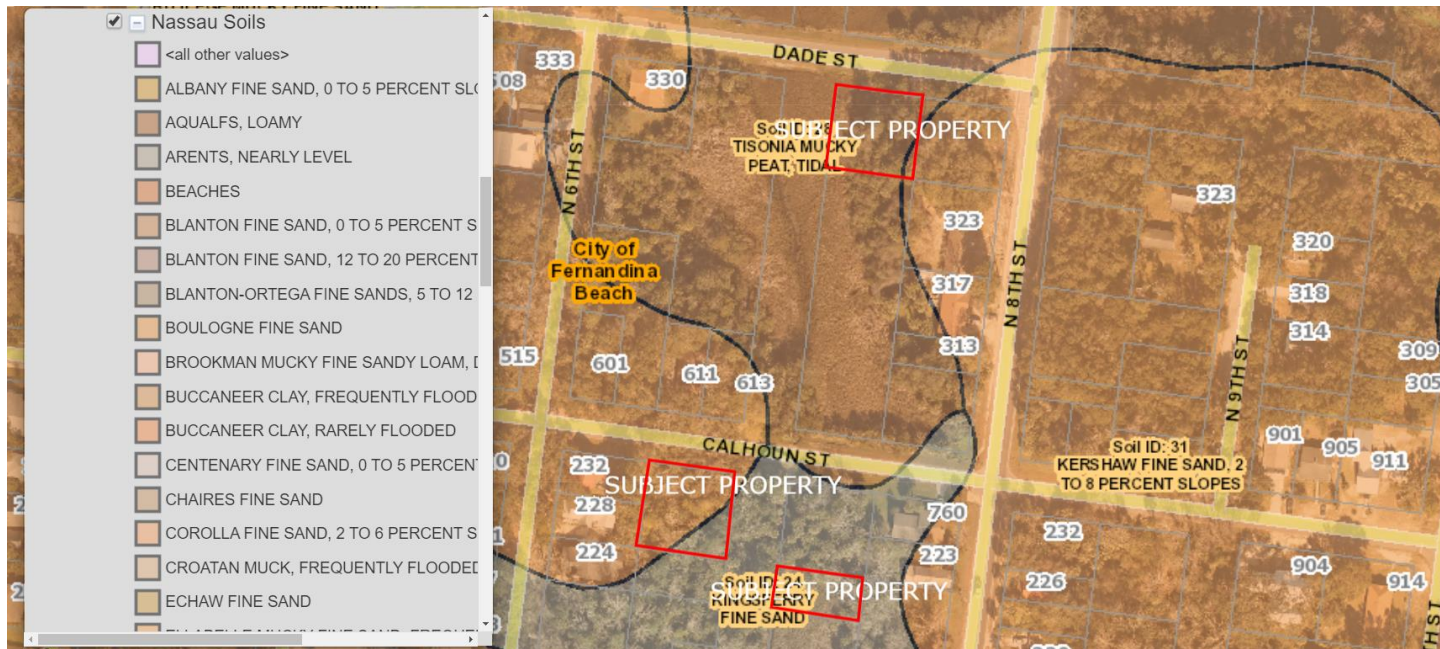
FLOODZONE



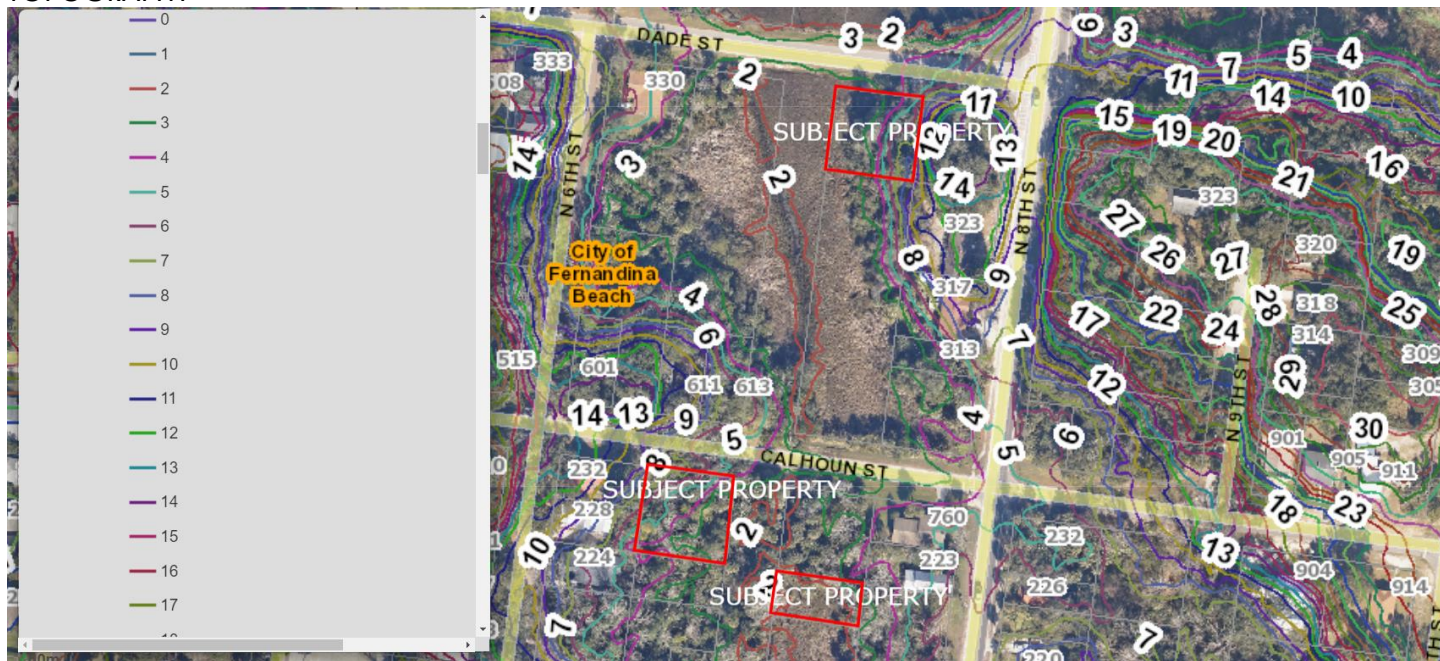


STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

SOILS



TOPOGRAPHY



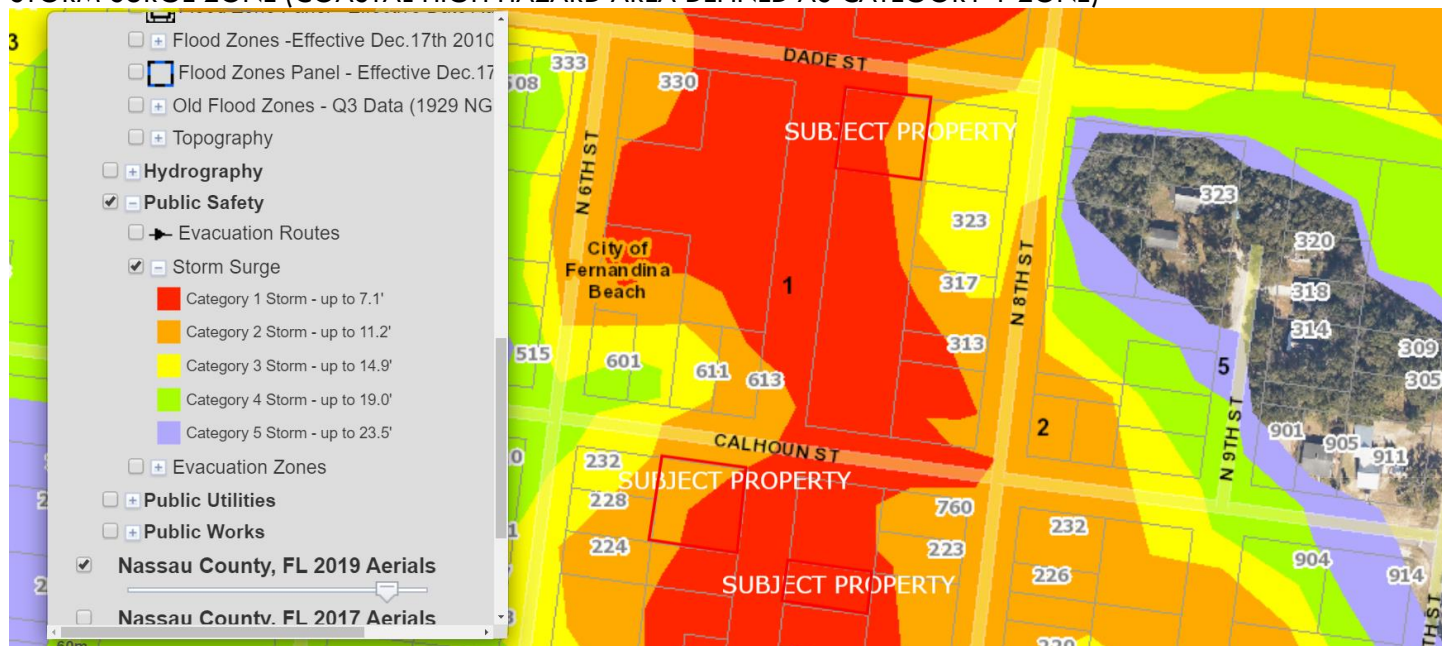


STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

WETLANDS



STORM SURGE ZONE (COASTAL HIGH HAZARD AREA DEFINED AS CATEGORY 1 ZONE)





STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

APPLICATION FOR FUTURE LAND USE MAP + ZONING AMENDMENTS
NON-CITY OWNED PARCELS

*** All required application materials have been received. All fees have been paid. All required notices have been made. All copies of required materials are part of the official record and have been made available on the City's website and at the Department of Planning and Conservation. ***

APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:	00-00-31-1540-0017-0020 STATE OF FLORIDA				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change (In accordance with action directed under Ord. 2019-05)				
LOCATION AND DESCRIPTION OF SITE:	1 st Avenue – Vacant/Undisturbed				
CURRENT LAND USE + ZONING:	Low Density Residential + R-1				
PROPOSED LAND USE + ZONING:	Conservation + CON				
EXISTING USES ON SITE:	Vacant/ Undisturbed				
PROPERTY SIZE:	1.24 Acre				
ENVIRONMENTAL CHARACTERISTICS:	<u>Flood zone</u>	<u>Potential Wetlands</u>	<u>Avg. Topography</u>	<u>Soil Type</u>	<u>Coastal Upland Protection Zone</u>
	AE	YES	0' to 3'	Muck + Fine Sand	NO
ADJACENT PROPERTIES:	<u>Direction</u>	<u>Existing Use(s)</u>	<u>Year Built</u>	<u>Zoning</u>	<u>FLUM</u>
	North	Vacant	n/a	R-1	Low Density Residential
	South	Vacant	n/a	R-1	Low Density Residential
	East	Single Family	1956	R-1	Low Density Residential
	West	Vacant	n/a	R-1	Low Density Residential
APPLICABLE COMPREHENSIVE PLAN POLICIES:	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering); 1.07.15 (conservation land use category); Objective 5.08 (Wetlands Protection and Preservation) and all policy statements which follow; Objective 5.10 (Wildlife Planning) and specific policies 5.10.01, 5.10.02, 5.10.05 5.14.09 (development standards for environmentally sensitive and conservation lands); Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09;				



STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

	5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands); 6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) Reference: www.fbfl.us/Compplan
APPLICABLE LAND DEVELOPMENT CODE SECTIONS:	2.00.03 (Establishment of district boundary); 2.01.20 (CON zoning district); 3.02.06 (Land Uses within Areas of Special Flood Hazard); 3.03.00 (Wetland Protection); 4.05.00 (Landscaping, Buffers, and Tree Protection); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) Reference: www.fbfl.us/LDC
STAFF RECOMMENDATION:	Staff finds the requested amendments to be sufficiently compliant with the Comprehensive Plan, Land Development Code, and established City Commission Goal to increase conservation land use and zoning acreage. Staff recommends approval of the request.

Submitted by:

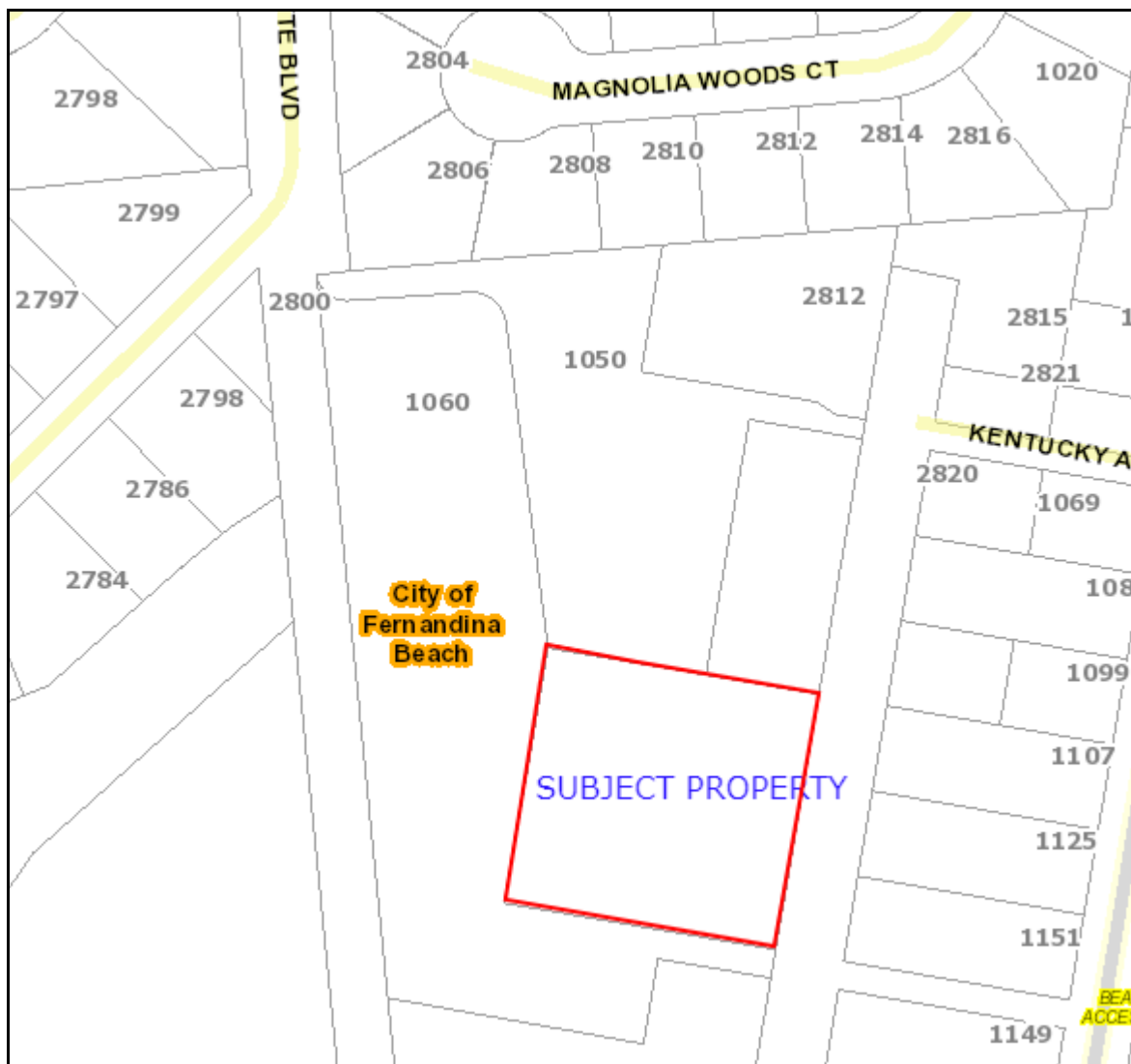
A handwritten signature in blue ink that reads "Kelly N. Gibson".

Kelly N. Gibson, AICP
Director



STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

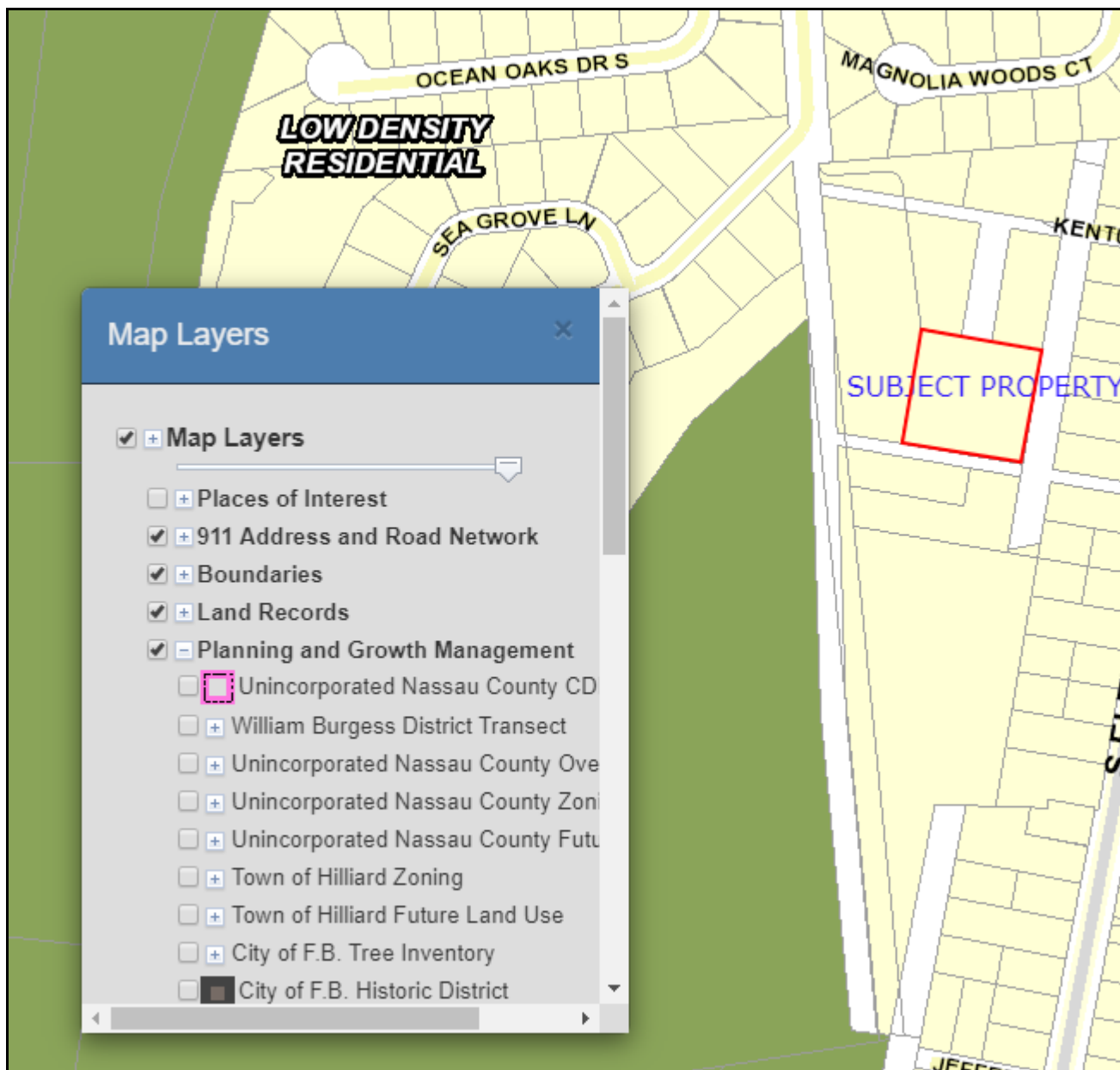
PROPERTY BOUNDARY





STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

CURRENT LAND USE

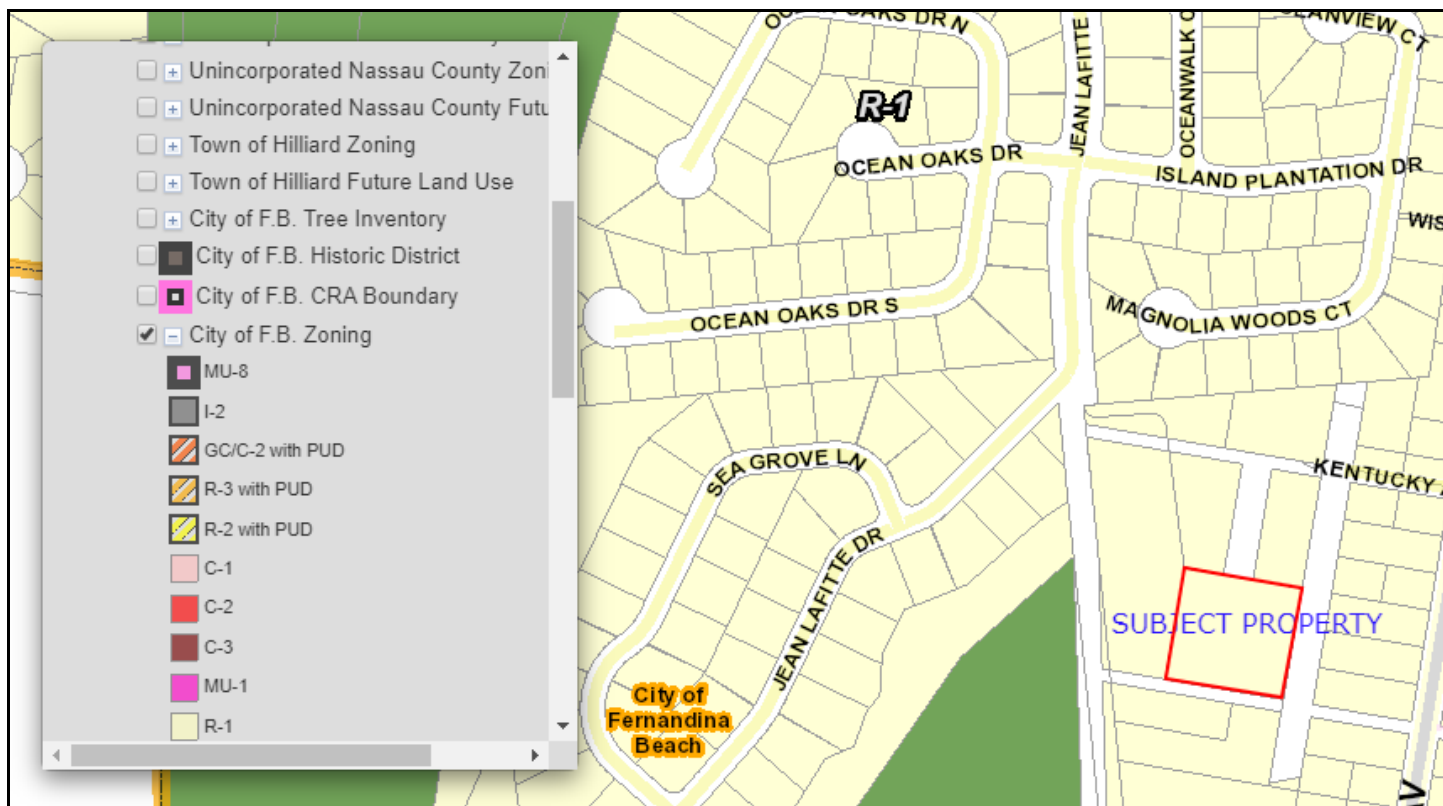


AND



STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

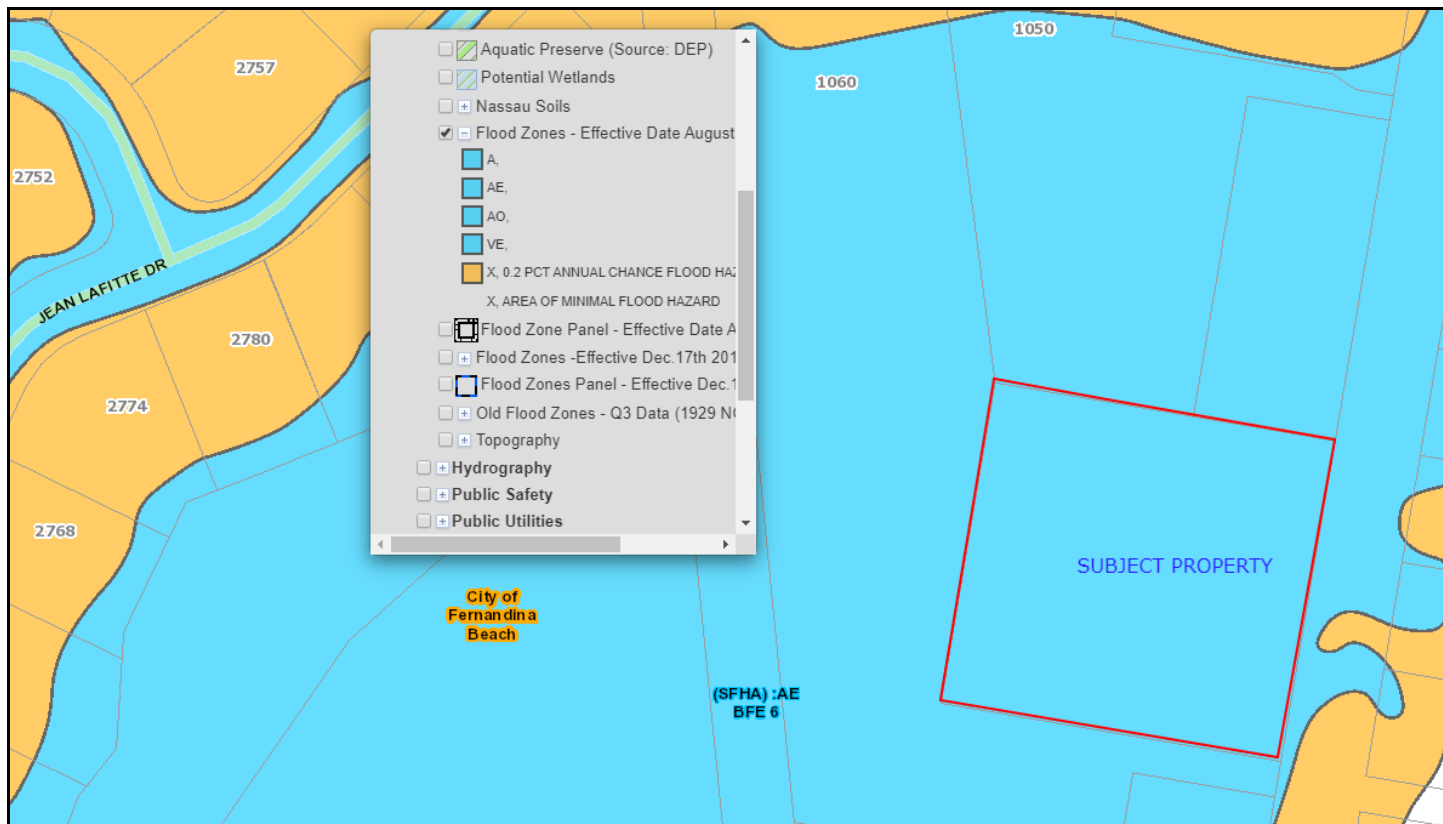
ZONING





STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

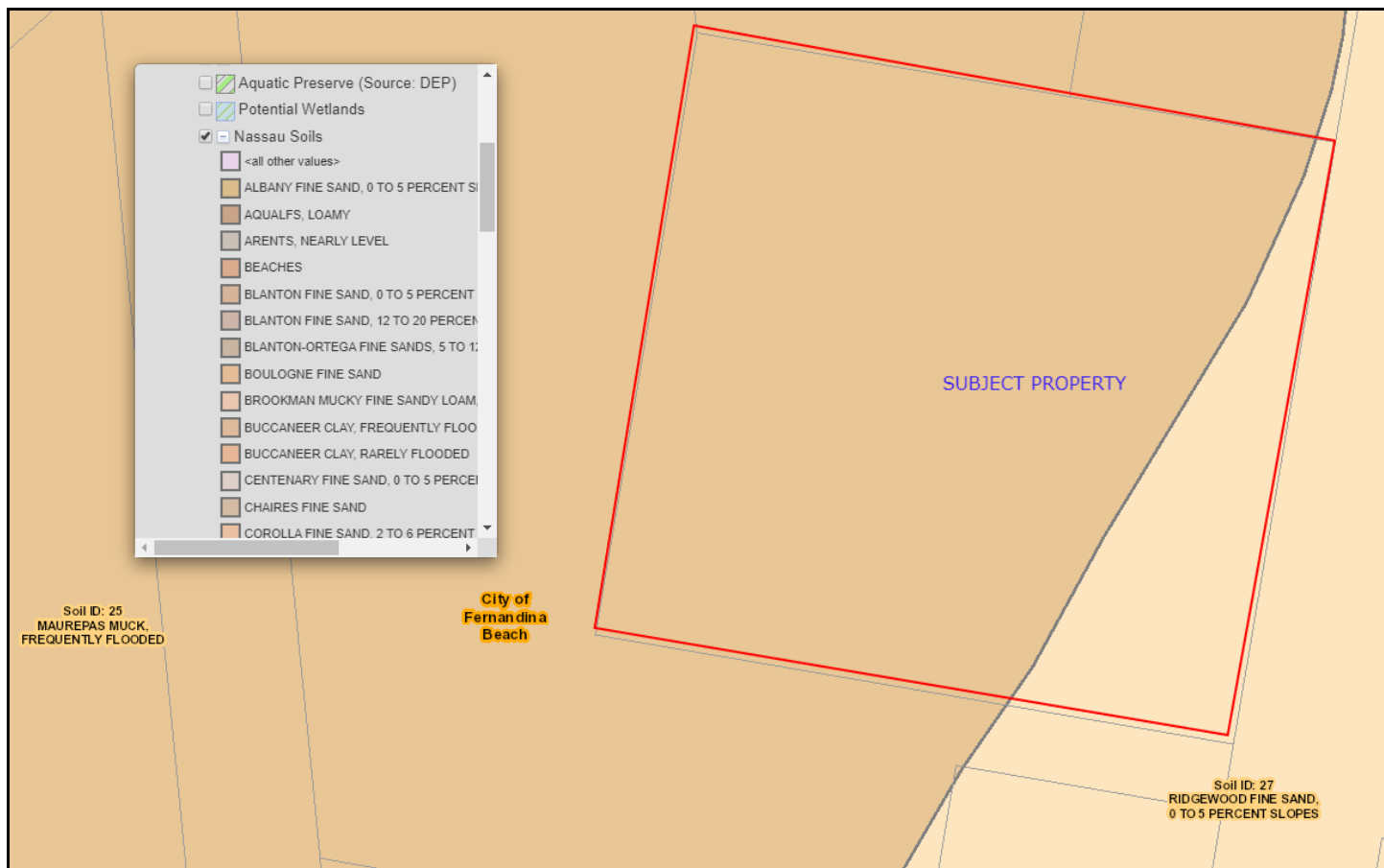
FLOODZONE





STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

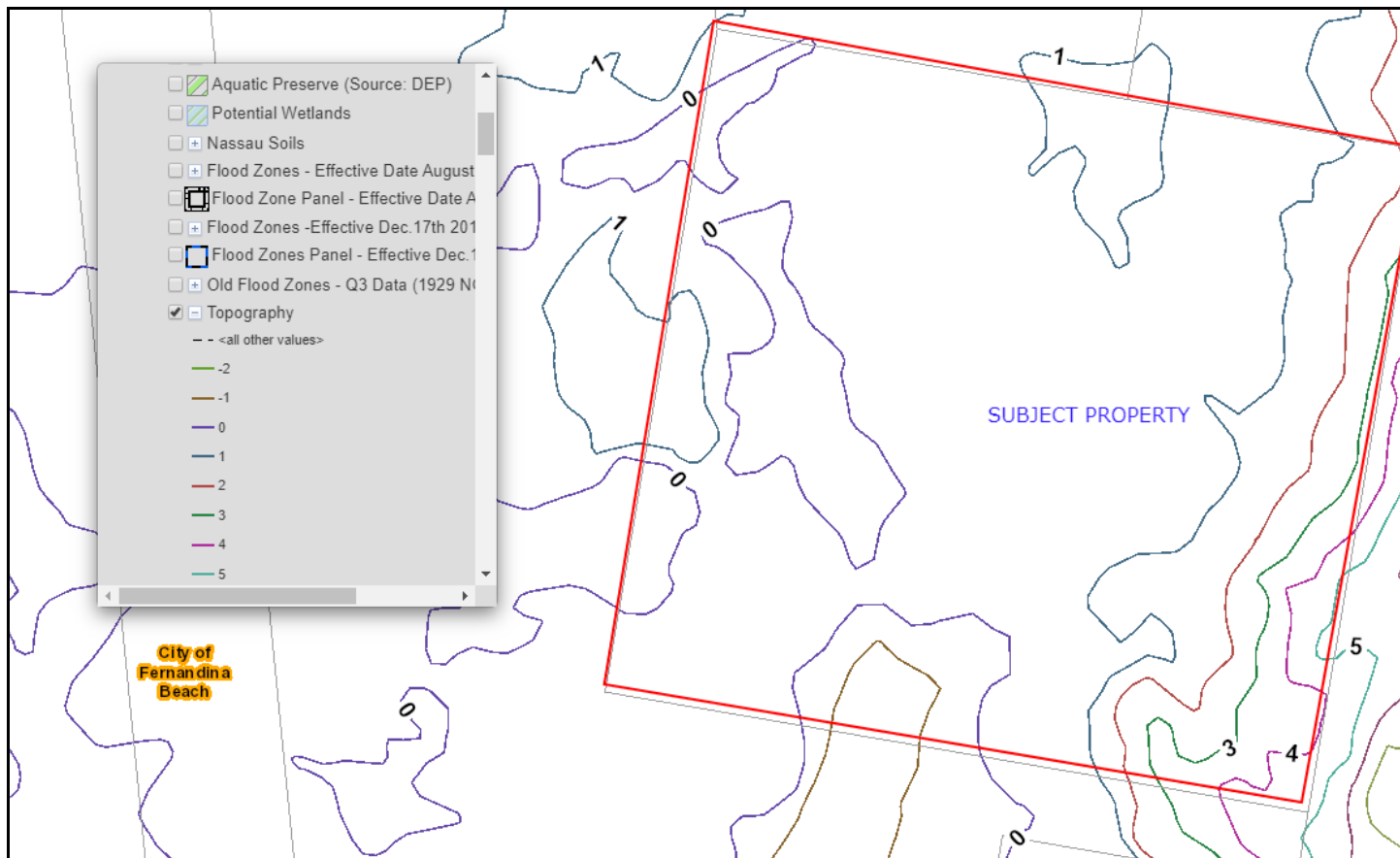
SOILS





STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

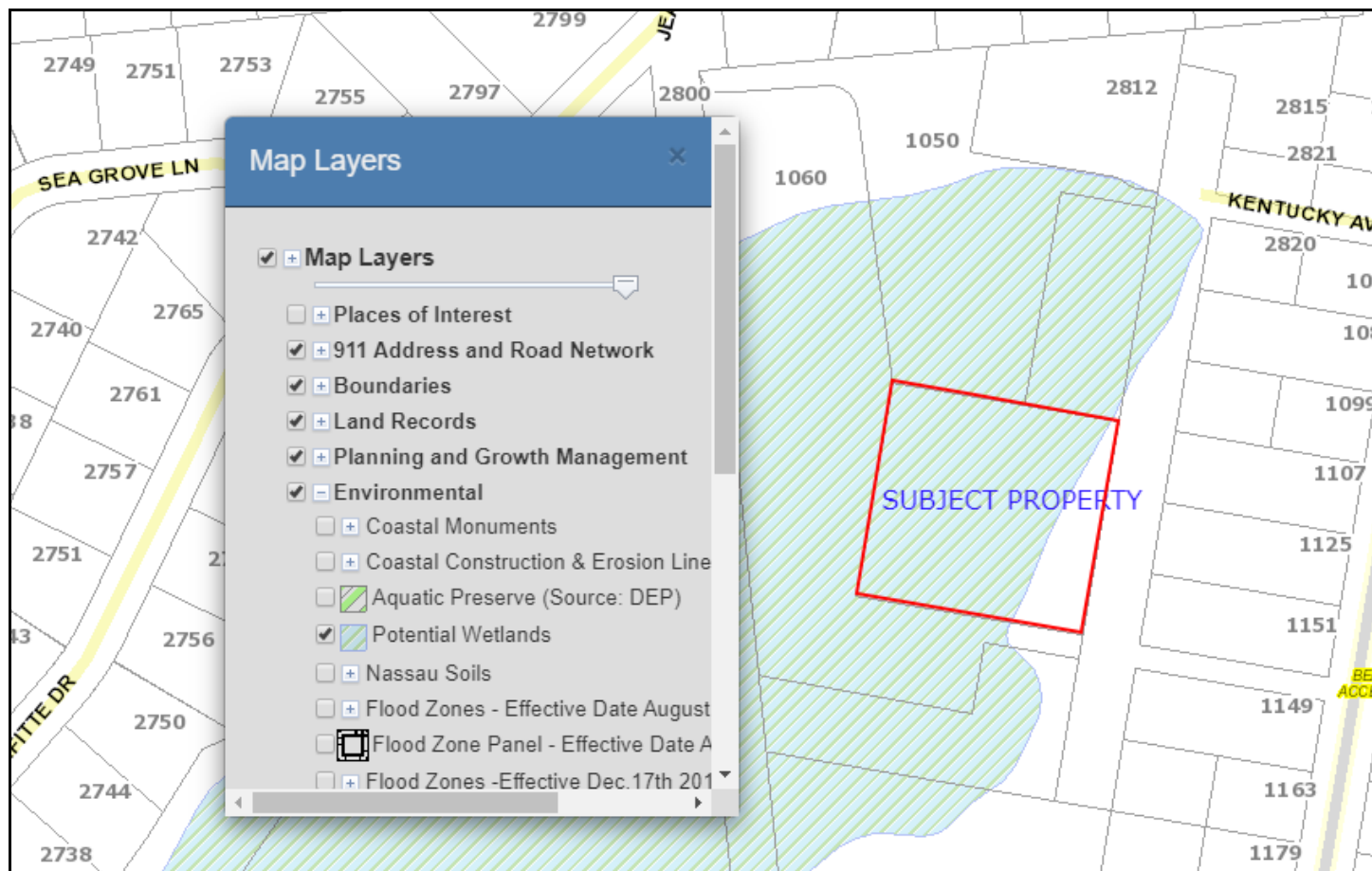
TOPOGRAPHY





STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

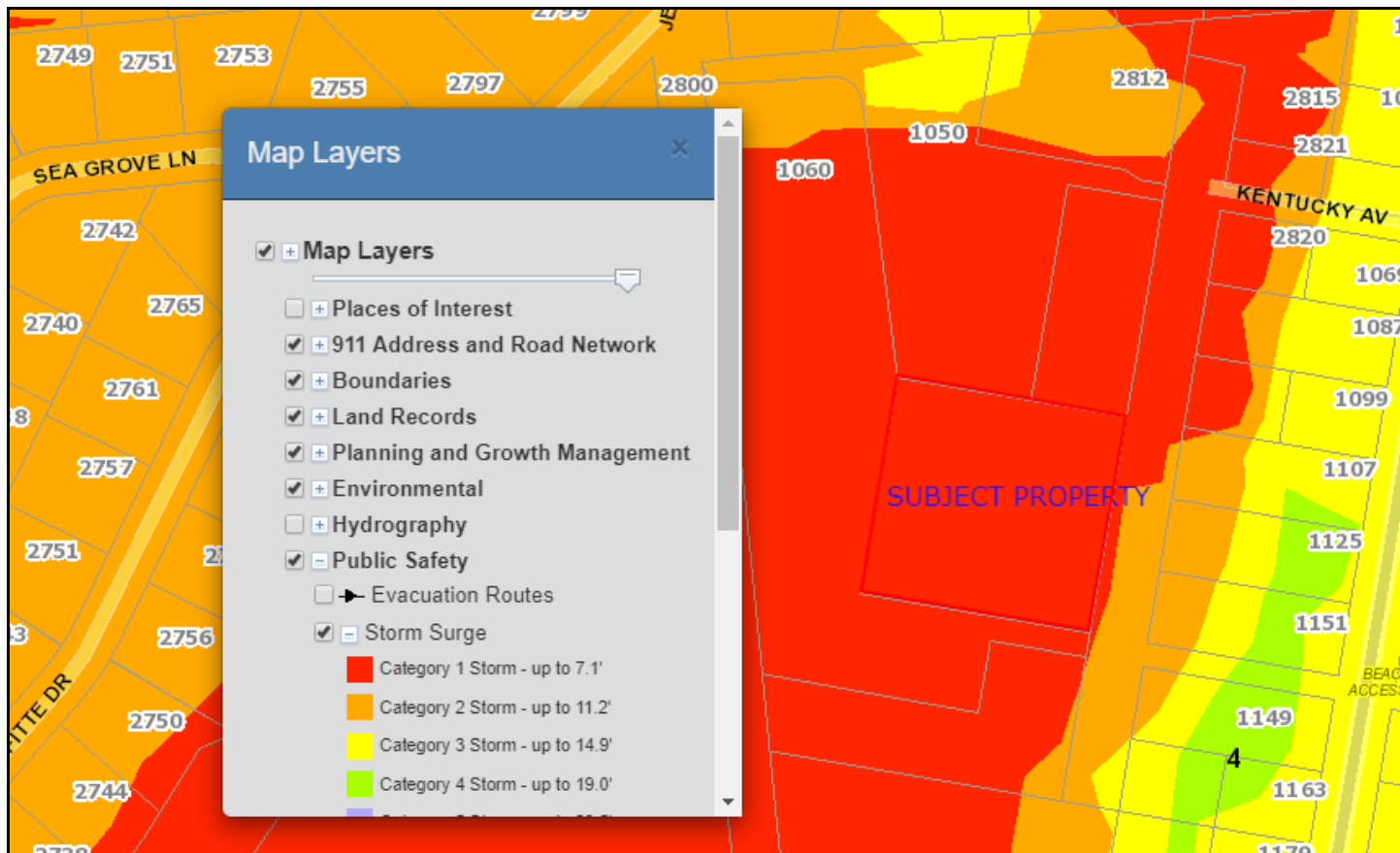
WETLANDS





STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

STORM SURGE ZONE (COASTAL HIGH HAZARD AREA DEFINED AS CATEGORY 1 ZONE)





STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

APPLICATION FOR FUTURE LAND USE MAP + ZONING AMENDMENTS
NON-CITY OWNED PARCELS

*** All required application materials have been received. All fees have been paid. All required notices have been made. All copies of required materials are part of the official record and have been made available on the City's website and at the Department of Planning and Conservation. ***

APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:	12-3N-29-0000-0001-0000 TIITF/REC & PARKS				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change (In accordance with action directed under Ord. 2019-05)				
LOCATION AND DESCRIPTION OF SITE:	FORT CLINCH DRIVE Vacant/ Undisturbed				
CURRENT LAND USE + ZONING:	MEDIUM DENSITY RESIDENTIAL R-2				
PROPOSED LAND USE + ZONING:	Conservation + CON				
EXISTING USES ON SITE:	Vacant/ Undisturbed				
PROPERTY SIZE:	1.3				
ENVIRONMENTAL CHARACTERISTICS:	<u>Flood zone</u>	<u>Potential Wetlands</u>	<u>Avg. Topography</u>	<u>Soil Type</u>	<u>Coastal Upland Protection Zone</u>
	X	NONE	12'-36'	Soil ID 30 kureb-resota fine sands, rolling & Soil ID 12 newhan-corolla, rarely flooded, fine sands, rolling	NO
ADJACENT PROPERTIES:	<u>Direction</u>	<u>Existing Use(s)</u>	<u>Year Built</u>	<u>Zoning</u>	<u>FLUM</u>
	North	Vac Govern	n/a	REC	Recreation
	South	Single Fam	1968	R-2	Medium Density Residential
	East	Single Fam	1980-2010	R-2	Medium Density Residential
	West	Vac Govern	n/a	REC/CON	Recreation/Conservation



STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

APPLICABLE COMPREHENSIVE PLAN POLICIES:	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering); 1.07.15 (conservation land use category); Objective 5.08 (Wetlands Protection and Preservation) and all policy statements which follow; Objective 5.10 (Wildlife Planning) and specific policies 5.10.01, 5.10.02, 5.10.05 5.14.09 (development standards for environmentally sensitive and conservation lands); Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands); 6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) Reference: www.fbfl.us/Compplan
APPLICABLE LAND DEVELOPMENT CODE SECTIONS:	2.00.03 (Establishment of district boundary); 2.01.20 (CON zoning district); 3.02.06 (Land Uses within Areas of Special Flood Hazard); 3.03.00 (Wetland Protection); 4.05.00 (Landscaping, Buffers, and Tree Protection); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) Reference: www.fbfl.us/LDC
STAFF RECOMMENDATION:	Staff finds the requested amendments to be sufficiently compliant with the Comprehensive Plan, Land Development Code, and established City Commission Goal to increase conservation land use and zoning acreage. Staff recommends approval of the request.

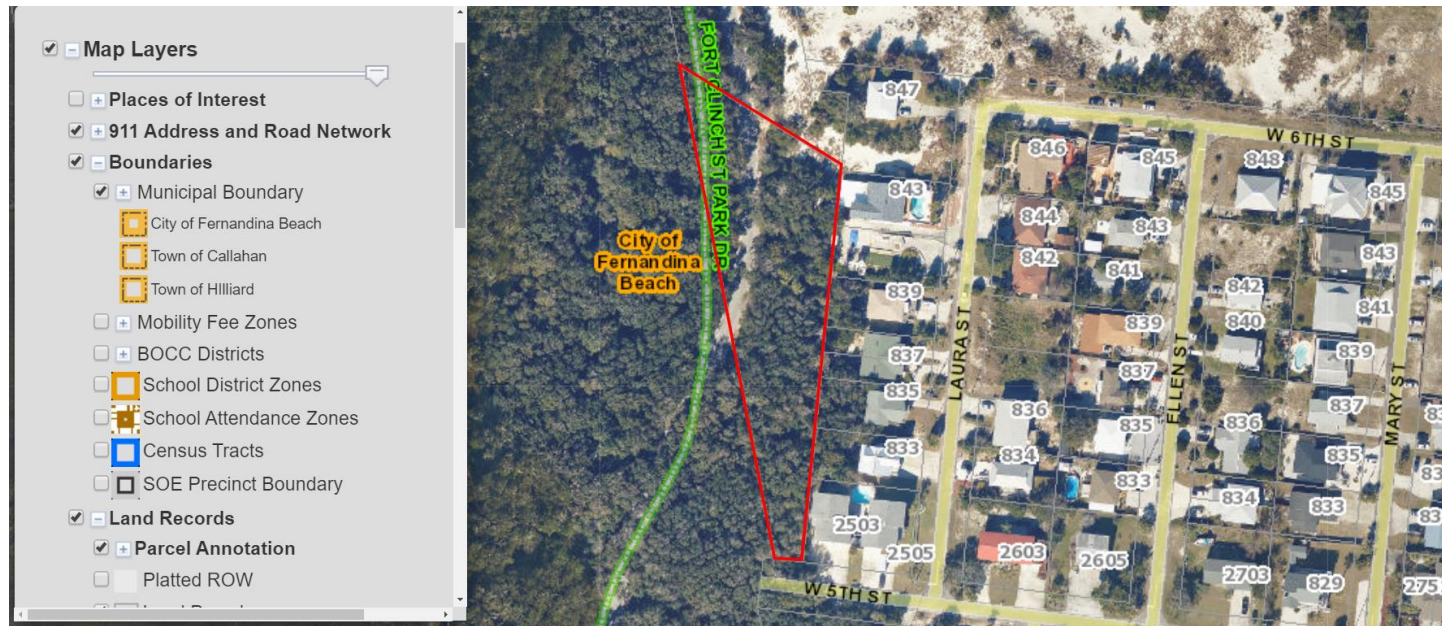
Submitted by:

Kelly N. Gibson, AICP
Director

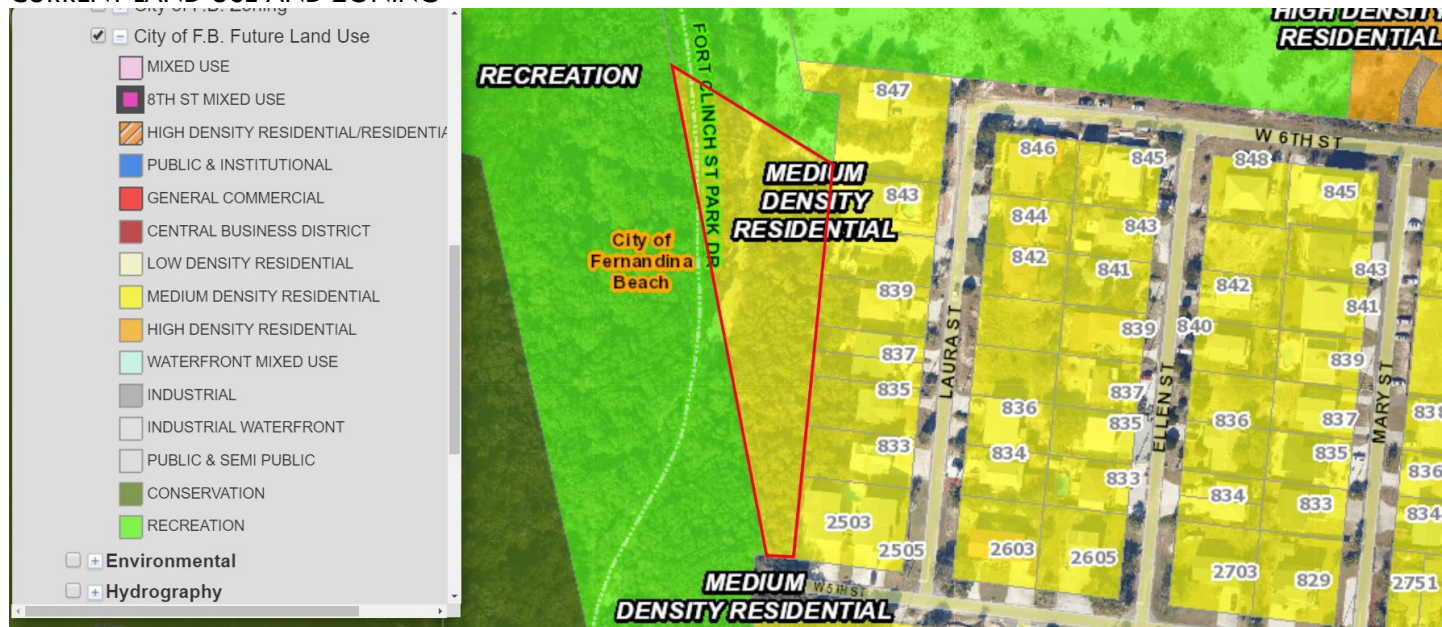


STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

PROPERTY BOUNDARY



CURRENT LAND USE AND ZONING

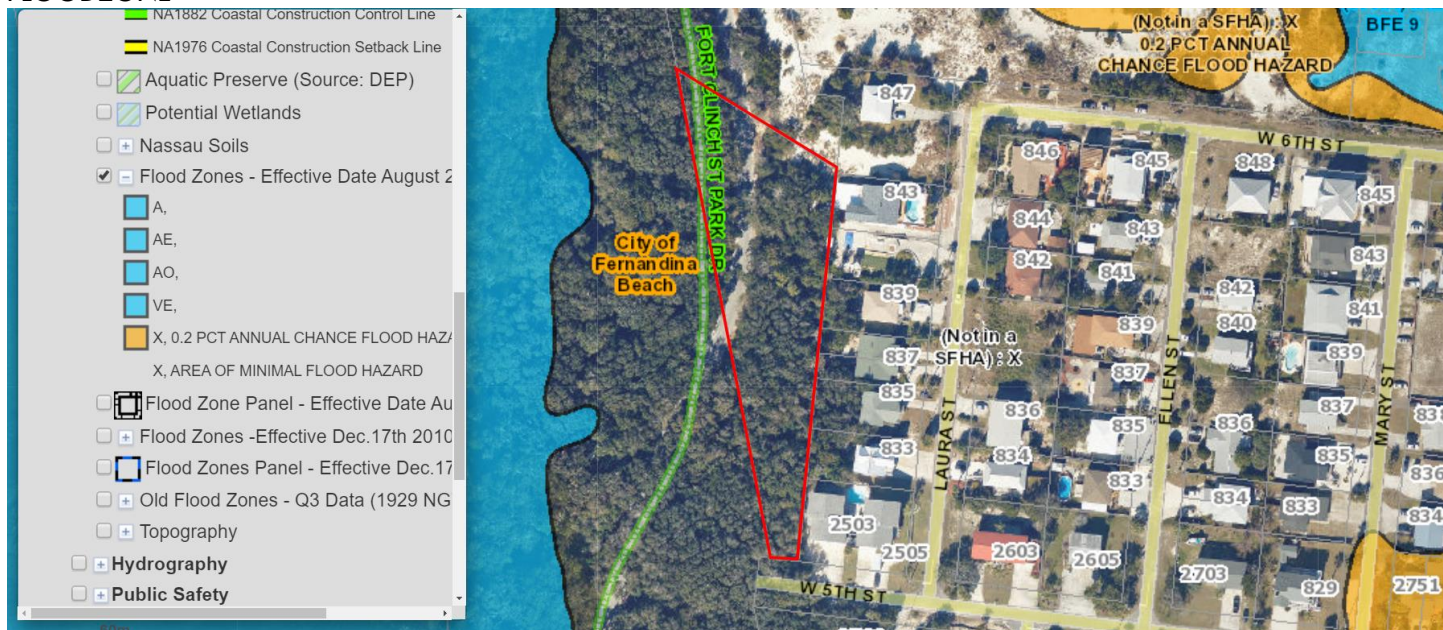




STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019



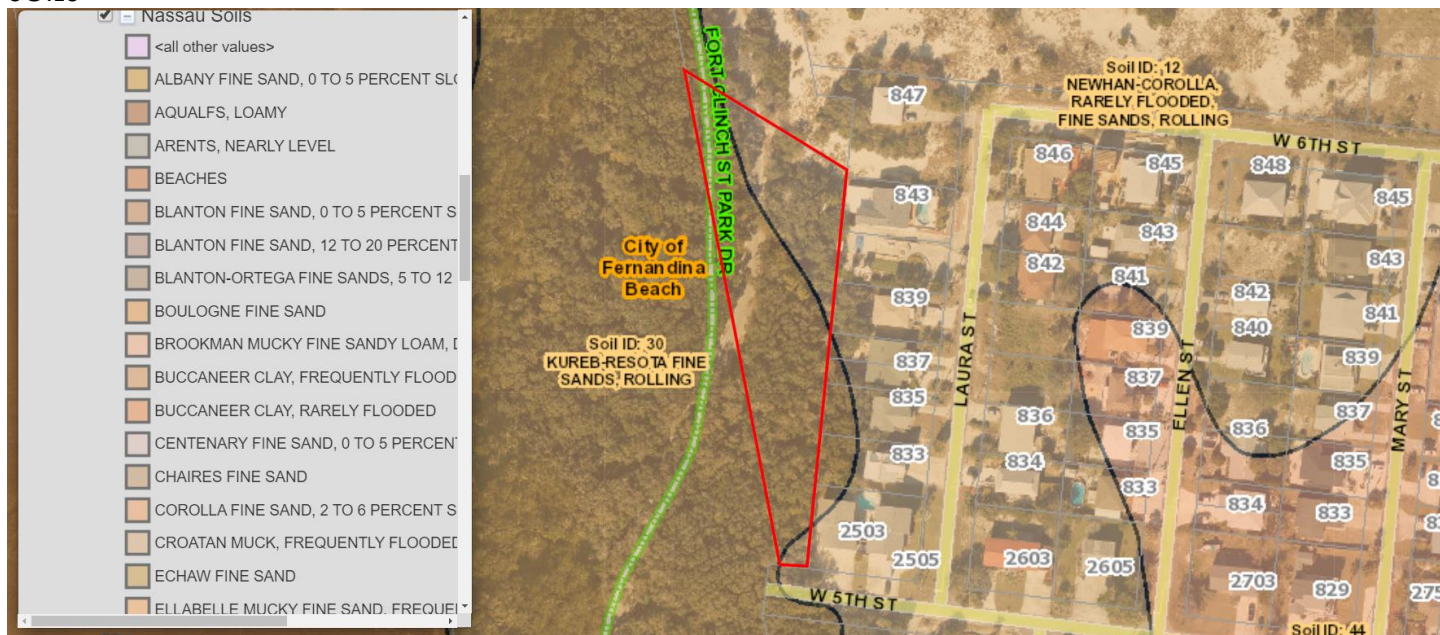
FLOODZONE



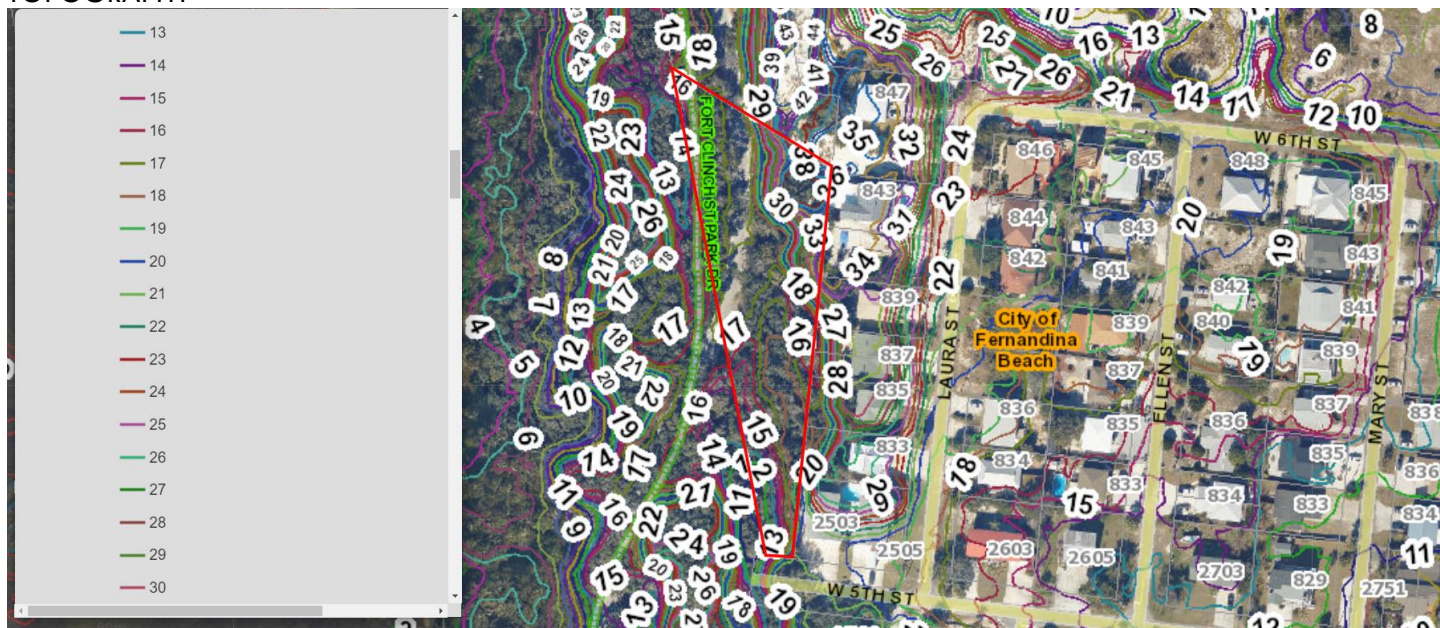


STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

SOILS



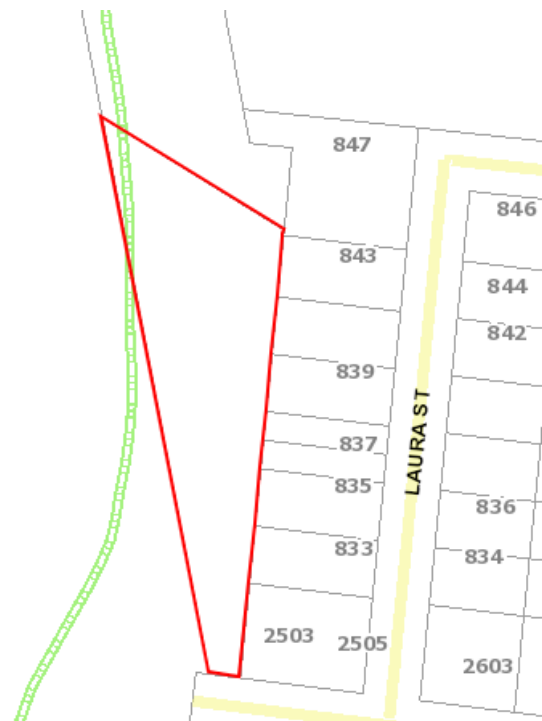
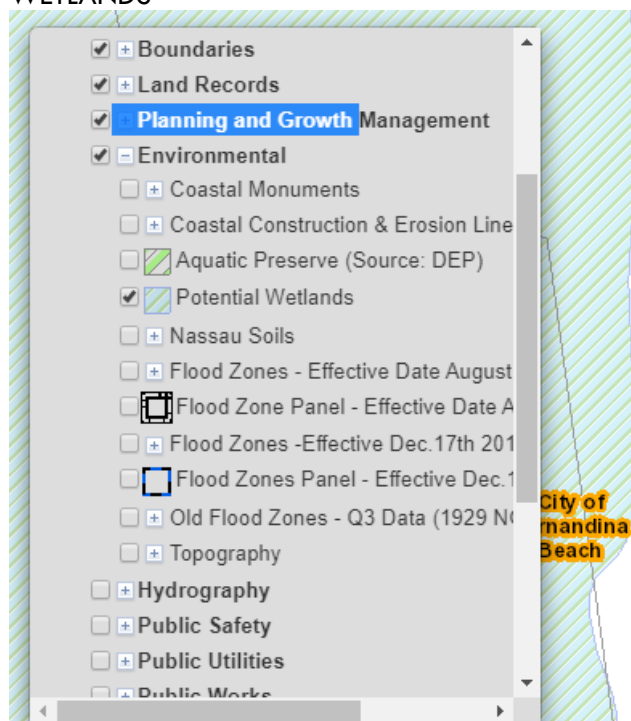
TOPOGRAPHY



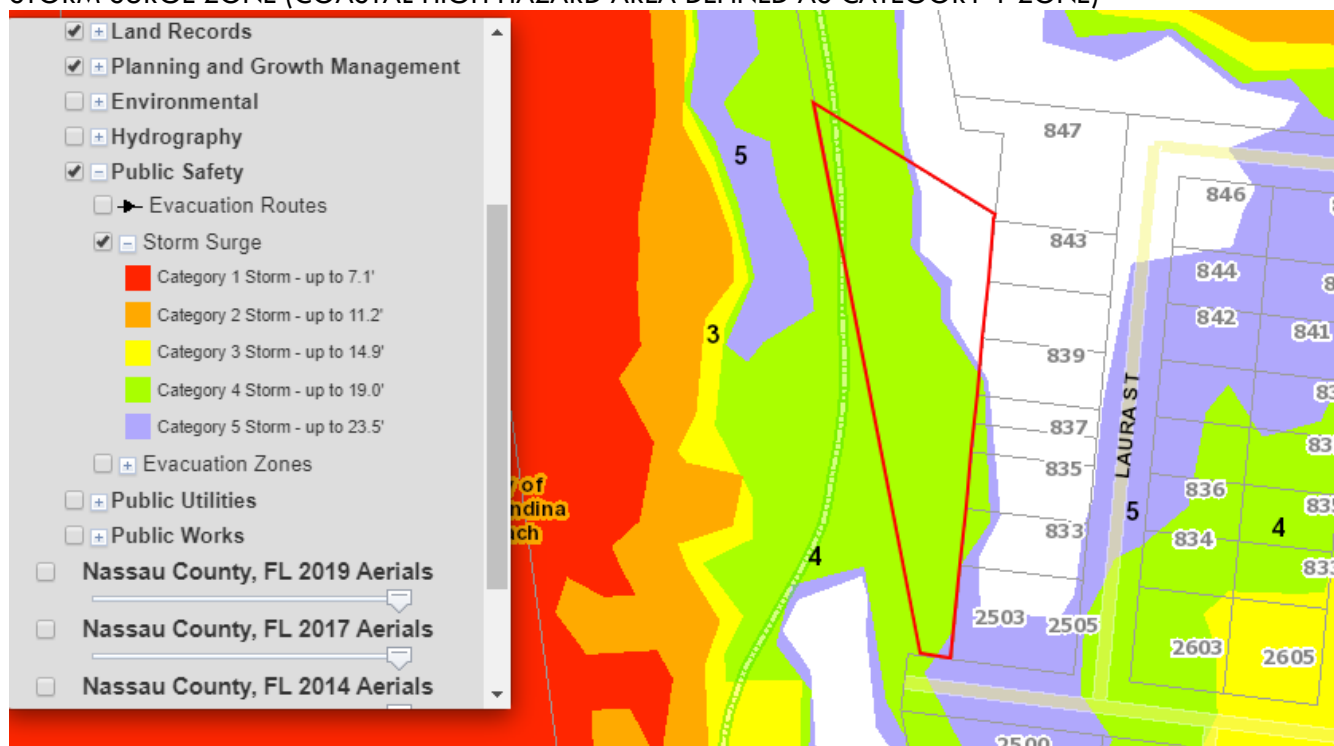


STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

WETLANDS



STORM SURGE ZONE (COASTAL HIGH HAZARD AREA DEFINED AS CATEGORY 1 ZONE)





STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

APPLICATION FOR FUTURE LAND USE MAP + ZONING AMENDMENTS
NON-CITY OWNED PARCELS

*** All required application materials have been received. All fees have been paid. All required notices have been made. All copies of required materials are part of the official record and have been made available on the City's website and at the Department of Planning and Conservation. ***

APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:	00-00-31-1800-0060-0010 OCEAN HIGHWAY & PORT AUTHORITY				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change (In accordance with action directed under Ord. 2019-05)				
LOCATION AND DESCRIPTION OF SITE:	N 3 rd Street / Vacant Gov				
CURRENT LAND USE + ZONING:	_____				
PROPOSED LAND USE + ZONING:	Conservation + CON				
EXISTING USES ON SITE:	Vacant/Undisturbed				
PROPERTY SIZE:	2.53				
ENVIRONMENTAL CHARACTERISTICS:	<u>Flood zone</u>	<u>Potential Wetlands</u>	<u>Avg. Topography</u>	<u>Soil Type</u>	<u>Coastal Upland Protection Zone</u>
	AE	YES	1' to 2'	Mucky Peat	NO
ADJACENT PROPERTIES:	<u>Direction</u>	<u>Existing Use(s)</u>	<u>Year Built</u>	<u>Zoning</u>	<u>FLUM</u>
	North	Heavy Manu	1975	I-2	Industrial
	South	Vacant Gov	n/a	R-2	Medium Density Residential
	East	n/a	n/a	I-2	Industrial
	West	Vacant Gov	n/a	I-W	Industrial Waterfront
APPLICABLE COMPREHENSIVE PLAN POLICIES:	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering); 1.07.15 (conservation land use category); Objective 5.08 (Wetlands Protection and Preservation) and all policy statements which follow; Objective 5.10 (Wildlife Planning) and specific policies 5.10.01, 5.10.02, 5.10.05 5.14.09 (development standards for environmentally sensitive and conservation lands); Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09;				



STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

	5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands); 6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) Reference: www.fbfl.us/Compplan
APPLICABLE LAND DEVELOPMENT CODE SECTIONS:	2.00.03 (Establishment of district boundary); 2.01.20 (CON zoning district); 3.02.06 (Land Uses within Areas of Special Flood Hazard); 3.03.00 (Wetland Protection); 4.05.00 (Landscaping, Buffers, and Tree Protection); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) Reference: www.fbfl.us/LDC
STAFF RECOMMENDATION:	Staff finds the requested amendments to be sufficiently compliant with the Comprehensive Plan, Land Development Code, and established City Commission Goal to increase conservation land use and zoning acreage. Staff recommends approval of the request.

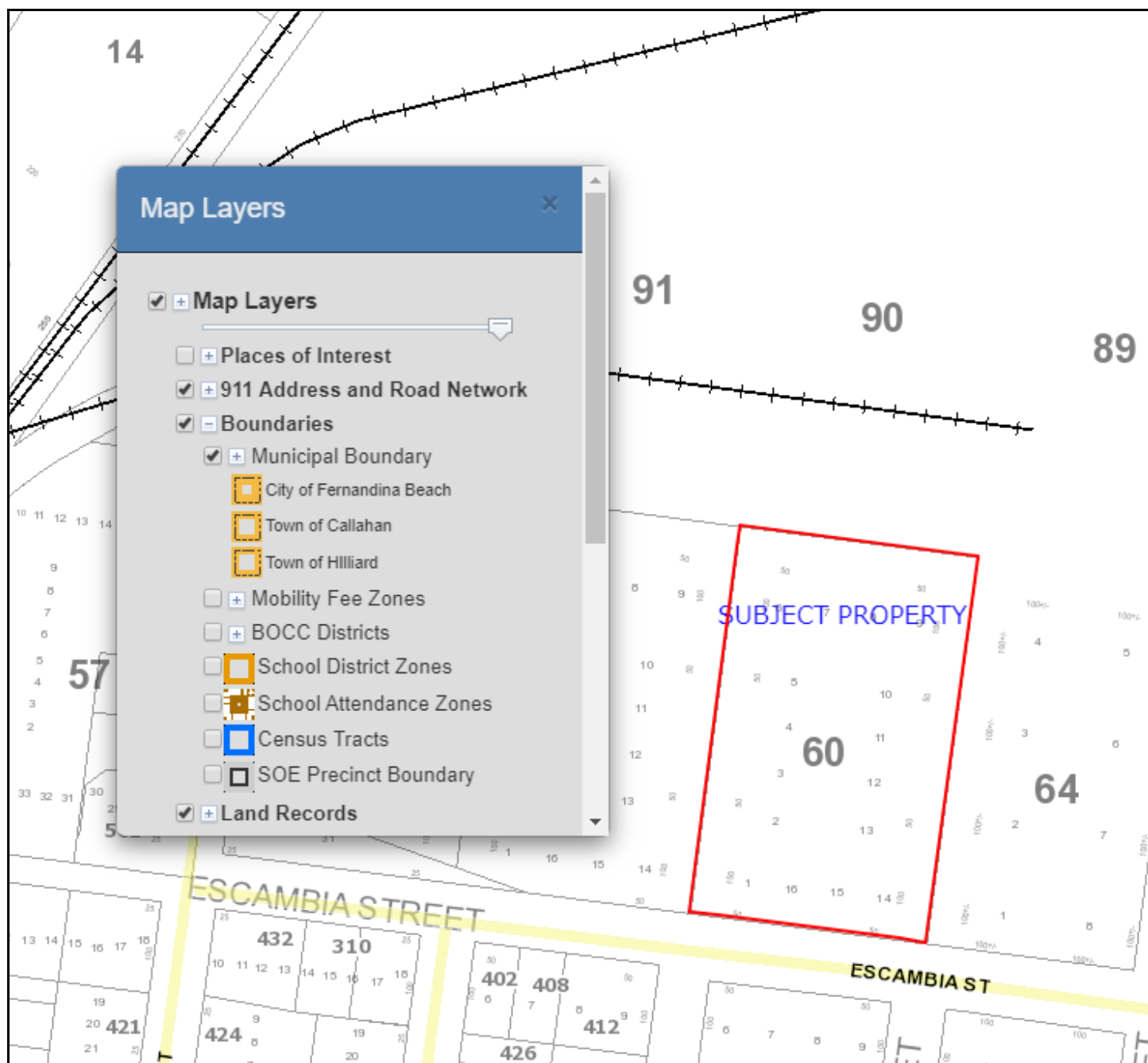
Submitted by:

Kelly N. Gibson, AICP
Director



STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

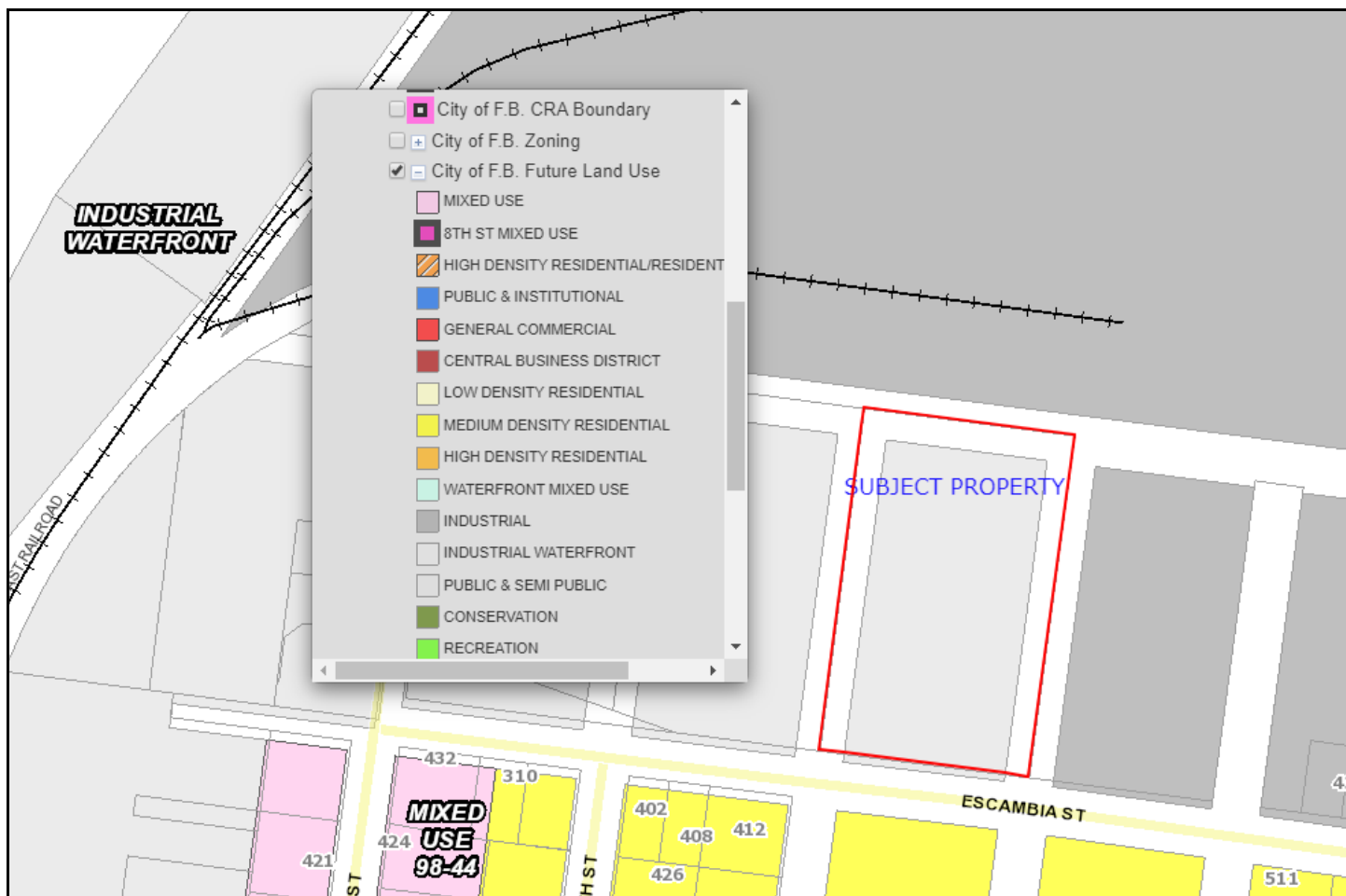
PROPERTY BOUNDARY





STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

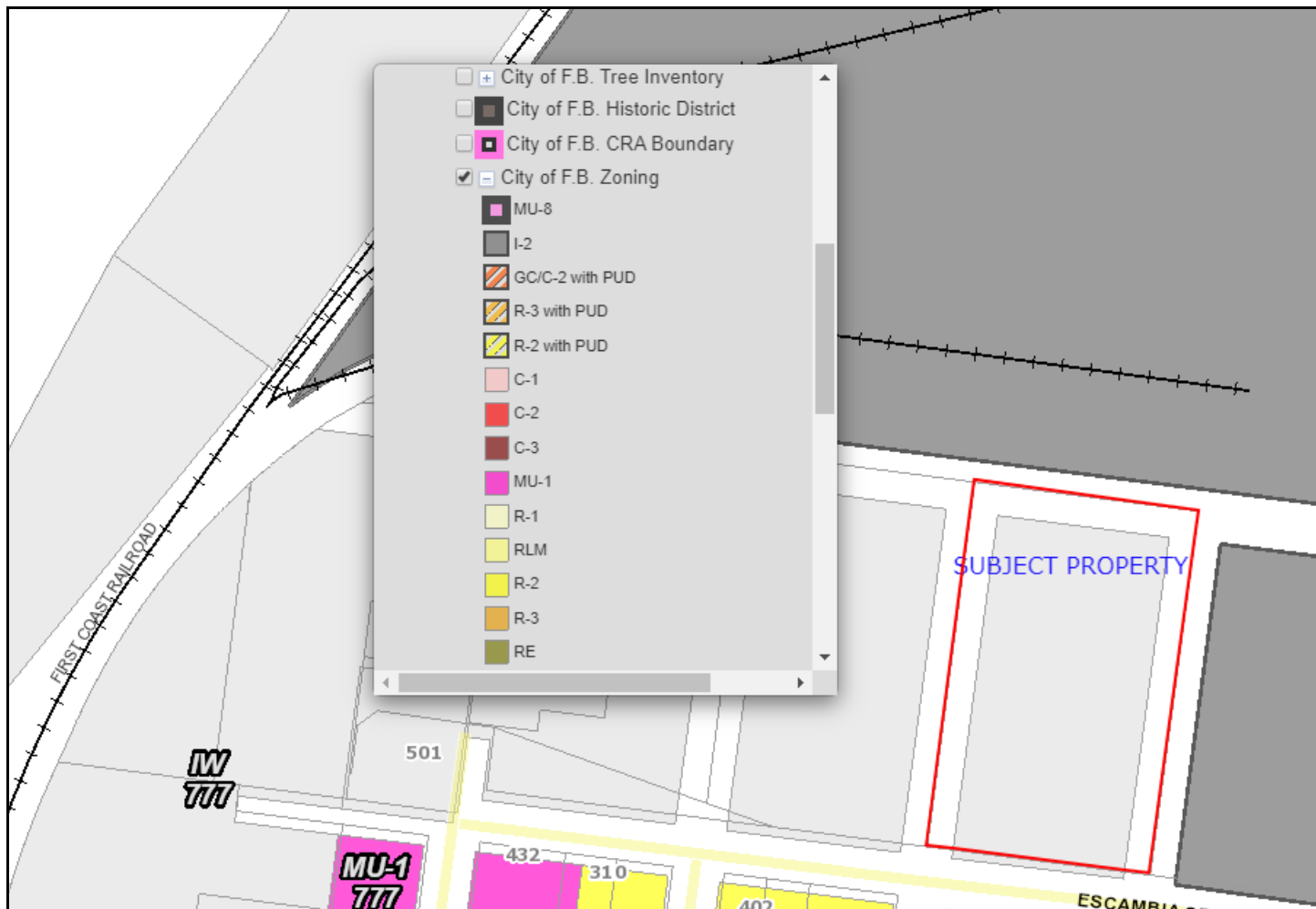
CURRENT LAND USE





STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

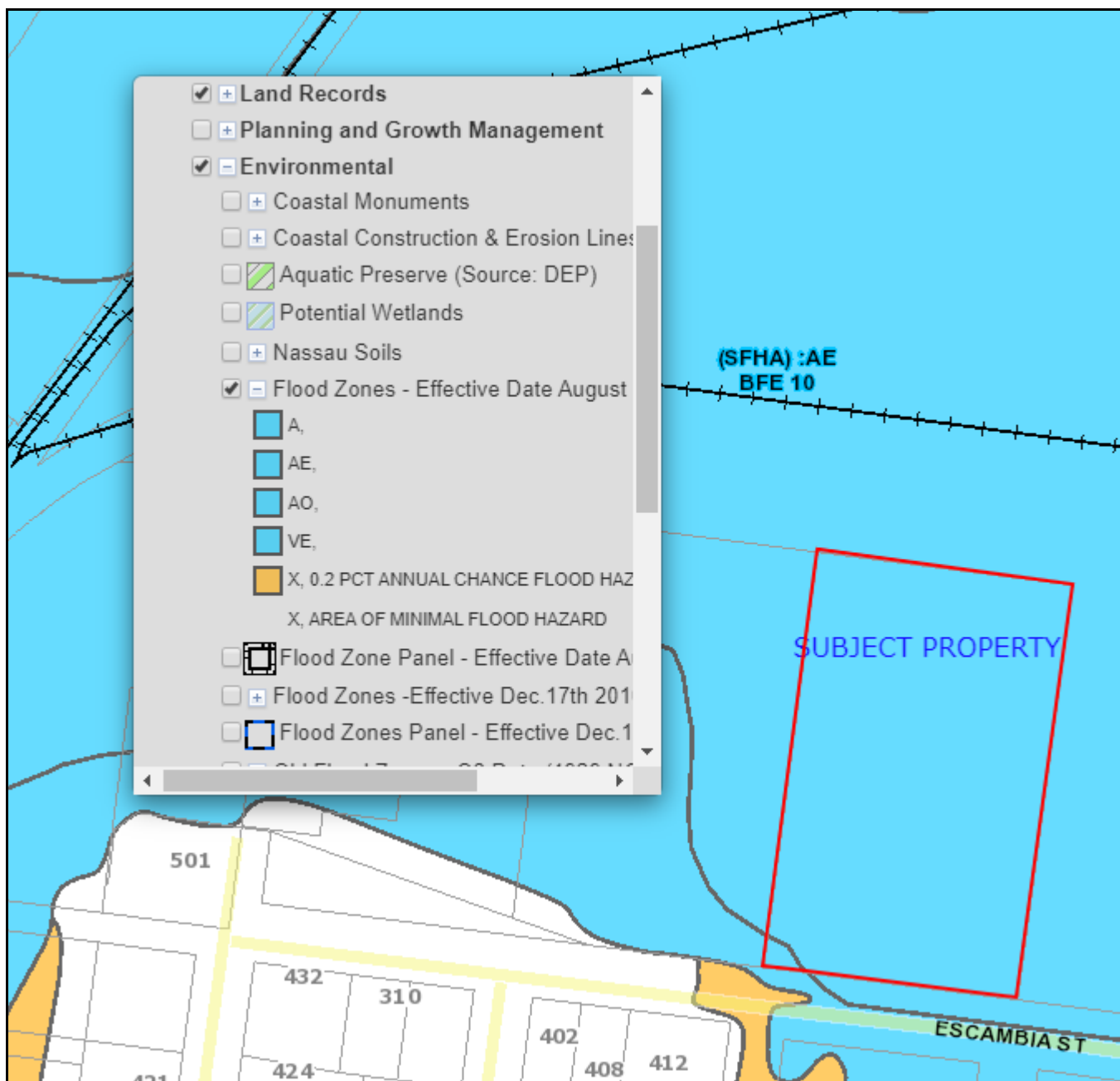
ZONING





STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

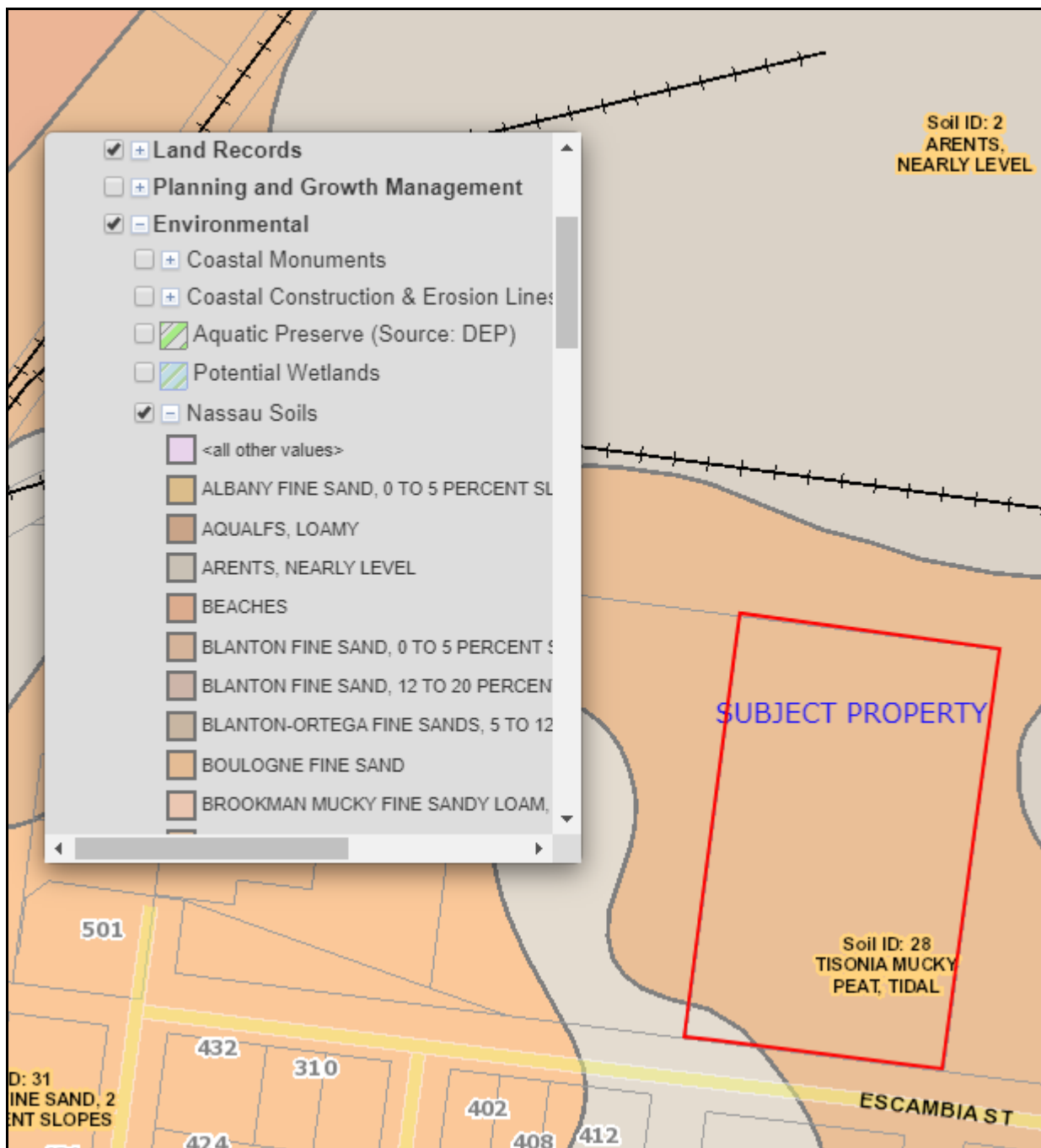
FLOODZONE





STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

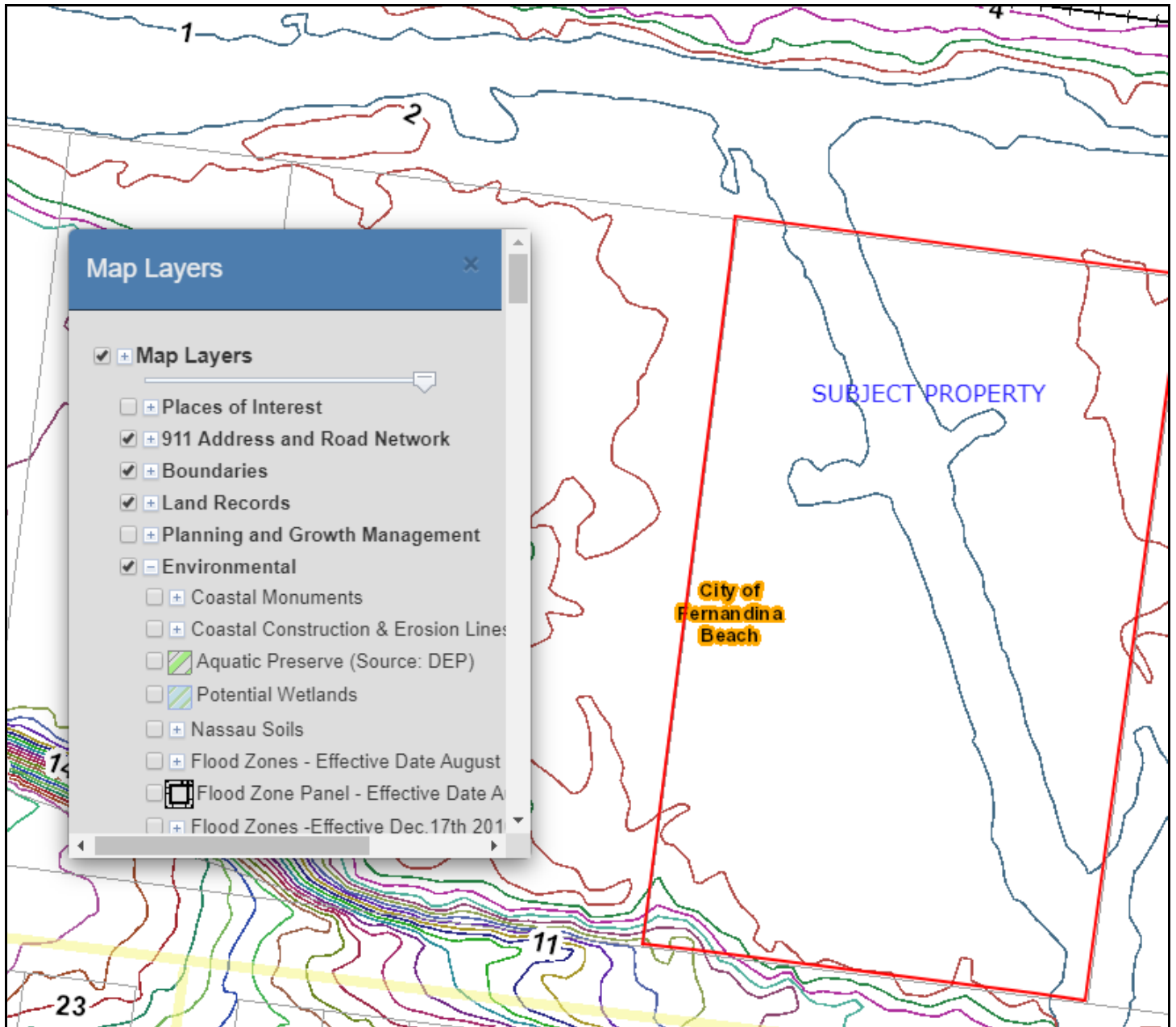
SOILS





STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

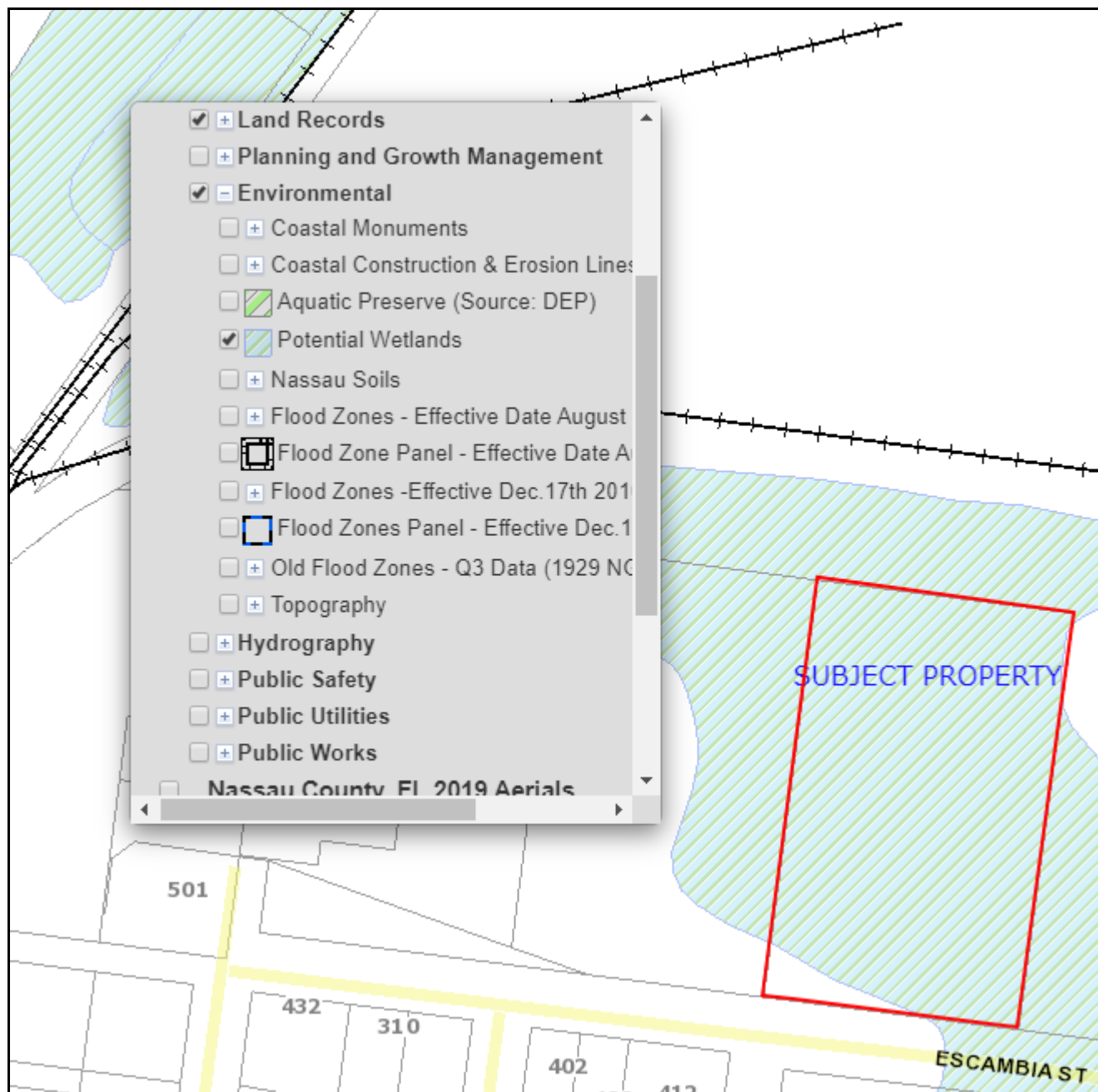
TOPOGRAPHY





STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

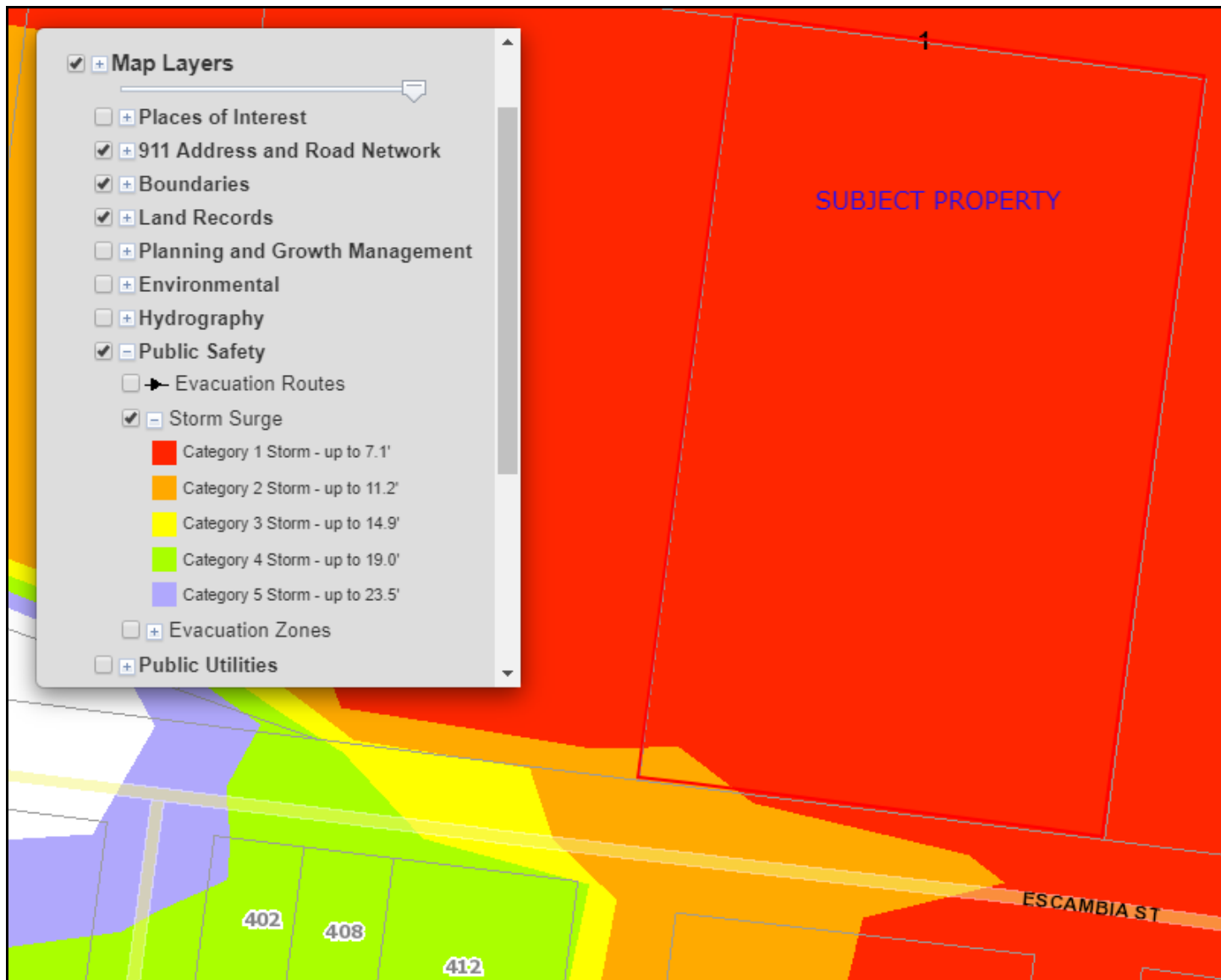
WETLANDS





STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

STORM SURGE ZONE (COASTAL HIGH HAZARD AREA DEFINED AS CATEGORY 1 ZONE)





STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

APPLICATION FOR FUTURE LAND USE MAP + ZONING AMENDMENTS
NON-CITY OWNED PARCELS

*** All required application materials have been received. All fees have been paid. All required notices have been made. All copies of required materials are part of the official record and have been made available on the City's website and at the Department of Planning and Conservation. ***

APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:	00-00-31-1520-0008-0030 NASSAU COUNTY				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change (In accordance with action directed under Ord. 2019-05)				
LOCATION AND DESCRIPTION OF SITE:	S. Fletcher Ave / Vacant Gov / Coastline				
CURRENT LAND USE + ZONING:	Low Density Residential/ R-1				
PROPOSED LAND USE + ZONING:	Recreation + REC				
EXISTING USES ON SITE:	Vacant/ Undisturbed				
PROPERTY SIZE:	.14				
ENVIRONMENTAL CHARACTERISTICS:	<u>Flood zone</u>	<u>Potential Wetlands</u>	<u>Avg. Topography</u>	<u>Soil Type</u>	<u>Coastal Upland Protection Zone</u>
	VE	YES	10' to 15'	Fine Sand/Beach	YES
ADJACENT PROPERTIES:	<u>Direction</u>	<u>Existing Use(s)</u>	<u>Year Built</u>	<u>Zoning</u>	<u>FLUM</u>
	North	Vacant	n/a	R-1	Low Density Residential
	South	Vacant	n/a	R-1	Low Density Residential
	East		n/a	Beaches	Beaches
	West	Single Family	1948	R-1	Low Density Residential
APPLICABLE COMPREHENSIVE PLAN POLICIES:	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering); 1.07.14 (recreation land use category); Objective 5.06 (Coastal Protection); Objective 5.08 (Wetlands Protection and Preservation) and all policy statements which follow; Objective 5.10 (Wildlife Planning) and specific policies 5.10.01, 5.10.02, 5.10.05 5.14.09 (development standards for environmentally sensitive and conservation lands);				



STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

	Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands); 6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) Reference: www.fbfl.us/Compplan
APPLICABLE LAND DEVELOPMENT CODE SECTIONS:	2.00.03 (Establishment of district boundary); 2.01.19 (REC zoning district); 3.02.06 (Land Uses within Areas of Special Flood Hazard); 3.03.00 (Wetland Protection); 4.05.00 (Landscaping, Buffers, and Tree Protection); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) Reference: www.fbfl.us/LDC
STAFF RECOMMENDATION:	Staff finds the requested amendments to be sufficiently compliant with the Comprehensive Plan, Land Development Code, and established City Commission Goal to increase conservation land use and zoning acreage. Staff recommends approval of the request.

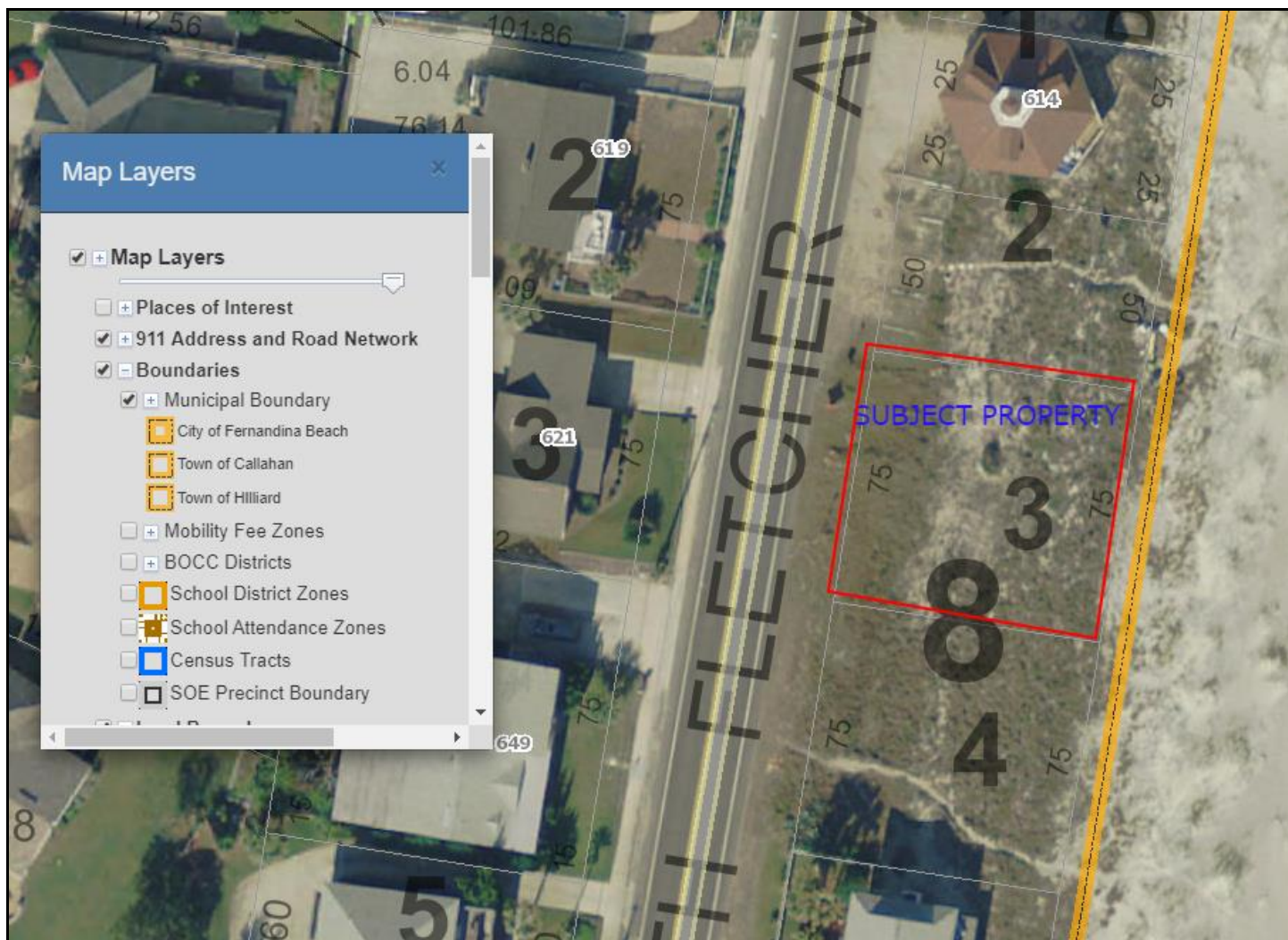
Submitted by:

Kelly N. Gibson, AICP
Director



STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

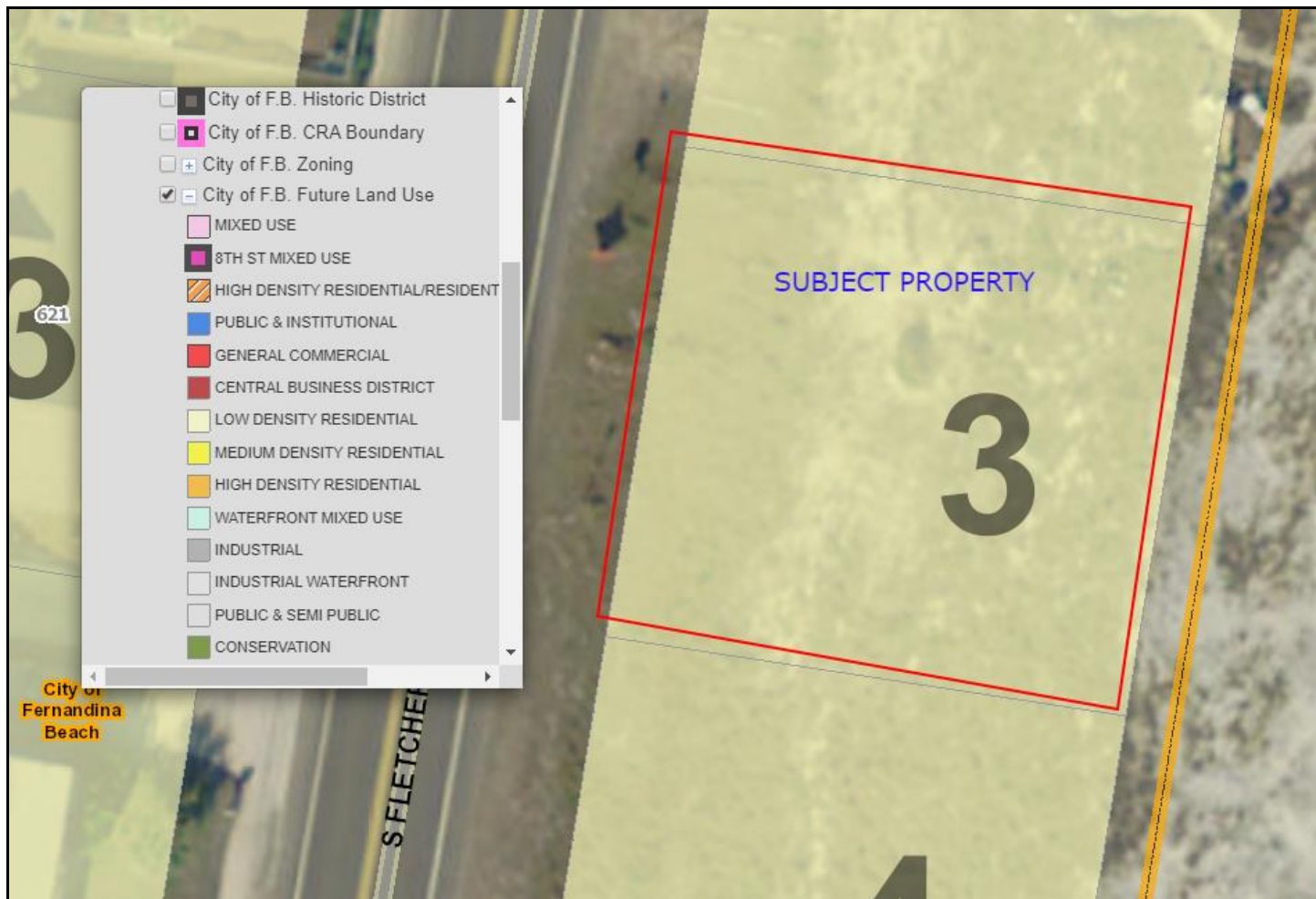
PROPERTY BOUNDARY





STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

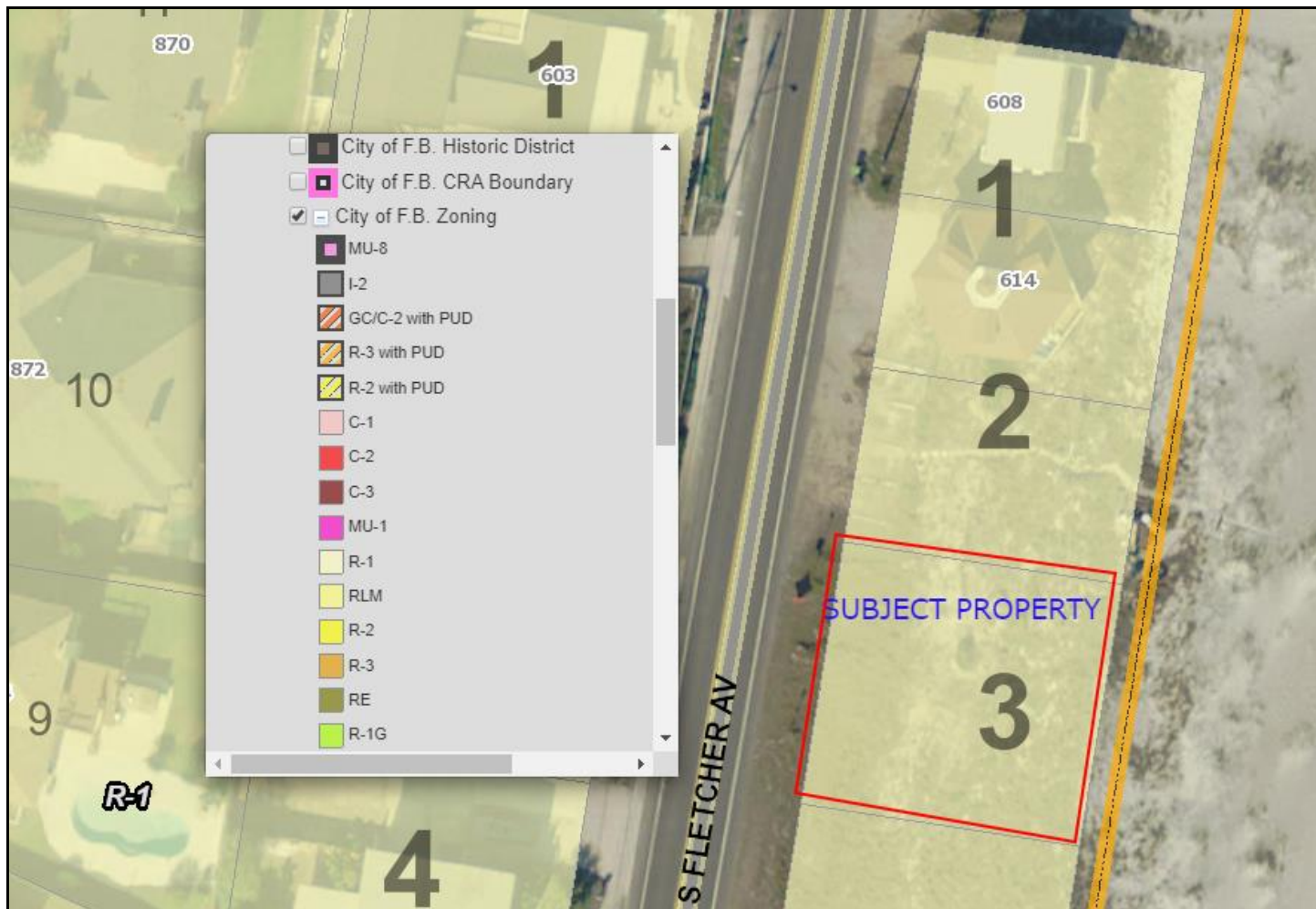
CURRENT LAND USE





STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

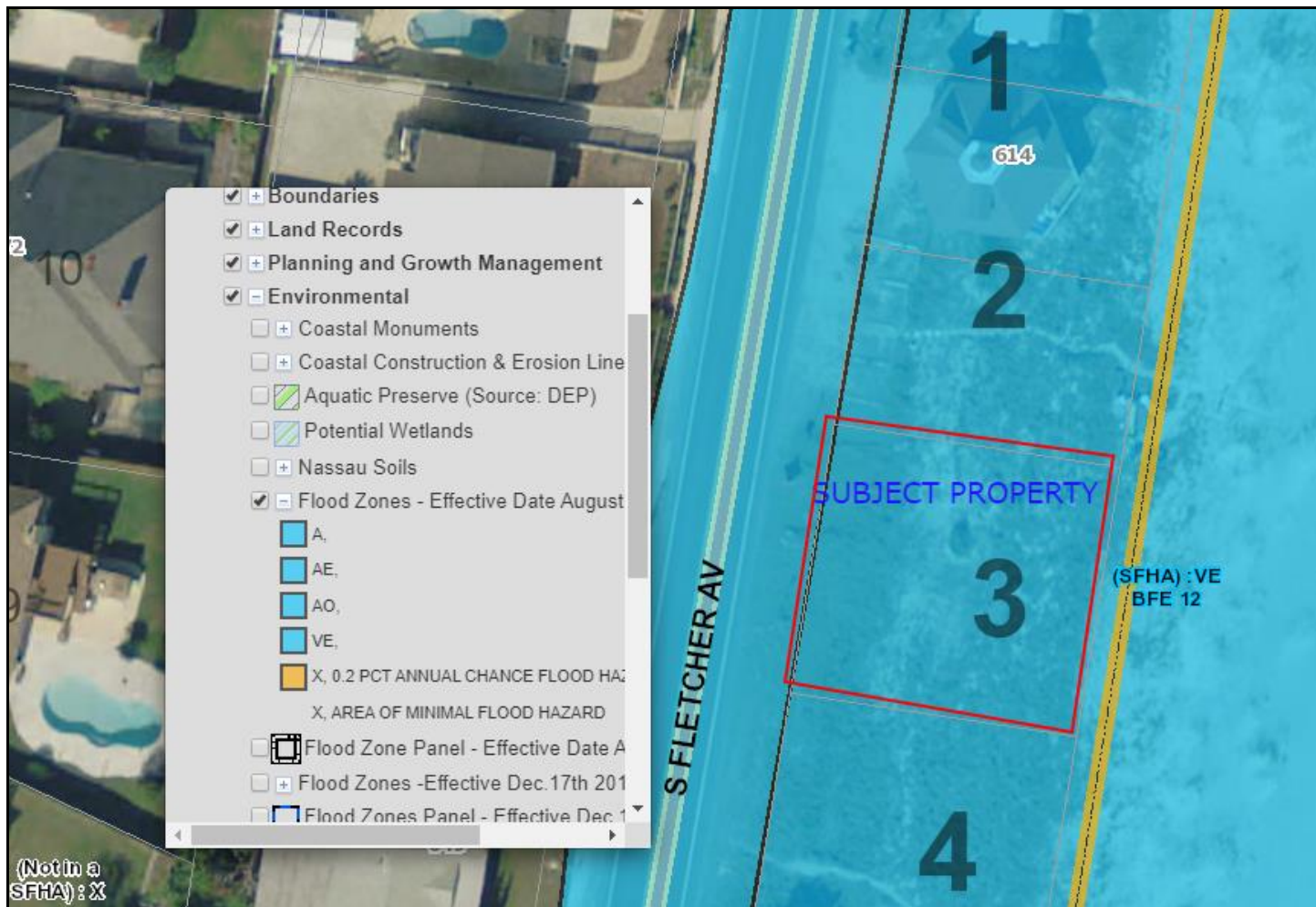
ZONING





STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

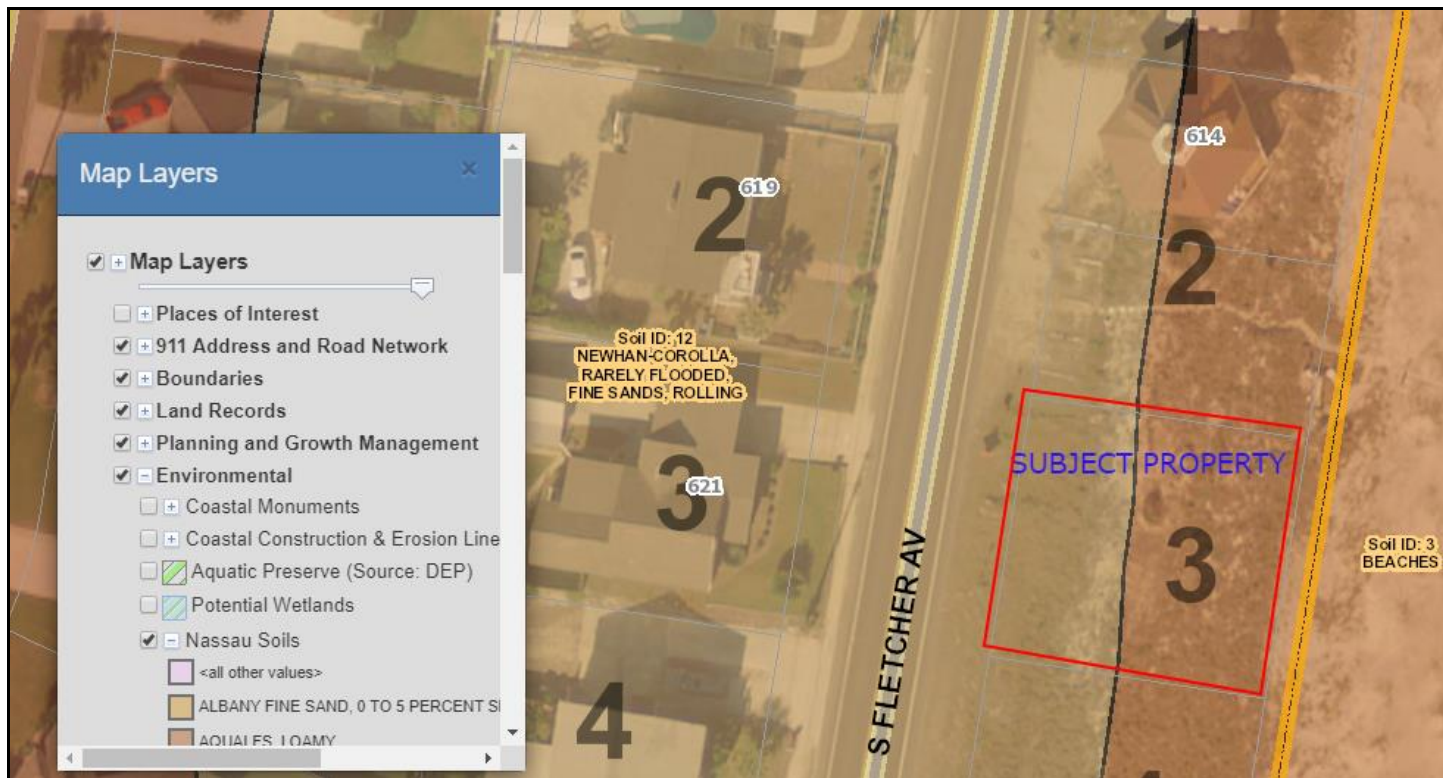
FLOODZONE





STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

SOILS





STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

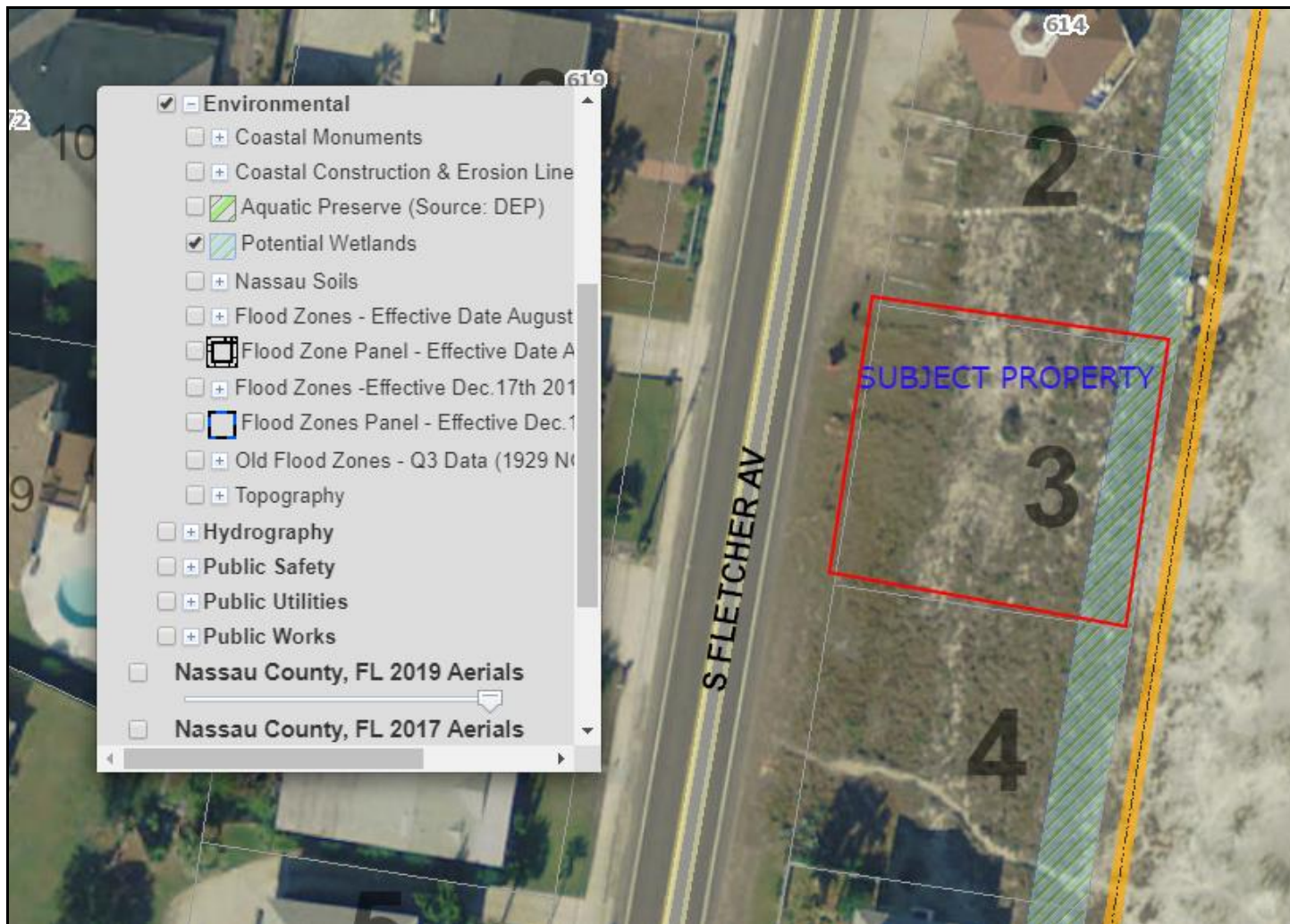
TOPOGRAPHY





STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

WETLANDS





STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

STORM SURGE ZONE (COASTAL HIGH HAZARD AREA DEFINED AS CATEGORY 1 ZONE)





STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

APPLICATION FOR FUTURE LAND USE MAP + ZONING AMENDMENTS
NON-CITY OWNED PARCELS

*** All required application materials have been received. All fees have been paid. All required notices have been made. All copies of required materials are part of the official record and have been made available on the City's website and at the Department of Planning and Conservation. ***

APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:	00-00-31-1800-0067-0050 NASSAU COUNTY				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change (In accordance with action directed under Ord. 2019-05)				
LOCATION AND DESCRIPTION OF SITE:	DADE STREET Vacant/ Undisturbed				
CURRENT LAND USE + ZONING:	Medium Density Residential R-2				
PROPOSED LAND USE + ZONING:	Conservation + CON				
EXISTING USES ON SITE:	Vacant/ Undisturbed				
PROPERTY SIZE:	.22				
ENVIRONMENTAL CHARACTERISTICS:	<u>Flood zone</u>	<u>Potential Wetlands</u>	<u>Avg. Topography</u>	<u>Soil Type</u>	<u>Coastal Upland Protection Zone</u>
	X & AE9	NO	8'-14'	Soil ID: 31Kershaw Fine Sand. 2 to 8 Percent Slopes; Soil ID: 28 Tisonia Mucky Peat, Tidal	NO
ADJACENT PROPERTIES:	<u>Direction</u>	<u>Existing Use(s)</u>	<u>Year Built</u>	<u>Zoning</u>	<u>FLUM</u>
	North	Utilities	N/A	R-2	Medium Density Residential
	South	Single Fam	1952	R-2	Medium Density Residential
	East	Vacant	N/A	R-2	Medium Density Residential
	West	Vac Govern	N/A	R-2	Medium Density Residential



STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

APPLICABLE COMPREHENSIVE PLAN POLICIES:	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering); 1.07.15 (conservation land use category); Objective 5.08 (Wetlands Protection and Preservation) and all policy statements which follow; Objective 5.10 (Wildlife Planning) and specific policies 5.10.01, 5.10.02, 5.10.05 5.14.09 (development standards for environmentally sensitive and conservation lands); Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands); 6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) Reference: www.fbfl.us/Compplan
APPLICABLE LAND DEVELOPMENT CODE SECTIONS:	2.00.03 (Establishment of district boundary); 2.01.20 (CON zoning district); 3.02.06 (Land Uses within Areas of Special Flood Hazard); 3.03.00 (Wetland Protection); 4.05.00 (Landscaping, Buffers, and Tree Protection); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) Reference: www.fbfl.us/LDC
STAFF RECOMMENDATION:	Staff notes that Nassau County Board of County Commissioners issued a recommendation to retain the existing Medium Density Residential/ R-2 zoning on the property for purposes meeting affordable housing needs. (Reference email from Ms. Burke, dated 12/5/2019). Staff finds the requested amendments to be sufficiently compliant with the Comprehensive Plan, Land Development Code, and established City Commission Goal to increase conservation land use and zoning acreage. Staff recommends approval of the request.

Submitted by:

Kelly N. Gibson, AICP
Director

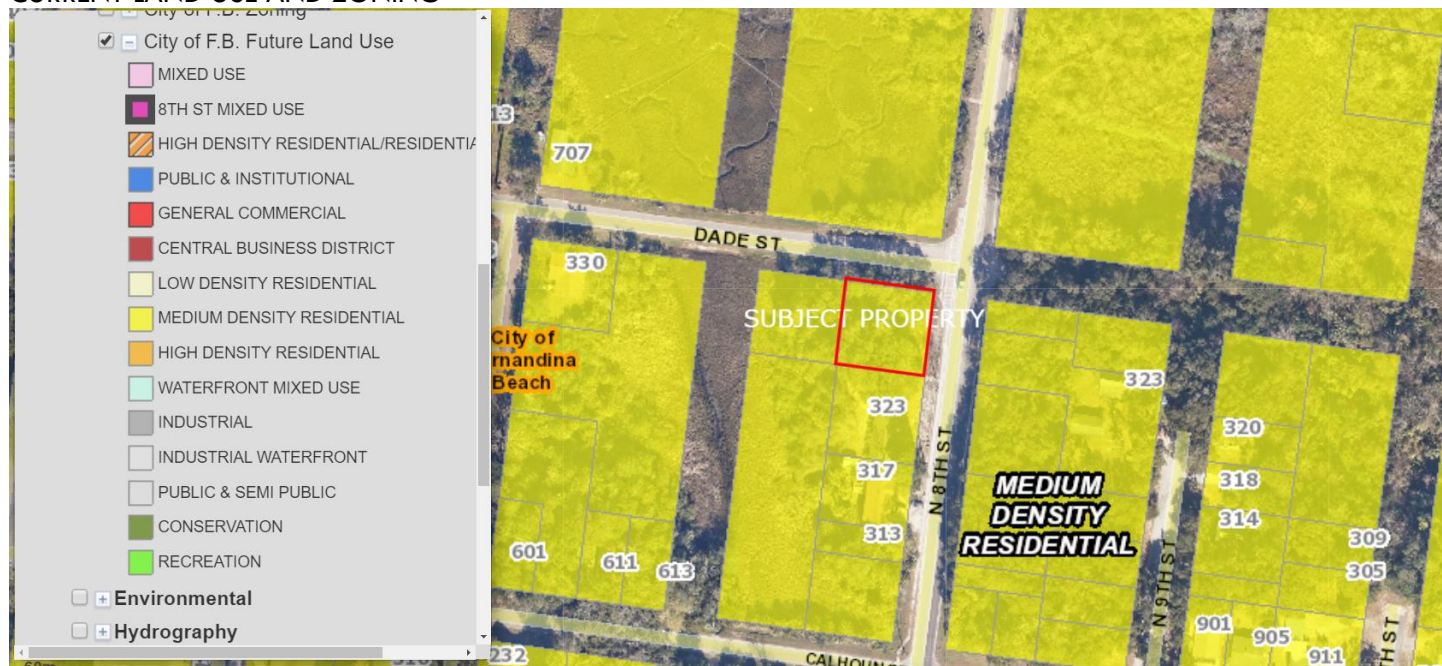


STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

PROPERTY BOUNDARY



CURRENT LAND USE AND ZONING

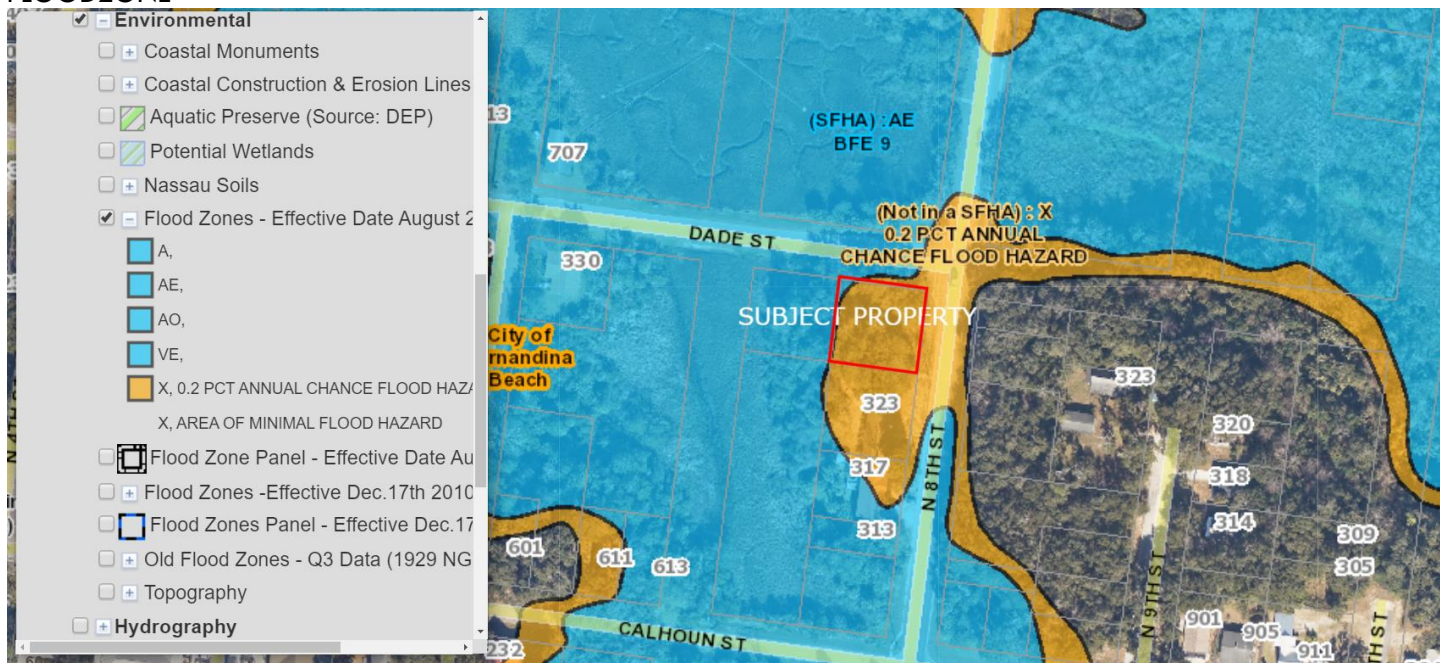




STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019



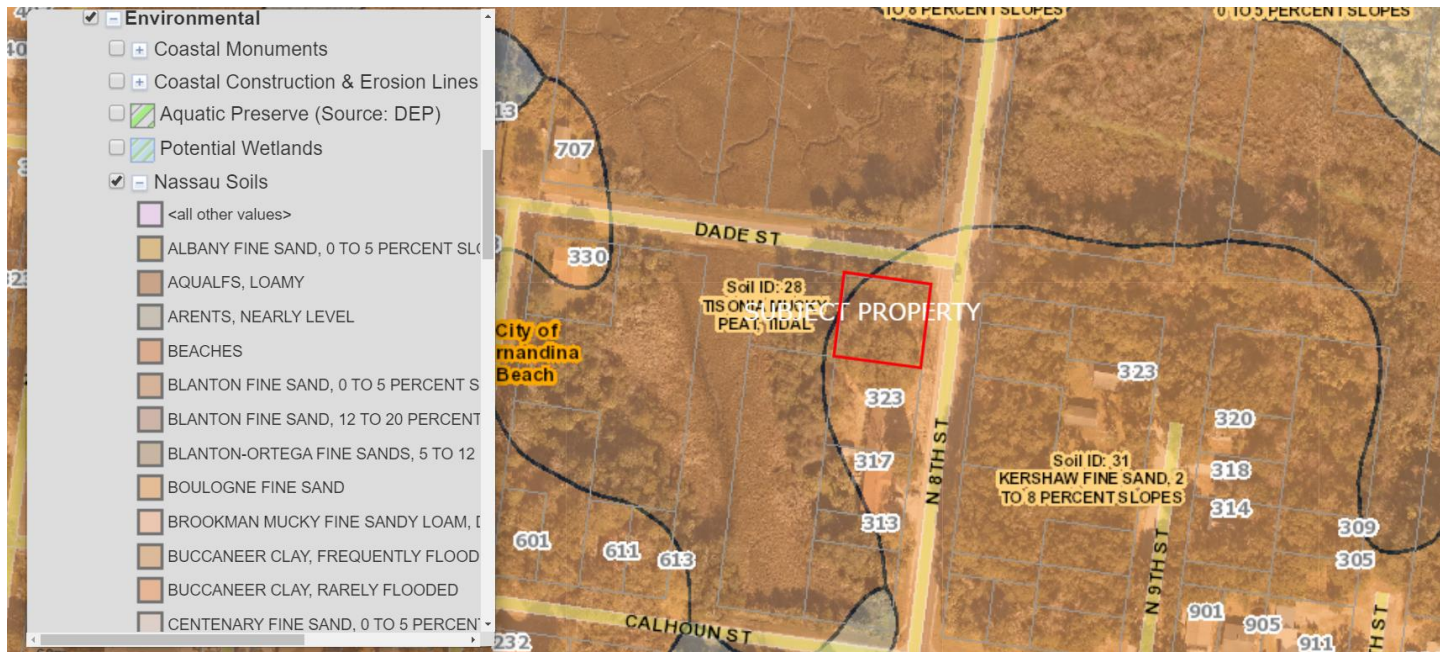
FLOODZONE



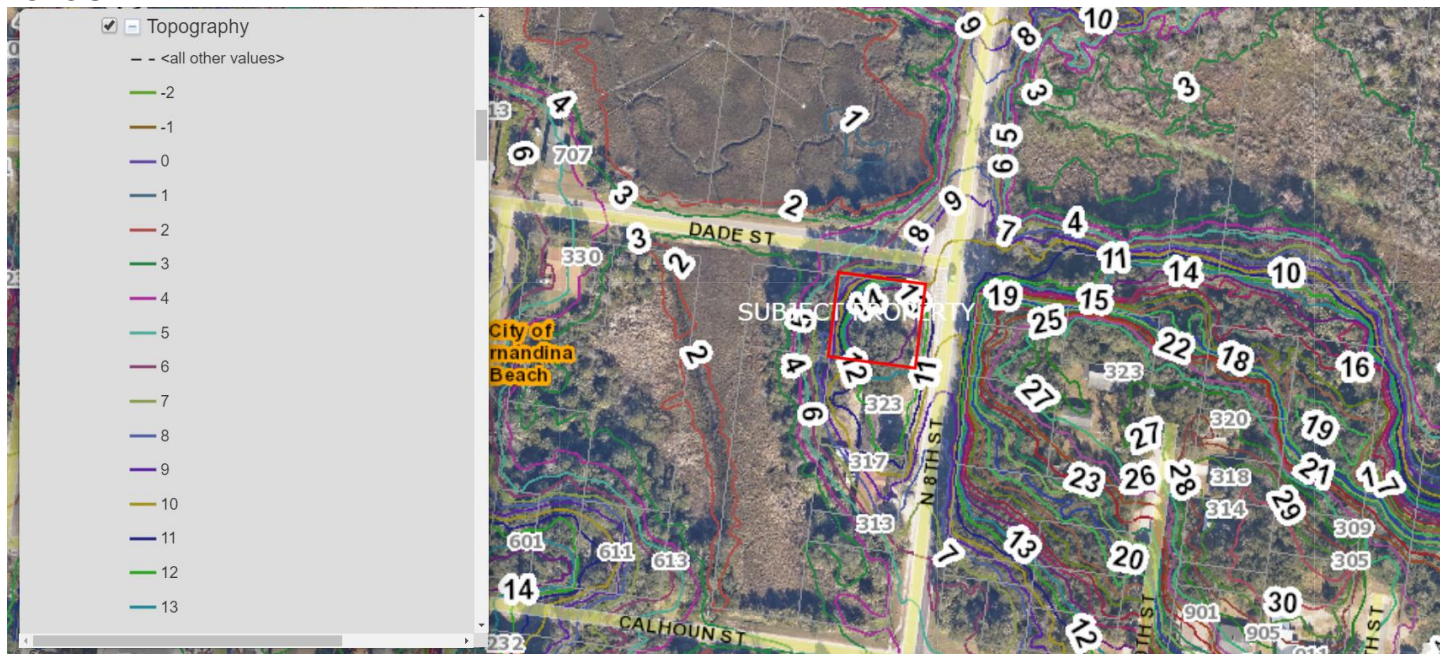
SOILS



STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019



TOPOGRAPHY



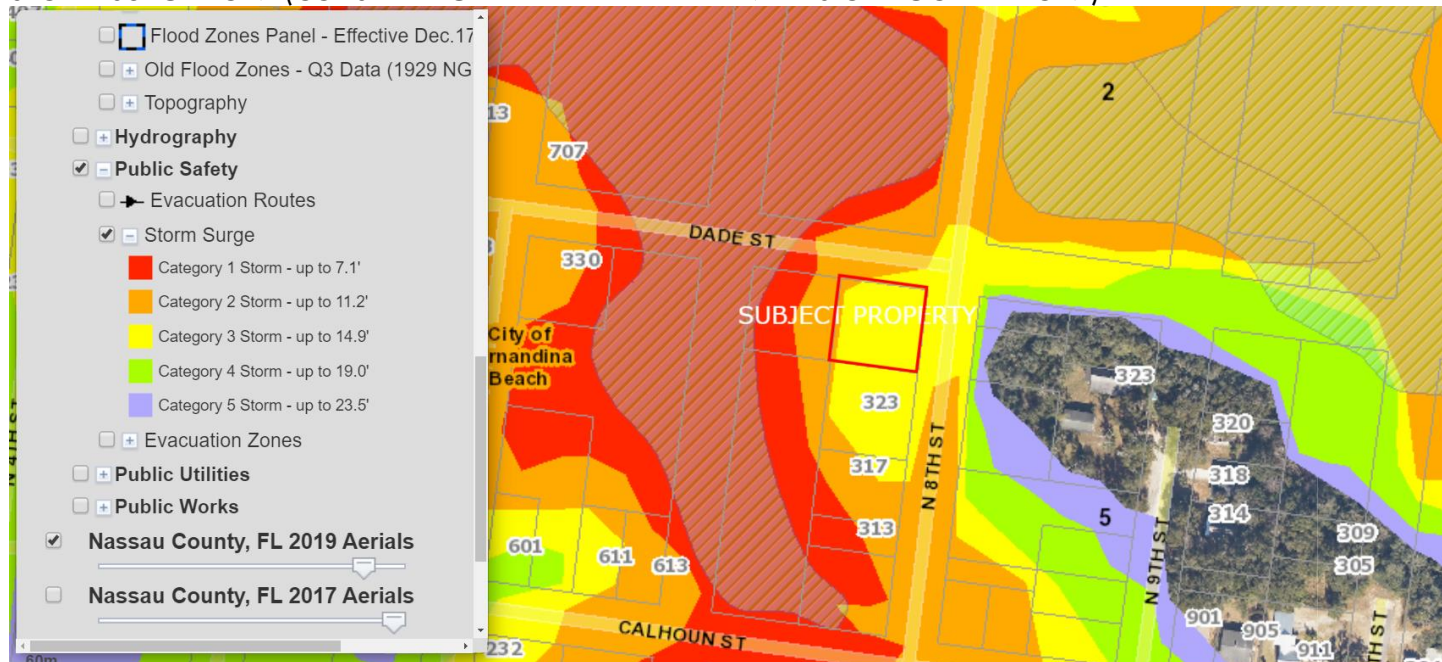


STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

WETLANDS



STORM SURGE ZONE (COASTAL HIGH HAZARD AREA DEFINED AS CATEGORY 1 ZONE)



Kelly Gibson

From: Adrienne Burke <aburke@nassaucountyfl.com>
Sent: Thursday, December 5, 2019 8:45 AM
To: Kelly Gibson
Cc: Taco Pope; Valerie Feinberg; Abigail Weiss; Kailey Saver
Subject: BOCC Input - County Land Rezoning/FLUM Amendments

Good morning Kelly!

Yesterday the BOCC reviewed the four County parcels proposed for City rezoning/FLUM amendments. Their motions were as follows:

- 00-00-31-1520-008-0030 (S. Fletcher parcel) – Motion to support change to Recreation/Recreation.
 - Commissioner Leeper commented that Commissioner Ross told him he would not support recreation at this site and it should be conservation. I was asked to find out if this reflects the Commission direction as a whole or if this is an individual opinion.
- 00-00-31-1800-0067-0040 (Interior Dade St. parcel) – Motion to support change to Conservation/Conservation.
- 00-00-31-1800-0067-0050 (Corner Dade/8th parcel) – Motion to retain R2/MDR. This property is eligible for consideration as surplus property for housing. The County EHAC is currently going through the process of identifying County-owned land that would be eligible for surplus compliant with the state statutory requirements for identifying surplus lands for housing.
- 00-00-31-1800-0034-0050 (Calhoun St. parcel) – Motion to support change to Conservation/Conservation.

Please keep me updated on the process so I can relay information back to them. Thank you!

Adrienne Burke, AICP, Esq. | Director

Nassau County | Planning + Code Enforcement

96161 Nassau Place | Yulee, FL 32097

P: (904) 530-6329 E: aburke@nassaucountyfl.com



Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, please do not send electronic mail to this entity. Instead, please contact this office by phone or in writing.

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Ordinance 2020-24
Zoning Map Amendment - Non-City Owned Properties

ITEM TYPE: Ordinances (w/ fiscal impact)

REQUESTED ACTION: Consider Ordinance 2020-24 at First Reading.

SYNOPSIS: Actions for Future Land Use Map and Zoning Map Amendments consistent with the City Commission Goal to increase conservation land use and zoning acreage. Staff recommends approval of the request.

FISCAL IMPACT: Fiscal impact will be the elimination of development for residential and non-residential purposes.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission approve proposed Ordinance 2020-24 at First Reading.

Dale L. Martin, City Manager 7/10/2020

Pauline Testagrose, Comptroller 7/13/2020

Tammi E. Bach, City Attorney 7/13/2020



Date: February 14, 2020

Submitted By: Kelly Gibson, AICP, Planning Director

COMMISSION ACTION: Approve

ORDINANCE 2020-24

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, CHANGING THE CITY'S ZONING MAP TO ADD CONSERVATION AND RECREATION LANDS FOR PROPERTIES OWNED BY THE STATE OF FLORIDA, NASSAU COUNTY, AND OCEAN HIGHWAY AND PORT AUTHORITY, COLLECTIVELY TOTALING APPROXIMATELY 6.07 ACRES OF LAND; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Fernandina Beach has directed staff to seek out properties within City limits to conserve; and

WHEREAS, the Planning Advisory Board reviewed the Zoning Map Amendments request under PAB Case# 2019-17 at its Regular Meeting on December 11, 2019, and recommended approval; and

WHEREAS, notice of public hearing on such application was published in the News Leader, a newspaper of general circulation in Fernandina Beach, Nassau County, Florida, on November 29, 2019; and

WHEREAS, City staff found the applicant's request to be consistent with the direction of the Comprehensive Plan, specifically policies 1.01.02, 1.02.03, 1.02.04, 1.02.08, 1.02.09, and 1.07.07 and recommends approval of the applicant's request.

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

SECTION 1. The properties identified for these changes to the City's Zoning Map collectively total approximately 6.07 acres are identified hereto as Exhibit "A."

SECTION 2. ZONING MAP CHANGES. For the properties in question, the City's Zoning Map is hereby changed to either Conservation (CON) or Recreation (REC) based on the table provided in Exhibit "A."

SECTION 3. PROPERTIES INVOLVED. The properties identified for this change of the City's Zoning Map are identified as: Parcel ID number 00-00-31-1520-0008-0030, totaling approximately 0.14 acres; Parcel ID number 00-00-31-1800-0067-0040, totaling approximately 0.22 acres; Parcel ID number 00-00-31-1800-0034-0050, totaling approximately 0.23 acres; Parcel ID number 00-00-31-1800-0060-0010, totaling approximately 2.53 acres; Parcel ID number 00-00-31-1540-0017-0020, totaling approximately 1.24 acres; Parcel ID number 00-00-31-1180-0013-0050, totaling approximately 0.07 acres; Parcel ID number 00-00-31-178A-0002-0071, totaling approximately 0.09 acres; Parcel ID number 00-00-31-178A-0002-0081, totaling approximately 0.14 acres; Parcel ID number 00-00-31-1800-0068-0031, totaling approximately 0.11 acres; Parcel ID number 12-3N-29-0000-0001-0000, totaling approximately 0.13 acres; collectively totaling approximately 6.07 acres of land and shown on the maps, attached hereto as Exhibit "A."

SECTION 4. ZONING MAP CHANGE. For the properties in question, the City's

Zoning Map is hereby changed to Conservation (CON) or RECREATION (REC).

SECTION 5. SEVERABILITY. If any section, subsection, sentence, clause, phrase of this Ordinance, or the particular application thereof, shall be held invalid by any court, administrative agency or other body with appropriate jurisdiction, the remaining sections, subsections, sentences, clauses and phrases under application shall not be affected thereby.

SECTION 6. This Ordinance shall take effect immediately after its final enactment.

ENACTED this 18th day of August, 2020.

CITY OF FERNANDINA BEACH

JOHN A. MILLER
Mayor - Commissioner

ATTEST:

APPROVED AS TO FORM AND LEGALITY:

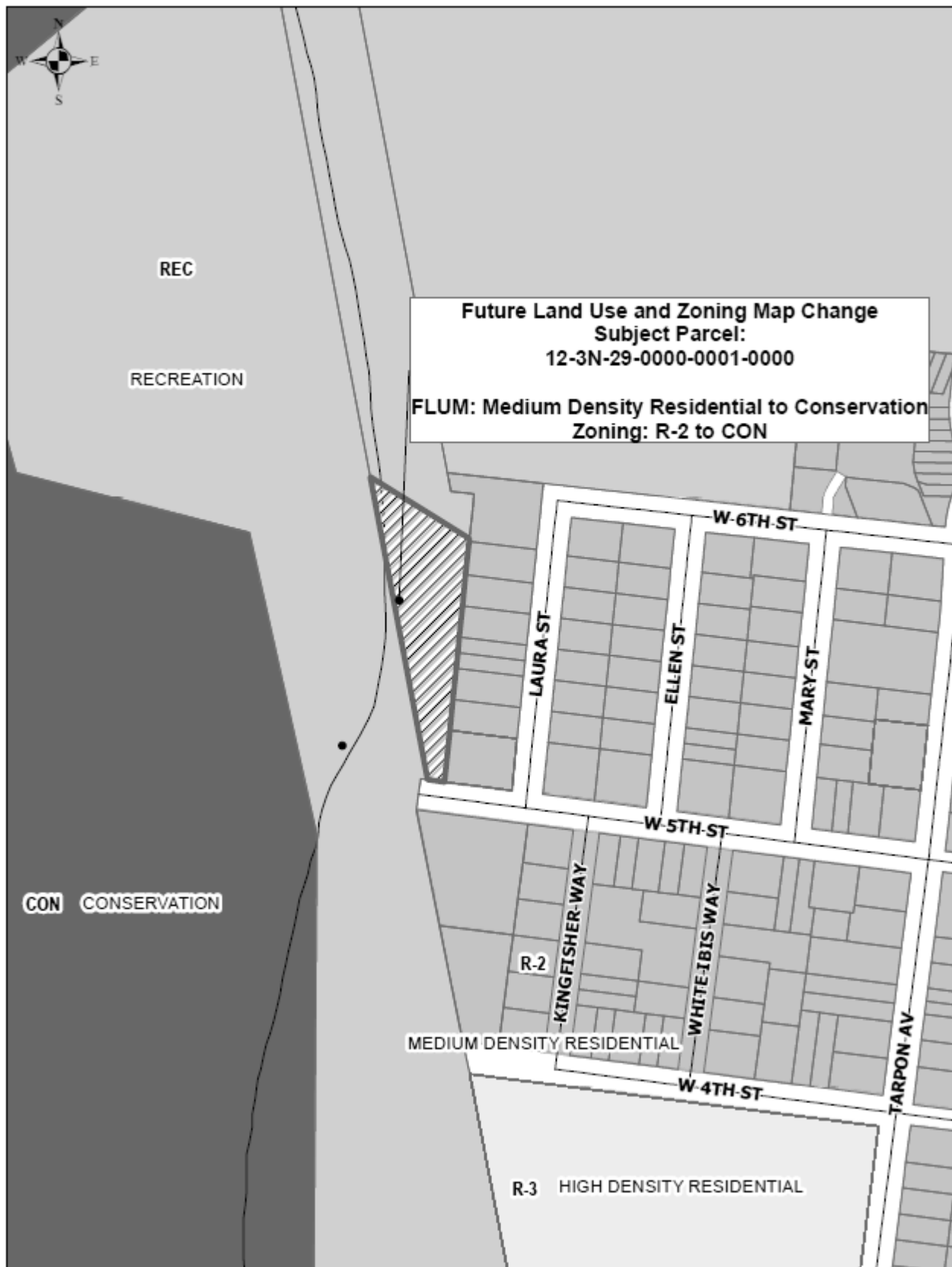


CAROLINE BEST
City Clerk

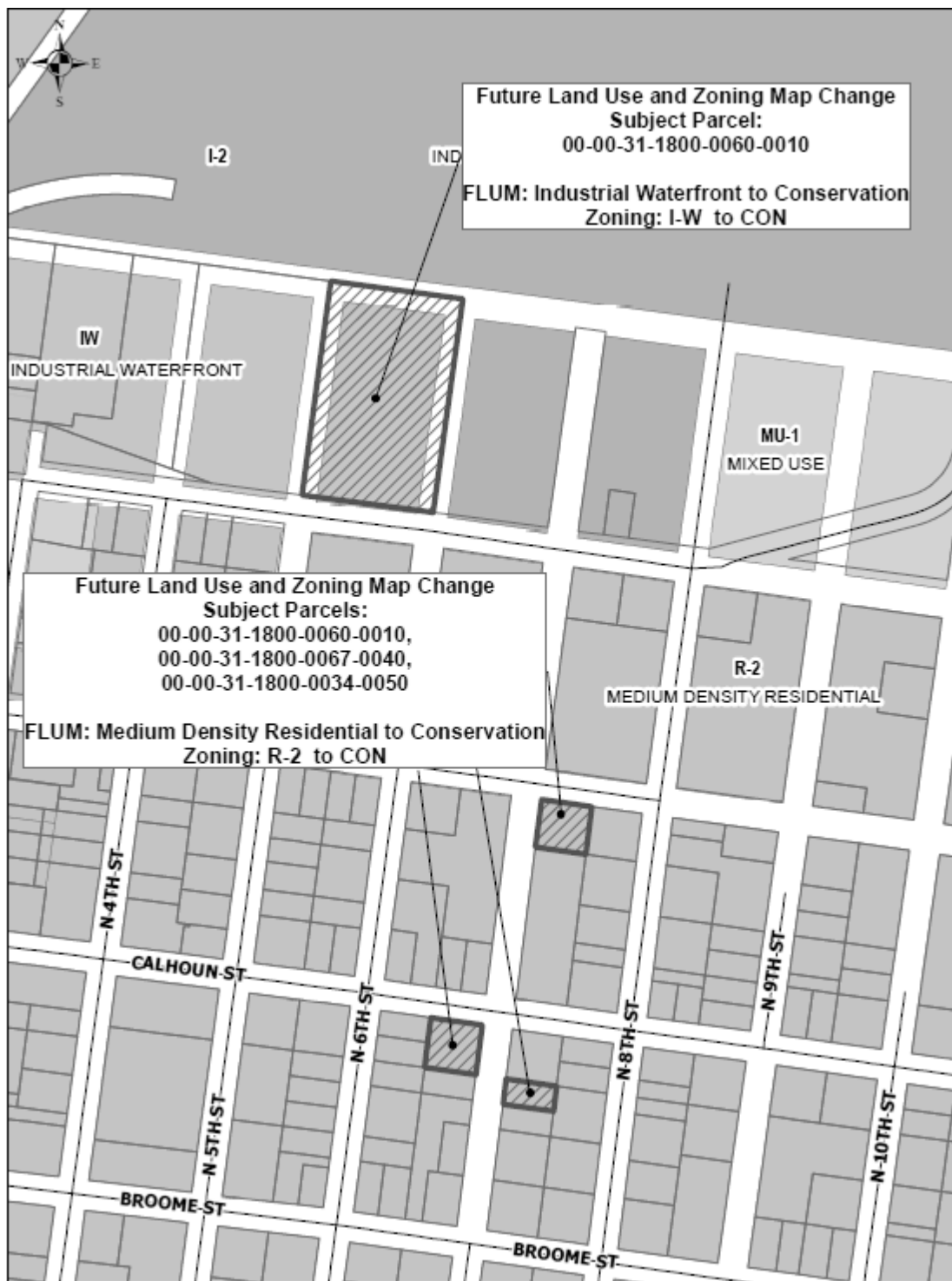
TAMMI E. BACH
City Attorney

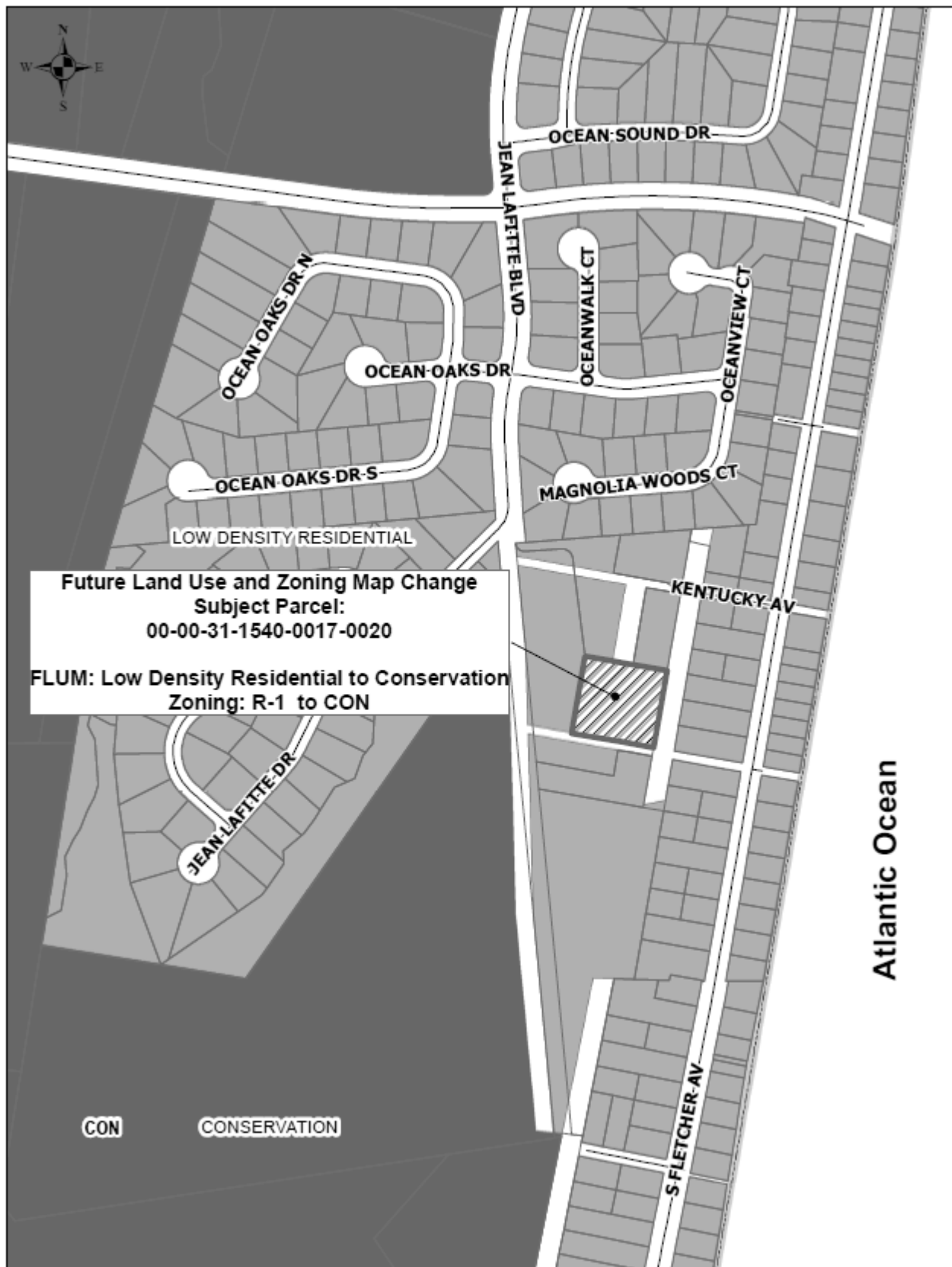
ORDINANCE 2020-24
EXHIBIT "A"

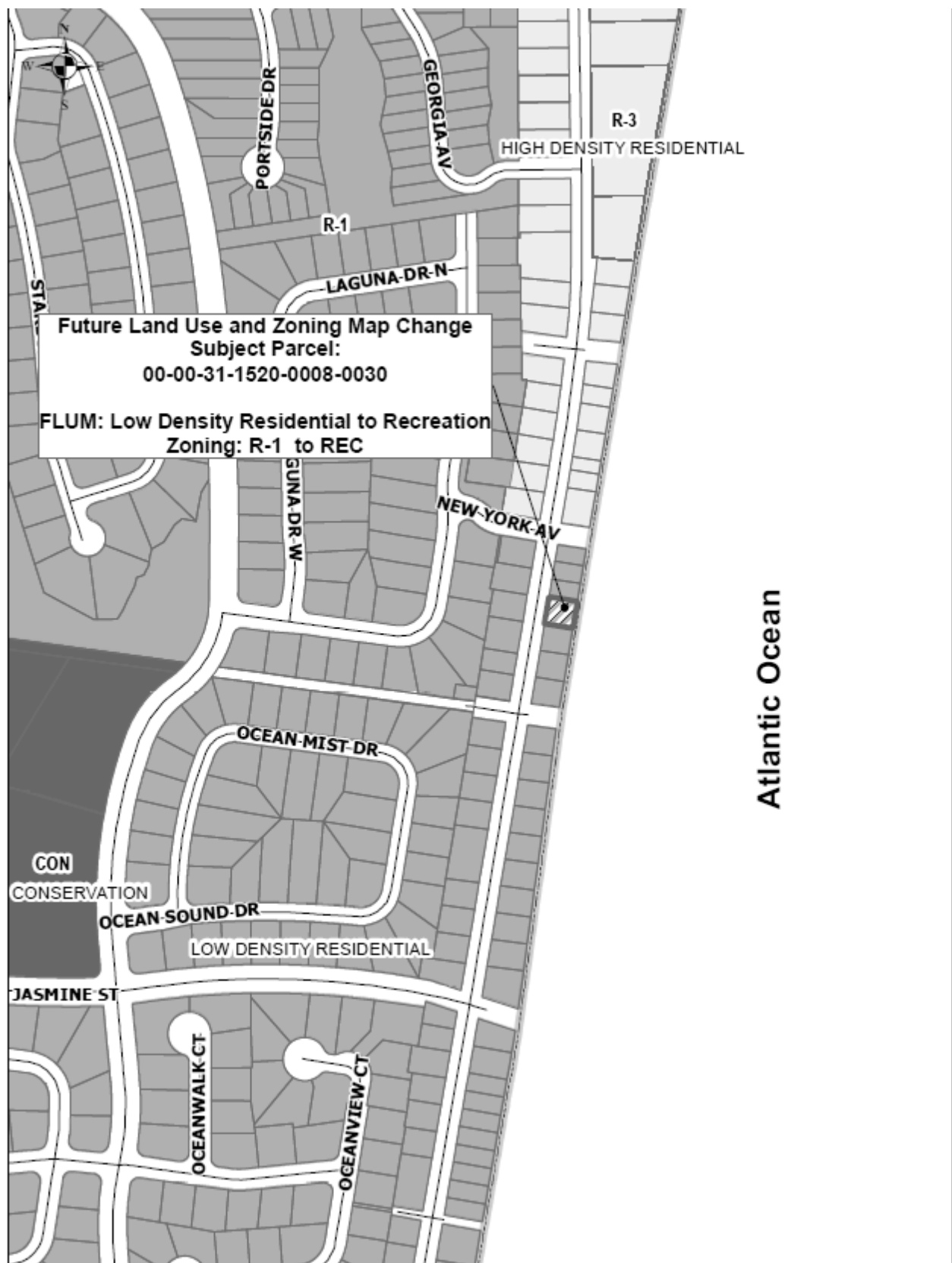
OWNER	STREET	PIN	APPROX. PARCEL ACREAGE	FROM EXISTING LAND USE	FROM EXISTING ZONING	CHANGE TO FLUM	CHANGE TO ZONING
NASSAU COUNTY	S FLETCHER AV	00-00-31- 1520-0008- 0030	0.14	LOW DENSITY RESIDENTIAL	R-1	RECREATION	REC
NASSAU COUNTY	DADE ST	00-00-31- 1800-0067- 0040	0.22	MEDIUM DENSITY RESIDENTIAL	R-2	CONSERVATION	CON
NASSAU COUNTY	CALHOUN ST	00-00-31- 1800-0034- 0050	0.23	MEDIUM DENSITY RESIDENTIAL	R-2	CONSERVATION	CON
OCEAN HIGHWAY & PORT AUTHORITY	N 3RD	00-00-31- 1800-0060- 0010	2.53	INDUSTRIAL WATERFRONT	IW	CONSERVATION	CON
STATE OF FLORIDA	1ST AV	00-00-31- 1540-0017- 0020	1.24	LOW DENSITY RESIDENTIAL	R-1	CONSERVATION	CON
STATE OF FLORIDA DEPARTMENT	CEDAR ST	00-00-31- 1180-0013- 0050	0.07	CONSERVATION	CON	CONSERVATION	CON
STATE OF FLORIDA DEPARTMENT	FLORIDA AV	00-00-31- 178A-0002- 0071	0.09	LOW DENSITY RESIDENTIAL	R-1	CONSERVATION	CON
STATE OF FLORIDA DEPARTMENT	BELVEDERE AV	00-00-31- 178A-0002- 0081	0.14	LOW DENSITY RESIDENTIAL	R-1	CONSERVATION	CON
TIIF/DEP STATE OF FLORIDA	N 7TH ST	00-00-31- 1800-0068- 0031	0.11	MEDIUM DENSITY RESIDENTIAL	R-2	CONSERVATION	CON
TIITF/REC & PARKS	FORT CLINCH DR	12-3N-29- 0000-0001- 0000	1.3	MEDIUM DENSITY RESIDENTIAL	R-2	CONSERVATION	CON











APPROVED



**MINUTES
PLANNING ADVISORY BOARD
REGULAR MEETING
DECEMBER 11, 2019**

1. CALL TO ORDER – 5:02 pm

ROLL CALL / DETERMINATION OF QUORUM

MEMBERS PRESENT:

*Mark Bennett (Vice-Chair)
Richard Clark
Jenny Schaffer (Alt 1)
Peter Stevenson*

*Victoria Robas (Alt 2)
Greg Roland (arrived at 5:49 pm)
Genece Minshew*

MEMBERS ABSENT:

OTHERS PRESENT

*Tami Bach, City Attorney
Kelly Gibson, Planning Director
Samantha Rogic, Recording Secretary*

Alternate Member Schaffer was seated as a voting member until Member Roland's late arrival.

2. APPROVAL OF MEETING MINUTES

2.1 November 13, 2019

ACTION TAKEN: A motion was made by Member Clark, seconded by Member Minshew, to approve the minutes as presented.

Motion passed by unanimous voice vote.

3. OLD BUSINESS

3.1 **LAND DEVELOPMENT CODE TEXT AMENDMENTS (PAB CASE #: 2019-07): CITY OF FERNANDINA BEACH, FLORIDA REQUESTS LAND DEVELOPMENT CODE TEXT AMENDMENTS TO MODIFY STANDARDS FOR HEIGHT ENCROACHMENTS WITHIN SECTIONS 1.07.00 ADDING OR AMENDING CERTAIN DEFINITIONS; AMENDING SECTION 4.02.03 STANDARDS FOR BUILDINGS AND BUILDING PLACEMENT AND HEIGHT WITHIN SPECIAL FLOOD HAZARD AREAS; AND SECTION 10.02.01 VARIANCES TO DISALLOW GRANTING OF VARIANCES TO EXCEED MAXIMUM BUILDING HEIGHTS AND TO DEVIATE FROM REQUIRED SIDE YARD SETBACKS FOR BUILDINGS WITHIN 800 FEET OF THE MEAN HIGH WATER MARK OF THE ATLANTIC OCEAN.**

Doug Roselle, 524 Tarpon Ave, spoke in support of limiting unnecessary allowable height encroachments.

ACTION TAKEN: A motion was made by Member Clark, seconded by Member Roland, to table the item to the January regular meeting.

Motion passed by unanimous voice vote.

ACTION TAKEN: A motion was made by Member Clark, seconded by Member Minshew to accept staff recommendation with regard to the yellow highlighted language and 10.02.01 Sub 11 and 12 which are additions.

Motion passed by unanimous voice vote.

4. NEW BUSINESS

4.1 PAB 2019-16: Future Land Use Map and Zoning Map Amendments to Conservation and Recreation for City Owned Properties (pursuant to Ordinance 2019-05)

The following individuals spoke to the item:

Deb Harper, 835 Allen, inquired on the notice she received in the mail.

Jeff McDowell, 2820 Mantanzas, asked for clarification on which property near him is affected.

Margarete Kirkland, 1377 Plantation Point Drive, speaking on behalf of Amelia Tree Conservancy, asked for clarification on several parcels.

Barbara Smith, 923 9th Street.

ACTION TAKEN: A motion was made by Member Roland, seconded by Member Clark, to approve PAB 2019-16 as presented.

Motion passed by unanimous voice vote.

4.2 PAB 2019-17: Future Land Use Map and Zoning Map Amendments for Non-City owned lands to Conservation and Recreation (pursuant to Ordinance 2019-05)

Marine St & Marine St:

The following individuals spoke to the item:

James O'Conner, 703 Garden Street, has a lease with CSX

Brad O'Conner, 2440 Lyndale Road, has a lease with CSX

Eric Oliver, 706 Someruelus, has a lease with CSX

Jennifer Harrison, 820 Someruelus St, spoke to the significant history of the bluff.

Member Stevenson motioned for no action to be taken on the two parcels identified to keep as industrial waterfront. Member Minshew seconded.

Upon further discussion, Member Stevenson withdrew his motion.

ACTION TAKEN: A motion was made by Member Roland, seconded by Member Clark, to postpone the CSX parcels to the March Regular meeting to give Staff time to meet with CSX.

Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.

8th and Dade Street:

The following individuals spoke to the item:

Monica Cleveland, 2203 Belvedere Ave

Jill McCarthy, 2120 Belvedere Ave

ACTION TAKEN: A motion was made by Member Clark, Seconded by Member Stevenson, to approve Staff's recommendation of all non-city owned parcels, with the exception of the CSX properties as discussed and the parcel located on the corner of Dade and 8th Street (00-00-31-1800-0067-0050).

Vote upon passage of the motion was taken b y ayes and nays and being all ayes, carried.

5. BOARD BUSINESS

5.1 Review Draft Amendments to PAB Bylaws

Members of the Board discussed.

ACTION TAKEN: A motion was made by Member Minshew, seconded by Member Roland, to approve the bylaws as amended and presented.

Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.

The Board then unanimously agreed by voice vote, to vote on the final approval at the January 2020 regular meeting.

6. STAFF REPORT

7. PUBLIC COMMENT

8. ADJOURNMENT – 7:54 PM


Samantha Rogic, Recording Secretary


Mark Bennett, Vice-Chair



STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

APPLICATION FOR FUTURE LAND USE MAP + ZONING AMENDMENTS
NON-CITY OWNED PARCELS

*** All required application materials have been received. All fees have been paid. All required notices have been made. All copies of required materials are part of the official record and have been made available on the City's website and at the Department of Planning and Conservation. ***

APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:	00-00-31-1180-0013-0050 AND 00-00-31-178A-0002-0071 AND 00-00-31-178A-0002-0081 STATE OF FLORIDA DEPARTMENT				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change (In accordance with action directed under Ord. 2019-05)				
LOCATION AND DESCRIPTION OF SITE:	Cedar St + Florida Ave + Belvedere Ave / Vacant Undisturbed				
CURRENT LAND USE + ZONING:	Conservation + CON Low Density Residential + R1				
PROPOSED LAND USE + ZONING:	Conservation + CON				
EXISTING USES ON SITE:	Vacant / Undisturbed				
PROPERTY SIZE:	.07 + .09 + .14 Acres				
ENVIRONMENTAL CHARACTERISTICS:	<u>Flood zone</u>	<u>Potential Wetlands</u>	<u>Avg. Topography</u>	<u>Soil Type</u>	<u>Coastal Upland Protection Zone</u>
	AE	YES	O' to 4'	Clay	NO
ADJACENT PROPERTIES:	<u>Direction</u>	<u>Existing Use(s)</u>	<u>Year Built</u>	<u>Zoning</u>	<u>FLUM</u>
	North	Single Family	1952	R-1 + CON	Low Density Residential + Conservation
	South	Vacant Gov	n/a	CON	Conservation
	East	Vacant Gov	n/a	CON	Conservation
	West	Single Family	1988	R-1	Low Density Residential
APPLICABLE COMPREHENSIVE PLAN POLICIES:	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering); 1.07.15 (conservation land use category); Objective 5.08 (Wetlands Protection and Preservation) and all policy statements which follow; Objective 5.10 (Wildlife Planning) and specific policies 5.10.01, 5.10.02, 5.10.05 5.14.09 (development standards for environmentally sensitive and conservation lands);				



STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

	Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands); 6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) Reference: www.fbfl.us/Compplan
APPLICABLE LAND DEVELOPMENT CODE SECTIONS:	2.00.03 (Establishment of district boundary); 2.01.20 (CON zoning district); 3.02.06 (Land Uses within Areas of Special Flood Hazard); 3.03.00 (Wetland Protection); 4.05.00 (Landscaping, Buffers, and Tree Protection); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) Reference: www.fbfl.us/LDC
STAFF RECOMMENDATION:	Staff finds the requested amendments to be sufficiently compliant with the Comprehensive Plan, Land Development Code, and established City Commission Goal to increase conservation land use and zoning acreage. Staff recommends approval of the request.

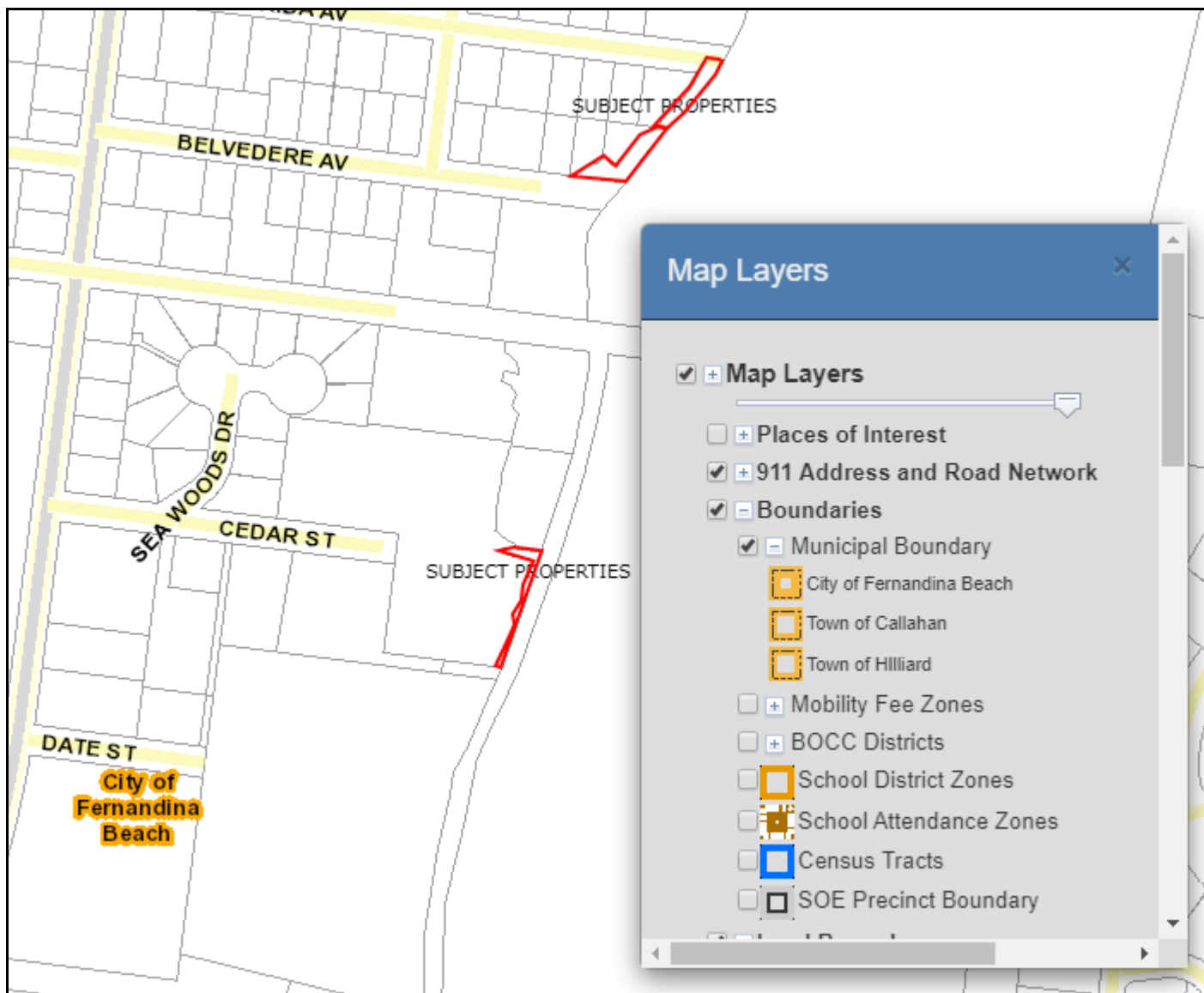
Submitted by:

Kelly N. Gibson, AICP
Director



STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

PROPERTY BOUNDARY





STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

CURRENT LAND USE





The screenshot shows a GIS application interface. On the left, a legend window is open, displaying a list of map layers and their corresponding colors. The legend includes the following items:

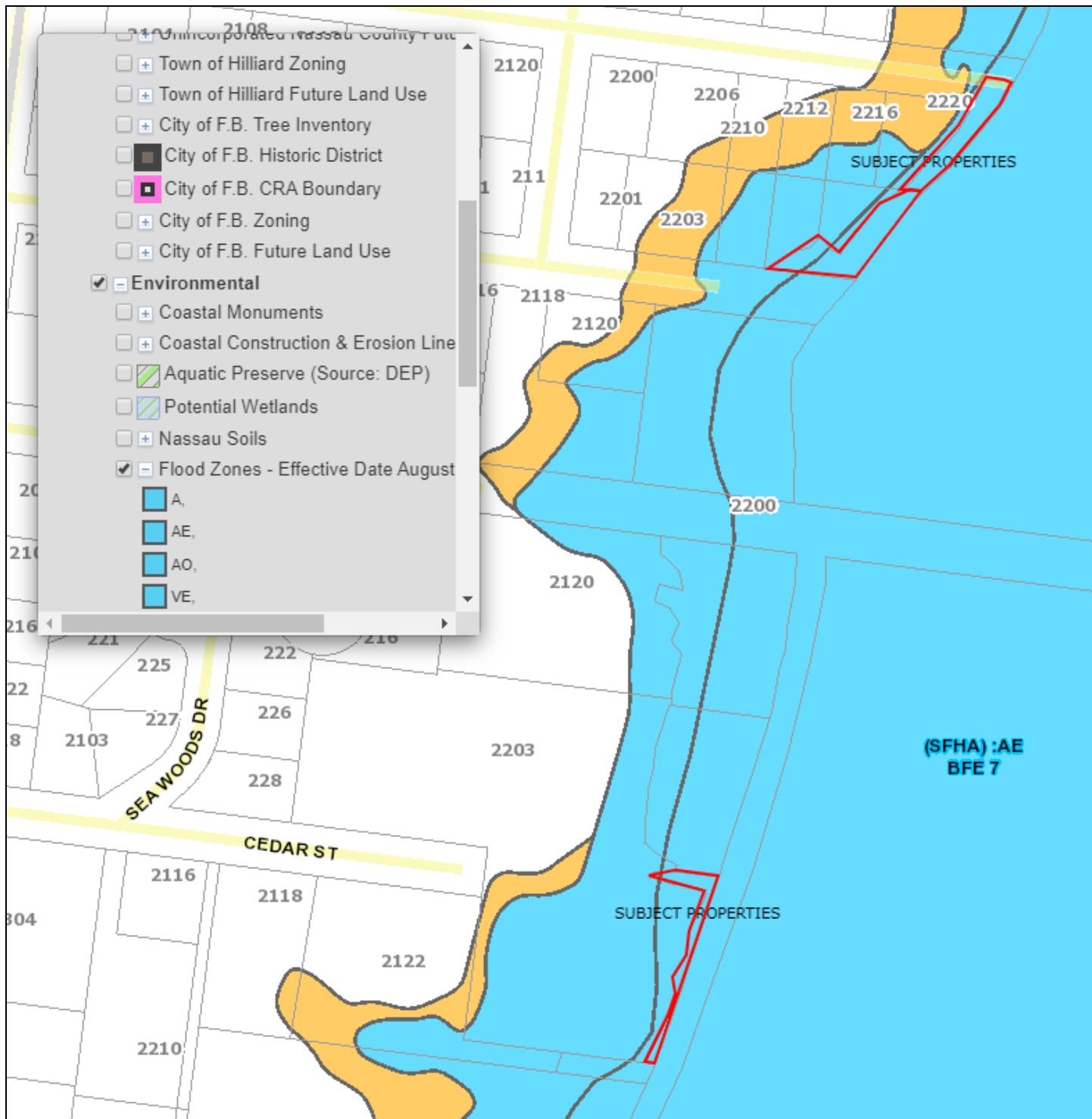
- Unincorporated Nassau County Future Land Use
- Town of Hilliard Zoning
- Town of Hilliard Future Land Use
- City of F.B. Tree Inventory
- City of F.B. Historic District
- City of F.B. CRA Boundary
- City of F.B. Zoning
- MU-8
- I-2
- GC/C-2 with PUD
- R-3 with PUD
- R-2 with PUD
- C-1
- C-2
- C-3
- MU-1
- R-1
- RLM

The map displays a grid of land parcels, each labeled with a number. Several parcels are highlighted in red and labeled "SUBJECT PROPERTIES". Other labels on the map include "CON 10-33", "R-1 06-31", and "City of Fernandina Beach". The map also shows street names like "SEA WOODS DR" and "CEDAR ST".



STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

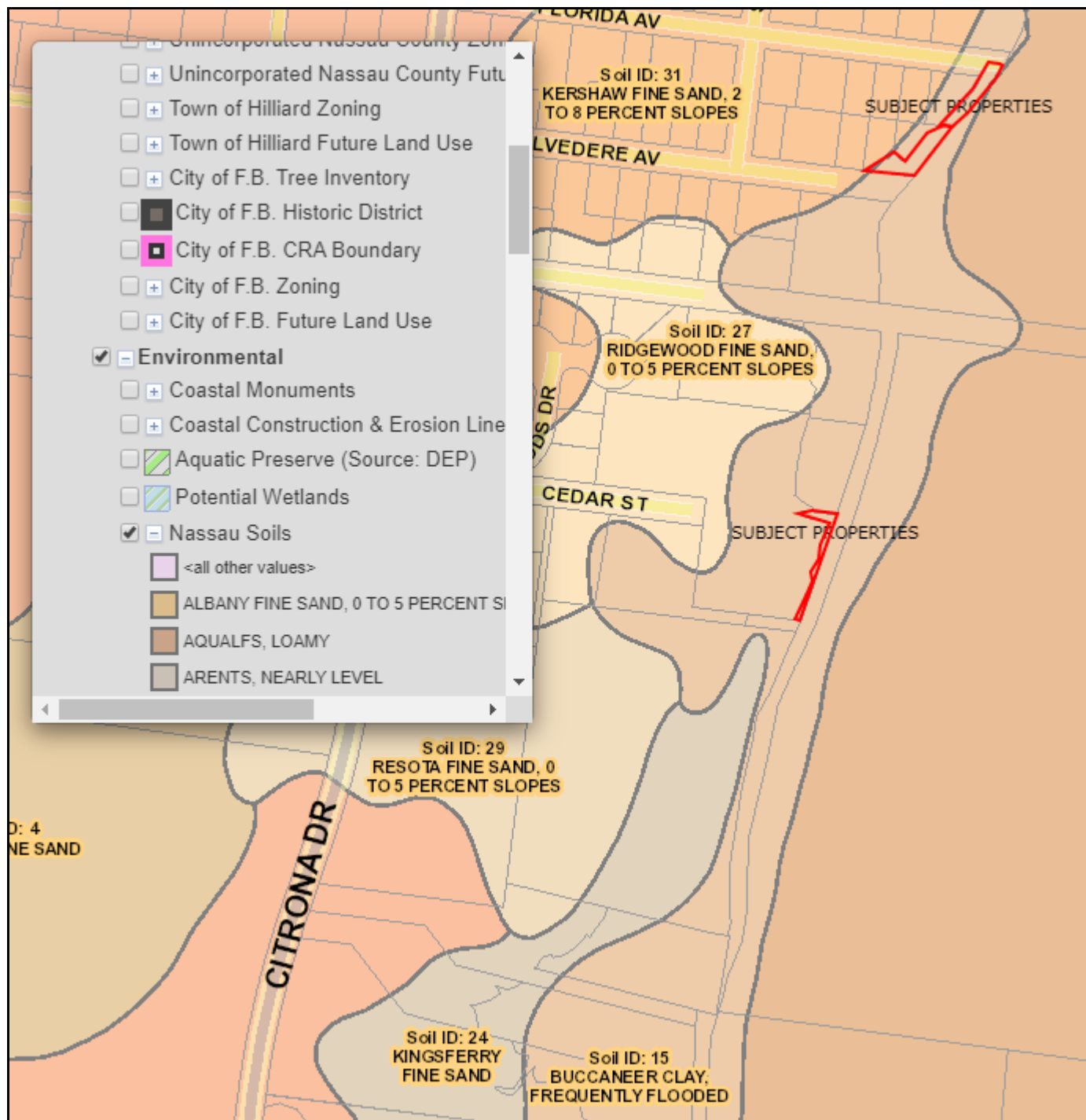
FLOODZONE





STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

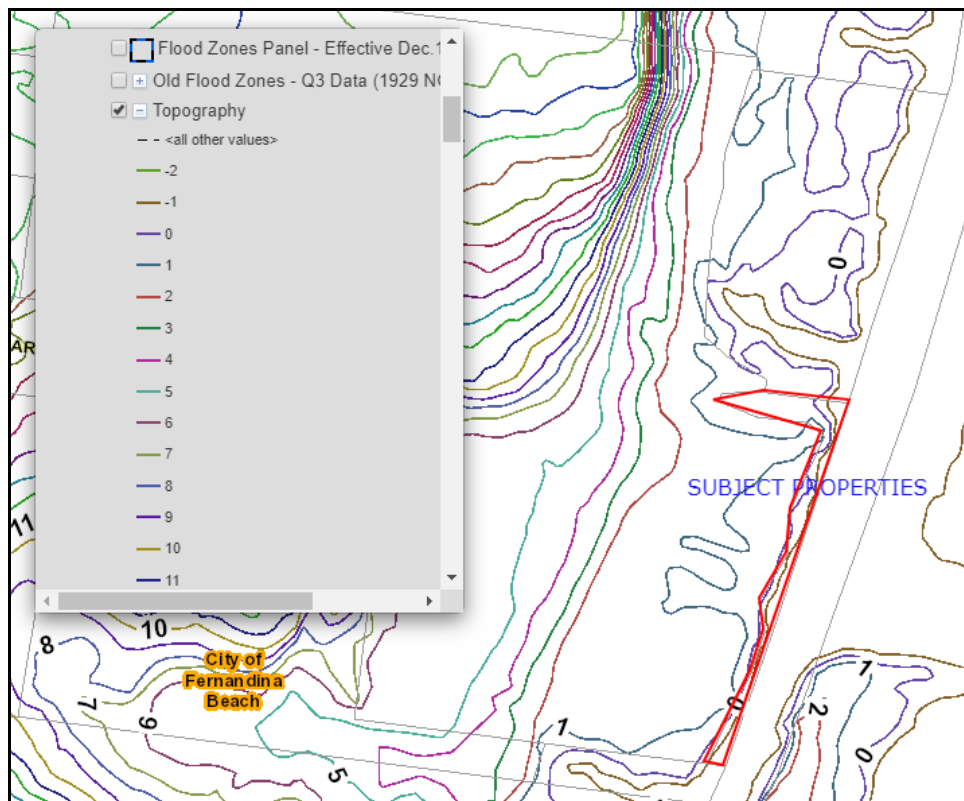
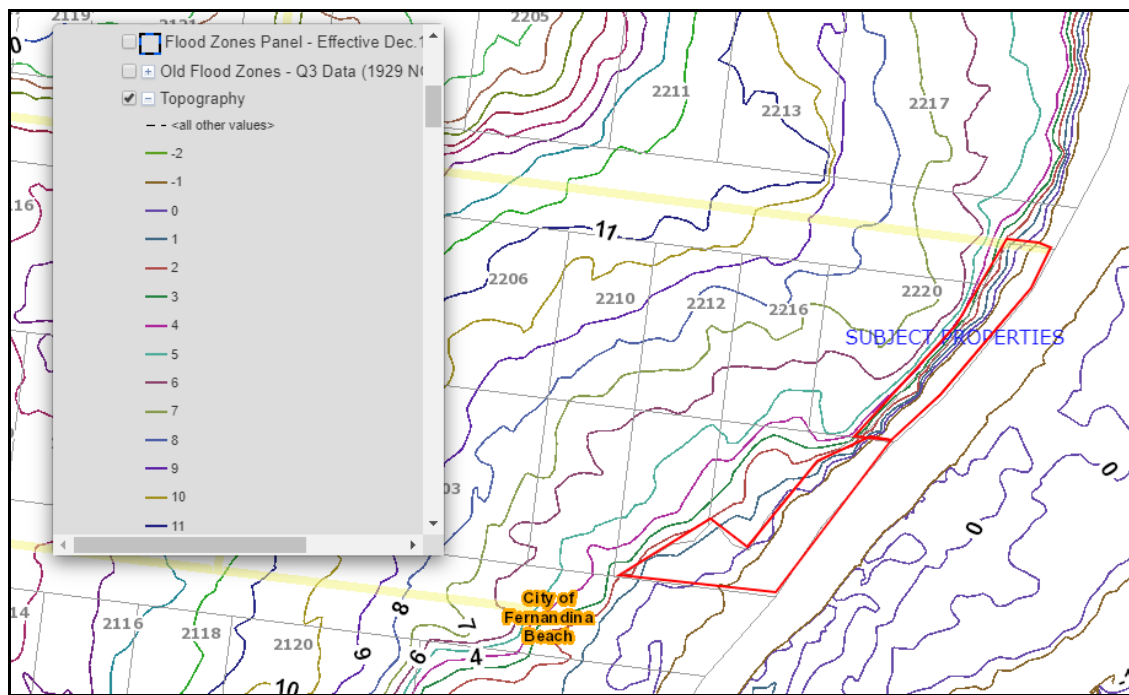
SOILS





STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

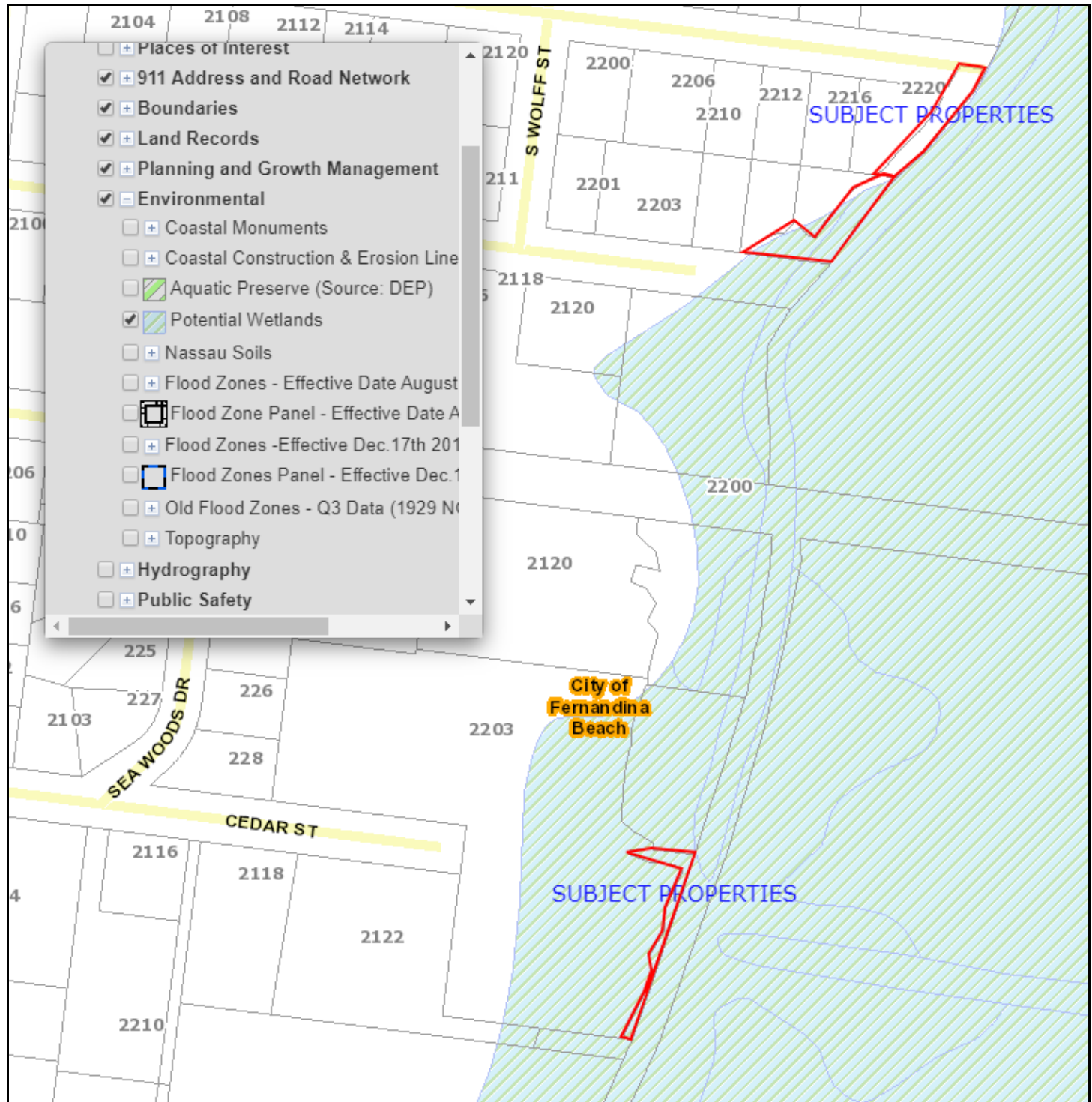
TOPOGRAPHY





STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

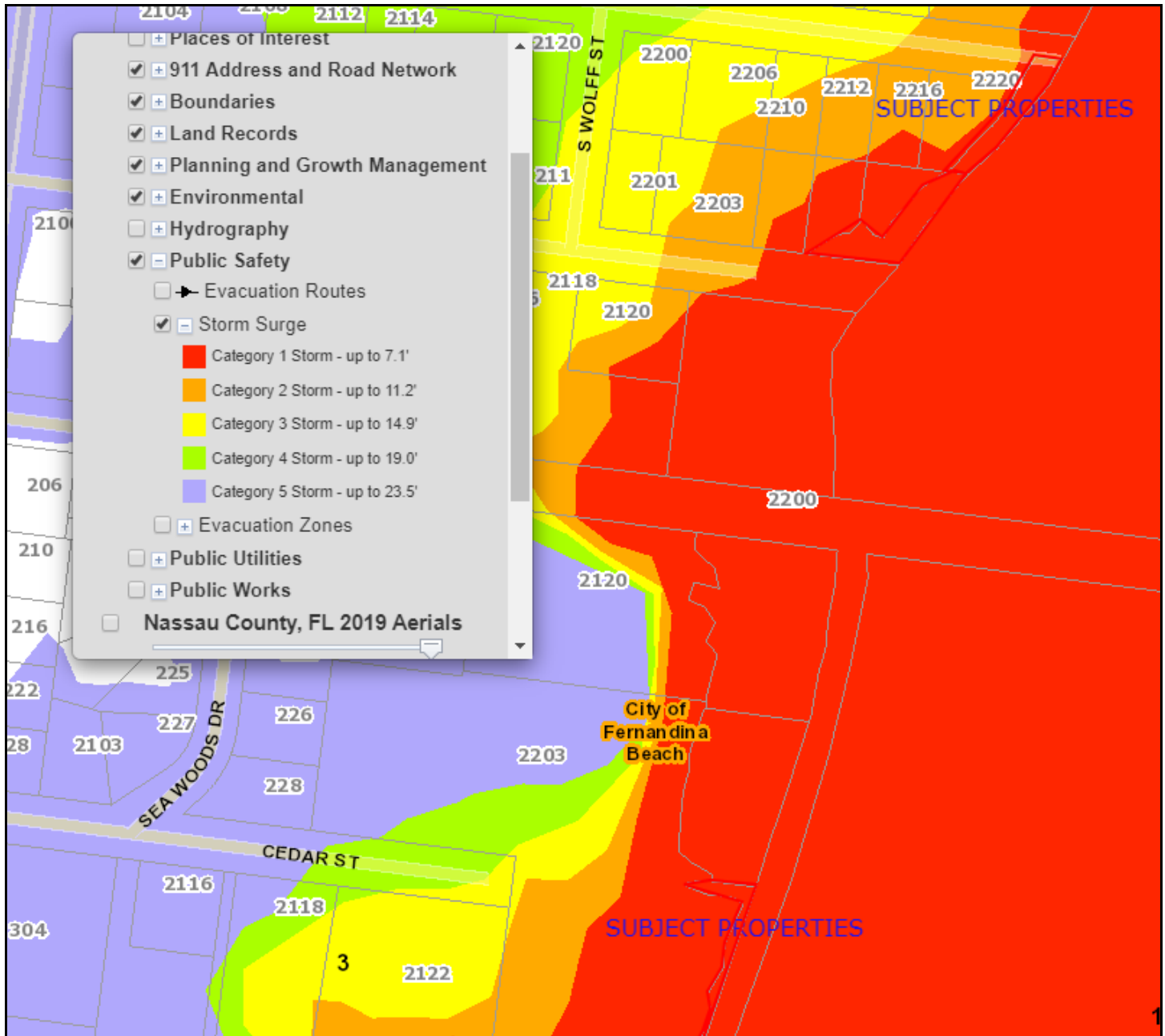
WETLANDS





STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

STORM SURGE ZONE (COASTAL HIGH HAZARD AREA DEFINED AS CATEGORY 1 ZONE)





STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

APPLICATION FOR FUTURE LAND USE MAP + ZONING AMENDMENTS
NON-CITY OWNED PARCELS

*** All required application materials have been received. All fees have been paid. All required notices have been made. All copies of required materials are part of the official record and have been made available on the City's website and at the Department of Planning and Conservation. ***

APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:	00-00-31-1800-0067-0040 AND 00-00-31-1800-0034-0050 AND 00-00-31-1800-0068-0031 NASSAU COUNTY + TIITF/REC & PARKS				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change (In accordance with action directed under Ord. 2019-05)				
LOCATION AND DESCRIPTION OF SITE:	Dade St. + Calhoun St. + N 7 th St. Vacant/ Undisturbed				
CURRENT LAND USE + ZONING:	Medium Density Residential R-2 + Medium Density Residential R-2 + Medium Density Residential R-2				
PROPOSED LAND USE + ZONING:	Conservation + CON				
EXISTING USES ON SITE:	Vacant/ Undisturbed				
PROPERTY SIZE:	.22 + .23 + .11				
ENVIRONMENTAL CHARACTERISTICS:	<u>Flood zone</u>	<u>Potential Wetlands</u>	<u>Avg. Topography</u>	<u>Soil Type</u>	<u>Coastal Upland Protection Zone</u>
	AE 9 + AE 9 + AE 9	YES + NO + NO	3'-8' + 3'- 8' + 2'-3'	Soil ID:28 Tisonia Mucky Peat, Tidal; + Soil ID: 31 Kershaw Fine Sand, 2 to 8 Percent Slopes; Soil ID: 24 KingsFerry Fine Sand + Soil ID:24 KingsFerry Fine Sand	NO; NO; NO



PAB 2019-17 (Non-City Owned Conservation Lands: Reference to Ord. 2019-05)
Staff Report: Page 2 of 7



STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

	conservation lands); 6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) Reference: www.fbfl.us/Compplan
APPLICABLE LAND DEVELOPMENT CODE SECTIONS:	2.00.03 (Establishment of district boundary); 2.01.20 (CON zoning district); 3.02.06 (Land Uses within Areas of Special Flood Hazard); 3.03.00 (Wetland Protection); 4.05.00 (Landscaping, Buffers, and Tree Protection); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) Reference: www.fbfl.us/LDC
STAFF RECOMMENDATION:	Staff finds the requested amendments to be sufficiently compliant with the Comprehensive Plan, Land Development Code, and established City Commission Goal to increase conservation land use and zoning acreage. Staff recommends approval of the request.

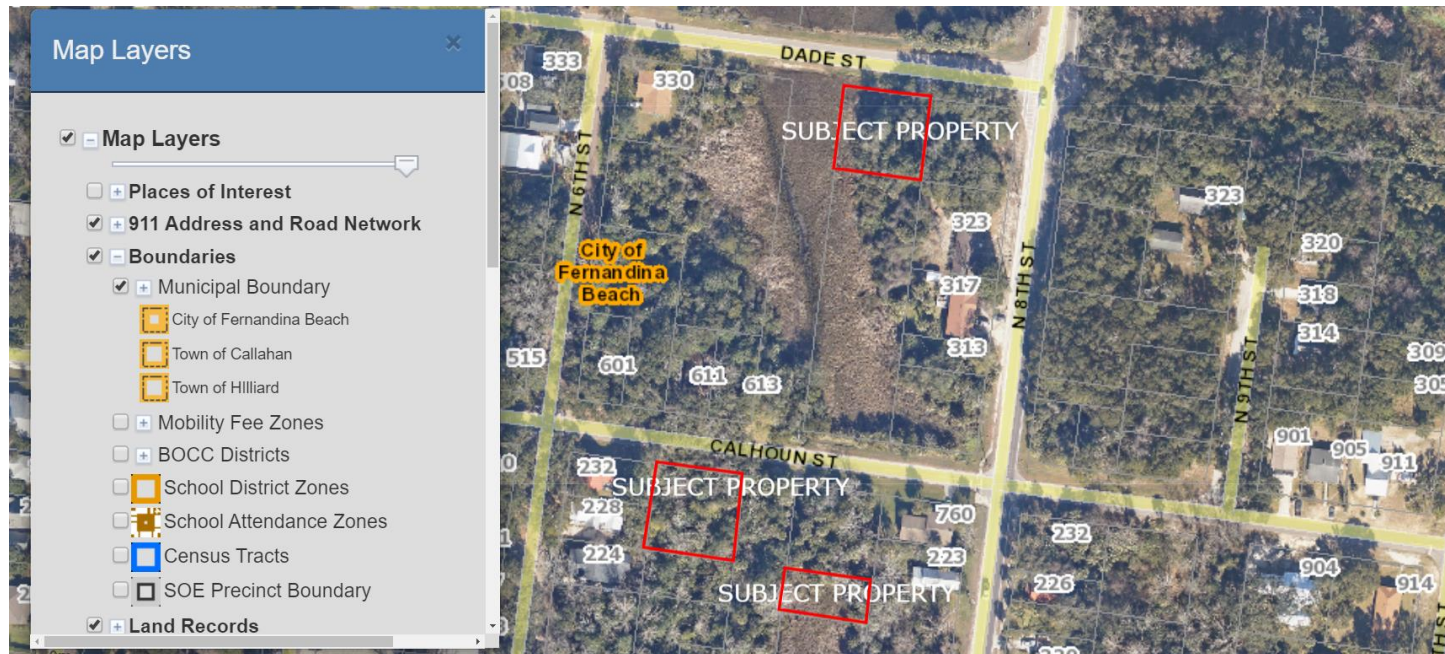
Submitted by:

Kelly N. Gibson, AICP
Director

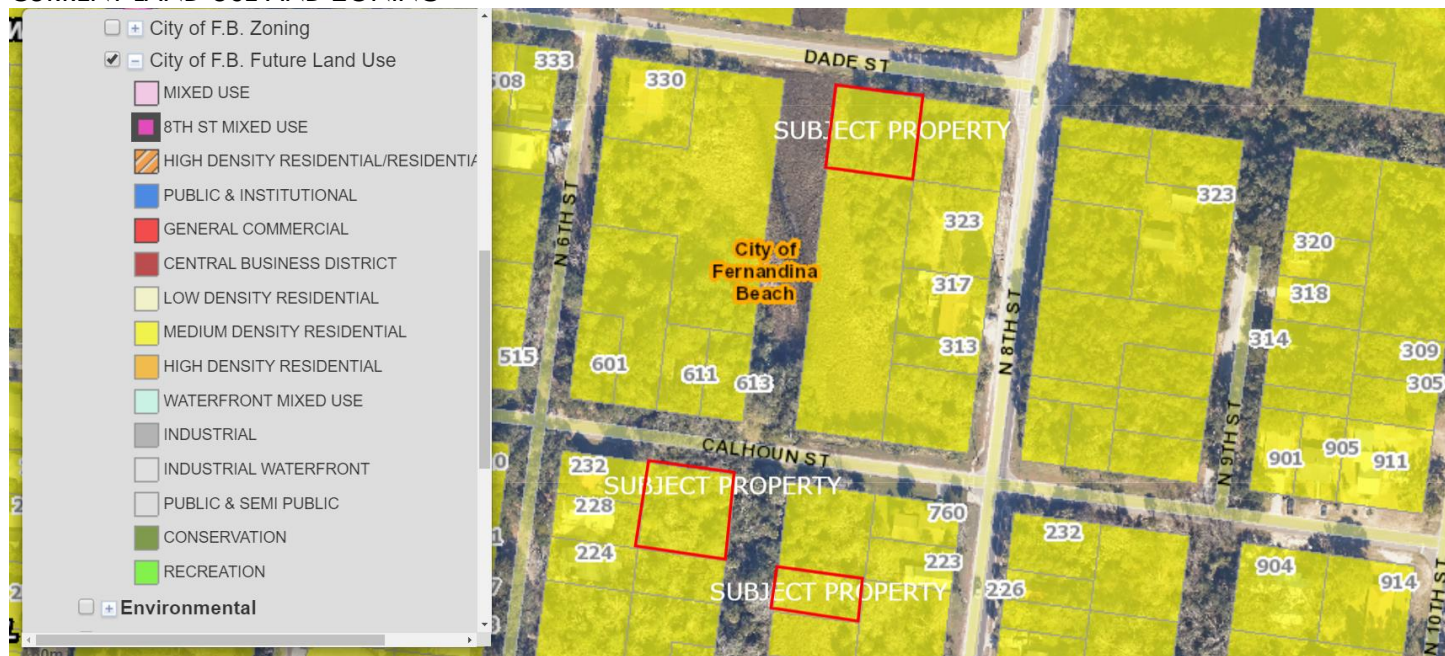


STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

PROPERTY BOUNDARY

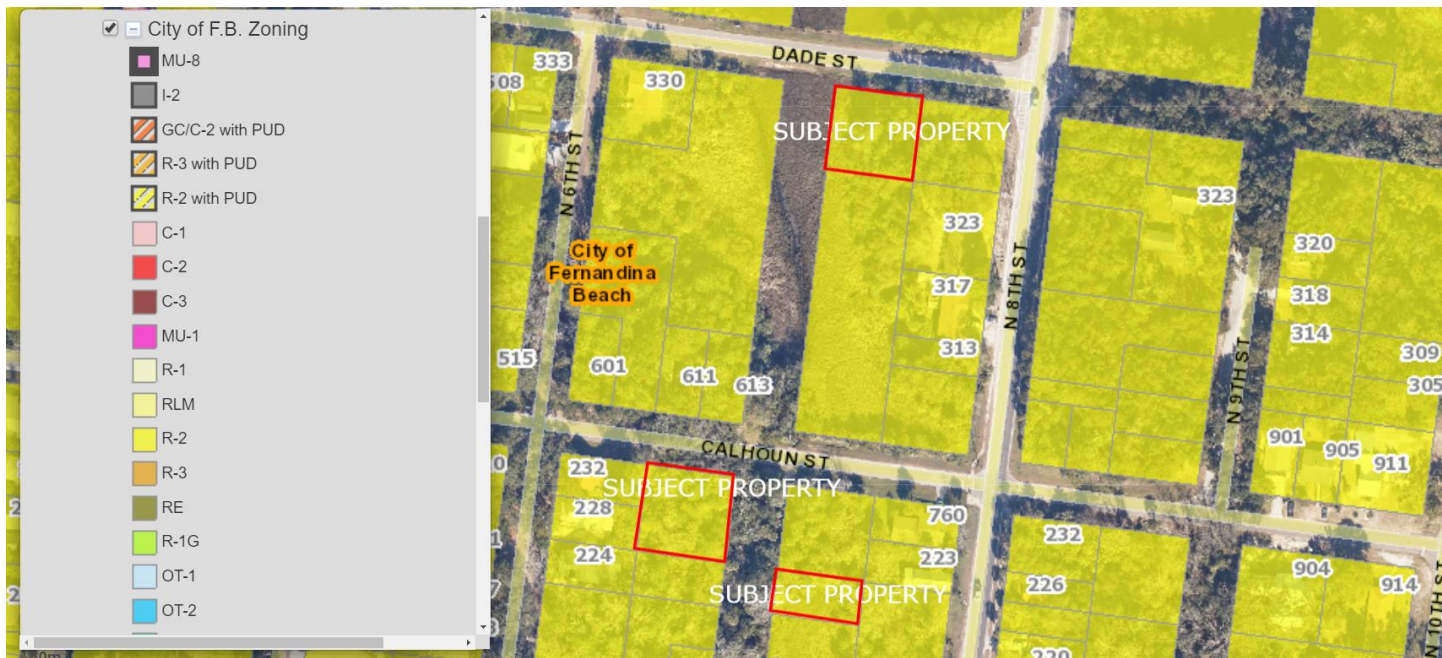


CURRENT LAND USE AND ZONING

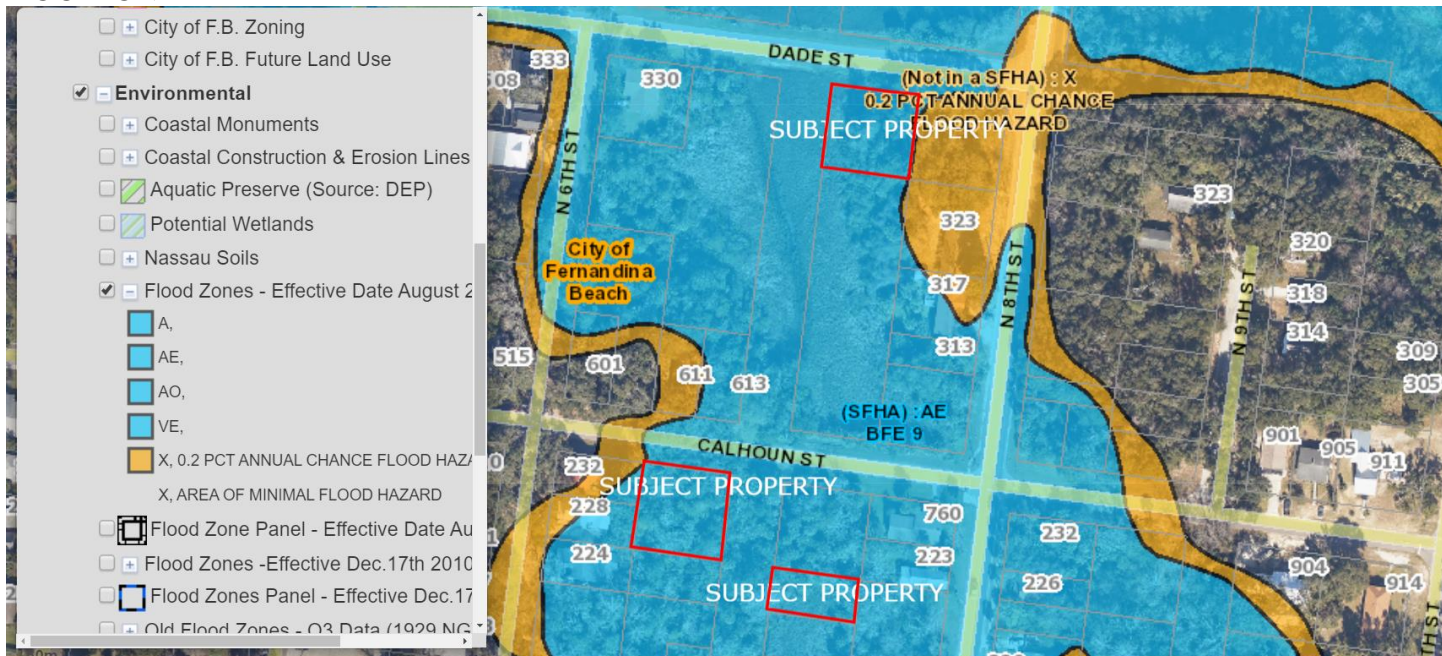




STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019



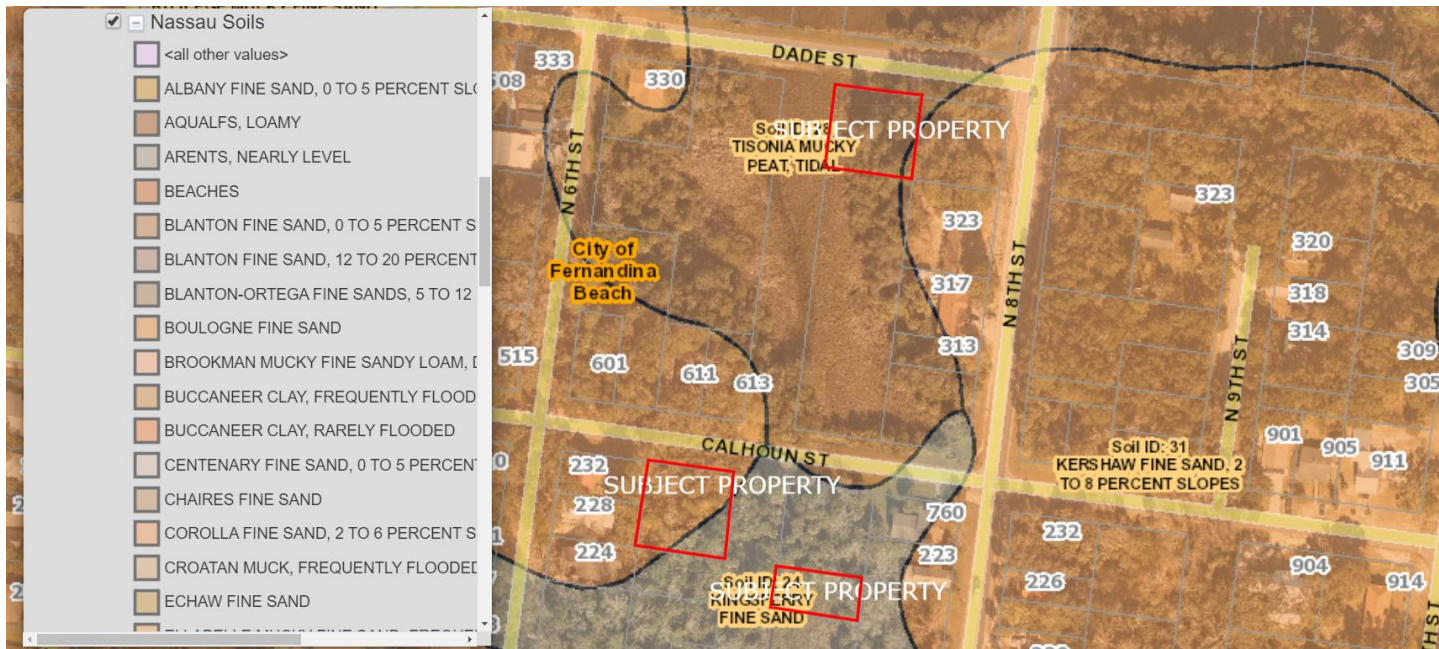
FLOODZONE



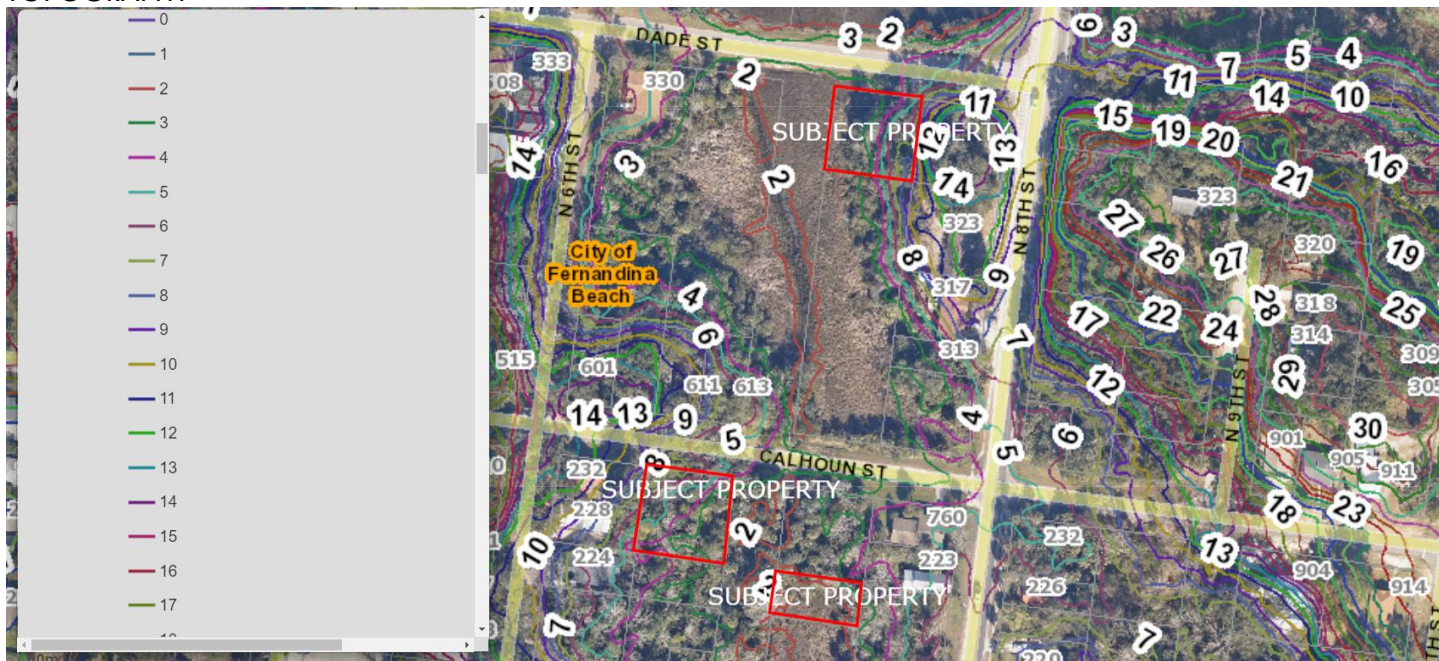


STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

SOILS



TOPOGRAPHY



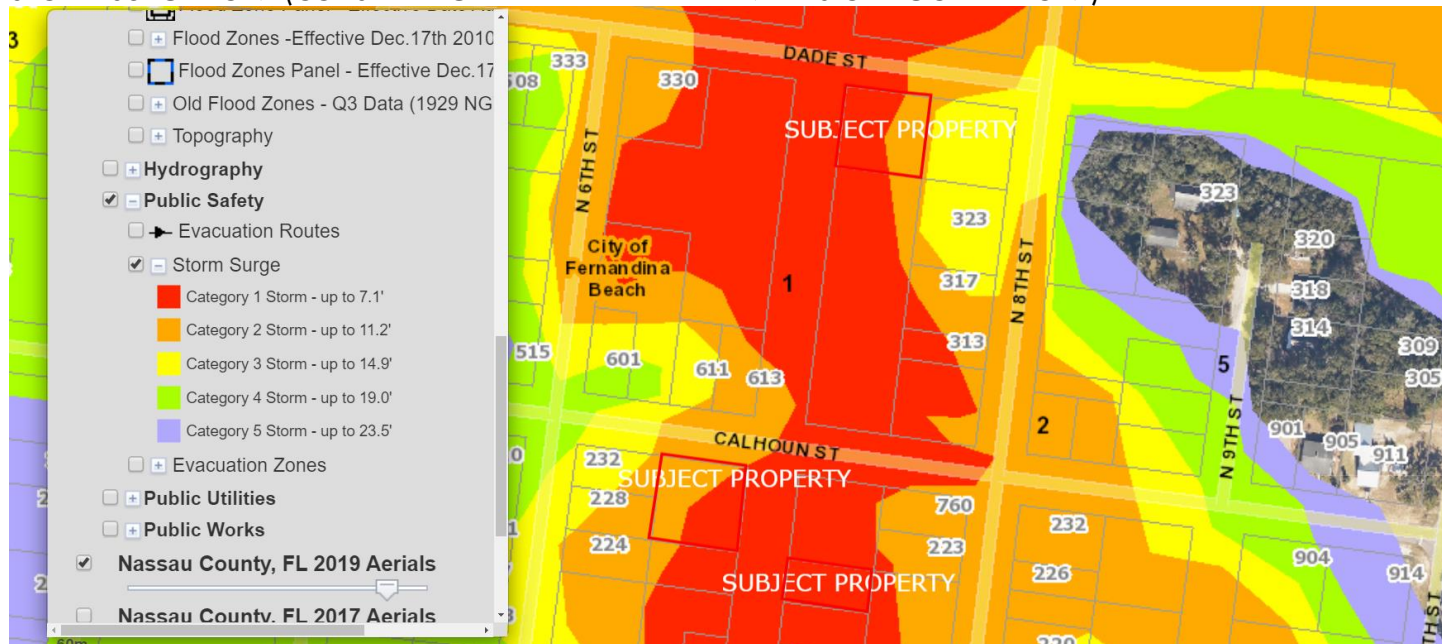


STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

WETLANDS



STORM SURGE ZONE (COASTAL HIGH HAZARD AREA DEFINED AS CATEGORY 1 ZONE)





STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

APPLICATION FOR FUTURE LAND USE MAP + ZONING AMENDMENTS
NON-CITY OWNED PARCELS

*** All required application materials have been received. All fees have been paid. All required notices have been made. All copies of required materials are part of the official record and have been made available on the City's website and at the Department of Planning and Conservation. ***

APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:	00-00-31-1540-0017-0020 STATE OF FLORIDA				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change (In accordance with action directed under Ord. 2019-05)				
LOCATION AND DESCRIPTION OF SITE:	1 st Avenue – Vacant/Undisturbed				
CURRENT LAND USE + ZONING:	Low Density Residential + R-1				
PROPOSED LAND USE + ZONING:	Conservation + CON				
EXISTING USES ON SITE:	Vacant/ Undisturbed				
PROPERTY SIZE:	1.24 Acre				
ENVIRONMENTAL CHARACTERISTICS:	<u>Flood zone</u>	<u>Potential Wetlands</u>	<u>Avg. Topography</u>	<u>Soil Type</u>	<u>Coastal Upland Protection Zone</u>
	AE	YES	0' to 3'	Muck + Fine Sand	NO
ADJACENT PROPERTIES:	<u>Direction</u>	<u>Existing Use(s)</u>	<u>Year Built</u>	<u>Zoning</u>	<u>FLUM</u>
	North	Vacant	n/a	R-1	Low Density Residential
	South	Vacant	n/a	R-1	Low Density Residential
	East	Single Family	1956	R-1	Low Density Residential
	West	Vacant	n/a	R-1	Low Density Residential
APPLICABLE COMPREHENSIVE PLAN POLICIES:	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering); 1.07.15 (conservation land use category); Objective 5.08 (Wetlands Protection and Preservation) and all policy statements which follow; Objective 5.10 (Wildlife Planning) and specific policies 5.10.01, 5.10.02, 5.10.05 5.14.09 (development standards for environmentally sensitive and conservation lands); Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09;				



STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

	5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands); 6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) Reference: www.fbfl.us/Compplan
APPLICABLE LAND DEVELOPMENT CODE SECTIONS:	2.00.03 (Establishment of district boundary); 2.01.20 (CON zoning district); 3.02.06 (Land Uses within Areas of Special Flood Hazard); 3.03.00 (Wetland Protection); 4.05.00 (Landscaping, Buffers, and Tree Protection); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) Reference: www.fbfl.us/LDC
STAFF RECOMMENDATION:	Staff finds the requested amendments to be sufficiently compliant with the Comprehensive Plan, Land Development Code, and established City Commission Goal to increase conservation land use and zoning acreage. Staff recommends approval of the request.

Submitted by:

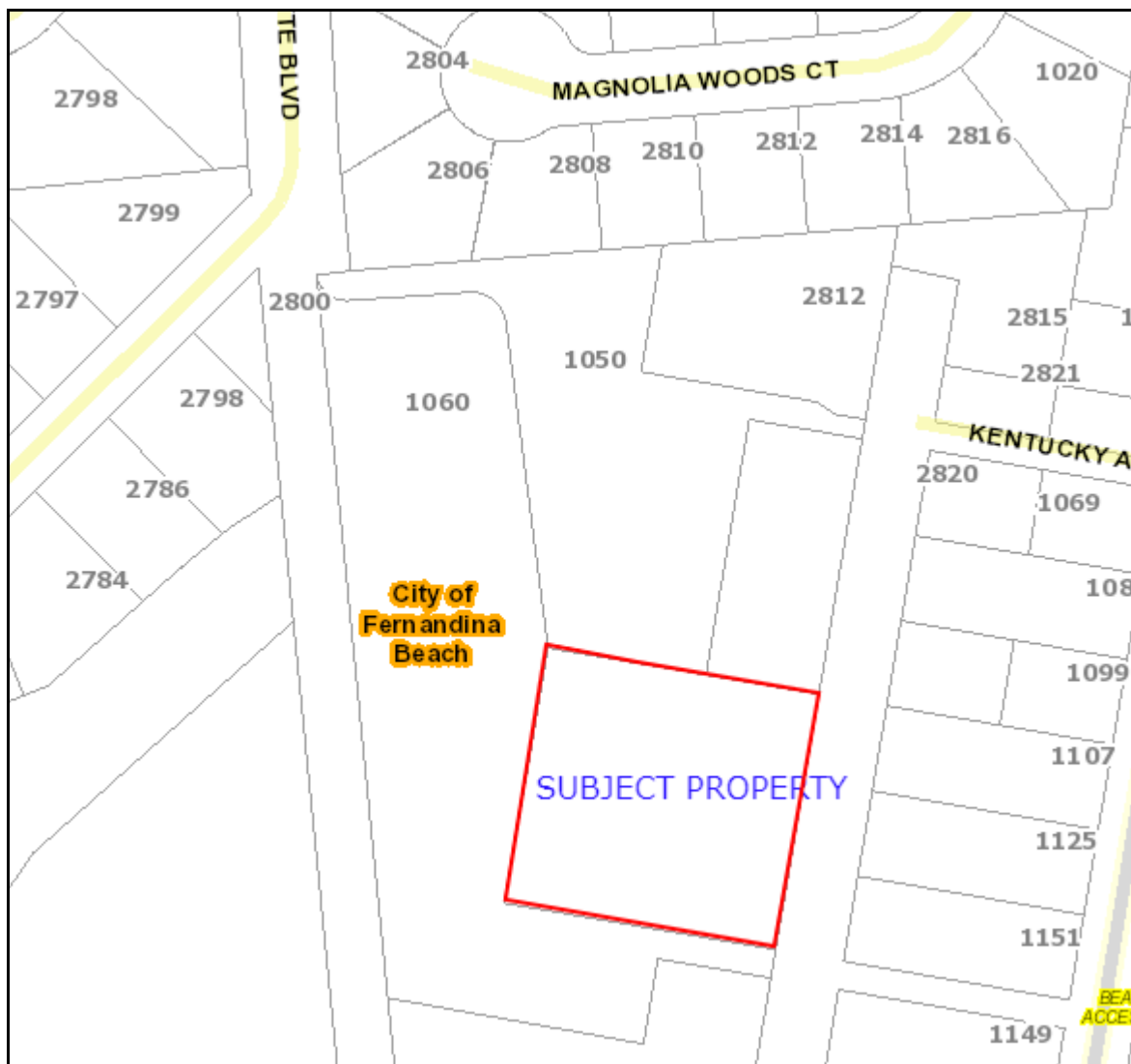
A handwritten signature in blue ink that reads "Kelly N. Gibson".

Kelly N. Gibson, AICP
Director



STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

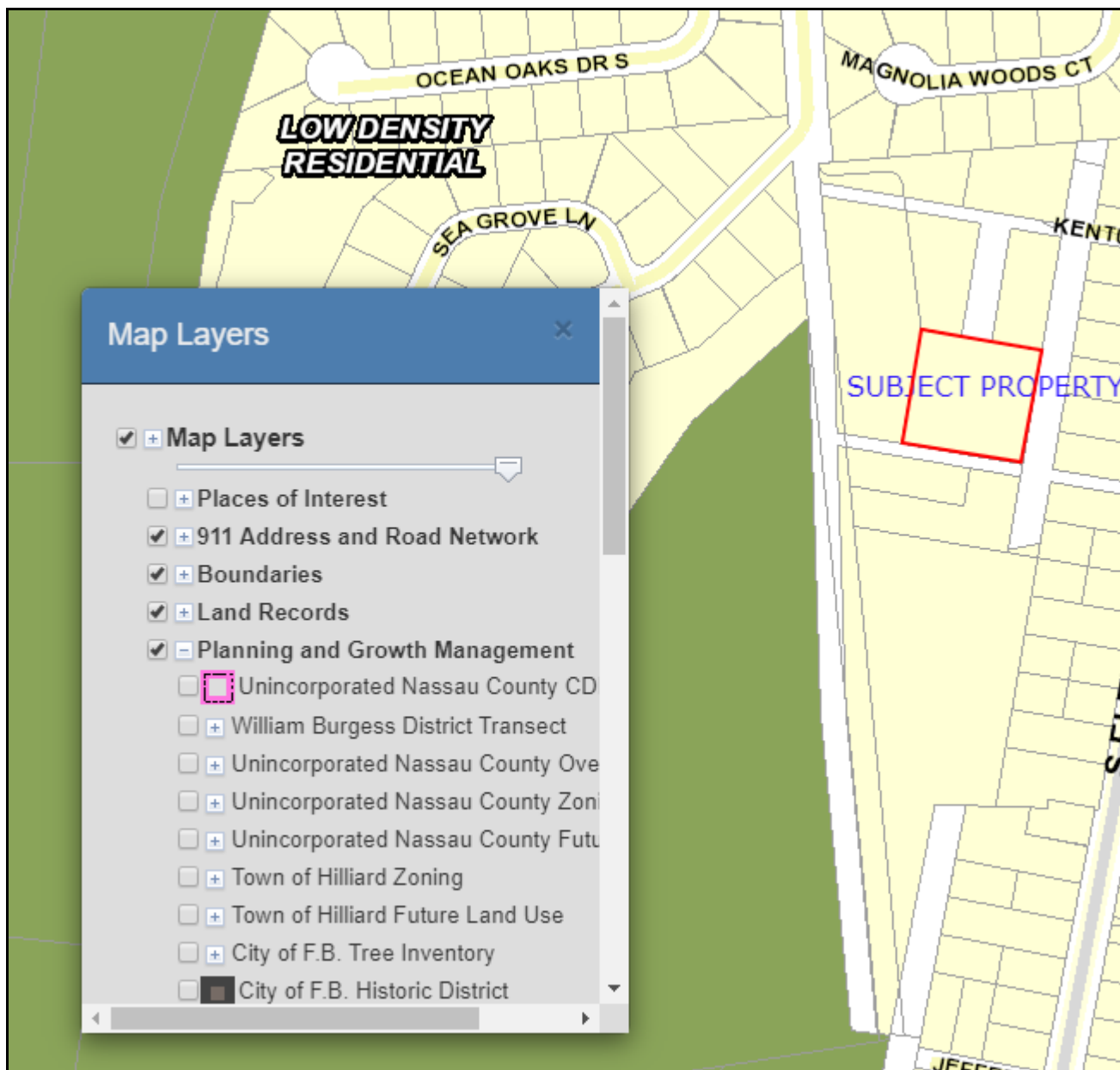
PROPERTY BOUNDARY





STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

CURRENT LAND USE

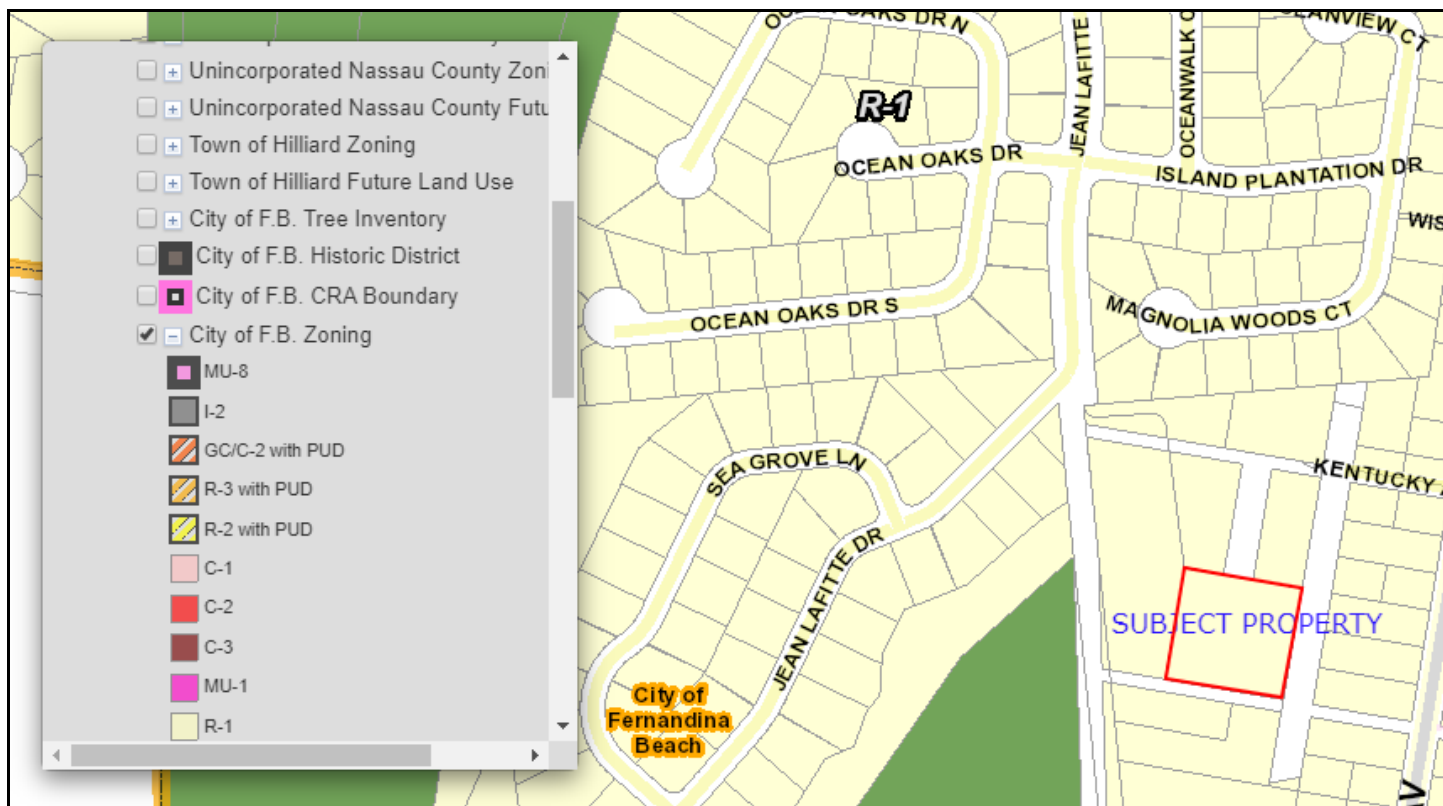


AND



STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

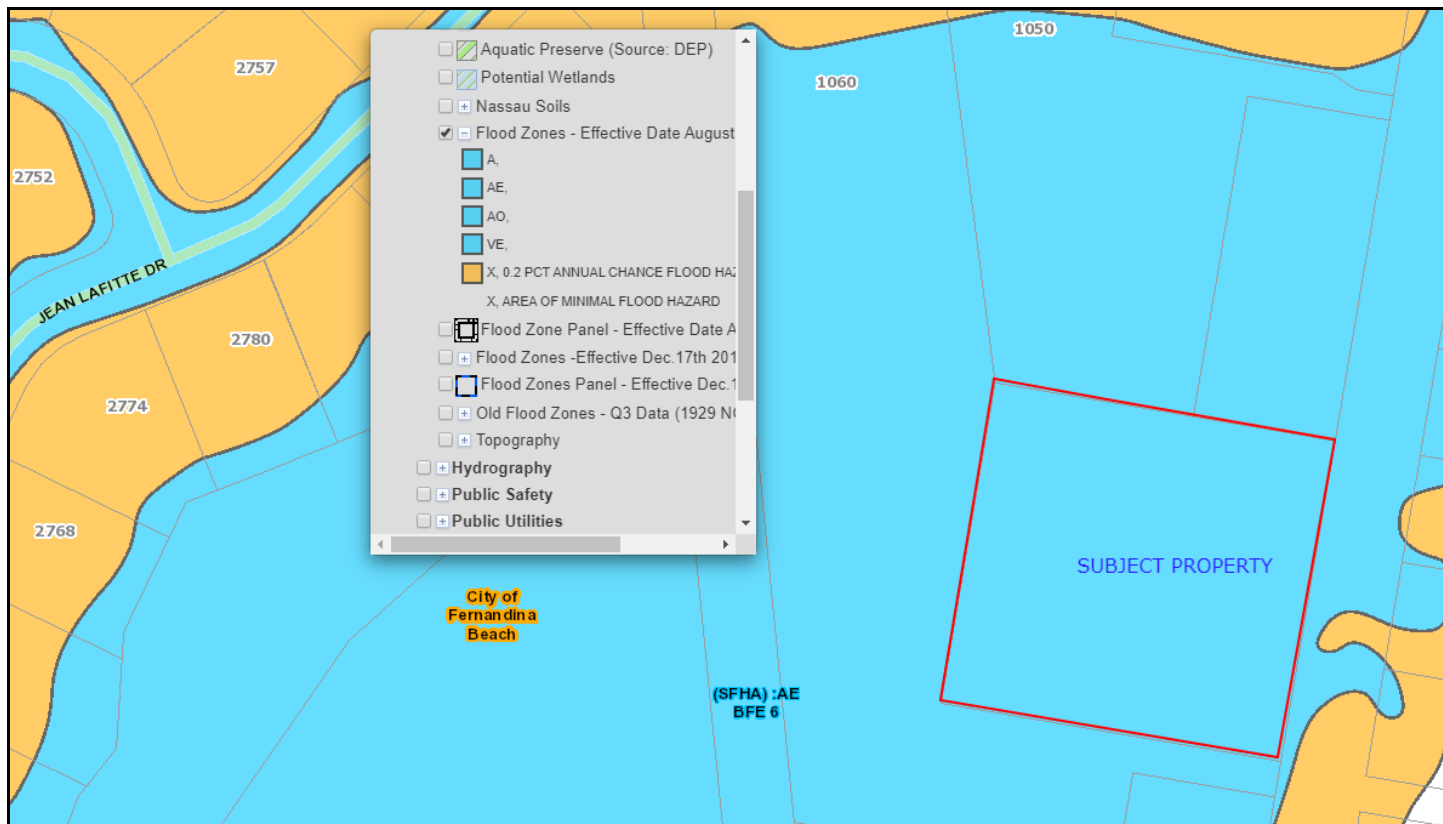
ZONING





STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

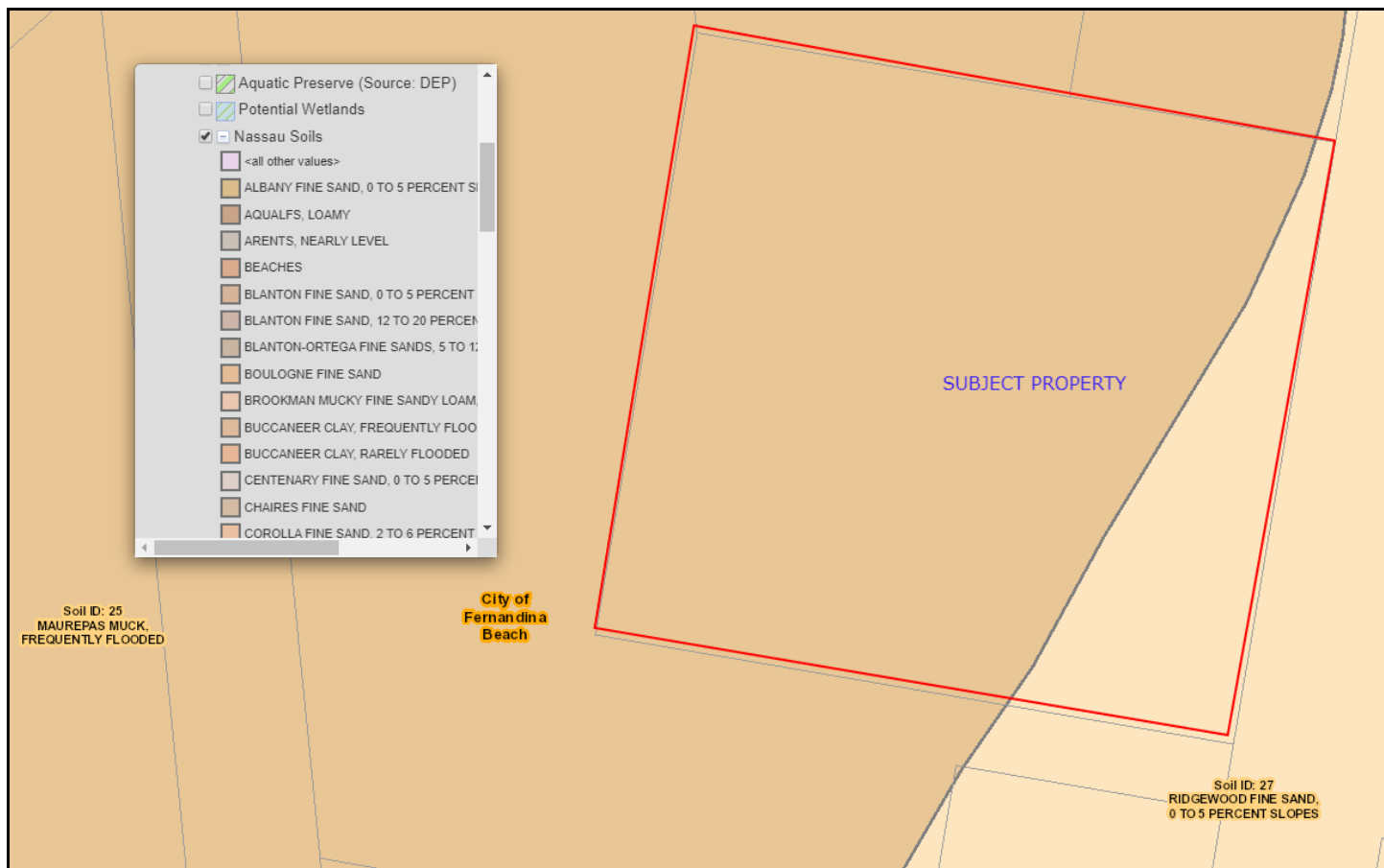
FLOODZONE





STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

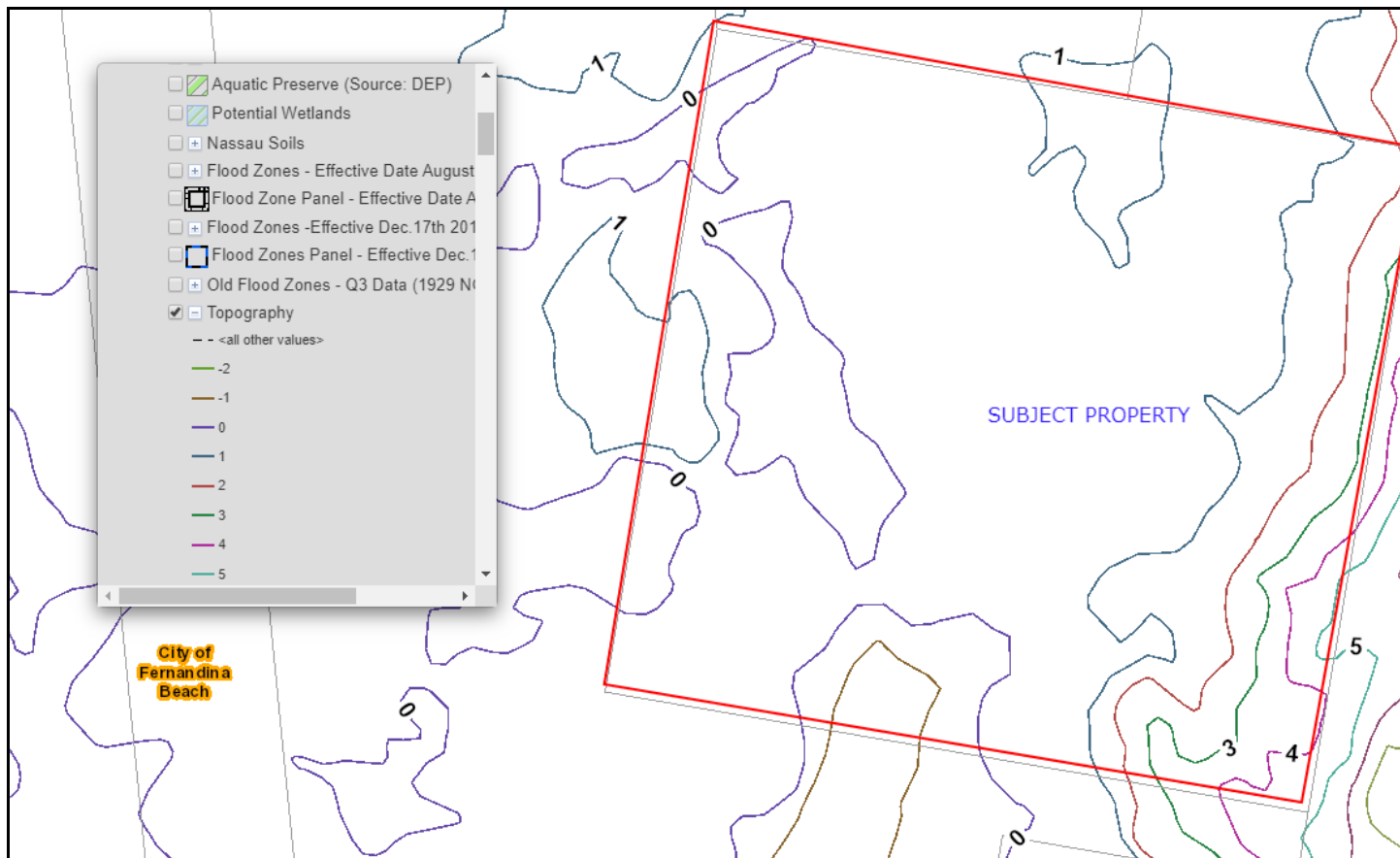
SOILS





STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

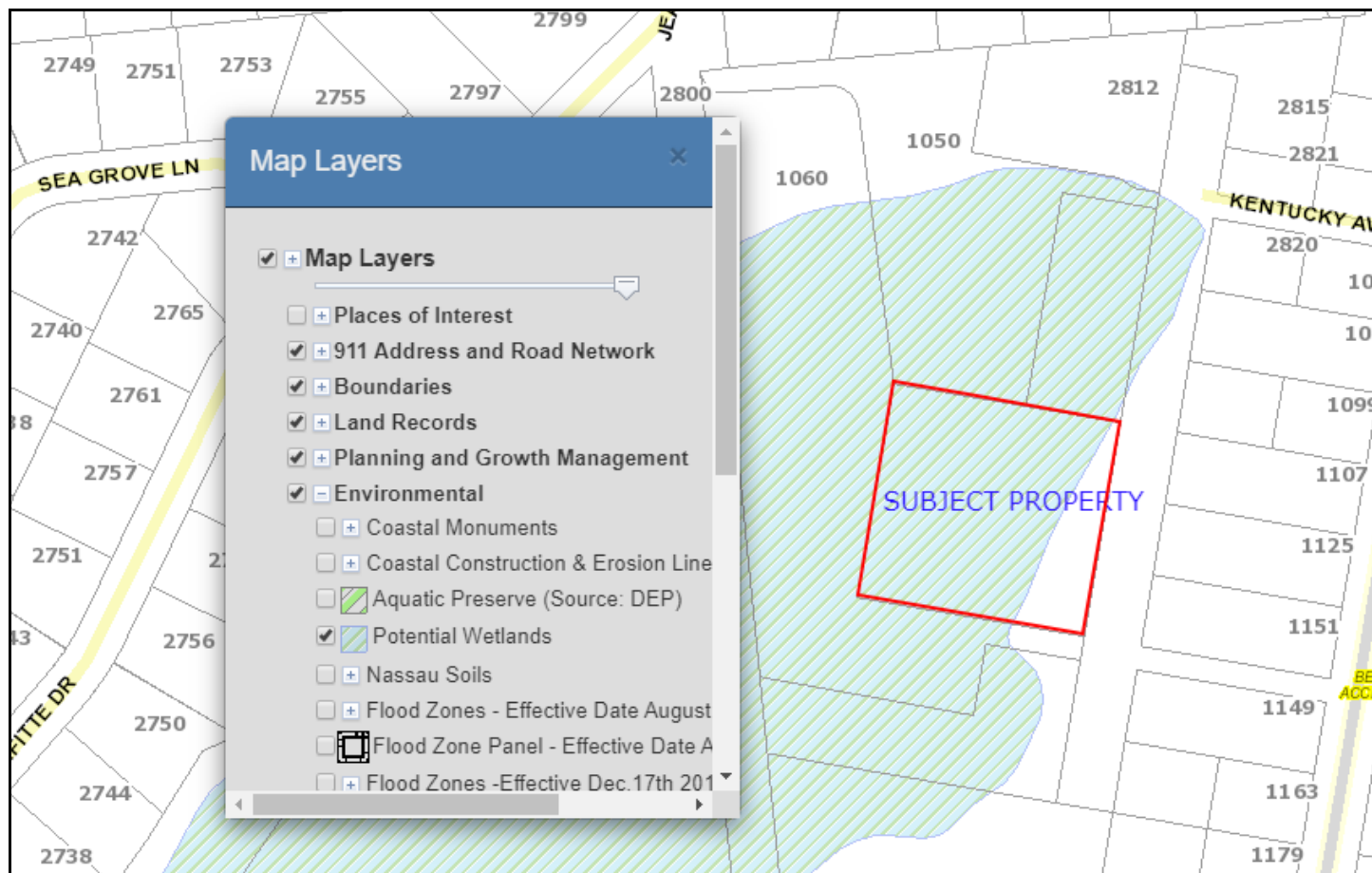
TOPOGRAPHY





STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

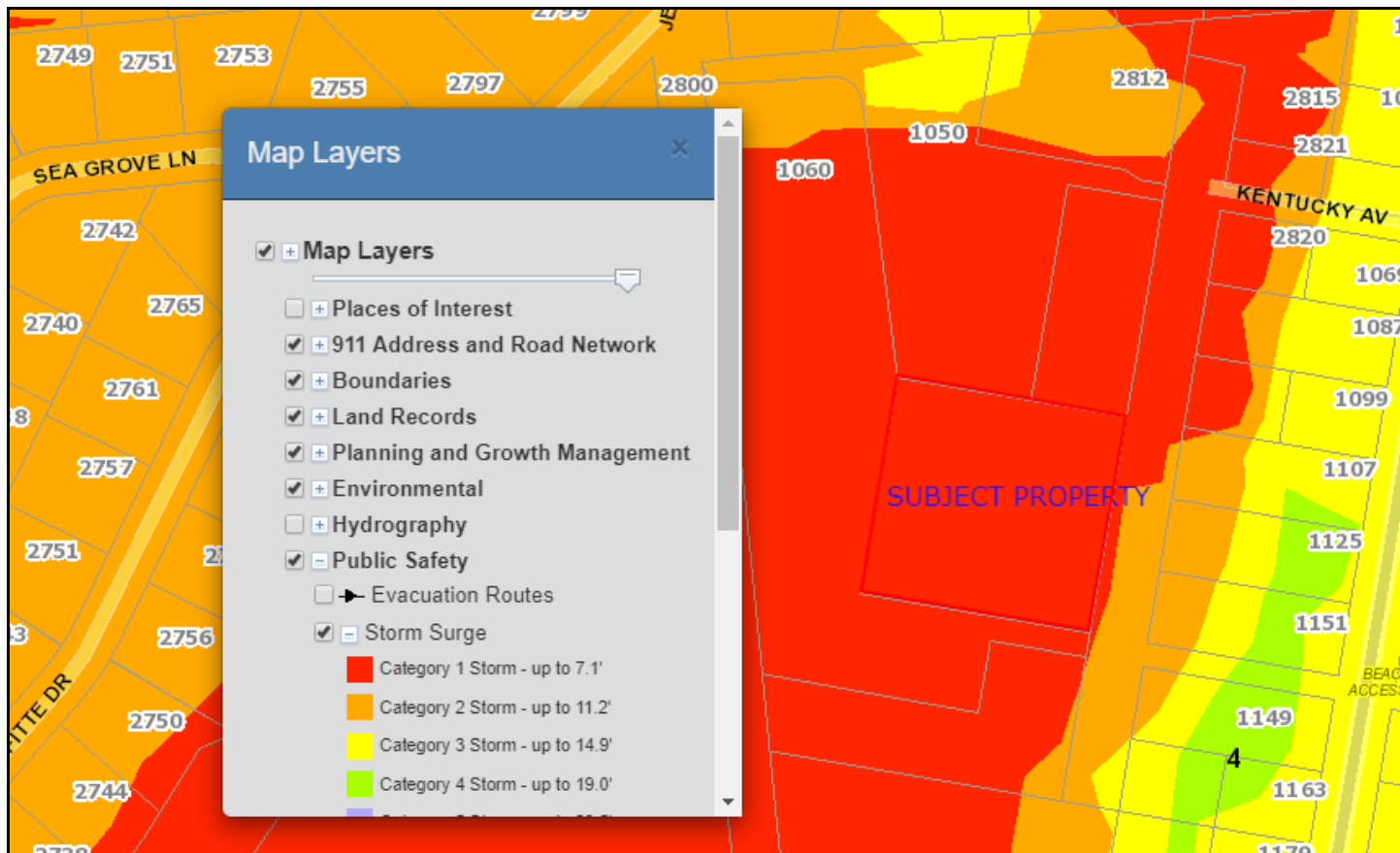
WETLANDS





STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

STORM SURGE ZONE (COASTAL HIGH HAZARD AREA DEFINED AS CATEGORY 1 ZONE)





STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

APPLICATION FOR FUTURE LAND USE MAP + ZONING AMENDMENTS
NON-CITY OWNED PARCELS

*** All required application materials have been received. All fees have been paid. All required notices have been made. All copies of required materials are part of the official record and have been made available on the City's website and at the Department of Planning and Conservation. ***

APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:	12-3N-29-0000-0001-0000 TIITF/REC & PARKS				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change (In accordance with action directed under Ord. 2019-05)				
LOCATION AND DESCRIPTION OF SITE:	FORT CLINCH DRIVE Vacant/ Undisturbed				
CURRENT LAND USE + ZONING:	MEDIUM DENSITY RESIDENTIAL R-2				
PROPOSED LAND USE + ZONING:	Conservation + CON				
EXISTING USES ON SITE:	Vacant/ Undisturbed				
PROPERTY SIZE:	1.3				
ENVIRONMENTAL CHARACTERISTICS:	<u>Flood zone</u>	<u>Potential Wetlands</u>	<u>Avg. Topography</u>	<u>Soil Type</u>	<u>Coastal Upland Protection Zone</u>
	X	NONE	12'-36'	Soil ID 30 kureb-resota fine sands, rolling & Soil ID 12 newhan-corolla, rarely flooded, fine sands, rolling	NO
ADJACENT PROPERTIES:	<u>Direction</u>	<u>Existing Use(s)</u>	<u>Year Built</u>	<u>Zoning</u>	<u>FLUM</u>
	North	Vac Govern	n/a	REC	Recreation
	South	Single Fam	1968	R-2	Medium Density Residential
	East	Single Fam	1980-2010	R-2	Medium Density Residential
	West	Vac Govern	n/a	REC/CON	Recreation/Conservation



STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

APPLICABLE COMPREHENSIVE PLAN POLICIES:	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering); 1.07.15 (conservation land use category); Objective 5.08 (Wetlands Protection and Preservation) and all policy statements which follow; Objective 5.10 (Wildlife Planning) and specific policies 5.10.01, 5.10.02, 5.10.05 5.14.09 (development standards for environmentally sensitive and conservation lands); Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands); 6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) Reference: www.fbfl.us/Compplan
APPLICABLE LAND DEVELOPMENT CODE SECTIONS:	2.00.03 (Establishment of district boundary); 2.01.20 (CON zoning district); 3.02.06 (Land Uses within Areas of Special Flood Hazard); 3.03.00 (Wetland Protection); 4.05.00 (Landscaping, Buffers, and Tree Protection); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) Reference: www.fbfl.us/LDC
STAFF RECOMMENDATION:	Staff finds the requested amendments to be sufficiently compliant with the Comprehensive Plan, Land Development Code, and established City Commission Goal to increase conservation land use and zoning acreage. Staff recommends approval of the request.

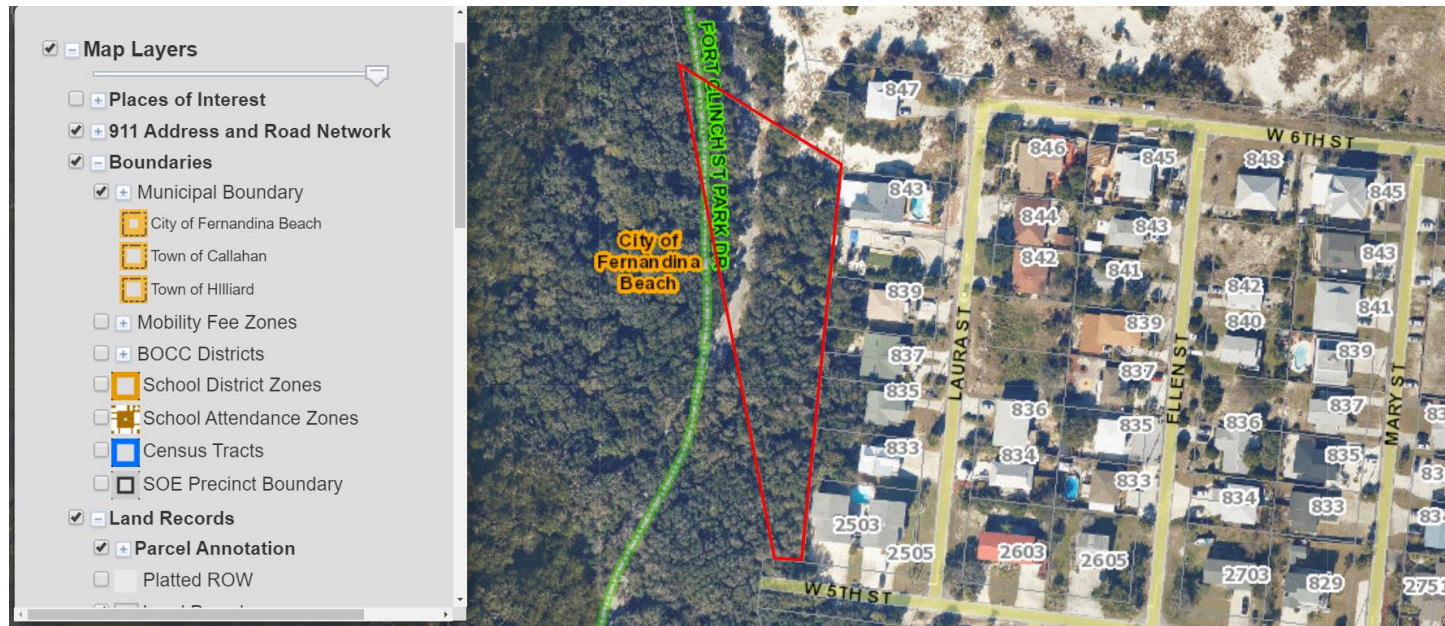
Submitted by:

Kelly N. Gibson, AICP
Director

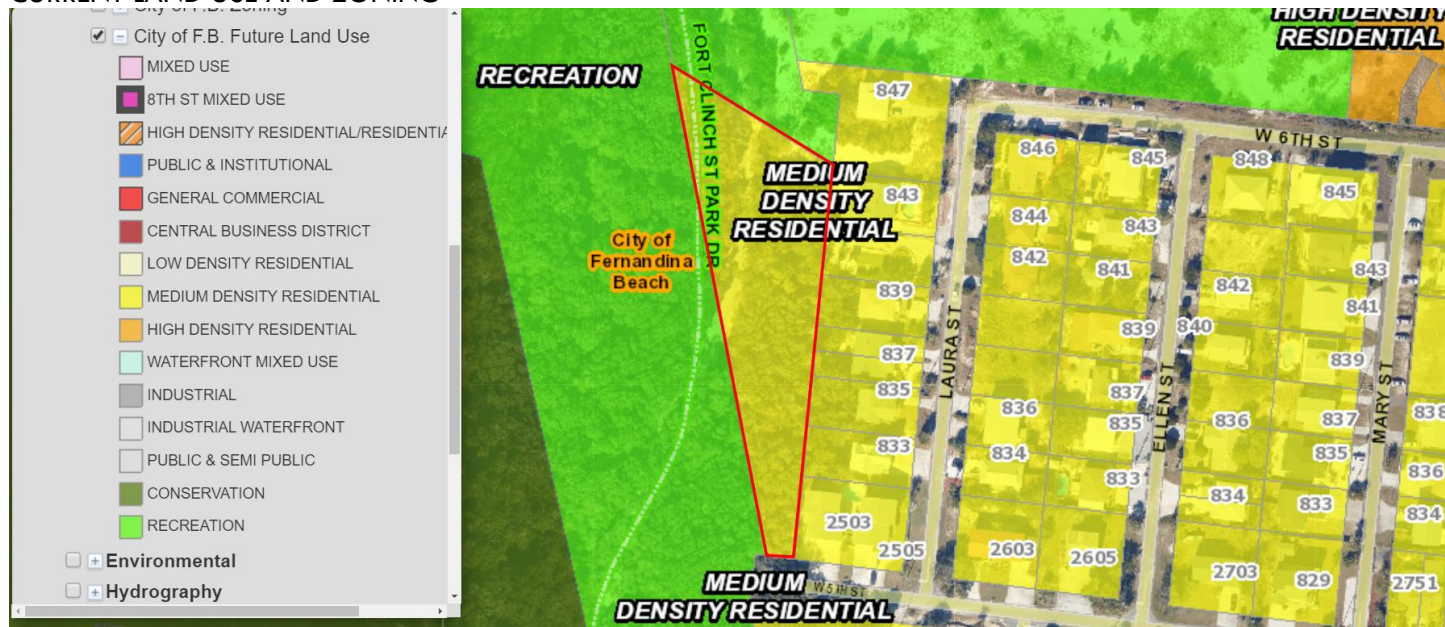


STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

PROPERTY BOUNDARY



CURRENT LAND USE AND ZONING

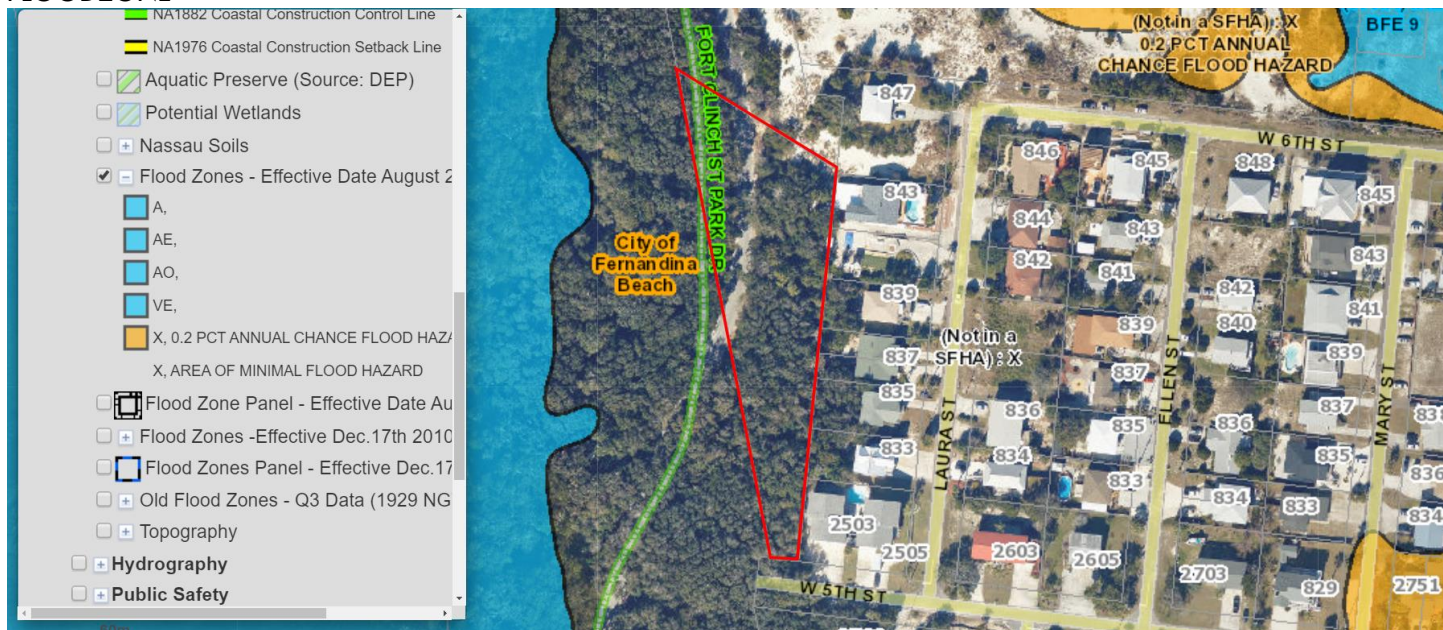




STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019



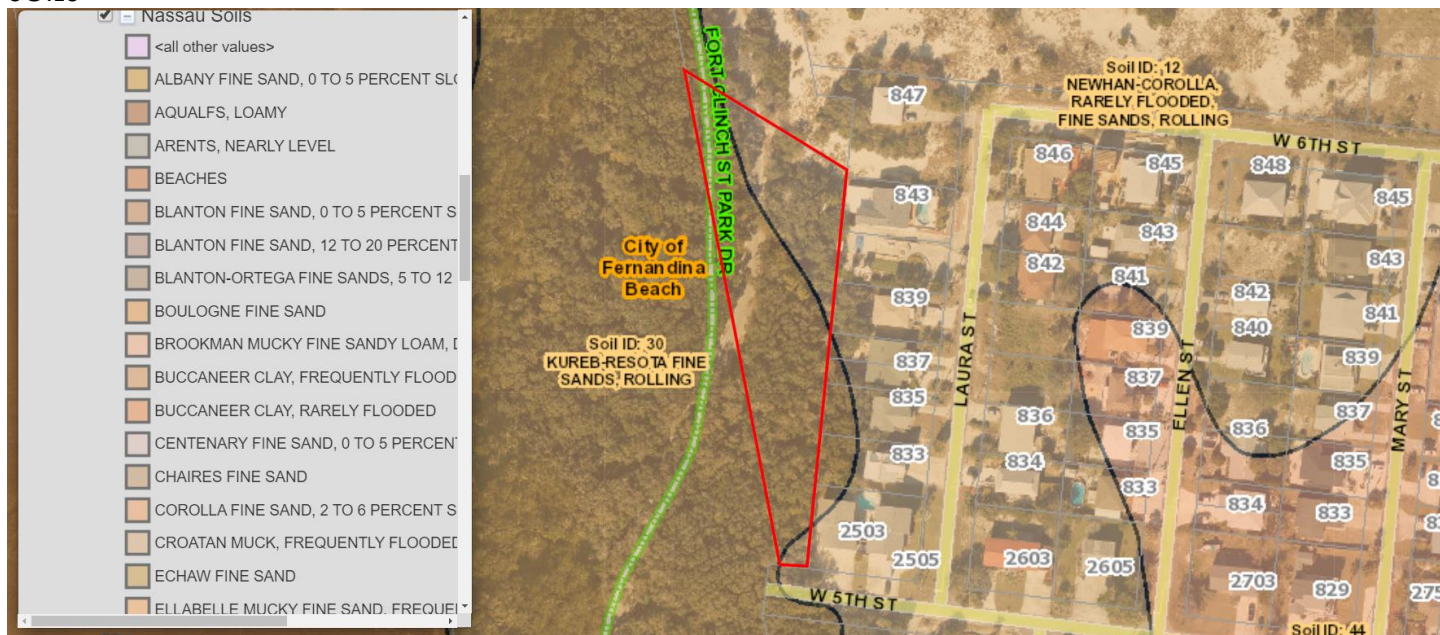
FLOODZONE



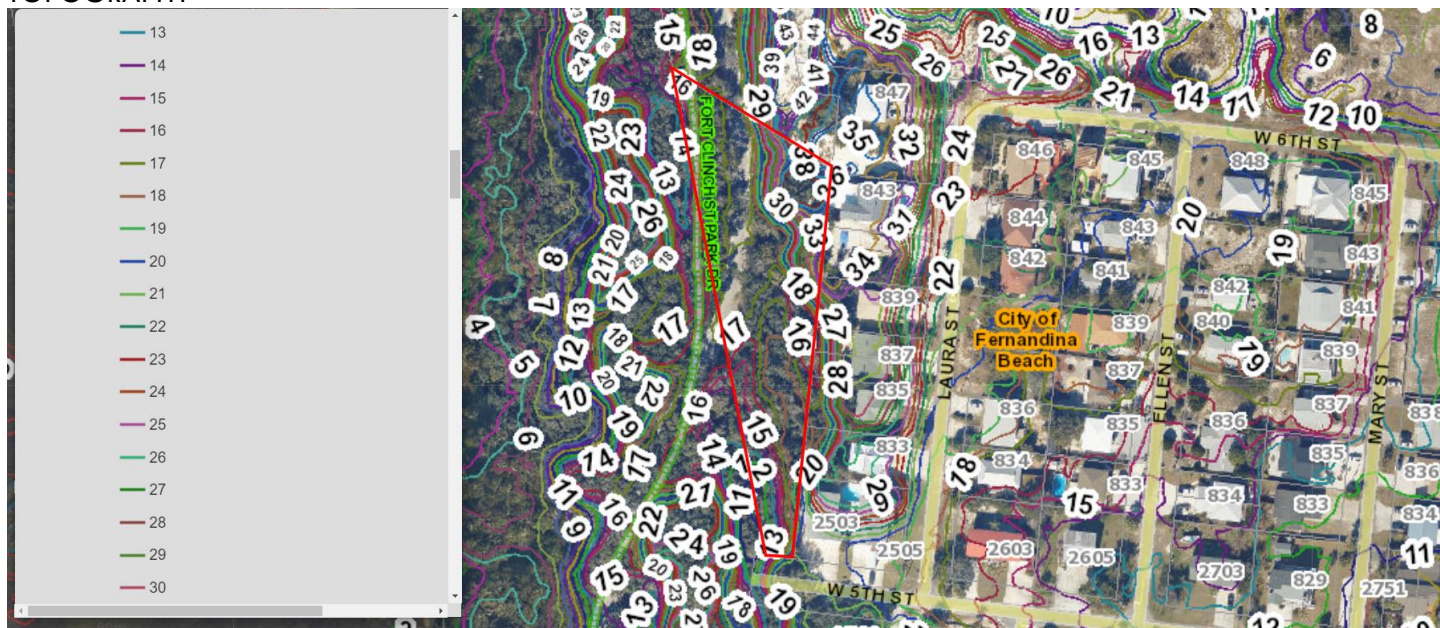


STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

SOILS



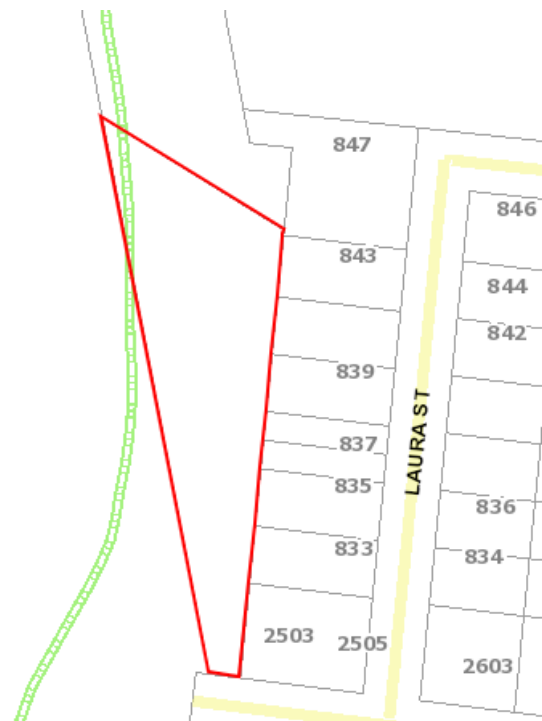
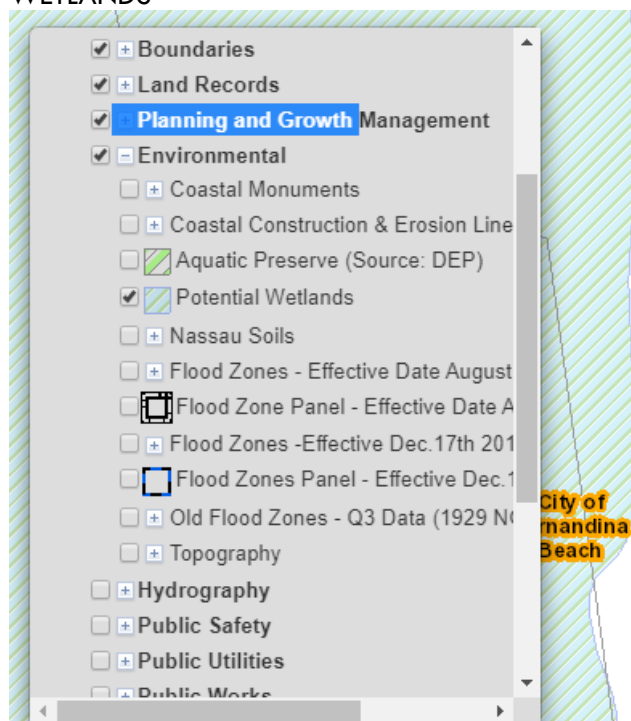
TOPOGRAPHY



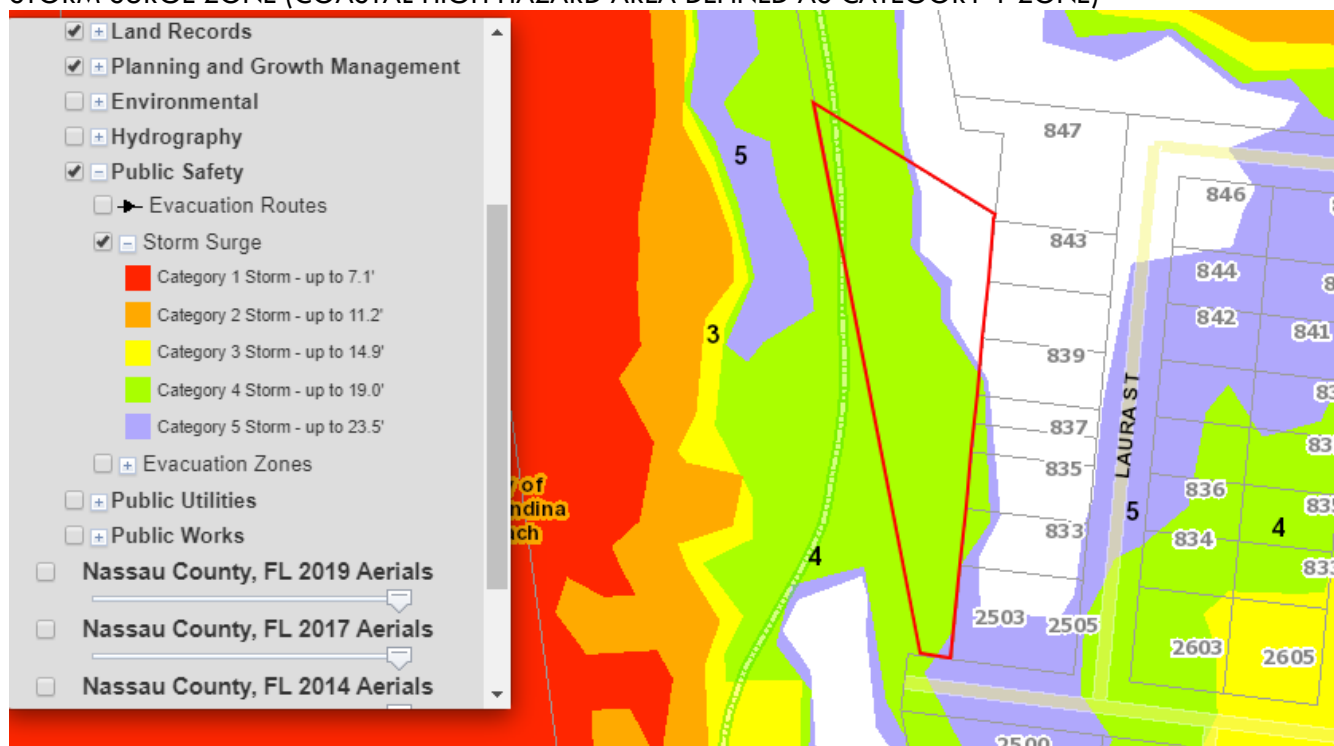


STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

WETLANDS



STORM SURGE ZONE (COASTAL HIGH HAZARD AREA DEFINED AS CATEGORY 1 ZONE)





STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

APPLICATION FOR FUTURE LAND USE MAP + ZONING AMENDMENTS
NON-CITY OWNED PARCELS

*** All required application materials have been received. All fees have been paid. All required notices have been made. All copies of required materials are part of the official record and have been made available on the City's website and at the Department of Planning and Conservation. ***

APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:	00-00-31-1800-0060-0010 OCEAN HIGHWAY & PORT AUTHORITY				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change (In accordance with action directed under Ord. 2019-05)				
LOCATION AND DESCRIPTION OF SITE:	N 3 rd Street / Vacant Gov				
CURRENT LAND USE + ZONING:	_____				
PROPOSED LAND USE + ZONING:	Conservation + CON				
EXISTING USES ON SITE:	Vacant/Undisturbed				
PROPERTY SIZE:	2.53				
ENVIRONMENTAL CHARACTERISTICS:	<u>Flood zone</u>	<u>Potential Wetlands</u>	<u>Avg. Topography</u>	<u>Soil Type</u>	<u>Coastal Upland Protection Zone</u>
	AE	YES	1' to 2'	Mucky Peat	NO
ADJACENT PROPERTIES:	<u>Direction</u>	<u>Existing Use(s)</u>	<u>Year Built</u>	<u>Zoning</u>	<u>FLUM</u>
	North	Heavy Manu	1975	I-2	Industrial
	South	Vacant Gov	n/a	R-2	Medium Density Residential
	East	n/a	n/a	I-2	Industrial
	West	Vacant Gov	n/a	I-W	Industrial Waterfront
APPLICABLE COMPREHENSIVE PLAN POLICIES:	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering); 1.07.15 (conservation land use category); Objective 5.08 (Wetlands Protection and Preservation) and all policy statements which follow; Objective 5.10 (Wildlife Planning) and specific policies 5.10.01, 5.10.02, 5.10.05 5.14.09 (development standards for environmentally sensitive and conservation lands); Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09;				



STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

	5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands); 6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) Reference: www.fbfl.us/Compplan
APPLICABLE LAND DEVELOPMENT CODE SECTIONS:	2.00.03 (Establishment of district boundary); 2.01.20 (CON zoning district); 3.02.06 (Land Uses within Areas of Special Flood Hazard); 3.03.00 (Wetland Protection); 4.05.00 (Landscaping, Buffers, and Tree Protection); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) Reference: www.fbfl.us/LDC
STAFF RECOMMENDATION:	Staff finds the requested amendments to be sufficiently compliant with the Comprehensive Plan, Land Development Code, and established City Commission Goal to increase conservation land use and zoning acreage. Staff recommends approval of the request.

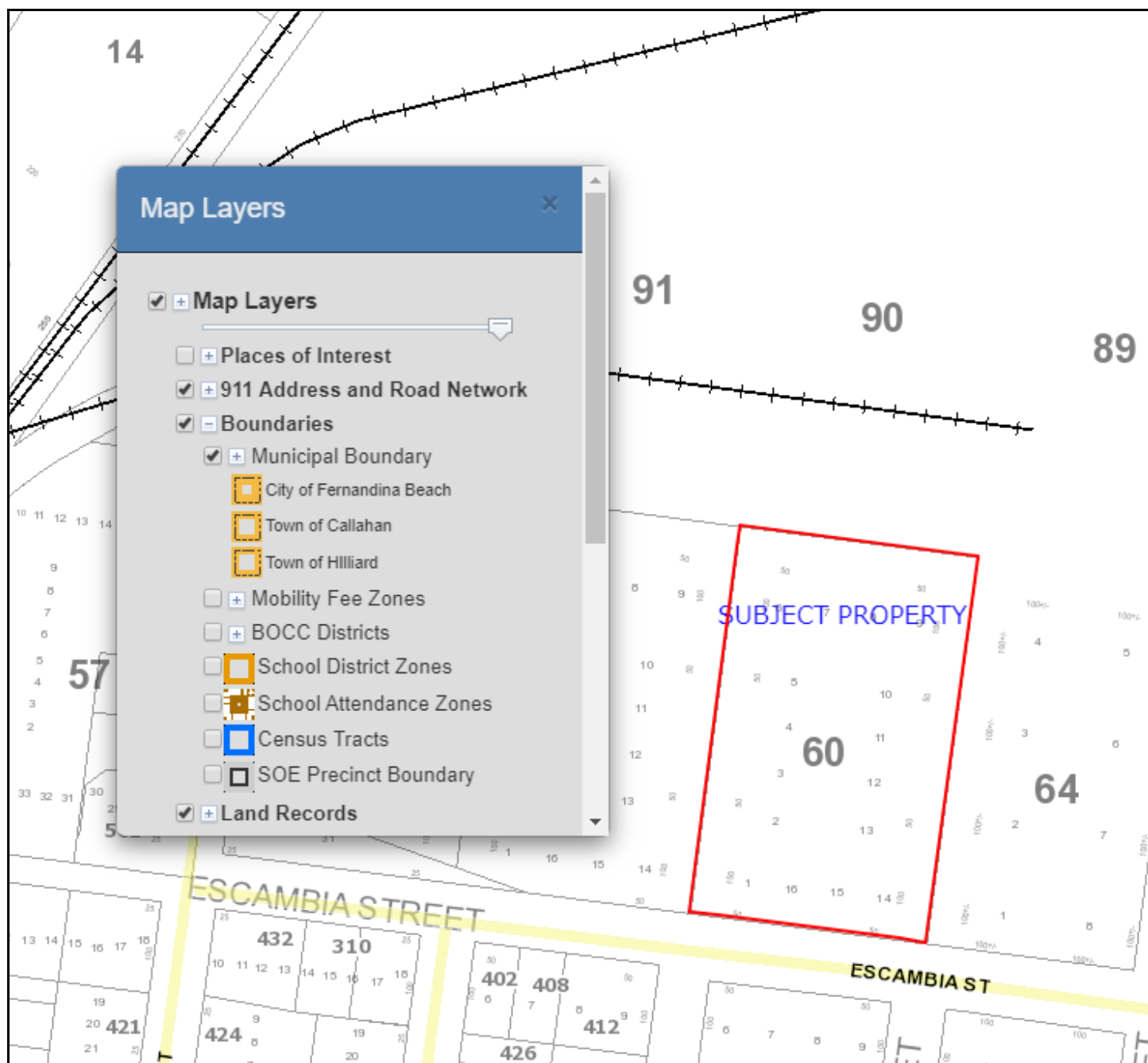
Submitted by:

Kelly N. Gibson, AICP
Director



STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

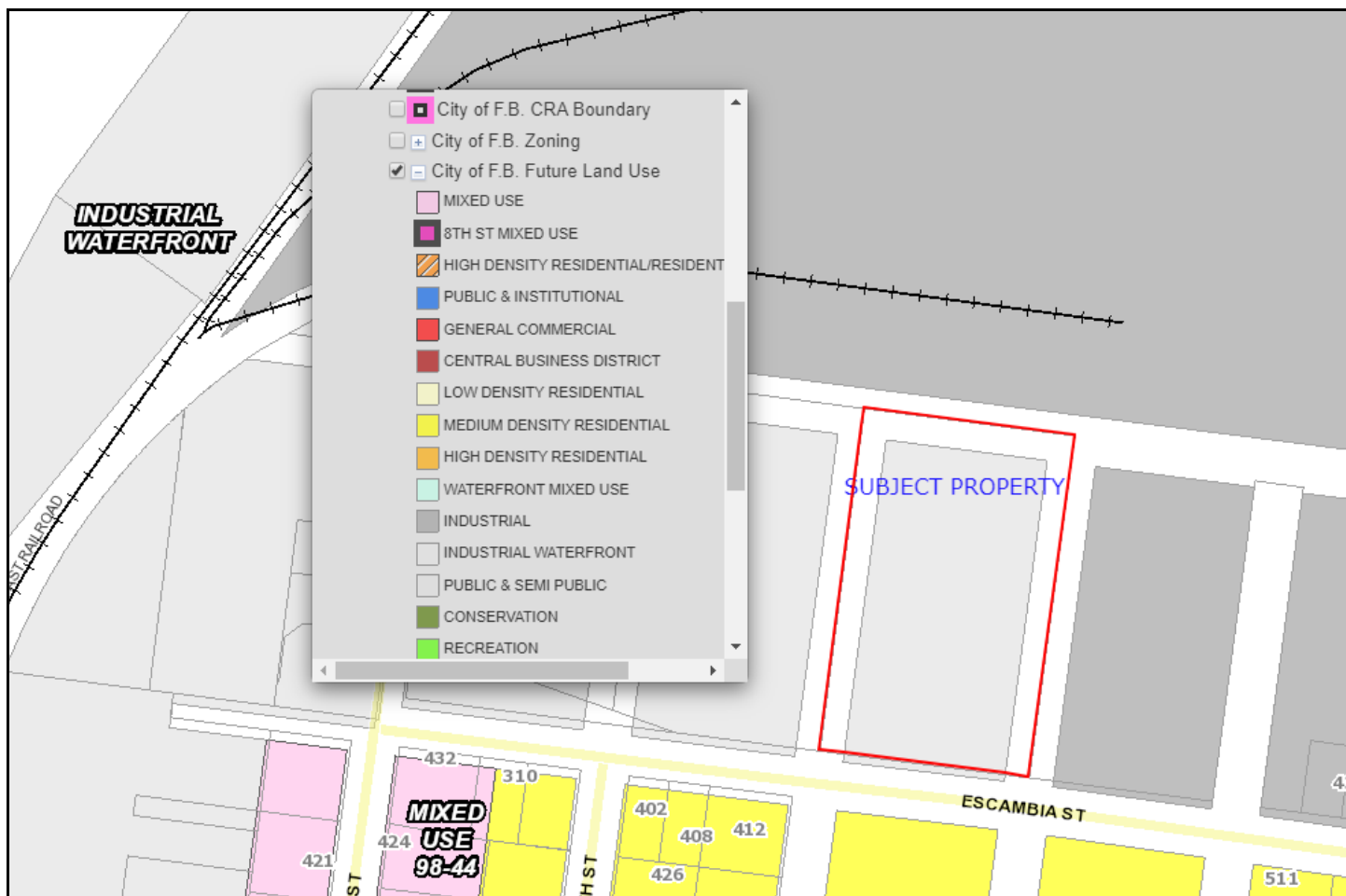
PROPERTY BOUNDARY





STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

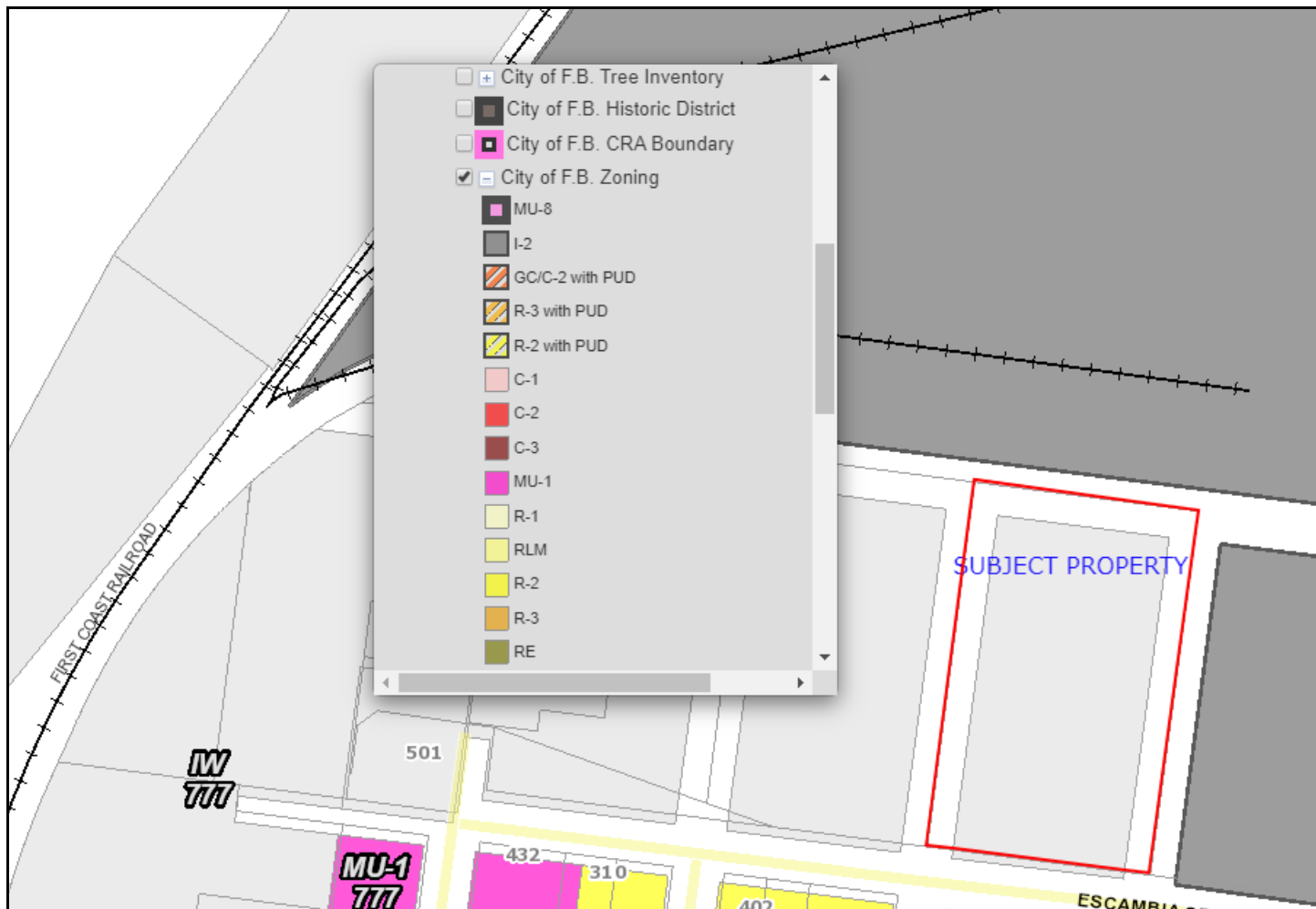
CURRENT LAND USE





STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

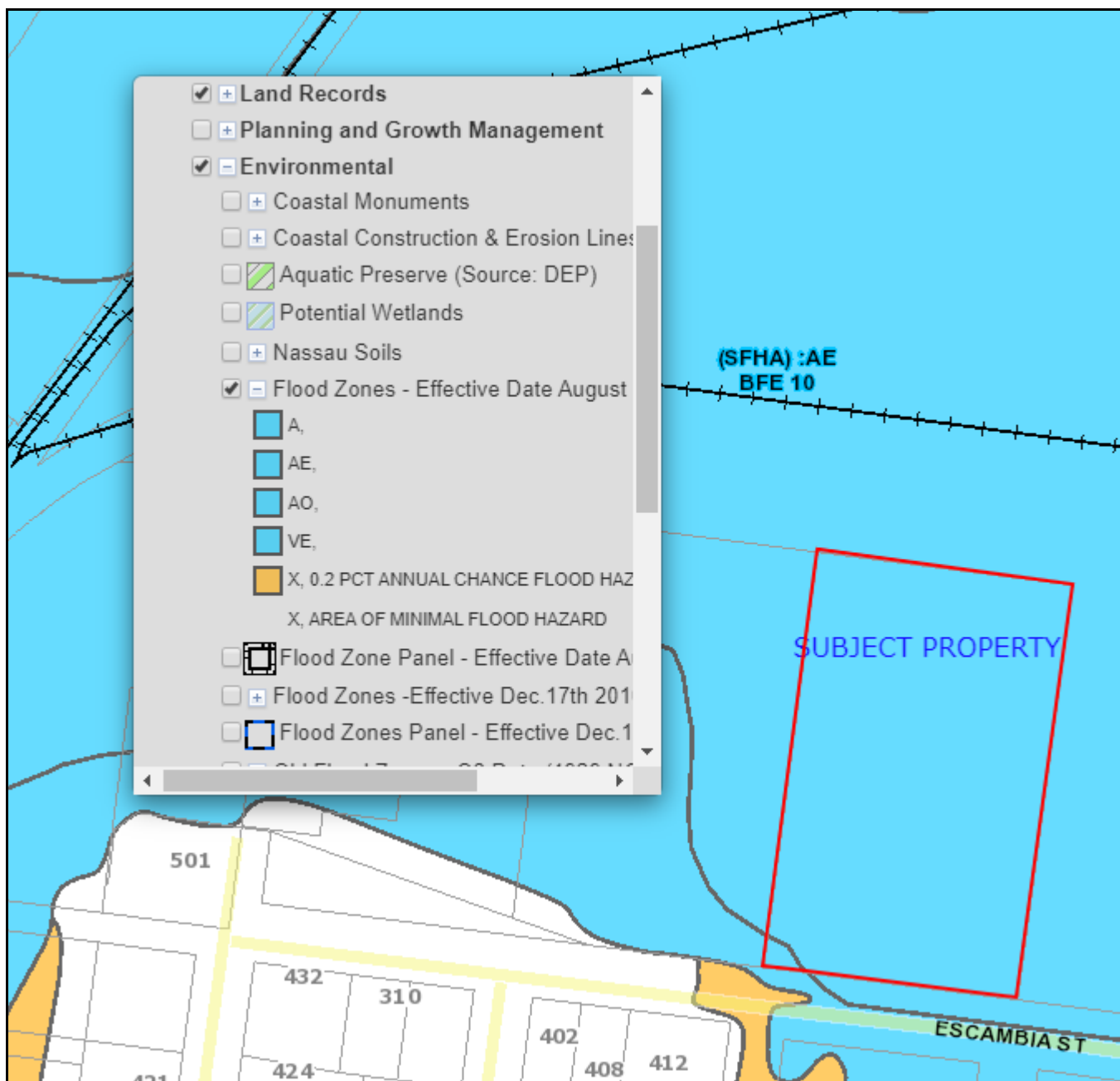
ZONING





STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

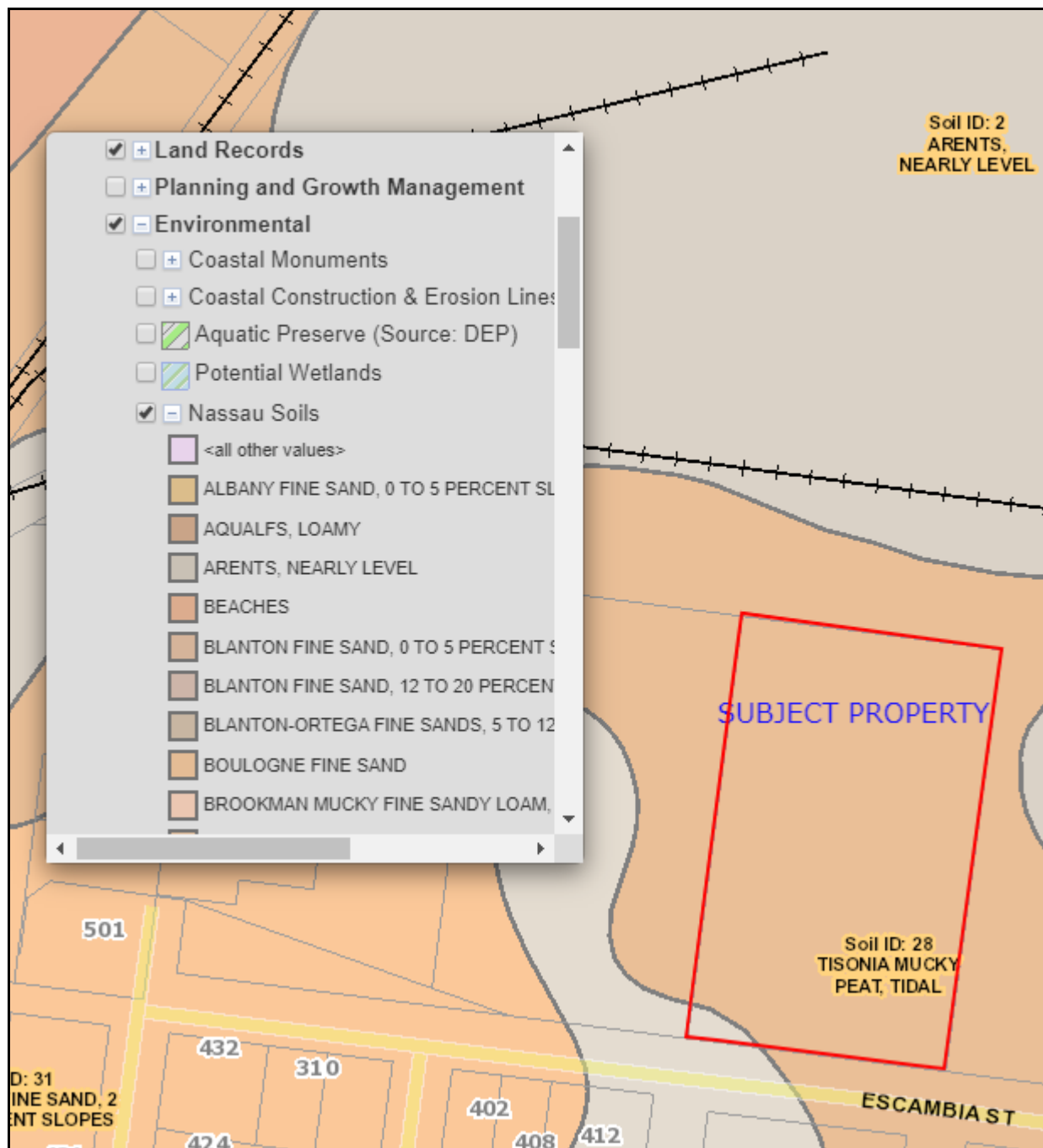
FLOODZONE





STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

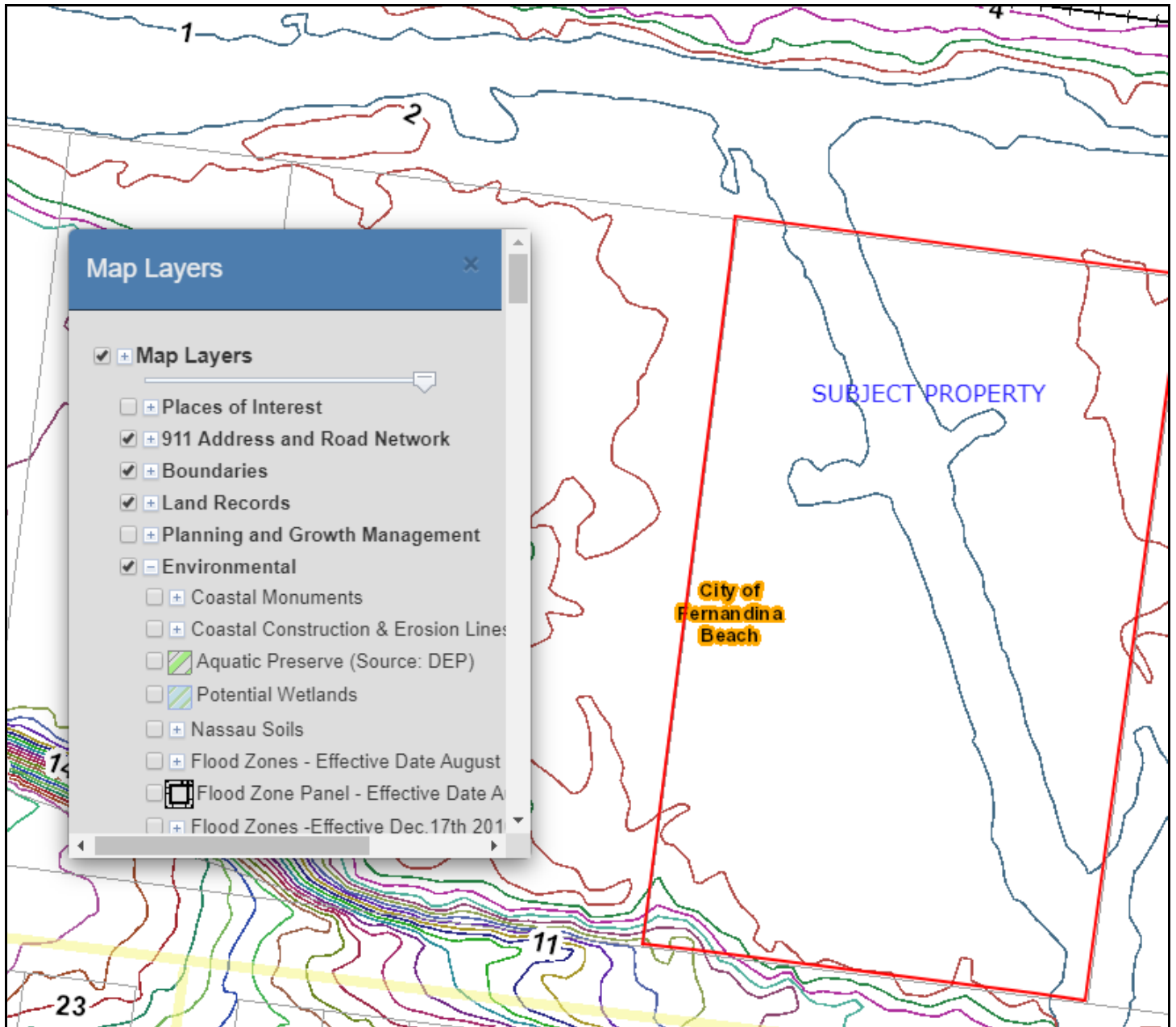
SOILS





STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

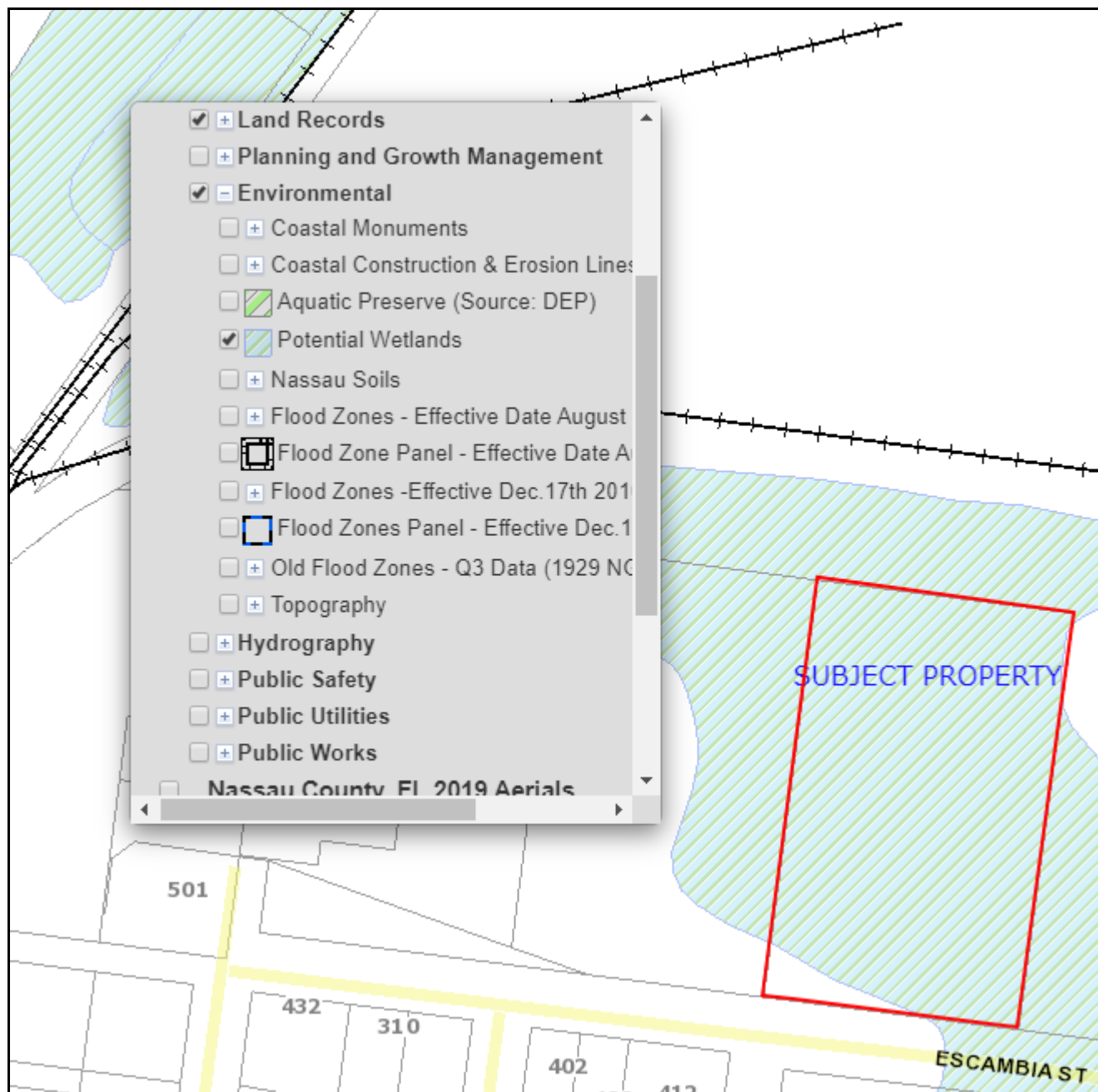
TOPOGRAPHY





STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

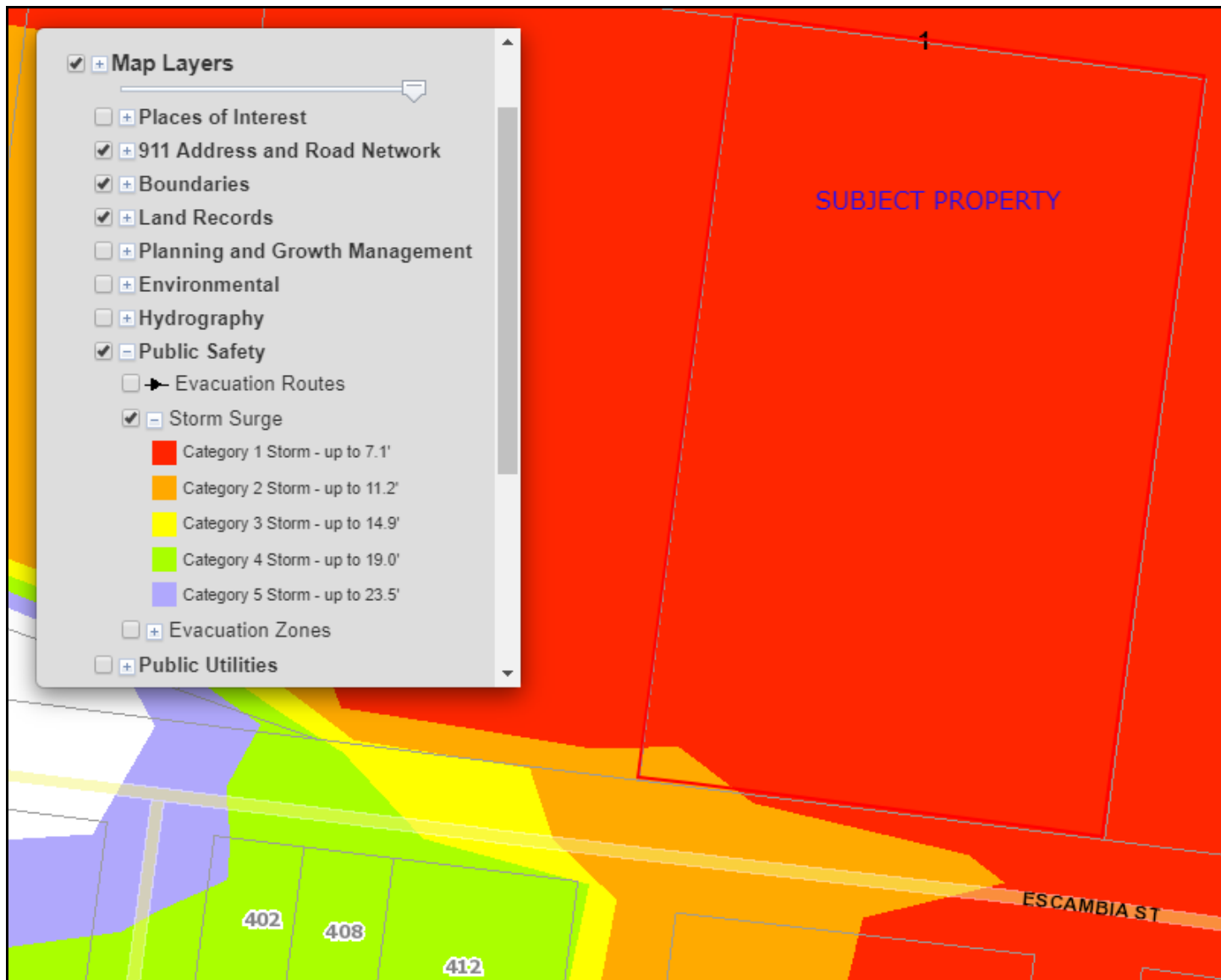
WETLANDS





STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

STORM SURGE ZONE (COASTAL HIGH HAZARD AREA DEFINED AS CATEGORY 1 ZONE)





STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

APPLICATION FOR FUTURE LAND USE MAP + ZONING AMENDMENTS
NON-CITY OWNED PARCELS

*** All required application materials have been received. All fees have been paid. All required notices have been made. All copies of required materials are part of the official record and have been made available on the City's website and at the Department of Planning and Conservation. ***

APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:	00-00-31-1520-0008-0030 NASSAU COUNTY				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change (In accordance with action directed under Ord. 2019-05)				
LOCATION AND DESCRIPTION OF SITE:	S. Fletcher Ave / Vacant Gov / Coastline				
CURRENT LAND USE + ZONING:	Low Density Residential/ R-1				
PROPOSED LAND USE + ZONING:	Recreation + REC				
EXISTING USES ON SITE:	Vacant/ Undisturbed				
PROPERTY SIZE:	.14				
ENVIRONMENTAL CHARACTERISTICS:	<u>Flood zone</u>	<u>Potential Wetlands</u>	<u>Avg. Topography</u>	<u>Soil Type</u>	<u>Coastal Upland Protection Zone</u>
	VE	YES	10' to 15'	Fine Sand/Beach	YES
ADJACENT PROPERTIES:	<u>Direction</u>	<u>Existing Use(s)</u>	<u>Year Built</u>	<u>Zoning</u>	<u>FLUM</u>
	North	Vacant	n/a	R-1	Low Density Residential
	South	Vacant	n/a	R-1	Low Density Residential
	East		n/a	Beaches	Beaches
	West	Single Family	1948	R-1	Low Density Residential
APPLICABLE COMPREHENSIVE PLAN POLICIES:	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering); 1.07.14 (recreation land use category); Objective 5.06 (Coastal Protection); Objective 5.08 (Wetlands Protection and Preservation) and all policy statements which follow; Objective 5.10 (Wildlife Planning) and specific policies 5.10.01, 5.10.02, 5.10.05 5.14.09 (development standards for environmentally sensitive and conservation lands);				



STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

	Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands); 6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) Reference: www.fbfl.us/Compplan
APPLICABLE LAND DEVELOPMENT CODE SECTIONS:	2.00.03 (Establishment of district boundary); 2.01.19 (REC zoning district); 3.02.06 (Land Uses within Areas of Special Flood Hazard); 3.03.00 (Wetland Protection); 4.05.00 (Landscaping, Buffers, and Tree Protection); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) Reference: www.fbfl.us/LDC
STAFF RECOMMENDATION:	Staff finds the requested amendments to be sufficiently compliant with the Comprehensive Plan, Land Development Code, and established City Commission Goal to increase conservation land use and zoning acreage. Staff recommends approval of the request.

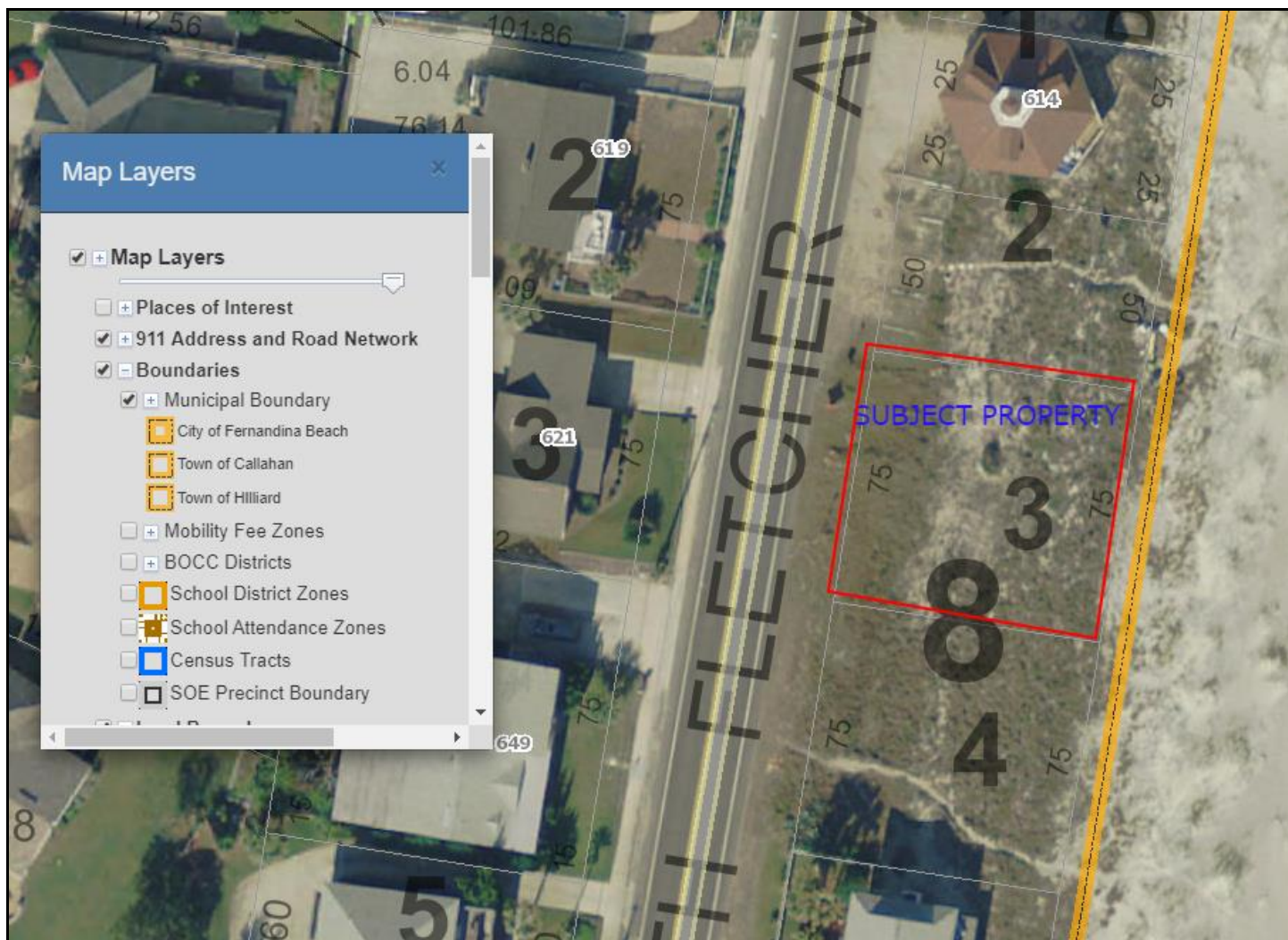
Submitted by:

Kelly N. Gibson, AICP
Director



STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

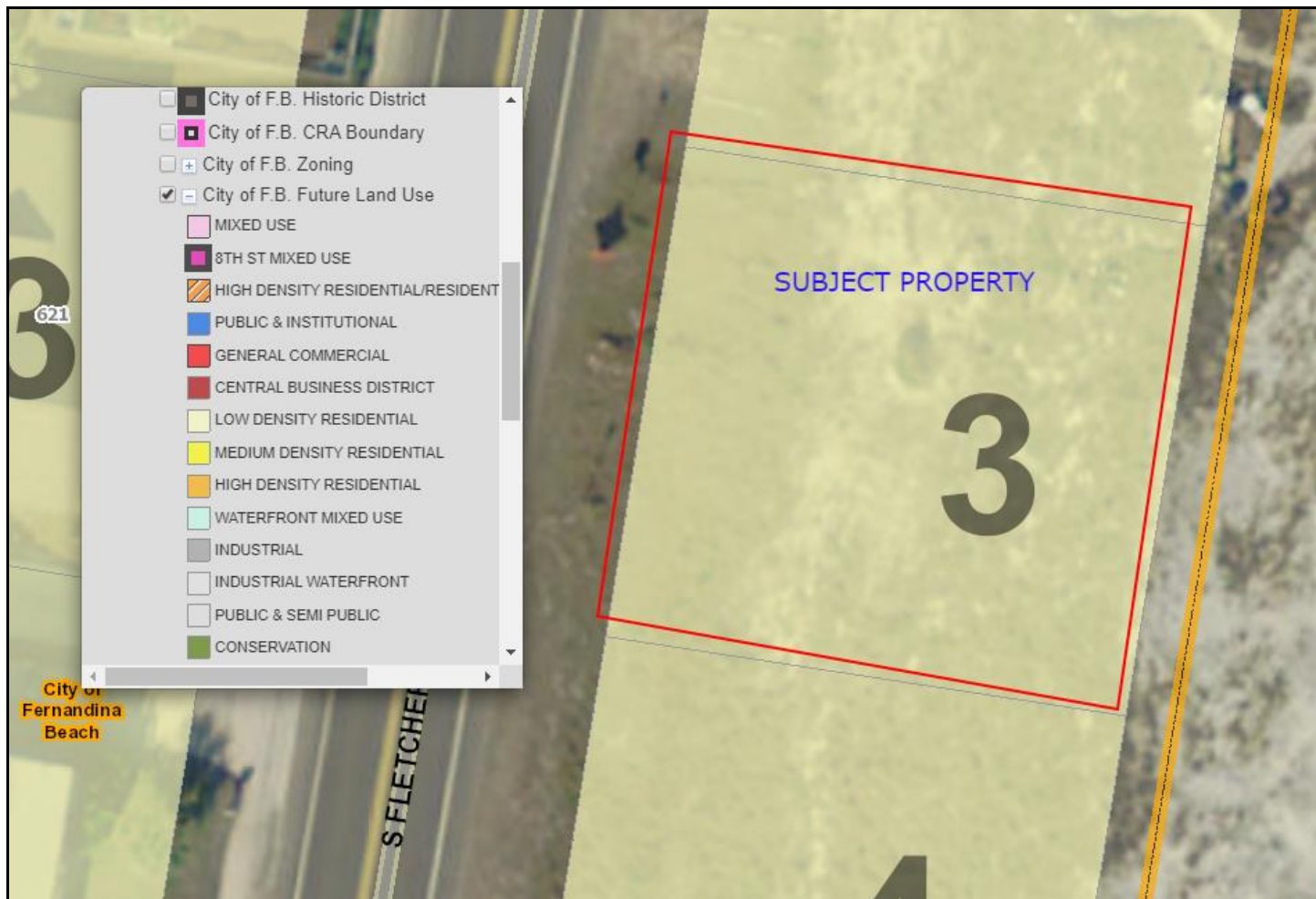
PROPERTY BOUNDARY





STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

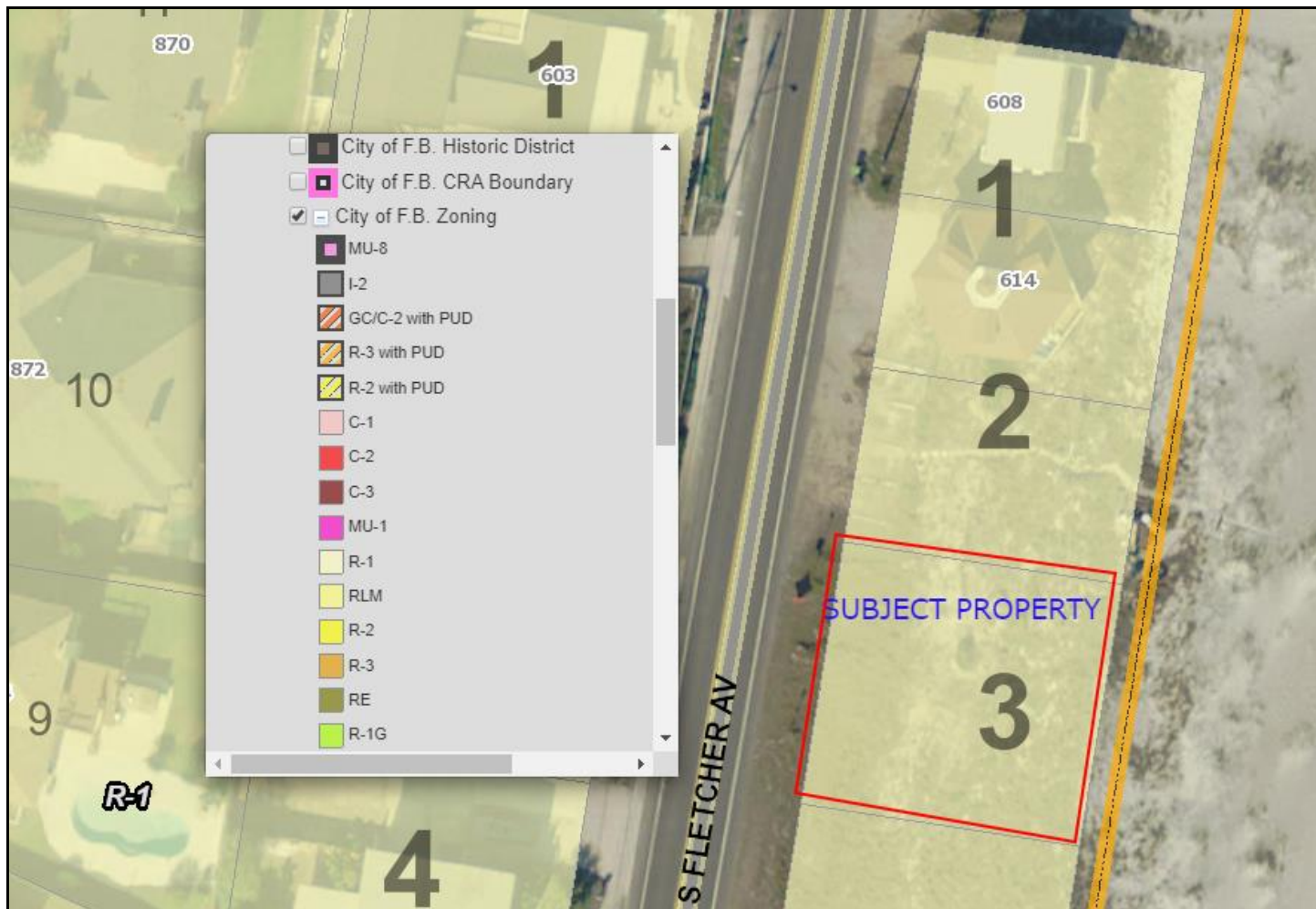
CURRENT LAND USE





STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

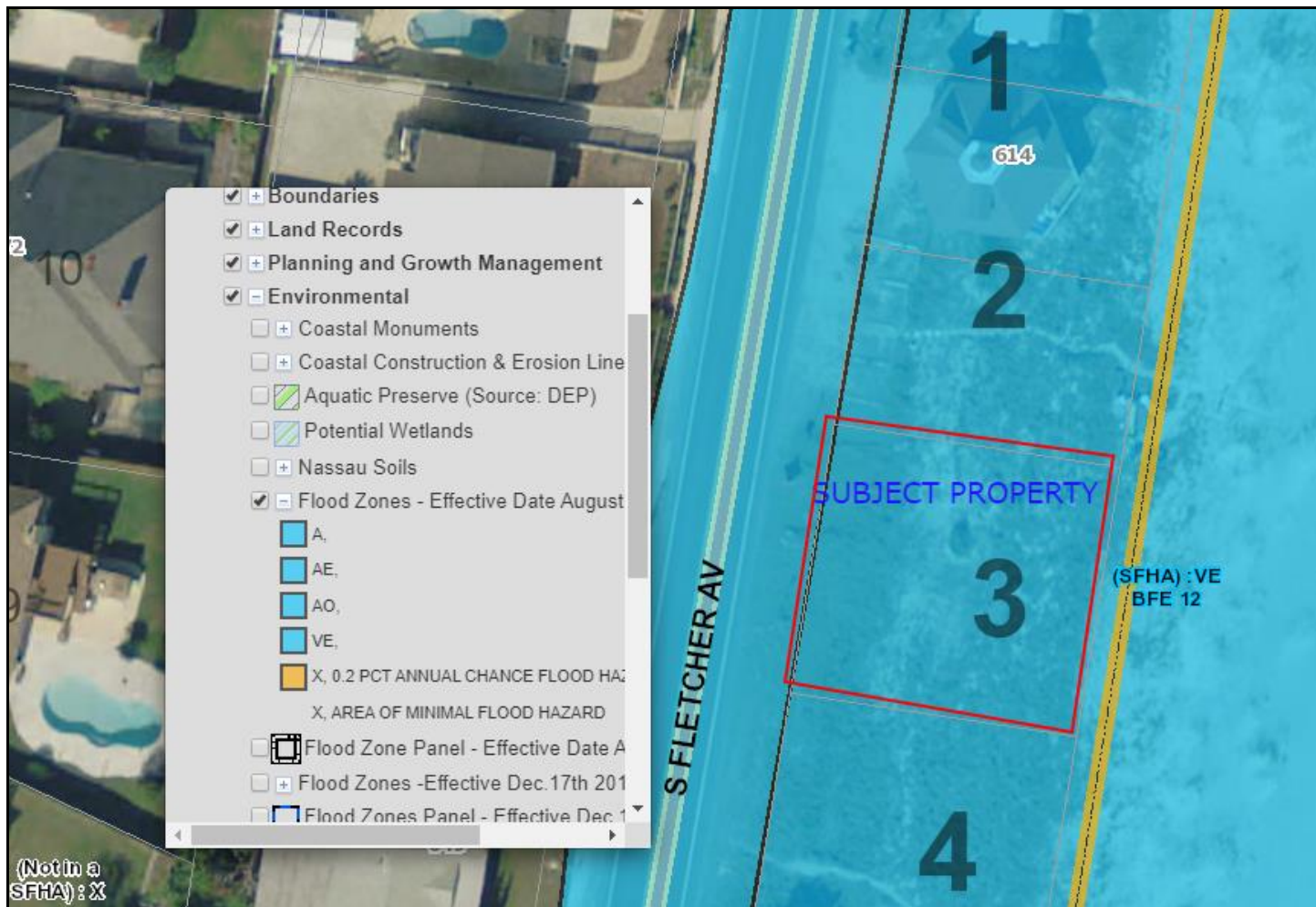
ZONING





STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

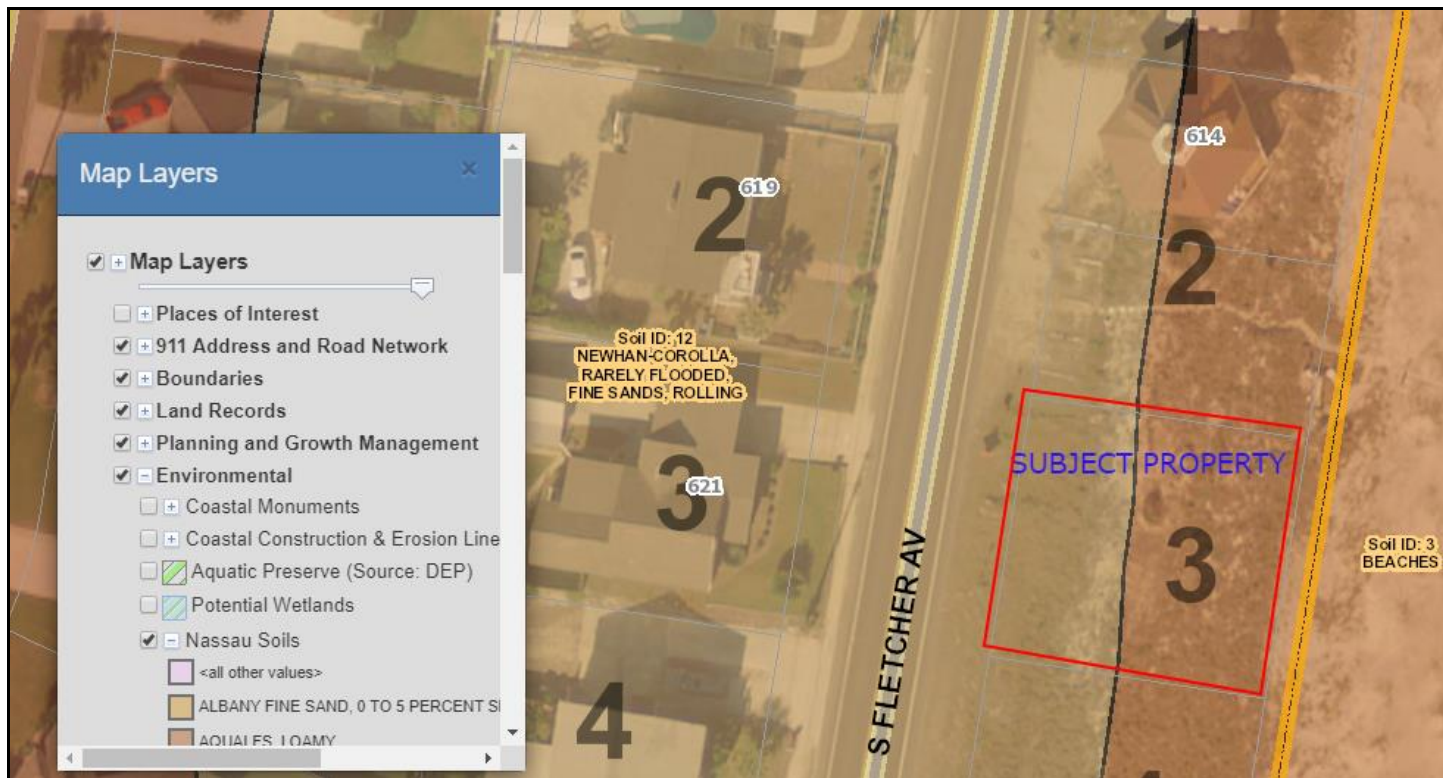
FLOODZONE





STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

SOILS





STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

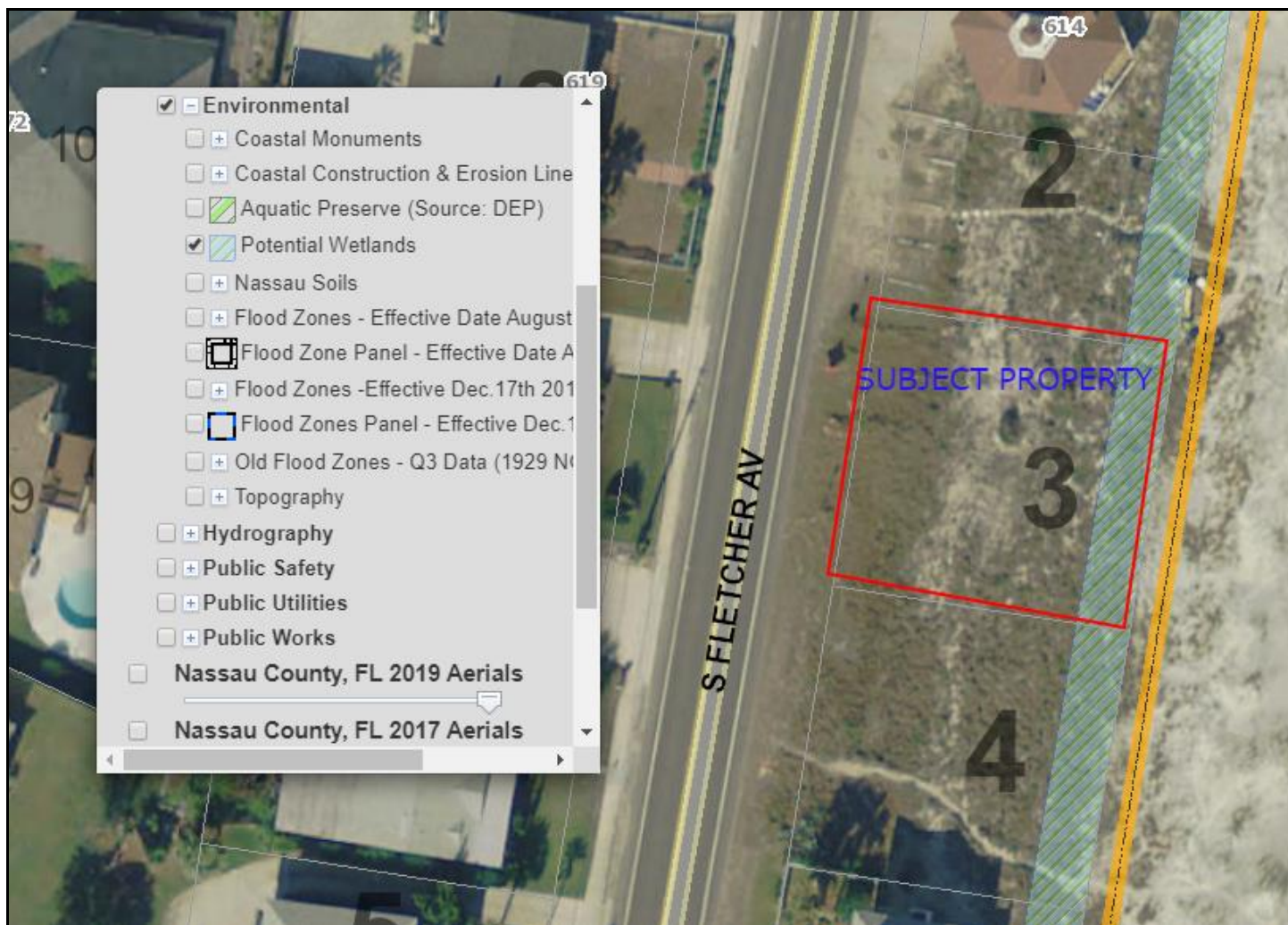
TOPOGRAPHY





STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

WETLANDS





STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

STORM SURGE ZONE (COASTAL HIGH HAZARD AREA DEFINED AS CATEGORY 1 ZONE)





STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

APPLICATION FOR FUTURE LAND USE MAP + ZONING AMENDMENTS
NON-CITY OWNED PARCELS

*** All required application materials have been received. All fees have been paid. All required notices have been made. All copies of required materials are part of the official record and have been made available on the City's website and at the Department of Planning and Conservation. ***

APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:	00-00-31-1800-0067-0050 NASSAU COUNTY				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change (In accordance with action directed under Ord. 2019-05)				
LOCATION AND DESCRIPTION OF SITE:	DADE STREET Vacant/ Undisturbed				
CURRENT LAND USE + ZONING:	Medium Density Residential R-2				
PROPOSED LAND USE + ZONING:	Conservation + CON				
EXISTING USES ON SITE:	Vacant/ Undisturbed				
PROPERTY SIZE:	.22				
ENVIRONMENTAL CHARACTERISTICS:	<u>Flood zone</u>	<u>Potential Wetlands</u>	<u>Avg. Topography</u>	<u>Soil Type</u>	<u>Coastal Upland Protection Zone</u>
	X & AE9	NO	8'-14'	Soil ID: 31Kershaw Fine Sand. 2 to 8 Percent Slopes; Soil ID: 28 Tisonia Mucky Peat, Tidal	NO
ADJACENT PROPERTIES:	<u>Direction</u>	<u>Existing Use(s)</u>	<u>Year Built</u>	<u>Zoning</u>	<u>FLUM</u>
	North	Utilities	N/A	R-2	Medium Density Residential
	South	Single Fam	1952	R-2	Medium Density Residential
	East	Vacant	N/A	R-2	Medium Density Residential
	West	Vac Govern	N/A	R-2	Medium Density Residential



STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

APPLICABLE COMPREHENSIVE PLAN POLICIES:	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering); 1.07.15 (conservation land use category); Objective 5.08 (Wetlands Protection and Preservation) and all policy statements which follow; Objective 5.10 (Wildlife Planning) and specific policies 5.10.01, 5.10.02, 5.10.05 5.14.09 (development standards for environmentally sensitive and conservation lands); Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands); 6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) Reference: www.fbfl.us/Compplan
APPLICABLE LAND DEVELOPMENT CODE SECTIONS:	2.00.03 (Establishment of district boundary); 2.01.20 (CON zoning district); 3.02.06 (Land Uses within Areas of Special Flood Hazard); 3.03.00 (Wetland Protection); 4.05.00 (Landscaping, Buffers, and Tree Protection); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) Reference: www.fbfl.us/LDC
STAFF RECOMMENDATION:	Staff notes that Nassau County Board of County Commissioners issued a recommendation to retain the existing Medium Density Residential/ R-2 zoning on the property for purposes meeting affordable housing needs. (Reference email from Ms. Burke, dated 12/5/2019). Staff finds the requested amendments to be sufficiently compliant with the Comprehensive Plan, Land Development Code, and established City Commission Goal to increase conservation land use and zoning acreage. Staff recommends approval of the request.

Submitted by:

Kelly N. Gibson, AICP
Director

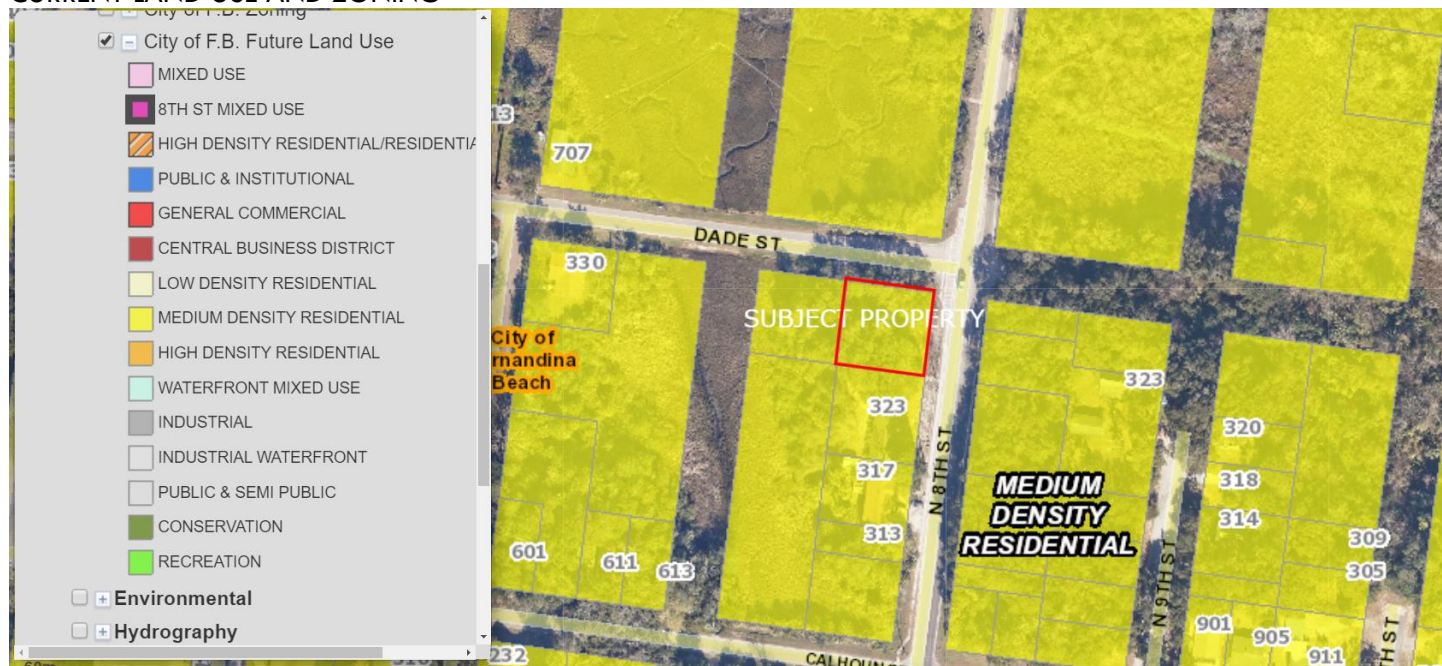


STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

PROPERTY BOUNDARY



CURRENT LAND USE AND ZONING

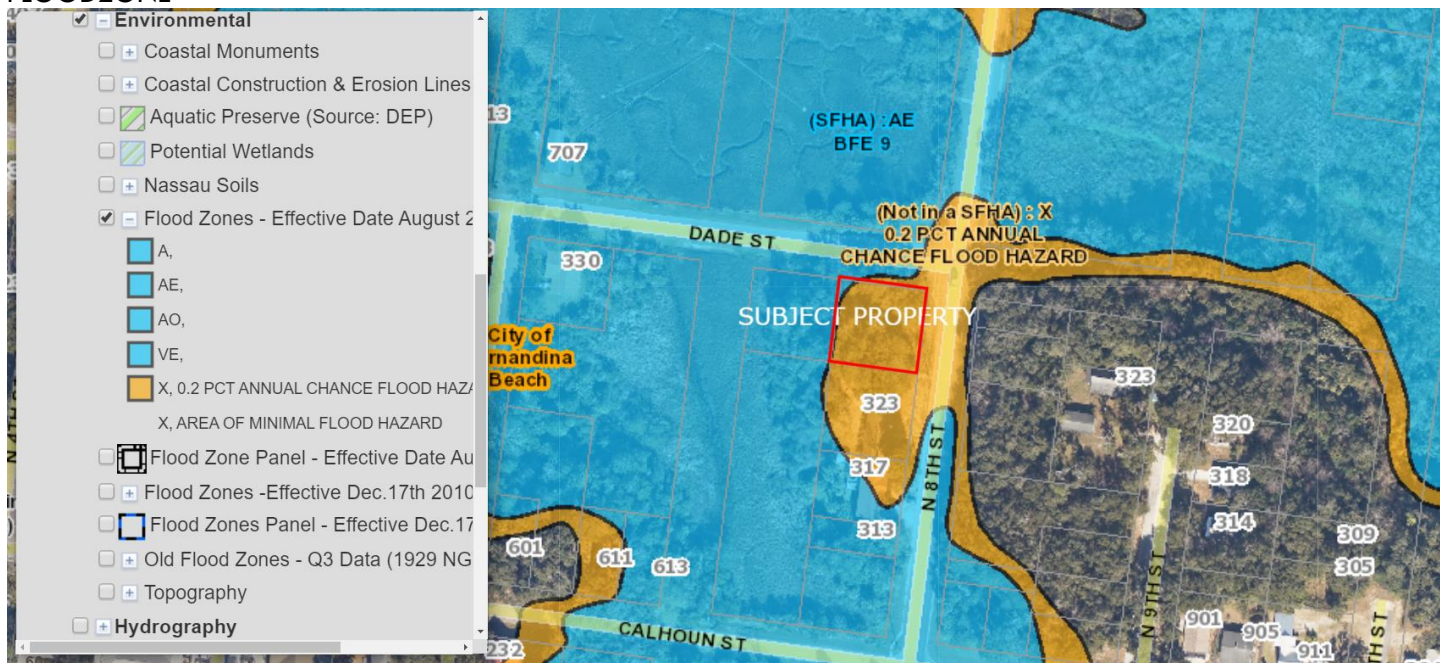




STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019



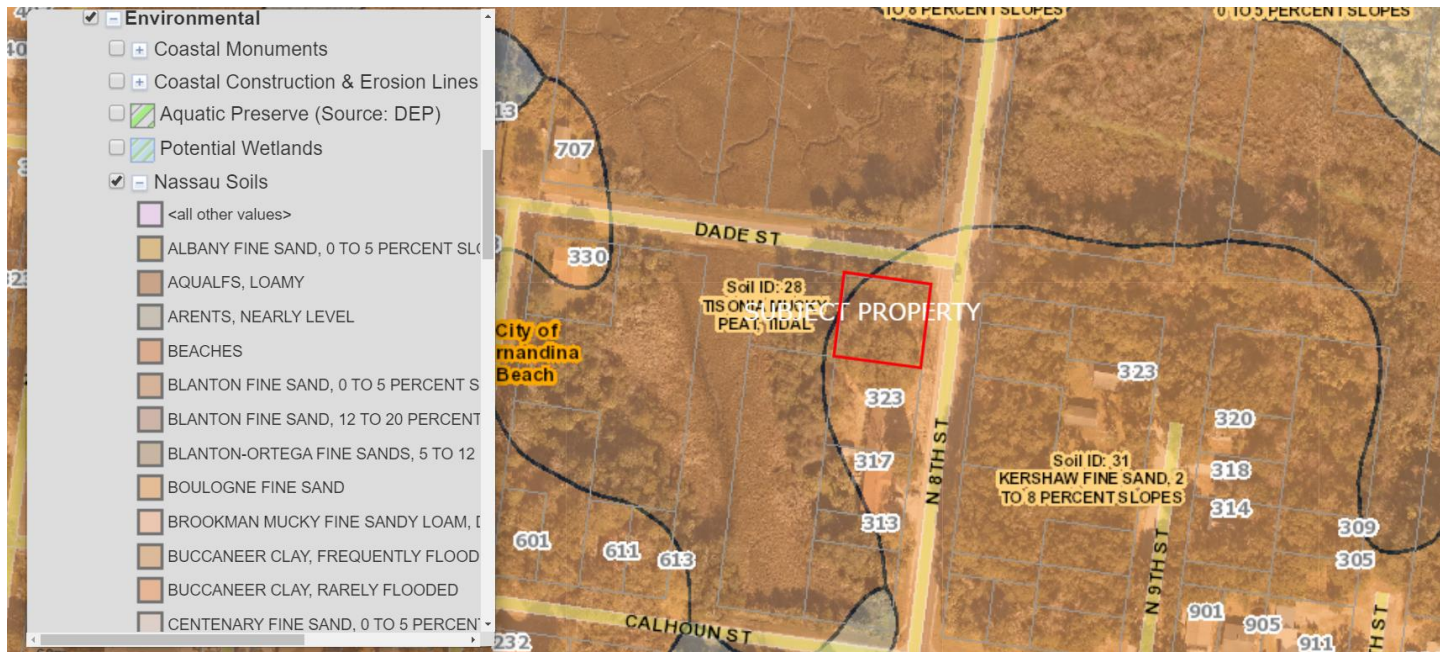
FLOODZONE



SOILS



STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019



TOPOGRAPHY



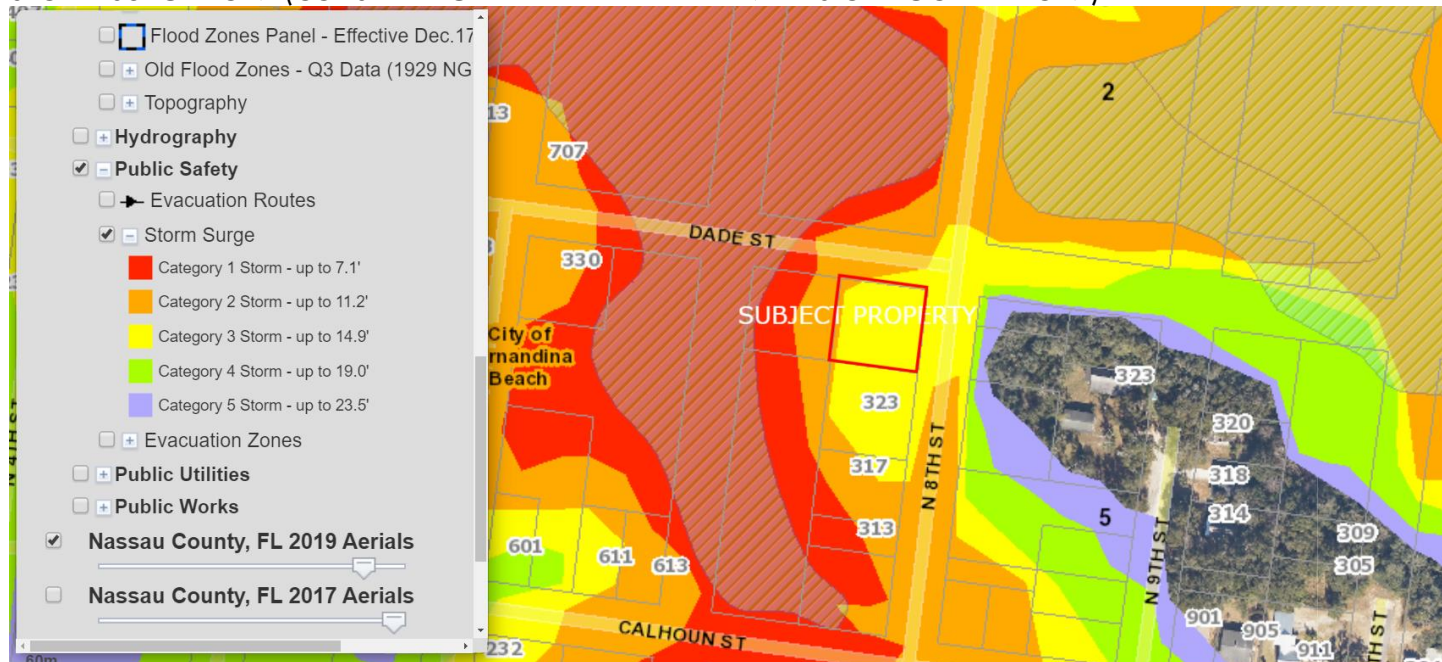


STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

WETLANDS



STORM SURGE ZONE (COASTAL HIGH HAZARD AREA DEFINED AS CATEGORY 1 ZONE)



Kelly Gibson

From: Adrienne Burke <aburke@nassaucountyfl.com>
Sent: Thursday, December 5, 2019 8:45 AM
To: Kelly Gibson
Cc: Taco Pope; Valerie Feinberg; Abigail Weiss; Kailey Saver
Subject: BOCC Input - County Land Rezoning/FLUM Amendments

Good morning Kelly!

Yesterday the BOCC reviewed the four County parcels proposed for City rezoning/FLUM amendments. Their motions were as follows:

- 00-00-31-1520-008-0030 (S. Fletcher parcel) – Motion to support change to Recreation/Recreation.
 - Commissioner Leeper commented that Commissioner Ross told him he would not support recreation at this site and it should be conservation. I was asked to find out if this reflects the Commission direction as a whole or if this is an individual opinion.
- 00-00-31-1800-0067-0040 (Interior Dade St. parcel) – Motion to support change to Conservation/Conservation.
- 00-00-31-1800-0067-0050 (Corner Dade/8th parcel) – Motion to retain R2/MDR. This property is eligible for consideration as surplus property for housing. The County EHAC is currently going through the process of identifying County-owned land that would be eligible for surplus compliant with the state statutory requirements for identifying surplus lands for housing.
- 00-00-31-1800-0034-0050 (Calhoun St. parcel) – Motion to support change to Conservation/Conservation.

Please keep me updated on the process so I can relay information back to them. Thank you!

Adrienne Burke, AICP, Esq. | Director

Nassau County | Planning + Code Enforcement

96161 Nassau Place | Yulee, FL 32097

P: (904) 530-6329 E: aburke@nassaucountyfl.com



Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, please do not send electronic mail to this entity. Instead, please contact this office by phone or in writing.

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Ordinance 2020-25
Future Land Use Map Amendment - City Owned Properties

ITEM TYPE: Ordinances (w/ fiscal impact)

REQUESTED ACTION: Consider Ordinance 2020-25 at First Reading.

SYNOPSIS: Actions for Future Land Use Map and Zoning Map Amendments consistent with the City Commission Goal to increase conservation land use and zoning acreage. Staff recommends approval of the request.

FISCAL IMPACT: Fiscal impact will be the elimination of development for residential and non-residential purposes.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission approve proposed Ordinance 2020-25 at First Reading.

Dale L. Martin, City Manager 7/10/2020

Pauline Testagrose, Comptroller 7/13/2020

Tammi E. Bach, City Attorney 7/13/2020

Kelly N. Gibson, AICP

Date: February 14, 2020

Submitted By: Kelly Gibson, AICP, Planning Director

COMMISSION ACTION: Approve

ORDINANCE 2020-25

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, CHANGING THE CITY'S FUTURE LAND USE MAP TO ADD CONSERVATION AND RECREATION LANDS FOR PROPERTIES OWNED BY THE CITY OF FERNANDINA BEACH, COLLECTIVELY TOTALING APPROXIMATELY 22.15 ACRES OF LAND; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Fernandina Beach has directed staff to seek out properties within City limits to conserve; and

WHEREAS, the Planning Advisory Board reviewed the Future Land Use Map Amendment request under PAB Case# 2019-16 at its Regular Meeting on December 11, 2019, and recommended approval; and

WHEREAS, notice of public hearing on such application was published in the News Leader, a newspaper of general circulation in Fernandina Beach, Nassau County, Florida, on November 29, 2019; and

WHEREAS, City staff found the applicant's request to be consistent with the direction of the Comprehensive Plan, specifically policies 1.01.02, 1.02.03, 1.02.04, 1.02.08, 1.02.09, and 1.07.07 and recommends approval of the applicant's request.

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

SECTION 1. The properties identified for these changes to the City's Future Land Use Map collectively total approximately 22.15 acres are identified hereto as Exhibit "A."

SECTION 2. FUTURE LAND USE MAP CHANGES. For the properties in question, the City's Future Land Use Map is hereby changed to either Conservation (CON) or Recreation (REC) based on the table provided in Exhibit "A."

SECTION 3. PROPERTIES INVOLVED. The properties identified for this change of the City's Future Land Use Map are identified as: Parcel ID number 11-3N-29-0000-0005-0000, totaling approximately 2.38 acres; Parcel ID number 00-00-31-1800-0180-0040, totaling approximately 0.15 acres; Parcel ID number 00-00-31-1800-0302-0000, totaling approximately 1.34 acres; Parcel ID number 00-00-30-021L-000D-0000, totaling approximately 0.07 acres; Parcel ID number 00-00-31-1800-0167-0170, totaling approximately 0.22 acres; Parcel ID number 00-00-31-1800-0161-0130, totaling approximately 0.23 acres; Parcel ID number 01-2N-28-0000-0002-0000, totaling approximately 2.92 acres; Parcel ID number 00-00-31-1680-0029-0050, totaling approximately 0.35 acres; Parcel ID number 00-00-31-1400-0003-0060, totaling approximately 0.47 acres; Parcel ID number 00-00-31-1800-0062-0030, totaling approximately 0.90 acres; Parcel ID number 00-00-31-1800-0217-0060, totaling approximately 1.58 acres; Parcel ID number 00-00-31-1800-0217-0010, totaling approximately 5.48 acres; Parcel ID number 00-00-31-1800-0077-0050, totaling approximately 0.45 acres; Parcel ID number 00-00-31-1680-0025-0070, totaling approximately 0.57 acres; Parcel ID number 00-00-31-128A-0PRK-0000, totaling approximately 0.14 acres; Parcel ID number 00-00-31-1800-0077-0050, totaling approximately 0.45 acres; Parcel ID number 00-00-31-1800-0062-0030, totaling approximately 0.90 acres; Parcel ID number 00-00-

31-1800-0061-0010, totaling approximately 1.61 acres; Parcel ID number 00-00-31-1800-0067-0010, totaling approximately 0.69 acres; Parcel ID number 00-00-31-128A-0010-0000, totaling approximately 0.41 acres; Parcel ID number 00-00-31-114B-0007-0010, totaling approximately 0.15 acres; Parcel ID number 00-00-31-1720-000A-0080, totaling approximately 0.23 acres; Parcel ID number 00-00-31-1681-000A-0000, totaling approximately 0.23 acres; Parcel ID number 00-00-31-1720-000A-0010, totaling approximately 0.22 acres; collectively totaling approximately 22.15 acres of land and shown on the maps, attached hereto as Exhibit "A."

SECTION 4. FUTURE LAND USE MAP CHANGE. For the properties in question, the City's Future Land Use Map is hereby changed to Conservation (CON) or RECREATION (REC).

SECTION 5. SEVERABILITY. If any section, subsection, sentence, clause, phrase of this Ordinance, or the particular application thereof, shall be held invalid by any court, administrative agency or other body with appropriate jurisdiction, the remaining sections, subsections, sentences, clauses and phrases under application shall not be affected thereby.

SECTION 6. This Ordinance shall take effect immediately after its final enactment.

ENACTED this 18th day of August, 2020.

CITY OF FERNANDINA BEACH

JOHN A. MILLER
Mayor - Commissioner

ATTEST:

APPROVED AS TO FORM AND LEGALITY:



CAROLINE BEST
City Clerk

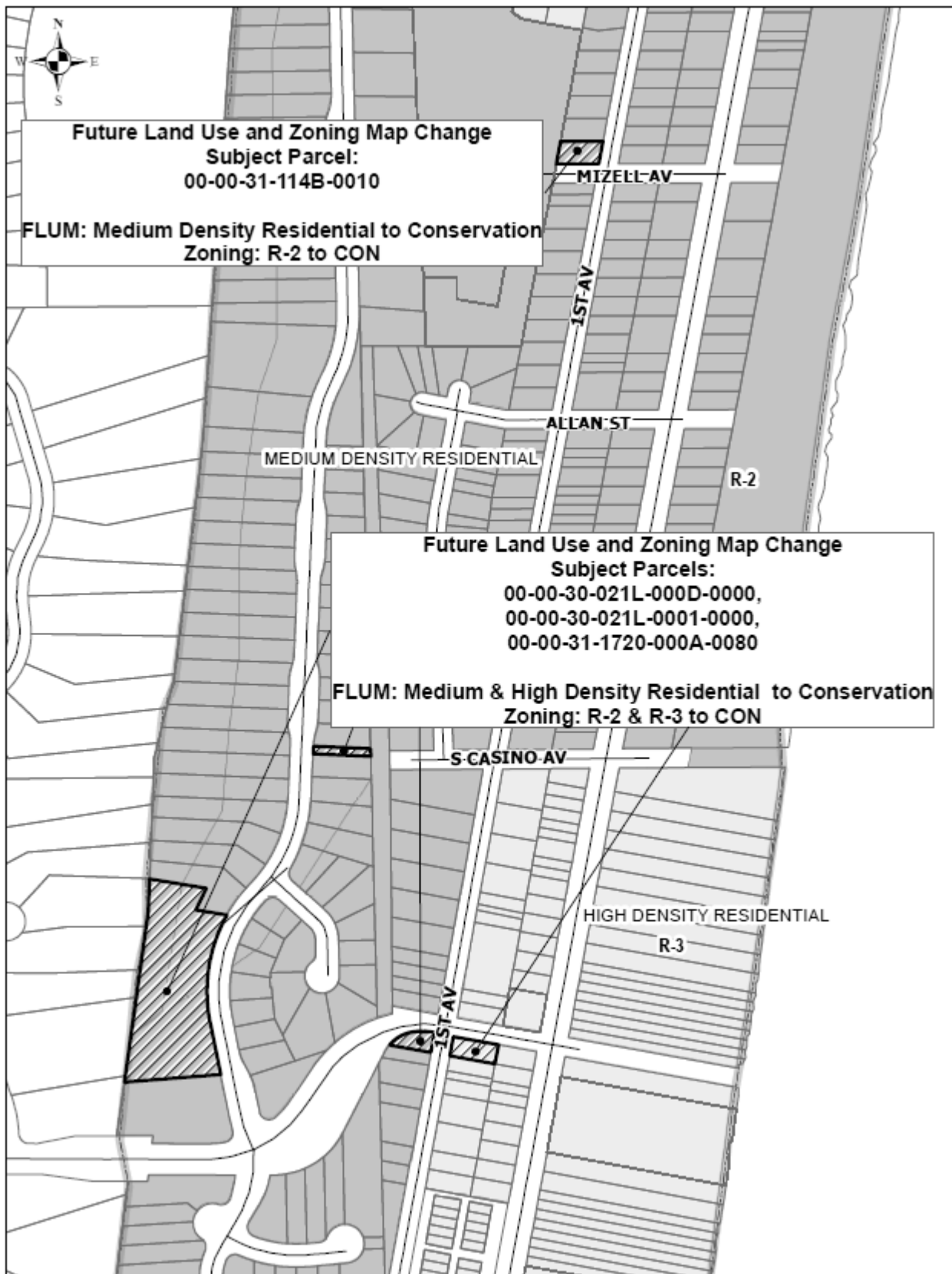
TAMMI E. BACH
City Attorney

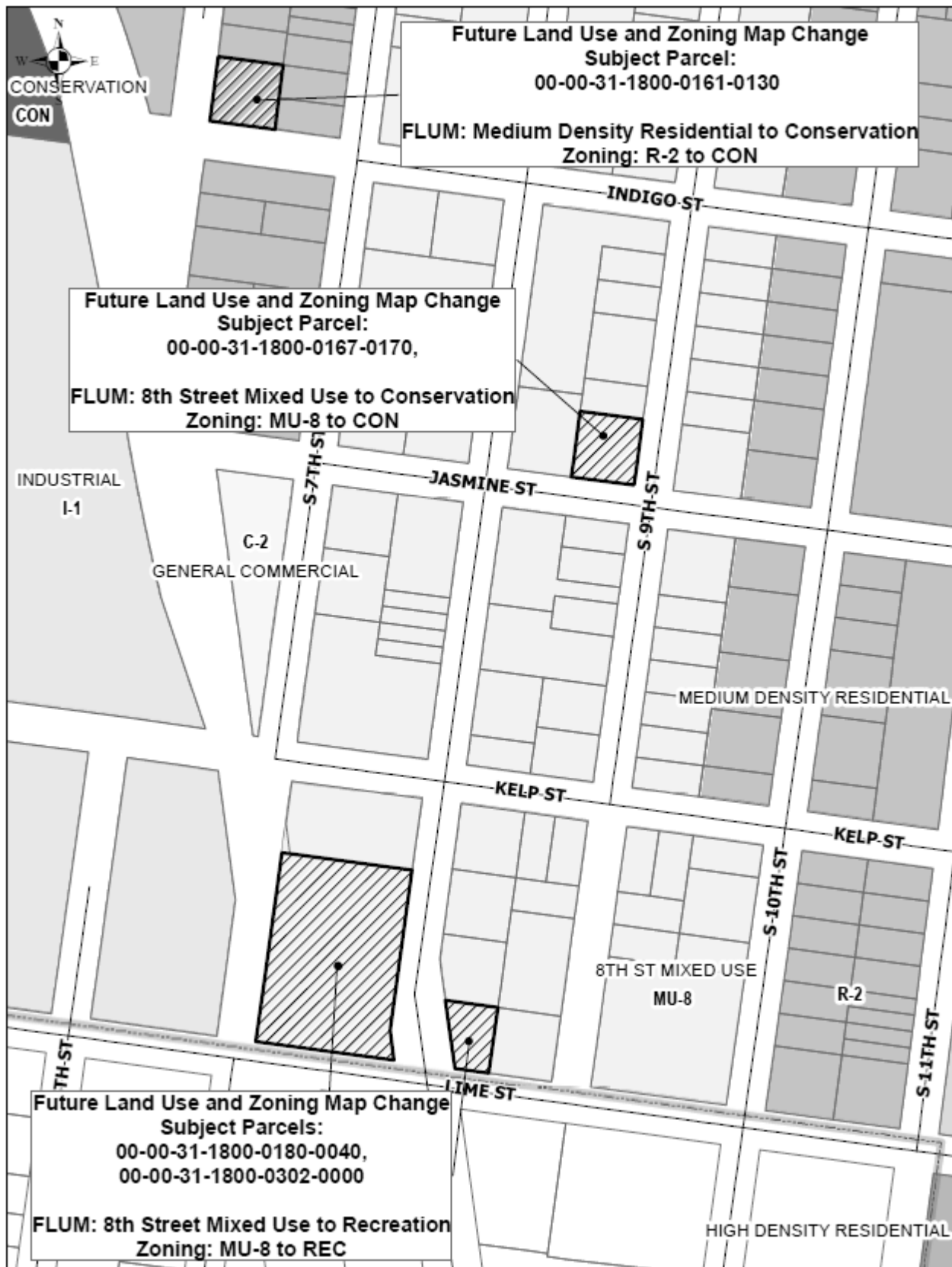
**ORDINANCE 2020-25
EXHIBIT "A"**

PARCEL NUMBER	LOCATION	FROM EXISTING ZONING	FROM EXISTING FUTURE LAND USE	ACREAGE	TO FUTURE LAND USE	TO ZONING
11-3N-29-0000-0005-0000	215.5 LIGHTHOUSE CIR	R-1	LOW DENSITY RESIDENTIAL	2.38	RECREATION	REC
00-00-31-1800-0180-0040	1198 S. 8TH ST	MU-8	8TH STREET MIXED USE	0.15	RECREATION	REC
00-00-31-1800-0302-0000	1129 S 8TH ST	MU-8	8TH STREET MIXED USE	1.34	RECREATION	REC
00-00-30-021L-000D-0000	ROBERT OLIVER AV	R-2	MEDIUM DENSITY RESIDENTIAL	0.07	LOT 2 ONLY - CONSERVATION	LOT 2 ONLY- CON
00-00-31-1800-0167-0170	S 9TH & JASMINE ST	MU-8	8TH STREET MIXED USE	0.22	CONSERVATION	CON
00-00-31-1800-0161-0130	S 6TH & INDIGO ST	R-2	MEDIUM DENSITY RESIDENTIAL	0.23	CONSERVATION	CON
01-2N-28-0000-0002-0000	ROBERT OLIVER AV	R-2	MEDIUM DENSITY RESIDENTIAL	2.92	CONSERVATION	CON
00-00-31-1680-0029-0050	OKLAWAHA AV	R-2	MEDIUM DENSITY RESIDENTIAL	0.36	CONSERVATION	CON
00-00-31-1400-0003-0060	N FLETCHER AV	R-1	LOW DENSITY RESIDENTIAL	0.47	CONSERVATION	CON
00-00-31-1800-0062-0030	N 6TH ST	R-2	MEDIUM DENSITY RESIDENTIAL	0.90	CONSERVATION	CON

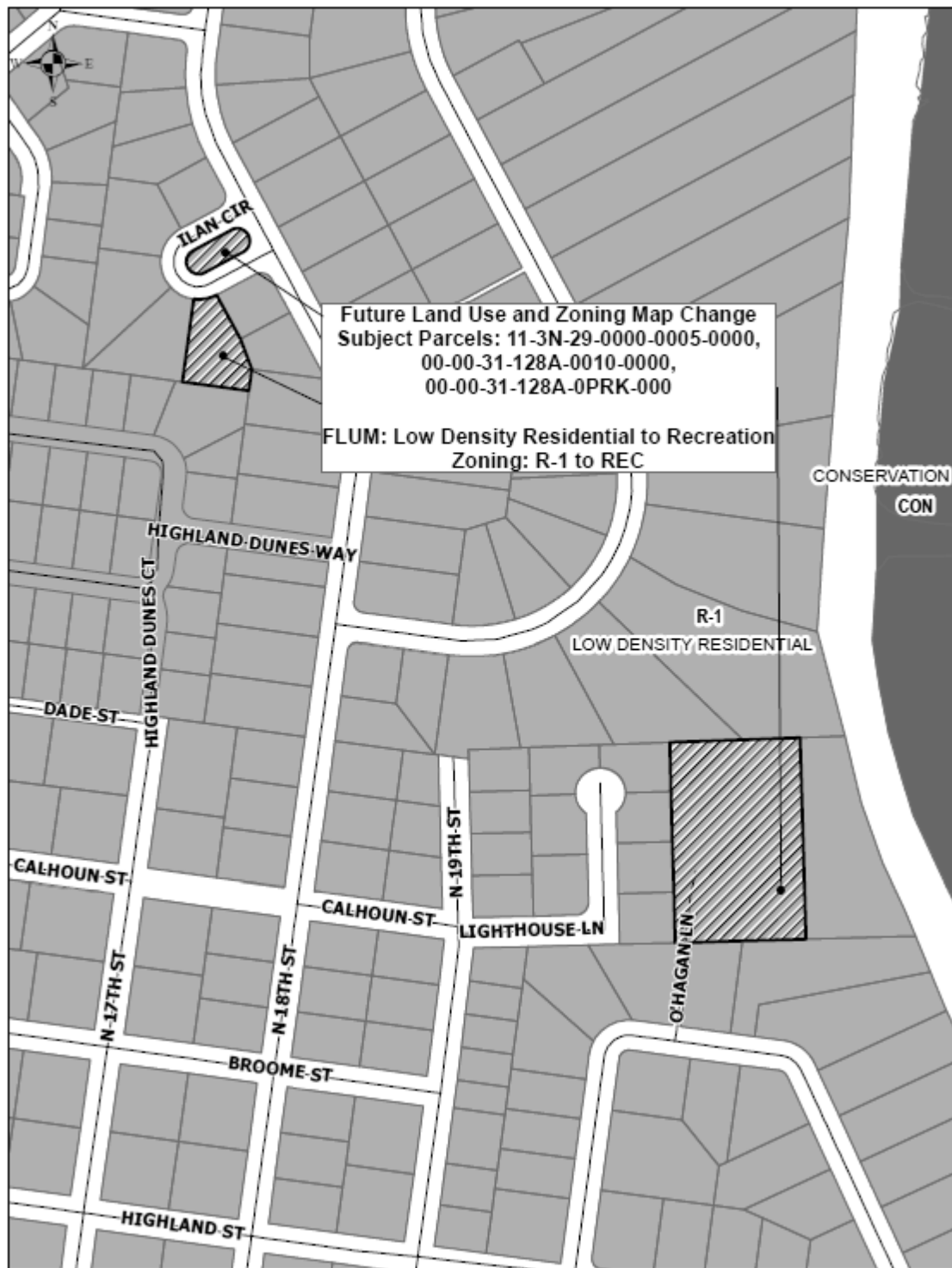
PARCEL NUMBER	LOCATION	FROM EXISTIN G ZONING	FROM EXISTING FUTURE LAND USE	ACREA GE	TO FUTURE LAND USE	TO ZONING
00-00-31- 1800-0217- 0060	N 11TH STREET	R-2	MEDIUM DENSITY RESIDENTI AL	1.58	CONSERVATIO N	CON
00-00-31- 1800-0217- 0010	N 11TH ST	R-2	MEDIUM DENSITY RESIDENTI AL	5.48	CONSERVATIO N	CON
00-00-31- 1800-0077- 0050	N 10TH ST	R-2	MEDIUM DENSITY RESIDENTI AL	0.45	CONSERVATIO N	CON
00-00-31- 1680-0025- 0070	MATANZAS AV	R-2	MEDIUM DENSITY RESIDENTI AL	0.57	CONSERVATIO N	CON
00-00-31- 128A-0PRK- 0000	ILAN CIR	R-1	LOW DENSITY RESIDENTI AL	0.14	CONSERVATIO N	CON
00-00-31- 1800-0077- 0050	DADE STREET AND N 10TH ST	R-2	MEDIUM DENSITY RESIDENTI AL	0.45	CONSERVATIO N	CON
00-00-31- 1800-0062- 0030	DADE ST	R-2	MEDIUM DENSITY RESIDENTI AL	0.90	CONSERVATIO N	CON
00-00-31- 1800-0061- 0010	DADE ST	R-2	MEDIUM DENSITY RESIDENTI AL	1.61	CONSERVATIO N	CON
00-00-31- 1800-0067- 0010	CALHOUN ST	R-2	MEDIUM DENSITY RESIDENTI AL	0.69	CONSERVATIO N	CON
00-00-31- 128A-0010- 0000	3 ILAN CIR	R-1	LOW DENSITY RESIDENTI AL	0.41	CONSERVATIO N	CON

PARCEL NUMBER	LOCATION	FROM EXISTING ZONING	FROM EXISTING FUTURE LAND USE	ACREAGE	TO FUTURE LAND USE	TO ZONING
00-00-31- 114B-0007- 0010	2569 1ST AV	R-2	MEDIUM DENSITY RESIDENTIAL	0.15	CONSERVATION	CON
00-00-31- 1720-000A- 0080	1ST AV AND SIMMONS RD	R-2/R-3	MEDIUM DENSITY + HIGH DENSITY RESIDENTIAL	0.23	CONSERVATION	CON
00-00-31- 1681-000A- 0000	1ST AV	R-1	LOW DENSITY RESIDENTIAL	0.23	CONSERVATION	CON
00-00-31- 1720-000A- 0010	1ST AV	R-2	MEDIUM DENSITY RESIDENTIAL	0.22	CONSERVATION	CON
TOTAL				22.15		









APPROVED



**MINUTES
PLANNING ADVISORY BOARD
REGULAR MEETING
DECEMBER 11, 2019**

1. CALL TO ORDER – 5:02 pm

ROLL CALL / DETERMINATION OF QUORUM

MEMBERS PRESENT:

*Mark Bennett (Vice-Chair)
Richard Clark
Jenny Schaffer (Alt 1)
Peter Stevenson*

*Victoria Robas (Alt 2)
Greg Roland (arrived at 5:49 pm)
Genece Minshew*

MEMBERS ABSENT:

OTHERS PRESENT

*Tami Bach, City Attorney
Kelly Gibson, Planning Director
Samantha Rogic, Recording Secretary*

Alternate Member Schaffer was seated as a voting member until Member Roland's late arrival.

2. APPROVAL OF MEETING MINUTES

2.1 November 13, 2019

ACTION TAKEN: A motion was made by Member Clark, seconded by Member Minshew, to approve the minutes as presented.

Motion passed by unanimous voice vote.

3. OLD BUSINESS

3.1 **LAND DEVELOPMENT CODE TEXT AMENDMENTS (PAB CASE #: 2019-07): CITY OF FERNANDINA BEACH, FLORIDA REQUESTS LAND DEVELOPMENT CODE TEXT AMENDMENTS TO MODIFY STANDARDS FOR HEIGHT ENCROACHMENTS WITHIN SECTIONS 1.07.00 ADDING OR AMENDING CERTAIN DEFINITIONS; AMENDING SECTION 4.02.03 STANDARDS FOR BUILDINGS AND BUILDING PLACEMENT AND HEIGHT WITHIN SPECIAL FLOOD HAZARD AREAS; AND SECTION 10.02.01 VARIANCES TO DISALLOW GRANTING OF VARIANCES TO EXCEED MAXIMUM BUILDING HEIGHTS AND TO DEVIATE FROM REQUIRED SIDE YARD SETBACKS FOR BUILDINGS WITHIN 800 FEET OF THE MEAN HIGH WATER MARK OF THE ATLANTIC OCEAN.**

Doug Roselle, 524 Tarpon Ave, spoke in support of limiting unnecessary allowable height encroachments.

ACTION TAKEN: A motion was made by Member Clark, seconded by Member Roland, to table the item to the January regular meeting.

Motion passed by unanimous voice vote.

ACTION TAKEN: A motion was made by Member Clark, seconded by Member Minshew to accept staff recommendation with regard to the yellow highlighted language and 10.02.01 Sub 11 and 12 which are additions.

Motion passed by unanimous voice vote.

4. NEW BUSINESS

4.1 PAB 2019-16: Future Land Use Map and Zoning Map Amendments to Conservation and Recreation for City Owned Properties (pursuant to Ordinance 2019-05)

The following individuals spoke to the item:

Deb Harper, 835 Allen, inquired on the notice she received in the mail.

Jeff McDowell, 2820 Mantanzas, asked for clarification on which property near him is affected.

Margarete Kirkland, 1377 Plantation Point Drive, speaking on behalf of Amelia Tree Conservancy, asked for clarification on several parcels.

Barbara Smith, 923 9th Street.

ACTION TAKEN: A motion was made by Member Roland, seconded by Member Clark, to approve PAB 2019-16 as presented.

Motion passed by unanimous voice vote.

4.2 PAB 2019-17: Future Land Use Map and Zoning Map Amendments for Non-City owned lands to Conservation and Recreation (pursuant to Ordinance 2019-05)

Marine St & Marine St:

The following individuals spoke to the item:

James O'Conner, 703 Garden Street, has a lease with CSX

Brad O'Conner, 2440 Lyndale Road, has a lease with CSX

Eric Oliver, 706 Someruelus, has a lease with CSX

Jennifer Harrison, 820 Someruelus St, spoke to the significant history of the bluff.

Member Stevenson motioned for no action to be taken on the two parcels identified to keep as industrial waterfront. Member Minshew seconded.

Upon further discussion, Member Stevenson withdrew his motion.

ACTION TAKEN: A motion was made by Member Roland, seconded by Member Clark, to postpone the CSX parcels to the March Regular meeting to give Staff time to meet with CSX.

Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.

8th and Dade Street:

The following individuals spoke to the item:

Monica Cleveland, 2203 Belvedere Ave

Jill McCarthy, 2120 Belvedere Ave

ACTION TAKEN: A motion was made by Member Clark, Seconded by Member Stevenson, to approve Staff's recommendation of all non-city owned parcels, with the exception of the CSX properties as discussed and the parcel located on the corner of Dade and 8th Street (00-00-31-1800-0067-0050).

Vote upon passage of the motion was taken b y ayes and nays and being all ayes, carried.

5. BOARD BUSINESS

5.1 Review Draft Amendments to PAB Bylaws

Members of the Board discussed.

ACTION TAKEN: A motion was made by Member Minshew, seconded by Member Roland, to approve the bylaws as amended and presented.

Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.

The Board then unanimously agreed by voice vote, to vote on the final approval at the January 2020 regular meeting.

6. STAFF REPORT

7. PUBLIC COMMENT

8. ADJOURNMENT – 7:54 PM


Samantha Rogic, Recording Secretary


Mark Bennett, Vice-Chair



STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

APPLICATION FOR FUTURE LAND USE MAP + ZONING AMENDMENTS
CITY OWNED PARCELS

*** All required application materials have been received. All fees have been paid. All required notices have been made. All copies of required materials are part of the official record and have been made available on the City's website and at the Department of Planning and Conservation. ***

APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:		00-00-31-1681-000A-0000 AND CITY OF EERNANDINA BEACH				
APPLICANT/AGENT:		City of Fernandina Beach				
REQUESTED ACTION:		Future Land Use Map Amendment and Zoning Map Change (In accordance with action directed under Ord. 2019-05)				
LOCATION AND DESCRIPTION OF SITE:		1 st Avenue & Bill Melton Road				
CURRENT LAND USE + ZONING:		Low Density Residential + R-1				
PROPOSED LAND USE + ZONING:		Conservation + CON				
EXISTING USES ON SITE:		Utility Lift Station				
PROPERTY SIZE:		0.23 Acres				
ENVIRONMENTAL CHARACTERISTICS:		<u>Flood zone</u>	<u>Potential Wetlands</u>	<u>Avg. Topography</u>	<u>Soil Type</u>	<u>Coastal Upland Protection Zone</u>
		X : Not SFHA	N/A	15'	Fripp Fine Sand Rolling	Yes
ADJACENT PROPERTIES:		<u>Direction</u>	<u>Existing Use(s)</u>	<u>Year Built</u>	<u>Zoning</u>	<u>FLUM</u>
		North	Residential	1992	R-1	LDR
		South	Residential	1986	R-1	LDR
		East	Residential	1984	R-1	LDR
		West	Residential	1984	R-1	LDR
APPLICABLE COMPREHENSIVE PLAN POLICIES:		1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering); 1.07.15 (conservation land use category); Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands); 6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools)				
Reference: www.fbfl.us/Compplan						



STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

APPLICABLE LAND DEVELOPMENT CODE SECTIONS:	2.00.03 (Establishment of district boundary); 2.01.20 (CON zoning district); 4.05.00 (Landscaping, Buffers, and Tree Protection); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) Reference: www.fbfl.us/LDC
STAFF RECOMMENDATION:	Staff finds the requested amendments to be sufficiently compliant with the Comprehensive Plan, Land Development Code, and established City Commission Goal to increase conservation land use and zoning acreage. Staff recommends approval of the request.

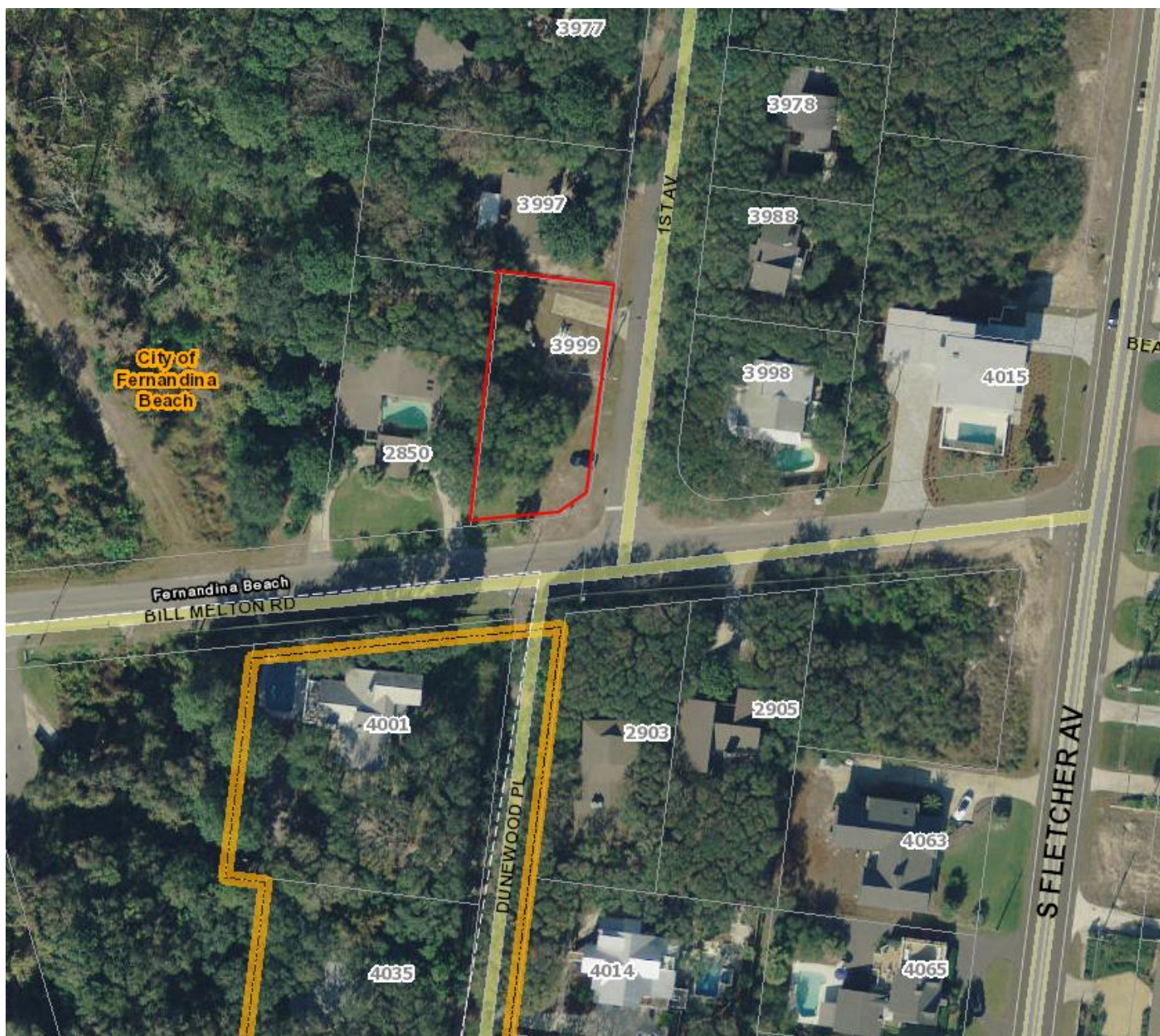
Submitted by:

Kelly N. Gibson, AICP
Director



STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

PROPERTY BOUNDARY





STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

CURRENT LAND USE AND ZONING

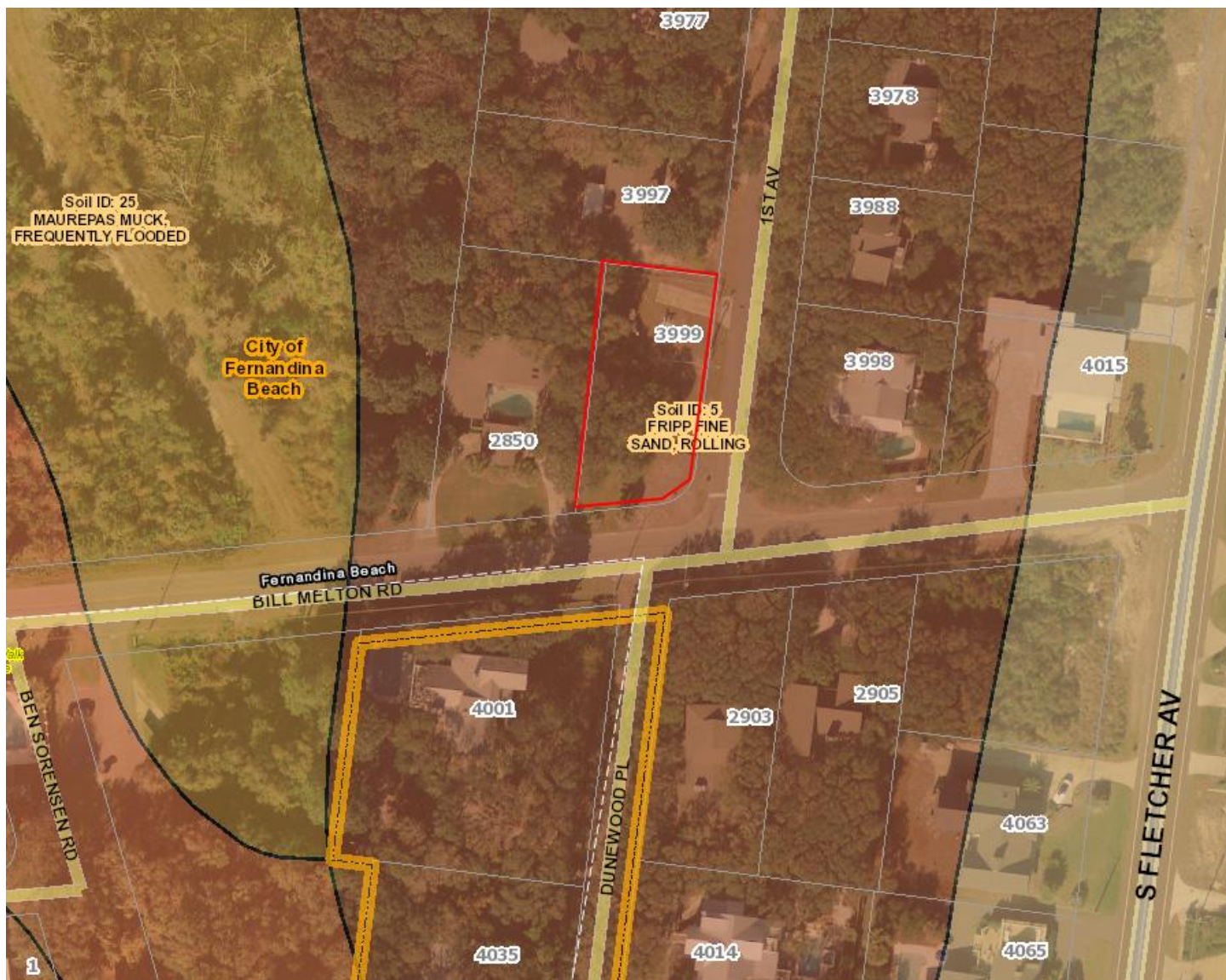






STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

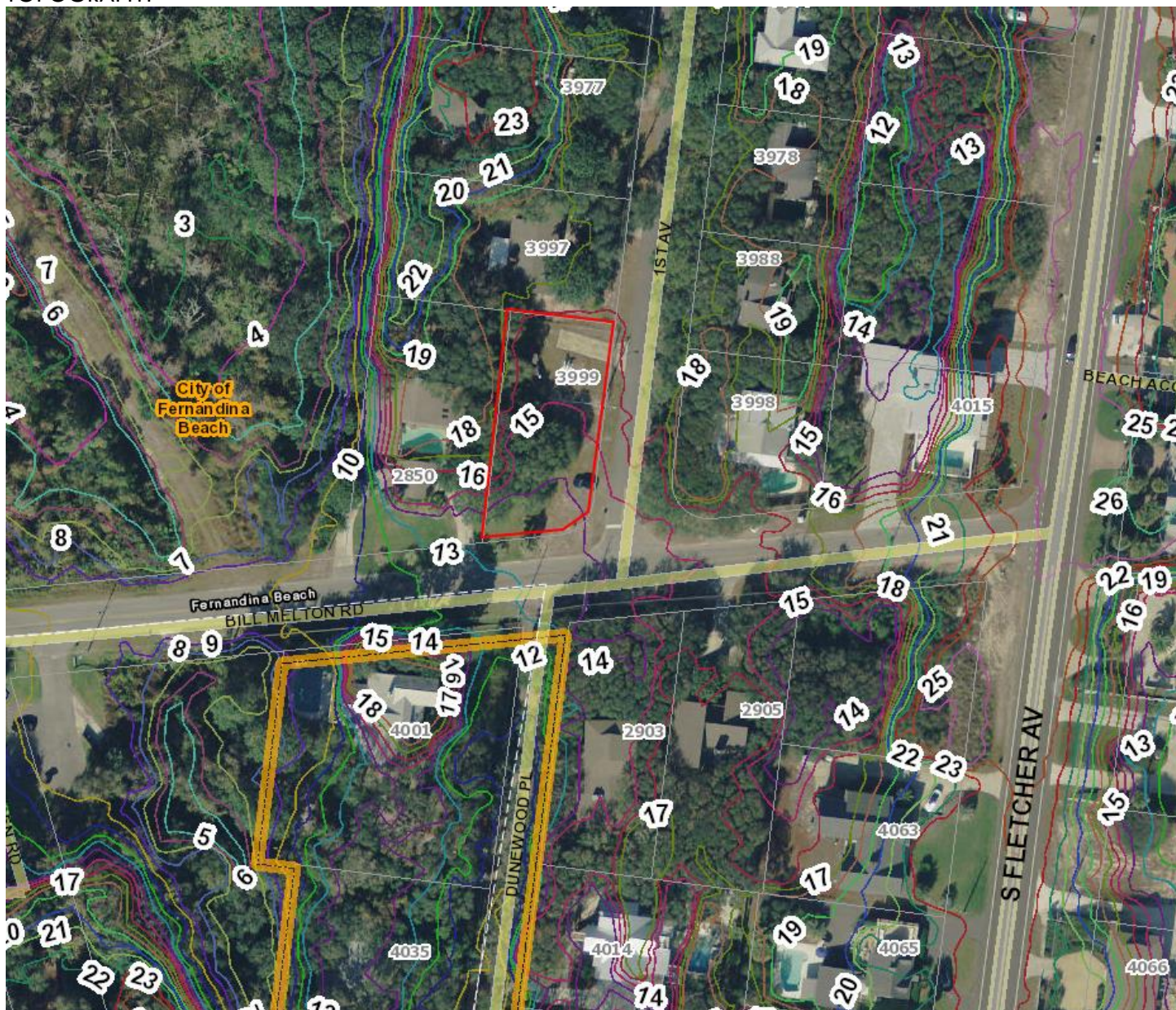
SOILS





STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

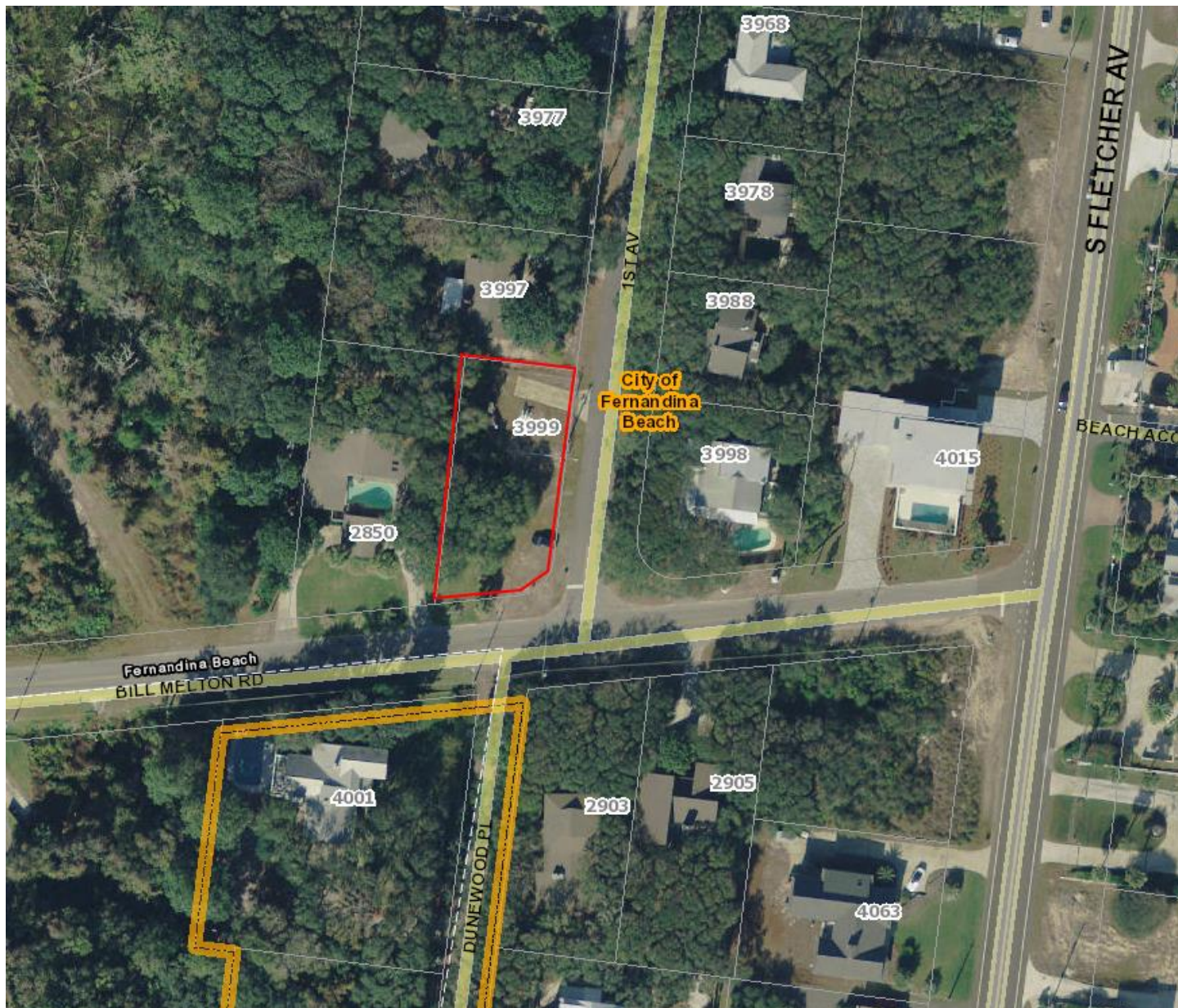
TOPOGRAPHY





STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

WETLANDS – Not applicable.





STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

STORM SURGE ZONE (COASTAL HIGH HAZARD AREA DEFINED AS CATEGORY 1 ZONE)





STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

APPLICATION FOR FUTURE LAND USE MAP + ZONING AMENDMENTS
CITY OWNED PARCELS

*** All required application materials have been received. All fees have been paid. All required notices have been made. All copies of required materials are part of the official record and have been made available on the City's website and at the Department of Planning and Conservation. ***

APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:		00-00-31-1720-000A-0080 AND CITY OF EERNANDINA BEACH				
APPLICANT/AGENT:		City of Fernandina Beach				
REQUESTED ACTION:		Future Land Use Map Amendment and Zoning Map Change (In accordance with action directed under Ord. 2019-05)				
LOCATION AND DESCRIPTION OF SITE:		1 st Avenue and Simmons Road				
CURRENT LAND USE + ZONING:		East Side – High Density Residential + R-3 West Side – Medium Density Residential + R-3				
PROPOSED LAND USE + ZONING:		Conservation + CON				
EXISTING USES ON SITE:		Vacant				
PROPERTY SIZE:		0.23 Acres				
ENVIRONMENTAL CHARACTERISTICS:		<u>Flood zone</u>	<u>Potential Wetlands</u>	<u>Avg. Topography</u>	<u>Soil Type</u>	<u>Coastal Upland Protection Zone</u>
		X : Not SFHA	N/A	16'	Fripp Fine Sand Rolling	Yes
ADJACENT PROPERTIES:		<u>Direction</u>	<u>Existing Use(s)</u>	<u>Year Built</u>	<u>Zoning</u>	<u>FLUM</u>
		North	Residential	2000	R-2+R3	MDR+HDR
		South	Residential	1999	R-2+R-3	MDR+HDR
		East	Residential	1971	R-3	HDR
		West	Residential	1996	R-2	MDR
APPLICABLE COMPREHENSIVE PLAN POLICIES:		1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering); 1.07.15 (conservation land use category); Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands); 6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools)				
Reference: www.fbfl.us/Compplan						



STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

APPLICABLE LAND DEVELOPMENT CODE SECTIONS:	2.00.03 (Establishment of district boundary); 2.01.20 (CON zoning district); 4.05.00 (Landscaping, Buffers, and Tree Protection); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) Reference: www.fbfl.us/LDC
STAFF RECOMMENDATION:	Staff finds the requested amendments to be sufficiently compliant with the Comprehensive Plan, Land Development Code, and established City Commission Goal to increase conservation land use and zoning acreage. Staff recommends approval of the request.

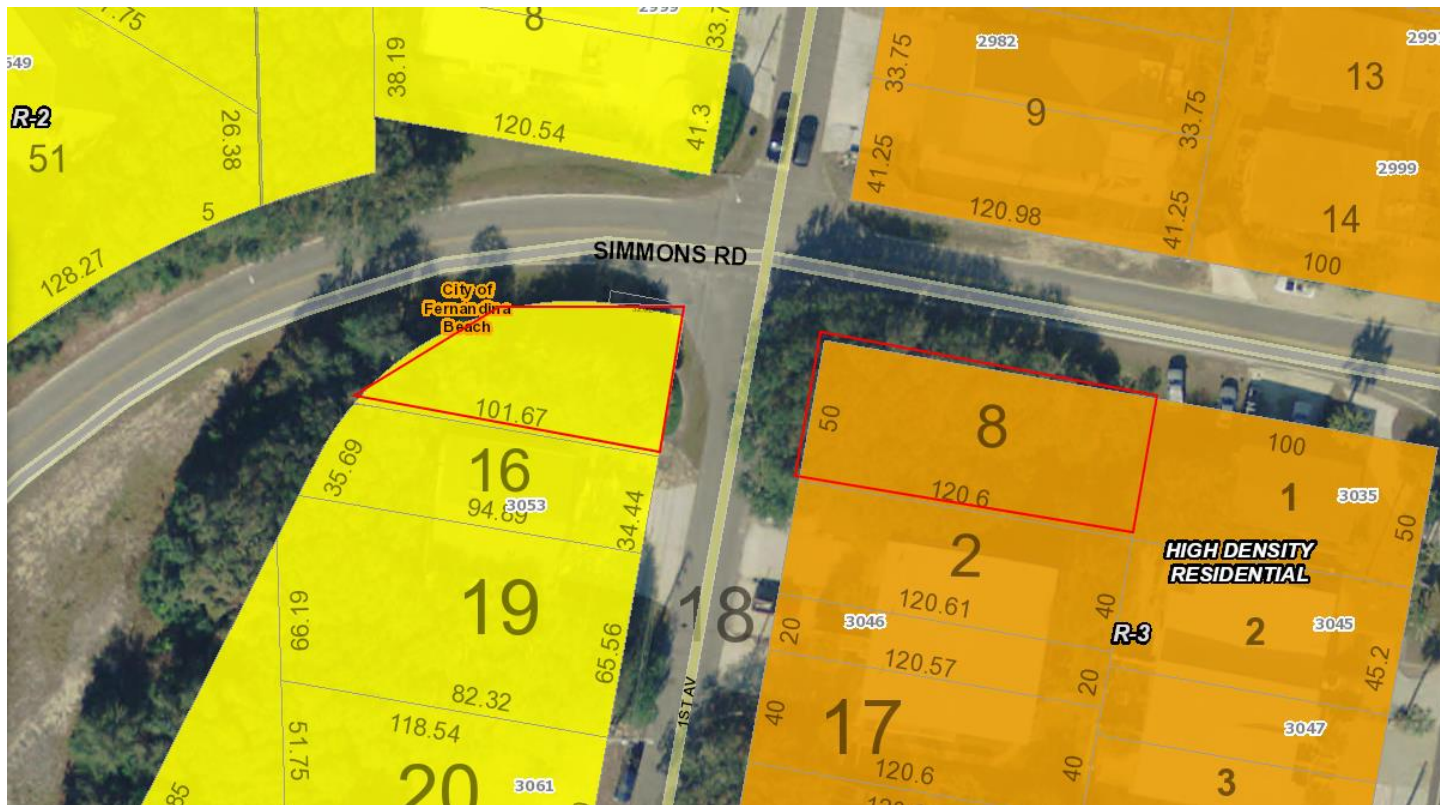
Submitted by:

Kelly N. Gibson, AICP
Director



STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

CURRENT LAND USE AND ZONING





STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

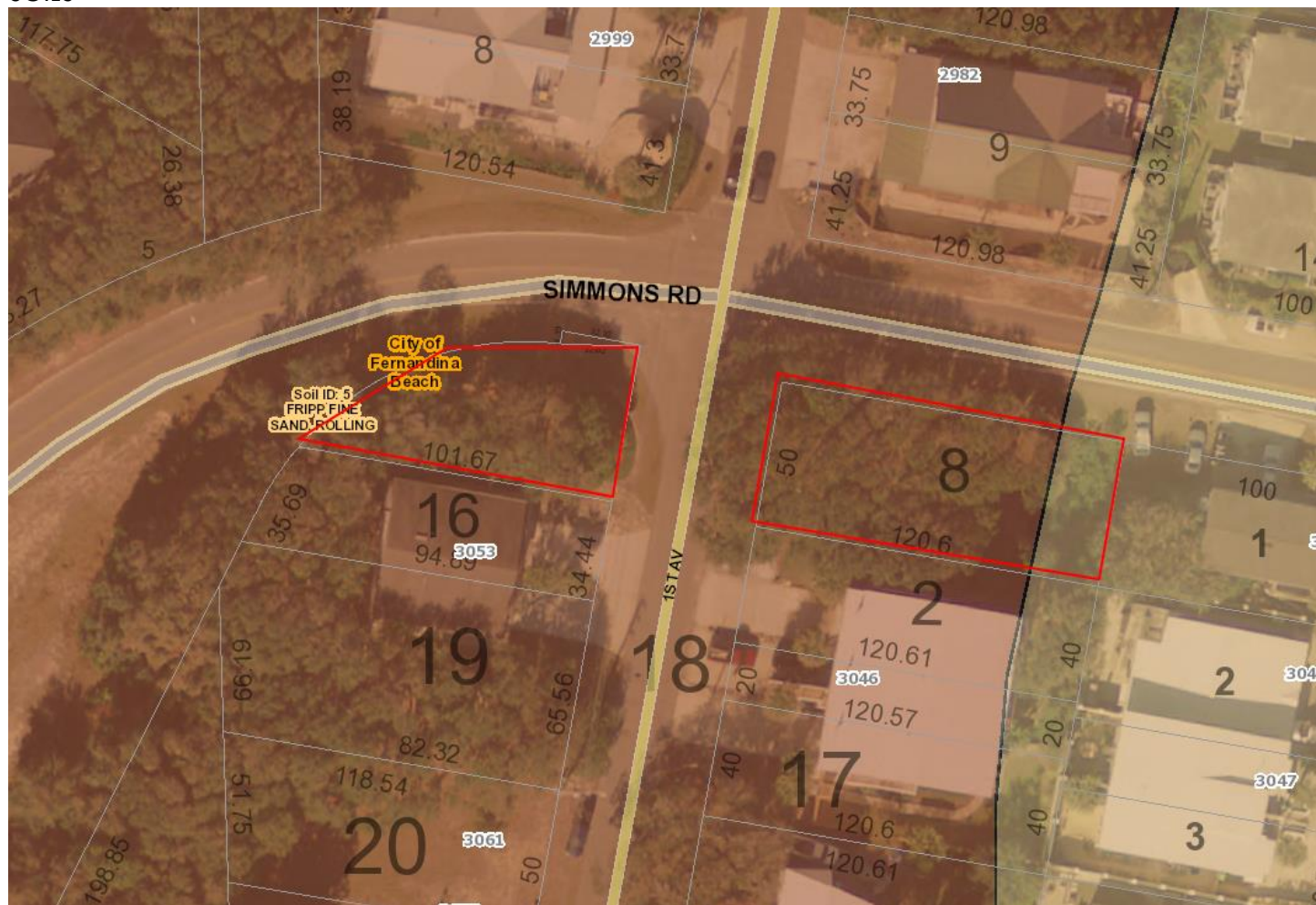
FLOODZONE





STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

SOILS





STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

TOPOGRAPHY

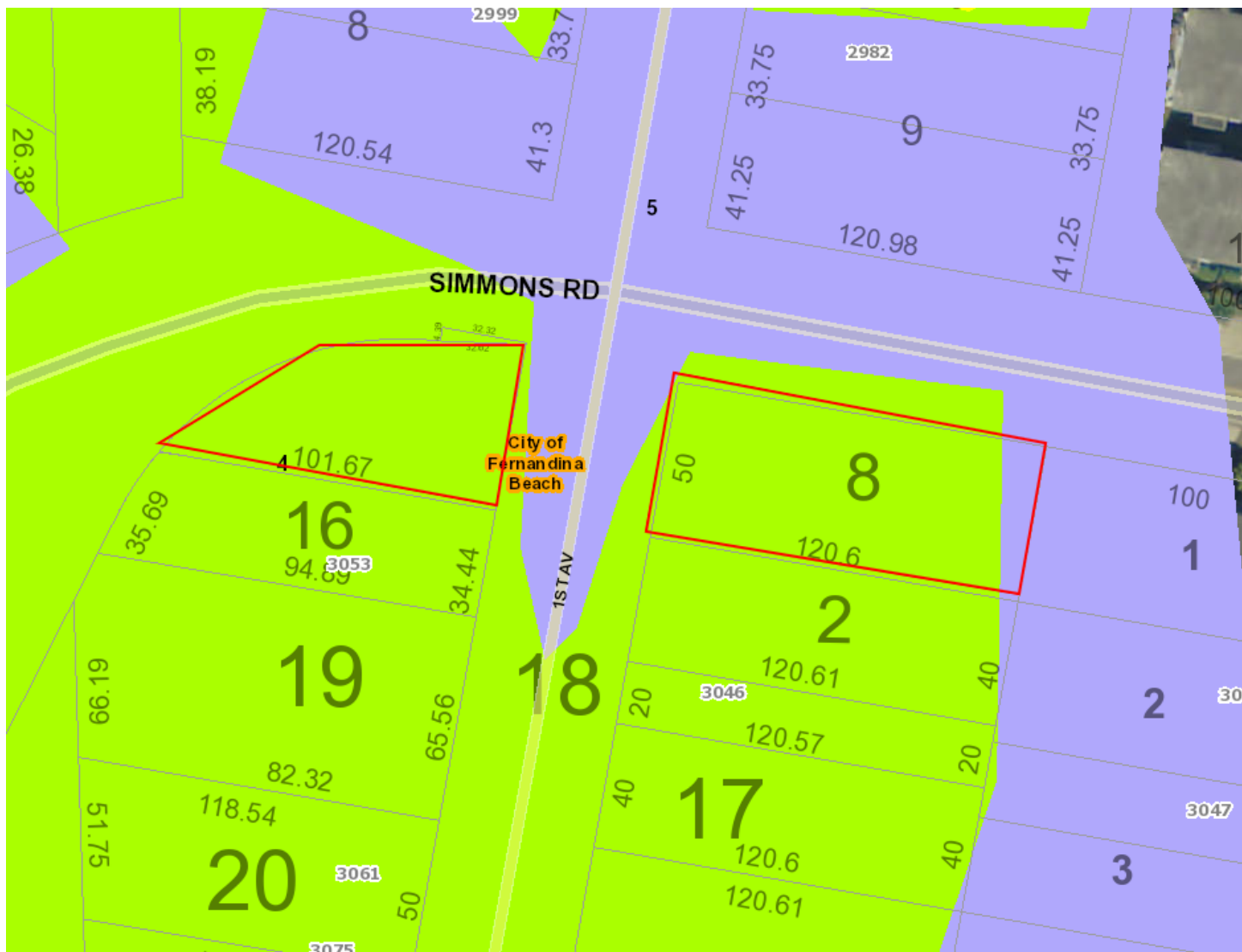


[illegible]



STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

STORM SURGE ZONE (COASTAL HIGH HAZARD AREA DEFINED AS CATEGORY 1 ZONE)





STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

APPLICATION FOR FUTURE LAND USE MAP + ZONING AMENDMENTS
CITY OWNED PARCELS

*** All required application materials have been received. All fees have been paid. All required notices have been made. All copies of required materials are part of the official record and have been made available on the City's website and at the Department of Planning and Conservation. ***

APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:	00-00-31-1800-0180-0040 AND CITY OF FERNANDINA BEACH 00-00-31-1800-0302-0000 AND CITY OF FERNANDINA BEACH				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change (In accordance with action directed under Ord. 2019-05)				
LOCATION AND DESCRIPTION OF SITE:	South 8th & Lime Street				
CURRENT LAND USE + ZONING:	8 th ST Mixed Use + MU-8				
PROPOSED LAND USE + ZONING:	Recreation + REC				
EXISTING USES ON SITE:	Vacant				
PROPERTY SIZE:	00-00-31-1800-0180-0040 – 0.15 Acres 00-00-31-1800-0302-0000 – 1.34 Acres				
ENVIRONMENTAL CHARACTERISTICS:	<u>Flood zone</u>	<u>Potential Wetlands</u>	<u>Avg. Topography</u>	<u>Soil Type</u>	<u>Coastal Upland Protection Zone</u>
	X : Not SFHA	No	15'	Urban Land	No
ADJACENT PROPERTIES:	<u>Direction</u>	<u>Existing Use(s)</u>	<u>Year Built</u>	<u>Zoning</u>	<u>FLUM</u>
	North	Retail	1973	MU-8	8 th St. MU
	South	County	-	-	-
	East	Vacant	-	MU-8	8 th St. MU
	West	Warehouse	1947	I-1	Industrial
APPLICABLE COMPREHENSIVE PLAN POLICIES:	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering); 1.07.15 (conservation land use category); Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands); 6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) Reference: www.fbfl.us/Compplan				
APPLICABLE LAND	2.00.03 (Establishment of district boundary);				



STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

DEVELOPMENT CODE SECTIONS:	2.01.20 (CON zoning district); 4.05.00 (Landscaping, Buffers, and Tree Protection); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) Reference: www.fbfl.us/LDC
STAFF RECOMMENDATION:	Staff finds the requested amendments to be sufficiently compliant with the Comprehensive Plan, Land Development Code, and established City Commission Goal to increase conservation land use and zoning acreage. Staff recommends approval of the request.

Submitted by:

A handwritten signature in blue ink that reads "Kelly N. Gibson".

Kelly N. Gibson, AICP
Director



STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

PROPERTY BOUNDARY







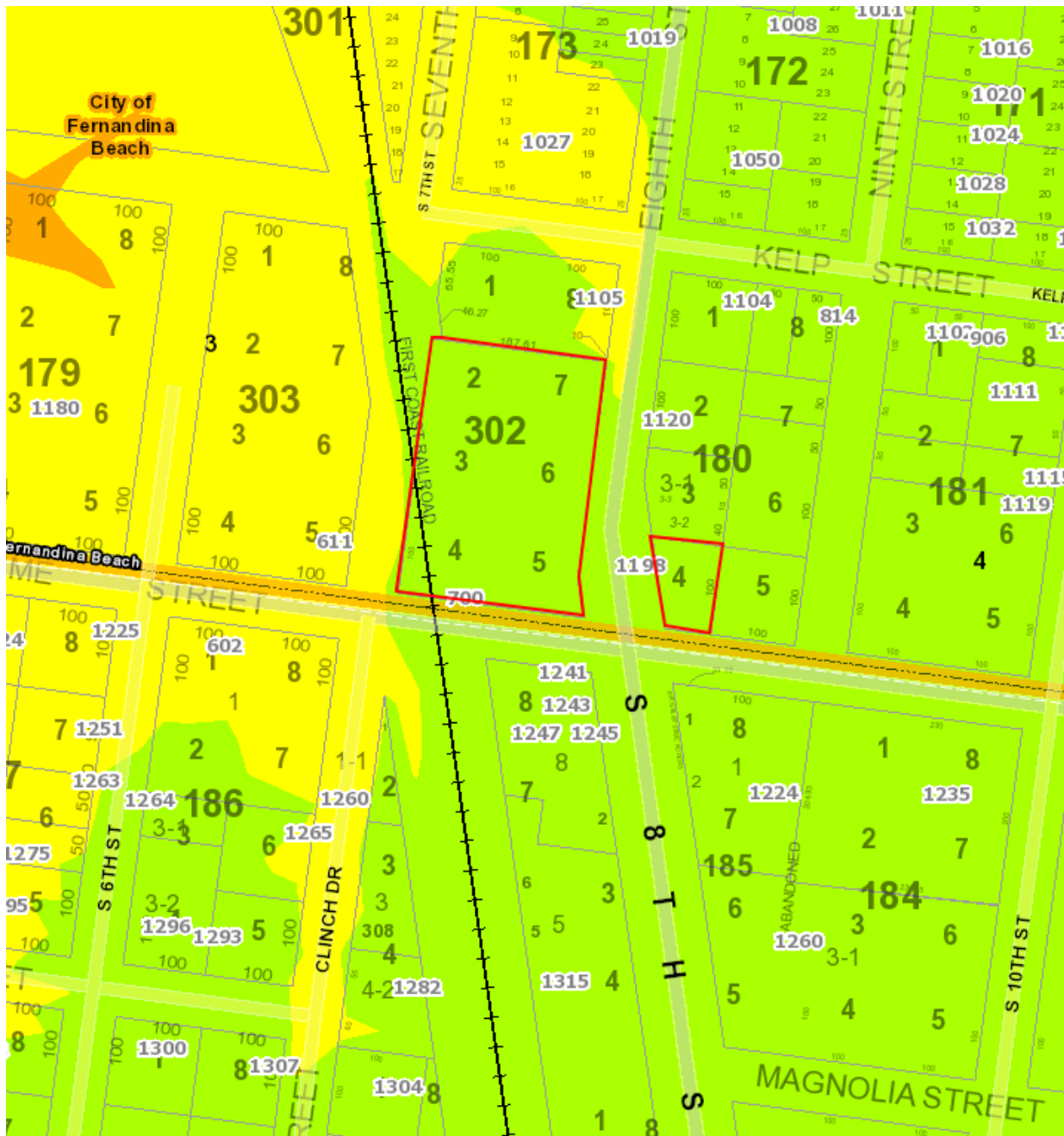
[illegible]





STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

STORM SURGE ZONE (COASTAL HIGH HAZARD AREA DEFINED AS CATEGORY 1 ZONE)





STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

APPLICATION FOR FUTURE LAND USE MAP + ZONING AMENDMENTS
CITY OWNED PARCELS

*** All required application materials have been received. All fees have been paid. All required notices have been made. All copies of required materials are part of the official record and have been made available on the City's website and at the Department of Planning and Conservation. ***

APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:	00-00-31-128A-0010-0000 00-00-31-128A-OPRK-0000 CITY OF EERNANDINA BEACH				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change (In accordance with action directed under Ord. 2019-05)				
LOCATION AND DESCRIPTION OF SITE:	ILAN CIRCLE – Vacant and Vacant with Utilities				
CURRENT LAND USE + ZONING:	Low Density Residential (LDR) and R-1 Zoning				
PROPOSED LAND USE + ZONING:	Conservation + CON				
EXISTING USES ON SITE:	Vacant/ Undisturbed				
PROPERTY SIZE:	00-00-31-128A-0010-0000: 0.41 acres 00-00-31-128A-OPRK-0000: 0.14 acres				
ENVIRONMENTAL CHARACTERISTICS:	<u>Flood zone</u>	<u>Potential Wetlands</u>	<u>Avg. Topography</u>	<u>Soil Type</u>	<u>Coastal Upland Protection Zone</u>
	X	NO	12-22 FT	FINE SANDS	NO
ADJACENT PROPERTIES:	<u>Direction</u>	<u>Existing Use(s)</u>	<u>Year Built</u>	<u>Zoning</u>	<u>FLUM</u>
	North	SF Homes	Varies	R-1	Low Density Residential (LDR)
	South	"	"	"	"
	East	"	"	"	"
	West	"	"	"	"
APPLICABLE COMPREHENSIVE PLAN POLICIES:	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering); 1.07.15 (conservation land use category); Objective 5.10 (Wildlife Planning) and specific policies 5.10.01, 5.10.02, 5.10.05; Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands) Reference: www.fbfl.us/Compplan				
APPLICABLE LAND	2.00.03 (Establishment of district boundary);				



STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

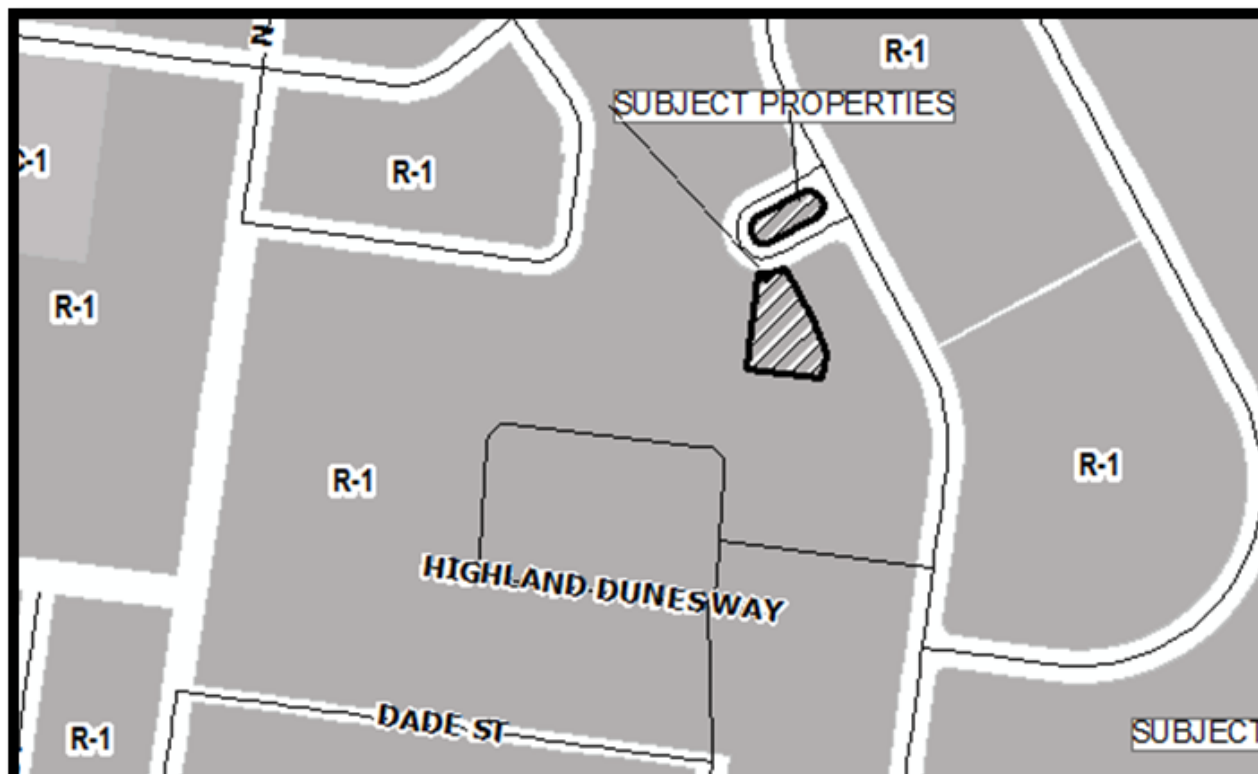
DEVELOPMENT CODE SECTIONS:	2.01.20 (CON zoning district); 4.05.00 (Landscaping, Buffers, and Tree Protection); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) Reference: www.fbfl.us/LDC
STAFF RECOMMENDATION:	Staff finds the requested amendments to be sufficiently compliant with the Comprehensive Plan, Land Development Code, and established City Commission Goal to increase conservation land use and zoning acreage. Staff recommends approval of the request.

Kelly N. Gibson, AICP
Director



STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

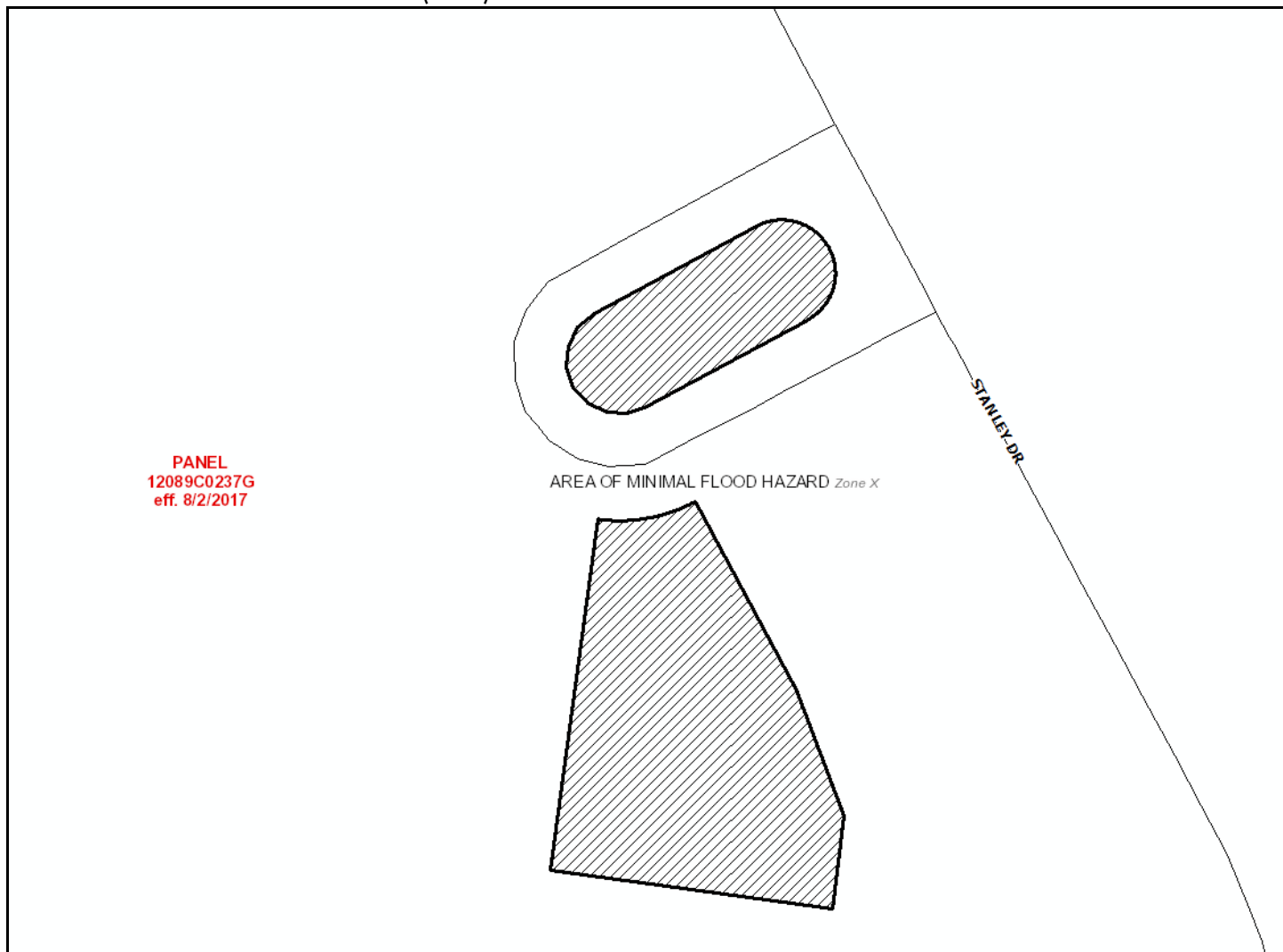
MAP OF PROPERTY BOUNDARIES AND EXISTING LAND USE MAP DESIGNATION (LOW DENSITY RESIDENTIAL -LDR)
AND ZONING DISTRICT OF LOW DENSITY RESIDENTIAL (R-1)





STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

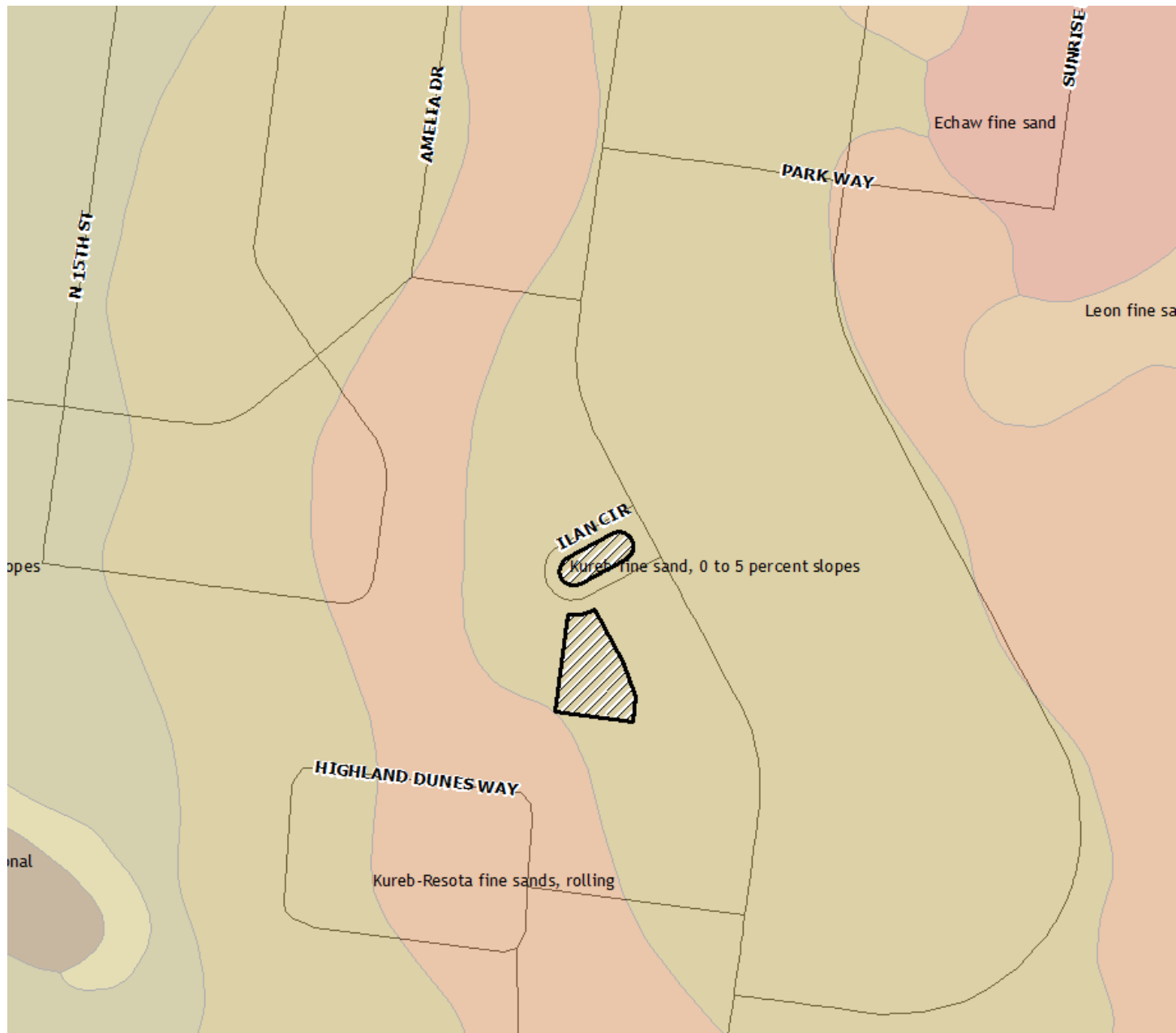
FEMA FLOOD INSURANCE RATE MAP (FIRM) FLOODZONES



SOILS MAP



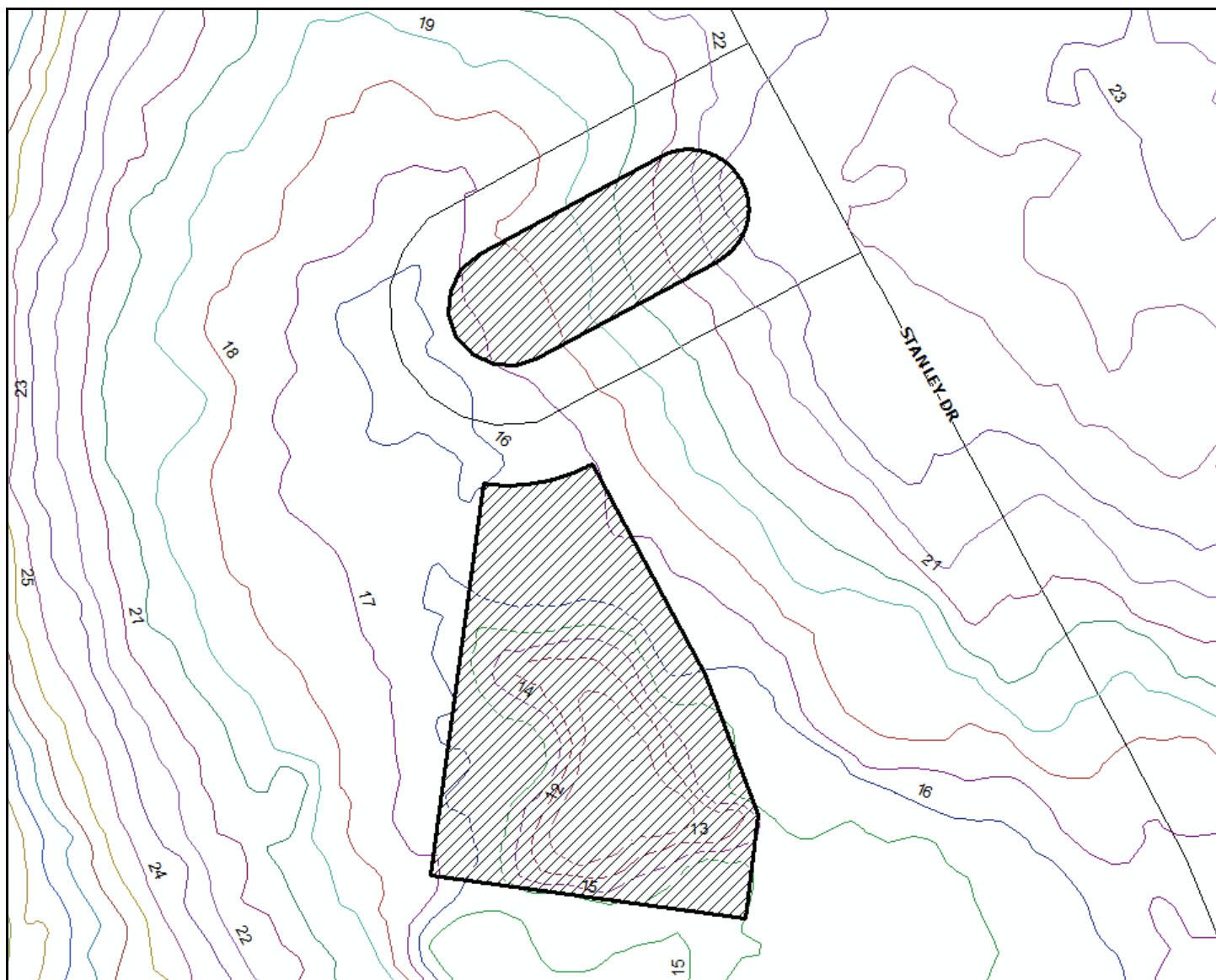
STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019





STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

TOPOGRAPHY MAP





STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

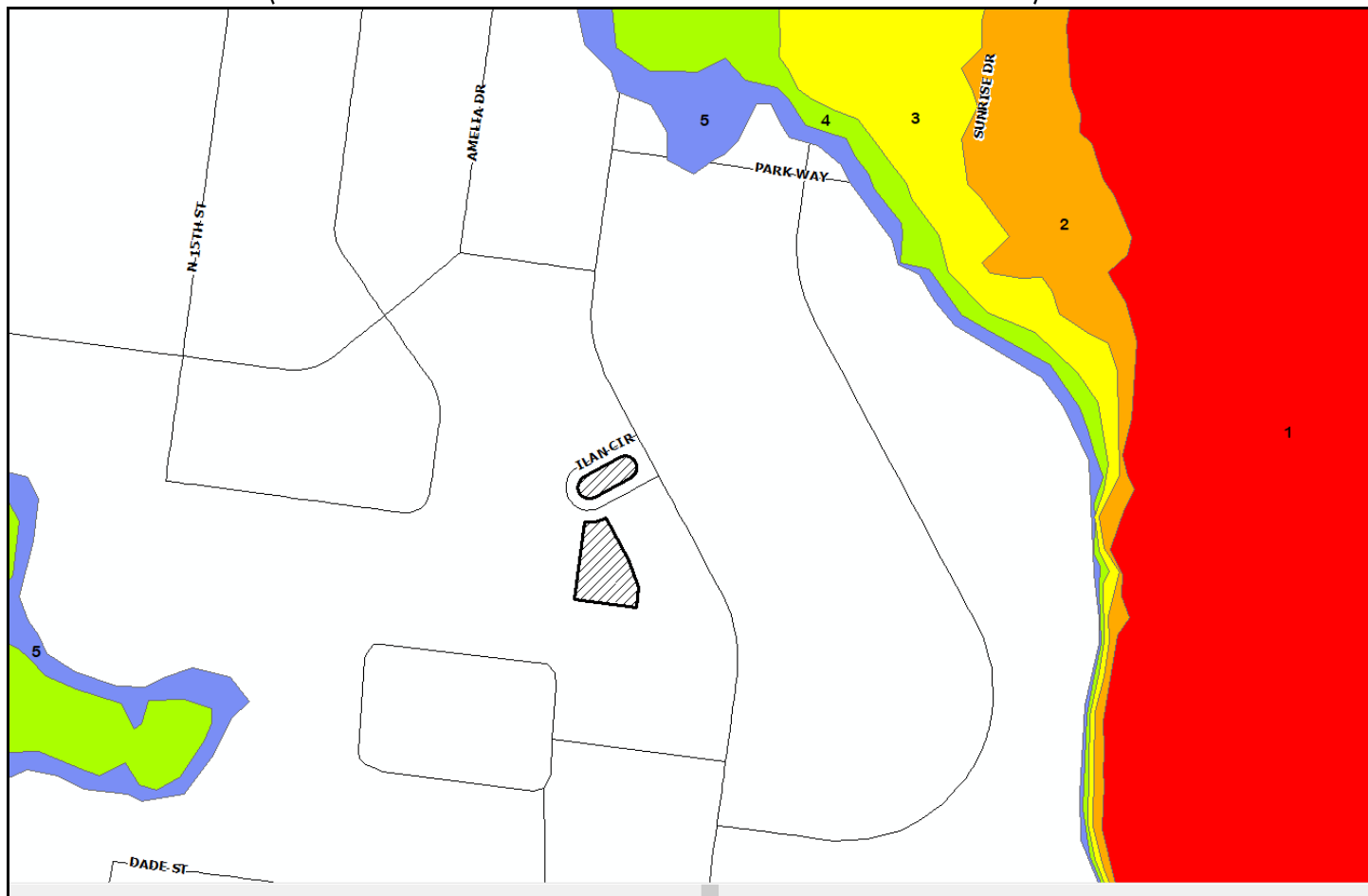
WETLANDS MAP





STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

STORM SURGE ZONE (COASTAL HIGH HAZARD AREA DEFINED AS CATEGORY 1 ZONE) MAP





STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

APPLICATION FOR FUTURE LAND USE MAP + ZONING AMENDMENTS
CITY OWNED PARCELS

*** All required application materials have been received. All fees have been paid. All required notices have been made. All copies of required materials are part of the official record and have been made available on the City's website and at the Department of Planning and Conservation. ***

APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:	00-00-31-1680-0029-0050 AND CITY OF FERNANDINA BEACH 00-00-31-1680-0025-0070 AND CITY OF FERNANDINA BEACH				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change (In accordance with action directed under Ord. 2019-05)				
LOCATION AND DESCRIPTION OF SITE:	Matanzas & Ariana Avenue				
CURRENT LAND USE + ZONING:	Medium Density Residential + R-2				
PROPOSED LAND USE + ZONING:	Conservation + CON				
EXISTING USES ON SITE:	Vacant				
PROPERTY SIZE:	00-00-31-1680-0029-0050 - 0.36 Acres 00-00-31-1680-0025-0070 - 0.57 Acres				
ENVIRONMENTAL CHARACTERISTICS:	<u>Flood zone</u>	<u>Potential Wetlands</u>	<u>Avg. Topography</u>	<u>Soil Type</u>	<u>Coastal Upland Protection Zone</u>
	AE 6	Yes	Varies 18' to 3'	Fripp Fine Sand Rolling. Maurepas Muck.	Yes
ADJACENT PROPERTIES:	<u>Direction</u>	<u>Existing Use(s)</u>	<u>Year Built</u>	<u>Zoning</u>	<u>FLUM</u>
	North	Vacant	-	R-2	MDR
	South	Vacant	-	CON	CON
	East	Residential	2002	R-2	MDR
	West	Golf Course	-	R-1	LDR
APPLICABLE COMPREHENSIVE PLAN POLICIES:	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering); 1.07.15 (conservation land use category); Objective 5.08 (Wetlands Protection and Preservation) and all policy statements which follow; Objective 5.10 (Wildlife Planning) and specific policies 5.10.01, 5.10.02, 5.10.05 5.14.09 (development standards for environmentally sensitive and conservation lands);				



STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

	Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands); 6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) Reference: www.fbfl.us/Compplan
APPLICABLE LAND DEVELOPMENT CODE SECTIONS:	2.00.03 (Establishment of district boundary); 2.01.20 (CON zoning district); 3.02.06 (Land Uses within Areas of Special Flood Hazard); 3.03.00 (Wetland Protection); 4.05.00 (Landscaping, Buffers, and Tree Protection); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) Reference: www.fbfl.us/LDC
STAFF RECOMMENDATION:	Staff finds the requested amendments to be sufficiently compliant with the Comprehensive Plan, Land Development Code, and established City Commission Goal to increase conservation land use and zoning acreage. Staff recommends approval of the request.

Submitted by:

Kelly N. Gibson, AICP
Director



STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

PROPERTY BOUNDARY



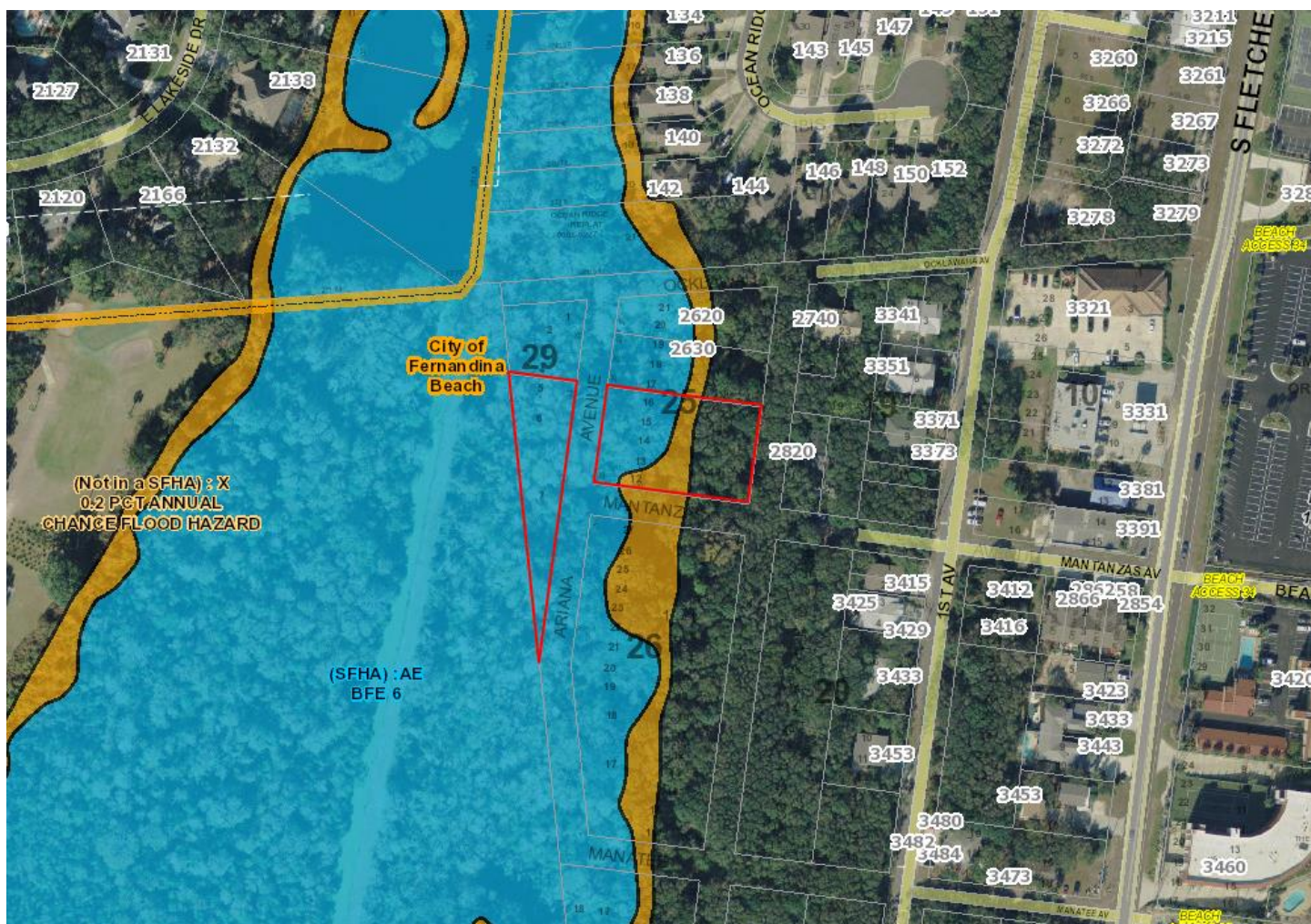


This aerial map displays a coastal area in Fernandina Beach, Florida, with various land parcels and their zoning designations. The map includes labels for 'City of Fernandina Beach', 'MEDIUM DENSITY RESIDENTIAL', 'CON CONSERVATION', and 'CONSERVATION 10-32'. Numerous parcels are numbered, and specific zoning codes like 'R-2', 'C-1', and 'GENERAL CO' are visible. The map also shows 'OCEAN RIDGE' and 'S FLETCHER'.



STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

FLOODZONE

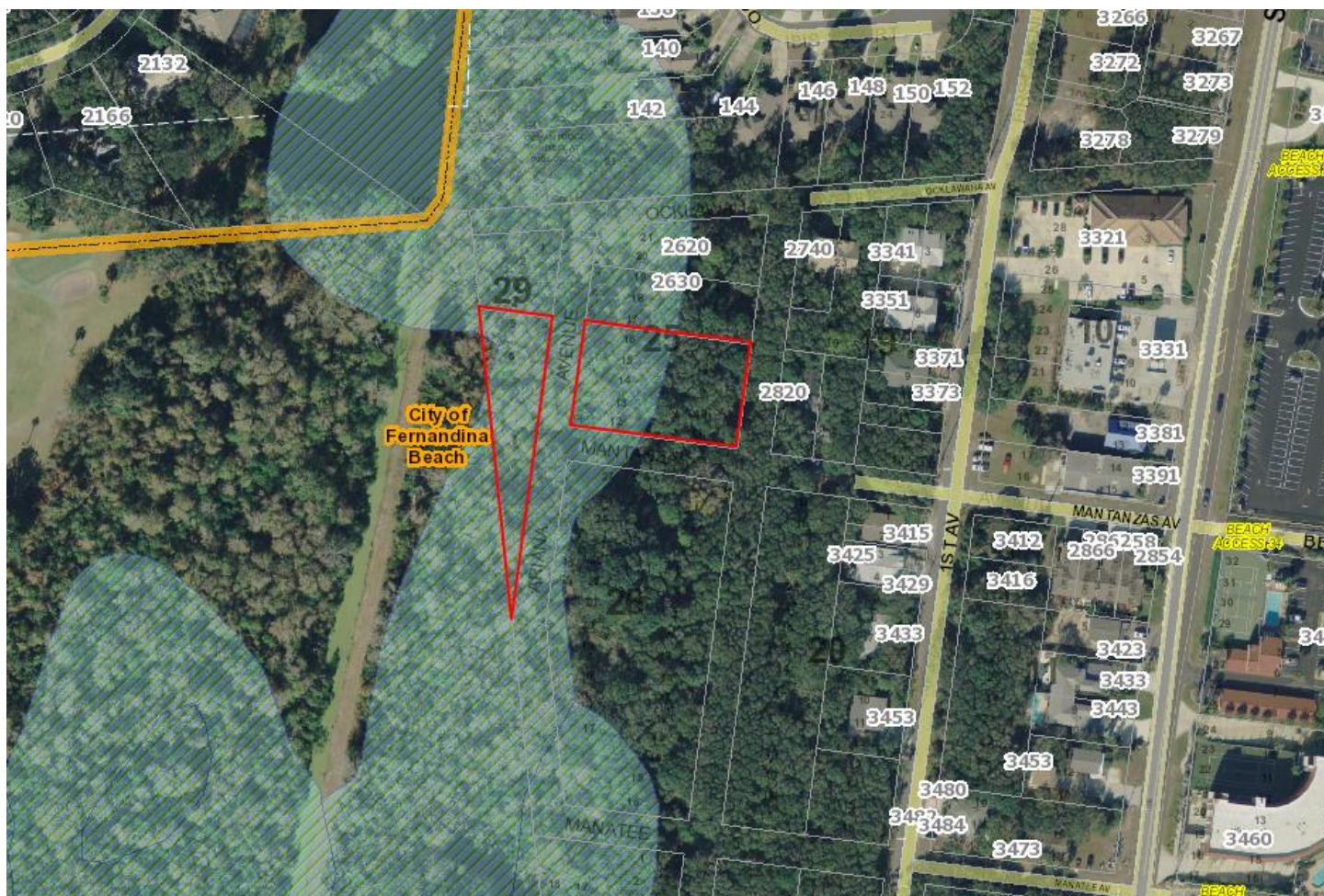






STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

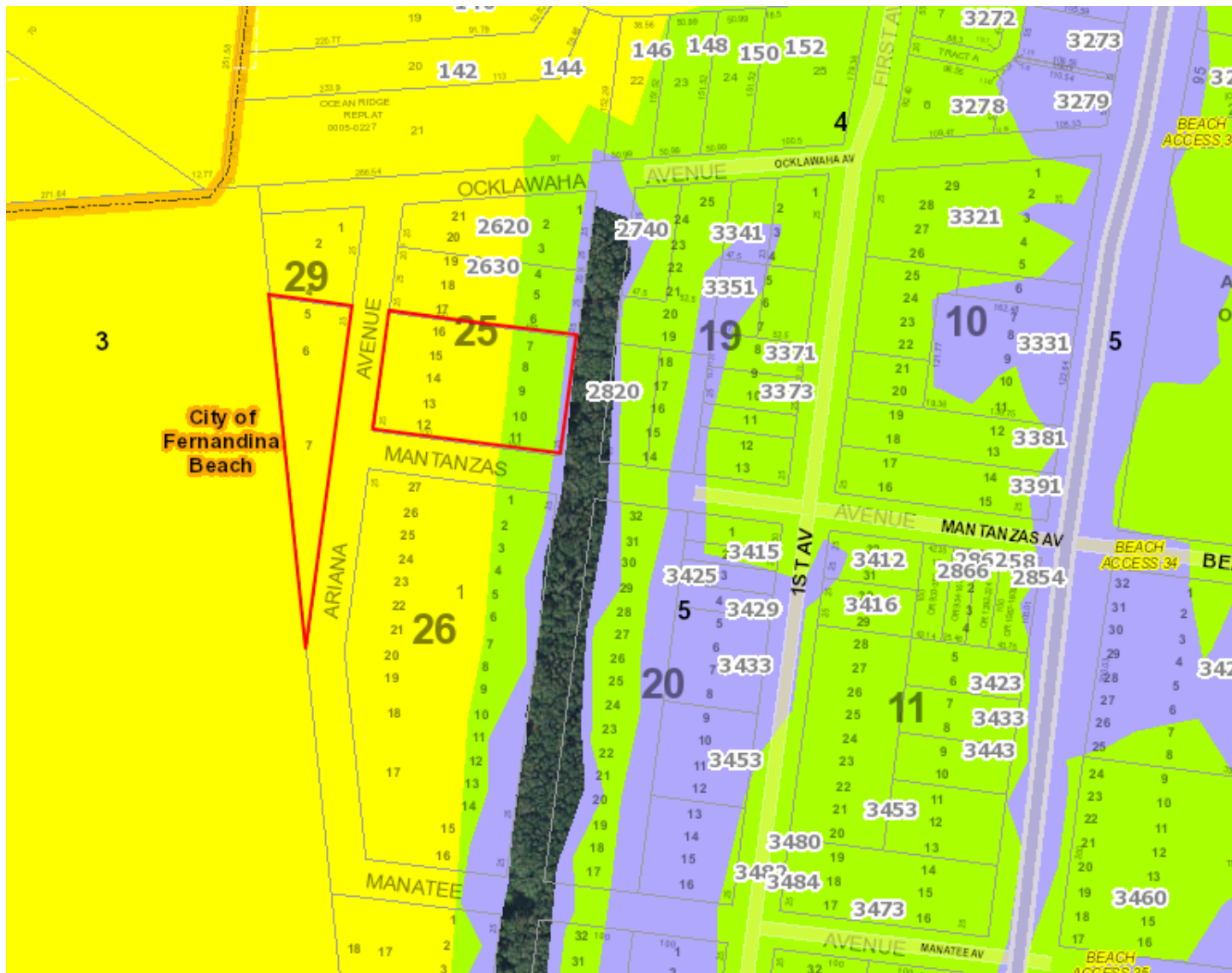
WETLANDS





STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

STORM SURGE ZONE (COASTAL HIGH HAZARD AREA DEFINED AS CATEGORY 1 ZONE)





STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

APPLICATION FOR FUTURE LAND USE MAP + ZONING AMENDMENTS
CITY OWNED PARCELS

*** All required application materials have been received. All fees have been paid. All required notices have been made. All copies of required materials are part of the official record and have been made available on the City's website and at the Department of Planning and Conservation. ***

APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:	11-3N-29-0000-0005-0000 CITY OF EERNANDINA BEACH				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change (In accordance with action directed under Ord. 2019-05)				
LOCATION AND DESCRIPTION OF SITE:	Historic Lighthouse and ancillary structures				
CURRENT LAND USE + ZONING:	Low Density Residential (LDR) and R-1 Zoning				
PROPOSED LAND USE + ZONING:	RECREATION + REC				
EXISTING USES ON SITE:	Vacant/ Undisturbed				
PROPERTY SIZE:	2.38 ACRES				
ENVIRONMENTAL CHARACTERISTICS:	<u>Flood zone</u>	<u>Potential Wetlands</u>	<u>Avg. Topography</u>	<u>Soil Type</u>	<u>Coastal Upland Protection Zone</u>
	AE TO X500	NO	60-2	VARIES	NONE
ADJACENT PROPERTIES:	<u>Direction</u>	<u>Existing Use(s)</u>	<u>Year Built</u>	<u>Zoning</u>	<u>FLUM</u>
	North	SF Homes	Varies	R-1	Low Density Residential (LDR)
	South	"	"	"	"
	East	"	"	"	"
	West	"	"	"	"
APPLICABLE COMPREHENSIVE PLAN POLICIES:	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering); 1.07.14 (Recreation land use category); Objective 5.08 (Wetlands Protection and Preservation) and all policy statements which follow; Objective 5.10 (Wildlife Planning) and specific policies 5.10.01, 5.10.02, 5.10.05 5.14.09 (development standards for environmentally sensitive and conservation lands); Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands) Objective 11.01 (Historic Resources)				



STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

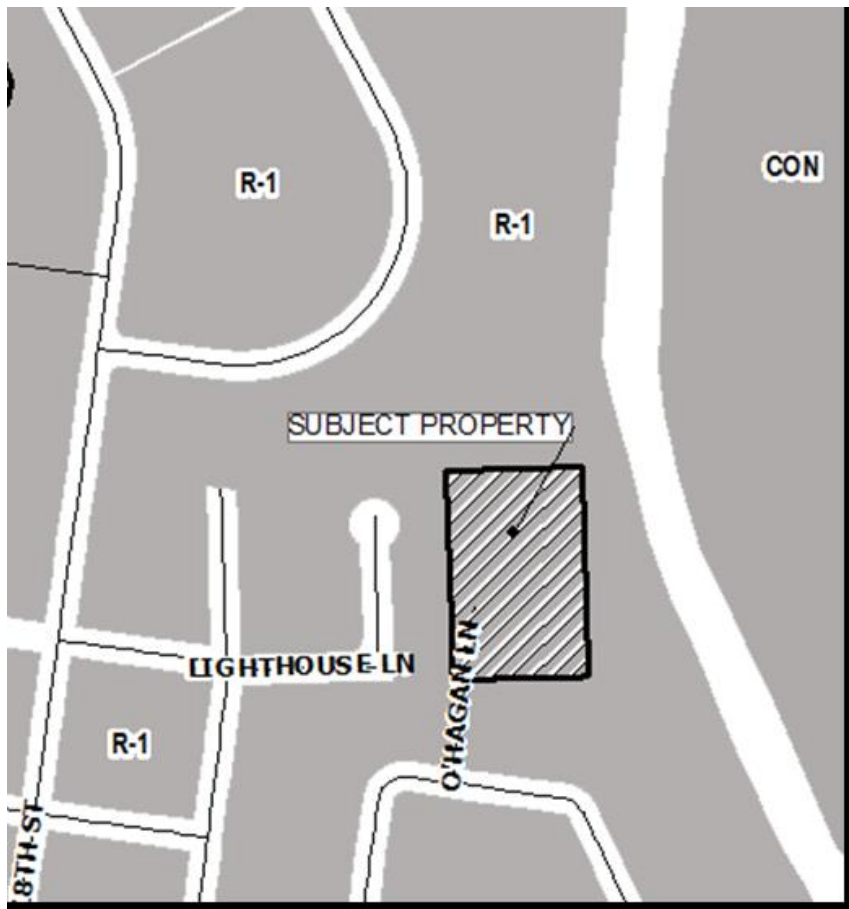
APPLICABLE LAND DEVELOPMENT CODE SECTIONS:	Reference: www.fbfl.us/Compplan 2.00.03 (Establishment of district boundary); 2.01.19 (REC zoning district); 3.02.06 (Land Uses within Areas of Special Flood Hazard); 3.03.00 (Wetland Protection); 4.05.00 (Landscaping, Buffers, and Tree Protection); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) Reference: www.fbfl.us/LDC
STAFF RECOMMENDATION:	Staff finds the requested amendments to be sufficiently compliant with the Comprehensive Plan, Land Development Code, and established City Commission Goal to increase conservation land use and zoning acreage. Staff recommends approval of the request.

Kelly N. Gibson, AICP
Director



STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

MAP OF PROPERTY BOUNDARIES AND EXISTING LAND USE MAP DESIGNATION (LOW DENSITY RESIDENTIAL -LDR)
AND ZONING DISTRICT OF LOW DENSITY RESIDENTIAL (R-1)





STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

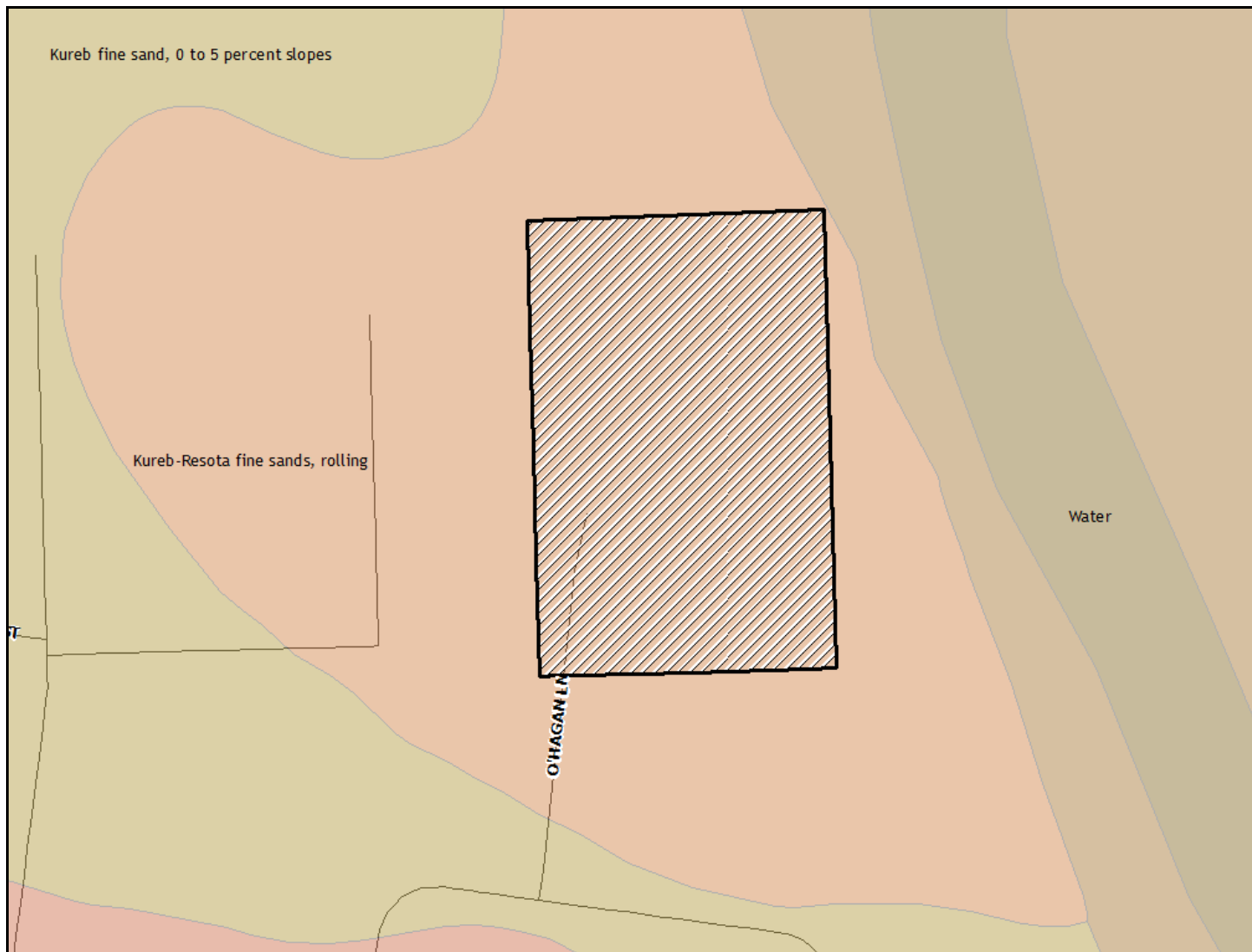
FEMA FLOOD INSURANCE RATE MAP (FIRM) FLOODZONES





STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

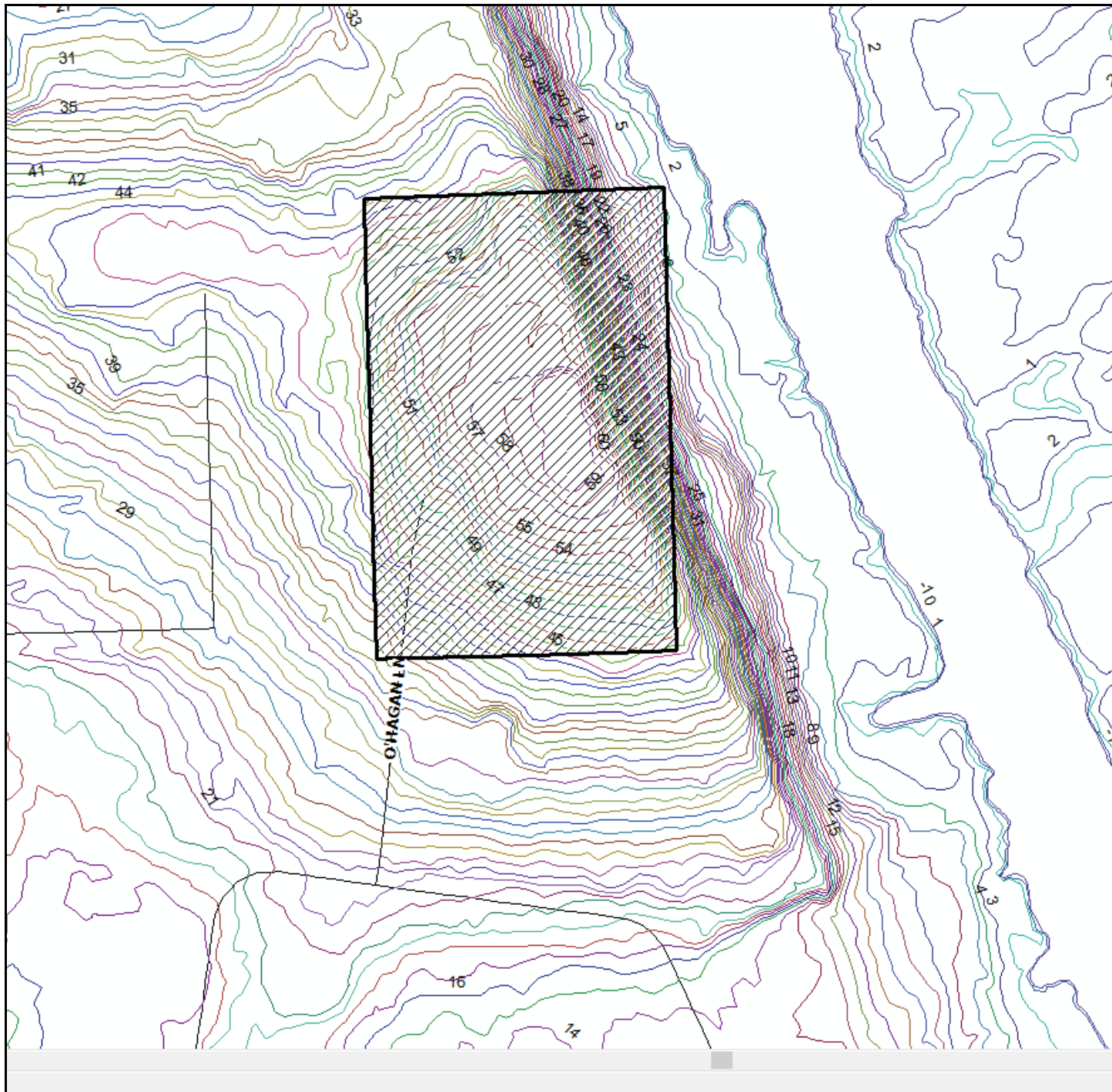
SOILS MAP





STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

TOPOGRAPHY MAP





STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

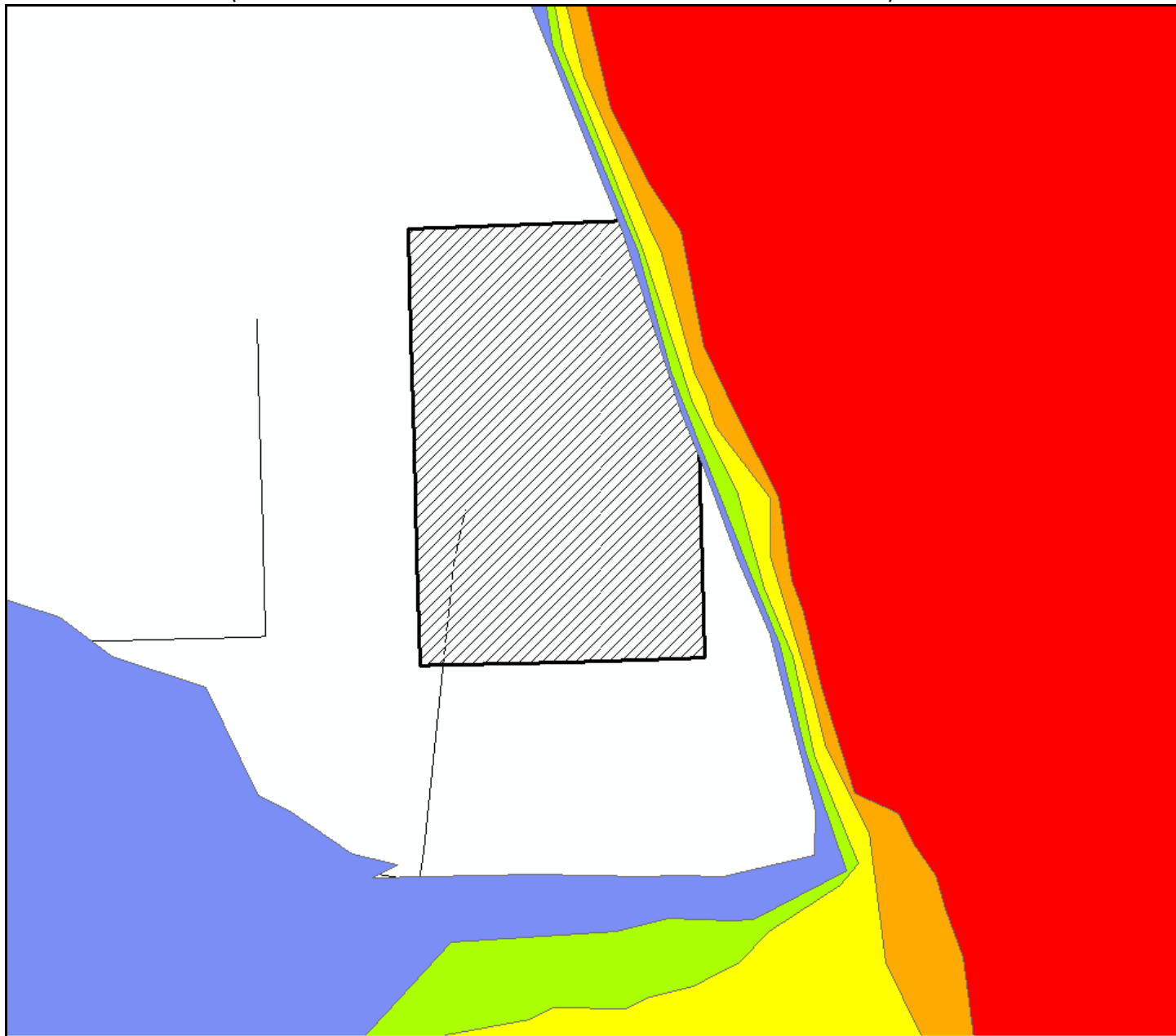
WETLANDS MAP





STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

STORM SURGE ZONE (COASTAL HIGH HAZARD AREA DEFINED AS CATEGORY 1 ZONE) MAP





STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

APPLICATION FOR FUTURE LAND USE MAP + ZONING AMENDMENTS
CITY OWNED PARCELS

*** All required application materials have been received. All fees have been paid. All required notices have been made. All copies of required materials are part of the official record and have been made available on the City's website and at the Department of Planning and Conservation. ***

APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:	00-00-31-1800-0167-0170 AND CITY OF FERNANDINA BEACH				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change (In accordance with action directed under Ord. 2019-05)				
LOCATION AND DESCRIPTION OF SITE:	South 9 th & Jasmine				
CURRENT LAND USE + ZONING:	8 th ST Mixed Use + MU-8				
PROPOSED LAND USE + ZONING:	Conservation + CON				
EXISTING USES ON SITE:	Vacant				
PROPERTY SIZE:	0.22 Acres				
ENVIRONMENTAL CHARACTERISTICS:	<u>Flood zone</u>	<u>Potential Wetlands</u>	<u>Avg. Topography</u>	<u>Soil Type</u>	<u>Coastal Upland Protection Zone</u>
	X : Not SFHA	No	16'	Echaw Fine Sand	No
ADJACENT PROPERTIES:	<u>Direction</u>	<u>Existing Use(s)</u>	<u>Year Built</u>	<u>Zoning</u>	<u>FLUM</u>
	North	SFH	1935	MU-8	8 th St. MU
	South	SFH	1945	MU-8	8 th St. MU
	East	Vacant	-	MU-8	8 th St. MU
	West	Repair Shop	1975	MU-8	8 th St. MU
APPLICABLE COMPREHENSIVE PLAN POLICIES:	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering); 1.07.15 (conservation land use category); Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands); 6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks); 10.06.01 (level of service for public schools) Reference: www.fbfl.us/Compplan				
APPLICABLE LAND DEVELOPMENT CODE	2.00.03 (Establishment of district boundary); 2.01.20 (CON zoning district);				



STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

SECTIONS:	4.05.00 (Landscaping, Buffers, and Tree Protection); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) Reference: www.fbfl.us/LDC
STAFF RECOMMENDATION:	Staff finds the requested amendments to be sufficiently compliant with the Comprehensive Plan, Land Development Code, and established City Commission Goal to increase conservation land use and zoning acreage. Staff recommends approval of the request.

Submitted by:

A handwritten signature in blue ink that reads "Kelly N. Gibson".

Kelly N. Gibson, AICP
Director



This aerial map displays a residential neighborhood with various lot numbers and street names. A specific parcel is highlighted with a red outline and labeled "City of Fernandina Beach". The map includes the following details:

- Streets:** S 8TH ST (vertical on the left), JASMINE STREET (horizontal across the middle), and S 9TH ST (vertical on the right).
- Highlighted Parcel:** A large, irregularly shaped lot outlined in red, labeled "City of Fernandina Beach". It is situated between S 8TH ST and S 9TH ST, and north of JASMINE STREET.
- Lot Numbers:**
 - 926, 928, 930, 931 (top left)
 - 924 (top right)
 - 814 (bottom center)
 - 1002, 1005 (bottom center)
 - 25, 100, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22 (various lots within the highlighted area and surrounding blocks)
- Other Features:** The map shows surrounding residential lots, some with multiple lot numbers (e.g., 25, 100), and a few vehicles parked on the streets.



STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

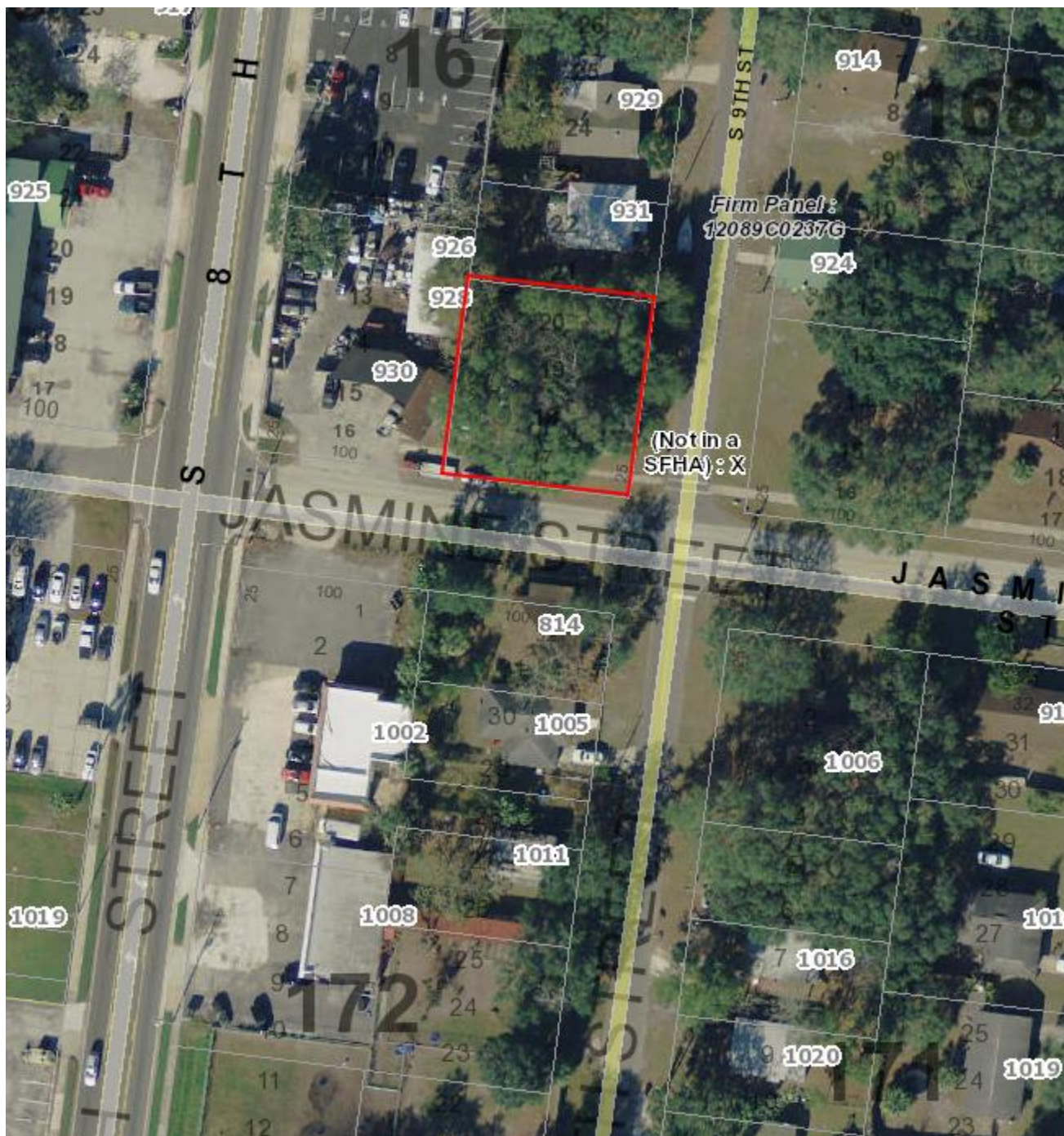
CURRENT LAND USE AND ZONING





STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

FLOODZONE – Not a SFHA





STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

SOILS





STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

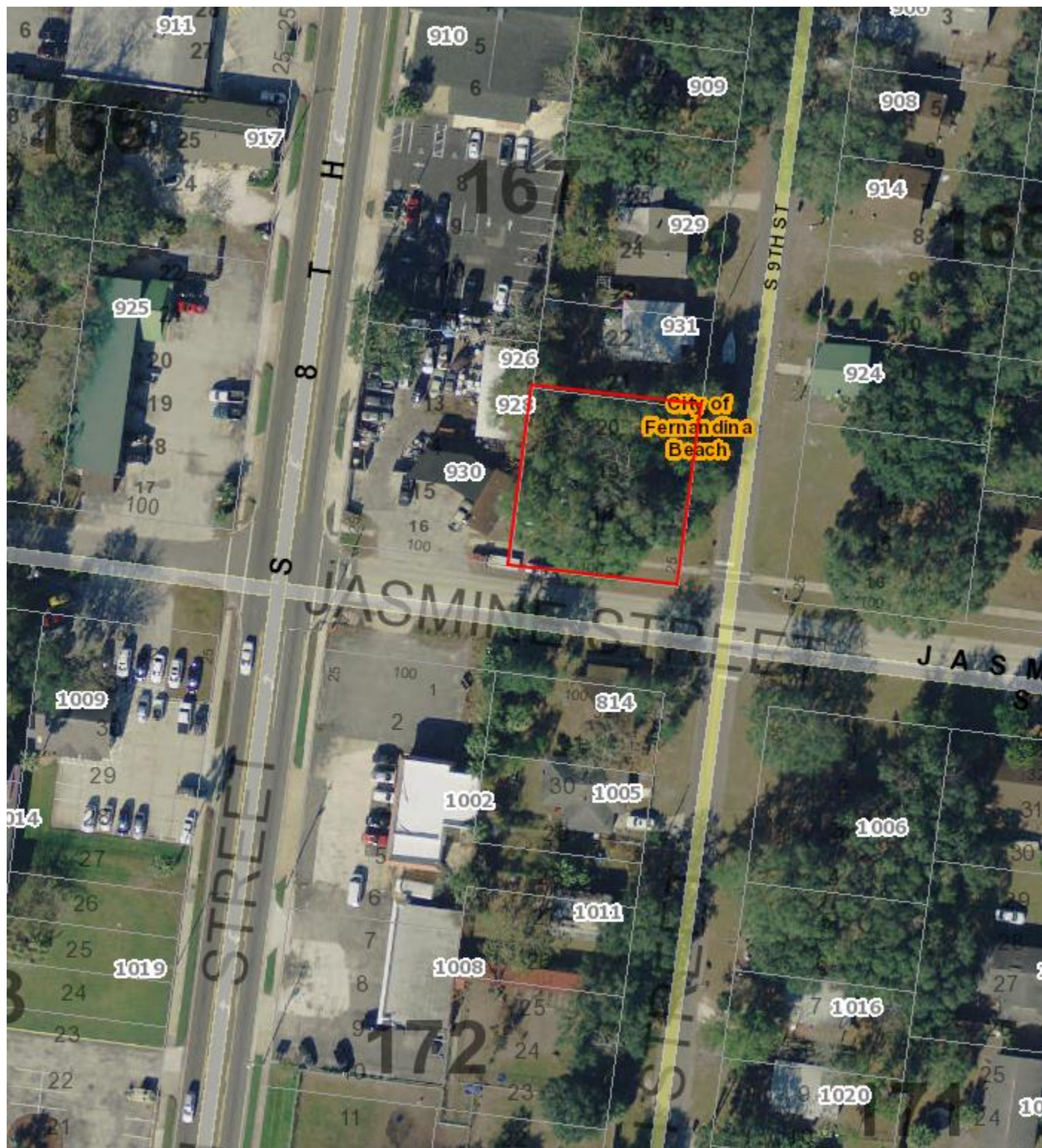
TOPOGRAPHY





STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

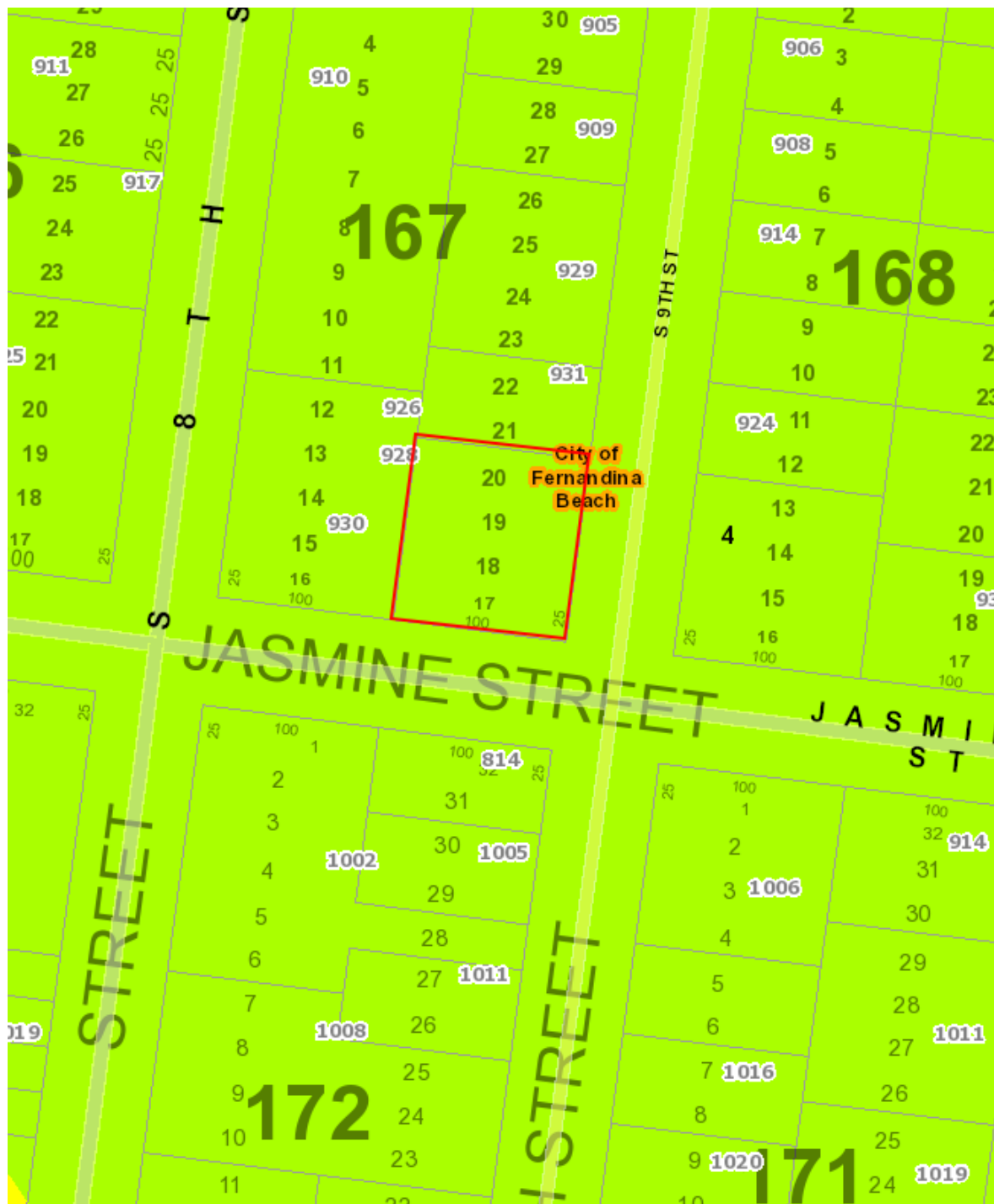
WETLANDS – Not applicable.





STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

STORM SURGE ZONE (COASTAL HIGH HAZARD AREA DEFINED AS CATEGORY 1 ZONE)





STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

APPLICATION FOR FUTURE LAND USE MAP + ZONING AMENDMENTS
CITY OWNED PARCELS

*** All required application materials have been received. All fees have been paid. All required notices have been made. All copies of required materials are part of the official record and have been made available on the City's website and at the Department of Planning and Conservation. ***

APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:	00-00-31-1400-0003-0060 CITY OF FERNANDINA BEACH				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change (In accordance with action directed under Ord. 2019-05)				
LOCATION AND DESCRIPTION OF SITE:	Vacant/ Undisturbed Coastline with Primary Dune				
CURRENT LAND USE + ZONING:	Low Density Residential (LDR) and R-1 Zoning				
PROPOSED LAND USE + ZONING:	Conservation + CON				
EXISTING USES ON SITE:	Vacant/ Undisturbed Dune and Beach				
PROPERTY SIZE:	0.47				
ENVIRONMENTAL CHARACTERISTICS:	<u>Flood zone</u>	<u>Potential Wetlands</u>	<u>Avg. Topography</u>	<u>Soil Type</u>	<u>Coastal Upland Protection Zone</u>
	AE/VE	YES	-1 to 16	Sand, Beach, Ocean	Yes
ADJACENT PROPERTIES:	<u>Direction</u>	<u>Existing Use(s)</u>	<u>Year Built</u>	<u>Zoning</u>	<u>FLUM</u>
	North	SF Homes	Varies	R-1	Low Density Residential (LDR)
	South	"	"	"	"
	East	"	"	"	"
	West	"	"	"	"
APPLICABLE COMPREHENSIVE PLAN POLICIES:	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering); 1.07.15 (conservation land use category); Objective 5.06 (Coastal Protection) Objective 5.10 (Wildlife Planning) and specific policies 5.10.01, 5.10.02, 5.10.05 5.14.09 (development standards for environmentally sensitive and conservation lands); 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands) Reference: www.fbfl.us/Compplan				
APPLICABLE LAND	2.00.03 (Establishment of district boundary);				



STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

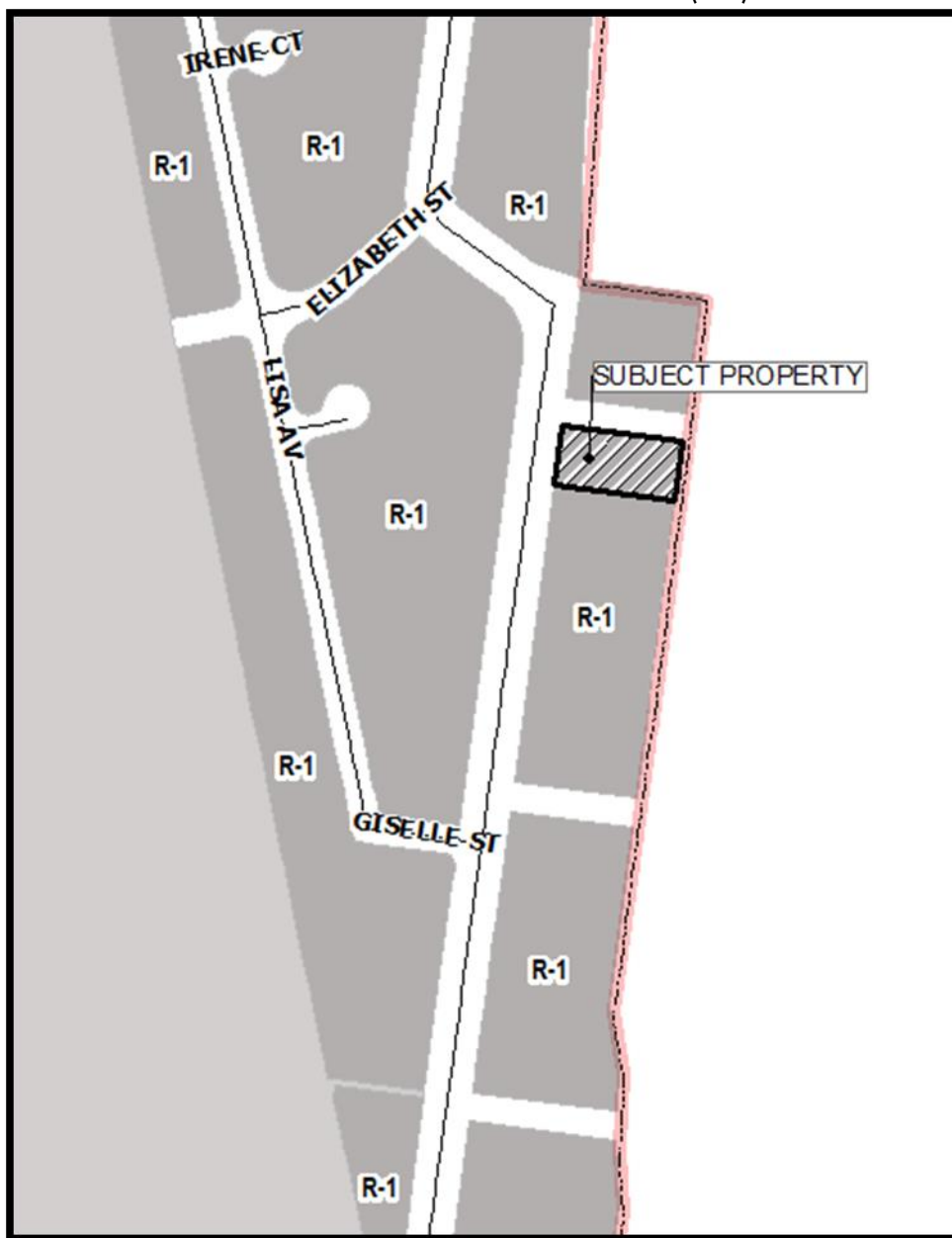
DEVELOPMENT CODE SECTIONS:	2.01.20 (CON zoning district); 3.01.02 (Coastal Areas and Shorelines) 3.02.06 (Land Uses within Areas of Special Flood Hazard); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) Reference: www.fbfl.us/LDC
STAFF RECOMMENDATION:	Staff finds the requested amendments to be sufficiently compliant with the Comprehensive Plan, Land Development Code, and established City Commission Goal to increase conservation land use and zoning acreage. Staff recommends approval of the request.

Kelly N. Gibson, AICP
Director



STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

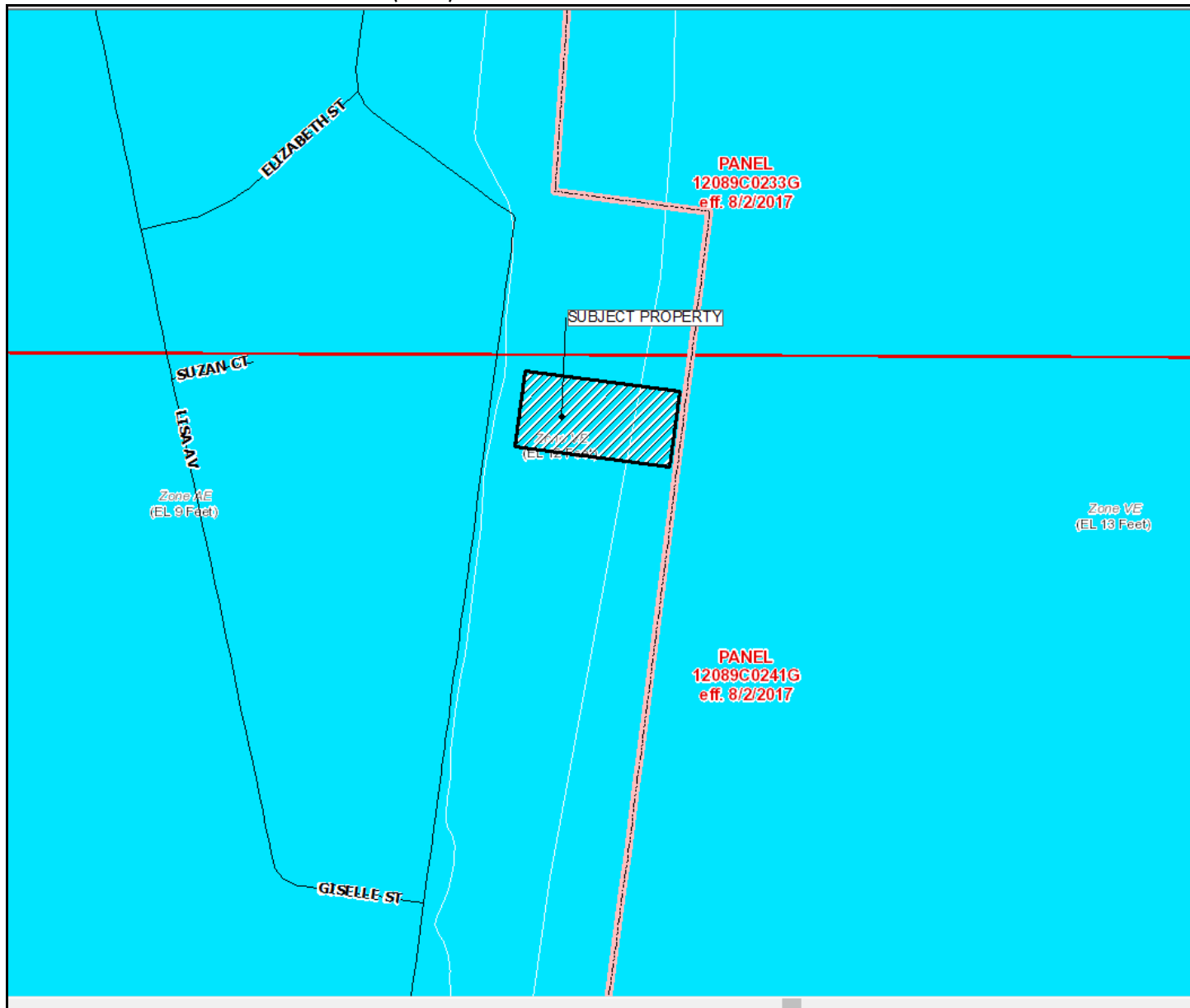
MAP OF PROPERTY BOUNDARIES AND EXISTING LAND USE MAP DESIGNATION (LOW DENSITY RESIDENTIAL -LDR)
AND ZONING DISTRICT OF LOW DENSITY RESIDENTIAL (R-1)





STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

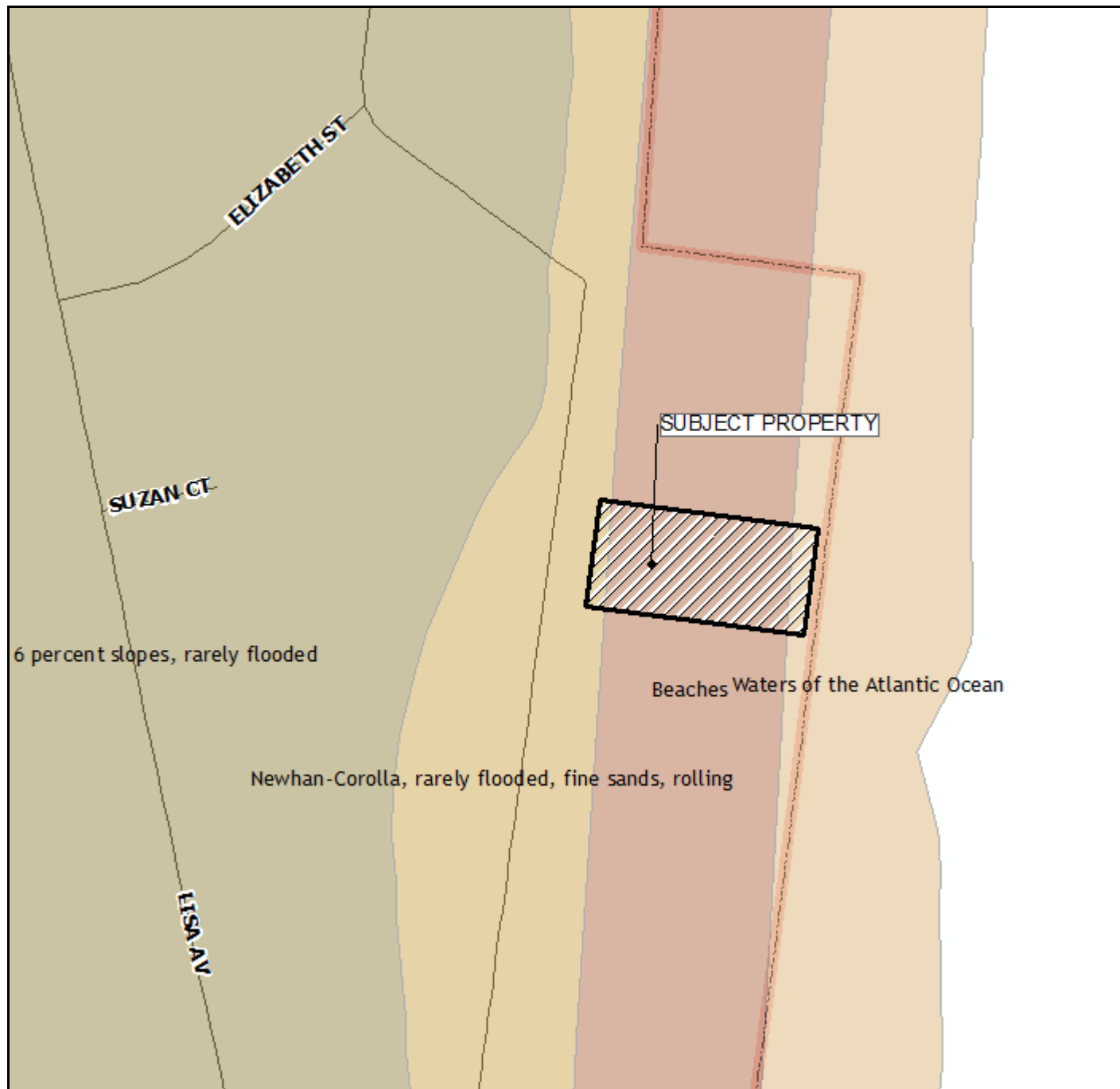
FEMA FLOOD INSURANCE RATE MAP (FIRM) FLOODZONES





STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

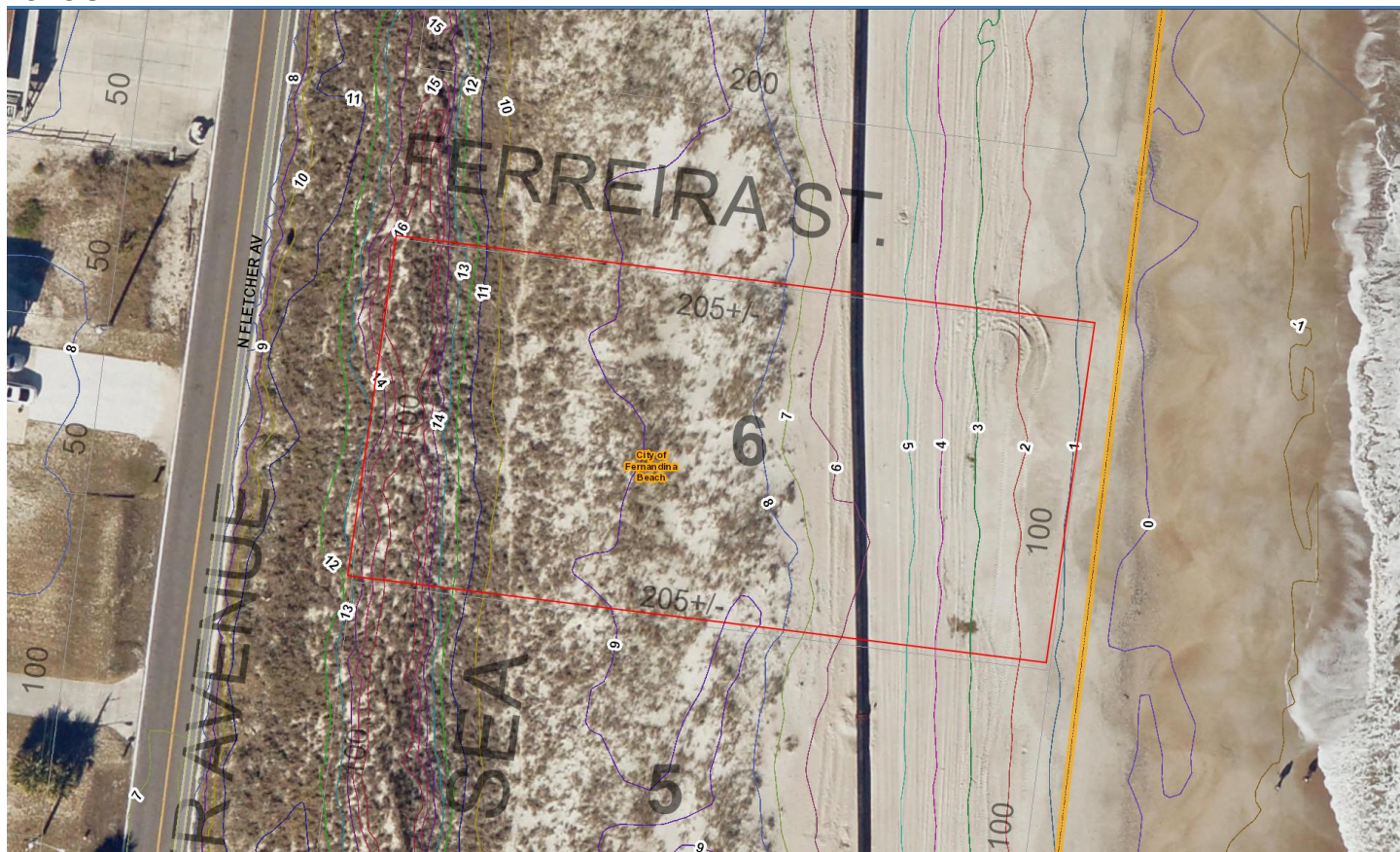
SOILS MAP





STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

TOPOGRAPHY MAP





STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

WETLANDS MAP



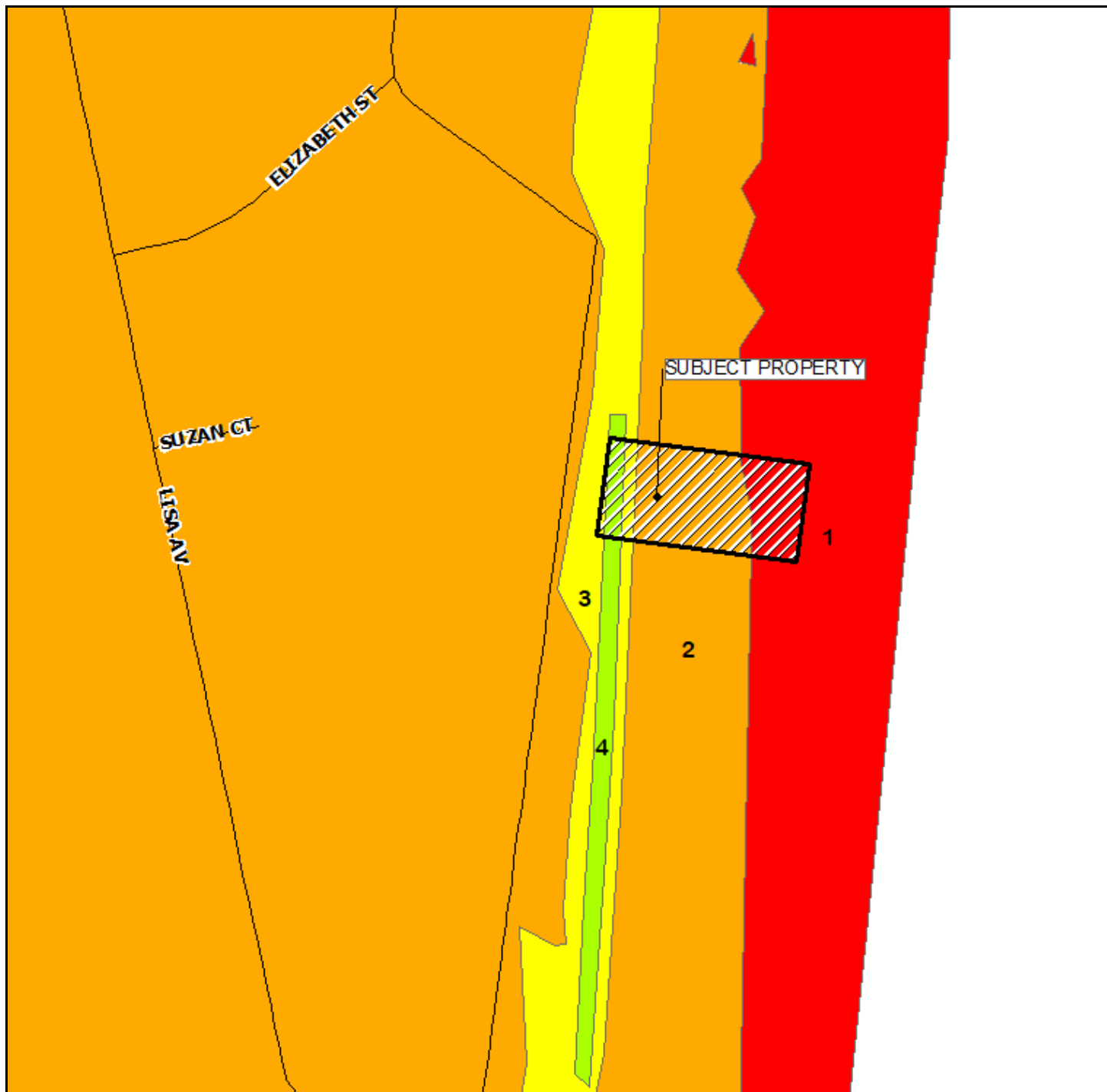
STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019



STORM SURGE ZONE (COASTAL HIGH HAZARD AREA DEFINED AS CATEGORY 1 ZONE) MAP



STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019





STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019



STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

APPLICATION FOR FUTURE LAND USE MAP + ZONING AMENDMENTS
CITY OWNED PARCELS

*** All required application materials have been received. All fees have been paid. All required notices have been made. All copies of required materials are part of the official record and have been made available on the City's website and at the Department of Planning and Conservation. ***

APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:	00-00-31-1800-0161-0130 CITY OF FERNANDINA BEACH				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change (In accordance with action directed under Ord. 2019-05)				
LOCATION AND DESCRIPTION OF SITE:	S 6th Street + Indigo Street / Municipal				
CURRENT LAND USE + ZONING:	Medium Density Residential + R-2				
PROPOSED LAND USE + ZONING:	Conservation + CON				
EXISTING USES ON SITE:	Vacant/ Undisturbed				
PROPERTY SIZE:	.23				
ENVIRONMENTAL CHARACTERISTICS:	<u>Flood zone</u>	<u>Potential Wetlands</u>	<u>Avg. Topography</u>	<u>Soil Type</u>	<u>Coastal Upland Protection Zone</u>
	X (not SFHA)	NO	9' to 11'	Fine Sand	NO
ADJACENT PROPERTIES:	<u>Direction</u>	<u>Existing Use(s)</u>	<u>Year Built</u>	<u>Zoning</u>	<u>FLUM</u>
	North	Single Family	1954	R-2	Medium Density Residential
	South	Utilities	n/a	R-2	Medium Density Residential
	East	Single Family Residences	1996 and 1998	R-2	Medium Density Residential
	West	Utilities	n/a	R-2 + I-1	Medium Density Residential + Industrial
APPLICABLE COMPREHENSIVE PLAN POLICIES:	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering); 1.07.15 (conservation land use category); Objective 5.08 (Wetlands Protection and Preservation) and all policy statements				



STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

	which follow; Objective 5.10 (Wildlife Planning) and specific policies 5.10.01, 5.10.02, 5.10.05 5.14.09 (development standards for environmentally sensitive and conservation lands); Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands); 6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) Reference: www.fbfl.us/Compplan
APPLICABLE LAND DEVELOPMENT CODE SECTIONS:	2.00.03 (Establishment of district boundary); 2.01.20 (CON zoning district); 3.02.06 (Land Uses within Areas of Special Flood Hazard); 3.03.00 (Wetland Protection); 4.05.00 (Landscaping, Buffers, and Tree Protection); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) Reference: www.fbfl.us/LDC
STAFF RECOMMENDATION:	Staff finds the requested amendments to be sufficiently compliant with the Comprehensive Plan, Land Development Code, and established City Commission Goal to increase conservation land use and zoning acreage. Staff recommends approval of the request.

Submitted by:

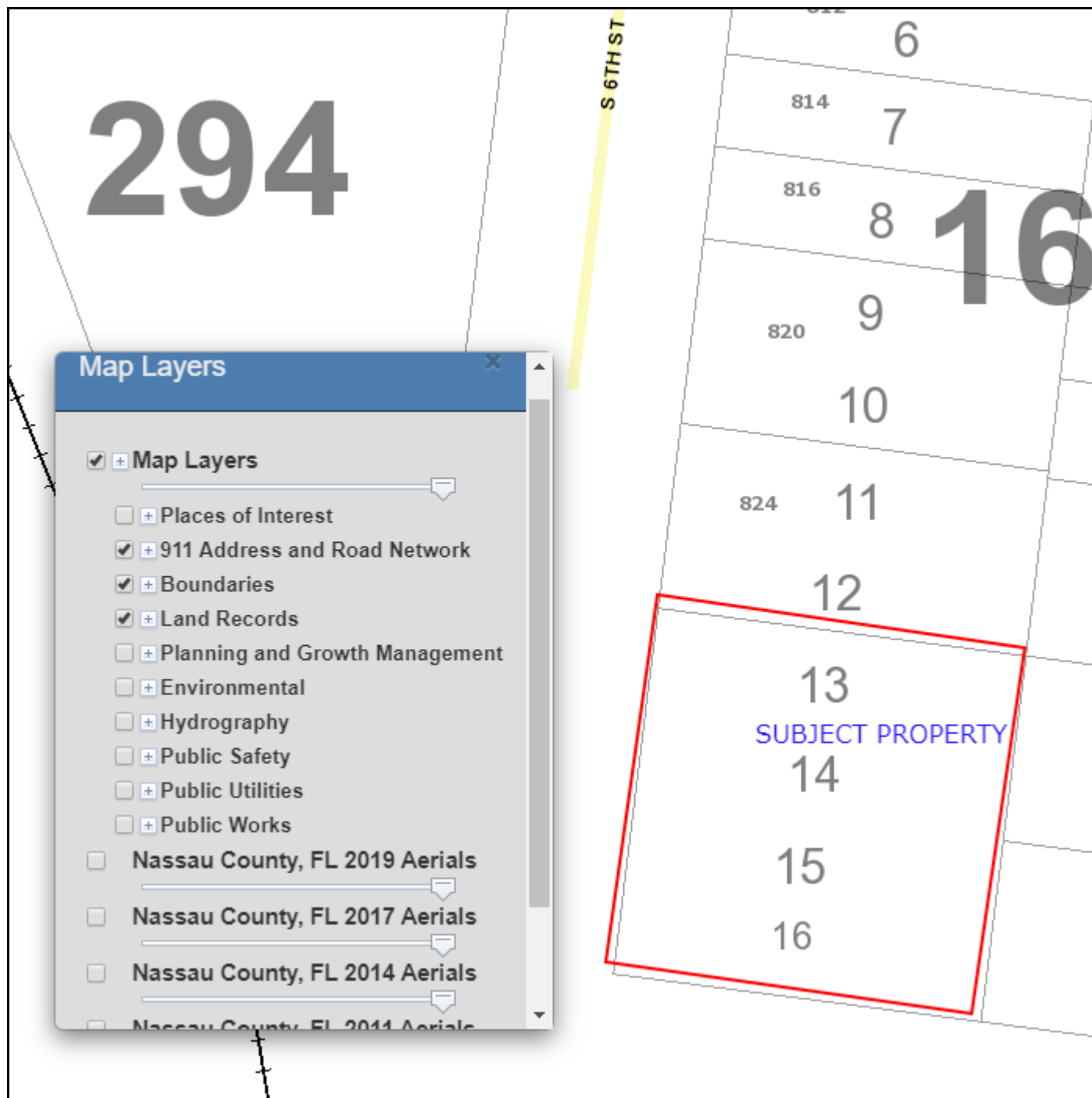
A handwritten signature in blue ink that reads "Kelly N. Gibson".

Kelly N. Gibson, AICP
Director



STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

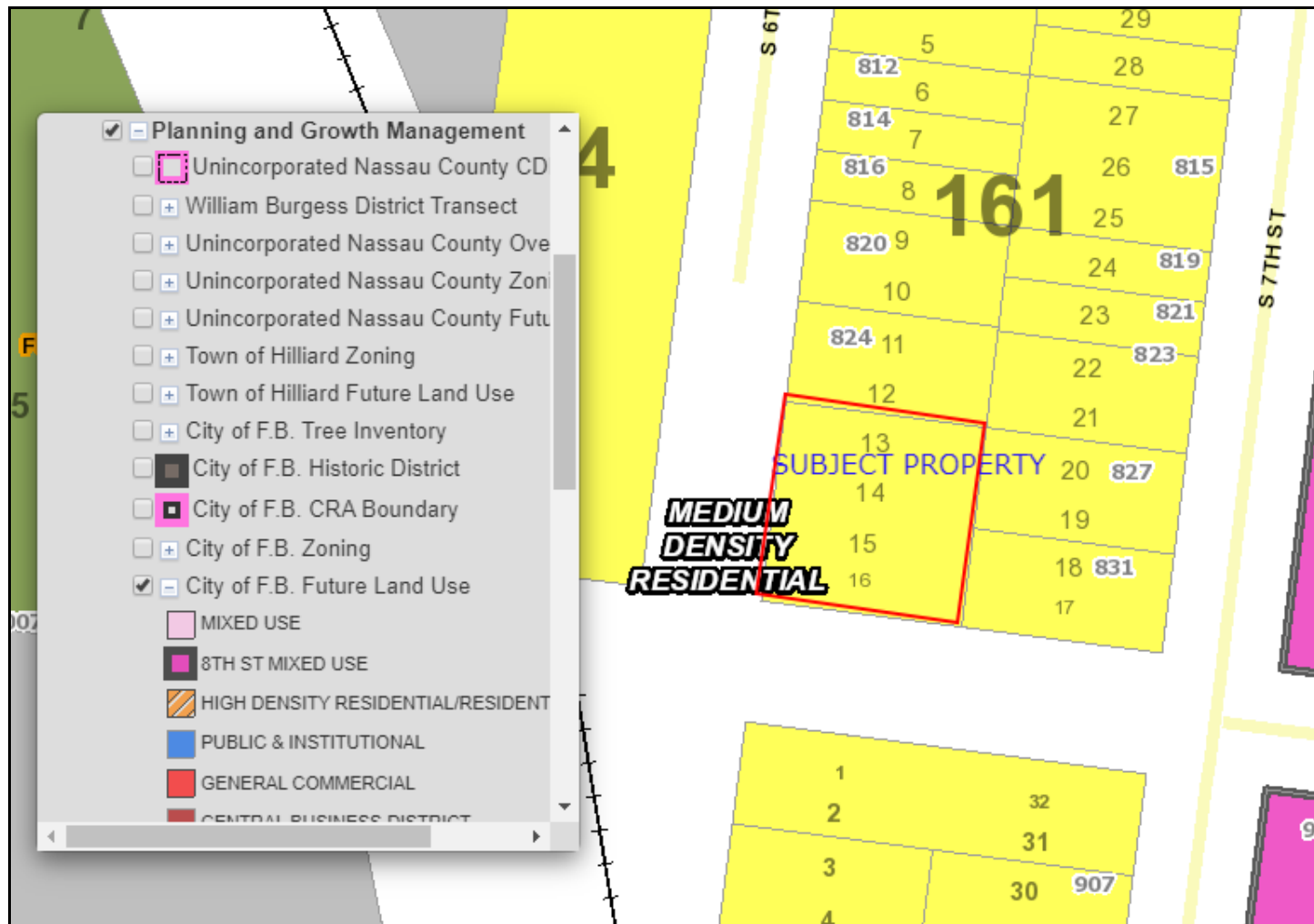
PROPERTY BOUNDARY





STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

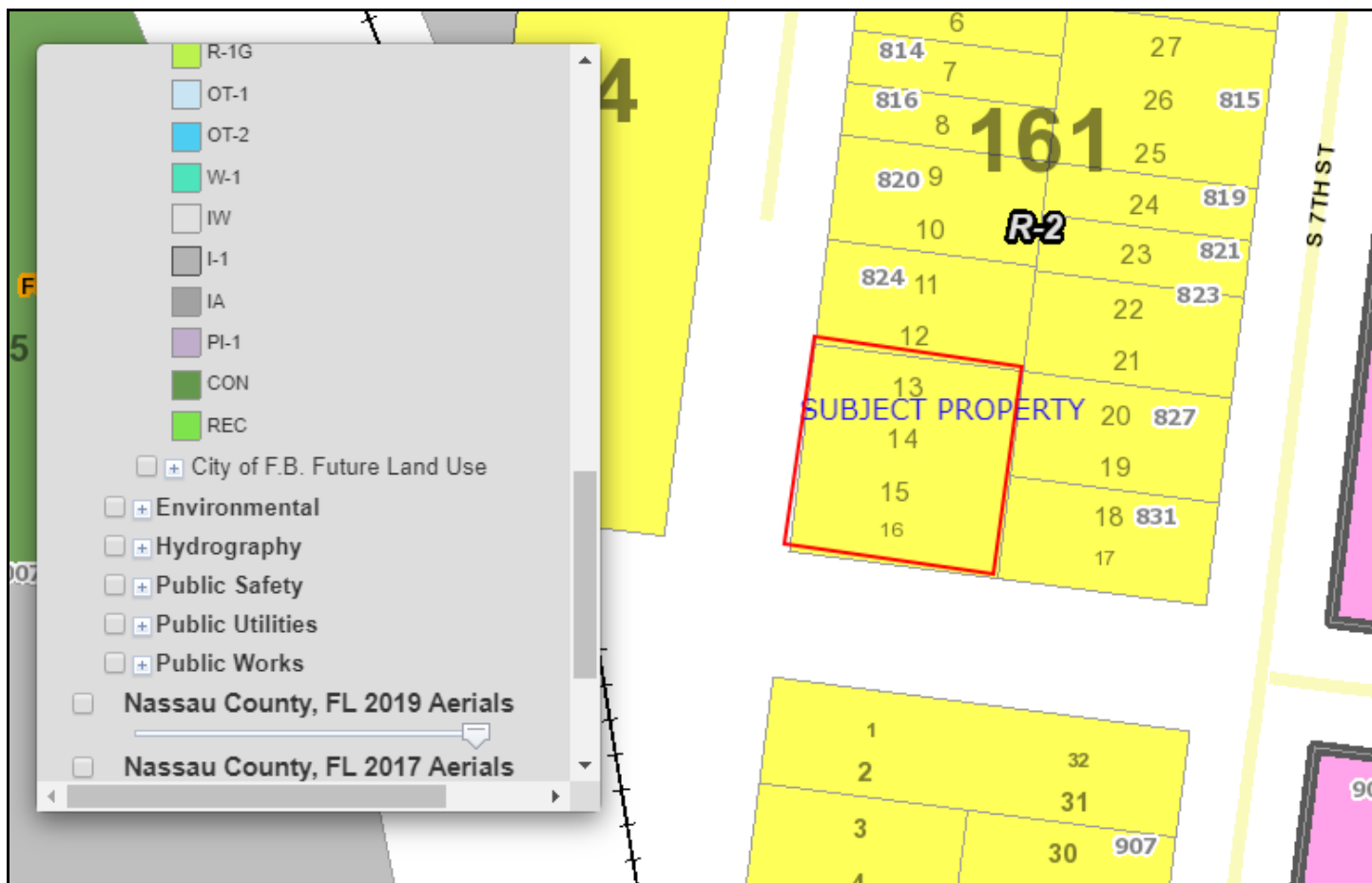
CURRENT LAND USE





STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

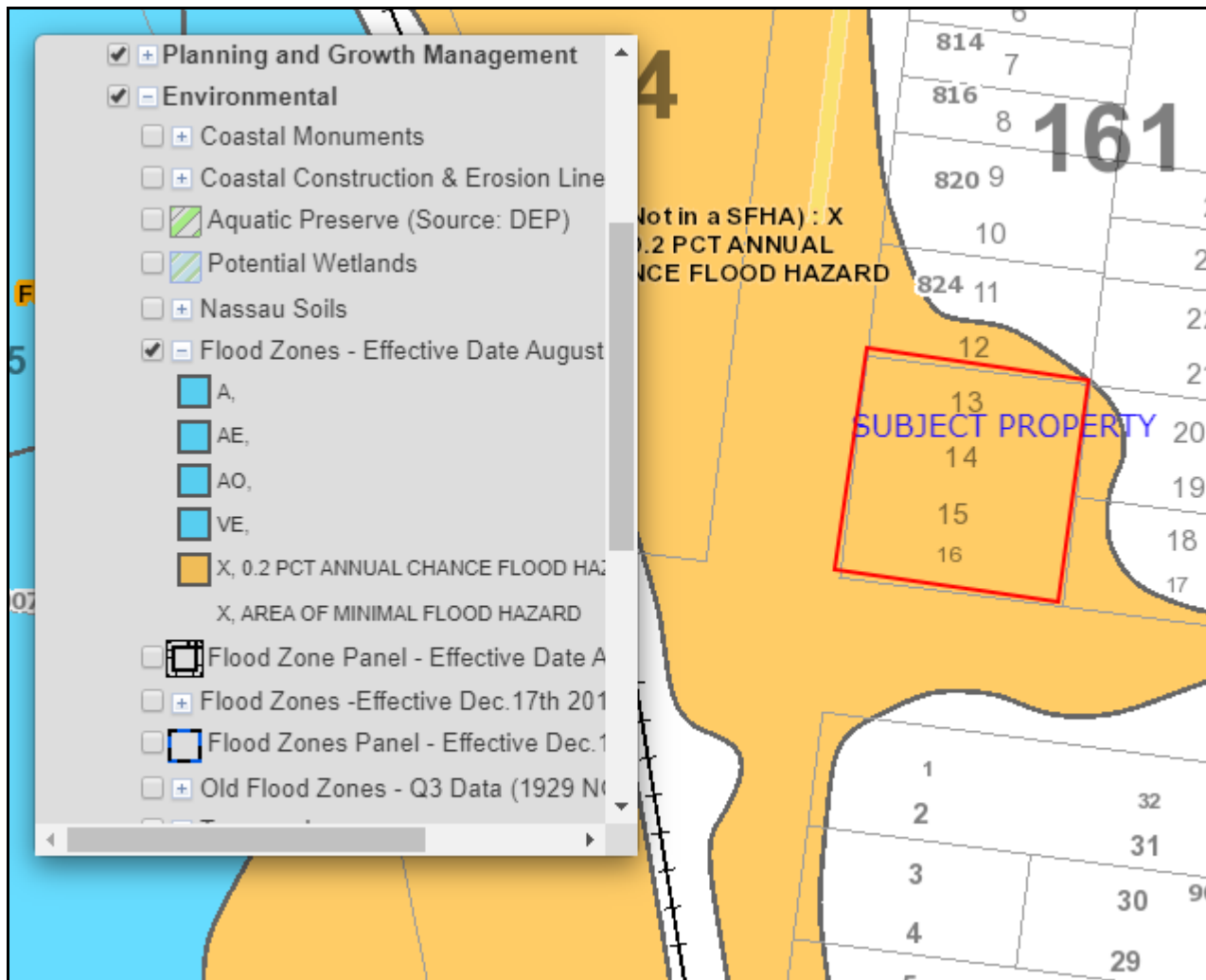
ZONING





STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

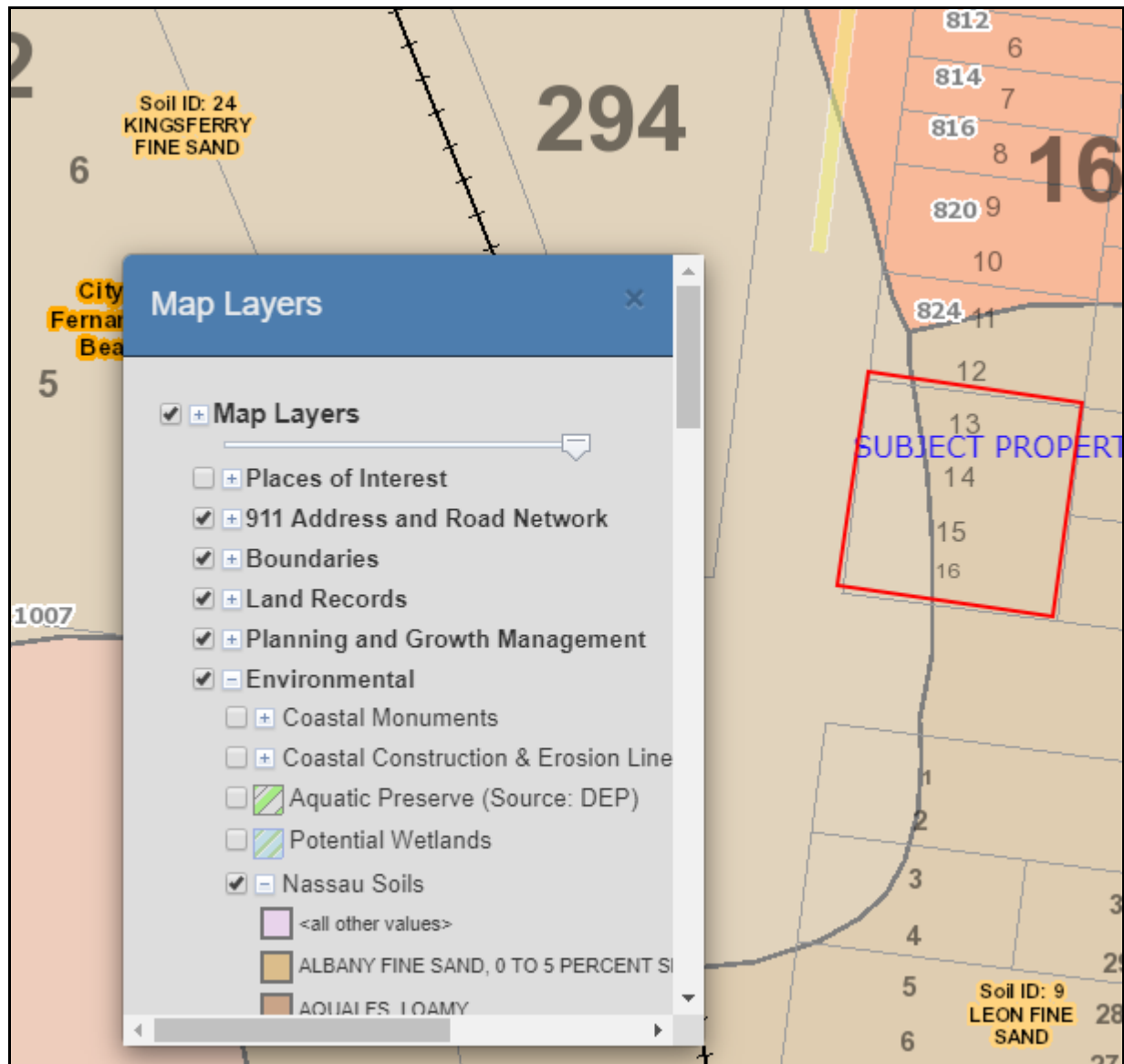
FLOODZONE





STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

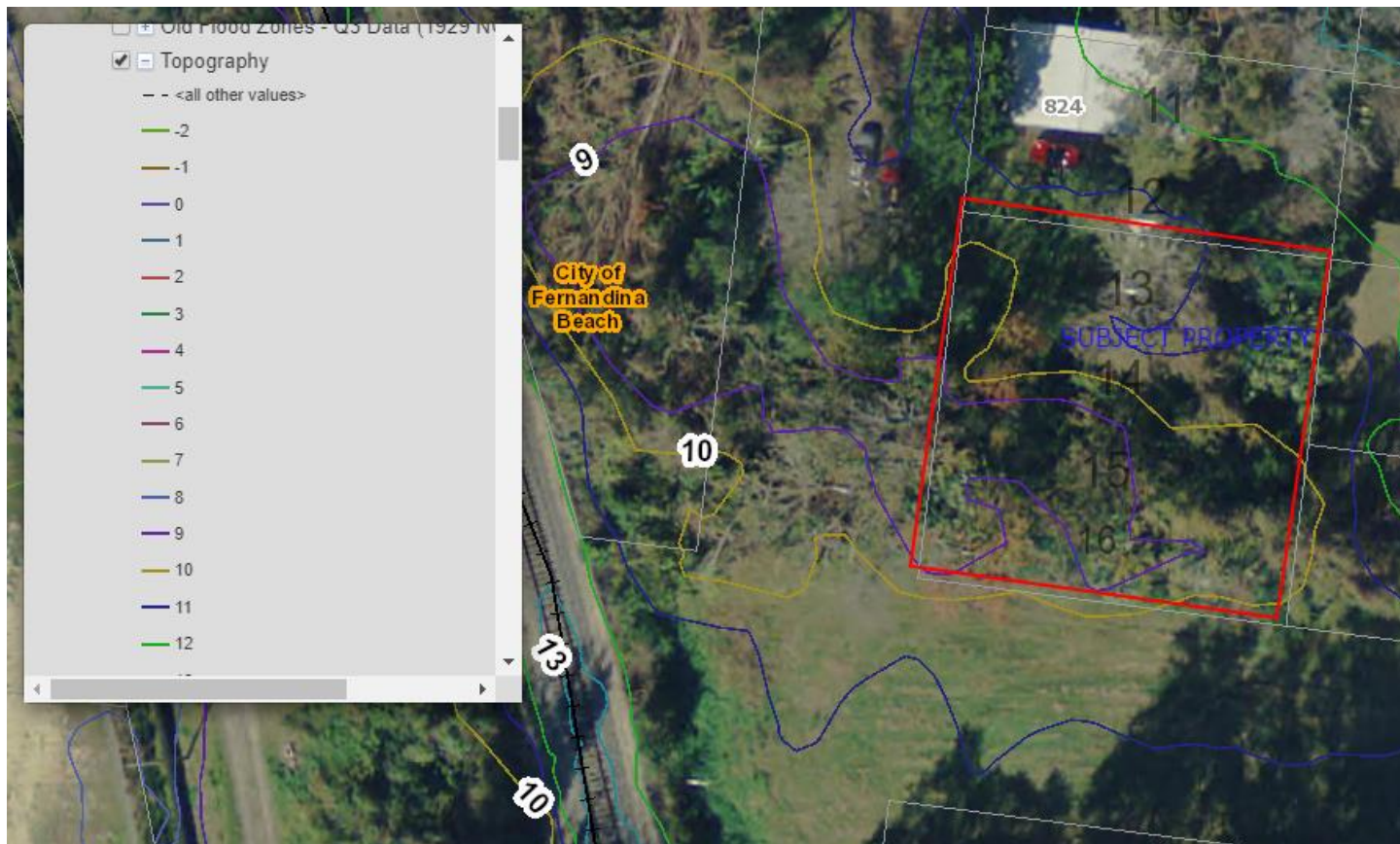
SOILS





STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

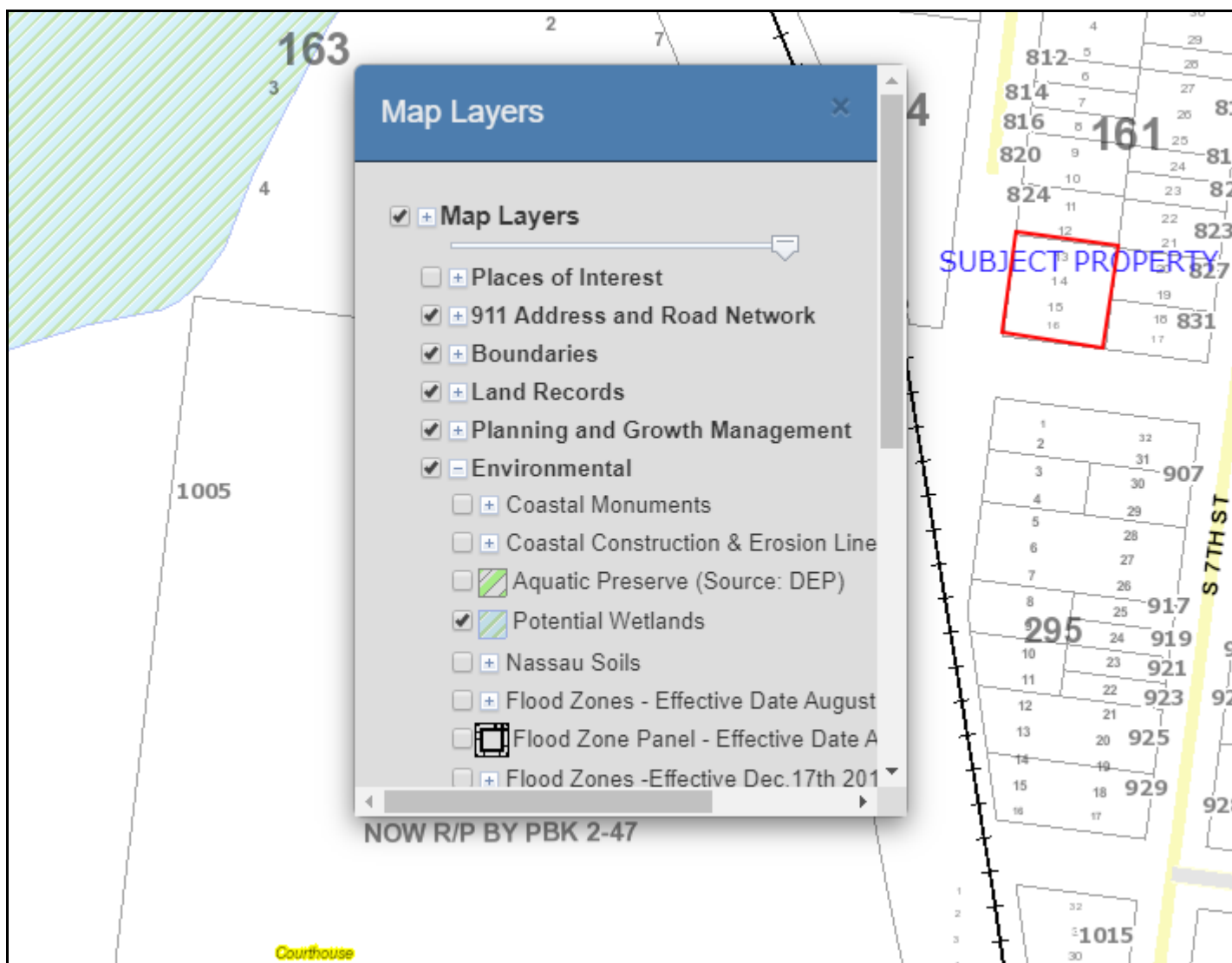
TOPOGRAPHY





STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

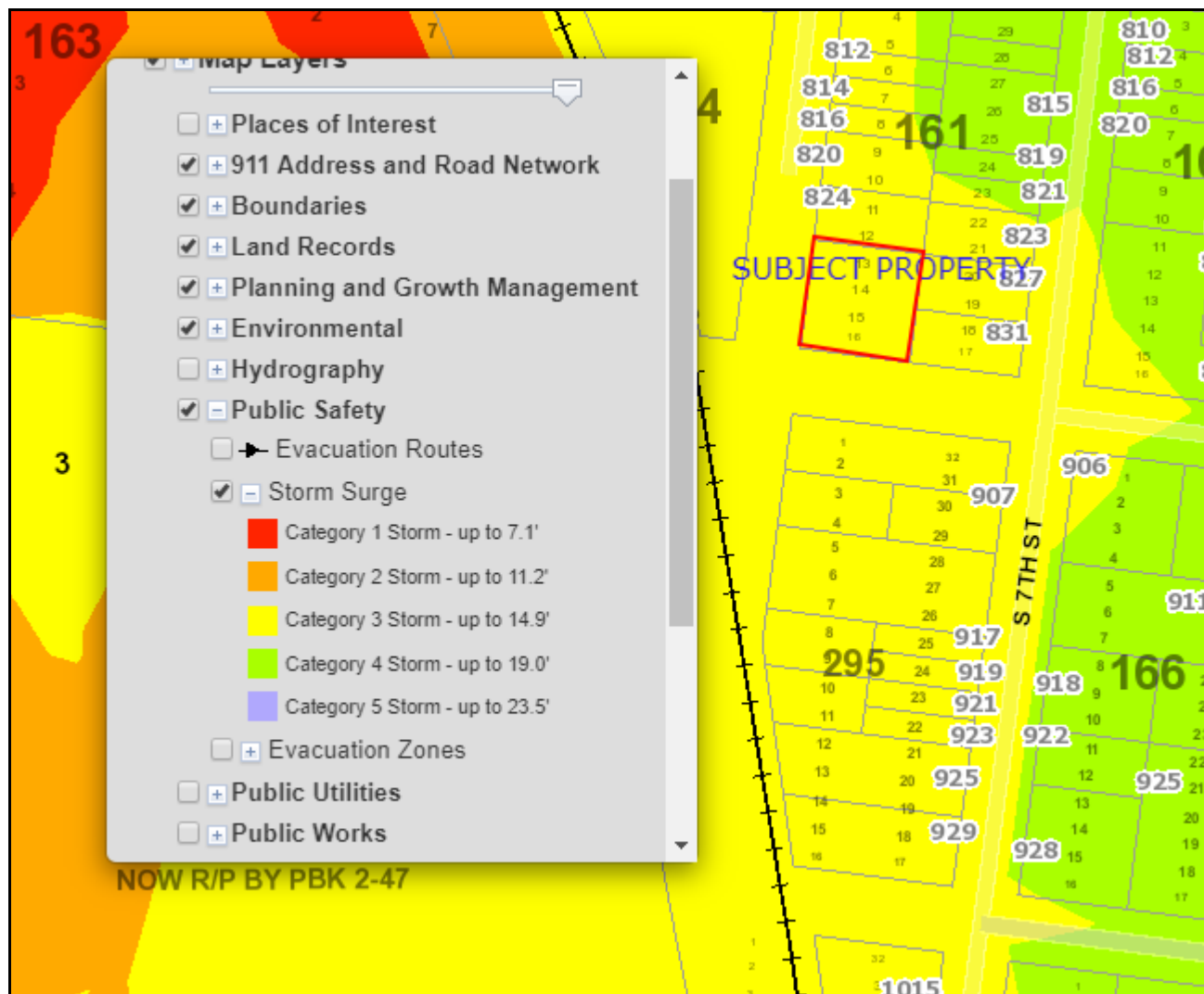
WETLANDS





STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

STORM SURGE ZONE (COASTAL HIGH HAZARD AREA DEFINED AS CATEGORY 1 ZONE)



CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Ordinance 2020-26
Zoning Map Amendment - City Owned Properties

ITEM TYPE: Ordinances (w/ fiscal impact)

REQUESTED ACTION: Consider Ordinance 2020-26 at First Reading.

SYNOPSIS: The zoning map changes will modify 22.15 acres of land located throughout the City to increase the amount of Recreation and/or Conservation lands. The Planning Advisory Board considered this request at its Regular Meeting on December 11, 2019.

Staff finds the requested amendments to be sufficiently compliant with the Comprehensive Plan, Land Development Code, and established City Commission Goal to increase conservation land use and zoning acreage. Staff recommends approval of the request.

FISCAL IMPACT: Fiscal impact will be the elimination of development for residential and non-residential purposes.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission approve proposed Ordinance 2020-26 at First Reading.

Dale L. Martin, City Manager 7/10/2020

Pauline Testagrose, Comptroller 7/13/2020

Tammi E. Bach, City Attorney 7/13/2020

Kelly N. Gibson, AICP

Date: February 14, 2020

Submitted By: Kelly Gibson, AICP, Planning Director

COMMISSION ACTION: Approve

ORDINANCE 2020-26

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, CHANGING THE CITY'S ZONING MAP TO ADD CONSERVATION AND RECREATION LANDS FOR PROPERTIES OWNED BY THE CITY OF FERNANDINA BEACH, COLLECTIVELY TOTALING APPROXIMATELY 22.15 ACRES OF LAND; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Fernandina Beach has directed staff to seek out properties within City limits to conserve; and

WHEREAS, the Planning Advisory Board reviewed the Zoning Map Amendment request under PAB Case# 2019-16 at its Regular Meeting on December 11, 2019, and recommended approval; and

WHEREAS, notice of public hearing on such application was published in the News Leader, a newspaper of general circulation in Fernandina Beach, Nassau County, Florida, on November 29, 2019; and

WHEREAS, City staff found the applicant's request to be consistent with the direction of the Comprehensive Plan, specifically policies 1.01.02, 1.02.03, 1.02.04, 1.02.08, 1.02.09, and 1.07.07 and recommends approval of the applicant's request.

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

SECTION 1. The properties identified for these changes to the City's Zoning Map collectively total approximately 22.15 acres are identified hereto as Exhibit "A."

SECTION 2. ZONING MAP CHANGES. For the properties in question, the City's Zoning Map is hereby changed to either Conservation (CON) or Recreation (REC) based on the table provided in Exhibit "A."

SECTION 3. PROPERTIES INVOLVED. The properties identified for this change of the City's Zoning Map are identified as: Parcel ID number 11-3N-29-0000-0005-0000, totaling approximately 2.38 acres; Parcel ID number 00-00-31-1800-0180-0040, totaling approximately 0.15 acres; Parcel ID number 00-00-31-1800-0302-0000, totaling approximately 1.34 acres; Parcel ID number 00-00-30-021L-000D-0000, totaling approximately 0.07 acres; Parcel ID number 00-00-31-1800-0167-0170, totaling approximately 0.22 acres; Parcel ID number 00-00-31-1800-0161-0130, totaling approximately 0.23 acres; Parcel ID number 01-2N-28-0000-0002-0000, totaling approximately 2.92 acres; Parcel ID number 00-00-31-1680-0029-0050, totaling approximately 0.35 acres; Parcel ID number 00-00-31-1400-0003-0060, totaling approximately 0.47 acres; Parcel ID number 00-00-31-1800-0062-0030, totaling approximately 0.90 acres; Parcel ID number 00-00-31-1800-0217-0060, totaling approximately 1.58 acres; Parcel ID number 00-00-31-1800-0217-0010, totaling approximately 5.48 acres; Parcel ID number 00-00-31-1800-0077-0050, totaling approximately 0.45 acres; Parcel ID number 00-00-31-1680-0025-0070, totaling approximately 0.57 acres; Parcel ID number 00-00-31-128A-0PRK-0000, totaling approximately 0.14 acres; Parcel ID number 00-00-31-1800-0077-0050, totaling approximately 0.45 acres; Parcel ID number

00-00-31-1800-0062-0030, totaling approximately 0.90 acres; Parcel ID number 00-00-31-1800-0061-0010, totaling approximately 1.61 acres; Parcel ID number 00-00-31-1800-0067-0010, totaling approximately 0.69 acres; Parcel ID number 00-00-31-128A-0010-0000, totaling approximately 0.41 acres; Parcel ID number 00-00-31-114B-0007-0010, totaling approximately 0.15 acres; Parcel ID number 00-00-31-1720-000A-0080, totaling approximately 0.23 acres; Parcel ID number 00-00-31-1681-000A-0000, totaling approximately 0.23 acres; Parcel ID number 00-00-31-1720-000A-0010, totaling approximately 0.22 acres; collectively totaling approximately 22.15 acres of land and shown on the maps, attached hereto as Exhibit "A."

SECTION 4. ZONING MAP CHANGE. For the properties in question, the City's Zoning Map is hereby changed to Conservation (CON) or RECREATION (REC).

SECTION 5. SEVERABILITY. If any section, subsection, sentence, clause, phrase of this Ordinance, or the particular application thereof, shall be held invalid by any court, administrative agency or other body with appropriate jurisdiction, the remaining sections, subsections, sentences, clauses and phrases under application shall not be affected thereby.

SECTION 6. This Ordinance shall take effect immediately after its final enactment.

ENACTED this 18th day of August, 2020.

CITY OF FERNANDINA BEACH

JOHN A. MILLER
Mayor - Commissioner

ATTEST:

APPROVED AS TO FORM AND LEGALITY:



CAROLINE BEST
City Clerk

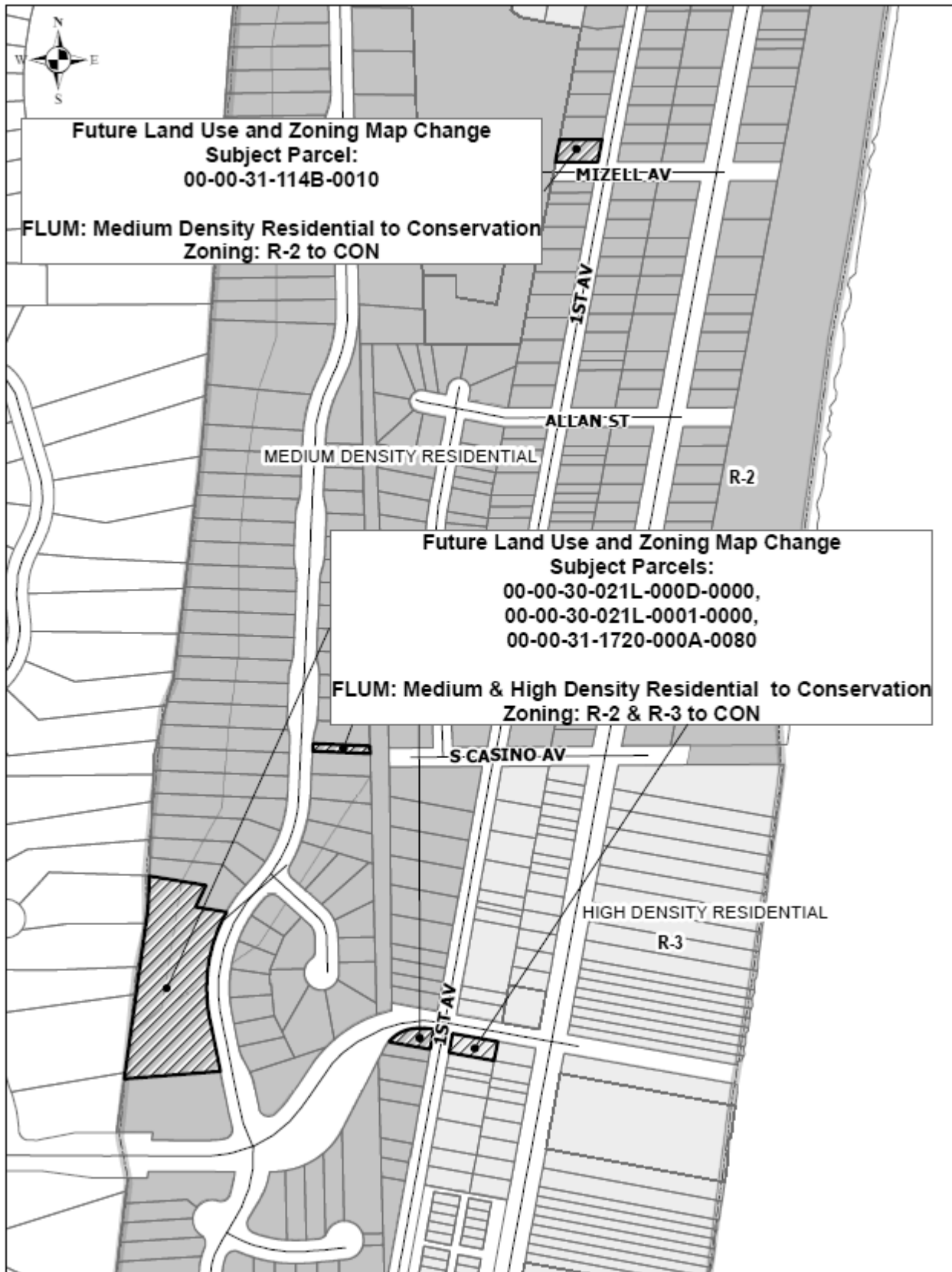
TAMMI E. BACH
City Attorney

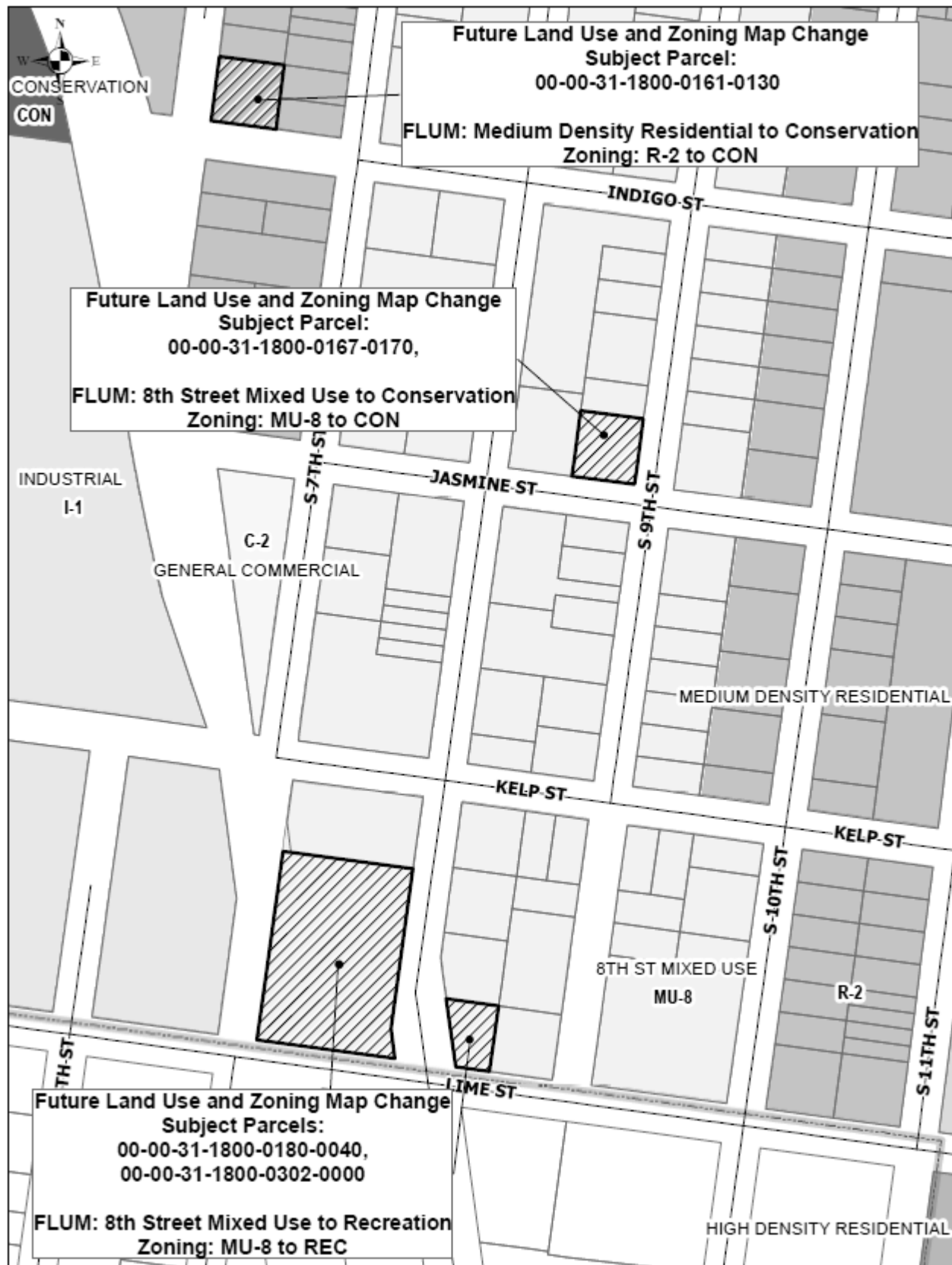
**ORDINANCE 2020-26
EXHIBIT "A"**

PARCEL NUMBER	LOCATION	FROM EXISTIN G ZONING	FROM EXISTING FUTURE LAND USE	ACREA GE	TO FUTURE LAND USE	TO ZONING
11-3N-29- 0000-0005- 0000	215.5 LIGHTHOUSE CIR	R-1	LOW DENSITY RESIDENTI AL	2.38	RECREATION	REC
00-00-31- 1800-0180- 0040	1198 S. 8TH ST	MU-8	8TH STREET MIXED USE	0.15	RECREATION	REC
00-00-31- 1800-0302- 0000	1129 S 8TH ST	MU-8	8TH STREET MIXED USE	1.34	RECREATION	REC
00-00-30- 021L-000D- 0000	ROBERT OLIVER AV	R-2	MEDIUM DENSITY RESIDENTI AL	0.07	LOT 2 ONLY - CONSERVATIO N	LOT 2 ONLY- CON
00-00-31- 1800-0167- 0170	S 9TH & JASMINE ST	MU-8	8TH STREET MIXED USE	0.22	CONSERVATIO N	CON
00-00-31- 1800-0161- 0130	S 6TH & INDIGO ST	R-2	MEDIUM DENSITY RESIDENTI AL	0.23	CONSERVATIO N	CON
01-2N-28- 0000-0002- 0000	ROBERT OLIVER AV	R-2	MEDIUM DENSITY RESIDENTI AL	2.92	CONSERVATIO N	CON
00-00-31- 1680-0029- 0050	OKLAWAHA AV	R-2	MEDIUM DENSITY RESIDENTI AL	0.36	CONSERVATIO N	CON
00-00-31- 1400-0003- 0060	N FLETCHER AV	R-1	LOW DENSITY RESIDENTI AL	0.47	CONSERVATIO N	CON
00-00-31- 1800-0062- 0030	N 6TH ST	R-2	MEDIUM DENSITY RESIDENTI	0.90	CONSERVATIO N	CON

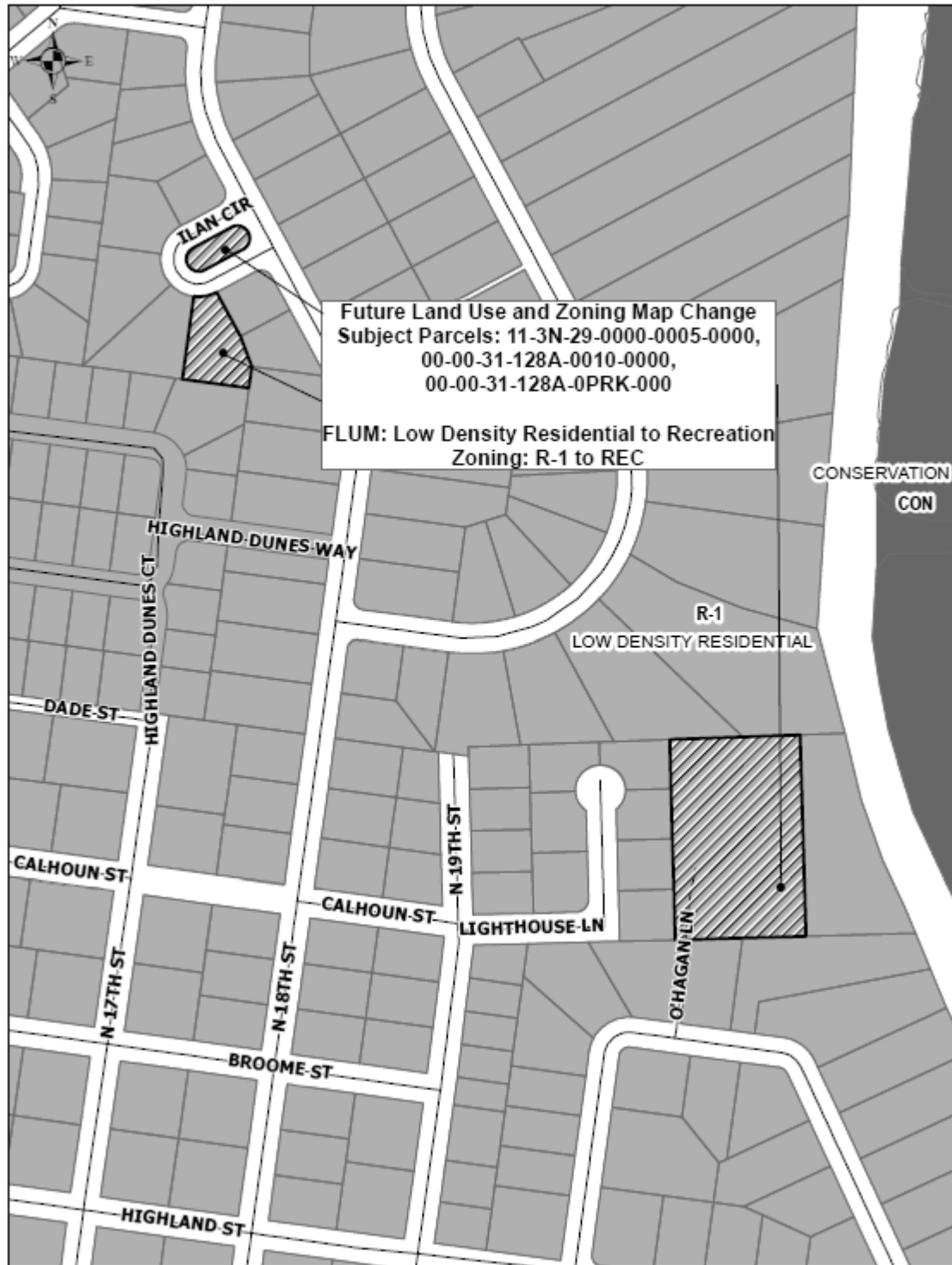
PARCEL NUMBER	LOCATION	FROM EXISTIN G ZONING	FROM EXISTING FUTURE LAND USE	ACREA GE	TO FUTURE LAND USE	TO ZONING
			AL			
00-00-31- 1800-0217- 0060	N 11TH STREET	R-2	MEDIUM DENSITY RESIDENTI AL	1.58	CONSERVATIO N	CON
00-00-31- 1800-0217- 0010	N 11TH ST	R-2	MEDIUM DENSITY RESIDENTI AL	5.48	CONSERVATIO N	CON
00-00-31- 1800-0077- 0050	N 10TH ST	R-2	MEDIUM DENSITY RESIDENTI AL	0.45	CONSERVATIO N	CON
00-00-31- 1680-0025- 0070	MATANZAS AV	R-2	MEDIUM DENSITY RESIDENTI AL	0.57	CONSERVATIO N	CON
00-00-31- 128A-0PRK- 0000	ILAN CIR	R-1	LOW DENSITY RESIDENTI AL	0.14	CONSERVATIO N	CON
00-00-31- 1800-0077- 0050	DADE STREET AND N 10TH ST	R-2	MEDIUM DENSITY RESIDENTI AL	0.45	CONSERVATIO N	CON
00-00-31- 1800-0062- 0030	DADE ST	R-2	MEDIUM DENSITY RESIDENTI AL	0.90	CONSERVATIO N	CON
00-00-31- 1800-0061- 0010	DADE ST	R-2	MEDIUM DENSITY RESIDENTI AL	1.61	CONSERVATIO N	CON
00-00-31- 1800-0067- 0010	CALHOUN ST	R-2	MEDIUM DENSITY RESIDENTI AL	0.69	CONSERVATIO N	CON
00-00-31- 128A-0010- 0000	3 ILAN CIR	R-1	LOW DENSITY RESIDENTI AL	0.41	CONSERVATIO N	CON

PARCEL NUMBER	LOCATION	FROM EXISTING ZONING	FROM EXISTING FUTURE LAND USE	ACREAGE	TO FUTURE LAND USE	TO ZONING
00-00-31- 114B-0007- 0010	2569 1ST AV	R-2	MEDIUM DENSITY RESIDENTIAL	0.15	CONSERVATION	CON
00-00-31- 1720-000A- 0080	1ST AV AND SIMMONS RD	R-2/R-3	MEDIUM DENSITY + HIGH DENSITY RESIDENTIAL	0.23	CONSERVATION	CON
00-00-31- 1681-000A- 0000	1ST AV	R-1	LOW DENSITY RESIDENTIAL	0.23	CONSERVATION	CON
00-00-31- 1720-000A- 0010	1ST AV	R-2	MEDIUM DENSITY RESIDENTIAL	0.22	CONSERVATION	CON
TOTAL				22.15		









APPROVED



**MINUTES
PLANNING ADVISORY BOARD
REGULAR MEETING
DECEMBER 11, 2019**

1. CALL TO ORDER – 5:02 pm

ROLL CALL / DETERMINATION OF QUORUM

MEMBERS PRESENT:

*Mark Bennett (Vice-Chair)
Richard Clark
Jenny Schaffer (Alt 1)
Peter Stevenson*

*Victoria Robas (Alt 2)
Greg Roland (arrived at 5:49 pm)
Genece Minshew*

MEMBERS ABSENT:

OTHERS PRESENT

*Tami Bach, City Attorney
Kelly Gibson, Planning Director
Samantha Rogic, Recording Secretary*

Alternate Member Schaffer was seated as a voting member until Member Roland's late arrival.

2. APPROVAL OF MEETING MINUTES

2.1 November 13, 2019

ACTION TAKEN: A motion was made by Member Clark, seconded by Member Minshew, to approve the minutes as presented.

Motion passed by unanimous voice vote.

3. OLD BUSINESS

3.1 **LAND DEVELOPMENT CODE TEXT AMENDMENTS (PAB CASE #: 2019-07): CITY OF FERNANDINA BEACH, FLORIDA REQUESTS LAND DEVELOPMENT CODE TEXT AMENDMENTS TO MODIFY STANDARDS FOR HEIGHT ENCROACHMENTS WITHIN SECTIONS 1.07.00 ADDING OR AMENDING CERTAIN DEFINITIONS; AMENDING SECTION 4.02.03 STANDARDS FOR BUILDINGS AND BUILDING PLACEMENT AND HEIGHT WITHIN SPECIAL FLOOD HAZARD AREAS; AND SECTION 10.02.01 VARIANCES TO DISALLOW GRANTING OF VARIANCES TO EXCEED MAXIMUM BUILDING HEIGHTS AND TO DEVIATE FROM REQUIRED SIDE YARD SETBACKS FOR BUILDINGS WITHIN 800 FEET OF THE MEAN HIGH WATER MARK OF THE ATLANTIC OCEAN.**

Doug Roselle, 524 Tarpon Ave, spoke in support of limiting unnecessary allowable height encroachments.

ACTION TAKEN: A motion was made by Member Clark, seconded by Member Roland, to table the item to the January regular meeting.

Motion passed by unanimous voice vote.

ACTION TAKEN: A motion was made by Member Clark, seconded by Member Minshew to accept staff recommendation with regard to the yellow highlighted language and 10.02.01 Sub 11 and 12 which are additions.

Motion passed by unanimous voice vote.

4. NEW BUSINESS

4.1 PAB 2019-16: Future Land Use Map and Zoning Map Amendments to Conservation and Recreation for City Owned Properties (pursuant to Ordinance 2019-05)

The following individuals spoke to the item:

Deb Harper, 835 Allen, inquired on the notice she received in the mail.

Jeff McDowell, 2820 Mantanzas, asked for clarification on which property near him is affected.

Margarete Kirkland, 1377 Plantation Point Drive, speaking on behalf of Amelia Tree Conservancy, asked for clarification on several parcels.

Barbara Smith, 923 9th Street.

ACTION TAKEN: A motion was made by Member Roland, seconded by Member Clark, to approve PAB 2019-16 as presented.

Motion passed by unanimous voice vote.

4.2 PAB 2019-17: Future Land Use Map and Zoning Map Amendments for Non-City owned lands to Conservation and Recreation (pursuant to Ordinance 2019-05)

Marine St & Marine St:

The following individuals spoke to the item:

James O'Conner, 703 Garden Street, has a lease with CSX

Brad O'Conner, 2440 Lyndale Road, has a lease with CSX

Eric Oliver, 706 Someruelus, has a lease with CSX

Jennifer Harrison, 820 Someruelus St, spoke to the significant history of the bluff.

Member Stevenson motioned for no action to be taken on the two parcels identified to keep as industrial waterfront. Member Minshew seconded.

Upon further discussion, Member Stevenson withdrew his motion.

ACTION TAKEN: A motion was made by Member Roland, seconded by Member Clark, to postpone the CSX parcels to the March Regular meeting to give Staff time to meet with CSX.

Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.

8th and Dade Street:

The following individuals spoke to the item:

Monica Cleveland, 2203 Belvedere Ave

Jill McCarthy, 2120 Belvedere Ave

ACTION TAKEN: A motion was made by Member Clark, Seconded by Member Stevenson, to approve Staff's recommendation of all non-city owned parcels, with the exception of the CSX properties as discussed and the parcel located on the corner of Dade and 8th Street (00-00-31-1800-0067-0050).

Vote upon passage of the motion was taken b y ayes and nays and being all ayes, carried.

5. BOARD BUSINESS

5.1 Review Draft Amendments to PAB Bylaws

Members of the Board discussed.

ACTION TAKEN: A motion was made by Member Minshew, seconded by Member Roland, to approve the bylaws as amended and presented.

Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.

The Board then unanimously agreed by voice vote, to vote on the final approval at the January 2020 regular meeting.

6. STAFF REPORT

7. PUBLIC COMMENT

8. ADJOURNMENT – 7:54 PM


Samantha Rogic, Recording Secretary


Mark Bennett, Vice-Chair



STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

APPLICATION FOR FUTURE LAND USE MAP + ZONING AMENDMENTS
CITY OWNED PARCELS

*** All required application materials have been received. All fees have been paid. All required notices have been made. All copies of required materials are part of the official record and have been made available on the City's website and at the Department of Planning and Conservation. ***

APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:		00-00-31-1681-000A-0000 AND CITY OF EERNANDINA BEACH				
APPLICANT/AGENT:		City of Fernandina Beach				
REQUESTED ACTION:		Future Land Use Map Amendment and Zoning Map Change (In accordance with action directed under Ord. 2019-05)				
LOCATION AND DESCRIPTION OF SITE:		1 st Avenue & Bill Melton Road				
CURRENT LAND USE + ZONING:		Low Density Residential + R-1				
PROPOSED LAND USE + ZONING:		Conservation + CON				
EXISTING USES ON SITE:		Utility Lift Station				
PROPERTY SIZE:		0.23 Acres				
ENVIRONMENTAL CHARACTERISTICS:		<u>Flood zone</u>	<u>Potential Wetlands</u>	<u>Avg. Topography</u>	<u>Soil Type</u>	<u>Coastal Upland Protection Zone</u>
		X : Not SFHA	N/A	15'	Fripp Fine Sand Rolling	Yes
ADJACENT PROPERTIES:		<u>Direction</u>	<u>Existing Use(s)</u>	<u>Year Built</u>	<u>Zoning</u>	<u>FLUM</u>
		North	Residential	1992	R-1	LDR
		South	Residential	1986	R-1	LDR
		East	Residential	1984	R-1	LDR
		West	Residential	1984	R-1	LDR
APPLICABLE COMPREHENSIVE PLAN POLICIES:		1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering); 1.07.15 (conservation land use category); Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands); 6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools)				
Reference: www.fbfl.us/Compplan						



STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

APPLICABLE LAND DEVELOPMENT CODE SECTIONS:	2.00.03 (Establishment of district boundary); 2.01.20 (CON zoning district); 4.05.00 (Landscaping, Buffers, and Tree Protection); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) Reference: www.fbfl.us/LDC
STAFF RECOMMENDATION:	Staff finds the requested amendments to be sufficiently compliant with the Comprehensive Plan, Land Development Code, and established City Commission Goal to increase conservation land use and zoning acreage. Staff recommends approval of the request.

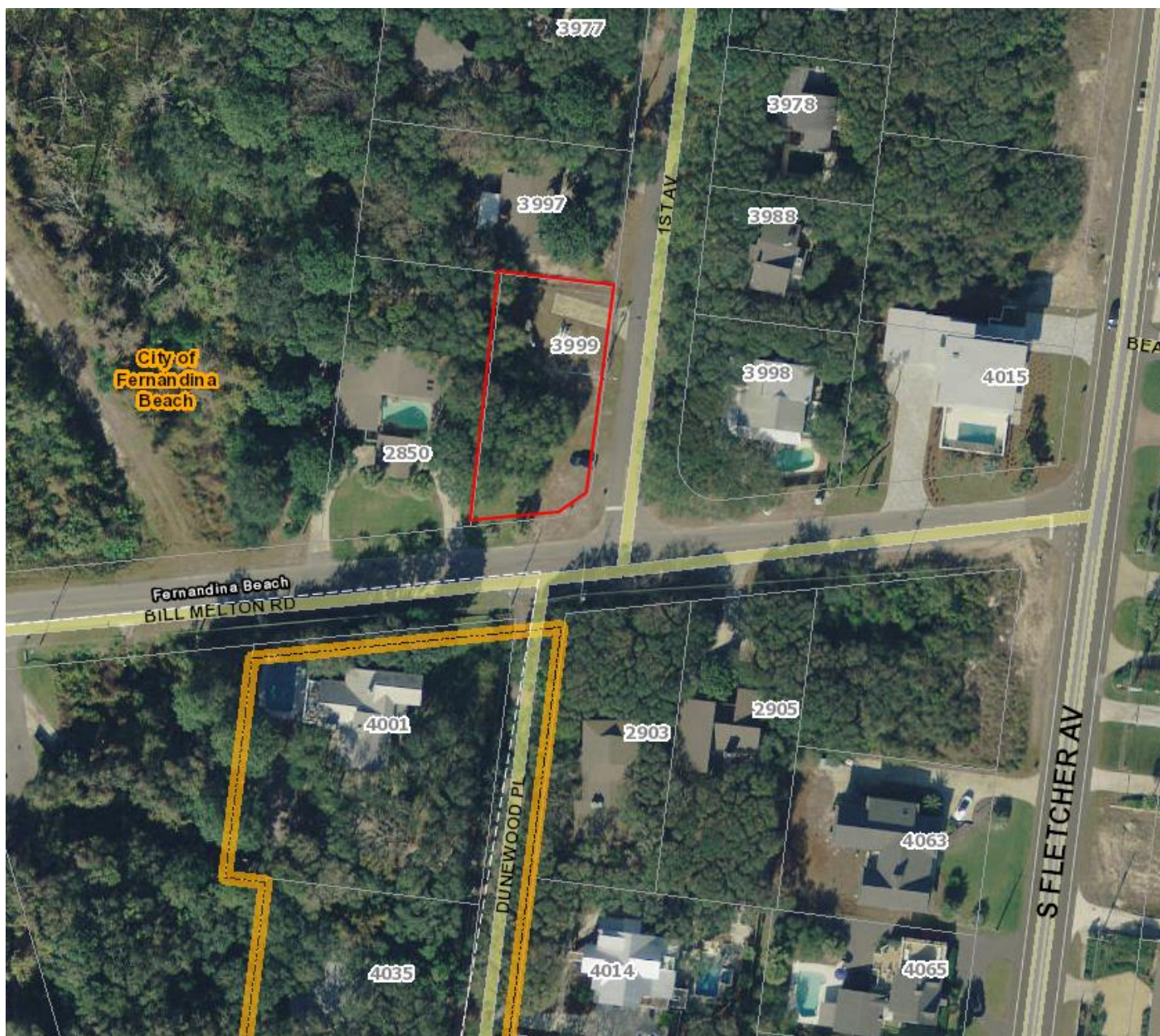
Submitted by:

Kelly N. Gibson, AICP
Director



STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

PROPERTY BOUNDARY





STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

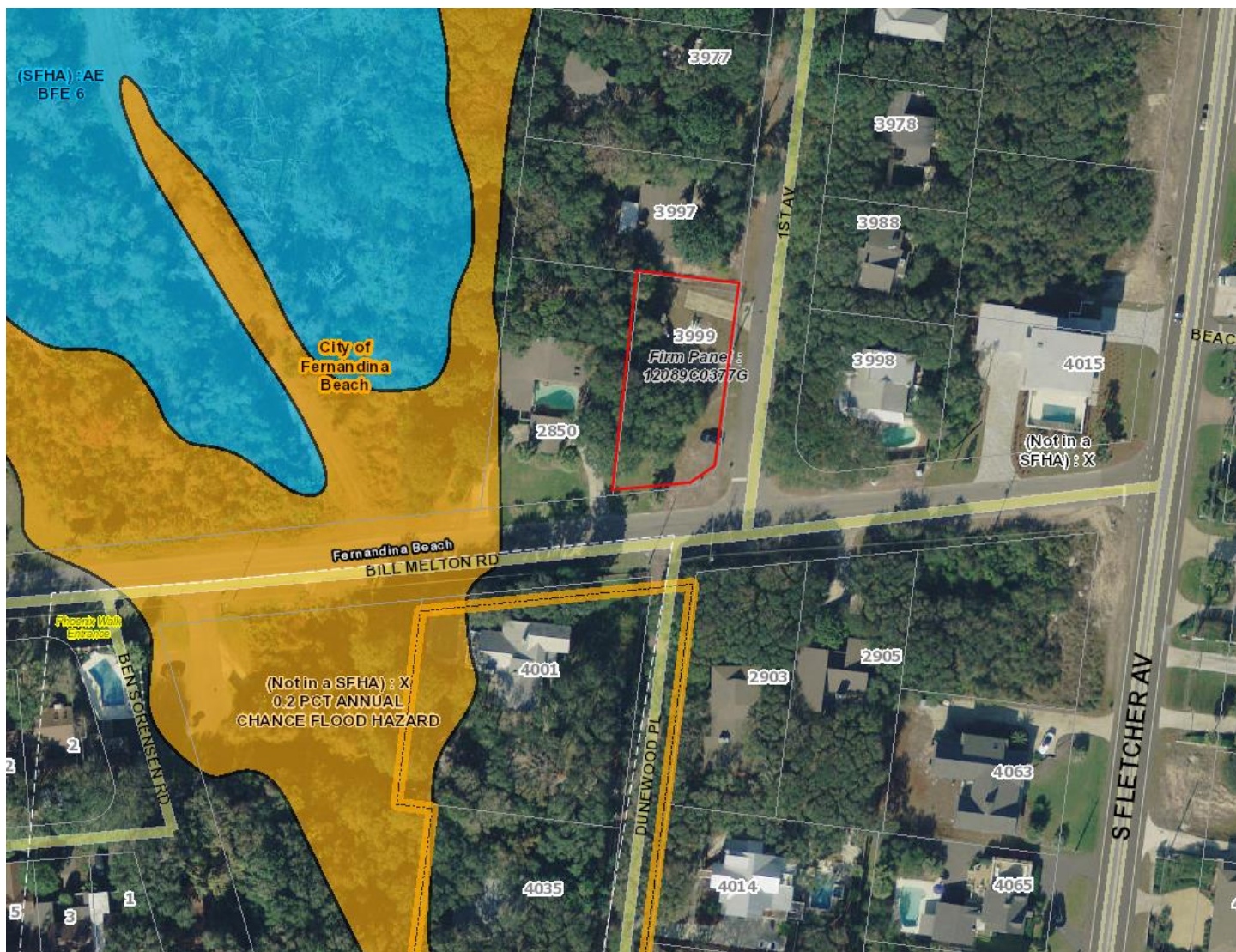
CURRENT LAND USE AND ZONING





STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

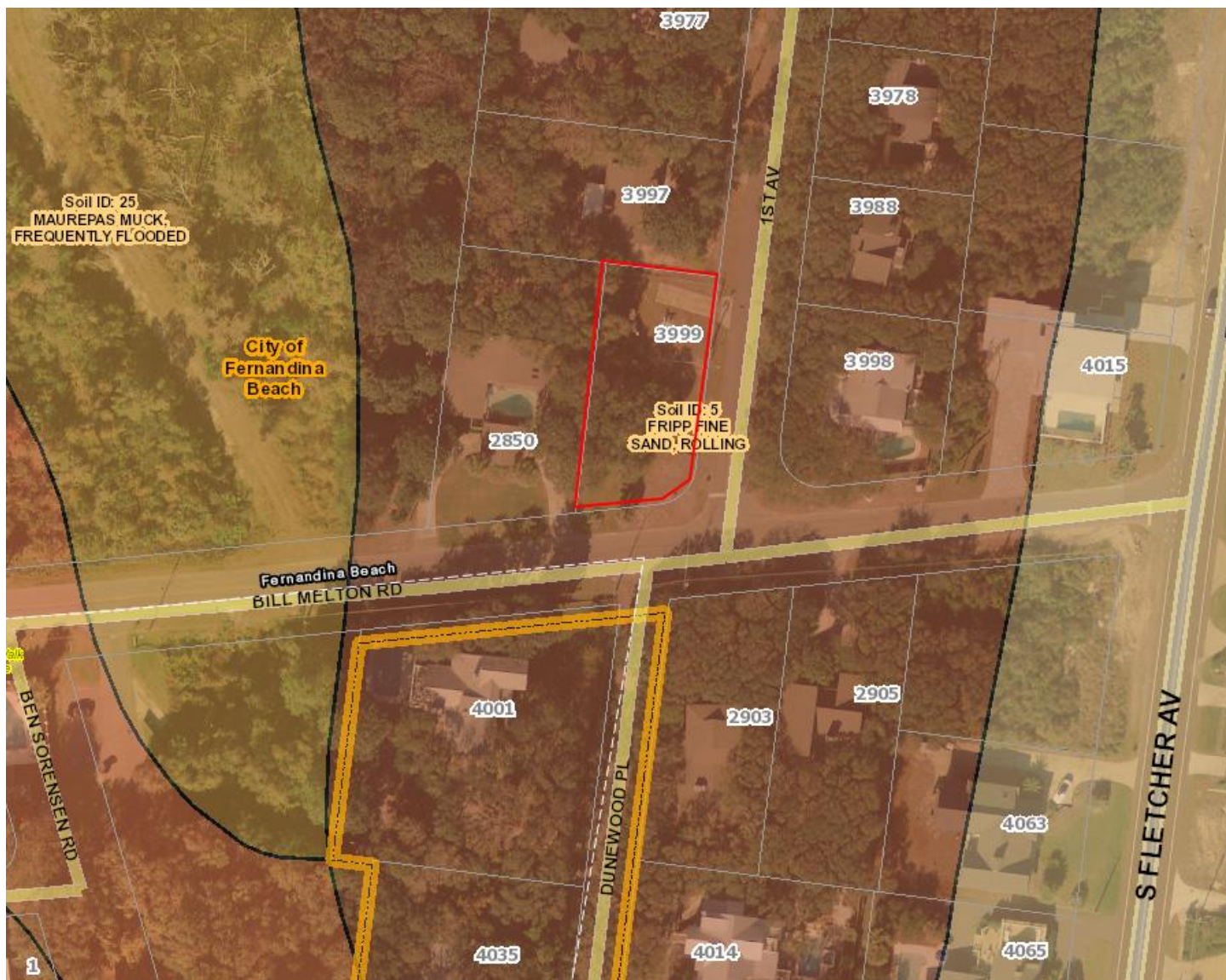
FLOODZONE





STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

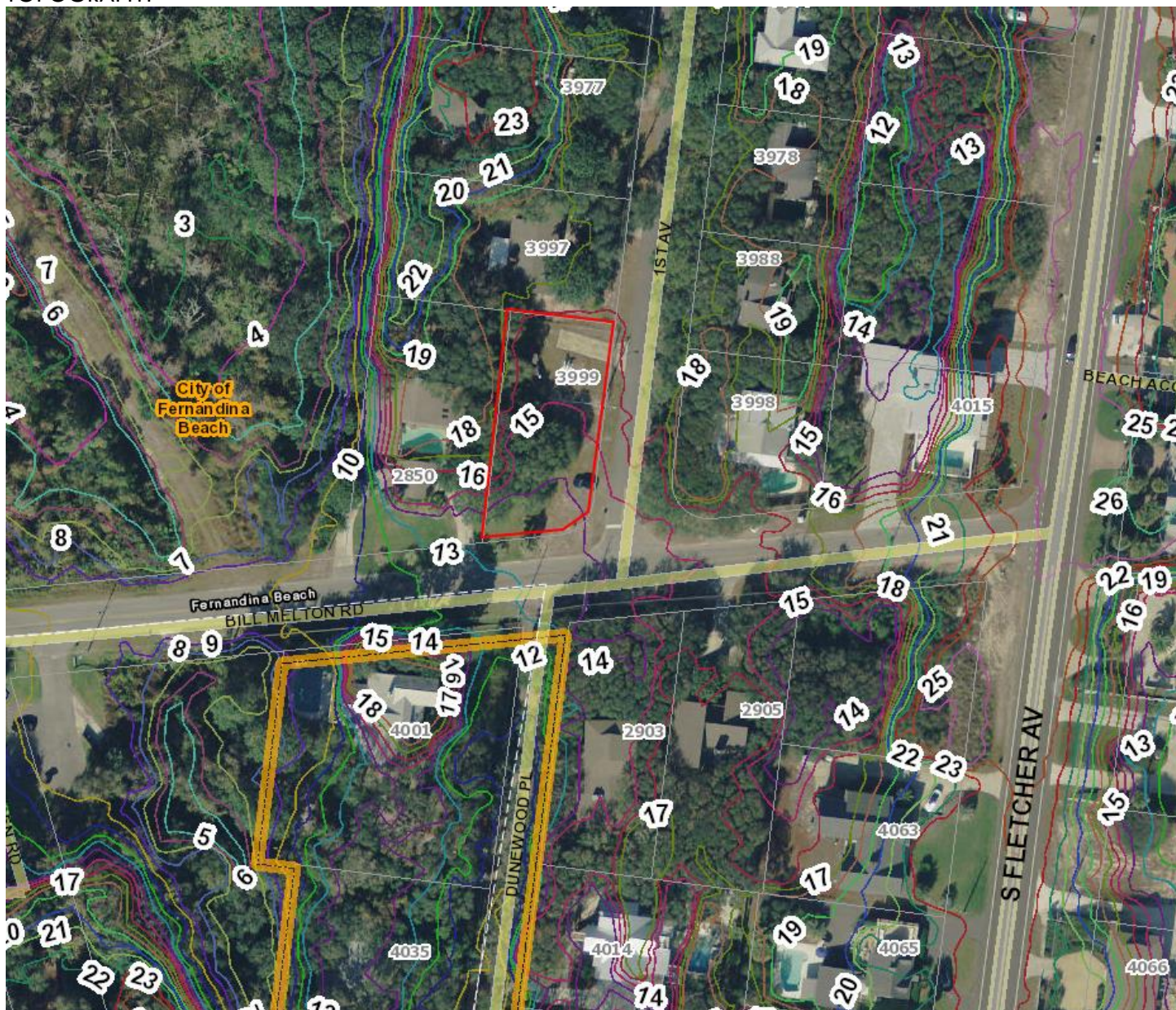
SOILS





STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

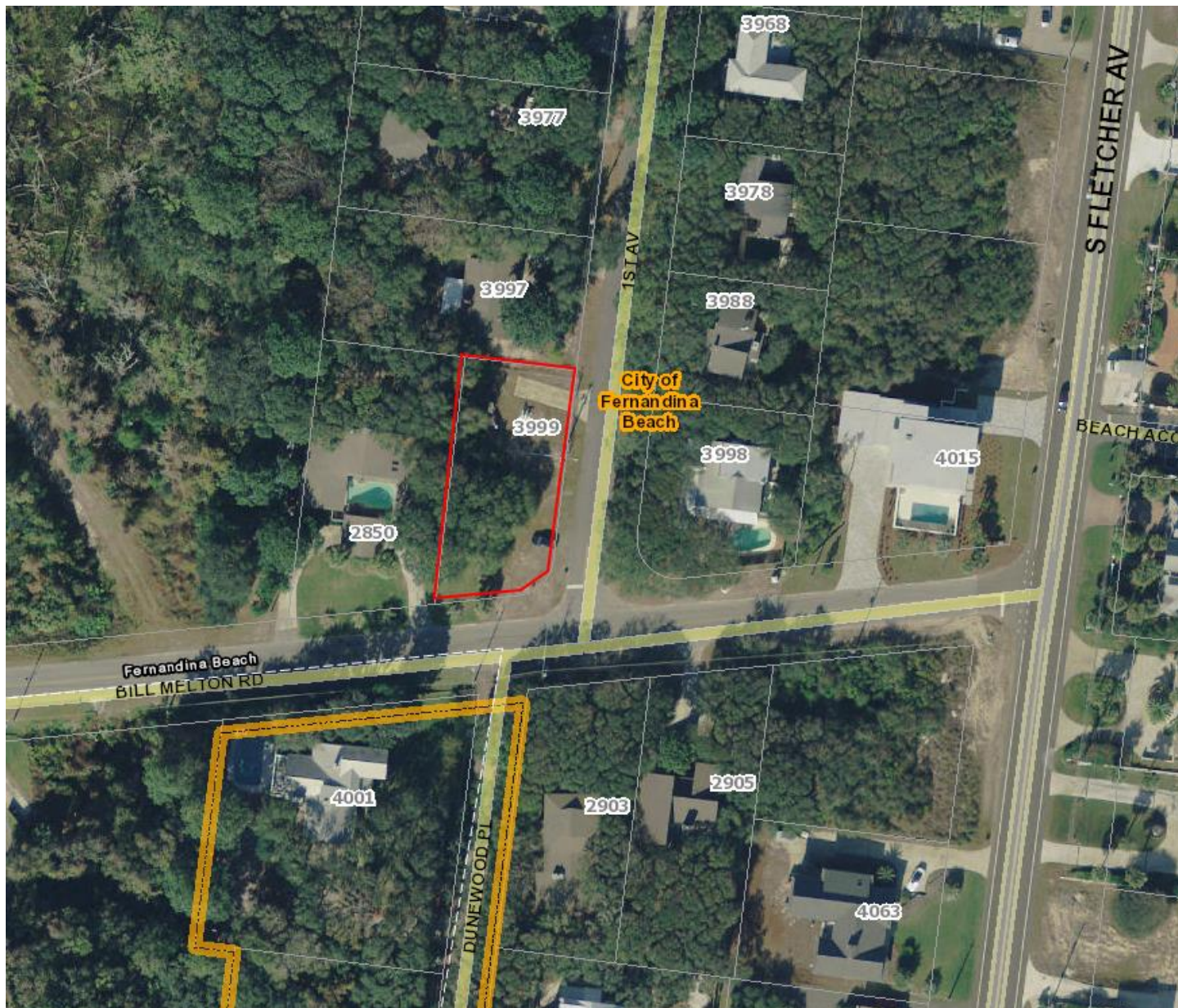
TOPOGRAPHY





STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

WETLANDS – Not applicable.





STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

STORM SURGE ZONE (COASTAL HIGH HAZARD AREA DEFINED AS CATEGORY 1 ZONE)





STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

APPLICATION FOR FUTURE LAND USE MAP + ZONING AMENDMENTS
CITY OWNED PARCELS

*** All required application materials have been received. All fees have been paid. All required notices have been made. All copies of required materials are part of the official record and have been made available on the City's website and at the Department of Planning and Conservation. ***

APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:	00-00-31-1720-000A-0080 AND CITY OF EERNANDINA BEACH				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change (In accordance with action directed under Ord. 2019-05)				
LOCATION AND DESCRIPTION OF SITE:	1 st Avenue and Simmons Road				
CURRENT LAND USE + ZONING:	East Side – High Density Residential + R-3 West Side – Medium Density Residential + R-3				
PROPOSED LAND USE + ZONING:	Conservation + CON				
EXISTING USES ON SITE:	Vacant				
PROPERTY SIZE:	0.23 Acres				
ENVIRONMENTAL CHARACTERISTICS:	<u>Flood zone</u>	<u>Potential Wetlands</u>	<u>Avg. Topography</u>	<u>Soil Type</u>	<u>Coastal Upland Protection Zone</u>
	X : Not SFHA	N/A	16'	Fripp Fine Sand Rolling	Yes
ADJACENT PROPERTIES:	<u>Direction</u>	<u>Existing Use(s)</u>	<u>Year Built</u>	<u>Zoning</u>	<u>FLUM</u>
	North	Residential	2000	R-2+R3	MDR+HDR
	South	Residential	1999	R-2+R-3	MDR+HDR
	East	Residential	1971	R-3	HDR
	West	Residential	1996	R-2	MDR
APPLICABLE COMPREHENSIVE PLAN POLICIES:	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering); 1.07.15 (conservation land use category); Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands); 6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) Reference: www.fbfl.us/Compplan				



STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

APPLICABLE LAND DEVELOPMENT CODE SECTIONS:	2.00.03 (Establishment of district boundary); 2.01.20 (CON zoning district); 4.05.00 (Landscaping, Buffers, and Tree Protection); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) Reference: www.fbfl.us/LDC
STAFF RECOMMENDATION:	Staff finds the requested amendments to be sufficiently compliant with the Comprehensive Plan, Land Development Code, and established City Commission Goal to increase conservation land use and zoning acreage. Staff recommends approval of the request.

Submitted by:

Kelly N. Gibson, AICP
Director



This aerial map displays a residential neighborhood in St. Augustine, Florida. The map features several streets, including Simmons Rd and 1st Ave. Property boundaries are clearly marked with white lines, and lot numbers are visible throughout the area. Two lots are specifically highlighted with red outlines: Lot 16 (labeled 3053) and Lot 8 (labeled 3035). The City of Fernandina Beach is also indicated on the map. The map includes various lot numbers and dimensions, such as 101.67, 94.69, 120.61, and 120.57. The map also shows the presence of trees and other vegetation.



STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

FLOODZONE





This aerial map displays a residential neighborhood with several streets and property lots. The streets shown include SIMMONS RD, STAY, and a road labeled 198.85. The lots are numbered, with some having specific area measurements. A red outline highlights a specific area, and a label indicates the soil ID and type for that area.

City of Fernandina Beach

**Soil ID: 5
FRIPP FINE
SAND/ROLLING**

3053

3061

3046

3047

3048

3049

3050

3051

3052

3053

3054

3055

3056

3057

3058

3059

3060

3061

3062

3063

3064

3065

3066

3067

3068

3069

3070

3071

3072

3073

3074

3075

3076

3077

3078

3079

3080

3081

3082

3083

3084

3085

3086

3087

3088

3089

3090

3091

3092

3093

3094

3095

3096

3097

3098

3099

3100

3101

3102

3103

3104

3105

3106

3107

3108

3109

3110

3111

3112

3113

3114

3115

3116

3117

3118

3119

3120

3121

3122

3123

3124

3125

3126

3127

3128

3129

3130

3131

3132

3133

3134

3135

3136

3137

3138

3139

3140

3141

3142

3143

3144

3145

3146

3147

3148

3149

3150

3151

3152

3153

3154

3155

3156

3157

3158

3159

3160

3161

3162

3163

3164

3165

3166

3167

3168

3169

3170

3171

3172

3173

3174

3175

3176

3177

3178

3179

3180

3181

3182

3183

3184

3185

3186

3187

3188

3189

3190

3191

3192

3193

3194

3195

3196

3197

3198

3199

3200

3201

3202

3203

3204

3205

3206

3207

3208

3209

3210

3211

3212

3213

3214

3215

3216

3217

3218

3219

3220

3221

3222

3223

3224

3225

3226

3227

3228

3229

3230

3231

3232

3233

3234

3235

3236

3237

3238

3239

3240

3241

3242

3243

3244

3245

3246

3247

3248

3249

3250

3251

3252

3253

3254

3255

3256

3257

3258

3259

3260

3261

3262

3263

3264

3265

3266

3267

3268

3269

3270

3271

3272

3273

3274

3275

3276

3277

3278

3279

3280

3281

3282

3283

3284

3285

3286

3287

3288

3289

3290

3291

3292

3293

3294

3295

3296

3297

3298

3299

3300

3301

3302

3303

3304

3305

3306

3307

3308

3309

3310

3311

3312

3313

3314

3315

3316

3317

3318

3319

3320

3321

3322

3323

3324

332



STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

TOPOGRAPHY

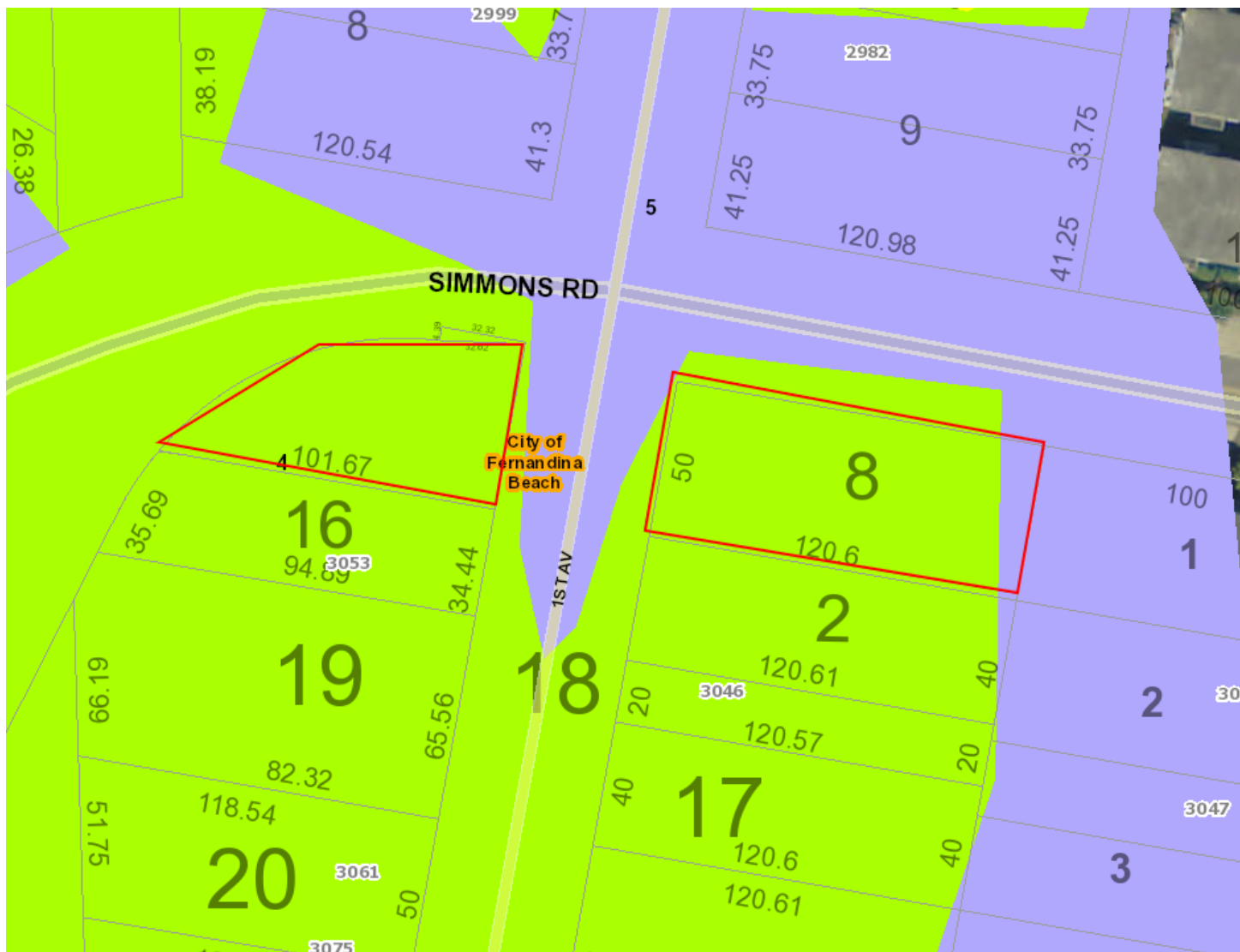


[illegible]



STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

STORM SURGE ZONE (COASTAL HIGH HAZARD AREA DEFINED AS CATEGORY 1 ZONE)





STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

APPLICATION FOR FUTURE LAND USE MAP + ZONING AMENDMENTS
CITY OWNED PARCELS

*** All required application materials have been received. All fees have been paid. All required notices have been made. All copies of required materials are part of the official record and have been made available on the City's website and at the Department of Planning and Conservation. ***

APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:	00-00-31-1800-0180-0040 AND CITY OF FERNANDINA BEACH 00-00-31-1800-0302-0000 AND CITY OF FERNANDINA BEACH				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change (In accordance with action directed under Ord. 2019-05)				
LOCATION AND DESCRIPTION OF SITE:	South 8th & Lime Street				
CURRENT LAND USE + ZONING:	8 th ST Mixed Use + MU-8				
PROPOSED LAND USE + ZONING:	Recreation + REC				
EXISTING USES ON SITE:	Vacant				
PROPERTY SIZE:	00-00-31-1800-0180-0040 – 0.15 Acres 00-00-31-1800-0302-0000 – 1.34 Acres				
ENVIRONMENTAL CHARACTERISTICS:	<u>Flood zone</u>	<u>Potential Wetlands</u>	<u>Avg. Topography</u>	<u>Soil Type</u>	<u>Coastal Upland Protection Zone</u>
	X : Not SFHA	No	15'	Urban Land	No
ADJACENT PROPERTIES:	<u>Direction</u>	<u>Existing Use(s)</u>	<u>Year Built</u>	<u>Zoning</u>	<u>FLUM</u>
	North	Retail	1973	MU-8	8 th St. MU
	South	County	-	-	-
	East	Vacant	-	MU-8	8 th St. MU
	West	Warehouse	1947	I-1	Industrial
APPLICABLE COMPREHENSIVE PLAN POLICIES:	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering); 1.07.15 (conservation land use category); Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands); 6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) Reference: www.fbfl.us/Compplan				
APPLICABLE LAND	2.00.03 (Establishment of district boundary);				



STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

DEVELOPMENT CODE SECTIONS:	2.01.20 (CON zoning district); 4.05.00 (Landscaping, Buffers, and Tree Protection); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) Reference: www.fbfl.us/LDC
STAFF RECOMMENDATION:	Staff finds the requested amendments to be sufficiently compliant with the Comprehensive Plan, Land Development Code, and established City Commission Goal to increase conservation land use and zoning acreage. Staff recommends approval of the request.

Submitted by:

A handwritten signature in blue ink that reads "Kelly N. Gibson".

Kelly N. Gibson, AICP
Director





[illegible]



STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

TOPOGRAPHY

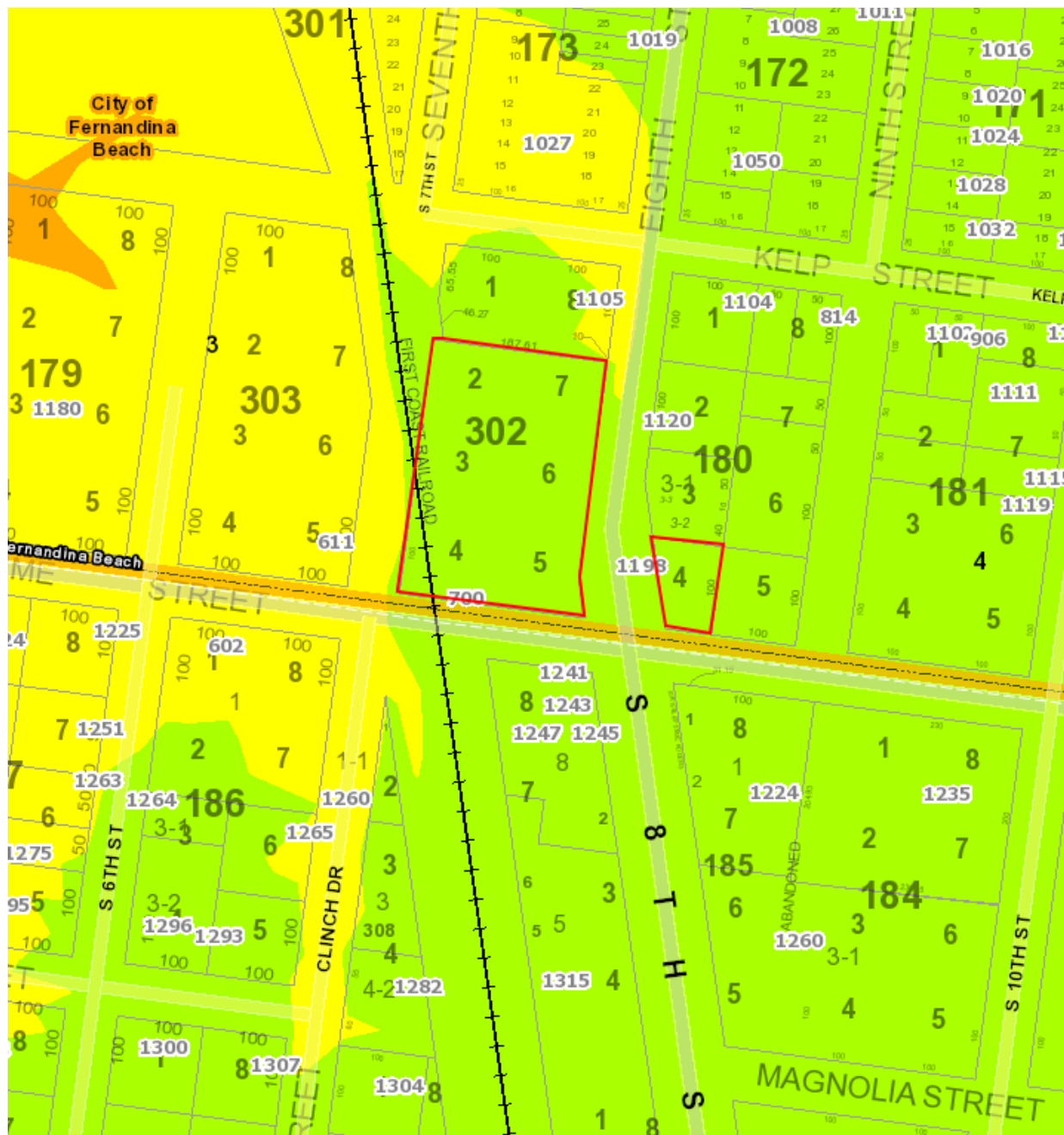






STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

STORM SURGE ZONE (COASTAL HIGH HAZARD AREA DEFINED AS CATEGORY 1 ZONE)





STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

APPLICATION FOR FUTURE LAND USE MAP + ZONING AMENDMENTS
CITY OWNED PARCELS

*** All required application materials have been received. All fees have been paid. All required notices have been made. All copies of required materials are part of the official record and have been made available on the City's website and at the Department of Planning and Conservation. ***

APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:	00-00-31-128A-0010-0000 00-00-31-128A-OPRK-0000 CITY OF EERNANDINA BEACH				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change (In accordance with action directed under Ord. 2019-05)				
LOCATION AND DESCRIPTION OF SITE:	ILAN CIRCLE – Vacant and Vacant with Utilities				
CURRENT LAND USE + ZONING:	Low Density Residential (LDR) and R-1 Zoning				
PROPOSED LAND USE + ZONING:	Conservation + CON				
EXISTING USES ON SITE:	Vacant/ Undisturbed				
PROPERTY SIZE:	00-00-31-128A-0010-0000: 0.41 acres 00-00-31-128A-OPRK-0000: 0.14 acres				
ENVIRONMENTAL CHARACTERISTICS:	<u>Flood zone</u>	<u>Potential Wetlands</u>	<u>Avg. Topography</u>	<u>Soil Type</u>	<u>Coastal Upland Protection Zone</u>
	X	NO	12-22 FT	FINE SANDS	NO
ADJACENT PROPERTIES:	<u>Direction</u>	<u>Existing Use(s)</u>	<u>Year Built</u>	<u>Zoning</u>	<u>FLUM</u>
	North	SF Homes	Varies	R-1	Low Density Residential (LDR)
	South	"	"	"	"
	East	"	"	"	"
	West	"	"	"	"
APPLICABLE COMPREHENSIVE PLAN POLICIES:	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering); 1.07.15 (conservation land use category); Objective 5.10 (Wildlife Planning) and specific policies 5.10.01, 5.10.02, 5.10.05; Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands) Reference: www.fbfl.us/Compplan				
APPLICABLE LAND	2.00.03 (Establishment of district boundary);				



STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

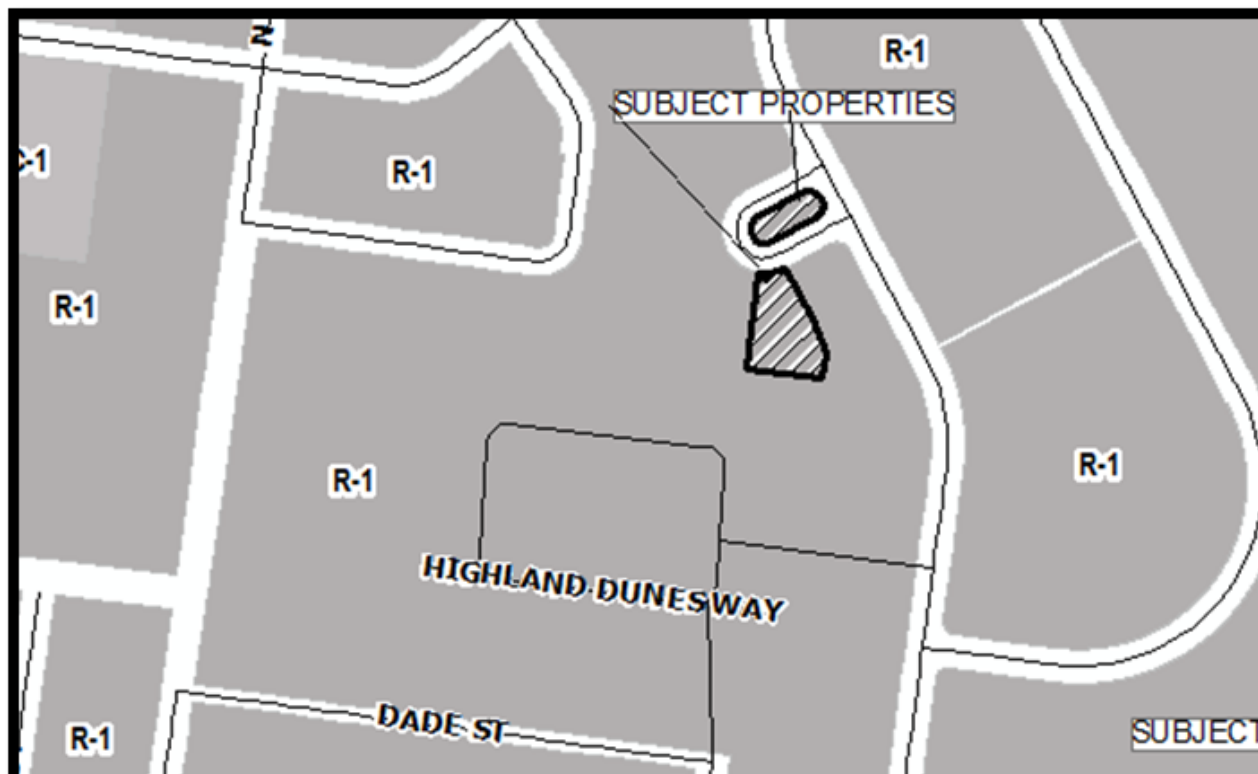
DEVELOPMENT CODE SECTIONS:	2.01.20 (CON zoning district); 4.05.00 (Landscaping, Buffers, and Tree Protection); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) Reference: www.fbfl.us/LDC
STAFF RECOMMENDATION:	Staff finds the requested amendments to be sufficiently compliant with the Comprehensive Plan, Land Development Code, and established City Commission Goal to increase conservation land use and zoning acreage. Staff recommends approval of the request.

Kelly N. Gibson, AICP
Director



STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

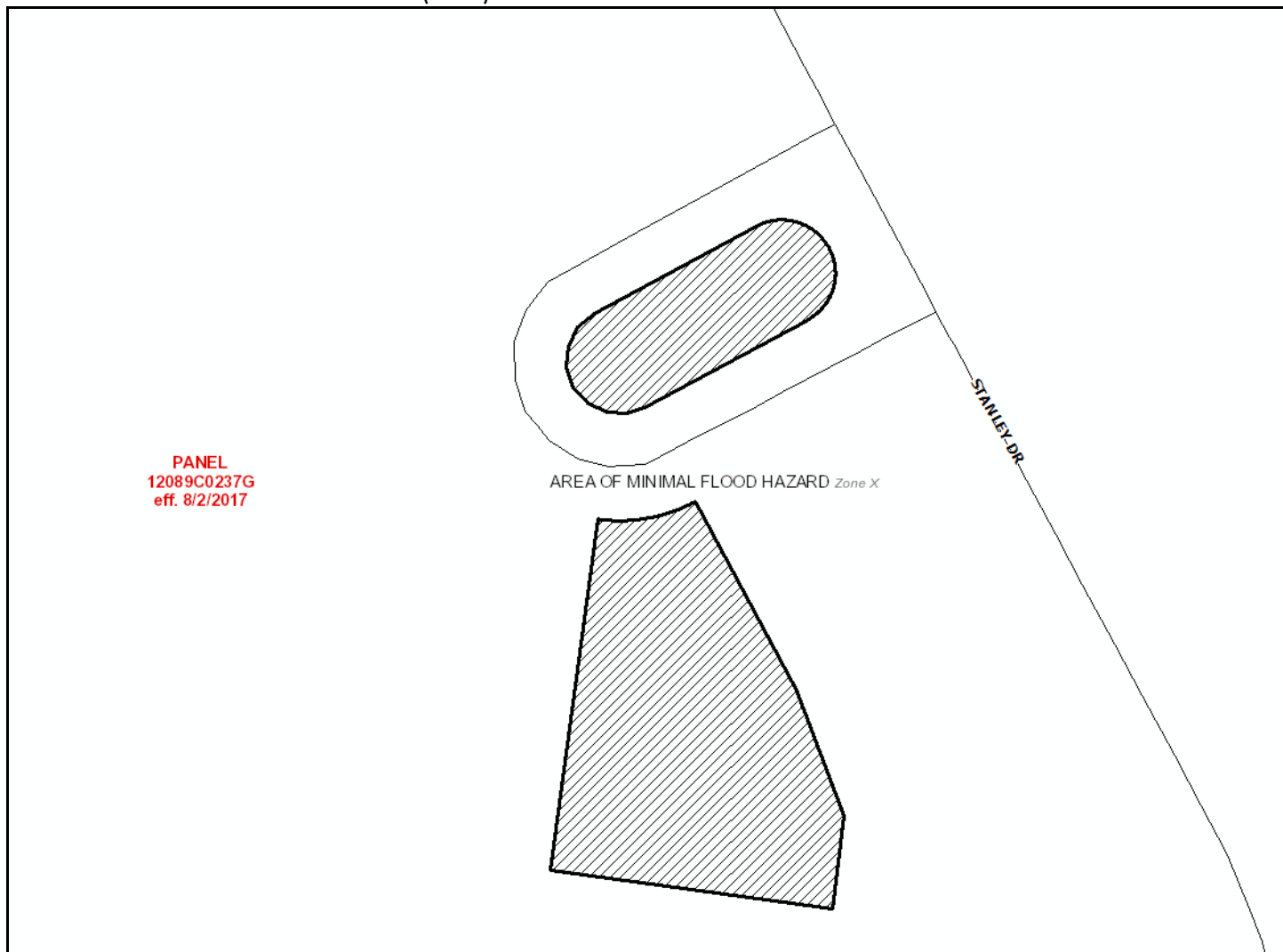
MAP OF PROPERTY BOUNDARIES AND EXISTING LAND USE MAP DESIGNATION (LOW DENSITY RESIDENTIAL -LDR)
AND ZONING DISTRICT OF LOW DENSITY RESIDENTIAL (R-1)





STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

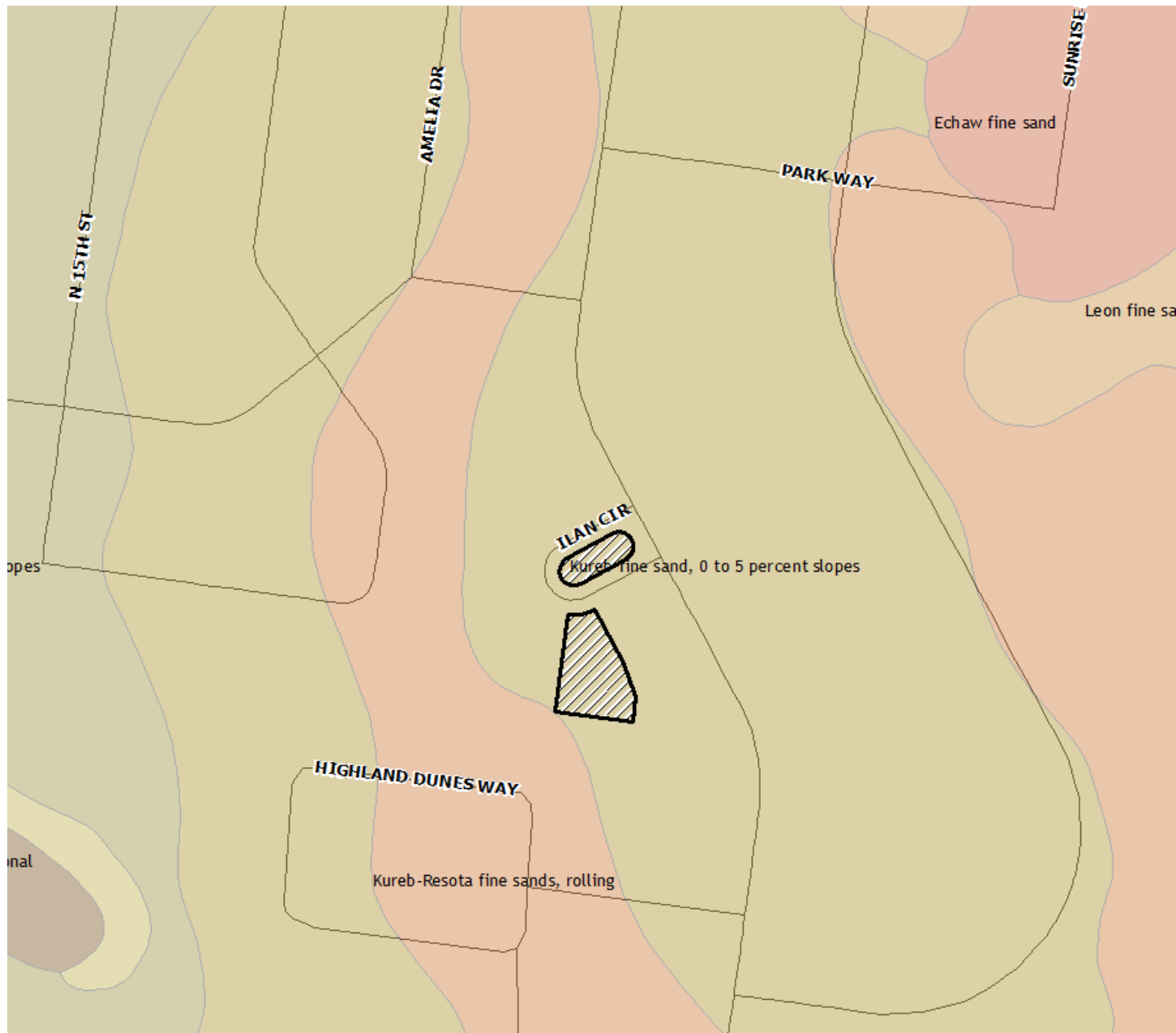
FEMA FLOOD INSURANCE RATE MAP (FIRM) FLOODZONES



SOILS MAP



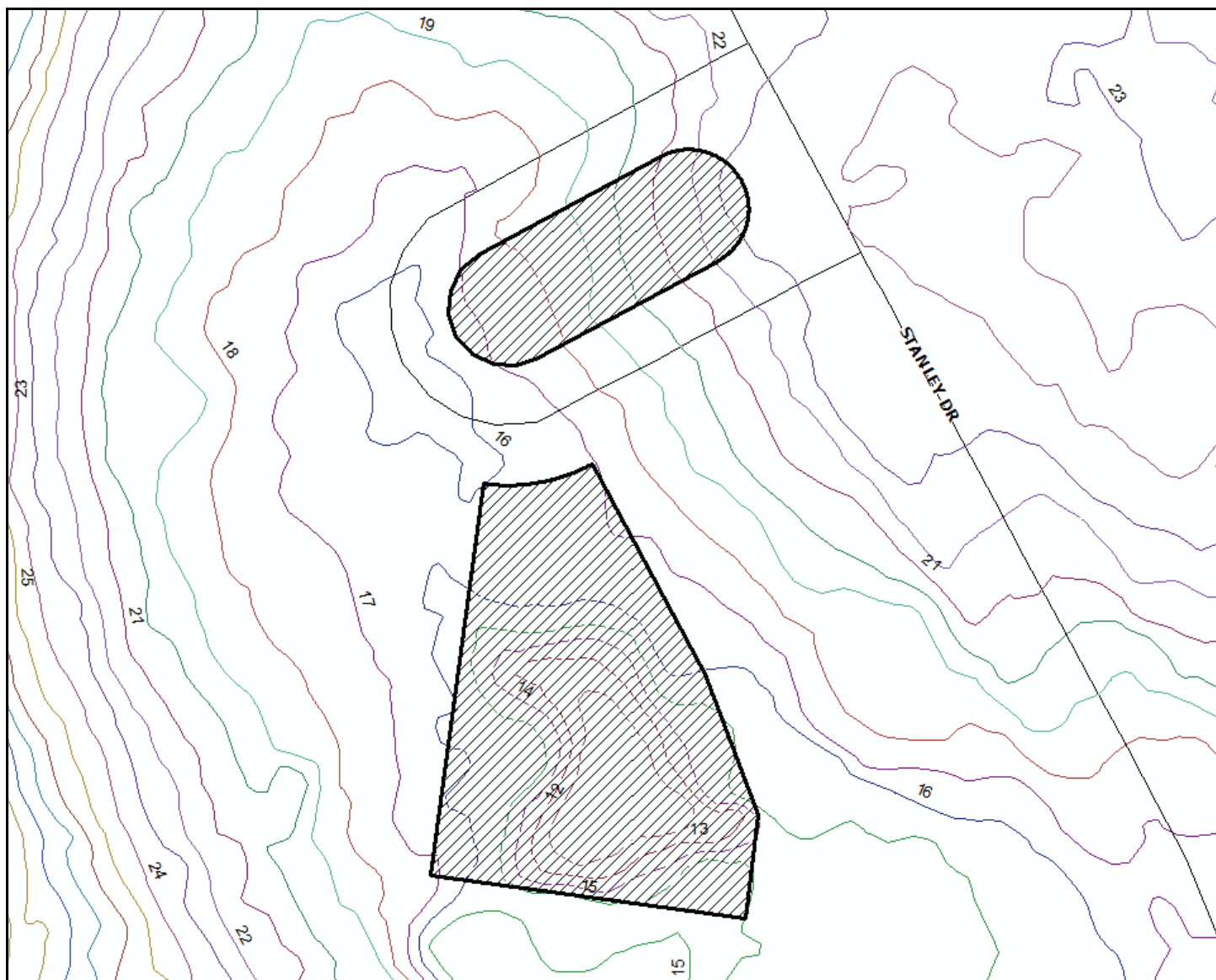
STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019





STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

TOPOGRAPHY MAP





STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

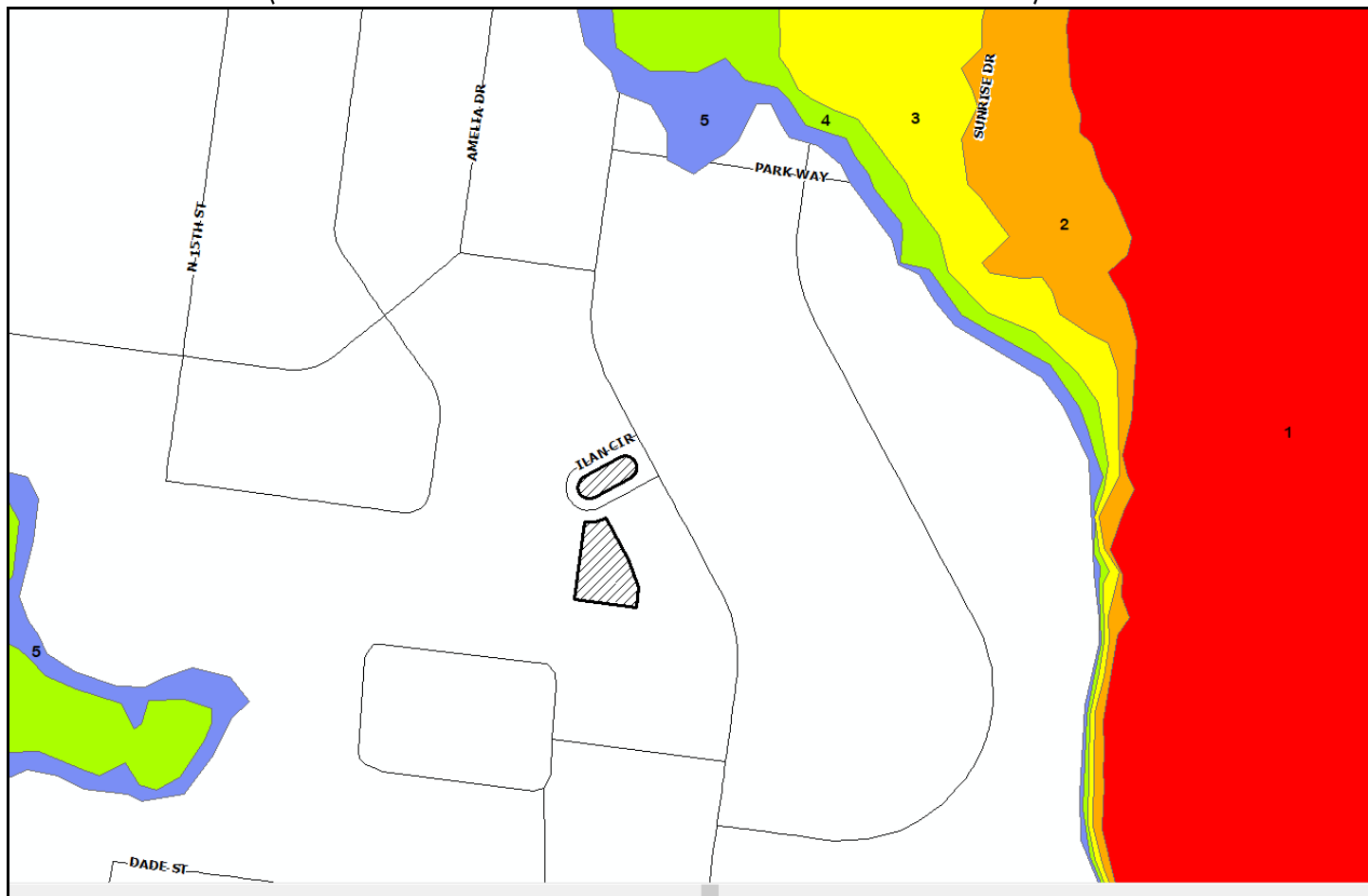
WETLANDS MAP





STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

STORM SURGE ZONE (COASTAL HIGH HAZARD AREA DEFINED AS CATEGORY 1 ZONE) MAP





STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

APPLICATION FOR FUTURE LAND USE MAP + ZONING AMENDMENTS
CITY OWNED PARCELS

*** All required application materials have been received. All fees have been paid. All required notices have been made. All copies of required materials are part of the official record and have been made available on the City's website and at the Department of Planning and Conservation. ***

APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:	00-00-31-1680-0029-0050 AND CITY OF FERNANDINA BEACH 00-00-31-1680-0025-0070 AND CITY OF FERNANDINA BEACH				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change (In accordance with action directed under Ord. 2019-05)				
LOCATION AND DESCRIPTION OF SITE:	Matanzas & Ariana Avenue				
CURRENT LAND USE + ZONING:	Medium Density Residential + R-2				
PROPOSED LAND USE + ZONING:	Conservation + CON				
EXISTING USES ON SITE:	Vacant				
PROPERTY SIZE:	00-00-31-1680-0029-0050 - 0.36 Acres 00-00-31-1680-0025-0070 - 0.57 Acres				
ENVIRONMENTAL CHARACTERISTICS:	<u>Flood zone</u>	<u>Potential Wetlands</u>	<u>Avg. Topography</u>	<u>Soil Type</u>	<u>Coastal Upland Protection Zone</u>
	AE 6	Yes	Varies 18' to 3'	Fripp Fine Sand Rolling. Maurepas Muck.	Yes
ADJACENT PROPERTIES:	<u>Direction</u>	<u>Existing Use(s)</u>	<u>Year Built</u>	<u>Zoning</u>	<u>FLUM</u>
	North	Vacant	-	R-2	MDR
	South	Vacant	-	CON	CON
	East	Residential	2002	R-2	MDR
	West	Golf Course	-	R-1	LDR
APPLICABLE COMPREHENSIVE PLAN POLICIES:	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering); 1.07.15 (conservation land use category); Objective 5.08 (Wetlands Protection and Preservation) and all policy statements which follow; Objective 5.10 (Wildlife Planning) and specific policies 5.10.01, 5.10.02, 5.10.05 5.14.09 (development standards for environmentally sensitive and conservation lands);				



STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

	Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands); 6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) Reference: www.fbfl.us/Compplan
APPLICABLE LAND DEVELOPMENT CODE SECTIONS:	2.00.03 (Establishment of district boundary); 2.01.20 (CON zoning district); 3.02.06 (Land Uses within Areas of Special Flood Hazard); 3.03.00 (Wetland Protection); 4.05.00 (Landscaping, Buffers, and Tree Protection); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) Reference: www.fbfl.us/LDC
STAFF RECOMMENDATION:	Staff finds the requested amendments to be sufficiently compliant with the Comprehensive Plan, Land Development Code, and established City Commission Goal to increase conservation land use and zoning acreage. Staff recommends approval of the request.

Submitted by:

Kelly N. Gibson, AICP
Director



STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

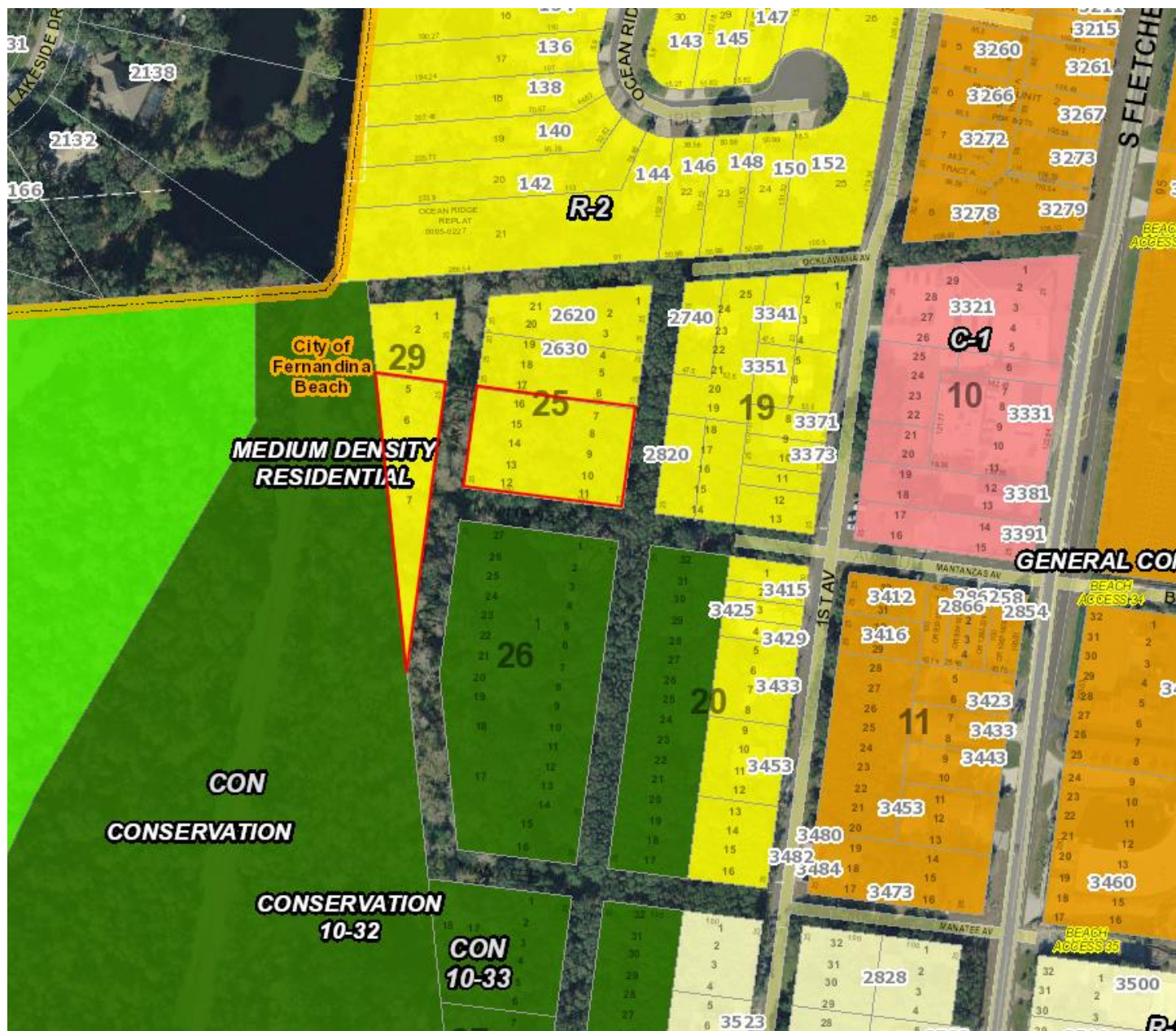
PROPERTY BOUNDARY





STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

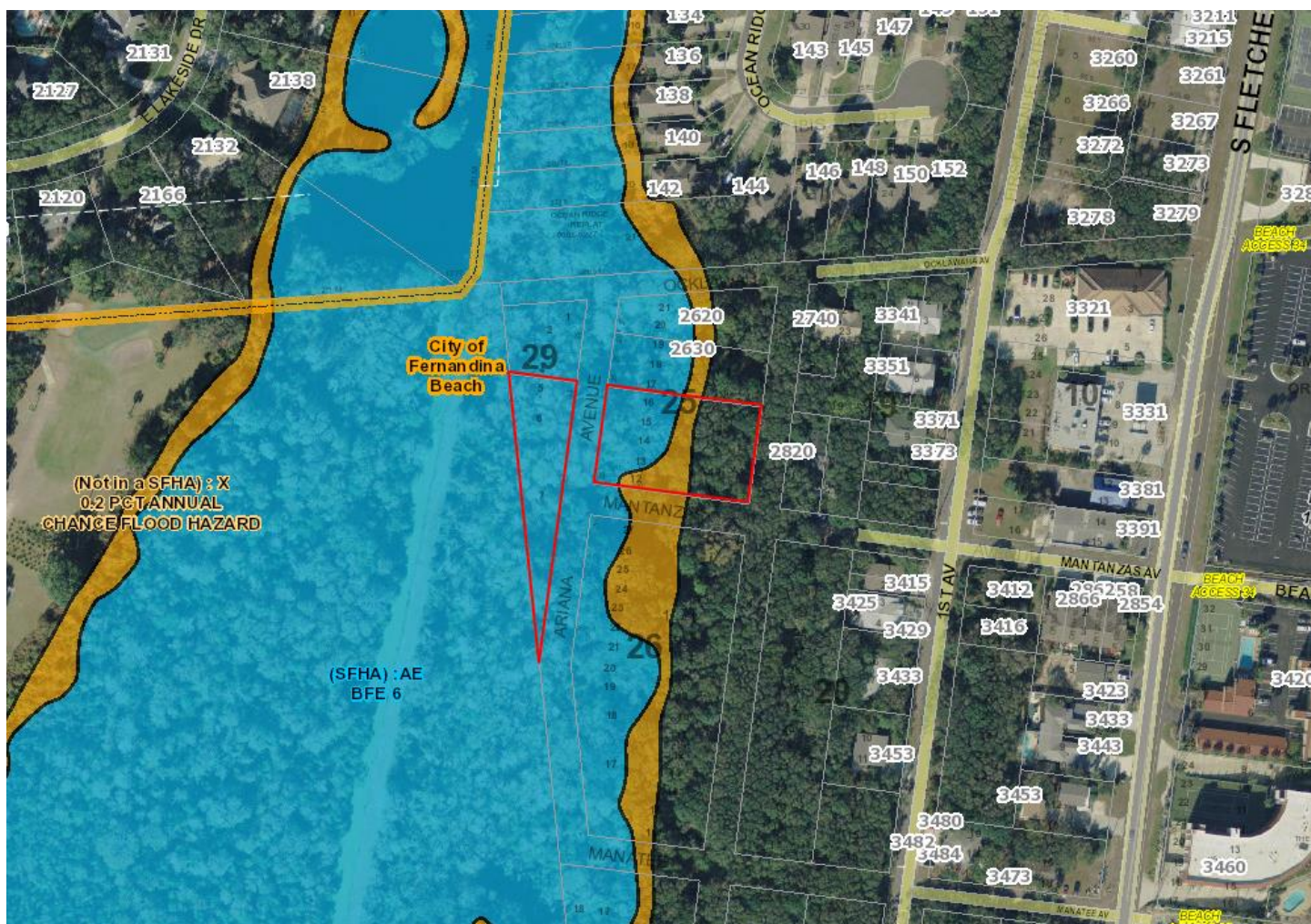
CURRENT LAND USE AND ZONING





STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

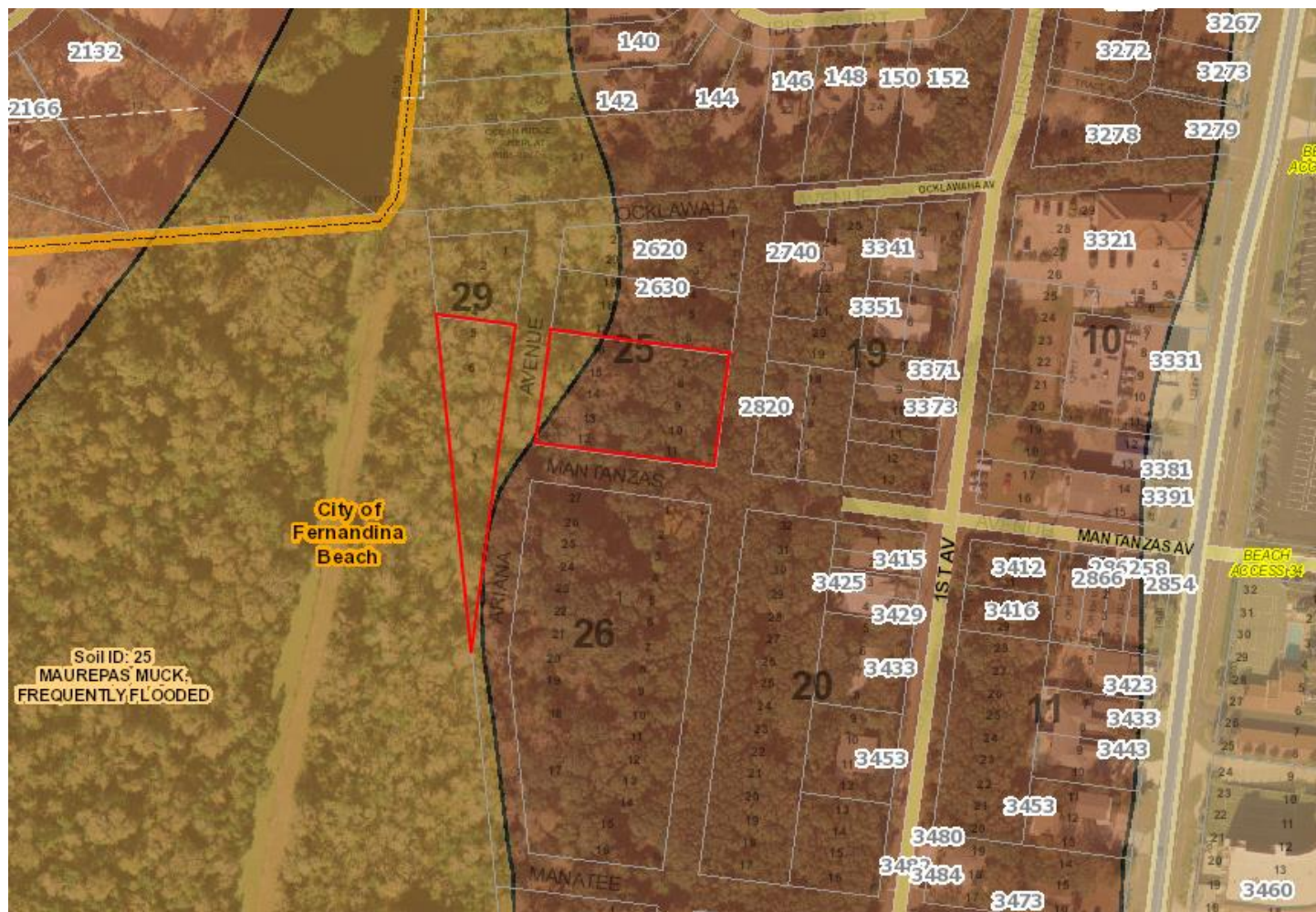
FLOODZONE





STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

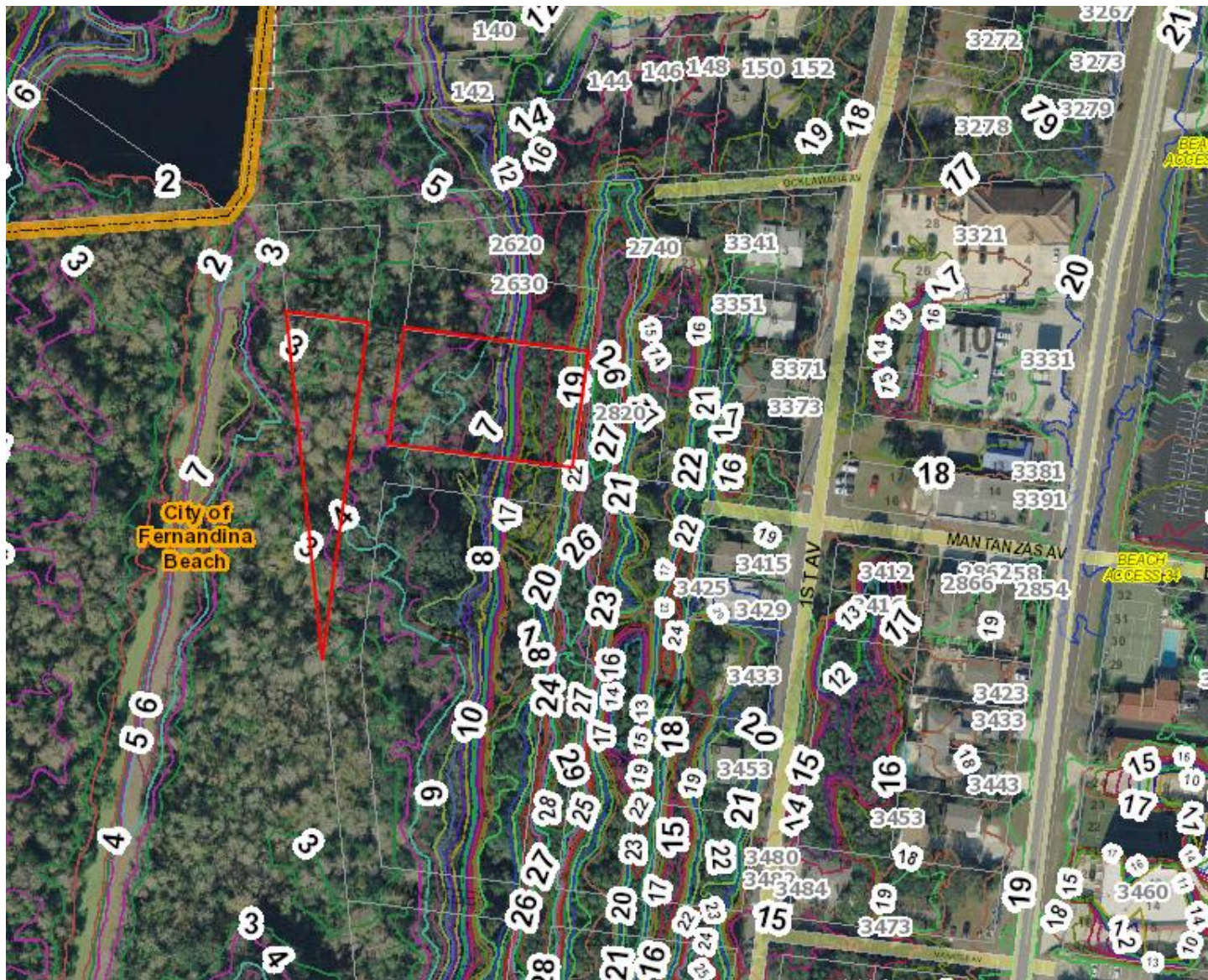
SOILS





STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

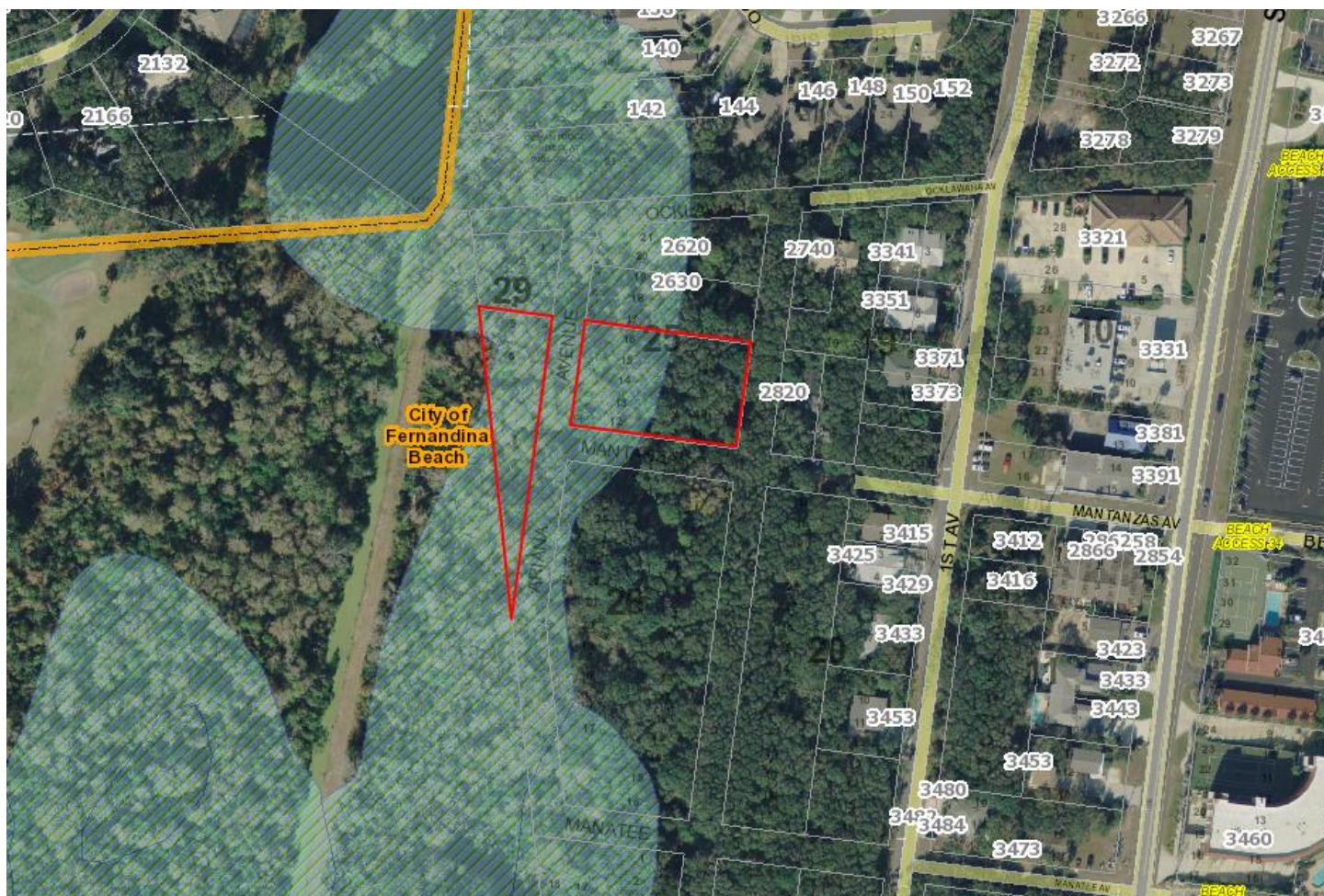
TOPOGRAPHY





STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

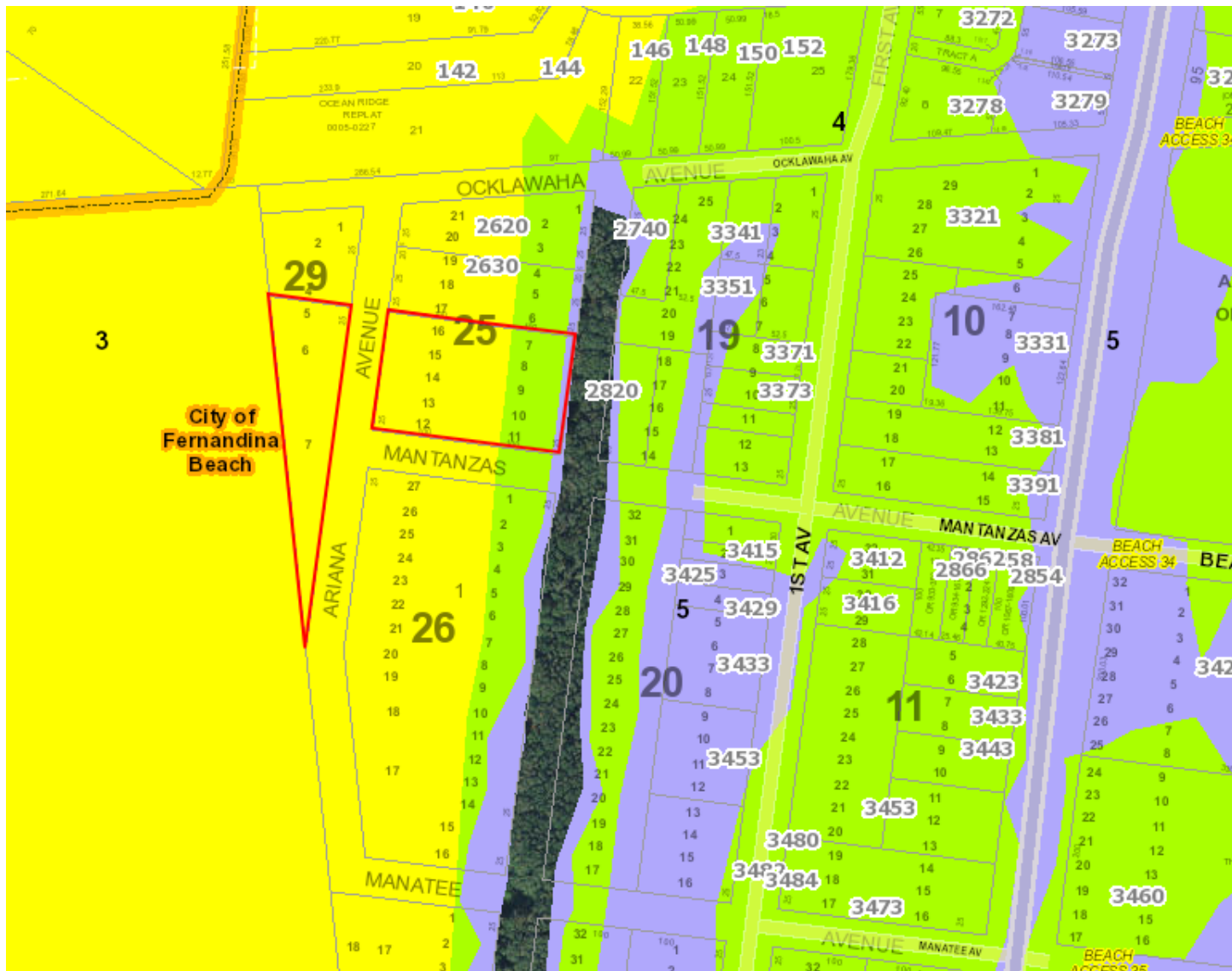
WETLANDS





STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

STORM SURGE ZONE (COASTAL HIGH HAZARD AREA DEFINED AS CATEGORY 1 ZONE)





STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

APPLICATION FOR FUTURE LAND USE MAP + ZONING AMENDMENTS
CITY OWNED PARCELS

*** All required application materials have been received. All fees have been paid. All required notices have been made. All copies of required materials are part of the official record and have been made available on the City's website and at the Department of Planning and Conservation. ***

APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:	11-3N-29-0000-0005-0000 CITY OF EERNANDINA BEACH				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change (In accordance with action directed under Ord. 2019-05)				
LOCATION AND DESCRIPTION OF SITE:	Historic Lighthouse and ancillary structures				
CURRENT LAND USE + ZONING:	Low Density Residential (LDR) and R-1 Zoning				
PROPOSED LAND USE + ZONING:	RECREATION + REC				
EXISTING USES ON SITE:	Vacant/ Undisturbed				
PROPERTY SIZE:	2.38 ACRES				
ENVIRONMENTAL CHARACTERISTICS:	<u>Flood zone</u>	<u>Potential Wetlands</u>	<u>Avg. Topography</u>	<u>Soil Type</u>	<u>Coastal Upland Protection Zone</u>
	AE TO X500	NO	60-2	VARIES	NONE
ADJACENT PROPERTIES:	<u>Direction</u>	<u>Existing Use(s)</u>	<u>Year Built</u>	<u>Zoning</u>	<u>FLUM</u>
	North	SF Homes	Varies	R-1	Low Density Residential (LDR)
	South	"	"	"	"
	East	"	"	"	"
	West	"	"	"	"
APPLICABLE COMPREHENSIVE PLAN POLICIES:	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering); 1.07.14 (Recreation land use category); Objective 5.08 (Wetlands Protection and Preservation) and all policy statements which follow; Objective 5.10 (Wildlife Planning) and specific policies 5.10.01, 5.10.02, 5.10.05 5.14.09 (development standards for environmentally sensitive and conservation lands); Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands) Objective 11.01 (Historic Resources)				



STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

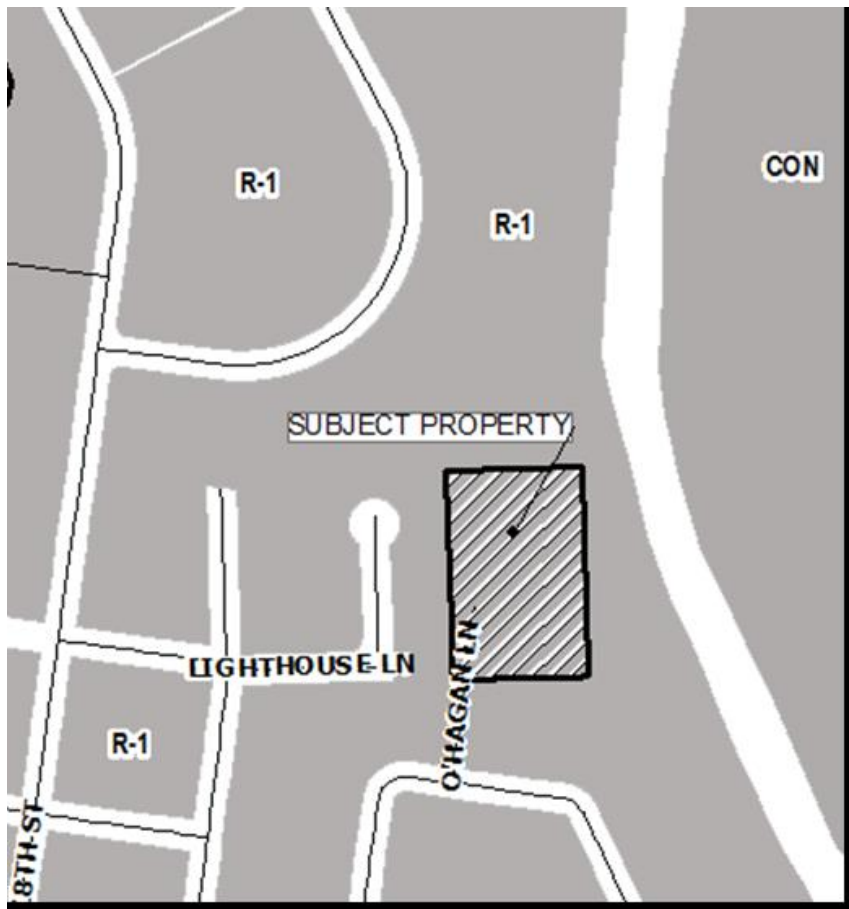
APPLICABLE LAND DEVELOPMENT CODE SECTIONS:	Reference: www.fbfl.us/Compplan 2.00.03 (Establishment of district boundary); 2.01.19 (REC zoning district); 3.02.06 (Land Uses within Areas of Special Flood Hazard); 3.03.00 (Wetland Protection); 4.05.00 (Landscaping, Buffers, and Tree Protection); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) Reference: www.fbfl.us/LDC
STAFF RECOMMENDATION:	Staff finds the requested amendments to be sufficiently compliant with the Comprehensive Plan, Land Development Code, and established City Commission Goal to increase conservation land use and zoning acreage. Staff recommends approval of the request.

Kelly N. Gibson, AICP
Director



STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

MAP OF PROPERTY BOUNDARIES AND EXISTING LAND USE MAP DESIGNATION (LOW DENSITY RESIDENTIAL -LDR)
AND ZONING DISTRICT OF LOW DENSITY RESIDENTIAL (R-1)





STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

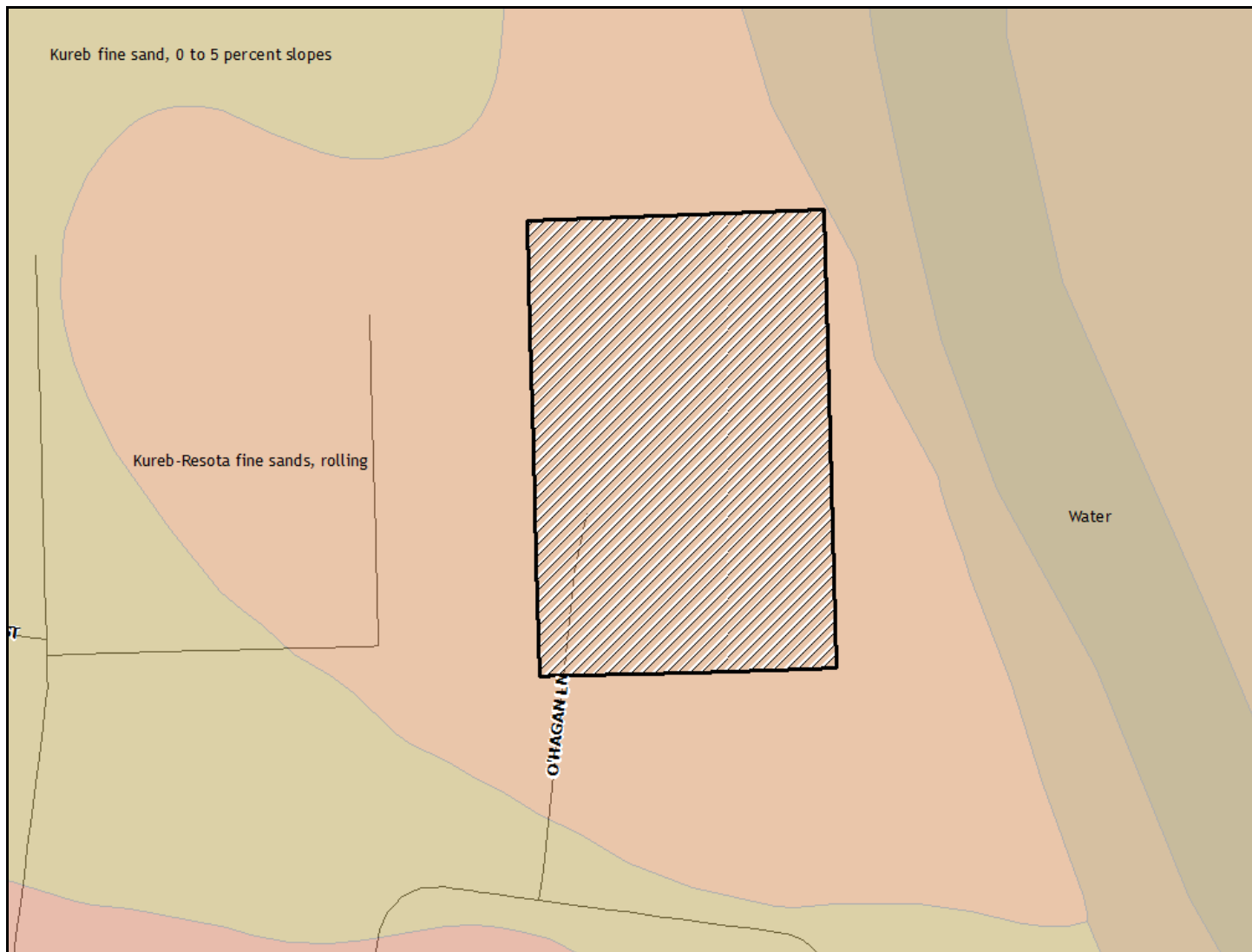
FEMA FLOOD INSURANCE RATE MAP (FIRM) FLOODZONES





STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

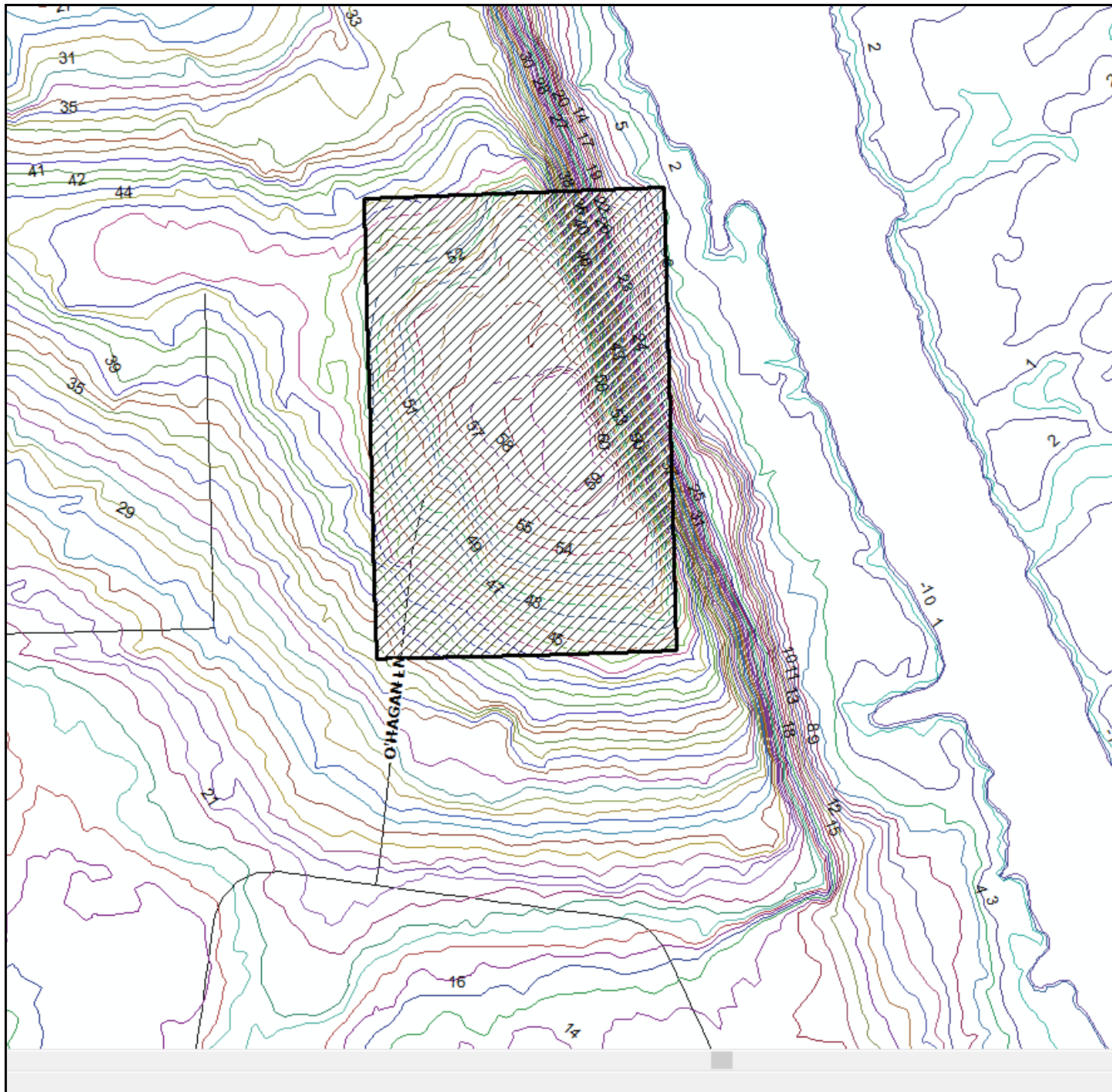
SOILS MAP





STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

TOPOGRAPHY MAP





STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

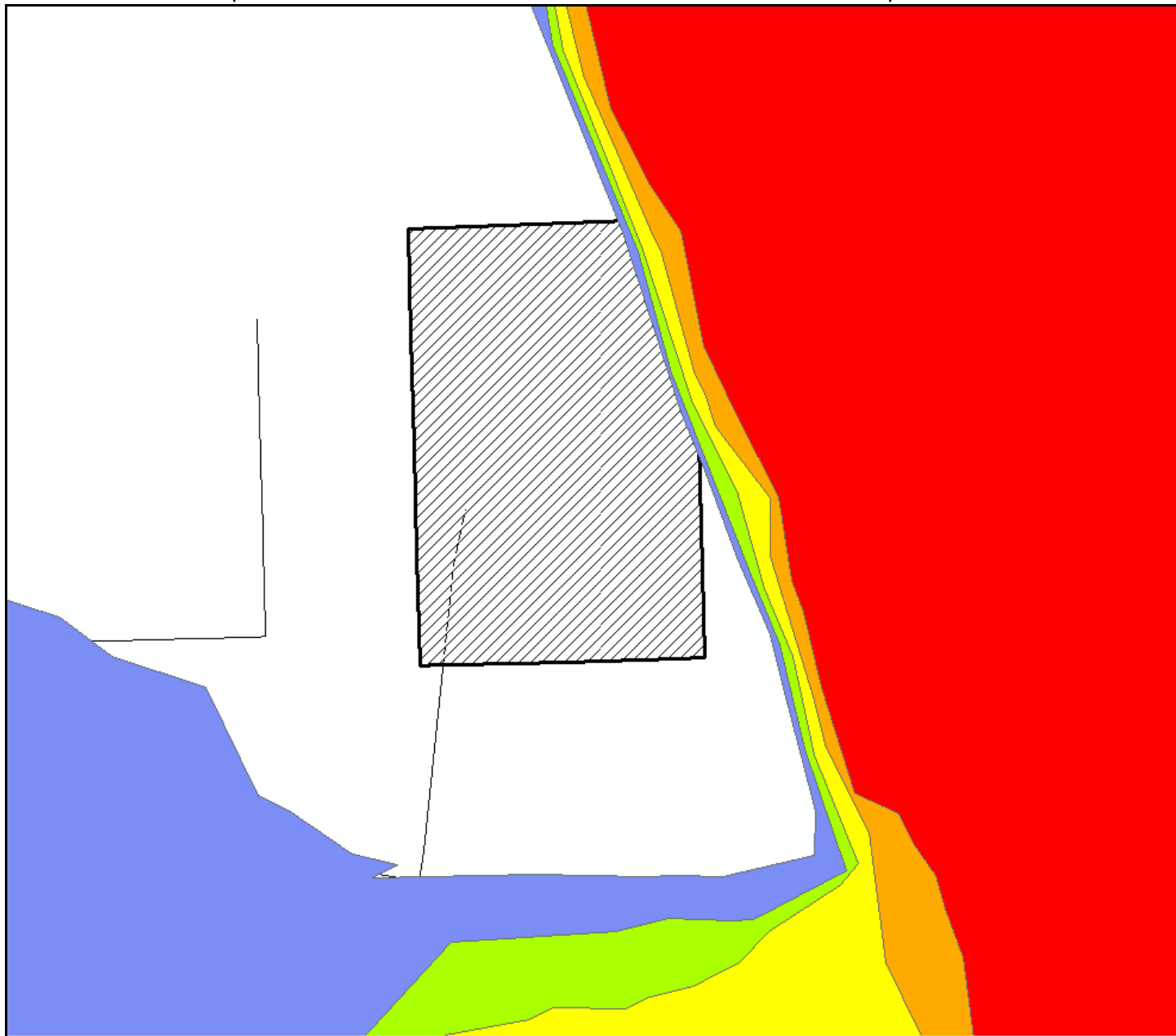
WETLANDS MAP





STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

STORM SURGE ZONE (COASTAL HIGH HAZARD AREA DEFINED AS CATEGORY 1 ZONE) MAP





STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

APPLICATION FOR FUTURE LAND USE MAP + ZONING AMENDMENTS
CITY OWNED PARCELS

*** All required application materials have been received. All fees have been paid. All required notices have been made. All copies of required materials are part of the official record and have been made available on the City's website and at the Department of Planning and Conservation. ***

APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:	00-00-31-1800-0167-0170 AND CITY OF FERNANDINA BEACH				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change (In accordance with action directed under Ord. 2019-05)				
LOCATION AND DESCRIPTION OF SITE:	South 9 th & Jasmine				
CURRENT LAND USE + ZONING:	8 th ST Mixed Use + MU-8				
PROPOSED LAND USE + ZONING:	Conservation + CON				
EXISTING USES ON SITE:	Vacant				
PROPERTY SIZE:	0.22 Acres				
ENVIRONMENTAL CHARACTERISTICS:	<u>Flood zone</u>	<u>Potential Wetlands</u>	<u>Avg. Topography</u>	<u>Soil Type</u>	<u>Coastal Upland Protection Zone</u>
	X : Not SFHA	No	16'	Echaw Fine Sand	No
ADJACENT PROPERTIES:	<u>Direction</u>	<u>Existing Use(s)</u>	<u>Year Built</u>	<u>Zoning</u>	<u>FLUM</u>
	North	SFH	1935	MU-8	8 th St. MU
	South	SFH	1945	MU-8	8 th St. MU
	East	Vacant	-	MU-8	8 th St. MU
	West	Repair Shop	1975	MU-8	8 th St. MU
APPLICABLE COMPREHENSIVE PLAN POLICIES:	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering); 1.07.15 (conservation land use category); Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands); 6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks); 10.06.01 (level of service for public schools) Reference: www.fbfl.us/Compplan				
APPLICABLE LAND DEVELOPMENT CODE	2.00.03 (Establishment of district boundary); 2.01.20 (CON zoning district);				



STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

SECTIONS:	4.05.00 (Landscaping, Buffers, and Tree Protection); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) Reference: www.fbfl.us/LDC
STAFF RECOMMENDATION:	Staff finds the requested amendments to be sufficiently compliant with the Comprehensive Plan, Land Development Code, and established City Commission Goal to increase conservation land use and zoning acreage. Staff recommends approval of the request.

Submitted by:

A handwritten signature in blue ink that reads "Kelly N. Gibson".

Kelly N. Gibson, AICP
Director



STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

PROPERTY BOUNDARY





STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

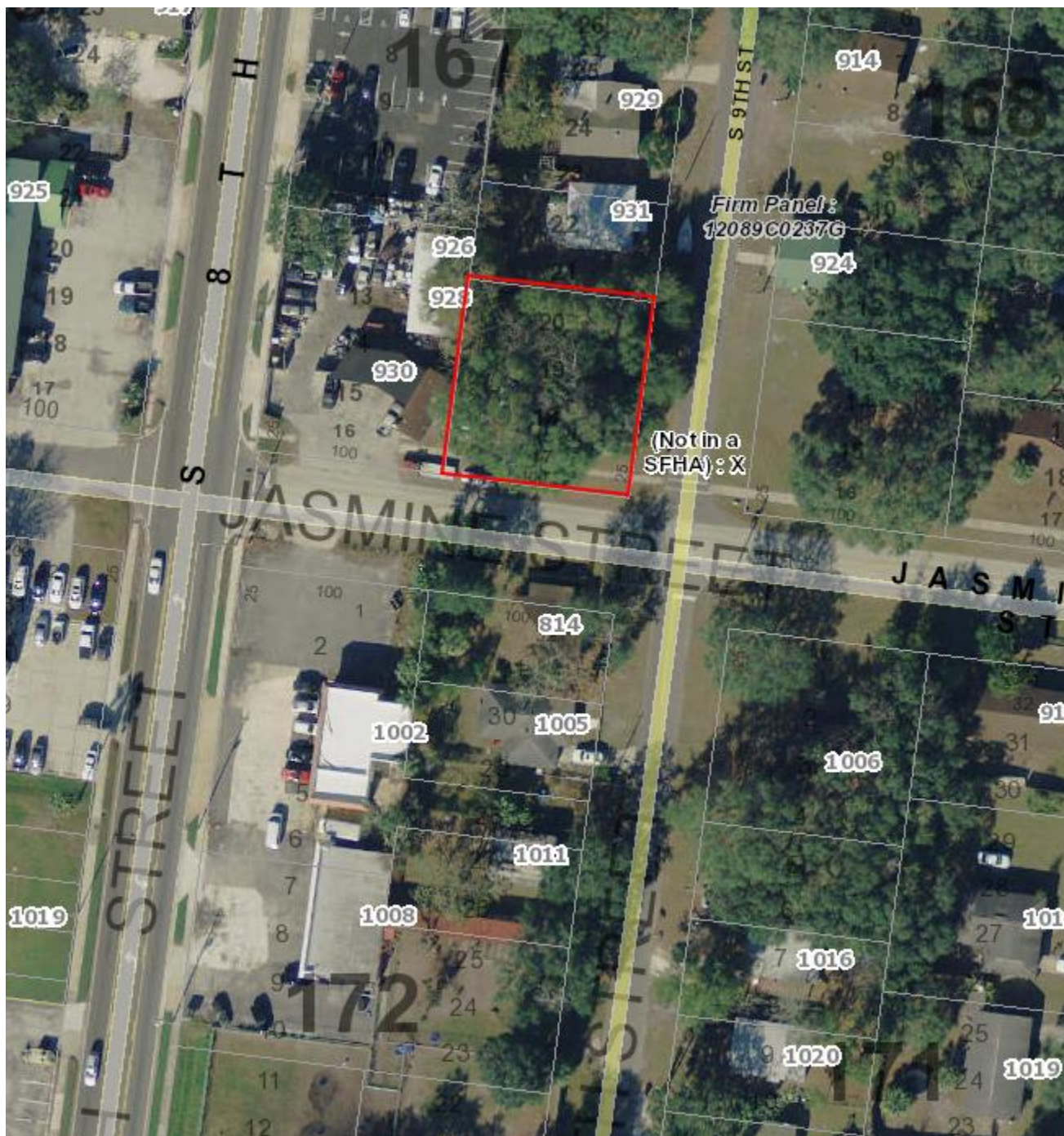
CURRENT LAND USE AND ZONING





STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

FLOODZONE – Not a SFHA





STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

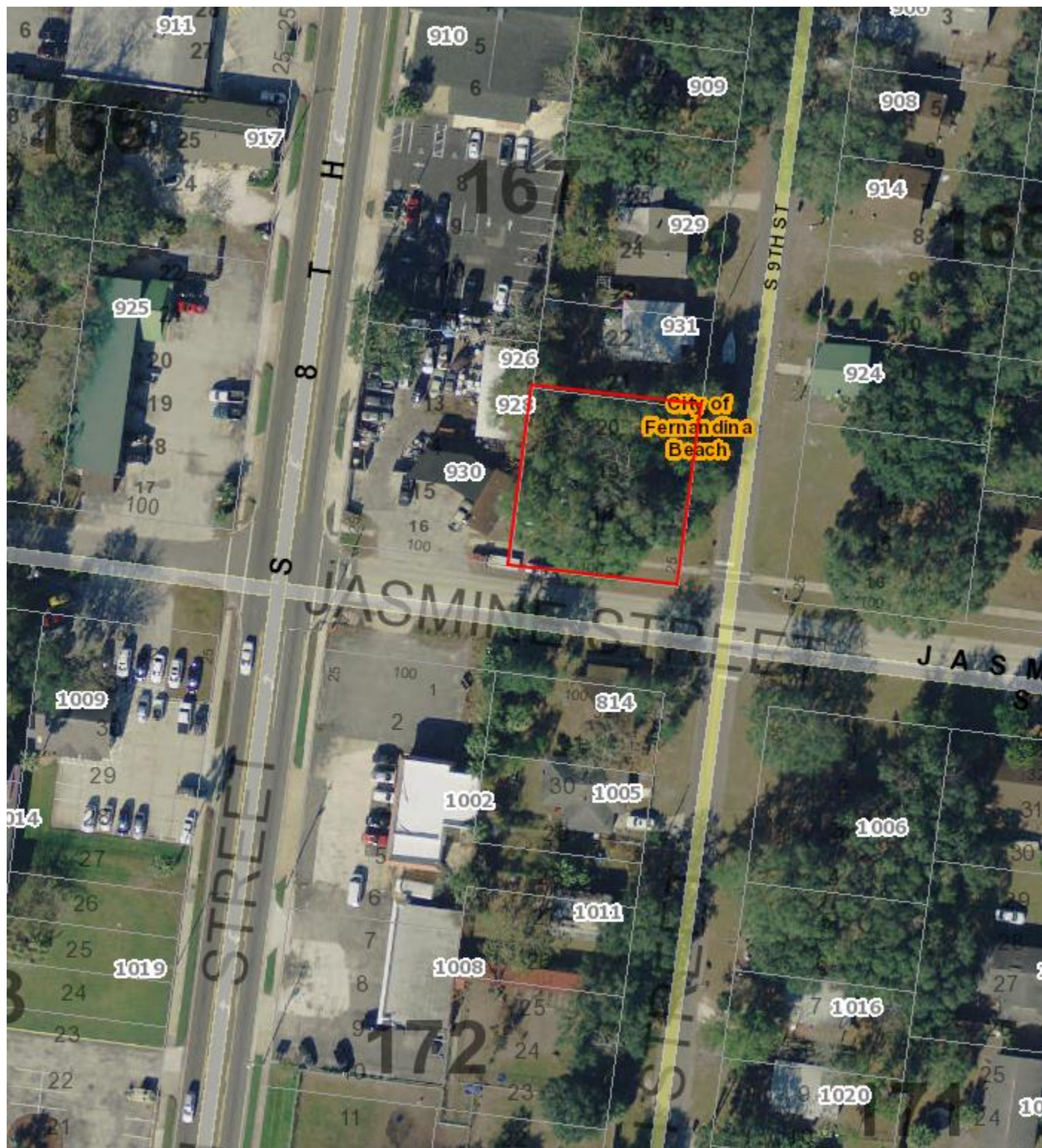
TOPOGRAPHY





STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

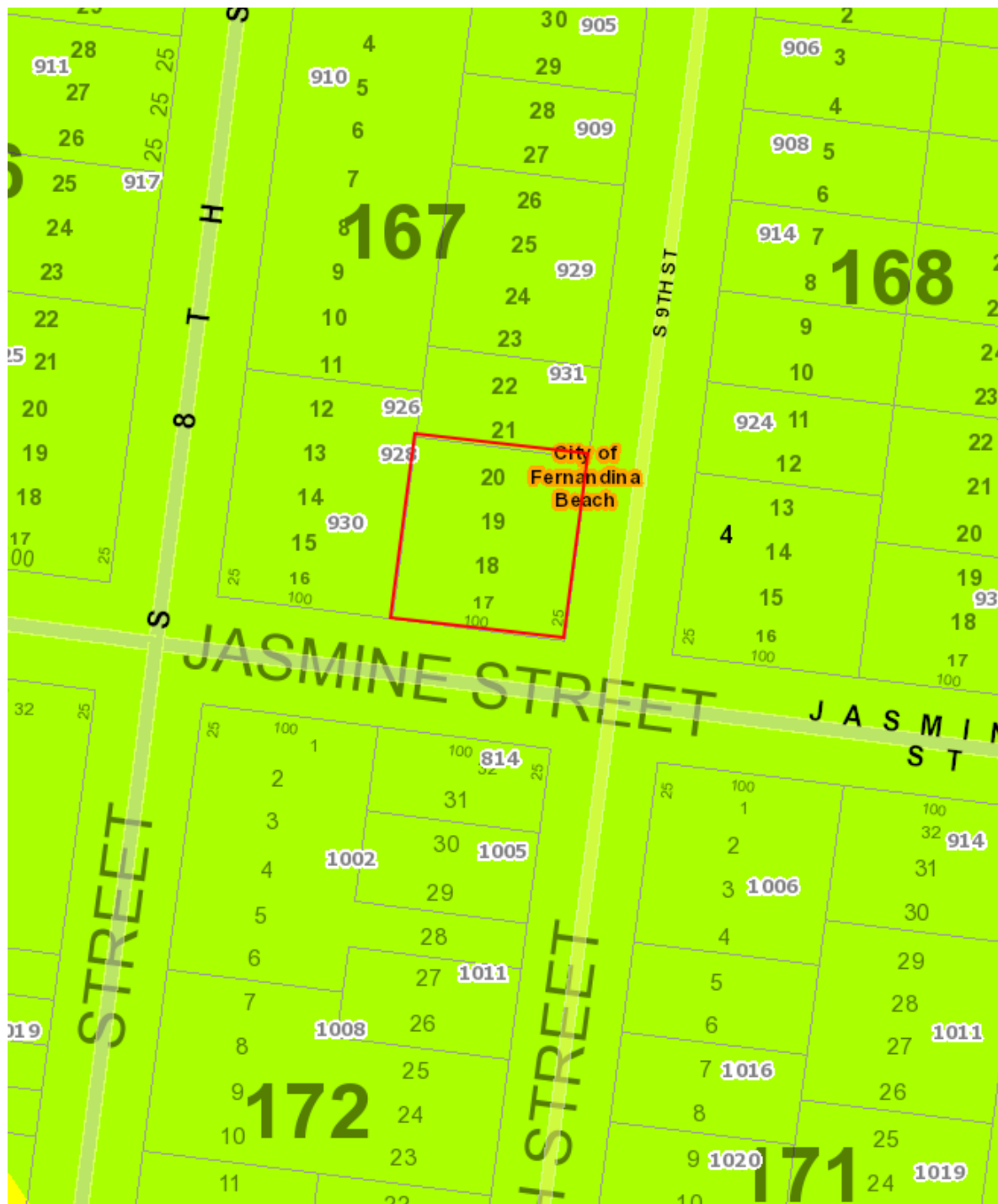
WETLANDS – Not applicable.





STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

STORM SURGE ZONE (COASTAL HIGH HAZARD AREA DEFINED AS CATEGORY 1 ZONE)





STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

APPLICATION FOR FUTURE LAND USE MAP + ZONING AMENDMENTS
CITY OWNED PARCELS

*** All required application materials have been received. All fees have been paid. All required notices have been made. All copies of required materials are part of the official record and have been made available on the City's website and at the Department of Planning and Conservation. ***

APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:	00-00-31-1400-0003-0060 CITY OF FERNANDINA BEACH				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change (In accordance with action directed under Ord. 2019-05)				
LOCATION AND DESCRIPTION OF SITE:	Vacant/ Undisturbed Coastline with Primary Dune				
CURRENT LAND USE + ZONING:	Low Density Residential (LDR) and R-1 Zoning				
PROPOSED LAND USE + ZONING:	Conservation + CON				
EXISTING USES ON SITE:	Vacant/ Undisturbed Dune and Beach				
PROPERTY SIZE:	0.47				
ENVIRONMENTAL CHARACTERISTICS:	<u>Flood zone</u>	<u>Potential Wetlands</u>	<u>Avg. Topography</u>	<u>Soil Type</u>	<u>Coastal Upland Protection Zone</u>
	AE/VE	YES	-1 to 16	Sand, Beach, Ocean	Yes
ADJACENT PROPERTIES:	<u>Direction</u>	<u>Existing Use(s)</u>	<u>Year Built</u>	<u>Zoning</u>	<u>FLUM</u>
	North	SF Homes	Varies	R-1	Low Density Residential (LDR)
	South	"	"	"	"
	East	"	"	"	"
	West	"	"	"	"
APPLICABLE COMPREHENSIVE PLAN POLICIES:	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering); 1.07.15 (conservation land use category); Objective 5.06 (Coastal Protection) Objective 5.10 (Wildlife Planning) and specific policies 5.10.01, 5.10.02, 5.10.05 5.14.09 (development standards for environmentally sensitive and conservation lands); 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands) Reference: www.fbfl.us/Compplan				
APPLICABLE LAND	2.00.03 (Establishment of district boundary);				



STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

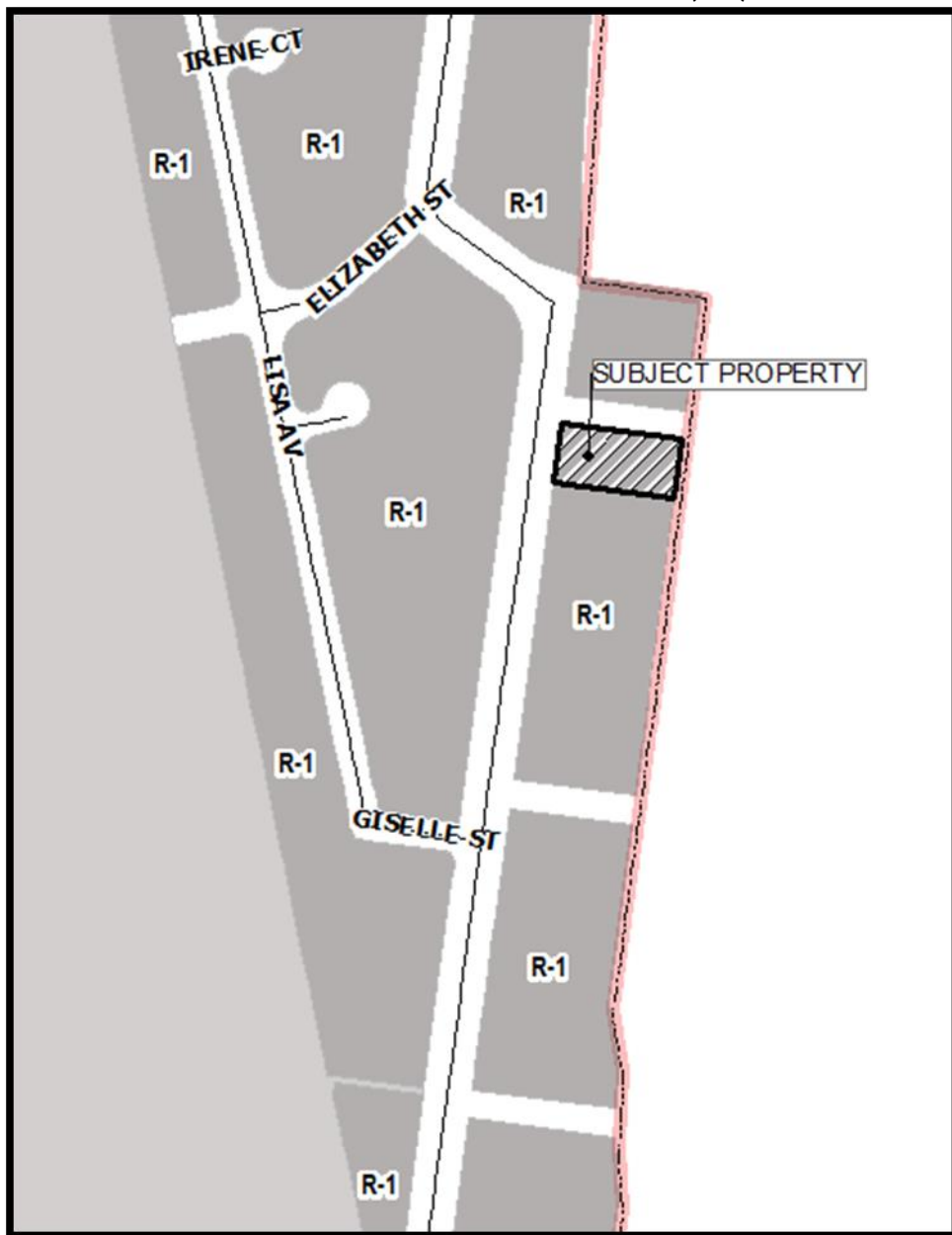
DEVELOPMENT CODE SECTIONS:	2.01.20 (CON zoning district); 3.01.02 (Coastal Areas and Shorelines) 3.02.06 (Land Uses within Areas of Special Flood Hazard); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) Reference: www.fbfl.us/LDC
STAFF RECOMMENDATION:	Staff finds the requested amendments to be sufficiently compliant with the Comprehensive Plan, Land Development Code, and established City Commission Goal to increase conservation land use and zoning acreage. Staff recommends approval of the request.

Kelly N. Gibson, AICP
Director



STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

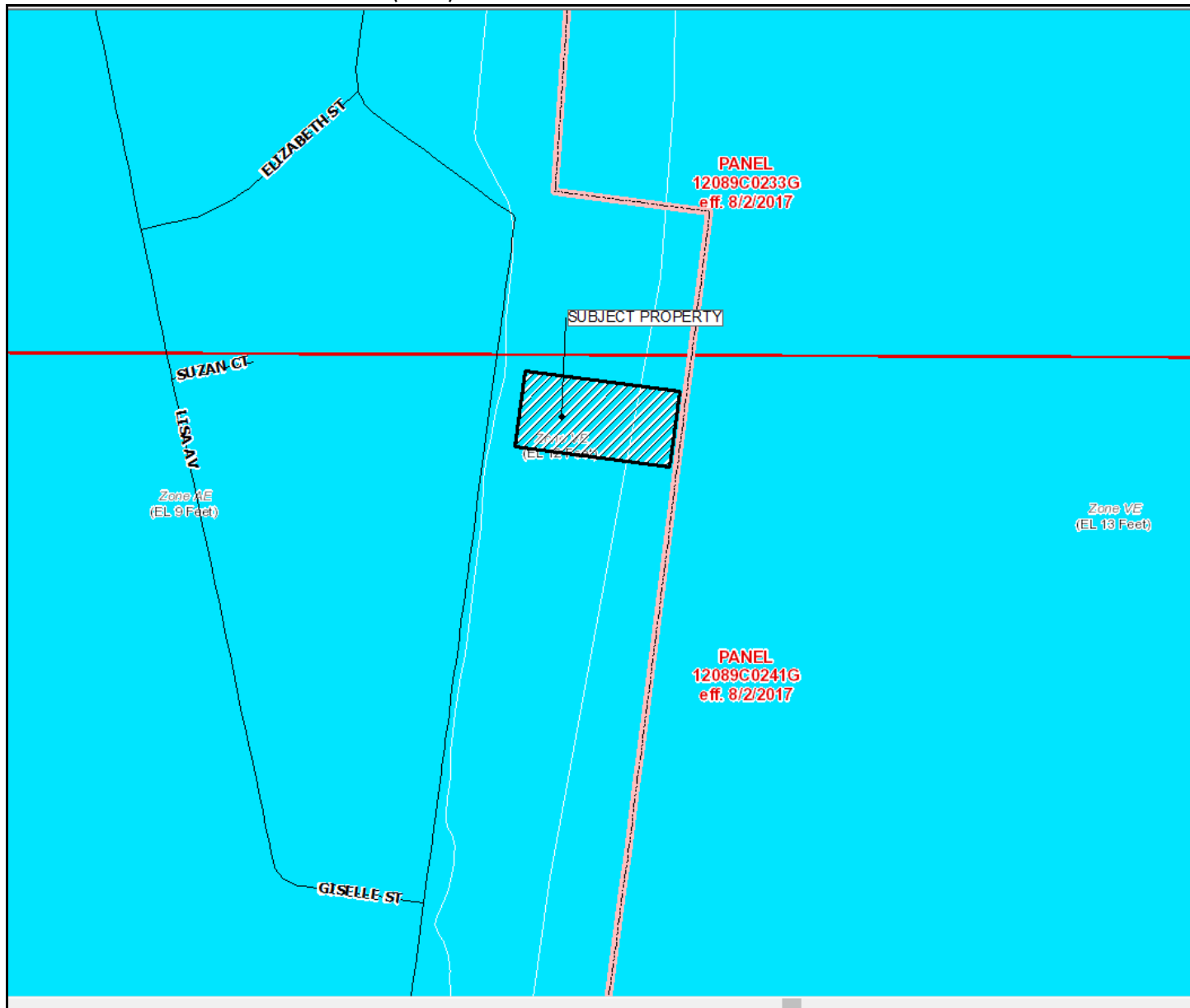
MAP OF PROPERTY BOUNDARIES AND EXISTING LAND USE MAP DESIGNATION (LOW DENSITY RESIDENTIAL -LDR)
AND ZONING DISTRICT OF LOW DENSITY RESIDENTIAL (R-1)





STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

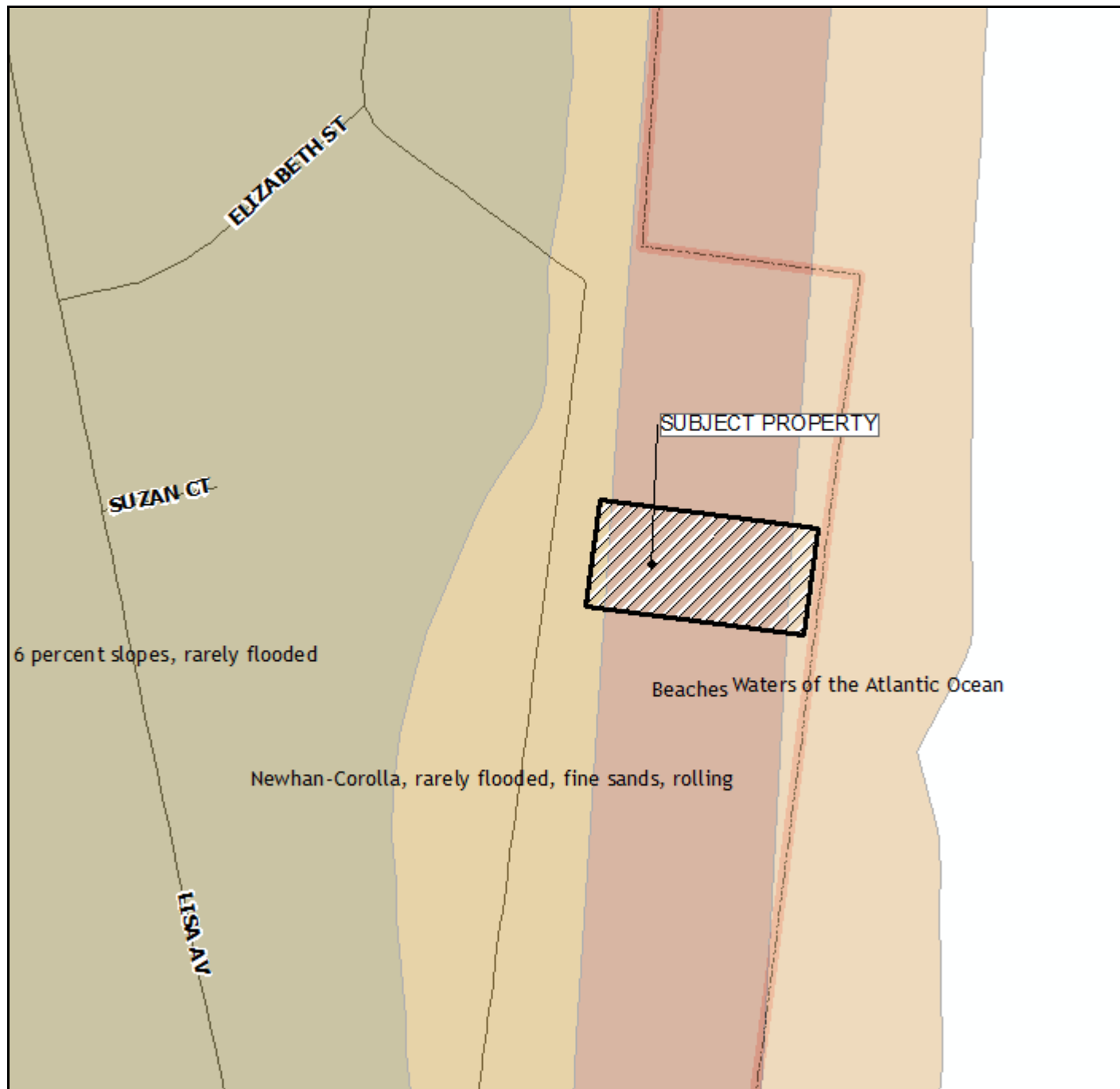
FEMA FLOOD INSURANCE RATE MAP (FIRM) FLOODZONES





STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

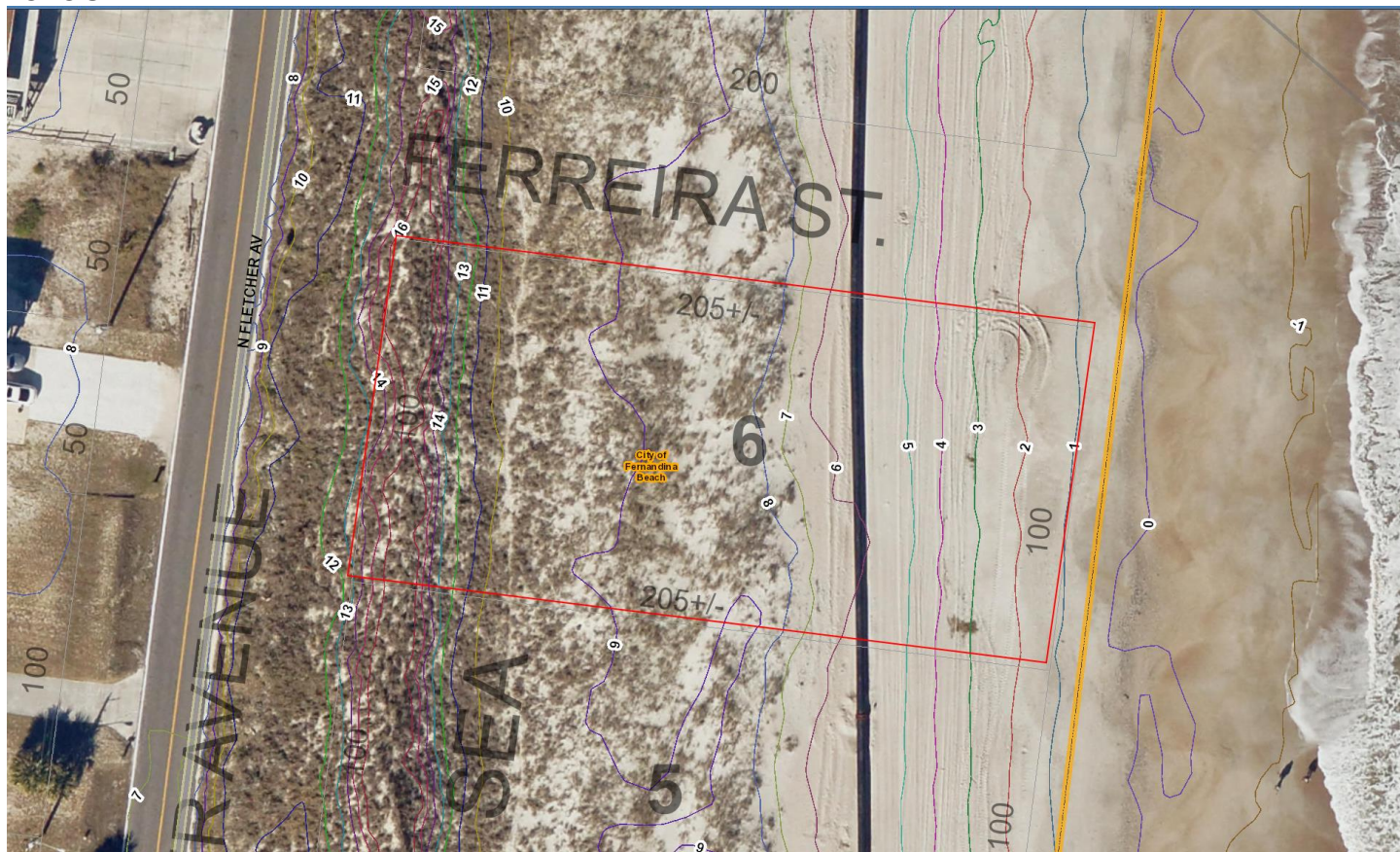
SOILS MAP





STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

TOPOGRAPHY MAP





STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

WETLANDS MAP



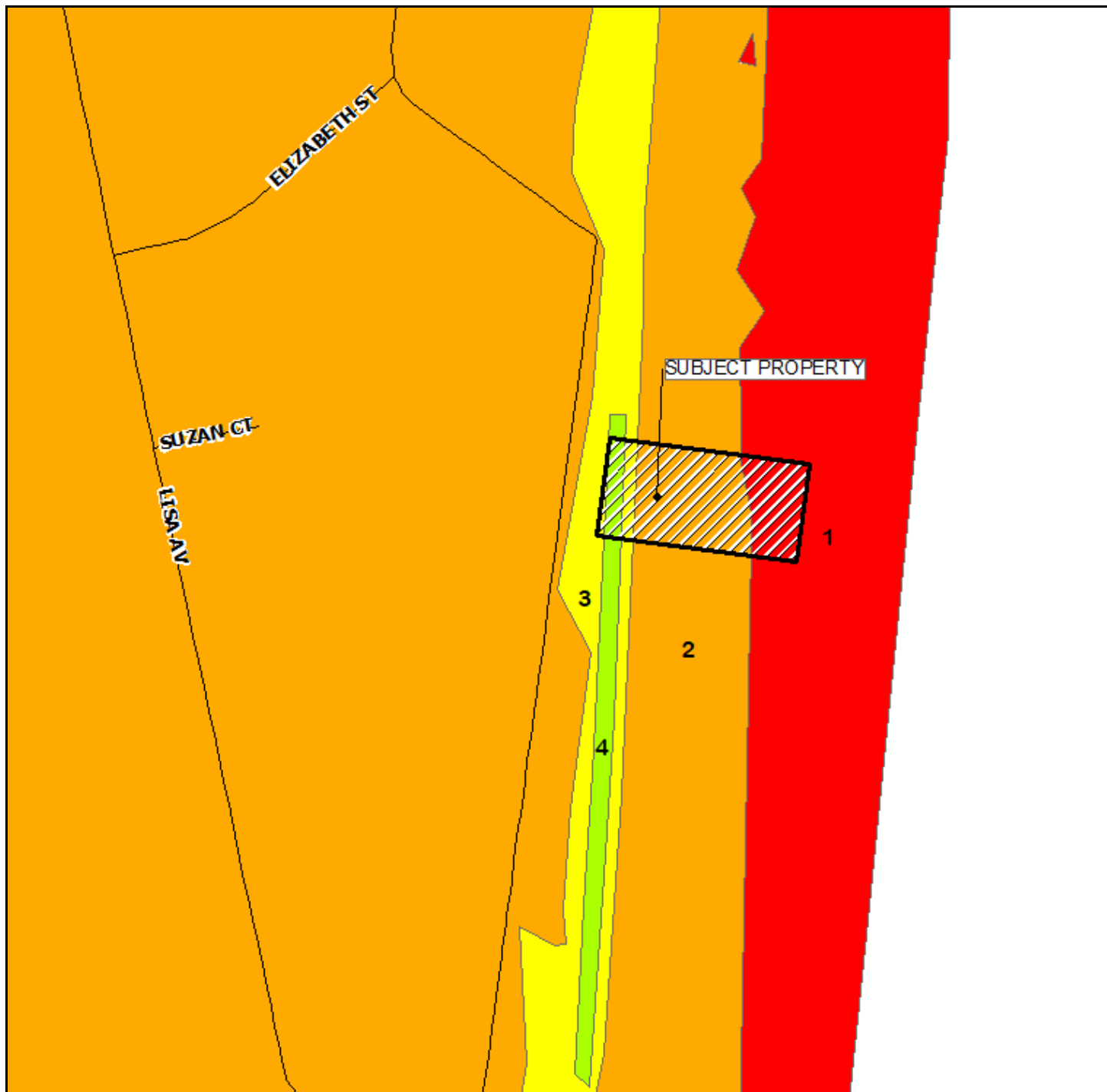
STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019



STORM SURGE ZONE (COASTAL HIGH HAZARD AREA DEFINED AS CATEGORY 1 ZONE) MAP



STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019





STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019



STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

APPLICATION FOR FUTURE LAND USE MAP + ZONING AMENDMENTS
CITY OWNED PARCELS

*** All required application materials have been received. All fees have been paid. All required notices have been made. All copies of required materials are part of the official record and have been made available on the City's website and at the Department of Planning and Conservation. ***

APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:	00-00-31-1800-0161-0130 CITY OF FERNANDINA BEACH				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change (In accordance with action directed under Ord. 2019-05)				
LOCATION AND DESCRIPTION OF SITE:	S 6th Street + Indigo Street / Municipal				
CURRENT LAND USE + ZONING:	Medium Density Residential + R-2				
PROPOSED LAND USE + ZONING:	Conservation + CON				
EXISTING USES ON SITE:	Vacant/ Undisturbed				
PROPERTY SIZE:	.23				
ENVIRONMENTAL CHARACTERISTICS:	<u>Flood zone</u>	<u>Potential Wetlands</u>	<u>Avg. Topography</u>	<u>Soil Type</u>	<u>Coastal Upland Protection Zone</u>
	X (not SFHA)	NO	9' to 11'	Fine Sand	NO
ADJACENT PROPERTIES:	<u>Direction</u>	<u>Existing Use(s)</u>	<u>Year Built</u>	<u>Zoning</u>	<u>FLUM</u>
	North	Single Family	1954	R-2	Medium Density Residential
	South	Utilities	n/a	R-2	Medium Density Residential
	East	Single Family Residences	1996 and 1998	R-2	Medium Density Residential
	West	Utilities	n/a	R-2 + I-1	Medium Density Residential + Industrial
APPLICABLE COMPREHENSIVE PLAN POLICIES:	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering); 1.07.15 (conservation land use category); Objective 5.08 (Wetlands Protection and Preservation) and all policy statements				



STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

	which follow; Objective 5.10 (Wildlife Planning) and specific policies 5.10.01, 5.10.02, 5.10.05 5.14.09 (development standards for environmentally sensitive and conservation lands); Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands); 6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) Reference: www.fbfl.us/Compplan
APPLICABLE LAND DEVELOPMENT CODE SECTIONS:	2.00.03 (Establishment of district boundary); 2.01.20 (CON zoning district); 3.02.06 (Land Uses within Areas of Special Flood Hazard); 3.03.00 (Wetland Protection); 4.05.00 (Landscaping, Buffers, and Tree Protection); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) Reference: www.fbfl.us/LDC
STAFF RECOMMENDATION:	Staff finds the requested amendments to be sufficiently compliant with the Comprehensive Plan, Land Development Code, and established City Commission Goal to increase conservation land use and zoning acreage. Staff recommends approval of the request.

Submitted by:

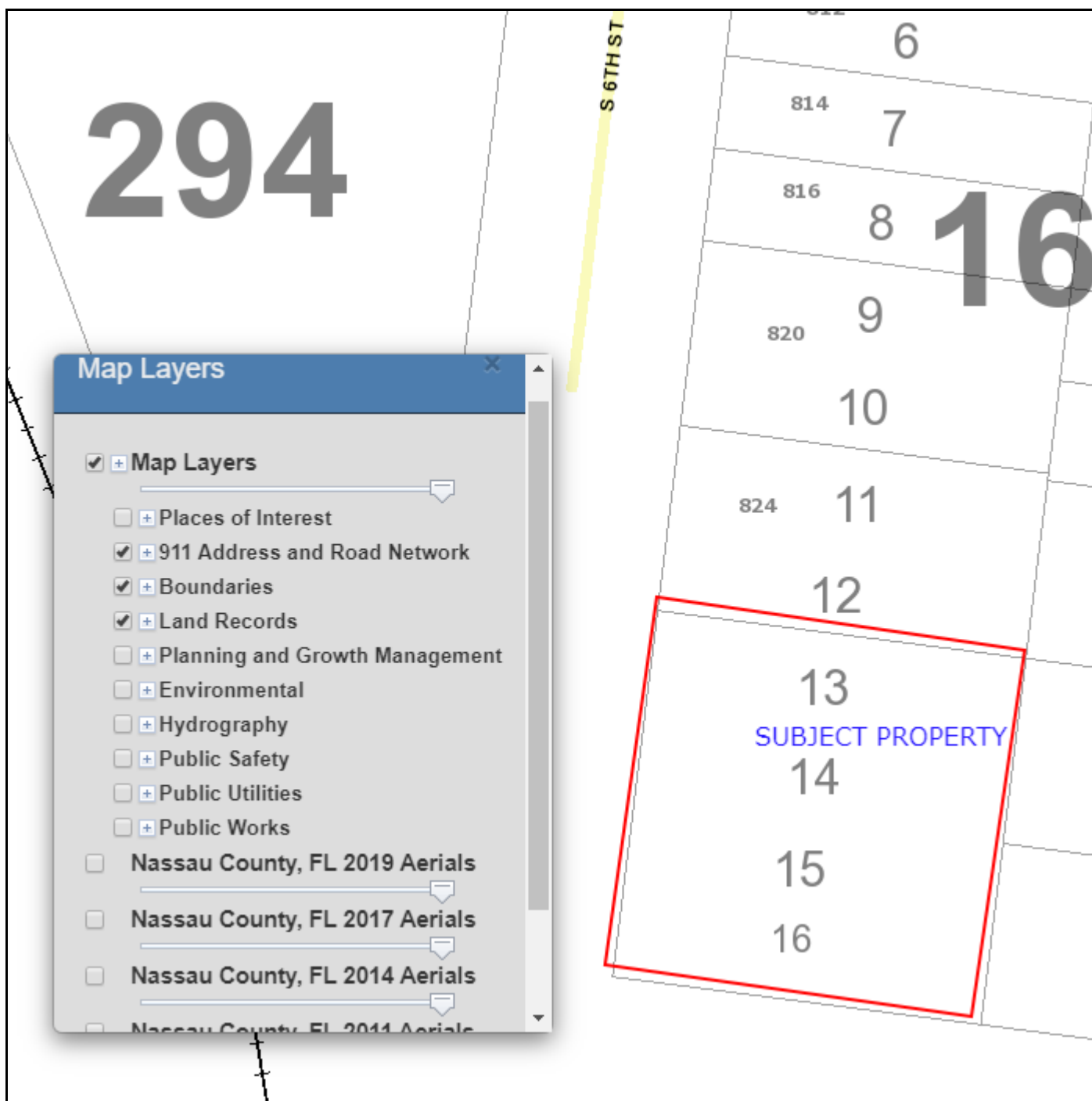
A handwritten signature in blue ink that reads "Kelly N. Gibson".

Kelly N. Gibson, AICP
Director



STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

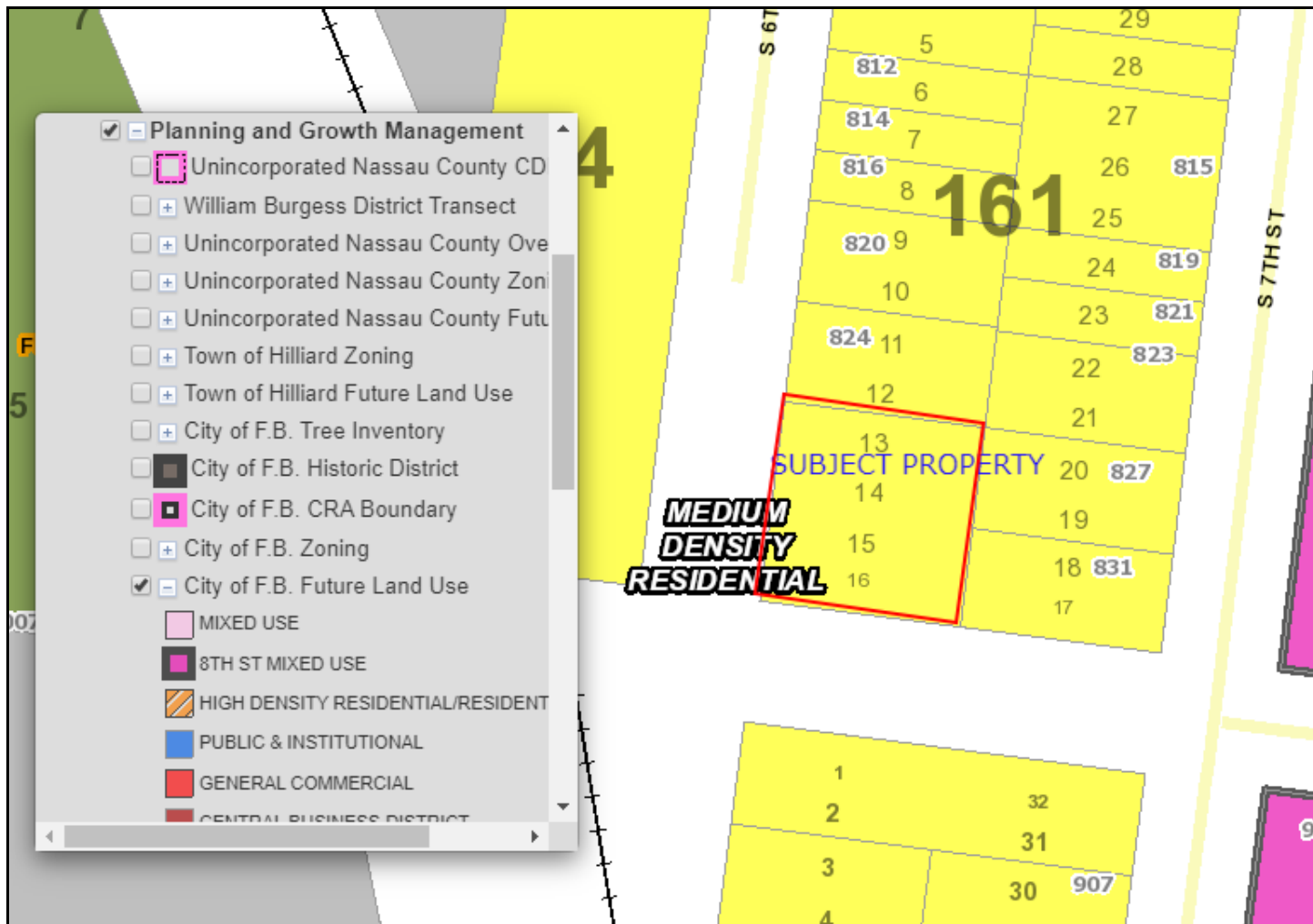
PROPERTY BOUNDARY





STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

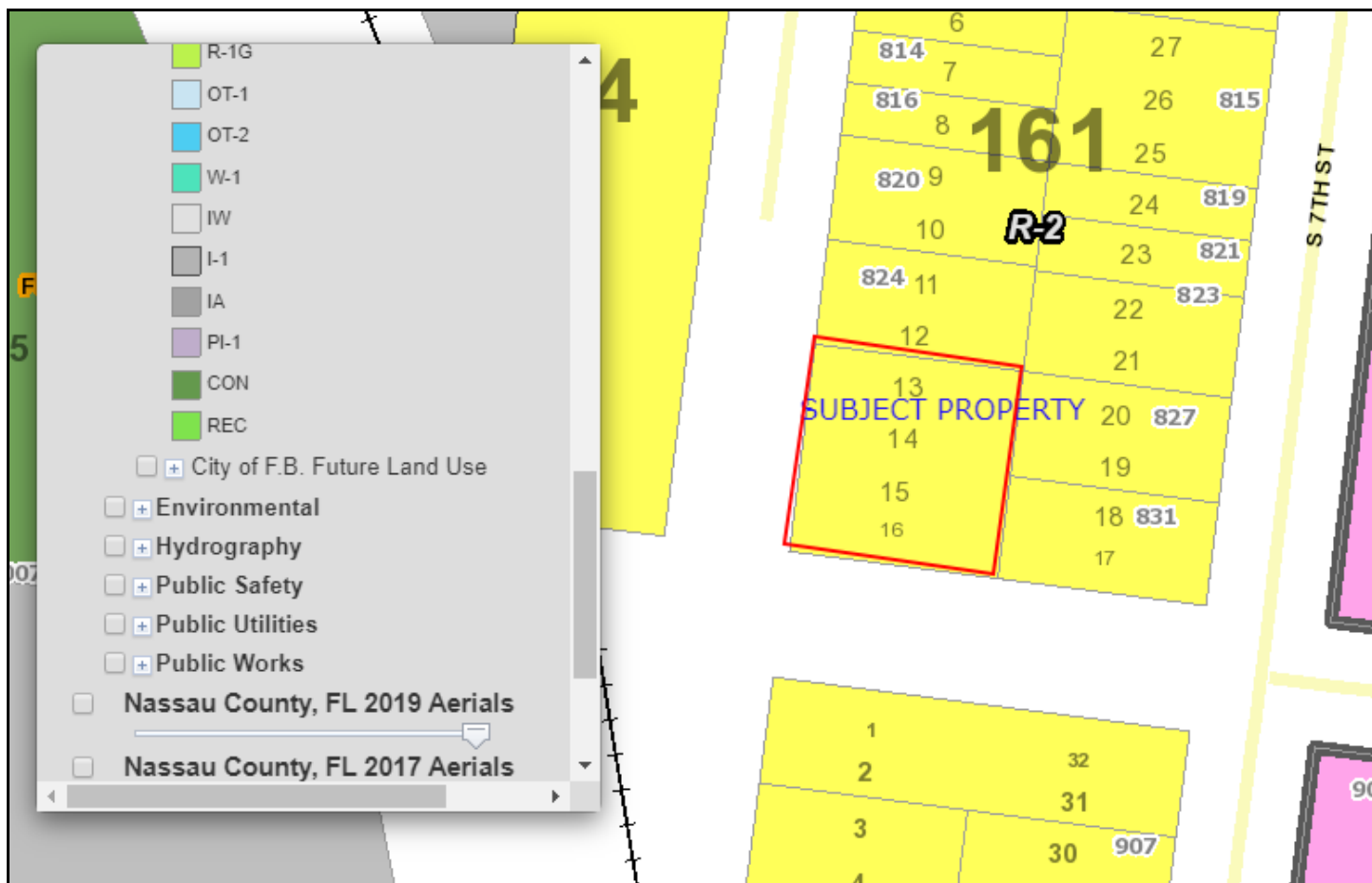
CURRENT LAND USE





STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

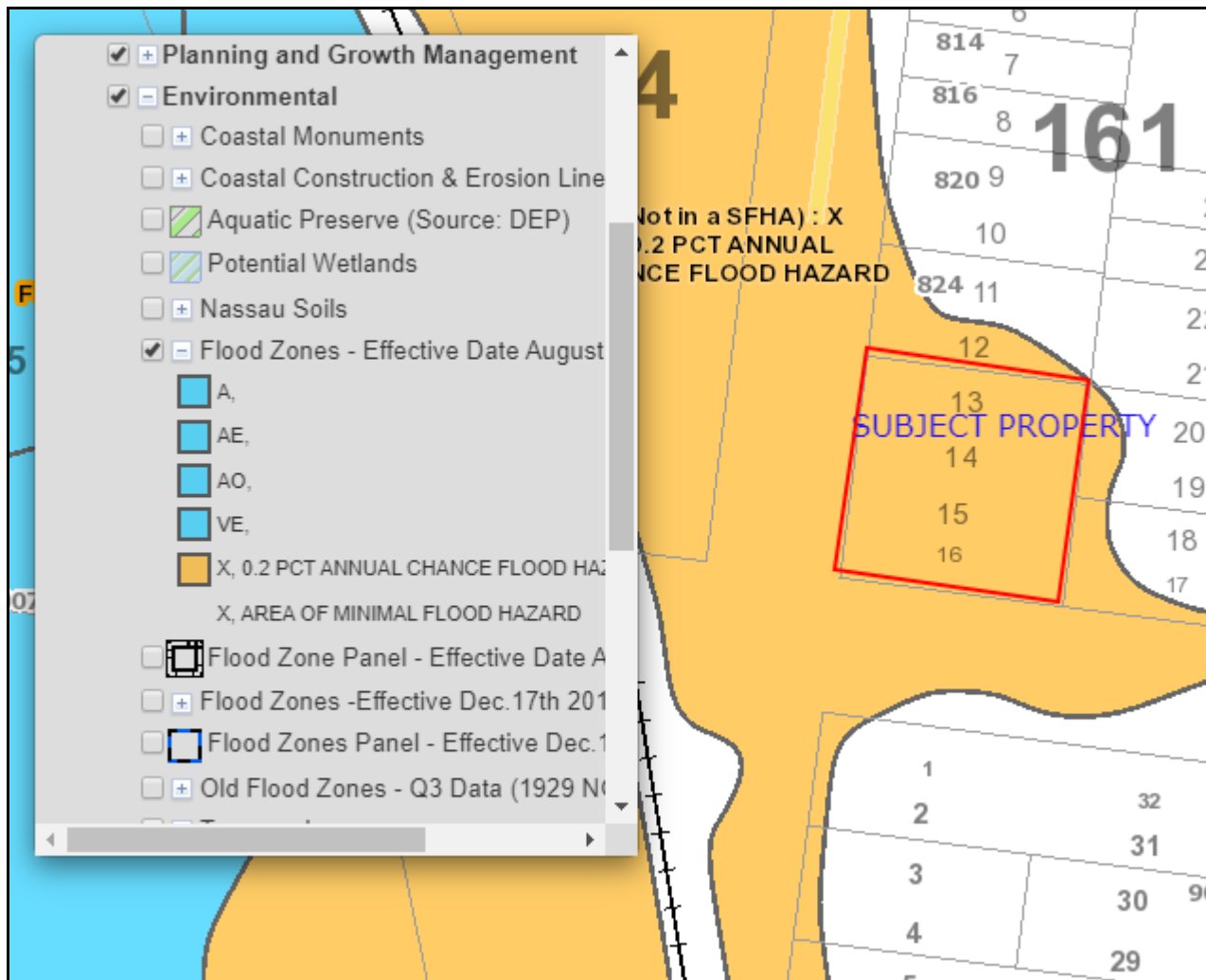
ZONING





STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

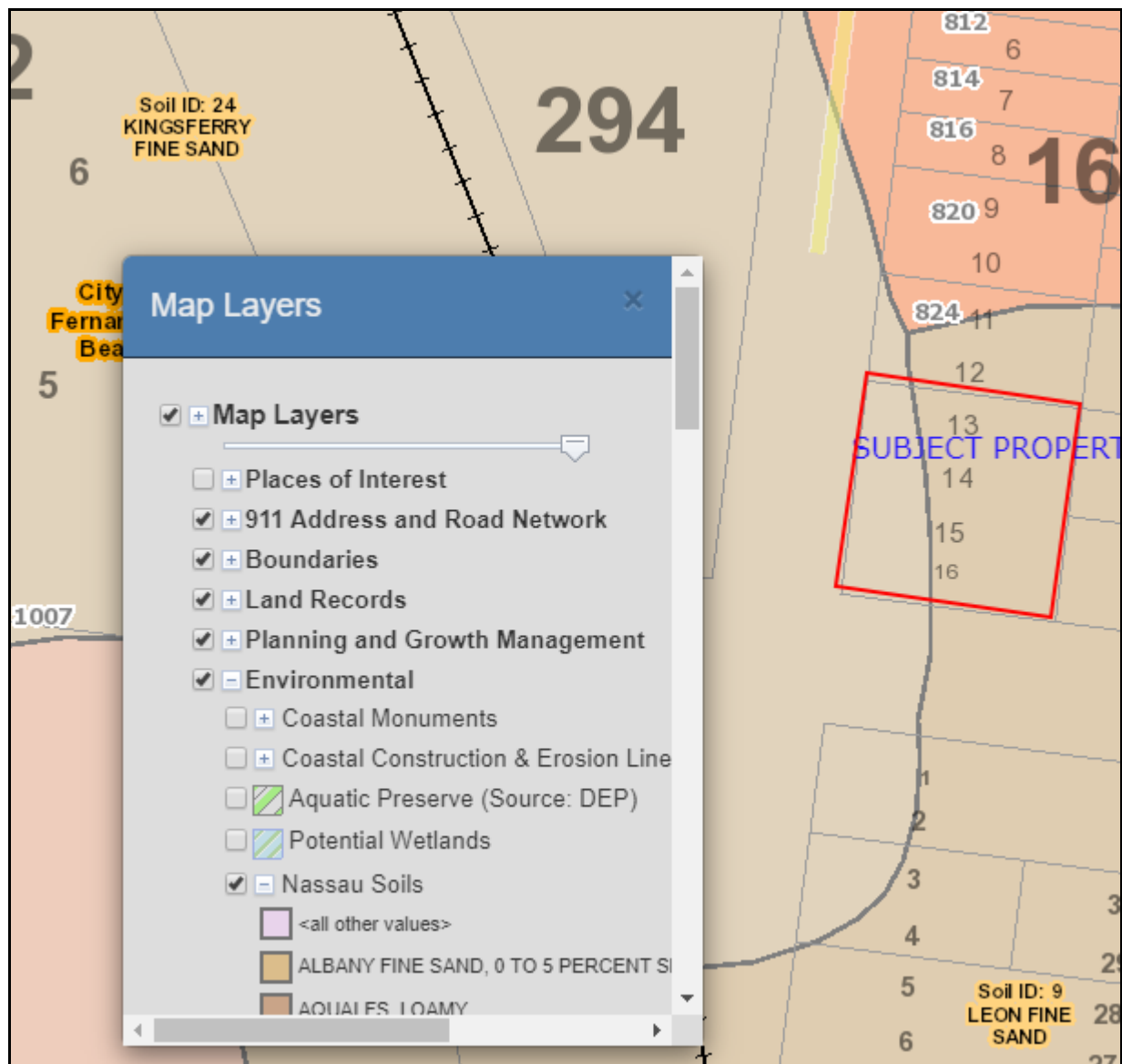
FLOODZONE





STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

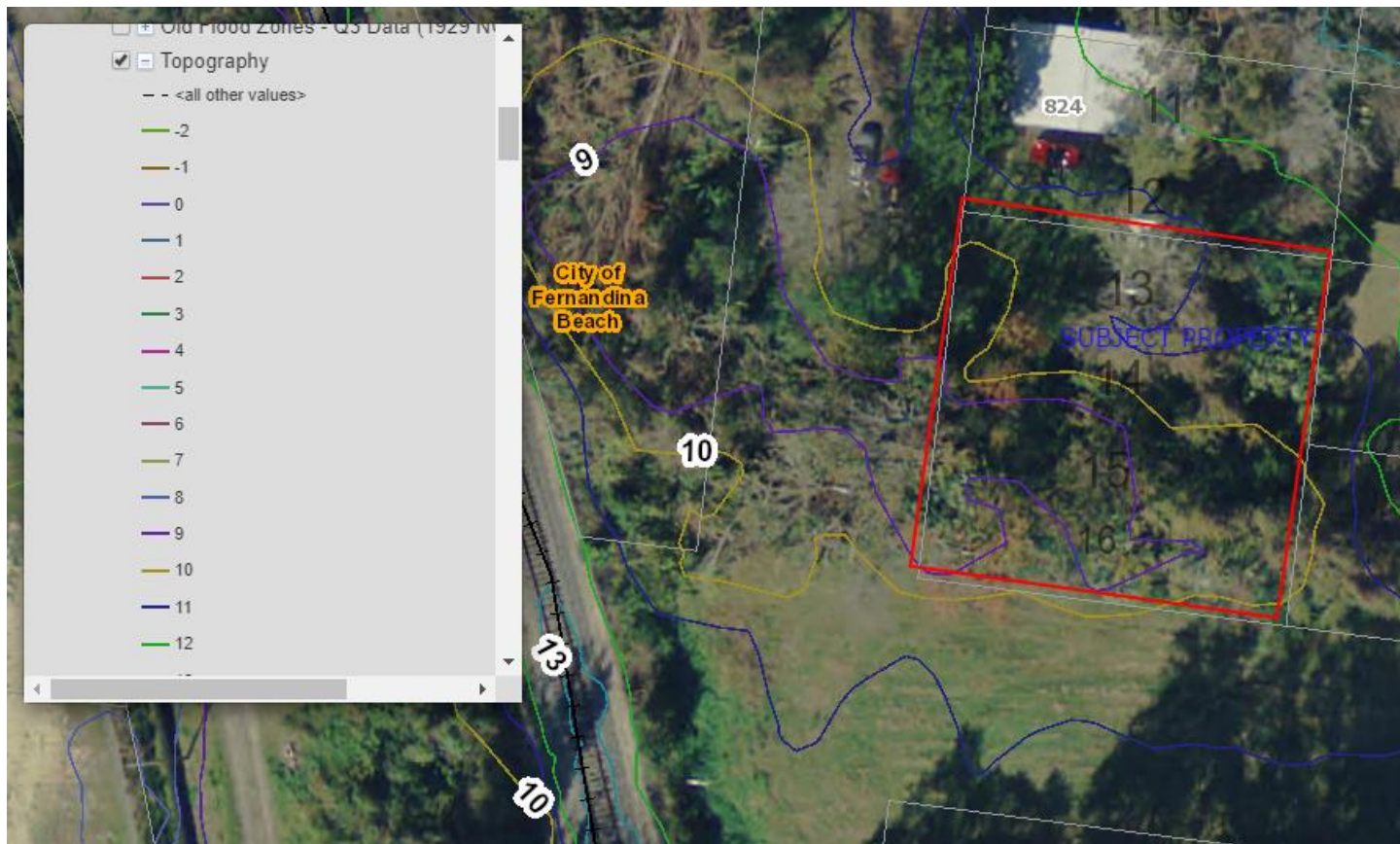
SOILS





STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

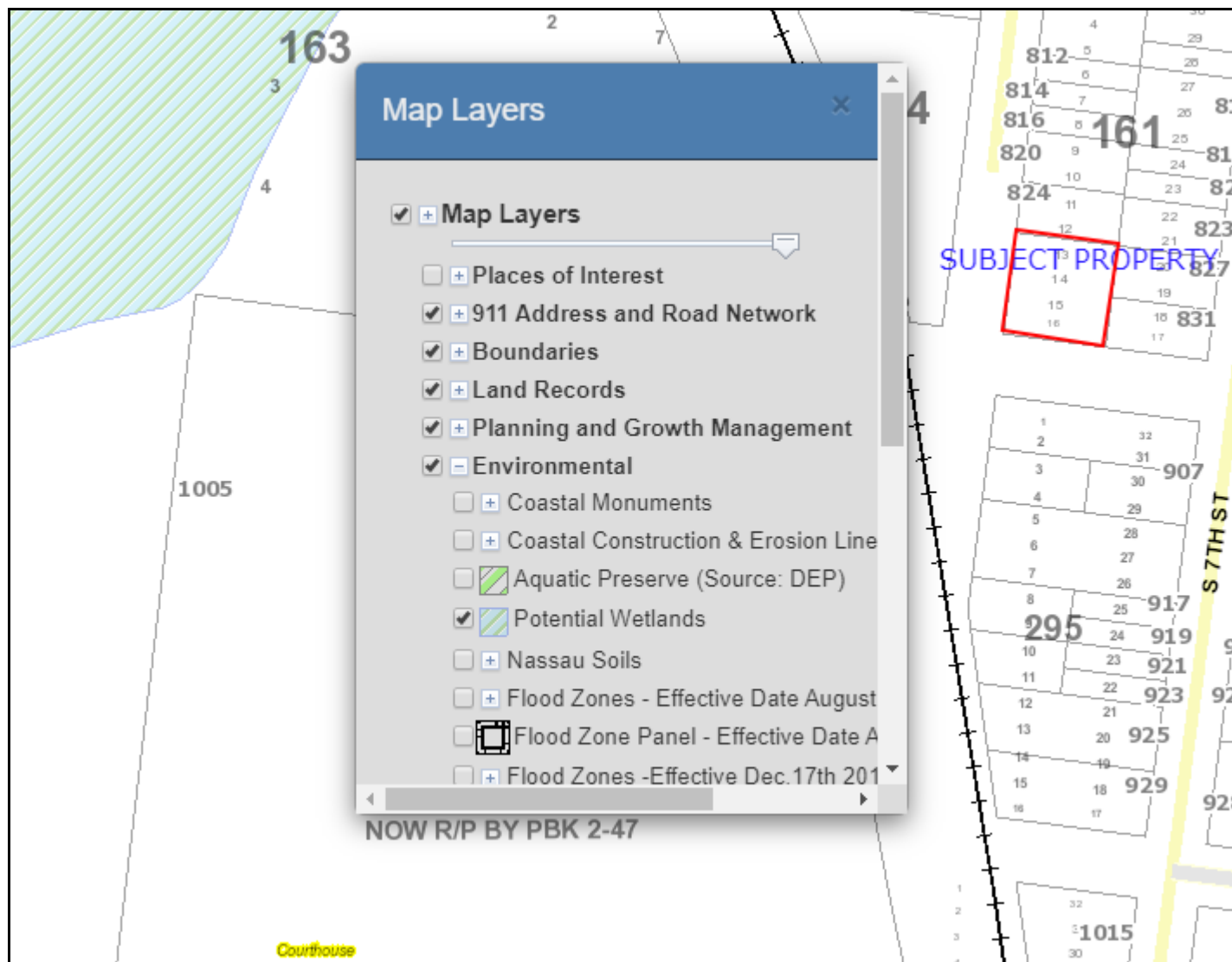
TOPOGRAPHY





STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

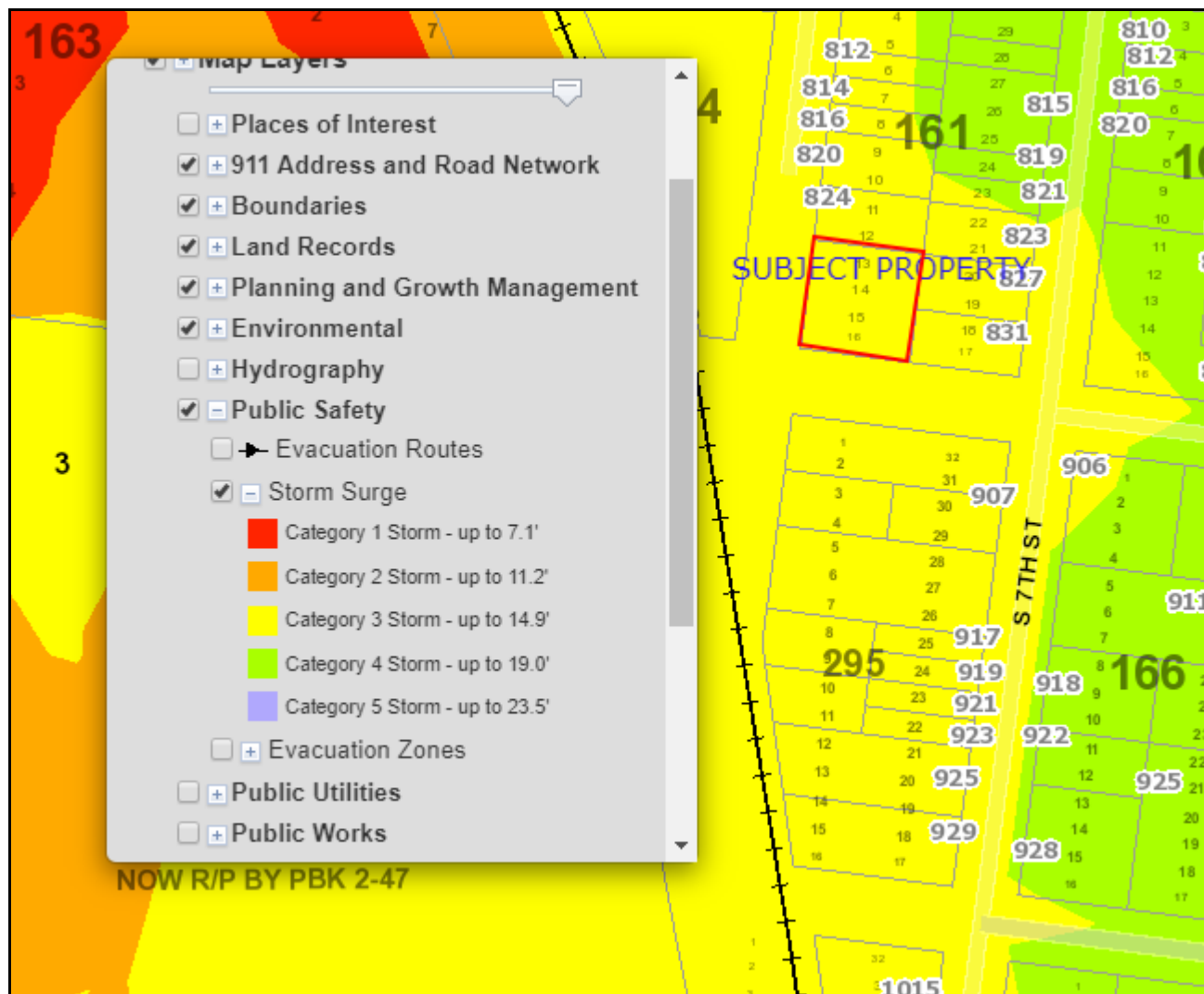
WETLANDS





STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

STORM SURGE ZONE (COASTAL HIGH HAZARD AREA DEFINED AS CATEGORY 1 ZONE)



CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Board Appointment
Code Enforcement and Appeals Board

ITEM TYPE: Board Appointment

REQUESTED ACTION: Approve appointment.

SYNOPSIS: In accordance with Code of Ordinances Section 2-383(a) the City Commission shall appoint members to the Code Enforcement and Appeals Board (CEAB).

The CEAB has two Alternate member vacancies. The City Clerk's Office received Advisory Board/Committee Applications from Mr. Leroy Thompson and Mr. Andy Fotiades expressing interest in serving on the CEAB.

The CEAB, at its July 2, 2020 meeting, recommended approval of Mr. Leroy Thompson and Mr. Andy Fotiades to fill the two Alternate vacancies.

In accordance with City Charter, Section 69; the Advisory Board applicants reside within the jurisdictional boundaries of the City of Fernandina Beach.

FISCAL IMPACT: None

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission appoint Mr. Leroy Thompson and Mr. Andy Fotiades to the alternate positions for the Code Enforcement and Appeals Board for three-year terms ending December, 2023.

Michelle Forstrom, Code Enforcement Director	7/6/2020
Caroline Best, City Clerk	7/6/2020
Nicole Bednar, Administrative Services Manager	7/7/2020
Dale L. Martin, City Manager	7/9/2020

Date: July 06, 2020

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION: Approve

Caroline Best

From: noreply@civicplus.com
Sent: Friday, March 13, 2020 3:50 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	andy m fotiades
------	-----------------

Home Mailing Street Address	andyfotiades@aol.com 500 Starboard Landing
-----------------------------	---

City	fernandina beach
------	------------------

Zip Code	32034
----------	-------

Primary Phone	6787790916
---------------	------------

Secondary Phone	<i>Field not completed.</i>
-----------------	-----------------------------

Please note that board materials are distributed electronically.

Email to receive board materials	andyfotiades@aol.com
----------------------------------	----------------------

Employer	UNREAL Chocolate
----------	------------------

Position Title	Sales Director East & MW
----------------	--------------------------

Business Address	500 starboard landing
------------------	-----------------------

City	fernandina beach
------	------------------

Zip	32034
-----	-------

Code Enforcement & Appeals Board

Select the advisory
board/committee you are
applying for:

Additional board that you
are applying for:

None

serving my community

Why are you interested in
serving on this Board?
Please explain.

Eligibility

Are you a resident of the
City?

Yes

Length of time:

18 months

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:

Volunteer for the Vietnam Veterans Association of Yulee

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:

many years of experience in bushiness/sales/management/customer inter-facing positions

Organization or Commissioner sponsoring nomination (if applicable):

Field not completed.

Educational Background: (Check all that apply)

BS/A

Field not completed.

Other:

Political Science and Economics

Major areas of study:

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

andy m fotiades

Applicant's Signature

Andy Fotiades

Email not displaying correctly? [View it in your browser.](#)

Caroline Best

From: noreply@civicplus.com
Sent: Tuesday, January 28, 2020 9:33 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	Leroy Thompson
------	----------------

Home Mailing Street Address	1311 Beech St.
-----------------------------	----------------

City	Fernandina Beach
------	------------------

Zip Code	32034
----------	-------

Primary Phone	904-557-4540
---------------	--------------

Secondary Phone	904-310-6392
-----------------	--------------

Please note that board materials are distributed electronically.

Email to receive board materials	bernardthompson200@gmail.com
----------------------------------	------------------------------

Employer	Retired/ Pastor
----------	-----------------

Position Title	Pastor; New Zion Baptist Church
----------------	---------------------------------

Business Address	PO Box 312
------------------	------------

City	Folkston, Ga.
------	---------------

Zip	31537
-----	-------

Code Enforcement & Appeals Board

Select the advisory
board/committee you are
applying for:

Arts and Culture Nassau

Additional board that you
are applying for:

To give back to the city that I have lived in all my life.

Why are you interested in
serving on this Board?
Please explain.

Eligibility

Are you a resident of the
City? Yes

Length of time: 66+ 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

Field not completed.

If yes, please provide
details:

Major Affiliations:

Affordable housing committee 1990's

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:

Maintenance technician 35 years NCSB

Organization or
Commissioner sponsoring
nomination (if applicable):

Field not completed.

Educational Background:
(Check all that apply)

High School

Field not completed.

Other:

Divinity

Major areas of study:

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	1/28/2020
------	-----------

Applicant's Signature	Leroy B Thompson
-----------------------	------------------

Email not displaying correctly? [View it in your browser.](#)

Code Enforcement and Appeals Board

Position	Term	Name & Address	Phone
1	08-01-2006	Cynthia Crow 438 North Fletcher Avenue, Fernandina Beach, FL 32034 ccrow@bellsouth.net	(904) 321-0248 (904) 753-1440
2	08-01-2006	Adam Kaufman 116 South 10th Street, Fernandina Beach, FL 32034 adkresolve@comcast.net	(904) 491-0644
3	05-01-2016	Marlene Chapman 2120 Florida Avenue, Fernandina Beach, FL 32034 mm.chap@hotmail.com	(904) 624-5978
5	08-01-2006	Henry Byrd 1514 Calhoun Street, Fernandina Beach, FL 32034 bbyrd49@gmail.com	(904) 277-3357
6	08-01-2006	Carlton Boyd 438 North Fletcher Avenue, Fernandina Beach, FL 32034 bboyd@domesticdesignsinc.com	(904) 321-0248 (904) 753-1438
7	05-01-2016	Gail Shults 3165 South Fletcher Avenue, Fernandina Beach, FL 32034 Gail.shults@yahoo.com	(904) 261-9416
8	06-05-2018	Christine Harmon 482 Crosswind Drive, Fernandina Beach, FL 32034 charmon1846@gmail.com	(614) 306-5940

Code Enforcement and Appeals Board

Term Length: 3 Months

Max Terms: 1 Term(s)

Number of Members: 9

Meeting Schedule: First Thursday of every month

Meeting Time: 5:30 PM

Meeting Location: City Commission Chambers

Meeting Address: 204 Ash Street

Type: Advisory Boards

Description:

Council Liaison:

Staff Liaison:

Michelle Forstrom

mforstrom@fbfl.org

Position Number	Name	Appt Date	No. of Terms Served	Term Expiration Date
1	Cynthia Crow	08/01/2006	1	08/01/2019
2	Adam Kaufman	08/01/2006	1	08/01/2019
3	Marlene Chapman	05/01/2016	1	08/01/2020
5	Henry Byrd	08/01/2006	1	08/01/2020
6	Carlton Boyd	08/01/2006	1	09/01/2018
7	Gail Shults	05/01/2016	1	11/01/2020
8	Christine Harmon	06/05/2018	1	05/19/2019

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Board Appointment
Planning Advisory Board

ITEM TYPE: Board Appointment

REQUESTED ACTION: Approve appointment.

SYNOPSIS: In accordance with Land Development Code Section 9.02.02(b) Planning Advisory Board (PAB) voting members shall be confirmed by majority vote of the City Commission.

The Planning Advisory Board has two vacancies due to recent resignations.

The City Clerk's Office is in receipt of four Advisory Board/Committee Applications from the following individuals: Mr. John Boylan, Ms. Barbara Gingher, Mr. Rob Hicks, and Mr. Matthew Lanius.

In accordance with City Charter Section 69, the four applicants reside within the jurisdictional boundaries of the incorporated City limits.

FISCAL IMPACT: None

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): Based upon review by the Planning Advisory Board, I recommend that the City Commission appoint Ms. Barbara Gingher and Mr. John Boylan to the Planning Advisory Board to fulfill unexpired terms ending December 31, 2021 (Gingher) and December 31, 2022 (Boylan).

Caroline Best, City Clerk	7/2/2020
Nicole Bednar, Administrative Services Manager	7/7/2020
Dale L. Martin, City Manager	7/10/2020

Date: July 02, 2020

Submitted By: Caroline Best, City Clerk

COMMISSION ACTION: Approve

Caroline Best

From: Caroline Best
Sent: Monday, June 15, 2020 12:57 PM
To: john.boylan@westrock.com
Cc: Kelly N. Gibson; kbriley@fbfl.org
Subject: RE: Online Form Submittal: Advisory Board/Committee Application

Dear Mr. Boylan,

Thank you for your interest in serving on the Planning Advisory Board (PAB).

In accordance with [City Code of Ordinances Section 2-122\(a\)\(2\)](#) your advisory board/committee application is hereby forwarded to Planning and Conservation Department Director Ms. Kelly Gibson (copied herein) who serves as the PAB staff liaison. Ms. Gibson will have your application placed on the next available PAB agenda for consideration. Upon PAB approval, your application will move to the City Commission for their honorable consideration.

Again, thank you for your interest in serving and please don't hesitate to contact me with any questions.

Sincerely,

From: noreply@civicplus.com <noreply@civicplus.com>
Sent: Monday, June 15, 2020 6:47 AM
To: Caroline Best <cbest@fbfl.org>; Kim Briley <kelliott@fbfl.org>
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	John Boylan
Home Mailing Street Address	1596 Park Lane
City	Fernandina Beach
Zip Code	32034

Primary Phone	5704996949
Secondary Phone	9044917071

Please note that board materials are distributed electronically.

Email to receive board materials	john.boylan@westrock.com
Employer	WestRock
Position Title	Senior Reliability Engineer
Business Address	600 North 8th Street
City	Fernandina Beach
Zip	32034
Select the advisory board/committee you are applying for:	Planning Advisory Board
Additional board that you are applying for:	None
Why are you interested in serving on this Board? Please explain.	I believe my engineering skills and experience will provide expertise and advice to this board and city. I have been a city resident for over 9 years, and plan to continue into retirement, and desire to insure the city and its environment continues to be a desirable place to live. I served as a member of the PAB Sub Committee in 2016 providing input to the LDC re-write and as a member of the PAB in 2017.
Eligibility	
Are you a resident of the City?	Yes
Length of time:	9 years
Do you hold a public office?	No
Office name:	<i>Field not completed.</i>
Are you employed by the City?	No

Position:	<i>Field not completed.</i>
-----------	-----------------------------

Are you currently serving on a Board?	No
---------------------------------------	----

Board Name:	<i>Field not completed.</i>
-------------	-----------------------------

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:	<i>Field not completed.</i>
---------------------------------	-----------------------------

Major Affiliations:	
---------------------	--

List community, professional, or other applicable policy-making Boards on which you have served. Note the length of service and office held (if any):	Fernandina Beach Rotary Club President - 2 years, Rotary District 6970 Assistant Governor - 3 years, Boy Scout Eagle Scout Advisor, Taking Stock In Children Mentor, FSCJJ Technical Advisory Board, Micah's Place Board Member - 2 years, YMCA Board Member
--	--

Qualifications:	
-----------------	--

Please list any specific qualifications, education or experience that would directly relate to the Board for which you are being recommended:	I believe my engineering skills and experience will provide expertise and advice to this board and city. I spent 25 years as a Process and Engineering Manager for Procter and Gamble, leading major Product and Process Innovations. I continue in a similar role for WestRock as their Senior Reliability Engineer for the past 9 years.
---	--

Organization or Commissioner sponsoring nomination (if applicable):	<i>Field not completed.</i>
---	-----------------------------

Educational Background: (Check all that apply)	High School, BS/A
---	-------------------

Other:	<i>Field not completed.</i>
--------	-----------------------------

Major areas of study: BS In Appied Science with a major in Paper Science and Engineering

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 15, 2020

Applicant's Signature John Boylan

Email not displaying correctly? [View it in your browser.](#)

Caroline Best

From: Caroline Best
Sent: Wednesday, June 3, 2020 10:23 AM
To: angeldoccie2003@yahoo.com
Cc: kbriley@fbfl.org; Kelly N. Gibson
Subject: RE: Online Form Submittal: Advisory Board/Committee Application

Dear Ms. Ginger,

Thank you for your interest in serving on the Planning Advisory Board (PAB).

In accordance with [City Code of Ordinances Section 2-122\(a\)\(2\)](#) your advisory board/committee application is hereby forwarded to Planning and Conservation Department Director Ms. Kelly Gibson (copied herein) who serves as the MAB staff liaison. Please be advised that at this time the PAB has no openings among its membership. Should that change, Ms. Gibson will have your application placed on the next available MAB agenda for consideration. Upon MAB approval, your application will move to the City Commission for their honorable consideration.

Again, thank you for your interest in serving and please don't hesitate to contact me with any questions.

Sincerely,

From: noreply@civicplus.com <noreply@civicplus.com>
Sent: Wednesday, June 3, 2020 6:58 AM
To: Caroline Best <cbest@fbfl.org>; Kim Briley <kelliott@fbfl.org>
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	Barbara Gingher
------	-----------------

Home Mailing Street Address	angeldoccie2003@yahoo.com
-----------------------------	--

City	Fernandina Beach
------	------------------

Zip Code	32034
----------	-------

Primary Phone	9048877793
Secondary Phone	9042617334

Please note that board materials are distributed electronically.

Email to receive board materials	angeldoccie2003@yahoo.com
Employer	Retired
Position Title	Board Member
Business Address	1954 Amelia Green
City	Fernandina Beach
Zip	32034
Select the advisory board/committee you are applying for:	Planning Advisory Board
Additional board that you are applying for:	Arts and Culture Nassau
Why are you interested in serving on this Board? Please explain.	As a member of the community and member of several non profits, I am interested in being part of the planning for current and future development of the City, including new neighborhoods and businesses which will benefit our citizens.
Eligibility	
Are you a resident of the City?	Yes
Length of time:	5mos
Do you hold a public office?	No
Office name:	<i>Field not completed.</i>
Are you employed by the City?	No
Position:	<i>Field not completed.</i>

Are you currently serving on a Board? Yes, 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

Field not completed.

If yes, please provide details:

Major Affiliations:

List community, professional, or other applicable policy-making Boards on which you have served.
Note the length of service and office held (if any):

NCOAA immediate past Chair, 2004-present, YMCA 2019 - Present, Advisory Community Hospice 2018 - Present

Qualifications:

Please list any specific qualifications, education or experience that would directly relate to the Board for which you are being recommended:

Employed by several large, nonprofit healthcare systems As the Senior Nurse Executive responsible for all Clinical Depts. and the making of policies related to patient care. This included responsibility for budgeting revenue and expenses.

Organization or Commissioner sponsoring nomination (if applicable):

Field not completed.

Educational Background: (Check all that apply)

High School, BS/A, MS/A

Other:

Doctor of Nursing Practice

Major areas of study:

Informatics, Education, Leadership, Nursing

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	06/03/2020
------	------------

Applicant’s Signature	Barbara S. Gingher
-----------------------	--------------------

Email not displaying correctly? [View it in your browser.](#)

Caroline Best

From: Caroline Best
Sent: Monday, June 15, 2020 12:55 PM
To: ufgatorrob@aol.com
Cc: Kelly N. Gibson; kbriley@fbfl.org
Subject: FW: Online Form Submittal: Advisory Board/Committee Application

Dear Mr. Hicks,

Thank you for your interest in serving on the Planning Advisory Board (PAB).

In accordance with [City Code of Ordinances Section 2-122\(a\)\(2\)](#) your advisory board/committee application is hereby forwarded to Planning and Conservation Department Director Ms. Kelly Gibson (copied herein) who serves as the PAB staff liaison. Ms. Gibson will have your application placed on the next available PAB agenda for consideration. Upon PAB approval, your application will move to the City Commission for their honorable consideration.

Again, thank you for your interest in serving and please don't hesitate to contact me with any questions.

Sincerely,

From: noreply@civicplus.com <noreply@civicplus.com>
Sent: Friday, June 12, 2020 10:22 AM
To: Caroline Best <cbest@fbfl.org>; Kim Briley <kelliott@fbfl.org>
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	Rob Hicks
------	-----------

Home Mailing Street Address	120 N. 15th St.
-----------------------------	-----------------

City	Fernandina Beach
------	------------------

Zip Code	32034
----------	-------

Primary Phone	9045563002
Secondary Phone	<i>Field not completed.</i>

Please note that board materials are distributed electronically.

Email to receive board materials	ufgatorrob@aol.com
Employer	Fernandina Beach High School
Position Title	School Counselor
Business Address	435 Citrona Dr.
City	Fernandina Beach
Zip	32034

Select the advisory board/committee you are applying for:	Planning Advisory Board
---	-------------------------

Additional board that you are applying for:	Planning Advisory Board
---	-------------------------

Why are you interested in serving on this Board? Please explain.	As a life long resident, I care deeply about the city of Fernandina Beach. I am interested in being a steward of our future here and playing a role in preserving the unique and coveted qualities of the city while adapting to inevitable changes at the same time. There is a thin line that must be walked to accomplish that and I believe the planning advisory board is an excellent means with which to do that.
--	--

Eligibility

Are you a resident of the City?	Yes
Length of time:	41 years
Do you hold a public office?	No
Office name:	<i>Field not completed.</i>
Are you employed by the City?	No

Position:	<i>Field not completed.</i>
Are you currently serving on a Board?	No
Board Name:	<i>Field not completed.</i>
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:	<i>Field not completed.</i>
Major Affiliations:	
List community, professional, or other applicable policy-making Boards on which you have served. Note the length of service and office held (if any):	Amelia Island Museum of History 2017 to present Duncan Lamont Clinch Historical Society 2017 to present
Qualifications:	
Please list any specific qualifications, education or experience that would directly relate to the Board for which you are being recommended:	I do own several properties within the city limits which has provided me some experience in zoning and land use here. I am well connected to the school district and the hundreds of families I have served at FBHS. I also possess a robust knowledge of the history of our area and have published four books about the history of Amelia Island.
Organization or Commissioner sponsoring nomination (if applicable):	<i>Field not completed.</i>
Educational Background: (Check all that apply)	MS/A
Other:	<i>Field not completed.</i>
Major areas of study:	BA English University of Florida, BS in Advertising University of Florida, ME in School Counseling University of West Alabama

Florida's Public Records Law, Chapter 119, Florida Statutes, states:

"It is the policy of this state that all state, county, and municipal records shall at all times be open for a personal inspection by any person." Your application when filed will become a public record and subject to the above statute. In addition, any appointed member of a board of any political subdivision (except members of solely advisory bodies) and all members of bodies exercising planning or zoning, are required to file a financial disclosure form (Form 1) within 30 days after appointment and annually thereafter, for the duration of the appointment as required by Chapter 112, Florida Statutes

I understand that if I am appointed to one of the City's boards, I will be required to file a financial disclosure form - Form 1, as described above, and I am willing to comply with this requirement.

I understand that any false, incomplete or misleading information given by me on the application is sufficient cause for rejection of this application. I understand and agree that any such false, incomplete or misleading information discovered on this application at any time after appointment to a Board may result in my removal.

I also understand that all board appointments are for voluntary, uncompensated services. Additionally, if appointed, I am able to attend meetings and otherwise fulfill the duties of the office.

Applications are submitted to the City Commission when vacancies occur and are effective for two years from date of completion.

Do you understand the duties and responsibilities of the Board/Committee that you are applying for? Yes

By submitting this form, I declare the foregoing facts to be true, correct, and complete.

Date	6-12-2020
------	-----------

Applicant's Signature	Rob Hicks
-----------------------	-----------

Email not displaying correctly? [View it in your browser.](#)

Caroline Best

From: Caroline Best
Sent: Tuesday, June 16, 2020 4:25 PM
To: matthew.lanius@gmail.com
Cc: kbriley@fbfl.org
Subject: RE: Online Form Submittal: Advisory Board/Committee Application

Dear Mr. Lanius,

Thank you for your interest in serving on the Planning Advisory Board (PAB).

In accordance with [City Code of Ordinances Section 2-122\(a\)\(2\)](#) your advisory board/committee application is hereby forwarded to Planning and Conservation Department Director Ms. Kelly Gibson (copied herein) who serves as the PAB staff liaison. Ms. Gibson will have your application placed on the next available PAB agenda for consideration. Upon PAB approval, your application will move to the City Commission for their honorable consideration.

Again, thank you for your interest in serving and please don't hesitate to contact me with any questions.

Sincerely,

From: noreply@civicplus.com <noreply@civicplus.com>
Sent: Tuesday, June 16, 2020 1:35 PM
To: Caroline Best <cbest@fbfl.org>; Kim Briley <kelliott@fbfl.org>
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	Matthew Lanius
Home Mailing Street Address	2138 Natures Gate Ct N
City	Fernandina Beach
Zip Code	32034

Primary Phone	9045574269
Secondary Phone	<i>Field not completed.</i>
Please note that board materials are distributed electronically.	
Email to receive board materials	matthew.lanius@gmail.com
Employer	Rayonier Advanced Materials
Position Title	Technical Manager
Business Address	10 Gum St
City	Fernandina Beach
Zip	32034
Select the advisory board/committee you are applying for:	Planning Advisory Board
Additional board that you are applying for:	None
Why are you interested in serving on this Board? Please explain.	I have graduated from Leadership Nassau and wish to serve the city. I have also discussed the position with a previous board member about the responsibilities and opportunities to serve.
Eligibility	
Are you a resident of the City?	Yes
Length of time:	13 Years
Do you hold a public office?	No
Office name:	<i>Field not completed.</i>
Are you employed by the City?	No
Position:	<i>Field not completed.</i>

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?

Field not completed.

If yes, please provide details:

Major Affiliations:

List community, professional, or other applicable policy-making Boards on which you have served.
Note the length of service and office held (if any):

Rayonier Advanced Materials Technical Manager (4 years) - Create, audit, and uphold quality policies that provide the highest quality products to our customers while continuously improving.

Qualifications:

Please list any specific qualifications, education or experience that would directly relate to the Board for which you are being recommended:

United Way Campaign Chair for Rayonier Advanced Materials (4 years)
Leadership Nassau Graduate 2015
Rayonier Advanced Materials Foundation Board Member (8 years)
BS Biomolecular Chemical Engineering
Six Sigma Training
14 years in Manufacturing and Business Management

Organization or Commissioner sponsoring nomination (if applicable):

Field not completed.

Educational Background: (Check all that apply)

High School, BS/A

Field not completed.

Other:

Engineering and Business Management

Major areas of study:

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	06/16/2020
------	------------

Applicant's Signature	Matthew Lanius
-----------------------	----------------

Email not displaying correctly? [View it in your browser.](#)

Planning Advisory Board

Position	Term	Name & Address	Phone
1		Vacant	
2	11-01-2016	Mark Bennett 815 South Fletcher Avenue, Fernandina Beach, FL 32034 mark.bennett@wellsfargo.com	(904) 491-4778
3	11-19-2019	Peter Stevenson 1627 Highland Dunes Way, Fernandina Beach, FL 32034 pbsteve40@gmail.com	(561) 715-3919 (904) 624-7460
4		Vacant	
5	08-01-2019	Victoria Robas 2161 S. Fletcher Avenue, Fernandina Beach, FL 32034 vbr404@comcast.net	(904) 321-7142
6	07-02-2019	Genece Minshew 2428 Los Robles Drive, Fernandina Beach, FL 32034 gminshew@gmail.com	(904) 491-0185
7	12-01-2016	Jenny Schaffer 124 South 5th Street, Fernandina Beach, FL 32034 jenny@summerhouserealty.com	(904) 557-4739
8	12-01-2017	Mark Durham 1201 Atlantic Avenue, Fernandina Beach, FL 32034 mark.durham@nassau.k12.fl.us	(904) 491-9905

Planning Advisory Board

Term Length: 3 Months

Max Terms: 1 Term(s)

Number of Members: 8

Meeting Schedule: Second Wednesday of each month

Meeting Time: 5:00 PM

Meeting Location: City Commission Chambers

Meeting Address: 204 Ash Street

Type: Advisory Board

Description:

Council Liaison:

Mike Lednovich
(714) 398-9824
malednovick@gmail.com

Staff Liaison:

Kelly Gibson, AICP

kgibson@fbfl.org

Position Number	Name	Appt Date	No. of Terms Served	Term Expiration Date
2	Mark Bennett	11/01/2016	1	11/01/2022
3	Peter Stevenson	11/19/2019	1	08/06/2020
5	Victoria Robas	06/18/2019	1	12/01/2022
6	Genece Minshew	07/02/2019	1	11/01/2020
7	Jenny Schaffer	12/01/2016	1	12/01/2022
8	Mark Durham	12/01/2017	1	12/01/2020