



AGENDA
FERNANDINA BEACH CITY COMMISSION
REGULAR MEETING
AUGUST 4, 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 Stanley Palmer of O'Neal Memorial Baptist Church.

4. PROCLAMATION / PRESENTATIONS

4.1 **PROCLAMATION - MR. JOVAN LEONARD RICHIO, SR.** - *Honoring the late Mr. Jovan Leonard Richio, Sr. whose life was taken due to gun violence. Richio family members will be in attendance to accept the Proclamation.*

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

4.3 **PRESENTATION - ADVANCED DISPOSAL** - *Mr. Greg Huntington of Advanced Disposal will provide an annual overview of their operations within the City and will also address recent performance concerns as it pertains to yard debris.*

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 **COVID-19**

5.7 **GRANT AND PROJECT OPTIONS - FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP), FLORIDA RESILIENT COASTLINES PROGRAM, RESILIENCE IMPLEMENTATION GRANT (RIG)**

5.8 **HOUSING AUTHORITY BUILDING** - *This item is placed on the agenda at the request of Commissioner Ross.*

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

7. **CONSENT AGENDA**

7.1 **APPROVAL OF MINUTES** - *City Commission/Ocean Highway Port Authority Mediation - July 15, 2020; and City Commission Workshop - July 15, 2020.*

7.2 **CITY SEAL USAGE APPROVAL – AMELIA ISLAND CONVENTION & VISITORS BUREAU** – RESOLUTION 2020-101 APPROVING THE USE OF THE CITY SEAL IN ACCORDANCE WITH ORDINANCE 2011-06 WITHIN AN AMELIA ISLAND CONVENTION & VISITORS BUREAU BROCHURE; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves the use of the City seal by the Amelia Island Convention & Visitors Bureau within its upcoming brochure regarding Amelia Island beaches.*

7.3 **VOLUNTARY ANNEXATION AGREEMENT - 753 MAGNOLIA LANE** - RESOLUTION 2020-102 APPROVING THE EXTENSION OF WASTEWATER SERVICES OUTSIDE THE CORPORATE LIMITS; ACCEPTING THE VOLUNTARY ANNEXATION PETITION FOR ONE PARCEL CONTAINING APPROXIMATELY 0.28 ACRES OF LAND LOCATED AT 753 MAGNOLIA LANE; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Authorizes the extension of wastewater services to the property located at 753 Magnolia Lane. Also approves the Voluntary Annexation Petition.*

7.4 **BUDGET AMENDMENT - PECK CENTER / PURCHASE APPROVAL - OTIS ELEVATOR COMPANY** - RESOLUTION 2020-103 APPROVING AN AMENDMENT TO THE BUDGET FOR FISCAL YEAR 2019/2020; APPROVING THE PURCHASE OF REPLACEMENT DOOR OPERATOR FROM OTIS ELEVATOR COMPANY FOR THE ELEVATOR AT THE PECK CENTER IN FISCAL YEAR 2019/2020; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves the transfer of \$23,513 in the FY 2019/2020 Peck Center Department budget for a replacement door operator for the elevator. Also approves the purchase of the replacement door operator in Fiscal Year 2019/2020.*

8. **RESOLUTIONS**

8.1 ***Quasi-judicial* - FINAL PLAT APPROVAL - COTTAGES AT AMELIA TOWNHOMES** - RESOLUTION 2020-104 APPROVING FINAL PLAT/RE-PLAT TITLED, "COTTAGES AT AMELIA;" AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Accepts and approves the plat titled, "Cottages at Amelia," as the final plat.*

8.2 **DENTAL INSURANCE COVERAGE – UNITED HEALTH CARE** - RESOLUTION 2020-105 APPROVING DENTAL INSURANCE COVERAGE WITH UNITED HEALTH CARE; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Authorizes the contract with United Health Care for dental insurance coverage for a period of one year, with one-year renewals at the desire of both parties.*

- 8.3 **BUDGET AMENDMENT - MARINA - RESOLUTION 2020-106** APPROVING AN AMENDMENT TO THE BUDGET FOR FISCAL YEAR 2019/2020; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves a transfer of \$8,185 from the Marina Building account to the Marina Seasonal Temporary account (\$7,120) and Marina FICA account (\$1,065).*
- 8.4 **LITIGATION AUTHORIZATION - OCEAN, HIGHWAY AND PORT AUTHORITY (OHPA) - RESOLUTION 2020-107** AUTHORIZING THE CITY ATTORNEY TO PROCEED WITH FILING A LAWSUIT AGAINST THE OCEAN, HIGHWAY AND PORT AUTHORITY (“OHPA”) IN CIRCUIT COURT FOR FAILURE TO PAY ANNUAL PAYMENT IN LIEU OF TAXES (PILOT) PAYMENTS DUE TO THE CITY; AND PROVIDING AN EFFECTIVE DATE. *Synopsis: Authorizes the City Attorney to engage in certain litigation against OHPA.*
- 8.5 **SOLE SOURCE VENDOR APPROVAL - MARINA UTILITIES, INC. - RESOLUTION 2020-108** APPROVING MARINA UTILITIES, INC. AS THE SOLE SOURCE VENDOR TO PROVIDE THE NEW POWER SOURCE FOR DOCK N3 AND PROVIDE A FIRE LINE FOR DOCK N2, IN AN AMOUNT NOT TO EXCEED \$13,576; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves Marina Utilities, Inc. as a sole source vendor and accepts the proposal submitted by Marina Utilities, Inc. in an amount not to exceed \$13,576 for furnishing and installing a new electrical power source and fire line.*
- 8.6 **SOLE SOURCE VENDOR APPROVAL – CHAMPION TURF, LLC – RESOLUTION 2020-109** APPROVING CHAMPION TURF, LLC AS A SOLE SOURCE VENDOR IN FISCAL YEAR 2019/2020; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves Champion Turf LLC as a sole source vendor in FY 2019/2020 for the purchase and installation of CHAMPION Dwarf Bermuda grass in an amount not to exceed \$25,000.*
- 8.7 **CHANGE ORDER APPROVAL - DL HOLLAND CONTRACTORS - RESOLUTION 2020-110** APPROVING A CHANGE ORDER FROM DL HOLLAND CONTRACTORS FOR ADDITIONAL FILL DIRT; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves a Change Order from DL Holland Contractors in the amount by \$26,040.60 for additional fill dirt needed for the Top Tracer Project at the Fernandina Beach Golf Course.*

9. ORDINANCES - FIRST READING

- 9.1 **CODE AMENDMENT - EMERGENCY POWERS - ORDINANCE 2020-27** AMENDING THE CODE OF ORDINANCES BY ADDING A SECTION TO BE NUMBERED 2-2 ENUMERATING PROCEDURES FOR DECLARATION OF LOCAL STATE OF EMERGENCY AND EMERGENCY POWERS; BY ADDING A SECTION TO BE NUMBERED 2-3 PROVIDING FOR TERMINATION OF A LOCAL STATE OF EMERGENCY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Amends the City Code by adding Section 2-2 enumerating procedures for emergency powers.*

10. ORDINANCE - SECOND READING

- 10.1 **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.*

11. BOARD APPOINTMENT

11.1 **AIRPORT ADVISORY COMMISSION** - *one appointment.*

12. CITY MANAGER REPORTS

13. CITY ATTORNEY REPORTS

14. CITY CLERK REPORTS

15. MAYOR/COMMISSIONER COMMENTS

16. ADJOURNMENT

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

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

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Proclamation
Mr. Jovan Leonard Richo, Sr.

ITEM TYPE: Proclamations

REQUESTED ACTION:

SYNOPSIS: Attached is a Proclamation honoring the late Mr. Jovan Leonard Richo, Sr. whose life was taken due to gun violence. Richo family members will be in attendance to accept the Proclamation.

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

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Dale L. Martin, City Manager 7/23/2020

Submitted By:

Caroline Best

Caroline Best, City Clerk

Date: July 10, 2020

COMMISSION ACTION:

Proclamation

WHEREAS, Fernandina Beach native, Mr. Jovan Leonard Richo Sr., known as “Smiley” to his close friends and family, was the oldest of three siblings, a devoted husband to wife Alashia, and loving father to five beautiful children: JaShawn, Abria, Jovan Jr., Jovanta and Abigail; and

WHEREAS, Mr. Richo was a quiet, faithful, God-fearing man who steadfastly loved his family, friends, and community. He attended Fernandina Beach schools, participated in community gatherings, owned a small business, provided for his family, and was a strong shoulder to lean on; and

WHEREAS, following a senseless dispute on August 1, 2019, where Mr. Richo was seen sheltering and pulling others out of harm’s way, he tragically lost his life on Elm Street due to gun violence; and

WHEREAS, with his kind-hearted words and contagious smile, Mr. Richo was the epitome of a good man. Although he leaves behind a deeply grieving family, Mr. Richo’s legacy will forever be honored and remembered.

NOW, THEREFORE, BE IT RESOLVED, by the City Commission of the City of Fernandina Beach, Florida, that we humbly and respectfully call on all citizens in this community to honor the life of Jovan Leonard Richo, Sr. We call upon all citizens to especially recognize Mr. Richo’s family, friends, and loved ones and to pay them the highest of recognition by good deed, kind remark, and compassionate attitude.

BE IT FURTHER RESOLVED that a copy of this Proclamation is presented as a permanent matter of record in the proceedings of the City Commission as a testimonial of our sincerest condolences to the family and loved ones of:

JOVAN LEONARD RICH0, SR.

IN WITNESS WHEREOF, I, John A. Miller, as Mayor have hereunto set my hand and caused the Official Seal of the City of Fernandina Beach to be affixed this 4th day of August, 2020.

CITY OF FERNANDINA BEACH

John A. Miller
Mayor-Commissioner

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Presentation
Nassau Humane Society

ITEM TYPE: Presentation

REQUESTED ACTION:

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

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

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Dale L. Martin, City Manager 7/23/2020

Date: October 30, 2019

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION:

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Presentation
Advanced Disposal

ITEM TYPE: Presentation

REQUESTED ACTION:

SYNOPSIS: Mr. Greg Huntington of Advanced Disposal will provide an annual overview of their operations within the City and will also address recent performance concerns as it pertains to yard debris.

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Jeremiah Glisson, Fleet & Facilities Maintenance Director 7/15/2020

Dale L. Martin, City Manager 7/23/2020

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

Date: July 01, 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 7/23/2020

Date: October 25, 2019

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION:

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Discussion
Waterfront Development

ITEM TYPE: Discussion

REQUESTED ACTION:

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

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Dale L. Martin, City Manager 7/23/2020

Date: October 25, 2019

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION:

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Discussion
Beaches

ITEM TYPE: Discussion

REQUESTED ACTION:

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

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Dale L. Martin, City Manager 7/23/2020

Date: December 04, 2019

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION:

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Discussion
Marina

ITEM TYPE: Discussion

REQUESTED ACTION:

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

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

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Dale L. Martin, City Manager 7/23/2020

Date: January 21, 2020

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION:

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Discussion
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 7/23/2020

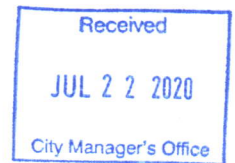
Date: June 16, 2020

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION:



**FLORIDA
DEVELOPMENT
FINANCE** CORP.



July 9, 2020

Dale Martin, City Manager
City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034

Mr. Martin,

I would like to take this opportunity to let you know that your service on the Board of the Florida Resiliency and Energy District ("FRED") and its partnership with the Florida Development Finance Corporation ("FDFC") is valued and appreciated. With the purpose of providing economic development to the State of Florida through the mechanism of Property Assessed Clean Energy ("PACE") financing, FRED is an integral part to the process in providing this option to property owners to install energy efficient, renewable energy or wind-resistant improvements to their property.

In appreciation for your service, the FDFC would like to present a contribution in the amount of \$4,500 to the City of Fernandina Beach to assist the City in their efforts toward economic development or for other items that would benefit the community.

Sincerely,

William F. Spivey, Jr.
Executive Director, FDFC

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Discussion
COVID-19

ITEM TYPE: Discussion

REQUESTED ACTION:

SYNOPSIS: City Commission will discuss COVID-19 related issues.

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Dale L. Martin, City Manager 7/23/2020

Date: July 16, 2020

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION:

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Discussion
Grant and Project Options - Florida Department of Environmental Protection (FDEP),
Florida Resilient Coastlines Program, Resilience Implementation Grant (RIG)

ITEM TYPE: Discussion

REQUESTED ACTION:

SYNOPSIS: City Commission discussion to consider a Resilience Implementation Grant (RIG) grant application to the Florida Department of Environmental Protection. Grant funds are intended to assist coastal communities in implementing adaptation/resilience plans (such as nature-based options for erosion and flood control, elevating public structures, and projects specifically included in existing adaptation/resiliency plans).

Projects should be completed in the ten months between July 2021-June 2022. Funding for the RPG program is subject to State legislative and gubernatorial approval, with Individual awards up to \$500,000.

City staff has compiled a list of potential for City Commission consideration. The grant application does not have a matching fund requirement and is due October 9, 2020.

FISCAL IMPACT: NA

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Andre Desilet, Stormwater Manager	7/17/2020
Nan Voit, Parks & Recreation Director	7/20/2020
Nicole Bednar, Administrative Services Manager	7/23/2020
Dale L. Martin, City Manager	7/23/2020

Lorelei Jacobs

Date: July 16, 2020

Submitted By: Lorelei Jacobs, Grants Administrator

COMMISSION ACTION:

AUGUST 2019

DRAFT SUPPLEMENTAL ENVIRONMENTAL ASSESSMENT

**DUNES AND OTHER RESILIENCY DESIGN
REFINEMENTS**

SHORE PROTECTION PROJECTS

**NASSAU, DUVAL, ST. JOHNS, AND
BREVARD COUNTIES, FLORIDA**



U.S. Army Corps
of Engineers
**JACKSONVILLE
DISTRICT**



**US Army Corps of Engineers
JACKSONVILLE DISTRICT**

PROPOSED FINDING OF NO SIGNIFICANT IMPACT

RESILIENCY DESIGN REFINEMENTS SHORE PROTECTION PROJECTS

NASSAU, DUVAL, ST. JOHNS, AND BREVARD COUNTIES, FLORIDA

The U.S. Army Corps of Engineers, Jacksonville District (Corps), has prepared a Supplemental Environmental Assessment (SEA) in accordance with the National Environmental Policy Act (NEPA) of 1969, as amended, and its implementing regulations to evaluate design changes to incorporate resiliency features, such as sand dunes, into existing Federal Shore Protection Projects (SPP) located in Nassau, Duval, St. Johns, and Brevard counties, Florida. Brevard County is inclusive of two projects, North Reach segment and South Reach segment. In addition to a “no action” alternative, the SEA evaluated various alternative design refinements to increase project robustness, resiliency, and/or reliability. The Preferred Alternatives recommend minor design changes within existing project authority, as follows:

- 1) Dune Construction with Vegetation (Nassau, Duval, St. Johns, Brevard)**
- 2) Pedestrian Access Modifications with Sand Fencing (Nassau, Duval, St. Johns)**
- 3) Vehicle Access Modifications (Nassau, Duval, St. Johns, Brevard)**

As described herein, the design changes each have independent utility and can be implemented separately, if needed.

I have reviewed the SEA, incorporated herein by reference. Reasons for these conclusions are in summary:

- a. The Preferred Alternatives shall be in compliance with Section 7 of the Endangered Species Act of 1973, as amended. The Corps has determined that the Preferred Alternatives may affect endangered or threatened nesting sea turtles and has initiated formal consultation with the U.S. Fish and Wildlife Service (USFWS). The Corps also determined that the Preferred Alternatives may affect, but are not likely to adversely affect the threatened piping plover, threatened red knot, and the endangered Anastasia Island beach mouse. The Corps has requested the USFWS' concurrence with this

determination. The Corps determined that the Preferred Alternatives would have no effect on gopher tortoise, which is a candidate for possible future Federal listing. Coordination with the USFWS regarding these species is ongoing.

- b. The Preferred Alternatives are being coordinated with the State of Florida, and all applicable water quality standards will be met. A water quality certification pursuant to section 401 of the Clean Water Act (CWA) of 1972, as amended, will be obtained from the Florida Department of Environmental Protection (FDEP) prior to construction. Pursuant to the CWA of 1972, as amended, the discharge of dredged or fill material associated with the Preferred Alternatives is compliant with the section 404(b)(1) Guidelines (40 CFR 230). In addition, a determination of consistency with the Florida Coastal Zone Management program pursuant to the Coastal Zone Management Act of 1972 will be obtained from FDEP prior to construction.
- c. Consultation regarding the Preferred Alternatives is complete with the Florida State Historic Preservation Officer and the appropriate federally recognized Tribes. Pursuant to Section 106 of the National Historic Preservation Act of 1966, as amended, the Corps determined that the Preferred Alternatives would have no effect on historic properties. SHPO concurrence of no adverse effects to historic properties was provided in a letter dated June 14, 2019.
- d. There are no effects to Essential Fish Habitat. However, the Preferred Alternatives are being coordinated with the National Marine Fisheries Service in accordance with the Magnuson-Stevens Fishery Conservation and Management Act.
- e. The Preferred Alternatives have been evaluated pursuant to the Migratory Bird Treaty Act. The Jacksonville District's Migratory Bird Protection procedures will be implemented.
- f. Benefits to the public will include dunes and design refinements that contribute to and supplement the erosion damage reduction provided by the existing project berm.

In view of the above and the attached SEA, and after consideration of public and agency comments received, I conclude that the Preferred Alternatives would not result in a significant effect on the quality of the human environment and is not contrary to the public interest, therefore preparation of an Environmental Impact Statement is not required.

Andrew D. Kelly, Jr.
Colonel, U.S. Army
District Commander

Date

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DRAFT: DUNES AND OTHER RESILIENCY DESIGN REFINEMENTS
SHORE PROTECTION PROJECTS
NASSAU, DUVAL, ST. JOHNS, AND BREVARD COUNTIES, FLORIDA

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1 PROJECT PURPOSE AND NEED.

1.1 Introduction.

The U.S. Army Corps of Engineers, Jacksonville District (Corps), is considering design changes to increase the robustness, resiliency, and/or reliability of existing Federal Shore Protection Projects (SPP) in Nassau, Duval, St. Johns, and Brevard counties, Florida. Detailed descriptions of these projects can be found within the National Environmental Policy Act (NEPA) reports listed in **Table 1** and are incorporated herein by reference.

The Corps, in partnership with local sponsors, has been implementing beach nourishment projects in Florida since 1969. The designs for most of these projects were developed in the 1960s through the 1980s. These projects were designed to control beach erosion and prevent the landward retreat of the shoreline that would cause property and infrastructure damage. The general understanding at the time was that the best way to address the problem of landward erosion was to build a wider beach berm. Dunes were often investigated as an alternative in the plan formulation process for these projects, but typically were eliminated from further consideration. This is because dunes were thought only to protect against storm surge flooding and vertical erosion which were not considered to be significant problems along the coast in the project areas. Beach recreation was also an important consideration in the development of these projects. The general understanding at the time was that wider beach berms would increase recreational opportunities while dunes would take up beach space that could otherwise provide recreational value.

This SEA considers a range of alternative design modifications that could increase project resiliency, including dune construction with vegetation, vegetation only, sand fencing, pedestrian access modifications, vehicle access modifications, and outfall pipe modifications. To assist in this analysis, the Corps evaluated the performance of existing dunes, including reducing erosion and inundation damages, elongating nourishment intervals, decreasing nourishment volumes, and incidental environmental benefits. A generalized dune template was developed for comparison to the existing beach template; the dune template could include elongation of existing dunes, closing existing gaps in the dune line, realigning the current dune line or creating dunes in areas where they do not currently exist. As noted above, the Corps also analyzed vegetation only and sand fencing design alternatives, which can further enhance dune stability and beach accretion rates.

The state of the science of coastal engineering has evolved to recognize that dunes are integral components of a beach system and play a critical role in landward erosion. Observations of how beaches with dunes have performed during recent storm events as well as research conducted by the Corps Engineer Research and Development Center (ERDC) and others have led to an improved understanding of how the dune and beach function as one interconnected system and the role that dunes play in storm response

and overall beach morphology. It is now understood that dunes not only address storm surge flooding issues, but they contribute to erosion control above and beyond the erosion control provided by a beach berm alone. It is also now understood that vegetated dunes with established root systems better withstand erosion than dunes consisting of sand alone. When the beach is actively eroded during storms, sand removed from the dunes is deposited onto the beach, serving as an immediate natural sand source. They also serve as the ultimate line of defense against storm surge inundation by acting as a natural buffer to protect inland infrastructure. In addition to being integral to a beach's storm damage reduction function, dunes provide important habitat for many plants and animals. The below excerpt from New Jersey Sea Grant Consortium Dune Manual describes how dunes and beaches evolve in response to small and large magnitude storms.

“Coastal sand dunes act as reservoirs of sand that help the beach maintain its equilibrium and preserve the ability of the beach to respond naturally to storm events. Beaches evolve during a storm by taking on a more dissipative state that causes waves to break farther offshore, reducing the wave energy near the shoreline. During this transition, the beach slope is reduced and one or more sand bars may form. The bars are formed as sand is transported offshore during the peak of the storm and is deposited near the region of most intense wave breaking. During smaller storms, the waves don't reach the base of the dune, and the erosion is limited to the beach face (berm) itself. The dunes only become active during moderate to large storms when the dissipation created by the bars is insufficient to prevent the waves from attacking the base of the dune. As a dune erodes, it releases a portion of its built-up reservoir of sand into the littoral system, where it contributes to bar formation and the development of a more dissipative profile, ultimately reducing damage to inland infrastructure. Larger dunes can withstand more wave activity and therefore provide more protection to areas behind them. In the simplest terms, the sand stored in a dune buys time and provides protection from severe storms.” – (Wooton, et al 2016 New Jersey Sea Grant Consortium Dune Manual)

Duval and Brevard Counties SPPs include borrow areas located in the Outer Continental Shelf (OCS) which fall under the jurisdiction of the Bureau of Ocean Energy Management (BOEM). Beach-quality sand from these borrow areas may be used in the future to construct dunes. BOEM is authorized under Public Law 103-426 [43 United States Code (U.S.C.) 1337(k)(2)] to negotiate on a non-competitive basis the rights to OCS sand resources for SPPs. BOEM's proposed action is to issue a negotiated agreement authorizing use of sand resources at the request of the local sponsors and the Corps to support the construction. The placement of material to add or modify sand dunes is an associated authorization of the sand extracted from the OCS; therefore, BOEM is serving as a cooperating agency in the preparation of this SEA, specifically as it relates to sand from Duval and Brevard Counties borrow areas.

Table 1. Federal studies relevant to this project.

Project Name	Federal Projects
Nassau County	1999 (Revised 2004 and Revised 2006) Nassau County Florida Shore Protection Project General Reevaluation Report with Final Environmental Assessment
Duval County	1974 Beach Erosion Control Project Duval County, Florida Environmental Statement 1990 Duval County, Florida, from St. Johns River to the Duval-St. Johns County Line, Shore Protection Project, 934 Study and Reevaluation Report with Environmental Assessment 1993 Duval County Shore Protection Project Third Renourishment for Reaches 2-3-4 Duval County Florida 2005 Environmental Assessment, Duval County Beach Erosion Control Project New Borrow Area and Finding of No Significant Impact 2015 Final Supplemental Environmental Assessment, New Borrow Area – Duval County Shore Protection Project, Duval County, Florida
St. Johns County	1998 St. Johns County Florida Shore Protection Project General Reevaluation Report with Environmental Assessment
Brevard County (North Reach and South Reach)	1996 Brevard County, Florida Shore Protection Project Review Study, Feasibility Report with Final Environmental Impact Statement modified by the 1999 Limited Reevaluation Report

1.2 Project Authority.

The Corps proposes to evaluate potential design changes to increase the robustness, resiliency, and/or reliability of the following authorized shore protection projects: Nassau County, Florida Shore Protection Project; Duval County, Florida Shore Protection Project; St. Johns County, Florida Shore Protection Project, and Brevard County, Florida Shore Protection Project. For the Brevard County Project, two separable elements of shore protection were evaluated: the North Reach and the South Reach. The existing authorities for these projects include initial construction and continuing Federal participation in periodic nourishment (**Table 2**). Renourishment is periodically completed to replenish eroded material. Because Federal participation is ongoing, these SPPs remain in continuing construction. In accordance with Engineer Regulation 1105-2-100, Planning Guidance Notebook, at 3-20 (April 22, 2000), “in accordance with Public Law 826 of 1956 (Beach Nourishment), when the Chief of Engineers determines that the most suitable and economical remedial measures would be provided by a periodic nourishment project, the Chief may consider the periodic nourishment as continuing construction for the length of time that the Chief specifies. Classifying the periodic nourishment as continuing construction establishes the Federal interest in cost sharing renourishments, usually for the economic life of the project.” Considering renourishment of SPPs to be part of continuing construction is consistent with recent Corps guidance on implementing the supplemental appropriations: “A shore protection

project that has received funding for initial construction, or for a cycle of periodic renourishment, in one of these fiscal years, is eligible for funding to complete that initial construction, or that particular cycle of periodic renourishment, respectively, as an ‘ongoing construction project.’” See Policy Guidance on Implementation of Supplemental Appropriations in the Bipartisan Budget Act of 2018 at pages 6-7, 9 August 2018.

Table 2. Summaries of prior Federal authorized studies relevant to this project.

Project Name	Project Segment	Authority	Agreement(s) Governing Continuing Construction (Periodic Nourishment)	Authorized Reports	Federal Participation Period
Nassau County, Florida Shore Protection Project		Section 3(a)(3) of WRDA 1988 (P.L. 100-676), as modified by Section 314 of WRDA 1999 (P.L. 106-53)	Project Cooperation Agreement Between the Department of the Army and the City of Fernandina Beach for Construction of the Nassau County, Florida Shore Protection Project dated 28 September 2007	Chief of Engineer’s Report dated 19 May 1986 Nassau County Florida Shore Protection Project General Reevaluation Report with Final Environmental Assessment dated April 1999 (Revised September 2004 and April 2006), and approved by the Commander, South Atlantic Division on 6 December 2006	Initiation of construction in 2008. Federal participation through 2058 per Section 314 of WRDA 1999 (P.L. 106-53).

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Project Name	Project Segment	Authority	Agreement(s) Governing Continuing Construction (Periodic Nourishment)	Authorized Reports	Federal Participation Period
Duval County, Florida Shore Protection Project		Section 301 of the River and Harbor Act of 1965 (P.L. 89-298)	Project Cooperation Agreement Between the Department of the Army and the City of Jacksonville for Extension of Federal Participation in Construction of the Duval County, Florida Shore Protection Project dated 7 July 1994	Chief of Engineer's Report dated 2 June 1965 Duval County, Florida, from St. Johns River to the Duval-St. Johns County Line, Shore Protection Project, Section 934 study and Reevaluation Report with Environmental Assessment dated October 1990 (Section 934 Study), and approved by the Assistant Secretary of the Army (Civil Works) on 3 February 1992	Initiation of construction in 1978. Federal participation through 2028 per Section 934 of WRDA 1986 (P.L. 99-662) and the ASA (CW)'s 1992 approval memorandum.

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Project Name	Project Segment	Authority	Agreement(s) Governing Continuing Construction (Periodic Nourishment)	Authorized Reports	Federal Participation Period
St. Johns County, Florida Shore Protection Project	St. Augustine Beach	Section 501(a) of the WRDA 1986 (P.L. 99-662), as modified by Section 316 of WRDA 1999 (P.L. 106-53)	Project Cooperation Agreement Between the Department of the Army and St. Johns County, Florida for Construction of the St. Johns County, Florida Shore Protection Project dated 24 August 2000	Chief of Engineer's Report dated 26 February 1980 St. Johns County, Florida Shore Protection Project General Reevaluation Report with Environmental Assessment, dated March 1998 and approved by the Assistant Secretary of the Army (Civil Works) on 15 December 1998	Initiation of construction in 2001. Federal participation through 2051 per Section 316 of WRDA 1999 (P.L. 106-53).

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Project Name	Project Segment	Authority	Agreement(s) Governing Continuing Construction (Periodic Nourishment)	Authorized Reports	Federal Participation Period
Brevard County, Florida Shore Protection Project	North Reach and South Reach	Section 101(b)(7) of WRDA 1996 (P.L. 104-303), as modified by Section 310 of WRDA 1999 (P.L. 106-53)	Project Cooperation Agreement Between the Department of the Army and Brevard County, Florida for Construction of the Brevard County, Florida Shore Protection Project dated 20 April 2000 Amendment No. 1 to the Project Cooperation Agreement Between the Department of the Army and Brevard County, Florida for Construction of the Brevard County, Florida Shore Protection Project dated 8 August 2013 Amendment No. 2 to the Project Cooperation Agreement Between the Department of the Army and Brevard County, Florida for Construction of the Brevard County, Florida Shore Protection Project dated 31 August 2016	Chief of Engineer's Report dated 23 December 1996 Brevard County, Florida Shore Protection Project Review Study, Feasibility Report with Final Environmental Impact Statement, dated September 1996 and approved by the Chief of Engineers on 23 December 1996 as modified by the Limited Reevaluation Report dated October 1999 and approved by the Chief, Planning and Environmental Division, Directorate of Engineering and Technical Services, South Atlantic Division on 26 January 2000	Initiation of construction in 2002. Federal participation through 2052 per Section 101(b)(7) of WRDA 1996 (P.L. 104-303).

1.3 Project Location.

Figure 1 shows the locations of the five existing Federal SPPs in Nassau, Duval, St. Johns, and Brevard counties, Florida, where the addition or modification of sand dunes may occur.

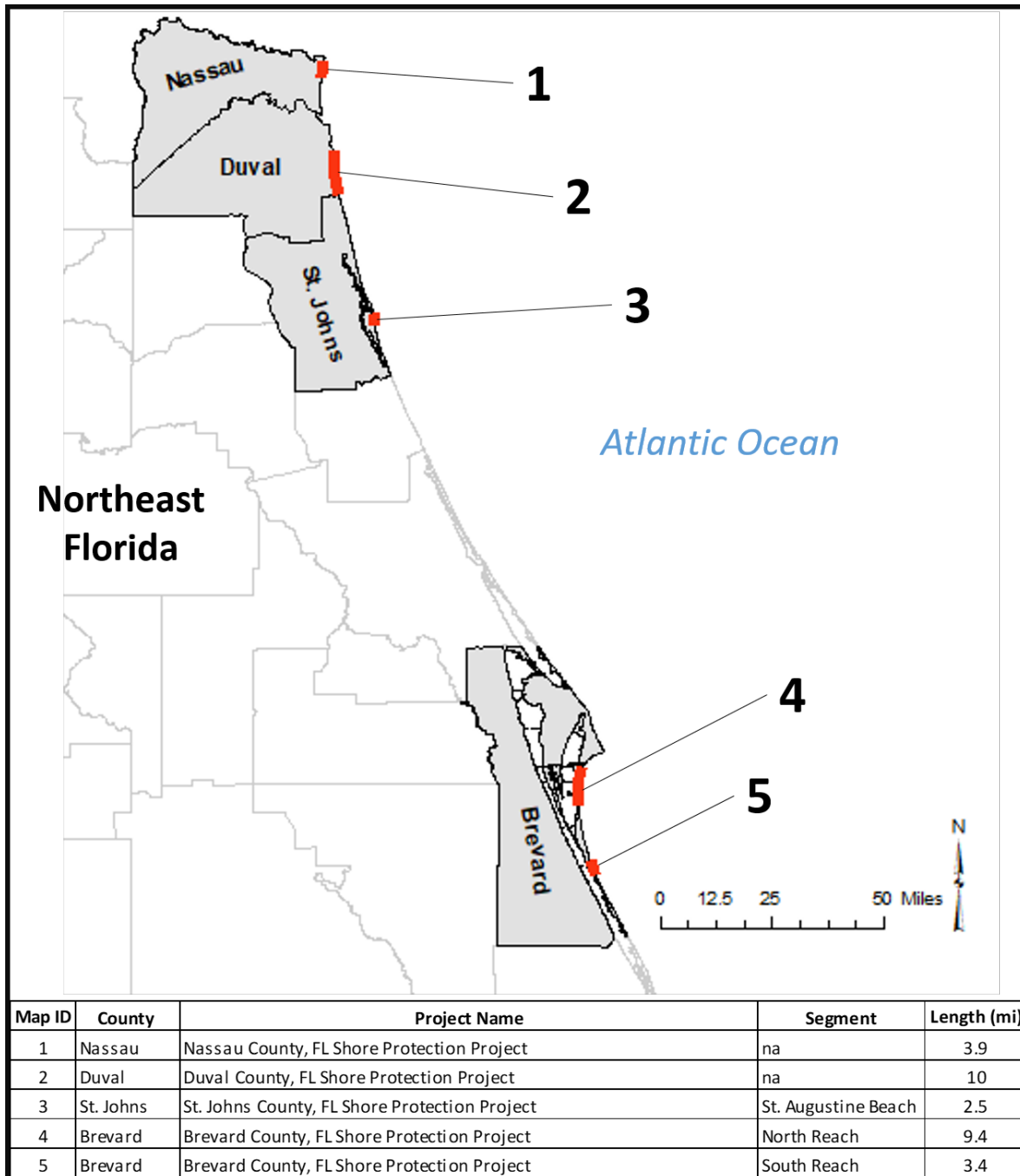


Figure 1. Location Map for SPPs in Nassau, Duval, St. Johns, and Brevard Counties.

1.4 Project Need or Opportunity.

The project need or opportunity is to increase project robustness, resiliency, and reliability through minor design refinements. Engineering and Construction Bulletin 2018-2, Implementation of Resilience Principles in the Engineering & Construction Community of Practice, January 25, 2018, provides the policy and guidance for applying the Corps principles of resilience – Prepare, Absorb, Recover and Adapt – to engineering and construction efforts.

It is now recognized that dunes are integral components of a beach system and play a critical role in reducing damages to the project and infrastructure. Based on the definition of resilience and PARA principles described in ECB 2018-2, it is possible to apply design refinements to incorporate dunes for increased resilience to authorized beach nourishment projects.

1.5 Agency goal or Objective.

Each SPP shall be evaluated to determine additional details associated with each design modification alternative, including an estimate of the volume of sand needed to incorporate the design change and the associated costs. The proposed design changes are expected to be only minor and technical in nature, with no addition or change to project purpose.

1.6 Related Documents.

This supplemental EA supplements the NEPA documents referenced in **Table 1**. Please use the following link to access the current environmental documentation for the Federal projects:

<https://www.saj.usace.army.mil/About/Divisions-Offices/Planning/Environmental-Branch/Environmental-Documents/>

1.7 Decisions to be Made

The decision to be made upon completion of this SEA is whether the proposed resiliency design refinements within the referenced projects would result in significant environmental effects on the quality of the human environment. The need for mitigation measures or best management practices (BMPs) to reduce any potentially adverse effects, particularly in regard to associated activities, is also a decision to be made. If no significant impacts are identified during the NEPA process for the Preferred Alternatives, the Corps will make the decision to sign a Finding of No Significant Impact (FONSI) and move forward with the Preferred Alternatives. If significant impacts are identified, the Corps will decide to implement mitigation measures to reduce the impacts to a lower-than-significant threshold, proceed with the Notice of Intent (NOI) to prepare an Environmental Impact Statement (EIS), or not implement the Preferred Alternatives.

1.8 Scoping and Issues.

1.8.1 Issues Evaluated.

The following issues were identified to be relevant to the proposed modification and/or addition of resiliency design refinements to the Federal projects: (1) general environmental setting; (2) native beach and offshore sand composition; (3) nesting sea turtles; (4) piping plover; (5) red knot; (6) Anastasia beach mouse (7) gopher tortoise; (8) migratory birds; (9) other wildlife resources; (10) cultural, historic, and archeological resources; (11) water quality; (12) aesthetics; (13) recreation; (14) hazardous, toxic, radioactive waste (HTRW); (15) air quality; (16) noise; (17) energy requirements and conservation; (18) natural or depletable resources; (19) Native Americans; (20) reuse and conservation potential.

Please use the following link to access the current environmental documentation for the Federal projects.

<https://www.saj.usace.army.mil/About/Divisions-Offices/Planning/Environmental-Branch/Environmental-Documents/>

1.8.2 Public Interest Factors.

While the Corps does not process and issue Corps permits for its own activities, pursuant to 33 CFR 336.1, the Corps authorizes its own discharges of dredged or fill material by applying all applicable substantive legal requirements, including public notice, opportunity for public hearing, and application of the section 404(b)(1) guidelines. As part of its review, the Corps evaluates the probable impacts, including cumulative impacts, of the proposed activity and its intended use on the public interest. All factors that may be relevant to the proposed action must be considered, including the cumulative effects thereof. The public interest factors are listed in **Subsection 1.8.1** and evaluated in **Section 4** and **Table 14**. As stated in **Section 1.4**, the project need or opportunity is to increase project robustness, resiliency, and reliability through minor design refinements. Specifically, the refinements described in this document would help control beach erosion and the landward retreat of the shoreline that would cause property and infrastructure damage. A range of alternatives to accomplish this are described in Chapter 2. Effects resulting from the proposed alternatives were evaluated and, where appropriate, environmental protection measures shall be implemented in order to balance the project need with all of the stated public interest factors. For the reasons discussed in **Section 4** and **Table 14**, the Corps concludes that the proposed design refinements are clearly in the public interest.

1.9 Permits, Licenses, and Entitlements.

Information on permits, licenses and entitlements are available in the prior referenced environmental documents that pertain specifically to each of the Federal authorized

projects for Nassau, Duval, St. Johns, and Brevard counties (**Table 2**).

2 ALTERNATIVES.

This section describes the no-action alternative and the various action alternatives. Other reasonable alternatives were evaluated within the aforementioned environmental documents and are incorporated herein by reference. The Preferred Alternatives were selected based on the information and analysis presented in the Affected Environment and Environmental Effects sections of this SEA.

2.1 Description of Alternatives.

In accordance with NEPA and its implementing regulations, the Corps considered a reasonable range of alternative engineering design refinements, including a no-action alternative. For each project, the Corps analyzed implementing the following engineering design refinements:

1. Dune construction with vegetation
2. Vegetation only
3. Sand fencing
4. Pedestrian access modifications
5. Vehicle access modification
6. Outfall pipe modifications to increase the project's resiliency.

These design refinements could be added or modified as standalone design changes or could be implemented in conjunction with dune construction and other design refinements.

Although there are potentially a very large number of alternatives that could be formulated through different combinations of project refinements to improve the project's resiliency, in **Table 3** through **Table 7**, the Corps focused on a reasonable number of alternatives that collectively reflect consideration of the full range of possible refinements and their potential environmental impacts. The design changes each have independent utility and can be implemented separately, or through various combinations, if needed.

Certain alternatives were eliminated from detailed study. Structural alternatives such as wooden vehicle ramps, seawalls, and gates that close during storm events were considered during the analysis but ultimately rejected. Wooden vehicle ramps are more costly than any of the modifications and would require a greater level of design. These structures are also typically less aesthetically pleasing compared to the natural appeal of vegetated dunes and repair costs would likely be more expensive than the other alternatives, both of which are concerns of the local sponsors. Gates to close during storm events are also not desirable because they require frequent maintenance to ensure that they are functioning properly, especially in a marine environment. Seawalls used to close gaps in the dune were also rejected because they would only provide inundation protection benefits and would also require a greater level of design.

2.1.1 No-action Alternative (Status Quo).

Authorized projects would continue to be implemented over the period of Federal participation in accordance with existing authorities. Periodic renourishment of the projects' existing design templates typically occur every (5-10) years. During major storm events there could be increased damages to infrastructure and loss of dune habitat if the proposed resiliency modifications were not performed for those projects that currently have a dune system.

2.1.2 Action Alternatives.

In order to develop action alternatives, the Corps evaluated the performance of existing dunes, including reducing erosion and inundation damages, elongating nourishment intervals, decreasing nourishment volumes, and incidental environmental benefits.

Recommended alternatives considered to increase project resilience include:

Alternative 1: Dune Construction with Vegetation

Alternative 2: Vegetation Only

Alternative 3: Sand Fencing

Alternative 4: Pedestrian Access Modifications

Alternative 5: Vehicle Access Modifications

Alternative 6: Outfall Pipe Modification

These alternatives are more fully described in **subsection 2.2** below. **Table 3** through **Table 7** in **subsection 2.4** include the recommended alternatives for each of the five proposed projects.

2.2 Issues and Basis for Choice.

The action alternatives consider several design changes that can increase project resiliency including the construction of dunes and other design refinements.

Dune construction consists of incorporating a dune template as part of the project in future nourishment events. The dune construction template may adopt the dimensions of existing dunes, modify the dimensions of existing dunes, or add a new dune where dunes do not currently exist. The dune construction template will be considered part the project's construction template and the volume of material to construct the dune will be considered part of the project's advanced fill volume. The authorized design template on which benefits are based will not be changed by dune construction nor will the authorized advance fill volume be changed. The same volume of advanced fill would be placed such that a portion of that volume would be placed in the dune. Potential sand sources will comply with State of Florida statutes and meet all applicable criteria based on consultation with FDEP.

The dune template heights and slopes were selected to mimic the natural dunes in or adjacent to the project areas. The USACE Coastal Engineering Manual (CEM) and Natural and Constructed Coastal Foredunes Fact Sheet (USACE, 2018) from the USACE Engineer Research and Development Center (ERDC) were consulted in the design of the proposed dunes in order to ensure that the proposed dunes designs are consistent with existing technical guidelines.

Design refinements were considered in order to support dune stability including vegetation, sand fencing, pedestrian access, vehicle access, and storm water outfall pipes. These design refinements could be added or modified as standalone design changes or could be implemented in conjunction with dune construction and other design refinements.

Planting **vegetation** helps to anchor sand dunes and promotes dune growth. The roots and stems of sea oats and other native coastal plants trap wind-blown sand. As the sand piles up around the plants, new roots develop on the recently buried stems while new stems emerge from the sand's surface. This traps even more sand and grows the dune. In general vegetation should be planted on all newly constructed dunes.

An additional way to enhance dune growth is through the installation of **sand fencing**. Sand fencing is a relatively low cost option that works similarly to dune vegetation to help support sand dune growth by trapping and collecting wind-driven sand.

Pedestrian access modifications could include signage encouraging beachgoers to stay off dunes and to use designated access points, rope fencing to keep people out of the dunes, or constructing dune walkovers to allow beach access without impacting the dune. These measures prevent dune vegetation, and the dune itself, from being trampled and degraded by foot traffic which could reduce the function of the dune.

Vehicle access modifications could include changing the angle at which the vehicle access cuts through the dune so that during a storm the gap through the dune would erode in on itself. Mats or ramps could be used to allow vehicles to drive over the dune and prevent the degradation of the dunes in these areas. Sand stockpile areas could be designated for filling in the dune gaps when a storm is approaching.

Modifications at Storm Water Outfalls. Areas where storm water outfall pipes intersect dunes and release storm water onto the project footprint could be modified with revetment sections or the pipes could be re-routed in order to prevent degradation of the dune in these areas caused by outfall scour.

2.3 Project-specific Design Considerations.

Table 3 through **Table 7** show the project-specific considerations relevant to each alternative design change. See **section 4** for a more detailed discussion of potential environmental impacts of the alternatives. The design changes each have independent utility and can be implemented separately or in various combinations if needed.

Table 1. Nassau County SPP – Alternatives.

Design Change	Project-specific Considerations
No Action	No change to the existing project.
Dune Incorporation	Dunes have not been directly constructed in the SPP area, however dunes have formed naturally within the project footprint and enhance the protection benefits of the SPP along most of the project shoreline. There are two small areas at Main Beach where dunes could be constructed to close the gap in the natural dune.
Vegetation	Dune vegetation is well established along much of the existing dune in the project area. As such, the dune areas generally do not currently require dune vegetation planting. However, future dune construction should include planting of native dune vegetation.
Sand Fencing	In the absence of dune construction, sand fencing could be strategically placed to help trap sand in small dune gaps such as at dune walkthroughs. This approach proved successful at several areas south of the Federal project limits.
Pedestrian Access Modifications	There are 31 public pedestrian beach access points in the project area. Just a few of these access points have boardwalks extending over the existing dunes. The remaining access points have footpaths over and/or through the dune that can result in degradation of the dune over time at these locations. These locations could benefit from boardwalks over the dune or from sand fencing placed in a manner that would guide foot traffic on a dedicated path and collect windblown sand in the vicinity of the footpath. The advantage of boardwalks compared to walkthroughs is that the boardwalks allow people to access the berm without impacting the dune. Dune walkthroughs let people walk directly on top of the dune which can cause erosion to the path over time. This erosion can become significant if the access is heavily used and if the elevation of the walk-through is eroded enough. Other potential impacts to direct access through the dune include damage to habitat and damage to vegetation. These impacts can be exacerbated if the walkthroughs are not well-defined and people are not careful to stay within them.

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Design Change	Project-specific Considerations
Vehicle Access Modifications	There are 2 vehicle beach access points in the project area that cut through the dune leaving vulnerable gaps. The Dolphin Avenue vehicle access is used for emergency vehicles and construction equipment to access the beach. It consists of a straight cut through the dune, and could be made more resilient by constructing a ramp, by being angled, or by designating an emergency stockpile for closing the dune as a storm approaches. The Sadler Road vehicle access is used for the public to drive and park on the beach. This access point has a relatively small footprint which would make this access difficult to modify with a ramp or by angling. Line of sight for drivers entering and exiting the beach through this dune cut through also needs to be considered. Vehicle access modifications will be limited to the footprint of the vehicle access parcel.
Modifications at Storm Water Outfalls	There are no outfall pipes affecting dunes in the project area.

Table 2. Duval County SPP -- Alternatives.

Design Change	Project Specific Considerations
Dune Incorporation	Dunes construction has recently taken place within the project footprint to rebuild existing dunes that were eroded by Hurricanes Matthew (2016) and Irma (2017). This work has been locally funded. The sponsor has acquired a consent of use over sovereign submerged lands from the State of Florida for the dune construction and no easements are required as the dune footprint is seaward of the ECL. Incorporating dunes as part of the SPP allows for reconstruction of the dunes following a significant storm event; thus immediately enhancing the projects ability to reduce storm damages.
Vegetation	Dune vegetation is well established along much of the existing dune in the project area. The recently constructed portions of the dune are scheduled to be planted with native dune vegetation (primarily sea oats). Future dune construction should include planting of native dune vegetation.
Sand Fencing	Sand fencing should not be placed out onto the berm seaward of the existing dune as this could cause dune encroachment onto the berm which could have negative impacts on recreational beach use. Sand fencing could be strategically placed to help trap sand in small dune gaps such as at dune walk-throughs. Sand fencing was successfully used to close a small gap in the dune at Hopkins Street in Neptune Beach adjacent to a boardwalk.

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Pedestrian Access Modifications	There are 115 public pedestrian beach access points in the project area. Less than half of these access points have boardwalks extending over the existing dunes. The remaining access points have footpaths over and/or through the dune that could result in degradation of the dune over time. These locations could benefit from sand fencing placed in a manner that would guide foot traffic on a dedicated path and collect windblown sand in the vicinity of the footpath. There are an additional 7 pedestrian access points along the NS Mayport shoreline that all have boardwalks over the existing dunes.
Vehicle Access Modifications	There are 18 vehicle beach access points in the project area. Over half of the access points currently consist of a gap through the dune that is vulnerable to backside dune erosion due to flanking, upland erosion, and inundation. The access points are all used by emergency vehicles and cannot be permanently closed. Modifications that could be made include angling the path through the dune, ramping over the dune, or designating stockpiles of sand that could be used to close off the dune gap when a storm is approaching. Local interests would not prefer to use Mobi-mat® style ramps due to turtle issues and concerns with pedestrians slipping on the mats. Vehicle access modifications will be limited to the footprint of the vehicle access parcel.
Modifications at Storm Water Outfalls	There are 29 outfall pipes in the Jacksonville Beach portion of the project area that create weak points in the dune. The City of Jacksonville beach is working on extending the outfall pipes as funding opportunities allow to prevent storm surge through the pipes or washout of the dunes during large rain events.

Table 3 St. Johns County SPP – Alternatives.

Design Change	Project Specific Considerations
Dune Incorporation	Dunes have not been directly constructed as part of the SPP, however dunes have formed naturally within the project footprint and enhance the protection benefits of the SPP. The area around the fishing pier is likely too erosive to support dune construction, as discussed in Section 6-2, below. Incorporating dunes as part of the SPP allows for reconstruction of the dunes following a significant storm event; thus immediately enhancing the projects ability to reduce storm damages.
Vegetation	Dune vegetation is well established along much of the existing dune in the project area. As such, the dune areas generally do not currently require dune vegetation planting. However, future dune construction should include planting of native dune vegetation.
Sand Fencing	In the absence of dune construction, sand fencing could be strategically placed to help trap sand in small dune gaps such as at dune walk-throughs. Sand fencing could also be used to direct foot traffic through designated pedestrian beach accesses.

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Design Change	Project Specific Considerations
Pedestrian Access Modifications	There are 29 public pedestrian beach access points in the project area. A few of these access points have boardwalks extending over the existing dunes. The remaining access points have footpaths over and/or through the dune or wooden ramps that end within the dune with a footpath that continues onto the berm. The footpaths could result in degradation of the dune over time at these locations. These locations could benefit from sand fencing placed in a manner that would guide foot traffic on a dedicated path and collect windblown sand in the vicinity of the footpath. Note that if existing paths through the dune are to be re-oriented, then beach mice relocation may be required.
Vehicle Access Modifications	There are 5 vehicle beach access points in the project area. Most of the access points currently consist of a gap through the dune that is vulnerable to backside dune erosion due to flanking, upland erosion, and inundation. Most of these access points are used by emergency vehicles cannot be permanently closed. The 'A' street access point is used for public beach driving. Modifications that could be made include angling the path through the dune, ramping over the dune, or designating a stockpile of sand that could be used to close off the dune gap when a storm is approaching. Vehicle access modifications will be limited to the footprint of the vehicle access parcel.
Modifications at Storm Water Outfalls	There are no outfall pipes affecting dunes in the project area.

Table 4. Brevard County North Reach SPP – Alternatives.

Design Change	Project Specific Considerations
Dune Incorporation	Dunes have formed naturally within the project footprint in both the North and South Reaches of the project. Incorporating dunes as part of the SPP allows for reconstruction of the dunes following a significant storm event; thus immediately enhancing the project's ability to reduce storm damages.
Vegetation	Dune vegetation is well established along much of the existing dune in the project area. There are no dune areas currently in need of vegetation, however future dune construction should include planting of dune vegetation.
Sand Fencing	Sand fencing could be strategically placed to help trap sand in small dune gaps such as at dune walkthroughs. It could also be used to direct foot traffic through designated paths. Sand fencing is not preferable to the project sponsor.

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Design Change	Project Specific Considerations
Pedestrian Access Modifications	The pedestrian access points in the project area include boardwalks extending over the existing dunes or footpaths over and/or through the dune. The footpaths can result in degradation of the dune over time from foot traffic. These locations could benefit from sand fencing placed in a manner that would guide foot traffic on a dedicated path and collect windblown sand in the vicinity of the footpath. Sand fencing is not preferable to the project sponsor and degradation of the dunes at footpaths has not been observed to be occurring to a large extent.
Vehicle Access Modifications	There are 6 vehicle beach access points in the project area that cut through the dune leaving gaps. Modifications that could be made include angling the path through the dune, a ramp over the dune, or a designated stockpile of sand that could be used to close off the dune gap when a storm is approaching. Secondary dune islands could be constructed in front of the gaps to create a partition that would still allow vehicles to use the access. Vehicle access modifications will be limited to the footprint of the vehicle access parcel. Several of the vehicle accesses are already at a high elevation and may not require modifications.
Modifications at Storm Water Outfalls	There are some storm outfall pipes within the South Reach project area, however the sponsor does not wish to pursue any modifications to the dunes adjacent to these features.

Table 5. Brevard County South Reach SPP – Alternatives

Design Change	Project Specific Considerations
Dune Incorporation	Dunes have formed naturally within the project footprint in both the North and South Reaches of the project. Incorporating dunes as part of the SPP allows for reconstruction of the dunes following a significant storm event; thus immediately enhancing the projects ability to reduce storm damages.
Vegetation	Dune vegetation is well established along much of the existing dune in the project area. There are no dune areas currently in need of vegetation, however future dune construction should include planting of dune vegetation.
Sand Fencing	Sand fencing could be strategically placed to help trap sand in small dune gaps such as at dune walkthroughs. It could also be used to direct foot traffic through designated paths. Sand fencing is not preferable to the project sponsor.

Design Change	Project Specific Considerations
Pedestrian Access Modifications	The pedestrian access points in the project area include boardwalks extending over the existing dunes or footpaths over and/or through the dune. The footpaths can result in degradation of the dune over time from foot traffic. These locations could benefit from sand fencing placed in a manner that would guide foot traffic on a dedicated path and collect windblown sand in the vicinity of the footpath. Sand fencing is not preferable to the project sponsor and degradation of the dunes at footpaths has not been observed to be occurring to a large extent.
Vehicle Access Modifications	There are 6 vehicle beach access points in the project area that cut through the dune leaving gaps. Modifications that could be made include angling the path through the dune, a ramp over the dune, or a designated stockpile of sand that could be used to close off the dune gap when a storm is approaching. Secondary dune islands could be constructed in front of the gaps to create a partition that would still allow vehicles to use the access. Vehicle access modifications will be limited to the footprint of the vehicle access parcel. Several of the vehicle accesses are already at a high elevation and may not require modifications.
Modifications at Storm Water Outfalls	There are some storm outfall pipes within the South Reach project area, however the sponsor does not wish to pursue any modifications to the dunes adjacent to these features.

2.4 Preferred Alternatives.

The Corps developed Preferred Alternatives based on a consideration of potential environmental impacts and an evaluation of the performance of existing dunes, including reducing erosion and inundation damages, elongating nourishment intervals, decreasing nourishment volumes, and incidental environmental benefits. All of the proposed action alternatives would increase project resilience, including dune construction with vegetation, sand fencing, pedestrian access modifications, and vehicle access modifications (including sand stockpile areas). The proposed Preferred Alternatives for each of the Federal authorized projects are summarized in **Table 8** through **Table 11**.

2.4.1 Nassau County Preferred Alternatives.

The design changes recommended to increase resilience for the Nassau County SPP include dune construction with vegetation, pedestrian access modifications with sand fencing and boardwalks, and vehicle access modifications. The Preferred Alternative would incorporate dunes into the Federal project with a crest elevation of 15 ft. NAVD88. In contrast, the design template berm elevation in the Nassau County SPP's authorizing reports, referenced in **Table 2**, is +9.6 ft. NAVD88. The proposed dune template is consistent with the natural characteristics of existing dunes in the project area.

There are two locations between Dolphin Avenue and Atlantic Avenue with sizable gaps in the existing, naturally occurring dune. At both of these locations, the proposed dune construction includes closing the gaps. The northernmost of the two sites is located directly in front of FDEP R-monument R-21 at Wolf Park. The gap in the existing dune at this location is approximately 75 ft. long and currently allows pedestrian access from a boardwalk onto the berm. However, this gap in the dune is not an official public access point. The elevation of the ground within this gap is approximately 12 ft. NAVD88, so the proposed dune construction will raise the elevation of this point by about 3 ft. The second gap in the existing dune is located just to the south of Wolf Park in front of the parking lot at the end of Atlantic Avenue. This gap is approximately 330 ft. long. It is located north of the Sandbar & Kitchen Restaurant, and in front of the restaurant itself. The elevation of the ground within this gap is approximately 11 ft. NAVD88, so the proposed dune construction will raise the elevation by about 4 ft.

Table 8 provides a summary of the recommended design changes. For more information, including descriptions and locations of the proposed vehicle and pedestrian access modifications, see **Appendix C**.

Table 6. Nassau County Summary of Recommended Design Changes.

Design Change	Summary of Recommendation
Dune Construction with Vegetation	Dune incorporation is recommended along the entire length of the project. Dunes could be constructed as part of the project in the event that the existing dune becomes eroded in the future. The volume of sand to be placed in the dune template, should it erode, would be treated as part of the project's advanced fill volume. Existing dune gap closures could be constructed separately.
Vehicle Access Modifications	Modifications for vehicle access points that include raising elevations, a vehicle mat, and an emergency stockpile are recommended.
Pedestrian Access Modifications with Sand Fencing	Placing sand fencing along the side of each walk-through is recommended to trap material in the access and help it maintain a higher elevation. Approximately 50 ft. of wooden sand fence would be needed at each access point to be modified. Two boardwalks are recommended at the Dolphin Avenue and Atlantic Avenue parking lots.

2.4.2 Duval County Preferred Alternatives.

The design changes recommended to increase resilience for the Duval County SPP include dune construction with vegetation, pedestrian access modifications with sand fencing, and vehicle access modifications. The Preferred Alternative would incorporate dunes into the Federal project with a crest elevation of 14.5 ft. NAVD88. In contrast, the design template berm elevation in the Duval County SPP's authorizing reports, referenced in **Table 2**, is +8 ft. NAVD88. The proposed dune template is consistent with the natural characteristics of existing dunes in the project area.

There are two access points located at the end of Beach Blvd (R-66.5 and R-66.6). The northernmost of these two access is used exclusively by the Jacksonville Beach lifeguards, which have a garage at this location. The lifeguard garage entrance is facing the gap in the existing dune in order to allow for the vehicles to move directly onto the beach. Due to this configuration, the local sponsor would prefer to keep the access open. However, due to the proximity of the access at the end of Beach Blvd, the Preferred Alternative includes dune construction to close the gap for the lifeguard access and re-routing the lifeguard vehicles to the Beach Blvd entrance. This gap is approximately 20 ft. wide. The ground elevation at this gap is approximately 11 ft. NAVD88, and the proposed dune construction will raise the elevation by about 4 ft.

At 8th Avenue North, if the storm outfall pipe is extended by the City of Jacksonville in the future, the Preferred Alternative would fill the outfall corridor in order to narrow the gap in the access from 75 ft. to 40 ft. Finally, at 20th Avenue South, there is an official vehicle access point that is currently closed by an existing dune; the proposed design changes would include dune construction at this location, thus permanently closing this access point.

Table 9 provides a summary of the recommended design changes for this project. For more information, including descriptions and locations of the proposed vehicle and pedestrian access modifications, see **Appendix C**.

Table 7. Duval County Summary of Recommended Design Changes.

Design Change	Summary of Recommendation
Dune Construction with Vegetation	Dune incorporation is recommended along the entire length of the project. Dunes could be constructed as part of the project in the event that the existing dune becomes eroded in the future. The volume of sand to be placed in the dune template, should it erode, would be treated as part of the project's advanced fill volume.
Vehicle Access Modifications	Modifications for vehicle access points that include raising elevations, vehicle mats, emergency stockpiles, and partial dune closure are recommended.
Pedestrian Access Modifications with Sand Fencing	Placing sand fencing along the side of each walk-through is recommended to trap material in the access and help it maintain a higher elevation. Approximately 40 feet of wooden sand fence would be needed at each access point to be modified.

2.4.3 St. Johns County Preferred Alternatives.

The design changes recommended to increase resilience for the St. Johns County SPP, St. Augustine Beach Segment, include dune construction with vegetation, pedestrian access modifications with sand fencing, and vehicle access modifications. The Preferred Alternative would incorporate dunes into the Federal project with a crest elevation of between +16 ft. NAVD88 (in the Southern portion of project) and +17 ft. NAVD88 (in the Northern portion of the project). In contrast, the design template berm elevation in the St. Johns County SPP's authorizing reports, referenced in **Table 2**, is

+9 ft. NAVD88. The proposed dune template is consistent with the natural characteristics of existing dunes in the project area.

Three changes are proposed for the existing dune at Pope Road. First, the dune from the state park would be continued along the north side of the parking lot to protect the parking lot from inundation. The constructed dune would tie into the existing dune system and also serve to prevent flanking of the existing dune. The proposed dune recommended north of parking lot is smaller than the typical dune template for the northern reach of the project in order to prevent the dune from protruding out onto the berm which would make it more susceptible to erosion. The proposed dune has a dune crest width of 10 ft., an elevation of 4 ft. above the existing grade (about 10 ft. NAVD88), and 1V:4H slopes. Next, a dune with an estimated volume of 115 cy is recommended in front of the existing access. This dune would not seal the access but would serve to deflect wave energy away from the opening. This would protect the street entrance from direct wave impacts while still allowing a corridor for emergency vehicles to access the berm. Finally, an emergency stockpile (approximately 50 cy of volume) of material would be placed behind the new dune in front of the access. The local sponsor can use this emergency stockpile in extreme water elevation situations to close the gap in the dunes by pushing the sand from the stockpile into the access in order to form a continuous dune.

At “A” Street, the proposed design changes include raising the ground elevation from approximately 9 ft. NAVD88 to 12 ft. NAVD88 and modifying the dunes on either side of the access to narrow the gap as shown in **Appendix C**.

Table 10 provides a summary of the recommended design changes. For more information, including descriptions and locations of the proposed vehicle and pedestrian access modifications, see **Appendix C**.

Table 8. St. Johns County Summary of Recommended Design Changes.

Design Change	Summary of Recommendation
Dune Construction with Vegetation	Dune incorporation is recommended along the entire length of the project. Dunes could be constructed as part of the project in the event that the existing dune becomes eroded in the future. The volume of sand to be placed in the dune template, should it erode, would be treated as part of the project’s advanced fill volume.
Vehicle Access Modifications	Modifications for vehicle access points that include raising elevations, a vehicle mat, an emergency stockpile, and filling in dune gaps are recommended.
Pedestrian Access Modifications with Sand Fencing	Placing sand fencing along the side of each walk-through is recommended to trap material in the access and help it maintain a higher elevation. Approximately 60 feet of wooden sand fence would be needed at each access point to be modified.

2.4.4 Brevard County North Reach Segment and South Reach Segment Preferred Alternatives.

The design changes recommended to increase resilience for the Brevard County SPP North and South Reaches include, dune construction with vegetation and vehicle access modifications. The Preferred Alternative would incorporate dunes into the Federal project with a crest elevation of 13 ft. NAVD88. In contrast, the design template berm elevation in the Brevard County SPP's authorizing reports, referenced in **Table 2**, is +7.4 ft. NAVD88. The proposed dune template is consistent with the natural characteristics of existing dunes in the project area.

To the south of the Cocoa Beach Pier, proposed dune construction includes adding sand to the area with existing sand fencing to raise the elevation to 13 ft. NAVD88, and adding a dune that starts from the pier and continues past the existing sand fencing area. This will cause the access to be offset and prevent direct wave action from directly penetrating through the access. This proposed dune will have an elevation of 13 ft. NAVD88, a crest width of 20 ft., and 1V:3H slope.

At Washington Avenue, the proposed design changes include adding a vegetated dune with a crest elevation of 9-10 ft. NVD88 in front of the vehicle access. Similarly, at Minutemen Causeway, a secondary, vegetated dune is proposed with a crest elevation of 11 ft. NAVD88 in front of the vehicle access. These proposed secondary dunes will have a lateral extent beyond the dimensions of the vehicle entrances, while not impacting vehicle traffic

Table 11 provides a summary of the recommended design changes. For more information, including descriptions and locations of the proposed vehicle and pedestrian access modifications, see Appendix C.

Table 9. Brevard County North Reach Segment and South Reach Segment Summary of Recommended Design Changes.

Design Change	Summary of Recommendation
Dune Construction with Vegetation	Dune incorporation is recommended along the entire length of the North Reach and South Reach. Dunes could be constructed as part of the project in the event that the existing dune becomes eroded in the future. The volume of sand to be placed in the dune template, should it erode, would be treated as part of the project's advanced fill volume.
Vehicle Access Modifications	Modifications for vehicle access points that include raising elevations, secondary dune additions, and access reorientation are recommended.

Table 10. Summary of Direct and Indirect Impacts.

Refer to Table 3 through Table 7 for county-specific preferred alternatives.

Alternative Environmental Factor	No Action* (Status Quo)	Alternative 1: Dune Construction with Vegetation	Alternative 2: Vegetation Only	Alternative 3: Sand Fencing	Alternative 4: Pedestrian Access Modifications	Alternative 5: Vehicle Access Modifications	Alternative 6: Outfall Pipe Modification
GENERAL ENVIRONMENTAL SETTING	Shoreline would continue to erode at its present rate.	Minor short-term effects during construction activities relative to the alternative may temporarily affect the environmental setting.	Minor short-term effects during construction activities relative to the alternative may temporarily affect the environmental setting.	Minor short-term effects during construction activities relative to the alternative may temporarily affect the environmental setting.	Minor short-term effects during construction activities relative to the alternative may temporarily affect the environmental setting.	Minor short-term effects during construction activities relative to the alternative may temporarily affect the environmental setting.	Minor short-term effects during construction activities relative to the alternative may temporarily affect the environmental setting.
VEGETATION	Existing dune vegetation would be impacted by continued beach and dune erosion.	Vegetation would be planted after placement of the dune material, as needed. Planted vegetation would expand either by rhizome or seed and would result in a fully vegetated dune system. A limited amount of natural recruitment is expected.	Vegetation only would be planted as needed on dunes. Planted vegetation would expand either by rhizome or seed and would result in a fully vegetated dune system. A limited amount of natural recruitment is expected.	There will be no impact to vegetation during construction activities relative to the sand fencing alternative.	There will be no impact to vegetation during construction activities relative to the pedestrian access modifications alternative.	There will be no impact to vegetation during construction activities relative to the vehicle access modifications alternative.	There will be no impact to vegetation during construction activities relative to the sand fencing alternative.
PROTECTED SPECIES: NESTING SEA TURTLES	There would be less habitat for nesting sea turtles if the proposed dune system were not constructed or modified.	Construction activities related to this alternative may affect nesting sea turtles. Work would be performed in compliance with the terms and conditions of the applicable biological opinion, e.g. Statewide Programmatic Biological Opinion (2015) and FDEP Joint Coastal permit requirements including sand quality.	Vegetation planting activities related to this alternative may affect nesting sea turtles. Work would be performed in compliance with the terms and conditions of the applicable biological opinion, e.g. Statewide Programmatic Biological Opinion (2015) and FDEP Joint Coastal permit requirements including sand quality.	Sand Fencing activities related to this alternative may affect nesting sea turtles. Work would be performed in compliance with the terms and conditions of the applicable biological opinion, e.g. Statewide Programmatic Biological Opinion (2015) and FDEP Joint Coastal permit requirements including sand quality.	Pedestrian access modification activities related to this alternative may affect nesting sea turtles. Work would be performed in compliance with the terms and conditions of the applicable biological opinion, e.g. Statewide Programmatic Biological Opinion (2015) and FDEP Joint Coastal permit requirements including sand quality.	Vehicle access modification activities related to this alternative may affect nesting sea turtles. Work would be performed in compliance with the terms and conditions of the applicable biological opinion, e.g. Statewide Programmatic Biological Opinion (2015) and FDEP Joint Coastal permit requirements including sand quality.	Outfall pipe modification activities related to this alternative may affect nesting sea turtles. Work would be performed in compliance with the terms and conditions of the applicable biological opinion, e.g. Statewide Programmatic Biological Opinion (2015) and FDEP Joint Coastal permit requirements including sand quality.

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PIPING PLOVER	There would be less habitat for piping plovers if the proposed dune system were not constructed or modified.	Construction activities related to this alternative may affect, but are not likely to adversely affect the plover. Work would be performed in compliance with the terms and conditions of the applicable biological, e.g. the Programmatic Piping Plover Biological Opinion (2013) and FDEP Joint Coastal permit requirements.	There would be minimal impact to piping plover planting vegetation in already constructed dunes. Work would be performed in compliance with the terms and conditions of the applicable biological, e.g. the Programmatic Piping Plover Biological Opinion (2013) and FDEP Joint Coastal permit requirements.	Impacts to piping plover will be minimal as a result of the installation of sand fencing to help support sand dune growth by trapping and collecting wind-driven sand. Work would be performed in compliance with the terms and conditions of the applicable biological, e.g. the Programmatic Piping Plover Biological Opinion (2013) and FDEP Joint Coastal permit requirements.	Pedestrian access modification activities related to this alternative may affect, but are not likely to adversely affect the plover. Work would be performed in compliance with the terms and conditions of the applicable biological, e.g. the Programmatic Piping Plover Biological Opinion (2013) and FDEP Joint Coastal permit requirements.	Impacts to piping plover as a result of vehicle access modifications will be minimal. Usage of these vehicle access points will be limited to those agencies that need access to the beach area (i.e. public works). Work would be performed in compliance with the terms and conditions of the applicable biological, e.g. the Programmatic Piping Plover Biological Opinion (2013) and FDEP Joint Coastal permit requirements.	Impacts to piping plover as a result of storm water outfall pipe modifications would include a minor increase in beach habitat and would reduce erosion. Work would be performed in compliance with the terms and conditions of the applicable biological, e.g. the Programmatic Piping Plover Biological Opinion (2013) and FDEP Joint Coastal permit requirements.
RED KNOT	There would be less habitat for red knots if the proposed dune system were not constructed or modified.	Construction activities related to this alternative may affect, but are not likely to adversely affect the red knot. Use of offshore sand or an upland sand source would result in similar effects, i.e. potential temporary disturbance and alteration of the beach face (foraging habitat). Work would be performed in compliance with the terms and conditions of the applicable biological, e.g. the Programmatic Piping Plover Biological Opinion (2013) and FDEP Joint Coastal permit requirements.	There would be minimal impact to piping plover planting vegetation in already constructed dunes. Work would be performed in compliance with the terms and conditions of the applicable biological, e.g. the Programmatic Piping Plover Biological Opinion (2013) and FDEP Joint Coastal permit requirements.	Impacts to red knot will be minimal as a result of the installation of sand fencing to help support sand dune growth by trapping and collecting wind-driven sand. Work would be performed in compliance with the terms and conditions of the applicable biological, e.g. the Programmatic Piping Plover Biological Opinion (2013) and FDEP Joint Coastal permit requirements.	Pedestrian access modification activities related to this alternative may affect, but are not likely to adversely affect the red knot. Work would be performed in compliance with the terms and conditions of the applicable biological, e.g. the Programmatic Piping Plover Biological Opinion (2013) and FDEP Joint Coastal permit requirements.	Impacts to piping plover as a result of vehicle access modifications will be minimal. Usage of these vehicle access points will be limited to those agencies that need access to the beach area (i.e. public works). Work would be performed in compliance with the terms and conditions of the applicable biological, e.g. the Programmatic Piping Plover Biological Opinion (2013) and FDEP Joint Coastal permit requirements.	Impacts to piping plover as a result of storm water outfall pipe modifications would include a minor increase in beach habitat and would reduce erosion. Work would be performed in compliance with the terms and conditions of the applicable biological, e.g. the Programmatic Piping Plover Biological Opinion (2013) and FDEP Joint Coastal permit requirements.

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ANASTASIA BEACH MOUSE	There would be less habitat for the beach mouse if the proposed dune system were not constructed or modified.	Construction activities related to this alternative may affect, but are not likely to adversely affect the Anastasia Beach Mouse found in St. Johns County. There is no effect to the beach mouse from action alternatives proposed in other Counties. Dune construction in St. Johns County would only occur in areas where dunes do not currently exist or if existing dunes were significantly damaged or altered. Work would be performed in compliance with the terms and conditions of the applicable biological opinion, e.g. Statewide Programmatic Biological Opinion (2015) and FDEP Joint Coastal permit requirements including sand quality.	Vegetation planting activities related to this alternative may affect, but are not likely to adversely affect the Anastasia Beach Mouse found in St. Johns County. There is no effect to the beach mouse from action alternatives proposed in other Counties. Vegetation of the dunes in St. Johns County would only occur in areas where dunes do not currently exist or if existing dunes were significantly damaged or altered. Work would be performed in compliance with the terms and conditions of the applicable biological opinion, e.g. Statewide Programmatic Biological Opinion (2015) and FDEP Joint Coastal permit requirements including sand quality.	Sand fencing activities related to this alternative may affect, but are not likely to adversely affect the Anastasia Beach Mouse found in St. Johns County. There is no effect to the beach mouse from action alternatives proposed in other Counties. Work would be performed in compliance with the terms and conditions of the applicable biological opinion, e.g. Statewide Programmatic Biological Opinion (2015) and FDEP Joint Coastal permit requirements including sand quality.	Pedestrian access modification activities related to this alternative may affect, but are not likely to adversely affect the Anastasia Beach Mouse found in St. Johns County. There is no effect to the beach mouse from action alternatives proposed in other Counties. Work would be performed in compliance with the terms and conditions of the applicable biological opinion, e.g. Statewide Programmatic Biological Opinion (2015) and FDEP Joint Coastal permit requirements including sand quality.	Vehicle access modification activities related to this alternative may affect, but are not likely to adversely affect the Anastasia Beach Mouse found in St. Johns County. There is no effect to the beach mouse from action alternatives proposed in other Counties. Work would be performed in compliance with the terms and conditions of the applicable biological opinion, e.g. Statewide Programmatic Biological Opinion (2015) and FDEP Joint Coastal permit requirements including sand quality.	Outfall pipe modification activities related to this alternative may affect, but are not likely to adversely affect the Anastasia Beach Mouse found in St. Johns County. There is no effect to the beach mouse from action alternatives proposed in other Counties. Work would be performed in compliance with the terms and conditions of the applicable biological opinion, e.g. Statewide Programmatic Biological Opinion (2015) and FDEP Joint Coastal permit requirements including sand quality.
GOPHER TORTOISE	There would be less habitat for gopher tortoises if the proposed dune system were not constructed or modified.	No effect. Gopher tortoises shall be avoided within the dune habitat.	No effect. Gopher tortoises shall be avoided within the dune habitat.	No effect. Gopher tortoises shall be avoided within the dune habitat.	No effect. Gopher tortoises shall be avoided within the dune habitat.	No effect. Gopher tortoises shall be avoided within the dune habitat.	No effect. Gopher tortoises shall be avoided within the dune habitat.

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MIGRATORY BIRDS	There would be less habitat for migratory birds if the proposed dune system were not constructed or modified.	Minor short-term effect. Standard migratory bird protection protocols will be incorporated into the project plans and specifications. The contractor will be required to abide by those protocols and all monitoring timeframes as specified by all applicable licenses and permits.	Minor short-term effect. Standard migratory bird protection protocols will be incorporated into the project plans and specifications. The contractor will be required to abide by those protocols and all monitoring timeframes as specified by all applicable licenses and permits.	Minor short-term effect. Standard migratory bird protection protocols will be incorporated into the project plans and specifications. The contractor will be required to abide by those protocols and all monitoring timeframes as specified by all applicable licenses and permits.	Minor short-term effect. Standard migratory bird protection protocols will be incorporated into the project plans and specifications. The contractor will be required to abide by those protocols and all monitoring timeframes as specified by all applicable licenses and permits.	Minor short-term effect. Standard migratory bird protection protocols will be incorporated into the project plans and specifications. The contractor will be required to abide by those protocols and all monitoring timeframes as specified by all applicable licenses and permits.	Minor short-term effect. Standard migratory bird protection protocols will be incorporated into the project plans and specifications. The contractor will be required to abide by those protocols and all monitoring timeframes as specified by all applicable licenses and permits.
OTHER WILDLIFE RESOURCES	There would be less habitat for other wildlife resources if the proposed dune system were not constructed or modified.	Minor and short-term effect to other wildlife resources such as macro invertebrates.	Minor and short-term effect to other wildlife resources such as macro invertebrates.	Minor and short-term effect to other wildlife resources such as macro invertebrates.	Minor and short-term effect to other wildlife resources such as macro invertebrates.	Minor and short-term effect to other wildlife resources such as macro invertebrates.	Minor and short-term effect to other wildlife resources such as macro invertebrates.
CULTURAL, HISTORIC, AND ARCHAEOLOGICAL RESOURCES	There would be no effect to cultural, historic, and archaeological resources if the proposed dune system were not constructed.	The dunes afford protection to coastal cultural, historic, and archaeological resources. Sand sources will require survey to ensure no impacts to historic properties.	The accretion and stabilization of dunes through vegetation will protect coastal cultural, historic, and archaeological resources.	The accretion and stabilization of dunes using sand fencing afford protection to coastal cultural, historic, and archaeological resources.	The modification of pedestrian access locations will afford protection to coastal cultural, historic, and archaeological resources by reducing erosion	The stabilization of the dunes through modifying the vehicle access points will afford protection to coastal cultural, historic, and archaeological resources by limiting erosion.	The modification of pipe outfalls will potentially lead to less erosion of the coast, protecting to coastal cultural, historic, and archaeological resources.
WATER QUALITY	There would be no effect to water quality if the proposed dune system were not constructed.	Activities related to this alternative would be required to meet State (acceptance) criteria. All work would be consulted with FDEP and be in compliance with any applicable permits.	Activities related to this alternative would be required to meet State (acceptance) criteria. All work would be consulted with FDEP and be in compliance with any applicable permits.	Activities related to this alternative would be required to meet State (acceptance) criteria. All work would be consulted with FDEP and be in compliance with any applicable permits.	Activities related to this alternative would be required to meet State (acceptance) criteria. All work would be consulted with FDEP and be in compliance with any applicable permits.	Activities related to this alternative would be required to meet State (acceptance) criteria. All work would be consulted with FDEP and be in compliance with any applicable permits.	Activities related to this alternative would be required to meet State (acceptance) criteria. All work would be consulted with FDEP and be in compliance with any applicable permits.

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Alternative Environmental Factor	No Action* (Status Quo)	Alternative 1: Dune Construction with Vegetation	Alternative 2: Vegetation Only	Alternative 3: Sand Fencing	Alternative 4: Pedestrian Access Modifications	Alternative 5: Vehicle Access Modifications	Alternative 6: Outfall Pipe Modification
AESTHETICS	Aesthetic impacts associated with unabated beach and dune erosion and attendant damage to existing shorefront structures.	Offshore sand and upland sand used relative to this alternative would maintain existing beach aesthetics by preserving or improving sand dune and beach conditions.	This alternative would maintain existing beach aesthetics by preserving or improving sand dune and beach conditions.	This alternative would maintain existing beach aesthetics by preserving or improving sand dune and beach conditions.	This alternative would maintain existing beach aesthetics by preserving or improving sand dune and beach conditions.	This alternative would maintain existing beach aesthetics by preserving or improving sand dune and beach conditions.	This alternative would maintain existing beach aesthetics by preserving or improving sand dune and beach conditions.
RECREATION	There would be a minor effect to recreation resources if the proposed dune system were not constructed.	Temporary minor short-term effects/disruption and/or localized suspension of recreation during construction activities.	Temporary minor short-term effects/disruption and/or localized suspension of recreation during construction activities.	Temporary minor short-term effects/disruption and/or localized suspension of recreation during construction activities.	Temporary minor short-term effects/disruption and/or localized suspension of recreation during construction activities.	Temporary minor short-term effects/disruption and/or localized suspension of recreation during construction activities relating to this alternative.	Temporary minor/short-term effects/disruption and/or localized suspension of recreation during construction activities.
HAZARDOUS, TOXIC, AND RADIOACTIVE WASTE (HTRW)	There would be no effects associated with HTRW if the proposed dune system were not constructed.	No effect.	No effect.	No effect.	No effect.	No effect.	No effect.
AIR QUALITY	There would be no effects to air quality if the proposed dune system were not constructed.	Short-term impact to air quality from emissions by construction equipment associated with activities.	Short-term impact to air quality from emissions by construction equipment associated with activities.	Short-term impact to air quality from emissions by construction equipment associated with activities.	Short-term impact to air quality from emissions by construction equipment associated with activities.	Short-term impact to air quality from emissions by construction equipment associated with activities.	Short-term impact to air quality from emissions by construction equipment associated with activities.
NOISE	There would be no effects associated with noise if the proposed dune system were not constructed.	Construction generated noise would temporarily raise the noise level during the construction activities.	Construction generated noise would temporarily raise the noise level during the construction activities.	Construction generated noise would temporarily raise the noise level during the construction activities.	Construction generated noise would temporarily raise the noise level during the construction activities.	Construction generated noise would temporarily raise the noise level during the construction activities.	Construction generated noise would temporarily raise the noise level during the construction activities.
ENERGY REQUIREMENTS AND CONSERVATION	Energy requirements associated with clean-up after storm events would continue to increase concurrent with realized damages.	Expenditure of energy resources (fuel) would be required for construction activities.	Expenditure of energy resources (fuel) would be required for construction activities.	Expenditure of energy resources (fuel) would be required for construction activities.	Expenditure of energy resources (fuel) would be required for construction activities.	Expenditure of energy resources (fuel) would be required for construction activities.	Expenditure of energy resources (fuel) would be required for construction activities.

DRAFT: DUNES AND OTHER RESILIENCY DESIGN REFINEMENTS
SHORE PROTECTION PROJECTS
NASSAU, DUVAL, ST. JOHNS, AND BREVARD COUNTIES, FLORIDA

Alternative Environmental Factor	No Action* (Status Quo)	Alternative 1: Dune Construction with Vegetation	Alternative 2: Vegetation Only	Alternative 3: Sand Fencing	Alternative 4: Pedestrian Access Modifications	Alternative 5: Vehicle Access Modifications	Alternative 6: Outfall Pipe Modification
NATURAL OR DEPLETABLE RESOURCES	Natural or depletable resources would not be affected if the proposed dune system were not constructed.	Offshore and upland sand are the only natural and depletable resource associated with this alternative.	This alternative will not negatively impact natural or depletable resources.	This alternative will not negatively impact natural or depletable resources.	This alternative will not negatively impact natural or depletable resources.	This alternative will not negatively impact natural or depletable resources.	This alternative will not negatively impact natural or depletable resources.
NATIVE AMERICANS	Native Americans would not be affected if the proposed dune system were not constructed.	There are no lands belonging to Native Americans in the project area.	There are no lands belonging to Native Americans in the project area.	There are no lands belonging to Native Americans in the project area.	There are no lands belonging to Native Americans in the project area.	There are no lands belonging to Native Americans in the project area.	There are no lands belonging to Native Americans in the project area.
REUSE AND CONSERVATION POTENTIAL	Reuse and conservation potential would not be affected if the proposed dune system were not constructed	There is no potential for reuse or conservation with this alternative.	There is no potential for reuse or conservation with this alternative.	There is no potential for reuse or conservation with this alternative.	There is no potential for reuse or conservation with this alternative.	There is no potential for reuse or conservation with this alternative.	There is no potential for reuse or conservation with this alternative.

*Additional information can be found within the current environmental documents using the following link:

<https://www.saj.usace.army.mil/About/Divisions-Offices/Planning/Environmental-Branch/Environmental-Documents/>

3 AFFECTED ENVIRONMENT.

The Affected Environment section succinctly describes the existing environmental resources of the areas that would be affected if any of the alternatives were implemented. This section describes only those environmental resources that are relevant to the decision to be made. It does not describe the entire existing environment, but only those environmental resources that would be affected by the alternatives if they were implemented. This section, in conjunction with the description of the "no-action" alternative forms the base line conditions for determining the environmental impacts of the proposed action and reasonable alternatives.

3.1 General Physical Features.

This subsection contains a current description of each of the five projects and their current respective dune features, if any.

3.1.1 Nassau County Shore Protection Project, Nassau County, Florida.

The design template berm elevation is +13.0 feet mean low water and would result in a pre-project mean high water extension of 40 feet. The design reflect the natural existing conditions of 1Vertical (V) on 15Horizontal (H) feet to mean low water and thence 1V on 25H to existing ground. The volume of advanced nourishment is approximately 1,472,000 cubic yards (cy) every five years, based on an annual erosion rate of 294,400 cy/year (yr.) The project area is comprised of the 3.6 miles of Nassau County shoreline located between Florida Department of Environmental Protection (FDEP) monuments R-13 through R-33; starting approximately 0.7 miles south of the south jetty for St. Mary's Entrance Channel and proceeding 3.6 miles to the south, terminating near Sadler Road, as shown in **Figure 2**.

Dunes were investigated as an alternative during the plan formulation phase of the project documented in the 1985 Beach Erosion Control Study, which supported the 1986 Chief's Report. This report notes that, "Hurricane surge protection in the form of a sand dune was eliminated from consideration as the populated areas are of sufficient elevation to withstand such a surge. Low-lying areas most vulnerable to flooding are located inland where the primary threat is from the Amelia River and such areas would be afforded no protection by a dune." Dunes were not recommended by the 1986 Chief's Report, and the 1999 GRR and 2006 GRRs did not investigate adding dunes to the project.

Initial construction of the SPP took place in 2008, placing approximately 1.9 million cy from the South Channel Borrow area, immediately south of the St. Mary's Entrance Channel, located approximately 2 miles from the center of the project area. Material from the Kings Bay Entrance Channel (KBEC) navigation project has been placed in the

northern portion of the project area in 2011 and then every year from 2013-2017. The first periodic nourishment was recently completed in 2019 with material from the KBEC being place in the southern part of the project area. This latest event was a joint effort using FCCE, SPP, and NAV funding.

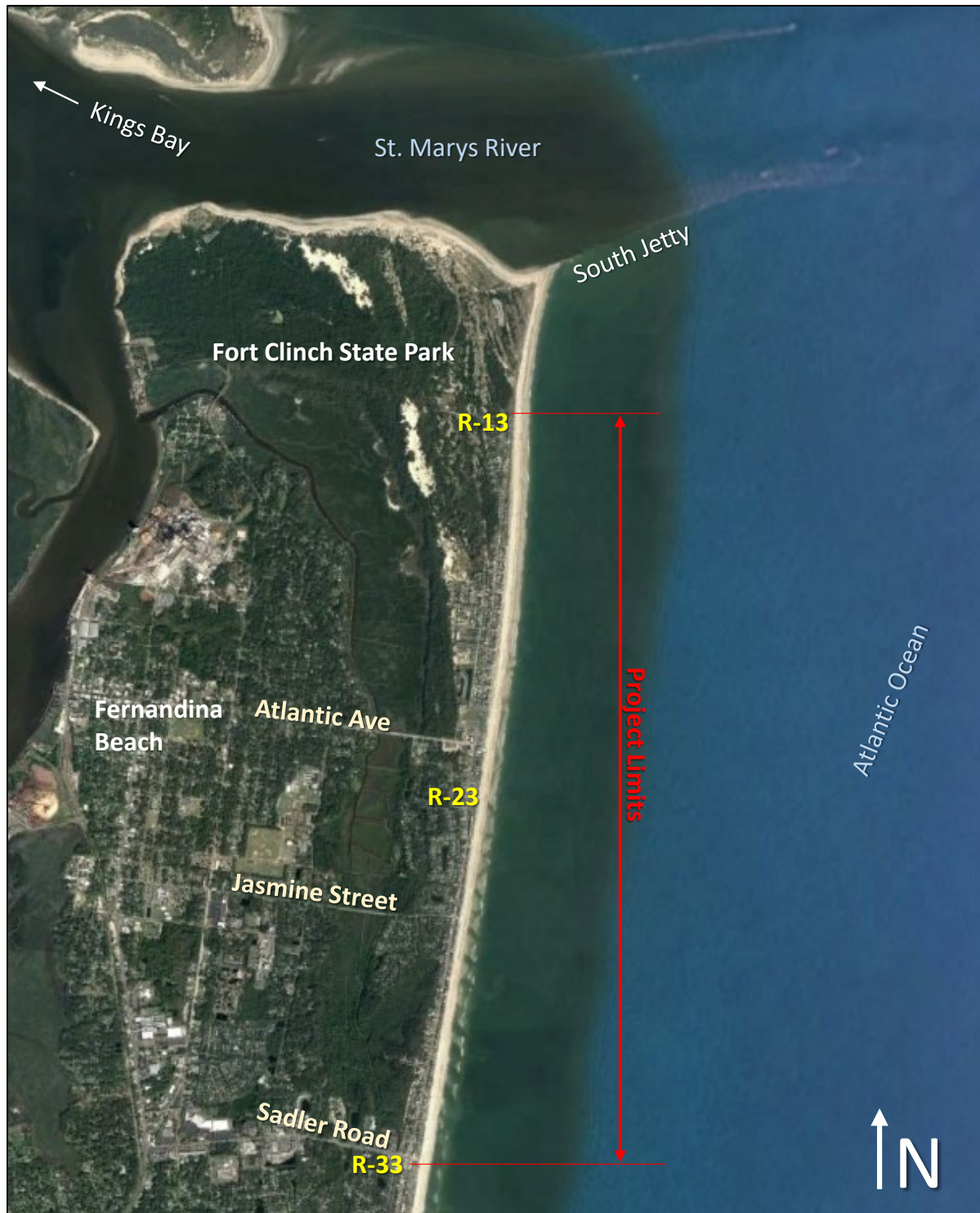


Figure 2. Location Map for Nassau County SPP.

3.1.2 Duval County Shore Protection Project, Duval County, Florida.

This project was designed to provide protection against beach erosion control, hurricane protection, and related purposes along the length of the project and to maximize primary NED net benefits. The authorized design consists of a 60-foot wide berm at elevation +11 feet in reference to Mean Low Water (MLW), with front slopes of 1V on 20H from elevation +11 ft. to Mean High Water (MHW), then 1V on 30H from MHW to MLW, then 1V on 45H from MLW to existing bottom. The construction template includes additional fill material for advanced maintenance. The volume of advanced nourishment is approximately 748,000 cubic yards (cy) every four years, based on an annual erosion rate of 187,000cy. The project limits extend from the south jetty of the St. Johns River to the north to the Duval County-St. Johns County line, shown in **Figure 3**.

Dunes were considered in the original formulation of the project documented in the 1964 Beach Erosion Control Study. At that time the main problem being observed in the project area was beach erosion impacting the recreational beach and damaging infrastructure and property. Dunes at that time were only thought of as a measure to protect against flooding so they were determined not to be warranted and were not recommended.

Initial construction was completed in two contracts between 1977 and 1979. The first phase of initial construction placed approximately 1.3 million cy. The second phase of initial construction placed approximately 1.22 million cy. Six periodic nourishments have been completed since the initial construction. The 7th periodic nourishment is currently underway and was completed in February 2019.

Sand fencing and dune vegetation for the formation of a beach dune were justified as a project feature for renourishments by the 1984 GDM Addendum I. These features of the Federal project were implemented by the non-Federal sponsor during the 1986 renourishment. These features were successful in controlling losses due to windblown sand. Previously, large volumes of fine-grained sand were blown into upland area, covering oceanfront yards, pool decks, roads, etc. Over time, through natural accretion of sand trapped by the vegetation and fencing, dunes formed above the 11 foot MLW Federal berm.

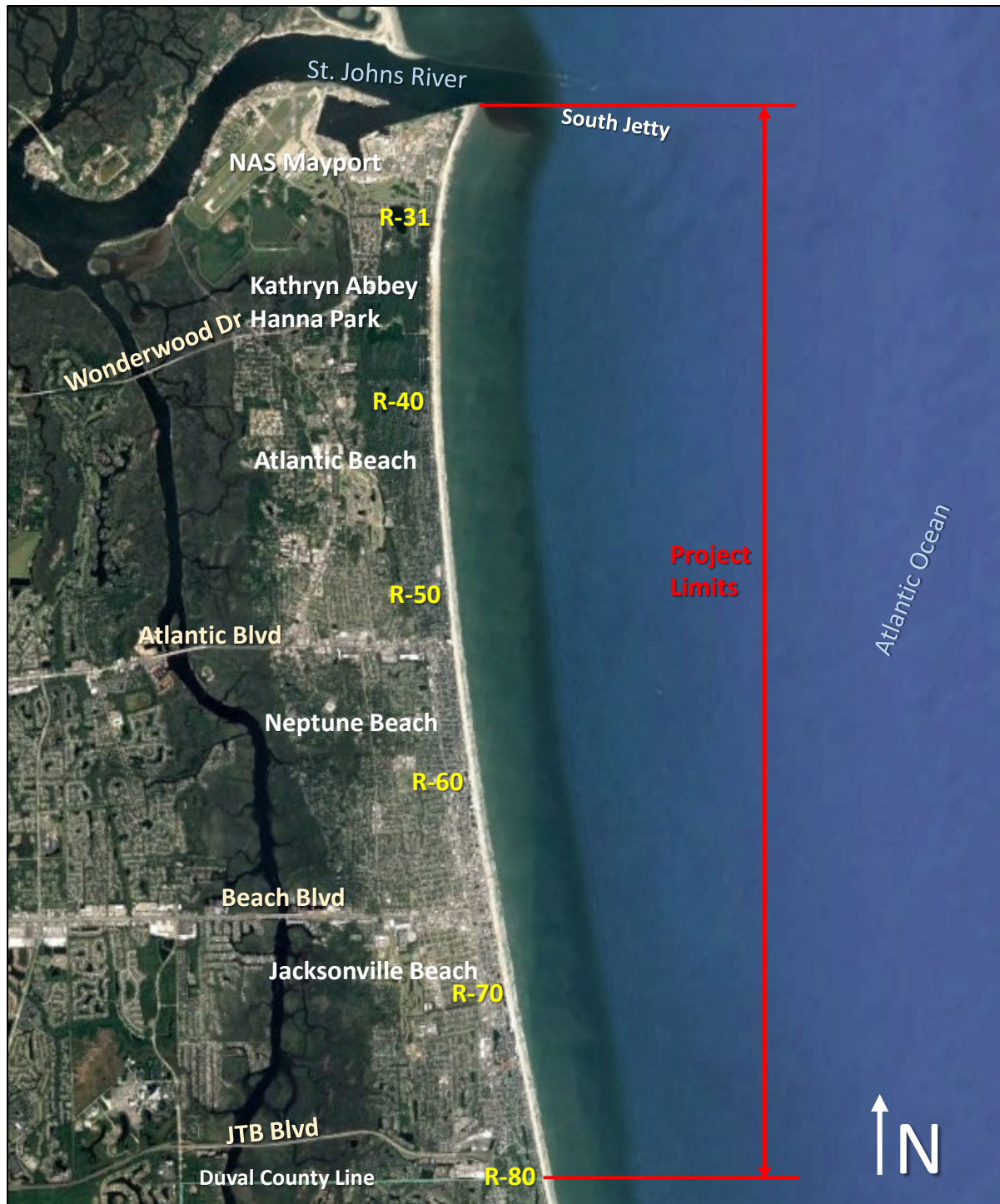


Figure 3. Location Map for Duval County SPP.

3.1.3 St. Johns County Shore Protection Project, St. Johns County, Florida.

The project was designed to provide beach erosion control against storm-induced damages. Erosion and long-term shoreline recession have rendered upland development in St. Johns County increasingly vulnerable to damage from storms, which has been exacerbated by the St. Augustine Inlet Federal navigation project. The authorized project consists of 2.5 miles of shoreline restoration, consisting of a 60-foot wide berm at 12 feet elevation above mean low water, and provides for initial construction and periodic renourishment. Tapers of 600 feet to the north and south are included in the design. The construction template includes additional fill material for advanced maintenance. The volume of advanced nourishment is approximately 1,625,000 cy every five years, based on an annual erosion rate of 325,000 cy/yr. The project limits, shown in **Figure 4**, start approximately 2.7 miles south of the St. Augustine Inlet and extend south approximately 2.5 miles.

Dunes were investigated as an alternative during the initial formulation of the project documented in the 1979 BEC study referenced by the 1980 Chiefs report. This report lists "Hurricane surge protection - sand dune" and "Stabilization of beaches and dunes by vegetation" as possible measures considered. These dune measures were screened out with little explanation other than noting that, "Stabilization of the beaches and adjacent dunes with vegetation is, for the most part, not applicable in the present situation. Dunes will not be constructed and beach grassing would be unsightly, unnecessary, and deprive the area of a recreational beach."

Initial construction was completed in 2003 placing approximately 3.8 million cy. At this same time an additional 400,000 cy were placed just to the north of the project in Anastasia State Park at the request of FDEP. Three periodic nourishments have been completed since the initial construction.



Figure 4. Location Map for St. Johns County SPP.

3.1.4 Brevard County North Reach Shore Protection Project, Brevard County, Florida.

The North Reach project limits is comprised of 9.4 miles of shoreline extending from R-1 adjacent the Canaveral harbor south jetty to the northern limit of Patrick Air Force Base at R-53 (**Figure 5**). The authorized design as per the 1996 Chief of Engineers Report provides for a 0-foot berm extension referenced to the pre-project mean high water (MHW) shoreline. The design berm is to be established at an elevation of +10.0 feet above MLW. The design berm is to tie into the pre-project +10.0 foot contour. The project design section is to transition from the location of MHW at a slope of 1/5 out to MLW, thence a slope of 1/50 to the existing bottom. The construction template includes additional fill material for advanced maintenance. The volume of advanced nourishment is approximately 516,000 cy every six years.

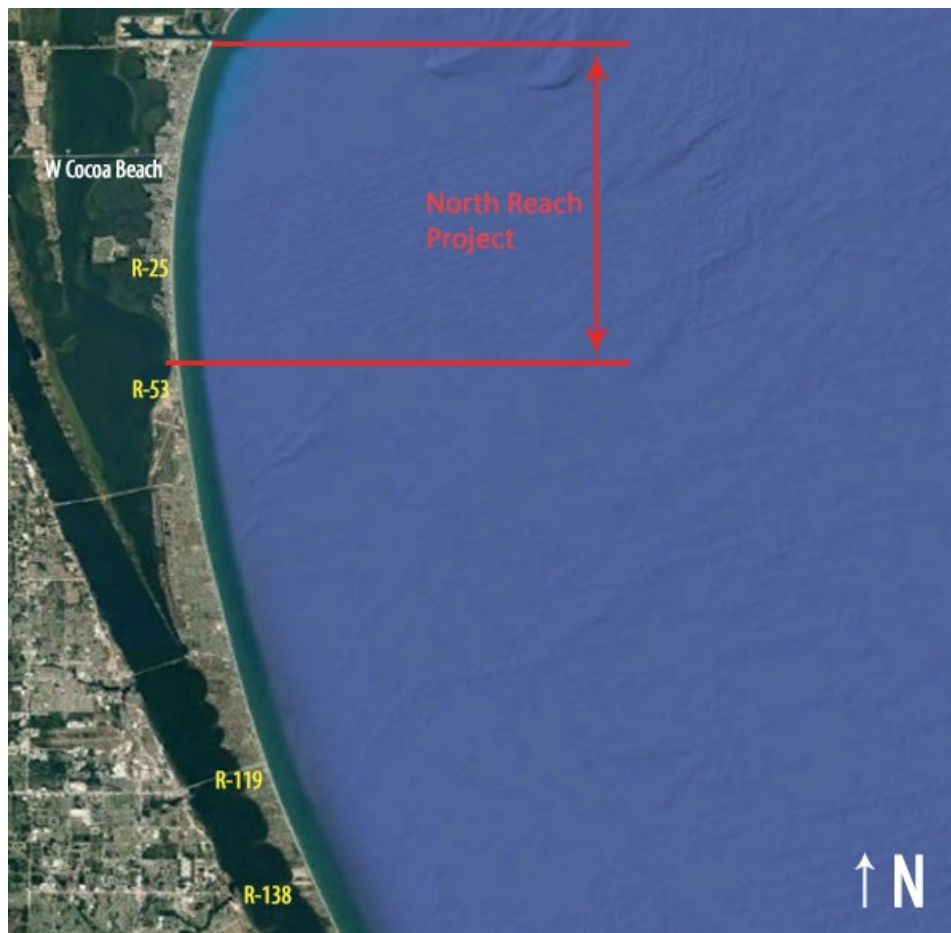


Figure 5. Location Map for Brevard County, North Reach, SPP.

3.1.5 Brevard County South Reach Shore Protection Project, Brevard County, Florida.

The South Reach extends 3.4 miles from R-119 along the coast of Indialantic to Melbourne Beach at R-138 (**Figure 6**). This project was designed to provide protection against erosion along the length of the project and to maximize primary NED net benefits. The authorized design as per the 1996 Chief of Engineers Report provides for a 0-foot berm extension referenced to the pre-project mean high water (MHW) shoreline. The design berm is to be established at an elevation of +10.0 feet above MLW. The design berm is to tie into the pre-project +10.0 foot contour. The project design section is to transition from the location of MHW at a slope of 1/5 out to MLW, thence a slope of 1/50 to the existing bottom. The construction template includes additional fill material for advanced maintenance. The volume of advanced nourishment is approximately 601,000 cy every six years.

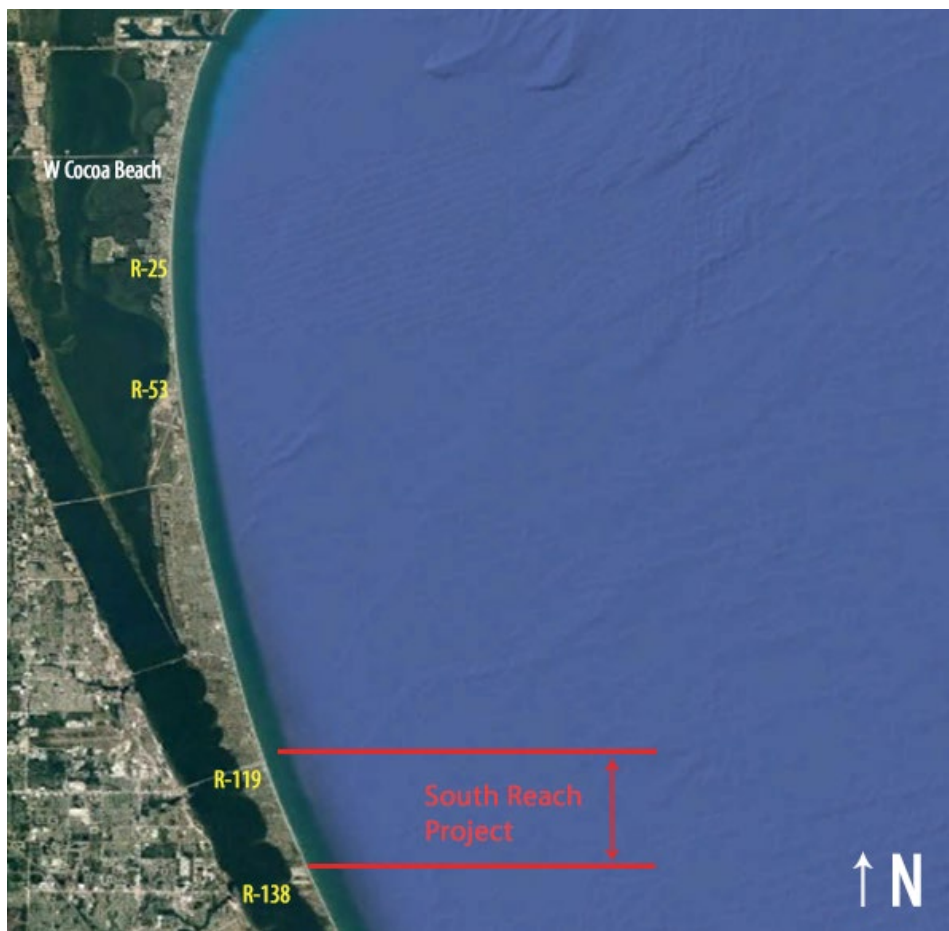


Figure 6. Location Map for Brevard County, South Reach, SPP.

3.2 Dune Vegetation.

Where dunes exist, they are generally narrow and characterized as coastal strand. The coastal strand is typically vegetated with sea oats (*Uniola paniculata*), dune grass (*Ammophila breviligulata*), sea grape (*Coccoloba uvifera*), sea rocket (*Cakile edentula*), cacti (*Opuntia compressa*), croton (*Croton punctatus*), pennywort (*Hydrocotyle bonariensis*), beach elder (*Iva imbricate*), sea purslane (*Susuvium portulacastrum*), wild bean (*Strophostyles helvola*), and morning glory (*Ipomea purpurescens*) (**Figure 7** and **Figure 8**). Additional information on dune vegetation have been described in prior NEPA documents for each of the SPPs in Nassau, Duval, St. Johns, and Brevard counties and are incorporated herein by reference.



Figure 7. Dune Vegetation.



Figure 8. Dune Vegetation.

3.3 Native Beach Sediment Composition.

Native beach sediment compositions have been described in prior NEPA documents for each of the SPPs in Nassau, Duval, St. Johns, and Brevard counties and are incorporated herein by reference (**Table 1**).

3.4 Threatened and Endangered Species.

3.4.1 Nesting Sea Turtles.

The loggerhead, green, leatherback and Kemp's ridley sea turtles are known to nest along the East Coast of Florida (**Table 13**). They are also known to occur in coastal waters off the East Coast of Florida. Sea turtle nesting data have been described in prior NEPA documents for each of the SPPs in Nassau, Duval, St. Johns, and Brevard counties and are incorporated herein by reference (**Table 1**). These species may nest immediately adjacent to dunes or within dune systems.

Table 11. Sea turtle species that may nest along the east coast of Florida’s Nassau, Duval, St. Johns, and Brevard counties.

Species are listed in order of relative abundance.

Common and Scientific Names	Status ^a	Life Stages Present	Abundance within the Project Area
Loggerhead sea turtle (<i>Caretta caretta</i>)	T	Adults, subadults, juveniles, and hatchlings	Abundant
Green sea turtle (<i>Chelonia mydas</i>)	T	Adults, subadults, juveniles, and hatchlings	Common
Leatherback sea turtle (<i>Dermochelys coriacea</i>)	E	Adults, subadults, juveniles, hatchlings	Rare
Kemp’s ridley sea turtle (<i>Lepidochelys kempii</i>)	E	Adults, subadults, juveniles, and hatchlings	Rare

^a Status: E = endangered, T = threatened under the Endangered Species Act of 1973.

3.4.2 Piping plover.

Classified federally as Threatened, the piping plover (*Charadrius melodus*) is a small shorebird that may occasionally occur along the East Coast of Florida during spring and fall migrations, as well as winter months. Critical habitat has been designated for this species, but does not overlap with the project area.

3.4.3 Red Knot.

The red knot (*Caladris canutus rufa*) is a small shorebird that is federally threatened and may occasionally occur along the East Coast of Florida during spring and fall migrations, as well as winter months. Critical habitat has not been designated for this species.

3.4.4 Beach Mouse.

The Endangered Anastasia Island beach mouse may have ranged from Florida’s St. Johns River in Duval County, south to Anastasia Island in St. Johns County. The beach mouse currently occurs on Anastasia Island, primarily on the north (Anastasia State Park) and south (Fort Matanzas National Monument) ends of the island. In 1992, mice from these two populations were reintroduced into suitable historical habitat between Ponte Vedra Beach and South Ponte Vedra Beach in north St. Johns County at the

Guana Tolomato Matanzas National Estuarine Research Reserve (GTMNERR). The reintroduced population is surviving, although in low numbers. The Anastasia beach mouse may occur within this dune habitat (USFWS, 2015).

3.4.5 Gopher Tortoise.

The eastern population of the gopher tortoise (*Gopherus polyphemus*), including Florida, is a candidate species for possible future listing as federally threatened or endangered (USFWS, 2015e). It occurs throughout sandy and scrub habitats, including disturbed habitat. This species may occur within dune habitat.

3.5 Migratory Birds.

Migratory birds have been described in prior NEPA documents for each of the SPPs in Nassau, Duval, St. Johns, and Brevard counties and are incorporated herein by reference (**Table 1**). These species may nest immediately adjacent to dunes or within dune systems, or utilize this habitat for foraging or roosting.

3.6 Other Wildlife Resources.

Other Wildlife Resources have been described in prior NEPA documents for each of the SPPs in Nassau, Duval, St. Johns, and Brevard counties and are incorporated herein by reference (**Table 1**).

3.7 Cultural, Historic, and Archaeological resources.

Cultural, historic, and archaeological resources have been described in prior NEPA documents for each of the SPPs in Nassau, Duval, St. Johns, and Brevard counties and are incorporated herein by reference (**Table 1**).

3.8 Water Quality.

Water quality has been described in prior NEPA documents for each of the SPPs in Nassau, Duval, St. Johns, and Brevard counties and are incorporated herein by reference (**Table 1**).

3.9 Aesthetic Resources.

Aesthetic resources have been described in prior NEPA documents for each of the SPPs in Nassau, Duval, St. Johns, and Brevard counties and are incorporated herein by reference (**Table 1**).

3.10 Recreation Resources.

Recreation resources have been described in prior NEPA documents for each of the SPPs in Nassau, Duval, St. Johns, and Brevard counties and are incorporated herein by reference (**Table 1**).

3.11 Hazardous, Toxic, and Radioactive Waste.

There are no known sources of hazardous, toxic, or radioactive wastes (HTRW) within or adjacent to these projects: Nassau, Duval, St. Johns, and Brevard counties. HTRW concerns have been described in prior NEPA documents for each of the SPPs in Nassau, Duval, St. Johns, and Brevard counties and are incorporated herein by reference (**Table 1**).

3.12 Air Quality.

Air quality has been described in prior NEPA documents for each of the SPPs in Nassau, Duval, St. Johns, and Brevard counties, and are incorporated herein by reference (**Table 1**).

3.13 Noise.

Ambient noise levels has been described in prior NEPA documents for each of the SPPs in Nassau, Duval, St. Johns, and Brevard counties and are incorporated herein by reference (**Table 1**).

3.14 Energy Requirements and Conservation.

Energy requirements and conservation has been described in prior NEPA documents for each of the SPPs in Nassau, Duval, St. Johns, and Brevard counties and are incorporated herein by reference (**Table 1**).

3.15 Natural or Depletable Resources.

Natural or depletable resources have been described in prior NEPA documents for each of the SPPs in Nassau, Duval, St. Johns, and Brevard counties and are incorporated herein by reference (**Table 1**).

3.16 Native Americans.

There are no lands which belong to Native Americans within the Federal authorized project areas (**Table 1**).

3.17 Reuse and Conservation Potential.

Reuse and conservation potential has been described in prior NEPA documents for each of the SPPs in Nassau, Duval, St. Johns, and Brevard counties and are incorporated herein by reference (**Table 1**).

4 ENVIRONMENTAL EFFECTS.

This section is the scientific and analytic basis for the comparisons of the alternatives. See **Table 12** in **Section 2.0** for a summary of impacts. The following includes anticipated changes to the existing environment including direct, indirect, and cumulative effects. Additional information on environmental effects associated with the authorized projects and No-action Alternatives can be found in the corresponding environmental documents.

4.1 General Environmental Effects.

It is now recognized that dunes are integral components of a beach system and play a critical role in reducing damages to the project and infrastructure. The following excerpts from the Hurricane Sandy Coastal Projects Performance Evaluation Study and the New Jersey Sea Grant Consortium Dune Manual demonstrate the importance of dunes and how they can increase resilience on beach nourishment projects.

“Dunes can significantly contribute to the volumes of sediment available for redistribution along the shoreline during a storm, reducing the potential for undermining and exposure of land-based infrastructure, and impeding the landward reach of storm tides.” – 2013 Hurricane Sandy Coastal Projects Performance Evaluation Study.

“Dunes can provide protection for a relatively small volume of sand both on the ocean and bay shorelines. Conventionally, dunes should be constructed along with a protective beach. At the time of construction, dunes should be actively vegetated to reduce loss from wind-blown sand transport and increase their resistance to erosion.” – 2013 Hurricane Sandy Coastal Projects Performance Evaluation Study.

“Coastal sand dunes act as reservoirs of sand that help the beach maintain its equilibrium and preserve the ability of the beach to respond naturally to storm events. Beaches evolve during a storm by taking on a more dissipative state that causes waves to break farther offshore, reducing the wave energy near the shoreline. During this transition, the beach slope is reduced and one or more sand bars may form. The bars are formed as sand is transported offshore during the peak of the storm and is deposited near the region of most intense wave breaking. During smaller storms, the waves don’t reach the base of the dune, and the erosion is limited to the beach face (berm) itself. The dunes only become active during moderate to large storms when the dissipation created by the bars is insufficient to prevent the waves from attacking the base of the dune. As a dune erodes, it releases a portion of its built-up reservoir of sand into the littoral system, where it contributes to bar formation and the development of a more dissipative profile, ultimately reducing damage to inland infrastructure. Larger dunes can withstand more wave activity and therefore provide more protection to areas behind them. In the simplest terms, the sand stored in a dune buys time and provides protection from severe storms.” – 2016 New Jersey Sea Grant Consortium Dune Manual.

Information for beach-quality sand that is to be placed on the five currently Federal authorized projects for Nassau, Duval, St. Johns, and Brevard counties is discussed by reference in the prior environmental documents (**Table 1**). Effects of the proposed projects are discussed below and assumed to be similar in effect for each of the SPPs unless otherwise noted.

Specific dune features including construction of dunes with vegetation, vegetation only, sand fencing, pedestrian access points, vehicle access areas, and storm water outfall pipes could also be added or modified in order to increase project resilience. **Figure 9** shows how the advanced fill placement on a typical nourishment project could be adapted to include a dune feature with the same total advanced fill volume. The resilience profile shown in **Figure 10** theoretically demonstrates how a dune would increase project resilience based on the project's function being directly linked to the volume of sand available along the beach profile to maintain the authorized design template and protect upland development over time.

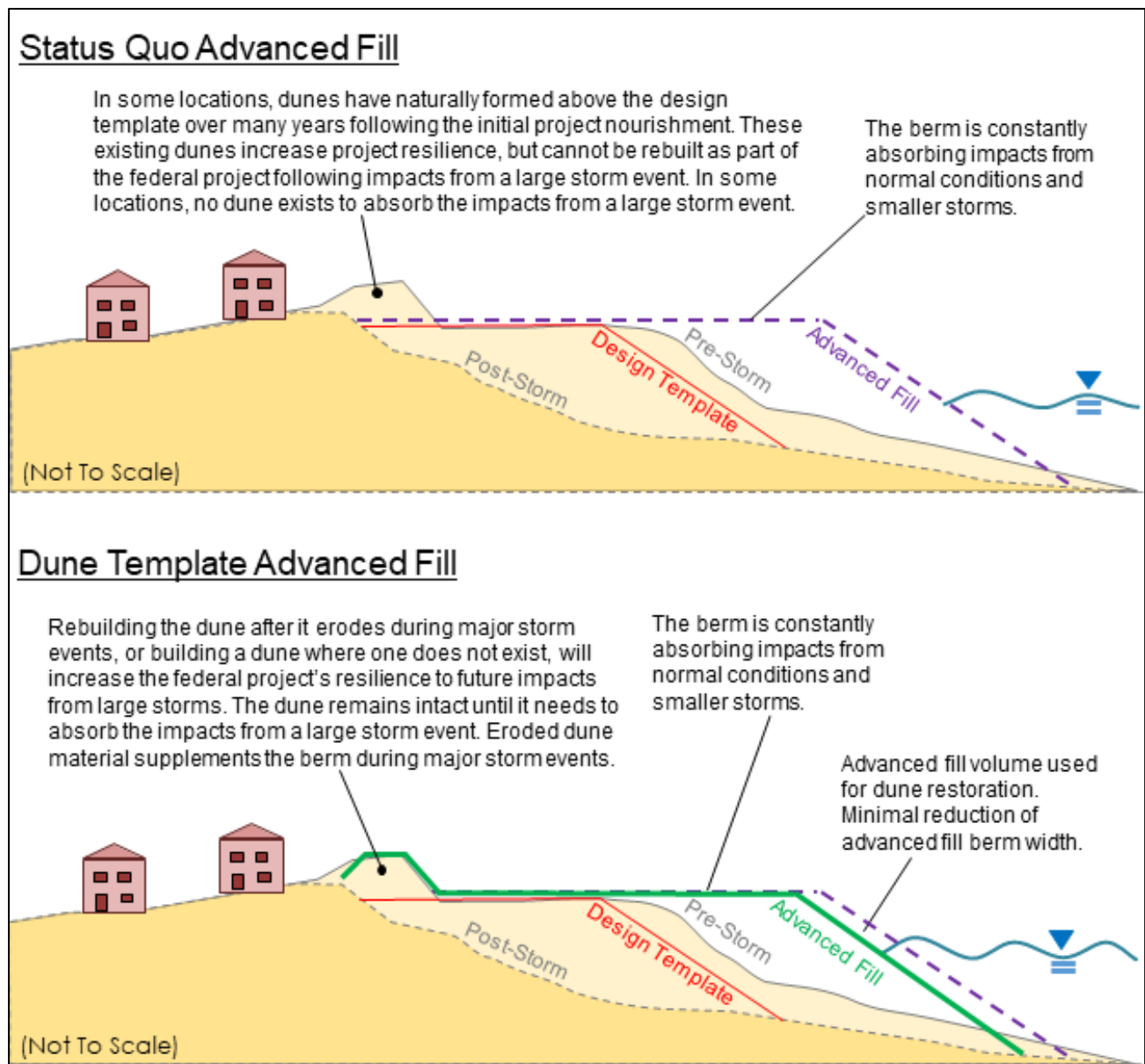


Figure 9. Adapted Advanced Fill Nourishment Template to include a Dune.

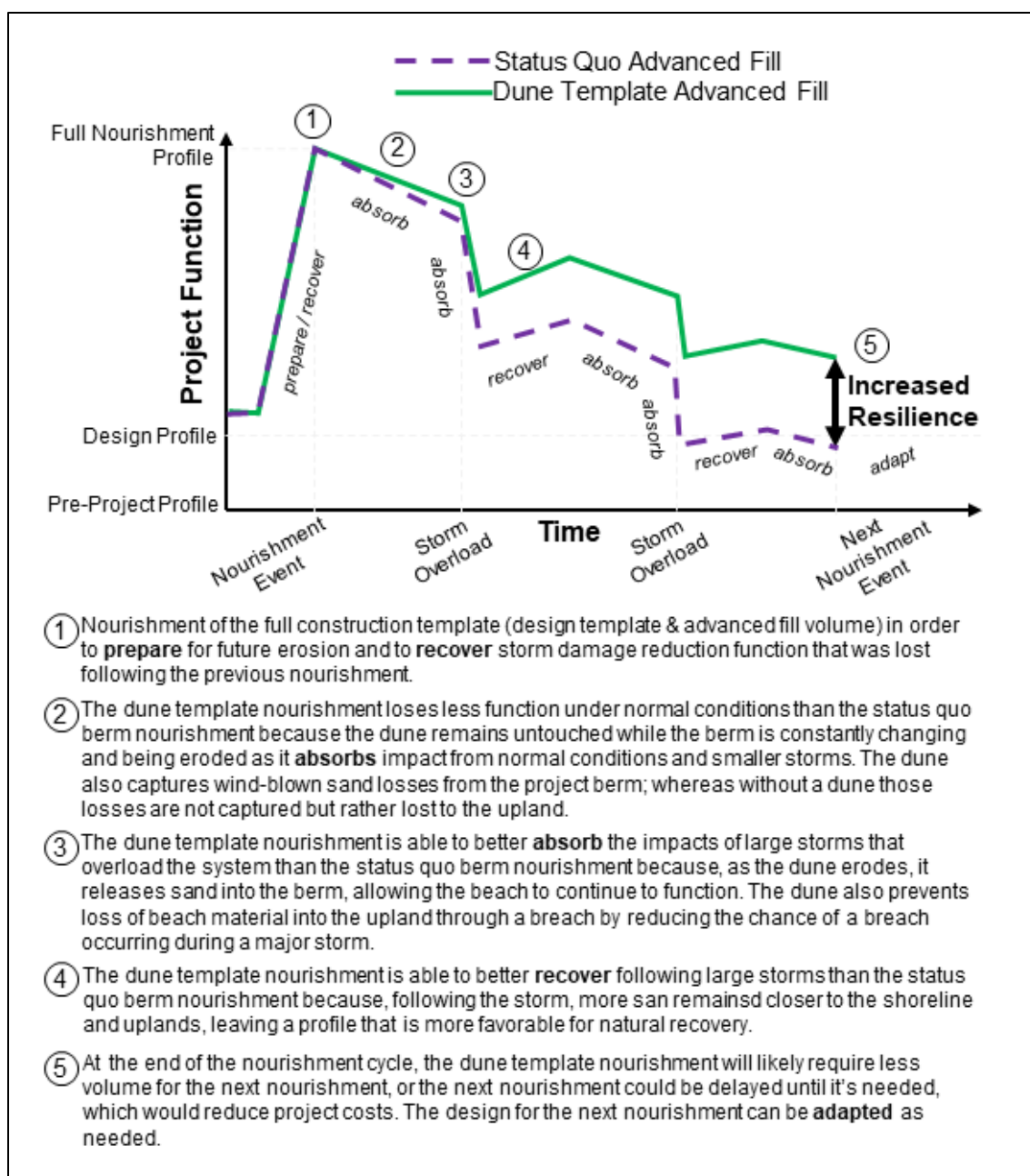


Figure 10. Resilience Profile Demonstrating How a Dune Contributes to Increased Resilience.

For this SEA, a generalized dune template was developed for comparison to the existing construction template. This shape could be based on existing dunes for projects where such dunes have been shown to provide benefits. In other cases, the design could be a modification of existing dunes or based on adjacent beaches where dunes exist. The Corps also analyzed vegetation only and sand fencing design alternatives,

which can enhance dune stability and accretion rates with minimal effort and cost. Pedestrian access modifications, vehicle access modifications, and outfall pipe modifications were also considered.

4.1.1 Alternative 1: Dune Construction with Vegetation.

The presence of dunes is essential if a beach is to remain stable and able to accommodate the stress from unpredictable storms and extreme conditions of wind, wave, and elevated sea surfaces. Dunes maintain a sand repository that, during storms, provides sacrificial sand before structures would be damaged. The dune system provides a measure of public safety and property protection. Proper vegetation on dunes increases sand-erosion resistance by binding the sand together via extensive root masses penetrating deep into the sand. Further, such vegetation promotes dune growth through its sand-trapping action when significant wind action transports substantial quantities of sand. This measure would include placement of beach-compatible material from upland, offshore, or other sources, in a dune feature adjacent to any existing dune. Vegetation would be planted after placement of the dune material, as needed.

4.1.2 Alternative 2: Vegetation Only.

Dunes currently present in the project area with no vegetation planted will need to be stabilized with vegetation. Refer to **subsection 4.1.1** for more information on dune stabilization with vegetation.

4.1.3 Alternative 3: Sand Fencing.

The installation of sand fencing helps to support sand dune growth by trapping and collecting wind-driven sand.

4.1.4 Alternative 4: Pedestrian Access Modifications.

Pedestrian access modifications could include signage encouraging beachgoers to stay off dunes and to use designated access points, rope fencing to keep people out of the dunes, or constructing dune walkovers to allow beach access without impacting the dune. These measures prevent dune vegetation and the dune itself from being trampled and degraded by foot traffic, which could reduce the function of the dune.

4.1.5 Alternative 5: Vehicle Access Modifications.

Vehicle access modifications could include changing the angle at which the vehicle access cuts through the dune so that, during a storm, the gap through the dune would erode in on itself. Mats or ramps could be used to allow vehicles to drive over the dune and prevent the degradation of the dunes in these areas. Sand stockpile areas could be

designated for filling in the dune gaps when a storm is approaching (see **Appendix C** for images of sand stockpile areas).

4.1.6 Alternative 6: Outfall Pipe Modifications.

Storm water outfall pipes that intersect dunes and release storm water onto the dune footprint could be modified with revetment sections, or the pipes could be re-routed in order to prevent degradation of the dune in these areas caused by outfall scour.

4.1.7 No-action Alternative (Status Quo).

The existing dune system would not be modified or a new dune system would not be constructed. Otherwise the effects determination for the no-action alternative would revert back to other environmental effects previously reviewed and disclosed under prior NEPA documents specific to each project.

4.2 Dune Vegetation.

Proper vegetation on dunes increases sand erosion resistance by binding the sand together via extensive root masses penetrating deep into the sand. Further, such vegetation promotes dune growth through its sand-trapping action when significant wind action transports substantial quantities of sand.

4.2.1 Alternative 1: Dune Construction with Vegetation.

Vegetation would be planted after placement of the dune material, as needed. Planted vegetation would expand either by rhizome or seed, and would result in a fully vegetated dune system. A limited amount of natural recruitment is expected.

4.2.2 Alternative 2: Vegetation Only.

Vegetation would only be planted as needed on dunes. Planted vegetation would expand either by rhizome or seed, and would result in a fully vegetated dune system. A limited amount of natural recruitment is expected.

4.2.3 Alternative 3: Sand Fencing.

There will be no impact to vegetation due to sand fencing.

4.2.4 Alternative 4: Pedestrian Access Modifications.

There will be no impact to dune vegetation due to pedestrian access modifications.

4.2.5 Alternative 5: Vehicle Access Modifications.

There will be no impact to dune vegetation due to vehicle access modification. Sand stockpile areas which may be designated for filling in the dune gaps when a storm is approaching will not be placed onto the dune vegetation. (See **Appendix C** for images of sand stockpile areas.)

4.2.6 Alternative 6: Outfall Pipe Modifications.

There will be no impact to dune vegetation due to outfall pipe modifications.

4.2.7 No-action Alternative (Status Quo).

There would be less dune vegetation if the proposed dune systems were not constructed or modified. Otherwise the effects determination for the no-action alternative would revert back to other environmental effects previously reviewed and disclosed in the prior NEPA documents specific to each project.

4.3 Threatened and Endangered Species.

The USACE has determined that placement of sand on the Federally authorized projects may affect nesting sea turtles and may affect, but is not likely to adversely affect, the piping plover, red knot, and Anastasia beach mouse. All placement activities would be performed in compliance with the terms and conditions of the Statewide Programmatic Biological Opinion (2015) and the Programmatic Piping Plover Biological Opinion (2013) issued by the U.S. Fish and Wildlife Service (USFWS). The USACE final determination relative to project impacts as well as the need for reasonable and prudent measures is subject to consultation with the USFWS.

4.3.1 Nesting Sea Turtles, Piping Plover, Red Knot, Beach Mouse, and Gopher Tortoises.

The placement of sand into a dune system may affect nesting sea turtles by altering the beach face, resulting in potential adverse impact to nesting and hatching success (including effects from grade changes, sediment material, compaction, escarpment formation, and artificial lighting during construction). Compatibility of off-shore borrow areas with the native beach is one of the requirements of the 2015 USFWS Statewide Programmatic Biological Opinion (SPBO), which states that “beach-compatible fill shall be placed on the beach or in any associated dune system. Beach-compatible fill must be sand that is similar to a native beach in the vicinity of the site that has not been affected by prior sand placement activity. The fill material must be similar in both coloration and grain size distribution to that native beach. Beach-compatible fill is material that maintains the general character and functionality of the material occurring on the beach and in the adjacent dune and coastal system. Fill material shall comply

with FDEP requirements pursuant to the Florida Administrative Code (FAC), subsection 62b-41.008 (1)(k) 4.b. If a variance is requested from FDEP, the USFWS must be contacted to discuss whether the project falls outside of the biological opinion. A quality control plan shall be implemented pursuant to FAC rule 62b-41.008(1) (k) 4.b.”

The placement of sand into a dune system may affect, but is not likely to adversely affect, the piping plover and red knot. Effects may include the disturbance of normal activities such as feeding and roosting during construction; degradation of wintering habitat or habitat used during migration by altering the natural sediment composition; and depressing the invertebrate base in some areas. For eroded beaches, sand placement may also have a beneficial effect on the habitat’s ability to support the plover and the knot. Placement activities for a dune system would be performed in compliance with biological opinions issued by the USFWS, and this includes the use of compatible fill material that has been evaluated in prior NEPA documents.

The placement of sand into a dune system may modify beach mouse habitat resulting in a may affect, but is not likely to adversely affect the beach mouse. Dune construction in St. Johns County would only occur in areas where dunes do not currently exist or if existing dunes were significantly damaged or altered. In accordance with the 2015 SPBO reasonable and prudent measures, beach mouse habitat will be avoided to the maximum extent possible when selecting sites for access corridors, storage, and staging of equipment. Beach-quality sand for beach mouse burrow construction shall be used for sand placement. Measurements to minimize impacts to the beach mouse may be minimized or avoided through monitoring and relocation conducted by permitted personnel.

Per Florida Fish and Wildlife Conservation Commission’s (FWC) gopher tortoise permitting guidelines, if gopher tortoises are located in the dune system of the project site, a 25-foot buffer zone in all directions from the mouth of the burrow will be placed around burrows prior to construction to avoid impacts to the burrows. If gopher tortoises must be relocated, coordination with FWC will also be implemented per the FWC gopher tortoise permitting guidelines (FWC 2008; Revised 2017).

4.3.2 Alternative 1: Dune Construction with Vegetation.

Impacts to threatened and endangered species as a result of dune construction with vegetation will be minimal. *Sea Turtles*: During construction activity to build the dunes and plant the vegetation, nesting of sea turtles may be minimized in these locations. Management measures like dune creation/remediation are opportunities to protect natural habitat for sea turtles, shore birds, etc. The presence of dunes is a benefit that will absorb beachfront lighting. Beachfront lighting is a deterrent for sea turtles nesting on the beach. It is also a constraint in causing hatchlings to become disoriented when they emerge from the nest chamber. *Anastasia Beach Mouse*: Prior to the construction period, beach mouse surveys would need to be conducted on existing dunes in the designated dune habitat

of the St. Johns County SPP. *Gopher Tortoise*: Additionally, gopher tortoise surveys would need to be conducted in existing dunes prior to construction.

4.3.3 Alternative 2: Vegetation Only.

There would be minimal impact to threatened and endangered species planting vegetation in already constructed dunes.

4.3.4 Alternative 3: Sand Fencing.

Impacts to threatened and endangered species will be minimal as a result of the installation of sand fencing to help support sand dune growth by trapping and collecting wind-driven sand. The barrier created by the sand fencing causes an accretion of sand to build up over a period of time.

Management measures like sand fencing are opportunities to protect natural habitat for sea turtles, shore birds, etc. While some natural functions, such as sea turtle nesting, may be disrupted during construction activities, there is an opportunity for long-term benefits in preserving the beach habitat through the use of sand fencing.

4.3.5 Alternative 4: Pedestrian Access Modifications.

Impacts to threatened and endangered species as a result of pedestrian access modifications will be minimal. An increase in foot traffic through these access points during nighttime hours may increase and deter sea turtles from nesting in these areas. However, the benefit of these access points is that pedestrians will have more localized areas to access the beach instead of walking onto the beach from unspecified locations.

4.3.6 Alternative 5: Vehicle Access Modifications.

Impacts to threatened and endangered species as a result of vehicle access modifications will be minimal. Usage of these vehicle access points will be limited to those agencies that need access to the beach area (e.g., public works).

4.3.7 Alternative 6: Outfall Pipe Modifications.

Impacts to threatened and endangered species as a result of storm water outfall pipe modifications would include a minor increase in beach habitat and would reduce erosion. During storm events, sea turtle nests that are in these locations will be washed out. However, management measures like outfall pipe modifications are necessary and are an opportunity for achieving long-term benefits in preserving the beach habitat for nesting sea turtles.

4.3.8 No-action Alternative (Status Quo).

There would be less habitat for threatened and endangered species if the proposed dune system were not constructed or modified. Otherwise the effects determination for the no-action alternative would revert back to other environmental effects previously reviewed and disclosed under prior NEPA documents specific to each project.

4.4 Migratory Birds.

The placement of sand for a dune system would result in minor short-term effects on migratory birds. Appropriate monitoring and protection measures would be required during the nesting season to ensure that construction activities remain compliant with the Migratory Bird Treaty Act and do not result in the destruction of eggs, chicks, or adult birds.

During the placement of sand on the beach there may be some interruption of foraging and resting activities for shorebirds that utilize the project area. This impact would be short-term and limited to the immediate area of disposal and time of construction. There would be sufficient beach area north and south of the renourishment sites that can be used by the displaced birds while construction takes place. Increased foraging opportunities for some species, such as sea gulls, may also occur as a result of the discharge activity. Elevated turbidity levels within the immediate vicinity of the discharge site may interfere with foraging by sight feeders such as the brown pelican (*Pelecanus occidentalis*). However, increased turbidity levels would be limited to a small portion of the shoreline and should not result in significant impacts to foraging activities.

4.4.1 Alternative 1: Dune Construction with Vegetation.

Impacts to migratory birds during dune construction with planting of vegetation will be minimal and limited to during this construction period. Management measures like dune construction with vegetation is an opportunity for long-term benefits in preserving the beach habitat for migratory shorebirds.

4.4.2 Alternative 2: Vegetation Only.

Impacts to migratory birds during planting of vegetation will be minimal and limited to the planting activity. Management measures like planting of vegetation is an opportunity for long-term benefits in preserving the beach habitat for migratory shorebirds.

4.4.3 Alternative 3: Sand Fencing.

Impacts to migratory birds during construction of sand fencing will be minimal and limited to the construction period.

4.4.4 Alternative 4: Pedestrian Access Modifications.

Impacts to migratory birds during construction of pedestrian access points will be minimal and limited to during this construction period.

4.4.5 Alternative 5: Vehicle Access Modifications.

Impacts to migratory birds during construction of vehicle access points will be minimal and limited to during this construction period.

4.4.6 Alternative 6: Outfall Pipe Modifications.

Impacts to migratory birds during construction of outfall pipe modifications will be minimal and limited to during this construction period.

4.4.7 No-action Alternative (Status Quo).

There would be less habitat for migratory bird species if the proposed dune system were not constructed or modified. Otherwise the effects determination for the no-action alternative would revert back to other environmental effects previously reviewed and disclosed under prior NEPA documents specific to each project.

4.5 Other Wildlife Resources.

The placement of sand for the dune system would result in minor short-term effects on other wildlife resources. Sand placement activities would result in sedimentation and temporary turbidity which would affect macroinvertebrates (e.g., arthropods [sand fleas] and mollusks [clams]) that inhabit the beach. Recovery should occur in phase with normal seasonal recruitment patterns documented for the project area (Lacharmoise et al).

Nelson (1989) reviewed the literature on the effects of beach nourishment projects on sand beach fauna and concluded that minimal biological effects resulted from beach renourishment. Nelson reviewed several studies on the most common beach invertebrates of the southeastern U.S., including the mole crab (*Emerita talpoida*), the surf clam, (*Donax sp.*) and the ghost crab (*Ocypode quadrata*). None of the studies cited by Nelson (1989) showed significant or lasting impacts to any of the above species resulting from beach nourishment. Hackney et al. (1996) provide a more recent review of the effects of beach restoration projects on beach infauna in the southeastern U.S. They also reviewed studies on the above species and agree with the conclusions set forth by Nelson (1989), with the suggestion that construction should take place in winter months to minimize potential effects, and that the sand used should be a close match to native beach sand. In review of past studies, there was a considerable short-term reduction in the abundances of mole crabs, surf clams, and ghost crabs

attributable to direct burial. Recruitment and immigration were generally sufficient to re-establish populations within one year of construction. No long-term adverse effects are anticipated to the intertidal macroinfaunal community due to placement activities (Deis et al. 1992, Nelson 1985, Gorzelany 1983).

4.5.1 Alternative 1: Dune Construction with Vegetation.

Impacts to other wildlife resources during construction of dunes and planting of vegetation will be minimal. Re-establishment of populations is anticipated within one year of construction. Management measures like dune construction with planting of vegetation is an opportunity for long-term benefits in preserving the beach habitat and decreasing threats for wildlife resources.

4.5.2 Alternative 2: Vegetation Only.

Impacts to other wildlife resources during the planting of vegetation only will be minimal. Re-establishment of populations is anticipated within one year of construction. Management measures like vegetation planting on the dunes is an opportunity for long-term benefits in preserving the beach habitat and decreasing threats for wildlife resources.

4.5.3 Alternative 3: Sand Fencing.

Impacts to other wildlife resources during construction of sand fencing will be minimal. Management measures like sand fencing is an opportunity for long-term benefits in preserving the beach habitat and decreasing threats to wildlife resources.

4.5.4 Alternative 4: Pedestrian Access Modifications.

Impacts to other wildlife resources during construction of pedestrian access points will be minimal. Re-establishment of populations is anticipated within one year of construction.

4.5.5 Alternative 5: Vehicle Access Modifications.

Impacts to other wildlife resources during construction of vehicle access points will be minimal. Re-establishment of populations is anticipated within one year of construction.

4.5.6 Alternative 6: Outfall Pipe Modifications.

Impacts to other wildlife resources during construction of outfall pipe modifications will be minimal.

4.5.7 No-action Alternative (Status Quo).

There would be less habitat for other wildlife resources if the proposed dune system were not constructed or modified. Otherwise the effects determination for the no-action alternative would revert back to other environmental effects previously reviewed and disclosed under prior NEPA documents specific to each project.

4.6 Cultural, Historic, and Archaeological Resources.

The placement of sand for the dune system in areas of constructed shoreline protection projects will not result in adverse effects to cultural, historic, and archaeological resources. Each of the projects has been subject to prior nourishment within the proposed footprints. The extent of the shoreline within the projects is a product of the shoreline protection projects. The proposed sand placement activities fall within areas that are exposed beach, the surf zone, and water in historic aerial photography and maps. The dunes in Duval and St. Johns counties are a result of the shoreline protection projects and management by non-Federal actors.

The projected benefits of this project would protect cultural resources on the landward side of the dunes from erosion and wave attack. The potential increased resiliency of the shoreline may provide an additional benefit by requiring fewer sand borrowing events, reducing the potential to affect cultural resources by dredging or sand mining. By matching the existing and historic dune levels in each Shoreline Protection Project, there is no significant change to the viewshed.

4.6.1 Alternative 1: Dune Construction with Vegetation.

This alternative has no adverse effects to cultural, historic, and archaeological resources if final plans include previously established buffer zones, as defined in past coordination.

4.6.2 Alternative 2: Vegetation Only.

This alternative has no adverse effects to cultural, historic, and archaeological resources if final plans include previously established buffer zones, as defined in past coordination.

4.6.3 Alternative 3: Sand Fencing.

This alternative has no adverse effects to cultural, historic, and archaeological resources if final plans include previously established buffer zones, as defined in past coordination.

4.6.4 Alternative 4: Pedestrian Access Modifications.

This alternative has no adverse effects to cultural, historic, and archaeological resources if final plans include previously established buffer zones, as defined in past coordination.

4.6.5 Alternative 5: Vehicle Access Modifications.

This alternative has no adverse effects to cultural, historic, and archaeological resources if final plans include previously established buffer zones, as defined in past coordination.

4.6.6 Alternative 6: Outfall Pipe Modifications.

This alternative has no adverse effects to cultural, historic, and archaeological resources if final plans include previously established buffer zones, as defined in past coordination.

4.6.7 No-action Alternative (Status Quo).

There would be no effect to cultural, historic, and archaeological resources if the proposed dune system were not constructed. The effects determination for the no-action alternative would revert back to other environmental effects previously reviewed and disclosed in the prior NEPA documents specific to each project.

4.7 Water Quality.

The placement of sand within the proposed project areas would result in minor short-term effects on water quality (i.e. temporary turbidity in nearshore waters). Turbidity would be monitored per State permit requirements.

4.7.1 Alternative 1: Dune Construction with Vegetation.

Impacts of water quality from turbidity during construction of dunes will be minimal. Turbidity would be monitored per State permit requirements. There will be no effect from water quality during the planting of vegetation.

4.7.2 Alternative 2: Vegetation Only.

There will be no effect from water quality during the planting of vegetation.

4.7.3 Alternative 3: Sand Fencing.

There will be no effect from water quality during construction of sand fencing.

4.7.4 Alternative 4: Pedestrian Access Modifications.

There will be no effect from water quality during the construction of pedestrian access points.

4.7.5 Alternative 5: Vehicle Access Modifications.

There will be no effect from water quality during the construction of vehicle access points.

4.7.6 Alternative 6: Outfall Pipe Modifications.

There will be no effect from water quality during the construction of outfall pipe modifications.

4.7.7 No-action Alternative (Status Quo).

There would be no effect to water quality if the proposed dune system were not constructed. The effects determination for the no-action alternative would revert back to other environmental effects previously reviewed and disclosed in the prior NEPA documents specific to each project.

4.8 Aesthetic Resources.

The aesthetics of the construction of a dune system would be temporarily adversely impacted during construction due to the presence of construction equipment on the beach. Increases to the noise level will be a result of the construction activities and will be localized and minor. There will only be a temporary reduction in aesthetics and no expectation of adverse effect to the environment as a result of construction-related noise. Aesthetics of the sand source locations would also experience temporary adverse impacts due to the presence of dredge equipment during construction. The long-term impact is the possibility of viewshed being affected by the construction of the dunes.

4.8.1 Alternative 1: Dune Construction with Vegetation.

The construction activity associated with building a dune system with planting of vegetation would result in minor short-term effects on aesthetics due to construction equipment on the beach and construction-related noise. The long-term impact is the possibility of the viewshed being affected by building the dunes or by closing gaps in existing dunes. Some gaps would be permanently closed with sand as part of the proposed design template (please refer to Appendix C for gap closure locations and recommendations). Gaps that are not permanently closed may be temporarily closed with stockpiled sand in order to help protect infrastructure when a storm is approaching.

In this case, the storm would be expected to erode the dune system requiring reconstruction and revegetation of the dune. Temporary gap closure as well as post-storm reconstruction and revegetation would result in a long-term, but not a permanent effect on the viewshed. Stockpiled sand, for storm related emergencies, would be located near existing gaps in dunes and would have a minor long-term effect on the viewshed. The placement of sand for the construction of dunes would reduce the risk of damage to shoreline infrastructure (buildings and parks) and should generally improve the appearance of these locations. Management measures like dune construction with vegetation is an opportunity for long-term benefits in preserving the beach habitat and to maintain the quality of the environment for human and natural use.

4.8.2 Alternative 2: Vegetation Only.

The construction activity associated with planting of vegetation only would result in minor short-term effects on aesthetics.

4.8.3 Alternative 3: Sand Fencing.

The construction activity associated with constructing sand fencing would result in minor short-term effects on aesthetics due to construction equipment on the beach and construction-related noise. Overtime, sand fencing may become buried by accreting sand or hidden by vegetation. The fencing is expected to have a minor long-term effect on the viewshed. Management measures like sand fencing is an opportunity for long-term benefits in preserving the beach habitat and to maintain the quality of the environment for human and natural use.

4.8.4 Alternative 4: Pedestrian Access Modifications.

The construction activity associated with constructing pedestrian access points would result in minor short-term effects on aesthetics due to construction equipment on the beach and construction-related noise. The long-term impact is the possibility of pedestrian access points increasing foot traffic in an area that was not previously walked through and may cause a disturbance to the residents.

4.8.5 Alternative 5: Vehicle Access Modifications.

Vehicle access modifications may include changing the angle or elevation of the cuts through the dune. Mats or ramps could be used to allow vehicles to drive over the dune. The construction activity associated with constructing vehicle access points would result in minor short-term effects on aesthetics due to construction equipment on the beach and construction-related noise. Long-term impacts would include angle or elevation changes in existing cuts through dunes, the use of mats or ramps to drive over the dune, and the possibility of increased vehicle traffic entering and exiting the vehicle access locations.

4.8.6 Alternative 6: Outfall Pipe Modifications.

The construction activity associated with outfall pipe modifications would result in minor short-term effects on aesthetics due to construction equipment on the beach and construction-related noise. The benefit of stormwater outfall pipe modifications is that since they intersect dunes and release storm water onto the dune footprint the outfall pipes could be modified with revetment sections or the pipes could be re-routed in order to prevent degradation of the dune in these areas caused by outfall scour.

4.8.7 No-action Alternative (Status Quo).

There would be an effect to aesthetic resources if the proposed dune system were not constructed. Otherwise the effects determination for the no-action alternative would revert back to other environmental effects previously reviewed and disclosed in the prior NEPA documents specific to each project.

4.9 Recreation Resources.

The placement of sand would result in minor short-term effects on recreational opportunities. Construction activity would temporarily disrupt recreation; however, access to a portion of the beaches would continue to be possible.

4.9.1 Alternative 1: Dune Construction with Vegetation.

Impacts to recreation during dune construction with planting of vegetation will be minimal and limited to during this construction period. Some gaps in existing dunes would be permanently closed with sand as part of the proposed design template. This would result in a long-term effect on recreation by limiting beach access (please refer to Appendix C for gap closure locations and recommendations). Gaps in existing dunes may also be temporarily closed with stockpiled sand in order to help protect infrastructure when a storm is approaching. In this case, the storm would be expected to erode the dune system requiring reconstruction and revegetation of the dune. Temporary gap closure as well as post storm reconstruction and revegetation would have a long-term, but not a permanent effect on recreation. Stockpiled sand, for storm related emergencies, would be located near existing gaps in dunes and would have a long-term minor effect on recreation. The placement of sand for the construction of dunes would preserve and protect many recreational opportunities.

4.9.2 Alternative 2: Vegetation Only.

Impacts to recreation during planting of vegetation will be minimal and limited to during this construction period.

4.9.3 Alternative 3: Sand Fencing.

Impacts to recreation during construction of sand fencing will be minimal and limited to during this construction period.

4.9.4 Alternative 4: Pedestrian Access Modifications.

Impacts to recreation during construction of pedestrian access modifications will be minimal and limited to during this construction period.

4.9.5 Alternative 5: Vehicle Access Modifications.

Impacts to recreation during construction of vehicle access modifications will be minimal and limited to during this construction period. Proposed modifications include changes in the angle or elevation of the cuts through the dune. Mats or ramps could be used to allow vehicles to drive over the dune.

4.9.6 Alternative 6: Outfall Pipe Modifications.

Impacts to recreation during construction of outfall pipe modifications will be minimal and limited to during this construction period.

4.9.7 No-action Alternative (Status Quo).

There would be a minor effect to recreation resources if the proposed dune system were not constructed. The effects determination for the no-action alternative would revert back to other environmental effects previously reviewed and disclosed in the prior NEPA documents specific to each project.

4.10 Hazardous, Toxic, and Radioactive Waste.

There are no known hazardous, toxic, or radioactive wastes in the dune systems that would be affected by the chosen alternative actions. There is a potential for hydrocarbon spills with dredging and construction equipment in the area, but accident and spill prevention plans described in the contract specifications should prevent most spills. The no-action alternative would not create situations to cause these potential impacts.

4.10.1 Alternative 1: Dune Construction with Vegetation.

There are no known hazardous, toxic, or radioactive wastes in the construction footprints that would be affected by construction of dunes with planting of vegetation.

4.10.2 Alternative 2: Vegetation Only.

There are no known hazardous, toxic, or radioactive wastes in the construction footprints that would be affected by planting of vegetation.

4.10.3 Alternative 3: Sand Fencing.

There are no known hazardous, toxic, or radioactive wastes in the construction footprints that would be affected by construction of sand fencing.

4.10.4 Alternative 4: Pedestrian Access Modifications.

There are no known hazardous, toxic, or radioactive wastes in the construction footprints that would be affected by pedestrian access modifications.

4.10.5 Alternative 5: Vehicle Access Modifications.

There are no known hazardous, toxic, or radioactive wastes in the construction footprints that would be affected by construction of vehicle access modifications.

4.10.6 Alternative 6: Outfall Pipe Modifications.

There are no known hazardous, toxic or radioactive wastes in the construction footprints that would be affected by construction of outfall pipe modifications.

4.10.7 No-action Alternative (Status Quo).

There would be no effects associated with HTRW if the proposed dune system is not utilized. The effects determination for the no-action alternative would revert back to other environmental effects previously reviewed and disclosed in the prior NEPA documents specific to each project.

4.11 Air Quality.

The placement of sand into the dune system would result in low-level emissions from the operation of the construction equipment. Exhaust emissions from the construction equipment would have a temporary effect on air quality. The short-term impact from emissions by the dredge and other construction equipment associated with the project would not significantly impact air quality. The Florida Department of Environmental Protection does not regulate marine or mobile emission sources (dredge and construction equipment) within the five counties. No air quality permits would be required for this project. These five counties are designated as attainment areas for Federal air quality standards under the Clean Water Act. Since the project is located within an attainment area EPA's General Conformity Rule to implement Section 176(c) of the Clean Air Act does not apply and a conformity determination is not required.

4.11.1 Alternative 1: Dune Construction with Vegetation.

The placement of sand into the dune system would result in low-level emissions from the operation of the construction equipment. Exhaust emissions from the construction equipment would have a temporary effect on air quality. The short-term impact from emissions by the dredge and other construction equipment associated with the project would not significantly impact air quality. Planting of vegetation will have no adverse impact on air quality.

4.11.2 Alternative 2: Vegetation Only.

Planting of vegetation will have no adverse impact on air quality.

4.11.3 Alternative 3: Sand Fencing.

Construction of sand fencing will have no adverse impact on air quality.

4.11.4 Alternative 4: Pedestrian Access Modifications.

The construction of pedestrian access modifications would result in low-level emissions from the operation of the construction equipment. Exhaust emissions from the construction equipment would have a temporary effect on air quality.

4.11.5 Alternative 5: Vehicle Access Modifications.

The construction of vehicle access modifications would result in low-level emissions from the operation of the construction equipment. Exhaust emissions from the construction equipment would have a temporary effect on air quality.

4.11.6 Alternative 6: Outfall Pipe Modifications.

The construction of outfall pipe modifications would result in low-level emissions from the operation of the construction equipment. Exhaust emissions from the construction equipment would have a temporary effect on air quality.

4.11.7 No-action Alternative (Status Quo).

There would be no effects to air quality if the proposed dune system were not constructed. The effects determination for the no-action alternative would revert back to other environmental effects previously reviewed and disclosed in the prior NEPA documents specific to each project.

4.12 Noise.

The placement of sand into the dune system would temporarily raise the noise level in the area. Noise associated with the construction of the dune activity would specifically include construction equipment (e.g., front-end loaders and trucks). Beach fill construction activity and the attendant noise impacts would occur based on each of the 5 projects specific construction allowable period. No sensitive receptor sites (e.g., hospitals) would be affected.

4.12.1 Alternative 1: Dune Construction with Vegetation.

The placement of sand into the dune system would temporarily raise the noise level in the area. Noise associated with the construction of the dune activity would specifically include construction equipment (e.g., front end loaders and trucks). Beach fill construction activity and the attendant noise impacts would occur based on each of the 5 projects specific construction allowable period. No sensitive receptor sites (e.g., hospitals) would be affected. Planting of vegetation would not impact noise levels.

4.12.2 Alternative 2: Vegetation Only.

Planting of vegetation would not impact noise levels.

4.12.3 Alternative 3: Sand Fencing.

The construction of sand fencing would temporarily raise the noise level in the area. Noise associated with the construction of the sand fencing activity would specifically include construction equipment.

4.12.4 Alternative 4: Pedestrian Access Modifications.

The construction of pedestrian access modifications would temporarily raise the noise level in the area. Noise associated with the construction of the pedestrian access modification activity would specifically include construction equipment.

4.12.5 Alternative 5: Vehicle Access Modifications.

The construction of vehicle access modifications would temporarily raise the noise level in the area. Noise associated with the construction of the vehicle access modification activity would specifically include construction equipment.

4.12.6 Alternative 6: Outfall Pipe Modifications.

The construction of outfall pipe modifications would temporarily raise the noise level in the area. Noise associated with the construction of the outfall pipe modification activity would specifically include construction equipment.

4.12.7 No-action Alternative (Status Quo).

There would be no effects associated with noise if the proposed dune system were not constructed. The effects determination for the no-action alternative would revert back to other environmental effects previously reviewed and disclosed in the prior NEPA documents specific to each project.

4.13 Energy Requirements and Conservation.

Energy requirements associated with the use of constructing the dune system would be confined to the fuel used to operate construction equipment.

4.13.1 Alternative 1: Dune Construction with Vegetation.

Energy requirements associated with the use of constructing the dune system would be confined to the fuel used to operate construction equipment. Planting the vegetation would not impact energy requirements and conservation.

4.13.2 Alternative 2: Vegetation Only.

Planting the vegetation would not impact energy requirements and conservation.

4.13.3 Alternative 3: Sand Fencing.

Energy requirements associated with the use of constructing the sand fencing would be confined to the fuel used to operate construction equipment.

4.13.4 Alternative 4: Pedestrian Access Modifications.

Energy requirements associated with the use of constructing the pedestrian access modifications would be confined to the fuel used to operate construction equipment.

4.13.5 Alternative 5: Vehicle Access Modifications.

Energy requirements associated with the use of constructing the vehicle access modifications would be confined to the fuel used to operate construction equipment.

4.13.6 Alternative 6: Outfall Pipe Modifications.

Energy requirements associated with the use of constructing the outfall pipe modifications would be confined to the fuel used to operate construction equipment.

4.13.7 No-action Alternative (Status Quo).

There would be no energy requirements or opportunities for conservation if the proposed dune system were not constructed. The effects determination for the no-action alternative would revert back to other environmental effects previously reviewed and disclosed in the prior NEPA documents specific to each project.

4.14 Natural or Depletable Resources

No natural energy resources occur within the proposed dune systems. Fuel is a depletable resource that would be consumed by construction equipment during construction operations. Impacts to natural resources are discussed elsewhere in this document. The use of these natural or depletable resources is not considered an unacceptable adverse impact of the proposed project.

4.14.1 Alternative 1: Dune Construction with Vegetation.

There are no impacts associated with natural energy resources within the proposed dune systems and planting of vegetation.

4.14.2 Alternative 2: Vegetation Only.

There are no impacts associated with natural energy resources due to the planting of vegetation.

4.14.3 Alternative 3: Sand Fencing.

There are no impacts associated with natural energy resources due to the construction of sand fencing.

4.14.4 Alternative 4: Pedestrian Access Modifications.

There are no impacts associated with natural energy resources due to the construction of pedestrian access modifications.

4.14.5 Alternative 5: Vehicle Access Modifications.

There are no impacts associated with natural energy resources due to the construction of vehicle access modifications.

4.14.6 Alternative 6: Outfall Pipe Modifications.

There are no impacts associated with natural energy resources due to the construction of outfall pipe modifications.

4.14.7 No-action Alternative (Status Quo).

Natural or depletable resources would not be affected if the dune systems were not utilized. Sand would not be placed within the proposed dune system. The effects determination for the no-action alternative would revert back to other environmental effects previously reviewed and disclosed in the prior NEPA documents specific to each project.

4.15 Native Americans

None of the proposed project activities for construction of the dune system occur on land belonging to Native Americans. Therefore implementation of the proposed project would not result in any impacts to Native Americans or land belonging to Native Americans.

4.15.1 Alternative 1: Dune Construction with Vegetation.

This alternative will not affect lands belonging to Native Americans.

4.15.2 Alternative 2: Vegetation Only.

This alternative will not affect lands belonging to Native Americans.

4.15.3 Alternative 3: Sand Fencing.

This alternative will not affect lands belonging to Native Americans.

4.15.4 Alternative 4: Pedestrian Access Modifications.

This alternative will not affect lands belonging to Native Americans.

4.15.5 Alternative 5: Vehicle Access Modifications.

This alternative will not affect lands belonging to Native Americans.

4.15.6 Alternative 6: Outfall Pipe Modifications.

This alternative will not affect lands belonging to Native Americans.

4.15.7 No-Action Alternative (Status Quo).

Native Americans would not be affected if the proposed dune system were not constructed. The effects determination for the no-action alternative would revert back to other environmental effects previously reviewed and disclosed in the prior NEPA documents specific to each project.

4.16 Reuse and Conservation Potential.

There is no potential for reuse associated with the proposed project activities, therefore this is not applicable to the proposed action. Energy requirements for the proposed alternatives would be confined to fuel for construction equipment as stated in **subsection 4.13**.

4.16.1 No-action Alternative (Status Quo).

There would be no reuse potential if the proposed dune system were not constructed. The effects determination for the no-action alternative would revert back to other environmental effects previously reviewed and disclosed in the prior NEPA documents specific to each project.

4.17 Cumulative Impacts.

Cumulative impact is the "impact on the environment which results from the incremental impact of the action when added to other past, present, and reasonably foreseeable future actions regardless of what agency (Federal or Non-Federal) or person undertakes such other actions" (40 CFR 1508.7). A description of cumulative impacts for these projects, including descriptions of past, present, and reasonably foreseeable future actions, can be found within the NEPA reports listed in **Table 2** and are incorporated herein by reference. Reasonably foreseeable future actions include potential actions by the Counties to reconstruct dunes in the project area after future storm events, which may also include renourishment of the beach adjacent to the dunes. Reasonably foreseeable future land uses adjacent to the dunes include residential development or parks. The density of development may increase over time.

Table 14 summarizes the impact of such cumulative actions by identifying the past, present, and reasonably foreseeable future condition of the various resources which are directly or indirectly impacted by the proposed action and its alternatives. The table also illustrates the with-project and without-project condition (the difference being the incremental impact of the project). Also illustrated is the future condition with any reasonable alternatives (or range of alternatives). The temporal scope for this analysis begins with pre-development and ends when the life of each of the projects is reached. Geographic scope is limited to the project footprints and adjacent areas.

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DRAFT: DUNES AND OTHER RESILIENCY DESIGN REFINEMENTS
SHORE PROTECTION PROJECTS
NASSAU, DUVAL, ST. JOHNS, AND BREVARD COUNTIES, FLORIDA

Table 12. Summary of Cumulative Impacts.

	Past Conditions	Present (existing condition)	Future with Preferred Alternatives, Modify or develop resiliency design refinements (i.e. dune construction, dune vegetation, sand fencing, vehicle and pedestrian access modifications, and outfall pipe modifications)	No-Action Alternative (Authorized Project noted in the prior NEPA documents specific to each of the SPPs)
General Environment Effects	Prior to development, beaches were subjected to natural erosion and accretion. Beach quality sand has been placed on these beaches in the past.	General environment characteristics, including sand currently being used to nourish these beaches, are described in prior NEPA documents.	Resiliency design refinements in combination with beach nourishment events would increase the cumulative effect on the general environment. For example, construction periods would increase. However, when combined with beach nourishment events, refinements would further reduce future beach erosion. Greater erosion control would result in less damage to property and infrastructure.	Beach nourishment events would continue. Beach erosion would continue at the current rate and there would be greater risk of damage to property and infrastructure.
Dune Vegetation	Prior to development, vegetation naturally occurred within dunes and was affected by natural erosion and accretion. Development negatively impacted historical dune vegetation causing increased erosion.	Dune vegetation, if currently present, is described in prior NEPA documents.	Existing dune vegetation would be avoided to the maximum extent practicable during beach nourishment events as well as implementation of resiliency design refinements. Installation of dune vegetation would help prevent erosion. Resiliency design refinements in combination with beach nourishment events would further reduce loss of dune vegetation by reducing erosion.	Beach nourishment events would continue. Beach erosion would continue at the current rate and there would be greater risk of existing dune vegetation being lost.

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	Past Conditions	Present (existing condition)	Future with Preferred Alternatives, Modify or develop resiliency design refinements (i.e. dune construction, dune vegetation, sand fencing, vehicle and pedestrian access modifications, and outfall pipe modifications)	No-Action Alternative (Authorized Project noted in the prior NEPA documents specific to each of the SPPs)
Protected Species and Habitats Threatened and Endangered Species (nesting sea turtles, piping plover, red knot, beach mouse, gopher tortoise); Essential Fish Habitat, Migratory Birds; Other Wildlife Resources	Populations were significantly greater prior to human development. Declines are attributed to loss or degradation of habitat as well as other human related factors.	Education and enforcement of relevant laws have resulted in some population increases. Habitat has also improved in some cases due to land conservation or protection, pollution abatement, and regulatory practices.	Construction periods would increase if resiliency design refinements were implemented in addition to beach nourishment. Species that utilize beach or dune habitat may be affected. These activities would be performed in compliance with all applicable laws. Resiliency design refinements and beach nourishment would help provide beach and dune habitat.	Beach nourishment events would continue. These activities would be performed in compliance with all applicable laws. Beach erosion would continue at the current rate and there would be greater risk of existing beach and dune habitat being lost.
Cultural, Historic, and Archaeological Resources	Ongoing erosion and storm event effects have added to the degradation of cultural resources located along the shoreline and in the nearshore environment.	No known present actions are occurring in the project vicinity.	Dredge material placement may result in the stabilization of existing shorelines and minimize future erosion in some areas. Any offshore and near shore cultural resources will be avoided. The decreased frequency of nourishment reduces potential to impact resources.	Beach nourishment events would continue. Erosion and storm event effects will continue to degrade cultural resources located along the shoreline and in the nearshore environment.
Water Quality	Prior to Federal and State laws being enacted and enforced, water quality had significantly declined due to human related factors (i.e. turbidity caused by upland runoff, septic tank leachate, etc.).	Present day water quality has significantly improved due to local, State, and Federal pollution abatement programs.	Minor increases in turbidity would occur from combined beach nourishment and implementation of resiliency design refinements. All work would be performed in compliance with State Water Quality Certification/permit, as applicable.	Beach nourishment events would continue and would result in minor increases in turbidity. Work would be performed in compliance with State Water Quality Certification/permit, as applicable.

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	Past Conditions	Present (existing condition)	Future with Preferred Alternatives, Modify or develop resiliency design refinements (i.e. dune construction, dune vegetation, sand fencing, vehicle and pedestrian access modifications, and outfall pipe modifications)	No-Action Alternative (Authorized Project noted in the prior NEPA documents specific to each of the SPPs)
Aesthetics	Prior to development, natural beach and dune systems occurred. Urban development along the shoreline has affected the aesthetics of these project areas.	Continued urban development along the shoreline has affected the aesthetics of project areas.	There would be an increased impact to aesthetics during construction if resiliency design refinements were implemented in addition to beach nourishment events. These combined activities, however, would further reduce erosion thereby improving the viewshed.	Beach nourishment events would continue and would result in impacts to aesthetics during construction. Greater erosion rates would adversely affect the viewshed if resiliency design refinements were not implemented.
Recreation	Opportunities for beach recreation have been affected by shoreline development as well as storm induced erosion.	Numerous beach access routes have been established. However, opportunities for recreation are at risk due to erosion, or loss of beach area.	Beach nourishment events when combined with resiliency design refinements would increase construction periods, which would adversely affect beach recreation. However, access to a portion of the beaches would continue to be possible, and erosion of recreational areas would be reduced.	Beach nourishment events would continue and would result in impacts to beach recreation during construction. Greater erosion rates would adversely affect recreational areas if resiliency design refinements were not implemented.
Hazardous, Toxic, and Radioactive Waste (HTRW)	There are no known HTRW locations in the project areas.	There are no known HTRW locations in the project areas.	There should be no risk of encountering HTRW in the project areas.	Beach nourishment events would continue. There should be no risk of encountering HTRW in the project areas.
Air Quality	Prior to development, air quality was only occasionally affected by natural events. Development resulted in a decline of air quality.	Present day air quality has significantly improved due to local, State, and Federal pollution abatement programs. The project areas remain in attainment with air quality criteria.	There would be an increased impact to air quality during construction if resiliency design refinements were implemented in addition to beach nourishment events.	Beach nourishment events would continue and would result in impacts to air quality during construction.
Noise	Prior to development, noise was created by natural sources. Noise levels have likely remained unchanged for some time due to the urbanized environment.	Noise levels continue to be typical for these urbanized project areas.	Beach nourishment events when combined with resiliency design refinements would increase construction periods and associated noise.	Beach nourishment events would continue and noise generated by construction activities would also continue.

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NASSAU, DUVAL, ST. JOHNS, AND BREVARD COUNTIES, FLORIDA

	Past Conditions	Present (existing condition)	Future with Preferred Alternatives, Modify or develop resiliency design refinements (i.e. dune construction, dune vegetation, sand fencing, vehicle and pedestrian access modifications, and outfall pipe modifications)	No-Action Alternative (Authorized Project noted in the prior NEPA documents specific to each of the SPPs)
Energy Requirements and Conservation	Past beach nourishment in the project areas required insignificant uses of energy.	Beach nourishment continues to require insignificant uses of energy.	Beach nourishment events when combined with resiliency design refinements would require insignificant energy.	Beach nourishment events would continue and would require insignificant energy.
Natural or Depletable Resources	Past beach nourishment in the project areas required the use of sand, which is a depletable natural resource.	Present day beach nourishment in the project areas requires the use of sand, which is a depletable natural resource.	Beach nourishment events and construction of dunes would require sand, and would contribute to the depletion of sand sources.	Beach nourishment events would continue and would require sand, which is a depletable natural resource.
Native Americans	There are no Native American lands in the project area.	There are no Native American lands in the project area.	There are no Native American lands in the project area.	There are no Native American lands in the project area.
Reuse and Conservation Potential	There is no potential for reuse associated with the proposed project activities.	There is no potential for reuse associated with the proposed project activities.	There is no potential for reuse associated with the proposed project activities.	There is no potential for reuse associated with the proposed project activities.

4.18 Irreversible and Irretrievable Commitment of Resources.

4.18.1 Irreversible Commitment.

An irreversible commitment of resources is one in which the ability to use and/or enjoy the resource is lost forever. As previously stated, sand is a depletable resource; therefore, the transfer of this sand from offshore borrow areas or an upland sand source by truck haul to the dune system is considered an irreversible commitment of resources.

4.18.2 Irretrievable Commitment.

An irretrievable commitment of resources is one in which, due to decisions to manage the resource for another purpose, opportunities to use or enjoy the resource as they presently exist are lost for a period of time. Typically, it refers to the use of renewable resources, including human effort, and to other utilization opportunities foregone in favor of the proposed action.

The project would result in the temporary loss of macrofauna habitat and associated fauna within the dune system. This is an irretrievable loss because macrofauna habitat will redevelop and fauna will reoccupy the affected areas following construction.

4.19 Unavoidable Adverse Environmental Effects.

Most of the beach sand infauna (e.g., sand fleas) will be unavoidably lost as a result of sand placement activities. However, these losses are not expected to have a long-term, significant adverse impact on the surrounding environment since infauna outside of the fill areas and borrow areas will recolonize the disturbed sandy areas within one to three seasons after construction, respectively, and changes in macroinfaunal community assemblages should result in a minimal loss of productivity.

4.20 Local Short-term Uses and Maintenance/Enhancement of Long-term Productivity.

Shoreline protection using beach quality material with periodic nourishment is an ongoing effort. Beach nourishment projects have a temporary and short-term impact on local offshore and nearshore biological resources. Most motile organisms (fishes, crabs, and some sand dwelling organisms) within the borrow area and nearshore zone should be able to escape these areas during construction. Some less-motile individuals that are unable to escape from construction will be lost, but are expected to recolonize after project completion. Short-term reductions in primary productivity and reproductive and feeding success of invertebrate species and fish are expected.

4.21 Indirect Effects.

There is relatively limited opportunity for future development. No additional development along these shorelines is anticipated to occur.

4.22 Compatibility with Federal, State, and Local Objectives.

The Federal objective is to contribute to national economic development consistent with protecting the nation's environment, pursuant to national environmental statutes, applicable executive orders, and other Federal planning requirements. Federal planning concerns other than economic include environmental protection and enhancement, human safety, social wellbeing, and cultural and historical resources. Federal, state and county objectives include (1) the reduction of expected storm damages through beach nourishment and other project alternatives; (2) maintaining beaches as suitable recreational areas; (3) maintaining suitable beach habitat for nesting sea turtles, invertebrate species, and shorebirds; (4) maintaining commerce associated with beach recreation in these five counties; and (5) avoidance or minimization of adverse impacts to sensitive environmental marine resources along the project area. The proposed project activity is consistent with Federal and local objectives and with the State's Coastal Zone Management Plan.

4.23 Conflicts and Controversy.

There are no known conflicts or controversy associated with modifying or developing the proposed dune systems for each of the five counties. The State of Florida's approval for modifying or developing dune systems for each of the five counties will be obtained through the Florida Department of Environmental Protection Water Quality Certification Permit, if one is not in currently in place.

4.24 Uncertain, Unique, or Unknown Risks.

There are no uncertain, unique or unknown risk associated with modifying or developing the proposed dune systems for each of the five currently Federal authorized projects.

4.25 Precedent and Principle for Future Actions.

The proposed activities are consistent with, and/or adaptations of, prior permitted activities conducted by the Corps. These include prior beach nourishments and periodic nourishment along the projects.

4.26 Environmental Commitments.

The Corps commits to avoiding, minimizing, or mitigating for adverse effects during construction activities by including the following commitments in the contract specifications:

1. Protective measures for threatened and endangered species shall be enforced in accordance with the USFWS Statewide Programmatic Biological Opinion (2015), the USFWS Programmatic Piping Plover Biological Opinion (2013), and the State permit.
2. All water quality terms and conditions of the State permit shall be implemented.

3. Migratory birds (adult birds, eggs and chicks) shall be protected during construction activities.
4. Essential Fish Habitat will not be impacted by the proposed design modifications (**Table 3** through **Table 7** and **Appendix C**).
5. In the event that cultural resources are discovered, then protective measures shall be utilized.
6. Air emissions such as vehicular exhaust and dust shall be controlled.
7. The contracting officer would notify the contractor in writing of any observed noncompliance with Federal, State, or local laws or regulations, permits and other elements of the contractor's Environmental Protection Plan.
8. The contractor would train his personnel in all phases of environmental protection.
9. The environmental resources within the project boundaries and those affected outside the limits of permanent work would be protected during the entire period of work.
10. An oil spill prevention plan shall be required.

4.27 Compliance with Environmental Requirements.

4.27.1 National Environmental Policy Act of 1969.

Environmental information on the project has been compiled and this Supplemental Environmental Assessment (SEA) has been prepared. Additionally, the NEPA documents referenced in **Table 2** are incorporated herein by reference. A scoping letter on the placement of sand within the dune system was mailed out to all Federal, State, and local agencies on December 3, 2018. The Corps will issue a Notice of Availability (NOA) for the review of the SEA and proposed Finding of No Significant Impact (FONSI) to stakeholders.

4.27.2 Endangered Species Act of 1973.

The proposed work would be performed in accordance with the USFWS Statewide Programmatic Biological Opinion (2015) and the USFWS Programmatic Piping Plover Biological Opinion P³BO (2013). A consultation letter will be sent to the USFWS with this SEA to document determination of effect and use of the SPBO and P³BO. This project shall be fully coordinated under the Endangered Species Act and is therefore, in full compliance with the Act.

4.27.3 Fish and Wildlife Coordination Act of 1958.

The proposed action is being coordinated with the USFWS through NEPA scoping and ESA consultation. This project is in full compliance with the Act.

4.27.4 National Historic Preservation Act of 1966 (Inter Alia).

The consultation with SHPO and interested Tribes is complete for the proposed action. This project has been fully coordinated under the National Historic Preservation Act of 1966 by letter dated June 14, 2019 (Appendix B) and is therefore in full compliance with the Act.

4.27.5 Clean Water Act of 1972.

A Section 401 water quality certification has been issued by the Florida Department of Environmental Protection for Nassau, Duval, St. Johns, and Brevard counties Shore Protection Projects, and if necessary, shall be modified to include the proposed design modifications. All State water quality standards shall be met. A Section 404 (b) evaluation was included in the prior NEPA documents and has been determined to be sufficient because the dune construction and other design refinements would occur within the federally authorized project footprint. These projects are in full compliance with this Act.

4.27.6 Clean Air Act of 1972.

No air quality permits would be required for these projects. These projects have been coordinated with U.S. Environmental Protection Agency (EPA) and are in compliance with Section 309 of the Act.

4.27.7 Coastal Zone Management Act of 1972.

A Federal consistency determination in accordance with 15 CFR 930 Subpart C is included in this report as Appendix A. The proposed work shall be coordinated with the FDEP. The projects are in full compliance with this Act.

4.27.8 Farmland Protection Policy Act of 1981.

No prime or unique farmland should be impacted by implementation of these projects. This act is not applicable.

4.27.9 Wild and Scenic River Act of 1968.

No designated Wild and Scenic river reaches would be affected by project related activities. This act is not applicable.

4.27.10 Marine Mammal Protection Act of 1972

Marine mammals will not be impacted by the proposed design modifications (**Table 3** through **Table 7** and **Appendix C**) for the projects.

4.27.11 Estuary Protection Act of 1968.

No designated estuaries would be affected by these project activities. This act is not applicable.

4.27.12 Federal Water Project Recreation Act.

The principles of the Federal Water Project Recreation Act, (Public Law 89-72) as amended, have been fulfilled by complying with the recreation cost-sharing criteria as outlined in Section 2 (a), paragraph (2).

4.27.13 Submerged Lands Act of 1953.

These projects would occur on submerged lands of the State of Florida. These projects shall be coordinated with the State and are in full compliance with the Act.

4.27.14 Coastal Barrier Resources Act and Coastal Barrier Improvement Act of 1990.

There are no designated coastal barrier resources in the project areas that would be affected by this project. These Acts are not applicable.

4.27.15 Rivers and Harbors Act of 1899.

The proposed work would not obstruct or alter any navigable water of the United States. No dunes or other design refinement modifications are seaward of the Mean High Water Line. There are no impacts to navigation. These projects are in full compliance with the Act.

4.27.16 Anadromous Fish Conservation Act.

Anadromous fish species would not be affected. This Act is not applicable.

4.27.17 Migratory Bird Treaty Act and Migratory Bird Conservation Act.

Protective measures shall be implemented so that no migratory birds would be affected by project activities. These projects are in full compliance with these acts.

4.27.18 Marine Protection, Research, and Sanctuaries Act.

The term "dumping" as defined in the Act [33 U.S.C. 1402(f)] does not apply to the disposal of material for beach nourishment or to the placement of material for a purpose other than disposal (e.g., placement of rock material as an artificial reef or the construction of artificial reefs as mitigation). Therefore, the Marine Protection, Research, and Sanctuaries Act does not apply to these project. The disposal activities addressed in referenced environmental documents have been evaluated under Section 404 of the Clean Water Act.

4.27.19 Magnuson-Stevens Fishery Conservation and Management Act.

An Essential Fish Habitat Assessment for this project is not applicable because no impacts to EFH are anticipated. However, coordination with NMFS is being implemented.

4.27.20 Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.

The purpose of PL 91-646 is to ensure that owners of real property to be acquired for Federal and federally assisted projects are treated fairly and consistently and that persons displaced as a direct result of such acquisition will not suffer disproportionate injuries as a result of projects designed for the benefit of the public as a whole. The proposed work should not involve real property acquisition and/or displacement of property owners or tenants. This Act does not apply.

4.27.21 E.O. 11990, Protection of Wetlands.

There are no wetlands in the project area. This EO does not apply.

4.27.22 E.O. 11988, Flood Plain Management.

This EO states that Federal agencies shall provide leadership and shall take action to reduce the risk of flood loss, to minimize the impact of floods on human safety, health, and welfare, and to restore and preserve the natural and beneficial values served by floodplains in carrying out agency responsibilities. The project would have no adverse impacts to flood plain management.

4.27.23 E.O. 12898, Environmental Justice.

On February 11, 1994, the President of the U.S. issued Executive Order (E.O.) 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations. This E.O. mandates that each Federal agency make environmental justice (EJ) part of the agency mission and to address, as appropriate, disproportionately high and adverse human health or environmental effects of the programs and policies on minority and low-income populations. Significance thresholds that may be used to evaluate the effects of a proposed action related to EJ are not specifically outlined. However, Council on Environmental Quality (CEQ) guidance requires an evaluation of a proposed action's effect on the human environment and the Corps must comply with Executive Order 12898. The Corps has determined that a proposed action or its alternatives would result in significant effects related to EJ if the proposed action or an alternative would disproportionately adversely affect an EJ community through its effects on:

- Environmental conditions such as quality of air, water, and other environmental media; degradation of aesthetics; loss of open space; and nuisance concerns such as odor, noise, and dust;
- Human health such as exposure of EJ populations to pathogens;

- Public welfare in terms of social conditions such as reduced access to certain amenities like hospitals, safe drinking water, public transportation, etc.; and
- Public welfare in terms of economic conditions such as changes in employment, income, and the cost of housing, etc.

The Corps conducted an evaluation of EJ impacts using a two-step process: as a first step, the study area was evaluated to determine whether it contains a concentration of minority and/or low-income populations. The second step includes evaluation to determine whether the proposed action would result in a disproportionately, high adverse effect on these populations.

As defined in Executive Order 12898 and the CEQ guidance, a minority population occurs where one or both of the following conditions are met within a given geographic area:

- The American Indian, Alaskan Native, Asian, Pacific Islander, Black, or Hispanic population of the affected area exceeds 50 percent; or
- The minority population percentage of the affected area is meaningfully greater than the minority population percentage in the general population or other appropriate unit of geographic analysis.

An affected geographic area is considered to consist of a low-income population (i.e., below the poverty level for purposes of this analysis) where the percentage of low-income persons:

- is at least 50 percent of the total population; or
- is meaningfully greater than the low-income population percentage in the general population or other appropriate unit of geographic analysis.

Step 1: Study Area's Minority and Low-Income Population Average Percentages

Using the USEPA EJAssist Tool, the project areas were identified and the average percentage for the EJ criteria are compared in **Table 15** and **Table 16**. Out of the five projects, the EJAssist tool identified Mayport, Florida, and Jacksonville Beach, Florida, as having minority population and a low-income population.

Table 13. USEPA EJAssist Environmental Justice Criteria Percentages for Mayport, Florida.

	User-Defined Project Area %	Florida State Average %
Minority Population	37%	44%
Low Income Population	47%	37%

Based on the information provided by the USEPA EJAssist tool, the average minority population is approximately 37% of the total population and approximately 47% of the individuals in the project area are considered below the poverty level. Therefore, the study area which comprises Mayport, Florida, does not constitute an EJ community

because the population percentages are below 50 percent, indicating that the study area does not contain a high concentration of minority and low-income population.

Table 14. USEPA EJAssist Environmental Justice Criteria Percentages for Jacksonville Beach, Florida.

	User-Defined Project Area %	Florida State Average %
Minority Population	31%	44%
Low Income Population	32%	37%

Based on the information provided by the USEPA EJAssist tool, the average minority population is approximately 31% of the total population and approximately 32% of the individuals in the project area are considered below the poverty level. Therefore, the study area which comprises Jacksonville Beach, Florida, does not constitute an EJ community because the population percentages are below 50 percent, indicating that the study area does not contain a high concentration of minority and low-income population.

Since Mayport, Florida, and Jacksonville Beach, Florida, do not contain a concentration of minority and/or low-income populations such that it would result in a disproportionate, high adverse effect on these populations, Step 2 is not incorporated.

In summary, the proposed actions would not use methods or practices that discriminate on the basis of race, color, or national origin and would not have a disproportionate effect on minority or low-income communities.

4.27.24 E.O. 13089, Coral Reef Protection.

The EO refers to "those species, habitats, and other natural resources associated with coral reefs." There are no coral reefs within the project footprints. This EO does not apply.

4.27.25 E.O. 13112, Invasive Species.

The proposed activity does not include actions that would introduce invasive species.

4.27.26 E.O. 13186, Migratory Birds.

This Executive Order requires, among other things, a Memorandum of Understanding (MOU) between the Federal Agency and the U.S. Fish and Wildlife Service concerning migratory birds. Neither the Department of Defense MOU nor the USACE' Draft MOU clearly address migratory birds on lands not owned or controlled by the Corps. For many Corps civil works projects, the real estate interests are provided by the non-Federal sponsor. Control and ownership of the project lands remain with a non-Federal interest. Measures to avoid the destruction of migratory birds and their eggs or hatchlings shall be implemented.

5 LIST OF PREPARERS AND REVIEWERS.

5.1 Preparers.

Preparer	Discipline	Role
Wendy Dauberman-Zerby, U.S. Army Corps of Engineers	Biologist	Principal Author
Chris Altes, U.S. Army Corps of Engineers	Archaeologist	Cultural Resources

5.2 Reviewers.

This SEA was reviewed by the Corps, Jacksonville District, supervisory chain of the Environmental Branch.

6 PUBLIC INVOLVEMENT.

6.1 Scoping and Draft SEA.

Pursuant to the National Environmental Policy Act and Corps Regulation, a scoping letter dated December 3, 2018 was issued for this proposed action. Also, the Corps will issue a Notice of Availability (NOA) for the review of the SEA and proposed Finding of No Significant Impact (FONSI) to stakeholders.

6.2 Agency Coordination.

Coordination has been conducted with appropriate agencies and is described in this document. Agency coordination letters and documents can be found in **APPENDIX B**.

6.3 Comments Received and Response.

All comment letters or emails received during the scoping process can be found in **APPENDIX B**. Comments received on the draft SEA will be included in Appendix B of the final document.

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APPENDIX A - COASTAL ZONE MANAGEMENT CONSISTENCY

FLORIDA COASTAL ZONE MANAGEMENT PROGRAM FEDERAL CONSISTENCY EVALUATION PROCEDURES

DUNE RESILIENCY EVALUATION SHORE PROTECTION PROJECTS

NASSAU, DUVAL, ST. JOHNS, AND BREVARD COUNTIES, FLORIDA

1. Chapter 161, Florida Statute (2018) Beach and Shore Preservation. The intent of the coastal construction permit program established by this chapter is to regulate construction projects located seaward of the line of mean high water and which might have an effect on natural shoreline processes.

Response: The proposed addition or resiliency design refinements (dune construction with vegetation; pedestrian access modifications with sand fencing, vehicle access modifications) will not violate the intent of this chapter. The proposed plans and information have been submitted to the State in compliance with this chapter.

2. Chapters 186 and 187, Florida Statute (2018) State and Regional Planning. These chapters establish the State Comprehensive Plan which sets goals that articulate a strategic vision of the State's future. Its purpose is to define in a broad sense, goals, and policies that provide decision-makers directions for the future and provide long-range guidance for an orderly social, economic and physical growth.

Response: The proposed project has been coordinated with various Federal, State and local agencies during the planning process. The projects meet the primary goal of the State Comprehensive Plan through preservation and protection of the shorefront development and infrastructure through erosion control.

3. Chapter 252, Florida Statute (2018) Emergency Management. This chapter creates a State emergency management agency with authority: in order to ensure that preparations of this State will be adequate to deal with, reduce vulnerability to, and recover from such emergencies and disasters; to provide for

the common defense; to protect the public peace, health and safety; and to preserve the lives and property of the people of Florida.

Response: The proposed project involves the addition or resiliency design refinement (dune construction with vegetation; pedestrian access modifications with sand fencing, vehicle access modifications) as a protective means for residents, development, and infrastructure through erosion control located along the Atlantic shoreline within Nassau, Duval, St. Johns, and Brevard counties SPPs; therefore, the proposed work would be consistent with the efforts of Division of Emergency management.

4. Chapter 253, Florida Statute (2018) State Lands. This chapter governs the management of State of Florida [Board of Trustees of the Internal Improvement Trust Fund State](#) Lands, including submerged State lands and resources within State lands. This includes archeological and historical resources; water resources; fish and wildlife resources; beaches and dunes; submerged grass beds and other benthic communities; swamps, marshes and other wetlands; mineral resources; unique natural features; submerged lands; spoil islands; and artificial reefs.

Response: The proposed project complies with State regulations pertaining to the above resources; therefore, it would comply with the intent of this chapter.

5. Chapters 259, 260, and 375, Florida Statute (2018) Land Acquisition for Conservation and Recreation, Greenways and Trails, Outdoor Recreation and Conservation Lands. These chapters authorize agencies of the State of Florida to acquire land: to protect environmentally sensitive areas for conservation; and for outdoor recreation, including greenways and trails.

Response: The proposed project will not have an adverse effect on State-owned environmentally sensitive or recreational lands. It does not require land acquisition for the stated purposes.

6. Chapter 258, Florida Statute (2018) State Parks and Aquatic Preserves. This chapter authorizes the State to manage State parks and preserves. Consistency with this statute would include consideration of projects that would directly or indirectly adversely impact park property, natural resources, park programs, management, or operations.

Response: The proposed project will comply with this chapter and will not directly or indirectly adversely impact park property, natural resources, park programs, management, or operations.

7. Chapter 267, Florida Statute (2018) Historical Resources. This chapter establishes the procedures for implementing the Florida Historic Resources Act responsibilities.

Response: The proposed project has been coordinated with the Florida State Historic Preservation Officer. Historic preservation compliance is complete by letter dated June 14, 2019 (Appendix B) and meets all responsibilities under Chapter 267.

8. Chapter 288, Florida Statute (2018) Commercial Development and Capital Improvements. This chapter directs the State Office of Economic and Demographic Research and the Office of Program Policy Analysis and Government Accountability to evaluate existing State economic development programs (e.g., tax credits, tax refunds, sales tax exemptions, etc.) for effectiveness and value to taxpayers.

Response: This chapter is not applicable as the project does not involve any of the economic incentive programs listed in Chapter 288.

9. Chapters 334, 335, 336, 337, 338, and 339, Florida Statute (2018) Public Transportation. These chapters authorize the planning and development of a safe, balanced, and efficient transportation system.

Response: No public transportation systems would be impacted by this project.

10. Chapter 379, Florida Statute (2018) Saltwater Fisheries. This chapter directs the State to preserve, manage and protect the marine, crustacean, shell and anadromous fishery resources in State waters; to protect and enhance the marine and estuarine environment; to regulate fishermen and vessels of the state engaged in the taking of such resources within or without State waters; to issue licenses for the taking and processing products of fisheries; to secure and maintain statistical records of the catch of each such species; and, to conduct scientific, economic, and other studies and research.

Response: The material (sediment) proposed for the dune resiliency evaluation for shore protection projects in Nassau, Duval, St. Johns, and Brevard counties SPPs has been evaluated in the prior NEPA documents and would not have a substantial adverse effect on saltwater fisheries. The proposed project is consistent with the goals of this chapter.

11. Chapter 379, Florida Statute (2018) Wildlife. This chapter establishes the Florida Fish and Wildlife Conservation Commission and directs it to manage freshwater aquatic life and wild animal life and their habitat to perpetuate a diversity of species with densities and distributions which provide sustained ecological, recreational, scientific, educational, aesthetic, and economic benefits.

Response: The project is expected to have no significant effect on freshwater aquatic life or wild animal life. Consultation for the Endangered Species Act and the Magnuson-Stevens Fishery Conservation and Management Act is being coordinated with the USFWS and NMFS.

12. Chapter 373, Florida Statute (2018) Water Resources. This chapter provides the authority to regulate the withdrawal, diversion, storage, and consumption of water.

Response: This project does not involve water resources as described by this chapter.

13. Chapter 376, Florida Statute (2018) Pollutant Discharge Prevention and Removal. This chapter regulates the transfer, storage, and transportation of pollutants and the cleanup of pollutant discharges.

Response: The contract specifications will prohibit the Corps and/or its contractor from dumping oil, fuel, or hazardous wastes in the work area and will require that the contractor adopt safe and sanitary measures for the recycling or disposal of solid wastes. A spill prevention plan will be required. The proposed project is consistent with the intent of this chapter.

14. Chapter 377, Florida Statute (2018) Energy Resources. This chapter authorizes the regulation of all phases of exploration, drilling, and production of oil, gas, and other petroleum products.

Response: The proposed project does not involve the exploration, drilling or production of gas, oil or petroleum product and therefore, this chapter does not apply.

15. Chapter 380, Florida Statute (2018) Land and Water Management. This chapter establishes criteria and procedures to assure that local land development decisions consider the regional impact nature of proposed large-scale development.

Response: The proposed project will not have any regional impact on resources in the area. Therefore, the project is consistent with the goals of this chapter.

16. Chapter 388, Florida Statute (2018) Mosquito Control. This chapter provides for a comprehensive approach for abatement or suppression of mosquitoes and other pest arthropods within the State.

Response: The proposed project will not further the propagation of mosquitoes or other pest arthropods. Therefore, the project is consistent with the goals of this chapter.

17. Chapter 403, Florida Statute (2018) Environmental Control. This chapter authorizes the regulation of pollution of the air and waters of the State by the FDEP.

Response: An Environmental Assessment addressing the proposed project effects has been prepared and will be reviewed by the appropriate resource agencies including the FDEP. Environmental protection measures will be

implemented to ensure that no lasting adverse effects on water quality, air quality, or other environmental resources will occur. Coordination with the Florida Department of Environmental Protection shall occur prior to construction. The proposed project complies with the intent of this chapter.

18. Chapter 582, Florida Statute (2018) Soil and Water Conservation. This chapter establishes policy for the conservation of the State soil and water through the Department of Agriculture. Land use policies will be evaluated in terms of their tendency to cause or contribute to soil erosion or to conserve, develop, and utilize soil and water resources both onsite or in adjoining properties affected by the project. Particular attention will be given to projects on or near agricultural lands.

Response: The proposed project is not located near or on agricultural lands; therefore, this chapter does not apply.

APPENDIX B - PERTINENT PUBLIC CORRESPONDENCE AND AGENCY DOCUMENTS

Agency Scoping Letter and Comment Response Matrix

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Table 15. Dune Scoping Letter – December 03, 2018

COMMENTS	AGENCY COMMENT	CORPS RESPONSE
Florida State Clearinghouse – Florida Department of Environmental Protection		
Date: December 05, 2018		
Chris Stahl, Coordinator	Email: I got the attached announcement. Are you all wanting a consistency determination or just review? Chris Stahl Chris Stahl, Coordinator Florida State Clearinghouse Florida Department of Environmental Protection 3800 Commonwealth Blvd., M.S. 47 Tallahassee, FL 32399-2400 ph. (850) 717-9076 State.Clearinghouse@floridadep.gov Attachment (December 03, 2018 Scoping Letter)	Wendy Dauberman Chris, Thank you for your email and for being proactive for this project. At this time, we expect the public review period to begin around March/April time-frame. At that time, a consistency determination will be requested from the State. Thank you.
Landstar System Holdings, Inc.		
Date: December 09, 2018		
Patrick J. Murphy VP & Treasurer	Email: I received the scoping letter in the mail. I appreciate receiving this information. I was looking at the project location map. With regard to Section 3, St John's County, St Augustine Beach, does that also include Vilano Beach? My property is located at 4320 Coastal Highway, St Augustine, FL 32084. We suffered a lot of erosion. Any level of beach nourishment in Vilano would be greatly needed and appreciated. Thanks, Pat Patrick J. Murphy VP & Treasurer Landstar System Holdings, Inc. 904.390.1278 pmurphy@landstar.com	Wendy Dauberman Mr. Murphy, Thank you for your e-mail and interest in this effort. The St. John's County, FL, St. Augustine Beach project listed on the scoping letter map does not include Vilano Beach. I apologize for any confusion that receiving this letter may have caused. The letter is associated with an effort to increase the resilience of existing Federal projects such as the one in St. Augustine Beach by adding dune features to the design. However, the Army Corps, in partnership with St. Johns County, has a separate ongoing effort that does involves dune and beach nourishment in Vilano

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		Beach. A coastal storm risk management study has been completed which recommends dune and beach nourishment along approximately 2.6 mile in Vilano Beach. The full report can be viewed at https://www.saj.usace.army.mil/About/Divisions-Offices/Planning/Environmental-Branch/Environmental-Documents/. Your property is located within the area of the proposed project which would extend from the Serenata Condos (about 0.6 mile north of your property) to San Pelayo Ct (about 2.0 miles south of your property). This project is currently in the pre-construction engineering and design phase with construction scheduled for 2020. Best Regards
Seminole Nation of Oklahoma		
Date: January 10, 2018		
Theodore Isham Historic Preservation Officer	Email: The Seminole Nation of Oklahoma requests more information on the proposed plan to modify sand dunes in Florida. I will be in the ft. Lauderdale area on Monday morning 31dec2018 if someone will be available for a short meeting to discuss the projects. Theodore Isham Seminole Nation of Oklahoma Historic Preservation Officer PO Box 1498 Wewoka, Ok 74884 Phone: 405-234-5218 e-mail: isham.t@sno-nsn.gov	Wendy Dauberman Mr. Isham, Thank you for your email. I have cc'd Chris Altes, USACE Archeologist. Mr. Altes will contact you. Thank you.

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South Ponte Vera – Vilano Beach Preservation Association		
Date: December 10, 2018		
Linda Chambless Vice President	Email: Hello Wendy Dauberman-Zerby, The referenced letter has been sent to St Johns County property owners in in the area of the proposed new Federal project for Vilano/South Ponte Vedra Beach, specifically along a segment of Coastal Highway. The recipients are confused, because that project is not an existing project, and the only item in the Project Location Map for St Johns County is for the St Johns County Shore Protection Project (SPP) at St Augustine Beach, which has been ongoing since 2003 and is located south of here. Perhaps the intent is to add the proposed new segment to the current SPP? I have not received this letter, because my property is to the north of the proposed new project. However, as Vice President of the South Ponte Vera – Vilano Beach Preservation Association, I am receiving numerous inquiries from those who have received it. Can you enlighten me regarding the purpose of this letter being sent to property owners along Coastal Highway, so that I can explain it to them? Please either reply or contact me at 904-687-8435. Thanks! Linda Chambless	Wendy Dauberman Miss Chambless, Thank you for your email. I have attached the scoping document in question. Yes, as noted in the document, these are existing Federal Shore protection projects in which the study is evaluating design changes to add or modify sand dunes. The document lists the 16 projects that are being evaluated. Thank you again.
Bel-Aire Beach Apartments		
Date: December 14, 2018		
Craig McAdams	Email: To Whom It May Concern In response to the letter sent December 03, 2018 with regards to the dunes, specifically in Broward County, I would like to be included in any discussion or correspondence. If the situation arises whereby I may attend and observe any meetings pertaining to the dune project I would also like to	Wendy Dauberman Mr. McAdams, Thank you for your email. Yes, you will receive all communications in regard to this study so you have an opportunity to remain involved.

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	attend any such meeting, if possible. My contact information is below. Thank you and Happy Holidays. Sincerely, Craig McAdams Craig McAdams Bel- Aire Beach Apartments 1800 North Broadwalk Hollywood, FL 33019 craiga68@cs.com (954)328-1742 cell	Thank you.
APTIM Coastal, Ports & Marine		
Date: December 14, 2018		
Lauren Floyd Senior Marine Biologist	Email (1): Good afternoon, Ms. Dauberman, I'm writing in response to the Dec. 3, 2018 scoping letter we received regarding the Corps' intent to evaluate adding or modifying dunes in 16 existing CSRM projects. On behalf of Manatee County, we'd like to express our support for this effort and to offer assistance to the Corps in identifying and prioritizing potential areas for dunes in the Manatee County Shore Protection Project. Could you please explain how and when we can provide this help? Also, does Manatee County need to formally reply in writing to this letter within 30 days for any reason? Thanks so much for your assistance, Lauren Lauren Floyd Senior Marine Biologist APTIM Coastal, Ports & Marine O 561 361 3184 M 954 551 2594 E lauren.floyd@aptim.com 2481 NW Boca Raton Blvd.	Wendy Dauberman Lauren, Thank you for your email. I am saving your email to the file. It is not necessary for Manatee County to formally reply to this scoping letter unless you have something you would like address. Upon completion of the supplemental environmental assessment (SEA) document, it will be send out for public review. If you have comments or concerns during the public review of this document; that would be a good time to respond with issues to be addressed. This SEA will be sent out during the May/June 2019 time-frame. Thank you again for your email.

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	Boca Raton, FL 33431 APTIM.com Email (2): Thanks very much. If you have a notification list for the public comment period for the SEA, please add my email (and those cc'd here) to it. Thank you, Lauren	Wendy Dauberman Good morning Lauren. Mailing addresses will be used for future notifications as opposed to emails. I will ensure your mailing address is on the mailing list so future notifications are received. Thank you again for reaching out.
Date: December 19, 2018		
Michael Laszlo	Email (1): Ms. Dauberman, I received the attached document, concerning a Federal CSRM project that affects our city, without context. Would you kindly provide relevant documents or references that explain and pertain to this project? Respectfully, Michael Laszlo Boca Raton Attachment (1): Palm Beach County, FL, Shore Protection Project ; Limited Reevaluation Report for North Boca Raton Second Periodic Renourishment with Environmental Assessment – April 2008 Email (2): Wendy, Is it possible to find out the north-south extent of the shoreline along North Boca Raton (where I live) to which the project applies? And how these	Wendy Dauberman Mr. Laszlo, Thank you for your email. As information becomes available for this study, it will be mailed out to the public for review. Mr. Laszlo, Thank you again for your email. Below is some information to answer your questions.

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	particular shoreline extents were selected for the project. And how the dune template will be developed, and what is the existing beach template to which it will be compared? It's difficult to provide 'views and comments on the proposed evaluation' without more information about the proposed evaluation. Is there no background or context? Respectfully, Michael Laszlo Email (3): Wendy, Thank you for the information. I'll go through this and will provide comments if appropriate. Regards, Michael Laszlo	The north-south extent of the North Boca Raton Segment is approximately 1.5 miles from about 1,000 feet north of NE Spanish River Blvd to the north side of Red Reef Park. This particular extent has been authorized for Federal participation through 2038 and the non-federal sponsor for the project is the City of Boca Raton. The existing authorized beach template is a 50' wide beach plus advance fill with a berm elevation of +9 feet NGVD as documented in the 2008 Limited Reevaluation Report (attached). A dune template will be developed to generally mimic existing dunes in the project area and follow USACE design guidance as well as any local guidelines for dune construction if they exist. A draft Engineering Documentation Report (EDR) with more detailed information is being prepared and will be provided for review and comment. We look forward to receiving comments and will be taking them into consideration as we complete the study. Thank you.
Date: December 21, 2018		
Douglas W. Mann, P.E., D.CE. Lead Coastal Engineer	Email: Dear Ms. Dauberman: Please accept the attached letter to you in response to the public scoping request. The letter to Ms. Pfaff is the referenced enclosure. If you have any questions, please call me. DOUGLAS W. MANN, P.E., D.CE. Lead Coastal Engineer APTIM Coastal, Ports & Marine O 561 361 3148	Wendy Dauberman Mr. Mann, Thank you for your email. I appreciate your sending it.

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COMMENTER	AGENCY COMMENT	CORPS RESPONSE
	M 561 400 7766 E douglas.mann@aptim.com 2481 NW Boca Raton Boulevard Boca Raton , FL 33431 Attachment (Letter 1): To – Ms. Wendy Dauberman of USACE, Jacksonville District From – Douglas W. Mann, P.E., D.CE. of Aptim Environmental & Infrastructure, Inc. Subject: Response to Scoping Letter-Dunes Date: December 21, 2018 This letter is in response to Gina Paduane Ralph’s scoping letter of December 3, 2018 regarding the USACE’s effort to review and possibly amend the existing authorization of the Coastal Storm Risk Management project for Broward County, Florida. I represent Mr. Oscar Belaiche who owns the property at 2300 Bay Drive, Pompano Beach Florida. The property is located within the limits of the original authorized shore protection project located between Hillsboro Inlet and Port Everglades (also known as Segment II). Support The shore protection project located immediately south of Hillsboro Inlet has performed well overall and offers significant shore protection benefits to the upland properties, while incidentally providing recreational benefits along the publicly accessible shoreline. Nevertheless, the natural and manmade dunes within the Segment II project have from time to time been impacted by storm surges and waves overtopping the berm. The dunes are not presently included in the Federal project and as a result are the responsibility of the non-Federal partner (Broward County) and individual owners to maintain. We support the USACE investigating whether a dune cross section should be added to the authorized Federal beach design section within Segment II. We believe that a continuous and uniform minimum dune cross section throughout Segment II will afford greater storm protection to upland properties and infrastructure and can be accomplished with limited increase in project costs.	

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	Concerns 1. In 1983, Segment II was nourished near its northern limits with a full design section constructed at FDEP monument R26 and a taper section toward the north. This sand placement may have been terminated due to recent sand placement by the Hillsboro Inlet District. The beach immediately adjacent to the jetty is subject to significant fluctuations as a result of the bypassing. As such, there is a need for the USACE to insure that the entire congressionally authorized reach be maintained. During any review by the USACE of dunes in the Segment II Federal shore project, we request that the northern limit of the Federal project be codified as being at the south jetty of Hillsboro Inlet. 2. Recent wave action coupled with lower bypassing of sand at Hillsboro Inlet have led to high erosion rates at the beaches within 1500 feet south of the south jetty of Hillsboro Inlet (Olsen Associates, 2018). This erosion has impacted the beach berm and the dunes within this area; thus, the storm protection in this area has diminished. It is requested that a determination be made as to the following: a. Whether the Federal authorized beach cross section is in place. Insufficient beach width and height will not allow stable dunes to reside at the landward extend of the beach. b. Whether Federal action is required to reconstruction this beach section; c. Whether there is sufficient Federal interest (storm protection benefits) to expand the Federal design cross section to include a dune; d. Whether there is sufficient sand existing to fill the potential dune feature, or whether additional sand is needed. We have previously notified the USACE Jacksonville District regarding our opinions of items a and b (enclosed). 3. While a uniform and continuous dune is desirable, it is requested that the USACE design a few locations along Segment II reach to allow beach maintenance equipment, emergency service vehicles,	

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	and beach related construction equipment to traverse the dunes. This will facilitate operations and maintenance of the beach and dune infrastructure as well. If you have any questions please call me. Very truly yours Douglas W. Mann, P.E., D.CE. Lead Coastal Engineer Aptim Environmental & Infrastructure, Inc. cc. Oscar Belaiche Attachment (Letter 2): To - Nicole Sharp, P.E of Broward County & Lacey Pfaff of Army Corps of Engineers From – Douglas W. Mann, P.E., D.CE. of Aptim Environmental & Infrastructure, Inc. Subject: Broward County, Florida Shore Protection Project Segment II, Possible FCCE Project Date: November 05, 2018 This letter is to request your assistance with the restoration of the Federal shore protection project immediately south of the Hillsboro Inlet within Segment II of the Federal shore protection project. I am representing Mr. Oscar Belaiche of 3698136, LP which owns the property 2300 Bay Drive, Pompano Beach. This property is immediately north of the private access point for the Hillsboro Shores Improvement Association. This property and the adjoin properties have suffered significant erosion over the last two years as a result of Hurricane Irma and other storm events, which has left the upland properties with less storm damage protection than that authorized by the Broward County Shore Protection Project for Segment II. The erosion has progressed to the point that the shoreline is now landward of the Erosion Control Line (Figure 1). The berm is deflated (Photo 1) and waves can impact the dunes during elevated tide conditions	

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	(Photo 2). Mr. Belaiche reports that 10 to 15 feet of dune were lost during last winter storms.   Photo 2. Storm waves during January 2018 storm event. Photo by Oscar Belaiche. Photo 1. Beach Conditions on September 27, 2018 at 3691836 LP property. Historical Maintenance of the Beach Since the completion of the 1983 Federal nourishment of the beach, the beach has been indirectly maintained dredging by the Hillsboro Inlet District. While the aerial photographic record indicated that the beach width has fluctuated with the bypassing, the resulting conditions have usually supported the Federal shore protection design section and have not required direct Federal nourishment. The current conditions beach may be the result of the effects of Hurricane Irma combined with below average channel shoaling (and hence dredging) in 2017. Request A recent newspaper article (September 19, 2018 Sun Sentinel) indicated that the USACE was planning on correcting the Hurricane Irma related erosion by the placement of 388,000 cy in fall 2019. During the USACE planning for this restoration of the Federal shore protection project in Segment II, it is requested that the beach cross sections between FDEP monuments R-25 and R-26 be restored to their original constructed widths and elevations. To assist the USACE with restoring the width and elevations of this section of the beach, I have located the 183 construction plan of which I have attached pertinent section (Figures 2 and 3). For reference, Mr. Belaiche's property is located immediately north of monument R-25.5. It is also requested that you keep is informed on the planning of the Federal restoration effort. If you have any questions please call me.	

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	Very truly yours Douglas W. Mann, P.E., D.CE. Lead Coastal Engineer Aptim Environmental & Infrastructure, Inc. cc. Oscar Belaiche, for 3698136 LP	
Lee County Government		
Date: December 17, 2018		
Stephen Boutelle Marine Operations Manager	Email: Ms. Dauberman, Lee County is supportive of the Corps project to evaluate design changes to add or modify sand dunes for the Gasparilla Segment of the Lee County Shore Protection Project. The addition of dunes and/or dune vegetation is considered to be a best management practice. The 2007 construction of the Gasparilla Project by Lee County included a non-Federal sand dune for a portion of the project because we believed it to increase project benefits and resiliency. Inclusion of dunes is supported by several policies in Lee County's Comprehensive Plan including the following. Boca Grande Community Plan. Policy 19.4.3: Preserve the beach dune system, beach dune vegetation, and beach dune wildlife, by discouraging any construction seaward of the 1978 Coastal Construction Control Line. This policy will not apply to the placement of raised walkways intended to cross over the dune system from adjoining properties, nor will it apply to bona fide beach renourishment and shoreline protection efforts. Lee County will support the State's efforts to protect the beach dune system, beach dune vegetation, and beach dune wildlife communities on Gasparilla Island. Boca Grande Community Plan. Policy 19.4.4: Beach renourishment efforts will include the re-establishment of a beach dune system, beach dune vegetation, and beach dune wildlife communities, including nesting birds and turtles, to the greatest extent practicable. Any rock or hard revetment will be covered with sand and planted with salt resistant native plants.	Wendy Dauberman Good morning Steve. Thank you for your email and the information in it. I appreciate it. Have a great day!

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	Hazard Mitigation. Policy 110.1.1: Regulations and incentives will be examined for additional setbacks in critical erosion areas, conservation and enhancement of dunes and vegetation, flood proofing of utilities, and appropriate requirements for structural wind resistance and floodplain management. Coastal Planning Areas. Policy 113.3.1.12. Requiring the installation of dune vegetation as a component of all County funded renourishment projects. We encourage the Corps to complete the evaluations quickly and look forward to further participation in the process. Sincerely, Steve Boutelle Marine Operations Manager Lee County - Natural Resources Division 1500 Monroe Street Fort Myers, Florida 33901 Ph: 239-533-8128 FX: 239-485-8408 sboutelle@leegov.com www.leegov.com	
Environmental Protection Agency (EPA)		
Date: December 18, 2018		
Chris Militscher Chief, NEPA Program Office	Email: Ms. Dauberman-Zerby: Please see EPA's comments below: U.S. Environmental Protection Agency (EPA) Scoping Comments for the Jacksonville District, U.S. Army Corps of Engineers (USACE) Coastal Risk Management Study (CSRM) National Environmental Policy Act (NEPA) Document December 18, 2018 Background: On December 13, 2018, the EPA Region 4 NEPA Program Office received a letter dated December 3, 2018, from the Jacksonville District, USACE as the lead Federal agency announcing that the scoping process had been initiated for the Federal CSRM projects in 10 Florida	Wendy Dauberman Chris, Thank you for your email. I appreciate your comments. Have a nice day!

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	counties and NEPA document. The EPA understands that the USACE has not decided whether to prepare an Environmental Assessment or Environmental Impact Statement and will determine the level of NEPA later in the process. As stated in the letter, the purpose of the CSRMS is to evaluate each of the 16 existing Federal CSRMS projects to determine whether addition or modification of dunes will contribute to authorized project purposes and opportunities to increase project robustness, resiliency and reliability. The letter identifies the 10 counties, the 16 project areas and their respective shoreline lengths. General Technical Comments and Recommendations: Wetlands: The EPA recommends the USACE avoid and minimize impacts to wetlands and mitigate wetland impacts according to the Clean Water Act Section 404(b)(1) Guidelines and related regulations. Dredging activities could cause salinity levels to increase, which could convert freshwater/brackish wetlands into saltwater marshes. The EPA also recommends the USACE evaluate potential impacts to increases in salinity levels due to any dredging activities. The EPA recommends the USACE evaluate the potential increases in salinity and document any potential conversion of freshwater wetlands into saltwater marshes and avoid, minimize and mitigate these impacts, as appropriate. Additionally, the EPA recommends that the USACE avoid, minimize and mitigate any impacts to Submerged Aquatic Vegetation (SAVs). Water Quality: The EPA recommends the USACE evaluate potential impacts related to water quality such as potential increases in salinity, sedimentation, dissolved oxygen and re-suspension of nutrients, etc., and explore opportunities to minimize these potential impacts during the risk management study process. Groundwater and Drinking Water: The EPA has identified that increasing salinity levels within the drinking water aquifer as a potential issue associated with sea level rise. The EPA notes that saltwater intrusion is presently an issue with the Biscayne Aquifer, which is a drinking water source for many coastal Florida counties. The EPA also notes that presently there is a large saltwater plume beneath the Florida Power and Light's Turkey Point Nuclear Plant located near Homestead, Florida. The EPA recommends the USACE fully and rigorously evaluate the proposed projects	

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	impacts on the Biscayne Aquifer especially regarding impacts related to sea level rise and saltwater intrusion. Coral Reefs: The EPA notes that dunes enhancements involving increased dredging activities could impact coral reefs. The EPA notes that a National Marine Fisheries Service (NMFS) supported study found that previous USACE dredging in 2013-2015 in the Miami Harbor led to extensive mortality and partial mortality of hard coral complexes, as well as the loss of other coral community species. This study notes: “Results indicate increased sediment accumulation, severe in certain times and places, and an associated biological response (e.g., higher prevalence of partial mortality of corals) extended up to 700 m from the channel, whereas project-associated monitoring was limited to 50 m from the channel.” The study concludes that: “Dredging projects near valuable and sensitive habitats subject to local and global stressors require monitoring methods capable of discerning non-dredging related impacts and adaptive management to ensure predicted and unpredicted project-related impacts are quantified.” If potential coral reef impacts are identified, the EPA recommends that the Jacksonville District identify an Interagency Work Group (IWG) and member agencies to draw upon their expertise in avoiding, minimizing and mitigating impacts to coral reefs. The EPA also encourages the USACE to apply lessons learned from the previous Miami Harbor dredging project so that future coral reef damages are avoided if additional dredging activities are planned. Everglades National Park, Biscayne National Park and Biscayne Bay Aquatic Preserve: The EPA notes that the project study area includes highly valued national and state protected lands such as Everglades National Park, Biscayne National Park and Biscayne Bay Aquatic Preserve. The EPA recommends that the USACE avoid, minimize and mitigate any project impacts to these protected lands and disclose any impacts in the NEPA document. The EPA also recommends the USACE include the state and Federal trustees of these lands (National Park Service and Florida Department of Environmental Protection) as cooperating agencies and/or members of the Project Delivery Team.	

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	Recreation: The EPA recommends the USACE document any impacts to tourism and recreation (even temporary) such as beach closures, commercial and recreational fishing impacts, park and boat ramp closures, impacts to diving and snorkeling, etc. Additionally, the EPA recommends the USACE document and disclose any impacts to the local community and economy due to potential impacts to the recreation and tourism industry. Green Infrastructure: When possible, the EPA encourages the USACE to use green and sustainable infrastructure as project measures or features. The EPA also encourages the USACE to consider the concepts of living shorelines and other natural features to reduce damages from storms. Please contact Jamie Higgins of my staff at higgins.jamie@epa.gov or (404)562-9681 should you have questions. Thank you. Christopher A. Militscher Chief, NEPA Program Office USEPA Region 4 61 Forsyth Street, SW Atlanta, GA 30303 404-562-9512	
Boca Raton		
Date: December 19, 2018		
Michael Laszlo Boca Raton	Email (1): Ms. Dauberman, I received the attached document, concerning a Federal CSRM project that affects our city, without context. Would you kindly provide relevant documents or references that explain and pertain to this project? Respectfully, Michael Laszlo Boca Raton	Wendy Dauberman Mr. Laszlo, Thank you for your email. As information becomes available for this study, it will be mailed out to the public for review.

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COMMENTER	AGENCY COMMENT	CORPS RESPONSE
	Email (2): Wendy, Is it possible to find out the north-south extent of the shoreline along North Boca Raton (where I live) to which the project applies? And how these particular shoreline extents were selected for the project. And how the dune template will be developed, and what is the existing beach template to which it will be compared? It's difficult to provide 'views and comments on the proposed evaluation' without more information about the proposed evaluation. Is there no background or context? Respectfully, Michael Laszlo	Wendy Dauberman Mr. Laszlo, Thank you again for your email. Below is some information to answer your questions. The north-south extent of the North Boca Raton Segment is approximately 1.5 miles from about 1,000 feet north of NE Spanish River Blvd to the north side of Red Reef Park. This particular extent has been authorized for Federal participation through 2038 and the non-federal sponsor for the project is the City of Boca Raton. The existing authorized beach template is a 50' wide beach plus advance fill with a berm elevation of +9 feet NGVD as documented in the 2008 Limited Reevaluation Report (attached). A dune template will be developed to generally mimic existing dunes in the project area and follow USACE design guidance as well as any local guidelines for dune construction if they exist. A draft Engineering Documentation Report (EDR) with more detailed information is being prepared and will be provided for review and comment. We look forward to receiving comments and will be taking them into consideration as we complete the study. Thank you.
City of Hollywood		
Date: December 19, 2018		
Lorie Mertens Black	Email: Please see the attached letter from the city of Hollywood in response to the scoping letter dated Dec. 3, 2018.	Wendy Dauberman Lorie,

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COMMENTER	AGENCY COMMENT	CORPS RESPONSE
Chief Civic Affairs Officer	Happy Holidays! Lorie Mertens Black Chief Civic Affairs Officer City of Hollywood 954-921-3599 Attachment (Letter): Date: December 20, 2018 Dear Ms. Dauberman, I am providing comments as part of the scoping process to evaluate design changes to add or modify sand dunes in 16 existing Federal Shore protection projects specifically Segment 3 in Broward County. We appreciate this effort of the USACE to allow for dunes to be included within the federally authorized project template and for Federal cost share eligibility. The City of Hollywood represents 7 miles of beach included in the Segment 3 project. As a coastal city, Hollywood benefits tremendously from its successful beachfront community. The 2.5 mile Broadwalk, located adjacent to central beach, is like no other in Florida and provides recreational amenities for residents and tourists alike. Adjacent property has a taxable value of \$4.3 billion with a mix of commercial and residential properties. Hollywood recognizes the importance of dunes in reducing erosion, protecting adjacent infrastructure, and capturing sand. The City Commission created a Taskforce in January 2018 to assist staff in the development of a Dune Master Plan. This plan will provide guidance in the strategic placement of dunes and create maintenance standards. The plan is anticipated to be completed by summer 2019. As the Hollywood Dune Master Plan will provide a local standard for existing and new dunes, we request that this plan be considered for incorporation into standards developed for Broward County Segment 3 Project. If you have any questions, please contact me at 954-921-3201 or lm-b@hollywoodfl.org.	Thank you for your email. I am forwarded your email to the appropriate individuals. Happy Holidays!

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COMMENTS	AGENCY COMMENT	CORPS RESPONSE
	Sincerely, Lorie Mertens Black Chief Civic Affairs Officer C: City Manager City Commission	
U.S. Fish and Wildlife Service		
Date: December 19, 2018		
Jeff Howe Coastal Fish & Wildlife Biologist South Florida Ecological Services Office	Email: Hello Wendy: In regard to the Corps' 3 December 2018, letter concerning the Corps' evaluation of 16 existing Federal CSRM projects to determine whether additional or modification of dunes will contribute to authorized project purposes, etc., will we have access to additional project specific information to comment on? Thank you, Jeff Howe Coastal Fish & Wildlife Biologist U.S. Fish & Wildlife Service South Florida Ecological Services Office 1339 20th Street Vero Beach, Florida 32960 (772) 469-4283 (Office) (772) 562-4288 (FAX)	Wendy Dauberman Hi Jeff. Thank you for your email. Yes, there will be more specific information provided on this study during the public review period. This will probably occur around the May or June time-frame. Thanks.
Palm Beach County Government		
Date: December 21, 2018		
Deborah Drum Director of Environmental Resource Management	Letter: Dear Ms. Dauberman: This is to affirm the support of Palm Beach County's Department of Environmental Resources Management (ERM) for the evaluation of design changes to add or modify sand dunes in the five Federal Coastal Storm Risk Management (CSRM) projects located within Palm Beach County. Palm	Thank you for your comment.

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	Beach County has successfully constructed numerous dune features throughout the county over the last 20 years and considers them an integral design element. Dunes provide a reserve of sand within the active beach system and vegetated dunes provide additional erosion protection. Dunes aid in controlling light pollution and reduce sea turtle disorientations. Recent storm have shown that areas with shoreline protection projects including dune features fared better than areas without projects. Palm Beach County ERM encourages the evaluation, by the Army Corps of Engineers (Corps), or existing CSRMs projects for the inclusion of dune features, as supplemental elements to existing project templates and associated volumes. Sincerely, Deborah Drum, Director Environmental Resources Management	
City of Jacksonville		
Date: December 28, 2018		
John P. Pappas, P.E. Director of Public Works	Email: Ms. Dauberman Zerby, In response to Dr. Gina Paduana Ralph's 12/3/18 "scoping letter" associated with the potential incorporation of Dune to the Duval County Federal Shore Protection Project, the City of Jacksonville supports the incorporation. As offered by Dr. Ralph's letter, attached herewith is the City of Jacksonville's views and comments concerning the subject. Please let me know if you have any questions or require additional information. Thank you for the opportunity to provide input into this very important subject. John P. Pappas, P.E. Director of Public Works City of Jacksonville	Wendy Dauberman Dear Mr. Pappas, Thank you for your email and interest and support in this effort. Your understanding of the need for projects like is appreciated.

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COMMENTER	AGENCY COMMENT	CORPS RESPONSE
	Attachment (Letter 1): Re: Incorporation of Dunes to Duval County Federal Shore Protection Project Dear Ms. Dauberman: The following responds to the District’s scoping letter dated December 3, 2018 in regard to the evaluation of sand dunes in existing Federal Shore protection projects. The City of Jacksonville, as the non-Federal sponsor of the Duval County, FL Federal Shore Protection Project, supports the adoption of dune restoration and maintenance within the cost-shared Federal project. As you are aware, a dune element is already included within the Duval County project through Section 934 Study Re-Evaluation Report with Environmental Assessment (October 1990). However, the ASA approval of that study, dated February 3, 1992, stated that operation, maintenance, repair and rehabilitation of sand fencing and grassing (i.e., “dunes”) will be a non-Federal responsibility. As such, the City of Jacksonville has restored and maintained the sand dune along the Federal shore protection project at 100% non-Federal cost, with some of the work being conducted through Corps’ contracts on behalf of the City with City funds. Most recently, this includes repair of the dunes after sever erosion damage by Hurricane Matthew in 2016 and Hurricane Irma in 2017. The value of the dunes for flood risk reduction and shore protection is indisputable. The robust sand dunes along the Duval County shore protection project, constructed from the early 1990’s, clearly prevented wide scale flooding of the Jacksonville Beaches from Hurricane Matthew in 2016. In those locations where the dune was compromised or missing (such as street-end vehicle access paths), inland flooding, over wash and inundation along several city blocks was observed. Otherwise, the vegetated sand dunes – though severely eroded by the storm – prevented shorefront flooding, despite complete over wash of the beach berm. As a result, the Jacksonville Beaches were nearly fully functional within a day after the storm. Furthermore, the rapid repair of the dunes, completed within just 9 months after Hurricane Matthew – proved its value by again preventing upland flooding and shorefront damage from Hurricane Irma, one year after Matthew. While Matthew and Irma were of similar intensity,	

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	flooding and damage was even less in Irma than in Matthew beaches, in part, almost all of the previous gaps in the dune has been closed by the post-Matthew dune repairs (or temporarily closed at street-end vehicle access paths, by sand scraped from the high tolerance beach berm). Dune vegetation was installed after the post-Matthew repairs, and it will be re-installed after the post-Irma repairs. Vegetation is also planted annually by local interests. Sand fencing is typically discouraged where the dune is already rebuilt, so that the dune does not advance anomalously upon the authorized beach berm. The appropriate dimensions of the dune (height, width, slopes, seaward location) have been determined and implemented as part of the post-Matthew and post-Irma dune repairs constructed by the District with city funds. These dimensions reproduce the pre-storm dune dimensions recorded by monitoring surveys prior to Hurricane Matthew, albeit shifted about 10 to 20 feet landward to correct seaward encroachment of the dune upon the active berm. The City of Jacksonville supports Federal costs-share adoption of the dune feature into the shore protection project, and it supports consideration of actions that will mitigate storm water discharge and that will address gaps in the dunes while still ensuring safe access for life-safety, monitoring, maintenance, and heavy construction vehicles. The Corps is encouraged to coordinate closely with the City of Jacksonville, and the Beaches Cities, during its formation of concepts and plans for dune improvements. Please contact me at (904) 255-2748 if you have any questions regarding these observations. Thank you for the opportunity to comment on this matter. Sincerely, John P. Pappas, P.E. Director Cc: Jason Harrah, USACE/SAJ Honorable Charlie Latham, Mayor of the City of Jacksonville Beach Honorable Elaine Brown, Mayor of the City of Neptune Beach Honorable Ellen Glasser, Mayor of the City of Atlantic Beach Honorable Bill Gulliford, City of Jacksonville, District 13 Councilmember Sam E. Mousa, Chief Administrative Officer, City of Jacksonville Kevin Bodge, Olsen Associates Inc.	

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COMMENTER	AGENCY COMMENT	CORPS RESPONSE
	Ed Starnes, P.E., Acting Chief, Engineering & Construction Management Division Gary Goldsberry, P.E., Engineering & Construction Management Division	
Youth Environmental Alliance (YEA)		
Date: December 29, 2018		
Lee Gottlieb Director of Community Outreach	Email: Hello Wendy Please see our comment regarding the scoping process to evaluate design changes to add or modify the 16 existing Federal Shore protection projects for Segment 3, Broward County as well as the other miles of beach / shoreline in Broward County. We are very pleased that the USACE is considering mandating dunes / dune restoration to be included as part of the Federal authorized project template. Lee Gottlieb Director of Community Outreach Youth Environmental Alliance (YEA) www.yeafrog.org Attachment (Letter 1): December 27, 2018 Dear Ms. Dauberman: This letter is sent on behalf of the Youth Environmental Alliance (YEA), a South Florida based 501(c) nonprofit organization to provide brief comments as part of the scoping process to evaluate design changes to add or modify the 16 existing Federal Shore protection projects for Segment 3 in Broward County, as well as the other miles of beach / shoreline in Broward County. We are very encouraged that the USACE is considering mandating dunes / dune restoration to be included as part of the Federal authorized project template.	Wendy Dauberman Dear Mr. Gottlieb, Thank you for your email and support of this effort. Your understanding of the need for projects like this is appreciated. You will receive more information on this study as it becomes available. Thank you.

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	We firmly believe that the restoration of our coastal dune system should be an integral part of ALL future beach re-nourishment project. Our organization firmly believe that the dune system: 1) Provides a natural barrier between the ocean waves and valuable residential property and that without the dune, our coastline and coastal properties would be vulnerable to storm surge, stronger winds, sand displacement and the rising sea levels predicted for the future. 2) Is an effective method to mitigate future beach erosion. 3) Helps restore and protect wildlife habitat for animals such as sea turtles, pollinators, nesting migratory birds and shorebirds 4) Affords a first line of coastline defense in the protection of the property and infrastructure. In advance of future beach re-nourishment project, our organization endorses and supports the efforts of our coastal municipal partners, the Town of Lauderdale-by-the-Sea and the City of Hollywood, in developing a Dune Master Plan. Please review and incorporate the feedback you receive so that the local standard in Broward County for existing and new dunes is followed for the Broward County Segment 3 Project and all of the County's Federal Shore Protection Projects. Feel free to contact me at 954-684-0609 or lee@yeafrog.org. Kind regards, Lee Gottlieb Director of Community Outreach Youth Environmental Alliance Office: (954) 382-0188 Fax: (954) 382-9770 www.YEAfrog.org	
South Florida Audubon Society		
Date: December 30, 2018		
Doug Young COO, South Florida Audubon Society	Email: Hi Wendy:	Wendy Dauberman Dear Mr. Young,

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COMMENTER	AGENCY COMMENT	CORPS RESPONSE
Board Member, Audubon Florida representing SE Florida Member, Florida Shore and Beach Preservation Association Member, SE Florida Shorebird Alliance	Attached is a letter from South Florida Audubon Society (SFAS) with brief comments addressing the changes to 16 existing Federal Shore protection projects for Broward County – Segment 3 as well as many additional miles of the shoreline in Broward County. SFAS is 100% supportive of USACE making dunes / dune restoration mandatory for Federal projects. Please add SFAS to the mailing list if not already on: South Florida Audubon Society 10871 W Clairmont Circle Tamarac, FL 33321-5806 Thank you and Have a Happy New Year 2019! Kind regards. Cheers, Doug Doug Young, COO South Florida Audubon Society Board Member, Audubon Florida Member, Florida Shore and Beach Preservation Association Member, SE Florida Shorebird Alliance dyoung@southfloridaaudubon.org 954-232-1956 Attachment (Letter): Dear Ms. Dauberman: This letter is sent on behalf of the South Florida Audubon Society (SFAS) Board of Directors and the membership of the Broward County Audubon to provide brief comments as part of the scoping process to evaluate design changes to add or modify not only the 16 existing Federal Shore protection projects for Segment 3, Broward County as well as the other miles of beach / shoreline in Broward County. We are very pleased that the USACE is allowing dunes / dune restoration to be included as part of the Federal authorized project template.	Thank you for your email and support of this effort. Your address has been added to the mailing list and you will be notified as more information becomes available on this study. Thank you.

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	We endorse and support coastal dune restoration projects. The South Florida Audubon Society believes dunes are important because they provide a first line of defense, a barrier against sea level rise and beach erosion which provides needed resiliency to help Southeast Florida provide a sustainable coastline / habitat for marine life and the community. One of our key conservation initiatives involves multiple projects along the beaches / shoreline of Broward County for Coastal Dune Restoration Projects. With our partner organizations and the support of corporate sponsors and their employee volunteers as well as hundreds of student and adult volunteers, we have been planting tens of thousands of sea oats and diversity plants from Deerfield Beach at the North to Hallandale Beach at the South. Please review and incorporate the feedback you receive so that the local standard in Broward for existing and new dunes is followed for the Broward County Segment 3 Project and all of the County's Federal Shore Protection Projects. Feel free to contact me at 954-232-1956 or dyoung@southfloridaaudubon.org Kind regards, Doug Young COO, South Florida Audubon Society Board Member, Audubon Florida representing SE Florida Member, Florida Shore and Beach Preservation Association Member, SE Florida Shorebird Alliance 954-232-1956 dyoung@southfloridaaudubon.org www.southfloridaaudubon.org	
Turtle Dunes Property Managers, LLC		
Date: December 30, 2018		
Angelica Palank-Sharlet President, Turtle Dunes Property Managers, LLC	Email (1): As the sole shareholder of a Florida Limited Liability Corporation which holds title to a home at 147 North Beach Road on Jupiter Island, Florida, I would like to make comments and communicate our unique situation. For ease of communication, I will refer to this property as my house.	Wendy Dauberman Dear Angelica Palank-Sharlet, Thank you for your email and interest in this effort. Your property at 70 Bay Colony Lane is located about 0.5 miles west of the Broward County Segment II

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	Upon viewing the property, whether on-site or by documentation, one will notice that this little home is one of the most northward of any on the ocean of Jupiter Island, and that our parcels are very narrow, with our structures on the primary dune. We are in a very different circumstance than any other, with my property being at the highest risk. If I am understanding the communications I have received from Jupiter Island, as well as the Army Corps of Engineers, the proposed changes would appear positive in creating a broader protection of sand behind my structure. Obviously that would be desirable to me. However, I wanted to have a discussion that I believe would only impact my property, and none of my neighbors. As all involved are aware, we have had some very serious periods of erosion, and can always expect more. During some of these events I have had discussions with John Duchock, the Beach District Manager for Jupiter Island, as well as the local person for Florida's Department of Environmental Protection. There are some pictures that would better help visualize the unique threat to my home alone, but pictures do not explain some issues that I perceive to be relevant. Of the last six homes at the north end of the beach, three had concreted in large revetments before they were stopped. The two houses to the north of me were allowed to be raised--the northernmost only after it fell into the ocean, and my next neighbor north more recently by approvals, but which had been allowed a very extensive revetment over several years. Differently, my home had a small revetment, placed against my will, because I was working to completely rebuild my house, and the small revetment actually caused intrusion in the existing house because it was three feet taller than my floor level. While seeking to rebuild, Jupiter Island would not allow me to raise my structure onto pilings, instead obligating me to pour my new foundation three feet deeper, thus four-and-one-half feet thick. That house is now over 13 years old, and is not a candidate for raising it any longer, due to the weight of the structure with the "new" foundation. My unique concern is that our very narrow revetment, in times of severe erosion, shows to be quite inadequate in supporting the structure itself. I have asked repeatedly, during such periods where even the base of the revetment itself are exposed, to be allowed to bring in more rocks to support the base of the revetment--not to the full height of the revetment,	Project. The potential addition of dune features to this project should not have any impacts to your home. Your property at 147 North Beach Road on Jupiter Island is not part of an authorized Federal Project and is not being investigated as part of the effort described in the scoping letter that you received. We are not able assist with the issues that you are having at your Jupiter Island property. Those issues will need to be resolved with Jupiter Island the Florida Department of Environmental Protection. Best regards

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	but to add lower strength for this narrow stack of rocks. Otherwise, I have asked to a special exception to be allowed to have concrete shot into the openings between the rocks so as to strengthen the total revetment structure. This would need to be done while sand is not present. We much appreciate our annual turtle nursery, and want to support more nesting. However, turtles do not lay eggs in boulders or in tides, and that is all that exists during these erosion events. That is why I am asking that, before this expansion is finalized, that boulders be brought in against the lowest part of my revetment, and only then covered with sand. Because of what my neighbors on each side has done on their properties, my property is more severely scoured. I walk the beach frequently as well as paddle along the shore, and there is no other home that has these threats. I have been placed in a unique set of circumstances through no fault of my own, and ask for help that is extremely minimal compared to those around me, and the exposure to complete loss of a valuable home. Thank you for allowing my comments, and I hope to hear from your agency about how we can resolve this issue. My home address is 70 Bay Colony Lane, Fort Lauderdale, Florida 33308, and my cell phone number is (954)849-2628. Sincerely, Angelica Palank-Sharlet President, Turtle Dunes Property Managers, LLC Email (2): Please accept my apology for confusing which home was relevant to the letter. Thank you for responding. Angelica Palank-Sharlet	
Hillsboro Shoes Improvement Association, Inc. (HSIA)		
Date: January 02, 2019		
Sam Tedesco Chair - Beach Committee	Email: Ms. Dauberman, Please see the attached response to Gina Paduano Ralph's Scoping letter of Dec 3, 2018 along with several photographs taken in the last 3 days. This	Wendy Dauberman Dear Mr. Tedesco, Happy New Year to you as well.

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2nd VP/HSIA Board	letter is from Matt Herren, President of the Hillsboro Shores Improvement Association (HSIA), representing over 350 families on the South side of the Hillsboro Inlet. Thank you and Happy New Year! Sam Tedesco Chair - Beach Committee 2nd VP/HSIA Board 954-254-3244 Attachment (Letter): Re: CSRM Project Scoping Letter dated Dec 3, 2018 Dear Ms. Dauberman, This letter is in response to Gina Paduano Ralph's Scoping letter dated Dec 3, 2018, as it relates to the CSRM Project within Segment II (from the Hillsboro Inlet to Port Everglades) in Broward County, FL. The Hillsboro Shore Improvement Association (HSIA) represents over 350 families residing immediately South of the Hillsboro Inlet. Without a doubt, the single most important issue affecting our residents and their quality of life involves the escalating erosion of the beach that is the centerpiece of our community. Most of our residents moved here specifically because of the neighborhood's proximity to the beach and in fact, use it daily. This beach is also heavily used by tourists staying at the hotels, condominiums and rental units to the South as they walk to the inlets to view and photograph the historic Hillsboro Lighthouse, a major attraction heavily promoted by the City and County. There is a misconception that this beach is adequately renourished by the dredging operation conducted by the Hillsboro Inlet Navigation District. As the photos that I've attached here show, this is not the case. The dredge is often idle due to a lack of sand on the North side of the inlet where the dredge operates. This is often the case even in the winter, when the erosion is at its worse and there are not turtle nesting issues. The HSIA is currently organizing meetings with Pompano's new Mayor, District 1 City Commissioner and Broward County District Commissioner as well as out State and Congressional Representatives as this matter affects not only our neighborhood, but the City and County as well.	Thank you for your email and information that was provided in the letter. As more information becomes available on this effort it will be provided. Thank you.

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	We fully support the concept that the USACE codify that the Northern limit of Segment II of the Federal CSRM project be the South side of the Hillsboro Inlet jetty. We respectfully request a dialogue with the appropriate USACE official(s) to discuss the aspects of the project as they relate to this concern. We'd be happy to include a representative from USACE at our meetings with our elected officials. Respectfully yours, Matt Herren President Hillsboro Shores Improvement Association (HSIA) wmherren@gmail.com 561-441-3939	
Capps Land Management & Material, LLC		
Date: January 02, 2019		
Clyde Cross V.P. of Operations	Email (1): Re: Add or Modify Sand Dunes in 16 Existing Shore protection projects in 10 Florida Counties. Dear Ms. Dauberman, We are aware of the scoping letter regarding the 16 Projects. We are interested in this Project from the construction and maintenance scope. Is there a timeline on when this work would be available? Will it all go to one vendor? Is there anything I can do now that could help in the future? I welcome any comments or suggestions you have and we would like to be placed on your document / notifications list for this work. Sincerely, Clyde Cross V.P. of Operations Capps Land Management & Material, LLC 114 Halsema Road South Jacksonville, Florida 32220 Office (904) 693-8644, ext. 32 Cell: (904) 859-4515 clyde@cappsland.net	Wendy Dauberman Dear Mr. Cross, Thank you for your email and interest in this effort. This project is currently in the study phase. For your information, projects for USACE are advertised on the https://www.fbo.gov/ . Best regards

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COMMENTS	AGENCY COMMENT	CORPS RESPONSE
Broward County		
Date: January 04, 2019		
Nicole S. Sharp, P.E. Natural Resources Administrator	Email: Please see attached. NICOLE S. SHARP, P.E., NATURAL RESOURCES ADMINISTRATOR Environmental Protection and Growth Management Department ENVIRONMENTAL PLANNING AND COMMUNITY RESILIENCE DIVISION 115 S Andrews Ave, Room 329-H Fort Lauderdale, Florida 33301 954.519.1231 Attachment (Letter): Re: Support for Sand Dune Study for Incorporation into Broward County Shore Protection Projects Dear Dr. Ms. Dauberman, I am writing this letter of support for Broward County's Segment II and III Shore Protection projects, the County has a vested interest for incorporation of dunes into the Federal design as we are ground zero to sea level rise. The County recognizes the importance of dunes in reducing erosion, protecting adjacent infrastructure, and capturing sand. The County recently completed the Segment II Shore Protection project, which contained a locally cost-shared option that added over 105 miles of new dune system. Additionally, the County plans to incorporate dunes into the upcoming Segment III Shore Protection Project. As the Local Sponsor, we request that the Corps consult with the County during the design and planning process in order to determine the best local dune standard for our area. We look forward to working together during this process, and if you have any questions, please contact me at 954-519-1231 or nsharp@broward.org. Sincerely, Nicole S. Sharp, P.E. Natural Resources Administrator	Wendy Dauberman Dear Nicole, Thank you for the letter from Broward County supporting this effort. Best regards

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COMMENTS	AGENCY COMMENT	CORPS RESPONSE
Surfrider Foundation		
Date: January 07, 2019		
Alec Buchness Chair, Sebastian Inlet Chapter	Email (1): Dear Ms. Dauberman-Zerby, Good morning. Our organization, the Surfrider Foundation Sebastian Inlet, sent a letter of response on 01/03/19 for delivery via USPS on 01/04/19 (Tracking #407 943 138). In checking the tracking information, it appears there was trouble being delivered and a request for rescheduling delivery was issued. We trust someone on your side received that notice. In interim, please please see the attached copy of the original letter. Will this suffice? Look forward to your comments. With most kind regards, Alec Buchness Chair, Sebastian Inlet Chapter Surfrider Foundation Mobile: 321-505-2872 Email: chair@sebastianinlet.surfrider.org Web: https://sebastianinlet.surfrider.org/ Attachment (Letter 1): To Whom It May Concern, Our committee on conservation issues has reviewed the scoping letter dated December 3rd, 2018 that outlines the process you intend to use to add and/or modify the existing sand dunes in our area (Map ID 5 South Reach). We have numerous concerns we wish to raise concerning this process. They are listed as follows, in no particular order: 1) What are the planned fill erosion rate targets? 2) What are the fill quality standards for each area? a) What sand sources are viable? b) What is the sediment steady state for large dunes?	Wendy Dauberman Dear Mr. Buchness: Thank you for your interest in this effort. We did receive your letter and the concerns brought up will be considered. This effort is only looking into modifications for future nourishments of the existing North and South Reach Projects which could increase the existing project resilience to erosion by including a dune feature. In general, we do not anticipate increasing the amount of sand being placed, changing the project footprint, or causing additional impacts. We will try to promote native plants to help stabilize the dunes and enhance dune habitat wherever we can. At the moment we are still in the very preliminary stages of developing recommendations for dunes. As more information becomes available on this study it will continue to be made available to the public for review and comment. No public hearings or meetings have been scheduled at this point. Best regards

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COMMENTER	AGENCY COMMENT	CORPS RESPONSE
	c) What is the breakdown of funding sources for fill? 3) What environmental impacts will be studied? 4) How will modeling of large Dune structures be performed? 5) Will there be native plant promotion on dunes? 6) Critical surf and fishing zone habitat impacts a) Turtle nesting impact? b) Reef structure habitat disruption? 7) Mean high water modeling impacts a) transient effects due to large dune migrations b) shoreline modeling changes c) Critical shoreline fill profiles due to storm impacts 8) Frequency of significant storm impacts on historical dune migration. a) If high impact storms are increasing in frequency, do large dunes provide positive impact? b) Dune migration due to large and higher frequency storm events. 9) Modeling Alternatives a) Cost benefit model (50 years) for ROI of project. b) Cost for managed retreat vs time and sea level rise. What areas most likely to consider. c) Insurance/taxing cost models based on sea level rise, FEMA cost sharing. We thank you in advance for your consideration of these points and look forward to your response. May we also request that any public meetings also be held in central Florida as well as Jacksonville? We do not wish to see a burden placed on any citizens interested in attending. Sincerely, Aaron Adams, Ph.D. Alec Buchness Conservation Policy Chair Chapter Chair	

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COMMENTER	AGENCY COMMENT	CORPS RESPONSE
	Email (2): Hello Ms. Dauberman-Zerby We wish to confirm that you received the attached letter? The tracking information states it arrived at your PO box on 1/4/19 and is available for pickup. Also, have you scheduled any public hearings yet for the two Brevard county projects (map ID 4 & 5). If so, please advise when and where. Thanks in advance, Alec Email (3): Dear Ms. Dauberman, Thank-you so much for the confirmation and detailed reply. We work closely with the local government officials here, as well as the public at large. As I'm sure you're aware, this region is home to critical sea turtle nesting habitat, as well as a renowned fishing and surfing region. The information you provided will be very helpful in our outreach efforts. Thanks again. Please feel free to reach out to us at any time. With most kind regards, Alec	
Seminole Tribe of Florida		
Date: January 28, 2019		
Bradley M. Mueller, MA Compliance Supervisor STOF-THPO	Email: Subject: NEPA Scoping – Sand Dune Design Changes in 16 Existing CSRMs THPO Compliance Tracking Number: 0031364 Dear Ms. Dauberman, Thank you for contacting the Seminole Tribe of Florida – Tribal Historic Preservation Office (STOF-THPO) regarding initiation of the NEPA Scoping process – Sand Dune Design Changes in 16 Existing CSRMs. The proposed undertaking does fall within the STOF Area of Interest. We have no comments to make at this time, however please continue to update us as	Wendy Dauberman Mr. Mueller, Thank you for your interest in this project. You will continue to receive information as this process proceeds.

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COMMENTS	AGENCY COMMENT	CORPS RESPONSE
	the process proceeds. Feel free to contact us with any questions or concerns. Respectfully, Bradley M. Mueller, MA, Compliance Supervisor STOF-THPO, Compliance Review Section 30290 Josie Billie Hwy, PMB 1004 Clewiston, FL 33440 Office: 863-983-6549 ext. 12245 Email: bradleymueller@semtribe.com	

Table 16. Public Scoping Comment Response Matrix.

PUBLIC COMMENT	CORPS RESPONSE
Kenneth Juro	
Date: December 05, 2018	
Ha Wendy does this pertain to our property at 2769 spv beach fl 32082 we lost a lot dunes an sand due to matthew i an irma when will projet start thanks ken juro 904-403-9636	Wendy Dauberman Mr. Juro, Thank you for your email. This study pertains to the properties that received the scoping letter. Currently, this is a study and there are no project construction dates. You will receive future mailing to keep you informed. Thank you again.
Bill Frondorf	
Date: December 08, 2018	
Ms. Zerby: As a degreed oceanographer, who studied the stabilization of Ponce Inlet as an undergraduate thesis, I feel competent to discuss this issue. Most of the identified beaches are south of stabilized inlets, which were designed by the ACOE. As you know, migrating beach compatible sand is trapped on the north side of most of these inlets, ultimately	Wendy Dauberman Mr. Frondorf: Thank you for your email and the information provided in it.

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carried around the east end of the inlets by the weak southerly counter current, and carried offshore by the outgoing water flow, where it is lost from the beach environment for ever. Some does go inshore, where it forms sandbars and affects navigational channels. With the loss of this true beach sand, there are no compatible windblown fines to naturally build the dunes. Same with true beach material. Thus, any resulting dunes or beaches are nowhere near natural. Emphasis MUST be placed on protecting this valuable TRUE beach sand and allow it to continue it southerly migration. Pumping dirt from the ocean floor is hardly beach material. Look at the disastrous results. Unnaturally steep beaches, clouded water in the high energy surf environment, and continued beach erosion. Bill Frondorf wafinfla@gmail.com	This information will be considered in the environmental assessment.
Janet Levy	
Date: December 10, 2018	
Dear Wendy, We received your notice the other day regarding evaluating design changes to add or modify sand dunes. Our address is 500 South Ocean Blvd Palm Beach, FL 33480 We are very interested and concerned about any beach nourishment and would like to be informed of any and all decisions regarding sand changes along our coastline. Please keep us informed. Thank you, Janet Levy	Wendy Dauberman Miss Levy, Thank you for your email. I appreciate it. The USACE will continue to keep you informed.
David and Merrilee Lundquist	
Date: December 11, 2018	
Subject: Ocean Ridge Beach As an Ocean Ridge beachfront owner, we will recount our experiences with beach renourishment and dune maintenance. We have experienced two beach renourishments with pumped sand from the ocean bottom. The sand was lightweight and resulted in difficulty walking on the beach. In both projects, most sand was lost within a year and the beach returned to its previous boundaries. The sand migrated south, which was a benefit. We have replanted our dune with approved DEP plants three times after hurricanes at a cost of \$2000 each time. Hurricane Sandy took out 20 feet of dune that had 50 year old sea grapes plus everyone's very heavy stairs. Planting will recapture sand slowly but can be wiped out in a day during a storm. Numerous newspaper articles report that artificial reefs, which can	Wendy Dauberman David and Merrilee Lundquist, Thank you for your email and the information provided in it. This information will be considered.

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be old ships, rocks, etc. sunken off shore become over time shelters for marine life as well as barriers to waves which break offshore instead of damaging the existing shoreline. This can mitigate significantly the wave action which erodes dunes and vegetation. Natural rocks placed in front of dune would preserve them and would last (The Breakers in Palm Beach has installed large rocks) Our property is between two aged groins. They are effective in trapping sand. The downside is the south side beach is 4 1/2 ft. lower than the beach on the north. Groins should be managed with sand pushed over once a month to even out the beaches. Groins are effective in catching sand and directing the flow. Groins are a favorite spot for fishing. Ocean Ridge has a sand pump installed at the county owned beach property by the Boynton Inlet. This sand pump is supposed to transfer sand flow that is lost in the inlet. It is inoperable most of the time. This continuing flow of sand is necessary. In our opinion, the dumping of new sand to expand the beach seaward is a waste of money. We need a program that has artificial reefs, rocks, etc. along with a moderate sand renourishment. An integrated program will extend the useful life of a beach restoration. David and Merrilee Lundquist 6277 N. Ocean Blvd. Ocean Ridge, FL.33435 (561) 736 8642	
William (Bill) Sincavage	
Date: December 13, 2018	
My name is Bill Sincavage and I reside at 1340 South Ocean Blvd, Pompano Beach, FL. 33062 a condo on the Beach. One of our residents has taken upon himself to be the savior of the dunes. He had contacted some and supposedly got permission and help from our representatives to add sea oats to a section of the dunes. He is now proposing another project which I will include the pictures. Our condo has sent about \$10,000 and now a proposed another \$10,000 to plant more sea oats. I was always under the impression that nobody can mess with the dunes. He claims that he has permits and permission to go ahead. Is it true that they can make changes? The part that really bothers me is that he wants to cut out parts of the dunes and put chair racks. He said that he was told he can do this. Could you please reply to me or phone me at 570-656-1099	Wendy Dauberman Mr. Sincavage, Thank you for your email. I have forwarded it to Florida Department of Environmental Protection for their review. Wendy Dauberman FW to: Libbie.McDermid@dep.state.fl.us Libbie, I received this complaint from a citizen in Pompano Beach, so am forwarding to FDEP. The person's email address is showing below in the event he needs to be contacted. Thank you.

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PUBLIC COMMENT	CORPS RESPONSE
	Libbie McDearmid RE: Wendy Dauberman Good afternoon, The dunes and dune planting are generally managed CCCL permitting. I am forwarding this email to the CCCL Compliance office, Shonna Culver, and the CCCL field representative for Broward County, Jenna Caderas. I have also CC'd the CCCL permit manager for Broward County, Josh Adams, in with this response. Jenna, I called Mr. Sincavage and let him know you would be contacting him to make a site visit and discuss the proposed changes to the dune vegetation. Please see the email below for details. Property and Contact information: 1340 South Ocean Blvd, Pompano Beach, FL 33062 Bill Sincavage: (570) 656-1099 Thank you, Libbie Libbie McDearmid JCP Compliance Officer Beaches, Inlets and Ports Program Division of Water Resource Management Florida Department of Environmental Protection 2600 Blair Stone Road, Rm 510B Tallahassee, Florida 32399-2400 Libbie.McDearmid@floridadep.gov Office: (850) 245-7539 Fax: (850) 245-8499

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PUBLIC COMMENT	CORPS RESPONSE
David Heath	
Date: December 19, 2018	
I received Ms. Ralph's letter about beach PARA work in Florida and I had several questions I hoped you could answer. First off, could you please add me directly to your mailing list for this project updates. It is David Heath, 2706 Manhattan Ave. Baltimore, MD 21215 (or at the e-mail dheath@friendsbalt.org). The house that my family owns in on Briny Ave. in Pompano Beach, right on the beach. It looks like you are doing two projects, totally over 19 miles in Broward County. I could not tell from the map. Is part of either of those segments along Briny Ave. in Pompano Beach? It is just 1/4 mile south of Atlantic Blvd. Also, I know this project has to balance several sometimes competing goals, but it is our hope that you do not build dunes up to the point that we could not see the water from our first floor patio. Thanks - I will look forward to hearing from you. David Heath Owner, 408 Briny Ave. Pompano Beach FL 33062	Wendy Dauberman Thank you for your email and interest in this effort. Your property on Briny Ave is located within the authorized limits of the Segment II Project which extends from Hillsboro Inlet to Port Everglades. Beach nourishment events associated with this authorized project have taken place directly in front of your property in 1970, 1983, and 2013. In 2016 a nourishment event took place immediately south of Briny Ave. Your understanding of the need for projects like this to balancing competing goals and interests is appreciated. We will certainly take the concerns of property owners, such as impacts to views, into account when developing the design for adding dune features to the existing project. Additionally, your mailing address has been added to the mailing list for this project. Thank you again.
Leon Chow	
Date: December 27, 2018	
Thank you for your email. Will the St Johns Project / Map ID 3 be dependent upon the county passing an MSTU for funding, or will be project be proceeding regardless? Leon Chow 4470 Coastal Highway	Wendy Dauberman Dear Mr. Chow, Thank you for your e-mail and interest in this effort. The St. John's County, FL, St. Augustine Beach project (Map ID 3 listed on the scoping letter map) does not include Vilano Beach where your property at 4470 Coastal Highway is located. I apologize for any confusion that receiving this letter may have caused.

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	The letter is associated with an effort to increase the resilience of existing Federal projects such as the one in St. Augustine Beach by adding dune features to the design. However, the Army Corps in partnership with St. Johns County have a separate ongoing effort that does involve dune and beach nourishment in Vilano Beach. A coastal storm risk management study has been completed which recommends dune and beach nourishment along approximately 2.6 mile in Vilano Beach. The full report can be viewed at https://www.saj.usace.army.mil/About/Divisions-Offices/Planning/Environmental-Branch/Environmental-Documents/. Your property is located within the area of the proposed project which would extend from the Serenata Condos to San Pelayo. This project is currently in the pre-construction engineering and design phase with construction scheduled for 2020. Both the Vilano and St. Augustine Beach projects are cost shared with St. Johns County who is the non-Federal sponsor for these projects. We cannot answer the question of if a project will or will not proceed dependent on the passing of a MSTU. That question would need to be answered by St. Johns County. Best regards
Gray King, Sr.	
Date: December 28, 2018	
Morning's greetings and Season's greetings, Ms. Dauberman-Zerby, As a property owner in Lee County, Florida, I am pleased to know the Corps is initiating a study of the defined coastline, and assume we will continue to receive letters as evaluations are conducted. So....thank you in advance for these forthcoming efforts.	Wendy Dauberman Dear W. Gray King, Sr., Thank you for your email and interest in this study. Your concerns about impacts to line of sight and beach accessibility will certainly be taken into

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A concern I have would only become real under certain actions the Corps may recommend in Lee County. Those concerns include additional or larger dunes and/or other barriers impact on sight lines to the Gulf, but most especially, access to the shoreline. If "cut-throughs", boardwalks over the dunes, etc. become necessary who determines how many and where those are located and who bears the costs of any construction/infrastructure for pedestrian access? What is required to make any needed new or additional walkways included as part of the perceived project's improvement to robustness, resiliency, and reliability? I know it is premature to define what may happen, but find it necessary to express my concerns and ask that a preventent and ongoing dialogue be opened as the design considerations are in the earliest stages. So, again, thank you in advance for future updates as the design evaluations unfold. W Gray King, Sr 320 Gulf Blvd Unit 5C Boca Grande, FL Email (2): Response to Gray King from David Carpenter (DCarpenter@Neecontrols.com) Gray: Good background work...obviously more info to follow on the "pedestrian access" issues in this New Year. Two key questions as you have already noted (1) what is the Assn's exposure if BGBC is responsible for the cost of these walk-ways, if any?....and (2) whether these are eventually defined as "permanent structure" that must be maintained by the Assn. The recent high water two weeks ago is evidence that with full moon, high tide and rough surf....the water can get up pretty far in front of the sea wall. David C.	account when developing the design and specific plans for adding dune features to the existing project. At this time we do not have answers to your questions about the location, costs, and requirements for potential improvements to pedestrian beach access. In general we will try minimize impacts to existing beach access as much as possible. A draft Engineering Documentation Report (EDR) with more detailed information is being prepared and will be provided for review and comment. We appreciate your comments and will be taking them into consideration as we complete the study. Thank you.

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PUBLIC COMMENT	CORPS RESPONSE
Richard Blumberg	
Date: January 11, 2019	
Good morning Wendy. I spoke to Marty Durkin last week about my hopes that the work you are planning will lead to positive changes to the beach south of the Hillsboro inlet. As far as dunes go, there are none at this time. Not too long ago, there were very steep dunes that made it difficult for my wife and I to reach the water and return. The beach is a mess. At times, we have the smallest amount of sand that I have seen in my 18 years here. There has been very little dredging and 10, 100 pound pipes have found a home on my new neighbor's property. The only clean up that has taken place is due to the residents and the state of Florida has removed the garbage cans and advised beachgoers to take their garbage with them. Not surprisingly, most don't. There is a concrete garbage can that, for the last year, has been half buried at the water's edge. The one thing we have had in abundance is seaweed. All of this has impacted greatly on the usage of the beach by residents and tourists. This doesn't bother the homeowners but it should be a concern to Pompano Beach officials. I have very little idea of the scope of your project or which, if any, of the problems will be addressed. Marty thought it would be a good idea to get the issues "on the record" and it seemed like a good idea. I hope the work that you do is beneficial to beach homeowners in Pompano Beach and throughout the state. Richard Blumberg 2304 Bay Drive Pompano Beach, FL 33062	Wendy Dauberman Mr. Blumberg, Thank you for your email and interest in this effort. I appreciate your comments. I found this site for you to report the garbage issue. I hope it helps. http://pompanobeachfl.gov/pages/pw_report/report Thank you again.
Mark Brown	
Date: January 31, 2019	
I am Mark Brown, former Vice Mayor of Lauderdale-By-The-Sea, FL. I am writing to comment on the proposed design changes to the dune projects which are planned in Florida. I apologize for submitting my comments late and hope that they can still be added to the public record. I would urge the Army Corps of Engineers to use Lauderdale-By-The-Sea as a template for designing future dune restoration projects. We have implemented a low-cost, environmentally sound program for building up and maintaining our dunes in LBTS which I believe could be an effective model for other coastal communities. By way of background, LBTS is about 2.4 miles long and is located entirely along the coast in Broward County. In 2012, our entire beach was washed away as a result of Tropical Storm Sandy. The	Wendy Dauberman Dear Mr. Brown, Thank you for your email and the information provided in it. I appreciate it. This information will be considered. Best regards

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damage was so extensive that the Army Corps conducted an emergency sand replenishment project in 2013 to restore the beach and protect public and private property. Once the sand was placed on the beach, we were concerned that it would simply wash away again in the next storm because there was no vegetation left to hold it in place. Accordingly, LBTS entered into a working arrangement with the Youth Environmental Alliance to have volunteers plant sea oats along the beach. Over the last six years, we have planted more than 80,000 sea oats along nearly the entire length of our beach. The sea oats have anchored the sand in place and captured blowing sand to build up the dunes. We now have some dunes over four feet high where there were none just a few years ago. We have received tremendous cooperation from the condos and businesses located along the beach and have experienced no complaints or problems with our planting program. Hundreds of volunteers, including many schoolchildren, have helped with the planting and we have received great financial support from local corporations and businesses to help pay for the plants. LBTS received the 2017 Environmental Stewardship Award from the Florida League of Cities as a result of this successful program. When Hurricane Irma struck in 2017, we lost no sand from our beach. By comparison, neighboring communities such as Ft. Lauderdale, Hollywood, and Deerfield Beach suffered major erosion which cost a lot of money to repair. The most important point I want to make to the Army Corps is that vegetative planting must be mandated as a condition to receiving Federal sand replenishment projects. It doesn't make sense to spend millions of dollars dredging or trucking in sand if there is nothing on the beach to help hold the sand in place. It is not enough to make vegetation an optional component of the beach restoration plan, since some individuals or communities will resist. This must be a mandatory condition. I have lots of before and after photos if you would be interested in seeing them. Our entire program--which is still ongoing--has cost very little money and invoked no environmental risk. We do the plantings as school projects or community service projects to get young people and businesses involved and educated on the importance of protecting the beach. While this is not the only answer to beach erosion, it is a successful program which works and should be utilized in all communities which receive Federal beach restoration projects. I have attached a copy of my comments separately in case this is not an appropriate format for you. Please feel free to contact me at this email address or by cell phone at 954-802-8167 if you have any questions or need any additional information. Thank you very much. Mark Brown	

Appendix C - Recommended Plans

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ft
m

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RESILIENCE IMPLEMENTATION GRANTS FISCAL YEAR 2021-2022

PROJECT TYPES

Resilience Implementation Grants (RIGs) are available to Florida communities that are required to have a coastal management element in their comprehensive plan. The purpose of RIGs is to assist coastal communities in implementing their adaptation/resilience plans by supporting nature-based options for erosion and flood control, elevation of public structures, and projects specifically included in existing adaptation/resilience plans. Projects should be able to be completed in 10 months. Funding for the RPG program comes from the state budget; the total amount awarded will depend on funding made available by the Governor and Legislature. Individual awards will be up to \$500,000.

PROJECT TYPES

Each proposed project must fit into at least one of the following project types:

1. Nature-based options for erosion and flood control,
2. Elevation of public structures, and
3. Projects specifically included in existing adaptation/resilience plans.

Project types described below are listed in order of their program priority which will be reflected in application ranking.

Project Type 1: Nature-based options for erosion and flood control

Eligible projects include ecosystem restoration projects and the construction of natural, nature-based, and green-gray (hybrid) infrastructure, where tangible community resilience and conservation outcomes can be measured. Projects may include, but are not limited to, marsh restoration, living shorelines, stream restoration, including aquatic connectivity projects that reduce flood risk, and innovative stormwater management. Beach nourishment/dune construction projects are not eligible.

Projects proposed should be prioritized or address a specific threat and location that has been prioritized, ideally through a formal planning process that addresses coastal resilience (for example, an adaptation plan, or an adaptation action area, or a Local Mitigation Strategy). Priority will be given to projects that have completed all necessary designs and engineering planning for implementation and demonstrate an understanding of the permits and other approvals necessary for implementation. Projects that have secured all necessary permits will receive higher priority for funding.

If a project is proposed within a managed area, applicants must demonstrate local support for the proposed project by submitting letters of support or verifications of consistency from the resource manager(s) of the managed area.

Applicants proposing projects for either marsh restoration or living shorelines, or floodplain restoration are required to incorporate minimum standards for monitoring, to include baseline monitoring and monitoring for at least one year following construction. Funding may be included in the project budget to cover these minimum monitoring requirements.

Applicants proposing projects for living shorelines are required to show how the suitability of using a living shoreline treatment for the project location was determined.

Funds may not be used to support ongoing efforts to comply with legal requirements, including permit conditions, mitigation and settlement agreements.

Project Type 2: Elevation or relocation of public structures

Eligible projects are restricted to facilities owned by the applicant local government and may include recreation facilities, public meeting spaces, or small office buildings. Eligible projects must bring facilities at least 2 feet above base flood elevation (BFE) or out of the flood plain. (Base flood elevation is defined as “the computed elevation to which floodwater is anticipated to rise during the base flood. Base Flood Elevations (BFEs) are shown on Flood Insurance Rate Maps (FIRMs) and on the flood profiles” (<https://www.fema.gov/base-flood-elevation>)).

Projects proposed should be prioritized or address a specific threat and location that has been prioritized, ideally through a formal planning process that addresses coastal resilience (for example, an adaptation plan, or an adaptation action area, or a Local Mitigation Strategy). Priority will be given to projects that have completed all necessary designs and engineering planning for implementation and demonstrate an understanding of the permits and other approvals necessary for implementation. Projects that have secured all necessary permits will receive higher priority for funding.

If a project is proposed within a managed area, applicants must demonstrate local support for the proposed project by submitting letters of support or verifications of consistency from the resource manager(s) of the managed area.

Project Type 3: Projects specifically included in existing adaptation/resilience plans

Eligible projects are those specifically included in an existing adaptation/resilience plan that has been developed by a local government with public participation. Projects will vary widely depending on the needs of each community, but may include stormwater infrastructure projects, projects in adaptation action areas (as defined in Florida Statutes), regrading, elevating electrical infrastructure, implementing low impact development alternatives, etc.

Priority will be given to projects that have completed all necessary designs and engineering planning for implementation and demonstrate an understanding of the permits and other approvals necessary for implementation. Projects that have secured all necessary permits will receive higher priority for funding.

If a project is proposed within a managed area, applicants must demonstrate local support for the proposed project by submitting letters of support or verifications of consistency from the resource manager(s) of the managed area.

Resilient Implementation Grants Eligibility Criteria

Resilience Implementation Grants (RIGs) are available to Florida communities that are required to have a coastal management element in their comprehensive plan. The purpose of RIGs is to assist coastal communities in implementing their adaptation/resilience plans by supporting nature-based options for erosion and flood control, elevation of public structures, and projects specifically included in existing adaptation/resilience plans. Projects should be able to be completed in 10 months. Funding for the RPG program comes from the state budget; the total amount awarded will depend on funding made available by the Governor and Legislature. Individual awards will be up to \$500,000.

1. Eligible applicants for the Florida Resilient Coastlines Program grants are local governments of the 35 coastal counties and all municipalities within their boundaries required to include a coastal element in the local comprehensive plan. Counties or cities not required to have a coastal management element are not eligible to apply at this time. Florida regional planning councils, national estuary programs, colleges, community colleges, and state universities may partner with an eligible local government, however they may not apply as the grantee. Non-profit groups are not eligible to apply but can serve as a consultant to an eligible applicant.
2. One application per applicant/grantee may be submitted per state fiscal year cycle (i.e., one application per county, or city). Note that all agreements will be submitted electronically for signature and receipt to awarded grantees.
3. All proposed projects must fit into at least one of the three project types listed in the document titled ["RIG Project Types"](#).
4. All proposed projects must include a public outreach component.
5. Applicants may request up to \$500,000 in funding.
6. Funding is available only for project work **initiated on July 1, 2021**, or after the agreement fully executed date, whichever comes later, and **COMPLETED BY April 30, 2022**.
7. Applications will be scored by a panel of judges. Scores are advisory to the FRCP Program Administrator who makes the final ranking.
8. Notices of awards will be emailed to the person listed as the Grant Manager in the grant application. The Grantee is responsible for relaying information to other parties, such as partners or sub-contractors, as necessary.
9. **APPLICATION DEADLINE is OCTOBER 9, 2020 by Noon (12:00 p.m._ET)**

Tentative Timeline*

August 1, 2020 - Grant Applications Open for FY 2021-2022

October 9, 2020 - Applications closing at Noon (12:00 PM ET)

Early April 2021 - Notices via email to all applicants on anticipated award status

Late June 2021 - Anticipated grant agreement to be sent out to selected awarded grantees

*Please keep in mind that the timeline is subject to change without prior notice.

Question	Section I.	Project Components	Points
1	Project Type	Does the project meets at least one project type as stated in the program materials?	0-4
2	Inclusion in an existing plan	Does the application adequately describe how the project addresses a priority or specific threat identified in a local adaptation plan, Adaptation Action Area, or Local Mitigation Strategy?	0-3
3	Feasible in allowed timeframe	Is the project likely to be finished in the proposed time frame?	0-5
4	Deliverables clearly defined	Are the deliverables clear, measurable, tangible, and specific to each task as described?	0-5
5	Level of detail	Is there enough detail in the application to understand what will be accomplished, how it will be accomplished and how much it will cost?	0-5
	Section II.	Project Merit	
6	Design/Engineering Completed	Have all the necessary design and engineering plans been completed?	0-1
7	Permitting	Have all the necessary permits been obtained?	0-1
8	Public Participation	Does the project include public participation in the planning or execution of the project?	0-1
	Section III.	Project Budget	
9	Efficiently uses grant resources	Are the tasks and deliverables described in enough detail to determine if the grant funds will be used effectively?	0-5
10	Project costs are reasonable for the work planned.	Is the overall cost for the project are in line with commonly acceptable costs for similar work?	0-5

FRCP GRANT FY 2021-2022 QUESTIONS & ANSWERS

1. Where can we find more information on the types of projects that have been funded in the past?
All previously funded FRCP project agreements and deliverables can be located on the FRCP website [Funded Projects page](#).
2. Where can we find more information on the grant goals and priorities?
The goals and priorities for both the RPG and RIG grant applications can be found as links on our [FRCP grant website](#), as well as in the online application program.
3. If a grant has been awarded to us in the past, do we need to set up a new account to apply?
Yes, this is a new online application program, therefore everyone will have to set up a profile in the application program before they can apply.
4. Can a consultant create an account on behalf of a municipal client?
Yes, a consultant may create an account and/or submit an application on behalf of a municipal client, but please keep the following in mind:
 - a. Creating the account requires providing an email that will become the primary contact for that account and any applications submitted by the account.
 - b. All application information provided must be completed from the perspective of the actual municipality that will be applying. That includes all contact information and signing authority for the municipality.
 - c. Note that all email correspondence from the application program will be sent to the email address provided in the Grants Manager email field for the municipality, with a cc to the email address provided when establishing the account.
5. If a municipality has an ongoing agreement or retainer for services that is referred to as an “agent,” would the agent be allowed to create the account on behalf of their municipality client?
Any applicant that is not the municipality that will be assisting the applicant with the project in any way is considered a Sub-Contractor and may include their information in the appropriate location in the application. The application questions are all directed at the municipality and are to be confirmed by that municipalities authorized signing agent.
6. Can an applicant apply for both the RPG and RIG grant in the same cycle?
No, applicants are only permitted to apply for one grant per state fiscal year.
7. With most people working from home, what address should be used?
Always use the official business address when completing the address fields. Please keep in mind that this is what will be utilized on the actual agreement documents.

8. Why do we need to list a fiscal agent if we have the grant manager's information included?
The fiscal agent is required to sign all Exhibit C documents when requesting payment along with the grant manager stating that the information provided is accurate. This is to ensure accountability and reduces fraud.
9. Who is considered the eligible signer for the application?
The eligible signer is the person who has the legal authority to enter into any form of contractual agreement with the state of Florida on behalf of the municipality.
10. What is a sequence number and how to get it?
The sequence number to an FEID # provides the actual name and address where payment is to be sent. These are typically used when there is a bigger umbrella company, that has smaller company units under it, and each unit collects and manages their own funds.
- For example, Procter & Gamble is the big umbrella company, with smaller companies like Downy, Gain, Oral-B, Pantene, etc.
 - Each of the smaller companies may choose to utilize the umbrella companies FEID # yet list it under their name and address for funds to be processed through.
 - In cases such as these, the FEID # would be the same for Procter & Gamble, as it is for the smaller company Downy. However, they would have separate sequence numbers, to provide the detailed information for funds to be processed through that is different from the umbrella company's name and address.
- This information can be obtained by visiting [MyFloridaMarketPlace \(MFMP\)](#).
11. What are the actual timeframes for the fiscal year regarding the applications?
All applications and timeframes are based on the State of Florida's fiscal year that starts on July 1 and ends on June 30 of every year.
12. How long will it take to get an answer on the applications if they have been or plan to be awarded; and how and when do applicants get notified that they have been rejected?
All applicants will be notified of the award status after the state fiscal year budget has been signed by the Governor and the ORCP (Office of Resilience and Coastal Protection) Budget Director has approved sending contracts for execution.. Please keep in mind that the process may take several weeks after the budget is signed.
13. Can work begin upon notification of an award from DEP?
No. No work on the project that is to be awarded may begin until both parties have a fully executed agreement.
14. If the fiscal year goes to June 30, why do the projects have to have an end date of April 30?
All projects are being funded with state dollars that must be utilized before the end of the fiscal year. In order to receive all documents and process all payments before the funds are no longer available, we need to build in that processing time which can take up to 2 months to finalize.
15. When will the grants be awarded?
See the answer to number 13 above.

16. When is the deadline for applications to be submitted?

The deadline is October 9, 2020 for all applications.

17. Can Post Disaster Redevelopment plan updates be funded via RPG?

Yes, if the proposed project addresses the key issues of concern for FRCP: the effects of rising sea levels including coastal flooding, erosion, and habitat shifts.

18. Can the grant funds be used on projects that already received HMGP, CDBG-DR or CDBG-MIT grants? Specifically, can the funds be used to fund the next step in the concept plan to design plan to implementation phases that were funded by other grants?

Yes

19. If construction will start after July 1, 2021, will it be required to comply with SB178 and prepare a SLR Study?

We are investigating this question and will post the answer as soon as possible.

20. Are matching funds required for the RPG or RIG grants?

No. Neither of the grants being offered require matching funds.

21. How much money is available for the RPG and RIG grants overall not per project?

The actual amount of funds available will be determined after the budget details are provided to FRCP. Applicants may request up to \$75,000 for the RPG grant application and up to \$500,000 for the RIG grant application.

22. Is there a pdf copy of the grant application that can be utilized prior to it going live?

No. The applications are generated online through a live program. However, to help prepare for the questions in the application, please see the grant application worksheet on the [FRCP grant website](#).

Florida Resilient Coastlines Program, Resilience Implementation Grant (RIG)

Project options for a potential grant application:

I. Section 2 - Amelia Riverfront Resiliency Study

The recently completed Amelia Riverfront Resiliency Study provides a conceptual plan and budget for flood protection along the project area. Section 2 consists of parking lots C & D, and has been previously discussed as a potential starting point for waterfront improvements. The current cost estimate for this section is \$6.328M based on information from Passero & Associates, and consists of living shoreline, and flood walls supported by pilings.

1. Features Nature Based options
2. Does not include elevation of public structures
3. Project is outlined in both Fernandina Beach Resiliency Master Plan and Amelia Riverfront Resiliency Study.

II. Escambia St Flood Protection

Proposal to install flood gates in place of the existing culvert crossing Escambia Street as it crosses the marsh between North 4th St and North 8th St. The elevation of the roadway is currently between 3.5 and 4.0 based on available information, and the addition of tide gates like those on Atlantic Ave would help reduce flooding in the low-lying area to the south. Elevating the roadway or installation of some other flood barrier would further increase the level of protection. Approximately 58 acres of area in the floodplain could be protected by this project, including several developed properties as well as North 8th Street between Alachua St and Escambia. Project scope is preliminary, but an initial budget estimate would be \$3-400,000.

1. Can feature nature based options
2. Does not include elevation of public structures
3. Project is not included in any current resiliency or adaptation plans

III. Two Beach Access Project Options

- A.) As provided to Grants Administration, below is a list of current walk-through beach access with the distances from the west entry to the beach east of the fore dunes. Elimination of the gaps in the fore-dunes created by these walk-through accesses is a goal supported by the USACE, along with almost all scientific data. All, or most, of the below walk-through accesses would have been replaced with walkovers as outlined within the City's 2020 Legislative request which was vetoed as a result of the COVID 19 budget crisis. Note that the non-vetoed Legislative Request would have been matched with impact fees, but that the FDEP Resiliency Implementation Grant (RIG) does not have a matching fund requirement.

Walkover/distance in feet from entry to beach. Total distance in feet for all listed is 1,837 lineal feet.

4N / 105	10S / 157
6N / 112	11 / 143
1 / 135	14 / 163
2 / 210	15 / 181
6 / 92	16 / 184
8 / 104	21 / 251

Vice-Mayor Kreger uses a rough estimate of \$660 lineal foot for a 6 foot wide walkover using composite material for the decking. This include 10% for Engineer and 10% contingency. But the distances do not include ramping which will be based elevations and increase costs accordingly. However, using the \$660 cost per each of the 1,847 lineal feet of all the walk-throughs listed above comes to \$1,213, 420.

Prioritization for improvements could be place on the Beach Accesses listed above to make the improvements to the shortest distance walk-throughs first, as these walk-throughs present the greatest risk to life and property from storm surge, given their closer proximity to residences and businesses. Within the \$500,000 budget of the RIG grant, it may be possible, then to complete improvements at Beach Accesses 4N, 6N, 1, 6, 8 and 11.

B.) Alternatively, consider Sadler Beach Access 30. This access has been identified by the City's Parks and Recreation Department as a priority. Access 30 is 340-foot access with the first 237 feet a walkover and then 103 feet through the dune (See photos below). As you can note there is a significant gap for dune. If Beach Access 30 is repairable, an extension of a walkover to the beach would be an excellent ADA beach access as there is a small parking lot at the entrance. Note too that this access is representative of all but one of those which are south of the Sadler Access, with significant gapping from the end of the walkover to the beach.

Vice-Mayor Kreger recommends making Beach Access 30 a priority along with upgrading both Seaside and North Beach Park ADA accesses to be usable.



IV. Atlantic Avenue Flood Protection

Proposal to increase the level of flood protection along Atlantic Avenue as it crosses Egan's Creek. The flood gates installed by FDOT prevent significant flooding due to storm surge and high tide, but currently the roadway elevation is the limiting factor. Once flooding overtops the roadway, the low-lying areas to the south become vulnerable. Elevation of the entire roadway is likely cost prohibitive, so a concrete floodwall along the north side of the right of way should be a viable option to increase the flood elevation +/- 3', from 5.5-6' to 8.5-9'. This is an FDOT roadway, so a coordinated approach to funding will be needed. The Stormwater Director has had initial conversations with FDOT, but the level of coordination required will be difficult to achieve for this funding opportunity. The project could potentially impact a 660 acre area in the floodplain south of Atlantic Ave, which includes many developed properties.

1. Can feature nature based options
2. Does not include elevation of public structures
3. Project is not included in any current resiliency or adaptation plans

V. Bosque Bello Cemetery Stabilization

This project would stabilize slopes along the Northwest of the old section of the Bosque Bello Cemetery where erosion and washout have de-stabilized and obscured graves. Techniques would include installation of tiered or terraced retaining walls and stabilized flow paths for runoff. Project would stabilize approximately 400 lineal feet of existing slope, with a preliminary budget of \$60-100,000.

1. Can feature nature based options
2. Does not include elevation of public structures
3. Project is not included in any current resiliency or adaptation plans

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Discussion
Housing Authority Building

ITEM TYPE: Discussion

REQUESTED ACTION:

SYNOPSIS: This item is placed on the agenda at the request of Commissioner Ross, to explore the request to build a multipurpose room addition to the Housing Authority Building located at 907 South 11th Street.

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 7/23/2020

Date: July 21, 2020

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION:

30 June 2020

As the Executive Director of Fernandina Beach Housing, I am consistently exploring ways to better serve the community in addition to providing resources to individuals as our population in Nassau County continues to increase. Personally, I feel there is a need for a multipurpose room which can potentially serve as a haven for our youth to engage in educational programs as well as extra-curricular activities. In addition to the aforementioned benefits, this addition can potentially serve as a beacon in our community for events such as:

- Back-to-School Giveaways
- Tobacco Free Education (Smoke Free Property)
- Financial & Homeownership Classes
- Partnering with NEFCAA to host Family Self Sufficiency Program, job search assistance, vocational training and degree assistance
- Partnering with Nassau County Florida Health Department for health trainings and health checks

Thanks,

Kendra Raysor
Executive Director
Housing Authority of the City of Fernandina Beach
1300 Hickory Street
Fernandina Beach, Florida 32034
904-261-5051 Ext. 102 (Tel)
904-261-8547 (Fax)
kmthompson@fbha.com

Cotner Associates, Inc.

A r c h i t e c t s

MEMORANDUM

To: City Commission
From: John M. Cotner, AIA
Date: July 27, 2020
Re: Housing Authority Community Building addition

I've taken a look at the info on the community building and the proposed addition. It looks fairly simple and shouldn't take long. I see tasks as follows:

1) As-built measure and produce CAD docs	8 hours x \$95/hour x .80	\$ 608
2) Produce permit docs	24 hours x \$95/hour x .80	<u>1,824</u>
		\$ 2,432

I've discounted our hourly rate by 20% in the above and would produce our work on an hourly basis to hopefully do better than the above estimate. Hope this helps. Let me know if or how to proceed.

Thank you
John



9 South Third Street | Fernandina Beach, Florida | 32034-4206 | www.cotnerassociates.net
Phone 904-277-4593 | Fax 904-277-6734 | Email architect@cotnerassociates.com

FL AAC001651 | GA RA005137 | NC 14077 | PA RA010642B | SC 5211



INDIGO ST

S 10TH ST

S 11TH ST

DIVISION ST

City of
Fernandina
Beach

169

REPLATING

BK 6-240

1111





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/OHPA Mediation July 15, 2020
City Commission Workshop July 15, 2020

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Nicole Bednar, Administrative Services Manager 7/23/2020
Dale L. Martin, City Manager 7/23/2020

Submitted By:  Date: July 17, 2020
Caroline Best, City Clerk

COMMISSION ACTION: Approve

The City Commission of the City of Fernandina Beach, Florida and the Ocean Highway Port Authority met in Mediation pursuant to Section 164.1055, Florida Statute on Wednesday, July 15, 2020 at 9:00 am at the Fernandina Beach Municipal Golf Course, 2800 Bill Melton Road, Fernandina Beach, Florida. Present on behalf of the City were Mayor John A. Miller presiding, Vice Mayor Len Kreger, Commissioners Philip Chapman, Mike Lednovich, Chip Ross, City Manager Dale L. Martin, City Attorney Tammi Bach, and City Clerk Caroline Best. Present on behalf of the Ocean Highway Port Authority (OHPA) were Chairman Danny Fullwood, Commissioner Carrol Franklin, Attorney Jeb T. Branham, Port Operator Christopher Ragucci and Administrative Office Manager Barb Amergian. Present virtually were OHPA Commissioners Robert Sturgess, Scott Hanna, and Michael Cole. Due to the ongoing COVID-19 pandemic, occupancy in the Fernandina Beach Municipal Golf Course was limited.

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

4. INTRODUCTION OF MEDIATOR, CARLOS ALVAREZ: Mr. Alvarez explained mediation is a conservation, his role is to help the parties listen to one another and to facilitate a mutually agreed upon resolution to the dispute.

5.1 OPENING STATEMENTS ON THE ISSUES IN CONFLICT - CITY ATTORNEY TAMMI E. BACH: City Attorney Bach referenced the agenda backup materials to provide a summary of the dispute related to Payment in Lieu of Taxes (PILOT). Ms. Bach noted the City disagrees with OHPA's position but is present to mediate in good faith.

5.2 OPENING STATEMENTS ON THE ISSUES IN CONFLICT - OHPA ATTORNEY JEB T. BRANHAM: Mr. Branham explained the core question from OHPA's perspective is when and how did OHPA enter into an agreement to pay the City \$50,000 per year in perpetuity. The genesis of this goes back to the 1980's and a basic tenant of Florida law is that these kinds of agreements are not enforceable. Mr. Branham noted OHPA is tax exempt and Development of Regional Impact (DRI) agreements are required to end after thirty years. Over time, OHPA has sometimes made the PILOT payments and sometimes not, all payments were voluntary, and the City has never filed suit for breach of contract. As a practical matter, OHPA does not have the financial means to make PILOT payments in perpetuity.

6. CITY AND OHPA SEPARATE TO CAUCUS AND DISCUSS RESOLUTION OF DISPUTE
THE PUBLIC WAS WELCOME TO OBSERVE IN EITHER OR BOTH CAUCUS ROOMS:

Mr. Alvarez and OHPA representatives moved to a room separate from the City Commission to discuss resolution of dispute.

Mr. Alvarez offered the following OHPA proposal: 1. Conduct a study to determine the cost of City services by each occurrence and the benefits to the City's revenue stream from Port. 2. Study would be paid by both parties 50/50. 3. Hire an independent consultant selected by City and Port. 4. \$100,000? 5. What will the PILOT payment ceiling be? 6. Defer everything until 2023 as study as performed.

The City's response to OHPA's proposal 1 was as follows: 1. Pay \$100,00 within thirty days. 2. Defer future payments (2021, 2022) until July 2023 with the understanding that another \$50,000 will be due at that time. 3. Deferred payments will accrue interest and may be amortized. 4. Future payments will remain \$50,00 annually. 5. Pass annual PILOT fee on to Port customers (230 ships per year).

DRAFT

MINUTES

City Commission/Ocean Highway Port
Authority Mediation

July 15, 2020

Page 2 of 2

OHPA's response to the City's proposal was as follows: 1. Pay \$33,000 by December 31st for the next two years. 2. Pay \$25,000 by December 2023, future payments will be \$25,000 and the parties agree to renegotiate after ten years.

7. CITY AND OHPA RECONVENE JOINTLY AND DISCUSS RESOLUTION OF DISPUTE AND NEXT STEPS: The City rejected OHPA's counter proposal which culminated in an impasse.

8. ADJOURNMENT: There being no further business to come before the City Commission and OHPA, the meeting was adjourned at 3:16pm.

ATTEST:

Caroline Best
City Clerk

John A. Miller
Mayor-Commissioner

The City Commission of the City of Fernandina Beach, Florida met in a Workshop on Wednesday, July 15, 2020 at 3:22:00 pm at the Fernandina Beach Municipal Golf Course, 2800 Bill Melton Road, Fernandina Beach, Florida. Present on behalf of the City were Mayor John A. Miller presiding, Vice Mayor Len Kreger, Commissioners Philip Chapman, Mike Lednovich, Chip Ross, City Manager Dale L. Martin, City Attorney Tammi Bach, and City Clerk Caroline Best. Due to the ongoing COVID-19 pandemic, occupancy in the Fernandina Beach Municipal Golf Course was limited.

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

4. DISCUSSION / POSSIBLE ACTION REGARDING COVID-19 PANDEMIC: Commissioner Lednovich asked at what point the City should consider shuttering businesses to slow the spread of Covid-19. He pointed to the latest Centers for Disease Control (CDC) test results which are trending upward at an alarming rate. City Attorney Bach noted that cities in south Florida recently closed based upon CDC information.

Vice Mayor Kreger stated we need to look at the cases, implement contact tracing, and know infection rates in order to establish when and if the City should close. He suggested closing Centre Street to foot traffic in the hopes it will encourage social distancing.

Commissioner Chapman suggested restaurant capacity be monitored by hiring additional Code Enforcement staff and expressed concern regarding the influx of visitors anticipated during the upcoming Republic National Convention.

Commissioner Lednovich shared recent experiences where local business owners, staff and patrons flagrantly disregarded the recent Mandatory Masks Resolution, noting human behavior seems to point to no regard for protecting his fellow man. How do we guarantee the health and safety of our citizens? Hoping people will comply is not a strategy. City leadership needs to take an active role in implementing health and welfare safe guards.

Commissioner Ross stated the goal is to curtail the spread of the virus which is primarily transmitted through the air. Wearing masks, social distancing and hand washing are the best way to combat the spread but we need full participation from the entire population.

Mayor Miller opined that all stakeholders need to be involved in reopening the bars. Approaching closing the City in a piece meal fashion is not an ideal method.

Commissioner Lednovich stated Miami started its second shut down when they reached a 25% positive testing rate and suggested arriving visitors be required to self-isolate for fourteen days.

Following additional discussion, ***the consensus of the City Commission was to direct City Manager Martin to contact Florida Department of Health Nassau County Director Dr. Eugenia Ngo-Seidel to inquire at what percentage of positive testing rates should the City begin to consider making decisions to close. Additional consensus was affirmed to place Covid-19 on all future City Commission Regular Meeting agendas for discussion.***

PUBLIC COMMENT:

DOWNTOWN: Fernandina Beach Main Street Director Arlene Filkoff, stated another shut down will surely cause several downtown businesses to close permanently. Businesses are trying to balance public

safety with staying open. Ms. Filkoff suggested the City offer aid to the Nassau County Health Department as they are overwhelmed.

City Attorney Bach stated the City's website needs a link to the Florida Department of Business and Professional Regulation complaints page and noted the Police Department needs to work with Mainstreet to curtail flagrant violators who should be fined. After additional discussion, **a motion was made by Commissioner Lednovich, seconded by Commissioner Chapman, to amend the Emergency Order – COVID-19: Mandatory Masks Resolution 2020-94 by removing in Section 1: “when not able to engage in social distancing” and by removing in Section 2: “unless he or she is able to engage in social distancing.” Vote upon passage of the motion was taken by ayes and nay and being all ayes, carried.**

ENFORCEMENT: Genece Minshew, 2428 Los Robles Drive, stated we have been failed on the federal and state level. It is up to us to decide what is best for our citizens, waiting for 25% infection rate would be out of control. We can temporarily reassign employees, ask them to work twelve-hour days, pay overtime and deputize employees in order to enforce the Mandatory Masks Resolution.

ENFORCEMENT: Code Enforcement Director Michelle Forstrom, stated Code Enforcement employees cannot enforce the Mandatory Masks Resolution because it is a second-degree misdemeanor.

INFECTION RATE: Henry Arato, 867 Laguna Drive, commented is it prudent to wait for the Covid-19 infection numbers to determine whether the Mandatory Masks Resolution is working.

DUE PROCESS: Joanne Leznoff, 96110 Piney Island Drive, does not agree with action taken at this meeting citing it being a Workshop. Ms. Leznoff also asked that gym language be clarified to remove ambiguity.

INFECTION CALCULATION: Suanne Thamm, 404 Broome Street, asked if the 25% testing infection rate will be aggregated by City, county, or zip code.

SOCIAL MEDIA: Victoria Robas, 2161 South Fletcher Avenue, suggested the Tourist Development Council conduct a Mandatory Masks Resolution social media blitz and further place this information in area hotels and restaurants.

City Manager Martin noted he will work with Chief of Police Jim Hurley to begin enforcing the Mandatory Masks Resolution.

8. ADJOURNMENT: There being no further business to come before the City Commission and OHPA, the meeting was adjourned at 5:02pm.

ATTEST:

Caroline Best
City Clerk

John A. Miller
Mayor-Commissioner

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Resolution 2020-101
City Seal Usage Approval - Amelia Island Convention & Visitors Bureau

ITEM TYPE: Resolution (w/o fiscal impact)

REQUESTED ACTION: Consider Resolution 2020-101

SYNOPSIS: Section 2-1 (b) (2) of Ordinance 2011-06 states that "It shall be unlawful for any person to manufacture, use, display, or otherwise employ in any manner or for any purpose whatsoever the seal of the City or any facsimile or reproduction thereof, except: such persons or entities that shall have first obtained the written permission of the City Commission."

The Amelia Island Convention & Visitors Bureau plans to create a consumer facing brochure which will cover information, rules and a map for all of Amelia Island's beaches. Information will include general beach usage tips, Leave No Trace, Rules for Turtle Season and general beach rules. The Bureau has requested permission to place the City seal on this brochure. Staff recommends approval.

FISCAL IMPACT: None

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2020-101.

Dale L. Martin, City Manager 7/23/2020

Tammi E. Bach, City Attorney 7/27/2020

Katie Newton, Legal Assistant 7/27/2020

Date: July 10, 2020

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION: Adopt

RESOLUTION 2020-101

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING THE USE OF THE CITY SEAL IN ACCORDANCE WITH ORDINANCE 2011-06 WITHIN AN AMELIA ISLAND CONVENTION & VISITORS BUREAU BROCHURE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 2-1 (b) (2) of Ordinance 2011-06 states that “It shall be unlawful for any person to manufacture, use, display, or otherwise employ in any manner or for any purpose whatsoever the seal of the City or any facsimile or reproduction thereof, except: such persons or entities that shall have first obtained the written permission of the City Commission”; and

WHEREAS, the Amelia Island Convention & Visitors Bureau plans to create a consumer facing brochure which will cover information, rules and a map for all of Amelia Island’s beaches. Information will include general beach usage tips, Leave No Trace, Rules for Turtle Season and general beach rules; and

WHEREAS, the Bureau has requested permission to place the City seal on this brochure. Staff recommends approval.

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 use of the City seal, attached hereto as Exhibit “A,” by the Amelia Island Convention & Visitors Bureau within its upcoming brochure regarding Amelia Island beaches.

SECTION 2. This Resolution shall become effective immediately.

ADOPTED this 4th day of August, 2020.

CITY OF FERNANDINA BEACH

John A. Miller
Commissioner – Mayor

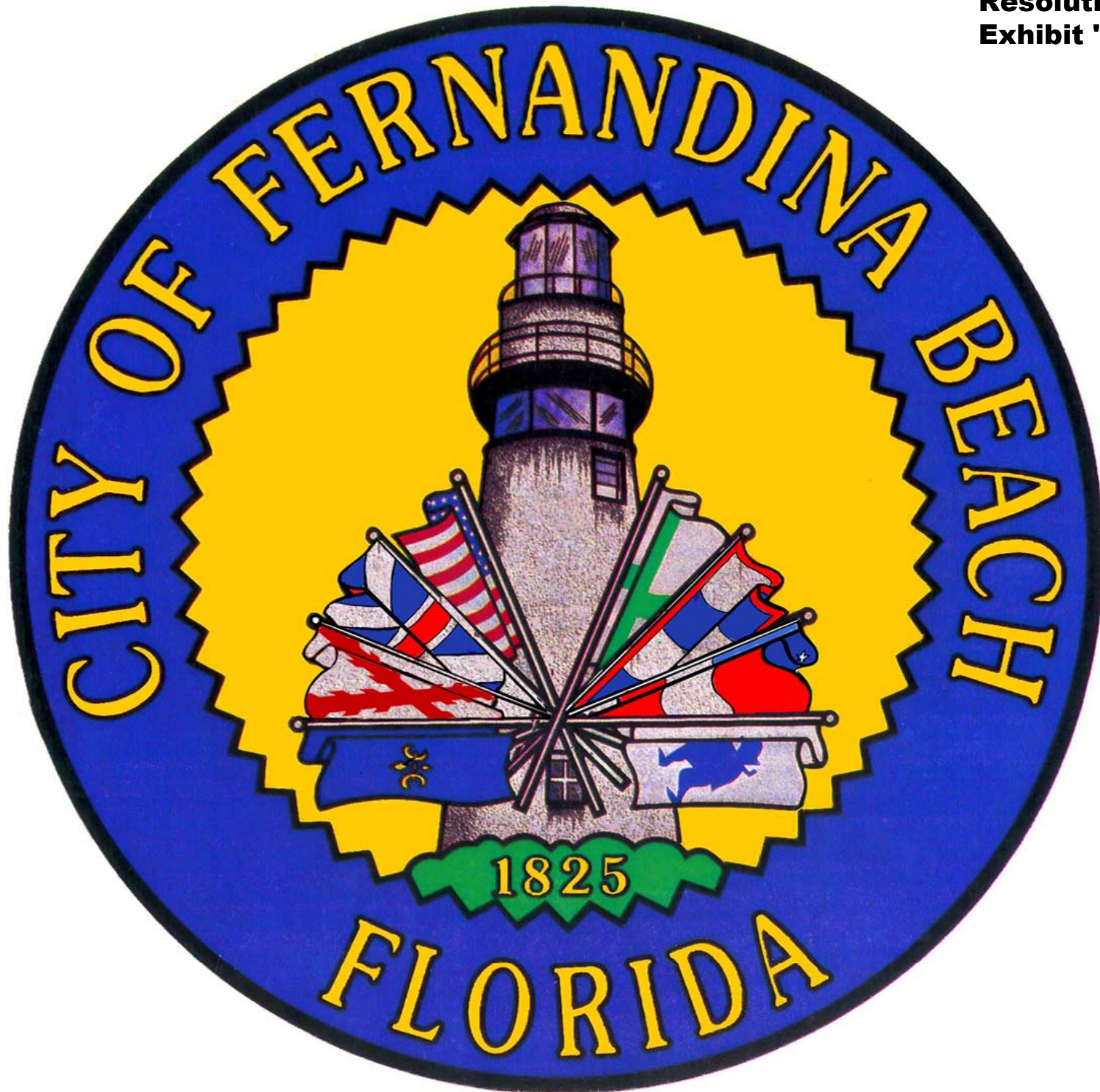
ATTEST:

APPROVED AS TO FORM AND LEGALITY:



Caroline Best
City Clerk

Tammi E. Bach
City Attorney



CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2020-102
Voluntary Annexation Agreement - 753 Magnolia Lane

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2020-102

SYNOPSIS: Property owners, Duane D. & Margaret A. Rowland, 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 .28 acres located at 753 Magnolia Lane (Parcel ID: 00-00-30-0620-0001-0052).

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 2020-102.

Kelly Gibson, AICP, Planning Director	7/20/2020
Nicole Bednar, Administrative Services Manager	7/20/2020
Dale L. Martin, City Manager	7/23/2020
Pauline Testagrose, Comptroller	7/27/2020
Tammi E. Bach, City Attorney	7/27/2020
Katie Newton, Legal Assistant	7/27/2020

Submitted By: Sylvie McCann, Administrative Coordinator Date: July 16, 2020

COMMISSION ACTION: Adopt

RESOLUTION 2020-102

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 0.28 ACRES OF LAND LOCATED AT 753 MAGNOLIA LANE; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, property owners, Duane D. & Margaret A. Rowland, have completed the City of Fernandina Beach Voluntary Annexation Petition / Water and Wastewater Annexation Agreement Application pursuant to Chapter 171.044, Florida Statutes, for one parcel containing approximately 0.28 acres located at 753 Magnolia Lane (Parcel ID Number: 00-00-30-0620-0001-0052); and

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

WHEREAS, the City Commission has determined that it is in the best interest of the City to provide water services to the subject property.

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

SECTION 1. The City Commission hereby authorizes the extension of water services to the property owners identified, whose property is located outside the corporate limits of the City at 753 Magnolia Lane and noted as parcel 00-00-30-0620-0001-0052, 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 4th day of August, 2020.

CITY OF FERNANDINA BEACH

JOHN A. MILLER
Commissioner - Mayor

ATTEST:

APPROVED AS TO FORM AND LEGALITY:

A handwritten signature in blue ink, appearing to read 'TEB', is positioned above a horizontal line.

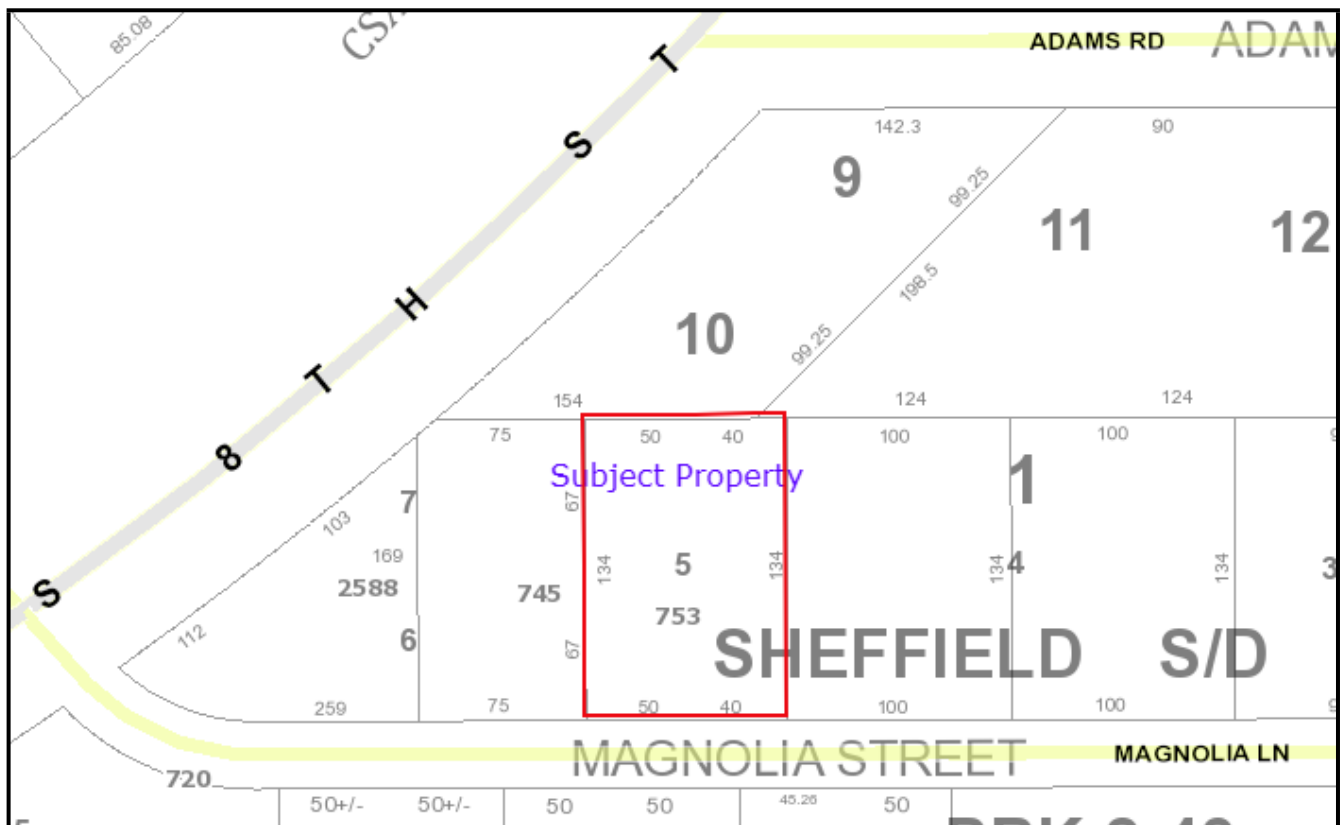
CAROLINE BEST
City Clerk

TAMMI E. BACH
City Attorney

**RESOLUTION 2020-
EXHIBIT “A”**

WATER AND WASTEWATER AGREEMENT/ VOLUNTARY PETITION FOR ANNEXATION OF
PARCEL ID NUMBER: 00-00-30-0620-0001-0052 LOCATED AT 753 MAGNOLIA LANE TOTALING
APPROXIMATELY 0.28 ACRES OF LAND

753 MAGNOLIA LANE



CITY OF FERNANDINA BEACH
VOLUNTARY ANNEXATION AGREEMENT / PETITION FOR ANNEXATION

THIS VOLUNTARY ANNEXATION AGREEMENT / PETITION FOR ANNEXATION dated this 9TH day of July, 2020 by and between the CITY OF FERNANDINA BEACH, a municipal corporation, (hereinafter referred to as "City"); and DUANE + MARGARET ROWLAND (hereinafter collectively referred to as the "Applicants").

WHEREAS, this Annexation Agreement/ Petition for Annexation (hereinafter referred to as "Agreement") shall be considered entered into upon execution, where the actual annexation of land shall occur once the subject property becomes contiguous to any boundary demarking the incorporated area of the City of Fernandina Beach and upon the execution of an Ordinance by the City Commission of the City authorizing and approving the execution of such annexation, consistent with the mutual promises, covenants and acknowledgments agreed to by the City Commission and the Applicants, as contained in this Agreement; and

WHEREAS, the Applicants collectively, are the owners of record of the parcel of land known and described as follows, comprising the property which is the subject of this Agreement (the "Property"):

PARCEL ID#: 00-00-30-0620-0001-0052

GENERALLY DESCRIBED AS: PARCEL A, LOT 5, BLK 1, SHEFFIELD SUBDIV, PLAT Bk2, Pg 43

ADDRESSED AS: 753 MAGNOLIA AVE 32034

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.

City of Fernandina Beach, Department of Planning & Conservation · 204 Ash Street Fernandina Beach, FL 32034
P: 904.310.3480 – Email: PlanningInfo@fbfl.city – www.fbfl.us
Page 5 of 8

CITY OF FERNANDINA BEACH

ATTEST:

DALE L. MARTIN
City Manager

CAROLINE BEST
City Clerk

APPROVED AS TO FORM AND LEGALITY:

T.E. Bach

TAMMI E. BACH
City Attorney

APPLICANT(S)

By: *Duane D. Rowland*
Applicant

By: *Margaret A. Rowland*
Applicant

STATE OF FLORIDA }
COUNTY OF *Duane* ^{ss} ~~NASSAU~~

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

this 10 day of JULY, 2020,

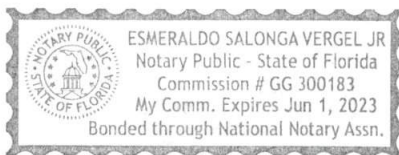
by DUANE D. ROWLAND.

[Signature]
Notary Public

ESMERALDO S. VERGEL JR
Printed Name
Expires

JUNE 1, 2023
My Commission

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



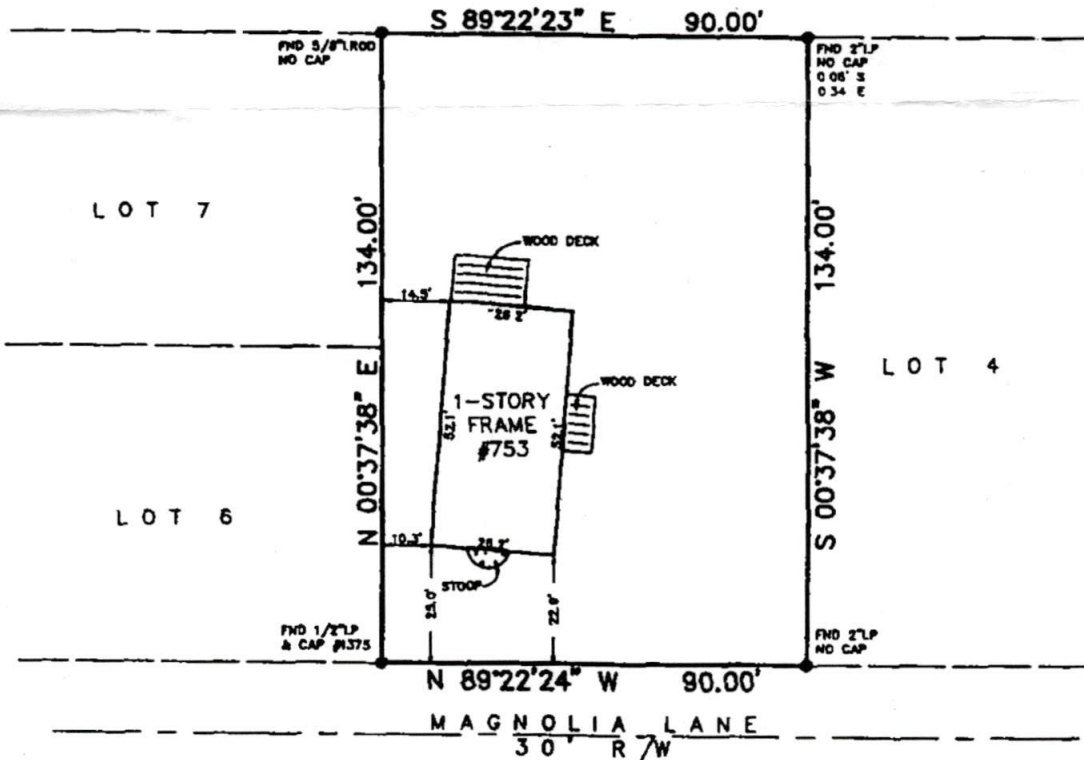
MAP SHOWING BOUNDARY SURVEY OF LOT 5, BLOCK 1, SHEFFIELD SUBDIVISION

AS RECORDED IN PLAT BOOK 2, PAGE 43, PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA.

CERTIFIED TO: RENEE ROWLAND
NASSAU TITLE SERVICES, INC
BARNETT BANK OF NASSAU COUNTY



BUENA VISTA
PLAT BOOK 5, PAGE 19



GENERAL NOTES

- (1) BEARINGS SHOWN HEREON ARE BASED ON N 89°22'24" W FOR THE NORTH R/W LINE OF MAGNOLIA LANE
- (2) THIS PROPERTY HAS NOT BEEN ABSTRACTED FOR EASEMENTS, COVENANTS, OR RESTRICTIONS
- (3) UNDERGROUND UTILITIES SERVING THIS PROPERTY HAVE NOT BEEN LOCATED OR SHOWN
- (4) THE PROPERTY SHOWN HEREON LIES WITHIN FLOOD ZONE X AS PER F.E.M.A. FLOOD INSURANCE RATE MAP, PANEL 120170 0239 C DATED 5/4/88


PGMS Corporation
 CIVIL ENGINEERING - SURVEYING - LAND PLANNING

1100 NORTH 14TH STREET, SUITE 2, FORT LAUDERDALE, FLORIDA 33304 OFFICE (904) 392-5555 FAX (904) 392-5555

I HEREBY CERTIFY THE INFORMATION SHOWN HEREON AS MEETING THE MINIMUM TECHNICAL STANDARDS FOR SURVEYING, STATE OF FLORIDA, CHAPTER 21H-6, FLORIDA ADMINISTRATIVE CODE AND/OR APPLICABLE STATUTES AND REGULATIONS AS SET FORTH BY THE BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS OF THE STATE OF FLORIDA.

BY: *Carl S. Davidson* FLORIDA CERTIFICATE NO. 3129
GEORGIA CERTIFICATE NO. 2272

CARL S. DAVIDSON, P.E.

DATE: 8/21/93	SCALE: 1"=40'
DRAWN BY: SHH	CHECKED BY: CSC
DATE: 8/21/93	SCALE: 1"=40'
DATE: 8/21/93	SCALE: 1"=40'

EXHIBIT A

NASSAU COUNTY PROPERTY APPRAISER
PARCEL REPORT



A. Michael Hickox, CFA

Cert. Res. RD1941

NASSAU COUNTY

PROPERTY APPRAISER



Change of Address

FAQ

PROPERTY INFORMATION

Parcel Number 00-00-30-0620-0001-0052

Owner Name

ROWLAND DUANE D & MARGARET A

Mailing Address

4705 EXETER LANE

JACKSONVILLE, FL 32210

Location Address

753 MAGNOLIA LN

FERNANDINA BEACH 32034

Tax District

UNINCORPORATED MIDDLE ISLAND

Millage

16.5856

Homestead

No

Property Usage

SINGLE FAM 000100

Deed Acres

0

Short Legal

BLOCK 1 LOT 5 IN OR 2163/1063 SHEFFIELD SUB PB 2/43

2019 Certified Values

Land Value

\$45,000

(+) Improved Value

\$36,335

(=) Market Value

\$81,335

(-) Agricultural Classification

\$0

(-) SOH or Non-Hx* Capped Savings

\$

(=) Assessed Value

\$81,335

(-) Homestead

\$0

(-) Additional Exemptions

\$0

(=) School Taxable Value

\$81,335

(-) Non-School HX & Other Exempt Value

\$0

(=) County Taxable Value

\$81,335

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

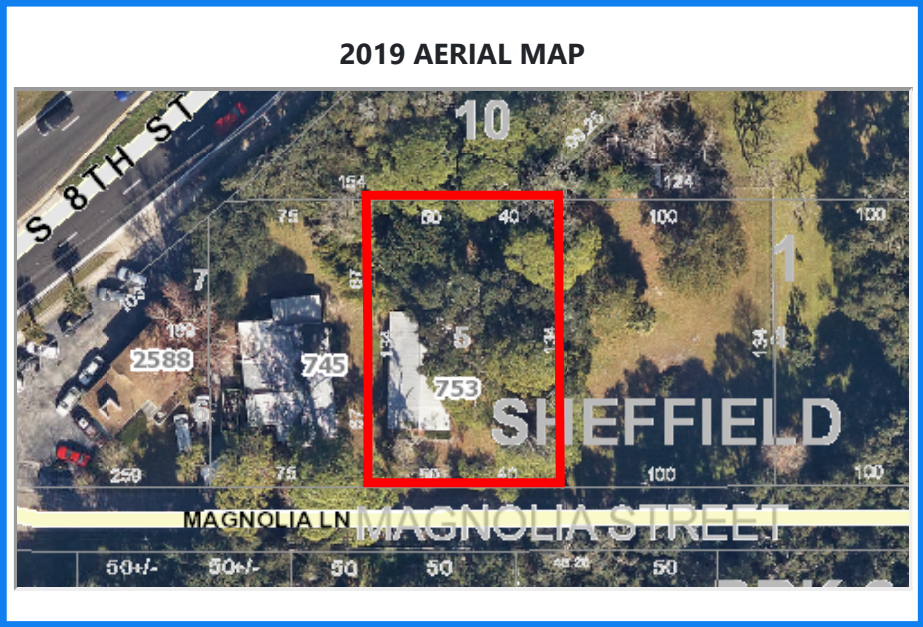
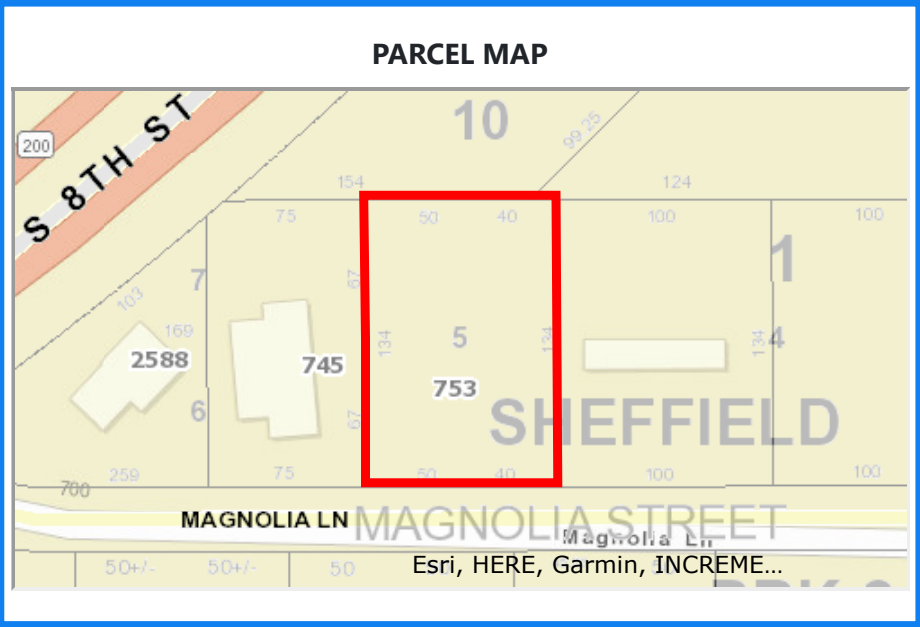
Property Search

Map This Parcel

GIS Report

Property Record Card

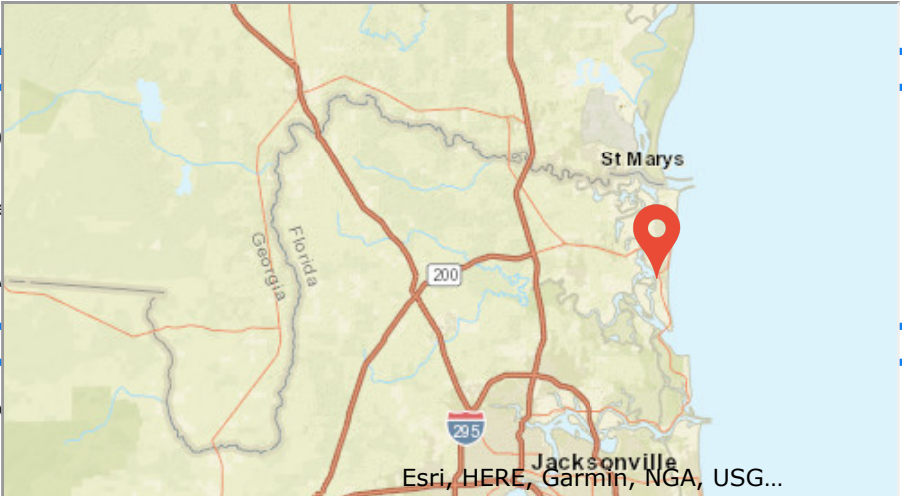
Print Friendly Page



PROPERTY PHOTO

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

LOCATION MAP



BUILDING INFO

Type	Total Area	Heated Area	Bedrooms	Baths	Primary Exter
SINGLE FAM	1400	1212	2	1	WALL BOA

MISCELLANEOUS IN

Description	Dimensions L X W
-------------	------------------

SALES INFORMATION

Sale Date	Book Page	Price	Instr	Qual	Imp	Grantor	Grantee
2017-12-07	2163 / 1063	\$75,000	WD	Q	Y	PITTS RENEE R	ROWLAND DUANE D & MARGARET A
1990-11-06	611 / 879	\$100	WD	U	Y	ROWLAND BERTHA MARIE	ROWALND RENEE
1985-10-01	471 / 579	\$20,500	WD	U	Y		

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2020-103
Budget Amendment - Peck Center / Purchase Approval - Otis Elevator Company

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2020-103

SYNOPSIS: Following a recent inspection of the Peck Center elevator, the current door operator is deemed operational; however, it is no longer in production and replacement parts are no longer being manufactured. Otis Elevator Company recommends a new door operator be installed at this time to prevent potential damage to other components of the elevator and to minimize downtime related to material lead time and installation which would restrict ADA accessibility.

The Facilities Maintenance Department requests the City Commission's approval to execute the budget amendment and authorize the purchase of the replacement door operator (see Exhibit "A"). This replacement will occur under the City's current service contract with Otis Elevator Company, TAJ05575A (see Exhibit "B").

Funds in the amount of \$23,513 are needed for the purchase of a replacement door operator. According to Code Sec 2-412 and Charter Section 74, the City Commission must approve any budget transfers over \$7,500.

FISCAL IMPACT: Funds are available in the General Fund Contingency account, 0018200 59900, to transfer to the Peck Center Repairs/Maintenance Building & Grounds account, 0017220 54610.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2020-103

Jeremiah Glisson, Fleet & Facilities Maintenance Director	7/20/2020
Nicole Bednar, Administrative Services Manager	7/21/2020
Dale L. Martin, City Manager	7/23/2020
Pauline Testagrose, Comptroller	7/27/2020
Tammi E. Bach, City Attorney	7/28/2020

Date: July 17, 2020

Submitted By: Cathy Sabattini, Administrative Coordinator

COMMISSION ACTION: Adopt

RESOLUTION 2020-103

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING AN AMENDMENT TO THE BUDGET FOR FISCAL YEAR 2019/2020; APPROVING THE PURCHASE OF A REPLACEMENT DOOR OPERATOR FROM OTIS ELEVATOR COMPANY FOR THE PECK CENTER ELEVATOR IN FISCAL YEAR 2019/2020; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, when the Peck Center Budget was prepared, funds in the amount of \$23,513 were not anticipated for the replacement of the elevator door operator in the Peck Center Department (see Exhibit "A"); and

WHEREAS, staff recommends a budget transfer in the amount of \$23,513 from the General Fund Contingency account, 0018200 59900, to the Peck Center Repairs/Maintenance Building & Grounds account, 0017220 54610; and

WHEREAS, staff requests City Commission approval to purchase a replacement door operator for the elevator in the Peck Center in Fiscal Year 2019/2020 as outlined in the proposal from Otis Elevator Company under the City's current service contract, TAJ05575A (See Exhibits "A" and "B").

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

SECTION 1. The City Commission hereby approves a budget transfer in the amount of \$23,513 from the General Fund Contingency account, 0018200 59900, to the Peck Center Repairs/Maintenance Building & Grounds account, 0017220 54610.

SECTION 2. The City Commission hereby approves the purchase of a replacement door operator from Otis Elevator Company for the Peck Center elevator in Fiscal Year 2019/2020.

SECTION 3. The City Manager and City Clerk are hereby authorized to execute all documentation pertaining to these purchases, upon the review and approval of the City Attorney.

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

ADOPTED 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



DATE: 07/08/2020

TO:
FERNANDINA BCH CITY HALL
Attn: City Manager
204 Ash Street
Fernandina Beach, FL 320344230

FROM:
Otis Elevator Company
6631 Exec Park Ct. N #206
Jacksonville, FL 32216

Frank Henderson

EQUIPMENT LOCATION:
WILLIAM PECK CENTER
516 South 10th Street
Fernandina Beach, FL 32034

PROPOSAL NUMBER: PLS200708080312

MACHINE NUMBER(S) : 454184

CUSTOMER DESIGNATION(S) : PASS ELV

CLOSED LOOP DOOR OPERATOR

(1) new closed loop door operator shall be installed. Doors on the car and at the hoistway entrances shall be power operated by means of a closed loop door operator mounted on top of the car. The door operator is a closed-loop system designed to provide consistent door performance despite changes in temperature or wind and despite the presence of minor debris in the door track. The system continuously monitors door speed and position and adjusts them to match the predefined profile.

Door operation shall be automatic at each landing, with door opening initiated as the car arrives at the landing. Closing will take place after an adjustable time interval expires. An electric car door contact shall prevent the elevator from operating unless the car door is in the closed position.

Door close shall be arranged to start after a minimal time, consistent with disabled persons' requirements. Doors shall be arranged to remain open for an adjustable time period sufficient to meet ADA requirements. Elevator cars' door-open time intervals, when the car is at a landing, shall be adjustable independently for the cars' responses to car and hall calls.

PRICE: \$ 23,513.00
Twenty-three thousand five hundred thirteen dollars

This price is based on a one hundred percent (100 %) downpayment in the amount of \$ 23,513.00.

PAYMENT TERMS:

- The base proposal price is contingent upon receiving a pre-payment of 100% of the base contract amount.
- The pre-payment amount is due in full prior to ordering material and/or mobilizing.
- If you choose the alternative down-payment amount listed below, the corresponding Add shall be applied to the base contract amount.

Down Payment Amount	Price Adjustment Percentage	Authorization (Initial)
---------------------	-----------------------------	-------------------------

50%	+10%	
-----	------	--

In the event 100% of the contract price is not paid up front, we must be paid the remaining balance no later than the completion of work. Final invoice will be submitted once work is scheduled

This proposal, including the provisions printed on the last page(s), and the specifications and other provisions attached hereto shall, when accepted by you below and approved by our authorized representative, constitute the entire contract between us, and all prior representations or agreements not incorporated herein are superseded.

Submitted by:

Title:

E-mail:

Accepted in Duplicate

CUSTOMER

Approved by Authorized Representative

Date:

Signed:

Print Name:

Title

E-mail:

Name of Company

Otis Elevator Company

Approved by Authorized Representative

Date:

Signed:

Print Name:

Title

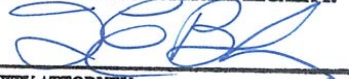
Louis DeVincentis

General Manager

☐ Principal, Owner or Authorized Representative of Principal or Owner

☐ Agent: _____
(Name of Principal or Owner)

APPROVED AS TO FORM AND LEGALITY:


CITY ATTORNEY

TERMS AND CONDITIONS

1. This quotation is subject to change or withdrawal by us prior to acceptance by you.
 2. The work shall be performed for the agreed price plus any applicable sales, excise or similar taxes as required by law. In addition to the agreed price, you shall pay to us any future applicable tax imposed on us, our suppliers or you in connection with the performance of the work described.
 3. Payments shall be made as follows: A down payment of one hundred percent (100 %) of the price shall be paid by you upon your signing of this document. Full payment shall be made on completion if the work is completed within a thirty day period. If the work is not completed within a thirty day period, monthly progress payments shall be made based on the value of any equipment ready or delivered, if any, and labor performed through the end of the month less a five percent (5%) retainage and the aggregate of previous payments. The retainage shall be paid when the work is completed. We reserve the right to discontinue our work at any time until payments shall have been made as agreed and we have assurance satisfactory to us that subsequent payments will be made when due. Payments not received within thirty (30) days of the date of invoice shall be subject to interest accrued at the rate of eighteen percent (18%) per annum or at the maximum rate allowed by applicable law, whichever is less. We shall also be entitled to reimbursement from you of the expenses, including attorney's fees, incurred in collecting any overdue payments.
 4. Our performance is conditioned upon your securing any required governmental approvals for the installation of any equipment provided hereunder and your providing our workmen with a safe place in which to work. Additionally, you agree to notify us if you are aware or become aware prior to the completion of the work of the existence of asbestos or other hazardous material in any elevator hoistway, machine room, hallway or other place in the building where Otis personnel are or may be required to perform their work. In the event it should become necessary to abate, encapsulate or remove asbestos or other hazardous materials from the building, you agree to be responsible for such abatement, encapsulation or removal, and in such event Otis shall be entitled to delay its work until it is determined to our satisfaction that no hazard exists and compensation for delays encountered if such delay is more than sixty (60) days. In any event, we reserve the right to discontinue our work in the building whenever in our opinion this provision is being violated.
 5. Unless otherwise agreed in writing, it is understood that the work shall be performed during our regular working hours of our regular working days. If overtime work is mutually agreed upon and performed, an additional charge therefore, at our usual rates for such work, shall be added to the contract price. The performance of our work hereunder is conditioned on your performing the preparatory work and supplying the necessary data specified on the front of this proposal or in the attached specification, if any. Should we be required to make an unscheduled return to your site to begin or complete the work due to your request, acts or omissions, then such return visits shall be subject to additional charges at our then current labor rates.
 6. Title to any material to be furnished hereunder shall pass to you when final payment for such material is received. In addition, we shall retain a security interest in all material furnished hereunder and not paid for in full. You agree that a copy of this Agreement may be used as a financing statement for the purpose of placing upon public record our interest in any material furnished hereunder, and you agree to execute a UCC -1 form or any other document reasonably requested by us for that purpose.
 7. Except insofar as your equipment may be covered by an Otis maintenance or service contract, it is agreed that we will make no examination of your equipment other than that necessary to do the work described in this contract and assume no responsibility for any part of your equipment except that upon which work has been done under this contract.
 8. Neither party shall be liable to the other for any loss, damage or delay due to any cause beyond either parties reasonable control, including but not limited to acts of government, strikes, lockouts, other labor disputes, fire, explosion, theft, weather damage, flood, earthquake, riot, civil commotion, war, mischief or act of God.
 9. We warrant that all services furnished will be performed in a workmanlike manner. We also warrant that any equipment provided hereunder shall be free from defects in workmanship and material. Our sole responsibility under this warranty shall be at our option to correct any defective services and to either repair or replace any component of the equipment found to be defective in workmanship or material provided that written notice of such defects shall have been given to us by you within ninety (90) days after completion of the work or such longer period as may be indicated on the front of this form. All defective parts that are removed and replaced by us shall become our property. We do not agree under this warranty to bear the cost of repairs or replacements due to vandalism, abuse, misuse, neglect, normal wear and tear, modifications not performed by us, improper or insufficient maintenance by others, or any causes beyond our control. We shall conduct, at our own expense, the entire defense of any claim, suit or action alleging that, without further combination, the use by you of any equipment provided hereunder directly infringes any patent, but only on the conditions that (a) we receive prompt written notice of such claim, suit or action and full opportunity and authority to assume the sole defense thereof, including settlement and appeals, and all information available to you for such defense; (b) said equipment is made according to a specification or design furnished by us; and (c) the claim, suit or action is brought against you. Provided all of the foregoing conditions have been met, we shall, at our own expense, either settle said claim, suit or action or shall pay all damages excluding consequential damages and costs awarded by the court therein and, if the use or resale of such equipment is finally enjoined, we shall, at our option, (i) procure for you the right to use the equipment, (ii) replace the equipment with equivalent noninfringing equipment, (iii) modify the equipment so it becomes noninfringing but equivalent, or (iv) remove the equipment and refund the purchase price (if any) less a reasonable allowance for use, damage and obsolescence.
- THE EXPRESS WARRANTIES SET FORTH IN THIS ARTICLE 9 ARE THE EXCLUSIVE WARRANTIES GIVEN; WE MAKE NO OTHER WARRANTIES EXPRESS OR IMPLIED, AND SPECIFICALLY MAKE NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE; AND THE EXPRESS WARRANTIES SET FORTH IN THIS ARTICLE ARE IN LIEU OF ANY SUCH WARRANTIES AND ANY OTHER OBLIGATION OR LIABILITY ON OUR PART.
10. Under no circumstances shall either party be liable for special, indirect, liquidated, or consequential damages in contract, tort, including negligence, warranty or otherwise, notwithstanding any indemnity provision to the contrary. Notwithstanding any provision in any contract document to the contrary, our acceptance is conditioned on being allowed additional time for the performance of the Work due to delays beyond our reasonable control. Your remedies set forth herein are exclusive and our liability with respect to any contract, or anything done in connection therewith such as performance or breach thereof, or from the manufacture, sale, delivery, installation, repair or use of any equipment furnished under this contract, whether in contract, in tort (including negligence), in warranty or otherwise, shall not exceed the price for the equipment or services rendered.
 11. To the fullest extent permitted by law, you agree to hold us harmless, and defend us and indemnify us against any claim or suit for personal injury or property damage arising out of this contract unless such damage or injury arises from our sole negligence.
 12. It is agreed that after completion of our work, you shall be responsible for ensuring that the operation of any equipment being furnished hereunder is periodically inspected. The interval between such inspections shall not be longer than what may be required by the applicable governing safety code. Notwithstanding any other provisions hereof, if any part delivered hereunder incorporates software, the transaction is not a sale of such software; rather, you are hereby granted merely a license to use such software solely for operating the equipment for which such part was ordered. By accepting delivery of such part, you agree not to copy or let others copy such software for any purpose whatsoever, to keep such software in confidence as a trade secret, and not to transfer possession of such part to others except as a part of a transfer of ownership of the equipment in which such part is installed, provided that you inform us in writing about such ownership transfer and the transferee agrees in writing to abide by the above license terms.
 13. In furtherance of OSHA's directive contained in 29 C.F.R. § 1910.147(f)(2)(i), which requires that a service provider (an "outside employer") and its customer (an "on-site employer") must inform each other of their respective lock out/tag out ("LOTO") procedures whenever outside servicing personnel are to be engaged in control of hazardous energy activities on the customer's site, Otis incorporates by reference its mechanical LOTO procedures and its electrical LOTO procedures. These procedures can be obtained at www.otis.com by (1) clicking on "The Americas" tab on the left side of the website; (2) choosing "US/English" to take you to the "USA" web page; (3) clicking on the "Otis Safety" link on the left side of the page; and (4) downloading the "Lockout Tagout Policy Otis 6.0" and "Mechanical Energy Policy Otis 7.0," both of which are in .pdf format on the right side of the website page. Customer agrees that it will disseminate these procedures throughout its organization to the appropriate personnel who may interact with Otis personnel while Otis personnel are working on site at Customer's facility.
 14. This Agreement constitutes the entire understanding between the parties regarding the subject matter hereof and may not be modified by any terms on your order form or any other document, and supersedes any prior written or oral communication relating to the same subject. Any amendment or modifications to this Agreement shall not be binding upon either party unless agreed to in writing by an authorized representative of each party.



DATE: September 4, 2007

RECEIVED

SEP 18 2007

TO:
City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034

FROM: Otis Elevator Company
Jacksonville, FL
Otis Elevator Company
6631 Executive Park Court
Suite 206
Jacksonville, FL 32216

EQUIPMENT LOCATION:
Fernandina Beach City Hall
204 Ash Street
Fernandina Beach, FL 32034

William Peck Center
516 South 10th Street
Fernandina Beach, FL 32304

PROPOSAL NUMBER:

EQUIPMENT DESCRIPTION:

Number of Units	Manufacturer	Type of Units	Machine Numbers
Two (2)	Otis	Hydraulic	454184, 458492

OTIS MAINTENANCE

We propose to furnish Otis Maintenance on the equipment ("Units") described above. Otis Maintenance is a full preventive maintenance service intended to protect your investment, extend equipment life, and provide a high level of performance and reliability.

OTIS MAINTENANCE MANAGEMENT SYSTEMSM

We will use the Otis Maintenance Management SystemSM preventive maintenance program to deliver service tailored to your specific building needs. Equipment type, component life, equipment usage, and building environment will be taken into account by the OMMS[®] scheduling system, which will be used to plan maintenance activities in advance. The Units will be provided with devices to monitor equipment usage. We will use OMMS[®] standard work processes developed and continuously improved by Otis.

Under this Contract, we will maintain the Units on the following terms and conditions:

PERFORMANCE

MAINTENANCE

We will maintain the Units using trained personnel directly employed and supervised by us. The maintenance will include inspection, lubrication, adjustment, and, if conditions or usage warrant, repair or replacement of the following parts:

- Controller parts, selectors and dispatching equipment, relays, solid-state components, transducers, resistors, condensers, power amplifiers, transformers, contacts, leads, dashpots, timing devices, computer and microcomputer devices, steel selector tapes, mechanical and electrical driving equipment, signal lamps, and position indicating equipment.
- Door operators, car door hangers, car door contacts, door protective devices, load weighing equipment, car frames, car safety mechanisms, platforms, car and counterweight guide shoes including rollers and gibs, and emergency car lighting.
- Hoistway door interlocks and hangers, bottom door guides, and auxiliary door closing devices.
- Machines, worms, gears, thrust bearings, drive sheaves, drive sheave shaft bearings, brake pulleys, brake coils, contacts, linings, and component parts.
- Motors, motor generators, motor windings, rotating elements, commutators, brushes, brush holders, and bearings.
- Governor components, governor sheaves and shaft assemblies, bearings, contacts, governor jaws, deflector or secondary sheaves, car and counterweight buffers, car and counterweight guide rails, car and counterweight sheave assemblies, top and bottom limit switches, governor tension sheave assemblies, and compensating sheave assemblies.
- Pumps, pump motors, operating valves, valve motors, leveling valves, plunger packings, exposed piping, above ground plungers and cylinders, and hydraulic fluid tanks.
- Escalator handrails, handrail drive chains, handrail brush guards, handrail guide rollers, alignment devices, steps, step treads, step wheels, step chains, step axle bushings, comb plates, floor plates, tracks, external gearing, and drive chains.
- Escalator upper drives, upper drive bearings, tension sprocket bearings, upper newel bearings and lower newel bearings, demarcation lights, and comb lights.

In addition, we will replace all wire ropes or coated steel belts as often as necessary to maintain an appropriate factor of safety. As conditions, usage, or Code warrants, we will equalize the tension on hoisting ropes, resocket ropes for drum machines, and repair or replace conductor cables and hoistway and machine-room elevator wiring.

RELIABILITY

PARTS INVENTORY

We will during the term of this Contract maintain, either in the elevator machine room or as part of our examiner's mobile inventory, a supply of frequently used replacement parts and lubricants selected by Otis to meet the specific routine requirements of the Units. Any parts replaced under this Contract will be with new parts manufactured or selected by Otis or with parts refurbished to Otis standards. Replacement parts stored in the machine room remain our property until installed in the Units. We will furnish replacement parts in exchange for the parts replaced. We further agree to maintain a supply of routine replacement parts in our local parts warehouse inventory and/or the Otis Service Center, available for express delivery in case of emergencies.

MAJOR COMPONENT INVENTORY

We will maintain a supply of genuine Otis major components available for emergency replacement in our warehouse inventory. This inventory includes, but is not limited to, generator rotating elements, motor rotating elements, brake magnets, solid-state components, selector tapes, and door operator motors. Major components will be in our warehouse inventory or available from facilities located throughout North America.

QUALITY CONTROL

We will periodically conduct field audits of our personnel and the Units to maintain quality standards. Otis field engineers will provide technical assistance, technical information, and Code consultation to support our maintenance organization.

RESPONSIVENESS

24-HOUR DISPATCHING

We will, at your request, provide you with access to e*Service via Otis.com and our OTISLINE® 24-hour, year-round dispatching service. In the event a Unit malfunction occurs between regular examinations, you will be able to place a service call on e*Service or through an OTISLINE® customer service representative, who will, at your request, dispatch an examiner to perform service. In the event Otis receives an ADA call outside of regular working hours, Otis shall make at least one attempt to contact a building representative for an assessment of the situation and authorization to respond to the call. If Otis is unable to reach a building representative, Otis shall respond to the ADA call. The visit will be treated as a Callback outside of regular working hours.

COMMUNICATION

CUSTOMER REPRESENTATIVE

As a service to you, and at your request an Otis representative will be available to discuss with you your elevator needs in the areas of modernization, traffic handling ability, recommendations and requirements of Code authorities, proper use and care of the Units, and the OMMS® program. There is no additional charge for this consulting service, but by making this service available to you, Otis does not assume any duty to warn.

REPORTS – e*SERVICE

We will use the OMMS® program to record completion of maintenance procedures. We will, at your request, provide you access to e*Service via Otis.com. You will be able to access twelve (12) months of repair, completed maintenance procedure and service call history for the Unit(s). You will be responsible for obtaining Internet access to use e*Service.

SAFETY AND ENVIRONMENT

SAFETY TESTS – TRACTION ELEVATORS

We will periodically examine safety devices and governors of the Units. We will conduct an annual no load test and perform at each fifth year a full load, full speed test of safety mechanisms, overspeed governors, and car and counterweight buffers. If required, the governor will be recalibrated and sealed for proper tripping speed, and elevator car balances will be checked.

As required by Code, or once every five years at a minimum, we will measure the coated steel belts for factor of safety using a method approved by the manufacturer.

SAFETY TESTS – HYDRAULIC ELEVATORS

We will conduct an annual no load test and annual pressure relief valve test.

SAFETY TESTS - ROPED HYDRAULIC ELEVATORS

We will periodically examine safety devices and governors of the Unit. We will conduct an annual no load test, annual pressure relief valve test, and perform at each fifth year a full load, full speed test of safety mechanisms, overspeed governors, and car buffers. If required, the governor will be recalibrated and sealed for proper tripping speed.

FIREFIGHTERS' SERVICE TEST

If the equipment has firefighter's service, you assume responsibility for performing and keeping a record of any Code required tests and for the maintenance and functioning of the smoke and/or heat detectors.

SAFETY TRAINING

We will instruct our personnel to use appropriate personal protection equipment and follow safe work practices.

ENVIRONMENTAL PROTECTION

Otis endeavors to reduce generation of waste materials, to minimize risks to the environment, customers, the general public and Otis employees, and to comply with all federal and state environmental laws and regulations. Material Safety Data Sheet (MSDS) Manuals are available for review at your request.

You assume responsibility for removal of wastes, including but not limited to hydraulic oil, asbestos, etc., as it is not part of this Contract.

MAINLINE DISCONNECTS

You agree to engage a qualified electrician to service at least once annually the elevator mainline disconnects located in the elevator equipment room.

WORK SCHEDULE

NORMAL HOURS

All maintenance procedures and repairs will be performed during our regular working hours of our regular working days for the examiners who perform the service. All lamp and signal replacements will be performed during regular examinations.

For purposes of this Contract, a Callback is a response by Otis to a request for service or assistance made (a) by the customer or customer representative, (b) by the building or building representative; (c) by emergency personnel; (d) through the ADA phone line, and/or (e) through REM[®] monitoring system, for service or assistance, on an as needed basis, excluding regularly scheduled maintenance.

Regular working hours: 8:00 AM – 4:30 PM.

Regular working days: Monday – Friday excluding holidays.

OVERTIME

Callbacks outside of regular working hours will be billed at standard overtime rates.

OWNERSHIP AND LICENSES

WIRING DIAGRAMS

You agree to provide us with current wiring diagrams reflecting all previously made changes for Units covered by this Contract to facilitate proper maintenance of the equipment. We shall maintain the wiring diagrams so that they properly reflect any changes made by Otis to the equipment. These diagrams will remain your property.

OTIS SERVICE EQUIPMENT

Any counters, meters, tools, remote monitoring devices, or communication devices which we may use or install under this Contract remain our property, solely for the use of Otis employees. Such service equipment is not considered a part of the Units. You grant us the right to store or install such service equipment in your building and to electrically connect it to the Units. You will restrict access to the service equipment to authorized Otis personnel. You agree to keep the software resident in the service equipment in confidence as a trade secret for Otis. You will not permit others to use, access, examine, copy, disclose or disassemble the service equipment or the software resident in the service equipment for any purpose whatsoever. If the service is terminated for any reason, we will be given access to your premises to remove the service equipment, including the resident software, at our expense.

OTIS SOFTWARE

Software owned by Otis may be embedded in parts or otherwise provided by Otis as part of this maintenance agreement. You have the right to use this software only for operation of the units for which the part was provided. You may also make a backup or archival copy of the software, provided you reproduce the copyright notice and any other legend of ownership on the copy. You may not otherwise copy, display, adapt, modify, distribute, reverse assemble, reverse compile, or otherwise translate the software. You will not transfer possession of the software except as part of a transfer of ownership of the Units and the assumption of the rights and obligations under this agreement by the transferee.

NON-OTIS SOFTWARE

You retain your rights to any software not provided by Otis contained in the Units and agree to allow Otis to make one backup or archival copy for you.

THE UNITS

It is agreed that we do not assume possession or control of the Units, that such Units remain yours solely as owner and operator, lessee, or agent of the owner or lessee, and that you are solely responsible for all requirements imposed by any federal, state, or local law, Code, ordinance or regulation.

CLARIFICATIONS

This Contract does not cover car enclosures (including, but not limited to, wall panels, door panels, car gates, plenum chambers, hung ceilings, lighting, light diffusers, light tubes and bulbs, handrails, mirrors and floor coverings), rail alignment, hoistway enclosures, hoistway gates, hoistway inserts and brackets, mainline disconnect switches, doors, door frames, sills, swing door hinges and closing devices, below ground or unexposed hydraulic cylinders and plungers, buried or unexposed piping, escalator balustrades, escalator lighting or wedge guards. Without affecting our obligation to provide service under this Contract, you agree to permit us to train our personnel on the Units. This Contract does not cover computer and microcomputer devices, such as terminal keyboards and display units, that are not exclusively dedicated to the elevator system. This Contract does not cover telephones installed by others, intercoms, heat sensors, smoke sensors, communications equipment, or safety signaling equipment, or instructions or warnings in connection with use by passengers.

We will not be required: (i) to make any tests other than that as specifically set forth herein, (ii) to make any replacements with parts of a different design or type, (iii) to make any changes in the existing design of the Units, (iv) to alter, update, modernize or install new attachments to any Units, whether or not recommended or directed by insurance companies or by governmental authorities, (v) to make repairs or replacements necessitated by failures detected during or due to testing of the Units or buried or unexposed hydraulic cylinders or piping and (vi) to make any replacements, renewals, or repairs necessitated by any obsolete or discontinued part of the Unit(s) or by reason of any cause beyond our control (except ordinary wear and tear) including, but not limited to, fire, explosion, theft, floods, water, weather, earthquake, vandalism, misuse, abuse, mischief, or repairs by others.

You assume responsibility for the cost of correcting all Elevator Code violations existing on the date we enter into this Contract. If such Code violations or other outstanding safety violations are not corrected in accordance with this Contract, Otis may with respect to the equipment not meeting Code requirements cancel this Contract by providing thirty (30) days written notice.

We will not be liable for any loss, damage or delay due to any cause beyond our reasonable control including, but not limited to, acts of government, strikes, lockouts, other labor disputes, fire, explosion, theft, floods, water, weather, earthquake, riot, civil commotion, war, vandalism, misuse, abuse, mischief, or acts of God.

Notwithstanding any other agreement or provision to the contrary, under no circumstances will we be liable for any indirect, special or consequential damages of any kind including, but not limited to, fines or penalties, loss of profits, loss of rents, loss of good will, loss of business opportunity, additional financing costs, or loss of use of any equipment or property, whether in contract, tort, warranty or otherwise.

You agree to provide us unrestricted ready and safe access to all areas of the building in which any part of the Units are located, to keep all machine rooms and pit areas free from water, stored materials, and debris, to provide a safe work place for our personnel, to remove and remediate any waste or hazardous materials in accordance with applicable laws and regulations, and to provide a grounded, 3-prong electrical system and proper lighting in the machine rooms and pits.

If any Unit is malfunctioning or is in a dangerous condition, you agree to notify us as soon as possible using the 24-hour OTISLINE® service. Until the problem is corrected, you agree to remove the Unit from service and take all necessary precautions to prevent access or use.

You will provide written notice within twenty-four hours after occurrence of any accident in or about the elevator (s) and/or escalator(s) to us and if required by law, to any local authorities. You further agree to preserve replaced parts.

Escalator Units are designed only for transporting passengers. For escalator Units, you agree to take all necessary measures to prevent other items from being conveyed, so that features designed to protect passengers and prevent property damage are not damaged. When stationary, escalators are to be properly barricaded and not to be used as steps.

You agree to properly post, maintain, and preserve any and all instructions or warnings to passengers in connection with the use of any Units.

ALTERATIONS

You will not allow others to make alterations, additions, adjustments, or repairs to the equipment.

SPECIAL PROVISIONS

Nonperformance

You may by written notice to Otis, terminate the Contract if we materially fail to perform any of the substantive obligations under the Contract, and do not cure such failure within ninety (90) days after receipt of such written notice specifying in detail such failure.

Annual Price Adjustment Cap

We will apply an annual price adjustment cap not to exceed seven (7%) per year

Florida OEI Inspection

Otis will hire, schedule and perform the state required annual third party inspection and / or test witnessing of your elevators as required by ASME ANSI Code A17.1 for elevators for an additional fee (currently \$210 for each elevator) to be billed separately. To waive this option and schedule inspections on your own please initial _____.

Termination of Elevator #454184 City Hall Elevator

This unit may be terminated from this Agreement in the event (a) the unit is permanently removed from service; or (b) the building in which the equipment is located is sold, leased, transferred or otherwise conveyed to a bona fide third party, then the Customer may terminate this Unit from the Agreement upon thirty (30) days written notice to Otis, and the contract price set forth below shall be reduced by fifty percent (50%) effective on the thirty first (31st) day following Otis' receipt of the required thirty (30) day written notice, as provided above.

CONTRACT PRICE AND TERM

CONTRACT PRICE

Four Hundred Twenty Five and No/100 Dollars (\$425.00) per month, payable annually

PRICE ADJUSTMENT

The Contract Price will be adjusted on the date of any labor rate adjustment under Otis' contract with the International Union of Elevator Constructors (IUEC Contract) to reflect increases or decreases in material and labor costs.

A. Material

Fourty Two and 50/100 Dollars (\$42.50) of the original Contract Price will be increased or decreased by the percent increase or decrease shown by the index of "Producer Commodity Prices for Metals and Metal Products" published by the U. S. Department of Labor, Bureau of Statistics for the price adjustment month compared with the index on **2/1/07** which was **187.8**.

B. Labor

Three Hundred Eighty Two and 50/100 Dollars (\$382.50) of the original Contract Price will be increased or decreased by the percent increase or decrease in the straight time hourly labor cost under the IUEC contract on **1/1/07** which was **\$48.902**. The phrase "straight time hourly labor cost" means the sum of the straight time hourly labor rate plus the hourly cost of fringe benefits paid to elevator examiners in the locality where the equipment is to be maintained.

TERM

The Commencement Date will be **October 1, 2007**. The Term of this Contract will be for five (5) years beginning on the Commencement Date. The Contract will automatically be renewed at each fifth anniversary for an additional five (5) year term unless terminated by either party by giving written notice to the other party at least ninety (90) days, but no more than 120 days prior to the end of the then current five (5) year term.

EXTENDED TERM

The Term of this Contract will be extended as selected below, and we will apply the corresponding discount to the net billing amount.

Extended

Extended Term

<u>Contract Term</u>	<u>Discount</u>	<u>Selection</u>	<u>Initial</u>
Ten (10) Years (TOTAL)	3%	☒	<u>MN</u>
Fifteen (15) Years	5%	☐	
Twenty (20) Years	7%	☐	

In the event a customer chooses an extended term, the Contract will automatically renew at the expiration of the Extended Contract Term for successive periods equal to the initial Extended Contract Term. Either party may terminate the Contract at the end of the initial Extended Contract Term or at the end of any subsequent Extended Contract Term by giving the other party at least ninety (90) days written notice prior to the end of the then current Term.

At the end of the initial Extended Contract Term, or at the end of any subsequent Extended Contract Term, you may elect to have the subsequent terms reduced to five (5) year periods by giving us at least ninety (90) days written notice prior to the end of the then current Term. If such notice is given, the Extended Term Discount will be discontinued upon the subsequent automatic renewal date of this agreement.

In the event the contract is terminated for any reason prior to the expiration date of the contemplated Extended Term or any subsequent Extended Term, you agree to pay us the amount of the full Extended Term Discount you received during the Extended Term or any subsequent Extended Term. This is in addition to and not in lieu of any other rights or remedies we may have.

You agree to notify us if the property is sold, there is a transfer of ownership or if there is a change in management of the property. You also agree to advise the new owner, manager or transferee of the existence of this maintenance contract including its terms and obligations. You agree to assign the contract to the new owner of the building.

PAYMENTS

Beginning on the Effective Date, payments will be due and payable on or before the first day of the contract year in which services are rendered beginning on the Commencement Date. If an alternate payment plan is selected other than the standard annual payment, the following additional cost will be applied to the net billing amount:

Billing Frequency	Add to Contract Price	Selection	Initial
Semiannual	1%	☐	
Quarterly	3%	☐	
Monthly	4%	☐	

The method of payment will be by check.

The work shall be performed for the agreed price plus any applicable sales, excise or similar taxes as required by law. In addition to the agreed price, you shall pay to us any future applicable tax imposed on us, our suppliers or you in connection with the performance of the work described.

You agree to pay a late charge from the date such sums become due of one and one-half percent (1.5%) per month, or the highest legally permitted rate, whichever is less, on any balance past due for more than thirty (30) days, together with all costs (including, but not limited to, attorneys' fees) incurred by us to collect overdue amounts.

Failure to pay any sum due by you within sixty (60) days will be a material breach. We may at our option declare all sums due or to become due for the unexpired term immediately due and payable as liquidated damages, and until the same are paid be discharged from further obligations under the contract.

ACCEPTANCE

This proposal, when accepted by you below and approved by our authorized representative, will constitute the entire and exclusive contract between us for the services to be provided and your authorization to perform as outlined herein. All prior or contemporaneous oral or written representations or agreements not incorporated herein will be superseded. Any purchase order issued by you in connection with the services to be provided will be deemed to be issued for your administrative or billing identification purposes only, and the parties hereto intend that the terms and conditions contained herein will exclusively govern the services to be provided. We do not give up rights under any existing contract until this proposal is fully executed. This Contract may not be changed, modified, revised or amended unless in

writing signed by you and an authorized representative of Otis. Further, any manual changes to this form will not be effective as to Otis unless initialed in the margin by an authorized representative of Otis.

THIS QUOTATION is valid for ninety (90) days from the proposal date.

Submitted by: Steve Valdes
Steve Valdes
 Title: **Account Manager**

Accepted in Duplicate

CUSTOMER

Approved by Authorized Representative

Date: 9/13/07

Signed: X [Signature]

Print Name: Michael J. Czymbor

Title: City Manager

E-mail: mczymbor@fbfl.org

Name of Company: City of Fernandina Beach

OTIS ELEVATOR COMPANY

Approved by Authorized Representative

Date: 9/27/07

Signed: [Signature]

Print Name: J. Seroky

Title: **Branch Manager**

☐ Principal, Owner or
 Authorized Representative of Principal or Owner

☐ Agent
 (Name of Principal or Owner)

Approved as to form and legality
 for use and reliance by the City
 of Fernandina Beach, Florida

[Signature]
 City Attorney

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2020-104
Final Plat Approval - Cottages at Amelia

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2020-104

SYNOPSIS: The attached Resolution grants approval for a twenty dwelling unit townhouse subdivision, to be known as "Cottages at Amelia." This is a re-plat of lots 1,2,3,7 and the north half of lot 6 in block 134 as shown on the official plat of the City of Fernandina Beach (1887 and 1901).

FISCAL IMPACT: Building permit fees, municipal and utility impact fees, and property taxes for construction of twenty new single family townhomes.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2020-104.

Nicole Bednar, Administrative Services Manager	7/20/2020
Dale L. Martin, City Manager	7/23/2020
Pauline Testagrose, Comptroller	7/27/2020
Tammi E. Bach, City Attorney	7/28/2020
Katie Newton, Legal Assistant	7/28/2020

Kelly N. Gibson, AICP

Date: July 17, 2020

Submitted By: Kelly Gibson, AICP, Planning Director

COMMISSION ACTION: Adopt

RESOLUTION 2020-104

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING FINAL PLAT/ RE-PLAT TITLED, "COTTAGES AT AMELIA"; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Simmons 9, LLC has applied to the City Commission of the City of Fernandina Beach, Florida, for approval of a final plat titled, "Cottages at Amelia"; and

WHEREAS, the "Cottages at Amelia", includes the re-configuration of City of Fernandina Beach 1887 and 1901 platted block 134 lots 1,2,3,7, and the north half of lot 6 to twenty single family home sites as consistent with the 8th Street Small Area Plan; and

WHEREAS, staff has reviewed the applicant's request for final plat and found the request to be compliant with the City's Comprehensive Plan, Land Development Code, and more specifically the City's established vision to enable residential infill development along the 8th Street corridor; and

WHEREAS, on July 8, 2020, the Planning Advisory Board reviewed the final plat and issued a recommendation of approval.

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

SECTION 1. The plat titled "Cottages at Amelia," is hereby accepted and approved as a final plat.

SECTION 2. This Resolution shall take effect immediately upon passage.

ADOPTED this 4th day of August, 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



STAFF REPORT
PAB 2020-0006 (Final Plat)
Planning Advisory Board Hearing
July 8th, 2020

APPLICATION FOR FINAL PLAT
REPLAT A PORTION OF CITY BLOCK 134 – S. 8TH STREET

APPLICATION & SURROUNDING AREA INFORMATION:

OWNER/APPLICANT:	Simmons 9 LLC.				
AGENT:	Nick Gillette, P.E. Gillette & Associates, Inc.				
REQUESTED ACTION:	Replat a portion of City Block 134				
LOCATION:	Southeast corner of South 8 th and Date Street				
CURRENT ZONING:	MU-8				
CURRENT LAND USE:	8 th Street Mixed Use				
EXISTING USES ON SITE:	Vacant - Recently demolished Taylor Rental Buildings				
PROPERTY SIZE:	1.03 Acres				
ADJACENT PROPERTIES:	<u>Direction</u>	<u>Existing Use(s)</u>	<u>Year Built</u>	<u>Zoning</u>	<u>FLUM</u>
	North	Commercial	1986	MU-8	8 th Street MU
	South	Commercial	1950	MU-8	8 th Street MU
	East	Hope House & SFH	-	MU-8	8 th Street MU
	West	Commercial	-	MU-8	8 th Street MU

*** All required application materials have been received. All fees have been paid. All required notices have been made. All copies of required materials are part of the official record and have been made available on the City's website, the City Clerk's Office and at the Department of Planning & Conservation. ***

SUMMARY OF REQUEST AND BACKGROUND INFORMATION:

The applicant is requesting final plat (replat) approval for a 20-lot townhome subdivision. The redevelopment of the site will consist of ten, two-unit buildings with rear loaded garage access via a singular shared driveway off Date Street. The Cottages at Amelia replat is the first infill redevelopment project along the 8th Street corridor. The 8th Street Small Area Mixed Use Land Use designation was created in 2016 after years of discussion around creating a vibrant mixed-use corridor for the gateway into downtown Fernandina Beach. Additional background data on the efforts to revitalize 8th Street and the 8th Street Small Area Plan may be found on the City's website at www.fbfl.us/8thStreet.

CONSISTENCY WITH THE COMPREHENSIVE PLAN:

Policy 1.02.02. The approval of all development shall be subject to the availability of adequate levels of service for all facilities and services that are subject to concurrency management requirements.

Policy 1.02.03. The City shall ensure that the location, scale, timing, and design of development is coordinated with the availability of public facilities and services. The City seeks to ensure compact development patterns that integrate neighborhood and commercial activities and promote connectivity through the use of sidewalks, bike lanes and alternative low-speed shared-use vehicle paths in order to achieve a reduction in vehicular trips on arterial roadways. The purpose of this policy is to prevent the proliferation of urban sprawl and to achieve cost effective and energy efficient land development patterns and avoid or eliminate existing patterns that may be described as: described below.



STAFF REPORT
PAB 2020-0006 (Final Plat)
Planning Advisory Board Hearing
July 8th, 2020

- a. No Areas of urban development or uses, which are not functionally related to land uses which predominate the adjacent area;
- b. No Areas of urban development or uses which fail to maximize the use of existing public facilities;
- c. No Areas of urban development or uses which fail to use areas within which public services are currently provided; and
- d. No Leapfrog/scattered development or ribbon/strip commercial development patterns.

Policy 1.07.08 8th Street Small Area Mixed Use (MU8)

It is the purpose of the 8th Street Small Area Mixed Use land use category to provide flexible land use and design that promotes pedestrian-level activity. The MU8 land use is intended to promote the 8th Street corridor as a thriving gateway to the historic downtown of Fernandina. The only area where the 8th Street small area land use (MU8) is permissible are those properties located along the southern half (1/2) of the Ash Street Block extending to non-historic district properties on the fronting Beech Street and along the eastern half (1/2) block of 9th Street on the northern extent of the corridor. Then, extending along eastern half block of 8th Street to the western half block of 9th Street between Beech Street and properties just south of Cedar Street and continuing along the eastern half block of 8th Street to the western half block of 9th Street between Cedar Street and Fir Street. Finally, extending south on Fir Street for the entire block width between 7th and the western half block of 9th Street, terminating at Lime Street.

- A. This district provides for integrated or stand-alone commercial retail, offices, housing, and civic uses. Convenient access to transit opportunities, innovative housing options, and pedestrian-oriented design are key considerations in the redevelopment of these areas.
- B. Warehouse storage and heavy industrial uses shall not be permissible within this land use category.
- C. Uses allowable within the MU8 land use category recognizes the desire to maintain commercial development while integrating residential allowances to fulfill market demand for housing needs and to provide commercial services easily accessible to residents within the area.
- D. The maximum density is up to 18 units per acre.
- E. The maximum intensity of non-residential development shall not exceed a FAR of 2.0.

Policy 4.01.01. The following level of service standards are hereby adopted, and shall be used as the basis for determining the availability of facility capacity and the demand generated by a development.

Facility/Service Area	Level of Service Standard
Wastewater Treatment System	300 gallons per day per ERU (Equivalent Residential Unit)
Solid Waste Facilities	Average Solid Waste Generation Rate: 5.9 pounds per capita per day
Stormwater Management Facilities	See Policy 4.02.01
Potable Water Facilities	Water Allocation Level of Service: 350 gallons per day per ERU (Equivalent Residential Unit)
Fire-Rescue Services	240-second travel time to 90% of the incidents (EMS with AED or BLS) & 480-second travel time to 90% of the incidents (ALS Response)



STAFF REPORT
PAB 2020-0006 (Final Plat)
Planning Advisory Board Hearing
July 8th, 2020

**Police and Law
Enforcement Services**

Response Time: 3 minutes or less for emergency calls and 7 minutes or less for non-emergency calls.

Policy 10.08.05. The City Shall only issue a concurrency approval for a subdivision plat or site plan for residential development where:

- a. The School District's findings indicate adequate school facilities will be in place or under actual construction in the affected concurrency service area (CSA) within three (3) years after the issuance of the subdivision plat or site plan for each level of school; or**
- b. Adequate school facilities are available in a contiguous CSA as listed in Table 10-2, or under actual construction within three (3) years and the impacts of development can be shifted to that area. If capacity exists in more than one CSA or school within a CSA, the School District shall determine where the impact shall be shifted; or**
- c. The developer executes a legally binding commitment to provide mitigation proportionate to the demand for public school facilities to be created by the actual development of the property subject to the final plat or site plan, as provided in the policies under Objective 10.09.**

The proposed development is consistent with the Comprehensive Plan's direction for compact urban development which maximizes the use of existing public facilities. The proposed townhome units comply with the City's definition of "Net Density" and are a permissible housing type in the Land Development Code. The 8th Street Mixed Use district was intended to be flexible and allow for standalone residential development as is proposed with Cottages at Amelia.

The City has five public facilities that have adopted levels of service: Transportation, Water, Sewer, Drainage, and Solid Waste. Compliance with these levels of services have been reviewed and confirmed by the City's Technical Review Committee. All public facilities and services are currently available to the development and each of those services can be maintained. The Nassau County School District entered a Public School Concurrency Proportionate Share Mitigation Agreement with Simmons 8, LLC fulfilling the requirements of Policy 10.08.05. Public facilities were evaluated as part of the Future Land Use Map and Zoning Map changes in 2016 to determine the City's ability to serve the proposed residential density and commercial intensities as consistent with established Level of Service (LOS) standards.

CONSISTENCY WITH THE LAND DEVELOPMENT CODE:

4.02.06 Specific Standards for Townhouse Development

- A. Townhouse development shall comply with the density of the zoning district in which it is proposed. The additional standards set forth in this section shall apply to all townhouse development.**
- B. Side yard setback requirements do not apply to interior lot lines.**
- C. A townhouse is a single-family attached dwelling unit. It is contiguous to adjacent units by a common wall.**
- D. There shall be at least two (2) but not more than six (6) units in one (1) building.**
- E. Each townhouse dwelling unit shall have a direct entrance to the outside, and shall not open to a common lobby, hallway, foyer, or other similar space.**
- F. Where all lots, parcels, and dwelling units are under common ownership, there shall be a management plan to demonstrate unified control and management of common areas and facilities.**
- G. Where common open space, recreation facilities, or other accessory structures or facilities are proposed, sidewalks or pedestrian paths shall be provided to connect buildings, parking lots, open space, and common areas.**



**STAFF REPORT
PAB 2020-0006 (Final Plat)
Planning Advisory Board Hearing
July 8th, 2020**

11.01.05 Requirements for Subdivision Plats (Preliminary and Final)

- A. A preliminary subdivision plat shall be required when new streets, water lines, and sewer lines are required; when three or more residential lots are created; and where one nonresidential lot is created or proposed for development. Where new streets, water lines, and sewer lines are not required, the preliminary and final plat may be combined into a single submittal. A preliminary plat provides for a complete review of technical data and preliminary engineering drawings prior to completion of the final plat for recording.**
- B. In addition to the information required in Section 11.01.03, all applications for preliminary subdivision plat approval shall contain the following information:**
- 1. The name, addresses, telephone number, facsimile number, and email address of the person preparing the plat.**
 - 2. The date of preparation and date(s) of any modifications, a north arrow, and a written and graphic scale.**
 - 3. The proposed name of the subdivision.**
 - 4. Development specifications for the tract: area, proposed number and layout of lots and blocks, location, names, and widths of proposed roadways, consistent with this LDC and the Future Transportation Circulation Map of the Comprehensive Plan.**
 - 5. All contiguous properties shall be identified by subdivision title, plat book and page, or, if un-platted, the land shall be so designated, and otherwise identified.**
 - 6. Location of land to be dedicated or reserved for public use for rights-of-way, streets, sidewalks, bike trails, pedestrian trails, easements, schools, parks, open spaces, or other public uses. Proposed street names shall be included.**
 - 7. Locations of utilities, utility service, connections to existing utility facilities, and easements necessary to provide access to the utility facilities for maintenance or other activity.**
 - 8. Location of the nearest available public water supply and wastewater disposal system.**
 - 9. A topographic survey, soils report, grading plan, and an erosion control plan.**
 - 10. Existing surface water bodies, wetlands, streams, and canals, including the location of the mean high water line for each feature.**
 - 11. A preliminary surface drainage plan showing direction of flow and methods of stormwater retention.**
 - 12. A floodplain map indicating areas subject to inundation and high groundwater levels up to a 100-year flood classification and establishing a base flood elevation for all proposed lots within the subdivision.**
 - 13. A tree survey showing protected trees, proposed replacement trees, if required, and landscaping and buffering.**

The proposal is consistent the townhouse and subdivision requirements of the Land Development Code. The preliminary plat (site plan/engineering) was combined with the final plat application because the proposed development fronts existing public streets including a primary arterial road locally known as S. 8th Street. The development has access to existing water and sewer lines. No new infrastructure is required to service the development and no additional public rights-of-way are considered for dedication to the City. Individual lots will have access from S. 8th Street, S. 9th Street however vehicular access is from a single point of entry on Dade Street. This development pattern enables less curb cuts on existing rights-of-way. The Final Plat has been reviewed for technical compliance and received final sign off from the Technical Review Committee on June 24th, 2020.



STAFF REPORT
PAB 2020-0006 (Final Plat)
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CONCLUSION:

The requested Final Plat (replat) is consistent with the City's Comprehensive Plan and Land Development Code; therefore, staff recommends approval.

Following the recommendation of the Planning Advisory Board (PAB), the final plat will move forward to the City Commission for consideration. Upon approval, the final plat is recorded with the Nassau County Clerk of Court at which time vertical construction can commence.

MOTION(S) TO CONSIDER: I move to recommend (**approval or denial**) of PAB case number 2020-0006 to the City Commission, requesting that the "Cottages at Amelia" Final Plat be (**approved or Denied**), and that PAB case 2020-0006, as presented, (**is or is not**) sufficiently compliant with the Comprehensive Plan and Land Development Code to be approved at this time.

Submitted by:

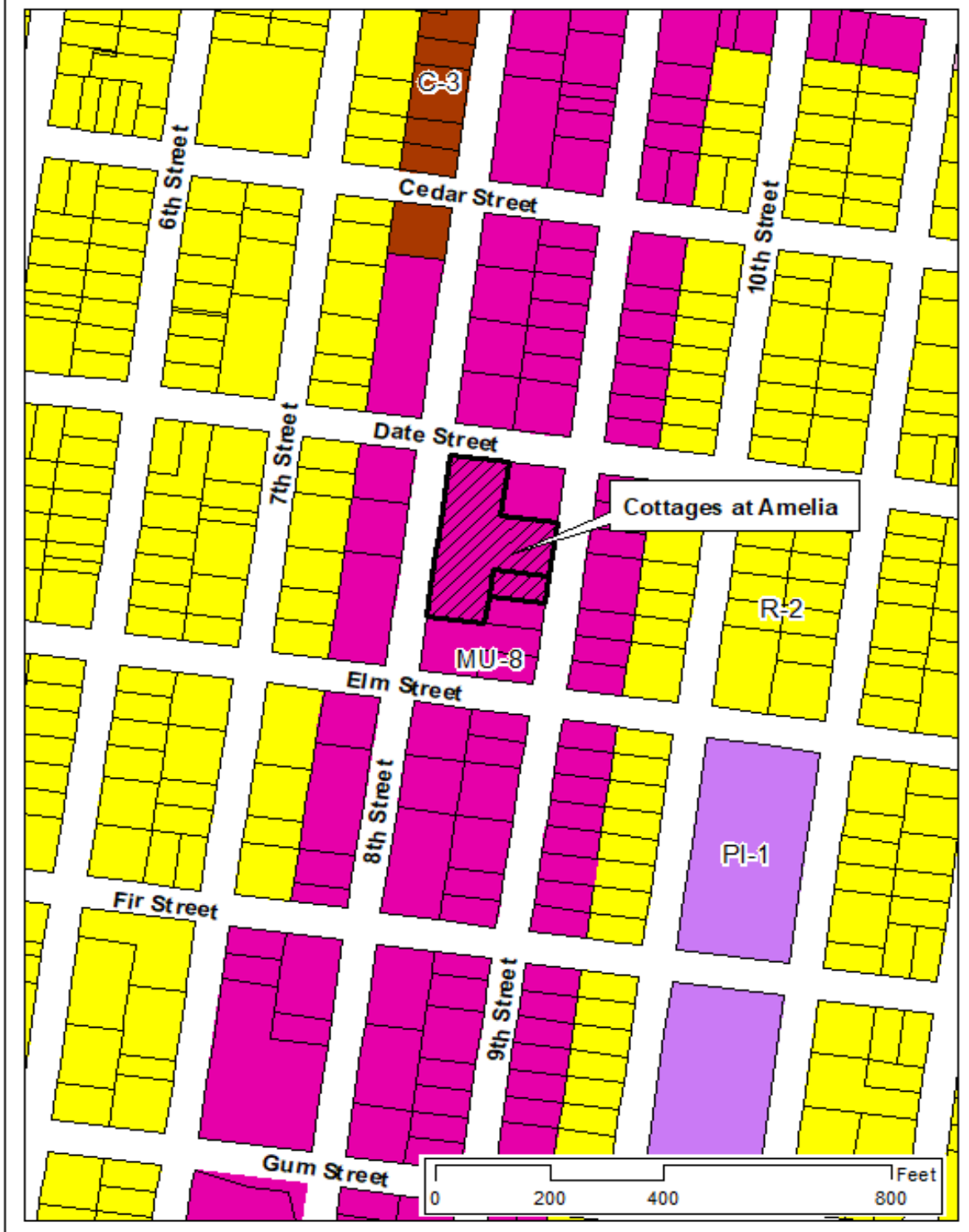
A handwritten signature in blue ink, appearing to read "J. Platt", is written over a horizontal line.

Jacob M. Platt,
Senior Planner



STAFF REPORT
PAB 2020-0006 (Final Plat)
Planning Advisory Board Hearing
July 8th, 2020

PAB 2020-0006 Cottages at Amelia Final Plat





Civil & Environmental Engineering • Mechanical & Structural Engineering • Construction Management

June 9, 2020

Ms. Kelly Gibson, AICP
Director of Planning & Conservation
City of Fernandina Beach
204 Ash Street
Fernandina Beach, Florida 32034

**Re: Synopsis Letter
Cottages at Amelia**

Dear Ms. Gibson,

The intent of this application is to submit the attached plat and associated application for the above referenced project. The attached plat and application reflect the intent to construct a twenty (20) lot subdivision via 10 (ten) duplexes.

The onsite building demolition is completed, and we are hopeful to finish the TRC review shortly. We have also accepted the proportionate fair share offer by the Nassau County School Board and executed their agreement document for processing.

Thank you for your time and consideration on this application and please feel free to contact me with any questions that you may have.

Sincerely,

Nick Gillette, P.E.
Gillette & Associates, Inc.

LEGAL DESCRIPTION (CAPTIONED LAND):

ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND SITUATE, LYING AND BEING IN THE CITY OF FERNANDINA BEACH, COUNTY OF NASSAU AND STATE OF FLORIDA AND BEING FURTHER DESCRIBED AS FOLLOWS:

ALL OF THOSE CERTAIN LOTS, PIECES OR PARCELS OF LAND SITUATE, LYING AND BEING IN THE CITY OF FERNANDINA BEACH (FORMERLY CITY OF FERNANDINA)COUNTY OF NASSAU AND STATE OF FLORIDA AND MORE PARTICULARLY DESCRIBED ACCORDING TO THE OFFICIAL PLAT OF SAID CITY (AS LITHOGRAPHED AND ISSUED BY THE FLORIDA RAILROAD COMPANY IN 1857 AND ENLARGED, REVISED AND REISSUED BY THE FLORIDA TOWN IMPROVEMENT COMPANY IN 1887 AND 1901), AS:

ALL OF LOTS ONE (1), TWO (2), THREE (3) AND SEVEN (7) AND THE NORTH ONE-HALF (1/2) OF LOT SIX (6) IN BLOCK ONE HUNDRED THIRTY-FOUR (134).

COUNTY TAX COLLECTOR CERTIFICATE

TAX IDENTIFICATION NUMBERS – 00-00-31-1800-0134-0010 & 00-00-31-1800-0134-0061

I, THE UNDERSIGNED, DO HEREBY AFFIRM THAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THERE ARE NO UNPAID REAL PROPERTY TAXES APPLICABLE TO THE LANDS SUBJECT TO THIS PLAT:

SIGNED THIS _____ DAY OF _____, A.D. 2020.

TAX COLLECTOR
NASSAU COUNTY, FLORIDA

MAYOR CERTIFICATE:

THIS PLAT HAS BEEN EXAMINED AND IS HEREBY ACCEPTED AND APPROVED BY THE CITY COMMISSION OF FERNANDINA BEACH, NASSAU COUNTY, FLORIDA, PURSUANT TO A RESOLUTION OF SAID COMMISSION ADOPTED THIS _____ DAY OF _____, A.D., 2020.

BY: _____ ATTEST: _____
MAYOR CITY CLERK

APPROVED FOR THE RECORD:

THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN APPROVED BY THE CITY MANAGER OF THE CITY OF FERNANDINA BEACH, NASSAU COUNTY, FLORIDA. WITNESS BY SIGNATURE THIS DAY _____ OF _____, A.D., 2020.

CITY MANAGER

DIRECTOR OF EMERGENCY SERVICES CERTIFICATE

THIS IS TO CERTIFY THAT THE ABOVE PLAT HAS BEEN APPROVED BY THE DIRECTOR OF EMERGENCY SERVICES OF THE CITY OF FERNANDINA BEACH, FLORIDA

THIS _____ DAY OF _____, A.D. 2020.

DIRECTOR OF EMERGENCY SERVICES

CLERK'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT HAS BEEN EXAMINED AND THAT IT COMPLIES IN FORM WITH CHAPTER 177.061, FLORIDA STATUTES, AND IS FILED FOR RECORD IN OFFICIAL RECORDS BOOK _____ PAGE _____ OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA.

THIS _____ DAY OF _____, A.D. 2020.

CLERK OF THE CIRCUIT COURT

ZONING CERTIFICATION

I HEREBY CERTIFY THAT THIS PLAT HAS BEEN EXAMINED BY ME AND IS IN COMPLIANCE WITH THE ZONING RULES AND REGULATIONS OF THE CITY OF FERNANDINA BEACH, NASSAU COUNTY, FLORIDA, CURRENTLY IN EFFECT.

THIS _____ DAY OF _____, A.D. 2020.

DIRECTOR OF PLANNING

CERTIFICATE OF REVIEW BY COUNTY EMPLOYED / CONTRACTED SURVEYOR

I HEREBY CERTIFY THAT I HAVE REVIEWED THIS PLAT FOR CONFORMITY TO CHAPTER 177, F.S., AND THAT I AM EMPLOYED BY OR UNDER CONTRACT TO THE APPROPRIATE LOCAL GOVERNING BODY AND ACTING HERETO AS AN AGENT THEREOF. THIS LIMITED CERTIFICATION AS TO FACIAL CONFORMITY WITH THE REQUIREMENTS OF CHAPTER 177, F.S., IS NOT INTENDED TO BE AND SHOULD NOT BE CONSTRUED AS A CERTIFICATION OF THE ACCURACY OR QUALITY OF THE SURVEYING / MAPPING REFLECTED ON THIS PLAT.

SURVEYOR / MAPPER DATE

FLORIDA REGISTRATION NO.: _____

SURVEYOR'S CERTIFICATE

THIS IS TO CERTIFY THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED, PLATTED AND DESCRIBED IN THE CAPTION; THAT THE SURVEY WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION; THAT THE SURVEY DATA COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES; THAT THE SURVEY AND LEGAL DESCRIPTION ARE ACCURATE; THAT PERMANENT REFERENCE MONUMENTS (P.R.M.'s) HAVE BEEN SET ACCORDING TO CHAPTER 177.091 (2); AND THAT PERMANENT CONTROL POINTS (P.C.P.'s) WILL BE SET ACCORDING TO THE CHAPTER 177.091 (8); ALL ACCORDING TO THE LAWS OF THE STATE OF FLORIDA AND NASSAU COUNTY.

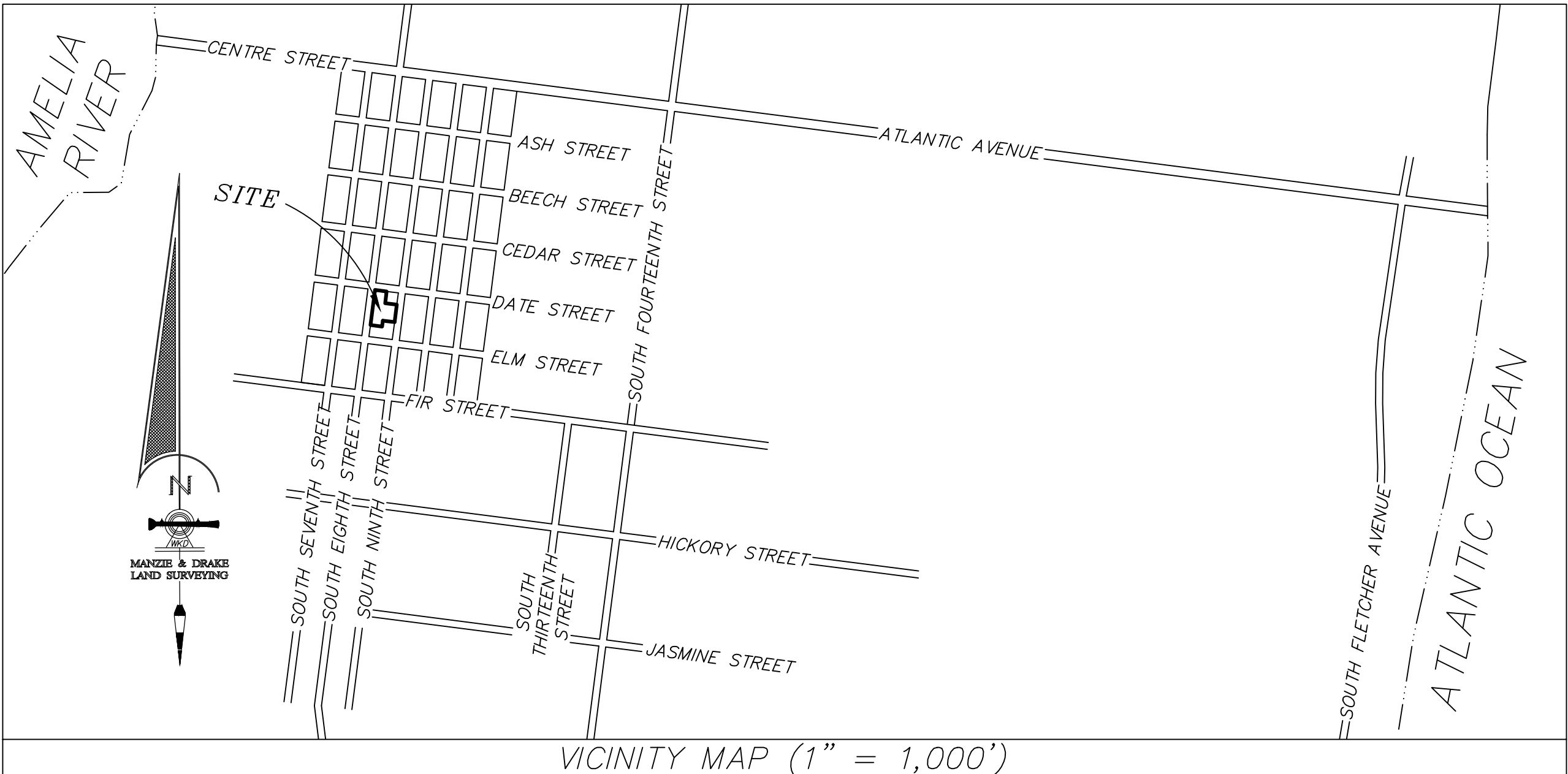
THIS _____ DAY OF _____, A.D. 2020.

MICHAEL A. MANZIE, P.L.S.
FLORIDA CERTIFICATE No. 4069

MANZIE & DRAKE LAND SURVEYING
117 SOUTH 9TH STREET
FERNANDINA BEACH, FL 32034
CERTIFICATE OF AUTHORIZATION NUMBER "LB 7039"

COTTAGES AT AMELIA

A REPLAT OF LOTS 1, 2, 3, 7 AND THE NORTH ONE-HALF OF LOT 6, IN BLOCK 134, THE CITY OF FERNANDINA BEACH (FORMERLY NAMED FERNANDINA), 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 REISSUED BY THE FLORIDA TOWN IMPROVEMENT COMPANY IN 1887 AND 1901), BEING A PORTION OF SECTIONS 15, 26, 27 AND 28, TOWNSHIP 3 NORTH, RANGE 28 EAST, CITY OF FERNANDINA BEACH, NASSAU COUNTY, FLORIDA.



ADOPTION AND DEDICATION

THIS IS TO CERTIFY THAT THE UNDERSIGNED, "SIMMONS 9, LLC" IS THE LAWFUL OWNER OF THE LAND DESCRIBED IN THE CAPTION HEREON WHICH SHALL HEREAFTER BE KNOWN AS "COTTAGES AT AMELIA", AND THAT IT HAS CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED AND THAT THIS PLAT, MADE IN ACCORDANCE WITH SAID SURVEY IS HEREBY ADOPTED AS THE TRUE AND CORRECT PLAT OF SAID LAND.

IN WITNESS WHEREOF, OWNER HAS CAUSED THIS PLAT AND DEDICATION TO BE EXECUTED BY ITS DULY ELECTED OFFICERS ACTING BY AND WITH THE AUTHORITY OF THE BOARD OF DIRECTORS.

THE 22-FOOT ALLEY RIGHT-OF-WAY (COTTAGES AT AMELIA DRIVE), EASEMENTS, AND PUBLIC AREAS SHOWN ON THIS PLAT ARE RETAINED BY THE OWNER FOR THE USES AND PURPOSES THEREON STATED AND SHALL BE THE PERPETUAL MAINTENANCE OBLIGATION OF "COTTAGES AT AMELIA HOMEOWNERS ASSOCIATION, INC".

TRACT "A" (POND & OPEN SPACE TRACT) IS HEREBY DEDICATED TO AND SHALL BE THE PERPETUAL MAINTENANCE OBLIGATION OF "COTTAGES AT AMELIA HOMEOWNERS ASSOCIATION, INC".

THE OWNER(S) HEREBY AND IRREVOCABLY AND WITHOUT RESERVATION DEDICATED TO FLORIDA PUBLIC UTILITIES (FPU), IT'S SUCCESSORS AND ASSIGNS, EASEMENTS OVER AND UPON, AND UNDER ALL ROAD RIGHTS OF WAY DESIGNATED HEREON, FOR ITS NON-EXCLUSIVE USE IN CONJUNCTION WITH THE INSTALLATION, MAINTENANCE, AND USE OF FPL UTILITIES, TOGETHER WITH THE RIGHTS OF FLORIDA PUBLIC UTILITIES (FPU), IT'S SUCCESSORS OR ASSIGNS, TO INGRESS AND EGRESS OVER AND UPON THOSE ROADWAYS FOR ITS NON-EXCLUSIVE USE IN CONJUNCTION WITH THE INSTALLATION, MAINTENANCE, AND USE OF ITS UTILITY SYSTEMS IN EASEMENTS ADJACENT TO THOSE ROAD RIGHTS OF WAY.

A BLANKET EASEMENT OVER THE 22-FOOT ALLEY RIGHT-OF-WAY IS HEREBY DEDICATED TO THE CITY OF FERNANDINA BEACH FOR UTILITY MAINTENANCE.

A 7.5 FOOT UTILITY EASEMENT IS PRESENT ALONG THE INTERNAL ALLEY RIGHT-OF-WAY AND IS HEREBY DEDICATED TO AND SHALL BE THE PERPETUAL MAINTENANCE OBLIGATION OF "COTTAGES AT AMELIA HOMEOWNERS ASSOCIATION, INC".

FLORIDA PUBLIC UTILITIES AND ITS SUCCESSORS AND ASSIGNS ARE HEREBY IRREVOCABLY DEDICATED A FIVE FOOT EASEMENT ALONG THE REAR OF EACH LOT AND TRACT FOR ITS USE IN CONJUNCTION WITH ITS UNDERGROUND ELECTRICAL DISTRIBUTION SYSTEM.

SIMMONS 9, LLC.

OWNER INFORMATION

WITNESS _____ JAY MOCK _____
PRINT OR TYPE NAME MANAGING MEMBER

WITNESS _____

PRINT OR TYPE NAME

STATE OF FLORIDA
COUNTY OF _____

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF
☐ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS ____ DAY OF _____, 2020 BY
_____, AS _____, WHO PRODUCED
_____, AS IDENTIFICATION OR WHO IS PERSONALLY KNOWN.

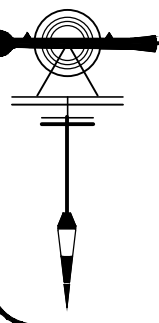
NOTARY PUBLIC – STATE OF FLORIDA
PRINT NAME: _____
MY COMMISSION NUMBER: _____
MY COMMISSION EXPIRES: _____

LEGEND

P.L.S. = PROFESSIONAL LAND SURVEYOR
LB = LICENSED BUSINESS
SQ. FT. = SQUARE FEET
N.A.V.D. = NORTH AMERICAN VERTICAL DATUM
F.P.U.E. = FLORIDA POWER UTILITIES EASEMENT
(BR) = BEARING REFERENCE
W.S.G.U.E. = WATER/SEWER/GAS UTILITY EASEMENT
D.E. = DRAINAGE EASEMENT

SURVEYOR'S NOTES

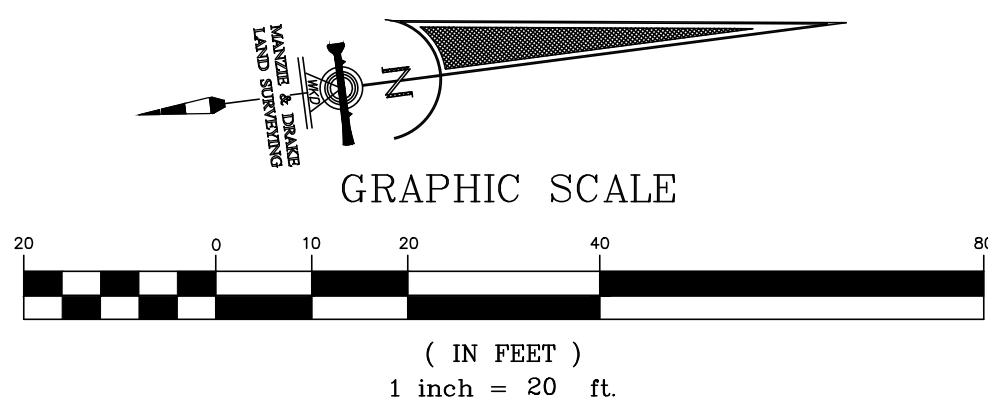
- 1.) ☐ DENOTES PERMANENT REFERENCE MONUMENT (P.R.M.) (5/8" IRON ROD & CAP) SET WITH IDENTIFICATION "PRM LB 7039".
☒ DENOTES PERMANENT CONTROL POINT (P.C.P.) SET WITH IDENTIFICATION "LB 7039".
- 2.) 43,560 SQ. FT. DENOTES LOT SQUARE FOOTAGE (GROSS AND NET).
- 3.) BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED BEARING OF N0728'00"E FOR THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH NINTH STREET. THE BEARING REFERENCE LINE IS SHOWN HEREON AS (BR).
- 4.) ELEVATIONS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (N.A.V.D. 1988).
- 5.) THE PROPERTY SHOWN HEREON LIES WITHIN FLOOD ZONE "X" AS PER F.E.M.A. FLOOD INSURANCE RATE MAP, PANEL 12089C-0237-G, DATED 08/02/2017. FLOOD ZONE INFORMATION LISTED ABOVE AND SHOWN ON THIS SURVEY IS PROVIDED AS A COURTESY AND IS APPROXIMATE AT BEST. ALL DATA SHOULD BE VERIFIED BY NASSAU COUNTY BUILDING DEPARTMENT FOR ACCURACY. WE ASSUME NO LIABILITY FOR ITS ACCURACY. FLOOD ZONE INFORMATION IS NOT COVERED BY THE CERTIFICATION HEREON AND IS NOT REQUIRED TO BE SHOWN PER CHAPTER 177 FLORIDA STATUTES. THE FLOOD ZONE DETERMINATION NOTED HEREON MAY BE SUPERSEDED AND/OR REDEFINED FROM TIME TO TIME BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (F.E.M.A.) OR BY THE APPROPRIATE LOCAL GOVERNMENTAL BODY.
- 6.) THE CURRENT ZONING FOR THE LANDS SHOWN ON THIS PLAT AS OF THE DATE OF RECORDING IS "MU-8". BUILDING SETBACK REQUIREMENTS FOR THIS SUBDIVISION ZONED "MU-8 VARY BASED ON THE SPECIFIC STANDARDS IN SECTION 4.03.03 PER THE CITY OF FERNANDINA BEACH LAND DEVELOPMENT CODE EFFECTIVE: OCTOBER 1, 2006 BY ORDINANCE 2006-14 THERE MAY BE MORE RESTRICTIVE BUILDING RESTRICTIONS AND SET BACKS RECORDED AFTER THE RECORDING OF THIS PLAT UNDER SEPARATE DOCUMENTS IN THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA.
- 7.) THE LANDS SHOWN HEREON ARE LOCATED WITHIN STORM SURGE CATEGORY "5", AS SCALED FROM THE NASSAU COUNTY "STORM SURGE" MAP LOCATED ON THE NASSAU COUNTY PROPERTY APPRAISER'S GIS WEBSITE UNDER THE "PUBLIC SAFETY" SECTION (SCALED 05/31/202).
- 8.) ALL LOT LINES INTERSECTING CURVES ARE NON-RADIAL UNLESS OTHERWISE NOTED
- 9.) LOTS SHOWN HEREON ARE INTENDED FOR RESIDENTIAL PURPOSES.
- 10.) NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPERLANED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
- 11.) ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
- 12.) NO FURTHER SUBDIVISION OF LOTS IS ALLOWED UNLESS SUCH SUBDIVISION CONFORMS TO NASSAU COUNTY SUBDIVISION REGULATIONS AND BE APPROVED BY THE NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS.
- 13.) TOTAL NUMBER OF LOTS: (20); TRACTS: (1)



Manzie & Drake Land Surveying

117 South Ninth Street, Fernandina Beach, FL 32034
(904) 491-5700 www.ManzieAndDrake.com
Certificate of Authorization Number "LB 7039"
"OUR **SIGHTS** ARE ON THE FUTURE,
SET YOUR **SITES** ON US."





COTTAGES AT AMELIA

A REPLAT OF LOTS 1, 2, 3, 7 AND THE NORTH ONE-HALF OF LOT 6, IN BLOCK 134, THE CITY OF FERNANDINA BEACH (FORMERLY NAMED FERNANDINA), 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 REISSUED BY THE FLORIDA TOWN IMPROVEMENT COMPANY IN 1887 AND 1901), BEING A PORTION OF SECTIONS 15, 26, 27 AND 28, TOWNSHIP 3 NORTH, RANGE 28 EAST, CITY OF FERNANDINA BEACH, NASSAU COUNTY, FLORIDA.

OFFICIAL RECORDS BOOK_____ PAGE_____

SHEET 2 OF 2 SHEETS

SOUTH EIGHTH STREET

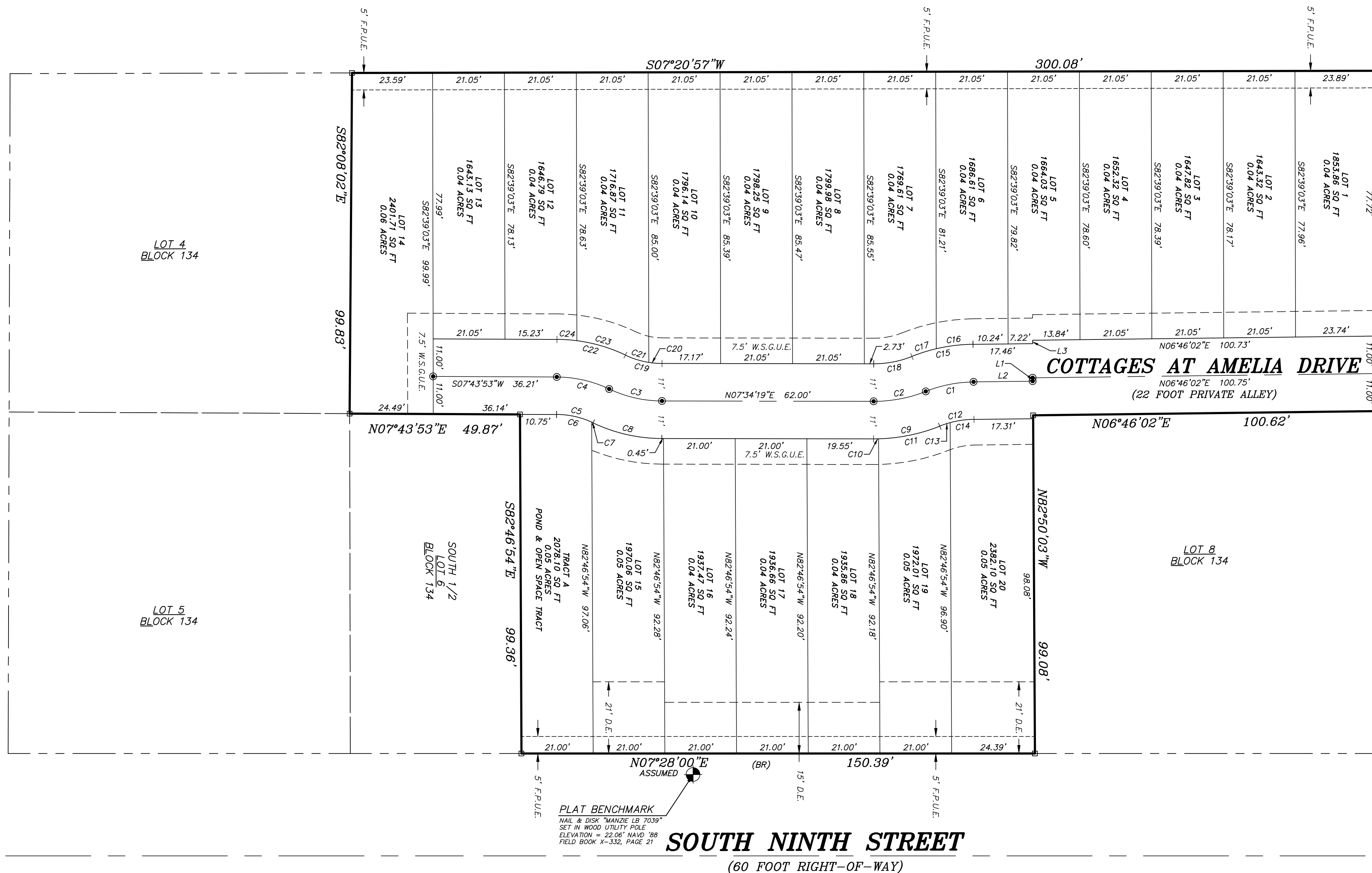
(60 FOOT RIGHT-OF-WAY)

ELM STREET

(60 FOOT RIGHT-OF-WAY)

DATE STREET

(60 FOOT RIGHT-OF-WAY)



Print

Planning Advisory Board (PAB) - Submission #5368

Date Submitted: 6/9/2020

Planning Advisory Board (PAB) Application

USE THIS FORM TO Request actions to affect changes to property (zoning changes, annexations, allowable uses, subdivisions).

Fees

Once application is submitted it will be reviewed for completeness. Once verified complete, an invoice will be emailed to the applicant.

☐

Zoning Map Amendment (≤ 10 acres \$1,000 / > 10acres \$2,000)

☐

Land Use Map Amendment (≤ 10 acres \$1,000 / > 10acres \$2,000)

☐

LDC Text Amendment (\$1,000)

☐

Comp Plan Amendment (\$1,700)

☐

Subdivision Plat “ Preliminary (≤ 20 units \$1,000 / > 20 units \$1,600)

☐

Subdivision Plat “ Final (\$850)

☐

Vacation of R.O.W. (\$1,700)

☐

Voluntary Annexation (\$1,500)

☐

Revision to each PAB Application - To offset additional display ad fee (\$400)

IMPORTANT NOTES

Pre-Application Meeting

To guide you through the process and ensure that your application is understood and properly processed, you™ need to meet with a City Planner prior to submitting your application. Completed applications are due 30 days prior to the Planning Advisory Board meeting date.

Please see the Land Development Code (LDC) for detailed information:

- ☐ LDC Text Amendment “ see LDC Section 11.01.08.
- ☐ Preliminary Subdivision Plat “ see LDC Section 11.01.05.
- ☐ Final Subdivision Plat “ LDC Section 11.01.05.
- ☐ Zoning Map Changes “ See LDC Section 11.01.07.

The LDC is available for review at

www.fbfl.us/LDC

Application Requirements

- ☐ A complete application filed at least thirty (30) days before the date of the Planning Advisory Board’s public hearing;
- ☐ Proof of Ownership (copy of deed or tax statement);
- ☐ A current survey of the property (no older than two years);
- ☐ If applying as an agent, Owner’s Authorization for Agent Representation form needs to be signed/ notarized and included in application;
- ☐ A detailed letter of intent stating the following:
 - ☐ o The consistency of the proposed amendment(s) or action(s) with the City’s Comprehensive Plan.
 - ☐ o A justification for the proposed amendment(s) or action(s).

PROPERTY INFORMATION

[Property information can be found at the Nassau County Property Appraiser’s Website at Map Search](#)

Site Address*

400 South 8th Street

City*

Fernandina Beach

State*

Florida

Zip*

32034

Parcel ID #(s)*

00-00-31-1800-0134-0010, 00-00-31-1800-0134-0061

Lot*

1,2,3,7 and 1/2 of 6

Block*

134

Subdivision*

Cottages at Amelia

Zoning District*

MU-8

Future Land Use Designation*

8th St Mixed Use

REVIEW TYPE*

☐

Zoning Map Amendment â‰‰ 10 acres

☐

Subdivision Plat â€™ Preliminary > 20 units

☐

Zoning Map Amendment > 10 acres

☒

Subdivision Plat â€™ Final

☐

LDC Text Amendment

☐

Vacation of R.O.W.

☐

Comp Plan Amendment

☐

Voluntary Annexation

☐

Subdivision Plat â€™ Preliminary â‰‰ 20 units

☐

Revision to PAB Application

OWNER OF RECORD

As recorded with the Nassau County Property Appraiser

First Name*

Nick

Last Name*

Gillette

Company (if applicable)

Simmons 9, LLC

Mailing Address*

20 South 4th Street

City*

Fernandina Beach

State*

Florida

Zip*

32034

Telephone Number*

904-261-8819

Email Address*

tricia@gilletteassociates.com

OWNER'S AGENT

If other than owner. If an agent will be representing the owner, an Ownerâ€™s Authorization For Agent Representation form must be included

First Name

Nick

Last Name

Gillette

Mailing Address

20 South 4th Street

City

Fernandina Beach

State

Florida

Zip

32034

Telephone Number

904-261-8819

E-mail Address

nick@gilletteassociates.com

PROJECT INFORMATION

Previous Planning/Zoning Approvals

TRC 2020-02

Summary of Request (more detailed information to be provided in required letter of intent)*

Final Plat for 20 lot subdivision (via 10 duplexes) for Cottages at Amelia

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 First Name*

Nick

Applicant Last Name*

Gillette

Today's Date*

6/9/2020

Upload Supporting Documentation*

20715-PLAT.pdf



Upload 2

synopsis letter cottages at
amelia.pdf

Upload 3

agent form.pdf

Upload 4

Choose File

No file selected

DEPARTMENT OF PLANNING & CONSERVATION

204 Ash Street | Fernandina Beach, Florida 32034 | 904 310-3480 | www.fbfl.us/planning



Civil & Environmental Engineering • Mechanical & Structural Engineering • Construction Management

AGENT AUTHORIZATION

I, Nickey & Gillette of Simmons LLC, the owner of the following property(s) do hereby authorize, Gillette & Associates, Inc., to act as my Agent in conjunction with all site plan applications, concurrency applications, preliminary plat applications, and any other Local, State and/or Federal development permits necessary for development of the following property, without any further notice.

Location: 400 South 8th Street and 421 South 9th Street, Fernandina Beach, Florida
Parcel No.: 00-00-31-1800-0134-0010; 00-00-31-1800-0134-0061

[Signature]
Signature

6/9/20
Date

904-261-8819
Telephone Number

STATE OF FLORIDA
COUNTY OF NASSAU

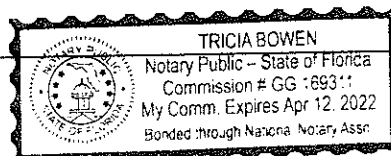
Subscribed and sworn to before me this 9th day of June, 20 20.

Who is personally known to me ☒ or has produced identification

[Signature]
Notary Public: Signature

Tricia Bowen
Printed Name

My Commission Expires: _____



ENGINEERING PLANS

FOR

COTTAGES AT AMELIA

FOR

SIMMONS 9, LLC

COTTAGES AT AMELIA

FOR

SIMMONS 9, LLC

RELEASED FOR CONSTRUCTION BY

GILLETTE & ASSOCIATES, INC.

CIVIL & ENVIRONMENTAL ENGINEERING
MECHANICAL & STRUCTURAL ENGINEERING
PERMITTING & CONSTRUCTION MANAGEMENT

20 SOUTH 4TH STREET AMELIA ISLAND, FLORIDA 32034
PHONE: 904/261-8819

G & A

PERMITTING AGENCIES

CITY OF FERNANDINA BEACH: 904-310-3421
SJRWMD: 904-730-6270

UTILITY PROVIDERS

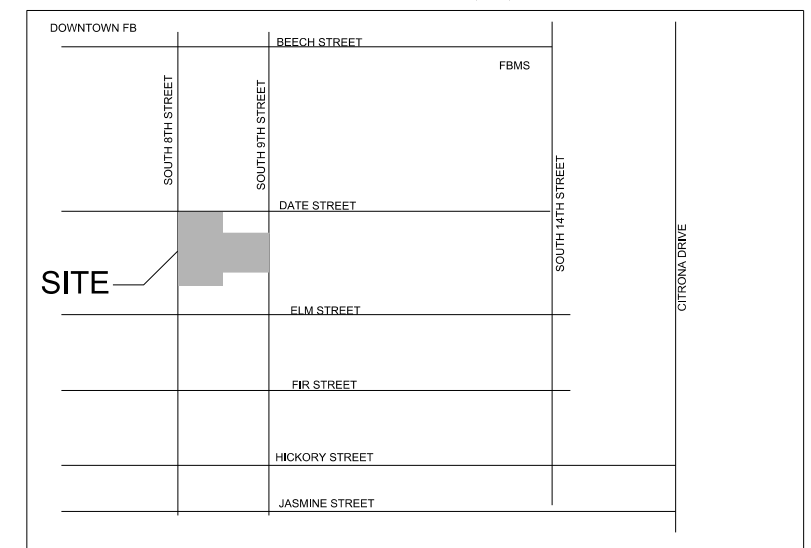
WATER/SEWER: CITY OF FERNANDINA BEACH
ELECTRIC: FLORIDA PUBLIC UTILITIES
CABLE: COMCAST
TELEPHONE: AT&T

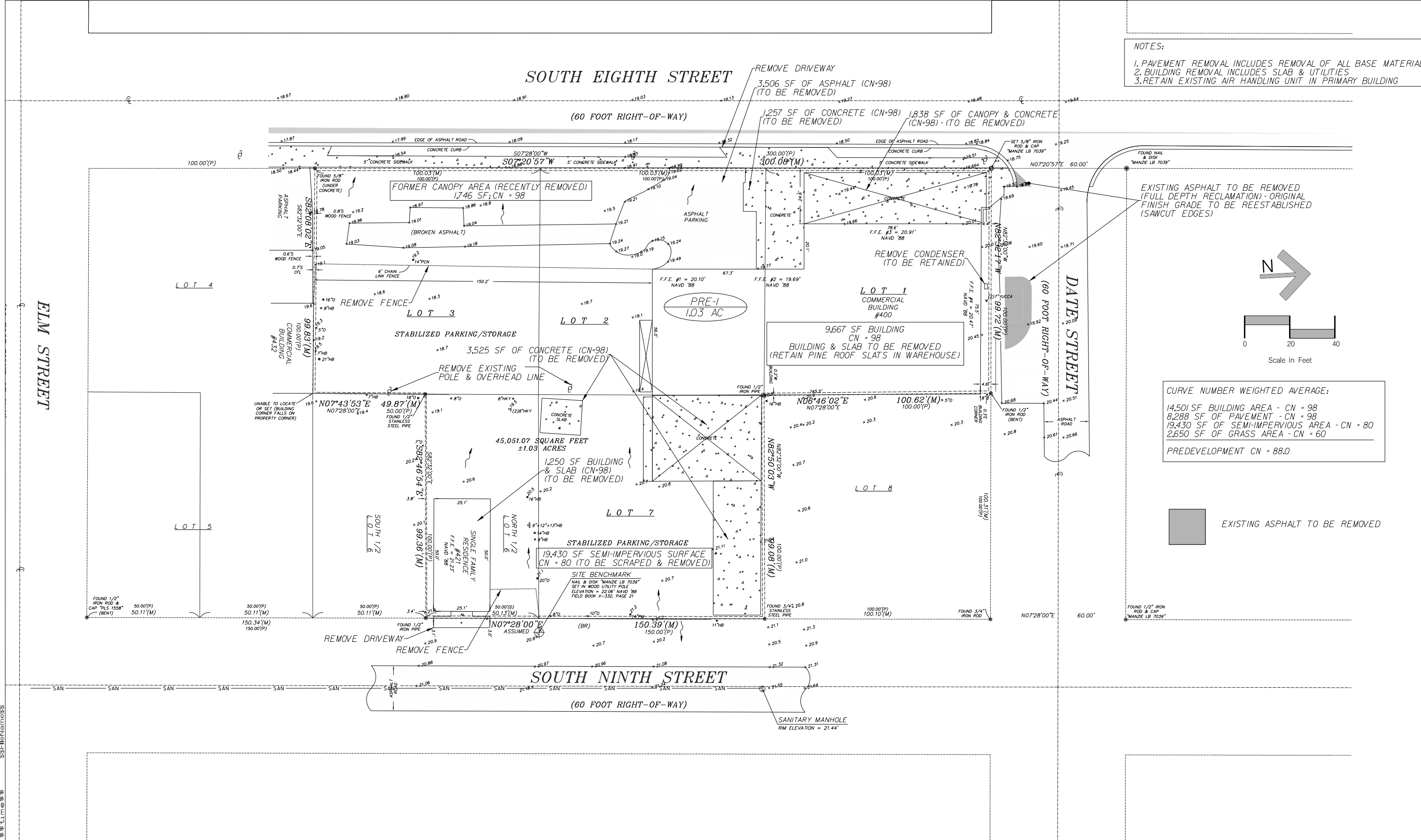
G&A Project
No.: 20-10.18

Issue Date: February 20, 2020
Revision Date: June 19, 2020



SITE LOCATION MAP





NOTES:
1. PAVEMENT REMOVAL INCLUDES REMOVAL OF ALL BASE MATERIAL
2. BUILDING REMOVAL INCLUDES SLAB & UTILITIES
3. RETAIN EXISTING AIR HANDLING UNIT IN PRIMARY BUILDING

CURVE NUMBER WEIGHTED AVERAGE:
14,501 SF BUILDING AREA - CN = 98
8,288 SF OF PAVEMENT - CN = 98
19,430 SF OF SEMI-IMPERVIOUS AREA - CN = 80
2,650 SF OF GRASS AREA - CN = 60
PREDEVELOPMENT CN = 88.0

EXISTING ASPHALT TO BE REMOVED

L J T H C O F E D C B No				Scale: Project Mgr: NG Designed by: NG Drawn by: BM QA/QC: AG				Gillette & Associates, Inc. 20 South 4th Street Fernandina Beach, FL 32034 Certificate of Authorization No. 9332 DO NOT SCALE THIS DRAWING - DIMENSIONS AND NOTES TAKE PREFERENCE. DRAWING IS REDUCED IF LESS THAN 22" x 34"				G & A GILLETTE & ASSOCIATES, INC. 20 SOUTH 4TH STREET FERNANDINA BEACH, FL 32034 PHONE: (904) 261-8819				COTTAGES AT AMELIA				SIMMONS 9, LLC				PREDEVELOPMENT DRAINAGE/ DEMOLITION PLAN				SHEET NO. PRE-1 3 of 9 Issue Date FEBRUARY 2020 Project No. 20-10-35				Registered Professional			
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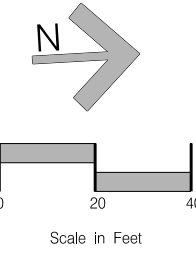
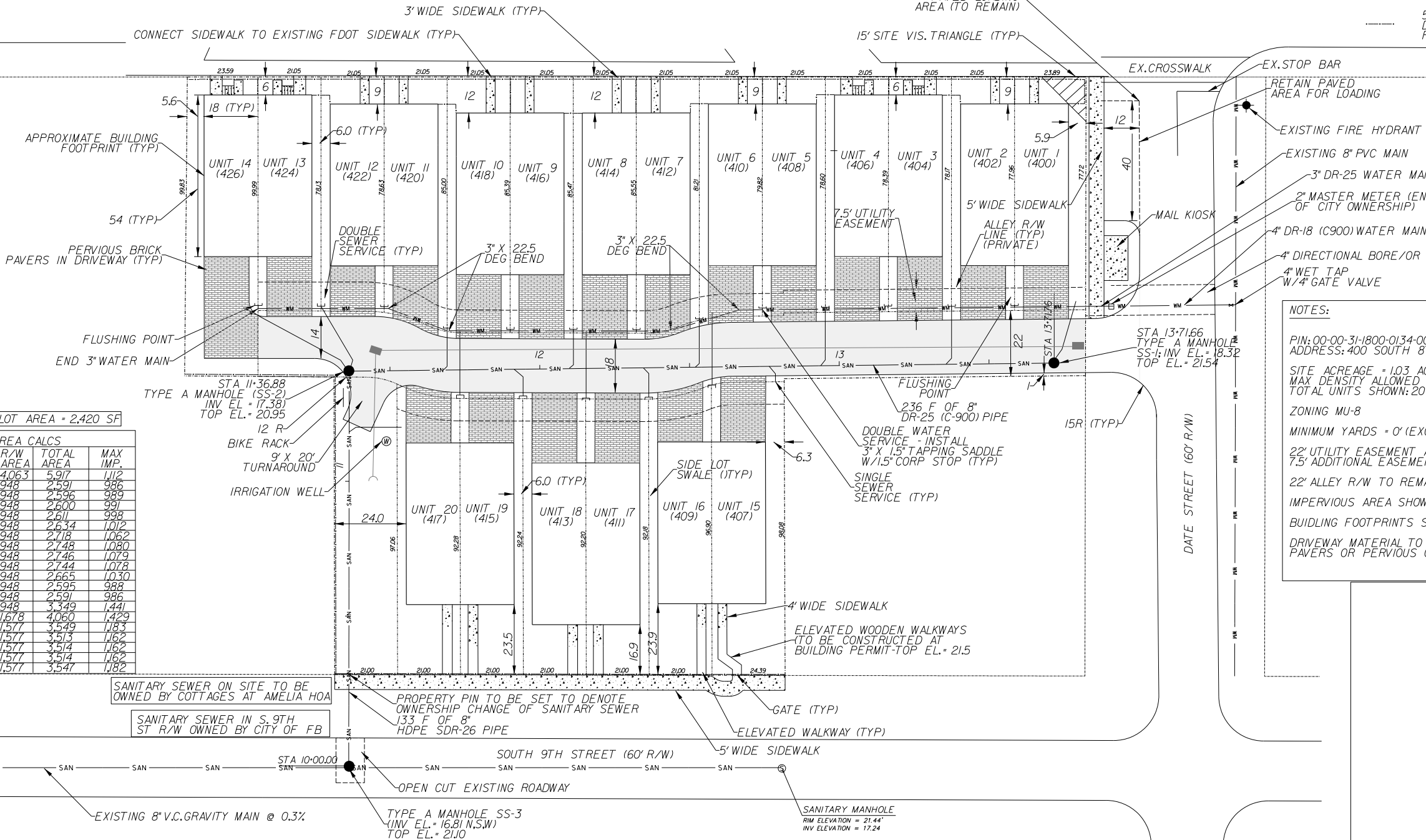
ELECTRIC EQUIPMENT TO BE LOCATED WITHIN BUILDING FOOTPRINT SHOWN OR ROOFTOP.

SOUTH 8TH STREET (60' R/W)

ASPHALT (624 SQ YDS)

PERVIOUS PAVERS

5' TALL OPEN DECORATIVE FENCE



18 DUA MIN LOT AREA = 2,420 SF

UNIT	LOT AREA	R/W AREA	TOTAL AREA	MAX IMP.
1	1,854	4,063	5,917	1,112
2	1,643	948	2,591	986
3	1,648	948	2,596	989
4	1,652	948	2,600	991
5	1,663	948	2,611	998
6	1,686	948	2,634	1,012
7	1,710	948	2,718	1,062
8	1,800	948	2,748	1,080
9	1,798	948	2,746	1,079
10	1,796	948	2,744	1,078
11	1,717	948	2,665	1,030
12	1,647	948	2,595	988
13	1,643	948	2,591	986
14	2,401	948	3,349	1,441
15	2,382	1,678	4,060	1,429
16	1,972	1,577	3,549	1,183
17	1,936	1,577	3,513	1,162
18	1,937	1,577	3,514	1,162
19	1,937	1,577	3,514	1,162
20	1,970	1,577	3,547	1,182

NOTES:

PIN: 00-00-31-1800-0134-0010, 00-00-31-1800-0134-0061
ADDRESS: 400 SOUTH 8TH STREET

SITE ACREAGE = 1.03 ACRES
MAX DENSITY ALLOWED INCLUDING RIGHTS OF WAYS: 25 UNITS
TOTAL UNITS SHOWN: 20 UNITS

ZONING MU-8

MINIMUM YARDS = 0' (EXCEPT 6' ALONG 8TH STREET)

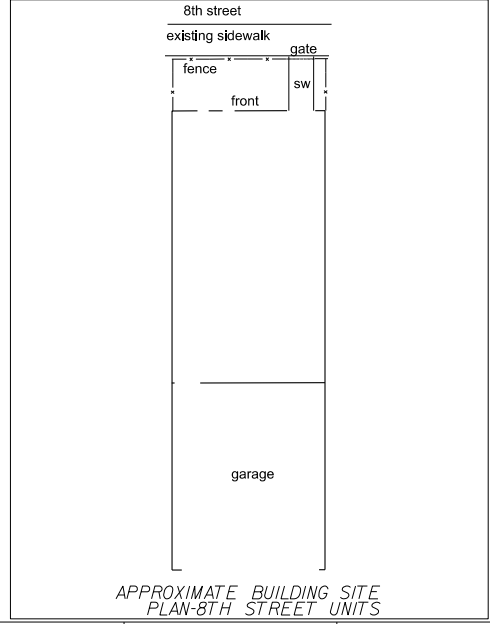
22' UTILITY EASEMENT ALONG RIGHT OF WAY + 7.5' ADDITIONAL EASEMENT

22' ALLEY R/W TO REMAIN PRIVATE

IMPERVIOUS AREA SHOWN = 0.62 AC (60%)

BUILDING FOOTPRINTS SHOWN = 972 SF

DRIVEWAY MATERIAL TO BE PERVIOUS PAVERS OR PERVIOUS CONCRETE



SEE SHEET DT-1 FOR SEWER PROFILES

\$\$\$\$\$ times \$\$\$\$\$\$



- NOTES:
1. BUILDING UNITS TO HAVE GUTTERS
 2. GUTTERS TO BE DIRECTED TO DRIVEWAYS OR SWALES/POND
 3. GARAGE ELEVATIONS TO BE MIN 4" BELOW PROPOSED FFE
 4. OUTFALL FOR POND IS INLET TOP AT ALLEY ENTRANCE (EL. 20.6)

IMPERVIOUS AREA BREAKDOWNS:

1. BUILDING FOOTPRINTS = 19,440 SF
2. PAVEMENT/PAVERS AREAS = 11,651 SF
- TOTAL IMPERVIOUS AREA = 31,091 SF

NOTE: IMPERVIOUS AREA CALCULATION INCLUDES PAVERS WHICH WILL BE PERVIOUS, BUT CONSIDERED IMPERVIOUS FOR DRAINAGE DESIGN)

\$\$\$\$\$times\$\$\$\$\$

L			
K			
J			
I			
H			
G			
F			
E			
D			
C	NG	6/16/20	Revised to address City of FB Comments
B	NG	4/13/20	Revised to address City of FB Comments
A			
No	By	Date	Revision

Scale:	
Project Mgr:	NG
Designed by:	NG
Drawn by:	BM
QA/QC:	AG
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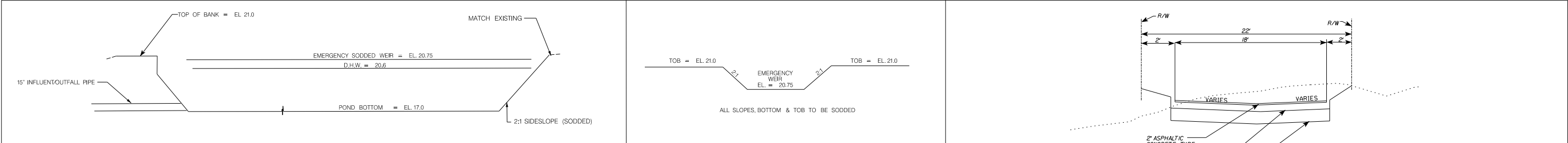
G & A
GILLETTE & ASSOCIATES, INC.
20 SOUTH 4TH STREET
FERNANDINA BEACH, FL 32034
PHONE: (904) 261-8819

COTTAGES AT AMELIA

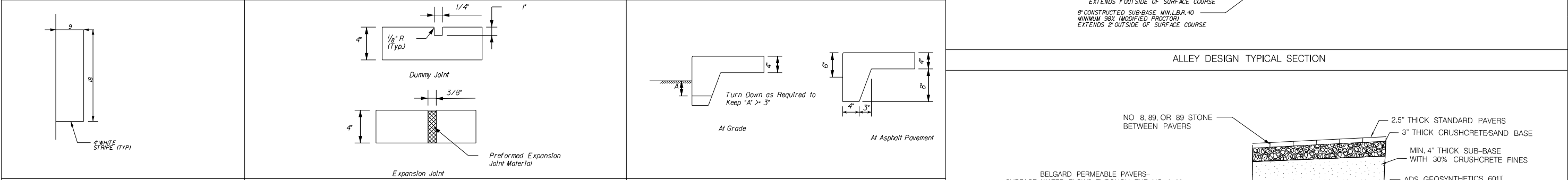
SIMMONS 9, LLC

POST DEVELOPMENT
DRAINAGE PLAN

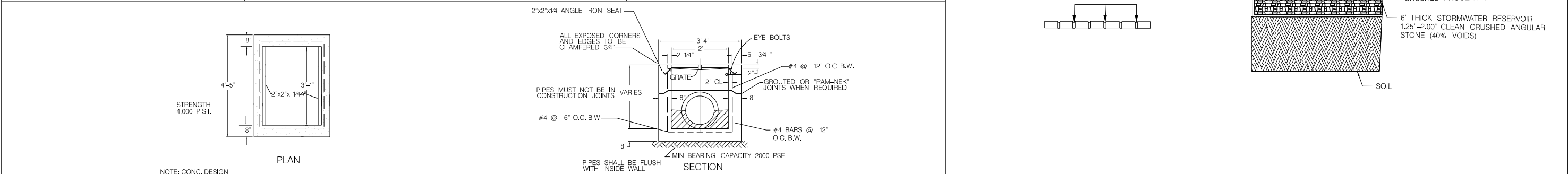
SHEET NO. DR-1	
5 of 9	
Issue Date FEBRUARY 2020	
Project No. 20-10,35	
Registered Professional	



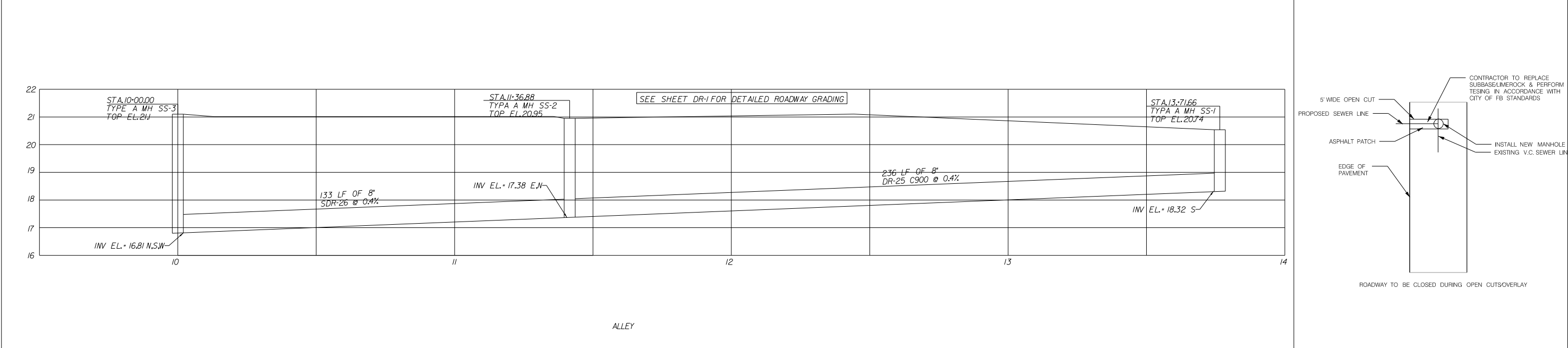
POND CROSS SECTION AND DETAIL



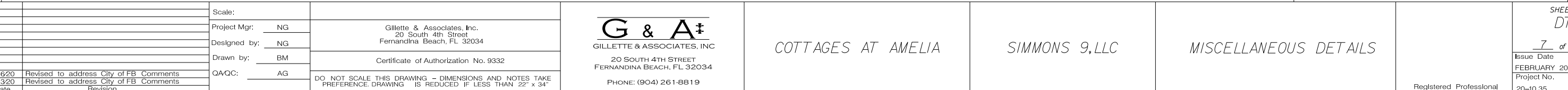
SODDED WEIR CROSS SECTION



ALLEY DESIGN TYPICAL SECTION



STORM SEWER TYPE "C" INLET



PERMEABLE PAVER DETAIL

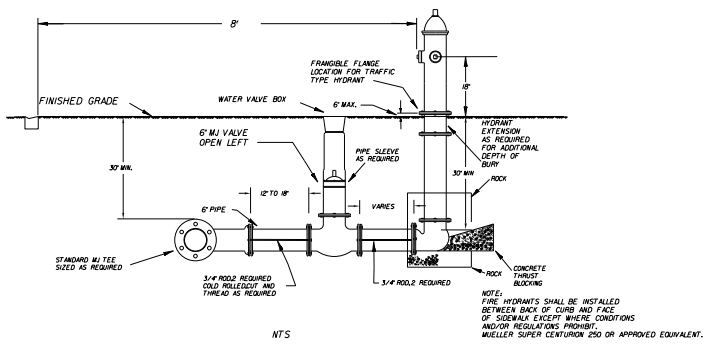


SEWER PROFILES

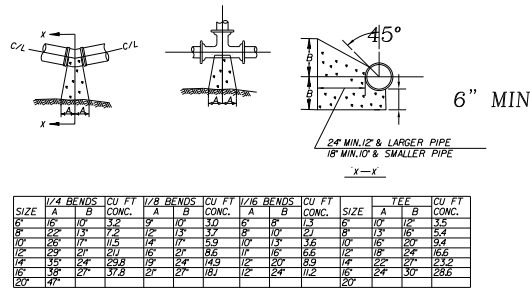
OPEN CUT DETAIL

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<table><tr><td>L</td><td></td><td></td></tr><tr><td>K</td><td></td><td></td></tr><tr><td>J</td><td></td><td></td></tr><tr><td>I</td><td></td><td></td></tr><tr><td>H</td><td></td><td></td></tr><tr><td>G</td><td></td><td></td></tr><tr><td>F</td><td></td><td></td></tr><tr><td>E</td><td></td><td></td></tr><tr><td>D</td><td></td><td></td></tr><tr><td>C</td><td>NG</td><td>6/16/20</td></tr><tr><td>B</td><td>NG</td><td>4/13/20</td></tr><tr><td>No.</td><td>By</td><td>Date</td></tr></table>			L			K			J			I			H			G			F			E			D			C	NG	6/16/20	B	NG	4/13/20	No.	By	Date	<table><tr><td colspan="2">Scale:</td></tr><tr><td>Project Mgr:</td><td>NG</td></tr><tr><td>Designed by:</td><td>NG</td></tr><tr><td>Drawn by:</td><td>BM</td></tr><tr><td>QA/QC:</td><td>AG</td></tr></table>			Scale:		Project Mgr:	NG	Designed by:	NG	Drawn by:	BM	QA/QC:	AG	<table><tr><td colspan="2">Gillette & Associates, Inc. 20 South 4th Street Fernandina Beach, FL 32034</td></tr><tr><td colspan="2">Certificate of Authorization No. 9332</td></tr><tr><td colspan="2">DO NOT SCALE THIS DRAWING - DIMENSIONS AND NOTES TAKE PREFERENCE. DRAWING IS REDUCED IF LESS THAN 22" x 34"</td></tr></table>			Gillette & Associates, Inc. 20 South 4th Street Fernandina Beach, FL 32034		Certificate of Authorization No. 9332		DO NOT SCALE THIS DRAWING - DIMENSIONS AND NOTES TAKE PREFERENCE. DRAWING IS REDUCED IF LESS THAN 22" x 34"		<table><tr><td colspan="2">G & A[†]</td></tr><tr><td colspan="2">GILLETTE & ASSOCIATES, INC.</td></tr><tr><td colspan="2">20 SOUTH 4TH STREET FERNANDINA BEACH, FL 32034</td></tr><tr><td colspan="2">PHONE: (904) 261-8819</td></tr></table>		G & A [†]		GILLETTE & ASSOCIATES, INC.		20 SOUTH 4TH STREET FERNANDINA BEACH, FL 32034		PHONE: (904) 261-8819		COTTAGES AT AMELIA	
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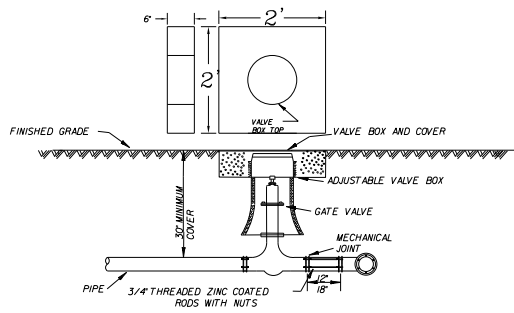
NTS
HYDRANT INSTALLATION WITH TIE RODS



NOTE:
1. ALL BEARING SURFACES TO BE CARRIED TO UNDISTURBED SOIL.
2. THESE TABLES SHOW MINIMUM SIZE THRUST BLOCKS FOR GOOD SOIL (A1 THROUGH A-3 CLEAN SAND AND GRAVELS).
3. POOR SOIL (A-4 THROUGH A-8, SILTY SOILS, CLAYS, MUCK AND PEAT) WILL REQUIRE LARGER THRUST BLOCKS.

SIZE	1/4 BENDS			1/2 BENDS			3/4 BENDS			TEE			90°		
	A	B	CONC.	A	B	CONC.	A	B	CONC.	A	B	CONC.	A	B	CONC.
6"	16"	10"	3"	9"	10"	3"	9"	10"	3"	9"	10"	3"	9"	10"	3"
8"	18"	12"	3"	10"	12"	3"	10"	12"	3"	10"	12"	3"	10"	12"	3"
10"	20"	14"	3"	12"	14"	3"	12"	14"	3"	12"	14"	3"	12"	14"	3"
12"	22"	16"	3"	14"	16"	3"	14"	16"	3"	14"	16"	3"	14"	16"	3"
14"	24"	18"	3"	16"	18"	3"	16"	18"	3"	16"	18"	3"	16"	18"	3"
16"	26"	20"	3"	18"	20"	3"	18"	20"	3"	18"	20"	3"	18"	20"	3"
18"	28"	22"	3"	20"	22"	3"	20"	22"	3"	20"	22"	3"	20"	22"	3"
20"	30"	24"	3"	22"	24"	3"	22"	24"	3"	22"	24"	3"	22"	24"	3"
22"	32"	26"	3"	24"	26"	3"	24"	26"	3"	24"	26"	3"	24"	26"	3"
24"	34"	28"	3"	26"	28"	3"	26"	28"	3"	26"	28"	3"	26"	28"	3"
26"	36"	30"	3"	28"	30"	3"	28"	30"	3"	28"	30"	3"	28"	30"	3"
28"	38"	32"	3"	30"	32"	3"	30"	32"	3"	30"	32"	3"	30"	32"	3"
30"	40"	34"	3"	32"	34"	3"	32"	34"	3"	32"	34"	3"	32"	34"	3"

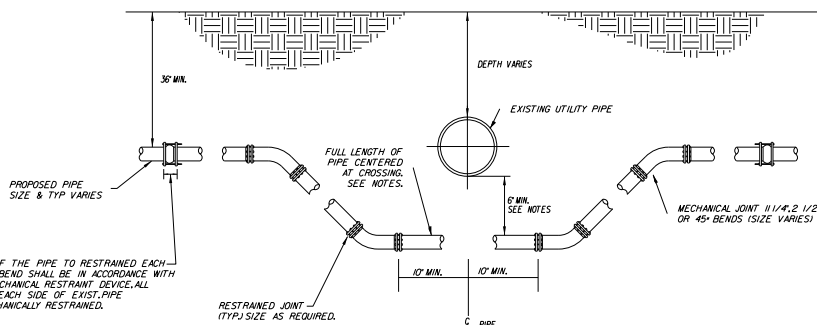
NTS
THRUST BLOCKS FOR BENDS & TEE'S



NTS
GATE VALVE & BOX DETAIL

TIE RODS

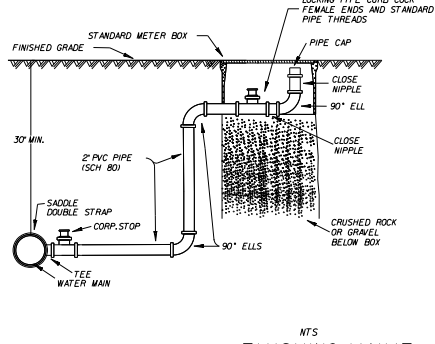
TWO RODS ON ALL SIX INCH (6") PIPE
THREE RODS ON ALL EIGHT INCH (8") PIPE
FOUR RODS ON ALL TEN AND TWELVE INCH (10" & 12") PIPE



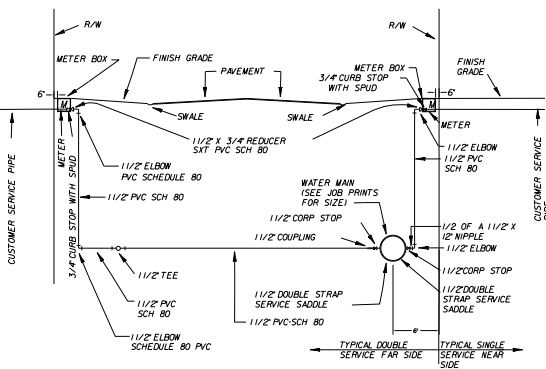
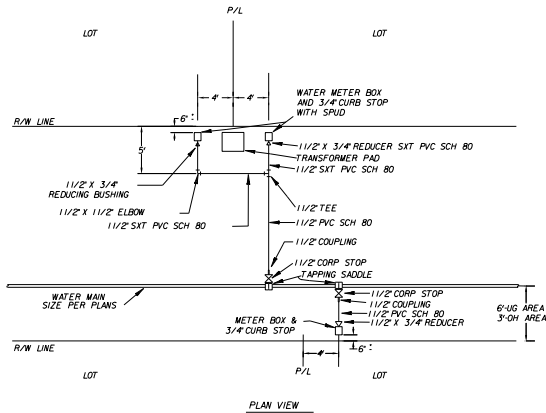
THE LENGTH OF THE PIPE TO RESTRAINED EACH—
SIDE OF THE BEND SHALL BE IN ACCORDANCE WITH
TABLE FOR MECHANICAL RESTRAINT DEVICE. ALL
JOINTS 20 MIN. EACH SIDE OF EXIST. PIPE
SHALL BE MECHANICALLY RESTRAINED.

NOTES:
1. IF EXISTING UTILITY PIPE IS A WATER MAIN
6 INCHES OF SEPARATION IS REQUIRED.
2. IF EXISTING UTILITY PIPE IS A FORCE MAIN,
SANITARY SEWER LINE OR DRAINAGE PIPE, 18
INCHES OF SEPARATION IS REQUIRED. THIS
IS IMPOSSIBLE AND EXISTING UTILITY MAIN IS CROOKED
OR DUMPY SEPARATION CAN BE REDUCED TO
6 INCHES. A FULL DOT PIPE SHALL BE CENTERED UNDER EXISTING
UTILITY MAIN TO PROVIDE MAXIMUM JOINT SPACING
FOR 18 INCH OR 6 INCH SEPARATIONS.
3. LOCATING WIRING REQUIRED. SEE DETAIL W-44.

NTS
UTILITY CONFLICT DETAIL "B"

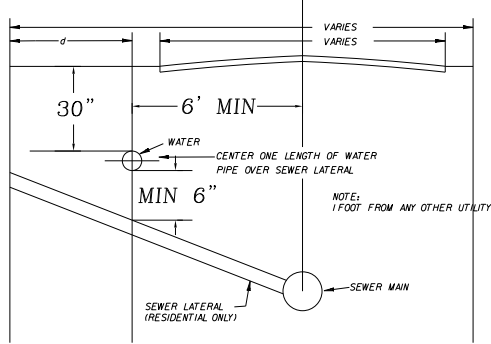


NTS
FLUSHING VALVE



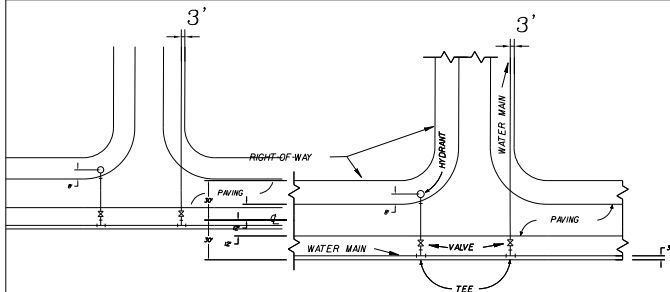
STATE ROAD-11/2" CARRIER PIPE-4" BLACK IRON CASING FOR JACK AND BORE INSTALLATION.
COUNTY AND CITY-11/2" CARRIER PIPE-3" PVC CASING FOR JACK AND BORE INSTALLATION.

TYPICAL WATER SERVICE LOCATIONS

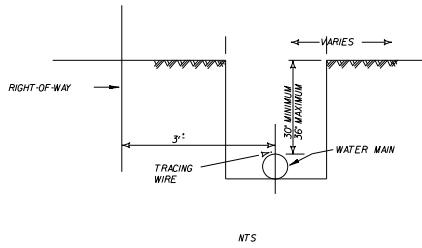


- NOTES:
1. MAINTAIN MINIMUM 6' HORIZONTAL SEPARATION BETWEEN WATER AND WASTE WATER MAINS. WHERE THIS IS NOT POSSIBLE, REPLACE WASTE WATER MAIN WITH DUCTILE IRON FOR THE LENGTH IN WHICH THE 10' HORIZONTAL SEPARATION CANNOT BE MAINTAINED (BY OTHERS).
2. MAINTAIN MINIMUM 6' VERTICAL SEPARATION BETWEEN ALL WATER AND WASTE WATER MAINS.
3. MAINTAIN MINIMUM 12" SEPARATION BETWEEN ALL OTHER FACILITIES

HORIZONTAL AND VERTICAL CLEARANCES BETWEEN WATER AND SEWER MAINS



NTS
TYPICAL SECTION DETAIL

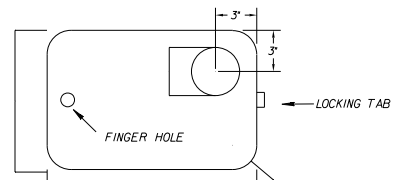


TRENCH DETAILS

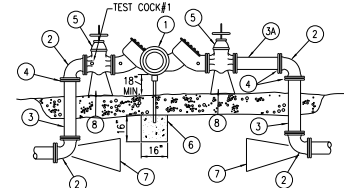
WHITE PVC DR 25 C900 PIPE FOR ALL 4", 6", 8", 10" AND 12" MAINS
*10 IF SOID TRACING WIRE TO BE INSTALLED ON TOP OF MAIN TAPED EVERY TEN FEET
PIPE LETTERING TO BE AT TOP OF PIPE WITH EDGE OF JOINT LINE VISIBLE AT BELL

MINIMUM LENGTH TO BE RESTRAINED ON EACH SIDE OF FITTING (FEET)									
PIPE SIZE	11 1/4	22 1/2	45	90	TEE	VALVE	CAP	REDUCER	
4	2	4	7	18	20	39	39	N/A	
6	2	5	10	25	20	55	55	28	
8	3	6	13	32	20	72	72	30	
10	4	8	16	38	20	86	86	29	
12	4	9	19	45	20	102	102	50	
16	6	11	23	57	20	131	131	30	

BELL RESTRAINT REQUIREMENTS



TOUCH READ COVER FOR PLASTIC METER BOX



MATERIALS		
ITEM	QUANT.	DESCRIPTION
1	1	2.5"-10" VALVE, DOUBLE CHECK OR REDUCED PRESSURE
2	4	2.5"-10" BEND - 90° F-F
3	2	2.5"-10" D.I.P. (48" LONG) F-PE
3A	1	2.5"-10" D.I.P. (24" LONG) F-PE (OPT.X)
4	3	2.5"-10" FLANGE, D.I.P.
5	2	2.5"-10" VALVE, GATE, D.I., F-F, OS+Y (RESILIENT SEAT)
6	1	2" IRON PIPE/CONCRETE FOUNDATION
7	2	THRUST BLOCK
8	2	SUPPORT BLOCKING UNDER VALVES (6" AND LARGER SIZES)

LARGE WATER SERVICE
DOUBLE CHECK AND REDUCED PRESSURE
BACKFLOW PREVENTION
SINGLE SERVICE: 2 1/2" - 10"

NTS
BACKFLOW PREVENTER

CONTRACTORS ARE REQUIRED TO PAINT NEW HYDRANTS SAFETY YELLOW AND MARK HYDRANTS. THE TOPS AND NOZZLE CAPS SHALL BE PAINTED WITH THE FOLLOWING CAPACITY INDICATOR COLOR SCHEME:
BLUE (SW4079) 1500GPM AND HIGHER
GREEN (SW4085) 1000-1499 GPM
ORANGE (SW4083) 500-999 GPM
RED (SW4081) LESS THAN 500 GPM

IT IS REQUIRED THAT ALL NEW AND RELOCATED WATER MAINS BE PRESSURE TESTED AND LEAKAGE TESTED IN ACCORDANCE WITH ANWA STANDARD C600.

IT IS REQUIRED THAT ALL NEW AND RELOCATED WATER MAINS BE DISINFECTED IN ACCORDANCE WITH ANWA STANDARD C651 AND RULE 62-555.345, F.A.C.

ALL WATER MAINS WILL BE CONSTRUCTED WITH BLUE C900-DR25 PIPE
ALL WATER SERVICES WILL CONSTRUCTED WITH WHITE PVC SCHEDULE 80 PIPE. BLUE SPRAY PAINT WILL BE APPLIED TO THE TOP SURFACE.
JOINT RESTRAINERS MAY BE USED IN PLACE OF THRUST BLOCKS ON C900-DR25 PIPE, WITH APPROVAL OF THE CITY UTILITIES DEPARTMENT.



WATER SPECIFICATIONS

SCALE: NTS
DATE: 2/5/98
DRAWN BY: VLT
REVISED BY: MM
DATE: 6/20/06
CITY OF FERNANDINA BEACH
FERNANDINA BEACH, FLORIDA 32034

SHEET NO.
DT-3

9 of 9

Issue Date
FEBRUARY 2020
Project No.
20-10.35

Registered Professional

WATER DETAILS

SIMMONS 9, LLC

COTTAGES AT AMELIA

G & A
GILLETTE & ASSOCIATES, INC.
20 SOUTH 4TH STREET
FERNANDINA BEACH, FL 32034
PHONE: (904) 261-8819

Gillette & Associates, Inc.
20 South 4th Street
Fernandina Beach, FL 32034
Certificate of Authorization No. 9332
DO NOT SCALE THIS DRAWING - DIMENSIONS AND NOTES TAKE PREFERENCE. DRAWING IS REDUCED IF LESS THAN 22" X 34"

Scale:
Project Mgr: NG
Designed by: NG
Drawn by: BM
QAQC: AG

No.	By	Date	Revised to address City of FB Comments
C	NG	6/16/20	Revised to address City of FB Comments
B	NG	4/13/20	Revised to address City of FB Comments
No.	By	Date	Revision



Civil & Environmental Engineering • Mechanical & Structural Engineering • Construction Management

June 22, 2020

Mr. Jacob Platt, Planner II
City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034

**Re: Hardship Relief Request
 Cottages at Amelia
 SPR# 2020-02**

Dear Mr. Platt:

We respectfully request a hardship relief request, as outlined in Section 4.05.13 of the Land Development Code (Code). This relief request considers the strict implementation of minimum area and geometry requirements for shade/understory tree plantings. The Code requires that shade trees have 250 SF of area per tree and understory trees have 100 SF of area per tree. The Code does not specifically state a minimum landscape bed width or depth for residential uses, but this project requires some locations to be approximately 5 feet in width/depth. As a result, this project is attempting to establish its own residential standard relating to landscape bed geometry.

This project has lot areas as small as 1,643 SF, which complies with the MU-8 standards outlined in the Code. The Code requires that 2 trees per lot be planted no matter what the lot size is for a project. When considering the smaller lot areas and minimum tree area requirements, there is insufficient room to plant the required trees and meet lot areas and/or minimum landscape bed geometry standards.

This project also has taken on the effort of redeveloping a blighted commercial use that had minimal landscaping and was the subject of numerous Code Enforcement violations in the past. This project also aids considerably in the redevelopment of the 8th Street corridor, which is a longtime objective of the City. Finally, as a sign of good faith, the nonconforming and blighted improvements have been removed.

In an effort to plant as many trees as possible and comply with Code requirements, we are requesting a hardship relief request to accomplish this redevelopment goal. The project can plant 2 trees per lot; however, we are requesting some latitude on minimum area requirements and establish a minimum landscape bed width of 5 feet for tree plantings. This minimum bed width of 5 feet has been used successfully by the City of Fernandina Beach for shade trees in its downtown area and we feel we can do the same with this urban project.

Thank you for your time on this matter.

Sincerely,

Nick E. Gillette, P.E.
Gillette & Associates, Inc.



**MINUTES
PLANNING ADVISORY
BOARD
REGULAR MEETING
JULY 8, 2020**

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

1. CALL TO ORDER / ROLL CALL / DETERMINATION OF QUORUM

Call to Order at 5:00 pm

MEMBERS PRESENT:

*Genece Minshew- physically present
Victoria Robas – physically present
Peter Stevenson – virtually present
Mark Bennett – virtually present
Jenny Schaffer – virtually present*

MEMBERS ABSENT: *None*

OTHERS PRESENT

*Tammi Bach, Board Attorney – Physical Presence
Kelly Gibson, Director – Physical Presence
Jacob Platt, City Planner – Physical Presence
Shelley Pinkston, Recording Secretary – Physical Presence*

2. PLEDGE OF ALLEGIANCE

3. APPROVAL OF MEETING MINUTES

3.1 June 10, 2020 Meeting Minutes

Member Robas mentioned that she was not recorded as voting after action taken on both votes. Member Robas on first Motion wants to be listed as voting yes, and then second motion made by Member Bennett, Member Robas voted yes as well.

ACTION TAKEN: A motion was made by Member Stevenson, seconded by Member Robas to approve the meeting minutes as amended.

Vote upon passage of the motion was taken by ayes and nays, and being all ayes, carried.

4. OLD BUSINESS

Member Stevenson

5. NEW BUSINESS

5.1 PAB 2020-0006: NICK GILLETTE, SIMMONS 9, LLC, 400 S. 8TH STREET

Final Plat - Cottage of Amelia.

Mr. Platt presented evidence into the record and submitted the staff report as evidence. He noted that Mr. Jay Mock, representative of Simmons 9, LLC was present. This is for 20 lot subdivision. This final plat received final sign-off by the Technical Review Board committed of June 24, 2020. He stated that the proposal is consistent with LDC and recommended approval of the final plat and re-plat.

Member Stevenson questioned the housing units per acre as parcel is only 1.03 acres. Mr. Platt explained net density and confirmed that the parcel is just over an acre, and that it can support 25 units if need be.

Member Robas questioned garages access through the interior right of way. Mr. Platt confirmed shared driveway on Date Street.

Member Robas spoke of a letter asking for relief on landscape plan. Jacob explained that a letter was received asking for hardship relief and the location where the relief is requested. He provided insight about fronting S. 8th street, shade trees, and parking.

Chair Minshew asked if the southern area of plat would hold greenspace. Mr. Platt answered in the affirmative and referred to the landscape page on subdivision plat. Chair Minshew asked about space for plantings on corner of 9th and Dade. Mr. Platt said that the corner of 9th and Date is not part of the subject parcel.

Member Schaffer asked about HOA to which Mr. Platt provided clarification on zoning and permissible home occupancy Development will consist of only residential townhomes.

Member Stevenson asked about required parking. Mr. Platt explained the requirements.

Jay Mock, Applicant, spoke and mentioned that he relied on Mr. Platt analysis. He also mentioned that these units would be fee simple.

Public Hearing was opened

Mrs. Eloise Harris from 418 S. 9th Street mentioned she has been a resident since 1963. She asked if this would remain residential because of current zoning. She also asked about access to which Mr. Mock explained driveway entryways.

Mrs. McGee was recognized but had no comments aside from that she lives across the street from the development.

Tiffany Harris, 1116 gum Street, asked about clarification regarding square footage. Mr. Platt stated that there are no required square footage but that units are 18 feet wide. Mr. Platt believes they are 18' x 56', which is approx. 1000 square feet. Ms. Gibson added some information. Ms. Harris asked for projected price of unit and spoke about affordable housing and traffic increase. Mr. Platt stated that this was not part of the application process.

Member Bennet commented that traffic and density was considered during the approval process of this M-8 re-zoning.

ACTION TAKEN: A motion was made by Member Stevenson , seconded by Member Bennett to approve PAB 2020-0006 as presented.

Vote upon passage of the motion was taken by voice vote, and being all ayes, carried.

5.2 Presentation of Evaluation and Appraisal Report (EAR) Amendments for Legislative Compliance

Ms. Gibson gave a brief introduction about listening to a presentation from the Northeast Regional Council about updating the City's Comprehensive Plan. Ms. Gibson then noted that following the presentation, she would be looking to the Board for guidance. She added that there will be special meeting on July 22, 2020.

Chair Minshew specified that there was no action to be taken during this meeting and welcomed any questions from Board members.

Member Robas asked about water supply and Chair Minshew asked how do businesses reflected into this

Member Robas stated she was concerned about population and wanted to make sure these statistics are ones we all agree on for planning purposes.

Member Stevenson said he looked at the UF report and asked about transient population and how it is factored into the amount of water to be used.

Chair Minshew asked about the process if it was decided upon today.

Member Schaffer asked if this includes second home population or maximum potential. Chair Minshew talked about long and short term rentals

Member Bennett spoke about the Atlantic Avenue and S. Fletcher Avenue is included.

Member Robas stated she needed clarification of what the goal was and how the board can come to a recommendation. She wants to make sure that once she votes on the July 22nd that there is a review process.

Chair asked Ms. Gibson to explain the process. Ms. Gibson concurred.

Chair Minshew opened Public Hearing.

Margaret Kirkland, attended virtually and agreed that there is a need. She commented that updating the comprehensive plan is a great opportunity and made some suggestions.

Chair Minshew closed the Public Hearing.

Chair Minshew asked for Board comments. Member Bennett said they needed more time.

Member Stevenson made a recommendation to go forward with this document.

Chair Minshew said we could put enforcement language in next years' project and go with this as is in two weeks. Member Bennett would like for the City to compile data. All Board members agreed.

Member Shaffer feels we can make this stronger. Thinks we should submit as is for now, and appreciates everyone's time and care, but everyone can work more in future.

Minshew thanked Margo from Regional Council.

DRAFT

6. BOARD BUSINESS

6.1 Election of Chair and Vice Chair

6.2 Board of member Application

7. STAFF REPORT

8. PUBLIC COMMENT

9. ADJOURNMENT AT 7:45

Sylvie McCann, Recording Secretary

Genece Minshew, Chair Chair

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2020-105
Dental Insurance Coverage - United Health Care

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2020-105

SYNOPSIS: The City of Fernandina Beach currently contracts with United Health Care as the City's medical insurance provider and MetLife as the City's dental insurance provider. The current contracts were approved on September 9, 2015, via Resolution 2015-126, and have since been automatically renewed.

MetLife and United Health Care provided proposals for dental insurance benefits to the City. The proposal from United Health Care provides the City with a decrease of approximately 4% in premiums with a higher level of benefits. Said renewal shall be for a period of one year, with one year renewals at the desire of both parties. Staff recommends the City contract with United Health Care for dental insurance coverage and deems it to be in the best interest of the City and its employees.

FISCAL IMPACT: The City does not contribute toward the dental insurance premiums.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2020-105.

Teresa Bryan, HR Generalist	7/16/2020
Dale L. Martin, City Manager	7/23/2020
Pauline Testagrose, Comptroller	7/27/2020
Tammi E. Bach, City Attorney	7/28/2020

Date: June 19, 2020

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION: Adopt

RESOLUTION 2020-105

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
FERNANDINA BEACH APPROVING DENTAL INSURANCE
COVERAGE WITH UNITED HEALTH CARE; AUTHORIZING
EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fernandina Beach currently contracts with United Health Care as the City's medical insurance provider and MetLife as the City's dental insurance provider; and

WHEREAS, the current contracts were approved on September 9, 2015, via Resolution 2015-126, and have since been automatically renewed; and

WHEREAS, MetLife and United Health Care provided proposals for dental insurance benefits to the City; and

WHEREAS, the proposal from United Health Care provides the City with a decrease of approximately 4% in premiums with a higher level of benefits; and

WHEREAS, said renewal shall be for a period of one year, with one-year renewals at the desire of both parties; and

WHEREAS, staff recommends the City contract with United Health Care for dental insurance coverage and deems it to be in the best interest of the City and its employees; and

WHEREAS, the City does not contribute toward the dental premiums.

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

SECTION 1. The City Commission hereby authorizes the contract with United Health Care for dental insurance coverage for a period of one year, with one-year renewals at the desire of both parties.

SECTION 2. The City Manager and City Clerk are hereby authorized to sign all documentation pertaining to said contract upon review and approval of the City Attorney.

SECTION 3. This Resolution shall take effect immediately upon passage.

ADOPTED this 4th day of August, 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

RESOLUTION 2015-126

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH APPROVING HEALTH INSURANCE BENEFITS WITH UNITED HEALTH CARE AND DENTAL INSURANCE COVERAGE WITH METLIFE; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fernandina Beach currently contracts with Blue Cross and Blue Shield of Florida (BCBS) as the City's medical and dental insurance provider; and

WHEREAS, the current contract expires on September 30, 2015, and is renewable on October 1, 2015; and

WHEREAS, AvMed, Actna, Blue Cross and Blue Shield of Florida, and United Health Care provided proposals for health insurance benefits to the City; and

WHEREAS, Blue Cross and Blue Shield of Florida's renewal rate increased 19.79% for medical premiums; and

WHEREAS, United Health Care provided the City with the lowest rate for health insurance benefits incurring a 9.8% increase in premiums during the next plan year (10/1/15 to 9/30/16) with the level of benefits remaining similar; the proposal for MetLife has an overall decrease in premiums with a higher level of benefits; and

WHEREAS, said renewal shall be for a period of one (1) year, with one (1) year renewals at the desire of both parties; and

WHEREAS, staff recommends the City contract with United Health Care for health insurance benefits and MetLife for dental insurance coverage and deems it to be in the best interest of the City and its employees; and

WHEREAS, funds for health insurance benefits are allocated in the City budget each fiscal year. The City does not contribute toward the dental premiums.

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

SECTION 1. The City Commission hereby authorizes the contract with United Health Care for health care insurance benefits and with MetLife for dental insurance coverage for a period of one (1) year, with one (1) year renewals at the desire of both parties.

SECTION 2. The City Manager and City Clerk are hereby authorized to sign all documentation pertaining to said contracts upon review and approval of the City Attorney.

SECTION 3. This Resolution shall take effect immediately upon passage.

ADOPTED this 9th day of September, 2015.

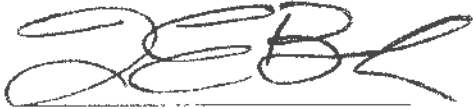
ATTEST:


Caroline Best
City Clerk

CITY OF FERNANDINA BEACH


Edward E. Boner
Commissioner-Mayor

APPROVED AS TO FORM & LEGALITY:

A handwritten signature in black ink, appearing to read 'TEB', written over a horizontal line.

Tammi E. Bach
City Attorney

Employer / Employee Contribution Comparison

Plan	EE	Current				Negotiated Renewal
		Rate	Employee Contribution	Employer Contribution	ER %	Rate
EE	14	\$672.51	\$60.46	\$612.05	91%	\$737.99
EE/SP	1	\$1,600.59	\$524.00	\$1,076.59	67%	\$1,756.43
EE/CH	1	\$1,237.43	\$342.62	\$894.81	72%	\$1,357.91
FAMILY	2	\$2,098.25	\$772.56	\$1,325.69	63%	\$2,302.55
Total Month	18	\$16,450	\$3,258	\$13,191		\$18,051
Total Year		\$197,396	\$39,098	\$158,298	80%	\$216,616
\$ Difference						\$19,220
% Difference						9.737%
Plan	EE	Rate	Employee Contribution	Employer Contribution	ER %	Rate
EE	79	\$612.04	\$0.00	\$612.04	100%	\$671.28
EE/SP	18	\$1,456.65	\$380.06	\$1,076.59	74%	\$1,597.66
EE/CH	30	\$1,126.15	\$231.34	\$894.81	79%	\$1,235.17
FAMILY	22	\$1,909.56	\$583.88	\$1,325.68	69%	\$2,094.41
Total Month	149	\$150,366	\$26,627	\$123,739		\$164,921
Total Year		\$1,804,388	\$319,520	\$1,484,868	82%	\$1,979,053
\$ Difference						\$174,665
% Difference						9.680%
Plan	EE	Rate	Employee Contribution	Employer Contribution	ER %	Rate
EE	4	\$536.02	\$0.00	\$536.02	100%	\$586.70
EE/SP	1	\$1,271.87	\$331.00	\$940.87	74%	\$1,396.36
EE/CH	0	\$983.30	\$201.28	\$782.02	80%	\$1,079.54
FAMILY	3	\$1,667.33	\$509.10	\$1,158.23	69%	\$1,830.52
Total Month	8	\$8,418	\$1,858	\$6,560		\$9,235
Total Year		\$101,015	\$22,300	\$78,716	78%	\$110,817
\$ Difference						\$9,801
% Difference						9.703%
Total Month (All Plans)	175	\$175,233	\$31,743	\$143,490	82%	\$192,207
Total Year (All Plans)		\$2,102,799	\$380,917	\$1,721,882	82%	\$2,306,486
\$ Difference						\$203,686
% Difference						9.7%

Employee Health Insurance Rate Schedule

United Healthcare

MEDICAL INSURANCE - 55% City's Dependent Share Schedule

(For Employees hired prior to 10/1/13, City Pays 55% Share of Dependent Coverage;
1/1/14 for IAFF-covered Employees)

Rate Schedule effective 10/01/2015 through 9/30/2016

UHC PPO (Buy-up Plan)				
	Total Premium	City Share	Employee Share	Employee Bi-weekly Deduction
Employee Only	\$737.99	\$671.28	\$66.71	\$33.36
Employee & Spouse	\$1,756.43	\$1,180.80	\$575.63	\$287.82
Employee & Child(ren)	\$1,357.91	\$981.43	\$376.48	\$188.24
Family	\$2,302.55	\$1,454.01	\$848.54	\$424.27
UHC HMO (The City's Basic Plan)				
	Total Premium	City Share	Employee Share	Employee Bi-weekly Deduction
Employee Only	\$671.28	\$627.83	\$0.00	\$0.00
Employee & Spouse	\$1,597.66	\$1,180.80	\$416.86	\$208.43
Employee & Child(ren)	\$1,235.17	\$981.43	\$253.74	\$126.87
Family	\$2,094.41	\$1,454.00	\$640.41	\$320.21
UHC HDHP & Health Savings Account				
	Total Premium	City Share	Employee Share	Employee Bi-weekly Deduction
Employee Only	\$586.70	\$554.18	\$0.00	\$0.00
Employee & Spouse	\$1,396.36	\$1,032.01	\$364.35	\$182.18
Employee & Child(ren)	\$1,079.54	\$857.76	\$221.78	\$110.89
Family	\$1,830.52	\$1,270.80	\$559.72	\$279.86

Employee Health Insurance Rate Schedule

Blue Cross & Blue Shield of Florida

MEDICAL INSURANCE - 50% Dependent Share Schedule

(For Employees hired after 10/1/13, City Pays 50% Share of Dependent Coverage;
1/1/14 for IAFF-covered Employees)

Rate Schedule effective 10/01/2015 through 9/30/2016

UHC PPO (Buy-up Plan)

	Total Premium	City Share	Employee Share	Employee Bi-weekly Deduction
Employee Only	\$737.99	\$627.83	\$110.16	\$55.08
Employee & Spouse	\$1,756.43	\$1,134.47	\$621.96	\$310.98
Employee & Child(ren)	\$1,357.91	\$953.22	\$404.69	\$202.35
Family	\$2,302.55	\$1,382.86	\$919.69	\$459.85

UHC HMO (The City's Basic Plan)

	Total Premium	City Share	Employee Share	Employee Bi-weekly Deduction
Employee Only	\$671.28	\$627.83	\$0.00	\$0.00
Employee & Spouse	\$1,597.66	\$1,134.47	\$463.19	\$231.60
Employee & Child(ren)	\$1,235.17	\$953.22	\$281.95	\$140.98
Family	\$2,094.41	\$1,382.85	\$711.56	\$355.78

UHC HDHP & Health Savings Account

	Total Premium	City Share	Employee Share	Employee Bi-weekly Deduction
Employee Only	\$586.70	\$554.18	\$0.00	\$0.00
Employee & Spouse	\$1,396.36	\$991.53	\$404.83	\$202.42
Employee & Child(ren)	\$1,079.54	\$833.12	\$246.42	\$123.21
Family	\$1,830.52	\$1,208.60	\$621.92	\$310.96

City of Fernandina Beach - 10/01/15

Plan Benefits

	United Healthcare OL9-Mod (Rx 125)		United Healthcare (Option 4) OKJ-Mod (Rx 125)	United Healthcare (Option 5) 5Q1-Mod (Rx 125-HSA)	
	In	Out	In Network Only	In	Out
Calendar Year Deductible (CYD)					
Individual	\$500	\$1,500	N/A	\$1,250	\$2,500
Family Aggregate ⁽¹⁾	\$1,500	\$4,500	N/A	\$2,500	\$5,000
Coinsurance (% services pd by carrier/you)	80% / 20%	50% / 50%	90% / 10%	80% / 20%	60% / 40%
Out-of-Pocket Maximum					
	Includes CYD, Coins, Copay, Rx		Includes CYD, Coins, Copay, Rx	Includes CYD, Coins, Copay, Rx	
Individual	\$3,000	\$6,000	\$2,500	\$5,000	\$10,000
Family Aggregate	\$6,000	\$12,000	\$7,500	\$5,000	\$10,000
Office Services					
Primary Care Physician (PCP)	\$25	CYD + 50%	\$15	CYD + 20%	CYD + 40%
Specialist	\$60	CYD + 50%	\$35	CYD + 20%	CYD + 40%
Hospital / Surgical / Emergency Care					
Inpatient (per admission)	CYD + 20%	CYD + 50%	\$200/day (max: \$1,000)	CYD + 20%	CYD + 40%
Outpatient (per visit)	Therapy: \$60 Surgery: CYD + 20%	CYD + 50%	Therapy: \$35 Surgery: 10%	CYD + 20%	CYD + 40%
Emergency Room & Facilities	\$300	\$300	\$100	CYD + 20%	CYD + 40%
Urgent Care	\$65	CYD + 50%	\$35	CYD + 20%	CYD + 40%
Prescriptions (Tiered Program)					
Retail (30 day supply)	\$10 / \$35 / \$60	\$10 / \$35 / \$60	\$10 / \$35 / \$60	CYD + \$10 / \$35 / \$60	CYD + \$10 / \$35 / \$60
Mail Order (90 day supply)	\$25 / \$87.50 / \$150	Not Covered	\$25 / \$87.50 / \$150	CYD + \$25 / \$87.50 / \$150	Not Covered
Preventive Health					
Routine Adult Physical Exams	PCP: \$0	Not Covered	PCP: \$0	PCP: \$0	Not Covered
Well Woman Exam (e.g. annual GYN)	Specialist: \$0	Covered 100%	Specialist: \$0	Specialist: \$0	Covered 100%
Well Child					
Mammogram		Covered 100%	Covered 100%		Covered 100%
Colonoscopy		Covered 100%	Covered 100%		Covered 100%
Outpatient Diagnostic Services					
Independent Diagnostic Testing Facility	\$0		Covered 100%	CYD + 20%	CYD + 40%
Advanced Imaging Services (AIS)	CYD + 20%	CYD + 50%	\$100	CYD + 20%	CYD + 40%
Independent Clinical Lab	Covered 100%		Covered 100%	CYD + 20%	CYD + 40%
Mental Health / Substance Abuse					
Inpatient Admission	CYD + 20%	CYD + 50%	\$200/day (max: \$1,000)	CYD + 20%	CYD + 40%
Outpatient Office Visit	CYD + 20%	CYD + 50%	10%	CYD + 20%	CYD + 40%

Notes:

Out of Network Benefits could be subject to balance billing by the provider.

This is a summary of benefits only and is not intended to be a complete outline of the illustrated plans.⁽¹⁾ **Traditional Family Deductible:** Any individual family member will receive benefits once he/she has satisfied the single deductible, even if the family deductible has not been previously satisfied. Once the entire family⁽¹⁾ **Collective Family Deductible:** Entire family deductible must be satisfied prior to any benefits being paid to any family member on the plan. Deductible may be satisfied by any one or combination of family members.⁽²⁾ **Option 2 Hospitals** may have high cost shares.

PPO Dental

Plan			Current / Renewal		Alternate	Proposing	
			Florida Combined Life		Florida Combined Life 1.5k Max	MetLife	
Deductible			In	Out		In	Out
Class I: Preventive	Ind/Family		Waived		Waived	Waived	
Class II: Basic	Ind/Family		\$50 / \$150		\$50 / \$150	\$50 / \$150	\$50 / \$150
Class III: Major	Ind/Family		\$50 / \$150		\$50 / \$150	\$50 / \$150	\$50 / \$150
Class IV: Orthodontic			None		None	None	
Co-Insurance							
Class I: Preventive			100%		100%	100%	
Class II: Basic			80%		80%	80%	
Class III: Major			50%		50%	50%	
Class IV: Orthodontic			50% (to age 19)		50% (to age 19)	50%	
Benefit Maximums							
Benefit Maximum			\$1,000		\$1,500	\$1,500	
Plan Max Enhancement			None		None	None	
Orthodontic Lifetime Max			\$1,000		\$1,000	\$1,000	
	EEs		Current	Renewal	Renewal	Proposing	
Employee Only	48		\$23.39	\$23.39	\$25.73	\$24.86	
Employee & Spouse	18		\$48.60	\$48.60	\$53.46	\$51.67	
Employee & Child(ren)	12		\$57.43	\$57.43	\$63.17	\$61.05	
Family	22		\$82.58	\$82.58	\$90.84	\$87.79	
Total Month	100		\$4,503	\$4,503	\$4,954	\$4,787	
Total Year			\$54,041	\$54,041	\$59,446	\$57,448	
12 Month Difference				\$0	\$5,405	\$3,407	
Percentage				0%	10%	6.3%	
Rate Guarantee			1 year		1 year	1 year	
Minimum Participation			35%			30% (5 lives)	
Waiting Period for Services			None		None	None	
True Open Enrollment (Y/N)			Yes		Yes	Yes	
Implants Covered (Y/N)			Yes		Yes	Yes	
Endodontics covered as Basic/Major			Basic		Basic	Basic	
Periodontics covered as Basic/Major			Basic		Basic	Basic	
% UCR or MAC			MAC		MAC	MAC	

City of Fernandina Beach - 10/01/15

Copay/Schedule Dental

Plan	Current / Renewal		Alternate		Proposing
	Florida Combined Life		Florida Combined Life (w/ 1.5k Max Plan)		MetLife
Deductible					
Class I: Preventive	Ind/Family	Waived	Waived		
Class II: Basic	Ind/Family	\$50 / \$150	\$50 / \$150		
Class III: Major	Ind/Family	\$50 / \$150	\$50 / \$150		
Class IV: Orthodontia	Ind/Family	Not Covered	Not Covered		
Benefit Schedule					
	In-Network	Out of Network	In-Network	Out of Network	Employee Pays
0274 Bitewings - Four Films	\$0	80%	\$0	80%	\$0
0330 X-Ray/Panoramic Film	\$14	60%	\$14	60%	\$0
1110 Routine Cleaning	\$10	80%	\$10	80%	\$5
2140 Restorative Filing (Silver/1 Surface)	\$15	60%	\$15	60%	\$12
2160 Restorative Filing (Silver/3 Surfaces)	\$23	60%	\$23	60%	\$23
2330 Anterior One Surface	\$20	60%	\$20	60%	\$12
2750 Crown - Porcelain Fused to Metal	\$315	40%	\$315	40%	\$290
3330 Root Canal - Molar	\$305	40%	\$305	40%	\$265
4210 Gingivectomy - Per Quadrant	\$142	40%	\$142	40%	\$150
5110 Prosthodontics - Complete Upper	\$382	40%	\$382	40%	\$440
5211 Partial Dentures (Upper or Lower/1 Clasp)	\$296	40%	\$296	40%	\$465
7230 Partial Bony Impaction	\$53	60%	\$53	60%	\$65
7240 Surgical Tooth Extraction (Impacted)	\$64	60%	\$64	60%	\$128
8560 Orthodontics - Routine 24 Mo. Banded	Child Only to Age 19		Child Only to Age 19		Adult & Child
Evaluation					\$35
Records					
Orthodontic Treatment (child/adult)	\$1,000 Lifetime Maximum Benefits		\$1,000 Lifetime Maximum Benefits		\$2,095
Annual Maximum	\$1,000		\$1,000		Unlimited
Specialist					
25 % Discount or Copay Schedule	25% Discount		25% Discount		Copay
Self Referral	Yes		Yes		Per
	EEs	Current	Renewal	Proposing	Proposing
Employee Only	15	\$14.72	\$14.72	\$16.19	\$10.97
Employee & Spouse	8	\$31.71	\$31.71	\$34.88	\$19.20
Employee & Child(ren)	3	\$38.02	\$38.02	\$41.82	\$23.03
Family	6	\$56.81	\$56.81	\$62.49	\$32.35
Total Month	32	\$929	\$929	\$1,022	\$581
Total Year		\$11,153	\$11,153	\$12,267	\$6,976
12 Month Difference			\$0.00	\$1,114.68	\$4,176.72
Percentage			0%	10%	-37%
Rate Guarantee		1 year		1 year	1 year
Minimum Participation		35% (or 10 EEs)		35% (or 10 EEs)	30%
Waiting Period for Services		No		No	No
True Open Enrollment (Y/N)		Yes		Yes	Yes

Employee Health Insurance Rate Schedule
Blue Cross & Blue Shield of Florida

DENTAL INSURANCE

Rate Schedule effective 10/01/2015 through 9/30/2016

DHMO w/Ortho				
	Total Premium	City Share	Employee Share	Employee Bi-weekly Deduction
Employee Only	\$10.97	\$0.00	\$10.97	\$5.49
Employee & Spouse	\$19.20	\$0.00	\$19.20	\$9.60
Employee & Child(ren)	\$23.03	\$0.00	\$23.03	\$11.52
Family	\$32.35	\$0.00	\$32.35	\$16.18
PPO w/Ortho				
	Total Premium	City Share	Employee Share	Employee Bi-weekly Deduction
Employee Only	\$24.85	\$0.00	\$24.85	\$12.43
Employee & Spouse	\$51.65	\$0.00	\$51.65	\$25.83
Employee & Child(ren)	\$61.05	\$0.00	\$61.05	\$30.53
Family	\$87.75	\$0.00	\$87.75	\$43.88

BILLING AND COLLECTION AGREEMENT

This Billing and Collection Agreement ("Agreement") by and among United HealthCare Services, Inc., and its subsidiaries and affiliates (collectively "UHS"), the designated service provider(s) (individually and collectively, "Service Provider") indicated on the attached Exhibit 1 to this Agreement ("Exhibit 1"), and City of Fernandina Beach ("Customer"), sets forth the terms and conditions under which UHS will assist in the billing and collection of Service Fees from Customer, and the processing and remittance of the Service Fees to Service Provider. This Agreement is effective as of 10/1/2015 (the "Effective Date").

RECITALS

Customer has purchased certain medical insurance products ("Medical Benefit Plan(s)") from a company controlled by or under common control with UHS including, without limitation, UnitedHealthcare Insurance Company (each, an "Affiliate").

Customer and Service Provider represent that they have entered into one or more valid agreements under which Service Provider agrees to provide services to assist Customer with its benefit plan (individually and collectively, "Service Agreement") in return for agreed upon compensation to be paid by Customer ("Service Fee").

Customer and Service Provider acknowledge that UHS is not a party to the Service Agreement.

Customer and Service Provider have requested that UHS bill Customer for the monthly Service Fee on the Service Provider's behalf, and incorporate the Service Fee bill into the Medical Benefit Plan(s) bill for the Customer's administrative ease.

Customer, Service Provider, and UHS acknowledge and agree that the Service Fee is not part of the premium charged for any Medical Benefit Plan offered by an Affiliate and is not a required contingency of obtaining the coverage purchased by Customer.

UHS agrees to provide the billing services described herein in reliance upon and subject to the aforementioned recitals and terms and conditions set forth below.

TERMS AND CONDITIONS

Section 1: Rights and Responsibilities.

A. Responsibility of UHS:

1. UHS agrees to bill Customer for the Service Fee identified in Exhibit 1 on a monthly basis and incorporate this billing with the premium bill for the Medical Benefit Plan(s) purchased by the Customer during the Term.
2. UHS agrees to forward or transmit any collected Service Fee to the appropriate Service Provider (as outlined in Exhibit 1) within 60 days of receipt of the Service Fee from Customer.

B. Responsibilities of Customer:

1. Customer agrees to pay the Service Fee at the same time as payment is made for the premium for the Medical Benefit Plan(s) included on the same invoice.
2. Customer agrees to notify UHS immediately of the termination of any one or more Service Agreement.
3. Customer shall take all steps necessary to recover from Service Provider any overpayment of the Service Fee which is due to Customer's error.
4. Customer agrees that it is responsible for any tax reporting related to the payment of the Service Fee to the Service Provider.

C. Responsibilities of Service Provider:

1. Service Provider agrees to notify UHS immediately of any change in the contractual relationship between it and the Customer that would impact the Service Fee payment.
2. Service Provider agrees to return to UHS any Service Fee overpayments that occur as a result of a processing error by UHS within thirty (30) days of UHS's request for such repayment.
3. Service Provider agrees that UHS is not responsible for any tax reporting related to the payment of the Service Fee to the Service Provider.
4. Service Provider acknowledges and agrees that it is solely responsible for determining what licenses (state, local or otherwise) are required for it to perform the services described herein and/or in the Service Agreement, and for obtaining such licenses and maintaining them in good standing throughout the Term.

Section 2: Payments and Adjustments.

- A. All parties agree to promptly notify the others upon becoming aware of an incorrect payment amount, and to promptly remit any amounts overpaid.
- B. If the amount Customer pays to UHS for both Service Fee and premium related to the Medical Benefit Plan(s) purchased by Customer is less than the amount billed by UHS, the amount forwarded to the Service Provider will vary in direct proportion to the difference in the amount paid compared to the amount billed. This variation will apply regardless of the basis used for calculating the Service Fee, including a percent of premium, a set amount per enrolled employee, per month, or a set dollar amount per month.
- C. UHS may recover overpayments from Service Provider by offsetting the overpayment against any other compensation due to Service Provider by UHS.
- D. Service Fees will be subject to garnishments and any other legal attachments as required by a legal court order or similar action.
- E. The Service Fee amount may be modified on a prospective basis only. UHS must be informed of the change in writing, including the date that the change will be implemented (which must be at least 30 days from the date of such notice to UHS). UHS will notify Customer and Service Provider in writing that it will implement the change on the date requested; provided, however, that UHS has the right to designate a date subsequent to the date requested if, in its reasonable judgment, UHS believes that such a delay is necessary.

Section 3: Amendments.

- A. UHS may amend the terms and conditions of this Agreement, except for terms and conditions related to the amount of the Service Fee, at any time by notifying Customer and Service Provider of the change in writing at least 30 days prior to the effective date of the change.
- B. Customer may request a change to the amount of the Service Fee subject to the requirements contained in Section 2(E) above.
- C. All other amendments to the provisions of this Agreement, not addressed by 3(A) or 3(B) above, must be set forth in writing and signed by an authorized representative of each party to this Agreement.

Section 4: Term and Termination.

This Agreement is effective on the Effective Date and shall continue until terminated as set forth in this Section 4 (the "Term").

- A. Customer may terminate this Agreement at any time, for any reason (or no reason), by providing written notice of such termination; provided, however, that if the termination does not specify a future effective date, Customer acknowledges and agrees that such termination will be effective the first of the month following UHS's receipt of such notice. Unless otherwise specifically so stated, notice that the Customer has elected to work with a different Service Provider shall be considered to be effective notice of the termination of this Agreement.
- B. UHS and Service Provider may terminate this Agreement at any time, for any reason (or no reason), by providing written notice of such termination at least 60 or more days before the effective date of the termination.
- C. UHS may terminate this Agreement immediately, upon written notice to Customer and Service Provider, if UHS is made aware that responsibilities and duties called for herein are no longer legally permissible.
- D. This Agreement will terminate automatically and without any further action being required on the part of any party as of the effective date of the cancellation or termination of the last of the Medical Benefit Plan(s) purchased by Customer from an Affiliate then in existence.
- E. In addition, this Agreement will terminate automatically and without any further action being required on the part of any party as of the effective date of a subsequently executed Billing and Collection Agreement by and between UHS, Customer and any service provider (whether the same Service Provider named in Exhibit 1 or not).
- F. Notwithstanding the foregoing, the provisions of this Agreement which, by their nature, are intended to survive beyond the termination of this Agreement shall survive such termination, including, but not limited to, Sections 1(B), 1(C), 2(A), 2(C), 2(D), and 5.

Section 5: Additional Customer and Service Provider Acknowledgments and Approvals.

- A. Customer understands that UHS may compensate Service Provider for the sale, service and retention of Medical Benefit Plans and that the Medical Benefit Plan(s) purchased by Customer may, if eligible, be taken into account in the calculation of any bonus or override program offered by UHS to Service Provider. Eligibility for such bonus and/or override programs is determined by UHS based on a number of factors including, but not limited to, state-specific regulatory requirements.
- B. By executing this Agreement below, Customer represents that either the payment of a bonus and/or override by UHS, as described in 5(A) above, does not create a conflict of interest or, to the extent of any apparent conflict, it is understood and hereby waived by Customer.
- C. Customer and Service Provider acknowledge and agree that the Service Fee may be deposited by UHS in an account with other funds collected by UHS in the normal course of business. All available funds may be invested

BILLING AND COLLECTION AGREEMENT

EXHIBIT 1

This Section To Be Completed By Customer

Customer Name: City of Fernandina Beach

Service Agreement Effective Date: 10/1/2015

Designation of Service Provider(s): Note: If more than two Service Providers are designated, please complete two versions of Exhibit 1 and provide relevant information for additional Service Providers on such additional Exhibits.

Designated Service Provider
(Person or firm that will receive Service Fee):
Harden & Associates

Designated Service Provider
(Person or firm that will receive Service Fee):

Service Provider Representative Responsible for Customer's Account:
Larry Giusti

Service Provider Representative Responsible for Customer's Account:

Service Provider Address:
501 Riverside Ave, ste 1000 Jacksonville, FL 32202

Service Provider Address:

PLEASE NOTE THAT THE INFORMATION CONTAINED IN THE BOX ABOVE MAY BE CHANGED PERIODICALLY BY UHS AS DIRECTED. ANY OTHER ALTERATIONS TO THE TOP HALF OF THIS FORM MUST BE INITIALED BY THE CUSTOMER TO DOCUMENT CONSENT TO THE CHANGE.

Please check only one of the following Service Fee payment methods and indicate the **TOTAL** rate to be paid.

☒ Percentage of Medical Premium 3.09 % This option is not available for Ohio policies (use PEPM).
(Please be advised that, unlike commissions, the Service Fee is not a component of premium)

☐ Per Employee Per Month (PEPM) \$ 5 00

IF MORE THAN ONE SERVICE PROVIDER IS LISTED ABOVE, PLEASE INDICATE WITH SPECIFICITY HOW THE TOTAL FEE SHOULD BE DIVIDED BETWEEN THE SERVICE PROVIDERS:

☐ Check here if the Designated Service Provider and Service Provider Representative named above are to be designated as the Agent of Record and Writing Agent, respectively, of all of the Customer's non-medical lines of coverage. Checking this box will replace the existing Agent of Record and Writing Agent for those lines of coverage. If more than one Service Provider is designated above, please indicate with specificity which, if any, non-medical lines of coverage should have changes to the currently designated Agent of Record:

Signature (Authorized Representative of Customer):

Name (Printed) Joe Cernity Title City Manager Phone 904-310-3101

For Internal Use Only (To be Completed By United HealthCare Services, Inc.)

UNET / BASICs Platform: *Please use "All" or list policies / state(s) covered by this specific agreement.

Payee / Producer ID:

Policy #: *

WA CRID:

Base / Situs State:

Customer #:

Agreement State*:

Oxford / Pulse Platform:

Payee Code:

Group #:

WA Code:

Base / Situs State:

FACETs Platform (RV/NHP):

Payee CRID:

Base / Situs State:

Arrangement ID*:

Agreement State:

West Coast / Nice Platform: (Requests for multiple payees and the amount to be paid to each should be listed out and attached)

Payee ID #

Payee Name

Writing Agent ID#

Writing Agent Name

All Group #s Covered by Agreement*:

ATTEST:

By: Caroline Best

Printed Name: Caroline Best

Title: City Clerk

*Please circle the group# that the service fee will be

APPROVED AS TO FORM AND LEGALITY:
CITY ATTORNEY

in short-term instruments shortly after deposit into this account (typically once per day) which can earn interest income at market rates. By way of example only, the applicable second quarter, 2013 market interest rates were 0.23% in April, 0.22% in May, and 0.20% in June, which is fairly standard for market rates. With relation to utilization for such short-term investments, Service Fees are generally treated like all other funds collected by UHS in the normal course of business so long as in UHS's possession. Service Fees are in UHS's possession for a period of approximately 30 to 60 days under normal circumstances prior to being forwarded to the Service Provider as discussed elsewhere in this Agreement. The payer of any interest received by UHS on Service Fees as the result of such short-term investment activity will be the sponsor of the relevant investment vehicle. UHS retains interest earned on the Service Fees while in its possession as consideration for UHS's services under this Agreement.

- D. Service Provider acknowledges that UHS has no obligations to Service Provider to collect amounts owed to it by Customer other than those expressly set forth in this Agreement.
- E. This Agreement represents the entire understanding and agreement between the parties with respect to the subject matter addressed herein and entirely and completely supersedes, voids and replaces all agreements, negotiations, understandings and representations (whether written or oral) in existence between the parties as of the Effective Date and relating to the same subject matter.
- F. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement. A signature by facsimile transmission or other electronic means which allows the identity of the signer to be reasonably confirmed shall be as good and binding as an original signature.

Signatures: Through the signature of their respective authorized representatives, the parties hereby agree to the terms and conditions of this Agreement.

For Customer:

For Service Provider:


 Signature - Authorized Representative of Customer
Joe Berrity
 Printed Name
City Manager
 Title
September 9, 2015
 Date

 Signature

 Printed Name

 SSN/TIN

 Title

 Date

APPROVED AS TO FORM AND LEGALITY:

For UHS:

For Service Provider (if more than one):


 CITY ATTORNEY

 Signature - Authorized Representative

 Printed Name

 Title

 Date

 Signature

 Printed Name

 SSN/TIN

 Title

 Date

ATTEST:

By: Caroline Best
 Printed Name: Caroline Best
 Title: City Clerk
 Date: 9/9/2015

John: Witley

CITY COMMISSION AGENDA ITEM
CITY OF FERNANDINA BEACH

SUBJECT: Resolution 2015-126
Employee Health Benefits and Dental Insurance Coverage – United Health Care & MetLife

DEPARTMENT: Human Resources

ATTACHMENTS: ☐ Ordinance ☒ Resolution
☐ Support Documents ☐ Other

RECOMMENDED ACTION: Approve Resolution 2015-126

SUMMARY: The City of Fernandina Beach wishes to contract with United Health Care for employee health insurance benefits and with MetLife for dental insurance coverage. The contract will be for one-year and will expire on September 30, 2016, and is renewable on October 1, 2016 for one year, at the desire of both parties.

The MetLife dental plans will incur an overall decrease in premiums during the next plan year (10/1/15 to 9/30/16). However, the United Health Care medical insurance plans will incur a 9.8% increase in premiums.

In an effort to keep insurance expenses at a minimum, the City plans to offer three medical plans to employees, UHC PPO OL9-Mod, UHC HMO OKJ-Mod2, and a UHC 5Q1-Mod Health Savings Account (HSA) plan (see Exhibit "A"). Two dental plans will also be offered (see Exhibit "B").

FISCAL IMPACT: Funds for health insurance benefits are allocated in the City budget each fiscal year. The City does not contribute toward the dental premiums.

CITY ATTORNEY COMMENTS: No Additional Comments

DEPARTMENT HEAD	Submitted by: Ashley Metz HR Director	Date: 9/3/15
	Requested Agenda	Date: 9/9/15
FINANCE DEPARTMENT	Approved as to Budget Requirements	Date:
CITY ATTORNEY	Approved as to Form and Legality	Date:
CITY MANAGER	Approved Agenda Item for 9/9/15	Date: 9/3/15

COMMISSION ACTION: ☒ Approved As Recommended ☐ Disapproved
☐ Approved With Modification ☐ Postponed to Time Certain
☐ Other ☐ Tabled

Approved at the City Commission
Special Meeting
Held on 9/9/15
Voted: 5-0 Initial: VB

Group, Voluntary & Worksite Benefits
 Metropolitan Life Insurance Company
 200 Park Avenue
 New York, NY 10166

Statement of Responsibility

MetLife will be responsible to the group policyholder for the performance of its administrative obligations under the group policy, this agreement and any other written agreement between MetLife and the group policyholder. If MetLife uses a third party in connection with any of MetLife's administrative obligations, MetLife will remain responsible to the group policyholder for the performance by the third party of those administrative obligations. The third party will work under the control and direction of MetLife and MetLife will be solely responsible for the acts, errors and omissions of the third party.

The group policyholder will be responsible to MetLife for the performance of its administrative obligations under the group policy, this agreement and any other written agreement between MetLife and the group policyholder. If the group policyholder uses a third party in connection with any of the group policyholder's administrative obligations, the group policyholder will remain responsible to MetLife for the performance by the third party of those administrative obligations. The third party will work under the control and the direction of the group policyholder and the group policyholder will be solely responsible for the acts, errors and omissions of the third party.

To be completed by Policyholder:

Signed at:

Fernandina Berch

(City)

FL

(State)

September 11, 2015

Date (MM/DD/YYYY)

Joe Henry

(Signature of Group Policyholder's Authorized Representative)

Joe Gerrity, City Manager

(Print Name and Title of Authorized Representative)

To be completed by Metropolitan Life Insurance Company:

James W. Reid

James W. Reid

Executive Vice President

Group, Voluntary & Worksite Benefits

8/17/2015

Date (MM/DD/YYYY)

APPROVED AS TO FORM AND LEGALITY:

[Signature]
CITY ATTORNEY

ATTEST:

By: Caroline Best

Printed Name: Caroline Best

Title: City Clerk

SoR (4/15)

Date: 9/14/2015 Group Voluntary & Worksite Benefits



HARDEN

Comparative Analysis for:

City of Fernandina Beach

Revised 07/14/20 to be Effective October 1, 2020

Brokerage/Consulting Services for Risk Management, Commercial Insurance, Employee Welfare, and Benefit Programs

Dental Financial Comparison

DPPO (High)	Total			Alternative 1		Alternative 2
		Current	Renewal	Original PPO	Original PPO	Original PPO
		MetLife		UHC 0P689 CS0	UHC 0P689 CS0	UHC 0P689 CS0
Employee	77	\$28.21	\$32.16	\$28.21	\$28.21	\$28.21
Employee & Spouse	25	\$58.65	\$66.86	\$58.65	\$58.65	\$58.65
Employee & Child(ren)	19	\$69.32	\$79.02	\$69.32	\$69.32	\$69.32
Family	19	\$99.65	\$113.60	\$99.65	\$99.65	\$99.65
Total Month	140	\$6,848.85	\$7,807.60	\$6,848.85	\$6,848.85	\$6,848.85
Total Year		\$82,186	\$93,691	\$82,186	\$82,186	\$82,186
12 Month Difference		\$0	\$11,505	\$0	\$0	\$0
Percentage		0%	14.0%	0.0%	0.0%	0.0%
DHMO (Low)	Total	Current	Renewal	Original DHMO	Alternative DHMO	Alternative Low PPO
		MetLife		UHC D1069	UHC D1068	UHC 13601927 CS1
Employee Only	14	\$12.56	\$12.56	\$12.81	\$16.34	\$16.25
Employee & Spouse	3	\$21.98	\$21.98	\$22.41	\$28.60	\$32.50
Employee & Child(ren)	5	\$26.37	\$26.37	\$27.75	\$35.41	\$39.71
Family	6	\$37.04	\$37.04	\$35.22	\$44.94	\$59.09
Total Month	28	\$595.87	\$595.87	\$596.64	\$761.25	\$878.09
Total Year		\$7,150	\$7,150	\$7,160	\$9,135	\$10,537
12 Month Difference		\$0	\$0	\$9	\$1,985	\$3,387
Percentage		0%	0%	0.1%	28%	47.4%
Total HMO/PPO Year	168	\$89,337	\$100,842	\$89,346	\$91,321	\$92,723
12 Month Difference		\$0	\$11,505	\$9	\$1,985	\$3,387
Percentage		0%	12.88%	0.01%	2.22%	3.79%
Rate Guarantee			1 Year	1 Year	2 Years	2 Years
Minimum Participation			30% (5 lives)	10 Employees	10 Employees	10 Employees

Headcounts from MetLife renewal package.

All rates subject to change based on final enrollment, contribution and underwriting.

HARDEN

PPO Dental

Plan			Current / Renewal		Proposing High Option PPO		Alternative Low Option PPO	
			MetLife		United HealthCare			
Deductible			In	Out	In	Out	In	Out
Class I:	Preventive	Ind/Family	Waived		Waived		Waived	
Class II:	Basic	Ind/Family	\$50 / \$150		\$50 / \$150		\$50 / \$150	
Class III:	Major	Ind/Family						
Class IV: Orthodontic			Not Applicable		Not Applicable		Not Covered	
Co-Insurance								
Class I:	Preventive		100%		100%		100%	
Class II:	Basic		80%		80%		80%	
Class III:	Major		50%		50%		50%	
Class IV: Orthodontic			50% to Age 19		50% to Age 19		Not Covered	
Benefit Maximums								
Benefit Maximum			\$1,500		\$1,500		\$750	
Plan Max Enhancement			None		CMM - Annual Roll-Over		CMM - Annual Roll-Over	
Orthodontic Lifetime Max			\$1,000		\$1,000		Not Covered	
	EEs		Current	Renewal	Proposing			
Employee Only	77		\$28.21	\$32.16	\$28.21		\$16.25	
Employee & Spouse	25		\$58.65	\$66.86	\$58.65		\$32.50	
Employee & Child(ren)	19		\$69.32	\$79.02	\$69.32		\$39.71	
Family	19		\$99.65	\$113.60	\$99.65		\$59.09	
Total Month		140	\$6,849	\$7,808	\$6,849		\$3,941	
Total Year			\$82,186	\$93,691	\$82,186		\$47,291	
12 Month Difference				\$11,505	\$0		(\$34,895)	
Percentage				14%	0%		-42%	
Rate Guarantee			1 Year		2 Years		2 Years	
Minimum Participation			30% (5 lives)		8 employees		2 employees	
Waiting Period for Services			None		None		None	
True Open Enrollment (Y/N)			Yes		Yes		Yes	
Implants Covered (Y/N)			Yes		Yes		No	
Endodontics covered as Basic/Major			Basic		Basic		Major	
Periodontics covered as Basic/Major			Basic		Basic		Major	
% UCR or MAC			MAC		MAC		MAC	

Out of Network Benefits could be subject to balance billing by the provider.

Headcounts from MetLife renewal package.

This is a summary of benefits only and is not intended to be a complete outline of the illustrated plans contractual provisions.

All rates subject to change based on final enrollment, contribution and underwriting.

DHMO / Pre-Paid Dental

Plan	Current / Renewal		Proposing	Alternative
	MetLife		UHC D1069-S800B	UHC D1068-S700B
Benefit Schedule	Member Pays		Member Pays	Member Pays
9430 Office Visit Copay	\$5		\$5	\$0
0274 Bitewings - Four Films	\$0		\$0	\$0
0330 X-Ray/Panoramic Film	\$0		\$50	\$50
1110 Routine Cleaning	\$5		\$20	\$20
2140 Restorative Filing (Silver/1 Surface)	\$12		\$16	\$0
2160 Restorative Filing (Silver/3 Surfaces)	\$23		\$26	\$0
2330 Anterior One Surface	\$12		\$37	\$30
2750 Crown - Porcelain Fused to Metal*	\$290		\$290	\$245
3330 Root Canal - Molar	\$265		\$350	\$245
4210 Gingivectomy - Per Quadrant	\$150		\$182	\$175
5110 Prosthodontics - Complete Upper	\$440		\$502	\$325
5211 Partial Dentures (Upper or Lower / 1 Clasp)	\$405		\$407	\$400
7230 Partial Bony Impaction	\$65		\$107	\$65
7240 Surgical Tooth Extraction (Impacted)	\$135		\$162	\$80
Orthodontics - Routine 24 Mo. Banded	Adult & Child		Adult & Child	Adult & Child
8660 Evaluation	\$35		\$35	\$35
Planning & Records	\$250		\$250	\$250
8070, 8080, or 8090 Treatment (child/adult)	\$2,095		\$2,650 - \$2,875	\$2,200 - \$2,350
Specialist				
25 % Discount or Copay Schedule	Copay		Self Refer: 25% Discount	Self Refer: 25% Discount
Self Referral	No		Solstice Authorization: Copay	Solstice Authorization: Copay
	EEs	Current / Renewal	Proposing	Proposing
Employee Only	14	\$12.56	\$12.81	\$16.34
Employee & Spouse	3	\$21.98	\$22.41	\$28.60
Employee & Child(ren)	5	\$26.37	\$27.75	\$35.41
Family	6	\$37.04	\$35.22	\$44.94
Total Month	28	\$596	\$597	\$761
Total Year		\$7,150	\$7,160	\$9,135
12 Month Difference			\$9.24	\$1,984.56
Percentage			0.1%	27.8%
Rate Guarantee			2 Years	2 Years
Minimum Participation		30% (5 Lives)	2 Employees	2 Employees
Waiting Period for Services		No	No	No
True Open Enrollment (Y/N)		Yes	Yes	Yes

* Does not include cost of materials and laboratory fees

Headcounts from MetLife renewal package.

This is a summary of benefits only and is not intended to be a complete outline of the illustrated plans contractual provisions.

All rates subject to change based on final enrollment, contribution and underwriting.

HARDEN

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2020-106
Budget Amendment - Marina

ITEM TYPE: Resolution (w/o fiscal impact)

REQUESTED ACTION: Consider Resolution 2020-106

SYNOPSIS: According to Code Sec 2-412 and Charter section 74, the City Commission must approve any budget transfers over \$7,500. When the fiscal year 2019/2020 budget was prepared, it was anticipated that the Northern Marina Rebuild Project would be completed early in the fiscal year.

Due to the Marina project timeline, the Administrative Coordinator temporary position has been extended until September 30, 2020.

FISCAL IMPACT: Funds are available for this transfer.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2020-106.

Dale L. Martin, City Manager 7/23/2020

Pauline Testagrose, Comptroller 7/27/2020

Tammi E. Bach, City Attorney 7/28/2020

Katie Newton, Legal Assistant 7/28/2020

Date: July 09, 2020

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION: Adopt

RESOLUTION 2020-

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

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

WHEREAS, when the fiscal year 2019/2020 budget was prepared, it was anticipated that the Northern Marina Rebuild Project would be completed early in the fiscal year; and

WHEREAS, due to the project timeline, the Administrative Coordinator temporary position has been extended until September 30, 2020; and

WHEREAS, staff recommends a budget transfer of \$8,185 from the Marina Building account, 480 56200, to the Marina Seasonal/Temporary account, 480 51300 (\$7,120), and Marina FICA account, 480 52100 (\$1,065).

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

SECTION 1. The City Commission hereby approves a budget transfer of \$8,185 from the Marina Building account, 480 56200, to the Marina Seasonal/Temporary account, 480 51300 (\$7,120), and Marina FICA account, 480 52100 (\$1,065).

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

ADOPTED 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

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Resolution 2020-107
Litigation Authorization - Ocean, Highway and Port Authority (OHPA)

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2020-107

SYNOPSIS: The public mediation on July 15, 2020, resulted in an impasse and the City Commission directed the City Attorney to proceed with a lawsuit. This Resolution fulfills the Charter requirement that the City Commission authorizes the City Attorney to pursue this court action.

FISCAL IMPACT: Funds are available in the Legal/Contractual account, 0011400 54934.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2020-107.

Tammi E. Bach, City Attorney	7/21/2020
Nicole Bednar, Administrative Services Manager	7/21/2020
Dale L. Martin, City Manager	7/23/2020
Pauline Testagrose, Comptroller	7/27/2020
Katie Newton, Legal Assistant	7/27/2020

Katie A. Newton

Date: July 15, 2020

Submitted By: Katie Newton, Legal Assistant

COMMISSION ACTION: Adopt

RESOLUTION 2020-

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AUTHORIZING THE CITY ATTORNEY TO PROCEED WITH FILING A LAWSUIT AGAINST THE OCEAN, HIGHWAY AND PORT AUTHORITY ("OHPA") IN CIRCUIT COURT FOR FAILURE TO PAY ANNUAL PAYMENT IN LIEU OF TAXES "PILOT" PAYMENTS DUE TO THE CITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 31 of the City Charter requires that the City Commission, by Resolution, authorize the City Attorney to file any lawsuit; and

WHEREAS, the City and OHPA participated in the Ch. 164, Florida Statutes dispute resolution process regarding OHPA's failure to pay the City the annual "payment in lieu of taxes" (PILOT), up to and including mediation which resulted in impasse on July 15, 2020.

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

SECTION 1. The City Commission hereby authorizes the City Attorney to file a lawsuit against OHPA for their failure to pay annual PILOT payments.

SECTION 2. This Resolution shall take effect immediately upon passage.

ADOPTED this 4th day of August, 2020.

CITY OF FERNANDINA BEACH

John A. Miller
Commissioner - Mayor

ATTEST:

APPROVED AS TO FORM AND LEGALITY:



Caroline Best
City Clerk

Tammi E. Bach
City Attorney

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2020-108
Sole Source Vendor Approval - Marina Utilities, Inc.

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2020-108

SYNOPSIS: Marina Utilities, Inc. has provided a proposal in the amount of \$13,575.05 to furnish and install northern Dock N2 with fire line connection and to furnish and install Dock N3 with rerouted power source, thereby allowing for one centralized marina power shut-off point at the Shrimp Museum.

This project was not included in the FY 2019/2020 budget. The City has purchased these same goods/services as a sole source vendor for the Northern Attenuator fire line and electric connection.

Staff requests City Commission approval of Marina Utilities, Inc. as a sole source vendor in FY 2019/2020. Marina Utilities was the contractor to install the substation on Dock S2 and connection points located at Brett's that will supply the power for Dock N3, Marina Utilities has the knowledge of existing systems to achieve this work quickly and safely.

In conjunction with this electric work, Marine Utilities will supply and install the fire line connection for Dock N2. Marine Utilities is specifically qualified for this tie in as they have extensive knowledge of the existing under dock conduits and fuel lines, assuring that no accidental or misplaced connections occur.

FISCAL IMPACT: Funding is available in Marina Improvements account, 480 56300, in FY 2019/2020 (Project #20045).

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2020-108.

Dale L. Martin, City Manager 7/23/2020

Pauline Testagrose, Comptroller 7/27/2020

Tammi E. Bach, City Attorney 7/28/2020

Date: July 21, 2020

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION: Adopt

RESOLUTION 2020-108

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING MARINA UTILITIES, INC. AS THE SOLE SOURCE VENDOR TO PROVIDE THE NEW POWER SOURCE FOR DOCK N3 AND PROVIDE A FIRE LINE FOR DOCK N2 IN AN AMOUNT NOT TO EXCEED \$13,576; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, staff has determined a N2 fire line and N3 electrical lines should be furnished and installed. Marina Utilities, Inc. has provided a proposal in the amount of \$13,575.05 to furnish and install the Northern Dock N3 with a new power source originating from Dock S2 and furnish and install Northern Dock N2 with a new fire line connection; and

WHEREAS, on January 21, 2020, the City Commission approved Marina Utilities, Inc. as a sole source vendor (Resolution 2020-16) in an amount not to exceed \$289,950 for furnishing and installing the northern attenuator electrical, water, and fire prevention utilities in addition to finalizing the installation of the fueling system; and

WHEREAS, since Marina Utilities, Inc. has been approved as a sole source vendor for an amount exceeding the sole source limit of \$20,000, City Commission approval is required for further sole source expenses; and

WHEREAS, Marina Utilities, Inc. was the main contractor responsible for the installation of all utilities for the southern basin from which the N3 electrical service will connect and Marine Utilities has the extensive knowledge of existing under dock conduits, fuel lines, etc. ensuring that there are no misplaced or accidental connections; and

WHEREAS, staff requests City Commission approval of Marina Utilities, Inc. as a sole source vendor in FY 2019/2020; and

WHEREAS, funding is available in Marina Improvements account, 480 56300, in FY 2019/2020 (Project #20045).

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

SECTION 1. The City Commission hereby approves Marina Utilities, Inc. as a sole source vendor and accepts the proposal, attached hereto as Exhibit "A," submitted by Marina Utilities, Inc. in an amount not to exceed \$13,576 for furnishing and installing a new electrical power source and fire line.

SECTION 2. The City Manager and City Clerk are hereby authorized to execute an agreement with Marina Utilities, Inc.

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

ADOPTED this 4th day of August, 2020.

ATTEST:

CITY OF FERNANDINA BEACH

Caroline Best
City Clerk

John A. Miller
Mayor – Commissioner

APPROVED AS TO FORM & LEGALITY:



Tammi E. Bach
City Attorney

Marina Utilities, Inc

10951 Harmony Park Drive
Unit 4
Bonita Springs, FL 34135

**Resolution 2020-108
Exhibit "A"
Proposal**

Date 7/20/2020
Estimate # 237-R2

Name / Address

Fernandina Harbor Marina
1 Front Street
Fernandina Beach, FL 32304

Description	Qty	U/M	Rate	Total
Repair Fire Line on North Dock				
Materials			3,844.76	3,844.76
Labor			5,850.00	5,850.00
Provide Power to Small Dock on North Side of Marina				
Materials			1,580.29	1,580.29
Labor			1,300.00	1,300.00
Trip Charge			1,000.00	1,000.00

Phone # 239-405-8877 accounting@marinautilities.com
Fax # 239-405-8878 www.MarinaUtilities.com

Approved By _____
Printed Name _____
Date _____

Subtotal	\$13,575.05
Sales Tax (6.5%)	\$0.00
Total	\$13,575.05

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2020-109
Sole Source Vendor Approval - Champion Turf, LLC

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2020-109

SYNOPSIS: Champion Turf, LLC is the sole grower and provider of CHAMPION Dwarf Bermudagrass which is the type of Bermuda grass used on the South and West courses.

Section E.6 of the Purchasing Policy requires that accumulated purchases from a sole source vendor may not exceed \$20,000 per year. Any purchases that exceed \$20,000 require approval by the City Commission.

Funds in the amount of \$495,000 were budgeted for the renovation of the Golf Course. Staff requests City Commission approval of the purchase of CHAMPION Dwarf Bermudagrass for the renovation of the North Course greens and practice area in an amount not to exceed \$25,000 from Champion Turf, LLC via a sole source authorization.

This Resolution approves Champion Turf, LLC as a sole source vendor in an amount not to exceed \$25,000.

FISCAL IMPACT: Funds are available in Golf Improvements account, 410 56300 in FY 2019/2020.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2020-109.

Steve Murphy, General Manager 7/21/2020

Dale L. Martin, City Manager 7/23/2020

Pauline Testagrose, Comptroller 7/27/2020

Tammi E. Bach, City Attorney 7/28/2020

Date: July 21, 2020

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION: Adopt

RESOLUTION 2020-109

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING CHAMPION TURF, LLC AS A SOLE SOURCE VENDOR IN FISCAL YEAR 2019/2020; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, section E.6 of the Purchasing Policy requires that accumulated purchases from a sole source vendor may not exceed \$20,000 per year. Any purchases that exceed \$20,000 require approval by the City Commission; and

WHEREAS, funds in the amount of \$495,000 were budgeted for the renovation of the Golf Course. Staff requests City Commission approval of the purchase of CHAMPION Dwarf Bermudagrass for the renovation of the North Course greens and practice area in an amount not to exceed \$25,000 from Champion Turf, LLC via a sole source authorization; and

WHEREAS, CHAMPION Dwarf Bermudagrass is only available through Champion Turf, LLC; it is the same type of turf that is already in use on the South and West courses; and

WHEREAS, funds are available in Golf Improvements account, 410 56300, in FY 2019/2020.

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

SECTION 1. The City Commission hereby approves Champion Turf LLC as a sole source vendor in FY 2019/2020 for the purchase and installation of CHAMPION Dwarf Bermuda grass, as detailed in Exhibit "A," in an amount not to exceed \$25,000.

SECTION 2. The City Manager and City Clerk are hereby authorized to execute all documentation, upon review and approval by the City Attorney.

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

ADOPTED this 4th day of August, 2020.

CITY OF FERNANDINA BEACH

John A. Miller
Commissioner – Mayor

ATTEST:

Caroline Best
City Clerk

APPROVED AS TO FORM & LEGALITY:



Tammi E. Bach
City Attorney

CHAMPION

TURF, LLC

Champion Turf LLC
3814 Sunrise Blvd
Ft. Pierce, FL. 34982

No-Till PLANTING CONTRACT

This agreement is dated this Thirteenth Day of May 2020 between CHAMPION TURF, LLC, (hereafter called "CT") and Fernandina Beach Golf Club (hereafter called "Owner").

ARTICLE I - WORK

CT to provide supervision, equipment, plant material, and technical skills to plant the greens of the Champions Gate Golf Club. CT to provide guidance and technical assistance to owner in preparing the greens for planting using the No-Till Greens Renovation™ technique.

ARTICLE II - CONDITIONS

1. Owner to be responsible for properly preparing the greens to be planted using the No-Till Greens Renovation™ technique. Instruction and guidance on the procedures to follow for this preparation shall be provided by CT. CT shall provide specific instructions and procedures for the golf course superintendent to follow in preparing the greens. CT shall provide trained personnel to inspect the preparation prior to planting the greens.
2. Owner to be responsible for eradication of the existing turf on the greens. Whenever feasible, it is recommended that eradication be accomplished with multiple applications and/or methods in addition to glyphosate application, such as soil fumigation. Both parties acknowledge that there is no known chemical plant eradication method that can reasonably be expected to accomplish 100% eradication, and that the only means of assuring complete eradication is to follow up with careful searching and spot-spraying or physical removal of any unwanted plants which have escaped the chemical eradication process.
4. Owner to be responsible for thoroughly checking and operating all irrigation systems beforehand to ensure dependable performance during the planting and grow-in period.
5. Owner to be responsible for monitoring irrigation of planted areas.
6. CT will be responsible for providing instruction and guidance in carrying out the proper irrigation and care of newly planted grass.

ARTICLE III - PERFORMANCE

The greens, and nursery greens shall be sprig-planted at the rate of 35 industry-standard bushels* per 1,000 sq. ft. using CHAMPION Dwarf Bermudagrass sprigs. CT personnel shall broadcast the sprigs by hand over the areas to be planted as designated by Owner. Greens will then be top-dressed by Owner using their top-dressing equipment and sand.

CT shall provide an experienced representative on-site during the installation in order to provide guidance to owner's personnel during the day of planting. CT representative will provide guidance in best management practices to be applied during the establishment phase of the renovation process. CT representative will return at approximately the time of the conclusion of the establishment phase in order to provide further guidance in best management practices for daily maintenance.

* CHAMPION Dwarf Bermudagrass sprigs will be tightly-packed into burlap bags which measure approximately 2' x 3'. The quantity of sprigs inside these bags is defined as approximately seven industry-standard bushels.

ARTICLE IV - GUARANTEE

Work

All work shall be performed in an expedient and workman-like manner. All grass to be fresh, healthy, viable sprigs suitable for planting. Refrigerated transport shall be used when necessary to maintain viability of sprigs transported over great distances.

Establishment

The successful transplanting of grass sprigs is greatly dependent upon the frequency and amount of water provided to the sprigs in the first few days after planting. Depending upon the temperature, grass sprigs exposed to direct sunlight may lose viability in a matter of hours. It is therefore critical that the recommended watering practices are followed. If any areas are not established satisfactorily 20 days after planting, more sprigs will be provided at no cost to Owner.

Genetic Purity

Champion Turf Farms guarantees the genetic purity of the Champion planting stock used to plant the greens for a period of five years from the date of planting. If during that time, Owner determines that the greens require replanting due to the presence of foreign grasses which were introduced as a part of the Champion planting stock, Champion Turf Farms agrees to eradicate the grass on the greens and replant with new Champion planting stock at no cost to Owner. This warranty does not cover contamination by grasses found growing on-site or which were not completely eradicated in the conversion process. This warranty is limited to replacement of the turf on the putting surfaces and does not cover any other costs or expenses incurred, including lost revenues.

ARTICLE V – COVENANTS

By entering into this contract, CT agrees to be bound to the following:

1. **Planting stock** – CT agrees to hold in reserve adequate planting stock for use in performing work as described in Article III.
2. **Inspection** - Owner may at any time make a visit to the production nurseries in order to inspect the planting stock which has been designated for owner's use.
3. **Planting Date** – CT agrees to make every effort to perform the work at the scheduled time as agreed to with Owner. Owner agrees to make every effort to have greens prepared as agreed to with CT. Because of the nature of the work to be performed, weather can cause delays and require changes in the schedule. Both Owner and CT acknowledge this possibility and agree to hold each other harmless in the event of a delay or change in schedule caused by weather or Acts of God.

ARTICLE VI - COST

Cost will be \$.59 per square foot based on an estimated 37,566 sq./ft. Freight \$2500.00

TOTAL - \$24,663.94

ARTICLE VII - PAYMENT

Payment shall be due at time of planting.

CHAMPION TURF, LLC
3814 Sunrise Blvd.
Ft. Pierce, FL. 34982

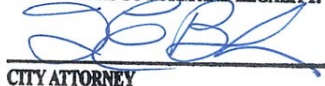
Fernandina Beach Golf Club
2800 Bill Melton Rd
Fernandina Beach, Fl. 32034

By: _____

By: _____

Paul Housewright - Manager

APPROVED AS TO FORM AND LEGALITY:



CITY ATTORNEY

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2020-110
Change Order Approval - DL Holland Contractors

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2020-110

SYNOPSIS: Initial estimates for drainage fill for the golf course driving range were based on limited topographic geotechnical information. Three written quotes were provided based on the cost associated with the initial estimate. DL Holland Contractors submitted the lowest bid.

Equipment was rented and City personnel began work with fill dirt being delivered. Based on the conditions when the initial quantity of fill was placed, it was determined that more material was needed to properly correct the drainage issues. Since equipment and personnel were onsite, and the exact quantity of material needed was not clear, it was decided to continue importing fill dirt supplied by the low bidder on the initial purchase. Pausing the project and demobilizing equipment would likely have resulted in the same vendor and pricing, with significant time lost and additional expenses incurred.

DL Holland has submitted a Change Order in the amount of \$26,040.60 for the extra fill dirt needed to complete this project.

FISCAL IMPACT: Funds are budgeted for this project in Golf Course Improvements account, 410 56300.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2020-110.

Andre Desilet, Stormwater Manager	7/17/2020
Nicole Bednar, Administrative Services Manager	7/23/2020
Dale L. Martin, City Manager	7/23/2020
Pauline Testagrose, Comptroller	7/27/2020
Tammi E. Bach, City Attorney	7/28/2020

Date: July 16, 2020

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION: Adopt

RESOLUTION 2020-110

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING A CHANGE ORDER WITH DL HOLLAND CONTRACTORS FOR ADDITIONAL FILL DIRT; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in accordance with the City Purchasing Policies and Procedures, three written quotes were provided for fill material for the Municipal Golf Course driving range drainage project; and

WHEREAS, based on the cost associated with the initial estimate, and the low bidder, DL Holland Contractors, was selected on May 18, 2020, and the City issued Purchase Order #20000160 to DL Holland Contractors in the amount of \$19,499.40; and

WHEREAS, initial estimates for drainage fill for the golf course driving range were based on limited topographic and geotechnical information. Site conditions once work began required additional fill material to be imported to properly address drainage issues; and

WHEREAS, due to the mobilization of personnel and rented equipment, the advertisement for bid of the additional necessary fill material was determined to be cost prohibitive; and

WHEREAS, since equipment and personnel were on site and the exact quantity of material needed was not clear, it was decided to continue importing fill dirt supplied by the low bidder on the initial purchase; and

WHEREAS, staff recommends approval of the change order for additional fill dirt in the amount of \$26,040.60; and

WHEREAS, funds are budgeted for this project in the Golf Course Improvements account, 410 56300.

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

SECTION 1. The City Commission hereby approves a Change Order from DL Holland Contractors in the amount by \$26,040.60 for additional fill dirt needed for the Top Tracer Project at the Fernandina Beach Golf Course.

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

ADOPTED this 4th day of August, 2020.

ATTEST:

CITY OF FERNANDINA BEACH

Caroline Best
City Clerk

John A. Miller
Commissioner-Mayor

APPROVED AS TO FORM AND LEGALITY:

A handwritten signature in blue ink, appearing to read 'TEB', is positioned above a horizontal line.

Tammi E. Bach
City Attorney



DL Holland Contractors
1401 Park Ave, STE C
FERNANDINA BCH, FL 32034 US
Accounting@hollandcontractors.net

Estimate

ADDRESS

City of Fernandina bch

SHIP TOGolf Course
lift 2**ESTIMATE #** 2064**DATE** 07/16/2020

ACTIVITY	QTY	RATE	AMOUNT
Fill Fill (Dirt) 2516CY	2,516	10.35	26,040.60

Thank you for the opportunity to bid this job

TOTAL**\$26,040.60**

Accepted By

Accepted Date



City of Fernandina Beach

REQUEST FOR QUOTE
204 ASH STREET
FERNANDINA BEACH, FL 32034

Phone#:

5/15/2020	asap	Delivered/Destination	85-8012740105C-3	State of Florida Prompt Payment Act
QUOTE FOR				
Describe Product or Service				
FILL DIRT FOR TOP TRACER @ GOLF COURSE				
DL HOLLAND		FILL DIRT GOLF COURSE TOP TRACER	\$	10,350.00
MTS		FILL DIRT GOLF COURSE TOP TRACER	\$	12,896.00
PRITCHETT TRUCKING		FILL DIRT GOLF COURSE TOP TRACER	\$	59,321.00
			\$	
			\$	

Do you have a minimum order quantity?

Are there any other fees? _____

DL HOLLAND

1401 PARK AVE, STE C
FERNANDINA BEACH FLORIDA 32034

FAX OR EMAIL RESPONSES BY _____, 2011
CITY OF FERNANDINA BEACH
COFB CONTACT NAME: _____
COFB CONTACT PHONE: _____ FAX: _____
COFB CONTACT EMAIL: _____

Quoted pricing must be good for a minimum of 30 days. No backorders allowed.
By agreeing to do business with the City you also agree to the Terms and Conditions found on the City website, www.fbfl.us, Bids and Purchasing web link. Please download a copy for your records.



DL Holland Contractors
1401 Park Ave, STE C
FERNANDINA BCH, FL 32034 US
Accounting@hollandcontractors.net

Estimate

ADDRESS

City of Fernandina bch

SHIP TO

North 15th

ESTIMATE # 2051

DATE 05/01/2020

ACTIVITY	QTY	RATE	AMOUNT
Fill	1,000	10.35	10,350.00
Fill (Dirt) This is for 1000 CY yards @ \$10.35 per cubic yard delivered			

Thank you for the opportunity to bid this job

TOTAL

\$10,350.00

Accepted By

Accepted Date



May 11,2020

City of Fernandina Beach

Attention: Andre Desilet

Email: adesilet@fbfl.org

Phone: (904)310-3431

Re: Storm water Director

Note:

**-62 load estimated for
1000 cy fill**

-62 loads @ 208 = \$12,896

MTS to supply 62 loads of fill dirt to 2800 Bill Melton Road.

The price per load is \$208.00

Sincerely,

A handwritten signature in black ink, consisting of the letters "TM" in a stylized, cursive-like font.

Myers Tractor Service, Inc

Accepted by: _____

Date: _____

Pritchett Trucking, Inc.
1050 SE 6th Street / PO BOX 311
Lake Butler, FL 32054

Page 1 of 1
Generated on: 05/08/2020 10:15

Rate Quote

Quote #: Q0000249
Customer/Invoice to: CITY OF FERNANDINA BEACH*
Contact: MAIN
Phone: (904) 310-3420
Email:

Group:
Prepared by: Betty Elixson

Effective: 05/08/2020
Expires: 06/07/2020

Trailer type: Dump Trailer (DAT)
Commodity:

Stop Information

Pickup	Name: EDGAR MINERALS	Contact:
	Address:	Phone:
	City, St: HAWTHORNE FL	
	Est date: 05/08/2020	
Job	Name: CITY OF FERNANDINA BEACH	Contact:
	Address: 2800 BILL MELTON ROAD	Phone:
	City, St: FERNANDINA BEACH FL 32034	
	Est date: 05/31/2020	

Quote Total: **\$43.40**

Summary of Charges

Rate Method	Units	Rate	Freight Charge
Tons	1.0	11.55	\$11.55
F16 FUEL SURCHARGE	11.5500	16.0000	\$1.85
SFW Sand Filter Wellpoint Wet	1.0000	30.0000	\$30.00

Additional Notes:

Fuel Surcharge based on weekly fuel matrix unless otherwise noted. Tax on Material not included but applicable. All Material is billed through GP Materials. Payment terms net 30. Quote valid for 30 days.

Customer Name: _____

Customer Signature: _____

Note:

-material is 1.37 tons/ cy
-1000 cy x 1.37 tons/ cy = 1,370 tons
-1,370 tons @ \$43.40/ ton = \$59,321

895

Barbara French

From: Andre Desilet
Sent: Friday, May 15, 2020 1:19 PM
To: Barbara French
Cc: Susan Filipkowski
Subject: RE: REQUISITION

That breakdown is correct.

Thanks,

Andre Desilet
Stormwater Director
City of Fernandina Beach
1181 S 5th Street
Fernandina Beach, FL 32034
(904) 310-3431 | adesilet@fbfl.org
www.fbfl.us



If this email is related to the Board, Committee or Commission that you serve on, please DO NOT REPLY TO ALL.

Disclaimer: According to Florida Public Records Law, email correspondence to and from the City of Fernandina Beach, including email addresses and other personal information, is public record and must be made available to the public and media upon request, unless otherwise exempted by the Public Records Law. If you do not want your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

From: Barbara French <bfrench@fbfl.org>
Sent: Friday, May 15, 2020 12:40 PM
To: Andre Desilet <adesilet@fbfl.org>
Cc: Susan Filipkowski <sfilipkowski@fbfl.org>
Subject: FW: REQUISITION

Andre, trying to make sure we are comparing apples to apples. Golf quote sheet attached is this correct? And are you buying from DL holland Contractors?

Barbara French
Accounting Clerk AP
City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034
(904) 310-3329 | bfrench@fbfl.org
www.fbfl.us



If this email is related to the Board, Committee or Commission that you serve on, please DO NOT REPLY TO ALL.

Disclaimer: According to Florida Public Records Law, email correspondence to and from the City of Fernandina Beach, including email addresses and other personal information, is public record and must be made available to the public and media upon request, unless otherwise exempted by the Public Records Law. If you do not want your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

From: Susan Filipkowski <sfilipkowski@fbfl.org>
Sent: Friday, May 15, 2020 11:26 AM

To: Barbara French <bfrench@fbfl.org>

Subject: REQUISITION

Can you please enter a requisition for Golf Course. Project 20036 Toptracer.

Thank you

Reso 2020-23



Purchase Order

Fiscal Year 2020

Page: 1 of: 1

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City of Fernandina Beach
204 ASH STREET
FERNANDINA BEACH, FL 32034

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DL HOLLAND CONTRACTING LLC
1401 PARK AVE STE C
FERNANDINA BEACH, FL 32034

S
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GOLF COURSE
2800 BILL MELTON ROAD
FERNANDINA BEACH, FL 32034

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS	
Purchase Order #	20000160

Delivery must be made within doors of
specified destination.

Vendor Phone Number		Vendor Fax Number		Requisition Number		Delivery Reference			
				20312					
Date Ordered		Vendor Number		Date Required		Freight Method/Terms		Department/Location	
05/18/2020		895						GOLF	
Item#	Description/Part No					QTY	UOM	Unit Price	Extended Price
	The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading								
	Reso 2020-23 Golf Course Field								
1	MODIFIED: Reso 2020-23 Golf Course Field Dirt for Top Tracer Project #20036					1.0	EACH	\$19,499.40	\$19,499.40
	***** GL SUMMARY *****								
	410 - 56300							\$19,499.40	

By:
Comptroller

VENDOR COPY

Total Ex. Price	\$19,499.40
PO Total	\$19,499.40

1. **ENTIRE AGREEMENT** - The terms, specifications and drawings included in this order when duly executed constitute the entire agreement between the parties, unless otherwise stated on the face of the order. No modification or waiver of terms of the agreement shall be binding unless in writing, signed by the City Manager and confirmed by a representative of the Contractor/Vendor/Seller. This agreement shall be interpreted in accordance with the laws of the State of Florida.
2. **DELIVERIES** - In the event of failure to deliver material of the quality or within the time specified, City may cancel the order and buy elsewhere. Failure of City to exercise this option with respect to any installment shall not be deemed a waiver with respect to future installments, if any.
3. **INSPECTIONS** - Materials shall be received subject to City's right to inspect and test all materials at destination before acceptance. Contractor/Vendor/Seller shall pay transportation costs and the cost of inspecting and testing of materials which are rejected by City.
4. **ACCEPTANCE** - Payment for the goods or services covered by this order shall not constitute acceptance thereof. Shipment of any part of this order or start of work, if providing services, without written acceptance constitutes Contractor/Vendor/Seller's acceptance of this order and its condition.
5. **CONTINGENCIES** - Neither party shall be liable for delays or defaults due to acts of God, government authority or public enemy, war, fires, floods, epidemics, strikes, labor troubles, freight embargoes or contingencies reasonably beyond its control. The party so affected, upon prompt written notice to the other party, shall be excused from making or taking deliveries or goods and/or services hereunder to the extent of such prevention or restriction. At City's option, deliveries so omitted shall be made on notice thereof to the Contractor/Vendor/Seller, upon cessation of such contingency, even though such might have been operative at the date of this order.
6. **GOVERNMENT REGULATIONS** - Contractor/Vendor/Seller warrants that all applicable laws and regulations of government authority, covering the production, sale and delivery of the materials and performance of services specified herein, have been complied with and shall indemnify and save City harmless from and against any liability or loss resulting from Contractor/Vendor/Seller's failure to do so.
7. **TAXES** - The City is exempt from Federal Taxes on transportation charges and any Federal Excise Tax. If you prepay transportation charges, do not pay tax as the county or city will not reimburse you for the taxes paid. The City also is exempt from State Sales Tax.
8. **WARRANTIES** - In addition to all warranties, established by statute or common law, or set forth elsewhere in this order, Contractor/Vendor/Seller expressly warrants that all material or services covered herein shall conform to all specifications, drawings, samples, and descriptions furnished or adopted by City and shall be of best quality and fit and sufficient for the purpose for which purchased. If specified hereon, merchantable, of good material and workmanship and free from all patent and latent defects. City's failure to give notice to Contractor/Vendor/Seller of any breach of warranty shall not discharge Contractor/Vendor/Seller of any breach of warranty and shall not discharge Contractor/Vendor/Seller's liability therefor. Without limiting the generality of any of the foregoing, Contractor/Vendor/Seller agrees to be responsible for all defects in design, workmanship and materials which may become apparent within twelve months of receipt by City.
9. **PATENTS** - Contractor/Vendor/Seller shall protect and indemnify City against all claims, judgments and expenses arising from infringement or alleged infringement of any third party's patent, copyright or other intellectual property rights by any of the goods delivered hereunder. Contractor/Vendor/Seller shall defend or settle at its own expense any proceeding brought against City for such infringements provided Contractor/Vendor/Seller is notified promptly of the commencement of such proceedings and is given authority, information and assistance by the City for the defense or settlement thereof.
10. **INSTALLATION** - If this order required the services of experts or employees on City's premises, such experts or employees shall not thereby be deemed to be the agents or employees of City. Such parties shall be subject to City's safety rules and fire regulations. Contractor/Vendor/Seller assumes full responsibility for their acts and omissions and agrees to save Buyer harmless from any claims arising therefrom and to accept exclusive liability for payroll and other taxes imposed upon the employer by law. Contractor/Vendor/Seller will undertake to keep the materials and premises involved free from any lien whatsoever for materials and labor incident to the performance of personality for a lump sum amount. Contractor/Vendor/Seller agrees to furnish an analysis thereof as Buyer may reasonably require for accounting purposes. Contractor/Vendor/Seller agrees to furnish an analysis thereof as City may reasonably require for accounting purposes. Contractor/Vendor/Seller shall be solely responsible for materials furnished by Buyer on other than a charge basis in connection with this order.
11. **NON-DISCLOSURE** - Without prior written consent of the City in each instance, Contractor/Vendor/Seller shall not reveal to a third party the details, characteristics or any information on materials made to the special order of City or use reproductions thereof in any promotional media or reveal that City is purchasing the materials ordered hereunder.
12. **ASSIGNMENT** - Contractor/Vendor/Seller shall not assign this order or any part thereof without written consent of the City. Such consent will not relieve Contractor/Vendor/Seller from its obligations and liabilities hereunder.
13. **CHANGES** - City reserves right to change specifications and delivery dates. Any resultant contract differences shall be equitably adjusted in writing.
14. **OCCUPATION SAFETY AND HEALTH ACT** - Contractor/Vendor/Seller certifies that all material, equipment, etc. supplied under terms of the Purchase Order meets all O.S.H.A. requirements. Contractor/Vendor/Seller further certifies that, if the material, equipment, etc. delivered is subsequently found to be deficient in accordance with any O.S.H.A. requirement in effect on date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with the O.S.H.A. requirements shall be borne by the Contractor/Vendor/Seller.
15. **INDEMNIFICATION** - The parties recognize that Contractor/Vendor/Seller is an independent contractor. Contractor/Vendor/Seller 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/Seller, its officers, employees, subcontractors, agents, and representatives. Contractor/Vendor/Seller'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/Seller against the City and Contractor/Vendor/Seller hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall not be limited by the amount of any insurance required to be obtained or maintained by Contractor/Vendor/Seller. In addition, Contractor/Vendor/Seller agrees to assume liability for and indemnify, hold harmless and defend the City, its mayor, commissioners, officers, employees, attorneys, agents and representatives of, from, and against all liability and expense, including reasonable attorneys' fees, in connection with any and all claims, including claims for injunctive or equitable relief, and damages whatsoever for personal injuries or property damage, including loss of use, arising out of Contractor/Vendor/Seller's violation or alleged violation of any third party's trade secrets, proprietary information, trademark, copyright, or patent rights in connection with Contractor/Vendor/Seller's licensing of any software, hardware, uploads or downloads delivered to the City pursuant to this Purchase Order and/or arising out of the negligent or deliberate act or omission of Contractor/Vendor/Seller, its officers, employees, volunteers, representatives or agents. 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.
16. **INSURANCE** - If required by the City, Contractor/Vendor/Seller shall procure and maintain worker's compensation insurance and commercial general liability insurance satisfactory to the City, with liability limits of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury and property damage liability, with a certificate of insurance to be furnished to the City naming the City as an additional insured and the supporting Endorsement page included. It is understood and agreed that the coverage afforded by Contractor/Vendor/Seller commercial general liability insurance also applies to City as an additional insured. Such policy shall provide that cancellation or changes to such insurance shall not occur without at least thirty (30) days prior written notice to the City. This requirement for proof of insurance may be modified only through approval of the applicable Department Director and the City Attorney.
17. **PURCHASE ORDER NUMBER** - Purchase Order Number must appear on all packages, packing slips, invoices and all correspondence relating to the Order. City will not be responsible for goods delivered without Purchase Order Number.
18. **INVOICING** - Invoice(s) must be submitted in duplicate to billing address indicated on face of Purchase Order. Invoice must state Purchase Order Number, unit price(s), extension(s), total, and SHIP TO ADDRESS.
19. **PRICES** - Prices are F.O.B. destination unless otherwise specified and agreed to by the City.
20. **PAYMENT** - Payment due hereunder shall be made by the City to Contractor/Vendor/Seller in accordance with the Florida Local Government Prompt Payment Act.
21. **DISCOUNTS** - Delay in receiving an invoice, invoicing for materials shipped ahead of specified schedule, or invoices rendered with errors or omissions will be considered just cause for City to withhold payment without losing discount privileges. Discount privilege will apply from date of scheduled delivery, the date of receipt of goods, or the date of approved invoice, whichever is later.
22. **ACCEPTANCE - ENTIRE AGREEMENT** - Acceptance of this Purchase Order will be unqualified, unconditional, and subject to and expressly limited by the Terms and Conditions hereon. City and the Contractor/Vendor/Seller shall not be bound by additional provisions or provisions at variance herewith that may appear in the Contractor/Vendor/Seller's quotation, acknowledgment in force, or any other communication from Contractor/Vendor/Seller to City unless such provision is expressly agreed to and confirmed in writing.
23. **VARIATION IN QUANTITY** - City assumes no liability for material produced, processed or shipped in excess of the amount specified herein.
24. **SEVERABILITY** - If any section, subsection, sentence, clause, phrase, or portion of this contract is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portion thereof.
25. **CAPTIONS** - Captions have been provided for the benefit of the parties, and for reference only, and are not deemed to be a part of the agreement created.
26. **MATERIAL SAFETY DATA** - In accordance with Florida Statutes, Chapter 442, it is the Contractor/Vendor/Seller's duty to advise if a product is a toxic substance and to provide a Material Safety Data Sheet at time of delivery.
27. **PERMITS** - Contractor/Vendor/Seller is responsible for obtaining any permits necessary to complete the work covered by this order, at its own expense, prior to starting any work under this order.
28. **PUBLIC RECORDS LAW REQUIREMENTS** - Pursuant to Section 119.0701, Florida Statutes, Contractor/Vendor performing services for City shall: (a) keep and maintain all public records as that term is defined in Chapter 119, Florida Statutes ("Public Records"), that ordinarily and necessarily would be required by the City in order to perform the work contemplated by this Agreement; (b) provide the public with access to Public Records, on the same terms and conditions that the City would provide the records and at a cost that does not exceed the costs provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that Public Records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; (d) meet all requirements for retaining Public Records and transfer, at no cost to the City, all public records in possession of Contractor/Vendor within thirty (30) days after termination of this Agreement, however terminated, and destroy any duplicate Public Records that are exempt or confidential and exempt from public records disclosure requirements and provide the City with a letter confirming that this has been done within thirty (30) days of the termination of this Agreement. All Public Records stored electronically must be provided to the City in a format that is compatible with the information technology of the City. If Contractor/Vendor 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.

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Ordinance 2020-27
Code Amendment - Emergency Powers

ITEM TYPE: Ordinance (w/o fiscal impact)

REQUESTED ACTION: Approve Ordinance 2020-27 at First Reading

SYNOPSIS: The City Charter and Code of Ordinances do not contain any provisions stating who has the power to declare a local state of emergency for the City or what emergency powers the City has during a local state of emergency.

The City Commission, by majority vote, has the power to declare a local state of emergency; however, there may be a time when it is necessary for Mayor and City Manager to jointly declare a local state of emergency because it is not possible or practical to convene a City Commission meeting. This Ordinance provides for declaration of a local state of emergency by the Mayor and City Manager, jointly. This Ordinance also provides for emergency powers that can be exercised during a local state of emergency.

FISCAL IMPACT: None

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission approve proposed Ordinance 2020-27 at First Reading.

Tammi E. Bach, City Attorney 7/20/2020

Dale L. Martin, City Manager 7/23/2020

Katie A. Newton

Date: July 09, 2020

Submitted By: Katie Newton, Legal Assistant

COMMISSION ACTION: Approve

ORDINANCE 2020-27

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AMENDING THE CODE OF ORDINANCES BY ADDING A SECTION TO BE NUMBERED 2-2 ENUMERATING PROCEDURES FOR DECLARATION OF LOCAL STATE OF EMERGENCY AND EMERGENCY POWERS; BY ADDING A SECTION TO BE NUMBERED 2-3 PROVIDING FOR TERMINATION OF A LOCAL STATE OF EMERGENCY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, AS FOLLOWS:

SECTION 1. That the Code of Ordinances, City of Fernandina Beach, Florida, is hereby amended by adding a section to be numbered 2-2, which section reads as follows:

Sec. 2-2. State of local emergency—Declaration.

(a) The Mayor and City Manager, jointly, have the authority to declare a state of local emergency by executive order. Upon the absence or unavailability of the Mayor or City Manager, the Vice-Mayor, the members of the City Commission in order of their seniority on the Commission, and after every effort has been made to contact same, or the Fire Chief and Police chief, jointly, in the order named, may issue such a declaration.

(b) [Reserved.]

(c) Emergency ordinances, policies, and executive order and resolution put into effect:

(1) Upon the declaration of a state of local emergency, pursuant to this section, the City Commission by resolution may impose a curfew or “stay-at-home order” throughout the City, or parts thereof, as the Commission deems necessary to protect the health, safety and welfare of the City's residents. The resolution shall state the hours of the day and the areas of the city in which the curfew or “stay-at-home order” will be in effect, and the penalties for violating the curfew or “stay-at-home order”. If a quorum of the Commission is unable to convene, the Mayor and City Manager, jointly, may impose a curfew or “stay-at-home” order in accordance with this subsection by executive order. Any such executive order issued by the Mayor and City Manager shall be confirmed by resolution adopted by the Commission within two working days of such declaration or at the next regularly scheduled meeting of the commission.

(2) The following policies and emergency powers will, as necessary, also be effective during the period of a state of local emergency and invoked by resolution of the City Commission or Mayor and City Manager as set forth in subsection 2-2(c)(1) above:

a. Utilize all available resources of the City as reasonably necessary to cope with the disaster or emergency and report made to the City Commission subsequent to the termination of the state of local emergency;

b. Make provisions for availability and use of temporary emergency housing and emergency warehousing of materials;

c. Confiscate merchandise, equipment, vehicles or property needed to alleviate the emergency. Reimbursement shall be within 60 days and at customary rate;

d. *Exceptions.* In invoking any emergency power authorized by this section, the Mayor and City Manager, jointly, may provide exceptions for certain activities, which may include any or all of the following: (i) compliance or assistance with an evacuation order; (ii) travel to a designated emergency shelter; (iii) provision of designated, essential services, such as fire, police, or utility repair; (iv) provision of medical services, including the transportation of patients to a health care facility and emergency calls by physicians; and (v) travel for the purpose of obtaining goods or services necessary to sustain the well-being of a person or that person's family or household;

e. *Sale, dispensing, or transportation of items.* The Mayor and City Manager, jointly, may prohibit or regulate the sale, dispensing, or transportation of any or all of the following items: alcoholic beverages, explosives, or combustibles.

f. *Areas off limits.* Certain areas of the City may be declared off limits.

(d) Pursuant to F.S. § 252.38(6)(e), a declared state of local emergency will last for a period of up to seven (7) days, which may be extended by resolution in increments of up to seven (7) days. In addition, F.S. § 252.38(6)(e) provides authority for a political subdivision, such as the City, to declare a state of local emergency, and to waive the procedures and formalities otherwise required of political subdivisions by law pertaining to:

(1) Performing of public work and taking whatever action is necessary to ensure the health, safety, and welfare of the community;

(2) Entering into contracts;

(3) Incurring obligations;

(4) Employing permanent and temporary workers;

(5) Utilizing volunteer workers;

(6) Renting equipment;

(7) Acquiring and distributing, with or without compensation, supplies, materials, and facilities; and

(8) Appropriating and expending of public funds.

(e) Upon the declaration of a state of local emergency the City Manager shall notify Nassau County and the media within 4 hours.

(f) [Reserved.]

(g) Notice to the public shall be given via the City's government access television channel and website, when feasible.

(h) Penalties.

Any violation of a provision of any emergency order or executive order established pursuant to F.S. § 252.38 shall be a misdemeanor of the second degree, punishable as provided in F.S. § 775.082 or § 775.083.

SECTION 2. That the Code of Ordinances, City of Fernandina Beach, Florida, is hereby amended by adding a section to be numbered 2-3, which section reads as follows:

Sec. 2-3. Same—Termination.

A state of local emergency shall terminate in accordance with the terms of the executive order. A state of local emergency may be extended by resolution adopted by the City Commission, unless the nature of the local emergency renders a meeting of the City Commission impractical, in which case the local emergency can be extended in accordance with the procedure set forth in Section 2-2(a). A state of local emergency can be terminated earlier than provided for in an executive order, by another executive order or by a resolution adopted by the City Commission stating that the conditions leading to or causing the emergency conditions no longer exist, and that the City's departments are able to manage the situation without extraordinary assistance and powers. Notice of termination shall be made to the public by the City Manager by the same means as the notice of the declaration of the state of local emergency.

SECTION 3. SEVERABILITY. In the event that any word, phrase, clause, sentence or paragraph hereof shall be held invalid by any court of competent jurisdiction, such holding shall not affect any other word, clause, phrase, sentence or paragraph hereof.

SECTION 4. EFFECTIVE DATE. This Ordinance shall take effect immediately upon its final passage and enactment.

ENACTED this _____ day of _____, 2020.

CITY OF FERNANDINA BEACH

John A. Miller
Commissioner – Mayor

ATTEST:

APPROVED AS TO FORM AND LEGALITY:



Caroline Best
City Clerk

Tammi E. Bach
City Attorney

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Ordinance 2020-22
Charter Amendment - Conservation Referendum

ITEM TYPE: Ordinances (w/ fiscal impact)

REQUESTED ACTION: Consider Ordinance 2020-22 at Second Reading.

SYNOPSIS: This proposed Charter 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. This proposed Charter amendment will appear on the November 3, 2020 City general election ballot. If approved by more than 50% of the 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 enact proposed Ordinance 2020-22 at Second Reading.

Dale L. Martin, City Manager	7/23/2020
Pauline Testagrose, Comptroller	7/27/2020
Tammi E. Bach, City Attorney	7/28/2020
Katie Newton, Legal Assistant	7/28/2020

Date: July 10, 2020

Submitted By: Nicole Bednar, Administrative Services Manager

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

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 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.

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 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: Board Appointment
Airport Advisory Commission

ITEM TYPE: Board Appointment

REQUESTED ACTION: Approve Appointment.

SYNOPSIS: In accordance with Resolution 2011-45, Section 1(c); each member of the Airport Advisory Commission shall serve at the pleasure of the City Commission and Section 1(a); the Airport Advisory Commission (AAC) shall consist of seven voting members and one non-voting member.

AAC voting member Mr. Kent McKee tendered his resignation. Mr. Douglas Geib submitted an Advisory Board/Committee application which the AAC unanimously approved at its July 9, 2020 meeting. The AAC hereby submits Mr. Geib's Advisory Board/Committee application for the Honorable City Commission's consideration. If appointed, Mr. Geib will serve the remainder of Mr. McKee's unexpired three year term ending December 31, 2022.

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission appoint Mr. Douglas Geib to an unexpired three-year term ending December 31, 2022.

Nicole Bednar, Administrative Services Manager 7/20/2020

Dale L. Martin, City Manager 7/23/2020



Date: July 17, 2020

Submitted By: Caroline Best, City Clerk

COMMISSION ACTION: Approve

Caroline Best

From: Kim Briley
Sent: Tuesday, July 14, 2020 2:24 PM
To: Nathan Coyle
Cc: Caroline Best
Subject: RE: Online Form Submittal: Advisory Board/Committee Application

Follow Up Flag: Follow up
Flag Status: Flagged

Hi Nathan,

Thank you and we will get this ready for an upcoming CC Agenda.

Kim Briley, MMC
Deputy City Clerk
City of Fernandina Beach
204 Ash St.
Fernandina Beach, FL 32034
(904) 310-3117 | kelliott@fbfl.org
www.fbfl.us



If this email is related to the Board, Committee or Commission that you serve on, please DO NOT REPLY TO ALL.

Disclaimer: According to Florida Public Records Law, email correspondence to and from the City of Fernandina Beach, including email addresses and other personal information, is public record and must be made available to the public and media upon request, unless otherwise exempted by the Public Records Law. If you do not want your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

From: Nathan Coyle <ncoyle@fbfl.org>
Sent: Friday, July 10, 2020 3:40 PM
To: Kim Briley <kelliott@fbfl.org>
Subject: FW: Online Form Submittal: Advisory Board/Committee Application

Hi Kim,

During the 9 July 2020 AAC meeting, the AAC members unanimously recommended appointment of Mr. Doug Geib to the AAC to fill the vacancy from Mr. Kent McKee's recent resignation. Mr. Geib's submission can be found in the email trail below for your use. Just let me know if you need anything else from me to get this on an upcoming Commission agenda.

Have a great weekend!

Nathan Coyle, CM, ACE
Airport Director
City of Fernandina Beach
700 Airport Road
Fernandina Beach, FL 32034
(904) 310-3436 | ncoyle@fbfl.org
www.fbfl.us



If this email is related to the Board, Committee or Commission that you serve on, please DO NOT REPLY TO ALL.

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From: Caroline Best <cbest@fbfl.org>

Sent: Monday, May 18, 2020 2:44 PM

To: Douglas.geib@fnf.com

Cc: Kim Briley <kelliott@fbfl.org>; Nathan Coyle <ncogle@fbfl.org>

Subject: RE: Online Form Submittal: Advisory Board/Committee Application

Dear Mr. Geib,

Thank you for your interest in serving on the Airport Advisory Commission (AAC).

In accordance with [City Code of Ordinances Section 2-122\(a\)\(2\)](#) your advisory board/committee application is hereby forwarded to Airport Manager Mr. Nathan Coyle (copied herein) who serves as the AAC staff liaison. Mr. Coyle will have your application placed on the next available AAC agenda for consideration. Upon AAC 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,

Caroline Best, CMC
City Clerk
City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034
(904) 310-3119 | cbest@fbfl.org
www.fbfl.us



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From: noreply@civicplus.com <noreply@civicplus.com>

Sent: Friday, May 15, 2020 5:21 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	Douglas Geib
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Home Mailing Street Address	612 Beech St
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City	Fernandina Beach
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Zip Code	32034
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Primary Phone	9047425318
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Secondary Phone	9042613122
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Please note that board materials are distributed electronically.

Email to receive board materials	Douglas.geib@fnf.com
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Employer	Fidelity National Finance
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Position Title	Pilot
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Business Address	14601 Whirlwind Ave
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City	Jacksonville
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Zip	32218
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Select the advisory board/committee you are applying for:	Airport Advisory Commission
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Additional board that you are applying for:	None
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Why are you interested in serving on this Board? Please explain.	I am a life time professional pilot and recreational pilot. I'm interested in preserving and improving the airport. I'm also interested in educating youth about aviation careers.
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Eligibility

Are you a resident of the City?	Yes
Length of time:	23 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
	<i>Field not completed.</i>
If yes, please provide details:	
Major Affiliations:	
	<i>Field not completed.</i>
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:	<i>Field not completed.</i>

Organization or
Commissioner sponsoring
nomination (if applicable):

Field not completed.

Educational Background:
(Check all that apply)

BS/A

Other:

Field not completed.

Major areas of study:

Business Management

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

15 May 2020

Applicant's Signature

Douglas J Geib

Email not displaying correctly? [View it in your browser.](#)

Airport Advisory Commission

Position	Term	Name & Address	Phone
1	09-01-2013	Charles Colcord 2139 Captain Kidd Drive, Fernandina Beach, FL 32034 Cec1155@comcast.net	(904) 415-6331
2	10-16-2018	Don Edlin 1548 Ruskin Lane, Fernandina Beach, FL 32034 dpedlin@comcast.net	(904) 261-4065
3	12-31-2023	VACANT	
4	04-16-2019	David Broughton 2513 Via Del Rey, Fernandina Beach, FL 32034 Davidbroughton@comcast.net	(904) 556-3032
5	09-01-2017	David Austin 116 North 4th Street, Fernandina Beach, FL 32034 Dave.Austin@FNF.com	(904) 206-2500
6	09-04-2018	William Gill 1719 South 15th Street, Fernandina Beach, FL 32034 wgill23398@aol.com	(860) 488-1066
7	06-19-2018	Thomas Piscitello Yulee, FL 32034 foxflyer@bellsouth.net	(904) 583-0698
8	06-19-2018	Prudence Hostetter 2749 Sea Grove Lane, Fernandina Beach, FL 32034 N54195@gmail.com	(561) 379-8447

Airport Advisory Commission

Term Length: 36 Months

Max Terms: No Limit

Number of Members: 8

Meeting Schedule: Second Thursday of each month

Meeting Time: 6:00 PM

Meeting Location: City Hall Commission Chambers

Meeting Address: 204 Ash Street

Type: Advisory Board

Description:

Council Liaison:

Len Kreger
(904) 432-8389
lkreger@fbfl.org

Staff Liaison:

Nathan Coyle
(904) 310-3436
ncogle@fbfl.org

Position Number	Name	Appt Date	No. of Terms Served	Term Expiration Date
1	Charles Colcord	09/01/2013	2	09/01/2022
2	Don Edlin	10/16/2018	2	09/30/2021
4	David Broughton	04/16/2019	1	09/01/2021
5	David Austin	09/01/2017	1	09/01/2020
6	William Gill	09/04/2018	1	09/01/2020
7	Thomas Piscitello	06/19/2018	1	09/01/2021
8	Prudence Hostetter	06/19/2018	1	09/01/2021