



AGENDA
FERNANDINA BEACH CITY COMMISSION
REGULAR MEETING
AUGUST 18, 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 Noel Roberts of North 14th Street Baptist Church.

4. PROCLAMATIONS / PRESENTATION

4.1 **PROCLAMATION - WOMEN'S EQUALITY DAY** - *Commemorates the 100th anniversary of the the adoption of the United States Constitution 19th Amendment securing for women the right to vote. Nassau Inclusive Coalition for Equality (NICE) members will be in attendance to accept the Proclamation.*

4.2 **PROCLAMATION - DR. FARID ULLAH** - *Recognizes Dr. Farid Ullah for his unlimited contributions to the medical profession throughout the course of his long and distinguished career. Dr. Ullah, his wife Sue, and members of the Fernandina Beach and Nassau County Fire Rescue Departments will be in attendance to accept the Proclamation.*

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

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 **ESCAMBIA STREET** - *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 Regular Meeting - July 7, 2020; City Commission Regular Meeting - July 21, 2020*

7.2 **FACILITIES USE AGREEMENT - MERCEDES-BENZ USA, LLC** - RESOLUTION 2020-111 APPROVING A FACILITIES USE AGREEMENT WITH MERCEDES-BENZ USA, LLC FOR THE USE OF AIRPORT PROPERTY TO PRODUCE A DRIVER INSTRUCTIONAL VIDEO RELATED TO THE OPERATION OF ITS VEHICLES; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves a Facilities Use Agreement with Mercedes-Benz USA, LLC for the production of a driver instructional video related to operation of its vehicles on August 24, 2020, at the Fernandina Beach Municipal Airport.*

7.3 **AWARD OF BID #2020-07 - ALLIED UNIVERSAL CORPORATION** - RESOLUTION 2020-112 AWARDING BID #2020-07 FOR CHLORINE GAS AND SULFUR DIOXIDE TO ALLIED UNIVERSAL CORPORATION FOR FISCAL YEAR 2020/2021; AUTHORIZING EXECUTION. *Synopsis: Awards Bid #2020-07 to Allied Universal Corporation for Chlorine Gas and Sulfur Dioxide.*

8. **RESOLUTIONS**

8.1 **ATLANTIC AVENUE RECREATION CENTER AUDITORIUM NAMING - MS. JOAN BEAN AUDITORIUM** - RESOLUTION 2020-113 RECOGNIZING MS. JOAN BEAN'S CIVIC SERVICE BY NAMING THE AUDITORIUM AT THE ATLANTIC AVENUE RECREATION CENTER, THE "MS. JOAN BEAN AUDITORIUM"; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Names the auditorium at the Atlantic Avenue Recreation Center, located at 2500 Atlantic Avenue, the "Ms. Joan Bean Auditorium."*

8.2 **PECK CENTER RECEPTION ROOM NAMING - ELMO MYERS/NASSAU COUNTY COMMUNITY DEVELOPMENT CORPORATION RECEPTION ROOM** - RESOLUTION 2020-114 RECOGNIZING MR. ELMO MYERS' CIVIC SERVICE BY NAMING THE PECK CENTER RECEPTION ROOM, THE "ELMO MYERS/NASSAU COUNTY COMMUNITY DEVELOPMENT CORPORATION (NCCDC) RECEPTION ROOM"; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Names the Peck Center Reception Room located at 516 South 10th Street, the "Elmo Myers/Nassau County Community Development Corporation Reception Room."*

8.3 **AWARD OF BID #2020-08 - AMELIA ISLAND MAINTENANCE** - RESOLUTION 2020-115 AWARDING BID #2020-08 TO AMELIA ISLAND MAINTENANCE FOR THE POOL DECK AND CENTRAL BREEZEWAY RESURFACING AT THE MARTIN LUTHER KING RECREATION CENTER; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Awards Bid #2020-08 to Amelia Island Maintenance for resurfacing the pool deck and central breezeway resurfacing at the Martin Luther King Recreation Center in the amount of \$34,997.*

8.4 **AWARD OF RFP #2020-04 - MCCALL TREE HEALTH AND CONSULTING, LLC, CASH'S TREE SERVICE LLC, FIRST COAST URBAN FORESTRY LLC, DAVEY RESOURCE GROUP, INC., AND GAGE TREE CARE** - RESOLUTION 2020-116 AWARDING RFP #2020-04 AWARDING RFP #2020-04 TO MCCALL TREE HEALTH AND CONSULTING, LLC, CASH'S TREE SERVICE LLC, FIRST COAST URBAN FORESTRY LLC, DAVEY RESOURCE GROUP,

INC., AND GAGE TREE CARE; AUTHORIZING THE CITY MANAGER TO PREPARE PROFESSIONAL SERVICES AGREEMENTS FOR SAME; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Awards RFP #2019-02 to eight vendors, as specified in the Request for Proposal. Authorizes the City Manager to prepare Professional Services Agreements with all responding vendors to perform on-call arborist services, on behalf of the City.*

- 8.5 **INTERLOCAL AGREEMENT - NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS** - RESOLUTION 2020-117 APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS AND THE CITY OF FERNANDINA BEACH TO SHARE THE COST OF REPAIRING A FAILED STORMWATER SYSTEM ON PHEASANT LANE OFF OF CITRONA DRIVE; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves an Interlocal Agreement with Nassau County Board of County Commissioners for a failed stormwater system on Pheasant Lane.*

- 8.6 **PURCHASE APPROVAL - FASTENAL / BUDGET AMENDMENT - MARINA** - RESOLUTION 2020-118 APPROVING THE COOPERATIVE PURCHASE OF HARDWARE FROM FASTENAL IN AN AMOUNT NOT TO EXCEED \$22,000; APPROVING AN AMENDMENT TO THE BUDGET FOR FISCAL YEAR 2019/2020; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves the cooperative purchase of underside deck hardware from Fastenal in an amount not to exceed \$22,000 and a budget transfer of \$22,000 from the Marina Contractual account to the Marina Repairs and Maintenance Building and Grounds account.*

9. **ORDINANCES - FIRST READING**

- 9.1 **MASTER FEE SCHEDULE** – ORDINANCE 2020-28 ESTABLISHING AND AMENDING FEES FOR THE AIRPORT, BUILDING, BUSINESS/CODE ENFORCEMENT, CEMETERY, CITY CLERK'S OFFICE, CITY MANAGER'S OFFICE, FIRE, GOLF COURSE, MARINA, PARKS AND RECREATION, PLANNING, POLICE, SANITATION, STORMWATER, STREETS, WASTEWATER, WATER, AND IMPACT FEES, EXCLUDING WATER AND SEWER IMPACT FEES FOR FY 2020/2021; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves the amended Master Fee Schedule consisting of the Airport, Building, Business/Code Enforcement, Cemetery, City Clerk's Office, City Manager's Office, Fire, Golf Course, Marina, Parks and Recreation, Planning, Police, Sanitation, Stormwater, Streets, Wastewater, Water, and Impact Fees, excluding Water and Wastewater Impact Fees for Fiscal Year 2020/2021.*
- 9.2 **CODE AMENDMENT - PERMITS** - ORDINANCE 2020-29 AMENDING ORDINANCE CHAPTER 22, BUILDINGS AND BUILDING REGULATIONS, BY AMENDING SECTION 22-29 PERMITS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Amends Section 22 of the Code of Ordinances pertaining to permits.*
- 9.3 **Legislative - COMPREHENSIVE PLAN AMENDMENT** - ORDINANCE 2020-30 STATING ITS INTENT TO AMEND ORDINANCE 2003-36 IN ACCORDANCE WITH THE RECOMMENDATIONS CONTAINED IN THE ADOPTED EVALUATION AND APPRAISAL REPORT BY RESOLUTION 2020-37; AND APPROVING THE TRANSMITTAL OF SUCH PROPOSED AMENDMENTS TO THE STATE LAND PLANNING AGENCY FOR REVIEW IN ACCORDANCE WITH SECTION 163.3184(3), FLORIDA STATUTES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves transmittal of Evaluation and Appraisal Report (EAR) legislative required amendments related specifically to water supply facilities work plans, peril of flood, and seasonal population.*

10. **ORDINANCES - SECOND READING**

- 10.1 **FUTURE LAND USE MAP AMENDMENT - NON-CITY OWNED PROPERTIES** - ORDINANCE 2020-23 CHANGING THE CITY'S FUTURE LAND USE MAP TO ADD CONSERVATION AND RECREATION LANDS FOR PROPERTIES OWNED BY THE STATE OF

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

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

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

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

11. BOARD APPOINTMENT

11.1 **ARTS AND CULTURE NASSAU** - *three appointments.*

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
Women's Equality Day

ITEM TYPE: Proclamations

REQUESTED ACTION:

SYNOPSIS: Attached is a Proclamation commemorating the 100th anniversary of the the adoption of the United States Constitution 19th Amendment securing for women the right to vote. Nassau Inclusive Coalition for Equality (NICE) 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

Nicole Bednar, Administrative Services Manager 8/6/2020

Dale L. Martin, City Manager 8/7/2020

Date: July 28, 2020

Submitted By: Caroline Best, City Clerk

COMMISSION ACTION:

Proclamation

WHEREAS, 100 years ago, the United States Congress designated August 26th as “Women’s Equality Day.” The date was selected to commemorate the 1920 certification of the 19th Amendment to the Constitution, securing for women the right to vote; and

WHEREAS, this historic event, led by courageous suffragists, had its formal beginnings in 1848. At the time, women were beginning to chafe against what historians called the “Cult of True Womanhood”: the idea that the only “true” woman was a pious, submissive wife and mother concerned exclusively with home and family; and

WHEREAS, following decades of nation-wide peaceful civil rights rallies, marches, and demonstrations the 19th Amendment was adopted declaring for the first time that women, like men, deserve all the rights and responsibilities of citizenship; and

WHEREAS, on Women’s Equality Day, we commemorate the efforts of those groundbreaking activists, celebrate the remarkable achievements of women, and reaffirm our commitment to equality under the law for all Americans; and

WHEREAS, as we celebrate Women’s Equality Day, we honor the trailblazing American women who have fought for, and achieved, incredible gains in equality since the ratification of the 19th Amendment. Their hard-fought accomplishments have strengthened our economy, our communities, our families, and have enriched the American spirit. Their resolve, innovation, leadership, passion, and compassion have changed the world and continue to inspire future generations of women.

NOW, THEREFORE, I, John A. Miller, by virtue of the authority vested in me as Mayor of the City of Fernandina Beach, Florida, do hereby proclaim August 26, 2020, as:

“WOMEN’S EQUALITY DAY”

And call upon the people of Fernandina Beach to celebrate the achievements of women and observe this day with appropriate programs and activities.

IN WITNESS WHEREOF, I hereunto set my hand and caused the Official Seal of the City of Fernandina Beach, Florida, to be affixed this 18th day of August, 2020.

CITY OF FERNANDINA BEACH

John A. Miller
Mayor - Commissioner

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Proclamation
Dr. Farid Ullah

ITEM TYPE: Proclamations

REQUESTED ACTION:

SYNOPSIS: Attached is a Proclamation recognizing Dr. Farid Ullah for his unlimited contributions to the medical profession throughout the course of his long and distinguished career.

Dr. Ullah, his wife Sue, and members of the Fernandina Beach and Nassau County Fire Rescue Departments 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 8/7/2020

Katie A. Newton

Date: July 08, 2020

Submitted By: Katie Newton, Legal Assistant

COMMISSION ACTION:

Proclamation

WHEREAS, Dr. Ullah is a Cardiology Specialist in Fernandina Beach, Florida, with more than sixty years of unmatched and unrivaled experience in the medical field; and

WHEREAS, Dr. Farid Ullah graduated in 1960 from the prestigious Khyber Medical University Pakistan where he was employed as Professor of Pharmacology; and

WHEREAS, Dr. Ullah served in the United States Army from 1969-1971. During this time, he was the Army's only Cardiologist and successfully established the first Intensive Care Units and Cardiac Departments in Fort Hunter, California; Fort Stewart, Georgia; and Chatham Memorial Hospital, Georgia; and

WHEREAS, in 1971, Dr. Ullah moved to Fernandina Beach and began shaping Fernandina Beach's medical profession with competence, ethics, integrity, and innovation. Dr. Ullah was instrumental in forming the Fernandina Beach Fire Department Emergency Medical Services (Rescue) Division in 1972. He trained the very first Fernandina Beach, Nassau County, and Duval County fireman to become licensed paramedics. He also aided in forming Emergency Medical Services in South Africa, France, Pakistan, and parts of the Middle East; and

WHEREAS, a born educator, Dr. Ullah taught Basic Life Support, Advanced Cardiac Life Support, Advanced Trauma Life Support and Advanced Pediatric Life Support to thousands of health care professionals all over the United States, Canada, Mexico, and Johannesburg; and

WHEREAS, Dr. Ullah is America Board of Internal Medicine certified in Adult Cardiac Disorders, Cardiology, Cardiac Care, Echo Cardiology, Electrocardiography, Emergency Medicine, Internal Medicine, and Pediatric Cardiac Congenital Disorders. Accordingly, he has long held many prominent roles within the medical field and is renowned, respected, and legendary for his vast experience and expertise in creating pioneering medical programs which have unequivocally saved the lives of countless patients across the globe; and

WHEREAS, Dr. Ullah is frequently invited to speak at Medical schools world-wide and is the longest living practicing Medical Director of any EMS fire department in the entire United States and, although he retired from practice last summer, Dr. Ullah still serves as the Nassau County Fire Department EMS Medical Director; and

WHEREAS, for many years, Dr. Ullah volunteered his time, free of charge, to perform annual physicals for area high school students, area fire rescue personnel, City police officers and Nassau County sheriff's deputies. Additionally, Dr. Ullah volunteered innumerable hours to many benevolent community organizations.

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

“DR. FARID ULLAH”

for his lifetime of unlimited contributions and devoted care to the betterment of all the lives he touched, taught, and saved. I hereby encourage all citizens to gratefully recognize and humbly acknowledge the immense significance and incalculable improvements Dr. Ullah made in the medical profession throughout the course of his long and distinguished career.

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 appreciation to Dr. Farid Ullah.

IN WITNESS WHEREOF, I hereunto set my hand and caused the Official Seal of the City of Fernandina Beach, Florida, to be affixed this 18th day of August, 2020.

CITY OF FERNANDINA BEACH

John A. Miller
Mayor - Commissioner

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Presentation
Budget Summary

ITEM TYPE: Presentation

REQUESTED ACTION:

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

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Nicole Bednar, Administrative Services Manager 8/10/2020

Dale L. Martin, City Manager 8/11/2020

Date: October 21, 2019

Submitted By: Pauline Testagrose, Comptroller

COMMISSION ACTION:

Monthly Budget Report

July 2020

Overall: July's report is the tenth month of fiscal year 2019/2020 and represents 83.3% of the budgeted fiscal year. All revenue and various grant revenues have been accrued for the month of July.

State Update:

The City's State Funding Revenue Sources are listed in the chart below. There will be a true-up process in August that will fully distribute any remaining 19/20 funds due to the local governments. I will continue to keep you informed when additional information is received.

City of Fernandina Beach				
Revenue Analysis - State Funding Sources				
GENERAL FUND (001)	Revised Budget	YTD to July	VARIANCE Fav/(UnFav)	Percent
State Revenue				
Discretionary Sales Surtax	1,965,358	1,400,530	(564,828)	71.3%
Local Option Sales Tax	432,084	275,277	(156,807)	63.7%
Insurance Premium Tax	225,000	-	(225,000)	0.0%
Half-Cent Sales Tax	940,628	678,251	(262,377)	72.1%
State Revenue Sharing	241,733	171,446	(70,287)	70.9%
	3,804,803	2,525,504	(1,279,299)	66.4%

The City's overall expenses are at 65.9% of the budget with a few exceptions noted below. All recurring expenses have been recorded. Finance will monitor expenses and prepare budget amendments to ensure budgeted amounts are not exceeded on a line by line basis. Reports comparing current YTD to prior year YTD are also available. Please let the Comptroller know if you wish to see any of these comparative reports.

General Fund: (001)

Total General Fund revenues are at 90.0% of the annual budget. This is primarily due to Property Taxes, Local Business Taxes and Ambulance Services. Specific revenue sources we are tracking are detailed below.

	19/20 Budget	Jul 20 YTD \$	Jul 20 YTD %	Jul 19 YTD \$	Jul 19 YTD %
Local Option Gas Tax	432,084	275,277	63.7%	262,934	66.8%
Small County Surtax	1,965,358	1,400,530	71.3%	1,512,709	76.5%
Half Cent Sales Tax	940,628	678,251	72.1%	753,428	84.7%
Franchise Fees	1,440,000	1,074,427	74.6%	1,122,317	77.9%
Total FY 19/20 Bud	4,778,070				
Total FY 18/19 Actual	4,507,916				
Total FY 18/19 Bud	4,700,835				

For expenses, there are no departments over the 83.3% mark. Overall, total General Fund departmental expenses are below the mark at 65.9%.

Special Revenue Funds: (100 - 190)

In addition to the \$1.2M property tax levy, the Land Conservation Trust Fund has received \$289,180, year-to-date through July, in donations. This amount includes the funds received from Amelia Bluff and the private anonymous donations. In Fund 110 – Federal Forfeiture and Fund 190 – Law Enforcement Recovery, it was anticipated that expenditures would exceed revenues due to capital purchases.

Debt Service Funds: (220 - 230)

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

Capital Improvement Funds: (300 - 330)

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

Golf Course: (410)

Revenues exceed expenses due to the transfer from the General Fund. The Golf Course reopened in the month of May adhering to the CDC Guidelines due to COVID-19. The margin on Pro Shop Sales is above the budgeted ratio at 66.8%. Food and Beverage is at 11.7% which is below the budget ratio of 28.2%.

Airport: (420)

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

Sanitation: (440)

Revenues exceeded expenses year-to-date.

Wastewater: (450)

Revenue exceeds expenses due to septic dumping fees, interest, and miscellaneous fees. Revenue for Wastewater charges are \$196,912 or 4.1% higher than July 2019 year-to-date.

Water: (460)

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

Stormwater: (470)

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

Marina: (480)

Although the Marina is still running a deficit, for the month of July, \$35,187 was recorded in transient slip rental fees.

Fleet: (510)

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

Utility Billing and Utility Administration: (520 - 530)

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

**CITY OF FERNANDINA BEACH
MONTHLY MANAGEMENT REPORT
REVENUES AND EXPENDITURES
FISCAL YEAR TO DATE THROUGH JULY 31, 2020**

83.3%

GENERAL FUND (001)	Revised Budget	Actuals	VARIANCE Fav/(UnFav)	%
REVENUES:				
Property Taxes	\$ 15,758,000	\$ 15,766,010	\$ 8,010	100.1%
Sales /Use/Fuel Taxes	2,622,442	1,675,807	(946,635)	63.9%
Franchise Fees	1,460,000	1,096,087	(363,913)	75.1%
Licenses/Permits	366,750	348,485	(18,265)	95.0%
Intergovernmental	1,882,361	1,634,515	(247,846)	86.8%
Charges for Services	1,408,500	1,031,679	(376,821)	73.2%
Fines and Forfeitures	21,500	27,069	5,569	125.9%
Other	485,820	162,280	(323,540)	33.4%
Subtotal	24,005,373	21,741,931	(2,263,442)	90.6%
Transfers/Reimbursements				
Utility Tax	1,500,000	1,250,000	(250,000)	83.3%
Sanitation	36,000	30,000	(6,000)	83.3%
Wastewater	360,000	300,000	(60,000)	83.3%
Water	180,000	150,000	(30,000)	83.3%
Total Revenues (excluding cash balance)	26,081,373	23,471,931	(2,609,442)	90.0%
EXPENDITURES:				
City Commission	337,388	239,269	98,119	70.9%
City Clerk	538,003	415,958	122,045	77.3%
City Manager	639,551	362,531	277,020	56.7%
Finance	771,266	636,260	135,006	82.5%
Information and Technology	770,257	617,148	153,109	80.1%
Human Resources	392,609	252,085	140,524	64.2%
City Attorney	344,230	270,965	73,265	78.7%
Planning	655,651	453,340	202,311	69.1%
Facility Maintenance	703,410	547,435	155,975	77.8%
Police	6,110,101	4,745,475	1,364,626	77.7%
Police - Beach Rangers	63,040	32,475	30,565	51.5%
Fire	4,418,308	3,455,321	962,987	78.2%
Fire - Ocean Rescue	375,002	294,116	80,887	78.4%
Building / Permitting	45,650	12,011	33,639	26.3%
Code Enforcement	253,405	200,924	52,481	79.3%
Streets	1,775,646	1,226,988	548,658	69.1%
Downtown	78,964	54,402	24,562	68.9%
Public Assistance	392,000	317,079	74,921	80.9%
Library	14,644	7,811	6,833	53.3%
Recreation	1,373,533	958,105	415,428	69.8%
Parks	1,652,427	1,011,693	640,734	61.2%
Peck	248,520	148,248	100,272	59.7%
MLK Center	197,395	117,274	80,121	59.4%
Youth	342,847	206,811	136,036	60.3%
Aquatics	337,242	179,800	157,442	53.3%
Non-Departmental	259,320	195,620	63,700	75.4%
Contingency	232,820	0	232,820	
Transfers				
Debt Service	423,376	352,813	70,563	83.3%
Land Conservation	1,207,000	1,207,000	-	100.0%
Historic District Trust	30,000	25,000	5,000	83.3%
Capital Improvements	1,445,000	1,204,170	240,830	83.3%
Golf	715,000	678,336	36,664	94.9%
Cemetery	11,300	9,417	1,883	83.3%
Marina	300,000	250,000	50,000	83.3%
Subtotal	27,454,905	20,685,879	6,769,026	75.3%
Encumbrances - All Departments		163,729	(163,729)	
Reserves	4,175,767	-	4,175,767	
Total Expenditures (including Encumbrances)	31,630,672	20,849,608	10,781,064	65.9%
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	(5,549,299)	2,622,323	8,171,622	
Fund Balance, October 1, 2019 (Cash Balance)				
Unrestricted	5,549,299	5,549,299	-	
Fund Balance, July 31, 2020	<u>\$ -</u>	<u>\$ 8,171,622</u>	<u>\$ 8,171,622</u>	

City of Fernandina Beach
Revenue Analysis

GENERAL FUND (001)	Revised Budget	Actuals to March	58.33% April Actuals	66.67% May Actuals	75.00% June Actual	83.33% July Actual	YTD to July	VARIANCE Fav/(UnFav)	Percent	Comments
General Revenues:										
Property Taxes	\$ 15,758,000	\$ 14,603,430	\$ 411,658	\$ 229,612	\$ 338,574	\$ 182,735	\$ 15,766,009	\$ 8,009	100.1%	
Franchise and Utility Taxes	1,460,000	703,825	98,581	85,458	96,109	112,114	1,096,087	(363,913)	75.1%	
Discretionary Sales Surtax	1,965,358	877,224	125,332	187,327	87,814	122,833	1,400,530	(564,828)	71.3%	
Local Option Sales Tax	432,084	164,110	28,426	29,465	20,053	33,223	275,277	(156,807)	63.7%	State over-estimated revenue
Insurance Premium Tax	225,000	-	-	-	-	-	-	(225,000)	0.0%	Collected in September
	2,622,442	1,041,334	153,758	216,792	107,867	156,056	1,675,807	(946,635)		
Half-Cent Sales Tax	940,628	416,742	70,874	67,836	53,124	69,675	678,251	(262,377)	72.1%	
State Revenue Sharing	241,733	114,435	19,072	10,379	10,380	17,180	171,446	(70,287)	70.9%	
DEA	12,500	5,144	-	-	-	-	5,144	(7,356)	41.2%	
School Resource Officer	131,200	95,162	7,389	-	-	-	102,551	(28,649)	78.2%	
FEMA	435,000	646,074	-	-	-	-	646,074	211,074	148.5%	
OHPA - Payment in Lieu	50,000	-	-	-	-	-	-	(50,000)	0.0%	In Mediation owe (FY19, FY20)
Other / Grants	71,300	27,696	16	576	24	2,738	31,050	(40,250)	43.5%	DOS Preservation (\$37.5k)
	1,882,361	1,305,253	97,351	78,791	63,528	89,593	1,634,516	(247,845)		
Licenses/Permits	366,750	280,249	7,100	12,908	17,807	30,421	348,485	(18,265)	95.0%	
Charges for Services	1,408,500	710,891	64,785	34,512	106,176	115,312	1,031,676	(376,824)	73.2%	Incl Ambulance /Ocean Rescue
Fines and Forfeitures	21,500	19,169	1,358	687	3,455	2,400	27,069	5,569	125.9%	
Other Miscellaneous	320,820	30,641	9,749	5,311	4,328	16,650	66,679	(254,141)	20.8%	Beachraker reimb TDC (271k)
Investment Earnings	165,000	67,449	7,680	7,834	7,030	5,608	95,601	(69,399)	57.9%	
Total General Revenues	24,005,373	18,762,241	852,020	671,905	744,874	710,889	21,741,929	(2,263,444)	90.6%	
			19,614,261	20,286,166	21,031,040	21,741,929				
			81.71%	84.51%	87.61%	90.57%				

**CITY OF FERNANDINA BEACH
MONTHLY MANAGEMENT REPORT
REVENUES AND EXPENDITURES
FISCAL YEAR TO DATE THROUGH JULY 31, 2020**

83.3%

SPECIAL REVENUE FUNDS

FUND # NAME OF FUND	Revised Budget	Actuals	VARIANCE Fav/(UnFav)	% Used
REVENUES				
100 Law Enforcement Trust (LETf)	\$ 2,441	\$ 189	\$ (2,252)	7.7%
110 Federal Forfeiture	190,385	46,504	(143,881)	24.4%
125 Tree Trust	176,387	108,299	(68,088)	61.4%
126 Historic District (HDC)	51,975	37,805	(14,170)	72.7%
130 CDBG - Economic Development	101,181	3,227	(97,954)	3.2%
135 Land Conservation Trust	1,514,284	1,809,995	295,711	119.5%
140 Building Fees Fund	3,633,742	856,153	(2,777,589)	23.6%
145 Wastewater Impact Fees	1,982,529	434,419	(1,548,110)	21.9%
146 Water Impact Fees	685,141	162,268	(522,873)	23.7%
150 Utility Tax	1,808,526	1,480,374	(328,152)	81.9%
170 Cemetery	1,320,583	123,621	(1,196,962)	9.4%
180 Community Redevelopment Area	55,624	24,989	(30,635)	44.9%
190 Law Enforcement Recovery	220,749	94,765	(125,984)	42.9%
Total Revenues	\$ 11,743,547	\$ 5,182,608	\$ (6,560,939)	44.1%
EXPENDITURES:				
100 Law Enforcement Trust (LETf)	\$ 2,441	-	\$ 2,441	0.0%
110 Federal Forfeiture	190,385	157,721	32,664	82.8%
125 Tree Trust	176,387	9,651	166,736	5.5%
126 Historic District (HDC)	51,975	135	51,840	0.3%
130 CDBG - Economic Development	101,181	20,161	81,020	19.9%
135 Land Conservation Trust	1,514,284	623,849	890,435	41.2%
140 Building Fees Fund	3,633,742	896,350	2,737,392	24.7%
145 Wastewater Impact Fees	1,982,529	416,670	1,565,859	21.0%
146 Water Impact Fees	685,141	283,330	401,811	41.4%
150 Utility Tax	1,808,526	1,250,000	558,526	69.1%
170 Cemetery	1,320,583	154,582	1,166,001	11.7%
180 Community Redevelopment Area	55,624	-	55,624	0.0%
190 Law Enforcement Recovery	220,749	155,397	65,352	70.4%
Total Expenditures	\$ 11,743,547	\$ 3,967,846	\$ 7,775,701	33.8%

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

**CITY OF FERNANDINA BEACH
MONTHLY MANAGEMENT REPORT
REVENUES AND EXPENDITURES
FISCAL YEAR TO DATE THROUGH JULY 31, 2020**

83.3%

CAPITAL PROJECTS FUNDS

FUND #	NAME OF FUND	Revised Budget	Actuals	VARIANCE Fav/(UnFav)	% Used
300	Capital Improvement				
	Revenues	\$ 2,592,137	\$ 2,068,666	\$ (523,471)	79.8%
	Expenses				
	General Government	\$ 706,637	244,060	462,577	34.5%
	Information Technology	125,000	108,726	16,274	87.0%
	Police	55,000	7,103	47,897	12.9%
	Fire	525,000	288,577	236,423	55.0%
	Streets	866,500	611,673	254,827	70.6%
	Recreation	100,000	7,161	92,839	7.2%
	Parks	83,670	8,168	75,502	9.8%
	Peck	55,330	55,329	1	100.0%
	MLK	75,000	31,956	43,044	42.6%
	Subtotal	<u>2,592,137</u>	<u>1,362,755</u>	<u>1,229,382</u>	<u>52.6%</u>
	Net Revenues(Expenses)	\$ -	\$ 705,911	\$ (705,911)	0.0%
310	Capital Expansion				
	Revenues				
	Grants/Interest/Loan	\$ 1,585,000	\$ 106,071	\$ (1,478,929)	6.7%
	Admin	1,020,266	83,719	(936,547)	8.2%
	Police	340,431	49,891	(290,540)	14.7%
	Fire	782,072	68,034	(714,038)	8.7%
	Sanitation	-	-	-	0.0%
	Recreation	4,038,460	373,622	(3,664,838)	9.3%
	Subtotal	<u>7,766,229</u>	<u>681,337</u>	<u>(7,084,892)</u>	<u>8.8%</u>
	Expenses				
	Admin	\$ 2,522,166	\$ 49,073	\$ 2,473,093	1.9%
	Police	340,927	-	\$ 340,927	0.0%
	Fire	783,503	133,035	\$ 650,468	17.0%
	Recreation	4,119,633	1,041,194	\$ 3,078,439	25.3%
	Subtotal	<u>7,766,229</u>	<u>1,223,302</u>	<u>6,542,927</u>	<u>15.8%</u>
	Net Revenues(Expenses)	\$ -	\$ (541,965)	\$ (541,965)	0.0%
330	Wastewater Improvement				
	Revenues	\$ 6,488,400	\$ 1,292,890	\$ (5,195,510)	19.9%
	Expenses	6,488,400	-	6,488,400	0.0%
	Net Revenues(Expenses)	\$ -	\$ 1,292,890	\$ 1,292,890	0.0%

**CITY OF FERNANDINA BEACH
MONTHLY MANAGEMENT REPORT
REVENUES AND EXPENDITURES
FISCAL YEAR TO DATE THROUGH JULY 31, 2020**

83.3%

ENTERPRISE FUNDS	Revised Budget	Actuals	VARIANCE Fav/(UnFav)	% Used
Golf Course Fund 410				
Operating Revenues	\$ 1,367,650	\$ 985,409	\$ (382,241)	72.1%
Operating Expense*	1,450,311	1,112,609	337,702	76.7%
Operating Income (Loss)	(82,661)	(127,200)	(44,539)	153.9%
Non Operating Income (Expense) & Transfers	554,269	688,432	134,163	124.2%
Change in Net Position	\$ 471,608	\$ 561,232	\$ 89,624	119.0%
Airport Fund 420				
Operating Revenues	\$ 861,302	\$ 742,239	\$ (119,063)	86.2%
Operating Expense*	547,297	387,892	159,405	70.9%
Operating Income (Loss)	314,005	354,348	40,343	112.8%
Non Operating Income (Expense) & Transfers	2,534,495	267,602	(2,266,893)	10.6%
Change in Net Position	\$ 2,848,500	\$ 621,950	\$ (2,226,550)	21.8%
Sanitation Fund 440				
Operating Revenues	\$ 2,520,960	\$ 2,196,297	\$ (324,663)	87.1%
Operating Expense*	2,541,048	1,996,039	545,009	78.6%
Operating Income (Loss)	(20,088)	200,258	220,346	-996.9%
Non Operating Income (Expense) & Transfers	19,000	19,358	358	101.9%
Change in Net Position	\$ (1,088)	\$ 219,616	\$ 220,704	-20185.3%
Wastewater Fund 450				
Operating Revenues	\$ 6,077,167	\$ 5,131,008	\$ (946,159)	84.4%
Operating Expense*	2,636,631	1,931,426	705,205	73.3%
Operating Income (Loss)	3,440,536	3,199,582	(240,954)	93.0%
Non Operating Income (Expense) & Transfers	(2,788,629)	(2,294,480)	494,149	82.3%
Change in Net Position	\$ 651,907	\$ 905,102	\$ 253,195	138.8%
Water Fund 460				
Operating Revenues	\$ 4,365,617	\$ 3,629,750	\$ (735,867)	83.1%
Operating Expense*	2,432,234	1,657,075	775,159	68.1%
Operating Income (Loss)	1,933,383	1,972,674	39,291	102.0%
Non Operating Income (Expense) & Transfers	(954,684)	(832,882)	121,802	87.2%
Change in Net Position	\$ 978,699	\$ 1,139,793	\$ 161,094	116.5%
Stormwater Fund 470				
Operating Revenues	\$ 825,000	\$ 737,818	\$ (87,182)	89.4%
Operating Expense*	1,007,343	594,457	412,886	59.0%
Operating Income (Loss)	(182,343)	143,360	325,703	-78.6%
Non Operating Income (Expense) & Transfers	983,945	689,982	(293,963)	70.1%
Change in Net Position	\$ 801,602	\$ 833,342	\$ 31,740	104.0%
Marina Fund 480				
Operating Revenues	\$ 1,624,715	\$ 403,573	\$ (1,221,142)	24.8%
Operating Expense*	1,640,095	622,353	1,017,742	37.9%
Operating Income (Loss)	(15,380)	(218,781)	(203,401)	1422.5%
Non Operating Income (Expense) & Transfers	6,842,294	3,193,267	(3,649,027)	46.7%
Change in Net Position	\$ 6,826,914	\$ 2,974,487	\$ (3,852,427)	43.6%
*Does not include Depreciation Expense and Encumbrances.				
Capital Outlay by Fund				
Golf Course Fund 410	\$ 639,000	\$ 106,965	\$ 532,035	16.7%
Airport Fund 420	2,998,178	429,934	\$ 2,568,244	14.3%
Sanitation Fund 440	15,000	-	15,000	0.0%
Wastewater Fund 450	1,123,500	244,925	878,575	21.8%
Water Fund 460	1,432,115	1,400,083	32,032	97.8%
Stormwater Fund 470	1,454,295	1,038,473	415,822	71.4%
Marina Fund 480	8,910,390	3,744,870	5,165,520	42.0%
Total Enterprise Funds	\$ 16,572,478	\$ 6,965,251	\$ 9,607,227	42.0%

**CITY OF FERNANDINA BEACH
MONTHLY MANAGEMENT REPORT
ENTERPRISE FUNDS
FISCAL YEAR TO DATE THROUGH JULY 31, 2020**

Fund	YTD Revenue Excluding Transfers*	YTD Cost Excluding Transfers**	Net	Transfers In	Transfers Out	Debt Service (including Interest)***	Total
Golf Course (410)	998,274.28	1,219,573.93	(221,299.65)	678,340.00		2,772.95	454,267.40
Airport (420)	1,027,656.53	817,826.00	209,830.53			17,814.77	192,015.76
Sanitation (440)	2,245,654.72	1,996,039.17	249,615.55		(30,000.00)		219,615.55
Wastewater (450)	5,235,388.40	2,176,351.07	3,059,037.33		(2,398,860.00)		660,177.33
Water (460)	3,693,097.98	3,057,158.62	635,939.36	500,000.00	(1,396,230.00)		(260,290.64)
Storm Water Management (470)	1,471,012.67	1,632,930.60	(161,917.93)			43,212.72	(205,130.65)
Marina (480)	3,529,729.25	4,367,223.81	(837,494.56)	250,000.00		182,889.22	(770,383.78)

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

**Year to Date Cost includes Capital Expenditures.

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

This schedule was added at the request of Commissioner Lednovich

City of Fernandina Beach
Accounts Receivable Analysis

7/31/2020

Utility Billing - Current Accounts

Number of Customers		Delinquency Days	\$	Avg Monthly Billing
8,685	Active Customers			\$ 1,074,950.76
442		30	41,498.68	Note - To resume disconnects for nonpay 7/1/20.
131		60	13,713.96	* *payment terms + delinquency due to COVID19
75		90	6,285.21	*
56		120+	10,036.62	*
-				
544		Total	\$ 71,534.47	

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

	123 accts. w/delinquent balances	\$ 21,175.60
--	---	---------------------

Utility Billings in Collections

<u>Year based on final billing date</u>	<u># of Accounts Transferred</u>	<u>Amt of \$ Transferred</u>	<u>Amt of \$ Recovered by CCI</u>	<u>Amt of \$ Recovered by UB</u>	<u>Total \$ Recovered</u>	<u>% recovered</u>
2014 Charged Off	Effective 9/30/17	-	-	-		0.00%
2015 Charged off	Effective 9/30/18	-	-	-		0.00%
2016 (thru Dec)	161	27,511.96	1,735.32	5,914.23		27.80%
2017 (thru Dec)	148	26,629.59	1,407.24	3,367.91		17.93%
2018 (thru Dec)	377	74,599.60	3,723.87	2,790.19		8.73%
2019 (thru Dec)	158	46,319.16	864.50	1,930.44		6.03%
		\$ 175,060.31	\$ 7,730.93	\$ 14,002.77	\$ 21,733.70	12.41%
Recovered to date		\$ (21,733.70)				
Balance currently at CCI		\$ 153,326.61				

Airport

Number of Customers		Delinquency Days	\$	Avg Mo'ly Billing
76	ALL Customers			\$47,911.80
				(Amelia Island Aviation - acct closed)
8		30	19,163.94	\$ -
4		60	3,617.84	\$ -
2		90	3,073.29	\$ -
1		120+	5,441.43	\$ -
				\$ 8,758.77
8		Sub Total	\$ 31,296.50	\$ 8,758.77
				\$ 40,055.27

Marina

Number of Customers		Delinquency Days	\$	Avg Mo'ly Billing
165	ALL Customers			\$15,722
5		30	(6,813.93) *	
		60	789.77	Centre Street Restaurant Group - June
		90	778.10	Centre Street Restaurant Group - May
		120	766.60	Centre Street Restaurant Group - April
1	David Johnson - In Collec	150+	880.88	David Johnson
			(3,598.58)	
* Two customers paid in advance \$7,603.70				
Total 5 Customers Total Aging (\$3,598.58)				

Peck Center & Other City Leases

Number of Customers		Delinquency Days	\$	Avg Mo'ly Billing
7	ALL Customers			1,986.44
1		30	156.37	
0		60	-	
0		90	-	
0		120+	-	
1		Sub Total	\$ 156.37	



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City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

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FOR 2020 10

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
001 GENERAL FUND							
001 31110		PROPERTY TAXES					
	-15,758,000.00	-15,758,000.00	-15,766,010.06	-182,735.38	0.00	8,010.06	100.1%
001 31240		LOCAL OPTION GAS TAX					
	-432,084.00	-432,084.00	-275,277.54	-33,222.88	0.00	-156,806.46	63.7%*
001 31251		STATE/FIRE INSURANCE TAX					
	-125,000.00	-125,000.00	0.00	0.00	0.00	-125,000.00	.0%*
001 31252		STATE/POLICE INSURANCE TAX					
	-100,000.00	-100,000.00	0.00	0.00	0.00	-100,000.00	.0%*
001 31260		SMALL COUNTY SURTAX					
	-1,965,358.00	-1,965,358.00	-1,400,529.61	-122,832.92	0.00	-564,828.39	71.3%*
001 31610		LOCAL BUSINESS TAX					
	-160,000.00	-160,000.00	-175,047.75	-3,997.50	0.00	15,047.75	109.4%
001 31620		LOCAL BUSINESS TAX - PENALTIES					
	-3,000.00	-3,000.00	-5,942.84	0.00	0.00	2,942.84	198.1%
001 31630		LOCAL BUSINESS TAX-OTHER FEES					
	-50.00	-50.00	-1,488.13	0.00	0.00	1,438.13	2976.3%
001 31640		LOCAL BUSINESS TAX-PAST DUE FE					
	-2,000.00	-2,000.00	-2,612.48	0.00	0.00	612.48	130.6%
001 32204		BUILDING PERMIT-DRIVEWAY					
	-6,000.00	-6,000.00	-2,800.00	-280.00	0.00	-3,200.00	46.7%*
001 32210		BUILDING PERMIT-TREE REMOVAL					
	-25,000.00	-25,000.00	0.00	0.00	0.00	-25,000.00	.0%*
001 32211		BUILDING PERMIT-FENCING					
	-5,000.00	-5,000.00	0.00	0.00	0.00	-5,000.00	.0%*
001 32218		CLEARING/EXCAVATE-PERMITS					
	-25,000.00	-25,000.00	-7,234.00	-658.00	0.00	-17,766.00	28.9%*
001 32310		FRANCHISE FEES ELECTRIC					
	-1,440,000.00	-1,440,000.00	-1,074,426.72	-108,115.95	0.00	-365,573.28	74.6%*
001 32340		FRANCHISE FEES GAS					
	-20,000.00	-20,000.00	-21,660.50	-3,998.26	0.00	1,660.50	108.3%
001 32900		CODE ENFORCEMENT FEES & FINES					
	-25,000.00	-25,000.00	-1,125.00	0.00	0.00	-23,875.00	4.5%*
001 32901		ZONING PLAN REVIEW					
	-18,000.00	-18,000.00	-33,325.00	-3,575.00	0.00	15,325.00	185.1%
001 32903		SIGN PERMITS					
	-2,250.00	-2,250.00	0.00	0.00	0.00	-2,250.00	.0%*
001 32915		ANNEXATION APP FEE					
	-2,200.00	-2,200.00	-2,400.00	-300.00	0.00	200.00	109.1%
001 32916		BOA APP FEES-COMMERCIAL					
	0.00	0.00	-2,000.00	0.00	0.00	2,000.00	100.0%

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YEAR-TO-DATE BUDGET REPORTP
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FOR 2020 10

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
001 32917		BOA APP FEES-RESIDENTIAL					
	-11,050.00	-11,050.00	-6,800.00	0.00	0.00	-4,250.00	61.5%*
001 32918		ZONING CERTIFICATION FEE					
	-3,200.00	-3,200.00	-1,675.00	-275.00	0.00	-1,525.00	52.3%*
001 32920		CDD COPIES MADE FEE					
	-1,250.00	-1,250.00	0.00	0.00	0.00	-1,250.00	.0%*
001 32921		COMP PLAN AMEND APP FEE					
	-1,500.00	-1,500.00	0.00	0.00	0.00	-1,500.00	.0%*
001 32926		PLAT APPROVAL APP FEE					
	-3,850.00	-3,850.00	-1,700.00	0.00	0.00	-2,150.00	44.2%*
001 32928		REZONING APP FEE					
	-4,200.00	-4,200.00	0.00	0.00	0.00	-4,200.00	.0%*
001 32929		SITE PLAN REVIEW APP FEE					
	-21,700.00	-21,700.00	-25,400.00	-3,000.00	0.00	3,700.00	117.1%
001 32932		DUE DILIGENCE					
	-750.00	-750.00	-250.00	0.00	0.00	-500.00	33.3%*
001 32933		TELECOMMUNICATION PERMIT					
	-400.00	-400.00	0.00	0.00	0.00	-400.00	.0%*
001 32935		ADMINISTRATIVE WAIVER					
	0.00	0.00	-2,400.00	-400.00	0.00	2,400.00	100.0%
001 32936		CODE TEXT AMENDMENT					
	-850.00	-850.00	0.00	0.00	0.00	-850.00	.0%*
001 32937		LOT LINE ADJUSTMENTS					
	-2,000.00	-2,000.00	-2,400.00	-400.00	0.00	400.00	120.0%
001 32980		OTHER MISC PERMITS					
	0.00	0.00	-6,747.74	-291.08	0.00	6,747.74	100.0%
001 32981		SPECIAL EVENT PERMITS					
	-4,500.00	-4,500.00	-10,101.00	-6,200.00	0.00	5,601.00	224.5%
001 32982		SPECIAL BANNER PERMITS					
	-2,000.00	-2,000.00	-310.00	0.00	0.00	-1,690.00	15.5%*
001 32992		FIRE MARSHALL'S FEES					
	-35,000.00	-35,000.00	-56,635.75	-11,024.35	0.00	21,635.75	161.8%
001 32995		ADDRESS ASSIGNMENT					
	-1,000.00	-1,000.00	-90.00	-20.00	0.00	-910.00	9.0%*
001 33120		FEMA GRANT					
	0.00	-435,000.00	-646,074.44	0.00	0.00	211,074.44	148.5%
001 33170		DOS PRESERVATION					
	-37,500.00	-37,500.00	0.00	0.00	0.00	-37,500.00	.0%*
001 33350		HALF-CENT SALES TAX					
	-940,628.00	-940,628.00	-678,249.47	-69,674.14	0.00	-262,378.53	72.1%*
001 33512		STATE REVENUE SHARING PROCEED					
	-241,733.00	-241,733.00	-171,446.33	-17,180.26	0.00	-70,286.67	70.9%*
001 33514		MOBILE HOME TAX					
	-800.00	-800.00	-638.11	-119.00	0.00	-161.89	79.8%*

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
001 33515		ALCOHOLIC BEV LICENSE					
	-23,000.00	-23,000.00	-21,972.36	0.00	0.00	-1,027.64	95.5%*
001 33522		FIREFIGHTERS SUPPLEMENT					
	-10,000.00	-10,000.00	-8,438.94	-2,618.94	0.00	-1,561.06	84.4%*
001 33720		SCHOOL RESOURCE OFFICER					
	-131,200.00	-131,200.00	-102,551.74	0.00	0.00	-28,648.26	78.2%*
001 33721		DEA REIMBURSEMENT					
	-12,500.00	-12,500.00	-5,143.72	0.00	0.00	-7,356.28	41.1%*
001 33722		NASSAU COUNTY OCEAN RESCUE					
	-130,000.00	-130,000.00	-59,322.81	-24,229.64	0.00	-70,677.19	45.6%*
001 33910		OCEAN, HIGHWAY AND PRT AUTHORIT					
	-50,000.00	-50,000.00	0.00	0.00	0.00	-50,000.00	.0%*
001 34260		AMBULANCE SERVICES					
	-450,000.00	-450,000.00	-464,929.57	-38,352.97	0.00	14,929.57	103.3%
001 34290		SHRIMP FESTIVAL REIMBURSEMENT					
	-6,000.00	-6,000.00	0.00	0.00	0.00	-6,000.00	.0%*
001 34700		TRUST ACTIVITIES NON-TAXABLE					
	-160,000.00	-160,000.00	-149,462.16	-19,309.50	0.00	-10,537.84	93.4%*
001 34701		TRUST ACTIVITIES TAXABLE					
	-23,000.00	-23,000.00	-28,414.64	-2,302.17	0.00	5,414.64	123.5%
001 34702		PARKS TRUST NON-TAXABLE					
	-12,000.00	-12,000.00	-9,878.08	-375.00	0.00	-2,121.92	82.3%*
001 34703		PARKS TRUST TAXABLE					
	0.00	0.00	-3,779.00	-182.00	0.00	3,779.00	100.0%
001 34704		RENTALS NON-TAXABLE					
	-8,000.00	-8,000.00	-4,397.50	100.00	0.00	-3,602.50	55.0%*
001 34705		SOFTBALL COMPLEX					
	-500.00	-500.00	-110.00	0.00	0.00	-390.00	22.0%*
001 34706		PARKS LAWN CHARGES					
	-13,500.00	-13,500.00	-381.46	0.00	0.00	-13,118.54	2.8%*
001 34720		RENTALS					
	-10,000.00	-10,000.00	-4,840.99	-45.00	0.00	-5,159.01	48.4%*
001 34721		PECK RENTS					
	-8,000.00	-8,000.00	-835.00	0.00	0.00	-7,165.00	10.4%*
001 34722		PECK RENTS NON-TAXABLE					
	-25,000.00	-25,000.00	-15,416.88	-1,158.24	0.00	-9,583.12	61.7%*
001 34723		PECK TRUST TAXABLE					
	-6,500.00	-6,500.00	-5,456.88	-305.37	0.00	-1,043.12	84.0%*
001 34724		PECK TRUST NON-TAXABLE					
	-42,000.00	-42,000.00	-15,939.00	-407.00	0.00	-26,061.00	38.0%*
001 34725		MLK RENTS					
	-4,500.00	-4,500.00	-2,084.70	0.00	0.00	-2,415.30	46.3%*
001 34726		MLK RENTS NON-TAXABLE					
	0.00	0.00	-746.00	262.00	0.00	746.00	100.0%

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001 34728		MLK TRUST NON-TAXABLE					
	-12,500.00	-12,500.00	-16,395.00	-370.00	0.00	3,895.00	131.2%
001 34730		YOUTH TRUST ACTIVITIES					
	-17,000.00	-17,000.00	-34.87	0.00	0.00	-16,965.13	.2%*
001 34731		YOUTH CAMPS					
	-310,000.00	-310,000.00	-160,766.68	-13,871.04	0.00	-149,233.32	51.9%*
001 34741		AQUATICS TRUST NON-TAXABLE					
	-116,000.00	-116,000.00	-54,521.40	-7,915.00	0.00	-61,478.60	47.0%*
001 34742		SWIMMING POOLS					
	-54,000.00	-54,000.00	-31,136.92	-5,353.80	0.00	-22,863.08	57.7%*
001 34743		SWIMMING POOLS NON-TAXABLE					
	0.00	0.00	-2,400.00	-1,500.00	0.00	2,400.00	100.0%
001 34745		GREENWAY					
	0.00	0.00	-205.00	0.00	0.00	205.00	100.0%
001 34746		GREENWAY TAXABLE					
	0.00	0.00	-224.00	0.00	0.00	224.00	100.0%
001 35100		COURT CASES GENERAL FUND					
	-8,000.00	-8,000.00	-8,944.52	-714.14	0.00	944.52	111.8%
001 35115		PARKING TICKETS					
	-11,000.00	-11,000.00	-14,726.50	-1,179.00	0.00	3,726.50	133.9%
001 35116		POLICE CITATIONS					
	0.00	0.00	-275.18	-139.18	0.00	275.18	100.0%
001 35120		POLICE EDUCATION					
	-1,500.00	-1,500.00	-1,224.62	-121.25	0.00	-275.38	81.6%*
001 35911		FINGERPRINT-ACCI-INC REPORT					
	-1,000.00	-1,000.00	-1,897.90	-246.00	0.00	897.90	189.8%
001 36110		INTEREST					
	-165,000.00	-165,000.00	-95,606.23	-5,607.53	0.00	-69,393.77	57.9%*
001 36210		RENTS					
	-3,044.00	-3,044.00	-3,300.00	-3,300.00	0.00	256.00	108.4%
001 36215		RENTS NON-TAXABLE					
	-23,800.00	-23,800.00	-20,167.42	-4,297.42	0.00	-3,632.58	84.7%*
001 36990		OTHER REVENUE					
	-15,026.00	-15,026.00	-28,089.01	-9,034.79	0.00	13,063.01	186.9%
001 36992		GAIN ON SALE OF ASSET					
	0.00	0.00	-5,351.00	0.00	0.00	5,351.00	100.0%
001 36995		LATE FEES					
	0.00	0.00	-3.41	0.00	0.00	3.41	100.0%
001 36996		REVENUE-GARNISHMENT FEE					
	-100.00	-100.00	-157.00	-18.00	0.00	57.00	157.0%
001 36997		TDC REVENUE					
	-271,350.00	-271,350.00	0.00	0.00	0.00	-271,350.00	.0%*
001 38215		FROM UTILITY TAX					
	-1,500,000.00	-1,500,000.00	-1,250,000.00	-125,000.00	0.00	-250,000.00	83.3%*



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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
001 38244		FROM SANITATION					
	-36,000.00	-36,000.00	-30,000.00	-3,000.00	0.00	-6,000.00	83.3%*
001 38245		FROM WASTEWATER OPERATIONS					
	-360,000.00	-360,000.00	-300,000.00	-30,000.00	0.00	-60,000.00	83.3%*
001 38246		FROM WATER OPERATIONS					
	-180,000.00	-180,000.00	-150,000.00	-15,000.00	0.00	-30,000.00	83.3%*
001 38910		CASH BALANCE FORWARD					
	-5,549,299.00	-5,549,299.00	0.00	0.00	0.00	-5,549,299.00	.0%*
TOTAL GENERAL FUND							
	-31,188,172.00	-31,623,172.00	-23,462,325.56	-883,890.70	0.00	-8,160,846.44	74.2%
TOTAL REVENUES							
	-31,188,172.00	-31,623,172.00	-23,462,325.56	-883,890.70	0.00	-8,160,846.44	
0012200 FIRE							
0012200 36993		DONATIONS/CONTRIBUTIONS					
	-7,500.00	-7,500.00	-9,605.62	-1,000.00	0.00	2,105.62	128.1%
TOTAL FIRE							
	-7,500.00	-7,500.00	-9,605.62	-1,000.00	0.00	2,105.62	128.1%
TOTAL REVENUES							
	-7,500.00	-7,500.00	-9,605.62	-1,000.00	0.00	2,105.62	
GRAND TOTAL							
	-31,195,672.00	-31,630,672.00	-23,471,931.18	-884,890.70	0.00	-8,158,740.82	74.2%

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Revenue	Amount	% Used
Revised Budget	(\$31,630,672.00)	65.8%
Less: Cash Balance Forward		
38910	5,549,299.00	
38911	.00	
Revised Budget excluding Cash	(\$26,081,373.00)	
YTD Actual Revenue	(\$23,471,931.18)	90.0%

Revised Budget excluding Cash	(\$26,081,373.00)
Less: YTD Expenditures	20,685,882.81
Net (Revenues) Expenditures	(\$ 5,395,490.19)

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ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
0011100 CITY COMMISSION						
322,388.00	337,388.00	239,268.92	31,049.55	0.00	98,119.08	70.9%
0011200 CITY CLERK						
538,003.00	538,003.00	415,957.81	39,231.86	0.00	122,045.19	77.3%
0011210 CITY MANAGER						
639,551.00	639,551.00	362,531.05	45,646.91	26,864.40	250,155.55	60.9%
0011300 FINANCE						
771,266.00	771,266.00	636,260.06	73,538.18	0.00	135,005.94	82.5%
0011310 INFORMATION TECHNOLOGY						
747,157.00	770,257.00	617,147.53	72,096.52	741.17	152,368.30	80.2%
0011350 HUMAN RESOURCES						
392,609.00	392,609.00	252,084.96	23,705.83	0.00	140,524.04	64.2%
0011400 CITY ATTORNEY						
344,230.00	344,230.00	270,965.35	38,703.61	0.00	73,264.65	78.7%
0011500 PLANNING						
655,651.00	655,651.00	453,339.75	54,058.96	0.00	202,311.25	69.1%
0011910 NON DEPARTMENTAL						
259,320.00	259,320.00	195,620.23	23,275.08	0.00	63,699.77	75.4%
0011930 FACILITIES MAINTENANCE						
689,730.00	703,410.00	547,435.22	61,801.01	0.00	155,974.78	77.8%
0012100 POLICE						
6,110,101.00	6,110,101.00	4,745,474.62	529,187.23	50,721.65	1,313,904.73	78.5%
0012101 POLICE RANGERS						
63,040.00	63,040.00	32,474.79	12,459.47	0.00	30,565.21	51.5%
0012200 FIRE						
4,418,808.00	4,418,308.00	3,455,320.61	477,703.87	17,352.00	945,635.39	78.6%
0012201 FIRE OCEAN RESCUE						
363,502.00	375,002.00	294,115.50	104,138.16	0.00	80,886.50	78.4%
0012400 BUILDING / PERMITTING						
20,250.00	45,650.00	12,011.20	630.00	2,292.21	31,346.59	31.3%
0012420 CODE ENFORCEMENT						
253,405.00	253,405.00	200,923.74	25,887.75	0.00	52,481.26	79.3%
0014100 STREETS						
1,775,646.00	1,775,646.00	1,226,988.31	142,750.78	19,112.88	529,544.81	70.2%
0015200 DOWNTOWN						
78,964.00	78,964.00	54,402.30	3,974.80	0.00	24,561.70	68.9%
0015640 PUBLIC ASSISTANCE						
128,000.00	392,000.00	317,078.87	0.00	0.00	74,921.13	80.9%
0017100 LIBRARY						
14,644.00	14,644.00	7,810.97	3,000.45	0.00	6,833.03	53.3%
0017200 RECREATION						
1,372,394.00	1,373,533.00	958,104.89	110,349.66	0.00	415,428.11	69.8%
0017210 PARKS						
1,653,362.00	1,652,427.00	1,011,692.68	108,473.00	46,052.50	594,681.82	64.0%



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0017220 PECK	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
0017220 PECK	248,706.00	248,520.00	148,247.98	14,499.61	0.00	100,272.02	59.7%
0017225 MLK CENTER	197,413.00	197,395.00	117,273.79	10,392.78	0.00	80,121.21	59.4%
0017230 YOUTH	342,847.00	342,847.00	206,811.28	29,694.11	0.00	136,035.72	60.3%
0017240 AQUATICS	337,242.00	337,242.00	179,800.40	38,454.95	0.00	157,441.60	53.3%
0018100 INTERFUND TRANSFERS OUT	3,636,676.00	4,131,676.00	3,726,740.00	202,474.00	0.00	404,936.00	90.2%
0018200 CONTINGENCIES	150,000.00	232,820.00	0.00	0.00	0.00	232,820.00	.0%
0018300 RESERVES	4,670,767.00	4,175,767.00	0.00	0.00	0.00	4,175,767.00	.0%
GRAND TOTAL		31,630,672.00	20,685,882.81	2,277,178.13	163,136.81	10,781,652.38	65.9%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
100 LAW ENFORCEMENT TRUST							
100 35110		FINES/FORFEITURES					
	-140.00	-140.00	-174.00	0.00	0.00	34.00	124.3%
100 36110		INTEREST					
	0.00	0.00	-15.42	-1.65	0.00	15.42	100.0%
100 38910		CASH BALANCE FORWARD					
	-2,301.00	-2,301.00	0.00	0.00	0.00	-2,301.00	.0%*
100 55200		OPERATING SUPPLIES					
	2,200.00	2,200.00	0.00	0.00	0.00	2,200.00	.0%
100 59990		RESERVE					
	241.00	241.00	0.00	0.00	0.00	241.00	.0%
TOTAL LAW ENFORCEMENT TRUST							
	0.00	0.00	-189.42	-1.65	0.00	189.42	100.0%
TOTAL REVENUES							
	-2,441.00	-2,441.00	-189.42	-1.65	0.00	-2,251.58	
TOTAL EXPENSES							
	2,441.00	2,441.00	0.00	0.00	0.00	2,441.00	
GRAND TOTAL							
	0.00	0.00	-189.42	-1.65	0.00	189.42	100.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
110 FEDERAL FORFEITURE							
110 35121		SEIZED CONTRABAND					
	-25,000.00	-25,000.00	-26,725.69	0.00	0.00	1,725.69	106.9%
110 36110		INTEREST					
	0.00	0.00	-701.31	-51.27	0.00	701.31	100.0%
110 36992		GAIN ON SALE OF ASSET					
	0.00	0.00	-19,077.45	0.00	0.00	19,077.45	100.0%
110 38910		CASH BALANCE FORWARD					
	-165,385.00	-165,385.00	0.00	0.00	0.00	-165,385.00	.0%*
110 55200		OPERATING SUPPLIES					
	15,000.00	8,800.00	4,105.49	2,298.30	0.00	4,694.51	46.7%
110 56400		MACH/EQUIP					
	148,500.00	148,500.00	147,523.18	0.00	0.00	976.82	99.3%
110 56401		EQUIP-NON CAPITAL					
	0.00	6,200.00	6,092.00	0.00	0.00	108.00	98.3%
110 59990		RESERVE					
	26,885.00	26,885.00	0.00	0.00	0.00	26,885.00	.0%
TOTAL FEDERAL FORFEITURE							
	0.00	0.00	111,216.22	2,247.03	0.00	-111,216.22	100.0%
TOTAL REVENUES							
	-190,385.00	-190,385.00	-46,504.45	-51.27	0.00	-143,880.55	
TOTAL EXPENSES							
	190,385.00	190,385.00	157,720.67	2,298.30	0.00	32,664.33	
GRAND TOTAL							
	0.00	0.00	111,216.22	2,247.03	0.00	-111,216.22	100.0%

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125 TREE TRUST SPECIAL REV FUND							
125 32219		TREE TRUST FUND RESERVE					
	-52,380.00	-52,380.00	-106,855.00	-4,560.00	0.00	54,475.00	204.0%
125 36110		INTEREST					
	0.00	0.00	-1,444.31	-175.01	0.00	1,444.31	100.0%
125 38910		CASH BALANCE FORWARD					
	-124,007.00	-124,007.00	0.00	0.00	0.00	-124,007.00	.0%*
125 53100		PROFESSIONAL SERVICES					
	10,000.00	10,000.00	5,830.00	0.00	0.00	4,170.00	58.3%
125 54970		PROGRAM COSTS					
	6,900.00	6,900.00	3,740.42	0.00	0.00	3,159.58	54.2%
125 55200		OPERATING SUPPLIES					
	3,900.00	3,900.00	80.97	0.00	0.00	3,819.03	2.1%
125 59990		RESERVE					
	155,587.00	155,587.00	0.00	0.00	0.00	155,587.00	.0%
TOTAL TREE TRUST SPECIAL REV FUND							
	0.00	0.00	-98,647.92	-4,735.01	0.00	98,647.92	100.0%
TOTAL REVENUES							
	-176,387.00	-176,387.00	-108,299.31	-4,735.01	0.00	-68,087.69	
TOTAL EXPENSES							
	176,387.00	176,387.00	9,651.39	0.00	0.00	166,735.61	
GRAND TOTAL							
	0.00	0.00	-98,647.92	-4,735.01	0.00	98,647.92	100.0%

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City of Fernandina Beach
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FOR 2020 10

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
126 HDC SPECIAL REVENUE FUND							
126 32924		HDC APPLICATION FEE					
	0.00	0.00	-7,380.00	-1,620.00	0.00	7,380.00	100.0%
126 32931		HDC VARIANCE					
	-1,700.00	-1,700.00	-5,250.00	-1,700.00	0.00	3,550.00	308.8%
126 32934		CHANGE OF USE					
	-8,025.00	-8,025.00	0.00	0.00	0.00	-8,025.00	.0%*
126 36110		INTEREST					
	0.00	0.00	-174.56	-28.96	0.00	174.56	100.0%
126 38101		FROM GENERAL FUND					
	-30,000.00	-30,000.00	-25,000.00	-2,500.00	0.00	-5,000.00	83.3%*
126 38910		CASH BALANCE FORWARD					
	-12,250.00	-12,250.00	0.00	0.00	0.00	-12,250.00	.0%*
126 53100		PROFESSIONAL SERVICES					
	500.00	500.00	0.00	0.00	0.00	500.00	.0%
126 54970		PROGRAM COSTS					
	33,000.00	33,000.00	135.00	0.00	0.00	32,865.00	.4%
126 59990		RESERVE					
	18,475.00	18,475.00	0.00	0.00	0.00	18,475.00	.0%
TOTAL HDC SPECIAL REVENUE FUND							
	0.00	0.00	-37,669.56	-5,848.96	0.00	37,669.56	100.0%
TOTAL REVENUES							
	-51,975.00	-51,975.00	-37,804.56	-5,848.96	0.00	-14,170.44	
TOTAL EXPENSES							
	51,975.00	51,975.00	135.00	0.00	0.00	51,840.00	
GRAND TOTAL							
	0.00	0.00	-37,669.56	-5,848.96	0.00	37,669.56	100.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
130 CDBG ECON DEV							
130 36110		INTEREST					
	0.00	0.00	-3,226.96	-318.55	0.00	3,226.96	100.0%
130 38910		CASH BALANCE FORWARD					
	-101,181.00	-101,181.00	0.00	0.00	0.00	-101,181.00	.0%*
130 56300		IMPROVEMENTS					
	101,181.00	101,181.00	20,160.66	4,779.66	81,020.34	0.00	100.0%
TOTAL CDBG ECON DEV	0.00	0.00	16,933.70	4,461.11	81,020.34	-97,954.04	100.0%
		TOTAL REVENUES					
	-101,181.00	-101,181.00	-3,226.96	-318.55	0.00	-97,954.04	
		TOTAL EXPENSES					
	101,181.00	101,181.00	20,160.66	4,779.66	81,020.34	0.00	
	GRAND TOTAL	0.00	16,933.70	4,461.11	81,020.34	-97,954.04	100.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
135 LAND CONSERVATION TRUST							
135 36110		INTEREST					
	0.00	0.00	-6,531.52	-784.49	0.00	6,531.52	100.0%
135 36601		DONATIONS/LAND CONSERVATION					
	0.00	0.00	-289,180.00	-350.00	0.00	289,180.00	100.0%
135 36800		CAPITAL CONTRIBUTION					
	0.00	-307,284.00	-307,283.75	0.00	0.00	-0.25	100.0%*
135 38101		FROM GENERAL FUND					
	-1,207,000.00	-1,207,000.00	-1,207,000.00	0.00	0.00	0.00	100.0%
135 56100		LAND					
	1,000,000.00	1,307,284.00	623,849.25	0.00	0.00	683,434.75	47.7%
135 59990		RESERVE					
	207,000.00	207,000.00	0.00	0.00	0.00	207,000.00	.0%
TOTAL LAND CONSERVATION TRUST							
	0.00	0.00	-1,186,146.02	-1,134.49	0.00	1,186,146.02	100.0%
TOTAL REVENUES							
	-1,207,000.00	-1,514,284.00	-1,809,995.27	-1,134.49	0.00	295,711.27	
TOTAL EXPENSES							
	1,207,000.00	1,514,284.00	623,849.25	0.00	0.00	890,434.75	
GRAND TOTAL							
	0.00	0.00	-1,186,146.02	-1,134.49	0.00	1,186,146.02	100.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
140 BUILDING FEES FUND							
140 32200		BUILDING PERMITS					
	-655,000.00	-655,000.00	-442,117.85	-50,517.50	0.00	-212,882.15	67.5%*
140 32202		BUILDING PERMIT-CONSTRUCTION					
	-300,000.00	-300,000.00	-176,651.50	-21,634.50	0.00	-123,348.50	58.9%*
140 32203		BUILDING PERMIT-DEMOLITION					
	-7,500.00	-7,500.00	-4,008.00	-484.00	0.00	-3,492.00	53.4%*
140 32206		BUILDING PERMIT-AFTER THE FACT					
	-5,000.00	-5,000.00	-24,330.00	-2,324.00	0.00	19,330.00	486.6%
140 32207		BUILDING PERMIT-REINSPECTION					
	-3,500.00	-3,500.00	-2,345.00	-245.00	0.00	-1,155.00	67.0%*
140 32208		BUILDING PERMIT-2ND REINSPECT					
	-100.00	-100.00	-630.00	-70.00	0.00	530.00	630.0%
140 32903		SIGN PERMITS					
	-2,250.00	-2,250.00	-3,258.00	-300.00	0.00	1,008.00	144.8%
140 32905		ELECTRICAL PERMITS-GENERAL					
	-60,000.00	-60,000.00	-50,960.00	-5,940.00	0.00	-9,040.00	84.9%*
140 32906		ELECTRICAL PERMITS-TEMPORARY P					
	-8,500.00	-8,500.00	-4,200.00	-375.00	0.00	-4,300.00	49.4%*
140 32908		GAS PERMITS-GENERAL					
	-14,000.00	-14,000.00	-11,920.00	-1,600.00	0.00	-2,080.00	85.1%*
140 32909		GAS PERMITS-LP INSTALLATION					
	-6,000.00	-6,000.00	-3,600.00	-525.00	0.00	-2,400.00	60.0%*
140 32911		MECHANICAL					
	-75,000.00	-75,000.00	-32,741.00	-2,080.00	0.00	-42,259.00	43.7%*
140 32912		PLUMBING PERMITS					
	-35,000.00	-35,000.00	-25,236.00	-2,220.00	0.00	-9,764.00	72.1%*
140 32913		PLUMBING-FIXTURE FEES					
	-25,000.00	-25,000.00	-20,664.00	-602.00	0.00	-4,336.00	82.7%*
140 32920		CDD COPIES MADE FEE					
	0.00	0.00	-379.45	0.00	0.00	379.45	100.0%
140 32960		ADMINISTRATION COST BLDING SU					
	-2,000.00	-2,000.00	-4,124.94	-500.17	0.00	2,124.94	206.2%
140 32980		OTHER MISC PERMITS					
	-1,000.00	-1,000.00	-855.00	-100.00	0.00	-145.00	85.5%*
140 36110		INTEREST					
	0.00	0.00	-21,216.42	-2,164.80	0.00	21,216.42	100.0%
140 36992		GAIN ON SALE OF ASSET					
	-24,000.00	-24,000.00	-26,915.45	-2,184.45	0.00	2,915.45	112.1%
140 38910		CASH BALANCE FORWARD					
	-2,409,892.00	-2,409,892.00	-3,250,862.25	0.00	0.00	840,970.25	134.9%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
140 51200		SALARIES					
	658,235.00	669,588.00	417,065.04	60,800.84	0.00	252,522.96	62.3%
140 51350		PART-TIME					
	40,164.00	40,164.00	7,697.10	0.00	0.00	32,466.90	19.2%
140 51400		OVERTIME					
	5,000.00	15,000.00	6,554.72	0.02	0.00	8,445.28	43.7%
140 52100		FICA					
	53,810.00	54,577.00	31,656.10	4,519.19	0.00	22,920.90	58.0%
140 52200		RETIREMENT					
	150,472.00	152,918.00	101,499.15	14,567.88	0.00	51,418.85	66.4%
140 52300		HEALTH INSUR					
	121,789.00	131,789.00	79,359.29	7,276.33	0.00	52,429.71	60.2%
140 52301		LIFE INSUR					
	3,493.00	3,793.00	2,317.64	235.00	0.00	1,475.36	61.1%
140 52400		WORKERS' COMP					
	10,412.00	10,532.00	8,680.00	868.00	0.00	1,852.00	82.4%
140 53100		PROFESSIONAL SERVICES					
	137,000.00	388,400.00	39,670.16	2,362.50	93,380.00	255,349.84	34.3%
140 53400		CONTRACTUAL					
	109,325.00	101,825.01	44,763.41	691.55	0.00	57,061.60	44.0%
140 54000		TRAINING/TRAVEL					
	49,040.00	49,040.00	12,122.60	1,382.00	0.00	36,917.40	24.7%
140 54100		COMM - PHONE/FAX/ALARM					
	647.00	647.00	657.03	16.82	0.00	-10.03	101.6%*
140 54101		COMMUNICATIONS-CELLULAR					
	4,920.00	12,419.99	7,281.96	1,529.60	0.00	5,138.03	58.6%
140 54500		INSURANCE					
	8,470.00	8,470.00	7,060.00	706.00	0.00	1,410.00	83.4%
140 54610		R/M BLDG & GROUNDS					
	0.00	17,365.00	5,395.25	5,395.25	0.00	11,969.75	31.1%
140 54620		R/M EQUIPMENT					
	685.00	685.00	0.00	0.00	0.00	685.00	.0%
140 54630		R/M VEHICLES-LABOR					
	1,200.00	2,400.00	1,466.50	0.00	0.00	933.50	61.1%
140 54640		R/M VEHICLES-PARTS					
	500.00	8,150.00	8,632.69	4,235.83	0.00	-482.69	105.9%*
140 54700		PRINTING					
	9,675.00	2,175.01	0.00	0.00	0.00	2,175.01	.0%
140 54934		LEGAL/CONTRACTUAL					
	20,825.00	20,825.00	0.00	0.00	0.00	20,825.00	.0%
140 55100		OFFICE SUPPLIES					
	5,000.00	5,000.00	2,198.88	0.00	0.00	2,801.12	44.0%
140 55200		OPERATING SUPPLIES					
	8,680.00	98,429.99	34,926.02	9,967.89	62,000.00	1,503.97	98.5%



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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
140 55210		UNIFORMS					
	4,350.00	4,350.00	1,848.31	364.90	0.00	2,501.69	42.5%
140 55230		GAS/OIL					
	3,500.00	4,000.00	2,793.86	415.98	0.00	1,206.14	69.8%
140 55400		BOOKS/SUBS/DUES					
	21,000.00	21,000.00	7,319.83	2,704.39	0.00	13,680.17	34.9%
140 56400		EQUIPMENT					
	30,000.00	124,671.00	60,994.25	31,556.95	63,113.90	562.85	99.5%
140 56401		NON CAP EQUIP					
	5,400.00	5,400.00	4,389.96	0.00	0.00	1,010.04	81.3%
140 59990		RESERVE					
	2,170,150.00	1,680,128.00	0.00	0.00	0.00	1,680,128.00	.0%
TOTAL BUILDING FEES FUND	0.00	0.00	-3,210,665.11	55,730.50	218,493.90	2,992,171.21	100.0%
TOTAL REVENUES	-3,633,742.00	-3,633,742.00	-4,107,014.86	-93,866.42	0.00	473,272.86	
TOTAL EXPENSES	3,633,742.00	3,633,742.00	896,349.75	149,596.92	218,493.90	2,518,898.35	
GRAND TOTAL	0.00	0.00	-3,210,665.11	55,730.50	218,493.90	2,992,171.21	100.0%

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FOR 2020 10

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
145 WASTEWATER IMPACT							
145 36110		INTEREST					
	-10,800.00	-10,800.00	-9,701.37	-953.95	0.00	-1,098.63	89.8%*
145 36310		IMPACT FEES- INCORPORATED AREA					
	-464,200.00	-464,200.00	-401,354.04	-49,243.03	0.00	-62,845.96	86.5%*
145 36311		IMPACT FEES- UNINCORPORATED					
	-72,531.00	-72,531.00	-23,363.15	-305.44	0.00	-49,167.85	32.2%*
145 38910		CASH BALANCE FORWARD					
	-1,434,998.00	-1,434,998.00	0.00	0.00	0.00	-1,434,998.00	.0%*
145 59230		TRANSFER TO UTIL ACQ DS					
	500,000.00	500,000.00	416,670.00	41,667.00	0.00	83,330.00	83.3%
145 59990		RESERVE					
	1,482,529.00	1,482,529.00	0.00	0.00	0.00	1,482,529.00	.0%
TOTAL WASTEWATER IMPACT	0.00	0.00	-17,748.56	-8,835.42	0.00	17,748.56	100.0%
	TOTAL REVENUES						
	-1,982,529.00	-1,982,529.00	-434,418.56	-50,502.42	0.00	-1,548,110.44	
	TOTAL EXPENSES						
	1,982,529.00	1,982,529.00	416,670.00	41,667.00	0.00	1,565,859.00	
	GRAND TOTAL	0.00	-17,748.56	-8,835.42	0.00	17,748.56	100.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
146 WATER IMPACT							
146 36110		INTEREST					
	0.00	0.00	-2,530.52	-205.56	0.00	2,530.52	100.0%
146 36310		IMPACT FEES- INCORPORATED AREA					
	-191,800.00	-191,800.00	-151,463.68	-19,357.80	0.00	-40,336.32	79.0%*
146 36311		IMPACT FEES- UNINCORPORATED					
	-59,937.00	-59,937.00	-8,274.30	-108.18	0.00	-51,662.70	13.8%*
146 38910		CASH BALANCE FORWARD					
	-433,404.00	-433,404.00	0.00	0.00	0.00	-433,404.00	.0%*
146 59230		TRANSFER TO UTIL ACQ DS					
	340,000.00	340,000.00	283,330.00	28,333.00	0.00	56,670.00	83.3%
146 59990		RESERVE					
	345,141.00	345,141.00	0.00	0.00	0.00	345,141.00	.0%
TOTAL WATER IMPACT							
	0.00	0.00	121,061.50	8,661.46	0.00	-121,061.50	100.0%
TOTAL REVENUES							
	-685,141.00	-685,141.00	-162,268.50	-19,671.54	0.00	-522,872.50	
TOTAL EXPENSES							
	685,141.00	685,141.00	283,330.00	28,333.00	0.00	401,811.00	
GRAND TOTAL							
	0.00	0.00	121,061.50	8,661.46	0.00	-121,061.50	100.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
150 UTILITY TAX							
150 31410							
	-700,376.00	-700,376.00	-747,740.75	-96,060.88	0.00	47,364.75	106.8%
150 31420							
	-659,022.00	-659,022.00	-602,314.54	-61,264.48	0.00	-56,707.46	91.4%*
150 31430							
	0.00	0.00	216.06	18.86	0.00	-216.06	100.0%*
150 31440							
	-110,000.00	-110,000.00	-127,771.27	-15,968.76	0.00	17,771.27	116.2%
150 36110							
	0.00	0.00	-2,763.12	-365.76	0.00	2,763.12	100.0%
150 38910							
	-339,128.00	-339,128.00	0.00	0.00	0.00	-339,128.00	.0%*
150 59100							
	1,500,000.00	1,500,000.00	1,250,000.00	125,000.00	0.00	250,000.00	83.3%
150 59990							
	308,526.00	308,526.00	0.00	0.00	0.00	308,526.00	.0%
TOTAL UTILITY TAX	0.00	0.00	-230,373.62	-48,641.02	0.00	230,373.62	100.0%
TOTAL REVENUES	-1,808,526.00	-1,808,526.00	-1,480,373.62	-173,641.02	0.00	-328,152.38	
TOTAL EXPENSES	1,808,526.00	1,808,526.00	1,250,000.00	125,000.00	0.00	558,526.00	
GRAND TOTAL	0.00	0.00	-230,373.62	-48,641.02	0.00	230,373.62	100.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
170 CEMETERY							
170 32970		BURIAL PERMITS					
	-3,000.00	-3,000.00	-3,080.00	-40.00	0.00	80.00	102.7%
170 34560		MARKER SETTING FEES					
	-2,200.00	-2,200.00	-2,600.00	-120.00	0.00	400.00	118.2%
170 34570		PERPETUAL CARE					
	-50,000.00	-50,000.00	-35,060.75	-4,952.16	0.00	-14,939.25	70.1%*
170 34580		SALE OF LOTS					
	-82,500.00	-82,500.00	-59,081.86	-9,196.86	0.00	-23,418.14	71.6%*
170 36110		INTEREST					
	-10,000.00	-10,000.00	-13,163.63	-671.12	0.00	3,163.63	131.6%
170 36120		UNREALIZED GAIN					
	0.00	0.00	-1,214.85	1,270.79	0.00	1,214.85	100.0%
170 38101		FROM GENERAL FUND					
	-11,300.00	-11,300.00	-9,420.00	-942.00	0.00	-1,880.00	83.4%*
170 38910		CASH BALANCE FORWARD					
	-111,261.00	-111,261.00	0.00	0.00	0.00	-111,261.00	.0%*
170 38913		CASH BAL FOR RESTD CEMET					
	-1,050,322.00	-1,050,322.00	0.00	0.00	0.00	-1,050,322.00	.0%*
170 51200		SALARIES					
	77,162.00	77,162.00	62,774.74	8,817.61	0.00	14,387.26	81.4%
170 51400		OVERTIME					
	2,000.00	2,000.00	2.95	0.00	0.00	1,997.05	.1%
170 52100		FICA					
	6,056.00	6,056.00	4,391.90	633.84	0.00	1,664.10	72.5%
170 52200		RETIREMENT					
	18,488.00	18,488.00	15,041.51	2,112.70	0.00	3,446.49	81.4%
170 52300		HEALTH INSUR					
	26,712.00	26,712.00	22,148.70	2,114.70	0.00	4,563.30	82.9%
170 52301		LIFE INSUR					
	431.00	431.00	360.96	36.19	0.00	70.04	83.7%
170 52400		WORKERS' COMP					
	7,006.00	7,006.00	5,840.00	584.00	0.00	1,166.00	83.4%
170 53200		AUDITING					
	2,265.00	2,265.00	1,890.00	189.00	0.00	375.00	83.4%
170 53400		CONTRACTUAL					
	8,588.00	8,588.00	5,378.02	203.37	0.00	3,209.98	62.6%
170 54101		COMMUNICATIONS-CELLULAR					
	0.00	50.00	17.66	5.52	0.00	32.34	35.3%
170 54300		UTILITIES ELECTRIC					
	3,800.00	3,800.00	986.28	145.35	0.00	2,813.72	26.0%



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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
170 54310		UTILITIES-WATER & WASTEWATER					
	1,000.00	1,000.00	136.41	12.28	0.00	863.59	13.6%
170 54500		INSURANCE					
	2,834.00	2,834.00	2,360.00	236.00	0.00	474.00	83.3%
170 54610		R/M BLDG & GROUNDS					
	13,000.00	13,000.00	4,317.82	12.98	0.00	8,682.18	33.2%
170 54620		R/M EQUIPMENT					
	2,000.00	2,000.00	650.46	175.43	0.00	1,349.54	32.5%
170 54630		R/M VEHICLES-LABOR					
	2,200.00	2,200.00	1,780.00	855.00	0.00	420.00	80.9%
170 54640		R/M VEHICLES-PARTS					
	1,500.00	1,500.00	1,724.65	696.80	0.00	-224.65	115.0%*
170 55200		OPERATING SUPPLIES					
	2,500.00	2,321.00	87.68	0.00	0.00	2,233.32	3.8%
170 55210		UNIFORMS					
	1,200.00	1,200.00	781.07	0.00	0.00	418.93	65.1%
170 55230		GAS/OIL					
	3,000.00	3,000.00	1,782.20	191.15	0.00	1,217.80	59.4%
170 56400		MACH/EQUIP					
	22,000.00	22,129.00	22,128.90	0.00	0.00	0.10	100.0%
170 59990		RESERVE					
	40,236.00	40,236.00	0.00	0.00	0.00	40,236.00	.0%
170 59997		RESERVE REST'D FOR CEMETERY					
	1,076,605.00	1,076,605.00	0.00	0.00	0.00	1,076,605.00	.0%
TOTAL CEMETERY	0.00	0.00	30,960.82	2,370.57	0.00	-30,960.82	100.0%
	TOTAL REVENUES						
	-1,320,583.00	-1,320,583.00	-123,621.09	-14,651.35	0.00	-1,196,961.91	
	TOTAL EXPENSES						
	1,320,583.00	1,320,583.00	154,581.91	17,021.92	0.00	1,166,001.09	
	GRAND TOTAL	0.00	30,960.82	2,370.57	0.00	-30,960.82	100.0%

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FOR 2020 10

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
180 COMM DEVELOP AREA							
180 31110		PROPERTY TAXES					
	-11,453.00	-11,453.00	-11,453.51	-11,453.51	0.00	0.51	100.0%
180 31117		PROPERTY TAXES-COUNTY					
	-13,386.00	-13,386.00	-13,386.37	-13,386.37	0.00	0.37	100.0%
180 36110		INTEREST					
	0.00	0.00	-149.37	-22.87	0.00	149.37	100.0%
180 36991		PARKING REVENUE					
	-1,000.00	-1,000.00	0.00	0.00	0.00	-1,000.00	.0%*
180 38910		CASH BALANCE FORWARD					
	-29,785.00	-29,785.00	0.00	0.00	0.00	-29,785.00	.0%*
180 59990		RESERVE					
	55,624.00	55,624.00	0.00	0.00	0.00	55,624.00	.0%
TOTAL COMM DEVELOP AREA	0.00	0.00	-24,989.25	-24,862.75	0.00	24,989.25	100.0%
	TOTAL REVENUES						
	-55,624.00	-55,624.00	-24,989.25	-24,862.75	0.00	-30,634.75	
	TOTAL EXPENSES						
	55,624.00	55,624.00	0.00	0.00	0.00	55,624.00	
	GRAND TOTAL						
	0.00	0.00	-24,989.25	-24,862.75	0.00	24,989.25	100.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
190 LAW ENFORCE RECOVERY							
190 34210		FEDERAL LAW ENFORCEMENT SUPP					
	-123,726.00	-123,726.00	-92,794.50	-10,310.50	0.00	-30,931.50	75.0%*
190 36110		INTEREST					
	0.00	0.00	-295.45	-24.66	0.00	295.45	100.0%
190 36992		GAIN ON SALE OF ASSET					
	0.00	0.00	-1,675.00	0.00	0.00	1,675.00	100.0%
190 38910		CASH BALANCE FORWARD					
	-97,023.00	-97,023.00	0.00	0.00	0.00	-97,023.00	.0%*
190 53400		CONTRACTUAL					
	0.00	2,200.00	2,200.00	0.00	0.00	0.00	100.0%
190 54000		TRAINING/TRAVEL					
	11,500.00	6,900.00	2,698.20	0.00	0.00	4,201.80	39.1%
190 54921		UNDERCOVER					
	7,000.00	7,000.00	3,000.00	0.00	0.00	4,000.00	42.9%
190 55200		OPERATING SUPPLIES					
	30,000.00	30,000.00	29,676.79	580.25	0.00	323.21	98.9%
190 56400		MACH/EQUIP					
	109,000.00	113,600.00	108,217.41	0.00	0.00	5,382.59	95.3%
190 56401		EQUIP-NON CAPITAL					
	13,000.00	10,800.00	9,604.99	0.00	0.00	1,195.01	88.9%
190 59990		RESERVE					
	50,249.00	50,249.00	0.00	0.00	0.00	50,249.00	.0%
TOTAL LAW ENFORCE RECOVERY							
	0.00	0.00	60,632.44	-9,754.91	0.00	-60,632.44	100.0%
TOTAL REVENUES							
	-220,749.00	-220,749.00	-94,764.95	-10,335.16	0.00	-125,984.05	
TOTAL EXPENSES							
	220,749.00	220,749.00	155,397.39	580.25	0.00	65,351.61	
GRAND TOTAL							
	0.00	0.00	60,632.44	-9,754.91	0.00	-60,632.44	100.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
220 BOND DEBT SERVICE							
220 36110		INTEREST					
	0.00	0.00	-399.03	0.00	0.00	399.03	100.0%
220 38101		FROM GENERAL FUND					
	-423,376.00	-423,376.00	-352,810.00	-35,281.00	0.00	-70,566.00	83.3%*
220 38910		CASH BALANCE FORWARD					
	-4,464.00	-4,464.00	0.00	0.00	0.00	-4,464.00	.0%*
220 57100		PRINCIPAL					
	404,000.00	404,000.00	404,000.00	0.00	0.00	0.00	100.0%
220 57200		INTEREST					
	19,376.00	19,376.00	19,375.60	0.00	0.00	0.40	100.0%
220 59990		RESERVE					
	4,464.00	4,464.00	0.00	0.00	0.00	4,464.00	.0%
TOTAL BOND DEBT SERVICE							
	0.00	0.00	70,166.57	-35,281.00	0.00	-70,166.57	100.0%
TOTAL REVENUES							
	-427,840.00	-427,840.00	-353,209.03	-35,281.00	0.00	-74,630.97	
TOTAL EXPENSES							
	427,840.00	427,840.00	423,375.60	0.00	0.00	4,464.40	
GRAND TOTAL							
	0.00	0.00	70,166.57	-35,281.00	0.00	-70,166.57	100.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
230 UTILITY DEBT SERVICE							
230 36110		INTEREST					
	0.00	0.00	-7,076.34	-1,240.23	0.00	7,076.34	100.0%
230 38140		FROM WW IMPACT FEES					
	-500,000.00	-500,000.00	-416,670.00	-41,667.00	0.00	-83,330.00	83.3%*
230 38141		FROM WATER IMPACT FEES					
	-340,000.00	-340,000.00	-283,330.00	-28,333.00	0.00	-56,670.00	83.3%*
230 38145		FROM WASTEWATER					
	-418,629.00	-418,629.00	-348,860.00	-34,886.00	0.00	-69,769.00	83.3%*
230 38146		FROM WATER					
	-1,495,471.00	-1,495,471.00	-1,246,230.00	-124,623.00	0.00	-249,241.00	83.3%*
230 38910		CASH BALANCE FORWARD					
	-274,000.00	-274,000.00	0.00	0.00	0.00	-274,000.00	.0%*
230 57100		PRINCIPAL					
	1,575,000.00	1,575,000.00	0.00	0.00	0.00	1,575,000.00	.0%
230 57200		INTEREST					
	1,179,100.00	1,179,100.00	589,576.38	0.00	0.00	589,523.62	50.0%
230 59990		RESERVE					
	274,000.00	274,000.00	0.00	0.00	0.00	274,000.00	.0%
TOTAL UTILITY DEBT SERVICE							
	0.00	0.00	-1,712,589.96	-230,749.23	0.00	1,712,589.96	100.0%
TOTAL REVENUES							
	-3,028,100.00	-3,028,100.00	-2,302,166.34	-230,749.23	0.00	-725,933.66	
TOTAL EXPENSES							
	3,028,100.00	3,028,100.00	589,576.38	0.00	0.00	2,438,523.62	
GRAND TOTAL							
	0.00	0.00	-1,712,589.96	-230,749.23	0.00	1,712,589.96	100.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
300 CAPITAL IMPROVEMENT							
300 33324		USACE REFUND					
	0.00	0.00	-224,354.46	0.00	0.00	224,354.46	100.0%
300 33400		STATE GRANT					
	-64,900.00	-64,900.00	-434,722.12	0.00	0.00	369,822.12	669.8%
300 33544		8TH CENT GAS TAX					
	-125,000.00	-125,000.00	-88,320.85	-8,850.43	0.00	-36,679.15	70.7%*
300 33710		COUNTY GRANT					
	-35,100.00	-35,100.00	-103,669.33	4,165.67	0.00	68,569.33	295.4%
300 36110		INTEREST					
	-12,000.00	-12,000.00	-4,512.85	0.00	0.00	-7,487.15	37.6%*
300 38101		FROM GENERAL FUND					
	-1,445,000.00	-1,445,000.00	-1,204,170.00	-120,417.00	0.00	-240,830.00	83.3%*
300 38152		FROM UB					
	-10,700.00	-10,700.00	-8,916.70	-891.67	0.00	-1,783.30	83.3%*
300 38410		LOAN PROCEEDS					
	-525,000.00	-525,000.00	0.00	0.00	0.00	-525,000.00	.0%*
300 38910		CASH BALANCE FORWARD					
	-374,437.00	-374,437.00	0.00	0.00	0.00	-374,437.00	.0%*
TOTAL CAPITAL IMPROVEMENT							
	-2,592,137.00	-2,592,137.00	-2,068,666.31	-125,993.43	0.00	-523,470.69	79.8%
TOTAL REVENUES							
	-2,592,137.00	-2,592,137.00	-2,068,666.31	-125,993.43	0.00	-523,470.69	
GRAND TOTAL							
	-2,592,137.00	-2,592,137.00	-2,068,666.31	-125,993.43	0.00	-523,470.69	79.8%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
3001000 GENERAL GOVERNMENT							
3001000 57100	PRINCIPAL						
	685,090.00	685,090.00	233,609.72	0.00	0.00	451,480.28	34.1%
3001000 57200	INTEREST						
	16,301.00	16,301.00	9,820.43	0.00	0.00	6,480.57	60.2%
3001000 57310	BOND EXPENSE						
	700.00	700.00	630.00	0.00	0.00	70.00	90.0%
3001000 59990	RESERVE						
	4,546.00	4,546.00	0.00	0.00	0.00	4,546.00	.0%
TOTAL GENERAL GOVERNMENT	706,637.00	706,637.00	244,060.15	0.00	0.00	462,576.85	34.5%
TOTAL EXPENSES	706,637.00	706,637.00	244,060.15	0.00	0.00	462,576.85	
3001310 CAP IMP IT							
3001310 56400	EQUIPMENT						
	125,000.00	125,000.00	108,726.01	14,281.68	16,593.02	-319.03	100.3%*
TOTAL CAP IMP IT	125,000.00	125,000.00	108,726.01	14,281.68	16,593.02	-319.03	100.3%
TOTAL EXPENSES	125,000.00	125,000.00	108,726.01	14,281.68	16,593.02	-319.03	
3002100 CAP IMP POLICE							
3002100 56400	EQUIPMENT						
	55,000.00	55,000.00	7,103.13	3,305.10	38,665.33	9,231.54	83.2%
TOTAL CAP IMP POLICE	55,000.00	55,000.00	7,103.13	3,305.10	38,665.33	9,231.54	83.2%
TOTAL EXPENSES	55,000.00	55,000.00	7,103.13	3,305.10	38,665.33	9,231.54	
3002200 CAP IMP FIRE							
3002200 56400	MACH/EQUIP						
	525,000.00	525,000.00	288,577.41	0.00	231,522.59	4,900.00	99.1%

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3002200 CAP IMP FIRE	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
TOTAL CAP IMP FIRE	525,000.00	525,000.00	288,577.41	0.00	231,522.59	4,900.00	99.1%
TOTAL EXPENSES	525,000.00	525,000.00	288,577.41	0.00	231,522.59	4,900.00	
3004100 CAP IMP STREETS							
3004100 56311	117,000.00	115,185.00	112,764.38	4,540.24	0.00	2,420.62	97.9%
3004100 56312	37,000.00	37,000.00	36,782.05	0.00	0.00	217.95	99.4%
3004100 56320	462,500.00	464,315.00	462,126.90	0.00	0.00	2,188.10	99.5%
3004100 56500	250,000.00	250,000.00	0.00	0.00	0.00	250,000.00	.0%
TOTAL CAP IMP STREETS	866,500.00	866,500.00	611,673.33	4,540.24	0.00	254,826.67	70.6%
TOTAL EXPENSES	866,500.00	866,500.00	611,673.33	4,540.24	0.00	254,826.67	
3007200 CAP IMP REC							
3007200 56327	65,000.00	65,000.00	0.00	0.00	0.00	65,000.00	.0%
3007200 56331	35,000.00	35,000.00	4,786.00	788.00	25,214.00	5,000.00	85.7%
3007200 56365	0.00	0.00	2,375.00	0.00	0.00	-2,375.00	100.0%*
TOTAL CAP IMP REC	100,000.00	100,000.00	7,161.00	788.00	25,214.00	67,625.00	32.4%
TOTAL EXPENSES	100,000.00	100,000.00	7,161.00	788.00	25,214.00	67,625.00	
3007210 PARKS IMPROVEMENTS							
3007210 56300	84,000.00	83,670.00	8,168.02	0.00	15,000.00	60,501.98	27.7%



FOR 2020 10							
3007210	PARKS IMPROVEMENTS						
	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
	TOTAL PARKS IMPROVEMENTS						
	84,000.00	83,670.00	8,168.02	0.00	15,000.00	60,501.98	27.7%
	TOTAL EXPENSES						
	84,000.00	83,670.00	8,168.02	0.00	15,000.00	60,501.98	
3007220	CAP IMP PECK						
3007220 56300	IMPROVEMENTS						
	55,000.00	55,330.00	55,329.35	0.00	0.00	0.65	100.0%
	TOTAL CAP IMP PECK						
	55,000.00	55,330.00	55,329.35	0.00	0.00	0.65	100.0%
	TOTAL EXPENSES						
	55,000.00	55,330.00	55,329.35	0.00	0.00	0.65	
3007225	MLK CENTER						
3007225 56300	IMPROVEMENTS						
	75,000.00	75,000.00	31,956.31	2,413.69	0.00	43,043.69	42.6%
	TOTAL MLK CENTER						
	75,000.00	75,000.00	31,956.31	2,413.69	0.00	43,043.69	42.6%
	TOTAL EXPENSES						
	75,000.00	75,000.00	31,956.31	2,413.69	0.00	43,043.69	
	GRAND TOTAL						
	2,592,137.00	2,592,137.00	1,362,754.71	25,328.71	326,994.94	902,387.35	65.2%

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Revenues	(\$2,068,666)
Expenses	<u>\$1,362,755</u>
Net	(\$ 705,911)

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ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
310 CAPITAL EXPANSION						
310 33400	STATE GRANT					
	0.00 -75,000.00	-74,991.50	0.00	0.00	-8.50	100.0%*
310 36110	INTEREST					
	-10,000.00 -10,000.00	-31,079.93	-2,540.62	0.00	21,079.93	310.8%
310 38410	LOAN PROCEEDS					
	-1,500,000.00 -1,500,000.00	0.00	0.00	0.00	-1,500,000.00	.0%*
TOTAL CAPITAL EXPANSION						
	-1,510,000.00 -1,585,000.00	-106,071.43	-2,540.62	0.00	-1,478,928.57	6.7%
TOTAL REVENUES						
	-1,510,000.00 -1,585,000.00	-106,071.43	-2,540.62	0.00	-1,478,928.57	
3101000 CAP EXP ADMIN						
3101000 32410	IMPACT FEES ADMIN					
	-221,500.00 -221,500.00	-83,719.02	-5,966.32	0.00	-137,780.98	37.8%*
3101000 38910	CASH BALANCE FORWARD					
	-798,766.00 -798,766.00	0.00	0.00	0.00	-798,766.00	.0%*
TOTAL CAP EXP ADMIN						
	-1,020,266.00 -1,020,266.00	-83,719.02	-5,966.32	0.00	-936,546.98	8.2%
TOTAL REVENUES						
	-1,020,266.00 -1,020,266.00	-83,719.02	-5,966.32	0.00	-936,546.98	
3102100 CAP EXP POLICE						
3102100 32421	IMPACT FEES POLICE					
	-132,000.00 -132,000.00	-49,891.23	-3,555.55	0.00	-82,108.77	37.8%*
3102100 38910	CASH BALANCE FORWARD					
	-208,431.00 -208,431.00	0.00	0.00	0.00	-208,431.00	.0%*
TOTAL CAP EXP POLICE						
	-340,431.00 -340,431.00	-49,891.23	-3,555.55	0.00	-290,539.77	14.7%
TOTAL REVENUES						
	-340,431.00 -340,431.00	-49,891.23	-3,555.55	0.00	-290,539.77	
3102200 CAP EXP FIRE						
3102200 32422	IMPACT FEES FIRE					



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3102200 CAP EXP FIRE	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
	-180,000.00	-180,000.00	-68,033.52	-4,848.48	0.00	-111,966.48	37.8%*
3102200 38910	CASH BALANCE FORWARD						
	-602,072.00	-602,072.00	0.00	0.00	0.00	-602,072.00	.0%*
TOTAL CAP EXP FIRE	-782,072.00	-782,072.00	-68,033.52	-4,848.48	0.00	-714,038.48	8.7%
TOTAL REVENUES	-782,072.00	-782,072.00	-68,033.52	-4,848.48	0.00	-714,038.48	
3107200 CAP EXP RECREATION							
3107200 32470	IMPACT FEES RECREATION						
	-1,442,500.00	-1,442,500.00	-373,621.92	-38,624.37	0.00	-1,068,878.08	25.9%*
3107200 38910	CASH BALANCE FORWARD						
	-2,595,960.00	-2,595,960.00	0.00	0.00	0.00	-2,595,960.00	.0%*
TOTAL CAP EXP RECREATION	-4,038,460.00	-4,038,460.00	-373,621.92	-38,624.37	0.00	-3,664,838.08	9.3%
TOTAL REVENUES	-4,038,460.00	-4,038,460.00	-373,621.92	-38,624.37	0.00	-3,664,838.08	
GRAND TOTAL	-7,691,229.00	-7,766,229.00	-681,337.12	-55,535.34	0.00	-7,084,891.88	8.8%

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ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
3101000 CAP EXP ADMIN						
3101000 56200	BUILDING					
1,500,000.00	1,500,000.00	0.00	0.00	0.00	1,500,000.00	.0%
3101000 56368	MAIN STREET IMPROVEMENTS					
0.00	25,600.00	29,847.08	0.00	0.00	-4,247.08	116.6%*
3101000 56500	INFRASTRUCTURE					
50,500.00	50,500.00	19,226.06	216.00	0.00	31,273.94	38.1%
3101000 59990	RESERVE					
971,666.00	946,066.00	0.00	0.00	0.00	946,066.00	.0%
TOTAL CAP EXP ADMIN						
2,522,166.00	2,522,166.00	49,073.14	216.00	0.00	2,473,092.86	1.9%
TOTAL EXPENSES						
2,522,166.00	2,522,166.00	49,073.14	216.00	0.00	2,473,092.86	
3102100 CAP EXP POLICE						
3102100 59990	RESERVE					
340,927.00	340,927.00	0.00	0.00	0.00	340,927.00	.0%
TOTAL CAP EXP POLICE						
340,927.00	340,927.00	0.00	0.00	0.00	340,927.00	.0%
TOTAL EXPENSES						
340,927.00	340,927.00	0.00	0.00	0.00	340,927.00	
3102200 CAP EXP FIRE						
3102200 56200	BUILDING					
0.00	285,750.00	133,035.00	19,785.00	152,715.00	0.00	100.0%
3102200 56400	MACH/EQUIP					
182,044.00	42,044.00	0.00	0.00	15,645.36	26,398.64	37.2%
3102200 59990	RESERVE					
601,459.00	455,709.00	0.00	0.00	0.00	455,709.00	.0%
TOTAL CAP EXP FIRE						
783,503.00	783,503.00	133,035.00	19,785.00	168,360.36	482,107.64	38.5%
TOTAL EXPENSES						
783,503.00	783,503.00	133,035.00	19,785.00	168,360.36	482,107.64	



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3107200 CAP EXP RECREATION	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
3107200 CAP EXP RECREATION							
3107200 56100	LAND						
	0.00	900,000.00	875.00	0.00	0.00	899,125.00	.1%
3107200 56200	BUILDING						
	655,000.00	655,000.00	268,965.26	2,520.00	36,075.00	349,959.74	46.6%
3107200 56300	IMPROVEMENTS						
	1,601,500.00	1,676,500.00	753,948.36	32,937.20	288,784.80	633,766.84	62.2%
3107200 56400	MACH/EQUIP						
	18,000.00	18,000.00	17,405.00	0.00	0.00	595.00	96.7%
3107200 56500	INFRASTRUCTURE						
	900,000.00	0.00	0.00	0.00	0.00	0.00	.0%
3107200 59990	RESERVE						
	870,133.00	870,133.00	0.00	0.00	0.00	870,133.00	.0%
TOTAL CAP EXP RECREATION							
	4,044,633.00	4,119,633.00	1,041,193.62	35,457.20	324,859.80	2,753,579.58	33.2%
TOTAL EXPENSES							
	4,044,633.00	4,119,633.00	1,041,193.62	35,457.20	324,859.80	2,753,579.58	
GRAND TOTAL							
	7,691,229.00	7,766,229.00	1,223,301.76	55,458.20	493,220.16	6,049,707.08	22.1%

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Revenues	(\$ 681,337)
Expenses	\$1,223,302
Net	\$ 541,965



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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
330 WASTEWATER IMPROVEMENT							
330 36110		INTEREST					
	0.00	0.00	-43,121.06	-4,129.70	0.00	43,121.06	100.0%
330 36120		UNREALIZED GAIN					
	0.00	0.00	230.99	273.30	0.00	-230.99	100.0%*
330 38145		FROM WASTEWATER					
	-1,500,000.00	-1,500,000.00	-1,250,000.00	-125,000.00	0.00	-250,000.00	83.3%*
330 38910		CASH BALANCE FORWARD					
	-4,988,400.00	-4,988,400.00	0.00	0.00	0.00	-4,988,400.00	.0%*
330 59990		RESERVE					
	6,488,400.00	6,488,400.00	0.00	0.00	0.00	6,488,400.00	.0%
TOTAL WASTEWATER IMPROVEMENT							
	0.00	0.00	-1,292,890.07	-128,856.40	0.00	1,292,890.07	100.0%
TOTAL REVENUES							
	-6,488,400.00	-6,488,400.00	-1,292,890.07	-128,856.40	0.00	-5,195,509.93	
TOTAL EXPENSES							
	6,488,400.00	6,488,400.00	0.00	0.00	0.00	6,488,400.00	
GRAND TOTAL							
	0.00	0.00	-1,292,890.07	-128,856.40	0.00	1,292,890.07	100.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
410 GOLF							
410 33120		FEMA GRANT					
	0.00	0.00	-707.88	0.00	0.00	707.88	100.0%
410 34710		GREEN FEES					
	-283,185.00	-283,185.00	-291,622.67	-37,735.30	0.00	8,437.67	103.0%
410 34713		GOLF CARTS					
	-456,931.00	-456,931.00	-270,517.71	-31,834.11	0.00	-186,413.29	59.2%*
410 34714		RANGE FEES					
	-45,370.00	-45,370.00	-22,075.63	0.00	0.00	-23,294.37	48.7%*
410 34715		PRO SHOP SALES					
	-74,352.00	-74,352.00	-48,394.12	-7,622.60	0.00	-25,957.88	65.1%*
410 34716		SNACK BAR SALES					
	-327,822.00	-327,822.00	-208,405.48	-13,524.86	0.00	-119,416.52	63.6%*
410 34718		FACILITY RENTAL					
	-41,748.00	-41,748.00	-37,321.69	-90.59	0.00	-4,426.31	89.4%*
410 34719		SCHOOL OF GOLF					
	-3,600.00	-3,600.00	LY \$105,394.55 0.00	0.00	0.00	-3,600.00	.0%*
410 34733		MEMBERSHIPS					
	-134,642.00	-134,642.00	-107,071.84	-2,954.78	0.00	-27,570.16	79.5%*
410 36990		OTHER REVENUE					
	-22,292.00	-22,292.00	-22,381.06	-1,362.86	0.00	89.06	100.4%
410 36992		GAIN ON SALE OF ASSET					
	0.00	0.00	10,223.80	0.00	0.00	-10,223.80	100.0%*
410 38101		FROM GENERAL FUND					
	-220,000.00	-715,000.00	-678,340.00	-18,334.00	0.00	-36,660.00	94.9%*
410 38910		CASH BALANCE FORWARD					
	1,001,163.00	1,001,163.00	0.00	0.00	0.00	1,001,163.00	.0%
410 52350		OPEB COSTS					
	878.00	878.00	730.00	73.00	0.00	148.00	83.1%
410 53100		PROFESSIONAL SERVICES					
	0.00	2,723.00	3,138.48	138.75	0.00	-415.48	115.3%*
410 53200		AUDITING					
	6,795.00	6,795.00	5,660.00	566.00	0.00	1,135.00	83.3%
410 53400		CONTRACTUAL					
	648,744.00	648,744.00	520,709.54	55,438.97	0.00	128,034.46	80.3%
410 54000		TRAINING/TRAVEL					
	6,768.00	6,768.00	2,056.81	0.00	0.00	4,711.19	30.4%
410 54100		COMM - PHONE/FAX/ALARM					
	1,200.00	1,200.00	568.76	0.00	0.00	631.24	47.4%
410 54101		COMMUNICATIONS-CELLULAR					
	2,520.00	2,520.00	560.00	70.00	0.00	1,960.00	22.2%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
410 54103		COMMUNICATIONS-INTERNET					
	7,900.00	7,900.00	2,363.16	203.79	0.00	5,536.84	29.9%
410 54200		POSTAGE					
	600.00	600.00	645.18	42.75	0.00	-45.18	107.5%*
410 54300		UTILITIES ELECTRIC					
	64,200.00	64,200.00	47,015.41	8,992.44	0.00	17,184.59	73.2%
410 54310		UTILITIES-WATER & WASTEWATER					
	9,050.00	9,050.00	11,242.27	831.96	0.00	-2,192.27	124.2%*
410 54400		RENTALS/LEASES					
	7,560.00	7,560.00	5,530.08	829.58	0.00	2,029.92	73.1%
410 54500		INSURANCE					
	71,400.00	71,400.00	68,725.74	5,950.00	0.00	2,674.26	96.3%
410 54610		R/M BLDG & GROUNDS					
	1,200.00	17,200.00	16,267.00	766.24	0.00	933.00	94.6%
410 54620		R/M EQUIPMENT					
	49,200.00	49,200.00	36,084.23	3,538.18	0.00	13,115.77	73.3%
410 54800		PROMOTIONAL					
	32,175.00	32,175.00	22,335.63	3,551.43	0.00	9,839.37	69.4%
410 54900		MISC EXPENSE					
	0.00	799.00	798.67	0.00	0.00	0.33	100.0%
410 55100		OFFICE SUPPLIES					
	1,956.00	1,956.00	1,103.98	96.19	0.00	852.02	56.4%
410 55200		OPERATING SUPPLIES					
	174,608.00	174,608.00	124,576.57	19,476.37	0.00	50,031.43	71.3%
410 55210		UNIFORMS					
	7,200.00	7,200.00	5,412.73	592.19	0.00	1,787.27	75.2%
410 55230		GAS/OIL					
	30,600.00	27,078.00	16,904.12	1,669.19	0.00	10,173.88	62.4%
410 55400		BOOKS/SUBS/DUES					
	7,900.00	7,900.00	4,508.75	186.50	0.00	3,391.25	57.1%
410 55545		PRO SHOP COST OF SALES					
	46,098.00	46,098.00	29,009.43	4,674.38	0.00	17,088.57	62.9%
410 55550		F&B COST OF SALES					
	141,537.00	141,537.00	99,235.35	9,679.09	0.00	42,301.65	70.1%
410 55555		F&B PERSONNEL COSTS					
	114,222.00	114,222.00	87,427.50	10,031.26	0.00	26,794.50	76.5%
410 56200		BUILDING					
	45,000.00	29,000.00	0.00	0.00	0.00	29,000.00	.0%
410 56300		IMPROVEMENTS					
	40,000.00	535,000.00	42,096.15	36,029.86	133,160.00	359,743.85	32.8%
410 56400		MACH/EQUIP					
	75,000.00	75,000.00	64,868.39	0.00	0.00	10,131.61	86.5%
410 57100		PRINCIPAL					
	175,722.00	175,722.00	0.00	0.00	0.00	175,722.00	.0%



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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
410 57200		INTEREST					
	7,301.00	7,301.00	2,772.95	91.06	0.00	4,528.05	38.0%
410 59990		RESERVE					
	-1,168,555.00	-1,168,555.00	0.00	0.00	0.00	-1,168,555.00	.0%*
TOTAL GOLF	0.00	0.00	-454,267.40	50,060.08	133,160.00	321,107.40	100.0%
	TOTAL REVENUES						
	-608,779.00	-1,103,779.00	-1,676,614.28	-113,459.10	0.00	572,835.28	
	TOTAL EXPENSES						
	608,779.00	1,103,779.00	1,222,346.88	163,519.18	133,160.00	-251,727.88	
	GRAND TOTAL						
	0.00	0.00	-454,267.40	50,060.08	133,160.00	321,107.40	100.0%

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Golf	Budget		July YTD	
Pro Shop Sales	74,352.00		48,394.12	
Cost of Good Sold	<u>46,098.00</u>		<u>29,009.43</u>	
Profit/(Loss)	28,254.00	61.3%	19,384.69	66.8%
F&B Sales	327,822.00		208,405.48	
Cost of Good Sold	<u>255,759.00</u>		<u>186,662.85</u>	
Profit/(Loss)	72,063.00	28.2%	21,742.63	11.7%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
420 AIRPORT							
420 33220		FAA GRANT					
	-2,143,000.00	-2,143,000.00	-168,373.42	-22,028.42	0.00	-1,974,626.58	7.9%*
420 33323		FDOT GRANT					
	-505,500.00	-505,500.00	-120,485.64	-86,297.04	0.00	-385,014.36	23.8%*
420 34704		RENTALS NON-TAXABLE					
	0.00	0.00	-750.00	-70.00	0.00	750.00	100.0%
420 34720		RENTALS					
	0.00	0.00	-1,286.58	-206.58	0.00	1,286.58	100.0%
420 34970		FUEL FLOW FEES					
	-24,800.00	-24,800.00	-19,829.84	-1,862.08	0.00	-4,970.16	80.0%*
420 34971		LEASE PAYMENTS-LAND LEASE					
	-69,797.00	-69,797.00	-78,253.94	-9,173.58	0.00	8,456.94	112.1%
420 34972		BUILDING LEASE					
	0.00	0.00	-4,766.63	-433.33	0.00	4,766.63	100.0%
420 34973		LAND LEASE- AMELIA RIVER					
	-205,960.00	-205,960.00	-178,949.77	-18,339.85	0.00	-27,010.23	86.9%*
420 34974		LAND LEASE PAYMENTS-NON TAXABL					
	-37,105.00	-37,105.00	-32,381.23	-3,163.86	0.00	-4,723.77	87.3%*
420 34975		RENT/LEASE PAYMENTS					
	-293,707.00	-293,707.00	-246,845.39	-22,733.00	0.00	-46,861.61	84.0%*
420 34976		8 FLAGS RENT (TAXABLE)					
	-67,017.00	-67,017.00	-41,241.42	-4,606.22	0.00	-25,775.58	61.5%*
420 34978		8 FLAGS RENT NON-TAXABLE					
	-50,266.00	-50,266.00	-54,046.26	-5,284.25	0.00	3,780.26	107.5%
420 34979		TRANSIENT REVENUE					
	0.00	0.00	-5,070.00	-1,815.00	0.00	5,070.00	100.0%
420 36110		INTEREST					
	0.00	0.00	-4,488.28	-498.61	0.00	4,488.28	100.0%
420 36990		OTHER REVENUE					
	-112,650.00	-112,650.00	-75,829.66	-98.33	0.00	-36,820.34	67.3%*
420 36991		AIRCRAFT PARKING REVENUE					
	-2,004.00	-2,004.00	-1,700.00	-850.00	0.00	-304.00	84.8%*
420 36992		GAIN ON SALE OF ASSET					
	0.00	0.00	7,930.14	0.00	0.00	-7,930.14	100.0%*
420 36995		LATE FEES					
	0.00	0.00	-1,288.61	0.00	0.00	1,288.61	100.0%
420 38910		CASH BALANCE FORWARD					
	-173,581.00	-173,581.00	0.00	0.00	0.00	-173,581.00	.0%*
420 51200		SALARIES					
	128,570.00	128,570.00	106,837.64	15,008.10	0.00	21,732.36	83.1%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
420 51350		PART-TIME					
	15,809.00	15,809.00	0.00	0.00	0.00	15,809.00	.0%
420 52100		FICA					
	11,045.00	11,045.00	7,442.02	1,076.21	0.00	3,602.98	67.4%
420 52200		RETIREMENT					
	30,806.00	30,806.00	25,595.36	3,595.95	0.00	5,210.64	83.1%
420 52300		HEALTH INSUR					
	29,687.00	29,687.00	24,661.68	2,355.58	0.00	5,025.32	83.1%
420 52301		LIFE INSUR					
	713.00	713.00	613.35	61.57	0.00	99.65	86.0%
420 52350		OPEB COSTS					
	1,756.00	1,756.00	1,460.00	146.00	0.00	296.00	83.1%
420 52400		WORKERS' COMP					
	3,150.00	3,150.00	2,630.00	263.00	0.00	520.00	83.5%
420 53100		PROFESSIONAL SERVICES					
	25,000.00	25,000.00	12,750.00	0.00	3,500.00	8,750.00	65.0%
420 53200		AUDITING					
	6,795.00	6,795.00	5,660.00	566.00	0.00	1,135.00	83.3%
420 53400		CONTRACTUAL					
	54,790.00	54,790.00	27,569.31	760.89	0.00	27,220.69	50.3%
420 54000		TRAINING/TRAVEL					
	3,000.00	3,000.00	17.51	0.00	0.00	2,982.49	.6%
420 54100		COMM - PHONE/FAX/ALARM					
	2,203.00	2,203.00	1,403.39	151.38	0.00	799.61	63.7%
420 54101		COMMUNICATIONS-CELLULAR					
	2,000.00	2,000.00	1,104.90	105.02	0.00	895.10	55.2%
420 54103		COMMUNICATIONS-INTERNET					
	5,750.00	5,750.00	1,669.50	185.50	0.00	4,080.50	29.0%
420 54200		POSTAGE					
	100.00	100.00	43.40	7.10	0.00	56.60	43.4%
420 54300		UTILITIES ELECTRIC					
	42,000.00	40,600.00	25,553.27	49.04	0.00	15,046.73	62.9%
420 54310		UTILITIES-WATER & WASTEWATER					
	13,400.00	13,400.00	6,664.15	709.89	0.00	6,735.85	49.7%
420 54500		INSURANCE					
	42,349.00	42,349.00	35,290.00	3,529.00	0.00	7,059.00	83.3%
420 54610		R/M BLDG & GROUNDS					
	94,000.00	93,600.00	77,243.62	14,756.00	0.00	16,356.38	82.5%
420 54620		R/M EQUIPMENT					
	1,500.00	1,500.00	53.96	0.00	0.00	1,446.04	3.6%
420 54630		R/M VEHICLES-LABOR					
	4,600.00	6,000.00	5,061.25	258.75	0.00	938.75	84.4%
420 54640		R/M VEHICLES-PARTS					
	5,000.00	6,500.00	6,015.12	155.82	0.00	484.88	92.5%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
420 54700		PRINTING					
	1,057.00	1,057.00	0.00	0.00	0.00	1,057.00	.0%
420 54800		PROMOTIONAL					
	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	.0%
420 54910		BILLING COSTS					
	7,300.00	7,300.00	6,080.00	608.00	0.00	1,220.00	83.3%
420 55100		OFFICE SUPPLIES					
	7,300.00	2,907.00	616.53	32.08	0.00	2,290.47	21.2%
420 55200		OPERATING SUPPLIES					
	2,285.00	2,285.00	395.94	0.00	0.00	1,889.06	17.3%
420 55210		UNIFORMS					
	400.00	400.00	24.00	0.00	0.00	376.00	6.0%
420 55230		GAS/OIL					
	5,000.00	6,500.00	4,780.78	875.95	0.00	1,719.22	73.6%
420 55400		BOOKS/SUBS/DUES					
	525.00	725.00	655.00	0.00	0.00	70.00	90.3%
420 56300		IMPROVEMENTS					
	2,860,250.00	2,965,585.00	397,368.70	136,079.30	651,108.42	1,917,107.88	35.4%
420 56400		MACH/EQUIP					
	30,000.00	30,200.00	30,172.62	0.00	0.00	27.38	99.9%
420 56401		EQUIP-NON CAPITAL					
	1,000.00	2,393.00	2,393.00	0.00	0.00	0.00	100.0%
420 57100		PRINCIPAL					
	79,000.00	79,000.00	0.00	0.00	0.00	79,000.00	.0%
420 57200		INTEREST					
	35,005.00	35,005.00	17,814.77	0.00	0.00	17,190.23	50.9%
420 59990		RESERVE					
	131,242.00	25,907.00	0.00	0.00	0.00	25,907.00	.0%
TOTAL AIRPORT	0.00	0.00	-192,015.76	3,875.98	654,608.42	-462,592.66	100.0%
TOTAL REVENUES							
-3,685,387.00		-3,685,387.00	-1,027,656.53	-177,460.15	0.00	-2,657,730.47	
TOTAL EXPENSES							
3,685,387.00		3,685,387.00	835,640.77	181,336.13	654,608.42	2,195,137.81	
GRAND TOTAL	0.00	0.00	-192,015.76	3,875.98	654,608.42	-462,592.66	100.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
440 SANITATION							
			LY \$1,995,866.88				
440 34340		GARBAGE FEES					
	-2,520,960.00	-2,520,960.00	-2,196,296.74	-227,193.56	0.00	-324,663.26	87.1%*
440 36110		INTEREST					
	0.00	0.00	-1,566.17	-72.33	0.00	1,566.17	100.0%
440 36990		OTHER REVENUE					
	-19,000.00	-19,000.00	-47,791.81	-29,671.82	0.00	28,791.81	251.5%
440 38910		CASH BALANCE FORWARD					
	-102,008.00	-102,008.00	0.00	0.00	0.00	-102,008.00	.0%*
440 53200		AUDITING					
	6,795.00	6,795.00	5,660.00	566.00	0.00	1,135.00	83.3%
440 53400		CONTRACTUAL					
	125,000.00	123,500.00	37,439.27	9,327.96	0.00	86,060.73	30.3%
440 53440		SANITATION SERVICES EXPENSE					
	2,291,553.00	2,291,553.00	1,857,021.01	223,911.37	0.00	434,531.99	81.0%
440 53444		RECYCLING SERVICES					
	20,000.00	20,000.00	16,670.00	1,667.00	0.00	3,330.00	83.4%
440 54910		BILLING COSTS					
	92,000.00	92,000.00	76,670.00	7,667.00	0.00	15,330.00	83.3%
440 55200		OPERATING SUPPLIES					
	700.00	2,200.00	1,789.70	223.00	0.00	410.30	81.4%
440 55644		NON PROFIT KNB					
	5,000.00	5,000.00	789.19	538.74	0.00	4,210.81	15.8%
440 56401		NON CAP EQUIP					
	15,000.00	15,000.00	0.00	0.00	13,055.00	1,945.00	87.0%
440 59100		TRANSFER TO GENERAL FUND					
	36,000.00	36,000.00	30,000.00	3,000.00	0.00	6,000.00	83.3%
440 59990		RESERVE					
	49,920.00	49,920.00	0.00	0.00	0.00	49,920.00	.0%
TOTAL SANITATION	0.00	0.00	-219,615.55	-10,036.64	13,055.00	206,560.55	100.0%
		TOTAL REVENUES					
	-2,641,968.00	-2,641,968.00	-2,245,654.72	-256,937.71	0.00	-396,313.28	
		TOTAL EXPENSES					
	2,641,968.00	2,641,968.00	2,026,039.17	246,901.07	13,055.00	602,873.83	
		GRAND TOTAL					
	0.00	0.00	-219,615.55	-10,036.64	13,055.00	206,560.55	100.0%

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ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
450 WASTEWATER		LY \$4,813,439.92				
450 34345	WASTEWATER CHARGES					
-6,005,917.00	-6,005,917.00	-5,010,352.02	-524,066.68	0.00	-995,564.98	83.4%*
450 34530	SEPTIC DUMPING					
-35,000.00	-35,000.00	-45,899.00	-3,974.40	0.00	10,899.00	131.1%
450 34535	WASTEWATER TAP FEES					
-31,250.00	-31,250.00	-31,250.00	-5,750.00	0.00	0.00	100.0%
450 34910	WASTEWATER MISCELLANEOUS FEES					
-5,000.00	-5,000.00	-43,507.15	-2,000.00	0.00	38,507.15	870.1%
450 36110	INTEREST					
-90,000.00	-90,000.00	-104,008.72	-7,923.51	0.00	14,008.72	115.6%
450 36120	UNREALIZED GAIN					
0.00	0.00	230.99	273.30	0.00	-230.99	100.0%*
450 36992	GAIN ON SALE OF ASSET					
0.00	0.00	-602.50	0.00	0.00	602.50	100.0%
450 38910	CASH BALANCE FORWARD					
-6,017,119.00	-6,017,119.00	0.00	0.00	0.00	-6,017,119.00	.0%*
450 51200	SALARIES					
568,299.00	568,299.00	459,777.45	64,491.04	0.00	108,521.55	80.9%
450 51350	PART-TIME					
31,948.00	31,948.00	16,614.43	3,019.24	0.00	15,333.57	52.0%
450 51400	OVERTIME					
100,000.00	107,499.00	99,852.01	6,217.07	0.00	7,646.99	92.9%
450 52100	FICA					
53,569.00	53,569.00	41,367.31	5,436.90	0.00	12,201.69	77.2%
450 52200	RETIREMENT					
139,656.00	139,656.00	131,219.41	16,803.67	0.00	8,436.59	94.0%
450 52300	HEALTH INSUR					
168,423.00	168,423.00	136,610.51	12,291.50	0.00	31,812.49	81.1%
450 52301	LIFE INSUR					
3,158.00	3,158.00	2,703.88	266.96	0.00	454.12	85.6%
450 52350	OPEB COSTS					
15,361.00	15,361.00	12,800.00	1,280.00	0.00	2,561.00	83.3%
450 52400	WORKERS' COMP					
20,189.00	20,189.00	16,820.00	1,682.00	0.00	3,369.00	83.3%
450 53200	AUDITING					
14,345.00	14,345.00	11,950.00	1,195.00	0.00	2,395.00	83.3%
450 53400	CONTRACTUAL					
251,098.00	251,098.00	136,231.55	12,319.82	0.00	114,866.45	54.3%
450 54000	TRAINING/TRAVEL					
16,375.00	14,375.00	4,420.00	195.00	0.00	9,955.00	30.7%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
450 54100		COMM - PHONE/FAX/ALARM					
	3,555.00	3,555.00	623.57	67.48	0.00	2,931.43	17.5%
450 54101		COMMUNICATIONS-CELLULAR					
	2,400.00	2,400.00	2,098.03	215.85	0.00	301.97	87.4%
450 54103		COMMUNICATIONS-INTERNET					
	1,635.00	3,635.00	2,794.16	292.25	0.00	840.84	76.9%
450 54200		POSTAGE					
	3,000.00	3,000.00	433.49	23.42	0.00	2,566.51	14.4%
450 54300		UTILITIES ELECTRIC					
	190,000.00	182,501.00	134,983.39	13,868.29	0.00	47,517.61	74.0%
450 54310		UTILITIES-WATER & WASTEWATER					
	31,287.00	31,287.00	19,820.82	2,396.47	0.00	11,466.18	63.4%
450 54320		UTILITIES-PROPANE/OTHER					
	7,800.00	7,800.00	0.00	0.00	0.00	7,800.00	.0%
450 54500		INSURANCE					
	71,388.00	71,388.00	59,490.00	5,949.00	0.00	11,898.00	83.3%
450 54610		R/M BLDG & GROUNDS					
	20,000.00	20,000.00	8,583.94	500.00	0.00	11,416.06	42.9%
450 54620		R/M EQUIPMENT					
	110,000.00	110,000.00	61,114.07	4,504.11	0.00	48,885.93	55.6%
450 54630		R/M VEHICLES-LABOR					
	27,000.00	27,000.00	21,726.50	4,537.50	0.00	5,273.50	80.5%
450 54640		R/M VEHICLES-PARTS					
	40,000.00	40,000.00	36,338.36	3,911.22	0.00	3,661.64	90.8%
450 54910		BILLING COSTS					
	200,000.00	200,000.00	166,670.00	16,667.00	0.00	33,330.00	83.3%
450 54920		UTILITY ADMIN COSTS					
	225,000.00	225,000.00	187,500.00	18,750.00	0.00	37,500.00	83.3%
450 55100		OFFICE SUPPLIES					
	1,100.00	1,100.00	319.99	0.00	0.00	780.01	29.1%
450 55200		OPERATING SUPPLIES					
	198,120.00	198,120.00	78,520.52	9,468.30	0.00	119,599.48	39.6%
450 55210		UNIFORMS					
	10,525.00	10,525.00	4,092.83	0.00	0.00	6,432.17	38.9%
450 55220		JANITORIAL SUPPLIES					
	1,500.00	2,100.00	1,833.62	0.00	0.00	266.38	87.3%
450 55230		GAS/OIL					
	30,000.00	29,400.00	20,884.79	4,304.53	0.00	8,515.21	71.0%
450 55240		CHEMICALS					
	70,000.00	70,000.00	48,319.32	8,483.92	0.00	21,680.68	69.0%
450 55300		ROAD MATERIALS					
	8,000.00	8,000.00	4,401.49	0.00	0.00	3,598.51	55.0%
450 55400		BOOKS/SUBS/DUES					
	1,900.00	1,900.00	510.50	6.25	0.00	1,389.50	26.9%



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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
450 56300		IMPROVEMENTS					
	940,000.00	940,000.00	227,197.24	505.49	75,237.60	637,565.16	32.2%
450 56400		MACH/EQUIP					
	160,000.00	160,000.00	15,506.89	0.00	0.00	144,493.11	9.7%
450 56401		EQUIP-NON CAPITAL					
	23,500.00	23,500.00	2,221.00	0.00	0.00	21,279.00	9.5%
450 59100		TRANSFER TO GENERAL FUND					
	360,000.00	360,000.00	300,000.00	30,000.00	0.00	60,000.00	83.3%
450 59230		TRANSFER TO UTIL ACQ DS					
	418,629.00	418,629.00	348,860.00	34,886.00	0.00	69,769.00	83.3%
450 59330		TRANSFER TO WW CAPITAL					
	1,500,000.00	1,500,000.00	1,250,000.00	125,000.00	0.00	250,000.00	83.3%
450 59460		TRANSFER TO WATER FUND					
	600,000.00	600,000.00	500,000.00	50,000.00	0.00	100,000.00	83.3%
450 59990		RESERVE					
	5,545,526.00	5,545,526.00	0.00	0.00	0.00	5,545,526.00	.0%
TOTAL WASTEWATER	0.00	0.00	-660,177.33	-83,906.01	75,237.60	584,939.73	100.0%
TOTAL REVENUES	-12,184,286.00	-12,184,286.00	-5,235,388.40	-543,441.29	0.00	-6,948,897.60	
TOTAL EXPENSES	12,184,286.00	12,184,286.00	4,575,211.07	459,535.28	75,237.60	7,533,837.33	
GRAND TOTAL	0.00	0.00	-660,177.33	-83,906.01	75,237.60	584,939.73	100.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
460 WATER							
			LY \$3,465,053.96				
460 34346		WATER CHARGES					
	-4,233,544.00	-4,233,544.00	-3,539,976.38	-394,842.29	0.00	-693,567.62	83.6%*
460 34610		WATER TAP CHARGES					
	-53,560.00	-53,560.00	-34,000.00	-6,500.00	0.00	-19,560.00	63.5%*
460 34620		WATER METER INSTALLATION FEES					
	-37,801.00	-37,801.00	-13,338.94	-1,983.55	0.00	-24,462.06	35.3%*
460 34621		WATER NONPAY RECONNECT FEE					
	-30,000.00	-30,000.00	-35,941.35	0.00	0.00	5,941.35	119.8%
460 34910		MISCELLANEOUS FEES					
	-10,712.00	-10,712.00	-6,492.88	-600.00	0.00	-4,219.12	60.6%*
460 36110		INTEREST					
	-79,745.00	-79,745.00	-40,298.95	-2,999.16	0.00	-39,446.05	50.5%*
460 36120		UNREALIZED GAIN					
	0.00	0.00	224.24	267.90	0.00	-224.24	100.0%*
460 36323		EXTENSION CHARGES					
	-24,720.00	-24,720.00	-10,575.00	-5,200.00	0.00	-14,145.00	42.8%*
460 36992		GAIN ON SALE OF ASSET					
	0.00	0.00	-896.50	0.00	0.00	896.50	100.0%
460 36995		LATE FEES					
	-16,322.00	-16,322.00	-11,802.22	0.00	0.00	-4,519.78	72.3%*
460 38145		FROM WASTEWATER					
	-600,000.00	-600,000.00	-500,000.00	-50,000.00	0.00	-100,000.00	83.3%*
460 38910		CASH BALANCE FORWARD					
	-5,182,226.00	-5,182,226.00	0.00	0.00	0.00	-5,182,226.00	.0%*
460 38912		RESERVE - R & R FUND					
	-200,000.00	-200,000.00	0.00	0.00	0.00	-200,000.00	.0%*
460 51200		SALARIES					
	509,731.00	509,731.00	379,625.23	56,167.72	0.00	130,105.77	74.5%
460 51350		PART-TIME					
	0.00	1,106.00	1,105.08	0.00	0.00	0.92	99.9%
460 51400		OVERTIME					
	105,000.00	112,499.00	98,882.87	7,976.31	0.00	13,616.13	87.9%
460 52100		FICA					
	47,027.00	47,027.00	35,248.23	4,785.29	0.00	11,778.77	75.0%
460 52200		RETIREMENT					
	122,316.00	122,316.00	108,100.96	14,257.46	0.00	14,215.04	88.4%
460 52300		HEALTH INSUR					
	134,776.00	134,776.00	100,623.18	10,587.32	0.00	34,152.82	74.7%
460 52301		LIFE INSUR					
	2,744.00	2,744.00	2,100.01	227.95	0.00	643.99	76.5%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
460 52350		OPEB COSTS					
	14,483.00	14,483.00	12,070.00	1,207.00	0.00	2,413.00	83.3%
460 52400		WORKERS' COMP					
	23,942.00	23,942.00	19,950.00	1,995.00	0.00	3,992.00	83.3%
460 53100		PROFESSIONAL SERVICES					
	0.00	0.00	-30.45	0.00	0.00	30.45	100.0%
460 53200		AUDITING					
	9,815.00	9,815.00	8,180.00	818.00	0.00	1,635.00	83.3%
460 53400		CONTRACTUAL					
	149,980.00	149,980.00	91,988.78	9,640.29	0.00	57,991.22	61.3%
460 54000		TRAINING/TRAVEL					
	12,120.00	10,014.00	3,779.45	700.00	0.00	6,234.55	37.7%
460 54100		COMM - PHONE/FAX/ALARM					
	2,115.00	2,115.00	811.60	87.60	0.00	1,303.40	38.4%
460 54101		COMMUNICATIONS-CELLULAR					
	5,000.00	5,000.00	3,250.34	310.99	0.00	1,749.66	65.0%
460 54103		COMMUNICATIONS-INTERNET					
	5,250.00	5,250.00	2,464.27	275.41	0.00	2,785.73	46.9%
460 54200		POSTAGE					
	1,825.00	1,825.00	242.62	0.00	0.00	1,582.38	13.3%
460 54300		UTILITIES ELECTRIC					
	275,000.00	267,501.00	170,469.54	14,177.91	0.00	97,031.46	63.7%
460 54310		UTILITIES-WATER & WASTEWATER					
	1,000.00	1,000.00	596.53	70.18	0.00	403.47	59.7%
460 54320		UTILITIES-PROPANE/OTHER					
	6,000.00	6,000.00	0.00	0.00	0.00	6,000.00	.0%
460 54440		LAND RENT					
	25,000.00	25,000.00	14,457.06	1,534.39	0.00	10,542.94	57.8%
460 54500		INSURANCE					
	30,315.00	30,315.00	25,260.00	2,526.00	0.00	5,055.00	83.3%
460 54610		R/M BLDG & GROUNDS					
	3,000.00	4,000.00	3,169.77	1,380.00	0.00	830.23	79.2%
460 54620		R/M EQUIPMENT					
	230,000.00	230,000.00	18,519.02	-101.83	0.00	211,480.98	8.1%
460 54630		R/M VEHICLES-LABOR					
	14,000.00	14,000.00	11,928.65	855.00	0.00	2,071.35	85.2%
460 54640		R/M VEHICLES-PARTS					
	20,000.00	19,885.00	17,191.96	731.12	0.00	2,693.04	86.5%
460 54800		PROMOTIONAL					
	10,000.00	10,000.00	2,500.00	0.00	0.00	7,500.00	25.0%
460 54910		BILLING COSTS					
	200,000.00	200,000.00	166,670.00	16,667.00	0.00	33,330.00	83.3%
460 54920		UTILITY ADMIN COSTS					
	225,000.00	225,000.00	187,500.00	18,750.00	0.00	37,500.00	83.3%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
460 55100		OFFICE SUPPLIES					
	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	.0%
460 55200		OPERATING SUPPLIES					
	161,420.00	161,420.00	122,928.17	26,799.35	1,089.10	37,402.73	76.8%
460 55210		UNIFORMS					
	9,900.00	9,900.00	5,687.18	48.10	0.00	4,212.82	57.4%
460 55220		JANITORIAL SUPPLIES					
	450.00	450.00	385.11	0.00	0.00	64.89	85.6%
460 55230		GAS/OIL					
	35,000.00	35,000.00	24,136.85	2,445.71	0.00	10,863.15	69.0%
460 55240		CHEMICALS					
	25,000.00	25,000.00	10,569.00	0.00	0.00	14,431.00	42.3%
460 55300		ROAD MATERIALS					
	8,000.00	8,000.00	4,903.71	0.00	0.00	3,096.29	61.3%
460 55400		BOOKS/SUBS/DUES					
	6,140.00	6,140.00	1,810.45	0.00	0.00	4,329.55	29.5%
460 56300		IMPROVEMENTS					
	1,370,000.00	1,370,000.00	1,353,993.99	88,222.00	0.00	16,006.01	98.8%
460 56400		MACH/EQUIP					
	37,000.00	40,103.00	40,102.85	0.00	0.00	0.15	100.0%
460 56401		EQUIP-NON CAPITAL					
	25,000.00	22,012.00	5,986.61	0.00	0.00	16,025.39	27.2%
460 59100		TRANSFER TO GENERAL FUND					
	180,000.00	180,000.00	150,000.00	15,000.00	0.00	30,000.00	83.3%
460 59230		TRANSFER TO UTIL ACQ DS					
	1,495,471.00	1,495,471.00	1,246,230.00	124,623.00	0.00	249,241.00	83.3%
460 59910		CONTINGENCY R & R					
	200,000.00	200,000.00	0.00	0.00	0.00	200,000.00	.0%
460 59990		RESERVE					
	4,728,810.00	4,728,810.00	0.00	0.00	0.00	4,728,810.00	.0%
TOTAL WATER	0.00	0.00	260,290.64	-39,092.83	1,089.10	-261,379.74	100.0%
TOTAL REVENUES							
-10,468,630.00	-10,468,630.00	-4,193,097.98	-461,857.10	0.00	-6,275,532.02		
TOTAL EXPENSES							
10,468,630.00	10,468,630.00	4,453,388.62	422,764.27	1,089.10	6,014,152.28		
GRAND TOTAL	0.00	0.00	260,290.64	-39,092.83	1,089.10	-261,379.74	100.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
470 STORMWATER							
470 33120		FEMA FED GRANT					
	-383,803.00	-383,803.00	0.00	0.00	0.00	-383,803.00	.0%*
470 33400		STATE GRANT					
	-231,197.00	-231,197.00	-185,554.24	-14,733.67	0.00	-45,642.76	80.3%*
470 33700		SJRWMD GRANT					
	-412,945.00	-412,945.00	-412,945.00	0.00	0.00	0.00	100.0%
470 34347		WATER DRAINAGE FEES					
	-825,000.00	-825,000.00	-734,037.75	-73,866.90	0.00	-90,962.25	89.0%*
470 34910		MISCELLANEOUS FEES					
	0.00	0.00	-3,779.95	0.00	0.00	3,779.95	100.0%
470 36110		INTEREST					
	0.00	0.00	-214.60	0.00	0.00	214.60	100.0%
470 36992		GAIN ON SALE OF ASSET					
	0.00	0.00	94,026.87	0.00	0.00	-94,026.87	100.0%*
470 38410		LOAN PROCEEDS					
	-235,000.00	-235,000.00	-228,508.00	0.00	0.00	-6,492.00	97.2%*
470 38910		CASH BALANCE FORWARD					
	-365,173.00	-365,173.00	0.00	0.00	0.00	-365,173.00	.0%*
470 51200		SALARIES					
	284,591.00	284,591.00	225,150.48	30,330.33	0.00	59,440.52	79.1%
470 51400		OVERTIME					
	13,000.00	13,000.00	5,966.47	2,596.32	0.00	7,033.53	45.9%
470 52100		FICA					
	22,766.00	22,766.00	16,587.01	2,421.09	0.00	6,178.99	72.9%
470 52200		RETIREMENT					
	68,188.00	68,188.00	55,304.52	7,873.74	0.00	12,883.48	81.1%
470 52300		HEALTH INSUR					
	72,481.00	72,481.00	57,248.61	5,993.34	0.00	15,232.39	79.0%
470 52301		LIFE INSUR					
	1,576.00	1,576.00	1,274.17	137.69	0.00	301.83	80.8%
470 52350		OPEB COSTS					
	2,194.00	2,194.00	1,830.00	183.00	0.00	364.00	83.4%
470 52400		WORKERS' COMP					
	15,468.00	15,468.00	12,890.00	1,289.00	0.00	2,578.00	83.3%
470 53100		PROFESSIONAL SERVICES					
	75,000.00	75,000.00	8,645.13	0.00	0.00	66,354.87	11.5%
470 53200		AUDITING					
	6,040.00	6,040.00	5,030.00	503.00	0.00	1,010.00	83.3%
470 53400		CONTRACTUAL					
	209,238.00	208,038.00	70,291.28	9,302.50	0.00	137,746.72	33.8%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
470 54000		TRAINING/TRAVEL					
	6,583.00	5,983.00	2,825.82	195.00	0.00	3,157.18	47.2%
470 54100		COMM - PHONE/FAX/ALARM					
	216.00	216.00	0.00	0.00	0.00	216.00	.0%
470 54101		COMMUNICATIONS-CELLULAR					
	2,500.00	2,500.00	2,020.04	204.46	0.00	479.96	80.8%
470 54103		COMMUNICATIONS-INTERNET					
	1,635.00	1,635.00	610.74	62.76	0.00	1,024.26	37.4%
470 54200		POSTAGE					
	50.00	50.00	0.00	0.00	0.00	50.00	.0%
470 54300		UTILITIES ELECTRIC					
	3,600.00	4,600.00	3,024.93	95.93	0.00	1,575.07	65.8%
470 54310		UTILITIES-WATER & WASTEWATER					
	600.00	1,100.00	731.33	62.37	0.00	368.67	66.5%
470 54500		INSURANCE					
	847.00	847.00	710.00	71.00	0.00	137.00	83.8%
470 54610		R/M BLDG & GROUNDS					
	2,500.00	2,500.00	2,254.18	417.52	0.00	245.82	90.2%
470 54620		R/M EQUIPMENT					
	5,000.00	5,000.00	835.80	0.00	0.00	4,164.20	16.7%
470 54630		R/M VEHICLES-LABOR					
	8,500.00	8,500.00	5,755.75	397.50	0.00	2,744.25	67.7%
470 54640		R/M VEHICLES-PARTS					
	12,000.00	12,000.00	9,490.15	366.16	0.00	2,509.85	79.1%
470 54700		PRINTING					
	500.00	500.00	72.00	0.00	0.00	428.00	14.4%
470 54800		PROMOTIONAL					
	1,500.00	1,000.00	0.00	0.00	0.00	1,000.00	.0%
470 54910		BILLING COSTS					
	35,000.00	35,000.00	29,170.00	2,917.00	0.00	5,830.00	83.3%
470 55100		OFFICE SUPPLIES					
	1,500.00	2,700.00	0.00	0.00	0.00	2,700.00	.0%
470 55200		OPERATING SUPPLIES					
	135,060.00	133,560.00	64,199.86	12,540.46	0.00	69,360.14	48.1%
470 55210		UNIFORMS					
	3,300.00	3,900.00	3,424.74	108.00	0.00	475.26	87.8%
470 55230		GAS/OIL					
	15,000.00	15,000.00	8,074.27	1,031.43	0.00	6,925.73	53.8%
470 55400		BOOKS/SUBS/DUES					
	910.00	1,410.00	1,040.20	8.75	0.00	369.80	73.8%
470 56300		IMPROVEMENTS					
	1,209,295.00	1,209,295.00	805,218.12	65,091.48	168,336.10	235,740.78	80.5%
470 56400		MACH/EQUIP					
	235,000.00	235,000.00	233,255.00	0.00	0.00	1,745.00	99.3%



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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
470 56401		EQUIP-NON CAPITAL					
	10,000.00	10,000.00	0.00	0.00	0.00	10,000.00	.0%
470 57100		PRINCIPAL					
	44,000.00	40,000.00	39,779.36	0.00	0.00	220.64	99.4%
470 57200		INTEREST					
	0.00	4,000.00	3,433.36	0.00	0.00	566.64	85.8%
470 59990		RESERVE					
	-52,520.00	-52,520.00	0.00	0.00	0.00	-52,520.00	.0%*
TOTAL STORMWATER	0.00	0.00	205,130.65	55,599.26	168,336.10	-373,466.75	100.0%
TOTAL REVENUES	-2,453,118.00	-2,453,118.00	-1,471,012.67	-88,600.57	0.00	-982,105.33	
TOTAL EXPENSES	2,453,118.00	2,453,118.00	1,676,143.32	144,199.83	168,336.10	608,638.58	
GRAND TOTAL	0.00	0.00	205,130.65	55,599.26	168,336.10	-373,466.75	100.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
480 MARINA							
480 33120		FEMA GRANT					
	-7,047,971.00	-7,047,971.00	-82,126.88	-82,126.88	0.00	-6,965,844.12	1.2%*
480 33400		STATE GRANT					
	-200,000.00	-200,000.00	-9,119.07	0.00	0.00	-190,880.93	4.6%*
480 33420		FEMA STATE					
	-1,174,662.00	-1,174,662.00	-13,687.81	-13,687.81	0.00	-1,160,974.19	1.2%*
480 34750		SLIP RENTALS - PERMANENT					
	-190,550.00	-190,550.00	-157,878.65	-22,984.18	0.00	-32,671.35	82.9%*
480 34755		SLIP RENTALS - TRANSIENT					
	-433,350.00	-433,350.00	-202,011.30	-35,186.67	0.00	-231,338.70	46.6%*
480 34757		SLIP RENTALS - NON-TAXABLE					
	-31,850.00	-31,850.00	-5,775.33	-4,263.33	0.00	-26,074.67	18.1%*
480 34759		DOCK STORE RENT					
	0.00	0.00	-200.00	-200.00	0.00	200.00	100.0%
480 34760		BUSINESS RENTALS					
	-25,000.00	-25,000.00	-20,961.56	-2,122.06	0.00	-4,038.44	83.8%*
480 34762		MOORINGS-TAXABLE					
	-26,665.00	-26,665.00	-7,389.29	-600.00	0.00	-19,275.71	27.7%*
480 34766		SERVICES-NON TAXABLE					
	-100.00	-100.00	-188.06	-19.35	0.00	88.06	188.1%
480 34767		SERVICES-TAXABLE					
	-1,200.00	-1,200.00	-1,502.55	-113.08	0.00	302.55	125.2%
480 34770		FUEL-DIESEL					
	-740,000.00	-740,000.00	0.00	0.00	0.00	-740,000.00	.0%*
480 34771		FUEL-GAS					
	-179,000.00	-179,000.00	0.00	0.00	0.00	-179,000.00	.0%*
480 34773		FUEL-DIESEL NON-TAXABLE					
	-5,000.00	-5,000.00	0.00	0.00	0.00	-5,000.00	.0%*
480 34775		FUEL-DISCOUNTS DIESEL					
	7,335.00	7,335.00	0.00	0.00	0.00	7,335.00	.0%
480 34776		FUEL-DISCOUNTS GAS					
	665.00	665.00	0.00	0.00	0.00	665.00	.0%
480 36215		NON-TAXABLE RENT					
	0.00	0.00	-7,666.00	-766.60	0.00	7,666.00	100.0%
480 36990		OTHER REVENUE					
	-600.00	-600.00	127.81	275.38	0.00	-727.81	-21.3%*
480 38101		FROM GENERAL FUND					
	-300,000.00	-300,000.00	-250,000.00	-25,000.00	0.00	-50,000.00	83.3%*
480 38410		LOAN PROCEEDS					
	-7,321,100.00	-7,321,100.00	-3,021,350.56	-280,590.00	0.00	-4,299,749.44	41.3%*

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
480 38910		CASH BALANCE FORWARD					
	1,104,719.00	1,104,719.00	0.00	0.00	0.00	1,104,719.00	.0%
480 51300		SEASONAL/TEMPORARY					
	80,000.00	95,000.00	94,919.70	13,333.20	0.00	80.30	99.9%
480 52100		FICA					
	6,150.00	7,350.00	7,298.43	1,023.81	0.00	51.57	99.3%
480 52400		WORKERS' COMP					
	1,850.00	1,850.00	1,540.00	154.00	0.00	310.00	83.2%
480 53100		PROFESSIONAL SERVICES					
	20,000.00	20,000.00	20,268.47	747.50	0.00	-268.47	101.3%*
480 53200		AUDITING					
	6,795.00	6,795.00	5,660.00	566.00	0.00	1,135.00	83.3%
480 53400		CONTRACTUAL					
	492,198.00	492,198.00	325,362.37	50,563.30	14,368.00	152,467.63	69.0%
480 54000		TRAINING/TRAVEL					
	1,650.00	1,650.00	0.00	0.00	0.00	1,650.00	.0%
480 54100		COMM - PHONE/FAX/ALARM					
	3,675.00	3,675.00	2,447.07	268.16	0.00	1,227.93	66.6%
480 54101		COMMUNICATIONS-CELLULAR					
	2,780.00	2,780.00	2,001.59	695.82	0.00	778.41	72.0%
480 54103		COMMUNICATIONS-INTERNET					
	10,900.00	10,900.00	5,325.02	174.42	0.00	5,574.98	48.9%
480 54300		UTILITIES ELECTRIC					
	41,225.00	41,225.00	11,702.47	2,386.46	0.00	29,522.53	28.4%
480 54310		UTILITIES-WATER & WASTEWATER					
	30,025.00	30,025.00	10,977.66	1,447.58	0.00	19,047.34	36.6%
480 54400		RENTALS/LEASES					
	3,024.00	6,324.00	3,591.00	189.00	0.00	2,733.00	56.8%
480 54500		INSURANCE					
	65,338.00	65,338.00	54,450.00	5,445.00	0.00	10,888.00	83.3%
480 54610		R/M BLDG & GROUNDS					
	44,500.00	41,500.00	25,854.21	5,335.78	2,825.00	12,820.79	69.1%
480 54620		R/M EQUIPMENT					
	7,750.00	7,750.00	7,812.21	0.00	0.00	-62.21	100.8%*
480 54630		R/M VEHICLES-LABOR					
	0.00	1,500.00	455.00	0.00	0.00	1,045.00	30.3%
480 54640		R/M VEHICLES-PARTS					
	0.00	1,500.00	495.40	0.00	0.00	1,004.60	33.0%
480 54675		R/M MOORING FIELD					
	23,600.00	23,600.00	22,502.27	0.00	0.00	1,097.73	95.3%
480 54700		PRINTING					
	3,300.00	3,300.00	48.00	0.00	0.00	3,252.00	1.5%
480 54800		PROMOTIONAL					
	2,400.00	2,400.00	1,106.78	1,106.78	0.00	1,293.22	46.1%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
480 55100		OFFICE SUPPLIES					
	6,800.00	6,800.00	2,344.46	0.00	0.00	4,455.54	34.5%
480 55200		OPERATING SUPPLIES					
	59,185.00	49,660.00	14,917.07	4,039.57	0.00	34,742.93	30.0%
480 55210		UNIFORMS					
	1,600.00	1,600.00	509.00	0.00	0.00	1,091.00	31.8%
480 55220		JANITORIAL SUPPLIES					
	2,800.00	2,800.00	152.43	0.00	0.00	2,647.57	5.4%
480 55230		GAS/OIL					
	1,750.00	1,750.00	100.00	0.00	0.00	1,650.00	5.7%
480 55400		BOOKS/SUBS/DUES					
	825.00	825.00	512.75	0.00	0.00	312.25	62.2%
480 55510		FUEL FOR RESALE					
	710,000.00	710,000.00	0.00	0.00	0.00	710,000.00	.0%
480 56200		BUILDING					
	6,540,365.00	6,524,165.00	2,918,118.90	233,418.06	172,607.14	3,433,438.96	47.4%
480 56300		IMPROVEMENTS					
	2,380,000.00	2,380,000.00	826,751.55	15,443.69	63,851.04	1,489,397.41	37.4%
480 56400		MACH/EQUIP					
	0.00	6,225.00	0.00	0.00	0.00	6,225.00	.0%
480 57100		PRINCIPAL					
	8,720,557.00	8,720,557.00	0.00	0.00	0.00	8,720,557.00	.0%
480 57200		INTEREST					
	481,482.00	481,482.00	182,889.22	53,192.03	0.00	298,592.78	38.0%
480 59990		RESERVE					
	-3,188,195.00	-3,188,195.00	0.00	0.00	0.00	-3,188,195.00	.0%*
TOTAL MARINA	0.00	0.00	770,383.78	-77,854.42	253,651.18	-1,024,034.96	100.0%
		TOTAL REVENUES					
	-16,564,329.00	-16,564,329.00	-3,779,729.25	-467,384.58	0.00	-12,784,599.75	
		TOTAL EXPENSES					
	16,564,329.00	16,564,329.00	4,550,113.03	389,530.16	253,651.18	11,760,564.79	
		GRAND TOTAL					
	0.00	0.00	770,383.78	-77,854.42	253,651.18	-1,024,034.96	100.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
510 FLEET							
510 36990		OTHER REVENUE					
	-9,000.00	-9,000.00	-1,822.50	0.00	0.00	-7,177.50	20.3%*
510 36992		GAIN ON SALE OF ASSET					
	-45,000.00	-45,000.00	-44,714.58	-2,249.23	0.00	-285.42	99.4%*
510 36994		LOANER VEHICLE REVENUE					
	-2,000.00	-2,000.00	-654.90	0.00	0.00	-1,345.10	32.7%*
510 38045		LABOR					
	0.00	0.00	-1,000.00	0.00	0.00	1,000.00	100.0%
510 38047		HUMANE SOCIETY-PARTS					
	-500.00	-500.00	0.00	0.00	0.00	-500.00	.0%*
510 38048		HUMANE SOCIETY-LABOR					
	-600.00	-600.00	0.00	0.00	0.00	-600.00	.0%*
510 38049		HUMANE SOCIETY-FUEL					
	-3,000.00	-3,000.00	-1,535.77	0.00	0.00	-1,464.23	51.2%*
510 38053		GAS/OIL					
	-362,000.00	-362,000.00	-221,918.94	-25,434.51	0.00	-140,081.06	61.3%*
510 38144		FROM SANITATION					
	-20,000.00	-20,000.00	-16,670.00	-1,667.00	0.00	-3,330.00	83.4%*
510 38910		CASH BALANCE FORWARD					
	43,889.00	43,889.00	0.00	0.00	0.00	43,889.00	.0%
TOTAL FLEET	-398,211.00	-398,211.00	-288,316.69	-29,350.74	0.00	-109,894.31	72.4%
		TOTAL REVENUES					
	-398,211.00	-398,211.00	-288,316.69	-29,350.74	0.00	-109,894.31	
5101000 GENERAL FUND							
5101000 38040		PARTS					
	-268,250.00	-268,250.00	-195,993.16	-19,979.26	0.00	-72,256.84	73.1%*
5101000 38045		LABOR					
	-159,100.00	-159,100.00	-132,000.00	-13,200.00	0.00	-27,100.00	83.0%*
TOTAL GENERAL FUND	-427,350.00	-427,350.00	-327,993.16	-33,179.26	0.00	-99,356.84	76.8%
		TOTAL REVENUES					
	-427,350.00	-427,350.00	-327,993.16	-33,179.26	0.00	-99,356.84	
5102400 FLEET BUILDING/PERMITTING							
5102400 38040		PARTS					

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5102400 FLEET BUILDING/PERMITTING	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
	0.00	0.00	-7,450.94	-4,235.83	0.00	7,450.94	100.0%
TOTAL FLEET BUILDING/PERMITTING	0.00	0.00	-7,450.94	-4,235.83	0.00	7,450.94	100.0%
TOTAL REVENUES	0.00	0.00	-7,450.94	-4,235.83	0.00	7,450.94	
5102401 FLEET BUILDING/PERMITTING							
5102401 38045 LABOR	0.00	0.00	-1,729.00	-262.50	0.00	1,729.00	100.0%
TOTAL FLEET BUILDING/PERMITTING	0.00	0.00	-1,729.00	-262.50	0.00	1,729.00	100.0%
TOTAL REVENUES	0.00	0.00	-1,729.00	-262.50	0.00	1,729.00	
5103900 CEMETERY							
5103900 38040 PARTS	-1,500.00	-1,500.00	-1,724.65	-696.80	0.00	224.65	115.0%
5103900 38045 LABOR	-2,200.00	-2,200.00	-1,780.00	-855.00	0.00	-420.00	80.9%*
TOTAL CEMETERY	-3,700.00	-3,700.00	-3,504.65	-1,551.80	0.00	-195.35	94.7%
TOTAL REVENUES	-3,700.00	-3,700.00	-3,504.65	-1,551.80	0.00	-195.35	
5104100 GOLF COURSE							
5104100 38040 PARTS	0.00	0.00	-72.85	-72.85	0.00	72.85	100.0%
TOTAL GOLF COURSE	0.00	0.00	-72.85	-72.85	0.00	72.85	100.0%
TOTAL REVENUES	0.00	0.00	-72.85	-72.85	0.00	72.85	
5104200 AIRPORT							

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5104200 AIRPORT	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
5104200 38040	PARTS						
	-5,000.00	-5,000.00	-6,015.12	-155.82	0.00	1,015.12	120.3%
5104200 38045	LABOR						
	-4,600.00	-4,600.00	-5,061.25	-258.75	0.00	461.25	110.0%
TOTAL AIRPORT							
	-9,600.00	-9,600.00	-11,076.37	-414.57	0.00	1,476.37	115.4%
TOTAL REVENUES							
	-9,600.00	-9,600.00	-11,076.37	-414.57	0.00	1,476.37	
5104500 WASTEWATER							
5104500 38040	PARTS						
	-40,000.00	-40,000.00	-36,553.67	-3,911.22	0.00	-3,446.33	91.4%*
5104500 38045	LABOR						
	-27,000.00	-27,000.00	-21,726.50	-4,537.50	0.00	-5,273.50	80.5%*
TOTAL WASTEWATER							
	-67,000.00	-67,000.00	-58,280.17	-8,448.72	0.00	-8,719.83	87.0%
TOTAL REVENUES							
	-67,000.00	-67,000.00	-58,280.17	-8,448.72	0.00	-8,719.83	
5104600 WATER							
5104600 38040	PARTS						
	-20,000.00	-20,000.00	-16,976.65	-731.12	0.00	-3,023.35	84.9%*
5104600 38045	LABOR						
	-14,000.00	-14,000.00	-11,928.65	-855.00	0.00	-2,071.35	85.2%*
TOTAL WATER							
	-34,000.00	-34,000.00	-28,905.30	-1,586.12	0.00	-5,094.70	85.0%
TOTAL REVENUES							
	-34,000.00	-34,000.00	-28,905.30	-1,586.12	0.00	-5,094.70	
5104700 STORMWATER							
5104700 38040	PARTS						
	-12,000.00	-12,000.00	-9,484.76	-366.16	0.00	-2,515.24	79.0%*



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5104700 STORMWATER	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
5104700 38045	LABOR						
	-8,500.00	-8,500.00	-5,755.75	-397.50	0.00	-2,744.25	67.7%*
TOTAL STORMWATER	-20,500.00	-20,500.00	-15,240.51	-763.66	0.00	-5,259.49	74.3%
	TOTAL REVENUES						
	-20,500.00	-20,500.00	-15,240.51	-763.66	0.00	-5,259.49	
5104800 MARINA							
5104800 38040	PARTS						
	0.00	0.00	-495.40	0.00	0.00	495.40	100.0%
5104800 38045	LABOR						
	0.00	0.00	-455.00	0.00	0.00	455.00	100.0%
TOTAL MARINA	0.00	0.00	-950.40	0.00	0.00	950.40	100.0%
	TOTAL REVENUES						
	0.00	0.00	-950.40	0.00	0.00	950.40	
	GRAND TOTAL						
	-960,361.00	-960,361.00	-743,520.04	-79,866.05	0.00	-216,840.96	77.4%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
510 FLEET							
510 51200		SALARIES					
	135,818.00	135,818.00	103,620.59	15,763.40	0.00	32,197.41	76.3%
510 51350		PART-TIME					
	29,108.00	29,108.00	25,316.99	3,632.26	0.00	3,791.01	87.0%
510 51400		OVERTIME					
	8,000.00	8,000.00	5,946.09	443.40	0.00	2,053.91	74.3%
510 52100		FICA					
	13,229.00	13,229.00	10,108.70	1,493.44	0.00	3,120.30	76.4%
510 52200		RETIREMENT					
	32,637.00	32,637.00	26,332.18	3,898.68	0.00	6,304.82	80.7%
510 52300		HEALTH INSUR					
	24,204.00	24,204.00	19,787.80	2,238.11	0.00	4,416.20	81.8%
510 52301		LIFE INSUR					
	708.00	708.00	532.87	58.99	0.00	175.13	75.3%
510 52400		WORKERS' COMP					
	5,836.00	5,836.00	4,860.00	486.00	0.00	976.00	83.3%
510 53200		AUDITING					
	2,265.00	2,265.00	1,890.00	189.00	0.00	375.00	83.4%
510 53400		CONTRACTUAL					
	19,582.00	19,582.00	16,859.69	429.60	0.00	2,722.31	86.1%
510 54000		TRAINING/TRAVEL					
	3,450.00	3,450.00	2,310.95	0.00	0.00	1,139.05	67.0%
510 54100		COMM - PHONE/FAX/ALARM					
	288.00	288.00	0.00	0.00	0.00	288.00	.0%
510 54101		COMMUNICATIONS-CELLULAR					
	1,150.00	1,150.00	683.11	61.76	0.00	466.89	59.4%
510 54103		COMMUNICATIONS-INTERNET					
	1,635.00	1,635.00	1,008.72	112.08	0.00	626.28	61.7%
510 54300		UTILITIES ELECTRIC					
	4,000.00	4,000.00	2,985.16	472.45	0.00	1,014.84	74.6%
510 54310		UTILITIES-WATER & WASTEWATER					
	2,100.00	2,100.00	1,645.47	155.37	0.00	454.53	78.4%
510 54500		INSURANCE					
	18,150.00	18,150.00	15,130.00	1,513.00	0.00	3,020.00	83.4%
510 54610		R/M BLDG & GROUNDS					
	5,000.00	5,000.00	2,379.94	534.61	0.00	2,620.06	47.6%
510 54620		R/M EQUIPMENT					
	7,500.00	9,500.00	9,138.60	917.55	0.00	361.40	96.2%
510 54630		R/M VEHICLES-LABOR					
	2,500.00	2,500.00	1,022.50	0.00	0.00	1,477.50	40.9%



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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
510 54640		R/M VEHICLES-PARTS					
	3,500.00	3,500.00	2,313.92	0.00	0.00	1,186.08	66.1%
510 55100		OFFICE SUPPLIES					
	200.00	149.00	114.86	60.02	0.00	34.14	77.1%
510 55200		OPERATING SUPPLIES					
	8,500.00	9,450.00	9,125.03	406.87	0.00	324.97	96.6%
510 55210		UNIFORMS					
	1,025.00	1,272.00	1,271.60	146.00	0.00	0.40	100.0%
510 55230		GAS/OIL					
	4,500.00	4,500.00	3,267.59	301.76	0.00	1,232.41	72.6%
510 55240		CHEMICALS					
	500.00	354.00	279.99	0.00	0.00	74.01	79.1%
510 55400		BOOKS/SUBS/DUES					
	200.00	200.00	133.75	0.00	0.00	66.25	66.9%
510 56400		MACH/EQUIP					
	13,500.00	11,500.00	7,130.47	0.00	0.00	4,369.53	62.0%
510 56401		EQUIP-NON CAPITAL					
	6,000.00	5,000.00	3,410.00	0.00	0.00	1,590.00	68.2%
510 58600		GAS/OIL COSTS					
	320,000.00	320,000.00	181,856.36	18,154.60	0.00	138,143.64	56.8%
510 58700		VEHICLE PARTS/SRVS COSTS					
	307,000.00	307,000.00	244,148.43	22,884.02	0.00	62,851.57	79.5%
510 59990		RESERVE					
	-21,724.00	-21,724.00	0.00	0.00	0.00	-21,724.00	.00*
TOTAL FLEET							
	960,361.00	960,361.00	704,611.36	74,352.97	0.00	255,749.64	73.4%
TOTAL EXPENSES							
	960,361.00	960,361.00	704,611.36	74,352.97	0.00	255,749.64	
GRAND TOTAL							
	960,361.00	960,361.00	704,611.36	74,352.97	0.00	255,749.64	73.4%

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Revenues	(\$ 743,520.04)
Expenses	704,611.36
Net (Rev)Exp	(\$ 38,908.68)

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
520 UTILITY BILLING							
520 34300		UB ADMIN FEES					
	-32,000.00	-32,000.00	-21,226.05	-2,360.00	0.00	-10,773.95	66.3%*
520 36110		INTEREST					
	0.00	0.00	-834.81	-127.57	0.00	834.81	100.0%
520 36990		OTHER REVENUE					
	0.00	0.00	-48.00	0.00	0.00	48.00	100.0%
520 38910		CASH BALANCE FORWARD					
	-3,183.00	-3,183.00	0.00	0.00	0.00	-3,183.00	.0%*
TOTAL UTILITY BILLING	-35,183.00	-35,183.00	-22,108.86	-2,487.57	0.00	-13,074.14	62.8%
	-35,183.00	-35,183.00	-22,108.86	-2,487.57	0.00	-13,074.14	
5204200 AIRPORT							
5204200 38052		CHARGES FOR UB SERVICES					
	-7,300.00	-7,300.00	-6,080.00	-608.00	0.00	-1,220.00	83.3%*
TOTAL AIRPORT	-7,300.00	-7,300.00	-6,080.00	-608.00	0.00	-1,220.00	83.3%
	-7,300.00	-7,300.00	-6,080.00	-608.00	0.00	-1,220.00	
5204400 SANITATION							
5204400 38052		CHARGES FOR UB SERVICES					
	-92,000.00	-92,000.00	-76,670.00	-7,667.00	0.00	-15,330.00	83.3%*
TOTAL SANITATION	-92,000.00	-92,000.00	-76,670.00	-7,667.00	0.00	-15,330.00	83.3%
	-92,000.00	-92,000.00	-76,670.00	-7,667.00	0.00	-15,330.00	
5204500 WASTE WATER							
5204500 38052		CHARGES FOR UB SERVICES					
	-200,000.00	-200,000.00	-166,670.00	-16,667.00	0.00	-33,330.00	83.3%*

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5204500 WASTE WATER	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
TOTAL WASTE WATER							
-200,000.00	-200,000.00	-166,670.00	-16,667.00	0.00	-33,330.00	83.3%	
TOTAL REVENUES							
-200,000.00	-200,000.00	-166,670.00	-16,667.00	0.00	-33,330.00		
5204600 WATER							
5204600 38052	CHARGES FOR UB SERVICES						
-200,000.00	-200,000.00	-166,670.00	-16,667.00	0.00	-33,330.00	83.3%*	
TOTAL WATER							
-200,000.00	-200,000.00	-166,670.00	-16,667.00	0.00	-33,330.00	83.3%	
TOTAL REVENUES							
-200,000.00	-200,000.00	-166,670.00	-16,667.00	0.00	-33,330.00		
5204700 STORMWATER							
5204700 38052	CHARGES FOR UB SERVICES						
-35,000.00	-35,000.00	-29,170.00	-2,917.00	0.00	-5,830.00	83.3%*	
TOTAL STORMWATER							
-35,000.00	-35,000.00	-29,170.00	-2,917.00	0.00	-5,830.00	83.3%	
TOTAL REVENUES							
-35,000.00	-35,000.00	-29,170.00	-2,917.00	0.00	-5,830.00		
GRAND TOTAL							
-569,483.00	-569,483.00	-467,368.86	-47,013.57	0.00	-102,114.14	82.1%	

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
520 UTILITY BILLING							
520 51200		SALARIES					
	190,532.00	190,532.00	150,024.02	21,641.94	0.00	40,507.98	78.7%
520 51400		OVERTIME					
	2,000.00	3,500.00	2,802.53	385.90	0.00	697.47	80.1%
520 52100		FICA					
	14,729.00	14,729.00	11,455.95	1,686.93	0.00	3,273.05	77.8%
520 52200		RETIREMENT					
	45,652.00	45,652.00	36,606.64	5,277.88	0.00	9,045.36	80.2%
520 52300		HEALTH INSUR					
	38,849.00	38,849.00	30,470.50	3,076.04	0.00	8,378.50	78.4%
520 52301		LIFE INSUR					
	1,076.00	1,076.00	867.45	89.30	0.00	208.55	80.6%
520 52400		WORKERS' COMP					
	439.00	439.00	370.00	37.00	0.00	69.00	84.3%
520 53400		CONTRACTUAL					
	33,033.00	33,033.00	23,867.84	706.69	0.00	9,165.16	72.3%
520 54000		TRAINING/TRAVEL					
	3,070.00	3,070.00	732.51	109.13	0.00	2,337.49	23.9%
520 54100		COMM - PHONE/FAX/ALARM					
	862.00	862.00	320.93	33.64	0.00	541.07	37.2%
520 54103		COMMUNICATIONS-INTERNET					
	1,635.00	1,635.00	1,008.72	112.08	0.00	626.28	61.7%
520 54200		POSTAGE					
	40,000.00	40,000.00	36,386.41	7,998.00	0.00	3,613.59	91.0%
520 54300		UTILITIES ELECTRIC					
	3,675.00	3,675.00	1,886.94	0.00	0.00	1,788.06	51.3%
520 54310		UTILITIES-WATER & WASTEWATER					
	1,100.00	1,100.00	654.53	121.18	0.00	445.47	59.5%
520 54610		R/M BLDG & GROUNDS					
	1,500.00	1,500.00	54.14	0.00	0.00	1,445.86	3.6%
520 54620		R/M EQUIPMENT					
	700.00	700.00	0.00	0.00	0.00	700.00	.0%
520 54700		PRINTING					
	6,652.00	6,652.00	3,130.85	0.00	0.00	3,521.15	47.1%
520 54902		BAD DEBT EXPENSE					
	1,500.00	1,500.00	1,510.17	900.09	0.00	-10.17	100.7%*
520 55100		OFFICE SUPPLIES					
	3,332.00	3,332.00	665.09	137.24	0.00	2,666.91	20.0%
520 55200		OPERATING SUPPLIES					
	60,260.00	58,760.00	35,666.79	3,756.74	0.00	23,093.21	60.7%



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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
520 55210		UNIFORMS					
	1,200.00	1,200.00	346.00	0.00	0.00	854.00	28.8%
520 55220		JANITORIAL SUPPLIES					
	685.00	685.00	299.64	25.88	0.00	385.36	43.7%
520 59300		TRANSFER TO CAP IMP					
	10,700.00	10,700.00	8,916.70	891.67	0.00	1,783.30	83.3%
520 59990		RESERVE					
	106,302.00	106,302.00	0.00	0.00	0.00	106,302.00	.0%
TOTAL UTILITY BILLING							
	569,483.00	569,483.00	348,044.35	46,987.33	0.00	221,438.65	61.1%
TOTAL EXPENSES							
	569,483.00	569,483.00	348,044.35	46,987.33	0.00	221,438.65	
GRAND TOTAL							
	569,483.00	569,483.00	348,044.35	46,987.33	0.00	221,438.65	61.1%

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Revenues	(\$ 467,368.86)
Expenses	<u>348,044.35</u>
Net (Rev)Exp	(\$119,324.51)



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ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
530 UTILITY ADMIN						
530 36110	INTEREST					
	0.00	0.00	-630.21	-92.21	0.00	630.21 100.0%
530 38910	CASH BALANCE FORWARD					
	-15,840.00	-15,840.00	0.00	0.00	0.00	-15,840.00 .0%*
TOTAL UTILITY ADMIN						
	-15,840.00	-15,840.00	-630.21	-92.21	0.00	-15,209.79 4.0%
TOTAL REVENUES						
	-15,840.00	-15,840.00	-630.21	-92.21	0.00	-15,209.79
5304500 WASTE WATER						
5304500 38054	CHARGES FOR UTIL ADM					
	-225,000.00	-225,000.00	-187,500.00	-18,750.00	0.00	-37,500.00 83.3%*
TOTAL WASTE WATER						
	-225,000.00	-225,000.00	-187,500.00	-18,750.00	0.00	-37,500.00 83.3%
TOTAL REVENUES						
	-225,000.00	-225,000.00	-187,500.00	-18,750.00	0.00	-37,500.00
5304600 WATER						
5304600 38054	CHARGES FOR UTIL ADM					
	-225,000.00	-225,000.00	-187,500.00	-18,750.00	0.00	-37,500.00 83.3%*
TOTAL WATER						
	-225,000.00	-225,000.00	-187,500.00	-18,750.00	0.00	-37,500.00 83.3%
TOTAL REVENUES						
	-225,000.00	-225,000.00	-187,500.00	-18,750.00	0.00	-37,500.00
GRAND TOTAL						
	-465,840.00	-465,840.00	-375,630.21	-37,592.21	0.00	-90,209.79 80.6%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
530 UTILITY ADMIN							
530 51200		SALARIES					
	250,022.00	250,022.00	174,283.08	24,484.85	0.00	75,738.92	69.7%
530 51400		OVERTIME					
	2,500.00	2,500.00	1,980.95	41.33	0.00	519.05	79.2%
530 52100		FICA					
	19,318.00	19,318.00	12,636.57	1,792.81	0.00	6,681.43	65.4%
530 52200		RETIREMENT					
	59,905.00	59,905.00	42,232.86	5,876.47	0.00	17,672.14	70.5%
530 52300		HEALTH INSUR					
	54,611.00	54,611.00	32,274.56	3,203.29	0.00	22,336.44	59.1%
530 52301		LIFE INSUR					
	1,386.00	1,386.00	984.57	100.58	0.00	401.43	71.0%
530 52400		WORKERS' COMP					
	8,280.00	8,280.00	6,900.00	690.00	0.00	1,380.00	83.3%
530 53400		CONTRACTUAL					
	3,455.00	4,955.00	3,974.29	413.19	0.00	980.71	80.2%
530 54000		TRAINING/TRAVEL					
	5,250.00	5,250.00	753.20	-45.00	0.00	4,496.80	14.3%
530 54100		COMM - PHONE/FAX/ALARM					
	779.00	779.00	147.13	16.82	0.00	631.87	18.9%
530 54101		COMMUNICATIONS-CELLULAR					
	2,000.00	2,000.00	1,187.61	-11.36	0.00	812.39	59.4%
530 54103		COMMUNICATIONS-INTERNET					
	1,635.00	1,635.00	1,031.22	114.33	0.00	603.78	63.1%
530 54200		POSTAGE					
	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	.0%
530 54300		UTILITIES ELECTRIC					
	3,000.00	3,000.00	1,886.89	0.00	0.00	1,113.11	62.9%
530 54310		UTILITIES-WATER & WASTEWATER					
	800.00	800.00	654.48	121.17	0.00	145.52	81.8%
530 54610		R/M BLDG & GROUNDS					
	2,500.00	2,500.00	294.50	0.00	0.00	2,205.50	11.8%
530 55100		OFFICE SUPPLIES					
	4,000.00	2,500.00	0.00	0.00	0.00	2,500.00	.0%
530 55200		OPERATING SUPPLIES					
	6,785.00	6,785.00	946.09	48.01	0.00	5,838.91	13.9%
530 55210		UNIFORMS					
	1,800.00	1,800.00	452.20	0.00	0.00	1,347.80	25.1%
530 55220		JANITORIAL SUPPLIES					
	4,000.00	4,000.00	299.61	25.87	0.00	3,700.39	7.5%



FOR 2020 10

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
530 55400		BOOKS/SUBS/DUES					
	2,100.00	2,100.00	464.49	209.00	0.00	1,635.51	22.1%
530 59990		RESERVE					
	30,214.00	30,214.00	0.00	0.00	0.00	30,214.00	.0%
TOTAL UTILITY ADMIN	465,840.00	465,840.00	283,384.30	37,081.36	0.00	182,455.70	60.8%
TOTAL EXPENSES	465,840.00	465,840.00	283,384.30	37,081.36	0.00	182,455.70	
GRAND TOTAL	465,840.00	465,840.00	283,384.30	37,081.36	0.00	182,455.70	60.8%

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Revenues	(\$ 375,630.21)
Expenses	<u>283,384.30</u>
Net (Rev)Exp	(\$ 92,245.91)

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YEAR-TO-DATE BUDGET REPORTP
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FOR 2020 10

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
610 PENSION - GENERAL							
610 36110		INTEREST					
	-425,000.00	-425,000.00	-464,045.12	-46,740.41	0.00	39,045.12	109.2%
610 36120		UNREALIZED GAIN					
	-55,000.00	-55,000.00	30,772.09	54,774.84	0.00	-85,772.09	-55.9%*
610 36130		INCOME/LOSS/REALIZED G/L					
	-60,000.00	-60,000.00	-71,331.18	-25,725.32	0.00	11,331.18	118.9%
610 36700		GAIN/LOSS ON INVESTMENT					
	-1,400,000.00	-1,400,000.00	323,405.89	-35,807.99	0.00	-1,723,405.89	-23.1%*
610 36840		CONTRIBUTIONS FROM CITY					
	-1,605,000.00	-1,605,000.00	-750,260.30	0.00	0.00	-854,739.70	46.7%*
610 36850		CONTRIBUTIONS FROM EMPLOYEES					
	-350,000.00	-350,000.00	-298,948.24	-47,339.84	0.00	-51,051.76	85.4%*
610 36990		OTHER REVENUE					
	0.00	0.00	10,478.32	615.86	0.00	-10,478.32	100.0%*
610 38910		CASH BALANCE FORWARD					
	-23,758,006.00	-23,758,006.00	0.00	0.00	0.00	-23,758,006.00	.0%*
610 53400		CONTRACTUAL					
	74,435.00	74,435.00	43,447.54	720.00	0.00	30,987.46	58.4%
610 53401		CONTRACTUAL AMERICAN CORE REA					
	20,600.00	20,600.00	19,338.74	6,408.14	0.00	1,261.26	93.9%
610 53404		INVESTMENT EXPENSE					
	35,765.00	35,765.00	23,146.58	0.00	0.00	12,618.42	64.7%
610 53600		RETIREE BENEFITS					
	1,712,000.00	1,712,000.00	1,178,535.72	125,461.92	0.00	533,464.28	68.8%
610 59990		RESERVE					
	25,810,206.00	25,810,206.00	0.00	0.00	0.00	25,810,206.00	.0%
TOTAL PENSION - GENERAL							
	0.00	0.00	44,540.04	32,367.20	0.00	-44,540.04	100.0%
TOTAL REVENUES							
	-27,653,006.00	-27,653,006.00	-1,219,928.54	-100,222.86	0.00	-26,433,077.46	
TOTAL EXPENSES							
	27,653,006.00	27,653,006.00	1,264,468.58	132,590.06	0.00	26,388,537.42	
GRAND TOTAL							
	0.00	0.00	44,540.04	32,367.20	0.00	-44,540.04	100.0%

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City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

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FOR 2020 10

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
620 PENSION - POLICE/FIRE							
620 31251		STATE/FIRE INSURANCE TAX					
	-115,000.00	-115,000.00	-1,044.06	0.00	0.00	-113,955.94	.9%*
620 31252		STATE/POLICE INSURANCE TAX					
	-110,000.00	-110,000.00	0.00	0.00	0.00	-110,000.00	.0%*
620 36110		INTEREST					
	-450,000.00	-450,000.00	-522,816.13	-49,736.01	0.00	72,816.13	116.2%
620 36120		UNREALIZED GAIN					
	-55,000.00	-55,000.00	35,239.56	62,726.99	0.00	-90,239.56	-64.1%*
620 36130		INCOME/LOSS/REALIZED G/L					
	-70,000.00	-70,000.00	-81,686.96	-29,460.09	0.00	11,686.96	116.7%
620 36700		GAIN/LOSS ON INVESTMENT					
	-1,800,000.00	-1,800,000.00	-49,652.21	-47,043.75	0.00	-1,750,347.79	2.8%*
620 36850		CONTRIBUTIONS FROM EMPLOYEES					
	-315,000.00	-315,000.00	-262,331.76	-50,796.79	0.00	-52,668.24	83.3%*
620 36990		OTHER REVENUE					
	0.00	0.00	10,582.59	753.00	0.00	-10,582.59	100.0%*
620 38910		CASH BALANCE FORWARD					
	-27,833,370.00	-27,833,370.00	0.00	0.00	0.00	-27,833,370.00	.0%*
TOTAL PENSION - POLICE/FIRE							
	-30,748,370.00	-30,748,370.00	-871,708.97	-113,556.65	0.00	-29,876,661.03	2.8%
TOTAL REVENUES							
	-30,748,370.00	-30,748,370.00	-871,708.97	-113,556.65	0.00	-29,876,661.03	
6202100 POLICE							
6202100 36840		CONTRIBUTIONS FROM CITY					
	-700,000.00	-700,000.00	-360,356.41	0.00	0.00	-339,643.59	51.5%*
TOTAL POLICE							
	-700,000.00	-700,000.00	-360,356.41	0.00	0.00	-339,643.59	51.5%
TOTAL REVENUES							
	-700,000.00	-700,000.00	-360,356.41	0.00	0.00	-339,643.59	
6202200 FIRE							
6202200 36840		CONTRIBUTIONS FROM CITY					
	-590,000.00	-590,000.00	-283,137.18	0.00	0.00	-306,862.82	48.0%*



FOR 2020 10							
6202200 FIRE	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
TOTAL FIRE	-590,000.00	-590,000.00	-283,137.18	0.00	0.00	-306,862.82	48.0%
TOTAL REVENUES	-590,000.00	-590,000.00	-283,137.18	0.00	0.00	-306,862.82	
GRAND TOTAL	-32,038,370.00	-32,038,370.00	-1,515,202.56	-113,556.65	0.00	-30,523,167.44	4.7%

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City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

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FOR 2020 10

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
620 PENSION - POLICE/FIRE							
620 53400		CONTRACTUAL					
	79,700.00	79,700.00	50,485.56	0.00	0.00	29,214.44	63.3%
620 53401		CONTRACTUAL-AMERICAN CORE REA					
	21,630.00	21,630.00	22,146.31	7,338.46	0.00	-516.31	102.4%*
620 53404		INVESTMENT EXPENSE					
	53,000.00	53,000.00	49,736.57	13,280.66	0.00	3,263.43	93.8%
620 53600		RETIREE BENEFITS					
	1,868,000.00	1,868,000.00	1,276,711.56	132,242.13	0.00	591,288.44	68.3%
620 59990		RESERVE					
	30,016,040.00	30,016,040.00	0.00	0.00	0.00	30,016,040.00	.0%
TOTAL PENSION - POLICE/FIRE							
	32,038,370.00	32,038,370.00	1,399,080.00	152,861.25	0.00	30,639,290.00	4.4%
TOTAL EXPENSES							
	32,038,370.00	32,038,370.00	1,399,080.00	152,861.25	0.00	30,639,290.00	
GRAND TOTAL							
	32,038,370.00	32,038,370.00	1,399,080.00	152,861.25	0.00	30,639,290.00	4.4%

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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 8/7/2020

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 8/7/2020

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 8/7/2020

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 8/7/2020

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 8/7/2020

Date: February 24, 2020

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION:

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 8/7/2020

Date: July 16, 2020

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION:

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Discussion
Escambia Street

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 8/7/2020

Date: July 21, 2020

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION:

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Approval of Minutes

ITEM TYPE: Resolution (w/o fiscal impact)

REQUESTED ACTION: Approve Minutes

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

City Commission Regular Meeting	July 7, 2020
City Commission Regular Meeting	July 21, 2020

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Nicole Bednar, Administrative Services Manager	8/6/2020
Dale L. Martin, City Manager	8/7/2020

Submitted By:  Date: July 22, 2020

Caroline Best, City Clerk

COMMISSION ACTION: Approve

The City Commission of the City of Fernandina Beach, Florida, met in a Regular Meeting on Tuesday, July 7, 2020 at 6:00 pm. Present in City Chambers 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 Commission Chambers was limited. The meeting was broadcasted live for members of the public to view on the City of Fernandina Beach website (www.fbfl.us) and Channel 264 (Comcast only).

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

4.1 PROCLAMATION- "FOAR FROM HOME - TALISKER WHISKEY ATLANTIC CHALLENGE": Mayor Miller read the Proclamation in full recognizing awareness to combat the high rate of Veteran suicide in the United States and for Veteran post-traumatic stress disorder medical research.

4.2 PROCLAMATION - CROSS THE LINE FOUNDATION "PADDLE FOR VETERANS": Mayor Miller read the Proclamation in full recognizing Military Veterans across all branches of the United States Armed Forces by raising awareness for a variety of Veteran related post-traumatic stress disorders. *The consensus of the Commission was to allow the City Seal decal for display on the Cross the Line Foundation boat.*

4.3 PROCLAMATION - GULLAH/GEECHEE NATION APPRECIATION WEEK: Mayor Miller read the Proclamation in full proclaiming July 25, 2020 - August 1, 2020, as "Gullah/Geechee Nation Appreciation Week". Queen Quet, Chieftess of the Gullah/Geechee Nation, was present to accept the Proclamation.

4.4 PRESENTATION - NASSAU HUMANE SOCIETY: Representatives of the Nassau Humane Society (NHS) presented the "City Commission Dog of the Month." Two puppies, Lavender and Turquoise, were introduced and are available for adoption at the shelter along with their siblings and other dogs, kittens, and cats. NHS new expanded hours are Tuesday – Thursday 11-5, Friday 11-6, Saturday and Sunday 11-4, and closed Mondays.

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

City Manager Martin reported the North Florida Land Trust continues to work on the City's behalf to acquire conservation land. A recent offer on a property was rejected however a second property is under consideration and will be appraised.

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

City Manager Martin reported the July 11th meeting with public input will be rescheduled due to the current health crisis.

5.3 BEACHES: This item is placed on the agenda at the request of Vice Mayor Kreger who distributed a handout updating seven items including the lack of State budget funding for the first time in five years, US Navy funded beach renourishment, Tourist District Council (TDC) infrastructure funding

for improvements, Nassau County Vulnerability Assessment Phase II Assessment, and channel dredging (port sponsor) to be awarded.

5.4 MARINA: This item is placed on the agenda at the request of Commissioner Ross who estimated yearly dredging costs at approximately \$50,000. Vice Mayor Kreger has fielded concerns from citizens regarding the upcoming Request for Proposal (RFG) and anticipates the forthcoming recommendation at the July 21st City Commission Regular Meeting.

5.5 NOVEL CORONAVIRUS (COVID-19) UPDATE: This item is placed on the agenda the request of Vice Mayor Kreger who reiterated the pandemic is not over yet and commended fellow Commissioners for assisting non-profits with funding and working in tandem with Nassau County on masks. City Attorney Bach explained the City has home rule and police powers that include protecting public health, safety, and welfare.

Vice Mayor Kreger noted his challenge to the City regarding the rollback rate noting Nassau County unemployment is currently 12.9%, TDC marketing is currently on hold and hopefully the City will be a recipient of the government issued \$3.8 million to Nassau County. Discussion ensued regarding the trending cases, non-compliant visitors and City Manager Martin stated emergency order signage will be distributed to downtown businesses this week. ***The consensus of the Commission was to schedule a Workshop on Wednesday July 15th.***

5.6 OCEAN HIGHWAY AND PORT AUTHORITY (OHPA): This item is placed on the agenda at the request of Commissioner Ross who gave a brief overview of agenda items for the Ocean Highway and Port Authority meeting Wednesday July 8th at 6pm.

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

EQUALITY: Anthony Daniel, 202 S. 9TH Street, is the Pastor of Macedonia African Methodist Episcopal Church and spoke to the recent Black Lives Matter and Back the Blue marches, racism, and public inequality. Pastor Daniel implored the City to work toward bridging the gap.

BUDGET: Jack Knocke, 2809 Oceanview Court, expressed appreciation for the Commission and thanked Vice Mayor Kreger for his commitment to the beaches. However, the budget process lacks transparency and it is requested to return to last year's rollback rate and "build it up from there". In reference to COVID-19 it would be prudent to know the origin of contact tracing prior to shutting down the city.

TOURISM: Amelia Island Convention and Visitors Bureau President Gil Langley, 2398 Sadler Road, gave a brief overview of the health crisis effect on local tourism and the hospitality industry noting that all media advertising has been stopped for the next four months including \$254,000 worth of advertising cancelled in the past week. To assist displaced hospitality employees a \$50,000 donation was given to Barnabas and the Bureau is doing a daily visitor survey reported to the health department. Although all COVID-19 related information including newly adopted City and County ordinances is being published on the website, there is not a cohesive marketing effort to educate the public. An online marketplace and educational materials have been created for local businesses and over 2,000 face masks have been distributed. We are at war with weather emergencies, disease, and a struggling economy however steps are being taken to get through this challenging time. Thank you to Vice Mayor Kreger and Commissioner Ross for their service on the Tourist District Council board.

7.1 RESOLUTION 2020-88 APPROVING AN AMENDMENT TO THE BUDGET FOR FISCAL YEAR 2019/2020: According to the agenda support documents Resolution 2020-88 approves a transfer of \$23,100 from the General Fund Contingency account to the Information Technology Communications Internet account. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Chapman, to approve Resolution 2020-88. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.2 RESOLUTION 2020-89 AMENDING RESOLUTION 2019-130 BY EXTENDING THE LENGTH OF TIME THE CHARTER REVIEW COMMITTEE HAS TO REVIEW AND MAKE RECOMMENDATIONS. According to the agenda support documents this Resolution 2020-89 amends the time frame for the Charter Review Committee to extend to September 30, 2020. **A motion was made by Vice mayor Kreger, seconded by Commissioner Lednovich, to approve Resolution 2020-89. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.3 RESOLUTION 2020-90 AWARDING BID #2020-06 TO GOLF SCULPTORS INTERNATIONAL LLC FOR THE FERNANDINA BEACH GOLF CLUB DRIVING RANGE PRACTICE FACILITY RENOVATION; AUTHORIZING EXECUTION: According to the agenda support documents Resolution 2020-06 awards Bid #2020-06 to Golf Sculptors International LLC for the renovation of the Fernandina Beach Golf Club Driving Range Practice Facility in the amount of \$129,435.

Vice Mayor Kreger expressed concern for the bid being awarded to the third highest bidder (\$30,000 higher than other bids). City Manager Martin explained there was a time lag with the other vendors and in the City's best interest of expedition the bid was awarded based on availability. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Chapman, to approve Resolution 2020-90.** Commissioner Lednovich reiterated his disapproval stressing the importance of refraining from non-essential spending during the health crisis and noted that the expeditious need to complete the project hinged on the impending influx of tourists for the Republican National Convention in August. Commissioner Ross repeated previously proposed options for paying off the golf course debt concluding that delaying passing of Resolution 2020-90 could result in the loss of an additional \$85,000 in the next year further increasing the debt. Approving the resolution supports a way forward to relieve the taxpayers of the golf course debt which could lead to tax rate decreases. Vice Mayor Kreger lamented the "terrible message" conveyed to other bidders concluding this is the reason projects do not get bidders and the City needs to do a better job. Commissioner Lednovich stressed the timing is not right to open a business dependent on tourism and urged the Commission to wait until the economy rebounds. Commissioner Ross reminded that because the previous vote passed unanimously the driving range has been demolished and an additional loss of \$58,000 per year will be incurred if the project is stopped. As an outdoor activity it is one of the few sources of entertainment during the health crisis. Commissioner Lednovich debated the sustainability especially during the COVID-19 crisis that mandates distance and limited contact to prevent spread. **Vote upon passage of the motion was taken as follows:**

Vice Mayor Kreger:	Aye
Commissioner Chapman:	Aye
Commissioner Ross:	Aye
Commissioner Lednovich:	Nay
Mayor Miller:	Aye

Motion carried.

7.4 RESOLUTION 2020-91 APPROVING FINAL PLAT, PAB 2020-0005 TITLED, "CRANE ISLAND PHASE 2B." According to the agenda support documents Resolution 2020-91 accepts and approves the plat titled, "Crane Island Phase 2B," as the final plat. City Attorney Bach stated that although not noted on the agenda, this is a quasi-judicial hearing. Ms. Bach explained the quasi-judicial proceedings and asked the Commissioners to disclose any ex-parte communication. The public hearing was opened at this time. City Clerk Best administered the oath at this time. Commissioner Ross gave full disclosure of having many conversations over the years however none over the past couple of months regarding Crane Island. Planning and Conservation Director Kelly Gibson provided a summary proposal stating the final plat is in compliance with the City's Comprehensive Plan Land Development Code and the terms of the previously approved Memorandum of Agreement. The Planning Advisory Board and City staff recommend approval. Commissioner Ross stated the City must comply with a court order. Ms. Gibson concurred the previous agreement must be complied.

Ms. Emily Pierce, 13001 River Place Boulevard, stated the plat complies with the platting requirements per the City Land Development Code and Comprehensive Plan and asked the Commission to support it. There being no further public comment, the public hearing was closed. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Chapman, to approve Resolution 2020-91.** Commissioner Ross stated Crane Island should not have been developed however thank you to the developer for doing a good job. **Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.5 RESOLUTION 2020-92 APPROVING THE ADDITION OF ONE FULL-TIME POSITION, INCREASING THE CITY'S FULL-TIME HEADCOUNT TOTAL BY ONE; APPROVING AMENDMENTS TO THE BUDGET FOR FISCAL YEAR 2019/2020; According to the agenda support documents Resolution 2020-92 approves the transfer of \$20,250 from the Building Reserve account to the Building Operating Supplies account; approves the transfer of \$10,000 from the Building Reserve account to the Building Overtime account; and approves the transfer of \$24,986 from the Building Reserve account to various Building accounts for expenses related to additional personnel. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Chapman, to approve Resolution 2020-92. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.6 RESOLUTION 2020-93 AWARDED BID #2020-02 AND APPROVING A LIST OF PRIVATE PROVIDER BUILDING PLANS REVIEW AND INSPECTION SERVICES FIRMS. According to the agenda support documents Resolution 2020-93 awards Bid #2020-02 and approves the list of FL Licensed Plans Examiners and FL Licensed Inspectors. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Lednovich, to approve Resolution 2020-93.** Building Department Director Stephen Beckman explained the combination of residential and commercial and that no one had bid on commercial however this will assist with commercial plumbing, mechanical, electrical plan review, and inspection. Commissioner Ross spoke to process delays and asked if this will assist in expediting. Mr. Beckman explained it will maintain services and continue the process if an approved vendor is needed. **Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

8.1 SECOND READING OF ORDINANCE 2020-20: City Attorney Bach read Ordinance 2020-20 by title only, which was as follows: "AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AMENDING THE CODE OF ORDINANCES SECTION 18-4 BY PROHIBITING TRANSPORT OF UNSECURED ANIMALS IN LOAD SPACES OF VEHICLES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN

EFFECTIVE DATE.” According to the agenda support documents Ordinance 2020-20 amends Section 18-4 of the City Code prohibiting animals to be transported without being safely restrained.

The public hearing was opened at this time and there being no comments from the floor, the public hearing was closed. Mayor Miller commented on consulting with professionals who suggested keeping car windows rolled up to prevent unrestrained animals from jumping out. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Chapman, to approve Ordinance 2020-20. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

9.1 CHARTER REVIEW COMMITTEE: one appointment. In accordance with Resolution 2019-130, the Mayor, each Commissioner, the City Manager and City Clerk shall appoint one member to the Charter Review Committee. City Clerk Best's appointee, Mr. Richard Clark, recently resigned. Ms. Best selected Ms. Amy Bryan to fill the vacancy. **A motion was made by Commissioner Ross, seconded by Commissioner Lednovich, to approve the appointment of Ms. Amy Bryan. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

CITY MANAGER REPORTS:

MARINA: City Manager Martin will meet with the retained consultant to review the Federal Emergency Management Association appeal for the southern attenuator that is due at the end of August 2020.

INTERVIEWS: City Manager Martin will begin interviews this week for the open City Human Resources Director position.

POSTPONEMENT: City Manager Martin announced the waterfront public outreach effort has been postponed.

BUDGET: City Manager Martin reminded the proposed budget will be presented at the July 21st City Commission Regular Meeting. Two budget workshops will be held in August prior to the September Commission vote. A tentative millage rate will be set at the July 28th City Commission Special Meeting.

MEETING: City Manager Martin reported a kick-off meeting will be held with Nassau County on Tuesday July 14th.

SIGNAGE: City Manager Martin stated downtown signage regarding the current health crisis is in design development and will be distributed soon.

CITY ATTORNEY REPORTS:

THANK YOU: City Attorney Bach thanked the Commission for their leadership amid the current health crisis.

CITY CLERK REPORTS:

ELECTION: City Clerk Best announced the General Election Candidate Qualifying Period is July 13-17, meetings have been scheduled for all candidates.

BOARD VACANCIES: City Clerk Best updated board vacancies as follows: Airport Advisory Commission - one vacancy; Golf Course Advisory Board - one vacancy; Planning Advisory Board - two vacancies however the July 21st City Commission Regular Meeting agenda has four applicants for consideration; Fernandina Beach Housing Authority - one vacancy; and the Board of Trustees Police and Fire Pension Plan - one vacancy.

MAYOR/COMMISSIONER COMMENTS:

COMMENDATION: Commissioner Ross commended the Nassau Chamber of Commerce for handing out over 8,000 face masks and the Tourist District Council for providing face masks to downtown visitors.

RALLY: Commissioner Chapman participated in the recent “Back the Blue” march and rally and thanked all first responders for their service during these challenging times.

ACKNOWLEDGEMENT: Commissioner Lednovich recognized the service to community from local resident Richard Clark who recently resigned from the Planning Advisory Board and Charter Review Board, due to a professional transfer out of state.

RECOGNITION: Commissioner Lednovich credited City Code Enforcement Officer George “Chip” Wells for his recent exemplary service collecting trash that was strewn about the port area.

FOOD DISTRIBUTION: Vice Mayor Kreger announced a free food distribution Saturday July 11 9am at the Martin Luther King Center, all are welcome. Vice Mayor Kreger thanked Barnabas and the Sportsman’s Club for sponsoring the ongoing events during the current health crisis.

LEADERSHIP: Mayor Miller acknowledged fellow City Commissioners for their leadership and teamwork and expressed appreciation to Nassau County for their advocacy regarding face masks.

15. ADJOURNMENT: There being no further business to come before the City Commission, the meeting was adjourned at 8:23pm.

ATTEST:

Caroline Best
City Clerk

John A. Miller
Mayor-Commissioner

The City Commission of the City of Fernandina Beach, Florida, met in a Regular Meeting on Tuesday, July 21, 2020 at 6:00 pm. Present in City Chambers were Mayor John A. Miller presiding, Vice Mayor Len Kreger, Commissioners Philip Chapman, Mike Lednovich, Chip Ross, City Clerk Caroline Best, City Manager Dale L. Martin and City Attorney Tammi Bach. Due to the ongoing COVID-19 pandemic, occupancy in the Commission Chambers was limited. The meeting was broadcasted live for members of the public to view on the City of Fernandina Beach website (www.fbfl.us) and Channel 264 (Comcast only).

Mayor Miller called the meeting to order and led the Pledge of Allegiance to the Flag. The invocation was given by of Reverend Stantley Palmer of O'Neal Memorial Baptist Church.

4.1 BUDGET SUMMARY: Comptroller Pauline Testagrose was available to answer any questions regarding the budget summary for June 2020. The Commission engaged in a brief question and answer session with Comptroller Testagrose. Commissioner Lednovich complimented the City for holding expenses down.

4.2 PROPOSED FY 2020/2021 BUDGET: City Manager Martin presented the proposed FY 2020/2021 budget. The budget and presentation will be available on the City website. A City Commission Special Meeting will be held Wednesday July 28th at 5:00pm.

***AGENDA CHANGES: A motion was made by Vice Mayor Kerger, seconded by Commissioner Chapman, to add emergency agenda item 8.1(a) regarding the COVID-19 crisis. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

5.1 LAND CONSERVATION: This item is placed on the agenda at the request of Commissioner Lednovich who waived his time for this item.

5.2 WATERFRONT DEVELOPMENT: This item is placed on the agenda at the request of Commissioner Lednovich who waived his time for this item.

5.3 BEACHES: This item is placed on the agenda at the request of Vice Mayor Kreger who recounted the U.S. Army Corps of Engineers three-year land coastal study which is the gold standard for planning and setting the sea level rise standard. The shoreline stabilization grant is funded through the state. A local Veterans treatment program attendee due to graduate in November is also a qualified drone operator is documenting the beach walkover conditions and transformations at no cost. Discussion ensued regarding possible Florida statute changes related to coastal areas.

5.4 MARINA: This item is placed on the agenda at the request of Commissioner Ross who discussed the Florida Inland Navigational District (FIND) grants noting they should be kept in mind when looking at the capital budget.

5.5 OCEAN HIGHWAY AND PORT AUTHORITY (OHPA): This item is placed on the agenda at the request of Commissioner Ross. City Attorney Bach updated the recent six-hour public mediation resulted in an impasse. A forthcoming resolution is being drafted requesting authorization for a lawsuit. Discussion ensued regarding Worldwide Terminals Fernandina construction and improvements which are currently being reviewed in the Building Department. City Attorney Bach is drafting correspondence regarding the obligatory OHPA master plan for incorporation into the City Comprehensive Plan. Further discussion ensued regarding state legislation and compliance.

5.6 PECK CENTER RECEPTION ROOM NAMING: This item is placed on the agenda at the request of Vice Mayor Kreger. *The consensus of the City Commission was to direct staff to move forward with the Peck Center Reception room naming.*

6. PUBLIC COMMENT REGARDING ITEMS NOT ON THE AGENDA OR ITEMS ON THE CONSENT AGENDA: No individuals spoke to this item.

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

7.1 APPROVAL OF MINUTES: According to the agenda support documents, the Minutes of the Regular Meeting of April 7, 2020; Regular Meeting of April 21, 2020; Regular Meeting of May 5, 2020; Regular Meeting of May 19, 2020; Regular Meeting of June 2, 2020; Regular Meeting of June 16, 2020 and City Commission/Charter Review Committee Joint Workshop of June 23, 2020 were presented for approval. Staff recommended approval as presented. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Lednovich, to approve the recommendation. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.2 RESOLUTION 2020-95 APPROVING THE FACILITIES USE AGREEMENT BETWEEN THE 224 JOINT COMMUNICATIONS SUPPORT SQUADRON, GEORGIA AIR NATIONAL GUARD, AND THE CITY OF FERNANDINA BEACH FOR USE OF AIRPORT PROPERTY: According to the agenda support documents this Resolution 2020-95 approves the Facilities Use Agreement with the 224th Joint Communications Support Squadron, Georgia Air National Guard, for use of Airport property. *This item was removed from the agenda for consideration at the request of Airport Director Nathan Coyle.*

7.3 RESOLUTION 2020-96 APPROVING THE EXTENSION OF WASTEWATER SERVICES OUTSIDE THE CORPORATE LIMITS; ACCEPTING THE VOLUNTARY ANNEXATION PETITION FOR ONE PARCEL CONTAINING APPROXIMATELY .45 ACRES OF LAND LOCATED AT 836 ROBIN HOOD DRIVE: According to the agenda support documents Resolution 2020-96 authorizes the extension of wastewater services to the property located at 836 Robin Hood Drive. Also approves the Voluntary Annexation Petition. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Lednovich, to approve Resolution 2020-96. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

*8.1(a) EMERGENCY AGENDA ITEM – COVID-19 CRISIS: Commissioner Lednovich provided a Nassau County COVID-19 statistics update highlighting the positivity rate which recently increased from 9% to 13% including three deaths and suggested mandatory mask wearing in congested outdoor spaces, citing the downtown Farmers Market as an example, be considered. Vice Mayor Kreger recommended the City Commission establish a COVID-19 positivity rate benchmark which will prompt the Commission to enact/adopt additional protective measures.

Commissioner Chapman questioned what enforcement measures are in place. City Manager Martin explained enforcement falls under the Police Department and a request will be made to Police Chief Hurley for statistics on citations issued. Further discussion ensued regarding mask compliance, code enforcement and limiting large gatherings to help flatten the curve. Commissioner Ross suggested cancelling special events that would attract large groups for the next six months. Commissioner Lednovich requested City Manager Martin follow up on mandatory mask compliance with local businesses that may be unaware or not following the mandate. *It was the consensus of the City*

Commission to direct City Manager Martin to cancel Special Events held on City property until Governor DeSantis lifts restrictions mandating that crowds be no larger than 50 people. Mayor Miller questioned whether schools would be regulated once back in session. City Attorney Bach noted the Florida Department of Education operates the school system however the City mandatory mask requirement would be in effect. City Manager Martin thanked of Nassau County Chamber of Commerce President Regina Duncan for printing signage for local businesses, the City contributed half of the costs of the 600 signs that will be distributed.

Ms. Genece Minshew, 2428 Los Robles Drive, referred to a post from public health advisors stating individuals should refrain from participating in social or recreational activities with more than ten people, however the Florida governor has not issued that ruling. Foresight is needed for upcoming holidays including considering mandatory masks outdoors and having police presence in high volume, high traffic business areas.

City Attorney Bach advised the City Commission must act as a body and under Chapter 252 Florida Statutes there is authority to declare a local state of emergency giving police officers authority to arrest individuals not abiding by the order. **A motion was made by Commissioner Ross, seconded by Vice Mayor Kreger, to extend the local state of emergency and authorize the City Manager to review in seven-day increments. Amend Resolution 2020-94 Section 1: remove "or covering"; Section 2: insert patrons in a restaurant, clients at a barbershop, hair salon and/or fitness centers. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

8.1 RESOLUTION 2020-97 AUTHORIZING THE CITY CLERK AND NASSAU COUNTY SUPERVISOR OF ELECTIONS OFFICE TO CONDUCT A 2021 MAIL BALLOT ELECTION: According to the agenda support documents Resolution 2020-97 authorizes the City Clerk and Nassau County Supervisor of Elections Office to conduct a 2021 mail ballot election for proposed Charter amendments. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Chapman, to approve Resolution 2020-97.** Commissioner Lednovich posed whether spending \$27,000 on a 2021 Mail Ballot Election for Charter changes was prudent considering when next year may be financially difficult. Commissioner Ross noted conservation will be on the November 2020 ballot and voiced his support of conducting a Mail Ballot Election considering the Charter Committee has not finished its review. City Attorney Bach noted that Florida Statute requires the City Commission authorize a separate Ordinance establishing the Mail Ballot election date. **Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

8.2 RESOLUTION 2020-98 AWARDING RFP # 2020-02 FOR MANAGING AND/OR LEASING MARINA FACILITIES TO OASIS MARINAS; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE: According to the agenda support documents Resolution 2020-98 awards RFP # 2020-02 02 for Managing and/or Leasing Marina Facilities to Oasis Marinas and allows the City Manager to negotiate an agreement.

City Manager Martin noted the City advertised Request of Proposal (RFP) #2020-02 for managing or leasing the Marina facilities. Five responses were received April 30th from: Coastal Marina Management, Founders 3 Management, Mobius Marina Management, Oasis Marinas, and Safe Harbor Marinas. The City's current Marina management company, Westrec, was provided the opportunity to review the submissions and offer a proposal. Due to the varying nature of the proposals, City staff reached out to Stantec Consulting Services to provide a financial review of the Marina management proposals to determine which proposal is best for the financial health of the Marina. Stantec recommended Oasis Marinas. City Manager Martin noted the Marina Advisory Board recommends that Westrec continue

providing management services for one full year following the Marina becoming fully operational including having fuel available for sale.

Oasis Marinas Vice President of Business Development Brian Arnold introduced Chief Executive Officer Dan Cowan and marina industry expert Jim Bronstein. Mr. Cowan reported of the thirty firms under Oasis management each year has increased revenue a minimum of 30% within one year with the exception of three marinas which did not financially improve noting the importance of due diligence when partnering with companies.

Vice Mayor Kreger expressed concern that no evaluation committee reviewed technical capabilities, previous experience or financial components and questioned the City RFP process. Commissioner Ross stated he made several phone calls seeking references from each RFP submittal and Oasis Marinas stood out as the most qualified. **A motion was made by Commissioner Ross, seconded by Commissioner Lednovich, to approve Resolution 2020-98.**

Ms. Genece Minshew, 2428 Los Robles, phoned each Commissioner detailing how RFP's should be processed and after to speaking to Commissioner Ross and Vice Mayor Kreger (Commissioner Chapman, Commissioner Lednovich and Mayor Miller did not respond) determined that the Commission has not completed the appropriate due diligence necessary to awarding a multimillion-dollar contract. This is an ongoing concern for how the City awards contracts and until there is appropriate due diligence a postponement is requested.

Vote upon passage of the motion was taken by ayes and nays and was as follows:

Commissioner Chapman:	Aye
Commissioner Lednovich:	Aye
Commissioner Ross:	Aye
Vice Mayor Kreger:	Nay
Mayor Miller:	Aye

Motion carried.

8.3 RESOLUTION 2020-99 APPROVING THE UNIVERSITY OF FLORIDA AS A SOLE SOURCE VENDOR IN FISCAL YEAR 2019/2020: According to the agenda support documents Resolution 2020-99 approves the University of Florida as a sole source vendor for work funded through the Florida Department of State Historic Preservation Old Town grant not to exceed \$48,000. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Lednovich, to approve Resolution 2020-99. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

9.1 FIRST READING OF ORDINANCE 2020-22: City Attorney Bach read Ordinance 2020-22 by title only, which was as follows: "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.". According to the agenda support documents Ordinance 2020-22 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. City Attorney Bach recommended the word "generally" be removed for purposes of confining definition to

recreation flumed and confirmed the Charter Review recommendation. **A motion was made by Commissioner Ross, seconded by Commissioner Lednovich, to approve Ordinance 2020-22. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

9.2 Legislative - FIRST READING OF ORDINANCE 2020-23: City Attorney Bach read Ordinance 2020-23 by title only, which was as follows: “AN ORDINANCE OF THE CITY OF FERNANDINA BEACH, FERNANDINA BEACH, FLORIDA CHANGING THE CITY’S FUTURE LAND USE MAP TO ADD CONSERVATION AND RECREATION LANDS FOR PROPERTIES OWNED BY THE STATE OF FLORIDA, NASSAU COUNTY, AND OCEAN HIGHWAY AND PORT AUTHORITY, COLLECTIVELY TOTALING APPROXIMATELY 6.07 ACRES OF LAND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.”. According to the agenda support documents Ordinance 2020-23 modifies non-City owned public parcels throughout the City to contain Conservation or Recreation Future Land Use Map categories. **A motion was made by Commissioner Ross, seconded by Commissioner Lednovich, to approve Ordinance 2020-23.** City Attorney Bach noted the Planning Advisory Board (PAB) issued a recommendation of approval and all affected property owners have been notified. **Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

9.3 Quasi-Judicial – FIRST READING OF ORDINANCE 2020-24: City attorney Bach read Ordinance 2020-24 by title only, which was as follows: “AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, CHANGING THE CITY’S ZONING MAP TO ADD CONSERVATION AND RECREATION LANDS FOR PROPERTIES OWNED BY THE STATE OF FLORIDA, NASSAU COUNTY, AND OCEAN HIGHWAY AND PORT AUTHORITY, COLLECTIVELY TOTALING APPROXIMATELY 6.07 ACRES OF LAND; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.” According to the agenda support documents Ordinance 2020-24 modifies non-City owned public parcels throughout the City to contain Conservation or Recreation Zoning Map categories.

City Attorney Bach explained the judicial process, appeal process and ex parte communication. Commissioner Ross disclosed his communication with numerous people however did not recall specifics over the years and has had no communication in the past two months. Commissioner Chapman, Commissioner Lednovich, Vice Mayor Kreger and Mayor Miller reported no ex-parte communications.

City Clerk Best administered the oath.

Planning and Conservation Department Director Kelly Gibson relied on the agenda backup materials and staff report provided in the agenda packet as the City’s evidence.

9.4 Legislative - FIRST READING OF ORDINANCE 2020-25: City attorney Bach read Ordinance 2020-25 by title only, which was as follows: “AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, CHANGING THE CITY’S FUTURE LAND USE MAP TO ADD CONSERVATION AND RECREATION LANDS FOR PROPERTIES OWNED BY THE CITY OF FERNANDINA BEACH, COLLECTIVELY TOTALING APPROXIMATELY 22.15 ACRES OF LAND; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.” According to the agenda support documents Ordinance 2020-25 modifies City owned parcels throughout the City to contain Conservation or Recreation Future Land Use Map categories. **A motion was made by Commissioner Ross, seconded by Commissioner Lednovich, to approve Ordinance 2020-25. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

9.5 Quasi-Judicial – FIRST READING OF ORDINANCE 2020-26: City Attorney Bach read Ordinance 2020-26 by title only, which was as follows: “AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, CHANGING THE CITY’S ZONING MAP TO ADD CONSERVATION AND RECREATION LANDS FOR PROPERTIES OWNED BY THE CITY OF FERNANDINA BEACH, COLLECTIVELY TOTALING APPROXIMATELY 22.15 ACRES OF LAND; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.” According to the agenda support documents Ordinance 2020-26 modifies City owned parcels throughout the City to contain Conservation or Recreation Zoning Map categories.

City Attorney Bach explained the judicial process, appeal process and ex parte communication. Commissioner Ross disclosed no ex-parte communications in the last two months. Commissioner Chapman, Commissioner Lednovich, Vice Mayor Kreger and Mayor Miller reported no ex-parte communication. City Clerk Best administered the oath.

Planning and Conservation Department Director Kelly Gibson relied on the agenda backup materials and staff report provided in the agenda packet as the City’s evidence.

10.1 CODE ENFORCEMENT AND APPEALS BOARD: According to the agenda support documents there were two appointments for the Code Enforcement and Appeals Board. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Ross, to approve the appointments of Mr. Andy Fotiades and Mr. Leroy Thompson. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

10.2 PLANNING ADVISORY BOARD: According to the agenda support documents there were two appointments for the Planning Advisory Board. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Ross, to approve the appointments of Ms. Barbara Gingher and Mr. John Boylan. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

CITY MANAGER REPORTS:

SURVEY: City Manager Martin reported City staff is drafting an online satisfaction survey regarding trash disposal. The disparity between the 2017 and 2019 sanitation services surveys showed a significant satisfaction drop. A forthcoming meeting with Advanced Disposal as they transition to Waste Management will address resident and contractual concerns.

QUALIFICATIONS: City Manager Martin will meet with City staff to review the received responses (approximately twelve) for the Comprehensive Plan and Land Development Code. A review of qualifications will be presented to the Planning Advisory Board for a recommendation to the City Commission.

REPORTS: City Manager Martin distributed copies of City monthly departmental reports.

REQUEST: City Manager Martin reported that Nassau County has not yet responded to a request for \$500,000 for renovations and repairs of City recreational facilities.

REIMBURSEMENT: City Manager Martin and Comptroller Pauline Testagrose provided Nassau County with a report of COVID-19 related expenses and projections from March 2020 - December 2020 currently estimated at \$677,000. Nassau County has hired a financial consultant to navigate distribution of the

CARES funding, the approximately \$15 million-dollar federal distribution due to the health crisis, local disbursement could possibly take 2-3 years.

BEACH ACCESS: City Manager Martin will address the need for a barricade at Beach Access 7 North.

CITY ATTORNEY REPORTS:

LEADERSHIP: City Attorney Bach thanked the Commission for their leadership in response to face masks and well-being amidst the current health crisis.

PLEDGE: City Attorney Bach read the Pledge of Civility affixed to the Chambers podium that states: We will be respectful of one another even when we disagree. We will direct all comments to the issue. We will avoid personal attacks.

QUOTE: City Attorney Bach quoted President Abraham Lincoln's "Politeness costs so little" as a reminder regarding social distancing and mandatory masks during the health crisis.

CITY CLERK REPORTS:

ELECTION: City Clerk Best announced the 2020 General Election qualifying period concluded Friday July 17th at 5pm and the following individuals have qualified to have their names placed on the 2020 General Election Ballot as follows: Group 1: Bradley Bean and Marian Phillips; Group 2: Alexandra Lajoux, Genece Minshew and David Sturges; Group 3: Incumbent Commissioner Chip Ross and Wendall McGahee.

BOARD VACANCIES: City Clerk Best updated the advisory board vacancies as follows: Airport Advisory Commission - one vacancy; Board of Adjustment – one alternate vacancy; Board of Trustees Police and Fire Pension Plan - one vacancy; Housing Authority - one vacancy; Golf Course Advisory Board - one vacancy and Parks and Recreation Advisory Committee – one vacancy.

MAYOR/COMMISSIONER COMMENTS:

THANK YOU: Commissioner Ross thanked all the community "heroes" including residents and business owners complying with safe practices amidst the current health crisis and reminding all about the importance of good hand hygiene, keeping hands away from the face, maintaining physical distancing of at least six feet and quarantining when necessary. Commissioner Ross shared key points from the Nassau County Department of Health COVID-19 guidelines.

VACCINATION: Commissioner Chapman shared a personal experience with shingles and suggested all consider a preventative vaccine.

COVID-19: Commissioner Lednovich shared a personal experience with COVID-19 and the devastating effects irrespective of age.

COMPLIMENT: Commissioner Lednovich complimented the Utilities Department for their professional and efficient service in replacing a water main at his residence.

FOOD DISTRIBUTION: Vice Mayor Kreger reported the current crisis is contributing to a 13% unemployment rate with 10% of local children living in poverty. A free Farm Day food distribution will

be held Thursday, July 23rd 9:00am -11:00am at the Reverend Dr. Martin Luther King Jr. Recreation Center.

COALITION: Vice Mayor Kreger explained that Senator Aaron Bean and local businessman Rick Keffer are hosting the second meeting of a private coalition addressing racial concerns.

THANK YOU: Mayor Miller commended City Manager Martin on rapidly responding and resolving to a citizen concern regarding missing planks from a beach walkover.

APOLOGY: Commissioner Lednovich apologized to Candidate Genece Minshew for not responding to her recent email.

CRISIS: Mayor Miller acknowledged the stress of the current crisis and encouraged unity as we move forward.

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

ATTEST:

Caroline Best
City Clerk

John A. Miller
Mayor-Commissioner

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2020-111
Facilities Use Agreement - Mercedes-Benz USA, LLC

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2020-111

SYNOPSIS: This Facilities Use Agreement will provide for use of the remote parking pavement area between Runway 9/27 and Taxiway C (Closed Runway 18/36) at the Fernandina Beach Municipal Airport to produce an instructional video related to operation of Mercedes Benz vehicles from 7 AM until 6 PM on August 24, 2020.

In discussion with Mercedes Benz representatives, Airport staff would expect approximately ten individuals on-site to conduct this video and social distancing practices will be in place.

The Airport will present this draft agreement to the Airport Advisory Commission during its August 13, 2020 meeting to obtain a recommendation, which recommendation will be provided to the City Commission.

FISCAL IMPACT: The fee for use of the Airport under this agreement is \$1,000.00. Funds will be deposited into the Airport Fund, Other Revenue Account, 420 36990.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2020-111.

Nicole Bednar, Administrative Services Manager	8/6/2020
Dale L. Martin, City Manager	8/7/2020
Pauline Testagrose, Comptroller	8/7/2020
Tammi E. Bach, City Attorney	8/7/2020
Katie Newton, Legal Assistant	8/11/2020

Date: July 30, 2020

Submitted By: Nathan Coyle, Airport Director

COMMISSION ACTION: Adopt

RESOLUTION 2020-111

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING A FACILITIES USE AGREEMENT WITH MERCEDES-BENZ USA, LLC FOR THE USE OF AIRPORT PROPERTY TO PRODUCE A DRIVER INSTRUCTIONAL VIDEO RELATED TO THE OPERATION OF ITS VEHICLES; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Mercedes-Benz USA LLC has requested to use Airport property at the Fernandina Beach Municipal Airport to produce an instructional video related to operation of its vehicles on August 24, 2020; and

WHEREAS, such use of Airport property will be the pavement area of remote parking area (closed Runway 18/36) between Runway 9 and Taxiway C, and such training activity will not affect normal operations of the Airport; and

WHEREAS, the City of Fernandina Beach will receive \$1,000.00 for use of Airport property; and

WHEREAS, the designated monies will be deposited into the Airport Fund, Other Revenue Account, 420 36990.

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 Facilities Use Agreement, attached hereto as Exhibit "A", with Mercedes-Benz USA, LLC to produce an instructional video related to use of its vehicles on the prescribed date at the Fernandina Beach Municipal Airport.

SECTION 2. The City Manager and City Clerk are hereby authorized to execute said agreement and any other associated documents necessary to conduct this event, upon review and approval by the City Attorney.

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

ADOPTED this 18th 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 OF FERNANDINA BEACH FACILITIES USE AGREEMENT

This FACILITIES USE AGREEMENT (herein after called the AGREEMENT) is made and entered into this 18th day of August, 2020, by and between the CITY OF FERNANDINA BEACH, a Florida municipal corporation, whose address is 204 Ash Street, Fernandina Beach, FL 32034 (herein called "CITY"), and Mercedes-Benz USA, LLC whose address is 13470 International Parkway, Jacksonville, FL 32218 (herein called "USER").

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

WHEREAS, USER has expressed a desire to use said FACILITY to conduct filming of instructional videos related to use of automobiles owned by Mercedes Benz. USER shall have use of this property to place and utilize its equipment on the date specified below.

NOW, THEREFORE, the parties agree as follows:

1. USER shall be permitted to use the FACILITY described above during the period of 7 AM until 6 PM on August 24, 2020.
2. USER will set up and use the FACILITY on a continuous basis during this period on the Closed Runway 18/36 (between Rwy 9/27 and Twy C) to conduct filming of instructional vehicles related to automobiles owned and operated by Mercedes Benz staff. The parties understand and agree that the closed Runway (Runway 18/36) is no longer operational and aircraft will not be utilizing that surface to taxi, arrive, or depart during this event.
3. USER shall pay CITY the sum of \$1,000.00 for use of FACILITY during the period designated above, payable with returning this signed AGREEMENT.
4. As condition to USER's right to use the facilities herein, USER agrees to and shall comply with the following:
 - a. USER shall not exclude any person from its services because of race, sex, age, religion, disability, national origin or other prohibited discrimination.
 - b. USER shall have competent, responsible, and able supervision on the premises at all times that its service is operational.
 - c. USER shall not interfere with emergency operations of CITY or other authorized users of the FACILITY.
 - d. USER shall keep premises in a clean and sanitary condition, and be responsible for cleanup on a daily basis and removal of temporary structures at the site upon completion of the event and returning property to same condition as when received.
 - e. CITY shall have the right, acting through its agents or employees, to enter upon the premise at reasonable hours and times for the purpose of making inspections.
 - f. USER will obtain all required Federal, State, County and City permits including any applicable fees.
 - g. USER shall not undertake any alterations or changes in the construction of the facility premises, without prior written consent of CITY.
 - h. USER agrees to assume liability for and indemnify, hold harmless, and defend the CITY, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims,

demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, arising directly or indirectly out of or in connection with any negligent and/or deliberate act or omission of USER, its officers, employees, agents, and representatives. USER's liability hereunder shall include all attorney's fees and costs incurred by the CITY in the enforcement of this indemnification provision. This includes claims made by the employees of USER against the CITY and USER hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement. Nothing contained in the foregoing indemnification shall be construed to be a waiver of any immunity or limitation of liability the CITY may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

- i. USER shall not rent, sublet, or assign space in the FACILITY premises without the prior written consent of CITY.
 - j. USER has priority over the portion of the FACILITY as described during the time agreed upon in this AGREEMENT, and can use specified areas during the time of this AGREEMENT.
 - k. CITY reserves the right to cancel this AGREEMENT at any time, without cause, by giving USER 30 day-notice of such cancellation.
 - l. USER shall maintain liability insurance, in amounts as deemed necessary and appropriate by the City Attorney, show the CITY as additional insured thereon, and shall provide proof of it to CITY, upon commencement of this AGREEMENT, and thereafter, as required by CITY. USER will provide insurance on all their equipment being used in the FACILITY.
 - m. USER shall, at all times, abide by Federal, State, and local laws, in the operation of its programs or services at the FACILITY. Sale and/or consumption of alcohol not allowed on Airport property unless properly permitted by the City.
5. Term of Agreement: The term of the AGREEMENT is as noted in paragraphs 1 and 2 above, unless terminated sooner.

6. The addresses for giving notices are as follows:

USER: Mercedes Benz USA, LLC
13470 International Parkway
Jacksonville, FL 32218

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

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

USER: _____

CITY OF FERNANDINA BEACH

By:

By: _____

Dale L. Martin

Its:

Its: City Manager

101 _____
Employer ID #

By: _____

Caroline Best

Its: City Clerk

Approved as to Form and Legality:



Tammi E. Bach, City Attorney

ALL PARTIES TO AGREEMENT PLEASE INITIAL THIS PAGE AND THE FOLLOWING PAGE

INDEMNIFICATION

The parties recognize that FACILITY USER is an independent contractor. FACILITY USER agrees to assume liability for and indemnify, hold harmless, and defend the CITY, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, arising directly or indirectly out of or in connection with any negligent and/or deliberate act or omission of FACILITY USER, its officers, employees, agents, and representatives. FACILITY USER's liability hereunder shall include all attorney's fees and costs incurred by the CITY in the enforcement of this indemnification provision. This includes claims made by the employees of FACILITY USER against the CITY and FACILITY USER hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement. Nothing contained in the foregoing indemnification shall be construed to be a waiver of any immunity or limitation of liability the CITY may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

INSURANCE

A. Certificate of Insurance

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

- The name of the insured, the name of the insurer, the number of the policy, its effective date, and its termination date;
- Statement that the insurer will mail notice to the Insured at least thirty (30) days prior to any , cancellation, , or non-renewal of the policy; The insured will provide said notice to CITY of Fernandina Beach and a copy to FACILITY USER upon receipt
- Certificate of Insurance shall be in the form as approved by the CITY of Fernandina Beach, naming the CITY as additional insured, and such Certificate shall clearly state all the coverage required in this Section;
- If requested by the CITY of Fernandina Beach, FACILITY USER shall furnish complete copies of endorsements; and
- Receipt of certificates or other documentation of insurance or policies or copies of policies by the CITY of Fernandina Beach or by any of its representatives which indicate less coverage than required by this agreement does not constitute a waiver of Advanced Disposal-Stateline obligations to fulfill the requirements of this Section.

B. Workers' Compensation Insurance

FACILITY USER shall have in full force, during the life of this agreement, Workers' Compensation and Employer's Liability Insurance for all its employees connected with work under this agreement, and in the event any work is subcontracted, FACILITY USER shall require the subcontract similarly to provide Workers' Compensation Insurance for all of the latter's employees, unless such employees

are covered by the protection afforded by FACILITY USER. FACILITY USER may provide a workers' compensation waiver in lieu of workers' compensation insurance where such waiver is properly approved by the Florida Department of Labor and Employment Security and accepted by the CITY of Fernandina Beach in writing. Such insurance or waiver shall comply with the Florida Workers' Compensation Law. In case any class of work conducted under this agreement is not protected under the Workers' Compensation statute, FACILITY USER shall provide adequate insurance, satisfactory to the CITY of Fernandina Beach, for the protection of employees not otherwise protected.

C. Liability Insurance

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

- Commercial General and Automobile Liability Insurance:
 - Minimum Coverage is \$1,000,000 single limit and \$2,000,000 aggregate
 - Coverage shall include premises, operations, products, completed operations, contractual liability covering this agreement, contracts and leases, broad form property damage coverage, personal injury and bodily injury.
 - If Umbrella or Excess liability coverage is used to satisfy the requirements of this Article, it shall not be more restrictive than the underlying insurance policy coverage.
- Commercial Automobile Liability:
 - Minimum Coverage is \$1,000,000 single limit and \$2,000,000 aggregate
 - Coverage shall include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

Addendum to Facilities Use Agreement
Agreement dated (08/18/2020)
Between
Mercedes-Benz USA, LLC (“MBUSA”)
And
City of Fernandina Beach, (hereinafter “Vendor”)

1. **Indemnification.** **Vendor** agrees to defend, hold harmless and indemnify MBUSA, its parent, subsidiaries, affiliates, employees, officers, directors and agents from and against any liability, loss, damage, cost and expense that MBUSA may suffer as a result of any claims, suits, demands, actions, causes of action, penalties, expenses, or costs, whether foreseen or unforeseen, including reasonable attorneys' fees, that may be made or had against MBUSA, by way of any negligence, reckless acts and/or intentional or willful misconduct by **Vendor**, its employees, agents, directors, officers, servants and representatives, in connection with its performance under this Agreement.
2. **Insurance.** **Vendor** represents and warrants that it has sufficient insurance coverage in force to comply with all of its obligations under this Agreement. In the event that **Vendor** does not have sufficient insurance coverage, the lack of such coverage shall have no impact upon **Vendor** contractual obligations set forth herein, which obligations will remain in full force and effect.
3. **Compliance.** In connection with the activities of the Parties related to this Agreement, **Vendor** is obliged to desist from all practices which may lead to penal liability due to fraud or embezzlement, insolvency crimes, crimes in violation of competition, guaranteeing advantages, bribery, acceptance of bribes or other corruption crimes on the part of persons employed by the **Vendor** or other third parties. In the event of violation of the above, MBUSA has the right to immediately withdraw from or terminate all legal transactions existing with the **Vendor** and the right to cancel all negotiations.
The above notwithstanding, the **Vendor** is obliged to adhere to all laws and regulations applicable to both itself and the commercial relationship with MBUSA.
4. **Accounts and Records/Audit.** **Vendor** and their subcontractors shall throughout the term of this Agreement and for a period of six (6) months after its expiration or termination, keep up-to-date records with respect to all work performed hereunder including, but not limited to, documentation of all expenditures and purchases made, time incurred and personnel used in connection with the Services performed hereunder in accordance with standard accounting and record keeping practices acceptable to MBUSA. In order to assure the maintenance of said records and to permit MBUSA to assure that the Services have been performed as provided in the Agreement and to confirm **Vendor** and their subcontractors billing where appropriate, **Vendor** and their subcontractors shall throughout the term of this Agreement and for a period of six (6) months after its expiration or termination permit MBUSA to examine **Vendor's** and their subcontractors accounts and records by a person or persons, either in the employ of MBUSA or acceptable to MBUSA at such reasonable time or times as MBUSA may designate.
5. **Communications.** **Vendor** hereby agrees that it will not take any of the following actions with respect to the execution of the Agreement or the provisions of the Services hereby without first obtaining express written consent from the MBUSA business department contact, including but not limited to the following: 1) issuing a press release; 2) providing written or verbal commentary to the media; 3) making an external speech or taking other publicity-related activities including

postings on any public forum relating to or which mentions MBUSA or the Services provided hereunder. In addition, **Vendor** hereby agrees that it will refer any inquiries from the media concerning the Services provided under the Agreement to the MBUSA Corporate Communications Department for review and coordination prior to **Vendor** making a response to such inquiry.

6. **Trademarks.** **Vendor** acknowledges and agrees that the words "Mercedes-Benz," "Mercedes," "Sprinter," and "Smart" and the Three-Pointed Star within a Circle, the Sprinter logo and the Smart logo are the solely owned and validly registered trademarks and trade names of Daimler AG – Daimler Aktiengesellschaft, the ultimate parent company of Buyer. **Vendor** recognizes that it is not authorized to use any of Daimler AG's trademarks and trade names without the prior written approval of Buyer.
7. **Subcontractors.** **Vendor** shall not use a subcontractor in the performance of its duties hereunder without Buyer's prior written approval. In regard to each subcontractor approved by Buyer, **Vendor** shall provide evidence of the subcontractor's liability insurance in sufficient coverage and policy limits as required for the services to be provided by such subcontractor. **Vendor** warrants that it has conducted a criminal background investigation on each of **Vendor's** employees or agents who have been or will be involved in the development of the Items or Services and further warrants that **Vendor** and each of its employees and agents who have been or will be involved in the development of the Services or Items have not been convicted of any felony or a misdemeanor involving crimes of violence, fraud, misappropriation, or other breach of trust.

THE TERMS AND CONDITIONS SET FORTH IN THE FACILITIES USE AGREEMENT SHALL GOVERN THIS ADDENDUM AND IF ANY TERMS OF THIS ADDENDUM MATERIALLY CONFLICT WITH AND/OR CONTRADICT THE TERMS OF THE AGREEMENT, THEN THE TERMS OF THE MBUSA ADDENDUM SHALL GOVERN.

MERCEDES-BENZ USA, LLC

By: _____

Print: _____

Title: _____

Dated: _____

CITY OF FERNANDINA BEACH

By: _____

Dale L. Martin

Its: City Manager

By: _____

Caroline Best

Its: City Clerk

By: _____

Approved as to Form and Legality:



Print: _____

Title: _____

Dated: _____

By: _____

Print: _____

Title: _____

Dated: _____

Tammi E. Bach
Its: City Attorney

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2020-112
Award of Bid #2020-07 - Allied Universal Corporation

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2020-112

SYNOPSIS: The City solicited bids for pricing of the annual requirements for Chlorine Gas and Sulfur Dioxide utilized in the water and wastewater plant operations. One bid was received from current supplier, Allied Universal Corporation, with a per pound price of \$0.27795 for Chlorine Gas and \$0.4925 for Sulfur Dioxide. Staff recommends awarding bid to Allied Universal Corporation.

FISCAL IMPACT: Funds are budgeted in Water Chemicals account, 460 55240, and Wastewater Chemicals account, 450 55240.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend the City Commission approve proposed Resolution 2020-112.

John Mandrick, Utilities Director	7/13/2020
Dale L. Martin, City Manager	8/7/2020
Pauline Testagrose, Comptroller	8/7/2020
Tammi E. Bach, City Attorney	8/7/2020

Date: July 02, 2020

Submitted By: Alice Gizzo, Administrative Specialist

COMMISSION ACTION: Adopt

RESOLUTION 2020-112

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AWARDING BID #2020-07 FOR CHLORINE GAS AND SULFUR DIOXIDE TO ALLIED UNIVERSAL CORPORATION FOR FISCAL YEAR 2020/2021; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City's bid process was utilized to secure competitive bids for the purchase of the annual requirement of Chlorine Gas and Sulfur Dioxide to be utilized by the Water and Wastewater operations of the City's Utilities Department in Fiscal Year 2020/2021; and

WHEREAS, Bid #2020-07 for Chlorine Gas and Sulfur Dioxide was advertised according to purchasing policies and procedures; and

WHEREAS, after review and consideration of the one bid received, staff recommends awarding Bid #2020-07 to the sole bidder, Allied Universal Corporation, with a per pound bid price of \$0.27795 for Chlorine Gas and \$0.4925 for Sulfur Dioxide; and

WHEREAS, funds are budgeted in Water Chemicals account, 460 55240, and Wastewater Chemicals account, 450 55240.

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 award of Bid #2020-07 to Allied Universal Corporation.

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

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

ADOPTED this 18th day of August, 2020.

CITY OF FERNANDINA BEACH

John A. Miller
Mayor - Commissioner

ATTEST:

APPROVED AS TO FORM AND LEGALITY:



Caroline Best
City Clerk

Tammi E. Bach
City Attorney

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #2020-07
CHLORINE GAS AND SULFUR DIOXIDE**

INTRODUCTION

The City of Fernandina Beach, Florida is accepting competitive sealed bids for **CHLORINE GAS ONE TON CYLINDERS and SULFUR DIOXIDE ONE TON CYLINDERS**.

The City will receive sealed bids at the location stated below not later than **2:00pm, June 26, 2020**.

Any submittal received after the above stated time and date will not be considered. It shall be the sole responsibility of the Bidder to have its Bid delivered to the City of Fernandina Beach, by U.S. Mail, hand delivery or any other method available to him/her; however, facsimile or electronic submittals will not be accepted. Delay in delivery shall be the sole responsibility of the Bidder. Submittals received after the deadline will not be considered. Award of the Bid is subject to authorization and appropriation of funds in the fiscal year 2020-2021 budget.

BIDDERS ARE REFERRED TO THE ATTACHED GENERAL CONDITIONS FOR OTHER IMPORTANT INFORMATION REGARDING THE BID PROCESS, REQUIREMENTS AND EXHIBITS.

The original bid submittal ((**1 original, 2 copies and 1 electronic copy, CD or thumb drive**)) must be delivered to City Hall in a sealed package, clearly marked on the outside, **ITB #2020-07** and addressed to:

City of Fernandina Beach
Attn: City Clerk's Office – **ITB #2020-07**
204 Ash Street
Fernandina Beach, FL 32034

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

The bid shall be submitted on the specified **"Contact Sheet/Bid Form"** (**1 original, 2 copies, 1 electronic copy, CD or thumb drive**), hereto attached as **"Exhibit A"**. The person signing the Bid Response Form shall have the authority to bind the proposer to the Bid. All information on the Bid form shall be provided, or the Bid may not be accepted.

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

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #2020-07
CHLORINE GAS AND SULFUR DIOXIDE**

SPECIFICATIONS

BID SPECIFICATIONS FOR CHLORINE GAS AND SULFUR DIOXIDE

This Invitation to Bid is for annual requirements for Chlorine Gas in one-ton container cylinders and Sulfur Dioxide in one-ton container cylinders for the City of Fernandina Beach, Florida.

Bidders must guarantee delivery to the City within five business days of order placement. **Method of transportation must be in full compliance with EPA, DOT, OSHA and any additional prevailing regulation(s).**

Bidders must be Certified and agree to conduct a single session annual chlorine safety training class for 50 people per OSHA Hazard Awareness Level One Training Guidelines. Training will also include overview of Material Safety Data Sheets for chlorine. The City of Fernandina Beach will determine the time, date, and location on City property for the safety training and coordinate with successful bidder.

Bidders agree to be able to remove chlorine cylinders from the City in an emergency with a maximum of one-hour notification. The City reserves the right to hold one-ton containers for a period up to six months at a time without any additional payment required. Bidders assume all responsibility for cylinders at all times. Vendor distribution center shall be located within a 120 mile-radius from 1180 S. 5th Street, Fernandina Beach, FL. The City of Fernandina Beach may inspect Bidders facilities for approval prior to awarding this contract.

Estimated annual chlorine consumption is 97,000 # total in one-ton cylinders containers averaging four one-ton cylinders/month. Estimated annual sulfur dioxide consumption is 16,000-19,000 # total.

The City of Fernandina Beach reserves the right to increase or decrease estimated annual quantities to meet additional or reduced requirements based on operations and/or the City's 2020-2021 budget.

Chlorine and Sulfur Dioxide are to be quoted unit price per pound, delivered, F.O.B. Fernandina Beach, Florida.

Surcharges or fees must be identified and quoted and will be totaled with the delivered unit price for award calculation. Prices are to remain firm through contract duration beginning October 1, 2020 through September 30, 2021. All delivery tickets and invoices must show who ordered, the date ordered and the Contract or PO number.

The length of this agreement shall be one year, with two one-year renewals possible based on the mutual consent of both parties. Contract may be terminated by either party with 60 days written notification.

QUALIFICATIONS

In addition to any State or Federal required licensing or certifications, bidder must show that they are legally licensed to operate in the State of Florida and are properly licensed in their local municipality. If such municipality does not require occupational/business license they must provide documentation that states such licensing is not required. If Bidder's business office is located in the City of Fernandina Beach a business tax license is required.

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #2020-07
CHLORINE GAS AND SULFUR DIOXIDE

AWARD

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

BID PACKAGE

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

CONTACT

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

<u>Department</u>	<u>Contact</u>	<u>Email</u>	<u>Phone</u>
Utilities	John Mandrick	jmandrick@fbfl.org	904-310-3421

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

ADDENDA

A written response to bidder questions will be issued via Addendum and posted on the City's website at www.fbfl.us, Bids and Purchasing web page. It is the bidder's responsibility to check the City's website for Addenda prior to submitting their bid. The deadline for questions is 5 days before bid opening.

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

INSURANCE REQUIREMENTS

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

BOND REQUIREMENTS

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

EQUAL OPPORTUNITY/AFFIRMATIVE ACTION

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

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #2020-07
CHLORINE GAS AND SULFUR DIOXIDE**

**GENERAL CONDITIONS OF INVITATION TO BID
"GENERAL"**

1. PREPARATION OF BID

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

2. SUBMISSION OF BID

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

3. REJECTION OF BID

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

4. WITHDRAWAL OF BID

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

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #2020-07
CHLORINE GAS AND SULFUR DIOXIDE

5. LATE BID

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

6. LOCAL, STATE, AND FEDERAL COMPLIANCE

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

7. AWARD OF INVITATION TO BID

- a. The INVITATION TO BID will be awarded to the most responsive and responsible bidder offering the best value to the City of Fernandina Beach.
- b. The City reserves the right to accept and award item by item, and/or by group, or in the aggregate.
- c. A written award of acceptance (Purchase Order), mailed or otherwise furnished to the successful Bidder shall result in a binding contract without further action by either party.
- d. Unless otherwise noted in the specifications, the length of the agreement shall be one year, with 2 one year renewals possible based on the mutual consent of the parties.
- e. Upon award, for construction projects, the Contractor will be required to complete/execute the City's Contract and General Conditions for Construction Services. An example of the contract can be found on the City's website at www.fbfl.us, Bids and Purchasing web page.
- f. Agreement may be cancelled with 60-day notice unless otherwise stated in signed contract documents.

8. NOT RESPONSIBLE FOR COSTS

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

9. BONDS

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

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #2020-07
CHLORINE GAS AND SULFUR DIOXIDE

BID BOND:

- a. If the Base Bid or the Base Bid plus the sum of any alternates fall into the criteria above requiring a Bid Bond, the bidder shall enclose a Certified Check or Bid Bond with each bid. A Certified Check or Bid Bond shall be for an amount not less than five percent (5%) of the Bid price and shall be made payable to the CITY OF FERNANDINA BEACH as a guarantee that the Bidder will not withdraw its bid for a period of ninety (90) calendar days after Bid closing time. Bid Bonds or Certified Checks will be returned to unsuccessful bidders within 10 days of bid award. Successful bidders will receive their Certified Check or Bid Bond after the contract/agreement has been signed and a Performance and Payment Bond is received.

PERFORMANCE AND PAYMENT BONDS:

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

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

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

10. PUBLIC INFORMATION

- a. All information contained in this Bid is public information, and as such will be handled in accordance with chapter 119, Florida Statutes.

11. ADDITIONAL INFORMATION

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

12. QUESTIONS

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

13. INDEMNIFICATION AND INSURANCE

INDEMNIFICATION-GENERAL

The parties recognize that CONTRACTOR/VENDOR is an independent Contractor. CONTRACTOR/VENDOR agrees to assume liability for and indemnify, hold harmless, and defend the CITY, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #2020-07
CHLORINE GAS AND SULFUR DIOXIDE

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

INSURANCE

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

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

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

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

CITY OF FERNANDINA BEACH, FLORIDA
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against the [Name of Owner], [Name of General Contractor], [Name of Contractor (your company)] and all other indemnities named in the Contract.

- N. Should the Contractor engage a Subcontractor, the same conditions will apply under this contract to each Subcontractor, however, the retained Subcontractor shall be required to maintain limits of liability of not less than One Million (\$1,000,000.00) Dollars per occurrence and Two Million (\$2,000,000) Dollars in the aggregate, with said limits applicable on a per project basis, or such greater limits as may be required by the retaining Subcontractor.

14. PAYMENT

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

15. BID PROTESTS

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

16. FEDERAL GRANT MONEY

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

17. LOBBYING

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

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #2020-07
CHLORINE GAS AND SULFUR DIOXIDE**

EXHIBITS

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

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #2020-07
CHLORINE GAS AND SULFUR DIOXIDE**

EXHIBIT "A"

CONTACT SHEET/BID FORM

Price is in accordance with the Specifications and the General Conditions of the ITB as provided.

BID AMOUNT: \$ _____ PER LB CHLORINE GAS

 \$ _____ PER LB SULFUR DIOXIDE

Delivered, F.O.B. Fernandina Beach, Florida

Name: _____

Federal Taxpayer ID: _____

Mailing Address: _____

City, State, & Zip Code: _____

Telephone: _____ Fax: _____

Email: _____

Submitted By: _____

Title: _____

FIRM Accepts Credit Cards*: Yes No

Accounting Contact:

Name: _____ Title: _____

Email Address: _____ Phone: _____

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

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #2020-07
CHLORINE GAS AND SULFUR DIOXIDE**

EXHIBIT "B"

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

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

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

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

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted FIRM list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted FIRM list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted FIRM list. (Please describe any action taken by, or pending with, the Department of General Services.)

Signature

Date:

STATE OF FLORIDA

COUNTY OF _____

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

Notary Public

My Commission expires: _____

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #2020-07
CHLORINE GAS AND SULFUR DIOXIDE**

EXHIBIT "C"

DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

COMPANY: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ PHONE: _____

NAME (TYPED OR PRINTED): _____ TITLE: _____

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #2020-07
CHLORINE GAS AND SULFUR DIOXIDE**

EXHIBIT "D"

CITY OF FERNANDINA BEACH, FLORIDA



E-VERIFY STATEMENT

Bid/Proposal Number: _____

Project Description: _____

I/FIRM acknowledges and agrees to the following:

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

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

Individual/Company/Firm: _____

Authorized Signature: _____

Title: _____

Date: _____

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #2020-07
CHLORINE GAS AND SULFUR DIOXIDE**

EXHIBIT "E"

PROPOSER ACKNOWLEDGEMENTS AND AGREEMENTS

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

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

Name: _____ Title: _____

Signature: _____ Date: _____

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #2020-07
CHLORINE GAS AND SULFUR DIOXIDE

EXHIBIT "F"

CONFLICT OF INTEREST STATEMENT

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

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

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

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

Signature

Date:

STATE OF FLORIDA

COUNTY OF _____

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #2020-07
CHLORINE GAS AND SULFUR DIOXIDE**

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

Notary Signature

My Commission expires: _____

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #2020-07
CHLORINE GAS AND SULFUR DIOXIDE**

EXHIBIT "G"

NON-COLLUSION AFFIDAVIT

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

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

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

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

Signature

Date:

STATE OF FLORIDA

COUNTY OF _____

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

My Commission expires: _____

Notary Signature

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #2020-07
CHLORINE GAS AND SULFUR DIOXIDE**

EXHIBIT "H"

DISPUTES DISCLOSURE FORM

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

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

YES___ NO___

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

YES_____NO_____

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

YES_____NO_____

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

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

Firm

Date

Authorized Signature

Printed or Typed Name and Title

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH BID OPENING
ITB 2020-07 CHLORINE GAS AND SULFUR DIOXIDE

June 26, 2020 Bid Opening

Opened by: Wanda Weaks

DATE/TIME	COMPANY NAME	BID AMOUNT	REQUIRED FORMS A-H
6/24/2020 2:44pm	Allied Universal	Chlorine Gas 0.27795 per lb Sulfur Dioxide 0.4925 per lb	√

This is a preliminary summary of the quotes as they were opened and announced. Contractor/Vendor should not assume award until after final/review/ recommendation for award.

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #2020-07
CHLORINE GAS AND SULFUR DIOXIDE**

EXHIBIT "A"
CONTACT SHEET/BID FORM

Price is in accordance with the Specifications and the General Conditions of the ITB as provided.

BID AMOUNT: \$ 0.27795 PER LB CHLORINE GAS
 \$ 0.4925 PER LB SULFUR DIOXIDE

Delivered, F.O.B. Fernandina Beach, Florida

Name: Allied Universal Corporation

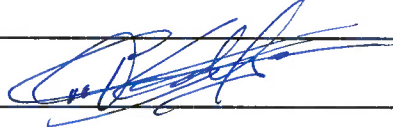
Federal Taxpayer ID: 59 0776285

Mailing Address: 3901 NW 115 Ave

City, State, & Zip Code: Miami, FL 33178

Telephone: (305) 888-2623 Fax: (786) 522 0215

Email: Bids@Allieduniversal.com

Submitted By: Cristhianne Munguia 

Title: Bid Coordinator

FIRM Accepts Credit Cards*: ☒ Yes ☐ No

Accounting Contact:

Name: David Bargamento Title: Credit Manager

Email Address: DaveB@Allieduniversal.com Phone: (305) 888-2623 Ext. 118

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

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #2020-07
CHLORINE GAS AND SULFUR DIOXIDE

EXHIBIT "B"

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

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

1. This sworn statement is submitted with Bid, Proposal or Contract for 2020-07.
2. This sworn statement is submitted by (entity) Allied Universal Corporation whose business address is 3901 NW 115 Ave, Miami FL 33178 and (if applicable) Federal Employer Identification Number (FEIN) is 59 0776285 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)
3. My name is Cristhianne Munguia and my relationship to the entity named above is Bid Coordinator.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(a) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a) (b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The City of Fernandina Beach, Florida ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #2020-07
CHLORINE GAS AND SULFUR DIOXIDE**

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

☒ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (Please attach a copy of the final order.)

☐ The person or affiliate was placed on the convicted FIRM list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted FIRM list. (Please attach a copy of the final order.)

☐ The person or affiliate has not been placed on the convicted FIRM list. (Please describe any action taken by, or pending with, the Department of General Services.)

Signature

June 23, 2020

Date:

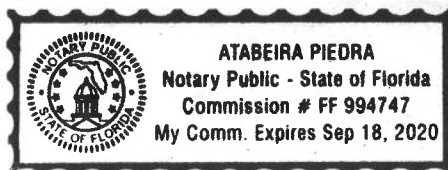
STATE OF FLORIDA

COUNTY OF Miami - Dade

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 23 day of June, 20 20, and is personally known to me, or has provided personally known as identification.

Notary Public

My Commission expires: 9/18/20



THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #2020-07
CHLORINE GAS AND SULFUR DIOXIDE**

EXHIBIT "C"

DRUG-FREE WORKPLACE CERTIFICATION

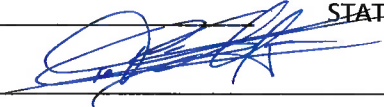
The below-signed INDIVIDUAL/FIRM certifies that it has implemented a drug-free workplace program. In order to have a drug-free workplace prepare, a business shall:

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

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

COMPANY: Allied Universal Corporation

CITY: Miami STATE: FL ZIP CODE: 33178

SIGNATURE:  PHONE: (305) 888-2623

NAME (TYPED OR PRINTED): Cristhianne Munguia TITLE: Bid Coordinator

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #2020-07
CHLORINE GAS AND SULFUR DIOXIDE**

EXHIBIT "D"

CITY OF FERNANDINA BEACH, FLORIDA



E-VERIFY STATEMENT

Bid/Proposal Number: ITB 2020-07

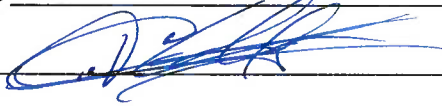
Project Description: CHLORINE GAS AND SULFUR DIOXIDE

I/FIRM acknowledges and agrees to the following:

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

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

Individual/Company/Firm: Allied Universal Corporation

Authorized Signature: 

Title: Bid Coordinator

Date: June 23, 2020

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #2020-07
CHLORINE GAS AND SULFUR DIOXIDE**

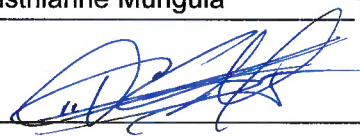
EXHIBIT "E"

PROPOSER ACKNOWLEDGEMENTS AND AGREEMENTS

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

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

Name: Cristhianne Munguia Title: Bid Coordinator

Signature:  Date: June 23, 2020

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #2020-07
CHLORINE GAS AND SULFUR DIOXIDE

EXHIBIT "F"

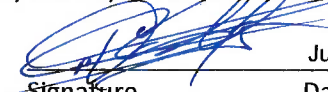
CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with Bid, Proposal or Contract for 2020-07.

This sworn statement is submitted by (entity) Allied Universal Corporation whose business address is 3901 NW 115 Ave, Miami FL 33178 and (if applicable) Federal Employer Identification Number (FEIN) is 59 0776285 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Cristhianne Munguia and my relationship to the entity named above is Bid Coordinator.

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



Signature Date: June 23, 2020

STATE OF FLORIDA
COUNTY OF Miami - Dade

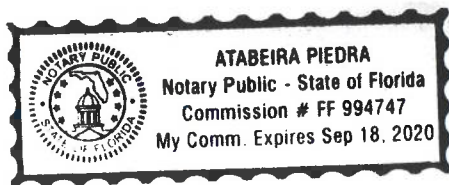
**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #2020-07
CHLORINE GAS AND SULFUR DIOXIDE**

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 23 day of June, 2020, and is personally known to me, or has provided personally known as identification.



Notary Signature

My Commission expires: 9/18/20



THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #2020-07
CHLORINE GAS AND SULFUR DIOXIDE**

EXHIBIT "G"
NON-COLLUSION AFFIDAVIT

This sworn statement is submitted with Bid, Proposal or Contract for 2020-07.

This sworn statement is submitted by (entity) Allied Universal Corporation whose business address is 3901 NW 115 Ave, Miami FL 33178 and (if applicable) Federal Employer Identification Number (FEIN) is 59 0776285 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Cristhianne Munguia and my relationship to the entity named above is Bid Coordinator.

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


Signature

June 23, 2020

Date:

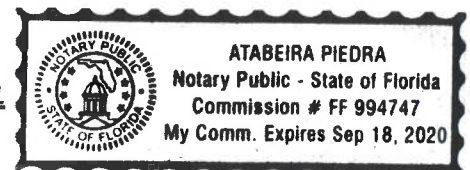
STATE OF FLORIDA
COUNTY OF Miami - Dade

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 23 day of June, 2020, and is personally known to me, or has provided personally known as identification.


Notary Signature

My Commission expires: 9/18/20

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL



**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #2020-07
CHLORINE GAS AND SULFUR DIOXIDE**

EXHIBIT "H"
DISPUTES DISCLOSURE FORM

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

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

YES___ NO ☒

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

YES___ NO ☒

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

YES___ NO ☒

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

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

Allied Universal Corporation

June 23, 2020

Firm

Date



Cristhianne Munguia, Bid Coordinator

Authorized Signature

Printed or Typed Name and Title

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL



3901 NW 115 Avenue
Miami, Florida 33178
305-888-2623 office
305-463-8369 fax

RESOLVED that Cristhianne Munguia, Bid Coordinator for Allied Universal Corporation, be authorized to sign and submit the Contract of this corporation for the following project:

Supply and Delivery of Chlorine and Sulfur Dioxide to City of Fernandina Beach.

This bid or proposal shall include any other certificate of certification, which may be required by general municipal, state, or federal law(s). Such inclusion shall be the act and deed of this corporation, and for any inaccuracies or misstatements in such certificates or certifications this corporate bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by Allied Universal Corporation at the meeting of its Board of Directors held on the 10th day of December 2019.

(Seal of Corporation)





Jim Palmer, President - CEO

3901 NW 115 Avenue
Miami, Florida 33178
305-888-2623

8350 NW 93rd Street
Miami, Florida 33166
305-888-2623

9501 Rangeline Road
Ft. Pierce, Florida 34987
772-464-6195

204 SCM Road
Brunswick, GA 31525
912-267-9470

30 Neil Gunn Drive
Ellisville, MS 39437
601-477-2550

5215 W. Tyson Avenue
Tampa, Florida 33611
813-832-4868

7160 Philips Highway
Jacksonville, FL 32256
904-619-6180

SAFETY DATA SHEET

1. Identification

Product identifier	Chlorine
Other means of identification	
SDS number	AUC-005
Synonyms	Liquid Chlorine * Elemental Chlorine * Molecular chlorine * Compressed Chlorine Gas
Recommended use	Production of chlorinated inorganic and organic chemicals; bleaching agent for paper, textiles and fabrics; used in water purification, sewage disinfection and food processing.
Recommended restrictions	Professional use only
Manufacturer/Importer/Supplier/Distributor information	
Manufacturer	
Company name	Allied Universal Corporation
Address	3901 N.W. 115th Avenue Miami, FL 33178 United States
Telephone	General: 1-305-888-2623 24-Hour alert: 1-786-522-0207
Website	www.allieduniversal.com
E-mail	Not available.
Contact person	Operations Department
Emergency phone number	CHEMTREC 1-800-424-9300 (US/Canada) +01 703-527-3887 (International)
Supplier	Refer to Manufacturer

2. Hazard(s) identification

Physical hazards	Oxidizing gases	Category 1
	Gases under pressure	Liquefied gas
Health hazards	Acute toxicity, inhalation	Category 2
	Skin corrosion/irritation	Category 1
	Serious eye damage/eye irritation	Category 1
	Specific target organ toxicity, single exposure	Category 3 respiratory tract irritation
Environmental hazards	Hazardous to the aquatic environment, long-term hazard	Category 1
OSHA defined hazards	This mixture does not meet the classification criteria according to OSHA HazCom 2012.	
Label elements		



Signal word	Danger
Hazard statement	May cause or intensify fire; oxidizer. Contains gas under pressure; may explode if heated. Causes severe skin burns and eye damage. Fatal if inhaled. May cause respiratory irritation. Very toxic to aquatic life.
Precautionary statement	
Prevention	Keep/Store away from clothing and other combustible materials. Keep reduction valves free from grease and oil. Do not breathe gas. Use only outdoors or in a well-ventilated area. Wear respiratory protection. Wash hands and face thoroughly after handling. Wear protective gloves/clothing and eye/face protection. Avoid release to the environment.

Response	Specific treatment is urgent (see this label). IF SWALLOWED: Rinse mouth. Do NOT induce vomiting. IF ON SKIN (or hair): Take off immediately all contaminated clothing. Rinse skin with water/shower. Wash contaminated clothing before reuse. IF INHALED: Remove person to fresh air and keep comfortable for breathing. IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Immediately call a POISON CENTER or doctor/physician. In case of fire: Stop leak if safe to do so. Collect spillage.
Storage	Store in a well-ventilated place. Keep container tightly closed. Store locked up. Protect from sunlight.
Disposal	Dispose of contents/container in accordance with local/regional/national/international regulations.
Hazard(s) not otherwise classified (HNOC)	No OSHA defined hazard classes. Other hazards which do not result in classification: Toxic fumes, gases or vapors may evolve on burning. Chlorine is extremely corrosive to most metals in the presence of moisture (> 150 ppm water and/or -40 degrees F dew point) or at high temperatures. Combines with water to produce hydrochloric and hypochlorous acid. Severe, short-term exposures may cause long-lasting respiratory effects, e.g. Reactive Airways Dysfunction (RADS), due to the material's severe irritating properties. Contact with liquefied gas might cause frostbites, in some cases with tissue damage. Direct contact with liquefied gas may cause frostbite and corrosive injury to the eyes.
Supplemental information	Keep away from heat. Make sure valves on gas cylinders are fully opened when gas is used. Open cylinder valve slowly to prevent rapid decompression and damage to valve seat. Use smallest possible amounts in designated areas with adequate ventilation. Liquid chlorine lines must have suitable expansion chambers between block valves due to high coefficient of expansion. Shut flow off at cylinder valve and not just at the regulator after use. Use a suitable hand truck to move cylinders; do not drag, roll, slide, or drop. Secure cylinders in an upright position at all times, close all valves when not in use. Establish written emergency plan and special training where chlorine is used. Regularly inspect and test piping and containers used for chlorine service.

3. Composition/information on ingredients

Substances

Chemical name	Common name and synonyms	CAS number	%
Chlorine	Liquid Chlorine Elemental Chlorine Molecular chlorine Compressed Chlorine Gas	7782-50-5	99.5

4. First-aid measures

Inhalation	Take proper precautions to ensure your own safety before attempting rescue (e.g. wear appropriate protective equipment, use the buddy system). IF INHALED: Remove person to fresh air and keep comfortable for breathing. If breathing is difficult, trained personnel should give oxygen. If breathing stops, provide artificial respiration. Induce artificial respiration with the aid of a pocket mask equipped with a one-way valve or other proper respiratory medical device. Immediately call a POISON CENTER or doctor/physician.
Skin contact	IF ON SKIN (or hair): Take off immediately all contaminated clothing. Rinse skin with water/shower. Do not rub area of contact. Gently remove clothing or jewelry. Carefully cut around clothing that sticks to the skin. Wash contaminated clothing before reuse. Immediately call a POISON CENTER or doctor/physician. Discard any shoes or clothing items that cannot be decontaminated.
Eye contact	IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Take care not to rinse contaminated water into the unaffected eye or onto the face. Do not rub eyes. Immediately call a POISON CENTER or doctor/physician.
Ingestion	Not an expected route of entry under normal conditions of use. If ingestion of a large amount does occur, call a poison control center immediately. Do not induce vomiting. Never give anything by mouth to a victim who is unconscious or is having convulsions.

Most important symptoms/effects, acute and delayed

Fatal if inhaled. Immediately dangerous to life or health (IDLH) at 10 ppm. May cause severe irritation to the nose, throat, and respiratory tract. Symptoms may include coughing, choking and wheezing. Could also cause tightness in the chest, a blue discolouration of the skin (cyanosis), severe headache, nausea, vomiting and fainting. Inhalation could result in pulmonary edema (fluid accumulation). Symptoms of pulmonary edema (chest pain, shortness of breath) may be delayed. May result in unconsciousness and possibly death. Severe, short-term exposures may cause long-lasting respiratory effects, e.g. Reactive Airways Dysfunction (RADs), due to the material's severe irritating properties. With this condition, asthma-like symptoms and increased reactivity of the airways is experienced.

Direct skin contact may cause corrosive skin burns, deep ulcerations and possibly permanent scarring. If product is sprayed directly on skin, symptoms of frostbite may be experienced including numbness, prickling and itching.

Corrosive to the eyes and may cause severe damage including blindness. Symptoms may include stinging, tearing, redness, swelling, and blurred vision. If product is sprayed directly into the eyes, could cause freezing of the eye.

Indication of immediate medical attention and special treatment needed

Immediate medical attention is required. Fatal if inhaled. Causes chemical burns. Symptoms may be delayed. Keep victim under observation. Medical supervision for minimum 48 hours. Provide general supportive measures and treat symptomatically.

General information

First-aid procedures should be reviewed by appropriate personnel familiar with chlorine and its conditions of use in the workplace.

Ensure that medical personnel are aware of the material(s) involved, and take precautions to protect themselves. Show this safety data sheet to the doctor in attendance.

5. Fire-fighting measures

Suitable extinguishing media

Extinguishing media - small fires: Dry chemicals. Carbon dioxide (CO₂).

Extinguishing media - large fires: Water Spray or Fog. Foam.

Unsuitable extinguishing media

Use water with caution. May react with water. Do not use direct water spray or water jet as an extinguisher, as this will spread the fire.

Specific hazards arising from the chemical

Pressurized container may explode when exposed to heat or flame. May react to cause fire and or explosion upon contact with many organic compounds, ammonia, hydrogen and with many metals at elevated temperatures. Chlorine will support the burning of most combustible materials.

Combines with water to produce hydrochloric and hypochlorous acid. Liquefied chlorine can accumulate static charge by flow or agitation, since it has a very low electrical conductivity. Chlorine containers or cylinders may vent rapidly or rupture violently, if exposed to fire or excessive heat for a sufficient period of time. Intense local heat (above 200 deg C) on the steel walls of chlorine cylinders can cause an iron/chlorine fire resulting in rupture of the container. Vapors are heavier than air and may spread along floors. Toxic fumes, gases or vapors may evolve on burning.

Special protective equipment and precautions for firefighters

Firefighters should wear full protective clothing including self contained breathing apparatus. Firefighters must use standard protective equipment including flame retardant coat, helmet with face shield, gloves, rubber boots, and in enclosed spaces, SCBA. A full-body chemical resistant suit should be worn.

Fire fighting equipment/instructions

Fight fire from maximum distance or use unmanned hose holders or monitor nozzles. Move containers from fire area if you can do so without risk. Remove combustible materials. Stop the flow of gas before extinguishing fire, if safe to do so. Use water spray to direct escaping gas away from workers if it is necessary to stop the flow of gas. Cool containers exposed to heat with water spray and remove container, if no risk is involved. Stay away from ends of cylinders and withdraw immediately in case of rising sounds or discolouration of containers. Do not allow run-off from fire fighting to enter drains or water courses. Dike for water control.

Specific methods

Use standard firefighting procedures and consider the hazards of other involved materials.

General fire hazards

The product itself does not burn. However, material is considered to be an oxidizing gas. Supporter of combustion and can intensify a fire.

Hazardous combustion products

Toxic chemicals are formed when combustible materials burn in chlorine. These may include corrosive hydrogen chloride gas and other chlorine compounds.

6. Accidental release measures

Personal precautions, protective equipment and emergency procedures

Restrict access to area until completion of clean-up. Keep unnecessary personnel away. Keep people away from and upwind of spill/leak. Consider initial downwind evacuation for at least 500 meters (1/3 mile). Ensure clean-up is conducted by trained personnel only. Ventilate closed spaces before entering them. Many gases are heavier than air and will spread along ground and collect in low or confined areas (sewers, basements, tanks). Eliminate all ignition sources (no smoking, flares, sparks, or flames in immediate area). Do not touch damaged containers or spilled material unless wearing appropriate protective clothing. Wear appropriate protective equipment and clothing during clean-up. For personal protection, see section 8 of the SDS.

Methods and materials for containment and cleaning up

Stop the flow of material, if this is without risk. Use only non-sparking tools. Keep combustibles (wood, paper, oil, etc.) away from spilled material. Remove or isolate incompatible materials as well as other hazardous materials. Do not spray leak with water since a reaction producing corrosive hypochlorous and hydrochloric acids occurs, which can aggravate the leak.

May be absorbed and neutralized into solutions of caustic soda, or lime and placed in polypropylene, polyvinyl chloride, fibreglass or lead containers. Since hypochlorites are formed, the solutions must be treated with a reducing agent such as sodium sulfite before disposal. Do not immerse container in caustic solution.

Large Spills: Large uncontrollable leaks require environmental considerations and possible evacuation of the surrounding area. When possible draw off chlorine to process or disposal system.

Contact the proper local authorities.

For waste disposal, see section 13 of the SDS.

Environmental precautions

Avoid release to the environment. Prevent entry into waterways, sewer, basements or confined areas. Contact local authorities in case of spillage to drain/aquatic environment.

7. Handling and storage**Precautions for safe handling**

Establish written emergency plan and special training where chlorine is used.

Use only outdoors or in a well-ventilated area. Wear respiratory protection. Wear protective gloves/clothing and eye/face protection. See Section 8 of the SDS for Personal Protective Equipment. Do not breathe gas. Avoid contact with eyes, skin, and clothing. Regularly inspect and test piping and containers used for chlorine service. Liquid chlorine lines must have suitable expansion chambers between block valves due to high coefficient of expansion. Keep away from heat. Keep/Store away from clothing and other combustible materials. Keep reduction valves free from grease and oil. Use only chlorine compatible lubricants. Use smallest possible amounts in designated areas with adequate ventilation. Shut flow off at cylinder valve and not just at the regulator after use. Use a suitable hand truck to move cylinders; do not drag, roll, slide, or drop. Protect against physical damage. Wash hands after handling and before eating.

Conditions for safe storage, including any incompatibilities

Store in steel pressure cylinders in a cool, dry area outdoors or in well-ventilated, detached or segregated areas of non-combustible construction. Keep container tightly closed. Store locked up. Protect from sunlight. Storage area should be clearly identified, clear of obstruction and accessible only to trained and authorized personnel. Do not store near combustible materials. Wood and other organic materials should not be used on floors, structural materials, or ventilation systems in the storage area. Store away from incompatible materials (see Section 10 of the SDS). Secure cylinders in an upright position at all times, close all valves when not in use. Use a "first in - first out" inventory system to prevent full cylinders from being stored for excessive periods of time. Store at temperatures not exceeding 55°C (131°F). For the specified temperature the system pressure is 225 psig (1551 kPa).

8. Exposure controls/personal protection**Occupational exposure limits****US. OSHA Table Z-1 Limits for Air Contaminants (29 CFR 1910.1000)**

Material	Type	Value
Chlorine (CAS 7782-50-5)	Ceiling	3 mg/m ³ 1 ppm

US. ACGIH Threshold Limit Values

Material	Type	Value
Chlorine (CAS 7782-50-5)	STEL	1 ppm
	TWA	0.5 ppm

US. NIOSH: Pocket Guide to Chemical Hazards

Material	Type	Value
Chlorine (CAS 7782-50-5)	Ceiling	1.45 mg/m ³ 0.5 ppm

Biological limit values

No biological exposure limits noted for the ingredient(s).

Exposure guidelines

The NIOSH IDLH concentration for Chlorine is 10 ppm.

Appropriate engineering controls	Ensure adequate ventilation, especially in confined areas. Good general ventilation (typically 10 air changes per hour) should be used. Ventilation rates should be matched to conditions. If applicable, use process enclosures, local exhaust ventilation, or other engineering controls to maintain airborne levels below recommended exposure limits. If exposure limits have not been established, maintain airborne levels to an acceptable level. In case of insufficient ventilation, wear suitable respiratory equipment.
Individual protection measures, such as personal protective equipment	
Eye/face protection	Wear eye/face protection. Chemical goggles are recommended. Wear a full-face respirator, if needed. A full face shield may also be necessary. Eye wash fountains are required.
Skin protection	
Hand protection	Wear appropriate chemical-resistant gloves. Advice should be sought from glove suppliers.
Other	Wear appropriate chemical-resistant clothing. Where contact is likely, wear chemical-resistant gloves, a chemical suit and rubber boots. Eye wash facilities and emergency shower must be available when handling this product.
Respiratory protection	Up to 5 ppm: A NIOSH/MSHA approved air-purifying respirator with the appropriate chemical cartridges or a positive-pressure, air-supplied respirator may be used to reduce exposure. Up to 10 ppm: A SAR (supplied air respirator) operated in a continuous flow mode or powered air purifying respirator with cartridge(s); a full facepiece chemical cartridge respirator with cartridge(s); a gas mask with canister; a full facepiece SCBA (self contained breathing apparatus) ; or a full facepiece SAR may be used to reduce exposure. EMERGENCY OR PLANNED ENTRY INTO UNKNOWN CONCENTRATIONS OR IDLH CONDITIONS: Positive pressure, full-facepiece SCBA; or positive pressure, full-facepiece SAR with an auxiliary positive pressure SCBA. Respirators should be selected based on the form and concentration of contaminants in air, and in accordance with OSHA (29 CFR 1910.134). Advice should be sought from respiratory protection specialists.
Thermal hazards	Wear appropriate thermal protective clothing, when necessary.
General hygiene considerations	Do not breathe gas. Avoid contact with eyes, skin and clothing. Handle in accordance with good industrial hygiene and safety practice. Do not eat, drink or smoke when using the product. Wash hands before breaks and immediately after handling the product. Remove soiled clothing and wash it thoroughly before reuse. Inform laundry personnel of contaminant's hazards.

9. Physical and chemical properties

Appearance

Physical state	Gas (or liquid under pressure).
Form	Compressed liquefied gas.
Color	Amber color; vaporizes to greenish, yellow gas.
Odor	Pungent suffocating odor
Odor threshold	0.02 - 3.4 ppm (detection)
pH	Not applicable (reacts with water to form an acidic solution)
Melting point/freezing point	-149.8 °F (-101 °C)
Initial boiling point and boiling range	-30.28 °F (-34.6 °C)
Flash point	Not Applicable
Evaporation rate	Not Applicable. Gas at normal temperatures.
Flammability (solid, gas)	The product is not flammable.
Upper/lower flammability or explosive limits	
Flammability limit - lower (%)	Not Applicable
Flammability limit - upper (%)	Not Applicable
Explosive limit - lower (%)	Not available.
Explosive limit - upper (%)	Not available.
Vapor pressure	638.4 kPa @ 20°C (68°F) 4788 mm Hg @ 20°C (68°F)
Vapor density	2.49 @ 0°C (32°F) (Air = 1)
Relative density	3.21 kg/m³ @ 0°C (32°F)

Solubility(ies)	
Solubility (water)	6.3 mg/l (Slightly soluble)
Solubility (other)	Soluble in dimethylformamide, disulfur dichloride, benzene, chloroform, carbon tetrachloride, hexachlorobutadiene, tetrachloroethane, pentachloroethane, chlorobenzene, nitrobenzene, glacial acetic acid (99.84%) and other chlorides
Partition coefficient (n-octanol/water)	Not applicable (gas)
Auto-ignition temperature	Not available.
Decomposition temperature	Not available.
Viscosity	Not available.
Viscosity temperature	Not Applicable (Gas)
Other information	
Critical temperature	290.75 °F (143.75 °C)
Explosive properties	Not explosive.
Molecular weight	70.91
Oxidizing properties	Strong oxidizing agent because of its electron-transfer capabilities. Supporter of combustion and can intensify a fire. Note, that Chlorine does not yield oxygen or any other oxidizing substance.
Specific gravity	0.003 @ 0°C (32°F)

10. Stability and reactivity

Reactivity	Combines with water to produce hydrochloric and hypochlorous acid. These acids can decompose to hydrochloric acid and oxygen. Contact with combustible material may cause fire.
Chemical stability	Material is stable under normal conditions.
Possibility of hazardous reactions	Hazardous polymerization does not occur. Chlorine is extremely corrosive to most metals in the presence of moisture (> 150 ppm water and/or -40 degrees F dew point) or at high temperatures. Will support or initiate combustion or explosion of organic matter and other oxidizable material. Note, that Chlorine does not yield oxygen or any other oxidizing substance. Liquid or gaseous chlorine can react violently with many combustible materials, and other chemicals, including water. Metal halides, carbon, finely divided metals and sulfides can accelerate the rate of chlorine reactions. Chlorine reacts with carbon monoxide to produce toxic phosgene, and sulfur dioxide to produce sulfuryl chloride. Intense local heat (above 200 deg C) on the steel walls of chlorine cylinders can cause an iron/chlorine fire resulting in rupture of the container.
Conditions to avoid	Keep away from combustible materials. Avoid contact with incompatible materials. Keep away from heat. Do not use in areas without adequate ventilation.
Incompatible materials	Tin; Metals; Sulfides; Titanium. Reacts with most metals at high temperatures. Reacts with water to produce hydrochloric acids, which are corrosive to most metals. Ammonia, elemental metals, certain metal hydroxides, carbides, nitrides, oxides, phosphides and sulfides, easily oxidized materials, organic materials, reducing agents, alkalis and unstable and reactive compounds.
Hazardous decomposition products	Hydrogen chloride gas. Hydrochloric acid. Hypochlorous acid.

11. Toxicological information

Information on likely routes of exposure

Inhalation	Very toxic by inhalation. Fatal if inhaled. May cause severe irritation to the nose, throat, and respiratory tract.
Skin contact	Causes skin burns. Contact with liquefied gas might cause frostbites, in some cases with tissue damage. Not expected to be absorbed through the skin.
Eye contact	Causes severe eye burns. If product is sprayed directly into the eyes, could cause freezing of the eye.
Ingestion	Not an expected route of entry under normal conditions of use.

Most important symptoms/effects, acute and delayed

Fatal if inhaled. Immediately dangerous to life or health (IDLH) at 10 ppm. May cause severe irritation to the nose, throat, and respiratory tract. Symptoms may include coughing, choking and wheezing. Could also cause tightness in the chest, a blue discoloration of the skin (cyanosis), severe headache, nausea, vomiting and fainting. Inhalation could result in pulmonary edema (fluid accumulation). Symptoms of pulmonary edema (chest pain, shortness of breath) may be delayed. May result in unconsciousness and possibly death. Severe, short-term exposures may cause long-lasting respiratory effects, e.g. Reactive Airways Dysfunction (RADS), due to the material's severe irritating properties. With this condition, asthma-like symptoms and increased reactivity of the airways is experienced.

Direct skin contact may cause corrosive skin burns, deep ulcerations and possibly permanent scarring. If product is sprayed directly on skin, symptoms of frostbite may be experienced including numbness, prickling and itching.

Corrosive to the eyes and may cause severe damage including blindness. Symptoms may include stinging, tearing, redness, swelling, and blurred vision. If product is sprayed directly into the eyes, could cause freezing of the eye.

Information on toxicological effects

Acute toxicity

Hazardous by OSHA criteria. Classification:
Acute Toxicity (inhalation - gas) - Category 2. Fatal if inhaled.
See below for individual ingredient acute toxicity data.

Product	Species	Test Results
Chlorine (CAS 7782-50-5)		
Acute		
<i>Dermal</i>		
LD50	Rabbit	No data in literature.
<i>Inhalation</i>		
LC50	Rat	147 ppm, 4 Hours
<i>Oral</i>		
LD50	Rat	No data in literature.
Skin corrosion/irritation	Hazardous by OSHA criteria. Classification: Skin corrosion/irritation - Category 1. Causes severe skin burns.	
Serious eye damage/eye irritation	Hazardous by OSHA criteria. Classification: Serious eye damage/eye irritation - Category 1. Causes serious eye damage.	
Respiratory or skin sensitization		
Respiratory sensitization	This product is not expected to cause respiratory sensitization.	
Skin sensitizer	This product is not expected to cause skin sensitization.	
Germ cell mutagenicity	Not expected to be mutagenic.	
Carcinogenicity	This product is not considered to be a carcinogen by IARC, ACGIH, NTP, or OSHA. See below for ingredients present on regulatory lists.	

OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050)

Not listed.

Reproductive toxicity	This product is not expected to cause reproductive or developmental effects.
Specific target organ toxicity - single exposure	Hazardous by OSHA criteria. Classification: Specific Target Organ Toxicity (STOT), Single Exposure. Category 3. May cause respiratory irritation.
Specific target organ toxicity - repeated exposure	Not expected to be hazardous by OSHA criteria.
Aspiration toxicity	Not likely, due to the form of the product. Not expected to be an aspiration hazard.
Chronic effects	Prolonged or repeated exposure to low concentrations may cause drying and cracking of the skin, respiratory effects, gum disorders and painless destruction of teeth Limited occupational studies with long-term exposure to low concentrations, have not shown significant respiratory effects. Long-term animal studies confirm that chlorine is a severe irritant to the upper and lower respiratory tract.

12. Ecological information

Ecotoxicity

Very toxic to aquatic life. See below for individual ingredient ecotoxicity data.

Product	Species		Test Results
Chlorine (CAS 7782-50-5)			
Aquatic			
<i>Acute</i>			
Crustacea	EC50	Water flea (Daphnia magna)	0.005 mg/l, 48 hours (mg Free Available Chlorine/L)
Fish	LC50	Rainbow trout,donaldson trout (Oncorhynchus mykiss)	0.014 mg/l, 96 hours
Persistence and degradability	Free chlorine is consumed upon contact with living tissues making measurement of biodegradation impossible and unnecessary.		
Bioaccumulative potential	Not expected to be bio accumulative.		
Mobility in soil	The product itself has not been tested.		
Other adverse effects	No other adverse environmental effects (e.g. ozone depletion, photochemical ozone creation potential, endocrine disruption, global warming potential) are expected from this component.		
13. Disposal considerations			
Disposal instructions	Collect and reclaim or dispose in sealed containers at licensed waste disposal site. Dispose of contents/container in accordance with local/regional/national/international regulations.		
Local disposal regulations	Dispose in accordance with all applicable regulations.		
Hazardous waste code	The waste code should be assigned in discussion between the user, the producer and the waste disposal company.		
Waste from residues / unused products	Dispose of in accordance with local regulations. Empty containers or liners may retain some product residues. This material and its container must be disposed of in a safe manner (see: Disposal instructions).		
Contaminated packaging	Empty containers should be taken to an approved waste handling site for recycling or disposal. Since emptied containers may retain product residue, follow label warnings even after container is emptied.		
14. Transport information			
DOT			
UN number	UN1017		
UN proper shipping name	Chlorine (CHLORINE)		
Transport hazard class(es)			
Class	2.3		
Subsidiary risk	5.1, 8		
Label(s)	2.3, 5.1, 8		
Packing group	Not applicable.		
Environmental hazards			
Marine pollutant	Yes		
Special precautions for user	Read safety instructions, SDS and emergency procedures before handling. US CERCLA Reportable Quantity (RQ): 10 lbs / 4.54 kg		
Special provisions	2, B9, B14, N86, T50, TP19		
Packaging exceptions	None		
Packaging non bulk	304		
Packaging bulk	314, 315		
IATA			
UN number	UN1017		
UN proper shipping name	Chlorine		
Transport hazard class(es)			
Class	2.3		
Subsidiary risk	5.1, 8		
Packing group	Not applicable.		
Environmental hazards	Yes		
ERG Code	2CP		
Special precautions for user	Read safety instructions, SDS and emergency procedures before handling. Refer to Special Provision A2 for shipping information.		
Other information			
Passenger and cargo aircraft	Forbidden		

Cargo aircraft only Forbidden

IMDG

UN number UN1017
UN proper shipping name CHLORINE
Transport hazard class(es)

Class 2.3

Subsidiary risk 5.1, 8

Packing group Not applicable.

Environmental hazards

Marine pollutant Yes

EmS F-C, S-U

Special precautions for user Read safety instructions, SDS and emergency procedures before handling.

Transport in bulk according to
Annex II of MARPOL 73/78 and
the IBC Code Not available.

DOT



IATA; IMDG



Marine pollutant



General information

This product meets the criteria for an environmentally hazardous mixture, according to the IMDG Code.

15. Regulatory information

US federal regulations

This product is a "Hazardous Chemical" as defined by the OSHA Hazard Communication Standard, 29 CFR 1910.1200.
All components are on the U.S. EPA TSCA Inventory List.

TSCA Section 12(b) Export Notification (40 CFR 707, Subpt. D)

Not regulated.

CERCLA Hazardous Substance List (40 CFR 302.4)

Chlorine (CAS 7782-50-5)

Listed.

SARA 304 Emergency release notification

Chlorine (CAS 7782-50-5) 10 LBS

OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050)

Not listed.

Superfund Amendments and Reauthorization Act of 1986 (SARA)

Hazard categories

Immediate Hazard - Yes
 Delayed Hazard - No
 Fire Hazard - Yes
 Pressure Hazard - Yes
 Reactivity Hazard - No

SARA 302 Extremely hazardous substance

Chemical name	CAS number	Reportable quantity	Threshold planning quantity	Threshold planning quantity, lower value	Threshold planning quantity, upper value
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Chlorine	7782-50-5	10	100 lbs		
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SARA 311/312 Hazardous chemical**SARA 313 (TRI reporting)**

Chemical name	CAS number	% by wt.
Chlorine	7782-50-5	99.5

Other federal regulations**Clean Air Act (CAA) Section 112 Hazardous Air Pollutants (HAPs) List**

Chlorine (CAS 7782-50-5)

Clean Air Act (CAA) Section 112(r) Accidental Release Prevention (40 CFR 68.130)

Chlorine (CAS 7782-50-5)

Clean Water Act (CWA) Section 112(r) (40 CFR 68.130)

Hazardous substance

Safe Drinking Water Act (SDWA)4 mg/l
4.0 mg/l**US state regulations****US. California Controlled Substances. CA Department of Justice (California Health and Safety Code Section 11100)**

Not listed.

US. Massachusetts RTK - Substance List

Chlorine (CAS 7782-50-5)

US. New Jersey Worker and Community Right-to-Know Act

Chlorine (CAS 7782-50-5)

US. Pennsylvania Worker and Community Right-to-Know Law

Chlorine (CAS 7782-50-5)

US. Rhode Island RTK

Chlorine (CAS 7782-50-5)

US. California Proposition 65

California Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65): This material is not known to contain any chemicals currently listed as carcinogens or reproductive toxins.

International Inventories

Country(s) or region	Inventory name	On inventory (yes/no)*
Australia	Australian Inventory of Chemical Substances (AICS)	Yes
Canada	Domestic Substances List (DSL)	Yes
Canada	Non-Domestic Substances List (NDSL)	No
China	Inventory of Existing Chemical Substances in China (IECSC)	Yes
Europe	European Inventory of Existing Commercial Chemical Substances (EINECS)	Yes
Europe	European List of Notified Chemical Substances (ELINCS)	No
Japan	Inventory of Existing and New Chemical Substances (ENCS)	No
Korea	Existing Chemicals List (ECL)	Yes
New Zealand	New Zealand Inventory	Yes

Country(s) or region	Inventory name	On inventory (yes/no)*
Philippines	Philippine Inventory of Chemicals and Chemical Substances (PICCS)	Yes
United States & Puerto Rico	Toxic Substances Control Act (TSCA) Inventory	Yes

*A "Yes" indicates that all components of this product comply with the inventory requirements administered by the governing country(s)
A "No" indicates that one or more components of the product are not listed or exempt from listing on the inventory administered by the governing country(s).

16. Other information, including date of preparation or last revision

Issue date	01-07-2015
Version #	01
HMIS	H: 4 F: 0 R: 1
NFPA	H: 4 F: 0 R: 0 Other: OX



Certified to NSF/ANSI 60

List of abbreviations

Maximum use level for Chlorine in potable water is 30 mg/L.

ACGIH: American Conference of Governmental Industrial Hygienists
CAS: Chemical Abstract Services
CERCLA: Comprehensive Environmental Response, Compensation and Liability Act of 1980
CFR: Code of Federal Regulations
DOT: Department of Transportation
EPA: Environmental Protection Agency
EPCRA: Emergency Planning and Community Right-to-Know Act
ERG: Emergency Response Guidebook
HSDB® - Hazardous Substances Data Bank
IARC: International Agency for Research on Cancer
IATA: International Air Transport Association
IBC: Intermediate Bulk Container
IDLH: immediately dangerous to life or health
IMDG: International Maritime Dangerous Goods
LC: Lethal Concentration
LD: Lethal Dose
NIOSH: National Institute of Occupational Safety and Health
NOEC: No observable effect concentration
NTP: National Toxicology Program
OECD: Organization for Economic Cooperation and Development
OEL: National occupational exposure limits
OSHA: Occupational Safety and Health Administration
PEL: Permissible exposure limit
RCRA: Resource Conservation and Recovery Act
RQ: Reportable Quantity
RTECS: Registry of Toxic Effects of Chemical Substances
SAR: supplied-air respirator
SCBA: self-contained breathing apparatus
SDS: Safety Data Sheet
STEL: Short Term Exposure Limit
TWA: Time Weighted Average
UN: United Nations

Disclaimer

Prepared by: ICC The Compliance Center Inc. 1-888-442-9628
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Disclaimer

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Bibliography

ACGIH Documentation of the Threshold Limit Values and Biological Exposure Indices (2014)
Canadian Centre for Occupational Health and Safety, CCInfoWeb Databases, 2014
(Chempendium, RTECs, HSDB, INCHEM)
International Agency for Research on Cancer Monographs (2014)
Material Safety Data Sheet from manufacturer.
OECD - The Global Portal to Information on Chemical Substances - eChemPortal, 2014.

SAFETY DATA SHEET

1. Identification

Product identifier	Sulfur Dioxide
Other means of identification	
SDS number	AUC-009
Synonyms	Sulfur oxide * Sulfurous acid anhydride * Sulfur oxide * Sulphur dioxide
Recommended use	Synthetic/Analytical chemistry
Recommended restrictions	None known.
Manufacturer/Importer/Supplier/Distributor information	
Manufacturer	
Company name	Allied Universal Corporation
Address	3901 N.W. 115th Avenue Miami, FL 33178 United States
Telephone	General: 1-305-888-2623 24-Hour alert: 1-786-522-0207
Website	www.allieduniversal.com
E-mail	Not available.
Contact person	Operations Department
Emergency phone number	CHEMTREC 1-800-424-9300 (US/Canada) +01 703-527-3887 (International)
Supplier	Refer to Manufacturer

2. Hazard(s) identification

Physical hazards	Gases under pressure	Liquefied gas
Health hazards	Acute toxicity, inhalation	Category 3
	Skin corrosion/irritation	Category 1
	Serious eye damage/eye irritation	Category 1
	Germ cell mutagenicity	Category 2
	Specific target organ toxicity, single exposure	Category 3 respiratory tract irritation
Environmental hazards	This mixture does not meet the classification criteria according to OSHA HazCom 2012.	
OSHA defined hazards	This mixture does not meet the classification criteria according to OSHA HazCom 2012.	

Label elements



Signal word Danger

Hazard statement Contains gas under pressure; may explode if heated. Causes severe skin burns and eye damage. Toxic if inhaled. May cause respiratory irritation. Suspected of causing genetic defects.

Precautionary statement

Prevention

Obtain special instructions before use. Do not handle until all safety precautions have been read and understood. Do not breathe gas. Use only outdoors or in a well-ventilated area. Wash hands and face thoroughly after handling. Wear protective gloves/clothing and eye/face protection.

Response

IF SWALLOWED: Rinse mouth. Do NOT induce vomiting. IF ON SKIN (or hair): Take off immediately all contaminated clothing. Rinse skin with water/shower. IF INHALED: Remove person to fresh air and keep comfortable for breathing. IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Immediately call a POISON CENTER or doctor/physician. Specific treatment (see this label). Wash contaminated clothing before reuse.

Storage	Store in a well-ventilated place. Keep container tightly closed. Store locked up. Protect from sunlight.
Disposal	Dispose of contents/container in accordance with local/regional/national/international regulations.
Hazard(s) not otherwise classified (HNO C)	No OSHA defined hazard classes. Other hazards which do not result in classification: Toxic fumes, gases or vapours may evolve on burning. Severe, short-term exposures may cause long-lasting respiratory effects, e.g. Reactive Airways Dysfunction (RADS), due to the material's severe irritating properties. Contact with liquefied gas might cause frostbites, in some cases with tissue damage. Direct contact with liquefied gas may cause frostbite and corrosive injury to the eyes.
Supplemental information	Keep away from heat. Make sure valves on gas cylinders are fully opened when gas is used. Open cylinder valve slowly to prevent rapid decompression and damage to valve seat. Use smallest possible amounts in designated areas with adequate ventilation. Shut flow off at cylinder valve and not just at the regulator after use. Use a suitable hand truck to move cylinders; do not drag, roll, slide, or drop. Secure cylinders in an upright position at all times, close all valves when not in use. Establish written emergency plan and special training where chlorine is used. Regularly inspect and test piping and containers used for Sulfur dioxide service.

3. Composition/information on ingredients

Substances

Chemical name	Common name and synonyms	CAS number	%
Sulfur dioxide	Sulfur oxide Sulfurous acid anhydride Sulfur oxide Sulfur dioxide	7446-09-5	100

4. First-aid measures

Inhalation	IF INHALED: Remove person to fresh air and keep comfortable for breathing. If breathing is difficult, trained personnel should give oxygen. If breathing stops, provide artificial respiration. Immediately call a POISON CENTER or doctor/physician.
Skin contact	IF ON SKIN (or hair): Take off immediately all contaminated clothing. Rinse skin with water/shower. Do not rub area of contact. Gently remove clothing or jewelry. Carefully cut around clothing that sticks to the skin. Wash contaminated clothing before reuse. Immediately call a POISON CENTER or doctor/physician. Discard any shoes or clothing items that cannot be decontaminated.
Eye contact	IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Take care not to rinse contaminated water into the unaffected eye or onto the face. Do not rub eyes. Immediately call a POISON CENTER or doctor/physician.
Ingestion	Not an expected route of entry under normal conditions of use. If ingestion of a large amount does occur, call a poison control center immediately. Do not induce vomiting. Never give anything by mouth to a victim who is unconscious or is having convulsions.
Most important symptoms/effects, acute and delayed	Toxic if inhaled. Suspected of causing genetic defects. May cause severe irritation to the nose, throat, and respiratory tract. Symptoms may include coughing, choking and wheezing. Could also cause tightness in the chest, a blue discolouration of the skin (cyanosis), severe headache, nausea, vomiting and fainting. Inhalation could result in pulmonary edema (fluid accumulation). Symptoms of pulmonary edema (chest pain, shortness of breath) may be delayed. May result in unconsciousness and possibly death. Severe, short-term exposures may cause long-lasting respiratory effects, e.g. Reactive Airways Dysfunction (RADS), due to the material's severe irritating properties. With this condition, asthma-like symptoms and increased reactivity of the airways is experienced. Direct skin contact may cause corrosive skin burns, deep ulcerations and possibly permanent scarring. If product is sprayed directly on skin, symptoms of frostbite may be experienced including numbness, prickling and itching. Corrosive to the eyes and may cause severe damage including blindness. Symptoms may include stinging, tearing, redness, swelling, and blurred vision. If product is sprayed directly into the eyes, could cause freezing of the eye.
Indication of immediate medical attention and special treatment needed	Toxic if inhaled. Immediate medical attention is required. Causes chemical burns. Symptoms may be delayed. Keep victim under observation. Medical supervision for minimum 48 hours. Provide general supportive measures and treat symptomatically.
General information	Ensure that medical personnel are aware of the material(s) involved, and take precautions to protect themselves. Show this safety data sheet to the doctor in attendance.

5. Fire-fighting measures

Suitable extinguishing media	Use media suitable to the surrounding fire such as water fog or fine spray, alcohol foams, carbon dioxide and dry chemical.
Unsuitable extinguishing media	Do not use water jet as an extinguisher, as this will spread the fire.
Specific hazards arising from the chemical	Pressurized container may explode when exposed to heat or flame. Vapors are heavier than air and may spread along floors. Contact with some powdered metals and with alkali metals, such as sodium or potassium may cause fires and explosions. Heat from a surrounding fire can rupture cylinders, causing a dangerous explosion and the release of toxic sulfur dioxide gas. Cylinders have fusible metal plugs, which melt at 73.9 deg C (165 deg F), releasing sulfur dioxide.
Special protective equipment and precautions for firefighters	Firefighters should wear full protective clothing including self contained breathing apparatus. Firefighters must use standard protective equipment including flame retardant coat, helmet with face shield, gloves, rubber boots, and in enclosed spaces, SCBA.
Fire fighting equipment/instructions	Move containers from fire area if you can do so without risk. Stop the flow of gas before extinguishing fire, if safe to do so. Use water spray to direct escaping gas away from workers if it is necessary to stop the flow of gas. Cool containers exposed to heat with water spray and remove container, if no risk is involved. Stay away from ends of cylinders and withdraw immediately in case of rising sounds or discolouration of containers. Do not allow run-off from fire fighting to enter drains or water courses. Dike for water control.
Specific methods	Use standard firefighting procedures and consider the hazards of other involved materials.
General fire hazards	Pressurized container may explode when exposed to heat or flame. The product itself does not burn.
Hazardous combustion products	Sulfur oxides.

6. Accidental release measures

Personal precautions, protective equipment and emergency procedures	Restrict access to area until completion of clean-up. Keep unnecessary personnel away. Keep people away from and upwind of spill/leak. Consider initial downwind evacuation for at least 500 meters (1/3 mile). Ensure clean-up is conducted by trained personnel only. Ventilate closed spaces before entering them. Many gases are heavier than air and will spread along ground and collect in low or confined areas (sewers, basements, tanks). Eliminate all ignition sources (no smoking, flares, sparks, or flames in immediate area). Do not touch damaged containers or spilled material unless wearing appropriate protective clothing. Wear appropriate protective equipment and clothing during clean-up. For personal protection, see section 8 of the SDS.
Methods and materials for containment and cleaning up	Stop the flow of material, if this is without risk.
Environmental precautions	Avoid release to the environment. Prevent entry into waterways, sewer, basements or confined areas. Contact local authorities in case of spillage to drain/aquatic environment.

7. Handling and storage

Precautions for safe handling	Obtain special instructions before use. Use only outdoors or in a well-ventilated area. Wear protective gloves/clothing and eye/face protection. See Section 8 of the SDS for Personal Protective Equipment. Do not breathe gas. Avoid contact with eyes, skin, and clothing. Keep away from heat. Keep reduction valves free from grease and oil. Use smallest possible amounts in designated areas with adequate ventilation. Shut flow off at cylinder valve and not just at the regulator after use. Use a suitable hand truck to move cylinders; do not drag, roll, slide, or drop. Protect against physical damage. Wash hands after handling and before eating.
Conditions for safe storage, including any incompatibilities	Store in steel pressure cylinders in a cool, dry area outdoors or in well-ventilated, detached or segregated areas of non-combustible construction. Keep container tightly closed. Store locked up. Protect from sunlight. Store in a well-ventilated place. Storage area should be clearly identified, clear of obstruction and accessible only to trained and authorized personnel. Store away from incompatible materials (see Section 10 of the SDS). Secure cylinders in an upright position at all times, close all valves when not in use. Use a "first in - first out" inventory system to prevent full cylinders from being stored for excessive periods of time.

8. Exposure controls/personal protection

Occupational exposure limits

US. OSHA Table Z-1 Limits for Air Contaminants (29 CFR 1910.1000)

Material	Type	Value
Sulfur dioxide (CAS 7446-09-5)	PEL	13 mg/m3
		5 ppm

US. ACGIH Threshold Limit Values

Material	Type	Value
Sulfur dioxide (CAS 7446-09-5)	STEL	0.25 ppm

US. NIOSH: Pocket Guide to Chemical Hazards

Material	Type	Value
Sulfur dioxide (CAS 7446-09-5)	STEL	13 mg/m3
	TWA	5 ppm 5 mg/m3 2 ppm

Biological limit values	No biological exposure limits noted for the ingredient(s).
Exposure guidelines	The NIOSH IDLH concentration for Sulfur dioxide is 100 ppm.
Appropriate engineering controls	Ensure adequate ventilation, especially in confined areas. Good general ventilation (typically 10 air changes per hour) should be used. Ventilation rates should be matched to conditions. If applicable, use process enclosures, local exhaust ventilation, or other engineering controls to maintain airborne levels below recommended exposure limits. If exposure limits have not been established, maintain airborne levels to an acceptable level. In case of insufficient ventilation, wear suitable respiratory equipment.
Individual protection measures, such as personal protective equipment	
Eye/face protection	Wear eye/face protection. Chemical goggles are recommended. A full face shield may also be necessary. Eye wash fountains are required.
Skin protection	
Hand protection	Wear appropriate chemical-resistant gloves. Advice should be sought from glove suppliers.
Other	Wear appropriate chemical-resistant clothing. Where contact is likely, wear chemical-resistant gloves, a chemical suit and rubber boots. Eye wash facilities and emergency shower must be available when handling this product.
Respiratory protection	A NIOSH/MSHA approved air-purifying respirator with the appropriate chemical cartridges or a positive-pressure, air-supplied respirator may be used to reduce exposure. Respirators should be selected based on the form and concentration of contaminants in air, and in accordance with OSHA (29 CFR 1910.134). Advice should be sought from respiratory protection specialists.
Thermal hazards	Wear appropriate thermal protective clothing, when necessary.
General hygiene considerations	Do not breathe gas. Avoid contact with eyes, skin and clothing. Handle in accordance with good industrial hygiene and safety practice. Do not eat, drink or smoke when using the product. Wash hands before breaks and immediately after handling the product. Remove soiled clothing and wash it thoroughly before reuse. Inform laundry personnel of contaminant's hazards.

9. Physical and chemical properties**Appearance**

Physical state	Gas.
Form	Compressed liquefied gas.
Color	Colorless
Odor	Pungent suffocating odor
Odor threshold	Not available.
pH	Not available.
Melting point/freezing point	-97.6 °F (-72 °C)
Initial boiling point and boiling range	14 °F (-10 °C)
Flash point	Does not burn
Evaporation rate	Not available.
Flammability (solid, gas)	The product is not flammable.

Upper/lower flammability or explosive limits

Flammability limit - lower (%)	Not applicable
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Flammability limit - upper (%)	Not applicable
Explosive limit - lower (%)	Not available.
Explosive limit - upper (%)	Not available.
Vapor pressure	34 psig
Vapor density	2.25 at 0°C
Relative density	Not available.
Solubility(ies)	
Solubility (water)	Soluble
Partition coefficient (n-octanol/water)	Not available.
Auto-ignition temperature	Not applicable
Decomposition temperature	Not available.
Viscosity	Not available.
Other information	
Critical temperature	314.33 °F (156.85 °C)
Density	0.17 lb/ft ³
Explosive properties	Not explosive.
Molecular formula	SO ₂
Molecular weight	64.06 g/mol
Oxidizing properties	None known.
Specific gravity	0.17 lb/ft ³

10. Stability and reactivity

Reactivity	The product is stable and non-reactive under normal conditions of use, storage and transport. Forms sulfurous acid solution on reaction with water. In some cases, sulfur dioxide behaves as both a reducing and oxidizing agent (metals such as tin, iron and magnesium burn in sulfur dioxide to form mixed sulfides and oxides).
Chemical stability	Material is stable under normal conditions.
Possibility of hazardous reactions	Hazardous polymerization does not occur. Forms sulfurous acid solution on reaction with water.
Conditions to avoid	Keep away from combustible materials. Avoid contact with incompatible materials. Keep away from heat. Keep away from direct sunlight. Do not use in areas without adequate ventilation. Exposure to water vapor.
Incompatible materials	Chlorates. Metal Oxides. Potassium. Sodium. Fluorine. Halogens. Acetylides. Bases.
Hazardous decomposition products	None known, refer to hazardous combustion products in Section 5.

11. Toxicological information

Information on likely routes of exposure

Inhalation	Toxic if inhaled. May cause severe irritation to the nose, throat, and respiratory tract.
Skin contact	Causes skin burns. Contact with liquefied gas might cause frostbites, in some cases with tissue damage. Not expected to be absorbed through the skin.
Eye contact	Causes severe eye burns. If product is sprayed directly into the eyes, could cause freezing of the eye.
Ingestion	Not an expected route of entry under normal conditions of use.

Most important symptoms/effects, acute and delayed

Toxic if inhaled.

Suspected of causing genetic defects. May cause severe irritation to the nose, throat, and respiratory tract. Symptoms may include coughing, choking and wheezing. Could also cause tightness in the chest, a blue discolouration of the skin (cyanosis), severe headache, nausea, vomiting and fainting. Inhalation could result in pulmonary edema (fluid accumulation). Symptoms of pulmonary edema (chest pain, shortness of breath) may be delayed. May result in unconsciousness and possibly death. Severe, short-term exposures may cause long-lasting respiratory effects, e.g. Reactive Airways Dysfunction (RADs), due to the material's severe irritating properties. With this condition, asthma-like symptoms and increased reactivity of the airways is experienced.

Direct skin contact may cause corrosive skin burns, deep ulcerations and possibly permanent scarring. If product is sprayed directly on skin, symptoms of frostbite may be experienced including numbness, prickling and itching.

Corrosive to the eyes and may cause severe damage including blindness. Symptoms may include stinging, tearing, redness, swelling, and blurred vision. If product is sprayed directly into the eyes, could cause freezing of the eye.

Information on toxicological effects

Acute toxicity Hazardous by OSHA criteria. Acute Toxicity (inhalation - gas) - Category 3. Toxic if inhaled.

Product	Species	Test Results
Sulfur dioxide (CAS 7446-09-5)		
Acute		
<i>Dermal</i>		No Data in Literature
<i>Inhalation</i>		
LC50	Rat	1260 ppm, 4 hours
<i>Oral</i>		No Data in Literature
Skin corrosion/irritation	Hazardous by OSHA criteria. Classification: Skin corrosion/irritation - Category 1 Causes severe skin burns.	
Serious eye damage/eye irritation	Hazardous by OSHA criteria. Classification: Serious eye damage/eye irritation - Category 1 Causes serious eye damage.	
Respiratory or skin sensitization		
Respiratory sensitization	This product is not expected to cause respiratory sensitization. May cause asthma-like reaction in hyper-sensitive persons.	
Skin sensitizer	This product is not expected to cause skin sensitization.	
Germ cell mutagenicity	Hazardous by OSHA criteria. Classification: Germ cell mutagenicity - Category 2 Suspected of causing genetic defects.	
Carcinogenicity	This product is not considered to be a carcinogen by IARC, ACGIH, NTP, or OSHA. See below for ingredients present on regulatory lists.	

IARC Monographs. Overall Evaluation of Carcinogenicity

Sulfur dioxide (CAS 7446-09-5) 3 Not classifiable as to carcinogenicity to humans.

OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050)

Not listed.

Reproductive toxicity	This product is not expected to cause reproductive or developmental effects.
Specific target organ toxicity - single exposure	Hazardous by OSHA criteria. Classification: Specific Target Organ Toxicity (STOT), Single Exposure. Category 3. May cause respiratory irritation.
Specific target organ toxicity - repeated exposure	Not expected to be hazardous by OSHA criteria.
Aspiration toxicity	Not expected to be an aspiration hazard.
Chronic effects	Prolonged or repeated inhalation of fumes or vapours, may cause chronic lung effects, such as bronchitis.

12. Ecological information

Ecotoxicity	The product is not classified as environmentally hazardous. However, this does not exclude the possibility that large or frequent spills can have a harmful or damaging effect on the environment.
Persistence and degradability	Biodegradation is not applicable to inorganic substances.

Bioaccumulative potential	Not expected to be bio accumulative.
Mobility in soil	High water solubility indicates a high mobility in soil.
Other adverse effects	No other adverse environmental effects (e.g. ozone depletion, photochemical ozone creation potential, endocrine disruption, global warming potential) are expected from this component.

13. Disposal considerations

Disposal instructions	Collect and reclaim or dispose in sealed containers at licensed waste disposal site. Dispose of contents/container in accordance with local/regional/national/international regulations.
Local disposal regulations	Dispose in accordance with all applicable regulations.
Hazardous waste code	The waste code should be assigned in discussion between the user, the producer and the waste disposal company.
Waste from residues / unused products	Dispose of in accordance with local regulations. Empty containers or liners may retain some product residues. This material and its container must be disposed of in a safe manner (see: Disposal instructions).
Contaminated packaging	Empty containers should be taken to an approved waste handling site for recycling or disposal. Since emptied containers may retain product residue, follow label warnings even after container is emptied.

14. Transport information

DOT

UN number	UN1079
UN proper shipping name	Sulfur dioxide (RQ = 500)
Transport hazard class(es)	
Class	2.3
Subsidiary risk	8
Label(s)	2.3, 8
Packing group	Not applicable.
Special precautions for user	Read safety instructions, SDS and emergency procedures before handling. US CERCLA Reportable Quantity (RQ): 10 lbs / 4.54 kg
Special provisions	3, B14, T50, TP19
Packaging exceptions	None
Packaging non bulk	304
Packaging bulk	314, 315

IATA

UN number	UN1079
UN proper shipping name	Sulfur dioxide
Transport hazard class(es)	
Class	2.3
Subsidiary risk	8
Packing group	Not applicable.
Environmental hazards	No.
ERG Code	2CP
Special precautions for user	Read safety instructions, SDS and emergency procedures before handling. Refer to Special Provision A2 for shipping information.
Other information	
Passenger and cargo aircraft	Forbidden
Cargo aircraft only	Forbidden

IMDG

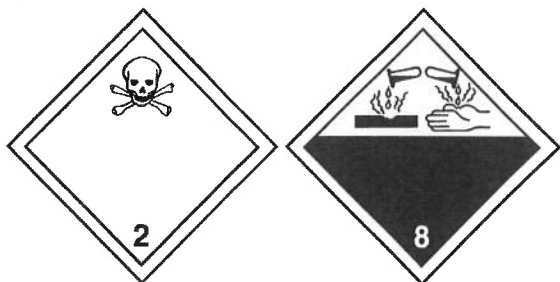
UN number	UN1079
UN proper shipping name	Sulfur Dioxide
Transport hazard class(es)	
Class	2.3
Subsidiary risk	8
Packing group	Not applicable.
Environmental hazards	
Marine pollutant	No.
EmS	F-C, S-U
Special precautions for user	Read safety instructions, SDS and emergency procedures before handling.

Transport in bulk according to Annex II of MARPOL 73/78 and the IBC Code
DOT

Not available.



IATA; IMDG



General information

None.

15. Regulatory information

US federal regulations

This product is a "Hazardous Chemical" as defined by the OSHA Hazard Communication Standard, 29 CFR 1910.1200.
All components are on the U.S. EPA TSCA Inventory List.

TSCA Section 12(b) Export Notification (40 CFR 707, Subpt. D)

Not regulated.

CERCLA Hazardous Substance List (40 CFR 302.4)

Not listed.

SARA 304 Emergency release notification

Sulfur dioxide (CAS 7446-09-5) 500 LBS

OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050)

Not listed.

Superfund Amendments and Reauthorization Act of 1986 (SARA)

Hazard categories

Immediate Hazard - Yes
Delayed Hazard - Yes
Fire Hazard - No
Pressure Hazard - Yes
Reactivity Hazard - No

SARA 302 Extremely hazardous substance

Chemical name	CAS number	Reportable quantity	Threshold planning quantity	Threshold planning quantity, lower value	Threshold planning quantity, upper value
Sulfur dioxide	7446-09-5	500	500 lbs		

SARA 311/312 Hazardous chemical Yes

SARA 313 (TRI reporting)

Not regulated.

Other federal regulations

Clean Air Act (CAA) Section 112 Hazardous Air Pollutants (HAPs) List

Not regulated.

Clean Air Act (CAA) Section 112(r) Accidental Release Prevention (40 CFR 68.130)

Sulfur dioxide (CAS 7446-09-5)

Safe Drinking Water Act Not regulated.**US state regulations****US. California Controlled Substances. CA Department of Justice (California Health and Safety Code Section 11100)**

Not listed.

US. Massachusetts RTK - Substance List

Sulfur dioxide (CAS 7446-09-5)

US. New Jersey Worker and Community Right-to-Know Act

Sulfur dioxide (CAS 7446-09-5)

US. Pennsylvania Worker and Community Right-to-Know Law

Sulfur dioxide (CAS 7446-09-5)

US. Rhode Island RTK

Sulfur dioxide (CAS 7446-09-5)

US. California Proposition 65

California Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65): This material is not known to contain any chemicals currently listed as carcinogens or reproductive toxins.

US - California Proposition 65 - CRT: Listed date/Developmental toxin

Sulfur dioxide (CAS 7446-09-5)

Listed: July 29, 2011

International Inventories

Country(s) or region	Inventory name	On inventory (yes/no)*
Australia	Australian Inventory of Chemical Substances (AICS)	Yes
Canada	Domestic Substances List (DSL)	Yes
Canada	Non-Domestic Substances List (NDSL)	No
China	Inventory of Existing Chemical Substances in China (IECSC)	Yes
Europe	European Inventory of Existing Commercial Chemical Substances (EINECS)	Yes
Europe	European List of Notified Chemical Substances (ELINCS)	No
Japan	Inventory of Existing and New Chemical Substances (ENCS)	Yes
Korea	Existing Chemicals List (ECL)	Yes
New Zealand	New Zealand Inventory	Yes
Philippines	Philippine Inventory of Chemicals and Chemical Substances (PICCS)	Yes
United States & Puerto Rico	Toxic Substances Control Act (TSCA) Inventory	Yes

*A "Yes" indicates that all components of this product comply with the inventory requirements administered by the governing country(s)

A "No" indicates that one or more components of the product are not listed or exempt from listing on the inventory administered by the governing country(s).

16. Other information, including date of preparation or last revision**Issue date** 03-15-2015**Version #** 01**List of abbreviations**

ACGIH: American Conference of Governmental Industrial Hygienists
CAS: Chemical Abstract Services
CERCLA: Comprehensive Environmental Response, Compensation and Liability Act of 1980
CFR: Code of Federal Regulations
DOT: Department of Transportation
EPA: Environmental Protection Agency
EPCRA: Emergency Planning and Community Right-to-Know Act
ERG: Emergency Response Guidebook
HSDB® - Hazardous Substances Data Bank
IARC: International Agency for Research on Cancer
IATA: International Air Transport Association
IBC: Intermediate Bulk Container
IDLH: immediately dangerous to life or health
IMDG: International Maritime Dangerous Goods

LC: Lethal Concentration
LD: Lethal Dose
NIOSH: National Institute of Occupational Safety and Health
NOEC: No observable effect concentration
NTP: National Toxicology Program
OECD: Organisation for Economic Cooperation and Development
OEL: National occupational exposure limits
OSHA: Occupational Safety and Health Administration
PEL: Permissible exposure limit
RCRA: Resource Conservation and Recovery Act
RQ: Reportable Quantity
RTECS: Registry of Toxic Effects of Chemical Substances
SAR: supplied-air respirator
SCBA: self-contained breathing apparatus
SDS: Safety Data Sheet
STEL: Short Term Exposure Limit
TWA: Time Weighted Average
UN: United Nations

Disclaimer

Prepared by: ICC The Compliance Center Inc. 1-888-442-9628
<http://www.thecompliancecenter.com>

Disclaimer

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Bibliography

This Safety Data Sheet may not be changed, or altered in any way without the expressed knowledge and permission of ICC The Compliance Center Inc. and Allied Universal Corporation
ACGIH Documentation of the Threshold Limit Values and Biological Exposure Indices (2014)
Canadian Centre for Occupational Health and Safety, CCIInfoWeb Databases, 2014
(Chempendium, RTECs, HSDB, INCHEM)
International Agency for Research on Cancer Monographs (2014)
Material Safety Data Sheet from manufacturer.
OECD - The Global Portal to Information on Chemical Substances - eChemPortal, 2014.

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Resolution 2020-113
Atlantic Recreation Center Auditorium Naming - Ms. Joan Bean Auditorium

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2020-113

SYNOPSIS: The City Commission expressed interest in honoring Ms. Joan Bean for her leadership and contributions to the Fernandina Beach community by naming the Atlantic Recreation Center Auditorium in her honor.

Members of the Bean family will be in attendance to accept the Resolution.

FISCAL IMPACT: Funds are available in City Commission Operating Supplies account, 0011100 55200.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2020-113.

Caroline Best, City Clerk	8/5/2020
Dale L. Martin, City Manager	8/7/2020
Pauline Testagrose, Comptroller	8/7/2020
Tammi E. Bach, City Attorney	8/7/2020

Date: June 03, 2020

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION: Adopt

RESOLUTION 2020-113

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, RECOGNIZING MS. JOAN BEAN'S CIVIC SERVICE BY NAMING THE AUDITORIUM AT THE ATLANTIC AVENUE RECREATION CENTER, THE "MS. JOAN BEAN AUDITORIUM"; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Ms. Bean graduated from Western Kentucky State College with a degree in education. She and her beloved husband, the late Lewis "Red" Bean moved to Fernandina Beach in 1950; he specialized in industrial arts and she taught physical education. Together they raised nine children and became an integral part of the fabric of our community; and

WHEREAS, Ms. Bean excelled in the professional world as owner and proprietor of Bean School of Dance which was originally located in the family home. Mr. "Red" Bean would later construct a more suitable studio on North Third Street. The school still operates in the same building at the same location today; and

WHEREAS, Ms. Bean was an exceptional role model: over the course of the past seven decades, she taught thousands of local children the love of dance by promoting excellence, individual performance, accountability, and personal improvement. With nurturing words, kind encouragement and positive reinforcement, Ms. Bean instilled unwavering pride, spirit and self-confidence which helped develop children into capable young adults and future leaders; and

WHEREAS, Ms. Bean's leadership was considered the model of excellence and consistency. Her dancers were exceptionally well-prepared, coached, and disciplined. They exhibited mental and physical conditioning which enabled them to remain poised, confident, and able to execute under competitive pressure; and

WHEREAS, Ms. Bean was also passionate about preserving what makes Fernandina Beach special. She frequented City Commission meetings where she staunchly advocated for environmental stewardship, fiscal accountability, historical preservation, beach driving and adequate parking. Not surprising, was her advice to upcoming generations: "This is your world. Take an interest in what's going on around you"; and

WHEREAS, funds are available in City Commission Operating Supplies account, 0011100 55200.

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

SECTION 1. The City Commission hereby names the auditorium at the Atlantic Avenue Recreation Center, located at 2500 Atlantic Avenue, the "Ms. Joan Bean Auditorium" and directs the City Manager to affix that name to said auditorium in honor of the contributions and efforts of Ms. Joan Bean.

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

ADOPTED this 18th 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 2020-114
Peck Center Reception Room Naming - Elmo Myers/Nassau County Community
Development Corporation Reception Room

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2020-114

SYNOPSIS: The consensus of the City Commission, at its July 21, 2020 Regular Meeting, was to name the Peck Center Reception Room, the "Elmo Myers/Nassau County Community Development Corporation Reception Room."

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

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

FISCAL IMPACT: Funds are available in City Commission Operating Supplies account, 0011100 55200.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2020-114.

Nicole Bednar, Administrative Services Manager	8/6/2020
Dale L. Martin, City Manager	8/7/2020
Pauline Testagrose, Comptroller	8/7/2020
Tammi E. Bach, City Attorney	8/7/2020

Date: July 23, 2020

Submitted By: Caroline Best, City Clerk

COMMISSION ACTION: Adopt

RESOLUTION 2020-114

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, RECOGNIZING MR. ELMO MYERS' CIVIC SERVICE BY NAMING THE PECK CENTER RECEPTION ROOM, THE "ELMO MYERS/NASSAU COUNTY COMMUNITY DEVELOPMENT CORPORATION (NCCDC) RECEPTION ROOM"; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Mr. Elmo Myers was a St. Mary's/Camden County, Georgia native who moved to Fernandina Beach, purchased property on Amelia Island's American Beach and married Ms. Annette McCollough, a Fernandina Beach native and 1955 Peck High School graduate; and

WHEREAS, due to race-based desegregation within American public schools the once stately, well maintained, and prominent Peck High School gradually fell into disrepair to the point its doors were eventually closed; and

WHEREAS, years later, on Tuesday, July 31, 1979, Mr. Elmo Myers, along with a group of concerned citizens, met to discuss the deteriorated state of Peck High School and that it had become an unsafe structure in treat of being demolished which had given way to undesirable activities within the African American community. Thus, the Nassau County Community Development Corporation (NCCDC), a non-profit corporation was established under the leadership of Mr. Myers as President and Agent; and

WHEREAS, doggedly driven to restore Peck to its original splendor and create a safe community haven, Mr. Myers and his fellow NCCDC members got to the work of preserving and rehabilitating the former high school by conducting community outreach meetings, fund raisers, revitalization projects, and sponsoring the 1983 and 1985 grand reunions; and

WHEREAS, the Peck Center Committee, at its meeting on April 23, 1997, approved naming the Peck Center Reception Room, the "Elmo Myers/Nassau County Community Development Corporation Reception Room" to formally honor and acknowledge Mr. Myers pivotal involvement in preserving Peck High School; and

WHEREAS, funds are available in City Commission Operating Supplies account, 0011100 55200.

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

SECTION 1. The City Commission hereby names the Reception Room at the Peck Center, located at 516 South 10th Street, the "Elmo Myers/Nassau County Community Development Corporation Reception Room" and directs the City Manager to affix that name to said Reception Room in honor of the contributions and efforts of Mr. Elmo Myers.

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

ADOPTED this 18th 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

June 24, 2020

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

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

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

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

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

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

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

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

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

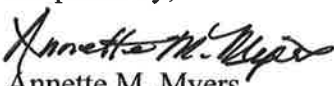
For several years, Mr. Myers and NCCDC leased the building from the Nassau County School Board and paid portions of the liability insurance on the building each year.

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

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

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

Respectfully,


Annette M. Myers

904 583-3180 Cell or

annettemyers2170@gmail.com

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

JUN 24 2020 PM 3:55

CITY CLERK'S OFFICE

CITY OF FERNANDINA BEACH

MINUTES
PECK COMMITTEE
APRIL 23, 1997
PAGE TWO

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

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

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

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

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

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

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

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

MINUTES
PECK COMMITTEE
JUNE 24, 1998
PAGE ONE

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

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

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

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

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

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

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

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

MINUTES
PECK COMMITTEE
JULY 28, 1998
PAGE TWO

PECK RENOVATIONS:

Ele Colborn advised that on August 10, 1998 a sound engineer was scheduled to visit Peck to check out the auditorium to give advice on whether to carpet the floor or refurbish the existing wood for accoustics purposes.

TENANT UPDATE:

Ele Colborn reported that Tim McKee was leaving the Amelia Arts Academy. After some discussion, Anne Martin advised that it was her opinion that the AAA Board was already interviewing replacements for Tim and that they were committed to the move to Peck.

In response to an inquiry from Annette Myer, Ele Colborn stated that she had discussed space with Joe Winston but that she had advised him that he was not eligible since he did not have non-profit status.

REPORT ON NAMING ROOMS:

Paula Morris advised that the sub-committee had not met since the the last full committee meeting.

* Ele Colborn advised that a proposal had been presented to and approved by the City Commission to name three rooms as follows:

- One for Teachers and Principals
- The Reception Room for the NCCDC
- The future meeting room to be The Mayors' Room

Lavinia Williams reported that Rayonier had offered to donate money toward a plaque for the Teachers/Principals Room and that she would know how much on August 5, 1998. After some discussion, it was the consensus that a criteria be decided on for names to be included on the plaque for that room.

After further discussion, a motion was made by Ann Montgomery, seconded by Anne Martin, that when the building is completed and a plaque is prepared listing City officials, that George Crady's name be included. Motion carried unanimously.

Discussion ensued regarding ideas such as small plaques inside rooms giving credit to people who helped contribute to the room, and a history book in the building containing pictures, newspaper articles, names of all individuals involved in the renovation of Peck Center from its inception.



Myers, left, and Shirley sign Peck lease agreement



Mayor Charles Albert leads Bennett, others on tour

Peck School Revival: Dream Becomes Reality

By Edward Kuhn
News-Leader Editor

The dark, debris-filled halls of Peck High School echoed to the sound of footsteps last Saturday, ending over one decade of silence at the former all-black high school.

And come September, those same halls will again echo to the sound of students - pre-schoolers - who will go down in history, both as the first students to enroll in the first-ever Nassau County Head

Start program and as the first classroom group to occupy Peck High School since it closed in 1968.

Last Saturday's footsteps belonged to a group of about 50 black community leaders, local and national officials who made it all possible.

Led by U.S. Congressman Charles E. Bennett of Jacksonville, Nassau County School Board

Chairman Milt Shirley and Fernandina Beach Mayor Charles Albert, the group walked along paint-peeled hallways and dodged debris to get a firsthand look at the historic old building black leaders hope will eventually be expanded as a historic landmark and community center.

The first step is Head Start, a federally funded program for pre-school children of low income families. Head Start will be based

at Peck High School, portions of which have been leased by the Nassau County School Board to the Nassau County Community Development Corporation for the sum of \$1 a year. NCCDC, a non-profit corporation serving the black community, will lease portions of the school building on an annual basis and pay all insurance and utility costs. Additional programs will be allowed to utilize the facility only after school board approval. The first annual lease was signed Saturday by school board chairman Milt Shirley and NCCDC President Elmo Myers.

The Head Start program will be directed by Dr. Brigitte Gardner, a child psychologist and Fernandina Beach resident, who plans to open the doors to approximately 50 students next September. The program will be funded through portions of a \$125,000 federal grant earmarked for Head Start program expansion in Nassau and St. Johns counties. The initial program will be housed in three east side wings of the high school building, portions of which will undergo approximately \$12,000 in renovations during the summer months.

Myers said the program, primarily designed to prepare young children for entry into the

first grade, is long overdue in Nassau County.

"It's a program that is and one which will need part of the community. Peck is their school and ours as well," Myers said in a recent interview. "With this taking we hope to attract more like this to use the building added."

Peck High School was 1927 and named for one of its principals, Dr. W.H. L. pioneer black educator in Nassau County. The school was closed in 1968 when black and white students were combined at Fernandina Beach High School in integration guidelines.

"We feel that there is a historical reason and for the restoration and part Peck has in the total Nassau County community," Myers said.

Many present Fernandina residents, including Mayor Charles Albert, are graduates of Peck High School. NCCDC has been working since 1979 to renovate the project at the high school which today is primarily for storage and training site for Nassau and Fernandina Beach law enforcement personnel.

The Finishing Touch

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Board Chairman Milt Shirley, Congressman Charles E. Ben-
u County Community Development Committee President
s and Fernandina Beach Mayor Charles Albert, left to

right, toured a city landmark last Saturday. For more on their a
tivities, please turn to Page 6-A.

Newsleader 3/23/83



Girardeau, center, cuts ribbon opening new Nassau Head Start Center.

Community dream is now a reality

A long-time dream officially became reality last Saturday morning when the Nassau County Community Development Committee formally opened the doors of a new Head Start program at Peck High School.

Nassau County School Superintendent Craig Marsh and Nassau County State Sen. Arnett Girardeau, D-Jacksonville, each spoke during ribbon cutting ceremonies which opened the new federally funded pre-school program for children of low income families.

"You cannot accomplish anything unless you first have a dream or a vision. That is the way this country was built," Marsh told the dedication audience. "I hope this is only the beginning of what we will see in the restoration of Peck High School," he added.

Sen. Girardeau praised the Peck restoration efforts and Head Start, saying both are giving something

back to the community.

"It is a sad state of affairs that a facility of this type would be left idle for so long. Programs such as Head Start will give something back to the community," he added.

The Head Start program is housed in a wing of the former all black Peck High School which was closed in 1968 under desegregation guidelines. The Nassau County Community Development Committee, a non-profit corporation dedicated to the interests of the black community, hopes to add additional tenants and restore the former high school as a neighborhood community center, serving a variety of needs. The Head Start Program is headed up by Dr. Brigette Gardner of Fernandina Beach and presently serves 21 students. Dr. Gardner hopes to add an additional 20 students in the next three months and is looking into the possibility of expanding Head Start to west Nassau County.



Peck alumni gather for reunion banquet

Grand reunion

Former students gather to restore old

By Berlinda Bruce
Special to the News Leader

Elmo Myers never attended Peck High School yet he has committed himself to restoring the old school building until the task is complete, and he was one of a host of local and out-of-town black leaders who hosted the second annual Grand Reunion of Peck Graduates last weekend.

"We have come too far to turn back," said Myers, head of Nassau County Community Development Corporation, a non-profit organization formed six years ago to restore the former all black school building. "When I stop it's going to be the end of everything. They're going to be tearing the building down."

Myers made his remarks during a Saturday banquet at Amelia Island Plantation, which was one of several events held during a weekend of reunion activities.

Approximately 500 former Peck High School students and teachers demonstrated their commitment by attending the three-day reunion designed as a fund-raiser for the school's restoration.

Peck High School was founded in 1880 as an all-black school. However, it stood a sleeping giant in the heart of Fernandina Beach's black community for nearly 14 years after federal desegregation guidelines led to its closing in 1968.

But the NCCDC, which comprises former students and friends such as Myers, figured the building could serve the community and be a visible reminder and tribute to the school's struggles and achievements.

Last weekend, NCCDC hosted its second fund-raising reunion of all students or teachers ever involved with the school. The first reunion was held in July 1983.

An estimated 500 former students traveled to Fernandina Beach from throughout the country last weekend to attend the Peck High School Grand Reunion.

The reunion kicked off Friday evening with a fisy fry and registration at the Elm Street Recreation Center.

Former students came from as far away as California, Jamaica, and New York for the reunion, during which celebrants basked in the opportunity to get reacquainted with old friends and visit some of the old and new hot spots such as the Island Bar, Duck's Lounge or Blue's Alley. They went to American Beach and visited Evans Rendezvous.

But the true reason for the grand reunion was to draw financial support for restoration of the Peck school building and banquet speakers such as Myers, Charles Albert and Dr. Robert Morrison made a point of that.

"It can be a model to our youngsters," Albert said. "We must instill in our young people unity. Where there's unity there's strength."

Morrison, a Tampa pharmacist, recalled Peck High as an institution built on dreams.

"The greatest dream was for boys and girls to take their rightful place in society," he said. "I remember this area when it was Franklinton," he said of Amelia Island Plantation where the luncheon and a ball was held. "If we dream the right dreams we won't have to sell our property Are we going to let Peck High slip away? I hope your answer is no emphatically."

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2020-115
Award Bid #2020-08 - Amelia Island Maintenance

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2020-115

SYNOPSIS: The City of Fernandina Beach solicited bids from vendors for the resurfacing of the MLK pool deck and breezeway. Three bids were received and opened on July 15, 2020.

The attached Resolution recommends awarding Bid #20-08 to Amelia Island Maintenance in the amount of \$34,997.

FISCAL IMPACT: Funds in the amount of \$34,997 are available in the Capital Improvement Fund, Parks and Recreation Improvements account, 3007225 56300.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2020-115.

Nan Voit, Parks & Recreation Director	7/19/2020
Nicole Bednar, Administrative Services Manager	8/6/2020
Dale L. Martin, City Manager	8/7/2020
Pauline Testagrose, Comptroller	8/7/2020
Tammi E. Bach, City Attorney	8/7/2020

Date: July 19, 2020

Submitted By: Pauline Testagrose, Comptroller

COMMISSION ACTION: Adopt

RESOLUTION 2020-115

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AWARDING BID #2020-08 TO AMELIA ISLAND MAINTENANCE FOR THE POOL DECK AND CENTRAL BREEZEWAY RESURFACING AT THE MARTIN LUTHER KING RECREATION CENTER; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City's bid process was utilized to secure competitive bids for the MLK pool deck and breezeway resurfacing; and

WHEREAS, after review and consideration of the bids received, staff recommends awarding bid #20-08 to the lowest qualified bidder, Amelia Island Maintenance, in an amount not to exceed \$34,997; and

WHEREAS, funding is available in the Capital Fund, Parks and Recreation Improvements account, 3007225 56300.

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

SECTION 1. The City Commission hereby awards Bid #2020-08 to Amelia Island Maintenance in the amount of \$34,997 for the MLK pool deck and breezeway resurfacing.

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

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

ADOPTED this 18th day of August, 2020.

CITY OF FERNANDINA BEACH

John A. Miller
Mayor – Commissioner

ATTEST:

APPROVED AS TO FORM AND LEGALITY:



Caroline Best
City Clerk

Tammi E. Bach
City Attorney

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #2020-08
POOL DECK AND CENTRAL BREEZEWAY RESURFACING, MLK RECREATION CENTER

INTRODUCTION

The City of Fernandina Beach, Florida is accepting competitive sealed bids for **Pool Deck and Central Breezeway Resurfacing, MLK Recreation Center**. The City will receive sealed bids at the location stated below not later than **2:00PM, July 15, 2020**.

A **mandatory pre-bid** will be held at **10:00am, July 2, 2020** at **MLK, Jr. Recreation Center, 1200 Elm Street, Fernandina Beach, FL 32034**.

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

Any submittal received after the above stated time and date will not be considered. It shall be the sole responsibility of the Bidder to have its Bid delivered to the City of Fernandina Beach, by U.S. Mail, hand delivery or any other method available to him/her; however, facsimile or electronic submittals will not be accepted. Delay in delivery shall be the sole responsibility of the Bidder. Submittals received after the deadline will not be considered. Award of the Bid is subject to the funds in the budget for 2019-2020.

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

The original bid submittal (**1 original, 3 copies and 1 electronic copy, CD, or thumb drive**) must be delivered to City Hall in a sealed package, clearly marked on the outside, **ITB # 2020-08** and addressed to:

City of Fernandina Beach
Attn: City Clerk’s Office – **ITB# 2020-08**
204 Ash Street
Fernandina Beach, FL 32034

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

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

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

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #2020-08
POOL DECK AND CENTRAL BREEZEWAY RESURFACING, MLK RECREATION CENTER

SCOPE OF WORK/SPECIFICATIONS – POOL DECK AND BREEZEWAY RESURFACING MLK RECREATION CENTER

The City of Fernandina Beach wishes to resurface the Main Pool deck and breezeway at the MLK Recreation Center. Competitive bids must comply with the following specifications in order to be considered:

All appropriate permits must be applied for and obtained by the selected contractor.

1. Resurface pool decks to all existing fence lines and adjacent buildings.
 - a. Grind all pool deck surfaces to ensure an even surface and adhesion of new surface. Fill/cover open structural cracks and seal with a concrete sealant with polyurethane. base to stop moisture from coming up from underlying areas and causing delamination.
 - b. Pressure wash as needed.
 - c. Acid etch as required by manufacturer.
 - d. Prep all existing expansion joints for application of coatings.
 - e. Mask off pool edge, gutters, deck drains, walls, doors, posts, anchors, tile, fencing.
 - f. Apply 2 full coats of “Cool Pool Deck Coating” by Encore to entire pool area (Main pool area, kiddie pool area) per manufacturer’s recommendations. Minimum 2-years manufacturer’s warranty required.
 - g. Apply splatter knockdown coating to all areas creating a non-slip surface in accordance with manufacturer’s recommendations. Minimum 2-year manufacturer’s warranty required.
2. Resurface entire breezeway area between pool fence and parking area curb.
 - a. Grind breezeway and ramp surfaces to ensure even surface and adhesion of new surface.
 - b. Pressure wash as needed.
 - c. Acid etch as required by manufacturer.
 - d. Prep all existing expansion joints for application of coatings.
 - e. Mask off wall edges, pillars, doors, fencing, interfaces of adjoining sidewalks.
 - f. Apply Tremco Vulkem 351 to entire area. Minimum 2-years manufacturer’s warranty required.
 - g. Back roll Quartz sand (product supplied) evenly into the 351 to create a slip resistant surface.
3. Clean-up and final inspection.
 - a. Ensure that all doors will open properly following resurfacing and entrances remain ADA compliant.
 - b. Clean-up shall occur daily while pool is open in the evening and prior to reopening after any closure in order to maintain a safe environment.
 - c. Within 3-5 days, check for and address any insufficient coverage areas, bubbles, etc.

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #2020-08
POOL DECK AND CENTRAL BREEZEWAY RESURFACING, MLK RECREATION CENTER

d. Final clean-up and removal of all construction debris.

Timeline:

Pool area closure time shall not exceed 1 week. Prep/follow-up work while pool is open to the public may be up to an additional 10 days.

Pool and breezeway area closure schedule must be pre-arranged and approved by City Project Manager at least 2 weeks in advance of commencement of work so that programming may be modified if necessary.

Sections of pool areas and breezeway may be closed to pedestrian traffic during periods of public use, as long as access and safety measures are maintained. Weekend work is expected in order to minimize weekday closures.

Project must be completed prior to September 13, 2020.

AWARD

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

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

Bid Package

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

CONTACT

Specification questions during the bid period shall be submitted in writing to Wanda Weaks, wweaks@fbfl.org.

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

ADDENDA

A written response to bidder questions will be issued via Addendum and posted on the City's website at www.fbfl.us/bids and Onvia DemandStar at www.demandstar.com. It is the bidder's responsibility to check the City's website for Addenda prior to submitting their bid. The deadline for questions is 5 days before bid opening. If there is an Addendum it becomes part of the original Bid or RFP and shall be acknowledged by

CITY OF FERNANDINA BEACH, FLORIDA

INVITATION TO BID #2020-08

POOL DECK AND CENTRAL BREEZEWAY RESURFACING, MLK RECREATION CENTER

attaching a copy of the Addendum, signed by an authorized representative of the person or company submitting the bid or proposal. Failure to do so may disqualify the bid or proposal.

CONTRACTOR PERSONNEL

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

PERFORMANCE STANDARDS/QUALITY REQUIREMENTS

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

PROJECT SCHEDULE

As per schedule detailed in the scope of work/specifications

TIME OF PERFORMANCE

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

SITE MAINTENANCE

1. Extreme care shall be taken to safeguard all existing facilities, paved walkways, site amenities, utilities, windows, and vehicles on or around the job site. Damage to public and/or private property shall be the responsibility of CONTRACTOR and shall be repaired and/or replaced in equal or better condition at no additional cost to the CITY. CONTRACTOR shall use all means to protect existing objects,

CITY OF FERNANDINA BEACH, FLORIDA

INVITATION TO BID #2020-08

POOL DECK AND CENTRAL BREEZEWAY RESURFACING, MLK RECREATION CENTER

structures and vegetation designated to remain. In the event of damage, immediately make all repairs, all replacements and dressings to damaged materials, to the approval of CITY, at no additional cost to the CITY. In the event of damage to public and/or private property, CONTRACTOR shall immediately contact the CITY's Parks and Recreation Project Manager and inform them about the location and extent of the damages and will stay on site until his investigation of the damage is concluded.

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

SAFETY

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

REQUIRED INSPECTIONS

CITY OF FERNANDINA BEACH, FLORIDA

INVITATION TO BID #2020-08

POOL DECK AND CENTRAL BREEZEWAY RESURFACING, MLK RECREATION CENTER

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

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

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

WARRANTY

1. CONTRACTOR shall warrant that the project is complete in detail and finish, and free of hazardous conditions with a workmanship warrant of five (5) years. The material warranty must be ten (10) years.
2. If CITY deems it unacceptable to have CONTRACTOR correct the work, which has been incorrectly done, a deduction from the contract price shall be made as determined by CITY. Such a deduction from the contract price shall in no way affect the CONTRACTOR's responsibility for defects, which may occur nor their ability for correcting them, and damage caused by them.
3. Supplies and/or services furnished as a result of this bid shall be covered by the most favorable commercial warranties, expressed or implied, that the bidder and/or manufacturer gives to any customer. The rights and remedies provided herein are in addition to and do not limit any rights afforded to the CITY by any other clause of this bid. Any applicable written warranty from the product manufacturer and/or representative company shall commence from date of completion and acceptance by the CITY.

LIQUIDATED DAMAGES

See attached contract form

INSURANCE REQUIREMENTS

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

BOND REQUIREMENTS

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

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #2020-08
POOL DECK AND CENTRAL BREEZEWAY RESURFACING, MLK RECREATION CENTER

EQUAL OPPORTUNITY/AFFIRMATIVE ACTION

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

GENERAL CONDITIONS OF INVITATION TO BID

1. PREPARATION OF BID

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

2. SUBMISSION OF BIDS

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

3. REJECTION OF BIDS

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

4. WITHDRAWAL OF BIDS

- a. Bids may not be withdrawn after the time set for the opening for a period of time as specified.

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- b. Bids may be withdrawn prior to the time set for the opening. Such request must be in writing.

5. LATE BIDS

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

6. LOCAL, STATE, AND FEDERAL COMPLIANCE

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

7. AWARD OF INVITATION TO BID

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

8. NOT RESPONSIBLE FOR COSTS

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

9. BONDS

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

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

BID BOND:

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

Check or Bid Bond shall be for an amount not less than five percent (5%) of the Bid price and shall be made payable to the CITY OF FERNANDINA BEACH as a guarantee that the Bidder will not withdraw its bid for a period of ninety (90) calendar days after Bid closing time. Bid Bonds or Certified Checks will be returned to unsuccessful bidders within 10 days of bid award. Successful bidders will receive their Certified Check or Bid Bond after the contract/agreement has been signed and a Performance and Payment Bond is received.

PERFORMANCE AND PAYMENT BONDS:

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

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

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

10. PUBLIC INFORMATION

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

11. ADDITIONAL INFORMATION

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

12. QUESTIONS

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

13. INDEMNIFICATION AND INSURANCE

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INDEMNIFICATION-CONSTRUCTION

The CONTRACTOR agrees to assume liability for and indemnify, hold harmless, and defend the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims

for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR, its agents, officers, contractors, subcontractors, employees, or anyone else employed or utilized by the CONTRACTOR in the performance of this Agreement. The CONTRACTOR's liability hereunder shall include all attorney's fees and costs incurred by the City in the enforcement of this indemnification provision. This includes claims made by the employees of the CONTRACTOR against the City and the CONTRACTOR hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

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

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

INSURANCE

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

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

- A. Worker's Compensation and Occupational Disease Insurance in accordance with the applicable law or laws; Employer's Liability Insurance with limit of at least One Million (\$1,000,000) dollars.

This includes sole proprietorships and officers of corporations who will be performing work on the job.

- B. Commercial General Liability with a combined Bodily Injury and Property Damage limit of not less than ONE Million (\$1,000,000.00) dollars per occurrence and TWO Million (\$2,000,000) Dollars in the aggregate. The aggregate must be applicable on a per project basis. Coverage must include the following perils:

1. Broad Form Blanket Contractual Liability for liability assumed under this Contract and all other Contracts relative to the project.
2. Completed Operations/Products Liability.
3. Broad Form Property Damage
4. Personal and Advertising Injury Liability
5. Independent Contractors
6. Endorsements must be furnished reflecting the inclusion of the interests of Owner, Construction Manager, General Contractor, Contractor, (your company) , their officers, directors, partners, representatives, agents and employees, and naming each as an Additional Insured on a primary and non-contributing basis.
7. Coverage is to be endorsed to reflect that insurance is to be primary and non contributory with respect to any other collectable insurance, for the Owner, General Contractor, Contractor, (your company) and all other parties required to be named as additional insureds.
8. Coverage is to be provided on an "occurrence" basis with carriers licensed and admitted to do business in the State of [your state] or otherwise acceptable to the Contractor (your company).
9. A copy of policy and/or endorsement(s) and any other documents required to verify such insurance are to be submitted with the appropriate certificate(s), or upon the request of Contractor (your company). Failure to provide these documents is not to be construed as a waiver of the requirements to provide such insurance.

- C. Commercial Automobile Liability Insurance covering the use of all Owned, Non-Owned, and Hired Vehicles with combined Bodily Injury and Property Damage Limit of at least One Million (\$1,000,000.00) Dollars.
- D. Umbrella I Excess Liability Insurance with a limit of no less than One Million (\$1, 000,000) minimum per occurrence.
- E. During the term of this agreement, (if applicable) the Contractor/Vendor will carry Professional Liability Insurance which will cover liability for any damage or non-performance on account of any error, omission, or other provable negligence caused by the Contractor/Vendor. The amount of insurance shall not be less than One Million (\$1,000,000) per occurrence and aggregate.
- F. Loss Deductible – If the insurance of any CONTRACTOR/VENDOR contains deductible(s), penalty(s) or self-insured retention(s), the CONTRACTOR/VENDOR whose insurance contains such

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provision(s) shall be solely responsible for payment of such deductible(s), penalty(s) or self-insured retention(s).

- G. Where an Off Project Site Property exposure exists, the Contractor at its sole expense shall furnish to the Owner and Contractor (your company) Certificates of Insurance and other required documentation evidencing the following coverage which shall provide for the interests of [Name of Owner] , [Name of General Contractor] and (your company) to be named as Loss Payees and

shall contain a provision requiring the insurance carriers to waive their rights of subrogation against all indemnities named in the contract. "All Risk" Property Insurance on all materials, equipment and supplies intended to become a permanent part of the construction stored on premises away from the project site and while in transit, until actually delivered to the project site. Coverage is to be provided on a replacement cost basis.

- H. The above insurances shall each contain the following wording verbatim: "[Name of Owner], [Name of General Contractor], and (your company) are interested in the maintenance of this insurance and it is agreed that this insurance will not be canceled , materially changed or not renewed without at least a thirty (30) day advance written notice to [Name and address of Owner], and [Name and address of General Contractor] and [Name and address of your company] by certified mail-return receipt requested."
- I. The amount of insurance contained in the aforementioned insurance coverages shall not be construed to be a limitation of the liability on the part of the Subcontractor or any of its Subcontractors.
- J. The Contractor shall file certificates of insurance prior to the commencement of work with the Owner and the General Contractor which shall be subject to the Owner, General Contractor and (your company) approval of adequacy of protection and the satisfactory character of the Insurer.
- K. Any type of insurance or any increase of limits of liability not described above which the Subcontractor requires for its own protection or on account of statute shall be its own responsibility and at its own expense.
- L. The carrying of the insurance described shall in no way be interpreted as relieving the Contractor or Subcontractor of any responsibility of liability under this Contract.
- M. Any policies effected by the Contractor on its Owned and/or Rented Equipment and Materials shall contain a provision requiring the insurance carriers to waive their rights of subrogation against the [Name of Owner], [Name of General Contractor], [Name of Contractor (your company)] and all other indemnities' named in the Contract.
- N. Should the Contractor engage a Subcontractor, the same conditions will apply under this contract to each Subcontractor, however, the retained Subcontractor shall be required to maintain limits of liability of not less than One Million (\$1,000,000.00) Dollars per occurrence and Two Million (\$2,000,000) Dollars in the aggregate, with said limits applicable on a per project basis, or such greater limits as may be required by the retaining Subcontractor.

14. PAYMENT

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

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15. BID PROTESTS

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

16. FEDERAL GRANT MONEY

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

17. LOBBYING

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

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EXHIBITS

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

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EXHIBIT "A"

CONTACT SHEET/BID FORM

Bid – MLK Pool Deck and Breezeway Resurfacing

Amount \$_____

Name: _____

Federal Taxpayer ID: _____

Mailing Address: _____

City, State, & Zip Code: _____

Telephone: _____ Fax: _____

Email: _____ Submitted By: _____

Title: _____

FIRM Accepts Credit Cards*: Yes No

Accounting Contact:

Name: _____ Title: _____

Email Address: _____ Phone: _____

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

THIS FORM MUST BE INCLUDED WITH PROPOSAL

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EXHIBIT "B"

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

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

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

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transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

Signature

Date:

STATE OF FLORIDA

COUNTY OF _____

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

Notary Public

My Commission expires: _____

THIS FORM MUST BE INCLUDED WITH PROPOSAL

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EXHIBIT "C"

DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

COMPANY: _____

CITY: _____ STATE: _____ ZIP CODE: _____

TELEPHONE NUMBER(S): _____

SIGNATURE: _____

NAME (TYPED OR PRINTED): _____ TITLE: _____

THIS FORM MUST BE INCLUDED WITH PROPOSAL

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EXHIBIT "D"

CITY OF FERNANDINA BEACH, FLORIDA



E-VERIFY STATEMENT

Bid/Proposal Number: _____

Project Description: _____

I/FIRM acknowledges and agrees to the following:

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

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

Individual/Company/Firm: _____

Authorized Signature: _____

Title: _____

Date: _____

THIS FORM MUST BE INCLUDED WITH PROPOSAL

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EXHIBIT “E”

PROPOSER ACKNOWLEDGEMENTS AND AGREEMENTS

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

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

Name: _____ Title: _____

Signature: _____ Date: _____

THIS FORM MUST BE INCLUDED WITH PROPOSAL

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EXHIBIT "F"

CONFLICT OF INTEREST STATEMENT

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

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

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

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

Signature

Date:

STATE OF FLORIDA

COUNTY OF _____

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

Notary Signature

My Commission expires: _____

THIS FORM MUST BE INCLUDED WITH PROPOSAL

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EXHIBIT "G"

NON-COLLUSION AFFIDAVIT

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

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

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

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

Signature

Date:

STATE OF FLORIDA

COUNTY OF _____

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

Notary Signature

My Commission expires: _____

THIS FORM MUST BE INCLUDED WITH PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #2020-08
POOL DECK AND CENTRAL BREEZEWAY RESURFACING, MLK RECREATION CENTER

EXHIBIT “H”

DISPUTES DISCLOSURE FORM

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

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

YES___ NO___

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

YES_____NO_____

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

YES_____NO_____

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

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

Firm

Date

Authorized Signature

Printed or Typed Name and Title

THIS FORM MUST BE INCLUDED WITH PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
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POOL DECK AND CENTRAL BREEZEWAY RESURFACING, MLK RECREATION CENTER
"ATTACHMENT A"

CITY OF FERNANDINA BEACH

"SAMPLE CONTRACT"

**CONTRACT AND GENERAL CONDITIONS
FOR
CONSTRUCTION SERVICES**

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

PROJECT:

CONTRACTOR:

ARCHITECT/ENGINEER:

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The OWNER and CONTRACTOR agree as follows:

ARTICLE 1 - CONTRACT DOCUMENTS

1. Enumeration of Contract Documents

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

2. Intent of Contract Documents

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

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

3. Definitions:

Definitions are provided in Appendix 1 of this Agreement.

ARTICLE 2 - SCOPE OF WORK

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

ARTICLE 3 - COMMENCEMENT DATE

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

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

ARTICLE 4 - SUBSTANTIAL COMPLETION DATE

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

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

ARTICLE 5 - CONTRACT AMOUNT

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

ARTICLE 6 - LIQUIDATED DAMAGES

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

If the said Contractor shall neglect, fail or refuse to complete the work within the time specified, or any proper extension thereof granted in accordance with this Agreement, then the Contractor does hereby agree, as a part consideration for the award of this contract, to pay to the Owner for the first twenty calendar days the amount of Five Hundred Dollars (\$500) and Eight Hundred Dollars (\$800.00) per calendar day

from the twenty first day and beyond for each calendar day beyond the Substantial Completion Date not as a penalty but as liquidated damages for such breach of Contract. Furthermore, the Contractor agrees to pay to the Owner the amount of One Thousand Dollars (\$1,000) for each calendar day that the Work remains incomplete after the date established for Final Completion.

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

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

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

ARTICLE 7 - PAYMENTS

1. Progress Payments

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

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

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

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

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

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

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

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

Subtract the aggregate of previous payments made by the Owner.

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

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

2. Final Payment

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

3. Certifying a Schedule of Values

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

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

4. Contractor Applications for Payment

By the 15th of each month the Contractor shall submit to the Architect/Engineer an itemized Application for Payment in accordance with the Schedule of Values. Such application shall be supported by data substantiating the Contractor's right to payment as the Owner or Architect/Engineer may require. Payment shall be made on account of materials and equipment delivered and suitably stored at the site for

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

Applications for Payment shall not include:

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

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

5. Certification of Payment Requests

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

6. Criteria for Withholding A Certificate for Payment

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

Defective Work not corrected;

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

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

ARTICLE 8 - TERMINATION OR SUSPENSION OF THE CONTRACT

1. Termination by The Contractor

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

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

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

2. Termination by The Owner For Cause

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

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

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

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

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

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

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

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

3. Termination by the Owner for Convenience

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

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

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

ARTICLE 9 - EXECUTION OF THE PROJECT

A. OBLIGATIONS OF THE ARCHITECT/ENGINEER

1. Architect/Engineer as Owner's Representative

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

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

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

2. Monitoring Progress, Quality and Compliance with Contract Requirements

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

The Architect will not have control over or charge of and will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. The

Architect will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.

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

3. Review and Approval of Contractor's Submittals

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

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

4. Interpret Plans

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

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

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

5. Approving Non-Substantial Deviations

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

6. Certifying Applications for Payment

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

7. Preparing Change Orders

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

8. Substantial Completion and Acceptant Reviews

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

B. OBLIGATIONS OF THE OWNER

1. Project Manager

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

2. Information Provided by Owner

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

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

the Contract Documents.

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

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

3. Permits

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

4. Owner's Right to Stop Work

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

5. Owner's Right to Carry Out Work

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

6. Interpretation of Contract Documents and Performance

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

7. Approving Substantial Deviations

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

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

8. Owner's Right to Expedite Schedule

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

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

C. OBLIGATIONS OF THE CONTRACTOR

1. Superintendent

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

2. Review of Contract Documents

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

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

3. Review of Field Conditions

The Contractor shall take field measurements and verify field conditions and carefully compare such with the Contract Documents before commencing the Work. Errors, omissions or inconsistencies discovered shall be reported to the Architect at once. The Contractor and each Subcontractor shall evaluate and satisfy themselves as to the conditions and limitations under which the Work is to be performed, including, without limitation (1) the location, condition, layout and nature of the Project site and surrounding areas, (2) generally prevailing climatic conditions, (3) anticipated labor supply and costs, (4) availability and cost of materials (except for unforeseeable serious material

shortages), tools and equipment, (5) availability of temporary utility service and (6) other similar issues. The Owner assumes no

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responsibility or liability for the physical condition or safety of the Project site or any improvements located on the Project site. Except as set forth in subparagraph 10.1.2, the Contractor shall be solely responsible for providing a safe workplace. The Owner shall not be required to make any adjustment in either the Contract Sum or Contract Time in connection with any failure by the Contractor of any Subcontractor to comply with the requirements of this Subparagraph.

4. Supervision and Construction Procedures

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

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

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

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

5. Inspection of Work

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

6. Labor and Materials

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

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

7. Warranty

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

8. Construction Schedule

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

9. Project Records

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

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

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

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

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

10. Approval of Shop Drawings and Other Submittals

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

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

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

11. Use of the Project Site

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

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

12. Cleanup of Project Site

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

13. Observations and Inspections

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

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

If a portion of the Work has been covered for which the Owner or Architect has not specifically requested prior observation, the Architect

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

14. Correcting Rejected Work

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

If, within one year after the date of Final Acceptance, or before the expiration of warranties provided by the Contractor, Subcontractor, or Suppliers, whichever is greater, or by the terms of a special warranty required by the Contract Documents; any of the Work is found not to

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be in accordance with the requirements of the Contract Documents, the Contractor shall correct it within ten (10) days after receipt of a written notice from the Owner. This obligation shall survive acceptance of the Work under the Contract and Termination of the Contract, if such Termination has been exercised by the Owner.

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

15. Acceptance of Non-Conforming Work

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

16. Tests & Inspections

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

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

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

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

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

ARTICLE 10 - SUBCONTRACTORS

1. Reporting of Proposed Subcontractors

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

2. Rejection of Subcontractors

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

3. Removal of Subcontractors

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

4. Subcontractors Bound by Contract Documents

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

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

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

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

- Assignment is effective only after termination of the Contract by the Owner for cause pursuant to Article 8-2 of this Agreement.

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- Assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

ARTICLE 11 - CONSTRUCTION BY OWNER OR SEPARATE CONTRACTORS

1. Owner's Right to Perform Construction

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

2. Owner to Provide Coordination

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

ARTICLE 12 - CHANGES IN THE WORK

1. Contract Held Valid

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

2. Construction Change Directive

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

3. Construction Change Order

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

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

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

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

4. Changes in Contract Amount

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

5. Cost of Work

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

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

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

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

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

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

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

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

6. Changes in Contract Time

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

7. Changes in Contract Time Due to Weather Conditions

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

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

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

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

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9. Effective Date of Change Orders

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

ARTICLE 13 - CLAIMS AND DISPUTES

1. Time Limits on Claims

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

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

2. Continuing Performance on the Contract

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

3. Claims for Concealed or Unknown Conditions

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

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

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

4. Claims for Additional Time

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

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

addressed by the Construction Change Order.

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

5. Claims for Additional Compensation

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

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

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

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

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

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

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

6. Resolution of Disputes by the Owner

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

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

7. Injury of Damage to Person or Property

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

ARTICLE 14 - PROJECT CLOSEOUT

1. Substantial Completion of a Designated Portion

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

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

2. Substantial Completion

When the Contractor considers that the Work, or a portion thereof, which the Owner agrees to accept separately, is Substantially Complete,

the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed and corrected. The Contractor shall proceed promptly to complete and correct items on the list. Failure to include an item on the list does not relieve the Contractor of the responsibility to complete all Work in accordance with the Contract Documents.

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

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

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

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

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

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

3. Final Acceptance and Payment

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

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

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

ARTICLE 15 - PROTECTION OF PERSONS AND PROPERTY

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

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

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

2. Safety of Employees and Property

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

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

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

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

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

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

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

3. Emergencies

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

ARTICLE 16 - INDEMNIFICATION, INSURANCE AND BONDS

1. Indemnification

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

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

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

2. Waiver of Subrogation

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

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

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

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

3. Contractor's Insurance

The Contractor shall not commence any Work in connection with this Agreement until he has obtained all of the following types of insurance and such insurance has been approved by the Owner, has named the Owner as an additional insured, except for Worker's Compensation Coverage, nor shall the Contractor allow any Subcontractor to commence Work on his subcontract until all similar insurance required of the Subcontractor has been so obtained.

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INVITATION TO BID #2020-08
POOL DECK AND CENTRAL BREEZEWAY RESURFACING, MLK RECREATION CENTER

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

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

4. Loss Deductible

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

5. Subcontractor's Insurance

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

6. Certificate of Insurance

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

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

7. Workers' Compensation Insurance

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

8. Liability Insurance

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

Commercial General Liability:

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

Commercial Automobile Liability:

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

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

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9. Builder's Risk Coverage

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

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

10. Payment and Performance Bond

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

Additionally, bonds must meet the following specifications:

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

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

ARTICLE 17 - COMMENCEMENT OF STATUTORY LIMITATION PERIOD

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

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

2. Concerning Latent Defects and Fraud

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

ARTICLE 18 - MISCELLANEOUS PROVISIONS

1. Governing Law

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

2. Successors and Assigns

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

3. Written Notice

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

4. Limitation of Liability

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

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

5. Attorney Fees and Costs

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

6. Validity, Severability and Reformation

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

7. Force Majeure

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

8. Contractor Not A Third Party Beneficiary

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

9. Public Records Law and Obligations

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

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

OWNER: The City of Fernandina Beach

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #2020-08
POOL DECK AND CENTRAL BREEZEWAY RESURFACING, MLK RECREATION CENTER

Dale L. Martin, City Manager

ATTEST –Caroline Best, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Tammi E. Bach, City Attorney

CONTRACTOR:

Contractor's Name:

Title/Officer

ATTEST -

APPENDIX I - DEFINITIONS

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

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

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

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

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

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

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

Change Order - A form documenting the Contractor's and Owner's agreement to modify the work where the modification involves

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a change in Contract Amount, Contract Time, or the intent of the Contract Documents.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Notice of Award of Contract - Written notice to the Contractor that his Bid has been accepted by the City Commission with the intent to enter into a Contract for the Construction of the Project.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 1
For
ITB 2020-08 MLK POOL DECK AND BREEZEWAY RESURFACING

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

ADDENDUM No. 1

The following changes are applicable to the original ITB documents and specifications of **ITB 2020-08**. This Addendum No.1 now becomes part of the original Invitation to Bid and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting bids. Failure to do so may disqualify the bid.

Bidders shall thoroughly familiarize themselves with the contents of this Addendum before submitting bids.

NAME: _____ **TITLE:** _____

ADDRESS: _____

CITY: _____ **STATE:** _____

AUTHORIZED SIGNATURE: _____ **DATE:** _____

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 1
For
ITB 2020-08 MLK POOL DECK AND BREEZEWAY RESURFACING

1. Grind all pool deck surfaces to ensure an even surface and adhesion of new surface.
Fill/cover open structural cracks and seal with a concrete sealant with polyurethane.
base to stop moisture from coming up from underlying areas and causing
delamination. Can you clarify the extent of the required grinding? Is the intention to
grind to surface in order to totally create a smooth surface or grinding down noticeable
high areas? Is the existing to be fully removed or can tightly adhered coatings be allowed
to remain. **80-90% removal of existing pool deck and surface paint. Down to the
concrete**
2. Grind breezeway and ramp surfaces to ensure even surface and adhesion of new surface.
Same question applies to this item. **80-90% removal of existing breezeway paint. Down to
the concrete**
3. Apply splatter knockdown coating to all areas creating a non-slip surface in accordance
with manufacturer's recommendations. Minimum 2-year manufacturer's warranty
required. **Yes**
4. Is the contractor for removing and reinstalling drain covers? **The deck resurfacing
contractor will be responsible for removal of any deck drain covers if necessary. These
may be inspected for damage prior to removal if necessary.**

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 2
For
ITB 2020-08 MLK POOL DECK AND BREEZEWAY RESURFACING

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

ADDENDUM No. 2

The following changes are applicable to the original ITB documents and specifications of **ITB 2020-08**. This Addendum No.2 now becomes part of the original Invitation to Bid and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting bids. Failure to do so may disqualify the bid.

Bidders shall thoroughly familiarize themselves with the contents of this Addendum before submitting bids.

NAME: _____ **TITLE:** _____

ADDRESS: _____

CITY: _____ **STATE:** _____

AUTHORIZED SIGNATURE: _____ **DATE:** _____

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 2
For
ITB 2020-08 MLK POOL DECK AND BREEZEWAY RESURFACING

Apply joint fabric to prevent cracks from showing on the surface in the following areas in order to prevent cracks from showing on the new deck surface:

- A. After filling cracks, gaps or repairs 1/8 inch or greater.
- B. Areas with overfill where new deck area meets old deck (New ADA locker room ramp area) with 4 inch overlap of original deck.

CITY OF FERNANDINA BEACH BID OPENING TALLY

ITB #2020-08 July 15, 2020 2:00pm

Bid Name: MLK Pool Deck and Breezeway Resurfacing

Attended by: Kathy Russell and Wanda Weaks

DATE/ TIME REC'D	COMPANY NAME/LOCATION	BID AMOUNT	A-H	ADDENDA 1-2
7/15/2020 1:56pm	Amelia Island Maintenance	\$34,996.51	√	√
7/15/2020 9:50am	E&D Coatings	\$98,000.00	√	√
7/15/2020 11:20am	One Source Restoration	\$93,807.00	√	√

This is a preliminary summary of the bids as they were opened and announced at the bid opening. Contractor/Vendor should not assume award until after final/review/recommendation for award

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INVITATION TO BID #2020-08
POOL DECK AND CENTRAL BREEZEWAY RESURFACING, MLK RECREATION CENTER

EXHIBIT "A"

CONTACT SHEET/BID FORM

Bid – MLK Pool Deck and Breezeway Resurfacing

Amount \$

34,996.51

Name:

Amelia Island Maintenance (AIM) / Bryon M Bahr

Federal Taxpayer ID:

83-295-2882

Mailing Address:

463477 St. Rd 200

City, State, & Zip Code:

Yulee, FL 32097

Telephone:

904-335-6085

Fax:

—

Email:

Bryon@AmeliaIslandMaintenance

Submitted By:

Bryon M Bahr

Title:

Owner

FIRM Accepts Credit Cards*: ☒ Yes ☐ No

Accounting Contact:

Name:

Kathleen Bahr

Title:

offsite Mgr.

Email Address:

Kathleen@AmeliaIslandMaintenance

Phone:

904 729 6911

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

THIS FORM MUST BE INCLUDED WITH PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #2020-08
POOL DECK AND CENTRAL BREEZEWAY RESURFACING, MLK RECREATION CENTER

EXHIBIT "B"

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

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

1. This sworn statement is submitted with Bid, Proposal or Contract for MLK Pool Deck
2. This sworn statement is submitted by (entity) AIM whose business address is 463477 St Rd 200 and (if applicable) Federal Employer Identification Number (FEIN) is 83-2952882 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: 4848.)
3. My name is Bryon Bahr and my relationship to the entity named above is Owner.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(a) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a) (b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The City of Fernandina Beach, Florida ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise

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POOL DECK AND CENTRAL BREEZEWAY RESURFACING, MLK RECREATION CENTER

transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

Signature

Date: 7-17-2020

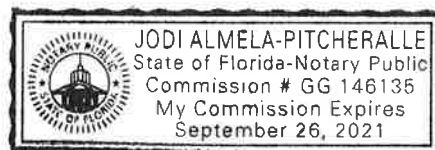
STATE OF FLORIDA

COUNTY OF ALACHUA

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed their signature at the space provided above on this 17th day of July, 2020, and is personally known to me, or has provided FL DL B66D 023 691830 as identification.

Notary Public

My Commission expires: 9/26/21



THIS FORM MUST BE INCLUDED WITH PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #2020-08
POOL DECK AND CENTRAL BREEZEWAY RESURFACING, MLK RECREATION CENTER

EXHIBIT "C"

DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

COMPANY: Amelia Island Maintenance
CITY: Yulee STATE: FL ZIP CODE: 32097
TELEPHONE NUMBER(S): 904 335 6085
SIGNATURE: [Signature]
NAME (TYPED OR PRINTED): Bryon M Behr TITLE: owner

THIS FORM MUST BE INCLUDED WITH PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #2020-08
POOL DECK AND CENTRAL BREEZEWAY RESURFACING, MLK RECREATION CENTER

EXHIBIT "D"

CITY OF FERNANDINA BEACH, FLORIDA



E-VERIFY STATEMENT

Bid/Proposal Number: 281
Project Description: Resurface Pool Deck & Breezeway @
MLK Center

I/FIRM acknowledges and agrees to the following:

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

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

Individual/Company/Firm: Amelia Island Maintenance
Authorized Signature: [Signature]
Title: Owner
Date: 7-16-20

THIS FORM MUST BE INCLUDED WITH PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #2020-08
POOL DECK AND CENTRAL BREEZWEWAY RESURFACING, MLK RECREATION CENTER

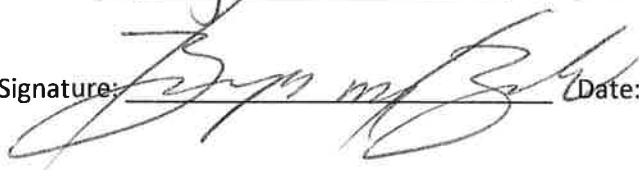
EXHIBIT "E"

PROPOSER ACKNOWLEDGEMENTS AND AGREEMENTS

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

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

Name: Bryon M. Balr Title: Owner

Signature:  Date: 7-16-20

THIS FORM MUST BE INCLUDED WITH PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA

INVITATION TO BID #2020-08

POOL DECK AND CENTRAL BREEZEWAY RESURFACING, MLK RECREATION CENTER

EXHIBIT "F"

CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with Bid, Proposal or Contract for MLK Pool Deck Resurface

This sworn statement is submitted by (entity) AIM whose business address is 1463 RT 7 St. Rd 204 Yulee and (if applicable) Federal Employer Identification Number (FEIN) is 83-295 2882 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: 4848.)

My name is Bryon Bahr and my relationship to the entity named above is owner.

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

Signature

Date: 7-17-2020

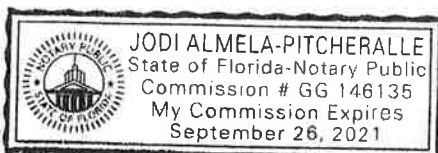
STATE OF FLORIDA

COUNTY OF Nassau

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed their signature at the space provided above on this 17th day of July, 2020, and is personally known to me, or has provided FL DL B600073691838 as identification.

Notary Signature

My Commission expires: 9/26/21



THIS FORM MUST BE INCLUDED WITH PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #2020-08
POOL DECK AND CENTRAL BREEZEWAY RESURFACING, MLK RECREATION CENTER

EXHIBIT "G"

NON-COLLUSION AFFIDAVIT

This sworn statement is submitted with Bid, Proposal or Contract for A1M.

This sworn statement is submitted by (entity) A1M/Bryon Bear whose business address is 463477 St. Rd 200 and (if applicable) Federal Employer Identification Number (FEIN) is 83-29 52882 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: 4848.)

My name is Bryon Bear and my relationship to the entity named above is owner.

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

Signature

Date:

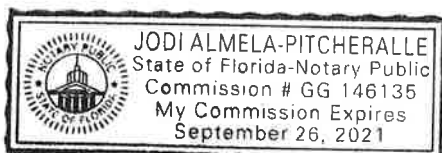
STATE OF FLORIDA

COUNTY OF Nassau

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed their signature at the space provided above on this 17th day of July, 2020 and is personally known to me, or has provided FLDL BMD 0369 1830 as identification.

Notary Signature

My Commission expires: 9/26/2021



THIS FORM MUST BE INCLUDED WITH PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #2020-08
POOL DECK AND CENTRAL BREEZWEWAY RESURFACING, MLK RECREATION CENTER

EXHIBIT "H"

DISPUTES DISCLOSURE FORM

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

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

YES___ NO ✓

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

YES___ NO ✓

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

YES___ NO ✓

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

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

Amelia Island Maintenance 7-16-20
Firm Date

[Signature]
Authorized Signature

Bryon Bahr, owner
Printed or Typed Name and Title

THIS FORM MUST BE INCLUDED WITH PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #2020-08
POOL DECK AND CENTRAL BREEZWEWAY RESURFACING, MLK RECREATION CENTER

EXHIBITS

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

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 1
For
ITB 2020-08 MLK POOL DECK AND BREEZEWAY RESURFACING

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

ADDENDUM No. 1

The following changes are applicable to the original ITB documents and specifications of **ITB 2020-08**. This Addendum No.1 now becomes part of the original Invitation to Bid and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting bids. Failure to do so may disqualify the bid.

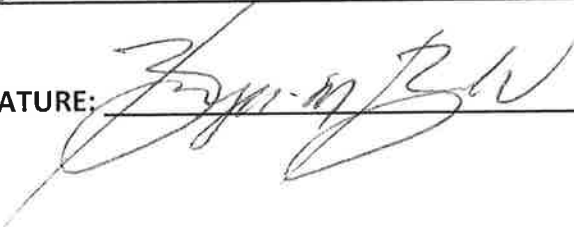
Bidders shall thoroughly familiarize themselves with the contents of this Addendum before submitting bids.

Amelia Island Maintenance

NAME: Bryan M. Bahr TITLE: Owner

ADDRESS: 463477 St Rd 200

CITY: Yulee STATE: FL

AUTHORIZED SIGNATURE:  DATE: 7-15-2020

CITY OF FERNANDINA BEACH, FLORIDA

ADDENDUM NO. 1

For

ITB 2020-08 MLK POOL DECK AND BREEZEWAY RESURFACING

1. Grind all pool deck surfaces to ensure an even surface and adhesion of new surface. Fill/cover open structural cracks and seal with a concrete sealant with polyurethane. base to stop moisture from coming up from underlying areas and causing delamination. Can you clarify the extent of the required grinding? Is the intention to grind to surface in order to totally create a smooth surface or grinding down noticeable high areas? Is the existing to be fully removed or can tightly adhered coatings be allowed to remain. **80-90% removal of existing pool deck and surface paint. Down to the concrete**
2. Grind breezeway and ramp surfaces to ensure even surface and adhesion of new surface. Same question applies to this item. **80-90% removal of existing breezeway paint. Down to the concrete**
3. Apply splatter knockdown coating to all areas creating a non-slip surface in accordance with manufacturer's recommendations. Minimum 2-year manufacturer's warranty required. **Yes**
4. Is the contractor for removing and reinstalling drain covers? **The deck resurfacing contractor will be responsible for removal of any deck drain covers if necessary. These may be inspected for damage prior to removal if necessary.**

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 2
For
ITB 2020-08 MLK POOL DECK AND BREEZEWAY RESURFACING

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

ADDENDUM No. 2

The following changes are applicable to the original ITB documents and specifications of ITB 2020-08. This Addendum No.2 now becomes part of the original Invitation to Bid and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting bids. Failure to do so may disqualify the bid.

Bidders shall thoroughly familiarize themselves with the contents of this Addendum before submitting bids.

Amelia Island Maintenance

NAME: Bryan M Bahr TITLE: owner

ADDRESS: 163477 st rd 200

CITY: Gullee STATE: 81

AUTHORIZED SIGNATURE:  DATE: 7-15-2020

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 2
For
ITB 2020-08 MLK POOL DECK AND BREEZEWAY RESURFACING

Apply joint fabric to prevent cracks from showing on the surface in the following areas in order to prevent cracks from showing on the new deck surface:

- A. After filling cracks, gaps or repairs 1/8 inch or greater.
- B. Areas with overfill where new deck area meets old deck (New ADA locker room ramp area) with 4 inch overlap of original deck.

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #2020-08
POOL DECK AND CENTRAL BREEZEWAY RESURFACING, MLK RECREATION CENTER

EXHIBIT "A"

CONTACT SHEET/BID FORM

Bid – MLK Pool Deck and Breezeway Resurfacing

Amount \$ 98,000.⁰⁰

Name: EYD Coatings Inc.

Federal Taxpayer ID: 58-2376079

Mailing Address: 2001 Mills B Lane Blvd.

City, State, & Zip Code: Savannah, GA 31405

Telephone: 912-233-3268 Fax: 912-233-8133

Email: mshepard@edcompanies.com Submitted By: James Dees

Title: Vice President

FIRM Accepts Credit Cards*: Yes ☐ No ☒

Accounting Contact:

Name: Tanya George Title: Bookkeeper

Email Address: tgeorge@edcompanies.com Phone: 912-233-3268

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

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #2020-08
POOL DECK AND CENTRAL BREEZEWAY RESURFACING, MLK RECREATION CENTER**

THIS FORM MUST BE INCLUDED WITH PROPOSAL

EXHIBIT "B"

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

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

1. This sworn statement is submitted with Bid, Proposal or Contract for Bid # 2020-08
2. This sworn statement is submitted by (entity) ED Coatings Inc whose business address is 2001 Mills Blane Blvd. Saratoga and (if applicable) Federal Employer Identification Number (FEIN) is 58-2376079 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)
3. My name is James Dees and my relationship to the entity named above is Vice President.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(a) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a) (b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The City of Fernandina Beach, Florida ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was

CITY OF FERNANDINA BEACH, FLORIDA

INVITATION TO BID #2020-08

POOL DECK AND CENTRAL BREEZWEWAY RESURFACING, MLK RECREATION CENTER

knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural

person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise

transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

☒ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (Please attach a copy of the final order.)

☐ The person or affiliate was placed on the convicted FIRM list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted FIRM list. (Please attach a copy of the final order.)

☐ The person or affiliate has not been placed on the convicted FIRM list. (Please describe any action taken by, or pending with, the Department of General Services.)

Signature

Date:

July 13, 2020

STATE OF FLORIDA

COUNTY OF

GA
CHATHAM

PERSONALLY APPEARED BEFORE ME, the undersigned authority, James Dees who, after first being sworn by me, affixed their signature at the space provided above on this 13 day of July, 20 20 and is personally known to me, or has provided _____ as identification.

Notary Public

My Commission expires:

March 17, 2024

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #2020-08
POOL DECK AND CENTRAL BREEZWEWAY RESURFACING, MLK RECREATION CENTER

THIS FORM MUST BE INCLUDED WITH PROPOSAL

EXHIBIT "C"

DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

COMPANY: E&D Coatings, Inc.
CITY: Savannah STATE: GA ZIP CODE: 31405
TELEPHONE NUMBER(S): 912-233-8100
SIGNATURE: _____
NAME (TYPED OR PRINTED): James Dees TITLE: Vice President

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #2020-08
POOL DECK AND CENTRAL BREEZEWAY RESURFACING, MLK RECREATION CENTER

THIS FORM MUST BE INCLUDED WITH PROPOSAL

EXHIBIT "D"

CITY OF FERNANDINA BEACH, FLORIDA



E-VERIFY STATEMENT

Bid/Proposal Number: 2020-08
Project Description: Pool Deck + Central Breezeway Resurfacing,
MLK Recreation Center

I/FIRM acknowledges and agrees to the following:

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

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

Individual/Company/Firm: E+D Coatings, Inc.
Authorized Signature: [Signature]
Title: Vice President
Date: July 13/2020

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #2020-08
POOL DECK AND CENTRAL BREEZWEWAY RESURFACING, MLK RECREATION CENTER

THIS FORM MUST BE INCLUDED WITH PROPOSAL

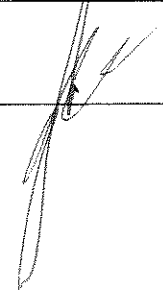
EXHIBIT "E"

PROPOSER ACKNOWLEDGEMENTS AND AGREEMENTS

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

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

Name: James Dees Title: Vice President

Signature:  Date: July 13, 2020

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #2020-08
POOL DECK AND CENTRAL BREEZEWAY RESURFACING, MLK RECREATION CENTER**

THIS FORM MUST BE INCLUDED WITH PROPOSAL

EXHIBIT "F"

CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with Bid, Proposal or Contract for #2020-08.

This sworn statement is submitted by (entity) END Coatings, Inc. whose business address is 2001 Mills Blvd. Suwanee, GA 30086 and (if applicable) Federal Employer Identification Number (FEIN) is 58-2376079 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is James Dees and my relationship to the entity named above is Vice President.

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

Signature _____

Date: July 13, 2020

STATE OF FLORIDA GA
COUNTY OF CHATHAM

CITY OF FERNANDINA BEACH, FLORIDA

INVITATION TO BID #2020-08

POOL DECK AND CENTRAL BREEZEWAY RESURFACING, MLK RECREATION CENTER

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed their signature at the space provided above on this 13 day of July, 2020, and is personally known to me, or has provided _____ as identification.

Notary Signature

My Commission expires:

March 17, 2024

THIS FORM MUST BE INCLUDED WITH PROPOSAL

EXHIBIT "G"

NON-COLLUSION AFFIDAVIT

This sworn statement is submitted with Bid, Proposal or Contract for #2020-08.

This sworn statement is submitted by (entity) ETD Coatings, Inc. whose business address is 201 Mills Blane Blvd. Savannah, GA 31405 and (if applicable) Federal Employer Identification Number (FEIN) is 58-2316019 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is James Dees and my relationship to the entity named above is Vice President

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

STATE OF FLORIDA
COUNTY OF CHATHAM

Signature

Date:

July 13, 2020

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed their signature at the space provided above on this 13 day of July, 2020, and is personally known to me, or has provided _____ as identification.

My Commission expires:

March 17, 2024

CITY OF FERNANDINA BEACH, FLORIDA

INVITATION TO BID #2020-08

POOL DECK AND CENTRAL BREEZWEWAY RESURFACING, MLK RECREATION CENTER

Notary Signature

THIS FORM MUST BE INCLUDED WITH PROPOSAL

EXHIBIT "H"

DISPUTES DISCLOSURE FORM

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

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

YES ___ NO ☒

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

YES ___ NO ☒

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

YES ___ NO ☒

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

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

Firm

ETD Coatings, Inc.

Date

July 13, 2020

Authorized Signature

Printed or Typed Name and Title

James Dees, Vice President

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 1
For
ITB 2020-08 MLK POOL DECK AND BREEZEWAY RESURFACING

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

ADDENDUM No. 1

The following changes are applicable to the original ITB documents and specifications of ITB 2020-08. This Addendum No.1 now becomes part of the original Invitation to Bid and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting bids. Failure to do so may disqualify the bid.

Bidders shall thoroughly familiarize themselves with the contents of this Addendum before submitting bids.

NAME: ETD Coatings Inc TITLE: VP

ADDRESS: 2001 Mills B. Lane Blvd.

CITY: Savannah STATE: GA

AUTHORIZED SIGNATURE:  DATE: July 14 2020

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 2
For
ITB 2020-08 MLK POOL DECK AND BREEZEWAY RESURFACING

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

ADDENDUM No. 2

The following changes are applicable to the original ITB documents and specifications of ITB 2020-08. This Addendum No.2 now becomes part of the original Invitation to Bid and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting bids. Failure to do so may disqualify the bid.

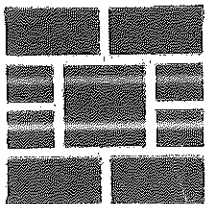
Bidders shall thoroughly familiarize themselves with the contents of this Addendum before submitting bids.

NAME: ETD Coatings Inc TITLE: VP

ADDRESS: 2001 Mills B. Lane Blvd.

CITY: Savannah STATE: GA 31405

AUTHORIZED SIGNATURE:  DATE: July 14 2020



SAVANNAH

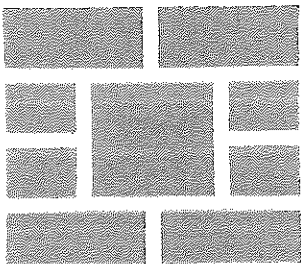
Revenue Department

132 E Broughton St | PO Box 1228 | Savannah, GA 31402-1228 | (912)651-6445

2019 BUSINESS TAX CERTIFICATE

Expires: December 31, 2019

E & D COATINGS, INC
2001 MILLS B LN
SAVANNAH GA 31405



Business Owner(s): DEES JAMES E
DEES JAMES E
Permit # 019154
Additional Info:
NAICS: 236220
Tax Class: B

Classification: Commercial and Industrial Building Construction

THIS CERTIFICATE MUST BE DISPLAYED PROMINENTLY IN THE BUSINESS

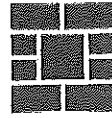
PM ID: 5882

4/23/2019 12:48:05PM

Above is your 2019 City of Savannah Business Tax Certificate. Please post it in a prominent place at your business. A pocket-sized license card is below. Please be sure to keep this card on you at all times. If any information appearing on the certificate is incorrect, please contact the Revenue Department at the address or phone number above.

REVENUE DEPARTMENT
132 E BROUGHTON ST
PO BOX 1228
SAVANNAH, GA 31402-1228
(912) 651-6445

E & D COATINGS, INC
2001 MILLS B LN
SAVANNAH GA 31405



Revenue Department

2019 BUSINESS TAX CERTIFICATE
Permit #019154 NAICS: 236220 (B)
Commercial and Industrial Building Additional Info:

E & D COATINGS, INC
2001 MILLS B LN
SAVANNAH GA 31405
DEES JAMES E, Owner

E&D Coatings, Inc.
2001 Mills B Lane Blvd.
Savannah, GA 31405

REFERENCES

1. Hunting Island Lighthouse Restoration
Sandblast/Coating Interior of Lighthouse
\$80,000 – \$100,000
Scott Langford 803-734-0188
SCPRT
1205 Pendleton St.
Columbia, SC 29201
2. Tank 300/Tank 10
Sandblast/Coat Fuel Storage Tanks
\$25,000-\$60,000
Michael Mashburn 912-661-2970
Colonial Oil Terminal
101 North Lathrop Ave.
Savannah, GA 31405
3. Chemical Loading Areas (floor/ceiling)
Prep/Coat Ceilings & Floors for Acid Resistance
Joel Millsap 912-667-4777
Colonial Chemical Solutions
916 W. Lathrop Ave.
Savannah, GA 31405
4. Effingham WWTP
Industrial Painting
Pat Burk, PE 912-660-1289
Port City Design Group
Savannah, GA
5. Mud Creek WWTP Valdosta, GA
Tank Liners, Industrial Coatings
\$500,000+
Jeff Mucha 407-467-3787
CDM Smith Constructors
Maitland, FL
6. Blast/Coat Water Storage Tank
\$69,000.00
Georgianna Graham 803-739-2888
HPG and Company
1432 Sunset Blvd
West Columbia, SC 29169
7. **Jerry Flemming, Director**
jflemming@savannahga.gov
City of Savannah
Park and Tree Department
912-651-6610
Light Pole Painting
8. **Harry Carter**
Skidaway Institute of Oceanography
10 Ocean Circle
Savannah, GA
912-441-8633
Elastomeric Roof Coatings

9. Reminiscent Homes
Richard A. Creamer
1000 William Hilton Pkwy.
Suite C-6 Village at Wexford
Hilton Head, SC. 29928
843-342-5229 Office
Blast and Recoat Pool Deck
10. Liberty County Schools
Roger Osbourne
4185 East Oglethorpe Hwy.
Hinesville, GA 31313
912-876-4573
rosborne@liberty.k12.ga.us
Painting Various Schools
11. Glynn County School System
Al Boudreau
PO Box 1677
Brunswick, GA 31521
912-267-4100 ext. 1210
boudreau@glynn.k12.ga.us
Painting Bus Canopies at Various Schools
12. Effingham County GA
Julie Hebert
Water/Waste Water Treatment
Rincon, GA 31326
912-754-2332
jhebert@effinghamcounty.org
Blasting/Painting Water Tanks
13. Liberty County Schools
Allan Clark or Trey Robertson
200 Bradwell St.
Hinesville, GA 31313
912-667-8080 or 912-429-1824
aclark@bryan.k12.ga.us
Painting Hallways & Media Center
14. City of Savannah
Harry Jenkins
2 East Bay St.
Savannah, GA 31045
912-663-9505
912-651-3699 Fax
Various Painting Projects
15. Ground Storage Tank at Water Plant
City of Atlantic Beach, FL
800 Seminole Rd.
Atlantic Beach, FL 32233
Interior Repairs, Blasting/Recoating
Concrete Storage Tank
\$121,528.00 June 2014
Tim Townsend 904-247-5839
16. Henderson Club House Painting
Chatham County GA
Eisenhower Dr.
Savannah, GA 31405
Exterior Washing/Painting
\$12,500.00 October 2014
Misty Bethune Selph
912-652-6794

17. Gas Canopy Blasting/Painting
Charleston Area Regional Transit Authority
3664 Leeds Ave
North Charleston, SC 29405
Sand blast and Paint Bus Station Gas Canopy
\$37,500.00 February 2018
Jason McGary 843-529-0400 (ext. 221)



E&D COATINGS, INC.

INDUSTRIAL SANDBLASTING & PAINTING

July 1, 2020

David Kranz
Charleston CPW
103 St Phillip St
Charleston, SC 29403

RE: Pressure Washing/Cleaning of Clearwell Tanks (2)

E&D Coating, Inc is pleased to provide you with a quote for the subject referenced project. E&D proposes to provide all necessary labor, equipment and materials to complete the project as described below:

Pressure Wash (2) Clearwells using Simple Green All Purpose Cleaner.
Apply PPG Mildew Check Multi-Purpose Wash for Mildew Resistance.
Rinse Clearwells with water.

TOTAL THIS ESTIMATE: \$29,200.00

A handwritten signature in black ink, appearing to read 'Mike Shepard', is written over a light blue horizontal line.

Mike Shepard
Secretary

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 1
For
ITB 2020-08 MLK POOL DECK AND BREEZEWAY RESURFACING

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

ADDENDUM No. 1

The following changes are applicable to the original ITB documents and specifications of ITB 2020-08. This Addendum No.1 now becomes part of the original Invitation to Bid and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting bids. Failure to do so may disqualify the bid.

Bidders shall thoroughly familiarize themselves with the contents of this Addendum before submitting bids.

One Source Restoration & Building Services, Inc.

NAME: Les Mouzon **TITLE:** Executive Vice President

ADDRESS: 102 S Armenia Ave.

CITY: Tampa **STATE:** FL

AUTHORIZED SIGNATURE:  **DATE:** 07/14/2020

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 1
For
ITB 2020-08 MLK POOL DECK AND BREEZEWAY RESURFACING

1. Grind all pool deck surfaces to ensure an even surface and adhesion of new surface. Fill/cover open structural cracks and seal with a concrete sealant with polyurethane. base to stop moisture from coming up from underlying areas and causing delamination. Can you clarify the extent of the required grinding? Is the Intention to grind to surface in order to totally create a smooth surface or grinding down noticeable high areas? Is the existing to be fully removed or can tightly adhered coatings be allowed to remain. **80-90% removal of existing pool deck and surface paint. Down to the concrete**
2. Grind breezeway and ramp surfaces to ensure even surface and adhesion of new surface. Same question applies to this item. **80-90% removal of existing breezeway paint. Down to the concrete**
3. Apply splatter knockdown coating to all areas creating a non-slip surface in accordance with manufacturer's recommendations. Minimum 2-year manufacturer's warranty required. **Yes**
4. Is the contractor for removing and reinstalling drain covers? **The deck resurfacing contractor will be responsible for removal of any deck drain covers if necessary. These may be inspected for damage prior to removal if necessary.**

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 2
For
ITB 2020-08 MLK POOL DECK AND BREEZEWAY RESURFACING

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

ADDENDUM No. 2

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Bidders shall thoroughly familiarize themselves with the contents of this Addendum before submitting bids.

NAME: Les Mouzon **TITLE:** Executive Vice President

ADDRESS: 102 S Armenia Ave

CITY: Tampa **STATE:** FL

AUTHORIZED SIGNATURE:  **DATE:** 07/14/2020

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 2
For
ITB 2020-08 MLK POOL DECK AND BREEZEWAY RESURFACING

Apply joint fabric to prevent cracks from showing on the surface in the following areas in order to prevent cracks from showing on the new deck surface:

- A. After filling cracks, gaps or repairs 1/8 inch or greater.
- B. Areas with overfill where new deck area meets old deck (New ADA locker room ramp area) with 4 inch overlap of original deck.

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #2020-08
POOL DECK AND CENTRAL BREEZEWAY RESURFACING, MLK RECREATION CENTER**

EXHIBIT "A"

CONTACT SHEET/BID FORM

Bid – MLK Pool Deck and Breezeway Resurfacing **Amount \$** 93,807.00

Name: Les Mouzon

Federal Taxpayer ID: 46-3261287

Mailing Address: 102 S Armenia Ave.

City, State, & Zip Code: Tampa, FL 33609

Telephone: 813-462-9040 **Fax:** 813-200-2291

Email: Les@onesourceresto.com **Submitted By:** One Source Restoration & Building Services, Inc.

Title: Executive Vice President

FIRM Accepts Credit Cards*: Yes ☒ No

Accounting Contact:

Name: Lauren Rhode **Title:** Office Manager

Email Address: Lauren@onesourceresto.com **Phone:** 813-462-9044

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

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #2020-08
POOL DECK AND CENTRAL BREEZWEWAY RESURFACING, MLK RECREATION CENTER**

THIS FORM MUST BE INCLUDED WITH PROPOSAL

EXHIBIT "B"

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

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

1. This sworn statement is submitted with Bid, Proposal or Contract for City of Fernandina Beach.
2. This sworn statement is submitted by (entity) One Source Restoration & Building Services, Inc. whose business address is 102 S Armenia Ave and (if applicable) Federal Employer Identification Number (FEIN) is 46-3261287 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)
3. My name is Les Mouzon and my relationship to the entity named above is Executive Vice President.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(a) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a) (b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or Information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The City of Fernandina Beach, Florida ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was

CITY OF FERNANDINA BEACH, FLORIDA

INVITATION TO BID #2020-08

POOL DECK AND CENTRAL BREEZWEWAY RESURFACING, MLK RECREATION CENTER
knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

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

Signature

07/14/20

Date:

STATE OF FLORIDA

COUNTY OF Hillsborough

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed their signature at the space provided above on this 14 day of July, 2020, and is personally known to me, or has provided _____ as identification.



Notary Public

My Commission expires: 3/31/24

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #2020-08
POOL DECK AND CENTRAL BREEZWEWAY RESURFACING, MLK RECREATION CENTER**

THIS FORM MUST BE INCLUDED WITH PROPOSAL

EXHIBIT "C"

DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

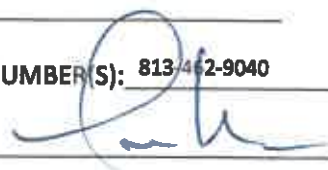
COMPANY: One Source Restoration & Building Services, Inc.

CITY: Tampa

STATE: FL

ZIP CODE: 33609

TELEPHONE NUMBER(S): 813/462-9040

SIGNATURE: 

NAME (TYPED OR PRINTED): Les Mouzon

TITLE: Executive Vice President

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #2020-08
POOL DECK AND CENTRAL BREEZEWAY RESURFACING, MLK RECREATION CENTER**

THIS FORM MUST BE INCLUDED WITH PROPOSAL

EXHIBIT "D"

CITY OF FERNANDINA BEACH, FLORIDA



E-VERIFY STATEMENT

Bid/Proposal Number: #2020-08

Project Description: Pool Deck and Central Breezeway Resurfacing

I/FIRM acknowledges and agrees to the following:

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

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

Individual/Company/Firm: Le Mouzon, One Source Restoration & Building Services, Inc.

Authorized Signature: [Signature]

Title: Executive Vice President

Date: 07/14/2020

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #2020-08
POOL DECK AND CENTRAL BREEZWEWAY RESURFACING, MLK RECREATION CENTER**

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EXHIBIT "E"

PROPOSER ACKNOWLEDGEMENTS AND AGREEMENTS

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

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

Name: Les Mouzon Title: Executive Vice President

Signature:  Date: 07/14/20

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #2020-08
POOL DECK AND CENTRAL BREEZWEWAY RESURFACING, MLK RECREATION CENTER

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EXHIBIT "F"

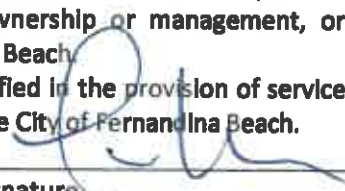
CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with Bid, Proposal or Contract for City of Fernandina Beach.

This sworn statement is submitted by (entity) One Source Restoration & Building Services, Inc. whose business address is 102 S Armenia Ave. Tampa, FL 33609 and (if applicable) Federal Employer Identification Number (FEIN) is 46-3261287 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Les Mouzon and my relationship to the entity named above is Executive Vice President.

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

Signature 

Date: 07/14/20

STATE OF FLORIDA
COUNTY OF FL

CITY OF FERNANDINA BEACH, FLORIDA

INVITATION TO BID #2020-08

POOL DECK AND CENTRAL BREEZEWAY RESURFACING, MLK RECREATION CENTER

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed their signature at the space provided above on this 14 day of July, 2020, and is personally known to me, or has provided _____ as identification.

[Signature]

Notary Signature

My Commission expires: 3/31/24

THIS FORM MUST BE INCLUDED WITH PROPOSAL

EXHIBIT "G"

NON-COLLUSION AFFIDAVIT

This sworn statement is submitted with Bid, Proposal or Contract for City of Fernandina Beach

This sworn statement is submitted by (entity) One Source Restoration & Building Services, Inc. whose business address is _____ and (if applicable) Federal Employer Identification Number (FEIN) is 46-3261287 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Les Mouzon and my relationship to the entity named above is Executive Vice President

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

[Signature]
Signature

07/14/20

Date:

STATE OF FLORIDA

COUNTY OF FL

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed their signature at the space provided above on this 14 day of July, 2020, and is personally known to me, or has provided _____ as identification.

[Signature]

My Commission expires: 3/31/24



CITY OF FERNANDINA BEACH, FLORIDA

INVITATION TO BID #2020-08

POOL DECK AND CENTRAL BREEZEWAY RESURFACING, MLK RECREATION CENTER

Notary Signature

THIS FORM MUST BE INCLUDED WITH PROPOSAL

EXHIBIT "H"

DISPUTES DISCLOSURE FORM

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

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

YES___ NO_ x

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

YES_____ NO_ x

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

YES_____ NO_ x

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

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

One Source Restoration & Building Services, Inc.

07/14/20

Firm

Date

Authorized Signature

Les Mouzon

Printed or Typed Name and Title

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #2020-08
POOL DECK AND CENTRAL BREEZWEWAY RESURFACING, MLK RECREATION CENTER**

THIS FORM MUST BE INCLUDED WITH PROPOSAL

"ATTACHMENT A"

CITY OF FERNANDINA BEACH

"SAMPLE CONTRACT"

**CONTRACT AND GENERAL CONDITIONS
FOR
CONSTRUCTION SERVICES**

This **AGREEMENT** made on the 14 day of July in the year of 2020, **BETWEEN** the owner, CITY OF FERNANDINA BEACH, 204 Ash Street, Fernandina Beach, FL 32034 (hereinafter referred to as "Owner" or "City") and the Contractor, (insert Name, Address, City, State, Zip)

PROJECT:

CONTRACTOR:

ARCHITECT/ENGINEER:

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2020-116
Award of RFP #2020-04 - McCall Tree Health and Consulting, LLC, Cash's Tree Service LLC, First Coast Urban Forestry LLC, Davey Resource Group, Inc. and Gage Tree Care

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2020-116

SYNOPSIS: The City advertised Request for Proposal (RFP) #2020-04 for on-call arborist services after the approval of revised tree ordinance standards which direct that a certified arborist be on-site for all site clearing activities. The intent of the RFP is to provide a list of service providers to supplement the efforts of the City Arborist. These contracts will allow the City to comply with the newly established requirement (LDC Section 4.09.14(E)(2)(d) for presence of a third-party certified arborist (paid at the City's expense) for "all clearing activities."

The City received responses to the RFP from five firms which would provide eight certified arborists to the City on an on-call basis. After reviewing the qualifications for each arborist and ensuring that they are licensed as a "certified arborist," staff recommends entering into a Professional Services Agreement with each applicant.

Contract pricing was requested on an hourly basis. The proposals range in hourly price from \$30.35 to \$100.00 per hour. Within the past calendar year, the City processed approximately 135 projects which would now require on-site oversight for all clearing activities.

Following adoption, staff will provide for training to educate each vendor of the City's standards for tree protection on each development site.

FISCAL IMPACT: Fiscal impact will be related to the number and duration of inspections required. The City Arborist estimates that for single family construction improvements the required time will range from four to six hours and for commercial projects the time will be several days, if not longer.

Funds for this activity will be expended from Planning and Conservation Contractual account, 0011500 53400.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2020-116.

Kelly Gibson, AICP, Planning Director	7/31/2020
Nicole Bednar, Administrative Services Manager	8/6/2020
Dale L. Martin, City Manager	8/10/2020
Pauline Testagrose, Comptroller	8/10/2020
Tammi E. Bach, City Attorney	8/11/2020
Katie Newton, Legal Assistant	8/11/2020

Date: July 23, 2020

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION: Adopt

RESOLUTION 2020-116

A RESOLUTION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AWARDING RFP #2020-04 AWARDING RFP #2020-04 TO MCCALL TREE HEALTH AND CONSULTING, LLC, CASH'S TREE SERVICE LLC, FIRST COAST URBAN FORESTRY LLC, DAVEY RESOURCE GROUP, INC., AND GAGE TREE CARE; AUTHORIZING THE CITY MANAGER TO PREPARE PROFESSIONAL SERVICES AGREEMENTS FOR SAME; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City advertised Request for Proposal #2019-04 for on-call arborist services to assist the City in implementing Land Development Code policy 4.05.14 (E) (2) (d) requiring an on-site arborist for all site clearing activities in order to ensure tree preservation goals are achieved; and

WHEREAS, if the City Arborist is unavailable to provide on-site oversight of development clearing a request for on-call services to one of the vendors contracted will be requested by the City of Fernandina Beach; and

WHEREAS, due to the frequency for this type of work, potential for third-party arborist conflicts, and the time commitment required to implement policy 4.05.14 (E) (2) (d), staff recommends contracting with all responding vendors, which represents eight arborists with five different companies; and

WHEREAS, the Planning and Conservation Department recommends the City Manager prepare a Professional Services Agreement (not to exceed three-years) for all responding vendors.

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

SECTION 1. The City Commission hereby awards RFP #2020-04 to McCall Tree Health and Consulting, LLC, Cash's Tree Service, LLC, First Coast Urban Forestry, LLC, Davey Resource Group, Inc., and Gage Tree Care, as specified in the Request for Proposal.

SECTION 2. The City Manager is hereby authorized to prepare a Professional Services Agreement (not to exceed three years) for services with all responding vendors, on behalf of the City, for on-call arborist services.

SECTION 3. The City Manager and City Clerk are hereby authorized to execute all documentation pertaining to the award of this Request for Proposal, upon review of the City Attorney.

SECTION 4. This Resolution shall take effect immediately upon adoption.

ADOPTED this 18th 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

CITY OF FERNANDINA BEACH, FLORIDA
RFP 2020-04
ON-CALL ARBORISTS SERVICES

INTRODUCTION

The City of Fernandina Beach, Florida (CITY) is accepting competitive sealed proposals for **On-Call Arborists Services**.

The CITY will receive sealed proposals at the location stated below not later than **2:00pm, July 17, 2020**.

Any proposal received after the above stated time and date will not be considered. It shall be the sole responsibility of the FIRM to have its proposal delivered to the City of Fernandina Beach, by U.S. Mail, hand delivery or any other method available to him/her; however, **facsimile or electronic submittals will not be accepted**. Delay in delivery shall be the sole responsibility of the Proposer. Proposals received after the deadline will not be considered.

The original proposal (**1 original, 4 copies and 1 electronic version, CD or thumb drive**) must be delivered to City Hall in a sealed package, clearly marked on the outside, **RFP #2020-04** and addressed to:

City of Fernandina Beach
Attn: City Clerk's Office – **RFP# 2020-04**
204 Ash Street
Fernandina Beach, FL 32034

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

The proposal shall be submitted on the specified **Contact Sheet/Proposal Form** (**1 original, 4 copies**), hereto attached as "**Exhibit A**". The person signing the Proposal Response Form shall have the authority to bind the proposer to the submittal. All information on the Proposal form shall be provided, or the submittal may not be accepted.

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

In accordance with Item 16, General Terms and Conditions, please provide **proof the Contractor/Vendor is not listed in the Excluded Parties List System**, a federal suspension and debarment listing.

CITY OF FERNANDINA BEACH, FLORIDA
RFP 2020-04
ON-CALL ARBORISTS SERVICES

SCOPE OF WORK

The purpose of this project is to be on-call for Arborist's services as required in the City of Fernandina Beach Land Development Code section 4.05.14 Tree Protection Requirements section E, 2d:

E. Protection of Trees During Development Activities:

2. A tree protection zone shall be established around each protected tree(s) as follows:
 - d. An approved inspection of the tree protection area by a Certified Arborist contracted to and selected and managed by the City, must be completed prior to all site clearing activity.

CONTENT OF PROPOSALS

Proposals should include the following:

- An introduction indicating an understanding of the desired services and commitment to the City.
- Description of similar work completed and the associated clients (including contact information).
- Any other information that may be of interest to the City or relevant to the proposal.
- City Exhibits A-H

EVALUATION PROCESS

All Requests for Proposals (RFP) will be evaluated in terms of capacity to perform and cost. Past performances on local government projects will also be assessed in terms of timeliness, completing work within budget and quality of work.

EVALUATION CRITERIA

- | | |
|----------------------------------|------------|
| • Qualifications of Staff | 90% |
| • Proposed Cost | 10% |

Award shall be made to the vendor whose proposal is deemed to be most advantageous to the CITY.

CONTACT

Specification questions during the proposal period shall be submitted in writing to Wanda Weaks, Purchasing Agent, at wweaks@fbfl.org.

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

ADDENDA

A written response to FIRM's questions will be issued via Addendum and posted on the CITY's website at www.fbfl.us/bids and the Demandstar website at www.demandstar.com It is the FIRM's responsibility to check the CITY's website for Addenda prior to submitting their proposal. The deadline for questions is five days before proposal opening.

CITY OF FERNANDINA BEACH, FLORIDA
RFP 2020-04
ON-CALL ARBORISTS SERVICES

FIRM SHALL SIGNIFY RECEIPT OF ADDENDA (IF ANY). Failure to Acknowledge Receipt of any Addendum may result in rejection of the proposal.

The City of Fernandina Beach has appointed three (3) members to an RFP review committee to review and rank each RFP response. All RFP respondents will be notified of selection or non-selection.

ANTICIPATED SCHEDULE

Request for Proposal (RFP) advertised	June 26, 2020
RFP Opening Date (deadline for receipt 2:00pm)	July 17, 2020
Evaluation Committee Meeting (10:00am)	July 28, 2020

This schedule is approximate. All dates are subject to change at the discretion of the City of Fernandina Beach.

CITY OF FERNANDINA BEACH, FLORIDA
RFP 2020-04
ON-CALL ARBORISTS SERVICES

GENERAL CONDITIONS OF REQUEST FOR PROPOSAL

1. **PREPARATION OF PROPOSAL** – REQUEST FOR PROPOSAL shall be prepared in accordance with the following:
 - a. The enclosed Contact Sheet/Proposal Form attached hereto as “Exhibit A”, shall be used when submitting your REQUEST FOR PROPOSAL.
 - b. All information required by the Contact Sheet/Proposal Form shall be furnished. The Proposer shall print or type his/her name and manually sign the Form and any continuation sheet on which an entry is made.
 - c. Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
 - d. Alternate Proposals will not be considered unless authorized by the Request for Proposal.
 - e. Proposers will **not** include federal taxes nor State of Florida sales, excise, and use taxes in prices, as the City is exempt from payment of such taxes. An exemption certificate will be signed where applicable upon request.
 - f. Proposers shall make all investigations necessary to thoroughly inform themselves about any and all conditions related to the performance of the contract. Plea of ignorance by the Proposer of conditions that exists or may hereafter exist as a result of failure or omission on the part of the Proposer to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements provided for in the Purchasing Policy, Purchasing Ordinance and/or State and Federal Statutes. The City’s Purchasing Ordinance is set forth in Chapter 2-420, *et seq.*
 - g. Prices quoted must be FOB City of Fernandina Beach, Florida with all transportation charges prepaid unless otherwise specified in the Request for Proposal.
 - h. Deliveries are to be FOB Destination unless otherwise specified in the Request for Proposal.
 - i. Deliveries are to be made during regular business hours.
 - j. Proposals and Proposal prices shall be valid for a minimum of ninety (90) days, unless otherwise stated on the REQUEST FOR PROPOSAL.
2. **SUBMISSION OF PROPOSAL**
 - a. Proposals and changes thereto shall be enclosed in sealed envelopes and addressed as instructed on the Proposal Form. The name and address of the Proposer, the date and hour of the Request for Proposal submittal opening, and the material or service shall be placed on the outside of the envelope.

CITY OF FERNANDINA BEACH, FLORIDA
RFP 2020-04
ON-CALL ARBORISTS SERVICES

- b. REQUEST FOR PROPOSAL must be submitted on the forms furnished. Electronic Proposals will not be considered.

3. REJECTION OF PROPOSAL

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

4. WITHDRAWAL OF PROPOSAL

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

5. LATE PROPOSAL

- a. REQUEST FOR PROPOSAL and modifications received after the time set for the opening will not be considered.
- b. Modifications in writing received prior to the time set for the opening will be accepted.

6. LOCAL, STATE, AND FEDERAL COMPLIANCE

- a. Proposers shall comply with all local, state, and federal directives, orders and laws as applicable to the REQUEST FOR PROPOSAL and subsequent contract(s) in accordance with the requirements as stated in CFR 200.321, including but not limited to Equal Employment Opportunity (EEO), Minority Business Enterprise (MBE), and Occupational Safety and Health Administration (OSHA) as applicable to this contract.
- b. A "Public Entity Crimes Statement", in accordance with Florida Statutes, Section 287.133 (3) (a), on Public Entity Crimes, attached hereto as "Exhibit B", must be received at the time of the proposal.
- c. A "Drug Free Workplace Certification" attached hereto as "Exhibit C", must be received at the time of the proposal.
- d. The City of Fernandina Beach requires that the Proposer selected will not discriminate under the contract against any person, in accordance with federal, state and local government regulations.
- e. An "E-Verify Statement" attached hereto as "Exhibit D" must be received at the time of the proposal.

CITY OF FERNANDINA BEACH, FLORIDA
RFP 2020-04
ON-CALL ARBORISTS SERVICES

7. AWARD OF REQUEST FOR PROPOSAL

- a. The REQUEST FOR PROPOSAL will be awarded to the most responsive and responsible proposer offering the best value to the City of Fernandina Beach.
- b. The City reserves the right to accept and award item by item, and/or by group, or in the aggregate.
- c. A written award of acceptance (Purchase Order), mailed or otherwise furnished to the successful Proposer shall result in a binding contract without further action by either party.
- d. Unless otherwise noted in the specifications, the length of the agreement shall be one year, with two, one-year renewals possible based on the mutual consent of the parties.
- e. Upon award, for construction projects, the Contractor will be required to complete/execute the City's Contract and General Conditions for Construction Services. An example of the contract can be found on the City's website at www.fbfl.us/bids, Bids and Purchasing web page.
- f. Agreement may be cancelled with 60 days' notice unless otherwise stated in signed contract documents.

8. NOT RESPONSIBLE FOR COSTS

- a. The City shall not be responsible for any cost incurred by a prospective Proposer in responding to this REQUEST FOR PROPOSAL.

9. BONDS

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

PROPOSAL BOND:

- a. If the Base Proposal or the Base Proposal plus the sum of any alternates fall into the criteria above requiring a Proposal Bond, the Proposer shall enclose a Certified Check or Proposal Bond with each Proposal. A Certified Check or Proposal Bond shall be for an amount not less than five percent (5%) of the Proposal price and shall be made payable to the CITY OF FERNANDINA BEACH as a guarantee that the Proposer will not

CITY OF FERNANDINA BEACH, FLORIDA
RFP 2020-04
ON-CALL ARBORISTS SERVICES

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

PERFORMANCE AND PAYMENT BONDS:

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

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

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

10. PUBLIC INFORMATION

- a. All information contained in this Proposal is public information, and as such will be handled in accordance with chapter 119, Florida Statutes.

11. ADDITIONAL INFORMATION

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

12. QUESTIONS

- a. Any questions about the REQUEST FOR PROPOSAL should be communicated per instructions in the REQUEST FOR PROPOSAL.

CITY OF FERNANDINA BEACH, FLORIDA
RFP 2020-04
ON-CALL ARBORISTS SERVICES

13. INDEMNIFICATION AND INSURANCE

INDEMNIFICATION

The parties recognize that CONTRACTOR/VENDOR is an independent Contractor. CONTRACTOR/VENDOR agrees to assume liability for and indemnify, hold harmless, and defend the CITY, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, arising directly or indirectly out of or in connection with any negligent and/or deliberate act or omission of CONTRACTOR/VENDOR, its officers, employees, agents, and representatives. CONTRACTOR/VENDOR's liability hereunder shall include all

attorney's fees and costs incurred by the CITY in the enforcement of this indemnification provision. This includes claims made by the employees of CONTRACTOR/VENDOR against the CITY and CONTRACTOR/VENDOR hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement. Nothing contained in the foregoing indemnification shall be construed to be a waiver of any immunity or limitation of liability the CITY may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

INSURANCE

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

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

- A. Worker's Compensation and Occupational Disease Insurance in accordance with the applicable law or laws; Employer's Liability Insurance with limit of at least One Million (\$1,000,000) Dollars. This includes sole proprietorships and officers of corporations who will be performing work on the job.
- B. Commercial General Liability with a combined Bodily Injury and Property Damage limit of not less than ONE Million (\$1,000,000.00) Dollars per occurrence and TWO Million (\$2,000,000) Dollars in the aggregate. The aggregate must be applicable on a per project basis. Coverage must include the following perils:

CITY OF FERNANDINA BEACH, FLORIDA
RFP 2020-04
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1. Broad Form Blanket Contractual Liability for liability assumed under this Contract and all other Contracts relative to the project.
 2. Completed Operations/Products Liability.
 3. Broad Form Property Damage
 4. Personal and Advertising Injury Liability
 5. Independent Contractors
 6. Endorsements must be furnished reflecting the inclusion of the interests of Owner, Construction Manager, General Contractor, Contractor, (your company) , their officers, directors, partners, representatives, agents and employees, and naming each as an Additional Insured on a primary and non-contributing basis.
 7. Coverage is to be endorsed to reflect that insurance is to be primary and non-contributory with respect to any other collectable insurance, for the Owner, General Contractor, Contractor, (your company) and all other parties required to be named as additional insureds.
 8. Coverage is to be provided on an "occurrence" basis with carriers licensed and admitted to doing business in the State of [your state] or otherwise acceptable to the Contractor (your company).
 9. A copy of policy and/or endorsement(s) and any other documents required to verify such insurance are to be submitted with the appropriate certificate(s), or upon the request of Contractor (your company). Failure to provide these documents is not to be construed as a waiver of the requirements to provide such insurance.
- C. Commercial Automobile Liability Insurance covering the use of all Owned, Non-Owned, and Hired Vehicles with combined Bodily Injury and Property Damage Limit of at least One Million (\$1,000,000.00) Dollars.
- D. Umbrella I Excess Liability Insurance with a limit of no less than One Million (\$1,000,000) Dollars minimum per occurrence.
- E. During the term of this agreement, (if applicable) the Contractor/Vendor will carry Professional Liability Insurance which will cover liability for any damage or non-performance on account of any error, omission, or other provable negligence caused by the Contractor/Vendor. The amount of insurance shall not be less than \$1,000,000 per occurrence and aggregate.
- F. Loss Deductible – If the insurance of any CONTRACTOR/VENDOR contains deductible(s), penalty(s) or self-insured retention(s), the CONTRACTOR/VENDOR Whose insurance contains such provision(s) shall be solely responsible for payment of such deductible(s), penalty(s) or self-insured retention(s).
- G. Where an Off Project Site Property exposure exists, the Contractor at its sole expense shall furnish to the Owner and Contractor (your company) Certificates of Insurance and other required documentation evidencing the following coverage which shall provide for the interests of [Name of Owner] , [Name of General Contractor] and (your company) to be named as Loss Payees and shall

CITY OF FERNANDINA BEACH, FLORIDA
RFP 2020-04
ON-CALL ARBORISTS SERVICES

contain a provision requiring the insurance carriers to waive their rights of subrogation against all indemnities named in the contract.

"All Risk" Property Insurance on all materials, equipment and supplies intended to become a permanent part of the construction stored on premises away from the project site and while in transit, until actually delivered to the project site. Coverage is to be provided on a replacement cost basis.

- H. The above insurances shall each contain the following wording verbatim: "[Name of Owner], [Name of General Contractor] , and (your company) are interested in the maintenance of this insurance and it is agreed that this insurance will not be canceled , materially changed or not renewed without at least a thirty (30) day advance written notice to [Name and address of Owner] , [Name and address of General Contractor] and [Name and address of your company] by certified mail-return receipt requested ."
- I. The amount of insurance contained in the aforementioned insurance coverages shall not be construed to be a limitation of the liability on the part of the Subcontractor or any of its Subcontractors.
- J. The Contractor shall file certificates of insurance prior to the commencement of work with the Owner and the General Contractor which shall be subject to the Owner, General Contractor and (your company) approval of adequacy of protection and the satisfactory character of the Insurer.
- K. Any type of insurance or any increase of limits of liability not described above which the Subcontractor requires for its own protection or on account of statute shall be its own responsibility and at its own expense.
- L. The carrying of the insurance described shall in no way be interpreted as relieving the Contractor or Subcontractor of any responsibility of liability under this Contract.
- M. Any policies effected by the Contractor on its Owned and/or Rented Equipment and Materials shall contain a provision requiring the insurance carriers to waive their rights of subrogation against the [Name of Owner], [Name of General Contractor], [Name of Contractor (your company)] and all other indemnities' named in the Contract.
- N. Should the Contractor engage a Subcontractor, the same conditions will apply under this contract to each Subcontractor, however, the retained Subcontractor shall be required to maintain limits of liability of not less than One Million (\$1,000,000.00) Dollars per occurrence and Two Million (\$2,000,000) Dollars in the aggregate, with said limits applicable on a per project basis, or such greater limits as may be required by the retaining Subcontractor.

14. PAYMENT

Payment due hereunder shall be made by the City to CONTRACTOR/VENDOR in accordance with the Florida Prompt Payment Act. The City's preferred method of payment is electronically by credit card/line. Upon award, CONTRACTOR/VENDOR will

CITY OF FERNANDINA BEACH, FLORIDA
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ON-CALL ARBORISTS SERVICES

be contacted by the City's provider, Commerce Bank, to participate in the City's electronic payments program. **CONTRACTOR/ VENDOR must state on Exhibit "A" Contact/Proposal Form whether they accept credit card payments and provide their Accounting Department contact name, phone number and email address.**

15. PROPOSAL PROTESTS

Proposal protest conditions and procedures are in accordance with City Ordinances – Part 2, Chapter 2, Article VII, Division 2, Section 2-444.

16. FEDERAL GRANT MONEY

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

17. LOBBYING

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

CITY OF FERNANDINA BEACH, FLORIDA
RFP 2020-04
ON-CALL ARBORISTS SERVICES

EXHIBITS

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

CITY OF FERNANDINA BEACH, FLORIDA
RFP 2020-04
ON-CALL ARBORISTS SERVICES

EXHIBIT "A"

CONTACT SHEET/PROPOSAL FORM

ON-CALL ARBORISTS SERVICES

\$ _____

Name: _____

Federal Taxpayer ID: _____

Mailing Address: _____

City, State, & Zip Code: _____

Telephone: _____ Fax: _____

Email: _____

Submitted By: _____

Title: _____

FIRM Accepts Credit Cards*: Yes No

Accounting Contact:

Name: _____ Title: _____

Email Address: _____ Phone: _____

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

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
RFP 2020-04
ON-CALL ARBORISTS SERVICES

EXHIBIT "B"

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

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

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

CITY OF FERNANDINA BEACH, FLORIDA
RFP 2020-04
ON-CALL ARBORISTS SERVICES

7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

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

Signature

Date:

STATE OF FLORIDA
COUNTY OF _____

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

Notary Public

My Commission expires: _____

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
RFP 2020-04
ON-CALL ARBORISTS SERVICES

EXHIBIT “C”

DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

COMPANY: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ PHONE: _____

NAME (TYPED OR PRINTED): _____ TITLE: _____

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
RFP 2020-04
ON-CALL ARBORISTS SERVICES

EXHIBIT “D”

CITY OF FERNANDINA BEACH, FLORIDA



E-VERIFY STATEMENT

Bid/Proposal Number: _____

Project Description: _____

I/FIRM acknowledges and agrees to the following:

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

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

Individual/Company/Firm: _____

Authorized Signature: _____

Title: _____

Date: _____

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
RFP 2020-04
ON-CALL ARBORISTS SERVICES

EXHIBIT “E”

PROPOSER ACKNOWLEDGEMENTS AND AGREEMENTS

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

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

Name: _____ Title: _____

Signature: _____ Date: _____

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
RFP 2020-04
ON-CALL ARBORISTS SERVICES

EXHIBIT “F”

CONFLICT OF INTEREST STATEMENT

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

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

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

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

Signature Date:

STATE OF FLORIDA
COUNTY OF _____

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

Notary Signature

My Commission expires: _____

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA

RFP 2020-04

ON-CALL ARBORISTS SERVICES

EXHIBIT "G"

NON-COLLUSION AFFIDAVIT

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

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

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

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

Signature

Date:

STATE OF FLORIDA

COUNTY OF _____

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

My Commission expires: _____

Notary Signature

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
RFP 2020-04
ON-CALL ARBORISTS SERVICES

EXHIBIT “H”
DISPUTES DISCLOSURE FORM

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

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

YES___ NO___

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

YES_____NO_____

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

YES_____NO_____

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

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

Firm

Date

Authorized Signature

Printed or Typed Name and Title

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 1
For
RFP 2020-04 ON-CALL ARBORIST SERVICES

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

ADDENDUM No. 1

The following changes are applicable to the original RFQ documents and specifications of **RFP 2020-04**. This Addendum No.1 now becomes part of the original Request for Qualifications and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting qualifications. Failure to do so may disqualify the submittal.

Submitters shall thoroughly familiarize themselves with the contents of this Addendum before submitting qualifications.

NAME: _____ **TITLE:** _____

ADDRESS: _____

CITY: _____ **STATE:** _____

AUTHORIZED SIGNATURE: _____ **DATE:** _____

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 1
For
RFP 2020-04 ON-CALL ARBORIST SERVICES

1. Will this be a full-time position? **No, this will be an on-call consultant to the City.**
2. If not what are the expected hours/days per week? **It will depend on the amount of construction scheduled for the week. Every lot will be different. Most lots are small and might take a few hours or up to 2 days to clear. Occasionally, large sites are developed, and they could take a week or more to clear. The goal at this time is to provide 72-hour notice for scheduling. This may need to shift depending on City staff and consultant availability.**
3. Are you looking for an hourly rate or a per inspection rate and when would the arborists time start and stop? **Hourly rates are what we need to see.**
4. Can you provide a historic estimate of how many inspections occur annually? **We completed 70 inspections within the past year.**
5. How are inspections communicated to our Arborist? **Typically, by phone call. We are working to transition to online requests to the extent we can.**
6. Is any additional equipment required - computers, etc. **No.**
7. I presume there is a standard approval or rejection form. **Yes, we will have an affidavit for your signature once clearing is completed.**
8. Will we be approving compliance with an approved set of tree protection plans or standards. **Yes, the City has code provisions for protective fencing and compliance with permits issued for site clearing. City will provide training material on these standards and process.**

CITY OF FERNANDINA BEACH OPENING TALLY

RFP 2020-04 ON-CALL ARBORIST

2:00PM - July 17, 2020

Attended by: Kelly Gibson and Wanda Weeks

DATE/TIME REC'D	COMPANY NAME/LOCATION	EXHIBITS A-H	ADDENDUM 1	Certified Arborist	Cost	Cost	Cost
7/13/2020 1:12pm	McCall Tree Health & Consulting, LLC - Jacksonville, FL	√	√	Early McCall - Cert #	\$85.00 per hour		
7/17/2020 1:54pm	Cash's Tree Services, LLC - Yulee, FL	√	√	Steve Cash - Cert #FL-5501A	\$100.00 per hour		
7/17/2020 1:54pm	Cash's Tree Services, LLC - Yulee, FL	√	√	Felicia Taylor - Cert #FL9400A	\$100.00 per hour		
7/16/2020 12:44pm	First Coast Urban Foretry, LLC - Fernandina Beach, FL	√	√	Leopol Adler, IV - Cert #	\$30.35 per hour		
7/17/2020 1:17pm	Davey Resource Group, Inc. Kent, OH	√	√	Lindon Deal - Cert #FL-1066A	\$78.00 per hour		
7/17/2020 1:17pm	Davey Resource Group, Inc. Kent, OH	√	√	Timothy Kerns - Cert #FL-0868AU	\$78.00 per hour		
7/17/2020 1:17pm	Davey Resource Group, Inc. Kent, OH	√	√	Scott Anderson - Cert #FL-1282AM	\$78.00 per hour		
7/17/2020 12:49pm	Gage Tree Care - Fernandina Beach, FL 32034	√	√	Jake Bolden - Cert #	\$100.00 unit per hour up to 4 project time hours	\$75.00 unit per hour after 4 project hours	\$50.00 unit per hour after 8 project hours

This is a preliminary summary of the submittals as they were opened and announced at the bid opening. Contractor/Vendor should not assume award until after final/review/recommendation for award



Cash's Tree Services, Inc.

851854 US Hwy. 17

Yulee, Florida 32097

cashs.treeservice@hotmail.com

Office (04)321-2252 Cell (904)716-4176

7-17-20

City of Fernandina Beach Officials,

My name is Steve Cash. I have worked in the tree care industry for the last 47 years. I have been in business for myself the last 30 years and worked locally for 24 years. I have a thorough understanding the roots systems, and the biology of trees. I have worked over the years on development sites, construction of roadways, homes, businesses and on golf courses. I have had the pleasure to be able to work with the City of Fernandina.

During my time in the tree care industry I have done my due diligence in protecting all the trees that I could. I have a love for trees and enjoy working in and with them. It gives me pleasure to be able to save, protect, or even treat a sick tree and watch it recover. I diagnose and treat trees for disease, install lighting protection, cabling/bracing, prune, protect trees from construction damage and help to restore them to health when damage has occurred. It would be my pleasure to do my part in protecting the trees in the city of Fernandina Beach on the upcoming construction sites. Please consider my proposal and contact me if I may be of service to our city.

Best regards,

Steve Cash

Certified Arborist FL-5501A

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 1
For
RFP 2020-04 ON-CALL ARBORIST SERVICES

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

ADDENDUM No. 1

The following changes are applicable to the original RFQ documents and specifications of **RFP 2020-04**. This Addendum No.1 now becomes part of the original Request for Qualifications and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting qualifications. Failure to do so may disqualify the submittal.

Submitters shall thoroughly familiarize themselves with the contents of this Addendum before submitting qualifications.

NAME: Steve Cash TITLE: Certified Arborist FL-5501A

ADDRESS: 851854 US Hwy. 17

CITY: Yulee STATE: FL

AUTHORIZED SIGNATURE: _____ DATE: 7-17-20

CITY OF FERNANDINA BEACH, FLORIDA

RFP 2020-04

ON-CALL ARBORISTS SERVICES

EXHIBIT "A"

CONTACT SHEET/PROPOSAL FORM

ON-CALL ARBORISTS SERVICES

\$ 100 per hourName: Steve Cash "Cash's Tree Service, Inc."Federal Taxpayer ID: 030505468Mailing Address: 851854 US Hwy. 17City, State, & Zip Code: Yulee, Fl. 32097Telephone: (904) 716-4176 Fax: _____Email: cashs.tree.service@hotmail.comSubmitted By: Steve Cash

FL-SSA A

Title: Certified Arborist "Owner"

FIRM Accepts Credit Cards*: Yes No

Accounting Contact:

Name: Felicia Taylor Title: office managerEmail Address: cashs.tree.service@hotmail.com Phone: (904) 321-2252

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

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

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CITY OF FERNANDINA BEACH, FLORIDA

RFP 2020-04

ON-CALL ARBORISTS SERVICES

EXHIBIT "B"

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

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

1. This sworn statement is submitted with Bid, Proposal or Contract for Steve Cash.
2. This sworn statement is submitted by (entity Cash's Tree Services, Inc. whose business address is 851854 US Hwy. 17 Yulee, FL 32097 and (if applicable) Federal Employer Identification Number (FEIN) is 630505468 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____).
3. My name is Steve Cash and my relationship to the entity named above is owner.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(a) (g). Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a) (b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought

by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The City of Fernandina Beach, Florida ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

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CITY OF FERNANDINA BEACH, FLORIDA

RFP 2020-04

ON-CALL ARBORISTS SERVICES

7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

☒ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in

management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted FIRM list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted FIRM list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted FIRM list. (Please describe any action taken by, or pending with, the Department of General Services.)

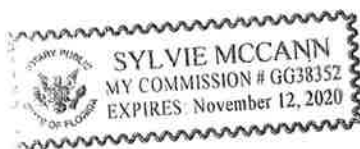
Steve Cash
Signature

7-17-20
Date

STATE OF FLORIDA

COUNTY OF NASSAU

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 17 day of July, 2020, and is personally known to me, or has provided _____ as identification, by means of physical presence.



Sylvie McCann
Notary Public

My Commission expires: 11/12/20

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

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CITY OF FERNANDINA BEACH, FLORIDA
RFP 2020-04
ON-CALL ARBORISTS SERVICES

EXHIBIT "C"

DRUG-FREE WORKPLACE CERTIFICATION

The below-signed INDIVIDUAL/FIRM certifies that it has implemented a drug-free workplace

program. In order to have a drug-free workplace prepare, a business shall:

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

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

COMPANY: Cash's Tree Services, Inc.

CITY: Yulee STATE: FL ZIP CODE: 32097

SIGNATURE: _____ PHONE: 716-4176

NAME (TYPED OR PRINTED): Steve Cash TITLE: owner

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA

RFP 2020-04

ON-CALL ARBORISTS SERVICES

EXHIBIT "D"

CITY OF FERNANDINA BEACH, FLORIDA

E-VERIFY STATEMENT

Bid/Proposal Number: RFP 2020-04Project Description: On-Call Arborist Services

I/FIRM acknowledges and agrees to the following:

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

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

Individual/Company/Firm: Cash's Tree Services, Inc.

Authorized Signature: _____

Title: owner, Certified ArboristDate: 7-17-20

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

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CITY OF FERNANDINA BEACH, FLORIDA
RFP 2020-04
ON-CALL ARBORISTS SERVICES

EXHIBIT "E"

PROPOSER ACKNOWLEDGEMENTS AND AGREEMENTS

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

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

Name: Steve Cash Title: owner / Certified Arborist

Signature: _____ Date: 7-17-20*THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL*

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CITY OF FERNANDINA BEACH, FLORIDA
RFP 2020-04
ON-CALL ARBORISTS SERVICES

EXHIBIT "F"

CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with Bid, Proposal or Contract for Steve Cash

This sworn statement is submitted by (entity) Cash Tree Services, Inc. whose business address is 851854 US Hwy. 17 Yulee, FL 32097 and (if applicable) Federal Employer Identification Number (FEIN) is _____ (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Steve Cash and my relationship to the entity named above is owner

1. The above named entity is submitting a Proposal for the City of Fernandina Beach.
2. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon his/her own knowledge.
3. The Affiant states that only one submittal for the above proposal is being submitted and that the above named entity has no financial interest in other entities submitting proposals for the same project.
4. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above proposal. This

statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.

5. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.
6. Neither the entity nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
7. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City of Fernandina Beach.
8. I certify that no member of the entity's ownership or management, or staff has a vested interest in any aspect of the City of Fernandina Beach.
9. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify the City of Fernandina Beach.

Steve Cash 7-17-20
Signature Date:

STATE OF FLORIDA

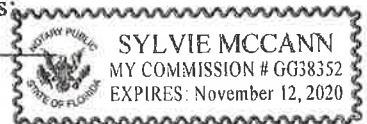
COUNTY OF NASSAU

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 17 day of July, 2020, and is personally known to me, or has provided — as identification, by means of physical presence.

Sylvie McCann
Notary Signature SYLVIE MCCANN

My Commission expires

11/12/2020



THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

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CITY OF FERNANDINA BEACH, FLORIDA

RFP 2020-04

ON-CALL ARBORISTS SERVICES

EXHIBIT "G"

NON-COLLUSION AFFIDAVIT

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

This sworn statement is submitted by (entity) Cash's Tree Services, Inc. whose business address is 857854 US Hwy 17 N, W. 32097 and (if applicable) Federal Employer Identification Number (FEIN) is — (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: —.)

My name is Steve Cash and my relationship to the entity named above is Owner.

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

Steve Cash 7-17-20
Signature Date:

STATE OF FLORIDA
COUNTY OF NASSAU

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 17 day of July, 2020, and is personally known to me, or has provided — as identification, by means of physical presence.

Sylvie McCann My Commission expires: 11/12/2020
Notary Signature SYLVIE MCCANN



THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

RFP 2020-04
ON-CALL ARBORISTS SERVICES

EXHIBIT "H"

DISPUTES DISCLOSURE FORM

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

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

YES NO

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

YES NO

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

YES NO

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

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

Firm Cash's Tree Services, Inc.

Date 7-17-20

Authorized Signature

Printed or Typed Name and Title

Steve Cash-owner

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL



A NEW WAY TO SIGN IN - If you already have a SAM account, use your SAM email for login.gov.

[Login.gov](#) [FAQs](#)

⚠️ ALERT: SAM.gov will be down for scheduled maintenance Saturday, 07/18/2020 from 8:00 AM to 12:00 PM

Search Results

Current Search Terms: **Cash's Tree Services, Inc.***

[Save PDF](#)

[Export Results](#)

[Print](#)

Relevance ▾

Descending ▾

Your search for Cash's Tree Services, Inc.* returned the following results...

No records found.

[Save PDF](#)

[Export Results](#)

[Print](#)





A NEW WAY TO SIGN IN - If you already have a SAM account, use your SAM email for login gov. [Login](#)

[Login.gov FAQs](#)

ALERT: SAM.gov will be down for scheduled maintenance Friday, 7/17/2020 from 8:00 AM to 10:00 PM

Search Results

Current Search Terms: Steve Cash*

[Save PDF](#)

[Export Results](#)

[Print](#)

Sort By: [Relevance](#)

Order: [Descending](#)

Your search for Steve Cash* returned the following results...

No records found.

[Save PDF](#)

[Export Results](#)

[Print](#)



References

Jack Healan Crane Island 753-4147

Steve Pickett Pickett Construction 591-0190

Steve Lendry Cam Bradford Homes 545-0471

Kirk Kirkland Amelia Island Equity Club 557-6557

Martha Drury ^{Richard} Trim All / Dartington Enterprise 206-270

Dave Holley City of Fernandina Beach

Kelly Gibson City of Fernandina Beach



™

Cash's Tree Services, Inc.

851854 US Hwy. 17

Yulee, Florida 32097

cashs.treeservice@hotmail.com

Office (904)321-2252 Cell (904)716-4176

7-17-20

City of Fernandina Beach Officials,

My name is Felicia Taylor. I am a certified arborist and am Tree Risk Assessment Qualified. I have worked with Steve Cash at Cash's Tree Services, Inc. for the past 9 years. I have thoroughly enjoyed working in this industry. In my time working in the tree care industry, I have seen the devastating consequences of trees not being protected during the development, and construction of lots, roadways, and structures. I do understand the importance of protecting trees during the clearing and construction process.

Shortly after becoming certified, I was given the opportunity to go into Crane Island and work side by side with Steve Cash in restorative work in some areas, and preventative work in others. We have performed lots of soil aeration, soil inoculation, mulching, vertical mulching, radial trenching, pruning, removal of high risk trees, and deadwood. I have studied a lot on protecting trees in construction and used the things that I've learned to consult with the builders, and developers that I've worked with to inform them on the importance of mulching, constructing barriers around the trees, trenching away from the trees, access roads and keeping all work vehicles, and construction materials off of the tree roots.

I really appreciate the invitation to submit my proposal to the City of Fernandina Beach. I have a great passion for the work that I do. It is a pleasure to be able to serve my community, and the people in it to help to keep them

safe and protect the beautiful canopy of trees in our area. I hope to be able to help the City of Fernandina Beach protect our trees.

Best Regards,

Felicia Taylor

Certified Arborist FL-9400A

Tree Risk Assessment Qualified

**CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 1
For
RFP 2020-04 ON-CALL ARBORIST SERVICES**

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

ADDENDUM No. 1

The following changes are applicable to the original RFQ documents and specifications of **RFP 2020-04**. This Addendum No.1 now becomes part of the original Request for Qualifications and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting qualifications. Failure to do so may disqualify the submittal.

Submitters shall thoroughly familiarize themselves with the contents of this Addendum before submitting qualifications.

Tree Risk Assessment Qualified

NAME: Felicia Taylor TITLE: Certified Arborist FL-9400A

ADDRESS: 851854 US Hwy. 17

CITY: Vullee STATE: FL

AUTHORIZED SIGNATURE: Felicia Taylor DATE: 7-17-20

CITY OF FERNANDINA BEACH, FLORIDA
RFP 2020-04
ON-CALL ARBORISTS SERVICES

EXHIBIT "A"

CONTACT SHEET/PROPOSAL FORM

ON-CALL ARBORISTS SERVICES

\$ 100 per hourName: Felicia Taylor "Cash's Tree Services, Inc."Federal Taxpayer ID: 030505468Mailing Address: 851854 US Hwy. 17City, State, & Zip Code: Vulce, FL 32097Telephone: (904) 321-2252 Fax: _____Email: cashs.treeservices@hotmail.comSubmitted By: Felicia TaylorTitle: office manager, certified arborist

FIRM Accepts Credit Cards*: Yes No

Accounting Contact:

Name: Felicia Taylor Title: office managerEmail Address: cashs.treeservice@hotmail.com Phone: 321-2252

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

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

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CITY OF FERNANDINA BEACH, FLORIDA

RFP 2020-04

ON-CALL ARBORISTS SERVICES

EXHIBIT "B"

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

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

1. This sworn statement is submitted with Bid, Proposal or Contract for Felicia Taylor
2. This sworn statement is submitted by (entity) Cash's Tree Services, Inc. whose business address is 851854 US Hwy. 17 Yulee FL 32097 and (if applicable) Federal Employer Identification Number (FEIN) is 0305054108 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)
3. My name is Felicia Taylor and my relationship to the entity named above is employee / office manager / Certified Arborist
4. I understand that a "public entity crime" as defined in Paragraph 287.133(a) (g). Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a) (b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought

by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The City of Fernandina Beach, Florida ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

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CITY OF FERNANDINA BEACH, FLORIDA

RFP 2020-04

ON-CALL ARBORISTS SERVICES

7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

☒ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in

management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (Please attach a copy of the final order.)

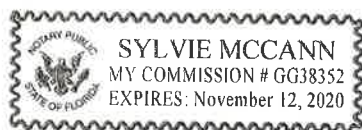
- _____ The person or affiliate was placed on the convicted FIRM list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted FIRM list. (Please attach a copy of the final order.)
- _____ The person or affiliate has not been placed on the convicted FIRM list. (Please describe any action taken by, or pending with, the Department of General Services.)

Jessica Taylor 7-17-20
Signature Date:

STATE OF FLORIDA

COUNTY OF NASSAU

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 17th day of July, 2020, and is personally known to me, or has provided _____ as identification, by means of physical presence.



Sylvie McCann
Notary Public Sylvie McCann
My Commission expires: 11/12/2020

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

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CITY OF FERNANDINA BEACH, FLORIDA
RFP 2020-04
ON-CALL ARBORISTS SERVICES

EXHIBIT "C"

DRUG-FREE WORKPLACE CERTIFICATION

The below-signed INDIVIDUAL/FIRM certifies that it has implemented a drug-free workplace

program. In order to have a drug-free workplace prepare, a business shall:

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

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

COMPANY: Cash's Tree Services, Inc.

CITY: Yulfe STATE: FL ZIP CODE: 32034

SIGNATURE: Felicia Taylor PHONE: 321-2252

NAME (TYPED OR PRINTED): Felicia Taylor TITLE: office manager certified arborist

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA

RFP 2020-04

ON-CALL ARBORISTS SERVICES

EXHIBIT "D"

CITY OF FERNANDINA BEACH, FLORIDA

E-VERIFY STATEMENT

Bid/Proposal Number: RFP 2020-04Project Description: On Call - Arborist Services

I/FIRM acknowledges and agrees to the following:

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

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

Individual/Company/Firm: Cash's Tree Services, Inc.Authorized Signature: Julia TaylorTitle: office manager / certified arboristDate: 7-17-20

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

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CITY OF FERNANDINA BEACH, FLORIDA
RFP 2020-04
ON-CALL ARBORISTS SERVICES

EXHIBIT "E"

PROPOSER ACKNOWLEDGEMENTS AND AGREEMENTS

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

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

Name: Felicia Taylor Title: office manager / certified arborist

Signature: Julie Taylor Date: 7-17-20

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

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CITY OF FERNANDINA BEACH, FLORIDA
RFP 2020-04
ON-CALL ARBORISTS SERVICES

EXHIBIT "F"

CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with Bid, Proposal or Contract for Felicia Taylor

This sworn statement is submitted by (entity) Cash's Tree Services, Inc. whose business address is 851854 US Hwy. 17 Yulee, FL 32097 and (if applicable) Federal Employer Identification Number (FEIN) is 030505468 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is

and my relationship to the entity named above is employee / office manager / Certified Arborist

1. The above named entity is submitting a Proposal for the City of Fernandina Beach.
2. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon his/her own knowledge.
3. The Affiant states that only one submittal for the above proposal is being submitted and that the above named entity has no financial interest in other entities submitting proposals for the same project.
4. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above proposal. This

statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.

5. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.
6. Neither the entity nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
7. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City of Fernandina Beach.
8. I certify that no member of the entity's ownership or management, or staff has a vested interest in any aspect of the City of Fernandina Beach.
9. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify the City of Fernandina Beach.

Jelicia Taylor 7-17-20
Signature Date:

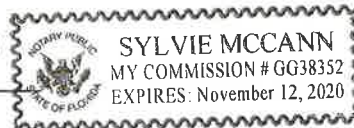
STATE OF FLORIDA

COUNTY OF ALACHUA

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 17 day of July, 2020, and is personally known to me, or has provided Physical presence. as identification, by

Sylvie McCann
Notary Signature SYLVIE MCCANN

My Commission expires: 11/12/2020



THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

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CITY OF FERNANDINA BEACH, FLORIDA

RFP 2020-04

ON-CALL ARBORISTS SERVICES

EXHIBIT "G"

NON-COLLUSION AFFIDAVIT

This sworn statement is submitted with Bid, Proposal or Contract for Jelicia Taylor

Cash's Tree Services, Inc.

This sworn statement is submitted by (entity) 851854 US Hwy. 17 Yulee, FL 32097 whose business address is

(FEIN) is 030505468 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Felicia Taylor and my relationship to the entity named above is employee.

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

Felicia Taylor 7-17-20
Signature Date:

STATE OF FLORIDA
COUNTY OF NASSAU

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 17 day of July, 2020, and is personally known to me, or has provided — as identification, by means of physical presence.

Sylvie McCann My Commission expires: 11/12/2020
Notary Signature SYLVIE MCCANN



THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

RFP 2020-04
ON-CALL ARBORISTS SERVICES

EXHIBIT "H"

DISPUTES DISCLOSURE FORM

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

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

YES NO

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

YES NO

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

YES NO

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

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

Firm Cash's Tree Services, Inc.

Date 7-17-20

Authorized Signature

Julia Taylor

Printed or Typed Name and Title

Felicia Taylor
Office manager
Certified arborist
Tree Risk Assessment
Qualified

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL



A NEW WAY TO SIGN IN - If you already have a SAM account, use your SAM email for login.gov.

Login.gov FAQs

ALERT: SAM.gov will be down for scheduled maintenance Saturday, 07/18/2020 from 8:00 AM to 12:00 PM

Search Results

Current Search Terms: Felicia Taylor*

Save PDF Export Results Print

Relevance Descending

Your search for Felicia Taylor* returned the following results...

No records found.

Save PDF Export Results Print





A NEW WAY TO SIGN IN - If you already have a SAM account, use your SAM email for login.gov.

[Login.gov FAQs](#)

 ALERT: SAGEstar will be down for scheduled maintenance Saturday, 07/18/2020 from 8:00 AM to 1:00 PM.

Search Results

Current Search Terms: Cash's Tree Services, Inc.*

1023

Your search for Cash's Tree Services, Inc.³ returned the following results.

No records found.

Save PDF

Export Results

[Print](#)

Reference

Descending ▼

Save PDF

Export Results

Print



References

Jack Healan Crane Island 753-4147

Steve Pickett Pickett Construction 591-0190

Steve Lendry Cam Bradford Homes 545-0471

Kirk Kirkland Amelk Island Equity Club 557-6557

Martin Drury Tim All ^{Richard} / Darlingdon Enterprise 206-270

Dave Holley City of Fernandina Beach

Kelly Gibson City of Fernandina Beach



On-Call Arborist Services

City of Fernandina Beach, Florida

July 17, 2020



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PROPOSAL:

ON-CALL ARBORIST SERVICES



CORPORATE OFFICE:
Davey Resource Group, Inc.
295 S. Water St., Suite 300
Kent, OH 44240

LOCAL OFFICE:
4563 Sunbeam Road
Jacksonville, FL 32257

TAX IDENTIFICATION NUMBER:
82-1948528

D&B NUMBER:
10-544-6632

CONTACT PERSON:
Scott Anderson

CONTACT PHONE:
904.237.5622

FAX:
330.673.0860

EMAIL:
Scott.Anderson@davey.com

Presented to:

City of Fernandina Beach, FL
Attn: City Clerk's Office - RFP #2020-04
204 Ash Street
Fernandina Beach, FL 32034



INTRODUCTION

The City of Fernandina Beach has expressed the intention to contract with a professional arboricultural company to perform arboricultural consulting support services. Within this proposal, Davey Resource Group, Inc. “DRG” will illustrate our experience, value, professionalism, and presence to support the City of Fernandina Beach’s urban forestry program.

The urban forest is a valuable resource that provides economic, environmental, and social benefits. Quality of life in cities is enhanced when we have a canopy of trees shading our homes and streets, mitigating stormwater effects, providing energy savings, and improving property values. Unlike other components of Fernandina Beach infrastructure, the tree population, with proper management and care, will actually continue to increase in value with each passing year. Research by the USDA Forest Service indicates that for every \$1 spent on urban trees, \$5.82 in benefits is returned. When trees are properly managed, communities can rely on the environmental, economic, and aesthetic benefits provided by the urban and community forest for years to come.

The expert consultants at DRG will promote the city's interest in the safety and sustainability of its urban forest by communicating the importance of, and strategies for reducing tree-related risks and protecting healthy trees, throughout the city. Specifically, DRG personnel will provide professional arboricultural consultancy and reporting services on an as-need basis for trees located on both public and private properties within Fernandina Beach

DRG professional consultants are driven by an agenda to have our clients succeed. Our tools are listening, evaluating, and providing experience in making recommendations that abide by city codes and policies and that reflect industry Best Management Practices (BMPs). Our reputation for excellence is based on listening to our clients to glean the important nuggets that support the larger goals.



UNDERSTANDING AND METHODOLOGY

DRG provides innovative and comprehensive urban forestry solutions to assist municipalities, universities, and commercial properties in the management of their trees and green infrastructure. We are the preferred urban forestry consultant serving North America. Our reputation for providing science based solutions, utilizing BMPs, and demonstrating reliability and trustworthiness are among the key reasons we are often selected to represent municipal urban forestry interests. We are delighted to be considered by the City of Fernandina Beach to provide Arboricultural Consultancy and Reporting Services, and to advance the city's urban forestry goals and objectives.

The Consulting Arborist's primary role is to represent the urban forestry needs of the City of Fernandina Beach. Essential to this is coordinating and communicating with the city's designee, city departments, other city staff, and the stakeholders whom they serve. To meet the complete needs of the city as identified in the Scope of Services, DRG will custom select, train, support, and provide technical expertise to experienced certified arborists who will serve as a Consulting Arborist for the city. To begin the city/DRG contractual relationship, the DRG Business Developer and appropriate staff will meet with the city's designee, to clarify priority work, draft schedules, and formulate a schedule to accomplish all work.

Departmental Coordination and Collaboration

The DRG Consulting Arborist will familiarize him/herself with city protocols and cultural norms. He/she will work according to the metrics and timelines identified in the Scope of Services, and will be available at regularly scheduled hours. Their primary responsibility is to inspect tree protection zones established on construction sites prior to all site clearing activity based on the City of Fernandina Beach Land Development Code section 4.04.14 and advise site clearing contractors on appropriate maintenance of those zones. If not otherwise provided in the codes, we will apply the American National Standards Institute (ANSI) Standards, International Society of Arboriculture (ISA) BMPs, and all other arboriculture and safety industry protocols, document our methods and findings, recommend actions to reduce tree-related risk, preserve and protect trees, and improve tree health and longevity, and justify and defend our recommendations.

To be successful in this unique position, the DRG team will familiarize themselves with the city policies and procedures and participate in relatable city meetings, as needed. Our team will demonstrate competence in all aspects of core tasks as identified in the Scope of Services. The DRG Consulting Arborist will present a welcoming and friendly disposition, and provide outstanding customer service skills.



Quality Assurance

DRG will provide extensive information with the following processes to ensure that the quality expectations are met and exceeded:

- **Training** – Quality control is intended to assure quality service. The DRG Consulting Arborist will participate in training and certification as required by the ISA and Company requirements. DRG employees receive annual ethics and harassment training and car-driving standards. The DRG Team Leader will ensure all personnel training associated with this contract aligns with and complies with city standards.
- **Professionalism** – Our personnel follow all Davey, OSHA, and ANSI standards. Our staff will represent the city honorably in tenor, presentation, and content. DRG personnel will dress appropriately to the city's cultural standards and will wear an identification badge to distinguish themselves as a Davey employee contracted by the city. DRG personnel are level-headed, kind, and courteous when responding to public commentary regarding their activities, yet implement strategies to politely stay engaged in their work.
- **Communications** – In serving the city and the community, we anticipate the Consulting Arborist will make the most out of site visits and balance his/her time effectively. DRG will provide computers and mobile phones so the Consulting Arborist will have the ability to communicate by way of voice, e-mail, and instant messaging. The team is committed to responding to information requests the same day or the next business day with a call or e-mail. They will attend and participate in coordination phone calls throughout the progress of the work. Reports will be completed electronically so that quality checks are a permanent record of requests, correspondence, and outcomes.
- **Documentation and Recordkeeping Practices** - Prior to implementing the contract, the DRG Team Leader will meet with appropriate city staff to develop a matrix for tracking work requests and achievements. A meeting calendar will be identified to review work requests, compliance measures, and departmental communication outcomes to ensure the contract is performing as intended. The Consulting Arborist will provide updates of the services requested provided in the format preferred by the City of Fernandina Beach.
- **Post Job Audits** – At the beginning of the contract, the Consulting Arborist activities and processes will be checked for quality and completeness and assessment of work performance. All aspects of contract compliance will be reviewed during the Post Job Audit. As the contract progresses, the percentage of quality-controlled information may decrease based on the technician's ability, thoroughness, and consistency. Accuracy inconsistencies and classification of any errors will be included as appropriate.



SCOPE OF SERVICES

The DRG Consulting Arborist will meet all aspects of the Scope of Services identified by Fernandina Beach. If the Scope of Services exceeds 40 hours per week, or more than 2000 hours per year, DRG will work with the city to clarify scope priorities and/or add additional staff to the contract. At all times, we will be accurate and consistent in our evaluation of each tree protection zone and the risk it may pose. If necessary, DRG can provide technical assistance through our Davey Institute (Attachment A).

The following workflow details how DRG will undertake and accomplish the work assigned by the City of Fernandina Beach under this contract.

Tree Protection Inspection Services

Description: On call inspections of tree barricades and tree protection zones for construction sites.

Deliverables: Written approval of installation of tree protection through affidavits provided by City of Fernandina Beach, and consultation with site contractors to remedy deficiencies.

Timeframe: Most individual tree inspections shall be completed within three business days; however, additional time may be requested for the inspection of multiple trees or requests involving unusual circumstances, such as special access to private property. The report will be completed within 3 days of the completion of the field inspection unless otherwise specified by the City of Fernandina Beach.

Workflow: DRG shall receive a request for work from the City of Fernandina Beach. Upon receipt, DRG will:

- Respond to the request within 24 hours, ensuring the city that we received the notice. At this time, we will confirm the location and Scope of Services, ask for clarification of the assignment, if needed, and inform the city of our intent to perform the work at a specified time.
- Perform the site inspection, documenting the compliance with City of Fernandina Beach land development codes. Staff will evaluate the compliance with the tree protection requirements, provide as well as current condition, general health, and structural stability of the specified tree(s) and perform root crown analysis, soil analysis, and/or nutrition analysis if required.
- If directed, identify any visible damage, defects, or signs and/or symptoms of internal decay, pest, or disease, or any other condition which may impact the health or stability of the tree. Identify any known or suspected causal agents.
- If directed, determine whether specified tree(s) is/are the identified cause of structural damage to a building, ancillary structure, water main or sewer and if all alternative options of remedying the damage have been considered.
- If directed, review site plans or proposals for improvements and determine if said improvements will impact existing or proposed tree(s) or landscape.

ADDITIONAL SERVICES AVAILABLE

Tree Risk Assessments

Description: In addition to the work described under General Tree Inspections, our Consulting Arborist will complete a tree risk assessment following the Level 2 Tree Risk Assessment protocols per the ANSI A300 Part 9 Standard Practices for Tree Risk Assessment and the ISA's companion publication to that Standard, Best Management Practices for Tree Risk Assessment, 2nd Edition.

Deliverables: Written recommendations may include how identified hazards can be abated and/or whether there are grounds for tree removal or if there is a need for a more detailed inspection of any part of the tree; photograph(s) of trees and defects and conditions will be provided as well as documentation of the tools and methods used to complete the assessment.

Timeframe: Most individual tree inspections shall be completed within three business days; however, faster response times will be provided for situations with extreme hazard potential. The report will be completed within 3 days of the completion of the field inspection.

Workflow: DRG shall receive a request for work from the City of Fernandina Beach. Upon receipt, DRG will:

- Respond to the request within 24 hours, ensuring the city that we received the notice. At this time, we will confirm the location and Scope of Services, ask for clarification of the assignment, if needed, and inform the city of our intent to perform the work at a specified time.
- Perform the General Tree Inspection as well as identify tree hazard potential including any part(s) of the tree(s) likely to fail, the size of the part(s), and any targets which may be impacted as a result of failure.
- Evaluate each tree from the ground following the ANSI Level 2 tree risk assessment protocol and using ISA's Best Management Practices for Tree Risk Assessment, 2nd Edition. Document all methods.
- Assess tree risk using the ISA's Best Management Practices for Tree Risk Assessment, 2nd Edition.
- Make recommendation of measures to achieve an acceptable level of risk.
- Assess residual risk, recognizing the value of preserving trees on public and private property and the importance of avoiding unnecessary treatments.
- Take photographs and document the supporting evidence as well as describe the tools and techniques used to reach conclusion for risk abatement or removal.



Tree and Landscape Appraisals (Valuation)

Description: In addition to the work described under General Tree Inspections, our staff will identify the current appraised dollar value of the specified tree(s) and/or landscape utilizing the most recent Council of Tree & Landscape Appraisers (CTLA) released draft of Guide for Plant Appraisal, 10th Edition.

Deliverables: Within two weeks of inspection, DRG will provide a written appraisal and/or valuation with recommendations on how any hazards can be abated and/or whether there are grounds for tree removal or if there is a need for a more detailed inspection of any part of the tree.

Timeframe: The response time for tree and landscape appraisals will vary depending on the quantity and scope of the subject(s) to be appraised; written reports will be submitted within two weeks of work completion.

Workflow: DRG shall receive a request for work from the City of Fernandina Beach. Upon receipt, DRG will:

- Respond to the request within 24 hours, ensuring the city that we received the notice. At this time, we will confirm the location and Scope of Services, ask for clarification of the assignment, if needed, and inform the city of our intent to perform the work at a specified time.
- Complete the described under General Tree Inspections, documenting methods and outcomes.

Identify the current appraised dollar value of the specified tree(s) and/or landscape utilizing the most recent edition of the Guide for Plant Appraisal published by the ISA, by

- ⇒ Determining the size, condition, and location factors.
- ⇒ Utilizing the species factor determined by the ISA's Southern Chapter or other factor approved by Fernandina Beach's Forestry Administrator.
- ⇒ Establishing the valuation of plant for casualties, real estate transactions, insurance purposes, plant condemnation actions, or tree inventories, as directed.
- If directed, DRG will estimate the previous appraised dollar value of the tree(s) and/or landscape to determine the loss in value (either total loss or percentage of loss) due to damage or removal. Also, we will describe the prior condition of the tree(s) and/or landscape, any cause(s) of loss, the suddenness of the loss, and will list any assumptions.
- DRG will describe any special significance of the tree(s) which may affect value such as historical or cultural significance, or the role of the tree(s) in the landscape.
- We will provide photographs and other documentation to support our observations and conclusions.
- Describe tools and techniques used to reach conclusion.
- If directed, DRG will determine the replacement or repair costs of the specified tree(s) and/or landscape.
- Within two weeks of inspection, we will provide written appraisal and/or valuation with recommendations on how any hazards can be abated and/or whether there are grounds for tree removal or if there is a need for a more detailed inspection of any part of the tree.

Qualified Arborist Reports

Description: Our staff will develop a comprehensive Arborist Report with full scientific explanations of conclusions and recommendations. The following information may be required in each report:

- Site description (if multiple trees are involved, a site plan may be required)
- Tree identification (common name and scientific name)
- Date(s) of inspection
- Methodology of techniques used in the report
- Assumptions
- A summary of findings
- Tree measurements (generally diameter at breast height (DBH) or 4.5' above grade, height, canopy spread, and diameters at other specified locations may also be required)
- General tree inspection(s)
- Tree risk assessment(s)
- Tree and/or landscape appraisal(s) or valuation(s)
- Best management practices for arboriculture
- Summary and discussion of other relevant tree and site information (i.e., nearby structures; soil and drainage characteristics; habitat, landscape and amenity values; weather exposure; previous human intervention, etc.)
- If pests and/or disease is/are affecting the health of the tree(s), further expert diagnosis and discussion of treatment may be required.
- Supporting evidence such as test results, annotated and relevant photographs.
- Discussion of all available options and the reasons why they are recommended or not recommended, e.g., can services be diverted to avoid root pruning; can a structure be relocated or rebuilt and retain the tree?
- Recommended actions and the reasons for their adoption,
- Resource material to be referenced in an accepted method; references not used in the report are not to be included.
- Reports from any aerial or canopy inspections or resistograph/tomograph testing; include copies of the charts, be clear and legible, and have scientifically supported conclusions.

Deliverables: Completed report, with an opportunity afforded to the city to review drafts prior to final submission of the Arborist Report.

Timeframe: Typically 2-8 weeks, depending on complexity.

Workflow: DRG shall receive a request for work from the City of Fernandina Beach. Upon receipt, DRG will respond to the request within 24 hours, ensuring the city that we received the notice. At this time, we will confirm the location and Scope of Services, ask for clarification of the assignment, if needed, and inform the city of our intent to perform the work at a specified time.



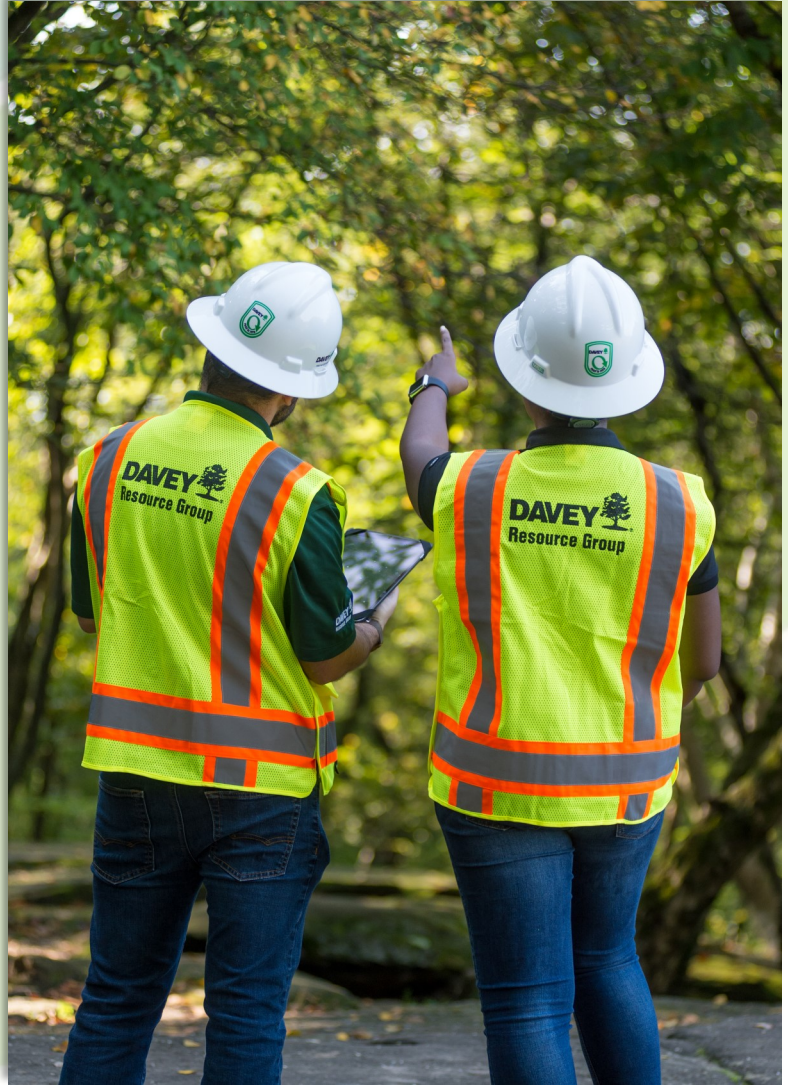
Expert Witness Services

Description: DRG will defend any General Tree Inspections, Tree Risk Assessments, Tree and Landscape Appraisals (Valuations), and/or Qualified Arborist Reports, if necessary, and provide professional testimony during judicial proceedings involving damage to or loss of trees or property damage or personal injury caused by trees, tree failures, tree maintenance, and/or other related arboriculture-related events.

Deliverables: Varies depending on the services requested by the City of Fernandina Beach.

Timeframe: Immediate professional response to all inquiries and requests. Court dates may need to be scheduled 2 to 4 weeks in advance.

Workflow: DRG shall receive a request for work from the City of Fernandina Beach. Upon receipt, DRG will respond to the request within 24 hours and work with the city to identify the workflow needed to respond to the request.



STATEMENT OF QUALIFICATIONS

The following are responses for CONSULTANT'S STATEMENT OF QUALIFICATIONS numbers, 6, 7, 8, 10, and 12.

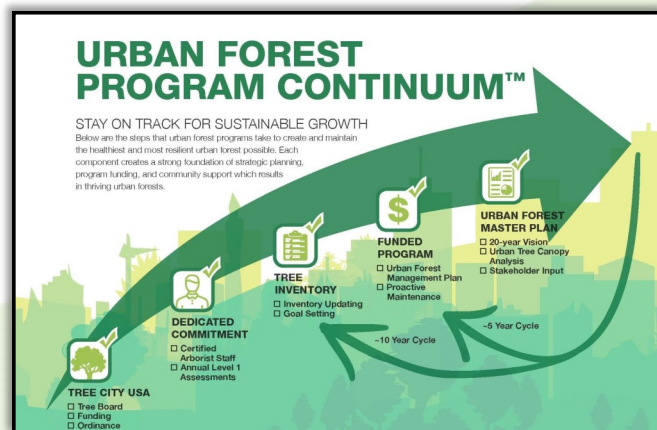
Job Titles and Qualifications (6)

Personnel	Title	Professional Licenses	Education
Lindon Deal	Consulting Arborist and Project Manager	ISA Board Certified Arborist #FL- 1066 A ROW Pesticide Certified Certified Tree Care Safety Professional	Associates of Forestry - Waycross College
Timothy Kerns	Consulting Arborist and Area Manager	ISA Certified Arborist #FL-0868 AU ISA Certified Utility Forester Florida Certified Pest Control Operator ROW Pesticide Certified Certified Tree Care Safety Professional	
Scott Anderson	Consulting Arborist and Project Developer	ISA Certified Arborist and Municipal Specialist #FL 1282 AM Florida Certified Pest Control Operator	BS, Geography - University of Central Arkansas

The Outstanding Character of The Davey Company (7)

Davey is a trusted partner of the United States Department of Agriculture (USDA) Forest Service and the Arbor Day Foundation, and a long-time supporter of the ISA and its local chapters. Davey is a founding partner with the USDA Forest Service of the i-Tree software.

Davey staff helped to develop and revise the American National Standards Institute (ANSI) standards for arboriculture, including tree risk assessment, and drafted some of ISA's best management practices. Davey also works with Tree Care Industry Association (TCIA), as safety is priority one for the Davey Company. Recently, DRG created the Urban Forest Program Continuum to help our clients gauge and grow their tree management programs.



Staff Credentials (8)

All staff considered for this contract meet city certification requirements. The images, captured on July 14, 2020, are from the ISA's Credential Verification webpage; they illustrate each person's current certification. Copies of licenses will be provided upon request.





Scott Anderson



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Credential Verification

Name search 'scott anderson' returned 4 records

Back to Search

First Name	Last Name	City	State \ Province	Country	Credentials
Scott	Anderson	Lakeville	MN	UNITED STATES	ISA Certified Arborist®
Scott F.	Anderson	Orange Park	FL	UNITED STATES	ISA Certified Arborist® ISA Certified Arborist Municipal Specialist®





Lindon Deal



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Find an Arborist

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Credential Verification

Name search 'lindon deal' returned 1 records

Back to Search

First Name	Last Name	City	State \ Province	Country	Credentials
Lindon A.	Deal	Callahan	FL	UNITED STATES	ISA Certified Arborist®

[Explanation of ISA certification credentials](#)
[Explanation of ISA qualifications](#)





Tim Kerns



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[Shop](#)

Find an Arborist

[Find an Arborist](#)
[Verify an ISA Credential](#)

Credential Verification

Name search 'timothy kerns' returned 1 records

Back to Search

First Name	Last Name	City	State \ Province	Country	Credentials
Timothy B.	Kerns	Thonotosassa	FL	UNITED STATES	ISA Certified Arborist® ISA Certified Arborist Utility Specialist™

[Explanation of ISA certification credentials](#)
[Explanation of ISA qualifications](#)

Resumes (10)

Our Consulting Arborists are aligned and operate as a cohesive team. All are ISA Certified Arborists, some with advanced certifications that include tree risk assessment and municipal specialties. To ensure project success, we have assembled the following staff resumes for the city. These individuals are representative of the DRG candidates and have direct experience in evaluating trees and communicating urban forestry issues to the public. They are full-time employees of DRG who understand the scope and meet the requirements of the Consulting Arborist. An additional strength of DRG is our ability to assign additional qualified candidates from our vast national service territories and support our staff with the technical expertise of the Davey Institute, which ensures Fernandina Beach that we can meet all of the city's needs in a timely manner. Upon contract award, DRG will finalize and arrange for staffing to meet city needs. Jay West, our Atlanta-based Consulting Forester, will provide management oversight on the project, including personnel management, logistical planning, project delivery, and cost control.

Scott Anderson, Business Developer

Scott Anderson is a project developer in the Southeast. Scott has been with Davey for over 20 years. He has a bachelor's degree in geography from the University of Central Arkansas and is a Certified Arborist and Municipal Specialist and a Certified Pest Control Operator. Scott specializes in asset management and vegetation management solutions for utilities in the Eastern United States. Some of his clients include, Tennessee Valley Authority, Florida Power and Light, Duke Energy, Tampa Electric, , Dominion Power, and Southern Company.

Tim Kerns, Account Manager

Tim has 22 years experience in the tree care industry. He joined Davey Resource Group in 2018 and is currently directing all UVM teams in Florida. Prior to joining Davey, Tim worked in the commercial and residential tree care markets around the state, including 12 years in central Florida's theme parks. Tim has been an ISA Certified Arborist since 2001 and is also a State of Florida Certified Pest Control Operator in both Lawn and Ornamental and Right of Way.

Lindon Deal, Production Manager

Lindon has 18 years' experience in Utility Vegetation Management Experience. He is currently the SE operations coordinator for Davey Resource Group. Before joining Davey, his job roles included 8 years as Transmission Arborist and 5 years Distribution Arborist for Florida Power & Light. Lindon is on the Board of Directors for the Florida Vegetation Management Association. He is the current chairman of the scholarship and plant identification committees. Lindon is an ISA Certified Arborist and is also a State Certified Pesticide Applicator license in Florida.

UNIQUE QUALIFICATIONS (12)

Throughout our professional relationships, DRG has provided communities in the Southeast with the tools, analysis, and consultation needed to support and optimize their urban forestry management programs. From our experiences, we know that your urban forest and tree canopy are important parts of the City of Fernandina Beach's infrastructure and a source of city pride. We understand and respect this; and will reflect the significance of Fernandina Beach's urban forest in a meaningful way throughout the process of representing the city to its constituents.

By selecting DRG, the City of Fernandina Beach is choosing a foundation based on urban forestry science, BMPs, and technology implemented through the hands of the most distinguished urban forest consulting firm in the country. With over 25 years of experience caring for the urban forest, the City of Fernandina Beach can be confident that the goals identified within its urban forestry program will be achieved in the most respectful, efficient, objective, and transparent manner. DRG can handle all assignments no matter how big or small. In fact, one of DRG's key strengths is being able to connect the City of Fernandina Beach to a network of urban forestry specialists. We are proud to work locally, and nationally we present a staff of professionals over

9,000 strong. We are recognized as the leading provider of natural resource and vegetation management solutions throughout North America. Our staff provides impressive resources. We serve communities large and small, provide optimum arboricultural consultation for institutions of higher learning, and provide consultation for the care of trees associated with our most beloved national landmarks. Our team of professional consultants present expertise within a spectrum of specialties, including ecology, tree physiology, the benefit of trees, analytics, and more. Within this proposal, DRG presents qualified and experienced personnel, trained and ready to serve your complete urban forestry needs.



Why Choose DRG (The Davey Difference)

Many things differentiate Davey—its integrity, commitment, experience, capability, and expertise. But Davey’s values aren’t the only things that make Davey different.

We take pride in The Davey Difference, the passion that drives our employee-owned company. While it’s impossible to describe our culture in a few paragraphs, here are a few examples of what we mean when we say “The Davey Difference”:

- Our dedication to earning accreditation and certification
- Our drive for delivering exceptional client service
- Our commitment to a safe and productive workplace
- Our ability to serve public-sector clients, federal, state, and local



By choosing DRG, The City of Fernandina Beach will benefit in the following ways:

- **Leverage the Company with the most Experience and Expertise:** DRG has worked for more municipalities than any other company. Fernandina Beach can leverage our network, experience, and expertise to receive a customized approach using industry BMPs and innovative solutions.
- **We are Unbiased:** DRG works independently from Davey Residential/Commercial and other service divisions. Whether reviewing a construction plan or confirming the quality of tree trimming work, DRG provides unbiased and neutral review reflecting industry BMPs.
- **We are Committed to Creating Value:** Your success is critical as you move your urban forestry program forward to ensure that your residents benefit from the health and economic prosperity that trees and green infrastructure can combine. We welcome the opportunity to adjust our approach and cost structure so that it brings Fernandina Beach the greatest value.
- **Unparalleled Service Offerings:** DRG is part of The DaveyTree Expert Company. And being part of Davey Tree means that DRG staff have access to all of our soil, urban forest, horticulture, and climate change scientists, as well as the lab at our Davey Institute. We also have access to the equipment needed (such as bucket trucks and professional tree climbers) to complete advanced tree assessments.

Employee Ownership

Davey is an employee-owned company. As such, our team is self-motivated and engaged with our clients and the project at hand, ensuring satisfaction with all aspects of the project from start to finish. The City of Fernandina Beach will see the ownership and pride our employees put in the work they complete.

The Davey Tree Expert Company is the 12th largest employee-owned company in the U.S., according to the National Center for Employee Ownership (NCEO). The list shows Davey's growth as the company moved from the 13th largest company in 2017 to the 12th largest in 2018.



Road to Zero

Safety matters to all Davey employee owners, regardless of their position, location, or work environment. We value safety to protect our employees, the public, and the properties of our valued clients. Davey goes above and beyond standard safety expectations, so it's no surprise we've earned one of the top safety records in the industry.

"[Your staff] demonstrated a very positive attitude toward safety. It was very evident that the skills and knowledge used during this storm activity are practiced and perfected each day."

- Frank Stevens, Consumers Energy



Industry Affiliations and Partnerships

- Alliance for Community Trees
- American Academy for Park & Recreation Administration
- American Forests
- Arbor Day Foundation
- Arboriculture Research and Education Academy
- Garden Writers Association
- International Society of Arboriculture
- National Association of Landscape Professionals
- National Park Foundation
- Responsible Industry for a Sound Environment
- Sustainable Urban Forest Coalition
- Tree Care Industry Association
- TREE Fund
- U.S. Forest Service
- Utility Arborist Association

Urban Forestry Product Offering

DRG can offer Fernandina Beach a full range of urban forestry projects and services including:

- Arborist reporting
- Consulting services
- Ecosystem analysis
- Expert witness services
- Forensics
- Forest canopy mapping
- Geographic analyses
- i-Tree
- Master planning
- Public outreach
- Socioeconomic analysis
- Strategic planning
- Tree appraisal
- Tree inventories
- Tree ordinance development and revision
- Tree preservation planning
- Tree risk assessment
- Urban forestry management plans
- Vegetation management along rights-of-way

REFERENCES

Project Title	Duke Energy Transmission Contract Foresters
Months/Years Worked on Project	Since 2006
Reference Name, Title	Anthony Coody Director of Transmission Vegetation Management - Florida
Phone	352-272-0419
Description of Project	Providing contract arborist to supplement Duke Vegetation Management Staff and provide annual Transmission NERC inspections.
Location	Central and North Florida

Project Title	Lee County Contract Foresters
Months/Years Worked on Project	3
Reference Name, Title	Steve Rounds
Phone	239-656-2169
Description of Project	Providing contract arborists for management of Lee County Vegetation Management program.
Location	South Florida

Project Title	Florida Power and Light
Months/Years Worked on Project	5+ years
Reference Name, Title	Barry Grubb Vegetation Management Supervisor
Phone	941-809-4675
Description of Project	Providing contract arborists for management of Florida Power & Light Vegetation Management program.
Location	South Florida

REQUIRED FORMS

The required forms provided by the City of Fernandina Beach are included hereafter.



CITY OF FERNANDINA BEACH, FLORIDA
RFP 2020-04
ON-CALL ARBORISTS SERVICES

EXHIBITS

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

CITY OF FERNANDINA BEACH, FLORIDA
RFP 2020-04
ON-CALL ARBORISTS SERVICES

EXHIBIT “A”

CONTACT SHEET/PROPOSAL FORM

ON-CALL ARBORISTS SERVICES

\$ 78.00 / hour

Name: Davey Resource Group, Inc.

Federal Taxpayer ID: 82-1948528

Mailing Address: 295 S. Water St., Suite 300

City, State, & Zip Code: Kent, OH 44240

Telephone: (800) 828-8312 **Fax:** (330) 673-0860

Email: Scott.Anderson@davey.com

Submitted By: Scott Anderson

Title: Project Developer / Market Manager

FIRM Accepts Credit Cards*: ~~X~~Yes No

Accounting Contact:

Name: Betsy Selzer **Title:** Manager, Operational Accounting

Email Address: Betsy.Selzer@davey.com **Phone:** (800) 828-8312 x8051

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

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
RFP 2020-04
ON-CALL ARBORISTS SERVICES

EXHIBIT "B"

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

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

1. This sworn statement is submitted with Bid, Proposal or Contract for On-Call Arborist Services
2. This sworn statement is submitted by (entity) Davey Resource Group, Inc. whose business address is 295 S. Water St., Suite 300, Kent, OH 44240 and (if applicable) Federal Employer Identification Number (FEIN) is 82-1948528 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)
3. My name is John J. McCabe III and my relationship to the entity named above is Vice President & General Manager
4. I understand that a "public entity crime" as defined in Paragraph 287.133(a) (g). Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a) (b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The City of Fernandina Beach, Florida ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

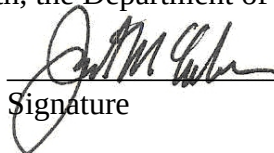
CITY OF FERNANDINA BEACH, FLORIDA

RFP 2020-04

ON-CALL ARBORISTS SERVICES

7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

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


Signature

7/16/2020

Date:

STATE OF OHIO

COUNTY OF Summit

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 16th day of July, 2020, and is personally known to me, or has provided _____ as identification.

Notary Public

My Commission expires: _____

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
RFP 2020-04
ON-CALL ARBORISTS SERVICES

EXHIBIT "C"

DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

COMPANY: Davey Resource Group, Inc.

CITY: Kent STATE: Ohio ZIP CODE: 44240

SIGNATURE:  PHONE: (800) 828-8312

NAME (TYPED OR PRINTED): John J. McCabe III TITLE: Vice President & General Manager

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
RFP 2020-04
ON-CALL ARBORISTS SERVICES

EXHIBIT "D"

CITY OF FERNANDINA BEACH, FLORIDA



E-VERIFY STATEMENT

Bid/Proposal Number: RFP 2020-04

Project Description: On-Call Arborist Services

I/FIRM acknowledges and agrees to the following:

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

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

Individual/Company/Firm: Davey Resource Group, Inc.

Authorized Signature: 

Title: Vice President & General Manager

Date: 7/16/2020

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
RFP 2020-04
ON-CALL ARBORISTS SERVICES

EXHIBIT “E”

PROPOSER ACKNOWLEDGEMENTS AND AGREEMENTS

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

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

Name: John J. McCabe III Title: Vice President & General Manager

Signature:  Date: 7/16/2020

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
RFP 2020-04
ON-CALL ARBORISTS SERVICES

EXHIBIT "F"

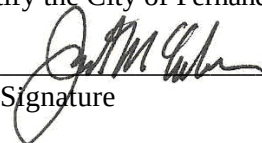
CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with Bid, Proposal or Contract for On-Call Arborist Services

This sworn statement is submitted by (entity) Davey Resource Group, Inc. whose business address is 295 S. Water St., Suite 300, Kent, OH 44240 and (if applicable) Federal Employer Identification Number (FEIN) is 82-1948528 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is John J. McCabe III and my relationship to the entity named above is Vice President & General Manager

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


Signature _____ Date: 7/16/2020

STATE OF OHIO
COUNTY OF Summit

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 16th day of July, 2020, and is personally known to me, or has provided _____ as identification.

Notary Signature

My Commission expires: _____

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA

RFP 2020-04

ON-CALL ARBORISTS SERVICES

EXHIBIT "G"

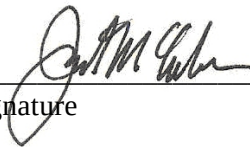
NON-COLLUSION AFFIDAVIT

This sworn statement is submitted with Bid, Proposal or Contract for On-Call Arborist Services

This sworn statement is submitted by (entity) Davey Resource Group, Inc. whose business address is 295 S. Water St., Suite 300, Kent, OH 44240 and (if applicable) Federal Employer Identification Number (FEIN) is 82-1948528 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is John J. McCabe II and my relationship to the entity named above is Vice President & General Manager

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



Signature

7/16/2020

Date:

STATE OF OHIO

COUNTY OF Summit

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 16th day of July, 2020, and is personally known to me, or has provided _____ as identification.

My Commission expires: _____

Notary Signature

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
RFP 2020-04
ON-CALL ARBORISTS SERVICES

EXHIBIT “H”
DISPUTES DISCLOSURE FORM

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

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

YES___ NO X

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

YES_____ NO X

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

YES_____ NO _____

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

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

Davey Resource Group, Inc.

7/17/2020

Firm

Date

Authorized Signature

John J. McCabe III, Vice President & General Manager

Printed or Typed Name and Title

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 1
For
RFP 2020-04 ON-CALL ARBORIST SERVICES

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

ADDENDUM No. 1

The following changes are applicable to the original RFQ documents and specifications of **RFP 2020-04**. This Addendum No.1 now becomes part of the original Request for Qualifications and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting qualifications. Failure to do so may disqualify the submittal.

Submitters shall thoroughly familiarize themselves with the contents of this Addendum before submitting qualifications.

NAME: John J. McCabe III **TITLE:** Vice President & General Manager

ADDRESS: 295 S. Water St., Suite 300

CITY: Kent **STATE:** Ohio

AUTHORIZED SIGNATURE:  **DATE:** 7/16/2020

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 1
For
RFP 2020-04 ON-CALL ARBORIST SERVICES

1. Will this be a full-time position? **No, this will be an on-call consultant to the City.**
2. If not what are the expected hours/days per week? **It will depend on the amount of construction scheduled for the week. Every lot will be different. Most lots are small and might take a few hours or up to 2 days to clear. Occasionally, large sites are developed, and they could take a week or more to clear. The goal at this time is to provide 72-hour notice for scheduling. This may need to shift depending on City staff and consultant availability.**
3. Are you looking for an hourly rate or a per inspection rate and when would the arborists time start and stop? **Hourly rates are what we need to see.**
4. Can you provide a historic estimate of how many inspections occur annually? **We completed 70 inspections within the past year.**
5. How are inspections communicated to our Arborist? **Typically, by phone call. We are working to transition to online requests to the extent we can.**
6. Is any additional equipment required - computers, etc. **No.**
7. I presume there is a standard approval or rejection form. **Yes, we will have an affidavit for your signature once clearing is completed.**
8. Will we be approving compliance with an approved set of tree protection plans or standards. **Yes, the City has code provisions for protective fencing and compliance with permits issued for site clearing. City will provide training material on these standards and process.**

RFP 2020-04 On-Call Arborist Services Proposal

Prepared by:

First Coast Urban Forestry, LLC.

Leopold Adler IV

Certified Arborist: SO-10363A

For:

The City of Fernandina Beach, Florida

15th July 2020



- ON-CALL ARBORIST SERVICES BID - CITY OF FERNANDINA BEACH -

Understanding of Desired Services & Commitment to The City of Fernandina Beach:

First Coast Urban Forestry, LLC. is an arboricultural services and consulting company. We specialize in tree preservation and protection planning and management during construction and site development. Our company goal is to "preserve and enhance the intersection of the built and natural environment", or in other words the urban forest. We understand the substantial economic, social, and aesthetic benefits that diverse, mature, native trees provide the City of Fernandina Beach, its residents, and visitors. As a small local business in Fernandina Beach, First Coast Urban Forestry, LLC. is ideally located to provide the requested services in a cost-effective and on-demand basis. Additionally, we have a vested interest in our community and are committed to aiding the City of Fernandina Beach in not only ensuring that development and construction results in no net loss of the urban tree canopy, but also to grow and improve the quality of the urban tree canopy for residents now and in the future.

Successful tree preservation requires both experience and knowledge in planning and construction specifications, and the execution of these plans through project management. Our ISA Certified Arborist Leopold Adler IV (ISA Certified Arborist: SO-10363A), has eight years of combined experience in Horticulture, Arboriculture, Forestry, and Civil & Landscape Design, which yields a unique knowledge base and skillset to design, develop and implement effective tree preservation and protection solutions. Prior experience demonstrates a well-developed and exercised understanding of specifications and requirements for tree protection and preservation planning and permitting, and the execution of these plans and specifications, as specified in the City of Fernandina Beach Land Development Code Section 04.05.14, in addition to other municipalities in the region.

Description of Similar Work Performed:

- 1) Woodmere Development
Gillette and Associates, Inc.
(Nassau County SP18-027):

Project conducted under previous employment with Gillette and Associates, Inc. Collaborated with Early McCall (ISA Certified Arborist FL-6200A), on the design and development of the tree preservation plan for development in accordance with Nassau County Tree Protection Ordinances and Specifications (Nassau County Land Development Code Section 37.02). Performed weekly site visits to monitor and document construction progression and tree preservation compliance with permitted plans and specifications.

- 2) Crawford Center
Crawford 1, LLC, & Gillette and Associates, Inc.
(City of Fernandina Beach SPR 2019-06):

Performed tree survey and resource evaluation for developer (Crawford 1, LLC.) and project designer (Gillette and Associates, Inc.) in accordance with City of Fernandina Beach Land Development Code 4.05.14 (C), to guide site design and tree preservation planning. Consulted with Gillette and Associates, Inc. in the design and development of tree protection plan and specifications in accordance with City of Fernandina Beach Land Development Code 4.05.14 (B), (C), (D), & (E). Project approved by City of Fernandina Beach Technical Review Committee. Project currently in pre-construction phase with construction expected to commence soon.

- ON-CALL ARBORIST SERVICES BID – CITY OF FERNANDINA BEACH -

- 3) Turner ACE Hardware Expansion
Steve Turner & Gillette and Associates, Inc.
(Nassau County SP19-027):

Performed tree survey and resource evaluation for developer (Steve Turner) and project designer (Gillette and Associates, Inc.), to facilitate tree preservation planning for site design. Developed tree preservation and protection plan and construction specifications to mitigate impacts of construction on existing trees to be retained. Survey and resource evaluation, and preservation and protection plan and specifications developed in accordance with Nassau County Land Development Code Section 37.02. Project construction plans are currently awaiting final approval with Nassau County Development Review Committee.

Additional Information:

All services and assessments to be performed by First Coast Urban Forestry, LLC. will be conducted conformity with acceptable techniques and procedures as recommended by the International Society of Arboriculture (ISA) Best Management Practices (BMPs) and American National Standard Institute (ANSI) standards, and/or to the standards specified by the City of Fernandina Beach for the proposed project.

Additional requested information and forms are included in the Exhibits A-H section at the end of this proposal. We thank you for your time and consideration in providing these services for the City of Fernandina Beach. We would be happy to answer any questions or concerns about the content of this proposal.

X



Leopold Adler IV

Certified Arborist: SO-10363A

- ON-CALL ARBORIST SERVICES BID - CITY OF FERNANDINA BEACH -

Exhibits A-H:

**ISA CERTIFIED ARBORIST: SO-10363A
LEOPOLD ADLER**

CITY OF FERNANDINA BEACH, FLORIDA
RFP 2020-04
ON-CALL ARBORISTS SERVICES

EXHIBIT "A"

CONTACT SHEET/PROPOSAL FORM

ON-CALL ARBORISTS SERVICES

\$ 30.35 / hour

Name: First Coast Urban Forestry, LLC.

Federal Taxpayer ID: 84-4537525

Mailing Address: 120 South 17th Street

City, State, & Zip Code: Fernandina Beach, FL, 32034

Telephone: 904-335-3249

Fax: _____

Email: firstcoasturbanforestry@gmail.com

Submitted By: Leopold Adler IV

Title: Owner / Manager

FIRM Accepts Credit Cards*: ☒ **Yes** ☐ **No**

Accounting Contact:

Name: Leopold Adler IV

Title: Owner / Manager

Email Address: firstcoasturbanforestry@gmail.com

Phone: 904-335-3249

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

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
RFP 2020-04
ON-CALL ARBORISTS SERVICES

EXHIBIT "B"

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

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

1. This sworn statement is submitted with Bid, Proposal or Contract for RFP 2020-04 On Call Arborist Services.
2. This sworn statement is submitted by (entity) First Coast Urban Forestry, LLC. whose business address is 120 South 17th Street, Fernandina Beach, FL 32034 and (if applicable) Federal Employer Identification Number (FEIN) is 84-4537525 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)
3. My name is Leopold Adler IV and my relationship to the entity named above is Owner / Manager.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(a) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a) (b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The City of Fernandina Beach, Florida ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

CITY OF FERNANDINA BEACH, FLORIDA
RFP 2020-04
ON-CALL ARBORISTS SERVICES

7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

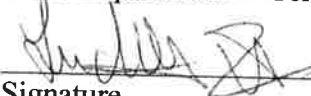
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

YAW Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

YAW The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (Please attach a copy of the final order.)

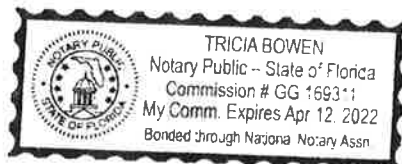
YAW The person or affiliate was placed on the convicted FIRM list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted FIRM list. (Please attach a copy of the final order.)

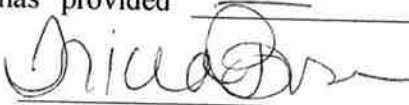
YAW The person or affiliate has not been placed on the convicted FIRM list. (Please describe any action taken by, or pending with, the Department of General Services.)


Signature Date: 07/14/2020

STATE OF FLORIDA
COUNTY OF Nassau

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 14 day of July, 2020 and is personally known to me, or has provided _____ as identification.




Notary Public
My Commission expires: 4/12/22

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
RFP 2020-04
ON-CALL ARBORISTS SERVICES

EXHIBIT "C"

DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

COMPANY: First Coast Urban Forestry, LLC.

CITY: Fernandina Beach STATE: FL ZIP CODE: 32034

SIGNATURE:  PHONE: 904-335-3249

NAME (TYPED OR PRINTED): Leopold Adler IV TITLE: Owner / Manager

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
RFP 2020-04
ON-CALL ARBORISTS SERVICES

EXHIBIT "D"

CITY OF FERNANDINA BEACH, FLORIDA



E-VERIFY STATEMENT

Bid/Proposal Number: RFP 2020-04

Project Description: On Call Arborist Services: For tree protection compliance
during construction site clearing

I/FIRM acknowledges and agrees to the following:

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

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

Individual/Company/Firm: First Coast Urban Forestry, LLC.

Authorized Signature: [Signature]

Title: Owner / Manager

Date: 14th July 2020

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
RFP 2020-04
ON-CALL ARBORISTS SERVICES

EXHIBIT "E"

PROPOSER ACKNOWLEDGEMENTS AND AGREEMENTS

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

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

Name: Leopold Adler IV Title: Owner / Manager

Signature:  Date: 14th July 2020

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
RFP 2020-04
ON-CALL ARBORISTS SERVICES

EXHIBIT "F"

CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with Bid, Proposal or Contract for RFP 2020-04 On Call Arborist Services

This sworn statement is submitted by (entity) First Coast Urban Forestry, LLC. whose business address is 120 South 17th Street, Fernandina Beach, FL 32034 and (if applicable) Federal Employer Identification Number (FEIN) is 84-4537525 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Leopold Adler IV and my relationship to the entity named above is Owner / Manager.

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

Signature

Date:

STATE OF FLORIDA
COUNTY OF Nassau

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 14 day of July, 2020, and is personally known to me, or has provided _____ as identification.

Notary Signature

My Commission expires: 4/12/22



THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
RFP 2020-04
ON-CALL ARBORISTS SERVICES

EXHIBIT "G"

NON-COLLUSION AFFIDAVIT

This sworn statement is submitted with Bid, Proposal or Contract for RFP 2020-04 On Call Arborist Services

This sworn statement is submitted by (entity) First Coast Urban Forestry, LLC. whose business address is 120 South 17th Street, Fernandina Beach, FL 32034 and (if applicable) Federal Employer Identification Number (FEIN) is 84-4537525 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Leopold Adler IV and my relationship to the entity named above is Owner / Manager.

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

Signature

Date:

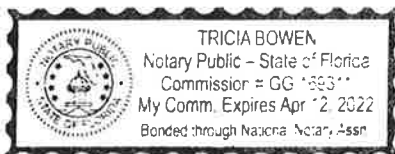
STATE OF FLORIDA

COUNTY OF NASSAU

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 14 day of July, 2020 and is personally known to me, or has provided _____ as identification.

Notary Signature

My Commission expires:



THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
RFP 2020-04
ON-CALL ARBORISTS SERVICES

EXHIBIT "H"

DISPUTES DISCLOSURE FORM

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

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

YES ___ NO X

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

YES ___ NO X

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

YES ___ NO X

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

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

First Coast Urban Forestry, LLC.

14th July 2020

Firm

Date



Authorized Signature

Leopold Adler IV Owner / Manager

Printed or Typed Name and Title

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

**CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 1
For
RFP 2020-04 ON-CALL ARBORIST SERVICES**

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

ADDENDUM No. 1

The following changes are applicable to the original RFQ documents and specifications of **RFP 2020-04**. This Addendum No.1 now becomes part of the original Request for Qualifications and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting qualifications. Failure to do so may disqualify the submittal.

Submitters shall thoroughly familiarize themselves with the contents of this Addendum before submitting qualifications.

NAME: Leopold Adler IV **TITLE:** Manager

ADDRESS: 120 South 17th Street

CITY: Fernandina Beach **STATE:** Florida

AUTHORIZED SIGNATURE:  **DATE:** 07/15/2020

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 1
For
RFP 2020-04 ON-CALL ARBORIST SERVICES

1. Will this be a full-time position? No, this will be an on-call consultant to the City.
2. If not what are the expected hours/days per week? It will depend on the amount of construction scheduled for the week. Every lot will be different. Most lots are small and might take a few hours or up to 2 days to clear. Occasionally, large sites are developed, and they could take a week or more to clear. The goal at this time is to provide 72-hour notice for scheduling. This may need to shift depending on City staff and consultant availability.
3. Are you looking for an hourly rate or a per inspection rate and when would the arborists time start and stop? Hourly rates are what we need to see.
4. Can you provide a historic estimate of how many inspections occur annually? We completed 70 inspections within the past year.
5. How are inspections communicated to our Arborist? Typically, by phone call. We are working to transition to online requests to the extent we can.
6. Is any additional equipment required - computers, etc. No.
7. I presume there is a standard approval or rejection form. Yes, we will have an affidavit for your signature once clearing is completed.
8. Will we be approving compliance with an approved set of tree protection plans or standards. Yes, the City has code provisions for protective fencing and compliance with permits issued for site clearing. City will provide training material on these standards and process.



Eager to please. Experts with trees.

1335 S. 8th St. Fernandina Beach, FL 32034

gagetreecare@gmail.com

Phone: 904-491-1710

Fax: 904-624-7798

Introduction:

Gage Tree Care is a family-owned and operated business, owned by Scott Gage. Scott, a second generation arborist, has been a certified arborist for 17 years. Gage Tree purchased the old Maritime Museum building on S. 8th St. in the summer of 2017 and are excited to serve Amelia Island and the Nassau County area.

Our specialty is tree care with a focus on proper pruning. But, when the need arises, we have the knowledge and equipment to safely handle the toughest tree removal and stump grinding jobs. Our mission is to professionalize arboriculture by taking care of your trees and your needs. We are committed to supplying the City of Fernandina Beach with our knowledge and expertise in arboriculture and the green industry.

Our Management Team:

Scott Gage - Owner

Scott has been an ISA certified arborist since 2003 and has been in the tree industry for 30+ years, from Alaska to New York to Florida.

Josh Stafford – General Manager

Josh received an Associates Degree from Lake City Community College in 2002. He also holds a Sports and Recreation Certificate which he received in 1998. Josh has been an ISA certified arborist since 2014. Josh has been in the landscape industry since 1998 and the tree industry since 2017.

Jake Bolden – Plant Health Care Division Manager

Jake received a Bachelor of Science in Agriculture with an emphasis on Horticulture from The University of Georgia in 2007. He has been in the landscape industry since 2007 and the tree industry since 2019. He has been an ISA certified arborist since 2020. He also holds numerous green industry certifications with FNGLA, NALP, and FDACS

Credentials:

- Active Members of the Florida Chapter of the International Society of Arboriculture
- Active Members with the Tree Care Industry Association
- Multiple staff ISA certified arborists
- National Association of Landscape Professionals certified Lawn Care Manager
- Florida Nursery, Greenhouse, and Landscape Association certified Horticulturalist
- Limited Commercial Landscape Maintenance certified operators license
- Limited Urban Commercial Fertilizer Applicators license
- Green Industry Best Management Practices Certified



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Phone: 904-491-1710

Fax: 904-624-7798

Gage Tree Care Arborist Projects Completed and Currently Under Contract

June 6th, 2019 - Present

Project Name: Fairfax North Parcels, Fairfax St, Jacksonville, FL 32209

Description: Pre Construction Tree and Landscape Evaluation

Client: Golder and Associates, Matt Crews 904-363-3430 matt_crews@golder.com

March 6th, 2020 – Present

Project Name: Baldacci Residence, 18 Long Point, Amelia Island, FL 32034

Description: Pre Construction Lot and Tree Evaluation

Client: Bob's Irrigation, Janice Carnley 904-261-5040 n8rwoman@comcast.net

February 17th, 2020 – Present

Project Name: Forest Ridge Village, 2680 Forest Ridge Dr., Fernandina Beach, FL 32034

Description: Tree Risk and Health Evaluations

Client: Amelia Island Management, Donna Grunewald 904-753-8743 donna.grunewald@omnihotels.com

February 17th, 2020 – Present

Project Name: Golfside South, Rigging Way, Fernandina Beach, FL 32034

Description: Tree Risk and Health Evaluations

Client: Amelia Island Management, Donna Grunewald 904-753-8743 donna.grunewald@omnihotels.com

February 17th, 2020 – Present

Project Name: Golfside North, Spinnaker Court, Fernandina Beach, FL 32034

Description: Tree Risk and Health Evaluations

Client: Amelia Island Management, Donna Grunewald 904-753-8743 donna.grunewald@omnihotels.com

May 11th, 2020 – Present

Project Name: Amelia Landings, 5003 First Coast Hwy, Fernandina Beach, FL 32034

Description: Pecan Tree Health Assessments

Client: Amelia Island Management, Jamie Branan, 904-556-0499 jbranan@omnihotels.com

April 25th, 2019 – June 6th, 2019

Project Name: Fairfax Wood Treeters Project, 2610 Fairfax St, Jacksonville, FL 32209

Description: Pre Construction Tree and Landscape Evaluation

Client: Entact, LLC, Patrick Moore 904-491-3232 pmoore@entact.com

July 10th, 2019 – June 16th, 2020

Project Name: Green Residence, Lot 2, Quattlefield Ln, Fernandina Beach, FL 32034

Description: Pre Construction Tree Evaluation

Client: Doug and Carolyn Green 912-288-1903 greenemills@gmail.com

July 25th, 2019 – August 25th, 2019

Project Name: Ortega Lot, 3966 Ortega Blvd, Jacksonville, FL 32210

Description: Pre Construction Tree Evaluation

Client: Blackwater Homes, Trip Stanley 904-866-2118 trip@blackwatercapital.com

CITY OF FERNANDINA BEACH, FLORIDA
RFP 2020-04
ON-CALL ARBORISTS SERVICES

EXHIBIT "A"

CONTACT SHEET/PROPOSAL FORM

ON-CALL ARBORISTS SERVICES

\$ See Following Page

Name: Gage Tree Care

Federal Taxpayer ID: 92-0159137

Mailing Address: 1335 S 8th St

City, State, & Zip Code: Fernandina Beach, FL 32034

Telephone: 904-491-1710 Fax: _____

Email: gagetreecare@gmail.com

Submitted By: Jake Bolden

Title: Plant Health Care Division Manager

FIRM Accepts Credit Cards*: ☒ Yes ☐ No

Accounting Contact:

Name: Alison Thrift Title: Office Manager

Email Address: gagetreecare@gmail.com Phone: 904-491-1710

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

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL



Eager to please. Experts with trees.

1335 S. 8th St. Fernandina Beach, FL 32034

gagetreecare@gmail.com

Phone: 904-491-1710

Fax: 904-624-7798

July 16, 2020

RFP# 2020-04

City of Fernandina Beach

Attn: Sylvie McCann, Administrative Coordinator

The following proposal was prepared according to the bid package provided by The City of Fernandina Beach, Florida for On-Call Arborist Services.

Project Hours / Time	Referred as	Hours Total	Unit Price per Hour
0 - 4	Half Day	Up to 4	\$100
4 - 8	Full Day	After 4	\$75
>8	1+ Days	After 8+	\$50

CITY OF FERNANDINA BEACH, FLORIDA

RFP 2020-04

ON-CALL ARBORISTS SERVICES

EXHIBIT "B"

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

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

1. This sworn statement is submitted with Bid, Proposal or Contract for RFP #2020-04.
2. This sworn statement is submitted by (entity) Gager Tree Care whose business address is 1335 S 8th St, Fernandina Bch, FL 32034 and (if applicable) Federal Employer Identification Number (FEIN) is 92-0159137 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)
3. My name is Jake Bolden and my relationship to the entity named above is Plant Health Care Division manager
4. I understand that a "public entity crime" as defined in Paragraph 287.133(a) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a) (b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The City of Fernandina Beach, Florida ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

CITY OF FERNANDINA BEACH, FLORIDA

RFP 2020-04

ON-CALL ARBORISTS SERVICES

7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

☒ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (Please attach a copy of the final order.)

☐ The person or affiliate was placed on the convicted FIRM list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted FIRM list. (Please attach a copy of the final order.)

☐ The person or affiliate has not been placed on the convicted FIRM list. (Please describe any action taken by, or pending with, the Department of General Services.)

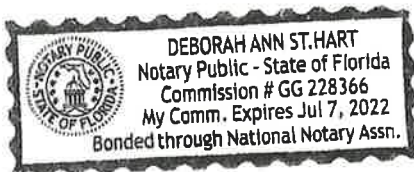

Signature

7-16-2020
Date:

STATE OF FLORIDA

COUNTY OF Nassau

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 16 day of July, 2020, and is personally known to me, or has provided Florida Drivers License as identification.




Notary Public
My Commission expires: 07-07-2022

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
RFP 2020-04
ON-CALL ARBORISTS SERVICES

EXHIBIT "C"

DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

COMPANY: Gage Tree Care

CITY: Fernandina Beach STATE: FL ZIP CODE: 32034

SIGNATURE: J. Bolden PHONE: 904-491-1710

NAME (TYPED OR PRINTED): Jake Bolden TITLE: Plant Health Care
Division Manager

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
RFP 2020-04
ON-CALL ARBORISTS SERVICES

EXHIBIT "D"

CITY OF FERNANDINA BEACH, FLORIDA



E-VERIFY STATEMENT

Bid/Proposal Number: RFP 2020-04

Project Description: On-Call Arborist Services

I/FIRM acknowledges and agrees to the following:

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

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

Individual/Company/Firm: Gage Tree Care

Authorized Signature: [Signature]

Title: Plant Health Care Division Manager

Date: 7/16/2020

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
RFP 2020-04
ON-CALL ARBORISTS SERVICES

EXHIBIT "E"

PROPOSER ACKNOWLEDGEMENTS AND AGREEMENTS

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

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

Name: Jake Bolden Title: Plant Health Care Division Manager

Signature:  Date: 7/16/2020

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
RFP 2020-04
ON-CALL ARBORISTS SERVICES

EXHIBIT "F"

CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with Bid, Proposal or Contract for RFP #2020-04

This sworn statement is submitted by (entity) Gage Tree Care whose business address is 1335 S 8th St, Fernandina Beach, FL 32034 and (if applicable) Federal Employer Identification Number (FEIN) is 92-0159137 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Jake Bolden and my relationship to the entity named above is Plant Health Care Division Manager

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

[Signature]
Signature

7-16-2020
Date:

STATE OF FLORIDA

COUNTY OF WISSE

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 16 day of July, 2020, 2020 and is personally known to me, or has provided Florida Drivers License as identification.

[Signature]
Notary Signature

My Commission expires: 07-01-2022

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL



CITY OF FERNANDINA BEACH, FLORIDA

RFP 2020-04

ON-CALL ARBORISTS SERVICES

EXHIBIT "G"

NON-COLLUSION AFFIDAVIT

This sworn statement is submitted with Bid, Proposal or Contract for RFP #2020-04.

This sworn statement is submitted by (entity) Gage Tree Care whose business address is 1335 S 8th St, Fernandina Bch, FL 32034 and (if applicable) Federal Employer Identification Number (FEIN) is 92-0159137 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Jake Bolden and my relationship to the entity named above is Plant Health Care Division manager

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

[Signature]
Signature

7-16-2020

Date:

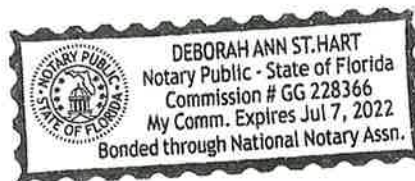
STATE OF FLORIDA

COUNTY OF Nassau

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 16 day of July, 2020 and is personally known to me, or has provided Florida DRTRANS as identification.
license

[Signature]
Notary Signature

My Commission expires: 07-07-2022



THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
RFP 2020-04
ON-CALL ARBORISTS SERVICES

EXHIBIT "H"

DISPUTES DISCLOSURE FORM

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

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

YES ___ NO X

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

YES ___ NO X

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

YES ___ NO X

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

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

Gage Tree Care

Firm

7/16/2020

Date

[Signature]

Authorized Signature

Jake Bolden, Plant Health Care Division
Printed or Typed Name and Title manager

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 1
For
RFP 2020-04 ON-CALL ARBORIST SERVICES

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

ADDENDUM No. 1

The following changes are applicable to the original RFQ documents and specifications of **RFP 2020-04**. This Addendum No.1 now becomes part of the original Request for Qualifications and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting qualifications. Failure to do so may disqualify the submittal.

Submitters shall thoroughly familiarize themselves with the contents of this Addendum before submitting qualifications.

NAME: Jake Bolden TITLE: Plant Health Care Division Manager

ADDRESS: 1335 S 8th St

CITY: Fernandina Beach STATE: FL

AUTHORIZED SIGNATURE:  DATE: 7-16-2020

CITY OF FERNANDINA BEACH, FLORIDA
RFP 2020-04
ON-CALL ARBORISTS SERVICES

EXHIBIT "A"

CONTACT SHEET/PROPOSAL FORM

ON-CALL ARBORISTS SERVICES

\$ 85/hour

Name: EARLY McCall - McCall Tree Health and Consulting LLC

Federal Taxpayer ID: 46-1444718

Mailing Address: 2883 Breakers Ct.

City, State, & Zip Code: FERNANDINA Beach, FL 32034

Telephone: (904) 557-3951 Fax: _____

Email: emccall175@gmail.com

Submitted By: EARLY Y. McCall

Title: owner

FIRM Accepts Credit Cards*: Yes ☒ No

Accounting Contact:

Name: EARLY Y McCall Title: owner

Email Address: emccall175@gmail.com Phone: 904-557-3951

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

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
RFP 2020-04
ON-CALL ARBORISTS SERVICES

EXHIBIT "B"

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

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

1. This sworn statement is submitted with Bid, Proposal or Contract for ON-CALL ARBORIST SERVICES
2. This sworn statement is submitted by (entity) McCall Tree Health and Consulting LLC whose business address is 2883 Breakers Ct, Fern Beach and (if applicable) Federal Employer Identification Number (FEIN) is 46-1844718 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: 6115.)
3. My name is Early Y McCall and my relationship to the entity named above is Owner.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(a) (g). Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a) (b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The City of Fernandina Beach, Florida ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

CITY OF FERNANDINA BEACH, FLORIDA
RFP 2020-04
ON-CALL ARBORISTS SERVICES

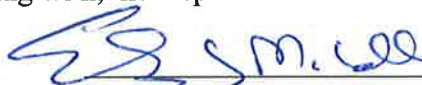
7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

True Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted FIRM list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted FIRM list. (Please attach a copy of the final order.)

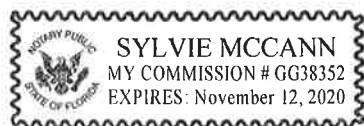
_____ The person or affiliate has not been placed on the convicted FIRM list. (Please describe any action taken by, or pending with, the Department of General Services.)

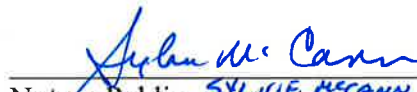

Signature _____ Date: 7/8/2020

STATE OF FLORIDA

COUNTY OF NASSAU

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 9 day of July, 2020, and is personally known to me, or has provided _____ as identification, by means of physical presence.




Notary Public SYLVIE MCCANN
My Commission expires: 11/12/2020

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
RFP 2020-04
ON-CALL ARBORISTS SERVICES

EXHIBIT "C"

DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

COMPANY: McCall Tree Health and Consulting LLC

CITY: Fernandina Beach STATE: FL ZIP CODE: 32034

SIGNATURE:  McCall PHONE: (904) 557-3951

NAME (TYPED OR PRINTED): Early Y. McCall TITLE: owner

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
RFP 2020-04
ON-CALL ARBORISTS SERVICES

EXHIBIT "D"

CITY OF FERNANDINA BEACH, FLORIDA



E-VERIFY STATEMENT

Bid/Proposal Number: RFP 2020-04

Project Description: ON-CALL ARBORIST SERVICES
hourly verification of tree protection

I/FIRM acknowledges and agrees to the following:

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

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

Individual/Company/Firm: McCall Tree Health and Consulting LLC

Authorized Signature: [Signature]

Title: owner

Date: July 8, 2020

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
RFP 2020-04
ON-CALL ARBORISTS SERVICES

EXHIBIT "E"

PROPOSER ACKNOWLEDGEMENTS AND AGREEMENTS

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

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

Name: Early Y. McCall Title: owner

Signature: Early Y. McCall Date: July 8, 2020

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
RFP 2020-04
ON-CALL ARBORISTS SERVICES

EXHIBIT "F"

CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with Bid, Proposal or Contract for RFP 2020-04.

This sworn statement is submitted by (entity) McCall Tree Health and Consulting LLC whose business address is 2883 Breakups Ct and (if applicable) Federal Employer Identification Number (FEIN) is 46-1444718 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: 6115.)

My name is Early Y. McCall and my relationship to the entity named above is owner.

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

 7/9/2020
Signature Date:

STATE OF FLORIDA

COUNTY OF NASSAU

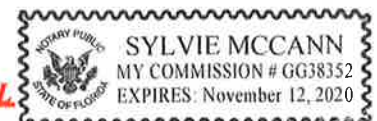
PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 9 day of July, 2020, and is personally known to me, or has provided _____ as identification,

by means of physical presence.

Sylvie McCann
Notary Signature SYLVIE MCCANN

My Commission expires: 11/12/2020

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL



CITY OF FERNANDINA BEACH, FLORIDA

RFP 2020-04

ON-CALL ARBORISTS SERVICES

EXHIBIT "G"

NON-COLLUSION AFFIDAVITThis sworn statement is submitted with Bid, Proposal or Contract for RFP 2020-04

This sworn statement is submitted by (entity) McCall Tree Health and Consulting LLC whose business address is 2883 Breakers Ct, 7B and (if applicable) Federal Employer Identification Number (FEIN) is 46-1444718 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: 6115.)

My name is Earl Y. McCall and my relationship to the entity named above is owner.

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

[Signature] 7/9/2020
Signature Date:

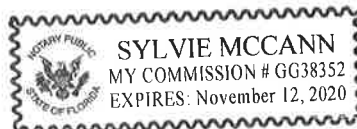
STATE OF FLORIDA

COUNTY OF NASSAU

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 9 day of July, 2020, and is personally known to me, or has provided — as identification, by

means of physical presence.

[Signature] My Commission expires: 11/12/2020
Notary Signature SYLVIE MCCANN



THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
RFP 2020-04
ON-CALL ARBORISTS SERVICES

EXHIBIT "H"

DISPUTES DISCLOSURE FORM

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

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

YES ☐ NO ☒

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

YES ☐ NO ☒

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

YES ☐ NO ☒

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

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

McCall Tree Health and Consulting LLC 7/8/2020
Firm Date

[Signature] Early Y. McCall / owner
Authorized Signature Printed or Typed Name and Title

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL



MCCATRE-01

CCLAY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/9/2020

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

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

PRODUCER Amelia Insurance Agency, Inc. 2384 Sadler Road Fernandina Beach, FL 32034	CONTACT NAME: Cindy Clay	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED McCall Tree Health & Consulting LLC 2883 Breakers Ct Fernandina Beach, FL 32034	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: The Burlington Insurance Co.	
	INSURER B: Darwin Select Insurance Co.	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		
NAIC #		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC OTHER:	X		446B006008	12/20/2019	12/20/2020	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
	☐ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE ☐ OTH-ER ☐
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
B	Professional Liabili			0308-0399	12/20/2019	12/20/2020	Professional Liabili 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Fernandina Beach, 204 Ash Street, Fernandina Beach, FL 32034 is an additional insured on this policy.

CERTIFICATE HOLDER**CANCELLATION**

City of Fernandina Beach 204 Ash Street Fernandina Beach, FL 32034	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/09/2020

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

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

	PRODUCER GARY ANDERSON, AGENT PO BOX 1967 CALLAHAN, FL 32011	CONTACT NAME: Gary Anderson PHONE (A/C No, Ext): 904-879-4866 E-MAIL: ADDRESS:	FAX (A/C No): 904-879-5685													
	INSURED MC CALL, EARLY Y 2883 BREAKERS CT FERNANDINA FL 32034-8994	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A : State Farm Mutual Automobile Insurance Company</td><td>25178</td></tr><tr><td>INSURER B :</td><td></td></tr><tr><td>INSURER C :</td><td></td></tr><tr><td>INSURER D :</td><td></td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></tbody></table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : State Farm Mutual Automobile Insurance Company	25178	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :
INSURER(S) AFFORDING COVERAGE	NAIC #															
INSURER A : State Farm Mutual Automobile Insurance Company	25178															
INSURER B :																
INSURER C :																
INSURER D :																
INSURER E :																
INSURER F :																

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR VVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☒ SCHEDULED AUTOS ☐ NON-OWNED AUTOS		236 5417-A19-59D 236 5417-A19-59D	01/19/2020 07/19/2020	07/19/2020 01/19/2021	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 300,000 BODILY INJURY (Per accident) \$ 300,000 PROPERTY DAMAGE (Per accident) \$ 500,000 \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A ☐				WC STATU-TORY LIMITS ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

236 5417-A19-59D: 2015 Ram 1500 (VIN: 1C6RR6LTXFS565088)

ADDITIONAL INTEREST: EARLY Y MCCALL ISA CERTIFIED ARBORIST FL-6200A, MCCALL TREE HEALTH & CONSULTING, LLC
2883 BREAKERS CT
FERNANDINA, FL 32034

CERTIFICATE HOLDER

CITY OF FERNANDINA BEACH
204 ASH STREET
FERNANDINA BEACH, FL 32034

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Hilary Carter, USA-5



JIMMY PATRONIS
CHIEF FINANCIAL OFFICER

**STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS' COMPENSATION**

**** CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW ****

NON-CONSTRUCTION INDUSTRY EXEMPTION

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

EFFECTIVE DATE: 12/19/2019

EXPIRATION DATE: 12/18/2021

PERSON: EARLY Y MCCALL

EMAIL: EMCCALL75@GMAIL.COM

FEIN: 461444718

BUSINESS NAME AND ADDRESS:

MCCALL TREE HEALTH AND CONSULTING, LLC

2883 BREAKERS CT.

FERNANDINA BEACH, FL 32034

SCOPE OF BUSINESS OR TRADE:

Tree Pruning, Spraying,
Repairing-All Operations &
Drivers

Surveyors Timber Cruisers,
Oil or Gas Geologists or
Scouts, & Drivers

IMPORTANT: Pursuant to subsection 440.05(14), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter. Pursuant to subsection 440.05(12), F.S., Certificates of election to be exempt issued under subsection (3) shall apply only to the corporate officer named on the notice of election to be exempt and apply only within the scope of the business or trade listed on the notice of election to be exempt. Pursuant to subsection 440.05(13), F.S., notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a certificate at any time for failure of the person named on the certificate to meet the requirements of this section.

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 1
For
RFP 2020-04 ON-CALL ARBORIST SERVICES

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

ADDENDUM No. 1

The following changes are applicable to the original RFQ documents and specifications of **RFP 2020-04**. This Addendum No.1 now becomes part of the original Request for Qualifications and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting qualifications. Failure to do so may disqualify the submittal.

Submitters shall thoroughly familiarize themselves with the contents of this Addendum before submitting qualifications.

McCall Tree Health and Consulting LLC
NAME: Early McCall TITLE: Owner

ADDRESS: 2883 Breakers Ct

CITY: Fernandina Beach STATE: FL

AUTHORIZED SIGNATURE: [Signature] DATE: July 13, 2020

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 1
For
RFP 2020-04 ON-CALL ARBORIST SERVICES

1. Will this be a full-time position? **No, this will be an on-call consultant to the City.**
2. If not what are the expected hours/days per week? **It will depend on the amount of construction scheduled for the week. Every lot will be different. Most lots are small and might take a few hours or up to 2 days to clear. Occasionally, large sites are developed, and they could take a week or more to clear. The goal at this time is to provide 72-hour notice for scheduling. This may need to shift depending on City staff and consultant availability.**
3. Are you looking for an hourly rate or a per inspection rate and when would the arborists time start and stop? **Hourly rates are what we need to see.**
4. Can you provide a historic estimate of how many inspections occur annually? **We completed 70 inspections within the past year.**
5. How are inspections communicated to our Arborist? **Typically, by phone call. We are working to transition to online requests to the extent we can.**
6. Is any additional equipment required - computers, etc. **No.**
7. I presume there is a standard approval or rejection form. **Yes, we will have an affidavit for your signature once clearing is completed.**
8. Will we be approving compliance with an approved set of tree protection plans or standards. **Yes, the City has code provisions for protective fencing and compliance with permits issued for site clearing. City will provide training material on these standards and process.**

CITY OF FERNANDINA BEACH, FLORIDA
RFP 2020-04
ON-CALL ARBORISTS SERVICES

INTRODUCTION

The City of Fernandina Beach, Florida (CITY) is accepting competitive sealed proposals for **On-Call Arborists Services**.

The CITY will receive sealed proposals at the location stated below not later than **2:00pm, July 17, 2020**.

Any proposal received after the above stated time and date will not be considered. It shall be the sole responsibility of the FIRM to have its proposal delivered to the City of Fernandina Beach, by U.S. Mail, hand delivery or any other method available to him/her; however, **facsimile or electronic submittals will not be accepted**. Delay in delivery shall be the sole responsibility of the Proposer. Proposals received after the deadline will not be considered.

The original proposal (**1 original, 4 copies and 1 electronic version, CD or thumb drive**) must be delivered to City Hall in a sealed package, clearly marked on the outside, **RFP #2020-04** and addressed to:

City of Fernandina Beach
Attn: City Clerk's Office – **RFP# 2020-04**
204 Ash Street
Fernandina Beach, FL 32034

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

The proposal shall be submitted on the specified **Contact Sheet/Proposal Form** (**1 original, 4 copies**), hereto attached as "**Exhibit A**". The person signing the Proposal Response Form shall have the authority to bind the proposer to the submittal. All information on the Proposal form shall be provided, or the submittal may not be accepted.

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

In accordance with Item 16, General Terms and Conditions, please provide **proof the Contractor/Vendor is not listed in the Excluded Parties List System**, a federal suspension and debarment listing.

CITY OF FERNANDINA BEACH, FLORIDA
RFP 2020-04
ON-CALL ARBORISTS SERVICES

SCOPE OF WORK

The purpose of this project is to be on-call for Arborist's services as required in the City of Fernandina Beach Land Development Code section 4.05.14 Tree Protection Requirements section E, 2d:

E. Protection of Trees During Development Activities:

2. A tree protection zone shall be established around each protected tree(s) as follows:
 - d. An approved inspection of the tree protection area by a Certified Arborist contracted to and selected and managed by the City, must be completed prior to all site clearing activity.

CONTENT OF PROPOSALS

Proposals should include the following:

- An introduction indicating an understanding of the desired services and commitment to the City.
- Description of similar work completed and the associated clients (including contact information).
- Any other information that may be of interest to the City or relevant to the proposal.
- City Exhibits A-H

EVALUATION PROCESS

All Requests for Proposals (RFP) will be evaluated in terms of capacity to perform and cost. Past performances on local government projects will also be assessed in terms of timeliness, completing work within budget and quality of work.

EVALUATION CRITERIA

- | | |
|----------------------------------|------------|
| • Qualifications of Staff | 90% |
| • Proposed Cost | 10% |

Award shall be made to the vendor whose proposal is deemed to be most advantageous to the CITY.

CONTACT

Specification questions during the proposal period shall be submitted in writing to Wanda Weaks, Purchasing Agent, at wweeks@fbfl.org.

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

ADDENDA

A written response to FIRM's questions will be issued via Addendum and posted on the CITY's website at www.fbfl.us/bids and the Demandstar website at www.demandstar.com It is the FIRM's responsibility to check the CITY's website for Addenda prior to submitting their proposal. The deadline for questions is five days before proposal opening.

CITY OF FERNANDINA BEACH, FLORIDA
RFP 2020-04
ON-CALL ARBORISTS SERVICES

FIRM SHALL SIGNIFY RECEIPT OF ADDENDA (IF ANY). Failure to Acknowledge Receipt of any Addendum may result in rejection of the proposal.

The City of Fernandina Beach has appointed three (3) members to an RFP review committee to review and rank each RFP response. All RFP respondents will be notified of selection or non-selection.

ANTICIPATED SCHEDULE

Request for Proposal (RFP) advertised	June 26, 2020
RFP Opening Date (deadline for receipt 2:00pm)	July 17, 2020
Evaluation Committee Meeting (10:00am)	July 28, 2020

This schedule is approximate. All dates are subject to change at the discretion of the City of Fernandina Beach.

CITY OF FERNANDINA BEACH, FLORIDA
RFP 2020-04
ON-CALL ARBORISTS SERVICES

GENERAL CONDITIONS OF REQUEST FOR PROPOSAL

1. **PREPARATION OF PROPOSAL** – REQUEST FOR PROPOSAL shall be prepared in accordance with the following:
 - a. The enclosed Contact Sheet/Proposal Form attached hereto as “Exhibit A”, shall be used when submitting your REQUEST FOR PROPOSAL.
 - b. All information required by the Contact Sheet/Proposal Form shall be furnished. The Proposer shall print or type his/her name and manually sign the Form and any continuation sheet on which an entry is made.
 - c. Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
 - d. Alternate Proposals will not be considered unless authorized by the Request for Proposal.
 - e. Proposers will **not** include federal taxes nor State of Florida sales, excise, and use taxes in prices, as the City is exempt from payment of such taxes. An exemption certificate will be signed where applicable upon request.
 - f. Proposers shall make all investigations necessary to thoroughly inform themselves about any and all conditions related to the performance of the contract. Plea of ignorance by the Proposer of conditions that exists or may hereafter exist as a result of failure or omission on the part of the Proposer to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements provided for in the Purchasing Policy, Purchasing Ordinance and/or State and Federal Statutes. The City’s Purchasing Ordinance is set forth in Chapter 2-420, *et seq.*
 - g. Prices quoted must be FOB City of Fernandina Beach, Florida with all transportation charges prepaid unless otherwise specified in the Request for Proposal.
 - h. Deliveries are to be FOB Destination unless otherwise specified in the Request for Proposal.
 - i. Deliveries are to be made during regular business hours.
 - j. Proposals and Proposal prices shall be valid for a minimum of ninety (90) days, unless otherwise stated on the REQUEST FOR PROPOSAL.
2. **SUBMISSION OF PROPOSAL**
 - a. Proposals and changes thereto shall be enclosed in sealed envelopes and addressed as instructed on the Proposal Form. The name and address of the Proposer, the date and hour of the Request for Proposal submittal opening, and the material or service shall be placed on the outside of the envelope.

CITY OF FERNANDINA BEACH, FLORIDA
RFP 2020-04
ON-CALL ARBORISTS SERVICES

- b. REQUEST FOR PROPOSAL must be submitted on the forms furnished. Electronic Proposals will not be considered.

3. REJECTION OF PROPOSAL

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

4. WITHDRAWAL OF PROPOSAL

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

5. LATE PROPOSAL

- a. REQUEST FOR PROPOSAL and modifications received after the time set for the opening will not be considered.
- b. Modifications in writing received prior to the time set for the opening will be accepted.

6. LOCAL, STATE, AND FEDERAL COMPLIANCE

- a. Proposers shall comply with all local, state, and federal directives, orders and laws as applicable to the REQUEST FOR PROPOSAL and subsequent contract(s) in accordance with the requirements as stated in CFR 200.321, including but not limited to Equal Employment Opportunity (EEO), Minority Business Enterprise (MBE), and Occupational Safety and Health Administration (OSHA) as applicable to this contract.
- b. A "Public Entity Crimes Statement", in accordance with Florida Statutes, Section 287.133 (3) (a), on Public Entity Crimes, attached hereto as "Exhibit B", must be received at the time of the proposal.
- c. A "Drug Free Workplace Certification" attached hereto as "Exhibit C", must be received at the time of the proposal.
- d. The City of Fernandina Beach requires that the Proposer selected will not discriminate under the contract against any person, in accordance with federal, state and local government regulations.
- e. An "E-Verify Statement" attached hereto as "Exhibit D" must be received at the time of the proposal.

CITY OF FERNANDINA BEACH, FLORIDA
RFP 2020-04
ON-CALL ARBORISTS SERVICES

7. AWARD OF REQUEST FOR PROPOSAL

- a. The REQUEST FOR PROPOSAL will be awarded to the most responsive and responsible proposer offering the best value to the City of Fernandina Beach.
- b. The City reserves the right to accept and award item by item, and/or by group, or in the aggregate.
- c. A written award of acceptance (Purchase Order), mailed or otherwise furnished to the successful Proposer shall result in a binding contract without further action by either party.
- d. Unless otherwise noted in the specifications, the length of the agreement shall be one year, with two, one-year renewals possible based on the mutual consent of the parties.
- e. Upon award, for construction projects, the Contractor will be required to complete/execute the City's Contract and General Conditions for Construction Services. An example of the contract can be found on the City's website at www.fbfl.us/bids, Bids and Purchasing web page.
- f. Agreement may be cancelled with 60 days' notice unless otherwise stated in signed contract documents.

8. NOT RESPONSIBLE FOR COSTS

- a. The City shall not be responsible for any cost incurred by a prospective Proposer in responding to this REQUEST FOR PROPOSAL.

9. BONDS

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

PROPOSAL BOND:

- a. If the Base Proposal or the Base Proposal plus the sum of any alternates fall into the criteria above requiring a Proposal Bond, the Proposer shall enclose a Certified Check or Proposal Bond with each Proposal. A Certified Check or Proposal Bond shall be for an amount not less than five percent (5%) of the Proposal price and shall be made payable to the CITY OF FERNANDINA BEACH as a guarantee that the Proposer will not

CITY OF FERNANDINA BEACH, FLORIDA
RFP 2020-04
ON-CALL ARBORISTS SERVICES

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

PERFORMANCE AND PAYMENT BONDS:

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

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

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

10. PUBLIC INFORMATION

- a. All information contained in this Proposal is public information, and as such will be handled in accordance with chapter 119, Florida Statutes.

11. ADDITIONAL INFORMATION

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

12. QUESTIONS

- a. Any questions about the REQUEST FOR PROPOSAL should be communicated per instructions in the REQUEST FOR PROPOSAL.

CITY OF FERNANDINA BEACH, FLORIDA
RFP 2020-04
ON-CALL ARBORISTS SERVICES

13. INDEMNIFICATION AND INSURANCE

INDEMNIFICATION

The parties recognize that CONTRACTOR/VENDOR is an independent Contractor. CONTRACTOR/VENDOR agrees to assume liability for and indemnify, hold harmless, and defend the CITY, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, arising directly or indirectly out of or in connection with any negligent and/or deliberate act or omission of CONTRACTOR/VENDOR, its officers, employees, agents, and representatives. CONTRACTOR/VENDOR's liability hereunder shall include all

attorney's fees and costs incurred by the CITY in the enforcement of this indemnification provision. This includes claims made by the employees of CONTRACTOR/VENDOR against the CITY and CONTRACTOR/VENDOR hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement. Nothing contained in the foregoing indemnification shall be construed to be a waiver of any immunity or limitation of liability the CITY may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

INSURANCE

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

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

- A. Worker's Compensation and Occupational Disease Insurance in accordance with the applicable law or laws; Employer's Liability Insurance with limit of at least One Million (\$1,000,000) Dollars. This includes sole proprietorships and officers of corporations who will be performing work on the job.
- B. Commercial General Liability with a combined Bodily Injury and Property Damage limit of not less than ONE Million (\$1,000,000.00) Dollars per occurrence and TWO Million (\$2,000,000) Dollars in the aggregate. The aggregate must be applicable on a per project basis. Coverage must include the following perils:

CITY OF FERNANDINA BEACH, FLORIDA
RFP 2020-04
ON-CALL ARBORISTS SERVICES

1. Broad Form Blanket Contractual Liability for liability assumed under this Contract and all other Contracts relative to the project.
 2. Completed Operations/Products Liability.
 3. Broad Form Property Damage
 4. Personal and Advertising Injury Liability
 5. Independent Contractors
 6. Endorsements must be furnished reflecting the inclusion of the interests of Owner, Construction Manager, General Contractor, Contractor, (your company) , their officers, directors, partners, representatives, agents and employees, and naming each as an Additional Insured on a primary and non-contributing basis.
 7. Coverage is to be endorsed to reflect that insurance is to be primary and non-contributory with respect to any other collectable insurance, for the Owner, General Contractor, Contractor, (your company) and all other parties required to be named as additional insureds.
 8. Coverage is to be provided on an "occurrence" basis with carriers licensed and admitted to doing business in the State of [your state] or otherwise acceptable to the Contractor (your company).
 9. A copy of policy and/or endorsement(s) and any other documents required to verify such insurance are to be submitted with the appropriate certificate(s), or upon the request of Contractor (your company). Failure to provide these documents is not to be construed as a waiver of the requirements to provide such insurance.
- * C. Commercial Automobile Liability Insurance covering the use of all Owned, Non-Owned, and Hired Vehicles with combined Bodily Injury and Property Damage Limit of at least One Million (\$1,000,000.00) Dollars.
- D. Umbrella I Excess Liability Insurance with a limit of no less than One Million (\$1,000,000) Dollars minimum per occurrence.
- E. During the term of this agreement, (if applicable) the Contractor/Vendor will carry Professional Liability Insurance which will cover liability for any damage or non-performance on account of any error, omission, or other provable negligence caused by the Contractor/Vendor. The amount of insurance shall not be less than \$1,000,000 per occurrence and aggregate.
- F. Loss Deductible – If the insurance of any CONTRACTOR/VENDOR contains deductible(s), penalty(s) or self-insured retention(s), the CONTRACTOR/VENDOR Whose insurance contains such provision(s) shall be solely responsible for payment of such deductible(s), penalty(s) or self-insured retention(s).
- G. Where an Off Project Site Property exposure exists, the Contractor at its sole expense shall furnish to the Owner and Contractor (your company) Certificates of Insurance and other required documentation evidencing the following coverage which shall provide for the interests of [Name of Owner] , [Name of General Contractor] and (your company) to be named as Loss Payees and shall

CITY OF FERNANDINA BEACH, FLORIDA
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contain a provision requiring the insurance carriers to waive their rights of subrogation against all indemnities named in the contract.

"All Risk" Property Insurance on all materials, equipment and supplies intended to become a permanent part of the construction stored on premises away from the project site and while in transit, until actually delivered to the project site. Coverage is to be provided on a replacement cost basis.

- H. The above insurances shall each contain the following wording verbatim: "[Name of Owner], [Name of General Contractor] , and (your company) are interested in the maintenance of this insurance and it is agreed that this insurance will not be canceled , materially changed or not renewed without at least a thirty (30) day advance written notice to [Name and address of Owner] , [Name and address of General Contractor] and [Name and address of your company] by certified mail-return receipt requested ."
- I. The amount of insurance contained in the aforementioned insurance coverages shall not be construed to be a limitation of the liability on the part of the Subcontractor or any of its Subcontractors.
- J. The Contractor shall file certificates of insurance prior to the commencement of work with the Owner and the General Contractor which shall be subject to the Owner, General Contractor and (your company) approval of adequacy of protection and the satisfactory character of the Insurer.
- K. Any type of insurance or any increase of limits of liability not described above which the Subcontractor requires for its own protection or on account of statute shall be its own responsibility and at its own expense.
- L. The carrying of the insurance described shall in no way be interpreted as relieving the Contractor or Subcontractor of any responsibility of liability under this Contract.
- M. Any policies effected by the Contractor on its Owned and/or Rented Equipment and Materials shall contain a provision requiring the insurance carriers to waive their rights of subrogation against the [Name of Owner], [Name of General Contractor], [Name of Contractor (your company)] and all other indemnities' named in the Contract.
- N. Should the Contractor engage a Subcontractor, the same conditions will apply under this contract to each Subcontractor, however, the retained Subcontractor shall be required to maintain limits of liability of not less than One Million (\$1,000,000.00) Dollars per occurrence and Two Million (\$2,000,000) Dollars in the aggregate, with said limits applicable on a per project basis, or such greater limits as may be required by the retaining Subcontractor.

14. PAYMENT

Payment due hereunder shall be made by the City to CONTRACTOR/VENDOR in accordance with the Florida Prompt Payment Act. The City's preferred method of payment is electronically by credit card/line. Upon award, CONTRACTOR/VENDOR will

CITY OF FERNANDINA BEACH, FLORIDA
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ON-CALL ARBORISTS SERVICES

be contacted by the City's provider, Commerce Bank, to participate in the City's electronic payments program. **CONTRACTOR/ VENDOR must state on Exhibit "A" Contact/Proposal Form whether they accept credit card payments and provide their Accounting Department contact name, phone number and email address.**

15. PROPOSAL PROTESTS

Proposal protest conditions and procedures are in accordance with City Ordinances – Part 2, Chapter 2, Article VII, Division 2, Section 2-444.

16. FEDERAL GRANT MONEY

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

17. LOBBYING

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

CITY OF FERNANDINA BEACH, FLORIDA
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EXHIBITS

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

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2020-117
Interlocal Agreement - Nassau County Board of County Commissioners

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2020-117

SYNOPSIS: The City and County have received complaints from residents on Pheasant Lane (unincorporated County neighborhood east of Citrona Dr.) for years about holes in their backyards and at times "gaping holes" that are caused by a failed stormwater pipe and drainage system installed under Citrona Dr. and running east to Sapelo Court and then to Pheasant Lane terminating in a ditch behind some homes on Pheasant Lane.

It is unclear based on investigation of records whether the City or County installed the failed drainage system. The failed drainage system does accept stormwater from properties located within the City limits. Therefore, City and County Managers agreed verbally to share the costs of repairing the failed stormwater system. The City has agreed to maintain, in perpetuity, a portion of the repaired drainage system located in a newly acquired drainage easement in favor of the City.

FISCAL IMPACT: Repair costs will be split between the City and Nassau County ($\$21,322.10 / 2 = \$10,661.05$). Funds are available in Stormwater Contractual account, 470 53400.

CITY ATTORNEY COMMENTS: See above.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2020-117.

Tammi E. Bach, City Attorney 8/6/2020

Dale L. Martin, City Manager 8/7/2020

Pauline Testagrose, Comptroller 8/7/2020

Date: July 31, 2020

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION: Adopt

RESOLUTION 2020-117

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS AND THE CITY OF FERNANDINA BEACH TO SHARE THE COST OF REPAIRING A FAILED STORMWATER SYSTEM ON PHEASANT LANE OFF OF CITRONA DRIVE; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fernandina Beach and Nassau County has determined it to be in the best interests of the citizens of Fernandina Beach and Nassau County to coordinate the efforts of the City and County to repair a broken stormwater system on Pheasant Lane (the “Work”); and

WHEREAS, the area where the work is to be performed is located in the unincorporated part of Nassau County; however, stormwater from inside the City limits drains through the stormwater system in the area of the work; and

WHEREAS, the City and County desire to share the total costs of the work equally; and

WHEREAS, the City’s Stormwater Engineer has coordinated with property owners, engineers and contractors to get legal permissions to complete the work, some of which will require access to private property; and

WHEREAS, the City will maintain the portion of the work that is located in a drainage easement in favor of the City, and the County will maintain the portions of the work located in County rights-of-way and easements in favor of the County.

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

SECTION 1. INTERLOCAL AGREEMENT– The City Commission hereby authorizes the Mayor to execute an Interlocal Agreement with the Nassau County Board of County Commissioners agreeing to share the cost of stormwater system improvements on Pheasant Lane off of Citrona Drive.

SECTION 2. FILING – This Interlocal Agreement, attached hereto as Exhibit “A”, shall be filed with the Clerk of the Circuit Court of Nassau City, Florida, prior to its effective date in accordance with Florida Statutes, 163.01 Florida Interlocal Cooperation Act of 1969.

ADOPTED this 18th day of August, 2020.

CITY OF FERNANDINA BEACH

JOHN A. MILLER
Commissioner – Mayor

ATTEST:

CAROLINE BEST
City Clerk

APPROVED AS TO FORM AND LEGALITY:



TAMMI E. BACH
City Attorney

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT entered into this ____ day of _____, 2020, by and between the **CITY OF FERNANDINA BEACH, FLORIDA, a municipal corporation**, hereinafter referred to as "CITY", and the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, a political subdivision of the State of Florida**, hereinafter referred to as "COUNTY".

WHEREAS, the CITY and the COUNTY have determined it to be in the best interests of the citizens of Fernandina Beach and Nassau County to coordinate the efforts of the CITY and the COUNTY to repair a broken stormwater system on Pheasant Lane (the "Work"); and

WHEREAS, the area where the Work is to be performed is located in the unincorporated part of Nassau County; however, stormwater from inside the City limits drains through the stormwater system in the area of the Work;

WHEREAS, the CITY and COUNTY desire to share the total costs of the Work equally; and

WHEREAS, the CITY's Stormwater Engineer has coordinated with property owners, engineers and contractors to get legal permissions to complete the Work, some of which will require access to private property.

NOW, THEREFORE, the CITY and the COUNTY agrees as follows:

1. The CITY will manage and coordinate the Work through completion.
2. The cost estimate for the Work is attached hereto as Exhibit "1", a total cost estimate of \$21,322.10, which is \$10,661.05 for each CITY and COUNTY. The CITY has incurred expenses in preparation for the Work which are included in Exhibit "1" or provided in-kind to the COUNTY.
3. The COUNTY agrees to reimburse and pay the City for 50% of all the documented actual costs for the Work within 45 calendar days of receipt of a written payment request from the CITY.
4. The CITY will maintain the portion of the Work located within a drainage easement in favor of the City. The COUNTY will maintain other portions of the Work located in COUNTY rights-of-way and easements in favor of the COUNTY.

5. **SEVERABILITY** – If any section, clause, or provision of this Agreement is held invalid, the remainder of this Agreement shall be construed as not having contained said section, clause, or provision, and shall not be affected by said holding.
6. **NO AGENCY** – Nothing contained herein shall be construed to constitute either of the parties, nor any of its agents or employees, as the agent of the other.
7. **TERM** – This Agreement shall continue in effect until terminated by either party upon ten (10) days written notice to the other.
8. **AUTHORITY** – Each of the parties represents to the other that the execution of this Agreement has been duly and properly authorized by the governing bodies of each or the parties, and each has full authority to execute the same through its representative whose signatures appear below.
9. **FILING** – This Interlocal Agreement shall be filed with the Clerk of the Circuit Court of Nassau County, Florida, prior to its effective date, in accordance with Florida Statutes, 163.01(11).

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA

DANIEL B. LEEPER
Its: Chairman

ATTEST AS TO CHAIRMAN’S SIGNATURE:

JOHN A. CRAWFORD
Its: Ex-Officio Clerk
Approved as to form:

MICHAEL S. MULLIN
Its: County Attorney

CITY OF FERNANDINA BEACH

JOHN A. MILLER
Its: Commissioner-Mayor

ATTEST:

CAROLINE BEST
Its: City Clerk

APPROVED AS TO FORM AND LEGALITY:



TAMMI E. BACH
Its: City Attorney

Pipe repair/upgrade cost estimate

Item	Qty	Cost	Price
36" HDPE pipe	270	\$38.23	\$10,322.10
Survey and easement desc.	1	\$2,500.00	\$2,500.00
Equipment rental	1	\$3,500.00	\$3,500.00
labor	5	\$1,000.00	\$5,000.00
Total			\$21,322.10

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2020-118
Purchase Approval - Fastenal / Budget Amendment - Marina

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2020-118

SYNOPSIS: During the rebuild of the marina, it was discovered that the hardware underneath the decks along the shoreline had deteriorated and needed repair. Upon engineer review, it was determined that additional hardware should be installed to preserve and extend the life of the structure.

Staff may perform this work in-house and has obtained quotes on approximately 1,200 stainless hurricane straps and 1,500 galvanized lag screws. Exhibit A provides a quote of hardware that is available through National IPA, under Contract #R192001. Staff recommends purchasing the hardware in amount not to exceed \$22,000. This purchase is made pursuant to Section 2-431(4) of the City Purchasing Policy which allows for cooperative purchasing without a separate competitive bid process.

Funds were not budgeted for this purchase. According to Code Sec 2-412 and Charter Section 74, the City Commission must approve any budget transfers over \$7,500. Funds in the amount of \$22,000 are available for transfer from Marina Contractual account, 480 53400, to Marina Repairs and Maintenance Buildings and Grounds account, 480 54610.

FISCAL IMPACT: Funds in the amount of \$22,000 are available for this transfer.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2020-118.

Jeremiah Glisson, Fleet & Facilities Maintenance Director	8/7/2020
Dale L. Martin, City Manager	8/10/2020
Tammi E. Bach, City Attorney	8/11/2020
Katie Newton, Legal Assistant	8/11/2020

Date: July 27, 2020

Submitted By: Pauline Testagrose, Comptroller

COMMISSION ACTION: Adopt

RESOLUTION 2020-118

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING THE COOPERATIVE PURCHASE OF HARDWARE FROM FASTENAL IN AN AMOUNT NOT TO EXCEED \$22,000; APPROVING AN AMENDMENT TO THE BUDGET FOR FISCAL YEAR 2019/2020; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, during the rebuild of the Marina it was discovered that the hardware underneath the decks along the shoreline has deteriorated and needs repair. Upon engineer review, it was determined that additional hardware should be installed to preserve and extend the life of the structure; and

WHEREAS, staff may perform this work in house and has obtained quotes on approximately 1,200 stainless hurricane straps and 1,500 galvanized lag screws. Fastenal has provided a quote of hardware, attached hereto as Exhibit "A", that is available through National IPA, under Contract #R192001; and

WHEREAS, when the Marina fiscal year 2019/2020 budget was prepared, the purchase of the underside hardware for the deck was not anticipated; and

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

WHEREAS, staff recommends the cooperative purchase of the hardware from Fastenal and a transfer of \$22,000 from Marina Contractual account, 480 53400, to Marina Repairs and Maintenance Buildings and Grounds account, 480 54610.

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 cooperative purchase of underside deck hardware from Fastenal in an amount not to exceed \$22,000 and a budget transfer of \$22,000 from the Marina Contractual account, 480 53400, to the Marina Repairs and Maintenance Building and Grounds account, 480 54610.

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

ADOPTED this 18th 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



Price Quotation
CONFIDENTIAL

CITY OF FERNANDINA BEACH-MAINTENANC
1017 SOUTH 5TH ST
FERNANDINA BEACH, FL 32034-4230
ATTN: Jeremiah Glisson

Phone: 904-277-7383
Fax:
Contract No: Per National IPA R192001

Account #: FRFL0021
Quote #: 43579
Job #: Boardwalk Straps and Nails

Due Date:
Expiration Date: 08/26/2020
PO #:

<u>Part #</u>	<u>Customer Part #</u>	<u>Description</u>	<u>Quantity</u>	<u>Price/EA</u>	<u>Extended Price</u>
2143225		ST 1-1/4 x 18 SS	1,150	\$9.0660	\$10,425.90
1-1/4 x 18 Stainless Steel Strap Tie					
0206618		2-1/4"x.092"WireCFN	25,200	\$0.0643	\$1,620.36
2-1/4" x .092" Stainless Steel 15 DEG Wire Coil Framing Nail					

USD Subtotal: \$12,046.26
Shipping & Handling: \$55.87

USD Total: \$12,102.13

Thank you,

FASTENAL
96076 Chester Road
YULEE, FL 32097
Phone: 904/225-4824
Fax: 904/225-4825
E-mail: FLFER@stores.fastenal.com



*Shipping & Handling charges are subject to change.

Price Quotation CONFIDENTIAL

CITY OF FERNANDINA BEACH-MAINTENANC
1017 SOUTH 5TH ST
FERNANDINA BEACH, FL 32034-4230
ATTN: Jeremiah Glisson

Phone: 904-277-7383
Fax:
Contract No: Per National IPA R192001

Account #: FRFL0021
Quote #: 42983
Job #: Boardwalk Lag Bolts

Due Date:
Expiration Date: 08/7/2020
PO #:

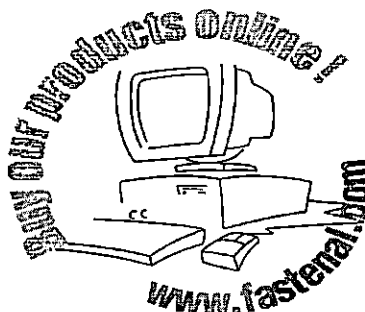
<u>Part #</u>	<u>Customer Part #</u>	<u>Description</u>	<u>Quantity</u>	<u>Price/EA</u>	<u>Extended Price</u>
22496		3/4x18GalvHex Lag	750	\$5.0250	\$3,768.75
3/4"-4.5 x 18" Grade A Hot Dip Galvanized Finish Hex Head Lag Screw					
1133186		3/4 USS F/W GALV	1,500	\$0.3450	\$517.50
3/4" x 2.000" OD Low Carbon Hot Dipped Galvanized Finish Steel USS General Purpose Flat Washer					
22495		3/4x16GalvHex Lag	750	\$4.8050	\$3,603.75
3/4"-4.5 x 16" Grade A Hot Dip Galvanized Finish Hex Head Lag Screw					

USD Subtotal: \$7,890.00
Shipping & Handling: \$0.00

USD Total: \$7,890.00

Thank you,

FASTENAL
96076 Chester Road
YULEE, FL 32097
Phone: 904/225-4824
Fax: 904/225-4825
E-mail: FLFER@stores.fastenal.com



*Shipping & Handling charges are subject to change.



Maintenance, Repair and Operations (MRO) Supplies & Related Services
Executive Summary

Lead Agency: Region 4 ESC

Solicitation: 19-20

RFP Issued: October 28, 2019

Pre-Proposal Date: November 12, 2019

Response Due Date: December 9, 2019

Proposals Received: 9

Awarded to: 

Contract # R192001

The Board of Directors of Region 4 Education Service Center (ESC) issued RFP 19-20 on October 28, 2019, to establish a national cooperative contract for Maintenance, Repair and Operations (MRO) Supplies & Related Services.

The solicitation included cooperative purchasing language in Section I. Scope of Work:

NATIONAL CONTRACT

Region 4 ESC, as the Principal Procurement Agency, defined in Appendix D, has partnered with OMNIA Partners to make the resultant contract (also known as the "Master Agreement" in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. The Region 4 is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a "Participating Public Agency"). Appendix D contains additional information about OMNIA Partners and the cooperative purchasing agreement.

Notice of the solicitation was sent to potential offerors, as well as advertised in the following:

- Region 4 ESC website
- OMNIA Partners, Public Sector website
- USA Today, nationwide
- Arizona Business Gazette, AZ
- San Bernardino Sun, CA
- Honolulu Star-Advertiser, HI
- The Advocate – New Orleans, LA
- New Jersey Herald, NJ
- Times Union, NY
- Daily Journal of Commerce, OR
- The State, SC
- Houston Community Newspapers, Cy Creek Mirror, TX
- Deseret News, UT
- Richmond Times, VA
- Seattle Daily Journal of Commerce, WA
- Helena Independent Record, MT

On December 9, 2019 proposals were received from the following offerors:

- Facility Solutions Group
- Fastenal Company
- W.W. Grainger, Inc.
- Hi-Line Electric., Inc.
- Kimball Midwest
- Lawson Products
- Lowe's
- Northern Safety & Industrial
- Wesco Distribution, Inc.

The proposals were evaluated by an evaluation committee. Using the evaluation criteria established in the RFP, the committee determined that Fastenal Company demonstrated the ability to provide the products and services outlined in the solicitation while offering competitive pricing to members.

Region 4 ESC executed agreements with a contract effective date of April 1, 2020.

Contract Highlights:

Committed to serving government customers, driving out waste, and presenting opportunities for cost savings through proven value-added solutions, including vending technology, vendor managed inventory programs, and onsite solutions. Committed to building relationships with, and purchasing goods and services from, qualified small and diverse businesses to the maximum extent possible while meeting standards for quality and reliability. Not limited to just Woman-Owned and Minority-Owned Business Enterprises; also support and offer products supplied by SBE, SDB, SVOB, SDVOB, and HUBZone certified businesses.

Contract includes:

- More than 3,100 locations
- Contract pricing on all product categories
- 24-hour emergency service
- Just-in-time ordering and fast fulfillment delivery
- Local service and delivery
- Solutions based vendor managed inventory programs

Term:

Initial three-year agreement from April 1, 2020 through March 31, 2023 with the option to renew for two (2) additional one-year periods through March 31, 2025.

Pricing/Discount:

Pricing structure represents a "ceiling price" (discounts are based on wholesale pricing on the effective date of purchase).

OMNIA Partners, Public Sector Web Landing Page:

<https://www.omniapartners.com/publicsector/contract/supplier-contracts/fastenal>



Products

Keyword, Part Number or X-Ref

Catalogs

Rebates & Flyers

Services & Resources

Account
CareersBranch
FeedbackCart
Help
Products
Browse

My Account
Sign In or Register

My Branch
Find a Branch

My Cart
Items(0)

[Home](#) > [Services & Solutions](#) > [Government & Related Industries](#) > [State and Local Contracts & Cooperatives](#) > OMNIA Partners

OMNIA Partners



Fastenal: Facilities Maintenance & Construction Supplies

Contract #R192001 – MRO Equipment, Supplies & Related Items/Services

Fastenal and OMNIA Partners make cooperative purchasing simple. Use Contract #R192001 for MRO Equipment, Supplies, and related Items/Service OMNIA Partners members with quality Maintenance, Repair & Operation (MRO) supplies and services. Our offering spans 18 product categories available nationwide. In addition to our branches, OMNIA Partners customers can shop online at Fastenal.com.

About OMNIA Partners

OMNIA Partners is a national governmental purchasing cooperative, established in 1997 whose contracts have been competitively bid and awarded, by a governmental entity serving in the lead agency role, to national vendors for commonly purchased products and services, including facilities, furniture, office supplies and equipment, security systems and technology. Entities that must comply with purchasing procedures mandated by state laws and regulations, like public and private schools, colleges and universities, cities, counties, nonprofits, and all governmental entities, use OMNIA Partners contracts to increase their efficiency and economy when procuring goods and services. As a national purchasing cooperative, OMNIA Partners leverages one of the largest pools of purchasing potential and allows agencies to receive a combined buying power regardless of the entity's size. For more information about OMNIA Partners, please visit www.omniapartners.com.

Fastenal Quick Facts

- More than 3,100 locations
- 24-hour emergency service
- Local service and delivery
- Flexible purchasing options: walk-in, phone, fax, or e-commerce
- Contract pricing on all product categories
- Just-in-time ordering and fast fulfillment delivery
- Solutions based vendor managed inventory programs
- FAST Solutions – Simple, Affordable Industrial Vending

OMNIA Partners Members Receive Discounts On...

- HVAC
- Lighting
- Material Handling Repairs
- Motors and Accessories
- Fasteners
- Flashlights
- Paint and Accessories
- Pneumatic Tools
- Safety
- Welding and Soldering
- Air Filters
- Cleaning
- Security
- Electrical Repairs and Equipment
- Batteries
- Outdoor Garden Supplies and Equipment
- Plumbing
- Power Tools and Accessories
- Hand Tools

*Note: You must be logged in to view your OMNIA Partners contract pricing. See below for directions on how to get started!



How to Get Started

Products

Keyword, Part Number or X-Ref

Account

Branch

Cart

Open an account at a local Fastenal Branch

1. Contact your local Fastenal Branch
2. Identify yourself as a State agency or political subdivision (please have your sales tax exemption number or certificate available)
3. Once you open an account, your local branch will report the account number to Fastenal's Government Sales Support department for set-up under the OMNIA Partners Contract (please allow 3 -5 business days for processing)

If you need assistance or want to place an order today, please contact Fastenal's Contract help desk toll-free at 877-507-7555 or email govsales@fastenal.com.

Register your account on Fastenal.com

Contact your local branch to validate your email address and account number. Once your email has been updated to your account, allow 24 hours before registering on Fastenal.com via the following steps:

1. Click on My Account
2. Click on Register and enter E-mail, Username, and Password
3. Enter the Security Code received via e-mail
4. Select "Government Contract" and enter contact info
5. Select the best option under "Do you have a Fastenal Account Number?"
 - "Yes, and I have two invoices from my account" – Account info will automatically link
 - "Yes, but I do not have two invoices from my account" – Account info will link when the Fastenal branch verifies your information
 - "No, I do not have a Fastenal account" – Call your local branch to set up an account which can be linked later

****Note: If you have any issues registering on www.fastenal.com, please contact your local branch or Fastenal's government specialists at govsales@fastenal.com or by phone at 877-507-7555.

Are You Registered with OMNIA Partners?

If so, please see How to Get Started below.

If not, you must first register at www.omniapartners.com. There is no cost and it only takes a few minutes.

Contact Information

- | | |
|---|---|
| <ul style="list-style-type: none"> • Erik McKenna, Director Government Sales
emckenna@fastenal.com
360-220-5683 • Bill Franssen, Director Government Sales
wfransse@fastenal.com
757-342-6123 | <ul style="list-style-type: none"> • Richard Warren, Director of Government Sales
riwarren@fastenal.com
252-944-1772 • Zach Wise, Contract Manager
zwise@fastenal.com
507-313-7206 |
|---|---|

In order to receive the pricing and benefits of this contract, a member or eligible entity is required to complete the Contract Participation form. By submitting this form, you are linking your account to the OMNIA Partners contract, allowing you to take advantage of the OMNIA Partners contract pricing and benefits. If you do not have a Fastenal account number, a Fastenal representative will be in touch with you.

Please contact govcoordinators@fastenal.com if you have any questions.

Administration of this request will take 3-5 business days. For immediate purchase of this contract, contact 877-507-7555.

Register Your Account on Fastenal.com

Contact your local branch to validate your email address and account number. Once your email has been updated to your account, allow 24 hours before registering on Fastenal.com via the following steps:

1. Click on My Account
2. Click on Register and enter E-mail, Username, and Password
3. Enter the Security Code received via e-mail
4. Select "Government Contract" and enter contact info

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Ordinance 2020-28
Master Fee Schedule

ITEM TYPE: Ordinances (w/ fiscal impact)

REQUESTED ACTION: Consider Ordinance 2020-28 at First Reading.

SYNOPSIS: With the development of the annual City budget, all departments are required to evaluate the fees charged for each of our services. The City sets the fees based on the cost to provide the services and facility rentals.

City staff has evaluated all of the proposed fees and charges and are proposing the following amendments to cover the operational and debt service costs to provide each of the programs and services.

FISCAL IMPACT: See above summary.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission approve proposed Ordinance 2020-28 at First Reading.

Dale L. Martin, City Manager	8/7/2020
Pauline Testagrose, Comptroller	8/7/2020
Tammi E. Bach, City Attorney	8/7/2020
Katie Newton, Legal Assistant	8/11/2020

Date: May 18, 2020

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION: Approve

ORDINANCE 2020-28

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, ESTABLISHING AND AMENDING FEES FOR THE AIRPORT, BUILDING, BUSINESS/CODE ENFORCEMENT, CEMETERY, CITY CLERK'S OFFICE, CITY MANAGER'S OFFICE, FIRE, GOLF COURSE, MARINA, PARKS AND RECREATION, PLANNING, POLICE, SANITATION, STORMWATER, STREETS, WASTEWATER, WATER, AND IMPACT FEES, EXCLUDING WATER AND SEWER IMPACT FEES FOR FY 2020/2021; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Fernandina Beach must establish and amend user fees by Ordinance; and

WHEREAS, each year fees are reviewed and revised to ensure that the cost of providing services is fully covered by an appropriate user fee; and

WHEREAS, the fees for the Airport, Building, Business/Code Enforcement, Cemetery, City Clerk's Office, City Manager's Office, Fire, Golf Course, Marina, Parks and Recreation, Planning, Police, Sanitation, Stormwater, Streets, Wastewater, Water, and Impact Fees (excluding Water and Wastewater Impact Fees) have been reviewed and revised based on the cost to provide the services and facility rentals.

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

SECTION 1. The City Commission hereby approves the amended Master Fee Schedule, attached hereto as Exhibit "A," consisting of the Airport, Building, Business/Code Enforcement, Cemetery, City Clerk's Office, City Manager's Office, Fire, Golf Course, Marina, Parks and Recreation, Planning, Police, Sanitation, Stormwater, Streets, Wastewater, Water, and Impact Fees, excluding Water and Wastewater Impact Fees for Fiscal Year 2020/2021.

SECTION 2. If any section, subsection, sentence, clause, phrase of this Ordinance, or the particular application thereof, shall be held invalid by any court, administrative agency or other body with appropriate jurisdiction, the remaining sections, subsections, sentences, clauses and phrases under application shall not be affected thereby.

SECTION 3. This Ordinance shall take effect on October 1, 2020.

ENACTED this 15th day of September, 2020.

CITY OF FERNANDINA BEACH

John A. Miller
Commissioner – Mayor

ATTEST:

Caroline Best
City Clerk

APPROVED AS TO FORM AND LEGALITY:



Tammi E. Bach
City Attorney

AIRPORT

Current Fee:

Ground Lease Rental Rate (annually)

Aeronautical

North Area unimproved land with utilities available	\$0.20 Per Square Foot (Annually)
North Area improved land, site ready with utilities available	\$0.22 Per Square Foot (Annually)
East Area unimproved land with utilities available	\$0.20 Per Square Foot (Annually)
East Area improved land with utilities available	\$0.22 Per Square Foot (Annually)
East Area improved land to include taxi lane/roadway and utilities available	\$0.25 Per Square Foot (Annually)

Non-Aeronautical

North or East Area unimproved land with utilities available	\$0.30 Per Square Foot (Annually)
North or East Area improved land with utilities available	\$0.35 Per Square Foot (Annually)

Existing Commercial Facility Rental Rate

Commercial Hangar Space	As Negotiated
Professional Office Space	As Negotiated

Proposed Fee:

Ground Lease Rental Rate (annually)

Aeronautical

Aeronautical land lease rate	\$0.20 Per Square Foot (Annually)
North Area improved land, site ready with utilities available	\$0.22 Per Square Foot (Annually)
East Area unimproved land with utilities available	\$0.20 Per Square Foot (Annually)
East Area improved land with utilities available	\$0.22 Per Square Foot (Annually)
East Area improved land to include taxi lane/roadway and utilities available	\$0.25 Per Square Foot (Annually)

Non-Aeronautical

North or East Area unimproved land with utilities available	\$0.30 Per Square Foot (Annually)
Non-aeronautical land lease rate	\$0.35 Per Square Foot (Annually)

Existing Commercial Facility Rental Rate

Commercial Hangar Space	As Negotiated
Professional Office Space	As Negotiated

FBO and SASO Fee Schedule

Facility Leasehold (FBO or SASO)	
Requires lease, monthly facility rent per square foot and leaseholder provides improvements within facility.	Facility Rent Charge or as negotiated
Ground Leasehold (FBO or SASO)	
Requires lease, monthly ground rent per square foot based on land area rented and leaseholder provides improvements on land.	Facility Rent Charge or as negotiated
Sublease to FBO	
Aeronautical Sublease as specifically permitted under FBO Lease – agreement between the FBO and sub-lessee and requires City approval	Included in FBO lease
Aeronautical Sublease but not specifically permitted under FBO Lease – for sub-lessee SASO requires an annual airport operating permit and approval from the City in addition to agreement between the FBO and SASO sub-lessee. The sub-lessee SASO must meet Airport Minimum Standards for Commercial Activities.	\$150.00/yr
Non-Aeronautical Sublease if not specifically permitted under FBO lease – the sub-lessee requires approval and an agreement with the City in addition to any agreement between the FBO and sub-lessee. City would normally receive revenue from non-aeronautical sub-lease.	As negotiated
Sublease to SASO by leasehold SASO	
Must meet Airport Minimum Standards for Commercial Activities for the SASO to be operated. The sub-lessee SASO requires an annual airport operating permit and approval from the City in addition to agreement between SASO leasehold and SASO sub-lessee	\$150.00/yr
Independent Aeronautical Operator or Mobile Service Provider With Employees and/or advertises via signs, website, publications, or telephone directory	

FBO and SASO Fee Schedule

Facility Leasehold (FBO or SASO)	
Requires lease, monthly facility rent per square foot and leaseholder provides improvements within facility.	Facility Rent Charge or as negotiated
Ground Leasehold (FBO or SASO)	
Requires lease, monthly ground rent per square foot based on land area rented and leaseholder provides improvements on land.	Facility Rent Charge or as negotiated
Sublease to FBO	
Aeronautical Sublease as specifically permitted under FBO Lease – agreement between the FBO and sub-lessee and requires City approval	Included in FBO lease
Aeronautical Sublease but not specifically permitted under FBO Lease – for sub-lessee SASO requires an annual airport operating permit and approval from the City in addition to agreement between the FBO and SASO sub-lessee. The sub-lessee SASO must meet Airport Minimum Standards for Commercial Activities.	\$150.00/yr
Non-Aeronautical Sublease if not specifically permitted under FBO lease – the sub-lessee requires approval and an agreement with the City in addition to any agreement between the FBO and sub-lessee. City would normally receive revenue from non-aeronautical sub-lease.	As negotiated
Sublease to SASO by leasehold SASO	
Must meet Airport Minimum Standards for Commercial Activities for the SASO to be operated. The sub-lessee SASO requires an annual airport operating permit and approval from the City in addition to agreement between SASO leasehold and SASO sub-lessee	\$150.00/yr
Independent Aeronautical Operator or Mobile Service Provider With Employees and/or advertises via signs, website, publications, or telephone directory	

Current Fee:

This is a business and requires an annual airport operating permit and approval from the City. Must meet the applicable Airport Minimum Standards for Commercial Activities.	\$150.00/yr	<u>Proposed Fee:</u>	This is a business and requires an annual airport operating permit and approval from the City. Must meet the applicable Airport Minimum Standards for Commercial Activities.	\$150.00/yr
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Current Fee:		Proposed Fee:	
Independent Aeronautical Operator or Mobile Service Provider Doing Annual Business on the Airport		Independent Aeronautical Operator or Mobile Service Provider Doing Annual Business on the Airport	
Either full time presence as a tenant or local based operator or occasional or part-time presence – requires an annual airport operating permit and approval from the City. Must meet the applicable Airport Minimum Standards for Commercial Activities. Example: Free-lance flight instructor.	\$150.00/yr	Either full time presence as a tenant or local based operator or occasional or part-time presence – requires an annual airport operating permit and approval from the City. Must meet the applicable Airport Minimum Standards for Commercial Activities. Example: Free-lance flight instructor.	\$150.00/yr
Independent Aeronautical Operator or Mobile Service Provider Who Does Five (5) Days or Less of Annual Business on the Airport to no more than One (1) Airport Client		Independent Aeronautical Operator or Mobile Service Provider Who Does Five (5) Days or Less of Annual Business on the Airport to no more than One (1) Airport Client	
Requires an annual airport operating permit and approval from the City. Must meet the applicable Airport Minimum Standards for Commercial Activities. NOTE: client must be specifically named and also sign permit.	\$50.00/yr*	Requires an annual airport operating permit and approval from the City. Must meet the applicable Airport Minimum Standards for Commercial Activities. NOTE: client must be specifically named and also sign permit.	\$50.00/yr*
NOTE: The City desires to help an Independent Aeronautical Operator or Mobile Service Provider to establish a business, prosper and convert to a leasehold business. Operating as Independent Aeronautical Operator/Mobile Service Provider is allowed by the City only to assist in the establishment of a business toward becoming a leasehold tenant. Such operators/providers are not guaranteed continued operation if leasehold tenant is doing similar business on the airport.		NOTE: The City desires to help an Independent Aeronautical Operator or Mobile Service Provider to establish a business, prosper and convert to a leasehold business. Operating as Independent Aeronautical Operator/Mobile Service Provider is allowed by the City only to assist in the establishment of a business toward becoming a leasehold tenant. Such operators/providers are not guaranteed continued operation if leasehold tenant is doing similar business on the airport.	

*=Annual is January 1 - December 31 / Must obtain a City Business License

Note: Sales tax applies when Applicable

Display Signage Fee at Airport Entrance \$20.00/day or \$10.00 per side+

Special Use Permit (non based aircraft)
Banner Pickup \$300.00/yr*
Flight Training or other non-transit commercial use \$300.00/yr*
Balloon/Blimp Mooring – Per Visit (up to five days) \$135.00
Balloon/Blimp Mooring – Each Additional Day \$25.00
NOTE: Requires evidence of insurance, appropriate equipment and appropriate licenses

Ultralight Aircraft Permit
Registration and Facility Use Permit \$125.00/Year

Aircraft Tie-down Fee for City Owned Ramp Parking Area (managed by FBO)

	Parking fee established by FBO and concurred upon by City Manager. The parking fee is to be collected by the FBO and 30% remitted to the Airport.
Single engine/helicopter	"
Multi-engine	"
Light Turbine Aircraft	"
Light Turbine Aircraft	"
Heavy Turbine Aircraft	"
Overnight parking, single engine/helicopter/multi-engine	"
Overnight parking turbine aircraft	"

Aircraft Daily/Monthly Bulk Hangar Rates
Overnight Bulk Hangar Single Engine Less than 40' Wingspan \$30.00
Overnight Bulk Hangar Multi-Engine 48' or Less Wingspan; or Single Engine Greater than 40' Wingspan \$65.00
Overnight Bulk Hangar Multi-Engine greater than 48' Wingspan; or Turbine Engine \$100.00
Monthly Bulk Hangar Single Engine Less than 40' Wingspan \$250.00
Monthly Bulk Hangar Multi-Engine 48' or Less Wingspan; or Single Engine Greater than 40' Wingspan \$325.00
Monthly Bulk Hangar Multi-Engine greater than 48' Wingspan; or Turbine Engine \$500.00
Note: Monthly Bulk Hangar rates CPI adjust in accordance with rental agreements.

Vehicle Parking/Storage Fee

*=Annual is January 1 - December 31 / Must obtain a City Business License

Note: Sales tax applies when Applicable

Display Signage Fee at Airport Entrance \$20.00/day or \$10.00 per side+

Special Use Permit (non based aircraft)
Banner Pickup \$300.00/yr*
Flight Training or other non-transit commercial use \$300.00/yr*
Balloon/Blimp Mooring – Per Visit (up to five days) \$135.00
Balloon/Blimp Mooring – Each Additional Day \$25.00
NOTE: Requires evidence of insurance, appropriate equipment and appropriate licenses

Ultralight Aircraft Permit
Registration and Facility Use Permit \$125.00/Year

Aircraft Tie-down Fee for City Owned Ramp Parking Area (managed by FBO)

	Parking fee established by FBO and concurred upon by City Manager. The parking fee is to be collected by the FBO and 30% remitted to the Airport.
Single engine/helicopter	"
Multi-engine	"
Light Turbine Aircraft	"
Light Turbine Aircraft	"
Heavy Turbine Aircraft	"
Overnight parking, single engine/helicopter/multi-engine	"
Overnight parking turbine aircraft	"

Aircraft Daily/Monthly Bulk Hangar Rates
Overnight Bulk Hangar Single Engine Less than 40' Wingspan \$30.00
Overnight Bulk Hangar Multi-Engine 48' or Less Wingspan; or Single Engine Greater than 40' Wingspan \$65.00
Overnight Bulk Hangar Multi-Engine greater than 48' Wingspan; or Turbine Engine \$100.00
Monthly Bulk Hangar Single Engine Less than 40' Wingspan \$250.00
Monthly Bulk Hangar Multi-Engine 48' or Less Wingspan; or Single Engine Greater than 40' Wingspan \$325.00
Monthly Bulk Hangar Multi-Engine greater than 48' Wingspan; or Turbine Engine \$500.00
Note: Monthly Bulk Hangar rates CPI adjust in accordance with rental agreements.

Vehicle Parking/Storage Fee

Current Fee:

Parking in the Airport Long Term Parking Lot (Gravel Lot East of Airport Terminal) is authorized by permit only at a pre-paid fee of \$60.00 per month or \$5.00 per day. Unpermitted vehicles utilizing the parking lot may be towed at the owner's expense.

Short term parking of vehicles for a period of up to 5 days within the Airport Terminal Daily Lot is authorized at no charge by permit only and parking of the vehicle must be related to aviation use. Parking in the Airport Terminal Daily Lot is at no charge for personal vhcile parking not exceeding 24 consecutive hours. Unpermitted vehicles parking longer than 24 consecutive hours in the Airport Terminal Daily Lot may be towed at the owner's expense.

NOTE: improperly parked vehicles will be subject to tow at owner’s expense.

Proposed Fee:

Parking in the Airport Long Term Parking Lot (Gravel Lot East of Airport Terminal) is authorized by permit only at a pre-paid fee of \$60.00 per month or \$5.00 per day. Unpermitted vehicles utilizing the parking lot may be towed at the owner's expense.

Short term parking of vehicles for a period of up to 5 days within the Airport Terminal Daily Lot is authorized at no charge by permit only and parking of the vehicle must be related to aviation use. Parking in the Airport Terminal Daily Lot is at no charge for personal vhcile parking not exceeding 24 consecutive hours. Unpermitted vehicles parking longer than 24 consecutive hours in the Airport Terminal Daily Lot may be towed at the owner's expense.

NOTE: improperly parked vehicles will be subject to tow at owner’s expense.

Terminal Observation Deck (Max Capacity - 115 Individuals)		Terminal Observation Deck (Max Capacity - 115 Individuals)	
Airport Tenant (Has leasehold or rental on Airport) or City Employee	Other Users	Airport Tenant (Has leasehold or rental on Airport) or City Employee	Other Users
\$50/hr w/\$\$250 daily max	\$100/hour w/\$500 max	\$50/hr w/\$\$250 daily max	\$100/hour w/\$500 max
* Free to governmental agencies when hosting events. Open to public access at no cost sunrise to sunset. Fee above would reserve space for event/function and restrict access by others during that time period. Cleaning fee assessed at the discretion of the Airport Director for events where one-time cleaning by a professional agency may be required following completion of an event.The fee for rental of observation deck or conference room space during the week prior and week of Concours d'Elegance will be as negotiated by the Airport Director.		* Free to governmental agencies when hosting events. Open to public access at no cost sunrise to sunset. Fee above would reserve space for event/function and restrict access by others during that time period. Cleaning fee assessed at the discretion of the Airport Director for events where one-time cleaning by a professional agency may be required following completion of an event.The fee for rental of observation deck or conference room space during the week prior and week of Concours d'Elegance will be as negotiated by the Airport Director.	
Terminal Conference Room (Max Capacity - 46 Individuals)		Terminal Conference Room (Max Capacity - 46 Individuals)	
Airport Tenant (Has leasehold or rental on Airport) or City Employee	Other Users	Airport Tenant (Has leasehold or rental on Airport) or City Employee	Other Users
\$10/hr with 2-hour minimum;	\$35/hour with 2-hour minimum; \$200 per day	\$10/hr with 2-hour minimum;	\$35/hour with 2-hour minimum; \$200 per day
* Free to governmental agencies when hosting events. Open to public access at no cost sunrise to sunset. Cleaning fee assessed at the discretion of the Airport Director for events where one-time cleaning by a professional agency may be required following completion of the event. The fee for rental of observation deck or conference room space during the week prior and week of Concours d'Elegance will be as negotiated by the Airport Director.		* Free to governmental agencies when hosting events. Open to public access at no cost sunrise to sunset. Cleaning fee assessed at the discretion of the Airport Director for events where one-time cleaning by a professional agency may be required following completion of the event. The fee for rental of observation deck or conference room space during the week prior and week of Concours d'Elegance will be as negotiated by the Airport Director.	
Building	Monthly Rent/Unit (Pre-Tax)	Building	Monthly Rent/Unit (Pre-Tax)
Building 1	\$300.00/Month	Building 1	\$300.00/Month
Building 2	\$300.00/Month	Building 2	\$300.00/Month
Building 3	\$300.00/Month	Building 3	\$300.00/Month
Building 4	\$300.00/Month	Building 4	\$300.00/Month
Building 5	\$300.00/Month	Building 5	\$300.00/Month
Building 6	\$300.00/Month	Building 6	\$300.00/Month
Building 7 Units Without Additional Space	\$300.00/Month	Building 7 Units Without Additional Space	\$300.00/Month
Building 8 Units Without Additional Space	\$400.00/Month	Building 8 Units Without Additional Space	\$400.00/Month
Building 9	\$575.00/Month	Building 9	\$575.00/Month
Buildings 1 - 7 Units With Additional Space	\$335.00/Month	Buildings 1 - 7 Units With Additional Space	\$335.00/Month
Building 8 Units With Additional Space	\$435.00/Month	Building 8 Units With Additional Space	\$435.00/Month
Storage Units B,C,D,E,F & H	\$5.60 Annual Rent/Square Foot	Storage Units B,C,D,E,F & H	\$5.60 Annual Rent/Square Foot
Storage Units A & G	\$12.00 Annual Rent/Square Foot	Storage Units A & G	\$12.00 Annual Rent/Square Foot
*Note: These base rates were established in 2018 and will be annually adjusted by CPI or following a market rate analysis in accordance with the rental agreement provisions.		*Note: The rates above are the base rates established in 2018 and these rates will be annually adjusted by CPI or in accordance with rental agreement provisions.	

+ Corresponds to the charge for use of other City signs

NOTE: All fees and rents plus applicable state sales tax and any required applicable ad valorem taxes.

+ Corresponds to the charge for use of other City signs

NOTE: All fees and rents plus applicable state sales tax and any required applicable ad valorem taxes.

<u>BUILDING</u>	<u>Current Fee:</u>	<u>Proposed Fee:</u>
<u>Administrative</u>		
Letters of code determination for building or code/administrative issues provided by the Building Official	\$50.00	\$100.00
Certificate of Occupancy re-issuance for existing structures (inspection required)	\$25.00	\$25.00
Flood Zone Determination Letter	\$50.00	\$125.00
Renew expired/revoked permit	25% of original permit fee	35% of original permit fee
Oversize Building plans (for drop off to Printer)		
Flat fee collected at time of request	\$15.00 flat fee + cost of copies	
NSF Check Fees		
Face Value of Check less than \$50.00	\$25.00	\$25.00
Face Value of Check \$50.00 to \$299.99	\$30.00	\$30.00
\$300 and up	\$40.00 or 5% of Face Value (whichever is greater)	\$40.00 or 5% of Face Value (whichever is greater)
<u>Building Code, residential/commercial:</u>		
Jobs less than \$1,000	\$50.00	\$50.00
First \$1,000 of job cost	\$80.00	\$80.00
Plus for each additional \$1,000 of job cost	\$7.00	\$7.00
<u>Remodeling</u>		
Jobs less than \$1,000	\$50.00	\$50.00
First \$1,000 of job cost	\$80.00	\$80.00
Plus for each additional \$1,000 of job cost	\$7.00	\$7.00
<u>Plan Review</u>	50% of Building Permit cost	50% of Building Permit cost (paid at time of submittal)
<u>Foundation Only Permit (no deduction from permit fee)</u>	25% of Building Permit cost	25% of Building Permit cost (paid at time of submittal)
<u>Fence (structural)</u>		
First \$1,000 of job cost	\$50.00	\$50.00
Plus for each additional \$1,000 of job cost	\$7.00	\$7.00
<u>Roofing residential/commercial</u>		
Roofing permits for new construction are separate from the building permit Expection: 1 Sq does not require a permit Re-roofing or New Roof (all materials)		
First \$2,000 of job cost	\$80.00	\$80.00
Plus for each additional \$1,000 of job cost	\$7.00	\$7.00
<u>Misc Permits</u>		
Siding up to 10 sq. (over \$1000.00 cost revert to permit schedule fee)	\$80.00 80.00 + 7.00 each additional \$1000	\$80.00 80.00 + 7.00 each additional \$1000
Pre-fab Accessory structures (between 151 SF to 250 SF non-aluminum)	Per ICC Data + Plan Review Fee	Per ICC Data + Plan Review Fee
Pre-fab Accessory structures (between 250 SF + non-aluminum)	Per ICC Data + Plan Review Fee	Per ICC Data + Plan Review Fee
Work without a Permit - 4 times the Building Permit Fee		
Foundation Only	25% of new building permit fee	25% of new building permit fee
Plan Review Fee on 4th submission (per F.S. 553.80)	Quadruple Fee	Quadruple Fee
Cell Tower Co - Location Of Structure	\$400.00	\$400.00
Docks (structure only-electrical, plumbing separate)	\$0.30 per square foot or \$210.00 minimum	\$0.30 per square foot or \$210.00 minimum
Irrigation	\$80.00	\$80.00
<u>Plan Revision</u>		
Commercial (1-5 Sheets)	\$50.00	\$50.00
Each Additional Sheet	\$5.00	\$5.00
Residential (1-5 Sheets)	\$40.00	\$40.00
<u>Pre-Review</u>		
Residential	\$150.00	\$150.00
Commercial	\$250.00	\$250.00

	<u>Current Fee:</u>	<u>Proposed Fee:</u>
Fire or Storm Damage Determination for power reconnection	\$35.00	\$35.00
Stocking Permit (no occupancy merely stocking merchandise/inventory)	\$50.00	\$50.00
<u>Construction Trailer Inspection</u>	\$100.00	\$100.00
<u>Demolition</u>		
Up to \$2,000 job cost	\$100.00	\$100.00
Plus for each additional \$1,000 of job cost	\$7.00	\$7.00
<u>Electrical Code</u>		
Single Phase:		
Below 100 Amps	\$60.00	\$60.00
100 Amps	\$70.00	\$70.00
150 Amps	\$80.00	\$80.00
200 Amps	\$90.00	\$90.00
300 Amps	\$105.00	\$105.00
400 Amps	\$115.00	\$115.00
600 Amps	\$125.00	\$125.00
800 Amps	\$140.00	\$140.00
1000 Amps	\$200.00	\$200.00
Three Phase:		
0-150 Amps	\$155.00	\$155.00
151-200 Amps	\$165.00	\$165.00
201-400 Amps	\$195.00	\$195.00
401-600 Amps	\$255.00	\$255.00
601-800 Amps	\$295.00	\$295.00
801-1000 Amps	\$325.00	\$325.00
Interior Wiring or Rewiring:		
Residential	\$80.00	\$80.00
Commercial	\$100.00	\$100.00
Interior Wiring or Rewiring Low Voltage:		
Residential	\$50.00	\$50.00
Commercial	\$50.00	\$50.00
Changeout/Repair - Same Amperage:		
Residential	\$80.00	\$80.00
Commercial	\$100.00	\$100.00
Swimming Pool Wiring:		
Residential	\$50.00	\$50.00
Commercial	\$100.00	\$100.00
Reconnect of Disconnected Service	\$75.00	\$75.00
Temporary Pole	\$75.00	\$75.00
Electrical Safety Inspection (structures without power > 6 months or if requested by utilities)	\$50.00	\$50.00
<u>Gas Code</u>		
First \$1,000 of job cost	\$80.00	\$80.00
Installation of tanks	\$75.00	\$75.00
Each additional \$1,000 of job cost	\$7.00	\$7.00
<u>Mechanical Code</u>		
Change out equipment only - First \$1,000 of job cost (per unit)	\$80.00	\$80.00
New construction or with duct work	\$160.00	\$160.00
Coolers (per unit)	\$160.00	\$160.00
Each additional \$1,000 of job cost	\$7.00	\$7.00
<u>Plumbing Code</u>		
Jobs less than \$1,000 (no plan review and requiring only 1 inspection)	\$50.00	\$50.00
First \$1,000 of job cost	\$80.00	\$80.00
Each additional \$1,000 of job cost	\$7.00	\$7.00
Plus:		
Each roughed or plugged waste outlet	\$7.00	\$7.00
Each fixture or appliance set on new or old roughed	\$7.00	\$7.00
Water heater changeout	\$50.00	\$50.00

<u>Re-inspection Fees</u>	<u>Current Fee:</u>	<u>Proposed Fee:</u>
Fee for all permit types listed:		
First	\$35.00	\$35.00
Second	\$70.00	\$70.00
Third	\$140.00	\$140.00
Partial Inspections	\$35.00	\$35.00
Time Specific Inspection (during regular business hours)	\$75.00	\$75.00
<u>Building Permit Refunds</u>		
Prior to 1st Inspection (not including Notice of Commencement)	50% of fee	50% of fee
After 1st Inspection	No Refund	No Refund
Six months after application submitted or permit issued	No Refund	No Refund
<u>Plan Copies</u>		
Oversize Building plans (Black and White)	\$5.00 per page	
<u>Private Provider</u>		
Residential New Buildings - F.S. 553.791 (2) (a)	Refund \$35.00 per inspection if using Private Provider for inspection.	Refund \$35.00 per inspection if using Private Provider for inspection.
Private Provider - Commercial - New buildings and Additions -	Refund 15% if using Private Provider for plan review.	Refund 15% if using Private Provider for plan review.
Add New Inspector to a Private Provider	\$100.00	\$100.00
<u>After Hours Inspections - Temporary CO's</u>		
Residential	\$100.00	\$100.00
Commercial	\$150.00	\$150.00
<u>After Hour Inspections (M-F after 5 pm or Weekends)</u>	\$75.00 per hour (minimum of four hours)	\$75.00 per hour (minimum of four hours)
<u>New Construction (other than buildings)</u>	\$4.00/\$1,000.00 of estimated cost or fractional part thereof	\$4.00/\$1,000.00 of estimated cost or fractional part thereof

BUSINESS/CODE ENFORCEMENT**Dining with Dogs**

Dining with Dogs Initial Permit	<u>Current Fee:</u> \$40.00 one time fee	<u>Proposed Fee:</u> \$40.00 one time fee
Duplicate Copy of Dining with Dogs Permit	\$25.00	\$25.00

Local Business Tax Receipt

LBTR Fees	See Code Section 74-80	See Code Section 74-80
Duplicate LBTR	\$5.00	\$5.00
Penalty for opening a business without application of LBTR	\$250.00 + cost of LBTR	\$250.00 + cost of LBTR

Right of Way Encroachment

\$35.00 annually	\$35.00 annually
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Resort Rental Dwelling Permit

New application	\$300.00	\$300.00
Annual Renewal	\$200.00	\$200.00
Duplicate Permit	\$5.00	\$5.00
Penalty for Short Term Rental without a Permit	\$1,000.00	\$1,000.00

Vehicle for Hire

Vehicle for Hire: Fernandina Beach-based or Not Permitted by Another Jurisdiction (Medallion, Drivers ID Card, and Permit per vehicle/per driver)	\$150.00 initial application per vehicle	\$150.00 initial application per vehicle
Renewals for Vehicle for Hire: Fernandina Beach-based or Not Permitted by Another Jurisdiction (Medallion, Drivers ID Card, and Permit per vehicle/per driver)	\$150.00 annually per vehicle	\$150.00 annually per vehicle
Vehicle for Hire: Permitted in another jurisdiction (registration and medallion)	\$75.00 initial application per vehicle	\$75.00 initial application per vehicle
Renewals for Vehicle for Hire: Permitted in another jurisdiction (registration and medallion)	\$75.00 per vehicle annually	\$75.00 per vehicle annually
Driver ID Card	\$50.00 per driver annually	\$50.00 per driver annually
Duplicate Medallion	\$40.00 per vehicle	\$40.00 per vehicle
Duplicate Permit	\$35.00 per vehicle	\$35.00 per vehicle
Duplicate Driver ID Cards	\$35.00 per driver	\$35.00 per driver

Street Performers

Individual or Group	\$300.00	\$300.00
Renewals	\$300.00 annually	\$300.00 annually

Street Artist

Renewals	\$300.00	\$300.00
	\$300.00 annually	\$300.00 annually

Signs

Pickup of Illegal Signs	\$25.00	\$25.00
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CITY CLERK'S OFFICE

	<u>Current Fee:</u>	<u>Proposed Fee:</u>
<u>Photocopies:</u>		
8½X 11	\$.15 per page	\$.15 per page
8½X 11 (Double-sided)	\$.20 per page	\$.20 per page
8½X 14	\$.15 per page	\$.15 per page
8½X 14 (Double-sided)	\$.20 per page	\$.20 per page
11 x 17	\$.25 per page	\$.25 per page
Certified Copies	\$1.00 per copy	\$1.00 per copy
CD	\$0.50	\$0.50
DVD	\$2.00	\$2.00
Cassette Tape	\$1.00	\$1.00
<u>Lien Letters</u>		
Regular request (within 5 business days)	\$20.00	\$20.00
Rush request (within 2 business days)	\$40.00	\$40.00
<u>Miscellaneous:</u>		
Public Records Request	Cost per page above	Cost per page above
Public Records Request Extensive Use Fee:		
Calculated when the nature or volume of requested public records is such to require extensive use of information technology resources, or extensive use of clerical or supervisory assistance, or both:	Actual Cost Incurred	Actual Cost Incurred

***(+/- City's cost)**

FIRE

		<u>Current Fee:</u>	<u>Proposed Fee:</u>
General Plan Review:			
Commercial/Multi Family Structures		45% of Bldg Permit Fee	45% of Bldg Permit Fee
Site Plan Review (Technical Review Committee)		\$100.00	\$100.00
Fire Sprinkler System:			
Minimum fee for systems with up to 50 heads		\$80.00	\$80.00
Fee for systems with over 50 heads		\$80.00 plus \$1.00 per head over 50	\$80.00 plus \$1.00 per head over 50
Private Fire Service Water Mains (Note: If permitted separately from Fire Sprinkler System)		\$100.00	\$100.00
Additional Hydrostatic Test Inspection:		\$54.00 each	\$54.00 each
<i>(Note: Above Fees include cost of review, one hydrostatic test inspection, and one final inspection.)</i>			
Fire Pumps		\$60.00	\$60.00
Stand pipes (Note: If permitted separately from Fire Sprinkler System)		\$100.00	\$100.00
Fire Alarm:			
Minimum fee for FACP & 10 devices on the system		\$60.00	\$60.00
Systems with a FACP & more than 10 initiating or notification devices		\$60.00 plus \$1.50 per device	\$60.00 plus \$1.50 per device
Commercial Kitchen Exhaust Hood:		\$60.00	\$60.00
Hood Fire Suppression System		\$60.00	\$60.00
Plans Re-Submittal fee:			
First re-submittal		N/C	N/C
Second re-submittal		\$110.00	\$110.00
Third re-submittal		4 x Original	4 x Original
Minor Revised Plan Review Following Approval		\$40.00	\$40.00
Review of NEW Plans after approval		\$68.00	\$68.00
Penalty for starting work without a Fire Marshal Permit		2 X permit fee	2 X permit fee
Re-inspection for unprepared sites:			
First re-inspection		\$55.00	\$55.00
Each additional unprepared re-inspection		\$110.00	\$110.00
After hours, weekend, or holiday inspection:			
Minimum fee paid in advance – 2 hours minimum		\$110.00	\$110.00
Additional per hour fee (after initial 2 hours)		\$55.00	\$55.00
<i>(Note: Subject to availability)</i>			
Annual Fire Inspections (for facilities required to hold a license to operate):			
Annual, Periodic & Mandated State Inspections (Group homes, daycare, counseling centers, restaurants, gas stations, etc.)		\$50.00 min.	\$50.00 min.
Facility > 3,000 sq ft		\$50.00+ \$7.00/1,000 sq ft	\$50.00+ \$7.00/1,000 sq ft
		\$300.00 Max.	\$300.00 Max.
Permits for Operations/Events/Other Services			
Address Assignments		\$10.00	\$10.00
Address Assignment Verification Letter		\$10.00	\$10.00
Aircraft Hangars		\$50.00	\$50.00
Aircraft Refueling Vehicles		\$50.00	\$50.00
Bonfires		\$100.00	\$100.00
Carnivals and Fairs		\$50.00	\$50.00
Cutting and Welding Operations		\$50.00	\$50.00
Explosives (blasting operations)		\$100.00	\$100.00
Fire Insurance Rating Verification Letter		\$10.00	\$10.00
Fireworks public displays		\$100.00	\$100.00
Hot Work Operations		\$50.00	\$50.00

		<u>Current Fee:</u>	<u>Proposed Fee:</u>
Local Business Tax Receipt (LBTR) Inspection		\$25.00	\$25.00
Misc. Construction/Installation Permits (Tanks, Compressed Gas Systems, Pipelines, etc.)		\$50.00	\$50.00
Temporary Sale of Consumer Fireworks		\$50.00	\$50.00
Tents, Canopies, and Membrane structures		\$25.00	\$25.00
Other required permits (Florida Fire Prevention Code)		\$50.00	\$50.00
Special Event Services: (3 Hour Minimum for all personnel)			
Fire Engine		\$60.00/hour	\$60.00/hour
Ambulance		\$40.00/hour	\$40.00/hour
Firefighter/Paramedic/EMT		\$35.00/hour	\$35.00/hour
Ocean Rescue Lifeguard (2 Guard Minimum)		\$15.00/hour	<u>\$20.00/hour</u>
<i>(Note: 1 guard per 35 swimmers during events)</i>			
EMS Transport Billing			
Basic Life Support (BLS)		\$470.00	\$470.00
Advanced Life Support (ALS) 1		\$635.00	\$635.00
Advanced Life Support (ALS) 2		\$660.00	\$660.00
Mileage		\$10.00/mile	\$10.00/mile

FERNANDINA BEACH GOLF CLUB:

	<u>Current Fee:</u>	<u>With 7% Tax</u>	<u>Proposed Fee:</u>	<u>With 7% Tax</u>
<u>Daily Fees</u>				
Member Walk Fee (Per 9)	\$4.50	\$4.82	\$4.67	\$5.00
Member Walk Fee (Per 18)	\$9.00	\$9.63	\$9.35	\$10.00
<u>Daily Greens Fees</u>				
Junior Green Fee (Per 18)	\$12.00	\$12.84	\$13.08	\$14.00
Junior Green Fee (Per 9)	\$6.00	\$6.42	\$8.41	\$9.00
Weekday (Per 9)	\$19.00	\$20.33	\$20.56	\$22.00
Weekday (Per 18)	\$24.00	\$25.68	\$25.23	\$27.00
Weekend (Per 9)	\$23.00	\$24.61	\$23.00	\$24.61
Weekend (Per 18)	\$28.00	\$29.96	\$28.00	\$29.96
<u>Driving Range</u>				
Small	\$6.00	\$6.42	\$6.00	\$6.42
Medium				
Large	\$9.00	\$9.63	\$9.00	\$9.63
<u>Club Rentals</u>				
Junior	\$15.00	\$16.05	\$15.00	\$16.05
9 Holes	\$20.00	\$21.40	\$20.00	\$21.40
18 Holes	\$30.00	\$32.10	\$30.00	\$32.10
<u>Membership (A)</u>				
· Reserve tee times 14 days prior to playing				
· \$21.00 member fee (18 holes)	\$21.00	\$22.47	\$21.00	\$22.47
· \$16.00 Twilight Member Fee	\$16.00	\$17.12	\$16.00	\$17.12
· \$10.50 member fee (9 holes)	\$10.50	\$11.24	\$10.50	\$11.24
· \$9.00 walking fee (18 holes)	\$9.00	\$9.63	\$9.00	\$9.63
· \$4.50 walking fee (9 holes)	\$4.50	\$4.82	\$4.50	\$4.82
· 10% off non-sale items in Pro Shop (Soft Goods)				
· 10% off non-sale items in Pro Shop (Hard Goods)				
· 10% off Food & Beverage				
· 2 Free Guest Passes				
· 50% off Range Balls				
· Monthly Member Loyalty Calendar				
· Member Event Calendar				
Junior / City Resident (Annual)	\$150.00	\$160.50	\$150.00	\$160.50
Senior / City Resident (Annual)	\$650.00	\$695.50	\$650.00	\$695.50
(Monthly dues)	\$59.00	\$63.13	\$59.00	\$63.13
Single / City Resident (Annual)	\$725.00	\$775.75	\$725.00	\$775.75
(Monthly dues)	\$65.00	\$69.55	\$65.00	\$69.55
Couple City Resident (Annual)	\$1,125.00	\$1,203.75	\$1,125.00	\$1,203.75
(Monthly dues)	\$99.00	\$105.93	\$99.00	\$105.93
Senior Couple City Resident (Annual)	\$1,025.00	\$1,096.75	\$1,025.00	\$1,096.75
(Monthly dues)	\$90.00	\$96.30	\$90.00	\$96.30
Junior / Non Resident (Annual)	\$200.00	\$214.00	\$200.00	\$214.00
Senior / Non Resident (Annual)	\$750.00	\$802.50	\$750.00	\$802.50
(Monthly dues)	\$67.00	\$71.69	\$67.00	\$71.69
Single / Non Resident (Annual)	\$825.00	\$882.75	\$825.00	\$882.75
(Monthly dues)	\$74.00	\$79.18	\$74.00	\$79.18
Couple Non Resident (Annual)	\$1,225.00	\$1,310.75	\$1,225.00	\$1,310.75
(Monthly dues)	\$107.00	\$114.49	\$107.00	\$114.49
Senior Couple Non Resident (Annual)	\$1,125.00	\$1,203.75	\$1,125.00	\$1,203.75
(Monthly dues)	\$99.00	\$105.93	\$99.00	\$105.93
(Monthly dues requires one year contract)				
<u>Membership (B)</u>				
Beach Card	\$69.99	\$74.89	\$69.99	\$74.89
· Reserve tee times 7 days in advance of playing				
· 18 holes/cart - \$29.00 \$31.00				
· 18 holes/cart after twilight (1 PM) - \$24.00				
· 18 holes walking - \$18.00				
· 9 holes/cart - \$20.00				
· 9 holes walking - \$12.00				
<u>Membership (C)</u>				
Unlimited Golf	\$3,000.00	\$3,210.00	\$3,000.00	\$3,210.00
Unlimited Range Balls				
Monthly dues (with 12 month contract)	\$255.00	\$272.85	\$255.00	\$272.85
Monthly dues (with 5 month contract)	\$295.00	\$315.65	\$295.00	\$315.65
<u>Membership (D)</u>				
Player Development Program				
· Unlimited Range Balls everyday				
· \$14 cart fee only golf everyday after twilight				
Single (billed monthly)	\$29.99	\$32.09	\$49.99	\$53.49
Member Pricing (Unlimited Range balls) Annually	\$120.00	\$128.40	\$120.00	\$128.40
<u>Membership Family</u>				
<u>City Resident</u>	\$1,250.00	\$1,337.50	\$1,250.00	\$1,337.50
<u>Non-City Resident</u>	\$1,350.00	\$1,444.50	\$1,350.00	\$1,444.50

	<u>Current Fee:</u>	<u>With 7% Tax</u>	<u>Proposed Fee:</u>	<u>With 7% Tax</u>
Families all living at the same address				
Children up to the age of 24 years old at the time of purchase				
· Reserve tee times 14 days prior to playing				
· \$21.00 Member Cart fee (18 holes)				
· \$16.00 Twilight Member Cart Fee				
· \$10.50 Member Cart fee (9 holes)				
· \$9.00 Walking fee (18 holes)				
· \$4.50 Walking fee (9 holes)				
· 10% off non-sale items in Pro Shop (Soft Goods)				
· 10% off non-sale items in Pro Shop (Hard Goods)				
· 10% off Food & Beverage				
· 2 Free Guest Passes				
· 50% off Range Balls				
· Monthly Member Loyalty Calendar				
· Member Event Calendar				

Cart Fees

Cart Fee (Per 9)	\$10.50	\$11.24	\$10.50	\$11.24
Cart Fee (Per 18)	\$21.00	\$22.47	\$21.00	\$22.47

Employee Fees

City Employee Fee (Per 9)	\$12.00	\$12.84	\$12.00	\$12.84
City Employee Fee (Per 18)	\$21.00	\$22.47	\$21.00	\$22.47
City Employee Walking Fee (per 9)	\$5.00	\$5.35	\$5.00	\$5.35

All regular full-time employees and retired employees with 25 years of service are eligible to play golf (w/cart) at the City Course with a surcharge per eighteen holes played. This privilege is subject to availability.

Banquet Facility Rental

Up to 50 People	\$350.00	\$374.50	\$350.00	\$374.50
51 to 100 people	\$450.00	\$481.50	\$450.00	\$481.50
Over 100 people	\$550.00	\$588.50	\$550.00	\$588.50

Conference Room

½ day rental (4 hours or less)	\$75.00	\$80.25	\$75.00	\$80.25
Full day (4 hours more)	\$125.00	\$133.75	\$125.00	\$133.75

Dance Floor

\$150.00	\$160.50	\$150.00	\$160.50
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Ceremony Fee

\$500.00	\$535.00	\$500.00	\$535.00
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Top Tracer Range Memberships

Top Tracer Elite

\$350.00 per month (with 12-month commitment)
\$4,000.00 Single Payment

TT Bays

Range Balls
9 Holes
18 Holes
9 Holes (Twilight)
18 Holes (Twilight)

4 Bay Rentals per month 50% off all additional
Included
Included
Included
Included

Top Tracer Game Improvement

\$49.99 per month (with 6-month commitment)
\$550.00 Single Payment

TT Bays

Range Balls
9 Holes W/Cart
9 Holes Walking
18 Holes W/Cart
18 Holes Walking
9 Holes Twilight W/Cart
9 Holes Twilight Walking
18 Holes Twilight W/Cart
18 Holes Walking Twilight

2 Off-peak Bay per month 50% discount on all other TT Bay rentals
Unlimited
\$21.00
\$13.00
\$31.00
\$20.00
\$15.00
\$10.00
\$20.00
\$15.00

Top Tracer Bay Rental

Open - 3:00 pm
3:00 pm - Close

\$20.00 per hour
\$40.00 per hour

Corporate Sponsorship

\$2,000 monthly (with 6-month commitment)

1 - 2 Hour Bay per day/30 - 2 Hour Bays per month
Additional hours at 50% discount
Plus your logo and contact information on building.

<u>Current Fee:</u>	<u>With 7% Tax</u>	<u>Proposed Fee:</u>	<u>With 7% Tax</u>
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IMPACT FEES**Current Fees:**

Type of Development	Residential Development Per FT ² of Heated Area	Non-Residential Development per FT ² of Floor Area
Fire Protection	\$0.36	\$0.36
Police Protection	\$0.26	\$0.26
Parks & Recreation	\$2.89	\$0.00
Public Facilities	\$0.44	\$0.44
Total	\$3.95	\$1.06

Proposed Fees:

Type of Development	Residential Development Per FT ² of Heated Area	Non-Residential Development per FT ² of Floor Area
Fire Protection	\$0.36	\$0.36
Police Protection	\$0.26	\$0.26
Parks & Recreation	\$2.89	\$0.00
Public Facilities	\$0.44	\$0.44
Total	\$3.95	\$1.06

CITY MANAGER'S OFFICE

Horseback Riding Permits

Current Fee:

\$25.00

Proposed Fee:

\$25.00

FERNANDINA HARBOR MARINA

	<u>Current Fee:</u>	<u>Proposed Fee:</u>
<u>Recreational Vessel Dockage Rates:</u>		
Daily – Internal Slips Dock 2S / 3S	\$1.50/foot	\$1.50/foot
Daily – Breakwater Dock 1N / 1S / 2N /3N	\$2.50/foot	\$2.50/foot
Short-term up to three hours - vessels < 25 feet Dock 3S	\$10.00	\$10.00
Short-term up to three hours - vessels > 25 feet Dock 3S	\$15.00	\$15.00
Weekly – Internal Slips Dock 2S / 3S	\$7.50	\$7.50
Weekly – Breakwater Dock 1N / 1S / 2N /3N	\$12.00	\$12.00
Monthly - Internal Slips Dock 2S / 3S	\$15.50	\$15.50
** Premium Locations	\$19.25	\$19.25
*Monthly - Seasonal Docks 1N / 1S / 2N /3N	\$21.25	\$21.25

**Only available in the off-season determined by Marina Manaaement*
*** Locations determined by Marina Management - Current Dock 1, 2N, 3N and first 3 sections of Dock 2S*

	<u>Current Fee:</u>	<u>Proposed Fee:</u>
<u>Mooring Fees:</u>		
Daily:	\$25.00	\$25.00
Weekly:	\$150.00	\$150.00
Monthly:	\$495.00	\$495.00

	<u>Current Fee:</u>	<u>Proposed Fee:</u>
<u>Commercial Access Fee (for pick-up and drop-off):</u>		
Vessels up to 45 feet	\$35.00/per day	\$35.00/per day
Vessels 46 feet and over	\$2.75/foot/per day	\$2.75/foot/per day
Annual Pick Up/Drop Off for Vessels < 45 feet	\$1,500.00 per fiscal year	\$1,500.00 per fiscal year

	<u>Current Fee:</u>	<u>Proposed Fee:</u>
<u>Live Aboard:</u>		
Monthly (two-person maximum)	\$300.00/month	\$300.00/month
Additional cost per person	\$150.00/month	\$150.00/month

	<u>Current Fee:</u>		<u>Proposed Fee:</u>	
(Vessels up to 10 feet maximum)	Daily	Weekly	Daily	Weekly
Dockage Only	\$4.00	\$20.00	\$4.00	\$20.00
With Showers	\$8.00	\$50.00	\$8.00	\$50.00
With Captain's Lounge Access	\$12.00	\$60.00	\$12.00	\$60.00

	<u>*Current Fee:</u>			<u>*Proposed Fee:</u>		
	110volt/30amp	220v/50a	220v/100a	110volt/30amp	220v/50a	480v /100a
Daily	\$6.00	\$12.00	\$25.00	\$6.00	\$12.00	\$25.00
Weekly	\$30.00	\$72.00	\$125.00	\$30.00	\$72.00	\$125.00
Monthly	\$60.00	\$125.00	\$350.00	\$60.00	\$125.00	\$350.00
Live-Aboard	\$110.00 Monthly	\$195.00 Monthly	\$450.00 Monthly	\$110.00 Monthly	\$195.00 Monthly	\$450.00 Monthly
	* Fees are minimum amounts. Excessive electrical usage, as determined by Marina Management, will be billed appropriately. Electric charges for long term vessels registered with the State of Florida for Commercial Use will be charged for electricity consumed or a minimum of \$10.00 per month whichever is greater.			* Fees are minimum amounts. Excessive electrical usage, as determined by Marina Management, will be billed appropriately. Electric charges for long term vessels registered with the State of Florida for Commercial Use will be charged for electricity consumed or a minimum of \$10.00 per month whichever is greater.		

Merchandise/Docking Agreement/Events:

The City Manager or his designee shall be authorized, and is responsible for the establishment of operational procedures for marina services, merchandise, and berthing agreements that are not otherwise provided herein, including the following:

1. Fuel prices and quantity discounts;
2. Concession and mooring pricing;
3. Dockage and mooring agreements and seasonal discount pricing;
4. Special events, holidays, and high demand daily and weekly dockage and mooring pricing;
5. Special commercial activity, not defined in the standard fees;
6. Merchandise pricing and incentive discount pricing;
7. Live-aboard surcharge;

8. All other items not specifically addressed herein, necessary for the effective and profitable operation of market-based business.

SECTION 1.

Vessels will be assessed, and shall pay, the approved fees and rates as described herein, unless otherwise exempted by the City Commission with a franchise agreement.

SECTION 2.

All dockage and mooring rates and fees shall be determined increase annually, based on the CONSUMER PRICE INDEX (CPI), Southern Region.

All other fees, (including, but not limited to electricity) shall be increased based on current market and economic conditions.

PLANNING & CONSERVATION

	<u>Current Fee:</u>	<u>Proposed Fee:</u>
<u>Board of Adjustment</u>		
Administrative Appeal	\$450.00	\$500.00
Variance - Residential	\$850.00	\$1,000.00
Variance - Non-Residential/Multi-Family/ 2 or more residential units/Mixed Use	\$1,000.00	\$2,500.00

<u>Historic District Council</u>		
Certificate of Approval: Staff	\$20.00	\$25.00
Certificate of Approval Board - Residential (1 single family home)	\$200.00	\$250.00
Certificate of Approval Board - Commercial/ Multi-Family/ 2 or more residential units/Mixed Use	\$250.00	\$400.00
Demolition of Primary Structure - Non-Contributing	\$300.00	\$1,500.00
Demolition of Primary Structure - Contributing	\$1,200.00	\$7,500.00
Variance - Residential	\$850.00	
Variance - Non-Residential/Multi-Family/2 or more residential units/Mixed Use	\$1,000.00	\$2,500.00
After-the-fact approval for Board C.O.A.	\$1,000.00	\$1,500.00
After-the-fact approval for Staff C.O.A.	\$80.00	\$100.00
Newsrack Fee (New Location)	\$15.00	
Newsrack Fee (Annual Renewal)	\$15.00	
HDC Amendment Fees (offset of staff time and advertising)	1/2 cost of original COA fee	

<u>Planning Advisory Board</u>		
Large Scale Future Land Use Map Amendment	\$2,000.00	\$5,000.00
Small Scale Future Land Use Map Amendment	\$1,000.00	\$2,500.00
Comprehensive Plan Text Amendment	\$1,700.00	
Change of Zoning Designation: Large Scale	\$2,000.00	\$5,000.00
Change of Zoning Designation: Small Scale	\$1,000.00	\$2,500.00
Land Development Code Text Amendment	\$1,000.00	\$1,500.00
Water/ Sewer Agreement	\$300.00	
Voluntary Annexation	\$1,500.00	\$2,000.00
Development of Regional Impact:		
Amend Development Order		\$1,500.00

Re-Plat / Preliminary Plat (less than 20 units)	\$1,000.00	\$3,000.00
Re-Plat / Preliminary Plat (20+ units)	\$1,600.00	\$5,000.00
Re-Plat / Final Plat	\$850.00	\$1,500.00
Vacate/ Open Public right-of-way	\$1,700.00	\$3,500.00
New Telecommunications Structure	\$2,000.00	
Collocation or Modification of Existing Structure	\$1,000.00	
Small Cell outside ROW (per application)	\$500.00	
Application Fee for Each Revision to PAB Applications (offset of additional display ad fees)	\$400.00-	1/2 cost of original application fee

<u>Technical Review Committee</u>		
TRC Engineering Review (consultant hourly rate)	\$125.00	
TRC Staff Review Application Fee:	No fee for Pre-application submittals	
Initial Submittal + 2 resubmittals	\$400.00 + 2% of project construction cost (maximum \$3,000.00)	(maximum cost \$5,500.00)
3 rd and subsequent resubmittals	\$400.00 each	
Change of Use Determination Letter	\$50.00	

<u>Site Infrastructure Permit</u>		
First \$1,000 of job cost	\$160.00	
Plus for each additional \$1,000 of job cost	\$14.00	
Tree Protection and Site Inspection Fee	\$25.00	see cost for tree removal inspections

Tree Removal Permit Fees

<u>Fees:</u>		
Base Fee, up to 3 trees	\$300.00	\$500.00
Each Additional Tree	\$85.00	\$100.00
Tree Inspection Fee: Residential- Single Lot	\$450.00	\$200.00
Tree Inspection Fee: Subdivision, Mixed Use, Non-Residential	\$600.00	\$1,000.00
Maximum Fee (less than 5 acres)	\$15,000.00	REMOVE MAXIMUM
Maximum Fee (greater than 5 acres)	\$30,000.00	REMOVE MAXIMUM
In Lieu Fee (Tree Replacement)	\$400/Tree	

<u>Zoning Review Permit</u>		
Non-structural fence	\$50.00	
Exempted accessory structures (< 12' ridge ht, ≤ 150 s.f., non-aluminum)	\$100.00 (all others require General Building Permit + fees)	
Exempted Residential Deck (≤ 12" above grade and ≤ 150 s.f.)	\$100.00 (all others require General Building Permit + fees)	

	<u>Current Fee:</u>	<u>Proposed Fee:</u>
After-the-Fact Zoning Permit	\$200.00	
<u>Administrative</u>		
Plan Review (as connected to issuance of building permits)	\$100.00	<u>\$250.00</u>
Expedited Plan Review - as connected to issuance of building permits (5 business days)	\$300.00	<u>\$500.00</u>
DEP Letter plus 1 Revision	\$100.00	<u>\$200.00</u>
DEP Letter – 2nd and later Revisions	\$25.00	<u>\$35.00</u>
Zoning sign off for alcoholic beverage license	\$25.00	<u>\$50.00</u>
Zoning Certification Letter	\$75.00	<u>\$100.00</u>
Due Diligence Letter	\$250.00	
Minor Subdivision/ Lot Line Adjustment	\$400.00	<u>\$600.00</u>
Context Sensitive Review Determination	\$400.00	
NSF Check Fee (up to)	\$40.00	
Public School Concurrency Review Fee	\$250.00	
<u>Plan Copies</u>		
Hard Copy of Comprehensive Plan	\$25.00	<u>\$50.00</u>
Land Development Code	\$35.00	<u>\$50.00</u>
CRA Design Guidelines	\$25.00	<u>\$50.00</u>
Design Guidelines for Downtown or Old Town	\$25.00	<u>\$50.00</u>
Oversize Building plans (for delivery to copier)	\$25.00 flat fee + cost of copies	
<u>Maps</u>		
Map: 8 ½ x 11	\$2.00	
Map: 11 x 17	\$5.00	
Map: 17 x 22 (black and white only)	\$10.00	
Map: 24 x 36 (black and white only)	\$20.00	
Map: 34 x 42 (black and white only)	\$40.00	
Additional Map copies	1/2 Price	
SHAPE Files	\$35.00	
<u>Miscellaneous Fees</u>		
Administrative Waiver	\$400.00	
Administrative Waiver (Tree Protection)	\$25.00	
Traffic Concurrency Determination	*Obtain a traffic study prepared by applicant and reviewed by appropriate agencies including Nassau County and FDOT.	
Amendment to Development Order	1/2 of original application fee	
Planning/Zoning Construction Plan Review-	\$150.00	(Duplicate fee see building permits)
Parking in Lieu Fee (surface space)*payment to be made at time of building permit issuance	\$2,000.00	
Parking in Lieu Fee (structured space)*payment to be made at time of building permit issuance	\$9,000.00	
<u>Temporary Use</u>		
As provided in LDC Section 5.02.00		
Seasonal Sales	\$100.00	
Movable Module Storage Units (PODs) (15 day permit)	\$25.00	
Construction Trailer / Model Home / Sales Office	\$100.00	
Tent Permit (includes Seasonal Fee + Tent Fee + Fire Marshal Fee)	\$100.00 + \$35.00 + \$25.00	
<u>Signs</u>		
Value of sign:		
\$0-\$100.00	\$60.00	
\$101.00-\$500.00	\$70.00	
\$501.00-\$1,000.00	\$80.00	
plus for each \$1,000.00	\$7.00	
30-Day Temporary Banner	\$30.00	No Permit Required
Pickup of Illegal Signs	\$25.00	
Centre Street Directional Sign	\$20.00	No Permit Required (handled by Main Street)

PARKS AND RECREATION

Program:	Current Fee:	Proposed Fee:
AQUATICS		
Pool		
Daily public swim:	\$3.00 City	\$3.00 City
	\$5.00 Non-City	\$5.00 Non-City
Daily lap swim	\$3.00 City	\$3.00 City
	\$5.00 Non-City	\$5.00 Non-City
Individual monthly pool pass	\$30.00 City	\$30.00 City
	\$38.00 Non-City	\$38.00 Non-City
Couples monthly pool pass	\$50.00 City	\$50.00 City
	\$63.00 Non-City	\$63.00 Non-City
Family monthly pool pass	\$65.00 City	\$65.00 City
	\$81.00 Non-City	\$81.00 Non-City
Individual 4 month pool pass	\$90.00 City	\$90.00 City
	\$113.00 Non-City	\$113.00 Non-City
Couples 4 month pool pass	\$150.00 City	\$150.00 City
	\$188.00 Non-City	\$188.00 Non-City
Family 4 month pool pass	\$195.00 City	\$195.00 City
	\$244.00 Non-City	\$244.00 Non-City
Individual 12 month pool pass	\$225.00 City	\$240.00 City
	\$281.00 Non-City	\$300.00 Non-City
Couple 12 month pool pass	\$375.00 City	\$400.00 City
	\$469.00 Non-City	\$500.00 Non-City
Family 12 month pool pass	\$488.00 City	\$520.00 City
	\$610.00 Non-City	\$650.00 Non-City
Pool Rental		
Private pool rental, 2hrs	City \$90.00 (\$35.00 each addl. Hr) 1 guard	City \$90.00 (\$35.00 each addl. Hr) 1 guard
	City \$110.00 (\$45.00 each addl. Hr) 2 guards	City \$110.00 (\$45.00 each addl. Hr) 2 guards
	City \$130.00 (\$55.00 each addl. Hr) 3 guards	City \$130.00 (\$55.00 each addl. Hr) 3 guards
Private pool rental, 2hrs	Non-City \$113.00 (\$46.00 each addl. Hr) 1 guard	Non-City \$113.00 (\$46.00 each addl. Hr) 1 guard
	Non-City \$138.00 (\$59.00 each addl. Hr) 2 guards	Non-City \$138.00 (\$59.00 each addl. Hr) 2 guards
	Non-City \$163.00 (\$71.00 each addl. Hr) 3 guards	Non-City \$163.00 (\$71.00 each addl. Hr) 3 guards
Commercial pool rental, 2 hrs		\$180.00 (1 guard)
		\$220.00 (2 guards)
		\$260.00 (3guards)
Swim Lessons		
Swim lessons, levels 1 and 2 and stroke clinics (1 wk.)	\$45.00 City	\$45.00 City
	\$56.00 Non-City	\$56.00 Non-City
Swim lessons, levels 3 and 4 (2 wks.)	\$65.00 City	\$65.00 City
	\$81.00 Non-City	\$81.00 Non-City
Private swim lessons, 1 session	\$25.00 City	\$25.00 City
	\$31.00 Non-City	\$31.00 Non-City
Private swim lessons, 4 sessions	\$75.00 City	\$75.00 City
	\$94.00 Non-City	\$94.00 Non-City
Aquatic Camps		

Program:	Current Fee:	Proposed Fee:
Water Aqua Aerobics		
Daily water aqua aerobics, 1 class	\$5.00 City	\$5.00 City
	\$6.00 Non-City	\$6.00 Non-City
Monthly water aqua aerobics (1 class per day, any class)	\$50.00 City	\$50.00 City
	\$63.00 Non-City	\$63.00 Non-City
Monthly water aqua aerobics (2 classes per day, any classes)	\$65.00 City	\$65.00 City
	\$81.00 Non-City	\$81.00 Non-City
Monthly aqua aerobics, MW pm classes only	\$30.00 City	
	\$38.00 Non-City	
POOL/WEIGHT ROOM COMBINATIONS		
Fitness-Weight Room/Pool Pass 1 Month Individual	\$45.00 City	\$48.00 City
	\$56.00 Non-City	\$60.00 Non-City
Fitness-Weight Room/Pool Pass 1 Month Couple	\$65.00 City	\$80.00 City
	\$74.00 Non-City	\$100.00 Non-City
Fitness-Weight Room/Pool Pass 1 Month Family	\$85.00 City	\$104.00 City
	\$105.00 Non-City	\$130.00 Non-City
Fitness-Weight Room/Pool Pass 4 Month Individual	\$135.00 City	\$144.00 City
	\$169.00 Non-City	\$180.00 Non-City
Fitness-Weight Room/Pool Pass 4 Month Couple	\$225.00 City	\$240.00 City
	\$281.00 Non-City	\$300.00 Non-City
Fitness-Weight Room/Pool Pass 4 Month Family	\$275.00 City	\$312.00 City
	\$344.00 Non-City	\$390.00 Non-City
Fitness-Weight Room/Pool Pass 12 Month Individual	\$338.00 City	\$384.00 City
	\$423.00 Non-City	\$480.00 Non-City
Fitness-Weight Room/Pool Pass 12 Month Couple	\$563.00 City	\$640.00 City
	\$704.00 Non-City	\$800.00 Non-City
Fitness-Weight Room/Pool Pass 12 Month Family	\$735.00 City	\$832.00 City
	\$919.00 Non-City	\$1,040.00 Non-City
AQUA AEROBIC/WEIGHT ROOM COMBINATIONS		
Monthly Aqua Aerobic/Weight Room Pass	\$65.00 City	
	\$81.00 Non-City	
Monthly Aqua Aerobic(2)/Weight Room Pass	\$80.00 City	
	\$100.00 Non-City	
Monthly Aqua Aerobic/Weight Room Pass M/W ONLY	\$45.00 City	
Monthly Aqua Aerobic/Weight Room Pass M/W ONLY	\$56.00 Non-City	
FITNESS ROOMS		
Atlantic Fitness Room/Peck weight room daily use	\$3.00 City	\$3.00 City
	\$5.00 Non-City	\$5.00 Non-City
Atlantic Fitness Room/Peck Weight Room 1 Month Individual	\$25.00 City	\$25.00 City
	\$31.00 Non-City	\$31.00 Non-City
Atlantic Fitness Room/Peck Weight Room 1 Month Couple	\$33.00 City	\$40.00 City
	\$41.00 Non-City	\$50.00 Non-City
Atlantic Fitness Room/Peck Weight Room 1 Month Family	\$45.00 City	\$65.00 City
	\$56.00 Non-City	\$81.00 Non-City
Atlantic Fitness Room/Peck Weight Room 4 Month Individual	\$75.00 City	\$75.00 City
	\$94.00 Non-City	\$94.00 Non-City
Atlantic Fitness Room/Peck Weight Room 4 Month Couple	\$99.00 City	\$120.00 City
	\$124.00 Non-City	\$150.00 Non-City
Atlantic Fitness Room/Peck Weight Room 4 Month Family	\$135.00 City	\$195.00 City
	\$169.00 Non-City	\$244.00 Non-City

Program:	Current Fee:	Proposed Fee:
Atlantic Fitness Room/Peck Weight Room 12 Month Individual	\$188.00 City	\$225.00 City
	\$235.00 Non-City	\$282.00 Non-City
Atlantic Fitness Room/Peck Weight Room 12 Month Couple	\$248.00 City	\$360.00 City
	\$310.00 Non-City	\$450.00 Non-City
Atlantic Fitness Room/ Peck Weight Room 12 Month Family	\$338.00 City	\$585.00 City
	\$423.00 Non-City	\$732.00 Non-City
Scuba		
Try Diving Experience, Individual	\$50.00 City	\$50.00 City
	\$62.00 Non-City	\$62.00 Non-City
Try Diving Experience, Couple (friend or family)	\$80.00 City	\$80.00 City
	\$100.00 Non-City	\$100.00 Non-City
Try Diving Experience, Group, up to 6 (friend or family)	\$150.00 City	\$150.00 City
	\$188.00 Non-City	\$188.00 Non-City
PADI Open Water Scuba, eLearner	\$120.00 all	\$120.00 all
CEMETERY		
Cemetery lots	\$1,300.00 City	\$1,300.00 City
	\$1,625.00 Non-City	\$1,625.00 Non-City
Tree Lot (for cremated internments only)	\$435.00 City	\$435.00 City
	\$544.00 Non-City	\$544.00 Non-City
Deed Transfer Fee	\$75.00	\$75.00
Burial Permits (includes disinterment)	\$40.00	\$40.00
Monument Permits	\$40.00	\$40.00
Perpetual Care fee in ancient section	\$455.00	\$455.00
GYM USE (VOLLEYBALL/SOCCER)		
Daily gym use	\$2.00 City	\$3.00 City
	\$5.00 Non-City	\$5.00 Non-City
RENTALS		
Rooms		
Atlantic auditorium commercial full day	\$1,250.00/Includes kitchen and wifi	\$1,250.00/Includes kitchen and wifi
Atlantic auditorium commercial half day	\$625.00/Includes kitchen and wifi	\$625.00/Includes kitchen and wifi
Atlantic auditorium private full day	\$700.00/includes kitchen and wifi	\$700.00/includes kitchen and wifi
	\$876.00/includes kitchen and wifi	\$876.00/includes kitchen and wifi
Atlantic auditorium private half day	\$350.00/includes kitchen and wifi	\$350.00/includes kitchen and wifi
	\$438.00/includes kitchen and wifi	\$438.00/includes kitchen and wifi
Atlantic auditorium civic full day	\$450.00/includes kitchen and wifi	\$450.00/includes kitchen and wifi
Atlantic auditorium civic half day	\$225.00/includes kitchen and wifi	\$225.00/includes kitchen and wifi
MLK auditorium commercial full day	\$790.00/ includes kitchen and wifi	\$790.00/ includes kitchen and wifi
MLK auditorium commercial half day	\$395.00/includes kitchen and wifi	\$395.00/includes kitchen and wifi
MLK auditorium private full day	\$420.00/includes kitchen and wifi City	\$420.00/includes kitchen and wifi City
	\$526.00/includes kitchen and wifi Non-City	\$526.00/includes kitchen and wifi Non-City
MLK auditorium private half day	\$210.00/includes kitchen and wifi City	\$210.00/includes kitchen and wifi City
	\$263.00/includes kitchen and wifi Non-City	\$263.00/includes kitchen and wifi Non-City
MLK auditorium civic full day	\$262.00/includes kitchen and wifi	\$262.00/includes kitchen and wifi
MLK auditorium civic half day	\$131.00/includes kitchen and wifi	\$131.00/includes kitchen and wifi
Peck gym commercial full day	\$800.00/includes wifi	\$800.00/includes wifi
Peck gym commercial half day	\$350.00/includes wifi	\$350.00/includes wifi
Peck gym private full day	\$600.00 City/includes wifi	\$600.00 City/includes wifi
	\$720.00 Non-City/includes wifi	\$720.00 Non-City/includes wifi
Peck gym private half day	\$300.00 City/includes wifi	\$300.00 City/includes wifi
	\$360.00 Non-City/includes wifi	\$360.00 Non-City/includes wifi

Program:	Current Fee:	Proposed Fee:
Peck gym civic full day	\$350.00/includes wifi	\$350.00/includes wifi
Peck gym civic half day	\$175.00/includes wifi	\$175.00/includes wifi
Peck reception commercial full day	\$450.00/includes wifi	\$450.00/includes wifi
Peck reception commercial half day	\$225.00/includes wifi	\$225.00/includes wifi
Peck reception private full day	\$300.00 City/includes wifi	\$300.00 City/includes wifi
	\$360.00 Non-City/includes wifi	\$360.00 Non-City/includes wifi
Peck reception private half day	\$150.00 City /includes wifi	\$150.00 City /includes wifi
	\$180.00 Non-City/includes wifi	\$180.00 Non-City/includes wifi
Peck reception civic full day	\$150.00/includes wifi	\$150.00/includes wifi
Peck reception civic half day	\$75.00/includes wifi	\$75.00/includes wifi
Peck auditorium commercial full day	\$650.00/includes wifi	\$650.00/includes wifi
Peck auditorium commercial half day	\$325.00/includes wifi	\$325.00/includes wifi
Peck auditorium private full day	\$400.00 City/includes wifi	\$450.00 City/includes wifi
	\$540.00 Non-City/includes wifi	\$540.00 Non-City/includes wifi
Peck auditorium private half day	\$225.00 City/includes wifi	\$225.00 City/includes wifi
	\$270.00 Non-City/includes wifi	\$270.00 Non-City/includes wifi
Peck auditorium civic full day	\$300.00/includes wifi	\$300.00/includes wifi
Peck auditorium civic half day	\$150.00/includes wifi	\$150.00/includes wifi
Attendant fee	\$20.00/hour	\$20.00/hour
Additional rental time	100.00/hr	100.00/hr
Kitchen	Included with rental	Included with rental
Sound system (Atlantic and Peck Auditorium)	\$50.00/day	\$50.00/day
Athletic Fields		
Civic Rate	\$75.00/field	\$75.00/field
Commercial rate	\$200.00/field	\$200.00/field
Private use day	\$100.00/field City	\$100.00/field City
	\$125.00/field Non-City	\$125.00/field Non-City
Private use night	\$150.00 City/field includes lights	\$150.00 City/field includes lights
	\$188.00 Non-City/field includes lights	\$188.00 Non-City/field includes lights
Civic Rate night	\$150.00/field includes lights	\$150.00/field includes lights
Lights	\$20.00/hour	\$20.00/hour
Field Prep	\$100.00	\$100.00
Marquee	\$20.00/day/side (upon availability only)	\$20.00/day/side (upon availability only)
Marquee (renter)	\$15.00/day/side (upon availability only)	\$15.00/day/side (upon availability only)
Marquee (commercial advertising)	\$50.00/day/side (upon availability only)	\$50.00/day/side (upon availability only)
Attendant fee	\$20.00/hour	Duplicate Fee
Park Pavilions, Green Space, Parking Lots		
Park pavilions full day	\$50.00 City	\$50.00 City
	\$63.00 Non-City	\$63.00 Non-City
Park pavilion full day (with available electricity)	\$75.00 City	\$75.00 City
	\$93.75 Non-City	\$93.75 Non-City
Park pavilions half day	\$25.00 City	\$25.00 City
	\$31.00 Non-City	\$31.00 Non-City
Park pavilion half day (with available electricity)	\$50.00 City	\$50.00 City
	\$62.50 Non-City	\$62.50 Non-City
Open/Green Space Half Day Private Use	\$100.00 City	\$150.00 City
	\$125.00 Non-City	\$188.00 Non-City
Open/Green Space Full Day Private Use	\$200.00 City	\$300.00 City
	\$250.00 Non-City	\$375.00 Non-City
Open/Green Space Half Day Commercial Use	\$500.00 City	\$500.00 City

Program:	Current Fee:	Proposed Fee:
Open/Green Space Full Day Commercial Use	\$750.00 Non-City	\$750.00 Non-City
Open/Green Space Half Day Non-Profit (free public event)	\$150.00 City	
Open/Green Space Full Day Non-Profit (free public event)	\$300.00 Non-City	
Open/Green Space Half Day Non-Profit Fundraiser	\$200.00 City	
Open/Green Space Full Day Non-Profit Fundraiser	\$300.00 Non-City	
Open/Green Space Half Day Non-Profit		\$150.00 City
Open/Green Space Half Day Non-Profit		\$188.00 Non-City
Open/Green Soace Full Day Non-Profit		\$300.00 City
Open/Green Soace Full Day Non-Profit		\$375.00 Non-City
SCHOOL, AFTER SCHOOL AND CAMP		
After School Program - 3 or more days	\$60.00/wk. City	\$60.00/wk. City
	\$50.00/wk Additional Siblings City	\$50.00/wk Additional Siblings City
	\$74.00/wk. Non-City	\$74.00/wk. Non-City
	\$64.00 Additional Siblings Non-City	\$64.00 Additional Siblings Non-City
After School- Daily Rate	\$23.00/day City	\$23.00/day City
	\$15.00/day additional sibling City	\$15.00/day additional sibling City
	\$31.00/day non-City	\$31.00/day non-City
	\$21.00/day additional sibling non-City	\$21.00/day additional sibling non-City
After School tutoring center	\$20.00/week	\$20.00/week
	\$15.00/wk additional sibling	\$15.00/wk additional sibling
Summer Learning Center	\$100.00/per session	\$25.00 per week per child
Full-time day care/Pre-K- 3 or more days	\$100.00/wk. City	\$100.00/wk. City
	\$90.00/wk Additional Sibling City	\$90.00/wk Additional Sibling City
	\$125.00/wk. Non-City	\$125.00/wk. Non-City
	\$115.00/wk Additional Sibling Non-City	\$115.00/wk Additional Sibling Non-City
Pre-K Full Day Daily Rate	\$33.00 City	\$33.00 City
	\$23.00 additional siblings City	\$23.00 additional siblings City
	\$41.00 non-City	\$41.00 non-City
	\$31.00 additional siblings non-City	\$31.00 additional siblings non-City
Pre K Half Day / -3 days or more	\$50.00/wk. City	\$50.00/wk. City
	\$40.00 /wk Additonal Sibling City	\$40.00 /wk Additonal Sibling City
	\$63.00/wk. Non-City	\$63.00/wk. Non-City
	\$53.00/wk Additonal Sibling Non-City	\$53.00/wk Additonal Sibling Non-City
Half Day Pre-School/Pre-K- Daily Rate	\$23.00 City	\$23.00 City
	\$10.00 additional siblings	\$10.00 additional siblings
	\$31.00 non-City	\$31.00 non-City
	\$21.00 additional siblings non-City	\$21.00 additional siblings non-City
Summer camp	\$90.00/wk City	\$90.00/wk City
	\$75.00/additional siblings City	\$75.00/additional siblings City
	\$112.00/wk non-City	\$112.00/wk non-City
	\$102.00/additionla siblings	\$102.00/additionla siblings
Summer camp drop-in Daily Rate	\$33.00/day City	\$33.00/day City

Program:	Current Fee:	Proposed Fee:
	\$23.00/additional siblings	\$23.00/additional siblings
	\$41.00/day non-City	\$41.00/day non-City
	\$31.00/additional siblings	\$31.00/additional siblings
TENNIS		
Tennis league	\$40.00/season-City	
	\$50.00/season-non-City-	
	\$10.00/match-City-	
	\$13.00/match-Non-City	
Tennis/Pickleball Tournament	20% of net profit from tennis pro	20% of net profit from tennis pro
Tennis Court Key	\$20.00	\$20.00
City Resident ID Card	1 Free/ \$5.00 per duplicate	1 Free/ \$5.00 per duplicate
LIGHTHOUSE TOUR & FEES		
Lighthouse Tour	\$5.00/adult	\$5.00/adult
	\$3.00/12 & under	\$3.00/12 & under
Private Lighthouse Tour (Weekday)		\$200.00
Private Lighthouse Tour (Weekend)		\$250.00
Lighthouse Filming Fee	\$200.00/2 hours	\$200.00/2 hours
Lighthouse Filming Fee - additional hours	\$100.00/hour	\$100.00/hour
GREENWAY TOUR		
Greenway Tour (Golfcart)		\$5.00/adult
		\$3.00/12&under
SPECIAL EVENTS		
	Current Fee:	Proposed Fee:
Special Event Permit Fee (less than 200 attendees)		\$100.00
Special Events Permit (more than 200 attendees)		\$300.00
Banner Permit (Center/8th; Lime/8th; Pole)	\$50.00 for up to 3 locations	\$50.00 for up to 3 locations
Banner Hanging Fee (Centre and 8th)	\$75.00	\$75.00
Banner Hanging Fee (Lime and 8th)	\$50.00	\$50.00
Pole Banner Hanging Fee	\$10.00/pole	\$15.00/pole
Tent Permit	\$40.00 for up to 4 Tents	\$40.00 for up to 2 Tents
Parking Lot Half Day Private Use	\$100.00-City	\$125.00 City
	\$125.00-Non-City	\$160.00 Non-City
Parking Lot Full Day Private Use	\$150.00-City	\$175.00 City
	\$188.00-Non-City	\$220.00 City
Parking Lot Half Day Commercial Use	\$500.00	\$500.00
Parking Lot Full Day Commercial Use	\$750.00	\$750.00
Parking Lot Half Day Non-Profit (free-public event)	\$150.00	
Parking Lot Full Day Non-Profit (free-public event)	\$225.00	
Parking Lot Half Day Non-Profit-Fundraiser	\$200.00	
Parking Lot Full Day Non-Profit-Fundraiser	\$200.00-	
Parking Lot Half Day Non-Profit		\$150.00
Parking Lot Half Day Non-Profit (non-City)		\$188.00
Parking Lot Full Day Non-Profit		\$300.00
Parking Lot Full Day Non Profit (non-City)		\$375.00
Barricades	\$17.00/barricade	\$17.00/barricade

Program:	Current Fee:	Proposed Fee:
Cones	\$2.00/cone	\$2.00/cone
Water Usage for Parks	\$75.00/day City	\$75.00/day City
	\$94.00/day Non-City	\$94.00/day Non-City
Power Usage Fee	Usage Amount (\$75.00/day minimum) City	Usage Amount (\$75.00/day minimum) City
	Usage Amount (\$94.00/day minimum) Non-City	Usage Amount (\$94.00/day minimum) Non-City
Commercial running/biking events	\$5.00/person	\$5.00/person
Overnight Parking Fee	\$25.00/vehicle	\$25.00/vehicle
Storage Fee		\$100.00/day
Picnic Table Fee		\$100.00/for 3
Filming Permit Fee		\$200.00 per day
Filming Permit Late Fee		\$300.00
Street/Parking Lot/Right of way closure		\$500.00 per day

Active and Retired US Military and their immediate family may receive the City rate on all fees

City Residents may bring up to four visiting family members for a daily use.

Financial assistance is available to City residents only.

The following fees are set by the instructors/coaches/coordinators providing the programs, are based on the numbers of games per season or are determined by outside providers (i.e. tours, overnight stays, meals).

Karate, Tennis, Youth Soccer Camps, Adult Athletic Tournaments, Senior Trips, Adventure

Camps, Kids Night Out, Athletic Leagues, Teen Trips, Aquatic Trips (tubing, manatee swim, diving, etc.), Infant Survival Swimming.

POLICE

	<u>Current Fee:</u>	<u>Proposed Fee:</u>
Copy of Accident or Police Reports	\$2.00	\$2.00
Fingerprints	\$5.00	\$5.00

SANITATION:

City of Fernandina Beach							
Effective July 1, 2020							
Monthly Commercial Sanitation Rate Schedule ⁽¹⁾							
Service Description	1 pulls per week	2 pulls per week	3 pulls per week	4 pulls per week	5 pull per week	6 pulls per week	7 pulls per week
Toters	\$17.61	\$35.22	\$52.83	\$70.44	\$88.05	\$105.66	\$123.27
2 Yard Dumpsters	\$53.33	\$106.66	\$159.99	\$213.32	\$266.65	\$319.98	\$373.31
4 Yard Dumpsters	\$106.63	\$213.26	\$319.89	\$426.52	\$533.15	\$639.78	\$746.41
6 Yard Dumpsters	\$159.95	\$319.90	\$479.85	\$639.80	\$799.75	\$959.70	\$1,119.65
8 Yard Dumpsters	\$213.26	\$426.52	\$639.78	\$853.04	\$1,066.30	\$1,279.56	\$1,492.82
Extra Pulls	Per Toter	2 Yard Dumpster	4 Yard Dumpster	6 Yard Dumpster	8 Yard Dumpster		
Fee	\$4.11	\$12.03	\$24.07	\$36.10	\$48.14		
Larger Dumpsters Available				Prices Upon Request			
Permanent Roll-Off Service Rate				\$290.02 per pull plus disposal charges			
Compactor Service Rate				\$313.47 per pull plus disposal charges			
Monthly Residential Sanitation Rate Schedule ⁽¹⁾							
Service Description	Price includes 2 pulls per week, recycle, and yard waste						
1 Toter	\$22.23						
2 Toter	\$44.46						
1 Toter with Roll Out/In Service	\$36.66						
2 Toters with Roll Out/In Service	\$73.32						
Excess Charges							
Appliances and White Goods per item	\$16.42						

⁽¹⁾ The refuse contract between the City and Advanced Disposal allows for an annual increase.

STORMWATER**STORMWATER SERVICE MISCELLANEOUS SERVICE CHARGES**

<u>Description</u>	<u>Application</u>	<u>Current Fee:</u>	<u>Proposed Fee:</u>
Customer Deposit	New Applicants or delinquent customers	3 Months of service	3 Months of service
Residential Single Family	Per residential unit	\$12.00	\$12.00
Residential Single Family w/ Private stormwater system	Per residential unit	\$6.00	\$6.00
Residential Multi-Family	Per residential unit	\$6.00	\$6.00
Residential Multi-Family w/ Private stormwater system	Per residential unit	\$3.00	\$3.00
Commercial	Per commercial unit	\$12.00	\$12.00
Commercial w/ Private stormwater system	Per commercial unit	\$6.00	\$6.00
Multi-unit commercial	Per commercial unit	\$6.00	\$6.00
Multi-unit commercial w/ Private stormwater system	Per commercial unit	\$3.00	\$3.00
Late Payment Fee	Amount of Unpaid Utility Bill	1.5% Rate Monthly	1.5% Rate Monthly

STREETS

	<u>Current Fee:</u>	<u>Proposed Fee:</u>
Extended Downtown Public Parking Permit for permitted construction projects	\$15.00/day or \$75.00/week	\$15.00/day or \$75.00/week
Driveway Permit	\$35.00	\$35.00

<u>Right of Way Encroachment</u>	\$35.00 annually	\$35.00 annually
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Right of Way Use Permits

Underground Cable	\$50.00	\$50.00
Poles (each)	\$5.00	\$5.00
Paved Pavement Cuts	\$100.00	\$100.00
Unpaved Pavement Cuts	\$50.00	\$50.00
Jack and Bore	\$100.00	\$100.00
Landscaping	\$35.00	\$35.00

<u>Right of Way Removal Fee - Unpermitted Items in ROW</u> (not including signs)	\$100.00 flat fee	\$100.00 flat fee
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WASTEWATER

Base Facility Charges:

<u>Meter Size</u>	<u>Current Fee:</u>		<u>Proposed Fee:</u>	
	<u>Single Family</u>	<u>General ⁽²⁾</u>	<u>Single Family</u>	<u>General ⁽²⁾</u>
5/8 Inch	\$35.09	\$35.09	<u>\$30.00</u>	<u>\$30.00</u>
1.0 Inch	\$45.58	\$45.58	<u>\$72.32</u>	<u>\$72.32</u>
2.0 Inch	\$266.12	\$266.12	<u>\$227.53</u>	<u>\$227.53</u>
3.0 Inch	\$530.16	\$530.16	<u>\$453.29</u>	<u>\$453.29</u>
4.0 Inch	\$937.02	\$937.02	<u>\$801.15</u>	<u>\$801.15</u>
Multi-Family (Service Size Rate) + #units Per Dwelling Unit		\$33.01		<u>\$28.22</u>
Sewer only residential Per Dwelling Unit		\$57.61		<u>\$49.26</u>
Multi-Commercial (Service Size Rate) + #business Per Business w/fixtures		\$35.09		<u>\$30.00</u>

Commodity Charges:

Rate Per 100 Cubic Feet

<u>Usage Block</u>	<u>Monthly Usage (CCF)</u>	<u>Current Fee:</u>		<u>Proposed Fee:</u>	
		<u>Residential</u>	<u>General ⁽²⁾</u>	<u>Residential</u>	<u>General ⁽²⁾</u>
1	0 – 10	\$2.25	\$2.25	\$2.25	\$2.25
2	>10		\$2.25		\$2.25

Industrial Facilities:

Only domestic type wastewater will be accepted from industrial sites. All industrial wastewater shall be metered at the discharge of the industrial customer's lift station. This meter will be accessible and read monthly by the City and yearly check by the customer and city for accuracy.

Monthly Usage (gallons)		
Domestic sewage		
Per 12,775 gallons	\$59.63	\$59.63

Septic Tank Waste Disposal:

Private or Commercial Vehicle disposing of Domestic septic Tank waste at City's Wastewater treatment plant.	0.046 per gal	0.046 per gal
Sample and analysis for BOD at the request of the City Manager and subject to same Requirements of 82-181.	\$58.35 per analysis	\$58.35 per analysis

(1) Rates represent charges for inside the City customers. Outside the City customers are charged an additional 25% surcharge.

(2) General service customers represent customers that are not single family residential.

Customer Connection Charge:

	<u>Current Fee:</u>	<u>Proposed Fee:</u>
Low Pressure 2 inch service	Per New Connection \$1,000.00	\$1,000.00
Larger than 2" tap	Per New Connection Actual Cost	Actual Cost
Road Bore 2 inch line	\$500.00	\$500.00
Core Manhole for service	\$500.00	\$500.00
2" Force main extensions	\$10.00/ft	\$10.00/ft

WATER

WATER SERVICE MISCELLANEOUS SERVICE CHARGES^(1,2)

<u>Description</u>	<u>Application</u>	<u>Current Fee:</u>	<u>Proposed Fee:</u>
Customer Deposit	New Applicants or delinquent customers	3 Months of service	3 Months of service
Returned Check Charge	Per Occurrence	\$29.00	\$29.00
Turn on / Turn off for Non-payment	Per Occurrence	\$65.00	\$65.00
Hydrant Flow test	Per Hydrant	\$100.00	\$100.00
Backflow device testing	Per Backflow	\$100.00	\$100.00
Account Processing Fee	Per Occurrence	\$10.00	\$10.00
Service Call	Per Occurrence	\$45.00	\$45.00
Late Payment Fee	Amount of Unpaid Utility Bill	18% Rate Annually	18% Rate Annually

Meter Installation:

5/8 Inch x 3/4 Inch Meter	Per New Connection	\$100.00	\$100.00
1.0 Inch Meter	Per New Connection	\$165.00	\$165.00
Larger Meters	Per New Connection	Actual Cost 20%	Actual Cost 20%

Customer Connection Charge:

- 2" or smaller service tap	Per New Connection	\$1,000.00	\$1,000.00
Larger than 2" tap	Per New Connection	Actual Cost	Actual Cost

Road Bore 3" and smaller	\$500.00	\$500.00
2" Water Main Extension	\$10.00/ft	\$10.00/ft
4" to 8" Water Main Extension	\$50.00/ft	\$50.00/ft
Fire Hydrant Installation	\$3,500.00	\$3,500.00
Second Meter Box next to existing	Per 3/4" Connection \$250.00	\$250.00

		<u>Current Fee:</u>			<u>Proposed Fee:</u>
Base Facility Charges:					
<u>Meter Size</u>	<u>Single Family</u>	<u>General</u> ⁽²⁾	<u>Single Family</u>	<u>General</u> ⁽²⁾	
5/8 Inch	\$11.96	\$11.96	\$11.96	\$11.96	
1.0 Inch	\$27.59	\$27.59	\$27.59	\$27.59	
2.0 Inch	\$84.89	\$84.89	\$84.89	\$84.89	
3.0 Inch	\$168.24	\$168.24	\$168.24	\$168.24	
4.0 Inch	N/A	\$262.01	N/A	\$262.01	
6.0 Inch	N/A	\$522.54	N/A	\$522.54	

<u>Current Fee:</u>			<u>Proposed Fee:</u>		
Multi-Family (Service Size Rate) + Per Dwelling Unit plus Base Facility	\$10.42		\$10.42		
Multi-Comm (Service Size Rate)+ Per Business	\$11.96		\$11.96		
Commodity Charges:	Rate Per 100 Cubic Feet		Rate Per 100 Cubic Feet		
	Monthly Usage (CCF)		Monthly Usage (CCF)		
<u>Usage Block</u>	<u>Residential</u>	<u>General ⁽²⁾</u>	<u>Residential</u>	<u>General ⁽²⁾</u>	
1	\$1.18	\$1.58	0 – 4	\$1.18	\$1.58
2	\$1.58	\$1.58	4 – 10	\$1.58	\$1.58
3	\$1.67	\$1.58	10 - 16	\$1.67	\$1.58
4	\$1.87	\$1.58	16 - 24	\$1.87	\$1.58
5	\$2.28	\$1.58	>24	\$2.28	\$1.58
Fire Line & Hydrant Charges Monthly:					
2 Inch	\$6.55		\$6.55		
4 Inch	\$20.46		\$20.46		
6 Inch	\$40.92		\$40.92		
8 Inch	\$65.48		\$65.48		
10 Inch	\$94.11		\$94.11		
Hydrant per month (connection only)	\$37.00		\$37.00		

(1) Rates represent charges for inside the City customers. Outside the City customers are charged an additional 25% surcharge.

(2) General service customers represent all customers that are not single family residential.

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Ordinance 2020-29
Code Amendment - Permits

ITEM TYPE: Ordinance (w/o fiscal impact)

REQUESTED ACTION: Consider Ordinance 2020-29 at First Reading.

SYNOPSIS: Section 22-29 of the proposed Ordinance references the 2004 Florida Building Code which is no longer current. The revision is intended to reflect the 7th edition of the Florida Building Code 2020. Of note, the proposed revisions will serve to provide consistency with existing Land Development Code language for sheds and decks, requires permits for exterior mounted TV screens on commercial buildings, and requires permits for site clearing to enforce tree protection standards.

FISCAL IMPACT: Applicable application fees as established in the Master Fee Schedule.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission approve proposed Ordinance 2020-29 at First Reading.

Dale L. Martin, City Manager 8/7/2020

Tammi E. Bach, City Attorney 8/7/2020

Date: June 12, 2020

Submitted By: Stephen Beckman, Building Director

COMMISSION ACTION: Approve

ORDINANCE 2020-29

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AMENDING CHAPTER 22, BUILDINGS AND BUILDING REGULATIONS, BY AMENDING SECTION 22-29 PERMITS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 22 of the City Code of Ordinances regulates Buildings and Building regulations; and

WHEREAS, certain revisions are necessary to comply with the existing Land Development Code and Florida Building Code (FBC) and support City Commission established goals for tree protection; and

WHEREAS, certain revisions are also necessary to update language from 2007 FBC to current FBC language, 7th Edition of the Florida Building Code.

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

SECTION 1. It is hereby proposed that Section 22-29 of the Code of Ordinances, City of Fernandina Beach, Florida be amended as provided in Exhibit "A."

SECTION 2. All Ordinances or parts of Ordinances and all Resolutions in conflict herewith be and the same are hereby repealed.

SECTION 3. SEVERABILITY. If any provision or portion of the Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of the Ordinance shall remain in full force and effect.

SECTION 4. EFFECTIVE DATE. This Ordinance shall take effect immediately upon its final enactment.

ENACTED this 15th day of September, 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

ORDINANCE 2020-29

EXHIBIT "A"

*Replacing Existing Section 22-29 subsections 101-116 and adding subsection 117
Section 22-29.1 (Flood) remains as under approved Ordinance 2019-26.*

SECTION 101—GENERAL

101.1 Title . These regulations shall be known as the Florida Building Code hereinafter referred to as "this code" and shall therefore govern the administration and enforcement.

101.2 Scope . The provisions of this code shall apply to the construction, alteration, movement, enlargement, replacement, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every building or structure or any appurtenances connected or attached to such buildings or structures.

Exceptions:

~~1.~~

~~Detached one and two family dwellings and multiple single family dwellings (townhouses) not more than three stories above grade plane in height with a separate means of egress and their accessory structures shall comply with the Florida Building Code, Residential.~~

~~2.~~

~~Existing buildings undergoing repair, alterations or additions and change of occupancy shall comply with Florida Building Code, Existing.~~

101.2.1 Appendices . Provisions in the appendices shall not apply unless specifically adopted. To be enforced, the appendices included in the technical codes must be adopted by a local governmental jurisdiction for use in that jurisdiction.

101.3 Intent . The purpose of this code is to establish the minimum requirements to safeguard the public health, safety and general welfare through structural strength, means of egress facilities, stability, sanitation, adequate light and ventilation, energy conservation, and safety to life and property from fire and other hazards attributed to the built environment and to provide safety to fire fighters and emergency responders during emergency operations.

101.3.1 Quality Control . Quality control of materials and workmanship is not within the purview of this code except as it relates to the purposes stated herein.

101.3.2 Warranty and Liability . The permitting plan, review or inspection of any building, system or plan by this jurisdiction, under the requirements of this code, shall not be construed in any

~~court as a warranty of the physical condition of such building, system or plan or their adequacy. This jurisdiction shall not be liable in tort for damages or hazardous or illegal condition or inadequacy in such building, system or plan, nor for any failure of any component of such, which may occur subsequent to such inspection or permitting.~~

~~**101.4 Referenced codes.** The other codes listed in subparagraphs 1 through 9 and referenced elsewhere in this code shall be considered part of the requirements of this code to the prescribed extent of each such reference.~~

~~1.~~

~~**Electrical.** The provisions of Chapter 27 of the Florida Building Code, Building shall apply to the installation of electrical systems, including alterations, repairs, replacement, equipment, appliances, fixtures, fittings and appurtenances thereto.~~

~~2.~~

~~**Gas.** The provisions of the International Fuel Gas Code with the Florida Fuel Gas Code Supplement shall apply to the installation of gas piping from the point of delivery, gas appliances and related accessories as covered in this code. These requirements apply to gas piping systems extending from the point of delivery to the inlet connections of appliances and the installation and operation of residential and commercial gas appliances and related accessories.~~

~~3.~~

~~**Mechanical.** The provisions of the Florida Building Code, Mechanical shall apply to the installation, alterations, repairs and replacement of mechanical systems, including equipment, appliances, fixtures, fittings and/or appurtenances, including ventilating, heating, cooling, air conditioning and refrigeration systems, incinerators and other energy-related systems.~~

~~4.~~

~~**Plumbing.** The provisions of the Florida Building Code, Plumbing shall apply to the installation, alteration, repair and replacement of plumbing systems, including equipment, appliances, fixtures, fittings and appurtenances, and where connected to a water or sewage system and all aspects of a medical gas system.~~

~~5.~~

~~**Property maintenance.** The provisions of the International Property Maintenance Code shall apply to existing structures and premises; equipment and facilities; light, ventilation, space heating, sanitation, life and fire safety hazards, responsibilities of owners, operators and occupants; and occupancy of existing premises and structures.~~

~~6.~~

~~**Fire prevention.** The Florida Fire Prevention Code shall apply to matters affecting or relating to structures, processes and premises from the hazard of fire and explosion arising from the storage, handling or use of structures, materials or devices; from conditions hazardous to life, property or public welfare in the occupancy of structures or premises; and~~

~~from the construction, extension, repair, alteration or removal of fire suppression, automatic sprinkler systems and alarm systems or fire hazards in the structure or on the premises from occupancy or operation.~~

~~7.~~

~~**Energy.** The provisions of the Florida Energy Conservation Code shall apply to all matters governing the design and construction of buildings for energy efficiency.~~

~~8.~~

~~**Accessibility.** The provisions of the Florida Accessibility Code shall apply to all matters governing the design and construction of buildings and structures for accessibility.~~

~~9.~~

~~**Manufactured buildings.** For additional administrative and special code requirements, see Section 458, Florida Building Code, Building, and Rule 61-41 Florida Administrative Code.~~

~~**101.5 Referenced standards.** Standards referenced in the technical codes shall be considered an integral part of the codes without separate adoption. If specific portions of the standard are denoted by code text, only those portions of the standard shall be enforced. Where code provisions conflict with a standard, the code provisions shall be enforced. Permissive and advisory provisions in a standard shall not be construed as mandatory.~~

~~**101.6 Units of measure.** The inch-pound system of measurement is applicable to the provisions of this code. Metric units indicated in parenthesis following inch-pound units are approximate equivalents and are provided for informational purposes only.~~

~~**101.7 Accessibility.** For provisions related to accessibility, refer to Florida Accessibility Code,~~

~~**101.8 Energy.** For provision related to energy, refer to the Florida Energy Conservation Code~~

~~**101.9 Rules of Construction.** The rules set out in this section shall be observed, unless such construction is inconsistent with the manifest intent of this chapter. The rules of construction and definitions set out here shall not be applied to any section of this chapter which contains any express provisions excluding such construction or where the subject matter or content of such section would be inconsistent with this section.~~

~~1.~~

~~**Generally.** All provisions, terms, phrases, and expressions contained in this division shall be liberally construed in order that the true intent and meaning of the administration of the jurisdiction may be fully carried out. Terms used in this division unless otherwise specifically provided, shall have the meanings prescribed by the statutes of this state for the same terms.~~

2.

Text . In case of any difference of meaning or implication between the text of this division and any figure, the text shall control.

3.

Delegation of authority . Whenever a provision appears requiring the Building Official or some other officer or employee to do some act or perform some duty, it is to be construed to authorize the Building Official or other officer to designate, delegate and authorize professional level sub-ordinates to perform the required act or duty unless the terms of the provision or section specify otherwise.

4.

Month . The word "month" shall mean a calendar month.

5.

Shall, may. The word "shall" is mandatory, "may" is permissive. The word "shall" takes precedence over "may".

6.

Written or in writing . The term "written" or "in writing" shall be construed to include any representation of words, letters or figures whether by printing or otherwise.

7.

Year . The word "year" shall mean a calendar year, unless a fiscal year is indicated.

8.

Interpretation . Interpretation of this chapter shall be made by the Building Official.

~~101.10 Words not defined.~~

~~101.10.1~~ Words not defined herein shall have the meaning stated in the Florida Statutes or other nationally recognized codes, or other documents, manuals, or standards adopted elsewhere in this chapter. Words not defined in those documents shall have the meaning stated in the Webster's Third New International Dictionary, as revised.

~~101.10.2~~ In case of a conflict in definitions or codes, the appropriate definition (or code) to be applied shall be the one applicable to the trade in question. In case of a conflict between different parts of this chapter, conflicts within the same code, or conflicts between code, the more stringent requirements shall be applicable.

~~101.11 Words defined.~~

~~Abandon or abandonment~~ . (1) Termination of a construction project by a contractor without just cause or proper notification to the owner including the reason for termination. (2) Failure of a contractor to perform work without just cause for ninety (90) days

~~(3) Failure to obtain an approved inspection within one hundred eighty (180) days from the previous approved inspection.~~

~~**Appraised value.** For the purpose of this section, appraised value is defined as either (1) one hundred and twenty (120) percent of the assessed value of the structure as indicated by the County Property Appraiser's Office or (2) the value as indicated in a certified appraisal from a certified appraiser.~~

~~**Assessed value.** The value of real property and improvements thereon as established by the County Property Appraiser.~~

~~**Authorized agent.** A person specifically authorized by the holder of a certificate of competency to obtain permits in his stead.~~

~~**Basic Wind Speed Line.** The basic wind speed line for the jurisdiction shall be as established by the risk class wind speed contour maps and "Exhibit A thru C" attached to and made part of this Chapter.~~

~~**Board.** The appropriate City of Fernandina Beach Code Enforcement and Appeals Board, unless otherwise specifically stated.~~

~~**Building.** The removal, disassembly, repair, replacement, installation or assembly of the building, structure, building system or building components in whole or parts thereof.~~

~~**Building component.** An element or assembly of elements integral to or part of a building.~~

~~**Building Official.** "Building Code Administrator" or "Building Official" means any of those employees of municipal or county governments with building construction regulation responsibilities who are charged with the responsibility for direct regulatory administration or supervision of plan review, enforcement, or inspection of building construction, erection, repair, addition, remodeling, demolition, or alteration projects that require permitting indicating compliance with building, plumbing, mechanical, electrical, gas, fire prevention, energy, accessibility, and other construction codes as required by state law or municipal or county ordinance. This term is synonymous with "building official" as used in the administrator chapter of the Standard Building Code and the South Florida Building Code. One person employed by each municipal or county government as a building code administrator or building official and who is certified under this part may be authorized to perform any plan review or inspection for which certification is required by this part.~~

Building shell . The structural components that completely enclose a building, including, but not limited to, the foundations, structural frame, floor slabs, exterior walls and roof system.

Building system . A functionally related group of elements, components and/or equipment, such as the electrical, plumbing and mechanical systems of a building.

Certification . The act or process of obtaining a certificate of competency from the state or County through the review of the applicant's experience and financial responsibility as well as successful passage of an examination.

Certificate of Competency (certificate) . An official document evidencing that a person is qualified to engage in the business of contracting, subcontracting or the work of a specific trade.

Certificate of Experience . An official document evidencing that an applicant has satisfied the work experience requirements for a certificate of competency.

Certificate of Occupancy (C.O.) . An official document evidencing that a building satisfies the requirements of the City for the occupancy of a building.

Certified contractor . Any contractor who possesses a certificate of competency issued by the Department of Professional Regulation of the State of Florida.

Change of occupancy . A change from one Building Code occupancy classification or sub-classification to another.

Commercial building . Any building, structure, improvement or accessory thereto, other than a one or two-family dwelling.

Cumulative construction cost . The sum total of costs associated with any construction work done to a building or structure either at one (1) time or at different times within a specified period of time.

Demolition . The act of razing, dismantling or removal of a building or structure, or portion thereof, to the ground level.

Examination . An exam prepared, proctored and graded by a recognized testing agency unless otherwise implied in context or specifically stated otherwise.

Imminent danger . Structurally unsound conditions of a structure or portion thereof that is likely to cause physical injury to a person entering the structure; Or due to structurally unsound conditions, any portion of the structure is likely to fall, be carried by the wind, or otherwise detach or move, and in doing so cause physical injury or damage to a person on the property or to a person or property

nearby; Or the condition of the property is such that it harbors or is inhabited by pests, vermin, or organisms injurious to human health, the presence of which constitutes an immediate hazard to people in the vicinity.

Inspection warrant . A court order authorizing the official or his designee to perform an inspection of a particular property named in the warrant.

Intensification of use . An increase in capacity or number of units of a residential or commercial building.

Interior finish . The preparation of interior spaces of a commercial building for the first occupancy thereof.

Licensed contractor . A contractor certified by the State of Florida or the local

jurisdiction who has satisfied all State or City requirements to be actively engaged in contracting.

Owner's agent . A person, firm or entity authorized by affidavit or power of attorney in writing by the owner to act for or in place of the owner.

Permit . An official document authorizing performance of a specific activity regulated by this Chapter.

Permit card or placard . A document issued by the jurisdiction evidencing the issuance of a permit and recording of inspections.

Qualifying agent, primary . A person who possesses the requisite skill, knowledge, experience and certificate of competency, and has the responsibility to supervise, direct, manage, and control the contracting activities of the business organization with which he is associated; who has the responsibility to supervise, direct, manage and control construction activities on a job for which he has obtained a permit, and whose technical and personal qualifications have been determined by investigation and examination and is evidence by his possession of a certificate of competency.

Reciprocity . To accept a verified affidavit from any municipality or county of the State of Florida that the applicant has satisfactorily completed a written examination in its jurisdiction equal in content with the examination required by this Chapter.

Registered contractor . A contractor who has registered with the department of professional regulation of the State of Florida pursuant to fulfilling the competency requirements of the local jurisdiction.

Registration . The act or process of registering a locally obtained Certificate of Competency with the State, or the act or process of registering a state issued Certificate of Competency with the municipality.

Remodeling . Work which changes the original size, configuration, or material of the components of a building.

Roofing . The installation of roof coverings.

Spa . Any constructed or prefabricated pool containing water jets.

Specialty contractor . A contractor whose services fall within the subset of activities in the categories specified in Section 489.105 (3), Florida Statutes, as amended.

Site . The physical clearing of the site in preparation for foundation work including, but not limited to, site clearing, excavation, dewatering, pilings and soil testing activities.

Stop work order . An order by the Building Official, or his designee, which requires the immediate cessation of all work and work activities described in the order.

Structural component . Any part of a system, building or structure, load bearing or non-load bearing, which is integral to the structural integrity thereof, including, but not limited to walls, partitions, columns, beams and girders.

Structural work or alteration . The installation or assembling of new structural components into a system, building or structure. Also, any change, repair or replacement of any existing structural component of a system, building, or structure.

Substantial completion . Where the construction work has been sufficiently completed in accordance with the applicable City, State, and Federal Codes, so that the owner can occupy or utilize the project for the use for which it is intended.

Value . Job cost includes labor, materials, the estimated current replacement cost of the building in kind, and design.

SECTION 102 – APPLICABILITY

102.1 General . Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable. Where, in any specific case, different sections of this code specify different materials, methods of construction or other requirements, the most restrictive shall govern.

102.1.1 The Florida Building Code does not apply to, and no code enforcement action shall be brought with respect to, zoning

~~requirements, land use requirements and owner specifications or programmatic requirements which do not pertain to and govern the design, construction, erection, alteration, modification, repair or demolition of public or private buildings, structures or facilities or to programmatic requirements that do not pertain to enforcement of the Florida Building Code. Additionally, a local code enforcement agency may not administer or enforce the Florida Building Code, Building to prevent the siting of any publicly owned facility, including, but not limited to, correctional facilities, juvenile justice facilities, or state universities, community colleges, or public education facilities, as provided by law.~~

~~**102.1.2 Building.** The provisions of the Florida Building Code shall apply to the construction, erection, alteration, modification, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every public and private building, structure or facility or floating residential structure, or any appurtenances connected or attached to such buildings, structures or facilities. Additions, alterations, repairs and changes of use or occupancy group in all buildings and structures shall comply with the provisions provided of the Florida Building Code, Existing Building. The following buildings, structures and facilities are exempt from the Florida Building Code as provided by law, and any further exemptions shall be as determined by the legislature and provided by law:~~

~~(a)~~

~~Building and structures specifically regulated and preempted by the federal government.~~

~~(b)~~

~~Railroads and ancillary facilities associated with the railroad.~~

~~(c)~~

~~Nonresidential farm buildings on farms.~~

~~(d)~~

~~Temporary buildings or sheds used exclusively for construction purposes.~~

~~(e)~~

~~Mobile or modular structures used as temporary offices, except that the provisions of Part V (Section 553.501-553.513, Florida Statutes) relating to accessibility by persons with disabilities shall apply to such mobile or modular structures. Permits shall be required for structural support and tie-down, electric supply and all other such utility connections to such mobile or modular structures as required by this jurisdiction.~~

~~(f)~~

~~Those structures or facilities of electric utilities, as defined in Section 366.02, Florida Statutes, which are directly involved in the generation, transmission or distribution of electricity.~~

(g)

~~Temporary sets, assemblies or structures used in commercial motion picture or television production, or any sound recording equipment used in such production, on or off the premises.~~

(h)

~~Chickees constructed by the Miccosukee Tribe of Indians of Florida or the Seminole Tribe of Florida. As used in this paragraph, the term "chickee" means an open-sided wooden hut that has a thatched roof of palm or palmetto or other traditional materials, and that does not incorporate any electrical, plumbing or other nonwood features.~~

(i)

~~Family mausoleums not exceeding 250 square feet in area which are prefabricated and assembled onsite or preassembled and delivered on site and have walls, roofs, and a floor constructed of granite, marble, or reinforced concrete.~~

(j)

~~Temporary housing provided by the Department of Correction to any prisoner in the state correctional system.~~

~~**102.2.1** In addition to the requirements of Section 553.79 and 553.80, Florida Statutes, facilities subject to the provisions of Chapter 395, Florida Statutes, and Part II of Chapter 400, Florida Statutes, shall have facility plans reviewed and construction surveyed by the state agency authorized to do so under the requirements of Chapter 395, Florida Statutes, and Part II of Chapter 400, Florida Statutes, and the certification requirements of the federal government.~~

~~**102.2.2** Residential buildings or structures moved into or within the municipality shall not be required to be brought into compliance with the state minimum building code in force at the time the building or structure is moved, provided:~~

~~1.~~

~~The building or structure is structurally sound and in occupiable condition for its intended use;~~

~~2.~~

~~The occupancy use classification for the building or structure is not changed as a result of the move;~~

~~3.~~

~~The building is not substantially remodeled;~~

~~4.~~

~~Current fire code requirements for ingress and egress are met;~~

~~5.~~

~~Electrical, gas and plumbing systems meet the codes in force at the time of construction and are operational and safe for reconnection; and~~

~~6.~~

~~Foundation plans are sealed by a professional engineer or architect licensed to practice in this state, if required by the Florida Building Code, Building for all residential buildings or structures of the same occupancy class.~~

~~**102.2.3** The Building Official shall apply the same standard to a moved residential building or structure as that applied to the remodeling of any comparable residential building or structure to determine whether the moved structure is substantially remodeled.~~

~~The cost of the foundation on which the moved building or structure is placed shall not be included in the cost of remodeling for purposes of determining whether a moved building or structure has been substantially remodeled.~~

~~**102.2.4** This section does not apply to the jurisdiction and authority of the Department of Agriculture and Consumer Services to inspect amusement rides or the Department of Financial Services to inspect state-owned buildings and boilers.~~

~~**102.2.5** Each jurisdiction shall be governed by a board, the composition of which shall be determined by the affected localities. At its own option, each enforcement district or local enforcement agency may promulgate rules granting to the owner of a single-family residence one or more exemptions from the Florida Building Code relating to:~~

~~1.~~

~~Addition, alteration or repair performed by the property owner upon his or her own property, provided any addition or alteration shall not exceed 1,000 square feet (93 m²) or the square footage of the primary structure, whichever is less.~~

~~2.~~

~~Addition, alteration or repairs by a nonowner within a specific cost limitation set by rule, provided the total cost shall not exceed \$5,000 within any 12-month period.~~

~~3.~~

~~The exemption does not apply to single-family residences that are located in mapped flood hazard areas, as defined in the code, unless the enforcement district or local enforcement agency has determined that the work, which is otherwise exempt, does not constitute a substantial improvement, including the repair of substantial damage, of such family residences.~~

~~Each code exemption, as defined in this section, shall be certified to the local board 10 days prior to implementation and shall be effective only in the territorial jurisdiction of the enforcement district or local enforcement agency implementing it.~~

~~102.2.6~~ This section does not apply to swings and other playground equipment accessory to a one- or two-family dwelling.

~~Exception~~ : Electrical service to such playground equipment shall be in accordance with [Chapter 27](#) of this code.

~~102.3 Application of references.~~ References to chapter or section numbers, or attachments or to provisions not specifically identified by number, shall be construed to refer to such chapter, section or provision of this code.

~~102.4 Referenced codes and standards.~~ The codes and standards referenced in this code shall be considered part of the requirements of this code to the prescribed extent of each such reference. Where differences occur between provisions of this code and referenced codes and standards, the provisions of this code shall apply.

~~102.4.1~~ Provisions in referenced codes and standards. Where the extent of the reference to a referenced code or standard includes subject matter that is within the scope of this code or the Florida Codes listed in Section 101, the provisions of this code or the Florida Codes listed in Section 101.4, as applicable, shall take precedence over the provisions in the referenced code or standard.

~~102.5 Partial invalidity.~~ In the event that any part or provision of this code is held to be illegal or void, this shall not have the effect of making void or illegal any of the other parts or provisions.

~~102.6 Existing structures.~~ The legal occupancy of any structure existing on the date of adoption of this code shall be permitted to continue without change, except as is specifically covered in this code, the International Property Maintenance Code or the Florida Fire Prevention Code, or as is deemed necessary by the Building Official for the general safety and welfare of the occupants and the public.

~~102.7 Relocation of manufactured buildings.~~

~~1.~~

~~Relocation of an existing manufactured building does not constitute an alteration.~~

~~2.~~

~~A relocated building shall comply with wind speed requirements of the new location, using the appropriate wind speed map. If the existing building was manufactured in compliance with the Standard Building Code (prior to March 1, 2002), the wind speed map of the Standard Building Code shall be applicable. If the existing building was manufactured in compliance with the Florida Building Code (after March 1, 2002), the wind speed map of the Florida Building Code shall be applicable.~~

~~3.~~

~~A relocated building shall comply with the flood hazard requirements of the new location, if applicable.~~

~~**102.8 Existing mechanical equipment** . An agency or local government may not require that existing mechanical equipment on the surface of the roof be installed in compliance with the requirements of the Florida Building Code until the equipment is required to be moved or replaced.~~

SECTION 103 BUILDING DEPARTMENT

~~**103.1 Establishment** . There is hereby established a department to be called the Building Department and the person in charge shall be known as the Building Official.~~

103.2 Employee Qualifications

~~**103.2.1 Building Official Qualifications** . The Building Official shall be licensed as a Standard Building Code Administrator by the State of Florida.~~

~~**103.2.2 Employee Qualifications** . The Building Official, with the approval of the City Manager, may appoint or hire such number of officers, inspectors, plans examiners, assistants and other employees as shall be authorized from time to time. A person shall not be appointed or hired as inspector or plans examiner unless that person meets the qualifications for licensure as an inspector or plans examiner in the appropriate trade as established by the State of Florida.~~

~~**103.2.3 Restrictions on employees** . An officer or employee connected with the department, except one whose only connection is as a member of the board established by this code, shall not be financially interested in the furnishing of labor, material, or appliances for the construction, alteration, or maintenance of a building, structure, service, system or in the making of plans or of specifications thereof, within the jurisdiction of the department, unless he is the owner of such. This office or employee shall not engage in any other work which is inconsistent with his duties or conflict with the interest of the department.~~

~~**103.3 Records** . The Building Official shall keep, or cause to be kept, a record of the business of the department. The records of the department shall be open to public inspection.~~

~~**103.4 Liability** . Any officer or employee or member of the Code Enforcement and Appeals Board and the Board of Adjustment, charged with the enforcement of this code, acting for the applicable governing authority in the discharge of their duties, shall not thereby render himself personally liable, and is hereby relieved from all personal liability for any damage that may accrue to persons or property as a result of any act required or permitted in the discharge of his duties. Any suit brought against any officer or employee or member because of such act performed by him in the enforcement of any provisions of this code shall be defended by the department of law until the final termination of the~~

~~proceedings, unless such person is found to have acted in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard for the safety, health, and welfare of the public.~~

~~SECTION 104 – DUTIES AND POWERS OF THE BUILDING OFFICIAL~~

~~104.1 General.~~ ~~The Building Official is hereby authorized and directed to enforce the provision of this code. The Building Official shall have the authority to render interpretation of this code and to adopt policies and procedures in order to clarify the application of its provisions. Such interpretations, policies and procedures shall be in compliance with the intent and purpose of this code and shall not have the effect of waiving requirements specifically provided for in this code.~~

~~104.2 Applications and permits.~~ ~~The building official shall receive applications, review construction documents and issue permits for the erection, and alteration, demolition and moving of buildings and structures, inspect the premises for which such permits have been issued and enforce compliance with the provisions of this code.~~

~~104.2.1~~ ~~Determination of substantially improved or substantially damaged existing buildings and structures in flood areas. For applications for reconstruction, rehabilitation, repair, alteration, addition or other improvement of existing buildings or structures located in flood hazard areas, the building official shall determine if the proposed work constitutes substantial improvement or repair of substantial damage. Where the building official determines that the proposed work constitutes substantial improvement or repair of substantial damage, and where required by this code, the building official shall require the building to meet the requirements of Section 1612.~~

~~104.3 Notices and orders.~~ ~~The building official shall issue all necessary notices or orders to ensure compliance with this code.~~

~~104.3.1 Stop work orders.~~ ~~Upon notice from the Building Official, work on any building, structure, electrical, gas, mechanical or plumbing system that is being done contrary to the provisions of this code or in a dangerous or unsafe manner, shall immediately cease. Such notice shall be in writing and shall be given to the owner of the property, or to his agent, or to the person doing the work, and shall state the conditions under which work may be resumed. Where an emergency exists, the Building Official shall not be required to give a written notice prior to stopping the work.~~

~~104.4~~ ~~The building official shall make all of the required inspections, or the building official shall have the authority to accept reports of inspection by approved agencies or individuals. Reports of such~~

inspections shall be in writing and be certified by a responsible officer of such approved agencies or by the responsible individual. The building official is authorized to engage such expert opinion as deemed necessary to report upon unusual technical issues that arise, subject to the approval of the appointing authority.

~~104.5 The building official shall carry proper identification when inspecting structures or premises in the performance of duties under this code.~~

~~104.6 Right of Entry.~~

~~104.6.1 Whenever necessary to make an inspection to enforce any of the provisions of this code, or whenever the Building Official has reasonable cause to believe that there exists in any building or upon any premises any condition or code violation which makes such building, structure, premises, electrical, gas, mechanical or plumbing systems unsafe, dangerous or hazardous, the Building Official may enter such building, structure or premises at all reasonable times to inspect the same or to perform any duty imposed upon the Building Official by this code. If such building or premises is occupied, he shall first present proper credentials and request entry. If such building, structure, or premises are unoccupied, he shall first make a reasonable effort to locate the owner or other person having charge or control of such and request entry. If entry is refused, the Building Official shall have recourse to every remedy provided by law to secure entry.~~

~~104.6.2 When the Building Official shall have first obtained a proper inspection warrant or other remedy provided by law to secure entry, no owner or occupant or any other persons having charge, care or control of any building, structure, or premises shall fail or neglect, after proper request is made as herein provided, to promptly permit entry therein by the Building Official for the purpose of inspection and examination pursuant to this code.~~

~~104.6.3 Requirements not covered by code. Any requirements necessary for the strength, stability or proper operation of an existing or proposed building, structure, electrical, gas, mechanical or plumbing system, or for the public safety, health and general welfare, not specifically covered by this or the other technical codes, shall be determined by the Building Official.~~

~~104.7 Department records The building official shall keep official records of applications received, permits and certificates issued, fees collected, reports of inspections, and notices and orders issued. Such records shall be retained in the official records for the period required for retention of public records per FS 119.~~

~~104.8 Liability . The building official, members of the board of appeals or employees charged with the enforcement of this code, while acting for~~

~~the jurisdiction in good faith and without malice in the discharge of the duties required by this code or other pertinent law or ordinance, shall not thereby be rendered liable personally and is hereby relieved from personal liability for any damage accruing to persons or property as a result of any act by reason of any act or by reason of an act or omission in the discharge of official duties. Any suit instituted against an officer or employee in the lawful discharge of duties and under the provisions of this code shall be defended by legal representative of the jurisdiction until the final termination of the proceedings. The building official or any subordinate shall not be liable for cost in any action, suit or proceeding that is instituted in pursuance of the provisions of this code.~~

~~104.9 Approved materials and equipment.~~ ~~Materials, equipment and devices approved by the Building Official shall be constructed and installed in accordance with such approval.~~

~~104.9.1 Used materials and equipment.~~ ~~The use of used materials which meet the requirements of this code for new materials is permitted. Used equipment and devices shall not be reused unless approved by the Building Official.~~

~~104.10 Modifications.~~ ~~Wherever there are practical difficulties involved in carrying out the provisions of this code, the building official shall have the authority to grant modifications for individual cases, upon application of the owner or owner's representative, provided the building official shall first find that special individual reason makes the strict letter of this code impractical and the modifications is in compliance with the intent and purpose of this code and that such modification does not lessen health, accessibility, life and safety, or structural requirements. The details of action granting modifications shall be recorded and entered in the files of the building department.~~

~~104.11 Alternative materials, design and methods of construction and equipment.~~ ~~The provisions of this code are not intended to prevent the installation of any material or to prohibit any design or method of construction not specifically prescribed by this code, provided that any such alternative has been approved. An alternative material, design or method of construction shall be approved where the Building Official finds that the proposed design is satisfactory and complies with the intent of the provisions of this code, and that the material, method or work offered is, for the purpose intended, at least the equivalent of that prescribed in this code in quality, strength, effectiveness, fire resistance, durability and safety. When alternate life safety systems are designed, the SFPE Engineering Guide to Performance Based Fire Protection Analysis and Design of Buildings, or other methods approved by the Building Official may be used. The Building Official shall require that sufficient evidence or proof be submitted to substantiate any claim made regarding the alternative.~~

104.11.1 Research reports. ~~Supporting data, where necessary to assist in the approval of materials or assemblies not specifically provided for in this code, shall consist of valid research reports from approved sources.~~

104.11.2 Tests. ~~Whenever there is insufficient evidence of compliance with the provisions of this code, or evidence that a material or method does not conform to the requirements of this code, or in order to substantiate claims for alternative materials or methods, the Building Official shall have the authority to require tests as evidence of compliance to be made at no expense to the jurisdiction. Test methods shall be as specified in this code or by other recognized test standards. In the absence of recognized and accepted test methods, the Building Official shall approve the testing procedures. Tests shall be performed by an approved agency. Reports of such tests shall be retained by the Building Official for the period required for retention of public records.~~

104.11.3 Accessibility. ~~Alternative designs and technologies for providing access to and usability of a facility for persons with disabilities shall be in accordance with Section 11-2.2.~~

SECTION 105 – PERMITS

105.1 Required. ~~Any owner or authorized agent who intends to construct, enlarge, alter, repair, move, demolish, or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert or replace any required impact resistant coverings, electrical, gas, mechanical or plumbing system, the installation of which is regulated by this code, or to cause any such work to be done, shall first make application to the Building Official and obtain the required permit.~~

105.1.1 Annual facility permit. ~~In lieu of an individual permit for each alteration to an existing electrical, gas, mechanical, plumbing or interior nonstructural office system(s), the Building Official is authorized to issue an annual permit for any occupancy to facilitate routine or emergency service, repair, refurbishing, minor renovations of service systems or manufacturing equipment installations/relocations. The Building Official shall be notified of major changes and shall retain the right to make inspections at the facility site as deemed necessary. An annual facility permit shall be assessed with an annual fee and shall be valid for one year from date of issuance. A separate permit shall be obtained for each facility and for each construction trade, as applicable. The permit application shall contain a general description of the parameters of work intended to be performed during the year.~~

105.1.2 Annual permit records. ~~The person to whom an annual permit is issued shall keep a detailed record of alterations made under such annual permit. The Building Official shall have access~~

~~to such records at all times or such records shall be filed with the Building Official as designated.~~

~~**105.1.3 Food permit.** As per Section 500.12, Florida Statutes, a food permit from the Department of Agriculture and Consumer Services is required of any person who operates a food establishment or retail store.~~

~~**105.1.4 Public swimming pool.** The local enforcing agency may not issue a building permit to construct, develop, or modify a public swimming pool without proof of application, whether complete or incomplete, for an operating permit pursuant to Section 514.031, Florida Statutes. A certificate of completion or occupancy may not be issued until such operating permit is issued. The local enforcing agency shall conduct their review of the building permit application upon filing and in accordance with Chapter 553, Florida Statutes. The local enforcing agency may confer with the Department of health, if necessary, but may not delay the building permit application review while awaiting comment from the Department of Health.~~

105.2 Work exempt from permit. Exemptions from permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code. Permits shall not be required for the following:

Building:

- ~~1.
One-story detached accessory structures used as tool and storage sheds, playhouses, patio decks less than 12" above grade and similar uses, provided the floor area does not exceed 120 square feet (11m²).~~
- ~~2.
Retaining walls that are not over 3 feet (914.25mm) in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge or impounding Class I, II or IIIA liquids.~~
- ~~3.
Water tanks supported directly on grade if the capacity does not exceed 5,000 gallons (18,925 L) and the ratio of height to diameter or width does not exceed 2:1.~~
- ~~4.
Sidewalks and driveways not more than 30 inches (762mm) above adjacent grade, and not over any basement or story below and are not part of an accessible route.~~
- ~~5.
Painting, papering, carpeting, and similar finish work.~~
- ~~6.~~

~~Temporary motion picture, television and theater stage sets and scenery.~~

~~7.~~

~~Prefabricated swimming pools accessory to a Group 3 occupancy that are less than 24 inches (610 mm) deep, do not exceed 5000 gallons (18,925 L) and are installed entirely above ground.~~

~~8.~~

~~Shade cloth structures constructed for nursery or agricultural purposes, not including service systems.~~

~~9.~~

~~Swings and other playground equipment accessory to detached one and two family dwellings.~~

~~10.~~

~~Window awnings supported by an exterior wall and do not project more than 54 inches (1372 mm) from the exterior wall and do not require additional support of Groups R-3 and U occupancies.~~

~~11.~~

~~Non-fixed and moveable fixtures, cases, racks, counters and partitions not over 5 feet 9 inches (1753 mm) in height.~~

Electrical:

~~**Repairs and maintenance :** Minor repair work, including the replacement of lamps or the connection of approved portable electrical equipment to approved permanently installed receptacles.~~

~~**Radio and television transmitting stations :** The provisions of this code shall not apply to electrical equipment used for radio and television transmissions, but do apply to equipment and wiring for power supply and the installation of towers and antennas.~~

~~**Temporary testing systems :** A permit shall not be required for the installation of any temporary system for the testing or servicing of electrical equipment or apparatus.~~

Gas :

~~1.~~

~~Portable heating appliance.~~

~~2.~~

~~Replacement of any minor part that does not alter approval of equipment or make such equipment unsafe.~~

Mechanical:

~~1.~~

~~Portable heating appliance.~~

~~2.~~

~~Portable ventilation equipment.~~

~~3.~~

~~Portable cooling unit.~~

~~4.~~

~~Steam, hot or chilled water piping within any heating or cooling equipment regulated by this code.~~

~~5.~~

~~Replacement of any part which does not alter its approval or make it unsafe.~~

~~6.~~

~~Portable evaporative cooler.~~

~~7.~~

~~Self-contained refrigeration system containing 10 pounds (4.54 kg) or less of refrigerant and actuated by motors of 1 horsepower (746 W) or less.~~

~~8.~~

~~The installation, replacement, removal or metering of any load management control device.~~

Plumbing:

~~1.~~

~~The stopping of leaks in drains, water, soil, waste or vent pipe provided, however, that if any concealed trap, drain pipe, water, soil, waste or vent pipe becomes defective and it becomes necessary to remove and replace the same with new material, such work shall be considered as new work and a permit shall be obtained and inspection made as provided in this code.~~

~~2.~~

~~The clearing of stoppages or the repairing of leaks in pipes, valves or fixtures, and the removal and reinstallation of water closets, provided such repairs do not involve or require the replacement or rearrangement of valves, pipes or fixtures.~~

105.2.1 Emergency repairs. ~~Where equipment replacements and repairs must be performed in an emergency situation, the permit application shall be submitted within the next working business day to the Building Official.~~

105.2.2 Minor repairs. ~~Ordinary minor repairs or installation of repair parts may be made with the prior approval of the Building Official without a permit, provided the repairs do not include the cutting away of any wall, partition or portion thereof, the removal or cutting of any structural beam or load-bearing support, or the removal or change of any required means of egress, or~~

~~rearrangement of parts of a structure affecting the egress requirements; additionally, ordinary minor repairs shall not include addition to, alteration of, replacement or relocation of any standpipe, water supply, sewer, drainage, drain leader, gas, soil, waste, vent or similar piping, electric wiring systems or mechanical equipment or other work affecting public health or general safety, and such repairs shall not violate any of the provisions of the technical codes.~~

~~**105.2.3 Public service agencies** . A permit shall not be required for the installation, alteration or repair of generation, transmission, distribution or metering or other related equipment that is under the ownership and control of public service agencies by established right.~~

~~**105.3 Application for permit** . To obtain a permit, the applicant shall first file an application therefore in writing on a form furnished by the building department for that purpose. Permit application forms shall be in the format prescribed by a local administrative board, if applicable, and must comply with the requirements of Section 713.135(5) and (6), Florida Statutes.~~

~~Each application shall be inscribed with the date of application, and the code in effect as of that date. For a building permit for which an application is submitted prior to the effective date of the Florida Building Code, the state minimum building code in effect in the permitting jurisdiction on the date of the application governs the permitted work for the life of the permit and any extension granted to the permit.~~

~~**105.3.1 Action on application** . The Building Official shall examine or cause to be examined applications for permits and amendments thereto as set forth in FS 553.79 after filing. If the application or the construction documents do not conform to the requirements of pertinent laws, the Building Official shall reject such application in writing, stating the reasons therefore. If the Building Official is satisfied that the proposed work conforms to the requirements of this code and laws and ordinances applicable thereto, the Building Official shall issue a permit therefore as soon as practicable. When authorized through contractual agreement with a school board, in acting on applications for permits, the Building Official shall give first priority to any applications for the construction of, or addition or renovation to, any school or educational facility.~~

~~**105.3.1.2** No permit may be issued for any building construction, erection, alteration, modification, repair or addition unless the applicant for such permit provides to the enforcing agency which issues the permit any of the following documents which apply to the construction for which the permit is to be issued and which shall be prepared~~

by or under the direction of an engineer registered under Chapter 471, Florida Statutes:

1.

Plumbing documents for any new building or addition which requires a plumbing system with more than 250 fixture units or which costs more than \$ 125,000.

2.

Fire sprinkler documents for any new building or addition which includes a fire sprinkler system which contains 50 or more sprinkler heads. A Contractor I, Contractor II or Contractor IV, certified under Section 633.521, Florida Statutes, may design a fire sprinkler system of 49 or fewer heads and may design the alteration of an existing fire sprinkler system if the alteration consists of the relocation, addition or deletion of not more than 49 heads, notwithstanding the size of the existing fire sprinkler system.

3.

Heating, ventilation and air-conditioning documents for any new building or addition which requires more than a 15-ton-per-system capacity which is designed to accommodate 100 or more persons or for which the system costs more than \$ 125,000.

This paragraph does not include any document for the replacement or repair of an existing system in which the work does not require altering a structural part of the building or for work on a residential one-, two-, three- or four-family structure. An air-conditioning system may be designed by an installing air-conditioning contractor certified under Chapter 489, Florida Statutes, to serve any building or addition which is designed to accommodate fewer than 100 persons and requires an air-conditioning system with a value of \$125,000 or less; and when a 15-ton-per system or less is designed for a singular space of a building and each 15-ton system or less has an independent duct system. Systems not complying with the above require design documents that are to be sealed by a professional engineer.

Example 1: When a space has two 10-ton systems with each having an independent duct system, the contractor may design these two systems since each unit (system) is less than 15 tons.

Example 2: Consider a small single-story office building which consists of six individual offices where each office has a single 3-ton package air conditioning heat pump. The six heat pumps are connected to a single water cooling tower. The cost of the entire heating, ventilation and air-conditioning work is \$47,000 and the office building accommodates fewer

than 100 persons. Because the six mechanical units are connected to a common water tower this is considered to be an 18-ton system. It therefore could not be designed by a mechanical or air conditioning contractor.

NOTE: It was further clarified by the Commission that the limiting criteria of 100 persons and \$ 125,000 apply to the building occupancy load and the cost for the total air conditioning system of the building.

4.

Any specialized mechanical, electrical, or plumbing document for any new building or addition which includes a medical gas, oxygen, steam, vacuum, toxic air filtration, halon, or fire detection and alarm system which costs more than \$5,000.

5.

Electrical documents: See Florida Statutes 471.003(2)(h). Any electrical or plumbing or air-conditioning and refrigeration system meeting the following thresholds are required to be designed by a Florida Registered Engineer. The system, Requires an electrical system with a value of over \$125,000; and Requires an aggregate service capacity of over 600 amperes (240 volts) on a residential electrical system or over 800 amperes (240 volts) on a commercial or industrial electrical system.

NOTE: it was further clarified by the Commission that the limiting factor of 240 volts or over is required to be designed by an Engineer.

6.

All public swimming pools and public bathing places defined by and regulated under Chapter 514, Florida Statutes.

Documents requiring an engineer seal by this part shall not be valid unless a professional engineer who possesses a valid certificate of registration has signed, dated, and stamped such document as provided in Section 471.025, Florida Statutes.

105.3.2 Time limitation of application. An application for a permit for any proposed work shall be deemed to have been abandoned becoming null and void 180 days after the date of filing, unless such application has been pursued in good faith or a permit has been issued; except that the Building Official is authorized to grant one or more extensions of time for additional periods not exceeding 90 days each. The extension shall be requested in writing and justifiable cause demonstrated.

105.3.3 An enforcing authority may not issue a building permit for any building construction, erection, alteration, modification, repair or addition unless the permit either includes on its face or there is

~~attached to the permit the following statement: "NOTICE: In addition to the requirements of this permit, there may be additional restrictions applicable to this property that may be found in the public records of this county, and there may be additional permits required from other governmental entities such as water management districts, state agencies or federal agencies."~~

~~**105.3.4** A building permit for a single-family residential dwelling must be issued within 30 working days of application therefore unless unusual circumstances require a longer time for processing the application or unless the permit application fails to satisfy the Florida Building Code or the enforcing agency's laws or ordinances.~~

~~**105.3.5 Identification of minimum premium policy.** Except as otherwise provided in Chapter 440, Florida Statutes, Workers' Compensation, every employer shall, as a condition to receiving a building permit, show proof that it has secured compensation for its employees as provided in Section 440.10 and 440.38, Florida Statutes.~~

~~**105.3.6 Asbestos removal.** Moving, removal or disposal of asbestos-containing materials on a residential building where the owner occupies the building, the building is not for sale or lease, and the work is performed according to the owner-builder limitations provided in this paragraph. To qualify for exemption under this paragraph, an owner must personally appear and sign the building permit application. The permitting agency shall provide the person with a disclosure statement in substantially the following form:~~

~~**Disclosure Statement :** State law requires asbestos abatement to be done by licensed contractors. You have applied for a permit under an exemption to that law. The exemption allows you, as the owner of your property, to act as your own asbestos abatement contractor even though you do not have a license. You must supervise the construction yourself. You may move, remove or dispose of asbestos-containing materials on a residential building where you occupy the building and the building is not for sale or lease, or the building is a farm outbuilding on your property. If you sell or lease such building within 1 year after the asbestos abatement is complete, the law will presume that you intended to sell or lease the property at the time the work was done, which is a violation of this exemption. You may not hire an unlicensed person as your contractor. Your work must be done according to all local, state and federal laws and regulations which apply to asbestos abatement projects. It is your responsibility to make sure that people employed by you have licenses required by state law and by county or municipal licensing ordinances.~~

~~105.3.7 Special foundation permit.~~ When application for permit to erect or enlarge a building has been filed and pending issuance of such permit, the Building Official may, at his discretion, issue a special permit for the foundation only. The holder of such special permit is proceeding at their own risk and without assurance that a permit for the remainder of the work will be granted nor that corrections will not be required in order to meet provisions of the technical codes or that all construction may be required to be removed and the site returned to its original condition if the application for a permit is ultimately denied.

~~105.3.7.1 Applicable Code for Manufactured Buildings.~~ Manufacturers should be permitted to complete all buildings designed and approved prior to the effective date of a new code edition, provided a clear signed contract is in place. The contract shall provide specific data mirroring that required by an application for permit, specifically, without limitation, date of execution, building over or dealer, and anticipated date of completion. However, the construction activity must commence within 6 months of the contract's execution. The contract is subject to verification by the Department of Business and Professional Regulation.

~~105.3.8 Public right of way.~~ A permit shall not be given by the Building Official for the construction of any building, or for the alteration of any building where said building is to be changed and such change will affect the exterior walls, bays, balconies, or other appendages or projections fronting on any street, alley, or public use lane, or for the placing on any lot or premises of any building or structure removed from another lot or premises, unless the applicant has made application for right of way permits from the authority having jurisdiction over the street, alley, or public lane.

~~105.4 Conditions of the permit.~~ The issuance or granting of a permit shall not be construed to be a permit for, or an approval of, any violation of any of the provisions of this code or of any other ordinance of the jurisdiction. Permits presuming to give authority to violate or cancel the provisions of this code or other ordinances of the jurisdiction shall not be valid. The issuance of a permit based on construction documents and other data shall not prevent the building official from requiring the correction of errors in the construction documents and other data. The building official is also authorized to prevent occupancy or use of a structure where in violation of this code or of any other ordinances of this jurisdiction.

~~105.4.1 Permit intent.~~ A permit issued shall be construed to be a license to proceed with the work and not as authority to violate, cancel, alter or set aside any of the provisions of the technical codes, nor shall issuance of a permit prevent the Building Official

~~from thereafter requiring a correction of errors in plans, construction or violations of this code. Every permit issued shall become invalid unless the work authorized by such permit is commenced within 6 months after its issuance, or if the work authorized by such permit is suspended or abandoned for a period of 6 months after the time the work is commenced.~~

~~**105.4.1.1** If work has commenced and the permit is revoked, becomes null and void or expires because of lack of progress or abandonment, a new permit covering the proposed construction shall be obtained before proceeding with the work.~~

~~**105.4.1.2** If a new permit is not obtained within 180 days from the date the initial permit became null and void, the Building Official is authorized to require that any work which has been commenced or completed be removed from the building site. Alternately, a new permit may be issued on application, providing the work in place and required to complete the structure meets all applicable regulations in effect at the time the initial permit became null and void and any regulations which may have become effective between the date of expiration and the date of issuance of the new permit.~~

~~**105.4.1.3** Work shall be considered to be in active progress when the permit has received an approved inspection within 180 days. This provision shall not be applicable in case of civil commotion or strike or when the building work is halted due directly to judicial injunction, order or similar process.~~

~~**105.4.1.4** The fee for renewal reissuance and extension of a permit shall be set forth by the administrative authority.~~

~~**105.5 Expiration.** A. Every permit issued shall become invalid unless the work on the site authorized by such permit is commenced within 180 days after its issuance, or if the work authorized on the site by such permit is suspended or abandoned for a period of 180 days after the time the work is commenced the permit holder and property owner shall be responsible to either complete all work in accordance with the permitted plans and inspection or remove any partially completed work in a safe and code compliant manner. The building official is authorized to grant, in writing, one or more extensions of time, for periods not more than 180 days each. The extension shall be requested in writing and justifiable cause demonstrated as determined by the building official.~~

~~B.~~

Permits issued for the demolition of a structure shall expire ninety days from the date of issuance. For a justifiable cause, one or more extensions of time for a period not exceeding thirty days may be allowed. Such request shall be in writing to the Building Official.

105.5.1 ~~The building official is authorized to reject new permit applications from a contractor who holds more than 10 expired or inactive permits.~~

105.5.1.1 ~~For the purpose of this subsection, a closed permit shall mean a permit for which all requirements for completion have been satisfied or a permit that has been administratively closed by the building official.~~

105.5.1.2 ~~For the purposes of this subsection, an open permit shall mean a permit that has not satisfied all requirements for completion as defined in 105.5.1.1.~~

105.6 Revocation of permits. ~~The Building Official is authorized to suspend or revoke a permit issued under the provisions of this code wherever the permit is issued in error or on the basis of incorrect, inaccurate or incomplete information, or in violation of any Ordinance or regulation on any provisions of this Code.~~

105.6.1 Misrepresentation of application ~~. The Building Official may revoke a permit or approval, issued under the provisions of this code, in case there has been any false statement or misrepresentation as to the material fact in the application or plans on which the permit or approval was based.~~

105.6.2 Violation of code provisions ~~. The Building Official may revoke a permit upon determination by the Building Official that the construction, erection, alteration, repair, moving, demolition, installation, or replacement of the building, structure, electrical, gas, mechanical or plumbing systems for which the permit was issued is in violation of, or not in conformity with, the provisions of this code.~~

105.7 Placement of permit ~~. The building permit or copy shall be kept on the site of the work until the completion of the project.~~

105.8 Notice of commencement ~~. As per Section 713.135, Florida Statutes, when any person applies for a building permit, the authority issuing such permit shall print on the face of each permit card in no less than 14 point, capitalized, boldfaced type: "WARNING TO OWNER: YOUR FAILURE TO RECORD A NOTICE OF COMMENCEMENT MAY RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE RECORDING YOUR NOTICE OF COMMENCEMENT."~~

~~**105.9 Asbestos.** The enforcing agency shall require each building permit for the demolition or renovation of an existing structure to contain an asbestos notification statement which indicates the owner's or operator's responsibility to comply with the provisions of Section 469.003, Florida Statutes, and to notify the Department of Environmental Protection of his or her intentions to remove asbestos, when applicable, in accordance with state and federal law.~~

~~**105.10 Certificate of protective treatment for prevention of termites.** A weather-resistant job-site posting board shall be provided to receive duplicate treatment certificates as each required protective treatment is completed, providing a copy for the person the permit is issued to and another copy for the building permit files. The treatment certificate shall provide the product used, identity of the applicator, time and date of the treatment, site location, area treated, chemical used, percent concentration and number of gallons used, to establish a verifiable record of protective treatment. If the soil chemical barrier method for termite prevention is used, final exterior treatment shall be completed prior to final building approval.~~

~~**105.11 Notice of termite protection.** A permanent sign which identifies the termite treatment provider and need for reinspection and treatment contract renewal shall be provided. The sign shall be posted near the water heater or electric panel.~~

~~**105.12 Work starting before permit issuance.** The scope of work delineated in the building permit application and plan may not be started prior to the final approval and issuance of the permit.~~

~~**105.13 Phased permit approval.** After submittal of the appropriate construction documents, the Building Official is authorized to issue a permit for the construction of foundations or any other part of a building or structure before the construction documents for the whole building or structure have been submitted. The holder of such permit for the foundation or other parts of a building or structure shall proceed at the holder's own risk with the building operation and without assurance that a permit for the entire structure will be granted. Corrections may be required to meet the requirements of the technical codes.~~

~~**105.14 Permit issued on basis of an affidavit.** Whenever a permit is issued in reliance upon an affidavit or whenever the work to be covered by a permit involves installation under conditions which, in the opinion of the Building Official, are hazardous or complex, the Building Official shall require that the architect or engineer who signed the affidavit or prepared the drawings or computations shall supervise such work. In addition, they shall be responsible for conformity to the permit, provide copies of inspection reports as inspections are performed, and upon completion make and file with the Building Official written affidavit that the work has been done in conformity to the reviewed plans and with the structural provisions of the technical codes. In the event such architect or~~

~~engineer is not available, the owner shall employ in his stead a competent person or agency whose qualifications are reviewed by the Building Official. The Building Official shall ensure that any person conducting plans review is qualified as a plans examiner under Part XII of Chapter 468, Florida Statutes, and that any person conducting inspections is qualified as a building inspector under Part III of Chapter 468, Florida Statutes.~~

~~105.15 Streamlined low-voltage alarm system installation permitting.~~

~~1.~~

~~As used in this section, the term:~~

~~a.~~

~~"Contractor" means a person who is qualified to engage in the business of electrical to engage in the business of electrical or alarm system contracting pursuant to a certificate or registration issued by the department under part II of chapter 489. Florida Statutes.~~

~~b.~~

~~"Low-voltage alarm system project" means a project related to the installation, maintenance, inspection, replacement, or service of a new or existing alarm system, as defined in Section 489.505, Florida Statutes, that is hardwired and operating at low voltage, as defined in the National Electrical Code Standard 70, and ancillary components, or equipment attached to such a system, including, but not limited to, home automation equipment, thermostats, and video cameras.~~

~~c.~~

~~"Wireless alarm system" means a burglar alarm system or smoke detector that is not hardwired.~~

~~2.~~

~~Notwithstanding any provision of this Code, this section applies to all low-voltage alarm system projects for which a permit is required by a local enforcement agency. However, a permit is not required to install, maintain, inspect, replace, or service a wireless alarm system, including any ancillary components or equipment attached to the system.~~

~~3.~~

~~This section does not apply to the installation or replacement of a fire alarm if a plan review is required.~~

~~4.~~

~~A local enforcement agency shall make uniform basic permit labels available for purchase by a contractor to be used for the installation or replacement of a new or existing alarm system at a cost as indicated in Section 553.73, Florida Statutes. The local enforcement agency may not require the payment of any additional fees, charges, or expenses associated with the installation or replacement of a new or existing alarm.~~

~~a.~~

~~A local enforcement agency may not require a contractor, as a condition of purchasing a label, to submit information other than identification information of the licensee and proof of registration or certification as a contractor.~~

~~b.~~

~~A label is valid for 1 year after the date of purchase and may only be used within the jurisdiction of the local enforcement agency that issued the label. A contractor may purchase labels in bulk for one or more unspecified current or future projects.~~

~~5.~~

~~A contractor shall post an unused uniform basic permit label in a conspicuous place on the premises of the low-voltage alarm system project site before commencing work on the project.~~

~~6.~~

~~A contractor is not required to notify the local enforcement agency before commencing work on a low-voltage alarm system project. However, a contractor must submit a Uniform Notice of a Low-Voltage Alarm System Project as provided under subsection (7) to the local enforcement agency within 14 days after completing the project. A local enforcement agency may take disciplinary action against a contractor who fails to timely submit a Uniform Notice of a Low-Voltage Alarm System Project.~~

~~7.~~

~~The Uniform notice of a Low-Voltage Alarm System project may be submitted electronically if all submissions are signed by the owner, tenant, contractor, or authorized representative of such persons. The Uniform Notice of a Low-Voltage Alarm System Project shall be in the format prescribed by the local enforcement agency and must comply with the requirements of Section 553.793(7), Florida Statutes.~~

~~8.~~

~~A local enforcement agency may coordinate directly with the owner or customer to inspect a low-voltage alarm system project may be inspected by the local enforcement agency to ensure compliance with applicable codes and standards. If a low-voltage alarm system project fails an inspection, the contractor must take corrective action as necessary to pass inspection.~~

~~9.~~

~~A municipality, county, district, or other entity of local government may not adopt or maintain in effect any ordinance or rule regarding a low-voltage alarm system project that is inconsistent with this section.~~

~~10.~~

~~A uniform basic permit label shall not be required for the subsequent maintenance, inspection, or service of an alarm system that was permitted in accordance with this section.~~

~~The provisions of this act are not intended to impose new or additional licensure requirements on persons licensed in accordance with the applicable provisions of chapter 489, Florida Statutes.~~

SECTION 106-- SUBMITTAL DOCUMENTS

~~**106.1 Submittal documents.** Construction documents, a statement of special inspections and other data shall be submitted in one or more sets with each application for a permit. The construction documents shall be prepared by a design professional where required by the statutes. Drawings and revised drawings shall be submitted on a minimum size paper of 24 X 36 inches. Drawings requiring revision sheets shall be revised and inserted by the parties responsible for the project. Where special conditions exist, the Building Official is authorized to require additional construction documents to be prepared by a design professional.~~

~~**Exception :** The Building Official is authorized to waive the submission of construction documents and other data not required to be prepared by a registered design professional if it is found that the nature of the work applied for is such that review of construction documents is not necessary to obtain compliance with this code.~~

~~If the design professional is an architect or engineer legally registered under the laws of this state regulating the practice of architecture as provided for in Chapter 481, Florida Statutes Part 1, 61G1 Florida Administrative Code, or engineering as provided for in Chapter 471, Florida Statutes & 61G15 Florida Administrative Code, then he or she shall affix his or her official seal to said drawings, specifications and accompanying data, as required by Florida Statute. If the design professional is a landscape architect registered under the laws of this state regulating the practice of landscape architecture as provided for in Chapter 481, Florida Statutes, Part II, then he or she shall affix his or her seal to said drawings, specifications and accompanying data as defined in Section 481.303(6)(a)(b)(c)(d), FS.~~

~~**106.1.1 Information on construction documents.** Construction documents shall be dimensioned and drawn upon suitable material. Electronic media documents are permitted to be submitted when approved by the Building Official. Construction documents shall be of sufficient clarity to indicate the location, nature and extent of the work proposed and show in detail that it will conform to the provisions of this code and relevant laws, ordinances, rules and regulations, as determined by the Building Official. Such drawings and specifications shall contain information, in the form of notes or otherwise, as to the quality of materials, where quality is essential to conformity with technical codes. Such information shall be specific, and the technical codes shall not be cited as a whole or in part, nor shall the term "legal" or its equivalent be used as a substitute for specific information. All information, drawings, specifications and accompanying data shall bear the name and signature of the person responsible for the design. (see also Section 106.3.5).~~

~~**106.1.1.1 Fire protection system shop drawings** . Shop drawings for the fire protection system(s) shall be submitted to indicate conformance with this code and the construction documents and shall be approved prior to the start of system installation. Shop drawings shall contain all information as required by the referenced installation standards in [Chapter 9](#).~~

~~**106.1.1.2** For roof assemblies required by the code, the construction documents shall illustrate, describe and delineate the type of roofing system, materials, fastening requirements, flashing requirements and wind resistance rating that are required to be installed. Product evaluation and installation shall indicate compliance with the wind criteria required for the specific site or a statement by an architect or engineer for the specific site must be submitted with the construction documents.~~

~~**106.1.1.3 Means of egress.** The construction documents shall show in sufficient detail the location, construction, size and character of all portions of the means of egress in compliance with the provisions of this code. In other than occupancies in Groups R-2, R-3, and I-1, the construction documents shall designate the number of occupants to be accommodated on every floor, and in all rooms and spaces.~~

~~**106.1.1.4 Exterior wall envelope** . Construction documents for all buildings shall describe the exterior wall envelope in sufficient detail to determine compliance with this code. The construction documents shall provide details of the exterior wall envelope as required, including flashing, intersections with dissimilar materials, corners, end details, control joints, intersections at roof, eaves or parapets, means of drainage, water-resistive membrane and details around openings. The construction documents shall include manufacturer's installation instructions that provide supporting documentation that the proposed penetration and opening details described in the construction documents maintain the weather resistance of the exterior wall envelope. The supporting documentation shall fully describe the exterior wall system which was tested, where applicable, as well as the test procedure used.~~

~~**106.2 Additional data** . The Building Official shall be allowed to require details, computation, stress diagrams, and other data necessary to describe the construction or installation and the basis of calculations. All drawings, specifications and accompanying data required by the Building Official to be prepared by an architect or engineer shall be affixed with their official seal.~~

~~106.2.1 Design Professional~~ . If the design professional is an architect or engineer legally registered under the laws of this State regulating the practice of architecture or engineering, then he/she shall affix his official seal to said drawings, specifications and accompanying data, as required by Florida Statute.

~~106.2.2 Certification~~ by contractors authorized under the provisions of Florida Statutes 489.115(4)(b) shall be considered equivalent to sealed plans and specifications by a person licensed under Chapter 471 Florida Statutes or Chapter 481 Florida Statutes by local enforcement agencies for plans review for permitting purposes relating to compliance with the wind resistance provisions of the code or alternate methodologies approved by the Florida Building Commission for one and two-family dwellings. Local enforcement agencies may rely upon such certification by contractors that the plans and specifications submitted conform to the requirements of the code for wind resistance. Upon good cause shown, local government code enforcement agencies may accept or reject plans sealed by persons licensed under Chapter 471, 481, or 489 of the Florida Statutes.

~~106.2.3 Structural and fire resistance integrity~~ . Plans for all buildings shall indicate how required structural and fire resistance integrity will be maintained where a penetration of required fire resistant wall, floor or partition will be made for electrical, gas, mechanical, plumbing and communication conduits, pipes, and systems. Such plans shall also indicate in sufficient detail how the fire integrity will be maintained where required fire resistant floors intersect the exterior walls and where joints occur in required fire resistant construction assemblies.

~~106.2.4 Site plan~~ . The construction documents submitted with the application for permit shall be accompanied by a site plan showing to scale the size and location of new construction and existing structures on the site, distances from lot lines, the established street grades and the proposed finished grades and, as applicable, flood hazard areas, floodways, and design flood elevations; and it shall be drawn in accordance with accurate boundary line survey. In case of demolition, the site plan shall show construction to be demolished and the location and size of existing structures and construction that are to remain on the site or plot. The building official is authorized to waive or modify the requirement for a site plan when the application for permit is for alteration or repair or when otherwise warranted. The Building Official shall be permitted to require a boundary line survey prepared by a qualified surveyor.

~~106.2.5 Hazardous occupancies~~. The Building Official may require the following:

1.

General Site Plan. A general site plan drawn at a legible scale which shall include, but not be limited to, the location of all buildings, exterior storage facilities, permanent access ways, evacuation routes, parking lots, internal roads, chemical loading areas, equipment cleaning areas, storm and sanitary sewer accesses, emergency equipment and adjacent property uses. The exterior storage areas shall be identified with the hazard classes and the maximum quantities, per hazard class of hazardous materials stored.

2.

Building floor plan. A building floor plan drawn to a legible scale, which shall include, but not be limited to, all hazardous materials storage facilities within the building and shall indicate rooms, doorways, corridors, exits, fire rated assemblies with their hourly rating, location of liquid tight rooms, and evacuation routes. Each hazardous materials storage facility shall be identified on the plan with the hazard classes and quantity range per hazard class of the hazardous materials stored.

~~106.2.6 Design flood elevations.~~ Where design flood elevations are not specified, they shall be established in accordance with section 1612.3.1 FBC. Elevation certificates required at the floor elevation during construction and a final certificate required at final before Certificate of Occupancy is issued.

~~106.3 Examination of documents~~ . The Building Official shall examine or cause to be examined the accompanying construction documents and shall ascertain by such examinations whether the construction indicated and described is in accordance with the requirements of this code and other pertinent laws or ordinances.

Exceptions:

1.

Building plans approved pursuant to Section 553.77(5), Florida Statutes, and state-approved manufactured buildings are exempt from local codes enforcing agency plan reviews except for provisions of the code relating to erection, assembly (including utility crossover connections) or construction at the site. Erection, assembly and construction at the site are subject to local permitting and inspections. Photocopies of plans approved according to FAC 9B-1.009, F.A.C., shall be sufficient for local permit application documents of record for the modular building portion of the permitted project.

2.

Industrial construction on sites where design, construction and fire safety are supervised by appropriate licensed design and inspection professionals and which contain adequate in-house fire departments and rescue squads is exempt, subject to local, approval of the building official, from review of plans and inspections, providing the appropriate licensed design and inspection professionals certify that applicable codes and standards have been met and supply appropriate approved drawings to local building and fire safety inspectors.

~~106.3.1 Approval of construction documents~~ . When the Building Official issues a permit, the construction documents shall be approved, in writing or by stamp, as "Reviewed for Code

Compliance." One set of construction documents so reviewed shall be retained by the Building Official. The other set shall be returned to the applicant, shall be kept at the site of work and shall be open to inspection by the Building Official or a duly authorized representative.

106.3.2 Previous approvals . This code shall not require changes in the construction documents, construction or designated occupancy of a structure for which a lawful permit has been heretofore issued or otherwise lawfully authorized, and the construction of which has been pursued in good faith within 180 days after the effective date of this code and has not been abandoned.

106.3.3 Phased approval . The building official is authorized to issue a permit for the construction of foundations or any other part of a building or structure before the construction documents for the whole building or structure have been submitted, provided that adequate information and detailed statements have been filed complying with pertinent requirements of this code. The holder of such permit for the foundation or other parts of a building or structure shall proceed at the holder's own risk with the building operation and without assurance that a permit for the entire structure will be granted

106.3.4 Design professional in responsible charge . Reserved.

106.3.4.1 General . When it is required that documents prepared by a registered design professional, the building official shall be authorized to require the owner to engage and designate on the building permit application a registered design professional who shall act as the registered design professional in responsible charge. If the circumstances require, the owner shall designate a substitute registered design professional in responsible charge who shall perform the duties required of the original registered design professional in responsible charge. The building official shall be notified in writing by the owner if the registered design professional in responsible charge is changed or is unable to continue to perform the duties. The registered design professional in responsible charge shall be responsible for reviewing and coordinating submittal documents prepared by the others,, including phased and deferred submittal items, for compatibility with the design of the building.

106.3.4.2 Deferred submittals. For the purpose of this section, deferred submittals are defined as those portions of the design that are not submitted at the time of the application and are to be submitted to the building official

~~within a specified period. Deferral of any submittal items shall have the prior approval of the building official. The registered design professional in responsible charge shall list the deferred submittals on the construction documents for review by the building official. Documents for deferred submittal items shall be submitted to the registered design professional in responsible charge who shall review them and forward them to the building official with a notation indicating that the deferred submittal documents have been reviewed and found to be in general conformance to the design of the building. The deferred submittal items shall not be installed until the deferred submittal documents have been approved by the building official.~~

~~1.~~

~~Form board survey~~

~~2.~~

~~Elevation certificate at the slab before going vertical and at the final~~

~~3.~~

~~Final survey before Certificate of Occupancy~~

~~4.~~

~~Various shop drawings~~

~~**106.3.4.3** Certifications by contractors authorized under the provisions of Section 489.115(4)(b), Florida Statutes, shall be considered equivalent to sealed plans and specifications by a person licensed under Chapter 471, Florida Statutes, or Chapter 481 Florida Statutes, by local enforcement agencies for plans review for permitting purposes relating to compliance with the wind resistance provisions of the code or alternate methodologies approved by the Florida Building Commission for one and two family dwellings. Local enforcement agencies may rely upon such certification by contractors that the plans and specifications submitted conform to the requirements of the code for wind resistance. Upon good cause shown, local government code enforcement agencies may accept or reject plans sealed by persons licensed under Chapters 471, 481 or 489, Florida Statutes.~~

~~**106.3.5 Minimum plan review criteria for buildings.** The examination of the documents by the Building Official shall include the following minimum criteria and documents: a floor plan; site plan; foundation plan; floor/roof framing plan or truss layout; and all exterior elevations:~~

~~**Commercial Buildings:**~~

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Building

1.

Site requirements:

Parking

Fire access

Vehicle loading

Driving/turning radius

Fire hydrant/water supply/post indicator valve (PIV)

Set back/separation (assumed property lines)

Location of specific tanks, water lines and sewer lines

Flood hazard areas, flood zones and design flood elevation

2.

Occupancy group and special occupancy requirements shall be determined.

Cross check with the energy code submittal.

3.

Minimum type of construction shall be determined (see Table 503).

4.

Fire-resistant construction requirements shall include the following components:

Fire-resistant separations

Fire-resistant protection for type of construction

Protection of openings and penetrations of rated walls fire blocking and

Draft stopping and calculated fire resistance

5.

Fire suppression systems shall include:

Early warning smoke evacuation systems schematic fire sprinklers

Standpipes

Pre-engineered systems

Riser diagram

Same as above

6.

Life safety systems shall be determined and shall include the following requirements:

Occupant load and egress capacities

Early warning

Smoke control

Stair pressurization

Systems schematic

7.

Occupancy load/egress requirements shall include:

Occupancy load

Gross

Net

Means of egress

Exit access

Exit

Exit discharge

Stairs construction/geometry and protection

Doors

Emergency lighting and exit signs

Specific occupancy requirements

Construction requirements

Horizontal exits/exit passageways

8.

Structural requirements shall include:

Soil conditions/analysis

Termite protection

Design loads

Wind requirements

Building envelope

Structural calculations (if required)

Foundation

Flood requirements in accordance with Section 1612,

Including lowest floor elevations, enclosures, flood

Damage-resistant materials.

Wall systems

Floor systems

Roof systems

Threshold inspection plan

Stair systems

9.

~~Materials shall be reviewed and shall at a minimum include the following:~~

Wood

Steel

Aluminum

Concrete

Plastic

Glass

Masonry

Gypsum board and plaster

Insulating (mechanical)

Roofing

Insulation

~~Building envelope portions of the energy code (calculations and mandatory requirements)~~

10.

~~Accessibility requirements shall include the following:~~

Site requirements

Accessible route

~~Vertical accessibility~~
~~Toilet and bathing facilities~~
~~Drinking fountains~~
~~Equipment~~
~~Special occupancy requirements~~
~~Fair housing requirements~~

~~11.~~

~~Interior requirements shall include the following:~~

~~Interior finishes (flame spread/smoke development)~~
~~Light and ventilation~~
~~Sanitation (including corresponding portions of energy code)~~

~~12.~~

~~Special systems:~~

~~Elevators~~
~~Escalators~~
~~Lifts~~

~~13.~~

~~Swimming pools:~~

~~Barrier requirements~~
~~Spas~~
~~Wading pools~~

~~14.~~

~~Location and installation detail, each fire door, fire damper, ceiling damper, and smoke damper shall be shown and identified on the building plans by the design specialist.~~

Electrical

~~1.~~

~~Electrical:~~

~~Wiring~~
~~Services~~
~~Feeders and branch circuits~~

Over current protection

Grounding

Wiring methods and materials

GFCIs

Electrical portions of the energy code (calculations and mandatory requirements)

~~2.~~

~~Equipment~~

~~3.~~

~~Special occupancies~~

~~4.~~

~~Emergency systems~~

~~5.~~

~~Communication systems~~

~~6.~~

~~Low voltage~~

~~7.~~

~~Load calculations~~

~~8.~~

~~Design flood elevation~~

Plumbing

~~1.~~

~~Minimum plumbing facilities~~

~~2.~~

~~Fixture requirements~~

~~3.~~

~~Water supply piping~~

~~4.~~

~~Sanitary drainage~~

~~5.~~

~~Water heaters~~

~~6.~~

~~Vents~~

7.

Roof drainage

8.

Back-flow prevention

9.

Irrigation

10.

Location of water supply line

11.

Grease traps

12.

Environmental requirements

13.

Plumbing riser

14.

Design flood elevation.

15.

Water/plumbing portions of the energy code (calculations and mandatory requirement)

Mechanical

1.

Energy calculations—Mechanical portions of the energy code (calculations and mandatory requirements)

2.

Exhaust systems:

Clothes dryer exhaust

Kitchen equipment exhaust

Specialty exhaust systems

3.

Equipment

4.

Equipment location

5.

Make-up air

6.

Roof-mounted equipment

7.

Duct systems

8.

Ventilation

9.

Combustion air

10.

Chimneys, fireplaces and vents

11.

Appliances

12.

Boilers

13.

Refrigeration

14.

Bathroom ventilation

15.

Laboratory

16.

Design flood elevation

Gas

1.

Gas piping

2.

Venting

3.

Combustion air

4.

Chimneys and vents

5.

Appliances

6.

Type of gas

7.

Fireplaces

8.

LP tank location

9.

Riser diagram/shutoffs

10.

Design flood elevation

11.

Gas portion of the energy code (calculations and mandatory requirements)

Demolition

1.

Asbestos removal

2.

Hazard materials—identification and removal instructions (necessary permits)

Residential (one and two family)

1.

Site requirements

Set back/separation (assumed property lines)

Location of septic tanks

2.

Fire-resistant construction (if required)

3.

Fire

4.

Smoke detector locations

5.

Egress

Egress window size and location stairs construction requirements

6.

Structural requirements shall include:

~~Wall section from foundation through roof, including assembly and materials connector tables wind requirements structural calculations (if required)~~

~~Termite protection~~

~~Design loads~~

~~Wind requirements~~

~~Building envelope~~

~~Structural calculations (if required)~~

~~Foundation,~~

~~Wall system~~

~~Floor system~~

~~Roof system~~

~~7.~~

~~Accessibility requirements: show/identify accessible bath~~

~~8.~~

~~Flood hazard areas, flood zones, design flood elevations, enclosures, equipment, and flood damage resistant materials.~~

~~1.~~

~~Elevation certificate at construction stage either the slab or floor framing before construction goes vertical.~~

~~2.~~

~~Final elevation certificate at final before Certificate of Occupancy is given.~~

~~9.~~

~~Impact resistant coverings or systems.~~

~~10.~~

~~Residential energy code submittal Manufactured buildings/housing~~

~~1.~~

~~Site requirements~~

~~Setbacks/separation (assumed [property lines])~~

~~Location of septic tanks (if applicable)~~

~~2.~~

Structural Wind zone Anchoring Blocking

3.

Plumbing

List potable water source and meter size (if applicable)

4.

Mechanical Exhaust systems

Clothes dryer exhaust Kitchen equipment exhaust

5.

Electrical exterior disconnect location

Exemptions.

Plans examination by the Building Official shall not be required for the following work:

1.

Replacing existing equipment such as mechanical units, water heaters, etc.

2.

Reroofs

3.

Minor electrical, plumbing and mechanical repairs

4.

Annual maintenance permits

5.

Prototype plans (unless located in a special flood hazard area)

Except for local site adaptations, siding, foundations and/or modifications. Except for structures that require waiver.

6.

Manufactured buildings plan except for foundations and modifications of buildings on site.

(and as listed above in manufactured building/housing)
(unless located in a special flood hazard area)

106.4 Amended construction documents. Work shall be installed in accordance with the reviewed construction documents, and any changes made during construction that are not in compliance with the reviewed construction documents shall be resubmitted for approval as an amended set of construction documents.

~~**106.5 Retention of construction documents.** One set of approved construction documents shall be retained by the Building Official for a period of not less than 180 days from date of completion of the permitted work, or as required by Florida Statutes, Chapter 553 s 95.11 (3) © F.S.~~

~~**106.6 Affidavits.** The Building Official may accept a sworn affidavit from a registered architect or engineer stating that the plans submitted conform to the technical codes. For buildings and structures, the affidavit shall state that the plans conform to the laws as to egress, type of construction and general arrangement and, if accompanied by drawings, show the structural design and that the plans and design conform to the requirements of the technical codes as to strength, stresses, strains, loads and stability. The Building Official may without any examination or inspection accept such affidavit, provided the architect or engineer who made such affidavit agrees to submit to the Building Official copies of inspection reports as inspections are performed and upon completion of the structure, electrical, gas, mechanical or plumbing systems a certification that the structure, electrical, gas, mechanical or plumbing system has been erected in accordance with the requirements of the technical codes. Where the Building Official relies upon such affidavit, the architect or engineer shall assume full responsibility for compliance with all provisions of the technical codes and other pertinent laws or ordinances. The Building Official shall ensure that any person conducting plans review is qualified as a plans examiner under Part XII of Chapter 468, Florida Statutes, and that any person conducting inspections is qualified as a building inspector under Part XII of Chapter 468, Florida Statutes.~~

~~**106.6.1 Building permits issued on the basis of an affidavit.** Pursuant to the requirements of federal regulation for participation in the National Flood Insurance Program (44 C.F.R. Parts [59](#) and 60), the authority granted to the building official to issue permits, to rely on inspections, and to accept [plans and construction documents on the basis and affidavits and plans submitted pursuant to Sections 105.14 and 107.6, shall not extend to the flood load and flood resistance construction requirements of the Florida Building Code.~~

~~**SECTION 107 – TEMPORARY STRUCTURES AND USES**~~

~~**107.1 General.** The Building Official is authorized to issue a permit for temporary structures and temporary uses. Such permits shall be limited as to time of service, but shall not be permitted for more than 180 days. The Building Official is authorized to grant extensions for demonstrated cause.~~

~~**107.2 Conformance.** Temporary structures and uses shall conform to the structural strength, fire safety, means of egress, accessibility, light, ventilation and sanitary requirements of this code as necessary to ensure public health, safety and general welfare.~~

~~**107.3 Temporary power.** The Building Official is authorized to give permission to temporarily supply and use power in part of an electric installation before such installation has been fully completed and the final certificate of completion has been issued. The part covered by the temporary certificate shall comply with the requirements specified for temporary lighting, heat or power in Chapter 27 of the Florida Building Code, Building.~~

~~**107.4 Termination of approval.** The Building Official is authorized to terminate such permit for a temporary structure or use and to order the temporary structure or use to be discontinued.~~

~~SECTION 108 – FEES~~

~~**108.1 Prescribed fees.** A permit shall not be issued until fees authorized under Section 553.80, Florida Statutes, have been paid. Nor shall an amendment to a permit be released until the additional fee, if any, due to an increase in the estimated cost of the building, structure, electrical, plumbing, mechanical or gas systems has been paid.~~

~~**108.2 Schedule of permit fees.** On buildings, structures, electrical, gas, mechanical and plumbing systems or alterations requiring a permit, a fee for each permit shall be paid as required, in accordance with the schedule as established by the applicable governing authority:~~

~~**108.2.1 Types of Fees Enumerated.** Fees may be charged for but not limited to the following:~~

- ~~• Permits;~~
- ~~• After the fact permits~~
- ~~• Plans examination;~~
- ~~• Certificates of competency (including fees for applications, examinations, renewal, late renewal, and reciprocity);~~
- ~~• Re-inspections;~~
- ~~• Variance request;~~
- ~~• Administrative fees (including fees for investigative and legal costs incurred in the context of certain disciplinary cases heard by the board);~~
- ~~• Administrative appeals;~~
- ~~• Other fees as established by local ordinance.~~

~~**108.3 Building permit valuations.** If, in the opinion of the Building Official, the valuation of building, alteration, structure, electrical, gas, mechanical or plumbing systems appear to be underestimated on the~~

~~application, permit shall be denied, unless the applicant can show detailed estimates to meet the approval of the Building Official. Permit valuation shall include total cost, such as electrical, gas, mechanical, plumbing equipment and other systems, including materials, labor and profit. The permit valuation may be calculated using the latest Building Valuation Data Table published quarterly by the International Code Council and adopted by the City at the option of the Building Official. If in the opinion of the building official, the valuation is underestimated on the application, the permit shall be denied, unless the applicant can show detailed estimates to meet the approval of the building official. Final building permit valuation shall be set by the building official.~~

~~**108.4 Work commencing before permit issuance.** Any person who commences any work on a building, structure, electrical, gas, mechanical or plumbing system before obtaining the Building Official's approval or the necessary permits shall be subject to a after the fact permit cost up to four times the usual permit fee in addition to the required permit fees as set forth in the City of Fernandina Beach Building Permit Fee Ordinance. This provision shall not apply to emergency work when delay would clearly have placed life or property in imminent danger. But in all such cases the required permit(s) must be applied for within (2) business days and any unreasonable delay in obtaining those permit(s) shall result in the charge of a after the fact permit fee. The payment of a after the fact shall not preclude or be deemed a substitute for prosecution for commencing work without first obtaining a permit. The building official may grant extensions of time or waive added fees when justifiable cause has been demonstrated in writing.~~

~~**108.5 Related fees.** The payment of the fee for the construction, alteration, removal or demolition for work done in connection to or concurrently with the work authorized by a building permit shall not relieve the applicant or holder of the permit from the payment of other fees that are prescribed by law.~~

~~**108.6 Refunds.** The building official is authorized to establish a refund policy.~~

~~SECTION 109 – INSPECTIONS~~

~~**109.1 General.** Construction or work for which a permit is required shall be subject to inspection by the Building Official and such construction or work shall remain accessible and exposed for inspection purposes until approved. Approval as a result of an inspection shall not be construed to be an approval of a violation of the provisions of this code or of other ordinances of the jurisdiction. Inspections presuming to give authority to violate or cancel the provisions of this code or of other ordinances of the jurisdiction shall not be valid. It shall be the duty of the permit applicant to cause the work to remain accessible and exposed for inspection purposes. Neither the Building Official nor the jurisdiction shall be liable for expense entailed in the removal or replacement of any material~~

required to allow inspection. The building official shall be permitted to require a boundary line survey prepared by a qualified surveyor whenever the boundary lines cannot be readily determined in the field.

109.2 Existing building inspections. ~~Before issuing a permit, the Building Official may examine or cause to be examined any building, electrical, gas, mechanical, or plumbing systems for which an application has been received for a permit to enlarge, alter, repair, move, demolish, install, or change the occupancy. He shall inspect all buildings, structures, electrical, gas, mechanical, and plumbing systems, from time to time, during and upon completion of the work for which a permit was issued. He shall make a record of every such examination and inspection and of all violations of the technical codes.~~

109.3 Manufacturers and fabricators. ~~When deemed necessary by the Building Official, he shall make, or cause to be made, an inspection of materials or assemblies at the point of manufacture or fabrication. A record shall be made of every such examination and inspection and of all violations of the technical codes.~~

109.4 Inspection service. ~~The Building Official may make, or cause to be made, inspections required by Section 105. He or she may accept reports of department inspectors, independent inspectors or of recognized inspection services, provided that after the investigation he/she is satisfied as to their licensure, qualifications, and reliability. A certificate required by any provision of this code shall not be based on such reports unless the same are recorded by the Building Code Inspector or the architect or engineer performing building code inspections or by certification in a manner specified by the Building Official. The Building Official shall ensure that all persons making such inspections shall be certified in accordance to Chapter 468 Florida Statutes.~~

109.5 Inspections prior to issuance of Certificate of Occupancy or Completion. ~~The Building Official shall inspect or cause to be inspected, at various intervals, all construction or work for which a permit is required, and a final inspection shall be made of every building, structure, electrical, gas, mechanical or plumbing system upon completion, a final elevation certificate inspection prior to the issuance of the Certificate of Occupancy or Certificate of Completion. In performing inspections, the Building Official shall give first priority to inspection of the construction, addition, or renovations to, any facilities owned or controlled by a State University, State Community College or public school district.~~

109.6 Posting of permit. ~~Work requiring a permit shall not commence until the permit holder or his agent posts the permit card in a conspicuous place on the premises. The permit shall be protected from the weather and located in such position as to permit the Building Official or representative to conveniently make the required entries thereon. This permit card shall be maintained in such position by the permit holder~~

~~until the Certificate of Occupancy or Completion is issued by the Building Official.~~

~~**109.7 Preliminary inspection.** Before issuing a permit, the Building Official is authorized to examine or cause to be examined buildings, structures and sites for which an application has been filed.~~

~~**109.8 Required inspections.** The Building Official upon notification from the permit holder or his or her agent, shall make the following inspections, and such other inspections as deemed necessary and shall either release that portion of the construction or shall notify the permit holder or his or her agent of any violations which must be corrected in order to comply with the technical codes. The Building Official shall determine the timing and sequencing of when inspections occur and what elements are inspected at each inspection.~~

Building

~~1.~~

~~Foundation inspection. To be made after trenches are excavated, placement of any required reinforcement steel and forms, and shall at a minimum include the following building components:~~

~~Stem-wall—Form board inspection~~

~~Monolithic slab-on-grade~~

~~Piling/pile caps~~

~~Footers/grade beams~~

~~Design flood elevation~~

~~Elevation certificate inspection~~

~~2.~~

~~Slab inspection. To be made after the reinforcement is in place all concealed conduit, piping, ducts and vents are installed and the electrical, plumbing and mechanical work is complete. Slab shall not be poured until all required inspection have been made and passed. A foundation survey prepared and certified by a registered surveyor shall be required for all new construction prior to approval of the framing inspection. The survey shall certify placement of the building on the site, illustrate all surrounding setback dimensions and shall be available at the job site for the review by the Building Inspector. In lieu of providing a survey, the contractor may elect to uncover all property line markers and string-up all property lines in preparation for inspection.~~

~~**2.2. Elevation Certification.** In flood hazard areas, upon placement of the lowest floor, including basement, and prior to further vertical construction, the elevation certification required in section 1612.5 shall be submitted to the building official.~~

3.

~~Framing inspection. To be made after the roof, all framing, fire blocking and bracing is in place, all concealed wiring, all pipes, chimneys, ducts and vents are complete and the rough electrical, plumbing, heating wires, piped and ducts are approved and shall at a minimum include the following building components:~~

~~Window/door framing and installation~~

~~Window U-factor/SHGC as indicated on approved~~

~~Vertical cells/columns~~

~~Lintel/tie beams~~

~~Framing/trusses/bracing/connectors~~

~~Includes truss layout and engineering~~

~~Draft stopping/fire blocking~~

~~Curtain wall framing~~

~~Energy insulation (R-factor in place according to energy calculations) Accessibility~~

~~Verify rough opening dimensions are within tolerances.~~

~~Window and door buck attachment.~~

~~Flood hazard area, flood zones and design flood elevation~~

~~3.1. Lath and gypsum board inspections shall be made after the lathing and gypsum board, interior and exterior, is in place, but before any plastering is applied or gypsum board joints and fasteners are taped and finished.~~

~~**Exception:** Gypsum board that is not part of a fire-resistance-rated assembly or a shear assembly.~~

4.

~~Sheathing inspection. To be made either as part of a dry-in inspection or done separately at the request of the contractor after all roof and wall sheathing and fasteners are complete and shall at a minimum include the following building components:~~

~~Roof sheathing~~

~~Wall sheathing~~

~~Sheathing fasteners~~

~~Roof/wall dry-in.~~

~~Sheathing/cladding inspection~~

Continuous air barrier

5.

Roofing inspection. Shall be made at a minimum of two inspections and shall include the following building components:

Dry-in

Insulation

Roof coverings (including In Progress as necessary)

Flashing

6.

Final inspection. To be made after the building is completed and ready for occupancy.

~~6.1 Lowest floor elevation. In flood hazard areas, upon placement of the lowest floor, including the basement, and prior to further vertical construction the elevation certification required in section 1612.5 shall be submitted to the building official.~~

7.

Swimming pool inspection. First inspection to be made after excavation and installation of reinforcing steel, bonding and main drain and prior to placing of concrete shell.

~~Underground electric inspection, underground piping inspection including a pressure test.~~

~~Design flood elevation.~~

~~Deck inspection: to be made prior to installation of deck material 9 with forms, deck drains, and any reinforcement in place.~~

~~Safety inspection made prior to filling the pool, the bonding connection completed, proper drain covers installed and all final barriers installed.~~

~~Final inspection to be made when the swimming pool is complete and all required enclosure requirements are in place. In order to pass final inspection and receive a Certificate of Completion, a residential swimming pool must meet the requirements relating to pool safety features as described in Section 424.2.17.~~

~~Underground electric inspection.~~

~~Equipotential, equal potential grid wire installed and inspected.~~

~~Underground piping inspection including a pressure test.~~

~~Deck inspection: to be made prior to installation of the deck material (with forms, deck drains, and any reinforcement in place.~~

~~Safety Inspection: Made prior to filling the pool with the bonding connections made, the proper drain covers installed and the final barriers installed. (Design flood elevation requirements)~~

~~Final inspection to be made when the swimming pool is complete and all required enclosure requirements are in place. In order to pass final inspection and receive a certificate of completion, a residential swimming pool must meet the requirements relating to pool safety features as described in Section 424.2.17.~~

~~8.~~

~~Demolition inspections. First inspection to be made after all utility connections have been disconnected and secured in such manner that no unsafe or unsanitary conditions shall exist during or after demolition operations. Final inspection to be made after all demolition work is completed.~~

~~9.~~

~~Manufactured building inspections. The building department shall inspect construction of foundations; connecting buildings to foundations; installation of parts identified on plans as site installed items, joining the modules, including utility crossovers; utility connections from the building to utility lines on site; and any other work done on site which requires compliance with the Florida Building Code. Additional inspections may be required for public educational facilities (see Section 423.27.20).~~

~~10.~~

~~Where impact resistant coverings are installed to meet requirements of this code, the Building Official shall schedule adequate inspections of impact resistant coverings to determine the following:~~

~~The system indicated on the plans was installed.~~

~~The system is installed in accordance with the manufacturer's installation instructions and the product approval.~~

Electrical

~~1.~~

~~Underground inspection. To be made after trenches or ditches are excavated, conduit or cable is installed, and before any backfill is put in place. Location of service equipment and interior land boxes.~~

~~2.~~

~~Rough-in inspection. To be made after the roof, framing, fire blocking and bracing is in place and prior to the installation of wall or ceiling membranes.~~

~~3.~~

~~Final inspection. To be made after the building is complete, all required electrical fixtures are in place and properly connected or protected, and the structure is ready for occupancy.~~

~~4.~~

~~Electrical portions of the energy code (calculations and mandatory requirements)~~

~~5.~~

~~Design flood elevation.~~

Plumbing

~~1.~~

~~Underground inspection. To be made after trenches or ditches are excavated, piping is installed, and before any backfill is put in place.~~

~~2.~~

~~Rough-in inspection. To be made after the roof, framing, fire blocking and bracing is in place and all soil, waste and vent piping is complete, and prior to this installation of wall or ceiling membranes.~~

~~3.~~

~~Final inspection. To be made after the building is complete, all plumbing fixtures are in place and properly connected, and the structure is ready for occupancy.~~

~~4.~~

~~Water/plumbing portions of the energy code (calculations and mandatory requirements.)~~

~~5.~~

~~Design flood elevation.~~

~~Note: See Section 312 of the Florida Building Code, Plumbing for required tests.~~

Mechanical

~~1.~~

~~Underground inspection. To be made after trenches or ditches are excavated, underground duct and fuel piping is installed, and before any backfill is put in place.~~

~~2.~~

~~Rough-in inspection. To be made after the roof, framing, fire blocking and bracing are in place and all ducting, and other concealed components are complete, and prior to the installation of wall or ceiling membranes.~~

~~3.~~

~~Final inspection. To be made after the building is complete, the mechanical system is in place and properly connected, and the structure is ready for occupancy.~~

~~4.~~

~~Design flood elevation~~

5.

Equipment locations, roof mounted equipment

6.

Mechanical portions of the energy code (calculations and mandatory requirements)

Gas

1.

~~Rough piping inspection. To be made after all new piping authorized by the permit has been installed, and before any such piping has been covered or concealed or any fixtures or gas appliances have been connected. Riser diagram/shut-offs.~~

2.

~~Final piping inspection. To be made after all piping authorized by the permit has been installed and after all portions which are to be concealed by plastering or otherwise have been so concealed, and before any fixtures or gas appliances have been connected. This inspection shall include a pressure test.~~

3.

~~Final inspection. To be made on all new gas work authorized by the permit and such portions of existing systems as may be affected by new work or any changes, to ensure compliance with all the requirements of this code and to assure that the installation and construction of the gas system is in accordance with reviewed plans.~~

4.

Bonding of gas line to closest electrical source

5.

L.P. tank location

6.

Design flood elevation

7.

Gas portion of the energy code (calculations and mandatory requirements)

109.3.1 Site Debris.

1.

~~The contractor and/or owner of any active or inactive construction project shall be responsible for the clean-up and removal of all construction debris or any other miscellaneous discarded articles prior to receiving final inspection approval. Construction job sites must be kept clean, such that accumulation of construction debris does not present a safety hazard.~~

2.

~~All debris shall be kept in such a manner as to prevent it from being spread by any means.~~

~~**109.3.2 Written release** . Work shall not be done on any part of a building, structure, electrical, gas, mechanical or plumbing system beyond the point indicated in each successive inspection without first obtaining a written release from the Building Official. Such written release shall be given only after an inspection has been made of each successive step in the construction or installation as indicated by each of the foregoing three inspections.~~

~~**109.3.3 Reinforcing steel and structural frames** . Reinforcing steel or structural frame work of any part of any building or structure shall not be covered or concealed without first obtaining a release from the Building Official.~~

~~**109.3.4 Termites** . Building components and building surroundings required to be protected from termite damage in accordance with Section 1503.6, Section 2304.13 or Section 2304.11.6, specifically required to be inspected for termites in accordance with Section 2114, or required to have chemical soil treatment in accordance with Section 1816 shall not be covered or concealed until the release from the Building Official has been received.~~

~~**109.3.5 Shoring** . For threshold buildings, shoring and associated formwork or false work shall be designed and inspected by a Florida licensed professional engineer, employed by the permit holder or subcontractor, prior to any required mandatory inspections by the threshold building inspector.~~

~~**109.3.5.1 Fire and smoke resistant penetrations** . Protection of joints and penetrations in fire resistant-rated assemblies, smoke barriers and smoke partitions shall not be concealed from view until inspected and approved.~~

~~**109.3.6 Threshold building** .~~

~~**109.3.6.1** The enforcing agency shall require a special inspector to perform structural inspections on a threshold building pursuant to a structural inspection plan prepared by the engineer or architect of record. The structural inspection plan must be submitted to the enforcing agency prior to the issuance of a building permit for the construction of a threshold building. The purpose of the structural inspection plans is to provide specific inspection procedures and schedules so that the building can be adequately inspected for compliance with the permitted documents. The special inspector may not serve as a surrogate in carrying out the responsibilities of the Building Official, the architect or the engineer of record. The contractor's contractual or statutory obligations are not relieved by any action of the special inspector.~~

~~109.3.6.2 The special inspector shall determine that a professional engineer who specializes in shoring design has inspected the shoring and reshoring for conformance with the shoring and reshoring plans submitted to the enforcing agency. A fee simple title owner of a building, which does not meet the minimum size, height, occupancy, occupancy classification or number of stories criteria which would result in classification as a threshold building under s. 553.71(7), may designate such building as a threshold building, subject to more than the minimum number of inspections required by the Florida Building Code.~~

~~109.3.6.3 The fee owner of a threshold building shall select and pay all costs of employing a special inspector, but the special inspector shall be responsible to the enforcement agency. The inspector shall be a person certified, licensed or registered under Chapter 471, Florida Statutes, as an engineer or under Chapter 481, Florida Statutes, as an architect.~~

~~109.3.6.4 Each enforcement agency shall require that, on every threshold building:~~

~~109.3.6.4.1 The special inspector, upon completion of the building and prior to the issuance of a certificate of occupancy, file a signed and sealed statement with the enforcement agency in substantially the following form: "To the best of my knowledge and belief, the above described construction of all structural load-bearing components complies with the permitted documents, and the shoring and reshoring conforms to the shoring and reshoring plans submitted to the enforcement agency."~~

~~109.3.6.4.2 Any proposal to install an alternate structural product or system to which building codes apply be submitted to the enforcement agency for review for compliance with the codes and made part of the enforcement agency's recorded set of permit documents.~~

~~109.3.6.4.3 All shoring and reshoring procedures, plans and details be submitted to the enforcement agency for recordkeeping. Each shoring and reshoring installation shall be supervised, inspected and certified to be in compliance with the shoring documents by the contractor.~~

~~109.3.6.4.4 All plans for the building which are required to be signed and sealed by the architect or~~

~~engineer of record contain a statement that, to the best of the architect's or engineer's knowledge, the plans and specifications comply with the applicable minimum building codes and the applicable fire safety standards as determined by the local authority in accordance with this section and Chapter 633, Florida Statutes.~~

~~**109.3.6.5** No enforcing agency may issue a building permit for construction of any threshold building except to a licensed general contractor, as defined in Section 489.105(3)(a), Florida Statutes, or to a licensed building contractor, as defined in Section 489.105(3)(b), Florida Statutes, within the scope of her or his license. The named contractor to whom the building permit is issued shall have the responsibility for supervision, direction, management and control of the construction activities on the project for which the building permit was issued.~~

~~**109.3.6.6** The building department may allow a special inspector to conduct the minimum structural inspection of threshold buildings required by this code, Section 553.73, Florida Statutes, without duplicative inspection by the building department. The Building Official is responsible for ensuring that any person conducting inspections is qualified as a building inspector under Part XII of Chapter 468, Florida Statutes, or certified as a special inspector under Chapter 471 or 481, Florida Statutes. Inspections of threshold buildings required by Section 553.79(5), Florida Statutes, are in addition to the minimum inspections required by this code.~~

~~**109.3.7 Energy efficiency inspections** . Reserved.~~

~~**109.3.8 Other inspections** . Reserved.~~

~~**109.3.9 Special inspections**. Reserved.~~

~~**109.3.10 Final inspection** . All permits require final inspection which shall be made after all work required by the building permit is completed.~~

~~**109.3.11 Blower door test required before certificate of completions and occupancy is issued.**~~

~~**109.3.12 Duct leakage test required where applicable.**~~

~~**109.4 Inspection agencies** . The building official is authorized to accept reports of approved inspection agencies, provided such agencies satisfy the requirements as to qualifications and reliability.~~

~~109.5 Inspection requests~~. It shall be the duty of the holder of the building permit or their duly authorized agent to notify the Building Official when work is ready for inspection. It shall be the duty of the permit holder to provide access to and means for inspections of such work that are required by this code.

~~109.6 Approval required~~. Work shall not be done beyond the point indicated in each successive inspection without first obtaining the approval of the Building Official. The Building Official, upon notification, shall make the requested inspections and shall either indicate the portion of the construction that is satisfactory as completed, or notify the permit holder or his or her agent wherein the same fails to comply with this code. Any portions that do not comply shall be corrected and such portion shall not be covered or concealed until authorized by the Building Official.

~~SECTION 110 — CERTIFICATES OF OCCUPANCY AND COMPLETION~~

~~110.1 Building occupancy~~. No building or structure shall be used or occupied, and no change in the existing occupancy classification of a building or structure or portion thereof until the Building Official has issued a certificate of occupancy therefore as provided herein. Said certificate shall not be issued until all required electrical, gas, mechanical, plumbing and fire protection systems and all requirements of the local floodplain management ordinance have been inspected for compliance with the technical codes and other applicable laws and ordinances and released by the Building Official.

~~EXCEPTION:~~ Certificates of occupancy are not required for work exempted from permits under section Section 105.

~~110.2 Certificate issued~~. After the Building Official inspects the building or structure and finds no violations of the provisions of this code or other laws that are enforced by the department of building safety, the Building Official shall issue a certificate of occupancy that contains the following:

- ~~1.~~
The building permit number.
- ~~2.~~
The address of the structure.
- ~~3.~~
The name and address of the owner.
- ~~4.~~
A description of that portion of the structure for which the certificate is issued.

5.

The name of the Building Official.

6.

The edition of the code under which the permit was issued.

7.

The use and occupancy, in accordance with the provisions of Chapter 3.

8.

The type of construction as defined in [Chapter 6](#).

9.

If an automatic sprinkler system is provided, whether the sprinkler system is required.

10.

Any special stipulations and conditions of the building permit.

11.

For buildings and structures in flood hazard areas, a statement that documentation of the as-built lowest floor elevation has been provided and is retained in the records of the building department.

~~110.3 Conditional occupancy.~~ The Building Official is authorized to issue a Certificate of Occupancy, but not before the completion of the entire work covered by the permit.

~~110.4 Certificate of Completion.~~ A Certificate of Completion is proof that a structure or system is complete and for certain types of permits is released for use and may be connected to a utility system. This certificate does not grant authority to occupy a building, such as shell building, prior to the issuance of a Certificate of Occupancy.

~~110.5 Revocation.~~ The Building Official is authorized to, in writing, suspend or revoke a Certificate of Occupancy or Completion issued under the provisions of this code wherever the certificate is issued in error, or on the basis of incorrect information supplied, or where it is determined that the building or structure or portion thereof is in violation of any ordinance or regulation or any of the provisions of this code.

~~SECTION 111 SERVICE UTILITIES~~

~~111.1 Connection of service utilities.~~ No person or utility provider shall make connections from a utility, source of energy, fuel or power to any building or system that is regulated by this code for which a permit is required, until released by the Building Official or a Certificate of Occupancy or Certificate of Completion is issued.

~~111.2 Temporary connection.~~ The Building Official shall have the authority to authorize the temporary connection of the building or system

to the utility source of energy, fuel or power for the purpose of testing building services, systems, or for the use under a Conditional Certificate of Occupancy.

~~111.3 Authority to disconnect service utilities.~~ The Building Official shall have the authority to authorize disconnection of utility service to the building, structure or system regulated by this code and the referenced codes and standards set forth in section 101.4 in case of emergency where necessary to eliminate an immediate hazard to life or property or when such utility connection has been made without the approval required by section 112.1 or 112.2. The Building Official shall have the authority to authorize disconnection of utility services to any building or structure that is being occupied prior to the issuance of a Certificate of Occupancy or is in violation of a City Ordinance. The Building Official shall notify the serving utility, and wherever possible the owner and occupant of the building, structure or service system of the decision to disconnect prior to taking such action. If not notified prior to disconnecting, the owner or occupant of the building, structure or service system shall be notified in writing, as soon as practical thereafter.

~~SECTION 112 – CODE ENFORCEMENT AND APPEALS BOARD~~

~~112.1 Appointment~~ . There may be established a board to be called the Code Enforcement and Appeals Board, which shall consist of seven members. The board shall be appointed by the City Commission.

~~112.2 Membership and terms~~ shall be as determined by Florida Statute and City Ordinance.

~~SECTION 113 – POSTING FLOOR LOADS~~

~~113.1 Occupancy~~. An existing or new building shall not be occupied for any purpose which will cause the floors thereof to be loaded beyond their safe capacity.

~~113.2 Storage and Factory Industrial Occupancies~~ . It shall be the responsibility of the owner, agent, proprietor or occupant of Group S and Group F occupancies, or any occupancy where excessive floor loading is likely to occur, to employ a competent architect or engineer in computing the safe load capacity. All such computations shall be accompanied by an affidavit from the architect or engineer stating the safe allowable floor load on each floor in pounds per square foot uniformly distributed. The computations and affidavit shall be filed as a permanent record of the Building Department.

~~113.3 Signs required~~ . In every building or part of a building used for storage, industrial or hazardous purposes, the safe floor loads, as reviewed by the Building Official on the plan, shall be marked on plates of approved design which shall be supplied and securely affixed by the owner of the building in a conspicuous place in each story to which they

relate. Such plates shall not be removed or defaced, and if lost, removed or defaced, shall be replaced by the owner of the building.

SECTION 114 – STOP WORK ORDER

114.1 Authority . Whenever the Building Official finds any work regulated by this code being performed in a manner either contrary to the provisions of this code or dangerous or unsafe, the Building Official is authorized to issue a stop work order.

114.2 Issuance . The stop work order shall be in writing and shall be given to the owner of the property involved, or to the owner's agent, or to the person doing the work. Upon issuance of a stop work order, the cited work shall immediately cease. The stop work order shall state the reason for the order, and the conditions under which the cited work will be permitted to resume.

114.3 Unlawful continuance . Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to penalties as prescribed by law.

SECTION 115 – UNSAFE STRUCTURES AND EQUIPMENT

115.1 Conditions : Structures or existing equipment that are or hereafter become unsafe, insanitary or deficient because of inadequate means of egress facilities, inadequate light and ventilation, or which constitute a fire hazard, or are otherwise dangerous to human life or the public welfare, or that involve illegal or improper occupancy or inadequate maintenance, shall be deemed an unsafe condition. Unsafe structures shall be taken down and removed or made safe, as the building official deems necessary and provided for in this section. A vacant structure that is not secured against entry shall be deemed unsafe.

115.2 Record : The building official shall cause a report to be filed on an unsafe condition. The report shall state the occupancy of the structure and the nature of the unsafe condition.

115.3. Notice : If an unsafe condition is found, the building official shall serve on the owner, agent or person in control of the structure, a written notice that describes the condition deemed unsafe and specifies the required repairs or improvements to be made to abate the unsafe condition, or requires the unsafe structure to be demolished within a stipulated time. Such notice shall require the person notified to declare immediately to the building official acceptance or rejection of the terms of the order.

115.4. Method of service : Such notice shall be deemed properly served if a copy thereof is (a) delivered to the owner personally; (b) sent by certified or registered mail addressed to the owner at the last known address with the return receipt requested; or (c) delivered in any other

manner as prescribed by local law. If the certified or registered letter is returned showing that the letter was not delivered, a copy thereof shall be posted in a conspicuous place in or about the structure affected by such notice. Service of such notice in the forgoing manner upon the owner's agent or upon the person responsible for the structure shall constitute service of notice upon the owner.

115.5. Restoration ~~The structure or equipment determined to be unsafe by the building official is permitted to be restored to a safe condition. To the extent that repairs, alterations or additions are made or a change of occupancy occurs during the restoration of the structure, such repairs, alterations, additions or change of occupancy shall comply with the requirements of Section 105.2.2 and the Florida Building Code Existing.~~

SECTION 116 – VIOLATIONS AND PENALTIES

116.1 ~~Any person, firm, corporation, provider, or agent who shall violate a provision of this code, or fail to comply therewith or with any of the requirements thereof, or who shall erect, construct, alter, install, demolish, or move any structure, electrical, gas, mechanical, or plumbing system, or has erected, constructed, altered, repaired, moved, or demolished a building, structure, electrical, gas, mechanical, or plumbing system, in violation of a detailed statement or drawing submitted and permitted there under, shall be guilty of a misdemeanor of the second degree. Each such person shall be considered guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this code is committed or continued. Upon conviction of any such violation such person shall be punished within the limits as provided by FS 489.13 and local ordinance.~~

116.2 ~~If any section, subsection, sentence, clause, or phrase of this code is for any reason held to be unconstitutional, such decisions shall not affect the validity of the remaining portions of this code.~~

(Ord. No. [2015-10](#), § 3, 7-7-15; Ord. No. [2018-15](#), § 2, 7-3-18)

Editor's note—Ord. No. [2018-15](#), § 2, adopted July 3, 2018, repealed [§ 22-29](#). [Section 3](#) of said ordinance enacted a new [§ 22-29](#), as set out herein. Former [§ 22-29](#) pertained to similar subject matter and derived from Ord. No. 2015-10, [§ 3](#), adopted July 7, 2015.

ORDINANCE 2020-29
EXHIBIT “A” – REPLACEMENT LANGUAGE
Section 22-29 Section 101 - 117

SECTION 101

GENERAL

[A] 101.1 Title. These regulations shall be known as the Florida Building Code, hereinafter referred to as “this code.”

[A] 101.2 Scope. The provisions of this code shall apply to the construction, alteration, relocation, enlargement, replacement, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every building or structure or any appurtenances connected or attached to such buildings or structures.

Exceptions:

1. Detached one- and two-family dwellings and multiple single-family dwellings (townhouses) not more than three stories above grade plane in height with a separate means of egress, and their accessory structures not more than three stories above grade plane in height, shall comply with the Florida Building Code, Residential.

2. Code requirements that address snow loads and earthquake protection are pervasive; they are left in place but shall not be utilized or enforced because Florida has no snow load or earthquake threat.

[A] 101.2.1 Appendices. Provisions in the appendices shall not apply unless specifically adopted.

[A] 101.3 Intent. The purpose of this code is to establish the minimum requirements to provide a reasonable level of safety, public health and general welfare through structural strength, means of egress facilities, stability, sanitation, adequate light and ventilation, energy conservation, and safety to life and property from fire and other hazards attributed to the built environment and to provide a reasonable level of safety to fire fighters and emergency responders during emergency operations.

[A] 101.4 Referenced codes. The other codes listed in Sections 101.4.1 through 101.4.9 and referenced elsewhere in this code shall be considered part of the requirements of this code to the prescribed extent of each such reference.

[A] 101.4.1 Gas. The provisions of the Florida Building Code, Fuel Gas shall apply to the installation of gas piping from the point of delivery, gas appliances and related accessories as covered in this code. These requirements apply to gas piping systems extending from the point of delivery to the inlet connections of appliances and the installation and operation of residential and commercial gas appliances and related accessories.

[A] 101.4.2 Mechanical. The provisions of the Florida Building Code, Mechanical shall apply to the installation, alterations, repairs and replacement of mechanical systems, including equipment, appliances, fixtures, fittings and/or appurtenances, including ventilating, heating, cooling, air-conditioning and refrigeration systems, incinerators and other energy-related systems.

[A] 101.4.3 Plumbing. The provisions of the Florida Building Code, Plumbing shall apply to the installation, alteration, repair and replacement of plumbing systems, including equipment, appliances, fixtures, fittings and appurtenances, and where connected to a water or sewage system and all aspects of a medical gas system.

[A] 101.4.4 Property maintenance. Reserved.

[A] 101.4.5 Fire prevention. For provisions related to fire prevention, refer to the Florida Fire Prevention Code. The Florida Fire Prevention Code shall apply to matters affecting or

relating to structures, processes and premises from the hazard of fire and explosion arising from the storage, handling or use of structures, materials or devices; from conditions hazardous to life, property or public welfare in the occupancy of structures or premises; and from the construction, extension, repair, alteration or removal of fire suppression, and alarm systems or fire hazards in the structure or on the premises from occupancy or operation.

[A] 101.4.6 Energy. The provisions of the Florida Building Code, Energy Conservation shall apply to all matters governing the design and construction of buildings for energy efficiency.

[A] 101.4.7 Existing buildings. The provisions of the Florida Building Code, Existing Building shall apply to matters governing the repair, alteration, change of occupancy, addition to and relocation of existing buildings.

101.4.8 Accessibility. For provisions related to accessibility, refer to the Florida Building Code, Accessibility.

101.4.9 Manufactured buildings. For additional administrative and special code requirements, see Section 458, Florida Building Code, Building, and Rule 61-41 F.A.C.

SECTION 102

APPLICABILITY

[A] 102.1 General. Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable. Where, in any specific case, different sections of this code specify different materials, methods of construction or other requirements, the most restrictive shall govern.

102.1.1 The Florida Building Code does not apply to, and no code enforcement action shall be brought with respect to, zoning requirements, land use requirements and owner specifications or programmatic requirements which do not pertain to and govern the design, construction, erection, alteration, modification, repair or demolition of public or private buildings, structures or facilities or to programmatic requirements that do not pertain to enforcement of the Florida Building Code. Additionally, a local code enforcement agency may not administer or enforce the Florida Building Code, Building to prevent the siting of any publicly owned facility, including, but not limited to, correctional facilities, juvenile justice facilities, or state universities, community colleges, or public education facilities, as provided by law.

102.2 Building. The provisions of the Florida Building Code shall apply to the construction, erection, alteration, modification, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every public and private building, structure or facility or floating residential structure, or any appurtenances connected or attached to such buildings, structures or facilities. Additions, alterations, repairs and changes of use or occupancy group in all buildings and structures shall comply with the provisions provided in the Florida Building Code, Existing Building. The following buildings, structures and facilities are exempt from the Florida Building Code as provided by law, and any further exemptions shall be as determined by the legislature and provided by law:

- (a) Building and structures specifically regulated and preempted by the federal government.
- (b) Railroads and ancillary facilities associated with the railroad.
- (c) Nonresidential farm buildings on farms.
- (d) Temporary buildings or sheds used exclusively for construction purposes.
- (e) Mobile or modular structures used as temporary offices, except that the provisions of Part II (Sections 553.501-553.513, Florida Statutes) relating to accessibility by persons with disabilities shall apply to such mobile or modular structures.

(f) Those structures or facilities of electric utilities, as defined in Section 366.02, Florida Statutes, which are directly involved in the generation, transmission, or distribution of electricity.

(g) Temporary sets, assemblies, or structures used in commercial motion picture or television production, or any sound-recording equipment used in such production, on or off the premises.

(h) Chickees constructed by the Miccosukee Tribe of Indians of Florida or the Seminole Tribe of Florida. As used in this paragraph, the term “chickee” means an open-sided wooden hut that has a thatched roof of palm or palmetto or other traditional materials, and that does not incorporate any electrical, plumbing, or other non-wood features.

(i) Family mausoleums not exceeding 250 square feet (23 m2) in area which are prefabricated and assembled on site or preassembled and delivered on site and have walls, roofs, and a floor constructed of granite, marble, or reinforced concrete.

(j) Temporary housing provided by the Department of Corrections to any prisoner in the state correctional system.

(k) A building or structure having less than 1,000 square feet (93 m2) which is constructed and owned by a natural person for hunting and which is repaired or reconstructed to the same dimension and condition as existed on January 1, 2011, if the building or structure:

1. Is not rented or leased or used as a principal residence.
2. Is not located within the 100-year flood plain according to the Federal Emergency Management Agency’s current Flood Insurance Rate Map; and
3. Is not connected to an off-site electric power or water supply.

102.2.1 In addition to the requirements of Sections 553.79 and 553.80, Florida Statutes, facilities subject to the provisions

of Chapter 395, Florida Statutes, and Part II of Chapter 400, Florida Statutes, shall have facility plans reviewed and construction surveyed by the state agency authorized to do so under the requirements of Chapter 395, Florida Statutes, and Part II of Chapter 400, Florida Statutes, and the certification requirements of the federal government.

102.2.2 Residential buildings or structures moved into or within a county or municipality shall not be required to be brought into compliance with the state minimum building code in force at the time the building or structure is moved, provided:

1. The building or structure is structurally sound and in occupiable condition for its intended use;
2. The occupancy use classification for the building or structure is not changed as a result of the move;
3. The building is not substantially remodeled;
4. Current fire code requirements for ingress and egress are met;
5. Electrical, gas and plumbing systems meet the codes in force at the time of construction and are operational and safe for reconnection; and
6. Foundation plans are sealed by a professional engineer or architect licensed to practice in this state, if required by the Florida Building Code, Building for all residential buildings or structures of the same occupancy class.

102.2.3 The building official shall apply the same standard to a moved residential building or structure as that applied to the remodeling of any comparable residential building or structure to determine whether the moved structure is substantially remodeled. The cost of the foundation on which the moved building or structure is placed shall not be included in the cost of remodeling for purposes of determining whether a moved building or structure has been substantially remodeled. 102.2.4 This section does not apply to the jurisdiction and

authority of the Department of Agriculture and Consumer Services to inspect amusement rides or the Department of Financial Services to inspect state-owned buildings and boilers.

102.2.5 Each enforcement district shall be governed by a board, the composition of which shall be determined by the affected localities.

1. At its own option, each enforcement district or local enforcement agency may adopt rules granting to the owner of a single-family residence one or more exemptions from the Florida Building Code relating to:

a. Addition, alteration, or repairs performed by the property owner upon his or her own property, provided any addition or alteration shall not exceed 1,000 square feet (93 m2) or the square footage of the primary structure, whichever is less.

b. Addition, alteration, or repairs by a nonowner within a specific cost limitation set by rule, provided the total cost shall not exceed \$5,000 within any 12-month period.

c. Building and inspection fees.

2. However, the exemptions under subparagraph 1 do not apply to single-family residences that are located in mapped flood hazard areas, as defined in the code, unless the enforcement district or local enforcement agency has determined that the work, which is otherwise exempt, does not constitute a substantial improvement, including the repair of substantial damage, of such single-family residences.

3. Each code exemption, as defined in sub-subparagraphs 1a, 1b, and 1c shall be certified to the local board 10 days prior to implementation and shall only be effective in the territorial jurisdiction of the enforcement district or local enforcement agency implementing it.

102.2.6 This section does not apply to swings and other playground equipment accessory to a one- or two-family dwelling.

Exception: Electrical service to such playground equipment shall be in accordance with Chapter 27 of this code.

[A] 102.3 Application of references. References to chapter or section numbers, or to provisions not specifically identified by number, shall be construed to refer to such chapter, section or provision of this code.

[A] 102.4 Referenced codes and standards. The codes and standards referenced in this code shall be considered part of the requirements of this code to the prescribed extent of each such reference and as further regulated in Sections 102.4.1 and 102.4.2.

[A] 102.4.1 Conflicts. Where conflicts occur between provisions of this code and referenced codes and standards, the provisions of this code shall apply.

[A] 102.4.2 Provisions in referenced codes and standards. Where the extent of the reference to a referenced code or standard includes subject matter that is within the scope of this code or the Florida Codes listed in Section 101.4, the provisions of this code or the Florida Codes listed in Section 101.4, as applicable, shall take precedence over the provisions in the referenced code or standard.

[A] 102.5 Partial invalidity. Reserved.

[A] 102.6 Existing structures. The legal occupancy of any structure existing on the date of adoption of this code shall be permitted to continue without change, except as otherwise specifically provided in this code, the Florida Building Code, Existing Building or the Florida Fire Prevention Code.

[A] 102.6.1 Buildings not previously occupied. A building or portion of a building that has not been previously occupied or used for its intended purpose in accordance with the laws in existence at the time of its completion shall comply with the provisions of the Florida Building Code, Building or Florida Building Code, Residential, as applicable, for new construction or with any current permit for such occupancy.

[A] 102.6.2 Buildings previously occupied. The legal occupancy of any building existing on the date of adoption of this code shall be permitted to continue without change, except as otherwise specifically provided in this code, the Florida Fire Prevention Code or as is deemed necessary by the building official for the general safety and welfare of the occupants and the public.

102.7 Relocation of manufactured buildings.

(1) Relocation of an existing manufactured building does not constitute an alteration.

(2) A relocated building shall comply with wind speed requirements of the new location, using the appropriate wind speed map. If the existing building was manufactured in compliance with the Standard Building Code (prior to March 1, 2002), the wind speed map of the Standard Building Code shall be applicable. If the existing building was manufactured in compliance with the Florida Building Code (after March 1, 2002), the wind speed map of the Florida Building Code shall be applicable.

(3) A relocated building shall comply with the flood hazard area requirements of the new location, if applicable.

102.8 Existing mechanical equipment. An agency or local government may not require that existing mechanical equipment located on or above the surface of a roof be installed in compliance with the requirements of the Florida Building Code except during reroofing when the equipment is being replaced or moved and is not in compliance with the provisions of the Florida Building Code relating to roof-mounted mechanical units.

PART 2—ADMINISTRATION AND ENFORCEMENT

SECTION 103

DEPARTMENT OF BUILDING SAFETY

RESERVED

SECTION 104

DUTIES AND POWERS OF BUILDING OFFICIAL

[A] 104.1 General. Reserved.

[A] 104.2 Applications and permits. Reserved.

[A] 104.2.1 Determination of substantially improved or substantially damaged existing buildings and structures in flood hazard areas. Reserved.

[A] 104.3 Notices and orders. Reserved.

[A] 104.4 Inspections. Reserved.

[A] 104.5 Identification. Reserved.

[A] 104.6 Right of entry. Reserved.

[A] 104.7 Department records. Reserved.

[A] 104.8 Liability. Reserved.

[A] 104.8.1 Legal defense. Reserved.

[A] 104.9 Approved materials and equipment. Materials, equipment and devices approved by the building official shall be constructed and installed in accordance with such approval.

[A] 104.9.1 Used materials and equipment. The use of used materials that meet the requirements of this code for new materials is permitted. Used equipment and devices shall not be reused unless approved by the building official.

[A] 104.10 Modifications. Reserved.

[A] 104.10.1 Flood hazard areas. Reserved.

[A] 104.11 Alternative materials, design and methods of construction and equipment. The provisions of this code are not intended to prevent the installation of any material or to prohibit any design or method of construction not specifically prescribed by this code, provided that any such alternative has been approved. An alternative material, design or method of construction shall be approved where the building official finds that the proposed design is satisfactory and complies with the intent of the provisions of this code, and that the material, method or work offered is, for the purpose intended, not less than the equivalent of that prescribed in this code in quality, strength, effectiveness, fire resistance, durability and safety. Where the alternative material, design or method of construction is not approved, the building official shall respond in writing, stating the reasons why the alternative was not approved.

[A] 104.11.1 Research reports. Supporting data, where necessary to assist in the approval of materials or assemblies not specifically provided for in this code, shall consist of valid research reports from approved sources.

[A] 104.11.2 Tests. Whenever there is insufficient evidence of compliance with the provisions of this code, or evidence that a material or method does not conform to the requirements of this code, or in order to substantiate claims for alternative materials or methods, the building official shall have the authority to require tests as evidence of compliance to be made at no expense to the jurisdiction. Test methods shall be as specified in this code or by other recognized test standards. In the absence of recognized and accepted test methods, the building official shall approve the testing procedures. Tests shall be performed

by an approved agency. Reports of such tests shall be retained by the building official for the period required for retention of public records.

SECTION 105

PERMITS

[A] 105.1 Required. Any owner or owner's authorized agent who intends to construct, enlarge, alter, repair, move, demolish or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert or replace any impact-resistant coverings, electrical, gas, mechanical or plumbing system, the installation of which is regulated by this code, or to cause any such work to be performed, or to perform site clearing, or to install exterior mounted television sets on commercial buildings/occupancies, shall first make application to the building official and obtain the required permit.

[A] 105.1.1 Annual facility permit. In lieu of an individual permit for each alteration to an existing electrical, gas, mechanical, plumbing or interior nonstructural office system(s), the building official is authorized to issue an annual permit for any occupancy to facilitate routine or emergency service, repair, refurbishing, minor renovations of service systems or manufacturing equipment installations/ relocations. The building official shall be notified of major changes and shall retain the right to make inspections at the facility site as deemed necessary. An annual facility permit shall be assessed with an annual fee and shall be valid for one year from date of issuance. A separate permit shall be obtained for each facility and for each construction trade, as applicable. The permit application shall contain a general description of the parameters of work intended to be performed during the year.

[A] 105.1.2 Annual permit records. The person to whom an annual permit is issued shall keep a detailed record of alterations made under such annual permit. The building official shall have access to such records at all times or such records shall be filed with the building official as designated.

105.1.3 Food permit. In accordance with Section 500.12, Florida Statutes, a food permit from the Department of Agriculture and Consumer Services is required of any person who operates a food establishment or retail store.

105.1.4 Public swimming pool. The local enforcing agency may not issue a building permit to construct, develop, or modify a public swimming pool without proof of application, whether complete or incomplete, for an operating permit pursuant to Section 514.031, Florida Statutes. A certificate of completion or occupancy may not be issued until such operating permit is issued. The local enforcing agency shall conduct their review of the building permit application upon filing and in accordance with Chapter 553, Florida Statutes. The local enforcing agency may confer with the Department of Health, if necessary, but may not delay the building permit application review while awaiting comment from the Department of Health.

[A] 105.2 Work exempt from permit. Exemptions from permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code. Permits shall not be required for the following:

Building:

1. Painting, papering, carpeting and similar finish work.
2. Temporary motion picture, television and theater stage sets and scenery.
3. Prefabricated swimming pools accessory to Group-3 occupancy that are less than 24 inches (610 mm) deep, do not exceed 5000 gallons (18,925 L) and are installed entirely above ground.

4. Shade cloth structures constructed for nursery or agricultural purposes, not including service systems.
5. Swings and other playground equipment accessory to detached one-and two-family dwellings.
6. Window awnings supported by an exterior wall and do not project more than 54 inches (1372 mm) from the exterior wall and do not require additional support of Groups R-3 and U occupancies.
7. Non-fixed and moveable fixtures, cases, racks, counters and partitions not over 5 feet 9 inches in height.

Gas:

1. Portable heating appliance.
2. Replacement of any minor part that does not alter approval of equipment or make such equipment unsafe.

Mechanical:

1. Portable heating appliance.
2. Portable ventilation equipment.
3. Portable cooling unit.
4. Steam, hot or chilled water piping within any heating or cooling equipment regulated by this code.
5. Replacement of any part that does not alter its approval or make it unsafe.
6. Portable evaporative cooler.
7. Self-contained refrigeration system containing 10 pounds (4.54 kg) or less of refrigerant and actuated by motors of 1 horsepower (0.75 kW) or less.
8. The installation, replacement, removal or metering of any load management control device.

Plumbing:

1. The stopping of leaks in drains, water, soil, waste or vent pipe, provided, however, that if any concealed trap, drain pipe, water, soil, waste or vent pipe becomes defective and it becomes necessary to remove and replace the same with new material, such work shall be considered as new work and a permit shall be obtained and inspection made as provided in this code.

2. The clearing of stoppages or the repairing of leaks in pipes, valves or fixtures and the removal and reinstallation of water closets, provided such repairs do not involve or require the replacement or rearrangement of valves, pipes or fixtures.

[A] 105.2.1 Emergency repairs. Where equipment replacements and repairs must be performed in an emergency situation, the permit application shall be submitted within the next working business day to the building official.

[A] 105.2.2 Minor repairs. Ordinary minor repairs may be made with the approval of the building official without a permit, provided the repairs do not include the cutting away of any wall, partition or portion thereof, the removal or cutting of any structural beam or load-bearing support, or the removal or change of any required means of egress, or rearrangement of parts of a structure affecting the egress requirements; nor shall ordinary repairs include addition to, alteration of, replacement or relocation of any standpipe, water supply, sewer, drainage, drain leader, gas, soil, waste, vent or similar piping, electric wiring systems or mechanical equipment or other work affecting public health or general safety, and such repairs shall not violate any of the provisions of the technical codes.

[A] 105.2.3 Public service agencies. Reserved.

[A] 105.3 Application for permit. To obtain a permit, the applicant shall first file an application therefor in writing on a form furnished by the building department for that purpose. Permit application forms shall be in the format prescribed by a local administrative board, if applicable, and must comply with the requirements of Sections 713.135(5) and (6), Florida Statutes. Each application shall be inscribed with the date of application, and the code in effect as of that date. For a building permit for which an application is submitted prior to the effective date of the Florida Building Code, the state minimum building code in effect in the permitting jurisdiction on the date of the application governs the permitted work for the life of the permit and any extension granted to the permit. Effective October 1, 2017, a local enforcement agency shall post each type of building permit application on its website. Completed applications must be able to be submitted electronically to the appropriate building department. Accepted methods of electronic submission include, but are not limited to, e-mail submission of applications in portable document format or submission of applications through an electronic fill-in form available on the building department's website or through a third-party submission management software. Payments, attachments, or drawings required as part of the permit application may be submitted in person in a nonelectronic format, at the discretion of the building official.

[A] 105.3.1 Action on application. The building official shall examine or cause to be examined applications for permits and amendments thereto within a reasonable time after filing. If the application or the construction documents do not conform to the requirements of pertinent laws, the building official shall reject such application in writing, stating the reasons therefor. If the building official is satisfied that the proposed work conforms to the requirements of this code and laws and ordinances applicable thereto, the building official shall issue a permit therefor as soon as practicable. When authorized through contractual agreement with a school board, in acting on applications for permits, the building official shall give first priority to any applications for the construction of, or addition or renovation to, any school or educational facility.

105.3.1.1 If a state university, Florida college or public school district elects to use a local government's code enforcement offices, fees charged by counties and municipalities for enforcement of the Florida Building Code on buildings, structures, and facilities of state universities, state colleges, and public school districts shall not be more than the actual labor and administrative costs incurred for plans review and inspections to ensure compliance with the code.

105.3.1.2 No permit may be issued for any building construction, erection, alteration, modification, repair, or addition unless the applicant for such permit provides to the enforcing agency which issues the permit any of the following documents which apply to the construction for which the permit is to be issued and which shall be prepared by or under the direction of an engineer registered under Chapter 471, Florida Statutes:

1. Plumbing documents for any new building or addition which requires a plumbing system with more than 250 fixture units or which costs more than \$125,000.

2. Fire sprinkler documents for any new building or addition which includes a fire sprinkler system which contains 50 or more sprinkler heads. Personnel as authorized by chapter 633 Florida Statutes, may design a fire sprinkler system of 49 or fewer heads and may design the alteration of an existing fire sprinkler system if the alteration consists of the relocation, addition or deletion of not more than 49 heads, notwithstanding the size of the existing fire sprinkler system.

3. Heating, ventilation, and air-conditioning documents for any new building or addition which requires more than a 15-ton-per-system capacity which is designed to accommodate

100 or more persons or for which the system costs more than \$125,000. This paragraph does not include any document for the replacement or repair of an existing system in which the work does not require altering a structural part of the building or for work on a residential one-, two-, three-, or four-family structure. An air-conditioning system may be designed by an installing air-conditioning contractor certified under Chapter 489, Florida Statutes, to serve any building or addition which is designed to accommodate fewer than 100 persons and requires an air-conditioning system with a value of \$125,000 or less; and when a 15-ton-per system or less is designed for a singular space of a building and each 15-ton system or less has an independent duct system. Systems not complying with the above require design documents that are to be sealed by a professional engineer. Example 1: When a space has two 10-ton systems with each having an independent duct system, the contractor may design these two systems since each unit (system) is less than 15 tons.

Example 2: Consider a small single-story office building which consists of six individual offices where each office has a single three-ton package air conditioning heat pump. The six heat pumps are connected to a single water-cooling tower. The cost of the entire heating, ventilation and air-conditioning work is \$47,000 and the office building accommodates fewer than 100 persons. Because the six mechanical units are connected to a common water tower, this is considered to be an 18-ton system.

Note: It was further clarified by the Commission that the limiting criteria of 100 persons and \$125,000 apply to the building occupancy load and the cost for the total air-conditioning system of the building.

4. Any specialized mechanical, electrical, or plumbing document for any new building or addition which includes a medical gas, oxygen, steam, vacuum, toxic air filtration, halon, or fire detection and alarm system which costs more than \$5,000.

5. Electrical documents. See Florida Statutes 471.003(2)(h). Documents requiring an engineer seal by this part shall not be valid unless a professional engineer who possesses a valid certificate of registration has signed, dated, and stamped such document as provided in Section 471.025, Florida Statutes.

6. All public swimming pools and public bathing places defined by and regulated under Chapter 514, Florida Statutes.

[A] 105.3.2 Time limitation of application. An application for a permit for any proposed work shall be deemed to have been abandoned 180 days after the date of filing, unless such application has been pursued in good faith or a permit has been issued; except that the building official is authorized to grant one or more extensions of time for additional periods not exceeding 90 days each. The extension shall be requested in writing and justifiable cause demonstrated.

105.3.3 An enforcing authority may not issue a building permit for any building construction, erection, alteration, modification, repair or addition unless the permit either includes on its face or there is attached to the permit the following statement: "NOTICE: In addition to the requirements of this permit, there may be additional restrictions applicable to this property that may be found in the public records of this county, and there may be additional permits required from other governmental entities such as water management districts, state agencies, or federal agencies."

105.3.4 A building permit for a single-family residential dwelling must be issued within 30 working days of application therefor unless unusual circumstances require a longer time for processing the application or unless the permit application fails to satisfy the Florida Building Code or the enforcing agency's laws or ordinances.

105.3.5 Identification of minimum premium policy. Except as otherwise provided in Chapter 440, Florida Statutes, Workers' Compensation, every employer shall, as a condition to receiving a building permit, show proof that it has secured compensation for its employees as provided in Sections 440.10 and 440.38, Florida Statutes.

105.3.6 Asbestos removal. Moving, removal or disposal of asbestos-containing materials on a residential building where the owner occupies the building, the building is not for sale or lease, and the work is performed according to the owner-builder limitations provided in this paragraph. To qualify for exemption under this paragraph, an owner must personally appear and sign the building permit application. The permitting agency shall provide the person with a disclosure statement in substantially the following form:

Disclosure Statement: State law requires asbestos abatement to be done by licensed contractors. You have applied for a permit under an exemption to that law. The exemption allows you, as the owner of your property, to act as your own asbestos abatement contractor even though you do not have a license. You must supervise the construction yourself. You may move, remove or dispose of asbestos-containing materials on a residential building where you occupy the building and the building is not for sale or lease, or the building is a farm outbuilding on your property. If you sell or lease such building within 1 year after the asbestos abatement is complete, the law will presume that you intended to sell or lease the property at the time the work was done, which is a violation of this exemption. You may not hire an unlicensed person as your contractor. Your work must be done according to all local, state and federal laws and regulations which apply to asbestos abatement projects. It is your responsibility to make sure that people employed by you have licenses required by state law and by county or municipal licensing ordinances.

105.3.7 Applicable Code for Manufactured Buildings. Manufacturers should be permitted to complete all buildings designed and approved prior to the effective date of a new code edition, provided a clear signed contract is in place. The contract shall provide specific data mirroring that required by an application for permit, specifically, without limitation, date of execution, building owner or dealer, and anticipated date of completion. However, the construction activity must commence within 6 months of the contract's execution. The contract is subject to verification by the Department of Business and Professional Regulation.

105.4 Conditions of the permit.

105.4.1 Permit intent. A permit issued shall be construed to be a license to proceed with the work and not as authority to violate, cancel, alter or set aside any of the provisions of the technical codes, nor shall issuance of a permit prevent the building official from thereafter requiring a correction of errors in plans, construction or violations of this code. Every permit issued shall become invalid unless the work authorized by such permit is commenced within 6 months after its issuance, or if the work authorized by such permit is suspended or abandoned for a period of 6 months after the time the work is commenced.

105.4.1.1 If work has commenced and the permit is revoked, becomes null and void, or expires because of lack of progress or abandonment, a new permit covering the proposed construction shall be obtained before proceeding with the work.

105.4.1.2 If a new permit is not obtained within 180 days from the date the initial permit became null and void, the building official is authorized to require that any work which has been commenced or completed be removed from the building site. Alternately, a new permit may be issued on application, providing the work in place and required to complete the structure meets all applicable regulations in effect at the time the initial permit became null and void and any regulations which may have become effective between the date of expiration and the date of issuance of the new permit.

105.4.1.3 Work shall be considered to be in active progress when the permit has received an approved inspection within 180 days. This provision shall not be applicable in case of civil commotion or strike or when the building work is halted due directly to judicial injunction, order or similar process.

105.4.1.4 The fee for renewal reissuance and extension of a permit shall be set forth by the administrative authority.

105.5 Additional options for closing a permit. Pursuant to Section 553.79(15), Florida Statutes, a property owner, regardless of whether the property owner is the one listed on the application for the building permit, may close a building permit by complying with the following requirements:

1. The property owner may retain the original contractor listed on the permit or hire a different contractor appropriately licensed in this state to perform the work necessary to satisfy the conditions of the permit and to obtain any necessary inspection in order to close the permit. If a contractor other than the original contractor listed on the permit is hired by the property owner to close the permit, such contractor is not liable for any defects in the work performed by the original contractor and is only liable for the work that he or she performs.

2. The property owner may assume the role of an owner builder, in accordance with Sections 489.103(7) and 489.503(6), Florida Statutes. 3. If a building permit is expired and its requirements have been substantially completed, as determined by the local enforcement agency, the permit may be closed without having to obtain a new building permit, and the work required to close the permit may be done pursuant to the building code in effect at the time the local enforcement agency received the application for the permit, unless the contractor has sought and received approval from the local enforcement agency for an alternative material, design or method of construction.

4. A local enforcement agency may close a building permit 6 years after the issuance of the permit, even in the absence of a final inspection, if the local enforcement agency determines that no apparent safety hazard exists. For purposes of this section, the term “close” means that the requirements of the permit have been satisfied.

[A] 105.6 Denial or revocation. Whenever a permit required under this section is denied or revoked because the plan, or the construction, erection, alteration, modification, repair, or demolition of a building, is found by the local enforcing agency to be not in compliance with the Florida Building

Code, the local enforcing agency shall identify the specific plan or project features that do not comply with the applicable codes, identify the specific code chapters and sections upon which the finding is based, and provide this information to the permit applicant. If the local building code administrator or inspector finds that the plans are not in compliance with the Florida Building Code, the local building code administrator or inspector shall identify the specific plan features that do not comply with the applicable codes, identify the specific code chapters and sections upon which the finding is based, and provide this information to the local enforcing agency. The local enforcing agency shall provide this information to the permit applicant.

Pursuant to Section 553.79(16), Florida Statutes, a local enforcement agency may not deny issuance of a building permit to; issue a notice of violation to; or fine, penalize, sanction or assess fees against an arm’s-length purchaser of a property for value solely because a building permit applied for by a previous owner of the property was not closed. The local enforcement agency shall maintain all rights and remedies against the property owner and contractor listed on the permit.

Pursuant to Section 553.79(16), Florida Statutes, a local enforcement agency may not deny issuance of a building permit to a contractor solely because the contractor is listed on other building permits that were not closed.

[A] 105.7 Placement of permit. The building permit or copy shall be kept on the site of the work until the completion of the project.

105.8 Notice of commencement. In accordance with Section 713.135, Florida Statutes, when any person applies for a building permit, the authority issuing such permit shall print on the face of each permit card in no less than 14-point, capitalized, boldfaced type: "WARNING TO OWNER: YOUR FAILURE TO RECORD A NOTICE OF COMMENCEMENT MAY RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE RECORDING YOUR NOTICE OF COMMENCEMENT."

105.9 Asbestos. The enforcing agency shall require each building permit for the demolition or renovation of an existing structure to contain an asbestos notification statement which indicates the owner's or operator's responsibility to comply with the provisions of Section 469.003, Florida Statutes, and to notify the Department of Environmental Protection of his or her intentions to remove asbestos, when applicable, in accordance with state and federal law.

105.10 Certificate of protective treatment for prevention of termites. A weather-resistant job-site posting board shall be provided to receive duplicate treatment certificates as each required protective treatment is completed, providing a copy for the person the permit is issued to and another copy for the building permit files. The treatment certificate shall provide the product used, identity of the applicator, time and date of the treatment, site location, area treated, chemical used, percent concentration and number of gallons used, to establish a verifiable record of protective treatment. If the soil chemical barrier method for termite prevention is used, final exterior treatment shall be completed prior to final building approval.

105.11 Notice of termite protection. A permanent sign which identifies the termite treatment provider and need for reinspection and treatment contract renewal shall be provided. The sign shall be posted near the water heater or electric panel.

105.12 Work starting before permit issuance. Upon approval of the building official, the scope of work delineated in the building permit application and plan may be started prior to the final approval and issuance of the permit, provided any work completed is entirely at risk of the permit applicant and the work does not proceed past the first required inspection.

105.13 Phased permit approval. After submittal of the appropriate construction documents, the building official is authorized to issue a permit for the construction of foundations or any other part of a building or structure before the construction documents for the whole building or structure have been submitted. The holder of such permit for the foundation or other parts of a building or structure shall proceed at the holder's own risk with the building operation and without assurance that a permit for the entire structure will be granted. Corrections may be required to meet the requirements of the technical codes.

105.14 Permit issued on basis of an affidavit. Whenever a permit is issued in reliance upon an affidavit or whenever the work to be covered by a permit involves installation under conditions which, in the opinion of the building official, are hazardous or complex, the building official shall require that the architect or engineer who signed the affidavit or prepared the drawings or computations shall supervise such work. In addition, they shall be responsible for conformity to the permit, provide copies of inspection reports as inspections

are performed, and upon completion make and file with the building official written affidavit that the work has been done in conformity to the reviewed plans and with the structural provisions of the technical codes. In the event such architect or engineer is not available, the owner shall employ in his stead a competent person or agency whose qualifications are reviewed by the building official. The building official shall ensure that any person conducting plans review is qualified as a plans examiner under Part XII of Chapter 468, Florida Statutes, and that any person conducting inspections is qualified as a building inspector under Part XII of Chapter 468, Florida Statutes.

Exception: Permit issued on basis of an affidavit shall not extend to the flood load and flood resistance requirements of the Florida Building Code.

105.15 Opening protection. When any activity requiring a building permit, not including roof covering replacement or repair work associated with the prevention of degradation of the residence, that is applied for on or after July 1, 2008, and for which the estimated cost is \$50,000 or more for a site built single-family detached residential structure that is located in the wind-borne debris region as defined in this code and that has an insured value of \$750,000 or more, or, if the site built single-family detached residential structure is uninsured or for which documentation of insured value is not presented, has a just valuation for the structure for purposes of ad valorem taxation of \$750,000 or more; opening protections as required within this code or Florida Building Code, Residential for new construction shall be provided.

Exception: Single family residential structures permitted subject to the Florida Building Code are not required to comply with this section.

105.16 Inspection of existing residential building not impacted by construction.

(a) A local enforcing agency, and any local building code administrator, inspector, or other official or entity, may not require as a condition of issuance of a one- or two-family residential building permit the inspection of any portion of a building, structure, or real property that is not directly impacted by the construction, erection, alteration, modification, repair, or demolition of the building, structure, or real property for which the permit is sought.

(b) This subsection does not apply to a building permit sought for:

1. A substantial improvement as defined in s. 161.54, Florida Statutes or as defined in the Florida Building Code.

2. A change of occupancy as defined in the Florida Building Code.

3. A conversion from residential to nonresidential or mixed use pursuant to s. 553.507(2)(a), Florida Statutes or as defined in the Florida Building Code.

4. A historic building as defined in the Florida Building Code.

(c) This subsection does not prohibit a local enforcing agency, or any local building code administrator, inspector, or other official or entity, from:

1. Citing any violation inadvertently observed in plain view during the ordinary course of an inspection conducted in accordance with the prohibition in paragraph (a).

2. Inspecting a physically nonadjacent portion of a building, structure, or real property that is directly impacted by the construction, erection, alteration, modification, repair, or demolition of the building, structure, or real property for which the permit is sought in accordance with the prohibition in paragraph (a).

3. Inspecting any portion of a building, structure, or real property for which the owner or other person having control of the building, structure, or real property has voluntarily consented to the inspection of that portion of the building, structure, or real property in accordance with the prohibition in paragraph (a).

4. Inspecting any portion of a building, structure, or real property pursuant to an inspection warrant issued in accordance with ss. 933.20-933.30, Florida Statutes.

105.17 Streamlined low-voltage alarm system installation permitting.

(1) As used in this section, the term:

(a) "Contractor" means a person who is qualified to engage in the business of electrical or alarm system contracting pursuant to a certificate or registration issued by the department under Part II of Chapter 489, Florida Statutes.

(b) "Low-voltage alarm system project" means a project related to the installation, maintenance, inspection, replacement, or service of a new or existing alarm system, as defined in s. 489.505, Florida Statutes, that is hardwired and operating at low voltage, as defined in the National Electrical Code Standard 70, Current Edition, or a new or existing low-voltage electric fence, and ancillary components or equipment attached to such a system, or fence, including, but not limited to, home-automation equipment, thermostats, closed-circuit television systems, access controls, battery recharging devices, and video cameras.

(c) "Low-voltage electric fence" means an alarm system, as defined in s. 489.505, that consists of a fence structure and an energizer powered by a commercial storage battery not exceeding 12 volts which produces an electric charge upon contact with the fence structure.

(d) "Wireless alarm system" means a burglar alarm system of smoke detector that is not hardwired. (2) Notwithstanding any provision of this code, this section applies to all low-voltage alarm system projects for which a permit is required by a local enforcement agency. However, a permit is not required to install, maintain, inspect, replace, or service a wireless alarm system, including any ancillary components or equipment attached to the system.

(3) A low-voltage electric fence must meet all of the following requirements to be permitted as a low-voltage alarm system project and no further permit shall be required for the low-voltage alarm system project other than as provided in this section:

(a) The electric charge produced by the fence upon contact must not exceed energizer characteristics set forth in paragraph 22.108 and depicted in Figure 102 of International Electrotechnical Commission Standard No. 60335-2-76, Current Edition.

(b) A nonelectric fence or wall must completely enclose the low-voltage electric fence. The low voltage electric fence may be up to 2 feet higher than the perimeter nonelectric fence or wall.

(c) The low-voltage electric fence must be identified using warning signs attached to the fence at intervals of not more than 60 feet.

(d) The low-voltage electric fence shall not be installed in an area zoned exclusively for single-family or multi-family residential use.

(e) The low-voltage electric fence shall not enclose the portions of a property which are used for residential purposes.

(4) This section does not apply to the installation or replacement of a fire alarm if a plan review is required.

(5) A local enforcement agency shall make uniform basic permit labels available for purchase by a contractor to be used for the installation or replacement of a new or existing alarm system at a cost as indicated in s. 553.793, Florida Statutes. The local enforcement agency may not require the payment of any additional fees, charges, or expenses associated with the installation or replacement of a new or existing alarm.

(a) A local enforcement agency may not require a contractor, as a condition of purchasing a label, to submit information other than identification information of the licensee and proof of registration or certification as a contractor.

(b) A label is valid for 1 year after the date of purchase and may only be used within the jurisdiction of the local enforcement agency that issued the label. A contractor may purchase labels in bulk for one or more unspecified current or future projects.

(6) A contractor shall post an unused uniform basic permit label in a conspicuous place on the premises of the low-voltage alarm system project site before commencing work on the project. (7) A contractor is not required to notify the local enforcement agency before commencing work on a low-voltage alarm system project. However, a contractor must submit a Uniform Notice of a Low-Voltage Alarm System Project as provided under subsection (7) to the local enforcement agency within 14 days after completing the project. A local enforcement agency may take disciplinary action against a contractor who fails to timely submit a Uniform Notice of a Low-Voltage Alarm System Project.

(8) The Uniform Notice of a Low-Voltage Alarm System Project may be submitted electronically or by facsimile if all submissions are signed by the owner, tenant, contractor, or authorized representative of such persons. The Uniform Notice of a Low-Voltage Alarm System Project shall be in the format prescribed by the local enforcement agency and must comply with the requirements of s. 553.793(7), Florida Statutes.

(9) A local enforcement agency may coordinate directly with the owner or customer to inspect a low-voltage alarm system to ensure compliance with applicable codes and standards. If a low-voltage alarm system project fails an inspection, the contractor must take corrective action as necessary to pass inspection.

(10) A municipality, county, district, or other entity of local government may not adopt or maintain in effect any ordinance or rule regarding a low-voltage alarm system project that is inconsistent with this section.

(11) A uniform basic permit label shall not be required for the subsequent maintenance, inspection, or service of an alarm system that was permitted in accordance with this section. The provisions of this act are not intended to impose new or additional licensure requirements on persons licensed in accordance with the applicable provisions of Chapter 489, Florida Statutes.

SECTION 106

FLOOR AND ROOF DESIGN LOADS

[A] 106.1 Live loads posted. In commercial or industrial buildings, for each floor or portion thereof designed for live loads exceeding 50 psf (2.40 kN/m²), such design live loads shall be conspicuously posted by the owner or the owner's authorized agent in that part of each story in which they apply, using durable signs. It shall be unlawful to remove or deface such notices.

[A] 106.2 Issuance of certificate of occupancy. A certificate of occupancy required by Section 111 shall not be issued until the floor load signs, required by Section 106.1, have been installed.

[A] 106.3 Restrictions on loading. It shall be unlawful to place, or cause or permit to be placed, on any floor or roof of a building, structure or portion thereof, a load greater than is permitted by this code.

SECTION 107

SUBMITTAL DOCUMENTS

[A] 107.1 General. Submittal documents consisting of construction documents, statement of special inspections, geotechnical report and other data shall be submitted in two or more sets with each permit application. The construction documents shall be prepared by a registered design professional where required by Chapter 471, Florida Statutes or Chapter 481, Florida

Statutes. Where special conditions exist, the building official is authorized to require additional construction documents to be prepared by a registered design professional.

Exception: The building official is authorized to waive the submission of construction documents and other data not required to be prepared by a registered design professional if it is found that the nature of the work applied for is such that review of construction documents is not necessary to obtain compliance with this code.

[A] 107.2 Construction documents. Construction documents shall be in accordance with Sections 107.2.1 through 107.2.6.

[A] 107.2.1 Information on construction documents. Construction documents shall be dimensioned and drawn upon suitable material. Electronic media documents are permitted to be submitted where approved by the building official. Construction documents shall be of sufficient clarity to indicate the location, nature and extent of the work proposed and show in detail that it will conform to the provisions of this code and relevant laws, ordinances, rules and regulations, as determined by the building official.

[A] 107.2.2 Fire protection system shop drawings. Shop drawings for the fire protection system(s) shall be submitted to indicate conformance to this code and the construction documents and shall be approved prior to the start of system installation. Shop drawings shall contain all information as required by the referenced installation standards in Chapter 9.

[A] 107.2.3 Means of egress. The construction documents shall show in sufficient detail the location, construction, size and character of all portions of the means of egress including the path of the exit discharge to the public way in compliance with the provisions of this code. In other than occupancies in Groups R-2, R-3, and I-1, the construction documents shall designate the number of occupants to be accommodated on every floor, and in all rooms and spaces.

[A] 107.2.4 Exterior wall envelope. Construction documents for all buildings shall describe the exterior wall envelope in sufficient detail to determine compliance with this code. The construction documents shall provide details of the exterior wall envelope as required, including flashing, intersections with dissimilar materials, corners, end details, control joints, intersections at roof, eaves or parapets, means of drainage, water-resistive membrane and details around openings. The construction documents shall include manufacturer's installation instructions that provide supporting documentation that the proposed penetration and opening details described in the construction documents maintain the weather resistance of the exterior wall envelope. The supporting documentation shall fully describe the exterior wall system that was tested, where applicable, as well as the test procedure used.

107.2.5 Exterior balcony and elevated walking surfaces. Where balcony or other elevated walking surfaces are exposed to water from direct or blowing rain, snow or irrigation, and the structural framing is protected by an impervious moisture barrier, the construction documents shall include details for all elements of the impervious moisture barrier system. The construction documents shall include manufacturer's installation instructions.

[A] 107.2.6 Site plan. The construction documents submitted with the application for permit shall be accompanied by a site plan showing to scale the size and location of new construction and existing structures on the site, distances from lot lines, the established street grades and the proposed finished grades and, as applicable, flood hazard areas, floodways, and design flood elevations; and it shall be drawn in accordance with an accurate boundary line survey. In the case of demolition, the site plan shall show construction to be demolished and the location and size of existing structures and construction that are to remain on the site or plot. The building official is authorized to waive or modify the requirement for a site plan where the application for permit is for alteration or repair or where otherwise warranted.

[A] 107.2.6.1 Design flood elevations. Where design flood elevations are not specified, they shall be established in accordance with Section 1612.3.1.

107.2.6.2 For the purpose of inspection and record retention, site plans for a building may be maintained in the form of an electronic copy at the worksite. These plans must be open to inspection by the building official or a duly authorized representative, as required by the Florida Building Code.

[A] 107.2.7 Structural information. The construction documents shall provide the information specified in Section 1603.

[A] 107.3 Examination of documents. The building official shall examine or cause to be examined the accompanying submittal documents and shall ascertain by such examinations whether the construction indicated and described is in accordance with the requirements of this code and other pertinent laws or ordinances.

Exceptions:

1. Building plans approved pursuant to Section 553.77(5), Florida Statutes, and state-approved manufactured buildings are exempt from local codes enforcing agency plan reviews except for provisions of the code relating to erection, assembly or construction at the site. Erection, assembly and construction at the site are subject to local permitting according to Rule 61-41.009, Florida Administrative Code, shall be sufficient for local permit application documents of record for the modular building portion of the permitted project.

2. Industrial construction on sites where design, construction and fire safety are supervised by appropriate design and inspection professionals and which contain adequate in-house fire departments and rescue squads is exempt, subject to local government option, from review of plans and inspections, providing owners certify that applicable codes and standards have been met and supply appropriate approved drawings to local building and fire-safety inspectors.

[A] 107.3.1 Approval of construction documents. When the building official issues a permit, the construction documents shall be approved, in writing or by stamp, as "Reviewed for Code Compliance." One set of construction documents so reviewed shall be retained by the building official. The other set shall be returned to the applicant, shall be kept at the site of work and shall be open to inspection by the building official or a duly authorized representative.

[A] 107.3.2 Previous approvals. This code shall not require changes in the construction documents, construction or designated occupancy of a structure for which a lawful permit has been heretofore issued or otherwise lawfully authorized, and the construction of which has been pursued in good faith within 180 days after the effective date of this code and has not been abandoned.

[A] 107.3.3 Phased approval. The building official is authorized to issue a permit for the construction of foundations or any other part of a building or structure before the construction documents for the whole building or structure have been submitted, provided that adequate information and detailed statements have been filed complying with pertinent requirements of this code. The holder of such permit for the foundation or other parts of a building or structure shall proceed at the holder's own risk with the building operation and without assurance that a permit for the entire structure will be granted.

[A] 107.3.4 Design professional in responsible charge.

Reserved.

[A] 107.3.4.1 Deferred submittals. Deferral of any submittal items shall have the prior approval of the building official. The registered design professional in responsible charge shall list the deferred submittals on the construction documents for review by the building

official. Documents for deferred submittal items shall be submitted to the registered design professional in responsible charge who shall review them and forward them to the building official with a notation indicating that the deferred submittal documents have been reviewed and found to be in general conformance to the design of the building. The deferred submittal items shall not be installed until the deferred submittal documents have been approved by the building official. 107.3.4.2 Certifications by contractors authorized under the provisions of Section 489.115(4)(b), Florida Statutes, shall be considered equivalent to sealed plans and specifications by a person licensed under Chapter 471, Florida Statutes, or Chapter 481, Florida Statutes, by local enforcement agencies for plans review for permitting purposes relating to compliance with the wind resistance provisions of the code or alternate methodologies approved by the Florida Building Commission for one- and two-family dwellings. Local enforcement agencies may rely upon such certification by contractors that the plans and specifications submitted conform to the requirements of the code for wind resistance. Upon good cause shown, local government code enforcement agencies may accept or reject plans sealed by persons licensed under Chapters 471, 481 or 489, Florida Statutes.

107.3.5 Minimum plan review criteria for buildings. The examination of the documents by the building official shall include the following minimum criteria and documents: a floor plan; site plan; foundation plan; floor/roof framing plan or truss layout; all fenestration penetrations; flashing; and rough opening dimensions; and all exterior elevations:

Commercial Buildings:

Building:

1. Site requirements:

- Parking
- Fire access
- Vehicle loading
- Driving/turning radius
- Fire hydrant/water supply/post indicator valve (PIV)
- Set back/separation (assumed property lines)
- Location of specific tanks, water lines and sewer lines
- Flood hazard areas, flood zones, and design flood elevations

2. Occupancy group and special occupancy requirements shall be determined.

3. Minimum type of construction shall be determined (see Table 503).

4. Fire-resistant construction requirements shall include the following components:

Fire-resistant separations

Fire-resistant protection for type of construction

Protection of openings and penetrations of rated walls

Fire blocking and draft stopping and calculated fire resistance

5. Fire suppression systems shall include:

- Early warning smoke evacuation systems
- Schematic fire sprinklers
- Standpipes
- Pre-engineered systems
- Riser diagram.

6. Life safety systems shall be determined and shall include the following requirements:

- Occupant load and egress capacities
- Early warning
- Smoke control
- Stair pressurization
- Systems schematic

7. Occupancy load/egress requirements shall include:

- Occupancy load
- Gross
- Net
- Means of egress
- Exit access
- Exit
- Exit discharge
- Stairs construction/geometry and protection
- Doors
- Emergency lighting and exit signs
- Specific occupancy requirements
- Construction requirements
- Horizontal exits/exit passageways

8. Structural requirements shall include:

- Soil conditions/analysis
- Termite protection
- Design loads
- Wind requirements
- Building envelope
- Impact resistant coverings or systems
- Structural calculations (if required)
- Foundation
- Flood requirements in accordance with Section 1612, including lowest floor elevations, enclosures, flood damage resistant materials
- Wall systems
- Floor systems
- Roof systems
- Threshold inspection plan
- Stair systems

9. Materials shall be reviewed and shall at a minimum include the following:

- Wood
- Steel
- Aluminum
- Concrete
- Plastic
- Glass
- Masonry

- Gypsum board and plaster
- Insulating (mechanical)
- Roofing
- Insulation

10. Accessibility requirements shall include the following:

- Site requirements
- Accessible route Vertical accessibility
- Toilet and bathing facilities
- Drinking fountains
- Equipment
- Special occupancy requirements
- Fair housing requirements

11. Interior requirements shall include the following:

- Interior finishes (flame spread/smoke development)
- Light and ventilation
- Sanitation

12. Special systems:

- Elevators
- Escalators
- Lifts

13. Swimming pools:

- Barrier requirements
- Spas
- Wading pools

14. Location and installation details. The specific location and installation details of each fire door, fire damper, ceiling damper and smoke damper shall be shown and properly identified on the building plans by the designer.

Electrical:

1. Electrical:

Wiring

Services

Feeders and branch circuits

Overcurrent protection

Grounding

Wiring methods and materials

GFCIs

2. Equipment

3. Special occupancies

4. Emergency systems

5. Communication systems

6. Low voltage

- 7. Load calculations
- 8. Design flood elevation

Plumbing:

- 1. Minimum plumbing facilities
- 2. Fixture requirements
- 3. Water supply piping
- 4. Sanitary drainage
- 5. Water heaters
- 6. Vents
- 7. Roof drainage
- 8. Back flow prevention
- 9. Irrigation
- 10. Location of water supply line
- 11. Grease traps
- 12. Environmental requirements
- 13. Plumbing riser
- 14. Design flood elevation

Mechanical:

- 1. Energy calculations
- 2. Exhaust systems:
 - Clothes dryer exhaust
 - Kitchen equipment exhaust
 - Specialty exhaust systems
- 3. Equipment
- 4. Equipment location
- 5. Make-up air
- 6. Roof-mounted equipment
- 7. Duct systems
- 8. Ventilation
- 9. Combustion air
- 10. Chimneys, fireplaces and vents
- 11. Appliances
- 12. Boilers
- 13. Refrigeration
- 14. Bathroom ventilation
- 15. Laboratory
- 16. Design flood elevation

Gas:

- 1. Gas piping
- 2. Venting
- 3. Combustion air
- 4. Chimneys and vents
- 5. Appliances
- 6. Type of gas
- 7. Fireplaces
- 8. LP tank location

- 9. Riser diagram/shutoffs
- 10. Design flood elevation

Demolition:

- 1. Asbestos removal

Residential (one- and two-family):

- 1. Site requirements:

Set back/separation (assumed property lines)

Location of septic tanks

- 2. Fire-resistant construction (if required)

- 3. Fire

- 4. Smoke detector locations

- 5. Egress:

Egress window size and location stairs

construction requirements

- 6. Structural requirements shall include:

Wall section from foundation through roof, including assembly and materials

connector tables wind requirements

structural calculations (if required)

Flood hazard areas, flood zones, design

flood elevations, lowest floor elevations,

enclosures, equipment, and flood damage resistant

materials

- 7. Accessibility requirements:

Show/identify

Accessible bath

- 8. Impact resistant coverings or systems

Exemptions:

Plans examination by the building official shall not be required for the following work:

- 1. Replacing existing equipment such as mechanical units, water heaters, etc.

- 2. Reroofs

- 3. Minor electrical, plumbing and mechanical repairs

- 4. Annual maintenance permits

- 5. Prototype plans:

Except for local site adaptations, siding, foundations and/or modifications.

Except for structures that require waiver.

- 6. Manufactured buildings plan except for foundations and modifications of buildings on site.

[A] 107.4 Amended construction documents. Work shall be installed in accordance with the approved construction documents, and any changes made during construction that are not in compliance with the approved construction documents shall be resubmitted for approval as an amended set of construction documents.

[A] 107.5 Retention of construction documents. One set of approved construction documents shall be retained by the building official for a period of not less than 180 days from date of completion of the permitted work, or as required by state or local laws.

107.6 Affidavits. The building official may accept a sworn affidavit from a registered architect or engineer stating that the plans submitted conform to the technical codes. For buildings and structures, the affidavit shall state that the plans conform to the laws as to

egress, type of construction and general arrangement and, if accompanied by drawings, show the structural design and that the plans and design conform to the strains, loads and stability. The building official may without any examination or inspection accept such affidavit, provided the architect or engineer who made such affidavit agrees to submit to the building official copies of inspection reports as inspections are performed and upon completion of the structure, electrical, gas, mechanical or plumbing systems a certification that the structure, electrical, gas, mechanical or plumbing system has been erected in accordance with the requirements of the technical codes. Where the building official relies upon such affidavit, the architect or engineer shall assume full responsibility for compliance with all provisions of the technical codes and other pertinent laws or ordinances. The building official shall ensure that any person conducting plans review is qualified as a plans examiner under Part XII of Chapter 468, Florida Statutes, and that any person conducting inspections is qualified as a building inspector under Part XII of Chapter 468, Florida Statutes.

107.6.1 Building permits issued on the basis of an affidavit. Pursuant to the requirements of federal regulation for participation in the National Flood Insurance Program (44 C.F.R. Parts 59 and 60), the authority granted to the building official to issue permits, to rely on inspections, and to accept plans and construction documents on the basis of affidavits and plans submitted pursuant to Sections 105.14 and 107.6, shall not extend to the flood load and flood-resistance construction requirements of the Florida Building Code.

SECTION 108

TEMPORARY STRUCTURES AND USES

[A] 108.1 General. The building official is authorized to issue a permit for temporary structures and temporary uses. Such permits shall be limited as to time of service, but shall not be permitted for more than 180 days. The building official is authorized to grant extensions for demonstrated cause.

[A] 108.2 Conformance. Temporary structures and uses shall comply with the requirements in Section 3103.

[A] 108.3 Temporary power. The building official is authorized to give permission to temporarily supply and use power in part of an electric installation before such installation has been fully completed and the final certificate of completion has been issued. The part covered by the temporary certificate shall comply with the requirements specified for temporary lighting, heat or power in NFPA 70.

[A] 108.4 Termination of approval. The building official is authorized to terminate such permit for a temporary structure or use and to order the temporary structure or use to be discontinued.

SECTION 109

FEES

[A] 109.1 Payment of fees. A permit shall not be valid until the fees prescribed by law have been paid, nor shall an any, has been paid.

[A] 109.2 Schedule of permit fees. On buildings, structures, electrical, gas, mechanical, and plumbing systems or alterations requiring a permit, a fee for each permit shall be paid as required, in accordance with the schedule as established by the applicable governing authority.

[A] 109.3 Building permit valuations. The applicant for a permit shall provide an estimated permit value at time of application. Permit valuations shall include total value of work,

including materials and labor, for which the permit is being issued, such as electrical, gas, mechanical, plumbing equipment and permanent systems. If, in the opinion of the building official, the valuation is underestimated on the application, the permit shall be denied, unless the applicant can show detailed estimates to meet the approval of the building official. Final building permit valuation shall be set by the building official.

[A] 109.4 Work commencing before permit issuance. Any person who commences any work on a building, structure, electrical, gas, mechanical or plumbing system before obtaining the necessary permits shall be subject to a fee established by the building official that shall be in addition to the required permit fees.

[A] 109.5 Related fees. Reserved.

[A] 109.6 Refunds. Reserved.

SECTION 110 **INSPECTIONS**

[A] 110.1 General. Construction or work for which a permit is required shall be subject to inspection by the building official and such construction or work shall remain exposed and provided with access for inspection purposes until approved. Approval as a result of an inspection shall not be construed to be an approval of a violation of the provisions of this code or of other ordinances of the jurisdiction. Inspections presuming to give authority to violate or cancel the provisions of this code or of other ordinances of the jurisdiction shall not be valid. It shall be the duty of the owner or the owner's authorized agent to cause the work to remain exposed and provided with access for inspection purposes. Neither the building official nor the jurisdiction shall be liable for expense entailed in the removal or replacement of any material required to allow inspection.

[A] 110.2 Preliminary inspection. Before issuing a permit, the building official is authorized to examine or cause to be examined buildings, structures and sites for which an application has been filed.

[A] 110.3 Required inspections. The building official upon notification from the permit holder or his or her agent shall make the following inspections, and shall either release that portion of the construction or shall notify the permit holder or his or her agent of any violations which must be corrected in order to comply with the technical codes. The building official shall determine the timing and sequencing of when inspections occur and what elements are inspected at each inspection.

Building

1. Foundation inspection. To be made after trenches are excavated and forms erected and shall at a minimum include the following building components:

- Stem-wall
- Monolithic slab-on-grade
- Piling/pile caps
- Footers/grade beams

1.1. In flood hazard areas, upon placement of the lowest floor, including basement, and prior to further vertical construction, the elevation certification shall be submitted to the authority having jurisdiction.

2. Framing inspection. To be made after the roof, all framing, fire blocking and bracing is in place, all concealing wiring, all pipes, chimneys, ducts and vents are complete and shall at a minimum include the following building components:

- Window/door framing
- Vertical cells/columns
- Lintel/tie beams
- Framing/trusses/bracing/connectors
- Draft stopping/fire blocking
- Curtain wall framing
- Energy insulation
- Accessibility
- Verify rough opening dimensions are within tolerances.

3. Sheathing inspection. To be made either as part of a dry-in inspection or done separately at the request of the contractor after all roof and wall sheathing and fasteners are complete and shall at a minimum include the following building components:

- Roof sheathing
- Wall sheathing
- Sheathing fasteners
- Roof/wall dry-in

4. Exterior wall coverings. Shall at a minimum include the following building components in progress inspections:

- Exterior wall coverings and veneers
- Soffit coverings

5. Roofing inspection. Shall at a minimum include the following building components:

- Dry-in
- Insulation • Roof coverings
- Flashing

6. Final inspection. To be made after the building is completed and ready for occupancy.

6.1. In flood hazard areas, as part of the final inspection, a final certification of the lowest floor elevation shall be submitted to the authority having jurisdiction.

7. Swimming pool inspection. First inspection to be made after excavation and installation of reinforcing steel, bonding and main drain and prior to placing of concrete. Final inspection to be made when the swimming pool is complete and all required enclosure requirements are in place. In order to pass final inspection and receive a certificate of completion, a residential swimming pool must meet the requirements relating to pool safety features as described in Section 454.2.17 of this code.

8. Demolition inspections. First inspection to be made after all utility connections have been disconnected and secured in such manner that no unsafe or unsanitary conditions shall exist during or after demolition operations. Final inspection to be made after all demolition work is completed.

9. Manufactured building inspections. The building department shall inspect construction of foundations; connecting buildings to foundations; installation of parts identified on plans as site installed items, joining the modules, including utility crossovers; utility connections from the building to utility lines on site; and any other work done on site which requires compliance with the Florida Building Code. Additional inspections may be required for public educational facilities (see Section 453.27.20 of this code).

10. Where impact-resistant coverings or impact-resistant systems are installed, the building official shall schedule adequate inspections of impact resistant coverings or impact-resistant systems to determine the following: The system indicated on the plans was installed. The

system is installed in accordance with the manufacturer's installation instructions and the product approval.

Electrical

1. Underground inspection. To be made after trenches or ditches are excavated, conduit or cable installed, and before any backfill is put in place.
2. Rough-in inspection. To be made after the roof, framing, fire blocking and bracing is in place and prior to the installation of wall or ceiling membranes.
3. Final inspection. To be made after the building is complete, all required electrical fixtures are in place and properly connected or protected, and the structure is ready for occupancy.
4. Existing Swimming Pools. To be made after all repairs or alterations are complete, all required electrical equipment, GFCI protection, and equipotential bonding are in place on said alterations or repairs.

Plumbing

1. Underground inspection. To be made after trenches or ditches are excavated, piping installed, and before any backfill is put in place.
2. Rough-in inspection. To be made after the roof, framing, fire blocking and bracing is in place and all soil, waste and vent piping is complete, and prior to this installation of wall or ceiling membranes.
3. Final inspection. To be made after the building is complete, all plumbing fixtures are in place and properly connected, and the structure is ready for occupancy. Note: See Section 312 of the Florida Building Code, Plumbing for required tests.

Mechanical

1. Underground inspection. To be made after trenches or ditches are excavated, underground duct and fuel piping installed, and before any backfill is put in place.
2. Rough-in inspection. To be made after the roof, framing, fire blocking and bracing are in place and all ducting, and other concealed components are complete, and prior to the installation of wall or ceiling membranes.
3. Final inspection. To be made after the building is complete, the mechanical system is in place and properly connected, and the structure is ready for occupancy.

Gas

1. Rough piping inspection. To be made after all new piping authorized by the permit has been installed, and before any such piping has been covered or concealed or any fixtures or gas appliances have been connected.
2. Final piping inspection. To be made after all piping authorized by the permit has been installed and after all portions which are to be concealed by plastering or otherwise have been so concealed, and before any fixtures or gas appliances have been connected. This inspection shall include a pressure test.
3. Final inspection. To be made on all new gas work authorized by the permit and such portions of existing systems as may be affected by new work or any changes, to ensure compliance with all the requirements of this code and to assure that the installation and construction of the gas system is in accordance with reviewed plans.

[A] 110.3.1 Footing and foundation inspection.

Reserved.

[A] 110.3.2 Concrete slab and under-floor inspection.

Reserved.

[A] 110.3.3 Lowest floor elevation. Reserved.

[A] 110.3.4 Frame inspection. Reserved.

[A] 110.3.5 Lath, gypsum board and gypsum panel product inspection. Lath, gypsum board and gypsum panel product inspections shall be made after lathing, gypsum board and gypsum panel products, interior and exterior, are in place, but before any plastering is applied or gypsum board and gypsum panel product joints and fasteners are taped and finished.

Exception: Gypsum board and gypsum panel products that are not part of a fire-resistance-rated assembly or a shear assembly.

110.3.6 Weather-exposed balcony and walking surface waterproofing. Where balcony or other elevated walking surfaces are exposed to water from direct or blowing rain, snow or irrigation, and the structural framing is protected by an impervious moisture barrier, all elements of the impervious-moisture-barrier system shall not be concealed until inspected and approved.

[A] 110.3.7 Fire- and smoke-resistant penetrations. Protection of joints and penetrations in fire-resistance rated assemblies, smoke barriers and smoke partitions shall not be concealed from view until inspected and approved.

[A] 110.3.8 Energy efficiency inspections. Inspections shall be made to determine compliance with Chapter 13 and shall include, but not be limited to, inspections for: envelope insulation R- and U-values, fenestration U-value, duct system R-value, and HVAC and water-heating equipment efficiency.

[A] 110.3.9 Other inspections. In addition to the inspections specified in Sections 110.3 through 110.3.8, the building official is authorized to make or require other inspections of any construction work to ascertain compliance with the provisions of this code and other laws that are enforced by the department of building safety.

[A] 110.3.10 Special inspections. Reserved.

[A] 110.3.11 Final inspection. Reserved.

[A] 110.3.11.1 Flood hazard documentation. Reserved.

110.3.12 Termites. Building components and building surroundings required to be protected from termite damage in accordance with Section 1503.7, Section 2304.12.9 or Section 2304.12.4, specifically required to be inspected for termites in accordance with Section 2114, or required to have chemical soil treatment in accordance with Section 1816 shall not be covered or concealed until the release from the building official has been received.

110.3.13 Impact-resistant coverings or systems. Where impact-resistant coverings or systems are installed to meet requirements of this code, the building official shall schedule adequate inspections of impact-resistant coverings or systems to determine the following:

1. The system indicated on the plans was installed.
2. The system is installed in accordance with the manufacturer's installation instructions and the product approval.

[A] 110.4 Inspection agencies. Reserved.

[A] 110.5 Inspection requests. It shall be the duty of the holder of the building permit or their duly authorized agent to notify the building official when work is ready for inspection. It shall be the duty of the permit holder to provide access to and means for inspections of such work that are required by this code.

[A] 110.6 Approval required. Work shall not be done beyond the point indicated in each successive inspection without first obtaining the approval of the building official. The building official, upon notification, shall make the requested inspections and shall either indicate the portion of the construction that is satisfactory as completed, or notify the permit holder or his or her agent wherein the same fails to comply with this code. Any portions that do not comply shall be corrected and such portion shall not be covered or concealed until authorized by the building official.

110.7 Shoring. For threshold buildings, shoring and associated formwork or falsework shall be designed and inspected by a Florida licensed professional engineer prior to any required mandatory inspections by the threshold building inspector.

110.8 Threshold building.

110.8.1 During new construction or during repair or restoration projects in which the structural system or structural loading of a building is being modified, the enforcing agency shall require a special inspector to perform structural inspections on a threshold building pursuant to a structural inspection plan prepared by the engineer or architect of record. The structural inspection plan must be submitted to the enforcing agency prior to the issuance of a building permit for the construction of a threshold building. The purpose of the structural inspection plans is to provide specific inspection procedures and schedules so that the building can be adequately inspected for compliance with the permitted documents. The special inspector may not serve as a surrogate in carrying out the responsibilities of the building official, the architect, or the engineer of record. The contractor's contractual or statutory obligations are not relieved by any action of the special inspector.

110.8.2 The special inspector shall determine that a professional engineer who specializes in shoring design has inspected the shoring and reshoring for conformance with the shoring and reshoring plans submitted to the enforcing agency. A fee simple title owner of a building, which does not meet the minimum size, height, occupancy, occupancy classification, or number-of-stories criteria which would result in classification as a threshold building under s. 553.71(7), Florida Statutes may designate such building as a threshold building, subject to more than the minimum number of inspections required by the Florida Building Code.

110.8.3 The fee owner of a threshold building shall select and pay all costs of employing a special inspector, but the special inspector shall be responsible to the enforcement agency. The inspector shall be a person certified, licensed or registered under Chapter 471, Florida Statutes, as an engineer or under Chapter 481, Florida Statutes, as an architect.

110.8.4 Each enforcement agency shall require that, on every threshold building:

110.8.4.1 The special inspector, upon completion of the building and prior to the issuance of a certificate of occupancy, file a signed and sealed statement with the enforcement agency in substantially the following form: "To the best of my knowledge and belief, the above described construction of all structural loadbearing components complies with the permitted documents, and the shoring and reshoring conforms to the shoring and reshoring plans submitted to the enforcement agency."

110.8.4.2 Any proposal to install an alternate structural product or system to which building codes apply be submitted to the enforcement agency for review for compliance with the codes and made part of the enforcement agency's recorded set of permit documents.

110.8.4.3 All shoring and reshoring procedures, plans and details be submitted to the enforcement agency for recordkeeping. Each shoring and reshoring installation shall be supervised, inspected and certified to be in compliance with the shoring documents by the contractor.

110.8.4.4 All plans for the building which are required to be signed and sealed by the architect or engineer of record contain a statement that, to the best of the architect's or engineer's knowledge, the plans and specifications comply with the applicable minimum building codes and the applicable fire-safety standards as determined by the local authority in accordance with this section and Chapter 633, Florida Statutes.

110.8.5 No enforcing agency may issue a building permit for construction of any threshold building except to a licensed general contractor, as defined in Section 489.105(3)(a), Florida Statutes, or to a licensed building contractor, as defined in Section 489.105(3)(b), Florida

Statutes, within the scope of her or his license. The named contractor to whom the building permit is issued shall have the responsibility for supervision, direction, management and control of the construction activities on the project for which the building permit was issued.

110.8.6 The building department may allow a special inspector to conduct the minimum structural inspection of threshold buildings required by this code, Section 553.73, Florida Statutes, without duplicative inspection by the building department. The building official is responsible for ensuring that any person conducting inspections is qualified as a building inspector under Part XII of Chapter 468, Florida Statutes, or certified as a special inspector under Chapter 471 or 481, Florida Statutes. Inspections of threshold buildings required by Section 553.79(5), Florida Statutes, are in addition to the minimum inspections required by this code.

SECTION 111

CERTIFICATE OF OCCUPANCY

[A] 111.1 Use and occupancy. A building or structure shall not be used or occupied, and a change in the existing use or occupancy classification of a building or structure or portion thereof shall not be made, until the building official has issued a certificate of occupancy therefor as provided herein. Issuance of a certificate of occupancy shall not be construed as an approval of a violation of the provisions of this code or of other ordinances of the jurisdiction.

Exception: Certificates of occupancy are not required for work exempt from permits in accordance with Section 105.2.

[A] 111.2 Certificate issued. After the building official inspects the building or structure and does not find violations of the provisions of this code or other laws that are enforced by the department of building safety, the building official shall issue a certificate of occupancy that contains the following:

1. The building permit number.
2. The address of the structure.
3. The name and address of the owner or the owner's authorized agent.
4. A description of that portion of the structure for which the certificate is issued.
5. A statement that the described portion of the structure has been inspected for compliance with the requirements of this code for the occupancy and division of occupancy and the use for which the proposed occupancy is classified.
6. For buildings and structures in flood hazard areas, a statement that documentation of the as-built lowest floor elevation has been provided and is retained in the records of the authority having jurisdiction
7. The name of the building official.
8. The edition of the code under which the permit was issued.
9. The use and occupancy, in accordance with the provisions of Chapter 3.
10. The type of construction as defined in Chapter 6.
11. The design occupant load.
12. If an automatic sprinkler system is provided, whether the sprinkler system is required.
13. Any special stipulations and conditions of the building permit.

[A] 111.3 Temporary occupancy. The building official is authorized to issue a temporary certificate of occupancy before the completion of the entire work covered by the permit, provided that such portion or portions shall be occupied safely. The building official shall set a time period during which the temporary certificate of occupancy is valid.

[A] 111.4 Revocation. The building official is authorized to, in writing, suspend or revoke a certificate of occupancy or completion issued under the provisions of this code wherever the certificate is issued in error, or on the basis of incorrect information supplied, or where it is determined that the building or structure or portion thereof is in violation of any ordinance or regulation or any of the provisions of this code.

111.5 Certificate of completion. A certificate of completion is proof that a structure or system is complete and for certain types of permits is released for use and may be connected to a utility system. This certificate does not grant authority to occupy a building, such as shell building, prior to the issuance of a certificate of occupancy.

SECTION 112

SERVICE UTILITIES

[A] 112.1 Connection of service utilities. A person shall not make connections from a utility, source of energy, fuel or power to any building or system that is regulated by this code for which a permit is required, until released by the building official.

[A] 112.2 Temporary connection. The building official shall have the authority to authorize the temporary connection of the building or system to the utility, source of energy, fuel or power.

[A] 112.3 Authority to disconnect service utilities. The building official shall have the authority to authorize disconnection of utility service to the building, structure or system regulated by this code and the referenced codes and standards set forth in Section 101.4 in case of emergency where necessary to eliminate an immediate hazard to life or property or where such utility connection has been made without the approval required by Section 112.1 or 112.2. The Building Official shall have the authority to authorize disconnection of utility services to any building or structure being occupied prior to the certificate of occupancy or is in violation of a City ordinance. The building official shall notify the serving utility, and wherever possible the owner and occupant of the building, structure or service system of the decision to disconnect prior to taking such action. If not notified prior to disconnecting, the owner or occupant of the building, structure or service system shall be notified in writing, as soon as practical thereafter.

SECTION 113

BOARD OF APPEALS

RESERVED

SECTION 114

VIOLATIONS

RESERVED

SECTION 115

STOP WORK ORDER

[A] 115.1 Authority. Where the building official finds any work regulated by this code being performed in a manner either contrary to the provisions of this code or dangerous or unsafe, or in violation of local laws and ordinances, the building official is authorized to issue a stop work order.

[A] 115.2 Issuance. The stop work order shall be in writing and shall be given to the owner of the property involved, the owner's authorized agent or the person performing the work. Upon

issuance of a stop work order, the cited work shall immediately cease. The stop work order shall state the reason for the order and the conditions under which the cited work will be permitted to resume.

[A] 115.3 Unlawful continuance. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to penalties as prescribed by law.

SECTION 116

UNSAFE STRUCTURES AND EQUIPMENT

RESERVED

SECTION 117

VARIANCES IN FLOOD HAZARD AREAS

117.1 Flood hazard areas. Pursuant to Section 553.73(5), Florida Statutes, the variance procedures adopted in the local flood plain management ordinance shall apply to requests submitted to the building official for variances to the provisions of Section 1612.4 of the Florida Building Code, Building or, as applicable, the provisions of Section R322 of the Florida Building Code, Residential. This section shall not apply to Section 3109 of the Florida Building Code, Building.

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Ordinance 2020-30
Comprehensive Plan Amendment

ITEM TYPE: Ordinance (w/o fiscal impact)

REQUESTED ACTION: Consider Ordinance 2020-30 at First Reading.

SYNOPSIS: This Ordinance amends the City's 2030 Comprehensive Plan to address State of Florida mandated legislative requirements for "Peril of Flood," "Seasonal Population," and "Water Supply Facilities Work Plan" as determined by the 2019 Evaluation and Appraisal Review (EAR) report adopted by Resolution 2020-37.

Specifically, revisions are proposed to policies 1.02.04, 4.03.05, 4.03.12, 5.02.08, Objective 5.03, 5.03.12, 5.04.01, 5.04.05, adding new Objective 4.12 Water Supply Facilities Work Plan with supporting policies 4.12.01 through 4.12.05 and adding new policies 5.03.14 through 5.03.22. The City contracted with the Northeast Florida Regional Council to prepare draft amendments to meet minimum compliance with state statutes. At a Special Meeting on July 22, 2020, the Planning Advisory Board met to consider the proposed amendments. The board has issued a recommendation of approval. City Planning staff has also issued a recommendation of approval.

The City Commission must approve the proposed amendments for transmittal to State Land Planning Agency to conduct State Coordinated Review process.

Next Steps: Following the City Commission consideration of the proposed Ordinance, the document will be transmitted to applicable State, Regional, and local agencies as part of the State Coordinated review Process. The review time frame can take between four to six weeks. This item is anticipated to appear for Second Reading in late October 2020.

FISCAL IMPACT: None

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission approve proposed Ordinance 2020-30 at First Reading.

Dale L. Martin, City Manager 8/11/2020

Tammi E. Bach, City Attorney 8/11/2020



Date: July 23, 2020

Submitted By: Kelly Gibson, AICP, Planning Director

COMMISSION ACTION: Approve

ORDINANCE 2020-30

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, STATING ITS INTENT TO AMEND ORDINANCE 2003-36 IN ACCORDANCE WITH THE RECOMMENDATIONS CONTAINED IN THE ADOPTED EVALUATION AND APPRAISAL REPORT BY RESOLUTION 2020-37; AND APPROVING THE TRANSMITTAL OF SUCH PROPOSED AMENDMENTS TO THE STATE LAND PLANNING AGENCY FOR REVIEW IN ACCORDANCE WITH SECTION 163.3184(3), FLORIDA STATUTES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida Legislature intends that local planning be a continuous and ongoing process; and

WHEREAS, the City's adopted 2030 Comprehensive Plan directs changes to the Land Development Code for consistency with State Laws and current planning methods for growth and economic development; and

WHEREAS, pursuant to Resolution 2020-37, the City Commission of the City of Fernandina Beach adopted its Evaluation and Appraisal Report and stated its intention to amend its Comprehensive Plan in accordance with the recommendations contained therein; and

WHEREAS, the Planning Advisory Board (PAB), acting as the City's Local Planning Agency, considered the application at a Special Meeting on Wednesday, July 22, 2020, and unanimously recommended approval of the proposed amendments; and

WHEREAS, notice of public hearing on such amendments was published in the News Leader, a newspaper of general circulation in Fernandina Beach, Nassau County, Florida, on July 10, 2020.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH AS FOLLOWS:

SECTION 1. PURPOSE AND INTENT. The City Commission finds that the amendments, attached hereto as Exhibit "A."

SECTION 2. TRANSMITTAL OF PROPOSED AMENDMENTS. The City Commission hereby endorses the proposed Comprehensive Plan amendments for transmittal to the State Land Planning Agency for the purpose of a Coordinated State Review in accordance with Section 163.3191, Florida Statutes.

SECTION 3. SEVERABILITY. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any Court of competent jurisdiction, the holding shall in no way affect the validity of the remaining portions of this Ordinance.

SECTION 4. COMPLIANCE. The proposed plan amendments adopted by this Ordinance are not effective until a final order is issued by the State Land Planning Agency finding the amendments to be "in compliance" in accordance with Section 163.3184, Florida Statutes. If the Agency issues a final order finding the amendments not "in compliance," the amendments may nonetheless be made effective by adoption of a Resolution at a public hearing affirming the effective status of the amendments. No development orders or development permits dependent upon these

amendments may be issued, and no development dependent upon these amendments may be undertaken before the amendments become effective.

SECTION 5. This Ordinance shall become effective immediately upon enactment.

ENACTED this _____ day of _____, 2020.

CITY OF FERNANDINA BEACH

JOHN A. MILLER
Mayor - Commissioner

ATTEST:

APPROVED AS TO FORM AND LEGALITY:



CAROLINE BEST
City Clerk

TAMMI E. BACH
City Attorney

Date of First Reading Advertisement (LPA Hearing):	July 10, 2020
Date of Local Planning Agency (LPA) Hearing:	July 22, 2020
Date of First Reading and Public Hearing:	August 18, 2020
Date of transmittal proposed amendments to State Land Planning Agency:	August 21, 2020
Date of Compliance Report Received from State Land Planning Agency:	
Anticipated Date of Second Reading Advertisement:	October 7, 2020
Anticipated Date of Second Reading and Public Hearing:	October 20, 2020
Date of transmittal adopted amendments to State Land Planning Agency:	

ORDINANCE 2020-30
EXHIBIT “A”

2030 Comprehensive Plan, Coastal Management Element

‘Peril of Flood’ legislative updates depicting through strikethrough/underline the changes made for consistency with Section 163.3178(2)(f), Florida Statutes

Policy 5.02.08 (REVISED)

The City ~~shall~~ must coordinate with DEP in evaluating the location of the Coastal Construction Control Line (CCCL) and must require that any construction activities seaward of the CCCL established pursuant to Chapter 161.058 be consistent with statutory provisions.

Policy 5.04.01 (REVISED)

The City ~~shall~~ must designate Coastal High Hazard Areas (CHHA) on the Future Land Use Map (FLUM) series and ensure the criteria for mitigation found in a coastal high-hazard area is met, as defined in F.S. 163.3178(9). The CHHA is the area below the elevation of the Category 1 storm surge line as established by a Sea, Lake, and Overland Surges from Hurricanes (SLOSH) computerized storm surge model, ~~and as mapped in the Storm Tide Atlas 2011 as part of the Regional Evacuation Study.~~

Policy 5.04.05 (REVISED)

~~The City shall maintain a list of infrastructure facilities located in the CHHA which could be relocated, mitigated or replaced should state or federal funding become available for such activities. It is the City’s intent to relocate, replace, or mitigate impacts to listed infrastructure facilities as funds become available. The City must identify and assess all infrastructure located within the CHHA to determine its vulnerability. This vulnerability assessment will be based on data and analysis contained in the adopted Local Mitigation Strategy. Any decision to abandon or relocate infrastructure outside the CHHA following a natural disaster will be based on a benefit-cost analysis of vulnerable infrastructure consistent with the methodology provided for in the Local Mitigation Strategy.~~

REVISED OBJECTIVE: 5.03. FLOOD RESILLENCY, HAZARD MITIGATION, DISASTER PREPAREDNESS, AND POST-DISASTER REDEVELOPMENT

The City ~~shall~~ must protect the safety of residents and visitors through limitations on development within the Coastal High Hazard Area, preparation of a post-disaster plan, ~~and~~ through maintaining evacuation routes and standards for evacuation times and by implementing regulations which serve to reduce risks to human life and property from the effects of coastal flooding, erosion, storm surge, sea level rise, or damage to environmental systems and other natural hazards in the coastal and riverine areas through sound planning practices.

Policy 5.03.12 (REVISED)

Construction in floodplains ~~shall~~ must adhere to local development standards in keeping with the requirements of the National Flood Insurance Program (NFIP). The City ~~shall~~ must maintain and update as needed maps of existing development and densities within the floodplain, FEMA flood zones and repetitive loss maps, storm surge/Coastal High Hazard Area maps, and sea level rise impact maps – identifying current and potential future areas subject to inundation.

Policy 5.03.14

The City must document and maintain maps of extreme high tides (“king tides”), more frequent severe rainfall events, and newly revealed areas at risk of flooding to efficiently target mitigation efforts.

Policy 5.03.15

The City has adopted and must maintain a floodplain management ordinance that establishes requirements to safeguard the public health, safety, and general welfare, and minimizes public and private losses due to flooding through regulation of development in flood hazard areas.

Policy 5.03.16

The City must monitor the floodplain ordinance for consistency with the Florida Building Code and any needed updates, and must ensure that future modifications of flood-resistant construction requirements in the floodplain ordinance continue to be consistent with, or more stringent than, requirements of the Florida Building Code and applicable floodplain management regulations set forth in 44 C.F.R. part 60.

Policy 5.03.17

The City floodplain manager and/or Building Official or designee must review all permit applications and site development plans to determine whether proposed development sites will reasonably be safe from flooding. If a proposed development site is in a flood hazard area, all site development activities (including grading, filling, utility installation, and drainage modification), all new construction and substantial improvements must be designed and constructed with methods, practices and materials that minimize flood damage and that are in accordance with the City floodplain ordinance.

Policy 5.03.18

The City must continue to upgrade stormwater infrastructure through drainage improvements, installation of tidal backflow preventers, and seawall/bulkhead repair in addition to sustainable flood management actions such as installation of bioswales, recharge through drainage wells, use of pervious pavement, maintenance of natural preserve and open space areas, and protection of tidal beaches that will be adaptable to future climate events.

Policy 5.03.19

The City must consider purchasing properties in areas most vulnerable to destructive storm surge and flooding for recreational uses, conservation, and open space, based on availability of funding.

Policy 5.03.20

The City must ensure that adequate debris staging areas exist and that such staging areas are not in the CHHA, the floodplain, wetlands, other environmentally sensitive area, or area with known cultural or archaeological resources.

Policy 5.03.21

The City must continue participation in the National Flood Insurance Program Community Rating System to reduce flood losses, achieve flood insurance premium discounts for residents, and strive toward Higher Regulatory Standards in order to improve the City’s score with each recertification process.

Policy 5.03.22

The City must pursue, through partnerships, hydrologic and hydraulic studies for areas of the City without known base flood elevation information. This information can be used as the basis for updates to Federal Emergency Management Agency (FEMA) flood insurance studies (FIS), flood insurance rate maps (FIRM), and the City's floodplain management ordinance.

2030 Comprehensive Plan, Future Land Use Element

'Seasonal Population' legislative updates depicting through strikethrough/underline the changes made for consistency with Sections 163.3177(6)(a)(4) and 163.3177(6)(a)(8)

Future Land Use Policy 1.02.04.

Decisions on amendments to the FLUM shall be based on an analysis of the suitability and compatibility of the proposed use, based on the following factors:

- a. Type and density or intensity of surrounding uses;
- b. Zoning districts in the surrounding area;
- c. Demonstration of adequate water supply and water supply facilities;
- d. Appropriateness of the size of the parcel compared to the proposed use;
- e. Physical condition of the site, and the suitability of soils and topography for the proposed use;
- f. Suitability of the site based on the presence or absence of natural resources, environmentally sensitive lands, flood zones, or historic resources;
- g. Compatibility factors;
- h. Impact on adopted levels of service standards and quality of service standards;
- i. Location in a Coastal Upland Protection Zone (CUPZ);
- j. The community vision; and
- k. Allowing for the operation of real estate markets to provide adequate choices for permanent and seasonal residents and business. This analysis must analyze at least three aspects of seasonal population: hotel/motel occupants, short-term rentals, and occupancy of second homes. The City must track the best available data on the three aspects of seasonal population, if available. If the data is unavailable then the City will compile the data internally.

2030 Comprehensive Plan, Public Facilities Element

Referenced in the Water Supply Facilities Work Plan depicting through strikethrough/underline the changes made for Consistency with Section 163.3177(6)(c)3, Florida Statutes

Policy 4.03.12.

Voluntary water conservation measures as defined by the St. Johns River Water Management District shall be promoted and become mandatory during water shortage emergencies for all potable water users including domestic, public, institutional, industrial, commercial, and agricultural. The City shall cooperate with SJRWMD during declared water shortage emergencies by conserving water resources and assisting with enforcement of water shortage emergency declaration, orders, and plans (Rule 40C-21, F.A.C., SJRWMD water shortage plan).

OBJECTIVE 4.12.

The City shall maintain a Water Supply Facilities Work Plan as required by Florida Statutes.

Policy 4.12.01.

The City shall maintain a Water Supply Facilities Work Plan (Work Plan) that is coordinated with SJRWMD's North Florida Regional Water Supply Plan (NFRWSP). The Work Plan and

related comprehensive plan policies will be updated, as necessary, within 18 months of an update of the NFRWSP that affects the City.

Policy 4.12.02.

The City's Water Supply Facilities Work Plan (2020-2035) is incorporated into the comprehensive plan as Exhibit A of the Public Facilities Element.

Policy 4.12.03.

The Water Supply Facilities Work Plan shall identify the water conservation and reuse practices, along with the traditional and alternative water supply projects, necessary to meet existing and future water demands.

Policy 4.12.04.

The Water Supply Facilities Work Plan will incorporate and identify the projects contained in the North Florida Regional Water Supply Plan and selected by the City for implementation (if any).

Policy 4.12.05.

The City will participate in the development of updates to the St. Johns River Water Management District (SJRWMD) Regional Water Supply Plan and other water supply development-related initiatives facilitated by the SJRWMD that affect the City.

2030 Comprehensive Plan, Coastal Management Element

‘Peril of Flood’ Legislative Updates Background Data & Analysis

F.S. 163.3178(2)(f) specifies components that must be contained in the coastal management element required for a local government comprehensive plan. Each must contain a coastal redevelopment component that addresses how to eliminate inappropriate and unsafe development in the coastal areas when opportunities arise. The redevelopment component must (outlined in sections 1 – 6 below with reference to existing, revised, and new policies):

1. Include development and redevelopment principles, strategies, and engineering solutions that reduce the flood risk in coastal areas which results from high-tide events, storm surge, flash floods, stormwater runoff, and the related impacts of sea-level rise.

Existing Policies

Policy 1.07.03 – Requiring compliance with Florida Statute 163.3178(9)(a) prior to approving a density change in land use within the CHHA

Policy 5.03.04 – Providing a hurricane guide to citizens

Policy 5.03.05 – Developing a post-disaster redevelopment plan that provides the basis for executing specific activities during times of natural disaster

Policy 5.04.02 – Requiring proposed development in CHHA to be evaluated for impacts on traffic circulation, evacuation routes, and proximity to off-island shelter facilities

Policy 5.04.03 – Not allowing public expenditures for infrastructure improvements which subsidize increases in development in the CHHA

Policy 5.04.04 – Requiring that, prior to the development of public facilities in the CHHA, it shall be determined that no other feasible sites exist outside the area

Policy 5.04.06 – Meeting standards for construction within coastal high hazard area and flood proofing

Policy 5.04.07 – Prohibiting amendments to the FLUM which result in a net increase in residential density in the CHHA

Policy 5.04.08 – Directing population concentrations, including nonresidential development, away from the CHHA

Policy 5.04.09 – Prohibiting the location of new assisted living facilities, nursing homes, hospitals, or other similar facilities within the CHHA

Policy 5.04.10 – Recognizing sea-level rise as a potential coastal hazard; working with partners and relevant entities to develop strategies for responding to sea-level rise

Revised Policies

Policy 5.04.01 – Designating CHHA on FLUM and ensuring criteria for mitigation found in CHHA is met

New Policies

Policy 5.03.14 – Documenting and maintaining maps of extreme high tides, more frequent severe rainfall events, and newly revealed areas at risk of flooding

Policy 5.03.15 – Maintaining an adopted floodplain management ordinance

Policy 5.03.17 – Reviewing all permit applications and site development plans to determine whether proposed development sites will be reasonably safe from flooding

Policy 5.03.18 – Continuing to upgrade stormwater infrastructure through drainage improvements, installation of tidal backflow preventers, and other site specific techniques

Policy 5.03.20 – Ensuring that adequate debris staging areas exist and that such staging areas are not in the CHHA

2. Encourage the use of best practices development and redevelopment principles, strategies, and engineering solutions that will result in the removal of coastal real property from flood zone designations established by the Federal Emergency Management Agency.

Existing Policies

Policy 5.03.05 – Developing a post-disaster redevelopment plan that provides the basis for executing specific activities during times of natural disaster. The PDRP should provide a basis for executing the following activities during times of natural disaster:

Policy 5.03.05 (d) – Analyzing and recommending hazard mitigation options, including reconstruction or relocation of damaged public facilities.

Policy 5.03.05 (e) – Developing a redevelopment plan including limitations on redevelopment in areas which have experienced destruction or severe damage from storm surge, waves, erosion, or other manifestations of storm-driven waters

Policy 5.03.05 (f) – Discouraging the rebuilding and redevelopment of facilities which encourage growth in hazardous areas

Policy 5.03.05 (m) – Considering development credits or transfer of development rights for use as incentives to reduce rebuilding damaged structures in the CHHA

Policy 5.04.08 – Directing population concentrations, including nonresidential development, away from the CHHA

Revised Policies

Policy 5.04.05 – Identifying and assessing all infrastructure located within the CHHA to determine its vulnerability so that decisions on abandonment or relocation outside the CHHA are better informed

New Policies

Policy 5.03.19 – Purchasing properties in areas most vulnerable to destructive storm surge and flooding for recreational uses and open spaces

3. Identify site development techniques and best practices that may reduce losses due to flooding and claims made under flood insurance policies issued in this state.

Existing Policies

Policy 5.04.06 – Requiring permanent building construction to meet the standards of the National Flood Insurance Program and local floodplain protection regulations

Policy 5.03.05 (n) – Recommending techniques and methods that lower densities along the oceanfront, as part of PDRP

Policy 5.05.09 – Protecting recreational and commercial working water fronts, helping to prevent losses from disasters

New Policies

Policy 5.03.22 – Pursuing hydrologic and hydraulic studies for areas of the City without known base flood elevation information

4. Be consistent with, or more stringent than, the flood-resistant construction requirements in the Florida Building Code and applicable flood plain management regulations set forth in 44 C.F.R. part 60.

Revised Policies

Policy 5.03.12 – Ensuring that construction in floodplains must adhere to local development standards in keeping with the requirements of the NFIP

New Policies

Policy 5.03.16 – Monitoring the local floodplain ordinance for consistency with the Florida Building Code and any needed updates; and ensuring that future modifications of flood-resistant construction requirements continue to be consistent, or more stringent than, requirements of the Florida Building Code

5. Require that any construction activities seaward of the coastal construction control lines established pursuant to s. 161.053 be consistent with chapter 161.

Existing Policies

Policy 5.02.09 (a) – Avoiding adverse impacts on the contours and topography 1,000 feet landward of the CCCL

Policy 5.02.09 (b) – Avoiding adverse impacts on the contours and topography for properties eastward of the CCCL

Policy 5.02.12 – Requesting that DEP promptly notify the City of all applications within the City seeking variances or other relief from the CCCL

Revised Policies

Policy 5.02.08 – Coordinating with DEP in evaluating the location of CCCL and require any construction activities seaward of the CCCL be consistent with statutory provisions

6. Encourage local governments to participate in the National Flood Insurance Program Community Rating System administered by the Federal Emergency Management Agency to achieve flood insurance premium discounts for their residents.

Revised Policies

Policy 5.03.12 – NFIP construction standards and mapping of existing development and densities. Ensuring that construction in floodplains must adhere to local development standards in keeping with the requirements of the NFIP

New Policies

Policy 5.03.21 – Continuing to participate in the National Flood Insurance Program (NFIP) Community Rating System (CRS)

Other Existing Generalized Floodplain References

Policy 5.03.12 – NFIP construction standards and mapping of existing development

Policy 5.03.13 – Storage of hazardous materials

Policy 5.04.06 – meeting standards for construction within CHHA area

Policy 5.07.20 – requirements of LDRs

Policy 5.14.08 – Special requirements for development activities within floodplain

Policy 1.02.05 – LDC requirements

Policy 1.02.04 – Decisions on FLUM

Policy 1.03.01 – resource protection, LDRs to address development in floodplain

Objective 4.05 – Stormwater Management, **Policies 4.05.04, 4.05.07, 4.05.12, 4.05.15**

Policy 6.06.01 – city-owned floodplains and conservation lands

Policy 7.03.02 – compatible regulations with Nassau County and SJRWMD

Policy 7.04.10 – Work to establish a single regulatory framework

Policy 10.03.08 – Future School siting outside of flood prone areas

Objective 11.05 – Post-disaster strategies in Historic District

2030 Comprehensive Plan, Future Land Use Element

‘Seasonal Population’ Legislative Updates Background Data & Analysis

\

Relevant Excerpts from the 2019 FERNANDINA BEACH EVALUATION AND APPRAISAL REVIEW (EAR)

Excerpt from Part 1, Section 3

The following amendments will be made to address statutory charges:

- Chapters 2011-139 and 2012-99, amending Sections 163.3177(6)(a)(4) and 163.3177(6)(a)(8), Florida Statutes, required and optional elements of the comprehensive plan; studies and surveys. The required updates relate to providing a balance of uses while allowing for the operation of real estate markets to provide adequate choices for permanent and seasonal residents and businesses and accommodating the minimum amount of land needed to achieve these goals, and the analysis required to support changes to the future land use map.

The April 23, 2019 public workshop considered a draft of text addressing this issue. The text below has distributed as it has been used successfully to satisfy State requirements on this issue, and there was significant consensus on the additional, underlined text.

Objective: The amount of land designated for future land uses in the City shall, consistent with community vision, allow for the operation of real estate markets to provide adequate choices for permanent and seasonal residents and business.

Policy: Future Land Use Map amendments shall include the following analyses:

- a. An analysis of the availability of facilities and services. This shall include data and analysis regarding the capacity of the future land use to accommodate the proposed amendment, and data and analysis addressing at least three aspects of seasonal population: hotel/motel occupants, short-term rentals, and occupancy of second homes.
- b. An analysis of the sustainability of the plan amendment for its proposed use considering the character of undeveloped land, soils, topography, natural resources, and historic resources on site.
- c. An analysis of the minimum amount of land needed to achieve the goals and requirements of the Objective above.

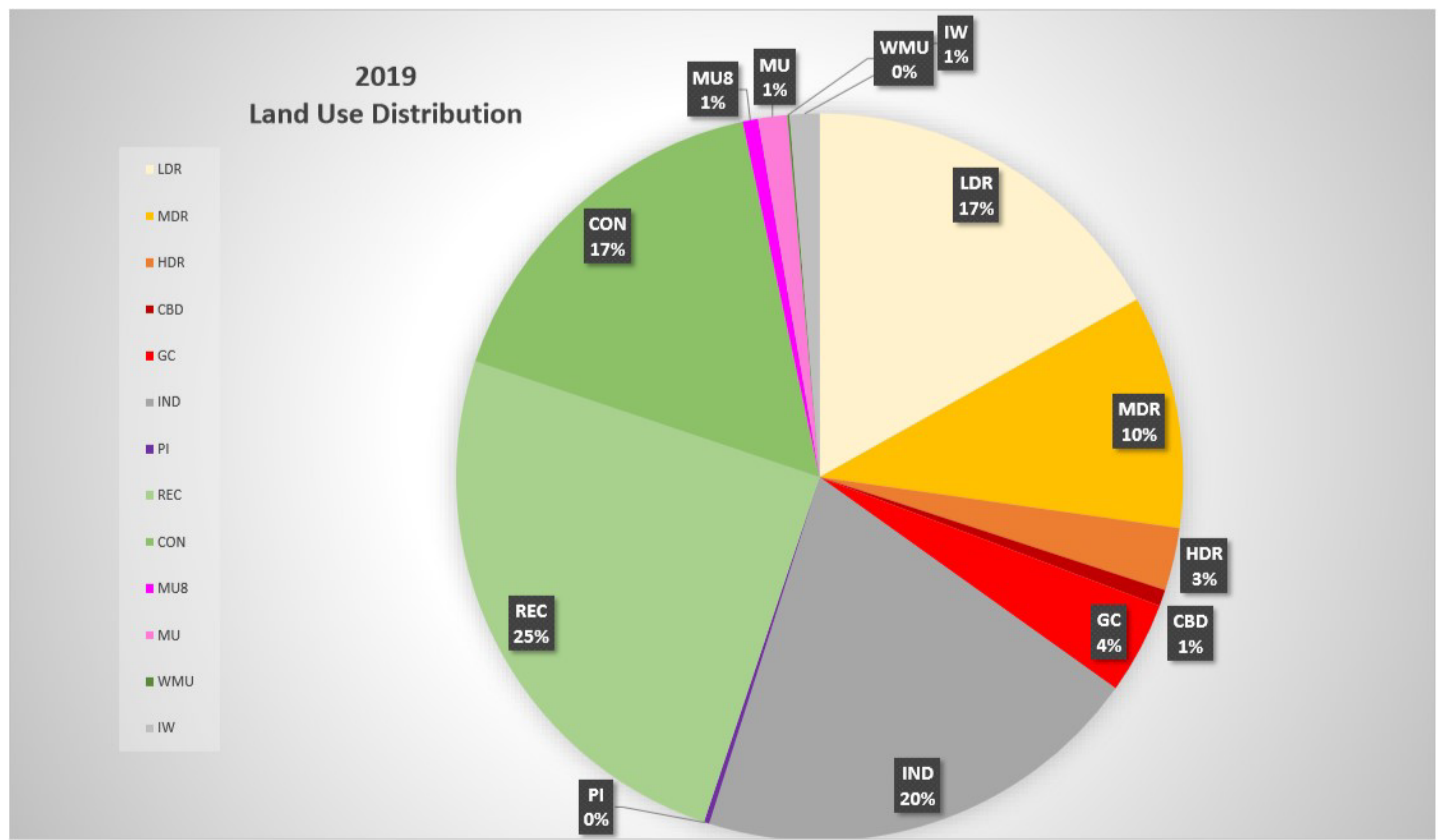
Excerpt from Part 2, Section 3

3) Future Land Use Map Distribution

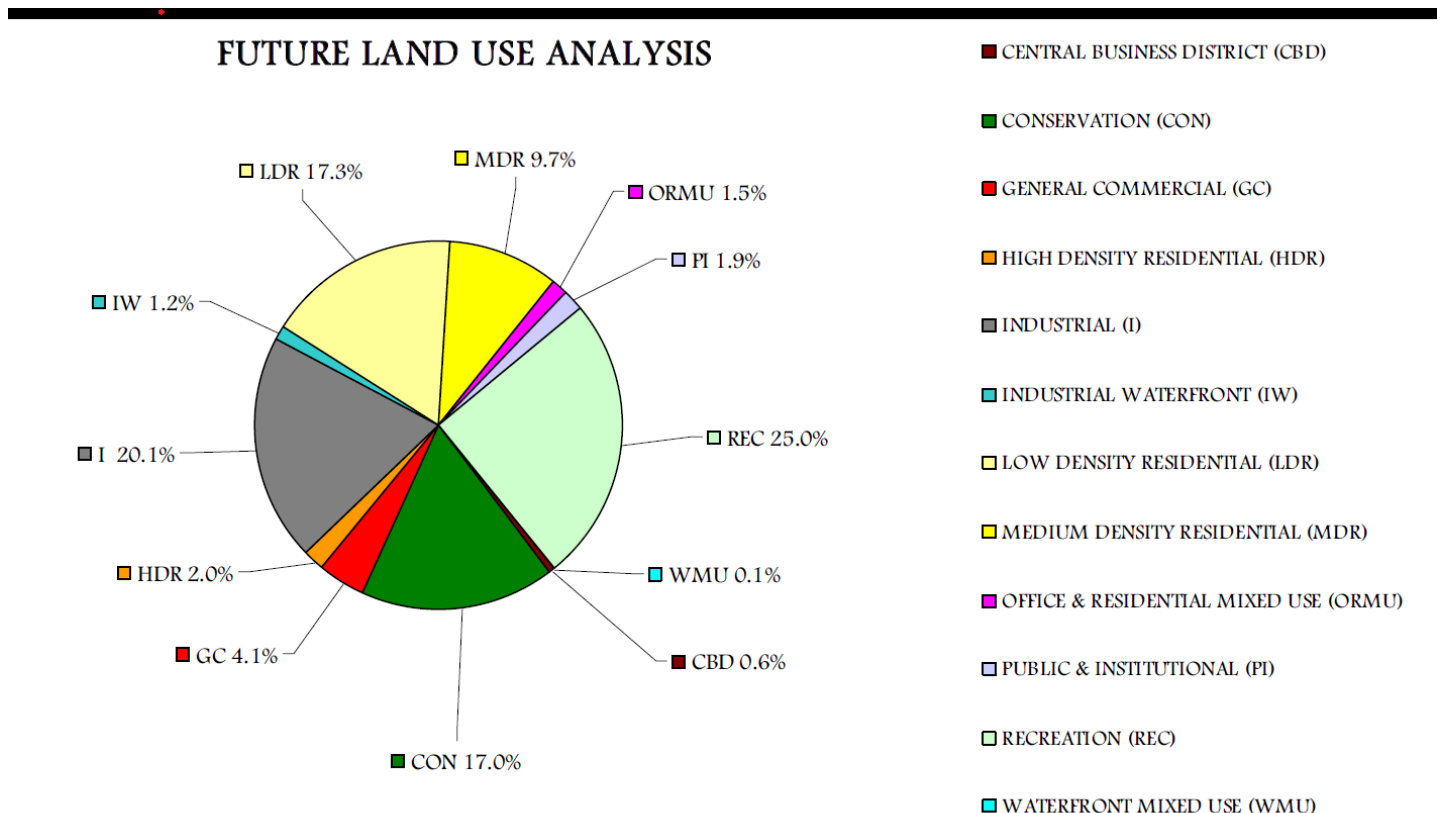
The City is comprised of four primary land use categories: Conservation/ Parks & Open Space, Residential, Commercial and Industrial as depicted on the Future Land Use Map (FLUM). Almost half (42%) of the City is held in conservation or recreational land use. The City’s available residential land makes up another 29%. Just over 21% of the City is held as industrial land and about 4% of the City is commercial. The remaining land use designations are mixed use districts comprised of both commercial and residential uses (CBD, ORMU, and WMU) and public/ institutional lands (PI); combined, these categories hold the remaining 4% of the City’s available land uses.

A comparison of the Future Land Use Map categories in 2009 and 2019 reveals that very little change has occurred to the overall land use composition the City. Some land use categories have marginally changed. The marked increase within the High-Density Residential land use category is attributed to a large-scale annexation within this district. The Central Business District witnessed an increase due to the previously anticipation conversion of lands for properties within the established Community Redevelopment Area (CRA). Nominal change occurred as part of the 8th Street effort which modified General Commercial and Medium Density Residential lands to a new 8th Street Mixed Use designation.

2019 Future Land Use Distribution



2009 Future Land Use Distribution



Residential land uses in Fernandina Beach vary from low densities of four units per acre to high density allowing up to a maximum of ten units per acre. Higher densities are found primarily along the North/South Fletcher Avenue (A1A) beach area and the City's historic "Old Town" area, where the City maintains the original 1811 Spanish plat. The City permits residential, office and retail mixed uses in its Central Business District (CBD) at 34 dwelling units per acre, Office & Residential Mixed Use (ORMU) at eight dwelling units per acre, and Waterfront Mixed Use (WMU) at two dwelling

units per acre future land use categories. Commercial uses within the City are clustered around the dominant commercial “corridors,” located along the major roadways of A1A/S.R.200/ 8th Street, 14th Street and Sadler Road. Only a few commercial land use designations are found along the Fletcher Avenue/ A1A corridor.

Industrial (I) and Industrial Waterfront (IW) land use categories surround the City’s National Register designated historic downtown Central Business District area. West Rock and Rayonier pulp/paper mill factories are located on the north and south ends of downtown. Front Street historically held industrial waterfront related uses such as shrimp docks, processing plants and marinas. Today, the Front Street area is within the City’s Community Redevelopment Area (CRA) and most of the remaining privately-owned small IW properties are eligible to apply for a Waterfront Mixed Use land use designation that provides the opportunity to have both commercial/waterfront industrial and low-density residential uses. The area surrounding the City’s Airport is the other area allocated for industrial land uses.

It is anticipated that Low and Medium Density land use categories will witness the greatest amount of infill development. This equates to just over 700 new single-family residential structure within the 2045 planning horizon.

Table II-4 describes all Future Land Use Map categories containing residential density. Under the existing Future Land Use Map an estimated buildout on existing lots will bring approximately 1990 people to add to the City’s population on a total of 913 new residential structures.

<u>Table II-4.</u> <u>Vacant</u> <u>Residential</u> <u>Lands FLUM</u>	<u>Vacant Land</u> <u>(acres)</u>	<u>Density</u> <u>(dwelling</u> <u>units/acre)</u>	<u>Potential</u> <u>Residential</u> <u>Dwelling Units</u>	<u>Average</u> <u>Household</u> <u>size (2.18)</u>
<u>CBD</u>	<u>0.87</u>	<u>34</u>	<u>30</u>	<u>64</u>
<u>MU</u>	<u>3.97</u>	<u>8</u>	<u>32</u>	<u>69</u>
<u>MU8</u>	<u>0.72</u>	<u>18</u>	<u>13</u>	<u>28</u>
<u>LDR</u>	<u>54.26</u>	<u>4</u>	<u>217</u>	<u>473</u>
<u>MDR</u>	<u>62.37</u>	<u>8</u>	<u>499</u>	<u>1088</u>
<u>HDR</u>	<u>12.24</u>	<u>10</u>	<u>122</u>	<u>267</u>
<u>WI</u>	<u>0</u>	<u>2</u>	<u>0</u>	<u>0</u>
<u>TOTAL</u>	<u>134.43</u>	<u>84</u>	<u>913</u>	<u>1990</u>

SOURCE: Fernandina Beach Future Land Use Map, US Census Bureau (Avg. Household Size)

2030 Comprehensive Plan, Public Facilities Element

Addressing the Designation of Nassau County as a Water Resource Caution Area

Background Data & Analysis

According to Chapter 163.3177(6)(c) of the Florida Statutes, local governments subject to a Regional Water Supply Plan (RWSP) are required to amend their comprehensive plan to adopt a Water Supply Facilities Work Plan within 18 months of RWSP approval. The Northeast Florida Regional Water Supply Plan, approved in January 2017, designated the planning area as a Water Resource Caution Area. The City is required to update its Comprehensive Plan to address this requirement. A new objective 4.12 has been added with related policies to address this issue, and the Water Supply Facilities Work Plan is proposed to be added to the Public Facilities Element as an Appendix. It is proposed to be added in its entirety and as such, is not presented in underline/strikethrough format.

City of Fernandina Beach Water Supply Facilities Work Plan

Public Facilities Element

Exhibit A

(2020 - 2035)

Prepared by:
Northeast Florida Regional Council
2020

Section 1: Introduction

The purpose of the Fernandina Beach (the City) Water Supply Facilities Work Plan (Work Plan) is to identify and plan for the water supply sources and facilities needed to serve existing and new development within the City's jurisdiction. The Work Plan planning period of 2020-2035 was determined after reviewing the 2035 expiration for the North Florida Regional Water Supply Plan (NFRWSP). At a minimum, it will be necessary to update this document prior to the end of the planning period.

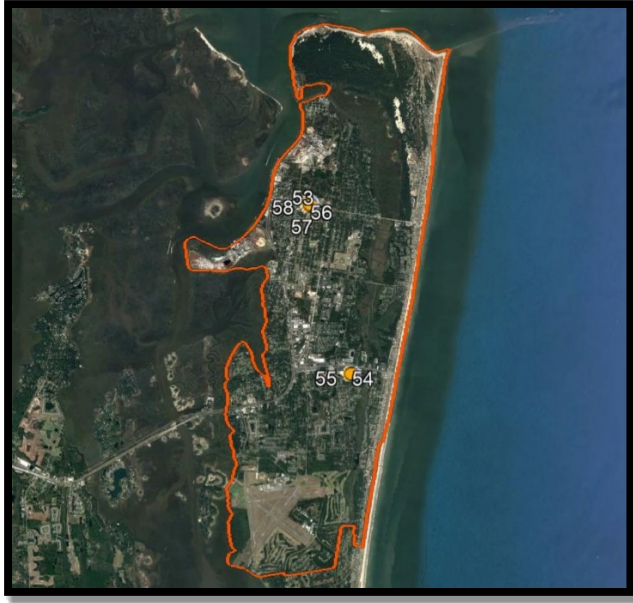
In addition, in accordance with Section 163.3177(6)(c), and Section 163.3177(4)(a), F.S., the City must ensure coordination of its comprehensive plan with the plans of the St. Johns River Water Management District (SJRWMD). Therefore, if SJRWMD updates its NFRWSP and affects the City, it will be necessary to update the Work Plan during the planning period. Public Facilities Element Policy 4.12.01 and related policies contains enabling language to ensure coordination with SJRWMD's plans.

Section 2: Potable Water Supplier(s) and Service Agreement(s)

2.1 Potable and Nonpotable Water Supplier(s) Information

Figure 1 contains a map of the City's potable water service area, with well station locations identified. Within the City's municipal limits, there are six active stations (#53, #54, #55, #56, #57, and #58) permitted for public supply use. The City of Fernandina Beach supplies its own potable water and does not have any agreements with outside water suppliers.

Figure 1: City of Fernandina Beach Water Supply Service Area (Boundaries Depicted in Orange)



2.2 Water Supply Agreements

Nassau County

The City provides potable water and sanitary sewer services to a portion of unincorporated areas within Nassau County. However, the City does not currently have a written agreement with Nassau County regarding these services. The City plans on exploring options for establishing an agreement with Nassau County regarding its provision of utility services.

2.3 Voluntary Annexation Agreements

City of Fernandina Beach and Property Owners Pursuant to 82-44 and 82-403 of the Municipal Code the City extends potable water and sanitary sewer services to properties in unincorporated areas of Nassau County following the execution of a voluntary annexation agreement. As of July 2020, the City has documented 52 agreements which were entered into between the years of 2001-2020. Of this total, four agreements contain properties which are currently contiguous to the City's jurisdictional boundary and will become incorporated by the end of the calendar year. These properties total approximately 40 acres of land. The remaining properties continue to receive City services and pay a 25% surcharge on monthly bills until they become continuous and are eligible for annexation.

Section 3: Potable Water Sources, Demand, Supply, and Facilities

3.1 Water Sources

The City's current Consumptive Use Permit (CUP #122) expires in 2021. The CUP authorizes the use of 2,400.45 million gallons per year of groundwater from the Floridan aquifer to serve an estimated population of 29,601 with potable water for household, commercial/industry, water utility, essential uses and unaccounted for water losses in 2020.

3.2 Potable Water Demand, Supply, and Facility Capacity

Table 2 contains projected population and water demand for the City's potable water service area. The table shows the City's CUP allocation and WTP facility data.

Table 2. City of Fernandina Beach Water Supply Service Area Projections

	2020	2025	2030	2035
Population ¹	21,412	23,315	25,142	25,910
Demand ²	3.75	4.08	4.40	4.53
CUP Allocation (mgd) ³	6.14	6.58	6.58	6.58

¹ North Florida Regional Water Supply Plan (2015-2035), Appendix B.

² Ibid.

³ City's CUP expires in 2021. Therefore, table utilized the CUP allocation for the last year of the CUP [2021] for 2025, 2030, and 2035.

WTP Capacity (mgd) ⁴	18.2	18.2	18.2	18.2
---------------------------------	------	------	------	------

Table 2 demonstrates that the City has adequate potable water supply and facility capacity to accommodate the existing population and projected growth within its service area throughout the planning period.

Section 4: Non-potable Water Suppliers, Sources, Services, and Facilities

4.1 Non-Potable Water Services

The City of Fernandina Beach owns and operates a 3.5 MGD wastewater treatment plant. One hundred percent of the discharge of wastewater from the WWTP is sent into the Amelia River. In 2020, the average daily flow is 1.71 MGD. The wastewater facility is located at 1007 S. 5th Street in Fernandina Beach, Florida. Recognizing that this discharge is a potential source of nonpotable water, the City has future intentions to study this issue. Policy 4.03.05 addresses the timing and development of a reclaimed water program.

Section 5: Water Supply and Facility Concurrency

5.1 Potable Water Level of Service

The City is ultimately responsible for authorizing development within its municipal limits. All future development and redevelopment in the City shall be compatible with the adopted LOS standards. Policy 4.01.01 contains enabling language that establishes the City's potable water facilities level of service.

5.2 Water Supply and Facility Concurrency

The current legislative requirements for concurrency [i.e., Section 163.3180(2)(a), F.S.] require that the City's comprehensive plan and land development regulations to ensure that adequate water supplies and facilities are available to serve new development no later than the date on which the City anticipates issuing a certificate of occupancy. In addition, the City must, prior to the approval of a building permit, determine whether adequate water supplies will be available to serve the development by the anticipated issuance date of the certificate of occupancy. Policy 4.03.02 contains language that addresses water supply concurrency statute provisions.

Section 6: Water Supply and Facility Capacity Projects – Alternative and Traditional; Potable and Nonpotable

⁴ City of Fernandina Beach Utilities Department.

6.1 Fernandina Beach Water Supply Projects

Fernandina Beach does not currently have any projects listed in the NFRWSP.

Section 7: Water Conservation Practices

The City currently implements water conservation practices, including some that are enabled by comprehensive plan policies.

7.1 Water Source Protection Practices

Water conservation is important to reduce potable water demand. The City's water conservation practices include the following:

- Provide a safe and adequate supply of potable water to meet demands of residents (Policy 4.03.01) (Public Facilities)
- Establish water conservation programs and methods (Policy 4.03.06) (Public Facilities)
- Include standards in City's land development regulations that will assist in achieving a reduction in the current rates of water consumption (Policy 4.03.08) (Public Facilities)
- Promote Voluntary Water Conservation measures and enforce mandate of measures during water shortage emergencies (Policy 4.03.2) (Public Facilities)
- Implement water conservation practices as detailed in the City's CUP (Policy 4.03.15) (Public Facilities)

Section 8: Nonpotable Water (reuse) Practices

The City currently implements reuse practices, including some that are enabled by comprehensive plan policies.

8.1 Reuse Practices

Utilization of reuse water is important to reduce potable water demand. The City's reuse practices include the following:

- Encourage pulp mill industries and City facilities in the reuse of reclaimed wastewater (Policy 4.03.07) (Public Facilities)
- Evaluate the feasibility of a reclaimed water program for uses, such as irrigation, that do not require potable water (Policy 4.03.05) (Public Facilities)
- Include standard in City's land development regulations allowing for installation of irrigation systems designed to accept non potable water and connection to a nonpotable

water distribution system, when feasible, and available (Policy 4.03.08) (Public Facilities)

- Retrofit existing public irrigation systems to utilize reclaimed water or other non-potable water sources as soon as it becomes available (Policy 4.03.11) (Public Facilities)



**MINUTES
PLANNING ADVISORY BOARD
SPECIAL MEETING (VIRTUAL)
JULY 22, 2020
5:00 PM**

The Special Planning Advisory Board Meeting was held as a VIRTUAL MEETING with board members and City staff participating through video conferencing. This virtual meeting was broadcasted live for members of the public to view on the City of Fernandina Beach website (www.fbfl.us) and Channel 264 (Comcast only).

1. CALL TO ORDER 5:00

ROLL CALL / DETERMINATION OF QUORUM

MEMBERS PRESENT VIRTUALLY

*Genece Minshew (Chair) (Physical Presence)
Jenny Schaffer (Vice-Chair) (Virtual Presence)
Victoria Robas (Virtual Presence)
Barbara Gingher (Virtual Presence)*

*Mark Bennett (Virtual Presence)
Peter Stevenson (Physically Presence)
John Boylan (Virtual Presence)*

MEMBERS ABSENT:

OTHERS PRESENT PHYSICALLY

*Tammi Bach, Board Attorney (Physical Presence)
Kelly Gibson, Planning Director (Physical Presence)
Sylvie McCann, Recording Secretary (Physical Presence)*

Chair Minshew welcomed member Gingher and Member Boylan as new voting members. She clarified the terms of each member with member Gingher's term ending on December 31, 2021 and member Boylan's term ending December 31, 2022.

2. PLEDGE OF ALLEGIANCE

3. NEW BUSINESS

3.1 Evaluation and Appraisal Report (EAR) Amendments for Legislative Compliance:

The Northeast Florida Regional Council will present required amendments addressing State of Florida mandated legislative requirements for "Peril of Flood," "Seasonal Population," and "Water Supply Facilities Work Plan" as determined by the 2019 Evaluation and Appraisal Review (EAR) report.

Specifically, revisions are proposed to policies 1.02.04, 4.03.05, 4.03.12, 5.02.08, Objective 5.03, 5.03.12, 5.04.01, 5.04.05, adding new Objective 4.12 Water Supply Facilities Work Plan with supporting policies 4.12.01 through 4.12.05 and adding new policies 5.03.14 through 5.03.22.

Amendments are available for review as part of this agenda item and on the City's Website at www.fbfl.us/EAR.

Chair Minshew thanked the Tree Conservation staff for a great analysis.

Ms. Gibson provided a brief recap of the EAR discussion which took place at the July 8th, 2020 Regular PAB Meeting.

Board members reviewed the proposed amendments to the 2030 Comprehensive Plan, Coastal Management Elements, “Peril of Flood” - Policy 5.02.08, Policy 5.04.01, and Policy 5.04.05 and suggested some changes. All members agreed to the proposed and suggested changes.

They also reviewed the proposed amendments to Objective 5.03 “Flood Resiliency” with Policies 5.03.12, 5.03.14, 5.03.15, 5.03.16, 5.03.17, 5.03.18, 5.03.19, 5.03.20, 5.03.21 and Policy 5.03.22. Member also suggested some changes with Sean Lahav, virtually present, providing some clarification. All members agreed to the proposed and suggested changes.

Board member then moved on to the Seasonal Population 2020 text amendment, Future Land Use Policy 1.02.04 and discussed map discrepancy, water availability and data of occupancy for second home and rentals. All members agreed to the proposed and suggested changes.

Board members reviewed amendments to the Water Supply Work Plan 2020 and discussed and agreed to some proposed and suggested changes in Exhibit B.

Public Hearing was opened.

Margaret Kirkland, from the Tree Conservancy, mentioned that these changes were good suggestions and is looking forward to discussing these topics further.

Public Hearing was closed

ACTION TAKEN:

A motion was made by Member Stevenson, seconded by Member Bennett to approve all suggested changes mentioned. Motion was approved by all member by voice vote, being all ayes, carried.

4. BOARD BUSINESS

Chair Minshew commented that she contacted the chair of the HDC regarding LDC language about TV and solar panels. She mentioned that Mr. Spino, Chair of the HDC, will be at the August 12, 2020 PAB meeting to discuss further.

Chair Minshew then spoke about the next step in the EAR process. She mentioned that next Thursday there is a meeting to review the Request For Proposals consultant applications submitted. She also spoke of Mr. Martin’s speaking of the creation of a Planner/Project Manager position, this during the July 21, 2020 City Commission meeting. Chair Minshew also mentioned that she would arrange a meeting with Mr. Martin to discuss this further. Member Robas asked if this position was a full-time position. Commissioner Lednovich, physically present, commented that this position is temporary.

5. STAFF REPORT

6. PUBLIC COMMENT

7. ADJOURNMENT 5:56

Ron DeSantis
GOVERNOR



Ken Lawson
EXECUTIVE DIRECTOR

September 3, 2019

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

RE: Fernandina Beach Evaluation and Appraisal Notification Letter

Dear Ms. Gibson:

This is to acknowledge receipt of your Evaluation and Appraisal Notification Letter which was due on September 1, 2019, and received by the Department on August 30, 2019.

Please note that your proposed comprehensive plan amendments based on your Evaluation and Appraisal should be transmitted to the Department by **August 30, 2020**, within one year of your notification, pursuant to Section 163.3191(2), Florida Statutes. The amendments are subject to the State Coordinated Review Process as outlined in Section 163.3184(4), Florida Statutes.

Ms. Sherry Spires of the Department's staff is available to assist and provide technical guidance to your questions concerning the contents of the Evaluation and Appraisal based comprehensive plan amendments and may be reached at (850) 717-8499.

If you have any questions concerning the processing of the Evaluation and Appraisal based amendments, please contact Mr. Ray Eubanks, Plan Processing Administrator, at (850) 717-8483.

Sincerely,

D. Ray Eubanks
Plan Processing Administrator

DRE/me

Florida Department of Economic Opportunity | Caldwell Building | 107 E. Madison Street | Tallahassee, FL 32399
850.245.7105 | www.FloridaJobs.org
www.twitter.com/FLDEO | www.facebook.com/FLDEO

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.



CITY OF FERNANDINA BEACH

Department of Planning & Conservation

Kelly Gibson, AICP

Planning Director

August 27, 2019

Mr. James Stansbury
Division of Community Development
Florida Department of Economic Opportunity
Office of Community Planning
107 Madison Street
Tallahassee, Florida 32399

Attention: Ray Eubanks, Plan Processing Administrator

RECEIVED
Div. of Community Planning and Growth
AUG 30 2019

Div. of Community Planning and Growth
Dept. Economic Opportunity

Re: City of Fernandina Beach Evaluation and Appraisal Notification Determination

Dear Mr. Stansbury:

Pursuant to Florida Statutes Section 163.3191, at least once every seven years local governments must evaluate their comprehensive plans to determine if changes are necessary to reflect changes to state requirements in Chapter 163, Part II of the Florida Statutes since the last update to the plan. Our City is required to submit the results of that review to the Florida Department of Economic Opportunity by September 1, 2019. Additionally, the City will review the planning timeframe and applicable data analysis and update the plan accordingly. In accordance with these provisions, the City of Fernandina Beach hereby submits our notification of necessary evaluation and appraisal plan amendments.

The following amendments will be made to address statutory charges:

- Chapters 2011-139 and 2012-99, amending Sections 163.3177(6)(a)(4) and 163.3177(6)(a)(8), Florida Statutes, required and optional elements of the comprehensive plan; studies and surveys: The required updates relate to providing a balance of uses while allowing for the operation of real estate markets to provide adequate choices for permanent and seasonal residents and businesses and accommodating the minimum amount of land needed to achieve these goals. The City's amendments will reflect a balanced approach to address statutory requirements working together with the Comprehensive Plan goals of environmental protection, concurrency, and growth management.
- "Peril of Flood": Goals, objectives and policies will be added as appropriate to address the new requirements of Section 163.3178 regarding flood risk.

The following amendments will be made to address the designation of Nassau County as a Water Resource Caution Area:

- Chapter 163.3177(6)(c) Florida Statutes requires that local governments within Water Resource Caution Areas adopt a Water Supply Facility Work Plan and adopt comprehensive plan amendments related to it.

Additional amendments will be made to the Comprehensive Plan to address identified local issues.

Sincerely,

Kelly N. Gibson, AICP
Planning Director

FERNANDINA BEACH EVALUATION AND APPRAISAL REVIEW (EAR) REPORT



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- 2) Public Participation
- 3) Legislative and Regulatory Changes

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- 2) Population Trends and Estimates
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- 4) Demographic profile
- 5) Internal and External Economic Forces

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- 1) Managing growth
- 2) Implementation
- 3) Intergovernmental Coordination

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- 3) Housing Element
- 4) Public Facilities Element
- 5) Conservation and Coastal Management Element
- 6) Recreation and Open Space Element
- 7) Intergovernmental Coordination Element
- 8) Capital Improvements Element
- 9) Port Element
- 10) Public School Facilities Element
- 11) Historic Preservation Element
- 12) Economic Development Element
- 13) Comprehensive Plan Implementation Measures

Part 1. OVERVIEW

1) Overview of Process

The State of Florida requires communities to review and assess their Comprehensive Plans periodically. The City of Fernandina Beach evaluation and appraisal report, which is frequently simply a letter outlining in general terms what is anticipated to be changed in the plan, and why. Once that letter is received by the Department of Economic Opportunity, the jurisdiction has one year to make changes to the plan. The City of Fernandina Beach opted to seek public input into the current plan, including what was working and what requires change. The Northeast Florida Regional Council (NEFRC) was engaged to facilitate the public conversation, document it, and produce a document in a format like the evaluation and appraisal of the Comprehensive Plan in 2009. Public input and the detailed input of members of the Planning Advisory Board were the principal sources for the local major issues and suggested changes to the plan.

2) Public Participation

The City of Fernandina Beach held four public open house meetings to gather input on the current plan from residents and business owners. These were held on April 23, 25, 28, and 30 of 2019, in four different, publicly accessible locations throughout the City. The open houses were well-attended, and participation was robust. Each open house focused on related elements of the current plan, and efforts were made to match the location to the topic where this was possible. Below is the flyer used as an invitation to the meeting.

2019
FERNANDINA BEACH
EVALUATION AND APPRAISAL REVIEW (EAR)



The meeting format was consistent. NEFRC staff provided a quick overview of the comprehensive planning process in Florida and the need for an evaluation and appraisal of the current, 2030 Comprehensive Plan. The input gathered on the current plan was to be used to create an Evaluation and Appraisal Report on the 2030 plan to be submitted to the State by September 1, 2019. That work, along with any comments on the report received by the State and its reviewing agencies, would be used to update the plan into the 2040 Comprehensive Plan. That update will be due by approximately September 1, 2020.

3) Legislative and Regulatory Changes

The following amendments will be made to address statutory charges:

- Chapters 2011-139 and 2012-99, amending Sections 163.3177(6)(a)(4) and 163.3177(6)(a)(8), Florida Statutes, required and optional elements of the comprehensive plan; studies and surveys. The required updates relate to providing a balance of uses while allowing for the operation of real estate markets to provide adequate choices for permanent and seasonal residents and businesses and accommodating the minimum amount of land needed to achieve these goals, and the analysis required to support changes to the future land use map.

The April 23, 2019 public workshop considered a draft of text addressing this issue. The text below was distributed as it has been used successfully to satisfy State requirements on this issue, and there was significant consensus of the additional, underlined text.

Objective: The amount of land designated for future land uses in the City shall, consistent with community vision, allow for the operation of real estate markets to provide adequate choices for permanent and seasonal residents and business.

Policy: Future Land Use Map amendments shall include the following analyses:

- a. An analysis of the availability of facilities and services. This shall include data and analysis regarding the capacity of the future land use to accommodate the proposed amendment, and data and analysis addressing at least three aspects of seasonal population: hotel/motel occupants, short-term rentals, and occupancy of second homes.
 - b. An analysis of the sustainability of the plan amendment for its proposed use considering the character of undeveloped land, soils, topography, natural resources, and historic resources on site.
 - c. An analysis of the minimum amount of land needed to achieve the goals and requirements of the Objective above.
- Chapter 2015-69, section 1, amending Section 163.3178, adding requirements to the Coastal Management Element to reduce the flood risk in coastal areas that result from high tide events, storm surge, flash floods, stormwater runoff and the related impacts of sea level rise.

The following amendments will be made to address the designation of Nassau County as a Water Resource Caution Area:

- Chapter 163.3177(6)(c) Florida Statutes requires that local governments within Water Resource Caution Areas adopt a Water Supply Facility Work Plan and adopt comprehensive plan amendments related to it.

Part 2. COMMUNITY ASSESSMENT

1) CHANGES IN LAND AREA- The City's current boundary measures at 12.49 square miles. Its land area represents just under 2% of Nassau County. Growth of the City is overwhelmingly dependent upon annexation through its provision of water and sewer services to area residents which abut the City's jurisdictional limits. Over the past 10 years, the City has increased its land area by approximately ½ a square mile, with the Crane Island development representing roughly half that land area in 2018. It is anticipated that the City will continue to experience a similar rate of growth into the next planning horizon. This will be witnessed through the execution of voluntary annexation agreements and anticipated development along the City's southern boundaries. **Table II-1** identifies the annexations which occurred between 2009-2019.

Table II-1. Annexations 2009-2019 (with missing 2003 case)

ORDINANCE NUMBER	TOTAL ACREAGE	OWNER	ADDRESS	DATE
2002-39 / RESO 2003-15	5.58	Joseph S. Francis M. Lee	2707 Sadler Rd	1/21/2003
2009-13	0.492	Richard A. & Kimberly Crawford	1220 S. 14th Street	9/1/2009
2010-28	2.67	COFB	2203 Ryan Road	10/19/2010
2012-24	2.06	Steve Johnson	1505 S. 14th St	11/7/2012
			1545 S. 14th St	11/7/2012
			1551 S. 14th St	11/7/2012
2013-04	0.71	CEMR Inc.	1463 Nectarine St	6/4/2013
(total 8.52)	4.75	Various	1601 Nectarine St	6/4/2013
	0.83	Trevett Homes Inc.	1603 Nectarine St	6/4/2013

2019
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	2.23	Nassau BOCC	1620 Nectarine St	6/4/2013
2013-30	22.1	Various	2851 Bailey Road	11/19/2013
2013-38	4.47	Kermit G. Philipps Charitable Trust	Hirth Road	1/7/2014
2013-41	6.53	Kermit G. Philipps Charitable Trust	Hirth Road	1/7/2014
2014-08	1.18	Just Amelia LLC	960030 Gateway Blvd	5/20/2014
(Total 17.46)	1.22	Zions First Nat. Bank	960062 Gateway Blvd	5/20/2014
	0.33	Gaspar Holdings LLC	960062 Gateway Blvd	5/20/2014
	2.31	J Twenty-Nine Eleven LLC	960108 Gateway Blvd	5/20/2014
	1.31	Starmax Florida LLC	960144 Gateway Blvd	5/20/2014
	1.66	Various	960135 Gateway Blvd	5/20/2014
(reso 2013-45)	0.81	Hess Realty LLC	3100 S 8th Street	5/20/2014
	2.9	Gateway to Amelia	961687 Gateway Blvd	5/20/2014
	1.24	Gateway Commons	960185 Gateway Blvd	5/20/2014
	1.27	Gateway Commons	960194 Gateway Blvd	5/20/2014
	1.29	Corner Stone of Amelia	9900 A I Parkway	5/20/2014
	1.88	FPU	3076 S. 8th Street	5/20/2014
2014-31	1.3	Steve Johnson	1505 S. 14th St	12/2/2014

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2015-02	15.7	Summerwoods of Amelia	AI Pkwy / Hirth Rd (Riverbend)	7/21/2015
2015-31	0.46	James Hardwick	3133 Bailey Road	12/15/2015
	4.43	James Hardwick	3141 Bailey Road	12/15/2015
2016-24	0.96	Aspire at Amelia II LLC	3017 Amelia Road	10/4/2016
(total 7.91)	6.95	Aspire at Amelia II LLC	3021 Amelia Road	10/4/2016
2016-35	9.26	First National Bank South	S. 14th + Lime Street	1/17/2017
2018-22	0.46	Louis A & Rosemarie C. Llerandi	1336 S. 14 Street	9/18/2018
(total .66)	0.2	Louis A & Rosemarie C. Llerandi	1451 Nectarine St	9/18/2018
2018-25	0.57	Prestar LTD	TJ Courson	9/18/2018
2018-33	187.29	Crane Island	Crane Island	2/19/2019
2018-45	0.61	AI Pkwy / Entry to Aspire	The Aspire at Amelia LLC	1/15/2019
TOTAL ACREAGE	298.012			

2) POPULATION TRENDS AND ESTIMATES

Fernandina Beach has experienced stable growth increases over the past 50 years. During the decade between 1960 -1970 the City's population dropped by roughly 300 people. This decrease may be attributed in part to the September 1964 hurricane, Hurricane Dora. Dora, with 110 mph winds, severely damaged the City's waterfront and downtown CBD causing over \$3.1 billion (1995 USD) in damages to the Northeast Florida region (NOAA-American Meteorological Society). The City was able to recover from a 4% population decrease by 1980 and grew at a more rapid rate of roughly 20% in the two decades (1980-2000) that followed, respectively. The City's population estimate in 2010 indicated less than 8% growth within that decade. When viewed collectively, the City has maintained a steady rate of growth measuring around 1% each year since 1960. **Table II-2** displays the population estimates and changes for the City for the decades between 1960 and 2010. **Table II-3** illustrates an estimated continued pattern of growth at 1% annually between the years of 2010-2019.

This annual trend is forecasted to continue through the next planning horizon with the City's estimated population nearing 14,500 by the year 2045 according to the University of Florida, Bureau of Economic and Business Research (BEBR) population models. Models indicate most of the growth is expected early within the planning horizon and predict even slower rates of increase as we near the year 2045. Forecasting models predict that the City's 2070 population will be near 15,000 people. The City's share of the County's population is expected to decline over the next 25 years. By 2045, the City's population will comprise approximately 13% of the County's overall population. Based on BEBR projections Nassau County is expected to grow about 5% between 2020-2025. The average annual rate of population increase for Nassau County is anticipated to decline to around 1% by 2045. Between 2025-2045, Nassau County is expected to grow by almost 23,800 people of which the City's share of population is approximately 2,300 new residents during the same timeframe." *These figures are expected to be refined with the final population model prepared by BEBR in late- December 2019.*

Table II-2. Historical US Census Counts for Fernandina Beach, Florida

YEAR	POPULATION ESTIMATE	NUMERICAL CHANGE	PERCENTAGE CHANGE	ANNUAL RATE OF GROWTH
1960	7276			
1970	6955	-321	-4.41%	
1980	7224	269	3.87%	0.39%
1990	8765	1541	21.33%	2.13%

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2000	10654	1889	21.55%	2.16%
2010	11487	833	7.82%	0.78%
GROWTH 1960-2010			55%	
AVG. ANNUAL RATE OF GROWTH				1%
<i>Source: Population Division, US Census Bureau 1960-2010</i>				

Table II -3. Fernandina Beach Estimated Population Change 2010-2019

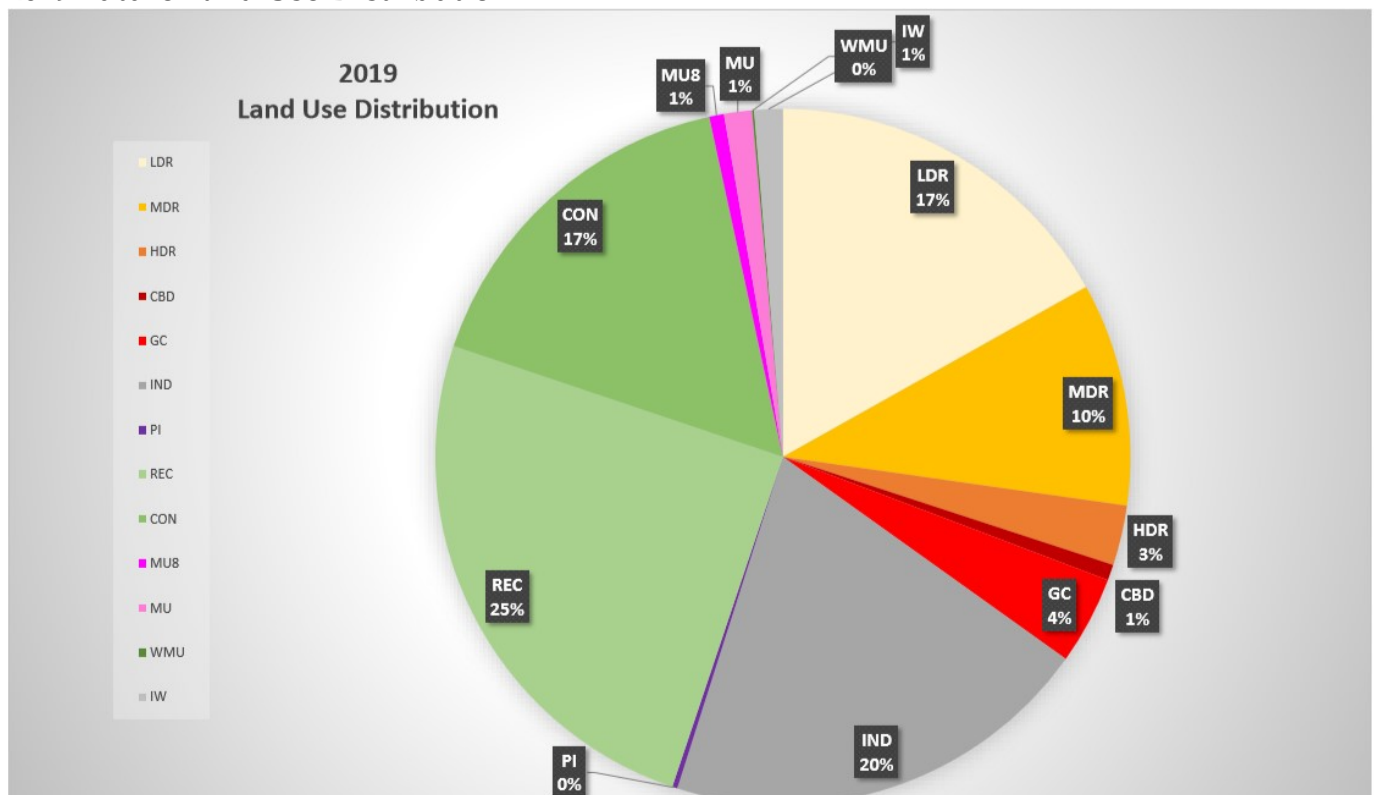
YEAR	EST. POPULATION	NUMERICAL CHANGE
2010	11,487	
2011	11,409	-78
2012	11,486	77
2013	11,524	38
2014	11,636	112
2015	11,705	69
2016	11,881	176
2017	11,960	79
2018	12,234	274
2019	12,558	324
% Change in 9 Years = 9.32%		
Annual Rate of Growth = 1%		
<i>Source: US Bureau, American Community Survey 2010 - 2019</i>		

3) Future Land Use Map Distribution

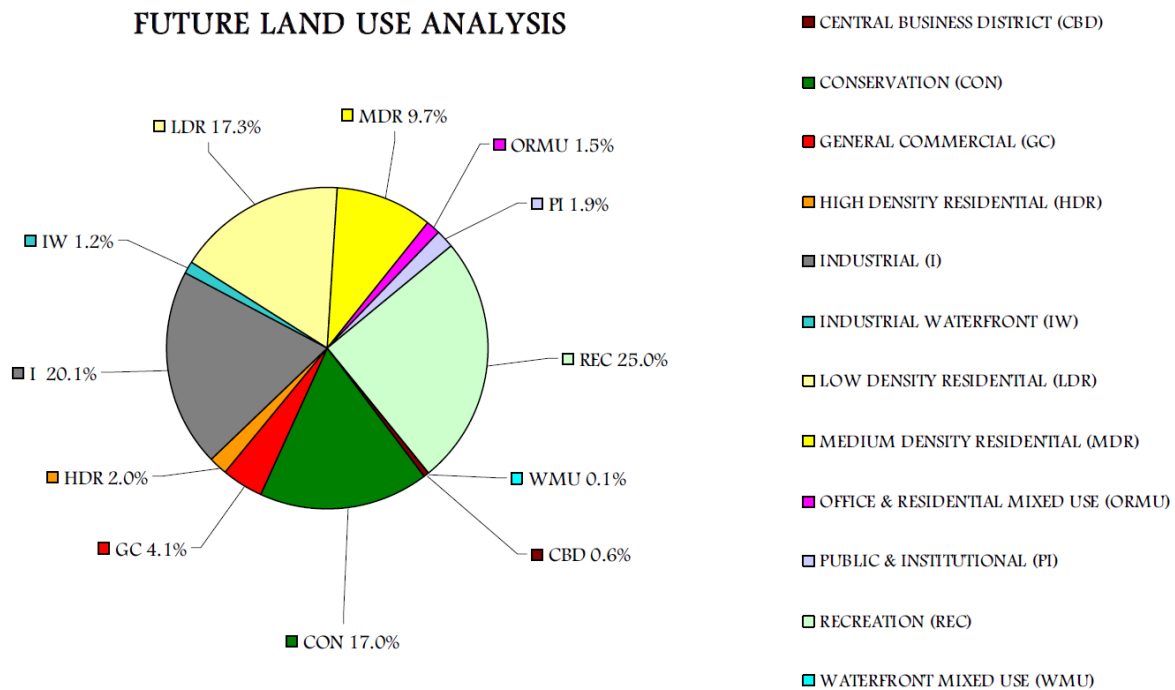
The City is comprised of four primary land use categories: Conservation/ Parks & Open Space, Residential, Commercial and Industrial as depicted on the Future Land Use Map (FLUM). Almost half (42%) of the City is held in conservation or recreational land use. The City's available residential land makes up another 29%. Just over 21% of the City is held as industrial land and about 4% of the City is commercial. The remaining land use designations are mixed use districts comprised of both commercial and residential uses (CBD, ORMU, and WMU) and public/ institutional lands (PI); combined, these categories hold the remaining 4% of the City's available land uses.

A comparison of the Future Land Use Map categories in 2009 and 2019 reveals that very little change has occurred to the overall land use composition in the City. Some land use categories have marginally changed. The marked increase within the High-Density Residential land use category is attributed to a large-scale annexation within this district. The Central Business District witnessed an increase due to the previously anticipation conversion of lands for properties within the established Community Redevelopment Area (CRA). Nominal change occurred as part of the 8th Street effort which modified General Commercial and Medium Density Residential lands to a new 8th Street Mixed Use designation.

2019 Future Land Use Distribution



2009 Future Land Use Distribution



Residential land uses in Fernandina Beach vary from low densities of four units per acre to high density allowing up to a maximum of ten units per acre. Higher densities are found primarily along the North/South Fletcher Avenue (A1A) beach area and the City's historic "Old Town" area, where the City maintains the original 1811 Spanish plat. The City permits residential, office and retail mixed uses in its Central Business District (CBD) at 34 dwelling units per acre, Office & Residential Mixed Use (ORMU) at eight dwelling units per acre, and Waterfront Mixed Use (WMU) at two dwelling units per acre future land use categories. Commercial uses within the City are clustered around the dominant commercial "corridors," located along the major roadways of A1A/S.R.200/ 8th Street, 14th Street and Sadler Road. Only a few commercial land use designations are found along the Fletcher Avenue/ A1A corridor.

Industrial (I) and Industrial Waterfront (IW) land use categories surround the City's National Register designated historic downtown Central Business District area. West Rock and Rayonier pulp/paper mill factories are located on the north and south ends of downtown. Front Street historically held industrial waterfront related uses such as shrimp docks, processing plants and marinas. Today, the Front Street area is within the City's Community Redevelopment Area (CRA) and most of the remaining privately-owned small IW properties are eligible to apply for a Waterfront Mixed Use land use designation that provides the opportunity to have both commercial/waterfront industrial

and low-density residential uses. The area surrounding the City's Airport is the other area allocated for industrial land uses.

It is anticipated that Low and Medium Density land use categories will witness the greatest amount of infill development. This equates to just over 700 new single-family residential structure within the 2045 planning horizon. **Table II-4** describes all Future Land Use Map categories containing residential density. Under the existing Future Land Use Map an estimated buildout on existing lots will bring approximately 1990 people to add to the City's population on a total of 913 new residential structures.

Table II-4. Vacant Residential Lands

FLUM	Vacant Land (acres)	Density (dwelling units/acre)	Potential Residential Dwelling Units	Average Household size (2.18)
CBD	0.87	34	30	64
MU	3.97	8	32	69
MU8	0.72	18	13	28
LDR	54.26	4	217	473
MDR	62.37	8	499	1088
HDR	12.24	10	122	267
WI	0	2	0	0
TOTAL	134.43	84	913	1990

SOURCE: Fernandina Beach Future Land Use Map, US Census Bureau (Avg. Household Size)

4) DEMOGRAPHIC PROFILE

The City of Fernandina Beach demographic profile based on 2010 Census data is summarized in **Table II-5**. The City's household size is less than the national average and its population is 13 years older than the US average age (37.2). Similar to other Florida cities, Fernandina Beach tends to have an older population with almost 10% more people aged 65+ compared to the national average of 13%.

Table II-5. Demographic Snapshot

CATEGORY	FIGURE
Population (2010 Census)	11,487 people
Average Household Size	2.18 people
Average Family Size	2.65 people

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Speaks Language other than English at Home	1,031 people
Median Age	50 years old
65 years and over	22.3% of the population
Per Capita Income (2010 dollars)	\$30,019
Median Family Income (2010 dollars)	\$61,523
Owner Occupied Housing units	3,464 units
Renter Occupied Housing Units	1,712 units
Vacant Housing Units	1,888 units
Mean Travel Time to Work	26 minutes

Source: US Census Bureau, American Community Survey

5) INTERNAL AND EXTERNAL ECONOMIC FACTORS

The City of Fernandina Beach is located about 35 miles from downtown Jacksonville on Amelia Island, roughly half an hour from Jacksonville International Airport. The City is served by two major railways (First Coast Rail and CSX) and is home to a natural deep-water port. Fernandina Beach provides a unique combination of pristine beaches and a small-town atmosphere. The City's economy is diverse, ranging from tourism-based employment to pulp and paper mill industries to charter fishing and shrimping. The Port of Fernandina, operated by the Nassau County Ocean Highway and Port Authority, continues to play a crucial role in future economic development. The significance of its role has been recognized by its inclusion in the Florida Strategic Intermodal System (SIS) Plan of the Florida Department of Transportation (FDOT). The Fernandina Beach Airport, located on 602 acres and operated by the City, has general aviation and transport facilities. Recent investments at the airport include a new terminal.

The targeted industries that have the potential to be eligible for incentives from Nassau County have changed since the last review of the Comprehensive Plan. They now include Aviation and Aerospace, Health and Life Sciences, Manufacturing, Defense and Homeland Security, Information Technology, Financial and Professional Services, Logistics and Distribution, Cleantech, Corporate Headquarters, and Research and Development. Fernandina Beach has maintained its manufacturing uses and the jobs they support. According to the Bureau of Workforce Statistics and Economic Research at the Florida Department of Economic Opportunity, the most jobs by industry in Workforce Development Area 8, which includes Nassau County, are Trade, Transportation and Utilities, with the most jobs, followed by Education and Health Services, Professional and Business Services, Financial Activities, Construction, and Self-Employment. That data source also identifies the fastest growing industries in Area 8

(those projected to grow more than 15% between 2018 and 2026) as Ambulatory Care Health Services (25.4%), Educational Services (19.5%), Professional, Scientific and Technical Services (15.5%) and Food Services and Drinking Places (15.4%). Of those, all but Educational Services are projected to add 15% or more to the number of people they employ. Nassau County's unemployment as of April 2019 was 2.7%.

On the local level, the City of Fernandina Beach has focused on its downtown and commercial corridors. In 2015, it was designated a Florida Main Street Community. This program of the Florida Department of State, Bureau of Historic Preservation is a technical assistance program for traditional historic commercial corridors. The Nassau County Chamber of Commerce, the City of Fernandina Beach, the Nassau County Economic Development Board and business and community leaders make up the Board of Directors that oversees this program with the goal of generating greater economic stability for downtown. This includes revitalizing the area by encouraging reuse of vacant buildings, creating civic pride, and preserving the historic aspects that make downtown Fernandina Beach unique. In addition, the City has focused on the commercial corridor at 8th Street as the gateway to downtown and updated the land development regulations in the area to support infill, redevelopment and economic opportunities.

Part 3. LOCAL MAJOR ISSUES

1. Managing Growth

One takeaway from the community meetings was the need for a philosophical read and revision of the comprehensive plan to acknowledge that manmade and natural systems are stressed, and changes need to be made to ensure that they are not further stressed.

2. Implementation

Mechanisms to implement the comprehensive plan need to be examined and modernized as needed, and ways to fund robust implementation and enforcement of rules are needed.

Intergovernmental Coordination

Especially on Amelia Island, agreed upon policies that outline the parameters of collaboration are needed. Nassau County, the School District and the Military are important partners, but State and regional agencies will also be required to succeed in addressing the local major issues.

Part 4. ASSESSMENT OF PLAN GOALS, OBJECTIVES AND POLICIES

The following are overall observations of the themes that came out of each of the public discussions on each element. It is not reflective of every issue raised in the four public meetings and transcriptions of public comment and other relevant materials are posted on the [website](#), accessed from the NEFRC homepage at www.nefrc.org.

1. Future Land Use Element

Adaptive reuse should be incentivized over new development. Resiliency to wind and flooding should be required in new construction and significant retrofits, and subject to rigorous enforcement. Low impact and sustainable development should be strictly defined and required, as opposed to encouraged. The new policy considered to address Sections 163.3177(6)(a)(4) and 163.3177(6)(a)(8), Florida Statutes was recommended to be balanced by policies that ensure the quality of life for full-time residents. It was mentioned in the context of the future land use categories that changes from the conservation or recreation/open space future land use category should not be considered unless approved by a voter referendum. An overall theme was that the policy context that encourages development needs to be replaced by a policy of growth management, relying on good data regarding capacity and analysis that anticipates future conditions including climate change and anticipated development in all impact areas including schools, clear rules that require that developers provide reliable and verifiable data and analysis so that impacts may be assessed, clear policies on when development is appropriate or not, and rigorous enforcement. It came up in several discussions that the example of Monroe County's process for consideration of changes to the future land use map should be considered.

2. Multi-modal Transportation

Congestion issues were extensively discussed at the April 30, 2019 meeting on this element. All major roads present a problem, including state and county roads. 8th Street is a problem. Several approaches were discussed including a toll on the bridge, congestion pricing, and charging for beach parking. Ultimately it was discussed that the options and the feasibility of their implementation needs to be studied. This might be a project fundable through the TPO, and it could look both at revenue for the city to address mobility costs as well as congestion. There was consensus on the need to establish a mobility fee, as a mechanism to charge new developments for their share of added traffic, and to take another look at how potential impacts to traffic are assessed and how

concurrency is enforced. The fee would fund transportation projects including bike trails. The need for a City-wide network for bike trails was identified, along with the need for education on bicycle safety. There was consensus on the need for a roundabout at Atlantic and South Fletcher.

3. Housing

The April 23, 2019 discussion included emphasis on resiliency and affordability in housing construction, and the need for consistent and rigorous enforcement of City codes. There were concerns expressed regarding the need for maintenance and protection of existing subsidized and affordable housing. Concerns were expressed that it might be unrealistic to envision much more new affordable housing in the City, given limited opportunities for new or redevelopment. There was some consensus on the elimination of Policy 3.03.10, the policy which suggests offering incentives such as lessening of development requirements to those who would build affordable housing. There was discussion that incentives would be better used to facilitate the reuse of existing buildings or infill development rather than building on sites that have never been developed. Partnerships with the county might result in more units with a better chance of sustaining affordability. Public transit will be needed to ensure that there is access to housing and jobs in the City and county. There was consensus that the number of trees should increase as new houses are constructed, and that the protection of conservation areas needs to be enhanced. It was noted that the capacity of green and man-made infrastructure needs to be revisited and understood before new housing is considered. The overall theme that the concurrency system needs to be reviewed, modernized to reflect current conditions and capacities and strictly enforced came up in the context of housing.

4. Public Facilities

At the April 30, 2019 meeting, it was discussed that the Water Supply Facility Work Plan that will be added to the comprehensive plan should include high volume users. A handout was provided as an overview of the requirements of such a plan. The need for better data on the capacity of the Floridan Aquifer, the potential for increased salinity due to sea level rise and the amount of water available for withdrawal based on permitting was noted as being necessary in order to develop a meaningful concurrency standard. The need to eliminate septic tanks and assist homeowners with the expense was noted. Overall, the need to collaborate with the county on all aspects of the capacity of systems on Amelia Island was strongly supported.

5. Conservation and Coastal Management

The public discussion of the conservation policies was extremely robust, and took place on the same day, April 29, 2019, that the EPA upgraded Nassau County from non-attainment to attainment for the 2010 1-hour sulfur dioxide standard. There was consensus on the need to restrict access to dunes, and that 48 of them need to be rebuilt, extended and then maintained. Other areas of consensus as reflected by the public who attended the meeting include the need for a beach parking management plan, elimination of driving on the beach, enhanced communication on emergency preparedness and better access to emergency plans, better enforcement of tree protection (Policy 5.11.06), replacement of gas-powered golf carts at the public course to electric, acquisition of sensitive lands, a plan for invasive species in public lands, maintenance of wildlife corridors, expansion of bike trails, clarification and reconsideration of the definition of open space in new residential development, encouragement and funding to support connections to the City sewer, City-wide dark sky lighting policies, focus on turtle protection, and encouragement of water conservation. There was discussion of the “Peril of Flood” comprehensive plan amendments adopted by the City of Boynton Beach and Nassau County, as a place to start in identifying how to respond to the requirements of the legislative change to Section 163.3178 of the Florida Statutes. Please see the facilitated notes from the April 29 meeting for all the issues considered and all the areas of consensus.

6. Recreation and Open Space

The public discussion on April 29, 2019 blended discussion of conservation and recreation and open space. See above.

7. Intergovernmental Coordination

County staff that attended the April 25, 2019 meeting agreed on the need for City/County coordination on all of Amelia Island. This came up in the context of annexations, where County regulations were different than those of Fernandina Beach, so that when a site was annexed into the City it was non-complying. The issues of land conservation, environmental protection, beach and dune protection, land use, stormwater and infrastructure planning, traffic congestion and mitigation, emergency preparedness and adaptation, bike trails, beach access and parks as well as annexation were identified as appropriate for collaboration. The County referred to the concept of “joint planning areas” as an approach to address collaboration and is considering including them on the

future land use map. The idea that Amelia Island should have such a designation or that City/County collaboration on all aspects of green and built infrastructure should be the norm on the Island came up in this discussion and later at the discussion on public facilities. The City and County should mirror each other's actions in the comprehensive plan in order to address the issue of collaboration. County and City should coordinate on school locations. Coordination with the military was noted in the discussions on public facilities. There was consensus that the element needs to be modernized to reflect current and desired future collaboration on issues beyond the control of just the City.

8. Capital Improvements

There was consensus on the four issues that arose at the April 30, 2019 public meeting. There is a need for a 20-year capital improvement plan, and it needs to be recognized that it is a plan and not a budget. More emphasis needs to be placed on maintenance and operating funding. Capital projects need to be considered with longevity, life cycle and maintenance costs in mind. Using the example of the airport, the need for information sharing and coordination with the military is critical.

9. Port Facilities

The Port of Fernandina is located such that when it is accessed by trucks, they must take 8th Street and go through the neighboring historic and residential districts. There was extensive public discussion on the impacts of the port on the community, including its impact outside the boundaries of the port. At the public discussion on April 25, 2019, there was conversation indicating that trucks stop or slow down in residential communities, often late at night or very early in the morning, resulting in noise, fumes, trash, safety concerns and a negative impact on community character. The port itself was identified as negatively impacting community character and safety, as it handles materials that could be hazardous, it can generate loud noises at usually quiet times, it can stack containers in such a way that residential views of the river are blocked, and its lighting is not designed with the comfort of adjacent neighborhoods in mind.

A deep-water port might be viewed as a land use that is incompatible with adjacent residential land uses. Its economic value to the City of Fernandina Beach must have been considered when siting the port. This was recognized in public input, and solutions were suggested to address the issues raised. The Port Sub-Element/Master Plan, Ordinance 2018-30, has been proposed but never adopted by the City. It was seen by the public in attendance as addressing most of the community character and safety issues. Chapter

311.14(2) requires that the Port of Fernandina 10-year strategic plan be consistent with the City's comprehensive plan, making the consideration of goals, objectives and policies in the comprehensive plan a useful community conversation and a mechanism for implementation. There was discussion of the port hiring security and cleanup personnel to implement policies that would address impacts on the residential neighborhood, and to allow port personnel to enforce the rules off port grounds by arrangement with the Fernandina Beach Police Department. There was also a call to develop a suite of solutions, such as use of software to better regulate port traffic, staging areas for trucks using public property or by arrangement with private landowners, and unloading of trucks off Amelia Island and the use of trains to access the port. When energy efficiency was discussed at the April 29, 2019 meeting, there was consensus that vessels should use port-side power, to eliminate as much as possible the need for them to run their engines. The need for a plan to adapt to and mitigate for sea level rise in the area between the mill and the port was noted. Overall, there was consensus that the port should not increase its current footprint and that it should use its assets to the benefit of the port and the City. There was discussion of a port/community advisory board.

10. Public School Facilities

At the April 23, 2019 meeting, there was much agreement that the City should have a right of first refusal on School District-owned properties within its boundaries, and that land should be used, or buildings should be repurposed in support of community goals. There was discussion that the concurrency evaluation regarding schools be more rigorous and that developers be asked to pay for mitigation whenever their proposed development will impact schools. Schools were recognized as a topic requiring intergovernmental coordination between the city, the School District and the County.

11. Historic Preservation

Concerns were expressed at the April 23, 2019 meeting that the character of new construction in historic districts falls short of the desired vision for those special areas. It was raised in the context particularly of historic schools that such buildings should be included in historic districts. The importance of historic structures and their vulnerability to the impacts of climate change was noted. It was suggested that a larger area be designated a historic district, bounded by the river, Dade Street, 8th Street and Lime Street, or that a downtown district be established. The need for policy, rules and enforcement to preserve archaeological artifacts was noted.

12. Economic Development

There was consensus at the April 25, 2019 public workshop that this element should be renamed “Resilient and Sustainable Economic Development”, and that the environment should be considered whenever economic development is considered. Maintenance of the sense of community, the sense of place, tourism, seasonal population, and the vision for the City are all required to be considered when considering economic development. The impact of waterfront industry is important, beyond just the port, as these large employers also have the potential for negative impacts on the adjacent residential community. It is noted that air quality near these facilities is improving, and efforts should be continued to collaborate on their environmental and visual impact on community character. As was brought up in discussions on every element, the impacts of economic development proposals must be evaluated under strict concurrency standards and such standards require rigorous enforcement.

13. Comprehensive Plan Implementation Measures

The City's 2030 Comprehensive Plan took an aggressive approach in its efforts for implementation. Budget constraints, redirection of staff, staffing shortfalls, and leadership for certain implementation measures have left many of the directed studies and activities remaining as incomplete. It is suggested that the timeframes be removed from corresponding policies directing each study. Alternatively, studies should be funded or evaluated to determine if they need to remain within the Comprehensive Plan. Table IV-1 identifies the status of Comprehensive Plan directed studies and planning efforts.

Table IV-1 – Comprehensive Plan Studies

STUDY	DUE	STATUS
Stormwater Management Plan	2011	2012
Downtown Market Study to develop overall marketing strategy <i>Formulate Partnership with Merchants Association and TDC</i>	2012	Main Street Est. 2015
Overall Mobility Assessment including Bicycle and Pedestrian Needs	2012	2018-2019
20-year Capital Improvements Program	2012	
Waste Management Plan (to include recycling, waste reduction strategy, etc.)	2012	
Fire Department Master Plan	2012	2018
Police Department Master Plan	2012	Accreditation Process Fulfills
Animal Services Strategic Plan	2012	
Archaeological Predictive Model	2012	2014
Housing Needs Assessment	2013	2018
Establish Neighborhood Planning Areas	2013	Preliminary Analysis performed in 2015
Reclaimed Water Feasibility Study	2013	

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Dune Management Plan	2013	Partially Completed
Green Local Government Designation Requirements	2013	
Energy Conservation Plan	2014	Partially Completed
Economic and Taxation Assessment for Annexation	2014	
Urban Forestry Inventory Assessment (working towards completion)	2014	2018
Boating & Waterways Needs Assessment	2015	
City-wide Parking Needs Assessment	2015	
Parks & Recreation Master Plan	2015	2015
Community and Regional Food Planning Assessment	2015	
Cemetery Master Plan	2016	2016
10 –year Water Supply Plan (as directed by SJRWMD)	2018	

City of Fernandina Beach Small-Area Population Estimates and Projections

Prepared For



City of Fernandina Beach
204 Ash Street
Fernandina Beach, Florida 32034

Prepared By



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INTRODUCTION

The University of Florida's Bureau of Economic and Business Research (BEBR) produces the official population estimates and projections for the State of Florida through a contract with the Florida Legislature. That contract funds the development of estimates at the state, county and city levels, and projections at the state and county levels. Because this data is often required at much smaller levels of geography for many planning activities and other purposes, BEBR also develops estimates and projections for smaller geographic units.

The City of Fernandina Beach requires small-area population estimates and projections in support of planning and decision support. This project generated those data using a GIS-based model which develops forecasts based on historical growth by census tract, constrains and directs population change using property parcel-level build-out analysis, and controls population totals at the county level to BEBR's 2019 official county forecast. The purpose of this document is to describe the methods used by BEBR to develop small-area population estimates and projections for City of Fernandina Beach.

GEOSPATIAL SMALL-AREA POPULATION ESTIMATION AND FORECASTING MODEL OVERVIEW

The Geospatial Small-Area Population Estimation and Forecasting Model ("Model") developed by GIS Associates, Inc., was used to estimate and project permanent residential population at the parcel level, and then normalize those projections to BEBR's latest county level population estimates and forecasts. First, a Build-out Submodel was developed to estimate the maximum residential development potential at the parcel level. Current permanent population was estimated, and then build-out values were forecasted with the Build-out Submodel. Areas which cannot physically or lawfully allow residential development (built-out areas, water bodies, public lands, commercial areas, etc.) were excluded from the Build-out Submodel. Conversely, the Growth Drivers Submodel identified areas where growth is more likely to occur based on proximity to certain spatial features (e.g., roads) that tend to drive growth to certain areas.

Growth was projected based on a combination of historic growth trends (using an approach similar to what BEBR uses for its county level forecasts), and spatial constraints and influences, which both restrict and direct growth. Population growth calculations were controlled to BEBR's 2019 medium projections (BEBR's latest population forecasts), which were available in five-year increments to the year 2045. The source of this data is the BEBR publication *Projections of Florida Population by County, 2020-2045, with Estimates for 2018*. (Florida Population Studies, Bulletin 183, April 2019).

BUILD-OUT SUBMODEL

The Build-out Submodel was developed using county property appraiser's GIS parcel database, including the associated tax roll information. Existing housing units were identified using data provided by the property appraiser which was vetted by city planners. BEBR applied average unit occupancy and average household size from the 2010 decennial census tract data to convert housing units to population. BEBR then controlled the city population total to BEBR's 2018 official population estimate, resulting in a slightly upward adjustment of 2.6%. This is likely attributable to an increase in unit occupancy since the 2010 Census.

GROWTH DRIVERS SUBMODEL

The Growth Drivers Submodel is a raster (cell-based) GIS model representing development potential. The submodel is a continuous surface of 10-meter cells containing values of 0-100, with '100' having the highest development potential and '0' having the lowest development potential. (See Figure 2). It influences the Model by factoring in the attraction of certain spatial features, or growth drivers on development. These drivers were identified from transportation and land use/land cover data. They include the following:

1. Proximity to roads and interchanges prioritized by level of use (with each road type modeled separately)
2. Proximity to existing residential development
3. Proximity to existing commercial development (based on parcels with commercial land use codes deemed attractors to residential growth)
4. Proximity to coastal and inland waters
5. Proximity to large planned developments



Figure 1. Parcels shaded by projected housing unit density (yellow is low, tan is medium, and brown is high)

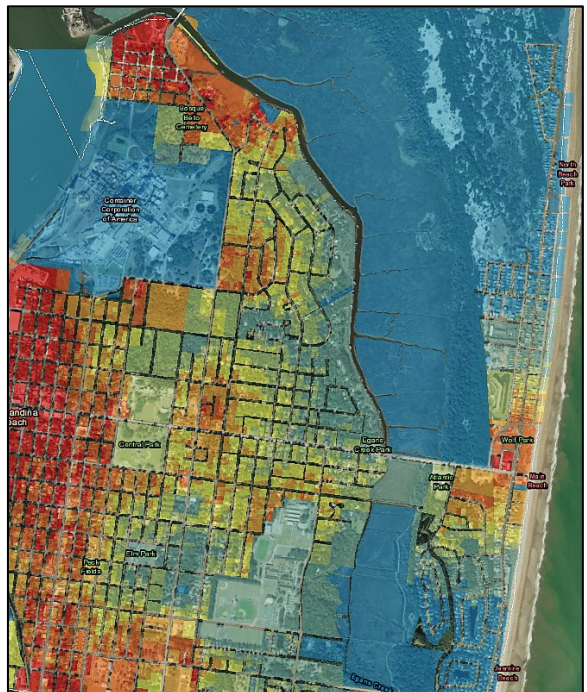


Figure 2. Parcels shaded by growth driver values (high development potential in red, moderate in yellow and low in blue)

Data used for generating the Growth Drivers Submodel and their sources are listed in Table 1 below.

Table 1. GIS datasets used in the Growth Drivers Submodel

Growth Driver	Data Source
Roads and Limited Access Road Interchanges	Florida Department of Transportation (FDOT) Major Roads: Functional Classification (FUNCLASS), and FDOT Limited Access Road Interchanges
Existing Residential Land Uses	County Property Appraiser Parcel Data
Selected Existing Commercial Land Uses	County Property Appraiser Parcel Data
Coastal and Inland Waters	Land Cover Data, and Florida Geographic Data Library (FGDL) Coastline Data
Large Planned Developments	Multiple sources, including the city and county, the North-east Florida Regional Council, GIS Associates and BEBR

Each of the drivers listed in Table 1 were used as independent variables in a logistic regression equation. Dependent variables included existing residential units built during or after 1995 as the measure of “presence”, and large undeveloped vacant parcels outside of large planned developments were used to measure “absence”. The resulting equation could then be applied back to each of the regional grids resulting in a single regional grid with values 0 through 100, for which a value of 0 represented the lowest relative likelihood of development, and a value of 100 represented the highest relative likelihood of development.

This submodel encompasses the City of Fernandina Beach and its surrounding areas to account for the presence or absence of growth drivers outside the city that could influence growth within it. This submodel was used by the Model to rank undeveloped parcels based on their development potential, which is explained in the Growth Calculation Methodology section. Note that growth can still occur in areas assigned relatively low values from this submodel based on the historical growth trends.

GEOSPATIAL SMALL-AREA POPULATION ESTIMATION AND FORECASTING MODEL

The Geospatial Small-Area Population Estimation and Forecasting Model (“Model”) integrates the Build-out Submodel and the Growth Drivers Submodel with the Population Projection Engine™, which makes the projection calculations using a combination of those submodel values, historic growth trends, and growth controls from BEBR’s county-level forecasts.

Historic Growth Trends

The historic growth trends were derived from historic census population counts for 1990, 2000, and 2010, and parcel-based population estimates for 2018. For 1990 and 2000, census block population estimates were summarized at the 2010 tract level and combined with the 2010 tract

population estimates. For 2018, population was estimated by applying average unit occupancy and persons per household (from tract-level data from the 2010 Census) to parcel-based housing unit counts by census tract, and then adding population in group quarters. These estimates were used to produce up to twelve tract level projections using five different demographic extrapolation methods.

The five demographic extrapolation methods for projecting housing units and population utilized by the model were Linear, Exponential, Constant Share, Share-of-Growth and Shift-Share. The Linear and Exponential techniques employ a bottom-up approach, extrapolating the historic housing units for each census tract with no consideration for the county's overall growth. The Constant Share, Share-of-Growth and Shift-Share techniques employ a ratio allocation, or top-down approach, allocating a portion of the total projected county population or growth to each census tract based on that tract's percentage of county population or growth over the historical period. Each of the five methods is a good predictor of growth in different situations and growth patterns, so using a combination was the best way to avoid the largest possible errors resulting from the least appropriate techniques for each census tract (Sipe and Hopkins 1984). This approach is similar to the one BEBR uses for its county population forecasts.

The launch year was 2018, which we estimated using parcel-level data and controlled to the 2018 BEBR estimate. The projections were made for 2020, 2025, 2030, 2035, 2040 and 2045. Note that for the 2018-2020 iteration, the typical five-year growth was reduced to reflect only a two-year change. The methods and base periods used were the following:

1. **Linear Projection Method:** The Linear Projection Method assumes that the future change in the number of persons for each census tract will be the same as during the base period (Rayer and Wang, 2019). For the 2020-2030 projections, one linear trend from 2010 through 2018 (8-year period) was used. For the 2035-2045 projections, two additional linear trends were used, one from 1990 through 2018 (28-year period) and one from 2000 through 2018 (18-year period).
2. **Exponential Projection Method:** The Exponential Projection Method assumes that population will continue to change at the same percentage rate as during the base period (Rayer and Wang, 2019). One calculation was made from 2000 through 2018 (18-year period).
3. **Constant Share Projection Method:** The Constant Share Projection Method assumes that each census tract's future percentage of the county's total population will be the same as over the base period (Rayer, 2015). Two Constant Share (CS) calculations were made, one based on the 2010 shares and one based on 2018 shares.
4. **Share-of-Growth Projection Method:** The Share-of-Growth Projection Method assumes that each census tract's future percentage of the county's total growth will be the same as over the base period (Smith and Rayer, 2013). However, if population change is negative at the tract level and positive at the county level (or vice versa), higher county-level

projections would result in larger declines in tract projections. This is counterintuitive, so the “Plus-minus” variant of the Share-of-Growth Method was used (Smith, Tayman and Swanson, 2001). For the 2020-2030 projections, one Share-of-Growth trend from 2010 through 2018 (8-year period) was used. For the 2035-2045 projections, two additional Share-of-Growth trends were used, one from 1990 through 2018 (28-year period) and one from 2000 through 2018 (18-year period).

5. **Shift-Share Projection Method:** The Shift-Share Projection Method assumes that each census tract’s future percentage of the county’s total annual growth will change by the same annual amount as over the base period (Smith and Rayer, 2013). For the 2020-2030 projections, one Shift-Share trend from 2010 through 2018 (8-year period) was used. For the 2035-2045 projections, two additional Shift-Share trends were used, one from 1990 through 2018 (28-year period) and one from 2000 through 2018 (18-year period).
6. **Average of the Projection Extrapolations:** For the 2020-2030 projections, six calculations were made using base periods of 8 and 18 years; the highest and lowest were excluded, and the remaining four were averaged. For the 2035-2045 projections, twelve calculations were made using base periods of 8, 18, and 28 years; the highest four and lowest 4 were excluded, and the remaining four were averaged.

Growth Calculation Methodology

After the development of the Build-out Submodel, the Growth Drivers Submodel, and the historical growth trends, GIS Associates’ Population Projection Engine™ tool was used to make the growth calculations. The methodology for calculating growth for each projection increment included the following steps:

1. Applying projected tract-level population growth to parcels within each tract.
2. Checking growth projections against build-out population and reducing any projections exceeding build-out to the build-out numbers.
3. Summarizing the resulting population growth and comparing it against BEBR’s county-wide population growth.
 - a. If the sum of the model’s small-area projections exceeded the BEBR county projection, projected growth for all tracts was reduced proportionally.
 - b. If the model’s projections were less than the BEBR projections (which tends to be more common), the Growth Drivers Sub-model would be repeatedly applied until the BEBR projected growth for each five-year increment was reached. This process involved raising the populations of parcels in which growth driver values in the highest decile had available capacity for growth.

The final population projections were delivered in GIS format (Esri file geodatabase), with a single feature class containing parcel-level results. This format is useful for quality assuring the results and inputs, for maintaining the projection inputs over time, and for graphically depicting projected patterns of future population growth (See Figure 3). The projection summary for the City of Fernandina Beach is in Table 2. These projections are of permanent residents and do not include seasonal residents or tourists.

Year	Population
2018	12,761
2020	13,523
2025	14,357
2030	15,085
2035	15,480
2040	15,658
2045	15,816



Figure 3. Parcels shaded by 2045 population per acre (yellow is low, tan is medium, and brown is high)

Small area estimates and projections of population provide an essential foundation for planning and decision making. BEBR implemented GIS Associates' Geospatial Small-Area Population Estimation and Forecasting Model because it was the ideal tool for this purpose. Controlling to BEBR's own official estimates and projections provided consistency with other estimates and projections, while at the same time providing the spatial precision needed for a wide range of planning and other purposes.

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McGlynn Labs Inc

ENVIRONMENTAL LABORATORIES

Summary of conclusions concerning the Amelia Bluffs Development (06/30/19):

by Seán E. McGlynn, PhD., McGlynn Laboratories Inc., Technical Director,
mcglynnlabs@gmail.com.

Other organizations supported by Dr. McGlynn (this document does not reflect their opinions or concerns): Wakulla Springs Alliance, Chair; Florida Springs Council, Board of Directors; Florida Lake Management Society, NW Florida Chapter President; Florida Water Resources Monitoring Council, Board of Directors; Friends of Wakulla Springs, former President; Big Bend Sierra Club, former President; Leon County Soil and Water Conservation District, former Supervisor; Apalachee Audubon Society, former President.

Summary

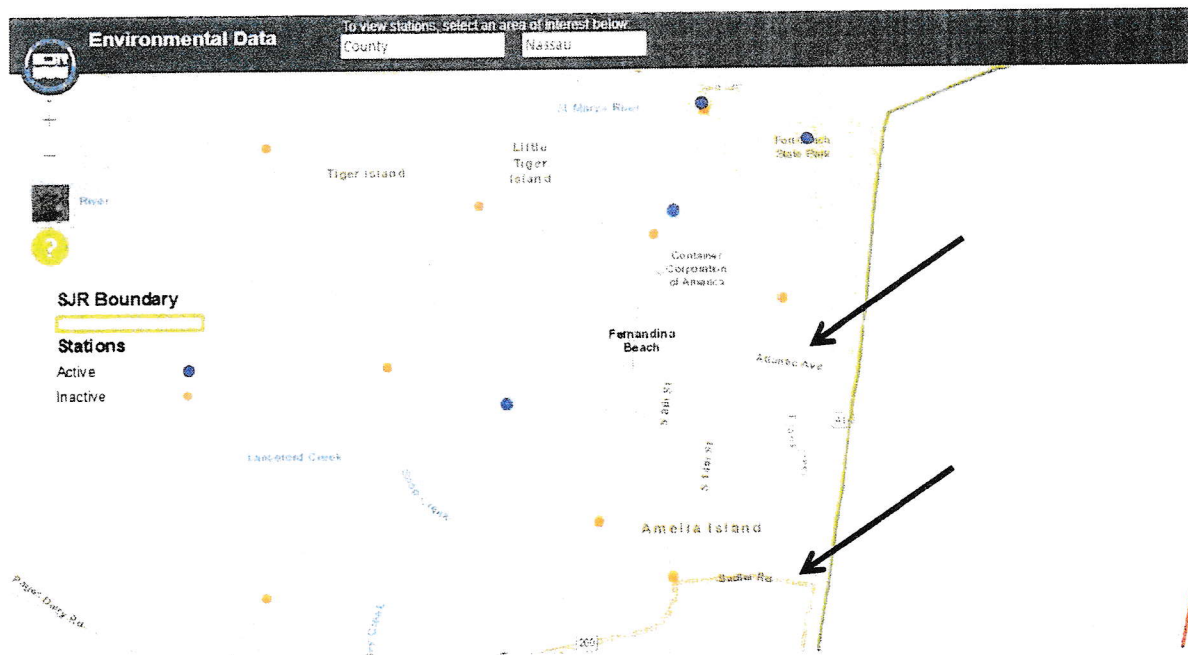
Egan's creek is a vitally important fresh water recharge feature in the center of Amelia Island and it's "extremely degraded." The aquifer is stressed and subject to saltwater intrusion. This development will further later this coastal dune habitat, decimate the maritime forest, destabilize the dune ridge, and endanger the salt marsh and hurricane protection of this fragile coastal dune habitat.

Harmful Bacteria were found in Egans Creek

Bacteria counts are "sky high". On June 7th, 2017, the Florida Department of Environmental Protection (FDEP) reported Escherichia Coli (E coli) bacteria at 3972.6 colonies per 100 ml (cfu) and Enterococci Bacteria Colonies at 19862.9 cfu in Egans Creek. The June 20th, 2018 edition of the Newsleader had a front page article entitled the "Riverkeeper's tests show elevated levels of E. coli in Egans Creek, again..." The levels of E. coli reportedly found in the June tests was 400 cfu in Egans Creek at Atlantic Avenue; 1,933 cfu near the mouth of Egans Creek at the Amelia River; and 2,567 cfu in Egans Creek, just north of Sadler Road, in the Greenway. On June 19th, 2019, McGlynn Laboratories Inc sampled Egans Creek at the Beech and Hickory Street Bridges, also on the Greenway, upstream and downstream from the proposed Amelia Bluffs site, and results were equally contaminated, and a health hazard at over 6046 and 10494 cfu of fecal coliform bacteria. On June 26, 2019, this sampling was repeated and at the Beech site, 152 cfus were found and at the Hickory site 16500 cfu. Salinity data indicate that the bacteria were higher upstream where the salinity was less implying that the bacteria are associated with the urban stormwater. Septic or sewage sources are both possible. The Class III Recreational Water, according to the Florida Statutes, set a maximum possible count of 800 cfu (Florida Administrative Code 62-302.530). The waters of Egans Creek exceed this on numerous occasions.

Potentially toxic organics were found in Egans Creek

The FDEP lab, at stations on Egans Creek at Atlantic and at Sadler Rd on 06/07/2017 found the following organic substances in the Egan Creek water in the Greenway. FDEP found: Sucralose a zero-calorie artificial sweetener and Splenda is the most common sucralose-based product. It is used as an indicator of human sewage in water. Sucralose at 0.15 ug/L and 0.18 ug/L. FDEP found: 2,4-D is a weed killer, a toxic herbicide that comes with known health risks, it is commonly discovered by the military and was in Agent Orange, but it is still being used on crops, in parks, and was found in Egans Creek. 2,4-D at 0.0046 ug/L and 0.012 ug/L, at Egan Creek at Atlantic and at Sadler Rd on 06/07/17, respectively. FDEP found: Diuron is a white crystalline solid herbicide developed by Bayer in 1954. It is a powder. The primary hazard is the threat to the environment. Immediate steps should be taken to limit its spread to the environment. It can cause illness by inhalation, skin absorption and/or ingestion. It is used as a herbicide. Diuron at 0.0008 ug/L, at the first site only, Atlantic Street, in Egans Creek. FDEP found: Imidacloprid is an insecticide that was made to mimic nicotine. Nicotine is naturally found in many plants, including tobacco, and is toxic to insects. Imidacloprid is used to control sucking insects, termites, some soil insects, and fleas on pets. It has been used in products sold in the United States since 1994. Imidacloprid at 0.016 ug/L and 0.015 ug/L, at Egan Creek at Atlantic and at Sadler Rd on 06/07/17, respectively. FDEP found: Bentazon is a chemical manufactured by BASF Chemicals for use in herbicides. It is categorized under the thiadiazine group of chemicals. Bentazon at 0.0053 ug/L and 0.0058 ug/L, at Egan Creek at Atlantic and at Sadler Rd on 06/07/17, respectively. FDEP found: Fluridone is an organic compound that is used as aquatic herbicide often used to control invasive plants. It is sold under the names Sonar, Avast and Whitecap and is used in the United States to control hydrilla and Eurasian watermilfoil among other species. Fluridone at 0.0022 ug/L, at the first site only, Atlantic Street, in Egans Creek.



FDEP site for sampling toxics

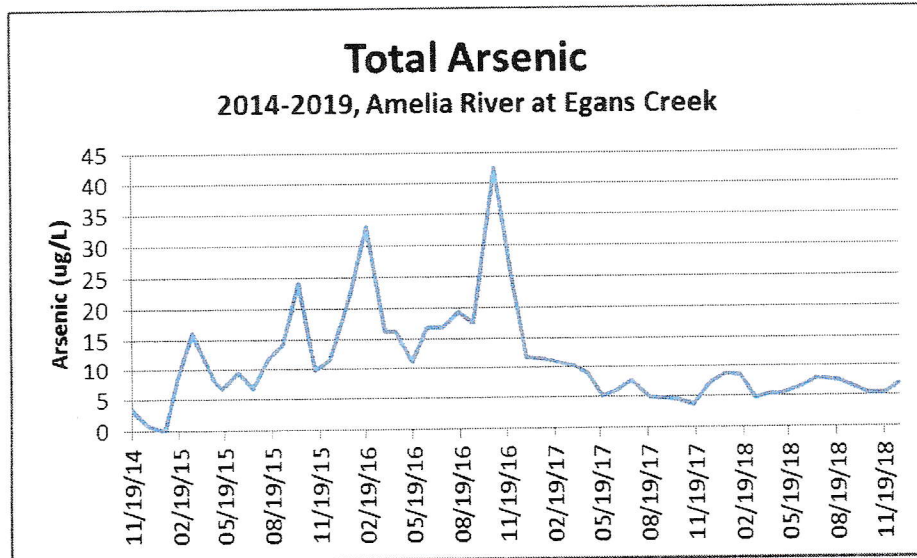
Elevated nutrients, metals and other physical properties

Nutrients, metals and other physical properties were elevated in Egans Creek

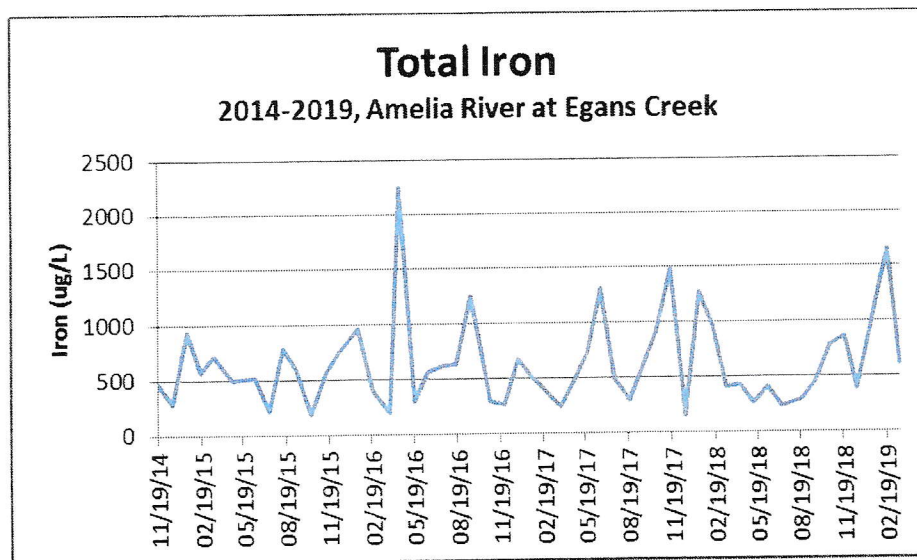
Egans Creek should be classified as “impaired.” But it is not listed as a TMDL on DEP website.

The samples in the graphs were taken by the St Johns River Water Management District

(SJRWMD) and analyzed by their laboratory. Samples taken and analyzed by MLI are mentioned in the text, as more of these analysis are finished they may be added in a separate section.

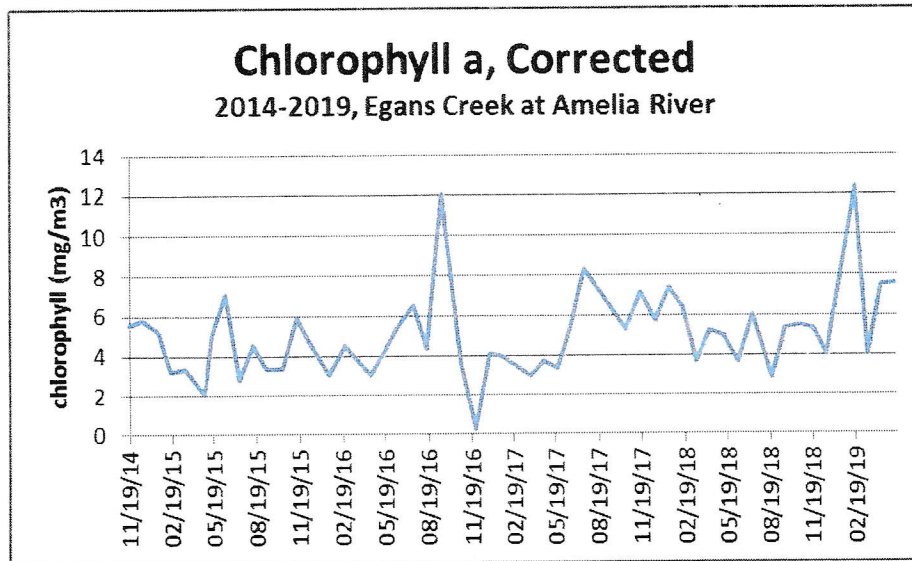


The average arsenic levels, for the period of record, for the Amelia River Egans Creek is below this level, this average is 11 ug/L. According to the Table 62-302.530: Surface Water Quality Standards, arsenic levels should be below 50 ug/ L (Florida Administrative Code 62-302.530, SJRWMD data).

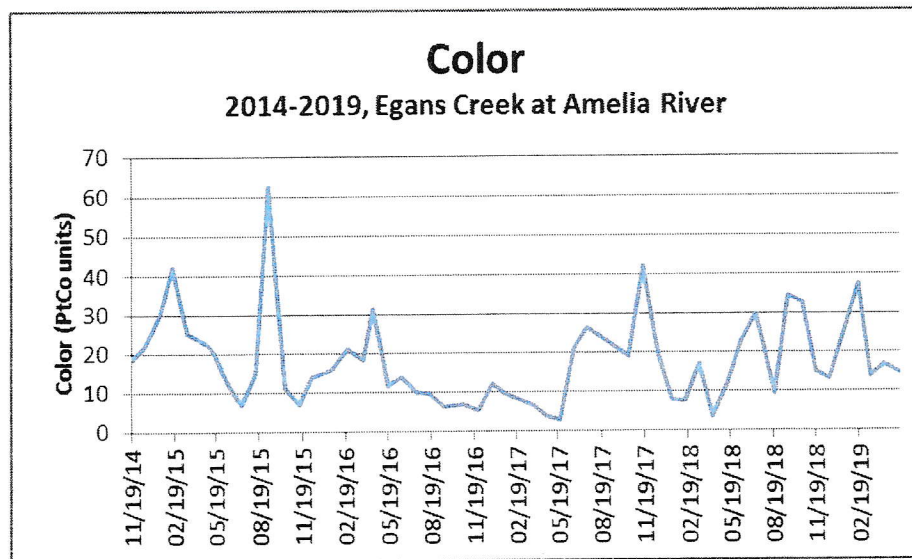


The average iron levels, for the period of record, for the Amelia River Egans Creek exceeds this level, this average is 632 ug/L. According to the Table 62-302.530: Surface Water Quality

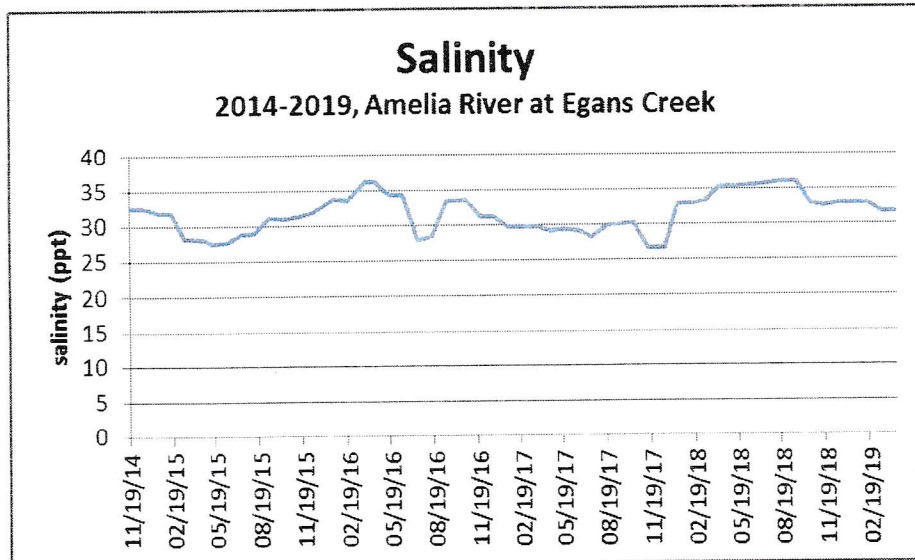
Standards, Iron levels should be below 300 ug/ L (Florida Administrative Code 62-302.530, SJRWMD data).



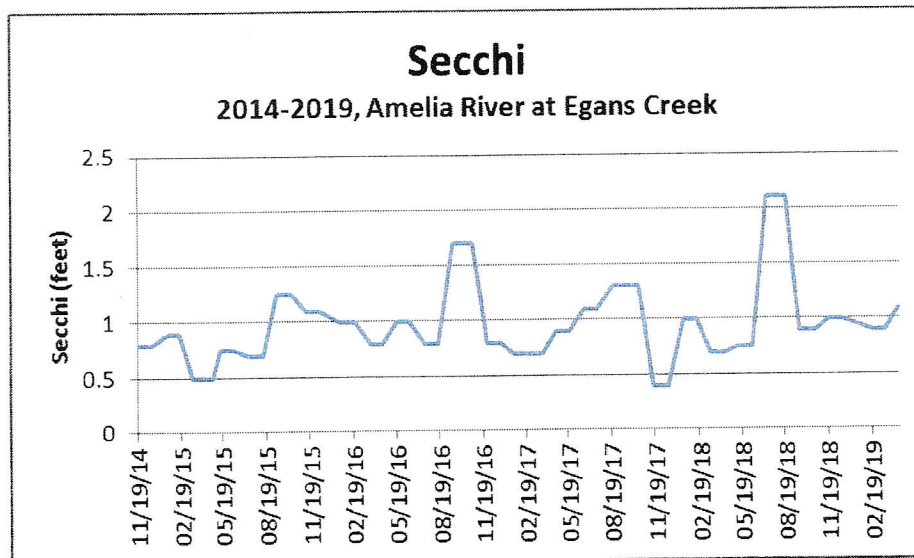
The chlorophyll was 29.1 mg/m3 in the sample collected by MLI in Egans Creek on 05/19/19. Florida LakeWatch considers values over 6 elevated or hypereutrophic and Florida's Numeric Nutrient Criteria cites waterbodies with values over 20 impaired (SJRWMD data).



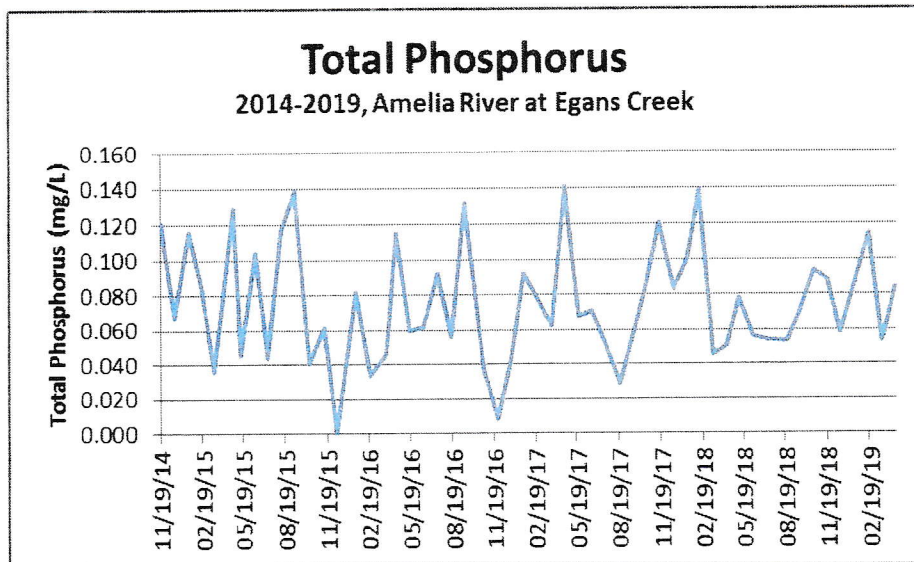
Color values over 40 are considered tannic, or 'black water' (SJRWMD data). The sample collected by MLI in Egans Creek on 05/19/19, at the above and below the Amelia Bluffs site, on Egans Creek, at the Beech and Hickory Street Bridges, also on the Greenway, upstream and downstream from the proposed site very tannic at 58.8 and 67.3 ptco units.



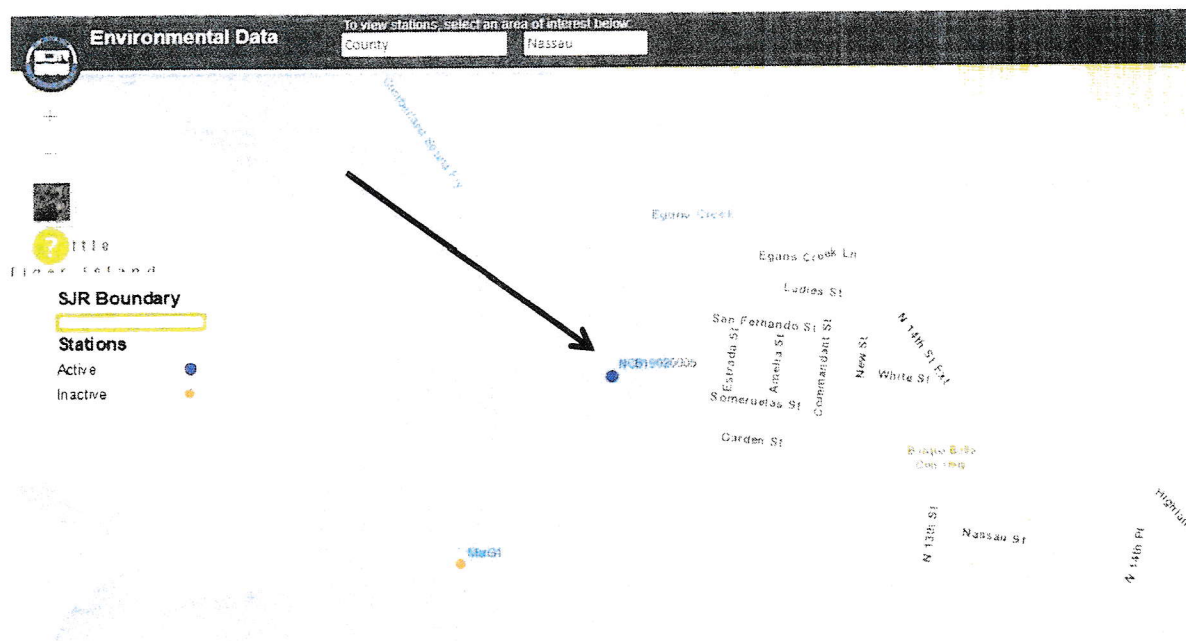
The water was very saline, not fresh (SJRWMD data). It is salt water but should be if the system should be fresh water if were in its natural state. According old aerial photography, channeling and straightening of Egan's Creek occurred before 1943. Spoil was deposited along the edges of the marsh. In the 1950s, coastal managers constructed mosquito control ditches throughout the Egan's Creek marshes (Coastal Engineering Lab 1958). The ditches extended well into the uplands, changing the drainage characteristics of the freshwater interdunal swale wetlands and introducing saltwater tidal influences. In 2007 a restoration project was begun with the SJRWMD.



Secchi is the depth at which a standard disc is visible. Values for this visibility averaged less than a foot. Many localities, like Missouri, the land of 10,000 lakes, do not allow swimming when the secchi is less than 3 feet (SJRWMD data).



Total phosphorous levels are frequently over the maximum NNC criteria
For streams in Peninsula Florida: TP < 0.12 mg/L (SJRWMD data).

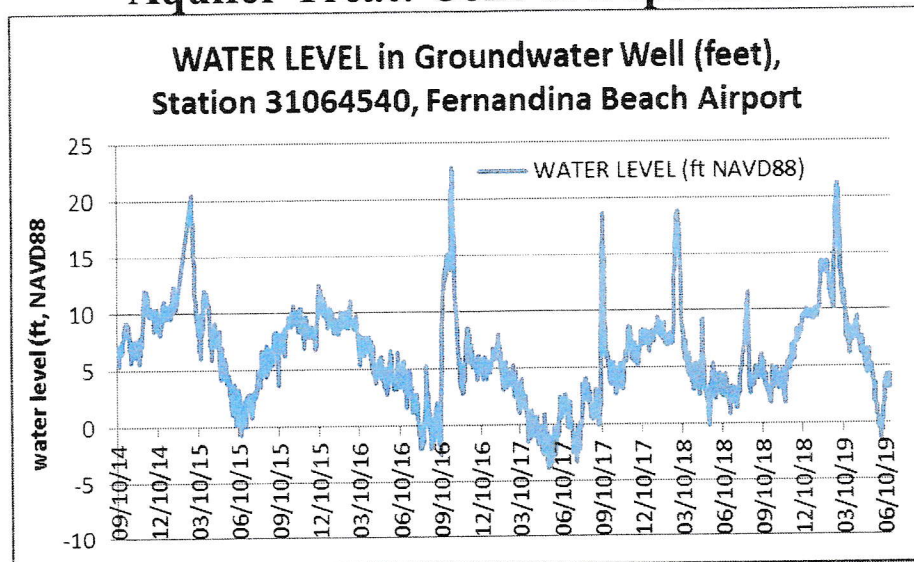


SJRWMD site for sampling nutrients, metals and other physical properties

Drinking water threat: pollutant loading

The shallow sandy holding ponds, as well as the underlying sands of the dune the development will sit upon, offer little treatment for dissolved pollutants in the urban stormwater of the proposed development. Surface discharges through thru 12 inch wide outfall pipe, into the wetlands will have little treatment as well. If we know the discharge volumes of each, we could quantify this impact, and this needs to be disclosed. Either way, it will add t the already pollutant laden stormwater in Egans Creek.

Aquifer Treat: Cone of Depression



The piezometric surface of the aquifer has varied by as much as 25 feet between readings over the past 5 years. This is an indication of stress (SJRWMD data).

Fernandina Beach Municipal Airport is a city-owned public-use airport located on Amelia Island three nautical miles south of the central business district of Fernandina Beach, in Nassau County, Florida. The graph of the water level in this well shows dramatic fluctuations indicating stress on the aquifer. Since groundwater pumping first began, water scientists have closely monitored subsurface “cones of depression” that have developed on the vicinity of the Amelia Island aquifer. Major cones of depression over the past 10 years or more have occurred in four specific Florida/Georgia locations including Fernandina Beach and Jacksonville, Florida, and St. Marys and Brunswick. Since 2011, groundwater withdrawals in the Fernandina Beach region appear to have stabilized with a much-reduced cone of depression; however, aquifer deficits are still nearly 70 feet below historic levels (Fort Clinch State Park, Approved Unit Management Plan, STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, Division of Recreation and Parks, August 2017).

Drinking water threat: Saltwater Intrusion

The USGS predicts that groundwater levels underlying Amelia Island will continue to decline. With the lowering of groundwater levels comes increased coastal saltwater intrusion into the Floridan aquifer. Saltwater intrusion already adversely affects the residents of the Fernandina Beach and Fort Clinch State Park. Potable groundwater used to be available from onsite wells that pumped freshwater from the surficial aquifer that at the time ranged between 20 feet to 120 feet in depth as well as from deeper units in the Upper Floridan. As early as the 1970s, the surficial at both of these locations had already shown significant signs of saltwater intrusion as measured by increased chloride levels. Chloride levels greater than 250 milligrams/liter (mg/l) exceed Florida’s primary drinking water standards for public supply (Florida Administrative Code 62-302.530). By the late 1990s, Fort Clinch’s groundwater quality precipitously declined to a point that the decision was made to cap all park supply wells and hook up to the Florida

Public Utility Commission of Fernandina Beach to receive its potable water (Fort Clinch State Park, Approved Unit Management Plan, STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, Division of Recreation and Parks, August 2017).

Saltwater intrusion as well as artificial ditching and draining can also negatively affect the freshwater ecology of natural communities (FNAI 2010). Small coastal islands such as Amelia at Fort Clinch can have an extremely limited diversity of freshwater wetland communities. On Amelia Island, the two important freshwater communities that make up surface wetlands are coastal interdunal swales and depression marshes have been impacted by Mosquito control ditches have considerably altered the natural topography and thus the freshwater wetlands of the park. The ditches connected all low-lying areas of the park and drained westward toward the marshes of Egan's Creek. With each tidal exchange, saltwater enters these fragile wetlands through these ditches. In 2007 a restoration effort began to restore the salt marsh and flows in the tidal basin of Egans Creek (Fort Clinch State Park, Approved Unit Management Plan, STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, Division of Recreation and Parks, August 2017).

The sample collected by MLI in Egans Creek on 05/19/19, at the above and below the Amelia Bluffs site, on Egans Creek, at the Beech and Hickory Street Bridges, also on the Greenway, upstream and downstream from the proposed site very saline at 29 and 16 parts per thousand (PPT) salinity. On June 26, 2019 these two stations showed similar results of 30 and 15 ppt. This indicates that the area between these two bridges, also the area where the proposed Amelia Bluffs development is planning its outfall is a mixing zone, where the salinity is already currently flux, possibly destabilizing the existing salt marsh. The unknown volume of discharge, both surface stormwater and seepage through the ponds will add to this.

Island Stability Threat

Considering the fragile and imperiled habitats on Amelia Island, the biggest risk from the proposed Amelia Bluffs Development is adding even more of these human pollutants. There will be greater volumes of stormwater runoff including bacteria, nutrients, heavy metals, herbicides and pesticides. This will further degrade the water quality. However, the hydrological change due to the proposed Amelia Bluffs Development will also have profound effects. By replacing the maritime forest with residential structures, impervious surfaces and manicured lawns stormwater runoff will increase. This runoff will be funneled by an elaborate stormwater system designed to concentrate the runoff into stormwater ponds along the ridge of the dune. The soils of this dune, soils in dune area, Kureb-Resota fine sands, have negligible absorption or treatment capacity. This stormwater will infiltrate downward inside the dune, destabilizing it while the deforested ridge will lack structural support from the roots of the logged trees, or physical resistance of the buffering capacity their limbs serve as a wind break. Erosion and sloughing off will reduce the once mighty ridge of rolling dunes into de-stabilizing fragile Dunes, like other topographic changes that have occurred on Amelia Island, on the east side, to opposite shore of Egans Creek called the "walking dune", which was destabilized by a similar residentially development east of the park.

The Amelia Bluff development will have adverse water quality, quantity and geological impacts of the proposed development of 6.4 acres of Conservation land. Post-development the natural

vegetation will be replaced, with roof tops, road and driveway paving; natural vegetation will be destroyed to plant lawns and landscaping; there will be runoff to the waterway from fertilizer, herbicides, and pesticides applied by homeowners. In sum, discharge from the development will further degrade the Greenway waters. If the storm water runoff detention area has a sand bottom, there is virtually no treatment for exfiltration runoff. The existing site hydrology with maritime forest vegetation is significantly more beneficial for the health of the waterway.

The section including calculations of the expected runoff from the home sites IS STILL BEING CALCULATED.



amelia tree conservancy

EAR Legislative Mandates Comp Plan/LDC Working Group Report June 6, 2020
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Introduction: Our Context

In spring 2019 a series of four **EAR public input** sessions were held in preparation for revision of the Fernandina Beach Comprehensive Plan. These sessions were well attended and there was a great deal of consistency in the input provided by participants. The most dominant concerns were:

- **Overdevelopment and its implications:** This was the dominant concern. Participants focused on the following implications:
 - Exceeding the carrying capacity of the island, resulting in inability to evacuate in hurricanes, heavy traffic, etc.
 - Loss of quality of life
 - Loss of the character (“sense of place”) of the City, which impacts social and economic sustainability
 - Loss of the trees that we rely on to moderate our temperature and protect us from wind damage, erosion, flooding, etc.
 - The need for multi-modal transportation
- The need for affordable housing
- Noise and litter from the 24-hour-a-day flow of trucks through the historic district to the port and WestRock, impacting small businesses.

These concerns were reported in the notes for each session (which, unfortunately, are no longer on the Planning and Conservation web page) and to some extent in the final EAR report. They reflect the perspective of the community, although they have grown dim in the Northeast Florida Regional Council data and analysis for the mandated elements.

Because Fernandina Beach is located on a barrier island, we do not have the luxury of unlimited expansion. Roads cannot be increased in number or size and we cannot simply add land to our jurisdiction at will. Most importantly, parcel development must be limited to what our environment can support without eroding sustainability and resiliency. Based on the “peril of flood” and the water supply mandated elements, it seems clear that the State understands this. We also know that we are not expected to grow in size; rather, we can expect gradual redevelopment and infill. In order to plan, we must know the **carrying capacity** of the City and island and manage growth within those limitations.

In the past few years, most of us have realized the severity of the impacts of climate change and sea level rise and how this relates to our barrier island. **Environmental sustainability and resiliency** are crucial and our circumstances necessitate researched-based action. The “peril of flood” and water supply mandates seem to communicate this from the State as well. Our



**EAR Legislative Mandates
Comp Plan/LDC Working Group Report
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resiliency and our social and economic sustainability on this island depend on how we manage our environmental sustainability and ecological resiliency. At this point in time, we must generate the foresight and courage to prepare well for the future.

The City has begun to prepare for the future through land conservation, dune renourishment and protection, improved stormwater management, upgraded building standards to conform to FEMA updates, changing the design of the marina and constructing a sea wall to protect the downtown. However, to prepare well for the future, we need to utilize all of the research available. Over the past couple of years, the County has been studying our environment in relation to floodplain resiliency and land conservation by pulling in a variety of experts from the State, University of Florida and a range of areas of expertise. The report on this work should be available soon. Most recently, Phase II of their Vulnerability Assessment study was completed and presented to County Commissioners by the Balmoral Group. These data include Fernandina Beach and are highly relevant. We need to incorporate this data into our planning and make a far greater effort to work with Nassau County, the State and the federal government.

As always, there are many things we need to do, but now it is critical that we at least focus on the following to optimize our future:

- Protect primary and secondary dunes as well as relic dunes within proximity of creeks and wetlands
- Protect wetlands, marshes and creeks
- Protect and expand our green infrastructure
- Protect the historic district from flooding
- Conserve habitat and wildlife corridors
- Optimize stormwater management
- Adapt our conceptualization of future land use and the associated strategies to fit current realities
- Continue to update building standards using sustainable design to meet current needs

We will address these points along with others related to recent changes in our input on the overall Comprehensive Plan.

The Comp Plan/LDC Working Group is a group of community volunteers interested in providing input for both the Fernandina Beach and Nassau County comprehensive plans and land development codes. It was organized by Margaret Kirkland under the auspices of Amelia Tree Conservancy, although members perceive themselves as concerned citizens representing their community. In the research process we have garnered information from a number of experts in our community. This report responds to the proposed Northeast Florida Regional Council (NEFRC) text addressing the three legislative comprehensive plan mandates.



“Seasonal Population”

Data and Analysis:

The “Seasonal Population” updates proposed by NEFRC constitute a step in the right direction in responding to this mandate, but as a community located on a barrier island with a finite carrying capacity and the need to prepare for storm surge and sea level rise, we feel the community needs far greater protection. Many of the other coastal communities around the state have been built out to a point where they are no longer environmentally sustainable in the face of storm surge and sea level rise. They have also lost all character and uniqueness. Our community would prefer smarter growth that contributes to quality of life and environmental, social and economic sustainability as opposed to greatly increasing densities that destroy the protection we depend on for our sustainability and resiliency—our environment. For this reason, we feel that it is critical that we maintain a conservative balance between our permanent and seasonal residents. It is, after all, essential to have sufficient permanent residents to maintain a community and a functional local government.

The following notes present commentary on the data and analysis provided by NEFRC and provide a foundation for the recommendations to follow. Paragraph headers in red indicate recommended additions while those in black indicate comments or edits of NEFRC recommendations.

- **Clarity:** All objectives and policies must be crystal clear. Currently, the language resembles that of our current Comprehensive Plan, which is interpreted as unenforceable.
- **Excerpt from Part 2, Section 3: 3) FLUM Line 203:** **“Almost half (42%) of the City is held in conservation or recreational land use.”** (NEFRC Data and Analysis)
Combining conservation and recreational land use is a misrepresentation that has been used to argue that the city doesn’t need more conservation land. A grass ball field with grass that has roots 2 inches long does not prevent erosion or contribute to sustainability like trees or even native grasses with extensive root systems. According to the NEFRC Data and Analysis, the actual amount of conservation land is approximately 17%, and it must be clear that these categories are not the same.
- **Carrying capacity:** Before we move further with development, we need to understand the carrying capacity of the city and the island. Fernandina Beach and the unincorporated part of the island are almost completely built out. The rapid pace of development in recent years means that we are either close to or have exceeded our carrying capacity. This must be studied and adhered to with the current storm surge and sea level rise threats to the sustainability of the city and island and to our resiliency. Overdevelopment and carrying



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capacity were the most dominant concern in the EAR public input sessions in 2019. Carrying capacity must be determined prior to further development.

- **Current data:** The data do not consider our current reality. In recent months, completion of Phase II of the Nassau County Vulnerability Study (See Attachment.) has provided updated data on the vulnerability of Amelia Island that must be considered in the Comp Plan. The County also undertook a year-long study of floodplain resiliency and conservation that included experts from throughout the state. The report on this latter study should be available very soon. This research also must be reflected in any analysis.
- **Seasonal populations:** No data are included related to permanent residents or the three seasonal populations: hotel/motel occupants, short-term rentals, and occupancy of second homes. To make any specific statements regarding this, we need current reliable data, including representation of the new hotels being built, which are quite large for the size of the city and island. If we do not have this data, we can only say that these studies must be conducted.
- **2019 EAR Public Input:** Citizen input from the April 2019 public input sessions was quite strong and clear, and the numbers were impressive. In this analysis and draft, that input has been greatly diminished.

Policy Recommendations:

The following policy recommendations include edits and additions to the Future Land Use Element recommendations proposed by NEFRC. Our edits and additions appear in red.

- **Future Land Use Policy 1.02.04:**
Decisions on amendments to the FLUM ~~shall~~ **must** be based on an analysis of the suitability and compatibility of the proposed use, based on the following factors:
 - a. Type and density or intensity of surrounding uses;
 - b. Zoning districts in the surrounding area;
 - c. Demonstration of adequate water supply and water supply facilities;
 - d. Appropriateness of the size of the parcel compared to the proposed use;
 - e. Physical condition of the site, and the suitability of soils and topography for the proposed use;
 - f. Suitability of the site based on the presence or absence of natural resources, environmentally sensitive lands, **wildlife habitat or corridors**, flood zones, or historic resources;



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- g. Compatibility factors; [What does this mean?]
- h. Impact on adopted levels of service standards and quality of service standards; and
- i. Location in a Coastal Upland Protection Zone (CUPZ); and
- j. The community vision and ~~allowing for the operation of real estate markets to provide adequate choices for permanent and seasonal residents and business~~ **analysis of the city and island real estate market for permanent residents, seasonal residents and businesses.** This analysis must ~~analyze~~ **include** at least three aspects of seasonal population: hotel/motel occupants, short-term rentals, and occupancy of second homes. **Maintaining the current balance between permanent residents and seasonal residents is critical to the “community vision” of the City, to the future “sense of place” and social and economic sustainability of the City. (See Policy 1.02.16 below.)**
- k. Consistency with the environmental, social, and economic sustainability and resiliency standards of the island (Policy 1.02.14)
- l. Consistency with the carrying capacity of the City and island (Policy 1.02.15)

- **Policy 1.02.14:**

Based on thorough research, the City Planning and Conservation Department and the County Planning and Economic Opportunity Department must develop environmental, social and economic sustainability and resiliency standards for Amelia Island, including Fernandina Beach, by June 1, 2021. No new development of undeveloped parcels may be approved until these standards have been codified and approved by the City Commission.

- **Policy 1.02.15:**

Based on thorough research, the City Planning and Conservation Department and the County Planning and Economic Opportunity Department must develop standards for the carrying capacity of Amelia island and Fernandina Beach by December 30, 2021. No new development of undeveloped parcels may be approved until these standards have been codified and approved by the City Commission.

- **Policy 1.02.16:**

The City Planning and Conservation Department and the County Planning and Economic Opportunity Department must analyze the real estate market in the City and on Amelia Island to ensure that there are adequate choices for permanent residents, seasonal residents and businesses within the limits of the carrying capacity and sustainability and resiliency standards of the City and island by March 30, 2022. (At least three aspects of the seasonal population must be included in the analysis: hotel/motel occupants, short-term rentals, and occupancy of second homes.)



“Peril of Flood”

Data and Analysis:

The “peril of flood” updates proposed by NEFRC constitute major improvements in this area, but we believe they can go further. The following data and analysis notes relate to the subsequent edits and additions to those provided by NEFRC. Paragraph headers in red indicate recommended additions while those in black indicate edits of or commentary on NEFRC recommendations.

- **Policy 5.02.08 (REVISED):** We have little existing construction east of the Coastal Construction Control Line and therefore can prohibit new construction in this area since it would inhibit natural dune development and create additional damage and debris in the event of a hurricane.
- **Policy 5.03.18:** This edit simply serves as a reminder that our marshes are tidal and will be impacted by climate events.
- **Policy 5.03.19:** This edit simply adds further specificity.
- **Policy 5.03.23:** In an era of climate change, this addition ensures that zoning maps and the FLUM reflect reality and inform the public and staff in as accurate a manner as possible.
- **Policy 5.03.24:** Because Amelia Island is a barrier island, clear standards promoting environmental sustainability and resiliency must be established and updated regularly. These standards must be communicated to the public. Since Amelia Island is one geological and environmental entity, it is critical that such policies be uniform for the entire island.
- **Policy 5.03.25:** It has been established by prior research by FDEP, SJRWMD and McGlynn Labs (See McGlynn Labs report in Attachment) that Egans Creek and the marsh known as Escambia Slough (the marsh east of the port and south of WestRock) are polluted by E.Coli, pesticides, herbicides and other substances. Residents fish in these waters, and in a storm event, these substances could be spread through nearby neighborhoods of the City and beaches as a result of storm surge and flooding. FDEP has established a water body identification (WBID) for these sites and testing will be conducted by the State. The City and County need to explore State and federal support and develop a cleanup plan.
- **Policy 5.03.26:** As a result of sea level rise (as documented by the city), threat of surge and potential changes in storm patterns, it is important that the City expand its required buffers around wetlands and bodies of water. It is important that these buffers be measured horizontally because buffers with a significant grade do not function as intended.
- **Policy 5.3.27:** It is essential that the City educate the population regarding the challenges and responsibilities of living on a barrier island. This lack of understanding constitutes a hazard during storm events and often results in residents impacting the sustainability and resiliency of the City. This should involve distribution of brochures, newspaper articles, and



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information available on the City web site and social media. Periodic informational meetings could also be scheduled.

- **Policy 5.03.28:** In the past, ordinances have been changed that negatively impacted the City's FEMA Community Rating for flood insurance because of lack of sufficiently careful review. We therefore need to lay a foundation to ensure careful consideration of flood-related decisions in the future.
- **Policies 5.03.29-5.03.34:** These policies strengthen the City's flood-related policies by aligning them more closely with the Code of Federal Regulation (CFR).
- **Policy 5.04.08. (REVISED):** Since the state seems to be trying to get development out of the Coastal High Hazard Area (Refer to the Storm Surge map available on County Appraisers maps under Public Safety), the City should prohibit new construction in the Coastal High Hazard Zone. Objective 5.04 and several policies mention directing population away from this area. Conservation of this land would contribute to environmental sustainability and resiliency. This would include the CHHZ low-lying parcels on the coast, around Egans Creek and Escambia Slough and low-lying parcels close to the river.

OBJECTIVE 5.04. COASTAL HIGH HAZARD AREAS (CHHA)

The City shall protect property, residents, and visitors within the Coastal High Hazard Area. Protection shall be provided through appropriate designations on the Future Land Use Map to ensure that population is directed away from the coastal high hazard area, limitations on construction of infrastructure in the Coastal High Hazard Area, and coordination with hazard mitigation and post-disaster plans.

Refer also to Policy 5.04.05, Policy 5.04.05 and Objective 5.3 revisions.

Policy recommendations:

The following policy recommendations include edits and additions to the recommendations proposed by NEFRC. Our edits and additions appear in red.

- **Policy 5.02.08 (REVISED)**
The City shall must coordinate with DEP in evaluating **and updating** the location of the Coastal Construction Control Line (CCCL) and must ~~require that any construction activities seaward of the CCCL established pursuant to Chapter 161.058 be consistent with statutory provisions.~~ **prohibit new construction east of the CCCL.**
- **Policy 5.03.18**
The City must continue to upgrade stormwater infrastructure through drainage improvements, installation of tidal backflow preventers, and seawall/bulkhead repair in addition to sustainable flood management actions such as installation of bioswales, recharge through drainage wells, use of pervious pavement, maintenance of natural



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preserve and open space areas, and protection of tidal beaches and marshes that will be adaptable to future climate events.

- **Policy 5.03.19**

The City must consider purchasing properties in areas most vulnerable to destructive storm surge and flooding for recreational uses and open-space land conservation, subject to available financial resources and funding priorities. Transfer of development rights and acquisition by a land trust are among the options for consideration.

- **Policy 5.03.23**

Every two years, the Planning and Conservation Department must review its Zoning and FLUM maps for accuracy and consistency with current environmental conditions.

- **Policy 5.03.24**

The City and Nassau County must develop uniform environmental sustainability and resiliency standards for Amelia Island by May 31, 2021. Among other elements, this plan must include land conservation, identification of lands and those critical to sustainability, policies regarding development, and grants acquisition strategies. The Planning and Conservation Department and the Department of Planning and Economic Opportunity shall coordinate the project, reporting to their respective planning boards and Commissioners. The City must incorporate Nassau County research on floodplain resiliency and vulnerability into its planning strategies and processes.

- **Policy 5.03.25**

The City must work with Nassau County, FDEP and the federal government to develop a concrete plan to clean up E.Coli, pesticides, herbicides and other pollutants in Egans Creek and Escambia Slough.

- **Policy 5.03.26**

The City must incorporate into its Land Development Code regulations to require at least a 50-foot horizontal buffer around wetlands and at least a 100-foot horizontal buffer along bodies of water.

- **Policy 5.03.27**

The Planning and Conservation Department, the Stormwater Management Director and the Building Director/Floodplain Manager must develop a multi-pronged program to



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educate residents on the challenges and responsibilities of living on a barrier island by May 30, 2021.

- **Policy 5.03.28**

Any ordinance or ordinance change that has the potential to negatively impact the City's FEMA Community Rating for flood insurance must be reviewed by the City's Floodplain Manager prior to presentation to City Commissioners and requires a unanimous vote of the City Commission to be passed. The City's Floodplain Manager must confer with the FEMA Community Rating System Coordinator regarding the implications of the change under consideration.

- **Policy 5.03.29**

The City must strive to improve its flood rating on the FEMA Community Rating System.

- **Policy 5.03.30**

The City must encourage all critical facilities utilizing hazardous chemicals reportable on MSDSs (or SDSs) to relocate the storage, disposal or transfer of those materials outside Coastal High Hazard Areas as identified in Zones V or SHFA on the most recent National Flood Insurance Maps.

- **Policy 5.03.31**

Any construction or expansion of critical facilities within the Zone V or SHFA must submit as-built elevation certifications from a professional engineer to the Floodplain Manager upon the completion of all projects.

- **Policy 5.03.32**

Any exception or variance to the community's flood ordinances must require the approval of the Federal Insurance Administrator in accordance with CFR 60.6 (b)(2).

- **Policy 5.03.33**

Flood ordinances must be legally-enforceable, applied uniformly throughout the community to all privately and publicly owned land within flood-prone areas in compliance with CFR 60.1(b)

- **Policy 5.03.34**

Flood ordinances must provide that the flood regulations take precedence over any less restrictive conflicting local laws, ordinances or codes in compliance with CFR 60.1 (b).



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- **Policy 5.04.08. (REVISED)**

The City shall ~~continue to allow development within the CHHA; however, the City shall direct population concentrations, including nonresidential development, away from the CHHA except within the Community Redevelopment Area.~~ **must prohibit new development in the CHHA.** Development and/or redevelopment in the CHHA shall not increase the intensity currently allowed by the Comprehensive Plan.

Water Supply Facilities Work Plan

Data and Analysis:

The Water Supply Facilities Work Plan (WSFWP) proposed by Northeast Florida Regional Council (NEFRC) significantly strengthens this aspect of the Comprehensive Plan. We do believe, however, that it will be stronger if accountability aspects of the tasks are clearly defined (e.g. whose responsibility it is to complete a task).

The addition recommended below will contribute to water conservation and simply updates the existing intent.

Policy recommendations:

We recommend one addition to Exhibit B from Comprehensive Plan Policy 4.03.10, with the following edits (in red).

Policy 4.03.10.

The City ~~shall provide incentives for~~ **must require** new residential and nonresidential development ~~that~~ to incorporate low impact development strategies and use ~~of~~ native, drought tolerant or Florida Friendly landscaping ~~including, but not limited to, density bonuses, expedited permit review or reduced water and wastewater impact fees.~~

Questions and comments related to this report should be addressed to kirkland.mrk@gmail.com for distribution to the entire group.

Respectfully submitted,

Beth Foster, Pam Green, Lauree Hemke, Betsie Huben, Christine Joblon, Ann Kemp, Margaret Kirkland, Alexandra Lajoux, Pat Quealy Moore, Helen Perry, and Shameera Wiest

Comp Plan/LDC Working Group

July 6, 2020



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Introduction: Our Context

In spring 2019 a series of four **EAR public input** sessions were held in preparation for revision of the Fernandina Beach Comprehensive Plan. These sessions were well attended and there was a great deal of consistency in the input provided by participants. The most dominant concerns were:

- **Overdevelopment and its implications:** This was the dominant concern. Participants focused on the following implications:
 - Exceeding the carrying capacity of the island, resulting in inability to evacuate in hurricanes, heavy traffic, etc.
 - Loss of quality of life
 - Loss of the character (“sense of place”) of the City, which impacts social and economic sustainability
 - Loss of the trees that we rely on to moderate our temperature and protect us from wind damage, erosion, flooding, etc.
 - The need for multi-modal transportation
- The need for affordable housing
- Noise and litter from the 24-hour-a-day flow of trucks through the historic district to the port and WestRock, impacting small businesses.

These concerns were reported in the notes for each session (which, unfortunately, are no longer on the Planning and Conservation web page) and to some extent in the final EAR report. They reflect the perspective of the community, although they have grown dim in the Northeast Florida Regional Council data and analysis for the mandated elements.

Because Fernandina Beach is located on a barrier island, we do not have the luxury of unlimited expansion. Roads cannot be increased in number or size and we cannot simply add developable land to our jurisdiction at will. Most importantly, parcel development must be limited to what our environment can support without eroding sustainability and resiliency. Based on the “peril of flood” and the water supply mandated elements, it seems clear that the State understands this, particularly since it is a common phenomenon in Florida. We also know that we are not expected to grow in size; rather, we can expect gradual redevelopment and infill. In order to plan, we must know the **carrying capacity** of the City and island and manage growth within those constraints, planning for the hazards that we face.

In the past few years, most of us have realized the severity of the impacts of climate change and sea level rise and how this relates to our barrier island. **Environmental sustainability and resiliency** are crucial and our circumstances necessitate researched-based action. The “peril of



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flood” and water supply mandates seem to communicate an awareness of this at the State level as well. Our resiliency and our social and economic sustainability on this island depend on how we manage our environmental sustainability and ecological resiliency. At this point in time, we must generate the foresight and courage to prepare well for the future.

The City has begun to prepare for the future through land conservation, dune renourishment and protection, improved stormwater management, upgraded building standards to conform to FEMA updates, changing the design of the marina and constructing a sea wall to protect the downtown. However, to prepare well for the future, we need to utilize all of the research available. Over the past couple of years, the County has been studying our environment in relation to floodplain resiliency and land conservation by convening a variety of experts from the State, University of Florida and nonprofits with a range of expertise. The report on this work should be available soon. Most recently, Phase II of their Vulnerability Assessment study was completed and presented to County Commissioners by the Balmoral Group. These data include Fernandina Beach and indicate that we are vulnerable to even a Category 1 hurricane storm surge, which will be exacerbated by sea level rise. The report also includes impacts on cultural resources, areas of poverty and areas where septic systems are in use. We need to incorporate this data into our planning and make a far greater effort to work with Nassau County, the State and the federal government.

As always, there are many things we need to do, but now it is critical that we at least focus on the following to optimize our future:

- Protect primary and secondary dunes as well as relic dunes within proximity of creeks and wetlands
- Protect wetlands, marshes and creeks
- Protect and expand our green infrastructure, our canopy
- Protect the historic district from flooding
- Conserve habitat and wildlife corridors
- Optimize stormwater management
- Adapt our conceptualization of future land use and the associated strategies to fit current realities
- Continue to update building standards using sustainable design to meet current needs

The Comp Plan/LDC Working Group will address these points along with others related to recent contextual changes in our input on the overall Comprehensive Plan.

The Comp Plan/LDC Working Group is a group of community volunteers interested in providing input for both the Fernandina Beach and Nassau County comprehensive plans and land development codes. It was organized by Margaret Kirkland under the auspices of Amelia Tree



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Conservancy, although members perceive themselves as concerned citizens representing their community. In the research process we have garnered information from a number of experts in our community. This report responds to the proposed Northeast Florida Regional Council (NEFRC) text addressing the three legislative comprehensive plan mandates, which is posted to the Planning & Conservation Department web site under Evaluation and Appraisal Review (EAR) (<http://www.fbfl.us/1013/Evaluation-and-Appraisal-Review-EAR>).

“Seasonal Population”

Data and Analysis:

The “Seasonal Population” updates proposed by NEFRC constitute a step in the right direction in responding to this mandate, but as a community located on a barrier island with a finite carrying capacity and the need to prepare for storm surge and sea level rise, we feel the community needs far greater protection and more data to support policy formulation. Many of the other coastal communities around the state have been built out to a point where they are no longer environmentally sustainable in the face of storm surge and sea level rise. They have also lost all character and uniqueness. Our community would prefer smarter growth that contributes to quality of life and environmental, social and economic sustainability, as opposed to greatly increasing densities that destroy the protection we depend on for our sustainability and resiliency—our environment. For this reason, we feel that it is critical that we maintain a conservative balance between our permanent and seasonal residents. It is, after all, essential to have sufficient permanent residents to maintain a community and a functional local government.

The following notes present commentary on the data and analysis provided by NEFRC and provide a foundation for the recommendations to follow. Paragraph headers in red indicate recommended additions while those in black indicate comments or edits of NEFRC recommendations.

- **Clarity:** All objectives and policies must be crystal clear. Currently, the language resembles that of our current Comprehensive Plan, which has been interpreted as unenforceable.
- **2019 EAR Public Input:** Citizen input from the April 2019 public input sessions was quite strong and clear (refer to highlights in the introduction), and the numbers were impressive. In this analysis and draft, that input has been greatly diminished.
- **Excerpt from Part 2, Section 3: 3) FLUM Line 203: “Almost half (42%) of the City is held in conservation or recreational land use.”** (NEFRC Data and Analysis)



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Combining conservation and recreational land use is a misrepresentation that has been used in Fernandina Beach to argue that the city doesn't need more conservation land. A grass ball field with grass that has roots 2 inches long does not prevent erosion or contribute to sustainability like trees or even native grasses with extensive root systems. According to the NEFRC Data and Analysis, the actual amount of conservation land is approximately 17%, and it must be clear that these categories are not the same.

- **Future Land Use Policy 1.02.04:** Note that this “policy” probably should be an objective that identifies a clear, mutually-exclusive list of factors appropriate to the context of Fernandina Beach. This should be followed by a list of policies addressing each factor with a methodology for assessing that factor. If these methodologies are not currently part of City policy, the policy must specify that assessment tools must be developed within a particular time frame. A methodology for assessing each factor and for weighting them must be included.
- **Policy 1.02.14: Current data & the need for sustainability and resiliency standards:** The data in the NEFRC response to this mandate do not consider our current reality. In recent months, completion of Phase II of the Nassau County Vulnerability Study (See Attachment.) has provided updated data on the vulnerability of Amelia Island that must be considered in the Comp Plan. Based on this study, Amelia Island is highly vulnerable to storm surge from even a Category 1 hurricane. Sea level rise exacerbates that hazard. The County also undertook a year-long study of floodplain resiliency and conservation that included experts from throughout the state. The report on this latter study should be available very soon and also must be reflected in any analysis. Based on this and existing NOAA and FEMA data, Fernandina Beach and Nassau County need to develop concrete standards for maximizing sustainability and community resiliency on the island. Because the island has been built out dramatically in recent years, changes in individual parcels now impact sustainability and resiliency. As a result, the City will need a pause in new development of undeveloped parcels in certain areas and of certain types: parcels in the CHHA and CUPZ, parcels east of the CCCL and all parcels with 30% or more canopy.
- **Policy 1.02.15: Carrying capacity:** Before we move further with development, we need to understand the carrying capacity of the city and the island in light of the hazards we face. Fernandina Beach and the unincorporated part of the island are almost completely built out. The rapid pace of development in recent years means that we are either close to or have exceeded our carrying capacity. Some environmental experts in our community believe that we have already exceeded the island's carrying capacity. This must be studied and standards need to be developed that address the storm surge and sea level rise hazards that threaten the city and island and our resiliency. Overdevelopment and carrying capacity were the most dominant concern in the EAR public input sessions in 2019 (refer to



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highlights in the introduction). Effective policies and strategies for addressing these hazards must be determined very soon.

- **Policy 1.02.16: Seasonal populations:** No data are included in the NEFRC analysis related to permanent residents or the three seasonal populations: hotel/motel occupants, short-term rentals, and occupancy of second homes. While the Growth Trends study of the County (attached) contains some data, it does not address the categories in this mandate. To make any specific statements regarding this, we need current reliable data, including representation of the new hotels being built, which are quite large for the size of the city and island. If we do not have this data, we can only say that these studies must be conducted.

Policy Recommendations:

The following policy recommendations include edits and additions to the Future Land Use Element recommendations proposed by NEFRC. Our edits and additions appear in red.

- **Future Land Use Policy 1.02.04:** [Note that this “policy” probably should be expressed as an objective. The policy needs to be that a clear, mutually-exclusive list of factors appropriate to the context of Fernandina Beach must be developed along with the methodology for assessing each factor and weighting them.]

Decisions on amendments to the FLUM ~~shall~~ **must** be based on an analysis of the suitability and compatibility of the proposed use, based on the following factors:

- a. Type and density or intensity of surrounding uses;
 - b. Zoning districts in the surrounding area;
 - c. Demonstration of adequate water supply and water supply facilities;
 - d. Appropriateness of the size of the parcel compared to the proposed use;
 - e. Physical condition of the site, and the suitability of soils and topography for the proposed use;
 - f. Suitability of the site based on the presence or absence of natural resources, environmentally sensitive lands, **wildlife habitat or corridors**, flood zones, or historic resources;
 - g. Compatibility factors;
 - h. Impact on adopted levels of service standards and quality of service standards; ~~and~~
 - i. Location in a Coastal Upland Protection Zone (CUPZ); ~~and~~
 - j. The community vision and ~~allowing for the operation of real estate markets to provide adequate choices for permanent and seasonal residents and business~~ **analysis of the city and island real estate market for permanent residents, seasonal residents and businesses.**
- This analysis must ~~analyze~~ **include** at least three aspects of seasonal population:



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hotel/motel occupants, short-term rentals, and occupancy of second homes. (See Policy 1.02.16 below.)

k. Consistency with the environmental, social, and economic sustainability and resiliency standards of the island (Policy 1.02.14)

l. Consistency with the carrying capacity of the City and island in addressing current hazards. (Policy 1.02.15)

- **Policy 1.02.14:**

Based on thorough research, the City Planning and Conservation Department and the County Planning and Economic Opportunity Department must develop concrete standards for maximizing sustainability and community resiliency on Amelia Island, including Fernandina Beach, by June 1, 2021. These standards are necessitated by storm surge, sea level rise, and flooding hazards on this barrier island. During this process of standard development and continuing through Commission approval, a renewable six-month temporary moratorium must be placed on new development of undeveloped parcels, particularly those parcels in the CHHA and CUPZ, parcels east of the CCCL and all parcels with 30% or more canopy.

- **Policy 1.02.15:**

Based on thorough research, the City Planning and Conservation Department and the County Planning and Economic Opportunity Department must develop standards for the carrying capacity of Amelia island and Fernandina Beach by December 30, 2021. No new development of undeveloped parcels may be approved until these standards have been codified and approved by the City Commission.

- **Policy 1.02.16:**

The City Planning and Conservation Department and the County Planning and Economic Opportunity Department must analyze the real estate market in the City and on Amelia Island to ensure that there are adequate choices for permanent residents, seasonal residents and businesses within the limits of the physical constraints of the island and sustainability and resiliency standards of the City and island by March 30, 2022. (At least three aspects of the seasonal population must be included in the analysis: hotel/motel occupants, short-term rentals, and occupancy of second homes.)

“Peril of Flood”

Data and Analysis:



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The “peril of flood” updates proposed by NEFRC constitute major improvements in this area, but we believe they can go further. The following data and analysis notes relate to the subsequent edits and additions to those provided by NEFRC. Paragraph headers in red indicate recommended additions while those in black indicate edits of or commentary on NEFRC recommendations.

- **Policy 5.02.08 (REVISED):** Periodic updates of the location of the CCCL need to be coordinated with DEP and incorporated into our GIS mapping. Based on this legislative mandate and other Goal 5 policies, there is an apparent effort to direct populations and density away from storm surge, sea level rise and flood hazards. Perhaps the City should prohibit new construction east of the CCCL since it will inhibit natural dune development and create additional damage, debris and expense in the event of a hurricane.
- **Policy 5.03.18:** This edit simply serves as a reminder that our marshes are tidal and will be impacted by climate events. In fact, surge will advance primarily through the marshes.
- **Policy 5.03.19:** This edit simply adds further specificity.
- **Policy 5.03.23:** In an era of climate change and sea level rise, this addition ensures that zoning maps and the FLUM reflect reality and inform the public and staff in as accurate a manner as possible.
- **Policy 5.03.24:** Because Amelia Island is a barrier island, clear standards promoting environmental sustainability and resiliency must be established and updated regularly. These standards must be communicated to the public. Since Amelia Island is one geological and environmental entity, it is critical that such policies be uniform for the entire island.
- **Policy 5.03.25:** It has been established by prior research by FDEP, SJRWMD and McGlynn Labs (See McGlynn Labs report in Attachment) that Egans Creek and the marsh known as Escambia Slough (the marsh east of the port and south of WestRock) are polluted by E.Coli, pesticides, herbicides and other substances. Residents and tourists fish in these waters, and in a storm event, these pollutants could be spread through nearby neighborhoods and beaches as a result of storm surge and flooding. FDEP has established a water body identification (WBID) for these sites and testing will be conducted by the State. The City and County need to explore State and federal support and develop a cleanup plan.
- **Policy 5.03.26:** As a result of sea level rise (as documented by the city), threat of surge and potential changes in storm patterns, it is important that the City expand its required buffers around wetlands and bodies of water. It is important that these buffers be measured horizontally because buffers with a significant grade do not function as intended.
- **Policy 5.3.27:** It is essential that the City educate the population regarding the challenges and responsibilities of living on a barrier island. This lack of understanding constitutes a hazard during storm events and often results in residents impacting the sustainability and resiliency of the City in decisions they make regarding their property (e.g., changes in topography, destruction of protective dunes, tree and understory removal). This should



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involve distribution of brochures, newspaper articles, and information available on the City web site and social media. Periodic informational meetings could also be scheduled.

- **Policy 5.03.28:** In the past, ordinances have been changed that negatively impacted the City's FEMA Community Rating for flood insurance because of lack of sufficiently careful review. We therefore need to lay a foundation to ensure careful consideration of flood-related decisions in the future.
- **Policies 5.03.29-5.03.34:** These policies strengthen the City's flood-related policies by aligning them more closely with the Code of Federal Regulation (CFR).
- **Policy 5.04.08. (REVISED):** Since the State seems to be trying to get populations away from hazard and out of the Coastal High Hazard Area (Refer to the Storm Surge map available on County Appraisers maps under Public Safety and the Comprehensive Plan map indicating densities in the CHHA), the City should prohibit new construction in the Coastal High Hazard Zone, with the exception of the CRA. Objective 5.04 and several policies mention directing population away from this area. Conservation of this land would contribute to environmental sustainability and resiliency. This would include the CHHA low-lying parcels on the coast, around Egans Creek and Escambia Slough and low-lying parcels close to the river.

OBJECTIVE 5.04. COASTAL HIGH HAZARD AREAS (CHHA)

The City shall protect property, residents, and visitors within the Coastal High Hazard Area. Protection shall be provided through appropriate designations on the Future Land Use Map to ensure that population is directed away from the coastal high hazard area, limitations on construction of infrastructure in the Coastal High Hazard Area, and coordination with hazard mitigation and post-disaster plans.

Refer also to Policy 5.04.05, Policy 5.04.05 and Objective 5.3 revisions.

Policy recommendations:

The following policy recommendations Include edits and additions to the recommendations proposed by NEFRC. Our edits and additions appear in red.

- **Policy 5.02.08 (REVISED)**
The City ~~shall~~ must coordinate with DEP in evaluating the location of the Coastal Construction Control Line (CCCL) and **implement the update in GIS. In order to direct populations away from storm, flood and sea level rise hazard areas, the City must** ~~require that any construction activities seaward of the CCCL established pursuant to Chapter 161.058 be consistent with statutory provisions.~~ **prohibit new construction east of the CCCL. (See policy 5.03.19.)**
- **Policy 5.03.18**



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The City must continue to upgrade stormwater infrastructure through drainage improvements, installation of tidal backflow preventers, and seawall/bulkhead repair in addition to sustainable flood management actions such as installation of bioswales, recharge through drainage wells, use of pervious pavement, maintenance of natural preserve and open space areas, and protection of tidal beaches and marshes that will be adaptable to future climate events.

- **Policy 5.03.19**

The City must consider purchasing properties in areas most vulnerable to destructive storm surge, sea level rise and flooding for recreational uses and open space land conservation, subject to available financial resources. Transfer of development rights, conservation easements and acquisition by a land trust are among the options for consideration.

- **Policy 5.03.23**

Every two years, the Planning and Conservation Department must review its Zoning and FLUM maps for accuracy and consistency as well as consistency with current conditions related to environmental hazards.

- **Policy 5.03.24**

The City and Nassau County must develop uniform standards to optimize environmental sustainability and resiliency for Amelia Island by May 31, 2021. Among other elements, these standards must include identification of lands critical to protection from hazards of storm surge, flooding, erosion and sea level rise; relevant policies regarding development; land conservation; and grants acquisition strategies. The Planning and Conservation Department and the Department of Planning and Economic Opportunity must coordinate the project, reporting to their respective planning boards and Commissioners. The City must incorporate Nassau County research on floodplain resiliency and vulnerability and other current research into its planning strategies and processes.

- **Policy 5.03.25**

The City must work with Nassau County, FDEP and the federal government to develop a concrete plan to clean up E.Coli, pesticides, herbicides and other pollutants in Egans Creek and Escambia Slough.

- **Policy 5.03.26**



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The City must incorporate into its Land Development Code regulations requiring at least a 50-foot horizontal buffer around wetlands and at least a 100-foot horizontal buffer along bodies of water for all new construction.

- **Policy 5.03.27**

The Planning and Conservation Department, the Stormwater Management Director and the Building Director/Floodplain Manager must develop a multi-pronged program to educate residents on the challenges and responsibilities of living on a barrier island by May 30, 2021.

- **Policy 5.03.28**

Any ordinance or ordinance change that has the potential to negatively impact the City's FEMA Community Rating for flood insurance must be reviewed by the City's Floodplain Manager prior to presentation to City Commissioners. The City's Floodplain Manager must confer with the FEMA Community Rating System Coordinator regarding the implications of the change under consideration. Such an ordinance requires a unanimous vote of the City Commission to be passed.

- **Policy 5.03.29**

The City must strive to improve its flood rating on the FEMA Community Rating System.

- **Policy 5.03.30**

The City must encourage all critical facilities utilizing hazardous chemicals reportable on MSDSs (or SDSs) to relocate the storage, disposal or transfer of those materials outside Coastal High Hazard Areas as identified in Zones V or SHFA on the most recent National Flood Insurance Maps.

- **Policy 5.03.31**

Any construction or expansion of critical facilities within Zone V or SHFA must submit as-built elevation certifications from a professional engineer to the Floodplain Manager upon the completion of all projects.

- **Policy 5.03.32**

Any exception or variance to the community's flood ordinances must require the approval of the Federal Insurance Administrator in accordance with CFR 60.6 (b)(2).

- **Policy 5.03.33**



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Flood ordinances must be legally-enforceable, applied uniformly throughout the community to all privately and publicly owned land within flood-prone areas in compliance with CFR 60.1(b)

- **Policy 5.03.34**

Flood ordinances must provide that the flood regulations take precedence over any less restrictive conflicting local laws, ordinances or codes in compliance with CFR 60.1 (b).

- **Policy 5.04.08. (REVISED)**

The City shall ~~continue to allow development within the CHHA; however, the City shall~~ **must** direct population concentrations, including nonresidential development, away from the CHHA except within the Community Redevelopment Area **by not accepting applications for new development in those areas.** ~~Development and/or redevelopment~~ in the CHHA shall not increase the intensity currently allowed by the Comprehensive Plan.

Water Supply Facilities Work Plan

Data and Analysis:

The Water Supply Facilities Work Plan (WSFWP) proposed by Northeast Florida Regional Council (NEFRC) significantly strengthens this aspect of the Comprehensive Plan. We do believe, however, that it will be stronger if accountability aspects of the tasks are clearly defined (e.g. whose responsibility it is to complete a task).

The addition recommended below will contribute to water conservation and simply updates the existing intent.

Policy recommendations:

We recommend one addition to Exhibit B from Comprehensive Plan Policy 4.03.10, with the following edits (in red).

Policy 4.03.10.

The City ~~shall provide incentives for~~ **must require** new residential and nonresidential development ~~that~~ to incorporate low impact development strategies and use ~~of~~ native, drought tolerant or Florida Friendly landscaping ~~including, but not limited to, density bonuses, expedited permit review or reduced water and wastewater impact fees.~~



amelia tree conservancy

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Comp Plan/LDC Working Group Report
July 20, 2020 Update**

Questions and comments related to this report should be addressed to
kirkland.mrk@gmail.com for distribution to the entire group.

Respectfully submitted,

Beth Foster, Pam Green, Lauree Hemke, Betsie Huben, Christine Joblon, Ann Kemp, Margaret Kirkland, Alexandra Lajoux, Pat Quealy Moore, Helen Perry, and Shameera Wiest

Comp Plan/LDC Working Group

July 20, 2020

From: noreply@civicplus.com
To: [Kelly N. Gibson](#)
Subject: Online Form Submittal: EAR Feedback
Date: Wednesday, July 1, 2020 2:25:46 PM

EAR Feedback

First Name	GERALD
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Last Name	DECKER
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Email Address for reply (if desired)	jdecker1145@gmail.com
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EAR Feedback	Policy 5.03.19 is overreach as written, and is not required by Florida Statute. Policy 1.02.04j contains the undefined term "community vision" and must either be defined or removed.
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Email not displaying correctly? [View it in your browser.](#)

From: [Nick Gillette](#)
To: [Kelly N. Gibson](#)
Subject: EAR based review comments
Date: Wednesday, July 1, 2020 8:50:50 AM

Kelly,

I'm emailing you some review comments I had concerning the EAR based amendments – dated Jun 2020. I can send via the website form if that is better for you.

Policy 5.04.05 – identifying vulnerable infrastructure in CHHA and relocation.

The City likely has regional sewer lift stations and supporting underground utilities in the CHHA that are surely considered critical elements. This language would imply that these may need to be relocated which would be very difficult and very costly for the City. I'm wondering why this section exists and what would pass the "cost-benefit analysis" for relocation. Is there something specific targeted here for relocation?

Policy 5.03.17-floodplain manager review

This gives the building official (who is usually the floodplain manager) great latitude to grant or deny construction within a flood hazard area without any real criteria on which to base a decision on. The language states "reasonably safe from flooding", which is not defined. This seems arbitrary. It is noteworthy that "temporary flooding" is allowed under SJRWMD and FDOT criteria for drainage design (usually 1" in height). The City should consider this since many households abut roadways that have been designed according to FDOT/SJRWMD criteria.

Policy 5.03.21-participation in NFIPCRS

The language states that a goal is to "achieve flood insurance premium discounts for residents". This language is constantly used by the City and Nassau County (I see it on the County Planning Board) to justify new floodplain management regulations. Do we actually know if resident's flood insurance premiums are going down? Personally, my flood insurance is going up 6.8% this year (I just got my renewal), but there may be a lag to this. I believe people are under the impression the cost benefit should be immediate. I'm not sure why there would be a lag.

Thanks for taking my comments.

Nick E. Gillette, P.E.
Principal/Engineer
Gillette & Associates, Inc.
20 South 4th Street
Fernandina Beach, FL 32034
904-261-8819 – P

From: noreply@civicplus.com
To: [Kelly N. Gibson](#)
Subject: Online Form Submittal: EAR Feedback
Date: Thursday, July 2, 2020 8:40:11 AM

EAR Feedback

First Name	Jack
------------	------

Last Name	Knocke
-----------	--------

Email Address for reply (if desired)	jack@iotadvisorgroup.com
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EAR Feedback	Planning Department, I respectfully request that the Planning Department and the Review team pay keen attention to the existing plan and proposed changes to ensure that the existing plan and proposed changes do not cause undo burdens on any project to develop the Fernandina Beach waterfront. As one of the most valuable assets in Fernandina Beach, we need to ensure that when we collectively determine how we would like to develop this area, we need that development to not face unreasonable regulation that could prevent a project moving forward.
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Email not displaying correctly? [View it in your browser.](#)

Nassau County Vulnerability Assessment: Phases I & II

NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS

JUNE 17 2020



Project Background

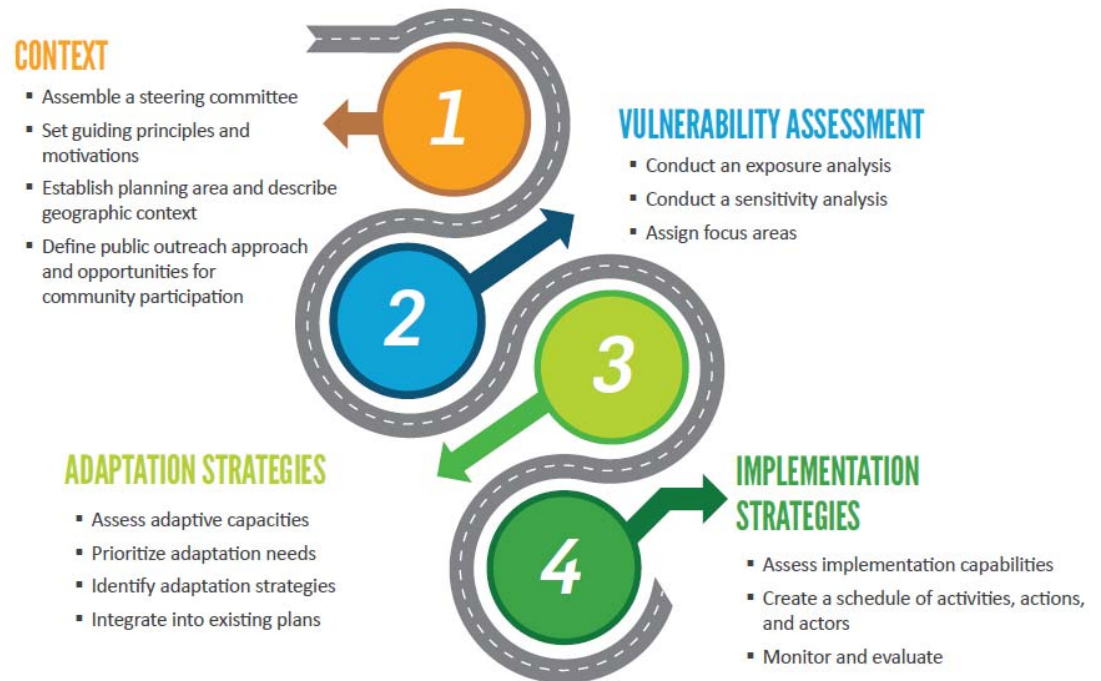
Flooding, stormwater, and drainage are top of mind with elected officials and community based on events like Hurricanes Matthew and Irma, but also because of flooding after typical thunderstorms. The County hears on a weekly basis from citizens regarding road flooding issues or that they have been dropped from their flood insurance. This is illustrated by the County Road and Bridge Department's "open work orders" map. Blue flags indicate open work orders related to drainage and flooding; present throughout the County, a concentration around Callahan demonstrates existing vulnerabilities.



Project Background

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

Steps to Create Adaptation Plans



Project Background

Nassau County was awarded a pair of Resiliency Planning Grants through the Florida Dept. of Environmental Protection

- ***The intent of the grants was to evaluate rapidly growing areas and areas with demonstrated flooding issues to better prepare Nassau County policymakers as they progress long-range planning projects throughout the county***

Phase I:

- east of I-95, *excluding Amelia Island*
- south and east of SR 200/301

Phase II:

- Amelia Island, including the City of Fernandina Beach
- west of I-95, north and west of SR 200/301

Consultant Team

The Balmoral Group – economists, data scientists, and engineers

- Specializing in analysis of infrastructure, water resources, and natural resources
- Based in Florida; our economic and water resource work spans to Utah and Australia
- We use Geographic Information Systems (GIS) to manage and interpret the data required to assess risks and scenarios
- GIS provides a way to integrate a broad array of data with locations

➤ **Vulnerability Assessments incorporate a lot of GIS data**

Balmoral was supported by *Dr. Randall Parkinson, Coastal Geologist*

Objectives of project:

The Approach: *Support Planning and County response efforts with a detailed assessment of types of flooding. Three types of flooding evaluated:*

- Occasional or Episodic (Existing Conditions-driven)
- Event-driven (i.e., Storm Surge)
- Long-term (Sea Level Rise)

Primary Deliverable: *The primary product of the Assessment is a comprehensive Map Series showing each flooding type as it relates to various data that reflect planning and development concerns.*

Also, the County is in receipt of the entire geo-database supporting the study and can use it for vulnerability and other analyses.

Public Input:

Two Public Workshops held for each Phase of the Project

- Phase I (May 2019)
 - Yulee
 - Callahan
- Phase II (Feb 2020)
 - Amelia Island
 - Hilliard

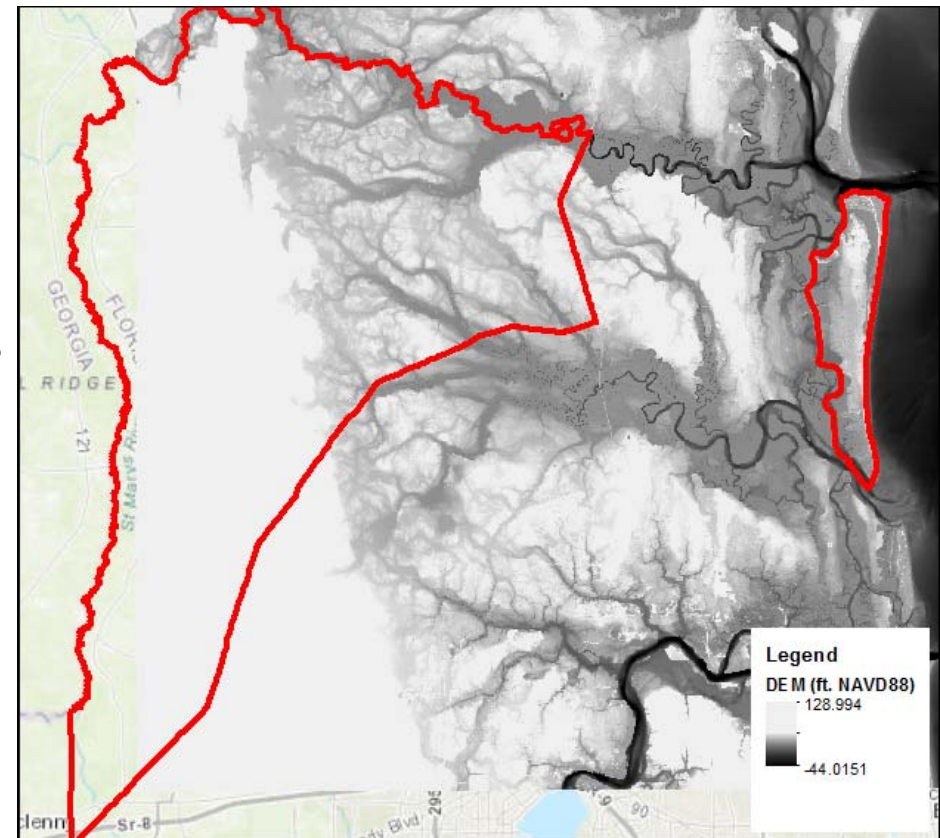


Presentations from Staff (including NFIP-CRS, Emergency Management); attendance by elected officials; information on local flood conditions; Q&A

Background to Data Presented

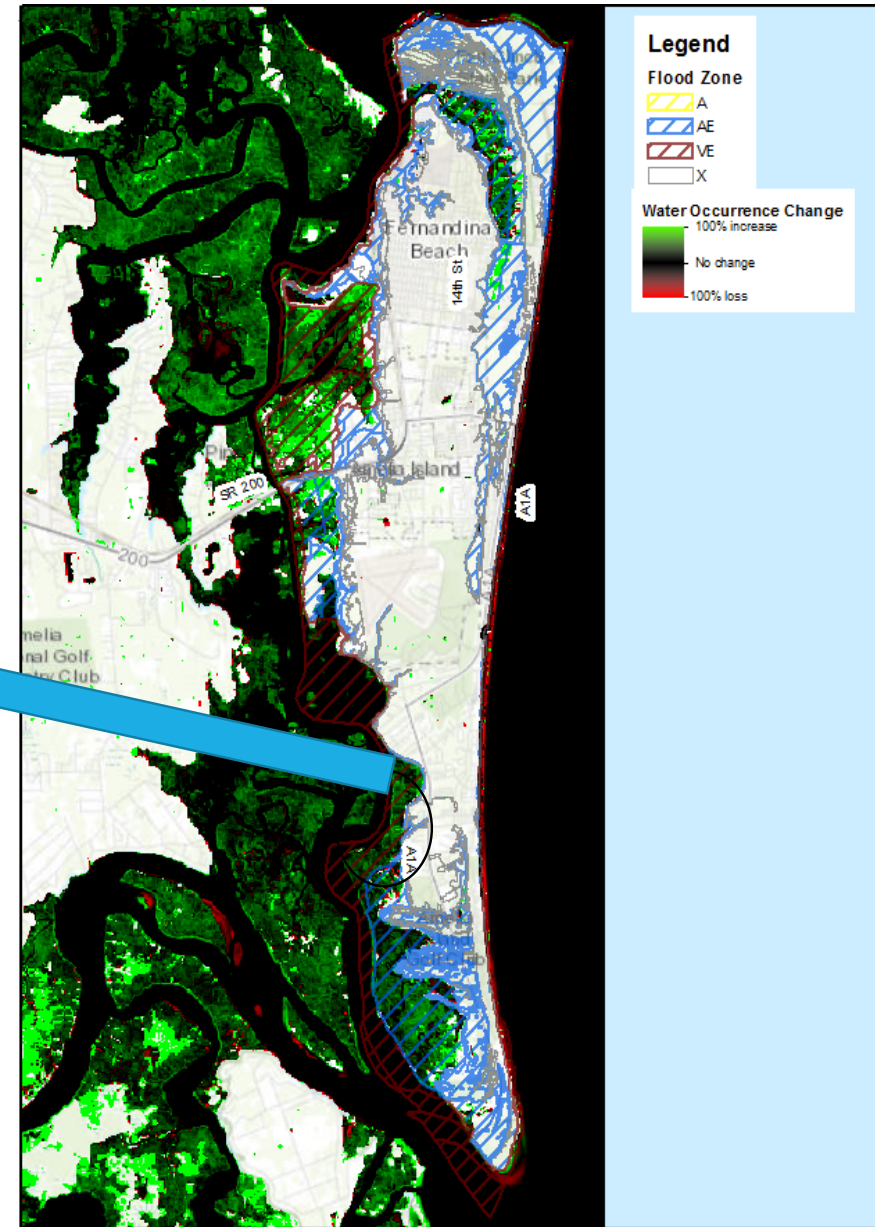
As planning efforts may respond differently to episodic flooding versus long-term changes in flooding conditions, the maps are organized in threes, by type of inundation for each new data theme introduced:

1. The first map in each sequence displays seasonal, episodic flooding or inundation, based on satellite data reflecting the presence or absence of surface water.
2. The second map in each sequence displays storm surge inundation, based on NOAA-modeled impacts associated with each of five hurricane categories.
3. The third map presents three sea level rise projections.



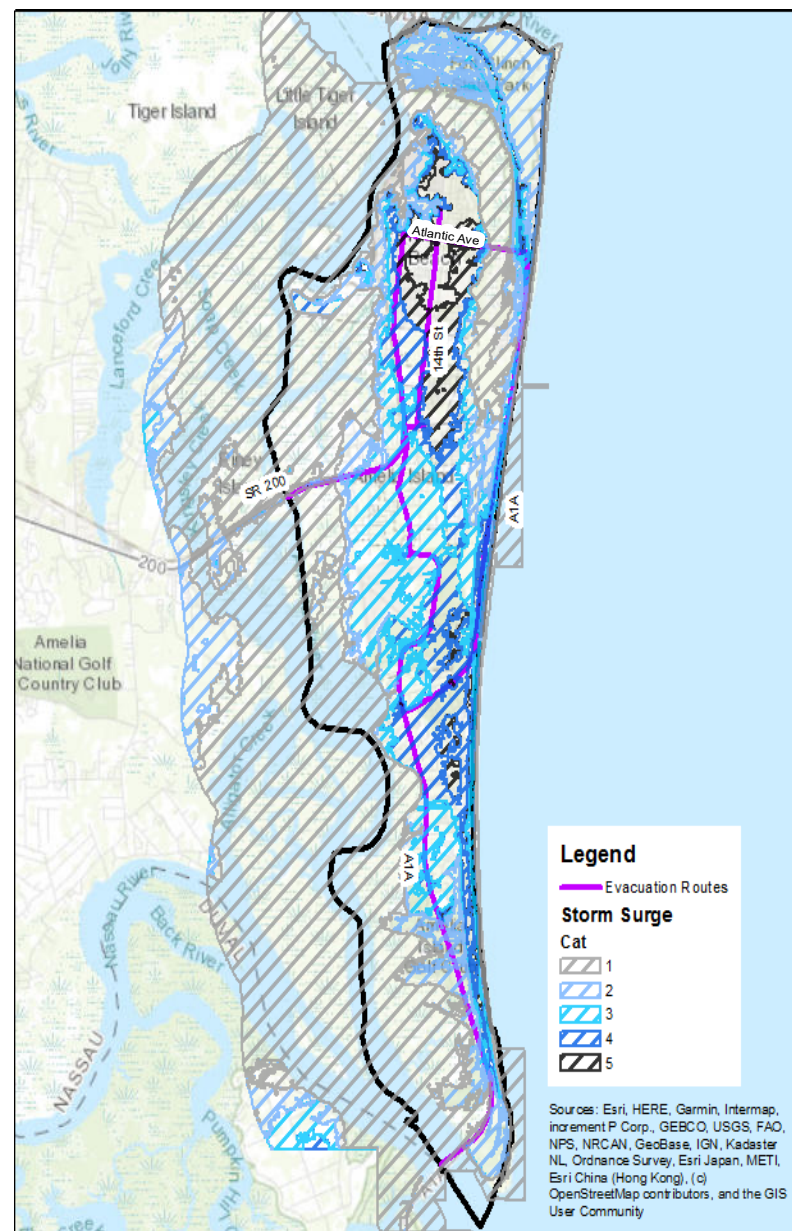
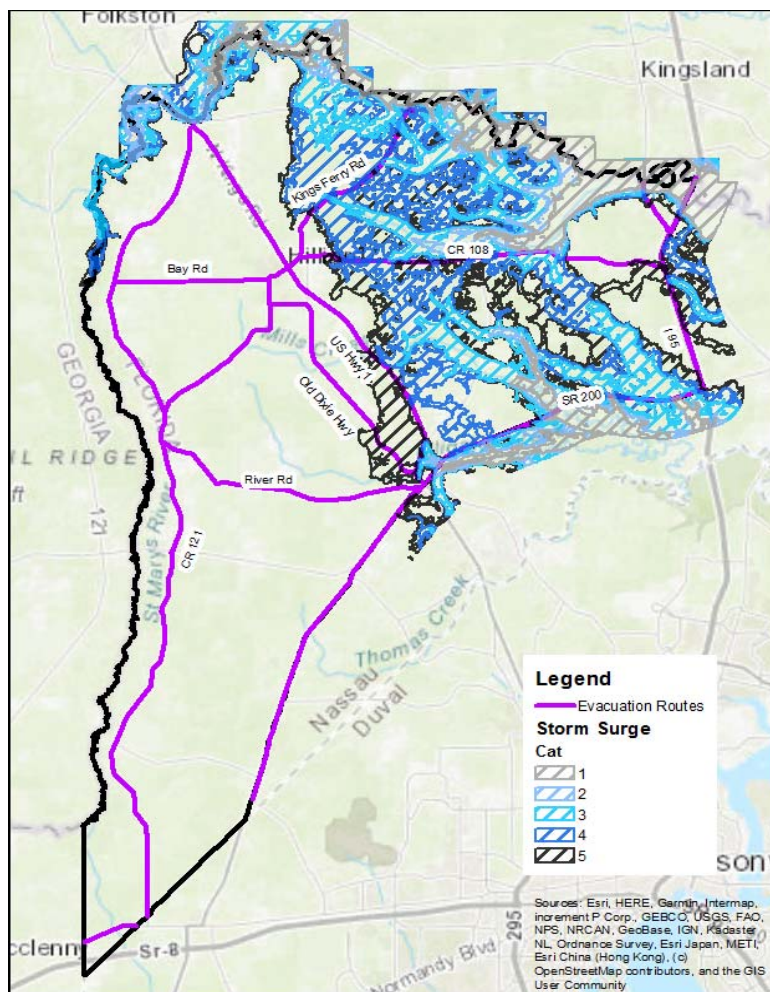
Flood Zones and Water Occurrence Change

Amelia Island: how FEMA Flood Zones overlap with changes in surface water frequency.



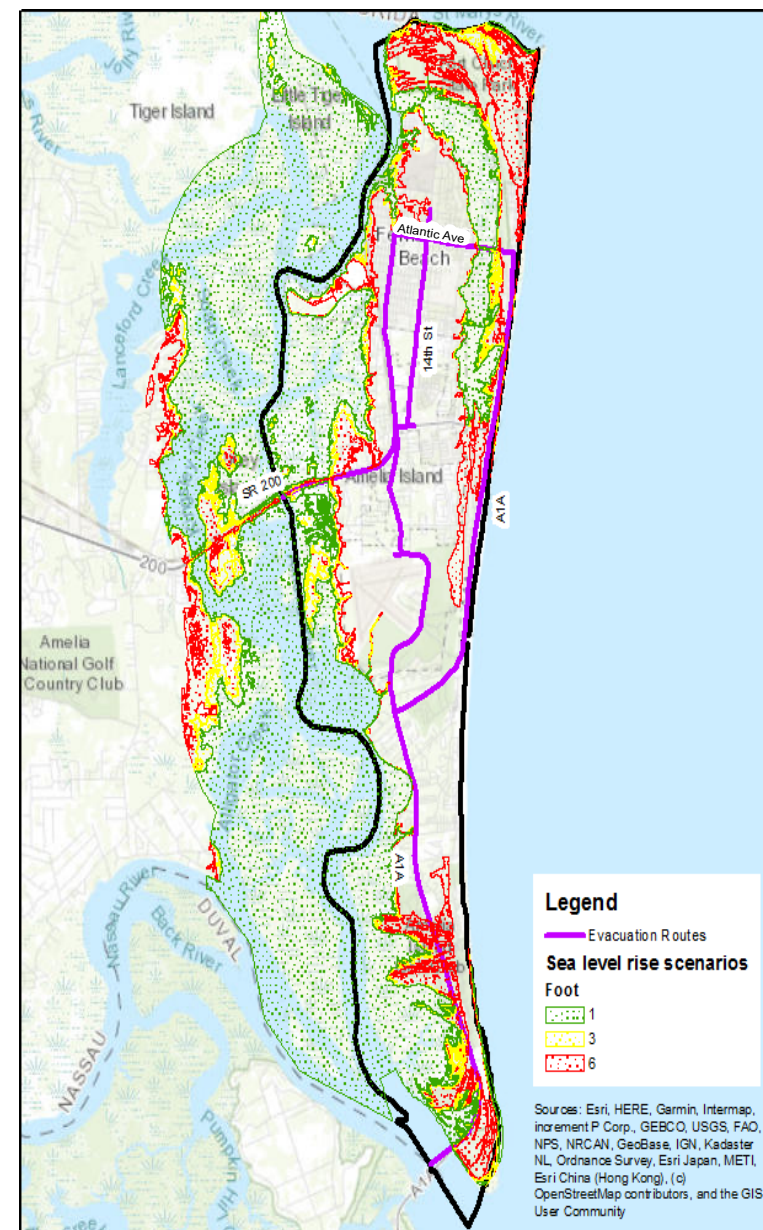
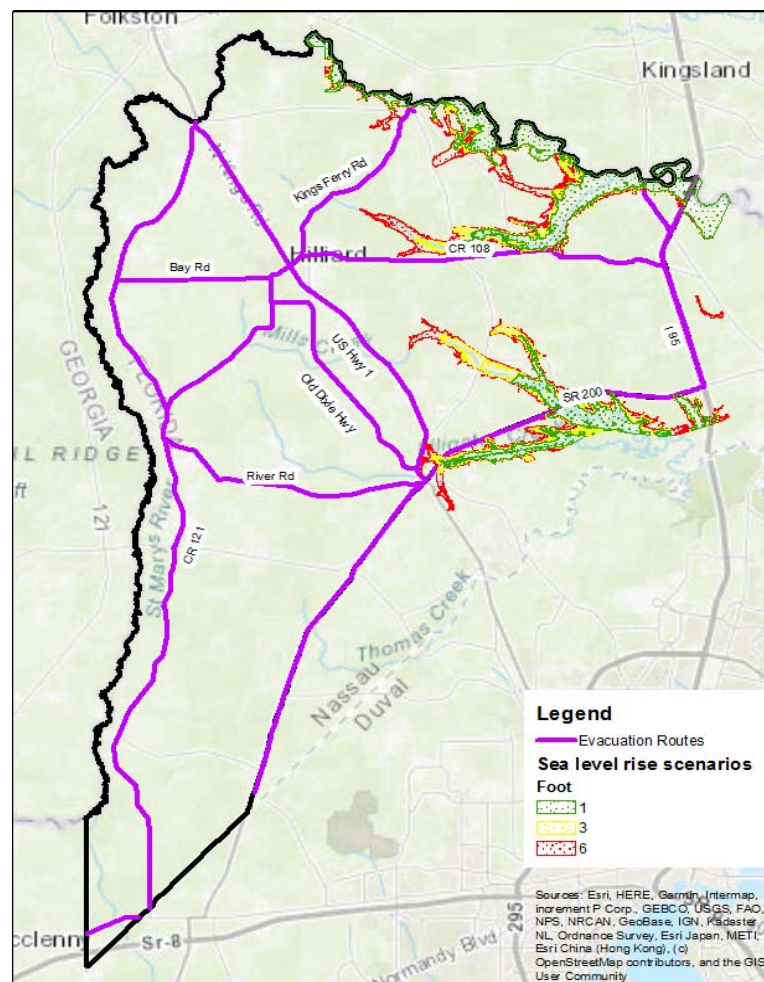
Storm Surge Projections

Storm Surge associated with hurricane categories 1-5 are mapped (along with evacuation routes). Note Amelia Island in context of Cat 1 and Cat 2 events



Sea Level Rise Projections

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



Themes Evaluated

- **Land Use**
 - Existing Land Use
 - Future Land Use
 - Current Zoning and Patterns of Development
 - Approved (but largely unbuilt) Subdivisions
 - Conservation Lands
- **Infrastructure**
 - Critical locations (eg, fire stations, schools, police stations and hospitals)
 - Wastewater Treatment (central sewer vs septic)
 - Water Lines
 - Bridges

Themes Evaluated

- **Demographics / Socio-economics (Census Tract Level)**
 - **Racial Composition**
 - **Population over 65**
 - **Households with Income below Poverty Threshold**
 - **Non-institutionalized Population over 18 with a Disability**
 - **Employment (Block Group Level)**
- **Housing and Buildings**
 - **Pre-FIRM**
 - **Manufactured Homes**

Themes Evaluated

- **Cultural Resources**
 - Historical Structures
 - Cemeteries
 - Archaeological Sites (MSF)
 - Areas that have been surveyed
- **Special Topics (Phase II)**
 - Fernandina Historic District
 - Paper Mills
 - Airport, Marina, FAA Air Route Traffic Control Center
 - Other – Amelia Island Tourist Destinations, Egan's Creek Greenway, White Oak Conservation

Thank You!

Questions?



Select Data Sources

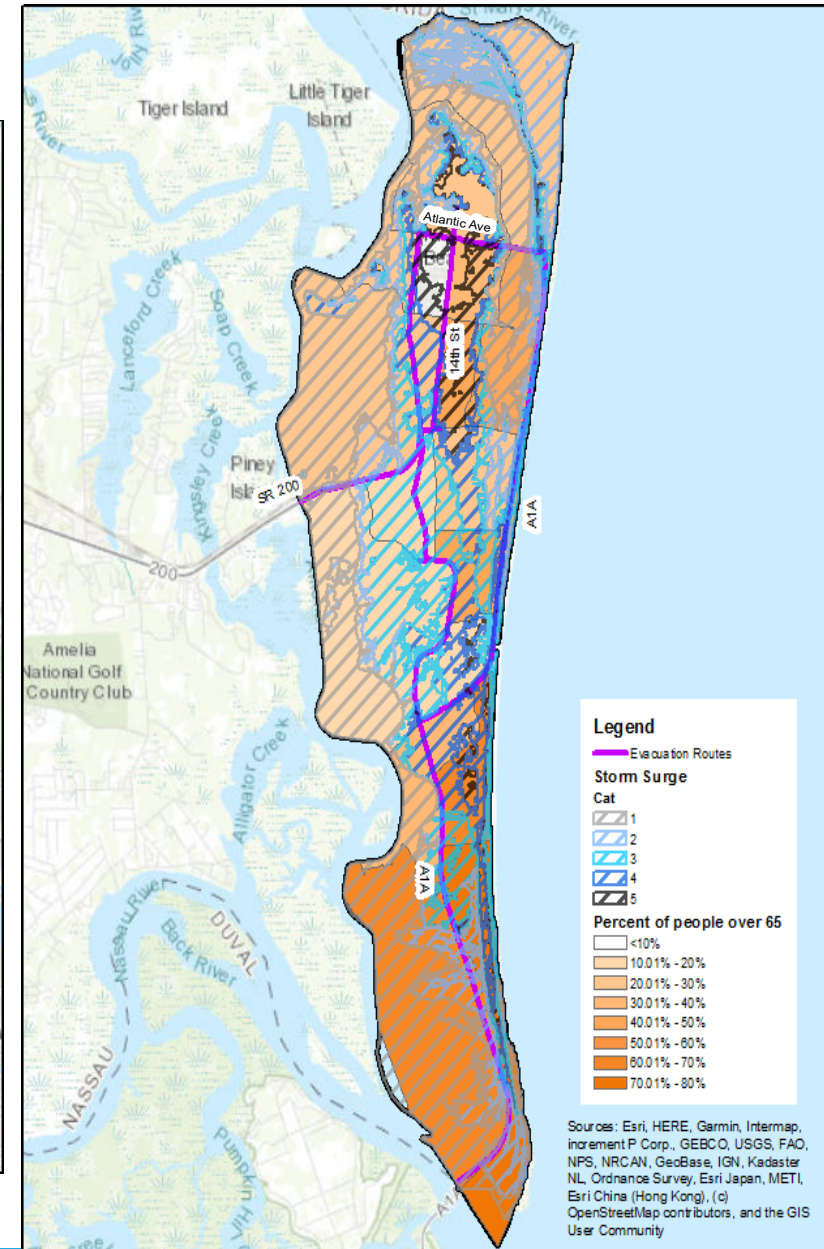
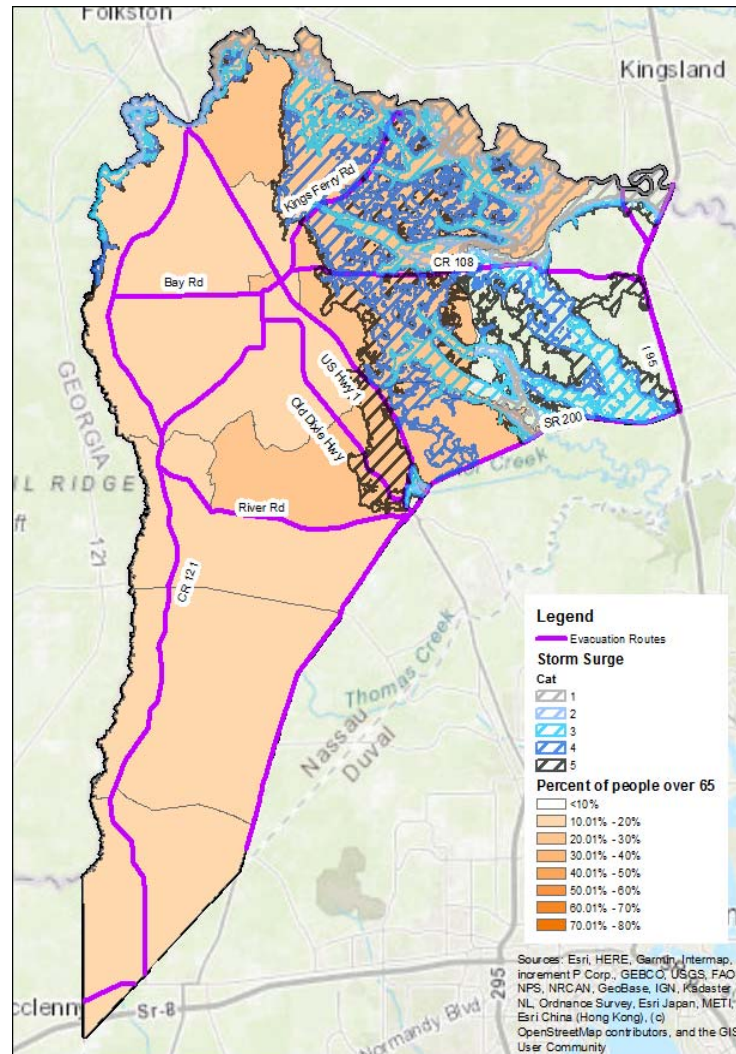
- European Commission Joint Research Centre (EC JRC)
- National Oceanic and Atmospheric Administration (NOAA)
- Northeast Florida Regional Council (NEFRC)
- Florida Department of Revenue
- Florida Division of Historical Resources
- Florida Natural Areas Inventory
- U.S. Census Bureau Topologically Integrated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

Select Examples

- Percent of Population over 65 and Storm Surge
- Percent of Households with Income below Poverty Threshold and Sea Level Rise
- Cultural Resources and Storm Surge
- Fernandina Historic District
- Paper Mills
- FAA Control Center

Percent of Population over 65 and Storm Surge

Block groups on the south end of Amelia Island have higher shares of elderly population (70-80%) and these overlap areas with higher likelihood of storm surge. The block groups west of I-95 have lower percentages of the elderly (30-40% in more flood-prone areas).

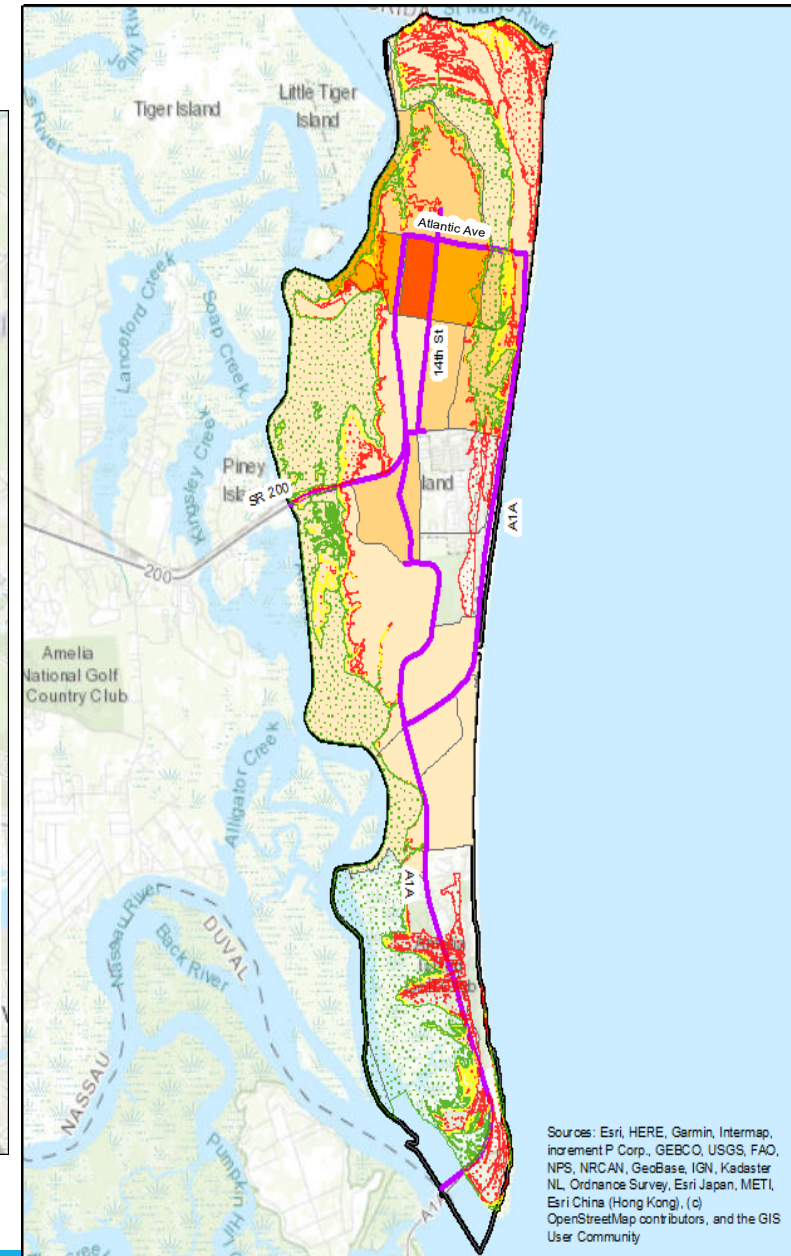
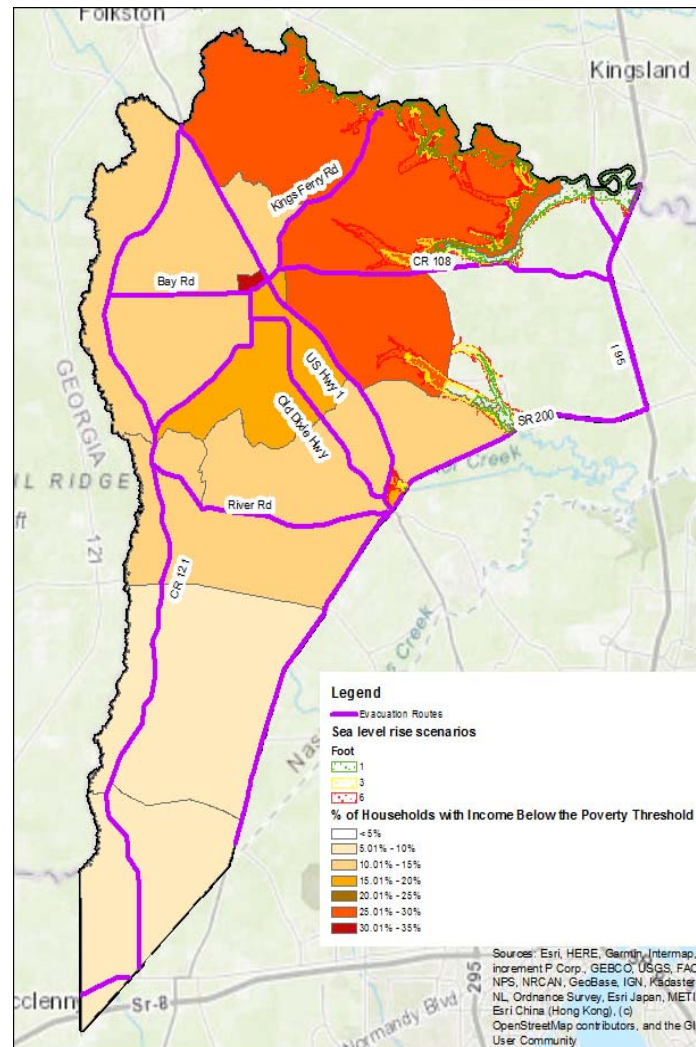


Sources: TBG Work Product; U.S. Census; NOAA

Percent of Households with Income below Poverty Threshold and Sea Level Rise

West of I-95, sea level rise will impact block groups with higher percentages of households with income below the poverty threshold (ie, along the St. Marys River).

The block groups on Amelia Island between Jasmine and Atlantic Ave with the highest percentages of households with income below the poverty threshold would not be impacted by any of three sea level rise scenarios.

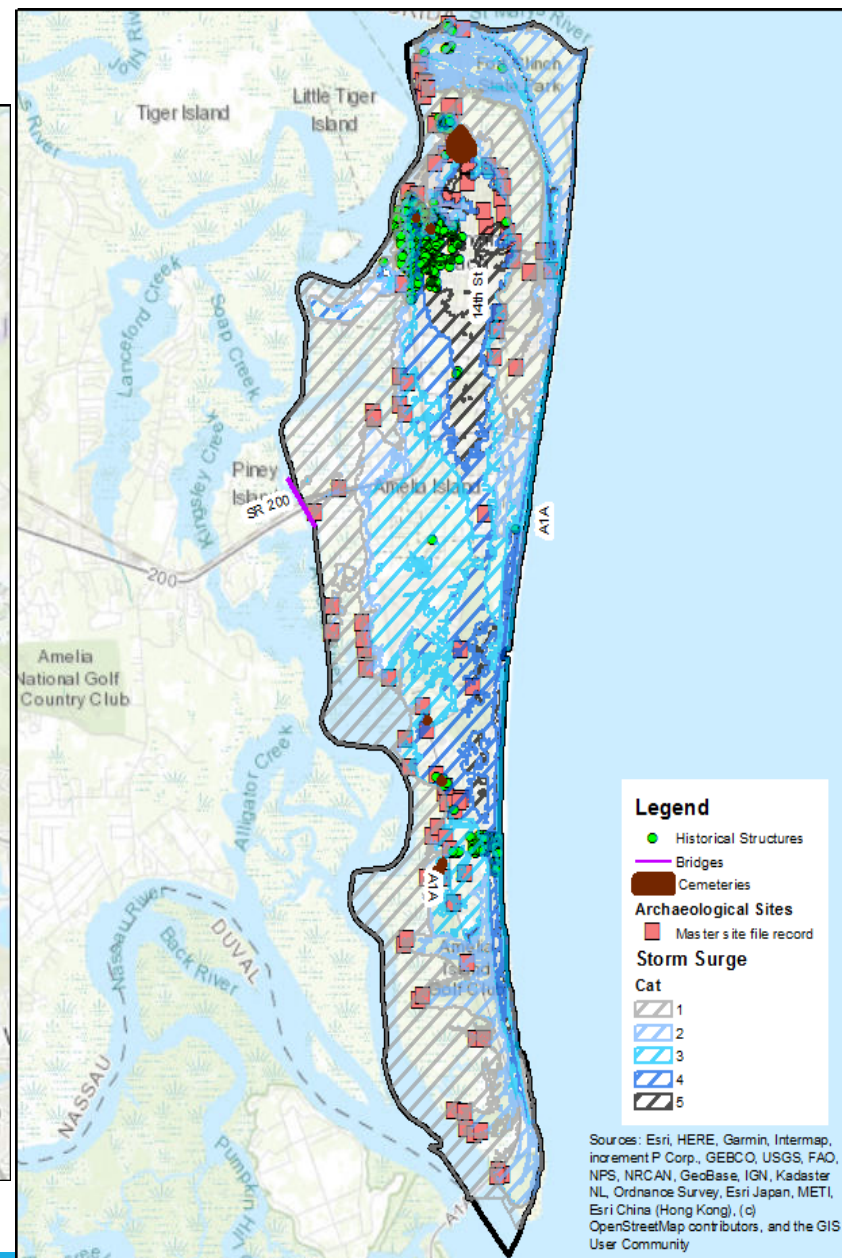
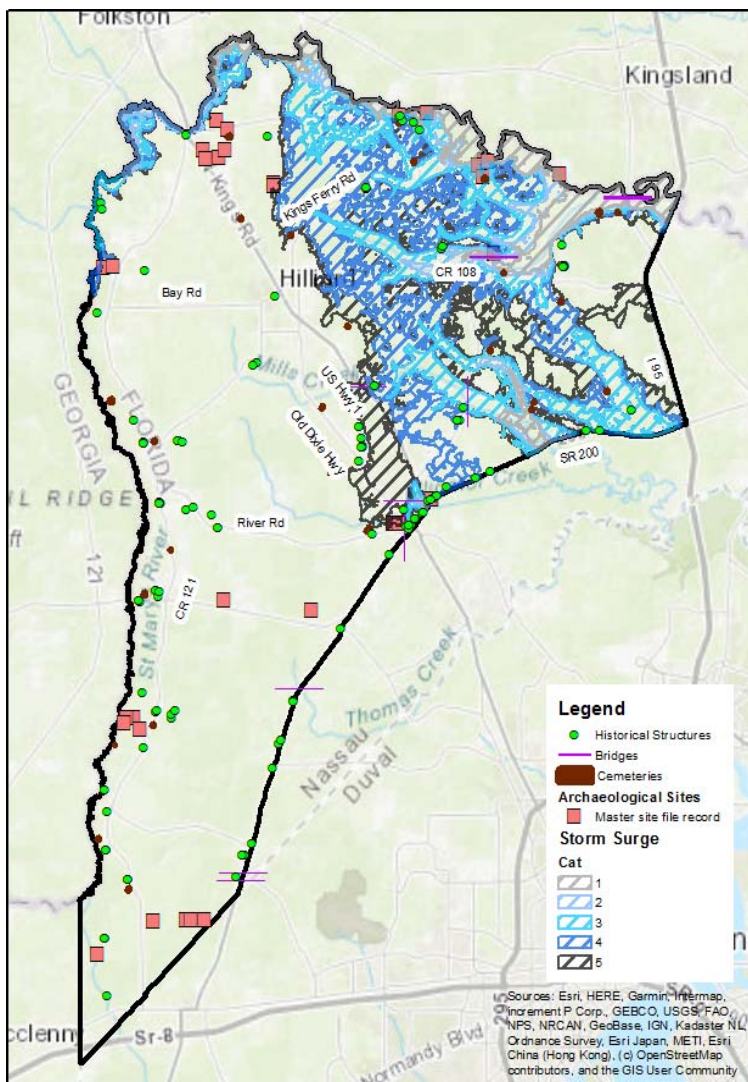


Sources: TBG Work Product; DOR; NOAA

Cultural Resources and Storm Surge

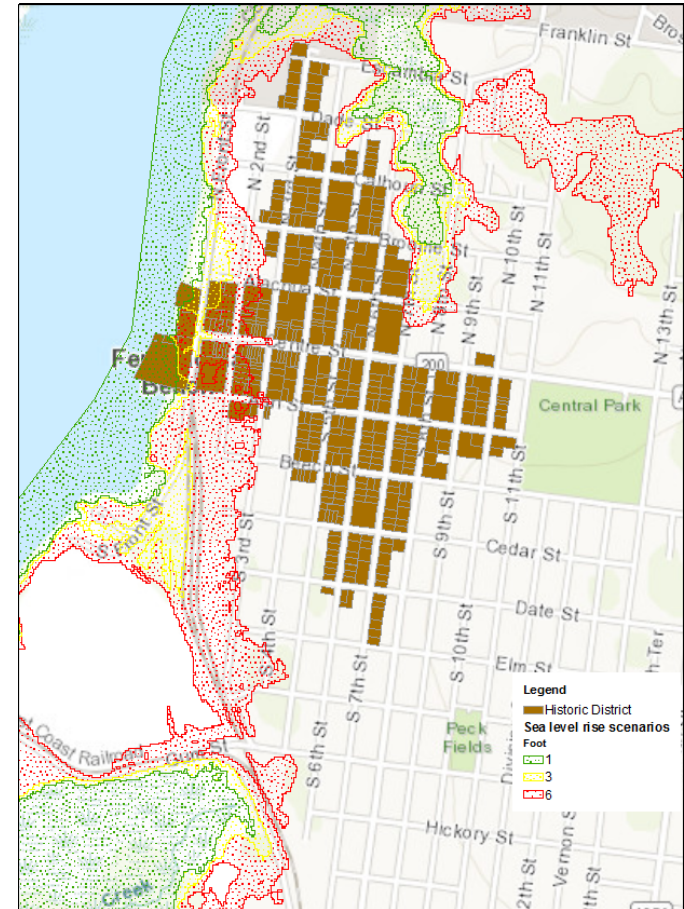
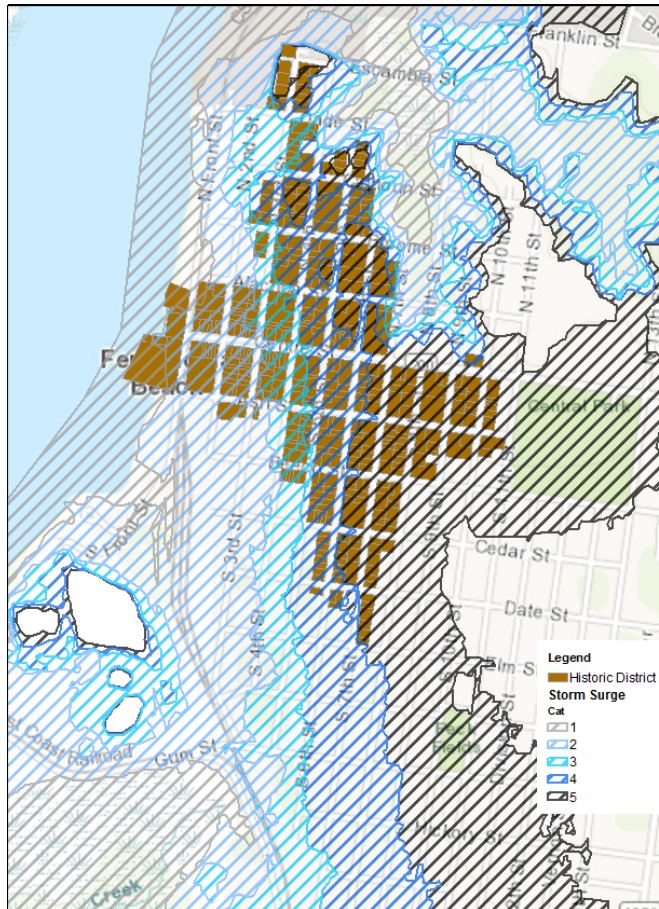
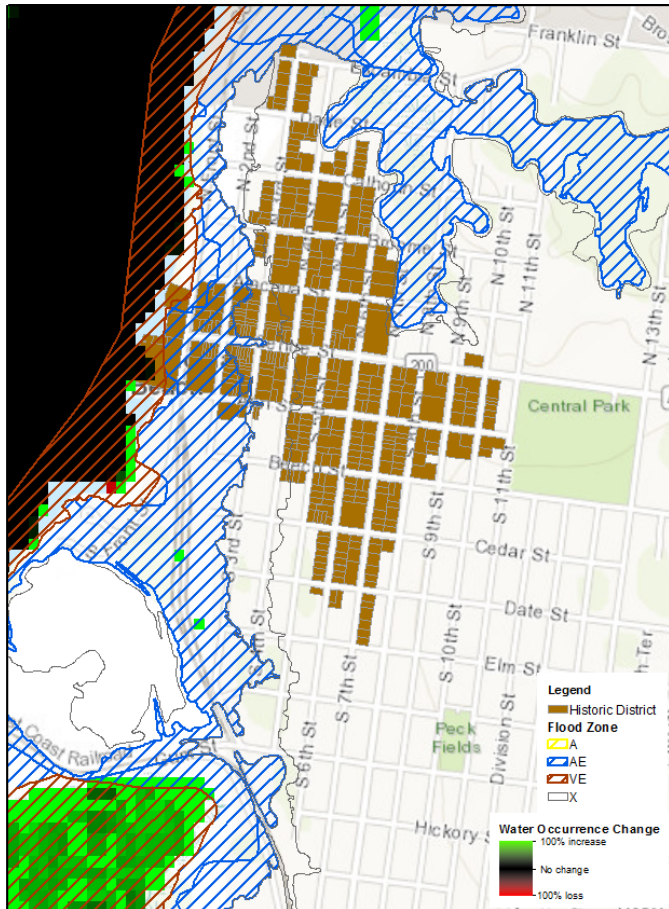
On the left, 15% of archaeological sites and 2% of historical structures are at risk under a Cat 3 or lower storm surge. This increases to 30% and 16% respectively under a Cat 5 storm surge.

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



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

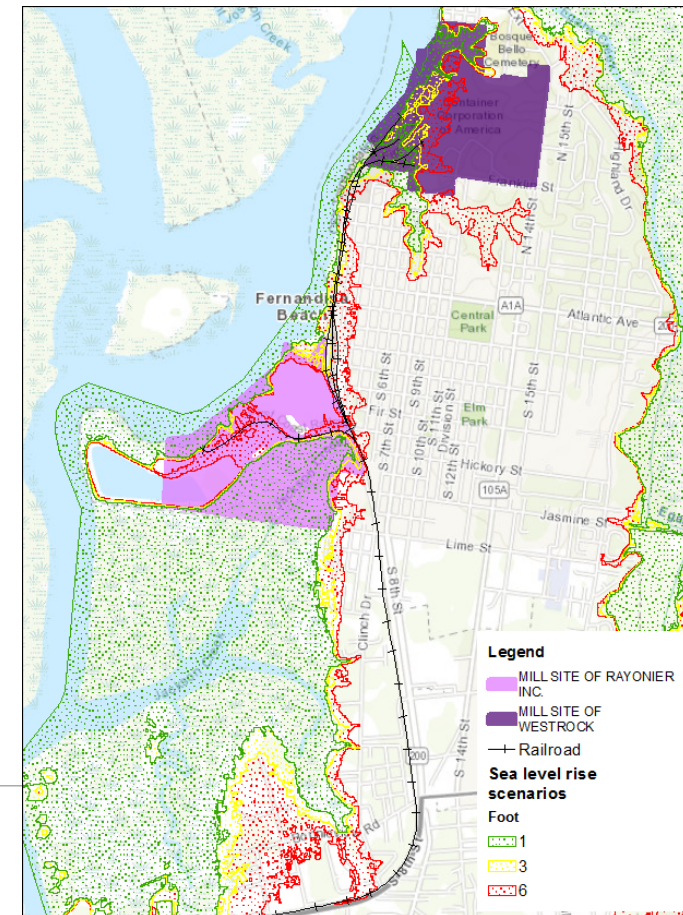
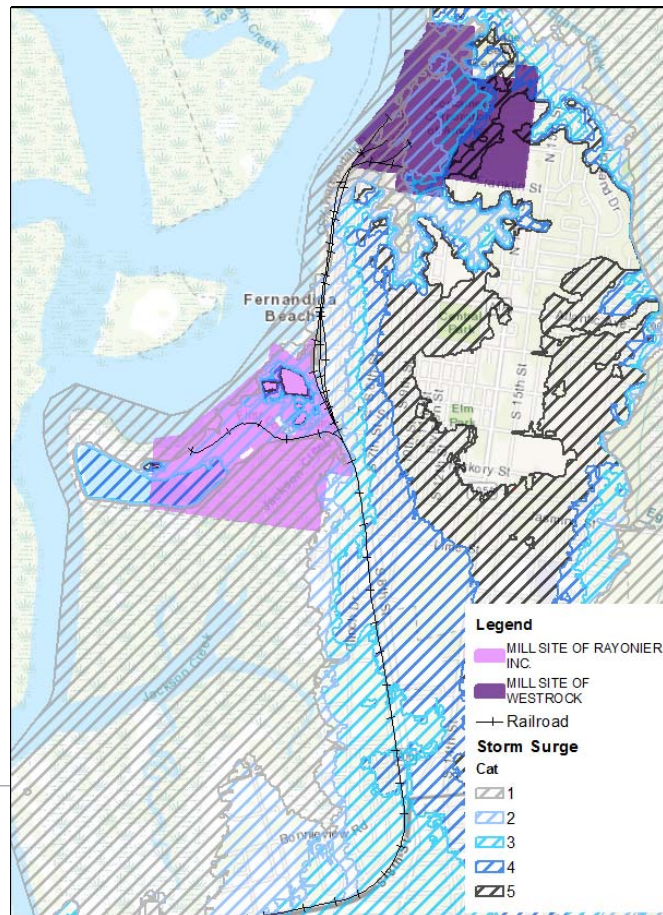
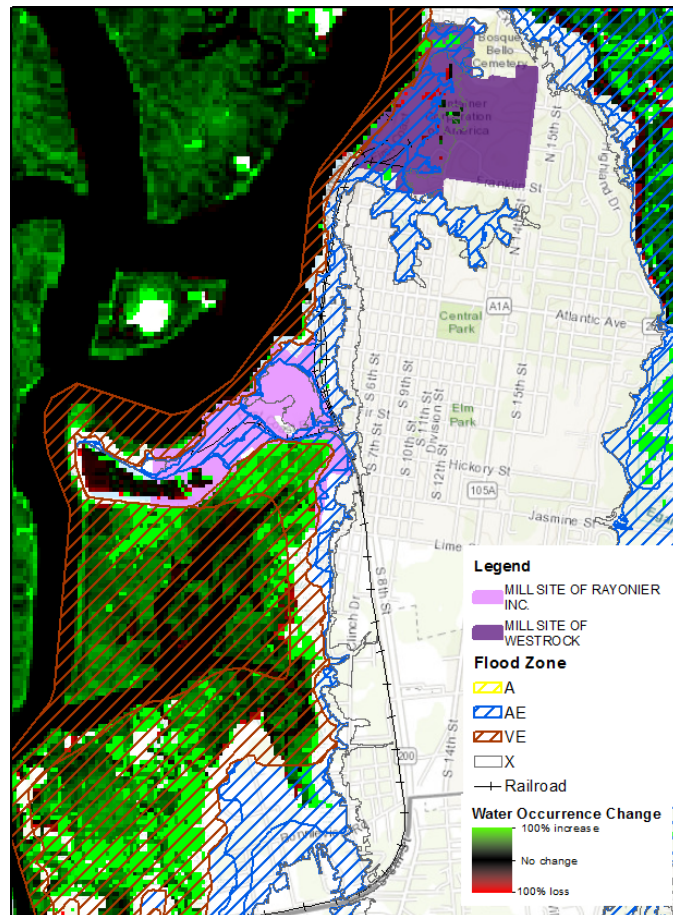
Fernandina Historic District



Sources: TBG Work Product; DOR; EC JRC/Google; NOAA

FEMA Flood zones shown on the left. 2% of parcels within the District are within the area subject to a Cat 1 storm surge, 38% are within a Cat 3, and 99% within a Cat 5 storm surge. 2% and 14% of the parcels are within a 1 ft. and 6 ft. sea level rise, respectively.

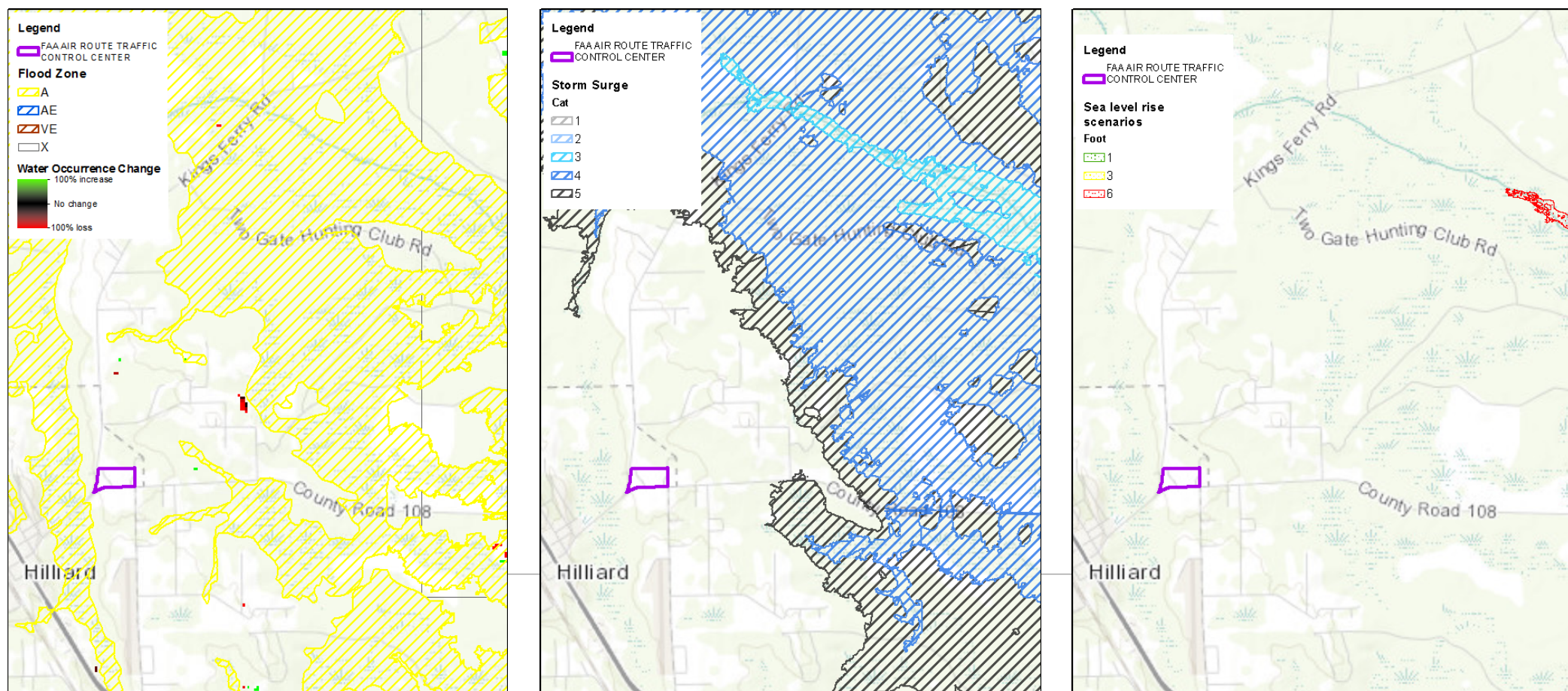
Paper Mills



Sources: TBG Work Product; DOR; EC JRC/Google; NOAA

Paper comprises more than 91% and 95% of Nassau County's manufacturing employment and wages, respectively. Both mills adjoin the Intracoastal Waterway, where there have been increases in surface water occurrence. These increases are more evident at the Rayonier mill. Both sites are exposed to a Cat 1 storm surge and a 1 ft. sea level rise.

FAA Control Center



Sources: TBG Work Product; DOR; EC JRC/Google; NOAA

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

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Ordinance 2020-23
Future Land Use Map Amendment - Non-City Owned Properties

ITEM TYPE: Ordinances (w/ fiscal impact)

REQUESTED ACTION: Consider Ordinance 2020-23 at Second Reading.

SYNOPSIS: Actions for Future Land Use Map and Zoning Map Amendments consistent with the City Commission Goal to increase conservation land use and zoning acreage. Staff recommends approval of the request.

This Ordinance was approved at First Reading by the City Commission at its Regular Meeting on July 21, 2020.

FISCAL IMPACT: Fiscal impact will be the elimination of development for residential and non-residential purposes.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission enact proposed Ordinance 2020-23 at Second Reading.

Dale L. Martin, City Manager	8/7/2020
Pauline Testagrose, Comptroller	8/7/2020
Tammi E. Bach, City Attorney	8/7/2020

Date: July 23, 2020

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION: Enact

ORDINANCE 2020-23

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, CHANGING THE CITY'S FUTURE LAND USE MAP TO ADD CONSERVATION AND RECREATION LANDS FOR PROPERTIES OWNED BY THE STATE OF FLORIDA, NASSAU COUNTY, AND OCEAN HIGHWAY AND PORT AUTHORITY, COLLECTIVELY TOTALING APPROXIMATELY 6.07 ACRES OF LAND; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Fernandina Beach has directed staff to seek out properties within the City limits to conserve; and

WHEREAS, the Planning Advisory Board reviewed the Future Land Use Map Amendment request under PAB Case# 2019-17 at its Regular Meeting on December 11, 2019, and recommended approval; and

WHEREAS, notice of public hearing on such application was published in the News Leader, a newspaper of general circulation in Fernandina Beach, Nassau County, Florida, on November 29, 2019; and

WHEREAS, City staff found the applicant's request to be consistent with the direction of the Comprehensive Plan, specifically policies 1.01.02, 1.02.03, 1.02.04, 1.02.08, 1.02.09, and 1.07.07 and recommends approval of the applicant's request.

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

SECTION 1. The properties identified for these changes to the City's Future Land Use Map collectively total approximately 6.07 acres are identified hereto as Exhibit "A."

SECTION 2. FUTURE LAND USE MAP CHANGES. For the properties in question, the City's Future Land Use Map is hereby changed to either Conservation (CON) or Recreation (REC) based on the table provided in Exhibit "A."

SECTION 3. PROPERTIES INVOLVED. The properties identified for this change of the City's Future Land Use Map are identified as: Parcel ID number 00-00-31-1520-0008-0030, totaling approximately 0.14 acres; Parcel ID number 00-00-31-1800-0067-0040, totaling approximately 0.22 acres; Parcel ID number 00-00-31-1800-0034-0050, totaling approximately 0.23 acres; Parcel ID number 00-00-31-1800-0060-0010, totaling approximately 2.53 acres; Parcel ID number 00-00-31-1540-0017-0020, totaling approximately 1.24 acres; Parcel ID number 00-00-31-1180-0013-0050, totaling approximately 0.07 acres; Parcel ID number 00-00-31-178A-0002-0071, totaling approximately 0.09 acres; Parcel ID number 00-00-31-178A-0002-0081, totaling approximately 0.14 acres; Parcel ID number 00-00-31-1800-0068-0031, totaling approximately 0.11 acres; Parcel ID number 12-3N-29-0000-0001-0000, totaling approximately 0.13 acres; collectively totaling approximately 6.07 acres of land and shown on the maps, attached hereto as Exhibit "A."

SECTION 4. FUTURE LAND USE MAP CHANGE. For the properties in question, the City's Future Land Use Map is hereby changed to Conservation (CON) or RECREATION (REC).

SECTION 5. SEVERABILITY. If any section, subsection, sentence, clause, phrase of this Ordinance, or the particular application thereof, shall be held invalid by any court, administrative agency or other body with appropriate jurisdiction, the remaining sections, subsections, sentences, clauses and phrases under application shall not be affected thereby.

SECTION 6. This Ordinance shall take effect immediately after its final enactment.

ENACTED this 18th day of August, 2020.

CITY OF FERNANDINA BEACH

JOHN A. MILLER
Mayor - Commissioner

ATTEST:

APPROVED AS TO FORM AND LEGALITY:

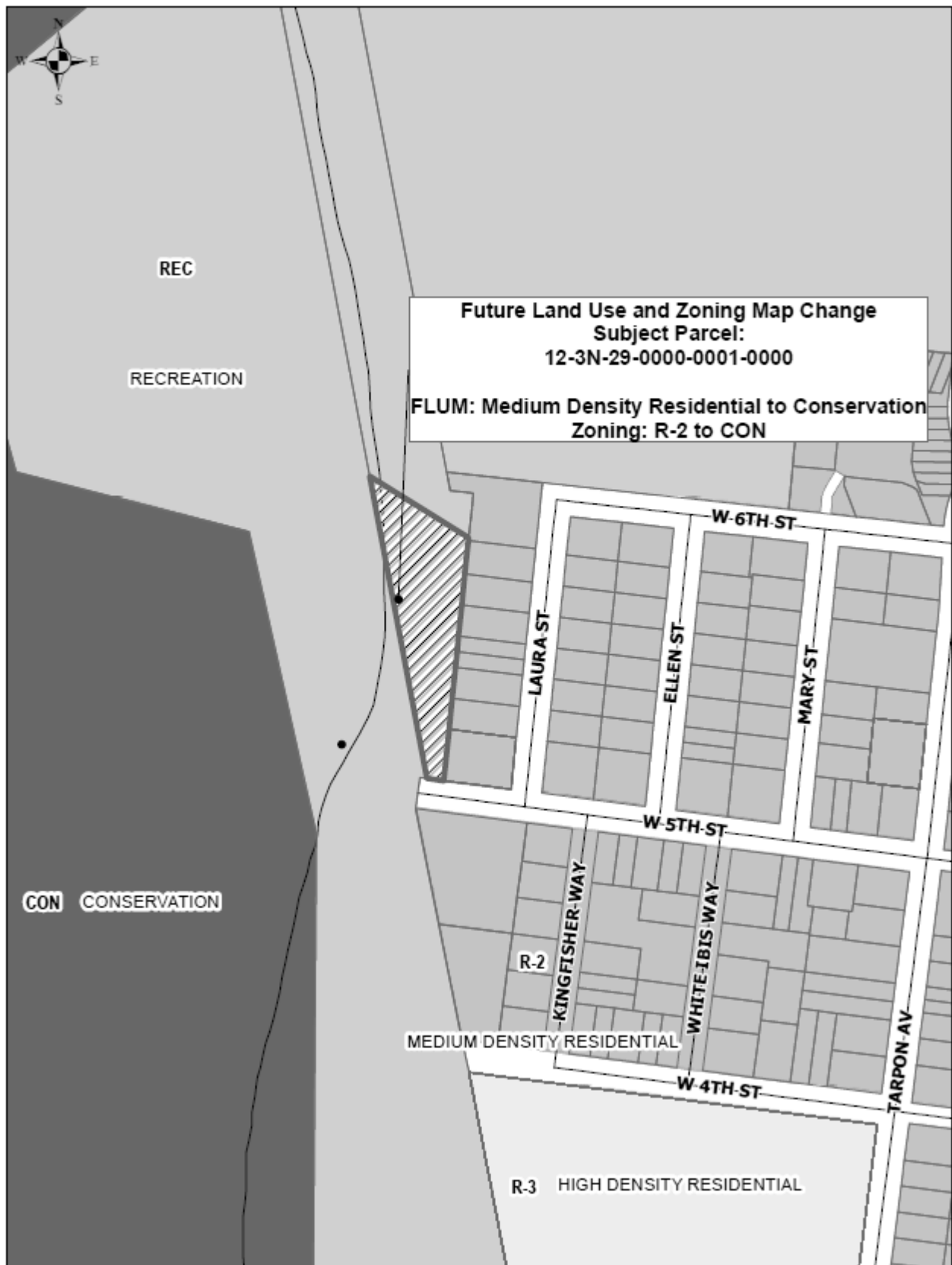


CAROLINE BEST
City Clerk

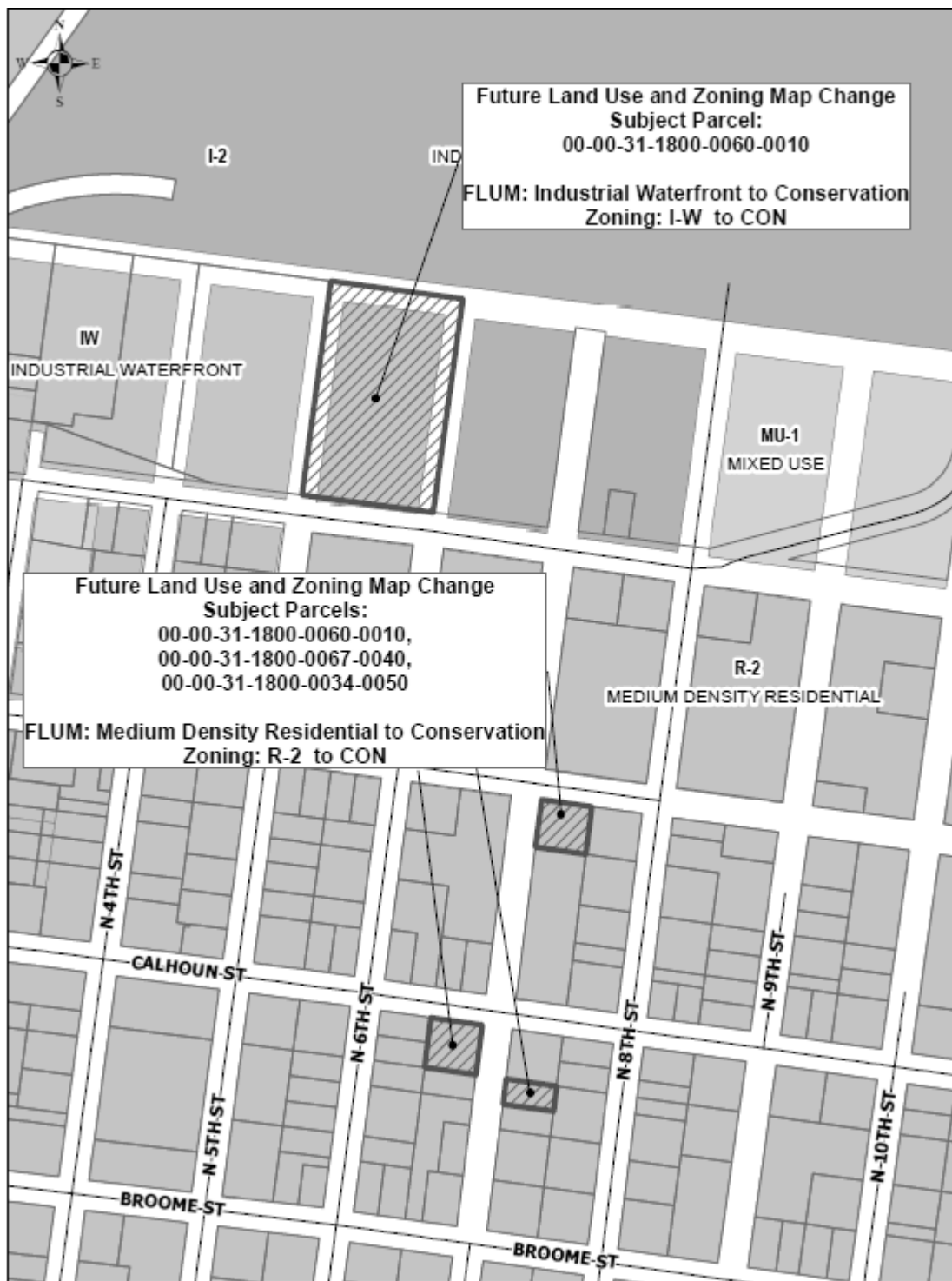
TAMMI E. BACH
City Attorney

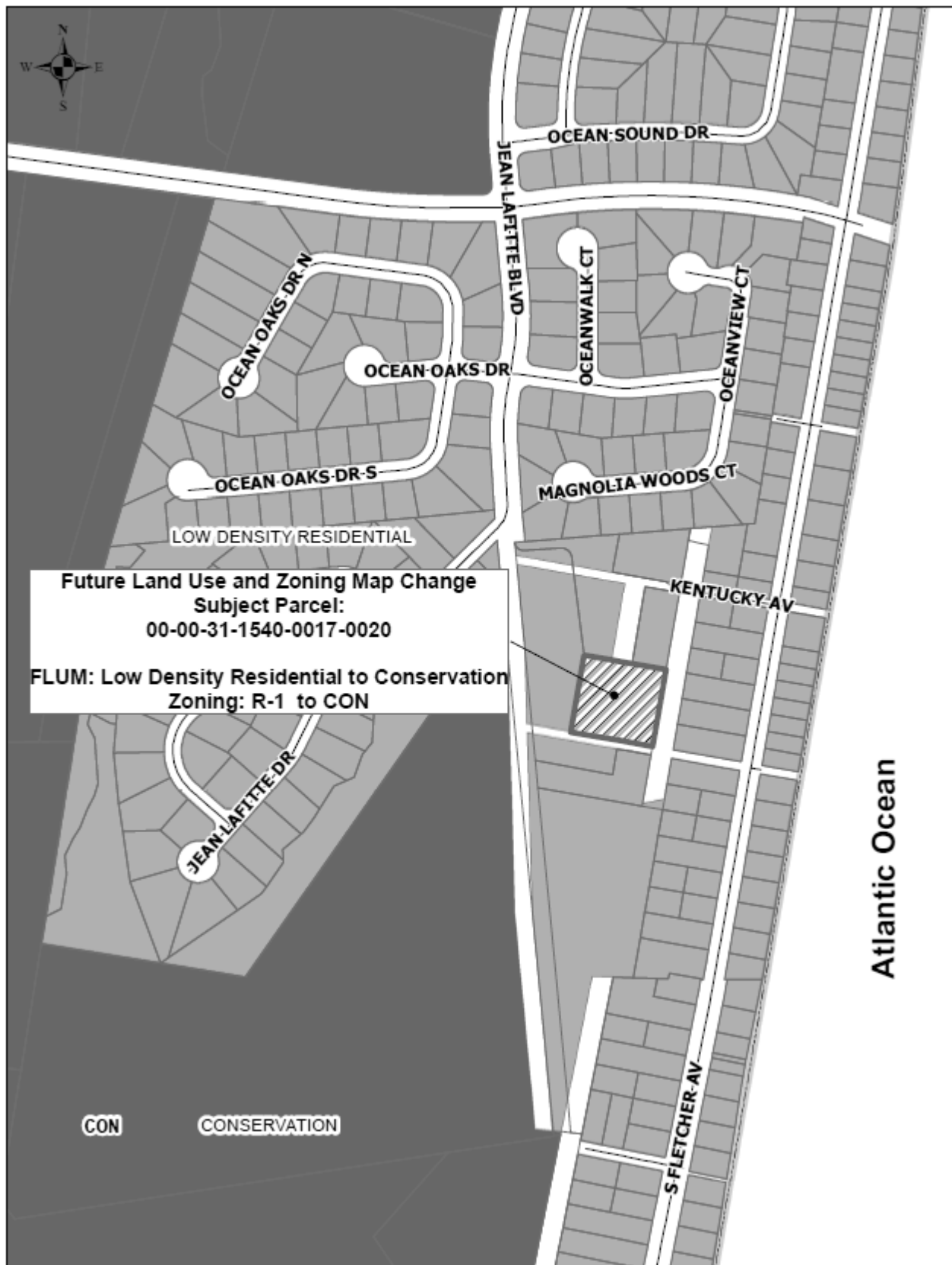
ORDINANCE 2020-23
EXHIBIT "A"

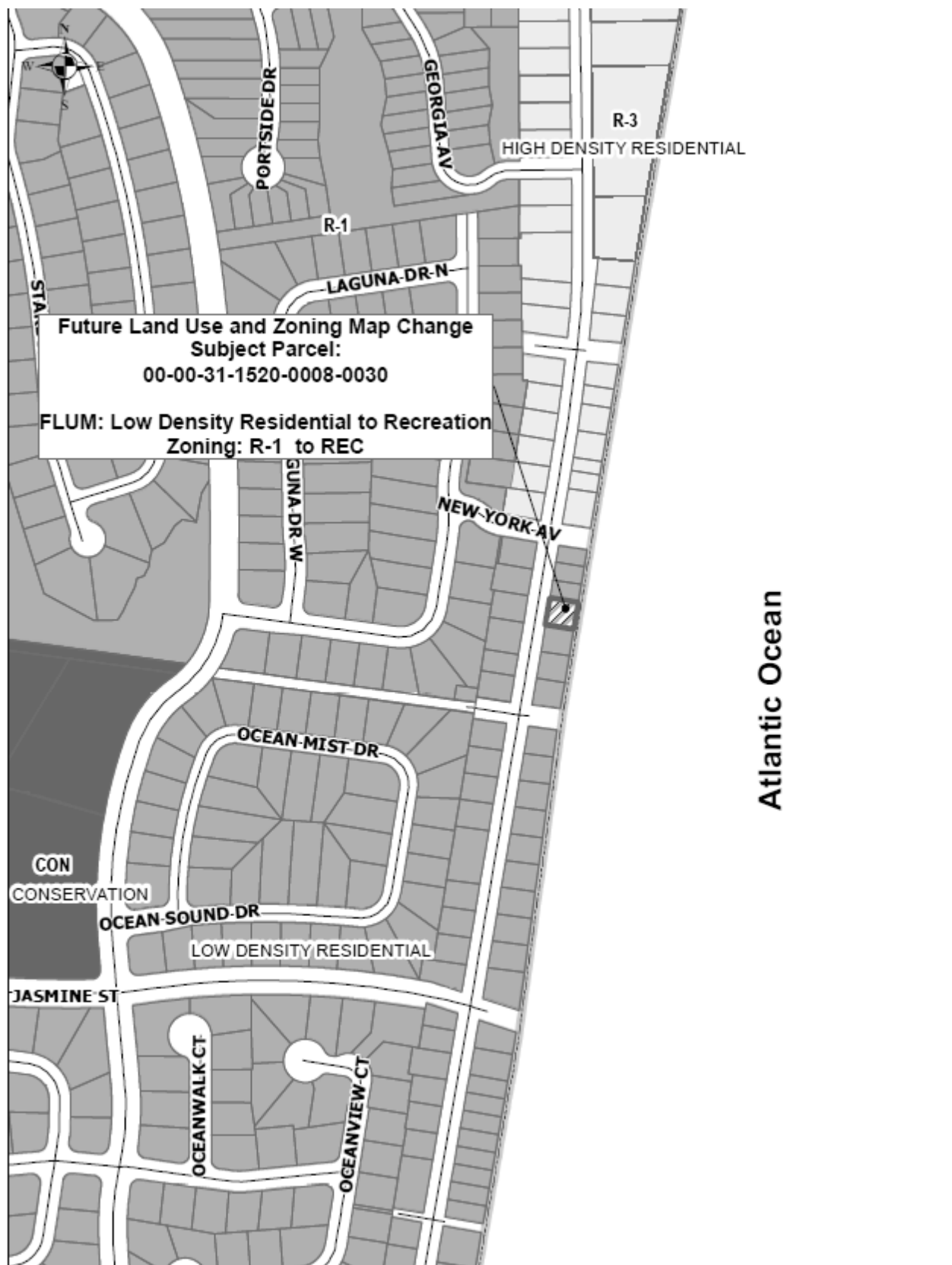
OWNER	STREET	PIN	APPROX. PARCEL ACREAGE	FROM EXISTING LAND USE	FROM EXISTING ZONING	CHANGE TO FLUM	CHANGE TO ZONING
NASSAU COUNTY	S FLETCHER AV	00-00-31- 1520-0008- 0030	0.14	LOW DENSITY RESIDENTIAL	R-1	RECREATION	REC
NASSAU COUNTY	DADE ST	00-00-31- 1800-0067- 0040	0.22	MEDIUM DENSITY RESIDENTIAL	R-2	CONSERVATION	CON
NASSAU COUNTY	CALHOUN ST	00-00-31- 1800-0034- 0050	0.23	MEDIUM DENSITY RESIDENTIAL	R-2	CONSERVATION	CON
OCEAN HIGHWAY & PORT AUTHORITY	N 3RD	00-00-31- 1800-0060- 0010	2.53	INDUSTRIAL WATERFRONT	IW	CONSERVATION	CON
STATE OF FLORIDA	1ST AV	00-00-31- 1540-0017- 0020	1.24	LOW DENSITY RESIDENTIAL	R-1	CONSERVATION	CON
STATE OF FLORIDA DEPARTMENT	CEDAR ST	00-00-31- 1180-0013- 0050	0.07	CONSERVATION	CON	CONSERVATION	CON
STATE OF FLORIDA DEPARTMENT	FLORIDA AV	00-00-31- 178A-0002- 0071	0.09	LOW DENSITY RESIDENTIAL	R-1	CONSERVATION	CON
STATE OF FLORIDA DEPARTMENT	BELVEDERE AV	00-00-31- 178A-0002- 0081	0.14	LOW DENSITY RESIDENTIAL	R-1	CONSERVATION	CON
TIIF/DEP STATE OF FLORIDA	N 7TH ST	00-00-31- 1800-0068- 0031	0.11	MEDIUM DENSITY RESIDENTIAL	R-2	CONSERVATION	CON
TIITF/REC & PARKS	FORT CLINCH DR	12-3N-29- 0000-0001- 0000	1.3	MEDIUM DENSITY RESIDENTIAL	R-2	CONSERVATION	CON











APPROVED



**MINUTES
PLANNING ADVISORY BOARD
REGULAR MEETING
DECEMBER 11, 2019**

1. CALL TO ORDER – 5:02 pm

ROLL CALL / DETERMINATION OF QUORUM

MEMBERS PRESENT:

*Mark Bennett (Vice-Chair)
Richard Clark
Jenny Schaffer (Alt 1)
Peter Stevenson*

*Victoria Robas (Alt 2)
Greg Roland (arrived at 5:49 pm)
Genece Minshew*

MEMBERS ABSENT:

OTHERS PRESENT

*Tami Bach, City Attorney
Kelly Gibson, Planning Director
Samantha Rogic, Recording Secretary*

Alternate Member Schaffer was seated as a voting member until Member Roland's late arrival.

2. APPROVAL OF MEETING MINUTES

2.1 November 13, 2019

ACTION TAKEN: A motion was made by Member Clark, seconded by Member Minshew, to approve the minutes as presented.

Motion passed by unanimous voice vote.

3. OLD BUSINESS

3.1 LAND DEVELOPMENT CODE TEXT AMENDMENTS (PAB CASE #: 2019-07): CITY OF FERNANDINA BEACH, FLORIDA REQUESTS LAND DEVELOPMENT CODE TEXT AMENDMENTS TO MODIFY STANDARDS FOR HEIGHT ENCROACHMENTS WITHIN SECTIONS 1.07.00 ADDING OR AMENDING CERTAIN DEFINITIONS; AMENDING SECTION 4.02.03 STANDARDS FOR BUILDINGS AND BUILDING PLACEMENT AND HEIGHT WITHIN SPECIAL FLOOD HAZARD AREAS; AND SECTION 10.02.01 VARIANCES TO DISALLOW GRANTING OF VARIANCES TO EXCEED MAXIMUM BUILDING HEIGHTS AND TO DEVIATE FROM REQUIRED SIDE YARD SETBACKS FOR BUILDINGS WITHIN 800 FEET OF THE MEAN HIGH WATER MARK OF THE ATLANTIC OCEAN.

Doug Roselle, 524 Tarpon Ave, spoke in support of limiting unnecessary allowable height encroachments.

ACTION TAKEN: A motion was made by Member Clark, seconded by Member Roland, to table the item to the January regular meeting.

Motion passed by unanimous voice vote.

ACTION TAKEN: A motion was made by Member Clark, seconded by Member Minshew to accept staff recommendation with regard to the yellow highlighted language and 10.02.01 Sub 11 and 12 which are additions.

Motion passed by unanimous voice vote.

4. NEW BUSINESS

4.1 PAB 2019-16: Future Land Use Map and Zoning Map Amendments to Conservation and Recreation for City Owned Properties (pursuant to Ordinance 2019-05)

The following individuals spoke to the item:

Deb Harper, 835 Allen, inquired on the notice she received in the mail.

Jeff McDowell, 2820 Mantanzas, asked for clarification on which property near him is affected.

Margarete Kirkland, 1377 Plantation Point Drive, speaking on behalf of Amelia Tree Conservancy, asked for clarification on several parcels.

Barbara Smith, 923 9th Street.

ACTION TAKEN: A motion was made by Member Roland, seconded by Member Clark, to approve PAB 2019-16 as presented.

Motion passed by unanimous voice vote.

4.2 PAB 2019-17: Future Land Use Map and Zoning Map Amendments for Non-City owned lands to Conservation and Recreation (pursuant to Ordinance 2019-05)

Marine St & Marine St:

The following individuals spoke to the item:

James O'Conner, 703 Garden Street, has a lease with CSX

Brad O'Conner, 2440 Lyndale Road, has a lease with CSX

Eric Oliver, 706 Someruelus, has a lease with CSX

Jennifer Harrison, 820 Someruelus St, spoke to the significant history of the bluff.

Member Stevenson motioned for no action to be taken on the two parcels identified to keep as industrial waterfront. Member Minshew seconded.

Upon further discussion, Member Stevenson withdrew his motion.

ACTION TAKEN: A motion was made by Member Roland, seconded by Member Clark, to postpone the CSX parcels to the March Regular meeting to give Staff time to meet with CSX.

Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.

8th and Dade Street:

The following individuals spoke to the item:

Monica Cleveland, 2203 Belvedere Ave

Jill McCarthy, 2120 Belvedere Ave

ACTION TAKEN: A motion was made by Member Clark, Seconded by Member Stevenson, to approve Staff's recommendation of all non-city owned parcels, with the exception of the CSX properties as discussed and the parcel located on the corner of Dade and 8th Street (00-00-31-1800-0067-0050).

Vote upon passage of the motion was taken b y ayes and nays and being all ayes, carried.

5. BOARD BUSINESS

5.1 Review Draft Amendments to PAB Bylaws

Members of the Board discussed.

ACTION TAKEN: A motion was made by Member Minshew, seconded by Member Roland, to approve the bylaws as amended and presented.

Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.

The Board then unanimously agreed by voice vote, to vote on the final approval at the January 2020 regular meeting.

6. STAFF REPORT

7. PUBLIC COMMENT

8. ADJOURNMENT – 7:54 PM


Samantha Rogic, Recording Secretary


Mark Bennett, Vice-Chair



STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

APPLICATION FOR FUTURE LAND USE MAP + ZONING AMENDMENTS
NON-CITY OWNED PARCELS

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

APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:	00-00-31-1180-0013-0050 AND 00-00-31-178A-0002-0071 AND 00-00-31-178A-0002-0081 STATE OF FLORIDA DEPARTMENT				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change (In accordance with action directed under Ord. 2019-05)				
LOCATION AND DESCRIPTION OF SITE:	Cedar St + Florida Ave + Belvedere Ave / Vacant Undisturbed				
CURRENT LAND USE + ZONING:	Conservation + CON Low Density Residential + R1				
PROPOSED LAND USE + ZONING:	Conservation + CON				
EXISTING USES ON SITE:	Vacant/ Undisturbed				
PROPERTY SIZE:	.07 + .09 + .14 Acres				
ENVIRONMENTAL CHARACTERISTICS:	<u>Flood zone</u>	<u>Potential Wetlands</u>	<u>Avg. Topography</u>	<u>Soil Type</u>	<u>Coastal Upland Protection Zone</u>
	AE	YES	O' to 4'	Clay	NO
ADJACENT PROPERTIES:	<u>Direction</u>	<u>Existing Use(s)</u>	<u>Year Built</u>	<u>Zoning</u>	<u>FLUM</u>
	North	Single Family	1952	R-1 + CON	Low Density Residential + Conservation
	South	Vacant Gov	n/a	CON	Conservation
	East	Vacant Gov	n/a	CON	Conservation
	West	Single Family	1988	R-1	Low Density Residential
APPLICABLE COMPREHENSIVE PLAN POLICIES:	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering); 1.07.15 (conservation land use category); Objective 5.08 (Wetlands Protection and Preservation) and all policy statements which follow; Objective 5.10 (Wildlife Planning) and specific policies 5.10.01, 5.10.02, 5.10.05 5.14.09 (development standards for environmentally sensitive and conservation lands);				



STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

	Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands); 6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) Reference: www.fbfl.us/Compplan
APPLICABLE LAND DEVELOPMENT CODE SECTIONS:	2.00.03 (Establishment of district boundary); 2.01.20 (CON zoning district); 3.02.06 (Land Uses within Areas of Special Flood Hazard); 3.03.00 (Wetland Protection); 4.05.00 (Landscaping, Buffers, and Tree Protection); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) Reference: www.fbfl.us/LDC
STAFF RECOMMENDATION:	Staff finds the requested amendments to be sufficiently compliant with the Comprehensive Plan, Land Development Code, and established City Commission Goal to increase conservation land use and zoning acreage. Staff recommends approval of the request.

Submitted by:

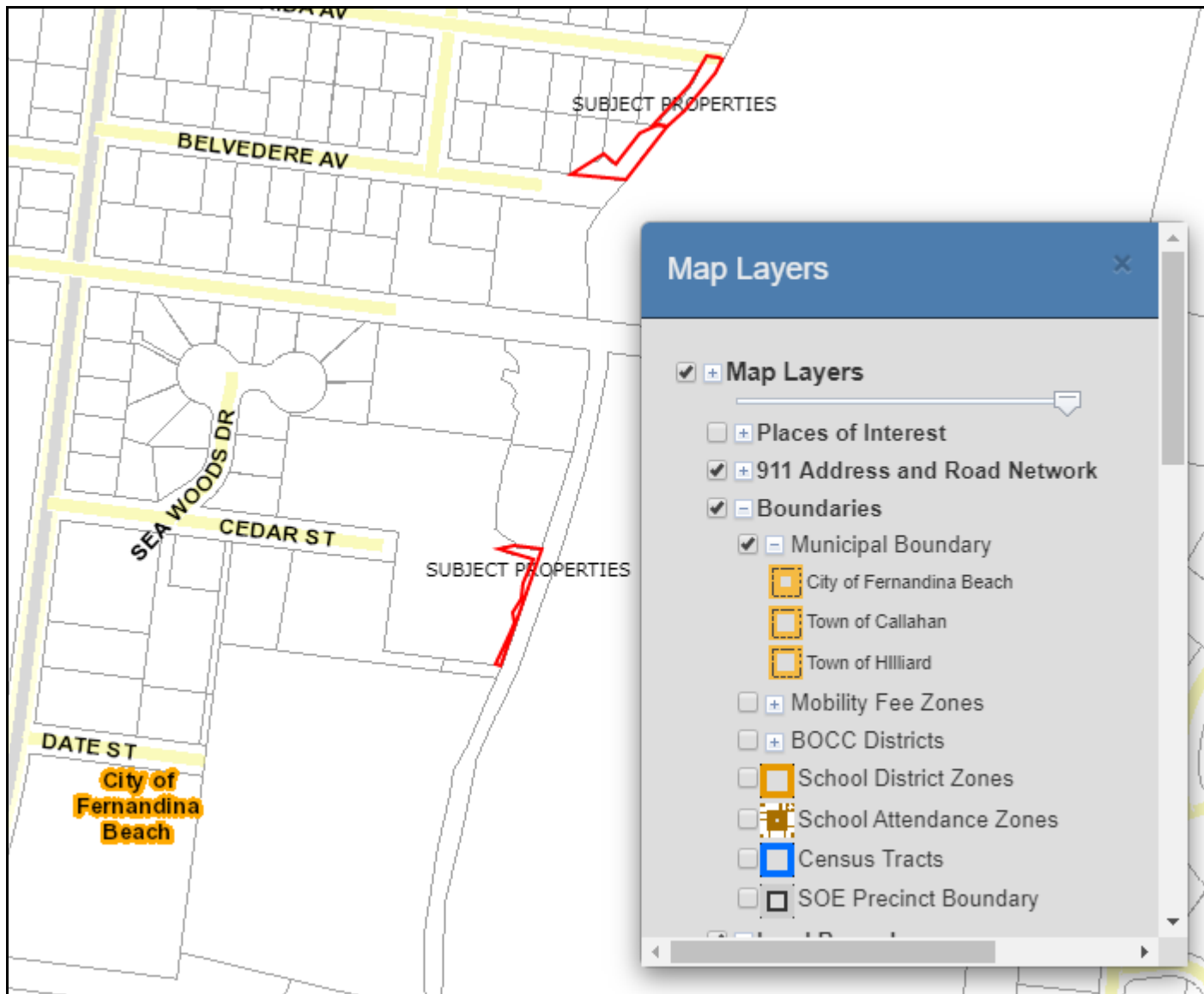
A handwritten signature in blue ink that reads "Kelly N. Gibson".

Kelly N. Gibson, AICP
Director



STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

PROPERTY BOUNDARY





STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

CURRENT LAND USE





The screenshot shows a GIS application interface. On the left, a legend window is open, displaying a list of map layers and their corresponding colors. The legend includes the following items:

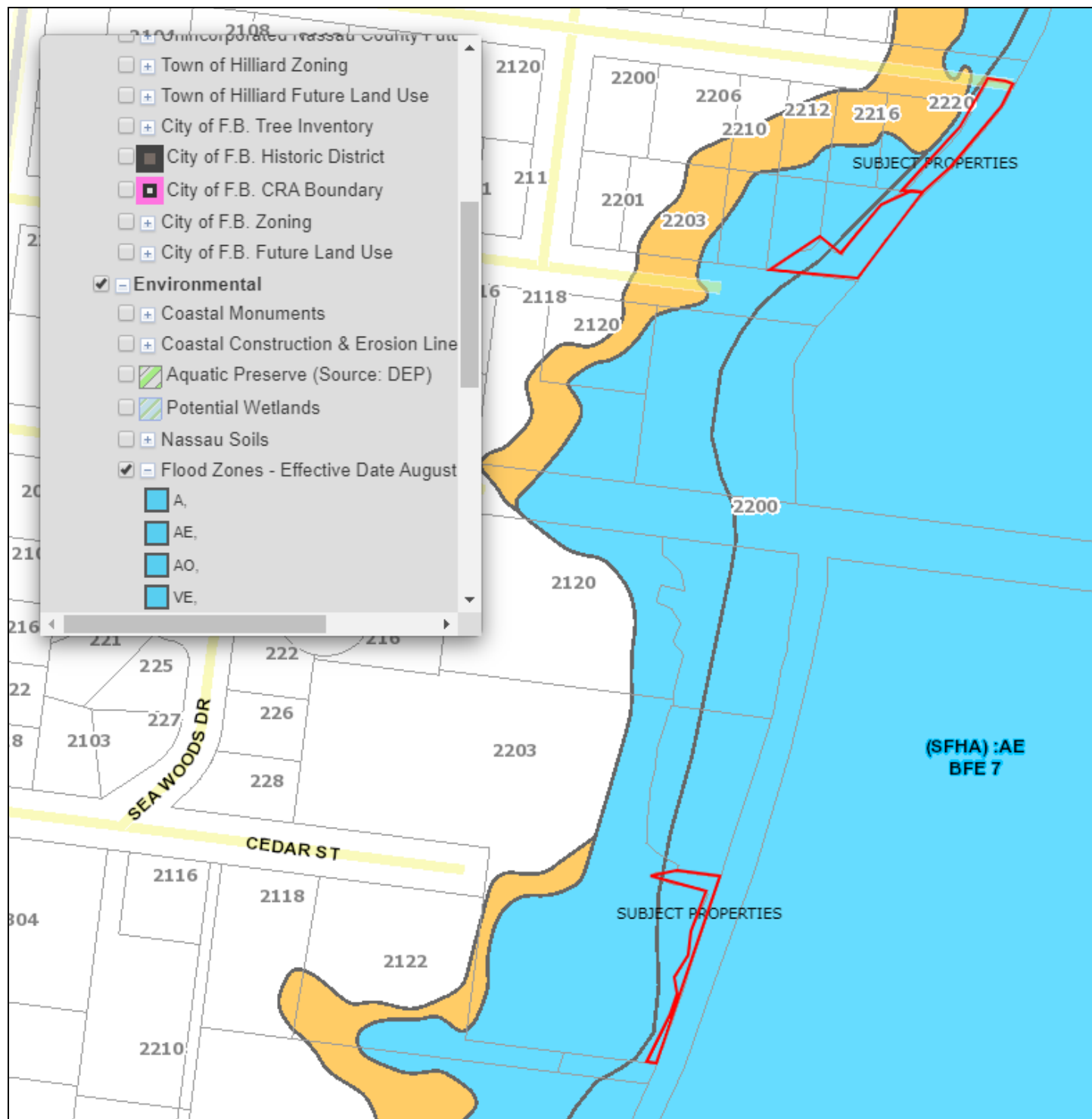
- Unincorporated Nassau County Future Land Use
- Town of Hilliard Zoning
- Town of Hilliard Future Land Use
- City of F.B. Tree Inventory
- City of F.B. Historic District
- City of F.B. CRA Boundary
- City of F.B. Zoning
- MU-8
- I-2
- GC/C-2 with PUD
- R-3 with PUD
- R-2 with PUD
- C-1
- C-2
- C-3
- MU-1
- R-1
- RLM

The map displays a grid of land parcels, each labeled with a number. Several parcels are highlighted in red and labeled "SUBJECT PROPERTIES". Other labels on the map include "CON 10-33", "R-1 06-31", and "City of Fernandina Beach". The map also shows street names like "SEA WOODS DR" and "CEDAR ST".



STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

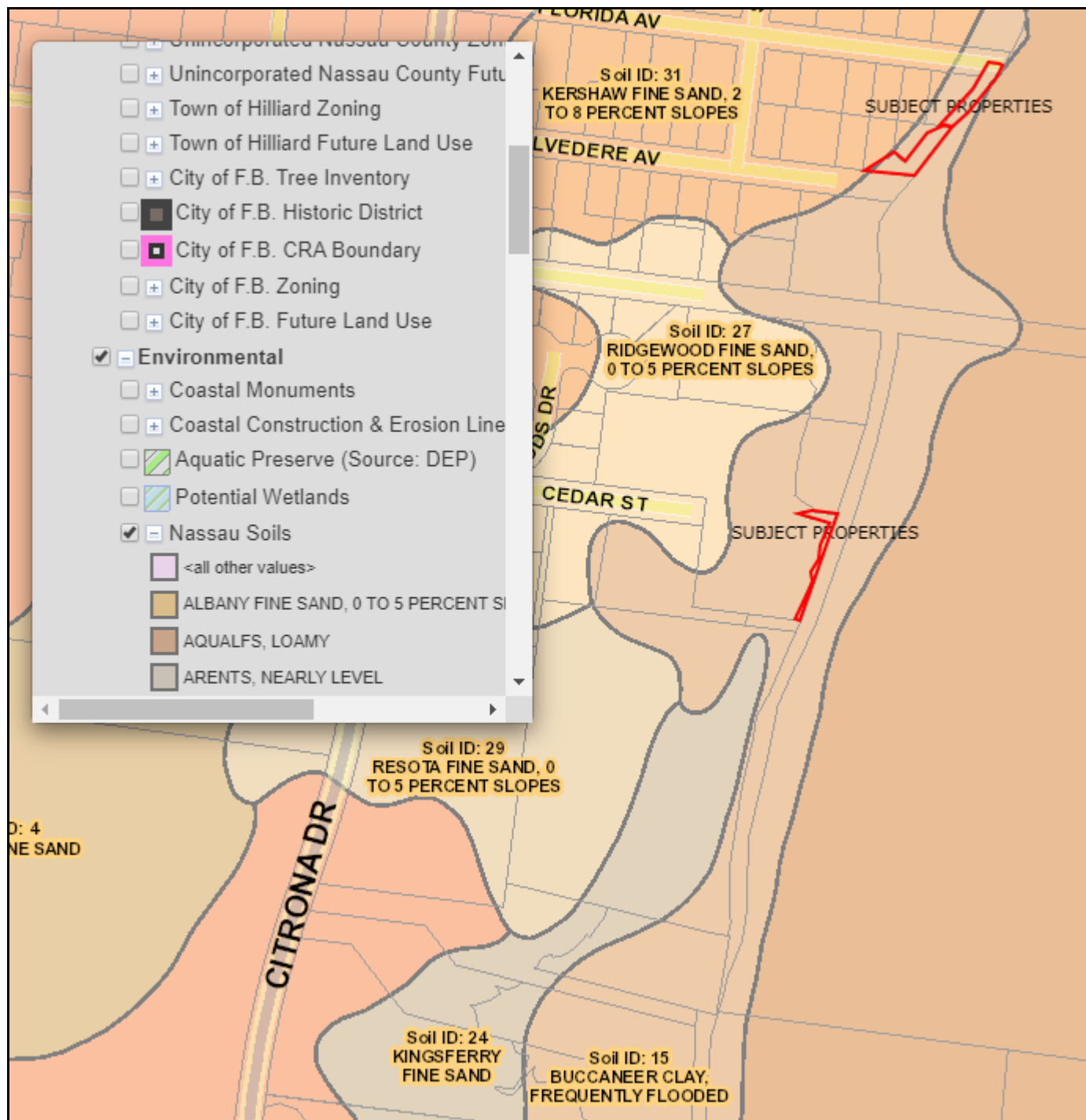
FLOODZONE





STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

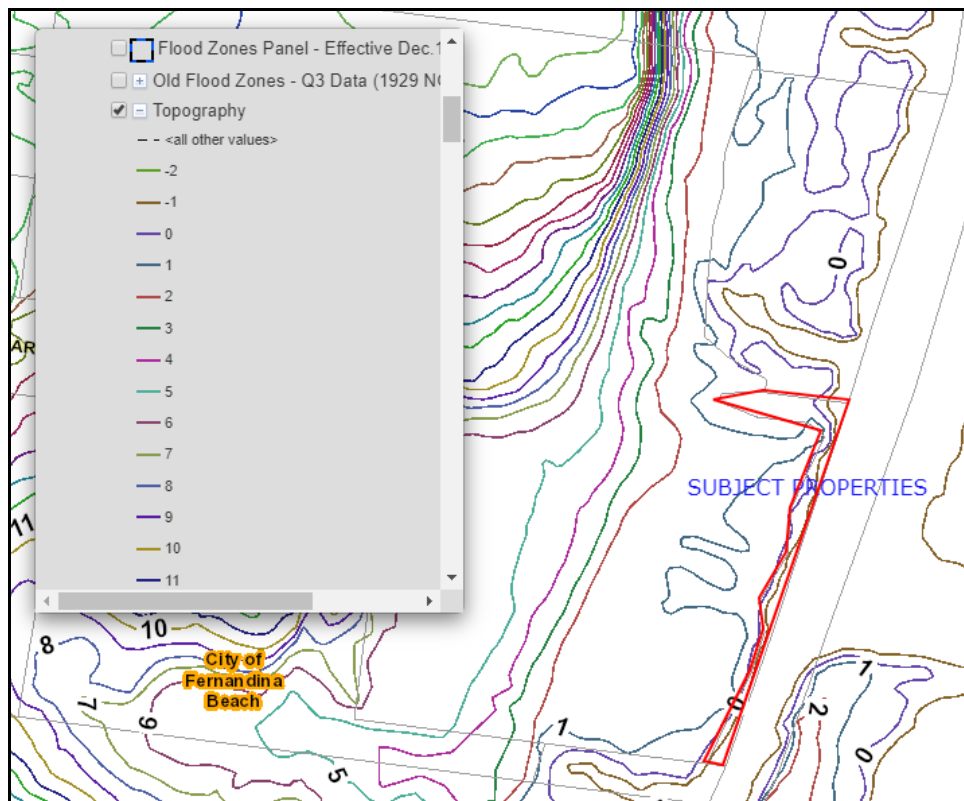
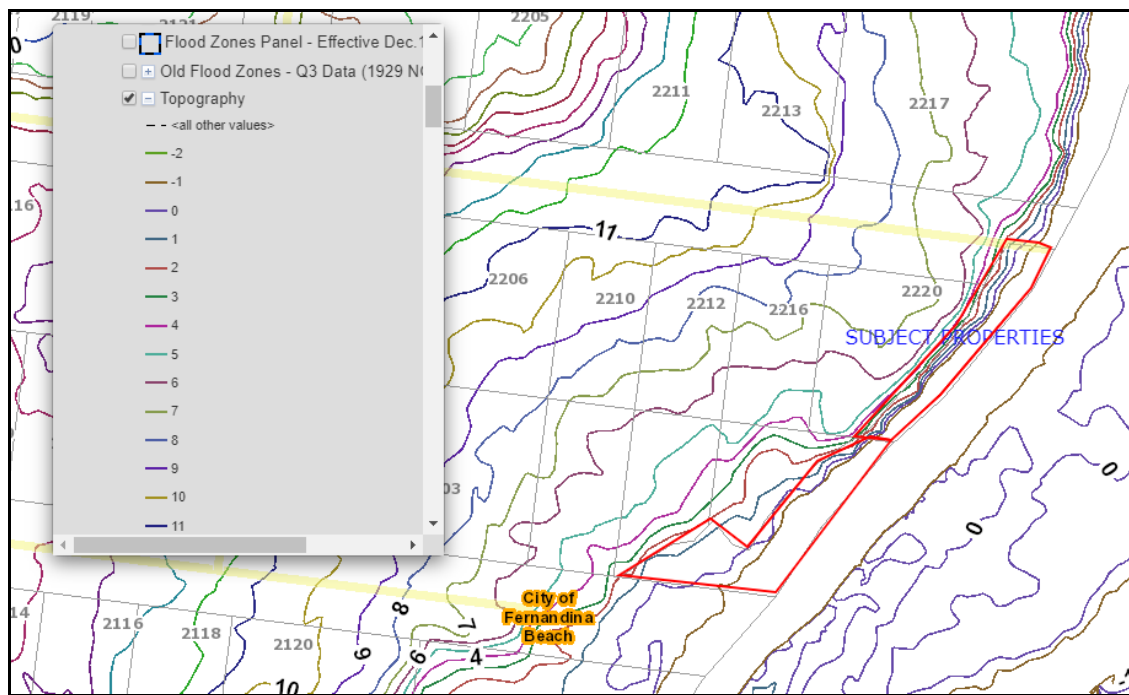
SOILS





STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

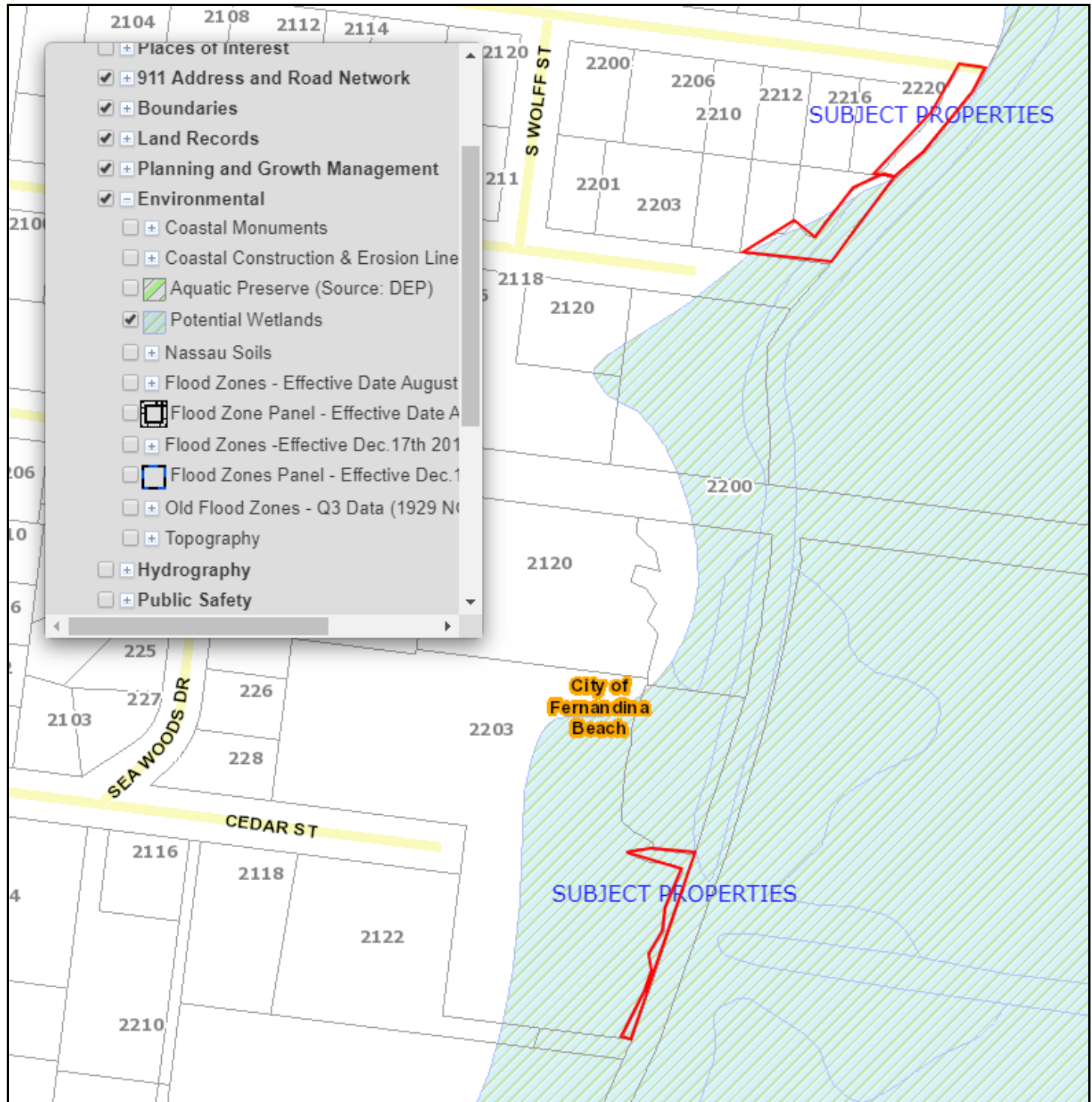
TOPOGRAPHY





STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

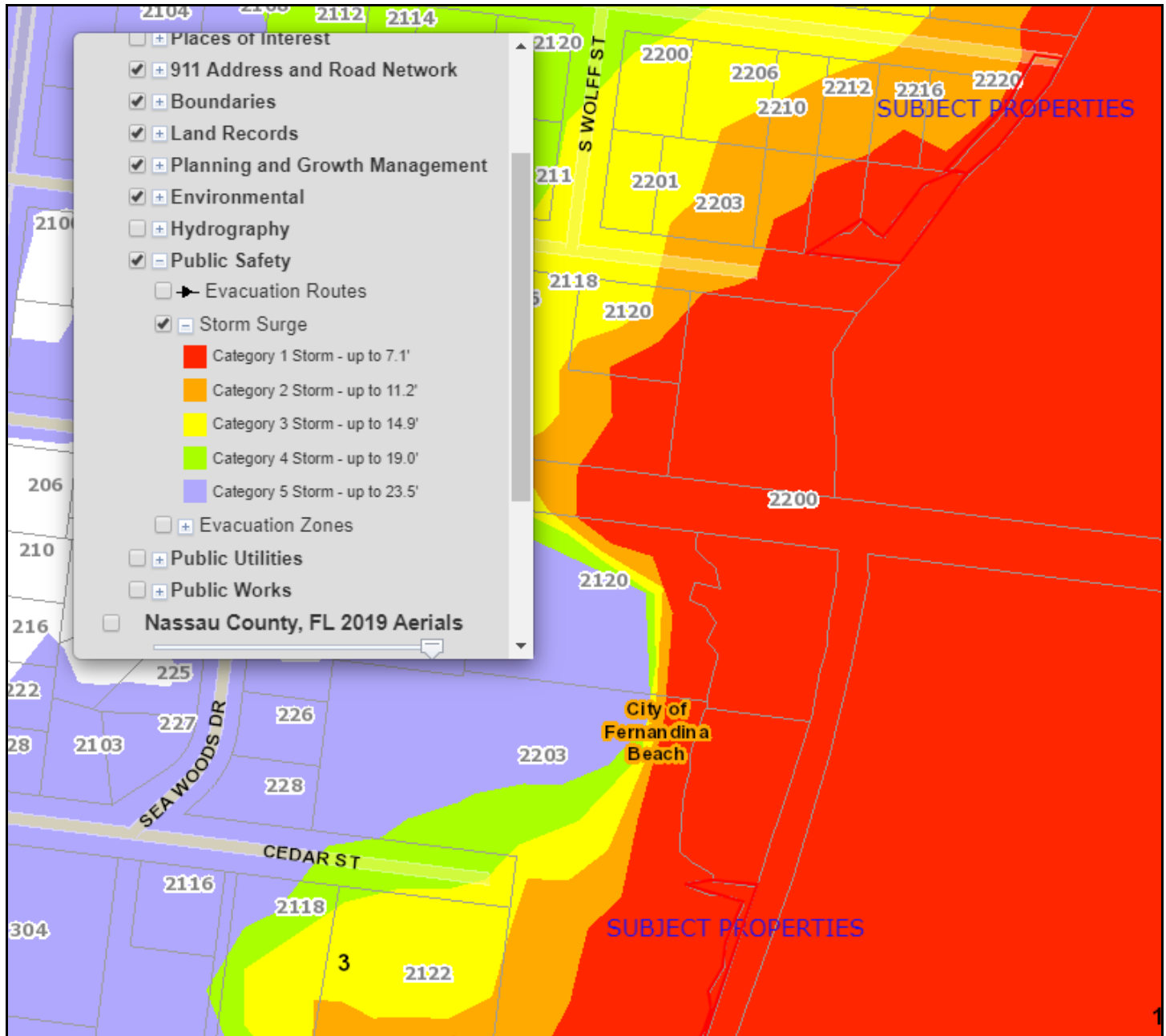
WETLANDS





STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

STORM SURGE ZONE (COASTAL HIGH HAZARD AREA DEFINED AS CATEGORY 1 ZONE)





STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

APPLICATION FOR FUTURE LAND USE MAP + ZONING AMENDMENTS
NON-CITY OWNED PARCELS

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

APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:	00-00-31-1800-0067-0040 AND 00-00-31-1800-0034-0050 AND 00-00-31-1800-0068-0031 NASSAU COUNTY + TIITF/REC & PARKS				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change (In accordance with action directed under Ord. 2019-05)				
LOCATION AND DESCRIPTION OF SITE:	Dade St. + Calhoun St. + N 7 th St. Vacant/ Undisturbed				
CURRENT LAND USE + ZONING:	Medium Density Residential R-2 + Medium Density Residential R-2 + Medium Density Residential R-2				
PROPOSED LAND USE + ZONING:	Conservation + CON				
EXISTING USES ON SITE:	Vacant/ Undisturbed				
PROPERTY SIZE:	.22 + .23 + .11				
ENVIRONMENTAL CHARACTERISTICS:	<u>Flood zone</u>	<u>Potential Wetlands</u>	<u>Avg. Topography</u>	<u>Soil Type</u>	<u>Coastal Upland Protection Zone</u>
	AE 9 + AE 9 + AE 9	YES + NO + NO	3'-8' + 3'- 8' + 2'-3'	Soil ID:28 Tisonia Mucky Peat, Tidal; + Soil ID: 31 Kershaw Fine Sand, 2 to 8 Percent Slopes; Soil ID: 24 KingsFerry Fine Sand + Soil ID:24 KingsFerry Fine Sand	NO; NO; NO



PAB 2019-17 (Non-City Owned Conservation Lands: Reference to Ord. 2019-05)
Staff Report: Page 2 of 7



STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

	conservation lands); 6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) Reference: www.fbfl.us/Compplan
APPLICABLE LAND DEVELOPMENT CODE SECTIONS:	2.00.03 (Establishment of district boundary); 2.01.20 (CON zoning district); 3.02.06 (Land Uses within Areas of Special Flood Hazard); 3.03.00 (Wetland Protection); 4.05.00 (Landscaping, Buffers, and Tree Protection); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) Reference: www.fbfl.us/LDC
STAFF RECOMMENDATION:	Staff finds the requested amendments to be sufficiently compliant with the Comprehensive Plan, Land Development Code, and established City Commission Goal to increase conservation land use and zoning acreage. Staff recommends approval of the request.

Submitted by:

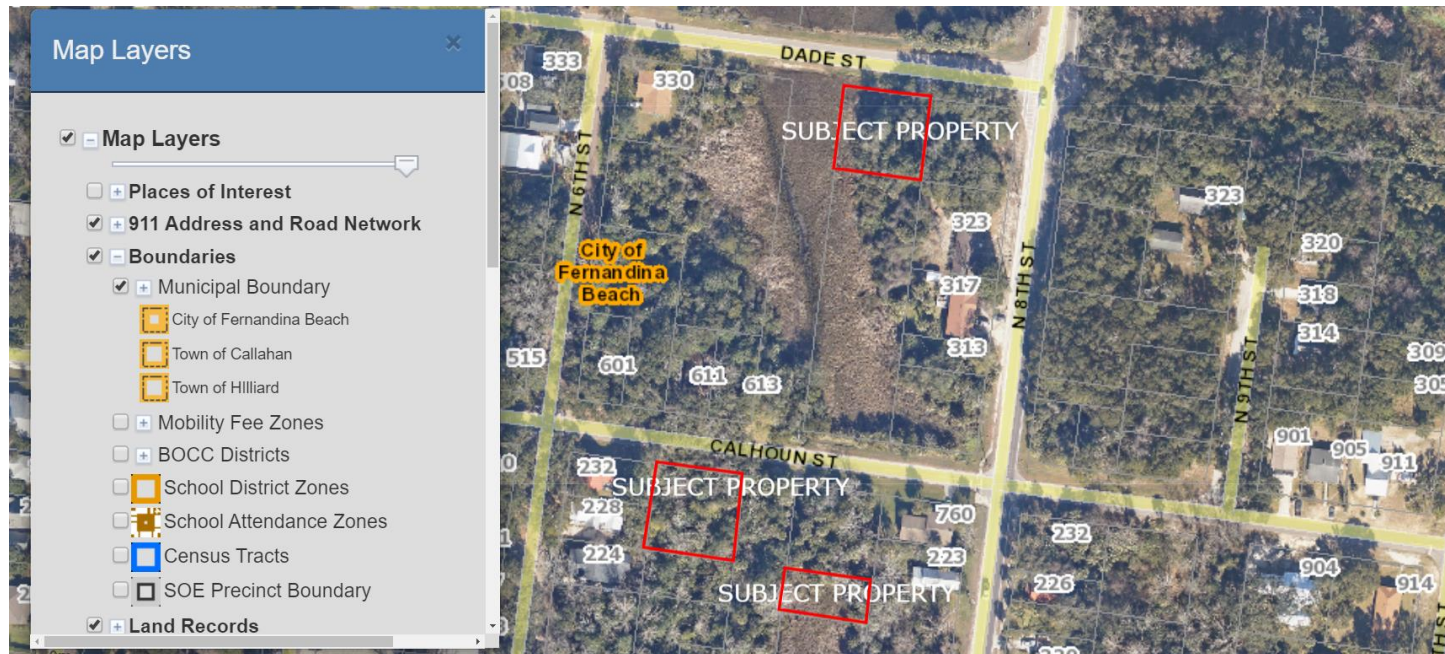
A handwritten signature in blue ink that reads "Kelly N. Gibson".

Kelly N. Gibson, AICP
Director

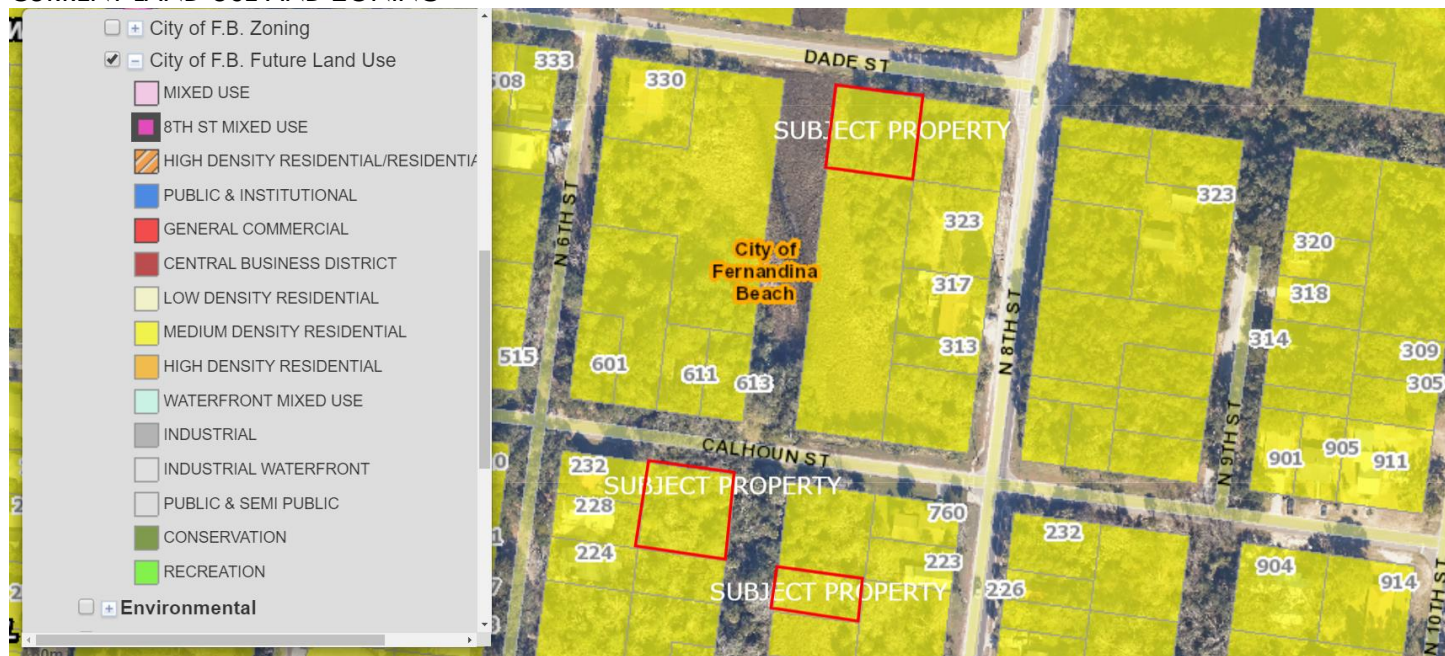


STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

PROPERTY BOUNDARY

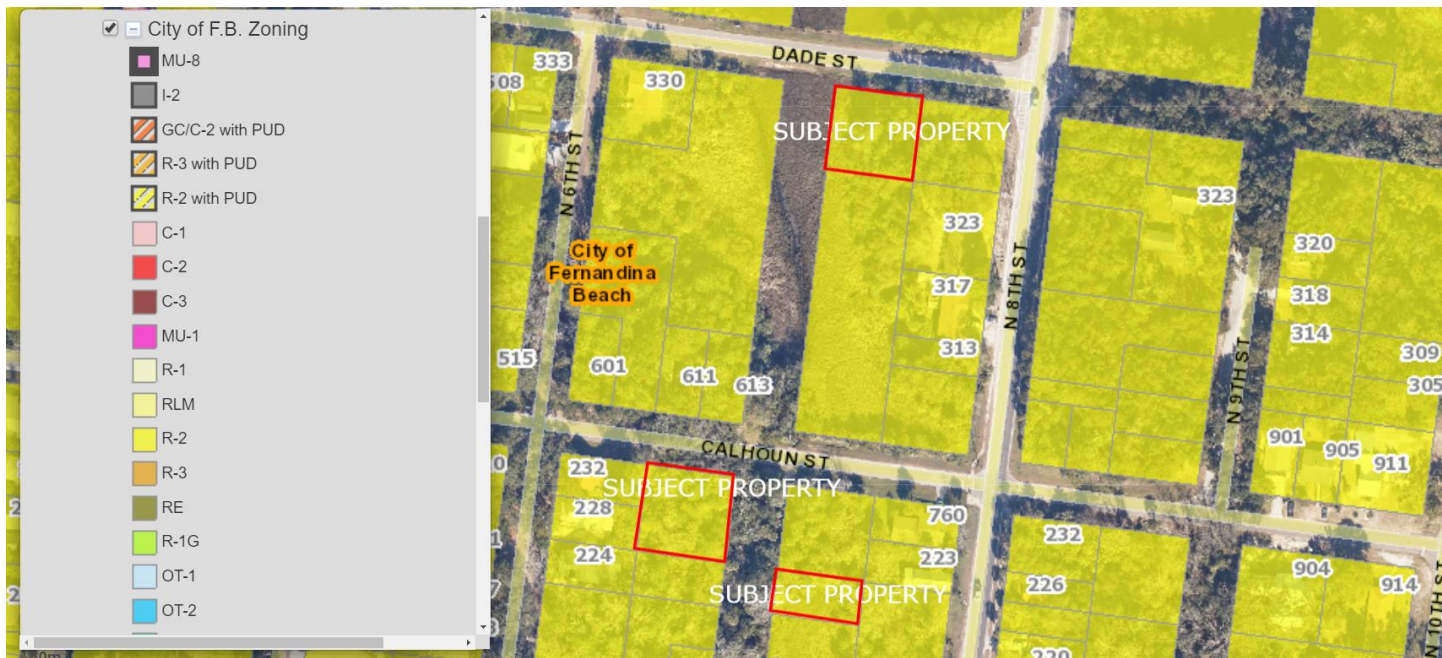


CURRENT LAND USE AND ZONING

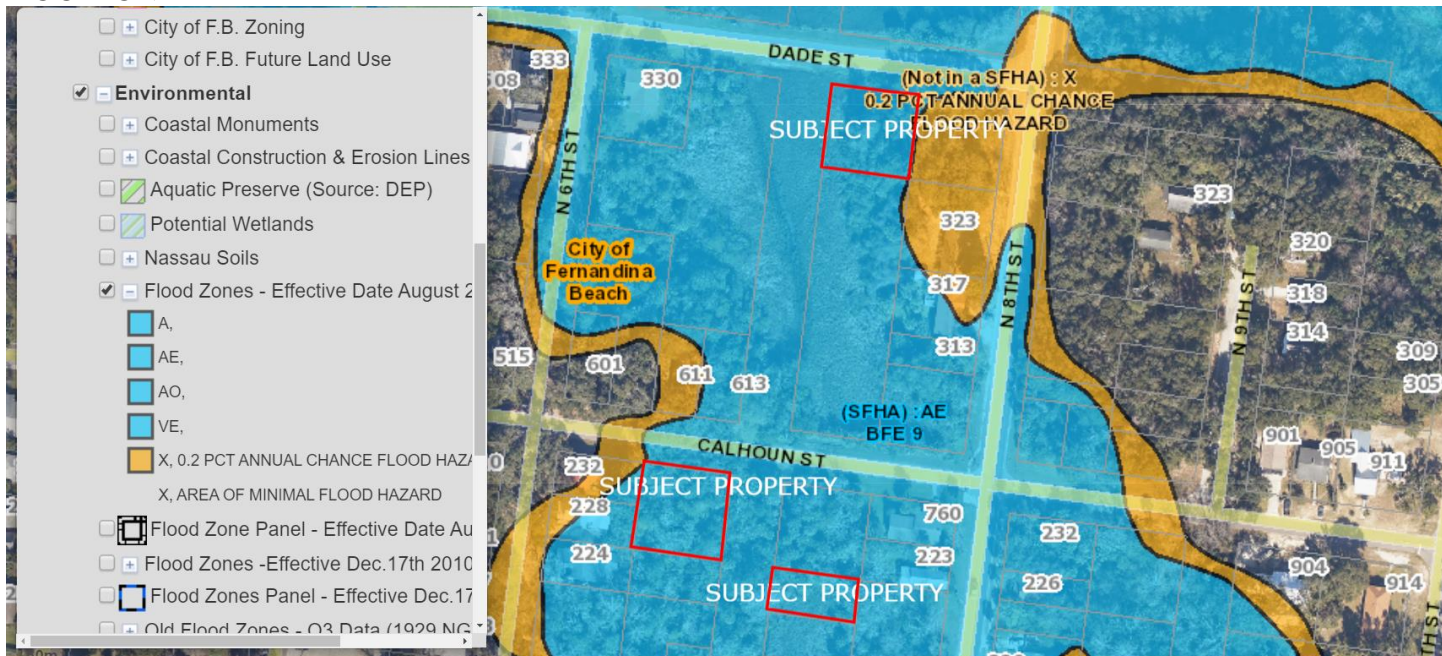




STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019



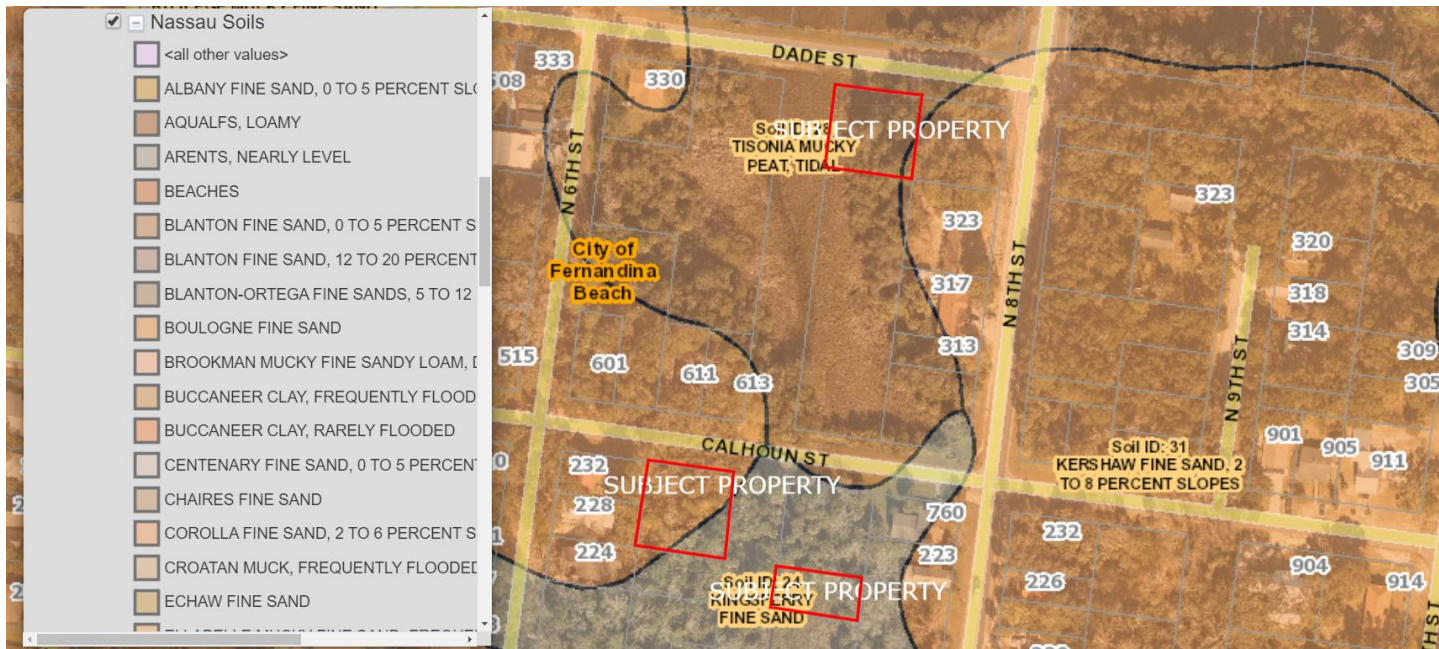
FLOODZONE



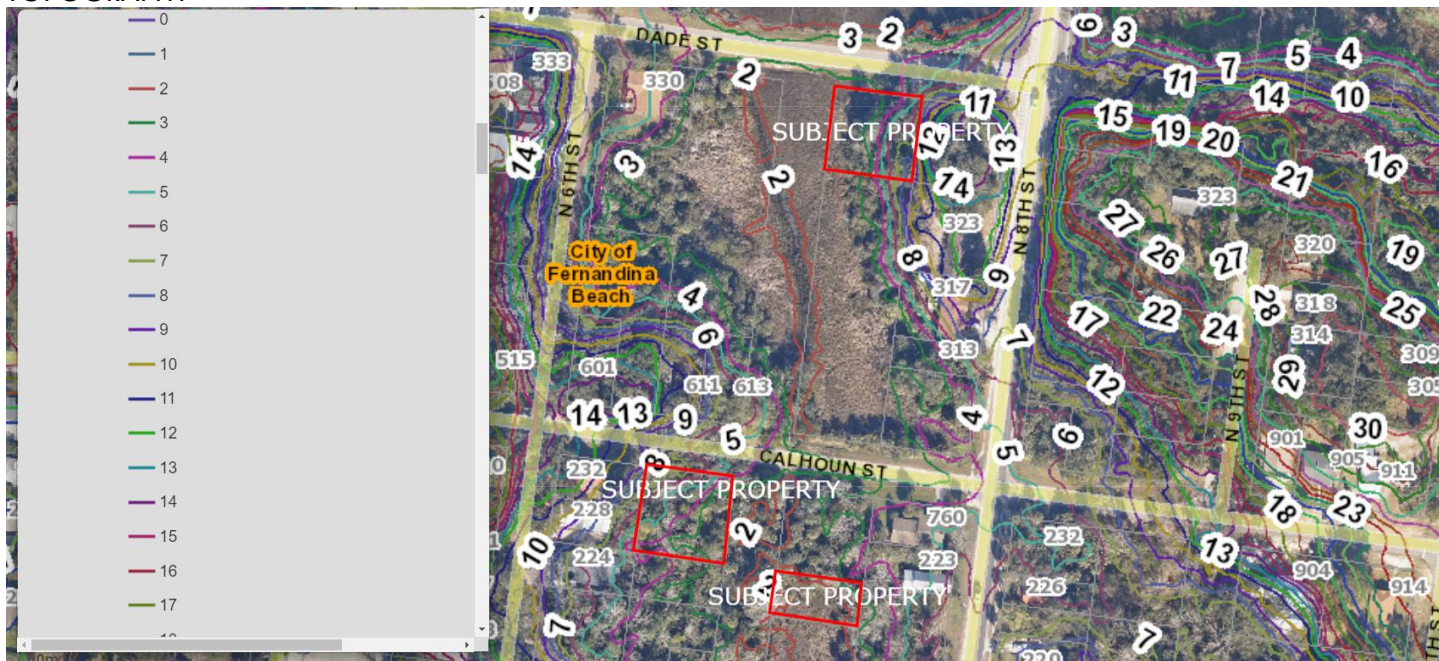


STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

SOILS



TOPOGRAPHY







STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

APPLICATION FOR FUTURE LAND USE MAP + ZONING AMENDMENTS
NON-CITY OWNED PARCELS

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

APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:	00-00-31-1540-0017-0020 STATE OF FLORIDA				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change (In accordance with action directed under Ord. 2019-05)				
LOCATION AND DESCRIPTION OF SITE:	1 st Avenue – Vacant/Undisturbed				
CURRENT LAND USE + ZONING:	Low Density Residential + R-1				
PROPOSED LAND USE + ZONING:	Conservation + CON				
EXISTING USES ON SITE:	Vacant/ Undisturbed				
PROPERTY SIZE:	1.24 Acre				
ENVIRONMENTAL CHARACTERISTICS:	<u>Flood zone</u>	<u>Potential Wetlands</u>	<u>Avg. Topography</u>	<u>Soil Type</u>	<u>Coastal Upland Protection Zone</u>
	AE	YES	0' to 3'	Muck + Fine Sand	NO
ADJACENT PROPERTIES:	<u>Direction</u>	<u>Existing Use(s)</u>	<u>Year Built</u>	<u>Zoning</u>	<u>FLUM</u>
	North	Vacant	n/a	R-1	Low Density Residential
	South	Vacant	n/a	R-1	Low Density Residential
	East	Single Family	1956	R-1	Low Density Residential
	West	Vacant	n/a	R-1	Low Density Residential
APPLICABLE COMPREHENSIVE PLAN POLICIES:	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering); 1.07.15 (conservation land use category); Objective 5.08 (Wetlands Protection and Preservation) and all policy statements which follow; Objective 5.10 (Wildlife Planning) and specific policies 5.10.01, 5.10.02, 5.10.05 5.14.09 (development standards for environmentally sensitive and conservation lands); Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09;				



STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

	5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands); 6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) Reference: www.fbfl.us/Compplan
APPLICABLE LAND DEVELOPMENT CODE SECTIONS:	2.00.03 (Establishment of district boundary); 2.01.20 (CON zoning district); 3.02.06 (Land Uses within Areas of Special Flood Hazard); 3.03.00 (Wetland Protection); 4.05.00 (Landscaping, Buffers, and Tree Protection); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) Reference: www.fbfl.us/LDC
STAFF RECOMMENDATION:	Staff finds the requested amendments to be sufficiently compliant with the Comprehensive Plan, Land Development Code, and established City Commission Goal to increase conservation land use and zoning acreage. Staff recommends approval of the request.

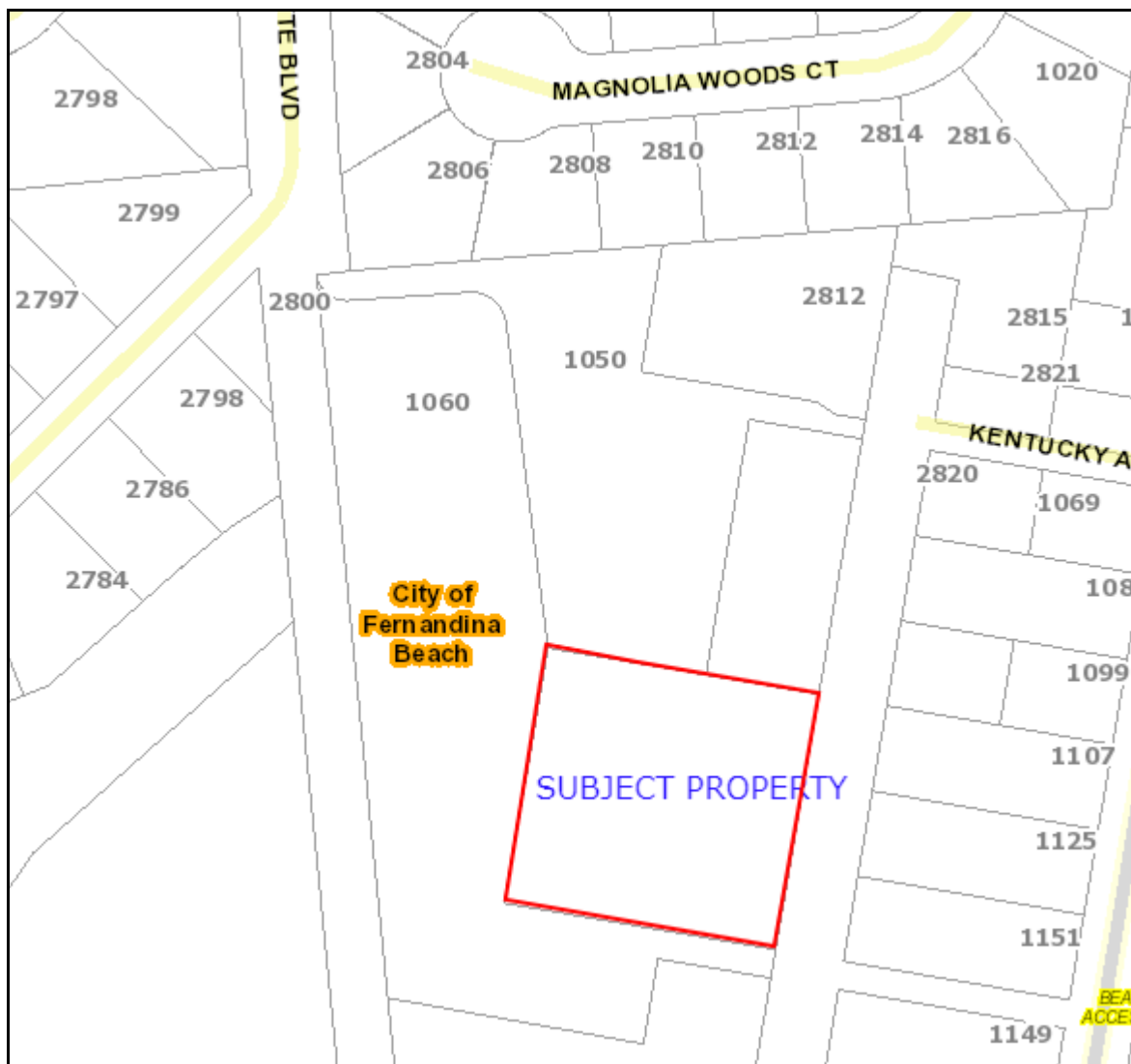
Submitted by:

Kelly N. Gibson, AICP
Director



STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

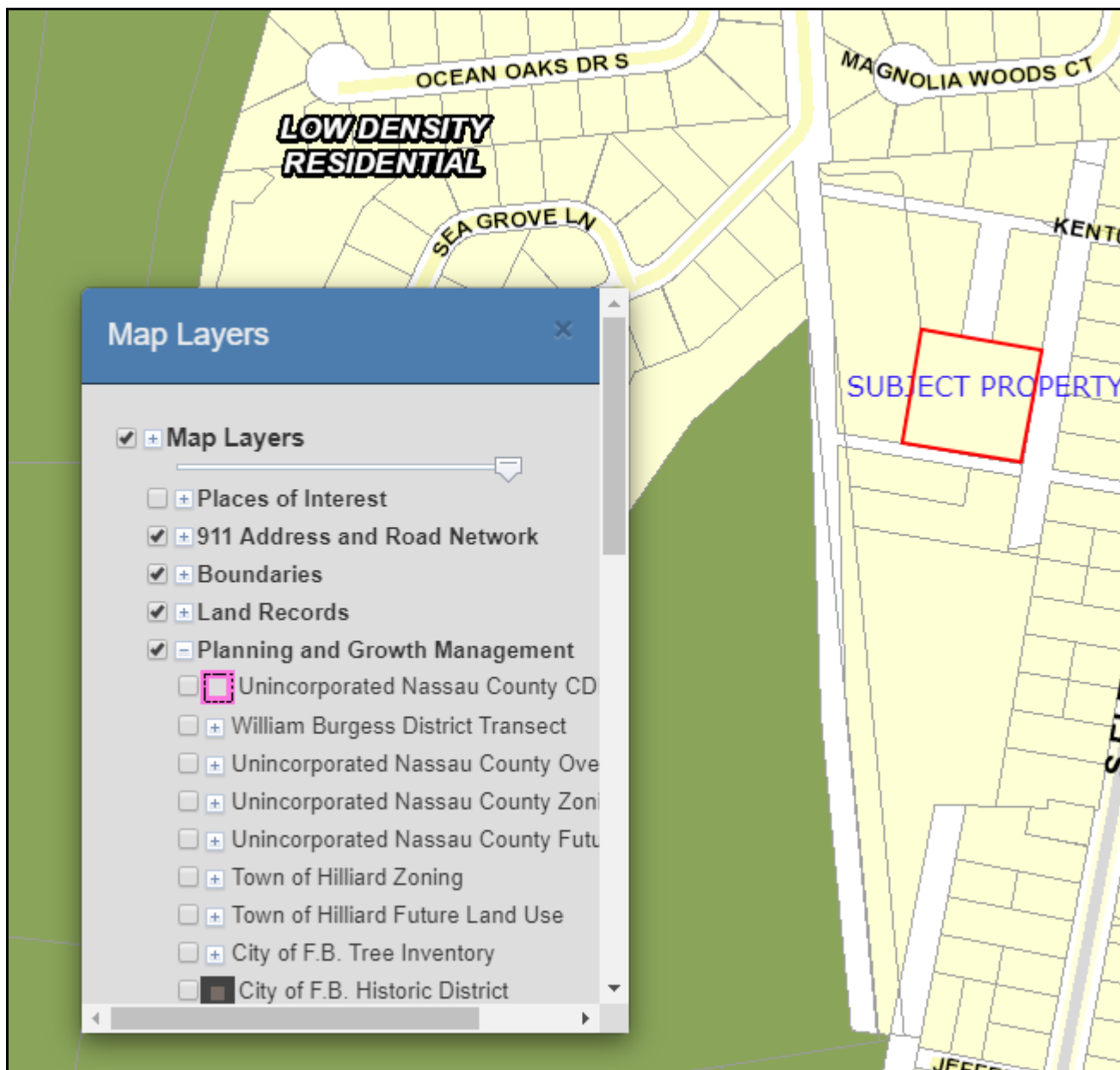
PROPERTY BOUNDARY





STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

CURRENT LAND USE

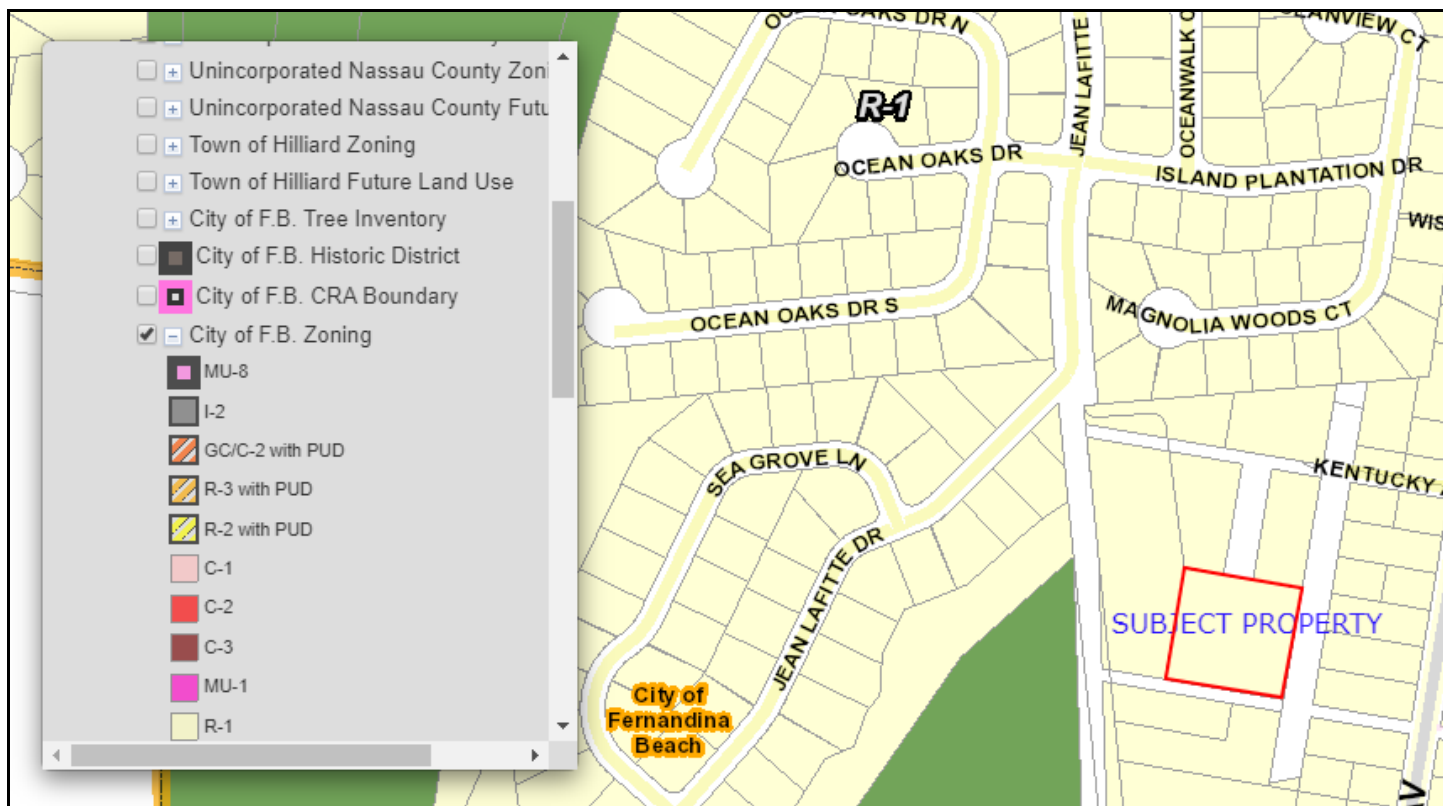


AND



STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

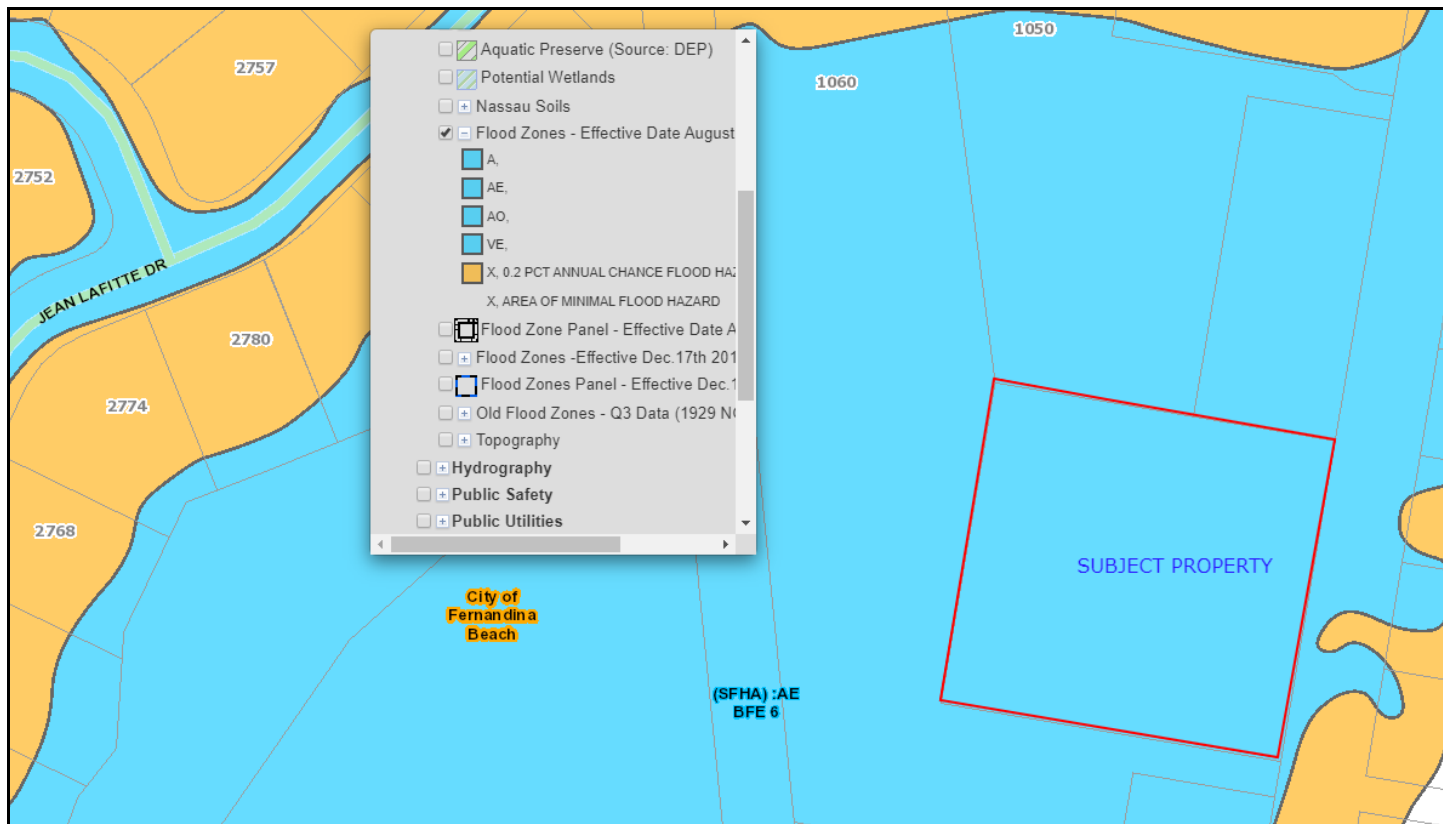
ZONING





STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

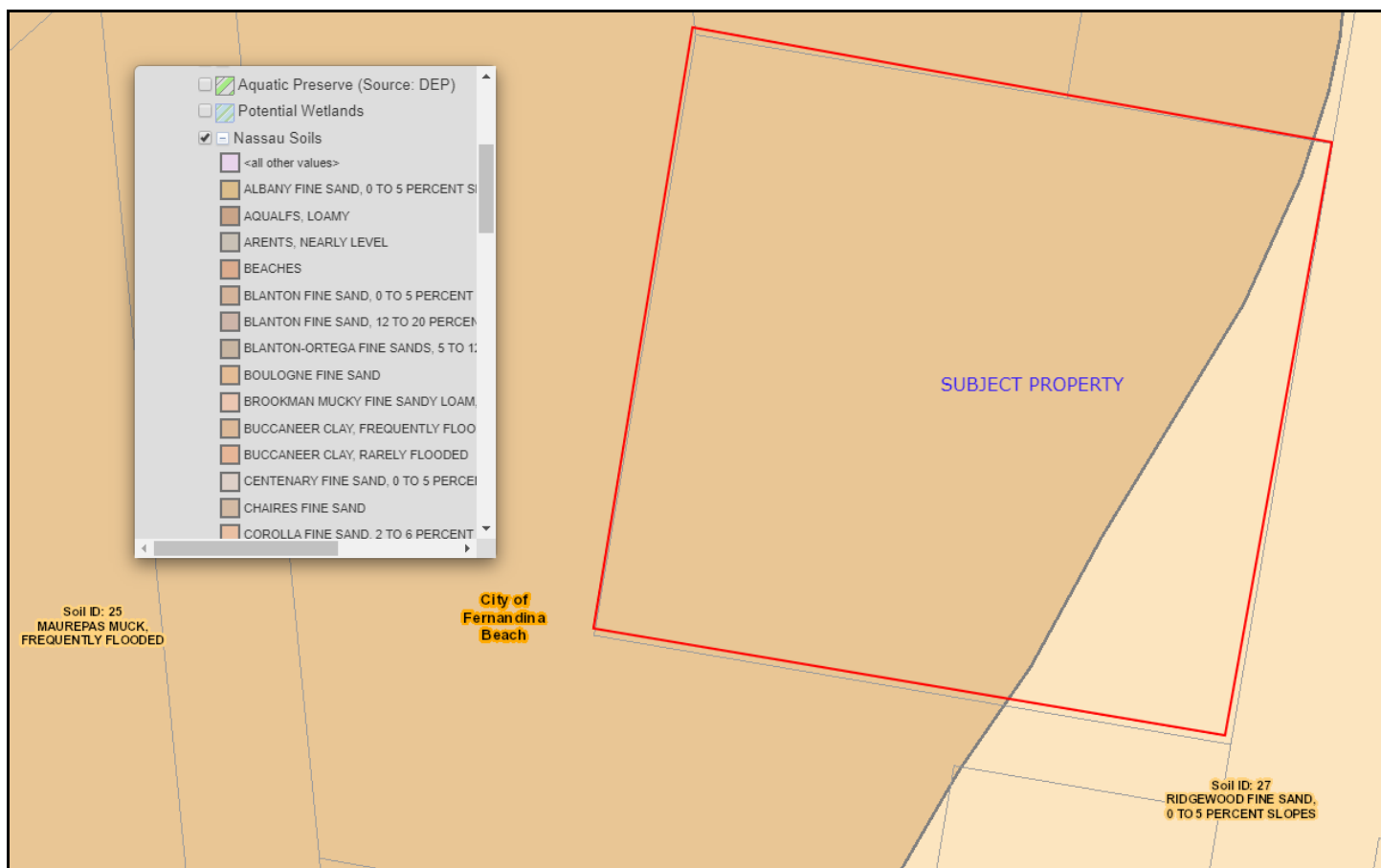
FLOODZONE





STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

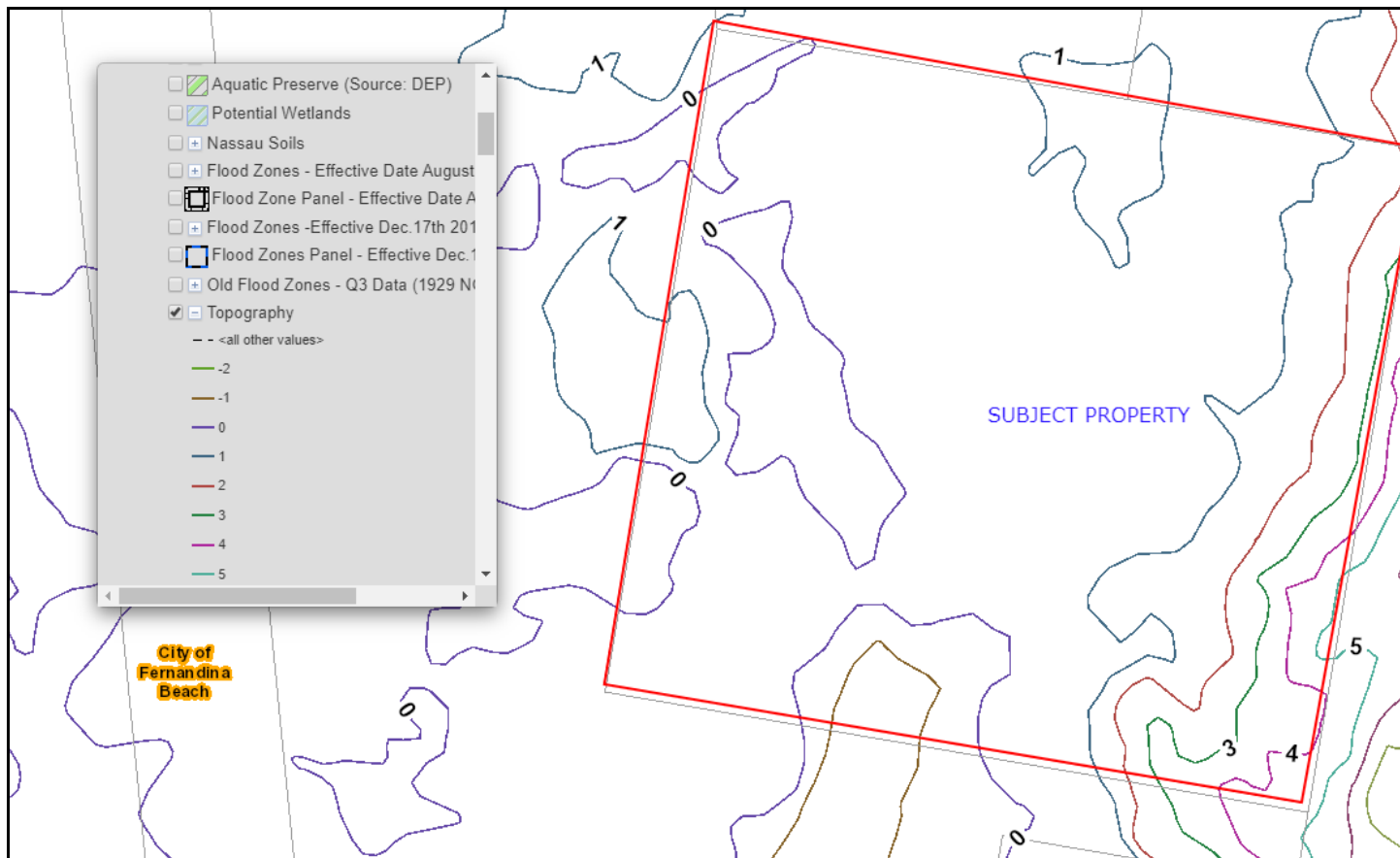
SOILS





STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

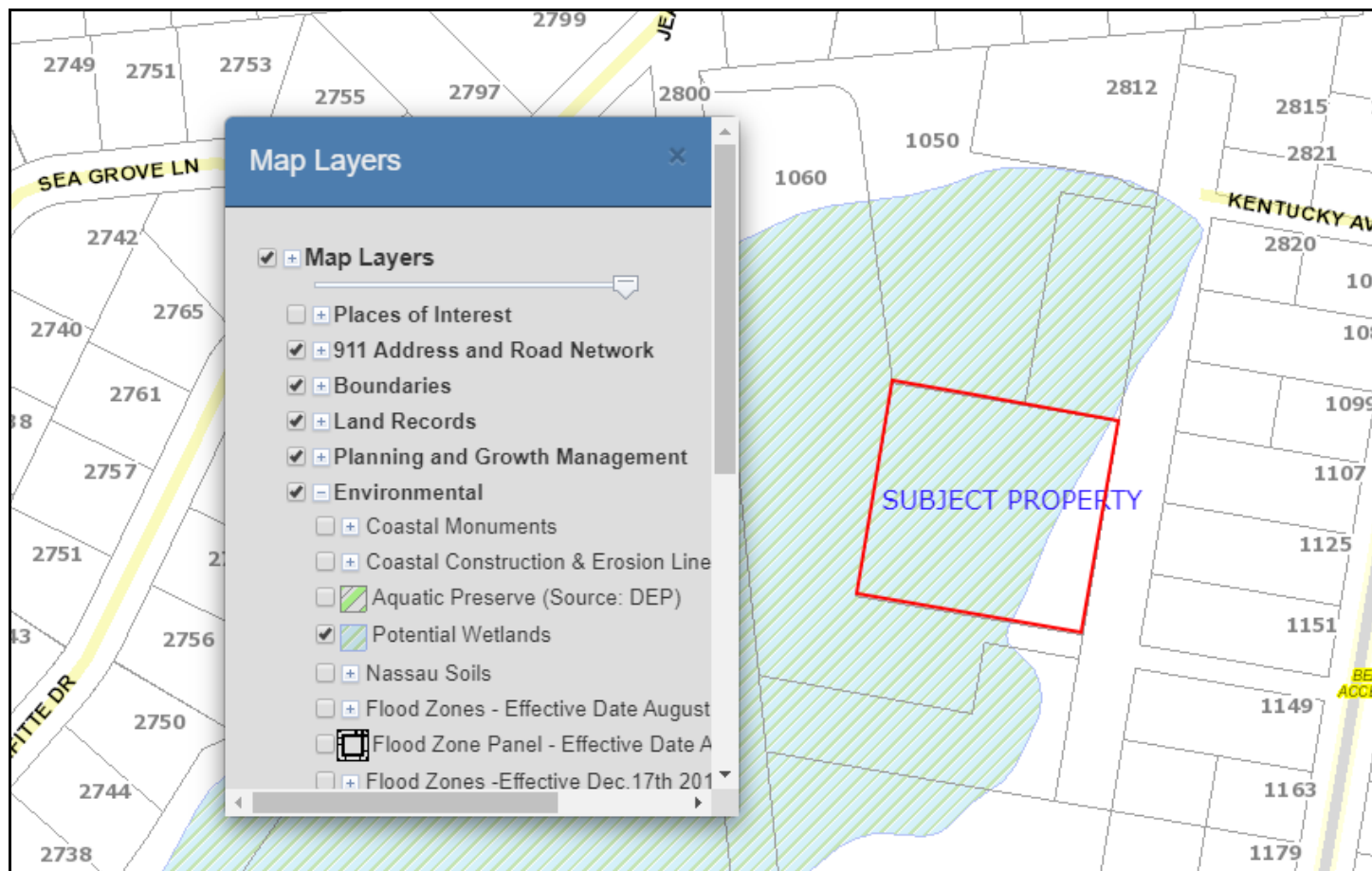
TOPOGRAPHY





STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
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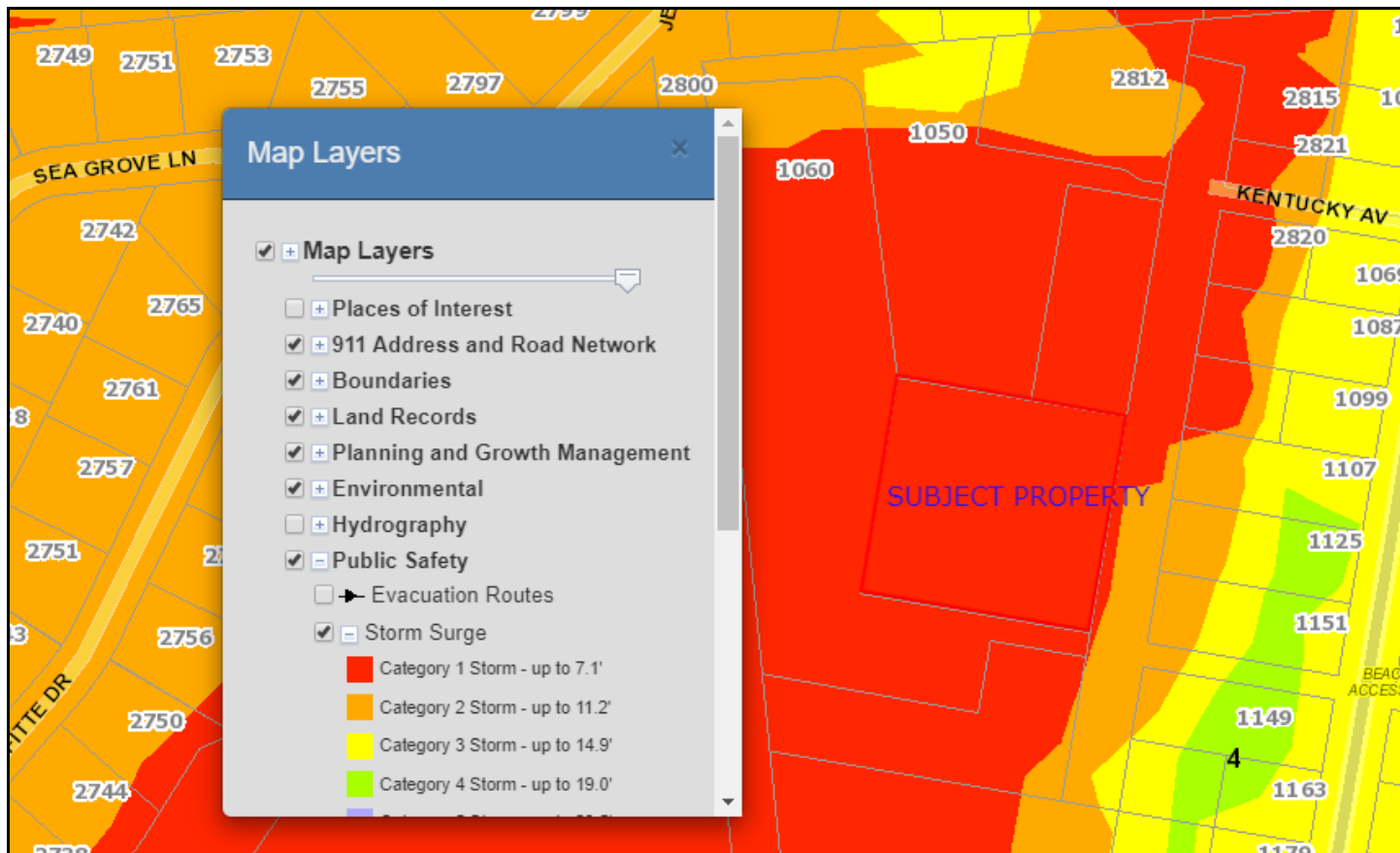
WETLANDS





STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

STORM SURGE ZONE (COASTAL HIGH HAZARD AREA DEFINED AS CATEGORY 1 ZONE)





STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

APPLICATION FOR FUTURE LAND USE MAP + ZONING AMENDMENTS
NON-CITY OWNED PARCELS

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

APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:	12-3N-29-0000-0001-0000 TIITF/REC & PARKS				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change (In accordance with action directed under Ord. 2019-05)				
LOCATION AND DESCRIPTION OF SITE:	FORT CLINCH DRIVE Vacant/ Undisturbed				
CURRENT LAND USE + ZONING:	MEDIUM DENSITY RESIDENTIAL R-2				
PROPOSED LAND USE + ZONING:	Conservation + CON				
EXISTING USES ON SITE:	Vacant/ Undisturbed				
PROPERTY SIZE:	1.3				
ENVIRONMENTAL CHARACTERISTICS:	<u>Flood zone</u>	<u>Potential Wetlands</u>	<u>Avg. Topography</u>	<u>Soil Type</u>	<u>Coastal Upland Protection Zone</u>
	X	NONE	12'-36'	Soil ID 30 kureb-resota fine sands, rolling & Soil ID 12 newhan-corolla, rarely flooded, fine sands, rolling	NO
ADJACENT PROPERTIES:	<u>Direction</u>	<u>Existing Use(s)</u>	<u>Year Built</u>	<u>Zoning</u>	<u>FLUM</u>
	North	Vac Govern	n/a	REC	Recreation
	South	Single Fam	1968	R-2	Medium Density Residential
	East	Single Fam	1980-2010	R-2	Medium Density Residential
	West	Vac Govern	n/a	REC/CON	Recreation/Conservation



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APPLICABLE COMPREHENSIVE PLAN POLICIES:	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering); 1.07.15 (conservation land use category); Objective 5.08 (Wetlands Protection and Preservation) and all policy statements which follow; Objective 5.10 (Wildlife Planning) and specific policies 5.10.01, 5.10.02, 5.10.05 5.14.09 (development standards for environmentally sensitive and conservation lands); Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands); 6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) Reference: www.fbfl.us/Compplan
APPLICABLE LAND DEVELOPMENT CODE SECTIONS:	2.00.03 (Establishment of district boundary); 2.01.20 (CON zoning district); 3.02.06 (Land Uses within Areas of Special Flood Hazard); 3.03.00 (Wetland Protection); 4.05.00 (Landscaping, Buffers, and Tree Protection); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) Reference: www.fbfl.us/LDC
STAFF RECOMMENDATION:	Staff finds the requested amendments to be sufficiently compliant with the Comprehensive Plan, Land Development Code, and established City Commission Goal to increase conservation land use and zoning acreage. Staff recommends approval of the request.

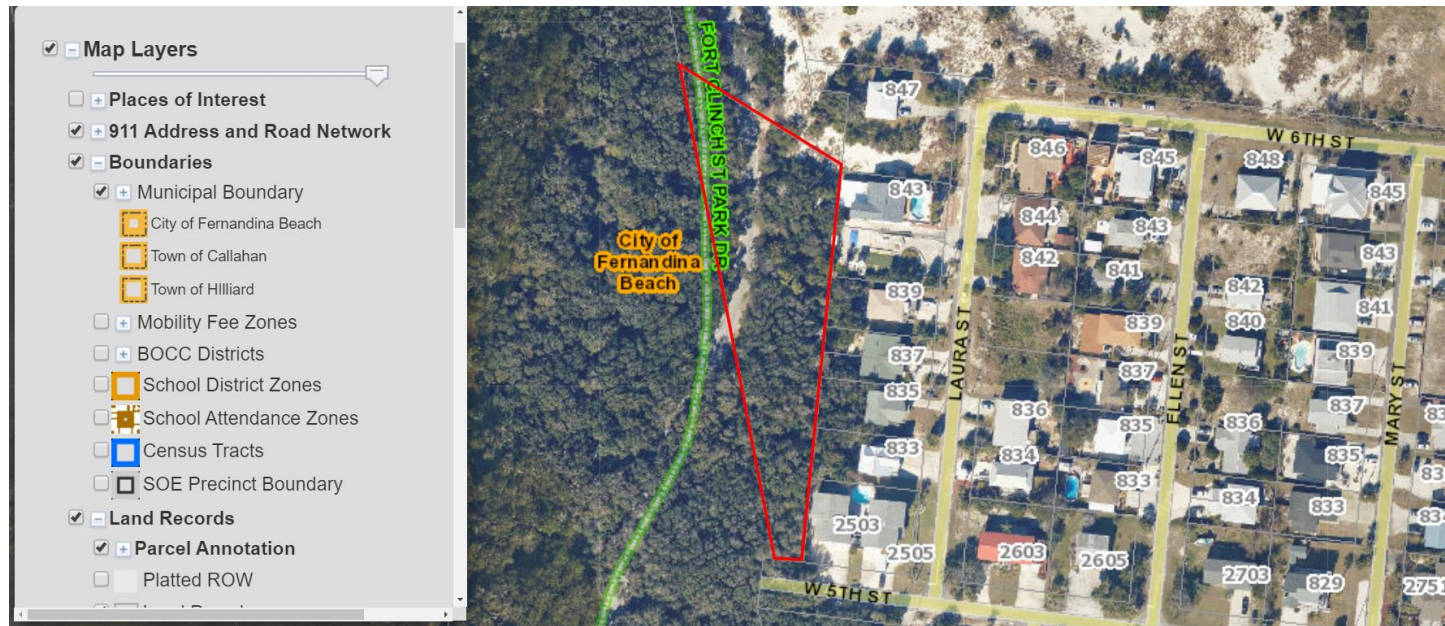
Submitted by:

Kelly N. Gibson, AICP
Director

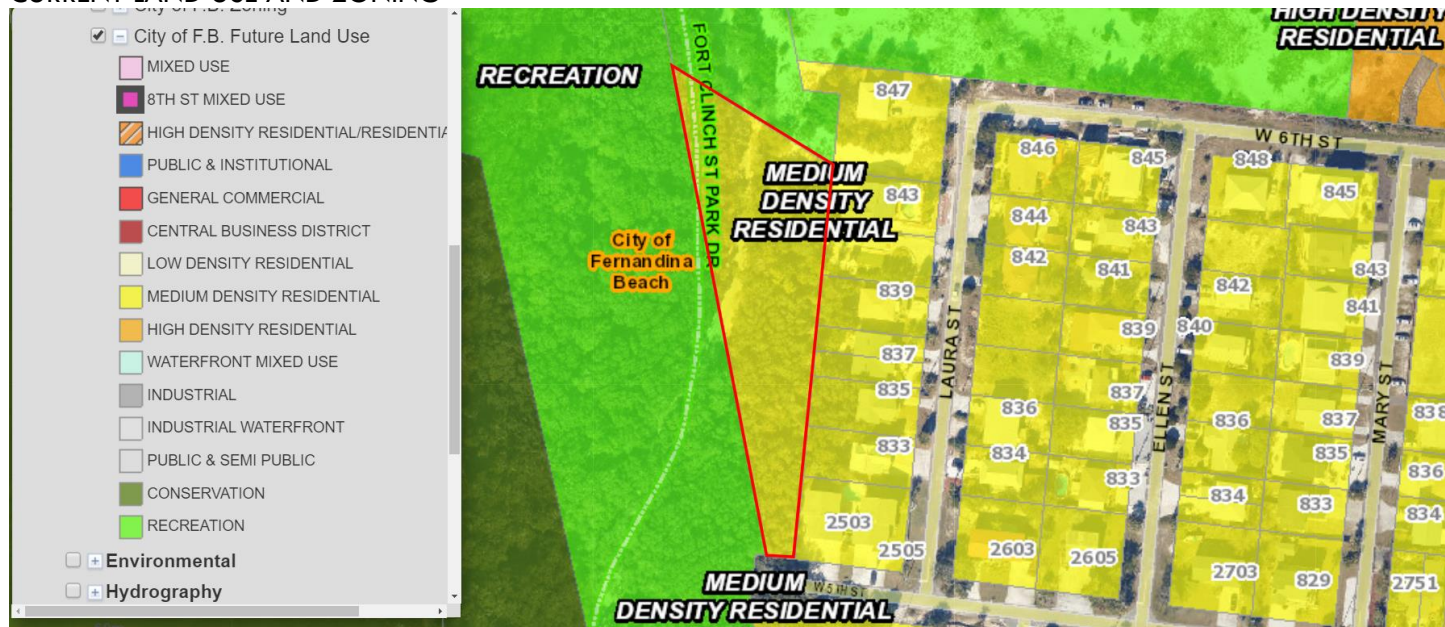


STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

PROPERTY BOUNDARY



CURRENT LAND USE AND ZONING

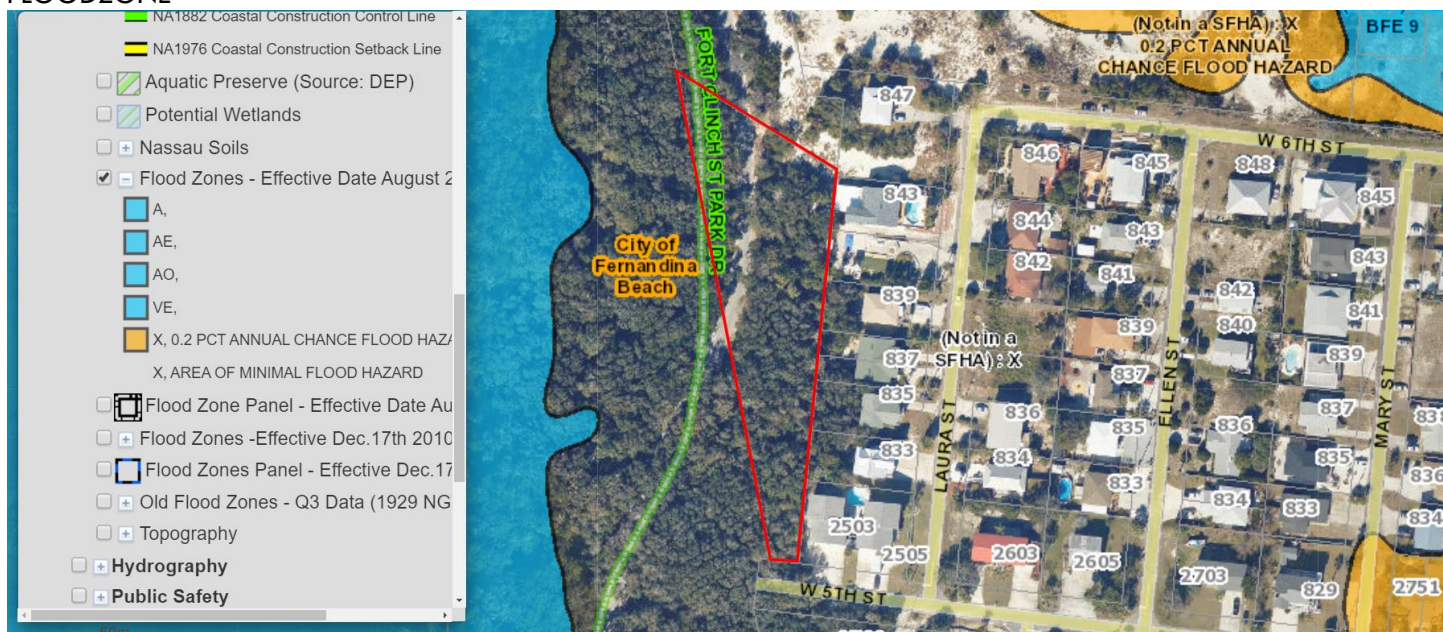




STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
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December 11, 2019



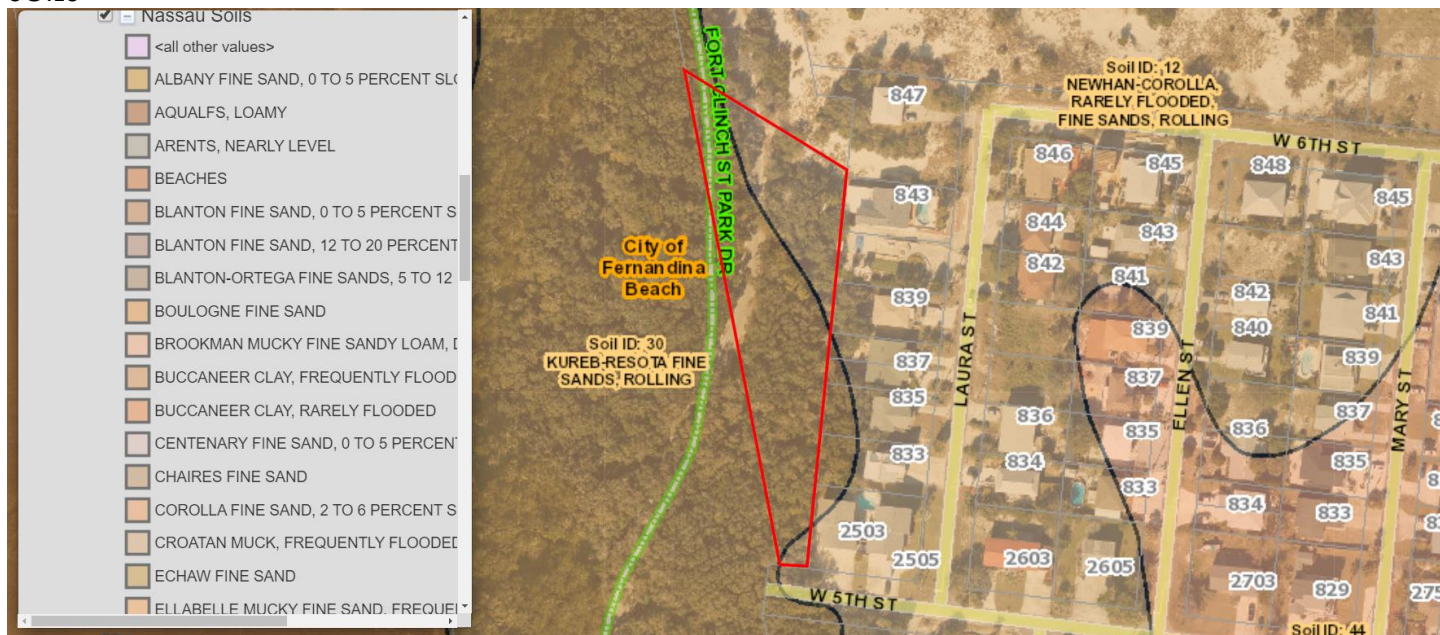
FLOODZONE



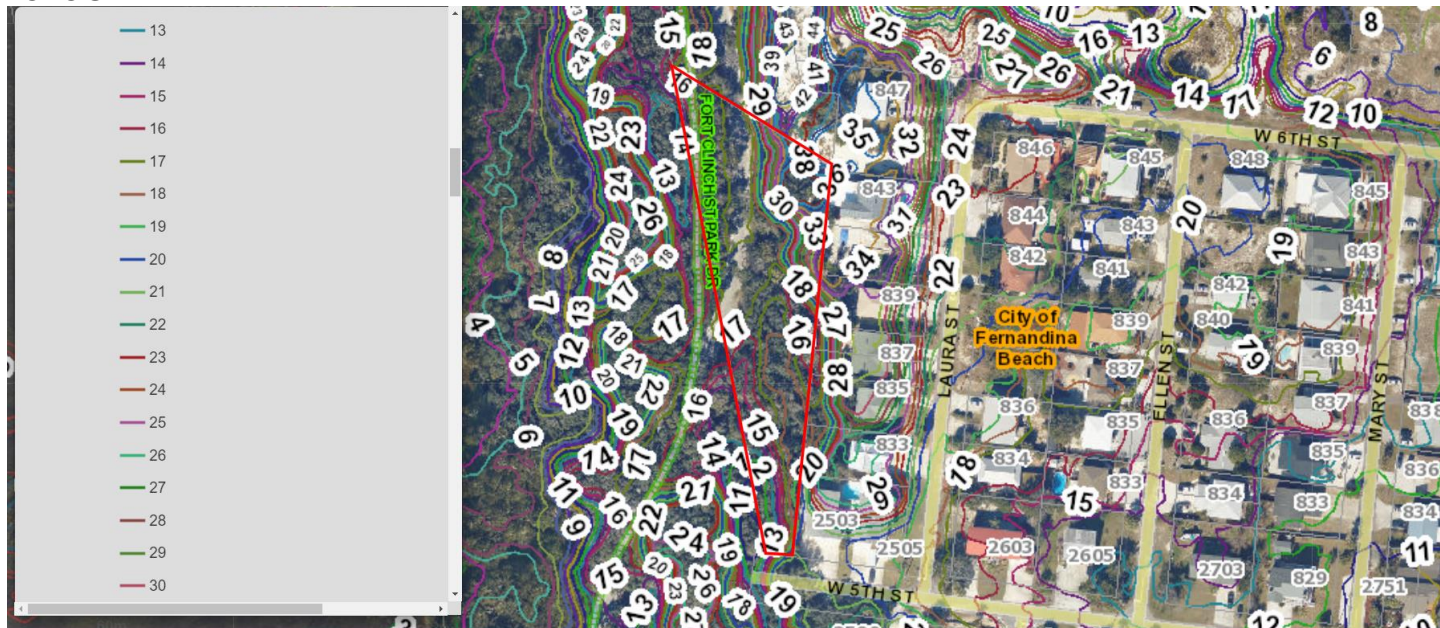


STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

SOILS



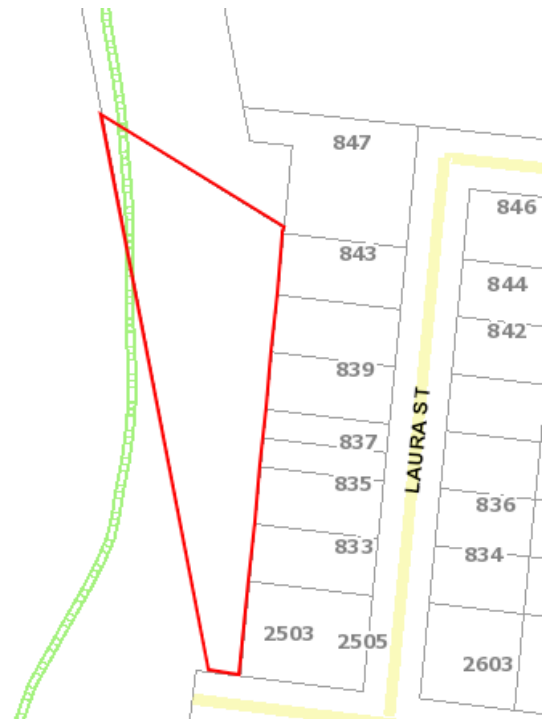
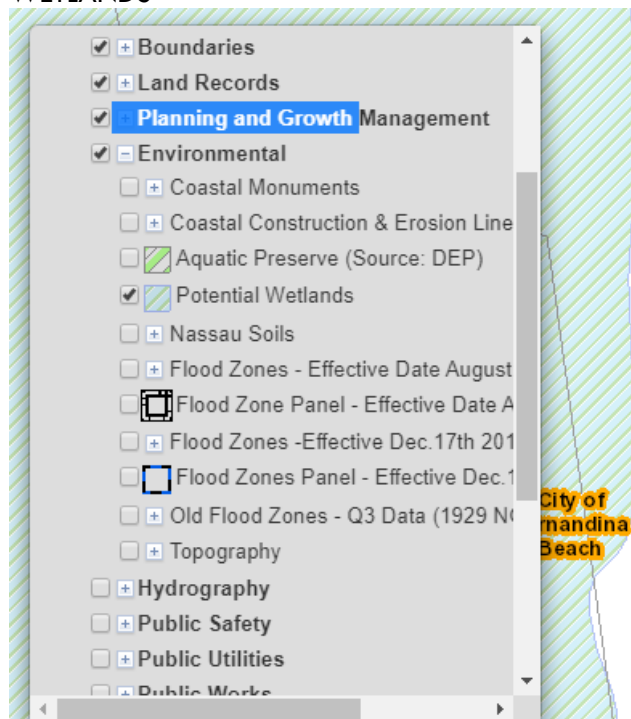
TOPOGRAPHY



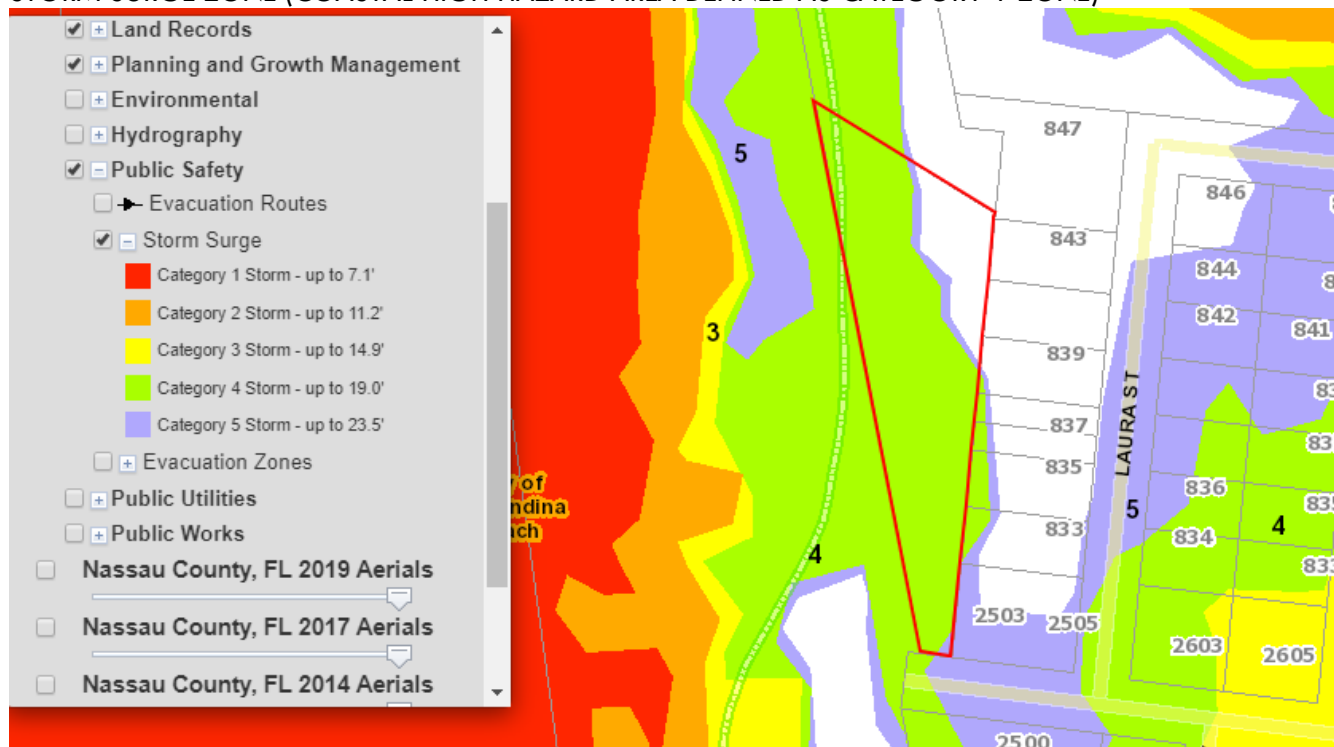


STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

WETLANDS



STORM SURGE ZONE (COASTAL HIGH HAZARD AREA DEFINED AS CATEGORY 1 ZONE)





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PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

APPLICATION FOR FUTURE LAND USE MAP + ZONING AMENDMENTS
NON-CITY OWNED PARCELS

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

APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:	00-00-31-1800-0060-0010 OCEAN HIGHWAY & PORT AUTHORITY				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change (In accordance with action directed under Ord. 2019-05)				
LOCATION AND DESCRIPTION OF SITE:	N 3 rd Street / Vacant Gov				
CURRENT LAND USE + ZONING:	_____				
PROPOSED LAND USE + ZONING:	Conservation + CON				
EXISTING USES ON SITE:	Vacant/Undisturbed				
PROPERTY SIZE:	2.53				
ENVIRONMENTAL CHARACTERISTICS:	<u>Flood zone</u>	<u>Potential Wetlands</u>	<u>Avg. Topography</u>	<u>Soil Type</u>	<u>Coastal Upland Protection Zone</u>
	AE	YES	1' to 2'	Mucky Peat	NO
ADJACENT PROPERTIES:	<u>Direction</u>	<u>Existing Use(s)</u>	<u>Year Built</u>	<u>Zoning</u>	<u>FLUM</u>
	North	Heavy Manu	1975	I-2	Industrial
	South	Vacant Gov	n/a	R-2	Medium Density Residential
	East	n/a	n/a	I-2	Industrial
	West	Vacant Gov	n/a	I-W	Industrial Waterfront
APPLICABLE COMPREHENSIVE PLAN POLICIES:	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering); 1.07.15 (conservation land use category); Objective 5.08 (Wetlands Protection and Preservation) and all policy statements which follow; Objective 5.10 (Wildlife Planning) and specific policies 5.10.01, 5.10.02, 5.10.05 5.14.09 (development standards for environmentally sensitive and conservation lands); Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09;				



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	5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands); 6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) Reference: www.fbfl.us/Compplan
APPLICABLE LAND DEVELOPMENT CODE SECTIONS:	2.00.03 (Establishment of district boundary); 2.01.20 (CON zoning district); 3.02.06 (Land Uses within Areas of Special Flood Hazard); 3.03.00 (Wetland Protection); 4.05.00 (Landscaping, Buffers, and Tree Protection); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) Reference: www.fbfl.us/LDC
STAFF RECOMMENDATION:	Staff finds the requested amendments to be sufficiently compliant with the Comprehensive Plan, Land Development Code, and established City Commission Goal to increase conservation land use and zoning acreage. Staff recommends approval of the request.

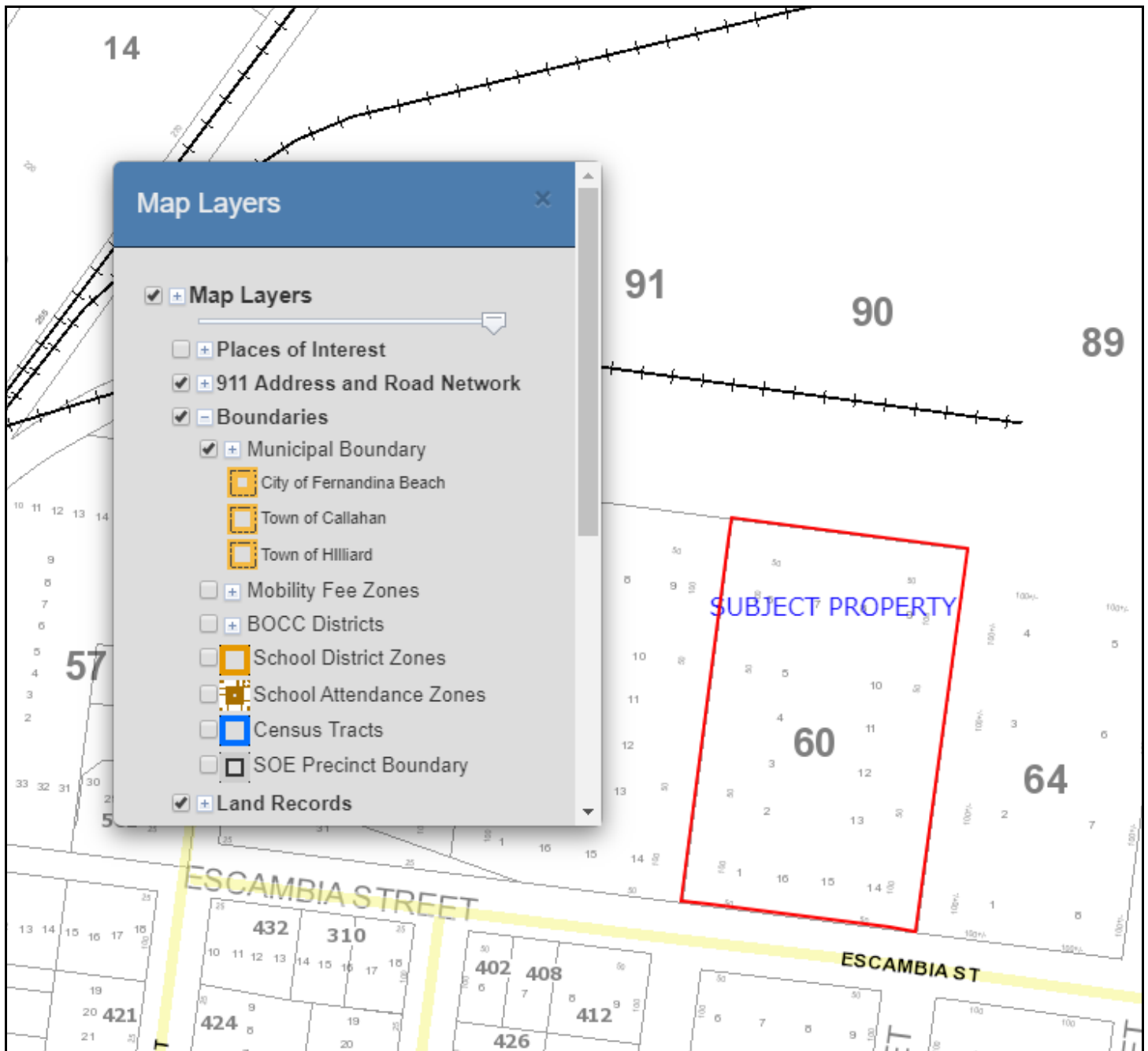
Submitted by:

Kelly N. Gibson, AICP
Director



STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
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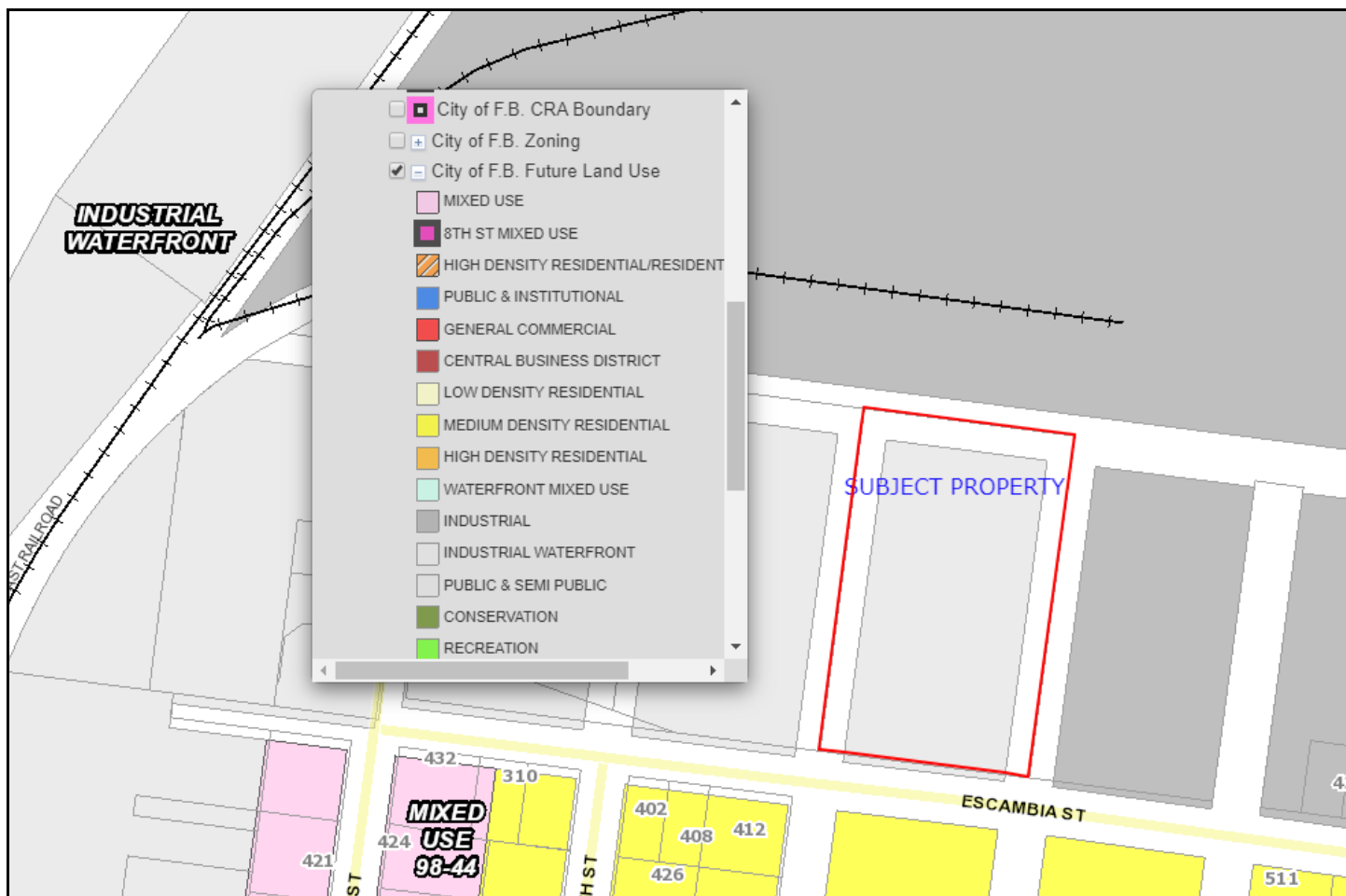
PROPERTY BOUNDARY





STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
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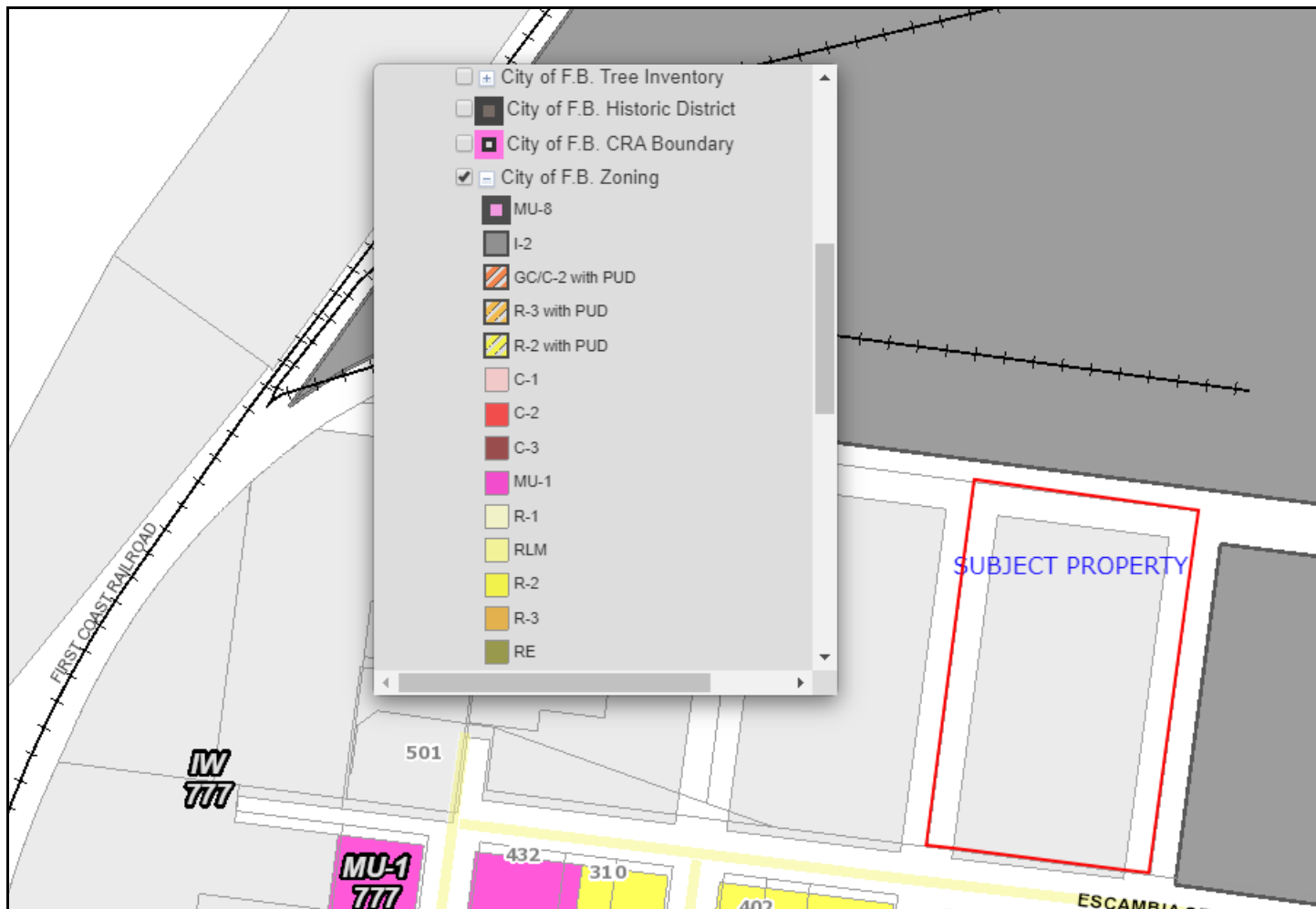
CURRENT LAND USE





STAFF REPORT
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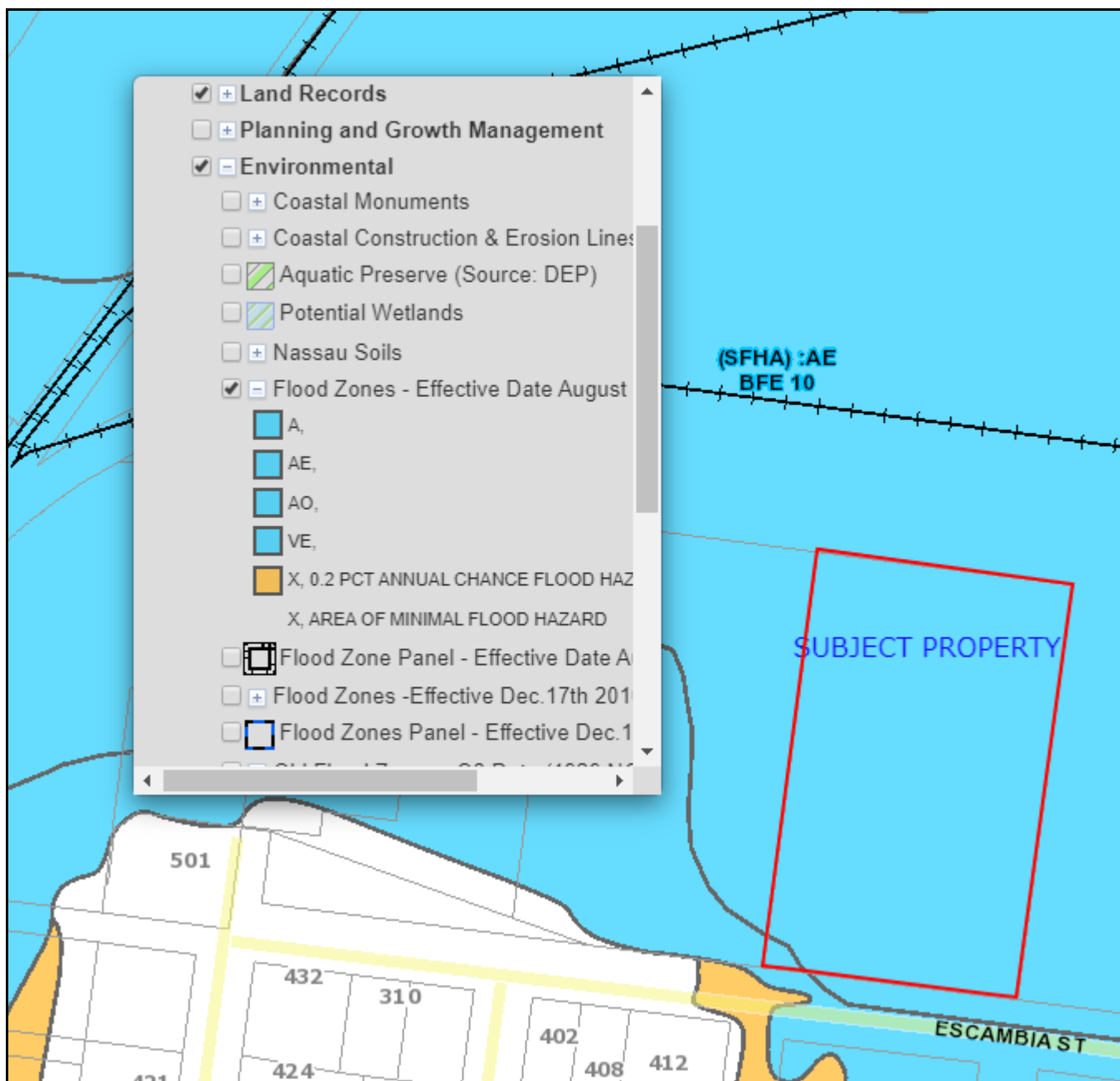
ZONING





STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
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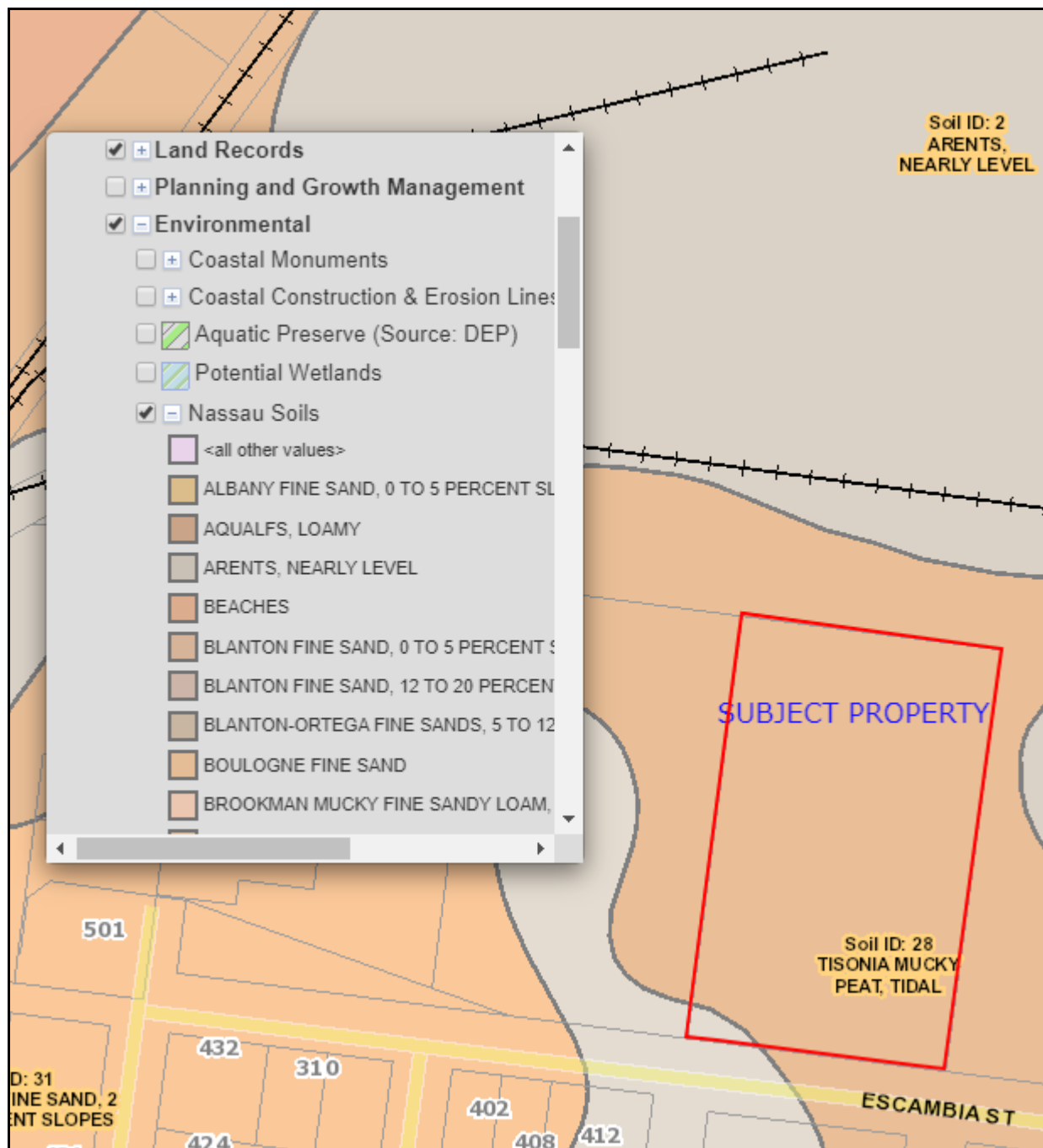
FLOODZONE





STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
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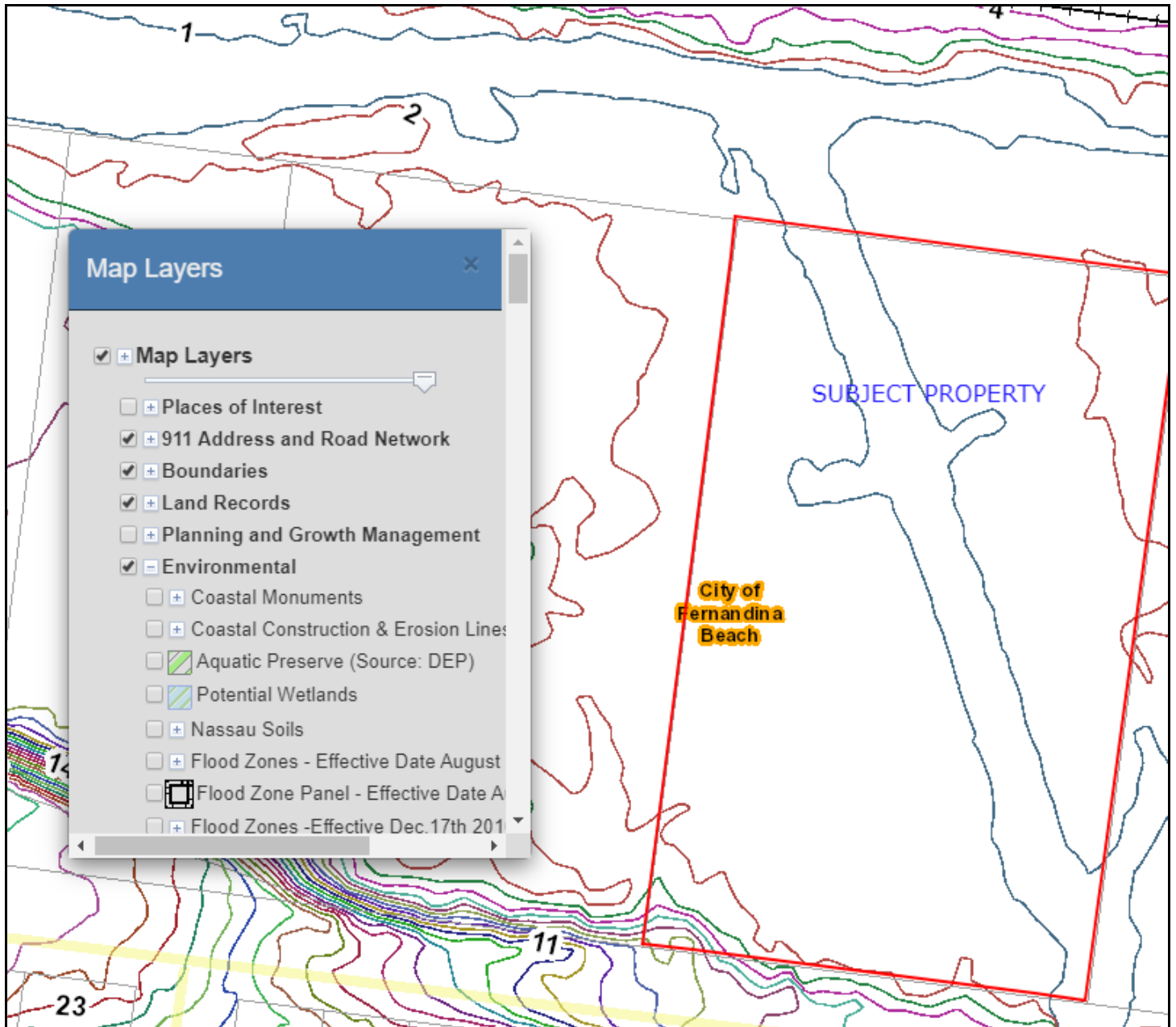
SOILS





STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
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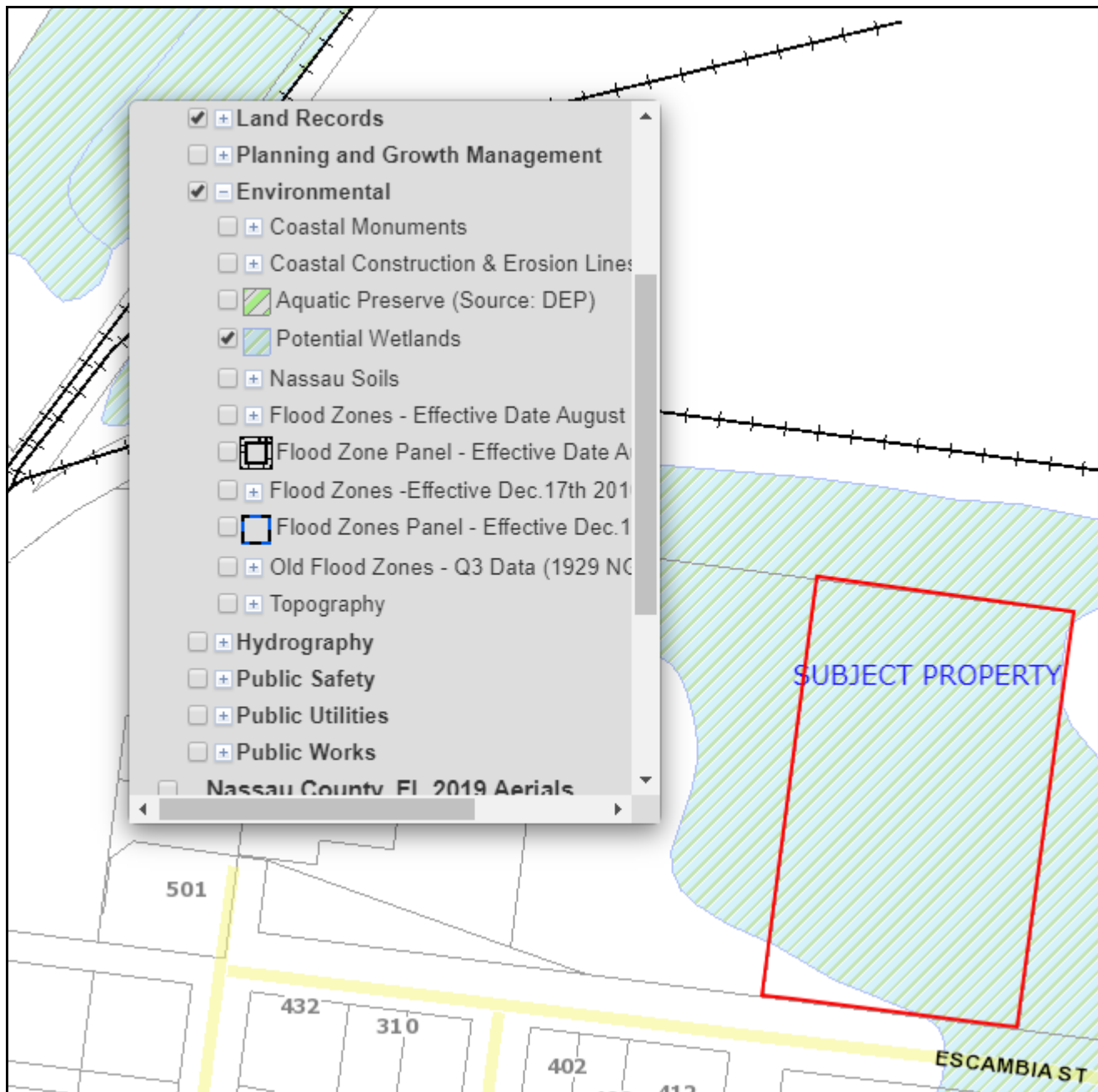
TOPOGRAPHY





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PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

WETLANDS







STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

APPLICATION FOR FUTURE LAND USE MAP + ZONING AMENDMENTS
NON-CITY OWNED PARCELS

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

APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:	00-00-31-1520-0008-0030 NASSAU COUNTY				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change (In accordance with action directed under Ord. 2019-05)				
LOCATION AND DESCRIPTION OF SITE:	S. Fletcher Ave / Vacant Gov / Coastline				
CURRENT LAND USE + ZONING:	Low Density Residential/ R-1				
PROPOSED LAND USE + ZONING:	Recreation + REC				
EXISTING USES ON SITE:	Vacant/ Undisturbed				
PROPERTY SIZE:	.14				
ENVIRONMENTAL CHARACTERISTICS:	<u>Flood zone</u>	<u>Potential Wetlands</u>	<u>Avg. Topography</u>	<u>Soil Type</u>	<u>Coastal Upland Protection Zone</u>
	VE	YES	10' to 15'	Fine Sand/Beach	YES
ADJACENT PROPERTIES:	<u>Direction</u>	<u>Existing Use(s)</u>	<u>Year Built</u>	<u>Zoning</u>	<u>FLUM</u>
	North	Vacant	n/a	R-1	Low Density Residential
	South	Vacant	n/a	R-1	Low Density Residential
	East		n/a	Beaches	Beaches
	West	Single Family	1948	R-1	Low Density Residential
APPLICABLE COMPREHENSIVE PLAN POLICIES:	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering); 1.07.14 (recreation land use category); Objective 5.06 (Coastal Protection); Objective 5.08 (Wetlands Protection and Preservation) and all policy statements which follow; Objective 5.10 (Wildlife Planning) and specific policies 5.10.01, 5.10.02, 5.10.05 5.14.09 (development standards for environmentally sensitive and conservation lands);				



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	Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands); 6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) Reference: www.fbfl.us/Compplan
APPLICABLE LAND DEVELOPMENT CODE SECTIONS:	2.00.03 (Establishment of district boundary); 2.01.19 (REC zoning district); 3.02.06 (Land Uses within Areas of Special Flood Hazard); 3.03.00 (Wetland Protection); 4.05.00 (Landscaping, Buffers, and Tree Protection); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) Reference: www.fbfl.us/LDC
STAFF RECOMMENDATION:	Staff finds the requested amendments to be sufficiently compliant with the Comprehensive Plan, Land Development Code, and established City Commission Goal to increase conservation land use and zoning acreage. Staff recommends approval of the request.

Submitted by:

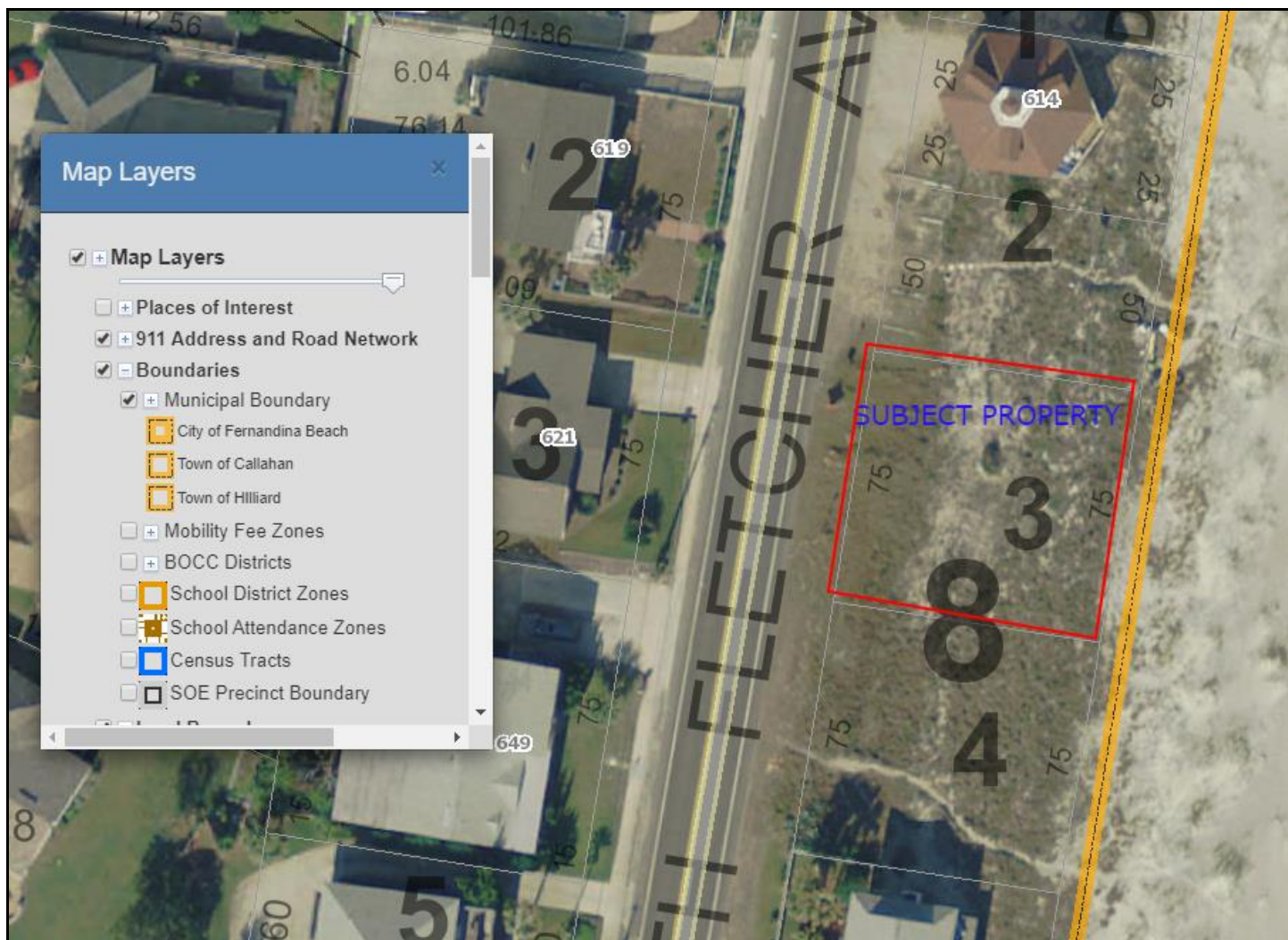
A handwritten signature in blue ink that reads "Kelly N. Gibson".

Kelly N. Gibson, AICP
Director



STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
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December 11, 2019

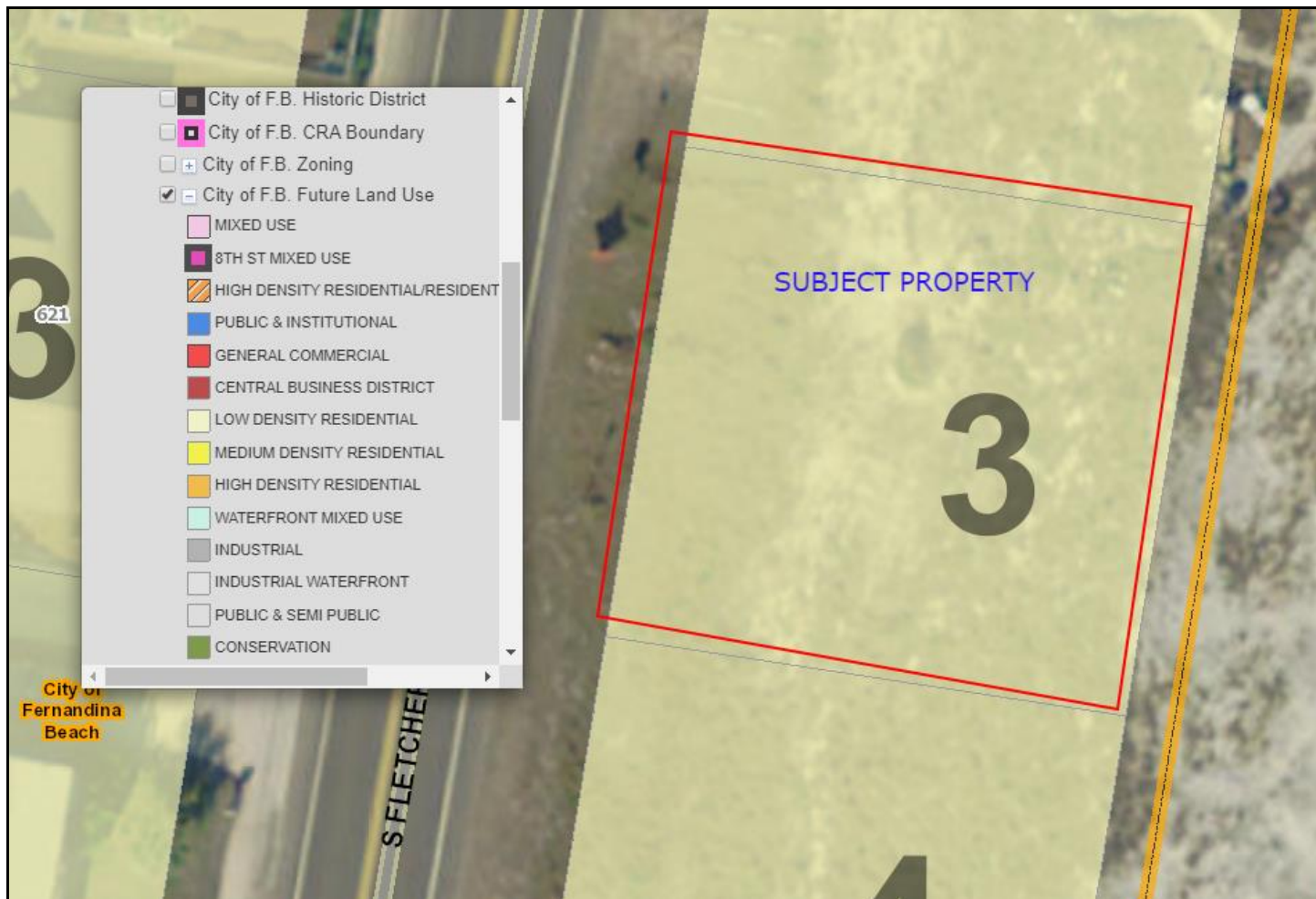
PROPERTY BOUNDARY





STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
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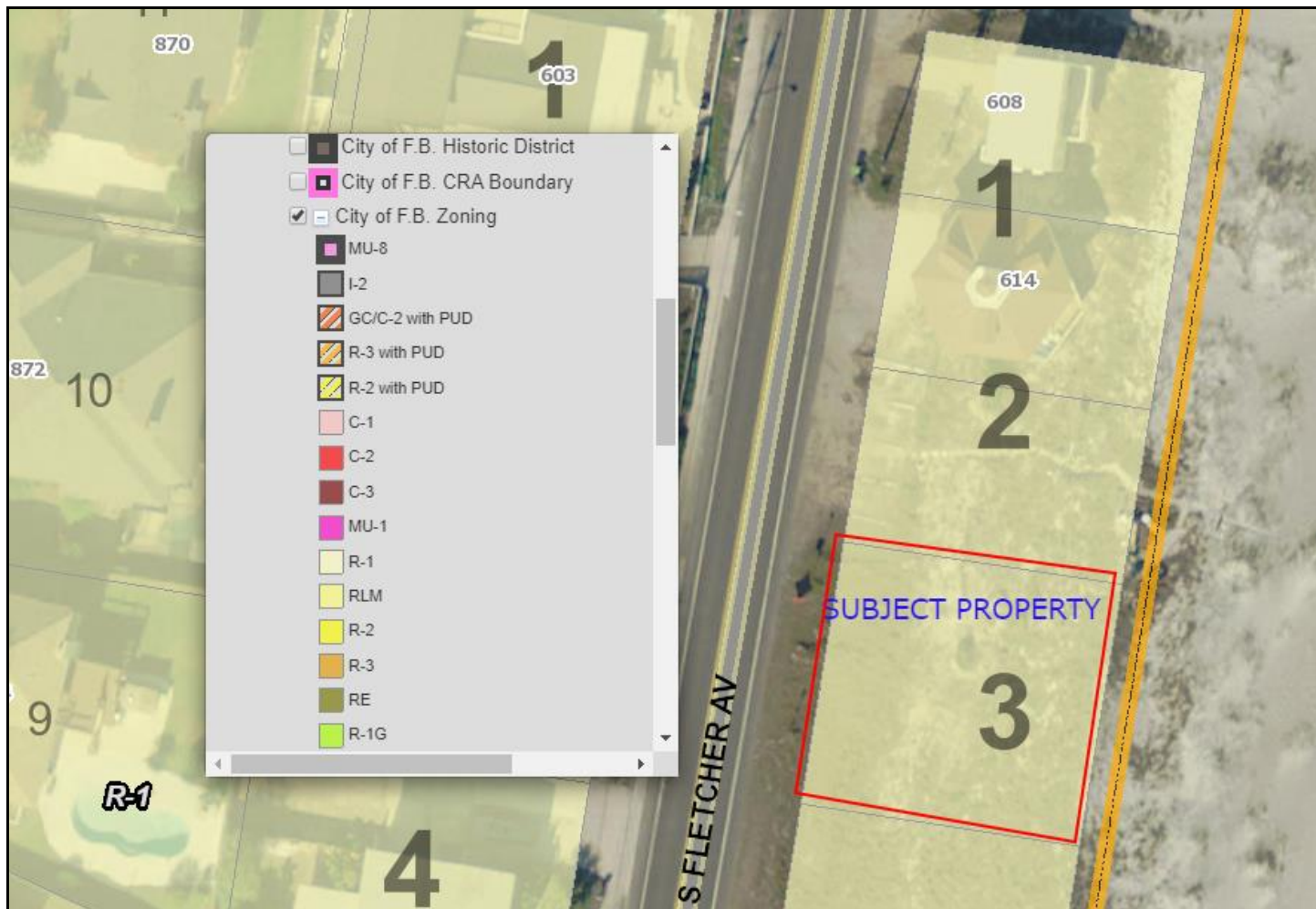
CURRENT LAND USE





STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
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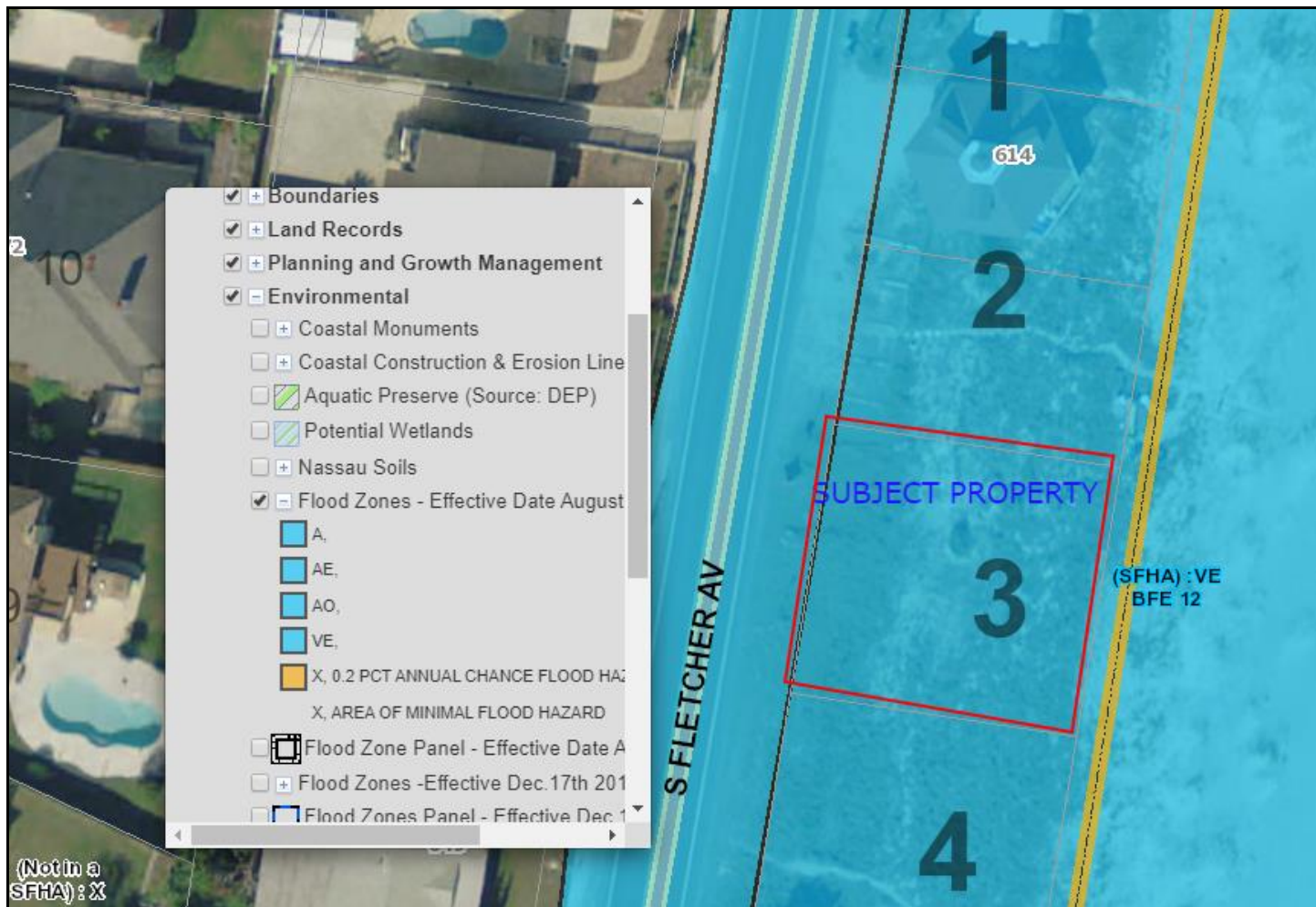
ZONING





STAFF REPORT
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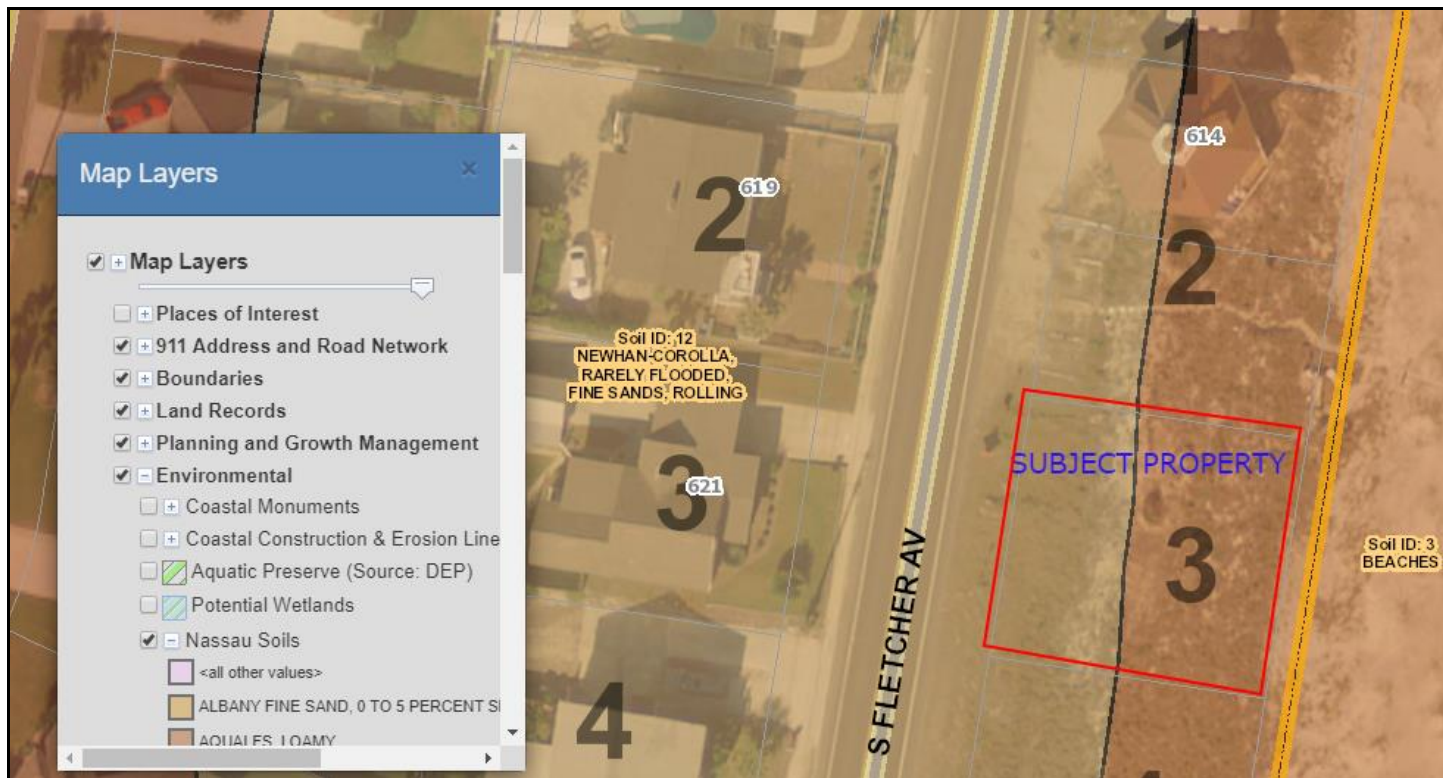
FLOODZONE





STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

SOILS





STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

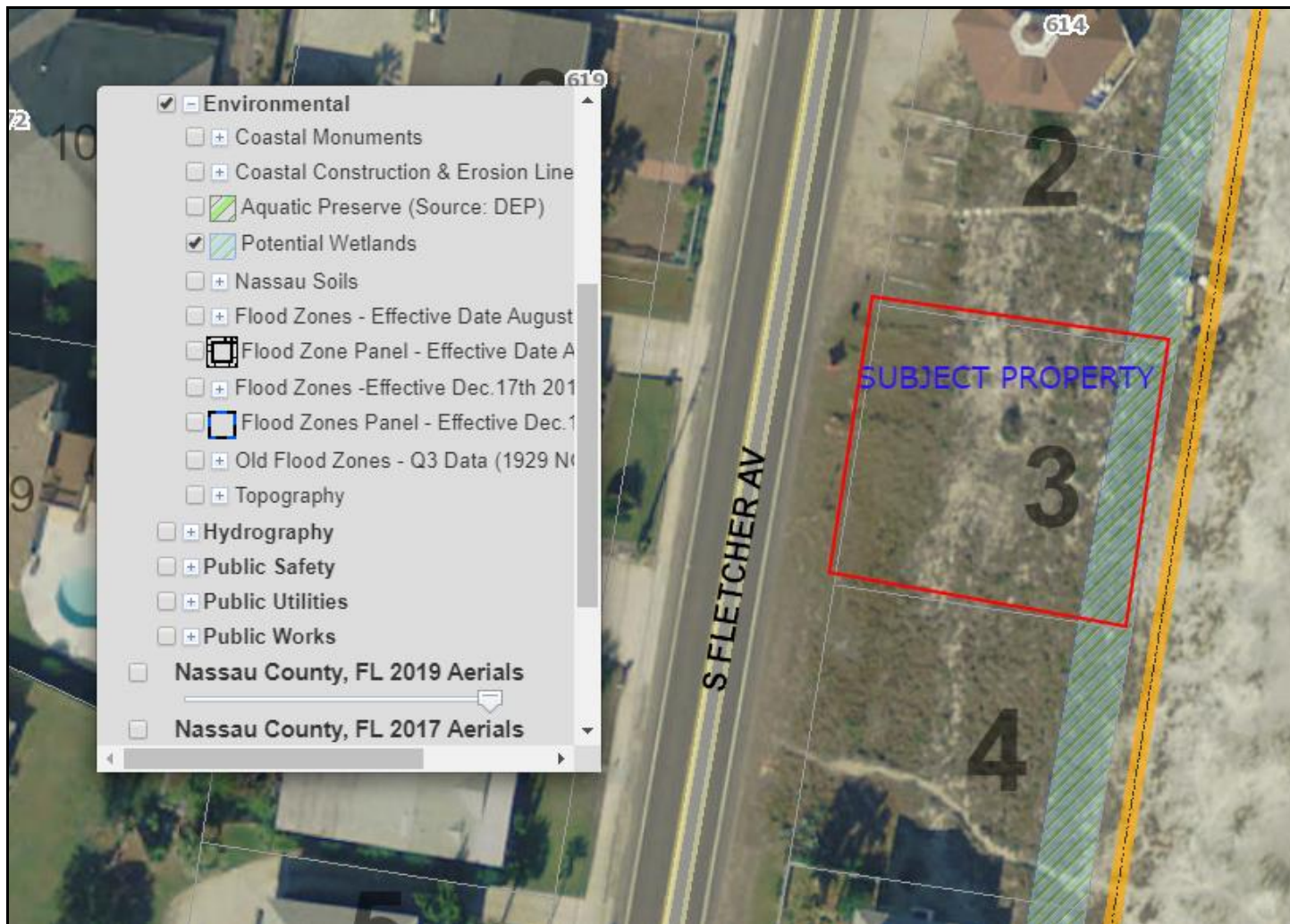
TOPOGRAPHY





STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

WETLANDS





STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

STORM SURGE ZONE (COASTAL HIGH HAZARD AREA DEFINED AS CATEGORY 1 ZONE)





STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

APPLICATION FOR FUTURE LAND USE MAP + ZONING AMENDMENTS
NON-CITY OWNED PARCELS

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

APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:	00-00-31-1800-0067-0050 NASSAU COUNTY				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change (In accordance with action directed under Ord. 2019-05)				
LOCATION AND DESCRIPTION OF SITE:	DADE STREET Vacant/ Undisturbed				
CURRENT LAND USE + ZONING:	Medium Density Residential R-2				
PROPOSED LAND USE + ZONING:	Conservation + CON				
EXISTING USES ON SITE:	Vacant/ Undisturbed				
PROPERTY SIZE:	.22				
ENVIRONMENTAL CHARACTERISTICS:	<u>Flood zone</u>	<u>Potential Wetlands</u>	<u>Avg. Topography</u>	<u>Soil Type</u>	<u>Coastal Upland Protection Zone</u>
	X & AE9	NO	8'-14'	Soil ID: 31Kershaw Fine Sand. 2 to 8 Percent Slopes; Soil ID: 28 Tisonia Mucky Peat, Tidal	NO
ADJACENT PROPERTIES:	<u>Direction</u>	<u>Existing Use(s)</u>	<u>Year Built</u>	<u>Zoning</u>	<u>FLUM</u>
	North	Utilities	N/A	R-2	Medium Density Residential
	South	Single Fam	1952	R-2	Medium Density Residential
	East	Vacant	N/A	R-2	Medium Density Residential
	West	Vac Govern	N/A	R-2	Medium Density Residential



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APPLICABLE COMPREHENSIVE PLAN POLICIES:	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering); 1.07.15 (conservation land use category); Objective 5.08 (Wetlands Protection and Preservation) and all policy statements which follow; Objective 5.10 (Wildlife Planning) and specific policies 5.10.01, 5.10.02, 5.10.05 5.14.09 (development standards for environmentally sensitive and conservation lands); Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands); 6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) Reference: www.fbfl.us/Compplan
APPLICABLE LAND DEVELOPMENT CODE SECTIONS:	2.00.03 (Establishment of district boundary); 2.01.20 (CON zoning district); 3.02.06 (Land Uses within Areas of Special Flood Hazard); 3.03.00 (Wetland Protection); 4.05.00 (Landscaping, Buffers, and Tree Protection); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) Reference: www.fbfl.us/LDC
STAFF RECOMMENDATION:	Staff notes that Nassau County Board of County Commissioners issued a recommendation to retain the existing Medium Density Residential/ R-2 zoning on the property for purposes meeting affordable housing needs. (Reference email from Ms. Burke, dated 12/5/2019. Staff finds the requested amendments to be sufficiently compliant with the Comprehensive Plan, Land Development Code, and established City Commission Goal to increase conservation land use and zoning acreage. Staff recommends approval of the request.

Submitted by:

Kelly N. Gibson, AICP
Director

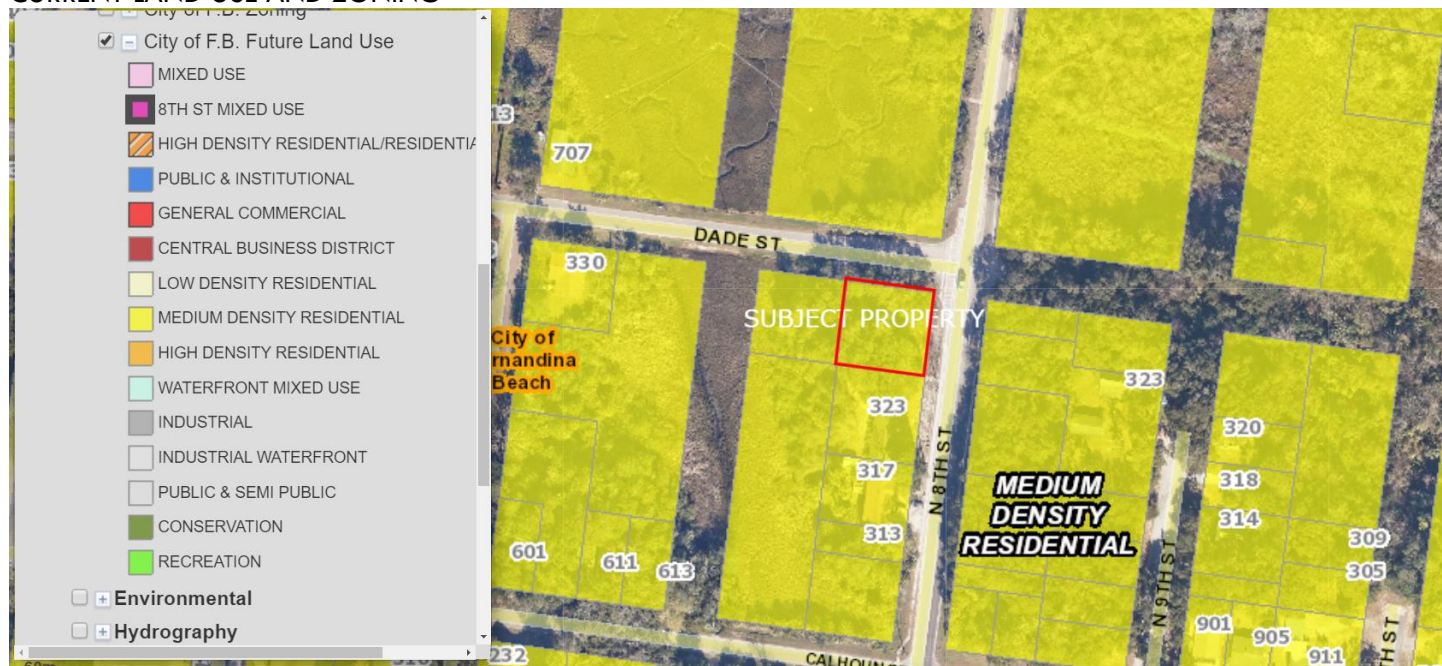


STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

PROPERTY BOUNDARY



CURRENT LAND USE AND ZONING

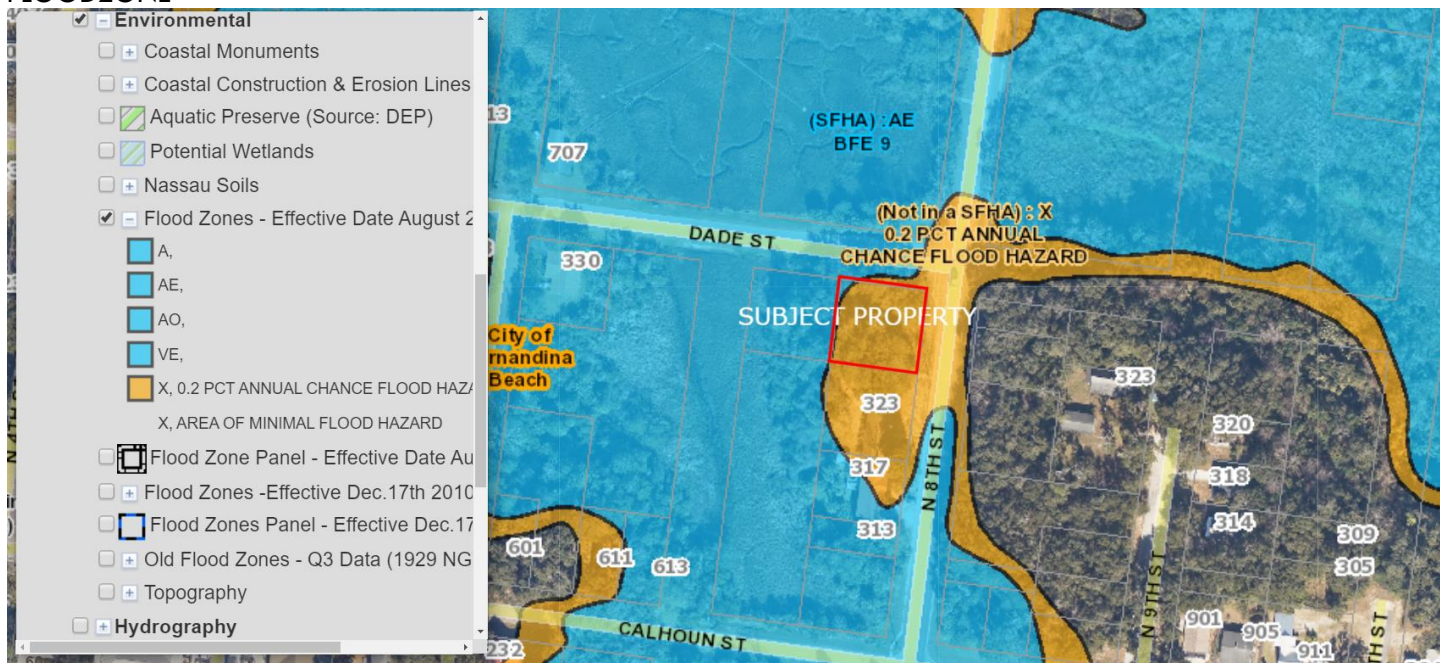




STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019



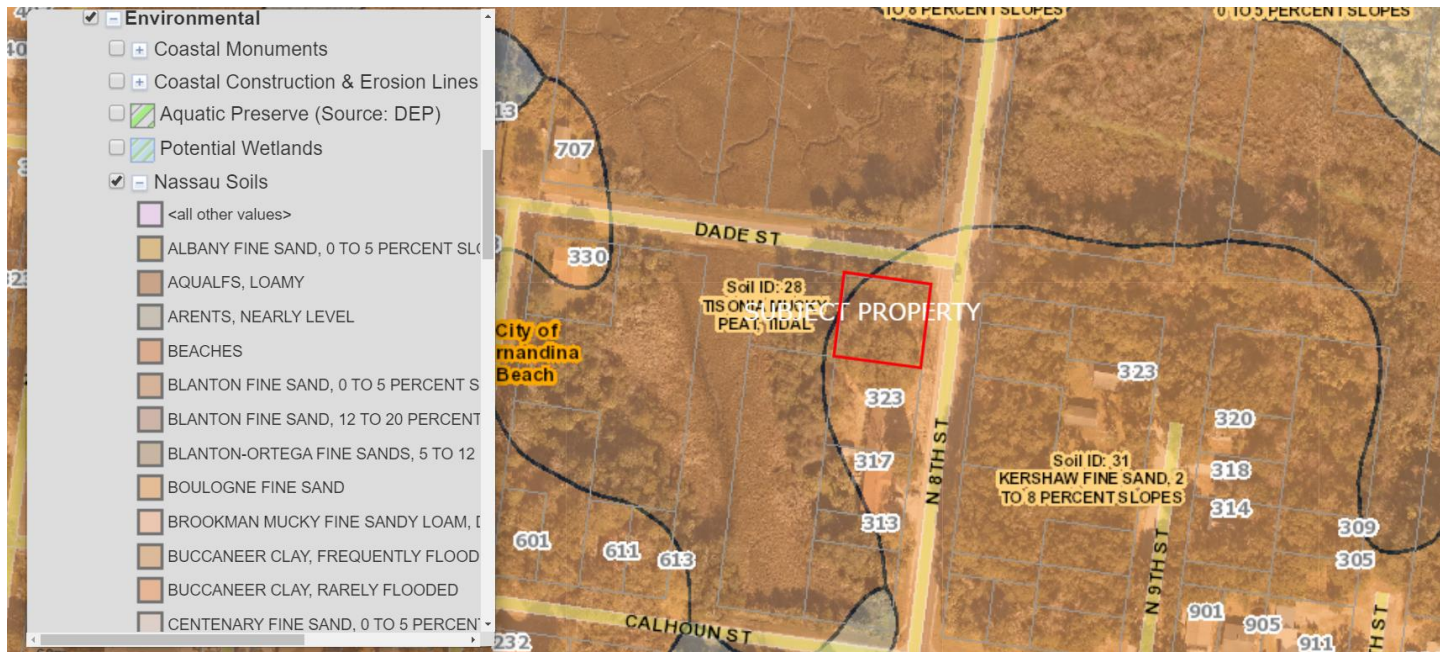
FLOODZONE



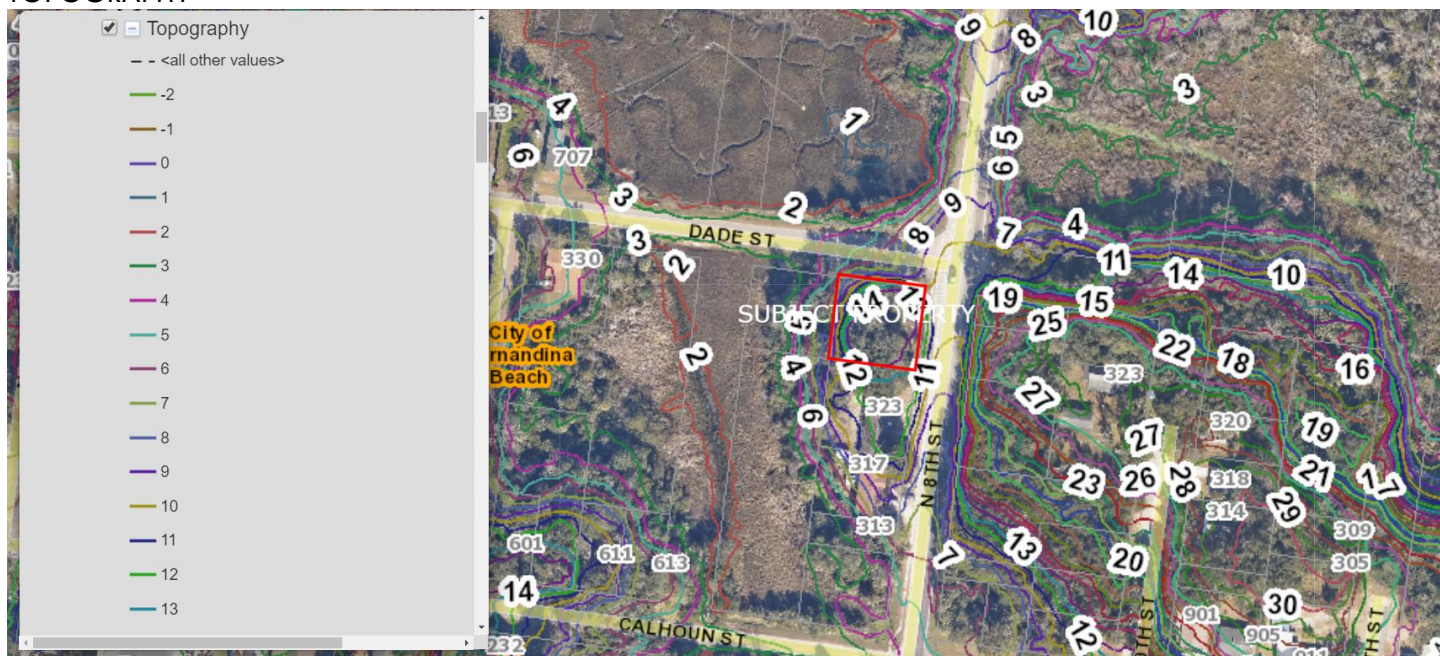
SOILS



STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019



TOPOGRAPHY



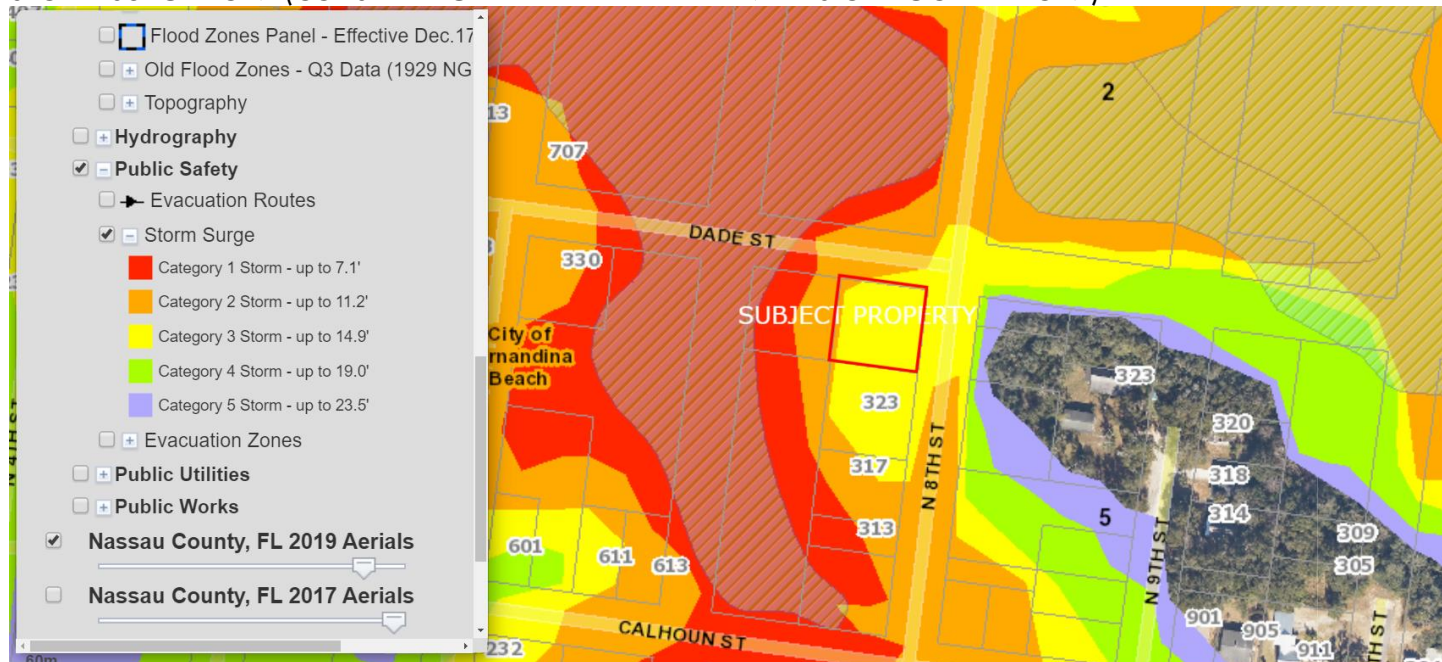


STAFF REPORT
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December 11, 2019

WETLANDS



STORM SURGE ZONE (COASTAL HIGH HAZARD AREA DEFINED AS CATEGORY 1 ZONE)



Kelly Gibson

From: Adrienne Burke <aburke@nassaucountyfl.com>
Sent: Thursday, December 5, 2019 8:45 AM
To: Kelly Gibson
Cc: Taco Pope; Valerie Feinberg; Abigail Weiss; Kailey Saver
Subject: BOCC Input - County Land Rezoning/FLUM Amendments

Good morning Kelly!

Yesterday the BOCC reviewed the four County parcels proposed for City rezoning/FLUM amendments. Their motions were as follows:

- 00-00-31-1520-008-0030 (S. Fletcher parcel) – Motion to support change to Recreation/Recreation.
 - Commissioner Leeper commented that Commissioner Ross told him he would not support recreation at this site and it should be conservation. I was asked to find out if this reflects the Commission direction as a whole or if this is an individual opinion.
- 00-00-31-1800-0067-0040 (Interior Dade St. parcel) – Motion to support change to Conservation/Conservation.
- 00-00-31-1800-0067-0050 (Corner Dade/8th parcel) – Motion to retain R2/MDR. This property is eligible for consideration as surplus property for housing. The County EHAC is currently going through the process of identifying County-owned land that would be eligible for surplus compliant with the state statutory requirements for identifying surplus lands for housing.
- 00-00-31-1800-0034-0050 (Calhoun St. parcel) – Motion to support change to Conservation/Conservation.

Please keep me updated on the process so I can relay information back to them. Thank you!

Adrienne Burke, AICP, Esq. | Director

Nassau County | Planning + Code Enforcement

96161 Nassau Place | Yulee, FL 32097

P: (904) 530-6329 E: aburke@nassaucountyfl.com



Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, please do not send electronic mail to this entity. Instead, please contact this office by phone or in writing.

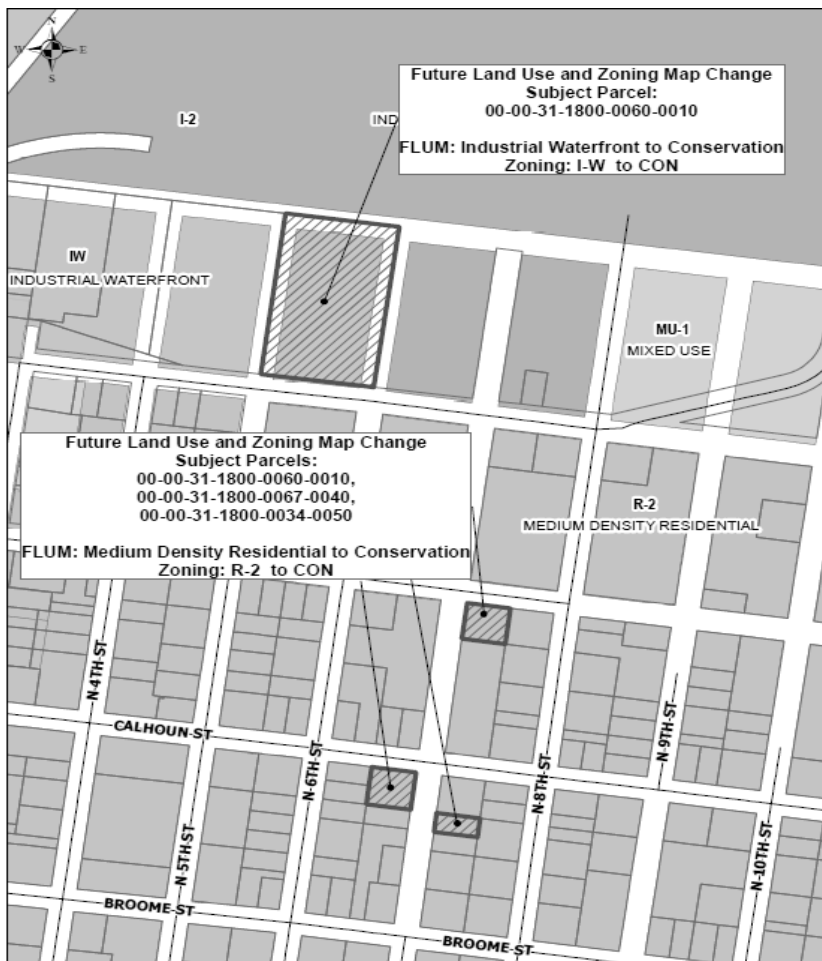
NOTICE OF PUBLIC HEARING
CITY COMMISSION
CITY OF FERNANDINA BEACH

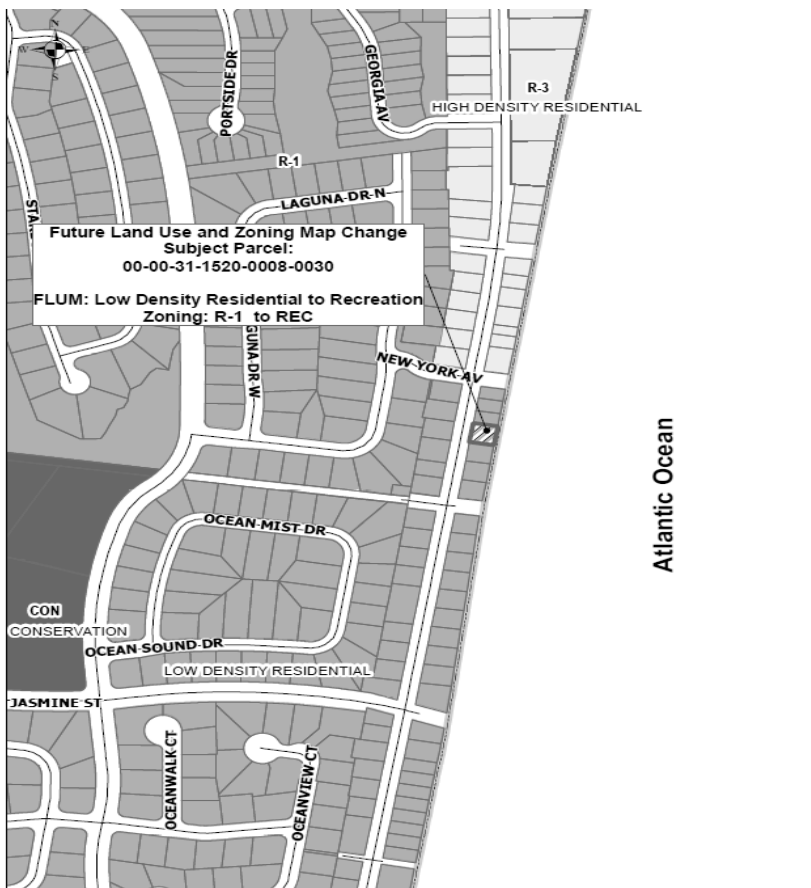
NOTICE IS HEREBY GIVEN that a Public Hearing is scheduled for **Tuesday, August 18, 2020, at 6:00 PM** in the City Commission Chambers, 204 Ash Street Fernandina Beach, Florida to consider the following application:

ORDINANCE 2020-23

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, CHANGING THE CITY'S FUTURE LAND USE MAP TO ADD CONSERVATION AND RECREATION LANDS FOR PROPERTIES OWNED BY THE STATE OF FLORIDA, NASSAU COUNTY, AND OCEAN HIGHWAY AND PORT AUTHORITY, COLLECTIVELY TOTALING APPROXIMATELY 6.07 ACRES OF LAND; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.







Interested parties may appear at said hearing and be heard as to the advisability of any action, which may be considered. Any persons with disabilities requiring accommodations in order to participate in this program or

activity should contact 310-3115, TTY/TDD 711 or through the Florida Relay Service at 1-800-955-8771 at least 24 hours in advance to request such accommodation.

IF ANY PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE BOARD/COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH HEARING, S/HE WILL NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

For information, please contact the Staff of the City Clerk's Office, 204 Ash Street, between the hours of 8:00 AM – 5:00 PM, Monday through Friday, (904) 310-3115.

Note:

Please run as a DISPLAY in the April 8, 2020 edition of the News Leader.

Please send proof of publication to:

City Clerk's Office

City Hall, 204 Ash Street

Fernandina Beach, FL 32034

904-310-3115

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Ordinance 2020-24
Zoning Map Amendment - Non-City Owned Properties

ITEM TYPE: Ordinances (w/ fiscal impact)

REQUESTED ACTION: Consider Ordinance 2020-24 at Second Reading.

SYNOPSIS: Actions for Future Land Use Map and Zoning Map Amendments consistent with the City Commission Goal to increase conservation land use and zoning acreage. Staff recommends approval of the request.

This Ordinance was approved at First Reading by the City Commission at its Regular Meeting on July 21, 2020.

FISCAL IMPACT: Fiscal impact will be the elimination of development for residential and non-residential purposes.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission enact proposed Ordinance 2020-24 at Second Reading.

Dale L. Martin, City Manager	8/7/2020
Pauline Testagrose, Comptroller	8/7/2020
Tammi E. Bach, City Attorney	8/7/2020
Katie Newton, Legal Assistant	8/11/2020

Date: July 23, 2020

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION: Enact

ORDINANCE 2020-24

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, CHANGING THE CITY'S ZONING MAP TO ADD CONSERVATION AND RECREATION LANDS FOR PROPERTIES OWNED BY THE STATE OF FLORIDA, NASSAU COUNTY, AND OCEAN HIGHWAY AND PORT AUTHORITY, COLLECTIVELY TOTALING APPROXIMATELY 6.07 ACRES OF LAND; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Fernandina Beach has directed staff to seek out properties within City limits to conserve; and

WHEREAS, the Planning Advisory Board reviewed the Zoning Map Amendments request under PAB Case# 2019-17 at its Regular Meeting on December 11, 2019, and recommended approval; and

WHEREAS, notice of public hearing on such application was published in the News Leader, a newspaper of general circulation in Fernandina Beach, Nassau County, Florida, on November 29, 2019; and

WHEREAS, City staff found the applicant's request to be consistent with the direction of the Comprehensive Plan, specifically policies 1.01.02, 1.02.03, 1.02.04, 1.02.08, 1.02.09, and 1.07.07 and recommends approval of the applicant's request.

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

SECTION 1. The properties identified for these changes to the City's Zoning Map collectively total approximately 6.07 acres are identified hereto as Exhibit "A."

SECTION 2. ZONING MAP CHANGES. For the properties in question, the City's Zoning Map is hereby changed to either Conservation (CON) or Recreation (REC) based on the table provided in Exhibit "A."

SECTION 3. PROPERTIES INVOLVED. The properties identified for this change of the City's Zoning Map are identified as: Parcel ID number 00-00-31-1520-0008-0030, totaling approximately 0.14 acres; Parcel ID number 00-00-31-1800-0067-0040, totaling approximately 0.22 acres; Parcel ID number 00-00-31-1800-0034-0050, totaling approximately 0.23 acres; Parcel ID number 00-00-31-1800-0060-0010, totaling approximately 2.53 acres; Parcel ID number 00-00-31-1540-0017-0020, totaling approximately 1.24 acres; Parcel ID number 00-00-31-1180-0013-0050, totaling approximately 0.07 acres; Parcel ID number 00-00-31-178A-0002-0071, totaling approximately 0.09 acres; Parcel ID number 00-00-31-178A-0002-0081, totaling approximately 0.14 acres; Parcel ID number 00-00-31-1800-0068-0031, totaling approximately 0.11 acres; Parcel ID number 12-3N-29-0000-0001-0000, totaling approximately 0.13 acres; collectively totaling approximately 6.07 acres of land and shown on the maps, attached hereto as Exhibit "A."

SECTION 4. ZONING MAP CHANGE. For the properties in question, the City's

Zoning Map is hereby changed to Conservation (CON) or RECREATION (REC).

SECTION 5. SEVERABILITY. If any section, subsection, sentence, clause, phrase of this Ordinance, or the particular application thereof, shall be held invalid by any court, administrative agency or other body with appropriate jurisdiction, the remaining sections, subsections, sentences, clauses and phrases under application shall not be affected thereby.

SECTION 6. This Ordinance shall take effect immediately after its final enactment.

ENACTED this 18th day of August, 2020.

CITY OF FERNANDINA BEACH

JOHN A. MILLER
Mayor - Commissioner

ATTEST:

APPROVED AS TO FORM AND LEGALITY:

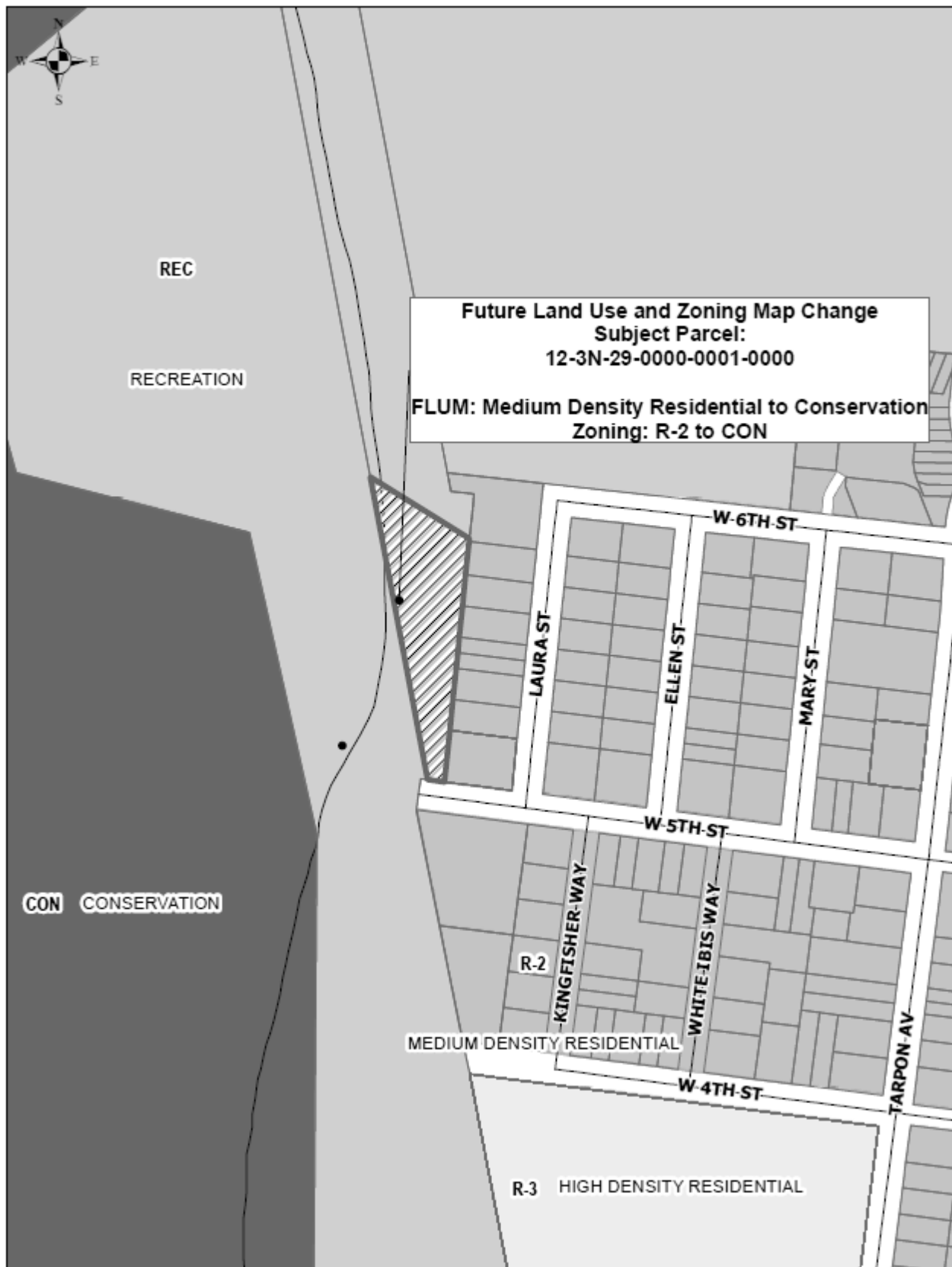


CAROLINE BEST
City Clerk

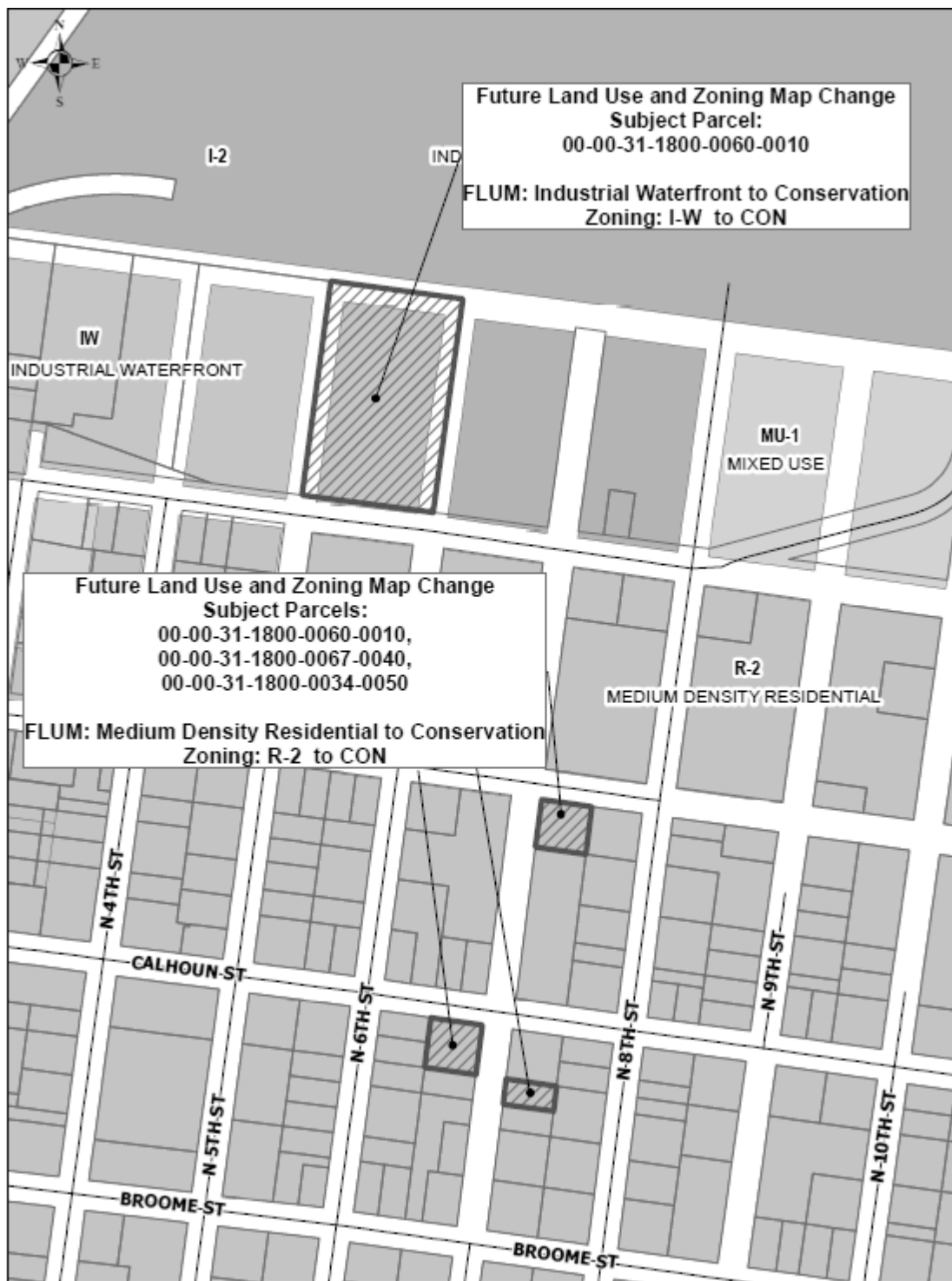
TAMMI E. BACH
City Attorney

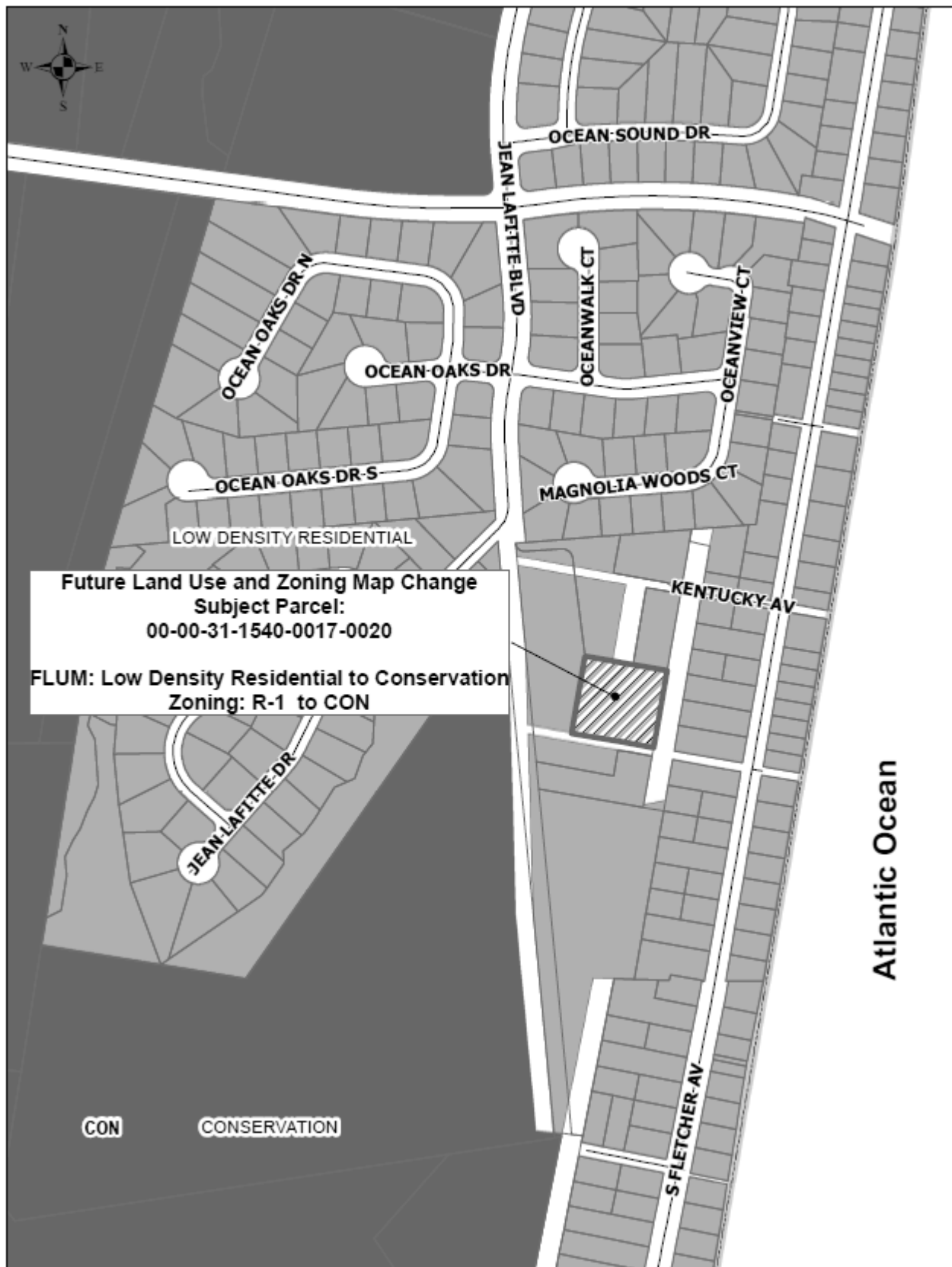
ORDINANCE 2020-24
EXHIBIT "A"

OWNER	STREET	PIN	APPROX. PARCEL ACREAGE	FROM EXISTING LAND USE	FROM EXISTING ZONING	CHANGE TO FLUM	CHANGE TO ZONING
NASSAU COUNTY	S FLETCHER AV	00-00-31- 1520-0008- 0030	0.14	LOW DENSITY RESIDENTIAL	R-1	RECREATION	REC
NASSAU COUNTY	DADE ST	00-00-31- 1800-0067- 0040	0.22	MEDIUM DENSITY RESIDENTIAL	R-2	CONSERVATION	CON
NASSAU COUNTY	CALHOUN ST	00-00-31- 1800-0034- 0050	0.23	MEDIUM DENSITY RESIDENTIAL	R-2	CONSERVATION	CON
OCEAN HIGHWAY & PORT AUTHORITY	N 3RD	00-00-31- 1800-0060- 0010	2.53	INDUSTRIAL WATERFRONT	IW	CONSERVATION	CON
STATE OF FLORIDA	1ST AV	00-00-31- 1540-0017- 0020	1.24	LOW DENSITY RESIDENTIAL	R-1	CONSERVATION	CON
STATE OF FLORIDA DEPARTMENT	CEDAR ST	00-00-31- 1180-0013- 0050	0.07	CONSERVATION	CON	CONSERVATION	CON
STATE OF FLORIDA DEPARTMENT	FLORIDA AV	00-00-31- 178A-0002- 0071	0.09	LOW DENSITY RESIDENTIAL	R-1	CONSERVATION	CON
STATE OF FLORIDA DEPARTMENT	BELVEDERE AV	00-00-31- 178A-0002- 0081	0.14	LOW DENSITY RESIDENTIAL	R-1	CONSERVATION	CON
TIIF/DEP STATE OF FLORIDA	N 7TH ST	00-00-31- 1800-0068- 0031	0.11	MEDIUM DENSITY RESIDENTIAL	R-2	CONSERVATION	CON
TIITF/REC & PARKS	FORT CLINCH DR	12-3N-29- 0000-0001- 0000	1.3	MEDIUM DENSITY RESIDENTIAL	R-2	CONSERVATION	CON









**Future Land Use and Zoning Map Change
Subject Parcel:
00-00-31-1540-0017-0020**

**FLUM: Low Density Residential to Conservation
Zoning: R-1 to CON**



APPROVED



**MINUTES
PLANNING ADVISORY BOARD
REGULAR MEETING
DECEMBER 11, 2019**

1. CALL TO ORDER – 5:02 pm

ROLL CALL / DETERMINATION OF QUORUM

MEMBERS PRESENT:

*Mark Bennett (Vice-Chair)
Richard Clark
Jenny Schaffer (Alt 1)
Peter Stevenson*

*Victoria Robas (Alt 2)
Greg Roland (arrived at 5:49 pm)
Genece Minshew*

MEMBERS ABSENT:

OTHERS PRESENT

*Tami Bach, City Attorney
Kelly Gibson, Planning Director
Samantha Rogic, Recording Secretary*

Alternate Member Schaffer was seated as a voting member until Member Roland's late arrival.

2. APPROVAL OF MEETING MINUTES

2.1 November 13, 2019

ACTION TAKEN: A motion was made by Member Clark, seconded by Member Minshew, to approve the minutes as presented.

Motion passed by unanimous voice vote.

3. OLD BUSINESS

3.1 LAND DEVELOPMENT CODE TEXT AMENDMENTS (PAB CASE #: 2019-07): CITY OF FERNANDINA BEACH, FLORIDA REQUESTS LAND DEVELOPMENT CODE TEXT AMENDMENTS TO MODIFY STANDARDS FOR HEIGHT ENCROACHMENTS WITHIN SECTIONS 1.07.00 ADDING OR AMENDING CERTAIN DEFINITIONS; AMENDING SECTION 4.02.03 STANDARDS FOR BUILDINGS AND BUILDING PLACEMENT AND HEIGHT WITHIN SPECIAL FLOOD HAZARD AREAS; AND SECTION 10.02.01 VARIANCES TO DISALLOW GRANTING OF VARIANCES TO EXCEED MAXIMUM BUILDING HEIGHTS AND TO DEVIATE FROM REQUIRED SIDE YARD SETBACKS FOR BUILDINGS WITHIN 800 FEET OF THE MEAN HIGH WATER MARK OF THE ATLANTIC OCEAN.

Doug Roselle, 524 Tarpon Ave, spoke in support of limiting unnecessary allowable height encroachments.

ACTION TAKEN: A motion was made by Member Clark, seconded by Member Roland, to table the item to the January regular meeting.

Motion passed by unanimous voice vote.

ACTION TAKEN: A motion was made by Member Clark, seconded by Member Minshew to accept staff recommendation with regard to the yellow highlighted language and 10.02.01 Sub 11 and 12 which are additions.

Motion passed by unanimous voice vote.

4. NEW BUSINESS

4.1 PAB 2019-16: Future Land Use Map and Zoning Map Amendments to Conservation and Recreation for City Owned Properties (pursuant to Ordinance 2019-05)

The following individuals spoke to the item:

Deb Harper, 835 Allen, inquired on the notice she received in the mail.

Jeff McDowell, 2820 Mantanzas, asked for clarification on which property near him is affected.

Margarete Kirkland, 1377 Plantation Point Drive, speaking on behalf of Amelia Tree Conservancy, asked for clarification on several parcels.

Barbara Smith, 923 9th Street.

ACTION TAKEN: A motion was made by Member Roland, seconded by Member Clark, to approve PAB 2019-16 as presented.

Motion passed by unanimous voice vote.

4.2 PAB 2019-17: Future Land Use Map and Zoning Map Amendments for Non-City owned lands to Conservation and Recreation (pursuant to Ordinance 2019-05)

Marine St & Marine St:

The following individuals spoke to the item:

James O'Conner, 703 Garden Street, has a lease with CSX

Brad O'Conner, 2440 Lyndale Road, has a lease with CSX

Eric Oliver, 706 Someruelus, has a lease with CSX

Jennifer Harrison, 820 Someruelus St, spoke to the significant history of the bluff.

Member Stevenson motioned for no action to be taken on the two parcels identified to keep as industrial waterfront. Member Minshew seconded.

Upon further discussion, Member Stevenson withdrew his motion.

ACTION TAKEN: A motion was made by Member Roland, seconded by Member Clark, to postpone the CSX parcels to the March Regular meeting to give Staff time to meet with CSX.

Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.

8th and Dade Street:

The following individuals spoke to the item:

Monica Cleveland, 2203 Belvedere Ave

Jill McCarthy, 2120 Belvedere Ave

ACTION TAKEN: A motion was made by Member Clark, Seconded by Member Stevenson, to approve Staff's recommendation of all non-city owned parcels, with the exception of the CSX properties as discussed and the parcel located on the corner of Dade and 8th Street (00-00-31-1800-0067-0050).

Vote upon passage of the motion was taken b y ayes and nays and being all ayes, carried.

5. BOARD BUSINESS

5.1 Review Draft Amendments to PAB Bylaws

Members of the Board discussed.

ACTION TAKEN: A motion was made by Member Minshew, seconded by Member Roland, to approve the bylaws as amended and presented.

Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.

The Board then unanimously agreed by voice vote, to vote on the final approval at the January 2020 regular meeting.

6. STAFF REPORT

7. PUBLIC COMMENT

8. ADJOURNMENT – 7:54 PM


Samantha Rogic, Recording Secretary


Mark Bennett, Vice-Chair



STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

APPLICATION FOR FUTURE LAND USE MAP + ZONING AMENDMENTS
NON-CITY OWNED PARCELS

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

APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:	00-00-31-1180-0013-0050 AND 00-00-31-178A-0002-0071 AND 00-00-31-178A-0002-0081 STATE OF FLORIDA DEPARTMENT				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change (In accordance with action directed under Ord. 2019-05)				
LOCATION AND DESCRIPTION OF SITE:	Cedar St + Florida Ave + Belvedere Ave / Vacant Undisturbed				
CURRENT LAND USE + ZONING:	Conservation + CON Low Density Residential + R1				
PROPOSED LAND USE + ZONING:	Conservation + CON				
EXISTING USES ON SITE:	Vacant / Undisturbed				
PROPERTY SIZE:	.07 + .09 + .14 Acres				
ENVIRONMENTAL CHARACTERISTICS:	<u>Flood zone</u>	<u>Potential Wetlands</u>	<u>Avg. Topography</u>	<u>Soil Type</u>	<u>Coastal Upland Protection Zone</u>
	AE	YES	O' to 4'	Clay	NO
ADJACENT PROPERTIES:	<u>Direction</u>	<u>Existing Use(s)</u>	<u>Year Built</u>	<u>Zoning</u>	<u>FLUM</u>
	North	Single Family	1952	R-1 + CON	Low Density Residential + Conservation
	South	Vacant Gov	n/a	CON	Conservation
	East	Vacant Gov	n/a	CON	Conservation
	West	Single Family	1988	R-1	Low Density Residential
APPLICABLE COMPREHENSIVE PLAN POLICIES:	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering); 1.07.15 (conservation land use category); Objective 5.08 (Wetlands Protection and Preservation) and all policy statements which follow; Objective 5.10 (Wildlife Planning) and specific policies 5.10.01, 5.10.02, 5.10.05 5.14.09 (development standards for environmentally sensitive and conservation lands);				



STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

	Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands); 6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) Reference: www.fbfl.us/Compplan
APPLICABLE LAND DEVELOPMENT CODE SECTIONS:	2.00.03 (Establishment of district boundary); 2.01.20 (CON zoning district); 3.02.06 (Land Uses within Areas of Special Flood Hazard); 3.03.00 (Wetland Protection); 4.05.00 (Landscaping, Buffers, and Tree Protection); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) Reference: www.fbfl.us/LDC
STAFF RECOMMENDATION:	Staff finds the requested amendments to be sufficiently compliant with the Comprehensive Plan, Land Development Code, and established City Commission Goal to increase conservation land use and zoning acreage. Staff recommends approval of the request.

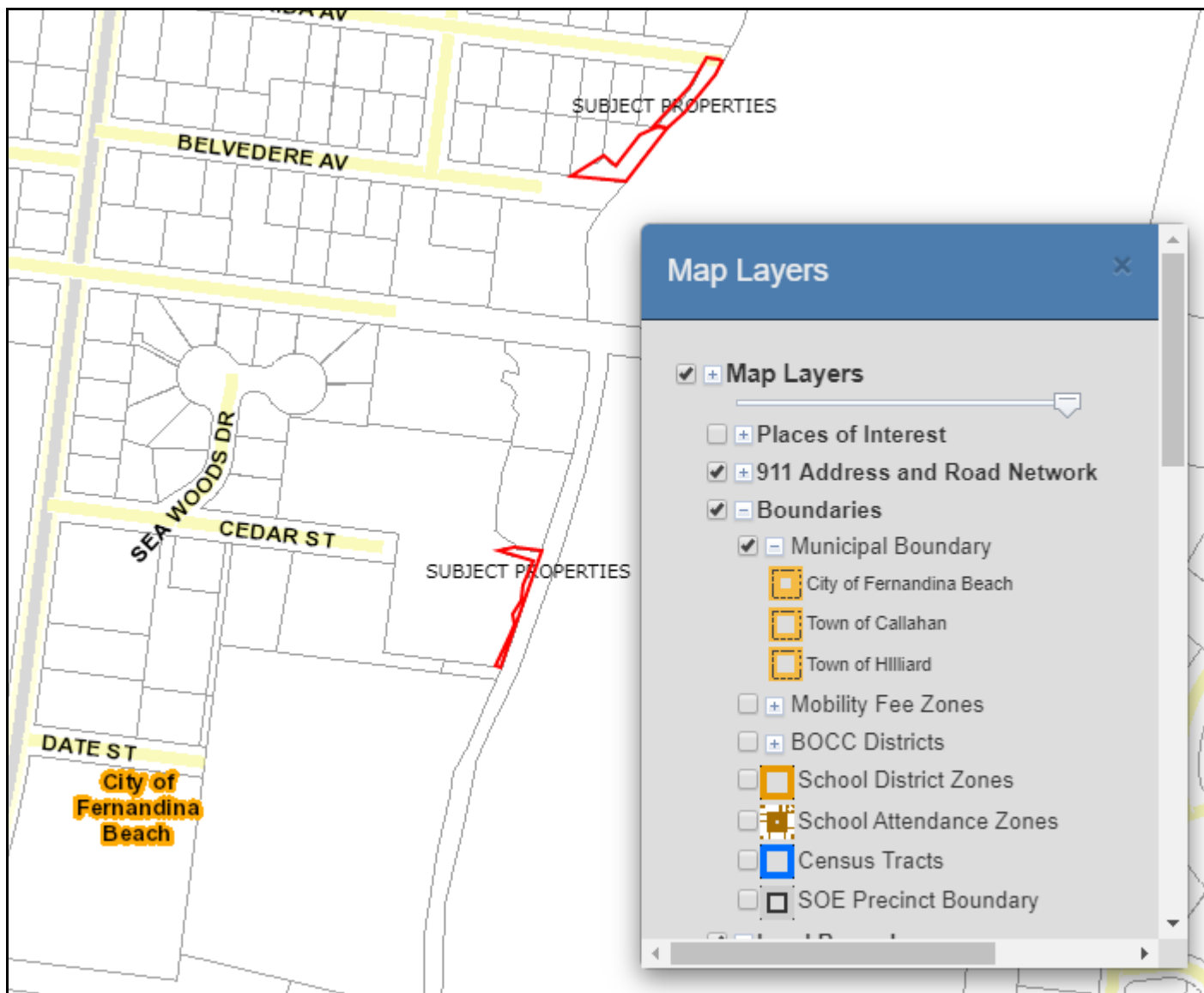
Submitted by:

Kelly N. Gibson, AICP
Director



STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

PROPERTY BOUNDARY





STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

CURRENT LAND USE





The screenshot shows a GIS application interface. On the left, a legend window is open, displaying a list of map layers and their corresponding colors. The legend includes the following items:

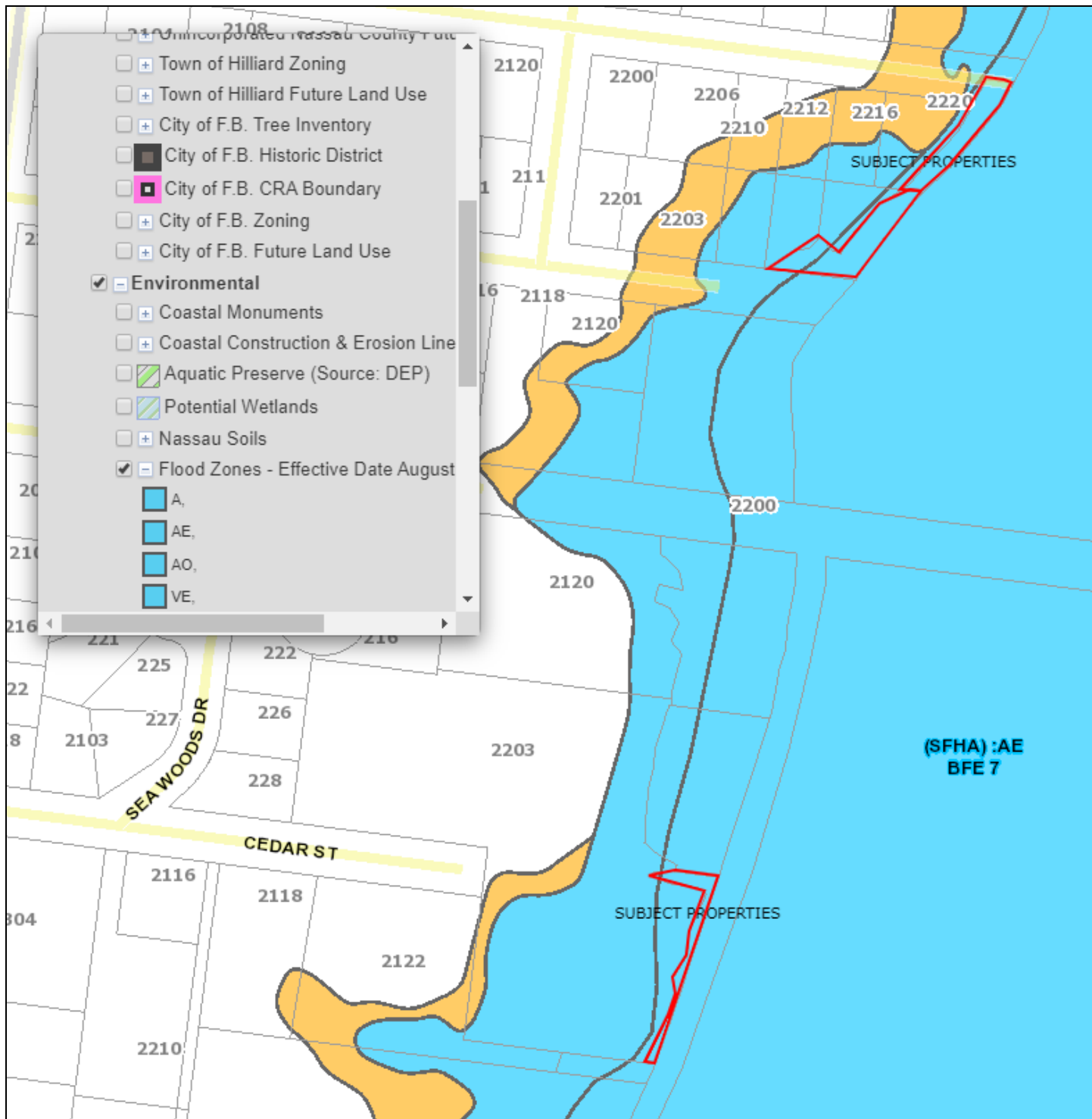
- ☐ Unincorporated Nassau County Future Land Use
- ☐ Town of Hilliard Zoning
- ☐ Town of Hilliard Future Land Use
- ☐ City of F.B. Tree Inventory
- ☐ City of F.B. Historic District
- ☐ City of F.B. CRA Boundary
- ☒ City of F.B. Zoning
- ☐ MU-8
- ☐ I-2
- ☐ GC/C-2 with PUD
- ☐ R-3 with PUD
- ☐ R-2 with PUD
- ☐ C-1
- ☐ C-2
- ☐ C-3
- ☐ MU-1
- ☐ R-1
- ☐ RLM

The map displays a grid of land parcels. Several parcels are highlighted in red and labeled "SUBJECT PROPERTIES". Other labels on the map include "CON 10-33", "R-1 06-31", and "City of Fernandina Beach". The map also shows street names like "SEA WOODS DR" and "CEDAR ST".



STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

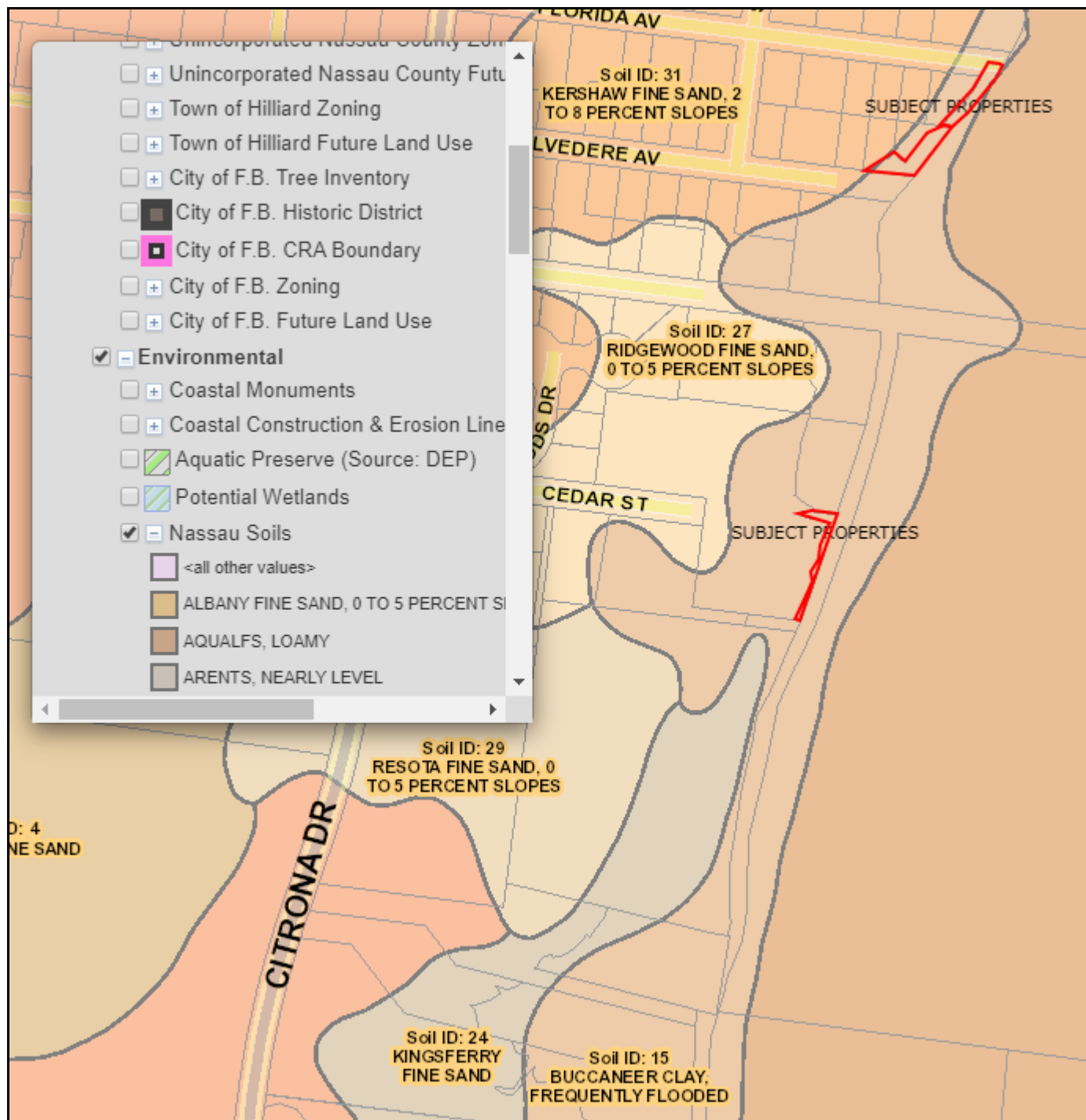
FLOODZONE





STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

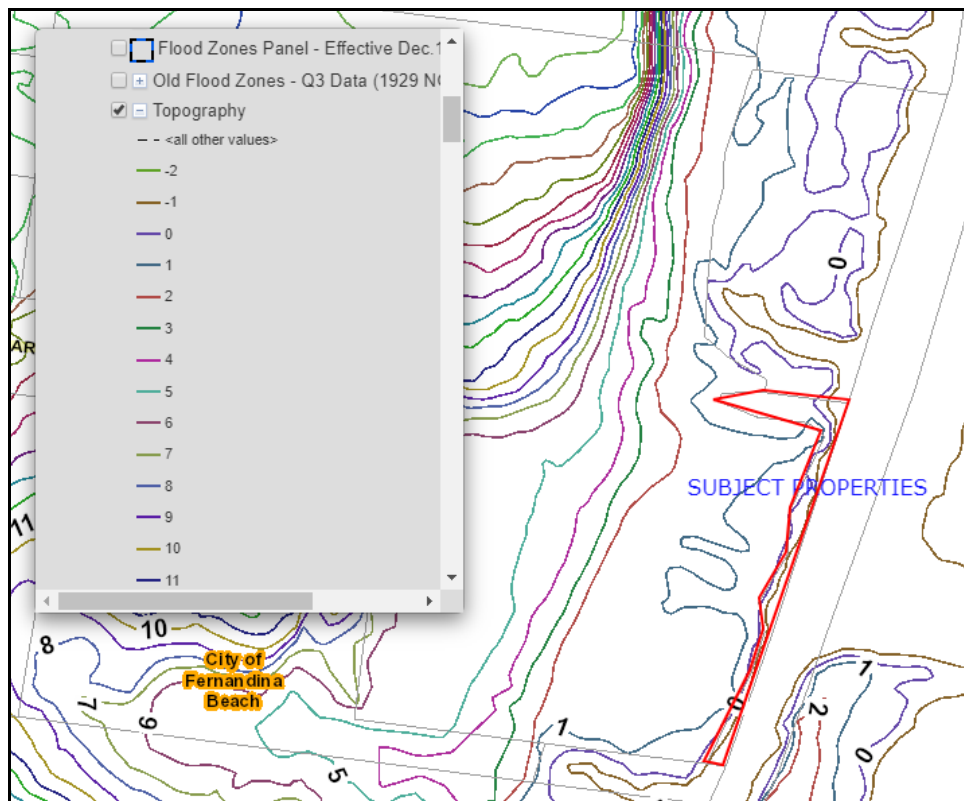
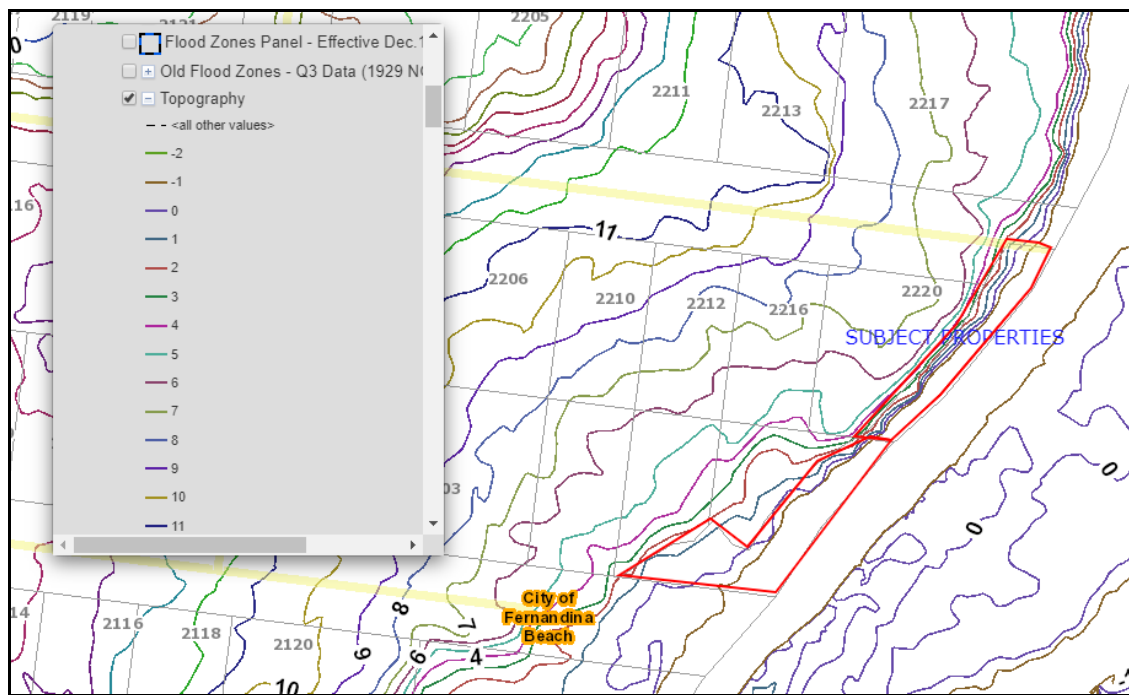
SOILS





STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

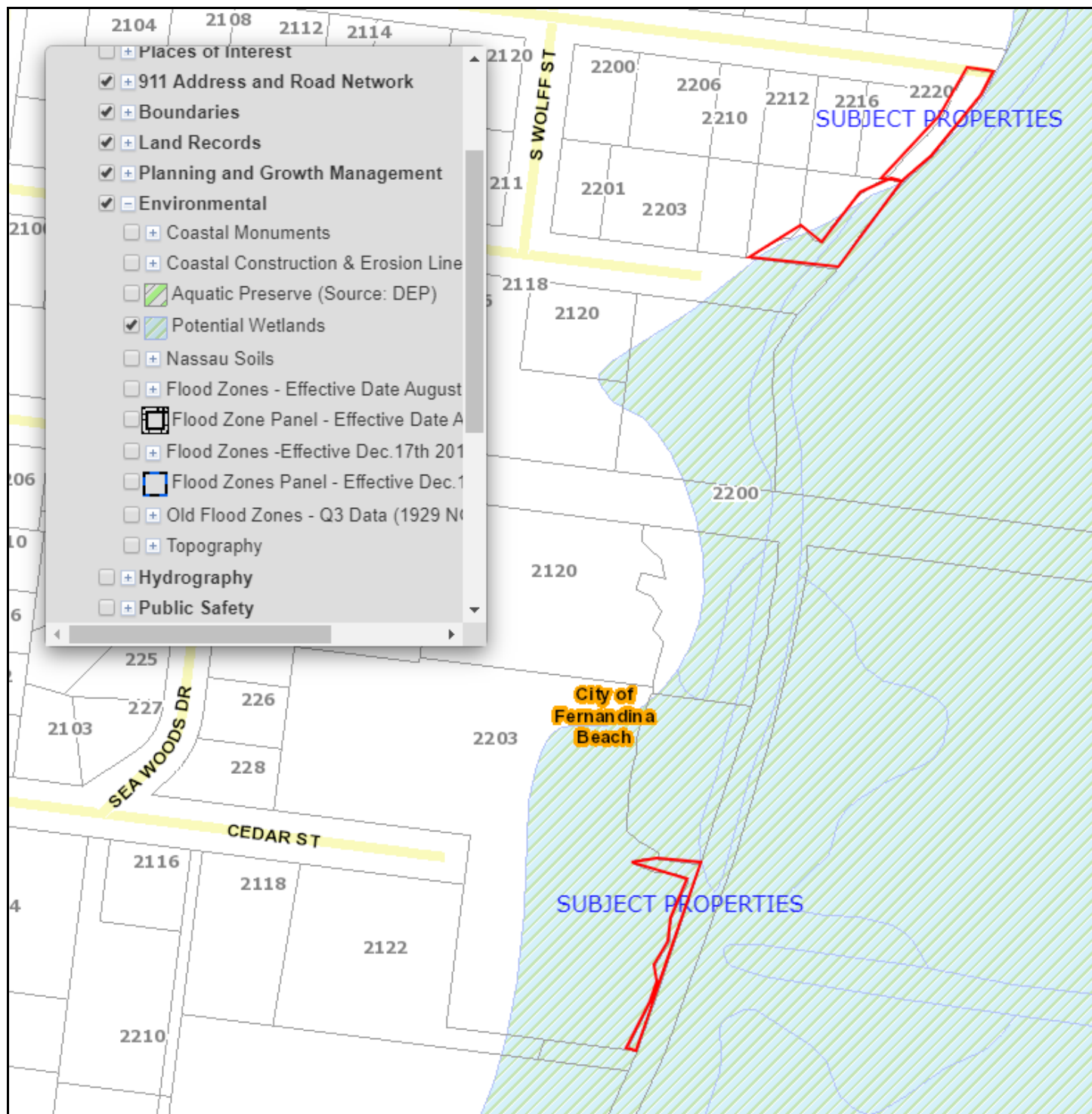
TOPOGRAPHY





STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

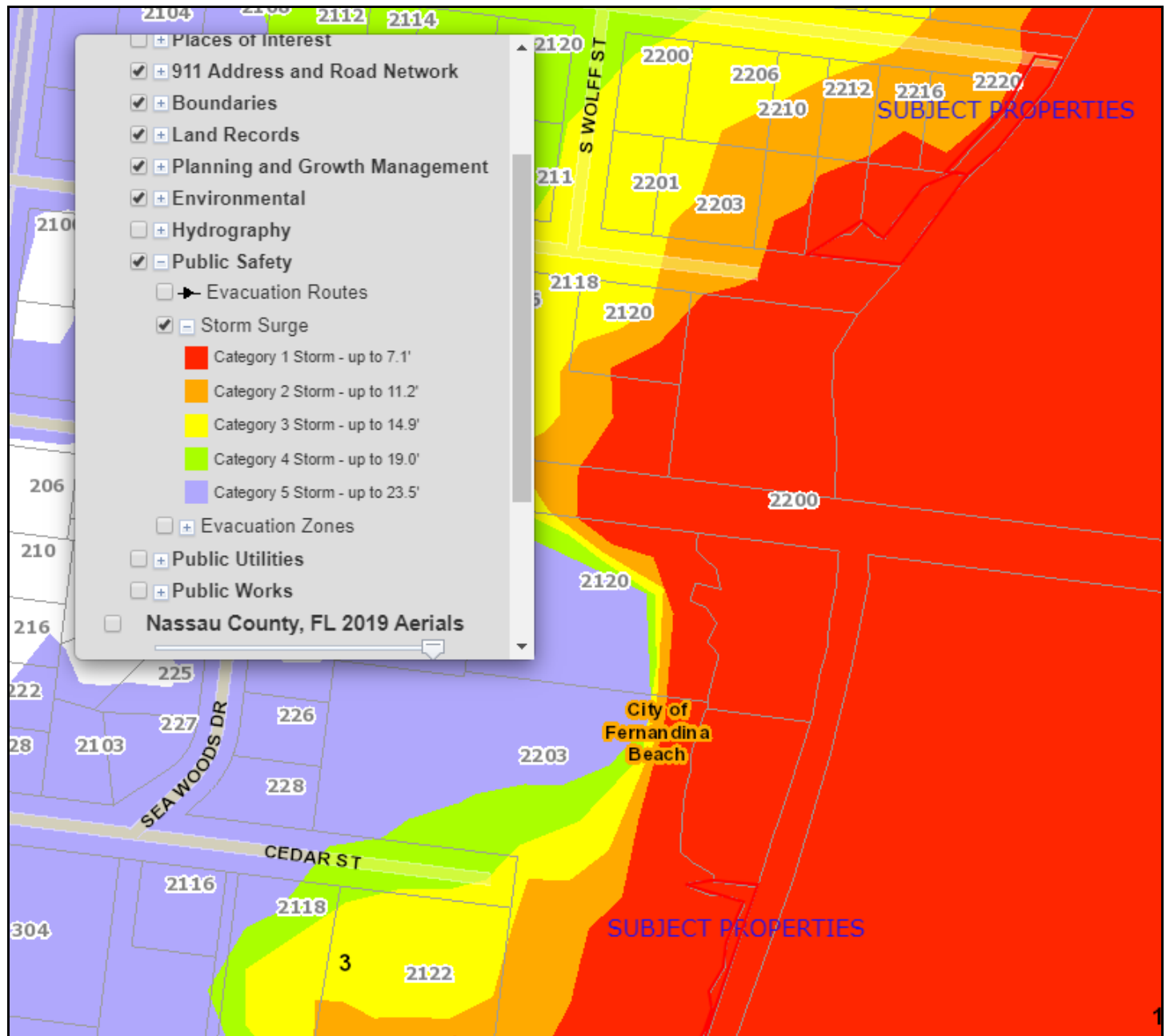
WETLANDS





STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

STORM SURGE ZONE (COASTAL HIGH HAZARD AREA DEFINED AS CATEGORY 1 ZONE)





STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

APPLICATION FOR FUTURE LAND USE MAP + ZONING AMENDMENTS
NON-CITY OWNED PARCELS

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

APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:	00-00-31-1800-0067-0040 AND 00-00-31-1800-0034-0050 AND 00-00-31-1800-0068-0031 NASSAU COUNTY + TIITF/REC & PARKS				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change (In accordance with action directed under Ord. 2019-05)				
LOCATION AND DESCRIPTION OF SITE:	Dade St. + Calhoun St. + N 7 th St. Vacant/ Undisturbed				
CURRENT LAND USE + ZONING:	Medium Density Residential R-2 + Medium Density Residential R-2 + Medium Density Residential R-2				
PROPOSED LAND USE + ZONING:	Conservation + CON				
EXISTING USES ON SITE:	Vacant/ Undisturbed				
PROPERTY SIZE:	.22 + .23 + .11				
ENVIRONMENTAL CHARACTERISTICS:	<u>Flood zone</u>	<u>Potential Wetlands</u>	<u>Avg. Topography</u>	<u>Soil Type</u>	<u>Coastal Upland Protection Zone</u>
	AE 9 + AE 9 + AE 9	YES + NO + NO	3'-8' + 3'- 8' + 2'-3'	Soil ID:28 Tisonia Mucky Peat, Tidal; + Soil ID: 31 Kershaw Fine Sand, 2 to 8 Percent Slopes; Soil ID: 24 KingsFerry Fine Sand + Soil ID:24 KingsFerry Fine Sand	NO; NO; NO



PAB 2019-17 (Non-City Owned Conservation Lands: Reference to Ord. 2019-05)
Staff Report: Page 2 of 7



STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

	conservation lands); 6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) Reference: www.fbfl.us/Compplan
APPLICABLE LAND DEVELOPMENT CODE SECTIONS:	2.00.03 (Establishment of district boundary); 2.01.20 (CON zoning district); 3.02.06 (Land Uses within Areas of Special Flood Hazard); 3.03.00 (Wetland Protection); 4.05.00 (Landscaping, Buffers, and Tree Protection); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) Reference: www.fbfl.us/LDC
STAFF RECOMMENDATION:	Staff finds the requested amendments to be sufficiently compliant with the Comprehensive Plan, Land Development Code, and established City Commission Goal to increase conservation land use and zoning acreage. Staff recommends approval of the request.

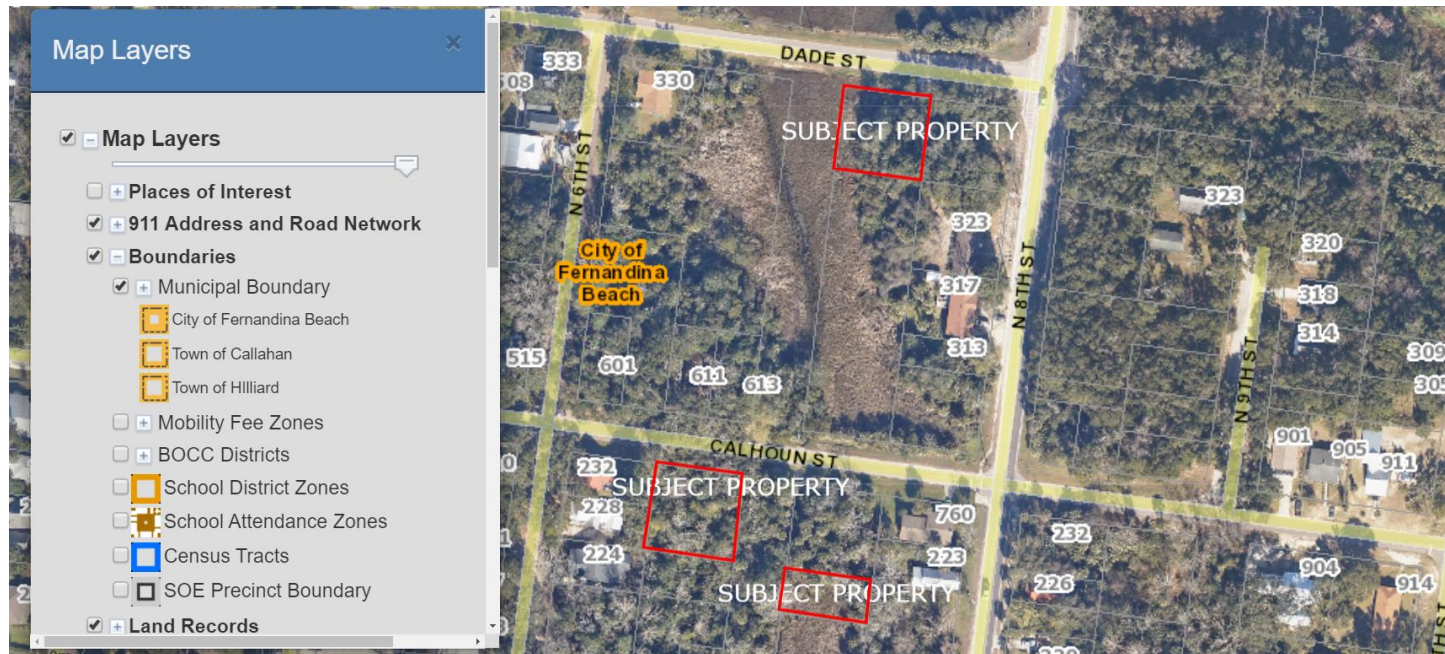
Submitted by:

Kelly N. Gibson, AICP
Director

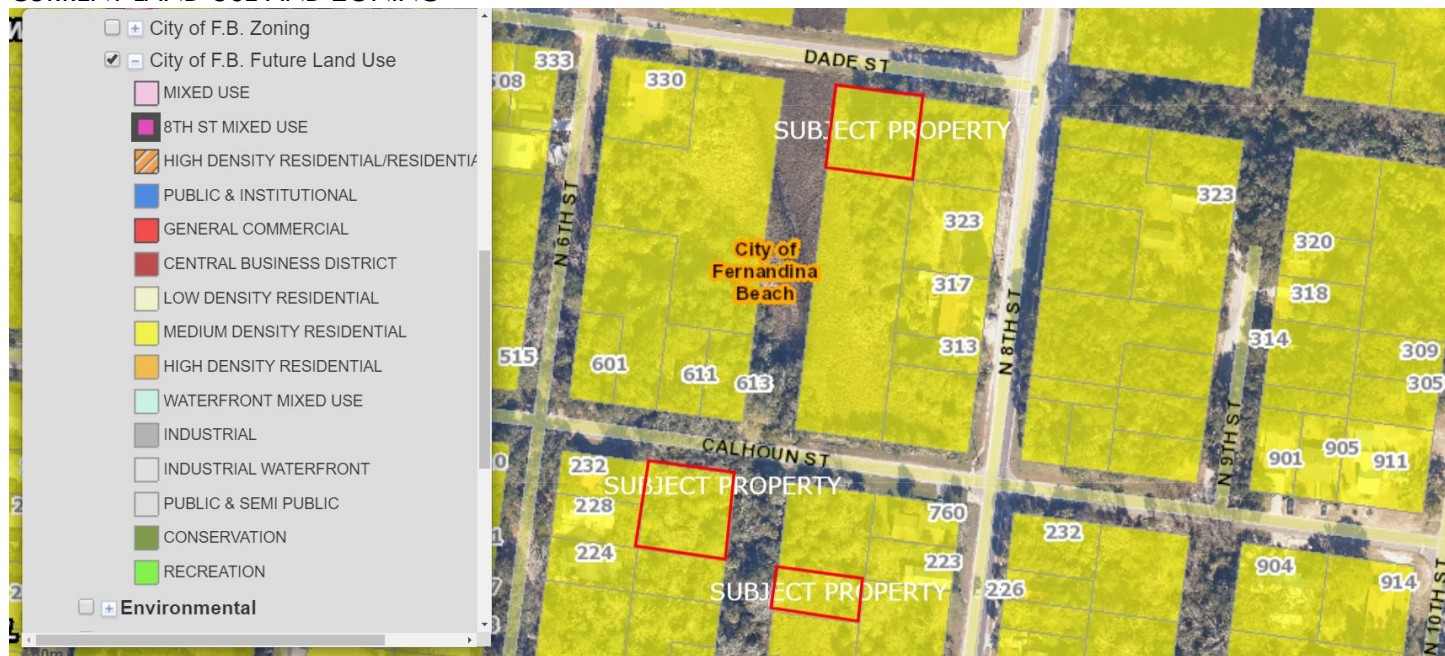


STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

PROPERTY BOUNDARY

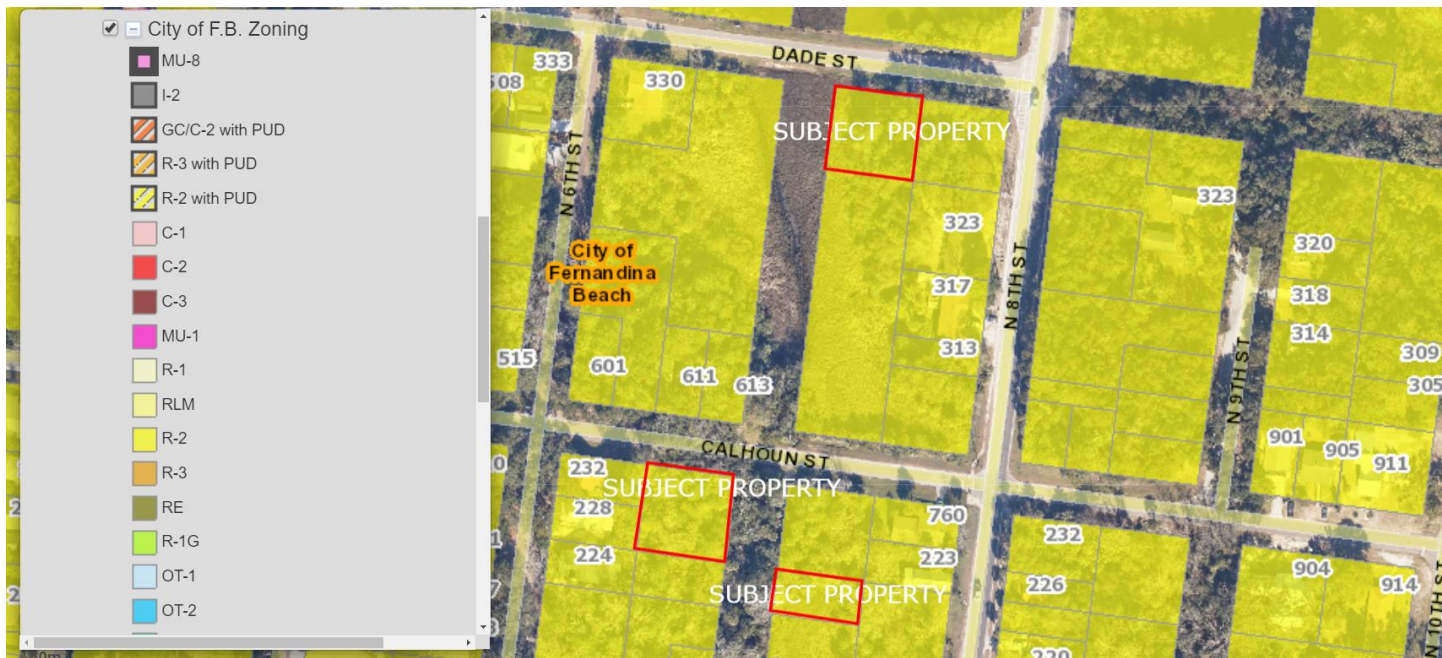


CURRENT LAND USE AND ZONING

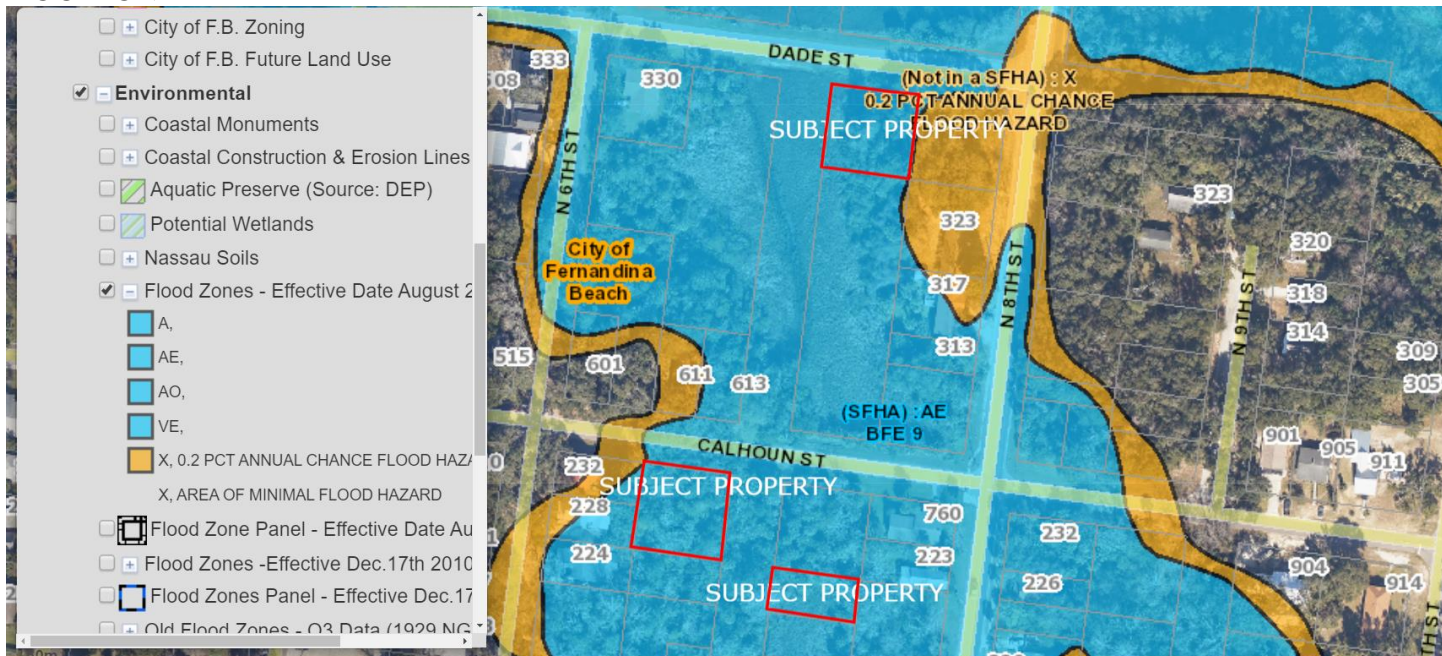




STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019



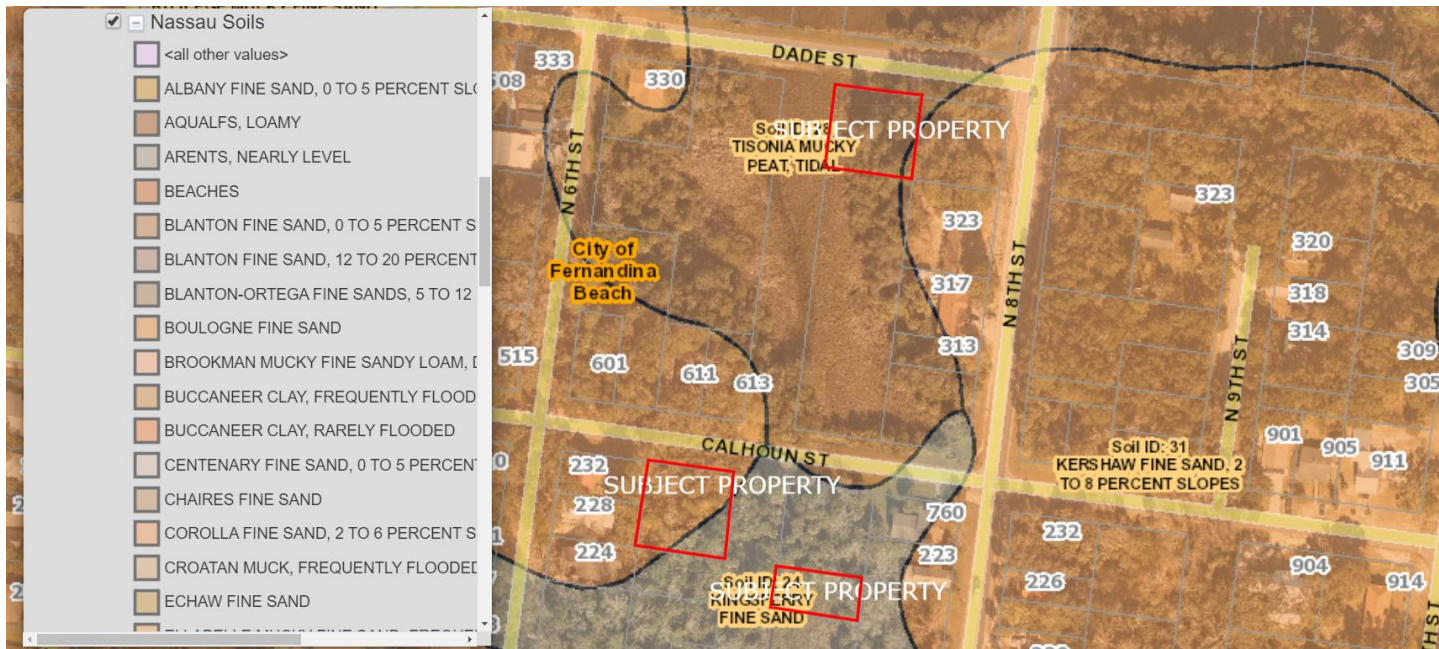
FLOODZONE



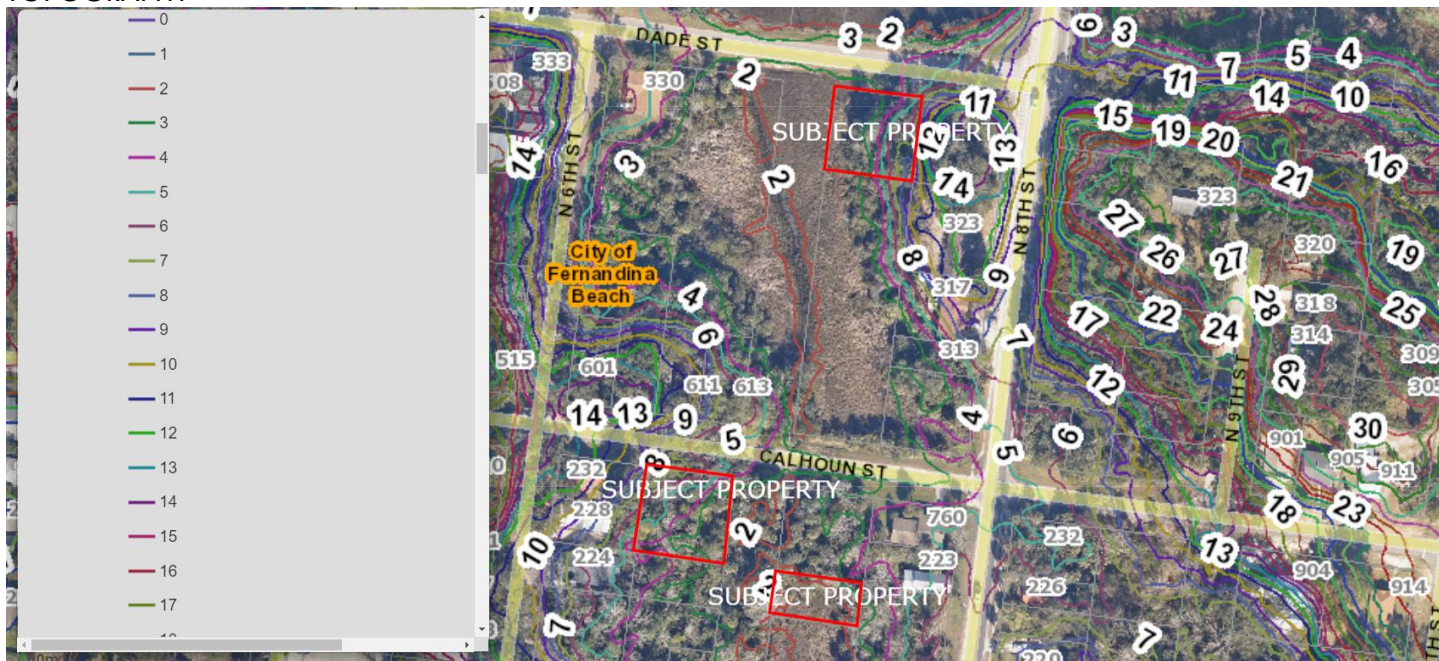


STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

SOILS



TOPOGRAPHY



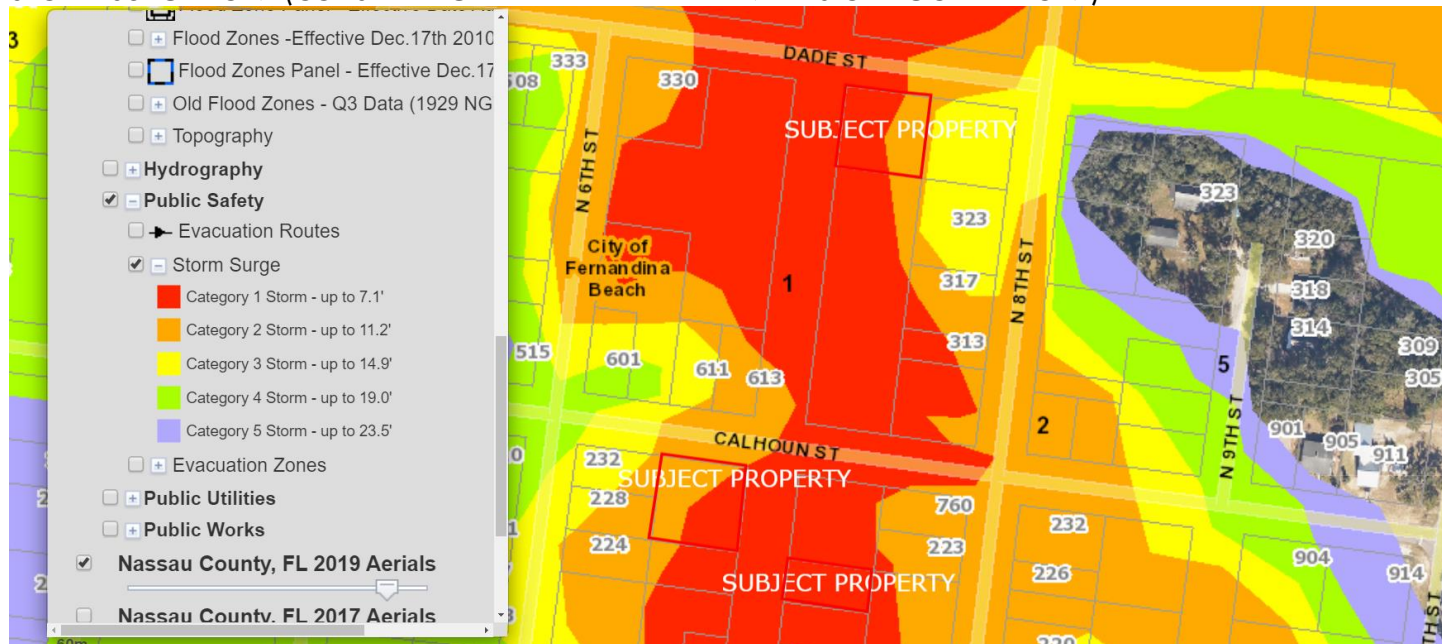


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WETLANDS



STORM SURGE ZONE (COASTAL HIGH HAZARD AREA DEFINED AS CATEGORY 1 ZONE)





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PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

APPLICATION FOR FUTURE LAND USE MAP + ZONING AMENDMENTS
NON-CITY OWNED PARCELS

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

APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:	00-00-31-1540-0017-0020 STATE OF FLORIDA				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change (In accordance with action directed under Ord. 2019-05)				
LOCATION AND DESCRIPTION OF SITE:	1 st Avenue – Vacant/Undisturbed				
CURRENT LAND USE + ZONING:	Low Density Residential + R-1				
PROPOSED LAND USE + ZONING:	Conservation + CON				
EXISTING USES ON SITE:	Vacant/ Undisturbed				
PROPERTY SIZE:	1.24 Acre				
ENVIRONMENTAL CHARACTERISTICS:	<u>Flood zone</u>	<u>Potential Wetlands</u>	<u>Avg. Topography</u>	<u>Soil Type</u>	<u>Coastal Upland Protection Zone</u>
	AE	YES	0' to 3'	Muck + Fine Sand	NO
ADJACENT PROPERTIES:	<u>Direction</u>	<u>Existing Use(s)</u>	<u>Year Built</u>	<u>Zoning</u>	<u>FLUM</u>
	North	Vacant	n/a	R-1	Low Density Residential
	South	Vacant	n/a	R-1	Low Density Residential
	East	Single Family	1956	R-1	Low Density Residential
	West	Vacant	n/a	R-1	Low Density Residential
APPLICABLE COMPREHENSIVE PLAN POLICIES:	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering); 1.07.15 (conservation land use category); Objective 5.08 (Wetlands Protection and Preservation) and all policy statements which follow; Objective 5.10 (Wildlife Planning) and specific policies 5.10.01, 5.10.02, 5.10.05 5.14.09 (development standards for environmentally sensitive and conservation lands); Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09;				



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	5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands); 6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) Reference: www.fbfl.us/Compplan
APPLICABLE LAND DEVELOPMENT CODE SECTIONS:	2.00.03 (Establishment of district boundary); 2.01.20 (CON zoning district); 3.02.06 (Land Uses within Areas of Special Flood Hazard); 3.03.00 (Wetland Protection); 4.05.00 (Landscaping, Buffers, and Tree Protection); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) Reference: www.fbfl.us/LDC
STAFF RECOMMENDATION:	Staff finds the requested amendments to be sufficiently compliant with the Comprehensive Plan, Land Development Code, and established City Commission Goal to increase conservation land use and zoning acreage. Staff recommends approval of the request.

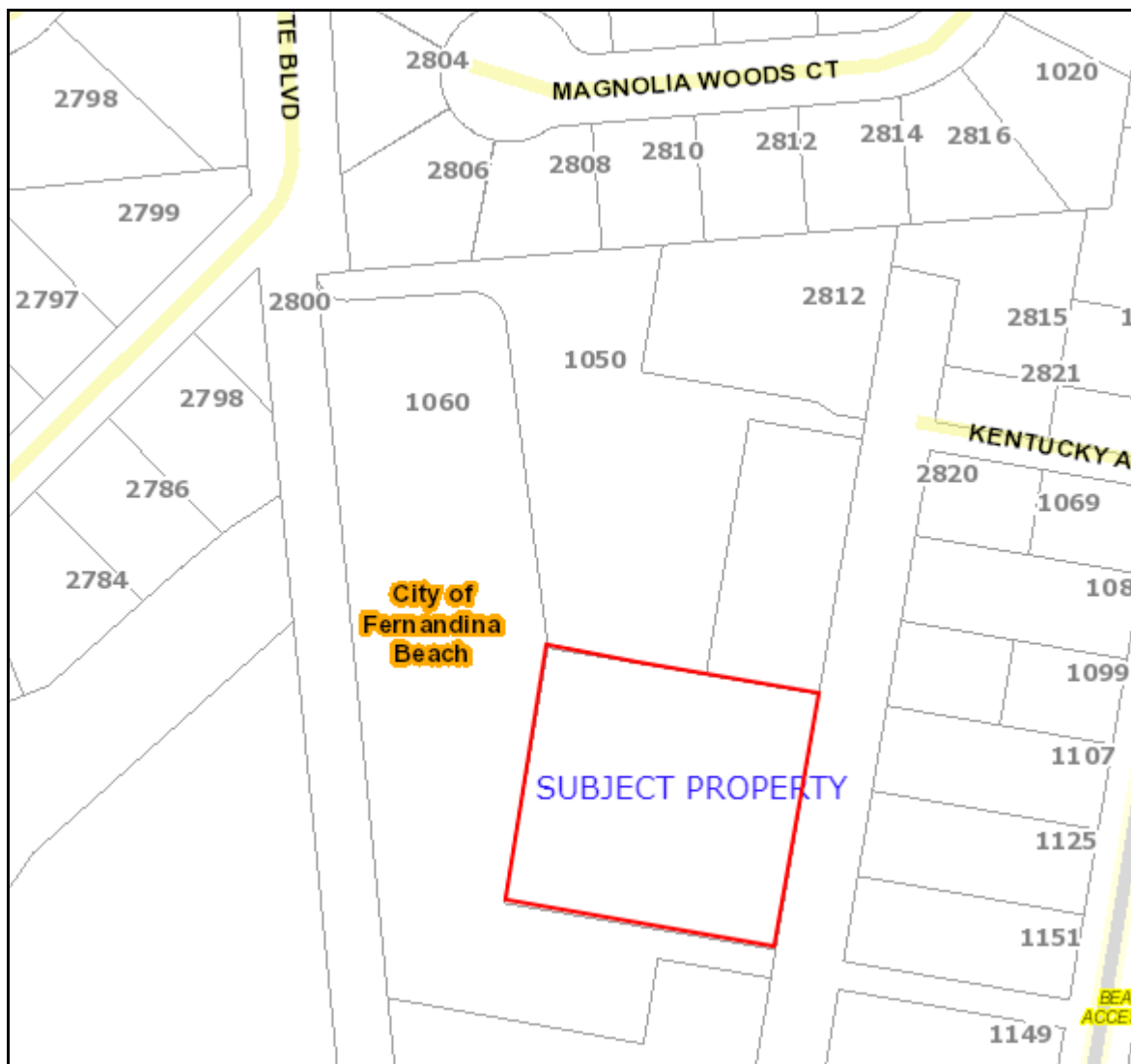
Submitted by:

Kelly N. Gibson, AICP
Director



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PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
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December 11, 2019

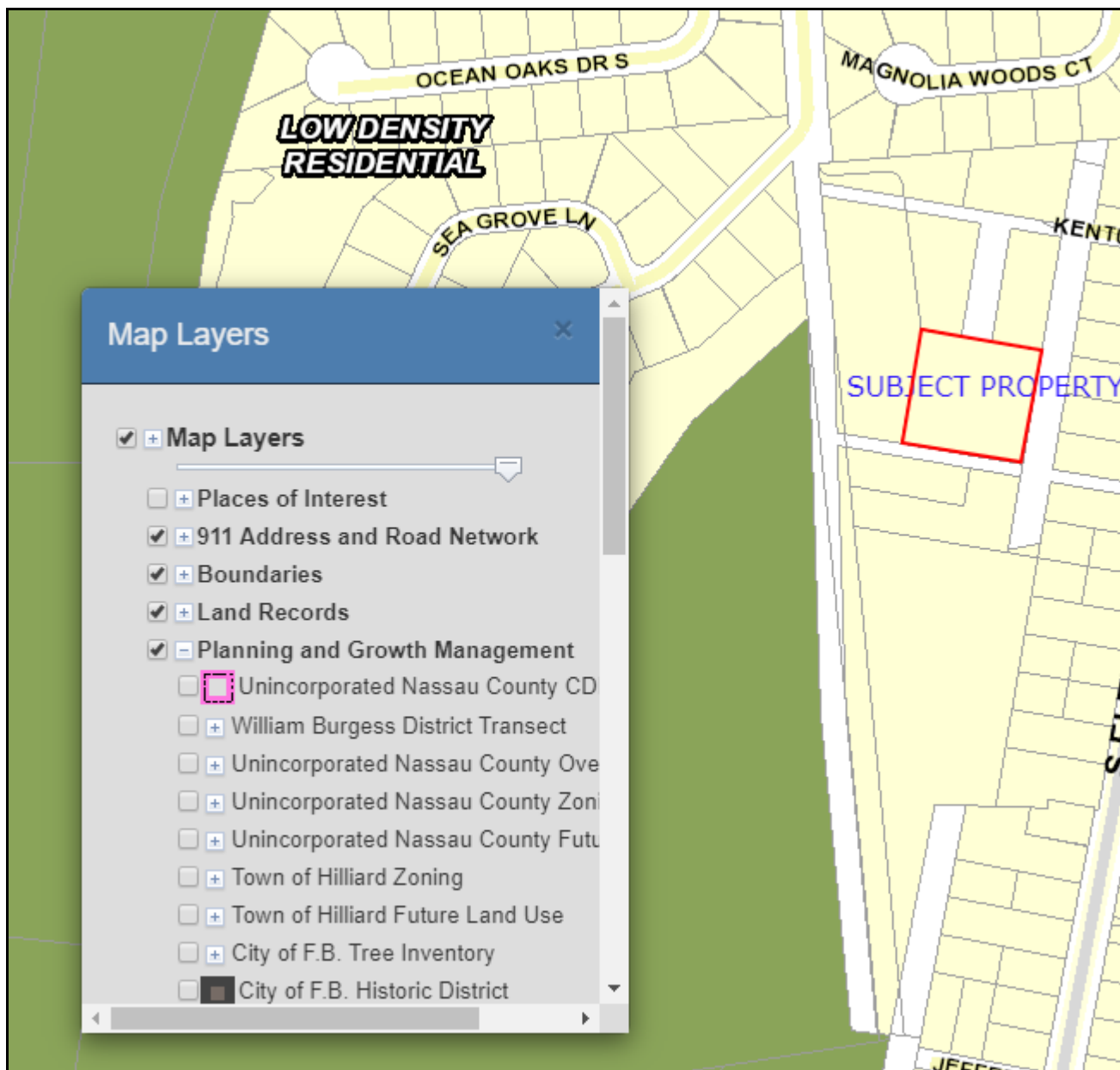
PROPERTY BOUNDARY





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PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
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CURRENT LAND USE

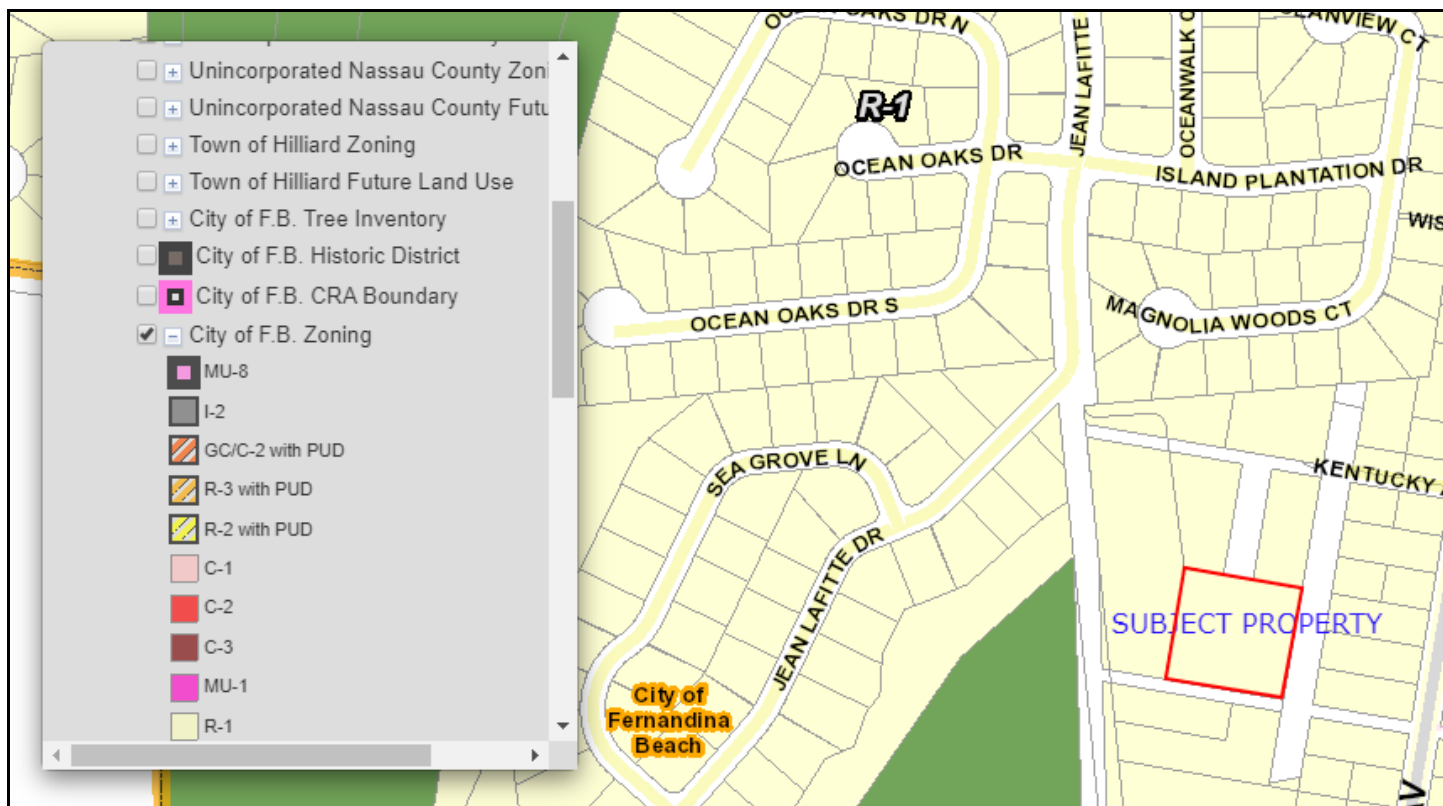


AND



STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
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December 11, 2019

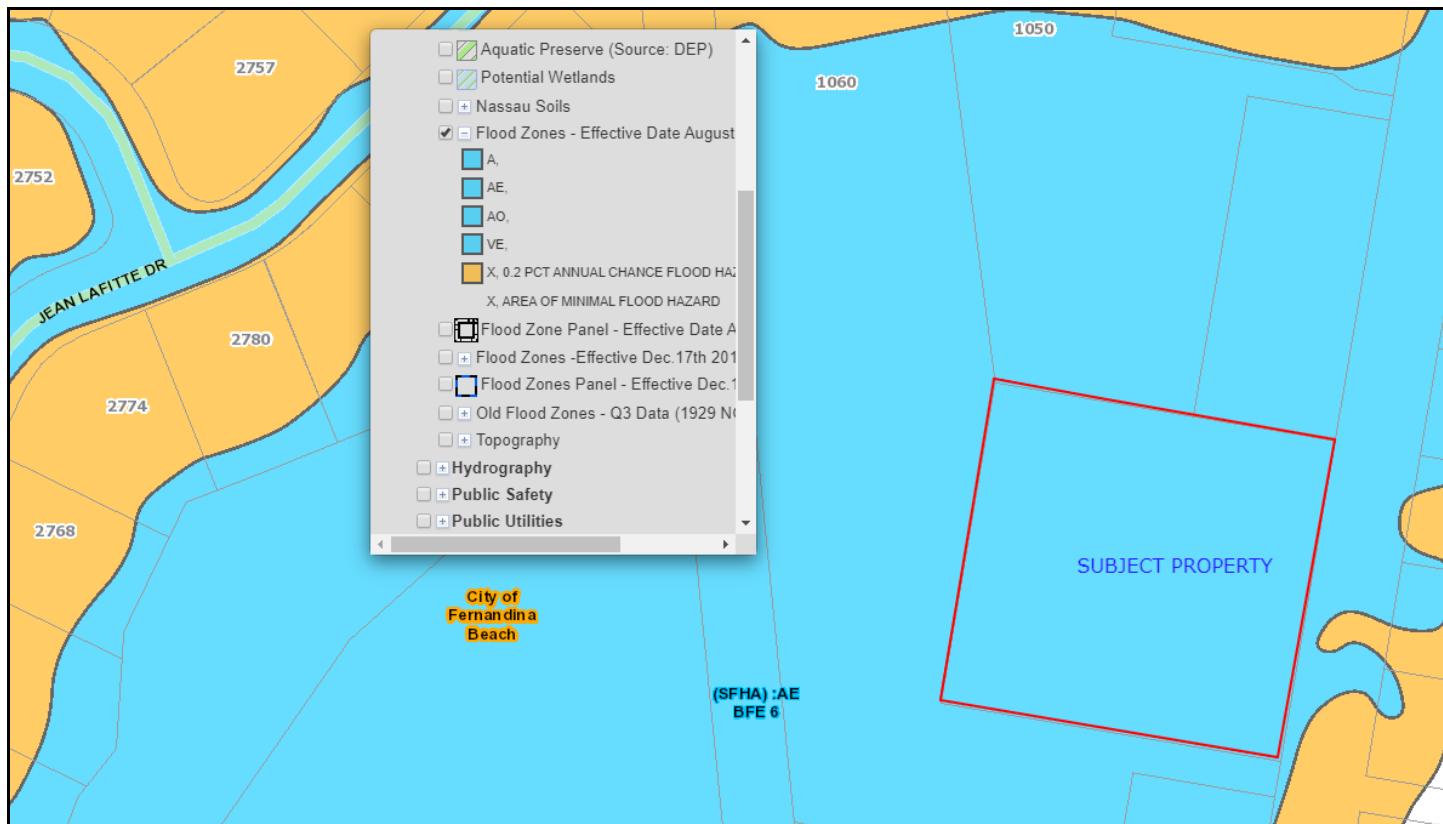
ZONING





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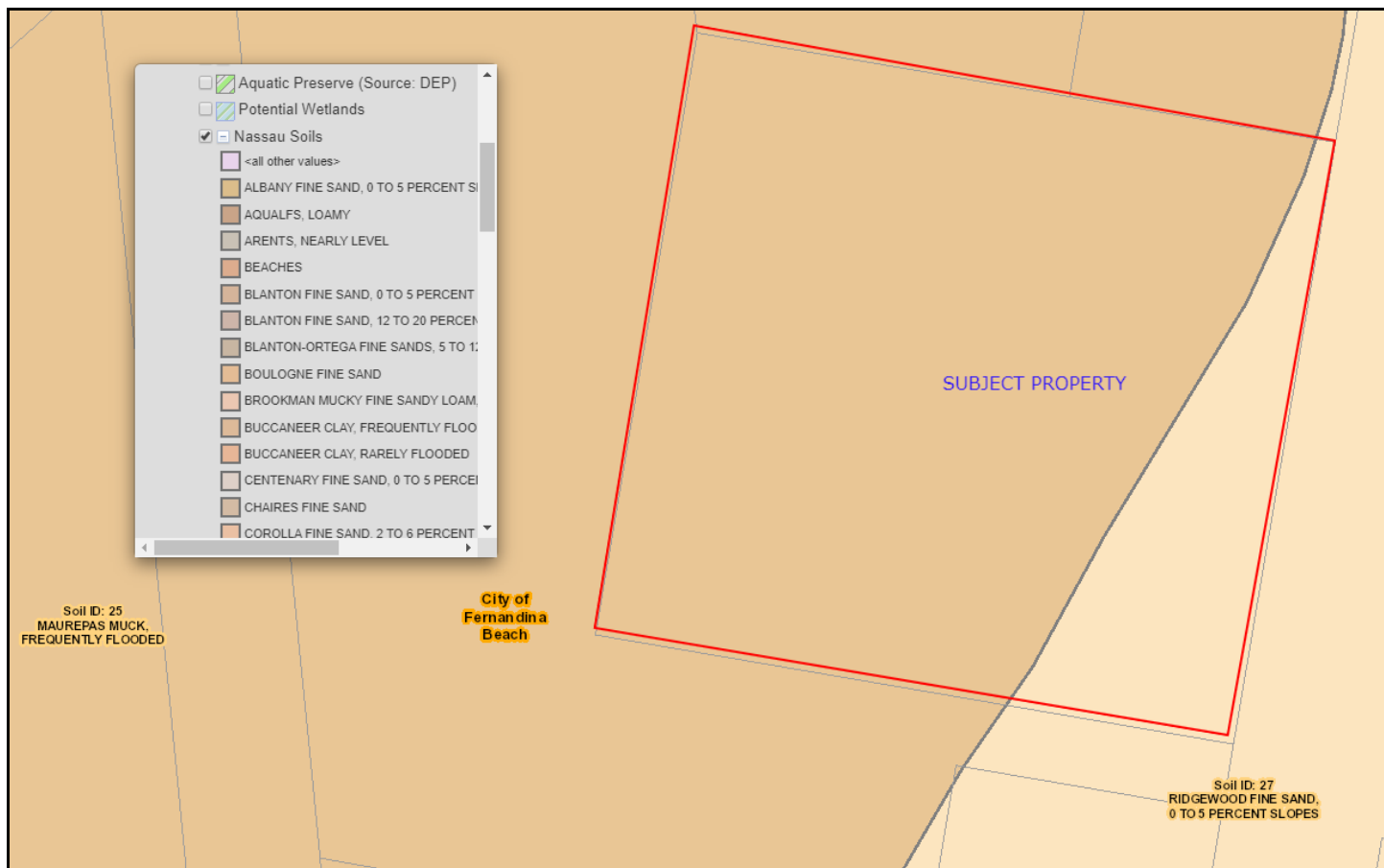
FLOODZONE





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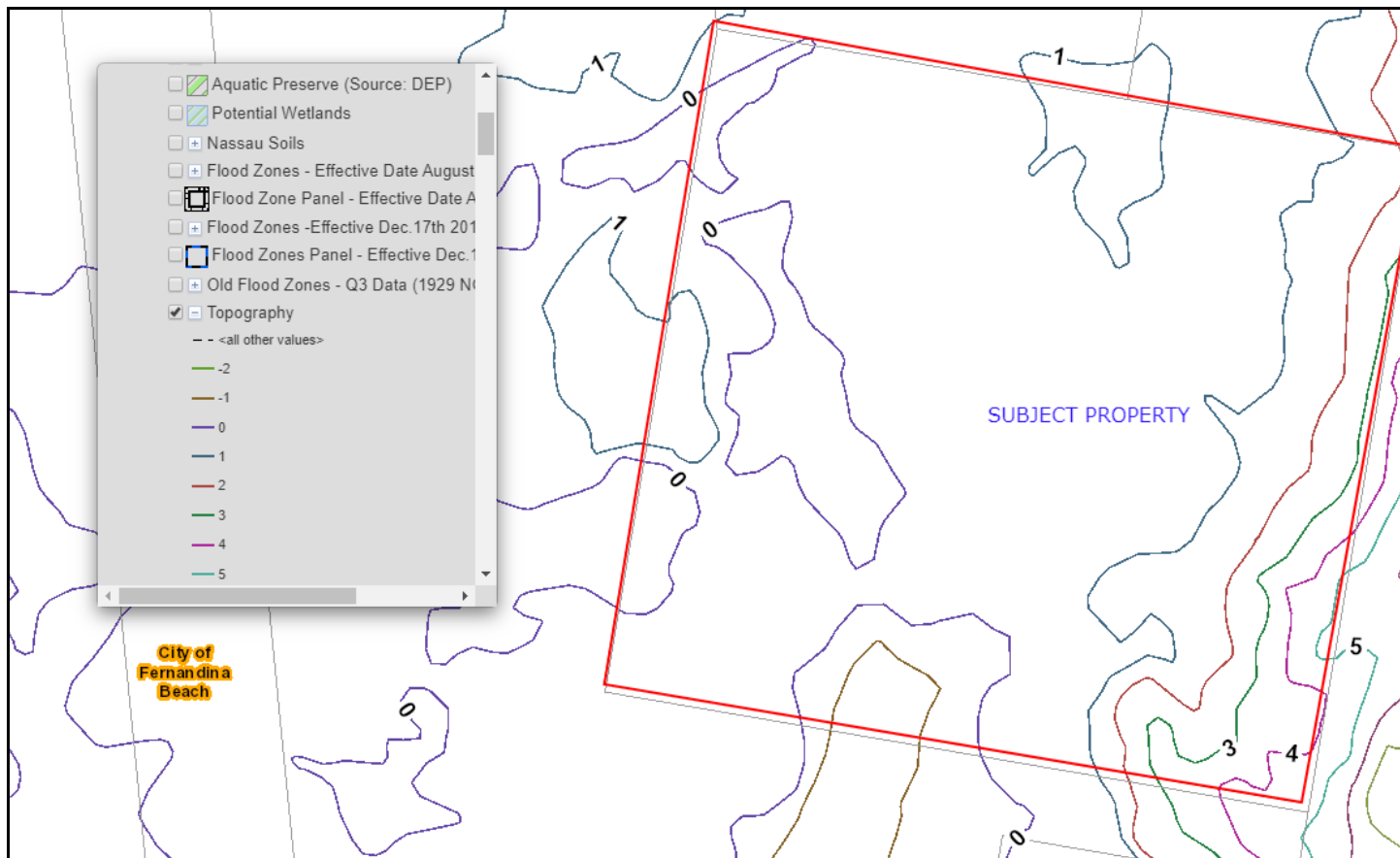
SOILS





STAFF REPORT
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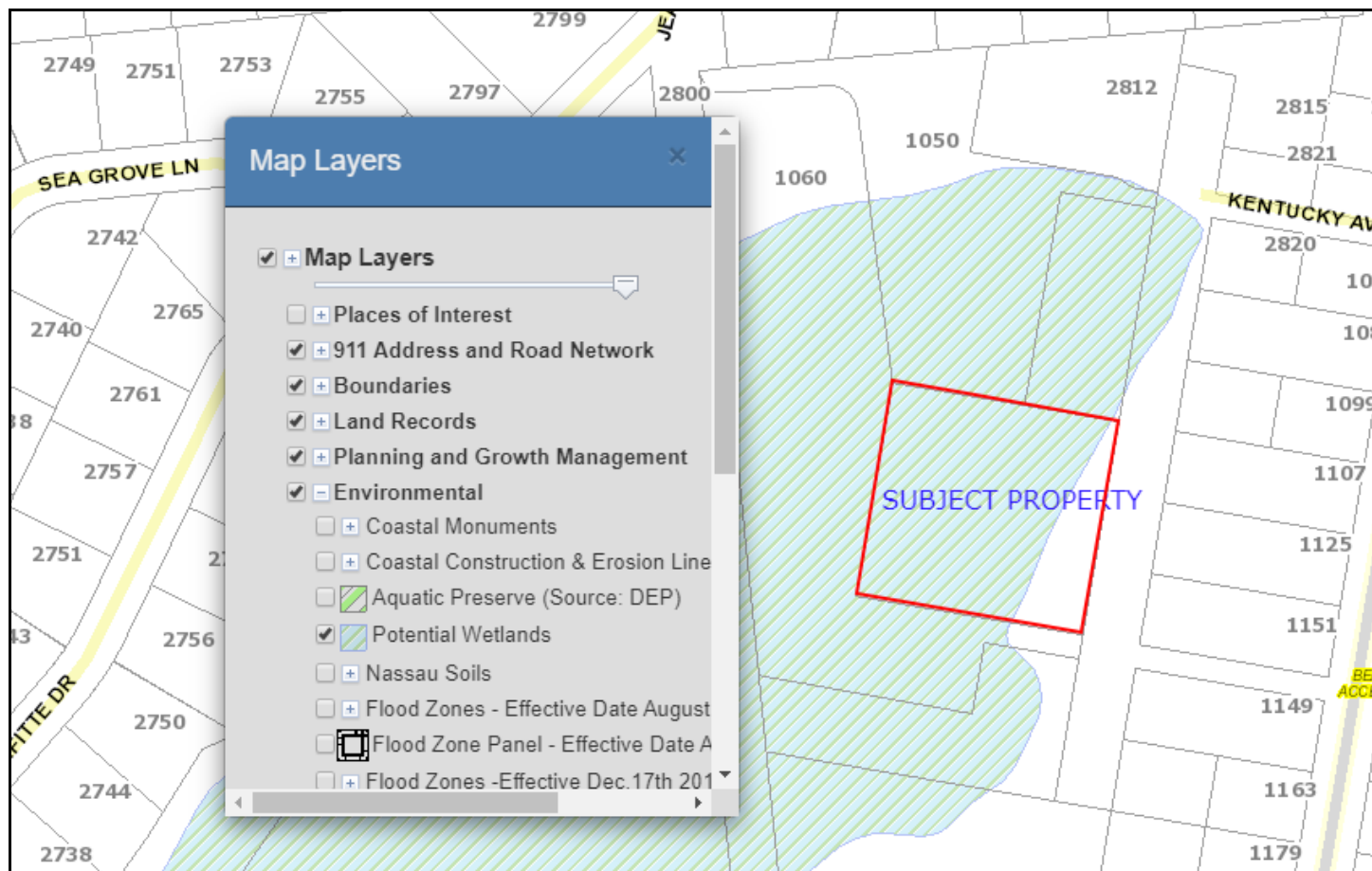
TOPOGRAPHY





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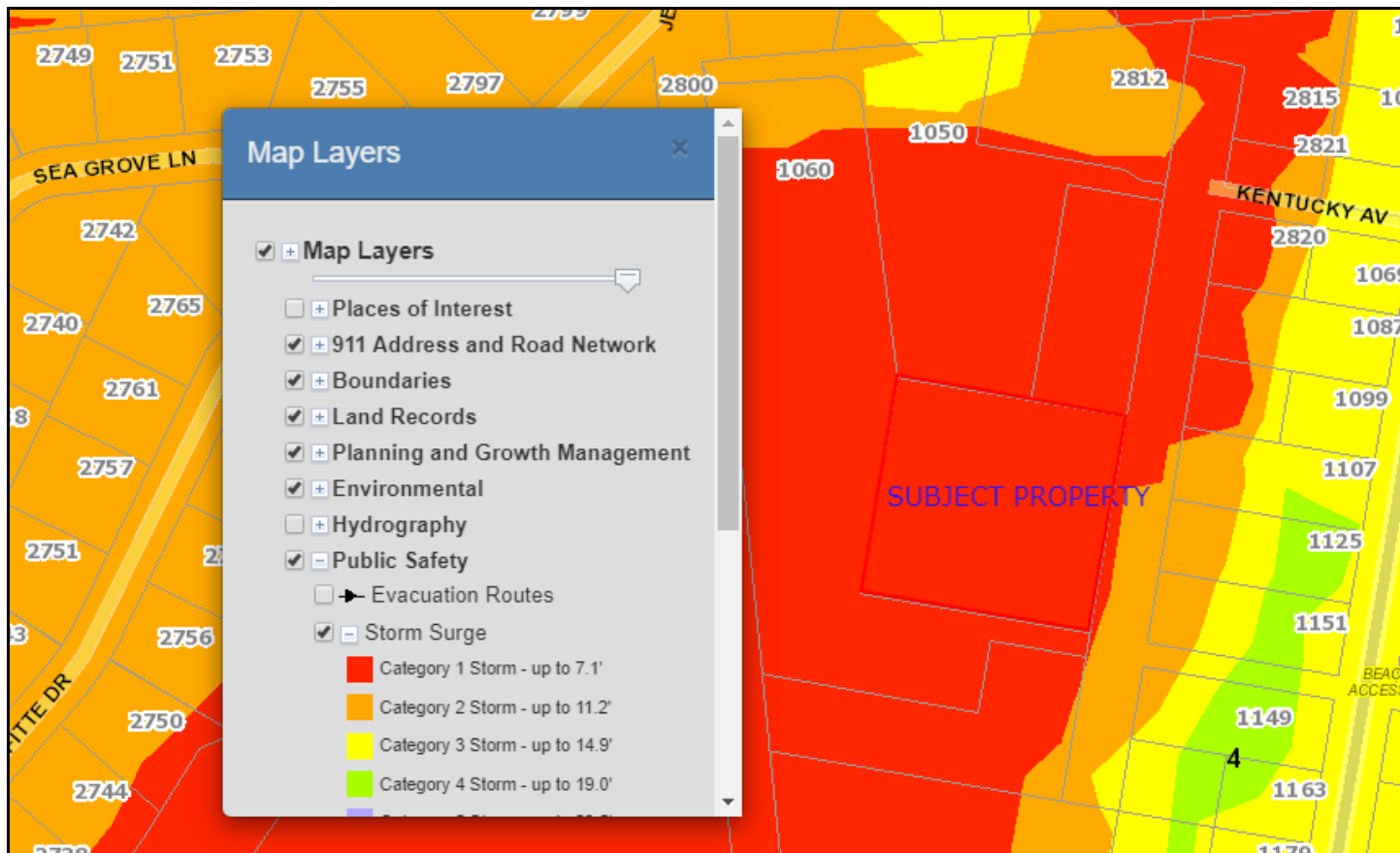
WETLANDS





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PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
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December 11, 2019

STORM SURGE ZONE (COASTAL HIGH HAZARD AREA DEFINED AS CATEGORY 1 ZONE)





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APPLICATION FOR FUTURE LAND USE MAP + ZONING AMENDMENTS
NON-CITY OWNED PARCELS

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

APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:	12-3N-29-0000-0001-0000 TIITF/REC & PARKS				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change (In accordance with action directed under Ord. 2019-05)				
LOCATION AND DESCRIPTION OF SITE:	FORT CLINCH DRIVE Vacant/ Undisturbed				
CURRENT LAND USE + ZONING:	MEDIUM DENSITY RESIDENTIAL R-2				
PROPOSED LAND USE + ZONING:	Conservation + CON				
EXISTING USES ON SITE:	Vacant/ Undisturbed				
PROPERTY SIZE:	1.3				
ENVIRONMENTAL CHARACTERISTICS:	<u>Flood zone</u>	<u>Potential Wetlands</u>	<u>Avg. Topography</u>	<u>Soil Type</u>	<u>Coastal Upland Protection Zone</u>
	X	NONE	12'-36'	Soil ID 30 kureb-resota fine sands, rolling & Soil ID 12 newhan-corolla, rarely flooded, fine sands, rolling	NO
ADJACENT PROPERTIES:	<u>Direction</u>	<u>Existing Use(s)</u>	<u>Year Built</u>	<u>Zoning</u>	<u>FLUM</u>
	North	Vac Govern	n/a	REC	Recreation
	South	Single Fam	1968	R-2	Medium Density Residential
	East	Single Fam	1980-2010	R-2	Medium Density Residential
	West	Vac Govern	n/a	REC/CON	Recreation/Conservation



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APPLICABLE COMPREHENSIVE PLAN POLICIES:	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering); 1.07.15 (conservation land use category); Objective 5.08 (Wetlands Protection and Preservation) and all policy statements which follow; Objective 5.10 (Wildlife Planning) and specific policies 5.10.01, 5.10.02, 5.10.05 5.14.09 (development standards for environmentally sensitive and conservation lands); Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands); 6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) Reference: www.fbfl.us/Compplan
APPLICABLE LAND DEVELOPMENT CODE SECTIONS:	2.00.03 (Establishment of district boundary); 2.01.20 (CON zoning district); 3.02.06 (Land Uses within Areas of Special Flood Hazard); 3.03.00 (Wetland Protection); 4.05.00 (Landscaping, Buffers, and Tree Protection); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) Reference: www.fbfl.us/LDC
STAFF RECOMMENDATION:	Staff finds the requested amendments to be sufficiently compliant with the Comprehensive Plan, Land Development Code, and established City Commission Goal to increase conservation land use and zoning acreage. Staff recommends approval of the request.

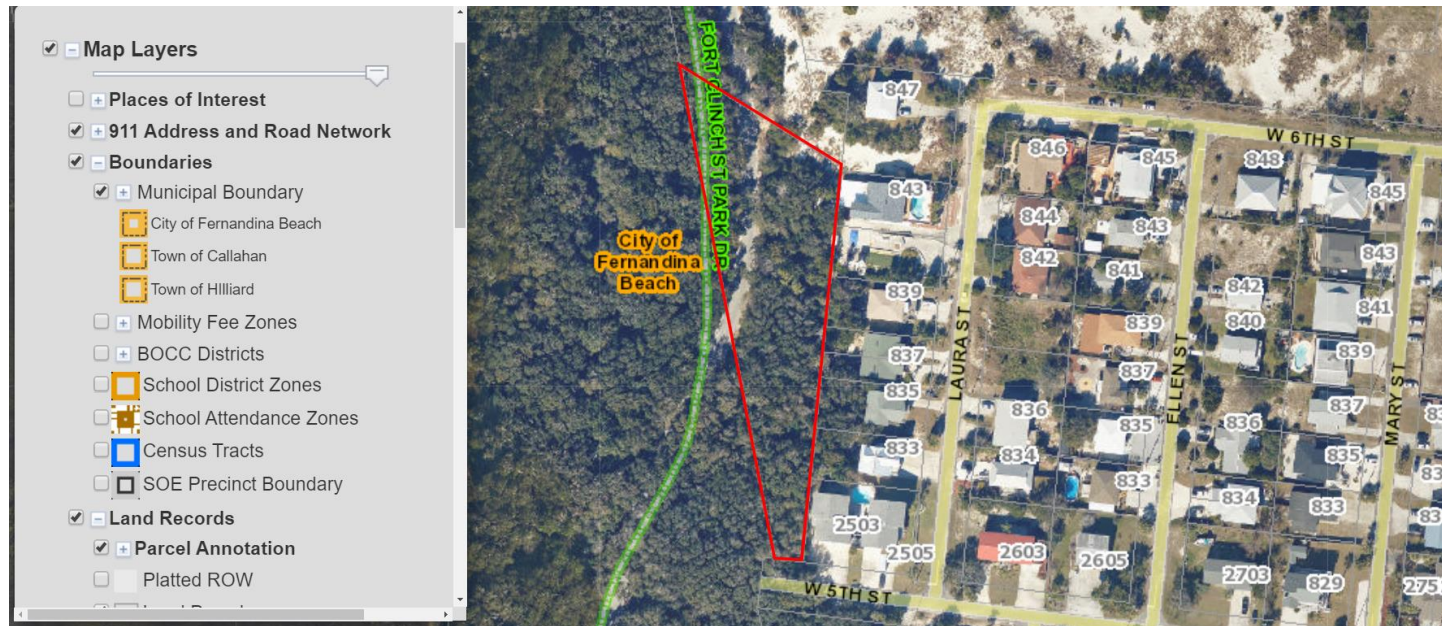
Submitted by:

Kelly N. Gibson, AICP
Director

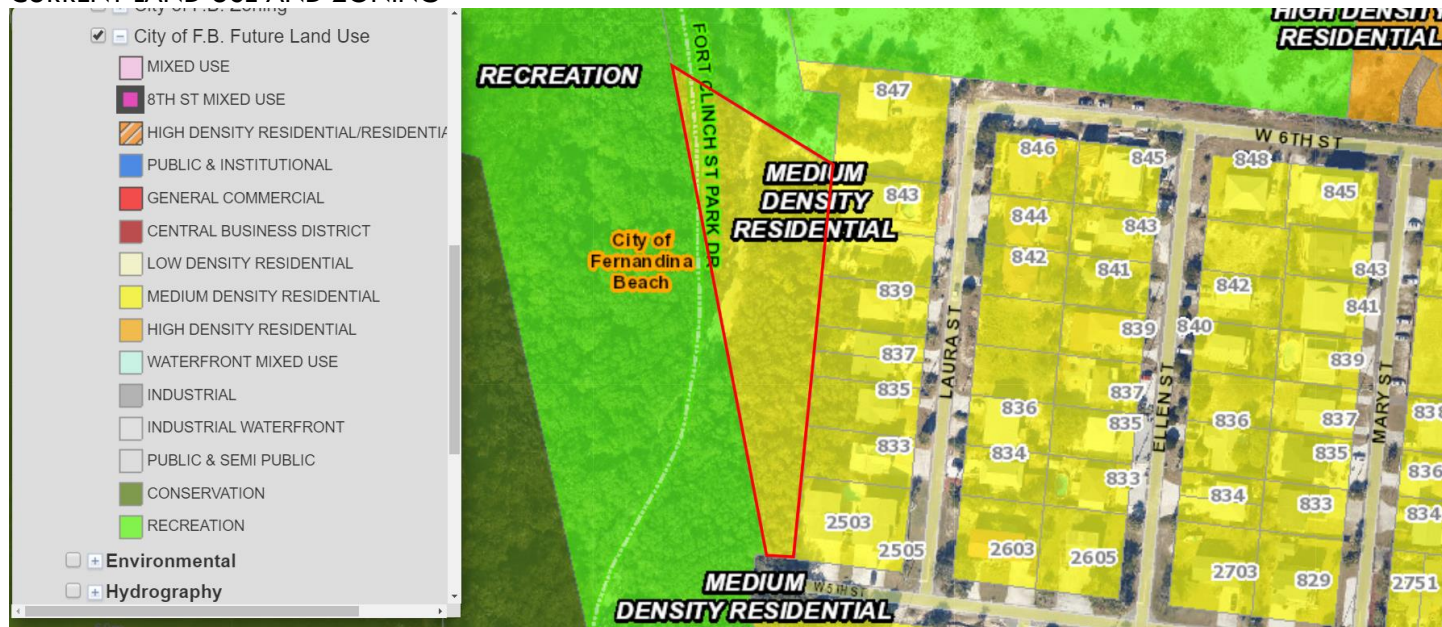


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PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

PROPERTY BOUNDARY



CURRENT LAND USE AND ZONING

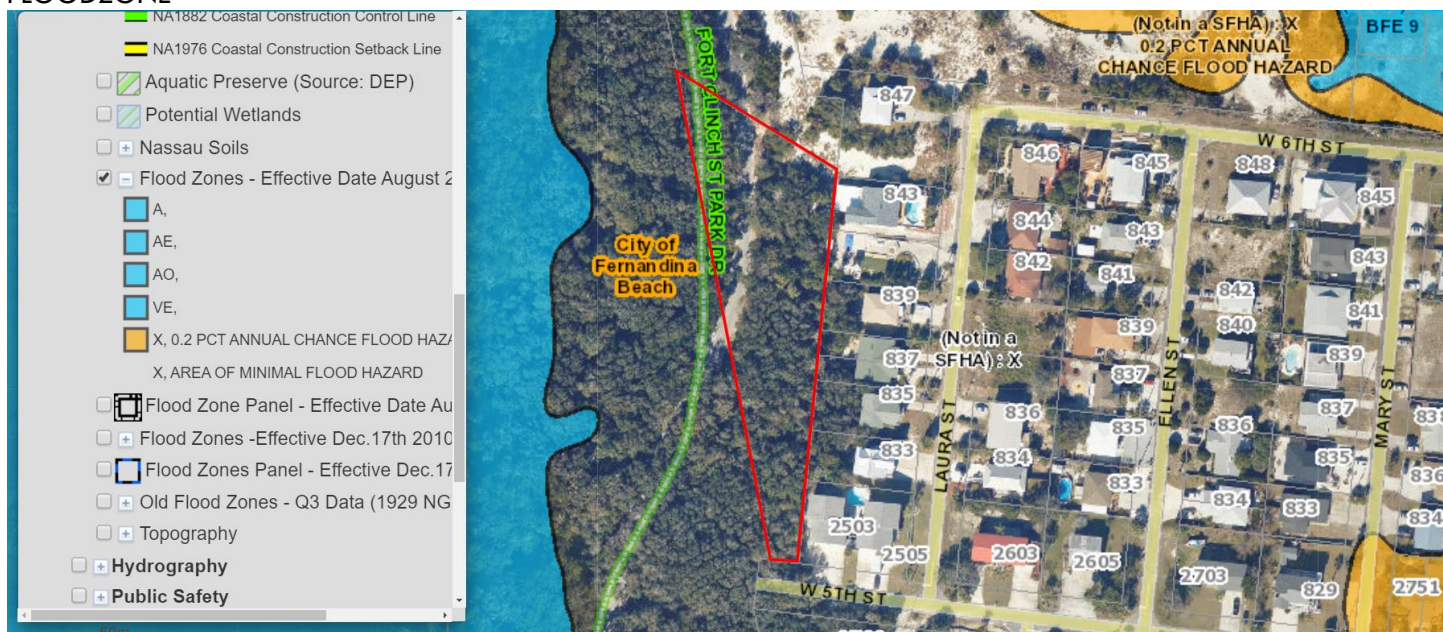




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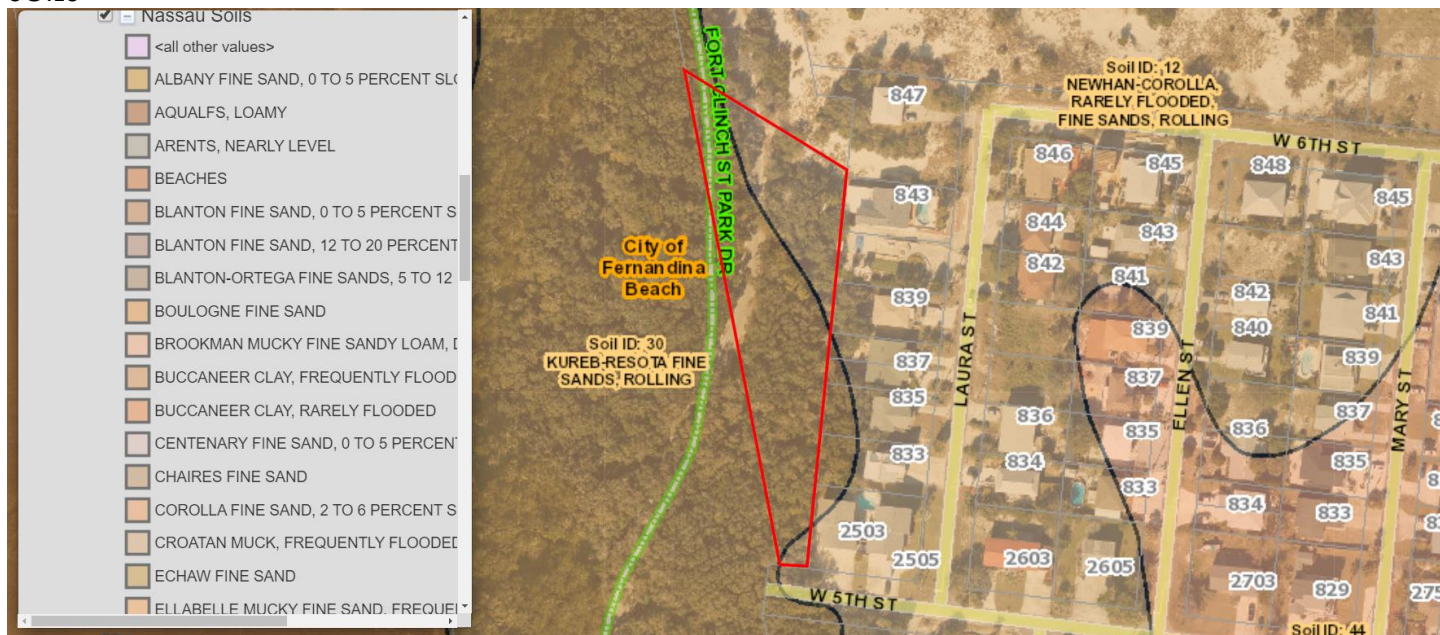
FLOODZONE



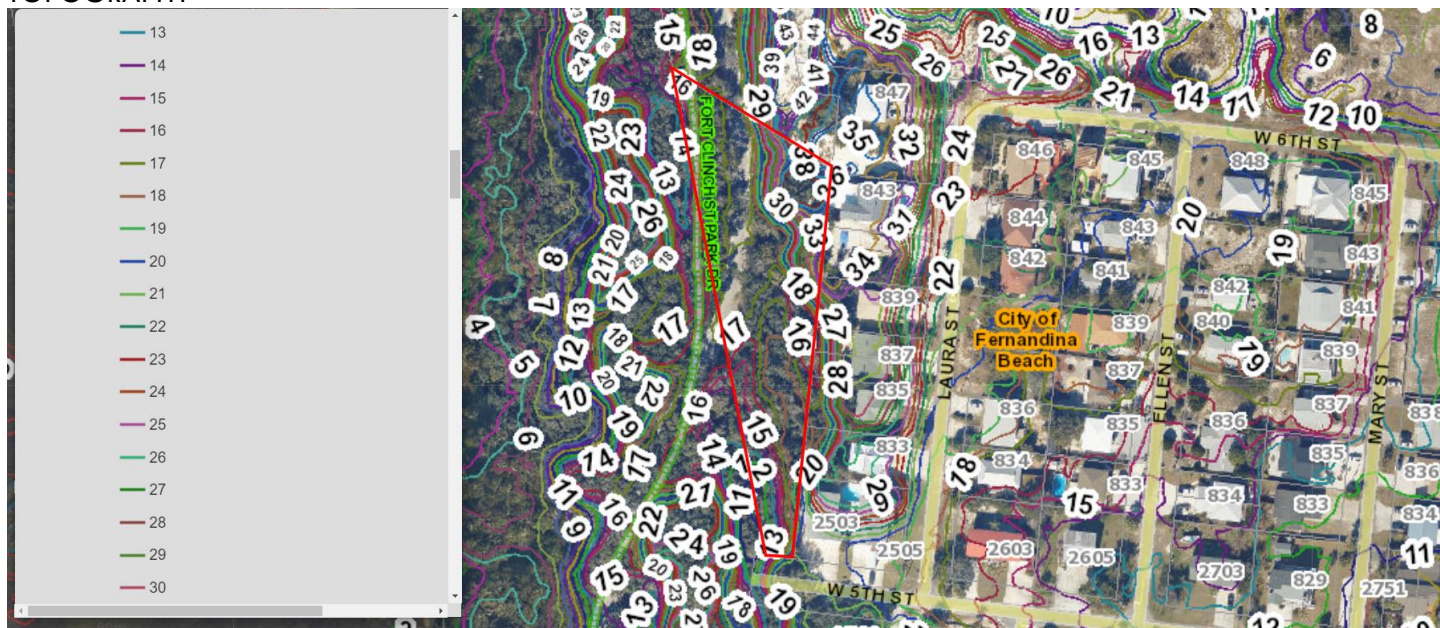


STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
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SOILS



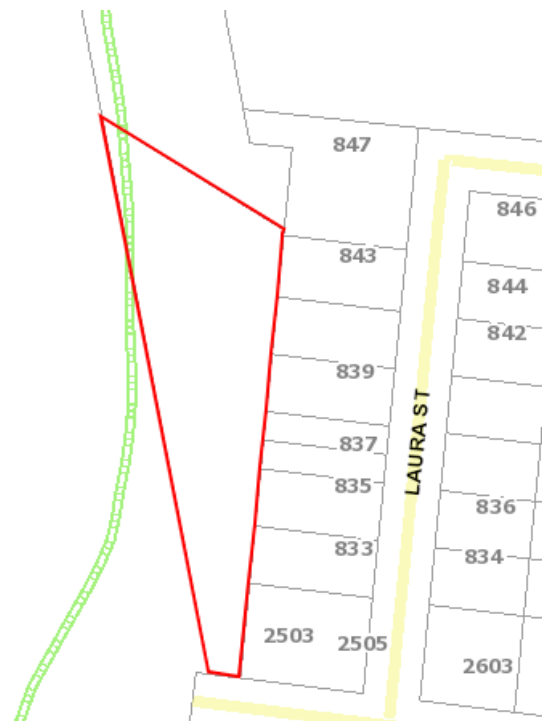
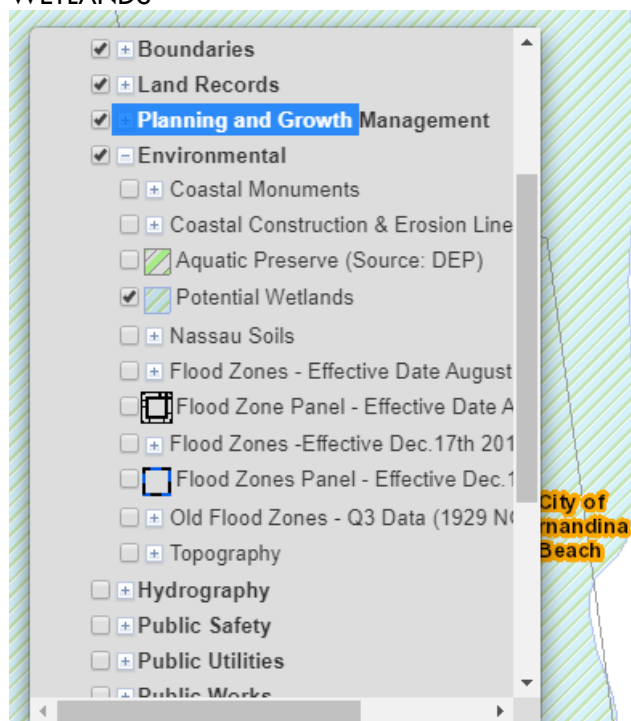
TOPOGRAPHY



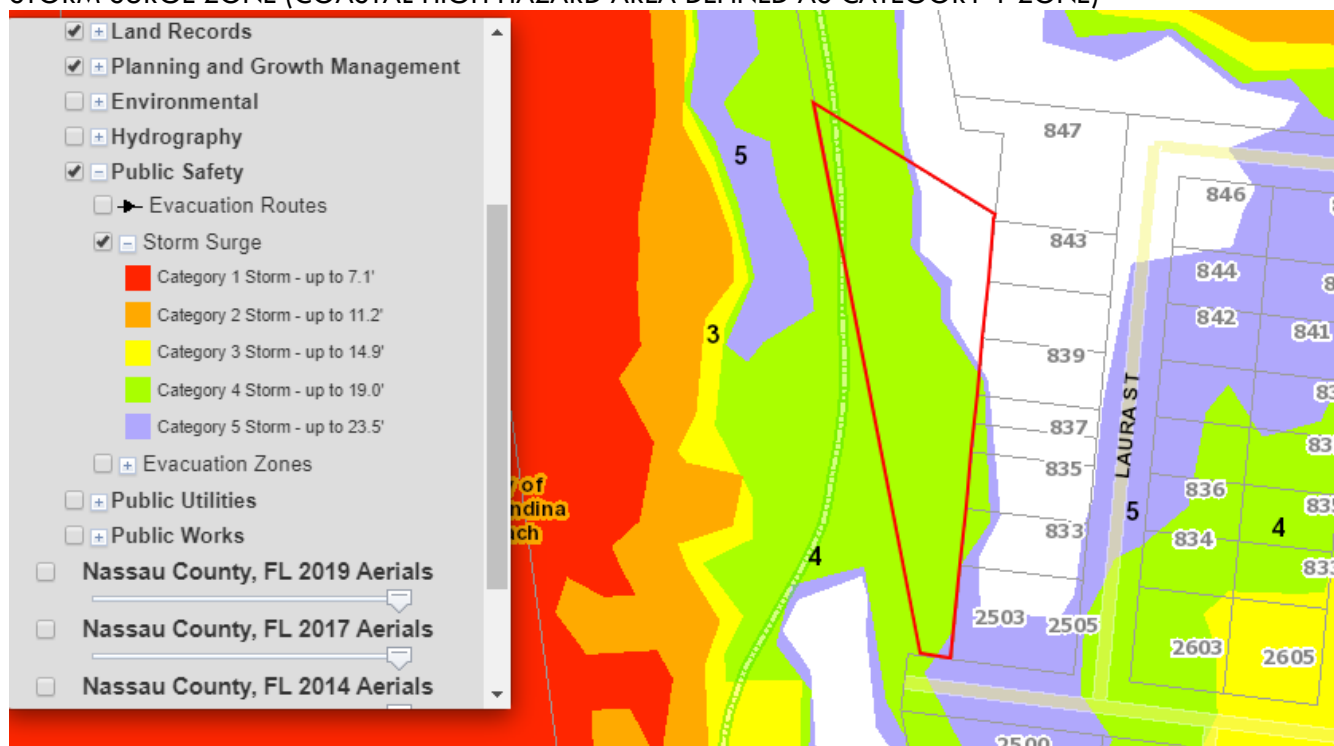


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WETLANDS



STORM SURGE ZONE (COASTAL HIGH HAZARD AREA DEFINED AS CATEGORY 1 ZONE)





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APPLICATION FOR FUTURE LAND USE MAP + ZONING AMENDMENTS
NON-CITY OWNED PARCELS

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

APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:	00-00-31-1800-0060-0010 OCEAN HIGHWAY & PORT AUTHORITY				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change (In accordance with action directed under Ord. 2019-05)				
LOCATION AND DESCRIPTION OF SITE:	N 3 rd Street / Vacant Gov				
CURRENT LAND USE + ZONING:	_____				
PROPOSED LAND USE + ZONING:	Conservation + CON				
EXISTING USES ON SITE:	Vacant/Undisturbed				
PROPERTY SIZE:	2.53				
ENVIRONMENTAL CHARACTERISTICS:	<u>Flood zone</u>	<u>Potential Wetlands</u>	<u>Avg. Topography</u>	<u>Soil Type</u>	<u>Coastal Upland Protection Zone</u>
	AE	YES	1' to 2'	Mucky Peat	NO
ADJACENT PROPERTIES:	<u>Direction</u>	<u>Existing Use(s)</u>	<u>Year Built</u>	<u>Zoning</u>	<u>FLUM</u>
	North	Heavy Manu	1975	I-2	Industrial
	South	Vacant Gov	n/a	R-2	Medium Density Residential
	East	n/a	n/a	I-2	Industrial
	West	Vacant Gov	n/a	I-W	Industrial Waterfront
APPLICABLE COMPREHENSIVE PLAN POLICIES:	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering); 1.07.15 (conservation land use category); Objective 5.08 (Wetlands Protection and Preservation) and all policy statements which follow; Objective 5.10 (Wildlife Planning) and specific policies 5.10.01, 5.10.02, 5.10.05 5.14.09 (development standards for environmentally sensitive and conservation lands); Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09;				



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	5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands); 6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) Reference: www.fbfl.us/Compplan
APPLICABLE LAND DEVELOPMENT CODE SECTIONS:	2.00.03 (Establishment of district boundary); 2.01.20 (CON zoning district); 3.02.06 (Land Uses within Areas of Special Flood Hazard); 3.03.00 (Wetland Protection); 4.05.00 (Landscaping, Buffers, and Tree Protection); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) Reference: www.fbfl.us/LDC
STAFF RECOMMENDATION:	Staff finds the requested amendments to be sufficiently compliant with the Comprehensive Plan, Land Development Code, and established City Commission Goal to increase conservation land use and zoning acreage. Staff recommends approval of the request.

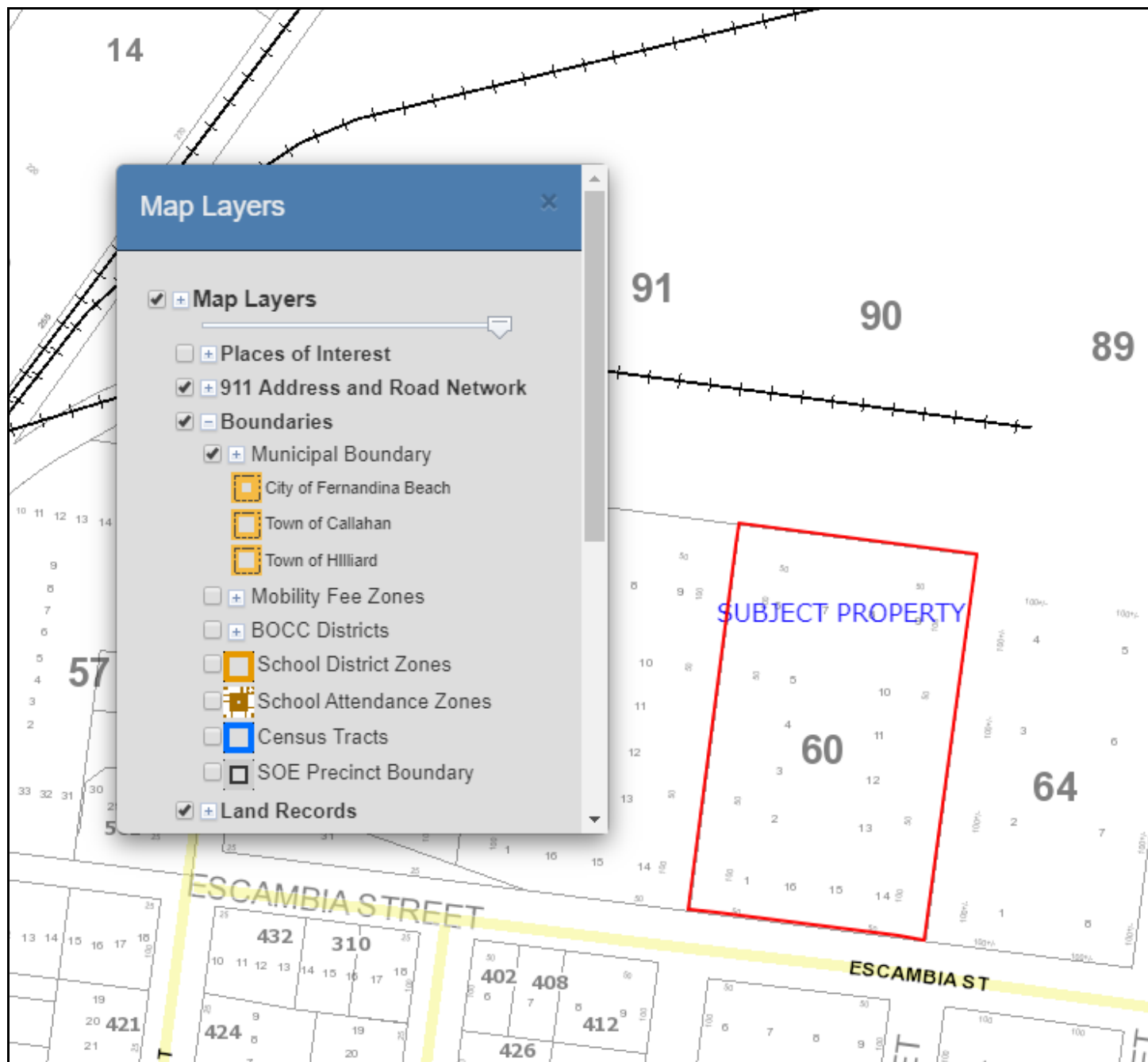
Submitted by:

Kelly N. Gibson, AICP
Director



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PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
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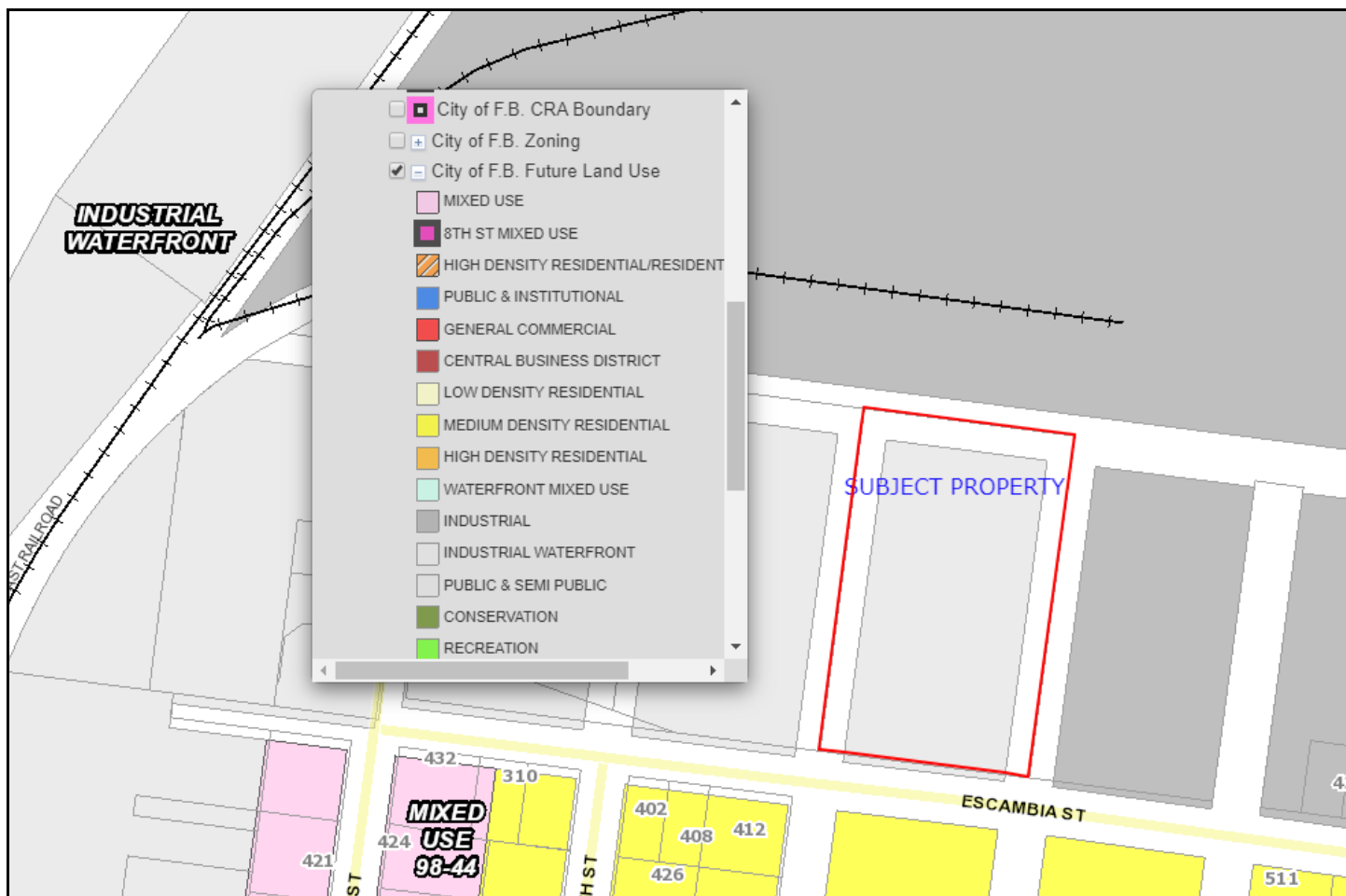
PROPERTY BOUNDARY





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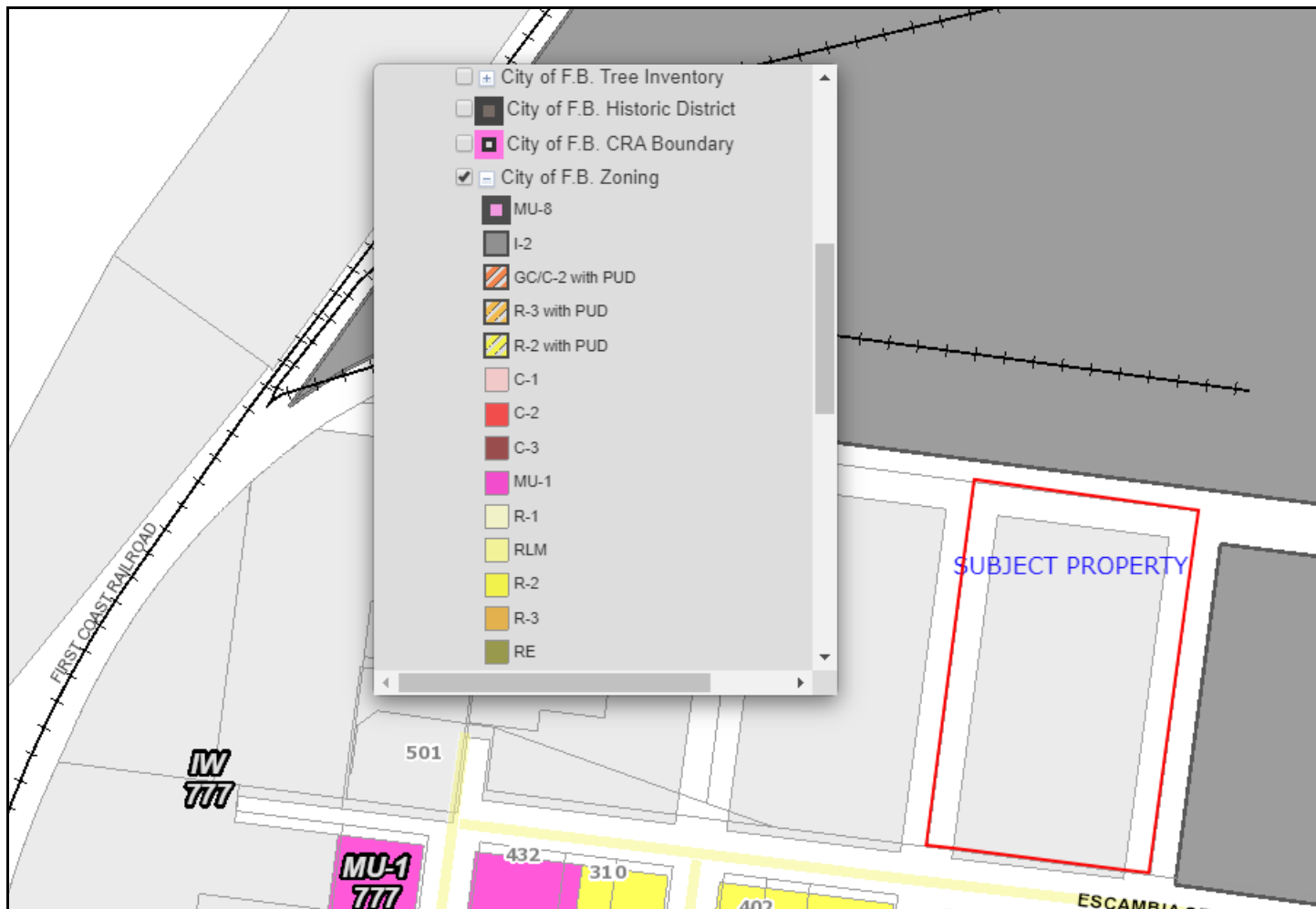
CURRENT LAND USE





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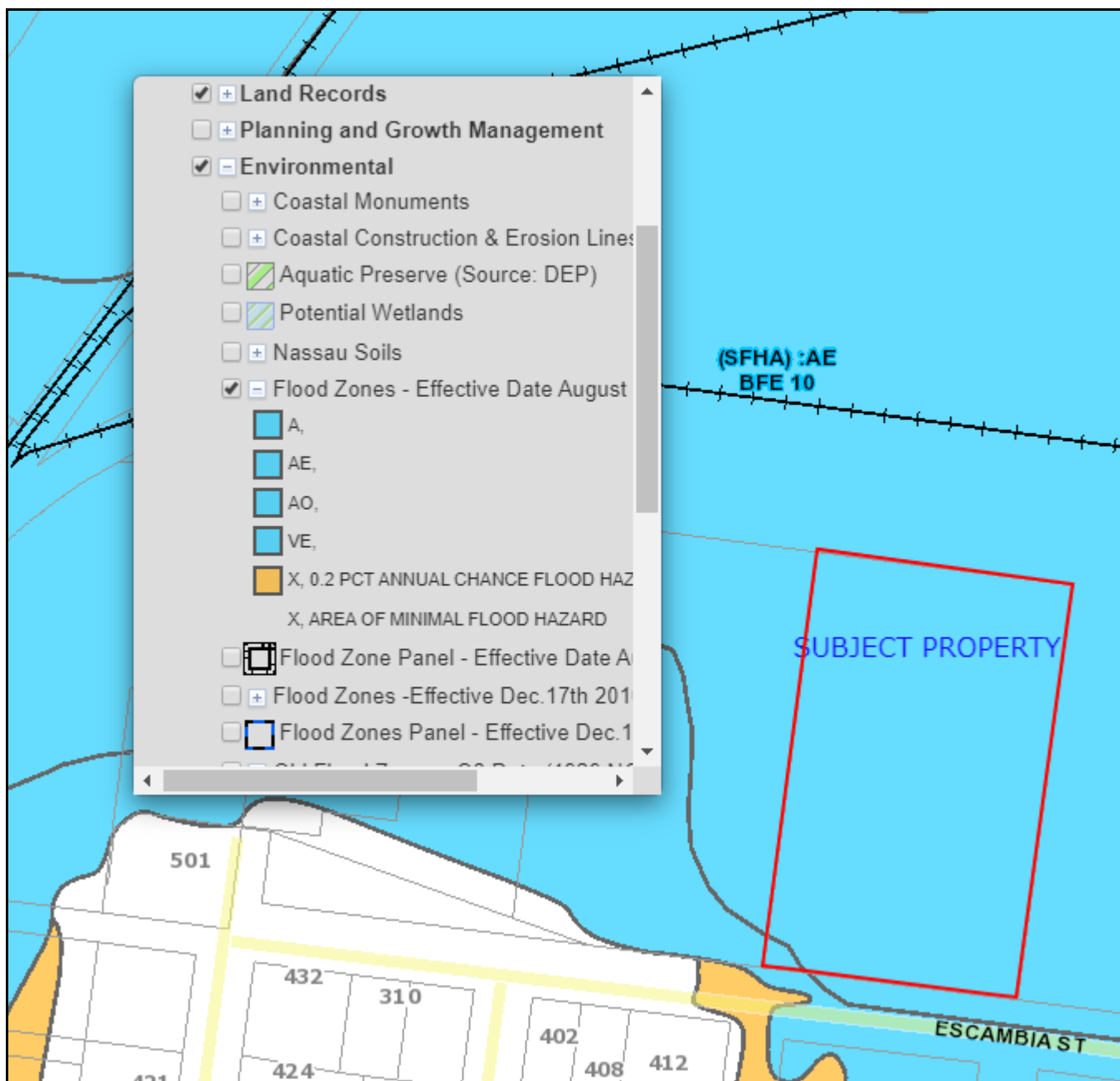
ZONING





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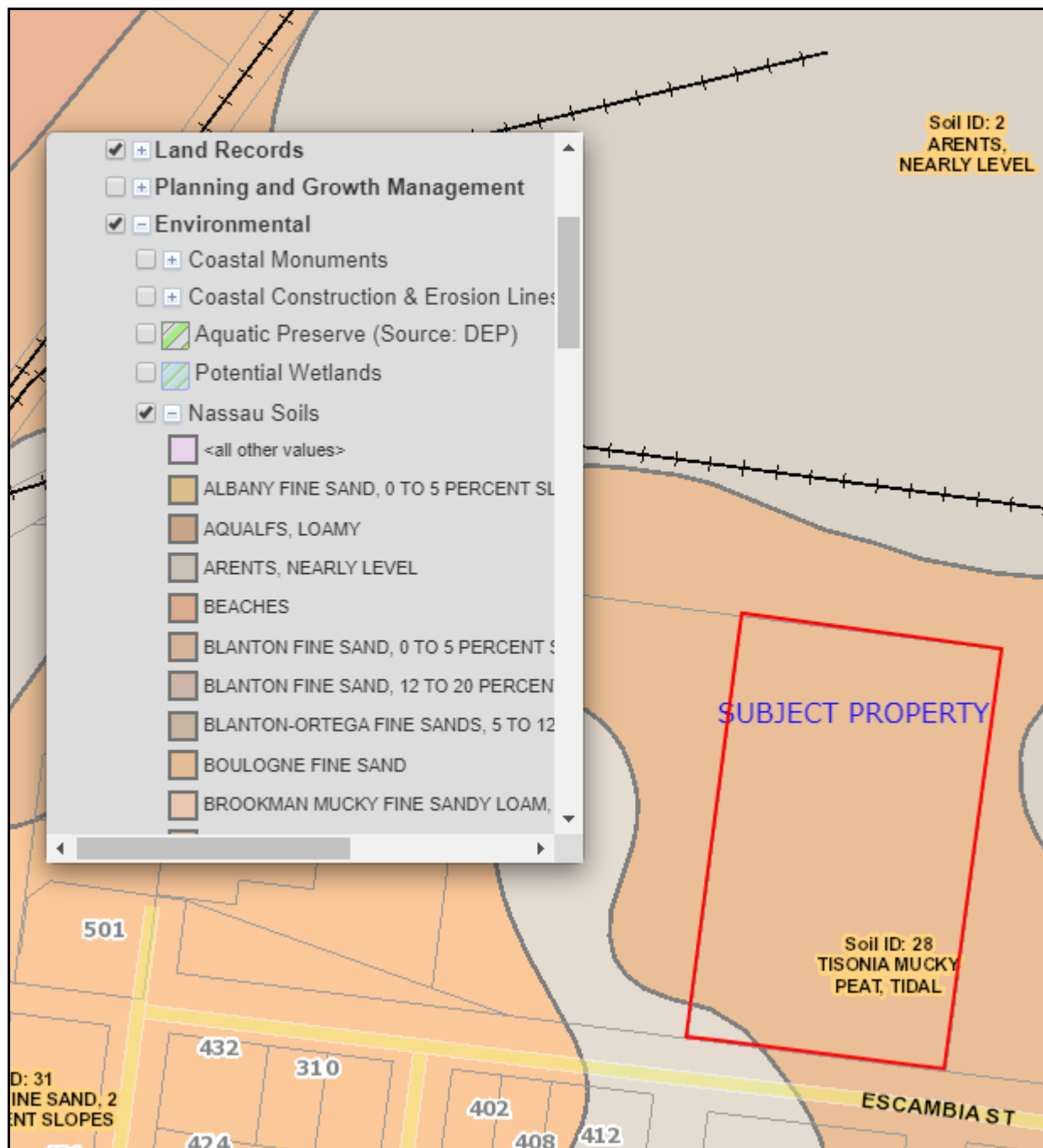
FLOODZONE





STAFF REPORT
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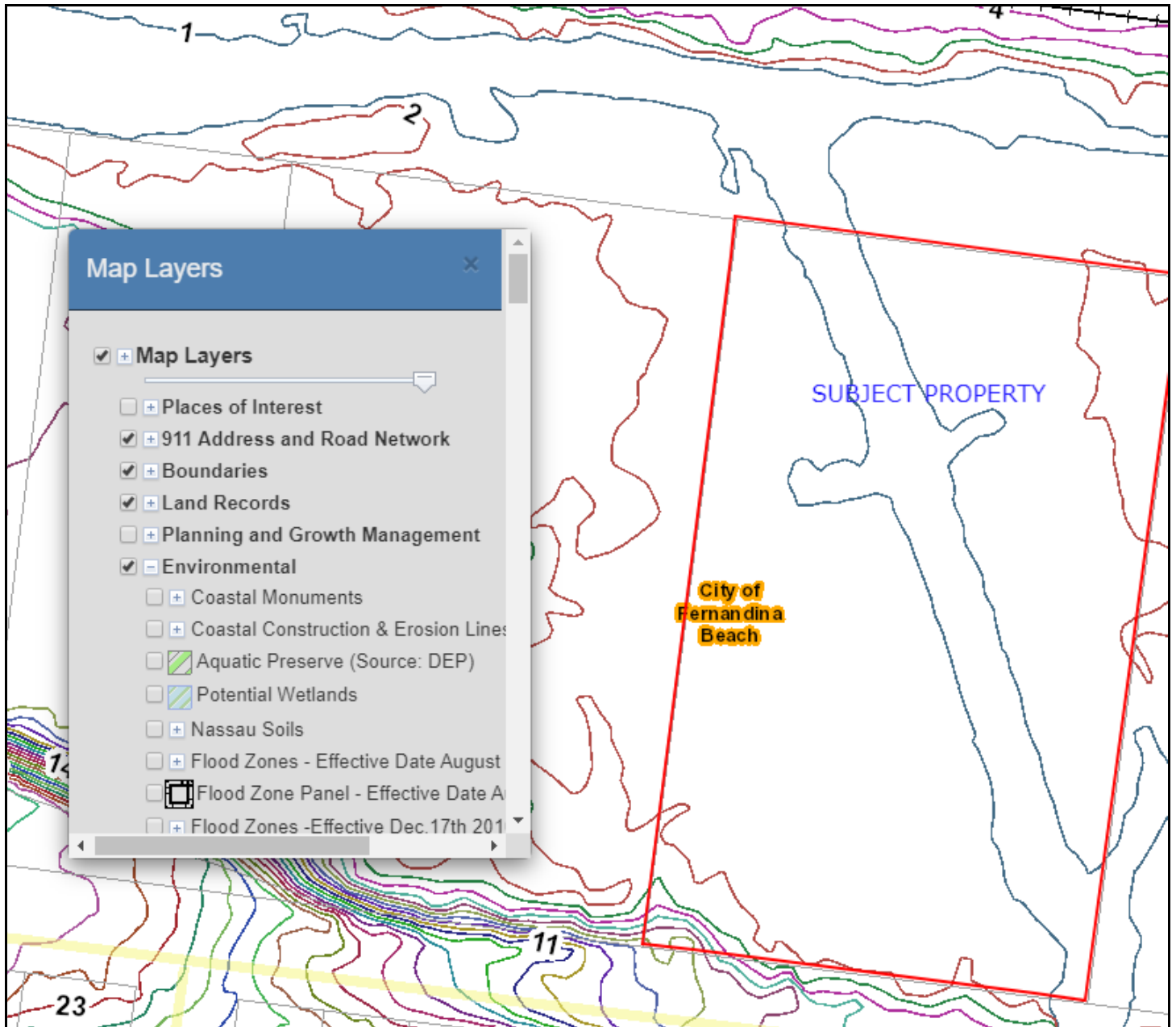
SOILS





STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
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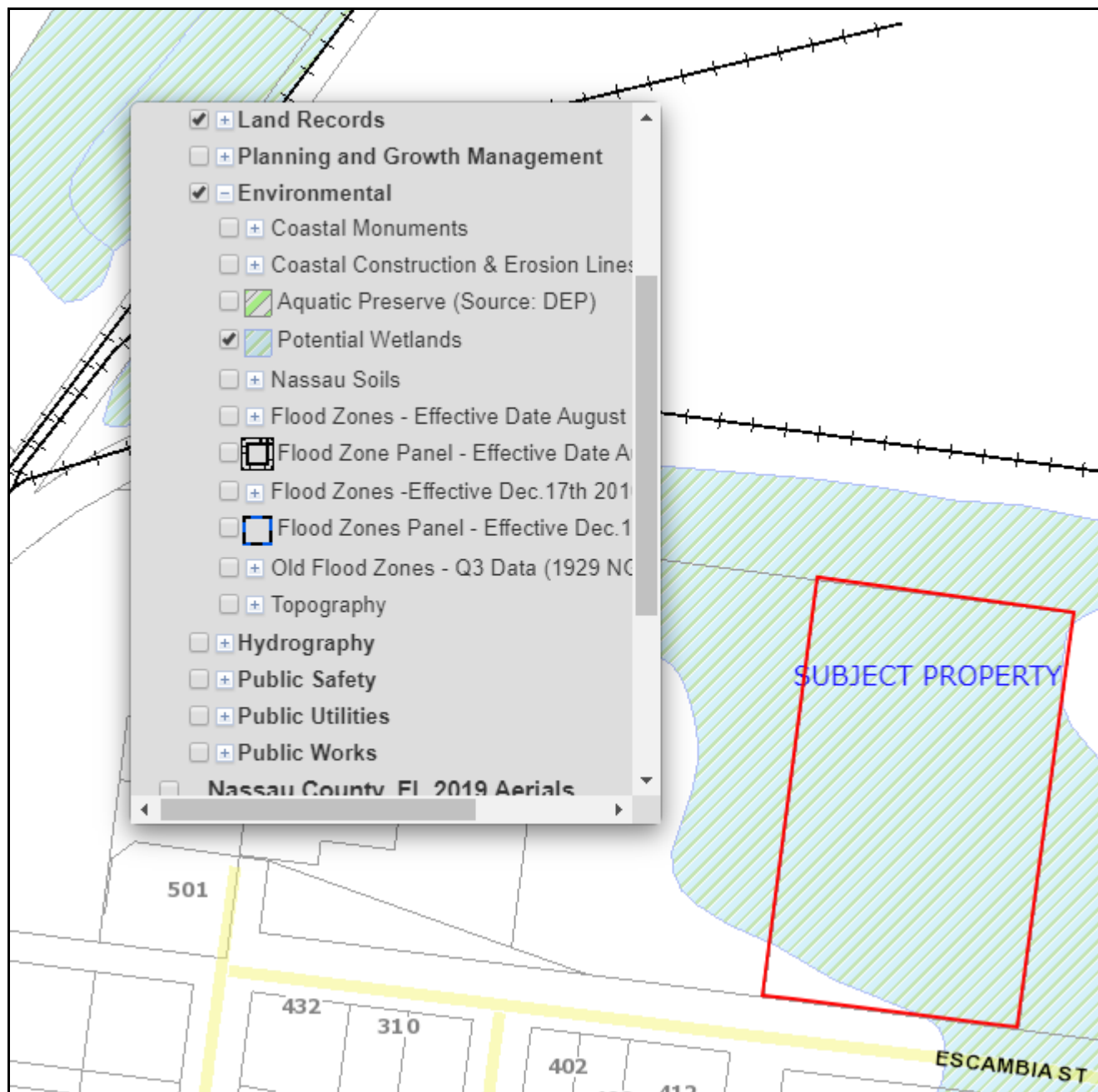
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WETLANDS







STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

APPLICATION FOR FUTURE LAND USE MAP + ZONING AMENDMENTS
NON-CITY OWNED PARCELS

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

APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:	00-00-31-1520-0008-0030 NASSAU COUNTY				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change (In accordance with action directed under Ord. 2019-05)				
LOCATION AND DESCRIPTION OF SITE:	S. Fletcher Ave / Vacant Gov / Coastline				
CURRENT LAND USE + ZONING:	Low Density Residential/ R-1				
PROPOSED LAND USE + ZONING:	Recreation + REC				
EXISTING USES ON SITE:	Vacant/ Undisturbed				
PROPERTY SIZE:	.14				
ENVIRONMENTAL CHARACTERISTICS:	<u>Flood zone</u>	<u>Potential Wetlands</u>	<u>Avg. Topography</u>	<u>Soil Type</u>	<u>Coastal Upland Protection Zone</u>
	VE	YES	10' to 15'	Fine Sand/Beach	YES
ADJACENT PROPERTIES:	<u>Direction</u>	<u>Existing Use(s)</u>	<u>Year Built</u>	<u>Zoning</u>	<u>FLUM</u>
	North	Vacant	n/a	R-1	Low Density Residential
	South	Vacant	n/a	R-1	Low Density Residential
	East		n/a	Beaches	Beaches
	West	Single Family	1948	R-1	Low Density Residential
APPLICABLE COMPREHENSIVE PLAN POLICIES:	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering); 1.07.14 (recreation land use category); Objective 5.06 (Coastal Protection); Objective 5.08 (Wetlands Protection and Preservation) and all policy statements which follow; Objective 5.10 (Wildlife Planning) and specific policies 5.10.01, 5.10.02, 5.10.05 5.14.09 (development standards for environmentally sensitive and conservation lands);				



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	Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands); 6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) Reference: www.fbfl.us/Compplan
APPLICABLE LAND DEVELOPMENT CODE SECTIONS:	2.00.03 (Establishment of district boundary); 2.01.19 (REC zoning district); 3.02.06 (Land Uses within Areas of Special Flood Hazard); 3.03.00 (Wetland Protection); 4.05.00 (Landscaping, Buffers, and Tree Protection); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) Reference: www.fbfl.us/LDC
STAFF RECOMMENDATION:	Staff finds the requested amendments to be sufficiently compliant with the Comprehensive Plan, Land Development Code, and established City Commission Goal to increase conservation land use and zoning acreage. Staff recommends approval of the request.

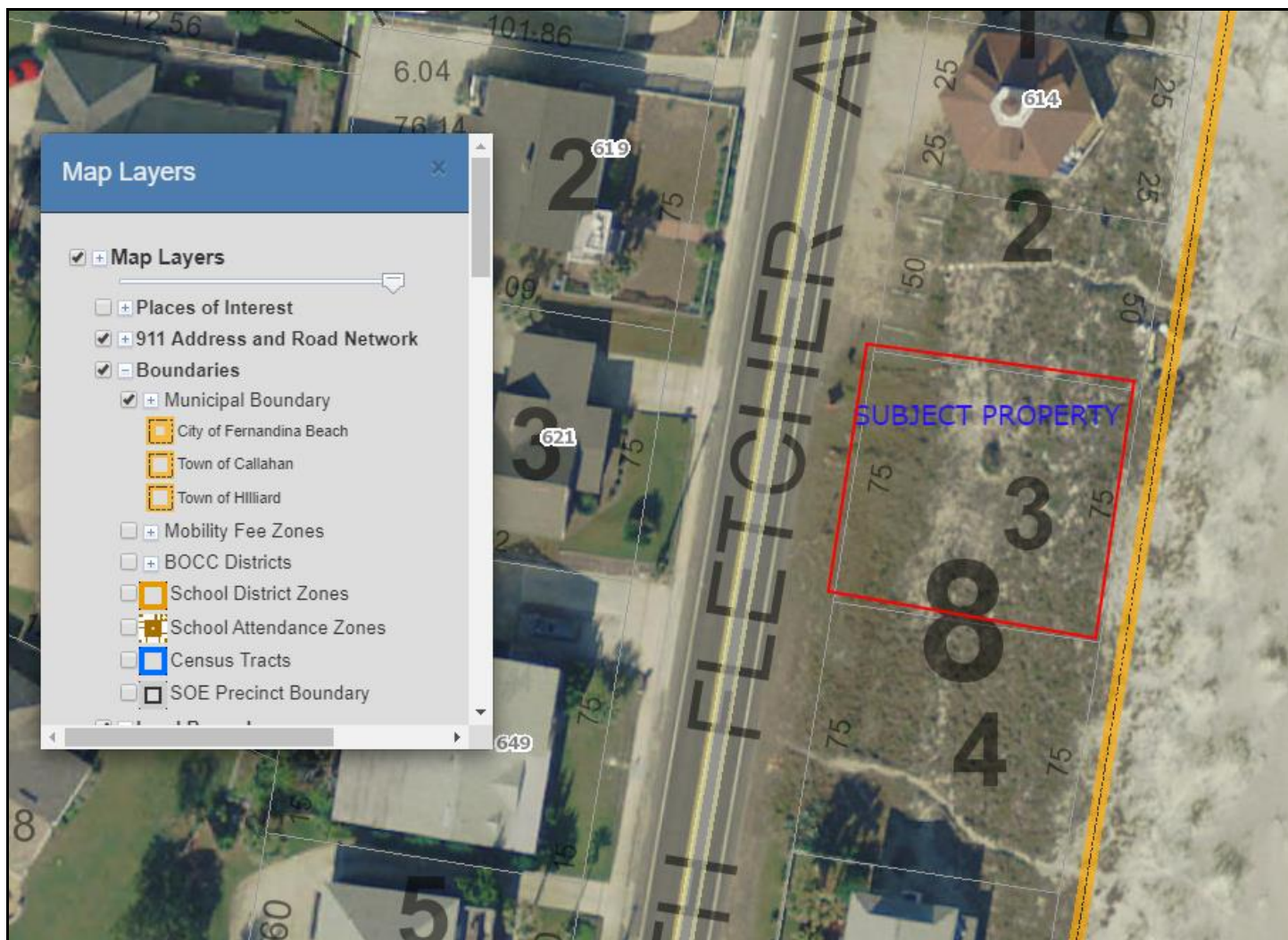
Submitted by:

Kelly N. Gibson, AICP
Director



STAFF REPORT
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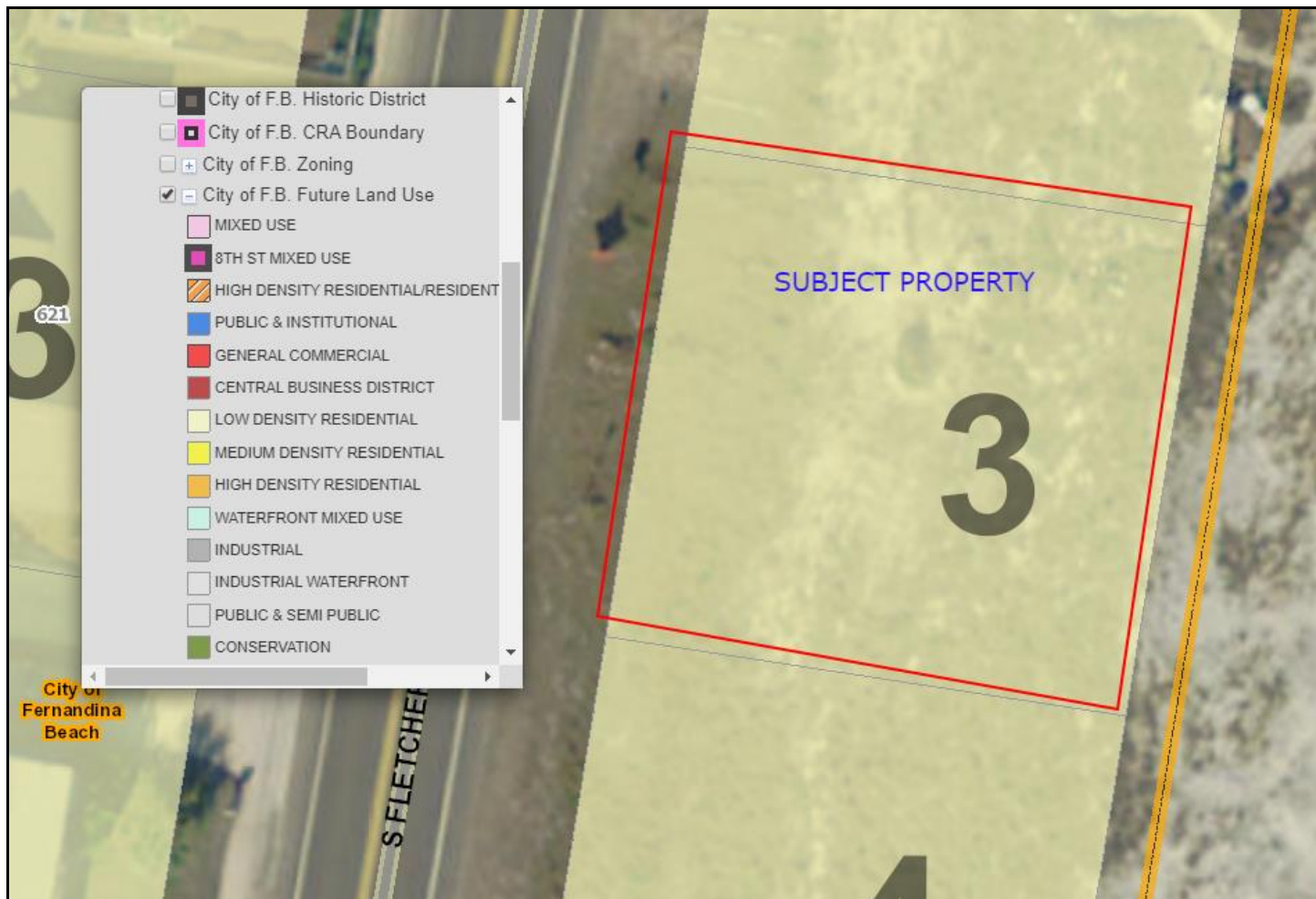
PROPERTY BOUNDARY





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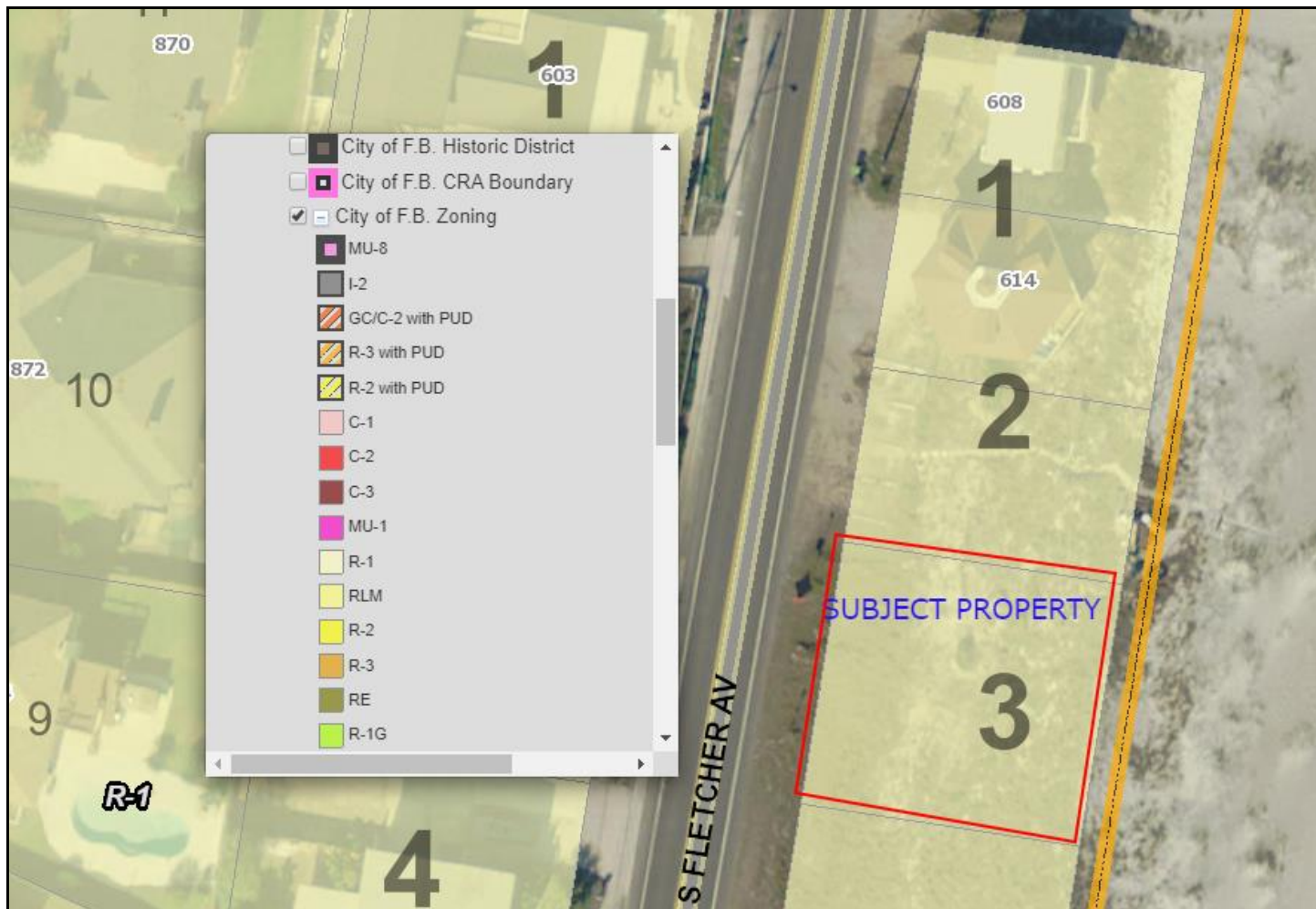
CURRENT LAND USE





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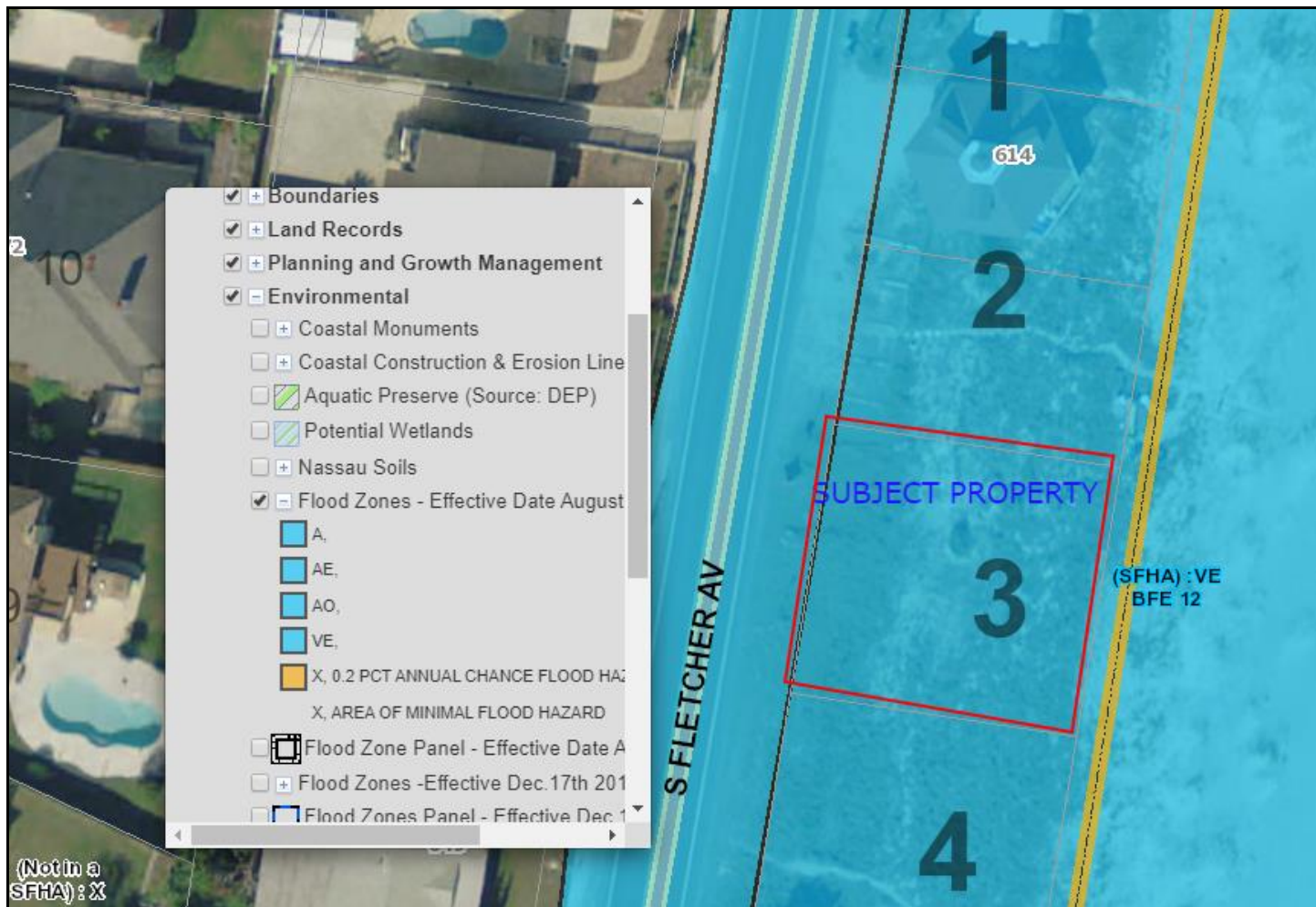
ZONING





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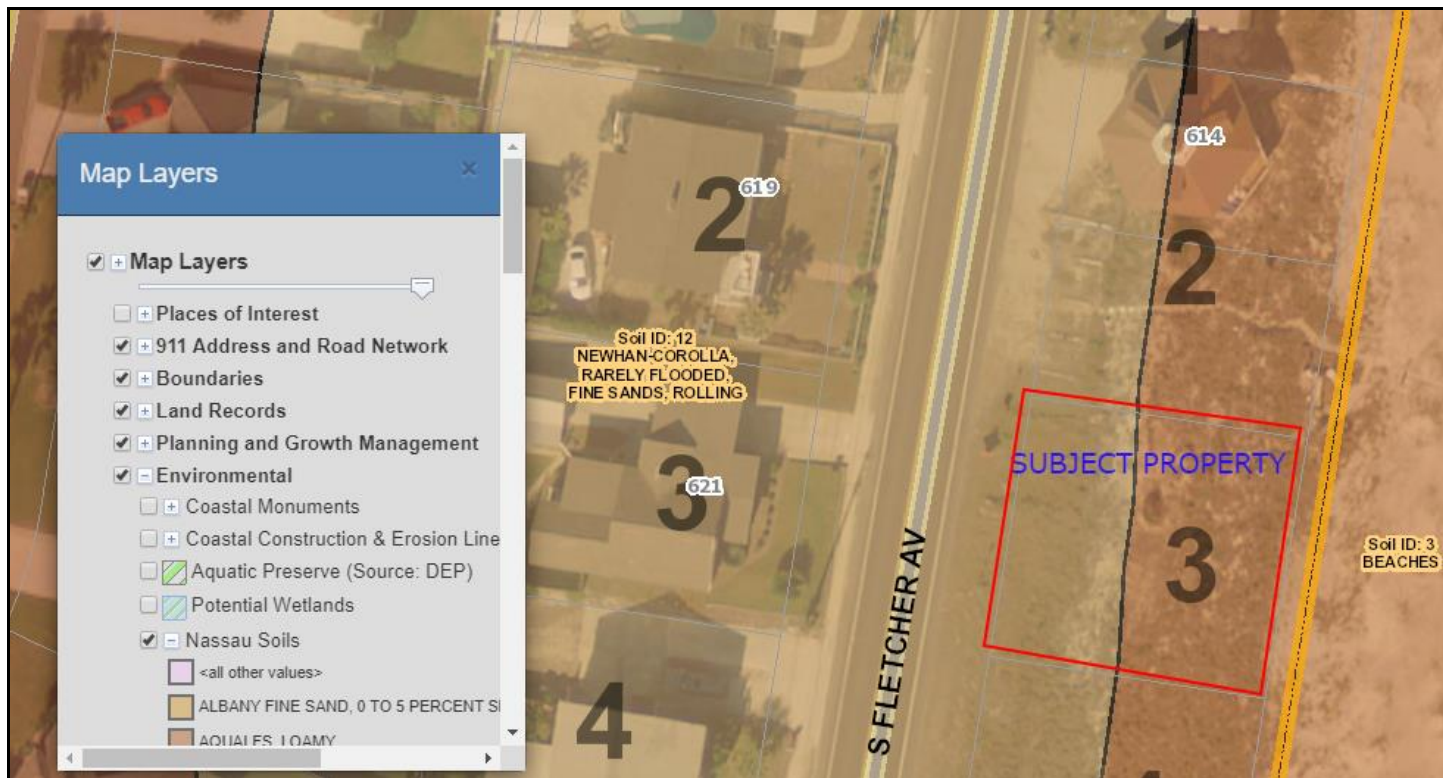
FLOODZONE





STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

SOILS





STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
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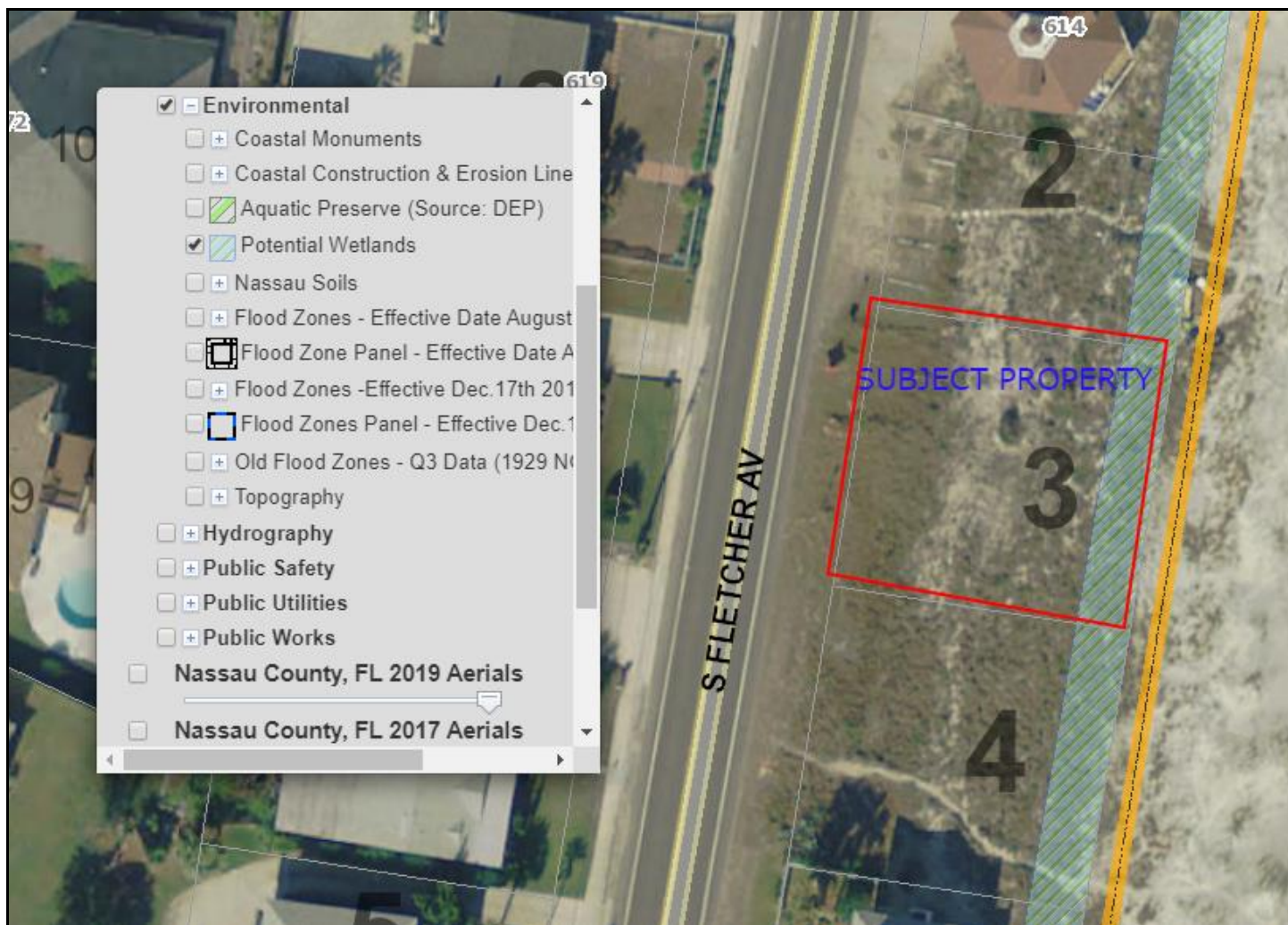
TOPOGRAPHY





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WETLANDS





STAFF REPORT
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STORM SURGE ZONE (COASTAL HIGH HAZARD AREA DEFINED AS CATEGORY 1 ZONE)





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Planning Advisory Board Hearing
December 11, 2019

APPLICATION FOR FUTURE LAND USE MAP + ZONING AMENDMENTS
NON-CITY OWNED PARCELS

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

APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:	00-00-31-1800-0067-0050 NASSAU COUNTY				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change (In accordance with action directed under Ord. 2019-05)				
LOCATION AND DESCRIPTION OF SITE:	DADE STREET Vacant/ Undisturbed				
CURRENT LAND USE + ZONING:	Medium Density Residential R-2				
PROPOSED LAND USE + ZONING:	Conservation + CON				
EXISTING USES ON SITE:	Vacant/ Undisturbed				
PROPERTY SIZE:	.22				
ENVIRONMENTAL CHARACTERISTICS:	<u>Flood zone</u>	<u>Potential Wetlands</u>	<u>Avg. Topography</u>	<u>Soil Type</u>	<u>Coastal Upland Protection Zone</u>
	X & AE9	NO	8'-14'	Soil ID: 31Kershaw Fine Sand. 2 to 8 Percent Slopes; Soil ID: 28 Tisonia Mucky Peat, Tidal	NO
ADJACENT PROPERTIES:	<u>Direction</u>	<u>Existing Use(s)</u>	<u>Year Built</u>	<u>Zoning</u>	<u>FLUM</u>
	North	Utilities	N/A	R-2	Medium Density Residential
	South	Single Fam	1952	R-2	Medium Density Residential
	East	Vacant	N/A	R-2	Medium Density Residential
	West	Vac Govern	N/A	R-2	Medium Density Residential



STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

APPLICABLE COMPREHENSIVE PLAN POLICIES:	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering); 1.07.15 (conservation land use category); Objective 5.08 (Wetlands Protection and Preservation) and all policy statements which follow; Objective 5.10 (Wildlife Planning) and specific policies 5.10.01, 5.10.02, 5.10.05 5.14.09 (development standards for environmentally sensitive and conservation lands); Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands); 6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) Reference: www.fbfl.us/Compplan
APPLICABLE LAND DEVELOPMENT CODE SECTIONS:	2.00.03 (Establishment of district boundary); 2.01.20 (CON zoning district); 3.02.06 (Land Uses within Areas of Special Flood Hazard); 3.03.00 (Wetland Protection); 4.05.00 (Landscaping, Buffers, and Tree Protection); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) Reference: www.fbfl.us/LDC
STAFF RECOMMENDATION:	Staff notes that Nassau County Board of County Commissioners issued a recommendation to retain the existing Medium Density Residential/ R-2 zoning on the property for purposes meeting affordable housing needs. (Reference email from Ms. Burke, dated 12/5/2019). Staff finds the requested amendments to be sufficiently compliant with the Comprehensive Plan, Land Development Code, and established City Commission Goal to increase conservation land use and zoning acreage. Staff recommends approval of the request.

Submitted by:

Kelly N. Gibson, AICP
Director

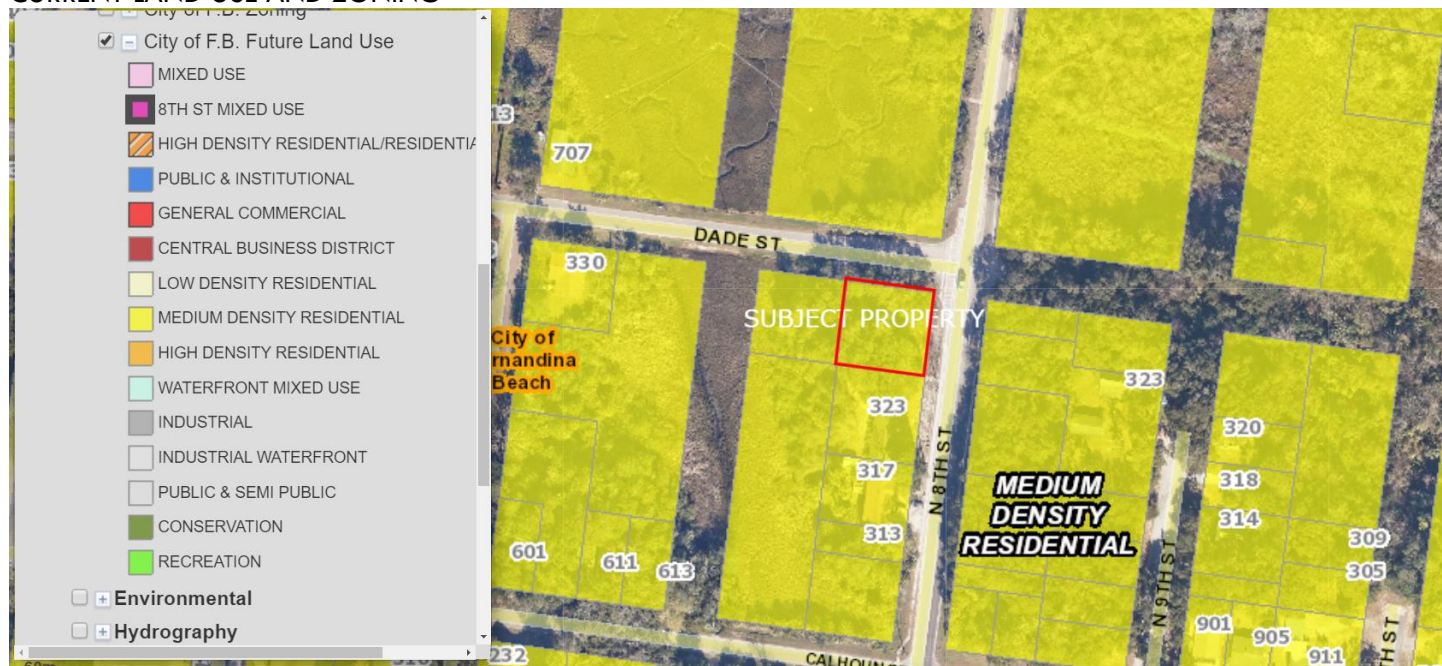


STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
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December 11, 2019

PROPERTY BOUNDARY



CURRENT LAND USE AND ZONING

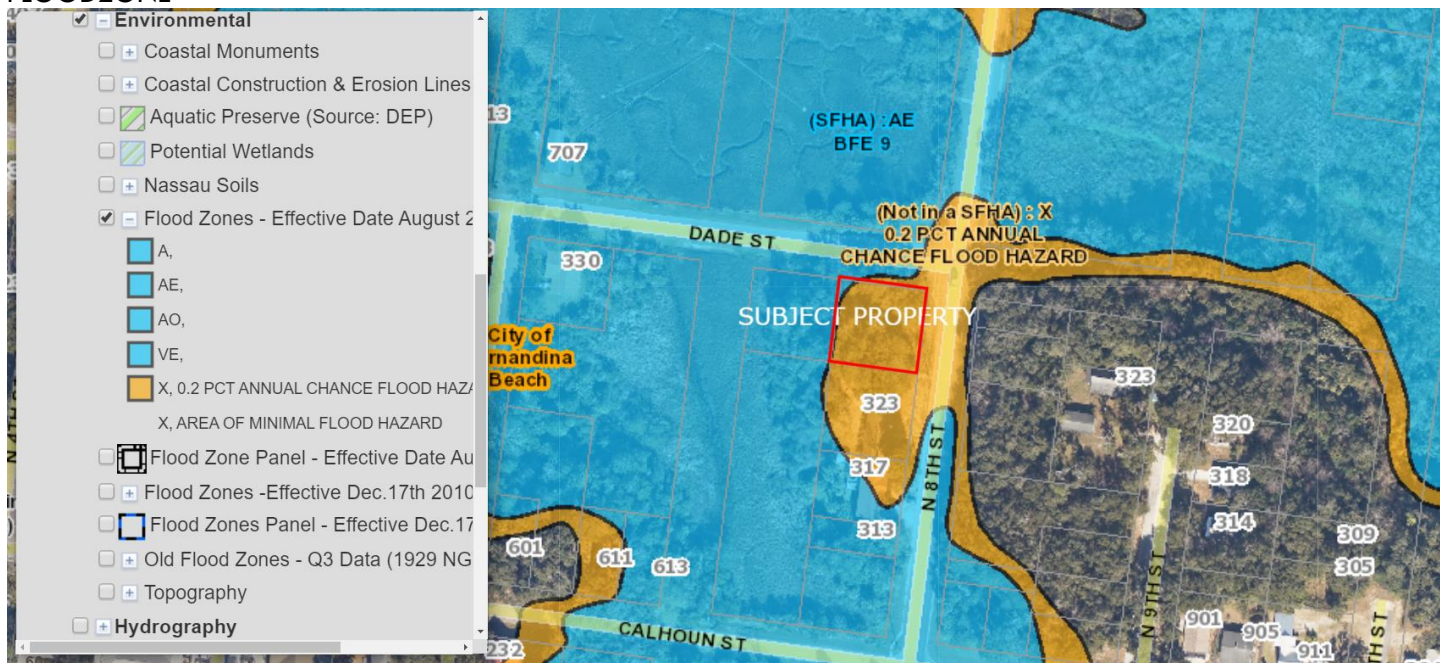




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December 11, 2019



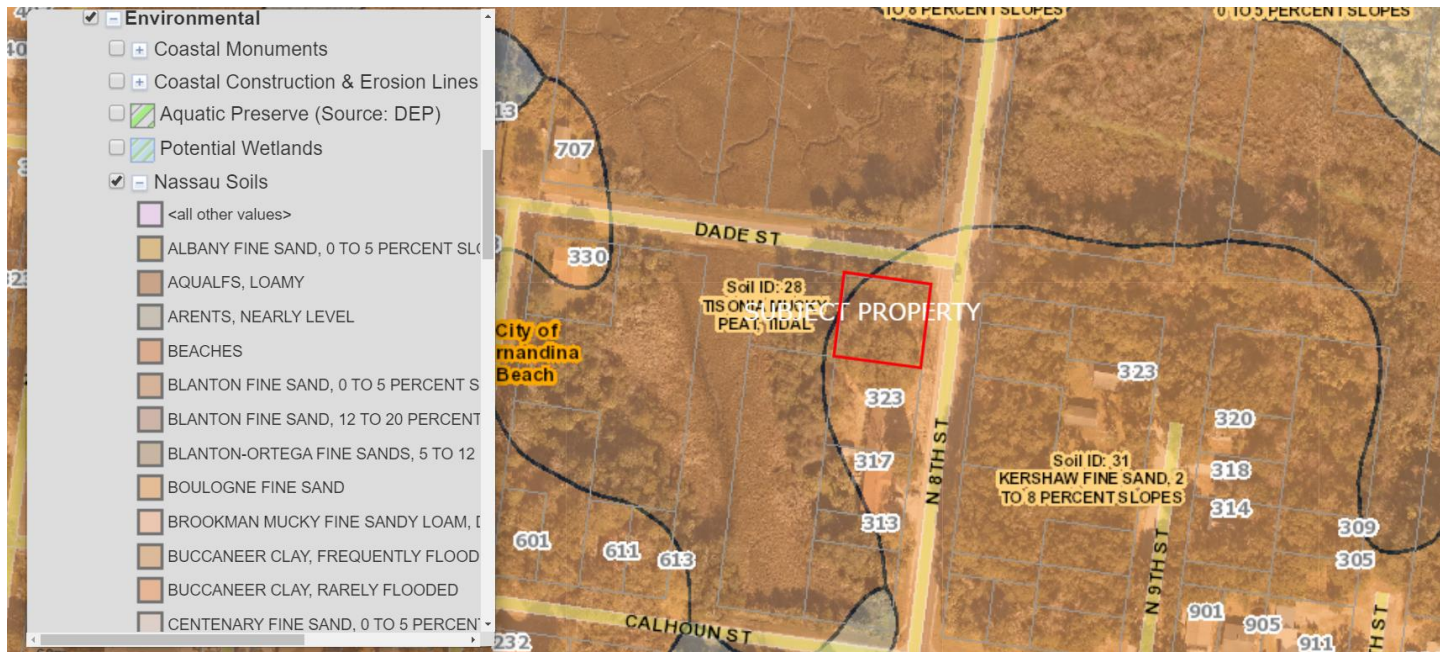
FLOODZONE



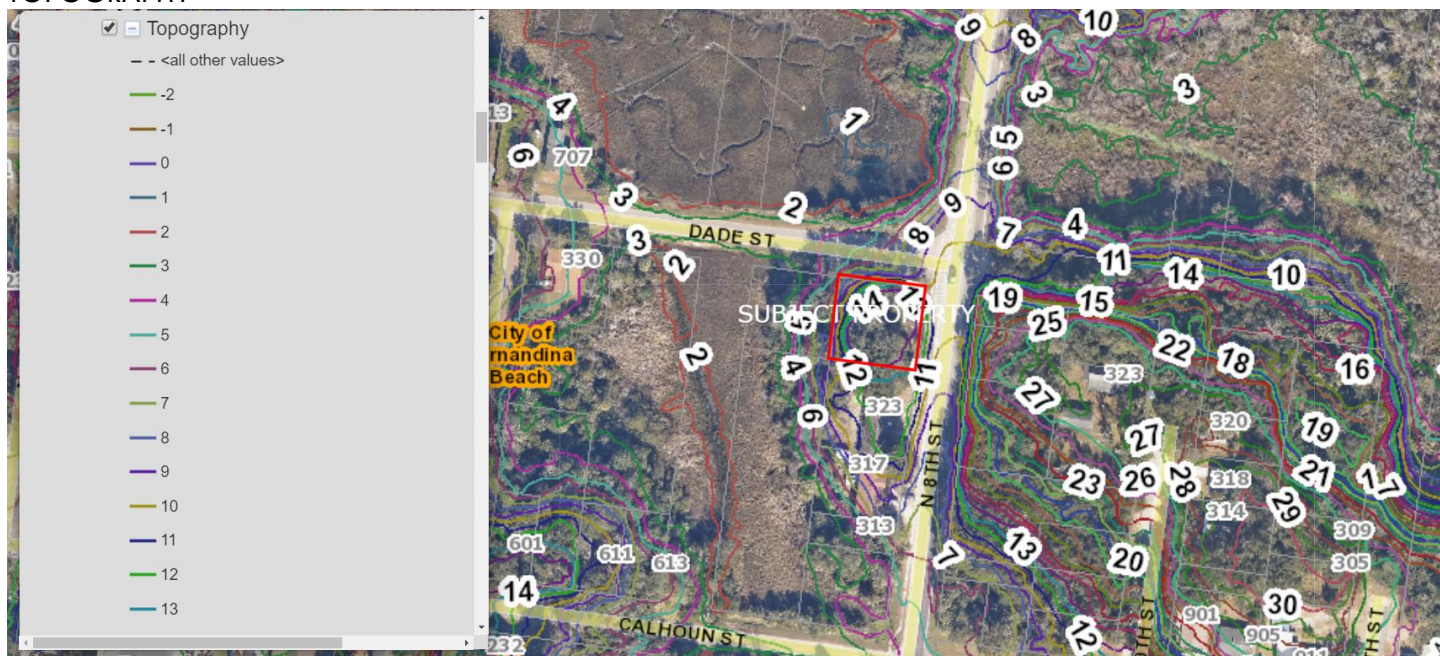
SOILS



STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
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December 11, 2019



TOPOGRAPHY



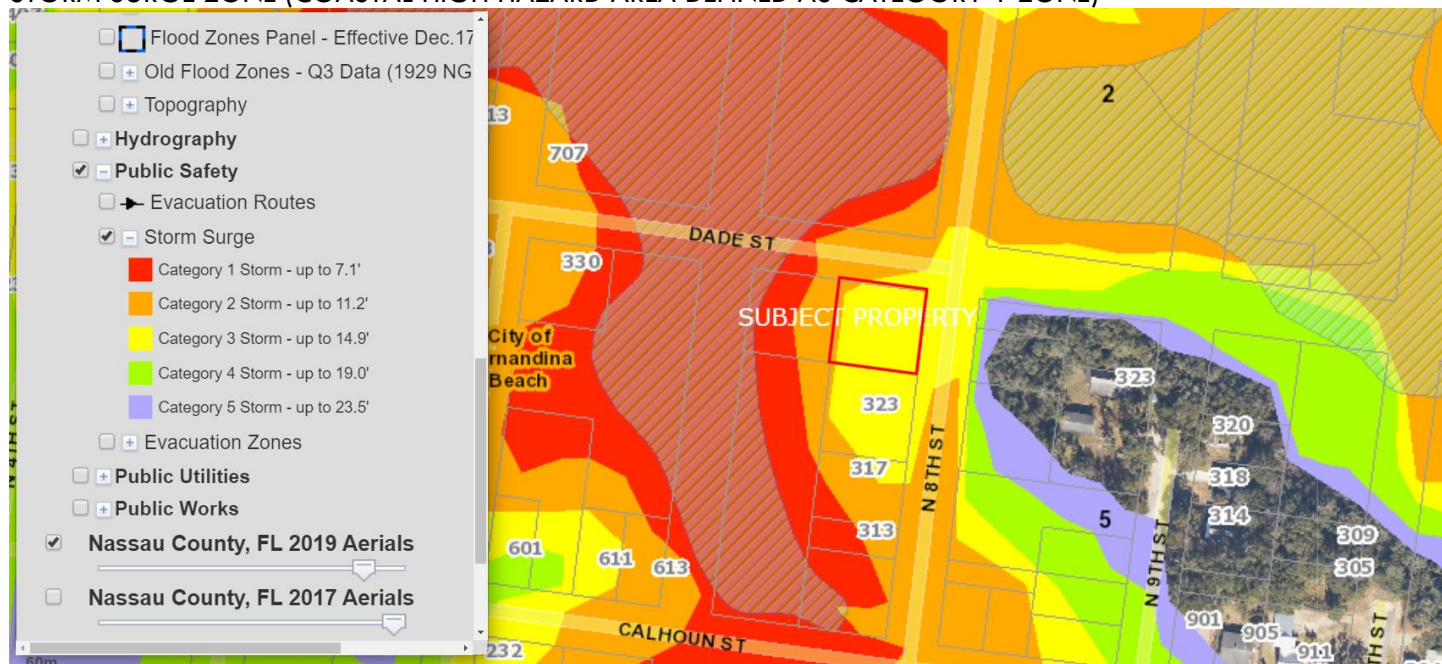


STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
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WETLANDS



STORM SURGE ZONE (COASTAL HIGH HAZARD AREA DEFINED AS CATEGORY 1 ZONE)



Kelly Gibson

From: Adrienne Burke <aburke@nassaucountyfl.com>
Sent: Thursday, December 5, 2019 8:45 AM
To: Kelly Gibson
Cc: Taco Pope; Valerie Feinberg; Abigail Weiss; Kailey Saver
Subject: BOCC Input - County Land Rezoning/FLUM Amendments

Good morning Kelly!

Yesterday the BOCC reviewed the four County parcels proposed for City rezoning/FLUM amendments. Their motions were as follows:

- 00-00-31-1520-008-0030 (S. Fletcher parcel) – Motion to support change to Recreation/Recreation.
 - Commissioner Leeper commented that Commissioner Ross told him he would not support recreation at this site and it should be conservation. I was asked to find out if this reflects the Commission direction as a whole or if this is an individual opinion.
- 00-00-31-1800-0067-0040 (Interior Dade St. parcel) – Motion to support change to Conservation/Conservation.
- 00-00-31-1800-0067-0050 (Corner Dade/8th parcel) – Motion to retain R2/MDR. This property is eligible for consideration as surplus property for housing. The County EHAC is currently going through the process of identifying County-owned land that would be eligible for surplus compliant with the state statutory requirements for identifying surplus lands for housing.
- 00-00-31-1800-0034-0050 (Calhoun St. parcel) – Motion to support change to Conservation/Conservation.

Please keep me updated on the process so I can relay information back to them. Thank you!

Adrienne Burke, AICP, Esq. | Director

Nassau County | Planning + Code Enforcement

96161 Nassau Place | Yulee, FL 32097

P: (904) 530-6329 E: aburke@nassaucountyfl.com



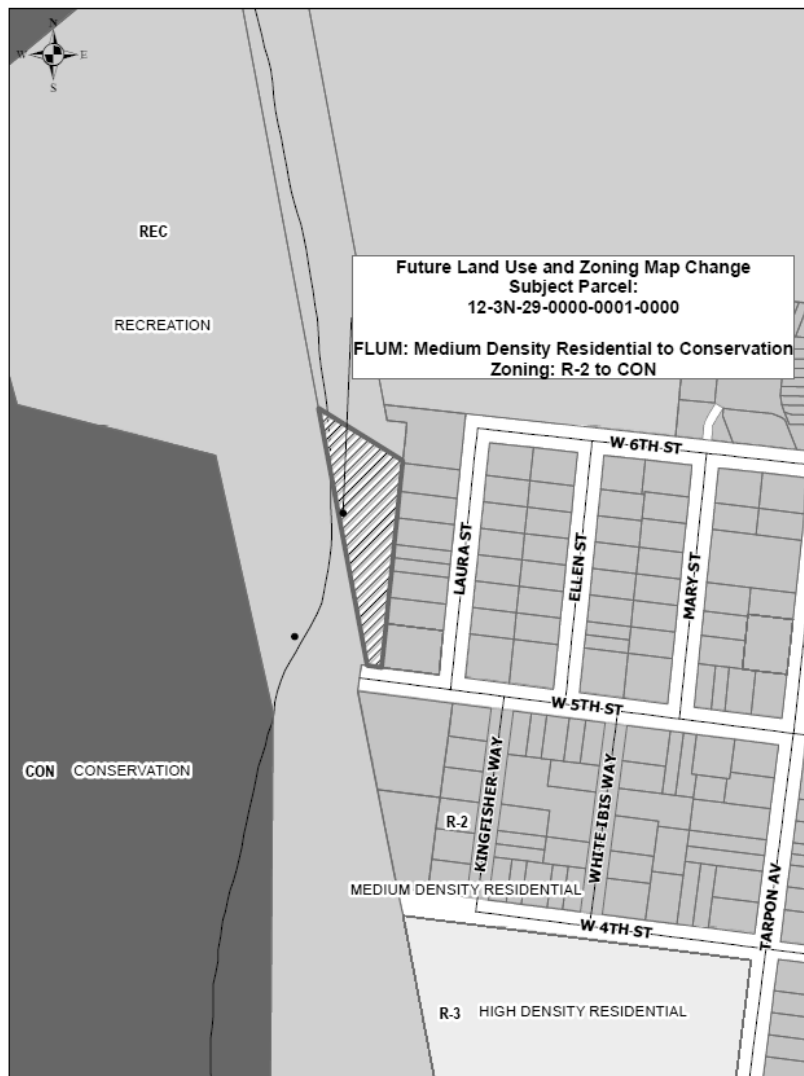
Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, please do not send electronic mail to this entity. Instead, please contact this office by phone or in writing.

NOTICE OF PUBLIC HEARING
CITY COMMISSION
CITY OF FERNANDINA BEACH

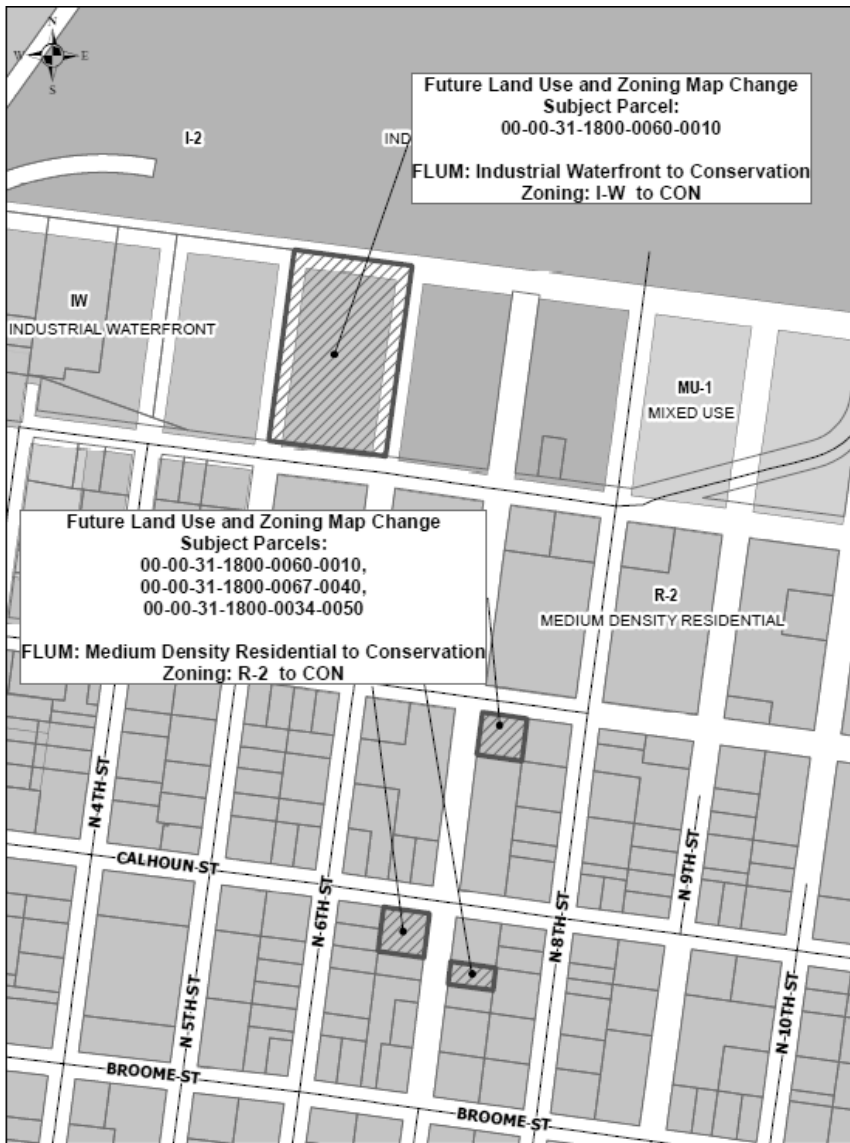
NOTICE IS HEREBY GIVEN that a Public Hearing is scheduled for **Tuesday, August 18, 2020, at 6:00 PM** in the City Commission Chambers, 204 Ash Street Fernandina Beach, Florida to consider the following application:

ORDINANCE 2020-24

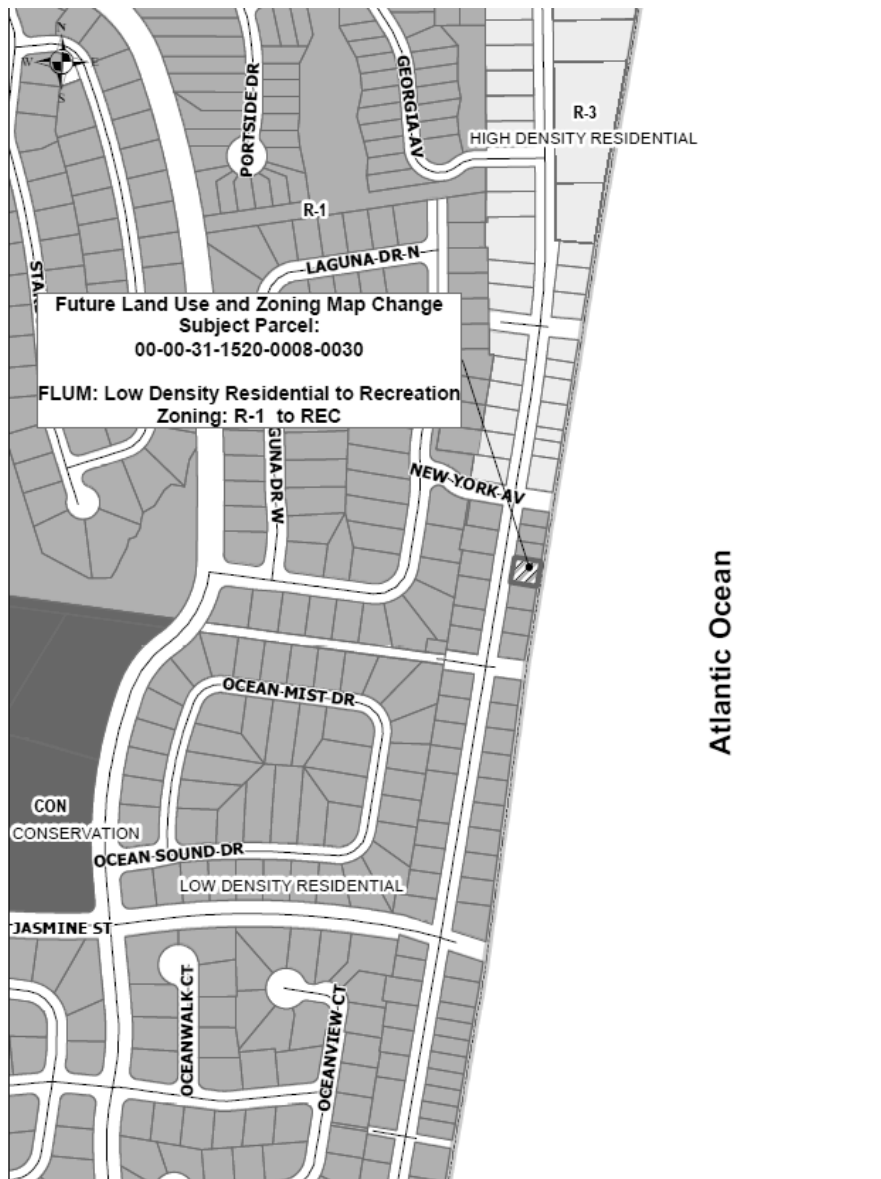
AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, CHANGING THE CITY'S ZONING MAP TO ADD CONSERVATION AND RECREATION LANDS FOR PROPERTIES OWNED BY THE STATE OF FLORIDA, NASSAU COUNTY, AND OCEAN HIGHWAY AND PORT AUTHORITY, COLLECTIVELY TOTALING APPROXIMATELY 6.07 ACRES OF LAND; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.











Interested parties may appear at said hearing and be heard as to the advisability of any action, which may be considered. Any persons with disabilities requiring accommodations in order to participate in this program or activity should contact 310-3115, TTY/TDD 711 or through the Florida Relay Service at 1-800-955-8771 at least 24 hours in advance to request such accommodation.

IF ANY PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE BOARD/COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH HEARING, S/HE WILL NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

For information, please contact the Staff of the City Clerk's Office, 204 Ash Street, between the hours of 8:00 AM – 5:00 PM, Monday through Friday, (904) 310-3115.

Note:

Please run as a DISPLAY in the April 8, 2020 edition of the News Leader.

Please send proof of publication to:

City Clerk's Office

City Hall, 204 Ash Street

Fernandina Beach, FL 32034

904-310-3115

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Ordinance 2020-25
Future Land Use Map Amendment - City Owned Properties

ITEM TYPE: Ordinances (w/ fiscal impact)

REQUESTED ACTION: Consider Ordinance 2020-25 at Second Reading.

SYNOPSIS: Actions for Future Land Use Map and Zoning Map Amendments consistent with the City Commission Goal to increase conservation land use and zoning acreage. Staff recommends approval of the request.

This Ordinance was approved at First Reading by the City Commission at its Regular Meeting on July 21, 2020.

FISCAL IMPACT: Fiscal impact will be the elimination of development for residential and non-residential purposes.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission enact proposed Ordinance 2020-25 at Second Reading.

Dale L. Martin, City Manager	8/7/2020
Pauline Testagrose, Comptroller	8/7/2020
Tammi E. Bach, City Attorney	8/7/2020
Katie Newton, Legal Assistant	8/11/2020

Date: July 23, 2020

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION: Enact

ORDINANCE 2020-25

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, CHANGING THE CITY'S FUTURE LAND USE MAP TO ADD CONSERVATION AND RECREATION LANDS FOR PROPERTIES OWNED BY THE CITY OF FERNANDINA BEACH, COLLECTIVELY TOTALING APPROXIMATELY 22.15 ACRES OF LAND; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Fernandina Beach has directed staff to seek out properties within City limits to conserve; and

WHEREAS, the Planning Advisory Board reviewed the Future Land Use Map Amendment request under PAB Case# 2019-16 at its Regular Meeting on December 11, 2019, and recommended approval; and

WHEREAS, notice of public hearing on such application was published in the News Leader, a newspaper of general circulation in Fernandina Beach, Nassau County, Florida, on November 29, 2019; and

WHEREAS, City staff found the applicant's request to be consistent with the direction of the Comprehensive Plan, specifically policies 1.01.02, 1.02.03, 1.02.04, 1.02.08, 1.02.09, and 1.07.07 and recommends approval of the applicant's request.

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

SECTION 1. The properties identified for these changes to the City's Future Land Use Map collectively total approximately 22.15 acres are identified hereto as Exhibit "A."

SECTION 2. FUTURE LAND USE MAP CHANGES. For the properties in question, the City's Future Land Use Map is hereby changed to either Conservation (CON) or Recreation (REC) based on the table provided in Exhibit "A."

SECTION 3. PROPERTIES INVOLVED. The properties identified for this change of the City's Future Land Use Map are identified as: Parcel ID number 11-3N-29-0000-0005-0000, totaling approximately 2.38 acres; Parcel ID number 00-00-31-1800-0180-0040, totaling approximately 0.15 acres; Parcel ID number 00-00-31-1800-0302-0000, totaling approximately 1.34 acres; Parcel ID number 00-00-30-021L-000D-0000, totaling approximately 0.07 acres; Parcel ID number 00-00-31-1800-0167-0170, totaling approximately 0.22 acres; Parcel ID number 00-00-31-1800-0161-0130, totaling approximately 0.23 acres; Parcel ID number 01-2N-28-0000-0002-0000, totaling approximately 2.92 acres; Parcel ID number 00-00-31-1680-0029-0050, totaling approximately 0.35 acres; Parcel ID number 00-00-31-1400-0003-0060, totaling approximately 0.47 acres; Parcel ID number 00-00-31-1800-0062-0030, totaling approximately 0.90 acres; Parcel ID number 00-00-31-1800-0217-0060, totaling approximately 1.58 acres; Parcel ID number 00-00-31-1800-0217-0010, totaling approximately 5.48 acres; Parcel ID number 00-00-31-1800-0077-0050, totaling approximately 0.45 acres; Parcel ID number 00-00-31-1680-0025-0070, totaling approximately 0.57 acres; Parcel ID number 00-00-31-128A-0PRK-0000, totaling approximately 0.14 acres; Parcel ID number 00-00-31-1800-0077-0050, totaling approximately 0.45 acres; Parcel ID number 00-00-31-1800-0062-0030, totaling approximately 0.90 acres; Parcel ID number 00-00-

31-1800-0061-0010, totaling approximately 1.61 acres; Parcel ID number 00-00-31-1800-0067-0010, totaling approximately 0.69 acres; Parcel ID number 00-00-31-128A-0010-0000, totaling approximately 0.41 acres; Parcel ID number 00-00-31-114B-0007-0010, totaling approximately 0.15 acres; Parcel ID number 00-00-31-1720-000A-0080, totaling approximately 0.23 acres; Parcel ID number 00-00-31-1681-000A-0000, totaling approximately 0.23 acres; Parcel ID number 00-00-31-1720-000A-0010, totaling approximately 0.22 acres; collectively totaling approximately 22.15 acres of land and shown on the maps, attached hereto as Exhibit "A."

SECTION 4. FUTURE LAND USE MAP CHANGE. For the properties in question, the City's Future Land Use Map is hereby changed to Conservation (CON) or RECREATION (REC).

SECTION 5. SEVERABILITY. If any section, subsection, sentence, clause, phrase of this Ordinance, or the particular application thereof, shall be held invalid by any court, administrative agency or other body with appropriate jurisdiction, the remaining sections, subsections, sentences, clauses and phrases under application shall not be affected thereby.

SECTION 6. This Ordinance shall take effect immediately after its final enactment.

ENACTED this 18th day of August, 2020.

CITY OF FERNANDINA BEACH

JOHN A. MILLER
Mayor - Commissioner

ATTEST:

APPROVED AS TO FORM AND LEGALITY:



CAROLINE BEST
City Clerk

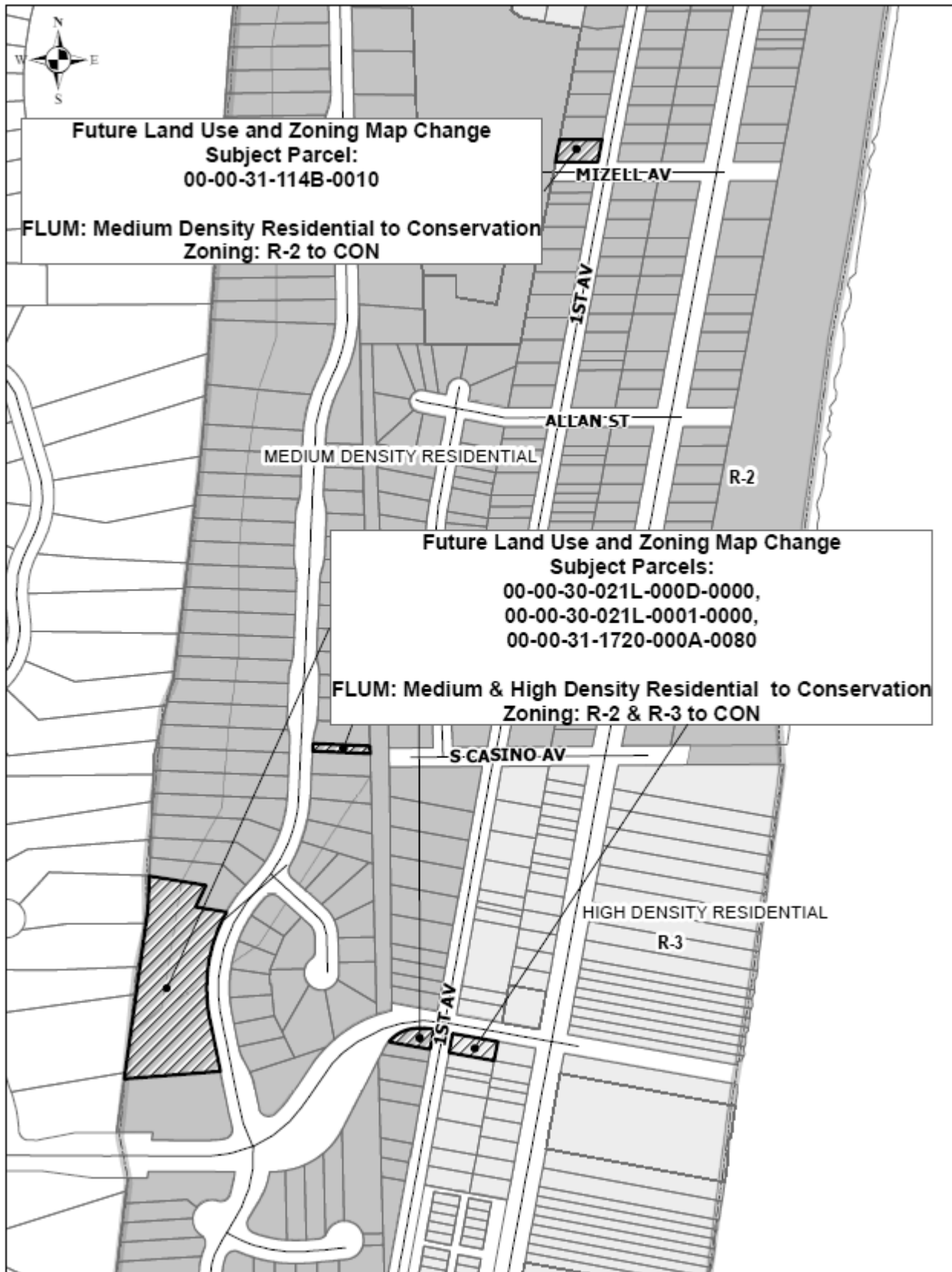
TAMMI E. BACH
City Attorney

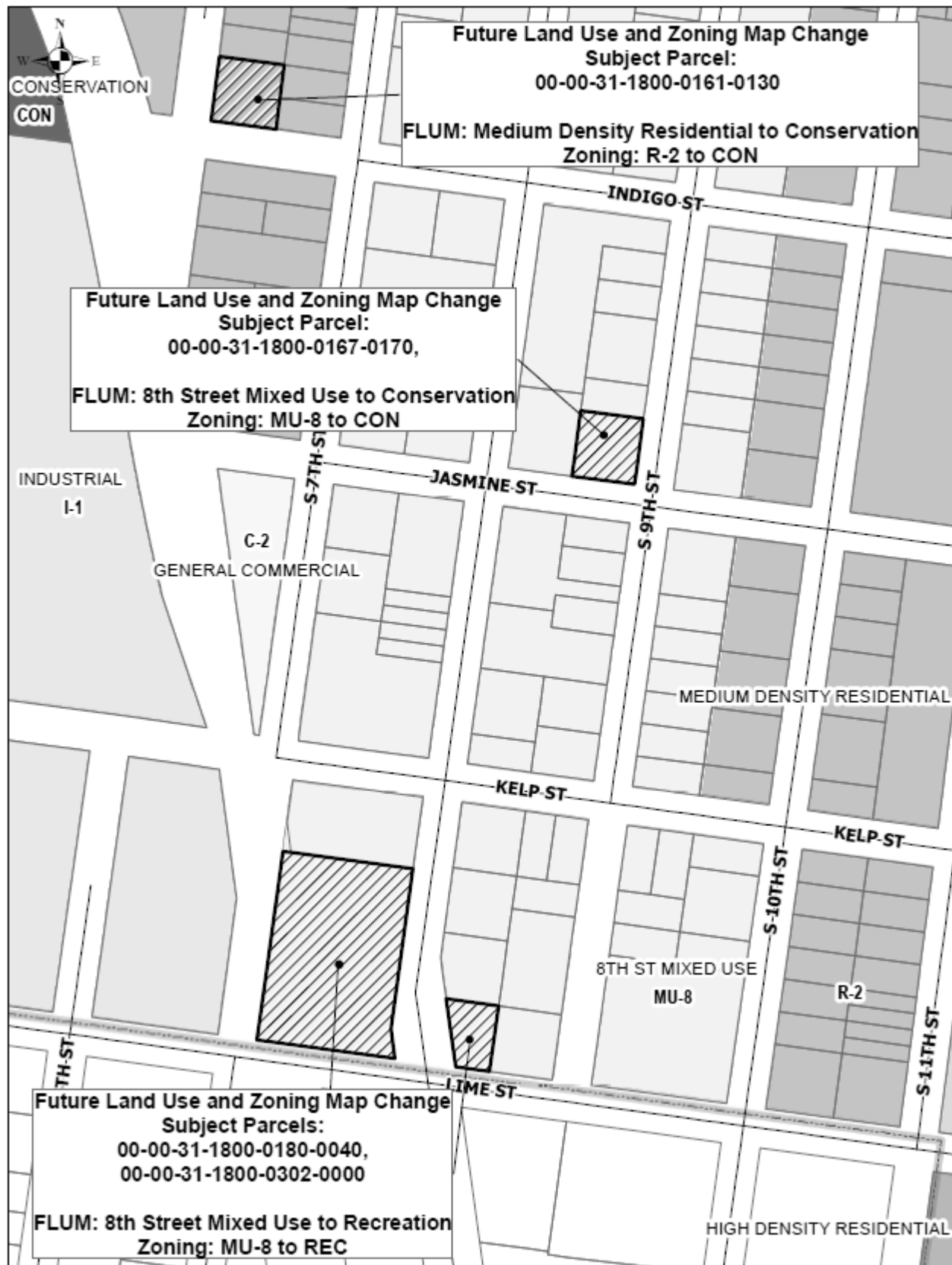
**ORDINANCE 2020-25
EXHIBIT "A"**

PARCEL NUMBER	LOCATION	FROM EXISTING ZONING	FROM EXISTING FUTURE LAND USE	ACREAGE	TO FUTURE LAND USE	TO ZONING
11-3N-29-0000-0005-0000	215.5 LIGHTHOUSE CIR	R-1	LOW DENSITY RESIDENTIAL	2.38	RECREATION	REC
00-00-31-1800-0180-0040	1198 S. 8TH ST	MU-8	8TH STREET MIXED USE	0.15	RECREATION	REC
00-00-31-1800-0302-0000	1129 S 8TH ST	MU-8	8TH STREET MIXED USE	1.34	RECREATION	REC
00-00-30-021L-000D-0000	ROBERT OLIVER AV	R-2	MEDIUM DENSITY RESIDENTIAL	0.07	LOT 2 ONLY - CONSERVATION	LOT 2 ONLY- CON
00-00-31-1800-0167-0170	S 9TH & JASMINE ST	MU-8	8TH STREET MIXED USE	0.22	CONSERVATION	CON
00-00-31-1800-0161-0130	S 6TH & INDIGO ST	R-2	MEDIUM DENSITY RESIDENTIAL	0.23	CONSERVATION	CON
01-2N-28-0000-0002-0000	ROBERT OLIVER AV	R-2	MEDIUM DENSITY RESIDENTIAL	2.92	CONSERVATION	CON
00-00-31-1680-0029-0050	OKLAWAHA AV	R-2	MEDIUM DENSITY RESIDENTIAL	0.36	CONSERVATION	CON
00-00-31-1400-0003-0060	N FLETCHER AV	R-1	LOW DENSITY RESIDENTIAL	0.47	CONSERVATION	CON
00-00-31-1800-0062-0030	N 6TH ST	R-2	MEDIUM DENSITY RESIDENTIAL	0.90	CONSERVATION	CON

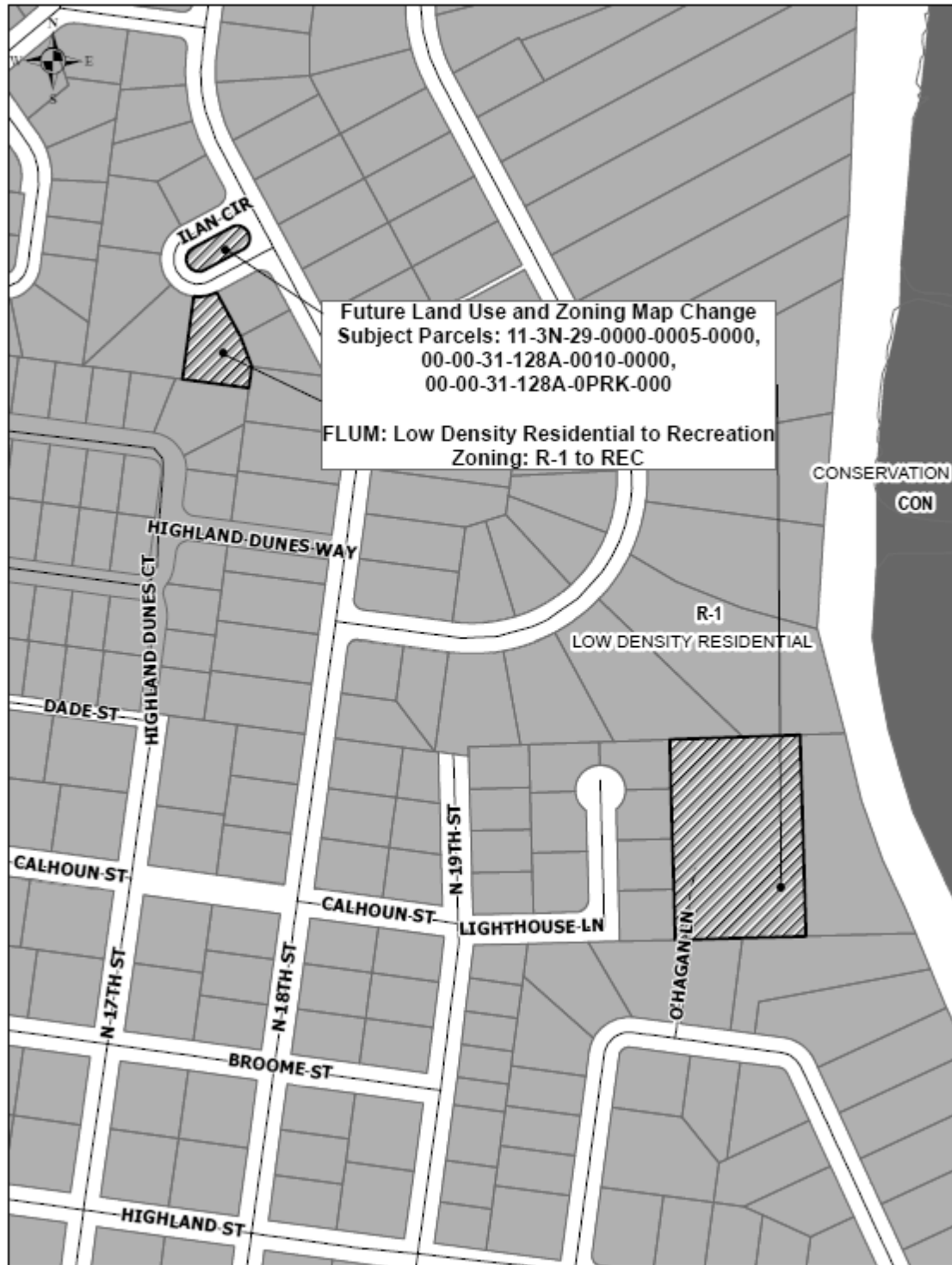
PARCEL NUMBER	LOCATION	FROM EXISTIN G ZONING	FROM EXISTING FUTURE LAND USE	ACREA GE	TO FUTURE LAND USE	TO ZONING
			AL			
00-00-31- 1800-0217- 0060	N 11TH STREET	R-2	MEDIUM DENSITY RESIDENTI AL	1.58	CONSERVATIO N	CON
00-00-31- 1800-0217- 0010	N 11TH ST	R-2	MEDIUM DENSITY RESIDENTI AL	5.48	CONSERVATIO N	CON
00-00-31- 1800-0077- 0050	N 10TH ST	R-2	MEDIUM DENSITY RESIDENTI AL	0.45	CONSERVATIO N	CON
00-00-31- 1680-0025- 0070	MATANZAS AV	R-2	MEDIUM DENSITY RESIDENTI AL	0.57	CONSERVATIO N	CON
00-00-31- 128A-0PRK- 0000	ILAN CIR	R-1	LOW DENSITY RESIDENTI AL	0.14	CONSERVATIO N	CON
00-00-31- 1800-0077- 0050	DADE STREET AND N 10TH ST	R-2	MEDIUM DENSITY RESIDENTI AL	0.45	CONSERVATIO N	CON
00-00-31- 1800-0062- 0030	DADE ST	R-2	MEDIUM DENSITY RESIDENTI AL	0.90	CONSERVATIO N	CON
00-00-31- 1800-0061- 0010	DADE ST	R-2	MEDIUM DENSITY RESIDENTI AL	1.61	CONSERVATIO N	CON
00-00-31- 1800-0067- 0010	CALHOUN ST	R-2	MEDIUM DENSITY RESIDENTI AL	0.69	CONSERVATIO N	CON
00-00-31- 128A-0010- 0000	3 ILAN CIR	R-1	LOW DENSITY RESIDENTI AL	0.41	CONSERVATIO N	CON

PARCEL NUMBER	LOCATION	FROM EXISTING ZONING	FROM EXISTING FUTURE LAND USE	ACREAGE	TO FUTURE LAND USE	TO ZONING
00-00-31- 114B-0007- 0010	2569 1ST AV	R-2	MEDIUM DENSITY RESIDENTIAL	0.15	CONSERVATION	CON
00-00-31- 1720-000A- 0080	1ST AV AND SIMMONS RD	R-2/R-3	MEDIUM DENSITY + HIGH DENSITY RESIDENTIAL	0.23	CONSERVATION	CON
00-00-31- 1681-000A- 0000	1ST AV	R-1	LOW DENSITY RESIDENTIAL	0.23	CONSERVATION	CON
00-00-31- 1720-000A- 0010	1ST AV	R-2	MEDIUM DENSITY RESIDENTIAL	0.22	CONSERVATION	CON
TOTAL				22.15		









APPROVED



**MINUTES
PLANNING ADVISORY BOARD
REGULAR MEETING
DECEMBER 11, 2019**

1. CALL TO ORDER – 5:02 pm

ROLL CALL / DETERMINATION OF QUORUM

MEMBERS PRESENT:

*Mark Bennett (Vice-Chair)
Richard Clark
Jenny Schaffer (Alt 1)
Peter Stevenson*

*Victoria Robas (Alt 2)
Greg Roland (arrived at 5:49 pm)
Genece Minshew*

MEMBERS ABSENT:

OTHERS PRESENT

*Tami Bach, City Attorney
Kelly Gibson, Planning Director
Samantha Rogic, Recording Secretary*

Alternate Member Schaffer was seated as a voting member until Member Roland's late arrival.

2. APPROVAL OF MEETING MINUTES

2.1 November 13, 2019

ACTION TAKEN: A motion was made by Member Clark, seconded by Member Minshew, to approve the minutes as presented.

Motion passed by unanimous voice vote.

3. OLD BUSINESS

3.1 LAND DEVELOPMENT CODE TEXT AMENDMENTS (PAB CASE #: 2019-07): CITY OF FERNANDINA BEACH, FLORIDA REQUESTS LAND DEVELOPMENT CODE TEXT AMENDMENTS TO MODIFY STANDARDS FOR HEIGHT ENCROACHMENTS WITHIN SECTIONS 1.07.00 ADDING OR AMENDING CERTAIN DEFINITIONS; AMENDING SECTION 4.02.03 STANDARDS FOR BUILDINGS AND BUILDING PLACEMENT AND HEIGHT WITHIN SPECIAL FLOOD HAZARD AREAS; AND SECTION 10.02.01 VARIANCES TO DISALLOW GRANTING OF VARIANCES TO EXCEED MAXIMUM BUILDING HEIGHTS AND TO DEVIATE FROM REQUIRED SIDE YARD SETBACKS FOR BUILDINGS WITHIN 800 FEET OF THE MEAN HIGH WATER MARK OF THE ATLANTIC OCEAN.

Doug Roselle, 524 Tarpon Ave, spoke in support of limiting unnecessary allowable height encroachments.

ACTION TAKEN: A motion was made by Member Clark, seconded by Member Roland, to table the item to the January regular meeting.

Motion passed by unanimous voice vote.

ACTION TAKEN: A motion was made by Member Clark, seconded by Member Minshew to accept staff recommendation with regard to the yellow highlighted language and 10.02.01 Sub 11 and 12 which are additions.

Motion passed by unanimous voice vote.

4. NEW BUSINESS

4.1 PAB 2019-16: Future Land Use Map and Zoning Map Amendments to Conservation and Recreation for City Owned Properties (pursuant to Ordinance 2019-05)

The following individuals spoke to the item:

Deb Harper, 835 Allen, inquired on the notice she received in the mail.

Jeff McDowell, 2820 Mantanzas, asked for clarification on which property near him is affected.

Margarete Kirkland, 1377 Plantation Point Drive, speaking on behalf of Amelia Tree Conservancy, asked for clarification on several parcels.

Barbara Smith, 923 9th Street.

ACTION TAKEN: A motion was made by Member Roland, seconded by Member Clark, to approve PAB 2019-16 as presented.

Motion passed by unanimous voice vote.

4.2 PAB 2019-17: Future Land Use Map and Zoning Map Amendments for Non-City owned lands to Conservation and Recreation (pursuant to Ordinance 2019-05)

Marine St & Marine St:

The following individuals spoke to the item:

James O'Conner, 703 Garden Street, has a lease with CSX

Brad O'Conner, 2440 Lyndale Road, has a lease with CSX

Eric Oliver, 706 Someruelus, has a lease with CSX

Jennifer Harrison, 820 Someruelus St, spoke to the significant history of the bluff.

Member Stevenson motioned for no action to be taken on the two parcels identified to keep as industrial waterfront. Member Minshew seconded.

Upon further discussion, Member Stevenson withdrew his motion.

ACTION TAKEN: A motion was made by Member Roland, seconded by Member Clark, to postpone the CSX parcels to the March Regular meeting to give Staff time to meet with CSX.

Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.

8th and Dade Street:

The following individuals spoke to the item:

Monica Cleveland, 2203 Belvedere Ave

Jill McCarthy, 2120 Belvedere Ave

ACTION TAKEN: A motion was made by Member Clark, Seconded by Member Stevenson, to approve Staff's recommendation of all non-city owned parcels, with the exception of the CSX properties as discussed and the parcel located on the corner of Dade and 8th Street (00-00-31-1800-0067-0050).

Vote upon passage of the motion was taken b y ayes and nays and being all ayes, carried.

5. BOARD BUSINESS

5.1 Review Draft Amendments to PAB Bylaws

Members of the Board discussed.

ACTION TAKEN: A motion was made by Member Minshew, seconded by Member Roland, to approve the bylaws as amended and presented.

Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.

The Board then unanimously agreed by voice vote, to vote on the final approval at the January 2020 regular meeting.

6. STAFF REPORT

7. PUBLIC COMMENT

8. ADJOURNMENT – 7:54 PM


Samantha Rogic, Recording Secretary


Mark Bennett, Vice-Chair



STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

APPLICATION FOR FUTURE LAND USE MAP + ZONING AMENDMENTS
CITY OWNED PARCELS

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

APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:	00-00-31-1681-000A-0000 AND CITY OF EERNANDINA BEACH				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change (In accordance with action directed under Ord. 2019-05)				
LOCATION AND DESCRIPTION OF SITE:	1 st Avenue & Bill Melton Road				
CURRENT LAND USE + ZONING:	Low Density Residential + R-1				
PROPOSED LAND USE + ZONING:	Conservation + CON				
EXISTING USES ON SITE:	Utility Lift Station				
PROPERTY SIZE:	0.23 Acres				
ENVIRONMENTAL CHARACTERISTICS:	<u>Flood zone</u>	<u>Potential Wetlands</u>	<u>Avg. Topography</u>	<u>Soil Type</u>	<u>Coastal Upland Protection Zone</u>
	X : Not SFHA	N/A	15'	Fripp Fine Sand Rolling	Yes
ADJACENT PROPERTIES:	<u>Direction</u>	<u>Existing Use(s)</u>	<u>Year Built</u>	<u>Zoning</u>	<u>FLUM</u>
	North	Residential	1992	R-1	LDR
	South	Residential	1986	R-1	LDR
	East	Residential	1984	R-1	LDR
	West	Residential	1984	R-1	LDR
APPLICABLE COMPREHENSIVE PLAN POLICIES:	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering); 1.07.15 (conservation land use category); Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands); 6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) Reference: www.fbfl.us/Compplan				



STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

APPLICABLE LAND DEVELOPMENT CODE SECTIONS:	2.00.03 (Establishment of district boundary); 2.01.20 (CON zoning district); 4.05.00 (Landscaping, Buffers, and Tree Protection); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) Reference: www.fbfl.us/LDC
STAFF RECOMMENDATION:	Staff finds the requested amendments to be sufficiently compliant with the Comprehensive Plan, Land Development Code, and established City Commission Goal to increase conservation land use and zoning acreage. Staff recommends approval of the request.

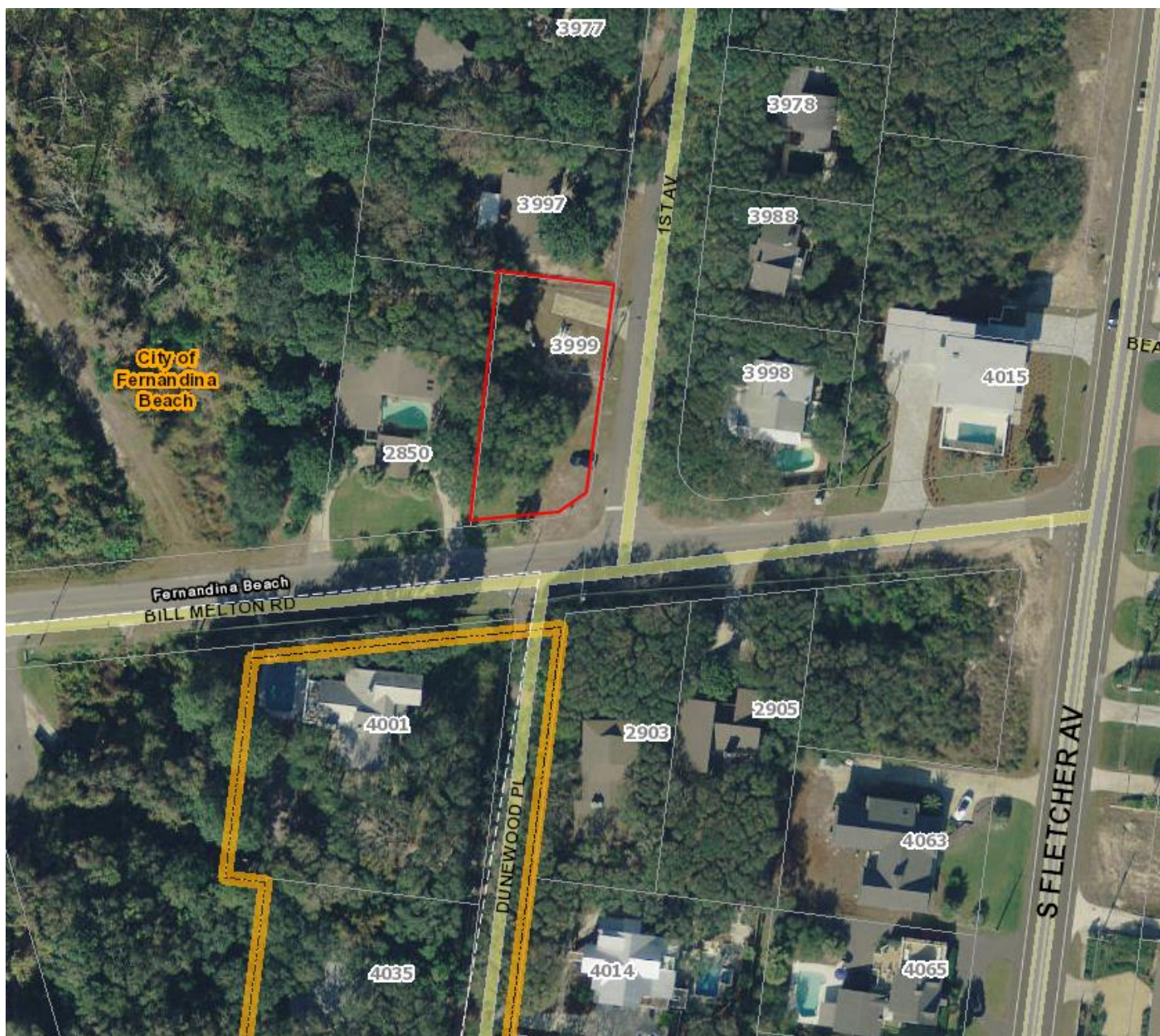
Submitted by:

Kelly N. Gibson, AICP
Director



STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

PROPERTY BOUNDARY





STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

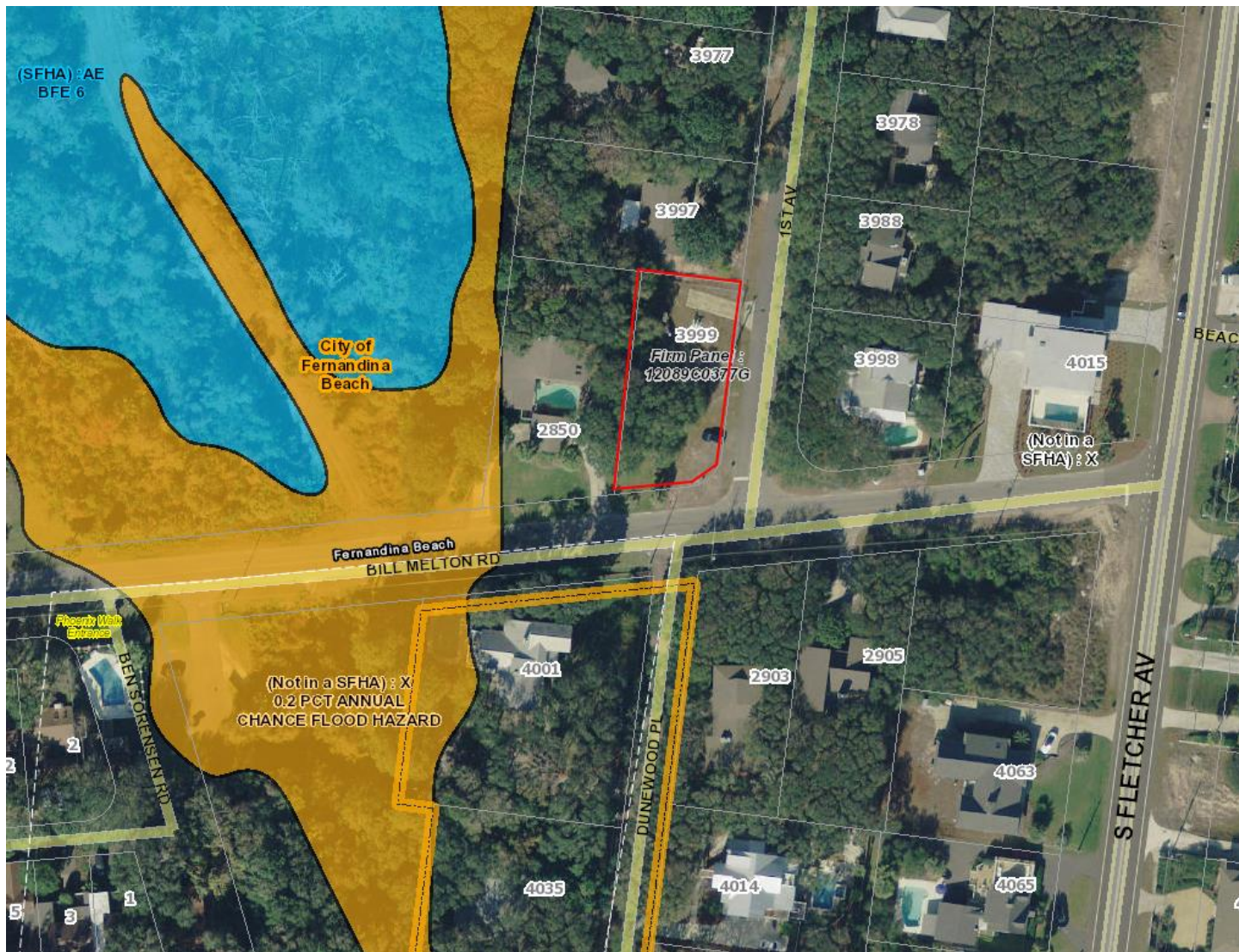
CURRENT LAND USE AND ZONING





STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

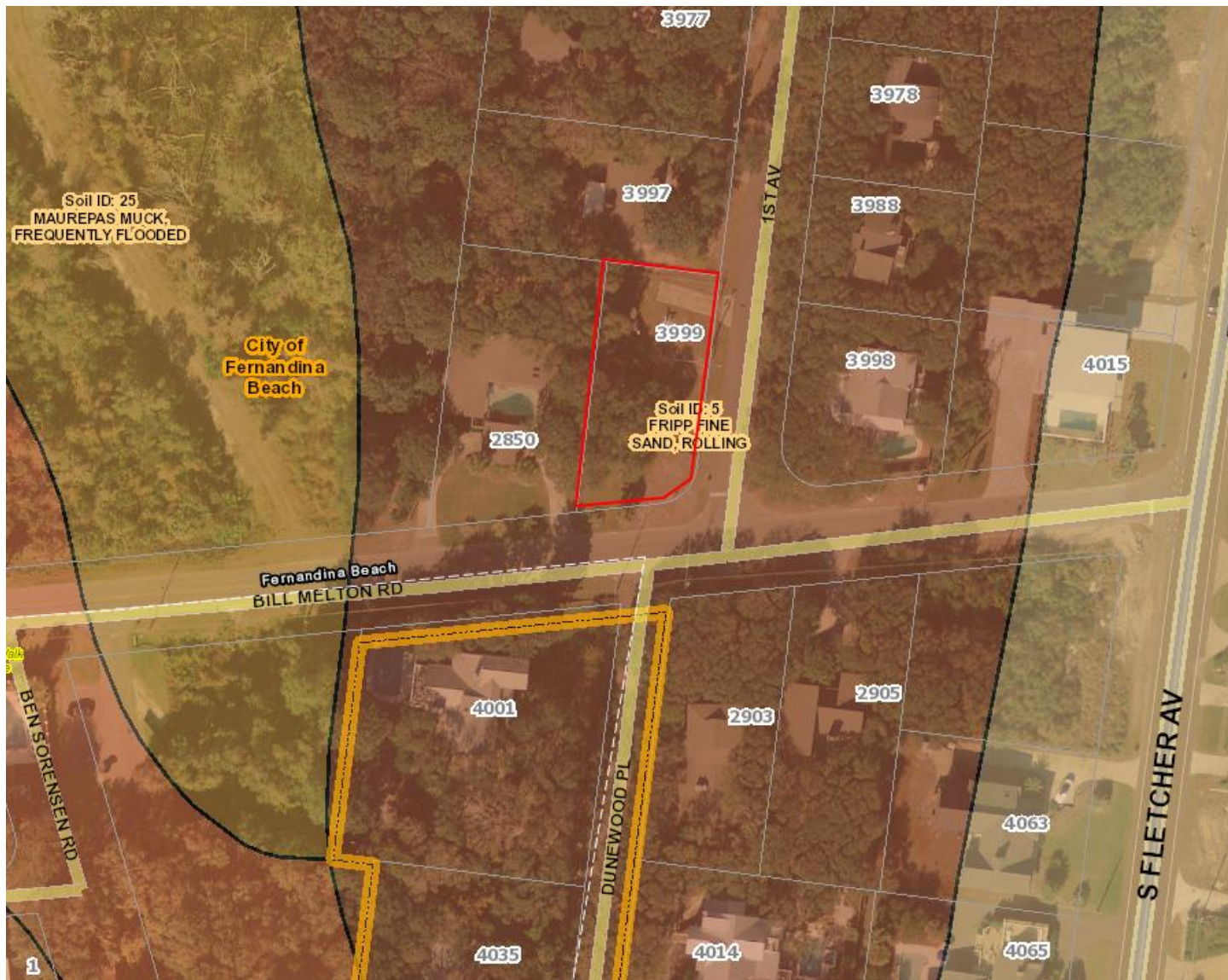
FLOODZONE





STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

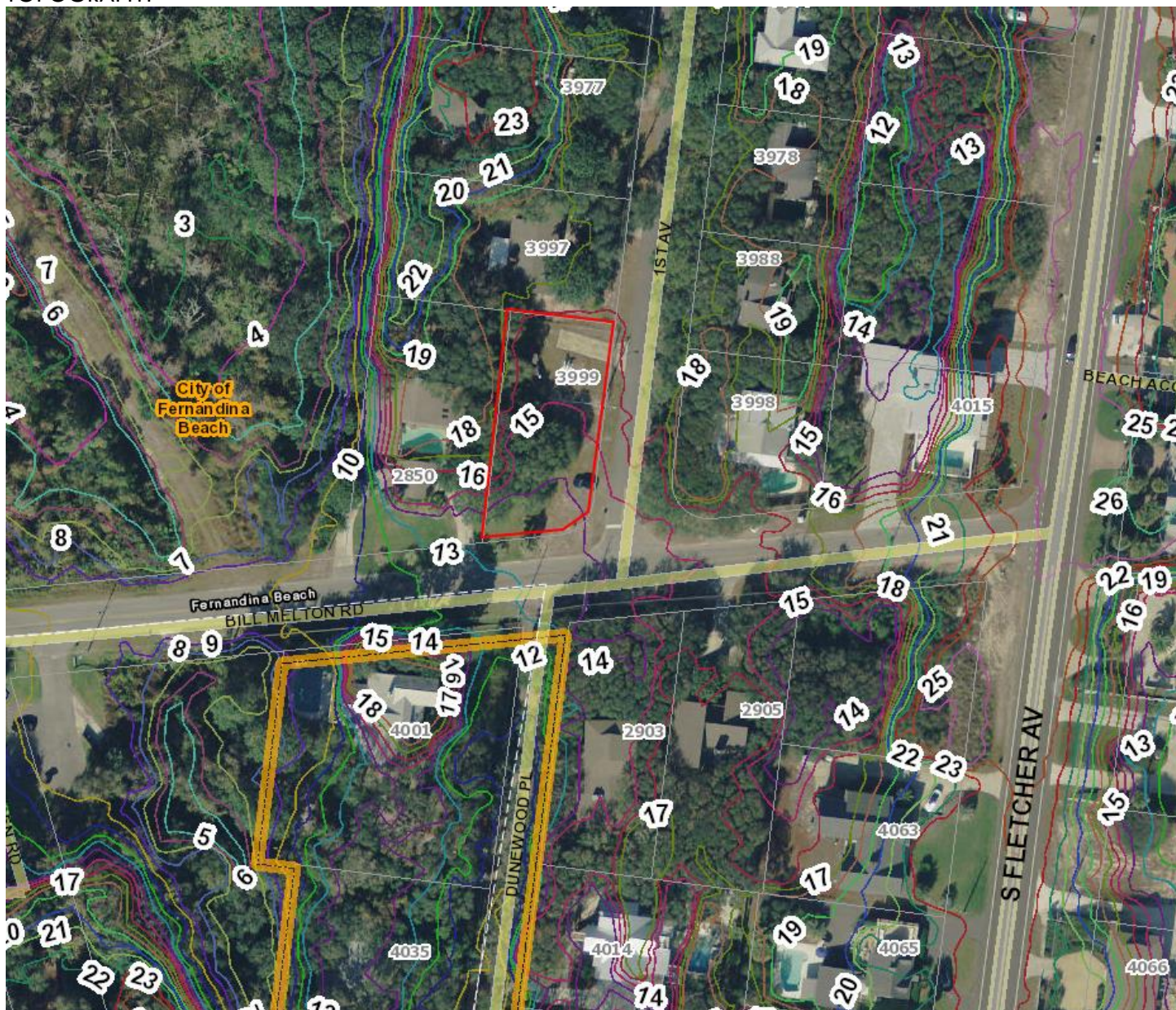
SOILS





STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

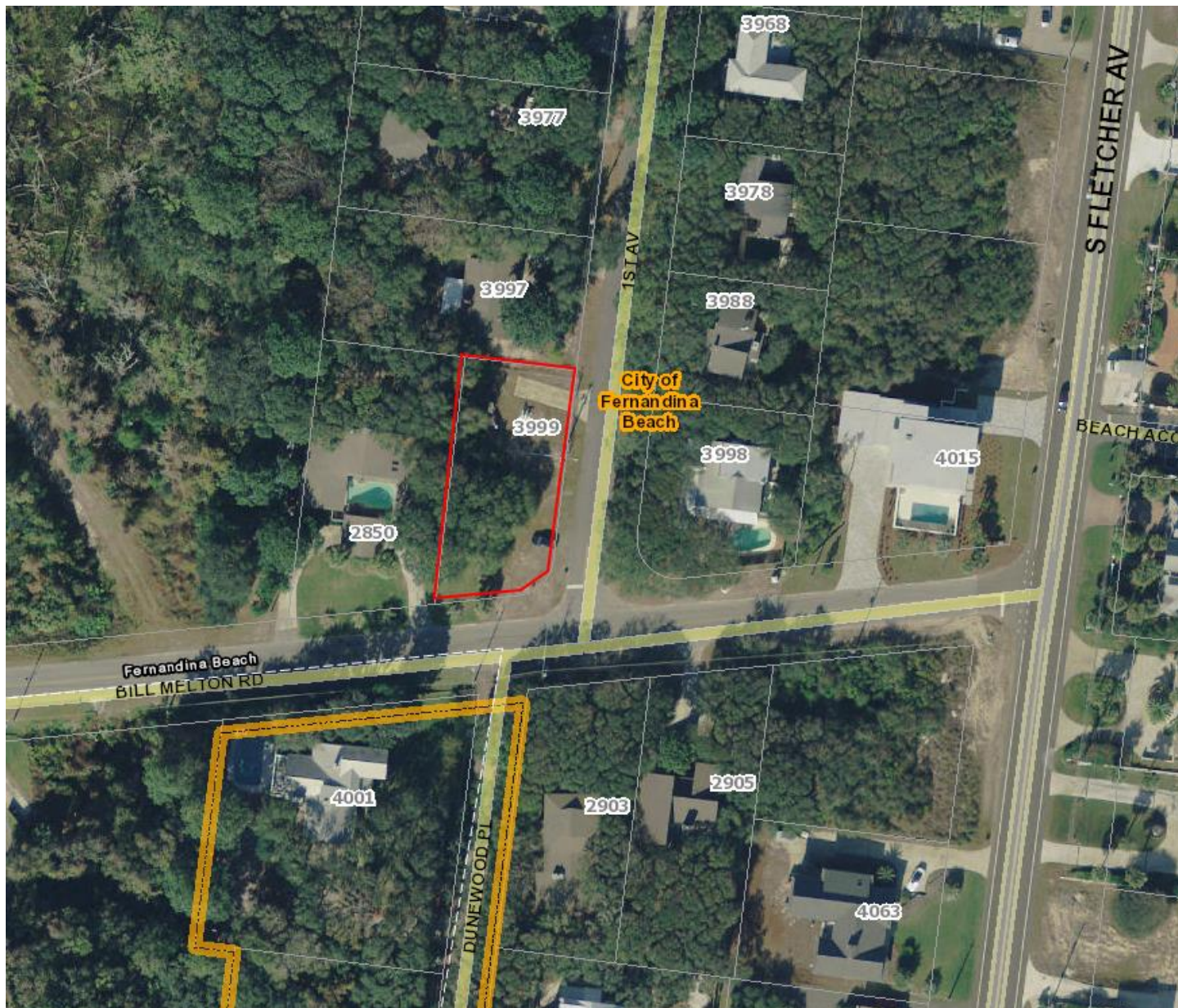
TOPOGRAPHY





STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

WETLANDS – Not applicable.





STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

STORM SURGE ZONE (COASTAL HIGH HAZARD AREA DEFINED AS CATEGORY 1 ZONE)





STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

APPLICATION FOR FUTURE LAND USE MAP + ZONING AMENDMENTS
CITY OWNED PARCELS

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

APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:	00-00-31-1720-000A-0080 AND CITY OF EERNANDINA BEACH				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change (In accordance with action directed under Ord. 2019-05)				
LOCATION AND DESCRIPTION OF SITE:	1 st Avenue and Simmons Road				
CURRENT LAND USE + ZONING:	East Side – High Density Residential + R-3 West Side – Medium Density Residential + R-3				
PROPOSED LAND USE + ZONING:	Conservation + CON				
EXISTING USES ON SITE:	Vacant				
PROPERTY SIZE:	0.23 Acres				
ENVIRONMENTAL CHARACTERISTICS:	<u>Flood zone</u>	<u>Potential Wetlands</u>	<u>Avg. Topography</u>	<u>Soil Type</u>	<u>Coastal Upland Protection Zone</u>
	X : Not SFHA	N/A	16'	Fripp Fine Sand Rolling	Yes
ADJACENT PROPERTIES:	<u>Direction</u>	<u>Existing Use(s)</u>	<u>Year Built</u>	<u>Zoning</u>	<u>FLUM</u>
	North	Residential	2000	R-2+R3	MDR+HDR
	South	Residential	1999	R-2+R-3	MDR+HDR
	East	Residential	1971	R-3	HDR
	West	Residential	1996	R-2	MDR
APPLICABLE COMPREHENSIVE PLAN POLICIES:	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering); 1.07.15 (conservation land use category); Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands); 6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) Reference: www.fbfl.us/Compplan				



STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

APPLICABLE LAND DEVELOPMENT CODE SECTIONS:	2.00.03 (Establishment of district boundary); 2.01.20 (CON zoning district); 4.05.00 (Landscaping, Buffers, and Tree Protection); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) Reference: www.fbfl.us/LDC
STAFF RECOMMENDATION:	Staff finds the requested amendments to be sufficiently compliant with the Comprehensive Plan, Land Development Code, and established City Commission Goal to increase conservation land use and zoning acreage. Staff recommends approval of the request.

Submitted by:

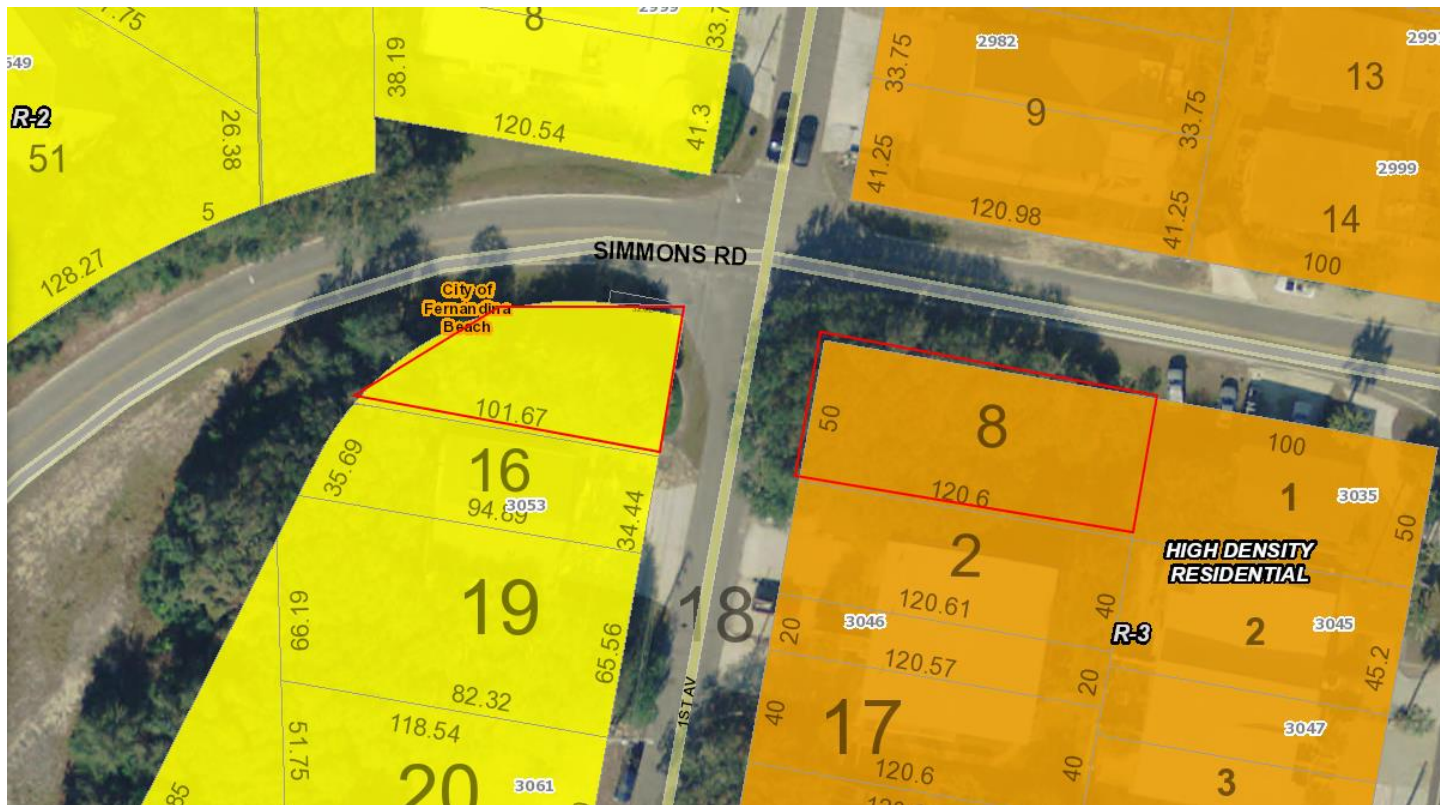
Kelly N. Gibson, AICP
Director

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STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

CURRENT LAND USE AND ZONING





STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

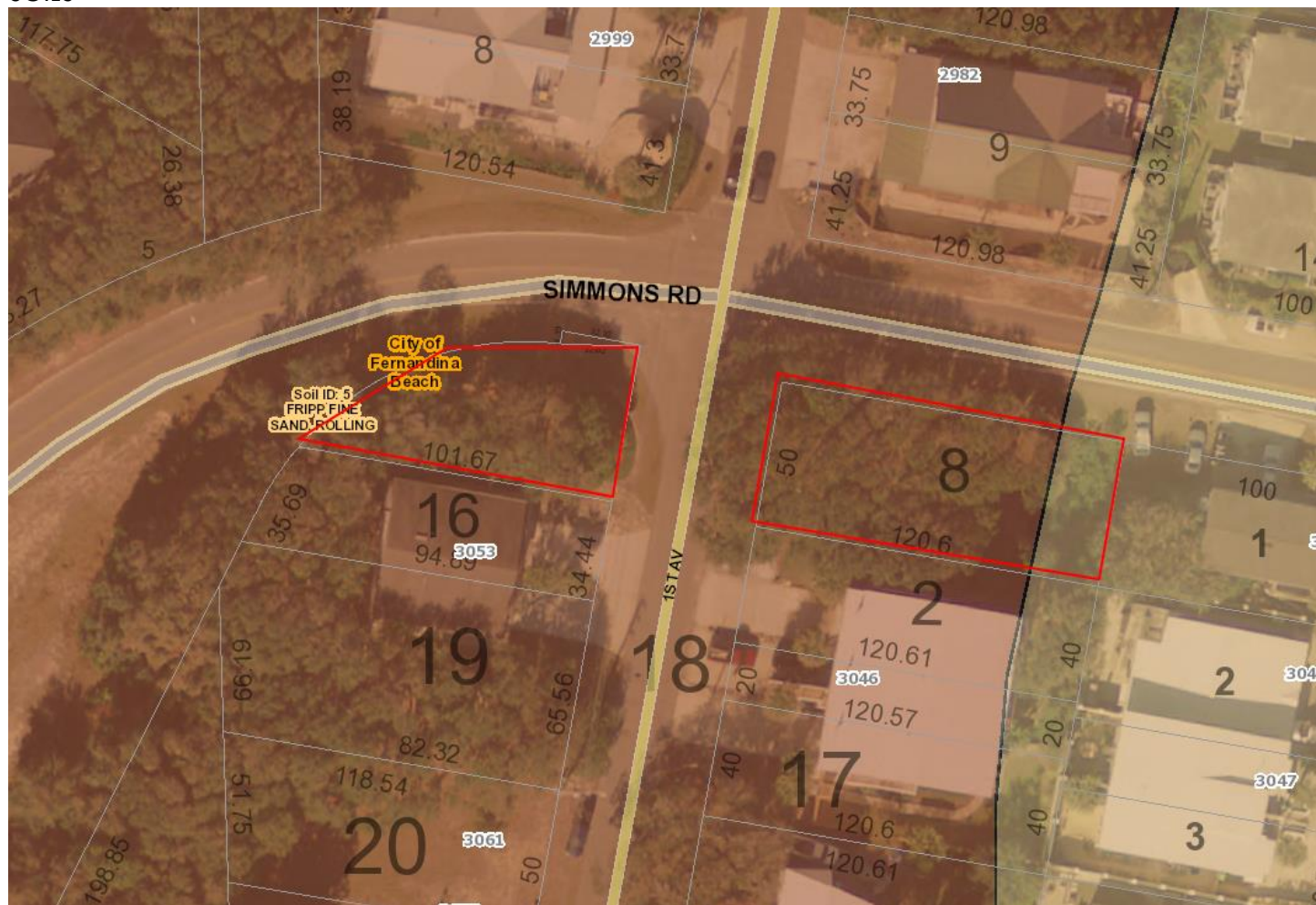
FLOODZONE





STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

SOILS





STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
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December 11, 2019

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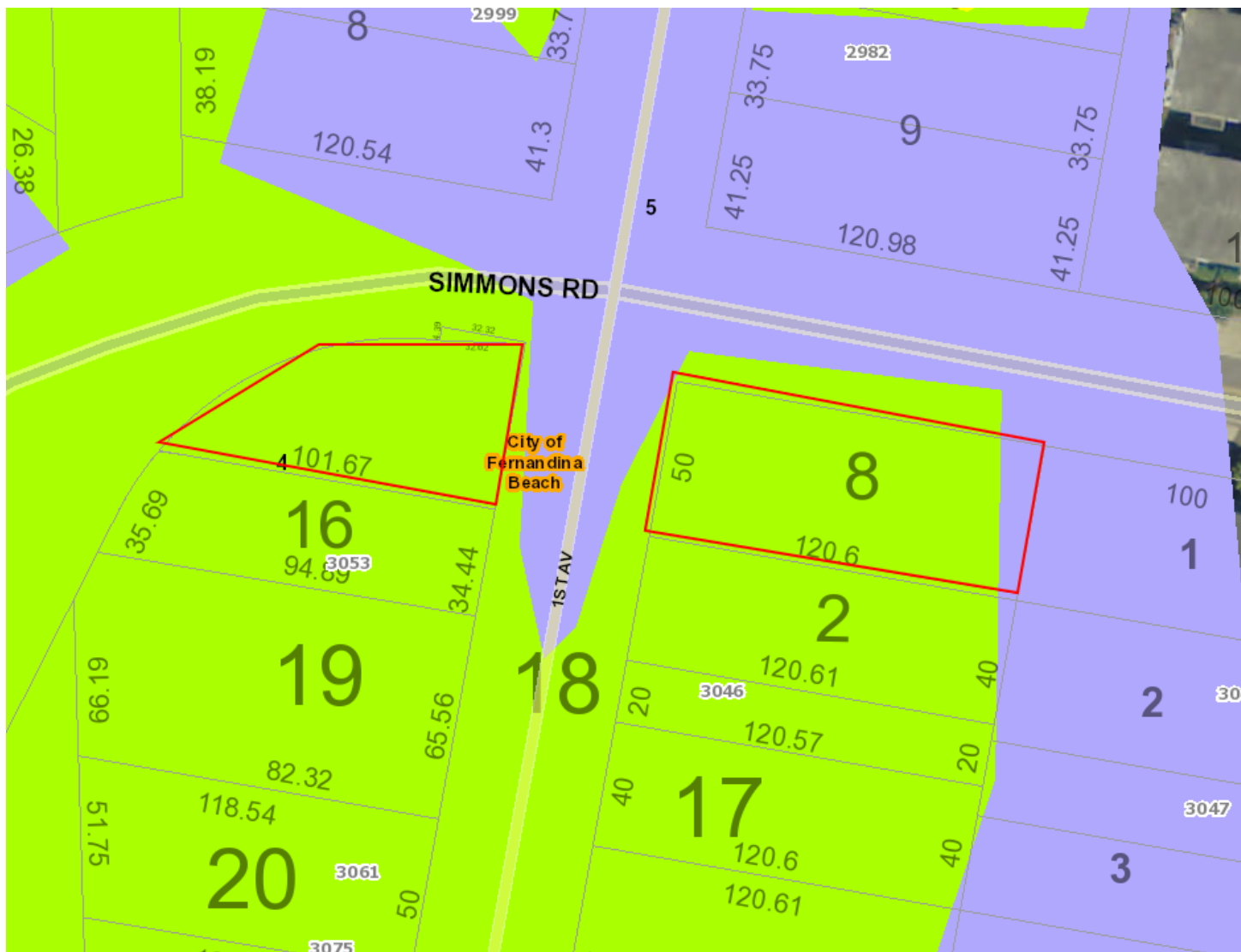


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STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

STORM SURGE ZONE (COASTAL HIGH HAZARD AREA DEFINED AS CATEGORY 1 ZONE)





STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

APPLICATION FOR FUTURE LAND USE MAP + ZONING AMENDMENTS
CITY OWNED PARCELS

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

APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:	00-00-31-1800-0180-0040 AND CITY OF FERNANDINA BEACH 00-00-31-1800-0302-0000 AND CITY OF FERNANDINA BEACH				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change (In accordance with action directed under Ord. 2019-05)				
LOCATION AND DESCRIPTION OF SITE:	South 8th & Lime Street				
CURRENT LAND USE + ZONING:	8 th ST Mixed Use + MU-8				
PROPOSED LAND USE + ZONING:	Recreation + REC				
EXISTING USES ON SITE:	Vacant				
PROPERTY SIZE:	00-00-31-1800-0180-0040 – 0.15 Acres 00-00-31-1800-0302-0000 – 1.34 Acres				
ENVIRONMENTAL CHARACTERISTICS:	<u>Flood zone</u>	<u>Potential Wetlands</u>	<u>Avg. Topography</u>	<u>Soil Type</u>	<u>Coastal Upland Protection Zone</u>
	X : Not SFHA	No	15'	Urban Land	No
ADJACENT PROPERTIES:	<u>Direction</u>	<u>Existing Use(s)</u>	<u>Year Built</u>	<u>Zoning</u>	<u>FLUM</u>
	North	Retail	1973	MU-8	8 th St. MU
	South	County	-	-	-
	East	Vacant	-	MU-8	8 th St. MU
	West	Warehouse	1947	I-1	Industrial
APPLICABLE COMPREHENSIVE PLAN POLICIES:	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering); 1.07.15 (conservation land use category); Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands); 6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) Reference: www.fbfl.us/Compplan				
APPLICABLE LAND	2.00.03 (Establishment of district boundary);				



STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

DEVELOPMENT CODE SECTIONS:	2.01.20 (CON zoning district); 4.05.00 (Landscaping, Buffers, and Tree Protection); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) Reference: www.fbfl.us/LDC
STAFF RECOMMENDATION:	Staff finds the requested amendments to be sufficiently compliant with the Comprehensive Plan, Land Development Code, and established City Commission Goal to increase conservation land use and zoning acreage. Staff recommends approval of the request.

Submitted by:

A handwritten signature in blue ink that reads "Kelly N. Gibson".

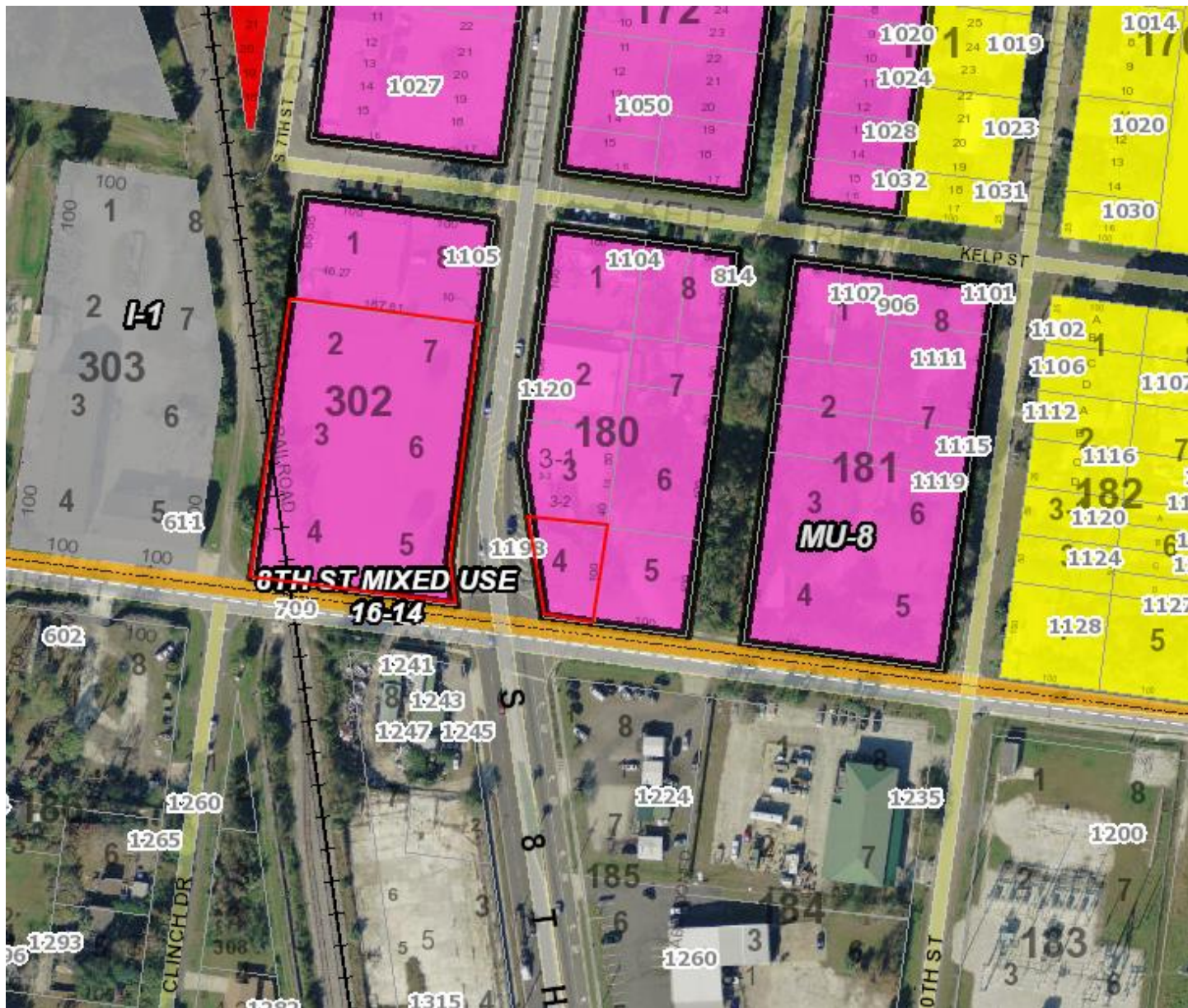
Kelly N. Gibson, AICP
Director





STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

CURRENT LAND USE AND ZONING





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STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

TOPOGRAPHY



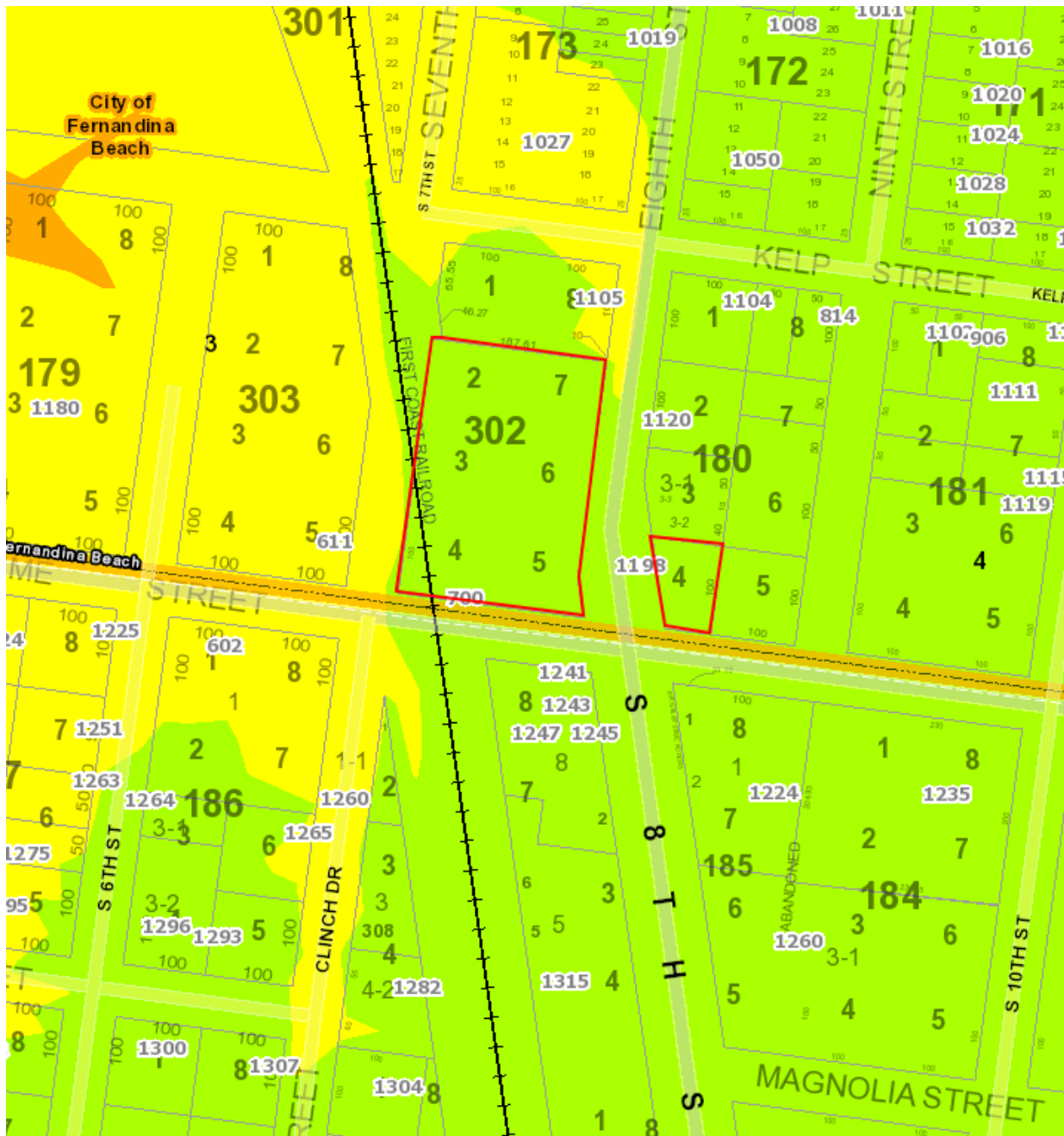


This aerial map displays a residential neighborhood in Fernandina Beach, Florida. The map is oriented with North at the top. A yellow dashed line runs horizontally across the middle of the map, labeled "Fernandina Beach". A black dashed line runs vertically through the center, labeled "CLINCH DR". Several streets are labeled: "S 5TH ST" on the left, "S 6TH ST" on the left, "S 7TH ST" at the top, "S 8TH ST" on the right, "S 9TH ST" on the right, and "S 10TH ST" on the right. Numerous property lots are outlined and numbered. Two lots are highlighted with red borders: lot 302, which is a large green lot, and lot 1193, which is a smaller lot. Other lots are numbered with various numbers, including 1180, 1105, 1104, 1107, 1106, 1101, 1102, 1103, 1104, 1105, 1106, 1107, 1108, 1109, 1110, 1111, 1112, 1113, 1114, 1115, 1116, 1117, 1118, 1119, 1120, 1121, 1122, 1123, 1124, 1125, 1126, 1127, 1128, 1129, 1130, 1131, 1132, 1133, 1134, 1135, 1136, 1137, 1138, 1139, 1140, 1141, 1142, 1143, 1144, 1145, 1146, 1147, 1148, 1149, 1150, 1151, 1152, 1153, 1154, 1155, 1156, 1157, 1158, 1159, 1160, 1161, 1162, 1163, 1164, 1165, 1166, 1167, 1168, 1169, 1170, 1171, 1172, 1173, 1174, 1175, 1176, 1177, 1178, 1179, 1180, 1181, 1182, 1183, 1184, 1185, 1186, 1187, 1188, 1189, 1190, 1191, 1192, 1193, 1194, 1195, 1196, 1197, 1198, 1199, 1200, 1201, 1202, 1203, 1204, 1205, 1206, 1207, 1208, 1209, 1210, 1211, 1212, 1213, 1214, 1215, 1216, 1217, 1218, 1219, 1220, 1221, 1222, 1223, 1224, 1225, 1226, 1227, 1228, 1229, 1230, 1231, 1232, 1233, 1234, 1235, 1236, 1237, 1238, 1239, 1240, 1241, 1242, 1243, 1244, 1245, 1246, 1247, 1248, 1249, 1250, 1251, 1252, 1253, 1254, 1255, 1256, 1257, 1258, 1259, 1260, 1261, 1262, 1263, 1264, 1265, 1266, 1267, 1268, 1269, 1270, 1271, 1272, 1273, 1274, 1275, 1276, 1277, 1278, 1279, 1280, 1281, 1282, 1283, 1284, 1285, 1286, 1287, 1288, 1289, 1290, 1291, 1292, 1293, 1294, 1295, 1296, 1297, 1298, 1299, 1300, 1301, 1302, 1303, 1304, 1305, 1306, 1307, 1308, 1309, 1310, 1311, 1312, 1313, 1314, 1315, 1316, 1317, 1318, 1319, 1320, 1321, 1322, 1323, 1324, 1325, 1326, 1327, 1328, 1329, 1330, 1331, 1332, 1333, 1334, 1335, 1336, 1337, 1338, 1339, 1340, 1341, 1342, 1343, 1344, 1345, 1346, 1347, 1348, 1349, 1350, 1351, 1352, 1353, 1354, 1355, 1356, 1357, 1358, 1359, 1360, 1361, 1362, 1363, 1364, 1365, 1366, 1367, 1368, 1369, 1370, 1371, 1372, 1373, 1374, 1375, 1376, 1377, 1378, 1379, 1380, 1381, 1382, 1383, 1384, 1385, 1386, 1387, 1388, 1389, 1390, 1391, 1392, 1393, 1394, 1395, 1396, 1397, 1398, 1399, 1400, 1401, 1402, 1403, 1404, 1405, 1406, 1407, 1408, 1409, 1410, 1411, 1412, 1413, 1414, 1415, 1416, 1417, 1418, 1419, 1420, 1421, 1422, 1423, 1424, 1425, 1426, 1427, 1428, 1429, 1430, 1431, 1432, 1433, 1434, 1435, 1436, 1437, 1438, 1439, 1440, 1441, 1442, 1443, 1444, 1445, 1446, 1447, 1448, 1449, 1450, 1451, 1452, 1453, 1454, 1455, 1456, 1457, 1458, 1459, 1460, 1461, 1462, 1463, 1464, 1465, 1466, 1467, 1468, 1469, 1470, 1471, 1472, 1473, 1474, 1475, 1476, 1477, 1478, 1479, 1480, 1481, 1482, 1483, 1484, 1485, 1486, 1487, 1488, 1489, 1490, 1491, 1492, 1493, 1494, 1495, 1496, 1497, 1498, 1499, 1500, 1501, 1502, 1503, 1504, 1505, 1506, 1507, 1508, 1509, 1510, 1511, 1512, 1513, 1514, 1515, 1516, 1517, 1518, 1519, 1520, 1521, 1522, 1523, 1524, 1525, 1526, 1527, 1528, 1529, 1530, 1531, 1532, 1533, 1534, 1535, 1536, 1537, 1538, 1539, 1540, 1541, 1542, 1543, 1544, 1545, 1546, 1547, 1548, 1549, 1550, 1551, 1552, 1553, 1554, 1555, 1556, 1557, 1558, 1559, 1560, 1561, 1562, 1563, 1564, 1565, 1566, 1567, 1568, 1569, 1570, 1571, 1572, 1573, 1574, 1575, 1576, 1577, 1578, 1579, 1580, 1581, 1582, 1583, 1584, 1585, 1586, 1587, 1588, 1589, 1590, 1591, 1592, 1593, 1594, 1595, 1596, 1597, 1598, 1599, 1600, 1601, 1602, 1603, 1604, 1605, 1606, 1607, 1608, 1609, 1610, 1611, 1612, 1613, 1614, 1615, 1616, 1617, 1618, 1619, 1620, 1621, 1622, 1623, 1624, 1625, 1626, 1627, 1628, 1629, 1630, 1631, 1632, 1633, 1634, 1635, 1636, 1637, 1638, 1639, 1640, 1641, 1642, 1643, 1644, 1645, 1646, 1647, 1648, 1649, 1650, 1651, 1652, 1653, 1654, 1655, 1656, 1657, 1658, 1659, 1660, 1661, 1662, 1663, 1664, 1665, 1666, 1667, 1668, 1669, 1670, 1671, 1672, 1673, 1674, 1675, 1676, 1677, 1678, 1679, 1680, 1681, 1682, 1683, 1684, 1685, 1686, 1687, 1688, 1689, 1690, 1691, 1692, 1693, 1694, 1695, 1696, 1697, 1698, 1699, 1700, 1701, 1702, 1703, 1704, 1705, 1706, 1707, 1708, 1709, 1710, 1711, 1712, 1713, 1714, 1715, 1716, 1717, 1718, 1719, 1720, 1721, 1722, 1723, 1724, 1725, 1726, 1727, 17



STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

STORM SURGE ZONE (COASTAL HIGH HAZARD AREA DEFINED AS CATEGORY 1 ZONE)





STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

APPLICATION FOR FUTURE LAND USE MAP + ZONING AMENDMENTS
CITY OWNED PARCELS

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

APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:	00-00-31-128A-0010-0000 00-00-31-128A-OPRK-0000 CITY OF EERNANDINA BEACH				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change (In accordance with action directed under Ord. 2019-05)				
LOCATION AND DESCRIPTION OF SITE:	ILAN CIRCLE – Vacant and Vacant with Utilities				
CURRENT LAND USE + ZONING:	Low Density Residential (LDR) and R-1 Zoning				
PROPOSED LAND USE + ZONING:	Conservation + CON				
EXISTING USES ON SITE:	Vacant/ Undisturbed				
PROPERTY SIZE:	00-00-31-128A-0010-0000: 0.41 acres 00-00-31-128A-OPRK-0000: 0.14 acres				
ENVIRONMENTAL CHARACTERISTICS:	<u>Flood zone</u>	<u>Potential Wetlands</u>	<u>Avg. Topography</u>	<u>Soil Type</u>	<u>Coastal Upland Protection Zone</u>
	X	NO	12-22 FT	FINE SANDS	NO
ADJACENT PROPERTIES:	<u>Direction</u>	<u>Existing Use(s)</u>	<u>Year Built</u>	<u>Zoning</u>	<u>FLUM</u>
	North	SF Homes	Varies	R-1	Low Density Residential (LDR)
	South	"	"	"	"
	East	"	"	"	"
	West	"	"	"	"
APPLICABLE COMPREHENSIVE PLAN POLICIES:	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering); 1.07.15 (conservation land use category); Objective 5.10 (Wildlife Planning) and specific policies 5.10.01, 5.10.02, 5.10.05; Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands) Reference: www.fbfl.us/Compplan				
APPLICABLE LAND	2.00.03 (Establishment of district boundary);				



STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

DEVELOPMENT CODE SECTIONS:	2.01.20 (CON zoning district); 4.05.00 (Landscaping, Buffers, and Tree Protection); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) Reference: www.fbfl.us/LDC
STAFF RECOMMENDATION:	Staff finds the requested amendments to be sufficiently compliant with the Comprehensive Plan, Land Development Code, and established City Commission Goal to increase conservation land use and zoning acreage. Staff recommends approval of the request.

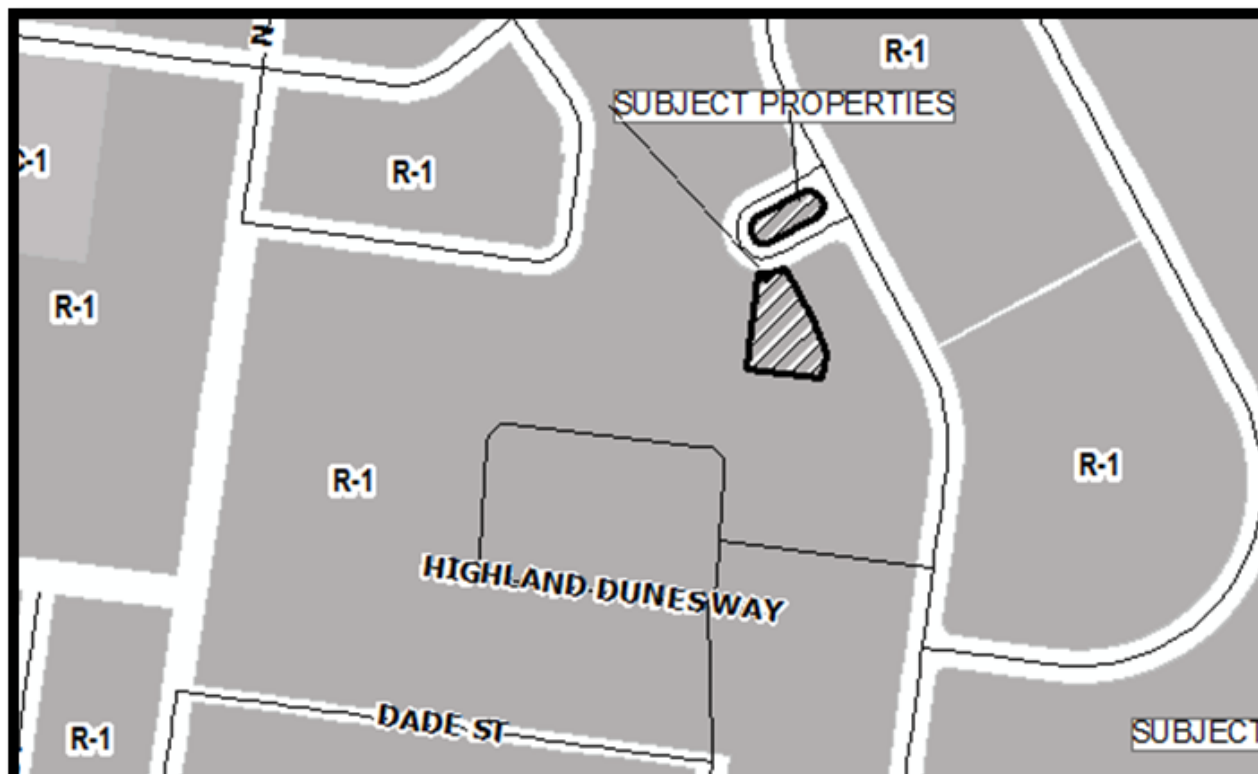
A handwritten signature in blue ink that reads "Kelly N. Gibson".

Kelly N. Gibson, AICP
Director



STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

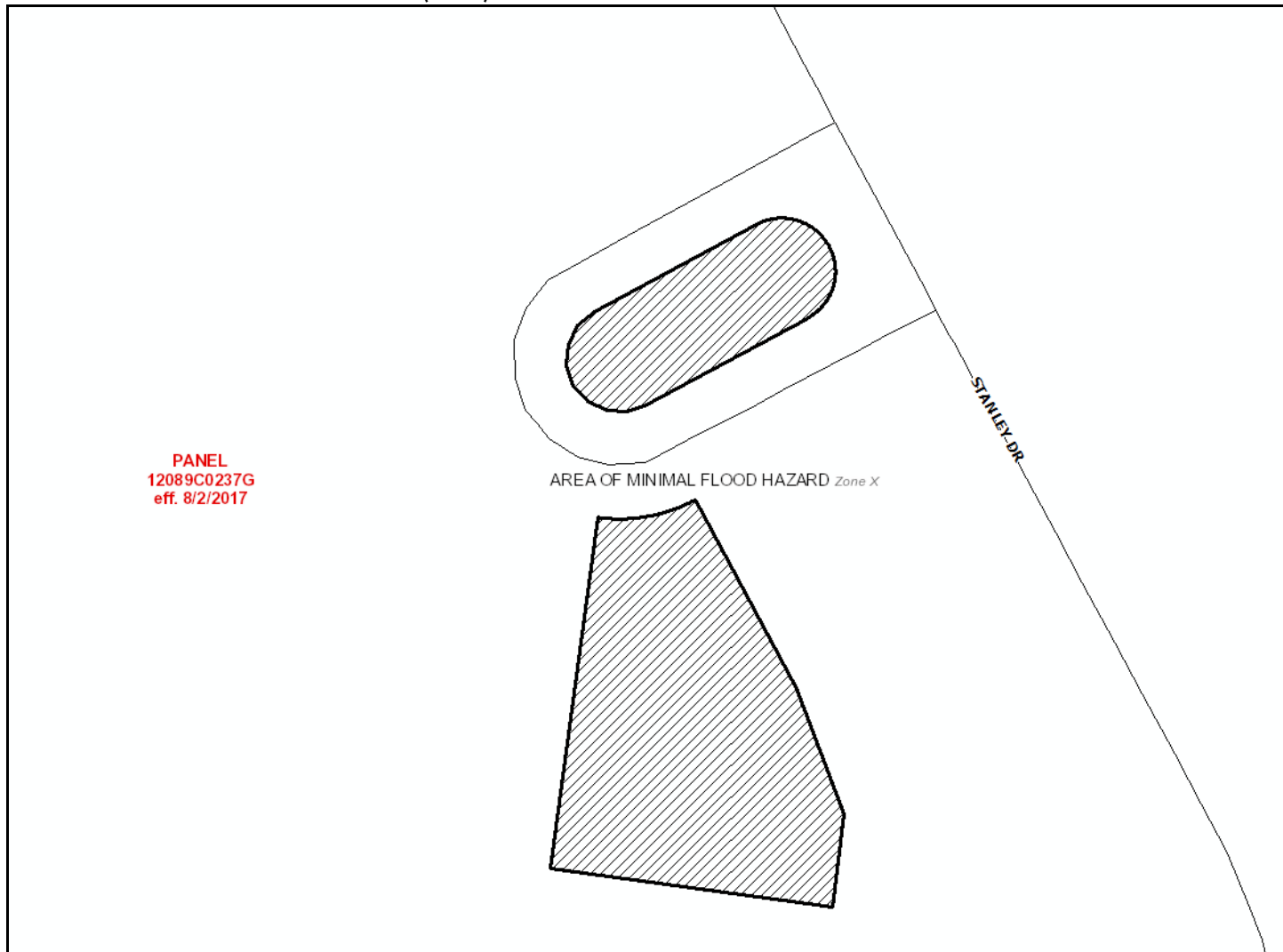
MAP OF PROPERTY BOUNDARIES AND EXISTING LAND USE MAP DESIGNATION (LOW DENSITY RESIDENTIAL -LDR)
AND ZONING DISTRICT OF LOW DENSITY RESIDENTIAL (R-1)





STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

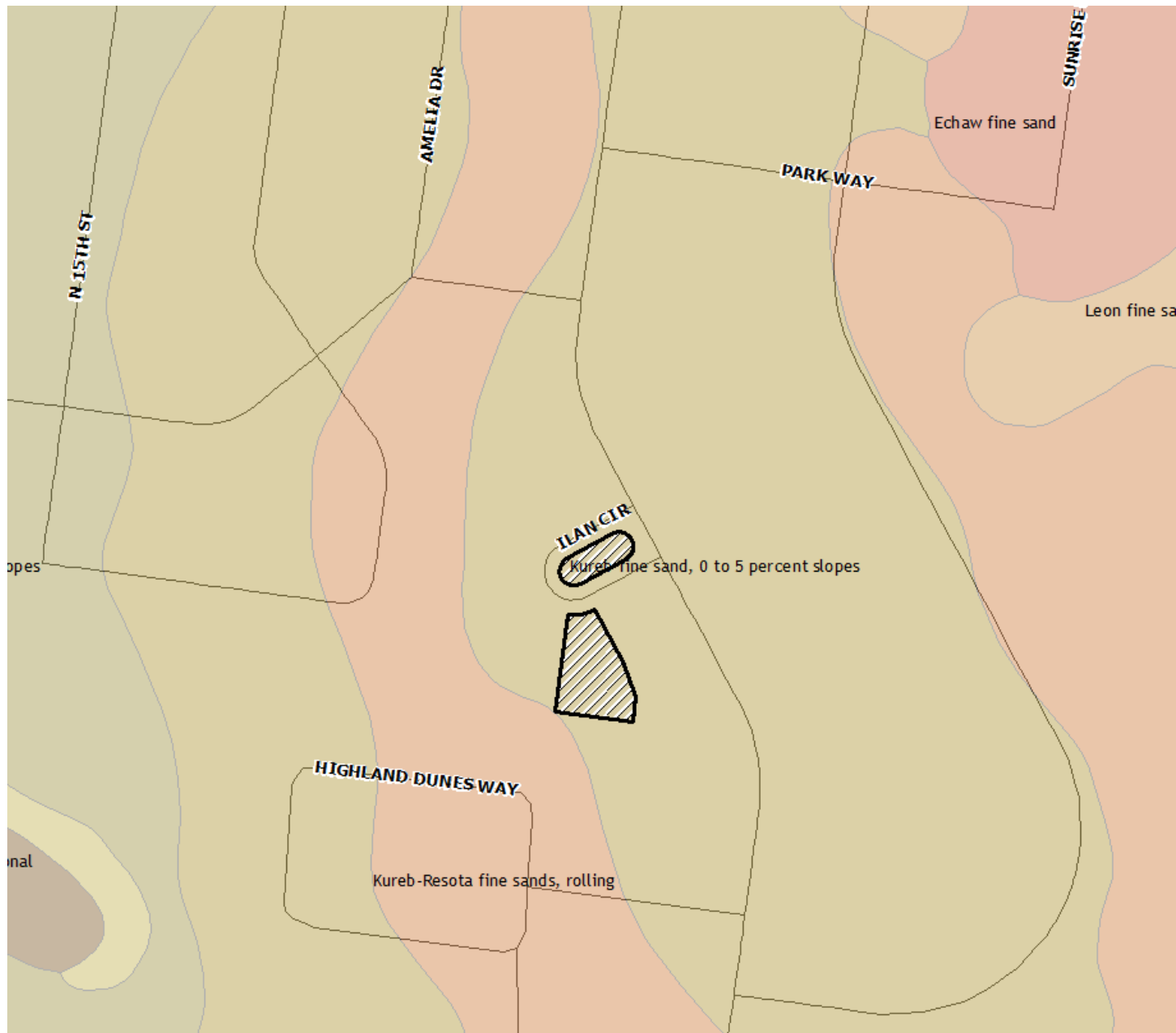
FEMA FLOOD INSURANCE RATE MAP (FIRM) FLOODZONES



SOILS MAP



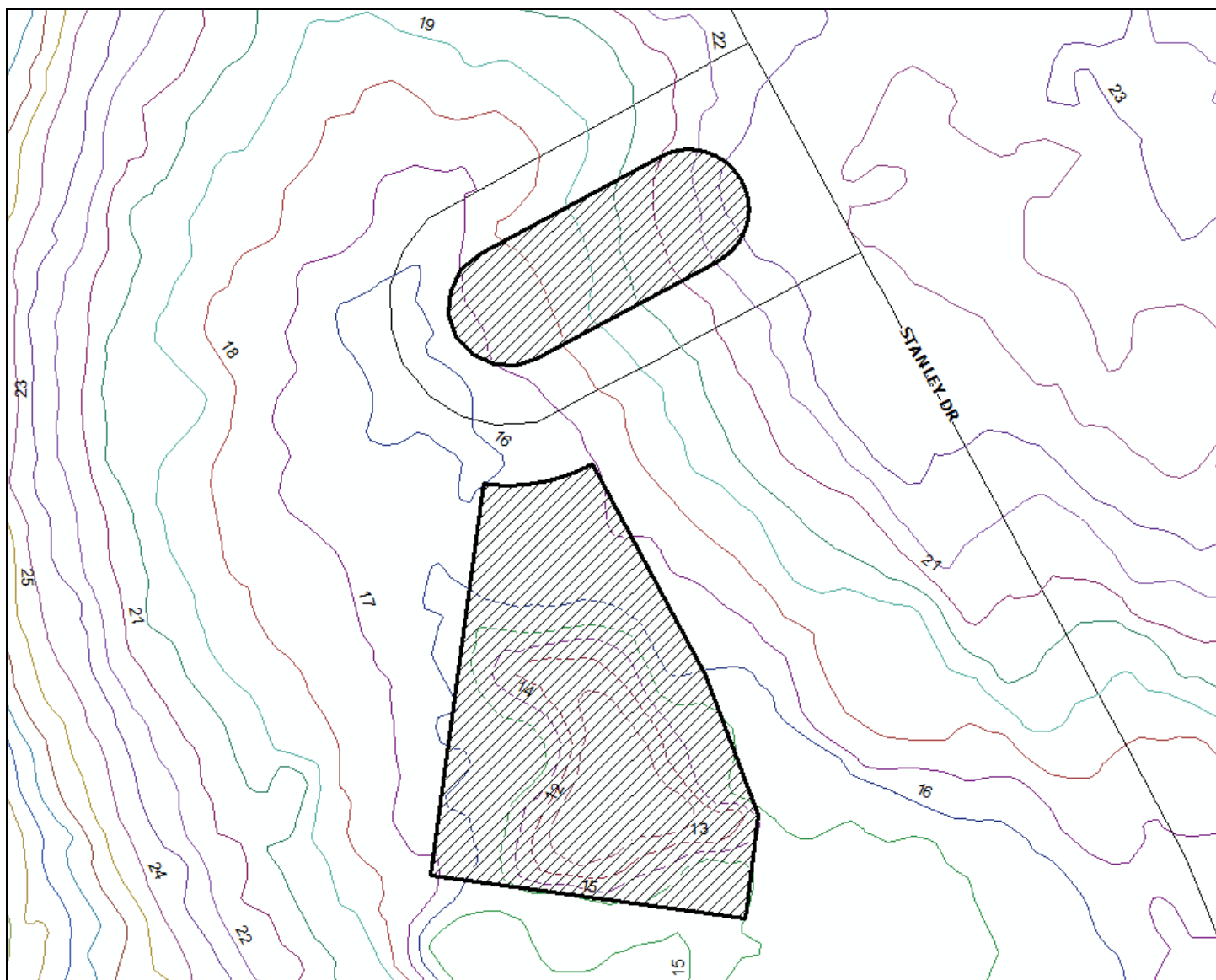
STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019





STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

TOPOGRAPHY MAP





STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

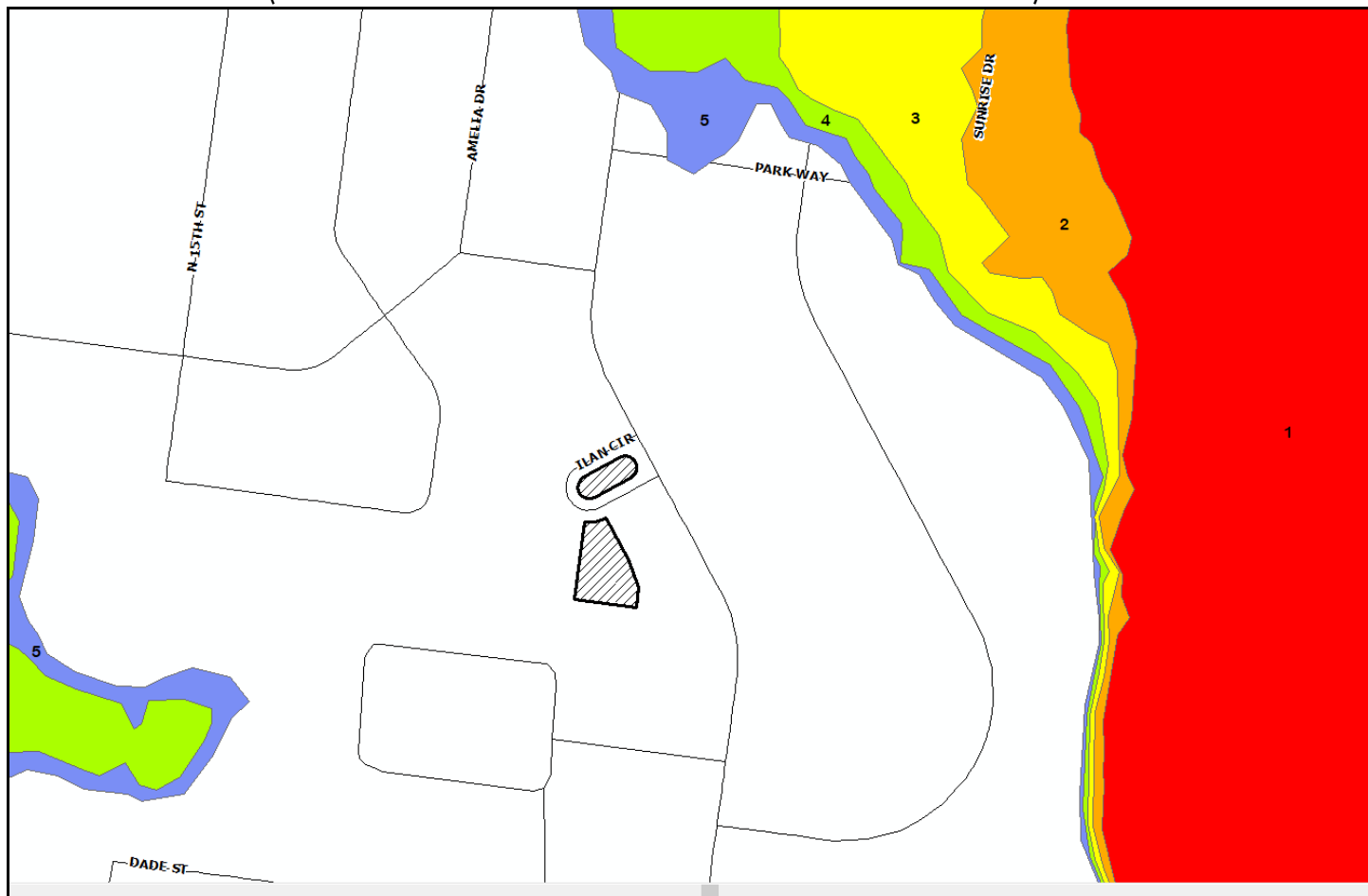
WETLANDS MAP





STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

STORM SURGE ZONE (COASTAL HIGH HAZARD AREA DEFINED AS CATEGORY 1 ZONE) MAP





STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

APPLICATION FOR FUTURE LAND USE MAP + ZONING AMENDMENTS
CITY OWNED PARCELS

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

APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:	00-00-31-1680-0029-0050 AND CITY OF FERNANDINA BEACH 00-00-31-1680-0025-0070 AND CITY OF FERNANDINA BEACH				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change (In accordance with action directed under Ord. 2019-05)				
LOCATION AND DESCRIPTION OF SITE:	Matanzas & Ariana Avenue				
CURRENT LAND USE + ZONING:	Medium Density Residential + R-2				
PROPOSED LAND USE + ZONING:	Conservation + CON				
EXISTING USES ON SITE:	Vacant				
PROPERTY SIZE:	00-00-31-1680-0029-0050 - 0.36 Acres 00-00-31-1680-0025-0070 - 0.57 Acres				
ENVIRONMENTAL CHARACTERISTICS:	<u>Flood zone</u>	<u>Potential Wetlands</u>	<u>Avg. Topography</u>	<u>Soil Type</u>	<u>Coastal Upland Protection Zone</u>
	AE 6	Yes	Varies 18' to 3'	Fripp Fine Sand Rolling. Maurepas Muck.	Yes
ADJACENT PROPERTIES:	<u>Direction</u>	<u>Existing Use(s)</u>	<u>Year Built</u>	<u>Zoning</u>	<u>FLUM</u>
	North	Vacant	-	R-2	MDR
	South	Vacant	-	CON	CON
	East	Residential	2002	R-2	MDR
	West	Golf Course	-	R-1	LDR
APPLICABLE COMPREHENSIVE PLAN POLICIES:	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering); 1.07.15 (conservation land use category); Objective 5.08 (Wetlands Protection and Preservation) and all policy statements which follow; Objective 5.10 (Wildlife Planning) and specific policies 5.10.01, 5.10.02, 5.10.05 5.14.09 (development standards for environmentally sensitive and conservation lands);				



STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

	Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands); 6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) Reference: www.fbfl.us/Compplan
APPLICABLE LAND DEVELOPMENT CODE SECTIONS:	2.00.03 (Establishment of district boundary); 2.01.20 (CON zoning district); 3.02.06 (Land Uses within Areas of Special Flood Hazard); 3.03.00 (Wetland Protection); 4.05.00 (Landscaping, Buffers, and Tree Protection); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) Reference: www.fbfl.us/LDC
STAFF RECOMMENDATION:	Staff finds the requested amendments to be sufficiently compliant with the Comprehensive Plan, Land Development Code, and established City Commission Goal to increase conservation land use and zoning acreage. Staff recommends approval of the request.

Submitted by:

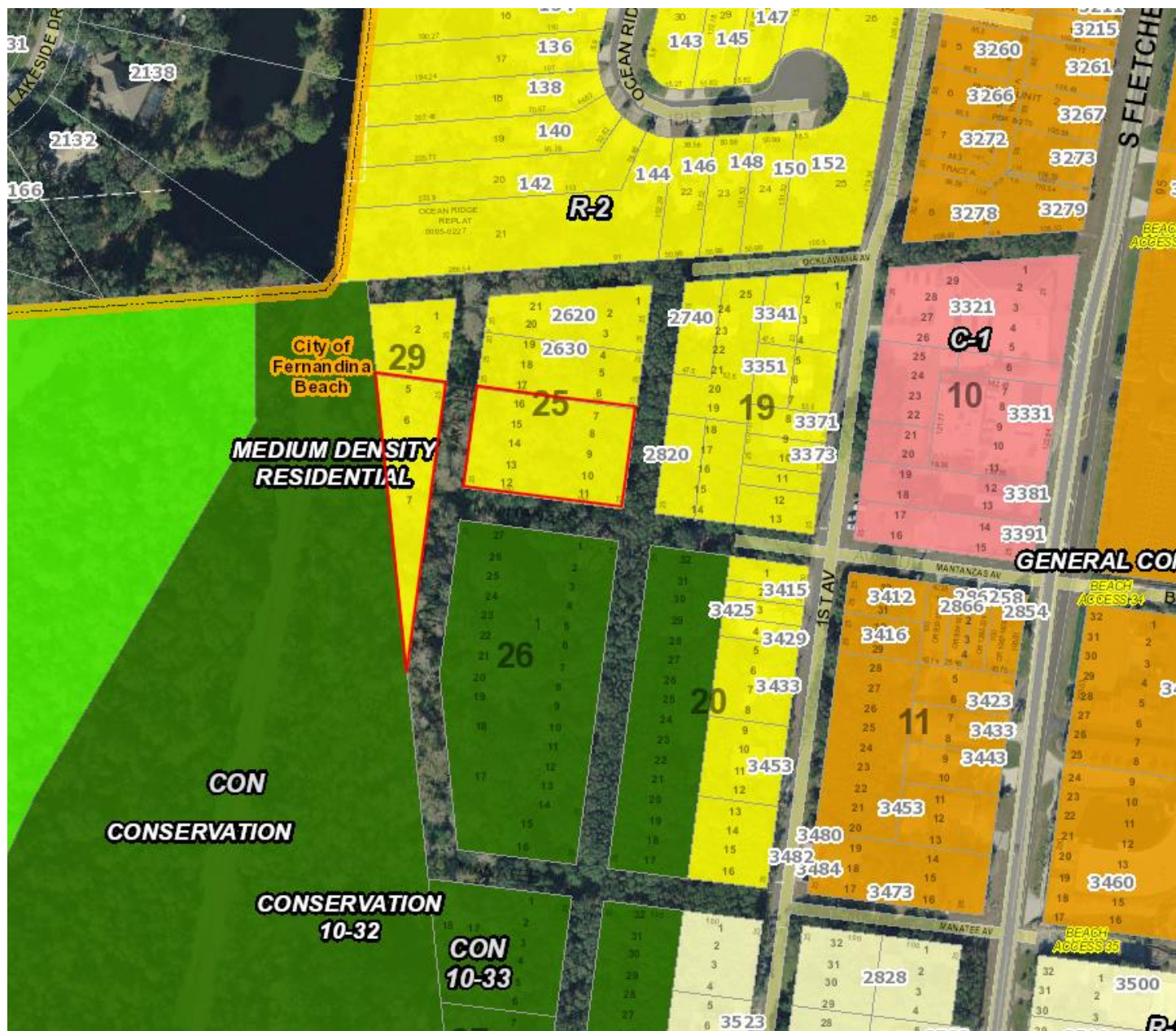
Kelly N. Gibson, AICP
Director





STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

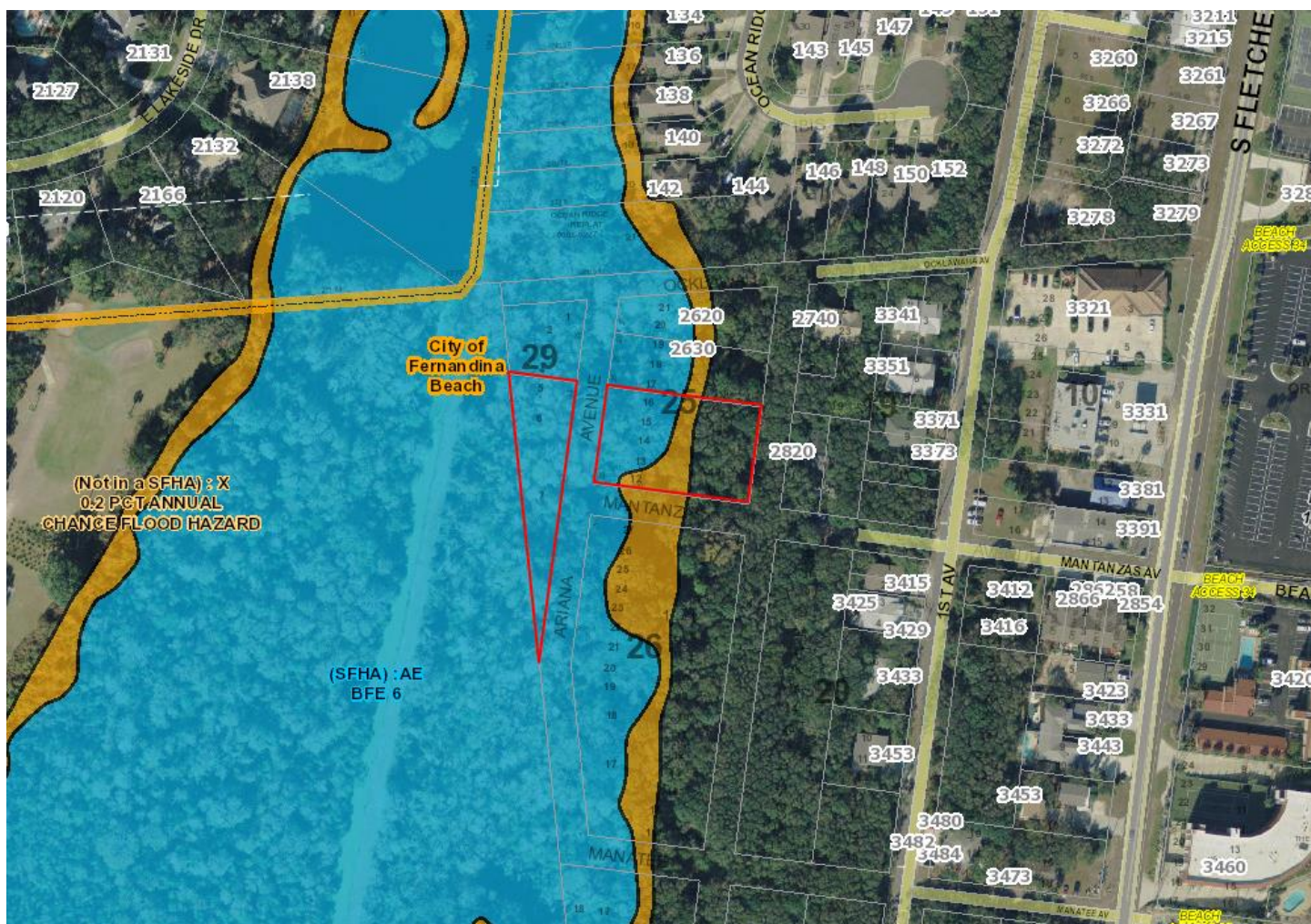
CURRENT LAND USE AND ZONING





STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

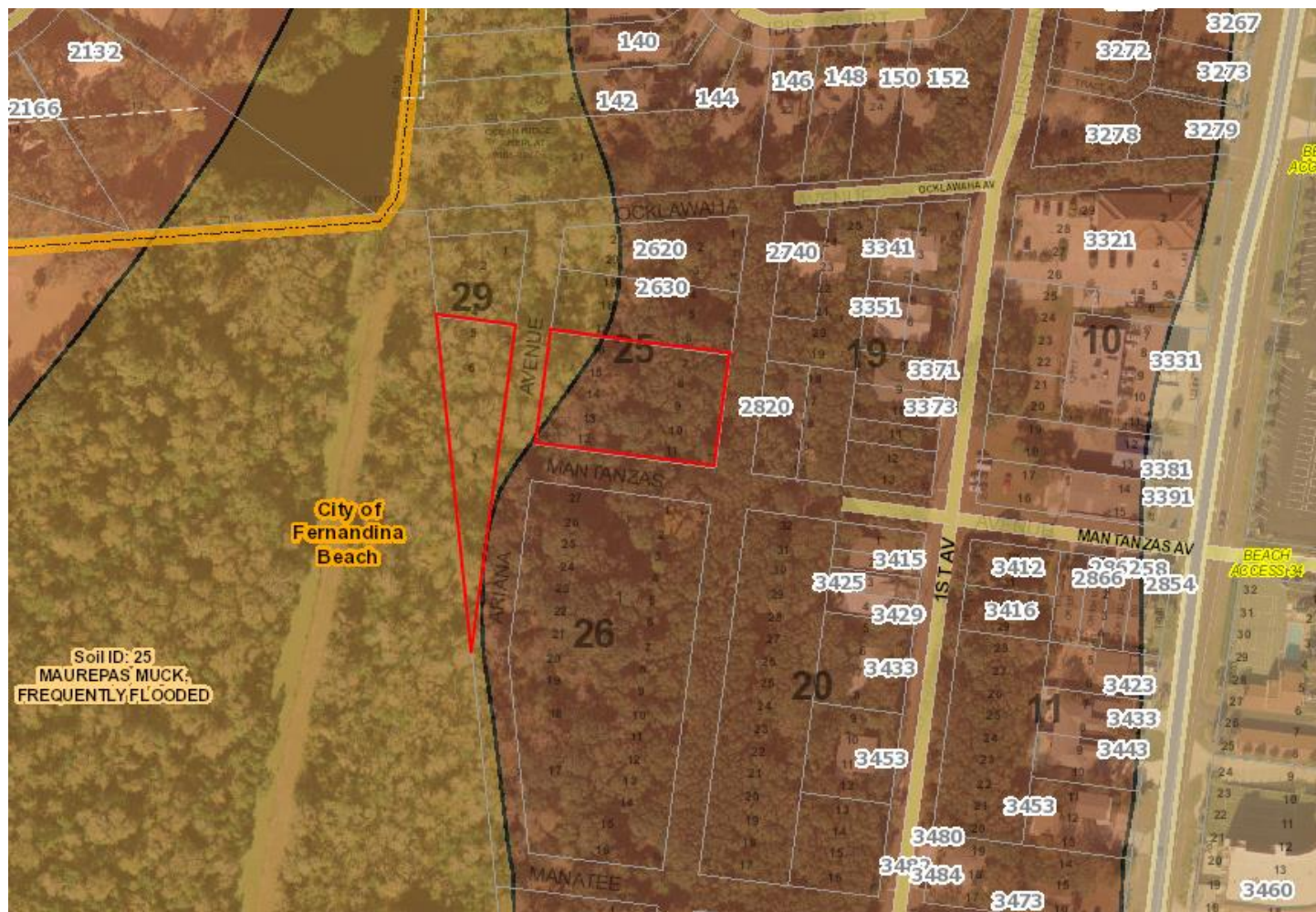
FLOODZONE





STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

SOILS

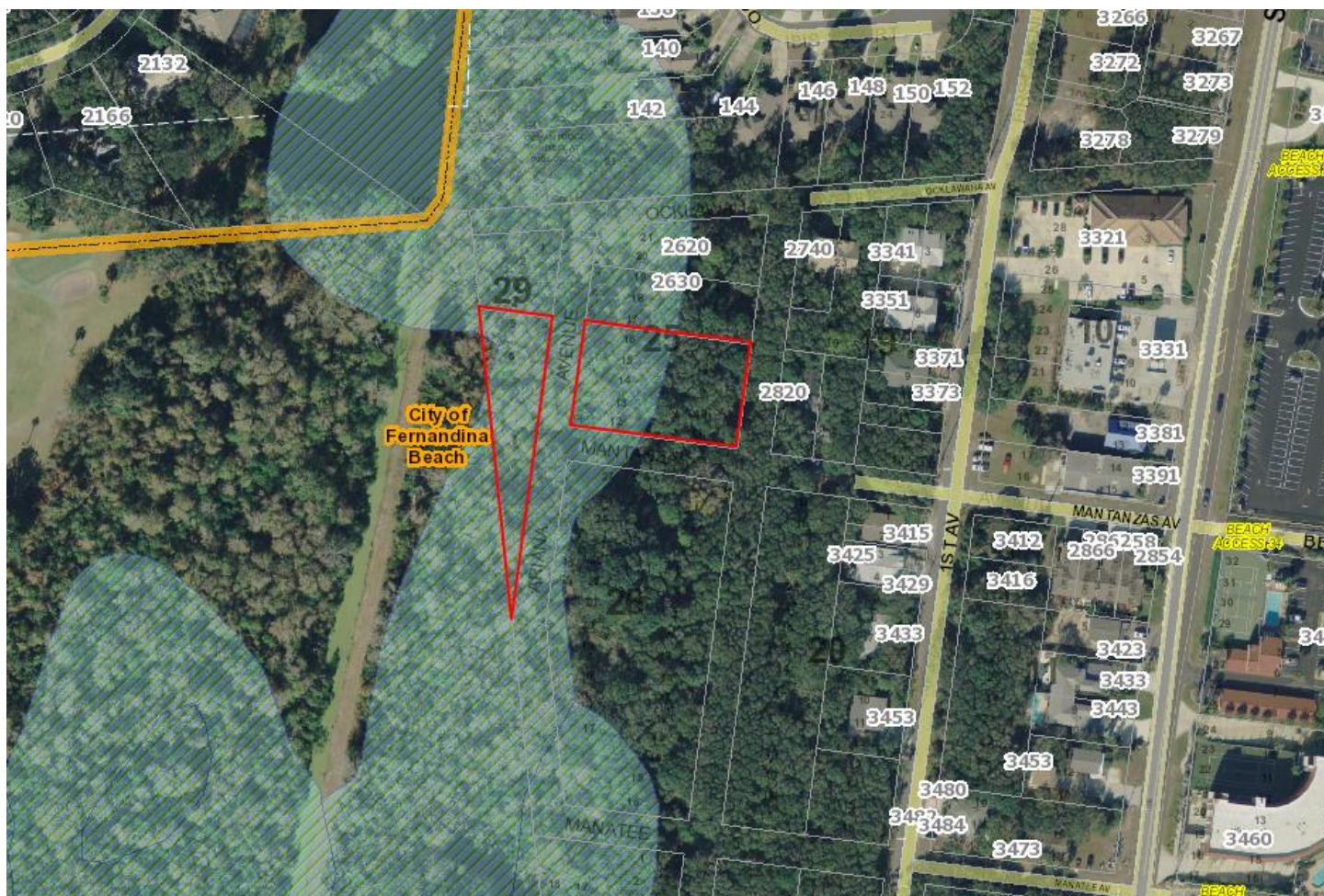


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STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

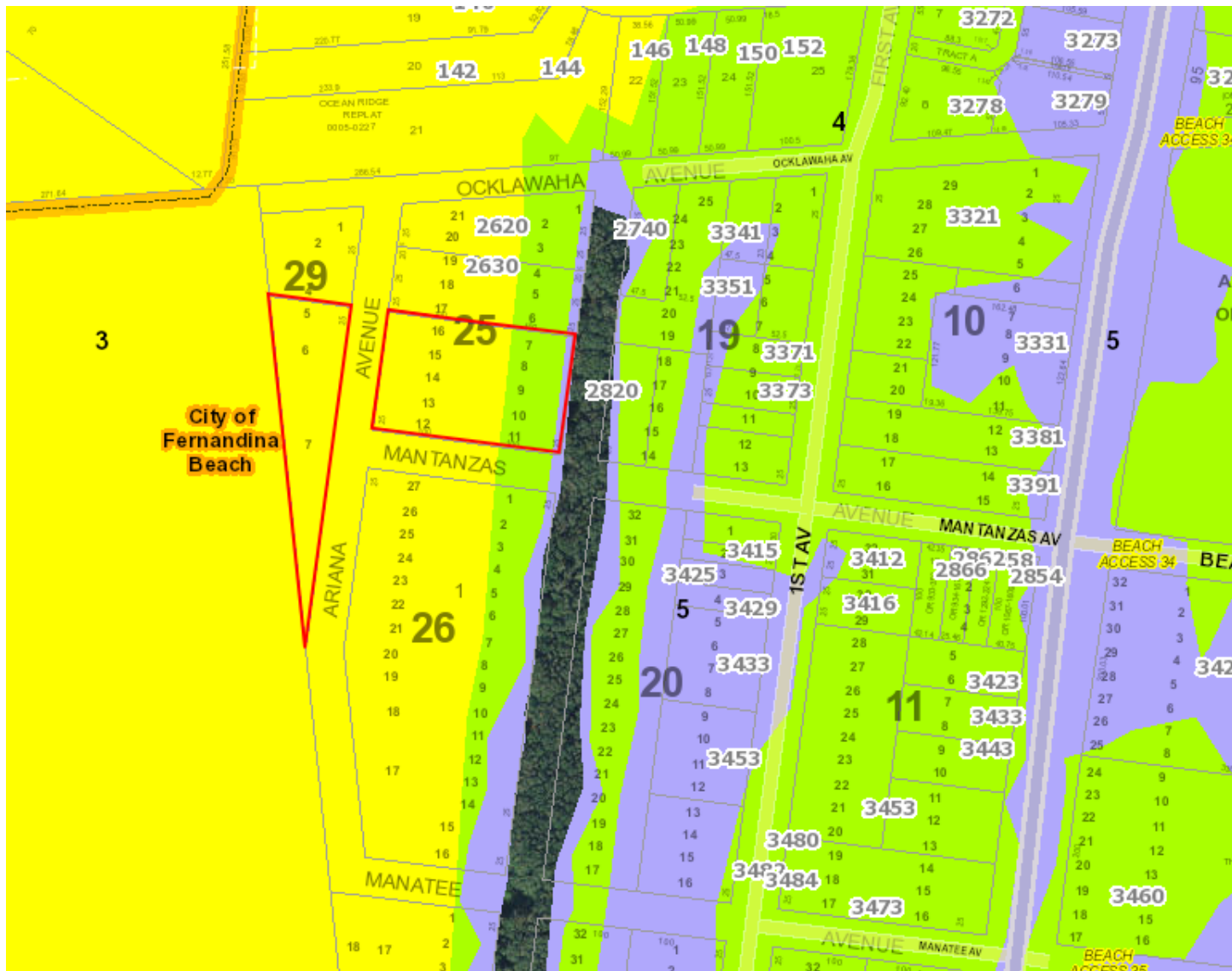
WETLANDS





STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

STORM SURGE ZONE (COASTAL HIGH HAZARD AREA DEFINED AS CATEGORY 1 ZONE)





STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

APPLICATION FOR FUTURE LAND USE MAP + ZONING AMENDMENTS
CITY OWNED PARCELS

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

APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:	11-3N-29-0000-0005-0000 CITY OF EERNANDINA BEACH				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change (In accordance with action directed under Ord. 2019-05)				
LOCATION AND DESCRIPTION OF SITE:	Historic Lighthouse and ancillary structures				
CURRENT LAND USE + ZONING:	Low Density Residential (LDR) and R-1 Zoning				
PROPOSED LAND USE + ZONING:	RECREATION + REC				
EXISTING USES ON SITE:	Vacant/ Undisturbed				
PROPERTY SIZE:	2.38 ACRES				
ENVIRONMENTAL CHARACTERISTICS:	<u>Flood zone</u>	<u>Potential Wetlands</u>	<u>Avg. Topography</u>	<u>Soil Type</u>	<u>Coastal Upland Protection Zone</u>
	AE TO X500	NO	60-2	VARIABLES	NONE
ADJACENT PROPERTIES:	<u>Direction</u>	<u>Existing Use(s)</u>	<u>Year Built</u>	<u>Zoning</u>	<u>FLUM</u>
	North	SF Homes	Varies	R-1	Low Density Residential (LDR)
	South	"	"	"	"
	East	"	"	"	"
	West	"	"	"	"
APPLICABLE COMPREHENSIVE PLAN POLICIES:	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering); 1.07.14 (Recreation land use category); Objective 5.08 (Wetlands Protection and Preservation) and all policy statements which follow; Objective 5.10 (Wildlife Planning) and specific policies 5.10.01, 5.10.02, 5.10.05 5.14.09 (development standards for environmentally sensitive and conservation lands); Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands) Objective 11.01 (Historic Resources)				



STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

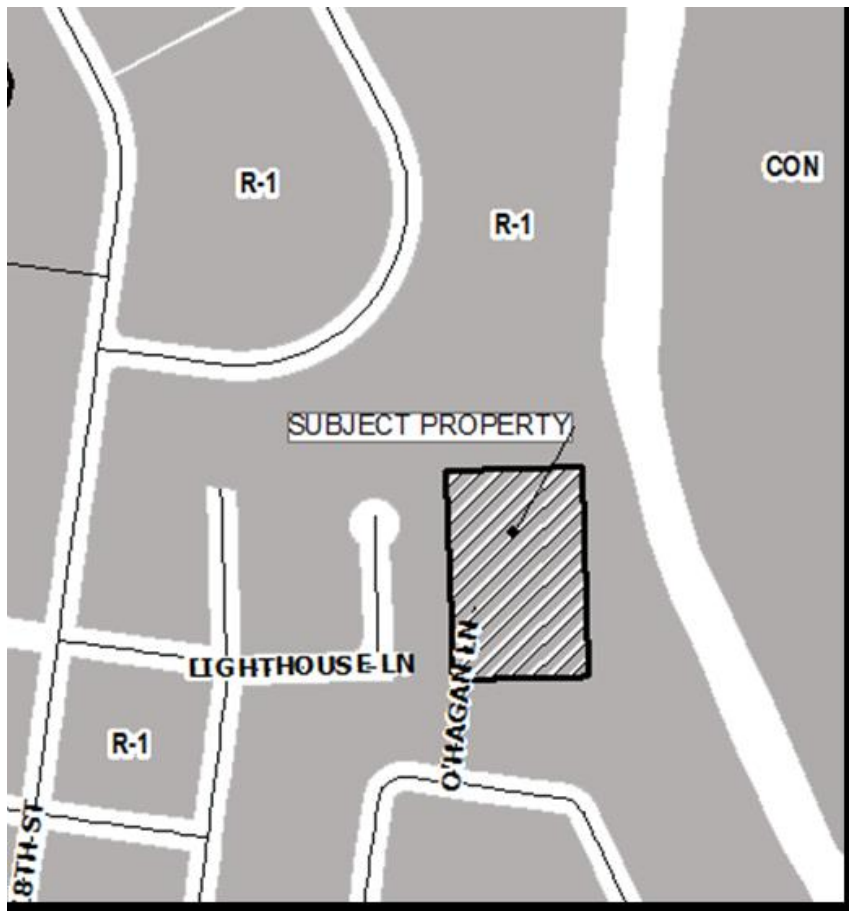
APPLICABLE LAND DEVELOPMENT CODE SECTIONS:	Reference: www.fbfl.us/Compplan 2.00.03 (Establishment of district boundary); 2.01.19 (REC zoning district); 3.02.06 (Land Uses within Areas of Special Flood Hazard); 3.03.00 (Wetland Protection); 4.05.00 (Landscaping, Buffers, and Tree Protection); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) Reference: www.fbfl.us/LDC
STAFF RECOMMENDATION:	Staff finds the requested amendments to be sufficiently compliant with the Comprehensive Plan, Land Development Code, and established City Commission Goal to increase conservation land use and zoning acreage. Staff recommends approval of the request.

Kelly N. Gibson, AICP
Director



STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

MAP OF PROPERTY BOUNDARIES AND EXISTING LAND USE MAP DESIGNATION (LOW DENSITY RESIDENTIAL -LDR)
AND ZONING DISTRICT OF LOW DENSITY RESIDENTIAL (R-1)





STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

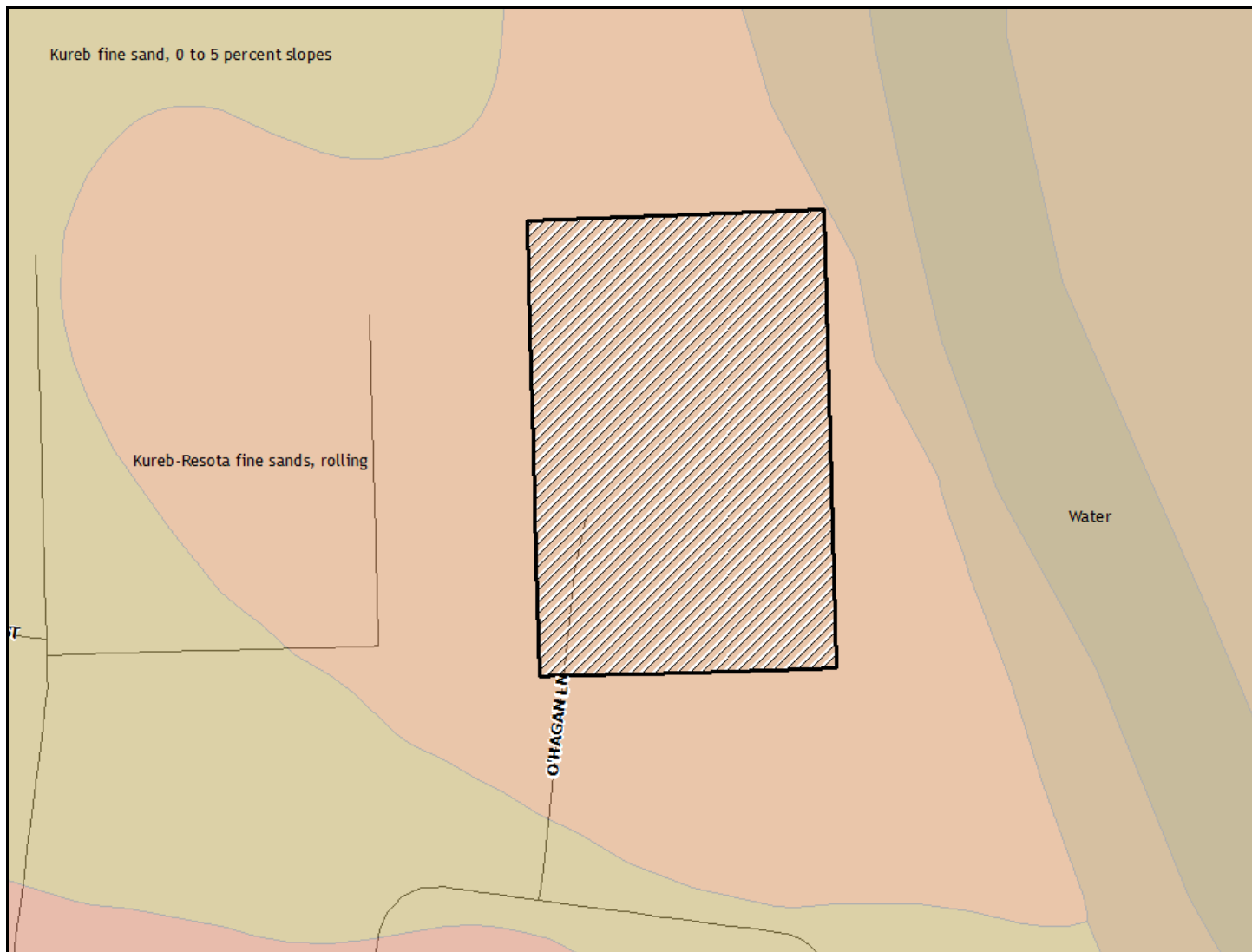
FEMA FLOOD INSURANCE RATE MAP (FIRM) FLOODZONES





STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

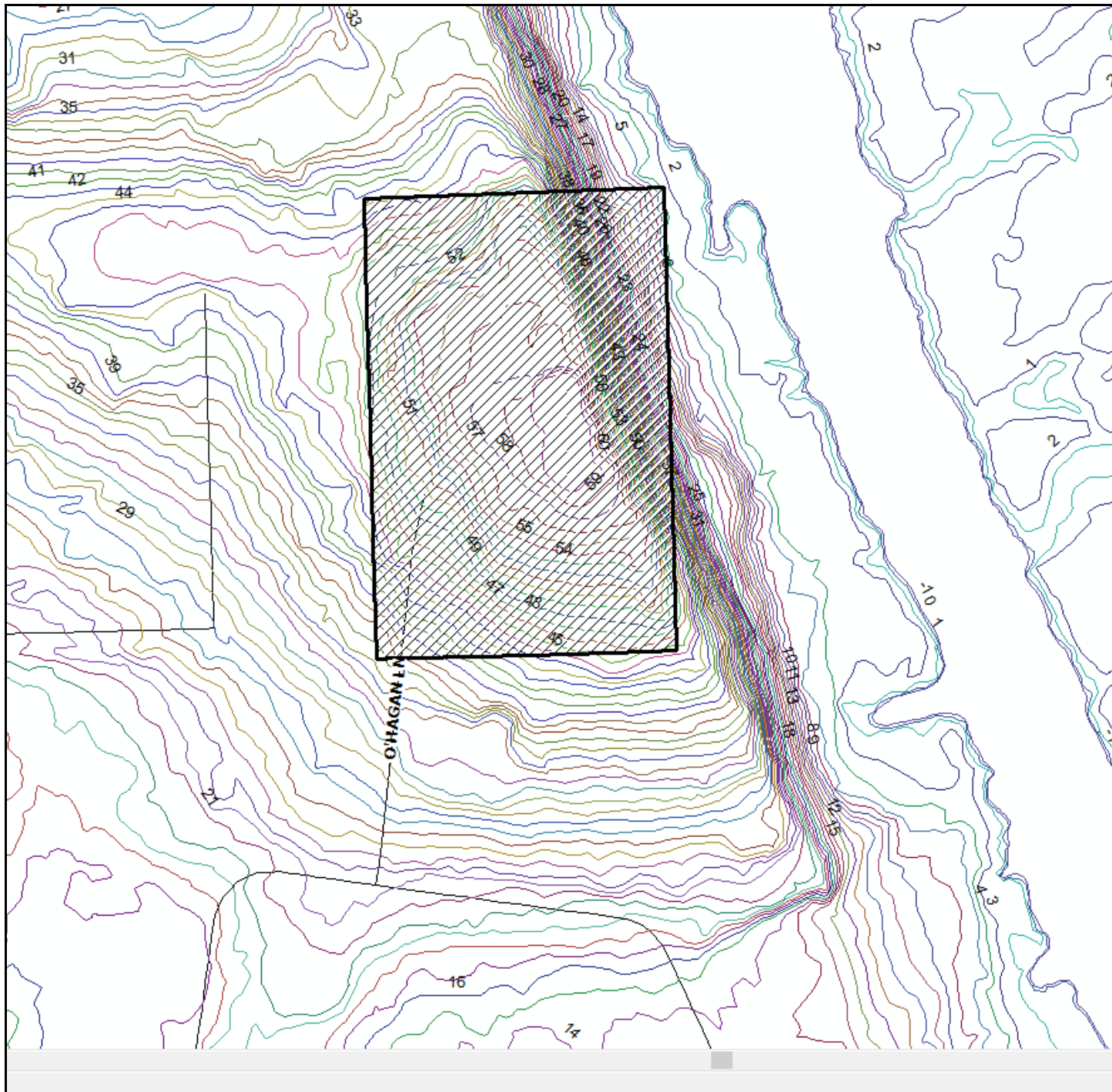
SOILS MAP





STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

TOPOGRAPHY MAP





STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

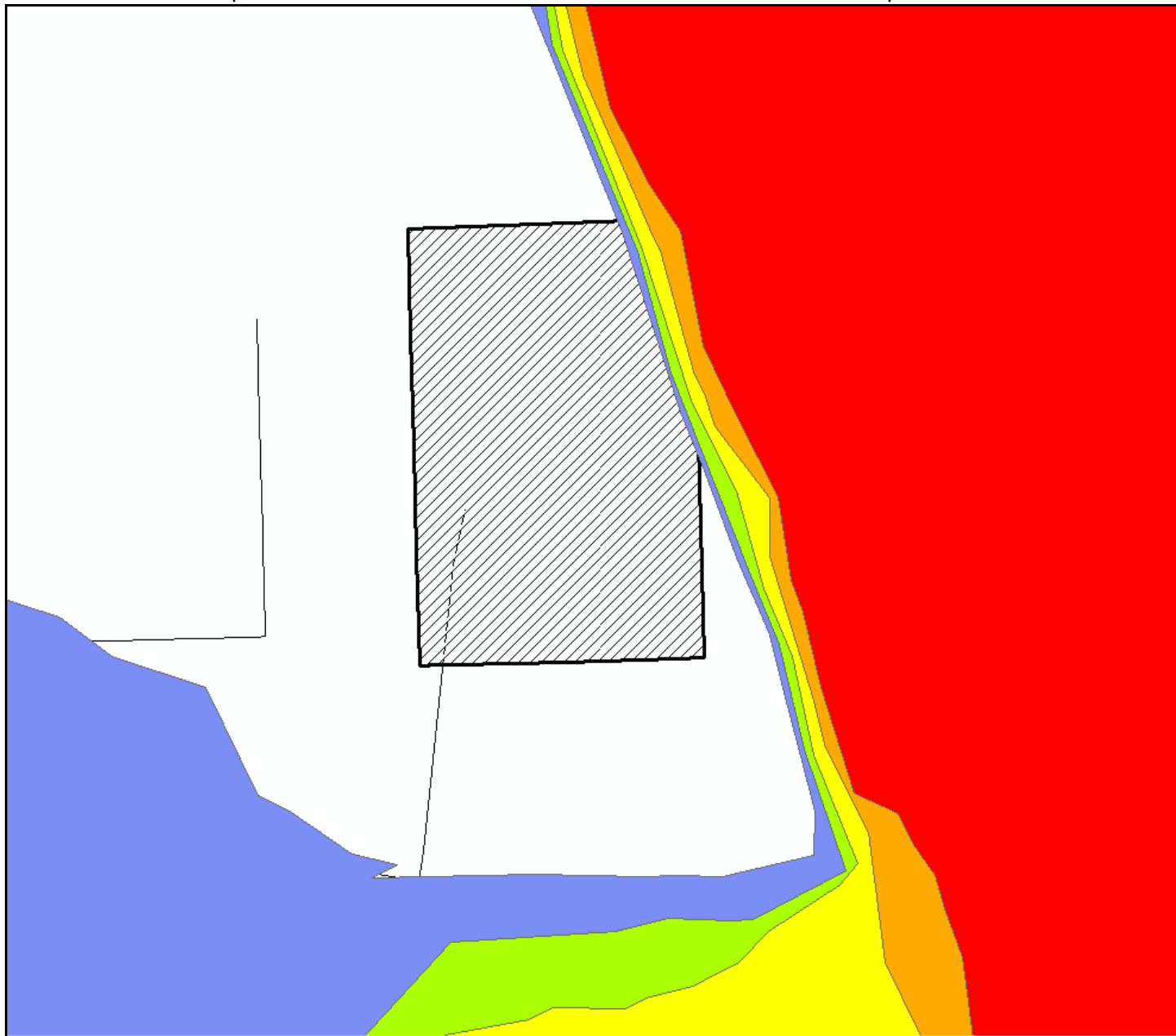
WETLANDS MAP





STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

STORM SURGE ZONE (COASTAL HIGH HAZARD AREA DEFINED AS CATEGORY 1 ZONE) MAP





STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

APPLICATION FOR FUTURE LAND USE MAP + ZONING AMENDMENTS
CITY OWNED PARCELS

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

APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:	00-00-31-1800-0167-0170 AND CITY OF FERNANDINA BEACH				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change (In accordance with action directed under Ord. 2019-05)				
LOCATION AND DESCRIPTION OF SITE:	South 9 th & Jasmine				
CURRENT LAND USE + ZONING:	8 th ST Mixed Use + MU-8				
PROPOSED LAND USE + ZONING:	Conservation + CON				
EXISTING USES ON SITE:	Vacant				
PROPERTY SIZE:	0.22 Acres				
ENVIRONMENTAL CHARACTERISTICS:	<u>Flood zone</u>	<u>Potential Wetlands</u>	<u>Avg. Topography</u>	<u>Soil Type</u>	<u>Coastal Upland Protection Zone</u>
	X : Not SFHA	No	16'	Echaw Fine Sand	No
ADJACENT PROPERTIES:	<u>Direction</u>	<u>Existing Use(s)</u>	<u>Year Built</u>	<u>Zoning</u>	<u>FLUM</u>
	North	SFH	1935	MU-8	8 th St. MU
	South	SFH	1945	MU-8	8 th St. MU
	East	Vacant	-	MU-8	8 th St. MU
	West	Repair Shop	1975	MU-8	8 th St. MU
APPLICABLE COMPREHENSIVE PLAN POLICIES:	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering); 1.07.15 (conservation land use category); Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands); 6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks); 10.06.01 (level of service for public schools) Reference: www.fbfl.us/Compplan				
APPLICABLE LAND DEVELOPMENT CODE	2.00.03 (Establishment of district boundary); 2.01.20 (CON zoning district);				



STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

SECTIONS:	4.05.00 (Landscaping, Buffers, and Tree Protection); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) Reference: www.fbfl.us/LDC
STAFF RECOMMENDATION:	Staff finds the requested amendments to be sufficiently compliant with the Comprehensive Plan, Land Development Code, and established City Commission Goal to increase conservation land use and zoning acreage. Staff recommends approval of the request.

Submitted by:

A handwritten signature in blue ink that reads "Kelly N. Gibson".

Kelly N. Gibson, AICP
Director



STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

PROPERTY BOUNDARY





STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

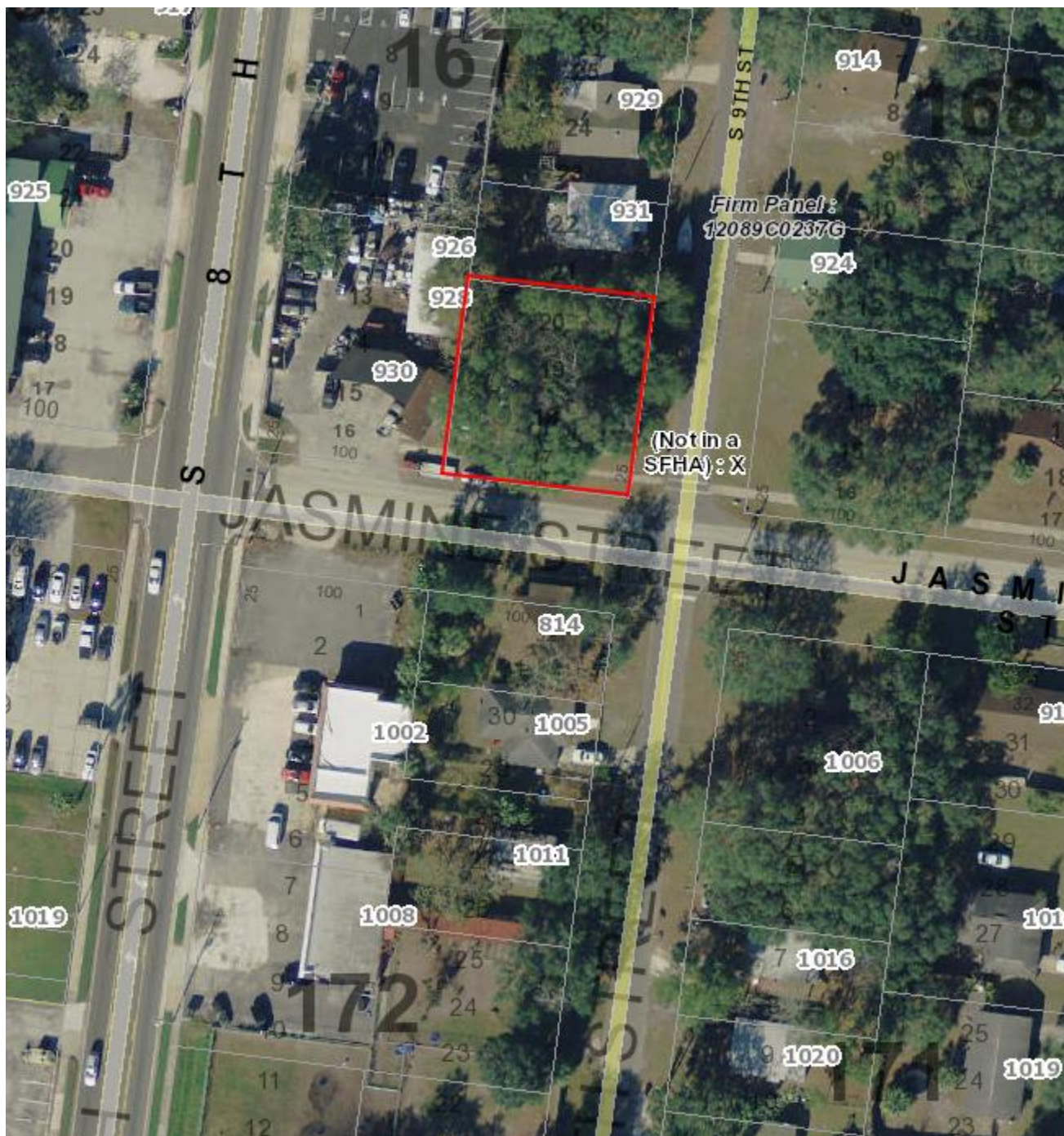
CURRENT LAND USE AND ZONING





STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

FLOODZONE – Not a SFHA





STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

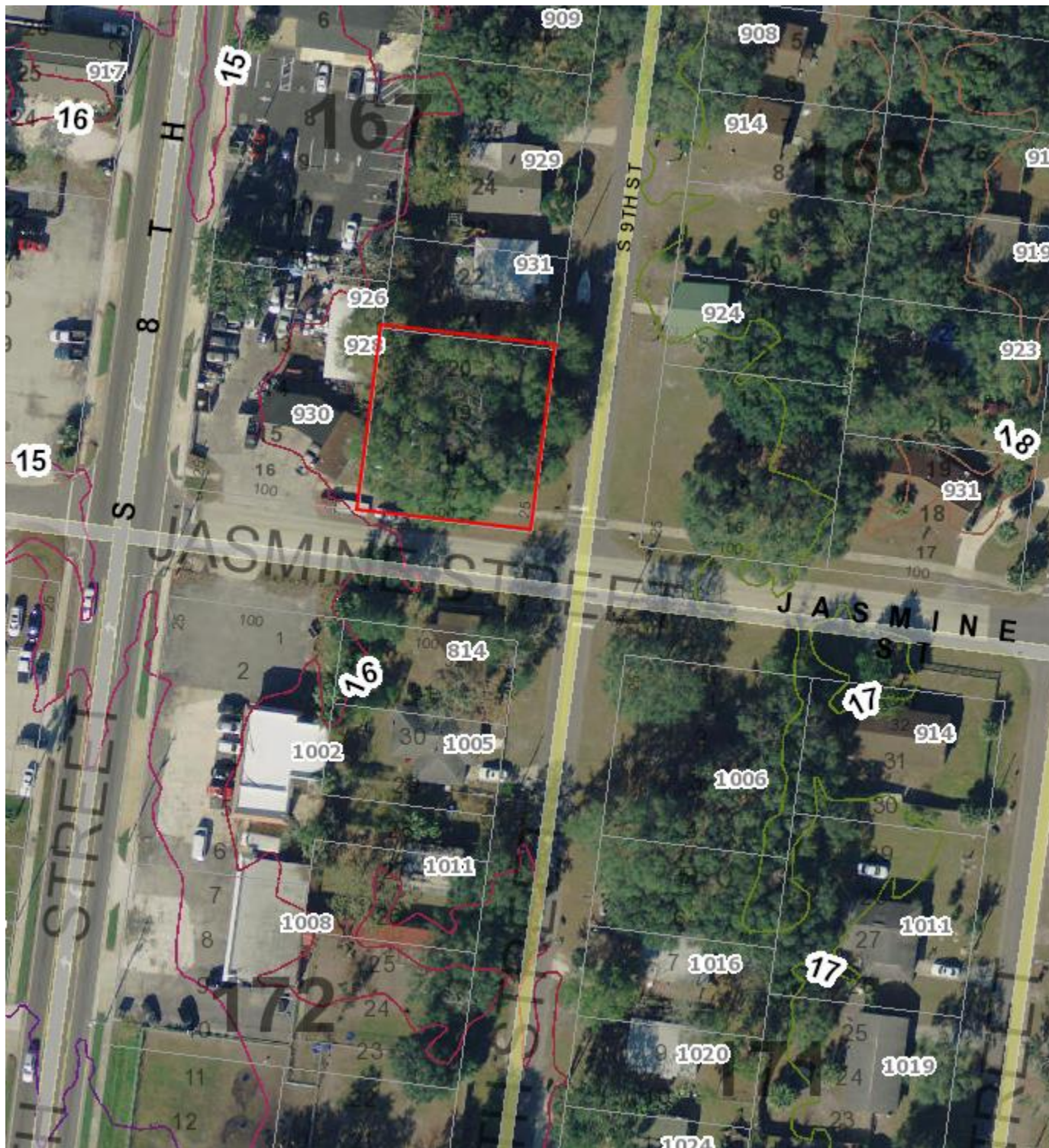
SOILS





STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

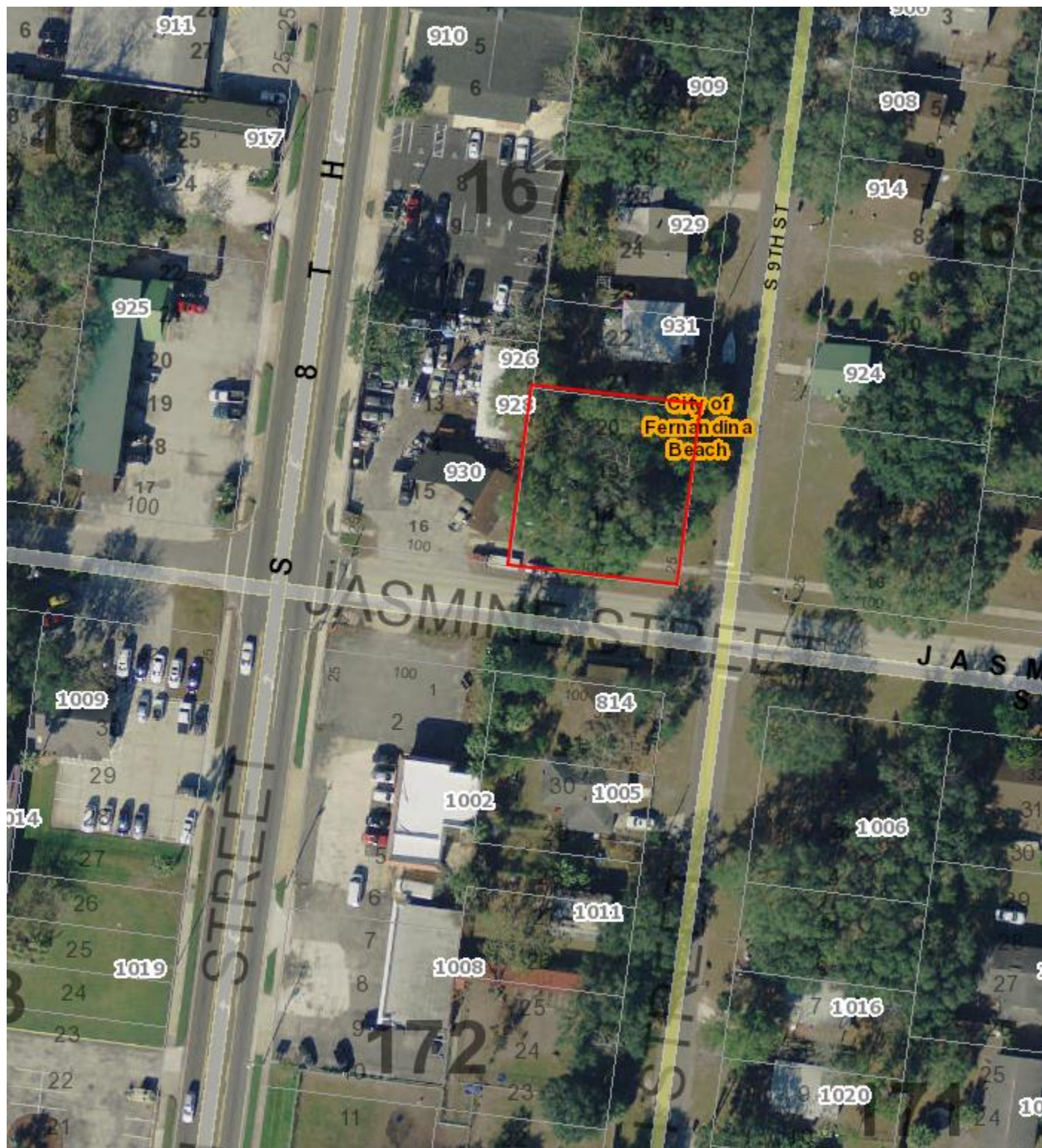
TOPOGRAPHY





STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

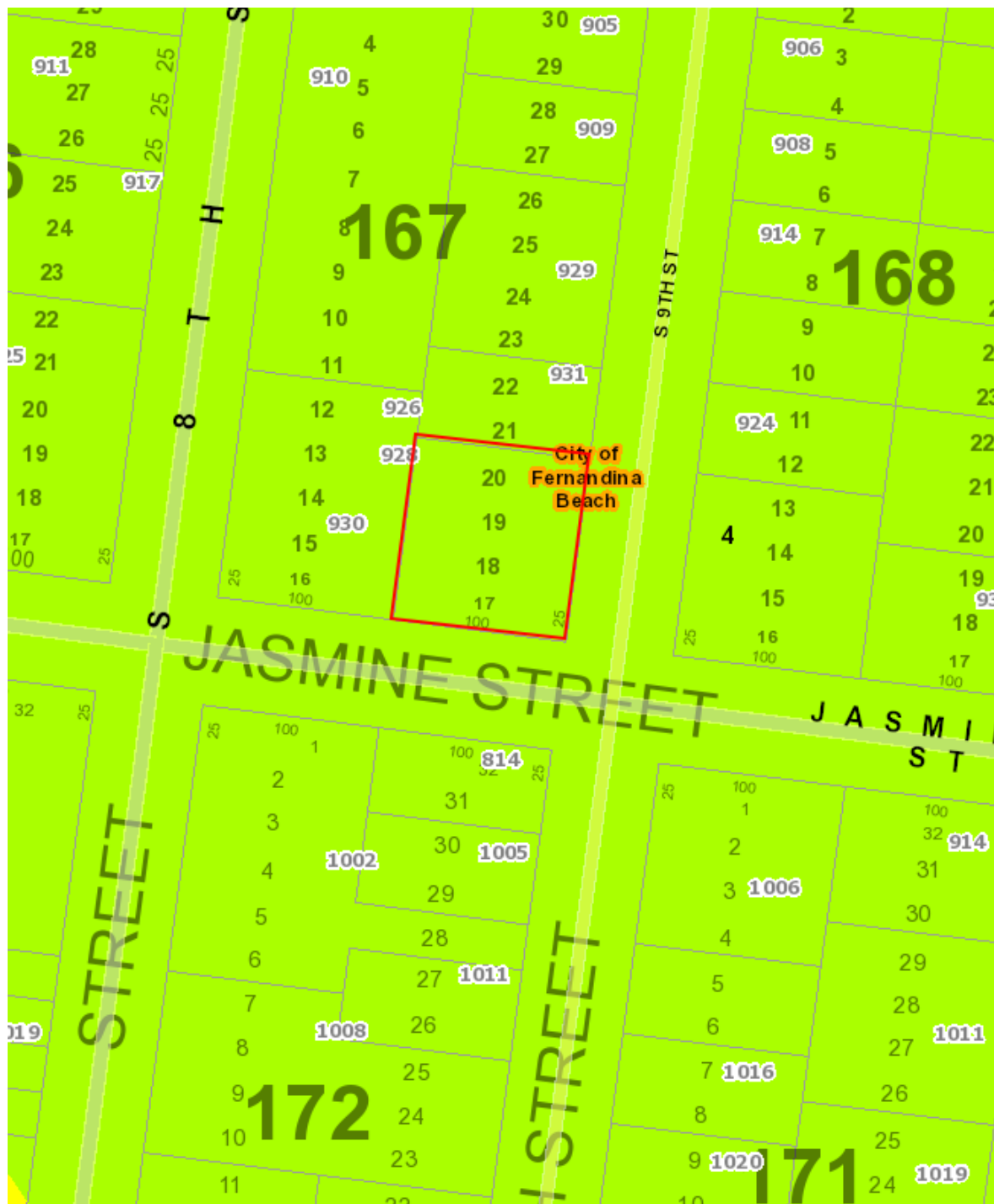
WETLANDS – Not applicable.





STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

STORM SURGE ZONE (COASTAL HIGH HAZARD AREA DEFINED AS CATEGORY 1 ZONE)





STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

APPLICATION FOR FUTURE LAND USE MAP + ZONING AMENDMENTS
CITY OWNED PARCELS

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

APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:	00-00-31-1400-0003-0060 CITY OF FERNANDINA BEACH				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change (In accordance with action directed under Ord. 2019-05)				
LOCATION AND DESCRIPTION OF SITE:	Vacant/ Undisturbed Coastline with Primary Dune				
CURRENT LAND USE + ZONING:	Low Density Residential (LDR) and R-1 Zoning				
PROPOSED LAND USE + ZONING:	Conservation + CON				
EXISTING USES ON SITE:	Vacant/ Undisturbed Dune and Beach				
PROPERTY SIZE:	0.47				
ENVIRONMENTAL CHARACTERISTICS:	<u>Flood zone</u>	<u>Potential Wetlands</u>	<u>Avg. Topography</u>	<u>Soil Type</u>	<u>Coastal Upland Protection Zone</u>
	AE/VE	YES	-1 to 16	Sand, Beach, Ocean	Yes
ADJACENT PROPERTIES:	<u>Direction</u>	<u>Existing Use(s)</u>	<u>Year Built</u>	<u>Zoning</u>	<u>FLUM</u>
	North	SF Homes	Varies	R-1	Low Density Residential (LDR)
	South	"	"	"	"
	East	"	"	"	"
	West	"	"	"	"
APPLICABLE COMPREHENSIVE PLAN POLICIES:	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering); 1.07.15 (conservation land use category); Objective 5.06 (Coastal Protection) Objective 5.10 (Wildlife Planning) and specific policies 5.10.01, 5.10.02, 5.10.05 5.14.09 (development standards for environmentally sensitive and conservation lands); 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands) Reference: www.fbfl.us/Compplan				
APPLICABLE LAND	2.00.03 (Establishment of district boundary);				



STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
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December 11, 2019

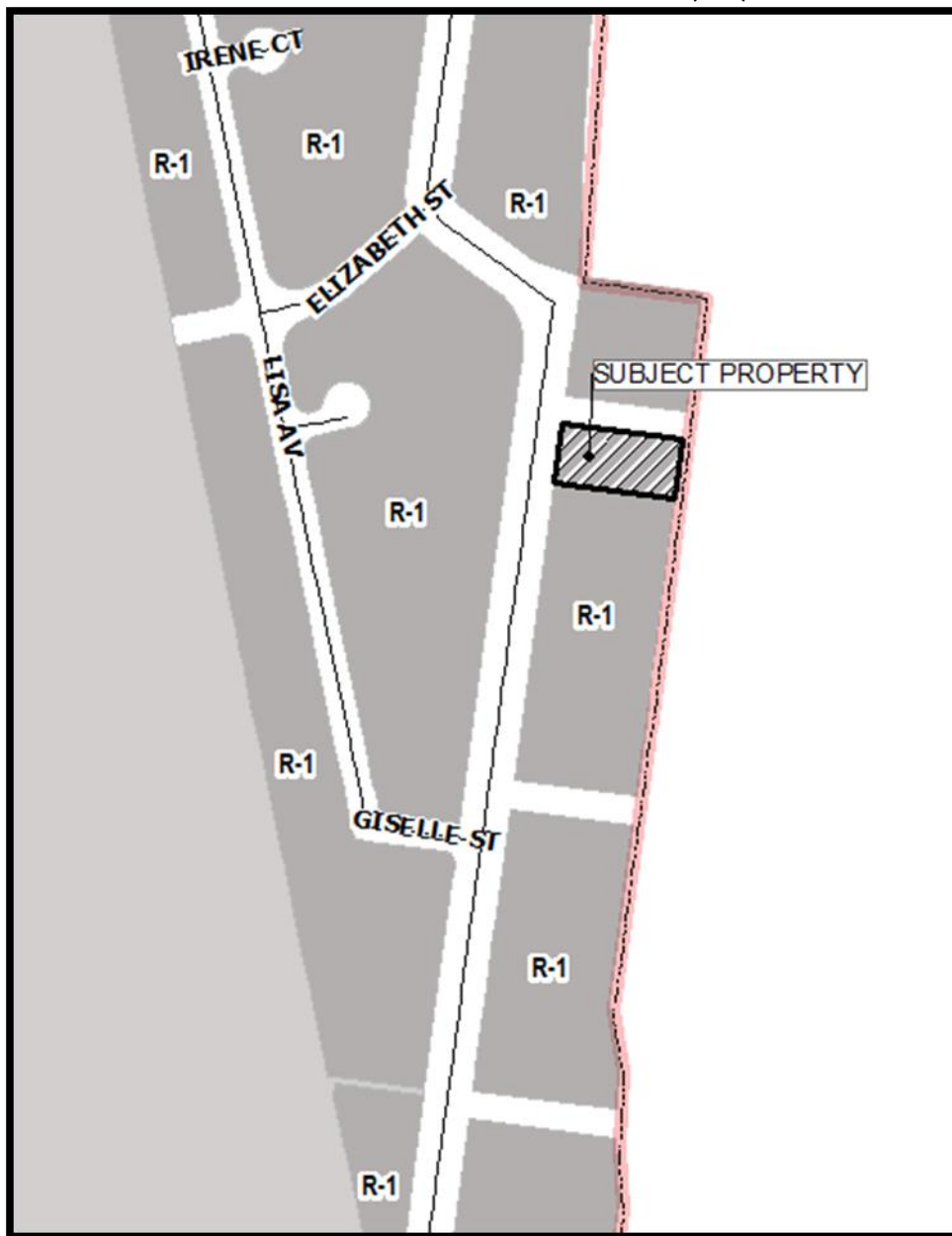
DEVELOPMENT CODE SECTIONS:	2.01.20 (CON zoning district); 3.01.02 (Coastal Areas and Shorelines) 3.02.06 (Land Uses within Areas of Special Flood Hazard); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) Reference: www.fbfl.us/LDC
STAFF RECOMMENDATION:	Staff finds the requested amendments to be sufficiently compliant with the Comprehensive Plan, Land Development Code, and established City Commission Goal to increase conservation land use and zoning acreage. Staff recommends approval of the request.

Kelly N. Gibson, AICP
Director



STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

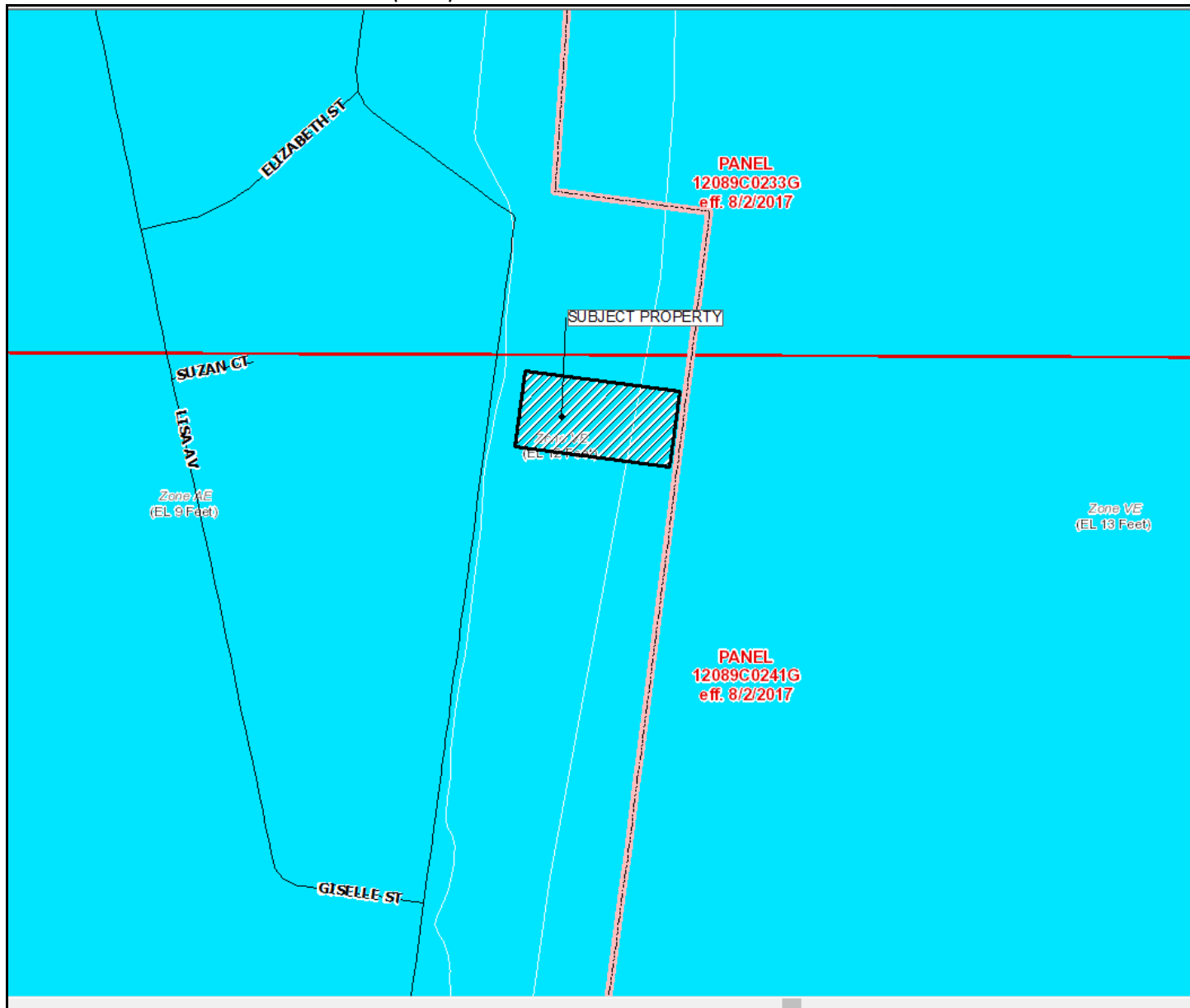
MAP OF PROPERTY BOUNDARIES AND EXISTING LAND USE MAP DESIGNATION (LOW DENSITY RESIDENTIAL -LDR)
AND ZONING DISTRICT OF LOW DENSITY RESIDENTIAL (R-1)





STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

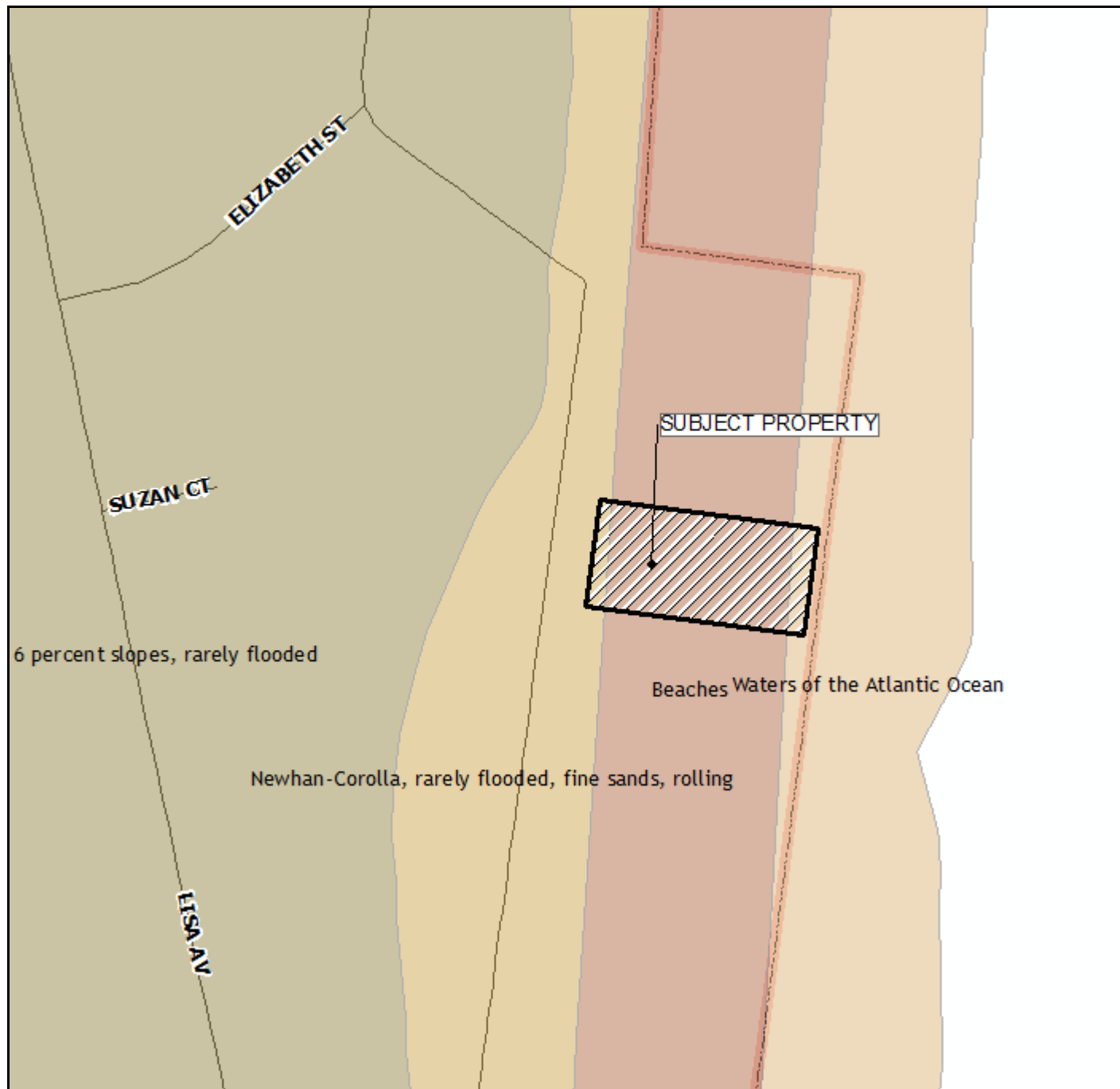
FEMA FLOOD INSURANCE RATE MAP (FIRM) FLOODZONES





STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

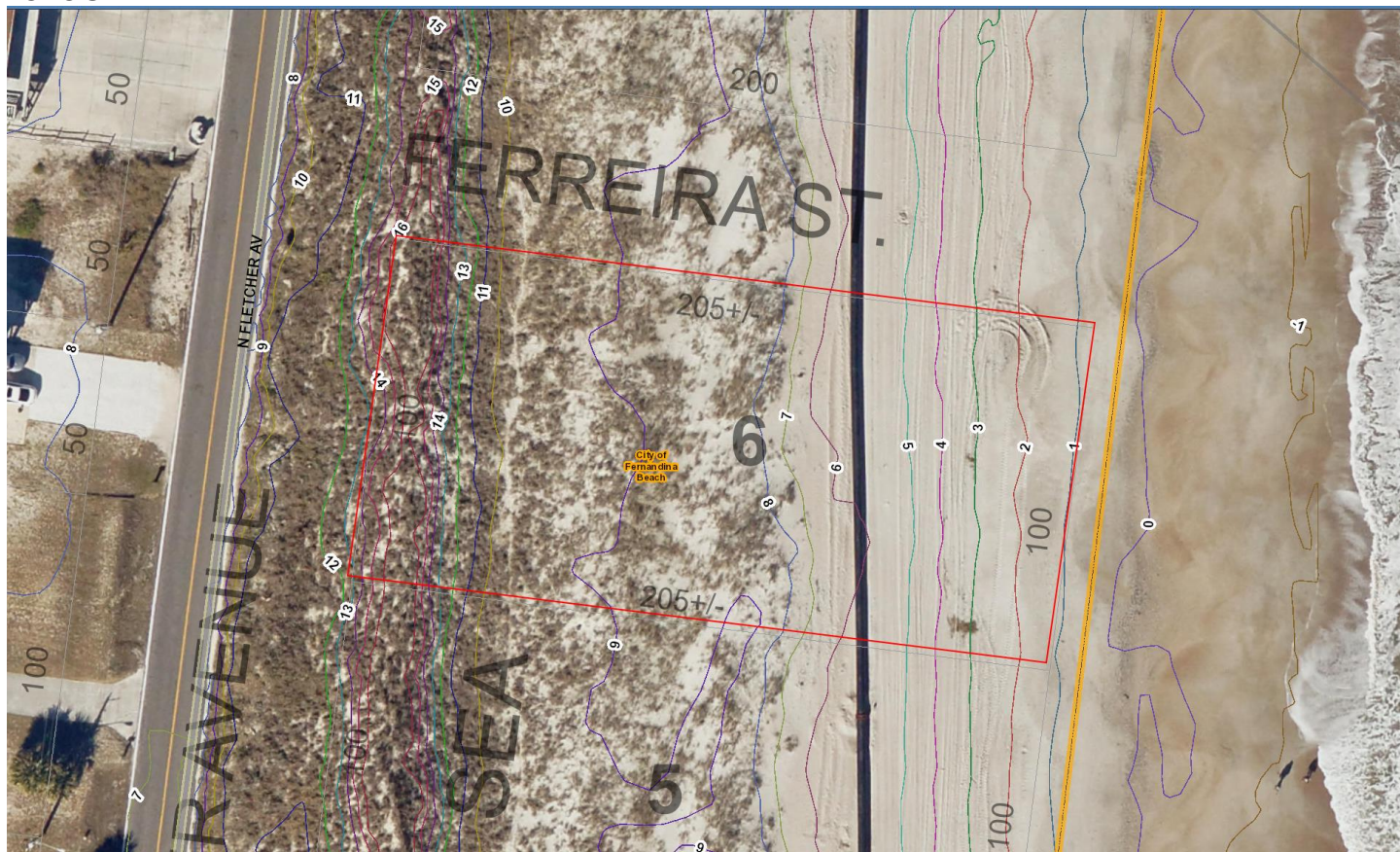
SOILS MAP





STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

TOPOGRAPHY MAP





STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

WETLANDS MAP



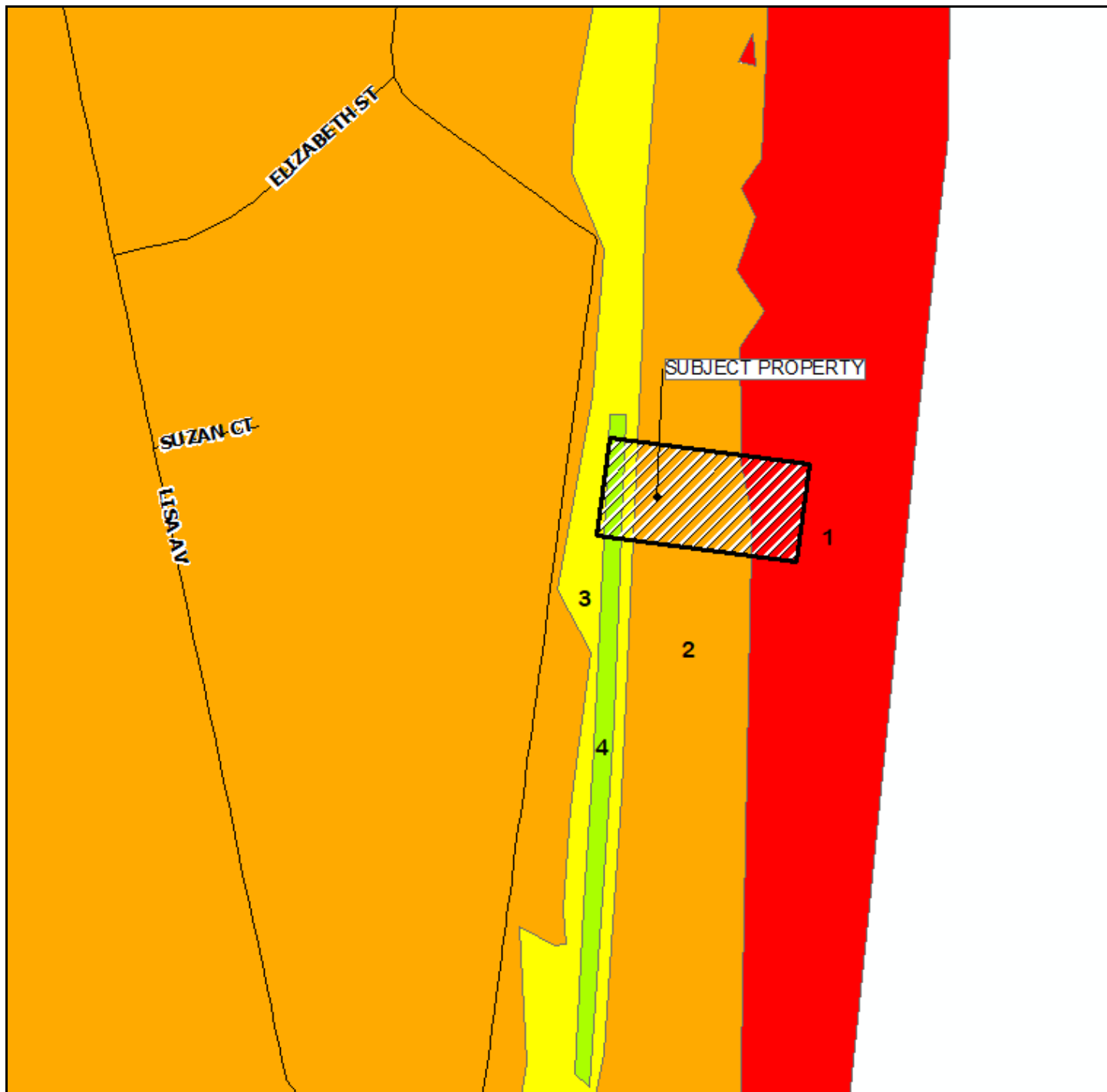
STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019



STORM SURGE ZONE (COASTAL HIGH HAZARD AREA DEFINED AS CATEGORY 1 ZONE) MAP



STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019





STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019



STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

APPLICATION FOR FUTURE LAND USE MAP + ZONING AMENDMENTS
CITY OWNED PARCELS

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

APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:	00-00-31-1800-0161-0130 CITY OF FERNANDINA BEACH				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change (In accordance with action directed under Ord. 2019-05)				
LOCATION AND DESCRIPTION OF SITE:	S 6th Street + Indigo Street / Municipal				
CURRENT LAND USE + ZONING:	Medium Density Residential + R-2				
PROPOSED LAND USE + ZONING:	Conservation + CON				
EXISTING USES ON SITE:	Vacant/ Undisturbed				
PROPERTY SIZE:	.23				
ENVIRONMENTAL CHARACTERISTICS:	<u>Flood zone</u>	<u>Potential Wetlands</u>	<u>Avg. Topography</u>	<u>Soil Type</u>	<u>Coastal Upland Protection Zone</u>
	X (not SFHA)	NO	9' to 11'	Fine Sand	NO
ADJACENT PROPERTIES:	<u>Direction</u>	<u>Existing Use(s)</u>	<u>Year Built</u>	<u>Zoning</u>	<u>FLUM</u>
	North	Single Family	1954	R-2	Medium Density Residential
	South	Utilities	n/a	R-2	Medium Density Residential
	East	Single Family Residences	1996 and 1998	R-2	Medium Density Residential
	West	Utilities	n/a	R-2 + I-1	Medium Density Residential + Industrial
APPLICABLE COMPREHENSIVE PLAN POLICIES:	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering); 1.07.15 (conservation land use category); Objective 5.08 (Wetlands Protection and Preservation) and all policy statements				



STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

	which follow; Objective 5.10 (Wildlife Planning) and specific policies 5.10.01, 5.10.02, 5.10.05 5.14.09 (development standards for environmentally sensitive and conservation lands); Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands); 6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) Reference: www.fbfl.us/Compplan
APPLICABLE LAND DEVELOPMENT CODE SECTIONS:	2.00.03 (Establishment of district boundary); 2.01.20 (CON zoning district); 3.02.06 (Land Uses within Areas of Special Flood Hazard); 3.03.00 (Wetland Protection); 4.05.00 (Landscaping, Buffers, and Tree Protection); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) Reference: www.fbfl.us/LDC
STAFF RECOMMENDATION:	Staff finds the requested amendments to be sufficiently compliant with the Comprehensive Plan, Land Development Code, and established City Commission Goal to increase conservation land use and zoning acreage. Staff recommends approval of the request.

Submitted by:

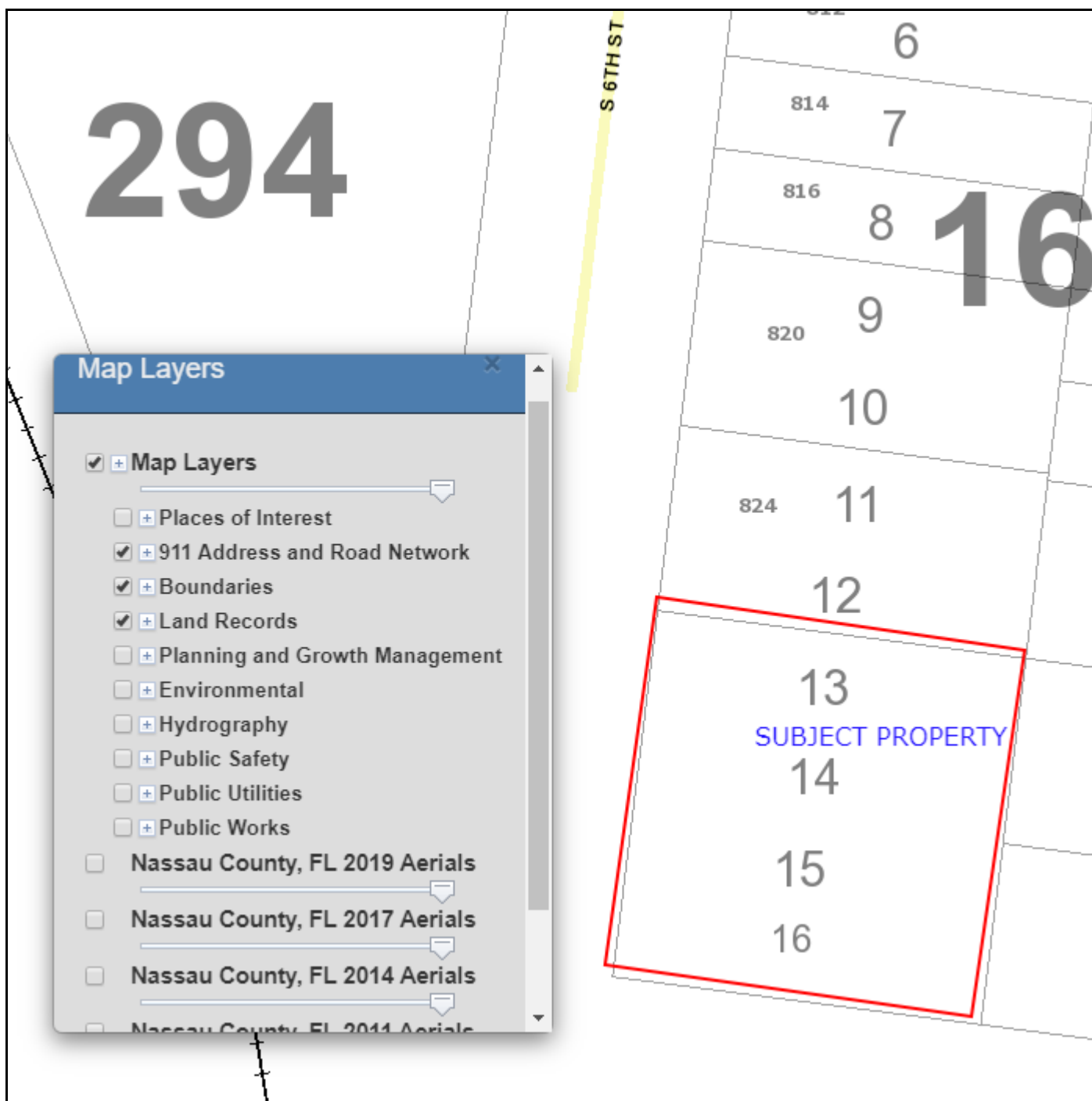
A handwritten signature in blue ink that reads "Kelly N. Gibson".

Kelly N. Gibson, AICP
Director



STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

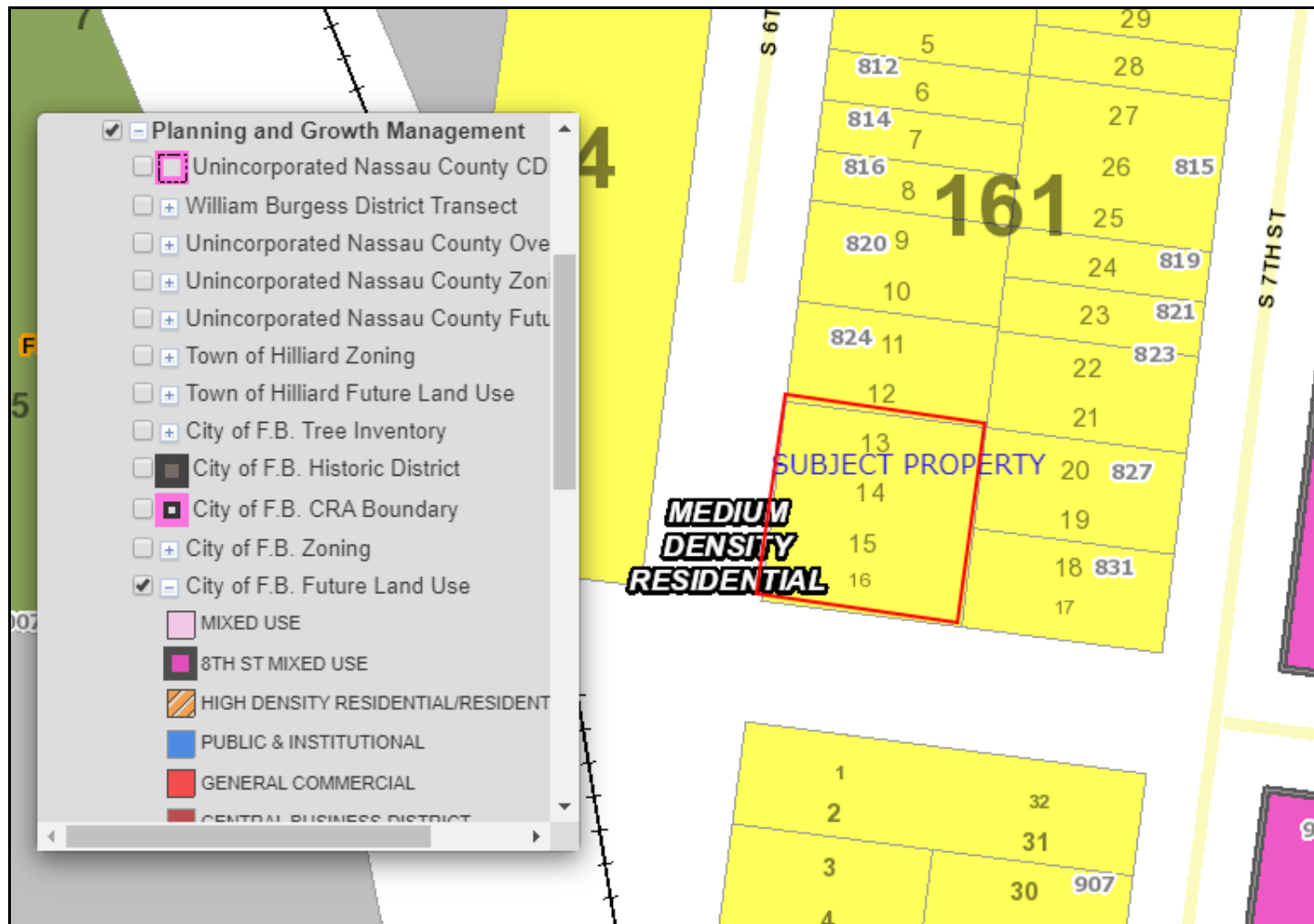
PROPERTY BOUNDARY





STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

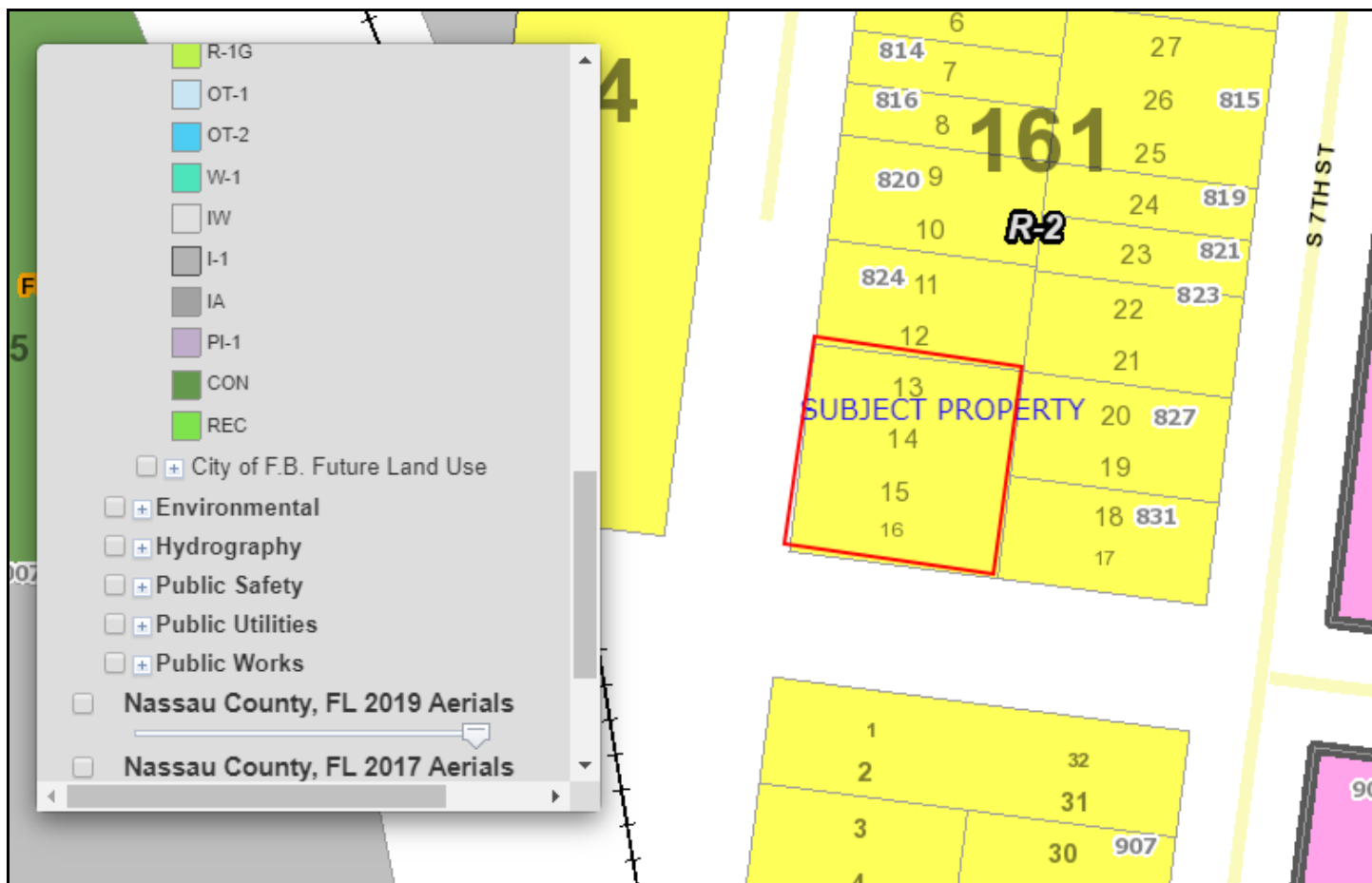
CURRENT LAND USE





STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

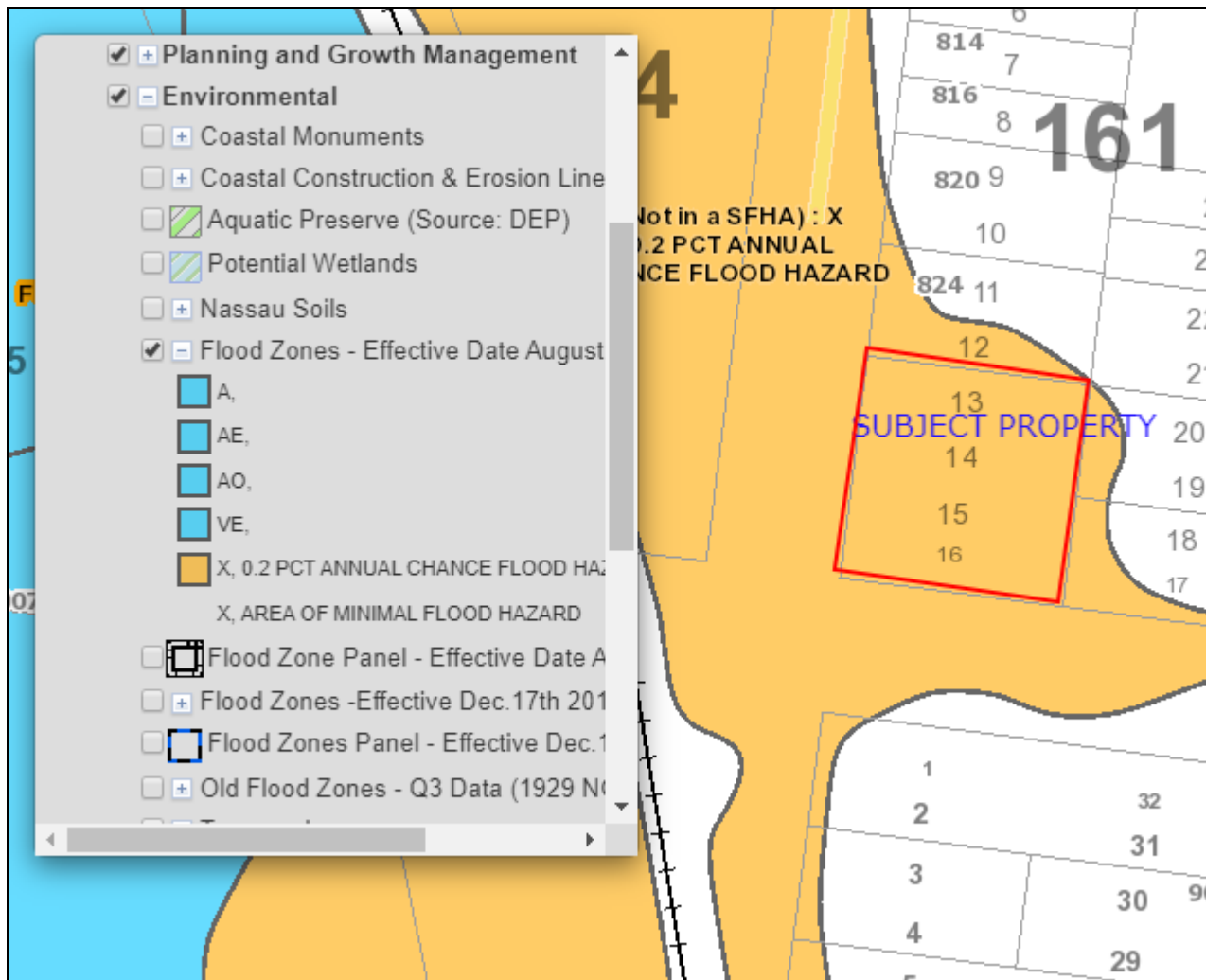
ZONING





STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

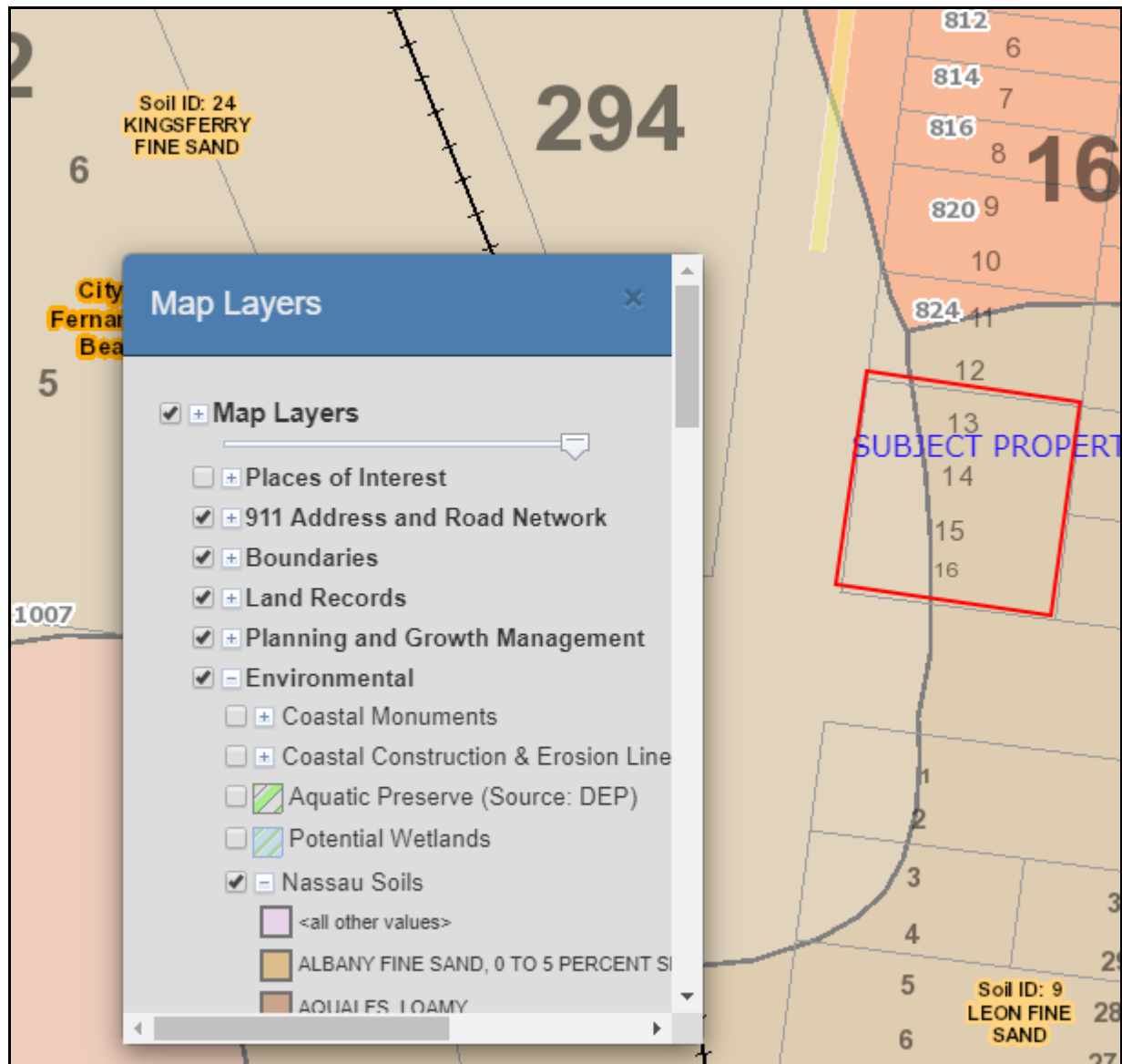
FLOODZONE





STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

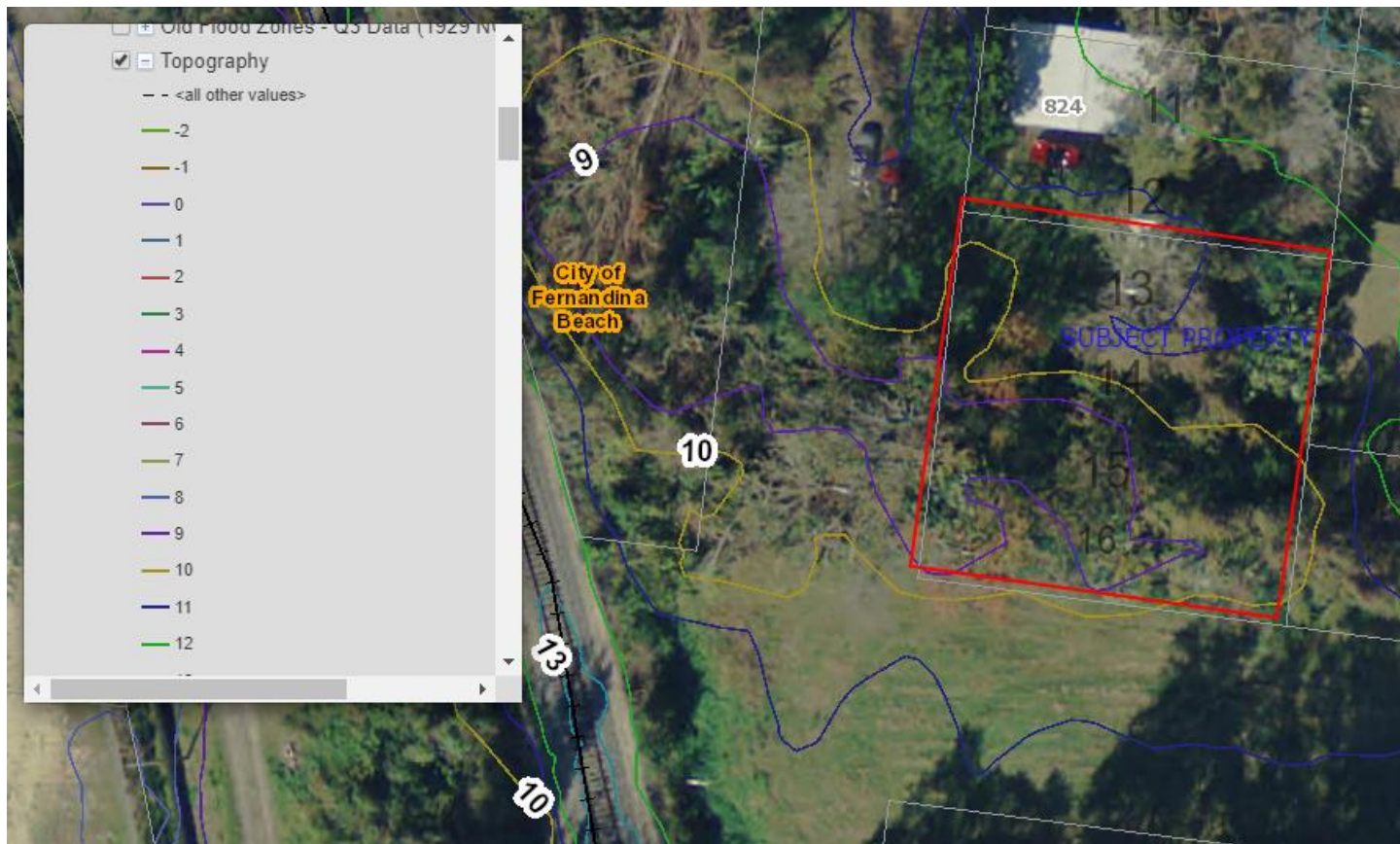
SOILS





STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

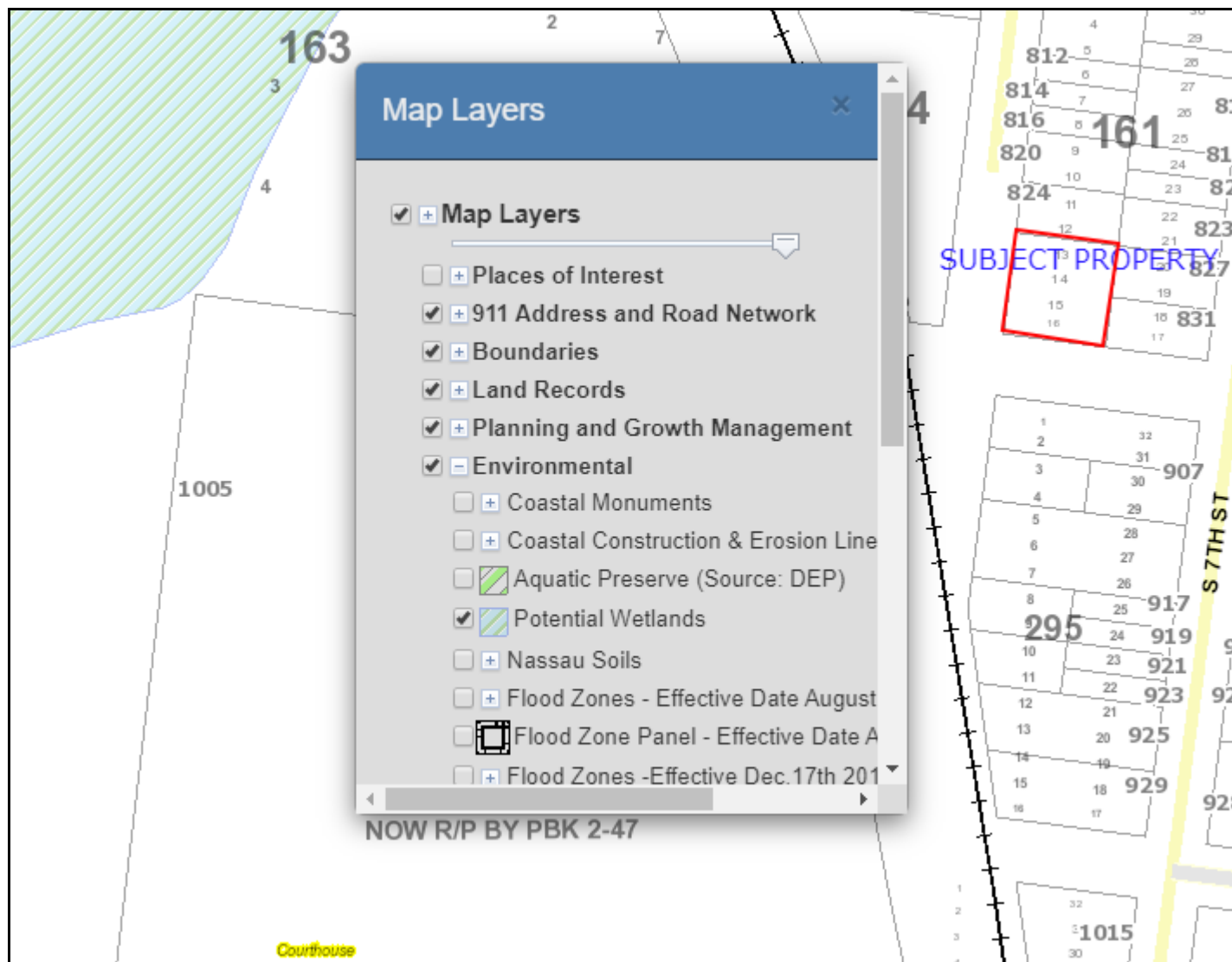
TOPOGRAPHY





STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

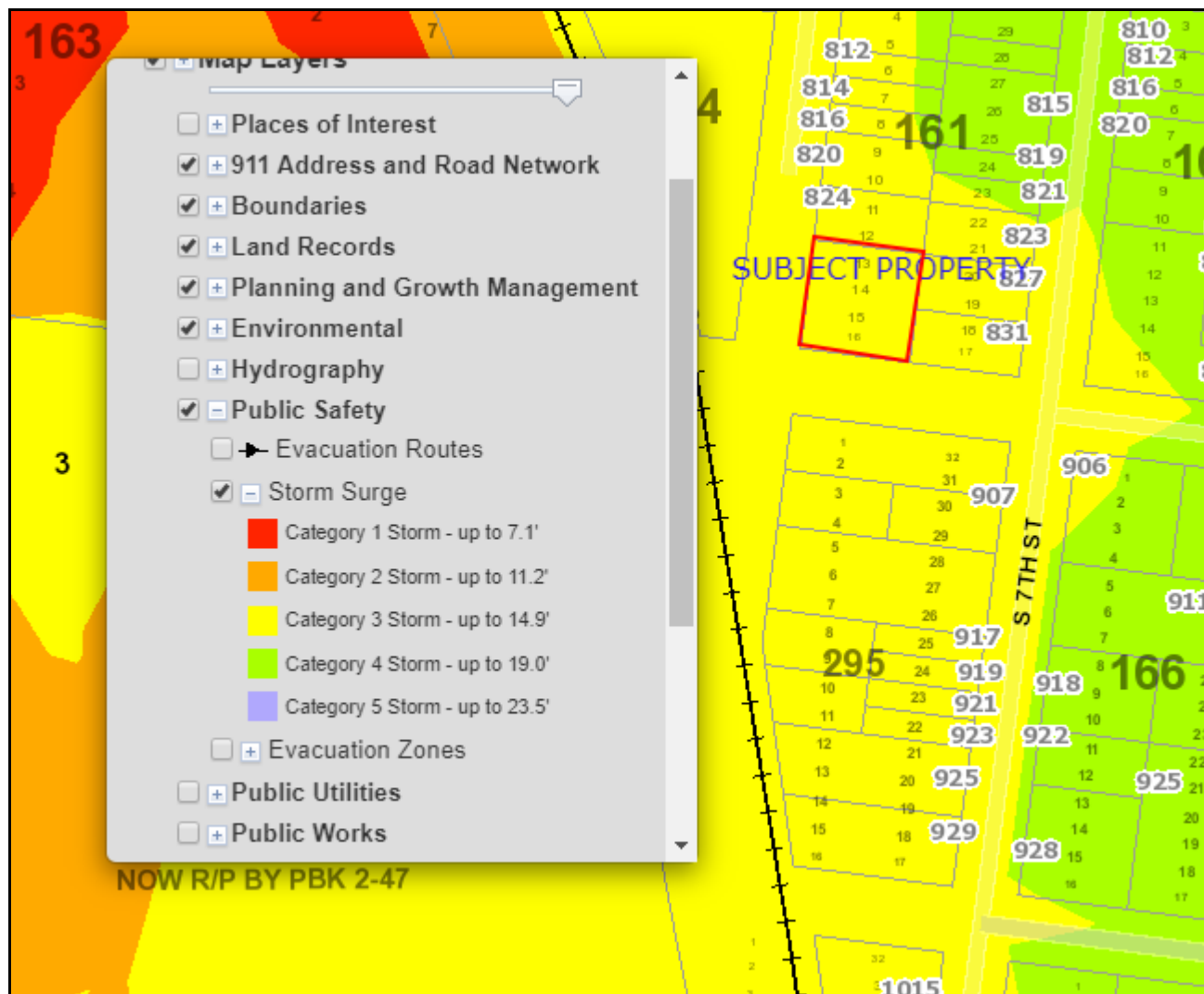
WETLANDS





STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

STORM SURGE ZONE (COASTAL HIGH HAZARD AREA DEFINED AS CATEGORY 1 ZONE)

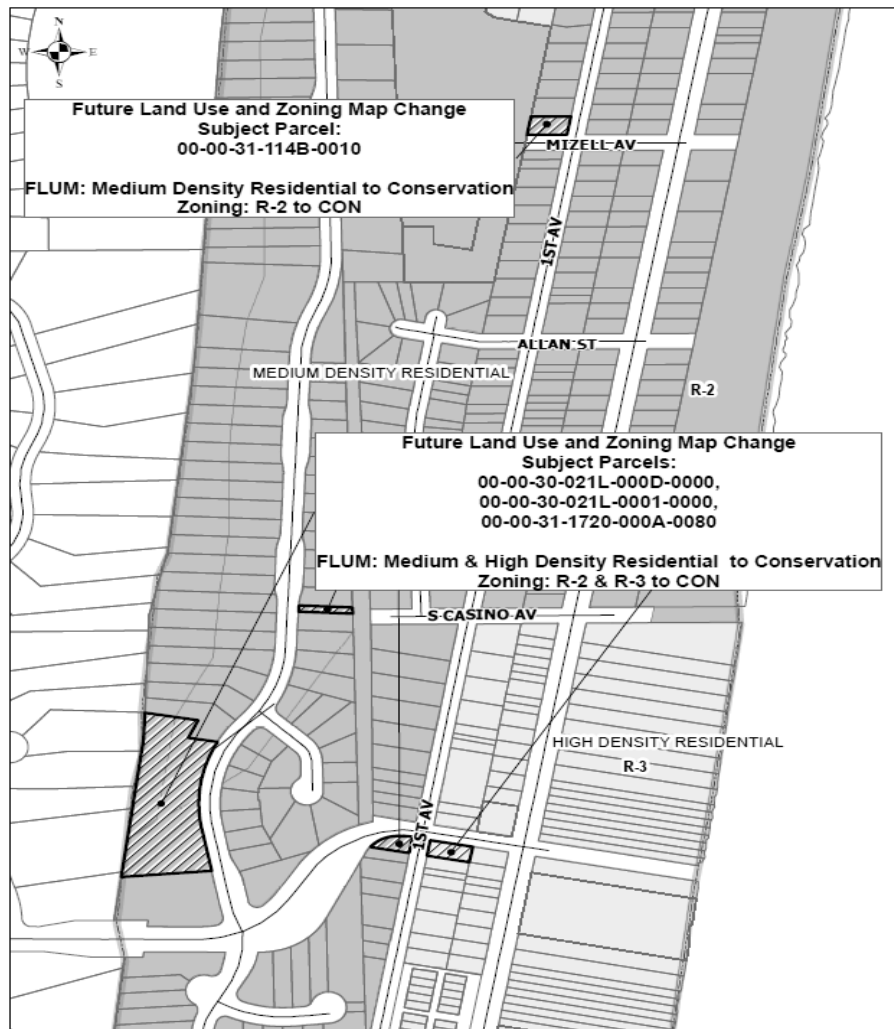


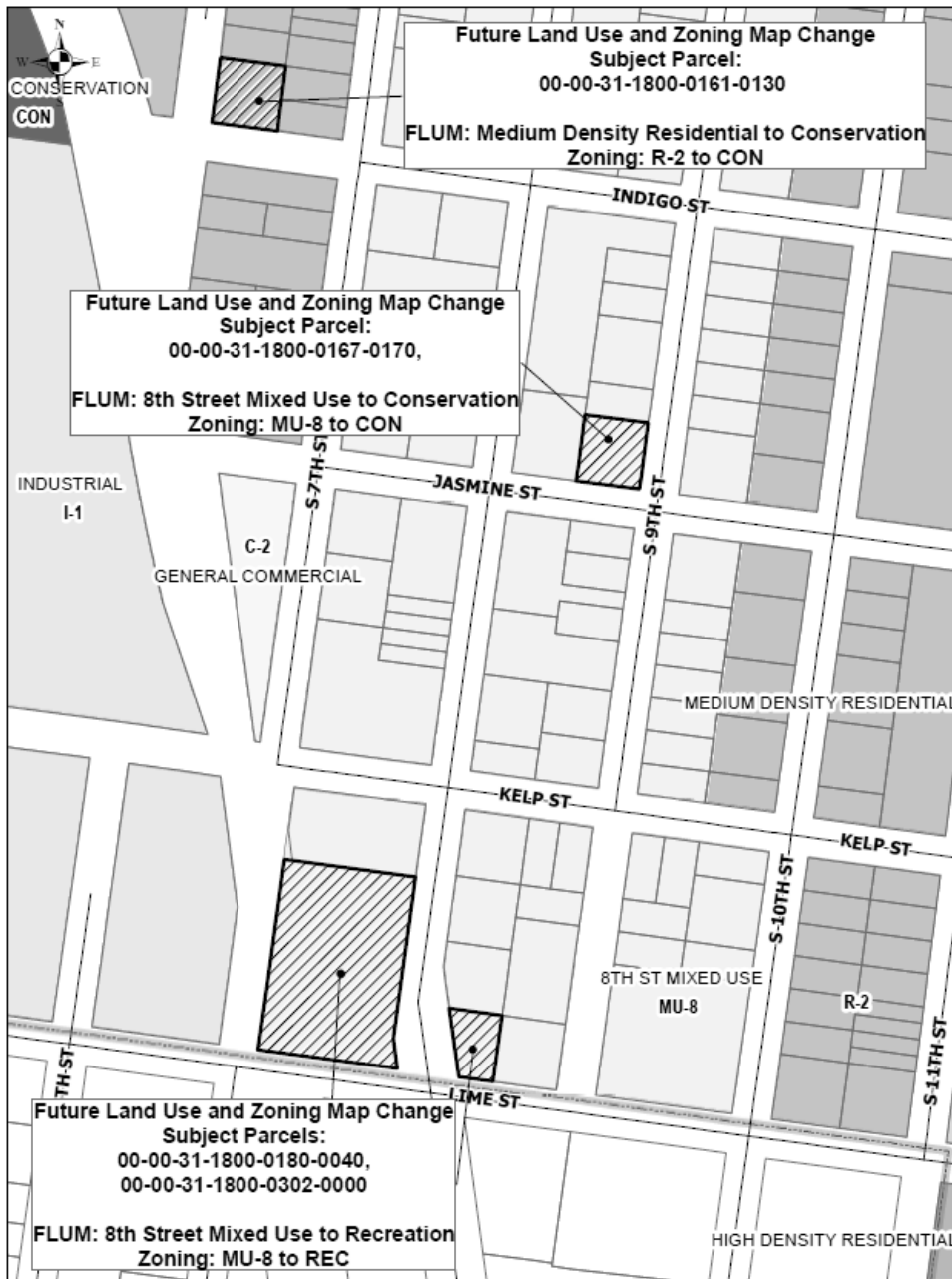
NOTICE OF PUBLIC HEARING
CITY COMMISSION
CITY OF FERNANDINA BEACH

NOTICE IS HEREBY GIVEN that a Public Hearing is scheduled for **Tuesday, August 18, 2020, at 6:00 PM** in the City Commission Chambers, 204 Ash Street Fernandina Beach, Florida to consider the following application:

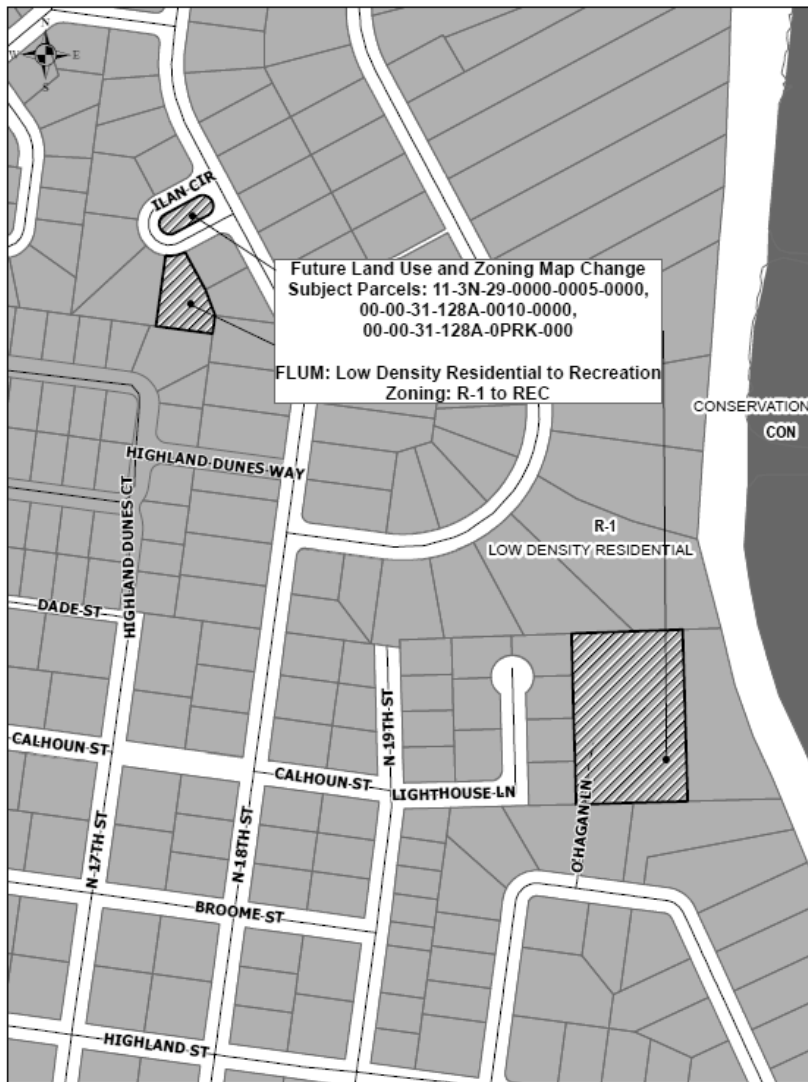
ORDINANCE 2020-25

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, CHANGING THE CITY'S FUTURE LAND USE MAP TO ADD CONSERVATION AND RECREATION LANDS FOR PROPERTIES OWNED BY THE CITY OF FERNANDINA BEACH, COLLECTIVELY TOTALING APPROXIMATELY 22.15 ACRES OF LAND; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.









Interested parties may appear at said hearing and be heard as to the advisability of any action, which may be considered. Any persons with disabilities requiring accommodations in order to participate in this program or activity should contact 310-3115, TTY/TDD 711 or through the Florida Relay Service at 1-800-955-8771 at least 24 hours in advance to request such accommodation.

IF ANY PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE BOARD/COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH HEARING, S/HE WILL NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

For information, please contact the Staff of the City Clerk's Office, 204 Ash Street, between the hours of 8:00 AM – 5:00 PM, Monday through Friday, (904) 310-3115.

Note:

Please run as a DISPLAY in the April 8, 2020 edition of the News Leader.

Please send proof of publication to:

City Clerk's Office

City Hall, 204 Ash Street

Fernandina Beach, FL 32034

904-310-3115

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Ordinance 2020-26
Zoning Map Amendment - City Owned Properties

ITEM TYPE: Ordinances (w/ fiscal impact)

REQUESTED ACTION: Consider Ordinance 2020-26 at Second Reading.

SYNOPSIS: The zoning map changes will modify 22.15 acres of land located throughout the City to increase the amount of Recreation and/or Conservation lands. The Planning Advisory Board considered this request at its Regular Meeting on December 11, 2019.

Staff finds the requested amendments to be sufficiently compliant with the Comprehensive Plan, Land Development Code, and established City Commission Goal to increase conservation land use and zoning acreage. Staff recommends approval of the request.

This Ordinance was approved at First Reading by the City Commission at its Regular Meeting on July 21, 2020.

FISCAL IMPACT: Fiscal impact will be the elimination of development for residential and non-residential purposes.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission enact proposed Ordinance 2020-26 at Second Reading.

Dale L. Martin, City Manager	8/7/2020
Pauline Testagrose, Comptroller	8/7/2020
Tammi E. Bach, City Attorney	8/7/2020
Katie Newton, Legal Assistant	8/11/2020

Date: July 23, 2020

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION: Enact

ORDINANCE 2020-26

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, CHANGING THE CITY'S ZONING MAP TO ADD CONSERVATION AND RECREATION LANDS FOR PROPERTIES OWNED BY THE CITY OF FERNANDINA BEACH, COLLECTIVELY TOTALING APPROXIMATELY 22.15 ACRES OF LAND; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Fernandina Beach has directed staff to seek out properties within City limits to conserve; and

WHEREAS, the Planning Advisory Board reviewed the Zoning Map Amendment request under PAB Case# 2019-16 at its Regular Meeting on December 11, 2019, and recommended approval; and

WHEREAS, notice of public hearing on such application was published in the News Leader, a newspaper of general circulation in Fernandina Beach, Nassau County, Florida, on November 29, 2019; and

WHEREAS, City staff found the applicant's request to be consistent with the direction of the Comprehensive Plan, specifically policies 1.01.02, 1.02.03, 1.02.04, 1.02.08, 1.02.09, and 1.07.07 and recommends approval of the applicant's request.

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

SECTION 1. The properties identified for these changes to the City's Zoning Map collectively total approximately 22.15 acres are identified hereto as Exhibit "A."

SECTION 2. ZONING MAP CHANGES. For the properties in question, the City's Zoning Map is hereby changed to either Conservation (CON) or Recreation (REC) based on the table provided in Exhibit "A."

SECTION 3. PROPERTIES INVOLVED. The properties identified for this change of the City's Zoning Map are identified as: Parcel ID number 11-3N-29-0000-0005-0000, totaling approximately 2.38 acres; Parcel ID number 00-00-31-1800-0180-0040, totaling approximately 0.15 acres; Parcel ID number 00-00-31-1800-0302-0000, totaling approximately 1.34 acres; Parcel ID number 00-00-30-021L-000D-0000, totaling approximately 0.07 acres; Parcel ID number 00-00-31-1800-0167-0170, totaling approximately 0.22 acres; Parcel ID number 00-00-31-1800-0161-0130, totaling approximately 0.23 acres; Parcel ID number 01-2N-28-0000-0002-0000, totaling approximately 2.92 acres; Parcel ID number 00-00-31-1680-0029-0050, totaling approximately 0.35 acres; Parcel ID number 00-00-31-1400-0003-0060, totaling approximately 0.47 acres; Parcel ID number 00-00-31-1800-0062-0030, totaling approximately 0.90 acres; Parcel ID number 00-00-31-1800-0217-0060, totaling approximately 1.58 acres; Parcel ID number 00-00-31-1800-0217-0010, totaling approximately 5.48 acres; Parcel ID number 00-00-31-1800-0077-0050, totaling approximately 0.45 acres; Parcel ID number 00-00-31-1680-0025-0070, totaling approximately 0.57 acres; Parcel ID number 00-00-31-128A-0PRK-0000, totaling approximately 0.14 acres; Parcel ID number 00-00-31-1800-0077-0050, totaling approximately 0.45 acres; Parcel ID number

00-00-31-1800-0062-0030, totaling approximately 0.90 acres; Parcel ID number 00-00-31-1800-0061-0010, totaling approximately 1.61 acres; Parcel ID number 00-00-31-1800-0067-0010, totaling approximately 0.69 acres; Parcel ID number 00-00-31-128A-0010-0000, totaling approximately 0.41 acres; Parcel ID number 00-00-31-114B-0007-0010, totaling approximately 0.15 acres; Parcel ID number 00-00-31-1720-000A-0080, totaling approximately 0.23 acres; Parcel ID number 00-00-31-1681-000A-0000, totaling approximately 0.23 acres; Parcel ID number 00-00-31-1720-000A-0010, totaling approximately 0.22 acres; collectively totaling approximately 22.15 acres of land and shown on the maps, attached hereto as Exhibit "A."

SECTION 4. ZONING MAP CHANGE. For the properties in question, the City's Zoning Map is hereby changed to Conservation (CON) or RECREATION (REC).

SECTION 5. SEVERABILITY. If any section, subsection, sentence, clause, phrase of this Ordinance, or the particular application thereof, shall be held invalid by any court, administrative agency or other body with appropriate jurisdiction, the remaining sections, subsections, sentences, clauses and phrases under application shall not be affected thereby.

SECTION 6. This Ordinance shall take effect immediately after its final enactment.

ENACTED this 18th day of August, 2020.

CITY OF FERNANDINA BEACH

JOHN A. MILLER
Mayor - Commissioner

ATTEST:

APPROVED AS TO FORM AND LEGALITY:



CAROLINE BEST
City Clerk

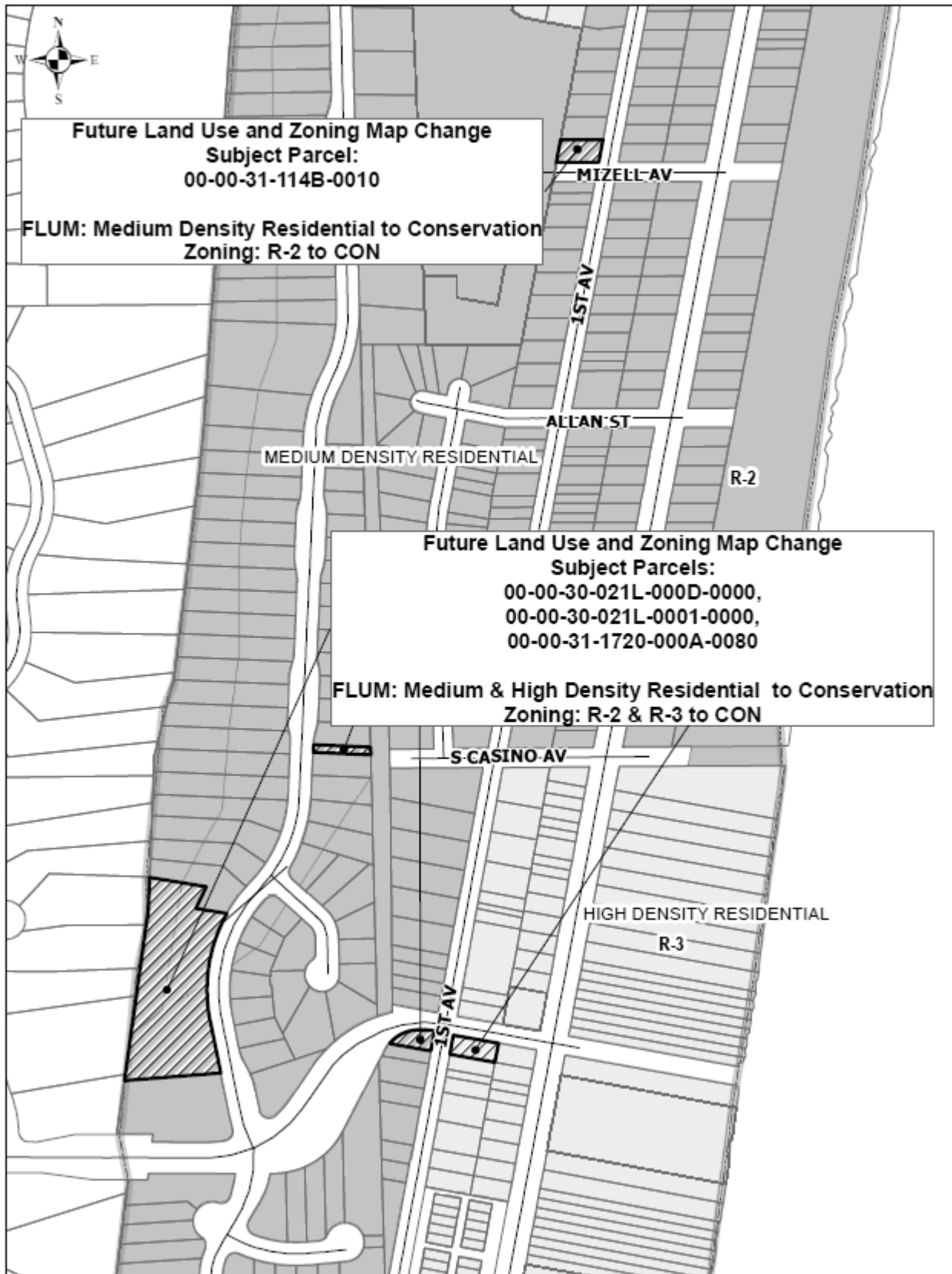
TAMMI E. BACH
City Attorney

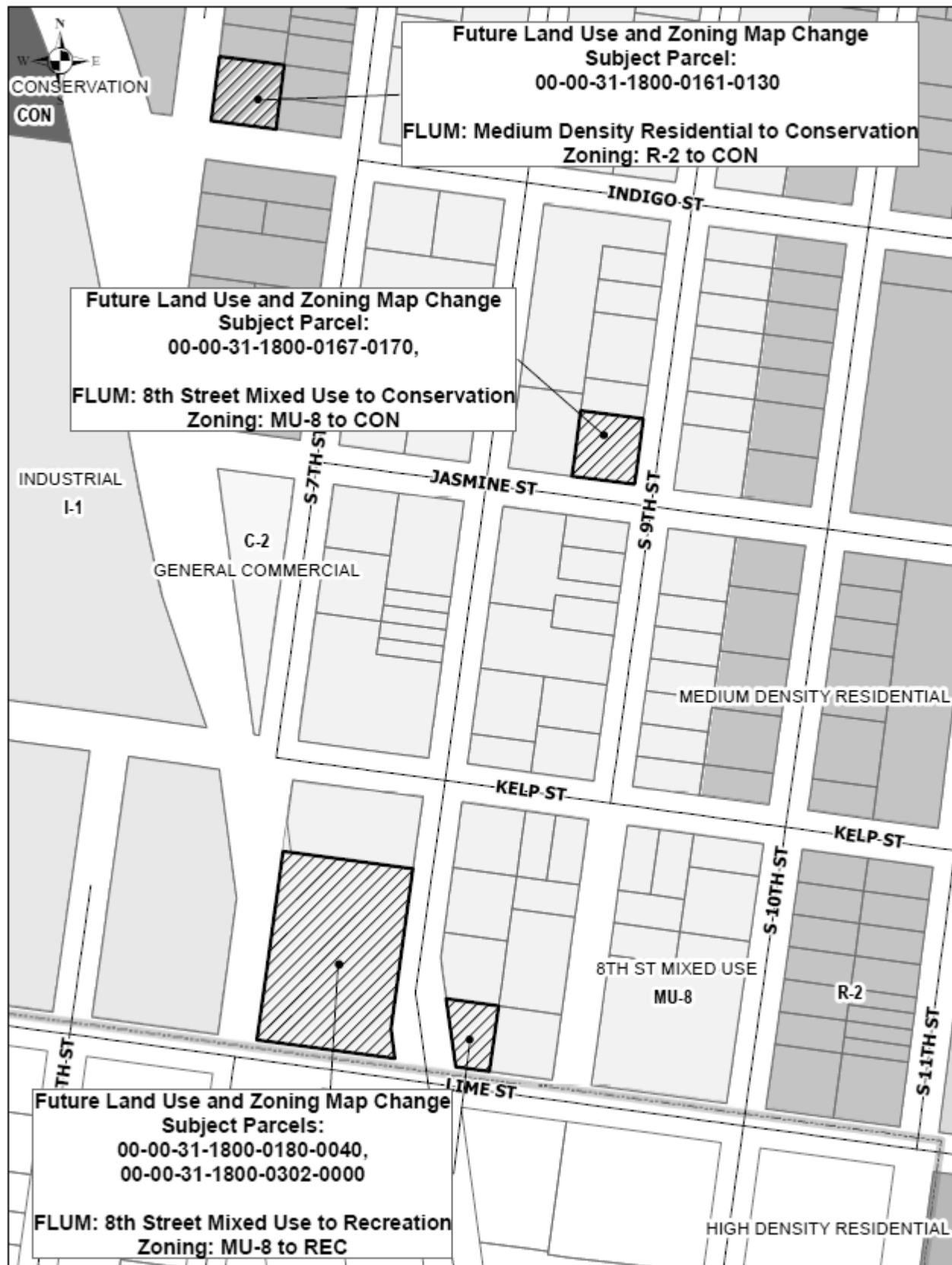
**ORDINANCE 2020-26
EXHIBIT "A"**

PARCEL NUMBER	LOCATION	FROM EXISTING ZONING	FROM EXISTING FUTURE LAND USE	ACREAGE	TO FUTURE LAND USE	TO ZONING
11-3N-29-0000-0005-0000	215.5 LIGHTHOUSE CIR	R-1	LOW DENSITY RESIDENTIAL	2.38	RECREATION	REC
00-00-31-1800-0180-0040	1198 S. 8TH ST	MU-8	8TH STREET MIXED USE	0.15	RECREATION	REC
00-00-31-1800-0302-0000	1129 S 8TH ST	MU-8	8TH STREET MIXED USE	1.34	RECREATION	REC
00-00-30-021L-000D-0000	ROBERT OLIVER AV	R-2	MEDIUM DENSITY RESIDENTIAL	0.07	LOT 2 ONLY - CONSERVATION	LOT 2 ONLY- CON
00-00-31-1800-0167-0170	S 9TH & JASMINE ST	MU-8	8TH STREET MIXED USE	0.22	CONSERVATION	CON
00-00-31-1800-0161-0130	S 6TH & INDIGO ST	R-2	MEDIUM DENSITY RESIDENTIAL	0.23	CONSERVATION	CON
01-2N-28-0000-0002-0000	ROBERT OLIVER AV	R-2	MEDIUM DENSITY RESIDENTIAL	2.92	CONSERVATION	CON
00-00-31-1680-0029-0050	OKLAWAHA AV	R-2	MEDIUM DENSITY RESIDENTIAL	0.36	CONSERVATION	CON
00-00-31-1400-0003-0060	N FLETCHER AV	R-1	LOW DENSITY RESIDENTIAL	0.47	CONSERVATION	CON
00-00-31-1800-0062-0030	N 6TH ST	R-2	MEDIUM DENSITY RESIDENTIAL	0.90	CONSERVATION	CON

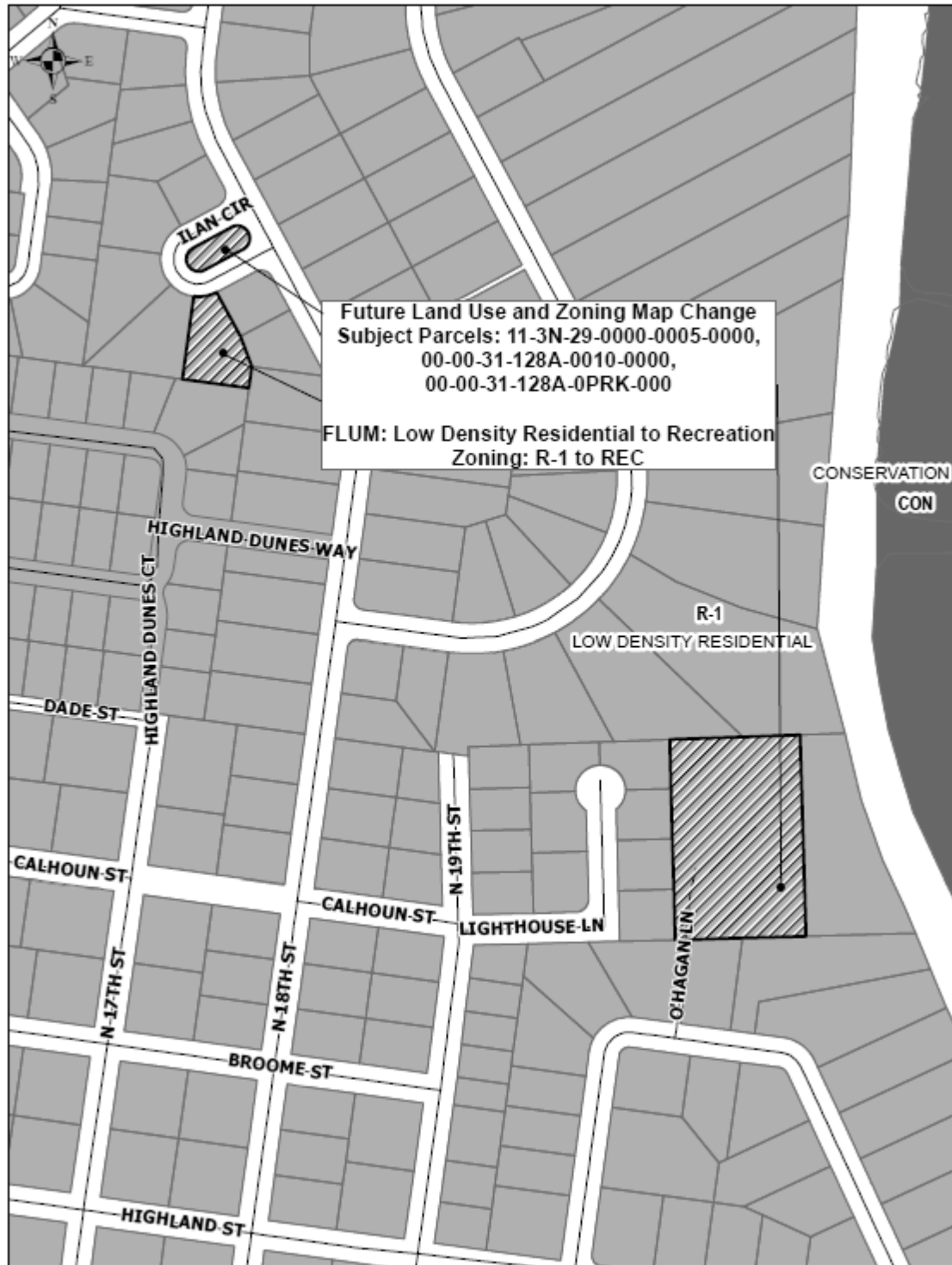
PARCEL NUMBER	LOCATION	FROM EXISTIN G ZONING	FROM EXISTING FUTURE LAND USE	ACREA GE	TO FUTURE LAND USE	TO ZONING
			AL			
00-00-31- 1800-0217- 0060	N 11TH STREET	R-2	MEDIUM DENSITY RESIDENTI AL	1.58	CONSERVATIO N	CON
00-00-31- 1800-0217- 0010	N 11TH ST	R-2	MEDIUM DENSITY RESIDENTI AL	5.48	CONSERVATIO N	CON
00-00-31- 1800-0077- 0050	N 10TH ST	R-2	MEDIUM DENSITY RESIDENTI AL	0.45	CONSERVATIO N	CON
00-00-31- 1680-0025- 0070	MATANZAS AV	R-2	MEDIUM DENSITY RESIDENTI AL	0.57	CONSERVATIO N	CON
00-00-31- 128A-0PRK- 0000	ILAN CIR	R-1	LOW DENSITY RESIDENTI AL	0.14	CONSERVATIO N	CON
00-00-31- 1800-0077- 0050	DADE STREET AND N 10TH ST	R-2	MEDIUM DENSITY RESIDENTI AL	0.45	CONSERVATIO N	CON
00-00-31- 1800-0062- 0030	DADE ST	R-2	MEDIUM DENSITY RESIDENTI AL	0.90	CONSERVATIO N	CON
00-00-31- 1800-0061- 0010	DADE ST	R-2	MEDIUM DENSITY RESIDENTI AL	1.61	CONSERVATIO N	CON
00-00-31- 1800-0067- 0010	CALHOUN ST	R-2	MEDIUM DENSITY RESIDENTI AL	0.69	CONSERVATIO N	CON
00-00-31- 128A-0010- 0000	3 ILAN CIR	R-1	LOW DENSITY RESIDENTI AL	0.41	CONSERVATIO N	CON

PARCEL NUMBER	LOCATION	FROM EXISTING ZONING	FROM EXISTING FUTURE LAND USE	ACREAGE	TO FUTURE LAND USE	TO ZONING
00-00-31- 114B-0007- 0010	2569 1ST AV	R-2	MEDIUM DENSITY RESIDENTIAL	0.15	CONSERVATION	CON
00-00-31- 1720-000A- 0080	1ST AV AND SIMMONS RD	R-2/R-3	MEDIUM DENSITY + HIGH DENSITY RESIDENTIAL	0.23	CONSERVATION	CON
00-00-31- 1681-000A- 0000	1ST AV	R-1	LOW DENSITY RESIDENTIAL	0.23	CONSERVATION	CON
00-00-31- 1720-000A- 0010	1ST AV	R-2	MEDIUM DENSITY RESIDENTIAL	0.22	CONSERVATION	CON
TOTAL				22.15		









APPROVED



**MINUTES
PLANNING ADVISORY BOARD
REGULAR MEETING
DECEMBER 11, 2019**

1. CALL TO ORDER – 5:02 pm

ROLL CALL / DETERMINATION OF QUORUM

MEMBERS PRESENT:

*Mark Bennett (Vice-Chair)
Richard Clark
Jenny Schaffer (Alt 1)
Peter Stevenson*

*Victoria Robas (Alt 2)
Greg Roland (arrived at 5:49 pm)
Genece Minshew*

MEMBERS ABSENT:

OTHERS PRESENT

*Tami Bach, City Attorney
Kelly Gibson, Planning Director
Samantha Rogic, Recording Secretary*

Alternate Member Schaffer was seated as a voting member until Member Roland's late arrival.

2. APPROVAL OF MEETING MINUTES

2.1 November 13, 2019

ACTION TAKEN: A motion was made by Member Clark, seconded by Member Minshew, to approve the minutes as presented.

Motion passed by unanimous voice vote.

3. OLD BUSINESS

3.1 **LAND DEVELOPMENT CODE TEXT AMENDMENTS (PAB CASE #: 2019-07): CITY OF FERNANDINA BEACH, FLORIDA REQUESTS LAND DEVELOPMENT CODE TEXT AMENDMENTS TO MODIFY STANDARDS FOR HEIGHT ENCROACHMENTS WITHIN SECTIONS 1.07.00 ADDING OR AMENDING CERTAIN DEFINITIONS; AMENDING SECTION 4.02.03 STANDARDS FOR BUILDINGS AND BUILDING PLACEMENT AND HEIGHT WITHIN SPECIAL FLOOD HAZARD AREAS; AND SECTION 10.02.01 VARIANCES TO DISALLOW GRANTING OF VARIANCES TO EXCEED MAXIMUM BUILDING HEIGHTS AND TO DEVIATE FROM REQUIRED SIDE YARD SETBACKS FOR BUILDINGS WITHIN 800 FEET OF THE MEAN HIGH WATER MARK OF THE ATLANTIC OCEAN.**

Doug Roselle, 524 Tarpon Ave, spoke in support of limiting unnecessary allowable height encroachments.

ACTION TAKEN: A motion was made by Member Clark, seconded by Member Roland, to table the item to the January regular meeting.

Motion passed by unanimous voice vote.

ACTION TAKEN: A motion was made by Member Clark, seconded by Member Minshew to accept staff recommendation with regard to the yellow highlighted language and 10.02.01 Sub 11 and 12 which are additions.

Motion passed by unanimous voice vote.

4. NEW BUSINESS

4.1 PAB 2019-16: Future Land Use Map and Zoning Map Amendments to Conservation and Recreation for City Owned Properties (pursuant to Ordinance 2019-05)

The following individuals spoke to the item:

Deb Harper, 835 Allen, inquired on the notice she received in the mail.

Jeff McDowell, 2820 Mantanzas, asked for clarification on which property near him is affected.

Margarete Kirkland, 1377 Plantation Point Drive, speaking on behalf of Amelia Tree Conservancy, asked for clarification on several parcels.

Barbara Smith, 923 9th Street.

ACTION TAKEN: A motion was made by Member Roland, seconded by Member Clark, to approve PAB 2019-16 as presented.

Motion passed by unanimous voice vote.

4.2 PAB 2019-17: Future Land Use Map and Zoning Map Amendments for Non-City owned lands to Conservation and Recreation (pursuant to Ordinance 2019-05)

Marine St & Marine St:

The following individuals spoke to the item:

James O'Conner, 703 Garden Street, has a lease with CSX

Brad O'Conner, 2440 Lyndale Road, has a lease with CSX

Eric Oliver, 706 Someruelus, has a lease with CSX

Jennifer Harrison, 820 Someruelus St, spoke to the significant history of the bluff.

Member Stevenson motioned for no action to be taken on the two parcels identified to keep as industrial waterfront. Member Minshew seconded.

Upon further discussion, Member Stevenson withdrew his motion.

ACTION TAKEN: A motion was made by Member Roland, seconded by Member Clark, to postpone the CSX parcels to the March Regular meeting to give Staff time to meet with CSX.

Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.

8th and Dade Street:

The following individuals spoke to the item:

Monica Cleveland, 2203 Belvedere Ave

Jill McCarthy, 2120 Belvedere Ave

ACTION TAKEN: A motion was made by Member Clark, Seconded by Member Stevenson, to approve Staff's recommendation of all non-city owned parcels, with the exception of the CSX properties as discussed and the parcel located on the corner of Dade and 8th Street (00-00-31-1800-0067-0050).

Vote upon passage of the motion was taken b y ayes and nays and being all ayes, carried.

5. BOARD BUSINESS

5.1 Review Draft Amendments to PAB Bylaws

Members of the Board discussed.

ACTION TAKEN: A motion was made by Member Minshew, seconded by Member Roland, to approve the bylaws as amended and presented.

Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.

The Board then unanimously agreed by voice vote, to vote on the final approval at the January 2020 regular meeting.

6. STAFF REPORT

7. PUBLIC COMMENT

8. ADJOURNMENT – 7:54 PM


Samantha Rogic, Recording Secretary


Mark Bennett, Vice-Chair



STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

APPLICATION FOR FUTURE LAND USE MAP + ZONING AMENDMENTS
CITY OWNED PARCELS

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

APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:		00-00-31-1681-000A-0000 AND CITY OF EERNANDINA BEACH				
APPLICANT/AGENT:		City of Fernandina Beach				
REQUESTED ACTION:		Future Land Use Map Amendment and Zoning Map Change (In accordance with action directed under Ord. 2019-05)				
LOCATION AND DESCRIPTION OF SITE:		1 st Avenue & Bill Melton Road				
CURRENT LAND USE + ZONING:		Low Density Residential + R-1				
PROPOSED LAND USE + ZONING:		Conservation + CON				
EXISTING USES ON SITE:		Utility Lift Station				
PROPERTY SIZE:		0.23 Acres				
ENVIRONMENTAL CHARACTERISTICS:		<u>Flood zone</u>	<u>Potential Wetlands</u>	<u>Avg. Topography</u>	<u>Soil Type</u>	<u>Coastal Upland Protection Zone</u>
		X : Not SFHA	N/A	15'	Fripp Fine Sand Rolling	Yes
ADJACENT PROPERTIES:		<u>Direction</u>	<u>Existing Use(s)</u>	<u>Year Built</u>	<u>Zoning</u>	<u>FLUM</u>
		North	Residential	1992	R-1	LDR
		South	Residential	1986	R-1	LDR
		East	Residential	1984	R-1	LDR
		West	Residential	1984	R-1	LDR
APPLICABLE COMPREHENSIVE PLAN POLICIES:		1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering); 1.07.15 (conservation land use category); Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands); 6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools)				
Reference: www.fbfl.us/Compplan						



STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

APPLICABLE LAND DEVELOPMENT CODE SECTIONS:	2.00.03 (Establishment of district boundary); 2.01.20 (CON zoning district); 4.05.00 (Landscaping, Buffers, and Tree Protection); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) Reference: www.fbfl.us/LDC
STAFF RECOMMENDATION:	Staff finds the requested amendments to be sufficiently compliant with the Comprehensive Plan, Land Development Code, and established City Commission Goal to increase conservation land use and zoning acreage. Staff recommends approval of the request.

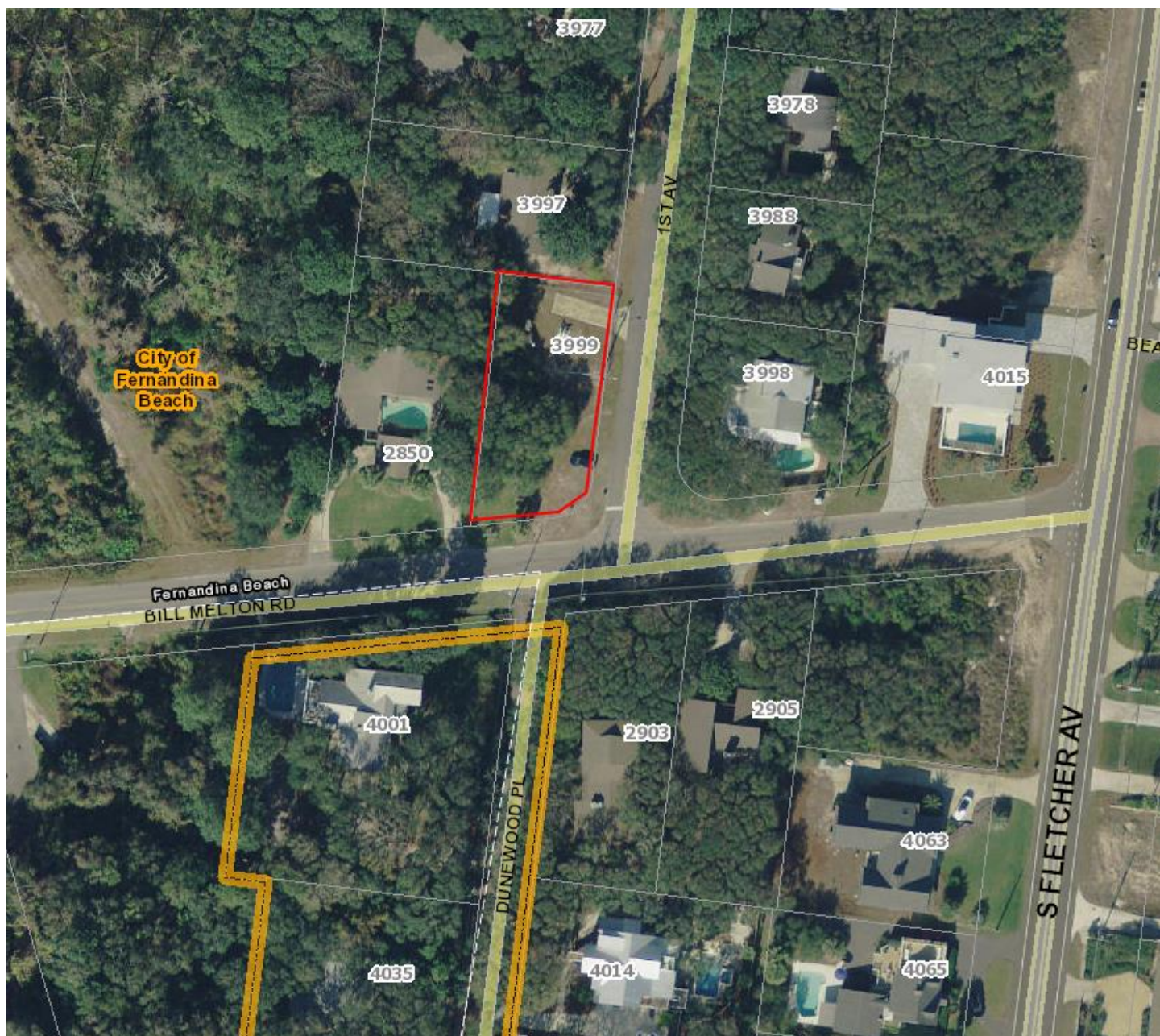
Submitted by:

Kelly N. Gibson, AICP
Director



STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

PROPERTY BOUNDARY





STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

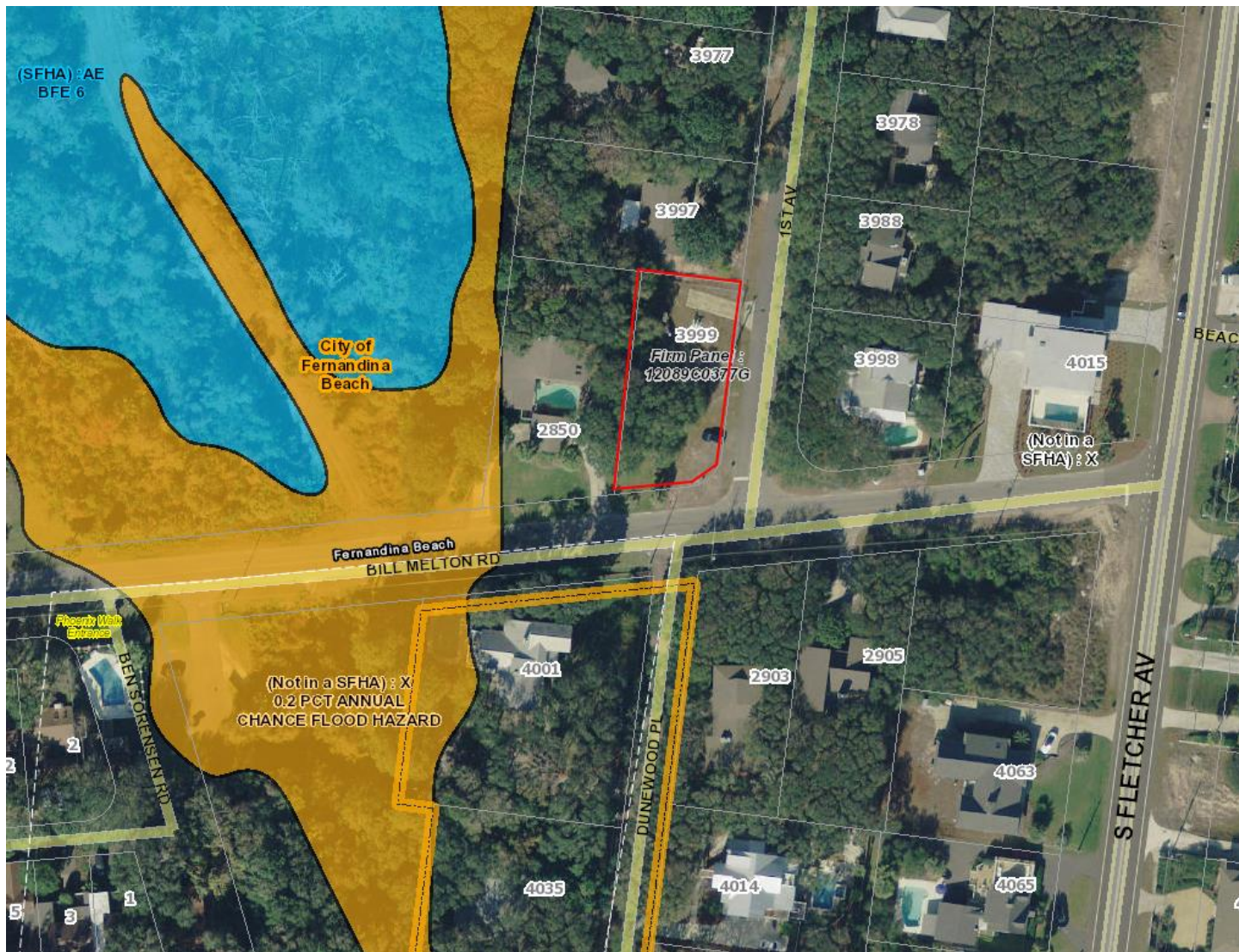
CURRENT LAND USE AND ZONING





STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

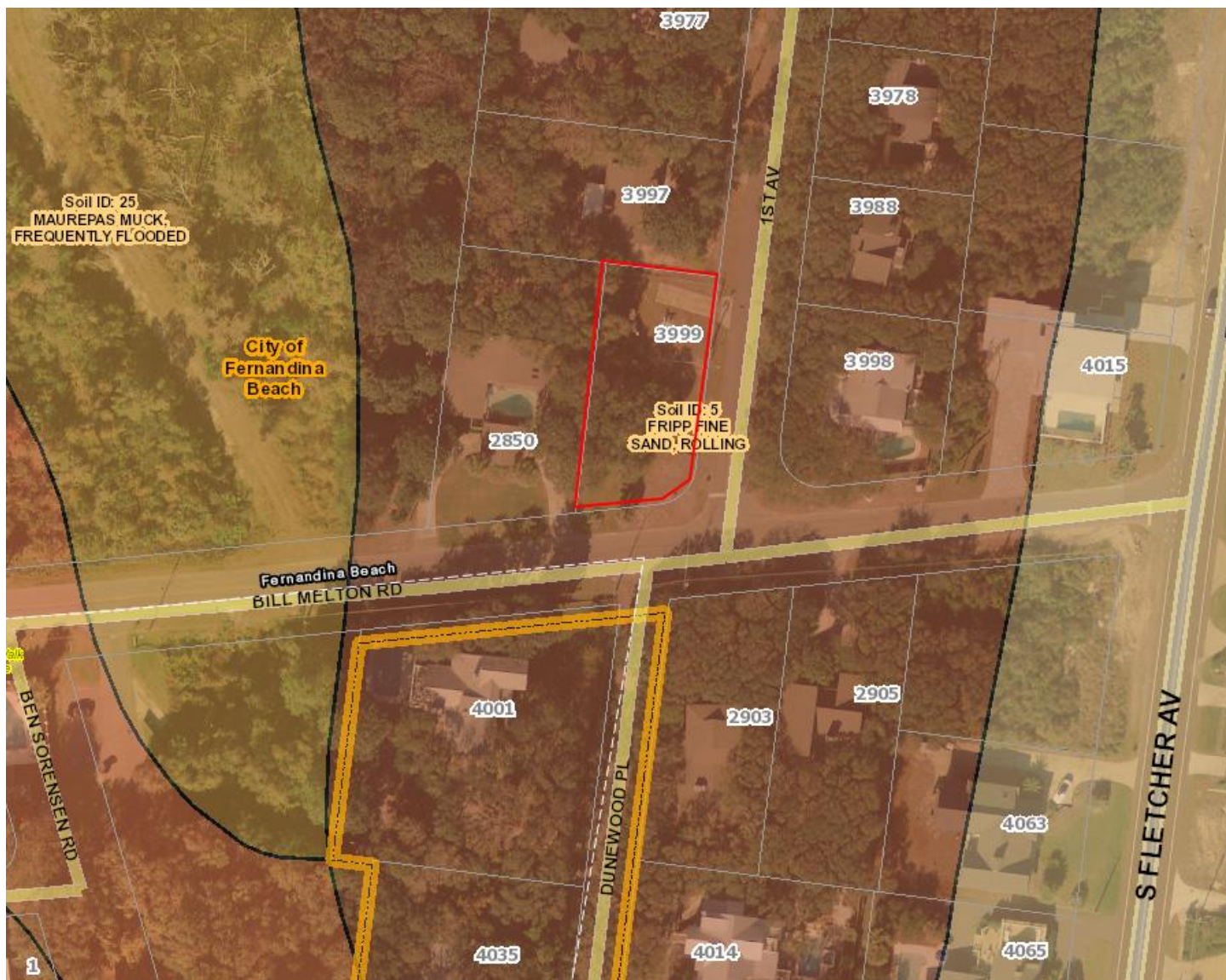
FLOODZONE





STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

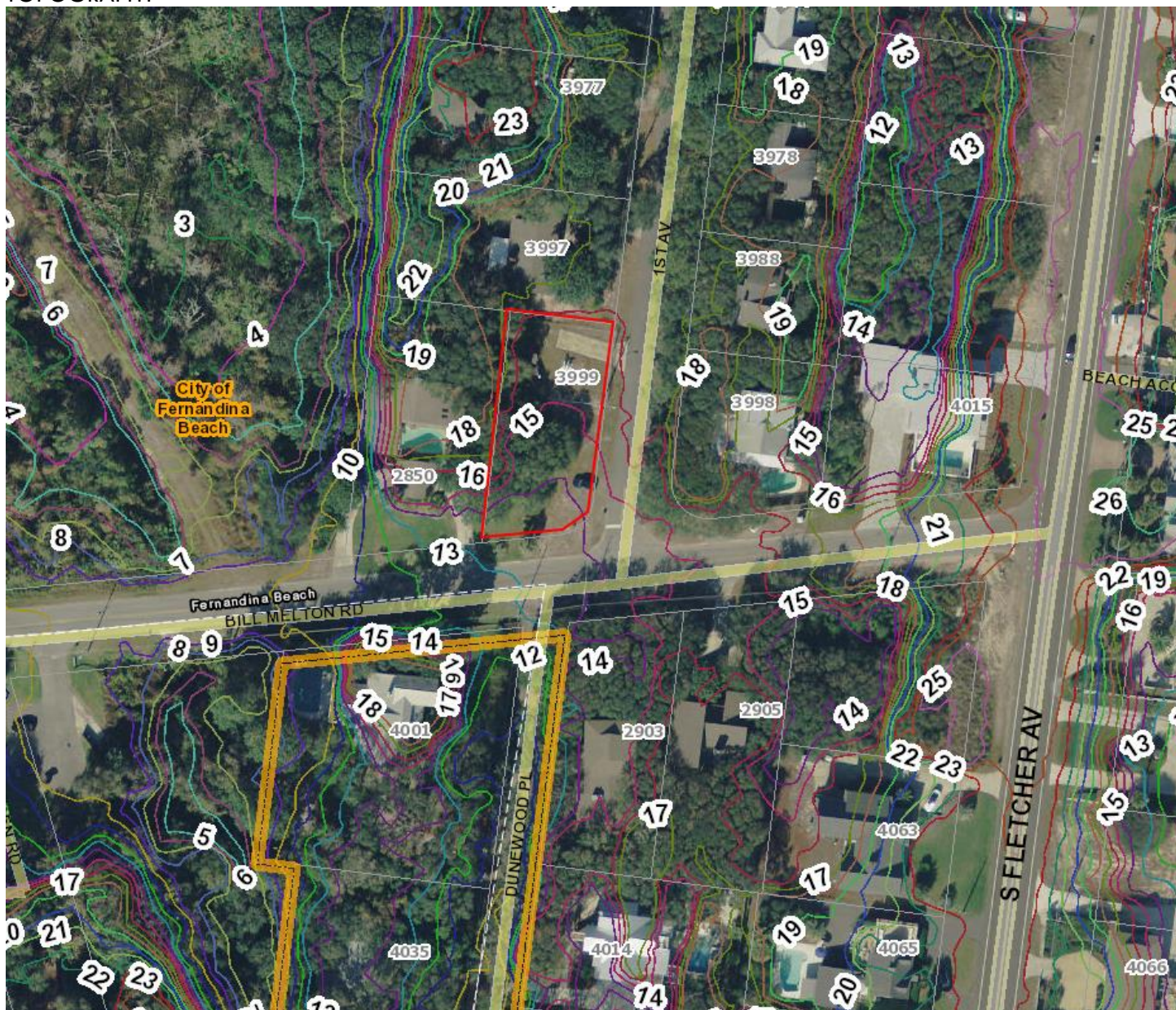
SOILS





STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

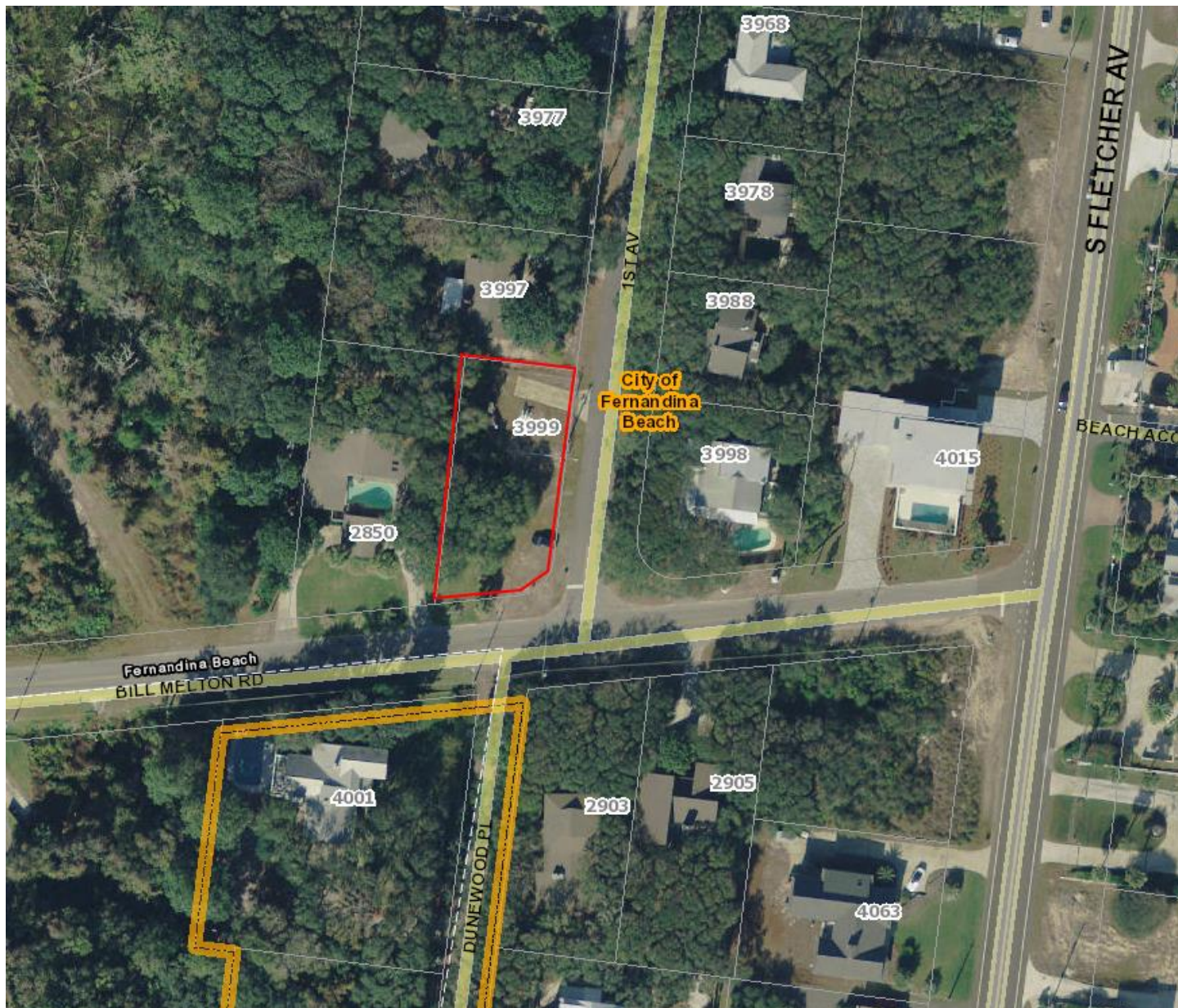
TOPOGRAPHY





STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

WETLANDS – Not applicable.





STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

STORM SURGE ZONE (COASTAL HIGH HAZARD AREA DEFINED AS CATEGORY 1 ZONE)





STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

APPLICATION FOR FUTURE LAND USE MAP + ZONING AMENDMENTS
CITY OWNED PARCELS

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

APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:		00-00-31-1720-000A-0080 AND CITY OF EERNANDINA BEACH				
APPLICANT/AGENT:		City of Fernandina Beach				
REQUESTED ACTION:		Future Land Use Map Amendment and Zoning Map Change (In accordance with action directed under Ord. 2019-05)				
LOCATION AND DESCRIPTION OF SITE:		1 st Avenue and Simmons Road				
CURRENT LAND USE + ZONING:		East Side – High Density Residential + R-3 West Side – Medium Density Residential + R-3				
PROPOSED LAND USE + ZONING:		Conservation + CON				
EXISTING USES ON SITE:		Vacant				
PROPERTY SIZE:		0.23 Acres				
ENVIRONMENTAL CHARACTERISTICS:		<u>Flood zone</u>	<u>Potential Wetlands</u>	<u>Avg. Topography</u>	<u>Soil Type</u>	<u>Coastal Upland Protection Zone</u>
		X : Not SFHA	N/A	16'	Fripp Fine Sand Rolling	Yes
ADJACENT PROPERTIES:		<u>Direction</u>	<u>Existing Use(s)</u>	<u>Year Built</u>	<u>Zoning</u>	<u>FLUM</u>
		North	Residential	2000	R-2+R3	MDR+HDR
		South	Residential	1999	R-2+R-3	MDR+HDR
		East	Residential	1971	R-3	HDR
		West	Residential	1996	R-2	MDR
APPLICABLE COMPREHENSIVE PLAN POLICIES:		1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering); 1.07.15 (conservation land use category); Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands); 6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools)				
Reference: www.fbfl.us/Compplan						



STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

APPLICABLE LAND DEVELOPMENT CODE SECTIONS:	2.00.03 (Establishment of district boundary); 2.01.20 (CON zoning district); 4.05.00 (Landscaping, Buffers, and Tree Protection); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) Reference: www.fbfl.us/LDC
STAFF RECOMMENDATION:	Staff finds the requested amendments to be sufficiently compliant with the Comprehensive Plan, Land Development Code, and established City Commission Goal to increase conservation land use and zoning acreage. Staff recommends approval of the request.

Submitted by:

Kelly N. Gibson, AICP
Director

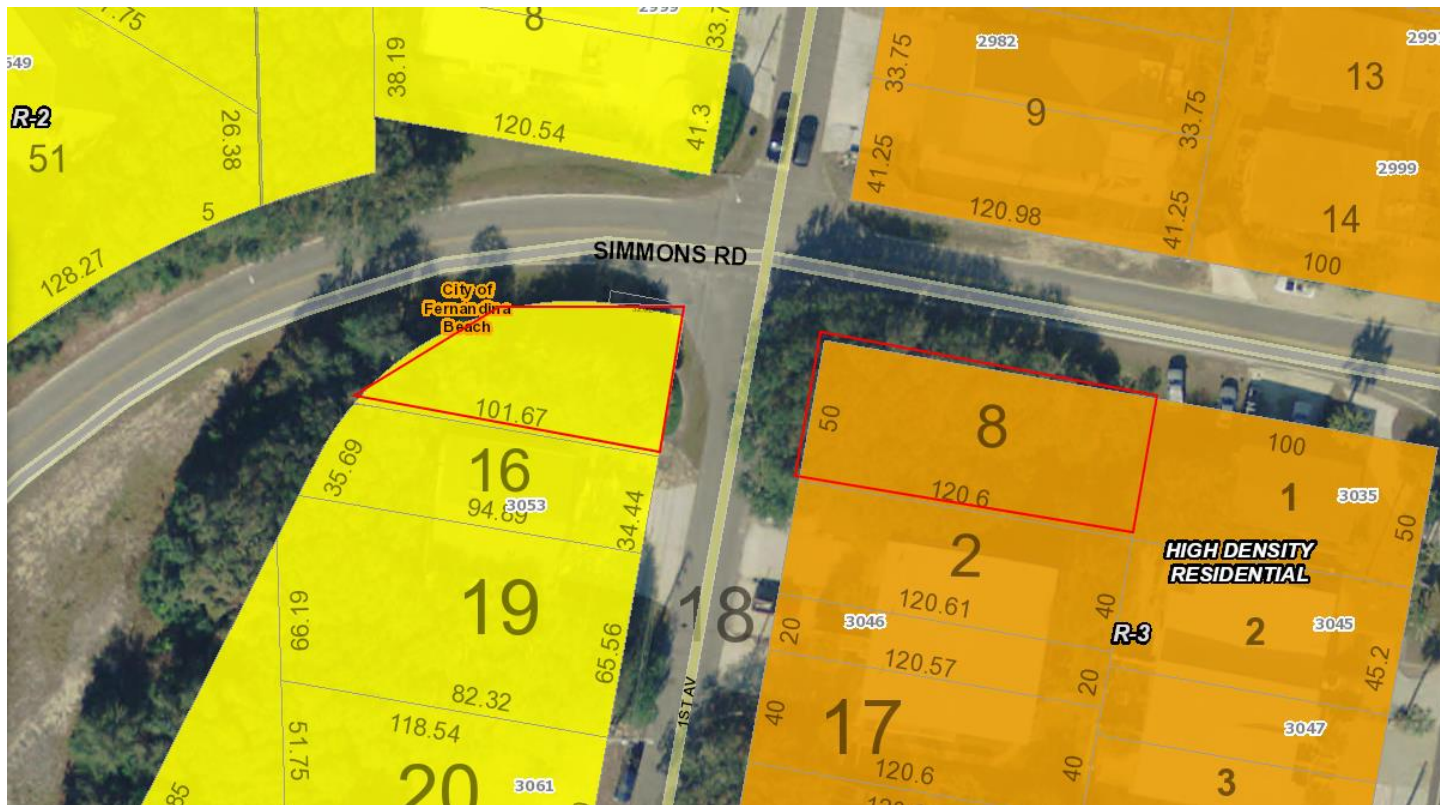


An aerial photograph of a residential neighborhood in Fernandina Beach, Florida. The map displays several property lots, many of which are outlined in red. A yellow line runs vertically through the center, labeled '1ST AV'. A horizontal road at the top is labeled 'SIMMONS RD'. A red-outlined area on the left side is labeled 'City of Fernandina Beach' in yellow text. Various lot numbers are visible, including 8, 9, 13, 14, 16, 17, 18, 19, and 20. Some lots have additional numbers like 3053, 3061, 3075, 3046, 3045, and 3047. The map also shows trees, houses, and parked cars.



STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

CURRENT LAND USE AND ZONING





STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

FLOODZONE





This aerial map displays a residential neighborhood with several streets and property lots. The streets shown are Simmons Rd, Istav, and a road labeled 117.75. The lots are numbered 8, 9, 16, 17, 18, 19, and 20. A red outline highlights a specific area within lot 16, labeled 'City of Fernandina Beach' and 'Soil ID: 5 FRIPP FINE SAND ROLLING'. The map also shows various lot dimensions and area measurements, such as 120.54, 120.98, 101.67, 120.6, 120.61, 120.57, 120.6, and 120.61. Other labels include '2999', '2982', '3053', '3046', '3047', and '3061'.



STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

TOPOGRAPHY

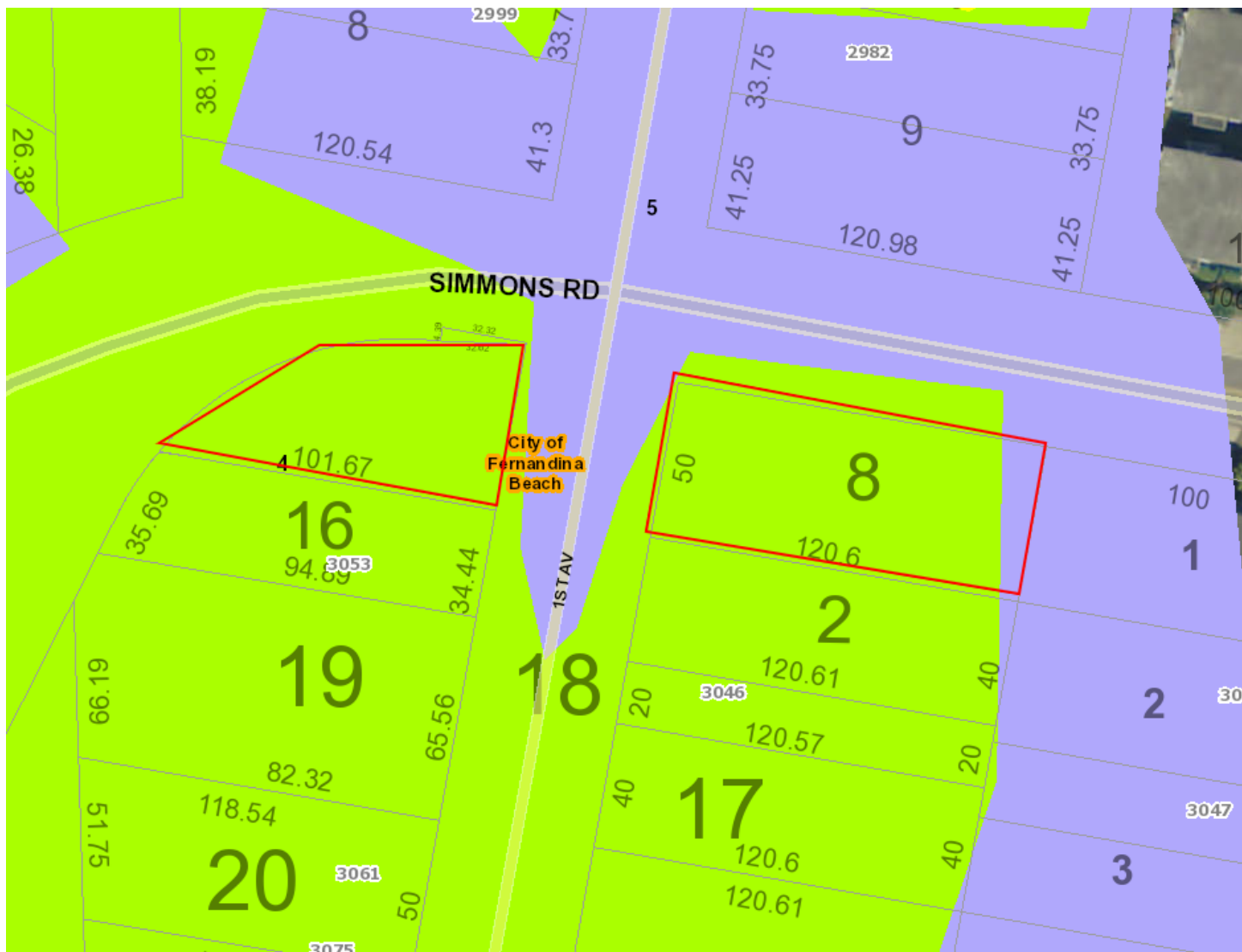


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STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

STORM SURGE ZONE (COASTAL HIGH HAZARD AREA DEFINED AS CATEGORY 1 ZONE)





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PAB 2019-16 (CITY OWNED PROPERTIES)
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December 11, 2019

APPLICATION FOR FUTURE LAND USE MAP + ZONING AMENDMENTS
CITY OWNED PARCELS

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

APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:	00-00-31-1800-0180-0040 AND CITY OF FERNANDINA BEACH 00-00-31-1800-0302-0000 AND CITY OF FERNANDINA BEACH				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change (In accordance with action directed under Ord. 2019-05)				
LOCATION AND DESCRIPTION OF SITE:	South 8th & Lime Street				
CURRENT LAND USE + ZONING:	8 th ST Mixed Use + MU-8				
PROPOSED LAND USE + ZONING:	Recreation + REC				
EXISTING USES ON SITE:	Vacant				
PROPERTY SIZE:	00-00-31-1800-0180-0040 – 0.15 Acres 00-00-31-1800-0302-0000 – 1.34 Acres				
ENVIRONMENTAL CHARACTERISTICS:	<u>Flood zone</u>	<u>Potential Wetlands</u>	<u>Avg. Topography</u>	<u>Soil Type</u>	<u>Coastal Upland Protection Zone</u>
	X : Not SFHA	No	15'	Urban Land	No
ADJACENT PROPERTIES:	<u>Direction</u>	<u>Existing Use(s)</u>	<u>Year Built</u>	<u>Zoning</u>	<u>FLUM</u>
	North	Retail	1973	MU-8	8 th St. MU
	South	County	-	-	-
	East	Vacant	-	MU-8	8 th St. MU
	West	Warehouse	1947	I-1	Industrial
APPLICABLE COMPREHENSIVE PLAN POLICIES:	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering); 1.07.15 (conservation land use category); Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands); 6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) Reference: www.fbfl.us/Compplan				
APPLICABLE LAND	2.00.03 (Establishment of district boundary);				



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DEVELOPMENT CODE SECTIONS:	2.01.20 (CON zoning district); 4.05.00 (Landscaping, Buffers, and Tree Protection); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) Reference: www.fbfl.us/LDC
STAFF RECOMMENDATION:	Staff finds the requested amendments to be sufficiently compliant with the Comprehensive Plan, Land Development Code, and established City Commission Goal to increase conservation land use and zoning acreage. Staff recommends approval of the request.

Submitted by:

Kelly N. Gibson, AICP
Director



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PROPERTY BOUNDARY





This is an aerial photograph of a residential neighborhood in Fernandina Beach, Florida. The map displays numerous property lots, many of which are labeled with their lot numbers. A prominent red outline highlights a specific property located between S 7th St and S 8th St, and between S 10th St and S 11th St. The property is labeled with the number 302. Other visible lot numbers include 173, 1019, 1003, 1011, 1016, 1020, 1024, 1028, 1032, 1050, 1105, 1104, 814, 1107, 905, 1111, 1112, 1113, 1114, 1115, 1116, 1117, 1118, 1119, 1120, 1121, 1122, 1123, 1124, 1125, 1126, 1127, 1128, 1129, 1130, 1131, 1132, 1133, 1134, 1135, 1136, 1137, 1138, 1139, 1140, 1141, 1142, 1143, 1144, 1145, 1146, 1147, 1148, 1149, 1150, 1151, 1152, 1153, 1154, 1155, 1156, 1157, 1158, 1159, 1160, 1161, 1162, 1163, 1164, 1165, 1166, 1167, 1168, 1169, 1170, 1171, 1172, 1173, 1174, 1175, 1176, 1177, 1178, 1179, 1180, 1181, 1182, 1183, 1184, 1185, 1186, 1187, 1188, 1189, 1190, 1191, 1192, 1193, 1194, 1195, 1196, 1197, 1198, 1199, 1200, 1201, 1202, 1203, 1204, 1205, 1206, 1207, 1208, 1209, 1210, 1211, 1212, 1213, 1214, 1215, 1216, 1217, 1218, 1219, 1220, 1221, 1222, 1223, 1224, 1225, 1226, 1227, 1228, 1229, 1230, 1231, 1232, 1233, 1234, 1235, 1236, 1237, 1238, 1239, 1240, 1241, 1242, 1243, 1244, 1245, 1246, 1247, 1248, 1249, 1250, 1251, 1252, 1253, 1254, 1255, 1256, 1257, 1258, 1259, 1260, 1261, 1262, 1263, 1264, 1265, 1266, 1267, 1268, 1269, 1270, 1271, 1272, 1273, 1274, 1275, 1276, 1277, 1278, 1279, 1280, 1281, 1282, 1283, 1284, 1285, 1286, 1287, 1288, 1289, 1290, 1291, 1292, 1293, 1294, 1295, 1296, 1297, 1298, 1299, 1300, 1301, 1302, 1303, 1304, 1305, 1306, 1307, 1308, 1309, 1310, 1311, 1312, 1313, 1314, 1315, 1316, 1317, 1318, 1319, 1320, 1321, 1322, 1323, 1324, 1325, 1326, 1327, 1328, 1329, 1330, 1331, 1332, 1333, 1334, 1335, 1336, 1337, 1338, 1339, 1340, 1341, 1342, 1343, 1344, 1345, 1346, 1347, 1348, 1349, 1350, 1351, 1352, 1353, 1354, 1355, 1356, 1357, 1358, 1359, 1360, 1361, 1362, 1363, 1364, 1365, 1366, 1367, 1368, 1369, 1370, 1371, 1372, 1373, 1374, 1375, 1376, 1377, 1378, 1379, 1380, 1381, 1382, 1383, 1384, 1385, 1386, 1387, 1388, 1389, 1390, 1391, 1392, 1393, 1394, 1395, 1396, 1397, 1398, 1399, 1400, 1401, 1402, 1403, 1404, 1405, 1406, 1407, 1408, 1409, 1410, 1411, 1412, 1413, 1414, 1415, 1416, 1417, 1418, 1419, 1420, 1421, 1422, 1423, 1424, 1425, 1426, 1427, 1428, 1429, 1430, 1431, 1432, 1433, 1434, 1435, 1436, 1437, 1438, 1439, 1440, 1441, 1442, 1443, 1444, 1445, 1446, 1447, 1448, 1449, 1450, 1451, 1452, 1453, 1454, 1455, 1456, 1457, 1458, 1459, 1460, 1461, 1462, 1463, 1464, 1465, 1466, 1467, 1468, 1469, 1470, 1471, 1472, 1473, 1474, 1475, 1476, 1477, 1478, 1479, 1480, 1481, 1482, 1483, 1484, 1485, 1486, 1487, 1488, 1489, 1490, 1491, 1492, 1493, 1494, 1495, 1496, 1497, 1498, 1499, 1500, 1501, 1502, 1503, 1504, 1505, 1506, 1507, 1508, 1509, 1510, 1511, 1512, 1513, 1514, 1515, 1516, 1517, 1518, 1519, 1520, 1521, 1522, 1523, 1524, 1525, 1526, 1527, 1528, 1529, 1530, 1531, 1532, 1533, 1534, 1535, 1536, 1537, 1538, 1539, 1540, 1541, 1542, 1543, 1544, 1545, 1546, 1547, 1548, 1549, 1550, 1551, 1552, 1553, 1554, 1555, 1556, 1557, 1558, 1559, 1560, 1561, 1562, 1563, 1564, 1565, 1566, 1567, 1568, 1569, 1570, 1571, 1572, 1573, 1574, 1575, 1576, 1577, 1578, 1579, 1580, 1581, 1582, 1583, 1584, 1585, 1586, 1587, 1588, 1589, 1590, 1591, 1592, 1593, 1594, 1595, 1596, 1597, 1598, 1599, 1600, 1601, 1602, 1603, 1604, 1605, 1606, 1607, 1608, 1609, 1610, 1611, 1612, 1613, 1614, 1615, 1616, 1617, 1618, 1619, 1620, 1621, 1622, 1623, 1624, 1625, 1626, 1627, 1628, 1629, 1630, 1631, 1632, 1633, 1634, 1635, 1636, 1637, 1638, 1639, 1640, 1641, 1642, 1643, 1644, 1645, 1646, 1647, 1648, 1649, 1650, 1651, 1652, 1653, 1654, 1655, 1656, 1657, 1658, 1659, 1660, 1661, 1662, 1663, 1664, 1665, 1666, 1667, 1668, 1669, 1670, 1671, 1672, 1673, 1674, 1675, 1676, 1677, 1678, 1679, 1680, 1681, 1682, 1683, 1684, 1685, 1686, 1687, 1688, 1689, 1690, 1691, 1692, 1693, 1694, 1695, 1696, 1697, 1698, 1699, 1700, 1701, 1702, 1703, 1704, 1705, 1706, 1707, 1708, 1709, 1710, 1711, 1712, 1713, 1714, 1715, 1716, 1717, 1718, 1719, 1720, 1721, 1722, 1723, 1724, 1725, 1726, 1727, 1728, 1729, 1730, 1731, 1732, 1733, 1734, 1735, 1736, 1737, 1738, 1739, 1740, 1741, 1742, 1743, 1744, 1745, 1746, 1747, 1748, 1749, 1750, 1751, 1752, 1753, 1754, 1755, 1756, 1757, 17

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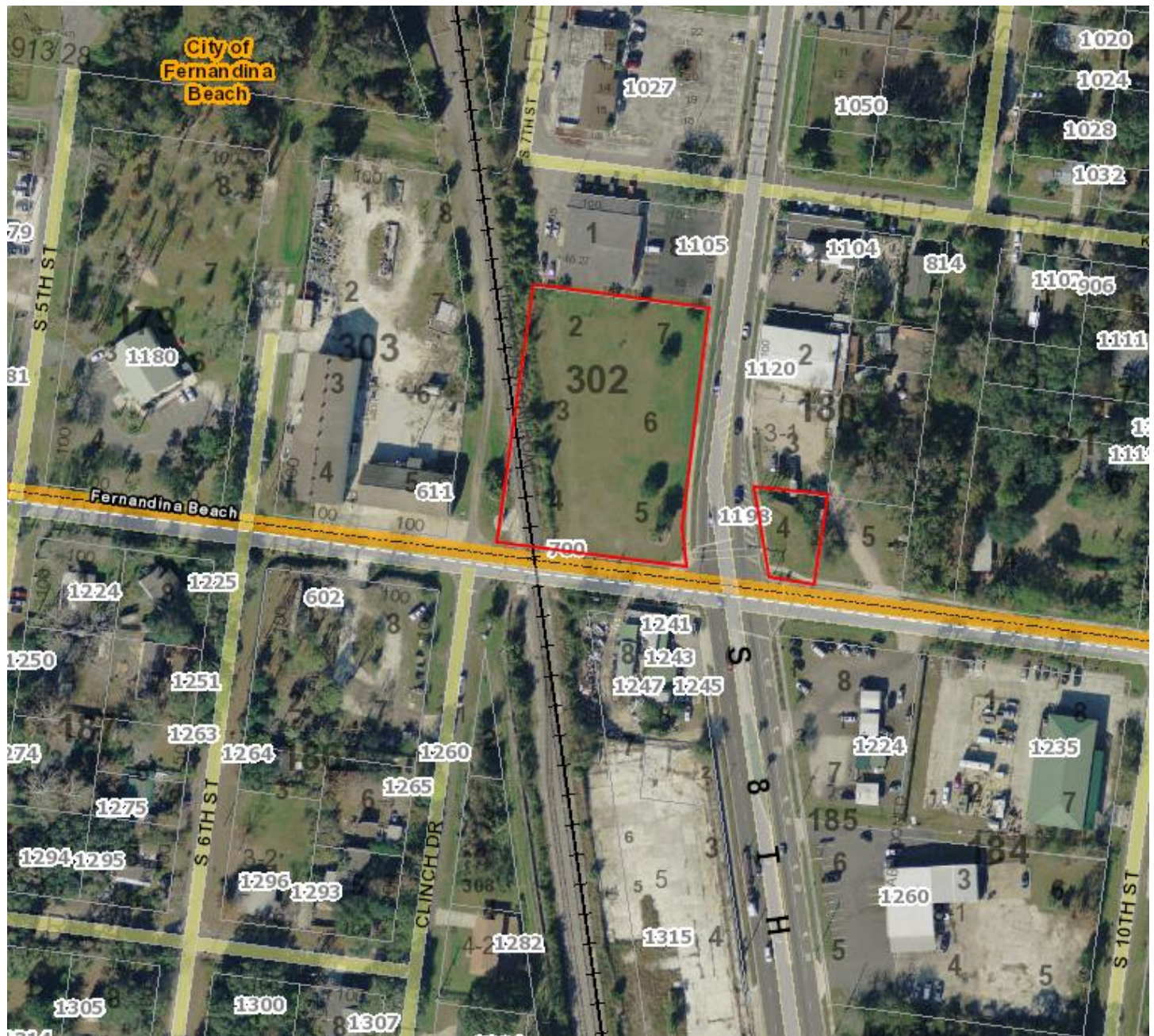
TOPOGRAPHY





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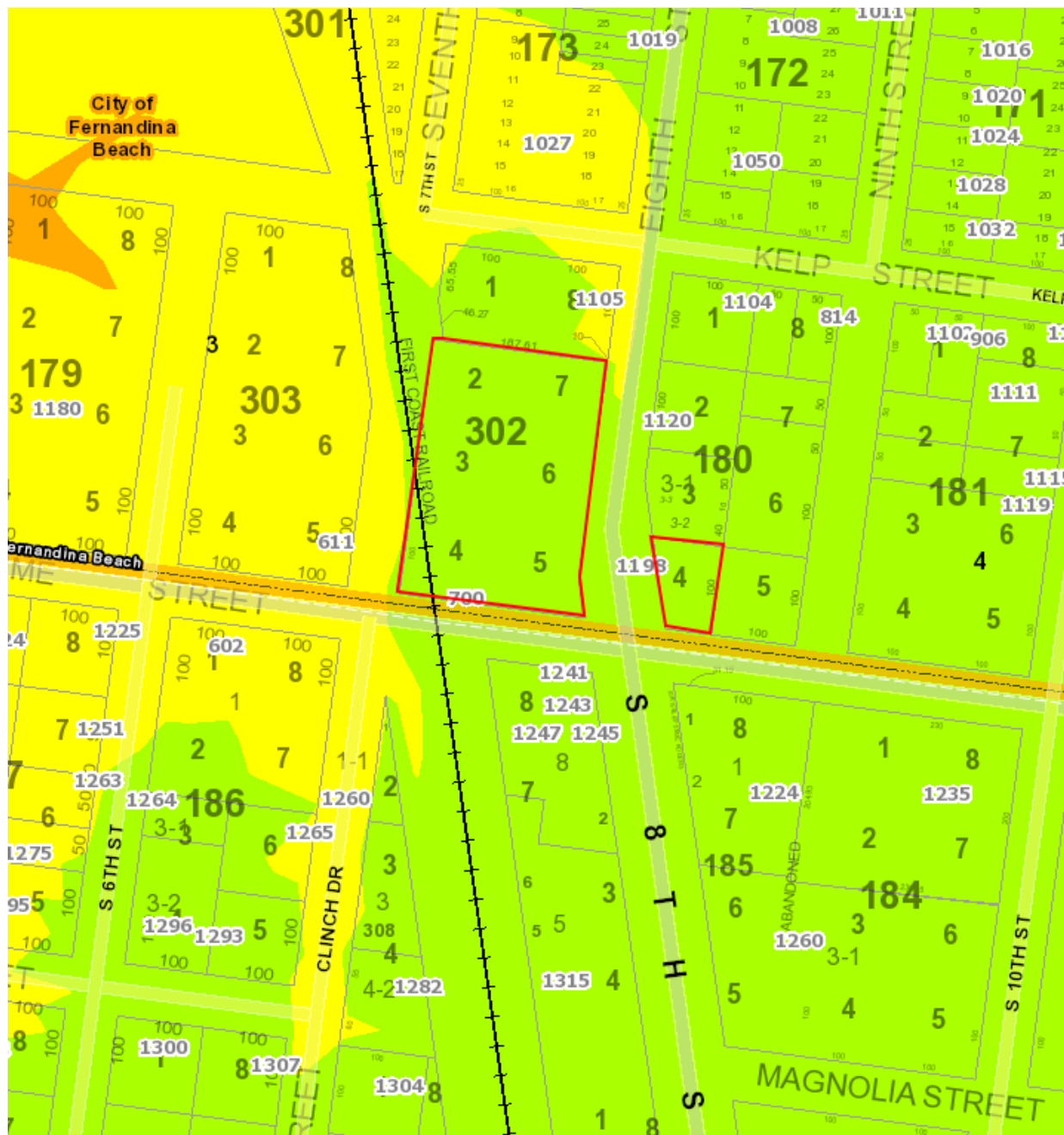
WETLANDS – Not applicable.





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STORM SURGE ZONE (COASTAL HIGH HAZARD AREA DEFINED AS CATEGORY 1 ZONE)





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PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

APPLICATION FOR FUTURE LAND USE MAP + ZONING AMENDMENTS
CITY OWNED PARCELS

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

APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:	00-00-31-128A-0010-0000 00-00-31-128A-OPRK-0000 CITY OF EERNANDINA BEACH				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change (In accordance with action directed under Ord. 2019-05)				
LOCATION AND DESCRIPTION OF SITE:	ILAN CIRCLE – Vacant and Vacant with Utilities				
CURRENT LAND USE + ZONING:	Low Density Residential (LDR) and R-1 Zoning				
PROPOSED LAND USE + ZONING:	Conservation + CON				
EXISTING USES ON SITE:	Vacant/ Undisturbed				
PROPERTY SIZE:	00-00-31-128A-0010-0000: 0.41 acres 00-00-31-128A-OPRK-0000: 0.14 acres				
ENVIRONMENTAL CHARACTERISTICS:	<u>Flood zone</u>	<u>Potential Wetlands</u>	<u>Avg. Topography</u>	<u>Soil Type</u>	<u>Coastal Upland Protection Zone</u>
	X	NO	12-22 FT	FINE SANDS	NO
ADJACENT PROPERTIES:	<u>Direction</u>	<u>Existing Use(s)</u>	<u>Year Built</u>	<u>Zoning</u>	<u>FLUM</u>
	North	SF Homes	Varies	R-1	Low Density Residential (LDR)
	South	"	"	"	"
	East	"	"	"	"
	West	"	"	"	"
APPLICABLE COMPREHENSIVE PLAN POLICIES:	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering); 1.07.15 (conservation land use category); Objective 5.10 (Wildlife Planning) and specific policies 5.10.01, 5.10.02, 5.10.05; Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands) Reference: www.fbfl.us/Compplan				
APPLICABLE LAND	2.00.03 (Establishment of district boundary);				



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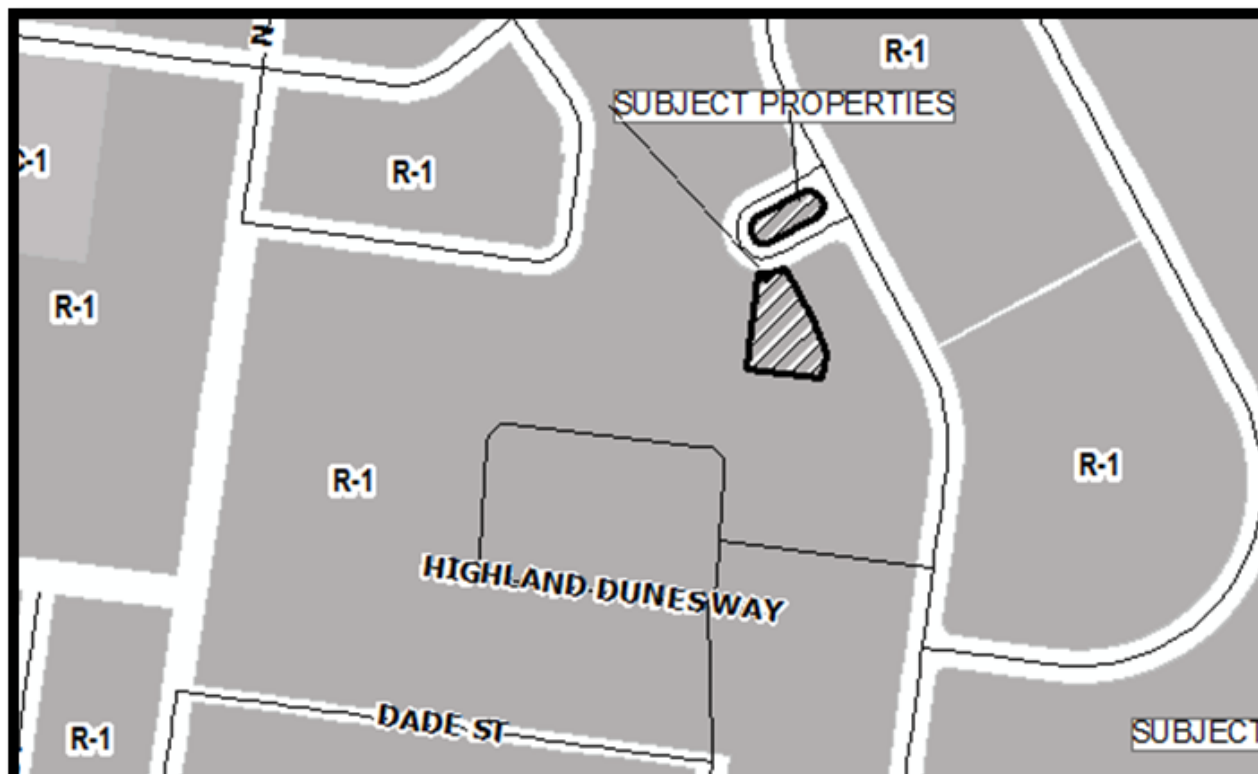
DEVELOPMENT CODE SECTIONS:	2.01.20 (CON zoning district); 4.05.00 (Landscaping, Buffers, and Tree Protection); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) Reference: www.fbfl.us/LDC
STAFF RECOMMENDATION:	Staff finds the requested amendments to be sufficiently compliant with the Comprehensive Plan, Land Development Code, and established City Commission Goal to increase conservation land use and zoning acreage. Staff recommends approval of the request.

Kelly N. Gibson, AICP
Director



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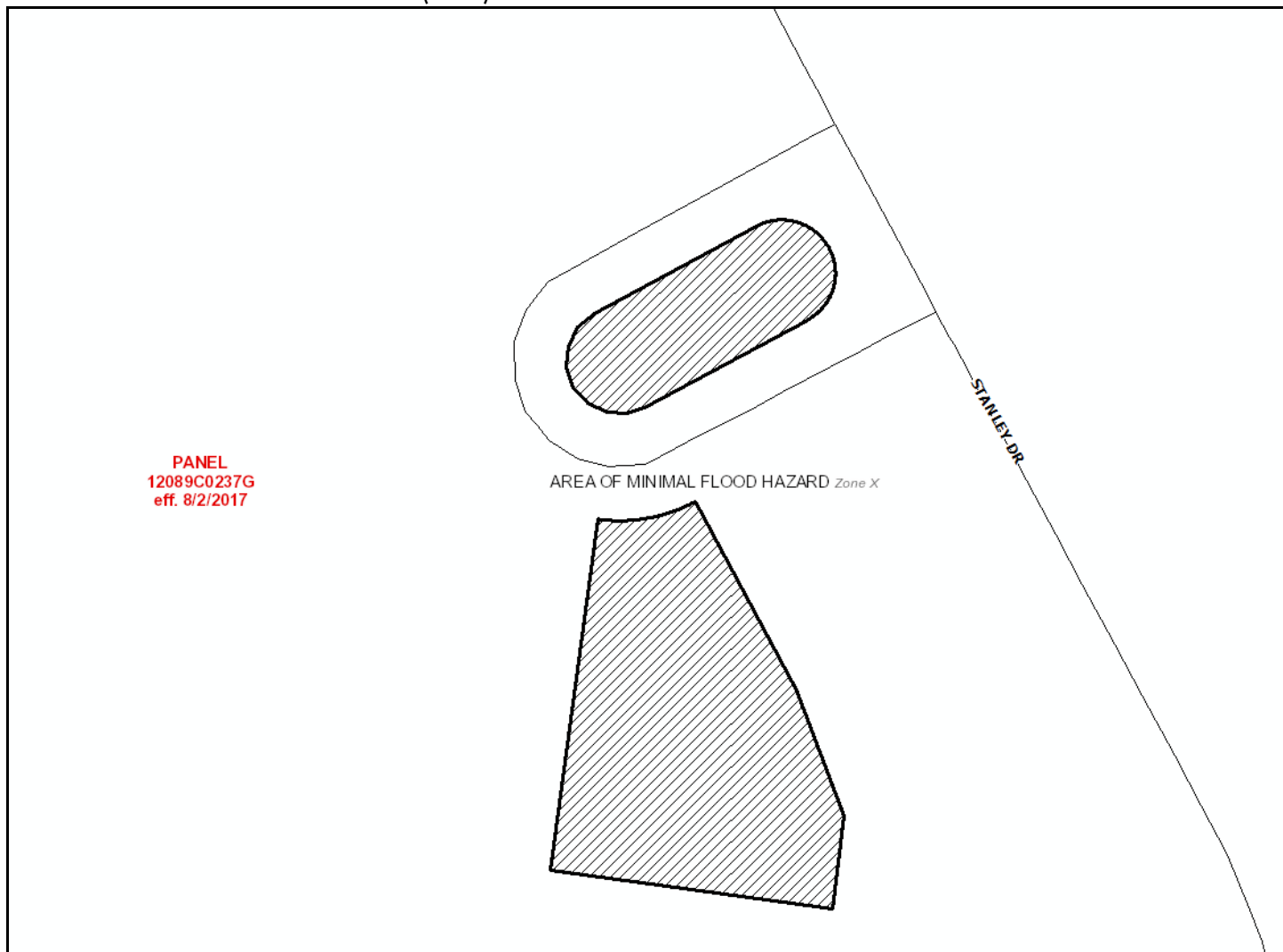
MAP OF PROPERTY BOUNDARIES AND EXISTING LAND USE MAP DESIGNATION (LOW DENSITY RESIDENTIAL -LDR)
AND ZONING DISTRICT OF LOW DENSITY RESIDENTIAL (R-1)





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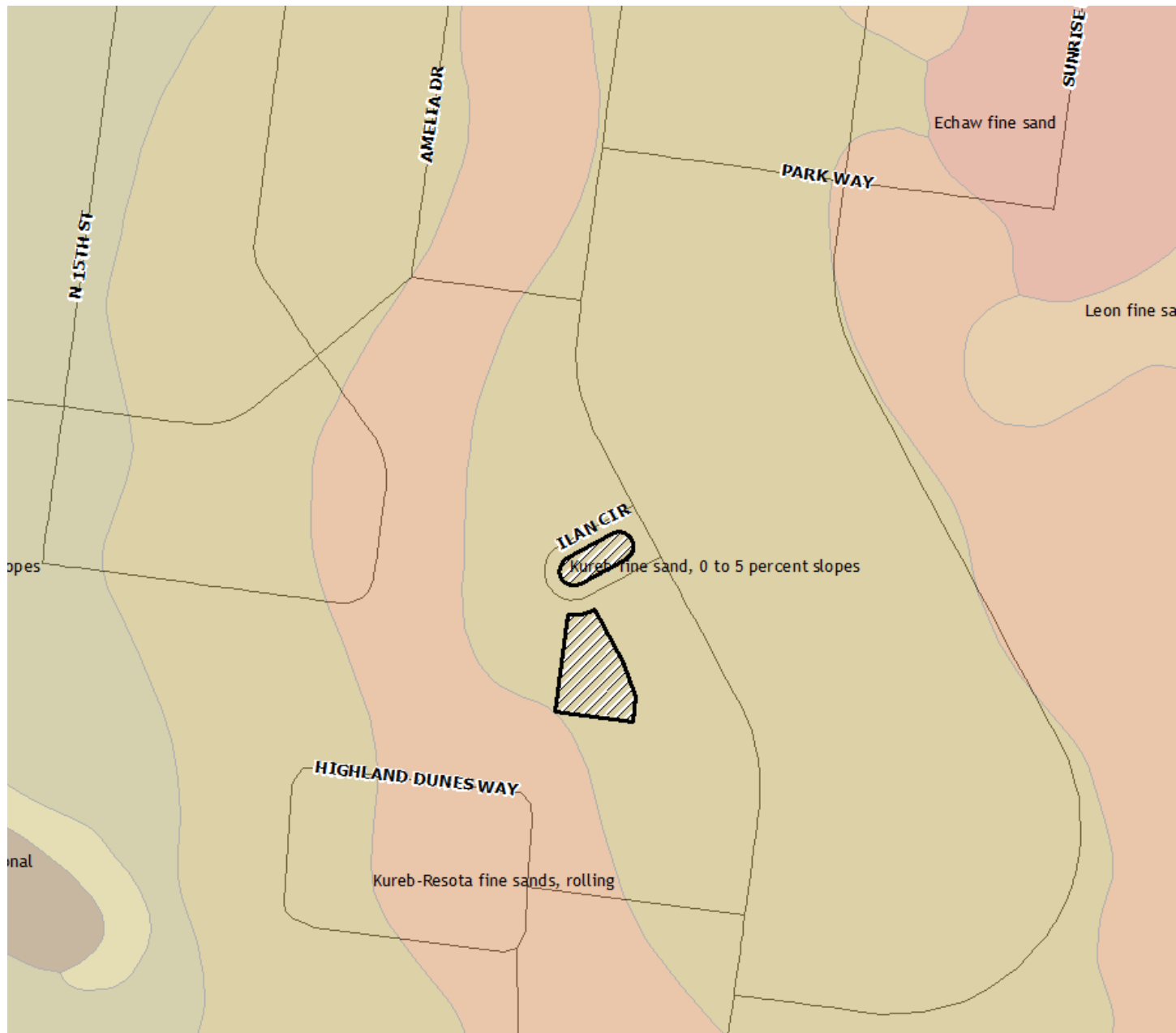
FEMA FLOOD INSURANCE RATE MAP (FIRM) FLOODZONES



SOILS MAP



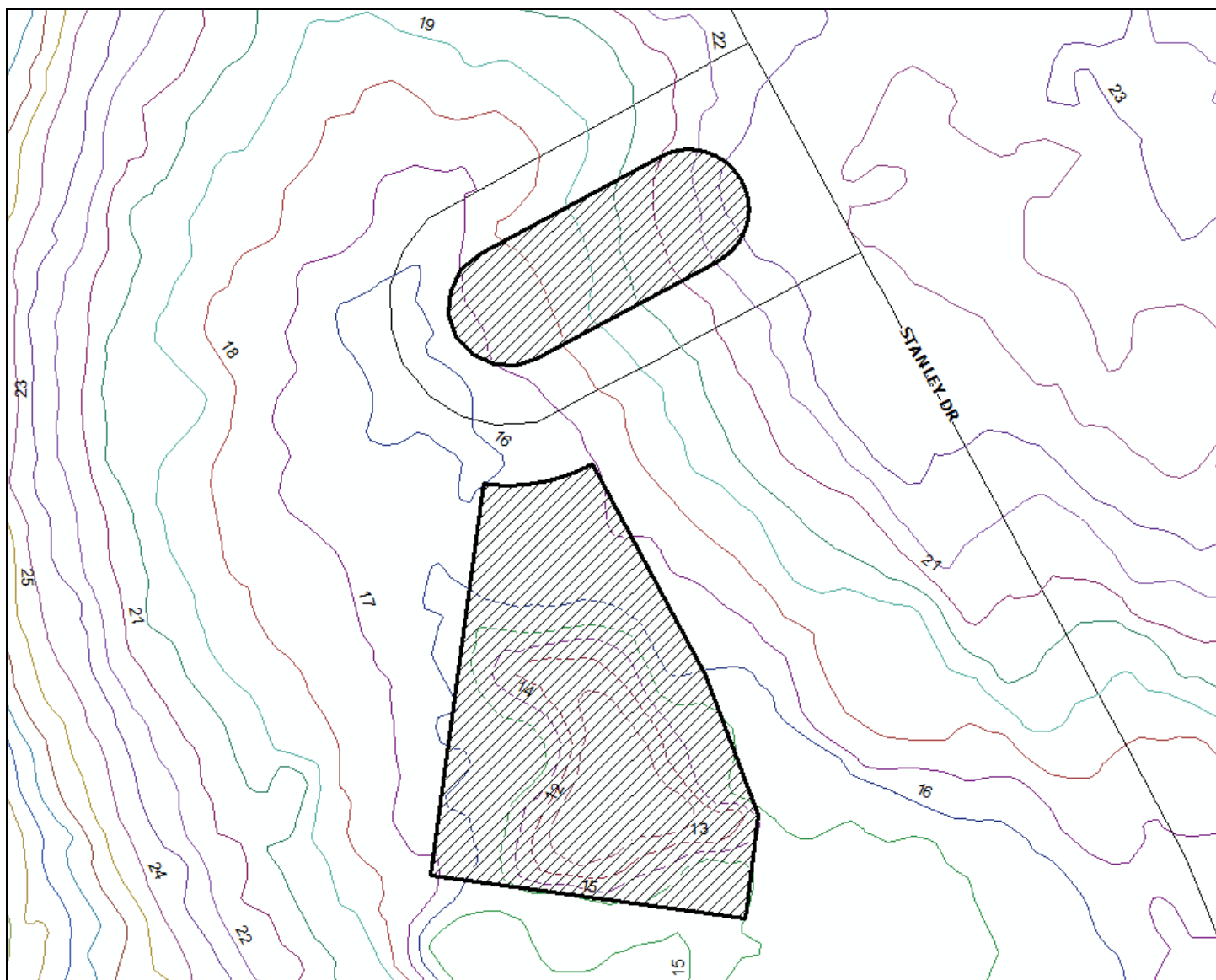
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TOPOGRAPHY MAP





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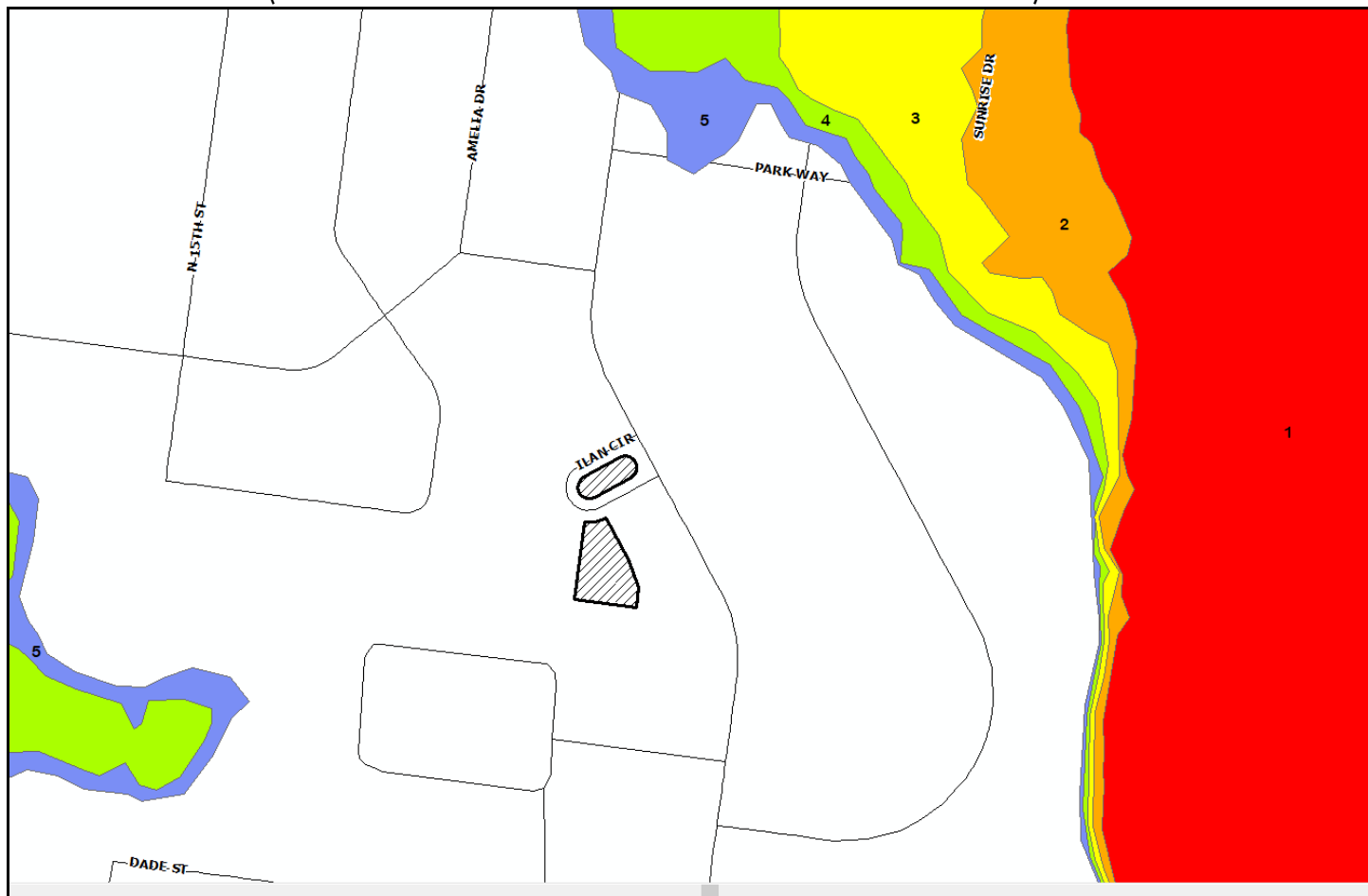
WETLANDS MAP





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STORM SURGE ZONE (COASTAL HIGH HAZARD AREA DEFINED AS CATEGORY 1 ZONE) MAP





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APPLICATION FOR FUTURE LAND USE MAP + ZONING AMENDMENTS
CITY OWNED PARCELS

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

APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:	00-00-31-1680-0029-0050 AND CITY OF FERNANDINA BEACH 00-00-31-1680-0025-0070 AND CITY OF FERNANDINA BEACH				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change (In accordance with action directed under Ord. 2019-05)				
LOCATION AND DESCRIPTION OF SITE:	Matanzas & Ariana Avenue				
CURRENT LAND USE + ZONING:	Medium Density Residential + R-2				
PROPOSED LAND USE + ZONING:	Conservation + CON				
EXISTING USES ON SITE:	Vacant				
PROPERTY SIZE:	00-00-31-1680-0029-0050 - 0.36 Acres 00-00-31-1680-0025-0070 - 0.57 Acres				
ENVIRONMENTAL CHARACTERISTICS:	<u>Flood zone</u>	<u>Potential Wetlands</u>	<u>Avg. Topography</u>	<u>Soil Type</u>	<u>Coastal Upland Protection Zone</u>
	AE 6	Yes	Varies 18' to 3'	Fripp Fine Sand Rolling. Maurepas Muck.	Yes
ADJACENT PROPERTIES:	<u>Direction</u>	<u>Existing Use(s)</u>	<u>Year Built</u>	<u>Zoning</u>	<u>FLUM</u>
	North	Vacant	-	R-2	MDR
	South	Vacant	-	CON	CON
	East	Residential	2002	R-2	MDR
	West	Golf Course	-	R-1	LDR
APPLICABLE COMPREHENSIVE PLAN POLICIES:	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering); 1.07.15 (conservation land use category); Objective 5.08 (Wetlands Protection and Preservation) and all policy statements which follow; Objective 5.10 (Wildlife Planning) and specific policies 5.10.01, 5.10.02, 5.10.05 5.14.09 (development standards for environmentally sensitive and conservation lands);				



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	Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands); 6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) Reference: www.fbfl.us/Compplan
APPLICABLE LAND DEVELOPMENT CODE SECTIONS:	2.00.03 (Establishment of district boundary); 2.01.20 (CON zoning district); 3.02.06 (Land Uses within Areas of Special Flood Hazard); 3.03.00 (Wetland Protection); 4.05.00 (Landscaping, Buffers, and Tree Protection); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) Reference: www.fbfl.us/LDC
STAFF RECOMMENDATION:	Staff finds the requested amendments to be sufficiently compliant with the Comprehensive Plan, Land Development Code, and established City Commission Goal to increase conservation land use and zoning acreage. Staff recommends approval of the request.

Submitted by:

Kelly N. Gibson, AICP
Director



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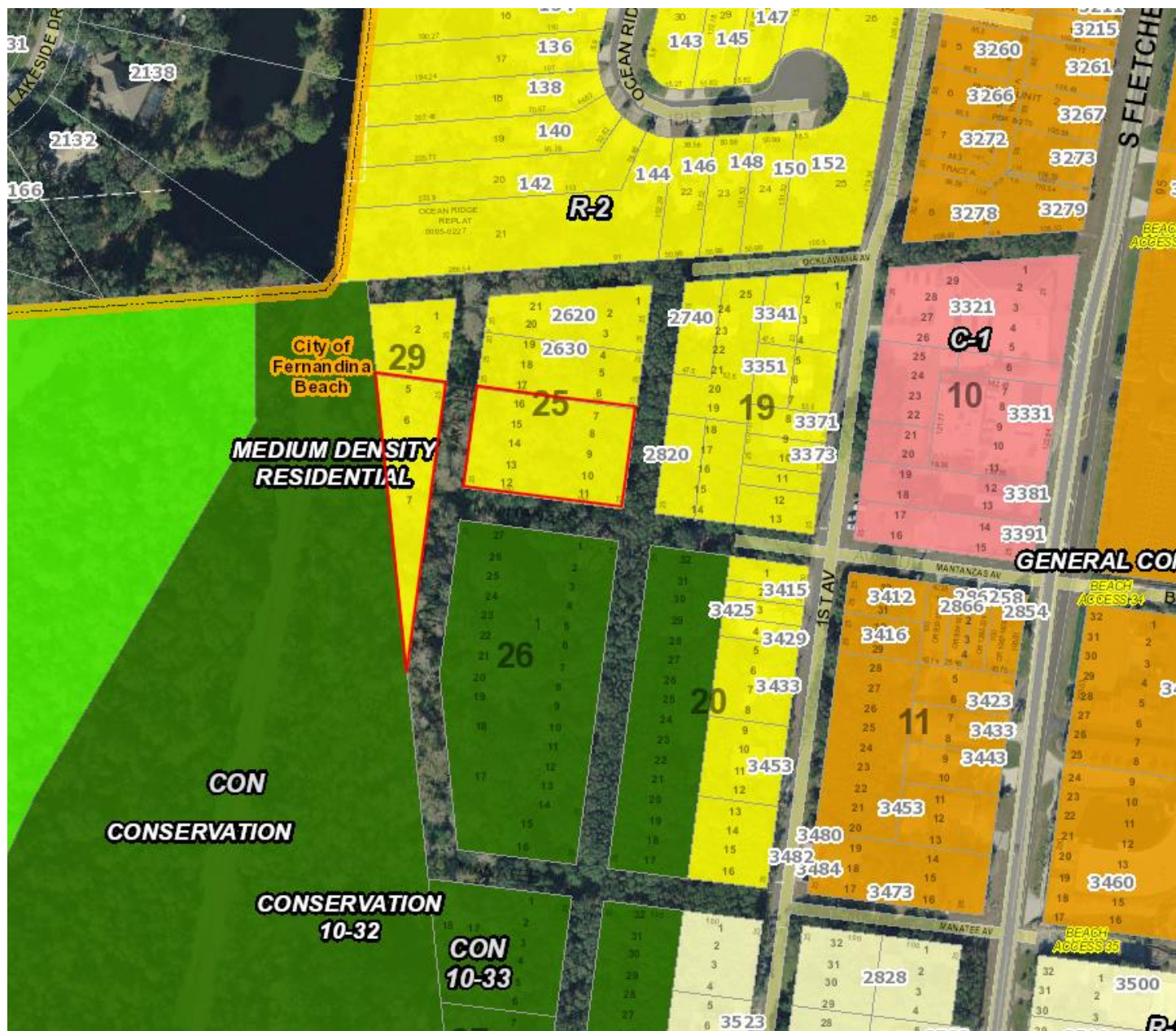
PROPERTY BOUNDARY





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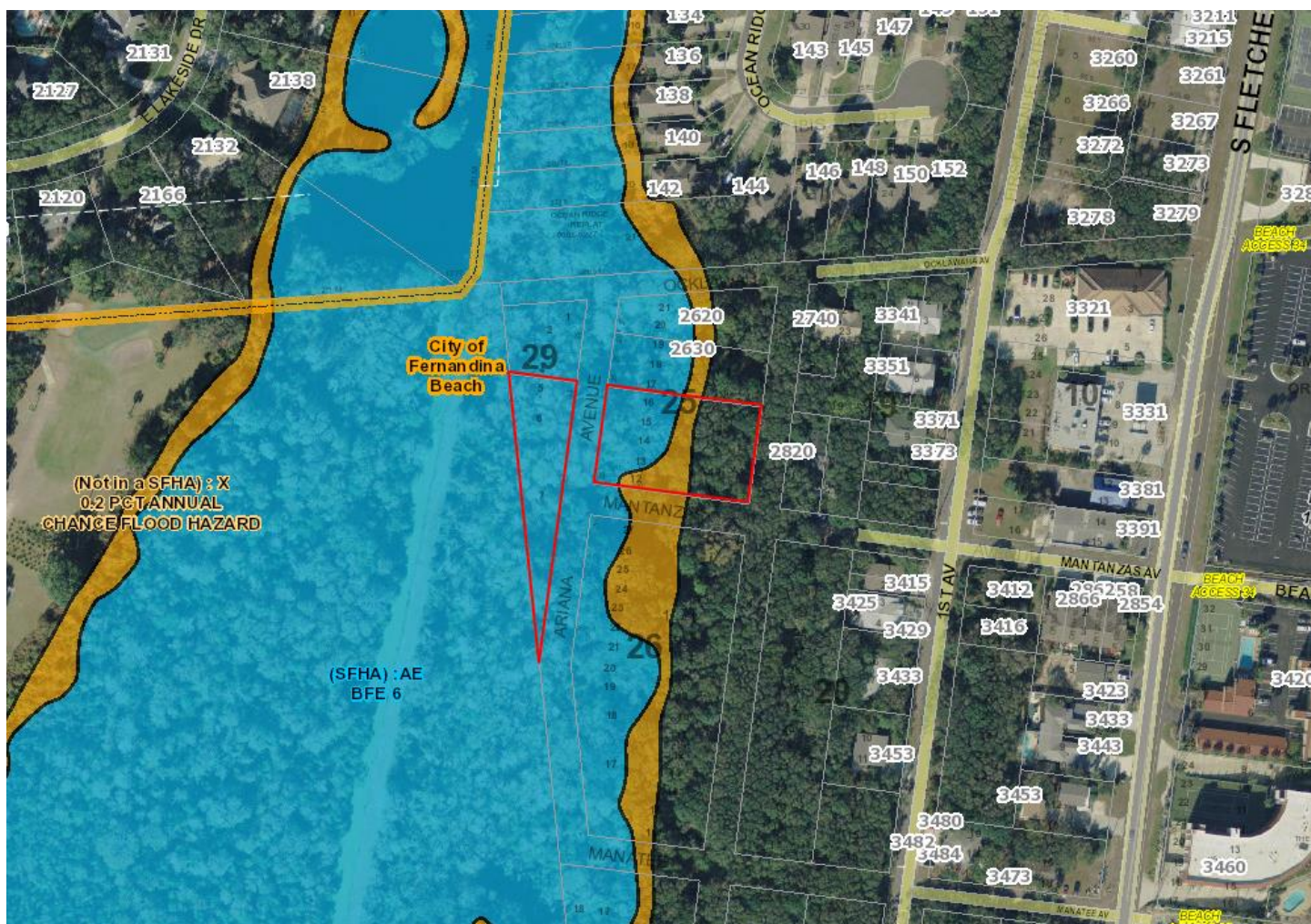
CURRENT LAND USE AND ZONING





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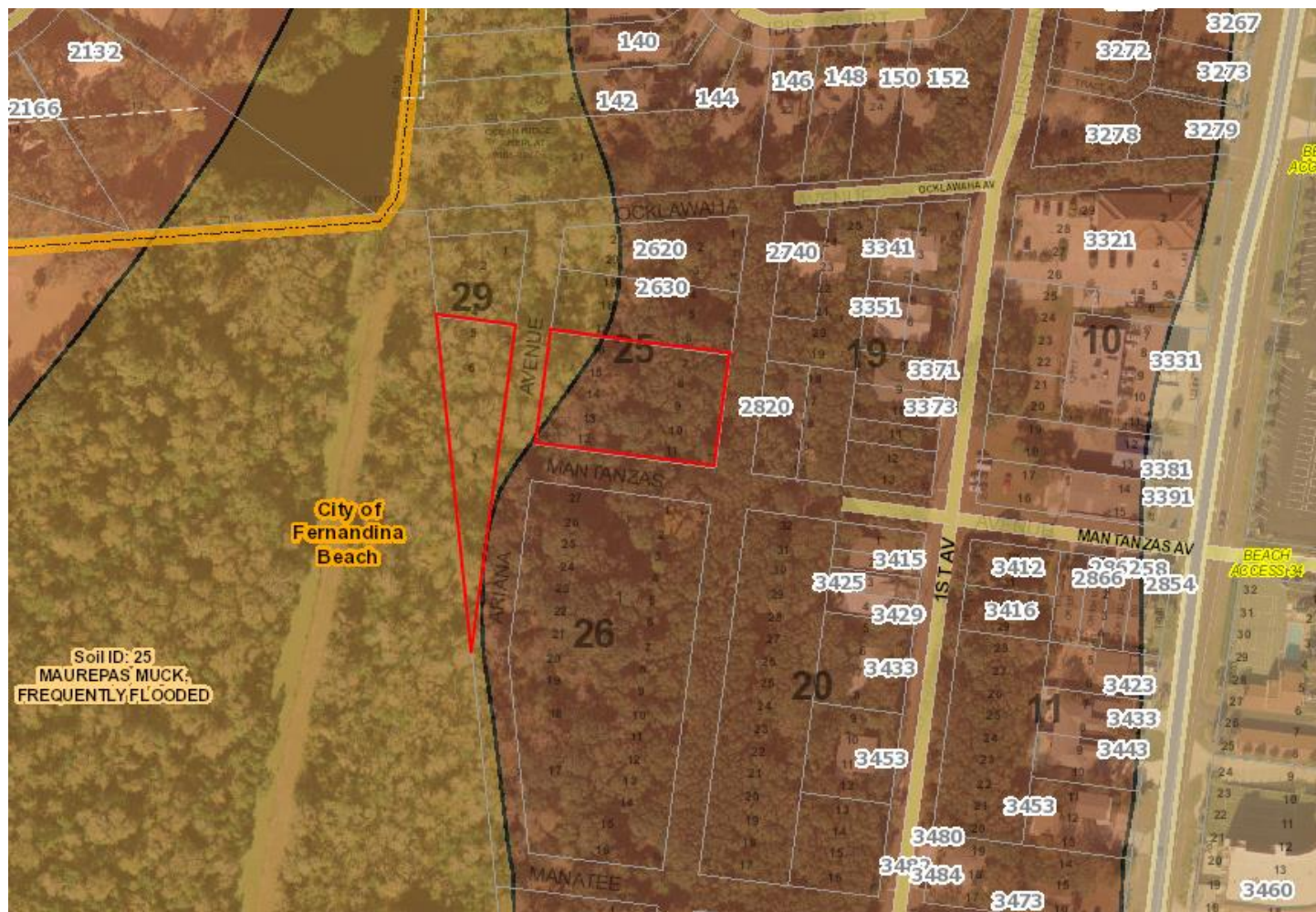
FLOODZONE





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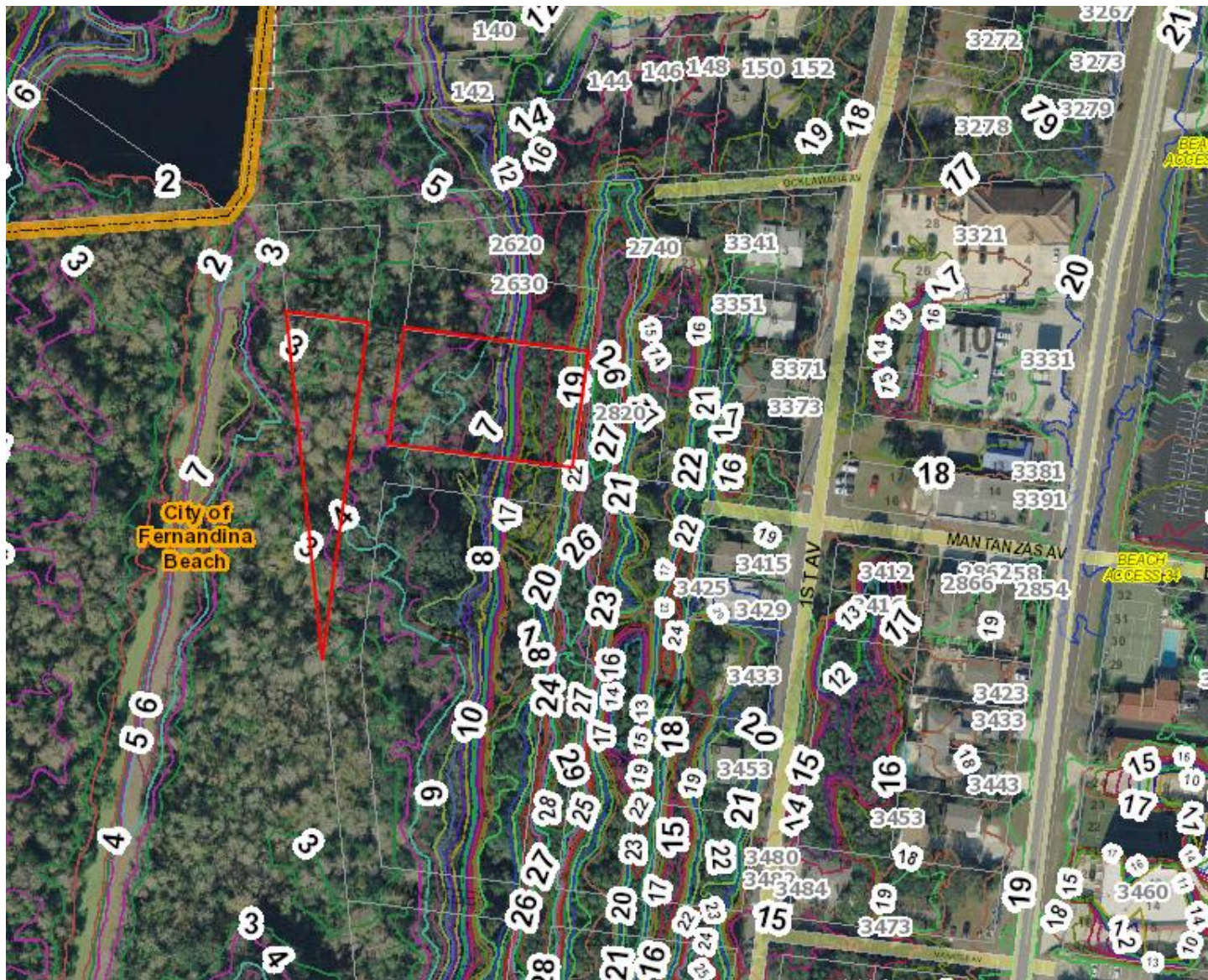
SOILS





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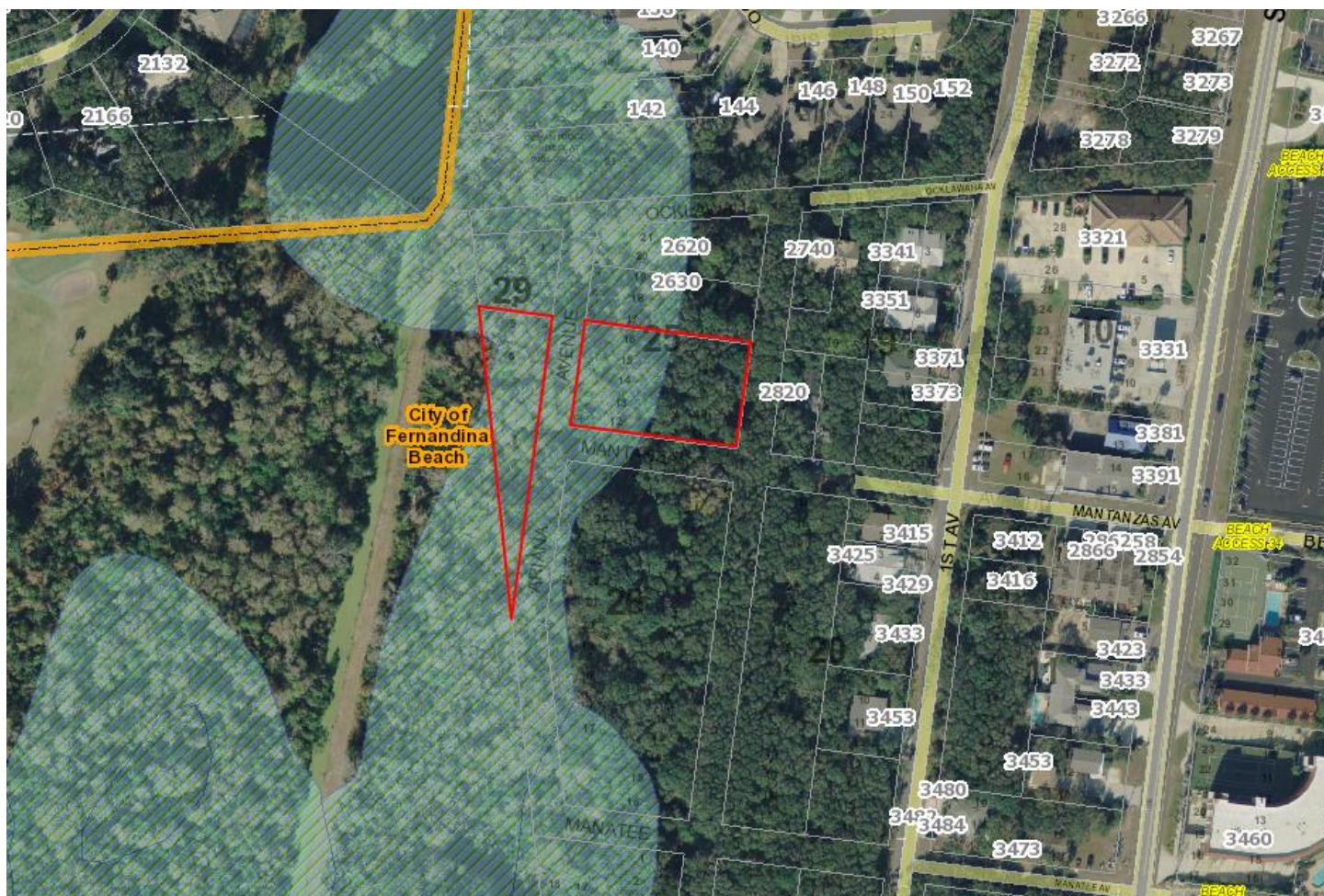
TOPOGRAPHY





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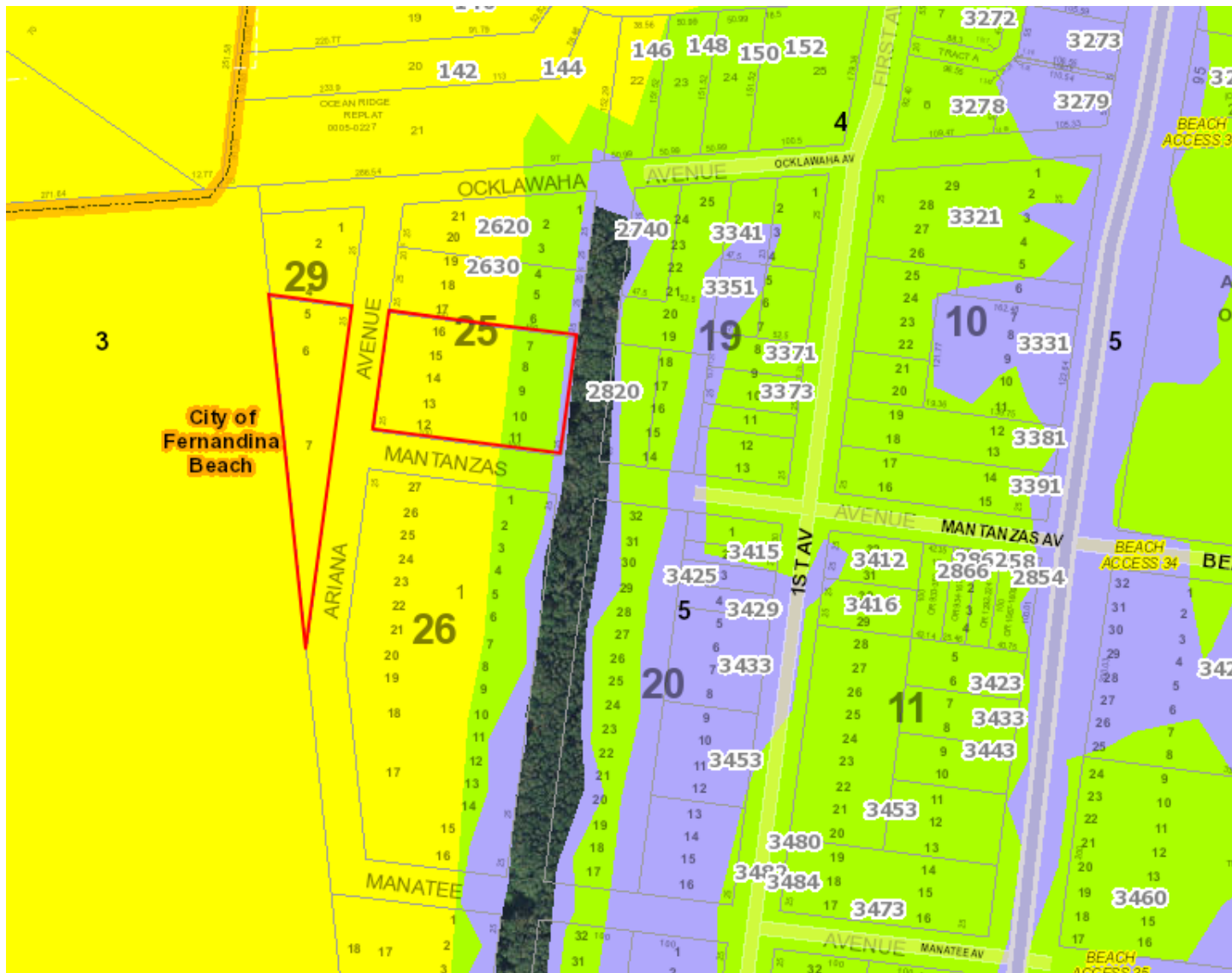
WETLANDS





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STORM SURGE ZONE (COASTAL HIGH HAZARD AREA DEFINED AS CATEGORY 1 ZONE)





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APPLICATION FOR FUTURE LAND USE MAP + ZONING AMENDMENTS
CITY OWNED PARCELS

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

APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:	11-3N-29-0000-0005-0000 CITY OF EERNANDINA BEACH				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change (In accordance with action directed under Ord. 2019-05)				
LOCATION AND DESCRIPTION OF SITE:	Historic Lighthouse and ancillary structures				
CURRENT LAND USE + ZONING:	Low Density Residential (LDR) and R-1 Zoning				
PROPOSED LAND USE + ZONING:	RECREATION + REC				
EXISTING USES ON SITE:	Vacant/ Undisturbed				
PROPERTY SIZE:	2.38 ACRES				
ENVIRONMENTAL CHARACTERISTICS:	<u>Flood zone</u>	<u>Potential Wetlands</u>	<u>Avg. Topography</u>	<u>Soil Type</u>	<u>Coastal Upland Protection Zone</u>
	AE TO X500	NO	60-2	VARIES	NONE
ADJACENT PROPERTIES:	<u>Direction</u>	<u>Existing Use(s)</u>	<u>Year Built</u>	<u>Zoning</u>	<u>FLUM</u>
	North	SF Homes	Varies	R-1	Low Density Residential (LDR)
	South	"	"	"	"
	East	"	"	"	"
	West	"	"	"	"
APPLICABLE COMPREHENSIVE PLAN POLICIES:	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering); 1.07.14 (Recreation land use category); Objective 5.08 (Wetlands Protection and Preservation) and all policy statements which follow; Objective 5.10 (Wildlife Planning) and specific policies 5.10.01, 5.10.02, 5.10.05 5.14.09 (development standards for environmentally sensitive and conservation lands); Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands) Objective 11.01 (Historic Resources)				



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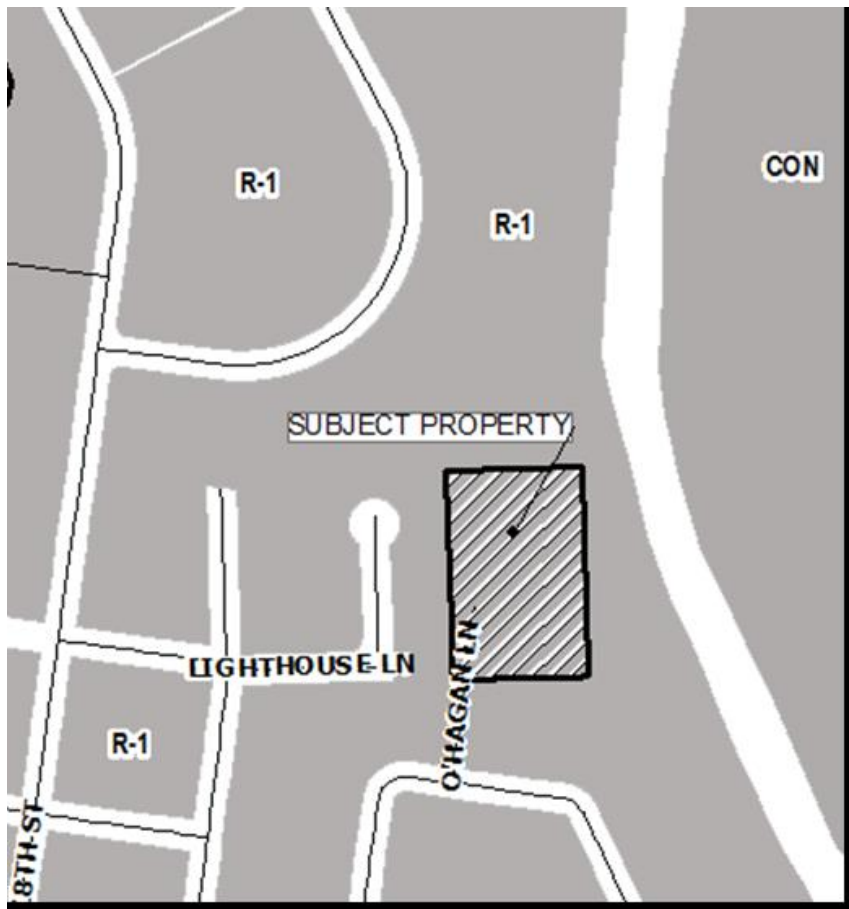
APPLICABLE LAND DEVELOPMENT CODE SECTIONS:	Reference: www.fbfl.us/Compplan 2.00.03 (Establishment of district boundary); 2.01.19 (REC zoning district); 3.02.06 (Land Uses within Areas of Special Flood Hazard); 3.03.00 (Wetland Protection); 4.05.00 (Landscaping, Buffers, and Tree Protection); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) Reference: www.fbfl.us/LDC
STAFF RECOMMENDATION:	Staff finds the requested amendments to be sufficiently compliant with the Comprehensive Plan, Land Development Code, and established City Commission Goal to increase conservation land use and zoning acreage. Staff recommends approval of the request.

Kelly N. Gibson, AICP
Director



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December 11, 2019

MAP OF PROPERTY BOUNDARIES AND EXISTING LAND USE MAP DESIGNATION (LOW DENSITY RESIDENTIAL -LDR)
AND ZONING DISTRICT OF LOW DENSITY RESIDENTIAL (R-1)





STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

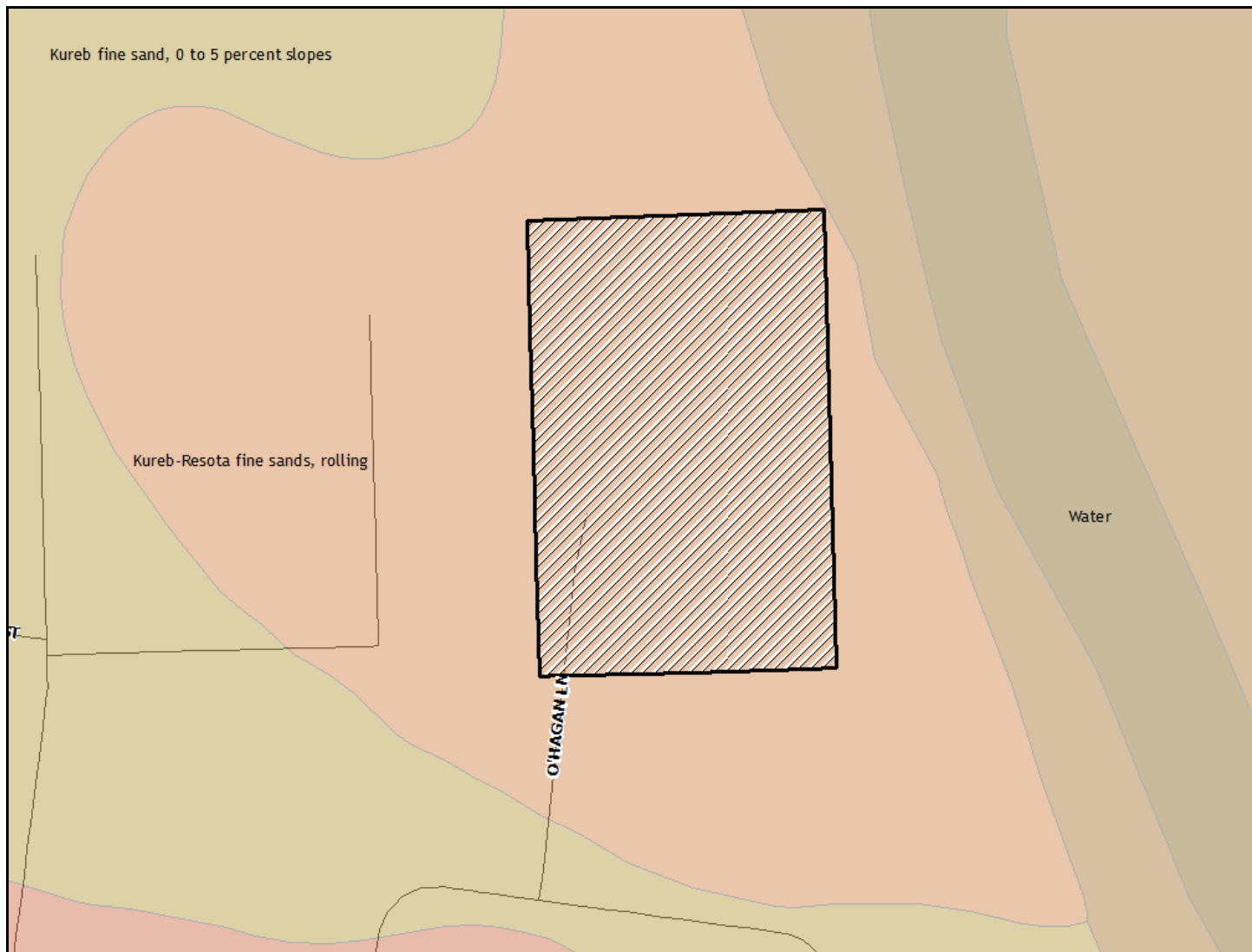
FEMA FLOOD INSURANCE RATE MAP (FIRM) FLOODZONES





STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

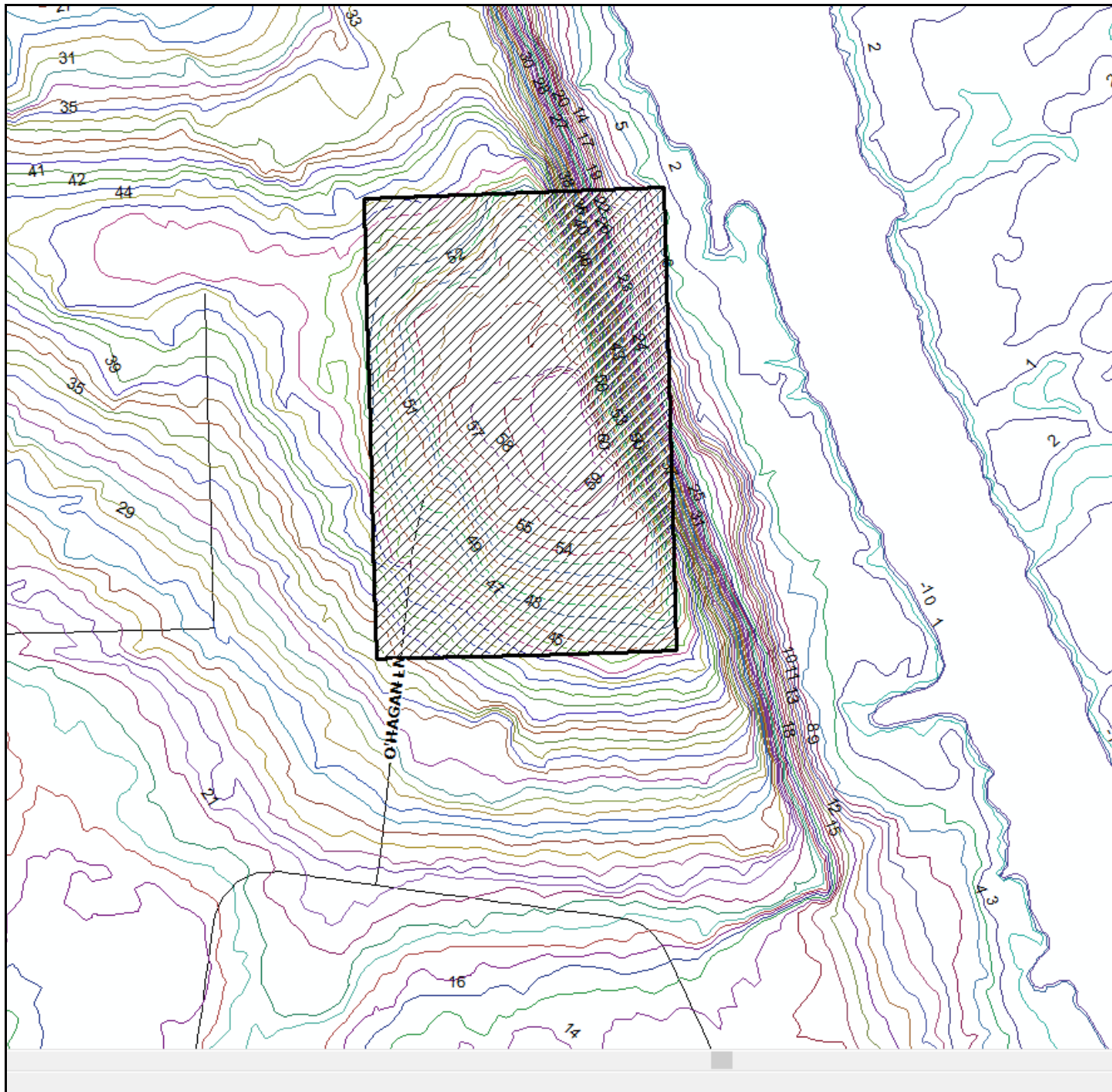
SOILS MAP





STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

TOPOGRAPHY MAP





STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

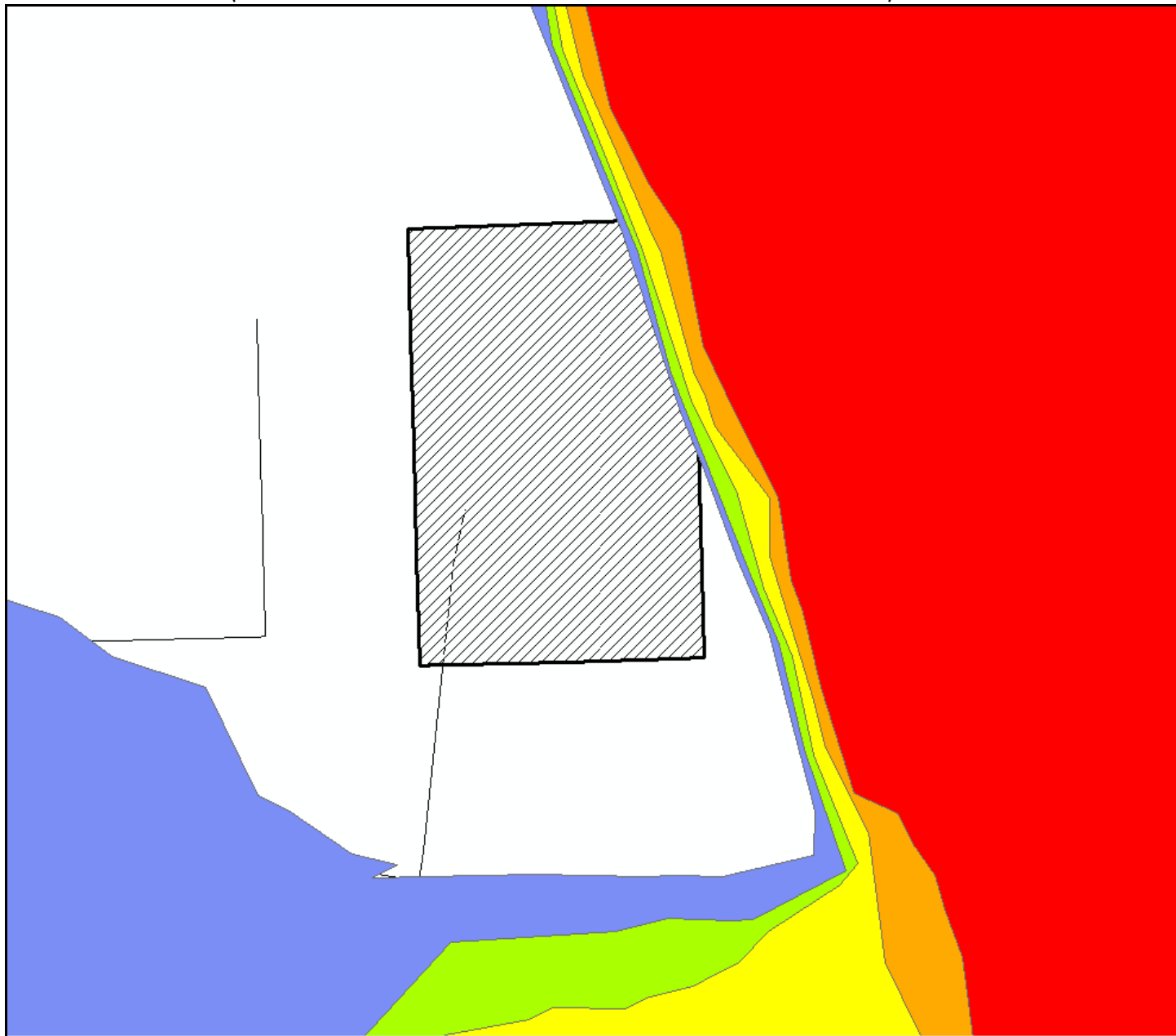
WETLANDS MAP





STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

STORM SURGE ZONE (COASTAL HIGH HAZARD AREA DEFINED AS CATEGORY 1 ZONE) MAP





STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

APPLICATION FOR FUTURE LAND USE MAP + ZONING AMENDMENTS
CITY OWNED PARCELS

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

APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:	00-00-31-1800-0167-0170 AND CITY OF FERNANDINA BEACH				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change (In accordance with action directed under Ord. 2019-05)				
LOCATION AND DESCRIPTION OF SITE:	South 9 th & Jasmine				
CURRENT LAND USE + ZONING:	8 th ST Mixed Use + MU-8				
PROPOSED LAND USE + ZONING:	Conservation + CON				
EXISTING USES ON SITE:	Vacant				
PROPERTY SIZE:	0.22 Acres				
ENVIRONMENTAL CHARACTERISTICS:	<u>Flood zone</u>	<u>Potential Wetlands</u>	<u>Avg. Topography</u>	<u>Soil Type</u>	<u>Coastal Upland Protection Zone</u>
	X : Not SFHA	No	16'	Echaw Fine Sand	No
ADJACENT PROPERTIES:	<u>Direction</u>	<u>Existing Use(s)</u>	<u>Year Built</u>	<u>Zoning</u>	<u>FLUM</u>
	North	SFH	1935	MU-8	8 th St. MU
	South	SFH	1945	MU-8	8 th St. MU
	East	Vacant	-	MU-8	8 th St. MU
	West	Repair Shop	1975	MU-8	8 th St. MU
APPLICABLE COMPREHENSIVE PLAN POLICIES:	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering); 1.07.15 (conservation land use category); Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands); 6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks); 10.06.01 (level of service for public schools) Reference: www.fbfl.us/Compplan				
APPLICABLE LAND DEVELOPMENT CODE	2.00.03 (Establishment of district boundary); 2.01.20 (CON zoning district);				



STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
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SECTIONS:	4.05.00 (Landscaping, Buffers, and Tree Protection); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) Reference: www.fbfl.us/LDC
STAFF RECOMMENDATION:	Staff finds the requested amendments to be sufficiently compliant with the Comprehensive Plan, Land Development Code, and established City Commission Goal to increase conservation land use and zoning acreage. Staff recommends approval of the request.

Submitted by:

A handwritten signature in blue ink that reads "Kelly N. Gibson".

Kelly N. Gibson, AICP
Director



STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

PROPERTY BOUNDARY





STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

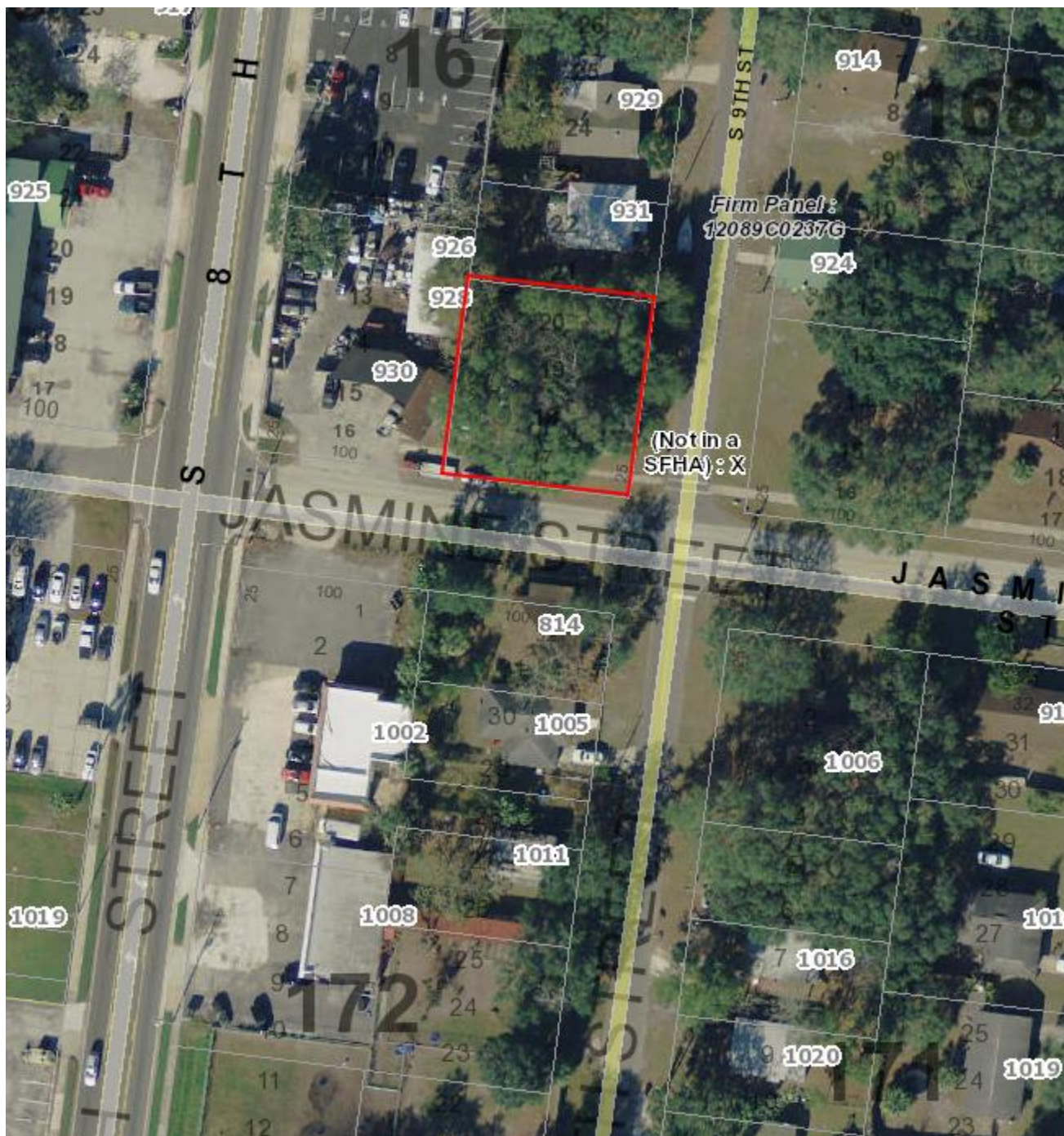
CURRENT LAND USE AND ZONING





STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

FLOODZONE – Not a SFHA





STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

SOILS

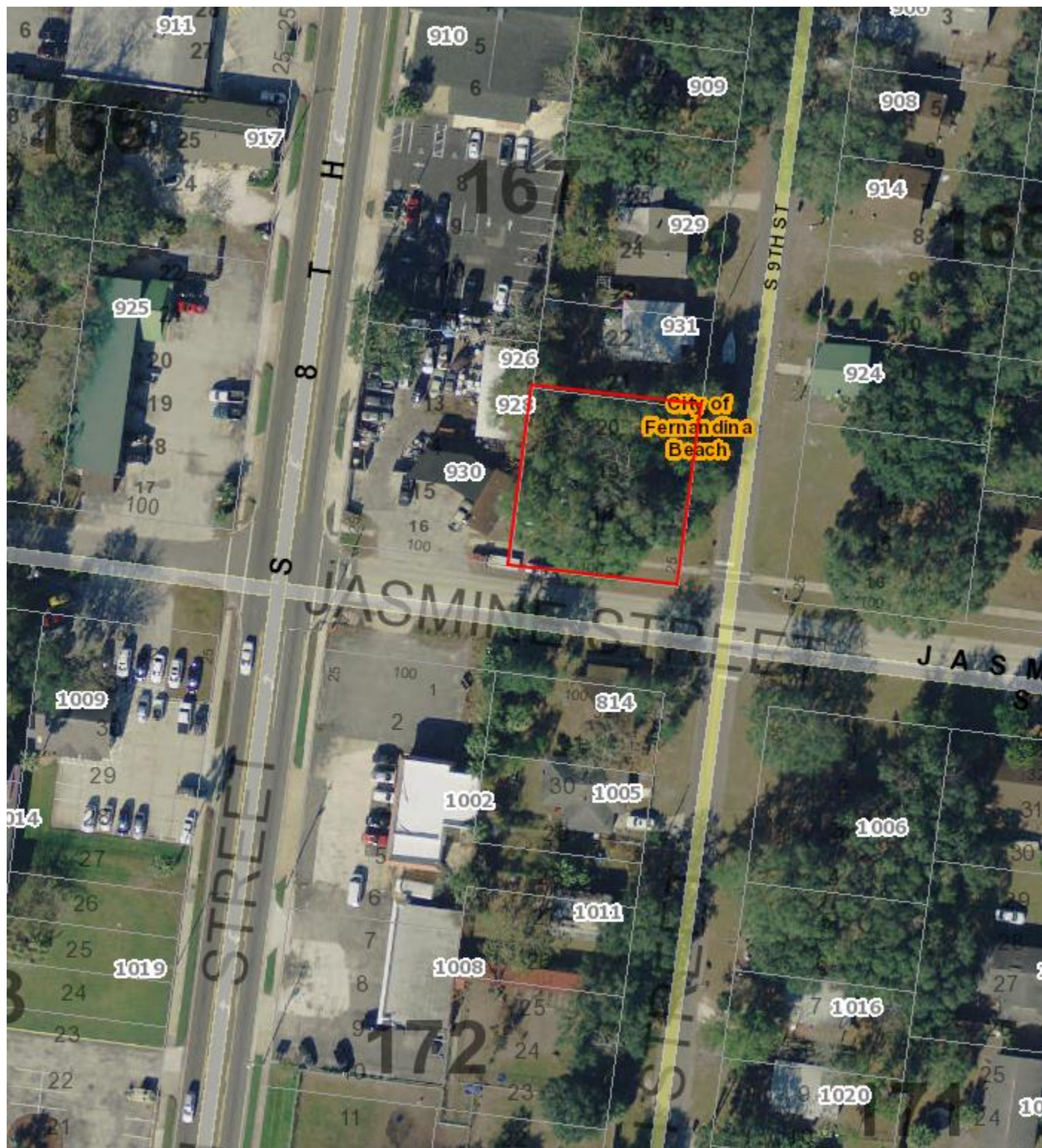






STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

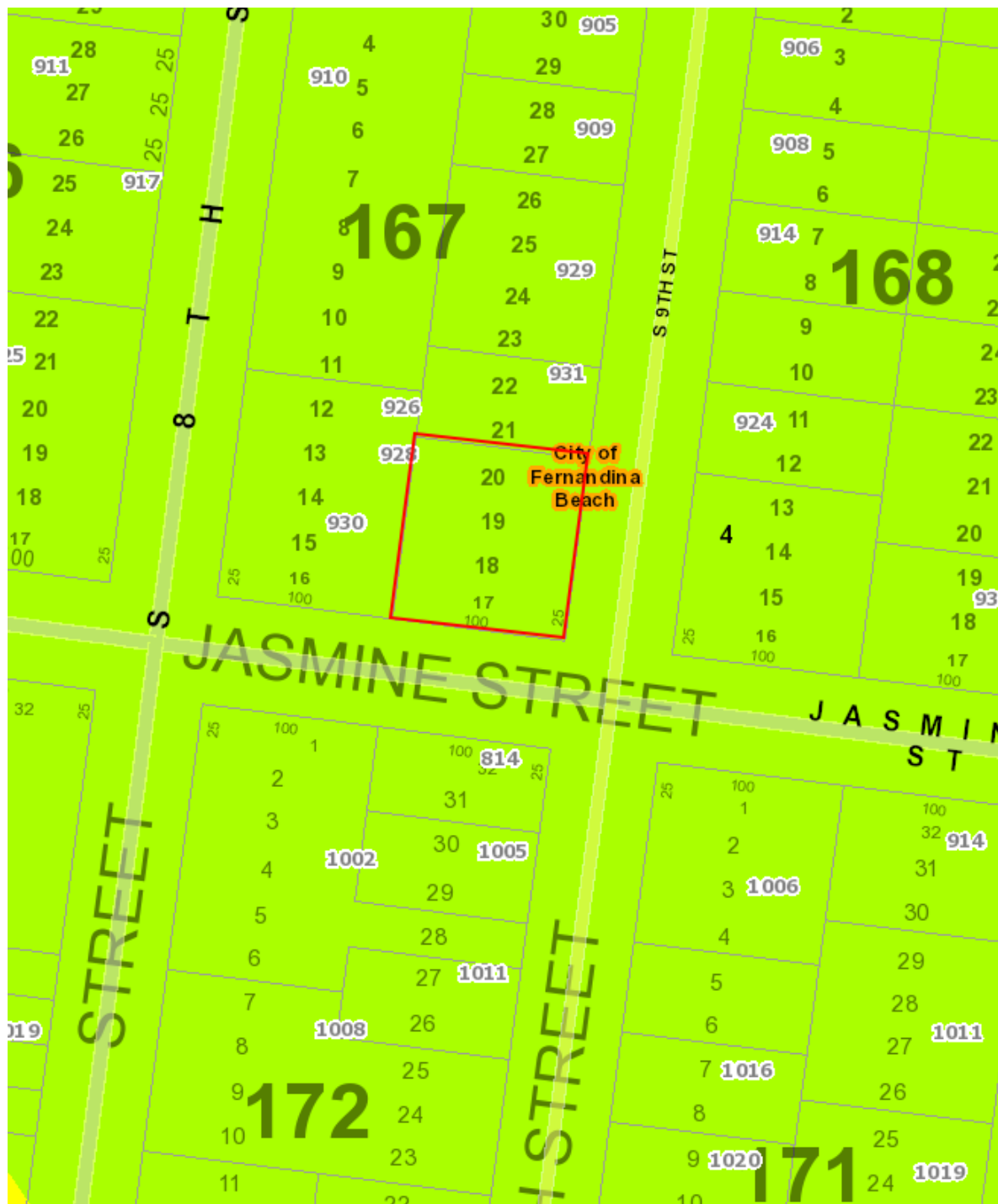
WETLANDS – Not applicable.





STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

STORM SURGE ZONE (COASTAL HIGH HAZARD AREA DEFINED AS CATEGORY 1 ZONE)





STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

APPLICATION FOR FUTURE LAND USE MAP + ZONING AMENDMENTS
CITY OWNED PARCELS

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

APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:	00-00-31-1400-0003-0060 CITY OF FERNANDINA BEACH				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change (In accordance with action directed under Ord. 2019-05)				
LOCATION AND DESCRIPTION OF SITE:	Vacant/ Undisturbed Coastline with Primary Dune				
CURRENT LAND USE + ZONING:	Low Density Residential (LDR) and R-1 Zoning				
PROPOSED LAND USE + ZONING:	Conservation + CON				
EXISTING USES ON SITE:	Vacant/ Undisturbed Dune and Beach				
PROPERTY SIZE:	0.47				
ENVIRONMENTAL CHARACTERISTICS:	<u>Flood zone</u>	<u>Potential Wetlands</u>	<u>Avg. Topography</u>	<u>Soil Type</u>	<u>Coastal Upland Protection Zone</u>
	AE/VE	YES	-1 to 16	Sand, Beach, Ocean	Yes
ADJACENT PROPERTIES:	<u>Direction</u>	<u>Existing Use(s)</u>	<u>Year Built</u>	<u>Zoning</u>	<u>FLUM</u>
	North	SF Homes	Varies	R-1	Low Density Residential (LDR)
	South	"	"	"	"
	East	"	"	"	"
	West	"	"	"	"
APPLICABLE COMPREHENSIVE PLAN POLICIES:	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering); 1.07.15 (conservation land use category); Objective 5.06 (Coastal Protection) Objective 5.10 (Wildlife Planning) and specific policies 5.10.01, 5.10.02, 5.10.05 5.14.09 (development standards for environmentally sensitive and conservation lands); 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands)				
	Reference: www.fbfl.us/Compplan				
APPLICABLE LAND	2.00.03 (Establishment of district boundary);				



STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

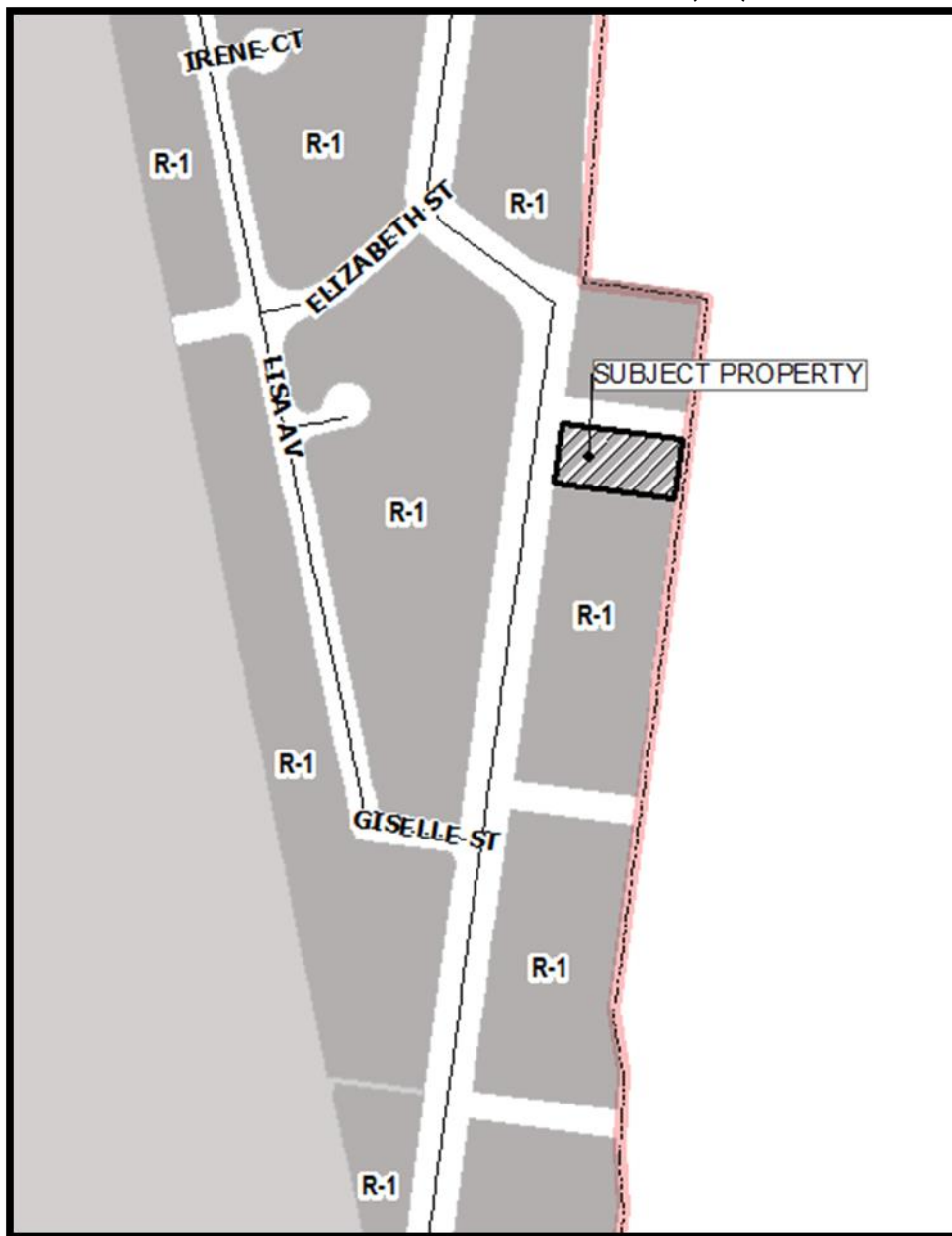
DEVELOPMENT CODE SECTIONS:	2.01.20 (CON zoning district); 3.01.02 (Coastal Areas and Shorelines) 3.02.06 (Land Uses within Areas of Special Flood Hazard); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) Reference: www.fbfl.us/LDC
STAFF RECOMMENDATION:	Staff finds the requested amendments to be sufficiently compliant with the Comprehensive Plan, Land Development Code, and established City Commission Goal to increase conservation land use and zoning acreage. Staff recommends approval of the request.

Kelly N. Gibson, AICP
Director



STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

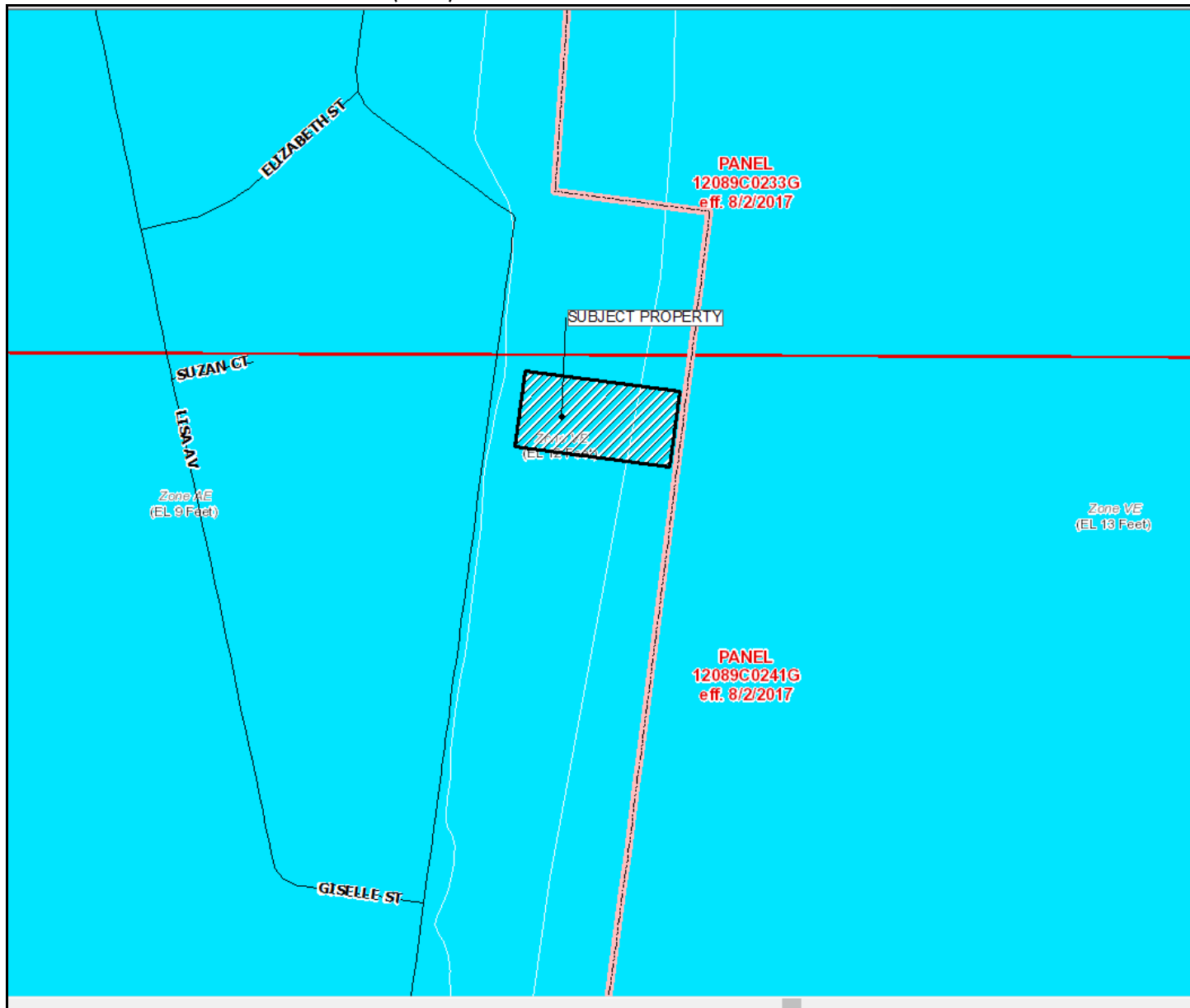
MAP OF PROPERTY BOUNDARIES AND EXISTING LAND USE MAP DESIGNATION (LOW DENSITY RESIDENTIAL -LDR)
AND ZONING DISTRICT OF LOW DENSITY RESIDENTIAL (R-1)





STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

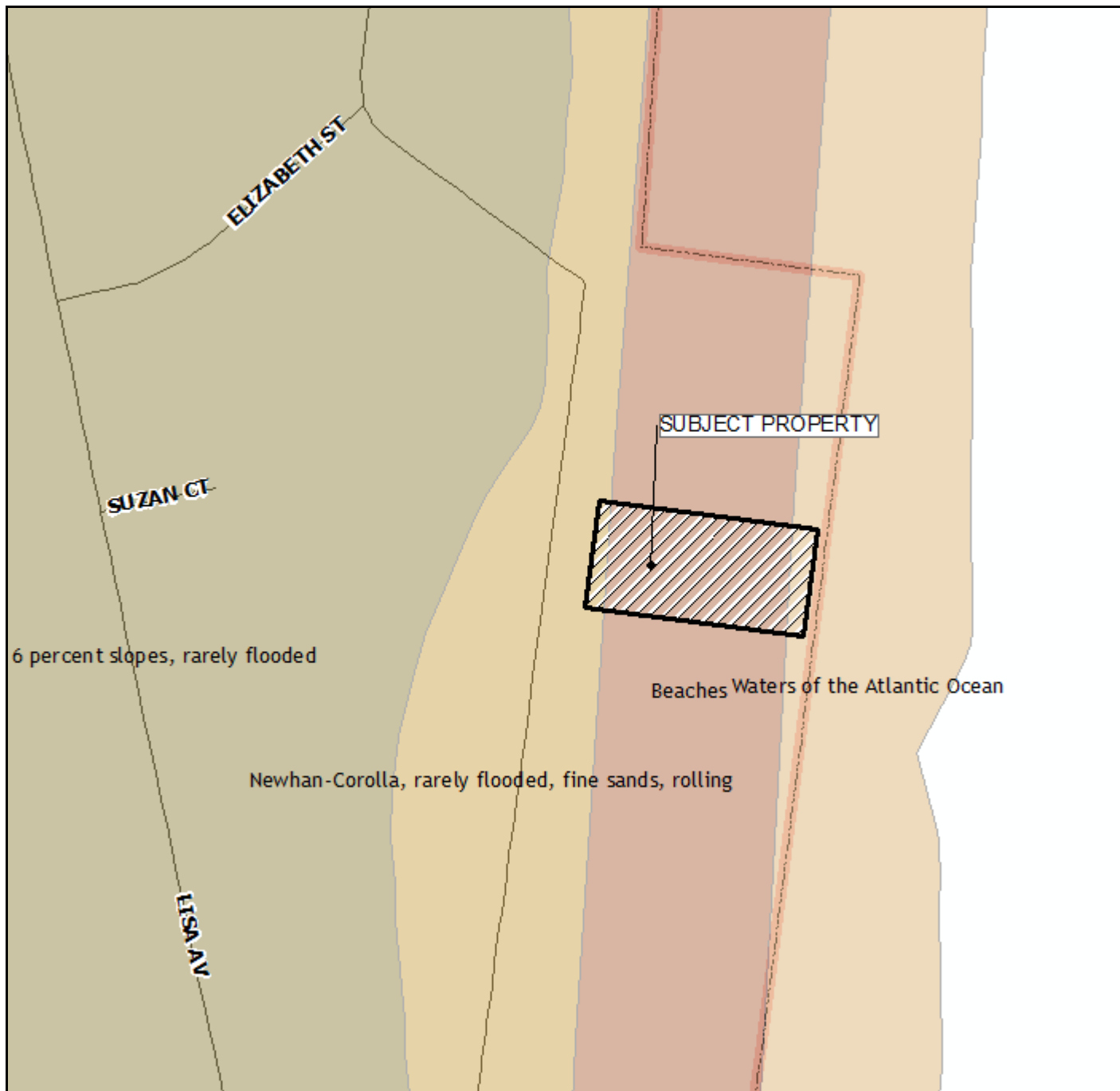
FEMA FLOOD INSURANCE RATE MAP (FIRM) FLOODZONES





STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

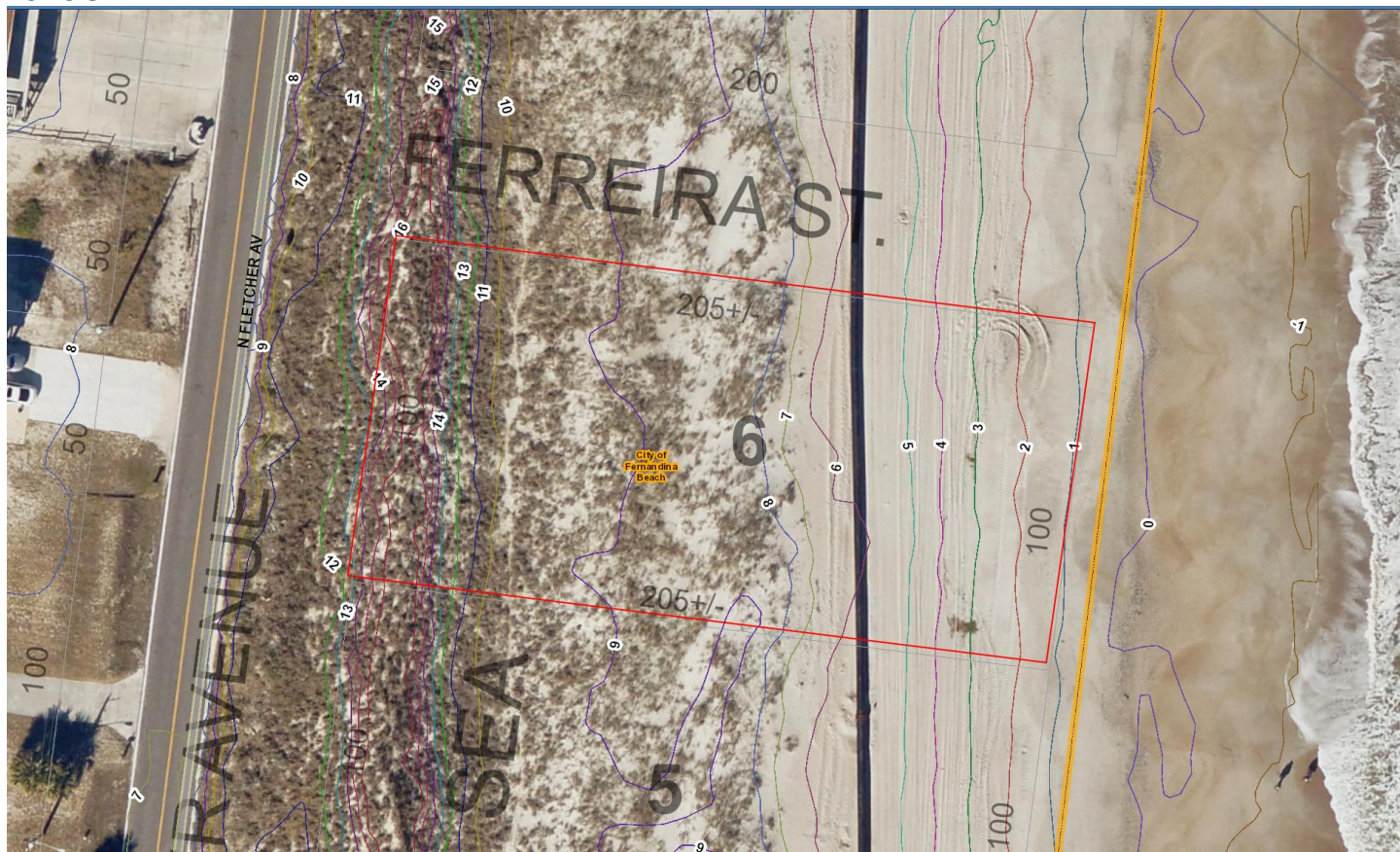
SOILS MAP





STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

TOPOGRAPHY MAP





STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

WETLANDS MAP



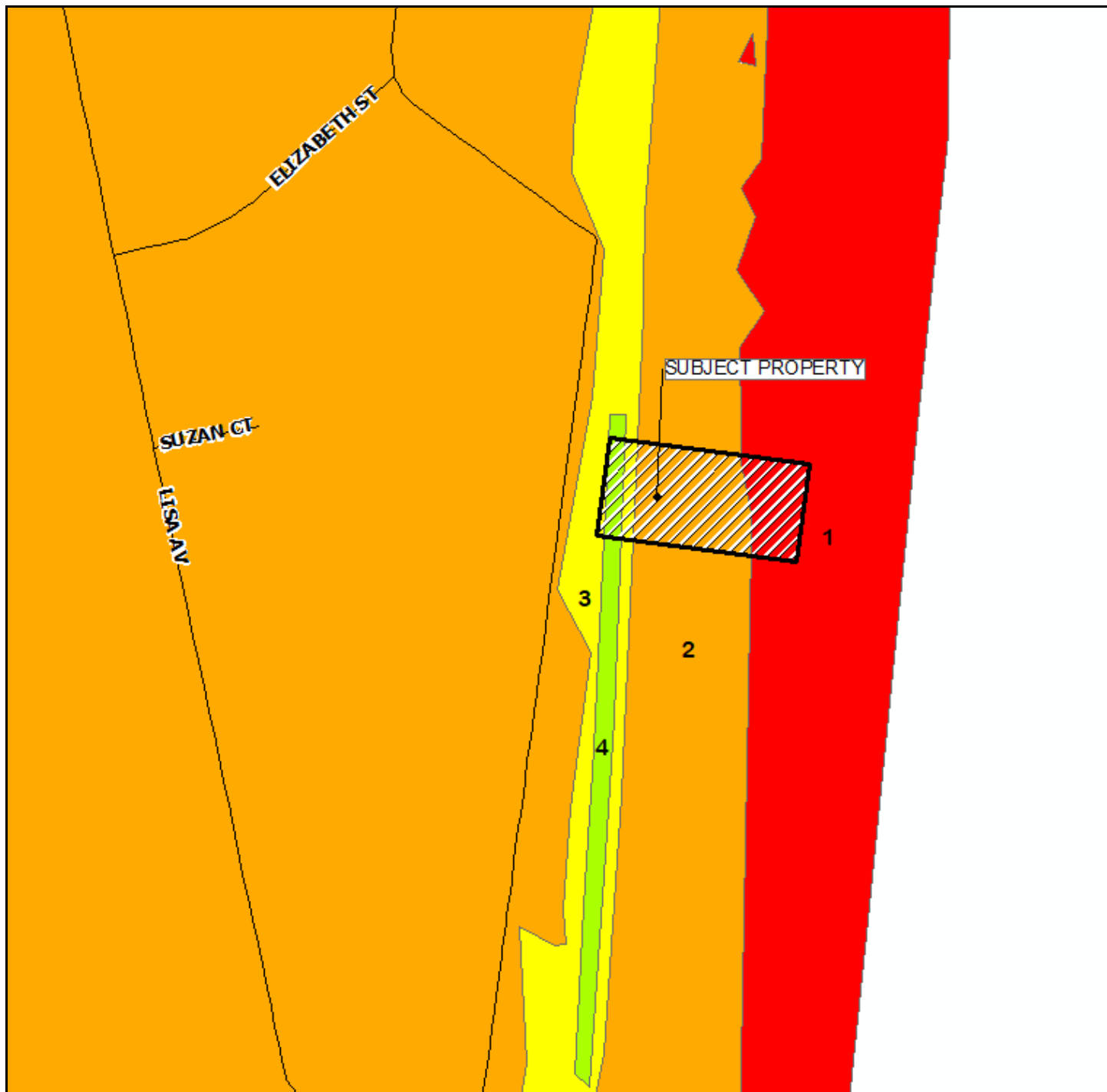
STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019



STORM SURGE ZONE (COASTAL HIGH HAZARD AREA DEFINED AS CATEGORY 1 ZONE) MAP



STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019





STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019



STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

APPLICATION FOR FUTURE LAND USE MAP + ZONING AMENDMENTS
CITY OWNED PARCELS

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

APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:	00-00-31-1800-0161-0130 CITY OF FERNANDINA BEACH				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change (In accordance with action directed under Ord. 2019-05)				
LOCATION AND DESCRIPTION OF SITE:	S 6th Street + Indigo Street / Municipal				
CURRENT LAND USE + ZONING:	Medium Density Residential + R-2				
PROPOSED LAND USE + ZONING:	Conservation + CON				
EXISTING USES ON SITE:	Vacant/ Undisturbed				
PROPERTY SIZE:	.23				
ENVIRONMENTAL CHARACTERISTICS:	<u>Flood zone</u>	<u>Potential Wetlands</u>	<u>Avg. Topography</u>	<u>Soil Type</u>	<u>Coastal Upland Protection Zone</u>
	X (not SFHA)	NO	9' to 11'	Fine Sand	NO
ADJACENT PROPERTIES:	<u>Direction</u>	<u>Existing Use(s)</u>	<u>Year Built</u>	<u>Zoning</u>	<u>FLUM</u>
	North	Single Family	1954	R-2	Medium Density Residential
	South	Utilities	n/a	R-2	Medium Density Residential
	East	Single Family Residences	1996 and 1998	R-2	Medium Density Residential
	West	Utilities	n/a	R-2 + I-1	Medium Density Residential + Industrial
APPLICABLE COMPREHENSIVE PLAN POLICIES:	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering); 1.07.15 (conservation land use category); Objective 5.08 (Wetlands Protection and Preservation) and all policy statements				



STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

	which follow; Objective 5.10 (Wildlife Planning) and specific policies 5.10.01, 5.10.02, 5.10.05 5.14.09 (development standards for environmentally sensitive and conservation lands); Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands); 6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) Reference: www.fbfl.us/Compplan
APPLICABLE LAND DEVELOPMENT CODE SECTIONS:	2.00.03 (Establishment of district boundary); 2.01.20 (CON zoning district); 3.02.06 (Land Uses within Areas of Special Flood Hazard); 3.03.00 (Wetland Protection); 4.05.00 (Landscaping, Buffers, and Tree Protection); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) Reference: www.fbfl.us/LDC
STAFF RECOMMENDATION:	Staff finds the requested amendments to be sufficiently compliant with the Comprehensive Plan, Land Development Code, and established City Commission Goal to increase conservation land use and zoning acreage. Staff recommends approval of the request.

Submitted by:

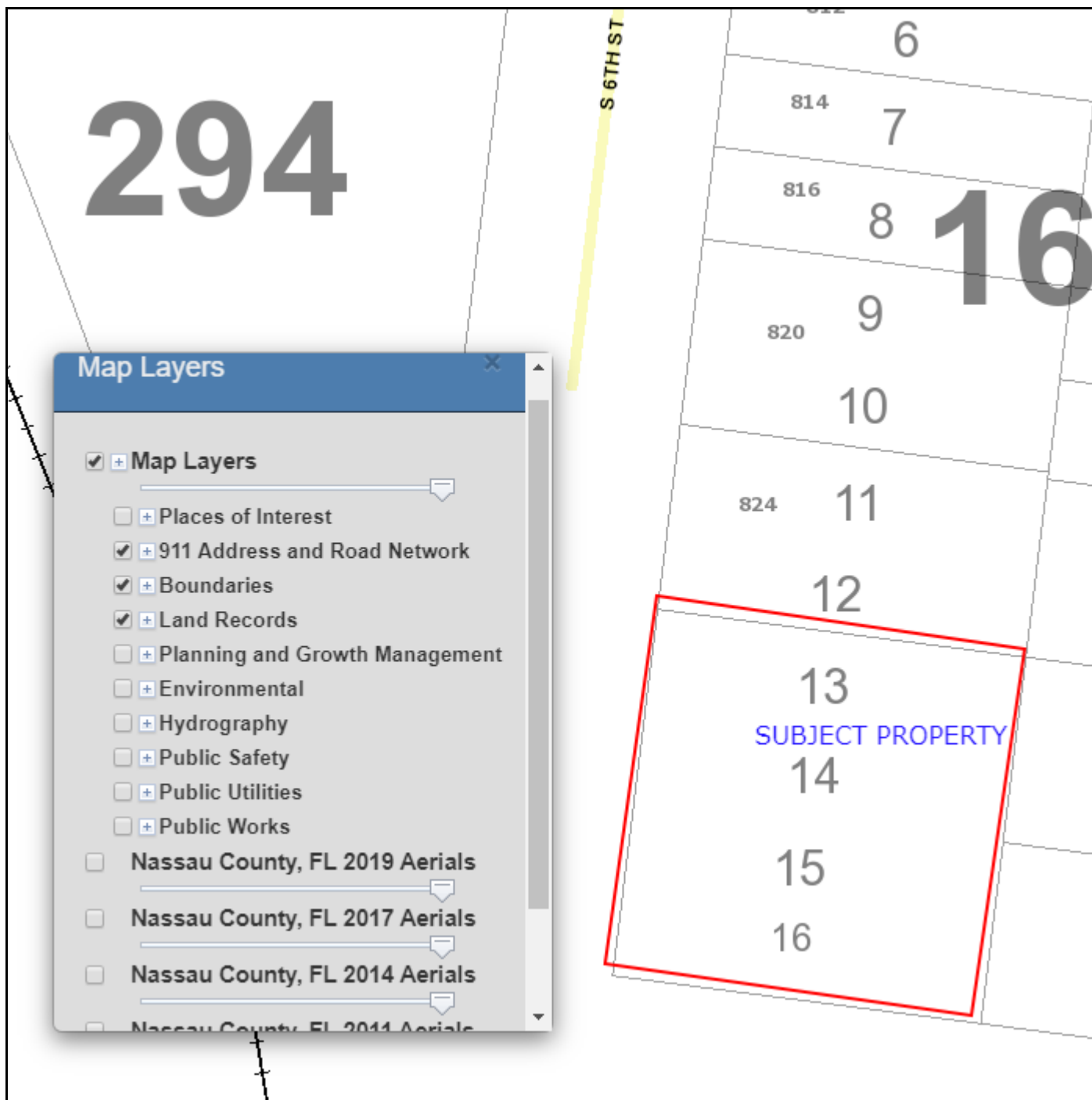
A handwritten signature in blue ink that reads "Kelly N. Gibson".

Kelly N. Gibson, AICP
Director



STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

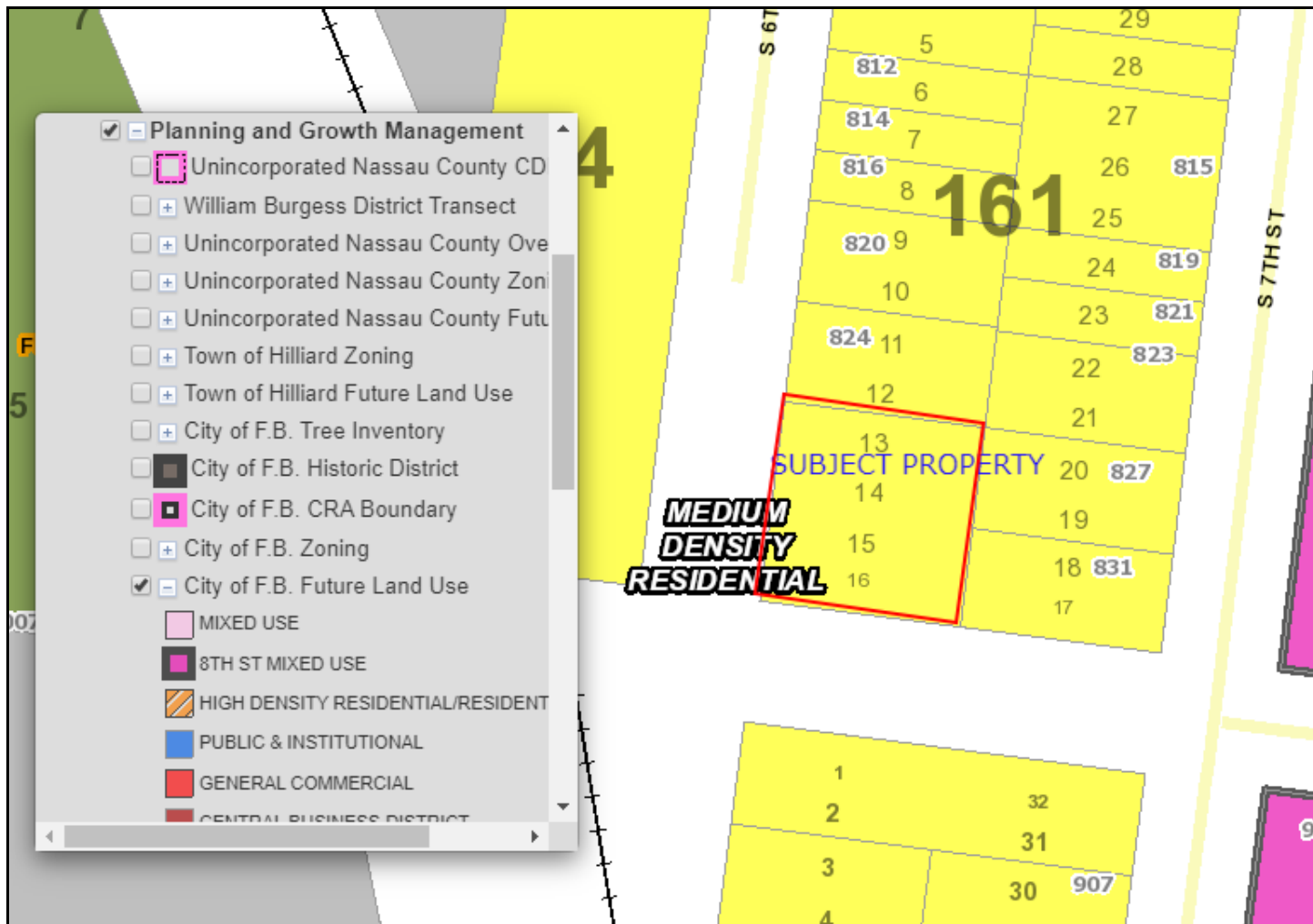
PROPERTY BOUNDARY





STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

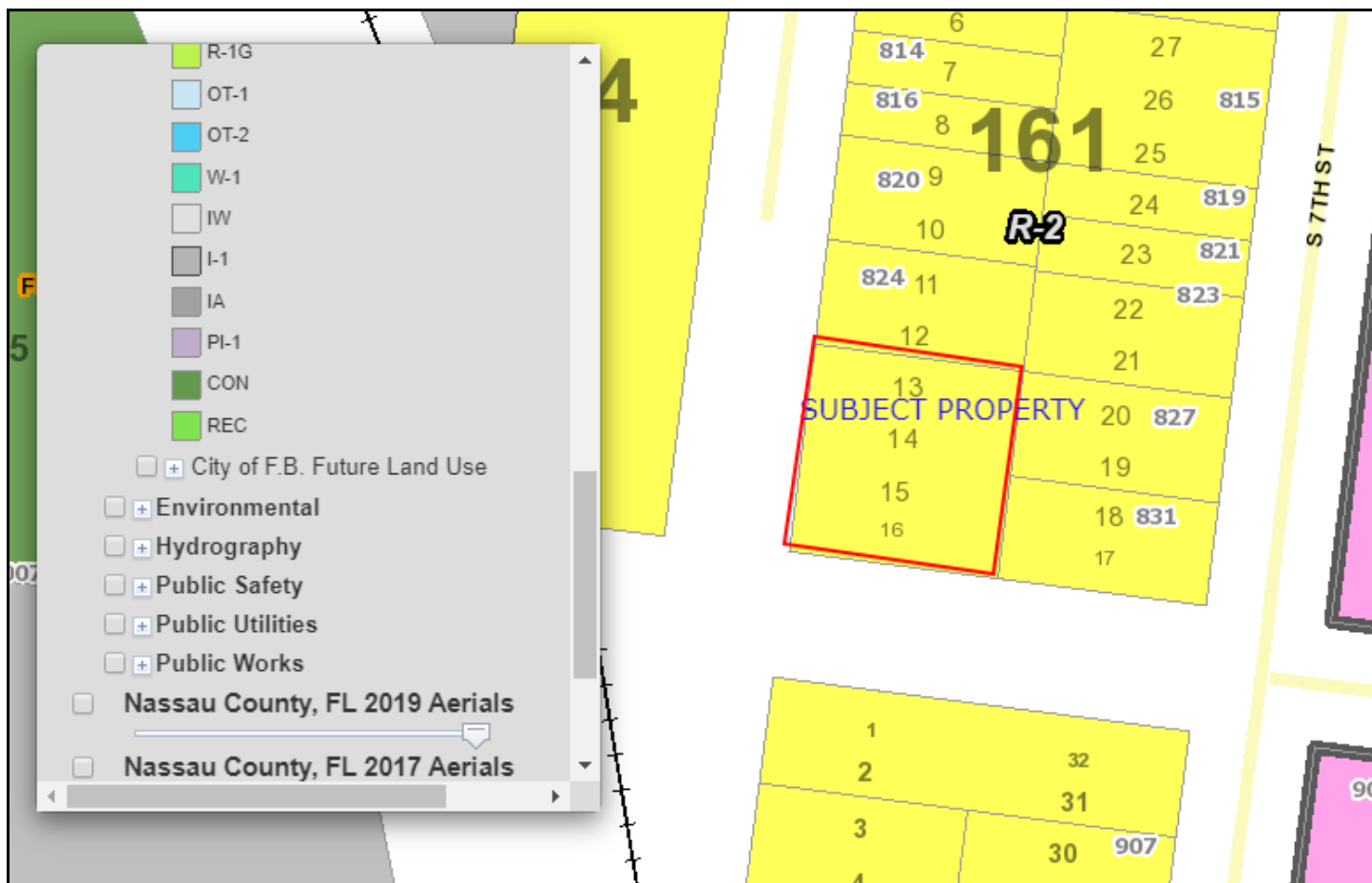
CURRENT LAND USE





STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

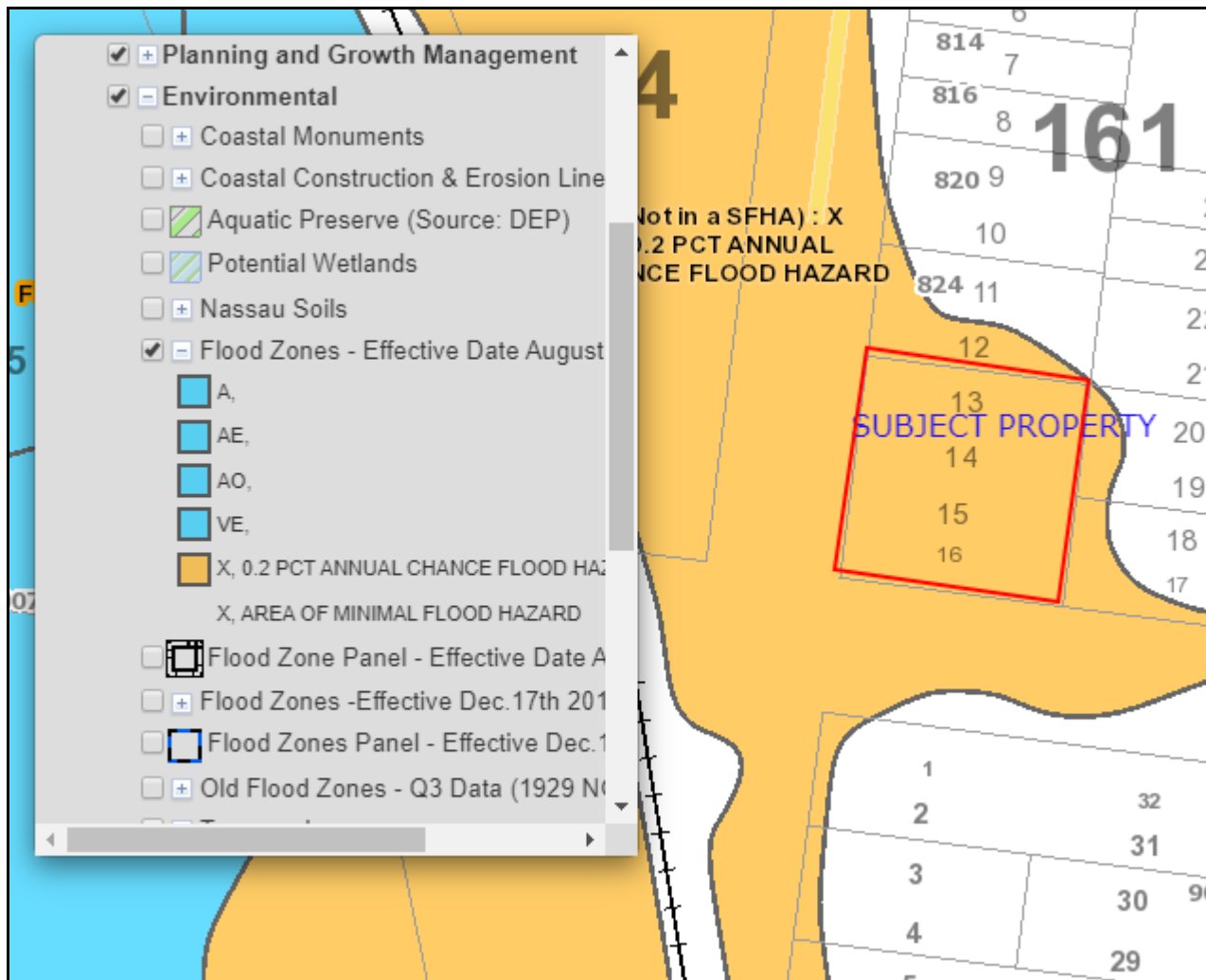
ZONING





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Planning Advisory Board Hearing
December 11, 2019

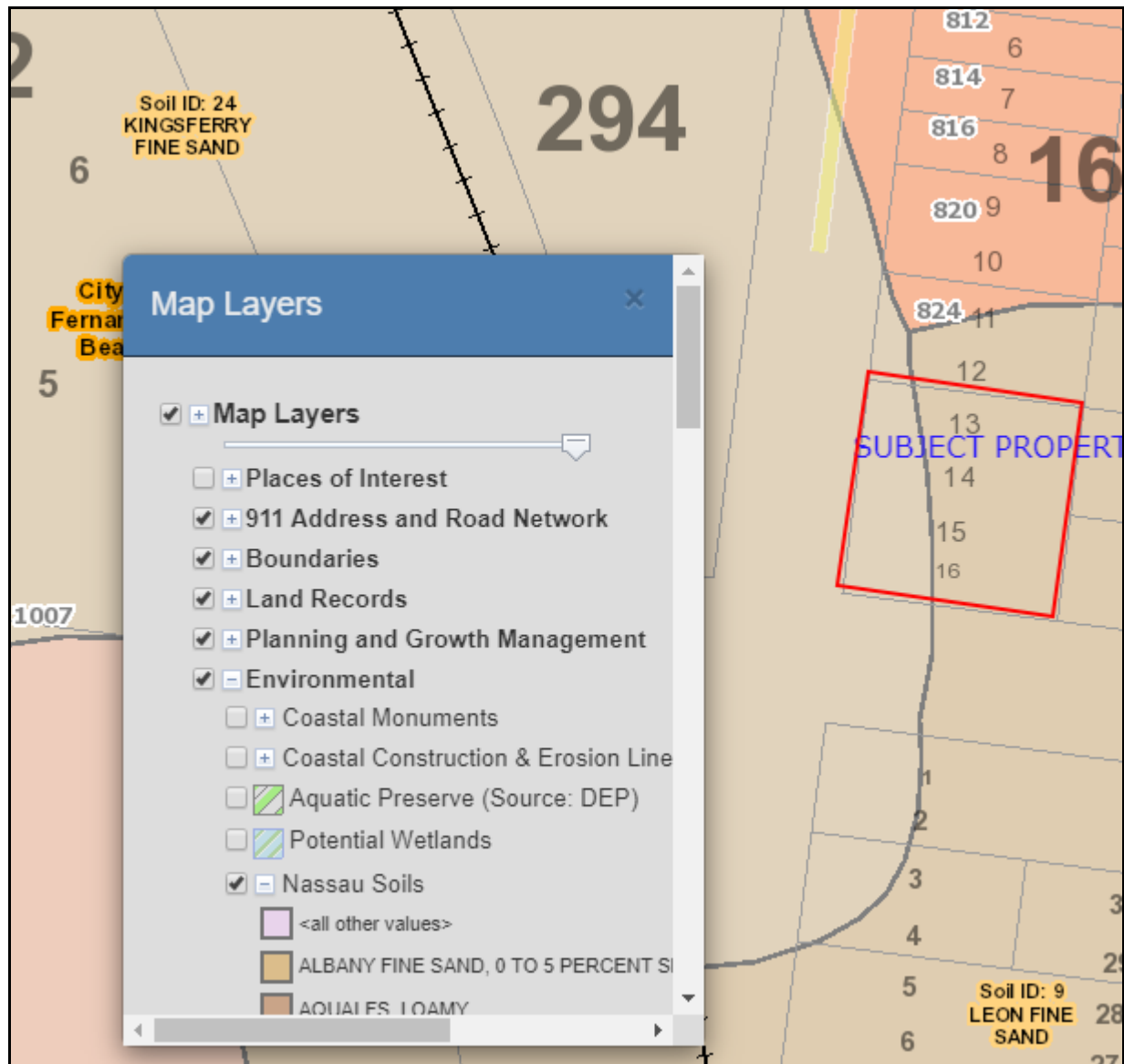
FLOODZONE





STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

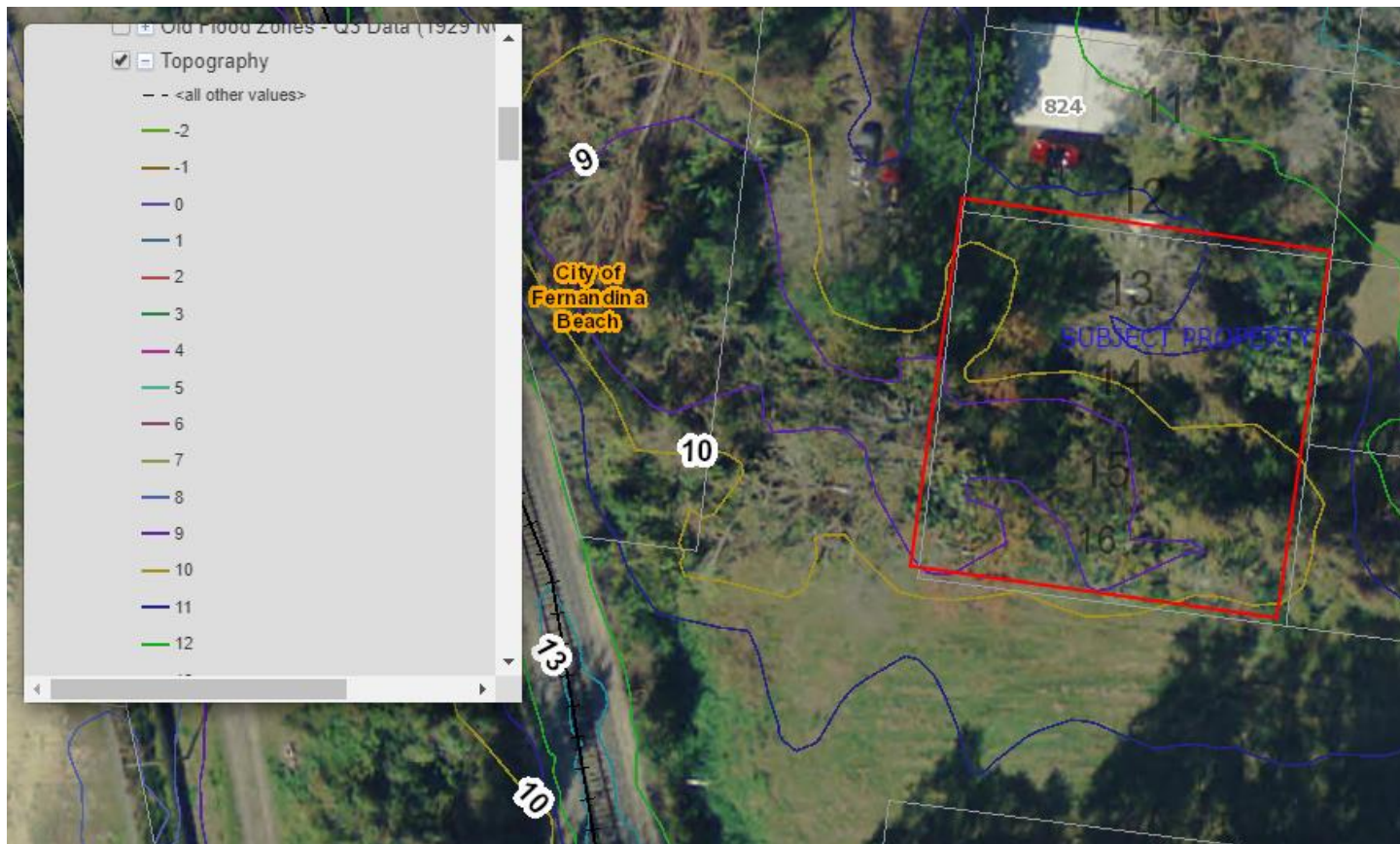
SOILS





STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

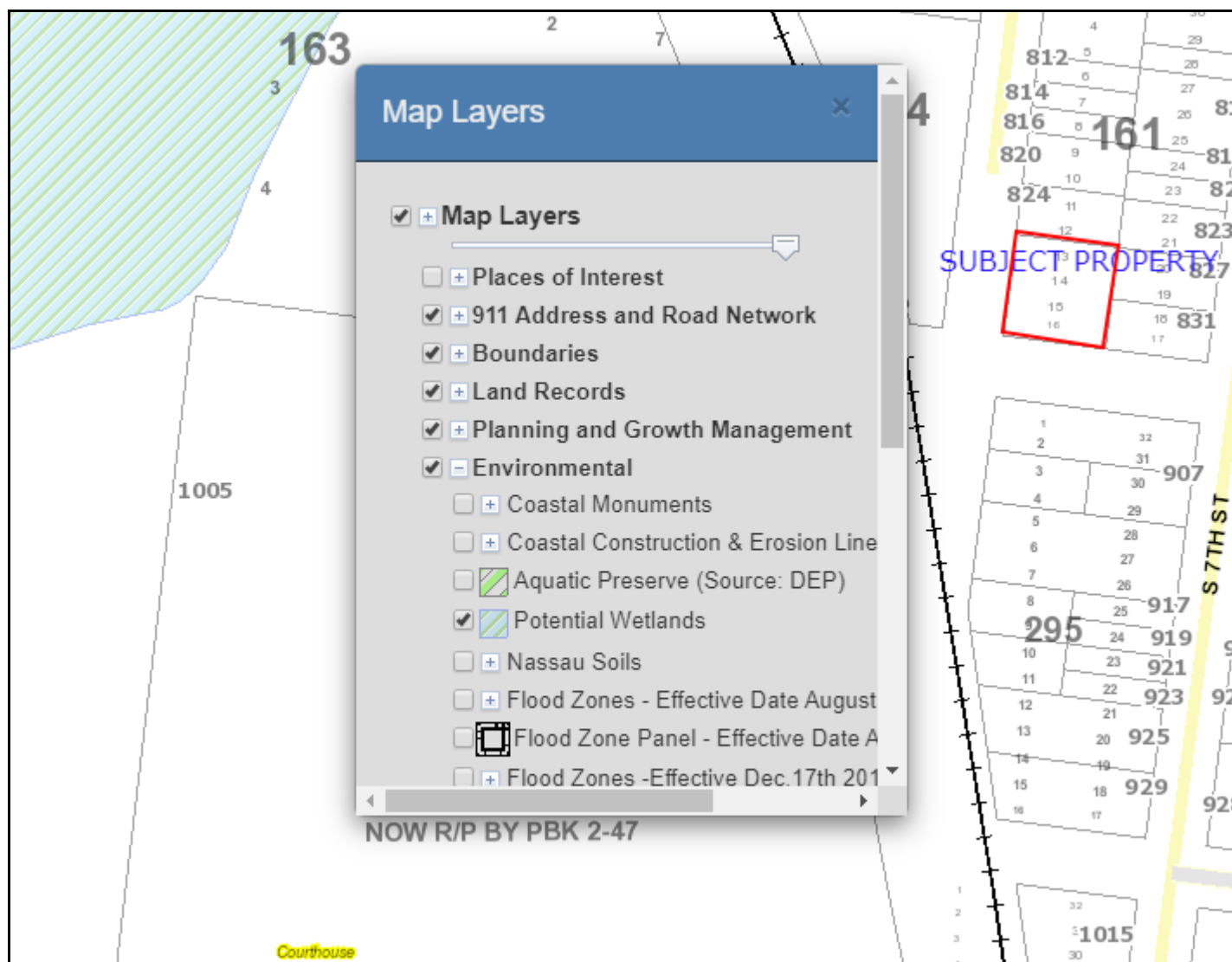
TOPOGRAPHY





STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

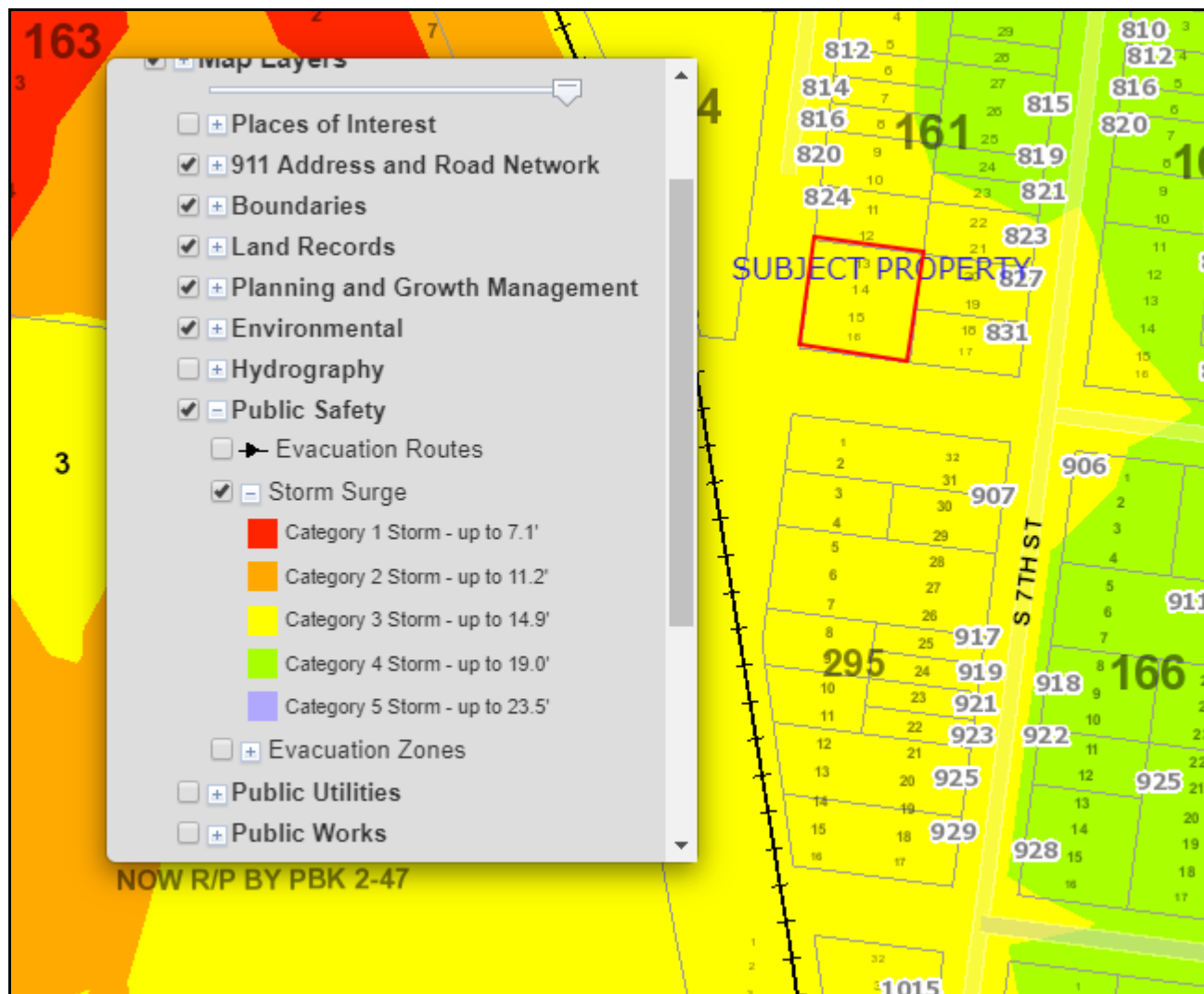
WETLANDS





STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

STORM SURGE ZONE (COASTAL HIGH HAZARD AREA DEFINED AS CATEGORY 1 ZONE)

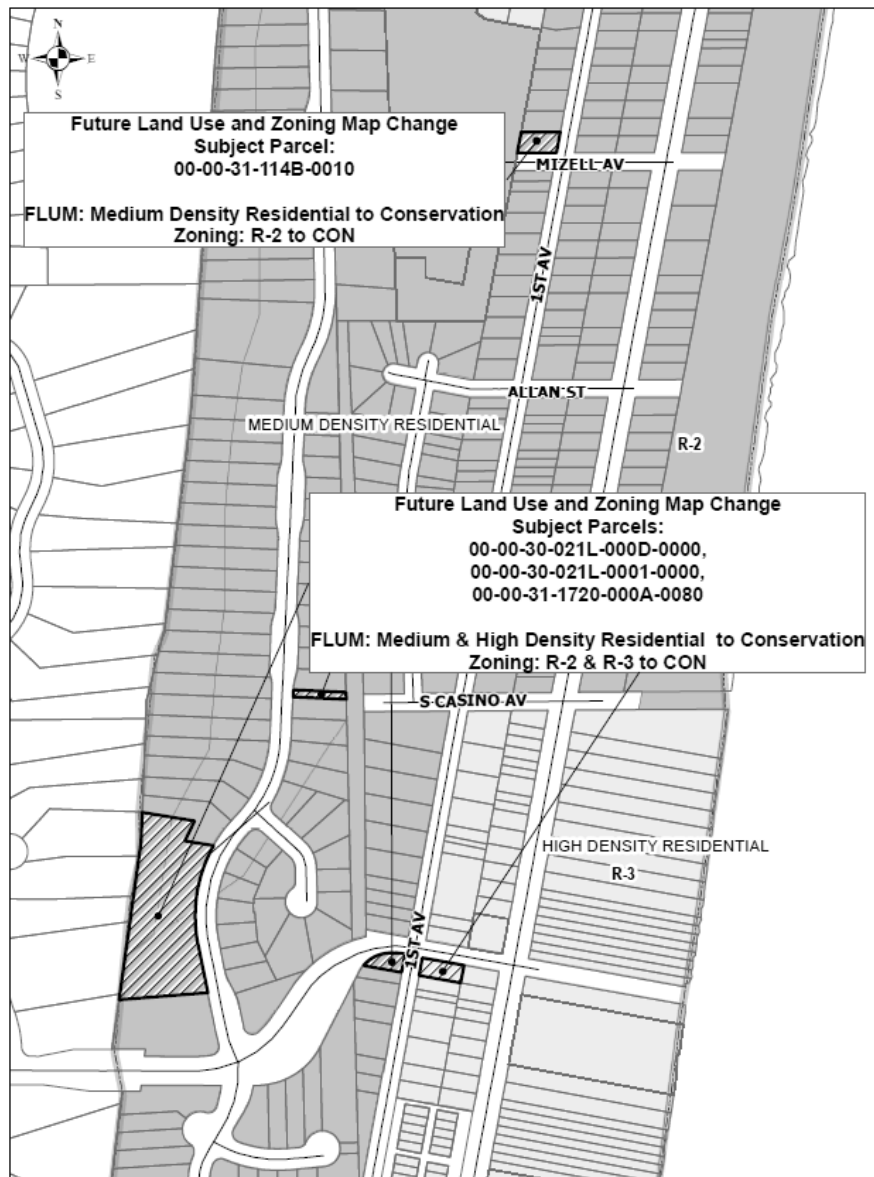


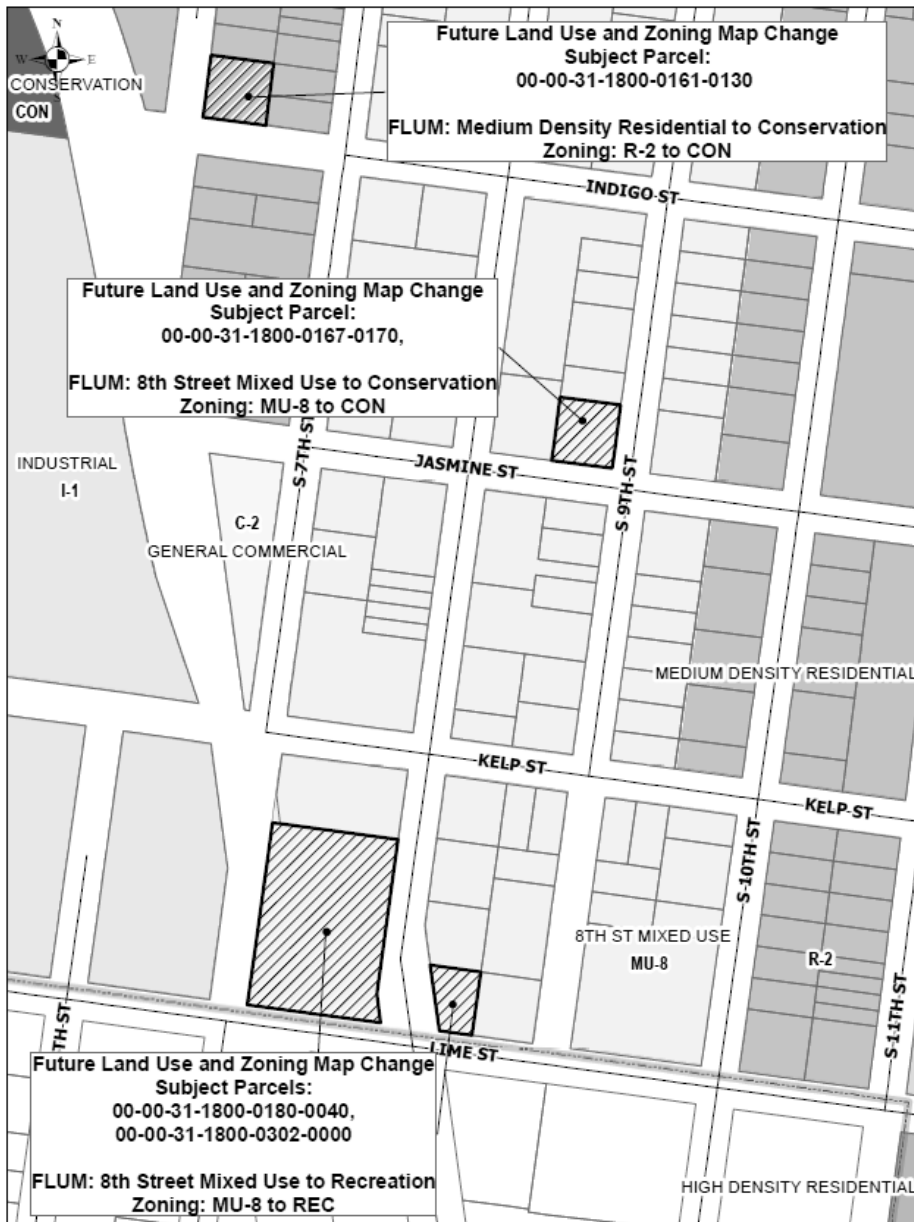
NOTICE OF PUBLIC HEARING
CITY COMMISSION
CITY OF FERNANDINA BEACH

NOTICE IS HEREBY GIVEN that a Public Hearing is scheduled for **Tuesday, August 18, 2020, at 6:00 PM** in the City Commission Chambers, 204 Ash Street Fernandina Beach, Florida to consider the following application:

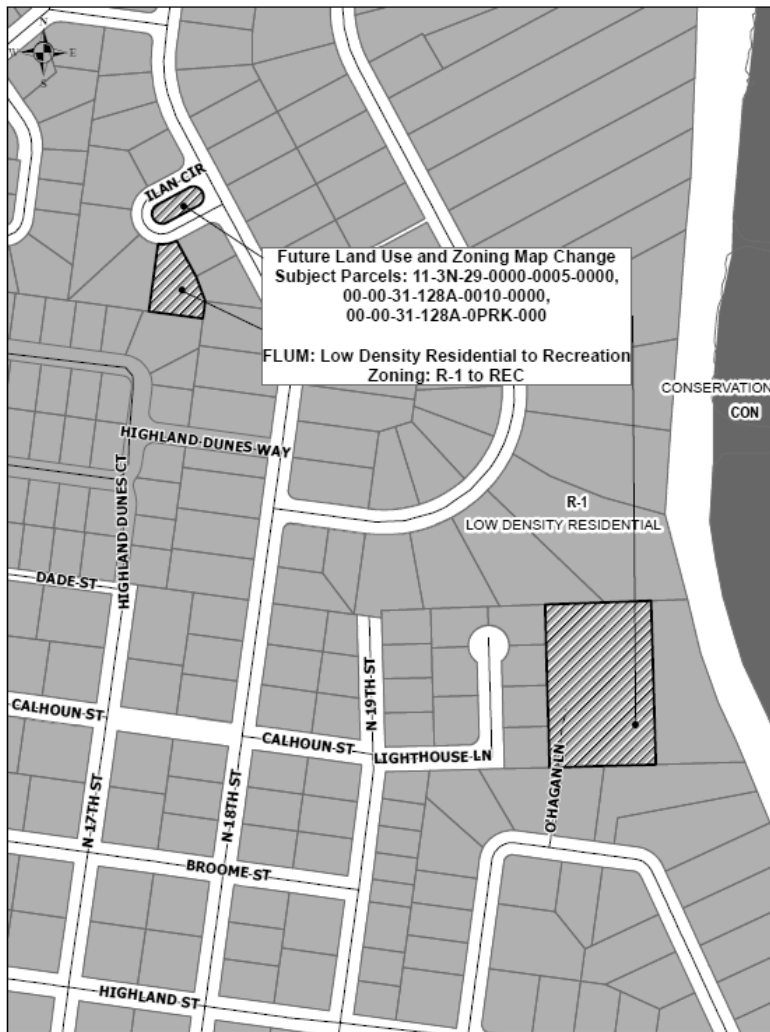
ORDINANCE 2020-26

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, CHANGING THE CITY'S ZONING MAP TO ADD CONSERVATION AND RECREATION LANDS FOR PROPERTIES OWNED BY THE CITY OF FERNANDINA BEACH, COLLECTIVELY TOTALING APPROXIMATELY 22.15 ACRES OF LAND; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.









Interested parties may appear at said hearing and be heard as to the advisability of any action, which may be considered. Any persons with disabilities requiring accommodations in order to participate in this program or activity should contact 310-3115, TTY/TDD 711 or through the Florida Relay Service at 1-800-955-8771 at least 24 hours in advance to request such accommodation.

IF ANY PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE BOARD/COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH HEARING, S/HE WILL NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

For information, please contact the Staff of the City Clerk's Office, 204 Ash Street, between the hours of 8:00 AM – 5:00 PM, Monday through Friday, (904) 310-3115.

Note:

Please run as a DISPLAY in the April 8, 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
Arts and Culture Nassau

ITEM TYPE: Board Appointment

REQUESTED ACTION: Approve appointments.

SYNOPSIS: In accordance with Resolution 2007-102, Section 1(d) the City Commission shall appoint Arts & Culture Nassau advisory board members and representatives.

Arts and Culture Nassau has three vacancies: the Amelia Community Theatre representative, Amelia Island Book Festival representative, and Amelia Island Jazz Festival's representative.

The Amelia Community Theatre recommends the appointment of Ms. Violet Boerescu to serve as its Arts and Culture Nassau representative (formerly held by Mr. David Lowry) for a two-year, unexpired term ending March 2022.

The Amelia Island Book Festival recommends the reappointment of Ms. Fran Shea as its Arts and Culture Nassau representative for another two-year term ending June 2022.

The Amelia Island Jazz Festival recommends the reappointment of Ms. Cathy DeCou as its Arts and Culture Nassau Representative for another two-year term ending July 2022.

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission appoint Ms. Boerescu and reappoint Ms. Shea and Ms. DeCou to two-year terms to Arts and Culture Nassau.

Caroline Best, City Clerk	8/6/2020
Nicole Bednar, Administrative Services Manager	8/6/2020
Dale L. Martin, City Manager	8/7/2020

Date: July 28, 2020

Submitted By: Kim Briley, Deputy City Clerk

COMMISSION ACTION: Approve

RESOLUTION 2017-24

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AMENDING RESOLUTION 2016-69 PERTAINING TO ARTS AND CULTURE NASSAU BY AMENDING THE NUMBER OF VOTING MEMBERS; ALLOWING MEMBER ORGANIZATIONS TO BE AMENDED; ESTABLISHING A QUORUM; ESTABLISHING TWO YEAR TERMS FOR ALL MEMBERS; ALLOWING ALTERNATE MEMBERS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Arts and Culture Nassau serves as a liaison between the City and the arts community to promote awareness, appreciation, enjoyment and the enhancement of arts programs and facilities; and

WHEREAS, Arts and Culture Nassau wishes to amend Resolution 2016-69 by amending the number of voting members, allowing member organizations to be amended, establishing a quorum, establishing two year terms for all members and allowing alternate member organizations.

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

SECTION 1. The City Commission hereby amends the membership of Arts and Culture Nassau and shall be administered through the City Commission and is responsible for adhering to the following:

a. ~~Organization; Quorum; Officers:~~

~~The Arts and Culture Nassau shall be comprised of eleven (11) regular members, two (2) At Large members who are citizens appointed by the City Commission but represent no particular organization; one (1) representative from each of the following organizations: the Amelia Community Theatre; the Island Art Association; Amelia Book Island Festival; Amelia Island Chamber Music Festival; Amelia Island Jazz Festival; Amelia Island Museum of History; Friends of the Library of Nassau County; and two (2) non-voting members recommended by the Board of Commissioners of Nassau County to the City Commission. Each of the seven (7) representatives shall be nominated by their own respective organization to the City Commission and shall serve without compensation. A quorum of the Council shall consist of five (5) of the voting members. The Council shall elect from its membership a Chairperson and Vice Chairperson. In the absence or disability of the Chairperson, the Vice Chairperson shall perform the duties of the Chairperson.~~

~~The Council shall meet at a regularly set date, time and location established by the Council. The Council shall be subject to the public meeting laws and the public records laws.~~

a. Organization; Quorum; Officers.

The Arts and Culture Nassau shall be comprised of 11 voting members. Members shall be drawn from a list of seven (7) organizations chosen from a list of the non-profit arts and culture organizations in Fernandina Beach. This list may be amended as organizations change. There shall be two (2) members designated by Nassau County. In addition there shall be two (2) City Resident at-large members.

Each of the member representatives shall be nominated to the City Commission by their own respective organization and shall serve without compensation. A quorum of the board shall consist of six (6) of the voting members.

Each member shall serve a two (2) year term. An organization may designate an alternate to their regular member representative. The alternate will be empowered to act in the absence of the regular representative.

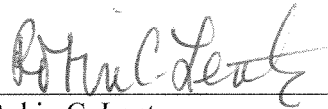
The board shall elect from its membership a Chairperson and Vice-Chairperson. In the absence or disability of the Chairperson, the Vice-Chairperson shall perform the duties of the chairperson.

The board shall meet at a regularly set date, time and location established by the board.

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

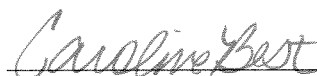
ADOPTED this 21st day of February, 2017.

CITY OF FERNANDINA BEACH



Robin C. Lentz
Mayor – Commissioner

ATTEST:



Caroline Best
City Clerk

APPROVED AS TO FORM & LEGALITY:



Tammi E. Bach
City Attorney

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT:

Resolution 2017-24

Amending Resolution 2016-69 - Arts and Culture Nassau Membership

ITEM TYPE:

☐

Ordinance

☒

Resolution

☐

Other

☐

Proclamation

☐

Presentation

REQUESTED ACTION: **Approve Resolution 2017-24**

SYNOPSIS: Arts and Culture Nassau is a City Commission appointed committee and receives staff support from the Parks and Recreation Department.

Arts and Culture Nassau wishes to amend Resolution 2016-69 by: amending the number of voting members; amending member organizations; establishing a quorum; and establishing two-year terms for all members.

FISCAL IMPACT: N/A

2016/2017 CITY COMMISSION GOALS:

(As approved by Resolution 2016-51)

☐

Beach Safety

☐

Alachua Street

☐

Soccer Field Lighting

☐

Stormwater

☐

Downtown Density

☐

Opportunity

☐

ADA Improvements

☒

Departmental

☐

Consideration

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2017-24. *DEM*

DEPARTMENT DIRECTOR

Submitted by: Nan S. Voit

Date: 1/22/17

Director of Parks and Recreation

CONTROLLER

Approved as to Budget Compliance

Date:

CITY ATTORNEY

Approved as to Form and Legality *TEB*

Date: 2/3/17

CITY MANAGER

Approved Agenda Item for 2/21/17 *DEM*

Date: 2/3/17

COMMISSION ACTION:

☒

Approved As Recommended

☐

Disapproved

☐

Approved With Modification

☐

Postponed to Time Certain

☐

Other

☐

Tabled

Approved at the City Commission
Regular
 Meeting
 Held on *2/21/17*
 Voted: *5-0* Initial: *KB*

Kim Briley

From: Scott Mikelson
Sent: Tuesday, July 28, 2020 10:43 AM
To: Kim Briley
Cc: margepowel@aol.com; Peggy Strickland
Subject: FW: Arts and Culture Nassau, ACT Representative

Kim,
Would you add this to the commission for approval. Their former rep resigned.

Scott Mikelson
Parks & Rec. Assistant Director
City of Fernandina Beach
1200 Elm Street
Fernandina Beach, FL 32034
(904) 310-3356 | smikelson@fbfl.org
www.fbfl.us



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From: Peggy Strickland <peggydawg53@gmail.com>
Sent: Monday, July 27, 2020 1:03 PM
To: Scott Mikelson <smikelson@fbfl.org>
Cc: VIOLET BOE <violetboe@aol.com>; Tener Wade <twade@ameliacommunitytheatre.org>
Subject: Re: Arts and Culture Nassau, ACT Representative

It is my pleasure as President of the Board of ACT to announce that Violet Boerescu has agreed to serve as the representative for Amelia Community Theatre in the Arts and Culture Nassau Committee. I assume the next meeting is Monday, August 3 at noon. Scott, would you please send Violet the information she needs in order to attend.

Thank you.

Peggy Strickland
President, ACT Board
Sent from my iPhone

Violet Boerescu
904-206-3131
violetboe@aol.com

On Jul 7, 2020, at 12:42 PM, Scott Mikelson <smikelson@fbfl.org> wrote:

Mission Statement below. Thank you Ms. Dean.

"To support, promote, and enhance the arts in Nassau County and to provide a framework to network and address common concerns."

Scott Mikelson
Parks & Rec. Assistant Director
City of Fernandina Beach
1200 Elm Street
Fernandina Beach, FL 32034
(904) 310-3356 | smikelson@fbfl.org
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Kim Briley

From: Scott Mikelson
Sent: Thursday, July 2, 2020 9:23 AM
To: Kim Briley
Cc: margepowel@aol.com
Subject: FW: Arts & Culture Nassau

Kim,
This is regarding Fran Shea's seat on the board.

Scott Mikelson
Parks & Rec. Assistant Director
City of Fernandina Beach
1200 Elm Street
Fernandina Beach, FL 32034
(904) 310-3356 | smikelson@fbfl.org
www.fbfl.us



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From: Luckielarry <luckielarry@aol.com>
Sent: Wednesday, July 01, 2020 10:14 PM
To: franshea@comcast.net; president@ameliaislandbookfestival.org
Cc: Scott Mikelson <smikelson@fbfl.org>
Subject: Re: Arts & Culture Nassau

Hi Fran,
Yes, I'd like for you to continue as the AIBF rep for Arts & Culture Nassau for another two year term. By copy of this email, I'm notifying Scott Mikelson accordingly.
Thanks.
Larry

Lawrence W. Williams, President
Amelia Island Book Festival
P.O. Box 15286
Amelia Island, FL 32035
president@ameliaislandbookfestival.org
Mobile: 407-491-4557

Connecting students, authors and books for lifelong learning.

Mark Your Calendar for the 20th Annual Amelia Island Book Festival set for February 11 - 13, 2021

Visit us at: www.ameliaislandbookfestival.org

Follow us on Facebook

-----Original Message-----

From: Fran Shea <franshea@comcast.net>

To: Larry Williams <president@ameliaislandbookfestival.org>

Cc: Scott Mikelson <smikelson@fbfl.org>

Sent: Mon, Jun 29, 2020 5:19 pm

Subject: Arts & Culture Nassau

Hi Larry,

Received notice my term has expired as the AIBF rep for Arts & Culture Nassau. If you agree, I will be happy to continue for another 2 year term. You will need to send a note to Scott Mikelson at email smikelson@fbfl.org. Stating my appointment by AIBF for another 2 year term

I copied Scott on this email.

Thanks, Fran

PS: If u choose to appoint someone else, please let me know & I will be glad to introduce them to the group.

Thanks, Fran

Sent from my iPhone

Kim Briley

From: Scott Mikelson
Sent: Monday, July 6, 2020 4:29 PM
To: Kim Briley
Subject: FW: Les DeMerle Amelia Island jazz Festival

This is regarding Cathy DeCou. Can this represent her nomination? So now you have Fran's and Kathy's, I will work on Carol Kish.

Scott Mikelson
Parks & Rec. Assistant Director
City of Fernandina Beach
1200 Elm Street
Fernandina Beach, FL 32034
(904) 310-3356 | smikelson@fbfl.org
www.fbfl.us



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-----Original Message-----

From: Les & Bonnie DeMerle <ldmm@bellsouth.net>
Sent: Monday, June 29, 2020 8:08 PM
To: Scott Mikelson <smikelson@fbfl.org>
Subject: Les DeMerle Amelia Island jazz Festival

Hi Scott,

We just received notice of Cathy DeCou term ending, and I would like to ask if we reinstate her to represent the Amelia Island Jazz Festival.

Also please let me know if there is a close out form that you will send us, regarding the grant that we were awarded for 2019.

Thank you Scott, please get back to me.

Les DeMerle
Amelia Island jazz Festival
Artistic Director

Arts and Culture Nassau

Position	Term	Name & Address	Phone
1	07-17-2018	Carol Kish P.O. Box 15642, Fernandina Beach, FL 32034 beachgall@gmail.com	(361) 290-0439
2	04-07-2020	David Lowry Fernandina Beach, FL 32034 lowrydavid@yahoo.com	
3	06-05-2018	Fran Shea P.O. Box 824, Fernandina Beach, FL 32034 franshea@comcast.net	(904) 206-0205
4	12-01-2016	Marsha Joyner 368 Sargasso Street, Fernandina Beach, FL 32034 House917@aol.com	(904) 491-4942
5	02-01-2018	Cathy DeCou Fernandina Beach, FL 32034 kdecou@aol.com	(904) 310-9177
6	12-17-2019	Joshua Whitfield 631 Tarpon Avenue, Unit 6400, Fernandina Beach, FL 32034 joshua@ameliamuseum.org	
7	04-07-2020	Lauree Hemke 751 Barrington Drive, Fernandina Beach, FL 32034 lchemke@comcast.net	(301) 580-5548
8	03-01-2017	Penny Reid 1706 Highland Dunes Court, Fernandina Beach, FL 32034 Reipe19@msn.com	(509) 294-3708
9	02-19-2019	Terri Dean 4589 Genoa Drive, Fernandina Beach, FL 32034	(404) 218-5784
10	05-01-2011	Marge Powell 43553 Ratliff Road, Callahan, FL 32011 margepowell@aol.com	(904) 614-7745
11	01-01-2017	Emily Baumgartner Hillard, FL 32034 baumgartnere689@gmail.com	(904) 879-3042 (904) 507-9042

Arts and Culture Nassau

Term Length: 24 Months

Max Terms: No Limit

Number of Members: 11

Meeting Schedule: First Monday of each month

Meeting Time: 12:00 PM

Meeting Location: Atlantic Recreation Center Aquatics Building

Meeting Address: 2500 Atlantic Avenue

Type: Advisory Board

Description:

Council Liaison:

Staff Liaison:

Scott Mikelson

smikelson@fbfl.org

Position Number	Name	Appt Date	No. of Terms Served	Term Expiration Date
1	Carol Kish	07/17/2018	1	07/17/2020
2	David Lowry	04/07/2020	1	03/01/2022
3	Fran Shea	06/05/2018	1	06/05/2020
4	Marsha Joyner	12/01/2016	1	12/01/2021
5	Cathy DeCou	02/01/2018	1	02/01/2020
6	Joshua Whitfield	12/17/2019	1	12/30/2021
7	Lauree Hemke	04/07/2020	1	03/01/2022
8	Penny Reid	03/01/2017	2	12/01/2021
9	Terri Dean	02/19/2019	1	03/01/2021
10	Marge Powell	05/01/2011	1	05/01/2021
11	Emily Baumgartner	01/01/2017	1	05/01/2021