AGENDA
FERNANDINA BEACH CITY COMMISSION
REGULAR MEETING
SEPTEMBER 1, 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 Anthony Daniel of Macedonia AME Church.

4. PRESENTATIONS

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

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

5. CITY COMMISSION DISCUSSION

5.1 **CONSERVATION / ENVIRONMENT** - *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 **LEGISLATIVE PRIORITIES**

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

7. RESOLUTIONS

7.1 ***AMENDED AND EXTENDED* - EMERGENCY ORDER – COVID19 - MANDATORY MASKS** - RESOLUTION 2020-94: EMERGENCY ORDER REQUIRING MASKS OR FACE COVERINGS IN PUBLIC SPACES, PROVIDING FOR EXCEPTIONS, PROVIDING FOR A NEW EXPIRATION DATE. *Synopsis: Extends the Emergency Order requiring face coverings, Resolution 2020-94, to October 6, 2020.*

7.2 **AWARD OF RFP # 2020-02 – MANAGING AND/OR LEASING MARINA FACILITIES** – RESOLUTION 2020-98 AWARDING RFP # 2020-02 FOR MANAGING AND/OR LEASING MARINA FACILITIES; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Authorizes negotiations following RFP # 2020-02 for managing and/or leasing marina facilities.*

7.3 **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.*

7.4 **AGREEMENT NEGOTIATION - RFQ #2020-01 -** RESOLUTION 2020-119 ACCEPTING THE CITY HALL ASSESSMENT AND DESIGN EVALUATION COMMITTEE RANKING FOR RFQ #2020-01; AUTHORIZING NEGOTIATION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Accepts the recommendation of firms by the City Hall Assessment and Design Evaluation Committee for RFQ #2020-01: Silling Architects, Inc., LS3P Associates, LTD, Passero Associates LLC, and Bhide & Hall Architects, P.A.*

7.5 **CHANGE ORDER APPROVAL - MARINA UTILITIES, INC. -** RESOLUTION 2020-120 APPROVING CHANGE ORDER #2 WITH MARINA UTILITIES, INC. IN THE AMOUNT OF $10,753.25 FOR REPLACEMENT PARTS RELATIVE TO ELECTRONIC PARTS, DISPLAYS AND PANELS; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves Change Order #2 with Marina Utilities, Inc. in the amount of $10,753.25 and authorizes increasing the total project cost to $111,203.25.*

7.6 **LOBBYING SERVICES AGREEMENT – JACOBS SCHOLZ & WYLER, LLC** – RESOLUTION 2020-121 APPROVING A LOBBYING SERVICES AGREEMENT BETWEEN THE CITY AND JACOBS SCHOLZ & WYLER, LLC FOR STATE AND FEDERAL LOBBYING SERVICES FOR FY 2020/2021; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves the lobbying services agreement with Jacobs Scholz & Wyler, LLC for FY 2020/2021.*

7.7 **TEMPORARY EASEMENTS - UNITED STATES ARMY CORPS OF ENGINEERS (USACE) -** RESOLUTION 2020-122 APPROVING TEMPORARY EASEMENT AGREEMENTS BETWEEN THE CITY OF FERNANDINA BEACH AND THE UNITED STATES ARMY CORPS OF ENGINEERS (USACE) FOR BEACH RENOURISHMENT STAGING AND MOBILIZATION; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves the easements allowing the USACE to access areas of Dolphin Street to complete beach renourishment work.*

7.8 **GRANT APPLICATION - FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP)** - RESOLUTION 2020-123 AUTHORIZING THE SUBMITTAL OF AN APPLICATION TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) GRANT APPLICATION FOR THE DESIGN AND CONSTRUCTION OF A NEW BEACH WALKOVER AT BEACH ACCESS POINT 6N; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves the submission of an application to FDEP for grant funds of $60,000 for a resiliency project to strengthen the City's protective dune system through the replacement of Beach Walkthrough 6N with a beach walkover.*

7.9 **PROGRAM MODIFICATION - PRESERVATION REHABILITATION ASSISTANCE GRANT (PRAG)** - RESOLUTION 2020-124 APPROVING A RECOMMENDATION BY THE HISTORIC DISTRICT COUNCIL TO ALLOW NON-PROFITS OR OTHERWISE TAX-EXEMPT ORGANIZATIONS OPERATING OUT OF HISTORIC DISTRICT BUILDINGS AND WHICH MEET OTHER HISTORIC PRESERVATION AND FINANCIAL NEED CRITERIA TO APPLY FOR THE CITY'S FY 2020-2021 PRESERVATION REHABILITATION ASSISTANCE GRANT; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Supports the recommendation by the Historic District Council to open the program to non-profit, tax-exempt organizations operating at historically-significant national-register or contributing structures in the City's Historic District to apply under certain conditions including demonstration of financial need.*

7.10 **AWARD OF BID #2020-09 - JOHNSON HOME BUILDERS, INC. -** RESOLUTION 2020-125 AWARDING BID #2020-09 TO JOHNSON HOME BUILDERS, INC. FOR THE CONSTRUCTION OF THE TOPTRACER GOLF FACILITY; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Awards Bid #2020-09 to Johnson Home Builders, Inc. in an amount not to exceed $277,800 for the construction of the Toptracer Golf Facility.*

8. ORDINANCE - FIRST READING

8.1 **FY 2020/2021 AMENDED PAY AND CLASSIFICATION PLAN** - ORDINANCE 2020-31 ESTABLISHING AN AMENDED PAY AND CLASSIFICATION PLAN FOR FISCAL YEAR 2020/2021, PURSUANT TO SECTION 120 OF THE CITY CHARTER AND SECTION 62-247 OF THE CODE OF ORDINANCES OF THE CITY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Establishes an amended Pay and Classification Plan for FY 2020/2021.*

9. ORDINANCES- SECOND READING

9.1 **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.*

9.2 **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.*

9.3 **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.*

9.4 **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.*

10. CITY MANAGER REPORTS

11. CITY ATTORNEY REPORTS

12. CITY CLERK REPORTS

13. MAYOR/COMMISSIONER COMMENTS

14. ADJOURNMENT

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

MATTER CONSIDERED AT SUCH MEETING OR HEARING WILL NEED A RECORD OF THE PROCEEDINGS, AND, FOR SUCH PURPOSES, MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS MADE.

- AT THE DISCRETION OF THE MAYOR, A RECESS MAY BE SCHEDULED EVERY NINETY MINUTES.

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

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach

SUBJECT: Presentation
Nassau Humane Society

ITEM TYPE: Presentation

REQUESTED ACTION:

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

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

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Dale L. Martin, City Manager 8/16/2020

Submitted By: Nicole Bednar, Administrative Services Manager

Date: October 30, 2019

COMMISSION ACTION:

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach

SUBJECT: Presentation
Fernandina Beach Main Street Program

ITEM TYPE: Presentation

REQUESTED ACTION: N/A

SYNOPSIS: Ms. Arlene Filkoff of Fernandina Beach Main Street will provide a synopsis of projects occurring within each of the four Main Street Councils (Promotions, Economic Vitality, Organization, and Design).

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Dale L. Martin, City Manager 8/16/2020

Date: October 30, 2019

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION:

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach

SUBJECT: Discussion
Conservation / Environment

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 8/16/2020

Submitted By: Nicole Bednar, Administrative Services Manager Date: October 25, 2019

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.

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

Projects should be completed in the ten months between July 2021-June 2022. Funding for the RPG program is subject to State legislative and gubernatorial approval, with Individual awards up to $500,000. The grant application does not have a matching fund requirement and is due October 9, 2020. Staff requests City Commission final selection of one of two projects previously discussed to pursue through the RIG grant.

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Dale L. Martin, City Manager 8/16/2020

Date: October 25, 2019

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION:

Florida Resilient Coastlines Program, Resilience Implementation Grant (RIG)

I. Amelia River Resiliency – Phase I, Downtown Waterfront Project, Information Provided by Andrew Holesko, Passero and Associates

Phase I – South Marina (Parking Lots C&D Stabilization) – Part of the Amelia Riverfront Engineering Study was to assess the existing infrastructure and topographical conditions from the Rayonier Plant to the Port of Fernandina, approximately 1.1 miles of study area.

The entire study area is located adjacent to the Amelia River, subject to storm surge, related impacts and sea-level rise. Phase one of the proposed shoreline protection plan starts from the most southern portion of the City's Marina (Parking Lot D) to the existing boat launch ramp (Parking Lot C). This portion of the site has the highest natural elevations and a partially developed living shoreline. Therefore, the proposed work would include logical living shoreline enhancements by providing oyster mats/bags and tidal plantings in an area that encourages and supports natural stabilization methods. Moving south to north, the natural elevations would be increased by several feet to maintain the natural shoreline until it reaches the marine / dock accesses, where it would transition to an improved timber bulkhead. n.

The main goal of the proposed enhanced shoreline protection would reduce erosion and mitigate risk and impact from future storm events, in a natural setting.

The opinion of probable costs for this portion of the shoreline protection is approximately $2-3 million, not including structural features and walkways (Walkways are funded by a FIND grant in FY 2020/2021). Current value engineering alternatives are underway to lower the opinion of probable costs by $1 million.

Schedule:

Preliminary Design: Underway

Final Design: October 2020 – December 2020

Permitting: September – December 2020

Bidding: January-February 2021

Construction: February – June 2021 (Lorelei' note: Project will have to be completed by May 2021. This project will not allow any extensions).

Phase II – Watertown - St. Mary's Riverkeeper Living Shoreline Phase (keep it?)

II. Two Beach Access Project Options

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

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

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

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

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

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

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

III. St. Mary's Riverkeeper Living Shoreline Project Proposal

The goal of this project is to establish a living shoreline oyster reef along the Old Town Fernandina waterfront on the Amelia River, Florida. The shoreline will function as a wave break to halt or slow erosion of the marsh while simultaneously providing oyster habitat, and will restore lost marsh vegetation. The shoreline directly in front of Old Town Fernandina is eroding, but still maintains some salt marsh vegetation and small scattered clusters of live oysters. Most of the oyster reef that previously protected the shoreline no longer remains, likely due to high energy from boat traffic traveling along the intercoastal waterway. In a high energy site like the Amelia River, a strong wave break dampens the wave energy to protect the marsh shoreline.

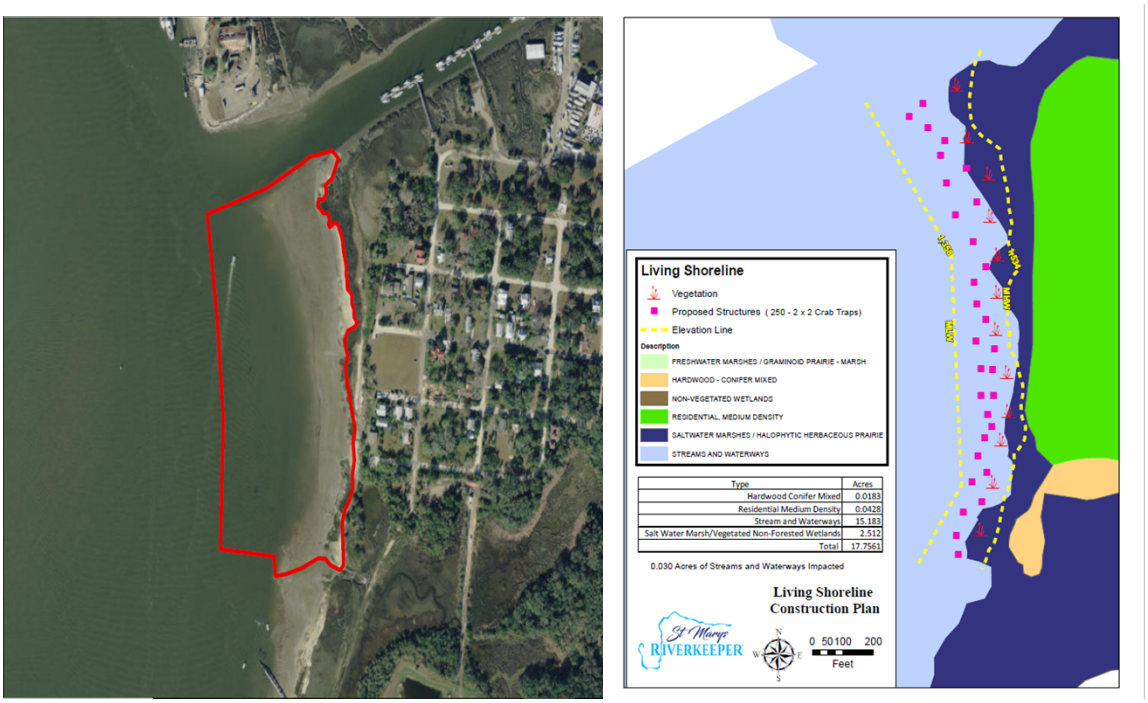
On April 29 2019, we (the St. Mary's Riverkeepers) installed phase one of our living shoreline along the Old Town Fernandina waterfront (figure 1). The wave break was constructed of derelict crab traps collected on the gulf coast of Florida and adapted to serve as the foundation for an oyster reef. We modified the traps to ensure that they can no longer fish, and coated them with oyster shells and a thin cement slurry that recruits and supports oyster growth. The concrete slurry was composed of 3 parts Sakrete Multipurpose Sand, 1 part Sakrete Portland Cement type 1-11, and ¼ part Austinville Lime Fine Pulverized Limestone. The ingredients in the cement were iron oxide, silica, crystalline, quartz, calcium oxide, gypsum, calcium carbonate, and magnesium oxide. All traps were disarmed by opening all entrance funnels on the sides, and cutting and folding the funnels down to create large openings in the sides. Many of these derelict traps already have large openings with large exits in place of the funnels. We left these openings and widened them if necessary. We checked all traps to ensure that all openings remaining were a minimum of seven inches (the size of the large end of the funnels on the sides). Each crab trap was anchored to the bottom with a crab trap iron, which is a square piece of rebar that is attached to each trap and acts as a weight. Traps were anchored to each other with zip ties with excess plastic cut off. We also secured PVC pipes to every other trap, and hammered the PVC into the substrate. The traps were placed in ten groups of six at intervals allowing for wildlife passage. Traps were place no more than 10 feet below mean high water, with exposure optimal for oyster recruitment. The wave break was constructed of derelict crab traps collected on the gulf coast of Florida and adapted to serve as the foundation for an oyster reef. We modified the traps

to ensure that they can no longer fish, and coated them with oyster shells and a thin cement slurry that recruits and supports oyster growth. The traps were secured and placed at an elevation best suited for oyster growth.

Research for this project is ongoing. We measure oyster recruitment, spartina recruitment, and water quality at the site. We established ten transect lines from each set of traps to the mean high water line. Along these transects we record substrate, vegetation, oyster recruitment, and oyster growth. We also take monthly readings of salinity, pH, and dissolved oxygen at the site.

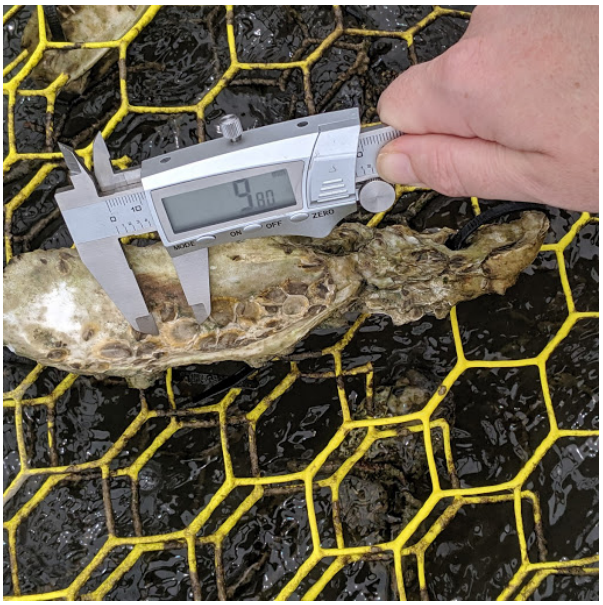
Additionally, on the day of deployment we filmed aerial drone footage of the site. We will be able to fly a drone on the same path to measure changes in sedimentation, oyster and spartina growth in the future.

Figure 1. Old Town Fernandina, Living Shoreline site on the Amelia River.



Within the first two weeks of deployment, all deployed traps showed oyster recruitment. The small clusters of live oysters at the site provided excellent spat, and the site showed excellent recruitment and growth throughout 2019 (figure 2). We did find that derelict traps with plastic coating did not retain the concrete slurry and did not recruit well. In future deployments, we will only use uncoated traps. Because the majority of derelict crab traps are now coated, collecting uncoated traps does present a challenge, however we do have 90 uncoated traps ready for future deployments.

Figure 2. Oyster Recruitment at site May 2019 (top left) – May 2020 (bottom right).


4.80
ON
OFF
ZERO

In addition to environmental benefits, this project provided social and economic benefits. Our contracted project lead was a former commercial oysterman who we transitioned into the conservation world. We also provided a summer internship with these funds to a marine science student at Stetson University. Local eco tours also always stop in front of our site and explain to tourists its purpose and the importance of coastal resilience.

Deployment Phase II

This project is permitted through the spring of 2022. Unfortunately, we were unable to deploy phase two of the project in the spring of 2020, as our planned deployment occurred during the Covid lockdown. We plan to deploy again in the spring of 2021. As we continue this project, we will add more traps to the reef, including traps that are closer inshore in order to promote reestablishment of marsh vegetation. We will work in collaboration with the Kelly Smith lab at UNF and with support from the Northeast Coast Resilience Coordinator with the Fish and Wildlife Commission. With the Kelly Smith Lab, we will deploy traps given different concrete slurry and oyster shell treatments to test for recruitment, and we will also deploy traps at differing distances below mean high water in order to research the best management practices for *Spartina* recruitment. Undergraduate students at UNF will conduct regular monitoring at the site, and local high schools will be involved in propagating and planting *Spartina* at the site.

Costs associated with this project include additional monitoring materials ($2,500), travel ($500), signage ($2,000), and contract workers and internships (10,000), totaling a cost of $15,000.

The project is currently supported by multiple partners who have pledged funding or volunteer support. Partners include Florida and Georgia Sea Grant, the Coastal Conservation Association (CCA), the Ritz-Carlton, The Florida Wildlife Conservation Commission, CSX Corporation, The Amelia Island Sailing Club, Salt Life Food Shack, Fernandina Beach High School, and Hilliard Middle Senior High School, and the City of Fernandina Beach.

RESILIENCE IMPLEMENTATION GRANTS
FISCAL YEAR 2021-2022

PROJECT TYPES

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

PROJECT TYPES

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

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

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

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

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

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

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

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

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

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

Project Type 2: Elevation or relocation of public structures

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

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

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

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

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

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

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

Resilient Implementation Grants
Eligibility Criteria

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

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

Tentative Timeline*

August 1, 2020 - Grant Applications Open for FY 2021-2022
October 9, 2020 - Applications closing at Noon (12:00 PM ET)
Early April 2021 - Notices via email to all applicants on anticipated award status
Late June 2021 - Anticipated grant agreement to be sent out to selected awarded grantees

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

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

FRCP GRANT FY 2021-2022

QUESTIONS & ANSWERS

1. Where can we find more information on the types of projects that have been funded in the past?
   All previously funded FRCP project agreements and deliverables can be located on the FRCP website Funded Projects page.

2. Where can we find more information on the grant goals and priorities?
   The goals and priorities for both the RPG and RIG grant applications can be found as links on our FRCP grant website, as well as in the online application program.

3. If a grant has been awarded to us in the past, do we need to set up a new account to apply?
   Yes, this is a new online application program, therefore everyone will have to set up a profile in the application program before they can apply.

4. Can a consultant create an account on behalf of a municipal client?
   Yes, a consultant may create an account and/or submit an application on behalf of a municipal client, but please keep the following in mind:
   a. Creating the account requires providing an email that will become the primary contact for that account and any applications submitted by the account.
   b. All application information provided must be completed from the perspective of the actual municipality that will be applying. That includes all contact information and signing authority for the municipality.
   c. Note that all email correspondence from the application program will be sent to the email address provided in the Grants Manager email field for the municipality, with a cc to the email address provided when establishing the account.

5. If a municipality has an ongoing agreement or retainer for services that is referred to as an "agent," would the agent be allowed to create the account on behalf of their municipality client?
   Any applicant that is not the municipality that will be assisting the applicant with the project in any way is considered a Sub-Contractor and may include their information in the appropriate location in the application. The application questions are all directed at the municipality and are to be confirmed by that municipalities authorized signing agent.

6. Can an applicant apply for both the RPG and RIG grant in the same cycle?
   No, applicants are only permitted to apply for one grant per state fiscal year.

7. With most people working from home, what address should be used?
   Always use the official business address when completing the address fields. Please keep in mind that this is what will be utilized on the actual agreement documents.

8. Why do we need to list a fiscal agent if we have the grant manager's information included?
   The fiscal agent is required to sign all Exhibit C documents when requesting payment along with the grant manager stating that the information provided is accurate. This is to ensure accountability and reduces fraud.

9. Who is considered the eligible signer for the application?
   The eligible signer is the person who has the legal authority to enter into any form of contractual agreement with the state of Florida on behalf of the municipality.

10. What is a sequence number and how to get it?
    The sequence number to an FEID # provides the actual name and address where payment is to be sent. These are typically used when there is a bigger umbrella company, that has smaller company units under it, and each unit collects and manages their own funds.
    - For example, Procter & Gamble is the big umbrella company, with smaller companies like Downy, Gain, Oral-B, Pantene, etc.
    - Each of the smaller companies may choose to utilize the umbrella companies FEID # yet list it under their name and address for funds to be processed through.
    - In cases such as these, the FEID # would be the same for Procter & Gamble, as it is for the smaller company Downy. However, they would have separate sequence numbers, to provide the detailed information for funds to be processed through that is different from the umbrella company's name and address.

    This information can be obtained by visiting MyFloridaMarketPlace (MFMP).

11. What are the actual timeframes for the fiscal year regarding the applications?
    All applications and timeframes are based on the State of Florida's fiscal year that starts on July 1 and ends on June 30 of every year.

12. How long will it take to get an answer on the applications if they have been or plan to be awarded; and how and when do applicants get notified that they have been rejected?
    All applicants will be notified of the award status after the state fiscal year budget has been signed by the Governor and the ORCP (Office of Resilience and Coastal Protection) Budget Director has approved sending contracts for execution.. Please keep in mind that the process may take several weeks after the budget is signed.

13. Can work begin upon notification of an award from DEP?
    No. No work on the project that is to be awarded may begin until both parties have a fully executed agreement.

14. If the fiscal year goes to June 30, why do the projects have to have an end date of April 30?
    All projects are being funded with state dollars that must be utilized before the end of the fiscal year. In order to receive all documents and process all payments before the funds are no longer available, we need to build in that processing time which can take up to 2 months to finalize.

15. When will the grants be awarded?
    See the answer to number 13 above.

16. When is the deadline for applications to be submitted?
    The deadline is October 9, 2020 for all applications.

17. Can Post Disaster Redevelopment plan updates be funded via RPG?
Yes, if the proposed project addresses the key issues of concern for FRCP: the effects of rising sea levels including coastal flooding, erosion, and habitat shifts.

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

19. If construction will start after July 1, 2021, will it be required to comply with SB178 and prepare a SLR Study?
    We are investigating this question and will post the answer as soon as possible.

20. Are matching funds required for the RPG or RIG grants?
    No. Neither of the grants being offered require matching funds.

21. How much money is available for the RPG and RIG grants overall not per project?
    The actual amount of funds available will be determined after the budget details are provided to FRCP. Applicants may request up to $75,000 for the RPG grant application and up to $500,000 for the RIG grant application.

22. Is there a pdf copy of the grant application that can be utilized prior to it going live?
    No. The applications are generated online through a live program. However, to help prepare for the questions in the application, please see the grant application worksheet on the FRCP grant website.

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AUGUST 2019

DRAFT SUPPLEMENTAL ENVIRONMENTAL ASSESSMENT

DUNES AND OTHER RESILIENCY DESIGN REFINEMENTS

SHORE PROTECTION PROJECTS

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

U.S. Army Corps
of Engineers
JACKSONVILLE DISTRICT

US Army Corps of Engineers
JACKSONVILLE DISTRICT

PROPOSED FINDING OF NO SIGNIFICANT IMPACT

RESILIENCY DESIGN REFINEMENTS SHORE PROTECTION PROJECTS

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

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

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

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

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

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

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

b. The Preferred Alternatives are being coordinated with the State of Florida, and all applicable water quality standards will be met. A water quality certification pursuant to section 401 of the Clean Water Act (CWA) of 1972, as amended, will be obtained from the Florida Department of Environmental Protection (FDEP) prior to construction. Pursuant to the CWA of 1972, as amended, the discharge of dredged or fill material associated with the Preferred Alternatives is compliant with the section 404(b)(1) Guidelines (40 CFR 230). In addition, a determination of consistency with the Florida Coastal Zone Management program pursuant to the Coastal Zone Management Act of 1972 will be obtained from FDEP prior to construction.

c. Consultation regarding the Preferred Alternatives is complete with the Florida State Historic Preservation Officer and the appropriate federally recognized Tribes. Pursuant to Section 106 of the National Historic Preservation Act of 1966, as amended, the Corps determined that the Preferred Alternatives would have no effect on historic properties. SHPO concurrence of no adverse effects to historic properties was provided in a letter dated June 14, 2019.

d. There are no effects to Essential Fish Habitat. However, the Preferred Alternatives are being coordinated with the National Marine Fisheries Service in accordance with the Magnuson-Stevens Fishery Conservation and Management Act.

e. The Preferred Alternatives have been evaluated pursuant to the Migratory Bird Treaty Act. The Jacksonville District's Migratory Bird Protection procedures will be implemented.

f. Benefits to the public will include dunes and design refinements that contribute to and supplement the erosion damage reduction provided by the existing project berm.

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

_____ _____

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

TABLE OF CONTENTS

1 PROJECT PURPOSE AND NEED. 1
1.1 Introduction. 1
1.2 Project Authority. 3
1.3 Project Location. 8
1.4 Project Need or Opportunity. 9
1.5 Agency goal or Objective. 9
1.6 Related Documents. 9
1.7 Decisions to be Made. 9
1.8 Scoping and Issues. 10
1.9 Permits, Licenses, and Entitlements 10
2 ALTERNATIVES. 12
2.1 Description of Alternatives. 12
2.2 Issues and Basis for Choice. 13
2.3 Project-specific Design Considerations 14
2.4 Preferred Alternatives. 20
3 AFFECTED ENVIRONMENT 6
3.1 General Physical Features. 6
3.2 Dune Vegetation. 15
3.3 Native Beach Sediment Composition. 16
3.4 Threatened and Endangered Species. 16
3.5 Migratory Birds. 18
3.6 Other Wildlife Resources. 18
3.7 Cultural, Historic, and Archaeological resources. 18
3.8 Water Quality. 18
3.9 Aesthetic Resources. 18
3.10 Recreation Resources. 19
3.11 Hazardous, Toxic, and Radioactive Waste. 19
3.12 Air Quality. 19
3.13 Noise. 19
3.14 Energy Requirements and Conservation. 19
3.15 Natural Or Depletable Resources 19

3.16 Native Americans. 19
3.17 Reuse and Conservation Potential. 20
4 ENVIRONMENTAL EFFECTS. 21
4.1 General Environmental Effects. 21
4.2 Dune Vegetation. 26
4.3 Threatened and Endangered Species. 27
4.4 Migratory Birds. 30
4.5 Other Wildlife Resources. 31
4.6 Cultural, Historic, and Archaeological Resources. 33
4.7 Water Quality. 34
4.8 Aesthetic Resources. 35
4.9 Recreation Resources. 37
4.10 Hazardous, Toxic, and Radioactive Waste. 38
4.11 Air Quality. 39
4.12 Noise. 41
4.13 Energy Requirements and Conservation. 42
4.14 Natural or Depletable Resources 43
4.15 Native Americans 44
4.16 Reuse and Conservation Potential. 45
4.17 Cumulative Impacts 45
4.18 Irreversible and Irretrievable Commitment of Resources. 51
4.19 Unavoidable Adverse Environmental Effects 51
4.20 Local Short-term Uses and Maintenance/Enhancement of Long-term Productivity. 51
4.21 Indirect Effects. 51
4.22 Compatibility with Federal, State, and Local Objectives. 52
4.23 Conflicts and Controversy 52
4.24 Uncertain, Unique, or Unknown Risks. 52
4.25 Precedent and Principle for Future Actions. 52
4.26 Environmental Commitments. 52
4.27 Compliance with Environmental Requirements. 53
5 LIST OF PREPARERS AND REVIEWERS. 59
5.1 Preparers. 59
5.2 Reviewers. 59

6 PUBLIC INVOLVEMENT. 60
6.1 Scoping and Draft SEA. 60
6.2 Agency Coordination. 60
6.3 Comments Received and Response. 60
REFERENCES 61
APPENDIX A - COASTAL ZONE MANAGEMENT CONSISTENCY 63
APPENDIX B - PERTINENT PUBLIC CORRESPONDENCE AND AGENCY DOCUMENTS 68
Agency Scoping Letter and Comment Response Matrix 68
APPENDIX C - RECOMMENDED PLANS. 119

LIST OF FIGURES

Figure 1. Location Map for SPPs in Nassau, Duval, St. Johns, and Brevard Counties. 8
Figure 2. Location Map for Nassau County SPP. 8
Figure 3. Location Map for Duval County SPP. 10
Figure 4. Location Map for St. Johns County SPP. 12
Figure 5. Location Map for Brevard County, North Reach, SPP. 13
Figure 6. Location Map for Brevard County, South Reach, SPP. 14
Figure 7. Dune Vegetation. 15
Figure 8. Dune Vegetation. 16
Figure 9. Adapted Advanced Fill Nourishment Template to include a Dune. 23
Figure 10. Resilience Profile Demonstrating How a Dune Contributes to Increased Resilience. 24

LIST OF TABLES

Table 1. Federal studies relevant to this project. 3
Table 2. Summaries of prior Federal authorized studies relevant to this project. 4
Table 3. Nassau County SPP – Alternatives. 15
Table 4. Duval County SPP -- Alternatives. 16
Table 5 St. Johns County SPP – Alternatives 17
Table 6. Brevard County North Reach SPP – Alternatives. 18
Table 7. Brevard County South Reach SPP – Alternatives 19

Table 8. Nassau County Summary of Recommended Design Changes. 21
Table 9. Duval County Summary of Recommended Design Changes. 22
Table 10. St. Johns County Summary of Recommended Design Changes. 23
Table 11. Brevard County North Reach Segment and South Reach Segment Summary of Recommended Design Changes 24
Table 12. Summary of Direct and Indirect Impacts. 0
Table 13. Sea turtle species that may nest along the east coast of Florida's Nassau, Duval, St. Johns, and Brevard counties. 17
Table 14. Summary of Cumulative Impacts. 47
Table 15. USEPA EJAssist Environmental Justice Criteria Percentages for Mayport, Florida. 57
Table 16. USEPA EJAssist Environmental Justice Criteria Percentages for Jacksonville Beach, Florida. 58
Table 17. Dune Scoping Letter – December 03, 2018 77
Table 18. Public Scoping Comment Response Matrix. 110

1 PROJECT PURPOSE AND NEED.

1.1 Introduction.

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

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

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

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

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

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

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

Table 1. Federal studies relevant to this project.

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

1.2 Project Authority.

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

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

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

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

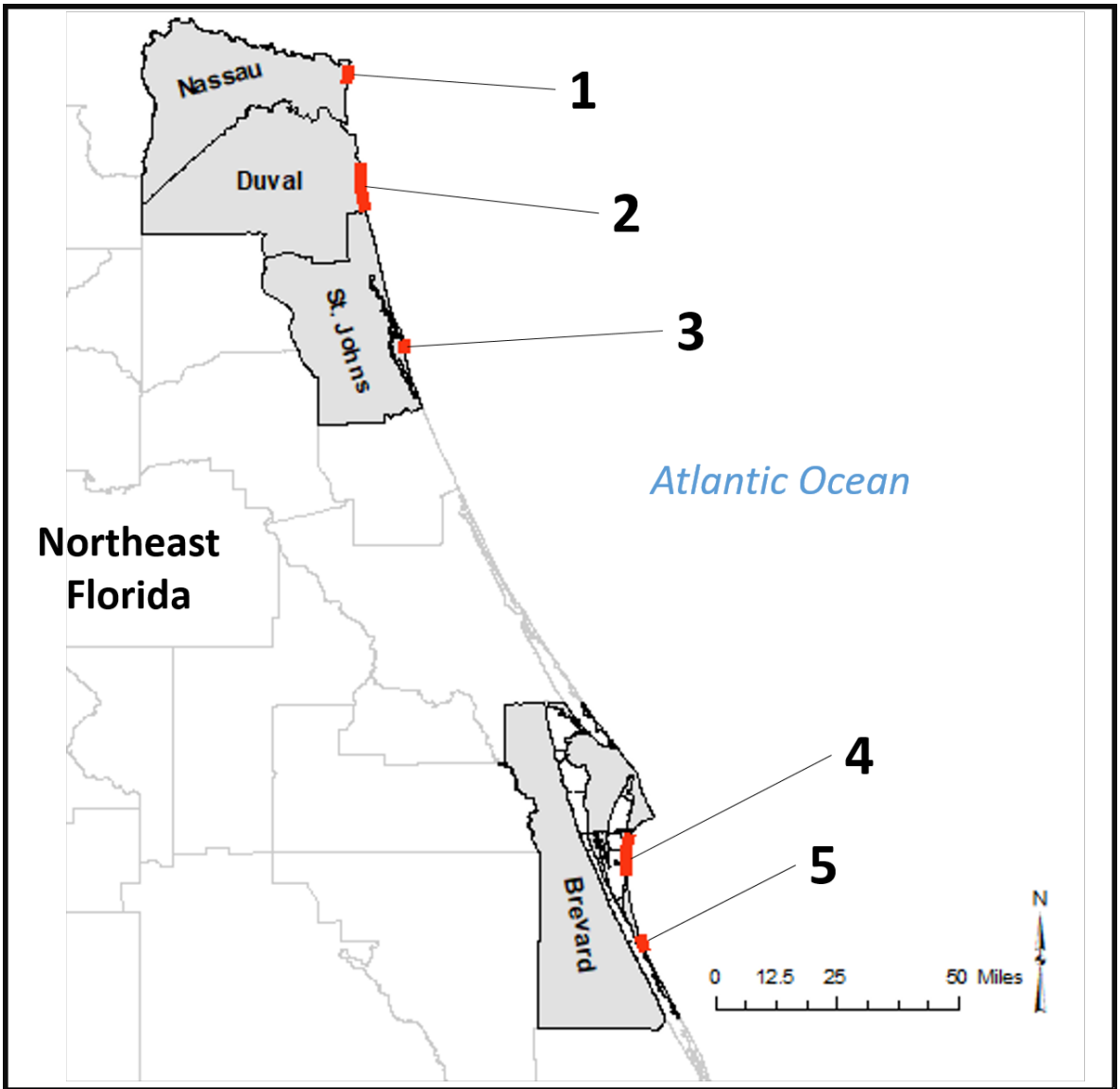
Project Name	Project Segment	Authority	Agreement(s) Governing Continuing Construction (Periodic Nourishment)	Authorized Reports	Federal Participation Period
Duval County, Florida Shore Protection Project		Section 301 of the River and Harbor Act of 1965 (P.L. 89-298)	Project Cooperation Agreement Between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

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

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

1.3 Project Location.

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



Map ID	County	Project Name	Segment	Length (mi)
1	Nassau	Nassau County, FL Shore Protection Project	na	3.9
2	Duval	Duval County, FL Shore Protection Project	na	10
3	St. Johns	St. Johns County, FL Shore Protection Project	St. Augustine Beach	2.5
4	Brevard	Brevard County, FL Shore Protection Project	North Reach	9.4
5	Brevard	Brevard County, FL Shore Protection Project	South Reach	3.4

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

1.4 Project Need or Opportunity.

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

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

1.5 Agency goal or Objective.

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

1.6 Related Documents.

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

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

1.7 Decisions to be Made

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

1.8 Scoping and Issues.

1.8.1 Issues Evaluated.

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

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

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

1.8.2 Public Interest Factors.

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

1.9 Permits, Licenses, and Entitlements.

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

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

2 ALTERNATIVES.

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

2.1 Description of Alternatives.

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

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

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

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

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

2.1.1 No-action Alternative (Status Quo).

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

2.1.2 Action Alternatives.

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

Recommended alternatives considered to increase project resilience include:

Alternative 1: Dune Construction with Vegetation

Alternative 2: Vegetation Only

Alternative 3: Sand Fencing

Alternative 4: Pedestrian Access Modifications

Alternative 5: Vehicle Access Modifications

Alternative 6: Outfall Pipe Modification

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

2.2 Issues and Basis for Choice.

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

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

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

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

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

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

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

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

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

2.3 Project-specific Design Considerations.

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

Table 1. Nassau County SPP – Alternatives.

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

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

Table 2. Duval County SPP -- Alternatives.

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

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

Table 3 St. Johns County SPP – Alternatives.

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

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

Table 4. Brevard County North Reach SPP – Alternatives.

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

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

Table 5. Brevard County South Reach SPP – Alternatives

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

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

2.4 Preferred Alternatives.

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

2.4.1 Nassau County Preferred Alternatives.

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

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

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

Table 6. Nassau County Summary of Recommended Design Changes.

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

2.4.2 Duval County Preferred Alternatives.

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

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

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

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

Table 7. Duval County Summary of Recommended Design Changes.

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

2.4.3 St. Johns County Preferred Alternatives.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Table 10. Summary of Direct and Indirect Impacts.

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

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

Alternative Environmental Factor	No Action* (Status Quo)	Alternative 1: Dune Construction with Vegetation	Alternative 2: Vegetation Only	Alternative 3: Sand Fencing	Alternative 4: Pedestrian Access Modifications	Alternative 5: Vehicle Access Modifications	Alternative 6: Outfall Pipe Modification
PIPING PLOVER	There would be less habitat for piping plovers if the proposed dune system were not constructed or modified.	Construction activities related to this alternative may affect, but are not likely to adversely affect the plover. Work would be performed in compliance with the terms and conditions of the applicable biological, e.g. the Programmatic Piping Plover Biological Opinion (2013) and FDEP Joint Coastal permit requirements.	There would be minimal impact to piping plover planting vegetation in already constructed dunes. Work would be performed in compliance with the terms and conditions of the applicable biological, e.g. the Programmatic Piping Plover Biological Opinion (2013) and FDEP Joint Coastal permit requirements.	Impacts to piping plover will be minimal as a result of the installation of sand fencing to help support sand dune growth by trapping and collecting wind-driven sand. Work would be performed in compliance with the terms and conditions of the applicable biological, e.g. the Programmatic Piping Plover Biological Opinion (2013) and FDEP Joint Coastal permit requirements.	Pedestrian access modification activities related to this alternative may affect, but are not likely to adversely affect the plover. Work would be performed in compliance with the terms and conditions of the applicable biological, e.g. the Programmatic Piping Plover Biological Opinion (2013) and FDEP Joint Coastal permit requirements.	Impacts to piping plover as a result of vehicle access modifications will be minimal. Usage of these vehicle access points will be limited to those agencies that need access to the beach area (i.e. public works). Work would be performed in compliance with the terms and conditions of the applicable biological, e.g. the Programmatic Piping Plover Biological Opinion (2013) and FDEP Joint Coastal permit requirements.	Impacts to piping plover as a result of storm water outfall pipe modifications would include a minor increase in beach habitat and would reduce erosion. Work would be performed in compliance with the terms and conditions of the applicable biological, e.g. the Programmatic Piping Plover Biological Opinion (2013) and FDEP Joint Coastal permit requirements.
RED KNOT	There would be less habitat for red knots if the proposed dune system were not constructed or modified.	Construction activities related to this alternative may affect, but are not likely to adversely affect the red knot. Use of offshore sand or an upland sand source would result in similar effects, i.e. potential temporary disturbance and alteration of the beach face (foraging habitat). Work would be performed in compliance with the terms and conditions of the applicable biological, e.g. the Programmatic Piping Plover Biological Opinion (2013) and FDEP Joint Coastal permit requirements.	There would be minimal impact to piping plover planting vegetation in already constructed dunes. Work would be performed in compliance with the terms and conditions of the applicable biological, e.g. the Programmatic Piping Plover Biological Opinion (2013) and FDEP Joint Coastal permit requirements.	Impacts to red knot will be minimal as a result of the installation of sand fencing to help support sand dune growth by trapping and collecting wind-driven sand. Work would be performed in compliance with the terms and conditions of the applicable biological, e.g. the Programmatic Piping Plover Biological Opinion (2013) and FDEP Joint Coastal permit requirements.	Pedestrian access modification activities related to this alternative may affect, but are not likely to adversely affect the red knot. Work would be performed in compliance with the terms and conditions of the applicable biological, e.g. the Programmatic Piping Plover Biological Opinion (2013) and FDEP Joint Coastal permit requirements.	Impacts to piping plover as a result of vehicle access modifications will be minimal. Usage of these vehicle access points will be limited to those agencies that need access to the beach area (i.e. public works). Work would be performed in compliance with the terms and conditions of the applicable biological, e.g. the Programmatic Piping Plover Biological Opinion (2013) and FDEP Joint Coastal permit requirements.	Impacts to piping plover as a result of storm water outfall pipe modifications would include a minor increase in beach habitat and would reduce erosion. Work would be performed in compliance with the terms and conditions of the applicable biological, e.g. the Programmatic Piping Plover Biological Opinion (2013) and FDEP Joint Coastal permit requirements.

Alternative Environmental Factor	No Action* (Status Quo)	Alternative 1: Dune Construction with Vegetation	Alternative 2: Vegetation Only	Alternative 3: Sand Fencing	Alternative 4: Pedestrian Access Modifications	Alternative 5: Vehicle Access Modifications	Alternative 6: Outfall Pipe Modification
ANASTASIA BEACH MOUSE	There would be less habitat for the beach mouse if the proposed dune system were not constructed or modified.	Construction activities related to this alternative may affect, but are not likely to adversely affect the Anastasia Beach Mouse found in St. Johns County. There is no effect to the beach mouse from action alternatives proposed in other Counties. Dune construction in St. Johns County would only occur in areas where dunes do not currently exist or if existing dunes were significantly damaged or altered. Work would be performed in compliance with the terms and conditions of the applicable biological opinion, e.g. Statewide Programmatic Biological Opinion (2015) and FDEP Joint Coastal permit requirements including sand quality.	Vegetation planting activities related to this alternative may affect, but are not likely to adversely affect the Anastasia Beach Mouse found in St. Johns County. There is no effect to the beach mouse from action alternatives proposed in other Counties. Vegetation of the dunes in St. Johns County would only occur in areas where dunes do not currently exist or if existing dunes were significantly damaged or altered. Work would be performed in compliance with the terms and conditions of the applicable biological opinion, e.g. Statewide Programmatic Biological Opinion (2015) and FDEP Joint Coastal permit requirements including sand quality.	Sand fencing activities related to this alternative may affect, but are not likely to adversely affect the Anastasia Beach Mouse found in St. Johns County. There is no effect to the beach mouse from action alternatives proposed in other Counties. Work would be performed in compliance with the terms and conditions of the applicable biological opinion, e.g. Statewide Programmatic Biological Opinion (2015) and FDEP Joint Coastal permit requirements including sand quality.	Pedestrian access modification activities related to this alternative may affect, but are not likely to adversely affect the Anastasia Beach Mouse found in St. Johns County. There is no effect to the beach mouse from action alternatives proposed in other Counties. Work would be performed in compliance with the terms and conditions of the applicable biological opinion, e.g. Statewide Programmatic Biological Opinion (2015) and FDEP Joint Coastal permit requirements including sand quality.	Vehicle access modification activities related to this alternative may affect, but are not likely to adversely affect the Anastasia Beach Mouse found in St. Johns County. There is no effect to the beach mouse from action alternatives proposed in other Counties. Work would be performed in compliance with the terms and conditions of the applicable biological opinion, e.g. Statewide Programmatic Biological Opinion (2015) and FDEP Joint Coastal permit requirements including sand quality.	Outfall pipe modification activities related to this alternative may affect, but are not likely to adversely affect the Anastasia Beach Mouse found in St. Johns County. There is no effect to the beach mouse from action alternatives proposed in other Counties. Work would be performed in compliance with the terms and conditions of the applicable biological opinion, e.g. Statewide Programmatic Biological Opinion (2015) and FDEP Joint Coastal permit requirements including sand quality.
GOPHER TORTOISE	There would be less habitat for gopher tortoises if the proposed dune system were not constructed or modified.	No effect. Gopher tortoises shall be avoided within the dune habitat.	No effect. Gopher tortoises shall be avoided within the dune habitat.	No effect. Gopher tortoises shall be avoided within the dune habitat.	No effect. Gopher tortoises shall be avoided within the dune habitat.	No effect. Gopher tortoises shall be avoided within the dune habitat.	No effect. Gopher tortoises shall be avoided within the dune habitat.

Alternative Environmental Factor	No Action* (Status Quo)	Alternative 1: Dune Construction with Vegetation	Alternative 2: Vegetation Only	Alternative 3: Sand Fencing	Alternative 4: Pedestrian Access Modifications	Alternative 5: Vehicle Access Modifications	Alternative 6: Outfall Pipe Modification
MIGRATORY BIRDS	There would be less habitat for migratory birds if the proposed dune system were not constructed or modified.	Minor short-term effect. Standard migratory bird protection protocols will be incorporated into the project plans and specifications. The contractor will be required to abide by those protocols and all monitoring timeframes as specified by all applicable licenses and permits.	Minor short-term effect. Standard migratory bird protection protocols will be incorporated into the project plans and specifications. The contractor will be required to abide by those protocols and all monitoring timeframes as specified by all applicable licenses and permits.	Minor short-term effect. Standard migratory bird protection protocols will be incorporated into the project plans and specifications. The contractor will be required to abide by those protocols and all monitoring timeframes as specified by all applicable licenses and permits.	Minor short-term effect. Standard migratory bird protection protocols will be incorporated into the project plans and specifications. The contractor will be required to abide by those protocols and all monitoring timeframes as specified by all applicable licenses and permits.	Minor short-term effect. Standard migratory bird protection protocols will be incorporated into the project plans and specifications. The contractor will be required to abide by those protocols and all monitoring timeframes as specified by all applicable licenses and permits.	Minor short-term effect. Standard migratory bird protection protocols will be incorporated into the project plans and specifications. The contractor will be required to abide by those protocols and all monitoring timeframes as specified by all applicable licenses and permits.
OTHER WILDLIFE RESOURCES	There would be less habitat for other wildlife resources if the proposed dune system were not constructed or modified.	Minor and short-term effect to other wildlife resources such as macro invertebrates.	Minor and short-term effect to other wildlife resources such as macro invertebrates.	Minor and short-term effect to other wildlife resources such as macro invertebrates.	Minor and short-term effect to other wildlife resources such as macro invertebrates.	Minor and short-term effect to other wildlife resources such as macro invertebrates.	Minor and short-term effect to other wildlife resources such as macro invertebrates.
CULTURAL, HISTORIC, AND ARCHAEOLOGICAL RESOURCES	There would be no effect to cultural, historic, and archaeological resources if the proposed dune system were not constructed.	The dunes afford protection to coastal cultural, historic, and archaeological resources. Sand sources will require survey to ensure no impacts to historic properties.	The accretion and stabilization of dunes through vegetation will protect coastal cultural, historic, and archaeological resources.	The accretion and stabilization of dunes using sand fencing afford protection to coastal cultural, historic, and archaeological resources.	The modification of pedestrian access locations will afford protection to coastal cultural, historic, and archaeological resources by reducing erosion	The stabilization of the dunes through modifying the vehicle access points will afford protection to coastal cultural, historic, and archaeological resources by limiting erosion.	The modification of pipe outfalls will potentially lead to less erosion of the coast, protecting to coastal cultural, historic, and archaeological resources.
WATER QUALITY	There would be no effect to water quality if the proposed dune system were not constructed.	Activities related to this alternative would be required to meet State (acceptance) criteria. All work would be consulted with FDEP and be in compliance with any applicable permits.	Activities related to this alternative would be required to meet State (acceptance) criteria. All work would be consulted with FDEP and be in compliance with any applicable permits.	Activities related to this alternative would be required to meet State (acceptance) criteria. All work would be consulted with FDEP and be in compliance with any applicable permits.	Activities related to this alternative would be required to meet State (acceptance) criteria. All work would be consulted with FDEP and be in compliance with any applicable permits.	Activities related to this alternative would be required to meet State (acceptance) criteria. All work would be consulted with FDEP and be in compliance with any applicable permits.	Activities related to this alternative would be required to meet State (acceptance) criteria. All work would be consulted with FDEP and be in compliance with any applicable permits.

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

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

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

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

3 AFFECTED ENVIRONMENT.

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

3.1 General Physical Features.

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

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

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

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

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

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

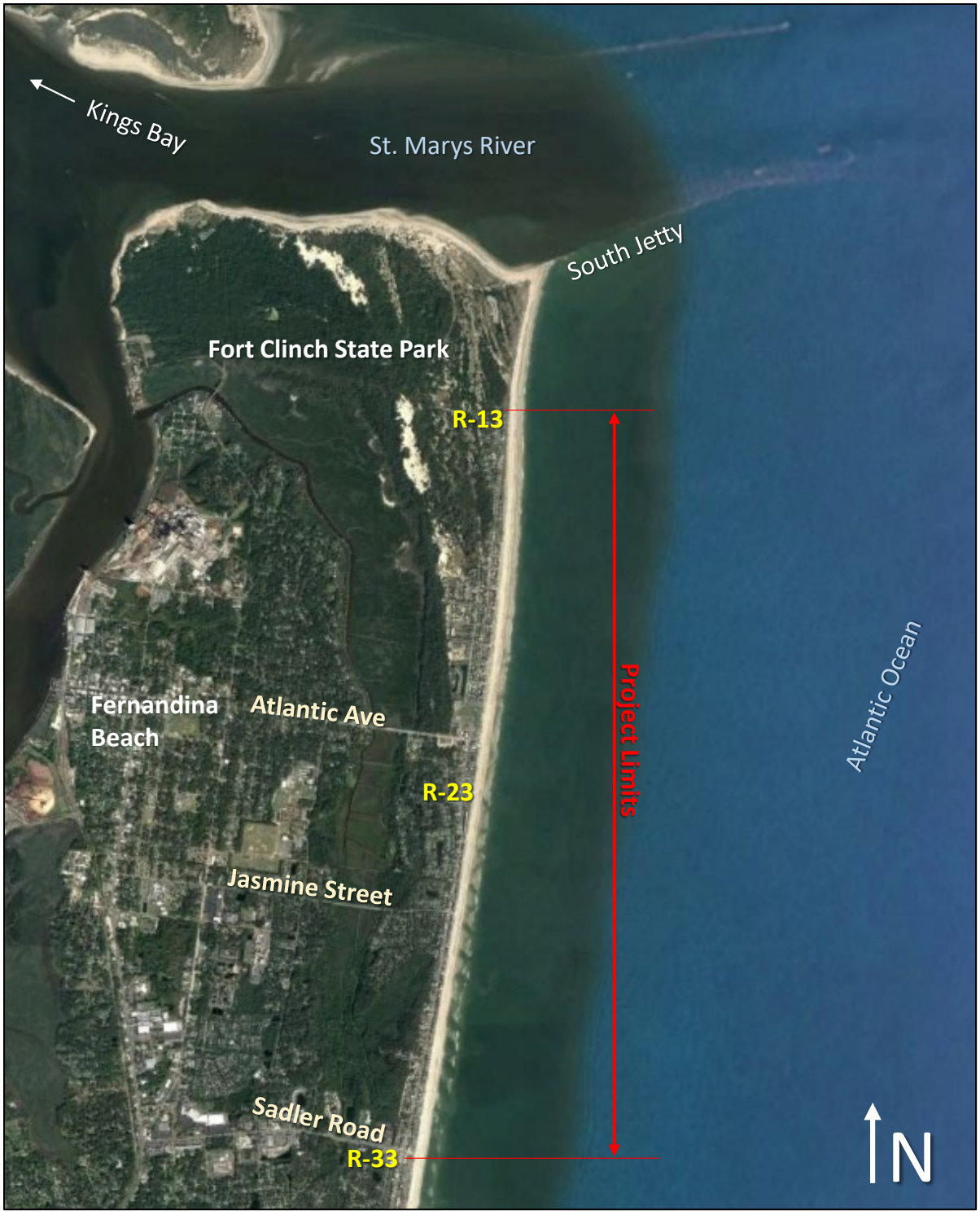


Figure 2. Location Map for Nassau County SPP.

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

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

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

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

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

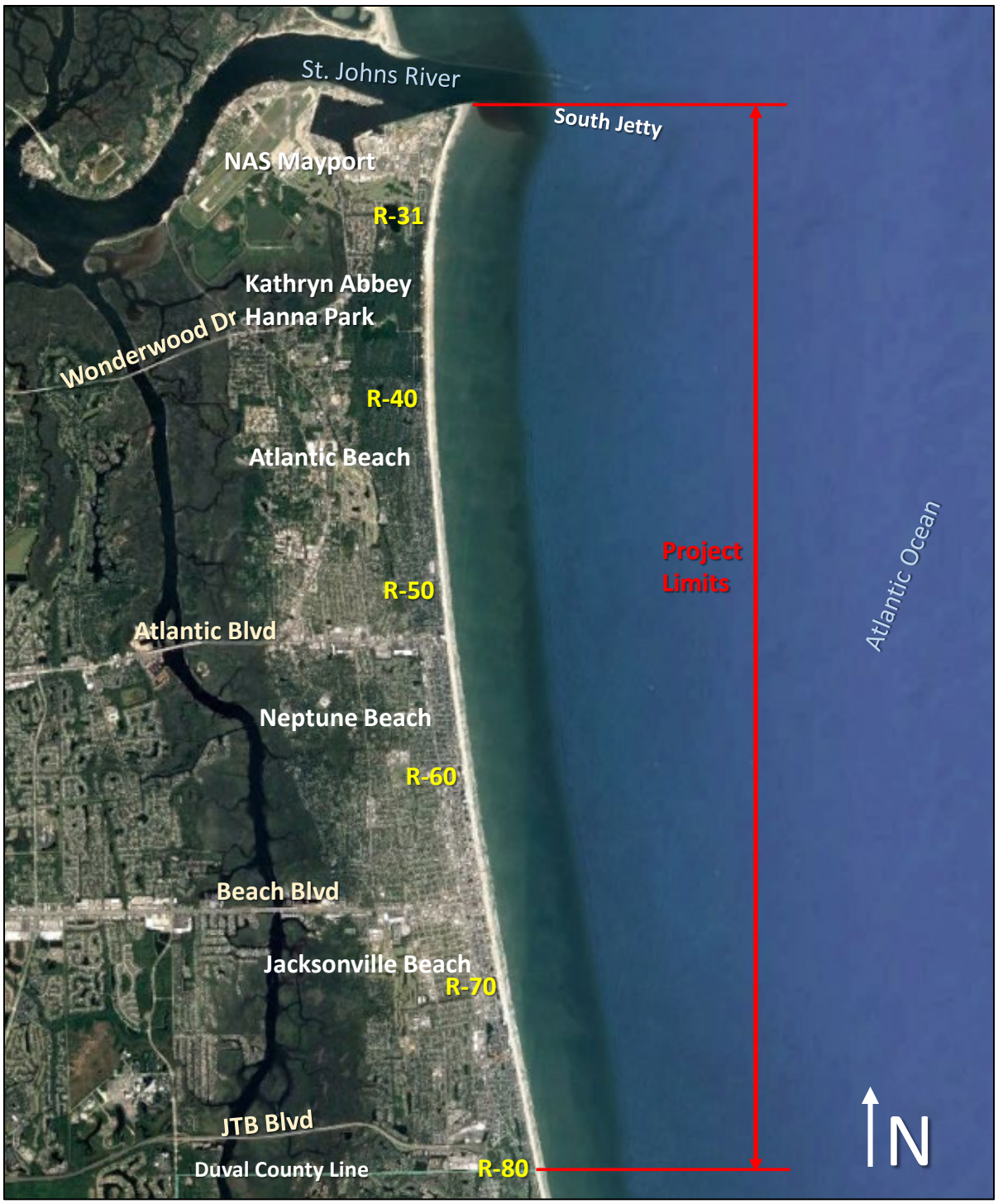


Figure 3. Location Map for Duval County SPP.

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

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

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

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

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

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

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

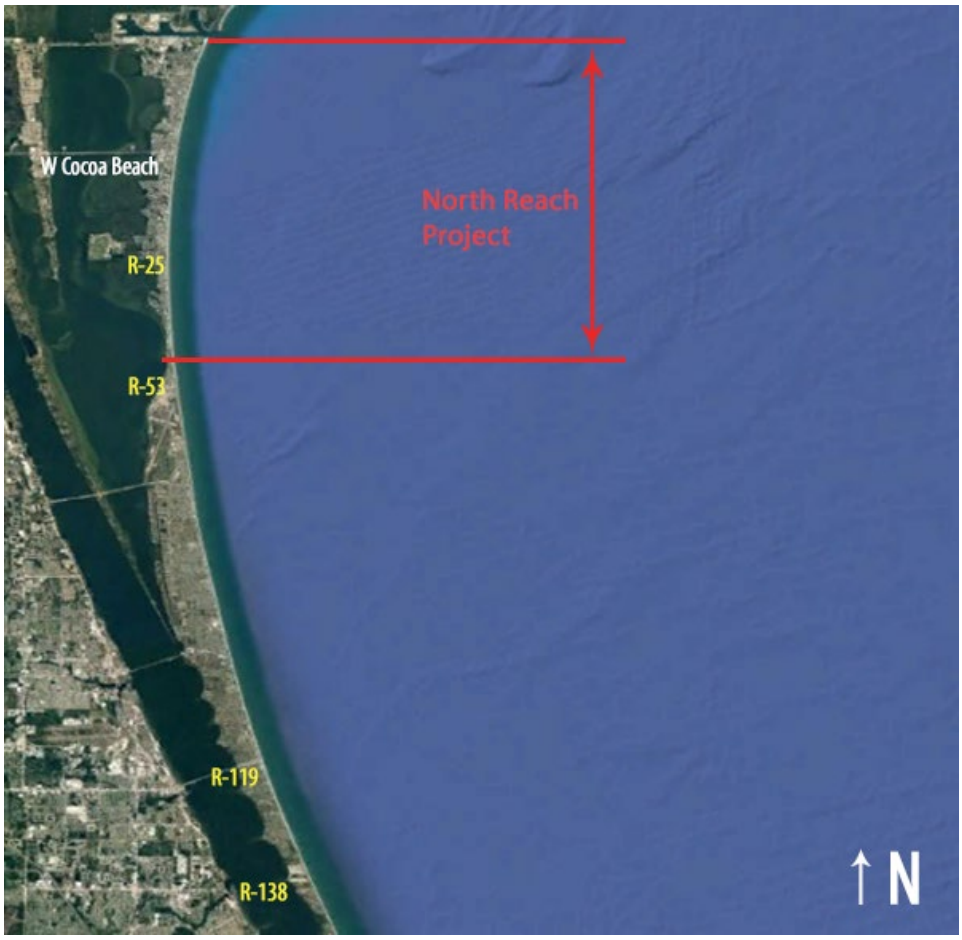


Figure 5. Location Map for Brevard County, North Reach, SPP.

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

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

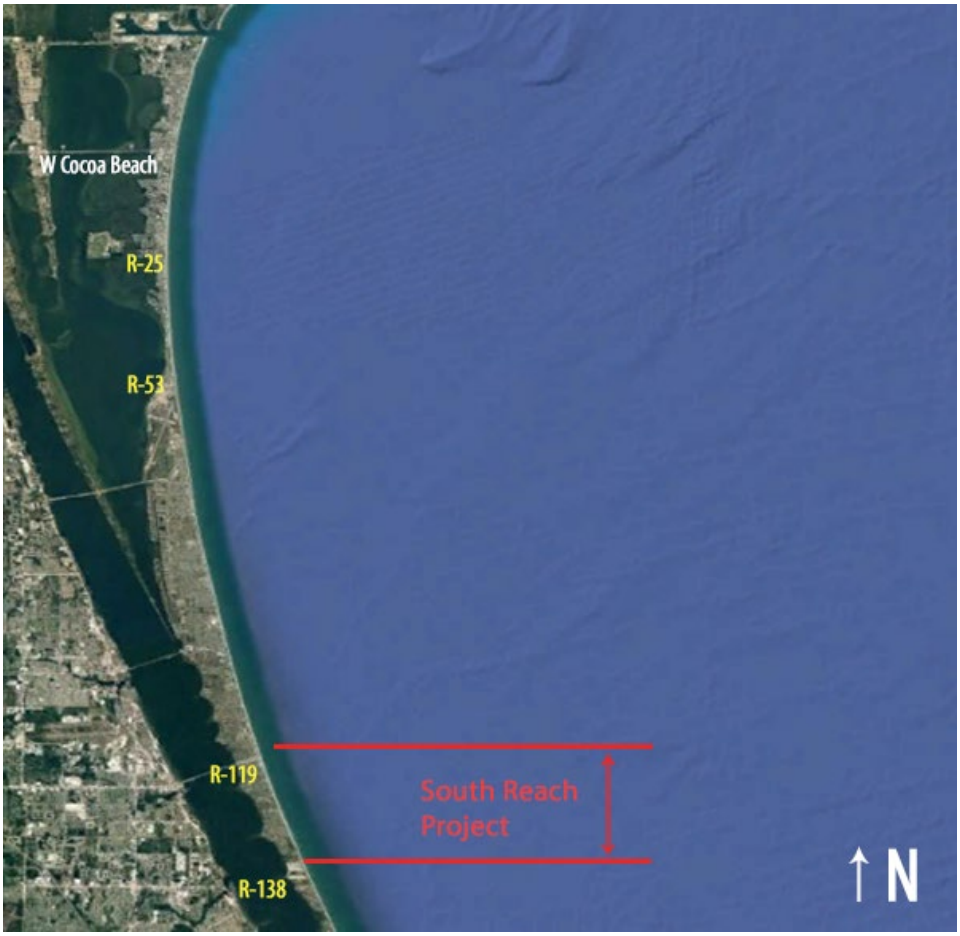


Figure 6. Location Map for Brevard County, South Reach, SPP.

3.2 Dune Vegetation.

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

Figure 7. Dune Vegetation.

Figure 8. Dune Vegetation.

3.3 Native Beach Sediment Composition.

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

3.4 Threatened and Endangered Species.

3.4.1 Nesting Sea Turtles.

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

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

Species are listed in order of relative abundance.

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

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

3.4.2 Piping plover.

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

3.4.3 Red Knot.

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

3.4.4 Beach Mouse.

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

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

3.4.5 Gopher Tortoise.

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

3.5 Migratory Birds.

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

3.6 Other Wildlife Resources.

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

3.7 Cultural, Historic, and Archaeological resources.

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

3.8 Water Quality.

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

3.9 Aesthetic Resources.

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

3.10 Recreation Resources.

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

3.11 Hazardous, Toxic, and Radioactive Waste.

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

3.12 Air Quality.

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

3.13 Noise.

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

3.14 Energy Requirements and Conservation.

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

3.15 Natural or Depletable Resources.

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

3.16 Native Americans.

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

3.17 Reuse and Conservation Potential.

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

4 ENVIRONMENTAL EFFECTS.

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

4.1 General Environmental Effects.

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

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

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

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

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

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

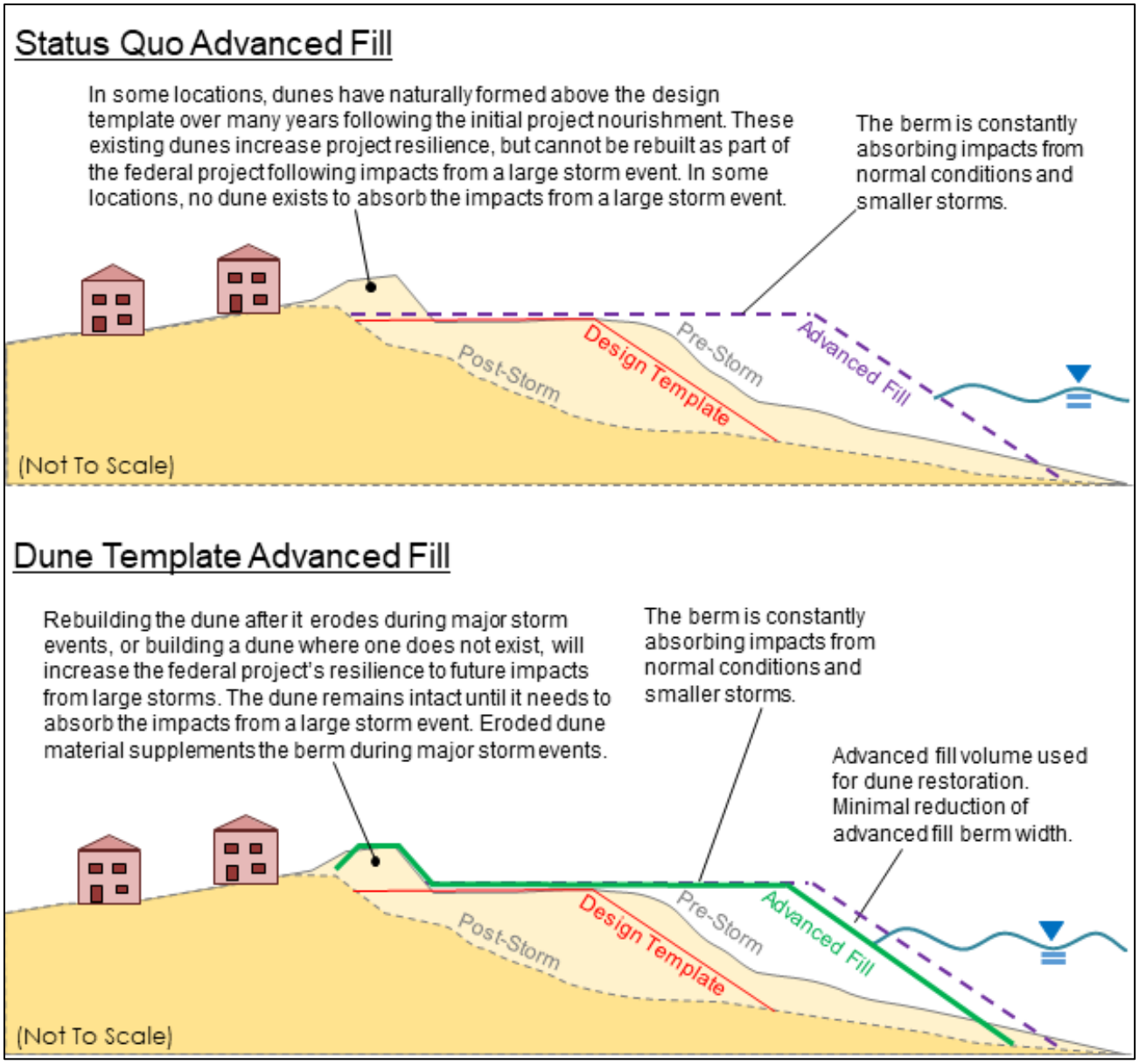


Figure 9. Adapted Advanced Fill Nourishment Template to include a Dune.

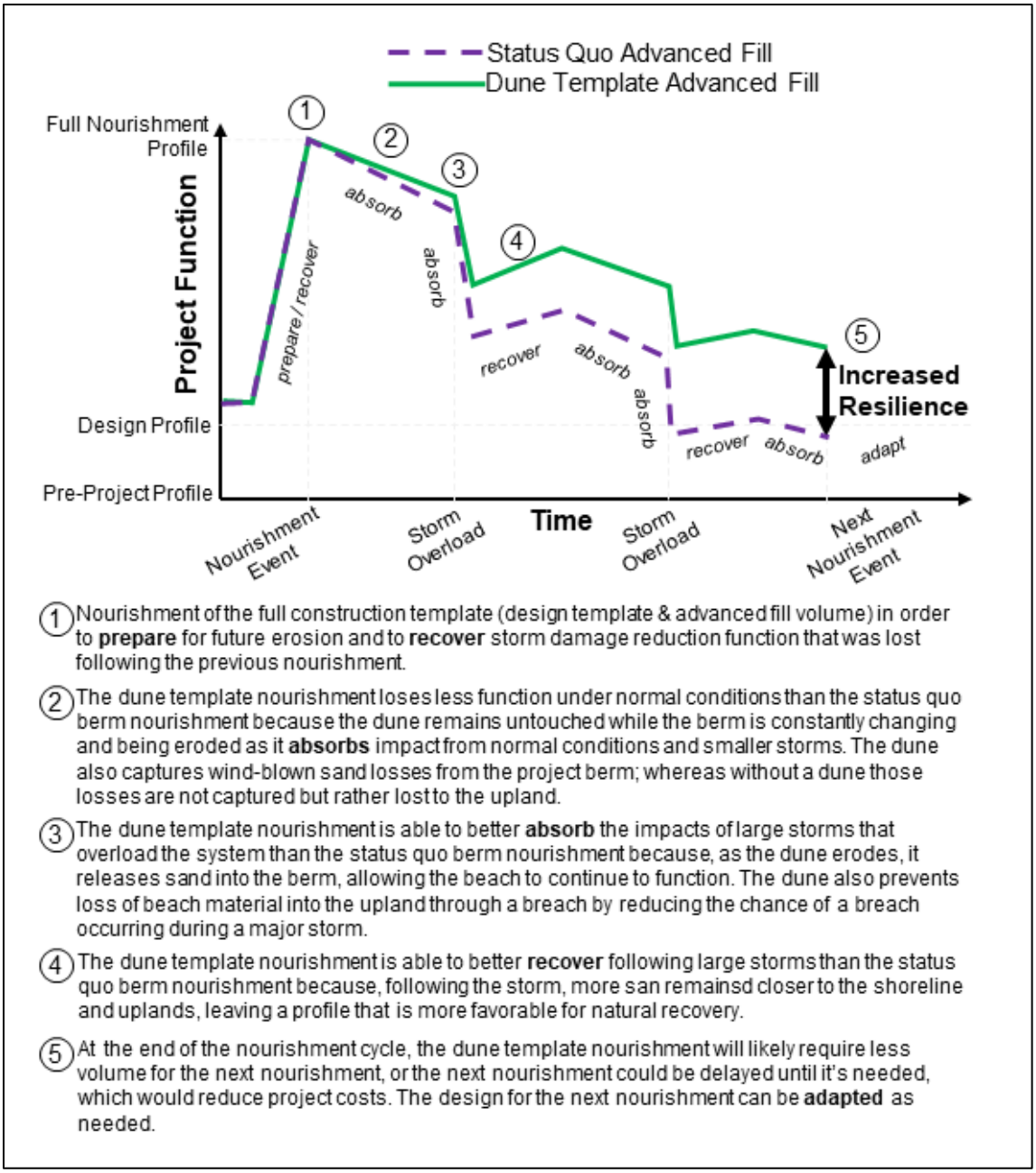


Figure 10. Resilience Profile Demonstrating How a Dune Contributes to Increased Resilience.

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

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

4.1.1 Alternative 1: Dune Construction with Vegetation.

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

4.1.2 Alternative 2: Vegetation Only.

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

4.1.3 Alternative 3: Sand Fencing.

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

4.1.4 Alternative 4: Pedestrian Access Modifications.

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

4.1.5 Alternative 5: Vehicle Access Modifications.

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

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

4.1.6 Alternative 6: Outfall Pipe Modifications.

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

4.1.7 No-action Alternative (Status Quo).

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

4.2 Dune Vegetation.

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

4.2.1 Alternative 1: Dune Construction with Vegetation.

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

4.2.2 Alternative 2: Vegetation Only.

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

4.2.3 Alternative 3: Sand Fencing.

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

4.2.4 Alternative 4: Pedestrian Access Modifications.

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

4.2.5 Alternative 5: Vehicle Access Modifications.

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

4.2.6 Alternative 6: Outfall Pipe Modifications.

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

4.2.7 No-action Alternative (Status Quo).

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

4.3 Threatened and Endangered Species.

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

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

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

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

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

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

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

4.3.2 Alternative 1: Dune Construction with Vegetation.

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

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

4.3.3 Alternative 2: Vegetation Only.

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

4.3.4 Alternative 3: Sand Fencing.

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

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

4.3.5 Alternative 4: Pedestrian Access Modifications.

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

4.3.6 Alternative 5: Vehicle Access Modifications.

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

4.3.7 Alternative 6: Outfall Pipe Modifications.

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

4.3.8 No-action Alternative (Status Quo).

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

4.4 Migratory Birds.

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

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

4.4.1 Alternative 1: Dune Construction with Vegetation.

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

4.4.2 Alternative 2: Vegetation Only.

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

4.4.3 Alternative 3: Sand Fencing.

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

4.4.4 Alternative 4: Pedestrian Access Modifications.

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

4.4.5 Alternative 5: Vehicle Access Modifications.

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

4.4.6 Alternative 6: Outfall Pipe Modifications.

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

4.4.7 No-action Alternative (Status Quo).

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

4.5 Other Wildlife Resources.

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

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

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

4.5.1 Alternative 1: Dune Construction with Vegetation.

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

4.5.2 Alternative 2: Vegetation Only.

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

4.5.3 Alternative 3: Sand Fencing.

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

4.5.4 Alternative 4: Pedestrian Access Modifications.

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

4.5.5 Alternative 5: Vehicle Access Modifications.

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

4.5.6 Alternative 6: Outfall Pipe Modifications.

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

4.5.7 No-action Alternative (Status Quo).

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

4.6 Cultural, Historic, and Archaeological Resources.

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

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

4.6.1 Alternative 1: Dune Construction with Vegetation.

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

4.6.2 Alternative 2: Vegetation Only.

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

4.6.3 Alternative 3: Sand Fencing.

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

4.6.4 Alternative 4: Pedestrian Access Modifications.

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

4.6.5 Alternative 5: Vehicle Access Modifications.

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

4.6.6 Alternative 6: Outfall Pipe Modifications.

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

4.6.7 No-action Alternative (Status Quo).

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

4.7 Water Quality.

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

4.7.1 Alternative 1: Dune Construction with Vegetation.

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

4.7.2 Alternative 2: Vegetation Only.

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

4.7.3 Alternative 3: Sand Fencing.

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

4.7.4 Alternative 4: Pedestrian Access Modifications.

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

4.7.5 Alternative 5: Vehicle Access Modifications.

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

4.7.6 Alternative 6: Outfall Pipe Modifications.

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

4.7.7 No-action Alternative (Status Quo).

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

4.8 Aesthetic Resources.

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

4.8.1 Alternative 1: Dune Construction with Vegetation.

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

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

4.8.2 Alternative 2: Vegetation Only.

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

4.8.3 Alternative 3: Sand Fencing.

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

4.8.4 Alternative 4: Pedestrian Access Modifications.

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

4.8.5 Alternative 5: Vehicle Access Modifications.

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

4.8.6 Alternative 6: Outfall Pipe Modifications.

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

4.8.7 No-action Alternative (Status Quo).

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

4.9 Recreation Resources.

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

4.9.1 Alternative 1: Dune Construction with Vegetation.

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

4.9.2 Alternative 2: Vegetation Only.

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

4.9.3 Alternative 3: Sand Fencing.

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

4.9.4 Alternative 4: Pedestrian Access Modifications.

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

4.9.5 Alternative 5: Vehicle Access Modifications.

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

4.9.6 Alternative 6: Outfall Pipe Modifications.

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

4.9.7 No-action Alternative (Status Quo).

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

4.10 Hazardous, Toxic, and Radioactive Waste.

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

4.10.1 Alternative 1: Dune Construction with Vegetation.

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

4.10.2 Alternative 2: Vegetation Only.

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

4.10.3 Alternative 3: Sand Fencing.

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

4.10.4 Alternative 4: Pedestrian Access Modifications.

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

4.10.5 Alternative 5: Vehicle Access Modifications.

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

4.10.6 Alternative 6: Outfall Pipe Modifications.

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

4.10.7 No-action Alternative (Status Quo).

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

4.11 Air Quality.

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

4.11.1 Alternative 1: Dune Construction with Vegetation.

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

4.11.2 Alternative 2: Vegetation Only.

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

4.11.3 Alternative 3: Sand Fencing.

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

4.11.4 Alternative 4: Pedestrian Access Modifications.

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

4.11.5 Alternative 5: Vehicle Access Modifications.

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

4.11.6 Alternative 6: Outfall Pipe Modifications.

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

4.11.7 No-action Alternative (Status Quo).

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

4.12 Noise.

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

4.12.1 Alternative 1: Dune Construction with Vegetation.

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

4.12.2 Alternative 2: Vegetation Only.

Planting of vegetation would not impact noise levels.

4.12.3 Alternative 3: Sand Fencing.

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

4.12.4 Alternative 4: Pedestrian Access Modifications.

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

4.12.5 Alternative 5: Vehicle Access Modifications.

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

4.12.6 Alternative 6: Outfall Pipe Modifications.

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

4.12.7 No-action Alternative (Status Quo).

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

4.13 Energy Requirements and Conservation.

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

4.13.1 Alternative 1: Dune Construction with Vegetation.

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

4.13.2 Alternative 2: Vegetation Only.

Planting the vegetation would not impact energy requirements and conservation.

4.13.3 Alternative 3: Sand Fencing.

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

4.13.4 Alternative 4: Pedestrian Access Modifications.

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

4.13.5 Alternative 5: Vehicle Access Modifications.

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

4.13.6 Alternative 6: Outfall Pipe Modifications.

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

4.13.7 No-action Alternative (Status Quo).

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

4.14 Natural or Depletable Resources

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

4.14.1 Alternative 1: Dune Construction with Vegetation.

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

4.14.2 Alternative 2: Vegetation Only.

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

4.14.3 Alternative 3: Sand Fencing.

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

4.14.4 Alternative 4: Pedestrian Access Modifications.

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

4.14.5 Alternative 5: Vehicle Access Modifications.

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

4.14.6 Alternative 6: Outfall Pipe Modifications.

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

4.14.7 No-action Alternative (Status Quo).

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

4.15 Native Americans

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

4.15.1 Alternative 1: Dune Construction with Vegetation.

This alternative will not affect lands belonging to Native Americans.

4.15.2 Alternative 2: Vegetation Only.

This alternative will not affect lands belonging to Native Americans.

4.15.3 Alternative 3: Sand Fencing.

This alternative will not affect lands belonging to Native Americans.

4.15.4 Alternative 4: Pedestrian Access Modifications.

This alternative will not affect lands belonging to Native Americans.

4.15.5 Alternative 5: Vehicle Access Modifications.

This alternative will not affect lands belonging to Native Americans.

4.15.6 Alternative 6: Outfall Pipe Modifications.

This alternative will not affect lands belonging to Native Americans.

4.15.7 No-Action Alternative (Status Quo).

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

4.16 Reuse and Conservation Potential.

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

4.16.1 No-action Alternative (Status Quo).

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

4.17 Cumulative Impacts.

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

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

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Table 12. Summary of Cumulative Impacts.

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

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

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

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

4.18 Irreversible and Irretrievable Commitment of Resources.

4.18.1 Irreversible Commitment.

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

4.18.2 Irretrievable Commitment.

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

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

4.19 Unavoidable Adverse Environmental Effects.

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

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

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

4.21 Indirect Effects.

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

4.22 Compatibility with Federal, State, and Local Objectives.

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

4.23 Conflicts and Controversy.

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

4.24 Uncertain, Unique, or Unknown Risks.

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

4.25 Precedent and Principle for Future Actions.

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

4.26 Environmental Commitments.

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

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

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

4.27 Compliance with Environmental Requirements.

4.27.1 National Environmental Policy Act of 1969.

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

4.27.2 Endangered Species Act of 1973.

The proposed work would be performed in accordance with the USFWS Statewide Programmatic Biological Opinion (2015) and the USFWS Programmatic Piping Plover Biological Opinion P^3BO (2013). A consultation letter will be sent to the USFWS with this SEA to document determination of effect and use of the SPBO and P^3BO. This project shall be fully coordinated under the Endangered Species Act and is therefore, in full compliance with the Act.

4.27.3 Fish and Wildlife Coordination Act of 1958.

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

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

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

4.27.5 Clean Water Act of 1972.

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

4.27.6 Clean Air Act of 1972.

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

4.27.7 Coastal Zone Management Act of 1972.

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

4.27.8 Farmland Protection Policy Act of 1981.

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

4.27.9 Wild and Scenic River Act of 1968.

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

4.27.10 Marine Mammal Protection Act of 1972

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

4.27.11 Estuary Protection Act of 1968.

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

4.27.12 Federal Water Project Recreation Act.

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

4.27.13 Submerged Lands Act of 1953.

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

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

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

4.27.15 Rivers and Harbors Act of 1899.

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

4.27.16 Anadromous Fish Conservation Act.

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

4.27.17 Migratory Bird Treaty Act and Migratory Bird Conservation Act.

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

4.27.18 Marine Protection, Research, and Sanctuaries Act.

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

4.27.19 Magnuson-Stevens Fishery Conservation and Management Act.

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

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

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

4.27.21 E.O. 11990, Protection of Wetlands.

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

4.27.22 E.O. 11988, Flood Plain Management.

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

4.27.23 E.O. 12898, Environmental Justice.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4.27.24 E.O. 13089, Coral Reef Protection.

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

4.27.25 E.O. 13112, Invasive Species.

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

4.27.26 E.O. 13186, Migratory Birds.

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

5 LIST OF PREPARERS AND REVIEWERS.

5.1 Preparers.

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

5.2 Reviewers.

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

6 PUBLIC INVOLVEMENT.

6.1 Scoping and Draft SEA.

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

6.2 Agency Coordination.

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

6.3 Comments Received and Response.

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

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APPENDIX A - COASTAL ZONE MANAGEMENT CONSISTENCY

FLORIDA COASTAL ZONE MANAGEMENT PROGRAM

FEDERAL CONSISTENCY EVALUATION PROCEDURES

DUNE RESILIENCY EVALUATION

SHORE PROTECTION PROJECTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

APPENDIX B - PERTINENT PUBLIC CORRESPONDENCE AND AGENCY DOCUMENTS

Agency Scoping Letter and Comment Response Matrix

Table 15. Dune Scoping Letter – December 03, 2018

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

COMMENTER	AGENCY COMMENT	CORPS RESPONSE
	Attachment (Letter 1): Re: Incorporation of Dunes to Duval County Federal Shore Protection Project Dear Ms. Dauberman: The following responds to the District's scoping letter dated December 3, 2018 in regard to the evaluation of sand dunes in existing Federal Shore protection projects. The City of Jacksonville, as the non-Federal sponsor of the Duval County, FL Federal Shore Protection Project, supports the adoption of dune restoration and maintenance within the cost-shared Federal project. As you are aware, a dune element is already included within the Duval County project through Section 934 Study Re-Evaluation Report with Environmental Assessment (October 1990). However, the ASA approval of that study, dated February3, 1992, stated that operation, maintenance, repair and rehabilitation of sand fencing and grassing (i.e., "dunes") will be a non-Federal responsibility. As such, the City of Jacksonville has restored and maintained the sand dune along the Federal shore protection project at 100% non-Federal cost, with some of the work being conducted through Corps' contracts on behalf of the City with City funds. Most recently, this includes repair of the dunes after sever erosion damage by Hurricane Matthew in 2016 and Hurricane Irma in 2017. The value of the dunes for flood risk reduction and shore protection is indisputable. The robust sand dunes along the Duval County shore protection project, constructed from the early 1990's, clearly prevented wide scale flooding of the Jacksonville Beaches from Hurricane Matthew in 2016. In those locations where the dune was compromised or missing (such as street-end vehicle access paths), inland flooding, over wash and inundation along several city blocks was observed. Otherwise, the vegetated sand dunes – though severely eroded by the storm – prevented shorefront flooding, despite complete over wash of the beach berm. As a result, the Jacksonville Beaches were nearly fully functional within a day after the storm. Furthermore, the rapid repair of the dunes, completed within just 9 months after Hurricane Matthew – proved its value by again preventing upland flooding and shorefront damage from Hurricane Irma, one year after Matthew. While Matthew and Irma were of similar intensity, upland	

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Table 16. Public Scoping Comment Response Matrix.

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

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

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

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

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

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

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

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

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

Appendix C - Recommended Plans

INDEX

—A—

Aesthetic resources, 35

Affected environment
- general physical features, 6

Affected Environment, 6

Air quality, 19, 39
- Clean Air Act, 54
- comparision of alternatives, 4
- issues evaluated, 10
- summary of cumulative impacts, 49

Alternatives, 6
- Action Alternatives, 12, 13
- basis for comparison, 21
- issues and basis for choice, 13
- No-action Alternative, 12, 13, 6
- Preferred Alternatives, 9, 12, 20
  - Brevard County, 24
  - Duval County, 21
  - Nassau County, 20
  - St. Johns County, 22
- recommended alternatives, 13

—C—

Clean Air Act. *See* Air quality

Clean Water Act. *See* Water quality

Coastal Barrier Resources Act, 55

Cumulative impact, 45

—E—

Energy requirements and conservation, 42

Environmental effects, 21

Environmental justice, 56

—H—

Hazardous, toxic, and radioactive waste, 38
- comparison of alternatives, 4
- issues evaluated, 10
- known sources, 19
- summary of cumulative impacts, 49

—I—

Resources, 51

—N—

Native Americans, 19, 44

Native beach composition, 16

Natural or depletable resources, 43

Noise, 19, 41
- comparison of alternatives, 4

—O—

Other wildlife resources, 18, 31
- comparison of alternatives, 3
- issues evaluated, 10

—R—

Recreation resources, 37

Resources
- irretrievable commitment, 51

Reuse and conservation potential, 45

—T—

Threatened and endangered species, 27
- beach mouse, 17
- comparison of alternatives
  - Anastasia beach mouse, 2
  - gopher tortoise, 2
  - migratory birds, 3
  - piping plover, 1
  - red knot, 1
  - sea turtles, 0
- Endangered Species Act, 53
- gopher tortoise, 18
- migratory birds, 18, 30, 55
- piping plover, 17
- red knot, 17
- sea turtles, 16, 17
- summary of cumulative impacts, 48

—W—

Water quality
- Clean Water Act, 55

Water quality, 34
- certification, ii, 52, 54
- comparison of alternatives, 3
- issues evaluated, 10
- permit, 52
- standards, ii, 54
- summary of cumulative impacts, 48

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 8/16/2020

Submitted By: Nicole Bednar, Administrative Services Manager Date: December 04, 2019

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 8/16/2020

Submitted By: Nicole Bednar, Administrative Services Manager Date: January 21, 2020

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 8/16/2020

Submitted By: Nicole Bednar, Administrative Services Manager Date: June 16, 2020

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 8/16/2020

Submitted By: Nicole Bednar, Administrative Services Manager Date: July 16, 2020

COMMISSION ACTION:

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach

SUBJECT: Discussion
Legislative Priorities

ITEM TYPE: Discussion

REQUESTED ACTION:

SYNOPSIS: Each year the City must review and develop Legislative Priorities for consideration. Please find attached the 2020 Legislative Priorities (as formatted by the Northeast Florida Regional Council of Governments). Since the Northeast Florida Regional Council of Governments has requested the 2021 Legislative Priorities no later than Sep 25, the City Commission will formally consider its Legislative Priorities at the Sep 15 City Commission meeting.

FISCAL IMPACT:

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Dale L. Martin, City Manager 8/25/2020

Submitted By: Nicole Bednar, Administrative Services Manager Date: August 25, 2020

COMMISSION ACTION:

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2020 Legislative Priorities

"Bringing Communities Together"

2020 Northeast Florida Regional Council Legislative Priorities

Hon. John Drew*
Chair, NEFRC Legislative Committee Nassau County Tax Collector
904-491-7413
jdrew@nassautaxes.com

Hon. Sean Lynch
Duval County
Mayor of the Town of Baldwin
Mayor@baldwinfl.com

Darryl Register*
Baker County
Chamber of Commerce
904-259-6433
dregister@bakerchamerfl.com

Hon. Elaine Brown
Duval County
City of Neptune Beach
904-318-5904
ebrown@neptune-beach.com

Kelly Redford
Putnam County 386-326-3499
kellyra1986@yahoo.com

Hon. Roxanne Horvath*
St. Johns County
St. Augustine City Commissioner 904-825-1266
duoarch@comcast.net

**Indicates local FRCA representatives*

Committee Purpose:

"Work collectively and promote regionally."

Committee Philosophy:

This committee is guided by the Home Rule Philosophy to develop and implement community-based solutions.

Committee Responsibilities:
To serve as the forum for the Northeast Florida Regional Council Board of Directors to collect its local governments' Legislative priorities to promote a regional agenda.

2020 Northeast Florida Regional Council Legislative Priorities

Notes

Notes

2020 Northeast Florida Regional Council Legislative Priorities

The following Regional Legislative priorities were determined by a consensus of the Legislative Committee. The Committee was guided by the Home Rule philosophy to develop and implement community-based solutions.

Affordable Housing

- Support use of the Local Government Housing Trust Fund only for affordable housing programs and oppose an attempts to sweep the Trust Fund for other purposes.

Infrastructure Projects

Water & Wastewater Projects

- Expand the funding sources for water projects, including drainage and stormwater, to help communities replace aging infrastructure with more innovative systems to meet higher demands and improve resiliency.
- Provide funding or increase funding opportunities to eliminate septic systems to improve water quality, reduce environmental impacts and enhance local economic development efforts.

Transportation

- Support transportation funding for essential local government transportation projects and programs, including interchange improvements, expanded transit programs, and the small county road programs.

FUNDING FOR REPLACEMENT SANDERSON FIRE STATION

Background: As Baker County transitions from an all-volunteer fire department to hiring full-time firefighters, funding a replacement fire station is a financial problem for the County because of their age and outdated condition.

Requested Action: Funding is sought to construct one replacement fire station in the Sanderson area of Baker County.

Effect: The funding will assist the County to offset large capital outlays and help provide fire-rescue services to the western part of the County.

FUNDING FOR A MULTI-SPORT COMPLEX – Phase I

Background: St. Mary's Shoals Park is a 2,500+ acre park with lots of unused potential. Currently, it's used for ATVs horseback riding, hiking and biking, but could be enhanced to increase tourism and the local economy my offering a multi-sport complex, built in phases. Funding for Phase I is a financial problem for the County because of our limited funds.

Requested Action: Funding is sought to construct Phase I of a new multi-sports complex in St. Mary's Shoals Park that includes two general use grass fields for special events, airplane or drone flying, soccer, and football with restrooms, lighting and irrigation. The County will fund the engineering design cost.

Effect: Phase I for the St Mary Shoals Park Multi Sport Complex will enhance tourism for the entire county, help reduce youth drug usage by redirecting negative activities, and increase the health and wellbeing of its patrons. The funding will assist the County to offset the capital outlay and help provide much-needed recreational activities for the youth and adults of the County.

CONTINUE FUNDING SMALL COUNTY ROAD PROGRAMS

Background: The Small County Road Programs are critical to meeting Baker County's Transportation needs. The Small County Road Assistance Program (SCRAP), Small County Outreach Program (SCOP), Community Incentive Grant Program (CIGP) and the Transportation Regional Incentive Program (TRIP) provide necessary transportation funding for road Improvements.

Requested Action: Continued support and increase monies generated by statewide gas tax collections to the State Transportation Trust Fund to provide essential transportation programs such as (SCRAP), (SCOP), (CIGP) and (TRIP). Prohibit the creation of any legislation that would restrict these types of funds due to comprehensive plan amendments adopted by small counties.

Effect: Continuation of these vital programs will enable counties to make much needed road improvements, create jobs, correct environmental problems created by runoff, and stimulate the local economy.

FUNDING FOR HURRICANE PREPAREDNESS SHELTER/ SENIOR CITIZENS CENTER

Background: Baker County has two hurricane shelters and a population of 28,000. The County is a "recipient county" for urban Duval and other nearby coastal communities. The County has daily needs for facilities to serve senior citizens. Property has been acquired and plans prepared for a building that can meet both needs. Matching funds assistance from the State would allow the construction of a facility that will meet local and regional needs.

2020 Northeast Florida Regional Council Legislative Priorities

Notes

2020 Northeast Florida Regional Council Legislative Priorities

PUBLIC SAFETY

Background: With recent events in today's world - active shooters, natural disasters and an increased need for school security, communication across all agencies is critical.

Requested Action: Equip all Putnam County Law Enforcement, First Responders and School District with reliable means of communications to communicate with one another, dispatch and incident command centers during emergency response operations.

Effect: Reliable communication allows for more efficient response times and on scene coordination, protecting the lives of Putnam County residents.

Farm Land Preservation Drainage

Background: In rural Putnam County, protecting natural resources, like agricultural land, is important to the citizens and the economy. Agricultural land fuels the County's major exports and provides jobs and revenue in the County.

Requested Action: Request funding of $1 million for drainage projects for County properties that experience significant flooding and have the highest flood risk.

Effect: Minimize flooding risk that directly impacts residential and agricultural properties while significantly protecting the economic agricultural pursuits and overall environmental health conditions of the region.

Fairgrounds Muli-Use Facility

Background: Agriculture is a way of life in rural Putnam County and is showcased in many ways. The Putnam County Fairgrounds is used extensively by the County and receives thousands of visitors each year through events and programs held onsite. Fairs not only promote agriculture; they also provide jobs, support rural economic development and local commerce as well as present opportunities for youth and adult education.

Requested Action: Request funding of $1.1 million to erect multi-use facility complete with exhibit hall large enough to host 500 people with kitchen and bathrooms, and additional equipment storage area designed to support annual fair, 4H programs and other community activities.

Effect: Investment into the Putnam County Fairgrounds will increase the economic viability to the County. Further development in support of these activities has a positive benefit to the county and its residents.

Animal Shelter

Background: Putnam County is in need of a new animal shelter.

Requested Action: Request funding of $500,00 for a new Animal Shelter in Putnam County. This new facility will provide separate in-take area to prevent spread of infectious diseases throughout kennel, increase kennel capacity and increase outdoor open-space to house larger animals.

Effect: A new animal shelter will better serve the community needs by allowing for more interactive and adoption programs for residents (ie. senior and military programs). It will also provide a better environment of care for the animals.

2020 Northeast Florida Regional Council Legislative Priorities

Requested Action: Support funding for a dual-purpose emergency shelter / senior citizens center.

Effect: Will provide a multi-purpose building for our senior citizens and also provide a shelter for evacuees and their pets for local and regional residents in the event of a major hurricane.

APPROVE LEGISLATION FOR A LOCALLY-IMPOSED SALES TAX

Background: Ad valorem taxes have been insufficient and an inequitable source of revenue for small counties. Counties need to have the flexibility to levy additional sales tax at their discretion.

Requested Action: Allow counties the option to levy an additional sales tax.

Effect: The additional sales tax will create additional revenue for local governments that will affect the community as a whole and not limit the burden solely to property owners.

Baker County Library

PLANTATION BAY WATER AND WASTEWATER UTILITY DEBT FORGIVENESS

Background: The Plantation Bay Water and Wastewater Plants are located on the south side of Old Dixie Highway, west of Interstate 95, in unincorporated Flagler County near Old Dixie Park. The utility serves the Plantation Bay DRI (Development of Regional Impact) that straddles Flagler and Volusia Counties and several smaller areas adjacent to the development. The Plantation Bay DRI was approved in September 1985. In its current iteration, the DRI is approved for a maximum of 5,000 dwelling units and a maximum of 90,000 square feet of commercial that will likely be developed as retail/shopping center and office uses. In January 2013, the Flagler County Board of County Commissioners reached consensus for former County Administrator Craig Coffey to create a partnership with the City of Bunnell to acquire the Plantation Bay Utility System from Mori Hosseini, because residents were concerned about a 2011 Florida Governmental Utilities Authority report that estimated $3.9 million in improvements were needed. The Authority noted that the problems existed because of ICI's deferred maintenance of the system. The utility was purchased later that year for $5,682,833 – at 2.37% for 30 years through the State Revolving Fund (SRF), Funding Agreement No. 180520. As of the 2019-20 fiscal year, the outstanding principal is $4,939,963.

Requested Action: To forgive and resolve the outstanding SRF Loan Funding Agreement No. 180520 for the outstanding principal of $4,939,963.

Effect: Relieving this debt will allow the Utility to continue to make major capital improvements to the Water and Wastewater Plants, while not increasing the Utility user rates.

ROAD AND TRANSPORTATION FUNDING FOR THE BUNNELL U.S. HIGHWAY 1 TO STATE ROAD 100 EMPLOYMENT DISTRICT (CENTRAL COMMERCE PARKWAY)

Background: The City of Bunnell has named 600+ acres of currently land-locked property, located between U.S. Highway 1 and State Road 100 as the Bunnell 1 to 100 Employment District. The design, permitting and right-of-way acquisition for the construction of primary roadway are all completed, through a $2M Florida Department of Transportation grant. With a sound economic development concept plan that includes: a new sheriff's operations facility, a new county technology center/library, office and manufacturing facilities, and entry-level housing, the City sees this project as a catalyst for the economic diversification and development of the region. Additionally, preliminary conversations have been initiated with potential businesses considering relocating to the area, the local CareerSource agency for workforce training and development at the tech center, and the local schools for future apprenticeships.

Requested Action: Provide funding to construct the connector roadway.

Effect: The funding and construction of the connector roadway will:

- Unlock 120 acres of commercially, industrially and residentially-zoned property.
- Improve community disaster resiliency by connecting U.S. Highway 1 and State Road 100, and creating another evacuation route from the east side of the community.
- Create new employment and training opportunities.
- Provide easy access for the west side community to utilize the technology center/library once constructed.
- Construct much-needed entry level housing for the local workforce.
- Provide a work/live/play neighborhood for workers employed in the District.
- Improve emergency operations response time to the west side of the county.

2020 Northeast Florida Regional Council Legislative Priorities

County Documentary Stamp Taxes that are paid into the Sadowski Housing Trust Fund be redirected back to the County through its annual SHIP allocation and the State not redirect affordable housing funds to other programs.

Effect: Having the ability to negotiate in the "shade" would allow St. Johns County and other public agencies throughout Florida to be more competitive with other states when vying for large-scale economic development projects. In addition, funding affordable housing creates a larger workforce available to support economic growth, business expansion, and corporate relocations.

WATER CONSERVATION / WATER QUALITY

Background: With the impact of State mandates, two hurricanes, and other environmental impacts, water quality and water conservation have increasingly become urgent issues in St. Johns County.

Requested Actions:

- Sustainable Florida and Water Conservation – Request the Florida Legislature support legislation that enhances regional and local financial capacity to address water supply development and the flexibility of all available funding sources.
- Storm Water Trust Fund Pilot Program – Request the Florida Legislature support legislation that establishes a pilot program for small coastal cities to improve resiliency to sea level rise. (At the request of the City of St. Augustine.)
- City of St. Augustine Water, Wastewater, and Stormwater Infrastructure Funding – Support appropriations to increase funding for increasing resiliency in water, wastewater, and stormwater infrastructure in the City of St. Augustine.
- St. Johns County Drainage Improvements Funding – Request $19 million for numerous drainage system improvements and repairs throughout St. Johns County to alleviate flooding, improve traffic safety, and minimize future damage to roads, agriculture, businesses, and homes.

Effect: Funding these initiatives will allow St. Johns County to alleviate flooding and drainage concerns, address State mandates, and prepare for future environmental impacts.

County Road 13S and State Road 206. (At the request of the Flagler Estates Community Redevelopment Area.)

- Support for St. Augustine-St. Johns County Airport Authority Charter Re-adoption with Amendments – Request Legislative Delegation support for re-adoption of the N.E. Regional Airport Charter with amendments as they are related to the powers, duties, and obligations of the Independent Special District as requested by the St. Augustine-St. Johns County Airport Authority. (At the request of the St. Augustine-St. Johns County Airport Authority.)
- State Road A1A Intersection Improvements – Request $5.2 million for State Road A1A and Palm Valley Road intersection improvements to include nine intersections from JT Butler Blvd to Palm Valley Road, and ensure maximum eligibility of State, Federal, and regional funding sources for State Road A1A and Palm Valley Road intersection improvements.

Effect: Funding these transportation improvements will relieve traffic congestion, clarify transportation authority, and reduce associated risks to the health, safety, and well-being of the users of those roadways.

ECONOMIC DEVELOPMENT / AFFORDABLE HOUSING

Background: In many circumstances, new businesses who are seeking a site for relocation or expansion request financial incentives by local, regional, and statewide entities as an inducement to make a final location selection. Providing local governments with additional confidentiality, funding mechanisms, and educational opportunities would give Florida a competitive advantage when competing for economic development and job creation. In addition, funding affordable housing would support St. Johns County's economy by providing residential opportunities for the local workforce, young families, and entry-level employees within the public and private sectors.

Requested Actions:

- Public Record and Open Meeting Exemptions for Economic Development Agencies – Amend Sections 286.0113 and 288.075, Florida Statutes, to enhance the confidentiality of economic development activities by allowing the Board of County Commissioners to deliberate in private regarding an economic development proposal and allow confidential information in the possession of an economic development agency to be provided to a member of the Board of County Commissioners without such communication being considered a disclosure which would terminate the confidential nature of the information.
- Funding of State-level Economic Development and Workforce Education and Training Programs – Maintain funding for the State-level Economic Development Incentive Toolkit and Workforce Education and Training Programs, including performance-based programs to keep Florida competitive with other states to attract high-impact projects, diversify our economy, and create jobs.
- University Recruitment and Development – Request funding for the recruitment and development of public and private universities within St. Johns County.
- State Housing Initiatives Partnership (SHIP) Funding – To encourage our delegation to support the County's request for the full amount funds collected from St. Johns

2020 Northeast Florida Regional Council Legislative Priorities

RESTORE AND PROTECT FLORIDA'S HOUSING TRUST FUNDS

Background: The Sadowski Act, passed in 1992, increased the doc stamp tax paid on all real estate transactions and placed these monies in a dedicated state and local housing trust fund. 70% of monies go to the Local Government Housing Trust Fund for the State Housing Initiatives Partnership (SHIP) program which funds housing programs in all 67 counties and larger cities. The remaining 30% of monies go to the State Housing Trust Fund for Florida Housing Finance Corporation programs such as the State Apartment Incentive Loan (SAIL) program.

In Flagler County, SHIP funds are used for repair of existing housing stock to allow seniors to age in place and to provide retrofitting for persons with special needs, disaster assistance for critical home repairs, assisting 60 families after hurricanes Matthew and Irma, and provide first-time homeownership with down payment and closing cost assistance, as well as preservation of existing housing. SHIP funds are strongly leveraged, with private sector loans and equity providing $5 for every $1 of SHIP funds in Flagler County. In addition, SHIP funds can be leveraged with federal funding such as the Community Development Block Grant and Low Income Housing Tax Credit.

Affordable housing needs in the community are greater than ever. According to the University of Florida Shimberg Center for Housing Studies:

- 17,215 households in Flagler County (40.5%) are headed by a person age 65 or older in 2016 (In comparison, 30.1% of households' statewide average). Of these, 5,925 elderly households (34%) pay more than 30% of income for rent or mortgage costs.
- 8,684 households in Flagler County (20%) are severely cost-burdened, paying more than 50% of income for housing.

Affordable housing continues to be out of reach for many residents due to high rents, low wages and the lack of affordable rental homes. According to the National Low Income Housing Coalition, a local worker must earn at least $19.77 per hour to afford a 2-bedroom apartment at the Fair Market Rent of $1,028/month in Flagler County. But the average wage of a renter in Flagler County is only $12.61 per hour. Furthermore, there are only 536 affordable rentals units in Flagler County with each property having long wait lists.

Our community cannot afford to see continued cuts in SHIP funding. In 2016 Flagler County received $675,288; in 2018 only $350,000. Full funding of the state and local housing trust funds is more critical as federal funding for housing continues to decrease and the 2017 Tax Cut and Jobs Act has disincentivize corporations from investing in tax credits in the Low Income Housing Tax Credit program, the largest federal program for creating and preserving affordable housing.

Requested Action: Urge the Florida Legislature to use ALL of Florida's housing trust fund monies for Florida's housing programs and stop the sweep of the housing trust funds.

Effect: Using Florida's housing funds solely for housing creates a positive economic impact for Florida by fueling economic development, creating jobs, investing in our local communities, and contributing to the well-being of Florida's families, veterans, elderly, persons with disabilities, persons experiencing homelessness and deserving Floridians in need across the state. Allow the housing trust funds to be used for its intended purpose for which it was created by the Sadowski Act – HOUSING – and help our lower-income seniors, families, and workforce find and keep their home in Flagler County.

2020 Northeast Florida Regional Council Legislative Priorities

Home Rule:

Background: 166.021Powers. (1) As provided in s. 2(b), Art. VIII of the State Constitution, municipalities shall have the governmental, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions, and render municipal services, and may exercise any power for municipal purposes, except when expressly prohibited by law.

Requested Action: Support home rule powers to ensure control of local government.

Effect: A large majority of legislation creates unfunded mandates. Economically challenged and distressed cities do not have a funding mechanism for these mandates. Local governments will be required to either reduce services or increase taxes and other fees charged to businesses owners and property owners.

Road and transportation funding for Flagler Central Commerce Parkway:

Background: For 15 years construction of the Flagler Central Commence Parkway has been one of the City of Bunnell' s highest priorities. Design has been completed and all permits have been obtained for the project. Funding for construction is the only issue holding up this project. Benefits for the completion of this roadway, include but are not limited to:

- Provides an alternate route from US 1 (SR 5) to SR 100, increasing capacity of both roads and improving the Level of Service of SR 100 in Bunnell during rush hours;
- Provides a secondary access to the Flagler County Government Service Buildings;
- Provides access to a great location for future industrial development within the City of Bunnell;
- Since the Parkway is within the City of Bunnell's Community Redevelopment Agency (CRA) District, all incrementally added ad-valorem revenues will be applied to future improvement projects within the district and promises to significantly bolster the local economy by creating new jobs and broadening the tax base for the area;
- Provides another Emergency Evacuation route, which would help avoid congestion in the County's most critical periods of need.

Requested Action: Provide local levels of funding for the construction and completion of the roadway.

Effect: This funding will assist the City offset the capital outlays required for construction of a major roadway, increase the levels of service available to those traveling on State Road 5/US Highway 1 and State Road 100 and provide another Emergency Evacuation route.

Utility Project Funding:

Background: The City of Bunnell faces a problem of aged, outdated and failing utility infrastructure. In 2019, the City initiated the completion of a Master Utility Plan. This Plan will assess, analyze and prioritize the projects needed to update the City's infrastructure, including water, waste water, storm water, and fiber.

Requested Action: Funding is sought to construct and update utility infrastructure to increase the level of services available to the City's growing population and to build stormwater systems to mitigate potential property losses.

Effect: This funding will assist smaller Cities offset large capital outlays and help them maintain accepted levels of services.

2020 Northeast Florida Regional Council Legislative Priorities

TRANSPORTATION

Background: St. Johns County's road network has not kept up with the County's rapid growth, resulting in severe congestion on several key roadways.

Requested Actions:

- State Road 312, including the State Road 313 Bypass – Request $95 million for the proposed State Road 313 Extension/Bypass from State Road 207 to State Road 16; and request $135 million for the proposed State Road 313 Extension/ Bypass from State Road 16 north to U.S. 1.
- County Road 2209 / County Road 210 to State Road 16 – Request $90 million for the proposed County Road 2209 from County Road 210 to State Road 16; and ensure maximum eligibility of State, Federal, and regional funding sources for County Road 2209 by designating it as a Strategic Intermodal System Facility from State Road 9B Extension to the First Coast Expressway.
- First Coast Expressway – Provide additional capacity across the St. Johns River as part of an overall corridor that addresses the area's transportation deficiencies and serves existing and future development; and construct First Coast Expressway from Interstate 95 to U.S. 17 as the next top priority segment, including interchanges at I-95, County Road 2209, County Road 16A Spur, and U.S. 17, with a bridge replacement and expansion of the Shands Bridge crossing the St. Johns River.
- Interchange Area Improvement at I-95/State Road 16/County Road 208 – Request $12 million for the purpose of improving traffic safety and congestion at this interchange of Interstate 95 and State Road 16. Construction includes conversion of a diamond interchange configuration into a diverging diamond interchange (DDI) configuration, lane addition, turn lanes, directional islands, and signal improvements.
- Race Track Road (Bartram Park Blvd to Bartram Springs Pkwy) – Request $30 million for the purpose of expanding this important east/west corridor to a four-lane road with ultimate expansion to a six-lane facility improving traffic safety and congestion currently experienced.
- State Road 16 and International Golf Parkway Intersection Improvements – Request $5 million for the purpose of improving the State Road 16 and International Golf Parkway intersection to enhance traffic safety and capacity. Construction includes travel lanes, turn lanes, and signal improvements.
- County Road 5A Safety Improvements – Request $8.5 million for the purpose of improving traffic safety and congestion, pedestrian and bike safety, and water quality on County Road 5A. Construction includes turn lanes, bike lanes, sidewalks, and stormwater ponds.
- County Road 210 Overpass at U.S. 1 – Request $32 million for the purpose of constructing a full interchange connecting the County Road 210 overpass to U.S. 1.
- Expansion of St. Johns County Public Transit – Ensure maximum eligibility of State, Federal, and regional funding sources to provide funds to expand transit service in St. Johns County. Expand transit service provided by St. Johns County to include decreasing transit headways and expand operating time. Support collaboration with local transit agencies toward a more regional structure.
- County Road 305 Extension from County Road 13S to State Road 206 – Request funding for the construction of a segment of County Road 305 to connect

Stormwater Quality

Background: The Fernandina Beach Downtown Stormwater Quality Project will construct upgrades to the existing drainage infrastructure to install vortex style water quality structures and upgrade pipe size to increase flow capacity. Currently, the aging system discharges untreated runoff directly to the Amelia River. The benefit to citizens will be an improvement in the water quality of the Amelia River in the project area, as well as reduced flooding on Ash Street and Centre Street during heavy rainfall events.

Requested Action: Funding for construction of drainage upgrades including stormwater quality structures and installation of upgraded pipes under railroad by jack and bore process.

Effect: The benefit of this project is increase in water quality and flooding reduction. he proposed project will increase both the water quality of the runoff discharged to the Amelia River, as well as the capacity of the drainage system in the historic Fernandina Beach downtown area.

Dune Protection and Restoration

Background: Fernandina Beach occupies the northern half of Amelia Island, a barrier island in the most northeastern part of Florida. A small town with less than 13,000 residents, Fernandina Beach's pristine beaches and other amenities attract hundreds of thousands of tourists each year. The construction of beach dune walkovers has long-term implications for the resiliency of Florida's coastal communities. The Florida Department of Environmental Protection "encourages the design of beach access, including beach and dune walkovers, to protect the dune topography and dune vegetation from pedestrian traffic and allow for the natural recovery of damaged or eroded beaches". The Fernandina Beach Dune Protection and Restoration Project will replace 9 beach walkthroughs (pedestrian trails that cut through sand dunes) with 9 beach walkovers (constructed bridges that overpass dunes) to close the City's remaining dune gaps and restore the dunes' ability to prevent coastal flooding in Fernandina Beach.

Requested action: Funding for construction of nine beach dune walkovers to complete the replacement of beach walkthroughs with dune walkovers in Fernandina Beach to support repair of oceanfront dune ecosystem which will mitigate stormwater over wash damage to upland infrastructure.

Effect: The nine new beach walkovers provided through the Fernandina Beach Dune Protection and Restoration project will provide a means for beach-goers to access the beach shoreline without trampling vegetation critical to accumulating higher dunes. Residents and tourists will experience reduced flooding from storms as a result of the restored dunes created by the Fernandina Beach Dune Protection and Restoration project.

2020 Northeast Florida Regional Council Legislative Priorities

Funding for Workforce Housing:

Background: There is a staggering lack of affordable housing units in Flagler County. Rental units are in short supply and affordable housing rental units are extremely rare. The Northeast Florida Affordable Housing Needs Plan identified a deficit of almost 30,000 units needed to meet the needs of households making 30% of the average median income.

Requested Action: Funding is sought to create a local workforce housing initiative that can create links between the public and private sectors to encourage and create and build low- and moderate income housing in the community or assist with finding other ways to address the need for affordable housing.

Effect: This funding will assist smaller Cities offset the costs for the development of and administration of a program to assist those who should qualify for affordable housing.

2020 Northeast Florida Regional Council Legislative Priorities

WATER QUALITY AND WASTE WATER INFRASTRUCTURE:

Background: Many communities continue to rely on decades-old water and wastewater infrastructure. In coastal communities, potable water lines are subject to saltwater intrusion. Corroding metal sewer system pipes and deteriorating lift stations pose a constant threat to the environment. Some communities still allow private septic systems because of the financial burden of extending sewer lines and putting the onus on its residents to pay impact fees. New wells need to be drilled to keep up with population growth and to provide the necessary water pressure for fire hydrants.

Requested Action: Increase both the number and the dollar amount of grants offered by federal and state agencies to small and rural communities in order to improve their water and waste water facilities. Provide the needed resources for communities to implement new technological improvements that will lower energy demands while meeting a higher demand.

Effect: Encourages local governments to plan their budgets properly and seek additional funding opportunities. This reduces the probability of a local facility becoming a burden to the State.

RECYCLING:

Background: In the last two (2) years the recycling cost with local vendors has increased over 90%. Vendors have stated that the market requires these increases for single stream. Local agencies have struggle with passing this cost to citizens to meet state requirements. This will require increases above and beyond expectations on local sanitation fees.

Requested Action: Legislation in 2020 to address the unfunded mandate this represents.

Effect: Without guidance from Legislation the cost will be passed to citizens.

FLAGLER BEACH RESTORATION:

Background: Flagler Beach has a tourist-dependent economy. In 2002, House Resolution 2676 provided for the U.S. Army Corps of Engineers (ACOE) to conduct a Feasibility Study of Flagler County's coastline for Beach Renourishment. The recommendation from that study was to provide shoreline protection to 2.6 miles in Flagler Beach to extend the dune 10 feet and protect SR AlA. A Joint Partnership Agreement between Flagler County and FOOT was to provide monies for the design and construction phases. On June 23, 2019, an agreement was finally signed with the ACOE for that 2.6-mile project to move forward once the reconstruction of SR AlA is completed. However, Flagler County has plans for a beach renourishment project for several miles of Flagler Beach coastline outside that of the ACOE. Additional funding is being sought from FOOT, FDEP, and the Tourist Development Fund.

Requested Action: That the State of Florida promotes the funding of beach renourishment programs through partnerships with State agencies and local governments.

2020 Northeast Florida Regional Council Legislative Priorities

Water and Sewer Infrastructure

Background: Nassau County is experience rapid growth. By 2045, the County's population is expected to increase by 60 percent from 80,456 to 128,750 persons. Critical infrastructure improvements and expansion will be necessary and must be resilient in response to coastal threats, flood inundation, and sale water intrusion. In order to manage growth and reduce the impact of septic systems and individual wells on the environment, local governments need assistance to adapt, plan and manage critical infrastructure. In order to promote both economic development and to reduce the impact of septic systems and individual wells on the environment, it is necessary to expand the water and sewer infrastructure. Lower income areas need assistance in order to take advantage of programs to implement central water and sewer and to reduce impacts of septic tanks and individual wells.

Requested action: Provide additional grant funding in both the Department of Environmental Protection and the Department of Economic Opportunity for the expansion of funding sources to provide water and sewer to eliminate septic systems and individual wells and for economic development purposes. Funding for expansion of water and sewer will provide for elimination of well and septic systems and will have a direct positive effect of reducing environmental impacts. Additionally, funding for system expansions and fast track permitting of water and sewer system will allow enhanced economic development.

Effect: Allowance for additional funding sources to expand water and sewer will provide for elimination of well and septic systems in environmentally sensitive areas and will have the direct positive effect of reducing environmental impacts to environmentally sensitive areas. Additionally, grant funding for system expansions and fast track permitting of water and sewer system expansion will also allow enhanced economic development. Having the ability to quickly get water and sewer to sites already approved for industrial development will increase Florida's economic competitiveness in attracting industry.

Affordable Housing

Background: Nassau County is experiencing rapid growth. By 2045, the County's population is expected to increase by 60 percent from 80,456 to 127,750. Currently, 16.1% of the County's population live below the Florida poverty level and 12. 7% of those live below the Nassau County poverty level. As development is on the rise and average home values are increasing, there is a growing need for housing assistance and home rehabilitation for low and moderate-income families in the county.

In 1992, the Sadowski Act was passed to create a dedicated revenue source for affordable housing program funding in Florida, The State Housing Initiatives Partnership Program (SHIP) is a key program under the Sadowski Act. Every year, the State Legislature has been redirecting from SHIP's revenue source to go towards their general fund.

Requested Action: Restore maximum funding of the State Housing Initiatives Partnership (SHIP) to increase the number of individuals receiving SHIP assistance, thereby creating a positive effect on ad valorem revenues.

Effect: Maintaining a diverse housing stock is an integral component of a healthy community. Restoration of maximum SHIP funding amounts will immediately increase the number of individuals receiving SHIP assistance, thereby creating a positive effect on Nassau County's ad valorem revenues.

Flood Mitigation/Open Space

Background: Nassau County consists of 253. 7 miles of stream and 35% of its jurisdiction is affected by high risk flood zones A, AE, and VE. The Nassau County Master Storm Water Plan (April 2012) provided engineering analysis of existing storm water management system and identified problematic riverine areas which have indeed been impacted by subsequent storms. County code requires new and major improvements to be built to standards which reasonably protect from flood hazard and recent entry in the NFIP/CRS program has incentivized the community to protect property, persons, and natural flood plan functions from risk and hazard in floodprone areas, many of which are sensitive environmental sites. Older residences in flood-prone and problematic areas are acutely at risk for flood damage and personal danger. Although FEMA offers assistance to mitigate flood risk for these types of property, the national burden from recent hurricane damage has increased the competitiveness of these grants.

Requested action: Support appropriations to assist local government for property acquisition, building elevation and relocation of buildings in area of high risk thus reducing risk to persons and property and to allow for conversion of those areas to open space or conservation areas.

Effect: Funds for flood mitigation will help local communities to retrofit or remove properties from high risk areas thereby reducing the risk to persons and property. Removal of persons and properties from high risk areas can allow for conversion of those area to open space or conservation area which can provide recreation and can positively impact water quality and future flooding potential.

2020 Northeast Florida Regional Council Legislative Priorities

Effect: The preservation of a vital recreational resource and a section of Scenic Highway State Road AlA that, through local, national and international tourism, has a high-impact, positive effect on the City's and County's economies.

CONSIDERATION TO ENSURE HOME RULE AND NO UNFUNDED FINANCIAL MANDATES TO LOCAL MUNICIPALITIES:

Background: The Constitution Revision Commission (CRC) met in 2017-2018 and recommended changes to Florida's constitution that will appear on the 2018 general election ballot. Municipalities are the only form of local government created to serve the needs and desires of its citizens. Local self-government is the keystone of American democracy and constitutional municipal home rule authority should be protected and preserved. Unexpected financial directives issued by legislators can have a negative impact on local governments. Unfunded mandates takes money away from programs intended to support or improve the quality of life of our citizens. An alternative would be to engage local governments in program-specific partnerships with state and/or federal agencies in order to provide a level of service above and beyond the basic necessities.

Requested Action: The legislature should restrict unfunded mandates and allow for the control of municipalities to be left in the hands of their citizens and local elected officials.

Effect: Program-specific partnerships with cost-share budgets helps cities direct funding to projects particular to the local economy.

TIMELY REIMBURSEMENT FROM THE STATE OF FLORIDA FOR FEMA OBLIGATED PROJECTS:

Background: Cities are spending their reserves to fund necessary repairs as a result of declared emergencies. The State has the funds to reimburse the obligated Project Work Orders, yet the reimbursements trickle in, whilst the city accounts continue to dwindle.

Requested Action: Department of Emergency management (DEM) to assist cities to have the ability to receive some funds in advance of an expensive project approved or obligated to allow for a low interest loan to implement the project.

Effect: The depleted reserves, a result of not being reimbursed, may delete or delay scheduled capital projects, causing cities to be less prepared for ensuing declared emergencies.

2020 Northeast Florida Regional Council Legislative Priorities

While small towns can never match the economic, social or cultural incentives offered by their big-city brethren, neither do they have the problems – the crime, the unrest or the alienation – that larger localities must confront. That sense of manageability – or unity, if you will – gives a distinct advantage when implementing any legislative priority.

PUBLIC SAFETY

Background: For years, this town has petitioned the Florida Department of Transportation for a 35 mph speed-limit on SR A1A. The town harbors a large RV Camping business, and an age restricted mobile home park located in the same densely populated area. Vehicles in this district often move erratically, and there have been several accidents associated with speeding. Although the town has been granted a crosswalk, and traffic must stop when a pedestrian enters its zone, vehicles are often observed barreling through, oblivious to the attempt to cross.

Requested Action: Despite our best efforts, the speed limit has not changed – mostly due to technicalities, and not because the "public outcry" is not there. For this reason, it is the town's intention to fund a flashing, pedestrian-activated crosswalk sign (one on each side) to alleviate unlawful approaches, and perhaps to save a life. None of the funding or installation needs to be state-sponsored as the town in ready to engage any vendor or service that would yield a code-compliant flashing sign.

Effect: Additional safety precautions include: precuring a generator in case electricity goes down for several days, and the town needs to be used as a staging area to mitigate storm-related stress; precuring an AED device and training for the purpose of both serving our older demographic, and overseeing the town's beach access.

HOSTING SPECIAL EVENTS

Background: With our older demographic, Beverly Beach will always remain a quiet town. Our location on the ocean presents a risk for any business that relies on low overhead, or non-seasonal sustainability. However, that same location can act as an enticement for special activities, whether they are commercially oriented realtors or charity related 501C3s. Indeed, the Town of Beverly Beach successfully hosted a Special Olympic function in the early millennium and a Wounded Warrior event to celebrate Memorial Day.

Requested Action: This type of community outreach is necessary to prevent the type of insularity that can engulf smaller localities. We need a larger perspective in order to solve larger-than-life problems, and that entails an engagement with organizations outside this community.

Effect: Better relationships with the other municipalities in Flagler County, new ideas, and new perspectives will all be encouraged.

2020 Northeast Florida Regional Council Legislative Priorities

ASSIGNMENT OF FUNDS

Background: The Town of Beverly Beach eschews borrowing money to sustain its operations. Except for the short span of time that it carried a mortgage for its Town Hall and Conference Room, it has never borrowed money from a financial institution, and prefers to finance its operations out of property taxes. That being said – the town does not operate a police or fire department and does not have the legacy costs that most large municipalities have. Unassigned fund balances exist. To the extent that some of these funds can be used to mitigate future risk, part of the balances will represent a "safety valve" in case of economic downturns or catastrophic storm damage. However, a large part of the unassigned balances can be dedicated to infrastructure projects such as roads or public safety. Indeed, more money can be contributed to its Gas Option Fund for road paving and stormwater infrastructure as merely paving the roads that are controlled by the town would deplete that account.

Requested Action: This priority will necessitate action taken by the Town Commission, as they decide which funds to dedicate and for what reason.

Effect: Financial coordination will encourage better accountability, more transparency, and more focus on legislative goals and activities such as building infrastructure, stormwater treatment, and public safety.

Town of Beverly Beach 2020 Legislative Priorities

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach

SUBJECT: AMENDED Resolution 2020-94
Mandatory Masks

ITEM TYPE: Resolution (w/o fiscal impact)

REQUESTED ACTION: Consider 2020-94 as amended

SYNOPSIS: The City Commission passed Resolution 2020-94 on July 21,2020, which extends the state of emergency due to COVID-19 and requires face coverings or masks in public places. Due to the ongoing nature of the pandemic, this amendment extends the order until October 6, 2020.

FISCAL IMPACT: None known

CITY ATTORNEY COMMENTS: Governor DeSantis extended Florida's state of emergency due to COVID-19 (EO 2020-166) through September 9, 2020.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2020-94 as amended.

Dale L. Martin, City Manager 8/24/2020
Tammi E. Bach, City Attorney 8/24/2020

Date: August 24, 2020

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION: Adopt

CITY OF FERNANDINA BEACH, FLORIDA CITY COMMISSION

EMERGENCY ORDER – COVID19-MANDATORY MASKS

RESOLUTION 2020-94

AMENDED AND EXTENDED TO OCTOBER 6, 2020

WHEREAS, on March 1, 2020, in response to the World Health Organization's declaration of COVID-19 as a Public Health Emergency of International Concern, Governor Ron DeSantis issued Executive Order Number 20-51, declaring a State of Florida Public Health Emergency associated with the threat to Florida residents associated with COVID-19 and invoking the State of Florida emergency response actions by the Florida Department of Health and the State Health Officer; and

WHEREAS, on March 9, 2020, in response to eight counties in Florida with positive COVID-19 cases, Governor Ron DeSantis issued Executive Order Number 20-52, directing the Director of the Division of Emergency Management, as the State Coordinating Officer, to execute State of Florida's Comprehensive Emergency Management Plan and other response, recover, and mitigation plans necessary to cope with the emergency; and

WHEREAS, Governor DeSantis' Executive Orders 20-51 and 20-52 are hereby incorporated and adopted into this Emergency Order to the extent City of Fernandina Beach is obligated to respond thereto; and

WHEREAS, on March 13, 2020, President Donald J. Trump declared a national emergency to combat COVID-19; and

WHEREAS, on March 19, 2020, the City Manager and Mayor John A. Miller declared a local state of emergency via Resolution 2020-48 pursuant to the City of Fernandina Beach Emergency Management Plan; and

WHEREAS, the CDC advises that, while a significant portion of individuals with COVID-19 are asymptomatic, the virus can still spread between people interacting in close proximity—for example, speaking, coughing, or sneezing—even if those people are not exhibiting symptoms; and

WHEREAS, the CDC recommends wearing cloth face coverings in public settings where other social distancing measures are difficult to maintain or are not being followed in order to slow the spread of the virus and help people who may have the virus and do not know it from transmitting it to others; and

WHEREAS, the CDC defines "social distancing" as limiting close contact (less than 6 feet of separation) with others outside your household in indoor and outdoor spaces; and

WHEREAS, the CDC does not recommend wearing cloth face covering for children under the age of 6, or anyone who has trouble breathing, or is unconscious, incapacitated or otherwise unable to remove the mask without assistance; and

WHEREAS, cloth face coverings are relatively inexpensive and readily available as the CDC states they can be made from household items and provides online guidance for making "do-it-yourself" coverings for people that cannot or do not want to buy one from the increasing sources producing and selling coverings; and

WHEREAS, an increasing number of state and local governments throughout the United States and Florida are requiring facial coverings to be worn in public; and

WHEREAS, the State of Florida has not preempted local governments from regulating in the field of minimum health requirements with respect to COVID19; and

WHEREAS, it is necessary to invoke the City's Home Rule Powers under the Florida Constitution and the City's Emergency Management Plan in order to enable the City of Fernandina Beach to respond to its obligations under Governor DeSantis' Executive Orders 20-51 and 20-52 and to appropriately respond to the needs of the City of Fernandina Beach and its citizens.

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

(1) Every person over the age of six (6) who is in a public indoor space must wear a face mask or covering.

(2) Every operator, employee, customer or patron of a business establishment must wear a face mask or covering at all times while indoors at that business establishment unless wearing a face mask or covering significantly interferes with the provision or receipt of goods or services offered or received at that establishment (i.e. patrons at a restaurant, patrons at fitness centers and yoga studios, clients at a barber shop or hair salon, patients at a dentist's office).

(3) Public safety, fire, law enforcement, and other life safety personnel are exempted from this requirement, as their personal protective equipment requirements will be governed by their respective agencies.

(4) Due to the continuing public health emergency caused by the COVID-19 virus, the City Commission hereby extends the local state of emergency declared via Resolution

2020-48 to August 9, 2020, pursuant to Section 252.38, Florida Statutes.

(5) The City Commission authorizes the City Manager to extend the local state of emergency in 7-day increments as necessary for up to 30 days, and such authority shall expire on ~~September 9, 2020~~. October 6, 2020.

ADA ACCOMODATION. When a customer of a business establishment asserts that he or she has a disability that prevents the individual from wearing a face mask or covering, the owner, manager, or employee of the business establishment may exclude the individual, even if they have a disability, as they pose a direct threat to the health and safety of employees and other customers, even if asymptomatic, and must accommodate the disabled individual in a manner that does not fundamentally alter the operations of the business establishment nor jeopardize the health of that business's employees and other customers, such as providing curb service or delivery or other reasonable accommodation.

EFFECTIVE DATE. This Emergency Order Resolution 2020-94 shall be effective immediately upon executing and will expire ~~thirty (30) days from the date below unless extended by subsequent order.~~ on October 6, 2020 at 11:59PM unless extended by subsequent order.

NOT IN CONFLICT WITH STATE LAW. This Order is in addition to any Executive Orders issued by Governor DeSantis.

ENFORCEMENT. This Emergency Order will be enforced pursuant to Section 252.47, Florida Statutes by local law enforcement. Violation of this Emergency Order is punishable pursuant to Section 252.50, Florida Statutes as a criminal misdemeanor of the second degree.

ADOPTED this 1st day of September, 2020 with a quorum present and voting.

ATTEST: CITY OF FERNANDINA BEACH

_____ _____

Caroline Best John A. Miller City Clerk Commissioner – Mayor

APPROVED AS TO FORM AND LEGALITY:

_____

Tammi E. Bach
City Attorney

END OF EMERGENCY ORDER

CITY OF FERNANDINA BEACH, FLORIDA CITY COMMISSION

EMERGENCY ORDER – COVID19-MANDATORY MASKS

RESOLUTION 2020-94

WHEREAS, on March 1, 2020, in response to the World Health Organization's declaration of COVID-19 as a Public Health Emergency of International Concern, Governor Ron DeSantis issued Executive Order Number 20-51, declaring a State of Florida Public Health Emergency associated with the threat to Florida residents associated with COVID-19 and invoking the State of Florida emergency response actions by the Florida Department of Health and the State Health Officer; and

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WHEREAS, the CDC recommends wearing cloth face coverings in public settings where other social distancing measures are difficult to maintain or are not being followed in order to slow the spread of the virus and help people who may have the virus and do not know it from transmitting it to others; and

WHEREAS, the CDC defines "social distancing" as limiting close contact (less than 6 feet of separation) with others outside your household in indoor and outdoor spaces; and

WHEREAS, the CDC does not recommend wearing cloth face covering for children under the age of 6, or anyone who has trouble breathing, or is unconscious, incapacitated or otherwise unable to remove the mask without assistance; and

WHEREAS, cloth face coverings are relatively inexpensive and readily available as the CDC states they can be made from household items and provides online guidance for making "do-it-yourself" coverings for people that cannot or do not want to buy one from the increasing sources producing and selling coverings; and

WHEREAS, an increasing number of state and local governments throughout the United States and Florida are requiring facial coverings to be worn in public; and

WHEREAS, the State of Florida has not preempted local governments from regulating in the field of minimum health requirements with respect to COVID19; and

WHEREAS, it is necessary to invoke the City's Home Rule Powers under the Florida Constitution and the City's Emergency Management Plan in order to enable the City of Fernandina Beach to respond to its obligations under Governor DeSantis' Executive Orders 20-51 and 20-52 and to appropriately respond to the needs of the City of Fernandina Beach and its citizens.

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(2) Every operator, employee, customer or patron of a business establishment must wear a face mask or covering at all times while indoors at that business establishment unless wearing a face mask or covering significantly interferes with the provision or receipt of goods or services offered or received at that establishment (i.e. patrons at a restaurant, patrons at fitness centers and yoga studios, clients at a barber shop or hair salon, patients at a dentist's office).

(3) Public safety, fire, law enforcement, and other life safety personnel are exempted from this requirement, as their personal protective equipment requirements will be governed by their respective agencies.

(4) Due to the continuing public health emergency caused by the COVID-19 virus, the City Commission hereby extends the local state of emergency declared via Resolution

2020-48 to August 9, 2020, pursuant to Section 252.38, Florida Statutes.

(5) The City Commission authorizes the City Manager to extend the local state of emergency in 7-day increments as necessary for up to 30 days, and such authority shall expire on September 9, 2020.

ADA ACCOMODATION. When a customer of a business establishment asserts that he or she has a disability that prevents the individual from wearing a face mask or covering, the owner, manager, or employee of the business establishment may exclude the individual, even if they have a disability, as they pose a direct threat to the health and safety of employees and other customers, even if asymptomatic, and must accommodate the disabled individual in a manner that does not fundamentally alter the operations of the business establishment nor jeopardize the health of that business's employees and other customers, such as providing curb service or delivery or other reasonable accommodation.

EFFECTIVE DATE. This Emergency Order Resolution 2020-94 shall be effective immediately upon executing and will expire thirty (30) days from the date below unless extended by subsequent order.

NOT IN CONFLICT WITH STATE LAW. This Order is in addition to any Executive Orders issued by Governor DeSantis.

ENFORCEMENT. This Emergency Order will be enforced pursuant to Section 252.47, Florida Statutes by local law enforcement. Violation of this Emergency Order is punishable pursuant to Section 252.50, Florida Statutes as a criminal misdemeanor of the second degree.

ADOPTED this 21st day of July, 2020 with a quorum present and voting.

ATTEST:

Caroline Best

Caroline Best
City Clerk

CITY OF FERNANDINA BEACH

John A. Miller
Commissioner – Mayor

APPROVED AS TO FORM AND LEGALITY:

Tammi E. Bach
City Attorney

END OF EMERGENCY ORDER

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach

SUBJECT: Resolution 2020-98
Award of RFP #2020-02 - Managing and/or Leasing Marina Facilities

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2020-98

SYNOPSIS: The City advertised Request for Proposal #2020-02 for Managing and/or Leasing Marina Facilities. Five proposals were received on April 30, 2020: Coastal Marina Management, Founders 3 Management, Mobius Marina Management, Oasis Marinas, and Safe Harbor Marinas. Additionally, the current management company Westrec, was provided the opportunity to review the submissions and offer a proposal. All proposals (including the Westrec response) are attached.

Stantec Consulting Services, Inc. was contracted to provide a Financial Review of Marina Management Proposals by evaluating and ranking the proposals to assist in the determination of which proposal best suited the financial interests of the City. The Stantec report ranked the Oasis Marinas proposal in the best interests of the City.

All proposals, the Westrec response, and the Stantec report were presented to the Marina Advisory Board (MAB) for consideration at the MAB June 22 meeting. Prior to the meeting, and based upon the Stantec review, preliminary discussions were conducted with Oasis Marinas officials, and an invitation to introduce themselves at the June 22 Marina Advisory Board meeting was extended. Westrec officials declined to participate at the June 22 MAB meeting. The MAB, in general, reiterated support for a previous endorsement to allow Westrec to operate for an entire year with a fully functioning facility.

All of the proposals were projections of revenues and expenses: none of the management teams offered guarantees of the revenues or projections. The Stantec review was intended to provide a comparison of the projected information as presented by each management team. Following that review, as indicated, Stantec, which had closely examined the Marina financials as part of an earlier project, ranked the Oasis Marinas proposal as being in the best financial interests of the City.

Additional discussions have been conducted with references and others familiar with Oasis Marinas operations. One local resident, with previous time in Annapolis and familiar with Oasis Marinas operations, offered support for Oasis Marinas, specifically stating, "I am currently a slipholder at FHM and resident of Fernandina Beach, but am from Annapolis. I've stayed at several Oasis Marinas over the years and am aware of the quality service you all provide. Would like to see Oasis manage FHM and plan to encourage our city commissioners to that effect. If there's anything I can do for you on the ground here, please let me know." Ms. Genece Minshew has also provided correspondence directly to you (via email) regarding the selection process. Following the City Commission Regular Meeting on July 21, 2020, the Marina Management/Lease Proposal Evaluation Committee was formed. This Committee consisted of City Attorney Bach, Comptroller Testagrose, Airport Director Coyle, and Marina Advisory Board Member Langshaw. Meetings were held on August 6 and August 13, minutes and member evaluations are attached. Oasis was ranked number one and Founders 3 number two by the Evaluation Committee. The Evaluation Committee recommended that the City negotiate a contract with Oasis, and if such contract cannot be negotiated, the City should negotiate with Founders 3. At the August 24 Marina Advisory Board meeting, the Marina Advisory Board recommended that Westrec Marinas be retained as the Marina management firm for a period of one year following the final completion of Marina repairs including the availability of fuel.

FISCAL IMPACT: Funding will be available in Marina Contractual account, 480 53400, in future budgets.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2020-98.

Dale L. Martin, City Manager	8/18/2020
Pauline Testagrose, Comptroller	8/19/2020
Tammi E. Bach, City Attorney	8/25/2020

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach

Katie Newton, Legal Assistant 8/25/2020

Date: August 05, 2020

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION: Adopt

RESOLUTION 2020-98

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AWARDING RFP # 2020-02 FOR MANAGING AND/OR LEASING MARINA FACILITIES TO OASIS MARINAS; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City advertised Request for Proposal #2020-02 for Managing and/or Leasing Marina Facilities. Five proposals were received on April 30, 2020; and

WHEREAS, Stantec Consulting Services, Inc. was contracted to provide a Financial Review of Marina Management Proposals by evaluating and ranking the proposals, subsequently ranking Oasis Marinas in the best financial interests of the City; and

WHEREAS, the Marina Advisory Board, on June 22, 2020, reiterated previous support for Westrec Marina Management, recommending that Westrec Marina Management be afforded the opportunity to operate for one full year with a fully functional facility (including fueling operations).

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

SECTION 1. The City Commission hereby awards RFP #2020-02 for Managing and/or Leasing Marina Facilities to Oasis Marinas.

SECTION 2. The City Manager and City Attorney will negotiate and draft an agreement and present the agreement to the City Commission by September 1, 2020.

SECTION 3. The City Manager will provide 90-day notice to Westrec Marina Management, Inc. of the City's intent to terminate the current agreement under the terms of Resolution 2014-141, Exhibits A and B.

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

ADOPTED this 1st day of September, 2020.

ATTEST:

_____
Caroline Best
City Clerk

CITY OF FERNANDINA BEACH

_____
John A. Miller
Commissioner-Mayor

APPROVED AS TO FORM & LEGALITY:

_____
Tammi E. Bach
City Attorney

RESOLUTION 2020-98

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AUTHORIZING NEGOTIATIONS FOLLOWING RFP # 2020-02 FOR MANAGING AND/OR LEASING MARINA FACILITIES; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City advertised Request for Proposal (RFP) #2020-02 for Managing and/or Leasing Marina Facilities. Five proposals (Coastal Marina Management, F3 Marina, Mobias Marina Management, Oasis Marinas, and Safe Harbor Marinas) were received on April 30, 2020; and

WHEREAS, Stantec Consulting Services, Inc. was contracted to provide a Financial Review of Marina Management Proposals by evaluating and ranking the proposals, subsequently ranking Oasis Marinas in the best financial interests of the City; and

WHEREAS, an Evaluation Committee reviewed and ranked the five proposals received and presented its findings to the Marina Advisory Board on August 24, 2020; and,

WHEREAS, the Marina Advisory Board, on June 22, 2020, and again on August 24, 2020, reiterated previous support for Westrec Marina Management, recommending that Westrec Marina Management be afforded the opportunity to operate for one full year with a fully functional facility (including fueling operations).

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

SECTION 1. The City Commission, in response to RFP #2020-02 for Managing and/or Leasing Marina Facilities, recognizes the efforts and recommendations of the Evaluation Committee and the Marina Advisory Board, and ranks the top two respondents, in order, as Oasis Marinas and F3 Marina.

SECTION 2. The City Manager and City Attorney are hereby authorized to negotiate and draft an agreement with Oasis Marinas and present the agreement to the City Commission. If an agreement cannot be satisfactorily negotiated with Oasis Marinas, the City Manager and City Attorney are then authorized to negotiate and draft an agreement with F3 Marina to present to the City Commission.

SECTION 3. The City Manager will provide 90-day notice to Westrec Marina Management, Inc. of the City's intent to terminate the current agreement under the terms of Resolution 2014-141, Exhibits A and B.

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

ADOPTED this 1st day of September, 2020.

ATTEST:

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Caroline Best
City Clerk

CITY OF FERNANDINA BEACH

_____
John A. Miller
Commissioner-Mayor

APPROVED AS TO FORM & LEGALITY:

_____

Tammi E. Bach
City Attorney

CITY OF FERNANDINA BEACH
REQUEST FOR PROPOSAL 2020-02
MANAGING AND/OR LEASING MARINA FACILITIES

INTRODUCTION

The City of Fernandina Beach, Florida presents this Request for Proposals (RFP) to parties interested in **MANAGING AND/OR LEASING MARINA FACILITIES** in the City of Fernandina Beach, Florida.

The City will receive sealed submittals at the location stated below not later than **2:00 PM, April 3, 2020.**

Those interested in responding to this opportunity are instructed to submit (**1 original, 5 copies and 1 electronic version [compact disc or thumb drive]**) relevant proposals. Received submittals will be opened at 2:15 PM, April 3, 2020. An Evaluation Committee will review the submittals and provide a recommendation to the City Commission.

The submittals must be delivered to City Hall in a sealed package, clearly marked on the outside, **RFP #2020-02** and addressed to:

City of Fernandina Beach
Attn: City Clerk's Office – **RFP #2020-02**
204 Ash Street
Fernandina Beach, FL 32034

Any submittal received after the above stated time and date will not be considered. It shall be the sole responsibility of the Submitter to have its submittal delivered to the City of Fernandina Beach, by U.S. Mail, hand-delivery, or any other method available; however, facsimile or electronic submittals will not be accepted. Delay in delivery shall be the sole responsibility of the Submitter.

Hand-delivered submittals should be provided to the Clerk's Office at the above address.

The sealed submittal shall be accompanied by a "**Contact Sheet**", hereinafter provided as "**Exhibit A**"; a "**Public Entity Crimes Statement**" herein provided as "**Exhibit B**"; a "**Drug Free Workplace Certification**", herein provided as "**Exhibit C**"; an "**E-Verify Statement**", herein provided as "**Exhibit D**"; a "**Respondent Acknowledgements and Agreements**", herein provided as "**Exhibit E**"; a "**Conflict of Interest**", herein provided as "**Exhibit F**"; a "**Non- Disclosure Affidavit**", herein provided as "**Exhibit G**"; and a "**Disputes Disclosure**", herein provided as "**Exhibit H**".

CONTACT

Any questions related to this RFP should be directed to Ms. Wanda Weaks, Purchasing Agent, wweaks@fbfl.org.

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

CITY OF FERNANDINA BEACH
REQUEST FOR PROPOSAL 2020-02
MANAGING AND/OR LEASING MARINA FACILITIES

ADDENDA

A written response to questions will be issued via Addendum and posted on the City's website at www.fbfl.us/bids and the DemandStar website at www.demandstar.com. It is the Submitter's responsibility to check the City's website for Addenda prior to submitting their RFP. The deadline for questions is five business days before submittal opening.

SUBMITTER SHALL SIGNIFY RECEIPT OF ADDENDA (IF ANY). Failure to Acknowledge Receipt of any Addendum may result in rejection of the submittal.

RFP SCHEDULE

The following is the project schedule. The City reserves the right to alter dates as needed.

Posting	Mar 10, 2020
Deadline for submitting questions	Mar 27, 2020
Due date for submissions	Apr 3, 2020
Evaluation Committee meeting (tbd)	Apr 6-17, 2020
Marina Advisory Board review/recommendation	Apr 27, 2020
City Commission meeting/selection	May 5, 2020

SCOPE OF WORK

The City of Fernandina Beach has a long and rich maritime history. This history is currently reflected by the City's Marina, located in the immediate proximity of the City's downtown business district. Due to the storm effects of Hurricane Matthew (October, 2016), the Marina was effectively out of operation for over three years, only recently re-opening to permanent and transient vessels. The entire southern basin of the Marina has been dredged and reconfigured, with approximately 1,500' of internal side-tie dockage. The southern attenuator has been replaced with heavier dock sections and provides approximately 1,600' of side-tie dockage. Utility services (electric, water, fire suppression) have been replaced and upgraded. The northern attenuator (approximately 300' long) will be replaced with structures and services to match the southern attenuator, as well as restore fuel services (construction anticipated to be completed within six months). In addition to the Marina's docking capabilities, other amenities include a small check-in structure (which includes a small ship store), a mooring field (currently being rehabilitated) and associated dinghy docks, and a boater's facility (lounge, restrooms, showers, and laundry).

The City currently has an operating agreement with Westrec Marinas (copy attached) to manage marina operations. Although the relationship between the City and Westrec remains viable, it has been several years since the agreement has been reviewed, and with the recent renovations, the City Commission believes it is an appropriate time to examine and clarify financial and operational components of the Marina.

The City is seeking proposals from interested parties to ***lease*** Marina facilities or ***manage*** Marina operations, including dockage (transient and long-term), mooring field, fueling, and the boater's facility. Management of operations would include, but not necessarily be limited to, the following:

A. Operate, supervise, manage, and maintain the Marina daily.
B. Hire, train and supervise marina staff. These individuals will be employees of the contractor.

C. Implement a dress code and provide on-site personnel with uniforms and name tags to be worn at all times while on duty.
D. Maintain experienced staff and management for marina operations.
E. Solicit, negotiate, prepare, administer and manage licenses, occupancy agreements, marketing agreements and service contracts (including, without limitation, engineering, telephone, security, and exterminator services), staffing and personnel needs, and other services which are reasonably necessary for the Marina's facilities.
F. Collect and manage all payments for services and related deposits.
G. Administer slip assignments.
H. Administer evictions and remove abandoned vessels.
I. Account for and report on Marina financial operations. Ensure that an appropriate dockage reservation system and accounting system is in place and that it has capabilities to export results of operations in a format compatible with the City's financial management system.
J. Prepare and implement annual Health and Safety Plan and Facility Maintenance Plan.
K. Implement the Marina's hurricane plan.
L. Administer a customer service program for the Marina.
M. Prepare and implement advertising, promotional activities, and marketing plans.
N. Design, maintain and update City Marina web page to incorporate the use of a variety of popular social media links (all information shall be property of the City).
O. Purchase, in accordance with the approved operating budget, all equipment, tools, appliances, materials, and supplies reasonably necessary or desirable for the care, maintenance and operation of the Marina.
P. Operate a full-service marina facility in a manner to maximize occupancy and revenues for the Marina.
Q. Provide a wide array of services and improve the level and variety of services available for the benefit and enjoyment of the Marina occupants and the boating community.
R. Protect the City's capital investment in the Marina facilities through the exercise of high standards of management, operation, and maintenance.
S. Act as the sole and exclusive managing agent of the City to manage, operate and maintain the Marina facilities.
T. Establish and adjust fees, prices, rates and rate schedules for use of the Marina facilities and all licenses, agreements or contracts and any other commitments for the Marina's facilities.
U. Use diligent efforts to cause all users of the Marina's facilities to adhere to posted Marina rules; strictly enforce such rules; and, comply with such rules.
V. Ensure that the conditions specified in the grants used to fund the Marina's construction are adhered to without exception.
W. Work in cooperation with City staff to ensure the Marina's smooth operations.
X. Work specifically with the City Finance Department, as required, to develop and manage financial operations and financial reporting.
Y. Implement the Marina's approved budget.
Z. Schedule, coordinate, facilitate, attend and serve as City representative for all meetings of the City's Marina Advisory Board.

Lease and management proposals should include the proposed revenues or costs to the City for such services. Management proposals should also address the experience and capabilities to perform the above tasks. The City recognizes that specific components of a lease or management agreement will require additional negotiation with the selected Submitter.

CITY OF FERNANDINA BEACH
REQUEST FOR PROPOSAL 2020-02
MANAGING AND/OR LEASING MARINA FACILITIES

CONTENT OF SUBMITTALS

Submittals should include the following:

- A narrative introductory cover letter (not to exceed two pages).
- Three examples of previous work similar in nature to this project, including appropriate contact information (not to exceed one page per example).
- Professional backgrounds of personnel to be involved with this project, including the identification of the lead project manager (not to exceed three pages).
- Any other information that may be of interest to the City or relevant to the submittal (including aforementioned operational elements A-Z).
- City Exhibits A-H.

EVALUATION PROCESS

Submittals shall be reviewed and evaluated by an Evaluation Committee (members appointed by the City Manager) as follows:

CRITERIA	
Technical capabilities	30 points
Previous experience	30 points
Financial component	40 points

Following an Evaluation Committee review and recommendation, the City's Marina Advisory Board will review and provide a recommendation to the City Commission for consideration and approval to begin further discussions with the selected Submitter. A final agreement will require City Commission approval.

AWARD

Award recommendation by the Evaluation Committee will be based upon the most responsive and responsible submittal. The City reserves the right, based upon its deliberations and in its opinion, to accept or reject any or all submittals. The City also reserves the right to waive minor irregularities or variations to the specifications and in the qualifying process.

Successful submitter is required to have a Business License in the city where its home office is located. If Submitter's business office is in the City of Fernandina Beach, FL, a business tax license is required.

PROPOSAL PACKAGE

Proposal documents and specifications can be downloaded online at www.fbfl.us/bids. Any questions regarding the proposal package can be directed in writing to Wanda Weaks, Purchasing Agent, at wweaks@fbfl.org.

CITY OF FERNANDINA BEACH
REQUEST FOR PROPOSAL 2020-02
MANAGING AND/OR LEASING MARINA FACILITIES

GENERAL CONDITIONS OF REQUEST FOR PROPOSAL

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

2. **SUBMISSION OF PROPOSAL**
   a. Proposals and changes thereto shall be enclosed in sealed envelopes and addressed as instructed on the Proposal Form. The name and address of the Proposer, the date and hour of the Request for Proposal submittal opening, and the material or service shall be placed on the outside of the envelope.
   b. REQUEST FOR PROPOSAL must be submitted on the forms furnished. Electronic Proposals will not be considered.

3. REJECTION OF PROPOSAL

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

4. WITHDRAWAL OF PROPOSAL

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

5. LATE PROPOSAL

a. REQUEST FOR PROPOSAL and modifications received after the time set for the opening will not be considered.
b. Modifications in writing received prior to the time set for the opening will be accepted.

6. LOCAL, STATE, AND FEDERAL COMPLIANCE

a. Proposers shall comply with all local, state, and federal directives, orders and laws as applicable to the REQUEST FOR PROPOSAL and subsequent contract(s) in accordance with the requirements as stated in CFR 200.321, including but not limited to Equal Employment Opportunity (EEO), Minority Business Enterprise (MBE), and Occupational Safety and Health Administration (OSHA) as applicable to this contract.
b. A "Public Entity Crimes Statement", in accordance with Florida Statutes, Section 287.133 (3) (a), on Public Entity Crimes, attached hereto as "Exhibit B", must be received at the time of the proposal.
c. A "Drug Free Workplace Certification" attached hereto as "Exhibit C", must be received at the time of the proposal.
d. The City of Fernandina Beach requires that the Proposer selected will not discriminate under the contract against any person, in accordance with federal, state and local government regulations.
e. An "E-Verify Statement" attached hereto as "Exhibit D" must be received at the time of the proposal.

7. AWARD OF REQUEST FOR PROPOSAL

a. The REQUEST FOR PROPOSAL will be awarded to the most responsive and responsible proposer offering the best value to the City of Fernandina Beach.
b. The City reserves the right to accept and award item by item, and/or by group, or in the aggregate.
c. A written award of acceptance (Purchase Order), mailed or otherwise furnished to the successful Proposer shall result in a binding contract without further action by either party.

d. Unless otherwise noted in the specifications, the length of the agreement shall be one year, with two, one-year renewals possible based on the mutual consent of the parties.
e. Upon award, for construction projects, the Contractor will be required to complete/execute the City's Contract and General Conditions for Construction Services. An example of the contract can be found on the City's website at www.fbfl.us/bids, Bids and Purchasing web page.
f. Agreement may be cancelled with 60 days notice unless otherwise stated in signed contract documents.

8. NOT RESPONSIBLE FOR COSTS

a. The City shall not be responsible for any cost incurred by a prospective Proposer in responding to this REQUEST FOR PROPOSAL.

9. BONDS

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

PROPOSAL BOND:

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

PERFORMANCE AND PAYMENT BONDS:

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

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

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

10. PUBLIC INFORMATION

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

11. ADDITIONAL INFORMATION

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

12. QUESTIONS

a. Any questions about the REQUEST FOR PROPOSAL should be communicated per instructions in the REQUEST FOR PROPOSAL.

13. INDEMNIFICATION AND INSURANCE

INDEMNIFICATION

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

contained in the foregoing indemnification shall be construed to be a waiver of any immunity or limitation of liability the CITY may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

INSURANCE

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

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

A. Worker's Compensation and Occupational Disease Insurance in accordance with the applicable law or laws; Employer's Liability Insurance with limit of at least One Million ($1,000,000) Dollars. This includes sole proprietorships and officers of corporations who will be performing work on the job.

B. Commercial General Liability with a combined Bodily Injury and Property Damage limit of not less than ONE Million ($1,000,000.00) Dollars per occurrence and TWO Million ($2,000,000) Dollars in the aggregate. The aggregate must be applicable on a per project basis. Coverage must include the following perils:
   1. Broad Form Blanket Contractual Liability for liability assumed under this Contract and all other Contracts relative to the project.
   2. Completed Operations/Products Liability.
   3. Broad Form Property Damage
   4. Personal and Advertising Injury Liability
   5. Independent Contractors
   6. Endorsements must be furnished reflecting the inclusion of the interests of Owner, Construction Manager, General Contractor, Contractor, (your company) , their officers, directors, partners, representatives, agents and employees, and naming each as an Additional Insured on a primary and non-contributing basis.
   7. Coverage is to be endorsed to reflect that insurance is to be primary and non-contributory with respect to any other collectable insurance, for the Owner, General Contractor, Contractor, (your company) and all other parties required to be named as additional insureds.
   8. Coverage is to be provided on an "occurrence" basis with carriers licensed and admitted to doing business in the State of [your state] or otherwise acceptable to the Contractor (your company).
   9. A copy of policy and/or endorsement(s) and any other documents required to verify such insurance are to be submitted with the appropriate certificate(s), or upon the request of Contractor (your company). Failure to provide these

documents is not to be construed as a waiver of the requirements to provide such insurance.

C. Commercial Automobile Liability Insurance covering the use of all Owned, Non-Owned, and Hired Vehicles with combined Bodily Injury and Property Damage Limit of at least One Million ($1,000,000.00) Dollars.

D. Umbrella I Excess Liability Insurance with a limit of no less than One Million ($1, 000,000) Dollars minimum per occurrence.

E. During the term of this agreement, (if applicable) the Contractor/Vendor will carry Professional Liability Insurance which will cover liability for any damage or non-performance on account of any error, omission, or other provable negligence caused by the Contractor/Vendor. The amount of insurance shall not be less than $1,000,000 per occurrence and aggregate.

F. Loss Deductible – If the insurance of any CONTRACTOR/VENDOR contains deductible(s), penalty(s) or self-insured retention(s), the CONTRACTOR/VENDOR Whose insurance contains such provision(s) shall be solely responsible for payment of such deductible(s), penalty(s) or self-insured retention(s).

G. Where an Off Project Site Property exposure exists, the Contractor at its sole expense shall furnish to the Owner and Contractor (your company) Certificates of Insurance and other required documentation evidencing the following coverage which shall provide for the interests of [Name of Owner] , [Name of General Contractor] and (your company) to be named as Loss Payees and shall
contain a provision requiring the insurance carriers to waive their rights of subrogation against all indemnities named in the contract.
"All Risk" Property Insurance on all materials, equipment and supplies intended to become a permanent part of the construction stored on premises away from the project site and while in transit, until actually delivered to the project site. Coverage is to be provided on a replacement cost basis.

H. The above insurances shall each contain the following wording verbatim: "[Name of Owner], [Name of General Contractor] , and (your company) are interested in the maintenance of this insurance and it is agreed that this insurance will not be canceled , materially changed or not renewed without at least a thirty (30) day advance written notice to [Name and address of Owner] , [Name and address of General Contractor] and [Name and address of your company] by certified mail-return receipt requested ."

I. The amount of insurance contained in the aforementioned insurance coverages shall not be construed to be a limitation of the liability on the part of the Subcontractor or any of its Subcontractors.

J. The Contractor shall file certificates of insurance prior to the commencement of work with the Owner and the General Contractor which shall be subject to the Owner, General Contractor and (your company) approval of adequacy of protection and the satisfactory character of the Insurer.

K. Any type of insurance or any increase of limits of liability not described above which the Subcontractor requires for its own protection or on account of statute shall be its own responsibility and at its own expense.

L. The carrying of the insurance described shall in no way be interpreted as relieving the Contractor or Subcontractor of any responsibility of liability under this Contract.

M. Any policies effected by the Contractor on its Owned and/or Rented Equipment and Materials shall contain a provision requiring the insurance carriers to waive their rights of subrogation against the [Name of Owner], [Name of General Contractor], [Name of Contractor (your company)] and all other indemnities' named in the Contract.

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

14. PAYMENT

Payment due hereunder shall be made by the City to CONTRACTOR/VENDOR in accordance with the Florida Prompt Payment Act. The City's preferred method of payment is electronically by credit card/line. Upon award, CONTRACTOR/VENDOR will

be contacted by the City's provider, Commerce Bank, to participate in the City's electronic payments program. **CONTRACTOR/ VENDOR must state on Exhibit "A" Contact/Proposal Form whether they accept credit card payments and provide their Accounting Department contact name, phone number and email address.**

15. PROPOSAL PROTESTS

Proposal protest conditions and procedures are in accordance with City Ordinances – Part 2, Chapter 2, Article VII, Division 2, Section 2-444.

16. FEDERAL GRANT MONEY

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

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.

EXHIBITS

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

EXHIBIT "A"
CONTACT SHEET

Name: _____

Federal Taxpayer ID: _____

Mailing Address: _____

City, State, & Zip Code: _____

Telephone: _____ **Fax:** _____

Email: _____

Submitted By: _____

Title: _____

FIRM Accepts Credit Cards*: Yes No

Accounting Contact:

Name: _____**Title:**_____

Email Address: _____ **Phone:** _____

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

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

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.

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

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

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

EXHIBIT "E"

PROPOSER ACKNOWLEDGEMENTS AND AGREEMENTS

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

1. INTRODUCTION AND GENERAL INFORMATION
   Understands and agrees to all terms.

2. PROPOSAL INSTRUCTIONS, TERMS AND CONDITIONS
   Understands and agrees to all terms.

3. EVALUATION AND CONTRACT OVERVIEW
   Understands and agrees to all terms.

4. PROPOSER'S RESPONSE: SUBMITTAL INFORMATION
   Understands and agrees to all terms.

5. PROPOSER'S RESPONSE: PROPOSED TEAM
   Understands and agrees to all terms.

6. PROPOSER'S RESPONSE: PROPOSED COMPENSATION
   Understands and agrees to all terms.

Name: _____Title: _____

Signature: _____Date: _____

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH
REQUEST FOR PROPOSAL 2020-02
MANAGING AND/OR LEASING MARINA FACILITIES

EXHIBIT "F"

CONFLICT OF INTEREST STATEMENT

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

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

My name is_____and my relationship to the entity named above is_____.

1. The above named entity is submitting a Proposal for the City of Fernandina Beach.
2. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon his/her own knowledge.
3. The Affiant states that only one submittal for the above proposal is being submitted and that the above named entity has no financial interest in other entities submitting proposals for the same project.
4. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above proposal. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.
5. Neither the entity not 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.

_____ My Commission expires: _____
Notary Signature

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH
REQUEST FOR PROPOSAL 2020-02
MANAGING AND/OR LEASING MARINA FACILITIES

EXHIBIT "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

EXHIBIT "H"

DISPUTES DISCLOSURE FORM

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

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

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

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

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

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

Firm Date

Authorized Signature Printed or Typed Name and Title

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 1
For
RFP 2020-02 MARINA MANAGEMENT-LEASING

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

ADDENDUM No. 1

The following changes are applicable to the original RFP documents and specifications of **RFP 2020-02**. This Addendum No.1 now becomes part of the original Request for Proposal and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting the proposal. Failure to do so may disqualify the submittal.

Submitters shall thoroughly familiarize themselves with the contents of this Addendum before submitting the proposal.

NAME: _____TITLE: _____

ADDRESS: _____

CITY: _____STATE: _____

AUTHORIZED SIGNATURE: _____DATE: _____

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 1
For
RFP 2020-02 MARINA MANAGEMENT-LEASING

1. The RFP opening will be extended until April 30, 2020 at 2:00pm.

2. The budge for this can be found at https://www.fbfl.us/417/Budget.

3. Current contract attached.

RESOLUTION 2014-141

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA ACCEPTING AND APPROVING A MANAGEMENT AGREEMENT AND A LEASE AGREEMENT WITH WESTREC MARINA MANGEMENT, INC.; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on September 21, 2009, the City Commission selected Westrec Marina Management, Inc.'s ("Westrec") proposal to manage the City's Marina and authorized negotiations of an agreement; and

WHEREAS, the City Commission approved a 5-year Marina Management Agreement and 5-year Lease Agreement for the dockhouse on December 15, 2009; and

WHEREAS, the 2009 Management Agreement and Lease Agreement will expire in December 2014; and

WHEREAS, the City Commission wishes to enter into a new Marina Management Agreement and Lease Agreement with Westrec, and both can be terminated by the City or Westrec without cause by giving 90 days' notice; and

WHEREAS, the management fees including the variable fees are included in the FY 2014/215 budget in the Marina Contractual account, 480-7500-575.3400.

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

SECTION 1. The City Commission hereby accepts and approves the Marina Management Agreement, attached hereto as Exhibit "A", and the Lease Agreement, attached hereto as Exhibit "B", with Westrec Marina Management, Inc. to manage the Marina and lease the dockhouse building located at 1 North Front Street.

SECTION 2. The City Manager and City Clerk are authorized to execute both agreements on behalf of the City upon approval of the City Attorney.

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

ADOPTED this 7th day of October, 2014.

ATTEST:

Caroline Best
City Clerk

CITY OF FERNANDINA BEACH

Edward E. Boner
Commissioner-Mayor

APPROVED AS TO FORM AND LEGALITY:

Tammi E. Bach
City Attorney

WESTREC
MARINAS

SOUTHERN REGIONAL OFFICE
801 North East Third Street, Dania Beach, Florida 33004
Phone 954-926-0300 ext. 4 Fax 954-922-5485
Email westrecsrmtv@prodigy.net

15 April 2014

Mr. Joe Gerrity, City Manager
The City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034

RE: The Fernandina Harbor Marina

Dear Joe,

It was nice meeting with you last month regarding the Fernandina Harbor Marina and the renewal of Westrec Marinas' contract to manage the property on behalf of the City. You expressed the City's desire to reduce expenses, and we discussed possibly cutting full-time marina positions and replacing them with part-time staff. I am concerned how this might affect the quality of service we provide and Westrec's reputation for personalized service that we have established at the Marina since our management contract began. As a result of our discussion, I have given considerable thought to how we could reduce the expenses of the Marina without compromising customer service or impacting its operations. Therefore, I would like to propose the following changes (with the City Commission's approval) to go into effect upon renewal of our management agreement this Fall.

1) We will reduce the full time staff by only one person, changing one of the fuel dock clerk / dockhand positions to part-time seasonal employment for 8 months out of the year, with the position eliminated during the 4 winter months. By instituting this, the annual savings would be $8,800.00.

2) Rather than cutting a second full time person to part-time seasonal in the same fashion as described above, and risk the quality of service that we are able to deliver to marina customers and the reputation we have built up there, we would instead reduce our annual management fee by $8,800.00 (the value of making that change).

3) During the 4 winter months, (November through February) we would close at 6:00 pm instead of 8:00 pm corresponding with Daylight Savings Time. This would save an additional $6,160.00.

Under this scenario, the City would retain Westrec's professional marina management services which include considerable promotion of the Fernandina Harbor Marina through our regional advertising and marketing program and all accounting and payroll operations for the marina, at a savings of $23,760.00. ($8,800.00 + $8,800.00 + $6,160.00). Westrec would like to renew our management agreement for a term of three years with two (one-year) options, the same time period as was our initial contract. I strongly believe that renewing Westrec's management contract for the operation of the Fernandina Harbor Marina provides far more than just numbers to the bottom line. Our company's experience and excellence in operations is widely known. If you have any questions regarding these proposed changes or anything with regard to our operations, please do not hesitate to contact me directly.

Best Regards,

Gary Groenewold
Vice President, Southern Area

GG/mtv

cc: Bill Anderson, Jeff Ellis, John Louis

LEASE

THIS LEASE (the **"Lease"**) made this 7th day of October 2014, between **the City of Fernandina Beach, Florida**, whose principal address is **204** Ash Street, Fernandina Beach, Florida 32034 (hereinafter referred to as **"Landlord"),** and **Westrec Marina Management, Inc.** a California corporation whose principal address is 16633 Ventura Boulevard, 6th Floor, Encino California 91436 (hereinafter referred to as **"Tenant"**).

1. **DEMISED PREMISES**. In consideration of the rents, covenants and Leases hereinafter reserved and contained on the part of the Tenant to be observed and performed, the Landlord demises and leases to the Tenant, and the Tenant rents from the Landlord those certain premises, known as the Dock House Retail, now erected and located at One North Front Street, Fernandina Beach, FL 32034 ,Fernandina Beach, Nassau County, State of Florida, which premises consists of a floor area of approximately six hundred (600) square feet and outdoor space contiguous to the present building. The premises shall be referred to herein as the **"Demised Premises"**. The land upon which the Demised Premises are located is referred to herein as the **"Land"**. This Lease and the rights of the parties set forth herein shall create the relationship of "landlord" and tenant" only between Landlord and Tenant. The exact legal description is set forth on **Exhibit "A".**

2. **TERM**. The term of this Lease shall continue ~~be~~, until either party gives the other party at least ninety (90) days written notice of termination,

3. **RENT**.

A. Base Rent. For each month under the term of this Lease, Tenant agrees to pay Landlord a Monthly Base Rent for the Demised Premises. The Monthly Base Rent shall be the greater of twenty five hundred dollars ($2,500) or 25% of the Monthly Gross Retail Sales. Said Base Rent shall be paid in arrears not later than the 10th day of each and every calendar month during said term. In addition to said Base Rent, Tenant agrees to pay the amount of the rental adjustments as and when hereinafter provided in this Lease. Said rental (including Base Rent, Additional Rent and all other sums payable to Landlord under this Lease) shall be paid to Landlord, without deduction or offset, in lawful money of the United States of America, which shall be legal tender at the time of payment, at the office of Landlord or to such other person or at such other place as Landlord may from time to time designate in writing.

4. **ADDITIONAL RENT**. Taxes. Tenant hereby agrees to pay any and all real property taxes and personal property taxes, sales taxes, charges and assessments which are levied,

assessed upon or imposed by any governmental authority or political subdivision thereof during any calendar year of the term hereof with respect to the Land and all buildings, including the Demised Premises, located thereon.

5. **USE OF DEMISED PREMISES**. Tenant's Business. The Demised Premises shall be used and occupied by Tenant for general retail purposes, including the sale of marina related retail items.

6. **OPTION TO RENEW**. Tenant may elect to extend the term of this Lease, with approval by the Fernandina Beach City Commission, in its sole discretion, which shall not be unreasonably withheld, upon the same covenants and conditions as herein provided. If Tenant shall elect to extend the term of this Lease, it shall do so by giving Landlord written notice at least one hundred eighty (180) days prior to the expiration of the primary term or of the then current extension.

7. **UTILITIES**. Tenant shall be solely responsible for, and shall promptly pay, all charges for use or consumption for water, sewer, telephone, sanitation, heat, gas, electricity or any other utility services.

8. **MAINTENANCE AND REPAIRS**. Tenant Responsibility. Tenant shall at Tenant's sole cost and expense keep and maintain the Demised Premises in good condition and repair; except damage thereto from causes beyond the reasonable control of Tenant. All damage or injury to the Demised Premises caused by the act or negligence of Tenant, its employees, agents or visitors, shall be repaired by Tenant at Tenant's sole cost and expense. Tenant shall upon the expiration or sooner termination of the term hereof surrender the Demised premises to Landlord in the same condition as they existed on the Commencement Date, ordinary wear and tear and damage from causes beyond the reasonable control of Tenant excepted. Landlord shall have no obligation to alter, remodel, improve, decorate, or paint the Demised Premises or any part thereof, and the parties hereto affirm that Landlord has made no representations to Tenant respecting the condition of the Demised Premises, except as specifically herein set forth. Tenant accepts the Demised Property in its "as is" condition.

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

liability the Landlord may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

10. **MECHANIC'S LIENS.** Tenant shall have no authority to subject the Demised Premises or the Land, or any part thereof or any interest of Landlord therein, to any mechanic's or other lien. Should any mechanic's or other liens be filed against the Demised Premises or the Land or any part thereof or any interest of Landlord therein, by reason of Tenant's acts or omissions or because of a claim against Tenant, Tenant shall cause the same to be canceled and discharged of record by bond or otherwise within ten (10) days after notice by Landlord.

11. **INSURANCE.**

A. Tenant Insurance/Property Damage. At all times during the term hereof, Tenant shall maintain in effect policies of property damage insurance covering: (i) all leasehold improvements (including any alterations, additions or improvements as may be made by Tenant pursuant to provisions of Paragraph 14 hereof) and in which Tenant may have an insurable interest; and (ii) trade fixtures, merchandise and other personal property from time to time in, on or upon the Demised Premises, in an amount not less than one hundred percent (100%) of their actual replacement cost from time to time during the term of this Lease, providing protection against any peril included within the classification "Fire and Extended Coverage" together with insurance against vandalism and malicious mischief. The proceeds of such insurance shall be used for the repair or replacement of the property so insured. Upon termination of this Lease following a casualty as set forth herein, the proceeds under subsection (i) shall be paid to Landlord and the proceeds under subsection (ii) shall be paid to Tenant.

B. Tenant Liability Insurance. Tenant shall, at all times during the term hereof and at its own cost and expense, procure and continue in force comprehensive general liability insurance for bodily injury and property damage, adequate to protect Landlord against liability for injury to or death of any person, arising in connection with the construction of improvements on the Demised Premises or use, operation or condition of the Demised Premises. Such insurance at all times shall be in an amount of not less than a combined single limit of One Million and 00/100 Dollars ($1,000,000.00), insuring against any and all liability of the insured with respect to the Demised Premises or arising out of the use or occupancy thereof.

C. Policy Form. All insurance required to be carried by Tenant hereunder shall be issued by responsible insurance companies, qualified to do business in the State of Florida. Each policy shall name Landlord as an additional insured, as their respective interests may appear, and copies of all policies or certificates evidencing the existence and amounts of such insurance shall be delivered to Landlord by Tenant at least ten (10) days prior to Tenant's occupancy of the Demised Premises. No such policy shall be cancelable or materially altered except after ten (10) days prior written notice to Landlord. Tenant shall furnish Landlord with renewals or "binders" of any such policy at least ten (10) days prior to the expiration thereof.

12. **DAMAGE AND RESTORATION.**

A. Tenant's Obligations. In the event the Demised Premises, or any portion thereof, should be damaged or destroyed, Tenant may, at its option reconstruct or restore the Demised Premises after any damage or destruction thereof.

B. Abatement of Rent. During the period commencing with the date of any such damage or destruction which Landlord elects hereunder to repair, reconstruct or restore, and ending with the completion of such repairs, reconstruction or restoration, the Base Rent and Additional Rent shall be proportionately abated in an amount equal to the proportion thereof which the number of square feet of gross floor area in the Demised Premises rendered un-tenantable thereby bears to the total number of square feet of gross floor area in the Demised Premises immediately prior to such damage or destruction. The full amount of said Base Rent and all other charges shall again become payable immediately upon the completion of such work of repair, reconstruction or restoration.

13. **RENOVATION.** Tenant shall have the right to renovate or remodel the current building, subject to approval by Landlord, which shall not be unreasonably withheld. The costs associated with renovation and remodeling shall include the cost of construction, permitting and design, and shall be referred to herein as Renovation Costs. The Renovation Costs shall be subject to City approval.

14. **EMINENT DOMAIN**. If the whole of the Demised Premises shall be taken, or such part thereof, shall be taken as shall substantially interfere with Tenant's use and occupancy of the balance thereof, under power of eminent domain, or sold, transferred, or conveyed in lieu thereof, either Tenant or Landlord may terminate this Lease as of the date of such condemnation or as of the date possession is taken by the condemning authority, whichever date occurs later. No award for any partial or entire taking shall be apportioned, and Tenant hereby assigns to Landlord any award which may be made in such taking or condemnation, together with any and all rights of Tenant now or hereafter arising in or to the same or any part thereof; provided, however, that nothing contained herein shall be deemed to give Landlord any interest in or require Tenant to assign to Landlord any award made to Tenant for the taking of personal property and fixtures belonging to Tenant and removable by Tenant at the expiration of the term hereof, as provided hereunder or for the interruption of, or damage to Tenant's business or for relocation expenses recoverable against the condemning authority. No temporary taking of a part of the Demised Premises, including parking facilities, shall give Tenant any right to terminate this Lease or to any abatement of rent hereunder.

15. **QUIET ENJOYMENT**. Landlord shall not take any action that restricts Tenant's quiet enjoyment of the property, except as provided hereunder. Landlord shall provide adequate access to the property during the term of the Lease including non-exclusive use of existing parking areas. Landlord shall have the right to improve the Demised Premises and surrounding areas, including but not limited to, the parking areas and waterfront property on the Amelia River. Tenant hereby acknowledges and understands that construction activity and/or disruption of Tenant's use and business enterprise on the Demised Premises is likely. No construction activity and/or disruption of Tenant's use and business enterprise on the Demised Premises, including parking facilities, shall give Tenant any right to terminate this Lease or to any abatement of rent hereunder, except as approved by the City Commission.

16. **DEFAULT BY TENANT/REMEDIES.**

A. **Defaults**. The occurrence of any one or more of the following events shall constitute a material default and breach of this Lease by Tenant:

1. The vacating or abandonment of the Demised Premises by Tenant.

2. The failure by Tenant to make any payment of rent or any other payment required to be made by Tenant hereunder, as and when due, where such failure shall continue for a period of ten (10) days after written notice thereof from Landlord to Tenant.

3. The making by Tenant of any general arrangement or assignment for the benefit of creditors, whereby; (a) Tenant becomes a "debtor" as defined in 11 U.S.C. §101 or any successor statute thereto (unless, in the case of a petition filed against Tenant, the same is dismissed within sixty (60) days); (b) the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located at the Demised Premises or of Tenant's interest in this Lease, where possession is not restored to Tenant within thirty (30) days; or (c), the attachment, execution or other judicial seizure of substantially all of Tenant's assets located at the Demised Premises or of Tenant's interest in this Lease, where such seizure is not discharged within thirty (30) days. Provided, however, in the event that any provision of this subparagraph is contrary to any applicable law, such provision shall be of no force or effect.

B. **Remedies**. In the event of any such material default or breach by Tenant, Landlord may at any time thereafter, with or without notice or demand and without limiting Landlord in the exercise of any right or remedy which Landlord may have by reason of such default or breach:

1. Terminate Tenant's right to possession of the Demised Premises by any lawful means, in which case this Lease shall terminate and Tenant shall immediately surrender possession of the Demised Premises to Landlord. In such event Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default including, but not limited to, the cost of recovering possession of the Demised Premises; expenses of re-letting, including necessary renovation and alteration of the Demised Premises, reasonable attorney's fees, and any real estate commission actually paid; the worth at the time of award by the court having jurisdiction thereof of the amount by which the unpaid rent for the balance of the term after the time of such award exceeds the amount of such rental loss for the same period that Tenant proves could be reasonably avoided; that portion of any leasing commission paid by Landlord applicable to the unexpired term of this Lease.

2. Maintain Tenant's right to possession in which case this Lease shall continue in effect whether or not Tenant shall have abandoned the Demised Premises. In such event Landlord shall be entitled to enforce all of Landlord's rights and

remedies under this Lease, including the right to recover the rent as it becomes due hereunder.

3. Pursue any other remedy now or hereafter available to Landlord under the laws or judicial decisions of the state wherein the Demised Premises are located. Unpaid installments of rent and other unpaid monetary obligations of Tenant under the terms of this Lease shall bear interest from the date due at the maximum rate then allowable by law.

17. **DEFAULT BY LANDLORD/REMEDIES/EXCULPATION**. Landlord shall not be in default unless Landlord fails to perform obligations required of Landlord within a reasonable time, but in no event shall Landlord be deemed in default sooner that thirty (30) days after written notice by Tenant to Landlord, specifying wherein Landlord has failed to perform such obligation; provided, however, that if the nature of Landlord's obligation is such that more than such thirty (30) days are required for performance, then Landlord shall not be in default if Landlord commences performance within such thirty (30) day period and, thereafter, diligently prosecutes the same to completion. Anything in this Lease to the contrary notwithstanding, Landlord shall be liable for any damages resulting from its default under the terms of this Lease.

18. **ASSIGNMENT AND SUBLETTING.** Tenant shall be permitted to assign this Lease or sublet its rights, duties, or obligations hereunder with the prior written consent of Landlord, which consent shall not be unreasonably withheld.

19. **END OF TERM.**

A. At the expiration of this Lease, Tenant shall surrender the Demised Premises in the same condition as it was in upon delivery of possession thereto under this Lease, reasonable wear and tear excepted, and shall deliver all keys and combinations to locks, safes and vaults to Landlord. Before surrendering the Demised Premises, Tenant shall remove all its personal property, trade fixtures, inventory, alterations, additions and decorations, and shall repair any damage caused thereby. Tenant's obligations to perform this provision shall survive the end of the term of this Lease. If Tenant fails to remove its property upon the expiration of this Lease, the said property, at Landlord's option, shall be deemed abandoned and shall become the property of Landlord.

B. If the Demised Premises are not surrendered at the end of the term, then Tenant shall indemnify Landlord against loss or liability resulting from delay by Tenant in so surrendering the Demised Premises, including, without limitation, any claims founded on such delay made by any succeeding occupant of the Demised Premises or any part thereof, and Tenant shall be liable to Landlord for any and all legal expenses, costs, and fees incurred by Landlord in obtaining the possession of the Demised Premises.

20. **HOLDING OVER**. Any holding over after the expiration of this term or upon termination, shall be construed to be a tenancy from month to month and shall otherwise be on the terms herein specified so far as applicable.

21. **NO WAIVER**. Failure of Landlord to insist upon the strict performance of any provision or to exercise any option or enforce any rules and regulations shall not be construed as a waiver for the future of any such provision, rule or option. The receipt by Landlord of rent with knowledge of the breach of any provision of this Lease shall not be deemed a waiver of such breach. No provision of this Lease shall be deemed to have been waived unless such waiver be in writing signed by Landlord. No payment by Tenant or receipt by Landlord of a lesser amount than the monthly rent shall be deemed to be other than on account of the earliest rent then unpaid nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy provided in this Lease.

22. **NOTICES**. Any notice, demand, request or other instrument which may be or required to be given under this Lease shall be delivered in person or sent by United States Certified or Registered Mail, postage prepaid, and shall be addressed to either party at the address as hereinabove given. Any notice shall be deemed delivered upon hand deliver or three (3) days after depositing such notice in postal receptacles, return receipt requested. Either party may designate such other address as shall be given by written notice.

23. **RECORDING**. Tenant shall record this Lease.

24. **PARTIAL INVALIDITY**. If any provision of this Lease or application thereof to any person or circumstance shall, to any extent, be invalid, the remainder of this Lease or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby and each provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

25. **PROVISIONS BINDING, ETC.** Except as otherwise expressly provided, all provisions herein shall be binding upon and shall inure to the benefit of the parties, their legal representatives, successors and assigns and any sale by Landlord of the Land or of the Demised Premises shall be subject to this Lease provided the same is not in default at the time of such sale. Each provision to be performed by Tenant shall be construed to be both a covenant and a condition, and if there shall be more than one lessee, they shall all be bound, jointly and severally, by these provisions.

26. **ENTIRE LEASE, ETC.** This Lease and the Exhibits, Riders and/or Addenda if any attached, set forth the entire Lease between the parties. Any prior conversations or writings are merged herein and extinguished. No subsequent amendment to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by the party sought to be charged. Submission of this Lease for examination does not constitute an option for the Demised Premises and becomes effective as a Lease only upon execution and delivery thereof by Landlord to Tenant. It is herewith agreed that this Lease contains no restrictive covenants in favor of Tenant. The captions and numbers appearing herein are inserted only as a matter of convenience and are not intended to define, limit, construe or describe the scope or intent of any paragraph, nor in any way affect this Lease.

27. **NO PARTNERSHIP**. Nothing contained in this Lease shall, or shall be deemed or construed so as to create the relationship of principal-agent, joint venturers, co-adventurers, partners or co-tenants between Landlord and Tenant; it being the express intention of the parties that they are and shall remain independent contractors one as to the other.

28. **RADON GAS DISCLOSURE**. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

29. **PUBLIC RECORDS LAW REQUIREMENTS.** Pursuant to Section 119.0701, Florida Statutes, Westrec shall: (a) keep and maintain all public records as that term is defined in Chapter 119, Florida Statutes ("Public Records"), that ordinarily and necessarily would be required by the City in order to perform the work contemplated by this Agreement; (b) provide the public with access to Public Records, on the same terms and conditions that the City would provide the records and at a cost that does not exceed the costs provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that Public Records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; (d) meet all requirements for retaining Public Records and transfer, at no cost to the City, all public records in possession of Westrec within thirty (30) days after termination of this Agreement, however terminated, and destroy any duplicate Public Records that are exempt or confidential and exempt from public records disclosure requirements and provide the City with a letter confirming that this has been done within thirty (30) days of the termination of this Agreement. All Public Records stored electronically must be provided to the City in a format that is compatible with the information technology of the City. If Westrec does not comply with a public records request, the City may pursue any and all remedies available in law or equity, including but not limited to specific performance.

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Lease as of the day and year first above written.

LANDLORD:

ATTEST:

CITY OF FERNANDINA BEACH

Caroline Best
Caroline Best, City Clerk

Joe Gerrity
Joe Gerrity, City Manager

APPROVED AS TO FORM AND LEGALITY:

Tammi E. Bach, City Attorney

WITNESS:

TENANT:

WESTREC MARINA MANAGEMENT, INC., a California Corporation

Mary Pastore
Witness Signature

By: W. Anderson

Name: WILLIAM W. ANDERSON

MARY PASTORE
Print Name of Witness

Title: PRESIDENT

Exhibit A

DOCKHOUSE & FUEL DOCK

A building and adjacent dock area which is utilized for marina operations, including retail sales, fuel dispensers and outdoor display area that is located upon a floating dock located within the City of Fernandina Beach Marina, more particularly described as:

A portion of the floating dock lying west of and immediately adjacent to the west property line of Water Lot 25, City of Fernandina Beach, Nassau County Florida as shown on the Official Plat of said City as lithographed and issued by the Florida Railroad Company in 1857 and enlarged, revised and re-issued by the Florida Town Improvement Company in 1887 and 1901, said portion of floating dock being approximately 50 feet long by 20 feet wide.

Encumbering 1,000 square foot, more or less.

Resolution 2014-141
Exhibit "A"

Date: September 18, 2014

Marina Management Agreement

Between Westrec Marina Management, Inc.,

and

City of Fernandina Beach, Florida

Table of Contents

1. Documents Comprising Contract....1
2. General Contract Terms....2
3. Management....5
4. Authority of Westrec....6
5. Duties of City....12
6. Compensation of Westrec....12
7. Fiscal Non-funding....13
8. Audit....13
9. Public Emergencies....13
10. Sales Tax....13
11. City's Ownership of Improvements....13
12. Hours of Operation....13
13. Termination by the City or Westrec....14
14. Limiting Legislative or Judicial Action....14
15. Nondiscrimination....14
16. Hurricane Preparedness....15
17. Termination of Agreement....15
18. Approvals....15
19. Rights Reserved to the City....15
20. Lien....15
21. Submerged Land Lease....15
22. Compliance with City's Internal Control Processes....15
23. City's Mooring Fields....16
24. Recycled Material....16
25. Infringement of Patent, Trademarks or Copyrights....16
26. Signage....17
27. Condemnation....17
28. Mechanic's Liens....17
29. Indemnity....18
30. Alternative Dispute Resolution....18
31. Current Marina Debt....18
32. Reservations....19
33. Facilities....19
34. Festivals and Special Events....19
35. Collection of Delinquent Accounts....19
36. Use of Trademarks, Service Marks and Related Items....20
37. Public Records Law Requirements....23

MARINA MANAGEMENT AGREEMENT

THIS MARINA MANAGEMENT AGREEMENT (the "Agreement") dated October 7, 2014 is between Westrec Marina Management, Inc., a California corporation ("Westrec"), 16633 Ventura Boulevard, 6th Floor, Encino, CA 91436, and City of Fernandina Beach, Florida, a Municipal Corporation, ("City"), 204 Ash Street, Fernandina Beach, FL, 32034:

RECITALS

A. City owns the Marina located at 1 Front Street, known as Fernandina Harbor Marina (the "Marina").

B. It is the intention of City that the wet slips at the Marina be rented to third parties for use as temporary boat storage facilities, that the other buildings be leased for communal and retail activity, and that the Marina facilities are put to their intended use.

C. Westrec is in the business of managing marinas and currently manages similar facilities.

D. City wants Westrec to manage the Marina and Westrec wants to manage the Marina in accordance with the terms and conditions of this Agreement as hereinafter set forth in the location described as the Marina Operating Area ("MOA") described in Exhibit 3.

E. City's intent in retaining Westrec is to have a vital, financially successful and self-supporting marina by increasing overall net revenue to pay for all fixed and variable costs including annual debt service.

F. The City finds that this Agreement serves both a public purpose and a municipal purpose.

AGREEMENT

NOW, THEREFORE, in consideration for the mutual covenants herein contained, Westrec and City agree as follows:

1. **Documents Comprising Contract.**

The contract shall include this Agreement as well as the following documents which are incorporated herein by reference:

(a) The City of Fernandina Beach Request for Proposal "RFP" (RFP #2009-103), its Exhibits and Attachments issued on June 3, 2009, and all of its addenda.

(b) Westrec's proposal, including its certificate of insurance as required by the RFP and other required documents.

(c) Exhibits

(1) Marina (Tax Free) Debt Service schedule
(2) Marina (Taxable) Debt Service schedule
(3) Marina Operating Area
(4) List of Current Marina Employees and Job Descriptions
(5) Submerged Land Lease

(d) Attachments

(1) Current leases in Marina Operations Area
    (a) One Centre Street Restaurant Group
    (b) Atlantic Seafood
    (c) Amelia Island Charter Fishing Boat Association (month to month)
    (d) Amelia Island Cruises
(2) Florida Inland Navigation District Agreement (FIND)
(3) Boating Infrastructure Grant Program (BIGP)
(4) Applicable City policies
    (a) Purchasing Policies and Procedures
    (b) Budget Policy
    (c) City Sign Code
    (d) Mooring Field Grant
(5) The City 2014-15 Pro Forma Marina Budget

If there is a conflict between the terms of this Agreement and above-referenced documents then the conflict shall be resolved as follows: the terms of this Agreement shall supersede over other documents, and the terms of the remaining documents shall be given preference in their above-listed order.

2. **General Contract Terms.**

(a) **Non-exclusive Contract.**

Award of this contract shall impose no obligation on the City to utilize Westrec for all work of the type which may develop during the contract period. This is not an exclusive contract.

(b) **Additional Services and Locations.**

The City reserves the right to request additional services relating to this Agreement from Westrec when approved by the Parties, in accordance with additional services as set forth in the RFP. Westrec shall provide such additional requirements as may become necessary. The City reserves the right to unilaterally add or delete locations or services at its sole option as it may deem necessary or in the best interests of the City. In such case, Westrec will be required to

provide services pursuant to this Agreement in accordance with the terms, conditions and specifications, and as set forth in an amendment approved by the Parties.

(c) **Entirety of Agreement.**

Parties hereto agree that this Agreement sets forth the entire agreement between the parties and there are no promises or understandings other than those stated herein. None of the provisions, terms or conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except as may be specifically authorized herein or by written instrument executed by the parties hereto. This Agreement and the exhibits and attachments hereto and other documents and agreements specifically referred to herein constitute the entire fully integrated Agreement between the parties with respect to the subject matter hereof and supersede all prior or contemporaneous verbal or written communication or agreements between the parties with respect hereto excepting any past or contemporaneous written or verbal agreements expressly and clearly incorporated by reference within the four corners of this Agreement. This Agreement may only be amended by written documents, properly authorized, executed and delivered by both parties hereto. For the City, appropriate authorization shall be construed to mean formal action by the elected officials of the City, except where specified within this Agreement that the City Manager or his or her designee shall have approval or authority. This Agreement shall be interpreted as a whole unit. This Agreement shall not be construed in favor of one party or the other. All matters involving this Agreement shall be governed by the laws of the State of Florida and the proper venue for any litigation arising hereunder will be a state or federal court located in Florida with venue within Nassau County, Florida.

(d) **Headings.**

Headings of various paragraphs and sections of this Agreement and its table of contents are for convenience and use of reference only and shall not be construed to define, limit, augment or describe the scope, context or intent of this Agreement or any part or parts of this Agreement.

(e) **Severability.**

The terms and conditions of this Agreement shall be deemed to be severable; consequently, if any clause, term or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions and notwithstanding such determination, this Agreement shall continue in a full force and effect unless the particular clause, term or condition held to be illegal or void renders the balance of the Agreement to be impossible of performance

(f) **No Waiver of Right to Enforce.**

The waiver of any breach or any term covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or any subsequent breach of the same or any other term, covenant or condition herein contained. No covenant, term, or condition shall be deemed to have been waived, unless such waiver be in writing. Nor shall there be any accord and satisfaction unless expressed in writing and signed by both the City and Westrec.

(g) **Performance.**

Service shall be performed in a timely manner as specified in the RFP.

The Parties expressly agree that time is of the essence in the performance of this Agreement and the failure to complete the performance within the time specified, or within a reasonable time if no time is specified herein, shall relieve the Parties of any obligation to accept such performance.

(h) **Notices.**

Any notice required or permitted herein is to be given in writing and shall be personally delivered or mailed, first class postage prepaid or delivered by an overnight delivery service to the respective addresses of the parties set forth below their signatures on the signature page hereof, or to such other address as any party may give to the other in writing. Any notice required by this Agreement will be deemed to have been given and received when personally served or one (1) day after delivery to an overnight delivery service or five (5) days after deposit in the first class mail.

To the City: City Manager
City of Fernandina Beach
204 Ash Avenue
Fernandina Beach, Florida 32034
Attn: City Manager

To Westrec: Westrec Marina Management, Inc.
16633 Ventura Boulevard, 6th Floor
Encino, CA 91436

With copy to: Westrec Marinas
801 North East Third Street
Dania Beach, Florida 33004
Attn: Gary Groenewold
Vice President Southern Area

With copy to: Shutts & Bowen LLP
Attention: Stephen K. Tilbrook, Partner
200 East Broward Boulevard
Suite 2100
Fort Lauderdale, FL 33301

(i) **Remedies.**

Each party shall have full remedies available under existing laws, including, but not limited to, the Uniform Commercial Code, mediation, alternative dispute resolution and all state and federal courts of any jurisdiction.

(j) **Assignment, Subcontracting, Corporation Acquisitions and/or Mergers.**

Westrec shall perform this contract. No assignment or subcontract shall be allowed without the prior written consent of the City in the event of a corporate acquisition and/or merger. Westrec shall provide a written notice to the City within the 30 business days of any assignment or subcontract. In the event of an assignment of the contract to a wholly owned subsidiary of Westrec, the City's written consent shall not be unreasonably withheld.

(k) **Miscellaneous.**

If it shall become necessary for either party hereto to engage attorneys to institute legal action for the purpose of enforcing its rights hereunder or for the purpose of defending legal action brought by the other party hereto, the party or parties prevailing in such litigation shall be entitled to receive all costs, expenses and fees (including reasonable attorneys' fees) incurred by it in such litigation (including appeals). This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. No representative of Westrec is authorized to make any representations, warranties or agreements other than as expressly set forth herein. Any consent required by this Agreement to be given by City to Westrec shall be given in writing. Westrec hereby disclaims any implied or express warranties, guarantees or representations of any kind other than as expressly set forth in this Agreement.

3. **Management.**

(a) **Term.**

City hereby engages Westrec to manage the Marina and Westrec hereby agrees to manage the Marina until this Agreement is terminated in accordance with Section 13 below.

(b) **Other Marinas.**

City acknowledges that Westrec is in the business of managing marinas both for its own account and for others. It is hereby expressly agreed that Westrec and its affiliates may continue to engage in such activities, may manage facilities other than those presently managed by it so long as the facilities are not in direct or indirect competition with City. Westrec agrees not to manage or lease any other facility within twenty (20) nautical miles of the City's marina without the express written consent of the City.

(c) **Relationship of Parties.**

In the performance of its duties under this Agreement, Westrec shall occupy the position of an independent contractor with respect to the City. Nothing contained herein shall be construed as making the parties hereto partners, nor, except as expressly otherwise provided for herein, construed as making Westrec an agent or employee of the City.

(d) **Independent Contractor Status and Compliance with the Immigration Reform and Control Act of 1986.**

Westrec is and shall remain an independent contractor and is neither agent, employee, partner nor joint venturer of the City. Westrec acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 located at 8 USC Section 1324 et seq. and regulations relating thereto as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach and shall be grounds for immediate termination of the contract at the discretion of the City.

4. **Authority of Westrec.**

(a) **General Authority.**

Westrec hereby agrees to provide the City with Marina Management Services as requested as specifically outlined in the RFP, this Agreement and all subsequent official documents that form the contract documents for this Agreement, subject to budget and City policy restrictions and procedures stated or referenced herein. Westrec shall have the authority to fully and completely supervise and direct the operations of the Marina and matters associated or related to the operation of the Marina, including boat slip rentals, diesel gasoline sales, convenience store sales, and supervision of all leases of space at the Marina referenced in Attachment 1. City shall execute such documents as Westrec, in its reasonable judgment, deems necessary or advisable for Westrec to carry out its management of the Marina. Such authority shall include authority to direct the matters specified below, which are not in limitation of the foregoing.

(b) **Renting of the Marina.**

Westrec shall use its reasonable discretion to establish the terms and conditions of occupancy of boat slips in the Marina. The City shall set the rates for the boat slip rentals. Westrec is hereby authorized to assist the City's employees in entering into rental agreements with such tenants and to collect rent from such tenants. The form of rental agreement shall be prepared, reviewed, as appropriate by Westrec and recommended to the City for acceptance.

(c) **Marketing and Advertising.**

Westrec shall establish the policies and procedures which it deems necessary or advisable for directing the marketing activities of personnel engaged by or on behalf of City relating to the Marina subject to authorized budget appropriations and restrictions. Westrec shall cause City to advertise in such media and to the extent Westrec deems necessary and appropriate. All advertising of the Marina, including signs, may be carried under the Westrec name and/or the name of the Marina. All advertising and marketing costs shall be paid directly by the City, subject to the approved marina budget or any subsequent approvals.

(d) **Repair, Maintenance and Improvements.**

Westrec shall make and execute, or supervise and have control over the making and executing of, all decisions concerning the acquisition of furniture, fixtures and supplies for the Marina, and the purchase, lease or other acquisition of the same, on behalf of the City. Westrec shall make and execute, or supervise and have control over the making and executing of, all decisions concerning the routine day-to-day maintenance, repair and landscaping of the Marina, on behalf of the City. In connection with performance of routine day-to-day maintenance, repair and landscaping, Westrec shall negotiate and supervise the installation of minor capital improvements related to the Marina which Westrec, in its reasonable discretion, deems necessary or appropriate; provided, however, that Westrec shall obtain the prior approval of the City for all expenditures in excess of five hundred dollars ($500.00) for any one item (except monthly or recurring operating charges and/or emergency repairs if in the opinion of Westrec such expenditures are necessary to protect the Marina from damage or to maintain services to the tenants as called for in their leases). Westrec agrees to follow and comply with the City's Purchasing Policies and Procedures. All repair, maintenance and improvement costs shall be paid directly by the City, subject to the approved marina budget or any subsequent approvals.

(e) **Personnel.**

Westrec shall select, hire, discharge and supervise all labor and employees which it deems necessary or advisable for the operation and maintenance of the Marina. Westrec may hire the types and number of Marina Personnel as Westrec, in its reasonable discretion, deems appropriate for operation and management of the Marina, subject to the provisions in subsection (g), Budget. Westrec shall have the authority for the supervision of all employees, for the determination of employee compensation, including any incentives, bonuses and benefits, and for the establishment of policies and procedures relating to employment. Westrec shall pay for all costs of on-site employees (including without limitation payroll taxes, insurance, 401-K plan contributions and all other employee fringe or other benefits), as specified in subsection (g) Budget. The cost of Marina Personnel is the responsibility of the City as set forth in the approved marina budget, and the cost of Marina Personnel will be paid by the City to Westrec as invoiced monthly by Westrec.

Throughout the terms of this Agreement, Westrec shall employ a qualified full-time, on-site manager ("Marina Manager") having experience in the management of a marina of this type who shall be available during normal business hours and be delegated sufficient authority to ensure competent performance and fulfillment of the responsibility of the management agreement and to accept serviceable notices provided for herein. The on site Marina Manager shall be part of the Marina Personnel, and the Marina Budget shall include the costs of the on-site Marina Manager. The cost of Westrec personnel who supervise, or otherwise participate in the management, administration and operation of the Marina, but also do work for Westrec and/or other marinas managed by Westrec, will be covered by the Administration Fee (as defined in Section 6 - Compensation of Westrec) paid by the City to Westrec. These persons include Westrec personnel responsible for: (i) the direct supervision of on-site personnel; (ii) training of on-site and supervisory managers; (iii) the coordination and supervision of routine repairs and maintenance at the Marina; (iv) supervision of the procedures relating to eviction of delinquent

tenants and sale of delinquent tenants' property; (v) overseeing inventory and supplies of the type used by the Marina; (vi) marketing; (vii) administering the payroll for on-site employees, including the administration, withholding and payment of applicable compensation coverage on behalf of and for the account of City; and (viii) accounting and other services relating to the operation and administration of the Marina. City understands and acknowledges that some or all of such persons may be simultaneously engaged by and/or for the account of City and by and/or for other marinas managed by Westrec, some of whom may (i) be affiliates of Westrec and (ii) compete with City. Westrec shall not be separately reimbursed for the time of its executive officers devoted to City's affairs or for the other overhead expenses of Westrec.

Westrec's employees in contact with the public shall perform their duties in an efficient and courteous manner. Westrec shall insure all its personnel are courteous and cooperative and present a neat, clean and professional appearance at all times. Failure of an employee to do so shall be grounds for the City to demand his or her removal from duties on the Marina property. Westrec shall provide the City with the name and telephone number of a management person who will be on call at all times for emergencies or other matters related to the operations under this Agreement. At the conclusion of this Agreement, City agrees to use its best efforts to rehire the employees listed on Exhibit 4, with credit for previous City length of service and seniority.

(f) **Budget.**

Westrec agrees, to the extent reasonable and feasible, to operate the Marina in accordance with the approved budget. Westrec shall annually, beginning with Fiscal Year 2014-2015, develop a proposed budget, in conjunction with the City's budget preparation process, which shall be reviewed and approved by the City Manager and City Commission. The annual budget submittal shall include, but not be limited to, all of the proposed revenue sources and expenditures for the Marina. The proposed revenue projection shall include detailed written justification to support the proposed sources and projections. Westrec in proposing the annual expenditure budget shall include, but not be limited to, the following:

(1) **Personnel Costs**. An organizational chart listing all of the full and part-time positions that Westrec is proposing, their positions with titles, number in each position, proposed pay ranges, and benefit costs for each position.

(2) **Marketing and Promotion Costs.** Westrec shall provide a comprehensive marketing and promotion budget which will list the proposed specific expenditures to support the proposed plan.

(3) **Proposed Capital Improvement and Repair Maintenance Plan.** Westrec shall develop a proposed detailed Capital Improvement and Repair Maintenance Plan that specifically describes each proposed expenditure, activity, justification or need for activity, and the estimated cost.

(4) **City's Overhead Costs.** Westrec shall provide a detailed list and projected cost for each expenditure.

(g) **Agreements.**

Westrec shall have the authority to negotiate and recommend to the City such agreements which Westrec deems necessary or advisable for the furnishing of utilities, services, concessions and supplies, for the maintenance, repair and operation of the Marina and such other agreements which may benefit the Marina or be incidental to the matters for which Westrec is responsible hereunder.

(h) **Other Decisions.**

Westrec shall make all decisions in connection with the day-to-day operations of the Marina.

(i) **Regulations and Permits.**

Westrec will observe, obey and comply with all rules and regulations adopted by the City and all laws, ordinances, and or rules and regulations of other governmental units and agencies having lawful jurisdiction, which may be applicable to the operations under this Agreement. Failure to do so will constitute a breach of this Agreement. Westrec shall procure all required permits, licenses and approvals, on behalf of the City, for the operation and performance under this Agreement. All permit or regulatory fees or costs shall be paid directly by the City, subject to the approved marina budget or any subsequent approvals.

(j) **Management Records and Reports of Disbursements and Collections**.

Westrec shall establish, supervise, direct and maintain the operation of a system of record keeping and bookkeeping with respect to all receipts and disbursements in connection with the management of the Marina. The books, records and accounts shall be maintained at the City's Marina. City acknowledges that any budgets or projections prepared by Westrec for City are only estimates of revenues and expenses, that the initial budgets and projections prepared by Westrec will be based in part on information provided by City, that any projections prepared by Westrec are subject to, and may be affected by, changes in financial, economic, competitive and other conditions and circumstances beyond Westrec's control and that such projections and budgets are not to be construed as a guarantee by Westrec of the actual results to be obtained from operations. City acknowledges that Westrec makes no representations or warranties as to the results to be obtained from operations. City acknowledges that Westrec has no knowledge, and cannot certify the accuracy of any historical information provided to Westrec by City. All receipts and disbursements in connection with Marina operations will be recorded on the City's books using software provided by the City utilizing Westrec personnel. All receipts will be deposited into the City's bank account. Receipts will be accounted for on the City's books by Westrec personnel. All purchases for the Marina which fall under the City's area(s) of responsibility shall be made such that they are in compliance with the City's Purchasing Policy, Procedures and Code. Requests for disbursements will be processed through the City's accounting system and paid with City's funds. Westrec will have access to the City's accounting system to print and analyze financial data for the Marina on an on-going basis.

(k) **Collection**.

Westrec shall analyze and direct the collection and billing of all accounts receivable due

to the City with respect to the Marina and shall be responsible for establishing policies and procedures to minimize the amount of bad debts.

(l) **Legal Actions**.

Westrec shall cause to be instituted, on behalf and in the name of the City, any and all legal actions or proceedings Westrec deems necessary or advisable to collect charges with the advice and consent of the City, rent or other income due to City with respect to the Marina or to oust or dispossess tenants or other persons unlawfully in possession under any lease, license, concession agreement or otherwise, and to collect damages for breach thereof or default thereunder by such tenant, licensee, concessionaire or occupant. The costs of all such legal actions or proceedings shall be borne by City. Westrec shall also assist the City in the defense of any and all actions and proceedings brought by tenants, suppliers, vendors and similar persons relating to the Marina and City shall be responsible for satisfying and paying the costs of defending all such claims to the extent not covered by insurance. Westrec shall provide notice to City of any and all actions or proceedings instituted by, on behalf of, or against the City.

(m) **Insurance.**

The City shall pay for and maintain all necessary insurances including but not limited to property casualty insurance for the MOA, Marina Operators Legal Liability, automobile coverage, theft coverage, and environmental pollution coverage, listing Westrec as an additional named insured. Westrec shall provide workers compensation coverage. The costs incurred by the City and Westrec for insurance coverage applicable to the MOA or marina operations shall be included in the approved marina budget and shall be paid or reimbursed by the City, pursuant to the approved marina budget.

Westrec shall provide to the City a certificate of coverage. Westrec shall maintain workers compensation coverage, throughout the term of this Agreement, and the policy shall prohibit termination, expiration, cancellation, or substantial modification without at least thirty (30) days prior written notice to the City.

As a part of the marina budget planning process for each subsequent Fiscal Year (beginning in FY 2014-2015), all insurance coverage will be re-evaluated and specific coverage may be redistributed between the City and Westrec depending on what is most advantageous to the parties. However, at all times the cost for insurance coverage for the MOA and the marina operations shall remain a part of the marina budget and will ultimately be paid or reimbursed by the City.

(n) **Restrictions.**

Notwithstanding anything to the contrary set forth in this Section 4, Westrec shall not be required to do, or cause to be done, anything for the account of City (i) which may make Westrec liable to third parties; or (ii) which may not be commenced, undertaken or completed because of insufficient funds of City.

(o) **Force Majeure.**

Neither the City nor Westrec is required to perform any term or covenant of this Agreement so long as performance is delayed or prevented by *force majeure*, which includes acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and any other cause not reasonably within the City's or Westrec's control and that the City or Westrec cannot, by exercising due diligence, prevent or overcome in whole or in part.

(p) **City Approval**

Westrec agrees it will obtain prior approval from the City prior to implementing changes on the following matters:

(1) Changes from the original approved plans, activities signage and graphics;
(2) Equipment Westrec plans to install requiring any building or facility modifications;
(3) Any use of the City's name or City seal;
(4) Any improvements to be constructed on the Marina property;
(5) Hours of daily operation;
(6) Uniforms to be used by the employees; and
(7) The décor of the Marina and all signs to be installed directed or displayed in or on the Marina property and any changes thereto at anytime during this Agreement.

Further it is understood by Westrec, that should any changes related to the above items be disapproved, either Party may offer alternative solutions.

(q) **Shared Expenses.**

The parties acknowledge that certain economies may be achieved with respect to certain expenses to be incurred on behalf of City hereunder if materials, supplies, insurance or services are purchased by Westrec in quantity for use not only in connection with the Marina but in connection with other marinas managed by Westrec or its affiliates. Westrec shall have the right, with the advice and consent of the City, to purchase such materials, supplies, insurance or services in its own name and charge City a pro rata share of the cost; provided, however, that the pro rata cost of such purchase to City shall not result in expenses greater than would otherwise be incurred at competitive prices and on terms available in the area where the Marina is located or the service is rendered; and, provided further, Westrec shall provide a copy of the financial records to the City upon request and shall make records available to City at Westrec's corporate headquarters office at all reasonable times after reasonable notice to Westrec so City may review any such expenses incurred.

(r) **Reporting Requirements.**

Westrec must submit a monthly written report to the City Manager including but not limited to;

(1) Occupancy (both numbers and dollars), historical comparison;
(2) Fuel sales (both numbers and dollars), historical comparison;
(3) Marketing and promotions;
(4) Non-routine expenses;
(5) Capital improvements status report;
(6) Insurance claims;
(7) Litigation; and
(8) Safety and environmental incidents.

(s) **Business Continuity Plan.**

Westrec shall provide the City with a copy of its business continuity plan covering the Marina as well as the company head office. Westrec will provide the City with the results of any testing of its business continuity plan.

5. **Duties of City.**

City shall cooperate with Westrec in the performance of its duties under this Agreement and to that end, upon the request of Westrec, City agrees to provide reasonable office space for Westrec employees on the premises of the Marina, to give Westrec access to all files, books and records of City relevant to the Marina, and to execute all documents and instruments as Westrec, in its reasonable judgment, deems necessary or advisable to enable it to carry out its management of the Marina.

6. **Compensation of Westrec.**

Westrec agrees to operate and maintain the Marina and associated property on a negotiated fixed fee and variable fee basis.

(a) **Fixed Fee Component.**

The City shall pay Westrec a Fixed Fee Component of Ninety-Five Thousand Two Hundred Sixty-Eight Dollars and Fifty-Six Cents ($95,268.56) annually, unless and until the parties negotiate a different amount. Such payment shall be paid in twelve monthly installments on the 15th of each month commencing January 15, 2015.

(b) **Variable Fee Component.**

In addition, the City shall pay Westrec a Variable Fee Component payment equal to one percent (1%) of the Marina Gross Revenues. In no event may the Variable Fee Component payment exceed the Fixed Fee Component. For purposes of this Agreement, "Marina Gross Revenues" means gross revenues of the Marina for Slip rental (including seasonal, transient and commercial rents), fees for the Mooring Field, and Leases in the MOA, excluding the existing casino boat lease, so long as the casino boat does not occupy a slip at the Marina. For the purposes of this calculation, Marina Gross Revenues does not include Gas and Diesel revenues, nor retail revenues for the Dock House Retail Area pursuant to the Lease Agreement for the Dock House Retail Area. The Variable Fee Component payment will be made quarterly in arrears, not later than 30 days following the end of each quarter.

7. **Fiscal Non-funding.**

In the event that sufficient budgeted funds are not available for any new fiscal period, the City shall notify Westrec of such occurrence and the Agreement shall terminate on the last day of the then current fiscal period without expense or penalty to the City.

8. **Audit.**

Westrec shall retain all records relating to this contract for a period of at least three years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, City reserves the right to audit such records pursuant to City policy.

9. **Public Emergencies.**

It is hereby made part of this contract that before, during and after a public emergency, disaster, hurricane, tornado, flood or other acts of God, that City shall require a "first priority" for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation that threatens public health and safety as determined by the City. Westrec agrees to rent, sell, lease all goods and services to the City or governmental entities on a "first priority" basis. The City expects to pay a fair and reasonable price for all products and services rendered or contracted in the event of a disaster, emergency, hurricane, tornado, or other acts of God.

10. **Sales Tax.**

Westrec shall pay the prevailing State of Florida sales and use tax for any amounts payable under this Agreement.

11. **City's Ownership of Improvements.**

Upon the expiration of this Agreement, for any reason, all existing and any future installed fixtures, equipment, improvements and appurtenances attached to or built into the Marina in such a manner as to become part of the freehold whether or not by the expense of Westrec, shall become and remain a part of and be surrendered with the Marina property. Any furniture, furnishings, equipment or other articles of moveable personal property owned by Westrec and located on the Marina property shall be and remain the property of Westrec and may be removed by it at any time during the term of this Agreement so long as Westrec is not in default of any obligations under this Agreement and the same has not become part of the freehold and so long as such do not materially affect Westrec's ability to use such premises and conduct its business as provided herein.

12. **Hours of Operation.**

The Marina property will be required to operate seven (7) days a week during those hours approved by the City. Sufficient staff will be available to provide outstanding service. The City may require change in hours of operation if in the reasonable discretion of the City such a change is desirable for providing the best service to the public.

13. **Termination by the City or Westrec.**

(a) The Agreement may be terminated by the City or Westrec without cause by giving the other party ninety (90) days prior written notice.

(b) **Natural Disaster**

In the event that the City's marina is destroyed or significantly damaged by a natural disaster or Act of God, either Party may terminate this Agreement upon providing 30 days written notice as set forth herein.

(c) **Tax Exempt Bonds**

In the event that the City loses it's tax exempt status on the existing municipal improvements due to the terms of the this Agreement, either Party may terminate this Agreement upon providing 30 days written notice as set forth herein.

14. **Limiting Legislative or Judicial Action.**

In the event that any municipal, county, state or federal body of competent jurisdiction passes any law, ordinance or regulation in any way restricting or prohibiting the use of the Marina for purposes of this Agreement, this Agreement may be terminated by Westrec pursuant to the "Termination by Westrec" clause in paragraph 18 above and will be null and void and unenforceable by any party to this Agreement and the City shall have no further liability under this Agreement. In the event that any court or legislative body of competent jurisdiction issues an injunction substantially restricting or prohibiting the use of the Marina for the purposes of this Agreement, which injunction stays in force for more than thirty (30) calendar days, this Agreement will be null and void and unenforceable by any party to this Agreement and the City shall have no further liability under this Agreement. If the City deems the Agreement null and void by function of this paragraph, the City will not be liable to Westrec for damages arising therefrom and the City shall have no further liability under this Agreement.

15. **Nondiscrimination.**

Westrec does hereby for itself, its personal representatives, successors in interest and assigns as part of the consideration and agreement consideration hereof, covenant and agree that:

(a) No person on the grounds of race, color, religion, national origin, sexual orientation, age, residency within or without the City or handicap shall be excluded from participating in or be denied the benefits of or be otherwise subjected to discrimination in the use of the Marina except for bona fide cause allowed by law.

(b) The construction of any improvements on over such land or in the furnishing of services thereon. No person on the grounds of race, color, religion, national origin, sexual orientation, age, residency within or without the City or handicap shall be excluded from participation in, be denied the benefits of or otherwise be subjected to discrimination, except for bona fide causes allowed by law.

(c) That Westrec shall use the premises in compliance with all other requirements imposed by or pursuant to Title 45, Code of Federal Regulations, Article 80, non discrimination under programs receiving federal assistance through the City of health, education and welfare-effectuation of Title VI of the Civil Rights Act of 1964 and as such regulations may be amended that in the event a breach of any of the above non-discrimination covenants, the City shall have the right to terminate the Agreement and this Agreement shall be null and void. Westrec shall not discriminate against City employees or applicant for employment in the performance of the contract with respect to hiring tenure terms, conditions or privileges of employment because of age, sex, or physical handicap (except where based on a bona fide occupational qualification); or because of marital status, color, religion, national original or ancestry.

16. **Hurricane Preparedness.**

Westrec shall follow the City's emergency evacuation and hurricane plan.

17. **Termination of Agreement.**

Following the termination of this Agreement by either party within fifteen (15) calendar days, or earlier if determined by the City, Westrec shall forthwith remove all of its personal property not acquired under the terms of the Agreement. Any personal property of Westrec not removed in accordance with this paragraph may be removed by the City for storage at the cost of Westrec or shall constitute a gratuitous transfer of title thereof to the City for whatever disposition is deemed to be in the best interests of the City. The City shall not be liable to Westrec for safekeeping for Westrec's personal property during or after termination of this Agreement.

18. **Approvals.**

Except as otherwise provided, whenever approvals are required herein by either party, such approval shall not be unreasonably withheld.

19. **Rights Reserved to the City.**

All rights not specifically granted to Westrec by this Agreement are reserved to the City, and the designation of any particular remedy for the City without prejudice to any other relief available in law or equity and all such relief is reserved to the City.

20. **Lien.**

The City shall have a lien upon all personal property of Westrec to secure the payment to the City of any unpaid money accruing to the City under the terms of this Agreement.

21. **Submerged Land Lease.**

A submerged land lease is attached hereto as Exhibit 5. Westrec agrees to operate the Marina Operating Area (MOA) in such a fashion as to not violate such submerged land lease.

22. **Compliance with City's Internal Control Processes.**

Westrec agrees to comply with the City's procurement policies and procedures, budget policies and other policies which are attached hereto as Attachment 4.

23. **City's Mooring Fields.**

The City owns and maintains 20 Helix© system moorings located across from the Marina on the west side Atlantic intercoastal waterway as part of the MOA. The City is currently operating this mooring field within the jurisdiction of the City which is coming into compliance with Florida's law. The City will continue to regulate this issue of mooring fields and may revise its ordinances as appropriate. In addition, the City retains the right to expand its mooring fields to additional areas, and will notify Westrec of any action taken in this regard. The City's Mooring Fields are part of the MOA and are subject to the management, operating and insurance provisions as set forth herein.

24. **Recycled Material.**

Westrec agrees to use recovered materials to the extent practical under the terms of this contract.

The City wishes to encourage Westrec to use recycled materials in fulfilling contractual obligations to the City and that such a policy will serve as a model for other public entities and private sector companies.

When awarding a purchase of $5,000 or less or recommending a purchase in excess of $5,000 for products, materials or services, Westrec may allow preference to a responsive bidder who certifies that their product or material contains the greatest percentage of post-consumer materials. If they are bidding on paper products, it may certify that their materials and/or products contain at least the content recommended by the EPA guidelines.

Definitions under this section are as follows:

"Recovered Materials:" Materials that have recycling potential, can be recycled, and have been diverted or removed from the solid waste stream for sale, use or reuse, by separation, collection or processing.

"Recycled Materials:" Materials that contain recovered materials. This term may include internally generated scrap that is commonly used in industrial or manufacturing processes, waste or scrap purchased from another manufacturer and used in the same or a closely related product

"Postconsumer Materials:" Materials which have been used by a business or consumer and have served their intended end use and have been separated or diverted from the solid waste stream for the purpose of recycling such as Newspaper, aluminum, glass containers, plastic containers, office paper, corrugated boxes, pallets or other items which can be used in the remanufacturing process.

25. **Infringement of Patent, Trademarks or Copyrights.**

Westrec agrees to indemnify the City and hold it harmless from and against all claims, liability, loss, damages or expense including attorney fees, arising from or by reason of any actual or claimed trademark patent or copyright infringement or litigation based thereon with respect to the services or goods or any part thereof covered by this Agreement, and such obligations shall survive the term of this Agreement.

26. **Signage.**

Westrec shall abide by the City's Sign Code attached hereto as Attachment 5.

Any changes to exterior signage must meet applicable codes, ordinances, and HDC and CRA district guidelines.

27. **Condemnation.**

(a) **Total Condemnation.**

If during the term of this Agreement or any extension or renewal of this Agreement, all of the MOA is taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or are sold to the condemning authority under threat of condemnation, this Agreement will terminate, and the payments will be abated during the unexpired portion of this Agreement effective as of the date the condemning authority takes the said Area.

(b) **Partial Condemnation.**

If less than all, but more than ten percent (10%) of the MOA is taken for any public or quasi-public use under any governmental law, ordinance, or regulation or by the right of eminent domain, or is sold to the condemning authority under threat of condemnation, either party may terminate the Agreement by giving written notice to the other party within sixty (60) days. If the said area is partly condemned and neither party elects to terminate this Agreement or if less than ten percent (10%) of the said area is condemned, this Agreement will not terminate, but the payments to be made will be adjusted equitably during the unexpired portion of this Agreement.

(c) **Condemnation Award.**

The City will receive the entire award from any condemnation, and Westrec will have no claim to that award or for the value of any unexpired term of this Agreement.

28. **Mechanic's Liens.**

Westrec will not permit any mechanic's lien or liens to be placed on the MOA or on improvements to it. If a mechanic's lien is filed on the MOA or on improvements on it, Westrec will promptly pay it. If default in payment of the lien continues for ten (10) days after the City's written notice to Westrec, the City may, at its option, pay the lien or any, portion of it without inquiring into its validity. Any amounts the City pays to remove a mechanics lien caused by Westrec to be filed against the MOA or against improvements on the MOA, including expenses and

interest, are due from Westrec to the City and must be repaid to the City immediately upon rendition of notice together with interest of twelve percent (12%) annually until fully paid.

The City's interest in the MOA is not subject to mechanic's liens for improvements made, or contracted for, by Westrec. Westrec must give written notification to all contractors making any improvements on the MOA of the provisions of this Agreement.

29. **Indemnity.**

(a) **Westrec's General Indemnity**.

City hereby agrees to indemnify Westrec for claims brought against Westrec only to the extent that they are found to result from the sole negligence of the City, its governing body, or its employees. This indemnification shall not be construed to be an indemnification for the acts, or omissions of third parties, independent contractors, or third party agents of the City. This indemnification shall not be construed as a waiver of the City's sovereign immunity, and shall be interpreted as limited to only such traditional liabilities for which the City could be liable under the common law interpreting the limited waiver of sovereign immunity. Any claims against the City must comply with the procedures found in §768.28, Florida Statutes. In order to comply with the requirements of §129.06, Florida Statutes, and Article VII, Section 10 of the Florida Constitution, the value of this indemnification is limited to the lesser of the amount payable by either party under the substantive provisions of this Agreement, or the limitations of §768.28, Florida Statutes. In addition, this indemnification shall be construed to limit recovery by the indemnified party against the City to only those damages caused by City's sole negligence, and specifically not include any attorneys' fees or costs associated therewith.

(b) **Environmental Indemnity**.

Westrec is responsible only for the payment of that portion of any cleanup cost for compliance with hazardous materials laws that arise during the term of this Agreement as a result of a discharge of hazardous materials directly attributable to the negligence of a Westrec employee. The City is responsible for all other cleanup costs, including all costs associated with environmental compliance at the Marina, and the City is responsible for insuring that any other responsible party participate in the clean up to the extent of its responsibility for relief. Westrec shall indemnify, defend, and hold harmless the City from and against all claims, liabilities, losses, damages, and costs, foreseen or unforeseen including without limitation counsel, engineering, or any other professional or expert fees, that the City may incur by reason of the negligence of Westrec employees during the term of this Agreement as set forth herein. This section survives the expiration or earlier termination of this Agreement.

30. **Alternative Dispute Resolution.**

Westrec and the City agree that any controversy or claim arising out of or relating to this Agreement, or breach thereof, shall be first subject to mediation by a mutually agreed upon mediator before any suit is filed.

31. **Current Marina Debt.**

(1) Both parties recognize that there is existing current marina debt.

a. Current Bonds. The City previously issued tax-exempt debt in the amount of $6.4 million to finance various improvements to the Marina. The debt service schedules are attached to this Agreement as Exhibit 1.

b. Conversion of Tax Exempt Debt To Taxable Debt for "private activity" Use. The City has outstanding indebtedness relating to marina improvements as set forth in Exhibit 2. Notes were issued in 2005 and 2009 to banks bearing interest at tax-exempt rates because under federal income tax law, the City qualified for the tax exemption as the owner and operator of the Marina.

(2) Westrec agrees to cooperate with the City to maintain this tax exemption, thus avoiding estimated maximum present value of the additional interest cost to the City of $1,082,745.60. The City shall provide notice to Westrec, and an opportunity to cooperate with the City, as to the measures that may be necessary to protect the tax exempt status of the debt financing.

32. **Reservations.**

Reservations are currently accepted up to four (4) months in advance. Westrec has provided an operations plan relating to reservations policy, including reservations, software, prepaying requirements and cancellation policies.

Any changes to the reservations policy must be approved by the City Manager.

33. **Facilities.**

Westrec will maintain the premises in good order and in sanitary and safe condition.

Westrec shall provide one boat slip, as needed, for use by the City for a police boat at all times during the term of this Agreement.

34. **Festivals and Special Events.**

The City hosts a number of festivals and special events: primarily the Shrimp Festival the first weekend in May, the Kingfish fishing tournament in June, and July 4th fireworks show. Frequently these events draw boaters and fill marina slips. Some festivals and special events might have some impact on the Marina operations and Westrec will cooperate with the City and designated festival committees in planning activities to support the Marina .

35. **Collection of Delinquent Accounts.**

The City invoices its customers for dockage both in advance and in arrears depending on the nature of the business relationship. Routinely, the City has a list of delinquent accounts ranging from a few hundred dollars to several thousand dollars. The City routinely works with its customers to bring all delinquent accounts current. Westrec shall provide its collection

policies and procedures and how they would be applied to the Marina Operations Area.

36. **Use of Trademarks, Service Marks and Related Items**

In providing its services under this Agreement, Westrec will use the name, trademark and service mark "WESTREC" and such other trademarks, service marks, logos, commercial symbols, insignia and designs as Westrec shall deem appropriate (collectively, the "Trademarks") and certain operations manuals and software (including operations, emergency procedures, personnel, risk management and accounting software and manuals), formats (including financial reporting and budgeting formats) and forms (including bookkeeping, accounting and lease forms) and software (collectively, the "Proprietary Material"). Westrec hereby grants City the nonexclusive, nontransferable right to have Westrec, for the benefit of City, use the Trademarks and Proprietary Material in connection with the management and operation of the Marina all subject to Westrec's complete control. It is understood and agreed that Westrec shall have the right to use and license others to use the Trademarks and Proprietary Material elsewhere for any purposes whatsoever, including without limitation in the management and operation of other marinas. Immediately upon the expiration or termination of this Agreement, City shall (a) return to Westrec all materials bearing any of the Trademarks and all Proprietary Material without retaining any copies thereof, and (b) cease all use of the Trademarks and Proprietary Material by all means required, including without limitation changing all telephone listings using any of the Trademarks, removing all signs bearing any of the Trademarks, and using its best efforts to have existing tenants at the Marina sign new leases to replace their existing Westrec lease forms. Nothing contained in this Agreement shall give City any right, title or interest in or to any of the Trademarks or Proprietary Material, except the mere privilege and license during the term of this Agreement to have Westrec, for the benefit of City, use the Trademarks and Proprietary Material in connection with the management and operation of the Marina. City acknowledges and agrees that the Trademarks and Proprietary Material are the exclusive property of Westrec and that City now asserts and will hereafter assert no claim to any goodwill, reputation or ownership of any of the Trademarks or Proprietary Material. City shall not do or permit any act or thing to be done in derogation of any of Westrec's rights in any of the Trademarks or Proprietary Material, either during the term of this Agreement or thereafter. City shall not, during or after the term of this Agreement, in any way dispute or impugn the validity of the Trademarks or Proprietary Material, the rights of Westrec therein, or the rights of Westrec or other licensees of Westrec to use the same, both during the term of this Agreement and thereafter. The provisions of this section shall survive the expiration or termination of this Agreement.

37. **Florida Public Records Law Requirements**

Pursuant to Section 119.0701, Florida Statutes, Westrec shall: (a) keep and maintain all public records as that term is defined in Chapter 119, Florida Statutes ("Public Records"), that ordinarily and necessarily would be required by the City in order to perform the work contemplated by this Agreement; (b) provide the public with access to Public Records, on the same terms and conditions that the City would provide the records and at a cost that does not exceed the costs provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that Public Records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; (d) meet all requirements for retaining Public Records and transfer, at

no cost to the City, all public records in possession of Westrec within thirty (30) days after termination of this Agreement, however terminated, and destroy any duplicate Public Records that are exempt or confidential and exempt from public records disclosure requirements and provide the City with a letter confirming that this has been done within thirty (30) days of the termination of this Agreement. All Public Records stored electronically must be provided to the City in a format that is compatible with the information technology of the City. If Westrec does not comply with a public records request, the City may pursue any and all remedies available in law or equity, including but not limited to specific performance.

IN WITNESS WHEREOF, the parties hereby have executed this Marina Management Agreement as of the date first-above written.

CITY

By: _____
Name: Joe Gerrity
Title: City Manager

Attest: _____
Name: Caroline Best
Title: City Clerk

WESTREC:

WESTREC MARINA MANAGEMENT, INC.

By: _____
William W. Anderson, President

APPROVED AS TO FORM AND LEGALITY:

_____
Tammi E. Bach, City Attorney

Resolution 2014-141
Exhibit "A"

Draft Date September 22, 2014~~September 17, 2014~~~~August 14, 2014~~

Marina Management Agreement

Between Westrec Marina Management, Inc.,

and

City of Fernandina Beach, Florida

Dated:

Table of Contents

1. Documents Comprising Contract. 1
2. General Contract Terms. 2
3. Management. 5
4. Authority of Westrec. 6
5. Duties of City. ..... 12~~13~~
6. Compensation of Westrec. ..... 12~~13~~
7. Fiscal Non-funding. 13
8. Audit 13
9. Public Emergencies. ..... 13~~14~~
10. Sales Tax. ..... 13~~14~~
11. City's Ownership of Improvements. ..... 13~~14~~
12. Hours of Operation. 14
13. Termination by the City or Westrec. 14
~~14. Termination by Westrec. ..... 16~~16
14~~5~~. Limiting Legislative or Judicial Action. ..... 16~~17~~
15~~6~~. Nondiscrimination. 17
16~~7~~. Hurricane Preparedness. ..... 17~~18~~
17~~8~~. Termination of Agreement. ..... 17~~18~~
18~~9~~. Approvals. ..... 17~~18~~
19~~20~~. Rights Reserved to the City. 18
20~~1~~. Lien. 18
21~~2~~. Submerged Land Lease. 18
22~~3~~. Compliance with City's Internal Control Processes. 18
23~~4~~. City's Mooring Fields. 18
24~~5~~. Recycled Material. ..... 18~~19~~
25~~6~~. Infringement of Patent, Trademarks or Copyrights. 19
26~~7~~. Signage. 19
27~~8~~. Condemnation. ..... 19~~20~~
28~~9~~. Mechanic's Liens. 20
29~~30~~. Indemnity. ..... 20~~21~~
30~~1~~. Alternative Dispute Resolution. 21
31~~2~~. Current Marina Debt. 21
32~~3~~. Reservations. ..... 21~~22~~
33~~4~~. Facilities. ..... 21~~22~~
34~~5~~. Festivals and Special Events. 22
35~~6~~. Collection of Delinquent Accounts. 22
36~~7~~. Use of Trademarks, Service Marks and Related Items 22
37. Public Records Law Requirements. 23

MARINA MANAGEMENT AGREEMENT

THIS MARINA MANAGEMENT AGREEMENT (the "Agreement") dated _____, 201409 is between Westrec Marina Management, Inc., a California corporation ("Westrec"), 16633 Ventura Boulevard, 6th Floor, Encino, CA 91436, and City of Fernandina Beach, Florida, a Municipal Corporation, ("City"), 204 Ash Street, Fernandina Beach, FL, 32034:

RECITALS

A. City owns the Marina located at 1 Front Street, known as Fernandina Harbor Marina (the "Marina").

B. It is the intention of City that the wet slips at the Marina be rented to third parties for use as temporary boat storage facilities, that the other buildings be leased for communal and retail activity, and that the Marina facilities are put to their intended use.

C. Westrec is in the business of managing marinas and currently manages similar facilities.

D. City wants Westrec to manage the Marina and Westrec wants to manage the Marina in accordance with the terms and conditions of this Agreement as hereinafter set forth in the location described as the Marina Operating Area ("MOA") described in Exhibit 3.

E. City's intent in retaining Westrec is to have a vital, financially successful and self-supporting marina by increasing overall net revenue to pay for all fixed and variable costs including annual debt service.

F. The City finds that this Agreement serves both a public purpose and a municipal purpose.

AGREEMENT

NOW, THEREFORE, in consideration for the mutual covenants herein contained, Westrec and City agree as follows:

1. **Documents Comprising Contract.**

The contract shall include this Agreement as well as the following documents which are incorporated herein by reference:

(a) The City of Fernandina Beach Request for Proposal "RFP" (RFP #2009-103), its Exhibits and Attachments issued on June 3, 2009, and all of its addenda.

(b) Westrec's proposal, including its certificate of insurance as required by the RFP and other required documents.

(c) Exhibits

(1) Marina (Tax Free) Debt Service schedule
(2) Marina (Taxable) Debt Service schedule
(3) Marina Operating Area
(4) List of Current Marina Employees and Job Descriptions
(5) Submerged Land Lease

(d) Attachments

(1) Current leases in Marina Operations Area
    (a) One Centre Street Restaurant Group
    (b) Atlantic Seafood
    (c) Amelia Island Charter Fishing Boat Association (month to month)
    (d) Amelia Island Cruises
(2) Florida Inland Navigation District Agreement (FIND)
(3) Boating Infrastructure Grant Program (BIGP)
(4) Applicable City policies
    (a) Purchasing Policies and Procedures
    (b) Budget Policy
    (c) City Sign Code
    (d) Mooring Field Grant
(5) The City ~~2009-10~~ 2014-15 Pro Forma Marina Budget

If there is a conflict between the terms of this Agreement and above-referenced documents then the conflict shall be resolved as follows: the terms of this Agreement shall supersede over other documents, and the terms of the remaining documents shall be given preference in their above-listed order.

2. **General Contract Terms.**

(a) **Non-exclusive Contract.**

Award of this contract shall impose no obligation on the City to utilize Westrec for all work of the type which may develop during the contract period. This is not an exclusive contract.

(b) **Additional Services and Locations.**

The City reserves the right to request additional services relating to this Agreement from Westrec when approved by the Parties, in accordance with additional services as set forth in the RFP. Westrec shall provide such additional requirements as may become necessary. The City reserves the right to unilaterally add or delete locations or services at its sole option as it may deem necessary or in the best interests of the City. In such case, Westrec will be required to provide services pursuant to this Agreement in accordance with the terms, conditions and specifications, and as set forth in an amendment approved by the Parties.

(c) **Entirety of Agreement.**

Parties hereto agree that this Agreement sets forth the entire agreement between the parties and there are no promises or understandings other than those stated herein. None of the provisions, terms or conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except as may be specifically authorized herein or by written instrument executed by the parties hereto. This Agreement and the exhibits and attachments hereto and other documents and agreements specifically referred to herein constitute the entire fully integrated Agreement between the parties with respect to the subject matter hereof and supersede all prior or contemporaneous verbal or written communication or agreements between the parties with respect hereto excepting any past or contemporaneous written or verbal agreements expressly and clearly incorporated by reference within the four corners of this Agreement. This Agreement may only be amended by written documents, properly authorized, executed and delivered by both parties hereto. For the City, appropriate authorization shall be construed to mean formal action by the elected officials of the City, except where specified within this Agreement that the City Manager or his or her designee shall have approval or authority. This Agreement shall be interpreted as a whole unit. This Agreement shall not be construed in favor of one party or the other. All matters involving this Agreement shall be governed by the laws of the State of Florida and the proper venue for any litigation arising hereunder will be a state or federal court located in Florida with venue within Nassau County, Florida.

(d) **Headings.**

Headings of various paragraphs and sections of this Agreement and its table of contents are for convenience and use of reference only and shall not be construed to define, limit, augment or describe the scope, context or intent of this Agreement or any part or parts of this Agreement.

(e) **Severability.**

The terms and conditions of this Agreement shall be deemed to be severable; consequently, if any clause, term or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions and notwithstanding such determination, this Agreement shall continue in a full force and effect unless the particular clause, term or condition held to be illegal or void renders the balance of the Agreement to be impossible of performance

(f) **No Waiver of Right to Enforce.**

The waiver of any breach or any term covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or any subsequent breach of the same or any other term, covenant or condition herein contained. No covenant, term, or condition shall be deemed to have been waived, unless such waiver be in writing. Nor shall there be any accord and satisfaction unless expressed in writing and signed by both the City and Westrec.

(g) **Performance.**

Service shall be performed in a timely manner as specified in the RFP.

The Parties expressly agree that time is of the essence in the performance of this Agreement and the failure to complete the performance within the time specified, or within a reasonable time if no time is specified herein, shall relieve the Parties of any obligation to accept such performance.

(h) **Notices.**

Any notice required or permitted herein is to be given in writing and shall be personally delivered or mailed, first class postage prepaid or delivered by an overnight delivery service to the respective addresses of the parties set forth below their signatures on the signature page hereof, or to such other address as any party may give to the other in writing. Any notice required by this Agreement will be deemed to have been given and received when personally served or one (1) day after delivery to an overnight delivery service or five (5) days after deposit in the first class mail.

To the City: City Manager
City of Fernandina Beach
204 Ash Avenue
Fernandina Beach, Florida 32034
Attn: City Manager

To Westrec: Westrec Marina Management, Inc.
16633 Ventura Boulevard, 6th Floor
Encino, CA 91436

With copy to: Westrec Marinas
801 North East Third Street
Dania Beach, Florida 33004
Attn: Gary Groenewold
Vice President Southern Area

With copy to: Shutts & Bowen LLP
Attention: Stephen K. Tilbrook, Partner
200 East Broward Boulevard
Suite 2100
Fort Lauderdale, FL 33301

(i) **Remedies.**

Each party shall have full remedies available under existing laws, including, but not limited to, the Uniform Commercial Code, mediation, alternative dispute resolution and all state and federal courts of any jurisdiction.

(j) **Assignment, Subcontracting, Corporation Acquisitions and/or Mergers.**

Westrec shall perform this contract. No assignment or subcontract shall be allowed without the prior written consent of the City in the event of a corporate acquisition and/or merger. Westrec shall provide a written notice to the City within the 30 business days of any assignment or subcontract. In the event of an assignment of the contract to a wholly owned subsidiary of Westrec, the City's written consent shall not be unreasonably withheld.

(k) **Miscellaneous.**

If it shall become necessary for either party hereto to engage attorneys to institute legal action for the purpose of enforcing its rights hereunder or for the purpose of defending legal action brought by the other party hereto, the party or parties prevailing in such litigation shall be entitled to receive all costs, expenses and fees (including reasonable attorneys' fees) incurred by it in such litigation (including appeals). This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. No representative of Westrec is authorized to make any representations, warranties or agreements other than as expressly set forth herein. Any consent required by this Agreement to be given by City to Westrec shall be given in writing. Westrec hereby disclaims any implied or express warranties, guarantees or representations of any kind other than as expressly set forth in this Agreement.

3. **Management.**

(a) Term.

City hereby engages Westrec to manage the Marina and Westrec hereby agrees to manage the Marina for ~~a an initial term of three (3) years~~ **until this Agreement is terminated in accordance with Section 13 below.** ~~This Agreement shall automatically renew for an additional term of one year, with a maximum of two (2) years additional term, on each anniversary date of the Agreement, unless either party gives notice of its desire not to renew at least sixty (60) days in advance of the anniversary date. The term begins on the date of this Agreement as set forth in the first paragraph.~~

~~(b)~~ (b) **Other Marinas.**

City acknowledges that Westrec is in the business of managing marinas both for its own account and for others. It is hereby expressly agreed that Westrec and its affiliates may continue to engage in such activities, may manage facilities other than those presently managed by it so long as the facilities are not in direct or indirect competition with City. Westrec agrees not to manage or lease any other facility within twenty (20) nautical miles of the City's marina without the express written consent of the City.

~~(c)~~ (c) **Relationship of Parties.**

In the performance of its duties under this Agreement, Westrec shall occupy the position of an independent contractor with respect to the City. Nothing contained herein shall be construed as making the parties hereto partners, nor, except as expressly otherwise provided for

herein, construed as making Westrec an agent or employee of the City.

~~(d)~~ (d) **Independent Contractor Status and Compliance with the Immigration Reform and Control Act of 1986.**

Westrec is and shall remain an independent contractor and is neither agent, employee, partner nor joint venturer of the City. Westrec acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 located at 8 USC Section 1324 et seq. and regulations relating thereto as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach and shall be grounds for immediate termination of the contract at the discretion of the City.

4. **Authority of Westrec.**

(a) **General Authority.**

Westrec hereby agrees to provide the City with Marina Management Services as requested as specifically outlined in the RFP, this Agreement and all subsequent official documents that form the contract documents for this Agreement, subject to budget and City policy restrictions and procedures stated or referenced herein. Westrec shall have the authority to fully and completely supervise and direct the operations of the Marina and matters associated or related to the operation of the Marina, including boat slip rentals, diesel gasoline sales, convenience store sales, and supervision of all leases of space at the Marina referenced in Attachment 1. City shall execute such documents as Westrec, in its reasonable judgment, deems necessary or advisable for Westrec to carry out its management of the Marina. Such authority shall include authority to direct the matters specified below, which are not in limitation of the foregoing.

(b) **Renting of the Marina.**

Westrec shall use its reasonable discretion to establish the terms and conditions of occupancy of boat slips in the Marina. The City shall set the rates for the boat slip rentals. Westrec is hereby authorized to assist the City's employees in entering into rental agreements with such tenants and to collect rent from such tenants. The form of rental agreement shall be prepared, reviewed, as appropriate by Westrec and recommended to the City for acceptance.

(c) **Marketing and Advertising.**

Westrec shall establish the policies and procedures which it deems necessary or advisable for directing the marketing activities of personnel engaged by or on behalf of City relating to the Marina subject to authorized budget appropriations and restrictions. Westrec shall cause City to advertise in such media and to the extent Westrec deems necessary and appropriate. All advertising of the Marina, including signs, may be carried under the Westrec name and/or the name of the Marina. All advertising and marketing costs shall be paid directly by the City, subject to the approved marina budget or any subsequent approvals.

(d) **Repair, Maintenance and Improvements.**

Westrec shall make and execute, or supervise and have control over the making and executing of, all decisions concerning the acquisition of furniture, fixtures and supplies for the Marina, and the purchase, lease or other acquisition of the same, on behalf of the City. Westrec shall make and execute, or supervise and have control over the making and executing of, all decisions concerning the routine day-to-day maintenance, repair and landscaping of the Marina, on behalf of the City. In connection with performance of routine day-to-day maintenance, repair and landscaping, Westrec shall negotiate and supervise the installation of minor capital improvements related to the Marina which Westrec, in its reasonable discretion, deems necessary or appropriate; provided, however, that Westrec shall obtain the prior approval of the City for all expenditures in excess of five hundred dollars ($500.00) for any one item (except monthly or recurring operating charges and/or emergency repairs if in the opinion of Westrec such expenditures are necessary to protect the Marina from damage or to maintain services to the tenants as called for in their leases). Westrec agrees to follow and comply with the City's Purchasing Policies and Procedures. All repair, maintenance and improvement costs shall be paid directly by the City, subject to the approved marina budget or any subsequent approvals.

(e) **Personnel.**

~~Westrec agrees to employ, in some capacity but not necessarily at the same job or pay range, the City's employees who are currently working within the Marina Operations Area for a ninety (90) day trial period. Upon such employment, the staff will be employees of Westrec and no longer employees of the City. A list of the City's employees and their job descriptions are attached hereto as Exhibit 4.~~ Westrec shall select, hire, discharge and supervise all labor and employees which it deems necessary or advisable for the operation and maintenance of the Marina. Westrec may hire the types and number of Marina Personnel as Westrec, in its reasonable discretion, deems appropriate for operation and management of the Marina, subject to the provisions in subsection (g), Budget. Westrec shall have the authority for the supervision of all employees, for the determination of employee compensation, including any incentives, bonuses and benefits, and for the establishment of policies and procedures relating to employment. Westrec shall pay for all costs of on-site employees (including without limitation payroll taxes, insurance, 401-K plan contributions and all other employee fringe or other benefits), as specified in subsection (g) Budget. The cost of Marina Personnel is the responsibility of the City as set forth in the approved marina budget, and the cost of Marina Personnel will be paid by the City to Westrec as invoiced monthly by Westrec.

Throughout the terms of this Agreement, Westrec shall employ a qualified full-time, on-site manager ("Marina Manager") having experience in the management of a marina of this type who shall be available during normal business hours and be delegated sufficient authority to ensure competent performance and fulfillment of the responsibility of the management agreement and to accept serviceable notices provided for herein. The on site Marina Manager shall be part of the Marina Personnel, and the Marina Budget shall include the costs of the on-site Marina Manager. The cost of Westrec personnel who supervise, or otherwise participate in the management, administration and operation of the Marina, but also do work for Westrec and/or other marinas managed by Westrec, will be covered by the Administration Fee (as defined in

Section 6 - Compensation of Westrec) paid by the City to Westrec. These persons include Westrec personnel responsible for: (i) the direct supervision of on-site personnel; (ii) training of on-site and supervisory managers; (iii) the coordination and supervision of routine repairs and maintenance at the Marina; (iv) supervision of the procedures relating to eviction of delinquent tenants and sale of delinquent tenants' property; (v) overseeing inventory and supplies of the type used by the Marina; (vi) marketing; (vii) administering the payroll for on-site employees, including the administration, withholding and payment of applicable compensation coverage on behalf of and for the account of City; and (viii) accounting and other services relating to the operation and administration of the Marina. City understands and acknowledges that some or all of such persons may be simultaneously engaged by and/or for the account of City and by and/or for other marinas managed by Westrec, some of whom may (i) be affiliates of Westrec and (ii) compete with City. Westrec shall not be separately reimbursed for the time of its executive officers devoted to City's affairs or for the other overhead expenses of Westrec.

Westrec's employees in contact with the public shall perform their duties in an efficient and courteous manner. Westrec shall insure all its personnel are courteous and cooperative and present a neat, clean and professional appearance at all times. Failure of an employee to do so shall be grounds for the City to demand his or her removal from duties on the Marina property. Westrec shall provide the City with the name and telephone number of a management person who will be on call at all times for emergencies or other matters related to the operations under this Agreement. At the conclusion of this Agreement, City agrees to use its best efforts to rehire the employees listed on Exhibit 4, with credit for previous City length of service and seniority.

~~**(f) Non-compete provision.**~~

~~Current Marina employees will be provided an opportunity for employment with Westrec pursuant to this Agreement. Westrec agrees that some of these employees may seek other positions within the City's personnel system, which shall not be impeded. The City agrees not to solicit these employees for employment or otherwise compete with Westrec in this regard.~~

(g) Budget.

~~The City's 2009-2010 Pro Forma Marina Budget is attached hereto as Exhibit 5.~~ **Westrec agrees, to the extent reasonable and feasible, to operate the Marina in accordance with the approved budget. Westrec shall annually, beginning with the fiscal year** ~~2014-15~~2010-11, develop a proposed budget, in conjunction with the City's budget preparation process, which shall be reviewed and approved by the City Manager and City Commission. The annual budget submittal shall include, but not be limited to, all of the proposed revenue sources and expenditures for the Marina. The proposed revenue projection shall include detailed written justification to support the proposed sources and projections. Westrec in proposing the annual expenditure budget shall include, but not be limited to, the following:

(1) **Personnel Costs**. An organizational chart listing all of the full and part-time positions that Westrec is proposing, their positions with titles, number in each position, proposed pay ranges, and benefit costs for each position.

(2) **Marketing and Promotion Costs.** Westrec shall provide a comprehensive

marketing and promotion budget which will list the proposed specific expenditures to support the proposed plan.

(3) **Proposed Capital Improvement and Repair Maintenance Plan.** Westrec shall develop a proposed detailed Capital Improvement and Repair Maintenance Plan that specifically describes each proposed expenditure, activity, justification or need for activity, and the estimated cost.

(4) **City's Overhead Costs.** Westrec shall provide a detailed list and projected cost for each expenditure.

(h) **Agreements.**

Westrec shall have the authority to negotiate and recommend to the City such agreements which Westrec deems necessary or advisable for the furnishing of utilities, services, concessions and supplies, for the maintenance, repair and operation of the Marina and such other agreements which may benefit the Marina or be incidental to the matters for which Westrec is responsible hereunder.

(i) **Other Decisions.**

Westrec shall make all decisions in connection with the day-to-day operations of the Marina.

(j) **Regulations and Permits.**

Westrec will observe, obey and comply with all rules and regulations adopted by the City and all laws, ordinances, and or rules and regulations of other governmental units and agencies having lawful jurisdiction, which may be applicable to the operations under this Agreement. Failure to do so will constitute a breach of this Agreement. Westrec shall procure all required permits, licenses and approvals, on behalf of the City, for the operation and performance under this Agreement. All permit or regulatory fees or costs shall be paid directly by the City, subject to the approved marina budget or any subsequent approvals.

(k) **Management Records and Reports of Disbursements and Collections**.

Westrec shall establish, supervise, direct and maintain the operation of a system of record keeping and bookkeeping with respect to all receipts and disbursements in connection with the management of the Marina. The books, records and accounts shall be maintained at the City's Marina. City acknowledges that any budgets or projections prepared by Westrec for City are only estimates of revenues and expenses, that the initial budgets and projections prepared by Westrec will be based in part on information provided by City, that any projections prepared by Westrec are subject to, and may be affected by, changes in financial, economic, competitive and other conditions and circumstances beyond Westrec's control and that such projections and budgets are not to be construed as a guarantee by Westrec of the actual results to be obtained from operations. City acknowledges that Westrec makes no representations or warranties as to the results to be obtained from operations. City acknowledges that Westrec has no knowledge,

and cannot certify the accuracy of any historical information provided to Westrec by City. All receipts and disbursements in connection with Marina operations will be recorded on the City's books using software provided by the City utilizing Westrec personnel. All receipts will be deposited into the City's bank account. Receipts will be accounted for on the City's books by Westrec personnel. All purchases for the Marina which fall under the City's area(s) of responsibility shall be made such that they are in compliance with the City's Purchasing Policy, Procedures and Code. Requests for disbursements will be processed through the City's accounting system and paid with City's funds. Westrec will have access to the City's accounting system to print and analyze financial data for the Marina on an on-going basis.

(l) **Collection**.

Westrec shall analyze and direct the collection and billing of all accounts receivable due to the City with respect to the Marina and shall be responsible for establishing policies and procedures to minimize the amount of bad debts.

(m) **Legal Actions**.

Westrec shall cause to be instituted, on behalf and in the name of the City, any and all legal actions or proceedings Westrec deems necessary or advisable to collect charges with the advice and consent of the City, rent or other income due to City with respect to the Marina or to oust or dispossess tenants or other persons unlawfully in possession under any lease, license, concession agreement or otherwise, and to collect damages for breach thereof or default thereunder by such tenant, licensee, concessionaire or occupant. The costs of all such legal actions or proceedings shall be borne by City. Westrec shall also assist the City in the defense of any and all actions and proceedings brought by tenants, suppliers, vendors and similar persons relating to the Marina and City shall be responsible for satisfying and paying the costs of defending all such claims to the extent not covered by insurance. Westrec shall provide notice to City of any and all actions or proceedings instituted by, on behalf of, or against the City.

(n) **Insurance.**

The City shall pay for and maintain all necessary insurances including but not limited to property casualty insurance for the MOA, Marina Operators Legal Liability, automobile coverage, theft coverage, and environmental pollution coverage, listing Westrec as an additional named insured. Westrec shall provide workers compensation coverage. The costs incurred by the City and Westrec for insurance coverage applicable to the MOA or marina operations shall be included in the approved marina budget and shall be paid or reimbursed by the City, pursuant to the approved marina budget.

Westrec shall provide to the City a certificate of coverage. Westrec shall maintain workers compensation coverage, throughout the term of this Agreement, and the policy shall prohibit termination, expiration, cancellation, or substantial modification without at least thirty (30) days prior written notice to the City.

As a part of the marina budget planning process for each subsequent Fiscal Year (beginning in FY 2014-2015~~FY2010 2011~~), all insurance coverage will be re-evaluated and

specific coverage may be redistributed between the City and Westrec depending on what is most advantageous to the parties. However, at all times the cost for insurance coverage for the MOA and the marina operations shall remain a part of the marina budget and will ultimately be paid or reimbursed by the City.

(o) **Restrictions.**

Notwithstanding anything to the contrary set forth in this Section 4, Westrec shall not be required to do, or cause to be done, anything for the account of City (i) which may make Westrec liable to third parties; or (ii) which may not be commenced, undertaken or completed because of insufficient funds of City.

(p) **Force Majeure.**

Neither the City nor Westrec is required to perform any term or covenant of this Agreement so long as performance is delayed or prevented by *force majeure*, which includes acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and any other cause not reasonably within the City's or Westrec's control and that the City or Westrec cannot, by exercising due diligence, prevent or overcome in whole or in part.

(q) **City Approval**

Westrec agrees it will obtain prior approval from the City prior to implementing changes on the following matters:

(1) Changes from the original approved plans, activities signage and graphics;
(2) Equipment Westrec plans to install requiring any building or facility modifications;
(3) Any use of the City's name or City seal;
(4) Any improvements to be constructed on the Marina property;
(5) Hours of daily operation;
(6) Uniforms to be used by the employees; and
(7) The décor of the Marina and all signs to be installed directed or displayed in or on the Marina property and any changes thereto at anytime during this Agreement.

Further it is understood by Westrec, that should any changes related to the above items be disapproved, either Party may offer alternative solutions.

(r) **Shared Expenses.**

The parties acknowledge that certain economies may be achieved with respect to certain expenses to be incurred on behalf of City hereunder if materials, supplies, insurance or services are purchased by Westrec in quantity for use not only in connection with the Marina but in connection with other marinas managed by Westrec or its affiliates. Westrec shall have the right, with the advice and consent of the City, to purchase such materials, supplies, insurance or services in its own name and charge City a pro rata share of the cost; provided, however, that the pro rata cost of such purchase to City shall not result in expenses greater than would otherwise be incurred

at competitive prices and on terms available in the area where the Marina is located or the service is rendered; and, provided further, Westrec shall provide a copy of the financial records to the City upon request and shall make records available to City at Westrec's corporate headquarters office at all reasonable times after reasonable notice to Westrec so City may review any such expenses incurred.

(s) **Reporting Requirements.**

Westrec must submit a monthly written report to the City Manager including but not limited to;

(1) Occupancy (both numbers and dollars), historical comparison;
(2) Fuel sales (both numbers and dollars), historical comparison;
(3) Marketing and promotions;
(4) Non-routine expenses;
(5) Capital improvements status report;
(6) Insurance claims;
(7) Litigation; and
(8) Safety and environmental incidents.

(t) **Business Continuity Plan.**

Westrec shall provide the City with a copy of its business continuity plan covering the Marina as well as the company head office. Westrec will provide the City with the results of any testing of its business continuity plan.

5. **Duties of City.**

City shall cooperate with Westrec in the performance of its duties under this Agreement and to that end, upon the request of Westrec, City agrees to provide reasonable office space for Westrec employees on the premises of the Marina, to give Westrec access to all files, books and records of City relevant to the Marina, and to execute all documents and instruments as Westrec, in its reasonable judgment, deems necessary or advisable to enable it to carry out its management of the Marina.

6. **Compensation of Westrec.**

Westrec agrees to operate and maintain the Marina and associated property on a negotiated fixed fee and variable fee basis.

(a) Fixed Fee Component.

The City shall pay Westrec a Fixed Fee Component of ~~Ninety-Six Thousand Dollars ($96,000)~~ Ninety-Five Thousand Two Hundred Sixty-Eight Dollars and Fifty-Six Cents ($95,268.56) annually, unless and until the parties negotiate a different amount. Such payment shall be paid in twelve monthly installments on the 15th of each month commencing ~~February 15, 2010~~.January 15, 2015. ~~The Fixed Fee Component shall increase annually, in an amount equal to the increase in the United States Department of Labor Consumer Price Index South Urban from the previous year, however the annual fee increase shall not exceed six percent (6%).~~

(b) **Variable Fee Component.**

In addition, the City shall pay Westrec a Variable Fee Component payment equal to one percent (1%) of the Marina Gross Revenues. In no event may the Variable Fee Component payment exceed the Fixed Fee Component. For purposes of this Agreement, "Marina Gross Revenues" means gross revenues of the Marina for Slip rental (including seasonal, transient and commercial rents), fees for the Mooring Field, and Leases in the MOA, excluding the existing casino boat lease, so long as the casino boat does not occupy a slip at the Marina. For the purposes of this calculation, Marina Gross Revenues does not include Gas and Diesel revenues, nor retail revenues for the Dock House Retail Area pursuant to the Lease Agreement for the Dock House Retail Area. The Variable Fee Component payment will be made quarterly in arrears, not later than 30 days following the end of each quarter.

7. **Fiscal Non-funding.**

In the event that sufficient budgeted funds are not available for any new fiscal period, the City shall notify Westrec of such occurrence and the Agreement shall terminate on the last day of the then current fiscal period without expense or penalty to the City.

8. **Audit.**

Westrec shall retain all records relating to this contract for a period of at least three years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, City reserves the right to audit such records pursuant to City policy.

9. **Public Emergencies.**

It is hereby made part of this contract that before, during and after a public emergency, disaster, hurricane, tornado, flood or other acts of God, that City shall require a "first priority" for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation that threatens public health and safety as determined by the City. Westrec agrees to rent, sell, lease all goods and services to the City or governmental entities on a "first priority" basis. The City expects to pay a fair and reasonable price for all products and services rendered or contracted in the event of a disaster, emergency, hurricane, tornado, or other acts of God.

10. **Sales Tax.**

Westrec shall pay the prevailing State of Florida sales and use tax for any amounts payable under this Agreement.

11. **City's Ownership of Improvements.**

Upon the expiration of this Agreement, for any reason, all existing and any future installed fixtures, equipment, improvements and appurtenances attached to or built into the Marina in such a manner as to become part of the freehold whether or not by the expense of Westrec, shall become and remain a part of and be surrendered with the Marina property. Any furniture, furnishings, equipment

or other articles of moveable personal property owned by Westrec and located on the Marina property shall be and remain the property of Westrec and may be removed by it at any time during the term of this Agreement so long as Westrec is not in default of any obligations under this Agreement and the same has not become part of the freehold and so long as such do not materially affect Westrec's ability to use such premises and conduct its business as provided herein.

12. **Hours of Operation.**

The Marina property will be required to operate seven (7) days a week during those hours approved by the City. Sufficient staff will be available to provide outstanding service. The City may require change in hours of operation if in the reasonable discretion of the City such a change is desirable for providing the best service to the public.

13. **Termination by the City or Westrec.**

(a)The Agreement ~~to~~ may be terminated by the City or Westrec without cause by giving the other party ninety (90) days prior written notice.~~upon the terms and conditions as set forth below.~~

~~(a) **Automatic Termination.**~~

~~The City may automatically terminate the Agreement, by providing written notice to Westrec as set forth herein, upon the occurrence of the following:~~

~~(1) Institution of proceedings and voluntary bankruptcy or reorganization by the Westrec, or the institution of proceedings and involuntary bankruptcy against Westrec, if such proceedings continue for a period of more than ninety (90) days;~~

~~(2) Assignment by Westrec for the benefit of creditors;~~

~~(3) Abandonment or discontinuation of operation for more than a twenty-four hour period, unless as permitted herein, without prior written approval from the City; and~~

~~(4) Discovery of any misstatement in Westrec's proposal leading to the award of this Agreement which in the determination of the City significantly affects Westrec's qualifications to perform under the this Agreement.~~

~~(b) **Termination after Fourteen (14) Days.**~~

~~The City may provide written notice of default and termination of the Agreement within fourteen (14) days, as set forth herein, for the reasons set forth below:~~

~~(1) Nonpayment of any sum or sums due hereunder after the due date for such payment provided; however, that such termination shall not be effective if Westrec makes the required payments during the fourteen (14) calendar day period following mailing of written notice.~~

~~(2) Notice of any condition imposing a threat to health or safety of public patrons and not remedied within the fourteen (14) calendar day period from receipt of written notice.~~

(3) A final determination in a court of law in favor of the City in litigation instituted by Westree against the City or brought by the City against Westree.

(4) Instances in which a corporate acquisition or a merger represents a conflict of interest or is contrary to any local, state, or federal laws.

In the event that Westree does not cure the breach, to the satisfaction of the City, within the fourteen (14) calendar days of the notice as set forth herein, then the Agreement shall be terminated.

(c) Termination after Forty-five (45) Days.

The City may provide written notice of default and termination of the Agreement within forty-five (45) days, as set forth herein, for the reasons set forth below:

(1) Nonperformance of any covenant of this Agreement other than non-payment of rent or performance fees other than listed in the paragraphs above.

(2) The inability or failure of Westree to provide the City with an unqualified, certified statement of gross sales, or to strictly adhere to the revenue control procedures established in this Agreement. In such event the City shall have the right to terminate this Agreement upon forty-five (45) calendar days written notice to the lessee.

In the event that Westree does not cure the breach, to the satisfaction of the City, within the forty-five (45) calendar days of the notice as set forth herein, then the Agreement shall be terminated.

(d) Habitual default.

Notwithstanding the foregoing, in the event Westree has repetitively defaulted four (4) times within a twelve (12) month period in the performance of or breached any of the terms, covenants and conditions required herein to be kept and performed by Westree regardless of whether Westree has cured each individual condition of breach or default, Westree may be determined by the City to be a "habitual violator" at the times such determination is made, the City shall issue to Westree a written notice advising of such determination citing the circumstances therefore. Such notice shall also advise Westree that there shall be no further notice or grace periods to correct any subsequent breaches or defaults and that any subsequent breaches or defaults whatever nature taken with all previous breaches and defaults shall be considered cumulative and collectively shall constitute condition of non-curable default and grounds for immediate termination of this Agreement. In the event of any such subsequent breach or default, the City may cancel this Agreement upon the giving of written notice of termination to Westree such cancellation to be effective upon the 10th day following the date of receipt thereof and all payments due hereunder shall be payable to said date. Westree shall have no further rights hereunder. Immediately upon notice of said notice of termination, Westree shall discontinue its operations at the Marina and proceed to remove all its personal property.

~~(e)~~ (b) **Natural Disaster**

In the event that the City's marina is destroyed or significantly damaged by a natural disaster or Act of God, either Party may terminate this Agreement upon providing 30 days written notice as set forth herein.

~~(f)~~ (c) **Tax Exempt Bonds**

In the event that the City loses it's tax exempt status on the existing municipal improvements due to the terms of the this Agreement, either Party may terminate this Agreement upon providing 30 days written notice as set forth herein.

~~14. Termination by Westrec.~~

~~Westrec shall have the right, upon thirty (30) calendar days from receipt of written notice to the City by certified or registered mail, to the address specified in at paragraph (2)(h) above, to terminate this Agreement at any time after the occurrence of one or more of the following events:~~

~~(a) Issuance by any court of competent jurisdiction of any injunction, substantially restricting the use of the Marina property.~~

~~(b) A breach by the City of any of the terms, covenants, or conditions contained in this Agreement and the failure of the City to remedy such breach for a period of ninety (90) calendar days after receipt of written notice sent by registered or certified mail return receipt requested from the Westrec of the existence of such breach.~~

~~(c) The assumption by the U.S. Government or any authorized agency or any other governmental agencies the operation control or use of the Marina.~~

~~15.~~ 14. **Limiting Legislative or Judicial Action.**

In the event that any municipal, county, state or federal body of competent jurisdiction passes any law, ordinance or regulation in any way restricting or prohibiting the use of the Marina for purposes of this Agreement, this Agreement may be terminated by Westrec pursuant to the "Termination by Westrec" clause in paragraph 18 above and will be null and void and unenforceable by any party to this Agreement and the City shall have no further liability under this Agreement. In the event that any court or legislative body of competent jurisdiction issues an injunction substantially restricting or prohibiting the use of the Marina for the purposes of this Agreement, which injunction stays in force for more than thirty (30) calendar days, this Agreement will be null and void and unenforceable by any party to this Agreement and the City shall have no further liability under this Agreement. If the City deems the Agreement null and void by function of this paragraph, the City will not be liable to Westrec for damages arising therefrom and the City shall have no further liability under this Agreement.

~~16.~~15. **Nondiscrimination.**

Westrec does hereby for itself, its personal representatives, successors in interest and assigns as part of the consideration and agreement consideration hereof, covenant and agree that:

(a) No person on the grounds of race, color, religion, national origin, sexual orientation, age, residency within or without the City or handicap shall be excluded from participating in or be denied the benefits of or be otherwise subjected to discrimination in the use of the Marina except for bona fide cause allowed by law.

(b) The construction of any improvements on over such land or in the furnishing of services thereon. No person on the grounds of race, color, religion, national origin, sexual orientation, age, residency within or without the City or handicap shall be excluded from participation in, be denied the benefits of or otherwise be subjected to discrimination, except for bona fide causes allowed by law.

(c) That Westrec shall use the premises in compliance with all other requirements imposed by or pursuant to Title 45, Code of Federal Regulations, Article 80, non discrimination under programs receiving federal assistance through the City of health, education and welfare-effectuation of Title VI of the Civil Rights Act of 1964 and as such regulations may be amended that in the event a breach of any of the above non-discrimination covenants, the City shall have the right to terminate the Agreement and this Agreement shall be null and void. Westrec shall not discriminate against City employees or applicant for employment in the performance of the contract with respect to hiring tenure terms, conditions or privileges of employment because of age, sex, or physical handicap (except where based on a bona fide occupational qualification); or because of marital status, color, religion, national original or ancestry.

~~17.~~16. **Hurricane Preparedness.**

Westrec shall follow the City's emergency evacuation and hurricane plan.

~~18.~~17. **Termination of Agreement.**

Following the termination of this Agreement by either party within fifteen (15) calendar days, or earlier if determined by the City, Westrec shall forthwith remove all of its personal property not acquired under the terms of the Agreement. Any personal property of Westrec not removed in accordance with this paragraph may be removed by the City for storage at the cost of Westrec or shall constitute a gratuitous transfer of title thereof to the City for whatever disposition is deemed to be in the best interests of the City. The City shall not be liable to Westrec for safekeeping for Westrec's personal property during or after termination of this Agreement.

~~19.~~18. **Approvals.**

Except as otherwise provided, whenever approvals are required herein by either party, such approval shall not be unreasonably withheld.

~~20.~~19. **Rights Reserved to the City.**

All rights not specifically granted to Westrec by this Agreement are reserved to the City, and the designation of any particular remedy for the City without prejudice to any other relief available in law or equity and all such relief is reserved to the City.

~~21.~~20. **Lien.**

The City shall have a lien upon all personal property of Westrec to secure the payment to the City of any unpaid money accruing to the City under the terms of this Agreement.

~~22.~~21. **Submerged Land Lease.**

A submerged land lease is attached hereto as Exhibit 5. Westrec agrees to operate the Marina Operating Area (MOA) in such a fashion as to not violate such submerged land lease.

~~23.~~22. **Compliance with City's Internal Control Processes.**

Westrec agrees to comply with the City's procurement policies and procedures, budget policies and other policies which are attached hereto as Attachment 4.

~~24.~~23. **City's Mooring Fields.**

The City owns and maintains 20 Helix® system moorings located across from the Marina on the west side Atlantic intercoastal waterway as part of the MOA. The City is currently operating this mooring field within the jurisdiction of the City which is coming into compliance with Florida's law. The City will continue to regulate this issue of mooring fields and may revise its ordinances as appropriate. In addition, the City retains the right to expand its mooring fields to additional areas, and will notify Westrec of any action taken in this regard. The City's Mooring Fields are part of the MOA and are subject to the management, operating and insurance provisions as set forth herein.

~~25.~~24. **Recycled Material.**

Westrec agrees to use recovered materials to the extent practical under the terms of this contract.

The City wishes to encourage Westrec to use recycled materials in fulfilling contractual obligations to the City and that such a policy will serve as a model for other public entities and private sector companies.

When awarding a purchase of $5,000 or less or recommending a purchase in excess of $5,000 for products, materials or services, Westrec may allow preference to a responsive bidder who certifies that their product or material contains the greatest percentage of post-consumer materials. If they are bidding on paper products, it may certify that their materials and/or products contain at least the content recommended by the EPA guidelines.

Definitions under this section are as follows:

"Recovered Materials:" Materials that have recycling potential, can be recycled, and have been diverted or removed from the solid waste stream for sale, use or reuse, by separation, collection or processing.

"Recycled Materials:" Materials that contain recovered materials. This term may include internally generated scrap that is commonly used in industrial or manufacturing processes, waste or scrap purchased from another manufacturer and used in the same or a closely related product

"Postconsumer Materials:" Materials which have been used by a business or consumer and have served their intended end use and have been separated or diverted from the solid waste stream for the purpose of recycling such as Newspaper, aluminum, glass containers, plastic containers, office paper, corrugated boxes, pallets or other items which can be used in the remanufacturing process.

~~26.~~25. **Infringement of Patent, Trademarks or Copyrights.**

Westrec agrees to indemnify the City and hold it harmless from and against all claims, liability, loss, damages or expense including attorney fees, arising from or by reason of any actual or claimed trademark patent or copyright infringement or litigation based thereon with respect to the services or goods or any part thereof covered by this Agreement, and such obligations shall survive the term of this Agreement.

~~27.~~26. **Signage.**

Westrec shall abide by the City's Sign Code attached hereto as Attachment 5.

Any changes to exterior signage must meet applicable codes, ordinances, and HDC and CRA district guidelines.

~~28.~~27. **Condemnation.**

(a) **Total Condemnation.**

If during the term of this Agreement or any extension or renewal of this Agreement, all of the MOA is taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or are sold to the condemning authority under threat of condemnation, this Agreement will terminate, and the payments will be abated during the unexpired portion of this Agreement effective as of the date the condemning authority takes the said Area.

(b) **Partial Condemnation.**

If less than all, but more than ten percent (10%) of the MOA is taken for any public or quasi-public use under any governmental law, ordinance, or regulation or by the right of eminent domain, or is sold to the condemning authority under threat of condemnation, either party may terminate the Agreement by giving written notice to the other party within sixty (60) days. If the said area is partly condemned and neither party elects to terminate this Agreement or if less than ten percent (10%) of the said area is condemned, this Agreement will not terminate, but the payments to be made will be adjusted equitably during the unexpired portion of this Agreement.

(c) **Condemnation Award.**

The City will receive the entire award from any condemnation, and Westrec will have no claim to that award or for the value of any unexpired term of this Agreement.

~~29.~~28. **Mechanic's Liens.**

Westrec will not permit any mechanic's lien or liens to be placed on the MOA or on improvements to it. If a mechanic's lien is filed on the MOA or on improvements on it, Westrec will promptly pay it. If default in payment of the lien continues for ten (10) days after the City's written notice to Westrec, the City may, at its option, pay the lien or any, portion of it without inquiring into its validity. Any amounts the City pays to remove a mechanics lien caused by Westrec to be filed against the MOA or against improvements on the MOA, including expenses and interest, are due from Westrec to the City and must be repaid to the City immediately upon rendition of notice together with interest of twelve percent (12%) annually until fully paid.

The City's interest in the MOA is not subject to mechanic's liens for improvements made, or contracted for, by Westrec. Westrec must give written notification to all contractors making any improvements on the MOA of the provisions of this Agreement.

~~30.~~29. **Indemnity.**

(a) **Westrec's General Indemnity**.

City hereby agrees to indemnify Westrec for claims brought against Westrec only to the extent that they are found to result from the sole negligence of the City, its governing body, or its employees. This indemnification shall not be construed to be an indemnification for the acts, or omissions of third parties, independent contractors, or third party agents of the City. This indemnification shall not be construed as a waiver of the City's sovereign immunity, and shall be interpreted as limited to only such traditional liabilities for which the City could be liable under the common law interpreting the limited waiver of sovereign immunity. Any claims against the City must comply with the procedures found in §768.28, Florida Statutes. In order to comply with the requirements of §129.06, Florida Statutes, and Article VII, Section 10 of the Florida Constitution, the value of this indemnification is limited to the lesser of the amount payable by either party under the substantive provisions of this Agreement, or the limitations of §768.28, Florida Statutes. In addition, this indemnification shall be construed to limit recovery by the indemnified party against the City to only those damages caused by City's sole negligence, and specifically not include any attorneys' fees or costs associated therewith.

(b) **Environmental Indemnity**.

Westrec is responsible only for the payment of that portion of any cleanup cost for compliance with hazardous materials laws that arise during the term of this Agreement as a result of a discharge of hazardous materials directly attributable to the negligence of a Westrec employee. The City is responsible for all other cleanup costs, including all costs associated with environmental compliance at the Marina, and the City is responsible for insuring that any other responsible party participate in the clean up to the extent of its responsibility for relief. Westrec

shall indemnify, defend, and hold harmless the City from and against all claims, liabilities, losses, damages, and costs, foreseen or unforeseen including without limitation counsel, engineering, or any other professional or expert fees, that the City may incur by reason of the negligence of Westrec employees during the term of this Agreement as set forth herein. This section survives the expiration or earlier termination of this Agreement.

~~31.~~30. **Alternative Dispute Resolution.**

Westrec and the City agree that any controversy or claim arising out of or relating to this Agreement, or breach thereof, shall be first subject to mediation by a mutually agreed upon mediator before any suit is filed.

~~32.~~31. **Current Marina Debt.**

(1) Both parties recognize that there is existing current marina debt.

a. Current Bonds. The City previously issued tax-exempt debt in the amount of $6.4 million to finance various improvements to the Marina. The debt service schedules are attached to this Agreement as Exhibit 1.

b. Conversion of Tax Exempt Debt To Taxable Debt for "private activity" Use. The City has outstanding indebtedness relating to marina improvements as set forth in Exhibit 2. Notes were issued in 2005 and 2009 to banks bearing interest at tax-exempt rates because under federal income tax law, the City qualified for the tax exemption as the owner and operator of the Marina.

(2) Westrec agrees to cooperate with the City to maintain this tax exemption, thus avoiding estimated maximum present value of the additional interest cost to the City of $1,082,745.60. The City shall provide notice to Westrec, and an opportunity to cooperate with the City, as to the measures that may be necessary to protect the tax exempt status of the debt financing.

~~33.~~32. **Reservations.**

Reservations are currently accepted up to four (4) months in advance. Westrec has provided an operations plan relating to reservations policy, including reservations, software, prepaying requirements and cancellation policies.

Any changes to the reservations policy must be approved by the City Manager.

~~34.~~33. **Facilities.**

Westrec will maintain the premises in good order and in sanitary and safe condition.

Westrec shall provide one boat slip, as needed, for use by the City for a police boat at all times during the term of this Agreement.

35.34. **Festivals and Special Events.**

The City hosts a number of festivals and special events: primarily the Shrimp Festival the first weekend in May, the Kingfish fishing tournament in June, and July 4th fireworks show. Frequently these events draw boaters and fill marina slips. Some festivals and special events might have some impact on the Marina operations and Westrec will cooperate with the City and designated festival committees in planning activities to support the Marina .

36.35. **Collection of Delinquent Accounts.**

The City invoices its customers for dockage both in advance and in arrears depending on the nature of the business relationship. Routinely, the City has a list of delinquent accounts ranging from a few hundred dollars to several thousand dollars. The City routinely works with its customers to bring all delinquent accounts current. Westrec shall provide its collection policies and procedures and how they would be applied to the Marina Operations Area.

37.36. **Use of Trademarks, Service Marks and Related Items**

In providing its services under this Agreement, Westrec will use the name, trademark and service mark "WESTREC" and such other trademarks, service marks, logos, commercial symbols, insignia and designs as Westrec shall deem appropriate (collectively, the "Trademarks") and certain operations manuals and software (including operations, emergency procedures, personnel, risk management and accounting software and manuals), formats (including financial reporting and budgeting formats) and forms (including bookkeeping, accounting and lease forms) and software (collectively, the "Proprietary Material"). Westrec hereby grants City the nonexclusive, nontransferable right to have Westrec, for the benefit of City, use the Trademarks and Proprietary Material in connection with the management and operation of the Marina all subject to Westrec's complete control. It is understood and agreed that Westrec shall have the right to use and license others to use the Trademarks and Proprietary Material elsewhere for any purposes whatsoever, including without limitation in the management and operation of other marinas. Immediately upon the expiration or termination of this Agreement, City shall (a) return to Westrec all materials bearing any of the Trademarks and all Proprietary Material without retaining any copies thereof, and (b) cease all use of the Trademarks and Proprietary Material by all means required, including without limitation changing all telephone listings using any of the Trademarks, removing all signs bearing any of the Trademarks, and using its best efforts to have existing tenants at the Marina sign new leases to replace their existing Westrec lease forms. Nothing contained in this Agreement shall give City any right, title or interest in or to any of the Trademarks or Proprietary Material, except the mere privilege and license during the term of this Agreement to have Westrec, for the benefit of City, use the Trademarks and Proprietary Material in connection with the management and operation of the Marina. City acknowledges and agrees that the Trademarks and Proprietary Material are the exclusive property of Westrec and that City now asserts and will hereafter assert no claim to any goodwill, reputation or ownership of any of the Trademarks or Proprietary Material. City shall not do or permit any act or thing to be done in derogation of any of Westrec's rights in any of the Trademarks or Proprietary Material, either during the term of this Agreement or thereafter. City shall not, during or after the term of this Agreement, in any way dispute or impugn the validity of the Trademarks or Proprietary Material, the rights of Westrec therein, or the rights of Westrec or other licensees of Westrec to use the same, both during the

term of this Agreement and thereafter. The provisions of this section shall survive the expiration or termination of this Agreement.

37. Florida Public Records Law Requirements

Pursuant to Section 119.0701, Florida Statutes, Westrec shall: (a) keep and maintain all public records as that term is defined in Chapter 119, Florida Statutes ("Public Records"), that ordinarily and necessarily would be required by the City in order to perform the work contemplated by this Agreement; (b) provide the public with access to Public Records, on the same terms and conditions that the City would provide the records and at a cost that does not exceed the costs provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that Public Records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; (d) meet all requirements for retaining Public Records and transfer, at no cost to the City, all public records in possession of Westrec within thirty (30) days after termination of this Agreement, however terminated, and destroy any duplicate Public Records that are exempt or confidential and exempt from public records disclosure requirements and provide the City with a letter confirming that this has been done within thirty (30) days of the termination of this Agreement. All Public Records stored electronically must be provided to the City in a format that is compatible with the information technology of the City. If Westrec does not comply with a public records request, the City may pursue any and all remedies available in law or equity, including but not limited to specific performance.

IN WITNESS WHEREOF, the parties hereby have executed this Marina Management Agreement as of the date first-above written.

CITY:

By: _____
Name: Joe Gerrity
Title: City Manager

Attest: _____
Name: Caroline Best
Title: City Clerk

WESTREC:

WESTREC MARINA MANAGEMENT, INC.

By: _____

William W. Anderson, President

APPROVED AS TO FORM AND LEGALITY:

_____

Tammi E. Bach, City Attorney

File Original
Send: Original to Westrec

CITY COMMISSION AGENDA ITEM
CITY OF FERNANDINA BEACH

SUBJECT: Resolution 2014-141
Lease and Management Agreement(s) – Westrec Marina Management, Inc.

DEPARTMENT: City Manager

ATTACHMENTS: ___ Ordinance _X_ Resolution
___ Support Documents ___ Other

RECOMMENDED ACTION: Approve Resolution 2014-141

SUMMARY: On September 21, 2009, the City Commission selected Westrec Marina Management, Inc.'s ("Westrec") proposal to manage the City's Marina and authorized negotiations of an agreement. The City Commission approved a 5-year Marina Management Agreement and 5-year Lease Agreement for the dockhouse on December 15, 2009. The 2009 Management Agreement and Lease Agreement will expire in December 2014.

The City Commission wishes to enter into a new Marina Management Agreement and Lease Agreement with Westrec, and both can be terminated by the City or Westrec without cause by giving 90 days' notice.

The highlights of the new management agreement are:

- Reduction of one full-time position to a seasonal part-time position resulting in a savings of $8,800 per year;
- Westrec Marina Management fee reduction in the amount of $8,800 per year;
- The Fernandina Beach Marina will be closed during the 4 winter months (their slow season) at 6:00 pm rather than 8:00 pm resulting in a savings of $6,160 per year.
- No change to the variable fee component of the agreement

Subsequent to these changes, the City will realize an annual savings of $23,760.

FISCAL IMPACT: Management fees including the variable fee is included in the FY 2014/2015 Budget in the Marina Contractual account, 480-7500-575.3400.

CITY ATTORNEY COMMENTS: None

DEPARTMENT HEAD	Submitted by: Joe Gerrity City Manager	Date: 9/22/14
	Requested Agenda	Date: 10/07/14
FINANCE DEPARTMENT	Approved as to Budget Requirements DTC	Date: 9/29/14
CITY ATTORNEY	Approved as to Form & Legality TEB	Date: 9/30/14
CITY MANAGER	Approved Agenda Item for 10/07/14	Date: 9/22/14

COMMISSION ACTION:

✓ Approved As Recommended	___ Disapproved
___ Approved With Modification	___ Postponed to Time Certain
___ Other	___ Tabled

Approved at the City Commission
Resolution Meeting
Held on 10/7/14
Voted: 5-0 Initial: AB

City of Fernandina Beach

OFFICE OF THE CITY CLERK

March 6, 2014

Michelle Van Lenten
Regional Coordinator
WESTREC MARINAS
Southern Regional Office
801 N. E. Third Street
Dania Beach, Florida 33004

RE: Lease and Management Agreements

Dear Ms. Van Lenten,

The Fernandina Beach City Commission at their Regular Meeting on October 7, 2014, approved Resolution 2014-141 approving a Management Agreement and a Lease Agreement to manage the Marina and lease the dockhouse building located at 1 North Front Street. Attached is a copy of Resolution 2014-141 and original executed Management and Lease Agreements for your files.

If you have any questions, please let us know.

Sincerely,
City of Fernandina Beach
Caroline Best
Caroline Best
City Clerk

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 2
For
RFP 2020-02 MARINA MANAGEMENT-LEASING

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

ADDENDUM No. 2

The following changes are applicable to the original RFP documents and specifications of **RFP 2020-02**. This Addendum No.2 now becomes part of the original Request for Proposal and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting the proposal. Failure to do so may disqualify the submittal.

Submitters shall thoroughly familiarize themselves with the contents of this Addendum before submitting the proposal.

NAME: _____TITLE: _____

ADDRESS: _____

CITY: _____STATE: _____

AUTHORIZED SIGNATURE: _____DATE: _____

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 2
For
RFP 2020-02 MARINA MANAGEMENT-LEASING

Due to the COVID 19 restrictions, City facilities are closed to the public. Hand Delivered submittals will not be accepted. Only mailed or packaged submissions will be accepted.

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 3
For
RFP 2020-02 MARINA MANAGEMENT-LEASING

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

ADDENDUM No. 3

The following changes are applicable to the original RFP documents and specifications of **RFP 2020-02**. This Addendum No.3 now becomes part of the original Request for Proposal and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting the proposal. Failure to do so may disqualify the submittal.

Submitters shall thoroughly familiarize themselves with the contents of this Addendum before submitting the proposal.

NAME: _____TITLE: _____

ADDRESS: _____

CITY: _____STATE: _____

AUTHORIZED SIGNATURE: _____DATE: _____

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 3
For
RFP 2020-02 MARINA MANAGEMENT-LEASING

1. Will electronic submission be allowed? Not at this time.

2. Can we get a copy of the current agreement between the city and Westrec?
   The current Westrec lease is included in Addendum No. 2 on the City website.

3. Is there a P&L for the last fiscal year or past year on just the marinas performance?
   This information can be found at https://www.fbfl.us/documentcenterii.asp, Finance folder to Audit folder.

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 4
For
RFP 2020-02 MARINA MANAGEMENT-LEASING

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

ADDENDUM No. 4

The following changes are applicable to the original RFP documents and specifications of **RFP 2020-02**. This Addendum No.4 now becomes part of the original Request for Proposal and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting the proposal. Failure to do so may disqualify the submittal.

Submitters shall thoroughly familiarize themselves with the contents of this Addendum before submitting the proposal.

NAME: _____TITLE: _____

ADDRESS: _____

CITY: _____STATE: _____

AUTHORIZED SIGNATURE: _____DATE: _____

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 4
For
RFP 2020-02 MARINA MANAGEMENT-LEASING

1. Would the City like to see a proposed complete operating budget for the marina as an entity, or just the revenue and our forecasted expenses to the city? Only the revenue and forecasted expenses to the City.

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 5
For
RFP 2020-02 MARINA MANAGEMENT-LEASING

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

ADDENDUM No. 5

The following changes are applicable to the original RFP documents and specifications of **RFP 2020-02**. This Addendum No.5 now becomes part of the original Request for Proposal and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting the proposal. Failure to do so may disqualify the submittal.

Submitters shall thoroughly familiarize themselves with the contents of this Addendum before submitting the proposal.

NAME: _____TITLE: _____

ADDRESS: _____

CITY: _____STATE: _____

AUTHORIZED SIGNATURE: _____DATE: _____

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 5
For
RFP 2020-02 MARINA MANAGEMENT-LEASING

1. Must the separate lease for the dock house remain separate or can the marina's management and dock house component be combined? The dock house is not required to be separate and, as part of discussions with the selected contractor/vendor, subject to further discussions, if desired.

CITY OF FERNANDINA BEACH BID OPENING TALLY

RFP 2020-02 April 30, 2020

Bid Name: Marina Lease/Management

Attended by: **Dale Martin and Wanda Weaks**

DATE/TIME REC'D	COMPANY NAME/LOCATION	BID AMOUNT	EXHIBITS A-H	ADDENDUMS 1-2-3-4-5
4/27/2020 1:55pm	Mobius Marina Mgmt, St Augustine, FL		X	X
04/30/2020 12:49pm	Safe Harbor Marinas LLC, Dallas TX		X	X
04/30/2020 11:41am	Founders 3 Mgmt, Milwaukee WI		X	X
04/29/2020 11:29am	Oasis Marinas, Annapolis MD		X	X
04/27/2020 1:48pm	Coastal Marina Management		X	X

This is a premliminary 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

Stantec

Revised Technical Memorandum

To:	Mr. Dale Martin City Manager City of Fernandina Beach, FL	**From:**	Peter Napoli, Consultant William Zieburtz, Director Stantec Consulting Services Inc.
Re:	Financial Review of Marina Management Proposals	**Date:**	June 12, 2020

PURPOSE

Stantec Consulting Services Inc. (Stantec) has conducted a Financial Review of Marina Management Proposals (Study) for the City of Fernandina Beach, Florida (City) to evaluate the financial components of five submittals received in response to the City's RFP #2020-02 for the management and/or leasing of the Fernandina Harbor Marina facilities.

This memorandum outlines the assumptions and key inputs, and provides a description of the approach that was used to arrive at the findings and conclusions of the Study.

BACKGROUND

The Fernandina Harbor Marina (Marina) is owned by the City of Fernandina Beach. In 2016, the Marina was heavily damaged during Hurricane Matthew and many of the docks were destroyed, forcing the closure of the Marina for the last three years. Completing Marina repairs and resuming operations at a fiscally sustainable level was an important objective for the City and a financial management plan was needed. In 2019, Stantec was retained by the City to perform an analysis, that included a long-term projection of the Marina Fund's financial sustainability. Our analysis concluded that the Marina would require financial assistance from the City's General Fund to complete the necessary capital projects and meet debt service requirements.

The marina's operations have been managed through an agreement with Westrec Marinas since 2009. As it has been several years since the agreement has been reviewed, and in light of the recent renovations, the City Commission decided to examine and clarify financial and operational arrangements for the Marina's future.

As such, the City presented a Request for Proposal (RFP) to parties interested in "Managing and/or Leasing Marina Facilities". The RFP is officially closed and the City has received five submittals for consideration. The City has outlined the three components of the evaluation criteria as follows: "Technical Capabilities", "Previous Experience", and "Financial Component". The City retained Stantec to assist with the evaluation of the financial component of the submittals.

APPROACH

Our analysis was based on data and assumptions derived from the proposals submitted by the five firms responding to RFP #2020-02 and the current operating contract with Westrec Marinas. The first step for evaluating each of the proposals from the potential management firms was to identify and isolate the financial information from each document. Five of the firms propose to manage operations of the Marina facilities (four new proposals plus the current operator, Westrec Marinas) and one firm, Safe Harbor Marina, proposes to lease the Marina facilities. It is important to distinguish between these two types of proposals since the management proposals are fee-based and the leasing proposal is payment-based. As a requirement, each submission includes the proposed management fee or proposed lease payment to the City. Other relevant financial information is included in some proposals, such as Oasis Marinas and Mobius Marine providing their own operating budgets with estimated revenues and expenses, while the other firms rely on the City's current operating budget.

Our approach to assisting the City with their evaluation was based on evaluating two financial components: the Fee Component and the Net Income Component. The Fee Component includes a calculation of the total annual management fee the City would be responsible to pay each potential management firm and the Net Income Component represents a projection of the annual net income potentially experienced by the City as a result of the Marina's operations.

Fee Component

As part of our analysis, we calculated the proposed management fee from each of the five firms offering management services. The management fee for each firm is structured to include a fixed component, which is charged annually or monthly, and a variable component, which is based on the Marina's revenues or profits. To the extent the management firm included a proposed operating budget, it was used as the basis for the calculation of the variable management fee, otherwise the current FY 2019-20 operating budget was used.

Figure 1 below ranks each management firm's total proposed annual fee from lowest to highest and summarizes some of the key elements of comparison.

Figure 1

	Oasis Marinas	Founders 3	Coastal Marina Management	Westrec Marinas (Incumbent)	Mobius Marine	Safe Harbor Marina
Included an Operating Budget in Proposal?	Yes	No	No	Yes (Current Budget)	Yes	N/A
Fixed Management Fee	$48,000.00	$78,000.00	$84,000.00	$95,268.56	$70,000.00	N/A
Variable Management Fee - Basis	1.5% of Revenue	20% of Gross Revenue Exceeding Base Year (19-20)	1% of Gross Dockage Receipts and 75% of Gross Retail Sales	1% of Gross Revenues (Not Including Fuel or Retail)	10% of Operating Net Income	N/A
Variable Management Fee - Estimated	$28,885.80	$9,751.89	$6,754.23	$7,305.94	$43,962.10	N/A
Total Management Fee	**$76,885.80**	**$87,751.89**	**$90,754.23**	**$102,574.50**	**$113,962.10**	N/A
Rank	**1**	**2**	**3**	**4**	**5**	**N/A**

Net Income Component

The Net Income Component of our analysis compares each potential management firm's proposed operating net income and the proposed lease income from Safe Harbor Marina. As mentioned in the previous section, only two of the submittals included proposed operating budgets, Oasis Marinas and Mobius Marine. The current operating budget for FY 2019-20 was used as the basis for the evaluation of the current operator, Westrec Marinas, and the other three firms that submitted proposals; Founders 3, Coastal Marina Management, and Safe Harbor.

For purposes of evaluating operating net income, all grants and one-time transfers were excluded from the Marina's operating revenues, and all debt service and capital investments were excluded from the Marina's operating expenses. Also, the estimated fixed and variable management fees were subtracted from the calculated operating net income for each management firm.

The net income resulting from Safe Harbor Marina's lease payment reflects an annualization of the $1,000,000 lease acquisition fee over the 10 year term, as well as the base rent of $25,000, less $ 78,125.80 repair and maintenance costs the City would be responsible for. The result is $46,874.20 of Net Lease Income.

Figure 2 on the following page identifies each firm's proposal type (management or lease) and ranks each firm's proposed operating net income or lease payment from highest to lowest.

Figure 2

	Oasis Marinas	Mobius Marine	Coastal Marina Management	Founders 3	Westrec Marinas (Incumbent)	Safe Harbor Marina
Proposal Type	Management	Management	Management	Management	Management	Lease
Slip Rental Revenue	$852,000	$723,648	$675,423	$675,423	$675,423	N/A
Gasoline/Fuel Revenue	$998,220	$1,426,125	$943,480	$943,480	$943,480	N/A
Other Revenues	$75,500	$184,383	$55,172	$55,172	$55,172	N/A
Less: Gasoline/Fuel Cost	$699,376	$1,112,400	$731,300	$731,300	$731,300	N/A
Less:Operating Expenses	$608,265	$782,135	$816,834	$810,834	$835,408	N/A
Less: Variable Management Fee	$28,886	$43,962	$6,754	$9,752	$7,306	N/A
Proposed Operating Net Income	**$589,193**	**$395,659**	**$119,187**	**$112,189**	**$92,755**	N/A
Lease Acquisition Fee (Annualized)	N/A	N/A	N/A	N/A	N/A	$100,000.00
Base Rent	N/A	N/A	N/A	N/A	N/A	$25,000.00
Less: Repair/Maintenance Costs	N/A	N/A	N/A	N/A	N/A	-$78,125.80
Net Lease Income	N/A	N/A	N/A	N/A	N/A	**$46,874.20**
Rank	**1**	**2**	**3**	**4**	**5**	**6**

CONCLUSION

The Oasis Marinas proposal offers the lowest total management fee and the projection of the highest operating net income for the City. If the City accepts all proposals as equivalent and comparable, their proposal clearly offers the best financial terms.

As the City interprets the proposals, it is worth considering the differences among the proposals and evaluating the ability of the firms to achieve the estimated or projected results underlying their proposals. The proposers' assumpitons for differing budgets were not disclosed, and the other proposers' reliance on the City's budget should also be considered as the City seeks to rely on the representations in these proposals. If the firms are not able to generate the projected results, the financial implications to the City would differ from the projections shown.

It is also important to note that the Net Income Component of the analysis is based on data that is somewhat speculative in nature. We are unable to validate the underlying assumptions supporting each firm's proposed revenue and expense budgets and those assumptions have implications for the City. For instance, the Marina's Slip Rental revenue is a function of total slips available and the fees by City Commisioners, so it is possible that differences in projected Slip Rental revenue between proposers might not be justifiable.

Additionally, the City should weigh the differences in results relative to the Marina's overall budget. As an example, the difference of the lowest management fee to the highest is only $36k, or approximately 1.2% of the Marina's total current budget.

If you or others at the City have any questions, please do not hesitate to call me at (904) 671-0117. We appreciate the opportunity to be of service to the City and look forward to the possibility of doing so again soon.

Disclaimer

This document was produced by Stantec Consulting Services, Inc. ("Stantec") for the City of Fernandina Beach and is based on a specific scope agreed upon by both parties. Stantec's scope of work and services do not include serving as a "municipal advisor" for purposes of the registration requirements of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission. Stantec is not advising the City of Fernandina Beach, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, terms, or other similar matters concerning such products or issuances.

In preparing this report, Stantec utilized information and data obtained from the City of Fernandina Beach or public and/or industry sources. Stantec has relied on the information and data without independent verification, except only to the extent such verification is expressly described in this document. Any projections of future conditions presented in the document are not intended as predictions, as there may be differences between forecasted and actual results, and those differences may be material.

Additionally, the purpose of this document is to summarize Stantec's analysis and findings related to this project, and it is not intended to address all aspects that may surround the subject area. Therefore, this document may have limitations, assumptions, or reliance on data that are not readily apparent on the face of it. Moreover, the reader should understand that Stantec was called on to provide judgments on a variety of critical factors that are incapable of precise measurement. As such, the use of this document and its findings by the City of Fernandina Beach should only occur after consultation with Stantec, and any use of this document and findings by any other person is done so entirely at their own risk.

1500 W 11th Street
Panama City, FL 32401-1812
850-233-1633 / 850-233-3880 Fax

To whom it may concern:

Coastal Marina Management was formed in 2006 by Scott Burt. Scott has been actively involved is all aspects of the marina industry since 1983 with 25 years of active hands-on management experience of a large marina operation. He brings decades of broad based knowledge of yacht operations, dock systems, maintenance, fueling and, active marina management systems.

Coastal Marina Management (CMM) retains those attributes throughout its operational culture. The company is experienced, focused upon realistic and effective customer service and communication while providing transparent and complete reporting to the client. With the advantage of a relatively small company, CMM retains agility and ability to quickly adjust to changing markets and economic realities such as we are living through now. The company has seen many ups and downs throughout its history and has been able to effectively navigate and succeed through those challenges successfully.

Cornerstone principles:

- Listening carefully. Both to the marina customer and our front line staff (who most often know more about the business than anyone else) and especially our clients.
- Honesty and fairness. No compromise. More important in today's world than ever before.
- Quick response. Time is the enemy. We react and communicate very quickly. Most often personally.
- Transparency. The customer is educated and aware of the facts. The truth is all that matters. We deliver it quickly and accurately.
- Performance and results. We believe in lean, efficient operations while generating client profitability and measured results.
- Eyes on the ball. We never stop reinventing ourselves. Every day.
- Our teams. We're known for our ability to recruit and retain highly motivated team members which personalize our operations to achieve your goals and expectations.

We have effectively managed many different types of marinas throughout the years. From dry-storage operations to large yacht marinas to boat repair facilities and lake based operations.

Coastal
MARINA MANAGEMENT

1500 W 11th Street
Panama City, FL 32401-1812
850-233-1633 / 850-233-3880 Fax

The company is experienced with the recruitment, leasing and oversight of restaurant and retail outlets as well as attracting other revenue generating marine operations. CMM is very familiar and vested in transient yacht traffic and known for creative and revenue producing dockage solutions.

Finally. CMM is well versed in the creation and hosting of marine events both internally and externally. We have the knowledge, flexibility and experience to assist and develop with small and large people-centered functions.

We would appreciate the opportunity to meet and discuss further.

Respectfully submitted,

Scott Burt, CMM Marinas.

Coastal
MARINA MANAGEMENT

1500 W 11th Street
Panama City, FL 32401-1812
850-233-1633 / 850-233-3880 Fax

Comparable projects:

Skull Creek Marina, Hilton Head Island. Took the project under management for the foreclosing bank. Re-organized, re-built dock office, moved operations to that location. Built favorable and respectful relationship with slip owner association and leased out boatyard while re-positioning the property for eventual sale.

Contact Susan Pope: (404) 626-6187

The Wharf Marina, Orange Beach Alabama. Brought project out of foreclosure, repositioned and assisted with sale to current owner. Have operated and developed/managed the marina for 8 years. Very successful and profitable operation with commercial tour boats, boat rentals, boat brokerages, very well established transient yacht location. Established highly successful branding and nationally recognized special events.

Kristen Hammack (225) 215-8265

Marker One Marina, Dunedin, Florida. Assisted current owner with purchase. Executed turn around to profitability and managed re-design and oversaw construction of Phase II adding 300 dry stack racks and 30 in water lift slips. Expanded retail presence and grew business to 90% occupancy (today).

David Finkelstein (713) 443-6853

1500 W 11th Street
Panama City, FL 32401-1812
850-233-1633 / 850-233-3880 Fax

Coastal Marina Management (CMM) is pleased to offer this proposal to operate and manage the Fernandina Beach Marina in exchange for:

- $7,000 per month base management fee.
- 1% of gross dockage receipts.
- 75% of retail of Gross Retail Sales (including fuel, ice, oil sundries and miscellaneous sales).

CMM will lease the retail store and fuel dock from the City at a mutually acceptable agreed upon price.

Why CMM?

We bring the necessary experience, knowledge and customer-centered passion necessary to work with the City of Fernandina Beach to grow the marina and meet/exceed expectations. We have the proven track record of being able to work on challenging "turn around" projects while being able to quickly change tactics to react effectively to changing markets. We are a small company, but we effectively leverage that to our advantage in three ways:

- As owner of the company I am personally involved and make frequent site visits and inspections.
- Our management team is not "top-heavy". All of us at CMM focus on individual client needs and make each project we take personal to us. "*If it's important to the client – it's very important to us*".
- We're passionate about what we do. And dead serious about our reputation and that of our clients.

Finally. We're surprisingly well known throughout the industry. Our breadth of industry knowledge and contacts is well documented and far reaching. We have operated marinas for a long time and been involved in the construction/design and rebuilds of a variety of different types. Further, we've weathered the worst Mother Nature can throw at us after suffering a direct hit from the most recent CAT 5 to hit the Gulf Coast. Our two managed marinas in Panama City were directly in the eye-wall path of Hurricane Michael. With our hands-on approach and day-today management our marinas were the first to recover and be fully operational following the event *in a record sixth months*.

We'd sincerely appreciate the opportunity to work for you.

Respectfully submitted.

William D "Scott" Burt.

EXHIBITS

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

CITY OF FERNANDINA BEACH
REQUEST FOR PROPOSAL 2020-02
MANAGING AND/OR LEASING MARINA FACILITIES

EXHIBIT "A"
CONTACT SHEET

Name: Coastal Marina Management, LLC

Federal Taxpayer ID: 20-4685190

Mailing Address: 1500 W. 11th Street

City, State, & Zip Code: Panama City, FL 32401

Telephone: 850-233-1633 **Fax:** 850-233-3880

Email: Scott@CMMMarinas.com

Submitted By: William D. Burt

Title: Manager

FIRM Accepts Credit Cards*: Yes (No)

Accounting Contact:

Name: Debra Altman **Title:** Comptroller

Email Address: Debra@CMMMarinas.com **Phone:** 850-233-1633

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

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH
REQUEST FOR PROPOSAL 2020-02
MANAGING AND/OR LEASING MARINA FACILITIES

EXHIBIT "B"

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

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

1. This sworn statement is submitted with Bid, Proposal or Contract for RFP 2020-02.

2. This sworn statement is submitted by (entity) Coastal Marina Management, LLC whose business address is 1500 W. 11th Street Panama City, FL 32401 and (if applicable) Federal Employer Identification Number (FEIN) is 20-4685190 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

3. My name is William D. Burt and my relationship to the entity named above is Manager.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(a) (g). Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a) (b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:

    1. A predecessor or successor of a person convicted of a public entity crime; or

    2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The City of Fernandina Beach, Florida ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

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

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

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

Signature _____ Date: 4/21/20

STATE OF FLORIDA
COUNTY OF Bay

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 21 day of April, 2020, and is personally known to me, or has provided _____ as identification.

DEBRA ALTMAN
MY COMMISSION # GG120315
EXPIRES July 02, 2021

Notary Public
My Commission expires: 7/2/2021

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH
REQUEST FOR PROPOSAL 2020-02
MANAGING AND/OR LEASING MARINA FACILITIES

EXHIBIT "C"
DRUG-FREE WORKPLACE CERTIFICATION

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

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or services a copy of the statement specified in paragraph 1.

4. In the statement in paragraph 1., notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.

5. Impose a sanction on, or require fine satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

COMPANY: Coastal Marina Management, LLC

CITY: Panama City STATE: FL ZIP CODE: 32401

SIGNATURE: _____ PHONE: 850-233-1633

NAME (TYPED OR PRINTED): William D. Burt TITLE: Manager

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH
REQUEST FOR PROPOSAL 2020-02
MANAGING AND/OR LEASING MARINA FACILITIES

EXHIBIT "D"

CITY OF FERNANDINA BEACH, FLORIDA

E-VERIFY STATEMENT

Bid/Proposal Number: RFP 2020-02

Project Description: Managing and/or Leasing Marina Facilities

I/FIRM acknowledges and agrees to the following:

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

1. All persons employed by the FIRM during the term of the Contract to perform employment duties within Florida; and

2. All persons assigned by the FIRM to perform work pursuant to the contract with the Department.

Individual/Company/Firm: Coastal Marina Management, LLC

Authorized Signature:

Title: Manager

Date: 04/21/2020

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH
REQUEST FOR PROPOSAL 2020-02
MANAGING AND/OR LEASING MARINA FACILITIES

EXHIBIT "E"

PROPOSER ACKNOWLEDGEMENTS AND AGREEMENTS

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

1. INTRODUCTION AND GENERAL INFORMATION
   Understands and agrees to all terms.

2. PROPOSAL INSTRUCTIONS, TERMS AND CONDITIONS
   Understands and agrees to all terms.

3. EVALUATION AND CONTRACT OVERVIEW
   Understands and agrees to all terms.

4. PROPOSER'S RESPONSE: SUBMITTAL INFORMATION
   Understands and agrees to all terms.

5. PROPOSER'S RESPONSE: PROPOSED TEAM
   Understands and agrees to all terms.

6. PROPOSER'S RESPONSE: PROPOSED COMPENSATION
   Understands and agrees to all terms.

Name: William D. Burt Title: Manager

Signature: [signature] Date: 04/21/2020

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH
REQUEST FOR PROPOSAL 2020-02
MANAGING AND/OR LEASING MARINA FACILITIES

EXHIBIT "F"
CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with Bid, Proposal or Contract for RFP 2020-02.

This sworn statement is submitted by (entity) Coastal Marina Management, LLC whose business address is 1500 W. 11th Street Panama City, FL 32401 and (if applicable) Federal Employer Identification Number (FEIN) is 20-4685190 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is William D. Burt and my relationship to the entity named above is Manager.

1. The above named entity is submitting a Proposal for the City of Fernandina Beach.
2. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon his/her own knowledge.
3. The Affiant states that only one submittal for the above proposal is being submitted and that the above named entity has no financial interest in other entities submitting proposals for the same project.
4. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above proposal. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.
5. Neither the entity not its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.
6. Neither the entity nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
7. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City of Fernandina Beach.
8. I certify that no member of the entity's ownership or management, or staff has a vested interest in any aspect of the City of Fernandina Beach.
9. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify the City of Fernandina Beach.

W D Burt 4/21/20
Signature Date:

STATE OF FLORIDA
COUNTY OF Bay

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 21 day of April, 2020, and is personally known to me or has provided _____ as identification.

Notary Signature

My Commission expires: 7/2/2021

DEBRA ALTMAN
MY COMMISSION # GG120315
EXPIRES July 02, 2021

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH
REQUEST FOR PROPOSAL 2020-02
MANAGING AND/OR LEASING MARINA FACILITIES

EXHIBIT "G"
NON-COLLUSION AFFIDAVIT

This sworn statement is submitted with Bid, Proposal or Contract for RFP 2020-02.

This sworn statement is submitted by (entity) Coastal Marina Management, LLC whose business address is 1500 W. 11th Street Panama City, FL 32401 and (if applicable) Federal Employer Identification Number (FEIN) is 20-4685190 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is William D. Burt and my relationship to the entity named above is Manager.

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

Signature Date: 4/21/20

STATE OF FLORIDA
COUNTY OF Bay

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 21 day of April, 2020 and is personally known to me, or has provided _____ as identification.

Notary Signature My Commission expires: 7/2/2021

DEBRA ALTMAN
MY COMMISSION # GG120315
EXPIRES July 02, 2021

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH
REQUEST FOR PROPOSAL 2020-02
MANAGING AND/OR LEASING MARINA FACILITIES

EXHIBIT "H"
DISPUTES DISCLOSURE FORM

Answer the following questions by placing 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 X____

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

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

Coastal Marina Management, LLC	04/21/2020
Firm	Date
Authorized Signature	William D. Burt, Manager Printed or Typed Name and Title

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

Coastal
MARINA MANAGEMENT

1500 W 11th Street
Panama City, FL 32401-1812
850-233-1633 / 850-233-3880 Fax

Business Transition Checklist

- *Corporate Ownership?*
- *Establish appropriate staffing level – Adjust to Seasonality.*
- *Tax ID number.*
- *Operating Account. Check signature cards. (Online banking and wire transfer ability)*
- *Order QuickBooks checks.*
- *Determine which version of QuickBooks. Update?*
- *A/R determine and secure. Collect/establish policy.*
- *Customer communication.*
- *Manager/company cell phone. Internal handheld radios?*
- *Liquor License?*
- *Insurance (G/L, Property and MOLL) add to CMM Master policy. W/C issues/claims outstanding?*
- *Paylocity employee transfer. Payroll information/existing compensation/date of last increase/amount.*
- *CMM handbook and employment practices/benefits.*
- *Submerged Land Lease transfer – Current/Compliance Issues?*
- *Merchant account and credit card processing.*
- *PCI compliance?*
- *QuickBooks, Marina Office and Point of Sale operating software.*
- *It Tunnel access (Josh Burnett).*
- *Web site, update, transfer control and access to Rick.*
- *Establish CMM email accounts.*
- *Utility accounts, vendor, service, waste disposal and fuel providers.*
- *Create Press Release ASAP.*
- *CMM Handbook distribution and employee background checks.*
- *Employee meeting to establish CMM expectations.*
- *Operating hours? Correct?*
- *Rekey property.*

Coastal
MARINA MANAGEMENT

1500 W 11th Street
Panama City, FL 32401-1812
850-233-1633 / 850-233-3880 Fax

Business Transition Checklist

- *Security system? Update passwords.*
- *Change emergency contact information with local first responders.*
- *Marina records. Secure?*
- *Secure/record all computers. Copy data ASAP.*
- *Equipment service, safety inspection records/service contracts.*
- *Fuel system registration update, monthly inspections.*
- *MSD data sheets.*
- *Fire protection system inspection current.*
- *Petty cash? Establish receipt policy.*
- *On site safe?*
- *Inventory entire marina, tools, supplies, ships store inventory, shop parts.*
- *Video entire property at transition.*
- *Social media? Facebook, Twitter access & passwords.*
- *Review Internet security, Wi-Fi and firewall.*
- *Computer back up procedures. Current?*
- *Daily safety equipment checklists.*
- *Heavy equipment service records. Current?*
- *Employee safety program? Equipment operator training?*
- *Safety compliance walkthrough/inspection with Insurance Underwriter and W/C carrier.*
- *Customer Service Training – Establish Expectations.*
- *Establish Property Daily Operating Procedures/Standards/Checklists.*
- *Chain of Command/Communications.*
- *Establish Storm/Emergency Protocols.*
- *Review Vendor/Customer Contracts.*
- *Subcontractor Insurance? Check-In/Check-Out Policy.*
- *Employee Parking Expectations.*
- *Establish Marketing/Promotional Plan for Client.*

1500 W 11th Street
Panama City, FL 32401-1812
850-233-1633 / 850-233-3880 Fax

Professional Backgrounds of Personnel:

Donnie Chesscher – Operations Manager/Lead Project Manager

Donnie grew up on the water along the Alabama Gulf Coast before joining the Navy and serving our country overseas as a Corpsman in Iraq. Those five years taught critical thinking skills, in a very high-pressure environment that he still relies on today. After spending ten years in the private medical sector in California, he missed his Alabama family, as well as the salty sea breezes and joined our team in 2015 at the Wharf Marina in Orange Beach, Alabama. He oversees our day-to-day operations and with his hands-on experience Donnie is able to provide Coastal Marina clients with project management in the areas of:

- New Fuel System Installations
- Upgrade/Repair/Replace Dock Utilities and Support Structures
- Customized Slip Configuration
- Master Planning for Dockage to Maximize Revenue
- Office Technology, Networking, IT and Property Fiber Infrastructure

Donnie is also responsible for on-site operations during all Wheels Up special events including:

- Pre-Event Logistics
- Set-Up and Breakdown of Event Displays and Structures
- Schedule/Manage Event Team Members
- Site Inspection Both Pre and Post Event

Although operations are his specialty, Donnie's management style also ensures all team members feel valued while being held accountable to Coastal Marina Management's highest industry standards in both marina management and special events.

Scott Burt – Managing Member

Scott has over 46 year's professional experience in the marina business. He is well versed in dry storage, harbor and marina management, yacht and commercial vessel operations and special event promotion. Scott believes in the integration of upland amenities with marina operations and the connectivity of marine components such as comparable marinas and yacht clubs, boat dealerships and marine service centers.

1500 W 11th Street
Panama City, FL 32401-1812
850-233-1633 / 850-233-3880 Fax

He has:

- Served on the steering committee with the State of Florida Department of Environmental Protection to create the widely recognized and acclaimed certified Clean Marina Program.
- Been recognized as a Certified Marina Manager.
- Maintained an active membership of the Association of Marine Industries since 1985.
- Served as Director of the North West Florida Marine Industries Association.
- Past Chairman of the Northwest Florida Marine Trades Association. During his term as Chairman, membership in the Association grew by 20%.

In 2006 Scott created Coastal Marina Management which offers effective and creative management solutions for today's waterfront marine developments. CMM's mission is to be an active and passionate advocate of the boating lifestyle by delivering across-the-board service, dynamic marina management, innovative consulting for waterfront development and design, and exciting special events.

Presently CMM operates seven marinas, five of which are located in Florida, one in Alabama and one in Texas. The CMM managed marina family represents a combined excess of 3500 racks/slips under management consisting of upland amenities, nationally recognized fishing tournaments, boat shows, boatyard repair facilities and major transient yacht destinations.

Debra Altman – Comptroller

Responsible for all financial and accounting functions, Debra is the senior financial officer of CMM and its affiliate, Wheels Up Events. Very knowledgeable of the marine industry and well connected to clients and managers alike, she comes from a long history of financial management over the past 19 years. Graduating in 2005 with her Business Administration degree, she's been responsible for the oversight of complicated business operations since.

She believes in:

- Strong fiscal controls and procedure adherence.
- Effective communication.
- Accuracy and complete transparency.
- Quick response/follow up.
- Timely and concise financial reporting.
- "Boots on the ground" marina training and inspections.

1500 W 11th Street
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Since joining CMM in April of 2015, Debra has established:

- Contiguous use of one marina management software throughout all CMM managed properties.
- Developed a single source IT management and security system.
- Third level independent manual audit trail for major Sportfishing tournaments.
- Created internal chain of command and system process.

Debra excels at training and building redundancy within the financial controls and reporting side of the company. Never one to miss an opportunity to grow and develop team members to the best of their abilities, she is very organized, creative and holds everyone accountable to her high performing standards. Unique in her industry, she understands how important it is to travel to each marina property and inspect/train the onsite staff personally and directly. Married to her husband Steve, Debra enjoys boating on her pontoon boat and motorcycling on their Harley Davidson.

Ashley Claypole – Human Resources & Events Coordinator

A long time Floridian, Ashley oversees human resources and is responsible for employee management. Highly organized and methodical, she oversees and handles all things related to payroll, employee benefits, currency and employee communications. She believes in:

- Structured and methodical employee relations.
- Complete transparency.
- Consistent communications.
- Corporate fairness.
- Employee benefit planning/management and implementation.

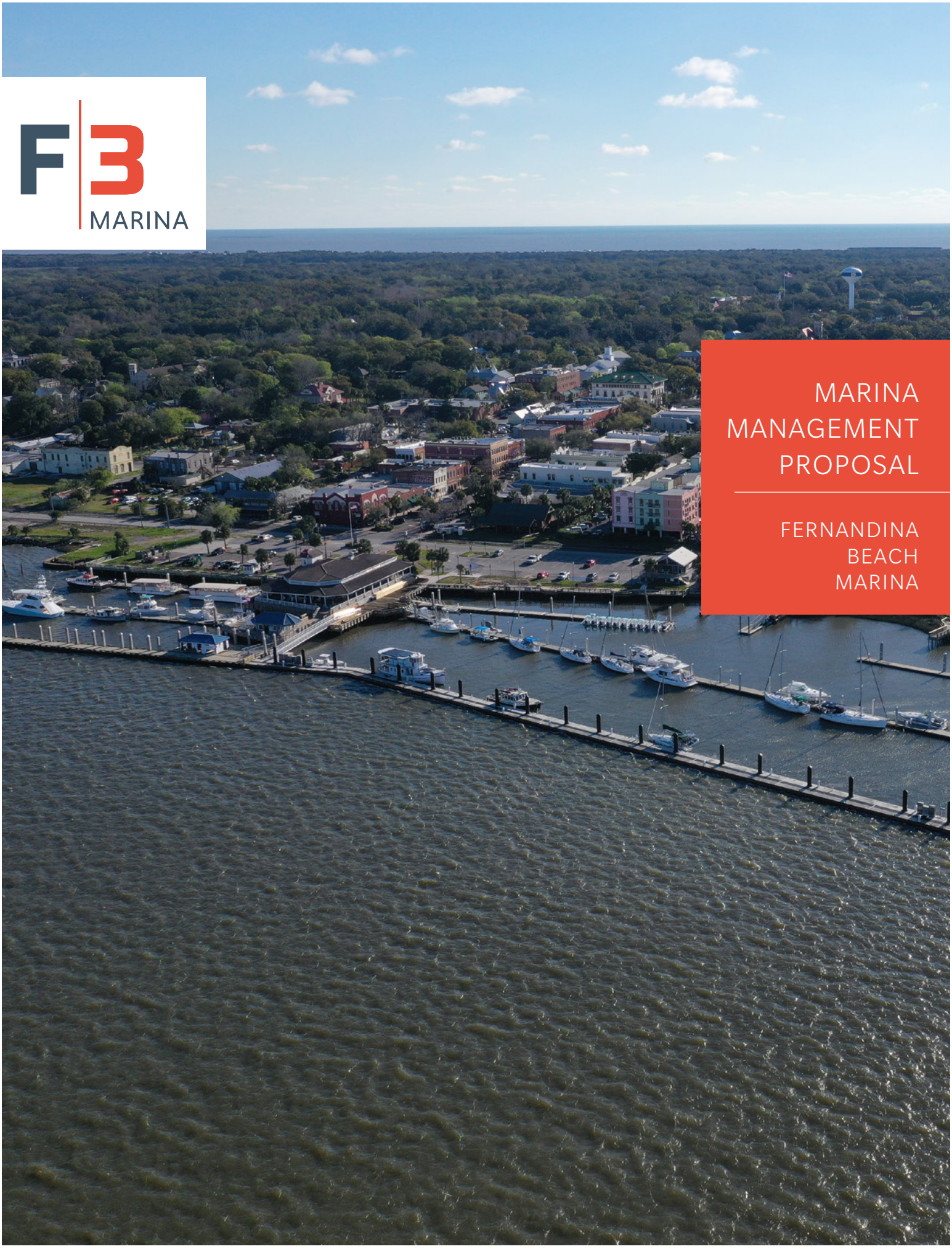
Additionally, Ashley serves as the Events Coordinator for all special events and fishing tournaments/boats organized by CMM and Wheels Up Events. She excels at implementing and programing fishing competition scorekeeping and complex optional entry registrations. Multi-tasking comes naturally to her.

Among the many talents she exemplifies are:

- Multiple roles within the scorekeeping of high-end Billfish tournament with million-dollar purses.
- Creative spreadsheet solutions to complex tournament optional entry programs.
- Tracking and communications with boat show sponsors and exhibitors.

A consummate Mom (yes, she drives a minivan) Ashley excels at maintaining her work/life balance, remaining 100% focused on her husband Ryan, and her two children Coral and Reef.

F3 MARINA



MARINA MANAGEMENT PROPOSAL

FERNANDINA BEACH MARINA

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 1
For
RFP 2020-02 MARINA MANAGEMENT-LEASING

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

ADDENDUM No. 1

The following changes are applicable to the original RFP documents and specifications of **RFP 2020-02**. This Addendum No.1 now becomes part of the original Request for Proposal and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting the proposal. Failure to do so may disqualify the submittal.

Submitters shall thoroughly familiarize themselves with the contents of this Addendum before submitting the proposal.

NAME: John Matheson **TITLE:** President

ADDRESS: 252 E. Highland Avenue

CITY: Milwaukee **STATE:** WI

AUTHORIZED SIGNATURE: _____ **DATE:** 4/27/20

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 1
For
RFP 2020-02 MARINA MANAGEMENT-LEASING

1. The RFP opening will be extended until April 30, 2020 at 2:00pm.

2. The budge for this can be found at https://www.fbfl.us/417/Budget.

3. Current contract attached.

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 2
For
RFP 2020-02 MARINA MANAGEMENT-LEASING

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

ADDENDUM No. 2

The following changes are applicable to the original RFP documents and specifications of **RFP 2020-02**. This Addendum No.2 now becomes part of the original Request for Proposal and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting the proposal. Failure to do so may disqualify the submittal.

Submitters shall thoroughly familiarize themselves with the contents of this Addendum before submitting the proposal.

NAME: John Matheson **TITLE:** President

ADDRESS: 252 E. Highland Avenue

CITY: Milwaukee **STATE:** Wisconsin

AUTHORIZED SIGNATURE: **DATE:** 4/27/20

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 2
For
RFP 2020-02 MARINA MANAGEMENT-LEASING

Due to the COVID 19 restrictions, City facilities are closed to the public. Hand Delivered submittals will not be accepted. Only mailed or packaged submissions will be accepted.

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 3
For
RFP 2020-02 MARINA MANAGEMENT-LEASING

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

ADDENDUM No. 3

The following changes are applicable to the original RFP documents and specifications of **RFP 2020-02**. This Addendum No.3 now becomes part of the original Request for Proposal and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting the proposal. Failure to do so may disqualify the submittal.

Submitters shall thoroughly familiarize themselves with the contents of this Addendum before submitting the proposal.

NAME: John Matheson **TITLE:** President

ADDRESS: 252 E. Highland Avenue

CITY: Milwaukee **STATE:** WI

AUTHORIZED SIGNATURE: **DATE:** 4/27/20

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 3
For
RFP 2020-02 MARINA MANAGEMENT-LEASING

1. Will electronic submission be allowed? Not at this time.

2. Can we get a copy of the current agreement between the city and Westrec?
   The current Westrec lease is included in Addendum No. 2 on the City website.

3. Is there a P&L for the last fiscal year or past year on just the marinas performance?
   This information can be found at https://www.fbfl.us/documentcenterii.asp, Finance folder to Audit folder.

TABLE OF CONTENTS

SECTION ONE 9
Introductory Narrative

SECTION TWO 12
Work History Examples

SECTION THREE 16
Professional Background

SECTION FOUR 20
Approach & Operations

SECTION FIVE 48
Appendix: Exhibits A-H

F3 MARINA

INTRODUCTORY NARRATIVE

FERNANDINA BEACH MARINA

1

REEFPOINT MARINA
921 Slips on Lake Michigan

SECTION ONE

INTRODUCTORY NARRATIVE

FERNANDINA BEACH MARINA

With reconstructed docks, the City of Fernandina Beach Marina is positioned to be a viable and financially productive marina for many years into the future. However, new dockage alone will not solve the challenges facing the City. Even with FEMA reimbursement, the City will still have millions in debt that must be paid placing a higher revenue expectation from the marina. Additionally, the marina should be integrated with the waterfront park and downtown business community, so they operate as a cohesive amenity, not only for boaters, but for all residents and visitors.

F3 Marina was formed and structured specifically to meet the unique needs of public-owned marinas. We understand that marinas are one of many amenities in a community and they should be integrated as much as possible. This is especially true for Fernandina Beach with the investment in the waterfront park and the proximity to the downtown businesses. While the financial contribution from the marina is a priority, as it should be, a well-managed marina is extremely important as a community amenity as well and should be managed with this in mind. This is easier said than done.

Successful management of marinas have become more sophisticated and specialized over the past 15 years for a number or reasons. Boaters have higher expectations, there is more competition and capital costs have increased putting a financial strain on marina owners. The only way to pay for the increased costs is to increase revenue through higher occupancy and steady increases in rates. This is where problems occur for many operators. Boaters will gravitate to marinas that provide an experience that meets their high expectations. New facilities and infrastructure is important but not enough. The advertising/branding, interaction with staff, amenities, and personal attention are all extremely important to maintain revenue growth. Achieving this level of service and professionalism is not easy unless the management firm has a culture of hospitality and a strong process for training and quality control.

Our approach for management of the City of Fernandina Beach Marina is as follows:

- Maximize marina revenue through increased occupancy with aggressive, professional marketing
- Improve the awareness and enhance the image of the marina and community
- Protect the physical assets for the long-term through planned maintenance
- Have a portion of the management fee “at risk” based on financial performance of marina
- Leverage other F3 Marina managed marinas to increase transient traffic.

The transient boater community is a critical element for the success and growth in occupancy for the Fernandina Beach Marina. F3 Managed marinas in Daytona Beach (Halifax Harbor Marina) with 575 slips and Titusville Marina with 200 slips enjoy strong transient boaters that migrate up and down the East Coast. Promoting the City of Fernandina Beach Marina at these marinas will assist in growing transient traffic along with the more local visitors.

SECTION ONE

INTRODUCTORY NARRATIVE

Our ability to market and increase occupancy for city owned marinas is a strong point in our success as demonstrated with the marina examples included in this proposal. Reefpoint saw occupancy jump by 260 boaters within 4 years and Titusville went from 49% occupancy at our start to 97% within 14 months and it has stayed there for 4 years and three rate increases. Halifax has only been under F3 Marina management for under a year but has benefited from much needed upgrades in marketing, visual appeal and occupancy.

It is our belief to form long-lasting partnerships with our clients through doing what we say we will do and providing sound strategic advice. Our proposal demonstrates our willingness to put a notable portion of our management fee at risk, only to be earned if successful in growing revenue. Our first year is likely a break-even year for us as we expect to perform and benefit through greater revenue growth in the future. This is due to our confidence in the ability in our marketing team to generate high demand through strong marketing and exceptional customer care to boaters.

We also know that while the marketing brings them to the marina, it is the experience they encounter while at the marina that cause them to return and spread the word. This takes the right people and a comprehensive training program. While many operators do not invest in oversight and training, our approach has been to employ an active management style to coach, train and challenge our managers to think creatively to solve the goals set out with marina ownership. This will certainly be the case for Fernandina Beach Marina if F3 Marina was the winning bidder. Our Vice President of Marina, Alain Giudice, who runs the entire marina operation throughout the U.S. and South American lives just a few hours away from Fernandina Beach in Florida. Our Regional Manager, Tom Lawson in Titusville and Dave Cronin, Manager in Daytona all will be contributing as a team as well. Part of our training and ongoing management is to bring other F3 Marina managers on-site to offer a different perspective for ways to improve. This will be the case with Fernandina Beach Marina. Not only will other managers visit the marina, but the FBM manager will visit other F3 Managed marinas to take the best of what we do elsewhere that can apply to Fernandina Beach Marina.

A key value we bring with our style of management is timely, accurate and meaningful reporting. We not only create a well-conceived budget but work with our client to define goals for the upcoming year. In addition to the detailed monthly reports, all our properties provide a one-page executive summary reports each week of key metrics such as transient visits, fuel and ships store sales, marketing efforts and operational issues. Our clients find this very helpful to keep tabs on the marina while waiting for the monthly report.

Lastly, our company is part of a larger real estate firm, Founders 3 Real Estate Services. Since 1995 we have provided advice and management and brokerage to developers and owners of commercial real estate including public general aviation airports. This capability allows us to understand upland development and better integrate with other private developers to benefit the entire waterfront.

It is our belief that we offer the strongest capabilities for achieving the goals for the City at Fernandina Beach Marina. We look forward to the opportunity to add Fernandina Beach Marina to our growing list of success stories.

F3 MARINA

F3 MARINA

WORK HISTORY EXAMPLES

FERNANDINA BEACH MARINA

2

HARBOR CENTRE MARINA
280 Slips on Lake Michigan

WORK HISTORY EXAMPLES

TITUSVILLE MARINA | TITUSVILLE, FLORIDA

Overview

The City of Titusville owns and managed the Titusville Municipal Marina near Kennedy Space Center in Florida. With occupancy around 49% and declining revenue, the City was struggling with how to improve occupancy and the financial performance. Additionally, the marina is aging and has a tired visual appearance and staff that lacked good leadership and a service culture. F3 Marina was selected after a national bidding process and started in October, 2015.

Strategy & Results

- Occupancy improved from 49% to 93% within 14 months of takeover.
- Marina currently runs at or above 97% occupied.
- Made cosmetic upgrades to grounds and buildings, remodeled ships store improving sales, improved overall visual appeal.
- New leadership and staff have created a dramatically improved image for the Marina.
- City considers the Marina an “outsourcing success story” for the City.
- Purchased new marina software
- Installed security gates at all docks. Installed all new landscaping - painted buildings
- Converted old manager's office into a boater's lounge for customers
- Remodeled all restrooms/showers. Renovated laundry room and purchased new washers/dryers.
- Coordinated with city and FEMA to complete repairs to docks after hurricane Matthew
- Remodeled ship store - increased sales
- Completely overhauled mooring field with new, improved equipment to lower maintenance costs and increase usage.
- Purchased new fuel dispensers
- With increased occupancy and revenue, the marina was able to pay off all debt due to city
- Currently constructing new 800 sq. ft. multi-use building

Owner/Reference

The City of Titusville, Florida - Tom Abbate, Assistant City Manager | p: 321.567.3702

WORK HISTORY EXAMPLES

HALIFAX HARBOR MARINA | DAYTONA BEACH, FLORIDA

Overview

Located in the heart of Daytona Beach, Florida, this 550-slip 60-acre property is owned by the City of Daytona Beach and professionally managed by F3 Marina. Halifax Harbor provides year-round docking facilities for boaters seeking a permanent slip, as well as seasonal or overnight accommodations. Ideally located right off the Intracoastal Waterway, the Marina is just a short ride to the open ocean. Enjoy easy access to nearby shopping, restaurants, and entertainment — located just minutes from Daytona International Speedway, Daytona International Airport, the World's Most Famous Beach and the quaint, picturesque waterfront Downtown.

Strategy & Results

- Cost effective repairs of deferred R&M projects. Using our marine industry knowledge and experience to purchase needed parts and labor in a cost effective and efficient process.
- A/R Proactive approaches and marina specific software used to cleanup of old and delinquent accounts as well as accurately track current accounts.
- Capital projects. In partnership with CODB, Identifying the needed improvements and prioritizing them to work within seasonal fluctuations and operational budgets.
- Providing accurate and timely reports tracking financials and operations activity.
- Occupancy. Increasing occupancy thru target marketing to attract and retain a desired customer base. Using analytics to establish the correct mix of dedicated slips for transient and seasonal customers.

Owner/Reference

The City of Daytona Beach - Michael A. Stallwood, Business Enterprise Management Director
e: stallworthm@cobd.us | p: 386.671.8075

WORK HISTORY EXAMPLES

REEFPOINT MARINA | RACINE, WISCONSIN

Overview

Reefpoint Marina, owned by Racine County, located on Lake Michigan in Racine, Wisconsin, is a 921 slip marina that has served southeastern Wisconsin and the Chicago markets since the late 1980s. While ReefPoint has a good reputation, the property had fallen into disrepair with declining occupancy and operated at a loss. In May 2013, F3 Marina was hired to manage and revitalize this iconic Facility.

Strategy

- Replace staff with a much more hospitality focused team including leadership.
- Formulated high standards for marina physical well-being and maintenance/visual appeal along with accountable staff to monitor daily.
- Placed a focus on boater interaction and delivering "Memorable Moments" of exceeding service with boaters.
- Re-brand marina with new graphics, web-site, social media, and industry advertising.
- Work with Charter fishing fleet to improve services and relations.
- Design a program of events to foster loyalty through boater interaction and entertainment.
- Form close relationships with local groups and associations such as downtown association, Chamber of Commerce and others to work together on programs.
- Increased fees to allow for increased cash flow to make continued property improvements while also increasing occupancy.

Results

- Total revenue increased by 37% since 2013.
- Occupancy growth from 189 to 524 since 2013.
- Transient slip increase of 203% since 2013.
- Ship store revenue increase of 226% since 2014.

Owner/Reference

Racine County - Michael Lanzdorf, Racine County Corporate Council
e: michael.lanzdorf@racinecounty.com | p: 262-636-3115

F3 MARINA

PROFESSIONAL BACKGROUND

FERNANDINA BEACH MARINA

EGG HARBOR MARINA
85 Slips on Lake Michigan

SECTION THREE

KEY PERSONNEL

QUALIFIED PROFESSIONALS

JOHN MATHESON, PRESIDENT

Mr. Matheson is a principal at Founders 3 Real Estate Services. Since 1983, John has dedicated his professional career to improving the performance and value of commercial real estate. Over a span of nearly 20 years at Simon Property Group, Balcor, and Insignia/ESG, John worked with and contributed to some of the best real estate operational and management systems in the business. His responsibilities included management of very high performing enclosed malls, full renovations, re-positioning and marketing/branding efforts.

John specializes in the growth and performance of the F3 Marina brand of management services. He has been instrumental in expanding marina assignments throughout the U.S. and internationally. A long-time boater, he understands the boaters perspective as well as the marina owner. John joined the company as Executive Vice President and became a Partner in 2002, to bring a retail expertise to the firm and oversee the day to day operations. During that time, the firm had grown from 30 employees in Milwaukee in 2002, to a staff of over 200 spanning 5 states. In his current role as Principal, John's focus is to create a platform for continued growth by providing clients with a consistently high quality service and developing good leadership with an emphasis on innovation within the organization. He also plays a key role in the growth of the Marina and Aviation divisions as they expand throughout the U.S. and international locations.

He is the licensed broker of record for the company, Certified Property Manager (CPM), Certified Marketing Director (CMD), International Council of Shopping Centers (ICSC), member of the Association of Marina Industries (AMI) International Marina Institute (IMI), and Institute of Real Estate Management (IREM) and holds a B.S. from the Indiana University School of Business.

SECTION THREE

KEY PERSONNEL

ALAIN GIUDICE, SR. VICE PRESIDENT MARINA DIVISION

Alain has over 25 years of experience in the marina and hospitality industries; developing and managing marinas around the world. He began as a first officer on a 108 ft sailing yacht eventually moving on to manage the Puerto Del Ray Marina and El Conquistador Resort and Country Club in Fajardo, Puerto Rico then the Boca Raton Resort and Club Marina in Florida, where under his leadership, the Resort earned a #1 in the world rating by Robb Report. For 5 years, Alain served as Director of Marina Operations at the Atlantis Resort Paradise Island in Nassau. His role as Operations Director for Camper & Nicholsons Marinas International Ltd. took Alain to Sanya, China, Grenada, Turkey, Egypt and the United Arab Emirates, where the company developed, consulted and set up operations for their worldwide marina clientele. Alain collaborated in the design and development as well as the management of the Faro Blanco Resort and Yacht Club Marina in Marathon Key, Florida.

Throughout his career Alain has been involved in sales and marketing, business planning and development, operations management, finance, property expansion, staff training and development, and has organized and hosted international yachting and boat shows. He has a wide range of experience in client relations and has acted as liaison to captains, crew, charter and yacht brokers, government officials and yacht owners.

Alain oversees the day to day operations of F3 Marina, the Marina Management division of Founders 3, including marina set-up, quality control, hiring and implementation of our procedures & core values. His 25+ years of experience provides our managed marinas with insight, advice and assistance in strategic planning and operational performance.

TOM LAWSON, GENERAL MANAGER

Tom Lawson joined the F3 Marina Team as General Manager of Titusville Marina in September 2015 with over 15 years of marina management experience in both private and public sector, and is a Certified Marina Manager (CMM)through the Association of Marine Industries.

Prior to joining F3 Marina Tom developed an extensive background in management, budgeting and procurement, strategic planning and facilities maintenance throughout his career in the United States Air Force, West End Land & Golf Course Development, Lakeside Yacht Club and Whiskey Island Marina.

Tom began his career in the marina business as a dockhand at Lakeside Yacht Club on Lake Erie in Cleveland, Ohio in 2003. He worked his way up through the ranks to the position of Harbormaster. He left the yacht club to take on the challenge of a county-owned property located in Cleveland, Whiskey Island Marina, with over 60 acres.

At Whiskey Island Marina, Tom Led the recovery and rebuilding operation necessary after the marina was destroyed by Hurricane Sandy in October 2012. Working directly with the Federal Emergency Management Administration (FEMA), he obtained multiple quotes to meet government procurement requirements, negotiated contracts and insurance claims, served as general contractor to oversee permitting, delivery and installation of new docks and utilities, managed the expectations of boaters during construction, and successfully completed the project in time for the 2013 season opening, under budget and in compliance with Federal Emergency Management Administration regulations.

Since taking over the Titusville Marina, Tom has increased the occupancy rate from a low 49% to 100% during its busy season and maintaining at least a 90% occupancy rate throughout the low season. He has increased the revenue from a six-figure loss to a six-figure profit in just two years and has been able to pay down the debt of the marina.

SECTION THREE

KEY PERSONNEL

QUALIFIED PROFESSIONALS

PHIL COOK, MANAGER OF FINANCE & OPERATIONS - MARINA

Phil Cook joined the company in 2013. Phil is responsible for producing timely and accurate monthly financials, managing airport and marina accounting software and ensuring procedures and financial controls are followed. Phil works closely with clients on a monthly customized financial package to suit their specific needs. In addition Phil regularly evaluates systems to ensure continual improvement of aviation and marina operations. He coordinates with all aviation and marina managers on their yearly budget and monthly budget versus actual analysis. Phil oversees aviation and marinas' payables, receivables, banking and treasury management.

Prior to joining the company, Phil worked as an accounting supervisor at Charleston|Orwig, a full service marketing and advertising agency focused on food system client reputation management and marketing integration. His responsibilities included further implementation of a new system for the company and training employees on its functions. He was also instrumental in the improvement and utilization of the new system's reporting to create the overall financial package for the ownership group.

Phil is a current Certified Public Accountant candidate.

LINDSAY LARSON, MARINA ACCOUNTANT

Lindsay Larson joined Founders 3 Management Company in 2016. Lindsay has taken accounting courses at Concordia University and has her A.A.S in Marketing Management. She has six years of experience in the property management field and has worked in various positions in the industry. Prior to joining Founders 3, Lindsay worked at Northland Management Company as their residential relations representative.

Software Expertise:

- QuickBooks Pro & Enterprise – Desktop & Online
- Yardi – Genesis & Voyager
- FSM
- Scribble

DANI MILL, MARKETING SPECIALIST

Dani joined Founders 3 Real Estate Services in early 2018, bringing six years of marketing experience to the team. Dani specializes in marketing, branding and promotional work for the firm, including: website and social media management, PR, advertising, event coordination, creation of marketing collateral and a variety of additional marketing support. She also works closely with the Management Services team to coordinate and implement marketing strategies for the residential, commercial, marina and aviation divisions. Prior to joining the F3 team, Dani worked with a local construction management firm as marketing coordinator.

Dani graduated from UW-Whitewater with a degree in Graphic Design and Marketing.

F3 MARINA

APPROACH & OPERATIONS

FERNANDINA BEACH MARINA

4

TITUSVILLE MARINA
205 Slips on Lake ICW

SECTION FOUR

CORPORATE OVERVIEW

FOUNDERS 3
REAL ESTATE SERVICES

DESCRIPTION OF COMPANY BACKGROUND & ORGANIZATION

F3 Marina is a division of Founders 3 Real Estate Services based in Milwaukee, Wisconsin. Formerly Siegel-Gallagher Management Company, the firm merged with two commercial brokerage companies in 2017 to create a powerful full service real estate and marina management company. Since 1995, companies throughout the U.S. had come to rely on our commitment to meet their real estate needs. With this merger, we have improved our ability to focus on creative problem solving and building long-term relationships to expertly guide our clients on the journey to reach their ultimate real estate goals.

Founders 3 Real Estate Services is a premier, full-service real estate firm offering a full menu of brokerage and property management services that include the following:

Property Management for:

- Aviation (F3 Aviation)
  - Construction Management
  - Airport Management
  - Strategic Planning
- Industrial
- Marina (F3 Marina)
  - Feasibility
  - Design
  - Construction Management
  - Commissioning/Branding Marketing
  - Management
  - Redevelopment
- Office
- Residential
- Retail

- Leasing and Brokerage Services
- Building Maintenance
- Equipment Upgrades and Retrofits
- Investment Sales: Multi-family, Retail, Office, Industrial, & Land
- Turn-around Specialists
- Lease-up Expertise
- Construction Management
- Asset Management
- Development Consultation
- Tenant Services
- Energy Management Solutions
- Troubled Assets: Receiverships and Workouts

SECTION FOUR

CORPORATE OVERVIEW

OUR PROMISE

We treat your business as we would our own, with direct engagement from the top down, value at every level, an unwavering commitment to the highest standards, and a robust appetite for making GREAT happen.

OUR VISION

We believe in the relentless pursuit of perfection and the value it brings to our clients, our community and ourselves.

HOW WE SUCCEED

We are intently focused on creating value for our clients and are dedicated to continually improving our company and ourselves by practicing C.A.R.E. in everything we do.

COMMITMENT to our clients, company & community
ACCOUNTABILITY for our actions & results
RESPECT for ourselves & others
EXCELLENCE in all we do

INSTITUTIONAL EXPERTISE, BOUTIQUE SERVICES

Founders 3 has become a management powerhouse for clients large and small; public, institutional, non-profit, mom-and-pop. Now managing more than 5 million commercial square feet, 5,000 apartment units and 4,000 marina slips and our brokerage group represents 52 national retailers and 150 landlords. We believe our sole purpose is to focus on our clients and create the best possible experience by making real estate understandable through our attention to detail, user-friendly systems, and belief that their success is our success.

Holding the Accredited Management Organization (AMO) designation from the Institute of Real Estate Management (IREM), Founders 3 joined an elite management fraternity of less than 550 firms globally, managing more than $123B in assets, more than 1 million residential units and nearly 550 million square feet of commercial space. With 230 employees in the Midwest and South, we continue to expand our reach.

We are results-oriented; we are success-driven; and we are a hard working team of highly qualified real estate professionals, whose combined experience consistently is recognized by awards and accolades, including four Building of the Year Awards through the Building Owners and Managers Association, as well as being named the "Accredited Management Organization (AMO) of the Year" in 2015 by the Institute of Real Estate Management (IREM). Yet, we continue to reflect and recognize, our success begins with our clients and with our belief that in everything we do, we believe in our clients living the life they want, we believe in their peace of mind.

SECTION FOUR

CORPORATE OVERVIEW

F3 MARINA

F3 MARINA – OUR ORIGIN

There has been significant changes in the marina marketplace over the past 15 years. Many public and private marinas have been constructed at a pace that has surpassed demand. With more slips than boaters to fill them in many markets, boaters have more choices and will gravitate to those marinas that best can meet their high expectations. Many marinas are also in need of repair to aging infrastructure and face increased costs. To remain competitive, successful marina operators must have a well-conceived strategy to remain successful. This includes incorporating professional and sophisticated programs for customer service, marketing/branding, and profit centers to maximize revenue.

Because of our heavy background in management of residential, retail and commercial, we understand how those industries function. This expertise allows us to better integrate with upland development with events, cross-promotion, and operational decisions so the entire development can act in a coordinated manner.

Many marina operators lack the culture, processes and industry specific knowledge required to remain competitive. Without these skills or a defined strategy for the future, they are not maximizing their potential. Created to fill this void, F3 Marina has specialized skills from over 20 years in marketing/branding, exceptional customer service, and meeting financial goals. Our dedication to achieving our client's vision and gaining their trust has help propel F3 Marina to become a competitive force in marina services on the international stage.

We establish long-term relationships with our clients to achieve their marina related goals through exceptional individualized management built on trust. We deliver a memorable experience for our boaters, provide professional and aggressive marketing, and are ambassadors for the communities in which we work.

SECTION FOUR

CORPORATE OVERVIEW

OUR PEOPLE

Exceptional management begins with the right people coupled with constant training and a culture that empowers but holds staff accountable. It is only in an environment where people are given the tools to succeed that real progress occurs. F3 Marina only looks for staff that will exhibit the core values of: **C.A.R.E.** – **C**ommitment, **A**ccountability, **R**espect and **E**xcellence with their everyday actions. F3 Marina views marina management as a hospitality function. F3 Marina team members have a passion for the boating lifestyle and doing whatever it takes to make the marinas they manage a success for our clients. Our fully trained professional and uniformed staff will be focused on providing a memorable boating experience to all boaters at every opportunity.

We feel strongly that we must invest in our people through continued training to remain the best. All Marina Managers are required to possess or be working towards their Certified Marina Manager (CMM) or their Certified Marina Operator designation (CMO). This is an internationally recognized designation by the Association of Marina Industries. In addition, each employee also provides a Personal Training Plan that outlines areas of focus for their individualized training and learning. This includes formalized training through classroom study and certifications as well as working internally with company mentors to improve their ability to achieve excellence.

SECTION FOUR

CORPORATE OVERVIEW

HOW WE ARE DIFFERENT

- Marketing/Branding
- Upland Integration
- Exceptional Service
- Financial Performance

Marketing/Branding

A professional and aggressive marketing program is custom designed for each marina. Designing and executing a strategic marketing plan keeps demand high, maximizing revenue and establishes a brand identity. Through creation and utilization of a professional website, regular use of social media, print advertising and a strong transient program, F3 Marina can ensure the marina is strongly positioned against competition.

Upland Integration

A core expertise of the F3 Marina strategy and part of what sets us apart is our focus on active integration with the local business community as another marina amenity. Through our retail, residential and commercial expertise, we find creative ways to maximize the upland amenities in a manner that creates loyalty with boaters and sets the marina apart.

Exceptional Service

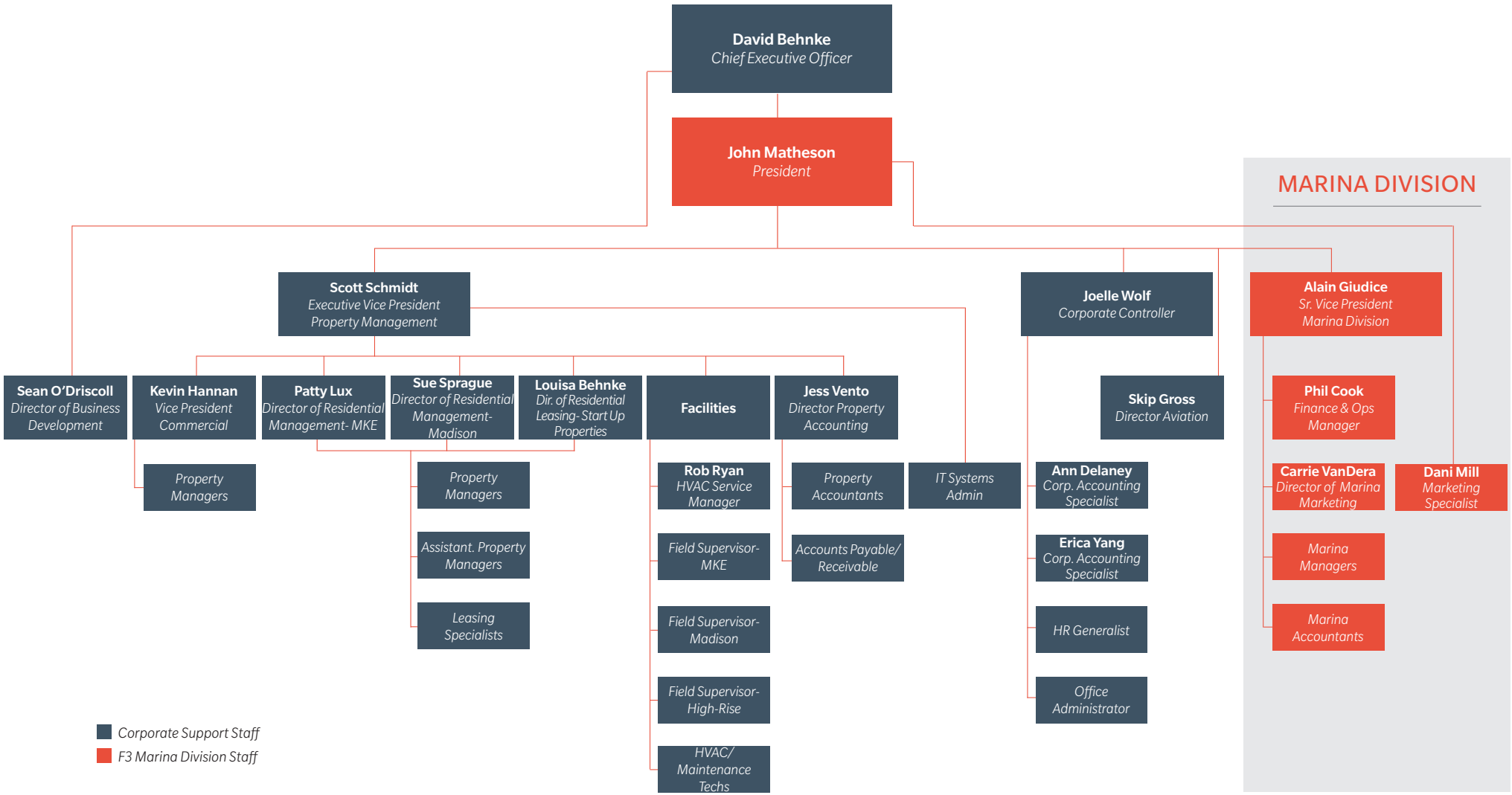
While physical amenities attract boaters, they stay because of the experience delivered by staff. Providing these experiences on a consistent basis can only exist in an organization that includes service as a core part of its culture as we have since 1995. It begins with hiring the right people that can demonstrate hospitality as part of their regular behavior and interpersonal skills. Part of delivering this experience includes events, entertainment, frequent communication and an accessible leadership staff that is engaged with boaters.

Financial Performance

We know how to improve the value and performance of the assets we manage. Strong financial controls, maximizing revenue and planning for the financial sustainability are fundamental strengths within our organization. Detailed annual budgeting, comprehensive monthly reporting, and weekly one-page executive summaries keep ownership fully up to date on key metrics of performance.

CORPORATE OVERVIEW

ORGANIZATIONAL CHART



OUR CURRENT PORTFOLIO

Delivering exceptional marina management services globally.

SECTION FOUR

MANAGEMENT PLAN

HIRING AND TRAINING

It is anticipated that existing staff at the Marina will have interest to remain in their current roles. Our process for evaluating employees, whether existing staff at the marina or from outside, is extremely important. Successful marina management starts with the right people in the right roles. In addition to possessing the technical abilities and experience, all candidates must demonstrate alignment with our Core Values and Culture.

C.A.R.E. Culture

All employees must understand and exhibit the **C.A.R.E** core values for our company: **C**ommitment, **A**ccountability, **R**espect and **E**xcellence. Commitment to our clients, ourselves, our company and our goals. Accountability for our actions and results; Respect for ourselves, clients, customers and co-workers; and finally, striving for Excellence in all that we do. These values are the basis of how we approach our everyday actions. F3 Marina team members have a passion for the boating lifestyle and doing whatever it takes to make the marinas they manage a success for our clients.

DISC Profile

All candidates are required to take a DISC Survey that defines natural behaviors and traits into a "style characteristic". Certain roles are better suited for people that posses certain style characteristics. While this is not the only tool used in hiring, it is one of several used to ensure a good fit for a particular role.

Marina Manager Traits

F3 Marina approaches the role of Marina Manager differently than most other operators. Not only are we concerned with their abilities in financial and operational matters, but we place a high value on the ability to effectively collaborate with the many different stakeholders needed to make the marina successful such as boaters, local merchants, non-profits, area residents, visiting boaters, client and vendors. The ability to lead and communicate well is often an afterthought for many marina operators resulting in less than ideal relationships with marina management. The Marina Manager will play a major role in the marketing strategy and building strong relationships with the community.

All Marina Managers are required to possess or be working towards their CMM (Certified Marina Manager). This is an internationally recognized designation by the Association of Marina Industries. We hire and train true leaders in this role that know how to teach others to take ownership of their own roles and success. They Involve staff in the goal process and allow them freedom to find solutions to accomplish these goals. Anyone that has staff reporting to them must learn the way to lead, manage and hold people accountable. This way, the marina has the entire staff working in harmony, all trying to reach the same goals.
The Marina Manager role will be accountable for helping define and achieve the specific goals of the Marina, under the direct oversight of Alain Giudice, Sr. Vice President Marina Division.

SECTION FOUR

MANAGEMENT PLAN

F3 Marina uses an active form of marina oversight to ensure the quality standards and goals are met. The Marina Manager collaborates with Alain Giudice, to determine specific annual and quarterly goals. Once established, a weekly "Traction" meeting with the VP Operations will ensure the Marina Manager is on track with goals.

The hiring of additional staff falls to the Marina Manager under the direction of our corporate Human Resources Department and as allowed by marina budget. F3 Marina will first look to the local community to fill all roles.

Training

Continual training for all of our employees is an important part of our culture. This can take the form of several forms such as internal mentoring/training, formal outside classroom, and industry designations. Each employee is allowed a $1,000 educational allowance annually and is required to create a personal growth plan that outlines a strategy for professional growth within their specific role with the company. Marina Managers tour other F3 Marinas to gain ideas and further training that benefits their abilities to reach our marina goals.

SECTION FOUR

MANAGEMENT PLAN

MARKETING PLAN

Creative and aggressive marketing and branding of the marina is a cornerstone of F3 Marina. Our strategy is to not only promote the marina well to maintain strong demand and occupancy, but also promote the City as an amenity. Our approach and capabilities for marina marketing are identified below:

Branding/Logo

- Evaluate the current logo and use.
- Update logo if needed
- Provide a logo use guide that defines proper use for electronic, print, uniforms and other media.

Print Publications Ads

- Design print advertising creative for use in all appropriate marina publications.

Website

The website will reflect the same graphics, look and feel of the print publication and include at a minimum:

- Professional photos of marina, uniformed staff, dockage, events, boaters
- Portal for service requests from boaters
- Link for boaters to obtain slip reservations
- SEO (search engine optimization) to ensure website is listed near top for specified search words
- Listing of area amenities
- Photos of marina and events
- Links and information on marina weather and other appropriate information

Social Media

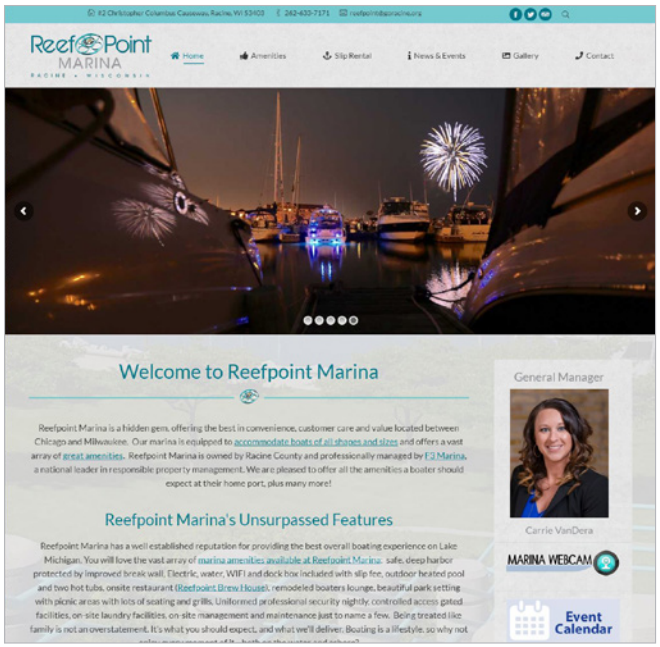
The primary role for the Facebook account will be to provide updated information to existing and potential boaters and be a source for information boaters can turn to for events and activities regarding the Marina. Additionally, posts will include not only Marina related activities, but also happenings at upland businesses and organizations and from the general local community. Posts from Marina staff will be at least weekly to provide boaters with a sense of activity at the Marina.

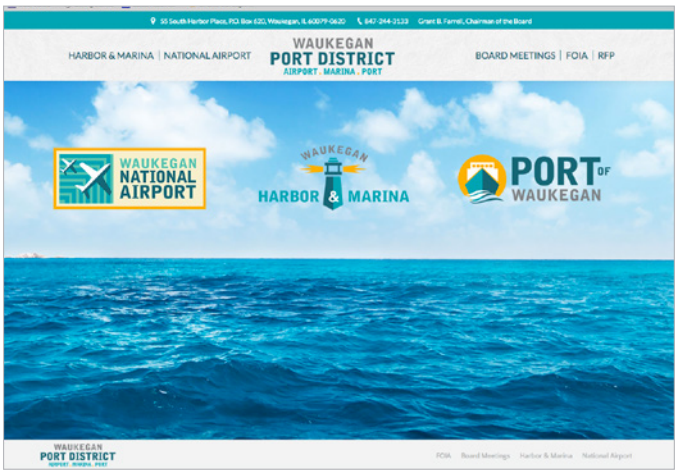
MARKETING/BRANDING

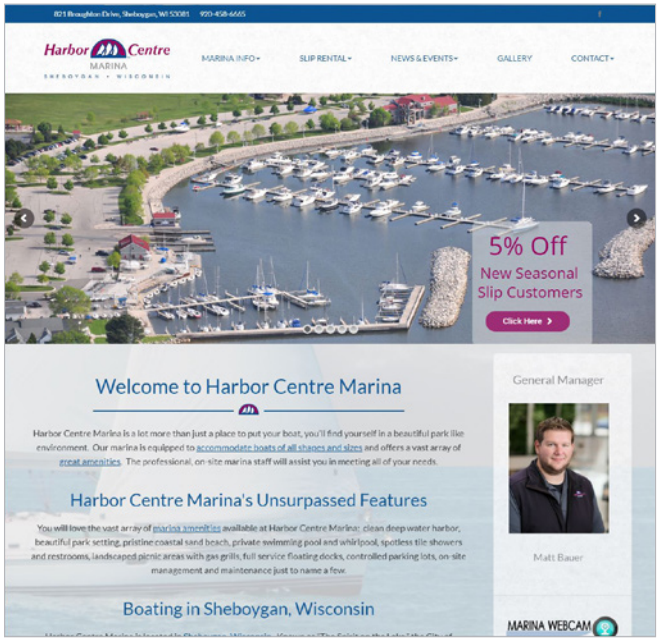
SAMPLE PRINT MATERIAL

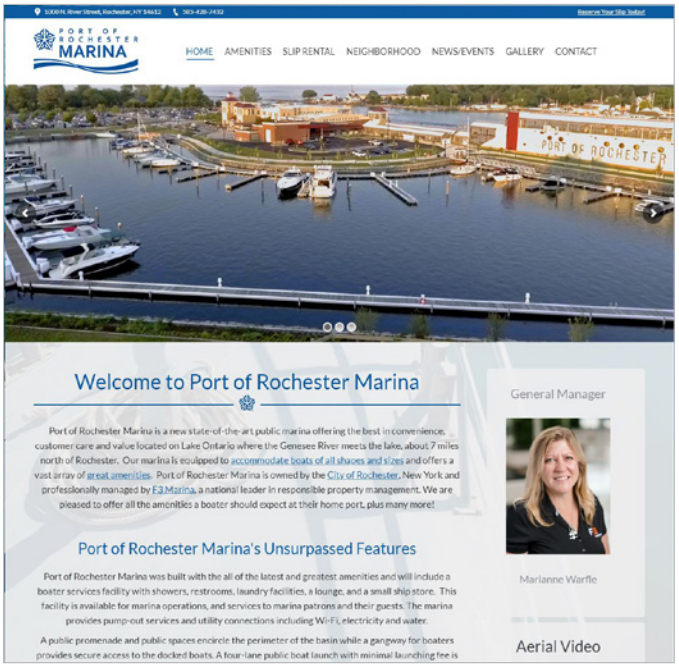
MARKETING/BRANDING

SAMPLE WEBSITES









MARKETING/BRANDING

SAMPLE eNEWSLETTERS

SECTION FOUR

MANAGEMENT PLAN

SERVICE/COMMUNICATION CAPABILITIES

Communication/Boater Relations

A custom communications plan can be created to maintain a strong relationship with boaters. This plan will include several avenues for two way communication and a service focused culture. Below are some of the likely outcomes from this plan:

- STAFF RELATIONS: Each member of the team will know the importance of how to communicate with boaters to create "memorable moments". They will find ways to go out of their way to exceed boater's expectations. This is typically the #1 most effective way to achieve a strong boater relationship, but also the most difficult to accomplish unless staff is well trained and held accountable.
- SURVEYS: Boaters will be surveyed to determine specific areas that they value as well as areas they would like to see improved.
- MANAGER VISITS: The Marina General Manager will visit boaters and walk the docks frequently to demonstrate a boater focus and awareness of marina operations. Marina Managers are required to be at the Marina on most weekends as that is when most boaters are there.
- BOATER GATHERINGS: Several times during the year, events will be created that provide an opportunity for boaters to gather, visit with staff in a casual environment and provide feedback to staff on issues important to them.
- REGULAR "E-BLASTS": Information will be sent along with a newsletter.
- WEBSITE: Boaters will be able to send comments through the website to marina staff.

Marina Welcome Packets

All boaters receive a "Boater Packet" with information not only about Marina operations and management, but will also include flyers, coupons and information from local businesses. This is updated annually and presented to boaters as a way to remind them of services offered, contact information, marina operations (trash, ice, hours, security, etc) and to provide discounts/ information for vendors and businesses that may appeal to our boaters.

Guest Boater Program

One of the ways to help distinguish the level of service provided is how we treat our visiting boaters that choose to stay for a short period of time. First, by calling them "Guest Boaters" instead of the more common term of "transient boaters" we are sending a message of how we treat these visitors. We view each Guest Boater as a potential long-term renter for the Marina.

These programs combined with a great relationship with marina staff are help drive loyalty and improve the marina experience for our boaters.

SECTION FOUR

MANAGEMENT PLAN

ACCOUNTING

Our corporate marina accounting team, led by Phil Cook, ensures that our monthly financial reports are timely, meaningful and accurate. Specific procedures are part of our process for recording receipts and expenditures along with training staff on the proper handling of cash and recording into the marina software system.

Marina Software

F3 Marina utilizes the FSM Marina Management software system. Features of this system include:

- Slip Management with custom interactive visual marina map
- Storage and Billing
- Comprehensive Accounting
- Reservations
- Rental Contracts
- Retail POS
- Fuel Management
- Mobile Apps

Accounts Payable

All invoices are approved by the Marina Manager and processed in accordance with the clients' procedures along with detailed explanations. Once there, checks are produced and sent to the vendor. All vendors must provide proper forms such as proof of insurance and W-9 forms prior to payment.

Accounts Receivable

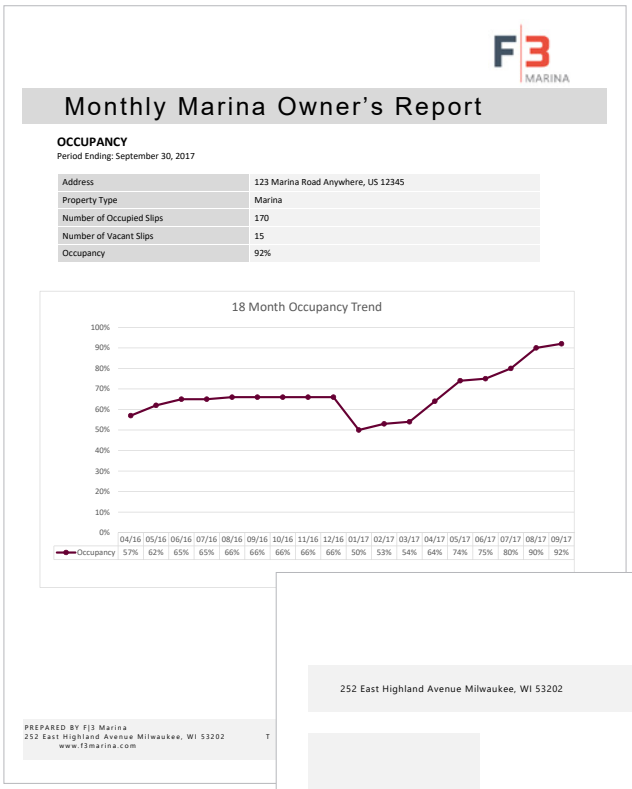
F3 Marina managed marinas follow a disciplined approach to the collection of money owed the marina by boaters. Client approved payment procedures are implemented and followed by staff. Delinquent boaters are noticed in accordance with State and local laws to collect outstanding payments. Staff also works with law enforcement to collect and take appropriate legal action when necessary. Monthly reports detail any collection activity and status of delinquent accounts.

Budgeting

Annual operating budgets are completed to follow the timelines required by the client. These budgets include detailed revenue and expenses along with recommended capital items along with narrative when appropriate. Budgets are prepared to be aligned with the marina goals and strategy that is created early in the management contract. The budget is used to create variance reports each month as part of the reporting package to clients.

ACCOUNTING

SAMPLE MONTHLY REPORT



Monthly Marina Owner's Report

OCCUPANCY

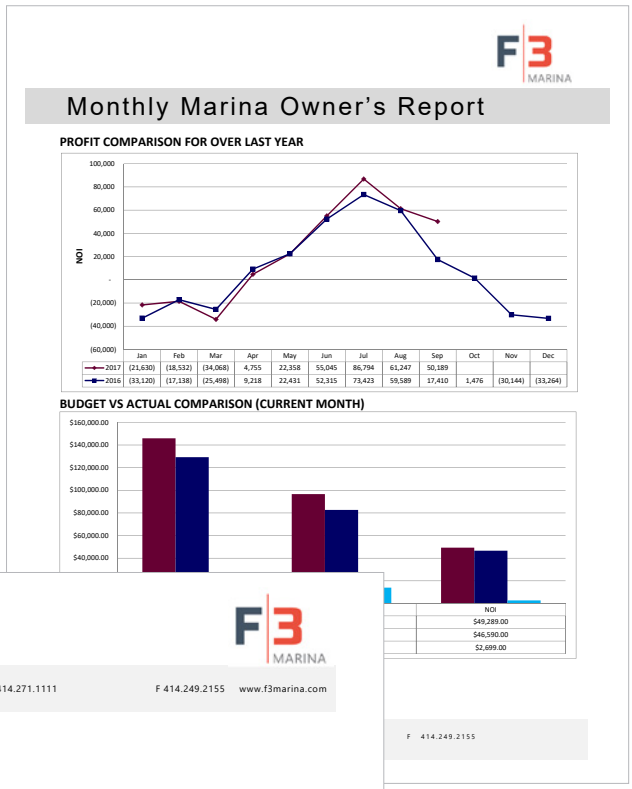
Period Ending: September 30, 2017

Address	123 Marina Road Anywhere, US 12345
Property Type	Marina
Number of Occupied Slips	170
Number of Vacant Slips	15
Occupancy	92%

18 Month Occupancy Trend

	04/16	05/16	06/16	07/16	08/16	09/16	10/16	11/16	12/16	01/17	02/17	03/17	04/17	05/17	06/17	07/17	08/17	09/17
Occupancy	57%	62%	65%	65%	66%	66%	66%	66%	66%	50%	53%	54%	64%	74%	75%	80%	90%	92%

PREPARED BY F|3 Marina
252 East Highland Avenue Milwaukee, WI 53202 T
www.f3marina.com



Monthly Marina Owner's Report

PROFIT COMPARISON FOR OVER LAST YEAR

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2017	(21,630)	(18,532)	(34,068)	4,755	22,358	55,045	86,794	61,247	50,189			
2016	(33,120)	(17,138)	(25,498)	9,218	22,431	52,315	73,423	59,589	17,410	1,476	(30,144)	(33,264)

BUDGET VS ACTUAL COMPARISON (CURRENT MONTH)

NOI
$49,289.00
$46,590.00
$2,699.00

F 414.249.2155

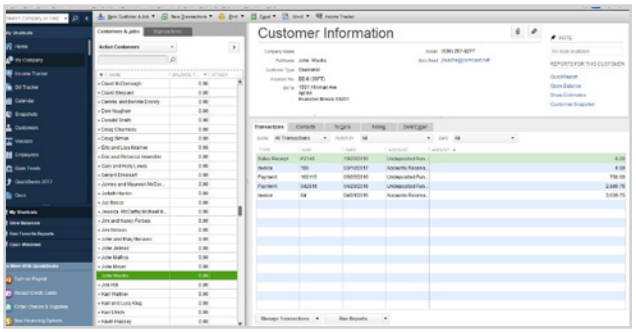
252 East Highland Avenue Milwaukee, WI 53202 T 414.271.1111 F 414.249.2155 www.f3marina.com

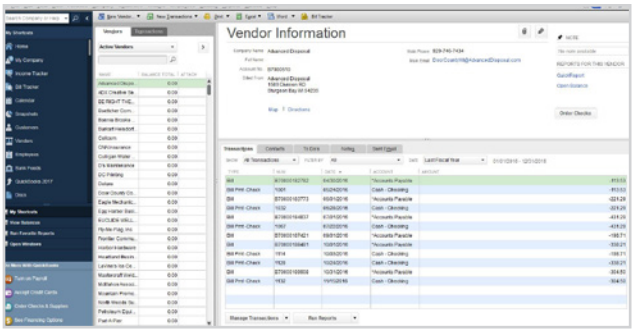
Sample Marina
123 Marina Road
Anywhere, US 12345

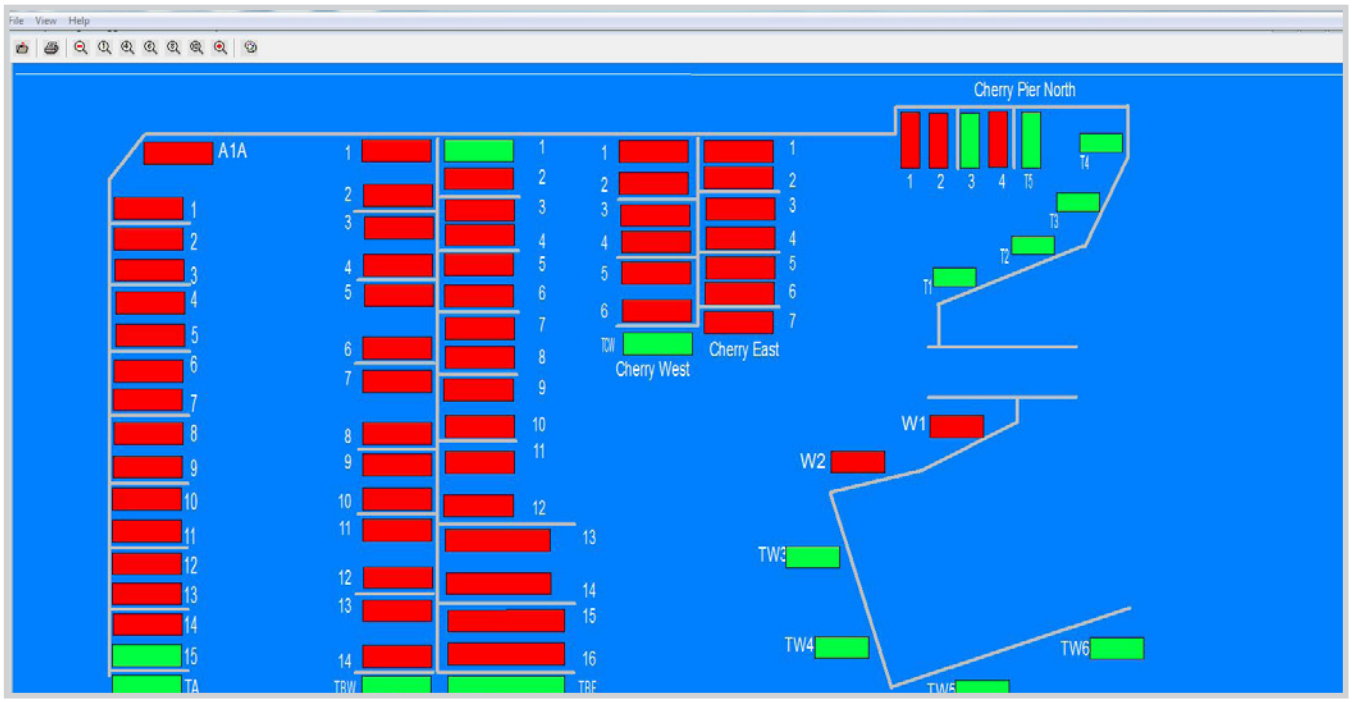
MONTHLY REPORT
Period Ending: 09/30/2017

ACCOUNTING

SAMPLES OF MARINA MANAGEMENT SOFTWARE







SECTION FOUR

MANAGEMENT PLAN

REPORTING

Providing meaningful and frequent reporting to clients is one of the cornerstones of the F3 Marina strategy and helps set us apart. These reports keep stakeholders informed of the progress of their marina on a weekly basis with a monthly detailed analysis. Our reporting can be customized to the needs of the client but these two reports provide a good frequency and level of detail that most clients prefer.

Report Options

- MONTHLY FINANCIAL REPORT: This important monthly report provides an executive summary that outlines the financial, operational and goal status of the marina for the previous month. Explanations for variances from budget to actual are included as well as comments about the financial position. This is followed by detailed information to include balance sheet, general ledger, income statement, delinquency report and balanced bank account statement. *(see example of a monthly financial report)*
- WEEKLY EXECUTIVE SUMMARY: A great deal of activity can occur during the course of a month. F3 Marina provides an informative but concise one-page Weekly Executive Summary to all clients each Monday afternoon. This is customized to provide the basic key measures of performance including occupancy, income by category along with operational and marketing activity. This keeps clients in touch with current activity without having to call or to wait until the end of the month. *(see example of an Executive Summary Report)*

REPORTING

SAMPLE WEEKLY REPORT

Sample Marina
123 Marina Road Anywhere, US 12345

WEEKLY OPERATIONS REPORT

WEEK ENDING: September 18, 2017

	WEEK	YTD	LYTD
MONTHLY	$ 0.00	$ 149,374.00	$ 68,010.34
TRANSIENT	$ 1,073.60	$ 167,278.96	$ 142,320.76
MOORING	$ 0.00	$ 20,369.98	$ 26,942.30
SLIP USAGE	$ 0.00	$ 23,702.26	$ 10,009.48
FUEL	$ 949.86	$ 268,021.02	$ 230,348.60
STORE	$ 741.30	$ 62,092.87	$ 52,621.67
ELECTRIC	$ 100.00	$ 96,182.40	$ 70,538.56
TOTALS	**$ 2,864.76**	**$ 787,021.49**	**$ 600,791.71**

FUEL

GALLONS SOLD	2017 YTD	2016 YTD
GAS	20,879	19,204
DIESEL	79,906	71,066
TOTAL FUEL	**100,785**	**90,270**

TOTAL SLIP OCCUPANCY

SLIP SIZES	TOTAL AVAILABLE	OCCUPIED THIS WEEK	OCCUPANCY RATE
30'	39	37	94.87%
35'	65	58	89.23%
40'	64	59	92.19%
50'	15	15	100.00%
60'	8	8	100.00%
T-DOCKS	6	3	50.00%
TOTALS	**197**	**180**	**91.37%**

ANNUAL SLIPS

TOTAL THIS MONTH	YTD 2017	YTD 2016
$ 5,218.00	$ 63,360.03	$ 43,860.97
$ 7,736.00	$ 107,149.39	$ 84,696.04
$ 14,340.00	$ 122,545.70	$ 108,635.83
$ 3,312.00	$ 36,723.43	$ 38,663.97
$ 2,146.00	$ 29,075.98	$ 31,947.33
$ 750.00	$ 3,688.09	$ 4,400.00
$ 33,502.00	**$ 362,542.62**	**$ 312,204.14**

2017 GROSS REVENUES YTD:	2016 GROSS REVENUES YTD:	DIFFERENCE:
$ 1,149,564.11	$ 912,995.85	$ 236,568.26

ADDITIONAL NOTES

MARKETING / SALES	OPERATIONS / MAINTENANCE
With hurricane preparations beginning on September 4th, winds really picking up on the 10, Irma hitting us on the 11th and no power for quite some time, we had a very slow week. 5K less than last year. We continue to be close to 100% operational with power going out on occassion and the either the internet or the wifi going down, but for the most part the customers are handling it well. Let's just keep our fingers crossed for the next two months.	All safety issues have been taken care of and all damages that do not cost money have been repaired. Debris clean-up is complete. We will need at least one power pedestal, some dock boxes and we do need to rebuild the fence around the work shed.

PREPARED BY F3 MARINA, DIVISION OF FOUNDERS 3 MANAGEMENT COMPANY
252 E. Highland Avenue Milwaukee, WI 53202 T 414.271.1111 F 414.249.2155

SECTION FOUR

MANAGEMENT PLAN

MARINA MAINTENANCE

With three "Building of the Year" awards, and finalist for the top International AMO Management Firm in 2017, we understand what it takes to achieve a high level of maintenance and appearance of our facilities. This "property well-being" is one of our foundations of success.

Property Well-Being

Most people, and firms, will agree that well-kept grounds is an essential part of property management. Yet few are able to execute this well. With F3 Marina, "Property Well-Being" is one of our Core Values that we devote a great deal of attention. In fact, it is a major part of our culture and we are proud of how we have improved the properties we manage. Below are some of the key aspects of how we approach maintaining the physical asset:

- VISUAL APPEAL: This includes the curb appeal as you approach the marina from land or by water. Signs, landscaping, building condition are part of the focus. Because marinas are to be enjoyed by all residents and visitors, their existence should add to the waterfront appeal visually as viewed by all.
- PROPERTY DETAILS: Details matter. By training staff to develop a critical eye for details and consistent daily inspections that are documented, we know how to ensure delivery of a "class A" physical environment. Our Marina Managers are held accountable for the daily property visual appeal and perform documented inspections to meet a very high standard.
- PREVENTATIVE MAINTENANCE: HVAC, piers, painting, roofs, landscaping, plumbing, and equipment are examples of a long list of items that must be maintained. A preventative maintenance plan that includes manufacturer recommended maintenance (when appropriate or available) is put on a schedule to perform. Part of the annual inspection program will include identification of capital items or notable repairs that need improvement or replacement along with costs. These will be included in the budget along with justification for approval.

The marina is not just a home to boaters, but also an important asset for visitors, residents and a place of work for employees. While the investment in the marina has resulted in a beautiful environment, this investment will quickly deteriorate without a disciplined and professional maintenance plan. This is particularly important due to the harsh weather environment most marinas face. Because marinas should be as financially self-sustaining as possible, this makes the maintenance even more important. When a capital need arises, careful consideration of costs/benefits must be performed to identify the long-term impact.

SECTION FOUR

MANAGEMENT PLAN

SAFETY

The safety program for any marina is extremely important due to the inherent dangers of a water environment and addresses staff, boaters and visitors. The safety program involves the following elements:

- STAFF TRAINING: As part of staff training safety is addressed with a focus on the particular role of the employee. This includes how to assist boaters with tie-up properly, inspecting the property to ensure lights are working and removing trip hazards.
- BOATER EDUCATION: Part of the role of marina manager is to provide safety education to boaters. This includes prevention of stray electrical current, electrical shock drowning hazards, reducing trip hazards around the piers, and being observant for suspicious activity. Providing access to marina weather conditions for boaters is also important.
- VISITORS: Marinas are constructed for the enjoyment by the entire community, not just boaters. Therefore, providing the ability to be near the water in a safe manner is particularly important. Ways to mitigate risk includes ensuring the gated access system is working properly, maintain warning and directional signs, provide a visible security patrol and inspect lighting along walkways and parking lot.

SECTION FOUR

MANAGEMENT PLAN

TRANSITION PLAN

The operation of the marina can be divided into a Transition Phase and Stabilized Phase. F3 Marina places a high value on our comprehensive Transition Phase as a key element in achieving the long term success of the marina. This process typically takes 60-90 days and is designed to create a customized, effective system for the day to day operations of the marina that will achieve the long term goals.

As part of this process, and each succeeding year, the Marina Manager will collaborate with Alain Giudice, Sr. Vice President Marina Division, to determine specific annual and quarterly goals. Once established, a weekly "Traction" meeting with the Sr. VP will ensure the Marina Manager is on track with these goals.

The hiring of additional staff will fall to the Marina Manager under the direction of our corporate Human Resources Department and as allowed by marina budget. F3 Marina will first look to the local community to fill all roles and will interview existing staff as part of the process.

The primary elements of the Transition Phase address the following:

Staffing

- Ensure all roles are filled with qualified staff
- Implement training to F3 Marina standards
- Form staff goals, one-on-one meetings and accountability

Financial and Accounting

- Set up software system
- Load accounts and balances
- Establish reporting requirements and protocols
- Load budget
- Establish reporting details

Marketing/Advertising Plan

- Comprehensive competitive analysis
- Brand message, logo, and creative strategy
- Website, social media and electronic

Event and Promotional Plan

- Plan events and activities to improve the experience and establish loyalty
- Work closely with community on programs to encourage visits to area
- Form a strong program for visiting boaters

Facility Well-Being

- Conduct a detailed marina physical audit to fully document and understand physical asset
- Create maintenance schedules for preventative maintenance and inspections to ensure quality of visual appearance is maintained
- Denote electrical and water shut-offs, panels, switches etc on a site plan in event of emergency
- Ensure compliance with any grants

TRANSITION PLAN

With many years of experience in assuming control of marinas and other commercial properties, F3 Marina has created a transition process designed to provide a smooth transition with minimal effort on the part of the client. The F3 Marina Transition Team follows a proprietary checklist that has been refined over many years and includes a detailed item by item list of tasks to be performed prior to and after the transition or commissioning of a marina. This checklist serves as the basis for weekly transition meetings with F3 Marina team that is responsible for the new assignment. Since each marina is different, this list must be customized for the particular needs of the client, area and type of marina.

Frequent communication and attention to detail ensure that the transition occurs smoothly and all stakeholders are well informed with minimal time investment on part of the client.

Marina Transition Checklist

Professionally Managed by F3 MARINA

Marina: Titusville Municipal Marina, Titusville Fl
Contract Start: October 1, 2015
Last Update: August 7, 2015

		Person Accountable	Actual Completion Date	Comments/status
Phase 1 Pre-Start	Obtain executed contract from Client	JM	9/17/15	Done - waiting for city council approval
	Hire Marina Manager	CM	9/10/15	Offer made to Tom Lawson - accepted - going through hire
	Interview staff, determine fit	MM	10/1/15	MM to perform final interviews
	Post ads for open positions	JM	8/1/15	
	Create press release - approval from client	JM	8/25/15	Sent - interviews are set
	Begin work on new website with Nelson	JM	10/3/15	Have quote from Resident Capture
	Property Accounting Set -Up:			
	FSM data set-up, coordination with Rick/Jim	DB	9/15/15	
	Establish chart of accounts	DB	10/1/15	8/19 - DB spoke with City - setting future date to discuss
	Determine IT needs - order computer hardware/software	JM	10/1/15	
	POS systems: fuel dock? Store? Tablets?	JM	10/1/15	
	Internet connection: meet needs? Set up new connection?	JM	10/1/15	
	FSM: determine modules needed - order	JM	10/1/15	Rick sent list to Chris for modules
	Provide employment packets/applications to current staff to complete	JM	8/13/15	
	Background checks/drug tests	JM (KM)	10/1/15	
	Establish invoice processing prodecures	DB	10/1/15	
	Meet with City to discuss budget to gain understanding of details	JM	10/1/15	
	Establish communication process between SG Marina and City	DB	10/1/15	
	Open bank account	DB	10/1/15	
	Gain City approval for and order new SG Marina signs	JM		
	Determine fuel reporting requirements (State)	MM		
	Notice vendors for change of management	CM	10/1/15	
	Work with City to determine accounting/financial reporting	DB	10/1/15	
	Order uniforms for staff: Hats, shirts, jackets	JM		Logo completed, I will check with city
	Obtain current rent roll of boaters and occupancy agreements	MM		
	Send notification to all boaters of new management and contact information	CM	10/1/15	
	Notify insurance of marina management - provide city with Cert of insurance	MM	10/1/15	
Phase II First 30 days	Boater communication, welcome letter sent	MM		waiting on logo for conatant contact
	Obtain inventory of equipment, tools, ships store	MM		
	Set up all computer hardware, ensure FSM and email systems are up and running	JM	10/1/15	
	Create roles, descriptions and accountability chart for staff (use SGM template)	MM		I need the template
	Establish boater communication plan: newsletter?, area to post info	MM		waiting on logo for conatant contact
	Determine and establish reporting to State for fuel sales		10/31/15	
	Establish ability and process for shared services from client (public works, etc)	MM		
	Review slip lease agreement, recommend changes to City if needed	MM		City attorney commented that it has been reviewed by expert
	Create custom Orientation checklist for each position for training (use SGM template)	MM		I need the template
	Set up new payment system for fuel dock with smart pads	DB		NEEDED
	[illegible] contacts for staff and vendors	MM		staff is [illegible]
	[illegible]/input			

PROPRIETARY DOCUMENT

SECTION FOUR

MARINA MANAGEMENT SCOPE & FEES

SCOPE OF SERVICES & FEES

MARINA MANAGEMENT SCOPE OF WORK

F3 Marina will perform the following scope as outlined in the RFP:

A. Operate, supervise, manage, and maintain the Marina daily.

B. Hire, train and supervise marina staff. These individuals will be employees of the contractor.

C. Implement a dress code and provide on-site personnel with uniforms and name tags to be worn at all times while on duty.

D. Maintain experienced staff and management for marina operations.

E. Solicit, negotiate, prepare, administer and manage licenses, occupancy agreements, marketing agreements and service contracts (including, without limitation, engineering, telephone, security, and exterminator services), staffing and personnel needs, and other services which are reasonably necessary for the Marina's facilities.

F. Collect and manage all payments for services and related deposits.

G. Administer slip assignments.

H. Administer evictions and remove abandoned vessels.

I. Account for and report on Marina financial operations. Ensure that an appropriate dockage reservation system and accounting system is in place and that it has capabilities to export results of operations in a format compatible with the City's financial management system.

J. Prepare and implement annual Health and Safety Plan and Facility Maintenance Plan.

K. Implement the Marina's hurricane plan.

L. Administer a customer service program for the Marina.

M. Prepare and implement advertising, promotional activities, and marketing plans.

N. Design, maintain and update City Marina web page to incorporate the use of a variety of popular social media links (all information shall be property of the City).

Continued on next page.

SECTION FOUR

MARINA MANAGEMENT SCOPE & FEES

O. Purchase, in accordance with the approved operating budget, all equipment, tools, appliances, materials, and supplies reasonably necessary or desirable for the care, maintenance and operation of the Marina.

P. Operate a full-service marina facility in a manner to maximize occupancy and revenues for the Marina.

Q. Provide a wide array of services and improve the level and variety of services available for the benefit and enjoyment of the Marina occupants and the boating community.

R. Protect the City's capital investment in the Marina facilities through the exercise of high standards of management, operation, and maintenance.

S. Act as the sole and exclusive managing agent of the City to manage, operate and maintain the Marina facilities.

T. Establish and adjust fees, prices, rates and rate schedules for use of the Marina facilities and all licenses, agreements or contracts and any other commitments for the Marina's facilities.

U. Use diligent efforts to cause all users of the Marina's facilities to adhere to posted Marina rules; strictly enforce such rules; and, comply with such rules.

V. Ensure that the conditions specified in the grants used to fund the Marina's construction are adhered to without exception.

W. Work in cooperation with City staff to ensure the Marina's smooth operations.

X. Work specifically with the City Finance Department, as required, to develop and manage financial operations and financial reporting.

Y. Implement the Marina's approved budget.

Z. Schedule, coordinate, facilitate, attend and serve as City representative for all meetings of the City's Marina Advisory Board.

SECTION FOUR

MARINA MANAGEMENT SCOPE & FEES

SCOPE OF SERVICES & FEES

MARINA MANAGEMENT SCOPE OF WORK

F3 Marina would employ its own staff at the marinas and be fully accountable for performance.

In addition to the duties noted above, F3 Marina shall provide the following:

- Organize and participate in boater meetings among slip-holders throughout the boating season.
- Create a maintenance and inspection plan, including recommendations for long term capital improvements in the best interest of the marinas.
- Review current accounting process and procedure to determine if changes could improve efficiencies and/or reduce City staff time.
- Review current marina graphics and creative and recommend changes, if needed, and approved in budget.
- Customize and update as needed the Marina Operations Manual that provides for policy and procedures for marina operations.
- Based on "as-built" plans for the Marina, create a map that identifies all critical utility shut offs, transformers, alarm panels, generators, pumps, access panels, and lighting.
- Maintain a list of emergency contact numbers for staff and vendors. Prepare a customized Emergency Procedures Plan that includes (where applicable); severe weather, boat/building fire, fuel spill, boat sinking, boat/property damage, personal injury, and other potential events. Provide boaters with a recommended action plan in the event of emergencies. Maintain supplies and materials needed and train staff for emergencies. Provide and require all staff to be familiar with safety procedures and precautions.
- Reconfigure the ships store/service area to create a well merchandised ships store as an amenity and profit center in accordance with approved budget.

SECTION FOUR

MARINA MANAGEMENT SCOPE & FEES

SCOPE OF SERVICES & FEES

MARINA MANAGEMENT FEES

BASE FEE:
- $78,000 annually, paid in monthly installments of $ 6,500 per month

INCENTIVE FEE:
- 20% of gross revenue exceeding Base Year Revenue*

  * Base Year Revenue defined as year-end 2019-20

START-UP FEE:
- 10,000 one-time fee

  Covers cost of mobilization, initial administrative set-up, HR, accounting set-up, travel and administrative costs of a new assignment.

LABOR REIMBURSEMENT:
- All costs of on-site staffing shall be reimbursed including the following fee for training, oversight and HR administration:
  - A monthly cost per employee of:
    - Full-time staff: $150
    - Part-time staff: $75

SHIP STORE/FUEL
- City shall retain all revenues from retail sales.

F3 MARINA

APPENDIX: EXHIBITS A-H

FERNANDINA BEACH MARINA

5

REEFPOINT MARINA
921 Slips on Lake Michigan

EXHIBITS

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

CITY OF FERNANDINA BEACH
REQUEST FOR PROPOSAL 2020-02
MANAGING AND/OR LEASING MARINA FACILITIES

EXHIBIT "A"
CONTACT SHEET

Name: Founders 3 Management Company d/b/a/ F3 Marina

Federal Taxpayer ID: 39-1833308

Mailing Address: 252 E. Highland Ave

City, State, & Zip Code: Milwaukee, Wisconsin 53202

Telephone: 414-271-1111 **Fax:** _____

Email: Jmatheson@founders3.com

Submitted By: John Matheson

Title: President

FIRM Accepts Credit Cards*: (Yes) **No**

Accounting Contact:

Name: Phil Cook **Title:** Manager Finance and Operations

Email Address: Pcook@f3marina.com **Phone:** 414-249-2126

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

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH
REQUEST FOR PROPOSAL 2020-02
MANAGING AND/OR LEASING MARINA FACILITIES

EXHIBIT "B"

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

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

1. This sworn statement is submitted with Bid, Proposal or Contract for RFP 2020-02.

2. This sworn statement is submitted by (entity) Founders 3 Management Company whose business address is 252 E. Highland Ave, Milwaukee, WI 53202 and (if applicable) Federal Employer Identification Number (FEIN) is 39-1833308 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

3. My name is John Matheson and my relationship to the entity named above is President and Partner.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(a) (g). Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a) (b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:

    1. A predecessor or successor of a person convicted of a public entity crime; or

    2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The City of Fernandina Beach, Florida ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

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 4/27/20 Date:

STATE OF ~~FLORIDA~~ Wisconsin
COUNTY OF Milwaukee

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 27th day of April, 2020, and is personally known to me, or has provided WI Drivers License as identification.

ANN DELANEY NOTARY PUBLIC STATE OF WISCONSIN

Ann Delaney
Notary Public
My Commission expires: 4/12/2024

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH
REQUEST FOR PROPOSAL 2020-02
MANAGING AND/OR LEASING MARINA FACILITIES

EXHIBIT "C"
DRUG-FREE WORKPLACE CERTIFICATION

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

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or services a copy of the statement specified in paragraph 1.

4. In the statement in paragraph 1., notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.

5. Impose a sanction on, or require fine satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

COMPANY: Founders 3 Management Company

CITY: Milwaukee STATE: WI ZIP CODE: 53202

SIGNATURE: _____ PHONE: 414-271-1111

NAME (TYPED OR PRINTED): John Matheson TITLE: President

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH
REQUEST FOR PROPOSAL 2020-02
MANAGING AND/OR LEASING MARINA FACILITIES

EXHIBIT "D"

CITY OF FERNANDINA BEACH, FLORIDA

E-VERIFY STATEMENT

Bid/Proposal Number: RFP 2020-02

Project Description: Management and or Leasing of Marina Facilities

I/FIRM acknowledges and agrees to the following:

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

1. All persons employed by the FIRM during the term of the Contract to perform employment duties within Florida; and

2. All persons assigned by the FIRM to perform work pursuant to the contract with the Department.

Individual/Company/Firm: Founders 3 Management Company

Authorized Signature:

Title: President

Date: 4/25/20

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH
REQUEST FOR PROPOSAL 2020-02
MANAGING AND/OR LEASING MARINA FACILITIES

EXHIBIT "E"
PROPOSER ACKNOWLEDGEMENTS AND AGREEMENTS

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

1. INTRODUCTION AND GENERAL INFORMATION
   Understands and agrees to all terms.

2. PROPOSAL INSTRUCTIONS, TERMS AND CONDITIONS
   Understands and agrees to all terms.

3. EVALUATION AND CONTRACT OVERVIEW
   Understands and agrees to all terms.

4. PROPOSER'S RESPONSE: SUBMITTAL INFORMATION
   Understands and agrees to all terms.

5. PROPOSER'S RESPONSE: PROPOSED TEAM
   Understands and agrees to all terms.

6. PROPOSER'S RESPONSE: PROPOSED COMPENSATION
   Understands and agrees to all terms.

Name: John Matheson Title: President

Signature: _____ Date: 4/27/20

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH
REQUEST FOR PROPOSAL 2020-02
MANAGING AND/OR LEASING MARINA FACILITIES

EXHIBIT "F"
CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with Bid, Proposal or Contract for RFP 2020-02.

This sworn statement is submitted by (entity) Founders 3 Management Company whose business address is 252 E. Highland Ave, Milwaukee WI 53202 and (if applicable) Federal Employer Identification Number (FEIN) is 39-1833308 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is John Matheson and my relationship to the entity named above is President and Partner.

1. The above named entity is submitting a Proposal for the City of Fernandina Beach.
2. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon his/her own knowledge.
3. The Affiant states that only one submittal for the above proposal is being submitted and that the above named entity has no financial interest in other entities submitting proposals for the same project.
4. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above proposal. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.
5. Neither the entity not 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: 4/27/20

STATE OF ~~FLORIDA~~ Wisconsin
COUNTY OF Milwaukee

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 27th day of April, 2020, and is personally known to me, or has provided Drivers License as identification.

Ann Delaney
Notary Signature

My Commission expires: 4/12/2024

ANN DELANEY NOTARY PUBLIC STATE OF WISCONSIN

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH
REQUEST FOR PROPOSAL 2020-02
MANAGING AND/OR LEASING MARINA FACILITIES

EXHIBIT "G"
NON-COLLUSION AFFIDAVIT

This sworn statement is submitted with Bid, Proposal or Contract for RFP 2020-02.

This sworn statement is submitted by (entity) Founders 3 Management Company whose business address is 252 E. Highland Avenue, Milwaukee, WI 53202 and (if applicable) Federal Employer Identification Number (FEIN) is 39-1833308 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: ____ ____.)

My name is John Matheson and my relationship to the entity named above is President and Partner.

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

Signature Date: 4/27/20

STATE OF ~~FLORIDA~~ Wisconsin
COUNTY OF Milwaukee

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 27th day of April, 2020 and is personally known to me, or has provided WI Drivers License identification.

Ann Delaney
Notary Signature

My Commission expires: 4-12-2024

ANN DELANEY NOTARY PUBLIC STATE OF WISCONSIN

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH
REQUEST FOR PROPOSAL 2020-02
MANAGING AND/OR LEASING MARINA FACILITIES

EXHIBIT "H"
DISPUTES DISCLOSURE FORM

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

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

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

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

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

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

Founders 3 Management Company	April 24, 2020
Firm	Date
Authorized Signature	John Matheson, President Printed or Typed Name and Title

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

SECTION FIVE

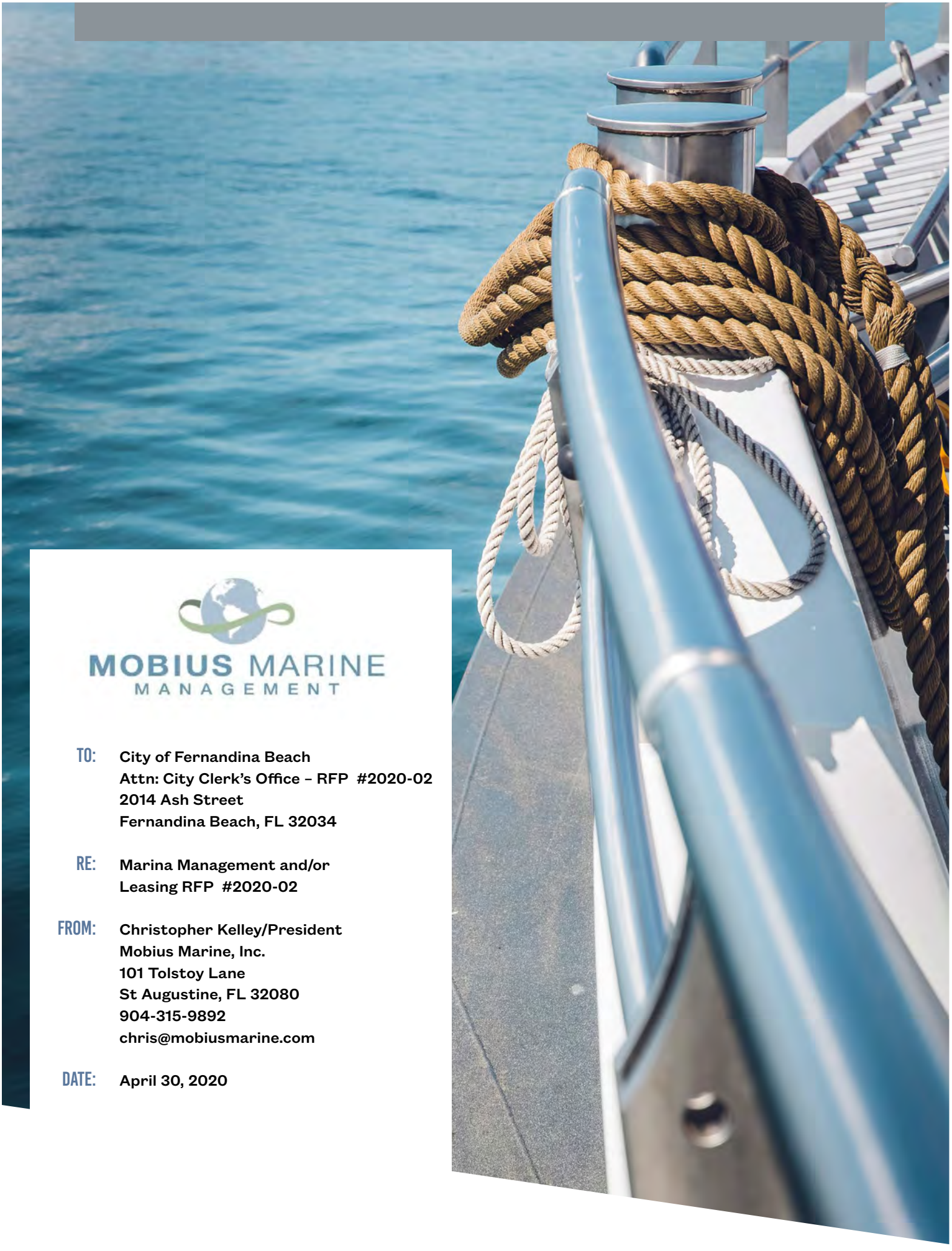
APPENDIX

LITIGATION

Evoke IL Highland, LLC vs Founders 3 Management Company

In the fall of 2019, our client sold an apartment building north of Chicago in a community called Westover. The buyer is suing the seller (our client) claiming fraud and other claims based on information provided that was used as a basis for the property value. Since Founders 3 managed the property, we were included in the lawsuit. The claims are primarily against our client as Founders 3 did not have direct interaction with the buyer. As of April 14th, 2020, the attorney for our insurance provider has been working to extract Founders 3 from this lawsuit as we believe this should be only against our client that had direct contact with the buyer. The charges involving Founders 3 are for providing inaccurate information to intentionally defraud the buyer. There would be no financial gain for Founders 3 to do so, as we did not own the property. We believe the claim is primarily against the seller and expect to be released from this lawsuit soon.

With approximately 150 assets under our management, this is the only lawsuit involving Founders 3 Management Company.



MOBIUS MARINE
MANAGEMENT

TO: City of Fernandina Beach
Attn: City Clerk's Office – RFP #2020-02
2014 Ash Street
Fernandina Beach, FL 32034

RE: Marina Management and/or
Leasing RFP #2020-02

FROM: Christopher Kelley/President
Mobius Marine, Inc.
101 Tolstoy Lane
St Augustine, FL 32080
904-315-9892
chris@mobiusmarine.com

DATE: April 30, 2020

TABLE OF CONTENTS

SECTION 1 /	TRANSMITTAL LETTER	3
SECTION 2 /	LICENSURE	5
SECTION 3 /	PREVIOUS WORK	9
SECTION 4 /	PROFESSIONAL BACKGROUND	13
SECTION 5 /	TECHNICAL CAPABILITIES	17
SECTION 6 /	FINANCIALS & FEE PROPOSAL	22
SECTION 7 /	REFERENCES AND RECOMMENDATIONS	25
SECTION 8 /	EXHIBITS & ADDENDUMS	33

SECTION 1

TRANSMITTAL LETTER

April 30, 2020

City of Fernandina Beach
Attn.: City Clerk's Office – RFP #2020-02
2014 Ash Street
Fernandina Beach, FL 32034

Dear Sir or Madam:

It is with great pleasure that Mobius Marine, Inc. (Mobius) submits the enclosed proposal for the City of Fernandina Beach's consideration in regard to its Request for Proposal (#2020-02), dated March 10, 2020. Having successfully provided management services for the Town of Marineland Marina, Palm Coast Marina, and Marine Park of Flagler we strongly believe a partnership with the City of Fernandina Beach would have a tremendous impact on its customer satisfaction, facilities maintenance, sustainability, resiliency, and bottom line.

Mobius is a marine management company with experience managing private and municipal facilities with a strong background in environmental stewardship and education, customer service, grant procurement and management, and project management.

Our operations and financial management teams will provide an incomparable level of management and service to the City's Fernandina Harbor Marina. We work closely with the marina owner to create and incorporate a work plan to realize a vision for the marina that aligns with the goals, expectations, and values of the marina owner and the community.

At Mobius, we offer a full range of marina management services including but not limited to: marina stores, fuel docks, recreational activities, maintenance, disaster preparedness, HR and staffing, daily marina operations, project management, grant procurement and management, social media and advertising, financial reporting and clean marina procedures and designations.

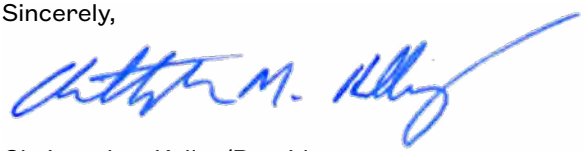
Among the drivers that guide Mobius are, the creation of economic growth opportunities for future generations, continued assessment of accessibility and usage of marine pump-out systems, continued development and improvement of marina facilities, and the development and implementation of: surface runoff reduction, spill protocol for marina facilities, hurricane and storm protocol, and clean marina protocol for facilities and boaters.

Mobius' success is due largely to our ability to create and maintain partnerships/relationships with community stakeholders, lawmakers, and general boating community at local, state and federal levels.

Mobius is committed to leading the way toward the future of navigating healthy waterways. We lead by example and work tirelessly to achieve that goal. When you partner with Mobius Marine, Inc., you are collaborating with a team of professionals that embrace the unique challenges of the modern marina industry and provide a path for the continued success of working waterfronts and gateway facilities.

Thank you for your time and consideration.

Sincerely,



Christopher Kelley/President
Mobius Marine, Inc.

SECTION 2

LICENSURE

PRIMARY OFFICE

Mobius Marine, Inc.
101 Tolstoy Lane
St Augustine, FL 32080
904-315-9892

PROFESSIONAL CONTACT

Christopher Kelley
President
904-315-9892
chris@mobiusmarine.com

INTENDED MARINA MANAGER

Brad Miller
360-535-4258
brad@mobiusmarine.com

EVIDENCE OF FLORIDA LICENSE

See the following page for evidence of
Mobius' Florida State Articles of Incorporation

Certificate of Status

I certify from the records of this office that MOBIUS MARINE, INC. is a corporation organized under the laws of the State of Florida, filed electronically on March 15, 2011, effective March 15, 2011.

The document number of this corporation is P11000025874.

I further certify that said corporation has paid all fees due this office through December 31, 2011, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

I further certify that this is an electronically transmitted certificate authorized by section 15.16, Florida Statutes, and authenticated by the code noted below.

Authentication Code: 110316104002-700197853887#1

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this the
Sixteenth day of March, 2011

Kurt S. Browning
Secretary of State

Electronic Articles of Incorporation For

P11000025874
FILED
March 15, 2011
Sec. Of State
cgolden

MOBIUS MARINE, INC.

The undersigned incorporator, for the purpose of forming a Florida profit corporation, hereby adopts the following Articles of Incorporation:

Article I

The name of the corporation is:

MOBIUS MARINE, INC.

Article II

The principal place of business address:

101 TOLSTOY LANE
ST. AUGUSTINE, FL. 32080

The mailing address of the corporation is:

5 SEA OAKS DRIVE
ST. AUGUSTINE, FL. 32080

Article III

The purpose for which this corporation is organized is:

ANY AND ALL LAWFUL BUSINESS.□□□□MARINA MANAGEMENT

Article IV

The number of shares the corporation is authorized to issue is:

100

Article V

The name and Florida street address of the registered agent is:

CHRISTOPHER KELLEY
5 SEA OAKS DRIVE
ST. AUGUSTINE, FL. 32080

I certify that I am familiar with and accept the responsibilities of registered agent.

Registered Agent Signature: CHRISTOPHER KELLEY

P11000025874
FILED
March 15, 2011
Sec. Of State
cgolden

Article VI

The name and address of the incorporator is:

CHRISTOPHER KELLEY
5 SEA OAKS DRIVE

ST. AUGUSTINE, FL 32080

Electronic Signature of Incorporator: CHRISTOPHER KELLEY

I am the incorporator submitting these Articles of Incorporation and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of this corporation and every year thereafter to maintain "active" status.

Article VII

The initial officer(s) and/or director(s) of the corporation is/are:

Title: P
CHRISTOPHER KELLEY
5 SEA OAKS DRIVE
ST. AUGUSTINE, FL. 32080

Article VIII

The effective date for this corporation shall be:

03/15/2011

SECTION 3

PREVIOUS WORK

MISSION

Mobius Marine, Inc. is an innovative marine management company located in Northeast Florida, managing private and municipal facilities with a focus on environmental stewardship. Since 2011, the company has developed, acquired and operated projects under the brand Mobius Marine. In addition to their marina properties, Mobius also manages Marine Park of Flagler. We have a passion for educating the public on Florida's Clean Marina Programs and provide environmentally clean facilities that protect coastal and inland waters from pollution through compliance of best management practices, clean standards and reducing the impact on waterways and marine wildlife.

We represent the convergence of business, education and science sectors aligning for solutions. Our vision is based on the following major pillars:

- The creation of economic growth opportunities for future generations
- Continued research and use of clean propulsion systems
- Continued assessment of marine pump out systems
- Continued development and improvement of marina facilities
- Continued reduction of surface runoff
- Spill protocol for marina facilities
- Hurricane and storm protocol for marine facilities
- Development of clean marina certification for facilities and boaters
- Committed to lead the way into the future of the waterway health and its inhabitants by leading by example.

TOWN OF MARINELAND MARINA

The Town of Marineland Marina is a municipal facility located along the scenic Matanzas River, at the north end of Flagler County, in Marineland, Florida. With 41 slips and 750' of side-tie dockage, this quaint marina has become a popular stopover for transient boaters on the ICW and a gateway to all that the Town of Marineland has to offer. Mobius took over management of the facility in 2011 and instantly began playing a pivotal role in the marina's redevelopment. As a result, the marina has generated self-sustaining revenues, surpassing projections, year after year.

In addition to managing all aspects of the facility's daily operations, our team continues to serve in the capacity of project manager for the third phase of reconstruction. When completed, the marina will grow by an additional 25 slips and 300' of side-tie dockage, securing its future for many years to come.

Facility Website	MarinelandMarina.com
Active Captain Rating	4.5 stars
Contracted Since	2011
Contact	Town of Marineland POC: Suzanne Dixon, Town Manager Phone: 904-377-2748
Operating Season	Open year round
# of Employees	4
Organization Functions	**Marina Management Services** • Manage all aspects of daily marina operations, including slip assignments, finances, personnel, and maintenance. • Negotiate, secure, and administer all required licenses, occupancy agreements, service and vendor contracts. • Develop and implement various plans and procedures (i.e. hurricane preparedness, emergency response, marketing strategy, marina rules, and personnel code of conduct). **Project Manager of Marina Redevelopment** • Procured grant funds totaling nearly 1.5 million dollars for marina redevelopment, with an additional $600,000 awaiting award by FWCC. • Coordinate reconstruction by serving as Project Manager.
Facility Capacity	41 slips (will total 66 at end of phase III of redevelopment) 750' side-tie dockage (will total 1050' at end of phase III of redevelopment)
Facility & Area Amenities	Restroom facilities, including showers and laundry Free WIFI Free Pump-out available in most slips Within walking distance: - Marineland Dolphin Adventure - Ripple Effect Ecotours - River to the Sea Preserve

PALM COAST MARINA

The Palm Coast Marina is a privately owned facility with more than 70 slips and 500' of side-tie dockage, a ship store and a fuel dock. Located adjacent to the ICW in Palm Coast, Florida, it is the only on-water fueling station for twenty plus miles in either direction. Additionally, it provides the only water-based access to the City of Palm Coast.

As Mobius took over management in 2017, much of the marina was in need of repair. We immediately began working with local contractors and the property owner to implement upgrades. Palm Coast Marina's bread-and-butter is fuel sales, so Mobius' first order of business was to replace the fuel dispensers, including one additional dispenser on the transient dock for the convenience of larger boats. Work to repair and replace other marina infrastructure is ongoing.

Over the course of the last three years, we have reduced expenses and increased the marina's net by nearly 30%.

Facility Website	PalmCoastMarina.net
Active Captain Rating	4.5 stars
Contracted Since	2017
Contact	JDI Palm Coast, LLC POC: Karin Appling Phone: 770-399-9930
Operating Season	Open year round
# of Employees	1 – full time 7 – part time
Organization Functions	**Marina Management Services** • Manage all aspects of daily marina operations, including slip assignments, finances, personnel, and maintenance. • Negotiate, secure, and administer all required licenses, occupancy agreements, service and vendor contracts. • Develop and implement various plans and procedures (i.e. hurricane preparedness, emergency response, marketing strategy, marina rules, and personnel code of conduct). **Project Manager of Marina Capital Improvements** • Facilitate upgrades by serving as Project Manager. • Negotiated with Gate Petroleum for new fueling station upgrades.
Facility Capacity	• 71 slips • 500' side-tie dockage
Facility & Area Amenities	Restroom facilities, including showers and laundry Pump-out Ship store Farmer's Market Golf Dining

MARINE PARK OF FLAGLER

The Marine Park of Flagler is 37 acres of property adjacent to the Town of Marineland Marina and the River to the Sea Preserve, a 90-acre park owned jointly by Flagler County and the Town of Marineland. This property is home to the Marineland Coastal Policy Center, a meeting/office space used by local non-profit groups and the property's owner. Scientists and other visitors often stay in one of four housing units on the property. While the green space is often used by non-profit and local groups for special events and community outreach. Some of these groups are: Gratitude America, Audubon, Sea Turtle Patrol, Scenic A1A, Bike MS, and the Marineland Right Whale Watch Program.

Contracted Since	2013
Contact	Jacoby Development, Inc. POC: Karin Appling Phone: 770-399-9930
Operating Season	Open year round
# of Employees	4
Organization Functions	**Property Management Services** • Property maintenance to include landscaping, building repairs, custodial services, appliance repairs, etc. • Maintain company vehicles, boats and equipment in good working order. • Oversee contractors and vendors. • Facilitate upgrades by serving as Project Manager. • Oversee responsible use of property by outside organizations. • Facilitate development meetings for property owners. • Develop and implement emergency plans and procedures • Provide monthly statements of repairs, expenses and staff hours to property owners
Facility Capacity	1 - 4,320 sq/ft meeting space 4 - 1,500 sq/ft housing units
Facility & Area Amenities	• Within walking distance: - Marineland Dolphin Adventure - Town of Marineland Marina - Ripple Effect Ecotours - Quiet beach - Matanzas Inlet

SECTION 4

PROFESSIONAL BACKGROUND

Mobius is led by a team of dedicated professionals. Our experienced staff is here to serve and ensure your confidence with the sole purpose of taking your marina to the next level of profitability and standards of excellence in the boating community.

The following team members will be directly responsible for overseeing operations of the Fernandina Harbor Marina.

CHRIS KELLEY

Founder and President
Mobius Marine, Inc.

Chris Kelley's creative and entrepreneurial spirit has proven effective in the various disciplines that all apply to the dynamics of marina management. Mobius Marine, Inc. morphed out of his successful construction company, Kelley Fine Woodworking, and his outfitter, Ripple Effect Ecotours. His construction management skills were honed with organization and exactness. By working as a captain and guide for his successful water tour business, which is based on a working waterfront, Mr. Kelley continued to foster his understanding of marina dynamics. His knowledge of working waterfronts extends beyond just marina operating areas, as his management of the Marine Park of Flagler has given him great depth and breadth of knowledge in the areas of permitting, easements, and the workings of a coastal municipality. Here are some of the Mr. Kelley's responsibilities and work experience:

-USCG Licensed Captain- 2012 to present
-Florida Master Naturalist Instructor – IFAS - University of Florida - 2010 to present

Marine Park of Flagler/JDI Marineland - Property Manager - 2013 to present

- Responsibilities include all that comes with managing the vast majority of the developable private property in the Town of Marineland such as:
- Oversight of the privately-owned utility with a wastewater treatment plant and potable water system for the whole town.
- Management of the Marineland Coastal Policy Center, providing support and scheduling for the numerous 501c3 organizations that utilize space.

Ripple Effect Ecotours – Founder and President – 2007 to present

Mr. Kelley grew his company from a 1-person operation to a fully functioning environmental education company while fostering partnerships with the following 501c3 non-profit organizations:

- Friends of Washington Oaks State Park
- Friends of Faver-Dykes State Park
- Friends of the GTM Research Reserve
- Florida Master Naturalist Program
- University of Florida Whitney Laboratory for Marine Bioscience
- Marineland Dolphin Conservation Center

The integration of Ripple Effect into the environmental community expanded Mr. Kelley's understanding for the importance of the incredible natural resources in Northeast Florida. This was the foundation for his unique and comprehensive approach to limiting and mitigating the impacts on our waterways and providing a sustainable and resilient future for clean marina operations. He understands the value of recreation for future generations.

Palm Coast Marina – Marina Manager/Mobius Marine – 2017 to present

For the past 3 years Mr. Kelley has been responsible for the entirety of operations of the Palm Coast Marina. He has negotiated the contracts and managed replacement of the new fueling dispensers. He continues to find ways to work with the city and the property owner to make cost effective repairs to this 40-year old facility to keep it functioning as an amenity and the only fuel dock in the City of Palm Coast and Flagler County. Most notably, under his leadership the Palm Coast Marina has seen a 30% increase in the net revenues over the past 3 years.

Town of Marineland Marina – Marina Manager/Mobius Marine – 2010 to present

Mr. Kelley's involvement in this marina restoration project started in 2010 and he was involved in most aspects of the marina design and construction, and organized the ribbon cutting of 24-slips for phase 1 in 2011. As the marina manager, Mr. Kelley knew he was taking a great risk with such a small and remote marina facility. Where others would see constant roadblocks and hurdles, Mr. Kelley saw an opportunity to continue to expand this marina facility into a gateway for the Town of Marineland and a model for a clean, sustainable, and resilient marina. In 2013, he started writing grants and was able to raise the funds to more than double the size of the existing

marina to accommodate up to 55 vessels, dredge the basin to provide proper controlling depths, and construct the new marina facilities to accommodate the new and higher demand. He was not only the grant writer but also the construction manager and handled every last detail of this project. But he did not stop there. As of today, Mr. Kelley has applied for well over $2.5 million in grants and has been awarded $1.5 million, with another $600,000 in the pipeline. His dedication to this project is unmatched in terms of what it takes to accomplish such goals in a small-town setting with very limited resources. He was ultimately responsible for organizing and managing all aspects of phase II and III of the redevelopment project.

Marineland Stakeholders Group – Chairman- 2011 to 2019

As chair, responsibilities included scheduling, calling, and managing the meetings of the various stakeholders to address local issues and opportunities for collaboration and participation. Items discussed ranged from current events to complex utility issues. These meetings were typically attended by:

- Flagler County Administrator, Tourism Office, Land Manager, and district Commissioner
- Director of the UF Whitney Laboratory for Marine Bioscience
- Director of the Guana Tolomato Matanzas National Estuarine Research Reserve
- Manager Marineland Dolphin Conservation Center
- Other civic leaders and property owners

Serving many roles at Marineland, Mr. Kelley attended all the Town Commission meetings to include workshops, budget meetings, and special meetings for the past ten years. He provided assistance for FEMA claims for the Town of Marineland after Hurricane Matthew and participated in writing a Department of Economic Opportunity Grant for a Wastewater Treatment study. He also procured grant funds and coordinated derelict vessel removal for the Town. Only on a few occasions in the past 10 years was Mr. Kelley not in attendance to the monthly commission meetings as he was on summer vacation with his family. This experience, as well as many others shared by Mr. Kelley and his colleagues, has prepared Mobius Marine for future successes in municipal marina management.

Mr. Kelley brings a synergistic approach and a passion for the man-made and natural environments combined to form a unique model for the future of marina operations for the communities that they serve. When not in the office you will find him on the water with his wife of 24 years and their daughter out fishing or cruising up and down the east coast of Florida, the Keys, and the Bahamas, and spreading the word about the wonderful gateway marina facilities here in Northeast Florida.

BRAD MILLER

Intended Marina Manager

Mr. Miller is a Florida native, born and raised in Jacksonville. He obtained a degree in Recreation Management from Appalachian State University in Boone, NC, then later moved to the Puget Sound region of Washington State. There, he worked with Morale, Welfare and Recreation (MWR) on Naval Subase Bangor. For the next twenty-five years, Mr. Miller worked with just a few other companies, all in the recreation industry. His employment accomplishments include:

- 8 years with Olympic Outdoor Center, Poulsbo, WA, serving as the Programs Director and Marketing Director.
- 7 years as owner/operator of Coastal Outdoor Center in St. Augustine, FL.
- 10 plus years with the Port of Poulsbo, Poulsbo, WA, serving in the maintenance department, then as Executive Director.

During the course of his career, Mr. Miller has sharpened his management skills through the responsible execution of staff management, fiscal planning, policy and procedure development, and capital improvement coordination. Other highlights include:

- developing and implementing various recreational programs.
- successfully managing recreation-based retail operations.
- organizing and executing annual charitable events.
- developing and implementing preventative maintenance programs for recreational facilities.

What makes Mr. Miller uniquely qualified for managing the Fernandina Harbor Marina is the experience he gained while serving as Executive Director for the Port of Poulsbo. The Port of Poulsbo is what is referred to as a special purpose district. In 1911, after citizens lobbied for the right to control access to the waterfront, the Washington State Legislature passed the Port District Act, allowing the people to form a "Port" district and elect commissioners to govern it. Port districts collect tax money from the citizens that live within its boundaries and use it for the economic development of the community through business development and job creation. Most Port districts own various assets that enable them to achieve this mission (i.e. marinas, airports, seaports, commercial buildings, etc.).

The Poulsbo port district is a relatively small, rural district serving the town of Poulsbo, population 11,000. The Port's primary asset is the Poulsbo Marina, located on the town's waterfront, much like the FHM. With over 250 permanent moorage slips for vessels up to sixty feet in length, and 130 guest moorage (transient) slips for vessels up to one hundred feet, the Poulsbo Marina is considered one of the largest, public-owned recreational marinas in the Puget Sound region. Marina amenities include shore power, potable water, multiple vessel pump-out stations (including mobile pump-out carts), dinghy docks, fuel dock, restroom and shower facility, laundry facility, loading dock, tidal inspection grid, multipurpose room, boat ramp, and seaplane base. During the peak season, the Port employs eight full-time staff and several seasonal, part-time staff.

As Executive Director, it was Mr. Miller's responsibility to manage the day-to-day operations of the port district, with emphasis on marina operations. This task was accomplished by the following:

- Planning, prioritizing and managing facility maintenance and capital improvement projects.
- Procuring grant funding for use on capital improvement projects.
- Assisting the Port Accountant with budget development.
- Assisting the Port Commission with the development of the Port's six-year comprehensive plan.
- Hiring, training, supervising and evaluated Port personnel.
- Leading the Port's collective bargaining team.
- Overseeing the Port's compliance with all Federal, State and local regulations.
- Enforcing the Port's regulations and policies.
- Developing the Port's Accident Prevention Program and the Emergency Response Plan.
- Disposing of derelict vessels.
- Coordinating multiple Port boundary expansion efforts.

Mr. Miller's time at the Port of Poulsbo has prepared him for the delicate nature of public sector work. With that comes an understanding of the importance of working for community and including the input of the stakeholders (i.e. business owners, civic organizations, general public, etc.) in decision making. Decades of management experience have provided him with a strong working knowledge of what it takes to efficiently operate a large public recreational facility while providing the best possible service to its customers.

TERI WEBLEY

Office Manager / Executive Administrator / Grant Writer

Teri grew up on the Southern California coast where she attended college, married and started her family. She moved to Flagler County, FL in 2001. Soon after she went to work for a local non-profit where she served a Board of Directors and over 2000 members for 10 years. Teri brings 14 years of administrative experience in office management to our team. Some of her areas of expertise include: human resources, grant writing, fundraising, event coordination, finance, membership retention, document retention, and maintaining local, state, and federal licenses.

Teri and her administrative team, will assist your facility with your office operations and management, HR and payroll needs, financial forecasting, budgeting, and reporting. Teri is also an integral member of our grant writing team.

SECTION 5

TECHNICAL CAPABILITIES

The following information is in response to the City's scope of work, as outlined in RFP #2020-02. It reflects the knowledge and experience that Mobius brings to the table, and speaks to the high level of management capabilities that we are known for.

A / Operate, supervise, manage, and maintain the Marina daily.

With Mobius Marine, Inc. you will gain a team of marina management professionals experienced in all phases of day-to-day management of marinas. Our individualized approach to marina management will ensure that the Fernandina Harbor Marina will receive the care and attention that will not only fulfill but exceed your expectations. We strive to maintain positive relationships with all boaters, customers, vendors and contractors.

B / Hire, train and supervise marina staff. These individuals will be employees of the contractor.

Using our multiple step hiring process, the management team at Mobius will vet applicants for experience and suitability in the position for which they are interviewing.

C / Implement a dress code and provide on-site personnel with uniforms and name tags to be worn at all times while on duty.

As employees of Mobius, marina staff will adhere to a code of conduct that includes standards for appearance that specify when and how to wear uniforms.

D / Maintain experienced staff and management for marina operations.

All department managers at Mobius work closely together to identify and act upon staffing needs at our facilities. Alterations in staffing are typically dictated by work volume (i.e. seasonal demands), training, redirection, recognition, or other necessary support.

E / Solicit, negotiate, prepare, administer and manage licenses, occupancy agreements, marketing agreements and service contracts (including, without limitation, engineering, telephone, security, and exterminator services), staffing and personnel needs, and other services, which are reasonably necessary for the Marina's facilities.

The management team at Mobius includes an office support component that is well versed in licensing requirements (including fuel docks); producing, implementing, and retaining agreements and contracts; sourcing providers of services and contractors; maintaining vendor contracts and proof of insurance; human resources, and providing support for marina operations where needed.

F / Collect and manage all payments for services and related deposits.

All funds collected at the marina will be processed through a point of sale system. Reports are run daily, monthly, annually, and as needed. Daily reports are reconciled with all transactions to ensure accuracy. A management team member always verifies the accuracy of the reconciliations.

G / Administer slip assignments.

Marina Managers with Mobius are trained to manage the delicate balance of dock occupancy. They utilize goals and data resources in an effort to gain an accurate understanding of ICW traffic, thereby aiding in the maximization of available dockage space. The Marina Manager will communicate these findings to subordinate staff administering slip assignments. The Marina Manager and staff communicate changes as needed.

H / Administer evictions and remove abandoned vessels.

Mobius Marina Manager will employ best management practices when ensuring that agreements are understood and followed, that dockage fees are paid, and that the boater is adhering to marina rules and standards. Marina Managers use tested, legal procedures when facilitating an eviction or removing an abandoned vessel.

I / Account for and report on Marina financial operations. Ensure that an appropriate dockage reservation system and accounting system is in place and that it has capabilities to export results of operations in a format compatible with the City's financial management system.

Mobius uses cloud-based point of sale and back office accounting systems that have, to date, proven to be compatible with our customer's systems. In the event our system is not compatible with the City's, we will work to remedy the issue in a timely and efficient manner. We will provide any necessary training and ensure that the transition is made in a manner as to provide continuity in reporting.

J / Prepare and implement annual Health and Safety Plan and Facility Maintenance Plan.

Mobius is contracted with an emergency response provider. Once we have evaluated the needs of the facility, a plan will be provided and a copy kept on file at the marina.

The Mobius marina management team will meet with the City to discuss goals and plans for reconstruction, rehabilitation or growth of the marina. After evaluating the condition of the marina and other needs, such as dredging, an initial facility maintenance plan will be produced and implemented. This plan will be the basis for future annual plans. Mobius is familiar with Bellingham Marine's dock maintenance procedures, which will be followed, and or adapted, to meet the needs of City expectations. We respect the need for public safety and health and find that our restroom cleaning procedures are better than most public facilities.

K / Implement the Marina's hurricane plan.

Mobius is prepared to implement its proven hurricane preparedness plan. The plan includes measures that address any issues that may arise from severe weather events, in order to provide the best possible outcome for the marina and its customers. Our hurricane preparedness plan will always be available for review and evaluation, to include the possible need for adjustments.

L / Administer a customer service program for the Marina.

At Mobius excellent customer service is the backbone of our company culture. We understand the connection between satisfied boaters and marina success, and how the immediate word-of-mouth chain can make or break a marina's reputation in the cruising community. All of our employees, from management to the newest staff member, are trained to engage customers in a professional and welcoming manner. Our procedures and policies include guidelines for how to assist customers in all phases of the customer experience, from pre arrival to departure and beyond. Procedures are also in place for instances when a customer is less than satisfied with their experience, including when to escalate to a member of the management team.

M / Prepare and implement advertising, promotional activities, and marketing plans.

The management team at Mobius will design a marketing plan to ensure that your marketing dollars are spent where they will get the best and most cost-effective results. We understand your customer base, because they are our customer base, and will reach out with invitations to come enjoy all that Fernandina Beach has to offer.

N / Design, maintain and update City Marina web page to incorporate the use of a variety of popular social media links (all information shall be property of the City).

Mobius possesses years of experience in producing and maintaining a web page, as well as a social media presence for a municipal marina. We will use our knowledge to build upon past FHM successes and maintain an image that the Fernandina Beach community can be proud of.

O / Purchase, in accordance with the approved operating budget, all equipment, tools, appliances, materials, and supplies reasonably necessary or desirable for the care, maintenance and operation of the Marina.

At Mobius we understand the need to adhere to an operating budget and the accountability required when operating a marina for a municipality. Our purchasing department researches all options regularly looking for the most cost effective way to provide the necessary items for the maintenance and operation of a marina.

P / Operate a full-service marina facility in a manner to maximize occupancy and revenues for the Marina.

Our Marina Managers will follow, anticipate, and adjust to the seasonal demands on moorage availability to include the cruising season, holidays, and summer weather patterns. This information is coupled with an understanding of ICW boat traffic (i.e. northerly and southerly migration), and local needs, to set goals and establish expectations for dockage occupancy.

Q / Provide a wide array of services and improve the level and variety of services available for the benefit and enjoyment of the Marina occupants and the boating community.

Mobius will design and implement a plan for the expansion, addition, and reassessment of the services offered at the Fernandina Harbor Marina. Emphasis is placed on customer satisfaction and retention, maximization of rentable space within the marina, and supporting the growth of the marina and surrounding community. Mobius successfully partnered with the local community to offer educational opportunities for boaters, utilizing Clean Marina and UF Coastal Master Naturalist literature. Boaters are drawn into the natural beauty that surrounds our marinas. We have also provided assistance and oversight for a weekly farmer's market, as well as entertained boat clubs and boat shows. The above aforementioned are in addition to the daily services that tend to the boaters needs, from the most basic, to the little extras that result in repeat business.

R / Protect the City's capital investment in the Marina facilities through the exercise of high standards of management, operation, and maintenance.

Mobius has developed an effective and proactive schedule of maintenance and repair that is designed to maximize the life of marina fixtures, buildings, docks, slips, and all related property, tools, and equipment. Whether the marina is brand-new, has some history, or is somewhere in between, we take pride in maintaining it in the best condition possible.

S / Act as the sole and exclusive managing agent of the City to manage, operate and maintain the Marina facilities. Establish and adjust fees, prices, rates and rate schedules for use of the Marina facilities and all licenses, agreements or contracts and any other commitments for the Marina's facilities.

At Mobius our office support team works closely with our marina operations team to ensure that all licenses, certifications, agreements, and contracts are current. Regular feasibility studies and price comparisons are conducted to ensure that prices, fees, rates, and schedules align with industry norms.

T / Establish and adjust fees, prices, rates and rate schedules for use of the Marina facilities and all licenses, agreements or contracts and any other commitments for the Marina's facilities.

Mobius regularly conducts market research to ensure that rates and fees fall within industry margins. Likewise, all licenses, agreements and contracts are scrutinized by our legal representation prior to implementation.

U / Use diligent efforts to cause all users of the Marina's facilities to adhere to posted Marina rules; strictly enforce such rules; and, comply with such rules.

Mobius marina managers and staff are vigilant and proactive in their approach to maintaining the order necessary in the marina setting. Everyone strives to ensure that all marina guests have an enjoyable experience, which is in part accomplished by providing a safe and secure environment. A component of their daily duties is to maintain a presence around the marina, interacting with the boaters and visually inspecting the facility. All rules are posted in conspicuous locations and verbally reiterated whenever necessary.

V / Ensure that the conditions specified in the grants used to fund the Marina's construction are adhered to without exception.

At Mobius we are well versed in grant management, reporting, documentation, and adherence. We have procured grants at the federal, state, and local levels. We possess first-hand knowledge of the importance of maintaining compliance throughout the life of a grant.

W / Work in cooperation with City staff to ensure the Marina's smooth operations.

The individualized approach to marina management that Mobius incorporates includes a desire and ability to work with the marina owner to develop and implement a management plan that achieves the marina owner's vision.

X / Work specifically with the City Finance Department, as required, to develop and manage financial operations and financial reporting.

The Mobius finance team will work closely with your finance department to develop and implement financial systems, procedures, and reports that align with your needs. We understand that, as a municipality, you have requirements regarding reporting, documentation, and document retention, and will work with you to ensure that these needs are met.

Y / Implement the Marina's approved budget.

At Mobius we know that the budget is an essential tool for effective and responsible operations of the marina. We use careful planning and scheduling in addition to monitoring where and how the budgeted funds are being used throughout the budget cycle.

Z / Schedule, coordinate, facilitate, attend and serve as City representative for all meetings of the City's Marina Advisory Board.

Communication with marina owners and community stakeholders is an important part of how Mobius approaches marina management. Having experience managing a municipal marina, we regularly provide representation at board meetings where we contribute supportive information to the board for the needs of the municipality, marina, and surrounding community.

SECTION 6

FINANCIAL & FEE PROPOSAL

The following table represents projected revenues and expenses for the marina when it becomes fully functional. Though it is understood that the facility is not yet 100% functional. These projections are based on similar Mobius business activity and actual historical financial data for the FHM. We feel that it is an accurate demonstration of FHM potential within the first two years. Provided that the facility remains fully functional in the future, we feel that the marina's potential can be much greater.

MOBIUS MARINE, INC. PROJECTED BUDGET

INCOME		
Dockage & Rent		**$ 865,426**
Slip rentals - Permanent	$ 171,864	
Slip rentals - Transient	$ 547,500	
Slip rentals - Transient Non-Taxable	$ -	
Slip rentals - Commercial	$ 4,284	
Business Rentals	$ 25,000	
Mooring Field Taxable	$ 40,150	
Mooring Field Non-Taxable	$ -	
Electricity	$ 65,128	
Dinghy Dock	$ 9,000	
Amenities Access	$ 2,500	
Fuel, Oil & Additives		**$ 1,426,125**
Diesel	$ 1,200,000	
Gas	$ 238,500	
Oil/Additives	$ -	
Diesel Non-Taxable	$ 19,500	
Discounts	$ -	
Discounts Diesel	$ (29,300)	
Discounts Gas	$ (2,575)	
Discounts N/T DSL	$ -	
Other Revenue		**$ 42,605**
Merchandise for Resale	$ -	
Services Non-Taxable	$ -	
Services Taxable	$ -	
Interest	$ -	
Loss	$ -	
Rents	$ -	
Non Taxable Rents	$ 12,357	
Insurance Proceeds	$ -	
Other Revenues	$ 30,248	
Gain on Sale of Assets	$ -	
Loan Proceeds	$ -	
TOTAL OPERATIONAL REVENUES		**$ 2,334,156**

EXPENSES		
Employee		$ 344,638
Salaries & Payroll	$ 271,160	
Payroll Taxes	$ 22,592	
Employee Benefit Programs	$ 7,386	
Employee Health Insurance	$ 37,500	
Training/Travel	$ 6,000	

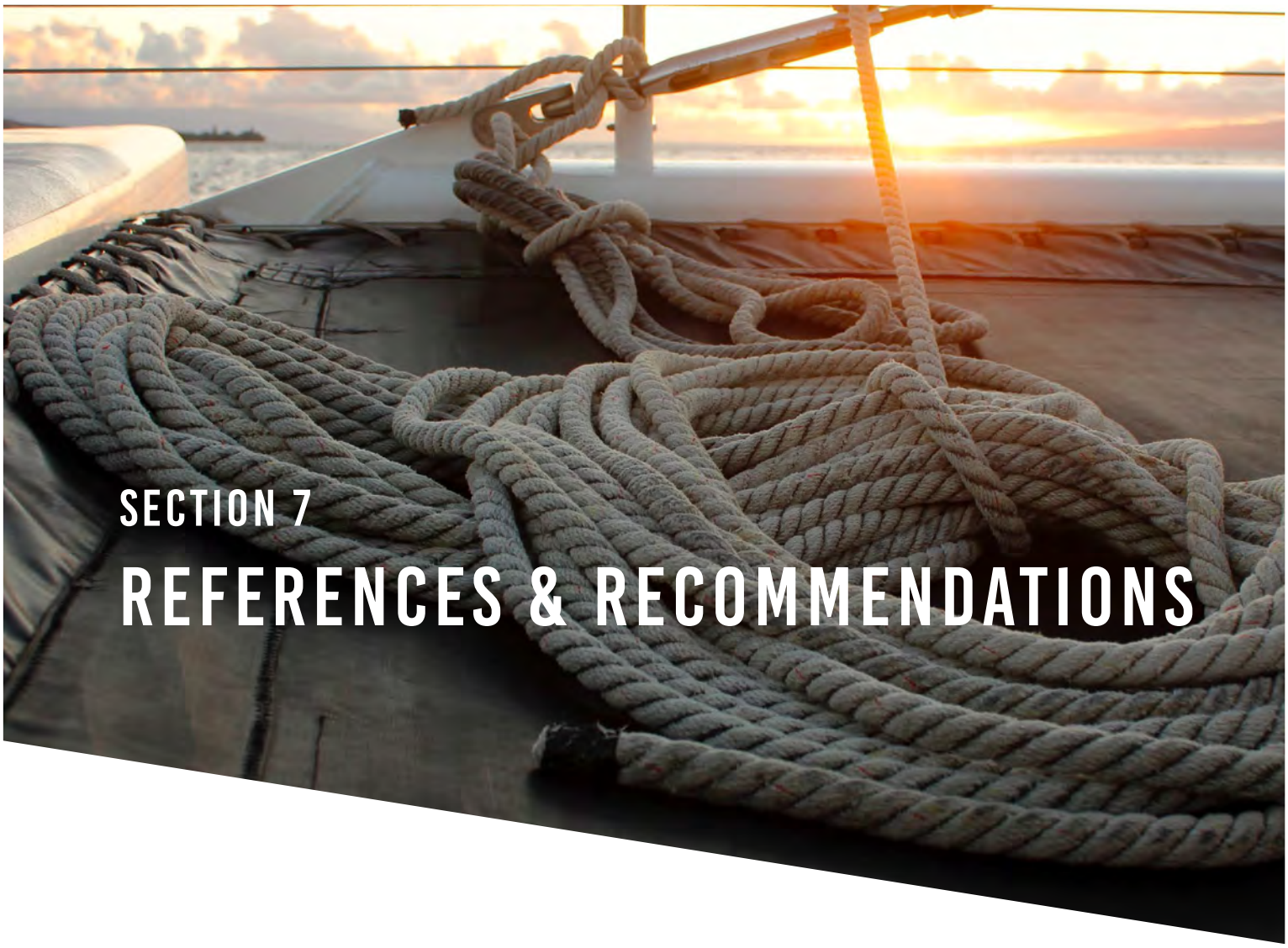
Services		**$ 37,800**
Consultants/Professional Services	$ 20,000	
Audit	$ 6,800	
Accounting	$ 1,000	
Legal	$ 10,000	
Repairs & Maintenance		**$ 26,800**
R/M Buildings	$ 12,000	
R/M Equipment	$ 4,900	
Mooring Field Repairs	$ 9,500	
Gas/oil	$ 400	
Fixed Costs		**$ 160,150**
Communications	$ 4,500	
Communications - cell	$ 950	
Communications - internet	$ 5,700	
Utilities - electric	$ 54,000	
Utilities - water & sewer	$ 25,000	
Insurance - City	$ 70,000	
Other Expenses		**$ 1,325,147**
Credit Card Fees	$ 68,747	
Management Fee - Fixed	$ 70,000	
Printing	$ 1,750	
Promotional	$ 9,000	
Misc expense	$ -	
Office supplies	$ 2,200	
Operating supplies	$ 55,000	
Uniforms	$ 1,750	
Household/Instit, Janitorial supplies	$ 3,300	
Books/Subs/Dues	$ 1,000	
Fuel for resale	$ 1,112,400	
TOTAL OPERATIONAL EXPENSES		**$ 1,894,535**

OPERATING NET		**$ 439,621**
Management Fee - Variable (10% of Operating Net)		$ 43,962
BALANCE		**$ 395,659**

FEE PROPOSAL

For the work necessary to fulfill the requirements outlined in the scope of work, Mobius proposes a multi-tier management fee. Part 1 is a base rate of $70,000 per year. Part 2 is a variable fee based on 10% of the annual operating net.

As one can see, even after management fees have been paid, there is a projected balance of nearly $400,000 for the City to use as they see fit.



SECTION 7

REFERENCES & RECOMMENDATIONS

FLORIDA INLAND NAVIGATION DISTRICT

April 24, 2020

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

Dear Mr. Martin:

Please accept this letter of reference for Mr. Chris Kelley, President, Mobius Marine, Inc. (Mobius). The Florida Inland Navigation District (FIND) has worked with Mr. Kelley for over 7 years through FIND's Waterway Assistance Program, providing grants for multiple phases of the successful Town of Marineland Marina Restoration.

Mobius' exceptional ability to research, attain, and administer numerous grants from multiple agencies has been beneficial to the District's goals to improve and increase public waterway access along the Intracoastal Waterway (IWW). Mobius has exhibited superior performance in all facets of the redevelopment of the Town of Marineland Marina, including project response time, project outline, and project goals. The Marineland Marina project was successfully completed within budget and on schedule. This was a particularly unique accomplishment as Hurricanes Matthew and Irma both impacted the Town of Marineland during this project.

The District is also participating in funding for the next phase of this project. Mobius has successfully combined 4 different grants from 4 different agencies totaling in excess of $1.2 million for this project, with minimal funding required by the Town of Marineland. Mr. Kelley and other members of the Mobius team have attended many of the District's Public Outreach Events over the last 7 years and have presented to the District board on at least 5 occasions. Mobius is well-respected in the marina management/construction industry and is valued for integrating working waterfronts into the community while showcasing transient dockage opportunities along the IWW. The District is pleased to have maintained a long and successful working relationship with Mobius Marine.

Please contact me if you have any questions or need additional information.
Thank you.
Sincerely,

Mark Crosley
Executive Director

COMMISSIONERS

DON DONALDSON
CHAIR
ST. LUCIE COUNTY

J. CARL BLOW
VICE-CHAIR
ST. JOHNS COUNTY

JON NETTS
TREASURER
FLAGLER COUNTY

FRANK GERNERT
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LYNN A. WILLIAMS
NASSAU COUNTY

VACANT
INDIAN RIVER COUNTY

MARK T. CROSLEY
EXECUTIVE DIRECTOR

JANET ZIMMERMAN
ASSISTANT EXECUTIVE DIRECTOR

ADMINISTRATIVE OFFICE ON THE INTRACOASTAL WATERWAY IN PALM BEACH COUNTY
1314 MARCINSKI ROAD, JUPITER, FLORIDA 33477-9427 TELEPHONE 561-627-3386 FAX No. 561-624-6480
www.aicw.org

THE TOWN OF
MARINELAND
FLORIDA
ESTABLISHED 1940
FLORIDA'S FIRST REMARKABLE COASTAL PLACE

9507 N. Oceanshore Blvd.,
St. Augustine, FL 32080

Phone: (386)276-1742
commissioner2.marineland@gmail.com

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

Dear Mr. Martin,

Please accept this letter of reference on behalf Mr. Chris Kelley, the Marina Manager for the Town of Marineland Marina and owner of Mobius Marine. I have served on the Town of Marineland Commission since December 2016 and have first-hand knowledge of the efforts of Mobius Marine's involvement in this project. Mr. Kelley was given the authority by the Town Commission to be the project manager for the permitting, planning, design, grants writing and administration, and construction management for Phase 2 of this project, as the Town of Marineland has limited resources available to manage these tasks. The outcome of his efforts has provided for a sustainable and resilient asset for the Town. Mr. Kelley networked with local, county, state, and federal government agencies to make this project successful and created a gateway facility for the Town, local businesses, and stakeholders. In addition to marina construction and operations, Mr. Kelley has shown time and time again that he and his colleagues at Mobius Marine will go to great lengths to work with all levels of government to assist in creating a destination here in Northeast Florida. Thanks to the efforts of Mobius Marine, under Mr. Kelley's leadership, the Town of Marineland Marina Phase III project is mostly funded and we hope to break ground early next year.

Should you have any questions, feel free to contact me by phone at 386-276-1742 or by email at commissioner2.marineland@gmail.net

Sincerely,

Craig Lenniger
Vice Mayor
Town of Marineland, FL

Michael A. Anthony
Executive Director
GratitudeAmerica Inc.
P.O. Box 16956
Fernandina Beach, FL 32034

April 27, 2020

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

To Whom It May Concern:

I am writing this letter to show support Mr. Christopher Kelley and Mobius Marine. GratitudeAmerica, Inc. is a 501(c)(3) non-profit organization whose primary goal is to provide critical support for our past and present military service members and their families during their return to civilian life. We accomplish this goal by offering retreat programs that use restorative approaches to assist participants affected by deployment exposures such as Post Traumatic Stress and Traumatic Brain Injury.

Our first Military Support Retreat was hosted in Marineland, Florida in 2013 and was a great success in large part because of the efforts of Mr. Kelley. Since then Mr. Kelley has provided direct logistical support in the form of on water programming and support facilities, including free use of the Coastal Policy Center for over 15 Military Support Retreats. His leadership and community involvement have touched the lives of over 200 combat veterans and their spouses.

For the last 7 years GratitudeAmerica has hosted their annual 5K race fundraiser at the Coastal Policy Center and Marineland Marina. Mr. Kelley and his team have volunteered their time and facilities every year and because of that support, we raised over $35,000 for our veteran retreats.

The World Health Organization claims that there is “no health without mental health” and there is currently a mental health crisis among our returning combat veterans. The US Department of Veterans Affairs and the National Center for PTSD estimates that 11–20% of military personnel involved in Operations Iraqi Freedom (OIF) and Enduring Freedom (OEF) have been diagnosed with PTSD. Our veteran retreat participants have greatly benefitted from eco-tours from the Marineland Marina and lessons at the Coastal Policy Center.

As a Fernandina Beach based charity who has been touched by Mr. Kelley and Mobius Marine we thought you would appreciate hearing of their philanthropy and great work supporting veterans.

Respectfully,

Michael A. Anthony
Executive Director

County Attorney
1769 E. Moody Blvd Bldg 2
Bunnell, FL 32110

FLAGLER COUNTY
FLORIDA

www.flaglercounty.org
Phone: (386) 313-4005
Fax: (386) 313-4105

April 27, 2020

City of Fernandina Beach
c/o Purchasing Department
RFP #2020 - 20
Fernandina Beach, FL 32034

Re: Mobius Marine Submittal

Dear Ladies and Gentlemen:

Mobius Marine requested a reference letter in connection with its proposal to operate/manage the marina in your city. I am preparing this in my capacity as County Attorney based on our governmental dealings with Mobius Marine in its operations at the Marineland Marina.

I have been acquainted with this company since approximately 2010 when it implemented a Tourism Development Grant awarded by the County to the Town of Marineland to develop the marina. The prior owners of the marina had closed it when it had deteriorated to the point that it was unsafe for the public and boaters. The owners at that time had commenced a partial reconstruction but the effort was not completed. Later the marina came into the hands of the Town of Marineland due to a development order in favor of Centex Destination Properties. The developer transferred the marina to the Town as part of a work out of the development order.

The Town applied for funds to develop the marina, obtaining a $150,000 grant from the County Commission. Simultaneously the Town secured an approximate $200,000 grant from FIND. The Town selected Mobius Marine to oversee the rebuilding and operating of the marina to serve boaters on the Intracoastal Waterway. The funding initiated an effort overseen completely by Mobius Marine. The marina commenced service as promised in the grant agreements. It was literally a night and day transformation, from being shuttered to operating with a vibrant public presence.

Additionally, with its popularity, the Town supported Mobius Marine expanding the marina through in a Phase II. On behalf of the Town, Mobius Marine sought and received $150,000 from the Commission. Mobius Marine procured another $300,000 from FIND and a Florida Boating Improvement Program Grant ("FBIP") for $310,000. With that project phase constructed and operational, Mobius Marine submitted for Phase III funding. The County Commission, in full support of the undertakings at the marina, awarded another $150,000. FIND followed suit with another $170,000, I believe, and the FBIP program awarded $300,000.

Charles Ericksen, Jr.	Greg Hansen	David Sullivan	Joe Mullins	Donald O'Brien, Jr.
District 1	District 2	District 3	District 4	District 5

Mobius Marine remains the manager and operator of the marina and the County has had no problems, only praise, for the performance of this company.

In my over 40 years of experience in governmental law, I have run into vendors that have talent but are undercapitalized and unfortunately fail despite their best intentions. I have run into vendors that are adequately financed but the vendor's operational people make the relationship unworkable or non-productive. However, Mobius Marine hits the trifecta – operational competence, consistent financial capability, and provides a value added service to users and the general public.

Mobius Marine is a partner with the County in the 90-acre River to Sea Preserve. It has been instrumental in assuring the property functions as we expect for our citizens and visitors. The marina is a focal point and a pleasant destination for those hiking, biking, fishing, camping, visiting the beach, or swimming with the dolphins. The appearance of the marina is always neat and clean. Bathrooms and laundry facilities are well kept. The marina staff always have a professional appearance. I am aware, too, that the marina enjoys a highly respected ranking under Active Captain.

Mobius Marine also exhibited great skills in screening and recommending to the Town the contractors for the marina work. Mobius Marine handled the state and local permitting extremely well. We also have heard no complaints from customers concerning its operating standards.

From the public face of Mobius Marine, it has done a great job with social media in promoting the marina and its role with the other public resources at the River to Sea Preserve. It is accountable, as well, in handling what are essentially public budgets. Most recently, I know Mobius Marine successfully pursued post-disaster FEMA funding for the Town. As well, Mobius Marine has been active with other governmental partners at the State level and that has benefitted the County.

I do not think you could find a better vendor for your historic marina. Marineland likewise is an historic marina, just not operated commercially or militarily from its inception. It served the World's First Oceanarium, Marineland, for decades. We care very much about our history in Flagler, as I know you do about your unique history. Mobius Marine has honored the history of Marineland and I believe it will serve you well on all of the fronts that are important for a public marina.

If you have any questions at all, please do not hesitate to contact me. Thank you.

Sincerely,

Albert J. Hadeed
County Attorney

Frank J. Chmelik
ATTORNEY
e] fchmelik@chmelik.com

May 1, 2018

RE: **Letter of Recommendation for Brad Miller**

To whom it may concern:

It is my pleasure to provide an unqualified letter of recommendation for Brad Miller.

I have represented public port districts throughout the State of Washington for over thirty years. I also serve as the general counsel for the Washington Public Ports Association. Over the years, I have worked with many port staff and port executive directors. The Port of Poulsbo has been a client of our firm for a number of years where Brad Miller was the executive director.

From my perspective, Brad Miller was an excellent executive director. He understood his job and the role of the Port of Poulsbo in the community. It was obvious that the Port was well managed. In legal matters, he was always organized and had a clear grasp of the legal issues. I also observed Brad Miller at various WPPA events where he always participated and brought thoughtful comments to the discussions.

In summary, it was my impression that Brad Miller was a thoughtful and efficient manager. I recommend him without hesitation and would be happy to talk with anyone about Brad Miller.

Sincerely,

CHMELIK SITKIN & DAVIS, P.S.

Frank J. Chmelik

FJC/kbb
F:\CSD Office\Brad Miller Recommendation\Miller recommendation 05012018.docx

18431 Fjord Drive NE
P.O. Box 394
Poulsbo, WA 98370
360-930-8654

May 7, 2018

To Whom It May Concern:

I am writing on behalf of Brad Miller, who has served these last five years as Executive Director of the Port of Poulsbo, in Poulsbo, Washington. I was appointed to the position of Port Commissioner in 2012, and then elected to a six year term in 2014. Before moving to Poulsbo, I served on Active Duty for twenty-four years as a commissioned officer in the U.S. Coast Guard; and as senior counsel in a consumer litigation law firm I founded in Arlington, Virginia.

While working for the Port, Brad participated in and managed a broad range of activities on behalf of our $5 million Port District and Waterfront Marina with almost 400 guest and permanent moorage slips. These have included the following:

- managed multiple, large capital improvement projects at the Marina
- applied for and managed several capital improvement grants
- for a period exceeding one year, represented the Port in collective bargaining and unionization of the employees
- obtained a Washington Clean Marina designation for the Marina
- developed and implemented the first marketing strategy program, resulting in a significant increase in guest moorage patronage
- managed two campaigns for annexation of property into the Port District
- in concert with the City of Poulsbo, managed and superintended the Port's abandoned and derelict vessel program, resulting in removals of derelict vessels at risk for contamination of the Marina and Liberty Bay
- investigated, reviewed, and formalized numerous Port policy statements, including policies on implementation of Washington law regarding the Public Records Act and the Open Public Meetings Act
- investigated and secured offer of transfer of surplus floating dockage, valued at over $4 million, from Elliot Bay Marina, to the Port of Poulsbo for its major capital improvement program
- instrumental in organizing and superintending a major off-season Winter Boating Rendezvous event for four years, resulting in increased boating tourism for Poulsbo in February each year
- promoted and monitored, over a five year period, weekly (seasonal) Port visits by cruise ships owned by American Cruise Lines
- created and implemented the Port's first Accident Prevention and Emergency Response programs
- represented the Port in negotiations with Poulsbo Fire District in leasing a boathouse to the Fire District, to facilitate the Fire District's decision to locate its new fire boat at the Marina
- surveyed moorage rates for Puget Sound recreational marinas, to determine appropriate moorage rates for the Poulsbo Marina
- arranged float plane "splash-in" events for first two years at Poulsbo Marina, to promote Port's FAA-approved seaplane base on Liberty Bay
- managed annual Seattle Boat Show participation by Port of Poulsbo for promotion of the Port as a destination marina
- scheduled and supervised maintenance work force at Poulsbo Marina
- along with Port Auditor, prepared budget estimates for Port operations.

I have worked closely with Brad on many of these efforts over these last five years, and have concluded that he is a highly competent, diligent, moral, and efficient professional whose absence at our Port will be greatly missed for quite sometime. I highly recommend Brad Miller for employment.

I am available to discuss this recommendation by telephone and/or in person at your convenience. Sincerely, I am

/s/

Stephen L. Swann
Port Commissioner
Port of Poulsbo
(Commander (Ret.), U.S. Coast Guard)

SECTION 8

EXHIBITS & ADDENDUMS

EXHIBIT A /	CONTACT SHEET	35
EXHIBIT B /	PUBLIC ENTITY CRIMES	36
EXHIBIT C /	DRUG-FREE WORKPLACE CERTIFICATION	38
EXHIBIT D /	E-VERIFY STATEMENT	39
EXHIBIT E /	PROPOSER ACKNOWLEDGEMENTS AND AGREEMENTS	40
EXHIBIT F /	CONFLICT OF INTEREST	41
EXHIBIT G /	NON-COLLUSION AFFIDAVIT	42
EXHIBIT H /	DISPUTE DISCLOSURE	43
ADDENDUMS /	1-5	44-53

CITY OF FERNANDINA BEACH
REQUEST FOR PROPOSAL 2020-02
MANAGING AND/OR LEASING MARINA FACILITIES

EXHIBIT "A"
CONTACT SHEET

Name: Mobius Marine, Inc.

Federal Taxpayer ID: 45-1827185

Mailing Address: 101 Tolstoy Ln

City, State, & Zip Code: St Augustine, FL 32080

Telephone: 904-315-9892 **Fax:** _____

Email: chris@mobiusmarine.com

Submitted By: Christopher Kelley

Title: President

FIRM Accepts Credit Cards*: **Yes** **No**

Accounting Contact:

Name: Teri Webley **Title:** Office Manager

Email Address: teri@mobiusmarine.com **Phone:** 904-803-3969

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

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH
REQUEST FOR PROPOSAL 2020-02
MANAGING AND/OR LEASING MARINA FACILITIES

EXHIBIT "B"

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

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

1. This sworn statement is submitted with Bid, Proposal or Contract for bid project 2020-02 .

2. This sworn statement is submitted by (entity) Mobius Marine, Inc. whose business address is 101 Tolstoy Ln, St Augustine, FL 32080 and (if applicable) Federal Employer Identification Number (FEIN) is 45-1827185 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

3. My name is Christopher Kelley and my relationship to the entity named above is President .

4. I understand that a "public entity crime" as defined in Paragraph 287.133(a) (g). Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a) (b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:

    1. A predecessor or successor of a person convicted of a public entity crime; or

    2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The City of Fernandina Beach, Florida ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

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.)

Clayton M. Kelly 4/27/2020
Signature Date:

STATE OF FLORIDA
COUNTY OF Flagler

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 27 day of April, 2020, and is personally known to me, or has provided _____ as identification.

Notary Public
My Commission expires: _____

Teri Webley
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG052006
Expires 12/1/2020

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH
REQUEST FOR PROPOSAL 2020-02
MANAGING AND/OR LEASING MARINA FACILITIES

EXHIBIT "C"
DRUG-FREE WORKPLACE CERTIFICATION

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

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or services a copy of the statement specified in paragraph 1.

4. In the statement in paragraph 1., notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.

5. Impose a sanction on, or require fine satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

COMPANY: Mobius Marine, Inc.

CITY: St. Augustine STATE: Florida ZIP CODE: 32080

SIGNATURE: _____ PHONE: 904-315-9892

NAME (TYPED OR PRINTED): Christopher Kelley TITLE: President

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH
REQUEST FOR PROPOSAL 2020-02
MANAGING AND/OR LEASING MARINA FACILITIES

EXHIBIT "D"

CITY OF FERNANDINA BEACH, FLORIDA

E-VERIFY STATEMENT

Bid/Proposal Number: 2020-02

Project Description: Marina Management-Leasing

Fernandina Harbor Marina

I/FIRM acknowledges and agrees to the following:

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

1. All persons employed by the FIRM during the term of the Contract to perform employment duties within Florida; and

2. All persons assigned by the FIRM to perform work pursuant to the contract with the Department.

Individual/Company/Firm: Christopher Kelley / Mobius Marine, Inc.

Authorized Signature:

Title: President

Date: April 27, 2020

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH
REQUEST FOR PROPOSAL 2020-02
MANAGING AND/OR LEASING MARINA FACILITIES

EXHIBIT "E"

PROPOSER ACKNOWLEDGEMENTS AND AGREEMENTS

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

1. INTRODUCTION AND GENERAL INFORMATION
   Understands and agrees to all terms.

2. PROPOSAL INSTRUCTIONS, TERMS AND CONDITIONS
   Understands and agrees to all terms.

3. EVALUATION AND CONTRACT OVERVIEW
   Understands and agrees to all terms.

4. PROPOSER'S RESPONSE: SUBMITTAL INFORMATION
   Understands and agrees to all terms.

5. PROPOSER'S RESPONSE: PROPOSED TEAM
   Understands and agrees to all terms.

6. PROPOSER'S RESPONSE: PROPOSED COMPENSATION
   Understands and agrees to all terms.

Name: Christopher Kelley Title: President

Signature: _____ Date: April 27, 2020

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH
REQUEST FOR PROPOSAL 2020-02
MANAGING AND/OR LEASING MARINA FACILITIES

EXHIBIT "F"

CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with Bid, Proposal or Contract for bid project 2020-02

This sworn statement is submitted by (entity) Mobius Marine, Inc. whose business address is 101 Tolstoy Ln, St Augustine, FL 32080 and (if applicable) Federal Employer Identification Number (FEIN) is 45-1827135 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Christopher Kelley and my relationship to the entity named above is President.

1. The above named entity is submitting a Proposal for the City of Fernandina Beach.
2. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon his/her own knowledge.
3. The Affiant states that only one submittal for the above proposal is being submitted and that the above named entity has no financial interest in other entities submitting proposals for the same project.
4. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above proposal. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.
5. Neither the entity not 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: 4/27/2020

STATE OF FLORIDA
COUNTY OF Flagler

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 27 day of April, 2020, and is personally known to me, or has provided _____ as identification.

Notary Signature

My Commission expires: _____

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

Teri Webley
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG052006
Expires 12/1/2020

CITY OF FERNANDINA BEACH
REQUEST FOR PROPOSAL 2020-02
MANAGING AND/OR LEASING MARINA FACILITIES

EXHIBIT "G"
NON-COLLUSION AFFIDAVIT

This sworn statement is submitted with Bid, Proposal or Contract for bid project 2020-02 .

This sworn statement is submitted by (entity) Mobius Marine, Inc. whose business address is 101 Tolstoy Ln, St Augustine, FL 32080 and (if applicable) Federal Employer Identification Number (FEIN) is 45-1827185 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Christopher Kelley and my relationship to the entity named above is President .

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

Signature 4/27/2020 Date:

STATE OF FLORIDA
COUNTY OF Flagler

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 27 day of April, 2020, and is personally known to me, or has provided _____ as identification.

Notary Signature _____ My Commission expires: _____

Tari Wabley
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG052006
Expires 12/1/2020

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH
REQUEST FOR PROPOSAL 2020-02
MANAGING AND/OR LEASING MARINA FACILITIES

EXHIBIT "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_X___

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

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

Mobius Marine, Inc.	April 27, 2020
Firm	Date
Authorized Signature	Christopher Kelley / President Printed or Typed Name and Title

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 1
For
RFP 2020-02 MARINA MANAGEMENT-LEASING

1. The RFP opening will be extended until April 30, 2020 at 2:00pm.
2. The budge for this can be found at https://www.fbfl.us/417/Budget.
3. Current contract attached.

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 1
For
RFP 2020-02 MARINA MANAGEMENT-LEASING

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

ADDENDUM No. 1

The following changes are applicable to the original RFP documents and specifications of **RFP 2020-02**. This Addendum No.1 now becomes part of the original Request for Proposal and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting the proposal. Failure to do so may disqualify the submittal.

Submitters shall thoroughly familiarize themselves with the contents of this Addendum before submitting the proposal.

NAME: Christopher Kelley **TITLE:** President

ADDRESS: 101 Tolstoy Ln

CITY: St. Augustine **STATE:** FL

AUTHORIZED SIGNATURE: **DATE:** April 27, 2020

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 2
For
RFP 2020-02 MARINA MANAGEMENT-LEASING

Due to the COVID 19 restrictions, City facilities are closed to the public. Hand Delivered submittals will not be accepted. Only mailed or packaged submissions will be accepted.

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 2
For
RFP 2020-02 MARINA MANAGEMENT-LEASING

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

ADDENDUM No. 2

The following changes are applicable to the original RFP documents and specifications of **RFP 2020-02**. This Addendum No.2 now becomes part of the original Request for Proposal and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting the proposal. Failure to do so may disqualify the submittal.

Submitters shall thoroughly familiarize themselves with the contents of this Addendum before submitting the proposal.

NAME: Christopher Kelley **TITLE:** President

ADDRESS: 101 Tolstoy Ln

CITY: St. Augustine **STATE:** FL

AUTHORIZED SIGNATURE: **DATE:** April 27, 2020

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 3
For
RFP 2020-02 MARINA MANAGEMENT-LEASING

1. Will electronic submission be allowed? Not at this time.

2. Can we get a copy of the current agreement between the city and Westrec?
   The current Westrec lease is included in Addendum No. 2 on the City website.

3. Is there a P&L for the last fiscal year or past year on just the marinas performance?
   This information can be found at https://www.fbfl.us/documentcenterii.asp, Finance folder to Audit folder.

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 3
For
RFP 2020-02 MARINA MANAGEMENT-LEASING

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

ADDENDUM No. 3

The following changes are applicable to the original RFP documents and specifications of **RFP 2020-02**. This Addendum No.3 now becomes part of the original Request for Proposal and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting the proposal. Failure to do so may disqualify the submittal.

Submitters shall thoroughly familiarize themselves with the contents of this Addendum before submitting the proposal.

NAME: Christopher Kelley **TITLE:** President

ADDRESS: 101 Tolstoy Ln

CITY: St. Augustine **STATE:** FL

AUTHORIZED SIGNATURE: _____ **DATE:** April 27, 2020

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 4
For
RFP 2020-02 MARINA MANAGEMENT-LEASING

1. Would the City like to see a proposed complete operating budget for the marina as an entity, or just the revenue and our forecasted expenses to the city? Only the revenue and forecasted expenses to the City.

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 4
For
RFP 2020-02 MARINA MANAGEMENT-LEASING

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

ADDENDUM No. 4

The following changes are applicable to the original RFP documents and specifications of **RFP 2020-02**. This Addendum No.4 now becomes part of the original Request for Proposal and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting the proposal. Failure to do so may disqualify the submittal.

Submitters shall thoroughly familiarize themselves with the contents of this Addendum before submitting the proposal.

NAME: Christopher Kelley **TITLE:** President

ADDRESS: 101 Tolstoy Ln

CITY: St. Augustine **STATE:** FL

AUTHORIZED SIGNATURE: _____ **DATE:** April 27, 2020

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 5
For
RFP 2020-02 MARINA MANAGEMENT-LEASING

1. Must the separate lease for the dock house remain separate or can the marina's management and dock house component be combined? The dock house is not required to be separate and, as part of discussions with the selected contractor/vendor, subject to further discussions, if desired.

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 5
For
RFP 2020-02 MARINA MANAGEMENT-LEASING

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

ADDENDUM No. 5

The following changes are applicable to the original RFP documents and specifications of **RFP 2020-02**. This Addendum No.5 now becomes part of the original Request for Proposal and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting the proposal. Failure to do so may disqualify the submittal.

Submitters shall thoroughly familiarize themselves with the contents of this Addendum before submitting the proposal.

NAME: Christopher Kelley **TITLE:** President

ADDRESS: 101 Tolstoy Ln

CITY: St. Augustine **STATE:** FL

AUTHORIZED SIGNATURE: Christopher M. Kelley **DATE:** April 27, 2020

OASIS MARINAS

TO: City of Fernandina Beach
Attn: City Clerk's Office – RFP #2020-02
204 Ash Street
Fernandina Beach, FL 32034

FROM: Oasis Marinas, LLC
125 West Street
Annapolis, MD 21401

RFP: #2020-02
Managing and/or Leasing Marina Facilities
Fernandina Harbor Marina

DUE: April 30, 2020 by 2:00 PM

OASIS MARINAS

Fernandina Harbor Marina

Table of Contents

Cover Letter 3

Work Experience 5

Professional Backgrounds 9

Scope of Work 13

Exhibits & Addenda 28

Financial Proposal 43

Oasis Marinas, LLC

125 West Street, Suite 201
Annapolis, MD 21401

April 30, 2019

City of Fernandina Beach
Attn: City Clerk's Office – RFP #2020-02
204 Ash Street
Fernandina Beach, FL 32034

Dear Ms. Weaks,

We are thrilled to have the opportunity to submit a proposal to manage and operate the Fernandina Harbor Marina. Fernandina Beach is full of rich history and has the right combination of fabulous dining, diverse shopping, historical landmarks and annual events to attract transient boaters. Furthermore, the Fernandina Beach residents and surrounding community are ready and waiting to bring life back to the marina after its extended closure. The goals between the City and Oasis are mutually focused – we both strive for service excellence. Oasis Marinas offers resort amenities and high-touch service while maximizing operations efficiency and effectiveness. Oasis Marinas will revitalize the ecosystem and activate the waterfront for Fernandina Harbor Marina as a must-visit marina in the area with our marine industry marketing, cruisers' club loyalty program and Five Diamond service standards.

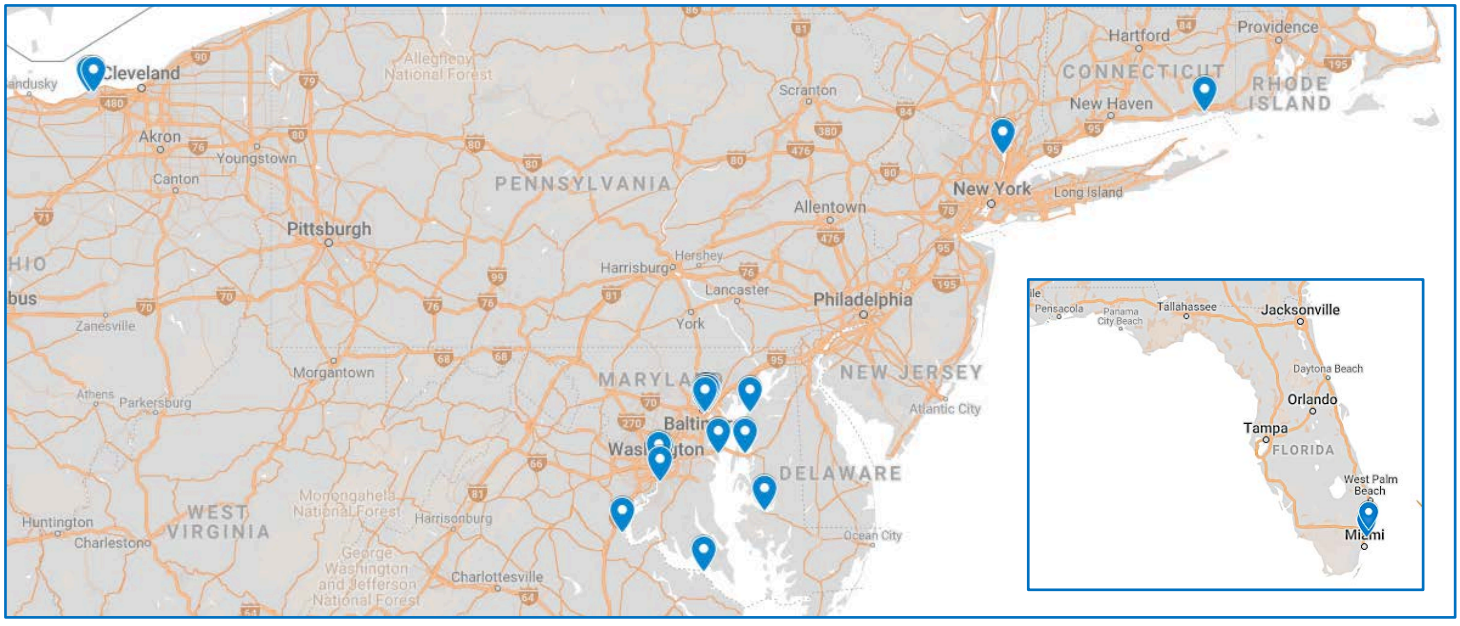
Experience

Having roots firmly planted in the hospitality industry, Oasis focuses on service and quality first and foremost. Oasis Marinas stands out for our quality of service and our attention to detail in operations. Our background is built from over a century of accomplishment and professionalism in the key areas of marina management in order to provide marina owners and customers a unique combination of service quality. By providing industry-leading service and technology, we provide a unique and high-touch customer experience with consequent revenue growth across the board.

Our History and Locations

Oasis Marinas provides boaters and property owners service satisfaction by bringing decades of experience in marina and hospitality management. Though the vision was born long ago, we developed a strategy for service excellence in marina management in 2014, and in 2015 we began operations at our first marina in Baltimore. Headquartered in Annapolis, the company now has grown to over 20 locations spread across the Mid-Atlantic and Great Lakes regions and sizes ranging from 20-600 slips.

Oasis Marinas from the Midwest to the East Coast



Areas of Service

Many of our marina properties are multifaceted to include management of and collaboration with public events, third-party vendors, public and private entities, office leases, restaurant/retail components, site maintenance teams and amenity services. We work with cities, parks departments, governmental agencies, boards, mixed-use development partners and other public entitles for project coordination, event management, program development, certifications, permits and public grants. Our marina operations vary to include resort amenities, recreational activities, special events, maintenance, brokerage, marina stores, fuel docks, transient boating, dry storage, restaurants, condominiums, campgrounds, parks, offices, cottage rentals and more.

Our Core Strengths

Fanatical Hiring Standards
High-Touch Customer Service
Amenity Programs
Targeted Development & Training
Facilities Master Plan
Facilities Life Cycle Management
Sustainability Programs
Metrics-Driven Management
Integrated Marketing Programs
Cutting-Edge Technology

High-Touch Customer Service

Metrics-Driven Management

Maximum Efficiency & Effectiveness

Our Philosophy

The backbone of Oasis Marinas is enriching the customer experience to provide effective communication for boater arrival, departure and everything in between. We see a gap in the marina industry longing for consistent brand expectations for quality operations, customer service and facility condition – Oasis exists to fill this gap. Oasis Marinas revolutionizes the marina experience by offering efficient and clean operations without sacrificing the higher levels of service your customers crave.

Ensuring the satisfaction and delight of customers is an important part of differentiating your marina. ***Oasis' management team and strategy will provide that differentiation.*** Oasis Marinas has brought together experts in marina management and hospitality management to offer world-class business management, high-touch customer service and detailed facilities maintenance services to the marina industry. Our comprehensive operations and management policies set our marinas apart and help us exceed our customers' expectations.

The Value Oasis Offers

By choosing Oasis Marinas, Fernandina Harbor Marina will benefit in the following ways:

1. **Impeccable Service Standards**
2. **Revenue Maximization**
3. **Metrics-Driven Operations**
4. **Targeted Marketing Approach**

We are confident that we can offer growth and world-class service to Fernandina Harbor Marina. Following the initial review and evaluation of our proposal we would love to meet to answer any other questions from the City and show how we have helped other marinas achieve their service and revenue goals.

Sincerely,

Dan Cowens
Founder & Chief Executive Officer

Brian Arnold
VP of Business Development

Work Experience

Highlighted Properties

Harbor East Marina in Maryland
(Voted Best on the Bay 2019)

Harbor East Marina has 184 slips with up to 800 feet of alongside dockage, and two-thirds of the marina is set aside for transient boating according to the Boating Infrastructure Grant. The marina is in the heart of Baltimore near ample restaurants and event venues and services transient, annual and seasonal guests. Oasis improved the marina by managing a $9M pier renovation, providing premium dockside service, redesigning the marina office, rebranding the marina and creating new marketing programs—all with the goal to improve NOI–our team succeeded within the first year.

Several years later, Harbor East Marina is flourishing with revenues four times greater than when we began our contract. Oasis completed the management of a $9M pier renovation June 2018 including new floating docks, upgrading the electrical systems, adding IPE decking and dredging the northwest corner of the marina.

Property features:

- High-use facility with over 180 slips and two-thirds transient business
- Annual slip contracts at 100% occupancy within 1st year of operations
- Transient business is surging
- Continued to test the market rate elasticity by increasing the rate by 40% over 3 years
- Currently maintaining popularity with a waitlist for the last 3 years
- Central boaters lounge refresh with additional amenities like coffee and donuts, arrival gifts, and live music
- Addition of a boat show and larger boats
- Ship store
- Event venue
- Work with commercial operators
- Coordinate with the City of Baltimore, Department of Natural Resources, Maryland Department of the Environment and US Department of Fish and Wildlife Service
- Coordinate and manage outside vendors
- Maryland Clean Marina certified

Tim O'Donald,
410.779.4700
todonald@harboreast.com

"Harbor East has become known throughout the region as one of Baltimore's most vibrant neighborhoods, featuring best-in-class design, contemporary amenities and renowned shops and restaurants," stated Tim O'Donald, President of Harbor East Management Group. "It is only fitting that our marina reflect the quality and modernity of the development in order to provide boaters the same elevated experience we provide on land. Today, we are proud to announce that the new Harbor East Marina is not only the premier marina destination in Baltimore, but also one of the few truly elite properties on the east coast."

National Harbor Marina

"The Oasis team is hitting home runs here!"
Christopher J. Borgal CSM, CMCA
AVP Asset Management & Operations, National Harbour

Towards the end of 2018 we had the privilege to add National Harbor Marina in National Harbor, Maryland to our portfolio. National Harbor Marina is perfectly positioned in the Upper Potomac River, on the Maryland coastline and is surrounded by an abundance of shopping, dining and activities within National Harbor's 350 acres of waterfront resort space. The Marina is a first-class facility with state-of-the-art floating docks, full length finger piers and alongside dockage up to 150ft.

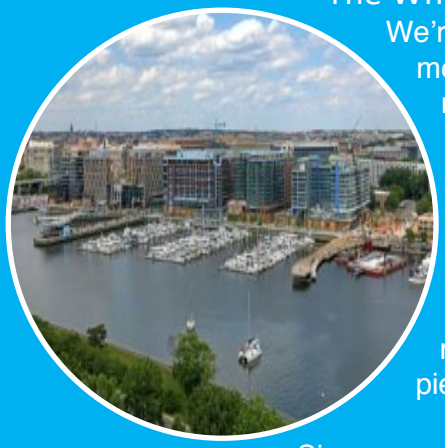
Almost immediately after starting we were able to re-commission the fuel system, which had been in and out of service for multiple years. By reviving the fuel system Oasis added an amenity and in return improved revenue and profit. The location's customer review rating went from 2 stars to 4 stars in response as well. In addition to the fuel system improvement, Oasis also worked with ownership to develop a long-term plan to dredge and maintain the marina.

Property features

- 70 floating slips
- 1800' alongside dockage
- Several commercial operators
- Private shower, restroom and laundry facility
- 125' fuel station
- Pump out
- Complimentary garage parking for slipholders
- Electrical connections for 30-amp, 50-amp and single-phase 100-amp service
- 15 blocks of mixed-use development (including MGM Casino, Gaylord Hotel and various annual events and festivals)

Chris Borgal
Peterson Companies/National Harbor
301.203.4170
cborgal@petersoncos.com

The Wharf Marina in Washington, DC



We're so excited to add The Wharf Marina in Washington, DC as a member of the Oasis Marinas family as of July 2018! This remarkable mile-long neighborhood along the Washington Channel of the Potomac River reestablishes Washington D.C., as a true waterfront city and destination. Boaters will enjoy having easy access to residences, offices, hotels, shops, restaurants, cultural uses, marinas, and public areas including waterfront parks, promenades, piers, and docks. Onsite, the Wharf boasts more than 300 slips at various locations spanning across its vast promenade, as well as moorings that can accommodate vessels up to 45', and commercial piers.

Since our start in 2018, Oasis has maintained operation through a multiphase marina redevelopment slated to be completed in 2022. The north marina houses approximately 50 transient slips, and the south marina is currently under construction with 400 slips planned. Throughout construction we work to provide our superior product with minimum disruption in service as we manage a diverse liveaboard community at the south marina. In addition to regular marina operations, Oasis Marinas coordinates with the community partners, developers, City and third-party planners on events and programming within this vast waterfront community.

Property features

- 400 floating dock boat slips
- 50 transient slips
- 8 mooring balls
- 1500 feet of alongside dockage
- Superyacht destination
- 1 mile of waterfront community
- 10 acres of parks
- 29 pubs and restaurants
- Concert venue
- Laundry, showers and restrooms
- Ship store
- Water taxi and additional commercial operators
- Paddleboard/kayak rental
- Proximity to city attractions

Jon Mcavoy
Sr. Vice President & Director of Finance
202-255-8141
jonm@hoffman-dev.com

OASIS MARINAS

Section 3

Professional Backgrounds

Project Team

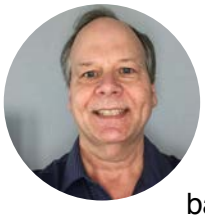
Oasis Marinas is directed by marina and hospitality management professionals, Certified Marina Managers and USCG Licensed Masters with a vision of hospitality excellence and decades of business experience. Our leadership team has deep industry knowledge including facilities management, hospitality, business development, human resources, technology, corporate finance and marketing. As boat owners, the Oasis team understands the challenges that marina owners, dockmasters and boaters face every day.

Dan Cowens – Founder & Chief Executive Officer

Dan's love for the water began when he worked for Annapolis Bay Charters in Annapolis Maryland throughout high school and has continued to grow since. Dan Cowens has over 25 years of experience in hospitality management services working with hotel companies ranging from Five Diamond hotels like Four Seasons to the largest and most consistent brands like Marriott. As a result of this hospitality experience, Dan developed the Oasis Marinas' vision: to provide high-quality marina management services in Annapolis and around the world. Dan is also a military veteran with eight years of service in the U.S. Army.

Kirk Gautreau – Chief Operating Officer

Kirk has over 20 years of business experience in the hospitality, oil and gas and financial services industries. Kirk brings a wealth of knowledge and experience to the Oasis Team. Most recently Kirk led multiple departments of a national hospitality services company, where he led transformational acquisitions growing the company to over 14,000 employees, and integrated business systems and processes for over 900 locations nationwide. Kirk's love of the water and boating started at an early age as he grew up fishing in the marshes at the mouth of the Mississippi River in Southeastern Louisiana. Today, he and his family are situated on the Chesapeake Bay where he's passing on his love of the water to his children.



Mark Gretz – Chief Financial Officer

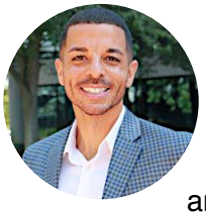
Mark Gretz has more than 30 years of experience working with startups and high growth companies in finance, accounting, operations and acquisitions. Currently, he is the CFO of Oasis Marinas. Most recently, Mark was Managing Director and Chief Financial Officer at Evergreen Advisors a Mid-Atlantic based investment banking and corporate advisory firm providing outsourced CFO services where he participated in all aspects of venture funding for early stage companies from $2M to $37M. Mark previously served as Vice President, Finance at BDMetrics, where he was responsible for all accounting, HR and finance functions. He directly participated in $27.5 million in venture funding. Mark's prior experience includes Vice President of Finance for NTT/Verio, Inc., a leading International provider of Internet solutions where Mark was responsible for all aspects of monthly financial reporting. Prior to NTT's acquisition of Verio, Mark was Vice President and CFO of the Eastern Region of Verio, a publicly traded Internet company. Additional responsibilities at Verio included financial and operational integration of acquisition candidates, budgeting, and the implementation of financial reporting software. Prior to Verio's acquisition of ClarkNet, Mark was the Chief Financial Officer of Clark Internet Services, Inc. ("ClarkNet") where he was responsible for all accounting, finance, human resource, and administrative functions of the company. Mark began his career at Nemphos, Weber & Co. CPA's where he was a partner.

Adam Zilberbaum – VP of Technology

Adam Zilberbaum brings proven experience in creating and leading companies in the mobility segment and over 15 years in various technology industries. Most recently, he was the founder and CEO of Parking Panda, which he grew to over $25M in revenue from its founding in 2011. In 2017, Adam led the acquisition of Parking Panda to its largest competitor SpotHero. His proven track record as an entrepreneurial and business minded technologist, along with his depth of experience in the aggregator space, make him an ideal leader to drive continued growth for Oasis and its affiliated companies.

Eric Bradley – VP of Operations & Project Leader

Eric Bradley has been working in the marina business for over 20 years. Over the course of his career, Eric has managed and consulted for 19 marina facilities. During his time managing marinas, Eric managed all levels of operations from maintenance and service to slip rentals and finances. Eric specializes in marina improvements, whether creating new revenue sources and more efficient operations, Eric always leaves a marina in a better state. In addition to managing marinas, Eric has also designed and managed construction and renovation projects for over a dozen marinas in the Mid-Atlantic Region, including a recent $9M marina renovation in Baltimore. When Eric is not busy managing a renovation project, he is managing fishing tournaments and boat shows. This diverse experience is one of the reasons he was elected the President of the Marine Trades Association of Maryland, where he oversaw legislative decisions, workforce developments and organized events and sponsorships. Eric is now our Vice President of Operations where he is responsible for overseeing major projects, location budgeting and onboarding marinas.



Benjamin Burns – VP of Marketing

Benjamin Burns has been working in digital marketing for over 15 years. Throughout his career, Benjamin has built performance-based marketing teams at Marriott International with a primary focus towards increasing brand awareness and increasing online hotel reservations across associated brands and driving returned value for franchise owners. Benjamin held an executive leadership role at The Bozzuto Group, an experience-focused commercial real estate company ($15 billion portfolio value, over 76,000 residences) responsible for constructing customer acquisition frameworks, marketing analytics, and marketing operations, covering over 250 websites. Also, Benjamin was responsible for creating a bespoke digital marketing framework to grow three venture-backed marketplace start-ups, LivingSocial, ParkingPanda and CircleBack, two of which have been acquired. Focusing on the customer's journey, driving brand value, constructing scalable marketing performance solutions and relying on analytics, is why Benjamin, has joined as Vice President of Marketing.

Paul Goldsholl – Human Resources Manager

Paul brings 8 years of HR experience in the fields of Talent Acquisition, Training and Leadership Development to the team. Throughout his career he has designed leadership programs for over 5,000 employees nationwide and onboarding/compliance programs for more than 15,000 associates to date. Paul also brings 5 years of operations leadership to the Oasis team from the hospitality industry with large hotel brands including Loews, Westin, and Hyatt. Paul focuses on incorporating operations feedback from all levels of leadership and operations. From this feedback, Paul continually evolves training programs to improve on items such as workflows and compliance.

Dawn Voorhees – Corporate Controller

Dawn joined Oasis Marinas in October 2017 as Corporate Controller. She is a dynamic leader with over 25 years of solid and progressive experience in accounting, finance and treasury management in the hospitality and service industries. As Corporate Controller, Dawn oversees accounting with a focus on developing a scalable accounting infrastructure that includes systems, staff development, establishing policy and internal controls to support the growth of the company. In addition, Dawn oversees our client accounting services and is responsible for developing new client on-boarding process. Previously, Dawn was the Controller and Director of Treasury for Towne Park, Ltd. where she provided leadership and direction to the Accounting Operations team and had an integral role in contributing to the growth of the company for over 14 years.

Brian Arnold – VP of Business Development

Brian has 23 years of sales, business development, customer service and operations experience. In this time, he has worked in telecommunications, real estate, hospitality management and marina business development. Brian is also a USCG licensed master, lifelong boater and loves cruising, water sports and traveling.

Jat Talton – VP of Marina Development

Jat is a second-generation General Contractor, holds a Bachelor of Science in Construction Management from East Carolina University and has over $1.5 billion in construction management experience. Jat has design and construction knowledge of both vertical and horizontal real estate development. Collectively, Jat has overseen the design and construction of over 150 marinas across North America. Jat prides himself on adding value to all projects by protecting the Owner's investment and driving projects to completion while maintaining quality, budget, schedule and customer satisfaction.

Jim Bronstien – Market Partner, Marina Business Advisors

Jim Bronstien has been a fixture in the South Florida community and Marine Industry for 30 years with an extensive background and familiarity with the entire marina landscape in all of Florida. In 2006, Jim started Marina Business Advisors/US Marina Group and is now a Managing Partner with Kevin Quirk. Previously, Jim presided over the famed company Rybovich, as both owner and president, for 20 years until selling the company in 2005. Jim is a long-time member of Palm Beach County's Tourist Development Council and chairs the finance committee in charge of all bed tax dollars, so he is well versed in tourism initiatives throughout Florida. Additionally, Jim was one of the founding members to start the Marine Industries Association of Palm Beach County and was a long-standing executive board member of the Marine Industries Association of Florida.

Kevin Quirk – Market Partner, Marina Business Advisors

Kevin Quirk has extensive knowledge in marina design, layouts and function. Based out of Ft. Lauderdale, Kevin has been a Managing Partner with Marina Business Advisors/US Marina Group since 2018. Previously, Kevin spent 10 years with full oversight of the renowned Bahia Mar marina and hotel property, including a complete transformation of that facility to a megayacht marina. Among his accomplishments, Kevin spearheaded long-term contract negotiations for the Bahia Mar to host the Ft. Lauderdale International Boat Show. Kevin also spent 12 years as Vice President of Blackstone Group's LXR Marina division with full oversight of 8 marinas throughout Florida.

Section 3

Scope of Work

The Oasis Marinas Approach

At Oasis Marinas, our approach is service excellence, attention to detail and operations efficiency. From the moment the Oasis team begins managing a new marina, our team focuses on these key areas: hospitality standards, staffing and training, maintenance needs, marketing initiatives and technology enhancements. ***For Fernandina Harbor Marina, we will focus on transient customers, revenue growth and high-touch customer service.***

Hospitality & Amenities

Oasis Marinas will always place customer satisfaction at the top of the list. Our team will transform the outlook of the marina with amenities, dockside service and a high-touch customer service approach. We understand that our team will be the first interaction with those coming to Fernandina Harbor Marina, and the first impression is key to the overall experience of the boaters while visiting Fernandina Beach.

Detailed Maintenance

Oasis Marinas is all about planning and organization. Our team will implement our Master Plan in accordance with the Scope of Work and Draft Contract to create a more efficient and profitable operation. This is done both to ensure everything is in working order for the customer as well as to eliminate any safety risks.

Staffing & Training

Oasis Marinas is fanatical about our standards for hiring and training. Only the best people are hired and trained with the goal of providing each marina exceptional service.

Marketing

Oasis Marinas will make it a priority to provide the marina guests an interactive experience to draw in more boaters. Our marketing team will use online and local direct marketing channels, backed by our major industry partners, to increase the exposure of the marina.

Technology

Oasis Marinas will manage all accounting and payments for Fernandina Harbor Marina using our marina management system. We will also improve technology with our online reservation software, backed by leading industry partners.

Scope of Work

A. Operate, supervise, manage, and maintain the Marina daily.

Oasis Marinas will operate, supervise, manage and maintain the marina daily according to the requirements in agreed terms of the draft contract.

At Oasis Marinas, we aim to provide high-touch customer service and attention to detail in our operations. Our attention to detail shows in our well-maintained equipment and facilities. Our functions at a facility like Fernandina Harbor Marina will typically include collection of revenues, staffing, general housekeeping, non-capital repairs, cleaning and sweeping of debris, trash removal, maintenance of light fixtures, maintenance of directional and informational signs, and maintenance of electrical, mechanical, and marina equipment systems, etc.

To ensure close attention to detail, our managers complete daily inspections of our properties and follow up on areas that need attention. Our expectation at our marinas is that all areas of the project are in perfect working order. To accomplish this operationally, we “inspect what we expect.” Our managers conduct daily walkthroughs of the operation. For legally compliant operations and maintenance items, our managers conduct their inspections and record their data in a site-specific tracking mechanism on our centralized repository. This information is monitored regularly and reported according to Federal, State and local requirements. The items for attention become the task lists for our maintenance teams. The results of the audits are used to grade the performance of our management team. This cyclical rhythm enables us to ensure the highest quality product at our marinas.

B. Hire, train and supervise marina staff. These individuals will be employees of the contractor.

With our “hire for attitude, train for skill” approach, brand standards, training and hospitality experience, we confidently promise to Fernandina Harbor Marina Five Diamond, hospitality focused marina management services that will rival any luxury hotel in the world. Excellent customer service begins and ends with great people. A smiling face and a helpful hand immediately set the tone for a guest’s experience onsite, and we are diligent in how we source, hire and train our teams. Using a combination of online assessments and in-person auditions, we identify and test candidates to determine if they have a genuine interest in serving others. Once hired, we support them with a robust training program designed to not only give them the skills they need, but to also create a culture of professional growth.

Our cutting-edge Learning Management System has more than 100 courses for team members, covering topics such as marine safety, coaching, time management, public speaking and personal wellness. We even use gamification within the system to encourage engagement, with members earning badges and rewards as they pass our courses! Training will cover the following topics and delve deeper into each segment as it directly correlates to this operation’s requirements.

Leadership skills	Problem solving skills	Emergency management
Boat operations	Maintenance & winterizing	Hurricane preparedness
Customer service	Safety and first aid	Environmental management

C. Implement a dress code and provide on-site personnel with uniforms and name tags to be worn at all times while on duty.

We require a set of established brand standards for cleanliness, uniformity, personal appearance and marina appearance. As Oasis Marinas will be operating all aspects of the marina experience, the service associates will work in unison to deliver a smooth, seamless appearance and transition via uniforms, posting positions, radio communication, customer name recognition, texting services and intensive training to guarantee the guests are greeted and assisted to satisfy all of their needs.

D. Maintain experienced staff and management for marina operations.

The Founder and CEO of Oasis Marinas, Dan Cowens, created our company to provide boat owners with high-touch customer service and marina owners with exceptional management standards. In order to provide an unmatched experience, we employ and train only the best people

in the industry. The Oasis difference is found in our strategies and training; we train in marina service quality, facilities maintenance, marine industry marketing, safety/risk management, technology and high-touch customer service.

E. Solicit, negotiate, prepare, administer and manage licenses, occupancy agreements, marketing agreements and service contracts (including, without limitation, engineering, telephone, security, and exterminator services), staffing and personnel needs, and other services which are reasonably necessary for the Marina's facilities.

Successfully managing great vendors is critical to a property's success. We understand that organizing contracts and vendors can be stressful and time consuming. As part of our holistic management approach, Oasis Marinas will negotiate, support and manage all executed and effective contracts, licenses and agreements that you have with your various vendors and partners. Oasis Marinas will provide project management and contract negotiation to act as the liaison between site vendors and the City. Our contract and agreement services include:

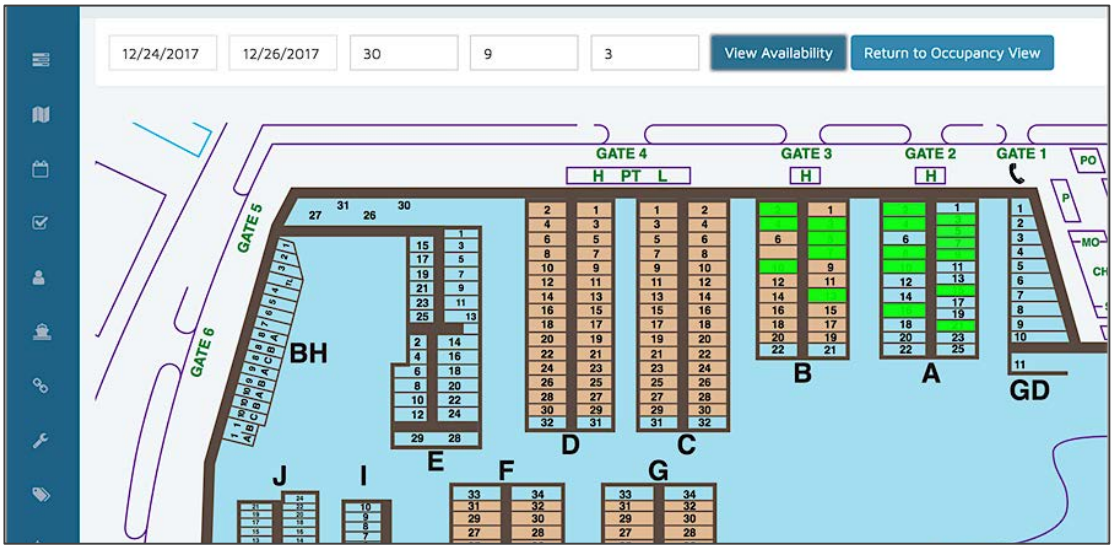
- Cost benefit analysis & materials sourcing
- Project management
- New product offerings
- Partnership development
- Negotiation
- Contract review & management
- Service level agreements

F. Collect and manage all payments for services and related deposits.

Oasis will track collection of rents, deposits and other related fees as applicable through our marina management system software, which will allow our team to bill and collect all payments for goods and services as required by the draft contract.

G. Administer slip assignments.

Oasis Marinas will manage the marina slips and track all slip rental occupancy levels in real-time through our marina management software. This software delivers advanced cloud-based tools that allows our operations managers track the marina in real time, run reports and book reservations. The sample below demonstrates the dashboard view of the marina software, but we would be happy to provide a full demo upon request.



H. Administer evictions and remove abandoned vessels.

Our management team will monitor delinquencies and unauthorized occupancies and enforce all applicable laws as necessary to ensure the marina operation is efficient and successful and in accordance with the draft contract.

I. Account for and report on Marina financial operations. Ensure that an appropriate dockage reservation system and accounting system is in place and that it has capabilities to export results of operations in a format compatible with the City's financial management system.

With Oasis Marinas, Fernandina Harbor Marina will gain a professional accounting and forecasting team. At the site level, Oasis Managers are trained in budgeting, which allows our onsite team to be more in-tune to operational needs in real-time. Each of our properties undergo monthly budget reviews by our corporate office, followed up by quarterly and annual reviews. Oasis managers regularly perform location forecasts and will provide a financial reporting packet for the appropriate City personnel in accordance with the draft contract requirements.

The marina management software, reservation software and the accounting software that Oasis Marinas uses allows our team to track and report the operation in great detail with control and efficiency.

J. Prepare and implement annual Health and Safety Plan and Facility Maintenance Plan.

With Oasis Marinas, the City will receive a marina management team with superior industry knowledge and practices, which we have developed in our Standard Operating Procedures Manual. The Oasis SOP manual is an in-depth and daily resource tool for our team members that includes but is not limited to boat docking procedures, opening/closing routines, emergency response preparedness, health and safety, appearance standards and maintenance inspections.

Fernandina Harbor Marina needs a proven team that can budget and execute the vision for the marina. The Oasis Facilities Master Plan will help articulate the vision and align investments when needed. With a professional and metrics-driven approach, we can help you plan, operate and maintain your property to facilitate maximum life at the least amount of cost. Oasis Marinas, along with its industry partners, will ensure your facility and operations are green, efficient and in compliance with all regulations.

Oasis will implement our SOP Manual that will cover all daily operational, maintenance and safety items in accordance with the requirements of the draft contract.

K. Implement the Marina's hurricane plan.

One of the greatest threats to a marina is a hurricane. Fortunately, modern forecasting enables us to be thoroughly prepared for these events so that we can prioritize our customers' and employees' safety. Oasis Marinas maintains a comprehensive Emergency Procedures Plan within our SOP Manual, which will include a custom Hurricane Plan for Fernandina Harbor Marina. Staff members will be trained on safety and emergency procedures during a hurricane. Some areas of interest covered in our hurricane and severe weather plan include emergency contacts, vessel owner action plan, facility evacuation plan and hurricane watch and warning checklists to secure the facility and vessels.

L. Administer a customer service program for the Marina.

First Impressions

First impressions are critical, and we are obsessive about our presentation. The backbone of Oasis Marinas is enriching the guest experience to provide effective communication for boater arrival, departure and everything in between. We require a set of established brand standards for cleanliness, uniformity, personal appearance and location appearance; however, the best strategy for inspiring loyalty and return visitation is to consistently provide excellent customer service. For this reason, Oasis Marinas is heavily focused on the customer experience from the moment guests reserve a boat slip or walk through the door until they leave the property.

Continual Improvement

In order to enrich the guest experience further, we measure customer experiences at our marinas and use that for process and service improvements. At the conclusion of their stay each boater receives a digital survey. Our team gathers the survey feedback and uses the results to focus on improvement areas. Oasis properties consistently score ten points higher than our competition, and this feedback loop is how we ensure continual improvement. Additionally, our operations team has the ability to adapt to the ever-changing needs of our customers based on economic change, environmental circumstances or health emergencies. *For example, we have already adjusted our customer service and operational plans at our sites to cater to COVID-19 needs and precautions.*

Our Methods

Whether an online boat slip rental system, provisions delivery, social event or online reputation management Oasis ensures a high level of customer service through implementation of Five-Diamond service standards, “bow to bye” service, learning management system (LMS) courses and mystery shopper programs.

Five Diamond Service Standards

“Bow to Bye” Service

Learning Management System Customer Service Courses

Mystery Shopper Program

M. Prepare and implement advertising, promotional activities, and marketing plans.

Lifecycle Performance Marketing

Ensuring you partner with the best management company who can provide the most impactful marketing and media outreach is paramount to fuel the future growth and success of Fernandina Harbor Marina. Oasis Marinas is the best match in the industry. Our marketing performance team brings major industry partnerships and experience where we can guarantee elevated exposure for your marina. In addition to the direct marketing budget for Fernandina Harbor Marina, every Oasis Marinas property receives over $50,000 per year of in-kind marketing.

Oasis Marinas' marketing performance experts will develop a holistic lifecycle marketing strategy and will apply the resources necessary for execution. Before developing a comprehensive marketing strategy, our team analyzes the market's current activities, local market conditions, customer feedback, website optimization and what we call the BJM - Boaters Journey Map, which prescribes individual touchpoints along the boaters path from planning their destination, reserving a slip, time during stay, through to departure and return. We focus on the complete customer journey, not just a singular point, which makes Oasis a remarkable fit in managing your marina.

The Marketing Lifecycle

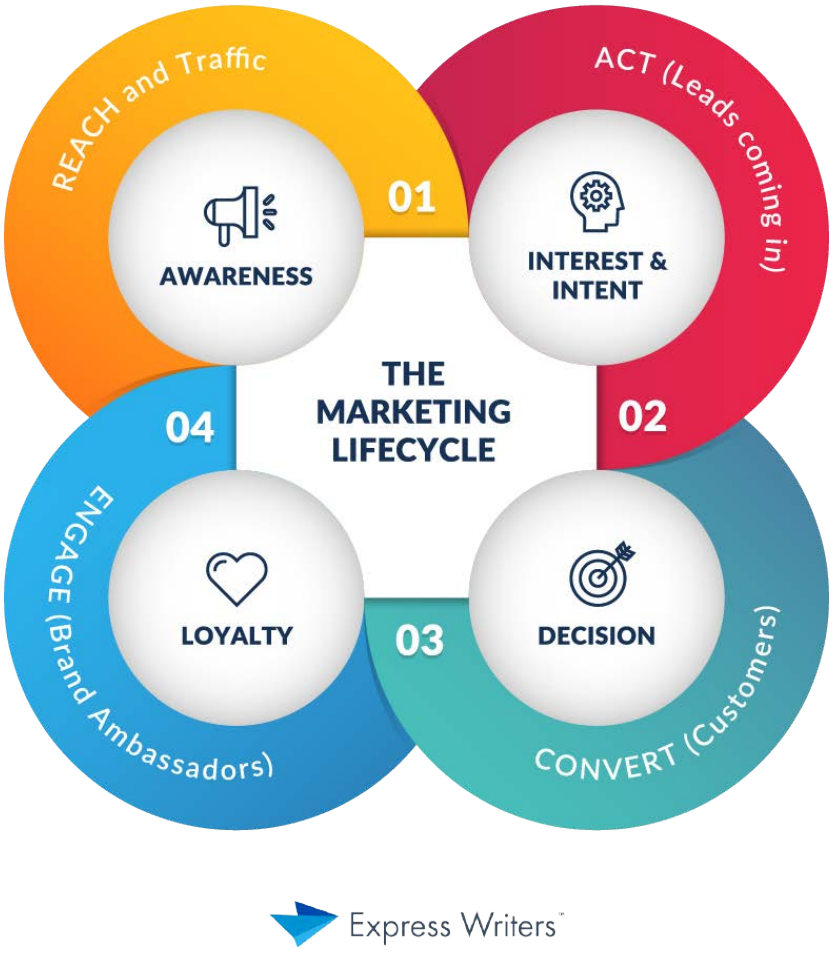


Image Source: https://expresswriters.com/marketing-lifecycle-vs-sales-funnel-content-marketing-trends/

Customer Analytics

Today's breed of marketer leads by leveraging data. The Oasis performance marketing team, for example, are Google Analytics certified, which guarantees our ability to infuse insightful customer analytics into our day-to-day marketing strategy. We don't think what could work for your marina, we understand where and what guests want starting from their initial destination search, through to slip reservation, arrival, stay and future return. We are relentless in maximizing our return on marketing while consistently delivering our high-touch personalized service.

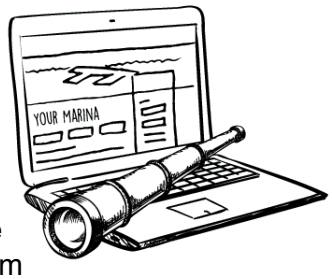
Although we build awareness around local events, retail, and custom themed events, etc. on-site to bring local and net new guests from outer markets, we highly consider the attention of the returned visit. Our consumption of guest information allows us to build targeted and timely marketing content which will inspire guests to return. By identifying who our loyal customers are, we can invite them to an internal social influencer program to aid in spreading the word and virality across their network of boaters. Data strengthens our marketing strategy, drives efficiencies and delivers value to both the bottom line and our guests.

Lifecycle Marketing Channels

Marinalife Magazine Promotional Platform

Marinalife connects boaters and marinas through its comprehensive website, quarterly lifestyle magazine and travel tools including trip itineraries and online marina reservations. With this industry-leading partner as our sister corporation, Oasis has the ability to publish and advertise our marinas to a network of 600,000 Marinalife and Snag-A-Slip users to provide ultimate exposure.

Snag-A-Slip Online Transient Reservations

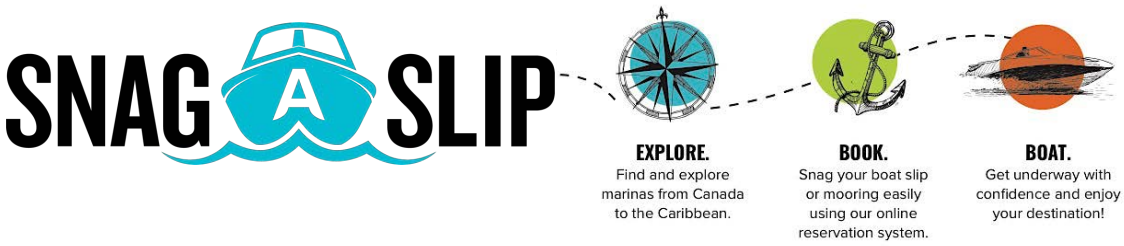


Oasis Marinas has many partners throughout the industry. Our primary booking partner is our sister company, Snag-A-Slip. Together, Marinalife and Snag-A-Slip have a network of over 700 marinas and 600,000 users.

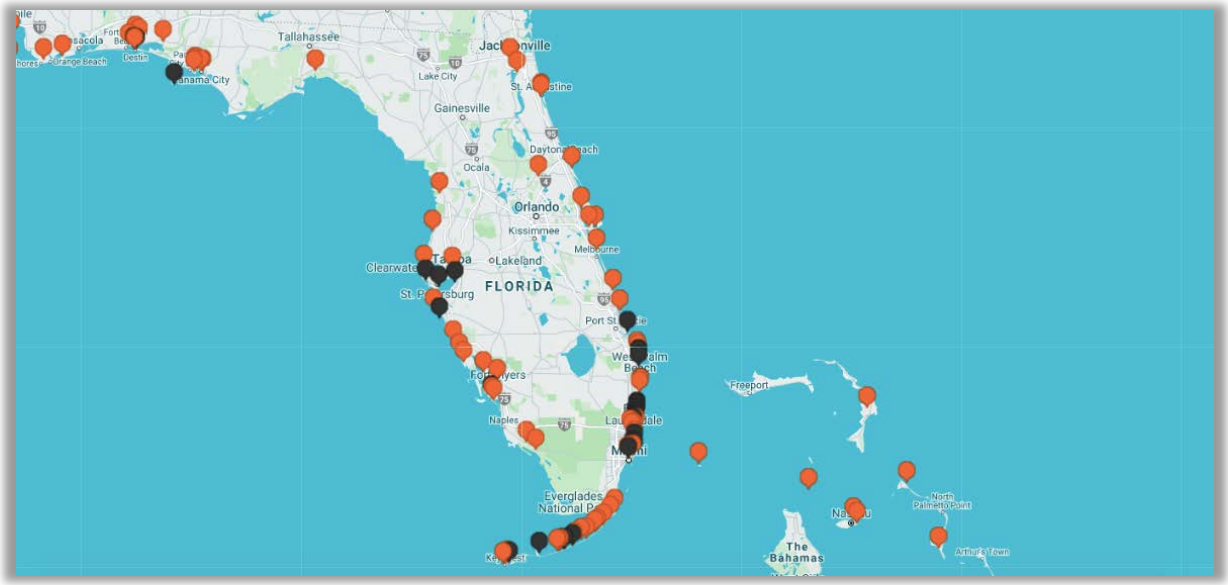
Snag-A-Slip is the industry-leading free online boat slip reservation platform that allows boaters to explore marinas and search for slip availability based on travel dates, length, beam, draw and power requirements. It is also the most highly rated platform by customers and a trusted source of information from Google based on their ranking system. Boaters can pick their preferred marina after reviewing amenities, location, and availability – and then book immediately with ease and confidence! Snag-A-Slip benefits include:

- Boost visibility – free profile highlighting property and amenities
- Increase revenue – increase exposure
- Hassle-free management – markets, books and manages inventory in real-time
- Dedicated assistance – customer service, regular contact and surveys
- Access more – cruising groups, yacht clubs and rendezvous

As guests book their slip, we are able to leverage data i.e. type and size of boat, originating zip code, email address, and more to further enrich and customize their marketing lifecycle strategy i.e. email, content, offers etc. opposed to the generic one size fits all marketing that many deliver today.



Snag-A-Slip in Florida



N. Design, maintain and update City Marina web page to incorporate the use of a variety of popular social media links (all information shall be property of the City).

Oasis exists to improve customer satisfaction and fill a service gap in the marine industry with our propriety high-touch customer service. We view our marina websites as one of the first guest touch points. As such, our marketing team develops personalized, informative and visually appealing websites for each of our marinas that immediately sets the tone and draws the customer in for an experience of Five Diamond service.

O. Purchase, in accordance with the approved operating budget, all equipment, tools, appliances, materials, and supplies reasonably necessary or desirable for the care, maintenance and operation of the Marina.

Each year during the annual budget meeting, our manager presents proposed operating expenses as well as projected major purchases or major maintenance items to be approved by the City Manager. Once the budget is approved, Oasis manages the purchases within the limits of the budget throughout the year. For operations costs or major purchases that exceed the budget, the manager will seek approval from the City Manager as necessary prior to purchase. Throughout the year, Oasis will regularly communicate through weekly status updates and monthly financial reviews regarding financial performance and operational updates.

P. Operate a full-service marina facility in a manner to maximize occupancy and revenues for the Marina.

Our team works towards a solution that creates a significant impact to the marina's success as well as compliment the community. Our previous experience highlighted in this proposal is a testament to our success in revenue and occupancy maximization.

Oasis Marinas stands out in the marina industry as a marina management company with highly trained staff and metrics-driven processes. At all of our properties, Oasis Marinas builds a 3 to 5-year Master Plan in our first year of operation. Building this Master Plan allows us to substantiate our assumptions with performance and data collection in order to provide not only a plan but also a solution. Our managers use competitive analysis and financial forecasts to foster growth and customer loyalty in current revenue streams and to search for opportunities for new revenue streams. Once the data is collected, we have detailed systems in place to measure and track the marina's performance in the market.

Q. Provide a wide array of services and improve the level and variety of services available for the benefit and enjoyment of the Marina occupants and the boating community.

Your customers expect a memorable experience when they visit your property—one that offers a sense of comradery and community. The services at Fernandina Harbor Marina must be incomparable with surrounding marinas in order to attract new customers and retain loyalty. Creating this atmosphere is an ever-changing process and just happens to be our specialty. A cornerstone of the Oasis experience is a fun, social and consistent customer experience. We believe that if boaters are having a great time at your marina, you will as well. Oasis Marinas will operate all aspects of the marina operation with the goal of service excellence including annual and transient dockage, mooring field, fueling, the boater's facility, resort amenities and any other service we believe will attract the boating community in Fernandina Beach.

R. Protect the City's capital investment in the Marina facilities through the exercise of high standards of management, operation, and maintenance.

Oasis Marinas sets the bar high in our standards for service and operations. We will manage the Fernandina Harbor Marina as if it were our own asset with the City's best interest at mind.

S. Act as the sole and exclusive managing agent of the City to manage, operate and maintain the Marina facilities.

Oasis Marinas offers the City peace of mind by acting as the exclusive managing agent and contact for the City. Our management team will manage the entire marina entity to include daily marina operations, staffing and training, facility maintenance, marketing, customer service and any other marina operating responsibility in the draft contract.

T. Establish and adjust fees, prices, rates and rate schedules for use of the Marina facilities and all licenses, agreements or contracts and any other commitments for the Marina's facilities.

Each year our team completes a competitive analysis outlining the marina services, slip sizes, amenities and rates alongside the corresponding information for the competitive set of marinas in the area or region. We use this as our guide to adjust rates and services in order to be the most competitive and attractive marina in the market. The marina manager will seek City approval before any rate changes are implemented.

U. Use diligent efforts to cause all users of the Marina's facilities to adhere to posted Marina rules; strictly enforce such rules; and, comply with such rules.

All annual boaters will be provided with the marina rules and regulations with their slip agreement, and transient boaters are required to agree to the marina rules and regulations at point of purchase. Additionally, all boaters are required to provide certificates of insurance with $500,000 in liability insurance and hull insurance for the vessel's value. Slipholders are also required to name the marina, the marina owner and Oasis Marinas as additionally insured.

V. Ensure that the conditions specified in the grants used to fund the Marina's construction are adhered to without exception.

As a veteran-owned company, Oasis supports public entities and works alongside our clients to coordinate with governmental agencies at all of our marinas. Oasis Marinas is experienced in administering public grants, and our Vice President of Operations is well-versed in operating under grant requirements. Some of our properties are public/private partnerships, where we coordinate directly with government agencies to manage capital projects, large events, certifications, permits and grant requirements. Oasis Marinas will act as the City's liaison with grant management and ensure all grant conditions and restrictions used for the marina construction are implemented.

W. Work in cooperation with City staff to ensure the Marina's smooth operations.

Our vision is to provide exceptional service levels in order to revitalize the City's Marina ecosystem and reestablish the marina as a premier boating destination. Our management team has years of experience working with municipalities in facilities management and coordinating with public entities. Oasis Marinas brings together experts in marina management and the hospitality industry to offer world-class service and metrics-driven operations. Our marina manager will work in concert with the City Manager and will provide regular marina updates each week to encourage full transparency and smooth operations.

X. Work specifically with the City Finance Department, as required, to develop and manage financial operations and financial reporting.

We believe strong, transparent and regular communication is important to the success of the property and our relationship. To that end our local managers communicate the relevant weekly financial data, project status and key elements of the operation to ownership in a document that we call our "Proof of performance" (POP) document. This report is customizable to the owner's needs. Our marina management and accounting tools allow our team to track the site's financial progress each month and provide our team with the ability to generate detailed reports.

Y. Implement the Marina's approved budget.

Once approved, Oasis will implement the annual budget in accordance with our operations plan for staffing, marketing, supplies and maintenance goals to address accordingly throughout the year.

Z. Schedule, coordinate, facilitate, attend and serve as City representative for all meetings of the City's Marina Advisory Board.

The Oasis Marina's location manager will serve as the City representative for all marina meetings as needed.

Transition Plan Approach

The Oasis Critical Path

From the moment Oasis Marinas and the City reach an agreed contract our team begins our critical path transition process. This process focuses on over 400 task list items within these key areas: general operations, facilities setup, staffing, safety assessment, maintenance needs, emergency plans, supplies and retail, insurance, accounting, human resources, marketing and technology.

Exhibits & Addenda

CITY OF FERNANDINA BEACH
REQUEST FOR PROPOSAL 2020-02
MANAGING AND/OR LEASING MARINA FACILITIES

EXHIBIT "A"
CONTACT SHEET

Name: Oasis Marinas

Federal Taxpayer ID: 42-3454235

Mailing Address: 125 West Street, Suite 201

City, State, & Zip Code: Annapolis, MD 21401

Telephone: 410-703-4737 **Fax:** _____

Email: brian@oasismarinas.com

Submitted By: Brian Arnold

Title: Vice President of Business Development

FIRM Accepts Credit Cards*: (Yes) No

Accounting Contact:

Name: Dawn Voorhees **Title:** Corporate Controller

Email Address: accountspayable@oasismarinas.com **Phone:** 410-741-3773

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

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

EXHIBIT "B"

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

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

1. This sworn statement is submitted with Bid, Proposal or Contract for managing marina facilities.

2. This sworn statement is submitted by (entity) Oasis Marinas, LLC whose business address is 125 West St., Ste. 201, Annapolis, MD and (if applicable) Federal Employer Identification Number (FEIN) is 42-3454235 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

3. My name is Brian Arnold and my relationship to the entity named above is VP of Business Development

4. I understand that a "public entity crime" as defined in Paragraph 287.133(a) (g). Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a) (b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:

   1. A predecessor or successor of a person convicted of a public entity crime; or

   2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The City of Fernandina Beach, Florida ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

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

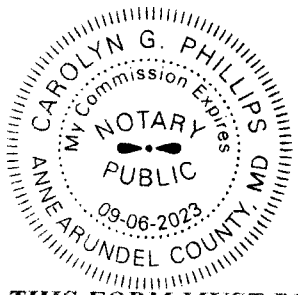
   ____ The person or affiliate was placed on the convicted FIRM list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person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

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

Signature Date: 4/27/2020

STATE OF ~~FLORIDA~~ Maryland
COUNTY OF Anne Arundel

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 27th day of April, 20 20, and is personally known to me, or has provided MD Drivers License as identification.



Notary Public
My Commission expires: 9-6-2023

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

EXHIBIT "C"
DRUG-FREE WORKPLACE CERTIFICATION

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

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or services a copy of the statement specified in paragraph 1.

4. In the statement in paragraph 1., notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.

5. Impose a sanction on, or require fine satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

COMPANY: Oasis Marinas, LLC

CITY: Annapolis STATE: MD ZIP CODE: 21401

SIGNATURE: _____ PHONE: 410-703-4737

NAME (TYPED OR PRINTED): Brian Arnold TITLE: VP of Business Development

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

EXHIBIT "D"

CITY OF FERNANDINA BEACH, FLORIDA

E-VERIFY STATEMENT

Bid/Proposal Number: 2020-02

Project Description: Management and/or lease of marina facilities

I/FIRM acknowledges and agrees to the following:

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

1. All persons employed by the FIRM during the term of the Contract to perform employment duties within Florida; and

2. All persons assigned by the FIRM to perform work pursuant to the contract with the Department.

Individual/Company/Firm: Brian Arnold / Oasis Marinas

Authorized Signature:

Title: Vice President of Business Development

Date: 4/27/2020

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

EXHIBIT "E"

PROPOSER ACKNOWLEDGEMENTS AND AGREEMENTS

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

1. INTRODUCTION AND GENERAL INFORMATION
   Understands and agrees to all terms.

2. PROPOSAL INSTRUCTIONS, TERMS AND CONDITIONS
   Understands and agrees to all terms.

3. EVALUATION AND CONTRACT OVERVIEW
   Understands and agrees to all terms.

4. PROPOSER'S RESPONSE: SUBMITTAL INFORMATION
   Understands and agrees to all terms.

5. PROPOSER'S RESPONSE: PROPOSED TEAM
   Understands and agrees to all terms.

6. PROPOSER'S RESPONSE: PROPOSED COMPENSATION
   Understands and agrees to all terms.

Name: Brian Arnold Title: Vice President of Business Development

Signature: _____ Date: 4/27/2020

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH
REQUEST FOR PROPOSAL 2020-02
MANAGING AND/OR LEASING MARINA FACILITIES

EXHIBIT "F"

CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with Bid, Proposal or Contract for managing marina facilities

This sworn statement is submitted by (entity) Oasis Marinas, LLC whose business address is 125 West St, Ste. 201, Annapolis, MD and (if applicable) Federal Employer Identification Number (FEIN) is 42-3454235 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Brian Arnold and my relationship to the entity named above is VP of Business Development

1. The above named entity is submitting a Proposal for the City of Fernandina Beach.
2. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon his/her own knowledge.
3. The Affiant states that only one submittal for the above proposal is being submitted and that the above named entity has no financial interest in other entities submitting proposals for the same project.
4. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above proposal. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.
5. Neither the entity not 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 4/07/2020
Date:

STATE OF ~~FLORIDA~~ Maryland
COUNTY OF Anne Arundel

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 27th day of April, 2020, and is personally known to me, or has provided MD Drivers License as identification.

Notary Signature

My Commission expires: 9-6-2023

CAROLYN G. PHILLIPS NOTARY PUBLIC ANNE ARUNDEL COUNTY, MD My Commission Expires 09-06-2023

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH
REQUEST FOR PROPOSAL 2020-02
MANAGING AND/OR LEASING MARINA FACILITIES

EXHIBIT "G"

NON-COLLUSION AFFIDAVIT

This sworn statement is submitted with Bid, Proposal or Contract for managing marina facilities

This sworn statement is submitted by (entity) Oasis Marinas, LLC whose business address is 125 West St., Ste. 201, Annapolis, MD and (if applicable) Federal Employer Identification Number (FEIN) is 42-3454235 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Brian Arnold and my relationship to the entity named above is VP of Business Development

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

Signature 4/27/2020
Date:

STATE OF ~~FLORIDA~~ Maryland
COUNTY OF Anne Arundel

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 27th day of April, 2020 and is personally known to me, or has provided MD Drivers License as identification.

Notary Signature My Commission expires: 9-6-2023

CAROLYN G. PHILLIPS NOTARY PUBLIC My Commission Expires 09-06-2023 ANNE ARUNDEL COUNTY, MD

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

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_

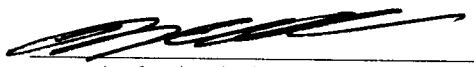
Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?
YES_____NO_X___

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_X___

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

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

Oasis Marinas, LLC — 4/27/2020
Firm — Date



Brian Arnold, VP of Business Development
Authorized Signature — Printed or Typed Name and Title

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 1
For
RFP 2020-02 MARINA MANAGEMENT-LEASING

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

ADDENDUM No. 1

The following changes are applicable to the original RFP documents and specifications of **RFP 2020-02**. This Addendum No.1 now becomes part of the original Request for Proposal and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting the proposal. Failure to do so may disqualify the submittal.

Submitters shall thoroughly familiarize themselves with the contents of this Addendum before submitting the proposal.

NAME: Brian Arnold **TITLE:** VP of Business Development

ADDRESS: Oasis Marinas, LLC - 125 West Street, Suite 201

CITY: Annapolis **STATE:** MD

AUTHORIZED SIGNATURE: _____ **DATE:** 4/27/2020

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 2
For
RFP 2020-02 MARINA MANAGEMENT-LEASING

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

ADDENDUM No. 2

The following changes are applicable to the original RFP documents and specifications of **RFP 2020-02**. This Addendum No.2 now becomes part of the original Request for Proposal and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting the proposal. Failure to do so may disqualify the submittal.

Submitters shall thoroughly familiarize themselves with the contents of this Addendum before submitting the proposal.

NAME: Brian Arnold **TITLE:** VP of Business Development

ADDRESS: Oasis Marinas, LLC - 125 West Street, Suite 201

CITY: Annapolis **STATE:** MD

AUTHORIZED SIGNATURE: _____ **DATE:** 4/20/2020

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 3
For
RFP 2020-02 MARINA MANAGEMENT-LEASING

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

ADDENDUM No. 3

The following changes are applicable to the original RFP documents and specifications of **RFP 2020-02**. This Addendum No.3 now becomes part of the original Request for Proposal and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting the proposal. Failure to do so may disqualify the submittal.

Submitters shall thoroughly familiarize themselves with the contents of this Addendum before submitting the proposal.

NAME: Brian Arnold **TITLE:** VP of Business Development

ADDRESS: Oasis Marinas, LLC - 125 West Street, Suite 201

CITY: Annapolis **STATE:** MD

AUTHORIZED SIGNATURE: _____ **DATE:** 4/27/2020

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 4
For
RFP 2020-02 MARINA MANAGEMENT-LEASING

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

ADDENDUM No. 4

The following changes are applicable to the original RFP documents and specifications of **RFP 2020-02**. This Addendum No.4 now becomes part of the original Request for Proposal and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting the proposal. Failure to do so may disqualify the submittal.

Submitters shall thoroughly familiarize themselves with the contents of this Addendum before submitting the proposal.

NAME: Brian Arnold **TITLE:** VP of Business Development

ADDRESS: Oasis Marinas, LLC - 125 West Street, Suite 201

CITY: Annapolis **STATE:** MD

AUTHORIZED SIGNATURE: _____ **DATE:** 4/27/2020

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 5
For
RFP 2020-02 MARINA MANAGEMENT-LEASING

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

ADDENDUM No. 5

The following changes are applicable to the original RFP documents and specifications of **RFP 2020-02**. This Addendum No.5 now becomes part of the original Request for Proposal and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting the proposal. Failure to do so may disqualify the submittal.

Submitters shall thoroughly familiarize themselves with the contents of this Addendum before submitting the proposal.

NAME: Brian Arnold **TITLE:** VP of Business Development

ADDRESS: Oasis Marinas, LLC - 125 West Street, Suite 201

CITY: Annapolis **STATE:** MD

AUTHORIZED SIGNATURE: _____ **DATE:** 4/27/2020

Financial Proposal

Fee Proposal

Annual Management Fee of $48,000
(approximately $47,000 annual savings to the City)

Incentive Fee of 1.5% Revenue

Initial term of 5 years with annual renewal options

Oasis Marinas Featured Locations:

HARBOR EAST MARINA
THE YARDS MARINA
Cafés Point Marina — Boat Stay Dine Play
BALTIMORE BYB YACHT BASIN
NATIONAL HARBOR
PENDRY
HOPE SPRINGS MARINA — STAFFORD, VIRGINIA
PINEY NARROWS YACHT HAVEN — CHESTER, MARYLAND
The WHARF MARINA

Featured in:

Chesapeake Bay — BOATING AT ITS BEST
SpinSheet — CHESAPEAKE BAY SAILING
marinalife — ENHANCING YOUR YACHTING LIFESTYLE
THE BALTIMORE SUN
Association of Marina Industries
PropTalk
BALTIMORE BUSINESS JOURNAL
DOZIER'S WATERWAY GUIDE — THE CRUISING AUTHORITY

Our System.
Your Marina.
Everyone's Oasis.

Proposed Operating Pro Forma

Oasis Marinas is confident that we can provide the marina operations at Fernandina Harbor Marina with substantial financial, operational, and service improvements from any other operator based on our track record of revenue improvement success across our entire portfolio.

Fernandina Harbor Marina
Annual Proposed Budget
Oasis Marinas, LLC

	2021 Oasis Projected
External Revenue	
Water Revenue	
Slip Rentals - Permanent	$ 210,000
Slip Rentals - Transient	$ 585,000
Slip Rentals - Transient Non Taxable	$ 57,000
Moorings Taxable	$ 32,500
Electricity	$ 18,000
Gasoline/Fuel - Diesel	$ 776,250
Gasoline/Fuel - Gas	$ 225,000
Gasoline/Fuel - Diesel Non Taxable	$ 5,850
Gasoline/Fuel - Discounts Diesel	$ (8,142)
Gasoline/Fuel - Discounts Gas	$ (738)
Land Revenue	
Business Rentals	$ 25,000
State Grants	$ 200,000
Other Revenue	$ 600
Transfers in from General Fund	$ 300,000
Total External Revenue	**$ 2,426,320**
Cost of Goods Sold	
Fuel for Resale	$ 699,376
Total Cost of Goods Sold	**$ 699,376**
Expenses	
Payroll Expense	
Total Gross Payroll	$ 228,804
Payroll Taxes and Employee Benefits	$ 73,217
Total Payroll and Benefits	**$ 302,021**
Other Expenses	
Audit	$ 5,000
Bank & Credit Card Fees	$ 30,806
Computer Services	$ 6,000
Communications	$ 2,400
Communications - Internet	$ 10,900
Debt Service - Interest	$ 481,482
Dues & Subscriptions	$ 825
Insurance	$ 65,004
Janitorial Supplies	$ 2,400
License & Permits	$ 1,200
Management Fee	$ 48,000
Marketing Expense	$ 24,000
Office Supplies & Equipment	$ 3,600
Outside Services	$ 12,000
Payroll Processing	$ 1,800
Postage	$ 600
Rents	$ 3,000
Repairs & Maintenance Buildings	$ 30,000
Repairs & Maintenance Equipment	$ 7,000
Moorings Field Repairs	$ 18,000
Signage	$ 2,400
Supplies & Equipment	$ 30,000
Uniforms	$ 1,200
Utilities - Electric	$ 41,225
Utilities - Water & Sewer	$ 30,025
Total Other Expenses	**$ 858,867**
Total Operating Expenses	**$ 1,160,888**
Net Operating Income	**$ 566,056**

Proposed Staffing

At Oasis Marinas, providing the correct level of staffing to match each operation's demands is our specialty. The quality of service depends on two major areas: proper level of staff and proper training of staff. Oasis Marinas will manage the marina operations at Fernandina Harbor Marina with high-touch customer service that provides premium marina services and support. The following summarizes our staffing plan for the Fernandina Harbor Marina.

Salary Employees	Type	Season	Weekly Hours
General Manager	Full-time	Jan - Dec	40+
Regional Manager	Part-time	Jan - Dec	As Needed
Hourly Employees			
Dockmaster	Full-time	Jan - Dec	40
Marina Service Associate (MSA)	Full-time	Jan - Dec	120
Seasonal MSA	Full-time	Seasonal	32-40
Safety Officer	Part-time	Jan - Dec	2
Clerical/Office	Full-time	Jan - Dec	40
Corporate Oversite			
Marketing	Part-time	Jan - Dec	4
Accounting/Admin	Part-time	Jan - Dec	4

Thank you!

Dan Cowens
Chief Executive Officer

125 West Street, Ste. 201
Annapolis, MD 21401
(443) 336-7007

Dan@oasismarinas.com
www.oasismarinas.com

Brian Arnold
VP, Business Development

125 West Street, Suite 201
Annapolis, MD 21401
(410) 703-4737

brian@oasismarinas.com
www.oasismarinas.com

Industry Partners

PROUDLY VETERAN OWNED

Our System.
Your Marina.
Everyone's Oasis.

CITY OF FERNANDINA BEACH RFP #2020-02

Safe Harbor Marinas' RFP Response

City of Fernandina Beach
Attn: City Clerk's Office –
RFP #2020-02
204 Ash Street
Fernandina Beach, FL 32034

SH Marinas, LLC
14785 Preston Rd
Suite 975
Dallas, TX 75254

SAFE HARBOR
MARINAS

Section 1: Cover Letter

Jason Hogg
Chief Investment Officer
Safe Harbor Marinas
14785 Preston Rd #975, Dallas, Texas 75254
jhogg@shmarinas.com
O: (972) 331-6643

4/29/2020

City of Fernandina Beach
Attn: City Clerk's Office – RFP #2020-02
204 Ash Street
Fernandina Beach, FL 32034

Re: RFP #2020-02 Managing and/or Leasing Marina Facilities

Dear Evaluation Committee,

I, Jason Hogg, am authorized to make representations on behalf of Safe Harbor Marinas ("Safe Harbor") and submit herewith Safe Harbor's response to the City of Fernandina Beach's Request for Proposal ("RFP") for the opportunity to enter into a long-term lease to develop and operate the Fernandina Harbor Marina.

In just under 5 years, Safe Harbor has amassed the largest portfolio of marina assets in North America. Backed by our majority shareholders and equity sponsors, American Infrastructure Funds and Koch Real Estate Investments, and supported by additional equity sponsors, Guggenheim and Florida-based Weatherford Partners, we have acquired and operate close to 100 marina assets. Our sponsors have tasked Safe Harbor with continued growth through acquisition and lease, and we have substantial capital to invest in the space.

Safe Harbor has the deepest and most experienced management team in the industry with relevant experience across all facets of marina ownership and operations. While we formed the Safe Harbor entity just over 4 years ago, the management team and the marina companies that now make up Safe Harbor have owned and operated marinas for 30+ years. Our organization is a combination of several long-standing marina portfolios with tenured executive marina management experience that continues to take the marina industry to the next level and deliver a superior boater experience.

In addition to the management team's industry experience and leadership, Safe Harbor has a superb track record of collaborating with municipalities, private investors, investment companies, the US Army Corps of Engineers, the Tennessee Valley Authority, and the Lower Colorado River Authority.

SAFE HARBOR
MARINAS

Other partnerships include relationships with the Port Districts of San Diego and Ventura, California, the City of Emeryville, California, the City of Alameda, California, the City of St. Petersburg, Florida, the City of Beaufort, South Carolina, the City of Haverstraw, New York, the State of Florida, and the State of Michigan.

In order to provide the highest level of service for the boaters, residents, guests and the City of Fernandina Beach, Safe Harbor will activate the City's waterfront by offering a best-in-class operator, proprietary marina management software, and continued investment into the marina's success. Inspired by our proven operational prowess within the nationwide Safe Harbor portfolio, our partnership will be a synergy of recreational maritime and visitor-serving uses that will enhance the City's waterfront. We currently own and operate 13 marinas in Florida. Our network of 40,000+ boaters combined with our strong presence in Florida will also lead to increased transient traffic, driving incremental tourism to the City of Fernandina Beach.

Thank you for your consideration of Safe Harbor Marinas. With Safe Harbor at the helm of the Fernandina Harbor Marina, the City of Fernandina Beach will receive the best management team in the industry, a fully realized world-class waterfront and a long-term operating partner that will run the marina district to its fullest potential. We certainly share the City's vision for what the Fernandina Harbor Marina could be, and we look forward to a longstanding and fruitful partnership with the City of Fernandina Beach.

Sincerely,

Jason Hogg
Chief Investment Officer
Safe Harbor Marinas

14785 Preston Road, Suite 975 • Dallas TX 75254 • 972-488-1314 Office • 972-807-2792 Fax

SAFE HARBOR
MARINAS

Section 2: Previous Work

Safe Harbor Cabrillo Isle Marina - San Diego, CA

Safe Harbor Marinas assumed the leasehold interest in Safe Harbor Cabrillo Isle Marina, a 400 wet slip marina located in San Diego Bay, in April 2016. The landlord is San Diego Unified Port District, and the lease is held on a long term basis.

Under the lease, Safe Harbor is required to operate, maintain and improve the property while paying a percentage rent to the Port District via monthly financial reporting. Safe Harbor is responsible for all operating expenses, including payroll, general and administrative, insurance, repairs and maintenance.

Safe Harbor is required to maintain the marina to the highest standards as set by the California Division of Boating and Waterways. Since taking over operations of the property, Safe Harbor has made extensive capital improvements, such as installation of automatic marina gates, lighting and landscaping, a floating member lounge, building of a kayak & paddleboard launch dock, and installation of PWC & dingy floats.

Safe Harbor Cabrillo Isle is 95% occupied and boaters enjoy amenities such as Papanani's Café, shower rooms, onsite laundry facilities, boating club and rentals, community seating areas and lounges. Safe Harbor Cabrillo Isle is a certified Clean Marina and was recently awarded the coveted international Five Gold Anchor standard.

Property Reference:

Penny Maus
Real Estate Manager- SDUPD
E: pmaus@portofsandiego.org
T: (619) 686-6375

SAFE HARBOR
MARINAS

Safe Harbor Ventura Isle Marina - Ventura, CA

Safe Harbor Marinas assumed the leasehold interest in Safe Harbor Ventura Isle Marina, a 580 wet slip marina located in Ventura Harbor, in April 2016. The landlord is the Ventura Port District, and the lease is held on a long term basis.

Under the lease, Safe Harbor is required to operate, maintain and improve the property while paying a base and percentage rent to the Port via monthly financial reporting. Safe Harbor is responsible for all operating expenses including payroll, general and administrative, insurance, repairs and maintenance. Safe Harbor was required to rebuild slips, which were at the end of their useful life at the time the lease was assigned and recently completed a multi-million dollar restroom installation project.

Safe Harbor Ventura Isle is 85% occupied and boaters enjoy amenities such as lawn games, shower rooms, onsite laundry facilities, kayak and paddle board racks, tender and dingy floats, community seating areas and is the home of the Pierpoint Yacht Club. Safe Harbor Ventura Isle is also a certified Clean Marina.

Property Reference:

Brian Pendelton
General Manager, Ventura Port District
E: bpendleton@venturaharbor.com
T: (805) 642-8538

SAFE HARBOR
MARINAS

Safe Harbor Anacapa Isle Marina - Channel Islands, CA

Safe Harbor Marinas assumed the leasehold interest in Safe Harbor Anacapa Isle Marina, a 440 wet slip marina located in Channel Islands Harbor, in April 2016. The landlord is the County of Ventura, and the lease is held on a long term basis.

Under the lease, Safe Harbor is required to operate, maintain and improve the property while paying a base and percentage rent to the County via monthly financial reporting. Safe Harbor is responsible for all operating expenses including payroll, general and administrative, insurance, repairs and maintenance.

Since the assignment of the lease, Safe Harbor has invested in capital improvements such as new marina gates and ramps, public promenade revitalization, installation of low voltage lighting, and an overhaul of the boater facilities.

Safe Harbor Anacapa Isle is 70% occupied, and boaters enjoy amenities such as a clubhouse, pool, Jacuzzi, gym and lawn BBQ areas. Safe Harbor Anacapa Isle is also a certified Clean Marina.

Property Reference:

Mark Sandoval
Harbor Director, County of Ventura
E: Mark.Sandoval@ventura.org
T: (805) 382-3010

SAFE HARBOR
MARINAS

Section 3: Professional Backgrounds of Personnel

STEPHANIE MCLAUGHLIN

Florida East Regional Vice President

Mrs. McLaughlin has worked in the marine industry since 2012. She has managed multiple locations within the Safe Harbor family and successfully risen through the ranks to become the Vice President of Florida East. She has managed docks in Plymouth, MA, brokered yachts in New England, managed an active transient marina and service operation on the CT River, and was General Manager at Safe Harbor's Flagship property in Palm Beach, FL.

Stephanie started working at Safe Harbor Plymouth formerly known as Brewer Plymouth Marine. While there, she worked as a Dockmaster in the summers, part of the hauling crew during the shoulder seasons and winter, she moved to the office involving the service operation and accounting. It was during this time she doubled as a Yacht Broker with Brewer Yacht Sales.

She was quickly promoted to manage Safe Harbor Marina's newest acquisition Safe Harbor Essex Island. The 185 slip marina had an aging infrastructure, the company's largest transient operation, a service operation with hauling capabilities and above all else was held to the nuances of operating a marina on a 14 acre Island. During her three years there the vast majority of docks, bulkheads, and upland substructures were replaced.

In 2018, Stephanie accepted the role of General Manager at Safe Harbor Old Port Cove, Safe Harbor's Flagship property in North Palm Beach, FL. In the first year, she increased the marinas' Net Operating Income by 22%, successfully managed a large number of capital improvement projects, and launched a new restaurant from concept to opening in only 10 weeks. Today she leads that same region as Vice President of Florida East.

AUDREY WILLMOT

Vice President Training and Integrations

Mrs. Willmot is a native Floridian, born and raised in Fort Pierce, Florida, the Sailfish Capital of the World. She began her career at Safe Harbor Harbortown (formerly known as Harbortown Marina), a 344-slip marina located on the Atlantic Intracoastal Waterway. She began by working in accounting, but her role grew and she eventually landed in operations serving as General Manager. Audrey devoted the past 15 years to developing the marina into a premier full-service facility, becoming a Clean Marina designation and working with local officials to support environmental effects within the State of Florida and the local community. During that time she managed projects such as dredging, dock construction, $3.5 million in facility renovations and upgrades to provide first-class amenities for members including newly modernized restrooms, laundry facility, fitness room and a resort swimming pool.

SAFE HARBOR
MARINAS

Audrey recently assumed a new role as Safe Harbor's Vice President of Training and Integration to lead the onboarding and training of new team members and the continuing development of existing team members. Her top priority will always be to serve people with true excellence through humility, a willingness to learn, and the pursuit of constant improvement.

PETER CLARK

Vice President of Construction & Development

Mr. Clark has worked in the field of coastal engineering and waterfront development since 2005. He has inspected, designed and overseen the construction of a wide range of coastal, waterfront and harbor structures including commercial and residential bulkheads, seawalls, breakwaters, groins, piers, revetments, and marina facilities.

In addition to construction-related services, Mr. Clark has been integral in the early stages of waterfront development projects. He has been extensively involved in the planning, permitting, and design phases of marina specific projects. Mr. Clark places a premium on a seamless transition between the recreational waterfront and upland complements. This level of experience was gained from his previous involvement with Applied Technology and Management, where he had the opportunity to work on projects throughout the US East Coast, Caribbean, and the United Arab Emirates.

Prior to joining Safe Harbor, Mr. Clark played an integral role in the development of the San Francisco waterfront in preparation of the 2013 Americas Cup. As part of the Clausen Engineers Team, Peter worked directly with Americas Cup Race Management and individual Cup teams to lead the design and entitlements process for Piers 30/32, 27/29, and the Marina Green - Americas Cup Village. This project was unique in that it was to be planned and constructed in a very brief 12 month time frame for which it would then be utilized for an event lasting only 3 months.

Further, it was to provide a hub for three key user groups: Americas Cup teams with capabilities to lift, launch, and service state of the art 72' catamarans; superyachts as large as 300', which were to be berthed directly adjacent to the primary race village; and lastly the thousands of spectators who were to be folded directly into the overall experience. The project was a great success and subsequently the superyacht mooring facility at Pier 27 won the 2014 Wortley Award for innovation in marina design, presented by Marina Dockage magazine and the University of Wisconsin – Madison.

LES KEY

Technical Services Manager

With more than 10 years' experience in the design and construction industry, Les has been praised as a key asset in the integration of the end user into the design process. An Architecture graduate of Texas Tech University with a minor in Interior Design; his time in Lubbock was one that opened his eyes to a solid understanding of technical details and an

appreciation for the craft in design. Through his relationships with local artisans, Les found a talent and appreciation for mill work and furniture design, which follows him to this day.

Attending the Graduate Architecture program at the University of Michigan, Les was introduced to the realm of Digital Fabrication, Theory, and Real Estate Development while working toward a final Master's Thesis focusing on the shift in current real estate trends from known typologies of urban sprawl to pedestrian dominant urbanism.

Following a 2009 guest lecture by Tim Brown, he became intrigued by the concept of Design Thinking. This brought to the forefront the concepts intertwined in his values that Architecture goes beyond the mere construction of a facade; but is a lifestyle of thinking that can be about more than a physical object. It presents a style of approach that more often moves beyond the physical into a complex system of organizational inner workings and relationships.

STEVEN DRISCOLL

Construction Manager

Steve Driscoll joined the Safe Harbor team in 2016 after a seven year career as a Construction Superintendent for JE Dunn Construction. Steve's focus was on healthcare renovations, and he successfully completed over ten projects for Children's Medical Center in Dallas, Texas. He was also an instrumental member of the JE Dunn team on the Our Lady of the Lake Heart and Vascular Tower Addition, a $121 Million expansion to an existing hospital in Baton Rouge, Louisiana. His experience also included office building renovations and a three story research building with a hardened data center at the University of Oklahoma - Norman.

Upon joining Safe Harbor as Construction Manager, Steve as managed a wide range of projects including leading the reconstruction efforts of damaged assets at five different properties following Hurricane Irma. Steve's duties included interfacing with Safe Harbor's insurance consultants, issuing bid packages and awarding contracts following the hurricane, and then managing the projects onsite as well as remotely. Steve was successful in empowering marina managers to assist in this process. The bulk of Steve's work is preconstruction and construction management of capital expenditure projects. He frequently interfaces with Architects, Engineers, Dock Fabrication Companies, as well as Safe Harbor staff and stakeholders, whose buy-in is critical to the approval and success of these projects.

SAFE HARBOR
MARINAS

Section 4: Any Other Information

Revenues & Costs to the City

In an effort to provide the highest level of service for the boaters and residents of Fernandina Beach and to continue to expand the growing Safe Harbor network with first class marinas, Safe Harbor is interested in exploring a long-term partnership with the City of Fernandina Beach. We believe that the City has the best chance of achieving its goal of a thriving marina when the City properly aligns incentives with its marina operator. This alignment is difficult to attain with the current short-term management agreement structure the City has in place today, as a manager has little motivation to invest capital without sufficient lease term to achieve a satisfactory return on investment.

With this stated objective of aligning incentives, Safe Harbor is proposing to enter a long-term operating lease with the City. As consideration for the initial 10-year lease term, Safe Harbor would commit to pay the City an upfront Lease Acquisition Fee of $1,000,000. In addition, Safe Harbor would agree to fund the remaining construction costs not already covered by federal and state grants to complete the construction underway to install the fuel system, in-water attenuators, docks, and gangways, not to exceed $2,500,000. Additionally, Safe Harbor would agree to fund certain future capital outlays necessary to maintain the marina's premier facilities of at least $250,000 in order to trigger each subsequent 10-year lease extension. We recently entered into a similar lease structure with the City of Beaufort, SC, and we believe this structure establishes the best long-term solution for both the City and Fernandina Harbor Marina.

Safe Harbor would continue to fund the maintenance costs of operating the marina in a first-class manner (including operational items A-Z as outlined in the RFP requirements), and Safe Harbor would agree to fund any future capital outlays required to maintain the fuel system, attenuators, docks, and gangways. A plan such as this would free up the City to appropriate funds to other budgetary priorities, as well as provide the City with strong recurring rental payments and a best-in-class operator of the country's largest network of marinas.

The City would receive ongoing revenues from Safe Harbor, the greater of a $25,000 base rent or a percentage rent tied to the gross profits achieved by the marina (see below Proposed Lease Structure for specific rental terms proposed). This percentage rent structure ensures the City would participate in the upside and revenue growth Safe Harbor is able to unlock at Fernandina Harbor Marina. Furthermore, the City would benefit from increased tourism from Safe Harbor's 40,000+ boaters seeking to stay in-network and use Safe Harbor's Black Card membership discounts as they travel along the East Coast. The City would remain responsible for capital expenditures related to structural and foundational components of the upland facilities (including but not limited to the marina office, member lounge, laundry, restrooms, and ship store facilities), bulkhead repairs, or any remediation for pre-existing contamination at the property.

SAFE HARBOR
MARINAS

Proposed Lease Structure

A. Term

- *Initial Term*: Ten (10) year transition and construction period
    - Safe Harbor shall pay the City a Lease Acquisition Fee of $1,000,000 in exchange for the initial 10-year term.
    - Safe Harbor shall assume full responsibility of the management, maintenance, and operations of the marina and will coordinate a transition plan with the current Marina operator that ensures an orderly transfer of management and a continuation of the construction projects currently underway.
    - Safe Harbor shall fund all investment for anything considered in the water, including all maintenance of docks and attenuators, and the fuel system. Such construction costs shall be the responsibility of Safe Harbor to the extent there remains an unfunded construction shortfall not already covered by federal and state grants. Such construction shortfall shall not exceed $2,500,000 without written agreement by the parties.
    - The City, at its sole cost and expense, shall maintain and repair/replace in good operating condition the exterior, roof: structural components, operating systems, heating and air conditioning systems, and utilities of all Upland Buildings (Marina Office, Ship Store, Member's Lounge, Laundry & Restroom Facilities)
    - Subject to the City's obligations, Safe Harbor shall maintain the interiors of the Upland Buildings in good operating condition at Safe Harbor's sole cost and expense
- *Extension Terms*: Provided Safe Harbor is not in default under this Lease beyond any applicable cure or grace period, and provided Safe Harbor has expended requisite funds in the form of the Lease Acquisition Fee and unfunded capital expenditures at the Premises, Safe Harbor shall have the right to extend the Term of this Lease for five (5) successive periods of ten (10) years each from the date upon which the Term would otherwise expire upon the same terms and conditions as those herein specified.
    - In order to exercise Safe Harbor's options to extend the Term, Safe Harbor shall provide the City reasonable evidence of Safe Harbor's expenditure of $250,000 funds for capital expenditures during the prior ten-year period.

B. Rent

- Base Rent – $25,000 per annum
- Percentage Rent – 10% of Marina Gross Profit, to be increased 1% in each extension period, resulting in a 15% percent rent in the final 10-year period

- Safe Harbor shall pay the City rent equal to the greater of the Base Rent or the Percentage Rent
- Marina Gross Profit defined as marina's net revenues less operating costs

C. Collaboration

- Safe Harbor will collaborate with the City and other key stakeholders during the transition and construction of the marina in order to continue working on the optimal projects for reinvestment into the facilities

Safe Harbor acknowledges there is greater detail and negotiation that the City and Safe Harbor would need to discuss. We welcome the opportunity to meet virtually or in person to discuss our proposal further or to answer any questions you may have. Because of our experience working with a variety of municipal partners, we have the experience to negotiate a custom lease that works for the City of Fernandina Beach and the marina's other key stakeholders. Safe Harbor has a proven track record of following through on our municipal commitments and lease obligations.

Thank you for your consideration of Safe Harbor Marinas as your long-term operating partner. We look forward to discussing our proposal with the City's Evaluation Committee when it is appropriate.

SAFE HARBOR
MARINAS

Reference Letters

PORT of SAN DIEGO
Waterfront of Opportunity

VIA U. S. MAIL

October 17, 2019

Ms. Kate Pearson
1450 Harbor Island Drive
San Diego, CA 92101

Dear Ms. Pearson:

Re: SHM Cabrillo Isle, LLC – Cabrillo Isle Marina

We understand that you are submitting for a similar lease in New York for the management of a marina. As part of your submittal; you have asked us to comment on Cabrillo Isle Marina's (CIM) performance with the San Diego Unified Port District.

CIM has operated the marina in a very professional fashion since it assumed operations on December 5, 2015. The District enjoys a good landlord/lessee relationship with CIM. They have maintained the facility in a high standard, implemented environmentally sound best management practices, and continues to meet its obligations under the terms of the lease.

CIM has been a successful operator of the marina as they have continued to increase business since they assumed the leasehold. CIM has made efforts to improve the property and continue to find ways to make the property more attractive and better utilized. CIM is considered a tenant in good standing and has been a model operator of the leasehold.

Sincerely,

Penny Mays
Department Manager
Real Estate

PM/JH/mnh
Enclosures (2)

SDUPD Docs No. 1696482

14785 Preston Road, Suite 975 • Dallas TX 75254 • 972-488-1314 Office • 972-807-2792 Fax

SAFE HARBOR
MARINAS

CHANNEL ISLANDS HARBOR
Ventura County Harbor Department

Mark Sandoval
Director

3900 Pelican Way • Oxnard, CA 93035-4367 • (805) 973-5950 • Fax (805) 382-3015

October 15, 2019

To Whom It May Concern:

Safe Harbor Marinas has been a tenant of the County of Ventura since it acquired its leasehold interest in Anacapa Isle Marina in April 2016. Anacapa Isle Marina is a 425 wet slip marina located in the Channel Islands Harbor on the Pacific Coast of California in Oxnard.

Since the acquisition of that leasehold, Safe Harbor Marinas has proven to be a professional and responsive stakeholder in the community, growing occupancy of the wet slips and enhancing the premises with capital expenditure upgrades. Safe Harbor Marinas consistently makes rent payments in a timely manner and provides all financial reporting per the requirements of the master lease.

Safe Harbor Marinas promotes a safe, environmentally conscious boating experience and encourages access to the waterfront for all.

Sincerely,

Mark Sandoval
Harbor Director, Channel Islands Harbor
County of Ventura

SAFE HARBOR
MARINAS

VENTURA
PORT DISTRICT
Established 1952

October 11, 2019

To: Whom It May Concern

Re: *Safe Harbor Marinas*

Safe Harbor Marinas (SHM) acquired the Ventura Port District owned leasehold of Ventura Isle Marina, a 760 wet slip marina, in April 2016.

Since acquiring the leasehold, SHM have shown to be excellent tenants who have made improvements to the marina and have increased the occupancy level.

Additionally, SHM brought the first 'Seabin' to the area, a new technology that vacuums trash out of the water proving their visionary environmental stewardship. SHM also added a boat club which has created a new revenue stream and public access to the marina as well as adding public picnic and game areas to the waterfront.

We would recommend Safe Harbor Marinas for any marina in the state. If you have any questions, I would be happy to share the success we've had with Safe Harbor Marinas.

Sincerely,

Brian O. Pendleton
General Manager

1603 Anchors Way Drive Ventura, CA 93001
Tel: (805) 642-8538 / Fax: (805) 658-2249
www.venturaharbor.com

SAFE HARBOR
MARINAS

Current & Recent Dock Rebuild Projects

Marina Name	Project
Safe Harbor Burnt Store Marina	20 x 50ft slips
Safe Harbor Maria Bay	wave attenuator + 700 lf side
Safe Harbor Green Harbor	120 slips
Safe Harbor Newport Shipyard	300ft wave attenuator dock + 16 x 70ft slips
Safe Harbor Island Park	40 x 35ft slips
Safe Harbor Walden Marina	40 x 40ft slips
Safe Harbor Calusa	40 slips
Safe Harbor Lakefront	80 x 35ft slips
Safe Harbor Ballena Isle	60 new slips and mega dock
Safe Harbor Aqualand	50 new houseboat docks
Safe Harbor Harborage	12 new superyacht docks
Safe Harbor Jamestown, Safe Harbor Burnside, Safe Harbor Marina Bay, Safe Harbor Beaver Creek	200 new docks built in total

14785 Preston Road, Suite 975 • Dallas TX 75254 • 972-488-1314 Office • 972-807-2792 Fax

SAFE HARBOR
MARINAS

Section 5: Exhibits

EXHIBIT "A" Contact Sheet

EXHIBIT "B" Public Entity Crimes

EXHIBIT "C" Drug-Free Workplace Certification

EXHIBIT "D" E-Verify Statement

EXHIBIT "E" Proposer Acknowledgments and Agreements

EXHIBIT "F" Conflict of Interest

EXHIBIT "G" Non-Collusion Affidavit

EXHIBIT "H" Dispute Disclosure

CITY OF FERNANDINA BEACH
REQUEST FOR PROPOSAL 2020-02
MANAGING AND/OR LEASING MARINA FACILITIES

EXHIBIT "A"
CONTACT SHEET

Name: SH Marinas, LLC

Federal Taxpayer ID: 82-5299507

Mailing Address: 14785 Preston Rd Suite 975

City, State, & Zip Code: Dallas, Texas, 75254

Telephone: 972-331-6643 **Fax:** 972-406-5221

Email: jhogg@shmarinas.com

Submitted By: Jason Hogg

Title: Chief Investment Officer

FIRM Accepts Credit Cards*: (Yes) **No**

Accounting Contact:

Name: Jo Wilsmann **Title:** Corporate Controller

Email Address: jwilsmann@shmarinas.com **Phone:** 972-406-5216

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

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH
REQUEST FOR PROPOSAL 2020-02
MANAGING AND/OR LEASING MARINA FACILITIES

EXHIBIT "B"

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

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

1. This sworn statement is submitted with Bid, Proposal or Contract for RFQ 2020-02.

2. This sworn statement is submitted by (entity) Safe Harbor Marinas whose business address is 14785 Preston Rd Suite 975, Dallas TX 75254 and (if applicable) Federal Employer Identification Number (FEIN) is 82-5299507 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

3. My name is Jason Hogg and my relationship to the entity named above is Chief Investment Officer

4. I understand that a "public entity crime" as defined in Paragraph 287.133(a) (g). Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a) (b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:

    1. A predecessor or successor of a person convicted of a public entity crime; or

    2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The City of Fernandina Beach, Florida ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

CITY OF FERNANDINA BEACH
REQUEST FOR PROPOSAL 2020-02
MANAGING AND/OR LEASING MARINA FACILITIES

7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

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

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

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

Signature 4/29/2020 Date:

STATE OF ~~FLORIDA~~ TEXAS
COUNTY OF DALLAS

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 29th day of April, 2020, and is personally known to me, or has provided _____ as identification.

Meagan Kirk Thompson
Notary Public
My Commission expires: 06/03/2020

MEAGAN KIRK THOMPSON
Notary Public, State of Texas
Comm. Expires 06-03-2020
Notary ID 130687283

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH
REQUEST FOR PROPOSAL 2020-02
MANAGING AND/OR LEASING MARINA FACILITIES

EXHIBIT "C"
DRUG-FREE WORKPLACE CERTIFICATION

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

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or services a copy of the statement specified in paragraph 1.

4. In the statement in paragraph 1., notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.

5. Impose a sanction on, or require fine satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

COMPANY: Safe Harbor Marinas

CITY: Dallas STATE: TX ZIP CODE: 75254

SIGNATURE: _____ PHONE: 972-331-6643

NAME (TYPED OR PRINTED): Jason Hogg TITLE: Chief Investment Officer

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH
REQUEST FOR PROPOSAL 2020-02
MANAGING AND/OR LEASING MARINA FACILITIES

EXHIBIT "D"

CITY OF FERNANDINA BEACH, FLORIDA

E-VERIFY STATEMENT

Bid/Proposal Number: REQUEST FOR PROPOSAL 2020-02

Project Description: Request for Proposals (RFP) to parties interested in managing and/or leasing marina facilities in the City of Fernandina Beach, Florida.

I/FIRM acknowledges and agrees to the following:

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

1. All persons employed by the FIRM during the term of the Contract to perform employment duties within Florida; and

2. All persons assigned by the FIRM to perform work pursuant to the contract with the Department.

Individual/Company/Firm: Jason Hogg / Safe Harbor Marinas

Authorized Signature:

Title: Chief Investment Officer

Date: 4/29/2020

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH
REQUEST FOR PROPOSAL 2020-02
MANAGING AND/OR LEASING MARINA FACILITIES

EXHIBIT "E"
PROPOSER ACKNOWLEDGEMENTS AND AGREEMENTS

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

1. INTRODUCTION AND GENERAL INFORMATION
   Understands and agrees to all terms.

2. PROPOSAL INSTRUCTIONS, TERMS AND CONDITIONS
   Understands and agrees to all terms.

3. EVALUATION AND CONTRACT OVERVIEW
   Understands and agrees to all terms.

4. PROPOSER'S RESPONSE: SUBMITTAL INFORMATION
   Understands and agrees to all terms.

5. PROPOSER'S RESPONSE: PROPOSED TEAM
   Understands and agrees to all terms.

6. PROPOSER'S RESPONSE: PROPOSED COMPENSATION
   Understands and agrees to all terms.

Name: Jason Hogg Title: Chief Investment Officer

Signature: Date: 4/29/2020

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH
REQUEST FOR PROPOSAL 2020-02
MANAGING AND/OR LEASING MARINA FACILITIES

EXHIBIT "F"
CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with Bid, Proposal or Contract for RFP 2020-02.

This sworn statement is submitted by (entity) Safe Harbor Marinas whose business address is 14785 Preston Rd #975, Dallas TX 75254 and (if applicable) Federal Employer Identification Number (FEIN) is 82-5299507 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Jason Hogg and my relationship to the entity named above is Chief Investment Officer.

1. The above named entity is submitting a Proposal for the City of Fernandina Beach.
2. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon his/her own knowledge.
3. The Affiant states that only one submittal for the above proposal is being submitted and that the above named entity has no financial interest in other entities submitting proposals for the same project.
4. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above proposal. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.
5. Neither the entity not 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 4/29/2020
Date:

STATE OF ~~FLORIDA~~ TEXAS
COUNTY OF DALLAS

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 29th day of April, 2020, and is personally known to me, or has provided _____ as identification.

Meagan Kirk Thompson
Notary Signature

My Commission expires: 06/03/2020

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

MEAGAN KIRK THOMPSON
Notary Public, State of Texas
Comm. Expires 06-03-2020
Notary ID 130687283

CITY OF FERNANDINA BEACH
REQUEST FOR PROPOSAL 2020-02
MANAGING AND/OR LEASING MARINA FACILITIES

EXHIBIT "G"
NON-COLLUSION AFFIDAVIT

This sworn statement is submitted with Bid, Proposal or Contract for RFP 2020-02.

This sworn statement is submitted by (entity) Safe Harbor Marinas whose business address is 14785 Preston Rd #975, Dallas, TX 75254 and (if applicable) Federal Employer Identification Number (FEIN) is 82-5299507 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Jason Hogg and my relationship to the entity named above is Chief Investment Officer

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

Signature 4/29/2020
Date:

STATE OF ~~FLORIDA~~ TEXAS
COUNTY OF DALLAS

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 29th day of April, 2020 and is personally known to me, or has provided _____ as identification.

Meagan Kirk Thompson My Commission expires: 06/03/2020
Notary Signature

MEAGAN KIRK THOMPSON
Notary Public, State of Texas
Comm. Expires 06-03-2020
Notary ID 130687283

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH
REQUEST FOR PROPOSAL 2020-02
MANAGING AND/OR LEASING MARINA FACILITIES

EXHIBIT "H"
DISPUTES DISCLOSURE FORM

Answer the following questions by placing 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_x___

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

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

Safe Harbor Marinas	4/29/2020
Firm	Date
Authorized Signature	Jason Hogg, Chief Investment Officer
	Printed or Typed Name and Title

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 1
For
RFP 2020-02 MARINA MANAGEMENT-LEASING

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

ADDENDUM No. 1

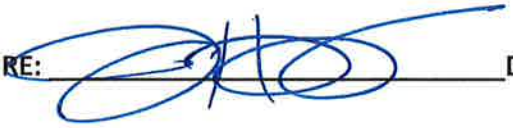
The following changes are applicable to the original RFP documents and specifications of **RFP 2020-02**. This Addendum No.1 now becomes part of the original Request for Proposal and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting the proposal. Failure to do so may disqualify the submittal.

Submitters shall thoroughly familiarize themselves with the contents of this Addendum before submitting the proposal.

NAME: Jason Hogg **TITLE:** Chief Investment Officer

ADDRESS: 14785 Preston Rd #975

CITY: Dallas **STATE:** TX

AUTHORIZED SIGNATURE:  **DATE:** 4/29/2020

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 1
For
RFP 2020-02 MARINA MANAGEMENT-LEASING

1. The RFP opening will be extended until April 30, 2020 at 2:00pm.
2. The budge for this can be found at https://www.fbfl.us/417/Budget.
3. Current contract attached.

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 2
For
RFP 2020-02 MARINA MANAGEMENT-LEASING

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

ADDENDUM No. 2

The following changes are applicable to the original RFP documents and specifications of **RFP 2020-02**. This Addendum No.2 now becomes part of the original Request for Proposal and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting the proposal. Failure to do so may disqualify the submittal.

Submitters shall thoroughly familiarize themselves with the contents of this Addendum before submitting the proposal.

NAME: Jason Hogg **TITLE:** Chief Investment Officer

ADDRESS: 14785 Preston Rd #975

CITY: Dallas **STATE:** TX

AUTHORIZED SIGNATURE: **DATE:** 4/29/2020

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 2
For
RFP 2020-02 MARINA MANAGEMENT-LEASING

Due to the COVID 19 restrictions, City facilities are closed to the public. Hand Delivered submittals will not be accepted. Only mailed or packaged submissions will be accepted.

LEASE

THIS LEASE (the **"Lease"**) made this 7th day of October 2014, between **the City of Fernandina Beach, Florida**, whose principal address is **204** Ash Street, Fernandina Beach, Florida 32034 (hereinafter referred to as **"Landlord"),** and **Westrec Marina Management, Inc.** a California corporation whose principal address is 16633 Ventura Boulevard, 6th Floor, Encino California 91436 (hereinafter referred to as **"Tenant"**).

1. **DEMISED PREMISES.** In consideration of the rents, covenants and Leases hereinafter reserved and contained on the part of the Tenant to be observed and performed, the Landlord demises and leases to the Tenant, and the Tenant rents from the Landlord those certain premises, known as the Dock House Retail, now erected and located at One North Front Street, Fernandina Beach, FL 32034 ,Fernandina Beach, Nassau County, State of Florida, which premises consists of a floor area of approximately six hundred (600) square feet and outdoor space contiguous to the present building. The premises shall be referred to herein as the **"Demised Premises"**. The land upon which the Demised Premises are located is referred to herein as the **"Land"**. This Lease and the rights of the parties set forth herein shall create the relationship of "landlord" and tenant" only between Landlord and Tenant. The exact legal description is set forth on **Exhibit "A".**

2. **TERM.** The term of this Lease shall continue ~~be~~, until either party gives the other party at least ninety (90) days written notice of termination,

3. **RENT.**

A. Base Rent. For each month under the term of this Lease, Tenant agrees to pay Landlord a Monthly Base Rent for the Demised Premises. The Monthly Base Rent shall be the greater of twenty five hundred dollars ($2,500) or 25% of the Monthly Gross Retail Sales. Said Base Rent shall he paid in arrears not later than the 10th day of each and every calendar month during said term. In addition to said Base Rent, Tenant agrees to pay the amount of the rental adjustments as and when hereinafter provided in this Lease. Said rental (including Base Rent, Additional Rent and all other sums payable to Landlord under this Lease) shall be paid to Landlord, without deduction or offset, in lawful money of the United States of America, which shall be legal tender at the time of payment, at the office of Landlord or to such other person or at such other place as Landlord may from time to time designate in writing.

4. **ADDITIONAL RENT.** Taxes. Tenant hereby agrees to pay any and all real property taxes and personal property taxes, sales taxes, charges and assessments which are levied,

assessed upon or imposed by any governmental authority or political subdivision thereof during any calendar year of the term hereof with respect to the Land and all buildings, including the Demised Premises, located thereon.

5. **USE OF DEMISED PREMISES**. Tenant's Business. The Demised Premises shall be used and occupied by Tenant for general retail purposes, including the sale of marina related retail items.

6. **OPTION TO RENEW**. Tenant may elect to extend the term of this Lease, with approval by the Fernandina Beach City Commission, in its sole discretion, which shall not be unreasonably withheld, upon the same covenants and conditions as herein provided. If Tenant shall elect to extend the term of this Lease, it shall do so by giving Landlord written notice at least one hundred eighty (180) days prior to the expiration of the primary term or of the then current extension.

7. **UTILITIES**. Tenant shall be solely responsible for, and shall promptly pay, all charges for use or consumption for water, sewer, telephone, sanitation, heat, gas, electricity or any other utility services.

8. **MAINTENANCE AND REPAIRS**. Tenant Responsibility. Tenant shall at Tenant's sole cost and expense keep and maintain the Demised Premises in good condition and repair; except damage thereto from causes beyond the reasonable control of Tenant. All damage or injury to the Demised Premises caused by the act or negligence of Tenant, its employees, agents or visitors, shall be repaired by Tenant at Tenant's sole cost and expense. Tenant shall upon the expiration or sooner termination of the term hereof surrender the Demised premises to Landlord in the same condition as they existed on the Commencement Date, ordinary wear and tear and damage from causes beyond the reasonable control of Tenant excepted. Landlord shall have no obligation to alter, remodel, improve, decorate, or paint the Demised Premises or any part thereof, and the parties hereto affirm that Landlord has made no representations to Tenant respecting the condition of the Demised Premises, except as specifically herein set forth. Tenant accepts the Demised Property in its "as is" condition.

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

liability the Landlord may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

10. **MECHANIC'S LIENS**. Tenant shall have no authority to subject the Demised Premises or the Land, or any part thereof or any interest of Landlord therein, to any mechanic's or other lien. Should any mechanic's or other liens be filed against the Demised Premises or the Land or any part thereof or any interest of Landlord therein, by reason of Tenant's acts or omissions or because of a claim against Tenant, Tenant shall cause the same to be canceled and discharged of record by bond or otherwise within ten (10) days after notice by Landlord.

11. **INSURANCE.**

A. Tenant Insurance/Property Damage. At all times during the term hereof, Tenant shall maintain in effect policies of property damage insurance covering: (i) all leasehold improvements (including any alterations, additions or improvements as may be made by Tenant pursuant to provisions of Paragraph 14 hereof) and in which Tenant may have an insurable interest; and (ii) trade fixtures, merchandise and other personal property from time to time in, on or upon the Demised Premises, in an amount not less than one hundred percent (100%) of their actual replacement cost from time to time during the term of this Lease, providing protection against any peril included within the classification "Fire and Extended Coverage" together with insurance against vandalism and malicious mischief. The proceeds of such insurance shall be used for the repair or replacement of the property so insured. Upon termination of this Lease following a casualty as set forth herein, the proceeds under subsection (i) shall be paid to Landlord and the proceeds under subsection (ii) shall be paid to Tenant.

B. Tenant Liability Insurance. Tenant shall, at all times during the term hereof and at its own cost and expense, procure and continue in force comprehensive general liability insurance for bodily injury and property damage, adequate to protect Landlord against liability for injury to or death of any person, arising in connection with the construction of improvements on the Demised Premises or use, operation or condition of the Demised Premises. Such insurance at all times shall be in an amount of not less than a combined single limit of One Million and 00/100 Dollars ($1,000,000.00), insuring against any and all liability of the insured with respect to the Demised Premises or arising out of the use or occupancy thereof.

C. Policy Form. All insurance required to be carried by Tenant hereunder shall be issued by responsible insurance companies, qualified to do business in the State of Florida. Each policy shall name Landlord as an additional insured, as their respective interests may appear, and copies of all policies or certificates evidencing the existence and amounts of such insurance shall be delivered to Landlord by Tenant at least ten (10) days prior to Tenant's occupancy of the Demised Premises. No such policy shall be cancelable or materially altered except after ten (10) days prior written notice to Landlord. Tenant shall furnish Landlord with renewals or "binders" of any such policy at least ten (10) days prior to the expiration thereof.

12. **DAMAGE AND RESTORATION.**

A. Tenant's Obligations. In the event the Demised Premises, or any portion thereof, should be damaged or destroyed, Tenant may, at its option reconstruct or restore the Demised Premises after any damage or destruction thereof.

B. Abatement of Rent. During the period commencing with the date of any such damage or destruction which Landlord elects hereunder to repair, reconstruct or restore, and ending with the completion of such repairs, reconstruction or restoration, the Base Rent and Additional Rent shall be proportionately abated in an amount equal to the proportion thereof which the number of square feet of gross floor area in the Demised Premises rendered un-tenantable thereby bears to the total number of square feet of gross floor area in the Demised Premises immediately prior to such damage or destruction. The full amount of said Base Rent and all other charges shall again become payable immediately upon the completion of such work of repair, reconstruction or restoration.

13. **RENOVATION.** Tenant shall have the right to renovate or remodel the current building, subject to approval by Landlord, which shall not be unreasonably withheld. The costs associated with renovation and remodeling shall include the cost of construction, permitting and design, and shall be referred to herein as Renovation Costs. The Renovation Costs shall be subject to City approval.

14. **EMINENT DOMAIN.** If the whole of the Demised Premises shall be taken, or such part thereof, shall be taken as shall substantially interfere with Tenant's use and occupancy of the balance thereof, under power of eminent domain, or sold, transferred, or conveyed in lieu thereof, either Tenant or Landlord may terminate this Lease as of the date of such condemnation or as of the date possession is taken by the condemning authority, whichever date occurs later. No award for any partial or entire taking shall be apportioned, and Tenant hereby assigns to Landlord any award which may be made in such taking or condemnation, together with any and all rights of Tenant now or hereafter arising in or to the same or any part thereof; provided, however, that nothing contained herein shall be deemed to give Landlord any interest in or require Tenant to assign to Landlord any award made to Tenant for the taking of personal property and fixtures belonging to Tenant and removable by Tenant at the expiration of the term hereof, as provided hereunder or for the interruption of, or damage to Tenant's business or for relocation expenses recoverable against the condemning authority. No temporary taking of a part of the Demised Premises, including parking facilities, shall give Tenant any right to terminate this Lease or to any abatement of rent hereunder.

15. **QUIET ENJOYMENT.** Landlord shall not take any action that restricts Tenant's quiet enjoyment of the property, except as provided hereunder. Landlord shall provide adequate access to the property during the term of the Lease including non-exclusive use of existing parking areas. Landlord shall have the right to improve the Demised Premises and surrounding areas, including but not limited to, the parking areas and waterfront property on the Amelia River. Tenant hereby acknowledges and understands that construction activity and/or disruption of Tenant's use and business enterprise on the Demised Premises is likely. No construction activity and/or disruption of Tenant's use and business enterprise on the Demised Premises, including parking facilities, shall give Tenant any right to terminate this Lease or to any abatement of rent hereunder, except as approved by the City Commission.

16. **DEFAULT BY TENANT/REMEDIES.**

A. **Defaults**. The occurrence of any one or more of the following events shall constitute a material default and breach of this Lease by Tenant:

1. The vacating or abandonment of the Demised Premises by Tenant.

2. The failure by Tenant to make any payment of rent or any other payment required to be made by Tenant hereunder, as and when due, where such failure shall continue for a period of ten (10) days after written notice thereof from Landlord to Tenant.

3. The making by Tenant of any general arrangement or assignment for the benefit of creditors, whereby; (a) Tenant becomes a "debtor" as defined in 11 U.S.C. §101 or any successor statute thereto (unless, in the case of a petition filed against Tenant, the same is dismissed within sixty (60) days); (b) the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located at the Demised Premises or of Tenant's interest in this Lease, where possession is not restored to Tenant within thirty (30) days; or (c), the attachment, execution or other judicial seizure of substantially all of Tenant's assets located at the Demised Premises or of Tenant's interest in this Lease, where such seizure is not discharged within thirty (30) days. Provided, however, in the event that any provision of this subparagraph is contrary to any applicable law, such provision shall be of no force or effect.

B. **Remedies**. In the event of any such material default or breach by Tenant, Landlord may at any time thereafter, with or without notice or demand and without limiting Landlord in the exercise of any right or remedy which Landlord may have by reason of such default or breach:

1. Terminate Tenant's right to possession of the Demised Premises by any lawful means, in which case this Lease shall terminate and Tenant shall immediately surrender possession of the Demised Premises to Landlord. In such event Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default including, but not limited to, the cost of recovering possession of the Demised Premises; expenses of re-letting, including necessary renovation and alteration of the Demised Premises, reasonable attorney's fees, and any real estate commission actually paid; the worth at the time of award by the court having jurisdiction thereof of the amount by which the unpaid rent for the balance of the term after the time of such award exceeds the amount of such rental loss for the same period that Tenant proves could be reasonably avoided; that portion of any leasing commission paid by Landlord applicable to the unexpired term of this Lease.

2. Maintain Tenant's right to possession in which case this Lease shall continue in effect whether or not Tenant shall have abandoned the Demised Premises. In such event Landlord shall be entitled to enforce all of Landlord's rights and

remedies under this Lease, including the right to recover the rent as it becomes due hereunder.

3. Pursue any other remedy now or hereafter available to Landlord under the laws or judicial decisions of the state wherein the Demised Premises are located. Unpaid installments of rent and other unpaid monetary obligations of Tenant under the terms of this Lease shall bear interest from the date due at the maximum rate then allowable by law.

17. **DEFAULT BY LANDLORD/REMEDIES/EXCULPATION.** Landlord shall not be in default unless Landlord fails to perform obligations required of Landlord within a reasonable time, but in no event shall Landlord be deemed in default sooner that thirty (30) days after written notice by Tenant to Landlord, specifying wherein Landlord has failed to perform such obligation; provided, however, that if the nature of Landlord's obligation is such that more than such thirty (30) days are required for performance, then Landlord shall not be in default if Landlord commences performance within such thirty (30) day period and, thereafter, diligently prosecutes the same to completion. Anything in this Lease to the contrary notwithstanding, Landlord shall be liable for any damages resulting from its default under the terms of this Lease.

18. **ASSIGNMENT AND SUBLETTING.** Tenant shall be permitted to assign this Lease or sublet its rights, duties, or obligations hereunder with the prior written consent of Landlord, which consent shall not be unreasonably withheld.

19. **END OF TERM.**

A. At the expiration of this Lease, Tenant shall surrender the Demised Premises in the same condition as it was in upon delivery of possession thereto under this Lease, reasonable wear and tear excepted, and shall deliver all keys and combinations to locks, safes and vaults to Landlord. Before surrendering the Demised Premises, Tenant shall remove all its personal property, trade fixtures, inventory, alterations, additions and decorations, and shall repair any damage caused thereby. Tenant's obligations to perform this provision shall survive the end of the term of this Lease. If Tenant fails to remove its property upon the expiration of this Lease, the said property, at Landlord's option, shall be deemed abandoned and shall become the property of Landlord.

B. If the Demised Premises are not surrendered at the end of the term, then Tenant shall indemnify Landlord against loss or liability resulting from delay by Tenant in so surrendering the Demised Premises, including, without limitation, any claims founded on such delay made by any succeeding occupant of the Demised Premises or any part thereof, and Tenant shall be liable to Landlord for any and all legal expenses, costs, and fees incurred by Landlord in obtaining the possession of the Demised Premises.

20. **HOLDING OVER.** Any holding over after the expiration of this term or upon termination, shall be construed to be a tenancy from month to month and shall otherwise be on the terms herein specified so far as applicable.

21. **NO WAIVER**. Failure of Landlord to insist upon the strict performance of any provision or to exercise any option or enforce any rules and regulations shall not be construed as a waiver for the future of any such provision, rule or option. The receipt by Landlord of rent with knowledge of the breach of any provision of this Lease shall not be deemed a waiver of such breach. No provision of this Lease shall be deemed to have been waived unless such waiver be in writing signed by Landlord. No payment by Tenant or receipt by Landlord of a lesser amount than the monthly rent shall be deemed to be other than on account of the earliest rent then unpaid nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy provided in this Lease.

22. **NOTICES**. Any notice, demand, request or other instrument which may be or required to be given under this Lease shall be delivered in person or sent by United States Certified or Registered Mail, postage prepaid, and shall be addressed to either party at the address as hereinabove given. Any notice shall be deemed delivered upon hand deliver or three (3) days after depositing such notice in postal receptacles, return receipt requested. Either party may designate such other address as shall be given by written notice.

23. **RECORDING**. Tenant shall record this Lease.

24. **PARTIAL INVALIDITY**. If any provision of this Lease or application thereof to any person or circumstance shall, to any extent, be invalid, the remainder of this Lease or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby and each provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

25. **PROVISIONS BINDING, ETC.** Except as otherwise expressly provided, all provisions herein shall be binding upon and shall inure to the benefit of the parties, their legal representatives, successors and assigns and any sale by Landlord of the Land or of the Demised Premises shall be subject to this Lease provided the same is not in default at the time of such sale. Each provision to be performed by Tenant shall be construed to be both a covenant and a condition, and if there shall be more than one lessee, they shall all be bound, jointly and severally, by these provisions.

26. **ENTIRE LEASE, ETC.** This Lease and the Exhibits, Riders and/or Addenda if any attached, set forth the entire Lease between the parties. Any prior conversations or writings are merged herein and extinguished. No subsequent amendment to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by the party sought to be charged. Submission of this Lease for examination does not constitute an option for the Demised Premises and becomes effective as a Lease only upon execution and delivery thereof by Landlord to Tenant. It is herewith agreed that this Lease contains no restrictive covenants in favor of Tenant. The captions and numbers appearing herein are inserted only as a matter of convenience and are not intended to define, limit, construe or describe the scope or intent of any paragraph, nor in any way affect this Lease.

27. **NO PARTNERSHIP**. Nothing contained in this Lease shall, or shall be deemed or construed so as to create the relationship of principal-agent, joint venturers, co-adventurers, partners or co-tenants between Landlord and Tenant; it being the express intention of the parties that they are and shall remain independent contractors one as to the other.

28. **RADON GAS DISCLOSURE**. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

29. **PUBLIC RECORDS LAW REQUIREMENTS.** Pursuant to Section 119.0701, Florida Statutes, Westrec shall: (a) keep and maintain all public records as that term is defined in Chapter 119, Florida Statutes ("Public Records"), that ordinarily and necessarily would be required by the City in order to perform the work contemplated by this Agreement; (h) 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 Puhlic Records and transfer, at no cost to the City, all public records in possession of Westrec within thirty (30) days after termination of this Agreement, however terminated, and destroy any duplicate Public Records that are exempt or confidential and exempt from public records disclosure requirements and provide the City with a letter confirming that this has been done within thirty (30) days of the termination of this Agreement. All Public Records stored electronically must be provided to the City in a format that is compatible with the information technology of the City. If Westrec does not comply with a public records request, the City may pursue any and all remedies available in law or equity, including but not limited to specific performance.

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Lease as of the day and year first above written.

LANDLORD:

ATTEST:

CITY OF FERNANDINA BEACH

Caroline Best, City Clerk

Joe Gerrity, City Manager

APPROVED AS TO FORM AND LEGALITY:

Tammi E. Bach, City Attorney

WITNESS:

TENANT:

WESTREC MARINA MANAGEMENT, INC., a California Corporation

Witness Signature

By:

MARY PASTORE

Print Name of Witness

Name: WILLIAM W. ANDERSON

Title: PRESIDENT

Exhibit A

DOCKHOUSE & FUEL DOCK

A building and adjacent dock area which is utilized for marina operations, including retail sales, fuel dispensers and outdoor display area that is located upon a floating dock located within the City of Fernandina Beach Marina, more particularly described as:

A portion of the floating dock lying west of and immediately adjacent to the west property line of Water Lot 25, City of Fernandina Beach, Nassau County Florida as shown on the Official Plat of said City as lithographed and issued by the Florida Railroad Company in 1857 and enlarged, revised and re-issued by the Florida Town Improvement Company in 1887 and 1901, said portion of floating dock being approximately 50 feet long by 20 feet wide.

Encumbering 1,000 square foot, more or less.

Resolution 2014-141
Exhibit "A"

Date: September 18, 2014

Marina Management Agreement

Between Westrec Marina Management, Inc.,

and

City of Fernandina Beach, Florida

Table of Contents

1. Documents Comprising Contract. 1
2. General Contract Terms. 2
3. Management. 5
4. Authority of Westrec. 6
5. Duties of City. 12
6. Compensation of Westrec. 12
7. Fiscal Non-funding. 13
8. Audit. 13
9. Public Emergencies. 13
10. Sales Tax. 13
11. City's Ownership of Improvements. 13
12. Hours of Operation. 13
13. Termination by the City or Westrec. 14
14. Limiting Legislative or Judicial Action. 14
15. Nondiscrimination. 14
16. Hurricane Preparedness. 15
17. Termination of Agreement. 15
18. Approvals. 15
19. Rights Reserved to the City 15
20. Lien. 15
21. Submerged Land Lease. 15
22. Compliance with City's Internal Control Processes. 15
23. City's Mooring Fields 16
24. Recycled Material. 16
25. Infringement of Patent, Trademarks or Copyrights. 16
26. Signage. 17
27. Condemnation. 17
28. Mechanic's Liens. 17
29. Indemnity. 18
30. Alternative Dispute Resolution. 18
31. Current Marina Debt. 18
32. Reservations. 19
33. Facilities. 19
34. Festivals and Special Events. 19
35. Collection of Delinquent Accounts. 19
36. Use of Trademarks, Service Marks and Related Items 20
37. Public Records Law Requirements 23

MARINA MANAGEMENT AGREEMENT

THIS MARINA MANAGEMENT AGREEMENT (the "Agreement") dated October 7, 2014 is between Westrec Marina Management, Inc., a California corporation ("Westrec"), 16633 Ventura Boulevard, 6th Floor, Encino, CA 91436, and City of Fernandina Beach, Florida, a Municipal Corporation, ("City"), 204 Ash Street, Fernandina Beach, FL, 32034:

RECITALS

A. City owns the Marina located at 1 Front Street, known as Fernandina Harbor Marina (the "Marina").

B. It is the intention of City that the wet slips at the Marina be rented to third parties for use as temporary boat storage facilities, that the other buildings be leased for communal and retail activity, and that the Marina facilities are put to their intended use.

C. Westrec is in the business of managing marinas and currently manages similar facilities.

D. City wants Westrec to manage the Marina and Westrec wants to manage the Marina in accordance with the terms and conditions of this Agreement as hereinafter set forth in the location described as the Marina Operating Area ("MOA") described in Exhibit 3.

E. City's intent in retaining Westrec is to have a vital, financially successful and self-supporting marina by increasing overall net revenue to pay for all fixed and variable costs including annual debt service.

F. The City finds that this Agreement serves both a public purpose and a municipal purpose.

AGREEMENT

NOW, THEREFORE, in consideration for the mutual covenants herein contained, Westrec and City agree as follows:

1. **Documents Comprising Contract.**

The contract shall include this Agreement as well as the following documents which are incorporated herein by reference:

(a) The City of Fernandina Beach Request for Proposal "RFP" (RFP #2009-103), its Exhibits and Attachments issued on June 3, 2009, and all of its addenda.

(b) Westrec's proposal, including its certificate of insurance as required by the RFP and other required documents.

(c) Exhibits

(1) Marina (Tax Free) Debt Service schedule
(2) Marina (Taxable) Debt Service schedule
(3) Marina Operating Area
(4) List of Current Marina Employees and Job Descriptions
(5) Submerged Land Lease

(d) Attachments

(1) Current leases in Marina Operations Area
    (a) One Centre Street Restaurant Group
    (b) Atlantic Seafood
    (c) Amelia Island Charter Fishing Boat Association (month to month)
    (d) Amelia Island Cruises
(2) Florida Inland Navigation District Agreement (FIND)
(3) Boating Infrastructure Grant Program (BIGP)
(4) Applicable City policies
    (a) Purchasing Policies and Procedures
    (b) Budget Policy
    (c) City Sign Code
    (d) Mooring Field Grant
(5) The City 2014-15 Pro Forma Marina Budget

If there is a conflict between the terms of this Agreement and above-referenced documents then the conflict shall be resolved as follows: the terms of this Agreement shall supersede over other documents, and the terms of the remaining documents shall be given preference in their above-listed order.

2. **General Contract Terms.**

(a) **Non-exclusive Contract.**

Award of this contract shall impose no obligation on the City to utilize Westrec for all work of the type which may develop during the contract period. This is not an exclusive contract.

(b) **Additional Services and Locations.**

The City reserves the right to request additional services relating to this Agreement from Westrec when approved by the Parties, in accordance with additional services as set forth in the RFP. Westrec shall provide such additional requirements as may become necessary. The City reserves the right to unilaterally add or delete locations or services at its sole option as it may deem necessary or in the best interests of the City. In such case, Westrec will be required to

provide services pursuant to this Agreement in accordance with the terms, conditions and specifications, and as set forth in an amendment approved by the Parties.

(c) **Entirety of Agreement.**

Parties hereto agree that this Agreement sets forth the entire agreement between the parties and there are no promises or understandings other than those stated herein. None of the provisions, terms or conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except as may be specifically authorized herein or by written instrument executed by the parties hereto. This Agreement and the exhibits and attachments hereto and other documents and agreements specifically referred to herein constitute the entire fully integrated Agreement between the parties with respect to the subject matter hereof and supersede all prior or contemporaneous verbal or written communication or agreements between the parties with respect hereto excepting any past or contemporaneous written or verbal agreements expressly and clearly incorporated by reference within the four corners of this Agreement. This Agreement may only be amended by written documents, properly authorized, executed and delivered by both parties hereto. For the City, appropriate authorization shall be construed to mean formal action by the elected officials of the City, except where specified within this Agreement that the City Manager or his or her designee shall have approval or authority. This Agreement shall be interpreted as a whole unit. This Agreement shall not be construed in favor of one party or the other. All matters involving this Agreement shall be governed by the laws of the State of Florida and the proper venue for any litigation arising hereunder will be a state or federal court located in Florida with venue within Nassau County, Florida.

(d) **Headings.**

Headings of various paragraphs and sections of this Agreement and its table of contents are for convenience and use of reference only and shall not be construed to define, limit, augment or describe the scope, context or intent of this Agreement or any part or parts of this Agreement.

(e) **Severability.**

The terms and conditions of this Agreement shall be deemed to be severable; consequently, if any clause, term or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions and notwithstanding such determination, this Agreement shall continue in a full force and effect unless the particular clause, term or condition held to be illegal or void renders the balance of the Agreement to be impossible of performance

(f) **No Waiver of Right to Enforce.**

The waiver of any breach or any term covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or any subsequent breach of the same or any other term, covenant or condition herein contained. No covenant, term, or condition shall be deemed to have been waived, unless such waiver be in writing. Nor shall there be any accord and satisfaction unless expressed in writing and signed by both the City and Westrec.

(g) **Performance.**

Service shall be performed in a timely manner as specified in the RFP.

The Parties expressly agree that time is of the essence in the performance of this Agreement and the failure to complete the performance within the time specified, or within a reasonable time if no time is specified herein, shall relieve the Parties of any obligation to accept such performance.

(h) **Notices.**

Any notice required or permitted herein is to be given in writing and shall be personally delivered or mailed, first class postage prepaid or delivered by an overnight delivery service to the respective addresses of the parties set forth below their signatures on the signature page hereof, or to such other address as any party may give to the other in writing. Any notice required by this Agreement will be deemed to have been given and received when personally served or one (1) day after delivery to an overnight delivery service or five (5) days after deposit in the first class mail.

To the City: City Manager
City of Fernandina Beach
204 Ash Avenue
Fernandina Beach, Florida 32034
Attn: City Manager

To Westrec: Westrec Marina Management, Inc.
16633 Ventura Boulevard, 6th Floor
Encino, CA 91436

With copy to: Westrec Marinas
801 North East Third Street
Dania Beach, Florida 33004
Attn: Gary Groenewold
Vice President Southern Area

With copy to: Shutts & Bowen LLP
Attention: Stephen K. Tilbrook, Partner
200 East Broward Boulevard
Suite 2100
Fort Lauderdale, FL 33301

(i) **Remedies.**

Each party shall have full remedies available under existing laws, including, but not limited to, the Uniform Commercial Code, mediation, alternative dispute resolution and all state and federal courts of any jurisdiction.

(j) **Assignment, Subcontracting, Corporation Acquisitions and/or Mergers.**

Westrec shall perform this contract. No assignment or subcontract shall be allowed without the prior written consent of the City in the event of a corporate acquisition and/or merger. Westrec shall provide a written notice to the City within the 30 business days of any assignment or subcontract. In the event of an assignment of the contract to a wholly owned subsidiary of Westrec, the City's written consent shall not be unreasonably withheld.

(k) **Miscellaneous.**

If it shall become necessary for either party hereto to engage attorneys to institute legal action for the purpose of enforcing its rights hereunder or for the purpose of defending legal action brought by the other party hereto, the party or parties prevailing in such litigation shall be entitled to receive all costs, expenses and fees (including reasonable attorneys' fees) incurred by it in such litigation (including appeals). This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. No representative of Westrec is authorized to make any representations, warranties or agreements other than as expressly set forth herein. Any consent required by this Agreement to be given by City to Westrec shall be given in writing. Westrec hereby disclaims any implied or express warranties, guarantees or representations of any kind other than as expressly set forth in this Agreement.

3. **Management.**

(a) **Term.**

City hereby engages Westrec to manage the Marina and Westrec hereby agrees to manage the Marina until this Agreement is terminated in accordance with Section 13 below.

(b) **Other Marinas.**

City acknowledges that Westrec is in the business of managing marinas both for its own account and for others. It is hereby expressly agreed that Westrec and its affiliates may continue to engage in such activities, may manage facilities other than those presently managed by it so long as the facilities are not in direct or indirect competition with City. Westrec agrees not to manage or lease any other facility within twenty (20) nautical miles of the City's marina without the express written consent of the City.

(c) **Relationship of Parties.**

In the performance of its duties under this Agreement, Westrec shall occupy the position of an independent contractor with respect to the City. Nothing contained herein shall be construed as making the parties hereto partners, nor, except as expressly otherwise provided for herein, construed as making Westrec an agent or employee of the City.

(d) **Independent Contractor Status and Compliance with the Immigration Reform and Control Act of 1986.**

Westrec is and shall remain an independent contractor and is neither agent, employee, partner nor joint venturer of the City. Westrec acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 located at 8 USC Section 1324 et seq. and regulations relating thereto as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach and shall be grounds for immediate termination of the contract at the discretion of the City.

4. **Authority of Westrec.**

(a) **General Authority.**

Westrec hereby agrees to provide the City with Marina Management Services as requested as specifically outlined in the RFP, this Agreement and all subsequent official documents that form the contract documents for this Agreement, subject to budget and City policy restrictions and procedures stated or referenced herein. Westrec shall have the authority to fully and completely supervise and direct the operations of the Marina and matters associated or related to the operation of the Marina, including boat slip rentals, diesel gasoline sales, convenience store sales, and supervision of all leases of space at the Marina referenced in Attachment 1. City shall execute such documents as Westrec, in its reasonable judgment, deems necessary or advisable for Westrec to carry out its management of the Marina. Such authority shall include authority to direct the matters specified below, which are not in limitation of the foregoing.

(b) **Renting of the Marina.**

Westrec shall use its reasonable discretion to establish the terms and conditions of occupancy of boat slips in the Marina. The City shall set the rates for the boat slip rentals. Westrec is hereby authorized to assist the City's employees in entering into rental agreements with such tenants and to collect rent from such tenants. The form of rental agreement shall be prepared, reviewed, as appropriate by Westrec and recommended to the City for acceptance.

(c) **Marketing and Advertising.**

Westrec shall establish the policies and procedures which it deems necessary or advisable for directing the marketing activities of personnel engaged by or on behalf of City relating to the Marina subject to authorized budget appropriations and restrictions. Westrec shall cause City to advertise in such media and to the extent Westrec deems necessary and appropriate. All advertising of the Marina, including signs, may be carried under the Westrec name and/or the name of the Marina. All advertising and marketing costs shall be paid directly by the City, subject to the approved marina budget or any subsequent approvals.

(d) **Repair, Maintenance and Improvements.**

Westrec shall make and execute, or supervise and have control over the making and executing of, all decisions concerning the acquisition of furniture, fixtures and supplies for the Marina, and the purchase, lease or other acquisition of the same, on behalf of the City. Westrec shall make and execute, or supervise and have control over the making and executing of, all decisions concerning the routine day-to-day maintenance, repair and landscaping of the Marina, on behalf of the City. In connection with performance of routine day-to-day maintenance, repair and landscaping, Westrec shall negotiate and supervise the installation of minor capital improvements related to the Marina which Westrec, in its reasonable discretion, deems necessary or appropriate; provided, however, that Westrec shall obtain the prior approval of the City for all expenditures in excess of five hundred dollars ($500.00) for any one item (except monthly or recurring operating charges and/or emergency repairs if in the opinion of Westrec such expenditures are necessary to protect the Marina from damage or to maintain services to the tenants as called for in their leases). Westrec agrees to follow and comply with the City's Purchasing Policies and Procedures. All repair, maintenance and improvement costs shall be paid directly by the City, subject to the approved marina budget or any subsequent approvals.

(e) **Personnel.**

Westrec shall select, hire, discharge and supervise all labor and employees which it deems necessary or advisable for the operation and maintenance of the Marina. Westrec may hire the types and number of Marina Personnel as Westrec, in its reasonable discretion, deems appropriate for operation and management of the Marina, subject to the provisions in subsection (g), Budget. Westrec shall have the authority for the supervision of all employees, for the determination of employee compensation, including any incentives, bonuses and benefits, and for the establishment of policies and procedures relating to employment. Westrec shall pay for all costs of on-site employees (including without limitation payroll taxes, insurance, 401-K plan contributions and all other employee fringe or other benefits), as specified in subsection (g) Budget. The cost of Marina Personnel is the responsibility of the City as set forth in the approved marina budget, and the cost of Marina Personnel will be paid by the City to Westrec as invoiced monthly by Westrec.

Throughout the terms of this Agreement, Westrec shall employ a qualified full-time, on-site manager ("Marina Manager") having experience in the management of a marina of this type who shall be available during normal business hours and be delegated sufficient authority to ensure competent performance and fulfillment of the responsibility of the management agreement and to accept serviceable notices provided for herein. The on site Marina Manager shall be part of the Marina Personnel, and the Marina Budget shall include the costs of the on-site Marina Manager. The cost of Westrec personnel who supervise, or otherwise participate in the management, administration and operation of the Marina, but also do work for Westrec and/or other marinas managed by Westrec, will be covered by the Administration Fee (as defined in Section 6 - Compensation of Westrec) paid by the City to Westrec. These persons include Westrec personnel responsible for: (i) the direct supervision of on-site personnel; (ii) training of on-site and supervisory managers; (iii) the coordination and supervision of routine repairs and maintenance at the Marina; (iv) supervision of the procedures relating to eviction of delinquent

tenants and sale of delinquent tenants' property; (v) overseeing inventory and supplies of the type used by the Marina; (vi) marketing; (vii) administering the payroll for on-site employees, including the administration, withholding and payment of applicable compensation coverage on behalf of and for the account of City; and (viii) accounting and other services relating to the operation and administration of the Marina. City understands and acknowledges that some or all of such persons may be simultaneously engaged by and/or for the account of City and by and/or for other marinas managed by Westrec, some of whom may (i) be affiliates of Westrec and (ii) compete with City. Westrec shall not be separately reimbursed for the time of its executive officers devoted to City's affairs or for the other overhead expenses of Westrec.

Westrec's employees in contact with the public shall perform their duties in an efficient and courteous manner. Westrec shall insure all its personnel are courteous and cooperative and present a neat, clean and professional appearance at all times. Failure of an employee to do so shall be grounds for the City to demand his or her removal from duties on the Marina property. Westrec shall provide the City with the name and telephone number of a management person who will be on call at all times for emergencies or other matters related to the operations under this Agreement. At the conclusion of this Agreement, City agrees to use its best efforts to rehire the employees listed on Exhibit 4, with credit for previous City length of service and seniority.

(f) **Budget.**

Westrec agrees, to the extent reasonable and feasible, to operate the Marina in accordance with the approved budget. Westrec shall annually, beginning with Fiscal Year 2014-2015, develop a proposed budget, in conjunction with the City's budget preparation process, which shall be reviewed and approved by the City Manager and City Commission. The annual budget submittal shall include, but not be limited to, all of the proposed revenue sources and expenditures for the Marina. The proposed revenue projection shall include detailed written justification to support the proposed sources and projections. Westrec in proposing the annual expenditure budget shall include, but not be limited to, the following:

(1) **Personnel Costs.** An organizational chart listing all of the full and part-time positions that Westrec is proposing, their positions with titles, number in each position, proposed pay ranges, and benefit costs for each position.

(2) **Marketing and Promotion Costs.** Westrec shall provide a comprehensive marketing and promotion budget which will list the proposed specific expenditures to support the proposed plan.

(3) **Proposed Capital Improvement and Repair Maintenance Plan.** Westrec shall develop a proposed detailed Capital Improvement and Repair Maintenance Plan that specifically describes each proposed expenditure, activity, justification or need for activity, and the estimated cost.

(4) **City's Overhead Costs.** Westrec shall provide a detailed list and projected cost for each expenditure.

(g) **Agreements.**

Westrec shall have the authority to negotiate and recommend to the City such agreements which Westrec deems necessary or advisable for the furnishing of utilities, services, concessions and supplies, for the maintenance, repair and operation of the Marina and such other agreements which may benefit the Marina or be incidental to the matters for which Westrec is responsible hereunder.

(h) **Other Decisions.**

Westrec shall make all decisions in connection with the day-to-day operations of the Marina.

(i) **Regulations and Permits.**

Westrec will observe, obey and comply with all rules and regulations adopted by the City and all laws, ordinances, and or rules and regulations of other governmental units and agencies having lawful jurisdiction, which may be applicable to the operations under this Agreement. Failure to do so will constitute a breach of this Agreement. Westrec shall procure all required permits, licenses and approvals, on behalf of the City, for the operation and performance under this Agreement. All permit or regulatory fees or costs shall be paid directly by the City, subject to the approved marina budget or any subsequent approvals.

(j) **Management Records and Reports of Disbursements and Collections.**

Westrec shall establish, supervise, direct and maintain the operation of a system of record keeping and bookkeeping with respect to all receipts and disbursements in connection with the management of the Marina. The books, records and accounts shall be maintained at the City's Marina. City acknowledges that any budgets or projections prepared by Westrec for City are only estimates of revenues and expenses, that the initial budgets and projections prepared by Westrec will be based in part on information provided hy City, that any projections prepared by Westrec are subject to, and may be affected hy, changes in financial, economic, competitive and other conditions and circumstances beyond Westrec's control and that such projections and budgets are not to be construed as a guarantee by Westrec of the actual results to be obtained from operations. City acknowledges that Westrec makes no representations or warranties as to the results to be obtained from operations. City acknowledges that Westrec has no knowledge, and cannot certify the accuracy of any historical information provided to Westrec by City. All receipts and disbursements in connection with Marina operations will be recorded on the City's books using software provided by the City utilizing Westrec personnel. All receipts will be deposited into the City's bank account. Receipts will be accounted for on tbe City's books by Westrec personnel. All purchases for the Marina which fall under the City's area(s) of responsibility shall be made such that they are in compliance with the City's Purchasing Policy, Procedures and Code. Requests for disbursements will be processed through the City's accounting system and paid with City's funds. Westrec will have access to the City's accounting system to print and analyze financial data for the Marina on an on-going basis.

(k) **Collection.**

Westrec shall analyze and direct the collection and billing of all accounts receivable due

to the City with respect to the Marina and shall be responsible for establishing policies and procedures to minimize the amount of bad debts.

(l) **Legal Actions.**

Westrec shall cause to be instituted, on behalf and in the name of the City, any and all legal actions or proceedings Westrec deems necessary or advisable to collect charges with the advice and consent of the City, rent or other income due to City with respect to the Marina or to oust or dispossess tenants or other persons unlawfully in possession under any lease, license, concession agreement or otherwise, and to collect damages for breach thereof or default thereunder by such tenant, licensee, concessionaire or occupant. The costs of all such legal actions or proceedings shall be borne by City. Westrec shall also assist the City in the defense of any and all actions and proceedings brought by tenants, suppliers, vendors and similar persons relating to the Marina and City shall be responsible for satisfying and paying the costs of defending all such claims to the extent not covered by insurance. Westrec shall provide notice to City of any and all actions or proceedings instituted by, on behalf of, or against the City.

(m) **Insurance.**

The City shall pay for and maintain all necessary insurances including but not limited to property casualty insurance for the MOA, Marina Operators Legal Liability, automobile coverage, theft coverage, and environmental pollution coverage, listing Westrec as an additional named insured. Westrec shall provide workers compensation coverage. The costs incurred by the City and Westrec for insurance coverage applicable to the MOA or marina operations shall be included in the approved marina budget and shall be paid or reimbursed by the City, pursuant to the approved marina budget.

Westrec shall provide to the City a certificate of coverage. Westrec shall maintain workers compensation coverage, throughout the term of this Agreement, and the policy shall prohibit termination, expiration, cancellation, or substantial modification without at least thirty (30) days prior written notice to the City.

As a part of the marina budget planning process for each subsequent Fiscal Year (beginning in FY 2014-2015), all insurance coverage will be re-evaluated and specific coverage may be redistributed between the City and Westrec depending on what is most advantageous to the parties. However, at all times the cost for insurance coverage for the MOA and the marina operations shall remain a part of the marina budget and will ultimately be paid or reimbursed by the City.

(n) **Restrictions.**

Notwithstanding anything to the contrary set forth in this Section 4, Westrec shall not be required to do, or cause to be done, anything for the account of City (i) which may make Westrec liable to third parties; or (ii) which may not be commenced, undertaken or completed because of insufficient funds of City.

(o) **Force Majeure.**

Neither the City nor Westrec is required to perform any term or covenant of this Agreement so long as performance is delayed or prevented by *force majeure*, which includes acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and any other cause not reasonably within the City's or Westrec's control and that the City or Westrec cannot, by exercising due diligence, prevent or overcome in whole or in part.

(p) **City Approval**

Westrec agrees it will obtain prior approval from the City prior to implementing changes on the following matters:

(1) Changes from the original approved plans, activities signage and graphics;
(2) Equipment Westrec plans to install requiring any building or facility modifications;
(3) Any use of the City's name or City seal;
(4) Any improvements to be constructed on the Marina property;
(5) Hours of daily operation;
(6) Uniforms to be used by the employees; and
(7) The décor of the Marina and all signs to be installed directed or displayed in or on the Marina property and any changes thereto at anytime during this Agreement.

Further it is understood by Westrec, that should any changes related to the above items be disapproved, either Party may offer alternative solutions.

(q) **Shared Expenses.**

The parties acknowledge that certain economies may be achieved with respect to certain expenses to be incurred on behalf of City hereunder if materials, supplies, insurance or services are purchased by Westrec in quantity for use not only in connection with the Marina but in connection with other marinas managed by Westrec or its affiliates. Westrec shall have the right, with the advice and consent of the City, to purchase such materials, supplies, insurance or services in its own name and charge City a pro rata share of the cost; provided, however, that the pro rata cost of such purchase to City shall not result in expenses greater than would otherwise be incurred at competitive prices and on terms available in the area where the Marina is located or the service is rendered; and, provided further, Westrec shall provide a copy of the financial records to the City upon request and shall make records available to City at Westrec's corporate headquarters office at all reasonable times after reasonable notice to Westrec so City may review any such expenses incurred.

(r) **Reporting Requirements.**

Westrec must submit a monthly written report to the City Manager including but not limited to:

(1) Occupancy (both numbers and dollars), historical comparison;
(2) Fuel sales (both numbers and dollars), historical comparison;
(3) Marketing and promotions;
(4) Non-routine expenses;
(5) Capital improvements status report;
(6) Insurance claims;
(7) Litigation; and
(8) Safety and environmental incidents.

(s) **Business Continuity Plan.**

Westrec shall provide the City with a copy of its business continuity plan covering the Marina as well as the company head office. Westrec will provide the City with the results of any testing of its business continuity plan.

5. **Duties of City.**

City shall cooperate with Westrec in the performance of its duties under this Agreement and to that end, upon the request of Westrec, City agrees to provide reasonable office space for Westrec employees on the premises of the Marina, to give Westrec access to all files, books and records of City relevant to the Marina, and to execute all documents and instruments as Westrec, in its reasonable judgment, deems necessary or advisable to enable it to carry out its management of the Marina.

6. **Compensation of Westrec.**

Westrec agrees to operate and maintain the Marina and associated property on a negotiated fixed fee and variable fee basis.

(a) **Fixed Fee Component.**

The City shall pay Westrec a Fixed Fee Component of Ninety-Five Thousand Two Hundred Sixty-Eight Dollars and Fifty-Six Cents ($95,268.56) annually, unless and until the parties negotiate a different amount. Such payment shall be paid in twelve monthly installments on the 15th of each month commencing January 15, 2015.

(b) **Variable Fee Component.**

In addition, the City shall pay Westrec a Variable Fee Component payment equal to one percent (1%) of the Marina Gross Revenues. In no event may the Variable Fee Component payment exceed the Fixed Fee Component. For purposes of this Agreement, "Marina Gross Revenues" means gross revenues of the Marina for Slip rental (including seasonal, transient and commercial rents), fees for the Mooring Field, and Leases in the MOA, excluding the existing casino boat lease, so long as the casino boat does not occupy a slip at the Marina. For the purposes of this calculation, Marina Gross Revenues does not include Gas and Diesel revenues, nor retail revenues for the Dock House Retail Area pursuant to the Lease Agreement for the Dock House Retail Area. The Variable Fee Component payment will be made quarterly in arrears, not later than 30 days following the end of each quarter.

7. **Fiscal Non-funding.**

In the event that sufficient budgeted funds are not available for any new fiscal period, the City shall notify Westrec of such occurrence and the Agreement shall terminate on the last day of the then current fiscal period without expense or penalty to the City.

8. **Audit.**

Westrec shall retain all records relating to this contract for a period of at least three years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, City reserves the right to audit such records pursuant to City policy.

9. **Public Emergencies.**

It is hereby made part of this contract that before, during and after a public emergency, disaster, hurricane, tornado, flood or other acts of God, that City shall require a "first priority" for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation that threatens public health and safety as determined by the City. Westrec agrees to rent, sell, lease all goods and services to the City or governmental entities on a "first priority" basis. The City expects to pay a fair and reasonable price for all products and services rendered or contracted in the event of a disaster, emergency, hurricane, tornado, or other acts of God.

10. **Sales Tax.**

Westrec shall pay the prevailing State of Florida sales and use tax for any amounts payable under this Agreement.

11. **City's Ownership of Improvements.**

Upon the expiration of this Agreement, for any reason, all existing and any future installed fixtures, equipment, improvements and appurtenances attached to or built into the Marina in such a manner as to become part of the freehold whether or not by the expense of Westrec, shall become and remain a part of and be surrendered with the Marina property. Any furniture, furnishings, equipment or other articles of moveable personal property owned by Westrec and located on the Marina property shall be and remain the property of Westrec and may be removed by it at any time during the term of this Agreement so long as Westrec is not in default of any obligations under this Agreement and the same has not become part of the freehold and so long as such do not materially affect Westrec's ability to use such premises and conduct its business as provided herein.

12. **Hours of Operation.**

The Marina property will be required to operate seven (7) days a week during those hours approved by the City. Sufficient staff will be available to provide outstanding service. The City may require change in hours of operation if in the reasonable discretion of the City such a change is desirable for providing the best service to the public.

13. **Termination by the City or Westrec.**

(a) The Agreement may be terminated by the City or Westrec without cause by giving the other party ninety (90) days prior written notice.

(b) **Natural Disaster**

In the event that the City's marina is destroyed or significantly damaged by a natural disaster or Act of God, either Party may terminate this Agreement upon providing 30 days written notice as set forth herein.

(c) **Tax Exempt Bonds**

In the event that the City loses it's tax exempt status on the existing municipal improvements due to the terms of the this Agreement, either Party may terminate this Agreement upon providing 30 days written notice as set forth herein.

14. **Limiting Legislative or Judicial Action.**

In the event that any municipal, county, state or federal body of competent jurisdiction passes any law, ordinance or regulation in any way restricting or prohibiting the use of the Marina for purposes of this Agreement, this Agreement may be terminated by Westrec pursuant to the "Termination by Westrec" clause in paragraph 18 above and will be null and void and unenforceable by any party to this Agreement and the City shall have no further liability under this Agreement. In the event that any court or legislative body of competent jurisdiction issues an injunction substantially restricting or prohibiting the use of the Marina for the purposes of this Agreement, which injunction stays in force for more than thirty (30) calendar days, this Agreement will be null and void and unenforceable by any party to this Agreement and the City shall have no further liability under this Agreement. If the City deems the Agreement null and void by function of this paragraph, the City will not be liable to Westrec for damages arising therefrom and the City shall have no further liability under this Agreement.

15. **Nondiscrimination.**

Westrec does hereby for itself, its personal representatives, successors in interest and assigns as part of the consideration and agreement consideration hereof, covenant and agree that:

(a) No person on the grounds of race, color, religion, national origin, sexual orientation, age, residency within or without the City or handicap shall be excluded from participating in or be denied the benefits of or be otherwise subjected to discrimination in the use of the Marina except for bona fide cause allowed by law.

(b) The construction of any improvements on over such land or in the furnishing of services thereon. No person on the grounds of race, color, religion, national origin, sexual orientation, age, residency within or without the City or handicap shall be excluded from participation in, be denied the benefits of or otherwise be subjected to discrimination, except for bona fide causes allowed by law.

(c) That Westrec shall use the premises in compliance with all other requirements imposed by or pursuant to Title 45, Code of Federal Regulations, Article 80, non discrimination under programs receiving federal assistance through the City of health, education and welfare-effectuation of Title VI of the Civil Rights Act of 1964 and as such regulations may be amended that in the event a breach of any of the above non-discrimination covenants, the City shall have the right to terminate the Agreement and this Agreement shall be null and void. Westrec shall not discriminate against City employees or applicant for employment in the performance of the contract with respect to hiring tenure terms, conditions or privileges of employment because of age, sex, or physical handicap (except where based on a bona fide occupational qualification); or because of marital status, color, religion, national original or ancestry.

16. **Hurricane Preparedness.**

Westrec shall follow the City's emergency evacuation and hurricane plan.

17. **Termination of Agreement.**

Following the termination of this Agreement by either party within fifteen (15) calendar days, or earlier if determined by the City, Westrec shall forthwith remove all of its personal property not acquired under the terms of the Agreement. Any personal property of Westrec not removed in accordance with this paragraph may be removed by the City for storage at the cost of Westrec or shall constitute a gratuitous transfer of title thereof to the City for whatever disposition is deemed to be in the best interests of the City. The City shall not be liable to Westrec for safekeeping for Westrec's personal property during or after termination of this Agreement.

18. **Approvals.**

Except as otherwise provided, whenever approvals are required herein by either party, such approval shall not be unreasonably withheld.

19. **Rights Reserved to the City.**

All rights not specifically granted to Westrec by this Agreement are reserved to the City, and the designation of any particular remedy for the City without prejudice to any other relief available in law or equity and all such relief is reserved to the City.

20. **Lien.**

The City shall have a lien upon all personal property of Westrec to secure the payment to the City of any unpaid money accruing to the City under the terms of this Agreement.

21. **Submerged Land Lease.**

A submerged land lease is attached hereto as Exhibit 5. Westrec agrees to operate the Marina Operating Area (MOA) in such a fashion as to not violate such submerged land lease.

22. **Compliance with City's Internal Control Processes.**

Westrec agrees to comply with the City's procurement policies and procedures, budget policies and other policies which are attached hereto as Attachment 4.

23. **City's Mooring Fields.**

The City owns and maintains 20 Helix' system moorings located across from the Marina on the west side Atlantic intercoastal waterway as part of the MOA. The City is currently operating this mooring field within the jurisdiction of the City which is coming into compliance with Florida's law. The City will continue to regulate this issue of mooring fields and may revise its ordinances as appropriate. In addition, the City retains the right to expand its mooring fields to additional areas, and will notify Westrec of any action taken in this regard. The City's Mooring Fields are part of the MOA and are subject to the management, operating and insurance provisions as set forth herein.

24. **Recycled Material.**

Westrec agrees to use recovered materials to the extent practical under the terms of this contract.

The City wishes to encourage Westrec to use recycled materials in fulfilling contractual obligations to the City and that such a policy will serve as a model for other public entities and private sector companies.

When awarding a purchase of $5,000 or less or recommending a purchase in excess of $5,000 for products, materials or services, Westrec may allow preference to a responsive bidder who certifies that their product or material contains the greatest percentage of post-consumer materials. If they are bidding on paper products, it may certify tbat their materials and/or products contain at least the content recommended by the EPA guidelines.

Definitions under this section are as follows:

"Recovered Materials:" Materials that have recycling potential, can be recycled, and have been diverted or removed from the solid waste stream for sale, use or reuse, by separation, collection or processing.

"Recycled Materials:" Materials that contain recovered materials. This term may include internally generated scrap that is commonly used in industrial or manufacturing processes, waste or scrap purchased from another manufacturer and used in the same or a closely related product

"Postconsumer Materials:" Materials which have been used by a business or consumer and have served their intended end use and have been separated or diverted from the solid waste stream for the purpose of recycling such as Newspaper, aluminum, glass containers, plastic containers, office paper, corrugated boxes, pallets or other items which can be used in the remanufacturing process.

25. **Infringement of Patent, Trademarks or Copyrights.**

Westrec agrees to indemnify the City and hold it harmless from and against all claims, liability, loss, damages or expense including attorney fees, arising from or by reason of any actual or claimed trademark patent or copyright infringement or litigation based thereon with respect to the services or goods or any part thereof covered by this Agreement, and such obligations shall survive the term of this Agreement.

26. **Signage.**

Westrec shall abide by the City's Sign Code attached hereto as Attachment 5.

Any changes to exterior signage must meet applicable codes, ordinances, and HDC and CRA district guidelines.

27. **Condemnation.**

(a) **Total Condemnation.**

If during the term of this Agreement or any extension or renewal of this Agreement, all of the MOA is taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or are sold to the condemning authority under threat of condemnation, this Agreement will terminate, and the payments will be abated during the unexpired portion of this Agreement effective as of the date the condemning authority takes the said Area.

(b) **Partial Condemnation.**

If less than all, but more than ten percent (10%) of the MOA is taken for any public or quasi-public use under any governmental law, ordinance, or regulation or by the right of eminent domain, or is sold to the condemning authority under threat of condemnation, either party may terminate the Agreement by giving written notice to the other party within sixty (60) days. If the said area is partly condemned and neither party elects to terminate this Agreement or if less than ten percent (10%) of the said area is condemned, this Agreement will not terminate, but the payments to be made will be adjusted equitably during the unexpired portion of this Agreement.

(c) **Condemnation Award.**

The City will receive the entire award from any condemnation, and Westrec will have no claim to that award or for the value of any unexpired term of this Agreement.

28. **Mechanic's Liens.**

Westrec will not permit any mechanic's lien or liens to be placed on the MOA or on improvements to it. If a mechanic's lien is filed on the MOA or on improvements on it, Westrec will promptly pay it. If default in payment of the lien continues for ten (10) days after the City's written notice to Westrec, the City may, at its option, pay the lien or any, portion of it without inquiring into its validity. Any amounts the City pays to remove a mechanics lien caused by Westrec to be filed against the MOA or against improvements on the MOA, including expenses and

interest, are due from Westrec to the City and must be repaid to the City immediately upon rendition of notice together with interest of twelve percent (12%) annually until fully paid.

The City's interest in the MOA is not subject to mechanic's liens for improvements made, or contracted for, by Westrec. Westrec must give written notification to all contractors making any improvements on the MOA of the provisions of this Agreement.

29. **Indemnity.**

(a) **Westrec's General Indemnity**.

City hereby agrees to indemnify Westrec for claims brought against Westrec only to the extent that they are found to result from the sole negligence of the City, its governing body, or its employees. This indemnification shall not be construed to be an indemnification for the acts, or omissions of third parties, independent contractors, or third party agents of the City. This indemnification shall not be construed as a waiver of the City's sovereign immunity, and shall be interpreted as limited to only such traditional liabilities for which the City could be liable under the common law interpreting the limited waiver of sovereign immunity. Any claims against the City must comply with the procedures found in §768.28, Florida Statutes. In order to comply with the requirements of §129.06, Florida Statutes, and Article VII, Section 10 of the Florida Constitution, the value of this indemnification is limited to the lesser of the amount payable by either party under the substantive provisions of this Agreement, or the limitations of §768.28, Florida Statutes. In addition, this indemnification shall be construed to limit recovery by the indemnified party against the City to only those damages caused by City's sole negligence, and specifically not include any attorneys' fees or costs associated therewith.

(b) **Environmental Indemnity**.

Westrec is responsible only for the payment of that portion of any cleanup cost for compliance with hazardous materials laws that arise during the term of this Agreement as a result of a discharge of hazardous materials directly attributable to the negligence of a Westrec employee. The City is responsible for all other cleanup costs, including all costs associated with environmental compliance at the Marina, and the City is responsible for insuring that any other responsible party participate in the clean up to the extent of its responsibility for relief. Westrec shall indemnify, defend, and hold harmless the City from and against all claims, liabilities, losses, damages, and costs, foreseen or unforeseen including without limitation counsel, engineering, or any other professional or expert fees, that the City may incur by reason of the negligence of Westrec employees during the term of this Agreement as set forth herein. This section survives the expiration or earlier termination of this Agreement.

30. **Alternative Dispute Resolution.**

Westrec and the City agree that any controversy or claim arising out of or relating to this Agreement, or breach thereof, shall be first subject to mediation by a mutually agreed upon mediator before any suit is filed.

31. **Current Marina Debt.**

(1) Both parties recognize that there is existing current marina debt.

a. Current Bonds. The City previously issued tax-exempt debt in the amount of $6.4 million to finance various improvements to the Marina. The debt service schedules are attached to this Agreement as Exhibit 1.

b. Conversion of Tax Exempt Debt To Taxable Debt for "private activity" Use. The City has outstanding indebtedness relating to marina improvements as set forth in Exhibit 2. Notes were issued in 2005 and 2009 to banks bearing interest at tax-exempt rates because under federal income tax law, the City qualified for the tax exemption as the owner and operator of the Marina.

(2) Westrec agrees to cooperate with the City to maintain this tax exemption, thus avoiding estimated maximum present value of the additional interest cost to the City of $1,082,745.60. The City shall provide notice to Westrec, and an opportunity to cooperate with the City, as to the measures that may be necessary to protect the tax exempt status of the debt financing.

32. **Reservations.**

Reservations are currently accepted up to four (4) months in advance. Westrec has provided an operations plan relating to reservations policy, including reservations, software, prepaying requirements and cancellation policies.

Any changes to the reservations policy must be approved by the City Manager.

33. **Facilities.**

Westrec will maintain the premises in good order and in sanitary and safe condition.

Westrec shall provide one boat slip, as needed, for use by the City for a police boat at all times during the term of this Agreement.

34. **Festivals and Special Events.**

The City hosts a number of festivals and special events: primarily the Shrimp Festival the first weekend in May, the Kingfish fishing tournament in June, and July 4th fireworks show. Frequently these events draw boaters and fill marina slips. Some festivals and special events might have some impact on the Marina operations and Westrec will cooperate with the City and designated festival committees in planning activities to support the Marina .

35. **Collection of Delinquent Accounts.**

The City invoices its customers for dockage both in advance and in arrears depending on the nature of the business relationship. Routinely, the City has a list of delinquent accounts ranging from a few hundred dollars to several thousand dollars. The City routinely works with its customers to bring all delinquent accounts current. Westrec shall provide its collection

policies and procedures and how they would be applied to the Marina Operations Area.

36. **Use of Trademarks, Service Marks and Related Items**

In providing its services under this Agreement, Westrec will use the name, trademark and service mark "WESTREC" and such other trademarks, service marks, logos, commercial symbols, insignia and designs as Westrec shall deem appropriate (collectively, the "Trademarks") and certain operations manuals and software (including operations, emergency procedures, personnel, risk management and accounting software and manuals), formats (including financial reporting and budgeting formats) and forms (including bookkeeping, accounting and lease forms) and software (collectively, the "Proprietary Material"). Westrec hereby grants City the nonexclusive, nontransferable right to have Westrec, for the benefit of City, use the Trademarks and Proprietary Material in connection with the management and operation of the Marina all subject to Westrec's complete control. It is understood and agreed that Westrec shall have the right to use and license others to use the Trademarks and Proprietary Material elsewhere for any purposes whatsoever, including without limitation in the management and operation of other marinas. Immediately upon the expiration or termination of this Agreement, City shall (a) return to Westrec all materials bearing any of the Trademarks and all Proprietary Material without retaining any copies thereof, and (b) cease all use of the Trademarks and Proprietary Material by all means required, including without limitation changing all telephone listings using any of the Trademarks, removing all signs bearing any of the Trademarks, and using its best efforts to have existing tenants at the Marina sign new leases to replace their existing Westrec lease forms. Nothing contained in this Agreement shall give City any right, title or interest in or to any of the Trademarks or Proprietary Material, except the mere privilege and license during the term of this Agreement to have Westrec, for the benefit of City, use the Trademarks and Proprietary Material in connection with the management and operation of the Marina. City acknowledges and agrees that the Trademarks and Proprietary Material are the exclusive property of Westrec and that City now asserts and will hereafter assert no claim to any goodwill, reputation or ownership of any of the Trademarks or Proprietary Material. City shall not do or permit any act or thing to be done in derogation of any of Westrec's rights in any of the Trademarks or Proprietary Material, either during the term of this Agreement or thereafter. City shall not, during or after the term of this Agreement, in any way dispute or impugn the validity of the Trademarks or Proprietary Material, the rights of Westrec therein, or the rights of Westrec or other licensees of Westrec to use the same, both during the term of this Agreement and thereafter. The provisions of this section shall survive the expiration or termination of this Agreement.

37. **Florida Public Records Law Requirements**

Pursuant to Section 119.0701, Florida Statutes, Westrec shall: (a) keep and maintain all public records as that term is defined in Chapter 119, Florida Statutes ("Public Records"), that ordinarily and necessarily would be required by the City in order to perform the work contemplated by this Agreement; (b) provide the public with access to Public Records, on the same terms and conditions that the City would provide the records and at a cost that does not exceed the costs provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that Public Records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; (d) meet all requirements for retaining Public Records and transfer, at

no cost to the City, all public records in possession of Westrec within thirty (30) days after termination of this Agreement, however terminated, and destroy any duplicate Public Records that are exempt or confidential and exempt from public records disclosure requirements and provide the City with a letter confirming that this has been done within thirty (30) days of the termination of this Agreement. All Public Records stored electronically must be provided to the City in a format that is compatible with the information technology of the City. If Westrec does not comply with a public records request, the City may pursue any and all remedies available in law or equity, including but not limited to specific performance.

IN WITNESS WHEREOF, the parties hereby have executed this Marina Management Agreement as of the date first-above written.

CITY

By: _____
Name: Joe Gerrity
Title: City Manager

Attest: _____
Name: Caroline Best
Title: City Clerk

WESTREC:

WESTREC MARINA MANAGEMENT, INC.

By: _____
William W. Anderson, President

APPROVED AS TO FORM AND LEGALITY:

_____
Tammi E. Bach, City Attorney

Draft Date September 22, 2014~~September 17, 2014~~~~August 14, 2014~~

Marina Management Agreement

Between Westrec Marina Management, Inc.,

and

City of Fernandina Beach, Florida

Dated:

Table of Contents

1. Documents Comprising Contract. 1
2. General Contract Terms. 2
3. Management. 5
4. Authority of Westrec. 6
5. Duties of City. ..... 12~~13~~
6. Compensation of Westrec. ..... 12~~13~~
7. Fiscal Non-funding. 13
8. Audit. 13
9. Public Emergencies. ..... 13~~14~~
10. Sales Tax. ..... 13~~14~~
11. City's Ownership of Improvements. ..... 13~~14~~
12. Hours of Operation. 14
13. Termination by the City or Westrec. 14
~~14. Termination by Westrec. ..... 16~~16
14~~5~~. Limiting Legislative or Judicial Action. ..... 16~~17~~
15~~6~~. Nondiscrimination. 17
16~~7~~. Hurricane Preparedness. ..... 17~~18~~
17~~8~~. Termination of Agreement. ..... 17~~18~~
18~~9~~. Approvals. ..... 17~~18~~
19~~20~~. Rights Reserved to the City. 18
20~~1~~. Lien. 18
21~~2~~. Submerged Land Lease. 18
22~~3~~. Compliance with City's Internal Control Processes. 18
23~~4~~. City's Mooring Fields. 18
24~~5~~. Recycled Material. ..... 18~~19~~
25~~6~~. Infringement of Patent, Trademarks or Copyrights. 19
26~~7~~. Signage. 19
27~~8~~. Condemnation. ..... 19~~20~~
28~~9~~. Mechanic's Liens. 20
29~~30~~. Indemnity. ..... 20~~21~~
30~~1~~. Alternative Dispute Resolution. 21
31~~2~~. Current Marina Debt. 21
32~~3~~. Reservations. ..... 21~~22~~
33~~4~~. Facilities. ..... 21~~22~~
34~~5~~. Festivals and Special Events. 22
35~~6~~. Collection of Delinquent Accounts. 22
36~~7~~. Use of Trademarks, Service Marks and Related Items. 22
37. Public Records Law Requirements. 23

MARINA MANAGEMENT AGREEMENT

THIS MARINA MANAGEMENT AGREEMENT (the "Agreement") dated _____, 201409 is between Westrec Marina Management, Inc., a California corporation ("Westrec"), 16633 Ventura Boulevard, 6th Floor, Encino, CA 91436, and City of Fernandina Beach, Florida, a Municipal Corporation, ("City"), 204 Ash Street, Fernandina Beach, FL, 32034:

RECITALS

A. City owns the Marina located at 1 Front Street, known as Fernandina Harbor Marina (the "Marina").

B. It is the intention of City that the wet slips at the Marina be rented to third parties for use as temporary boat storage facilities, that the other buildings be leased for communal and retail activity, and that the Marina facilities are put to their intended use.

C. Westrec is in the business of managing marinas and currently manages similar facilities.

D. City wants Westrec to manage the Marina and Westrec wants to manage the Marina in accordance with the terms and conditions of this Agreement as hereinafter set forth in the location described as the Marina Operating Area ("MOA") described in Exhibit 3.

E. City's intent in retaining Westrec is to have a vital, financially successful and self-supporting marina by increasing overall net revenue to pay for all fixed and variable costs including annual debt service.

F. The City finds that this Agreement serves both a public purpose and a municipal purpose.

AGREEMENT

NOW, THEREFORE, in consideration for the mutual covenants herein contained, Westrec and City agree as follows:

1. **Documents Comprising Contract.**

The contract shall include this Agreement as well as the following documents which are incorporated herein hy reference:

(a) The City of Fernandina Beach Request for Proposal "RFP" (RFP #2009-103), its Exhibits and Attachments issued on June 3, 2009, and all of its addenda.

(h) Westrec's proposal, including its certificate of insurance as required by the RFP and other required documents.

(c) Exhibits

(1) Marina (Tax Free) Debt Service schedule
(2) Marina (Taxable) Debt Service schedule
(3) Marina Operating Area
(4) List of Current Marina Employees and Job Descriptions
(5) Submerged Land Lease

(d) Attachments

(1) Current leases in Marina Operations Area
  (a) One Centre Street Restaurant Group
  (b) Atlantic Seafood
  (c) Amelia Island Charter Fishing Boat Association (month to month)
  (d) Amelia Island Cruises
(2) Florida Inland Navigation District Agreement (FIND)
(3) Boating Infrastructure Grant Program (BIGP)
(4) Applicable City policies
  (a) Purchasing Policies and Procedures
  (b) Budget Policy
  (c) City Sign Code
  (d) Mooring Field Grant
(5) The City ~~2009-10~~ 2014-15 Pro Forma Marina Budget

If there is a conflict between the terms of this Agreement and above-referenced documents then the conflict shall be resolved as follows: the terms of this Agreement shall supersede over other documents, and the terms of the remaining documents shall be given preference in their above-listed order.

2. **General Contract Terms.**

(a) **Non-exclusive Contract.**

Award of this contract shall impose no obligation on the City to utilize Westrec for all work of the type which may develop during the contract period. This is not an exclusive contract.

(b) **Additional Services and Locations.**

The City reserves the right to request additional services relating to this Agreement from Westrec when approved by the Parties, in accordance with additional services as set forth in the RFP. Westrec shall provide such additional requirements as may become necessary. The City reserves the right to unilaterally add or delete locations or services at its sole option as it may deem necessary or in the best interests of the City. In such case, Westrec will be required to provide services pursuant to this Agreement in accordance with the terms, conditions and specifications, and as set forth in an amendment approved by the Parties.

(c) **Entirety of Agreement.**

Parties hereto agree that this Agreement sets forth the entire agreement between the parties and there are no promises or understandings other than those stated herein. None of the provisions, terms or conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except as may be specifically authorized herein or by written instrument executed by the parties hereto. This Agreement and the exhibits and attachments hereto and other documents and agreements specifically referred to herein constitute the entire fully integrated Agreement between the parties with respect to the subject matter hereof and supersede all prior or contemporaneous verbal or written communication or agreements between the parties with respect hereto excepting any past or contemporaneous written or verbal agreements expressly and clearly incorporated by reference within the four corners of this Agreement. This Agreement may only be amended by written documents, properly authorized, executed and delivered by both parties hereto. For the City, appropriate authorization shall be construed to mean formal action by the elected officials of the City, except where specified within this Agreement that the City Manager or his or her designee shall have approval or authority. This Agreement shall be interpreted as a whole unit. This Agreement shall not be construed in favor of one party or the other. All matters involving this Agreement shall be governed by the laws of the State of Florida and the proper venue for any litigation arising hereunder will be a state or federal court located in Florida with venue within Nassau County, Florida.

(d) **Headings.**

Headings of various paragraphs and sections of this Agreement and its table of contents are for convenience and use of reference only and shall not be construed to define, limit, augment or describe the scope, context or intent of this Agreement or any part or parts of this Agreement.

(e) **Severability.**

The terms and conditions of this Agreement shall be deemed to be severable; consequently, if any clause, term or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions and notwithstanding such determination, this Agreement shall continue in a full force and effect unless the particular clause, term or condition held to be illegal or void renders the balance of the Agreement to be impossible of performance

(f) **No Waiver of Right to Enforce.**

The waiver of any breach or any term covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or any subsequent breach of the same or any other term, covenant or condition herein contained. No covenant, term, or condition shall be deemed to have been waived, unless such waiver be in writing. Nor shall there be any accord and satisfaction unless expressed in writing and signed by both the City and Westrec.

(g) **Performance.**

Service shall be performed in a timely manner as specified in the RFP.

The Parties expressly agree that time is of the essence in the performance of this Agreement and the failure to complete the performance within the time specified, or within a reasonable time if no time is specified herein, shall relieve the Parties of any obligation to accept such performance.

(h) **Notices.**

Any notice required or permitted herein is to be given in writing and shall be personally delivered or mailed, first class postage prepaid or delivered by an overnight delivery service to the respective addresses of the parties set forth below their signatures on the signature page hereof, or to such other address as any party may give to the other in writing. Any notice required by this Agreement will be deemed to have been given and received when personally served or one (1) day after delivery to an overnight delivery service or five (5) days after deposit in the first class mail.

To the City: City Manager
City of Fernandina Beach
204 Ash Avenue
Fernandina Beach, Florida 32034
Attn: City Manager

To Westrec: Westrec Marina Management, Inc.
16633 Ventura Boulevard, 6th Floor
Encino, CA 91436

With copy to: Westrec Marinas
801 North East Third Street
Dania Beach, Florida 33004
Attn: Gary Groenewold
Vice President Southern Area

With copy to: Shutts & Bowen LLP
Attention: Stephen K. Tilbrook, Partner
200 East Broward Boulevard
Suite 2100
Fort Lauderdale, FL 33301

(i) **Remedies.**

Each party shall have full remedies available under existing laws, including, but not limited to, the Uniform Commercial Code, mediation, alternative dispute resolution and all state and federal courts of any jurisdiction.

(j) **Assignment, Subcontracting, Corporation Acquisitions and/or Mergers.**

Westrec shall perform this contract. No assignment or subcontract shall be allowed without the prior written consent of the City in the event of a corporate acquisition and/or merger. Westrec shall provide a written notice to the City within the 30 business days of any assignment or subcontract. In the event of an assignment of the contract to a wholly owned subsidiary of Westrec, the City's written consent shall not be unreasonably withheld.

(k) **Miscellaneous.**

If it shall become necessary for either party hereto to engage attorneys to institute legal action for the purpose of enforcing its rights hereunder or for the purpose of defending legal action brought by the other party hereto, the party or parties prevailing in such litigation shall be entitled to receive all costs, expenses and fees (including reasonable attorneys' fees) incurred by it in such litigation (including appeals). This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. No representative of Westrec is authorized to make any representations, warranties or agreements other than as expressly set forth herein. Any consent required by this Agreement to be given by City to Westrec shall be given in writing. Westrec hereby disclaims any implied or express warranties, guarantees or representations of any kind other than as expressly set forth in this Agreement.

3. **Management.**

(a) **Term.**

City hereby engages Westrec to manage the Marina and Westrec hereby agrees to manage the Marina for ~~a an initial term of three (3) years~~.until this Agreement is terminated in accordance with Section 13 below. ~~This Agreement shall automatically renew for an additional term of one year, with a maximum of two (2) years additional term, on each anniversary date of the Agreement, unless either party gives notice of its desire not to renew at least sixty (60) days in advance of the anniversary date. The term begins on the date of this Agreement as set forth in the first paragraph.~~

~~(b)~~ (b) **Other Marinas.**

City acknowledges that Westrec is in the business of managing marinas both for its own account and for others. It is hereby expressly agreed that Westrec and its affiliates may continue to engage in such activities, may manage facilities other than those presently managed by it so long as the facilities are not in direct or indirect competition with City. Westrec agrees not to manage or lease any other facility within twenty (20) nautical miles of the City's marina without the express written consent of the City.

~~(c)~~ (c) **Relationship of Parties.**

In the performance of its duties under this Agreement, Westrec shall occupy the position of an independent contractor with respect to the City. Nothing contained herein shall be construed as making the parties hereto partners, nor, except as expressly otherwise provided for

herein, construed as making Westrec an agent or employee of the City.

~~(d)~~ (d) **Independent Contractor Status and Compliance with the Immigration Reform and Control Act of 1986.**

Westrec is and shall remain an independent contractor and is neither agent, employee, partner nor joint venturer of the City. Westrec acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 located at 8 USC Section 1324 et seq. and regulations relating thereto as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach and shall be grounds for immediate termination of the contract at the discretion of the City.

4. **Authority of Westrec.**

(a) **General Authority.**

Westrec hereby agrees to provide the City with Marina Management Services as requested as specifically outlined in the RFP, this Agreement and all subsequent official documents that form the contract documents for this Agreement, subject to budget and City policy restrictions and procedures stated or referenced herein. Westrec shall have the authority to fully and completely supervise and direct the operations of the Marina and matters associated or related to the operation of the Marina, including boat slip rentals, diesel gasoline sales, convenience store sales, and supervision of all leases of space at the Marina referenced in Attachment 1. City shall execute such documents as Westrec, in its reasonable judgment, deems necessary or advisable for Westrec to carry out its management of the Marina. Such authority shall include authority to direct the matters specified below, which are not in limitation of the foregoing.

(h) **Renting of the Marina.**

Westrec shall use its reasonable discretion to establish the terms and conditions of occupancy of boat slips in the Marina. The City shall set the rates for the boat slip rentals. Westrec is hereby authorized to assist the City's employees in entering into rental agreements with such tenants and to collect rent from such tenants. The form of rental agreement shall be prepared, reviewed, as appropriate by Westrec and recommended to the City for acceptance.

(c) **Marketing and Advertising.**

Westrec shall establish the policies and procedures which it deems necessary or advisable for directing the marketing activities of personnel engaged by or on behalf of City relating to the Marina subject to authorized budget appropriations and restrictions. Westrec shall cause City to advertise in such media and to the extent Westrec deems necessary and appropriate. All advertising of the Marina, including signs, may be carried under the Westrec name and/or the name of the Marina. All advertising and marketing costs shall be paid directly by the City, subject to the approved marina budget or any subsequent approvals.

(d) **Repair, Maintenance and Improvements.**

Westrec shall make and execute, or supervise and have control over the making and executing of, all decisions concerning the acquisition of furniture, fixtures and supplies for the Marina, and the purchase, lease or other acquisition of the same, on behalf of the City. Westrec shall make and execute, or supervise and have control over the making and executing of, all decisions concerning the routine day-to-day maintenance, repair and landscaping of the Marina, on behalf of the City. In connection with performance of routine day-to-day maintenance, repair and landscaping, Westrec shall negotiate and supervise the installation of minor capital improvements related to the Marina which Westrec, in its reasonable discretion, deems necessary or appropriate; provided, however, that Westrec shall obtain the prior approval of the City for all expenditures in excess of five hundred dollars ($500.00) for any one item (except monthly or recurring operating charges and/or emergency repairs if in the opinion of Westrec such expenditures are necessary to protect the Marina from damage or to maintain services to the tenants as called for in their leases). Westrec agrees to follow and comply with the City's Purchasing Policies and Procedures. All repair, maintenance and improvement costs shall be paid directly hy the City, subject to the approved marina budget or any subsequent approvals.

(e) **Personnel.**

~~Westrec agrees to employ, in some capacity but not necessarily at the same job or pay range, the City's employees who are currently working within the Marina Operations Area for a ninety (90) day trial period. Upon such employment, the staff will be employees of Westrec and no longer employees of the City. A list of the City's employees and their job descriptions are attached hereto as Exhibit 4.~~ Westrec shall select, hire, discharge and supervise all labor and employees which it deems necessary or advisable for the operation and maintenance of the Marina. Westrec may hire the types and number of Marina Personnel as Westrec, in its reasonable discretion, deems appropriate for operation and management of the Marina, subject to the provisions in subsection (g), Budget. Westrec shall have the authority for the supervision of all employees, for the determination of employee compensation, including any incentives, bonuses and benefits, and for the establishment of policies and procedures relating to employment. Westrec shall pay for all costs of on-site employees (including without limitation payroll taxes, insurance, 401-K plan contributions and all other employee fringe or other benefits), as specified in subsection (g) Budget. The cost of Marina Personnel is the responsibility of the City as set forth in the approved marina budget, and the cost of Marina Personnel will be paid by the City to Westrec as invoiced monthly by Westrec.

Throughout the terms of this Agreement, Westrec shall employ a qualified full-time, on-site manager ("Marina Manager") having experience in the management of a marina of this type who shall be available during normal business hours and be delegated sufficient authority to ensure competent performance and fulfillment of the responsibility of the management agreement and to accept serviceable notices provided for herein. The on site Marina Manager shall be part of the Marina Personnel, and the Marina Budget shall include the costs of the on-site Marina Manager. The cost of Westrec personnel who supervise, or otherwise participate in the management, administration and operation of the Marina, but also do work for Westrec and/or other marinas managed by Westrec, will be covered by the Administration Fee (as defined in

Section 6 - Compensation of Westrec) paid by the City to Westrec. These persons include Westrec personnel responsible for: (i) the direct supervision of on-site personnel; (ii) training of on-site and supervisory managers; (iii) the coordination and supervision of routine repairs and maintenance at the Marina; (iv) supervision of the procedures relating to eviction of delinquent tenants and sale of delinquent tenants' property; (v) overseeing inventory and supplies of the type used by the Marina; (vi) marketing; (vii) administering the payroll for on-site employees, including the administration, withholding and payment of applicable compensation coverage on behalf of and for the account of City; and (viii) accounting and other services relating to the operation and administration of the Marina. City understands and acknowledges that some or all of such persons may be simultaneously engaged by and/or for the account of City and by and/or for other marinas managed by Westrec, some of whom may (i) be affiliates of Westrec and (ii) compete with City. Westrec shall not be separately reimbursed for the time of its executive officers devoted to City's affairs or for the other overhead expenses of Westrec.

Westrec's employees in contact with the public shall perform their duties in an efficient and courteous manner. Westrec shall insure all its personnel are courteous and cooperative and present a neat, clean and professional appearance at all times. Failure of an employee to do so shall be grounds for the City to demand his or her removal from duties on the Marina property. Westrec shall provide the City with the name and telephone number of a management person who will be on call at all times for emergencies or other matters related to the operations under this Agreement. At the conclusion of this Agreement, City agrees to use its best efforts to rehire the employees listed on Exhibit 4, with credit for previous City length of service and seniority.

~~(f) **Non-compete provision.**~~

~~Current Marina employees will be provided an opportunity for employment with Westrec pursuant to this Agreement. Westrec agrees that some of these employees may seek other positions within the City's personnel system, which shall not be impeded. The City agrees not to solicit these employees for employment or otherwise compete with Westrec in this regard.~~

(g) **Budget.**

~~The City's 2009-2010 Pro Forma Marina Budget is attached hereto as Exhibit 5.~~ **Westrec** agrees, to the extent reasonable and feasible, to operate the Marina in accordance with the approved budget. Westrec shall annually, beginning with the fiscal year 2014-15~~2010-11~~, develop a proposed budget, in conjunction with the City's budget preparation process, which shall be reviewed and approved by the City Manager and City Commission. The annual budget submittal shall include, but not he limited to, all of the proposed revenue sources and expenditures for the Marina. The proposed revenue projection shall include detailed written justification to support the proposed sources and projections. Westrec in proposing the annual expenditure budget shall include, but not be limited to, the following:

(1) **Personnel Costs**. An organizational chart listing all of the full and part-time positions that Westrec is proposing, their positions with titles, number in each position, proposed pay ranges, and benefit costs for each position.

(2) **Marketing and Promotion Costs.** Westrec shall provide a comprehensive

marketing and promotion budget which will list the proposed specific expenditures to support the proposed plan.

(3) **Proposed Capital Improvement and Repair Maintenance Plan.** Westrec shall develop a proposed detailed Capital Improvement and Repair Maintenance Plan that specifically describes each proposed expenditure, activity, justification or need for activity, and the estimated cost.

(4) **City's Overhead Costs.** Westrec shall provide a detailed list and projected cost for each expenditure.

(h) **Agreements.**

Westrec shall have the authority to negotiate and recommend to the City such agreements which Westrec deems necessary or advisable for the furnishing of utilities, services, concessions and supplies, for the maintenance, repair and operation of the Marina and such other agreements which may benefit the Marina or be incidental to the matters for which Westrec is responsible hereunder.

(i) **Other Decisions.**

Westrec shall make all decisions in connection with the day-to-day operations of the Marina.

(j) **Regulations and Permits.**

Westrec will observe, obey and comply with all rules and regulations adopted by the City and all laws, ordinances, and or rules and regulations of other governmental units and agencies having lawful jurisdiction, which may be applicable to the operations under this Agreement. Failure to do so will constitute a breach of this Agreement. Westrec shall procure all required permits, licenses and approvals, on behalf of the City, for the operation and performance under this Agreement. All permit or regulatory fees or costs shall be paid directly by the City, subject to the approved marina budget or any subsequent approvals.

(k) **Management Records and Reports of Disbursements and Collections.**

Westrec shall establish, supervise, direct and maintain the operation of a system of record keeping and bookkeeping with respect to all receipts and disbursements in connection with the management of the Marina. The books, records and accounts shall be maintained at the City's Marina. City acknowledges that any budgets or projections prepared by Westrec for City are only estimates of revenues and expenses, that the initial budgets and projections prepared by Westrec will be based in part on information provided by City, that any projections prepared by Westrec are subject to, and may be affected by, changes in financial, economic, competitive and other conditions and circumstances beyond Westrec's control and that such projections and budgets are not to be construed as a guarantee by Westrec of the actual results to be obtained from operations. City acknowledges that Westrec makes no representations or warranties as to the results to be obtained from operations. City acknowledges that Westrec has no knowledge,

and cannot certify the accuracy of any historical information provided to Westrec by City. All receipts and disbursements in connection with Marina operations will be recorded on the City's books using software provided by the City utilizing Westrec personnel. All receipts will be deposited into the City's bank account. Receipts will be accounted for on the City's books by Westrec personnel. All purchases for the Marina which fall under the City's area(s) of responsibility shall be made such that they are in compliance with the City's Purchasing Policy, Procedures and Code. Requests for disbursements will be processed through the City's accounting system and paid with City's funds. Westrec will have access to the City's accounting system to print and analyze financial data for the Marina on an on-going basis.

(l) **Collection**.

Westrec shall analyze and direct the collection and billing of all accounts receivable due to the City with respect to the Marina and shall be responsible for establishing policies and procedures to minimize the amount of bad debts.

(m) **Legal Actions**.

Westrec shall cause to be instituted, on behalf and in the name of the City, any and all legal actions or proceedings Westrec deems necessary or advisable to collect charges with the advice and consent of the City, rent or other income due to City with respect to the Marina or to oust or dispossess tenants or other persons unlawfully in possession under any lease, license, concession agreement or otherwise, and to collect damages for breach thereof or default thereunder by such tenant, licensee, concessionaire or occupant. The costs of all such legal actions or proceedings shall be borne by City. Westrec shall also assist the City in the defense of any and all actions and proceedings brought by tenants, suppliers, vendors and similar persons relating to the Marina and City shall be responsible for satisfying and paying the costs of defending all such claims to the extent not covered by insurance. Westrec shall provide notice to City of any and all actions or proceedings instituted by, on behalf of, or against the City.

(n) **Insurance.**

The City shall pay for and maintain all necessary insurances including but not limited to property casualty insurance for the MOA, Marina Operators Legal Liability, automobile coverage, theft coverage, and environmental pollution coverage, listing Westrec as an additional named insured. Westrec shall provide workers compensation coverage. The costs incurred by the City and Westrec for insurance coverage applicable to the MOA or marina operations shall be included in the approved marina budget and shall be paid or reimbursed by the City, pursuant to the approved marina budget.

Westrec shall provide to the City a certificate of coverage. Westrec shall maintain workers compensation coverage, throughout the term of this Agreement, and the policy shall prohibit termination, expiration, cancellation, or substantial modification without at least thirty (30) days prior written notice to the City.

As a part of the marina budget planning process for each subsequent Fiscal Year (beginning in FY 2014-2015~~FY2010 – 2011~~), all insurance coverage will be re-evaluated and

specific coverage may he redistrihuted between the City and Westrec depending on what is most advantageous to the parties. However, at all times the cost for insurance coverage for the MOA and the marina operations shall remain a part of the marina budget and will ultimately be paid or reimbursed by the City.

(o) **Restrictions.**

Notwithstanding anything to the contrary set forth in this Section 4, Westrec shall not be required to do, or cause to be done, anything for the account of City (i) which may make Westrec liable to third parties; or (ii) which may not be commenced, undertaken or completed because of insufficient funds of City.

(p) **Force Majeure.**

Neither the City nor Westrec is required to perform any term or covenant of this Agreement so long as performance is delayed or prevented by *force majeure*, which includes acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and any other cause not reasonably within the City's or Westrec's control and that the City or Westrec cannot, by exercising due diligence, prevent or overcome in whole or in part.

(q) **City Approval**

Westrec agrees it will obtain prior approval from the City prior to implementing changes on the following matters:

(1) Changes from the original approved plans, activities signage and graphics;
(2) Equipment Westrec plans to install requiring any building or facility modifications;
(3) Any use of the City's name or City seal;
(4) Any improvements to be constructed on the Marina property;
(5) Hours of daily operation;
(6) Uniforms to be used by the employees; and
(7) The décor of the Marina and all signs to be installed directed or displayed in or on the Marina property and any changes thereto at anytime during this Agreement.

Further it is understood by Westrec, that should any changes related to the above items be disapproved, either Party may offer alternative solutions.

(r) **Shared Expenses.**

The parties acknowledge that certain economies may be achieved with respect to certain expenses to be incurred on behalf of City hereunder if materials, supplies, insurance or services are purchased by Westrec in quantity for use not only in connection with the Marina but in connection with other marinas managed by Westrec or its affiliates. Westrec shall have the right, with the advice and consent of the City, to purchase such materials, supplies, insurance or services in its own name and charge City a pro rata share of the cost; provided, however, that the pro rata cost of such purchase to City shall not result in expenses greater than would otherwise be incurred

at competitive prices and on terms available in the area where the Marina is located or the service is rendered; and, provided further, Westrec shall provide a copy of the financial records to the City upon request and shall make records available to City at Westrec's corporate headquarters office at all reasonable times after reasonable notice to Westrec so City may review any such expenses incurred.

(s) **Reporting Requirements.**

Westrec must submit a monthly written report to the City Manager including but not limited to;

(1) Occupancy (both numbers and dollars), historical comparison;
(2) Fuel sales (both numbers and dollars), historical comparison;
(3) Marketing and promotions;
(4) Non-routine expenses;
(5) Capital improvements status report;
(6) Insurance claims;
(7) Litigation; and
(8) Safety and environmental incidents.

(t) **Business Continuity Plan.**

Westrec shall provide the City with a copy of its business continuity plan covering the Marina as well as the company head office. Westrec will provide the City with the results of any testing of its business continuity plan.

5. **Duties of City.**

City shall cooperate with Westrec in the performance of its duties under this Agreement and to that end, upon the request of Westrec, City agrees to provide reasonable office space for Westrec employees on the premises of the Marina, to give Westrec access to all files, books and records of City relevant to the Marina, and to execute all documents and instruments as Westrec, in its reasonable judgment, deems necessary or advisable to enable it to carry out its management of the Marina.

6. **Compensation of Westrec.**

Westrec agrees to operate and maintain the Marina and associated property on a negotiated fixed fee and variable fee basis.

(a) Fixed Fee Component.

The City shall pay Westrec a Fixed Fee Component of ~~Ninety Six Thousand Dollars ($96,000)~~ Ninety-Five Thousand Two Hundred Sixty-Eight Dollars and Fifty-Six Cents ($95,268.56) annually, unless and until the parties negotiate a different amount. Such payment shall be paid in twelve monthly installments on the 15th of each month commencing ~~February 15, 2010~~ January 15, 2015. ~~The Fixed Fee Component shall increase annually, in an amount equal to the increase in the United States Department of Labor Consumer Price Index-South Urban from the previous year, however the annual fee increase shall not exceed six percent (6%).~~

(b) **Variable Fee Component.**

In addition, the City shall pay Westrec a Variable Fee Component payment equal to one percent (1%) of the Marina Gross Revenues. In no event may the Variable Fee Component payment exceed the Fixed Fee Component. For purposes of this Agreement, "Marina Gross Revenues" means gross revenues of the Marina for Slip rental (including seasonal, transient and commercial rents), fees for the Mooring Field, and Leases in the MOA, excluding the existing casino boat lease, so long as the casino boat does not occupy a slip at the Marina. For the purposes of this calculation, Marina Gross Revenues does not include Gas and Diesel revenues, nor retail revenues for the Dock House Retail Area pursuant to the Lease Agreement for the Dock House Retail Area. The Variable Fee Component payment will be made quarterly in arrears, not later than 30 days following the end of each quarter.

7. **Fiscal Non-funding.**

In the event that sufficient budgeted funds are not available for any new fiscal period, the City shall notify Westrec of such occurrence and the Agreement shall terminate on the last day of the then current fiscal period without expense or penalty to the City.

8. **Audit.**

Westrec shall retain all records relating to this contract for a period of at least three years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, City reserves the right to audit such records pursuant to City policy.

9. **Public Emergencies.**

It is hereby made part of this contract that before, during and after a public emergency, disaster, hurricane, tornado, flood or other acts of God, that City shall require a "first priority" for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation that threatens public health and safety as determined by the City. Westrec agrees to rent, sell, lease all goods and services to the City or governmental entities on a "first priority" basis. The City expects to pay a fair and reasonable price for all products and services rendered or contracted in the event of a disaster, emergency, hurricane, tornado, or other acts of God.

10. **Sales Tax.**

Westrec shall pay the prevailing State of Florida sales and use tax for any amounts payable under this Agreement.

11. **City's Ownership of Improvements.**

Upon the expiration of this Agreement, for any reason, all existing and any future installed fixtures, equipment, improvements and appurtenances attached to or built into the Marina in such a manner as to become part of the freehold whether or not by the expense of Westrec, shall become and remain a part of and be surrendered with the Marina property. Any furniture, furnishings, equipment

or other articles of moveable personal property owned by Westrec and located on the Marina property shall be and remain the property of Westrec and may be removed by it at any time during the term of this Agreement so long as Westrec is not in default of any obligations under this Agreement and the same has not become part of the freehold and so long as such do not materially affect Westrec's ability to use such premises and conduct its business as provided herein.

12. **Hours of Operation.**

The Marina property will be required to operate seven (7) days a week during those hours approved by the City. Sufficient staff will be available to provide outstanding service. The City may require change in hours of operation if in the reasonable discretion of the City such a change is desirable for providing the best service to the public.

13. **Termination by the City or Westrec.**

(a)The Agreement ~~to~~ may be terminated by the City or Westrec without cause by giving the other party ninety (90) days prior written notice.~~upon the terms and conditions as set forth below.~~

~~(a) **Automatic Termination.**~~

~~The City may automatically terminate the Agreement, by providing written notice to Westrec as set forth herein, upon the occurrence of the following:~~

~~(1) Institution of proceedings and voluntary bankruptcy or reorganization by the Westrec, or the institution of proceedings and involuntary bankruptcy against Westrec, if such proceedings continue for a period of more than ninety (90) days;~~

~~(2) Assignment by Westrec for the benefit of creditors;~~

~~(3) Abandonment or discontinuation of operation for more than a twenty four hour period, unless as permitted herein, without prior written approval from the City; and~~

~~(4) Discovery of any misstatement in Westrec's proposal leading to the award of this Agreement which in the determination of the City significantly affects Westrec's qualifications to perform under the this Agreement.~~

~~(b) **Termination after Fourteen (14) Days.**~~

~~The City may provide written notice of default and termination of the Agreement within fourteen (14) days, as set forth herein, for the reasons set forth below:~~

~~(1) Nonpayment of any sum or sums due hereunder after the due date for such payment provided; however, that such termination shall not be effective if Westrec makes the required payments during the fourteen (14) calendar day period following mailing of written notice.~~

~~(2) Notice of any condition imposing a threat to health or safety of public patrons and not remedied within the fourteen (14) calendar day period from receipt of written notice.~~

(3) A final determination in a court of law in favor of the City in litigation instituted by Westrec against the City or brought by the City against Westrec.

(4) Instances in which a corporate acquisition or a merger represents a conflict of interest or is contrary to any local, state, or federal laws.

In the event that Westrec does not cure the breach, to the satisfaction of the City, within the fourteen (14) calendar days of the notice as set forth herein, then the Agreement shall be terminated.

(c) **Termination after Forty-five (45) Days.**

The City may provide written notice of default and termination of the Agreement within forty-five (45) days, as set forth herein, for the reasons set forth below:

(1) Nonperformance of any covenant of this Agreement other than non-payment of rent or performance fees other than listed in the paragraphs above.

(2) The inability or failure of Westrec to provide the City with an unqualified, certified statement of gross sales, or to strictly adhere to the revenue control procedures established in this Agreement. In such event the City shall have the right to terminate this Agreement upon forty-five (45) calendar days written notice to the lessee.

In the event that Westrec does not cure the breach, to the satisfaction of the City, within the forty-five (45) calendar days of the notice as set forth herein, then the Agreement shall be terminated.

(d) **Habitual default.**

Notwithstanding the foregoing, in the event Westrec has repetitively defaulted four (4) times within a twelve (12) month period in the performance of or breached any of the terms, covenants and conditions required herein to be kept and performed by Westrec regardless of whether Westrec has cured each individual condition of breach or default, Westrec may be determined by the City to be a "habitual violator" at the times such determination is made, the City shall issue to Westrec a written notice advising of such determination citing the circumstances therefore. Such notice shall also advise Westrec that there shall be no further notice or grace periods to correct any subsequent breaches or defaults and that any subsequent breaches or defaults whatever nature taken with all previous breaches and defaults shall be considered cumulative and collectively shall constitute condition of non-curable default and grounds for immediate termination of this Agreement. In the event of any such subsequent breach or default, the City may cancel this Agreement upon the giving of written notice of termination to Westrec such cancellation to be effective upon the 10th day following the date of receipt thereof and all payments due hereunder shall be payable to said date. Westrec shall have no further rights hereunder. Immediately upon notice of said notice of termination, Westrec shall discontinue its operations at the Marina and proceed to remove all its personal property.

~~(e)~~ (b) **Natural Disaster**

In the event that the City's marina is destroyed or significantly damaged by a natural disaster or Act of God, either Party may terminate this Agreement upon providing 30 days written notice as set forth herein.

~~(f)~~ (c) **Tax Exempt Bonds**

In the event that the City loses it's tax exempt status on the existing municipal improvements due to the terms of the this Agreement, either Party may terminate this Agreement upon providing 30 days written notice as set forth herein.

~~14. **Termination by Westrec.**~~

~~Westrec shall have the right, upon thirty (30) calendar days from receipt of written notice to the City by certified or registered mail, to the address specified in at paragraph (2)(h) above, to terminate this Agreement at any time after the occurrence of one or more of the following events:~~

~~(a) Issuance by any court of competent jurisdiction of any injunction, substantially restricting the use of the Marina property.~~

~~(b) A breach by the City of any of the terms, covenants, or conditions contained in this Agreement and the failure of the City to remedy such breach for a period of ninety (90) calendar days after receipt of written notice sent by registered or certified mail return receipt requested from the Westrec of the existence of such breach.~~

~~(c) The assumption by the U.S. Government or any authorized agency or any other governmental agencies the operation control or use of the Marina.~~

~~15.~~14. **Limiting Legislative or Judicial Action.**

In the event that any municipal, county, state or federal body of competent jurisdiction passes any law, ordinance or regulation in any way restricting or prohibiting the use of the Marina for purposes of this Agreement, this Agreement may be terminated by Westrec pursuant to the "Termination by Westrec" clause in paragraph 18 above and will be null and void and unenforceable by any party to this Agreement and the City shall have no further liability under this Agreement. In the event that any court or legislative body of competent jurisdiction issues an injunction substantially restricting or prohibiting the use of the Marina for the purposes of this Agreement, which injunction stays in force for more than thirty (30) calendar days, this Agreement will be null and void and unenforceable by any party to this Agreement and the City shall have no further liability under this Agreement. If the City deems the Agreement null and void by function of this paragraph, the City will not be liable to Westrec for damages arising therefrom and the City shall have no further liability under this Agreement.

15. **Nondiscrimination.**

Westrec does hereby for itself, its personal representatives, successors in interest and assigns as part of the consideration and agreement consideration hereof, covenant and agree that:

(a) No person on the grounds of race, color, religion, national origin, sexual orientation, age, residency within or without the City or handicap shall be excluded from participating in or be denied the benefits of or he otherwise subjected to discrimination in the use of the Marina except for bona fide cause allowed by law.

(b) The construction of any improvements on over such land or in the furnishing of services thereon. No person on the grounds of race, color, religion, national origin, sexual orientation, age, residency within or without the City or handicap shall be excluded from participation in, be denied the benefits of or otherwise be subjected to discrimination, except for bona fide causes allowed by law.

(c) That Westrec shall use the premises in compliance with all other requirements imposed by or pursuant to Title 45, Code of Federal Regulations, Article 80, non discrimination under programs receiving federal assistance through the City of health, education and welfare-effectuation of Title VI of the Civil Rights Act of 1964 and as such regulations may be amended that in the event a breach of any of the above non-discrimination covenants, the City shall have the right to terminate the Agreement and this Agreement shall be null and void. Westrec shall not discriminate against City employees or applicant for employment in the performance of the contract with respect to hiring tenure terms, conditions or privileges of employment because of age, sex, or physical handicap (except where based on a bona fide occupational qualification); or because of marital status, color, religion, national original or ancestry.

16. **Hurricane Preparedness.**

Westrec shall follow the City's emergency evacuation and hurricane plan.

17. **Termination of Agreement.**

Following the termination of this Agreement by either party within fifteen (15) calendar days, or earlier if determined by the City, Westrec shall forthwith remove all of its personal property not acquired under the terms of the Agreement. Any personal property of Westrec not removed in accordance with this paragraph may be removed by the City for storage at the cost of Westrec or shall constitute a gratuitous transfer of title thereof to the City for whatever disposition is deemed to be in the best interests of the City. The City shall not be liable to Westrec for safekeeping for Westrec's personal property during or after termination of this Agreement.

18. **Approvals.**

Except as otherwise provided, whenever approvals are required herein by either party, such approval shall not be unreasonably withheld.

~~20.~~19. **Rights Reserved to the City.**

All rights not specifically granted to Westrec by this Agreement are reserved to the City, and the designation of any particular remedy for the City without prejudice to any other relief available in law or equity and all such relief is reserved to the City.

~~21.~~20. **Lien.**

The City shall have a lien upon all personal property of Westrec to secure the payment to the City of any unpaid money accruing to the City under the terms of this Agreement.

~~22.~~21. **Submerged Land Lease.**

A submerged land lease is attached hereto as Exhibit 5. Westrec agrees to operate the Marina Operating Area (MOA) in such a fashion as to not violate such submerged land lease.

~~23.~~22. **Compliance with City's Internal Control Processes.**

Westrec agrees to comply with the City's procurement policies and procedures, budget policies and other policies which are attached hereto as Attachment 4.

~~24.~~23. **City's Mooring Fields.**

The City owns and maintains 20 Helix® system moorings located across from the Marina on the west side Atlantic intercoastal waterway as part of the MOA. The City is currently operating this mooring field within the jurisdiction of the City which is coming into compliance with Florida's law. The City will continue to regulate this issue of mooring fields and may revise its ordinances as appropriate. In addition, the City retains the right to expand its mooring fields to additional areas, and will notify Westrec of any action taken in this regard. The City's Mooring Fields are part of the MOA and are subject to the management, operating and insurance provisions as set forth herein.

~~25.~~24. **Recycled Material.**

Westrec agrees to use recovered materials to the extent practical under the terms of this contract.

The City wishes to encourage Westrec to use recycled materials in fulfilling contractual obligations to the City and that such a policy will serve as a model for other public entities and private sector companies.

When awarding a purchase of $5,000 or less or recommending a purchase in excess of $5,000 for products, materials or services, Westrec may allow preference to a responsive bidder who certifies that their product or material contains the greatest percentage of post-consumer materials. If they are bidding on paper products, it may certify that their materials and/or products contain at least the content recommended by the EPA guidelines.

Definitions under this section are as follows:

"Recovered Materials:" Materials that have recycling potential, can be recycled, and have been diverted or removed from the solid waste stream for sale, use or reuse, by separation, collection or processing.

"Recycled Materials:" Materials that contain recovered materials. This term may include internally generated scrap that is commonly used in industrial or manufacturing processes, waste or scrap purchased from another manufacturer and used in the same or a closely related product

"Postconsumer Materials:" Materials which have been used by a business or consumer and have served their intended end use and have been separated or diverted from the solid waste stream for the purpose of recycling such as Newspaper, aluminum, glass containers, plastic containers, office paper, corrugated boxes, pallets or other items which can be used in the remanufacturing process.

~~26.~~25. **Infringement of Patent, Trademarks or Copyrights.**

Westrec agrees to indemnify the City and hold it harmless from and against all claims, liability, loss, damages or expense including attorney fees, arising from or by reason of any actual or claimed trademark patent or copyright infringement or litigation based thereon with respect to the services or goods or any part thereof covered by this Agreement, and such obligations shall survive the term of this Agreement.

~~27.~~26. **Signage.**

Westrec shall abide by the City's Sign Code attached hereto as Attachment 5.

Any changes to exterior signage must meet applicable codes, ordinances, and HDC and CRA district guidelines.

~~28.~~27. **Condemnation.**

(a) **Total Condemnation.**

If during the term of this Agreement or any extension or renewal of this Agreement, all of the MOA is taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or are sold to the condemning authority under threat of condemnation, this Agreement will terminate, and the payments will be abated during the unexpired portion of this Agreement effective as of the date the condemning authority takes the said Area.

(b) **Partial Condemnation.**

If less than all, but more than ten percent (10%) of the MOA is taken for any public or quasi-public use under any governmental law, ordinance, or regulation or by the right of eminent domain, or is sold to the condemning authority under threat of condemnation, either party may terminate the Agreement by giving written notice to the other party within sixty (60) days. If the said area is partly condemned and neither party elects to terminate this Agreement or if less than ten percent (10%) of the said area is condemned, this Agreement will not terminate, but the payments to be made will be adjusted equitably during the unexpired portion of this Agreement.

(c) **Condemnation Award.**

The City will receive the entire award from any condemnation, and Westrec will have no claim to that award or for the value of any unexpired term of this Agreement.

~~29.~~28. **Mechanic's Liens.**

Westrec will not permit any mechanic's lien or liens to be placed on the MOA or on improvements to it. If a mechanic's lien is filed on the MOA or on improvements on it, Westrec will promptly pay it. If default in payment of the lien continues for ten (10) days after the City's written notice to Westrec, the City may, at its option, pay the lien or any, portion of it without inquiring into its validity. Any amounts the City pays to remove a mechanics lien caused by Westrec to be filed against the MOA or against improvements on the MOA, including expenses and interest, are due from Westrec to the City and must be repaid to the City immediately upon rendition of notice together with interest of twelve percent (12%) annually until fully paid.

The City's interest in the MOA is not subject to mechanic's liens for improvements made, or contracted for, by Westrec. Westrec must give written notification to all contractors making any improvements on the MOA of the provisions of this Agreement.

~~30.~~29. **Indemnity.**

(a) **Westrec's General Indemnity**.

City hereby agrees to indemnify Westree for claims brought against Westrec only to the extent that they are found to result from the sole negligence of the City, its governing body, or its employees. Tbis indemnification shall not be construed to be an indemnification for the acts, or omissions of third parties, independent contractors, or third party agents of the City. This indemnification shall not be construed as a waiver of the City's sovereign immunity, and shall be interpreted as limited to only such traditional liabilities for which the City could be liable under the common law interpreting the limited waiver of sovereign immunity. Any claims against the City must comply with the procedures found in §768.28, Florida Statutes. In order to comply with the requirements of §129.06, Florida Statutes, and Article VII, Section 10 of the Florida Constitution, the value of this indemnification is limited to the lesser of the amount payable by either party under the substantive provisions of this Agreement, or the limitations of §768.28, Florida Statutes. In addition, this indemnification shall be construed to limit recovery by the indemnified party against the City to only those damages caused by City's sole negligence, and specifically not include any attorneys' fees or costs associated therewith.

(b) **Environmental Indemnity**.

Westrec is responsible only for the payment of that portion of any cleanup cost for compliance with hazardous materials laws that arise during the term of this Agreement as a result of a discharge of hazardous materials directly attributable to the negligence of a Westrec employee. The City is responsible for all other cleanup costs, including all costs associated with environmental compliance at the Marina, and the City is responsible for insuring that any otber responsible party participate in the clean up to the extent of its responsibility for relief. Westrec

shall indemnify, defend, and hold harmless the City from and against all claims, liabilities, losses, damages, and costs, foreseen or unforeseen including without limitation counsel, engineering, or any other professional or expert fees, that the City may incur by reason of the negligence of Westrec employees during the term of this Agreement as set forth herein. This section survives the expiration or earlier termination of this Agreement.

~~31~~ 30. **Alternative Dispute Resolution.**

Westrec and the City agree that any controversy or claim arising out of or relating to this Agreement, or breach thereof, shall be first subject to mediation by a mutually agreed upon mediator before any suit is filed.

~~32~~.31. **Current Marina Debt.**

(1) Both parties recognize that there is existing current marina debt.

a. Current Bonds. The City previously issued tax-exempt debt in the amount of $6.4 million to finance various improvements to the Marina. The debt service schedules are attached to this Agreement as Exhibit 1.

b. Conversion of Tax Exempt Debt To Taxable Debt for "private activity" Use. The City has outstanding indebtedness relating to marina improvements as set forth in Exhibit 2. Notes were issued in 2005 and 2009 to banks bearing interest at tax-exempt rates because under federal income tax law, the City qualified for the tax exemption as the owner and operator of the Marina.

(2) Westrec agrees to cooperate with the City to maintain this tax exemption, thus avoiding estimated maximum present value of the additional interest cost to the City of $1,082,745.60. The City shall provide notice to Westrec, and an opportunity to cooperate with the City, as to the measures that may be necessary to protect the tax exempt status of the debt financing.

~~33~~ 32. **Reservations.**

Reservations are currently accepted up to four (4) months in advance. Westrec has provided an operations plan relating to reservations policy, including reservations, software, prepaying requirements and cancellation policies.

Any changes to the reservations policy must be approved by the City Manager.

~~34~~.33. **Facilities.**

Westrec will maintain the premises in good order and in sanitary and safe condition.

Westrec shall provide one boat slip, as needed, for use by the City for a police boat at all times during the term of this Agreement.

~~35.~~34. **Festivals and Special Events.**

The City hosts a number of festivals and special events: primarily the Shrimp Festival the first weekend in May, the Kingfish fishing tournament in June, and July 4th fireworks show. Frequently these events draw boaters and fill marina slips. Some festivals and special events might have some impact on the Marina operations and Westrec will cooperate with the City and designated festival committees in planning activities to support the Marina .

36.35. **Collection of Delinquent Accounts.**

The City invoices its customers for dockage both in advance and in arrears depending on the nature of the business relationship. Routinely, the City has a list of delinquent accounts ranging from a few hundred dollars to several thousand dollars. The City routinely works with its customers to bring all delinquent accounts current. Westrec shall provide its collection policies and procedures and how they would be applied to the Marina Operations Area.

37.36. **Use of Trademarks, Service Marks and Related Items**

In providing its services under this Agreement, Westrec will use the name, trademark and service mark "WESTREC" and such other trademarks, service marks, logos, commercial symbols, insignia and designs as Westrec shall deem appropriate (collectively, the "Trademarks") and certain operations manuals and software (including operations, emergency procedures, personnel, risk management and accounting software and manuals), formats (including financial reporting and budgeting formats) and forms (including bookkeeping, accounting and lease forms) and software (collectively, the "Proprietary Material"). Westrec hereby grants City the nonexclusive, nontransferable right to have Westrec, for the benefit of City, use the Trademarks and Proprietary Material in connection with the management and operation of the Marina all subject to Westrec's complete control. It is understood and agreed that Westrec shall have the right to use and license others to use the Trademarks and Proprietary Material elsewhere for any purposes whatsoever, including without limitation in the management and operation of other marinas. Immediately upon the expiration or termination of this Agreement, City shall (a) return to Westrec all materials bearing any of the Trademarks and all Proprietary Material without retaining any copies thereof, and (b) cease all use of the Trademarks and Proprietary Material by all means required, including without limitation changing all telephone listings using any of the Trademarks, removing all signs bearing any of the Trademarks, and using its best efforts to have existing tenants at the Marina sign new leases to replace their existing Westrec lease forms. Nothing contained in this Agreement shall give City any right, title or interest in or to any of the Trademarks or Proprietary Material, except the mere privilege and license during the term of this Agreement to have Westrec, for the benefit of City, use the Trademarks and Proprietary Material in connection with the management and operation of the Marina. City acknowledges and agrees that the Trademarks and Proprietary Material are the exclusive property of Westrec and that City now asserts and will hereafter assert no claim to any goodwill, reputation or ownership of any of the Trademarks or Proprietary Material. City shall not do or permit any act or thing to be done in derogation of any of Westrec's rights in any of the Trademarks or Proprietary Material, either during the term of this Agreement or thereafter. City shall not, during or after the term of this Agreement, in any way dispute or impugn the validity of the Trademarks or Proprietary Material, the rights of Westrec therein, or the rights of Westrec or other licensees of Westrec to use the same, both during the

term of this Agreement and thereafter. The provisions of this section shall survive the expiration or termination of this Agreement.

37. **Florida Public Records Law Requirements**

Pursuant to Section 119.0701, Florida Statutes, Westrec shall: (a) keep and maintain all public records as that term is defined in Chapter 119, Florida Statutes ("Public Records"), that ordinarily and necessarily would be required by the City in order to perform the work contemplated by this Agreement; (b) provide the public with access to Public Records, on the same terms and conditions that the City would provide the records and at a cost that does not exceed the costs provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that Public Records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; (d) meet all requirements for retaining Public Records and transfer, at no cost to the City, all public records in possession of Westrec within thirty (30) days after termination of this Agreement, however terminated, and destroy any duplicate Public Records that are exempt or confidential and exempt from public records disclosure requirements and provide the City with a letter confirming that this has been done within thirty (30) days of the termination of this Agreement. All Public Records stored electronically must be provided to the City in a format that is compatible with the information technology of the City. If Westrec does not comply with a public records request, the City may pursue any and all remedies available in law or equity, including but not limited to specific performance.

IN WITNESS WHEREOF, the parties hereby have executed this Marina Management Agreement as of the date first-above written.

CITY:

By: _____
Name: Joe Gerrity
Title: City Manager

Attest: _____
Name: Caroline Best
Title: City Clerk

WESTREC:

WESTREC MARINA MANAGEMENT, INC.

By: _____

William W. Anderson, President

APPROVED AS TO FORM AND LEGALITY:

Tammi E. Bach, City Attorney

RESOLUTION 2014-141

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA ACCEPTING AND APPROVING A MANAGEMENT AGREEMENT AND A LEASE AGREEMENT WITH WESTREC MARINA MANGEMENT, INC.; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on September 21, 2009, the City Commission selected Westrec Marina Management, Inc.'s ("Westrec") proposal to manage the City's Marina and authorized negotiations of an agreement; and

WHEREAS, the City Commission approved a 5-year Marina Management Agreement and 5-year Lease Agreement for the dockhouse on December 15, 2009; and

WHEREAS, the 2009 Management Agreement and Lease Agreement will expire in December 2014; and

WHEREAS, the City Commission wishes to enter into a new Marina Management Agreement and Lease Agreement with Westrec, and both can be terminated by the City or Westrec without cause by giving 90 days' notice; and

WHEREAS, the management fees including the variable fees are included in the FY 2014/215 budget in the Marina Contractual account, 480-7500-575.3400.

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

SECTION 1. The City Commission hereby accepts and approves the Marina Management Agreement, attached hereto as Exhibit "A", and the Lease Agreement, attached hereto as Exhibit "B", with Westrec Marina Management, Inc. to manage the Marina and lease the dockhouse building located at 1 North Front Street.

SECTION 2. The City Manager and City Clerk are authorized to execute both agreements on behalf of the City upon approval of the City Attorney.

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

ADOPTED this 7th day of October, 2014.

ATTEST:

Caroline Best
City Clerk

CITY OF FERNANDINA BEACH

Edward E. Boner
Commissioner-Mayor

APPROVED AS TO FORM AND LEGALITY:

Tammi E. Bach
City Attorney

WESTREC
MARINAS

SOUTHERN REGIONAL OFFICE
801 North East Third Street, Dania Beach, Florida 33004
Phone 954-926-0300 ext. 4 Fax 954-922-5485
Email westrecsrmtv@prodigy.net

15 April 2014

Mr. Joe Gerrity, City Manager
The City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034

RE: The Fernandina Harbor Marina

Dear Joe,

It was nice meeting with you last month regarding the Fernandina Harbor Marina and the renewal of Westrec Marinas' contract to manage the property on behalf of the City. You expressed the City's desire to reduce expenses, and we discussed possibly cutting full-time marina positions and replacing them with part-time staff. I am concerned how this might affect the quality of service we provide and Westrec's reputation for personalized service that we have established at the Marina since our management contract began. As a result of our discussion, I have given considerable thought to how we could reduce the expenses of the Marina without compromising customer service or impacting its operations. Therefore, I would like to propose the following changes (with the City Commission's approval) to go into effect upon renewal of our management agreement this Fall.

1) We will reduce the full time staff by only one person, changing one of the fuel dock clerk / dockhand positions to part-time seasonal employment for 8 months out of the year, with the position eliminated during the 4 winter months. By instituting this, the annual savings would be $8,800.00.

2) Rather than cutting a second full time person to part-time seasonal in the same fashion as described above, and risk the quality of service that we are able to deliver to marina customers and the reputation we have built up there, we would instead reduce our annual management fee by $8,800.00 (the value of making that change).

3) During the 4 winter months, (November through February) we would close at 6:00 pm instead of 8:00 pm corresponding with Daylight Savings Time. This would save an additional $6,160.00.

Under this scenario, the City would retain Westrec's professional marina management services which include considerable promotion of the Fernandina Harbor Marina through our regional advertising and marketing program and all accounting and payroll operations for the marina, at a savings of $23,760.00. ($8,800.00 + $8,800.00 + $6,160.00). Westrec would like to renew our management agreement for a term of three years with two (one-year) options, the same time period as was our initial contract. I strongly believe that renewing Westrec's management contract for the operation of the Fernandina Harbor Marina provides far more than just numbers to the bottom line. Our company's experience and excellence in operations is widely known. If you have any questions regarding these proposed changes or anything with regard to our operations, please do not hesitate to contact me directly.

Best Regards,

Gary Groenewold
Vice President, Southern Area

GG/mtv

cc: Bill Anderson, Jeff Ellis, John Louis

File | Original
Fwd: | Original
to Westrec

CITY COMMISSION AGENDA ITEM
CITY OF FERNANDINA BEACH

SUBJECT: Resolution 2014-141
Lease and Management Agreement(s) – Westrec Marina Management, Inc.

DEPARTMENT: City Manager

ATTACHMENTS: ___ Ordinance _X_ Resolution
___ Support Documents ___ Other

RECOMMENDED ACTION: Approve Resolution 2014-141

SUMMARY: On September 21, 2009, the City Commission selected Westrec Marina Management, Inc.'s ("Westrec") proposal to manage the City's Marina and authorized negotiations of an agreement. The City Commission approved a 5-year Marina Management Agreement and 5-year Lease Agreement for the dockhouse on December 15, 2009. The 2009 Management Agreement and Lease Agreement will expire in December 2014.

The City Commission wishes to enter into a new Marina Management Agreement and Lease Agreement with Westrec, and both can be terminated by the City or Westrec without cause by giving 90 days' notice.

The highlights of the new management agreement are:

- Reduction of one full-time position to a seasonal part-time position resulting in a savings of $8,800 per year;
- Westrec Marina Management fee reduction in the amount of $8,800 per year;
- The Fernandina Beach Marina will be closed during the 4 winter months (their slow season) at 6:00 pm rather than 8:00 pm resulting in a savings of $6,160 per year.
- No change to the variable fee component of the agreement

Subsequent to these changes, the City will realize an annual savings of $23,760.

FISCAL IMPACT: Management fees including the variable fee is included in the FY 2014/2015 Budget in the Marina Contractual account, 480-7500-575.3400.

CITY ATTORNEY COMMENTS: None

DEPARTMENT HEAD	Submitted by: Joe Gerrity City Manager	Date: 9/22/14
	Requested Agenda	Date: 10/07/14
FINANCE DEPARTMENT	Approved as to Budget Requirements DTC	Date: 9/29/14
CITY ATTORNEY	Approved as to Form & Legality TEB	Date: 9/30/14
CITY MANAGER	Approved Agenda Item for 10/07/14	Date: 9/22/14

COMMISSION ACTION:

✓ Approved As Recommended	___ Disapproved
___ Approved With Modification	___ Postponed to Time Certain
___ Other	___ Tabled

Approved at the City Commission
Meeting
Held on 10/7/14
Voted: 5-0 Initial: JB

City of Fernandina Beach

OFFICE OF THE CITY CLERK

March 6, 2014

Michelle Van Lenten
Regional Coordinator
WESTREC MARINAS
Southern Regional Office
801 N. E. Third Street
Dania Beach, Florida 33004

RE: Lease and Management Agreements

Dear Ms. Van Lenten,

The Fernandina Beach City Commission at their Regular Meeting on October 7, 2014, approved Resolution 2014-141 approving a Management Agreement and a Lease Agreement to manage the Marina and lease the dockhouse building located at 1 North Front Street. Attached is a copy of Resolution 2014-141 and original executed Management and Lease Agreements for your files.

If you have any questions, please let us know.

Sincerely,
City of Fernandina Beach

Caroline Best
City Clerk

WESTREC MARINAS
16633 Ventura Blvd.
6th Floor
Encino, CA 91436
(818) 907-0400
Fax (818) 907-1104

June 17, 2020

Mr. Dale L. Martin
City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034

Dear Mr. Martin:

Thank you for the opportunity to assist you in evaluating your options for management of the Fernandina Harbor Marina. We have been a partner with the City of Fernandina Beach in managing the marina for more than a decade and are committed to working with you in choosing the best way forward for the City and the Marina.

Each of the marina management companies that responded to the RFP are well known, experienced, and qualified to manage the Marina. We are well acquainted with all of them. As demonstrated in the summary provided by Stantec, the fee structure proposed by each is substantially similar. All proposals blend a fixed fee with an incentive-based percentage of Revenue or Income, and we believe that to be a sound approach to structuring an agreement.

Not all the responders have experience in managing marinas for municipalities. We believe that experience is particularly important in this case. The City of Fernandina Beach leadership is especially engaged in the oversight of the marina and it is imperative that the marina contractor have experience in operating in this environment. Again, each of the marina management companies that responded to the RFP could assist the City in managing the Marina but not all have experience with municipalities.

Westrec's position remains the same as previously communicated; we are happy to continue under the terms of our current Management Agreement. We have an experienced team in place at the marina and can continue managing the marina without the interruption of a transition. We were sidelined briefly when the City hired a Project Manager to manage the marina reconstruction but as the marina has been completed and turned back to us we are off to a very strong start, especially given the extraordinary challenges presented by the ongoing COVID 19 pandemic.

As we have mentioned in the past, if there are functional parts of the Agreement that need to be revisited, especially in sharing responsibilities with various City departments, we are open to that discussion.

We have one request should we be given the chance to move forward and that is a clear delineation of authority at the Marina (we believe this should be considered with anyone that you chose to manage the marina). The marina management contractor needs a single point of contact with the City. There should be one person, the City Manager, or a waterfront manager... that provides direction to the marina manager. Although an advisory board can be a tremendous resource to the City, and an active Commission is essential to vibrant leadership in the community, no one can serve more than one master. The marina management contractor should not receive direction from everyone in a leadership position in the City. We respectfully request that you address this topic in any agreement with a marina management contractor.

Finally, cost is an important factor in choosing a management company, or not. If the financial impact of this decision takes the lead, the City should consider bringing the marina management in-house. It appears that the City may have the required skills already in-house in the Project Management team. If you choose to explore this option, we are available to assist in getting this course of action organized.

The success of the Marina is based upon the ability to host a quality experience for both the long-term marina tenants as well as the visiting boater. The Marina has long been a favorite stopping point for the transient boater. Growing revenue, managing expenses, and maintaining the asset are the essentials to delivering on this experience.

Westrec Marinas remains available to assist you in delivering a quality marina experience, or, if you wish, facilitating the transition to the next chapter in Fernandina Harbor Marina's long history.

With best regards,

Jim Frye, CMM
VP Westrec Marinas

Marina Management/Lease RFP Scoring Notes

Nate Coyle; 8/11/2020

Scoring Notes:

1. For technical capability scoring, I applied a 3 (meets expectations) for all firms as they appeared to have basic qualifications, then provided incremental additions or subtractions for capabilities that stood out or were perhaps missing.
2. For previous experience, I provided a point for each comparable experience highlighted in the report and one full additional point for marinas managed if more than 3. I also provide an additional full point for best average user rating among marinas.
3. For the financial component, I applied a 3 for all firms and provided a full point addition for best net position and full point reduction for lowest net position. I provided a half-point deduction for F3 due to the variable fee component which could likely be negotiated as mentioned during the discussion.

OASIS Marinas

Technical Capability (4.25 Points)

Scope of Work Items: Administer Daily Ops, Train Personnel/Display Professional Appearance, Coordinate/Implement Budget, Set/Adjust Fees, Administer Hurricane Plan, Prepare/Implement Marketing

- The Oasis proposal defined a comprehensive/innovative training program for Oasis staff members. A corporate-level training program will ensure consistency in training from start to finish. **(+.25 Points)**
- Corporate staff is appropriately qualified.
- References checked/received indicate professional service and staff.
- Oasis outlined integration of training for hurricane preparedness and use of its SOP Manual.

Marketing Services

- Oasis displayed a comprehensive proposal for marketing and mentioned development of a "strategy or plan". Oasis websites do a good job of integrating with local business partners (shopping/dining/lodging) and including upcoming events to attract individuals to the area, not just the marina. I appreciated how the marina was integrated into the marketing for the National Harbor business association website; I think a similar concept would be great for the Fernandina Beach downtown businesses (Fernandina Beach Main Street Website). In short, this appears to follow the logic of leveraging community and marina amenities as an attraction. The Oasis marketing capabilities and approach appear well thought-out and would bring benefit to the marina/community. **(+.25 Points)**
- I appreciate the use of "Snag-a-Slip" to provide an online/automated reservation process and view booking availability. Automating this process could offset a small portion of staff-load who may receive phone calls about slip availability (for those that use the Snag-a-Line feature). I think many folks are migrating toward these types of reservation tools. Along these lines, I noted the VP of Technology has an interesting background in innovative app development and

would be a great partner to have on the team to provide continued innovative ideas. **(+.25 Points)**

- Oasis provided background on financial reporting tools and reservation systems which appear adequate.

Implement Budget/Set Fees/Maximize Revenue

- There is great value in the establishment of a 3-5 year management plan that aligns goals and expectations as proposed by Oasis. This tool can also provide a metric for performance. I have reviewed a plan and SWOT analysis that was requested/provided by Oasis for another marina and believe this is a great planning tool offered by Oasis. Also, an annual competitive fee analysis, as proposed, is a good way of ensuring a competitive fee structure which will maximize revenue. Recommend writing the fee analysis into the contract. **(+.25 technical capability)**
- Oasis stated documented success increasing revenue at both National Harbor and Harbor East marinas highlighted within the report. **(+.25 Points)**

Previous Work Experience (4 Points)

(1 Point for Each up to 3; Additional Point for Marinas Beyond 3)

- Oasis provided three marinas for comparison (Two in MD, one in DC) and manages multiple others. **(4 Points)**
- Oasis is leveraging two marina business advisors with specific FL experience. Oasis does manage a marina in Florida (Tampa).
- Oasis as a corporation has been in operation for 5 years.
- Average Active Captain average user rating for all marinas operated by Oasis is 4.1.

Financial Proposal Component (4 Points)

- Oasis has provided a financial proposal that creates the best net operating income scenario for the marina. There was some concern voiced over the proposed budget in the submittal. To make comparison, I applied the same fixed/variable fees for all submittals, where possible, to the proposed Fernandina Beach Draft Marina 20-21 budget while removing WestRec fees and maintaining WestRec proposed personnel cost (although Oasis proposes a staffing reduction). Oasis still appears to provide the best net operating condition.
- Oasis has lowest fixed and variable fees among proposals where applicable. As a clarification, Oasis confirmed that the variable fee (1.5% of revenue) only applies to slip rentals as was confirmed in the 6 August presentation. **(+1 Points – Oasis set the benchmark for fixed and variable fees)**

Additional Considerations (If Selected)

- The partnered development of a marina management plan will provide good benefit to both parties. Within the master plan, I imagine that a percentage of revenue (and expense) growth will be defined. Perhaps add a provision to the contract to agree upon a reasonable percentage

of growth defined in this plan to be achieved by a specified time, and offer a second financial incentive if that mutually agreed upon target is met.

- Perhaps consider including the annual fee analysis report proposed in the RFP as a contract requirement to ensure it does not get missed in future years.
- Perhaps consider negotiating for the City Manager to have authority to concur with selection of the marina manager.

Safe Harbor

Technical Capability (3 Points)

Scope of Work Items: Administer Daily Ops, Train Personnel/Display Professional Appearance, Coordinate/Implement Budget, Set/Adjust Fees, Administer Hurricane Plan, Prepare/Implement Marketing

- The Safe Harbor proposal did not detail a hiring/training program for its employees. I noted the background of the training/integration manager and reference checks from other marinas indicate professionally trained staff. Also, the Safe Harbor proposal did not outline ability to implement a hurricane preparedness plan. I did note that Safe Harbor manages multiple marinas in FL so I anticipate that there is some level of experience with this but believe it would have been beneficial to understand experience related to hurricanes. I believe these are two important capabilities, even under a lease arrangement. **(-.25 Points)**
- Corporate staff qualifications appear adequate. (No Additional Points)
- References checked/received indicate professional service and staff.

Marketing Service

- Safe Harbor did not outline a marketing strategy within the proposal. I believe this would have still been a valuable component of the proposal since revenue growth impacts the lease payment proposed and overall marina success. **(-.25 Points)**
- That said, Safe Harbor does have appealing websites that promote Safe Harbor as a brand and it appears that there is a strong following of that brand. A known brand, in lieu of individual marina identity, may bring benefit since it appears there is a large following for Safe Harbor. I also believe the development/use of an App for its members provides good service to marina users who are seeking partnered marinas for use. **(+.25 Points)**
- It appears that most Safe Harbor websites market its brand and specific marina amenities. The sites do show some local events under an "Experiences" tab. I did not see an integration of local businesses on Safe Harbor websites. It appears that members may enjoy local and national retail discounts, but I was unable to view what these discounts might be on the website.

Implement Budget/Set Fees/Maximize Revenue

- The City would be freed from budgetary and operational concerns related to the marina under this proposal. The City's interest in maximizing revenue would be limited to base rent or percentage of gross profit as outlined within the proposal. Certainly, in this proposal, the lessee would be motivated to maximize revenue and administer slip rentals which would further the City's financial interest under the proposal. A private entity may have greater flexibility to operate as a private enterprise. **(+.25 Points)**
- While the investment in capital, capped at $250K every 10 years is beneficial, I read the proposal as the decision for how to spend these funds is at the lessee's discretion. When asked during the 6 August meeting if this money could be used for dredging, the response was that it could be a

discussion. This should be noted as an enterprise may have different interests than the City in where these funds are allocated in the future.

- As written in the proposal, the extension provision appears to be at the option of the lessee if not in default of the lease. To extend the lease for 10 years Safe Harbor must show evidence of $250K in capital expense however, as written, Safe Harbor could elect to forego spending this money on capital in a 10-year period if it does not intend on renewing the lease. In short, I don't read this as a guaranteed investment in the marina over a ten-year period but rather an investment by Safe Harbor if it intends to utilize its lease option.

Previous Work Experience (4 Points)

(1 Point for Each up to 3; Additional Point for Marinas Beyond 3)

- Safe Harbor has substantial experience managing marinas and providing customer service as evidenced by reviews and other previous experience. 3 Marinas were identified (from CA) within the submittal. Safe Harbor does operate multiple marinas in FL as well. **(4 Points)**
- Safe Harbor as a corporation has only been in operation for 4 years.
- Average Active Captain ratings for all marinas operated by Safe Harbor is 4.3.

Financial Proposal (2 Points)

- I appreciate the partnership to invest in the facility up front and over time. Assuming $25,000 per year, $1M amortized over 10 years ($100K per year), and $250K in capital investment spread across the same term ($25K per year) this does not provide the best net operating scenario for the City as compared to management options. I was unable to determine the likelihood for use of the up to $2.5M to cover a "shortfall". The Stantec report estimates an annual $46K revenue source from this lease which appears to be the lowest net benefit to the City. **(-1 Point)**
- It should be noted that a long term lease of the marina would likely trigger an obligation for the lessee to pay ad valorem taxes. This may be a slight benefit to local taxing agencies, although an expense to the marina operator.
- There would be a sales tax benefit on the expenditures of the marina as a private enterprise that currently does not exist with expenditures carried by the City under the management option.

Additional Considerations (If Selected)

- Safe Harbor proposes up to a 60-year lease for the marina with up-front and renewal funding provisions for the lease. Much of the waterside marina infrastructure will be in new condition following restoration; consider the lessee's ability to decline a renewal option in future years as the marina infrastructure ages and requires greater O&M and capital expense to maintain that infrastructure.
- Under a lease agreement, the setting of fees and reservation of slips (to include evictions) would not be of City purview. During the 6 August meeting, I inquired as to the fee setting process and it was stated that a provision could be added to the lease to control escalation of fees over time. An example where this might impact the City is if there is a desire to attract and subsidize a form of commercial marina activity or perhaps a community event utilizing the marina.
- I would recommend that a long term lease agreement contemplate planning expectations between the City and Safe Harbor as any future impact to leasehold assets by City-initiated

modifications at the waterfront which might impact marina facilities may need to be negotiated and agreed upon by both parties. I am not aware of what this might be, but 60 years is a long time.

- If selected, consider the lease assignment provision in case the lessee may have interest in selling the lease/business at some point in the future.

F3 Marina Proposal

Technical Capability (4.25 Points)

Scope of Work Items: Administer Daily Ops, Train Personnel/Display Professional Appearance, Coordinate/Implement Budget, Set/Adjust Fees, Administer Hurricane Plan, Prepare/Implement Marketing

- Proposal certainly outlined an interest and focus on training with a strong training program. A corporate-level training program will ensure consistency in training from start to finish. **(+.25 Points)**
- F3 stated that marina manager would require or be working toward CMM or CMO designation **(+.25 Points).**
- Corporate staff/leadership appears to have adequate qualifications.
- References checked/received indicate professional service and staff.
- The proposal referenced implementation of a hurricane plan under scope of services. I noted work experience working with and following hurricanes (Matthew and Sandy).

Marketing Services

- F3 websites are appealing and do a good job of integrating local events. I did not see any innovative tools (apps/online reservations) to improve customer experience as are being utilized by Oasis and Safe Harbor. I noted the interest and capability of integrating community businesses into the marketing strategy for a marina, and I did note the "neighborhood" section listed on many of its marina websites. Posts on Facebook are professional/appealing, current, and integrate local business and event activity. **(+.25 Points)**
- F3 has outlined its marketing strategy with a proposal to build a marketing plan/strategy independently for the Fernandina Beach Marina.

Implement Budget/Set Fees/Maximize Revenue

- F3 showed documented success increasing occupancy and revenue at both Reefpoint and Titusville marinas highlighted within the report. **(+.25 Points)**
- Other financial reports and budgeting reports proposed for use appear adequate as would be expected.
- F3 is a diversified corporation with many different interests. The brokerage and commercial development capability of F3 could provide some benefit to the City within the waterfront development effort if public/private partnerships or commercial property leases may be of interest to the City in the future as there may be shared benefit by both parties. **(+.25 Points)**

Financial Proposal (2.5 Points)

- I struggled to make comparison of the variable fee component from this proposal. This submittal proposes a variable fee of 20% gross revenue over the 19-20 base year gross revenue. The marina is not yet fully operational in FY19-20, which would result in a very large variable fee

after a full year of operation not attributable to influence by F3 management. When asked about this during the 6 August meeting, F3 representatives stated that this was placed in the proposal as the beginning point of negotiating, however I think a growth over baseline model may be challenging for the marina at this time and perhaps another model could be considered, if selected. If utilizing the current projection to end of fiscal year ($736K gross revenue) and FY20-21 budget ($2.6M gross revenue), this variable fee would be significant. **(-.5 Points)**

- The fixed fee is higher than Oasis or Mobius.

Previous Work Experience (4 Points)

(1 Point for Each up to 3; Additional Point for Marinas Beyond 3)

- F3 provided previous work experience from three marinas, two of which are in Florida, and manages multiple others. **(4 Points)**
- I was unable to determine how long the corporation has provided marina management services.
- Average Active Captain user ratings for all marinas operated by F3 is 4.2.

Additional Considerations (If Selected)

- If selected, I recommend seeking a variable fee method which recognizes benefit/enhancement of marina operations driven by F3 and is not influenced by reopening of the marina. It sounds as though F3 is open to negotiation on establishing the variable fee.
- Perhaps consider negotiating for the City Manager to have authority to concur with selection of the marina manager.

Mobius Marine

Technical Capability (3.25 Points)

Scope of Work Items: Administer Daily Ops, Train Personnel/Display Professional Appearance, Coordinate/Implement Budget, Set/Adjust Fees, Administer Hurricane Plan, Prepare/Implement Marketing

- The proposal briefly touches on training which seems to be the responsibility of each marina manager. The training program does not seem to be as robust as the corporate-driven programs from Oasis and F3.
- I noted a 7/10 rating on a reference check questionnaire for Palm Coast related to training and preparedness with staff. I followed-up with the individual, and this rating was related to the transition in management where there was a spin-up time for staff to become trained and efficient. After getting through the transition, training of staff has never been an issue according to the reference source. This might be a consideration for Mobius (see comments above).
- There was a 7/10 rating for maintenance of the marina on Palm Coast reference check. I followed-up on this and the individual stated that this was related to funding availability of the owner to maintain the marina. The reference stated that the marina manager did a great job with available funding.
- All other reference check responses were very supportive of services provided by Mobius.
- Corporate staff/leadership appears to have adequate qualifications.
- The proposal referenced implementation of a hurricane plan that will be developed and available for review by the marina owner. With management of two marinas in FL, I anticipate that Mobius has a level of experience implementing these plans.
- The property management experience of Mobius may provide additional benefit to the City with property management experience adjacent to a marina (see Marineland experience) if there is any desire by the City to develop and request these services along the City's waterfront in the future. **(+.25 Points)**

Marketing Services

- Mobius has stated that it has the capability to build a marketing plan/strategy for the marina. The intended marina manager has documented success building a marketing strategy and served as a marketing director in his professional career. The website for the Marineland marina was visually appealing and integrated local businesses (there was no events calendar). The Palm Coast website did not provide any community information and was on the simpler end of websites when compared to other agencies. Posts on Facebook are professional/appealing, current, and integrate local business and event activity.

Implement Budget/Set Fees/Maximize Revenue

- Mobius has identified the ability to assist with the budget process. Mobius stated that it regularly does market research to establish fees. The proposal stated that financial reporting documents will be produced to meet the needs of the City.
- I noted that the previous experience for Palm Coast states that the agency reduced expenses and increased the marina's net by 30% which sounds as though it may be from an expense

reduction (perhaps) in lieu of revenue generation. This may still be a noteworthy capability if the agency can seek out efficiencies to reduce expenses. **(+.25 Points)**

Previous Work Experience (3 Points)

(1 Point for Each up to 3; Additional Point for Marinas Beyond 3)

- Mobius provided two marinas and experience as a property manager adjacent to a marina under its purview for review. Safe Harbor, Oasis, and F3 all have multiple marinas under contract which may provide greater depth/experience to pull from. After some research, I believe these may be the only two marinas under management by Mobius Marine since 2011. **(2 Points for two marinas; no others identified)**
- Mobius Marine has operated as a Florida corporation for 9 years.
- Average Active Captain ratings for the two marinas operated by Mobius is 4.6. This is the highest rating of all compared average user review ratings in this report. **(+1 Point)**

Financial Proposal (3 Points)

- The Mobius fixed fee is less than the F3 fee. I reviewed the proposed budget and also estimated net operating position based upon the 20-21 marina budget, removing Westrec fees, and adding Mobius fees. The variable fee from the FY20-21 budget was around $50K, (just slightly higher than the Stantec report projection).
- The fixed fee is higher than Oasis but less than F3.

Additional Considerations (If Selected)

- Mobius has proposed 10% of operating net as the variable fee component. This is reasonable, but it should be noted that methods for increasing this fee would include revenue generation and expense reduction, which are both beneficial to the City as long as expense reduction is not the result of deferring any maintenance or reducing level of service(s) (unless supported by the City).

Rating Notes – Pauline Testagrose

Coastal – Withdrew

Founders 3

Technical Capabilities – Listed the Scope of Services (26). Used Dock One for reservations

Previous Experience – 12 Marinas under management

Financial Component – One-time start-up fee $10,000. Management fee $78,000. Highest variable fee at 20% over base year 19/20. Said it was intentional as a starting point for negotiations. Also charge monthly fee (Annual Travel $1,800/FT Employee $900/PT Employee) for their training program. Highest Fee.

Mobius Marine

Technical Capabilities – Listed the Scope of Services (26) and how they would be achieved. Social Media and word of mouth.

Previous Experience – Smaller - 4 Marinas under management

Financial Component – Management fee $70,000. Variable fee at 10% annual Operating Net income (before Capital and Debt Service). Fee is higher than Oasis by estimated $36K

Oasis

Technical Capabilities – Listed the Scope of Services (26) and how they would be achieved (very in depth). Uses Snag a Slip for reservations.

Previous Experience – 20 Marinas under management

Financial Component – Management fee $48,000. Variable fee at 1.5% of Revenue. Clarified to exclude Fuel. Lowest fee.

Safe Harbor

Technical Capabilities – Encourages membership (40,000 Boating members) and offers incentives.

Previous Experience – 106 Marinas under management

Financial Component – Lease $1,000,000 for a 10-year term. Base Rent $25,000 or 10% of Marina gross profits, with a 1% increase up to 15%, whichever is greater. Will spend at least $250,000 on Capital to trigger the next 10-year renewal. General Fund Ad Valorem Taxes???

CITY OF FERNANDINA BEACH
RFP 2020-02 MARINA MANAGEMENT/LEASE
PROPOSAL PRESENTATION MEETING
August 6, 2020 – 10:00AM

Committee members present: City Attorney, Tammi Bach; Comptroller, Pauline Testagrose; Airport Director Nathan Coyle; MAB member Coleman Langshaw

Staff members present: Purchasing Agent, Wanda Weaks; Legal Assistant, Katie Newton

Others present: Joe Springer, Genece Minshew, Chip Ross, Paul Lore; Kevin McCarthy; Joe Blanchard; Suanne Thamm; Bryn Byron

The meeting was called to order at 10:02am.

Five presentations were on the agenda via a Zoom virtual meeting. Coastal Marina Management; Founders Marina Management, d/b/a F3 Marinas; Mobius Marine, Inc.; Oasis Marinas; and SH Marinas, LLC, d/b/a SH Marinas.

Mobius Marine, Inc. was the first presentation. Attendees were Chris Kelly, President and Brad Miller, Project Manager. Chris Kelly gave a short presentation discussing the marketing strategy and promoting Fernandina Beach downtown businesses. Brad Miller noted that Mobius Marine has an in-house maintenance manager.

Founders Marina Management was the second presentation. Attendees were John Matheson, President, Alain Giudice, Sr. Vice President; Phil Cook, Manager of Finance & Operations. John Matheson discussed the fact that F3 was in the hospitality business first and would be more aware of promoting Fernandina Beach and the marina. F3 uses "Dock One", a program for boaters to rent a slip (similar to booking a hotel room). F3 has a quality training program, cross training employees and setting goals. A marina manager is required to be certified. Alain Giudice would be relocating to Daytona for a home base, making him closer to Fernandina.

Oasis Marinas the third presentation. Attendees Brian Arnold, VP of Business Development presented. Brian Arnold discussed the fact that Oasis has been in the hospitality business and uses snag-a-slip. Oasis has a plan for marketing and promoting Fernandina as a destination. Oasis would implement a three to five-year master plan. The dockhands are referred to as Marina Service Associates. Oasis promotes employee training and development to insure the best possible marina experience. Oasis would be interested in interviewing the current marina employees.

S&H Marinas the fourth presentation. Attendees Jason Hogg, Chief Investment Officer and Luke Taylor, Director of Acquisitions. Jason Hogg discussed the fact that S&H Marinas 106 locations in twenty-two states, thirteen of those in Florida. The City of Fernandina Beach marina would fill a void on the eastern coastline of Florida for S&H Marinas. Partnering with S&H would save money for the City. S&H would re-invest in the facility. S&H uses a "black card" program with benefits for boaters staying in Safe Harbor marinas. S&H was the only submittal for a ten-year lease.

CITY OF FERNANDINA BEACH
RFP 2020-02 MARINA MANAGEMENT/LEASE
PROPOSAL PRESENTATION MEETING
August 6, 2020 – 10:00AM

Coastal Marina Management was to be the fifth presentation attended by Connie Chesscher, Operations Manager. Coastal hung up from the Zoom meeting. After returning to Finance, Coastal Marina has sent an email withdrawing their proposal.

The evaluation committee members asked questions regarding marketing, marina maintenance, marina fees, employees, transient fees versus local charter boat fees versus long-term boater fees and how to balance fees between each. Each proposer answered the questions to the satisfaction of the evaluation committee members.

Meeting adjourned 11:58am.

CITY OF FERNANDINA BEACH
RFP 2020-02 MARINA MANAGEMENT/LEASE
PROPOSAL PRESENTATION MEETING
August 13, 2020 – 10:00AM

Committee members present: City Attorney, Tammi Bach; City Comptroller, Pauline Testagrose; Airport Director Nathan Coyle; MAB member Coleman Langshaw

Staff members present: Purchasing Agent, Wanda Weaks; Legal Assistant, Katie Newton

Others present: Joe Springer, Genece Minshew, Chip Ross, Joe Blanchard; Suanne Thamm;

The meeting was called to order at 10:00am.

City Attorney, Tammi Back began the evaluation discussion noting information used by the evaluation committee to make the evaluations of each submitter. The evaluation committee formulated questions for references to each submitter. All references were contacted with these questions and all questions were answered. Ms. Bach gave Oasis the highest score. Oasis got very close to the 20-21 budget for Westrec.

Airport Director, Nathan Coyle gave Oasis the highest score based on technical capabilities, previous experience, marketing, and planning.

MAB member Coleman Langshaw approached scoring from that of a former Marina Director with not much weight on the financial aspect. Mr. Langshaw gave F3 Marinas the highest score. He liked F3's approach from the hospitality standpoint and felt the F3 put community input at the forefront.

City Comptroller, Pauline Testagrose gave Oasis the highest score based on previous experience, technical capabilities, and lowest fees.

Founders 3 Marinas and Oasis had very strong proposals. The final decision came down to the financial.

City Attorney Bach made a motion to award as the number one contender, Oasis Marinas and a second to Founders 3 Marinas should a contract with Oasis not be negotiated. Airport Director, Coyle seconded the motion. The motion was carried by City Comptroller, Testagrose and MAB member Coleman Langshaw.

The evaluations and scoring will be given to the Marina Advisory Board for a meeting to be held on August 24, 2020. If the motion is carried, the resolution for award will go to commission September 1, 2020.

The meeting was adjourned at 10:30am.

Marina Lease
RFP 2020-02

Combined Evaluations

	Criteria	Weight
1	Technical Capabilities	30
2	Previous Experience	30
3	Financial Component	40
		100

Rating (used to fill in yellow boxes)

0	Did not address
1	Significant deficiencies
2	Some deficiencies
3	Meets requirements/expectation
4	Slightly exceeds expectations
5	Greatly exceeds expectations

Criteria	Coastal Marina Management	Total	Founders 3 Marina Management	Total	Mobius Marine Management	Total	Oasis Marinas LLC	Total	Safe Harbor Marinas LLC	Total
1 Technical Capabilities	0	0	16.25	97.5	12.25	73.5	18.25	109.5	14	84
2 Previous Experience	0	0	15	90	10	60	17	102	16	96
3 Financial Component	0	0	10.5	84	12	96	17	136	6	48
	Withdrew Proposal 8/6/2020									
SCORE		0		271.5		229.5		347.5		228

Marina Management/Lease
RFP 2020-02

Tammi Bach

	Criteria	Weight
1	Technical Capabilities	30
2	Previous Experience	30
3	Financial Component	40
		100

Rating (used to fill in yellow boxes)

0	Did not address
1	Significant deficiencies
2	Some deficiencies
3	Meets requirements/expectation
4	Slightly exceeds expectations
5	Greatly exceeds expectations

Criteria	Coastal Marina Management	Total	Founders 3 Marina Management	Total	Mobius Marine Management	Total	Oasis Marinas LLC	Total	Safe Harbor Marinas LLC	Total
1 Technical Capabilities		0	3	18	2	12	4	24	2	12
2 Previous Experience		0	2	12	2	12	4	24	2	12
3 Financial Component		0	1	8	3	24	5	40	1	8
SCORE	Withdrew Proposal 8/6/2020	0		38		48		88		32

Marina Management/Lease
RFP 2020-02

Nathan Coyle

	Criteria	Weight
1	Technical Capabilities	30
2	Previous Experience	30
3	Financial Component	40
		100

Rating (used to fill in yellow boxes)

0	Did not address
1	Significant deficiencies
2	Some deficiencies
3	Meets requirements/expectation
4	Slightly exceeds expectations
5	Greatly exceeds expectations

Criteria	Coastal Marina Management	Total	Founders 3 Marina Management	Total	Mobius Marine Management	Total	Oasis Marinas LLC	Total	Safe Harbor Marinas LLC	Total
1 Technical Capabilities		0	4.25	25.5	3.25	19.5	4.25	25.5	3	18
2 Previous Experience		0	4	24	3	18	4	24	4	24
3 Financial Component		0	2.5	20	3	24	4	32	2	16
	Withdrew Proposal 8/6/2020									
SCORE		0		69.5		61.5		81.5		58

Marina Lease
RFP 2020-02

Coleman Langshaw

	Criteria	Weight
1	Technical Capabilities	30
2	Previous Experience	30
3	Financial Component	40
		100

Rating (used to fill in yellow boxes)

0	Did not address
1	Significant deficiencies
2	Some deficiencies
3	Meets requirements/expectation
4	Slightly exceeds expectations
5	Greatly exceeds expectations

Criteria	Coastal Marina Management	Total	Founders 3 Marina Management	Total	Mobius Marine Management	Total	Oasis Marinas LLC	Total	Safe Harbor Marinas LLC	Total
1 Technical Capabilities	0	0	4	24	4	24	5	30	4	24
2 Previous Experience	0	0	5	30	2	12	5	30	5	30
3 Financial Component	0	0	5	40	2	16	4	32	2	16
SCORE	Withdrew Proposal 8/6/2020	0		94		52		92		70

Marina Management/Lease
RFP 2020-02

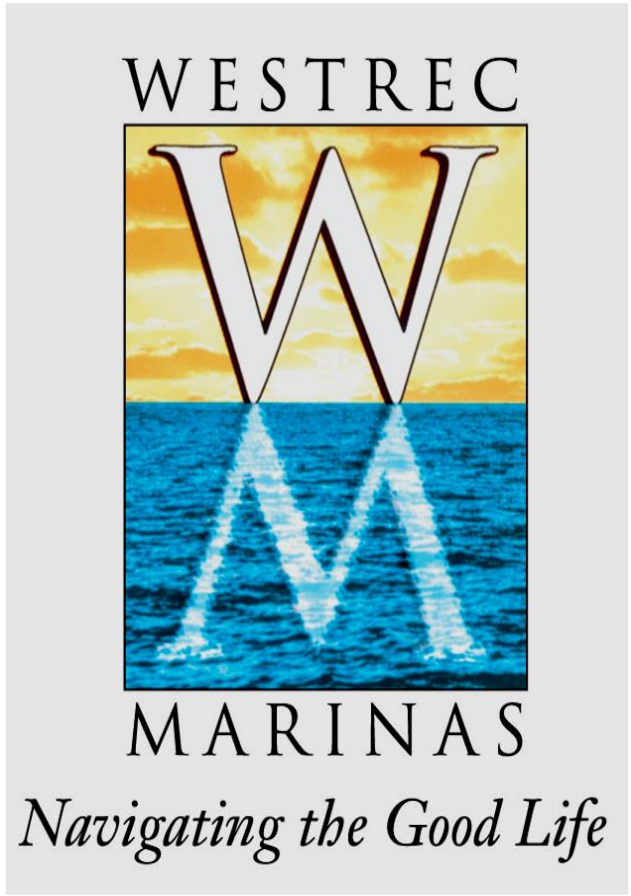
Pauline Testagrose

	Criteria	Weight
1	Technical Capabilities	30
2	Previous Experience	30
3	Financial Component	40
		100

Rating (used to fill in yellow boxes)

0	Did not address
1	Significant deficiencies
2	Some deficiencies
3	Meets requirements/expectation
4	Slightly exceeds expectations
5	Greatly exceeds expectations

Criteria	Coastal Marina Management	Total	Founders 3 Marina Management	Total	Mobius Marine Management	Total	Oasis Marinas LLC	Total	Safe Harbor Marinas LLC	Total
1 Technical Capabilities		0	5	30	3	18	5	30	5	30
2 Previous Experience		0	4	24	3	18	4	24	5	30
3 Financial Component		0	2	16	4	32	4	32	1	8
	Withdrew Proposal 8/6/2020									
SCORE		0		70		68		86		68



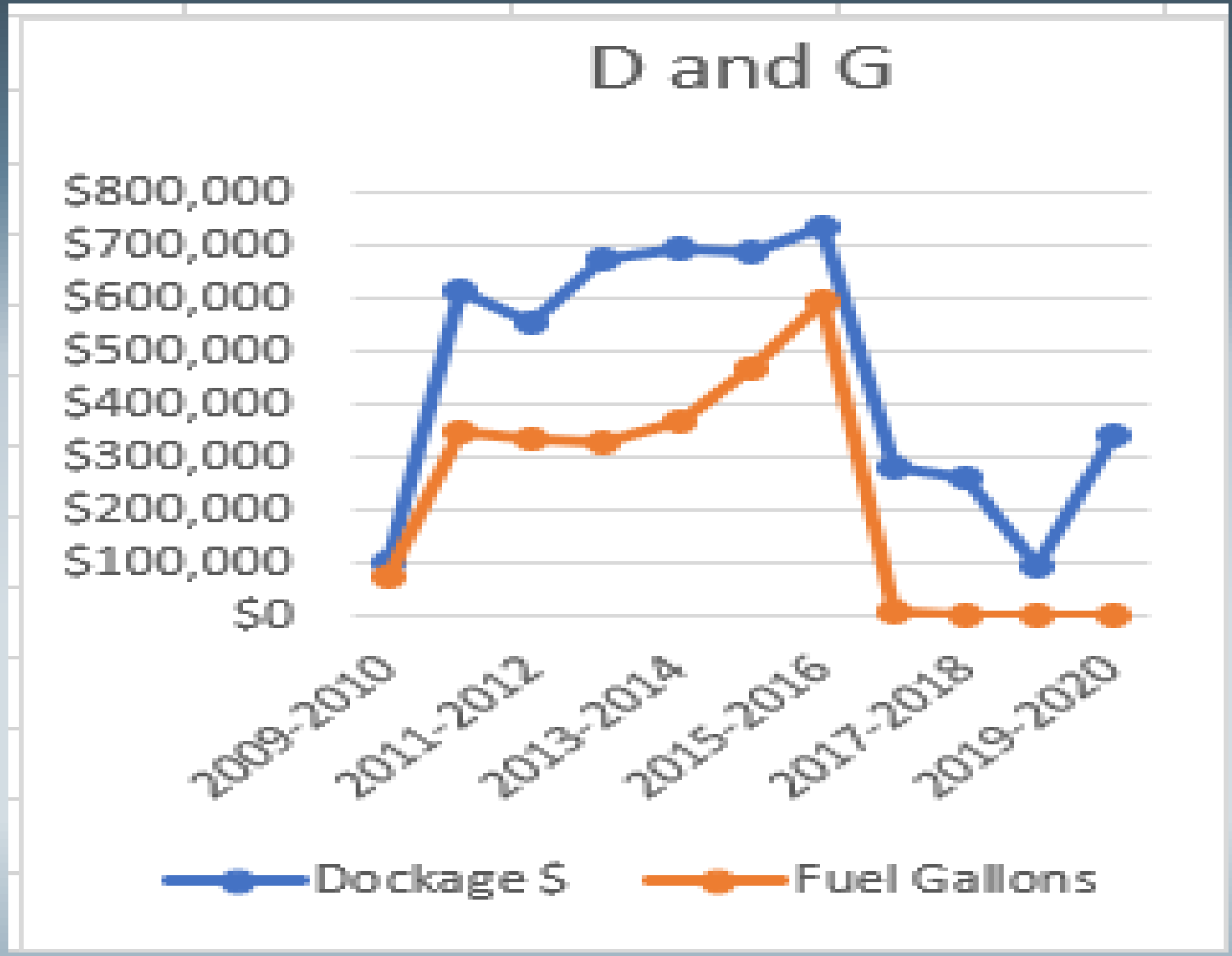
August 24, 2020

143,090	17722	4290	12780
Reviews	Marinas	Hazards	Anchorages

ActiveCaptain Community is everywhere.

265 Total Reviews with rating of 4.2 Stars

105 - 5 Star reviews / 253 of 265 Reviews 3 stars or higher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2015-2016
2017-2018
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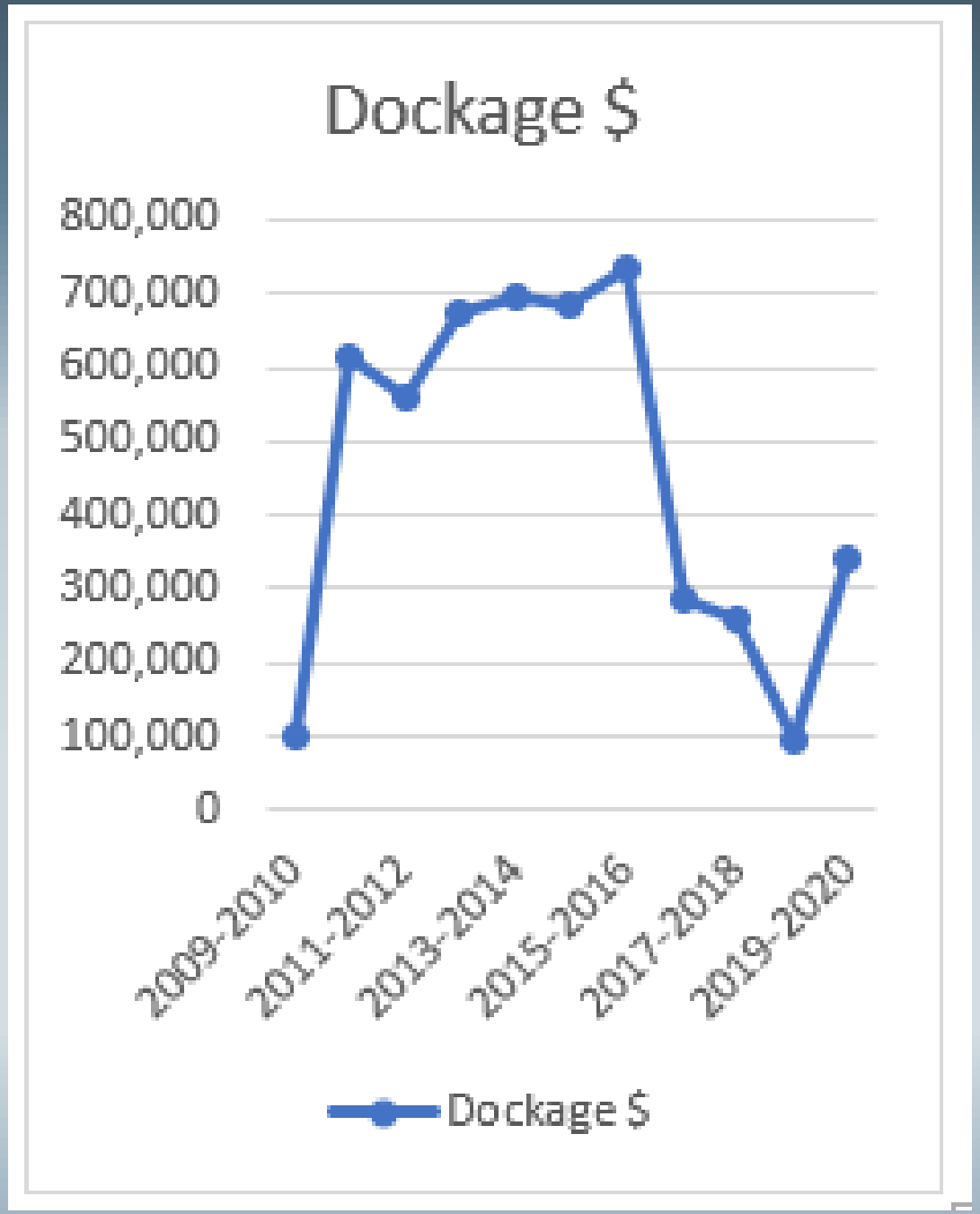
Dockage $
Fuel Gallons


Dockage $
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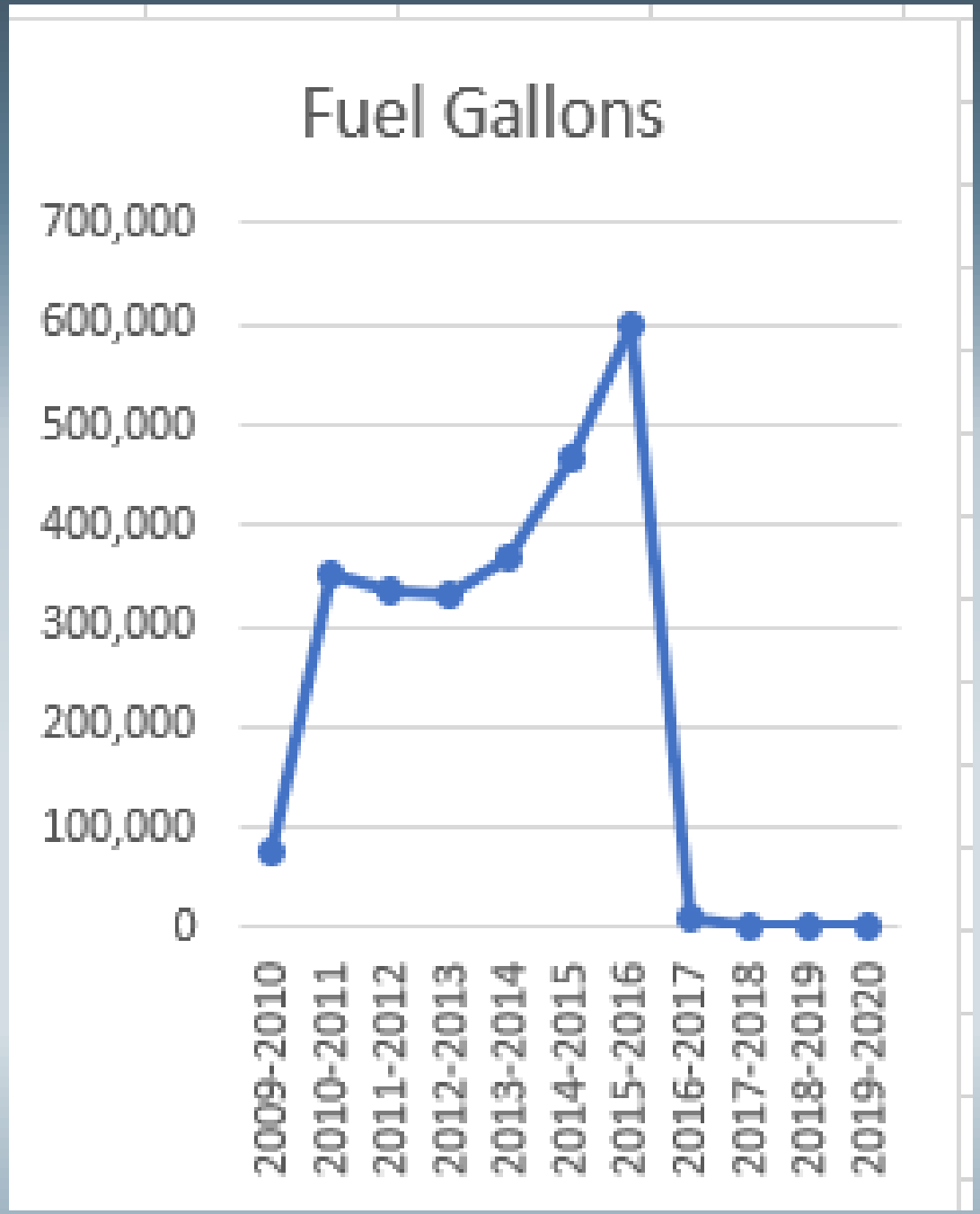
2019-2020
Dockage $


Fuel Gallons
700,000
600,000
500,000
400,000
300,000
200,000
100,000
0
2009-2010
2010-2011
2011-2012
2012-2013
2013-2014
2014-2015
2015-2016
2016-2017
2017-2018
2018-2019
2019-2020

Year	Dockage $	Fuel Gallons
2009-2010	$99,719	77,738
2010-2011	$616,052	352,215
2011-2012	$558,785	337,067
2012-2013	$675,384	329,237
2013-2014	$695,405	366,530
2014-2015	$686,537	466,622
2015-2016	$734,715	597,298
2016-2017	$285,507	9,268
2017-2018	$261,382	0
2018-2019	$94,243	0
2019-2020	$343,098	0
TOTAL	$5,050,827	4,641,997

2012

Work Order™

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Johnson Controls

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WORK ORDERS BY STATUS

Period All

Request Totals

- 2 New Request
  2 UNASSIGNED
  0 In Approval Process
- 11 Work In Progress
- 70 Complete
- 975 Closed Work Orders
- 1 Duplicate Request
- 1 Void
- 1 Waiting More Information

Refresh Pie

Work In Process

- New Request
- Work In Progress
- Complete
- Closed Work Orders
- Duplicate Request
- Void
- Waiting More Information

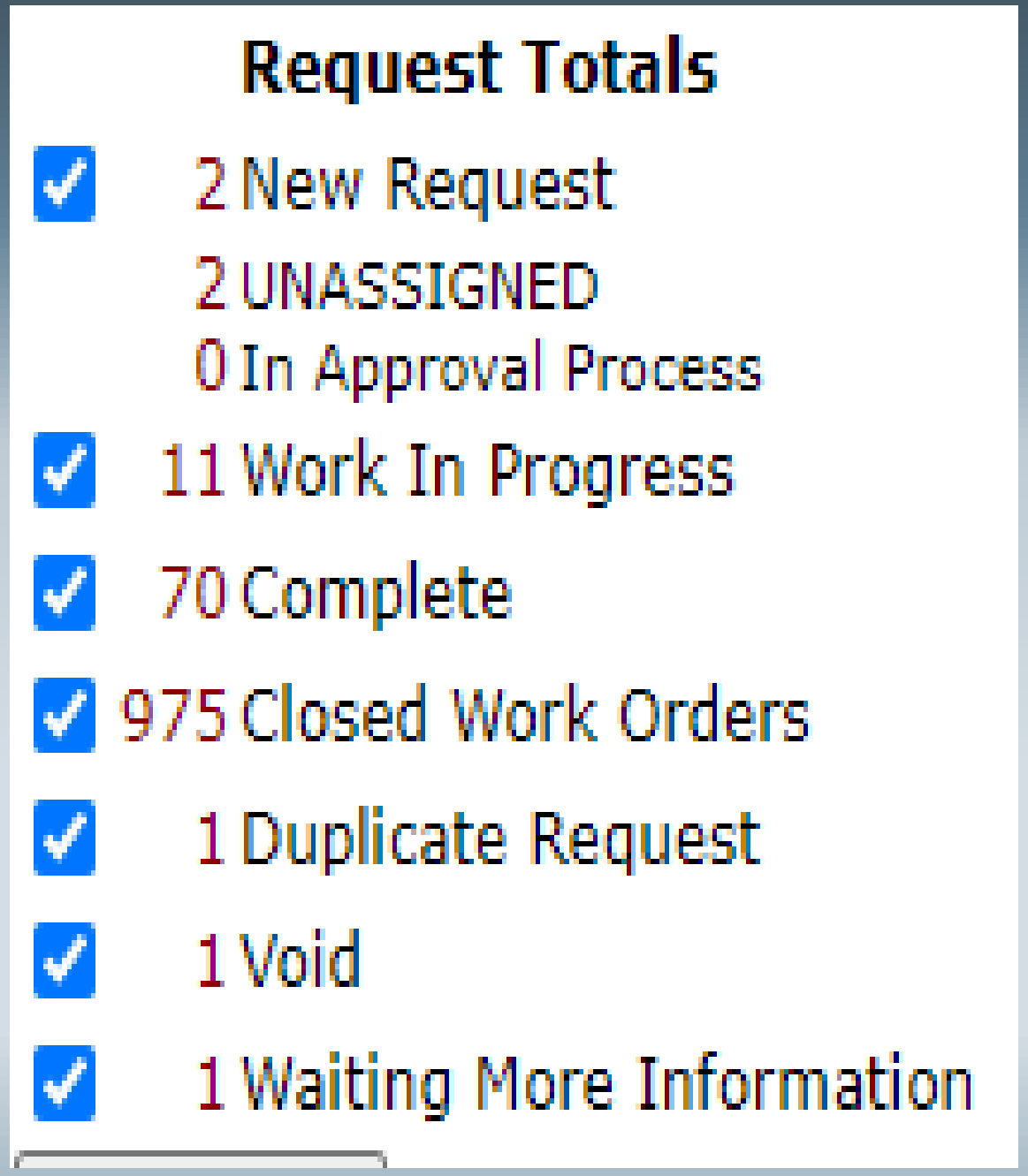
Counts are based on Status Date for each selected period.
This reflects the actual date of the last status change.

WORK CENTER

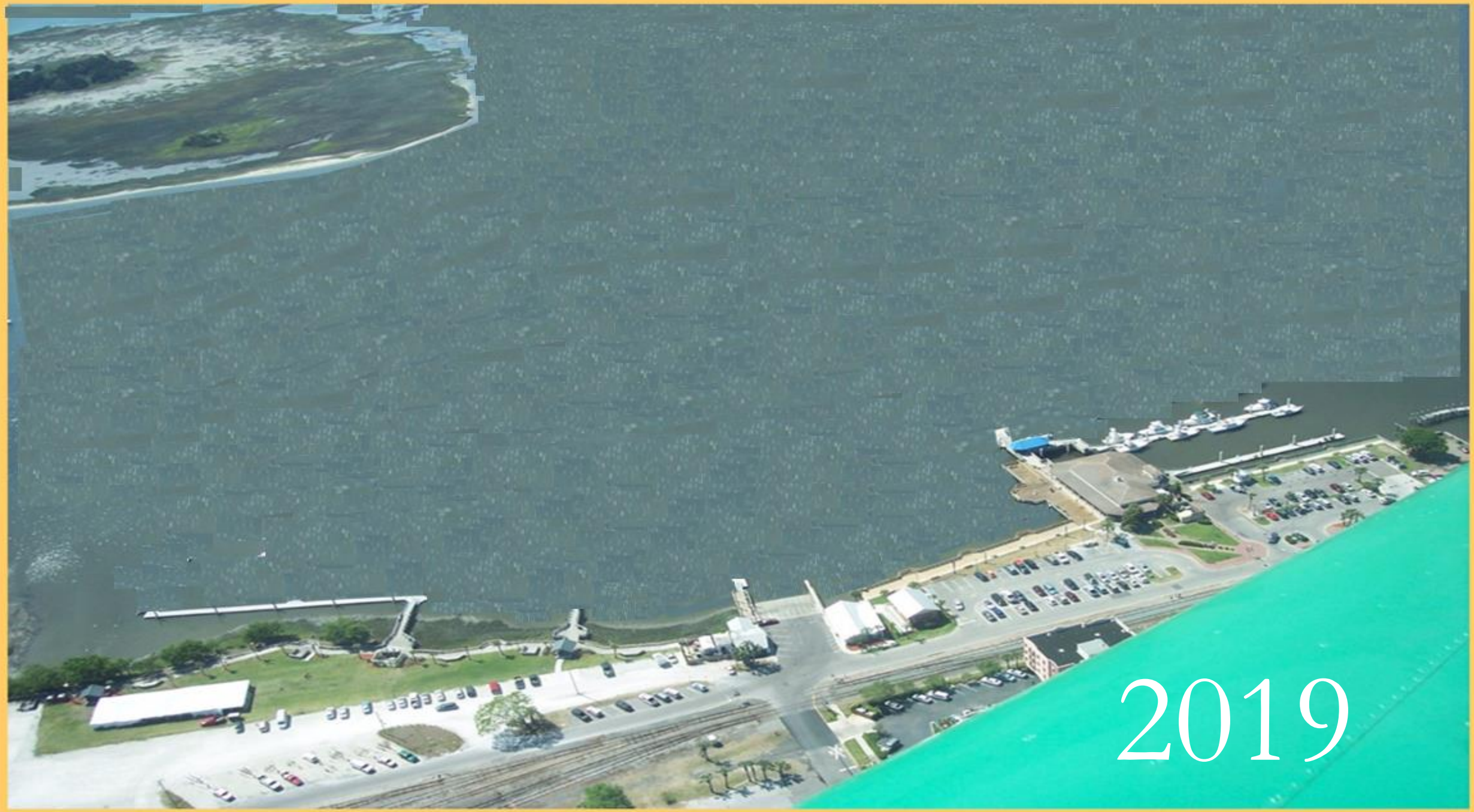
CALENDAR

8/21/2020 WORK (Friday)
OTHER OPEN WORK 14

TOTAL OPEN WORK 14



1055 Documented Work Orders since Facility Dude record keeping was made available in late 2015


2019

2019 - FIND Grant to remove existing mooring balls
and install up to 72 new mooring balls

ITB 16-18 - Repair or replace existing eight (8) feet of walkway on **Dock 2.** Repairs to include the removal of existing deficient walers and thru rods and the installation and connections of a minimum of five (5) **thru rods** measuring seven (7) feet by ¾". In addition, the installation of a minimum of sixteen feet (16') per side of a **three part waler board** system on the repaired or replaced eight (8) foot section of walkway. (The existing waler boards are constructed of marine grade 2" X 8".) Repair to also include the repair or replacement of one (1**) existing pile guide** and rollers.

ITB 16-18 Emergency Work– **Replace walers on Dock 3** that were damaged by Hurricane Matthew and not discovered until access to the dock was restored.

2019

Although the mooring field was closed from Nov 2018 to Jan 2020 while the repairs were taking place in the Southern Basin, the mooring Field recorded Dock Nights for every year.

2011-2012	0
2012-2013	1,573
2013-2014	1,515
2014-2015	1,705
2015-2016	1,564
2016-2017	566
2017-2018	1,480
2018-2019	247
2019-2020	478

KEVIN LITTLE
check-in center

KEVIN LITTLE
check-in center

CITY OF FERNANDINA BEACH
1825
FLORIDA

WESTREC
MARINAS
Navigating the Good Life

Fernandina
HARBOR MARINA

Florida's First and Last Stop

Jim Frye Comments

To: Fernandina Beach Marina Advisory Board

From: James Frye, VP, Westrec Marinas
Date: August 24, 2020
RE: Remarks at the Marina Advisory Board Meeting, August 24, 2020

I want to thank the Marina Advisory Board for inviting Westrec to deliver a presentation at this meeting and apologize for not attending the meeting in person. Due to the Covid-19 pandemic, out of respect for my wife and family in Virginia, I have refrained from flying until the situation improves.

Joe Springer was keen to deliver his presentation to you and to demonstrate the progress that Westrec has made in growing visitations and revenue at Fernandina Harbor Marina throughout Westrec's tenure with the City. We worked in concert with the City of Fernandina Beach for over a decade in delivering a great deal of success at the marina.

I have only a few topics to address as additions to Joe's presentation.

Out of respect for you folks that continue to support Westrec, I want to address the question surrounding Westrec's response to the Request for Proposals.

I have heard many times throughout the RFP process and at a myriad of meetings that "Westrec did not submit a proposal." It was my expectation that our existing Agreement would be considered along with responses to the RFP. I based that expectation on the fact that the RFP, in the second paragraph under Scope of Work, said,

"T*he City currently has an operating agreement with Westrec Marinas (copy attached) to manage marina operations. Although the relationship between the City and Westrec remains viable, it has been several years since the agreement has been reviewed, and with the recent renovations, the City Commission believes it is an appropriate time to examine and clarify financial and operational components of the Marina. The City is seeking proposals from interested parties to lease Marina facilities or manage Marina operations…"*

In hindsight I guess I should have prepared a one page document that summarized our Agreement so that it could have been reviewed at a glance, but since it was acknowledged overtly in the RFP and distributed as a part of the RFP, I was comfortable that our existing Agreement would be considered among the responses to the RFP. The Stantec Report included the Westrec Agreement in both summary tables in their Report, unfortunately, the arithmetic they displayed was incorrect and misrepresented the Westrec position. For the record, they got the numbers wrong for Founders 3 too. I pointed this out to the City Manager in a letter that you may or may not have seen.

I was disappointed when the rhetoric around the RFP review repeatedly said that Westrec did not submit a response, but who would have guessed that this confusion was only the beginning of what turned out to be a rather convoluted RFP review. And that is all I will say about the RFP review process, those challenges are your own.

I want to thank the Marina Advisory Board for your continuing support of Westrec. No matter what the outcome of this meeting is and whatever recommendation that you make going forward, I want to thank you for supporting Joe Springer and acknowledging his work at the marina for so many years. I know that at least twice, as a group, you have recommended that Westrec continue and get the marina back up to speed when construction is complete, but I also recognize the limitations on your influence in the process.

Finally, as the decision is made on marina management and the marina construction is completed; discussions will return to the marina debt. Unfortunately, it looks like the anticipated reimbursement from FEMA will not materialize. The debate surrounding that issue is only beginning and I want to make sure that everyone is clear that Westrec was not involved in the FEMA funding application. Westrec was specifically excluded from the FEMA review when we tried to participate in FEMA's walk-through immediately after the hurricane. We were asked to leave the docks as the City Manager took complete control of situation. We were not involved in the application process.

I want to thank the Marina Advisory Board for your continuing support of Westrec. No matter what the outcome of this meeting is and whatever recommendation that you make going forward, I want to thank you for supporting Joe Springer and acknowledging his work at the marina for so many years. I know that at least twice, as a group, you have recommended that Westrec continue and get the marina back up to speed when construction is complete, but I also recognize the limitations on your influence in the process.

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As I have stated previously, the success of the marina is predicated on one's ability to host a safe, enjoyable, and quality experience for the recreational boater, the commercial tenants and everyone of the guests that those businesses attract. Fernandina Harbor Marina is an integral part of the downtown community that makes Fernandina Beach so vibrant and unique. It has been our pleasure at Westrec to have partnered with the City for so many years in delivering on that premise. We remain available to you to continue in that mission or to respectfully facilitate a transition to a new operator if you wish.

Thank you for your support and my absolute best wishes to each of you to remain, safe, healthy, and prosperous in these challenging times.

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.

Dale L. Martin, City Manager	8/25/2020
Pauline Testagrose, Comptroller	8/25/2020
Tammi E. Bach, City Attorney	8/25/2020
Katie Newton, Legal Assistant	8/25/2020

Submitted By: Nicole Bednar, Administrative Services Manager

Date: August 19, 2020

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 1st day of September, 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.

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.

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.

GENERAL CONDITIONS OF REQUEST FOR PROPOSAL

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

2. **SUBMISSION OF PROPOSAL**
   a. Proposals and changes thereto shall be enclosed in sealed envelopes and addressed as instructed on the Proposal Form. The name and address of the Proposer, the date and hour of the Request for Proposal submittal opening, and the material or service shall be placed on the outside of the envelope.

b. REQUEST FOR PROPOSAL must be submitted on the forms furnished. Electronic Proposals will not be considered.

3. REJECTION OF PROPOSAL

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

4. WITHDRAWAL OF PROPOSAL

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

5. LATE PROPOSAL

a. REQUEST FOR PROPOSAL and modifications received after the time set for the opening will not be considered.
b. Modifications in writing received prior to the time set for the opening will be accepted.

6. LOCAL, STATE, AND FEDERAL COMPLIANCE

a. Proposers shall comply with all local, state, and federal directives, orders and laws as applicable to the REQUEST FOR PROPOSAL and subsequent contract(s) in accordance with the requirements as stated in CFR 200.321, including but not limited to Equal Employment Opportunity (EEO), Minority Business Enterprise (MBE), and Occupational Safety and Health Administration (OSHA) as applicable to this contract.
b. A “Public Entity Crimes Statement”, in accordance with Florida Statutes, Section 287.133 (3) (a), on Public Entity Crimes, attached hereto as “Exhibit B”, must be received at the time of the proposal.
c. A “Drug Free Workplace Certification” attached hereto as “Exhibit C”, must be received at the time of the proposal.
d. The City of Fernandina Beach requires that the Proposer selected will not discriminate under the contract against any person, in accordance with federal, state and local government regulations.
e. An “E-Verify Statement” attached hereto as “Exhibit D” must be received at the time of the proposal.

7. AWARD OF REQUEST FOR PROPOSAL

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

8. NOT RESPONSIBLE FOR COSTS

a. The City shall not be responsible for any cost incurred by a prospective Proposer in responding to this REQUEST FOR PROPOSAL.

9. BONDS

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

PROPOSAL BOND:

a. If the Base Proposal or the Base Proposal plus the sum of any alternates fall into the criteria above requiring a Proposal Bond, the Proposer shall enclose a Certified Check or Proposal Bond with each Proposal. A Certified Check or Proposal Bond shall be for an amount not less than five percent (5%) of the Proposal price and shall be made payable to the CITY OF FERNANDINA BEACH as a guarantee that the Proposer will not

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

PERFORMANCE AND PAYMENT BONDS:

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

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

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

10. PUBLIC INFORMATION

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

11. ADDITIONAL INFORMATION

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

12. QUESTIONS

a. Any questions about the REQUEST FOR PROPOSAL should be communicated per instructions in the REQUEST FOR PROPOSAL.

13. INDEMNIFICATION AND INSURANCE

INDEMNIFICATION

The parties recognize that CONTRACTOR/VENDOR is an independent Contractor. CONTRACTOR/VENDOR agrees to assume liability for and indemnify, hold harmless, and defend the CITY, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, arising directly or indirectly out of or in connection with any negligent and/or deliberate act or omission of CONTRACTOR/VENDOR, its officers, employees, agents, and representatives. CONTRACTOR/VENDOR's liability hereunder shall include all

attorney's fees and costs incurred by the CITY in the enforcement of this indemnification provision. This includes claims made by the employees of CONTRACTOR/VENDOR against the CITY and CONTRACTOR/VENDOR hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement. Nothing contained in the foregoing indemnification shall be construed to be a waiver of any immunity or limitation of liability the CITY may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

INSURANCE

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

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

A. Worker's Compensation and Occupational Disease Insurance in accordance with the applicable law or laws; Employer's Liability Insurance with limit of at least One Million ($1,000,000) Dollars. This includes sole proprietorships and officers of corporations who will be performing work on the job.

B. Commercial General Liability with a combined Bodily Injury and Property Damage limit of not less than ONE Million ($1,000,000.00) Dollars per occurrence and TWO Million ($2,000,000) Dollars in the aggregate. The aggregate must be applicable on a per project basis. Coverage must include the following perils:

1. Broad Form Blanket Contractual Liability for liability assumed under this Contract and all other Contracts relative to the project.
2. Completed Operations/Products Liability.
3. Broad Form Property Damage
4. Personal and Advertising Injury Liability
5. Independent Contractors
6. Endorsements must be furnished reflecting the inclusion of the interests of Owner, Construction Manager, General Contractor, Contractor, (your company) , their officers, directors, partners, representatives, agents and employees, and naming each as an Additional Insured on a primary and non-contributing basis.
7. Coverage is to be endorsed to reflect that insurance is to be primary and non-contributory with respect to any other collectable insurance, for the Owner, General Contractor, Contractor, (your company) and all other parties required to be named as additional insureds.
8. Coverage is to be provided on an "occurrence" basis with carriers licensed and admitted to doing business in the State of [your state] or otherwise acceptable to the Contractor (your company).
9. A copy of policy and/or endorsement(s) and any other documents required to verify such insurance are to be submitted with the appropriate certificate(s), or upon the request of Contractor (your company). Failure to provide these documents is not to be construed as a waiver of the requirements to provide such insurance.

C. Commercial Automobile Liability Insurance covering the use of all Owned, Non-Owned, and Hired Vehicles with combined Bodily Injury and Property Damage Limit of at least One Million ($1,000,000.00) Dollars.

D. Umbrella I Excess Liability Insurance with a limit of no less than One Million ($1, 000,000) Dollars minimum per occurrence.

E. During the term of this agreement, (if applicable) the Contractor/Vendor will carry Professional Liability Insurance which will cover liability for any damage or non-performance on account of any error, omission, or other provable negligence caused by the Contractor/Vendor. The amount of insurance shall not be less than $1,000,000 per occurrence and aggregate.

F. Loss Deductible – If the insurance of any CONTRACTOR/VENDOR contains deductible(s), penalty(s) or self-insured retention(s), the CONTRACTOR/VENDOR Whose insurance contains such provision(s) shall be solely responsible for payment of such deductible(s), penalty(s) or self-insured retention(s).

G. Where an Off Project Site Property exposure exists, the Contractor at its sole expense shall furnish to the Owner and Contractor (your company) Certificates of Insurance and other required documentation evidencing the following coverage which shall provide for the interests of [Name of Owner] , [Name of General Contractor] and (your company) to be named as Loss Payees and shall

contain a provision requiring the insurance carriers to waive their rights of subrogation against all indemnities named in the contract.

"All Risk" Property Insurance on all materials, equipment and supplies intended to become a permanent part of the construction stored on premises away from the project site and while in transit, until actually delivered to the project site. Coverage is to be provided on a replacement cost basis.

H. The above insurances shall each contain the following wording verbatim: "[Name of Owner], [Name of General Contractor] , and (your company) are interested in the maintenance of this insurance and it is agreed that this insurance will not be canceled , materially changed or not renewed without at least a thirty (30) day advance written notice to [Name and address of Owner] , [Name and address of General Contractor] and [Name and address of your company] by certified mail-return receipt requested ."

I. The amount of insurance contained in the aforementioned insurance coverages shall not be construed to be a limitation of the liability on the part of the Subcontractor or any of its Subcontractors.

J. The Contractor shall file certificates of insurance prior to the commencement of work with the Owner and the General Contractor which shall be subject to the Owner, General Contractor and (your company) approval of adequacy of protection and the satisfactory character of the Insurer.

K. Any type of insurance or any increase of limits of liability not described above which the Subcontractor requires for its own protection or on account of statute shall be its own responsibility and at its own expense.

L. The carrying of the insurance described shall in no way be interpreted as relieving the Contractor or Subcontractor of any responsibility of liability under this Contract.

M. Any policies effected by the Contractor on its Owned and/or Rented Equipment and Materials shall contain a provision requiring the insurance carriers to waive their rights of subrogation against the [Name of Owner], [Name of General Contractor], [Name of Contractor (your company)] and all other indemnities' named in the Contract.

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

14. PAYMENT

Payment due hereunder shall be made by the City to CONTRACTOR/VENDOR in accordance with the Florida Prompt Payment Act. The City's preferred method of payment is electronically by credit card/line. Upon award, CONTRACTOR/VENDOR will

be contacted by the City's provider, Commerce Bank, to participate in the City's electronic payments program. **CONTRACTOR/ VENDOR must state on Exhibit "A" Contact/Proposal Form whether they accept credit card payments and provide their Accounting Department contact name, phone number and email address.**

15. PROPOSAL PROTESTS

Proposal protest conditions and procedures are in accordance with City Ordinances – Part 2, Chapter 2, Article VII, Division 2, Section 2-444.

16. FEDERAL GRANT MONEY

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

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.

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

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

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.

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

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

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

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

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 not 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.

_____ My Commission expires: _____
Notary Signature

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

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

EXHIBIT "H"

DISPUTES DISCLOSURE FORM

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

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

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

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

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

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

_____

Firm Date

_____

Authorized Signature Printed or Typed Name and Title

THIS FORM MUST BE INCLUDED WITH 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 Weaks

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 premliminary 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

RFP 2020-04 ON-CALL ARBORIST

Kelly Gibson

	Criteria	Weight
1	Qualifications of Staff	90
2	Proposed Cost	10
		100

Rating (used to fill in yellow boxes)

0	Did not address
1	Significant deficiencies
2	Some deficiencies
3	Meets requirements/expectation
4	Slightly exceeds expectations
5	Greatly exceeds expectations

	Criteria	McCall Tree Health & Consulting, LLC	Total	Cash's Tree Service	Total	First Coast Urban Forestry, LLC	Total	Davey Resource Group
1	Qualifications of Staff	3	54	3	54	3	54	3
2	Proposed Cost	2	4	1	2	4	8	3
	Absolute Final Score		58		56		62	

Gage Tree Care

Total		Total
54	3	54
6	3	6
60		60

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 heath 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 hour

Name: Steve Cash "Cash's Tree Services, Inc"

Federal Taxpayer ID: 030505468

Mailing Address: 851854 US Hwy. 17

City, State, & Zip Code: Yulee, Fl. 32097

Telephone: (904) 716-4176 **Fax:**

Email: cashs.treeservice@hotmail.com

Submitted By: Steve Cash
FL-5501A

Title: Certified Arborist "Owner"

FIRM Accepts Credit Cards*: Yes No

Accounting Contact:

Name: Felicia Taylor **Title:** office manager

Email Address: cashs.treeservice@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

13

Page 14

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 85854 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.

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 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 mean of physical presence.

Sylvie McCann

Notary Public
My Commission expires: 11/12/20

SYLVIE MCCANN
MY COMMISSION # GG38352
EXPIRES: November 12, 2020

THIS FORM MUST BE INCLUDED WITH BID/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: Cash's Tree Services, Inc.

CITY: Yulee STATE: FL ZIP CODE: 32097

SIGNATURE: _____ PHONE: 716-4176

NAME (TYPED OR PRINTED): Steve Cash TITLE: Owner 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 2020-04

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: Cashis Tree Services, Inc.

Authorized Signature: _____

Title: Owner, Certified Arborist

Date: 7-17-20

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

17

Page 18

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

18

Page 19

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's Tree Service, Inc. whose business address is 85184 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 not 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

SYLVIE MCCANN
MY COMMISSION # GG38352
EXPIRES: November 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 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/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 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

SYLVIE MCCANN
MY COMMISSION # GG38352
EXPIRES: November 12, 2020

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

EXHIBIT "H"

DISPUTES DISCLOSURE FORM

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

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

YES (NO)

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

YES (NO)

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

YES (NO)

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

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

Firm 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

SAM
SYSTEM FOR AWARD MANAGEMENT

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, 07/11/2020 from 8:00 AM to 10:00 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...

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Search Results

Current Search Terms: Steve Cash*

Save PDF Export Results Print

Relevance Descending

Your search for Steve Cash* returned the following results..

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References

Jack Healan Crane Island 753-4147

Steve Picket Pickett Construction 591-0190

Steve Landry Cam Bradford Homes 545-0471

Kirk Kirkland Amelia Island Equity Club 557-6557

Martin Drury Trim All / Darlington Enterprise 206-2710

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 Assesment Qualified

NAME: Felicia Taylor **TITLE:** Certified Arborist FL-9400A

ADDRESS: 851854 US Hwy. 17

CITY: Yulee **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 hour

Name: Felicia Taylor "Cash's Tree Services, Inc."

Federal Taxpayer ID: 030505468

Mailing Address: 85854 US Hwy. 17

City, State, & Zip Code: Yulee, FL. 32097

Telephone: (904) 321-2252 **Fax:**

Email: cashs.treeservices@hotmail.com

Submitted By: Felicia Taylor

Title: office manager, certified arborist

FIRM Accepts Credit Cards*: Yes No

Accounting Contact:

Name: Felicia Taylor **Title:** office manager

Email 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

13

Page 14

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 030505468 (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.

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.)

Julie 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

SYLVIE MCCANN
MY COMMISSION # GG38352
EXPIRES: November 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: Cash's Tree Services, Inc.

CITY: Yulee STATE: Fl ZIP CODE: 32034

SIGNATURE: Julicia 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 2020-04

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: Cash's Tree Services, Inc.

Authorized Signature: Julia Taylor

Title: office manager / certified arborist

Date: 7-17-20

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

17

Page 18

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: Felicia Taylor Date: 7-17-20

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 Felicia Taylor

This sworn statement is submitted by (entity Cash's Tree Service, Inc whose business address is 85854 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 not 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.

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 Physical presence.

Sylvie M. Cann
Notary Signature SYLVIE MCCANN

My Commission expires: 11/12/2020

SYLVIE MCCANN
MY COMMISSION # GG38352
EXPIRES: November 12, 2020

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

19

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 Felicia Taylor Cashs Tree Services, Inc.

This sworn statement is submitted by (entity) _____ 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 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

SYLVIE MCCANN
MY COMMISSION # GG38352
EXPIRES: November 12, 2020

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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)

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 Assesment
Qualified

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

SAM

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Search Results

Current Search Terms: Felicia Taylor*

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Search Results

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Steve Landry Con Bradford Homes 545-0471

Kirk Kirkland Amelia Island Equity Club 557-6557

Richard
Martin Drury Trim All / Darlington Enterprise 206-2710

Dave Holley City of Fernandina Beach

Kelly Gibson City of Fernandina Beach

DAVEY Resource Group

On-Call Arborist Services

City of Fernandina Beach, Florida

July 17, 2020

TABLE OF CONTENTS

INTRODUCTION 4

UNDERSTANDING AND METHODOLOGY 5

SCOPE OF SERVICES 7

ADDITIONAL SERVICES AVAILABLE 8

STATEMENT OF QUALIFICATIONS 12

UNIQUE QUALIFICATIONS 15

REFERENCES 19

REQUIRED FORMS 20

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 compete 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.

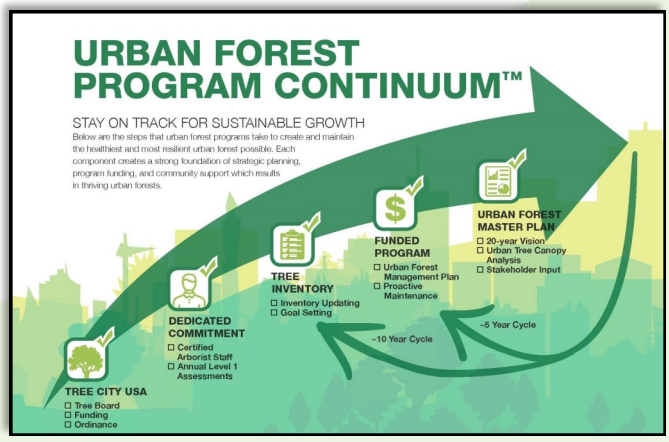
Job Titles and Qualifications (6)

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)

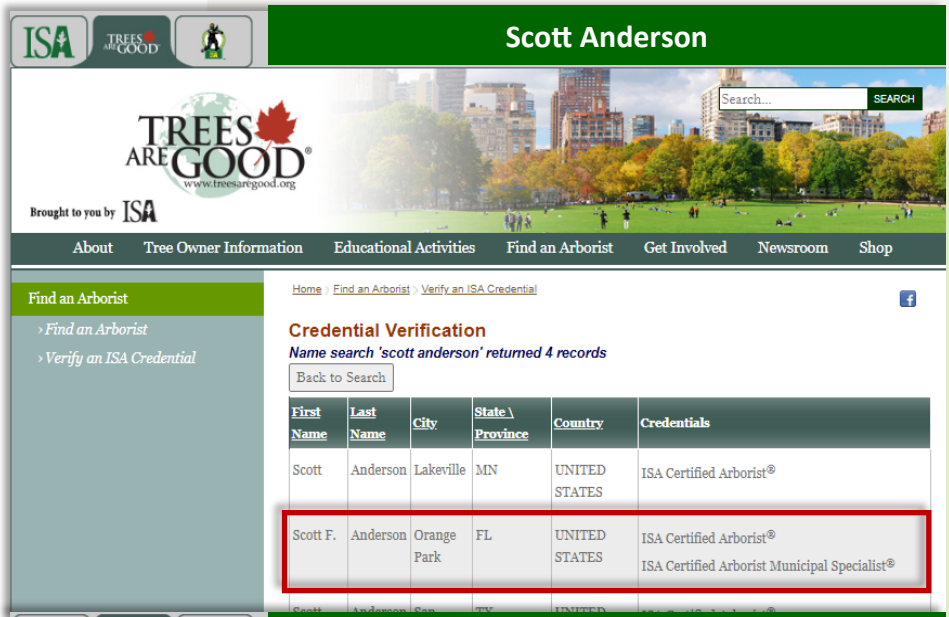
Davey is a trusted partner of the United States Department of Agriculture (USDA) Forest Service and the Arbor Day Foundation, and a long-time supporter of the ISA and its local chapters. Davey is a founding partner with the USDA Forest Service of the i-Tree software.

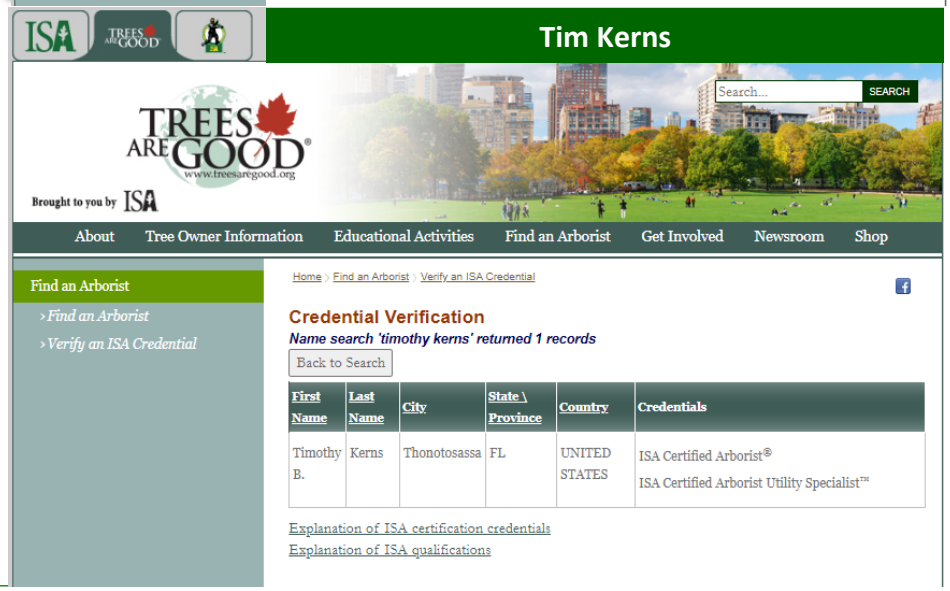
Davey staff helped to develop and revise the American National Standards Institute (ANSI) standards for arboriculture, including tree risk assessment, and drafted some of ISA's best management practices. Davey also works with Tree Care Industry Association (TCIA), as safety is priority one for the Davey 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.





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.

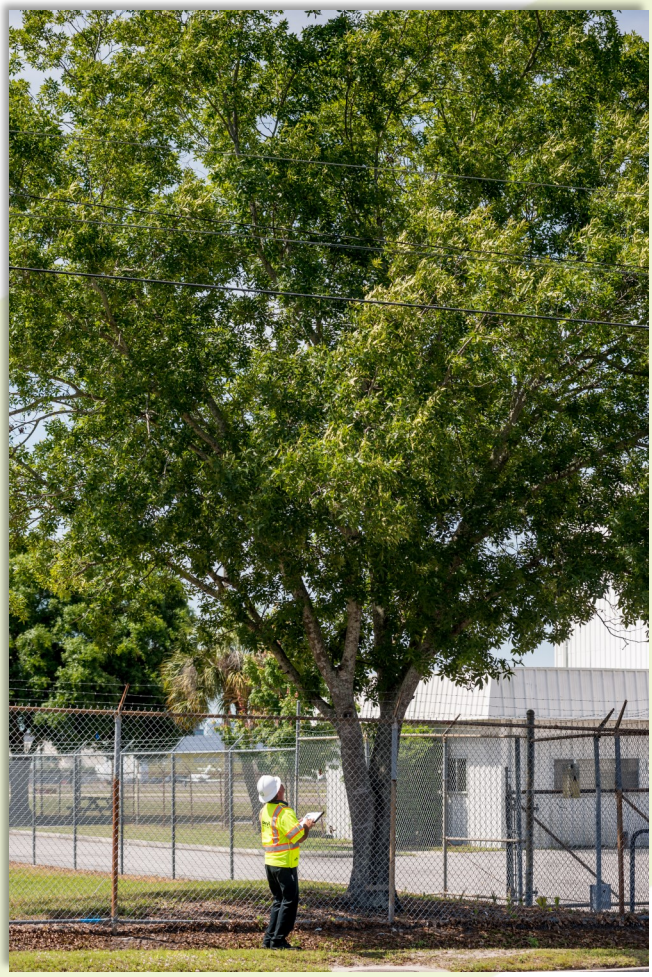
Tim Kerns, Account Manager

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.

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

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

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.

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.)

_____ 7/16/2020
Signature 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, 20 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

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

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

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

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 not 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.

_____ 7/16/2020
Signature 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, 20 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 "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 III 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.

_____ 7/16/2020
Signature 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

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

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.

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

Exhibits A-H:

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.

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)

N/A 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.

N/A 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.)

N/A 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.)

N/A 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] 07/14/2020
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 14 day of July, 2020 and is personally known to me, or has provided _____ as identification.

TRICIA BOWEN
Notary Public – State of Florida
Commission # GG 169311
My Comm. Expires Apr 12, 2022
Bonded through National Notary Assn

[signature]
Notary Public
My Commission expires: 4/12/22

THIS FORM MUST BE INCLUDED WITH BID/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: 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

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 not 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: 07/14/2020

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 Signature

My Commission expires: 4/12/22

TRICIA BOWEN
Notary Public – State of Florida
Commission = GG [illegible]
My Comm Expires Apr 12, 2022
Bonded through National Notary Assn

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

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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.

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STATE OF FLORIDA
COUNTY OF Nassau

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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?

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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

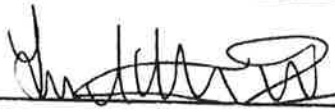
The following changes are applicable to the original RFQ documents and specifications of **RFP 2020-04**. This Addendum No.1 now becomes part of the original Request for Qualifications and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person 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.

GAGE TREE CARE

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

GAGE TREE CARE

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

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 Treaters 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

GAGE TREE CARE
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) 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: _____.)

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.

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 Driver's License as identification.

Notary Public
My Commission expires: 07-01-2022

DEBORAH ANN ST.HART
Notary Public - State of Florida
Commission # GG 228366
My Comm. Expires Jul 7, 2022
Bonded through National Notary Assn.

THIS FORM MUST BE INCLUDED WITH BID/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: Gage Tree Care

CITY: Fernandina Beach STATE: FL ZIP CODE: 32034

SIGNATURE: JBol PHONE: 904-491-1710

NAME (TYPED OR PRINTED): Jake Bolden TITLE: Plant Health Care Division manager

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

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: [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 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 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 not 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 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, 20 20 and is personally known to me, or has provided Florida Drivers License as identification.

Notary Signature My Commission expires: 07-01-2022

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

DEBORAH ANN ST.HART
Notary Public - State of Florida
Commission # GG 228366
My Comm. Expires Jul 7, 2022
Bonded through National Notary Assn.

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 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 Signature My Commission expires: 07-07-2022

DEBORAH ANN ST.HART
Notary Public - State of Florida
Commission # GG 228366
My Comm. Expires Jul 7, 2022
Bonded through National Notary Assn.

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

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 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

Authorized Signature
Jake Bolden, Plant Health Care Division 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: Jake Bolden **TITLE:** Plant Health Care Division Manager

ADDRESS: 1335 S 8th St

CITY: Fernandina Beach **STATE:** FL

AUTHORIZED SIGNATURE: [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: emccall75@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: emccall75@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

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 Brookers Ct, Jax Bch 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 V 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.

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.)

S M. Cann 7/8/2020
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
MY COMMISSION # GG38352
EXPIRES: November 12, 2020

Sylvie Mc Cann
Notary Public SYLVIE MCCANN
My Commission expires: 11/12/2020

THIS FORM MUST BE INCLUDED WITH BID/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: McCall Tree Health and Consulting LLC

CITY: Fernandina Beach STATE: FL ZIP CODE: 32034

SIGNATURE: Early Y. 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: S M. Call

Title: owner

Date: July 8, 2020

THIS FORM MUST BE INCLUDED WITH BID/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: Early Y. McCall Title: owner

Signature: Early M. Call 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 Breakaps 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 not 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] 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

SYLVIE MCCANN
MY COMMISSION # GG38352
EXPIRES: November 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 AFFIDAVIT

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 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 Emily M. Call 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.

E M. Call 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 M. Cann My Commission expires: 11/12/2020
Notary Signature SYLVIE MCCANN

SYLVIE MCCANN
MY COMMISSION # GG38352
EXPIRES: November 12, 2020

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_✓_

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

E. M. McCall — 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	CONTACT NAME: Cindy Clay
Amelia Insurance Agency, Inc. 2384 Sadler Road Fernandina Beach, FL 32034	PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : The Burlington Insurance Co.	
INSURER B : Darwin Select Insurance Co.	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
McCall Tree Health & Consulting LLC
2883 Breakers Ct
Fernandina Beach, FL 32034

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	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X		446B006008	12/20/2019	12/20/2020	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						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

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
Cindy G. Clay

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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 FAX (A/C, No): 904-879-5685 E-MAIL ADDRESS:
INSURED MC CALL, EARLY Y 2883 BREAKERS CT FERNANDINA FL 32034-8994	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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
								$
A	AUTOMOBILE LIABILITY			236 5417-A19-59D	01/19/2020	07/19/2020	COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO			236 5417-A19-59D	07/19/2020	01/19/2021	BODILY INJURY (Per person)	$ 300,000
	☐ ALL OWNED AUTOS ☒ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$ 300,000
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$ 500,000
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☐ WC STATU-TORY LIMITS ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? ☐	N/A					E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						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, LSA-5

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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: E S McCall **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 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.

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.

GENERAL CONDITIONS OF REQUEST FOR PROPOSAL

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

2. **SUBMISSION OF PROPOSAL**
   a. Proposals and changes thereto shall be enclosed in sealed envelopes and addressed as instructed on the Proposal Form. The name and address of the Proposer, the date and hour of the Request for Proposal submittal opening, and the material or service shall be placed on the outside of the envelope.

b. REQUEST FOR PROPOSAL must be submitted on the forms furnished. Electronic Proposals will not be considered.

3. REJECTION OF PROPOSAL

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

4. WITHDRAWAL OF PROPOSAL

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

5. LATE PROPOSAL

a. REQUEST FOR PROPOSAL and modifications received after the time set for the opening will not be considered.
b. Modifications in writing received prior to the time set for the opening will be accepted.

6. LOCAL, STATE, AND FEDERAL COMPLIANCE

a. Proposers shall comply with all local, state, and federal directives, orders and laws as applicable to the REQUEST FOR PROPOSAL and subsequent contract(s) in accordance with the requirements as stated in CFR 200.321, including but not limited to Equal Employment Opportunity (EEO), Minority Business Enterprise (MBE), and Occupational Safety and Health Administration (OSHA) as applicable to this contract.
b. A "Public Entity Crimes Statement", in accordance with Florida Statutes, Section 287.133 (3) (a), on Public Entity Crimes, attached hereto as "Exhibit B", must be received at the time of the proposal.
c. A "Drug Free Workplace Certification" attached hereto as "Exhibit C", must be received at the time of the proposal.
d. The City of Fernandina Beach requires that the Proposer selected will not discriminate under the contract against any person, in accordance with federal, state and local government regulations.
e. An "E-Verify Statement" attached hereto as "Exhibit D" must be received at the time of the proposal.

7. AWARD OF REQUEST FOR PROPOSAL

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

8. NOT RESPONSIBLE FOR COSTS

a. The City shall not be responsible for any cost incurred by a prospective Proposer in responding to this REQUEST FOR PROPOSAL.

9. BONDS

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

PROPOSAL BOND:

a. If the Base Proposal or the Base Proposal plus the sum of any alternates fall into the criteria above requiring a Proposal Bond, the Proposer shall enclose a Certified Check or Proposal Bond with each Proposal. A Certified Check or Proposal Bond shall be for an amount not less than five percent (5%) of the Proposal price and shall be made payable to the CITY OF FERNANDINA BEACH as a guarantee that the Proposer will not

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

PERFORMANCE AND PAYMENT BONDS:

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

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

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

10. PUBLIC INFORMATION

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

11. ADDITIONAL INFORMATION

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

12. QUESTIONS

a. Any questions about the REQUEST FOR PROPOSAL should be communicated per instructions in the REQUEST FOR PROPOSAL.

13. INDEMNIFICATION AND INSURANCE

INDEMNIFICATION

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

INSURANCE

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

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

A. Worker's Compensation and Occupational Disease Insurance in accordance with the applicable law or laws; Employer's Liability Insurance with limit of at least One Million ($1,000,000) Dollars. This includes sole proprietorships and officers of corporations who will be performing work on the job.

B. Commercial General Liability with a combined Bodily Injury and Property Damage limit of not less than ONE Million ($1,000,000.00) Dollars per occurrence and TWO Million ($2,000,000) Dollars in the aggregate. The aggregate must be applicable on a per project basis. Coverage must include the following perils:

1. Broad Form Blanket Contractual Liability for liability assumed under this Contract and all other Contracts relative to the project.
2. Completed Operations/Products Liability.
3. Broad Form Property Damage
4. Personal and Advertising Injury Liability
5. Independent Contractors
6. Endorsements must be furnished reflecting the inclusion of the interests of Owner, Construction Manager, General Contractor, Contractor, (your company) , their officers, directors, partners, representatives, agents and employees, and naming each as an Additional Insured on a primary and non-contributing basis.
7. Coverage is to be endorsed to reflect that insurance is to be primary and non-contributory with respect to any other collectable insurance, for the Owner, General Contractor, Contractor, (your company) and all other parties required to be named as additional insureds.
8. Coverage is to be provided on an "occurrence" basis with carriers licensed and admitted to doing business in the State of [your state] or otherwise acceptable to the Contractor (your company).
9. A copy of policy and/or endorsement(s) and any other documents required to verify such insurance are to be submitted with the appropriate certificate(s), or upon the request of Contractor (your company). Failure to provide these documents is not to be construed as a waiver of the requirements to provide such insurance.

C. Commercial Automobile Liability Insurance covering the use of all Owned, Non-Owned, and Hired Vehicles with combined Bodily Injury and Property Damage Limit of at least One Million ($1,000,000.00) Dollars.

D. Umbrella I Excess Liability Insurance with a limit of no less than One Million ($1, 000,000) Dollars minimum per occurrence.

E. During the term of this agreement, (if applicable) the Contractor/Vendor will carry Professional Liability Insurance which will cover liability for any damage or non-performance on account of any error, omission, or other provable negligence caused by the Contractor/Vendor. The amount of insurance shall not be less than $1,000,000 per occurrence and aggregate.

F. Loss Deductible – If the insurance of any CONTRACTOR/VENDOR contains deductible(s), penalty(s) or self-insured retention(s), the CONTRACTOR/VENDOR Whose insurance contains such provision(s) shall be solely responsible for payment of such deductible(s), penalty(s) or self-insured retention(s).

G. Where an Off Project Site Property exposure exists, the Contractor at its sole expense shall furnish to the Owner and Contractor (your company) Certificates of Insurance and other required documentation evidencing the following coverage which shall provide for the interests of [Name of Owner] , [Name of General Contractor] and (your company) to be named as Loss Payees and shall

contain a provision requiring the insurance carriers to waive their rights of subrogation against all indemnities named in the contract.

"All Risk" Property Insurance on all materials, equipment and supplies intended to become a permanent part of the construction stored on premises away from the project site and while in transit, until actually delivered to the project site. Coverage is to be provided on a replacement cost basis.

H. The above insurances shall each contain the following wording verbatim: "[Name of Owner], [Name of General Contractor] , and (your company) are interested in the maintenance of this insurance and it is agreed that this insurance will not be canceled , materially changed or not renewed without at least a thirty (30) day advance written notice to [Name and address of Owner] , [Name and address of General Contractor] and [Name and address of your company] by certified mail-return receipt requested ."

I. The amount of insurance contained in the aforementioned insurance coverages shall not be construed to be a limitation of the liability on the part of the Subcontractor or any of its Subcontractors.

J. The Contractor shall file certificates of insurance prior to the commencement of work with the Owner and the General Contractor which shall be subject to the Owner, General Contractor and (your company) approval of adequacy of protection and the satisfactory character of the Insurer.

K. Any type of insurance or any increase of limits of liability not described above which the Subcontractor requires for its own protection or on account of statute shall be its own responsibility and at its own expense.

L. The carrying of the insurance described shall in no way be interpreted as relieving the Contractor or Subcontractor of any responsibility of liability under this Contract.

M. Any policies effected by the Contractor on its Owned and/or Rented Equipment and Materials shall contain a provision requiring the insurance carriers to waive their rights of subrogation against the [Name of Owner], [Name of General Contractor], [Name of Contractor (your company)] and all other indemnities' named in the Contract.

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

14. PAYMENT

Payment due hereunder shall be made by the City to CONTRACTOR/VENDOR in accordance with the Florida Prompt Payment Act. The City's preferred method of payment is electronically by credit card/line. Upon award, CONTRACTOR/VENDOR will

be contacted by the City's provider, Commerce Bank, to participate in the City's electronic payments program. **CONTRACTOR/ VENDOR must state on Exhibit "A" Contact/Proposal Form whether they accept credit card payments and provide their Accounting Department contact name, phone number and email address.**

15. PROPOSAL PROTESTS

Proposal protest conditions and procedures are in accordance with City Ordinances – Part 2, Chapter 2, Article VII, Division 2, Section 2-444.

16. FEDERAL GRANT MONEY

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

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.

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 2020-119
Agreement Negotiation - RFQ #2020-01

ITEM TYPE: Resolution (w/o fiscal impact)

REQUESTED ACTION: Consider Resolution 2020-119

SYNOPSIS: The City of Fernandina Beach published RFQ #2020-01 for the City Hall Assessment and Design project. Six firms submitted a response to this RFQ with qualifications reviewed by an evaluation committee.

Based upon the firms' qualifications, the City Hall Assessment and Design Evaluation Committee recommends the following ranking of four firms: Silling Architects, Inc., LS3P Associates, LTD, Passero Associates LLC, and Bhide & Hall Architects, P.A.

A funding source will be specified following contract negotiations along with the Resolution requesting authority from the City Commission to execute an agreement with the recommended firm.

FISCAL IMPACT: None

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2020-119.

Dale L. Martin, City Manager	8/18/2020
Tammi E. Bach, City Attorney	8/21/2020
Katie Newton, Legal Assistant	8/21/2020

Submitted By: Nicole Bednar, Administrative Services Manager

Date: August 12, 2020

COMMISSION ACTION: Adopt

RESOLUTION 2020-119

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, ACCEPTING THE CITY HALL ASSESSMENT AND DESIGN EVALUATION COMMITTEE RANKING FOR RFQ #2020-01; AUTHORIZING NEGOTIATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fernandina Beach published RFQ #2020-01 for the City Hall Assessment and Design project; and

WHEREAS, six firms submitted a response to this RFQ with qualifications reviewed by an evaluation committee; and

WHEREAS, based upon the firms' qualifications, the City Hall Assessment and Design Evaluation Committee recommends the following ranking of four firms: Silling Architects, Inc., LS3P Associates, LTD, Passero Associates LLC, and Bhide & Hall Architects, P.A.; and

WHEREAS, a funding source will be specified following contract negotiations along with the Resolution requesting authority from the City Commission to execute an agreement with the recommended firm.

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

SECTION 1. The City Commission accepts the recommendation of firms by the City Hall Assessment and Design Evaluation Committee for RFQ #2020-01: Silling Architects, Inc., LS3P Associates, LTD, Passero Associates LLC, and Bhide & Hall Architects, P.A.

SECTION 2. The City Manager and City Attorney are hereby authorized to negotiate a professional services agreement for engineering and architectural services with the firms in the order ranked by the City Commission. A professional services agreement will be presented to the City Commission as soon as practicable.

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

ADOPTED this 1st day of September, 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
RFQ 2020-01
CITY HALL ASSESSMENT AND DESIGN

INTRODUCTION

The City of Fernandina Beach, Florida presents this Request for Qualifications (RFQ) to interested Engineer/Architects for an **ASSESSMENT AND DESIGN OF MUNICIPAL GOVERNMENT ADMINISTRATIVE OPERATIONS FACILITIES**.

The CITY of Fernandina Beach, FL will receive sealed qualifications at the location stated below not later than **2:00pm, March 13, 2020.**

Those interested in providing this service are instructed to submit (**1 original, 5 copies and 1 electronic version [compact disc or thumb drive]**) relevant qualifications pertinent to the scope of work. Received submittals will be opened at **2:15 PM, March 13, 2020**. An Evaluation Committee will review the submittals and provide a recommendation to the City Commission.

The original Qualification submittal (**1 original, 5 copies and 1 electronic version, [cd or thumb drive]**) must be delivered to City Hall in a sealed package, clearly marked on the outside, **RFQ #2020-01** and addressed to:

City of Fernandina Beach
Attn: City Clerk's Office – **RFQ# 2020-01**
204 Ash Street
Fernandina Beach, FL 32034

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

Any submittal received after the above stated time and date will not be considered. It shall be the sole responsibility of the Submitter to have its submittal delivered to the City of Fernandina Beach, by U.S. Mail, hand delivery or any other method available to him/her; however, facsimile or electronic submittals will not be accepted. Delay in delivery shall be the sole responsibility of the Submitter.

The qualification must be submitted on the specified **Contact Sheet** (**1 original, 5 copies, 1 electronic copy, [CD or thumb drive]**), hereto attached as "**Exhibit A**". The person signing the Contact Sheet must have the authority to bind the submitter. All information on the Contact Sheet must be provided, or the submittal may not be accepted.

CITY OF FERNANDINA BEACH, FLORIDA
RFQ 2020-01
CITY HALL ASSESSMENT AND DESIGN

The competitive sealed Qualification must 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".**

CONTACT
Specification questions during the qualification period must be submitted in writing to Wanda Weaks, Purchasing Agent, at wweaks@fbfl.org, and Dale Martin, City Manager at dmartin@fbfl.org.

FIRMs are hereby put on notice that no contact will 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 questions will be issued via Addendum and posted on the City's website at www.fbfl.us/bids and the DemandStar website at www.demandstar.com. It is the Submitter's responsibility to check the City's website for Addenda prior to submitting their RFQ. The deadline for questions is 5 days before submittal opening.

SUBMITTER SHALL SIGNIFY RECEIPT OF ADDENDA (IF ANY). Failure to Acknowledge Receipt of any Addendum may result in rejection of the submittal.

RFQ SCHEDULE
The following is the project schedule. The City reserves the right to alter dates as needed.

Publishing	Feb 21, 2020
Deadline for submitting questions	Mar 6, 2020
Due date for submissions	Mar 13, 2020
Evaluation Committee meeting (planned)	Mar 14-20,2020
City Commission meeting/selection	Apr 3, 2020

SCOPE OF WORK
For several years, the City of Fernandina Beach had expressed interest in acquiring the United States Postal Service (USPS) facility in downtown Fernandina Beach (401 Centre Street) with the intent of re-locating municipal operations to that facility (current USPS operations are very limited). Despite the City's interest and efforts, USPS officials formally indicated that the subject property was not for sale.

CITY OF FERNANDINA BEACH, FLORIDA
RFQ 2020-01
CITY HALL ASSESSMENT AND DESIGN

Based upon the non-availability of the USPS site, the City of Fernandina Beach wishes to examine other opportunities to locate/consolidate City government operations. City administrative staff is currently located in several different locations: City Manager, City Clerk, Building, Planning & Conservation, and Human Resources are at City Hall (204 Ash Street); City Attorney, Finance, Code Enforcement, Fire, and Information Technology are at the Peck Center (516 S. 10th Street); Utility Billing is at 1180 S. 5th Street.

The City is seeking qualified professionals for the following tasks (to be completed sequentially, if appropriate):

1. An analysis of current space utilized by City administrative space, including offices, common space, and related storage and an assessment of the amount of space needed for future government operations.
2. Based upon successful completion of Task 1, a site assessment of the current City Hall and the possible use of adjacent City-owned properties (although not abutting) for a new facility (to be used in conjunction with or in place of the current facility).
3. Based upon successful completion of Task 2, designs for the renovation of the current City Hall and, if deemed appropriate and necessary, a new facility to be located on the adjacent properties (to be used in conjunction with or in place of the current facility). The sites (identified by PIN 00-00-31-1800-0270-0010 [current City Hall], 00-00-31-1800-0271-0010, and 00-00-31-1800-0271-0011) have challenging characteristics, being both located within a Special Flood Hazard Area (requiring compliance with appropriate floodplain regulations) and within the City's Historic District (requiring compliance with appropriate design standards). Experience with both aspects is required for consideration of qualifications.

CONTENT OF SUBMITTALS

Submittals should include the following:

- A narrative introductory cover letter (not to exceed two pages).
- Three examples of previous work similar in nature to this project, including appropriate contact information (not to exceed two pages per example).
- Professional backgrounds of personnel to be involved with this project, including the identification of the lead project manager (not to exceed two pages per person).
- Any other information that may be of interest to the City or relevant to the submittal (not to exceed two pages).
- City Exhibits A-H

EVALUATION PROCESS

Submittals shall be reviewed and evaluated by an Evaluation Committee (members appointed by the City Manager) as follows:

CRITERIA	
Technical capabilities	30 points
Previous experience	30 points

Following an Evaluation Committee review and recommendation and City Commission consideration and approval, City staff will commence negotiations for the professional services associated with each of the specified tasks.

AWARD

Award recommendation by the Evaluation Committee will be based upon the most responsive and responsible submittal. The City reserves the right, based upon its deliberations and in its opinion, to accept or reject any or all submittals. The City also reserves the right to waive minor irregularities or variations to the specifications and in the qualifying process.

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

QUALIFICATION PACKAGE

Qualification Documents and Specifications can be downloaded online at www.fbfl.us/bids. Any questions regarding the Qualifications package can be directed in writing to Wanda Weaks, Purchasing Agent, at wweaks@fbfl.org.

LIQUIDATED DAMAGES

Should the awarded CONTRACTOR fail to complete work and make the area available for use within the stipulated period CONTRACTOR may be assessed by the CITY the amount of one hundred dollars ($100.00) for each consecutive calendar day that expires after the time specified for completion and ready for final payment until the work is complete. The per diem charge may be invoked at the discretion of the CITY and said sum to be taken as liquidated damages and deducted from the final payment, or charged back to CONTRACTOR This deduction is in addition to other remedies available to the CITY pursuant to Florida Statutes or the terms and conditions of this solicitation."

INSURANCE AND INDEMNIFICATION REQUIREMENTS FOR PROJECT

1. INDEMNIFICATION

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

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

It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.08, Florida Statutes, as amended. ENGINEER/ARCHITECT expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.08, Florida Statutes, as amended. Nothing contained in the foregoing indemnification shall be construed

as a waiver of any immunity or limitation of liability the City may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

2. SUBMITTER'S STATUS AS AN INDEPENDENT CONTRACTOR

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

3. WAIVER OF SUBROGATION

The City of Fernandina Beach and the SUBMITTER waive all rights against each other for damages caused by perils covered by insurance provided under this agreement to the extent covered by such insurance, except such rights as they may have to the proceeds of such insurance held by the City of Fernandina Beach and the SUBMITTER as trustees. The SUBMITTER shall require similar waivers from all Subcontractors and their subcontractors and suppliers.

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

If the insurance policies referred to in this article require an endorsement to provide for continued coverage where there is a waiver of subrogation, the owner of such policies will cause them to be so endorsed; failure to obtain endorsement nullifies the waiver of subrogation.

4. SUMBITTER'S Professional Insurance

The SUBMITTER shall not commence any work in connection with this agreement until he has obtained all of the following types of insurance and such insurance has been approved by the City of Fernandina Beach and has named the City of Fernandina Beach as additional insured parties, except for Worker's Compensation Coverage, nor shall the SUBMITTER allow any Subcontractor to commence work under this agreement until all similar insurance required of the Subcontractor has been so obtained.
Such insurer shall have a currently valid Certificate of Authority issued by the State of Florida, Department of Insurance authorizing it to write insurance policies in the State of Florida and be doing business in the State of Florida. Insurers shall have at least a Policy Holders Rating of A-, and Financial Rating of Class IV as identified in the latest issue of "Bests Key Rating Guide" unless otherwise accepted by the City of Fernandina Beach in writing.

The SUBMITTER's insurance, and the insurance of any other party bound to the SUBMITTER shall be considered primary. The City of Fernandina Beach's insurance, if any, shall be considered excess, as may be applicable to claims which arise out of indemnifications, insurance, certificates of insurance and any additional insurance provisions of this agreement.

5. LOSS DEDUCTIBLE

The City of Fernandina Beach shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of the SUBMITTER.

6. SUBCONTRACTOR'S INSURANCE

The SUBMITTER shall require each of his Subcontractors, if any, 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.

7. 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; and
- Statement that the insurer will mail notice to the City of Fernandina Beach and a copy to the SUBMITTER at least thirty (30) days prior to any material changes in provisions, cancellation, renewal, or non-renewal of the policy; and
- 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 Article;
- If requested by the City of Fernandina Beach, the SUBMITTER and all subcontractors/Subcontractors shall furnish complete copies of all insurance policies, forms and endorsements; and
- Receipt of certificates or other documentation of insurance or policies or copies of policies by the City of Fernandina Beach or by any of its representatives which indicate less coverage than required by this agreement does not constitute a waiver of the SUBMITTER's obligations to fulfill the requirements of this Article.

8. WORKERS' COMPENSATION INSURANCE

The SUBMITTER shall have in full force, during the life of this agreement, a Workers' Compensation and Employer's Liability Insurance for all his employees connected with work

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

9. LIABILITY INSURANCE

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

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

10. SUBMITTER'S Liability Insurance

During the term of this agreement, the SUBMITTER will carry Errors and Omission insurance which will cover liability for any damage or non-performance on account of any error, omission, or other provable negligence caused by the SUBMITTER. The amount of insurance shall not be less than $1,000,000 per occurrence and aggregate.

11. PAYMENT

Payment due hereunder shall be made by the City to Vendor in accordance with the Florida Prompt Payment Act.

12. FEDERAL GRANT MONEY

In the event this project is funded with federal grant monies, contractors may not participate in the RFQ if SUBMITTER is listed in the Excluded Parties List System (EPLS) a federal suspension and debarment listing. https://www.epls.gov/epls/search.do SUBMITTER should include copy of search results with RFQ.

EXHIBITS

EXHIBIT "A" **Contact Sheet**

EXHIBIT "B" **Public Entity Crimes**

EXHIBIT "C" **Drug-Free Workplace Certification**

EXHIBIT "D" **E-Verify Statement**

EXHIBIT "E" **Proposer Acknowledgements and Agreements**

EXHIBIT "F" **Conflict of Interest**

EXHIBIT "G" **Non-Collusion Affidavit**

EXHIBIT "H" **Disputes Disclosure**

CITY OF FERNANDINA BEACH, FLORIDA
RFQ 2020-01
CITY HALL ASSESSMENT AND DESIGN

EXHIBIT "A"

CONTACT SHEET

Name: _____

Federal Taxpayer ID: _____

Mailing Address: _____

City, State, & Zip Code: _____

Telephone: _____ **Fax:** _____

Email: _____

Submitted By: _____

Title: _____

FIRM Accepts Credit Cards*: Yes No

Accounting Contact:

Name: _____**Title:**_____

Email Address: _____ **Phone:** _____

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

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

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, must 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 must 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:

CITY OF FERNANDINA BEACH, FLORIDA
RFQ 2020-01
CITY HALL ASSESSMENT AND DESIGN

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

EXHIBIT "C"

DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

COMPANY: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____PHONE: _____

NAME (TYPED OR PRINTED): _____TITLE: _____

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

EXHIBIT "D"

E-VERIFY STATEMENT

Bid/Proposal Number: _____

Project Description: _____

_____

I/FIRM acknowledges and agrees to the following:

I/FIRM will 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

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

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 not 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.

_____ My Commission expires: _____
Notary Signature

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

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 Proposer, 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 Proposer, firm, or person to fix the price or prices in the attached proposal or any other Proposer, or to fix any overhead, profit or cost element of the proposal price or the proposal price of any other Proposer, 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 Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

_____

Signature Date:

CITY OF FERNANDINA BEACH, FLORIDA
RFQ 2020-01
CITY HALL ASSESSMENT AND DESIGN

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

EXHIBIT "H"

DISPUTES DISCLOSURE FORM

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

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

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

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

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

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts must 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

RFQ 2020-01 CITY HALL ASSESSMENT AND DESIGN

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 **RFQ 2020-01**. 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 the 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
RFQ 2020-01 CITY HALL ASSESSMENT AND DESIGN

1. RFQ 2020-01 is for an assessment and, if appropriate, design services – no construction services or construction should be included as part of the Request for Qualifications.

2. No budget has been established – this is solely a Request for Qualifications.

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 2
RFQ 2020-01 CITY HALL ASSESSMENT AND DESIGN

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

ADDENDUM No. 2

The following changes are applicable to the original **RFQ** documents and specifications of **RFQ 2020-01**. This Addendum No.2 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.

Respondents 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. 2
RFQ 2020-01 CITY HALL ASSESSMENT AND DESIGN

1. Double-sided can be considered one page. If submitters wish to include more projects within the stated limits, they can do so.

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 3
RFQ 2020-01 CITY HALL ASSESSMENT AND DESIGN

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

ADDENDUM No. 3

The following changes are applicable to the original **RFQ** documents and specifications of **RFQ 2020-01**. This Addendum No.3 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.

Respondents 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. 3
RFQ 2020-01 CITY HALL ASSESSMENT AND DESIGN

1. With Addendum No. 2, does the City intend to allow firms to include more examples of previous work? Or to allow firms to expound upon their three examples of work up to four pages in total, with double sided printing? The stated limit applies to the number of pages (six; three projects, two pages each). If Submitters wish to offer more projects within that six-page limit, they may do so."

CITY OF FERNANDINA BEACH BID OPENING TALLY

RFQ 2020-01 March 13, 2020

Bid Name: City Hall Assessment and Design

Attended by: **Dale Martin and Wanda Weaks**

DATE/TIME REC'D	COMPANY NAME/LOCATION	EXHIBITS A-H	ADDENDUMS 1-2-3
3/11/2020 10:55am	CPH, Inc., Jacksonville, FL	√	√
3/12/2020 11:48am	Silling Architects, Inc., Charleston, WV 25301	√	√
3/13/2020 12:18pm	Passero Associates, St. Augustine, FL	√	√
3/13/2020 11:33am	Lane Architecture, PA, Jacksonville, FL	√	√
3/13/2020 11:54am	Bhide & Hall Architects,PA, Orange Park, FL	√	√
3/13/2020 12:17pm	LS3P Associates, LTD, Savannah, GA	√	√

This is a premliminary summary of the bids as they were opened and announced at the bid opening. Contractor/Vendor should not assume award until after final/review/recommendation for award

CITY OF FERNANDINA BEACH

RFQ 2020-01

CITY HALL ASSESSMENT AND DESIGN

March 13, 2020

Bhide & Hall Architects, P.A.
1329-C Kingsley Avenue
Orange Park, FL 32073
904.264.1919
AAC000569

1 Cover Letter

2 Previous Experience

3 Resumes | Licenses

4 Additional Information

5 City Exhibits A-H
Addendum 1-3

TAB 1

BHIDE & HALL ARCHITECTS, P.A.
AAC000569

March 13, 2020

City of Fernandina Beach
City Clerk's Office
204 Ash Street
Fernandina Beach, FL 32034

RE: RFQ #2020-01

Dear Selection Committee:

It is with pleasure that we express our interest in providing architectural services to the City of Fernandina Beach for the City Hall Assessment and Design project.

FIRM
Bhide & Hall Architects has maintained a successful architectural practice in North Florida for the past 45 years. From our office in Orange Park, we have successfully provided architectural services and construction administration on hundreds of projects throughout Florida and the Southeastern U.S. Our staff of 15 includes 5 registered architects. We specialize in serving public entities with an emphasis on providing direct personal involvement of the firm's principal and senior staff.

Three Architects will be assigned to this project:

Robert McVeigh	President, 34 years experience, Project Architect for Green Cove Springs City Hall and Clay County Administration Annex (4 story).
David Shively	Senior Architect, 17 years experience including feasibility studies and site surveys/investigations.
E. Wendell Hall	Founding Partner. Architect for the restoration of 1890 Clay County Courthouse. Contributing author to Guide to Florida's Historic Architecture.

TEAM
Our team has demonstrated capability in site assessments, programming, feasibility studies, municipal building design, and compliance with historic standards. We are using local consultants familiar with the local conditions.

- Bhide & Hall Architects - Assessments, evaluations, designs for city halls in three Florida cities.
- Gillette & Associates | Civil Engineer - Office located in the City Historic District. Specialized experience in site assessment and flood plain regulations of the area.
- Atlantic Engineering | Structural Engineer - Numerous projects in Nassau County. Strong experience in building assessments and with historical building sites.
- Powell & Hinkle Engineering | Mechanical/Electrical Engineer - Specific design experience at several properties in Nassau County, including the Peck Center renovations.

BHIDE & HALL ARCHITECTS, P.A.
AAC000569

PROJECT
We fully understand the tasks required of the RFQ for the development of the new city hall. Under our continuing contract with the City, our firm was previously requested to provide an evaluation of four possible locations for the new city hall. The City decided not to pursue the study. However, in preparation for such, we are familiar with the spatial requirements for staffing and the existing City Hall and Peck Center properties. David Shively, Senor Architect, will be Lead Project Manager for the design team.

We understand the significance of this project to the City. We look forward to presenting our qualifications at a personal interview.

Sincerely,

Robert McVeigh
President | Architect
AR0011549
1329-C Kingsley Avenue, Orange Park, Florida 32073 904.264.1919

1329-C Kingsley Avenue, Orange Park, Florida 32073 904.264.1919

TAB 2

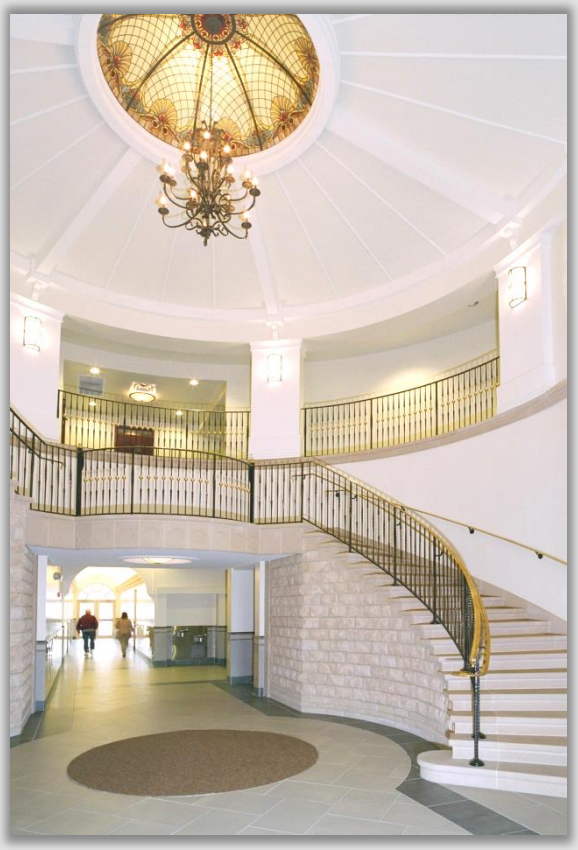
Green Cove Springs City Hall
Green Cove Springs, FL

Bhide & Hall
Architects, P.A.

PROJECT OWNER:
City of Green Cove Springs

CONTACT :
Don Bowles, former City Manager

PHONE:
904.237.2663 (cell)



This 23,000SF new City Hall for the City of Green Cove Springs replaced the existing QiSiSana Building in dilapidated condition. Elements of the old Mediterranean style hotel were recalled in the design for the new City Hall. The prominent west face has become a city landmark along the main boulevard. The building's east face anchors the city's iconic Spring Park.

Our tasks for the City Hall included a needs assessment and development at the building program. A list of spaces with area requirements was developed through interviews with the staff and city council. Special requirements for each department such as a drive-up window or a supply dumbwaiter were incorporated into the design. The building exterior was developed from concept to final view with a series of presentations to the city council.

Visitors enter the lobby rotunda which features a backlit stained glass dome. A monumental stair wrapping the lobby serves the second floor. Visually, the building is anchored by its cast stone base and finely detailed stucco exterior walls above.

The building structure is steel frame with concrete masonry exterior walls. The building is fully operational during power outages with a back-up generator .

Green Cove Springs City Hall
(continued)

Bhide & Hall
Architects, P.A.

As the central governmental offices, the City Hall contains the following departments and spaces:

- Finance
- Utilities
- Welcome Center
- Customer Service
- Purchasing
- Archives
- City Clerk
- Conference Spaces
- Planning & Zoning
- Public Housing Authorities
- Personnel
- Records Vault
- City Manager
- City Council Chambers

Orange Park Public Safety Building
Orange Park, FL

Bhide & Hall Architects, P.A.

PROJECT OWNER:
Town of Orange Park

CONTACT :
John Bowles, former Town Mgr.

PHONE:
904.525.9744(c)

Designed as the City's Fire Department Headquarters main fire station and Police Station, the 2-story building also functions as the City's Emergency Operation Center during emergencies. The building includes fully enclosed apparatus bays for trucks and equipment, communications center, and administrative areas for each department. Electrical power and air conditioning systems incorporate 100% back-up systems. The building is structured is designed to withstand a direct hit from a Category 5 hurricane and remain operational.

Orange Park Public Safety Building
(continued)

Bhide & Hall
Architects, P.A.

The Orange Park facility has a unique danger presented during hurricanes from falling limbs from tall oak trees. The primary metal roof structure is designed to withstand the impact of heavy limbs or trees. However, should the unforeseen damage from limbs and/or trees occur, there is a secondary double roof below on the reinforced concrete deck that will keep the building watertight.

Clay Electric Coop Headquarters
Keystone Heights, FL

Bhide & Hall Architects, P.A.

PROJECT OWNER: Clay Electric Co-op
CONTACT: Bryan Gunter
PHONE: 352-473-8000, x8579

Design Considerations for the Various Departments

- Security, both at public access points and internal departmental separations.
- Noise control design for room environments and for isolation from adjacent room functions.
- Site design configuration provided sound reduction to the adjacent residential neighborhood.
- Storm design for buildings determined to require operation during storm events: roof hardening, backup generators, redundant HVAC.
- Special fire protection equipment for the data center.
- Storage requirements interviews identified the need for concentrated movable storage equipment to house the vast amount of non-digital records required to be kept from the inception of the utility in 1937.
- One major component was relocation of a print shop and all of its printing, inking, collating, and packing requirements. Special HVAC venting was required for the print shop.
- Multiple conference rooms and breakrooms were located for flexible use by the various departments.

A regional utility that is consumer-owned, Clay Electric is frugal in expenditures. Their over-riding directive to the Design Team on the project was for simple buildings; nothing flashy. Our design presents simple, stately buildings with common materials in an economic manner.

Clay Electric Coop Headquarters
(continued)

Bhide & Hall Architects, P.A.

Master Planning ☐ Site Analysis ☐ Design ☐ Construction Documents ☐ Bidding ☐ Construction Administration ☐ Close-Out Documents

Originally 6 buildings, but changed after review with client departments. Five separate buildings, each with a different function, designed under the same architectural theme. Project phased to accommodate Clay Electric's budget.

All five buildings have been designed.

1. Data Center
2. Call Center
3. Administration
4. Finance
5. Conference Center (To Be Constructed)

TAB 3

Bhide &Hall Architects, P.A.

Robert McVeigh
Architect

EDUCATION: University of Florida, Master of Arts in Architecture, 1983
University of Florida, Bachelor of Design (Architecture), 1981
University of South Florida, B.A., 1976

REGISTRATION: State of Florida - #11549
National Council of Architectural Registration Boards (NCARB)
LEED Accredited Professional

EXPERIENCE: 1985 – Present Bhide & Hall Architects, P. A.

Bob McVeigh, a Principal and President, is responsible for the firm's overall coordination of design, production, and quality control. With over 35 years of experience guiding the efforts of multi-disciplinary design teams on projects large and small, Bob oversees all aspects of project operations for the firm. Bob has extensive experience with the planning, design, and implementation of governmental projects.

Orange Park Public Safety Building - Orange Park, Florida
25,000 SF police and fire rescue headquarters for the Town of Orange Park. Designed to withstand a Category 5 hurricane, the building also functions as an Emergency Operations Center. The building is equipped with a heavily protected emergency generator and redundant HVAC systems.

City Hall – Green Cove Springs, Florida
The new 23,000SF city hall building is four times the size of the facility it replaced. Two stories with a monumental staircase, this Mediterranean Revival style building is a noted landmark for the city.

Joint Operations Center Training Facility Assessment – Camp Blanding, Florida
Conducted a User Design Conference for the purposes of architectural programming of the Joint Operation Center Facility (JOCTF) at Camp Blanding, Florida. A design charrette was conducted over a 3 day period. Included in our work: determination of building spaces and areas, site assessment and floor plan concepts. The findings were present in an out-briefing to the Owner, followed by a formal report.

Clay County Administration Building (Annex) – Green Cove Springs, Florida
New, 4-story office building for Clay County that included administrative spaces for the collector's office, supervisor of elections, building department, and other county agencies. A board meeting room for public meetings was part of the original design. The scope of our services included architectural/space planning/interior design, and construction administration.

Duval County Public Schools Team Center Remodeling – Jacksonville, Florida
Provided design services for space planning of a 20,000 SF existing, single story facility for the DCPS Data Center. Redesign of existing atrium/lobby to incorporate work space and a new security entry. Converted traditional cafeteria/dining room to a new break area to reflect the environment of a high tech facility to include data ports and HD wide-screens.

Fleming Island High School - Orange Park, Florida
New construction of a 192,000SF core facilities design for 1,600 students, 50 classrooms with 1,250 student capacity. Cafetorium and gymnasium/athletic facilities. Full sports facilities including football/track stadium, baseball and softball fields, tennis and basketball court, and practice fields. Special ceiling designs for the entry lobby, cafetorium, and media center.

Bhide &Hall Architects, P.A.

David Shively
Architect | Lead Project Mgr.

EDUCATION: University of Houston, Bachelor of Architecture

REGISTRATION: State of Florida - #99028
NCARB (National Council of Architectural Registration Boards)
EDAC (Evidence Based Design Accreditation and Certification)

EXPERIENCE:

2017 – Present	Bhide & Hall Architects, P. A.
2014 – 2017	VAI Architects, Inc., Dallas, TX
2003 – 2014	PageSoutherlandPage, LLP

David is a Senior Architect at Bhide & Hall Architects, P.A. with more than 17 years of experience in Architectural design and project management. David has successfully managed and led teams for federal, non-DOD, and state level government agencies as well as corporate, commercial, and university level educational projects. These projects included feasibility studies, site survey/investigations, renovation and repairs to historical and non-historical buildings, building additions, and new construction projects. Throughout David's career he has been focused on understanding and communicating client and project needs in order to lead his project teams to delivering projects on deadline and within budget.

UNF (University of North Florida) Feasibility Study – Jacksonville, FL
Feasibility Study for a major renovation/re-build of the Herbert University Center Catering Kitchen. The project is divided into 3 phased deliverables including, an initial site/facility assessment of existing kitchen and support spaces conditions, a secondary phase to investigate viable alternatives or approaches for a newly planned catering kitchen, and a final phase to build a programming document around a single concept selected from the phase II work.

Feasibility Study – Earle Cabell US Courthouse / Santé Federal Building Repairs and Alterations | Dallas, TX
Feasibility Study for US General Services Administration to address facility conditions to validate capital investments/improvements designed to meet described GSA space needs, facility requirements, and GSA P-100 standards.

EB Mahon US Federal Courthouse Elevator and Holding Cells / Ft. Worth, TX
Project was for the US Marshals and involved the design of a new prisoner transport elevator inside an existing historical courthouse. Project had multiple phases including an initial investigation including historical review to address impacts of elevator on the buildings significant documented status. Additional phases included separation of work to limit the overall impact on courtroom operations and federal trials that would occur during construction. Review the overall impact of the project on the US Marshals ability to provide protective services and prisoner transport services before during and after construction. Project was highly detailed and involved multiple levels of review, coordination, and checks.

District Courtroom Renovations / Multiple locations in Northeast Texas.
Projects involved close coordination with end users (US Courts), GSA project manager, and contracting agent to ensure projects were delivered both meeting requirements and meeting contract budget expectations.

Bhide &Hall Architects, P.A.

E. Wendell Hall
Architect

EDUCATION: University of Florida, Bachelor of Architecture, 1969

REGISTRATION: State of Florida - #4951
LEED Accredited Professional

EXPERIENCE: 1974 – Present Bhide & Hall Architects, P. A.

Mr. Hall specializes in the architecture of educational, healthcare, commercial, and military projects. He also served as an Adjunct Instructor in the Interior Design Department at Florida State College of Jacksonville, teaching courses in architectural preservation, architectural styles, architectural drafting, and building and accessibility codes. He is also a member of the Florida Board of Architecture & Interior Design Probable Cause Committee.

1890 Clay County Courthouse, Green Cove Springs, Florida
The project was a restoration of an abandoned structure. In addition, the building required automatic fire sprinklers, new air conditioning and handicapped access. Structural damage from roof leaks and termite damage was severe. This project took an unused, abandoned building, found in seriously deteriorated conditions and crafted it into a useful, aesthetically pleasing county building that remains true to the original style.

City Hall – Green Cove Springs, Florida
The new city hall building is four times the size of the facility it replaced. Two stories with a monumental staircase, this Mediterranean Revival style building is a noted landmark for the city.

1894 Clay County Jail, Green Cove Springs, Florida
The project was restoration to the abandoned structure. The residential portion of the building was in danger of collapsing. The interior floors had rotted and fallen in. The flat-roofed portion of the structure was unsafe and collapsed as the initial project clean-up began. The exterior masonry walls were cracked and outwardly splayed.

Clay Electric Cooperative Headquarters Complex – Keystone Heights, FL
New headquarters complex of 5 separate buildings on a 10 acre site. Buildings include: Administration/Operations, Finance, Conference Center with Kitchen, Call Center/Print Shop, and IT/Data Center. Site plan includes 316 parking spaces and provisions for future Credit Union building and fuel island. Buildings provided with emergency generator power.

JOCTF Project:
New one-story 11,600 SF emergency operations training facility for the Army National Guard. Project contains extensive communications and audio - visual infrastructure for use during severe weather events, as well as planned temporary access for mobile communications vehicles. The building has flexible spaces and raised computer flooring to facilitate practice training for groups needing to stage coordination of various agencies into a temporary location. BHA also conducted the original pre-design charrette to help establish the criteria for the facility and generate a report document.

Asa R. Gillette III, P.E.
Structural and Mechanical Engineering

Gillette & Associates, Inc.

Education

Bachelor of Science in Mechanical Engineering, University of Florida, 1994
Bachelor of Science in Nuclear Engineering, University of Florida, 1991

Experience

2001-Present	Principal,	Gillette and Associates, Inc.
1995-2001	Project Mgr., Sr Eng., VP-Industrial,	W.W. Gay Mechanical Contractor, Inc.
1994-1995	Project Engineer,	Sigma Services, Inc.
1992-1993	Engineering Intern	Rayonier, Inc.

Registration and Professional Memberships

Professional Engineer, State of Florida, P.E. No. 56177
10- HR OSHA Training Course in Construction Safety and Health
National Society of Professional Engineers (NSPE) and Florida Engineering Society (FES) 2000-present
American Society of Heating, Refrigerating, and Air Conditioning Engineering (ASHRAE) 2002-present
American Society of Mechanical Engineers (ASME): Treasurer; N.E. Florida 1994-1998
Carrier Technical Development Program for Heating, Ventilating, Air Conditioning; 1996
American Nuclear Society (ANS) 1989-1992

Project Experience

W.W. Gay Mechanical Contractor, Inc. Designed and permitted a 30,000 sf fabrication facility for McCoys Creek Fabrication Facility. Permitting involved City of Jacksonville and St. Johns River Water Management District.

Celebration Baptist Church. Designed and permitted an 11,582 sf Church building. Permitting involved Nassau County, St. Johns River Water Management District, and JEA.

Callahan Development Group. Designed and permitted a 10,000 sf retail center, including site and building engineering (start to finish). Permitting involved Town of Callahan, St. John's River Water Management District, Florida Department of Environmental Protection, and Florida Department of Transportation.

Sand Dollar Villas. Design and Construction Management for a 1.4 million renovation of condominiums. Project involved mostly structural renovations with site work and permitting through the City of Fernandina Beach Building Department and the Florida Department of Environmental Protection.

Nassau County Tax Collector Office. Designed, permitted and managed a 5,000 s.f. addition to an existing 5,500 s.f. facility for the Nassau County Tax Collector. Permitting included the Nassau County Building Department.

Amelia Surgery Center. Site design for a 30,000 s.f. professional facility upgrade. Permitting included City of Fernandina Beach, FL and the St. Johns River Water Management District.

W.W. Gay Mechanical Contractor, Inc. Chiller platform and structural support for new chiller installation for First Baptist Church, downtown Jacksonville, FL. Permitting involved the City of Jacksonville Building Department.

Scott and Son Jewelry. Design work for an 11,000 s.f. retail center in Fernandina Beach, FL. Engineering included structural, mechanical, electrical and plumbing. Permitting included the Nassau County Building Department and the City of Fernandina Beach Utility Department.

Douglas Residence. Designed and permitted two wood bridges for vehicular traffic across wetlands for a private residence at Long Point at Amelia Island Plantation. Engineering included site plan, wetland impacts/mitigation and structural. Permitting included the St. Johns River Water Management District.

Habitat for Humanity. Donated Design and permitting for single family residences, mostly in Fernandina Beach, FL. Engineering includes structural and general architectural. Permitting has included the City of Fernandina Beach, FL and the Town of Callahan, FL.

FDEP and Deep Foundation Design. Design and permitting of various single family residential structures eastward of the Coastal Construction Control Line along Amelia Island, FL. Engineering includes site permitting for construction eastward of the CCCL and structural deep foundation design for washout. Permitting includes the Florida Department of Environmental Protection and City of Fernandina Beach, FL.

MARK J. KEISTER PE

PRINCIPAL

PERSONAL SUMMARY

Mr. Keister has provided structural solutions for thousands of projects during his career at AES. His expertise spans across many industries and has helped him provide a wide variety of structural solutions. Of the services that he has provided for clients throughout the years, his experience uniquely positions our team to provide exceptional consultation for analysis, survey, and renovation work for existing buildings. His approach efficiently analyzes current facility conditions, creatively repurposes existing buildings for new occupancy, and breathes new life into older structures – including numerous buildings listed on the National Register of Historic Places. More than his technical excellence, Mr. Keister puts your needs first, listens, and provides suggestions for optimal design solutions from schematics to the project close-out.

EDUCATION

Bachelor of Science in Engineering
Duke University, 1981
Master of Science in Civil Engineering
Georgia Institute of Technology, 1983

PROFESSIONAL REGISTRATIONS

Licensed Professional Engineer in Alabama, Arkansas, Florida, Georgia, Kentucky, Louisiana, Maryland, Mississippi, North Carolina, Oklahoma, South Carolina, Tennessee, Texas, Virginia, and Wisconsin
Licensed Special Inspector in Florida

PROFESSIONAL MEMBERSHIPS

American Institute of Steel Construction
Structural Engineering Certification Board
Florida Engineering Society
Florida Structural Engineers Association
American Council of Engineering Companies

EXPERIENCE

Mr. Keister began his career as a structural engineer in 1983. He has since provided structural engineering services and expertise to architects and owners throughout the southeast. His projects include apartment complexes, educational facilities, dormitories, laboratories, hotels, churches, extended nursing care facilities, office buildings, hospitals, theaters, manufacturing plants, governmental facilities, and parking garages. Mr. Keister is an expert in evaluating, rehabilitating, and repairing structures of varying shapes and sizes, as well as reinforcing concrete facilities.

Mr. Keister's work with the restoration of old and historic structures has been a cornerstone of our practice. He was the Principal-in-Charge for numerous historic projects, including the restoration and conversion of John Gorrie High School into The John Gorrie Condominiums which won the 2013 Urban Land Institute of North Florida Award for Excellence in the Reuse/Repurpose of an Existing Structure, and the reconstruction and adaptation of the dilapidated St. John's County Courthouse (former Cordova Hotel) into the present-day Casa Monica Hotel. His range of preservation projects includes renovations throughout the Florida Keys and the maintenance and repair of several historic lighthouses along the coast including the Jupiter Inlet Lighthouse, Jupiter, FL and the restoration of Bill Baggs Cape Florida Lighthouse, Key Biscayne, FL.

RENOVATION & RESTORATION PROJECTS

Nassau County Courthouse Renovations | *Fernandina Beach, FL*
Flagler College, Ponce de Leon Hall | *St. Augustine, FL*
Alcazar Hotel, St. Augustine City Hall | *St. Augustine, FL*
Florida Theatre, Terracotta Evaluation | *Jacksonville, FL*
Cowford Chophouse, former Bostwick Building | *Jacksonville, FL*
Hacienda Hotel Evaluation | *New Port Richey, FL*
FEC Railroad Office Building Conversion | *St. Augustine, FL*
Fernandina Beach Middle School No. 31 Construction, Remodeling, and Renovations | *Fernandina Beach, FL*
Gainesville Train Depot | *Gainesville, FL*
Glynn Archer School Conversion | *Key West, FL*

LANE R. HINKLE, P.E., LEED AP BD+C MECHANICAL

Powell & Hinkle Engineering, P.A.
Principal Mechanical Engineer

Education
University of South Florida: Master of Electrical Engineering
Virginia Tech: Bachelor of Science in Electrical Engineering

Professional Registrations
Florida Registration P.E. #48076
Registered P.E. also in Arizona, Georgia, Hawaii, Kentucky, Nevada, North Carolina, Utah, Virginia, Washington
LEED AP BD+C
LEED Commissioning Authority CxA
National Council of Examiners for Engineering and Surveying Certificate (NCEES #20123)

Mr. Hinkle has over 30 years of experience in the field of mechanical and electrical engineering. Since joining Powell & Hinkle Engineering, Mr. Hinkle has been responsible for the design for a broad array of projects and is currently responsible for all mechanical engineering projects. His system design experience includes HVAC, plumbing, fire protection, process piping, thermal and vacuum processing equipment, high density computer room design, clean room design, chilled water, hot water, steam, compressed air, gas transfer systems and building automation system design. This experience includes new construction and renovations in both design bid and design build project teams.

Representative Projects

Jesse Ball DuPont Center
Jacksonville, FL | 120,000 sf
Historic former Main Library transformed into office headquarters and community space. The four-level facility includes retail, conference/meeting spaces, a green roof, and an outdoor patio/terrace area. Renovations included a complete interior restoration from walls, floors, and to ceilings. MEP systems all upgraded and replaced.

Jacksonville Beach 5th Ave South Restrooms & Sea Walk Pavilion Modifications
Jacksonville Beach, FL | 7,500 sf
Mechanical, Electrical, and Plumbing design for the new restroom facilities and modifications to the pavilion. Additional designs for the covered storage space and the conditioned green room.

Jacksonville Beach Restroom Facility
Jacksonville Beach, FL | 500 sf
Engineering design, preparation of construction documents, and construction administration, for the lighting, electrical power distribution, mechanical ventilation, and plumbing systems design on the free standing restroom facility.

GSA Building and Tenant Build-out for the US Customs & Border Patrol
Jacksonville, FL | 45,839 sf | Final Design Phases
Mechanical, Electrical, and Plumbing systems design for the 2 story building designed for offices, command center, fitness center, locker rooms, and additional support areas.

City of Jacksonville Fire Station #28
Jacksonville, FL | 9,000 sf
Mechanical systems design and reconfiguration of the single story fire station. Design includes a dispatch/radio consoles, sleeping quarters, gathering room, laundry facility, exercise room, storage spaces, and covered patio off of the kitchen.

Clay County Architectural Services Contract
Clay County, FL | 2016-present
P&H Has provided MEP Services and Systems Evaluations for a variety of projects in Clay County. Fire station #11, Clay County Courthouse HVAC study and evaluation, Clay County Parks and Recreation Thunderbolt Restrooms and Concession, Clay County Permitting Office Renovations, Clay County Jail HVAC EMS in Green Cove Springs, Florida.

P&H ENGINEERING

THOMAS M. ELDER, P.E., LEED AP BD+C ELECTRICAL

Powell & Hinkle Engineering, P.A.
Principal Electrical Engineer

Education
University of Florida
Bachelor of Science in Electrical Engineering

Professional Registration
Florida Registration P.E. #56121
Registered P.E. also in Arizona, Georgia, Louisiana, Mississippi, Texas
National Council of Examiners for Engineering and Surveying Certificate (NCEES #19925)

Mr. Elder has over 30 years of experience in the field of electrical engineering and construction. Prior to joining Powell & Hinkle Engineering, Mr. Elder worked as a Journeyman Electrician and has hands-on experience in both industrial and commercial electrical systems installations. Mr. Elder has been responsible for the design for a broad array of projects and is currently responsible for all electrical engineering projects at Powell & Hinkle Engineering. His experience includes lighting analysis, point-by-point photometric plans, power system distribution, emergency power generation, UPS systems, low voltage network cabling and fire alarm system design Mr. Elder 's hands-on experience coupled with his education and design experience make him a highly effective design engineer with a practical and cost effective outlook.

Representative Projects

Jesse Ball DuPont Center
Jacksonville, FL | 120,000 sf
Historic former Main Library transformed into office headquarters and community space. The four-level facility includes retail, conference/meeting spaces, a green roof, and an outdoor patio/terrace area. Renovations included a complete interior restoration from walls, floors, and to ceilings. MEP systems all upgraded and replaced.

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Jacksonville University Campus Wide Fire Alarm System Upgrade Jacksonville, FL
P&H has fostered a great working relationship with Jacksonville University. Together we created an Request For Proposal (RFP) for the campus wide fire alarm system upgrades and additions. JU Health Sciences Building, JU River House, JU Stadium, JU Science Labs Renovations, JU Swisher Library Study, JU Chilled Water Study, JU Terry Concert Hall.

P&H ENGINEERING

RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY

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BHIDE & HALL ARCHITECTS PA

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MCVEIGH, ROBERT E

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SHIVELY, DAVID SCOTT

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GILLETTE & ASSOCIATES, INC.

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GILLETTE, ASA RAY III

20 SOUTH 4TH STREET
FERNANDINA BEACH FL 32034

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Halsey Beshears, Secretary

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H.W. KEISTER ASSOCIATES, INC.

ATLANTIC ENGINEERING SERVICES OF JACKSONVILLE
6501 ARLINGTON EXPRESSWAY
BUILDING B, SUITE 201
JACKSONVILLE FL 32211

LICENSE NUMBER: CA791
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SPECIAL INSPECTOR NUMBER: 0714

KEISTER, MARK JEFFREY

6105 ARLINGTON EXPRESSWAY
BUILDING B, SUITE 201
JACKSONVILLE FL 32211

LICENSE NUMBER: PE37435
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POWELL & HINKLE ENGINEERING

1409 KINGSLEY AVE,
BUILDING 12A
ORANGE PARK FL 32073

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HINKLE, LANE ROYCE

991 CHICKADEE LANE
ORANGE PARK FL 32073

LICENSE NUMBER: PE48076
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ELDER, THOMAS M.

2521 CROOKED CREEK PT. RD
MIDDLEBURG FL 32066

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TAB 4

BHIDE & HALL
ARCHITECTS, P.A.

NE Florida Firm | 45 Years Experience
15 Employees | 5 Architects

RELEVANT EXPERIENCE

1890 Courthouse Restoration

Clay County Admin Annex

Green Cove Springs City Hall

HISTORIC

Since our founding in 1974, we have designed numerous projects requiring adherence and review of historical and local standards for aesthetics.

LOCAL HISTORICAL DISTRICTS

Riverside/Avondale Preservation Society
Springfield Preservation & Revitilaztion Council
Mandarin Museum Historical Society

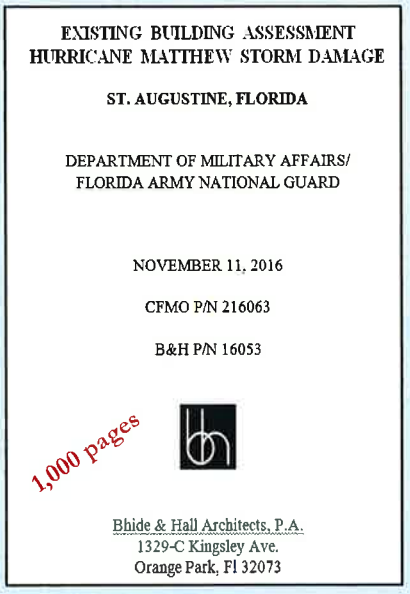
NEW DEVELOPMENT REVIEW COMMITTEES

Bartram Springs
Fleming Island Plantation
Oakleaf Plantation

ASSESSMENTS

Developed design criteria for public agencies by conducting user design conferences. Prepared spatial needs assessments, studies of existing facilities, and feasibility studies.

User design conference for development of space program for a training center.



Field investigation and assessment report of 16 buildings located in the St. Augustine Historic District.

Gillette & Associates, Inc.

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

G&A is a full-service engineering and management consulting company. Our practicing fields of engineering are civil, environmental, mechanical and structural, with applications to the residential, commercial, industrial and construction markets. We have significant local experience in the design and permitting of stormwater systems in our area and in the surrounding areas. This experience includes residential subdivisions and commercial sites as well as roadway and drainage projects. Our firm's relevant experience also includes Phase I and Phase II Environmental Site Assessments, contamination assessments, remedial action plans, and hydrogeological evaluations. Also, we are highly experienced with Critical Path Method (CPM) scheduling, project estimating, and overall project management capability from design to completion. Our office opened in 2002 and has a total of six (6) employees. Our Certificate of Authorization Number is 9332. Below is a summary of some of the services we provide:

Civil Engineering

- Subdivision and commercial site plans and design
- Roadway and drainage design
- Water and sewer design
- Traffic Studies
- Permitting and construction administration

Environmental Engineering

- Phase I & Phase II Environmental Site Assessments
- Air monitoring
- Contamination assessments
- Remedial action plans
- Landfill design and permitting
- Hydrogeological evaluations
- Water quality monitoring

Structural Engineering

- Shallow and deep foundation design for residential, commercial and industrial structures
- Wind load analysis and reaction design
- Structural steel and concrete design for process systems
- Renovations and retrofits to existing structures and systems

Management

- Critical Path Method (CPM) scheduling for owners/developers and the construction industry
- Manpower distribution charts and tracking
- Project estimating (material, labor, equipment, etc.)

Additionally, principals within the firm have received more than one hundred (100) Environmental Resource Permits from the St. John's River Water Management District. Our firm has also permitted more hundred (100) applications with Nassau County and more than fifty (50) with the City of Fernandina Beach. We also have multiple permitting experiences with the Florida Department of Transportation, Florida Department of Environmental Protection, Jacksonville Electric Authority (JEA) and other local city and government offices.

TAB 5

CITY OF FERNANDINA BEACH, FLORIDA
RFQ 2020-01
CITY HALL ASSESSMENT AND DESIGN

EXHIBIT "A"

CONTACT SHEET

Name: Bhide & Hall Architects, P.A.

Federal Taxpayer ID: 59 189 3726

Mailing Address: 1329-C Kingsley Avenue

City, State, & Zip Code: Orange Park, FL 32073

Telephone: (904) 264-1919 **Fax:** (904) 264-3100

Email: bmcveigh@bhide-hall.com

Submitted By: Robert McVeigh

Title: President

FIRM Accepts Credit Cards*: Yes No

Accounting Contact:

Name: Beth Cleary **Title:** Office Manager

Email Address: bcleary@bhide-hall.com **Phone:** (904) 264-1919

***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
RFQ 2020-01
CITY HALL ASSESSMENT AND DESIGN

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 Hall Assessment & Design City of Fernandina Beach, FL

2. This sworn statement is submitted by (entity) Bhide & Hall Architects, P.A. whose business address is 1329-C Kingsley Ave., Orange Park, FL and (if applicable) Federal Employer Identification Number (FEIN) is 59 189 3726 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

3. My name is Robert McVeigh and my relationship to the entity named above is President.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(a) (g). Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a) (b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:

    1. A predecessor or successor of a person convicted of a public entity crime; or

    2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate"

includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The City of Fernandina Beach, Florida ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, must 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 must 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)

_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 3/13/2020 Date:

CITY OF FERNANDINA BEACH, FLORIDA
RFQ 2020-01
CITY HALL ASSESSMENT AND DESIGN

STATE OF FLORIDA
COUNTY OF Clay

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 13 day of March, 2020, and is personally known to me, or has provided N/A as identification.

Elizabeth C. Cleary
Notary Public
My Commission expires: 02-01-2023

Notary Public State of Florida
Elizabeth C Cleary
My Commission GG 271720
Expires 02/01/2023

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
RFQ 2020-01
CITY HALL ASSESSMENT AND DESIGN

EXHIBIT "C"

DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

COMPANY: Bhide & Hall Architects, P.A.

CITY: Orange Park STATE: FL ZIP CODE: 32073

SIGNATURE: _____ PHONE: (904) 264-1919

NAME (TYPED OR PRINTED): Robert McVeigh TITLE: President

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
RFQ 2020-01
CITY HALL ASSESSMENT AND DESIGN

EXHIBIT "D"

E-VERIFY STATEMENT

Bid/Proposal Number: RFQ 2020-01

Project Description: City Hall Assessment and Design

I/FIRM acknowledges and agrees to the following:

I/FIRM will 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: Robert McVeigh / Bhide & Hall Architects, P.A.

Authorized Signature:

Title: Architect

Date: March 13, 2020

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
RFQ 2020-01
CITY HALL ASSESSMENT AND DESIGN

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: Robert McVeigh Title: President

Signature: Date: March 13, 2020

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
RFQ 2020-01
CITY HALL ASSESSMENT AND DESIGN

EXHIBIT "F"

CONFLICT OF INTEREST STATEMENT

City Hall Assessment & Design

This sworn statement is submitted with Bid, Proposal or Contract for City of Fernandina Beach, FL

This sworn statement is submitted by (entity) Bhide & Hall Architects, P.A. whose business address is 1329-C Kingsley Ave., Orange Park, FL 32073 and (if applicable) Federal Employer Identification Number (FEIN) is 59 189 3726 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Robert McVeigh and my relationship to the entity named above is President.

1. The above named entity is submitting a Proposal for the City of Fernandina Beach.

2. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon his/her own knowledge.

3. The Affiant states that only one submittal for the above proposal is being submitted and that the above named entity has no financial interest in other entities submitting proposals for the same project.

4. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above proposal. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.

5. Neither the entity not its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.

6. Neither the entity nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.

7. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City of Fernandina Beach.

8. I certify that no member of the entity's ownership or management, or staff has a vested interest in any aspect of the City of Fernandina Beach.

9. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify the City of Fernandina Beach.

Signature Date: 3/13/2020

STATE OF FLORIDA
COUNTY OF Clay

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 13 day of March, 2020, and is personally known to me, or has provided N/A as identification.

Notary Signature

My Commission expires: 02-01-2023

Notary Public State of Florida
Elizabeth C Cleary
My Commission GG 271720
Expires 02/01/2023

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
RFQ 2020-01
CITY HALL ASSESSMENT AND DESIGN

EXHIBIT "G"

NON-COLLUSION AFFIDAVIT

City Hall Assessment & Design

This sworn statement is submitted with Bid, Proposal or Contract for City of Fernandina Beach, FL

This sworn statement is submitted by (entity) Bhide & Hall Architects, P.A. whose business address is 1329-C Kingsley Ave., Orange Park, FL 32073 and (if applicable) Federal Employer Identification Number (FEIN) is 59 189 3726 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

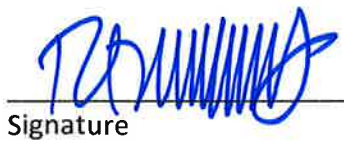
My name is Robert McVeigh and my relationship to the entity named above is President.

1. The above named is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;

2. Such Proposal is genuine and is not a collusive or sham proposal;

3. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other Proposer, 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 Proposer, firm, or person to fix the price or prices in the attached proposal or any other Proposer, or to fix any overhead, profit or cost element of the proposal price or the proposal price of any other Proposer, 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 Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.



Signature 3/13/2020 Date:

CITY OF FERNANDINA BEACH, FLORIDA
RFQ 2020-01
CITY HALL ASSESSMENT AND DESIGN

STATE OF FLORIDA _____ COUNTY OF Clay

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 13 day of March, 2020 and is personally known to me, or has provided N/A as identification.

Elizabeth C. Cleary
Notary Signature

My Commission expires: 02-01-2023

Notary Public State of Florida
Elizabeth C Cleary
My Commission GG 271720
Expires 02/01/2023

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

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 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 must be cause for forfeiture of rights for further consideration of this proposal for the City of Fernandina Beach.

Bhide & Hall Architects, P.A.	3/13/2020
Firm	Date
Authorized Signature	Robert McVeigh / President
	Printed or Typed Name and Title

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 1
For
RFQ 2020-01 CITY HALL ASSESSMENT AND DESIGN

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 **RFQ 2020-01**. 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 the qualifications. Failure to do so may disqualify the submittal.

Submitters shall thoroughly familiarize themselves with the contents of this Addendum before submitting qualifications.

NAME: Robert McVeigh **TITLE:** President

ADDRESS: 1329-C Kingsley Avenue

CITY: Orange Park **STATE:** FL

AUTHORIZED SIGNATURE: **DATE:** 3/13/2020

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 1
For
RFQ 2020-01 CITY HALL ASSESSMENT AND DESIGN

1. RFQ 2020-01 is for an assessment and, if appropriate, design services – no construction services or construction should be included as part of the Request for Qualifications.

2. No budget has been established – this is solely a Request for Qualifications.

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 2
RFQ 2020-01 CITY HALL ASSESSMENT AND DESIGN

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

ADDENDUM No. 2

The following changes are applicable to the original **RFQ** documents and specifications of **RFQ 2020-01**. This Addendum No.2 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.

Respondents shall thoroughly familiarize themselves with the contents of this Addendum before submitting qualifications.

NAME: Robert McVeigh **TITLE:** President

ADDRESS: 1329-C Kingsley Avenue

CITY: Orange Park **STATE:** FL

AUTHORIZED SIGNATURE: **DATE:** 3/13/2020

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 2
RFQ 2020-01 CITY HALL ASSESSMENT AND DESIGN

1. Double-sided can be considered one page. If submitters wish to include more projects within the stated limits, they can do so.

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 3
RFQ 2020-01 CITY HALL ASSESSMENT AND DESIGN

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

ADDENDUM No. 3

The following changes are applicable to the original **RFQ** documents and specifications of **RFQ 2020-01**. This Addendum No.3 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.

Respondents shall thoroughly familiarize themselves with the contents of this Addendum before submitting qualifications.

NAME: Robert McVeigh **TITLE:** President

ADDRESS: 1329-C Kingsley Avenue

CITY: Orange Park **STATE:** FL

AUTHORIZED SIGNATURE: **DATE:** 3/13/2020

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 3
RFQ 2020-01 CITY HALL ASSESSMENT AND DESIGN

1. With Addendum No. 2, does the City intend to allow firms to include more examples of previous work? Or to allow firms to expound upon their three examples of work up to four pages in total, with double sided printing? The stated limit applies to the number of pages (six; three projects, two pages each). If Submitters wish to offer more projects within that six-page limit, they may do so."

Bhide & Hall Architects, P.A.
1329-C Kingsley Avenue
Orange Park, FL 32073
904.264.1919
AAC000569

PROFESSIONAL SERVICES FOR THE CITY OF FERNANDINA BEACH

"City Hall Assessment and Design"

RFQ # 2020-01

OPENING DATE: MARCH 13, 2020

CPH, Inc. | 5200 Belfort Road Suite 220, Jacksonville, FL 32256 | 904.332.0999 | info@cphcorp.com

TABLE OF CONTENTS

TAB 1 COVER LETTER

TAB 2 SIMILAR PROJECT EXPERIENCE

TAB 3 KEY PERSONNEL/ RESUMES

TAB 4 ADDITIONAL INFORMATION

TAB 5 CITY EXHIBITS A-H

March 13, 2020

City of Fernandina Beach
City Clerk's Office
204 Ash Street
Fernandina Beach, FL 32034

5200 Belfort Road
Suite 220
Jacksonville, FL 32256
Phone: 904.332.0999
Fax: 904.332.0997
info@cphcorp.com

RE: **"CITY OF FERNANDINA BEACH CITY HALL ASSESSMENT AND DESIGN" | RFP# 2020-01**

Dear Selection Committee Members:

CPH, Inc. (CPH) is excited about the opportunity to put our expertise and knowledge to work for the City of Fernandina Beach "City Hall Assessment and Design." We are dedicated to assuring that the City and its residents, property owners and stakeholders will be well-served by our Team. In addition to working as an extension of City staff, the selection of the CPH Team provides the City with the opportunity to capitalize on our competitive advantages of local knowledge, local/regional/national expertise, and development of plans that are implementable.

Our firm provides the City with the direct benefit of our 150+ nearby staff members that not only includes planners, but landscape architects, engineers (including transportation and traffic), architects, environmental scientists, and surveyors. Our Team has proven our ability for many municipalities in Florida over our three decades of service. We are proud of our latest award-winning community / neighborhood planning studies conducted for the Cities of Cape Coral and DeLand. CPH conducted a vision and master plan study or the 20-square-mile northwest quadrant of Cape Coral, adopted by City Commission, and awarded the 2017 Award of Excellence by the American Society of Landscape Architects as well as the 2018 Florida Planning and Zoning Association's Outstanding Planning Study Award. The Georgia Avenue Vision Master Plan for the City of DeLand was also awarded the 2018 Outstanding Plan Award by the Florida Planning and Zoning Association. We have provided a representative sample of these, plus other recent projects in Tab 2. We encourage you to call our references about our Team's ability to deliver the scope of services the City of Fernandina Beach requests and our record of completing projects on time and within budget.

We have composed a team that has the requisite experience to perform the tasks associated with this engagement. Our team has not come together for just this assignment but regularly collaborates and has already begun so to address the range of technical issues involved in complex urban planning and design for these facilities. Also, many of our team members have current working relationships with Fernandina Beach. The in-house expertise embedded with our team includes:

- Municipal development and re-development expertise
- Fire station and public safety
- Redevelopment and adaptive re-use
- Urban planning
- Public engagement
- Cost estimators

Our approach will consider the balance between costs, long-term projections, case studies of successful projects in other areas, surrounding land uses, directions of growth, and changing demographics.

We will look to focus our expertise and talent on the challenges of this assignment to bring forward the best thinking to arrive at the right solution. Such collaboration is done through a continuous flow and sharing of information among the City and CPH team. This is critical to arrive at clear assessments, explore meaningful design directions, and make informed decisions to advance the work.

CPH will work with the appropriate stakeholders to collect information, analyze and provide quantification of the future space requirements. This assessment will be conducted through the use of questionnaires sent to key users/stakeholder departments within the City. This exploration and analysis will become the basis for the establishment of our campus scenarios. This assessment will answer several key questions:

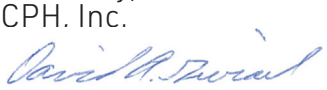
- What is the current condition and capacity of the existing facilities?
- Considering updated projections, what functional, operational, staffing, space, and parking needs should be expected by 2026 and beyond?
- What facility options, combination of new and renovated facilities, best meets the requirements of Fernandina Beach?
- What other issues should be considered in setting the future vision and direction for your facilities?
- What is the strategic vision that best responds to the needs of Fernandina Beach and ultimately to the public in terms of improved service delivery at the lowest cost?

Our Team will work with City Leadership to identify your needs goals and objectives. We will initiate a discovery charrette session with your key decision makers, stakeholders and end users and we carefully organize and develop a detailed task analysis and work plan.

We will review the appropriate size, code compliance, net- to-gross area ratios and other program issues.

We are very excited about the opportunity to provide planning services for the City and appreciate the opportunity to present our qualifications.

Sincerely,
CPH. Inc.



David A. Gierach, P.E., CGC, President

TAB 2. SIMILAR PROJECTS

CPH has provided planning services to numerous Florida municipal clients since our inception in the 1960's. The team has provided services to all phases of professional urban planning expertise including mixed use project development (design and implementation), technical design investigations and analyses, environmental analyses, urban Infill site planning, urban design, design of transit oriented development (TOD) packages, parks/open space/ streetscape planning/design and analysis, historic preservation planning and design, small area studies/economic analysis, project design oversight consultation. **Our extensive history of providing solutions for Florida communities has prepared our team to successfully deliver services for projects both large and small.** As a result the team is used to working as an extension of our client's staff and has the complete capability to be responsive on review projects. CPH has a demonstrated ability to perform and has a thorough understanding of the project requirements due to the past similar experience. CPH is a clear choice for the City of Fernandina Beach as a direct result of the **qualified staff, unique understanding of local codes and guidelines, extensive experience and qualifications in the outlined scope of services, and the availability to provide services to the City.** The team has provided the requested services in the RFQ for numerous Florida Cities, Counties and CRA's. Recent local clients include the DeBary, Atlantic Beach, Lake Mary, Sanford, Casselberry, and the City of Cape Coral. These projects have consisted of vision master plans, public works facilities, office buildings, and public safety projects.

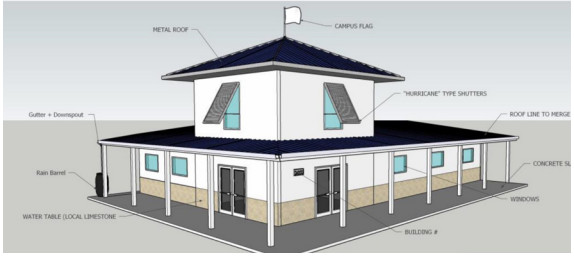
	RELEVENCE TO SCOPE						
	Review of Documents	Interviews	Site Analysis	Workshops and Meetings	Visioning / Space Planning	Concept Planning	Design/Permitting
City of Casselberry Vision Master Plan	●	●	●	●	●	●	
City of Winter Springs New Public Works Facility	●	●	●	●	●	●	●
Public Works and Waste Management 58th Street Master Plan	●	●	●	●	●	●	●
Reedy Creek Facilities South Services Area Master Plan	●	●	●	●	●	●	
Georgia Avenue District Redevelopment Vision/Master Plan	●	●	●	●	●	●	●
Arecibo Jobs Corps Center Master Plan Garrochales Ward	●	●	●	●	●	●	
Cape Coral Northwest Cape and 7 Islands Vision Plan	●	●	●	●	●	●	●
Monroe County Fire Station		●	●	●	●	●	●
City Of Winter Springs New Public Works Facility		●	●	●	●	●	●

ARECIBO JOBS CORPS CENTER MASTER PLAN GARROCHALES WARD

CPH conducted a Master Planning Study for the redevelopment of an existing 50-acre vocational school, dormitories, and administrative services buildings. The study includes evaluation of current structures, uses, adjacencies, back of house activities, new structures and projections for demand-driven facility expansion.

Firm's Role / Responsibility:

- Land Planning
- Transportation / Traffic
- Architectural Theming
- Concept Civil Engineering
- Boundary Survey and Building Surveys



RELEVANT DESIGN ELEMENTS

Evaluation of Existing Parcels
Site Wide Study
Redevelopment

SCOPE OF SERVICES PROVIDED

Review of Documents
Interviews
Site Analysis
Workshops and Meetings

WHY WE INCLUDED THIS PROJECT

This project is very similar to that of the one requested by the City of Fernandina Beach. Our team worked with multiple departments to identify space needs for a 20 year planning window. This project required the team to evaluate different options (including expansion of existing structures, new facilities, and alternative sites) for potential improvements and provide concept design and budgets for each option. The existing site had similar challenges such as Flood Hazard Areas. This project is very similar to the one outlined by the City of Fernandina Beach because it required coordination with multiple departments within an agency to provide a space program and concept design.

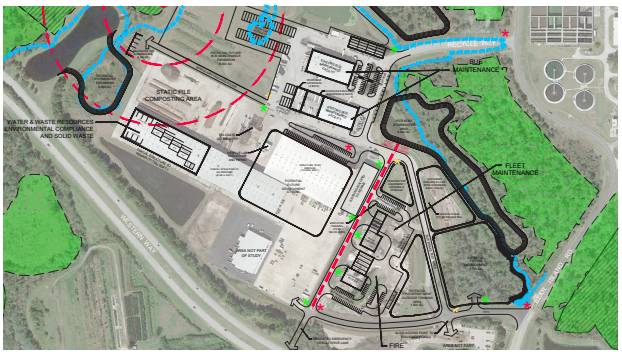
CLIENT CONTACT:
US Dept. of Labor, Washington D.C. (Client)
Project Contact: Mr. Kent Boulicault, P.E.
Singhofen and Associates, Inc.
11723 Orpington St., #100, Orlando, FL 32817
Phone: 407.679.3001
Email: kjb@saiengineers.com
Fax: 407.679.2691

REEDY CREEK FACILITIES SOUTH SERVICES AREA MASTER PLAN

Reedy Creek Energy Services (RCES) retained the firm of CPH, Inc. (CPH) to conduct the subject Master Planning Study and provide three (3) Master Plan Alternatives for the South Service Area (SSA). The SSA campus consists of 80 acres± located at the intersection of Western Way and Bear Island Road. CPH conducted an existing conditions gathering and analysis of property ownership, existing uses, environmental constraints, elevation data, existing storm.water basins, and available lands for development. CPH also conducted site reconnaissance visits; extensive stakeholder interviews; and reviewed permits and select construction plans.

Firm's Role / Responsibility:

- Master Planning
- Wetland Delineation
- Maintenance of Operations Plan
- Building Life Cycle Analysis
- Traffic Analysis
- Land Use Efficiency Analysis



RELEVANT DESIGN ELEMENTS

Evaluation of Existing Parcels
Site Wide Study
Redevelopment

SCOPE OF SERVICES PROVIDED

Review of Documents
Interviews
Site Analysis
Workshops and Meetings
Visioning / Space Planning

WHY WE INCLUDED THIS PROJECT

This project is very similar to that of the one requested by the City of Fernandina Beach. Our team worked with multiple departments to identify space needs for a 20 year planning window, and for consolidation of administrative space. This project required the team to evaluate different sites for potential improvements and provide concept design and budgets for each option.

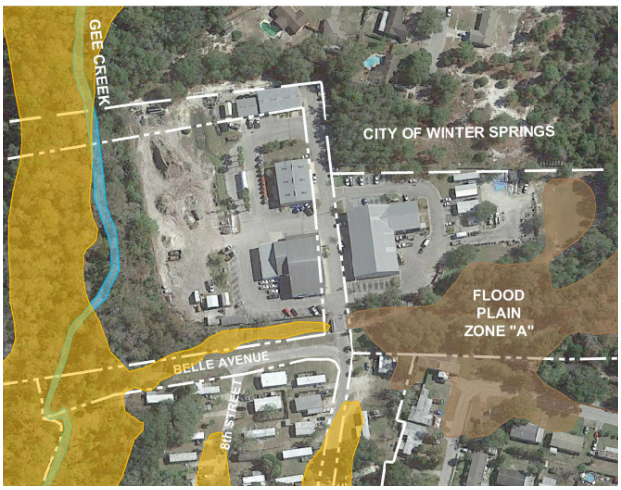
CLIENT CONTACT:
Reedy Creek Energy Services
Jason D. Herrick, P.E.
Phone: 407.824.7447
Email: jason.d.herrick@disney.com
Fax: 407-824-2016

CITY OF CASSELBERRY
VISION MASTER PLAN

CPH was retained by the City of Casselberry to conduct a design study for the relocation of its Public Works Complex.

The study included inventory of uses and operations, vehicular and fleet assessment, personnel and space needs. CPH conducted several design charrettes to determine special design elements and features for the "day to day" operations of the Department.

A series of land plans and master plans were produced depicting building layouts and locations, parking, buffers, setbacks, landscape and theming, back of house activities and storage areas. The resultant study and its recommendations were incorporated into the City's Capital Improvements Plan.



RELEVANT DESIGN ELEMENTS

Evaluation of Existing Parcels
Site Wide Study
Redevelopment
Public Works Facility

SCOPE OF SERVICES PROVIDED

Review of Documents
Interviews
Site Analysis
Workshops and Meetings
Visioning/Space Planning
Concept Planning

WHY WE INCLUDED THIS PROJECT

This project is very similar to that of the one requested by the City of Fernandina Beach. Our team worked with multiple departments to identify space needs for a 20 year planning window, and for consolidation of City administrative space. This project required the team to evaluate different sites for potential improvements and provide concept design and budgets for each option. Some of the sites had similar challenges such as Flood Hazard Areas.

CLIENT CONTACT:

City of Casselberry
Mark Gisclar, Public Works Director
Phone: 407.262.7725, Ext. 1234
Email: mgisclar@casselberry.org
Fax: 407.262.7767

CITY OF WINTER SPRINGS
NEW PUBLIC WORKS FACILITY

CPH was commissioned to design a 4,700 sq. ft. office building for the City of Winter Springs. The office building was the final unit to be constructed within the existing utility public works compound. This building is located on an existing public works facility.

The design included:

- Administration Building
- Lobby / Reception Area
- Six (6) Private Offices
- One (1) Conference Room
- General Open Office Area for Cubical Office Arrangements
- IT Room
- Mechanical Equipment Room for HVAC
- Miscellaneous Storage Rooms
- Break Room

RELEVANT DESIGN ELEMENTS

Evaluation of Existing Parcels
Public Works Facility

SCOPE OF SERVICES PROVIDED

Review of Documents
Interviews
Site Analysis
Workshops and Meetings
Visioning / Space Planning
Concept Planning
Design/Permitting

WHY WE INCLUDED THIS PROJECT

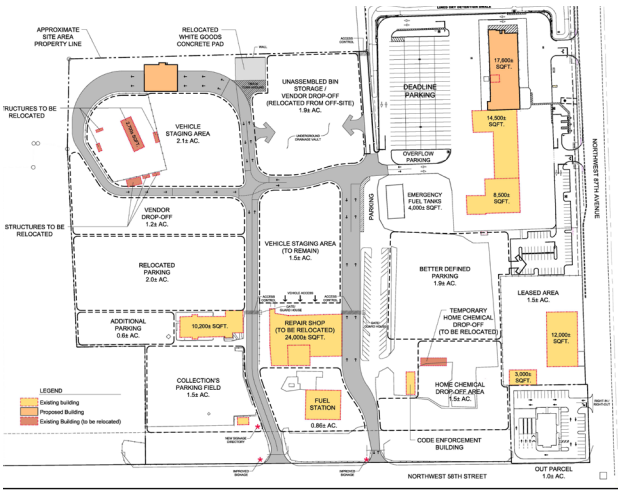
This project is very similar to the one outlined by the City of Fernandina Beach because it required coordination with multiple departments within an agency to provide a space program and concept design. The project then was moved to design and construction where CPH provided Architecture and Engineering for the improvements, which were completed at an existing City owned site.

CLIENT CONTACT:

City of Winter Springs
Mr. Guy A. Meyers, Construction Project Manager
1126 East SR 434
Winter Springs, FL 32708
Phone: 407.327.1800
Email: gmeyers@winterspringsfl.org
Fax: Provided upon further request

PUBLIC WORKS AND WASTE MANAGEMENT 58TH STREET MASTER PLAN

Miami Dade County requested to have a master plan conceptual design for a 42+ acres portion of the existing Public Works and Waste Management site located on 8795 NW 58th Street in Miami-Dade County, Florida. CPH took the lead role as the project planner for the County, handling the master planning and coordination of regulatory agency meetings to assure the timely completion of the project in a cost-effective manner. CPH provided space programming, concept design, and master planning of public works/waste services complex. The project included reconfiguration of site, moving existing buildings, and has components such as administration offices, fuel and hazard waste storage, materials storage, vehicle storage, and vehicle maintenance facilities.



RELEVANT DESIGN ELEMENTS

Evaluation of Existing Parcels
Area Wide Study
Redevelopment

SCOPE OF SERVICES PROVIDED

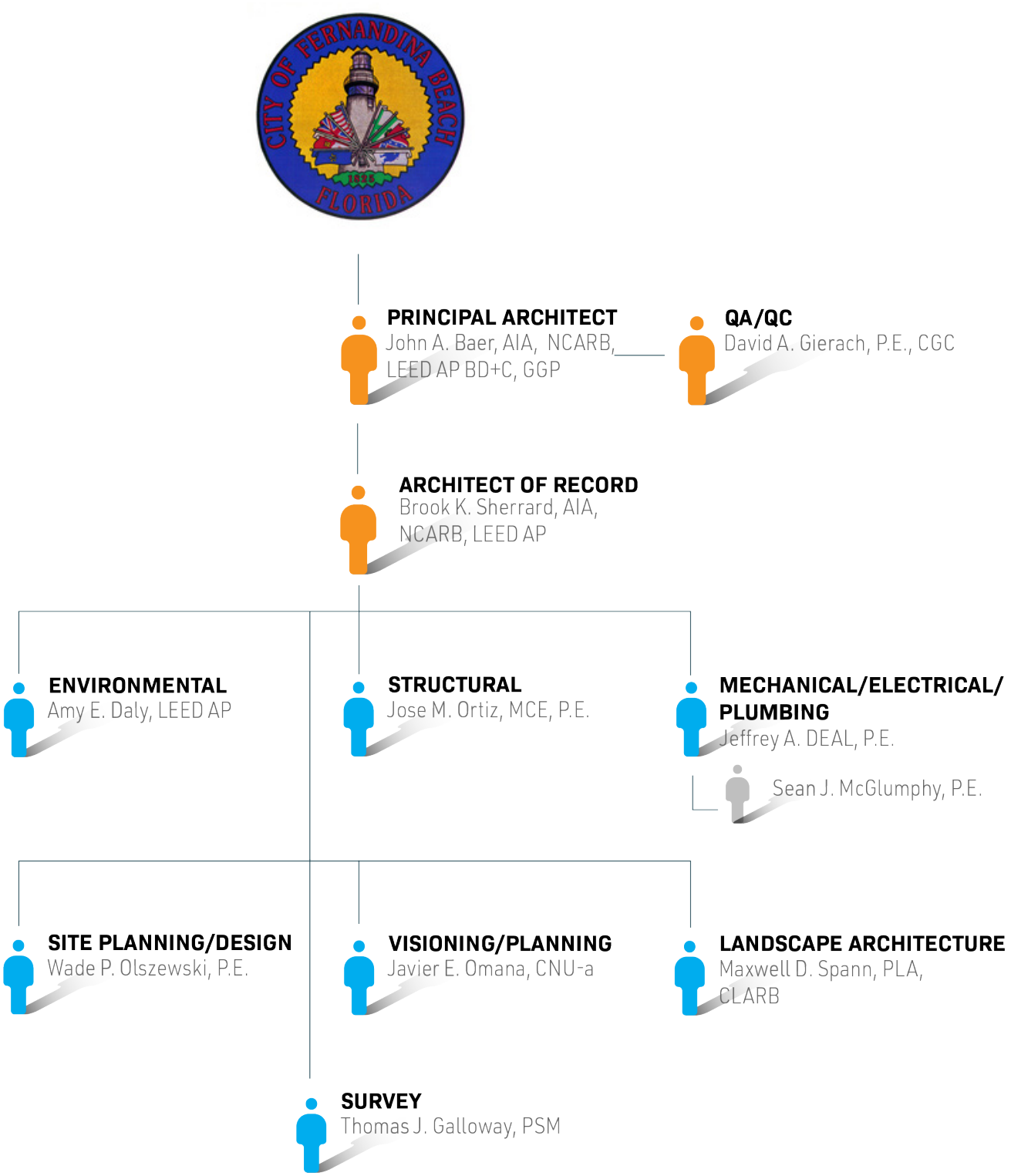
Review of Documents
Interviews
Site Analysis
Workshops and Meetings
Visioning/Space Planning
Concept Planning
Design/Permitting

WHY WE INCLUDED THIS PROJECT

This project is very similar to that of the one requested by the City of Fernandina Beach. Our team worked with multiple departments to identify space needs for a 20 year planning window, and for consolidation of County administrative space. This project required the team to evaluate different sites for potential improvements and provide concept design and budgets for each option. Some of the sites had similar challenges such as Flood Hazard Areas. This project is very similar to the one outlined by the City of Fernandina Beach because it required coordination with multiple departments within an agency to provide a space program and concept design. The project then was moved to design and construction where CPH provided Architecture and Engineering for the improvements, which were completed at an existing County owned site.

CLIENT CONTACT:
Miami Dade Department of Solid Waste Management (DSWM)
Grecia Posada-Enriquez
2525 NW 62nd St, Miami, FL 33147
Phone: 305.514.6684
Email: grecia@miamidade.gov
Fax: Provided upon further request

TAB 3. KEY PERSONNEL/ RESUMES



INDIVIDUALS AND QUALIFICATIONS

We have considered multiple criteria prior to assigning the key members listed below. **This criteria includes: LOCAL knowledge , RECENT relevant project experience, CURRENT availability and COMMITMENT to the City of Fernandina Beach.** CPH has the ability to pull from over 240 staff members to assist in design and construction services. Our total level of in-house resources consists of engineers, designers, environmental scientists, contractors, architects, surveyors, planners, GIS analysts, and landscape architects. The chart below identifies our project team and their roles in relation to the City.

NAME / ROLE / YEARS OF EXPERIENCE	KEY SKILLS / QUALIFICATIONS	RECENT RELEVANT EXPERIENCE
JOHN A. BAER, AIA, NCARB, LEED AP BD+C, GGP PRINCIPAL ARCHITECT 41 YEARS	✓ Architectural Project Management ✓ Retail/office planning ✓ Condominium Development ✓ Financial Institutions ✓ Industrial/Warehouse Facilities ✓ Restaurant Design ✓ Chapel/Mausoleum/Funeral Homes ✓ Education ✓ Assisted Living/Nursing Homes ✓ Parks	✓ West Leesburg Neighborhood Resource Center ✓ DeBary Public Safety Complex ✓ Sanford Civic Center ✓ Spec Martin Stadium Design Criteria Package – City of DeLand ✓ Sanford Airport Terminal B Expansion ✓ Palm Coast WTP No. 3 ✓ City of Winter Springs New Public Works Facility ✓ Miami-Dade 58th Street Master Plan
BROOK K. SHERRARD, AIA, NCARB, LEED AP ARCHITECT OF RECORD 21 YEARS	✓ Architectural Project Management ✓ Completed more than 6.4 million SF of projects ✓ Building Information Modeling (BIM) and sustainability initiatives ✓ Experience designing projects according to LEED Certification guidelines ✓ REVIT	✓ Jacqueline Brady and Clarence Otis Family Boys & Girls Club ✓ Joe R. Lee Boys and Girls Club ✓ Univeristy of Central Florida Idea Lab at eli2 ✓ Barsanti Elementary School Addition ✓ School District of Osceola County - Tohopekaliga High School ✓ Orlando Magic Recreation Centers ✓ Florida Atlantic Univerisity - Johnson House Renovation
DAVID A. GIERACH, P.E., CGC QA/QC 34 YEARS	✓ Project Management ✓ Trail/Sidewalk Design ✓ Roadway / Transportation ✓ Construction Administration ✓ Stormwater Management ✓ Planning, Design and Engineering Services during construction for Water, wastewater, and reclaimed water type projects	✓ DeBary Public Safety Complex ✓ West Leesburg Neighborhood Resource Center ✓ Orlando Sanford International Airport Terminal Expansion ✓ DeLand New Public Works Complex ✓ Westside Community and Recreation Center
WADE P.OLSZEWSKI, P.E. SITE CIVIL 28 YEARS	✓ Specialist in Drainage and with Florida Permitting ✓ Over 28 years of expertise managing municipal projects ✓ Extensive experience in and around the Fernandina Beach area	✓ City of Atlantic Beach - Rose Park ✓ Fernandina Beach Stormwater Master Plan ✓ Atlantic Beach Intracostal Waterway Park Master Plan ✓ Jacksonville Beach Whole Foods/Pablo Plaza Redevelopment ✓ Walmart Stores, Inc. - Continuing Contract
JOSE M. ORTIZ, MCE, P.E. STRUCTURAL 22 YEARS	✓ Structural Concrete, Steel, and Timber Design ✓ Seismic/Wind Engineering ✓ Construction Inspection/Supervision ✓ High Rise Building Design ✓ Theme Parks ✓ Fall Protection ✓ Failure Analysis & Post Disaster Assessment ✓ Structural Evaluation and Retrofitting	✓ Engelwood Warehouse & Maintenance Office ✓ OUC Warehouse Expansion and Improvements ✓ Monroe County Fire Station - Cudjoe Key ✓ DeBary Central Fire Station ✓ DeBary Public Safety Complex ✓ Orlando Sanford International Airport Terminal Expansion

NAME / ROLE / YEARS OF EXPERIENCE	KEY SKILLS / QUALIFICATIONS	RECENT RELEVANT EXPERIENCE
JEFFREY A. DEAL, P.E. MECHANICAL/ELECTICAL/ PLUMBING 24 YEARS	✓ MEP Project Management ✓ Retail/Office ✓ Education ✓ Restaurant ✓ Industrial/Warehouse ✓ Chapel/Religious Assembly ✓ High End Residential ✓ Government/Police/Fire	✓ Orlando Sanford International Airport Terminal Expansion ✓ DeBary Central Fire Station ✓ DeBary Public Safety Complex ✓ Monroe County Fire Station - Cudjoe Key ✓ Miramar Fire Station #84 Phase II ✓ Aramark/UCF Student Union Renovations
SEAN J. MCGLUMPHY, P.E. MECHANICAL/ELECTICAL/ PLUMBING 7 YEARS	✓ HVAC Systems ✓ Problem Solving Capabilities ✓ Solidworks 2010 ✓ MATLAB 2010 ✓ Trane Trace 700 ✓ Carrier HAP ✓ Bluebeam ✓ AutoCAD 2010-2017 ✓ Autodesk EST MEP ✓ REVIT MEP 2015-2017	✓ Remodel and Expansion of the West Melbourne Police Department ✓ West Leesburg Neighborhood Resource Center ✓ Orlando Sanford International Airport Terminal Expansion ✓ City of Winter Springs New Public Works Facility ✓ Southern Area Aquatics and Recreation Complex (SAARC)
JAVIER E. OMANA, CNU-A PROJECT MANAGER 35 YEARS	✓ Property Entitlements Acquisition ✓ Land Use Feasibility Reports ✓ Land Planning/Master Planning ✓ Site Planning ✓ Project Management ✓ Developments of Regional Impact ✓ Comprehensive Planning ✓ Land Use Amendments/Rezonings ✓ Expert Testimony	✓ Cape Coral Northwest and 7 Islands Vision Plan ✓ Public Works and Waste Management 58th Street Master Plan ✓ Casselberry Vision Master Plan ✓ Georgia Avenue District Redevelopment Vision/Master Plan ✓ Reedy Creek Facilities South Services Area Master Plan ✓ Arecibo Jobs Corps Center Master Plan Garrochales Ward, Arecibo, Puerto Rico
THOMAS J. GALLOWAY, PSM SURVEY 28 YEARS	✓ Surveying and Management ✓ Highway Projects ✓ Land Development ✓ Commercial and Private Projects ✓ Municipal Projects	✓ US 17-92 Riverwalk, Phase II & III (FDOT LAP) ✓ DeBary Splash Park ✓ Mill Lake Park ✓ Punta Gorda Linear Park/Multi-Use Trail - Phases II and III ✓ Mill Creek Drainage Improvements (Year 1-3)
AMY E. DALY, LEED AP ENVIRONMENTAL 26 YEARS	✓ Project Management ✓ Ecological Assessments ✓ Environmental Permitting ✓ Mitigation Program Design ✓ Wetland Delineation ✓ Land Management ✓ Consumptive Use Permitting ✓ Functional Assessments ✓ Water Quality Monitoring ✓ Wildlife Assessment, Management, & Permitting	✓ DeLand New Public Works Complex ✓ Springhill Boys and Girls Club ✓ Westside Community and Recreation Center ✓ Ivy Lane Recreation Park ✓ Bayside Lakes Shopping Center ✓ Palm Coast WTP No. 3 ✓ Children's Lighthouse ✓ Shoppes at the Fountains

DAVID A. GIERACH, P.E. CGC

Principal-in-Charge

37 Years of Experience
33 Years with CPH

EDUCATION

B.S. in Environmental Engineering,
University of Florida

LICENSES / CERTIFICATIONS

Professional Engineer – FL
(No. 38642)
General Contractor License – FL
(No. 060789)

KEY QUALIFICATIONS

- Project Management
- Trail/Sidewalk Design
- Roadway / Transportation
- Construction Administration
- Stormwater Management
- Planning, Design and Engineering Services during construction for water, wastewater, and reclaimed water type projects
- Process Design / Analysis
- Master Water / Wastewater / Reclaimed Water Plans

OVERVIEW

Mr. Gierach serves CPH as President and has over 37 years of experience in engineering and construction for projects that include trails, parks, roadways, treatment facilities, pump/lift stations, drainage, pipelines, and vertical construction projects. He has managed the planning, design, permitting, and construction of projects that range from $1 Million to projects over $200 Million in value. Mr. Gierach has provided services to clients including the Cities of Palm Coast, Sanford, Lake Mary, Casselberry, Winter Springs, Orlando, the U.S. Navy and Volusia County among numerous others.

RELEVANT EXPERIENCE

DeBary Public Safety Complex

- Architectural design and construction documents for a 5,600 square foot Public Safety Complex including offices and operational facilities for local law enforcement.
- The style of the building uses colonial detailing with a "temple front" façade, divided light windows, pitched roof, stone wainscot and white trims.
- CPH also provided site civil and master planning for future development.

West Leesburg Neighborhood Resource Center

- CPH was commissioned to design a new 9,000 s.f., Neighborhood Resource Center for the City of Leesburg.
- CPH is responsible for full design services including survey, civil, landscape, architectural and MEP.
- The Center will include meeting room spaces for large and small groups, a computer lab, office space for local community service providers, conference rooms for miscellaneous social groups, and a Kitchen / Café facility.

Orlando Sanford International Airport Terminal Expansion

- The $60.4 million expansion includes the terminal departure consolidation from a dual terminal check-in.
- The improvements also include new consolidated loading and unloading facility, curbside transportation improvements, a covered baggage drop off, apron addition, four new gates, parking lot improvements, terminal building improvements and renovation, as well as transportation improvements that include a new traffic signal and alternate entrances to the parking lots.
- CPH is providing engineering, surveying, architectural, and MEP services for this project.

DeLand New Public Works Complex

- CPH provided complete architectural, engineering, survey, and landscape design services as a part of this design-build project. The Public Works building was designed to house divisions that included: Administration, Streets, Forestry/ Trees, Urban Beautification, Fleet Maintenance, and Stormwater.
- The Street division is responsible for the maintenance of all City owned roadways and sidewalks, and utilizes this facility as its headquarters for operations.

Westside Community and Recreation Center

- Expanded an existing 7,900 sq. ft. structure with the addition of a 10,400 sq. ft. gymnasium, game room addition and storage mezzanine
- Remodeled the existing gym into a multipurpose room, work out area and conference room
- Both the men's and the women's restrooms were upgraded for handicapped accessibility and the existing kitchen was completely gutted and redesigned
- Included a new welcoming reception area, refurbished staff offices, computer room and locker room with a playful color scheme

Sanford Civic Center

- CPH was commissioned by Sanford's Community Development Agency to provide conceptual plans for a new "Civic Center". This proposed 18,000 square foot facility will replace the existing civic center located on Seminole Boulevard which borders Fort Mellon Park and Lake Monroe.

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WADE P. OLSZEWSKI, P.E.

Site Planning/Design

28 Years of Experience
25 Years with CPH

EDUCATION

B.S. in Environmental Engineering, University of Florida
B.S. in Building Construction, University of Florida

LICENSES / CERTIFICATIONS

Professional Engineer - FL (No. 54068)

KEY QUALIFICATIONS

- Specialist in Drainage and with Florida Permitting
- Over 28 years of expertise managing municipal projects
- Extensive experience in and around the City of Fernandina Beach

OVERVIEW

Mr. Olszewski serves the firm of CPH as Vice President and Branch Manager of the Jacksonville Office. He is a Project Manager/Project Engineer for municipal and private clients. Mr. Olszewski is an excellent leader with traits that include communication, vision, creativity, and consistency. His communication style is based on listening to client needs and helping them achieve the intended result and providing them with solutions that meet all of their goals. He works as an extension of our Client's staff and is able to freely share ideas and concepts to provide clients with the best product and service.

RELEVANT EXPERIENCE

City of Atlantic Beach - Rose Park

- CPH designed and permitted improvements to Rose Park in the City of Atlantic Beach.
- The scope included a 100' x 200' multipurpose field, picnic pavilion, playground, dog park modifications and new parking areas.
- An ADA compliant route was added throughout the park and new pedestrian safety measures were added across the existing City streets.

Fernandina Beach Stormwater Master Plan

- CPH was selected to update the City's Stormwater Master Plan and prepare support documentation, language and cost analysis for the setup of a stormwater utility for the City. The field investigation included visual inspection of existing stormwater structures, pipes, ditches, canals, ponds, right-of-way grades and swales, pavement and other pertinent surrounding conditions that contributed to stormwater issues.
- In addition to the CIP update of the problematic areas, CPH was charged with updating the Master Plan mapping to include new developments and data since the original Stormwater Master Plan.

Atlantic Beach Intracoastal Waterway Park Master Plan

- Developed a Master Plan for three City parks (Tideviews, Dutton Island & River Branch Preserves) which encompass approximately 385 acres contiguous with the ICW in Duval County, Florida
- The plan promoted passive recreation and environmental education opportunities including identification of citizen stakeholder groups
- Also recommended a long range Capital Improvement Plan

Whole Foods/Pablo Plaza Redevelopment, Jacksonville Beach, Florida

- The project consisted of redevelopment of approximately 13.4 acres and included demolishing and reconstructing the parking lot with an improved layout and additional landscaping, reconstruction a portion of the buildings and facades, and reworking all utilities onsite to serve the new development. The project was phased to allow existing businesses to operate during construction.
- Weekly design meetings were held with the architect, owner and tenants to keep the project on track and within the vision of the owner. Monthly meetings were continued onsite during construction to stay on top of the myriad of unknowns inherent in a redevelopment project.
- The project is currently within budget and on schedule due to the hands-on approach and despite the scope additions required during design and construction. Quality control has also been maintained by frequent meetings and attention to detail by the team.

Walmart Stores, Inc. – Continuing Contract

- CPH provided planning, site design, environmental, and surveying services on a continuing basis for Wal-Mart and Sam's Wholesale facilities.
- Numerous projects have been completed at locations throughout Florida and at several locations in Puerto Rico.
- CPH also coordinated closely with project architects and other consultants whose responsibilities were building architecture, surveying, soils, and traffic engineering.

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JOHN A. BAER, AIA, NCARB, LEED AP BD+C, GGP

Project Manager

42 Years of Experience
14 Years with CPH

EDUCATION

B.S. in Architectural Studies, University of Milwaukee, Wisconsin
A.S. in Civil Structural Technology, Northwest Technical Institute
Building Leadership Excellence: Dale Carnegie Training

LICENSES / CERTIFICATIONS

Registered Architect – FL (No. AR93193)
LEED Accredited Professional
American Institute of Architects
Green Globes Professional
National Council of Architectural Registration Boards
Florida Green Building Coalition

KEY QUALIFICATIONS

- Architectural Project Management
- Retail/office planning
- Condominium Development
- Financial Institutions
- Industrial/Warehouse Facilities
- Restaurant Design
- Chapel/Mausoleum/Funeral Homes
- Education
- Assisted Living/Nursing Homes
- Parks

OVERVIEW

Mr. Baer serves as CPH's Director of Architecture for the firm's work in the United States and Puerto Rico. He has more than 42 years of experience in the master planning, design, and permitting of public and private architectural projects. John has successfully managed and designed various development programs including commercial/retail, mixed-use, office, financial, industrial, and educational projects. John leads and manages a very talented team of architects, engineers, designers and coordinators. He constantly works to streamline process and reduce cost to help clients maximize return on their investments.

RELEVANT EXPERIENCE

City of Winter Springs New Public Works Facility

- CPH was commissioned to design a 4,700 sq. ft. office building for the City of Winter Springs.
- The design included: administration building, lobby/reception area, six (6) private offices, one (1) conference room, general open office area for cubical office arrangements, IT room, mechanical equipment room for HVAC, miscellaneous storage rooms, and break room.

Spec Martin Stadium Design Criteria Package – City of DeLand

- Was selected by the City of DeLand for the Spec Martin Stadium Improvements Design/Build Criteria Package
- The project required the development of the design/build criteria package and professional services to assist the City during the selection process
- Included a new press box, training room and locker room additions
- The stadium will be used by the local high school as well as Stetson University; therefore, the stadium improvements were designed to meet collegiate level demands

Orlando Sanford International Airport Terminal Expansion

- The $60.4 million expansion includes the terminal departure consolidation from a dual terminal check-in.
- The improvements also include new consolidated loading and unloading facility, curbside transportation improvements, a covered baggage drop off, apron addition, four new gates, parking lot improvements, terminal building improvements and renovation, as well as transportation improvements that include a new traffic signal and alternate entrances to the parking lots.
- CPH is providing engineering, surveying, architectural, and MEP services for this project.

West Leesburg Neighborhood Resource Center

- CPH was commissioned to design a new 9,000 s.f., Neighborhood Resource Center for the City of Leesburg.
- CPH is responsible for full design services including survey, civil, landscape, architectural and MEP.
- The Center will include meeting room spaces for large and small groups, a computer lab, office space for local community service providers, conference rooms for miscellaneous social groups, and a Kitchen / Café facility.

Public Works and Waste Management 58th Street Master Plan

- Miami Dade County requested to have a master plan conceptual design for a 42+ acres portion of the existing Public Works and Waste Management site located on 8795 NW 58th Street in Miami-Dade County, Florida.
- Took the lead role as the project planner for the County, handling the master planning and coordination of regulatory agency meetings to assure the timely completion of the project in a cost-effective manner.
- Provided space programming, concept design, and master planning of public works/waste services complex.
- The project included reconfiguration of site, moving existing buildings, and has components such as administration offices, fuel and hazard waste storage, materials storage, vehicle storage, and vehicle maintenance facilities.

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Monroe County Fire Station

- CPH provided pre-design phase/programming, Schematic Design, Design Development, Construction documents, Bidding and Permitting assistance, and Construction Administration for a new 7,500 SF Fire Station on Cudjoe Key. Additional services provided will be site plan review, civil engineering, and landscape architecture.
- The overall project included 3 Drive Thru Bays, Native landscape materials requiring minimum irrigation, Work out room, Large kitchen, Outdoor spaces for building users, Roof materials with High Solar Reflectance, Hurricane resistant glazing, door and roof systems, Building insulation with High R- value, Low E glazing system, Site lighting and interior lighting with LED fixtures, HVAC equipment with high efficiency, Water heaters with high efficiency, Construction waste control and recycling, Flood protection, and a Diesel Generator.

DeBary Central Fire Station

- Responsible for the architecture, structural, landscape, survey, M/E/P, and civil site design.
- 8,000 +/- square foot masonry, stucco and brick accented building with an apparatus bay built for 3 fire vehicles and dormitories for a shift of 6 fire fighters.
- The personnel now enjoy a spacious living and dining quarters and the building serves as a visible landmark for this growing community.

DeBary Public Safety Complex

- Architectural design and construction documents for a 5,600 square foot Public Safety Complex including offices and operational facilities for local law enforcement.
- The style of the building uses colonial detailing with a “temple front” façade, divided light windows, pitched roof, stone wainscot and white trims.

Remodel and Expansion of the West Melbourne Police Department

- The existing 10,200 s.f. building will be increased by 9,500 s.f. including the addition of new offices, a training room and evidence storage.
- The existing building will have a new entrance canopy and façade to match the addition.
- CPH will reconfigure the interior rooms for larger locker rooms and offices for police operations.

BROOK K. SHERRARD, AIA, NCARB, LEED AP

Architect of Record

21 Years of Experience
> 1 Year with CPH

EDUCATION

M.S. in Architecture, University of South Florida, School of Architecture and Community Design
B.S. in Applied Technology/Business, Florida Institute of Technology
A.S. in Life Sciences, Harrisburg Area Community College

LICENSES / CERTIFICATIONS

Registered Architect – FL, LEED Accredited Professional, American Institute of Architects (AIA), National Council of Architectural Registration Boards (NCARB)

KEY QUALIFICATIONS

- Architectural Project Management
- Completed more than 6.4 million SF of projects
- Building Information Modeling (BIM) and sustainability initiatives
- Experience designing projects according to LEED Certification guidelines
- REVIT

OVERVIEW

Mr. Sherrard services CPH as a Senior Architect, with more than 21 years of experience. Mr. Sherrard has completed more than 6.4 million SF of projects and is leading the firm's Building Information Modeling (BIM) and sustainability initiatives. Brook's leadership has ensured that our clients are provided with a coordinated set of documents and 3D models to communicate the design intent at all phases of the project. In addition, Brook has experience designing projects according to LEED® Certification guidelines, including the first new complete high school to achieve a Silver rating under the LEED® for Schools 2.0 rating system in the State of Florida at Weeki Wachee High School in Hernando County.

RELEVANT EXPERIENCE

Jacqueline Bradley and Clarence Otis Family Boys & Girls Club

- The new Jacqueline Bradley and Clarence Otis Family Boys & Girls Club is designed to develop opportunities for children by providing resources to teach them liberal arts, technology and assist the students in achieving their future goals.
- The youth recreation facility includes a Health and Lifestyles room, youth/teen game room, Teen Career Education Center, technology/learning center, gymnasium/multi-purpose room with a stage, art/music labs / art gallery areas, dance studio, reading areas, and full demonstration/learning kitchen.
- The site is located in one of the oldest residential neighborhoods just west of downtown Orlando, and will be part of a new community hub associated with the adjacent elementary school, an Early Childhood Learning Center and a Wellness Hub.
- To create a visual connection to the outdoors, the building is designed with open glass throughout, along with balconies and terraces.

Joe R. Lee Boys and Girls Club

- As the Boys and Girls Club mission is to provide an atmosphere that is uplifting and nurturing to boys and girls that may otherwise have a great deal of negative influence on their lives, it is of utmost importance that the facility serve to lift their spirits and provide positive reinforcement of relationships, values and ideals.
- This can be facilitated by the correct use of color, light, materials and open space.
- The facility includes a reception area, offices, health and lifestyles room, youth/teen game room, teen career educational center, technology/learning center, multi-purpose room, and gymnasium.

University of Central Florida Idea Lab at eli2

- The new Idea Lab at the Engineering Leadership & Innovation Institute (eli2) at UCF is designed to foster student creativity, innovation, collaboration and world-changing solutions.
- The Idea Lab has an abundance of writable wall and table surfaces where students can brainstorm and sketch out ideas.
- A variety of flexible and comfortable furniture options provide opportunities for students to learn collaboratively or independently. In addition, technology plays a large role in the success of this environment.
- The entire Lab is wireless; students can also connect their laptops and tablets into large screen projection systems for increased collaboration and idea sharing.
- The result of this project, is a unique environment that supports the variety of ways in which today's college students learn best.

Barsanti Elementary School Addition

- In order to accommodate a growth in student population in the coming years, an addition to the existing Barsanti Elementary School is being planned.
- The new academic building will include a 21st century learning neighborhood with learning hubs, staff collaboration area, learning studios and storage areas.
- The learning environment will also be enhanced by the addition of outdoor learning areas and STEAM (Science, Technology, Engineering, Art and Math) labs.
- In order to minimize disruption to the school's daily activities, the project will be completed in two phases.

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School District of Osceola County - Tohopekaliga High School

- This 21st Century high school contains traditional classroom environments, as well as adaptive classrooms with flexible furniture and movable partitions that can be easily reconfigured to accommodate a variety of academic settings. On the 2nd floor of each 3-story, classroom building, are terraces that use solar voltaic systems and rain cisterns. These outdoor spaces can be used by the arts program, the engineering and biomed programs, or the culinary arts program. The site for the campus also includes a future middle school, which will share a bus loop and kitchen with the high school. The plan creates a solution that will help address the long-term growth for the District.

Orlando Magic Recreation Centers

- The Orange County / Orlando Magic Recreation Centers are a design/ build effort to complete 5 identical gymnasiums for the Orlando community. The gyms were donated and built by the Orlando Magic, and Orange County will operate and maintain the centers.
- Each of the five facilities will include a gymnasium, cardio and weight rooms, a game room, and a divisible multi-purpose room which can be utilized for meetings social functions or small group classes, locker rooms, concession areas and office space for the operations staff. The lobby / reception area is anchored at each end by the entry and fitness room, which serves as the primary point of circulation for the center. These facilities celebrate a strong sense of community with an emphasis on physical well being.

Florida Atlantic University - Johnson House Renovations

- Awarded under a continuing services contract with Florida Atlantic University, the Johnson House renovations at FAU's Harbor Branch Oceanographic Institute campus updated the outdated existing facility. The design and documentation for this project was completed one month ahead of schedule. The minor renovations included the conversion of the existing 1970's house and pool into a marine mammal stranding center as well as bringing the facility up to code by upgrading the accessibility to the building and site.

JOSE M. ORTIZ, MCE, P.E.

Structural

22 Years of Experience
5 Years with CPH

EDUCATION

B.S. in Civil Engineering, Recinto Universitario de Mayaguez, UPR
M.E. in Structural Engineering, Cornell University

LICENSES / CERTIFICATIONS

Professional Engineer - FL (No. 67920)

KEY QUALIFICATIONS

- Structural Concrete, Steel, and Timber Design
- Seismic/Wind Engineering
- Construction Inspection/Supervision
- High Rise Building Design
- Theme Parks
- Fall Protection
- Failure Analysis & Post Disaster Assessment
- Structural Evaluation and Retrofitting

OVERVIEW

José has over 22 years of experience in structural engineering design and project management. His experience encompasses projects of all types and complexities including commercial/retail, hospitals, educational facilities, recreational facilities, hotels/resorts, parking structures, residential, and multi-story office buildings. The depth of his technical understanding of systems and codes allows him to work with architectural / engineering teams to deliver cost-effective structural solutions to meet project goals.

RELEVANT EXPERIENCE

Englewood Warehouse & Maintenance Office

- This is a new facility for Englewood Water District that consists of a new 22,200 SF maintenance warehouse and office building.
- This project is primarily a pre-engineered metal building with a masonry wainscot along the main entrance.
- This facility will store non-combustible material. The office component is approx. 10,000 SF and the remaining area is in the warehouse.
- The walls are metal panel and the roof will be standing seam. All associated structural, civil, mechanical, plumbing and electrical engineering is included.

OUC Warehouse Expansion and Improvements

- This is a design-build project for the Orlando Utilities Commission.
- It consists of a new 9,506 SF pre-engineered metal building warehouse addition that ties into the existing warehouse building for the Orlando Utilities Commission.
- This project will also have a new pre-manufactured modular structure located within the existing warehouse. This will serve as the new breakroom and restrooms for the facility.
- All associated structural, mechanical, electrical and civil engineering is included within the design.

Monroe County Fire Station – Cudjoe Key

- CPH is providing pre-design phase/programming, Schematic Design, Design Development, Construction documents, Bidding and Permitting assistance, and Construction Administration for a new 7,500 SF Fire Station on Cudjoe Key.
- Additional services provided will be site plan review, civil engineering, landscape architecture, and FDOT Review and Florida Green Build criteria.
- The building will be designed to meet or exceed Florida Green Building Coalition (FGBC) standards.

DeBary Central Fire Station

- Responsible for the architecture, structural, landscape, survey, M/E/P, and civil site design.
- 8,000 +/- square foot masonry, stucco and brick accented building with an apparatus bay built for 3 fire vehicles and dormitories for a shift of 6 fire fighters.

DeBary Public Safety Complex

- Architectural design and construction documents for a 5,600 square foot Public Safety Complex including offices and operational facilities for local law enforcement.
- The style of the building uses colonial detailing with a “temple front” façade, divided light windows, pitched roof, stone wainscot and white trims.

Orlando Sanford International Airport Terminal Expansion

- As part of our Master Services Agreement with the Sanford Airport Authority, CPH was tasked with the Terminal Expansion project to support the current growth of passenger traffic.
- The $60.4 million expansion includes the terminal departure consolidation from a dual terminal check-in.
- The improvements also include new consolidated loading and unloading facility, curbside transportation improvements, a covered baggage drop off, apron addition, four new gates, parking lot improvements, terminal building improvements and renovation, as well as transportation improvements that include a new traffic signal and alternate entrances to the parking lots.

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JEFFREY A. DEAL, P.E.

Mechanical/Electrical/ Plumbing

7 Years of Experience
6 Years with CPH

EDUCATION

B.S. in Mechanical Engineering, University of Central Florida

LICENSES / CERTIFICATIONS

Professional Engineer - FL (No. 87451)

KEY QUALIFICATIONS

- MEP Project Management
- Retail/Office
- Education
- Restaurant
- Industrial/Warehouse
- Chapel/Religious Assembly
- High End Residential
- Government/Police/Fire

OVERVIEW

Mr. Deal serves as CPH's Mechanical Engineer for the firm's work in the United States and Puerto Rico. He has experience in HVAC, plumbing, and fire protection. He provides expertise in energy modeling software, cooling load programs, and energy compliance documentation such as FLAcom (Florida) and COMcheck (nationally).

RELEVANT EXPERIENCE

Orlando Sanford International Airport Terminal Expansion

- The $60.4 million expansion includes the terminal departure consolidation from a dual terminal check-in.
- The improvements also include new consolidated loading and unloading facility, curbside transportation improvements, a covered baggage drop off, apron addition, four new gates, parking lot improvements, terminal building improvements and renovation, as well as transportation improvements that include a new traffic signal and alternate entrances to the parking lots.
- CPH is providing engineering, surveying, architectural, and MEP services for this project.

DeBary Central Fire Station

- Responsible for mechanical and plumbing design.
- 8,000 +/- square foot masonry, stucco and brick accented building with an apparatus bay built for 3 fire vehicles and dormitories for a shift of 6 fire fighters.
- The personnel will enjoy a spacious living and dining quarters and the building will serve as a visible landmark for this growing community.

DeBary Public Safety Complex

- Mechanical and plumbing design documents for a 5,600 square foot Public Safety Complex including offices and operational facilities for local law enforcement.
- The style of the building uses colonial detailing with a "temple front" façade, divided light windows, pitched roof, stone wainscot and white trims.
- Provided site civil and master planning for future development.

Monroe County Fire Station – Cudjoe Key

- CPH is providing pre-design phase/programming, Schematic Design, Design Development, Construction documents, Bidding and Permitting assistance, and Construction Administration for a new 7,500 SF Fire Station on Cudjoe Key.
- Additional services provided will be site plan review, civil engineering, landscape architecture, and FDOT Review and Florida Green Build criteria. The building will be designed to meet or exceed Florida Green Building Coalition (FGBC) standards.

Miramar Fire Station #84 Phase II

- CPH provided AMechanical & Electrical engineering for the second phase of the Miramar Fire Station #84 construction.
- The redesign included evaluation of existing HVAC systems and building heat gain.

Aramark/UCF Student Union Renovations

- CPH was contracted by the Aramark Engineering Solutions to provide improvements for (5) new "National Brand" food vendors in the Student Union building at the University of Central Florida.
- CPH is providing mechanical engineering, electrical engineering, plumbing, fire protection, and structural design service as part of the larger Student Union project under a separate contract.

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SEAN J. MCGLUMPHY, P.E.

Mechanical/Electrical/ Plumbing

7 Years of Experience
2 Years with CPH

EDUCATION

B.S. in Mechanical Engineering, Clemson University

LICENSES / CERTIFICATIONS

Professional Engineer - FL
National Honors Society Member
Clemson ASME Member
Florida ASHRAE Member

KEY QUALIFICATIONS

- HVAC Systems
- Problem Solving Capabilities
- Solidworks 2010
- MATLAB 2010
- Trane Trace 700
- Carrier HAP
- Bluebeam
- AutoCAD 2010-2017
- Autodesk EST MEP
- REVIT MEP 2015-2017

OVERVIEW

Sean serves CPH as a Mechanical Engineer, and has over 7 years of experience in various aspects of mechanical and plumbing design. He has successfully designed and managed numerous projects under the oversight of professional engineers. Also, he has received specialized training in REVIT to assist with the implementation and management of the software for 3D design. Sean's strengths include the design of HVAC systems for new construction and renovations, his problem solving capabilities, and his knowledge of psychometrics, thermodynamics and fluid properties.

RELEVANT EXPERIENCE

Remodel and Expansion of the West Melbourne Police Department

- The existing 10,200 s.f. building will be increased by 9,500 s.f. including the addition of new offices, a training room and evidence storage.
- The existing building will have a new entrance canopy and façade to match the addition.
- CPH will reconfigure the interior rooms for larger locker rooms and offices for police operations.

West Leesburg Neighborhood Resource Center

- CPH was commissioned to design a new 9,000 s.f., Neighborhood Resource Center for the City of Leesburg. CPH is responsible for full design services including survey, civil, landscape, architectural and MEP. The Center will include meeting room spaces for large and small groups, a computer lab, office space for local community service providers, conference rooms for miscellaneous social groups, and a Kitchen / Café facility.

Orlando Sanford International Airport Terminal Expansion

- The $60.4 million expansion includes the terminal departure consolidation from a dual terminal check-in.
- The improvements also include new consolidated loading and unloading facility, curbside transportation improvements, a covered baggage drop off, apron addition, four new gates, parking lot improvements, terminal building improvements and renovation, as well as transportation improvements that include a new traffic signal and alternate entrances to the parking lots.
- CPH is providing engineering, surveying, architectural, and MEP services for this project.

City of Winter Springs New Public Works Facility

- CPH was commissioned to design a 4,700 sq. ft. office building for the City of Winter Springs. The office building was the final unit to be constructed within the existing utility public works compound. This building is located on an existing public works facility.
- The design included: administration building, lobby / reception area, six (6) private offices
- one (1) conference room, general open office for cubical office arrangements, IT room, mechanical equipment room for HVAC, Misc. storage rooms, and a break room.

Southern Area Aquatics and Recreation Complex (SAARC)

- The Southern Area Aquatic and Recreation Complex (SAARC) is the first Multi-Generational Community Recreational Center in Prince George's County, and will include a natatorium, a gymnasium, a fitness room and flexible programmable space. Mr. McGlumphy served as the Lead Mechanical Designer, responsible for integrating the LEED Silver design into a coordinated 3D environment.

cph

MAXWELL D. SPANN, PLA, CLARB

Landscape Architect

19 Years of Experience
4 Years with CPH

EDUCATION

Bachelor of Landscape Architecture,
Kansas State University

LICENSES / CERTIFICATIONS

Professional Landscape Architect – FL (No. 6666780)
CLARB Certified - FL - No. 31691
American Planning Association, American Public Gardens Association
Florida Chapter ASLA – Orlando Section Chair

KEY QUALIFICATIONS

- Hospitality
- Mixed Use Retail
- Multi-Use Trail Projects
- Parks and Open Space
- Community Redevelopment
- Municipal Planning
- Streetscape and Corridor
- Municipal & Institutional

OVERVIEW

Mr. Spann serves CPH as Director of Landscape Architecture. He is responsible for planning, design, and construction inspection of landscape design for CPH projects. Mr. Spann has over 19 years of experience in Landscape Architecture, including master planned and mixed-use developments, municipal ordinance review and development, community amenity design including public and private design charette facilitation and grant discovery and document development. He has extensive project management, design and construction administration experience for active and passive parks as well as multi-use trail projects. He also has experience with streetscapes, aquatic facilities and other public works projects.

RELEVANT EXPERIENCE

West Leesburg Neighborhood Resource Center

- CPH was commissioned to design a new 9,000 s.f., Neighborhood Resource Center for the City of Leesburg.
- CPH is responsible for full design services including survey, civil, landscape, architectural and MEP.
- The Center will include meeting room spaces for large and small groups, a computer lab, office space for local community service providers, conference rooms for miscellaneous social groups, and a Kitchen / Café facility.

Sanford Civic Center

- Provided conceptual plans for a new "Civic Center".
- 18,000 square foot facility to replace the existing civic center
- The new facility will expand present inventory of meeting rooms and flexible banquet areas for public use in the range of 500-700 people.
- Specific meeting rooms and offices will be provided for senior citizens.
- Prefunction social gathering areas will be complimented by massive exterior covered patio's and spacious interior circulation spaces.

Monroe County Fire Station – Cudjoe Key

- CPH is providing pre-design phase/programming, Schematic Design, Design Development, Construction documents, Bidding and Permitting assistance, and Construction Administration for a new 7,500 SF Fire Station on Cudjoe Key.
- Additional services provided will be site plan review, civil engineering, landscape architecture, and FDOT Review and Florida Green Build criteria. The building will be designed to meet or exceed Florida Green Building Coalition (FGBC) standards.

DeBary Central Fire Station

- Responsible for the architecture, structural, landscape, survey, M/E/P, and civil site design.
- 8,000 +/- square foot masonry, stucco and brick accented building with an apparatus bay built for 3 fire vehicles and dormitories for a shift of 6 fire fighters.
- The personnel will enjoy a spacious living and dining quarters and the building will serve as a visible landmark for this growing community.

Orlando Sanford International Airport Terminal Expansion

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- The improvements also include new consolidated loading and unloading facility, curbside transportation improvements, a covered baggage drop off, apron addition, four new gates, parking lot improvements, terminal building improvements and renovation, as well as transportation improvements that include a new traffic signal and alternate entrances to the parking lots.
- CPH is providing engineering, surveying, architectural, and MEP services for this project.

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THOMAS J. GALLOWAY, PSM

Survey

29 Years of Experience
18 Years with CPH

EDUCATION

B.S. in Surveying and Mapping, University of Florida

LICENSES / CERTIFICATIONS

Professional Surveyor & Mapper - FL (No. LS6549)
NCEES Council #1291)

KEY QUALIFICATIONS

- Surveying and Management
- Highway Projects
- Land Development
- Commercial and Private Projects
- Municipal Projects

OVERVIEW

Mr. Galloway has more than 29 years of experience in the surveying and mapping profession, and has a Bachelor of Science of Surveying and Mapping from the University of Florida. His experience ranges from working in the field and office on small to large development projects, to serving as Party Chief/Survey CADD Technician, Project Manager and Survey Manager. Mr. Galloway has served as Principal and Director of the Surveying Division of the firm since its establishment in 2001. He has overseen the department's growth from two survey crews to managing the current seven survey crews. Additionally he has been personally involved in over 2,500 surveys while at CPH.

RELEVANT EXPERIENCE

DeBary Public Safety Complex

- Architectural design and construction documents for a 5,600 square foot Public Safety Complex including offices and operational facilities for local law enforcement.
- The style of the building uses colonial detailing with a "temple front" façade, divided light windows, pitched roof, stone wainscot and white trims.

DeBary Central Fire Station

- Responsible for the architecture, structural, landscape, survey, M/E/P, and civil site design.
- 8,000 +/- square foot masonry, stucco and brick accented building with an apparatus bay built for 3 fire vehicles and dormitories for a shift of 6 fire fighters.

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- CPH is providing engineering, surveying, architectural, and MEP services for this project.

Palm Coast WTP No. 3

- Plant was designed to facilitate expansion from 3 MGD to 9 MG
- Chemical storage building (4,500 sq. ft.)
- Operation building designed included the laboratory, training rooms, administration offices & locker rooms (6,500 sq. ft.)
- The building was designed to accommodate both the water treatment staff as well as future wastewater personnel

Immokalee Farmer's Market – Florida Agricultural Department

- Provided architectural and construction inspection services for the storm damage repair
- Evaluation of existing facilities
- Designed three new facilities totaling over 81,000 sq. ft.

Wauchula Farmer's Market– Florida Agricultural Department

- Provided architectural, survey, civil and construction inspection services
- The scope of work included providing assessments, upgrades, repairs, rehabilitations, and expansion of the facility
- Tasked with providing complete evaluation and renovation of the complex, which included approximately 5 buildings in excess of 100,000 total sq. ft.
- All facilities were kept in operation during the design and construction process

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JAVIER E. OMANA, CNU-A

Visioning/Site Planning

35 Years of Experience
18 Years with CPH

EDUCATION

M.A. in Urban and Regional Planning, Concentration: Land Planning & Urban Design, University of Florida
B.S. in Business Administration, Concentration: Economics, University of Florida

LICENSES / CERTIFICATIONS

CNU-a Accredited Member

KEY QUALIFICATIONS

- Property Entitlements Acquisition
- Land Use Feasibility Reports
- Land Planning/Master Planning
- Site Planning
- Project Management
- Developments of Regional Impact
- Comprehensive Planning
- Land Use Amendments/Rezonings
- Expert Testimony

OVERVIEW

Mr. Omana serves CPH as Vice President of Land Planning Services and Senior Planner. His professional experience encompasses a wide range of land development planning activities that include: land use feasibility studies, master planning, site planning, Developments of Regional Impact (DRI), rezonings, entitlement acquisitions, permitting, and governmental approvals. Mr. Omana has master planned/designed, and obtained development approvals for a host of projects ranging from small sites to large scale DRI's.

RELEVANT EXPERIENCE

Reedy Creek Energy Services South Service Area Master Plan

- Reedy Creek Energy Services (RCES) retained the firm of CPH to conduct the subject Master Planning Study and provide three Master Plan Alternatives for the South Service Area (SSA).
- The SSA campus consists of 80 acres± located at the intersection of Western Way and Bear Island Road.

Public Works and Waste Management 58th Street Master Plan

- Miami-Dade County requested to have a master plan conceptual design for a 42+ acres portion of the existing Public Works and Waste Management site located on 8795 NW 58th Street in Miami-Dade County, Florida.
- Took the lead role as the project planner for the County, handling the master planning and coordination of regulatory agency meetings to assure the timely completion of the project in a cost effective manner.
- Provided space programming, concept design, and master planning of public works/waste services complex.
- The project included reconfiguration of site, moving existing buildings, and has components such as administration offices, fuel and hazard waste storage, materials storage, vehicle storage, and vehicle maintenance facilities.

Florida Public Works Complex - Space Planning Needs Analysis

- CPH is responsible for the development of a ten acre site that will include a two story office building.
- CPH provided Architecture, M/E/P, Survey, Landscape Architecture, Civil Design, Structural, and Planning services. The building consists of two floors that will be 21,000 SF, a 15,000 SF climate controlled warehouse and a 12,000 SF open sided storage building with an overhead crane system.
- The site work also includes a propane self service station, service bays for heavy vehicles, loading docks, parking lot areas and water retention areas.

Georgia Avenue District Redevelopment Vision/Master Plan

- CPH was retained by the City of DeLand to prepare a Vision Plan for the Georgia Avenue District area highlighting the potential redevelopment of the area.
- The purpose of the Georgia Avenue District Vision Plan is to identify key urban design and place-making elements that will set forth the blueprint for redevelopment in the area celebrating the entrepreneurial, historic, cultural, and urban design assets.

Casselberry Vision Master Plan

- The study included inventory of uses and operations, vehicular and fleet assessment, personnel and space needs.
- CPH conducted several design charrettes to determine special design elements and features for the "day to day" operations of the Department.

58th Street Master Plan

- Miami Dade County requested to have a master plan conceptual design for a 42+ acres portion of the existing Public Works and Waste Management site located on 8795 NW 58th Street in Miami-Dade County, Florida.
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AMY E. DALY, LEED AP

Environmental

27 Years of Experience
16 Years with CPH

EDUCATION

M.B.A., FMU, Summa Cum Laude
B.S. in Biological Sciences, Florida State University

LICENSES / CERTIFICATIONS

ACOE Wetland Delineator
FDEP Certified Stormwater Inspector, Prescribed Burner
Authorized Gopher Tortoise Agent (GTA -09-00145)
LEED Accredited Professional

KEY QUALIFICATIONS

- Property Entitlements Acquisition
- Land Use Feasibility Reports
- Land Planning/Master Planning
- Site Planning
- Project Management
- Developments of Regional Impact
- Comprehensive Planning
- Land Use Amendments/Rezonings
- Expert Testimony

OVERVIEW

Mrs. Daly serves CPH as principal environmental scientist. She has 27 years of environmental consulting experience with project management, environmental resource assessments, wetland delineation, permitting, mitigation design and implementation, land management, habitat mapping, jurisdictional determinations, wetland functional analyses, protected wildlife surveys and management programs, field survey design and habitat restoration, tortoise surveys, permitting and relocation including commensal species. Mrs. Daly has served as an expert witness on various environmental matters for condemnation proceedings.

RELEVANT EXPERIENCE

Reedy Creek Energy Services South Service Area Master Plan

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Casselberry Vision Master Plan

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- CPH conducted several design charrettes to determine special design elements and features for the “day to day” operations of the Department.

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- Provided space programming, concept design, and master planning of public works/waste services complex.

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TAB 4. ADDITIONAL INFORMATION

AWARDS AND RECOGNITION

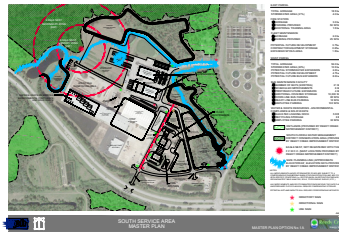
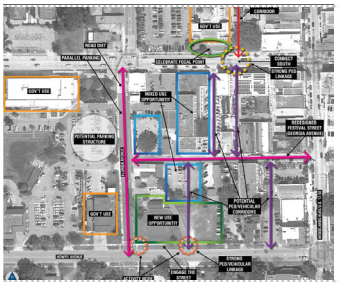
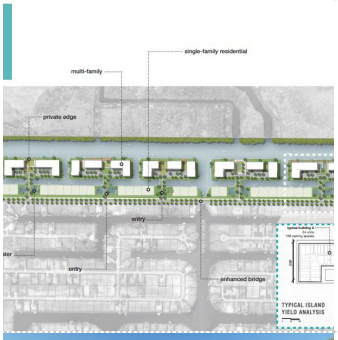
The Florida Planning And Zoning Association (FPZA) Has Selected The Following CPH Projects For State-Wide Recognition:

- **THE ALEXANDER AT SABAL POINT**
  2018 Outstanding Redevelopment/ Project Award

- **CAPE CORAL NORTHWEST CAPE AND SEVEN ISLAND VISION PLAN**
  2018 Outstanding Plan/Study: Honorable Mention

The American Society Of Landscape Architects (ASLA) Selected The Following Project For Recognition:

- **CAPE CORAL NORTHWEST CAPE AND SEVEN ISLAND VISION PLAN**
  2017 Award of Excellence

	PROJECT	CLIENT CONTACT	DESCRIPTION	SERVICES PERFORMED
	Reedy Creek Facilities South Services Area Master Plan	Reedy Creek Jason D. Herrick, P.E. Phone: 407.824.7447	Master Planning Study and provide three (3) Master Plan Alternatives for the South Service Area (SSA). The SSA campus consists of 80 acres±	Interviews Site Analysis Workshops and Meetings Visioning / Space Planning Concept Planning
	Georgia Avenue District Redevelopment Vision/ Master Plan	City of DeLand Mr. Keith Riger, P.E., Public Services Director Phone: 386.626.7196	Vision Plan for the Georgia Avenue District area highlighting the potential redevelopment of the area. The Plan identifies a potential development scenario within context-compatibility driven sensitivity.	Interviews Site Analysis Workshops and Meetings Visioning / Space Planning Concept Planning
	Arecibo Jobs Corps Center Master Plan Garrochales Ward	US Dept. of Labor, Washington D.C. (Client) Project Contact: Mr. Kent Boulicault, P.E. Phone: 407.679.3001	Master Planning Study for the redevelopment of an existing 50-acre vocational school, dormitories, and administrative services buildings. The study includes evaluation of current structures, uses, adjacencies, back of house activities, new structures and projections for demand-driven facility expansion.	Interviews Site Analysis Workshops and Meetings Visioning / Space Planning Concept Planning
	Cape Coral Northwest Cape and 7 Islands Vision Plan	City of Cape Coral Vince Cautero, AICP Phone: 239.574.0600	The Study Area consisted of 20 square miles with over 20 miles of frontage along the Matlacha Pass and its marine habitat CPH prepared plans to establish a “village character” for the area highlighting connectivity, compatibility and context-based design alternatives.	Interviews Site Analysis Workshops and Meetings Visioning / Space Planning Concept Planning
	Monroe County Fire Station	Monroe County Mr. Cary Knight, Interim Director of Project Management Phone: 305.292.4527	A new 7,500 SF Fire Station on Cudjoe Key. he building will be designed to meet or exceed Florida Green Building Coalition (FGBC) standards.	Interviews Site Analysis Workshops and Meetings Visioning / Space Planning Concept Planning Design/Permitting
	City Of Winter Springs New Public Works Facility	City of Winter Springs Mr. Guy A. Meyers, Project Manager Phone: 407.327.1800	4,700 sq. ft. office building for the City of Winter Springs. Project included Administration, Lobby / Reception, Private Offices, Conference Room Open Office Area, IT Room, Mechanical Room, Miscellaneous Storage Rooms, and Break Room.	Interviews Site Analysis Workshops and Meetings Visioning / Space Planning Concept Planning Design/Permitting

CPH, Inc.
500 West Fulton Street
Sanford, FL 32771

To Whom It May Concern:

It is my pleasure to provide CPH, Inc. (CPH) with this letter of recommendation. The staff is professional inventive, dependable, and responsive. They have architecture, site/civil design, landscape architecture utility design, structural design, mechanical/electrical/plumbing, survey and construction administratior services.

CPH was commissioned to design a new 9,000 SF, Neighborhood Resource Center for the City of Leesburg. CPH is responsible for full design services including survey, civil, landscape, architectural and MEP. The Center will include meeting room spaces for large and small groups, a computer lab, office space for local community service providers, conference rooms for miscellaneous social groups, and a Kitchen / Café facility.

CPH played a large part in obtaining the community's favor for this project. It took multiple organized public involvement meetings, in which two key architectural components were identified, too get this project off the ground. Through CPH's efforts, and in order to meet the community's needs, the decision was made to incorporate a community kitchen and café within the building and to design the meeting spaces with the intent of being multifunctional.

This facility was designed to be utilized as an educational facility, as well, where the City could offer classes on important life skills like cooking. In order to ensure the community center met these needs CPH developed a space program for the facility. They were able to design a café with both indoor and outdoor seating elements while incorporating key infrastructure elements for the commercial kitchen until the equipment could be purchased at a later date. The flexible meeting space was accomplished by designing large meeting rooms with folding partitions to support smaller or larger groups. The end result was a flexible, cost effective, user-friendly neighborhood resource center with the potential for future development when the City needs it.

City officials and staff members have been pleased with the quality and responsiveness from the CPH team. They truly have gone above and beyond for any need that arose during our time working together. We highly recommend CPH for any architectural and engineering services you might require. If you have any questions, please do not hesitate to contact me.

Sincerely,

Mr. Ken Thomas, Director
City of Leesburg Resource Center
1041 CR 468
Leesburg, Florida 34748

www.sanfordfl.gov

MAILING ADDRESS
CITY OF SANFORD
POST OFFICE BOX 1788
SANFORD, FL 32772-1788

PHYSICAL ADDRESS
CITY HALL
300 NORTH PARK AVENUE
SANFORD, FL 32771-1244

TELEPHONE
407.688.5001

FACSIMILE
407.688.5002

CITY COMMISSION

JEFF TRIPLETT
MAYOR

ART WOODRUFF
DISTRICT 1

VELMA H. WILLIAMS
DISTRICT 2

PATRICK AUSTIN
DISTRICT 3

PATTY MAHANY
DISTRICT 4

NORTON N. BONAPARTE, JR.
CITY MANAGER

OFFICE OF THE MAYOR AND CITY COMMISSION

May 17, 2017

RE: CPH, Inc. Reference

To Whom It May Concern:

It is my pleasure to provide CPH, Inc. (CPH) with this letter of recommendation. CPH has worked with the City of Sanford since 1958 and has retained the distinction of being the City's continuing contract engineer for countless projects. The staff is innovative, professional, reliable, resourceful, and responsive. CPH has worked alongside the City in anticipating future growth and helping plan the City's expansion including the beautification of the entrances and the City's buildings. CPH has provided us with extensive consulting and engineering services for projects that include landscape architecture, roadway, streetscape design, drainage, recreational facility projects and many other projects involving our municipal buildings and facilities.

CPH designed the City's entrance, Sanford First Street Streetscape project. This project included architecture for the gateway, landscape architecture, streetscape design and civil engineering. The project included providing 3-Dimensional surveys and models/animations of the proposed improvements for use during the design and public involvement process.

CPH was responsible for the expansion of the Westside Community and Recreation Center with the addition of a 10,400 sq. ft. gymnasium, game room addition and storage mezzanine. CPH remodeled the existing gym into a multi-purpose room, workout area and conference room. CPH's architects and civil engineers also worked closely to address stormwater removal with underground drains and a large retention area.

In 2016, CPH was commissioned by Sanford's Community Development Agency to provide conceptual plans for a new "Civic Center". The new facility will expand present inventory of meeting rooms and flexible banquet areas for public use in the range of 500-700 people. Prefunction social gathering areas will be complimented by massive exterior covered patio's and spacious interior circulation spaces.

City officials and staff members have been pleased with the cost, quality, timeliness and responsiveness from the principals and staff members of CPH. The City of Sanford has a strong commitment to CPH and will continue to rely on the firm as the City continues to grow. We highly recommend CPH for any services you might require.

Should you have any specific questions about the information above please do not hesitate to contact me.

Sincerely,

Jeff Triplett
Mayor

The Friendly City

CITY OF FERNANDINA BEACH,
FLORIDA
RFQ 2020-01

EXHIBIT "A"

CONTACT SHEET

Name: CPH, Inc.

Federal Taxpayer ID: 59-2068806

Mailing Address: 5200 Belfort Road, Suite

220 City, State, & Zip Code: Jacksonville,

FL 32256 Telephone: 904.332.0999

Fax: 904.332.0997

Email: info@cphcorp.com

Submitted By: John A. Baer, AIA, NCARB, LEED AP BD+C, GGP

Title: Vice President / Associate

FIRM Accepts Credit Cards*: Yes (No)

Accounting Contact:

Name: Nancy E. Stubbs Title: Controller

Email Address: info@cphcorp.com Phone: 407.322.6841

***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
RFQ 2020-01

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 the City of Fernandina Beach.

2. This sworn statement is submitted by (entity) CPH, Inc. whose business address is 5200 Belfort Road, Suite 220 Jacksonville, FL 32256 and (if applicable) Federal Employer Identification Number (FEIN) is 59-2068806 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is John A. Baer, AIA, NCARB, LEED AP BD+C, GGP and my relationship to the entity named above is Vice President/Associate .

3. 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.

4. 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.

5. 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, must 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 must be considered an affiliate.

6. 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.

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

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

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

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

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

Signature Date:3/10/20

CITY OF FERNANDINA BEACH,
FLORIDA
RFQ 2020-01

STATE OF FLORIDA
COUNTY OF Seminole

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 10th day of March, 2020, and is personally known to me, or has provided _____ as identification.

Pamela A Smith
Notary Public
My Commission expires: _____

PAMELA A SMITH
Commission # GG 284560
Expires January 2, 2023
Bonded Thru Budget Notary Services

THIS FORM MUST BE INCLUDED WITH BID/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 must:

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

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

COMPANY: CPH, Inc.

CITY: Jacksonville STATE: FL ZIP CODE: 32256

SIGNATURE: PHONE: 904.322.0999

NAME (TYPED OR PRINTED): John A. Baer, AIA, NCARB, LEED AP BD+C, GGP

TITLE: Vice President/Associate

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH,
FLORIDA
RFQ 2020-01

EXHIBIT "D"
E-VERIFY STATEMENT

Bid/Proposal Number: RFQ # 2020-01

Project Description: City Hall Assessment and Design

I/FIRM acknowledges and agrees to the following:

I/FIRM will 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: CPH, Inc.

Authorized Signature:

Title: Vice President / Associate

Date: 3/10/20

THIS FORM MUST BE INCLUDED WITH BID/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: John A Baer, AIA, NCARB, LEED AP BD+C, GGP
Title: Vice President / Associate

Signature: _____ Date: 3/10/20

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

EXHIBIT "F"

CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with Bid, Proposal or Contract for the City of Fernandina Beach.

This sworn statement is submitted by (entity) CPH, Inc. whose business address is 5200 Belfort Road, Suite 220, Jacksonville, FL 32256 and (if applicable) Federal Employer Identification Number (FEIN) is 59-2068806 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is John A. Baer, AIA, NCARB, LEED AP BD+C, GGP and my relationship to the entity named above is Vice President / Associate.

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 not its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.
6. Neither the entity nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
7. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City of Fernandina Beach.

8. I certify that no member of the entity's ownership or management, or staff has a vested interest in any aspect of the City of Fernandina Beach.

9. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify the City of Fernandina Beach.

Signature Date: 3/10/20

STATE OF FLORIDA
COUNTY OF Seminole

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 10th day of March, 2020, and is personally known to me, or has provided _____ as identification.

Notary Signature

My Commission expires:

PAMELA A SMITH
Commission # GG 284560
Expires January 2, 2023
Bonded Thru Budget Notary Services

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH,
FLORIDA
RFQ 2020-01

EXHIBIT "G"

NON-COLLUSION AFFIDAVIT

This sworn statement is submitted with Bid, Proposal or Contract for the City of Fernandina Beach.

This sworn statement is submitted by (entity) CPH, Inc. whose business address is 5200 Belfort Road, Suite 220, Jacksonville, FL 32256 and (if applicable) Federal Employer Identification Number (FEIN) is 59-2068806 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is John A. Baer, AIA, NCARB, LEED AP BD+C, GGP and my relationship to the entity named above is Vice President / Associate.

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 Proposer, 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 Proposer, firm, or person to fix the price or prices in the attached proposal or any other Proposer, or to fix any overhead, profit or cost element of the proposal price or the proposal price of any other Proposer, 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 Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

_____

Signature Date: 3/10/20

CITY OF FERNANDINA BEACH,
FLORIDA
RFQ 2020-01

STATE OF FLORIDA _____ COUNTY OF Seminole

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 10th day of March, 2020, and is personally known to me, or has provided _____ as identification.

Pamela A Smith _____ My Commission expires: _____
Notary Signature

NOTARY PUBLIC STATE OF FLORIDA
PAMELA A SMITH
Commission # GG 284560
Expires January 2, 2023
Bonded Thru Budget Notary Services

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL BID/PROPOSAL

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 X, Please see attached 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 must be cause for forfeiture of rights for further consideration of this proposal for the City of Fernandina Beach.

CPH, Inc. 3/10/20
Firm Date

John A. Baer, AIA, NCARB, LEED AP BD+C, GGP, Vice President/ Associate
Authorized Signature Printed or Typed Name and Title

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL BID/PROPOSAL

The following case is still in process:

City of Fernandina Beach vs. CPH Engineers, Inc. et al Case No. 2014-CA-343 Division: CA; Policy No. RDP0018939

Origination Date – December 2014

The City of Fernandina Beach filed suit in relation to a subdivision which had two streets having groundwater flowing over the curb and draining into the street for a distance of about fifty yards on each street. The subdivision was designed by another engineer and CPH assisted the developer during construction. The project was built eight years ago and only recently has the problem occurred. CPH is investigating the matter and it appears a new pond was built in the area and the outfall of the storm system is not functioning correctly. We are working with the City to resolve the issue; however, CPH was not the original Design Engineer nor did this issue occur until many years after project completion; therefore, CPH does not feel that we are liable on either of these counts and the City has agreed and a release is being prepared.

CITY OF FERNANDINA BEACH, FLORIDA
RFQ 2020-01

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 1
For
RFQ 2020-01 CITY HALL ASSESSMENT AND DESIGN

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 **RFQ 2020-01**. 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 the 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 A. Baer, AIA, NCARB, LEED AP BD + C, GGP **TITLE:** Vice President / Associate

ADDRESS: 5200 Belfort Road, Suite 220

CITY: Jacksonville **STATE:** Florida

AUTHORIZED SIGNATURE: _____ **DATE:** 3/10/20

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 2
RFQ 2020-01 CITY HALL ASSESSMENT AND DESIGN

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

ADDENDUM No. 2

The following changes are applicable to the original **RFQ** documents and specifications of **RFQ 2020-01**. This Addendum No.2 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.

Respondents shall thoroughly familiarize themselves with the contents of this Addendum before submitting qualifications.

NAME: John A. Baer, AIA, NCARB, LEED AP BD + C, GGP **TITLE:** Vice President/Associate

ADDRESS: 5200 Belfort Road, Suite 220

CITY: Jacksonville **STATE:** FL

AUTHORIZED SIGNATURE: _____ **DATE:** 3/10/20

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 3
RFQ 2020-01 CITY HALL ASSESSMENT AND DESIGN

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

ADDENDUM No. 3

The following changes are applicable to the original **RFQ** documents and specifications of **RFQ 2020-01**. This Addendum No.3 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.

Respondents shall thoroughly familiarize themselves with the contents of this Addendum before submitting qualifications.

NAME: John A. Baer, AIA, NCARB, LEED AP BD + C, GGC **TITLE:** Vice President/Associate

ADDRESS: 5200 Belfort Road, Suite 220

CITY: Jacksonville **STATE:** FL

AUTHORIZED SIGNATURE: _____ **DATE:** 3/10/2020

City of Fernandina Beach
Attn: City Clerk's Office – RFQ# 2020-01
204 Ash Street
Fernandina Beach, FL 32034

Response to Request for Qualifications
by Lane Architecture, P.A.

12 March 2020

12 March 2020

Caroline Best, CMC, City Clerk
City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034

re: RFQ#2020-01

Madam Clerk;

Please accept this letter as a response to the Request For Qualifications regarding the Assessment and Design of Municipal Government Administrative Operations Facility, RFQ no. 2020-01.

Lane Architecture, P.A. (LA) is pleased to present our technical capabilities and previous experience regarding this project. The current City Hall is an outstanding, historic building and being part of your team for this project would be a great honor and privilege.

Our team at LA understands the intent of the design process is to:

1. Analyze current offices, common space, and related storage spaces being utilized by the City administration. Based on current uses, LA will provide an assessment of the amount of space needed for future government operations.

2. Provide a site assessment of the current City Hall and the possible use of adjacent City-owned properties for a new facility to be used in conjunction with or in place of the current facility.

3. Design the renovation of the current City Hall and if deemed appropriate and necessary, a new facility to be located on the adjacent properties (to be used in conjunction with or in place of the current facility). The sites have challenging characteristics, both sites being located within a Special Flood Hazard Area and within the City's Historic District.

Below is our introduction, summary of previous work and professional backgrounds of our team:

Introduction of Lane Architecture, P.A.:

Lane Architecture is a full service architectural firm which was established in 2001. We provide architectural and interior design services in-house and engineering services through local firms with which we have collaborated for more than fifteen years. Our projects range widely in types, including office, medical, hospitality, automotive and custom residential. Additionally, some projects have been located in flood zones and historic districts. In fact, we renovated our own office which is in the Riverside Avondale Historic District and it was awarded a historic preservation award from the Jacksonville Historic Preservation Commission. The Jacksonville AIA also awarded us their Mellen C. Greely Award for superior quality workmanship. The final tribute was that we received an Historic Tax Credit from the National Parks Service. Images are attached.

A summary of other relevant projects follows:

Florida Yacht Club	Fitness center design, fleet center design, three clubhouse renovations
Delgado Building	Mixed-use, retail and restaurant on first floor, apartments on second floor. Awarded Historic Tax Credit by the National Park Service.
South Kitchen	New restaurant in Riverside Avondale Historic District of Jacksonville. Images are attached.
FBO Building Program	Programming for the Department of State, including programming for Ambassador, Deputy Chief of Mission, Consul General and Consul (work performed when working for previous firm).
Space planning and programming	Planning and programming for four major office towers in Jacksonville as well as offices in Nocatee. We have provided space planning for over fifty professional offices.

In addition, Michael Blake is an associate at LA who had significant experience while working in the firm of Kenneth Smith Architects as project architect:

Amelia Island Museum of History	Additions & renovations, 2006
Amelia Island Lighthouse Restorations	Lighthouse & Oil Storage Building Restorations, 2008
Atlantic Center Projects	Aquatic Center, Teen Building & Toilet Room Addition, & Nature Pavilion, 2008
FEC Dormitories	Convert three Florida East Coast Railroad Buildings for use as dormitories, 2007, 2010
Flagler College, Auditorium	Renovations, interior renovations, seat replacements, stage & toilet room renovations, 2012
Flagler College, Kenan Hall	Exterior restorations, historic hotel exterior restorations, 2017
Memorial Presbyterian Church	Exterior & structural restorations, waterproofing, structural repairs, and restorations, 2018
Flagler College, Ponce Hall	Exterior restorations, historic hotel exterior restorations, flood proofing – basement waterproofing, addition of water pumps, and preparation plans, 2015 and 2018

Primary Staff Resumes.

Jeff M. Lane, AIA	Founder of Lane Architecture and project manager. Registered architect since 1981. Over his career, he has received design awards from the Jacksonville

Chapter of the AIA, section Honor Award and South Atlantic Regional Honor Award from the AIA.

Michael Blake — Since 2003, Michael has served as project architect on the projects noted above as well as the $12M Bozard Lincoln facility in St. Augustine, Florida. He has also worked on construction crews for high end residential projects in Louisiana.

Sumner Coddington — Sumner has been providing space planning, programming and interior design services since joining LA in 2013. Prior to this time, she was a lighting representative and systems furniture representative.

Client Contacts:

Mike Shad
The Shad Company
1022 Park Street, Suite 207
Jacksonville, Florida 32205
358 0605
mike@shadcompany.com

Bo Bozard
Controller/Corporate Secretary & Treasurer
Bozard Ford, Lincoln
540 Prime Outlets Boulevard
St. Augustine, Florida 32084
(904) 824-1641
bo@bozard.com

Karl Hanson
Silverfield Group
10175 Fortune Parkway, Suite 1005
Jacksonville, Florida 32256
office
302 4910 cell
karl@silverfieldgroup.com

In summary, we have direct experience with designing in flood zones and historic district. We are familiar with the Secretary of Interior's Design Standards, including the Standards for Rehabilitation and the Standards for Reconstruction. We also have great respect for the character and quality of the existing City Hall Building. We would very much like to be a part of your team.

We have attached City Exhibits A-H and acknowledge receipt of Addendums 1, 2 and 3.

Please let me know if further information is needed.

Thank you again for this opportunity,

Jeff M. Lane, AIA
president

encl.: Attachment 1, 904 Margaret Street Renovation
Attachment 2, South Kitchen
Contact Sheet, Exhibit A
Public Entity Crimes, Exhibit B
Drug-Free Workplace Certification, Exhibit C
E-Verify Statement, Exhibit D
Proposer Acknowledgements and Agreements, Exhibit E
Conflict of Interest, Exhibit F
Non-Collusion Affidavit, Exhibit G
Dispute Disclosure, Exhibit H
Addenda 1, 2 & 3

ATTACHMENT 1

904 Margaret Street, prior to renovation

904 Margaret Street, after renovation
Received multiple awards as well as an Historic Tax Credit

ATTACHMENT 2

South Kitchen – an example of a new building in an historic district (Riverside Avondale, Jacksonville, Florida). It received an award from the Jacksonville Historic Preservation Commission.

CITY OF FERNANDINA BEACH, FLORIDA
RFQ 2020-01
CITY HALL ASSESSMENT AND DESIGN

EXHIBIT "A"
CONTACT SHEET

Name: _Lane Architecture, P.A._____

Federal Taxpayer ID: 59-3698497_____

Mailing Address: 904 Margaret Street, Suite 201_____

City, State, & Zip Code: Jacksonville, Florida 32204_____

Telephone: 904.355.9020_____ Fax: 904 355.9008 _____

Email: jlane@lanearch.com_____

Submitted By: Jeff M. Lane, AIA _____

Title: President _____

FIRM Accepts Credit Cards*: No

Accounting Contact:

Name: Jeff M. Lane, AIA_____Title:President _____

Email Address: jlane@lanearch.com_____ Phone: 904.355.9020_____

*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
RFQ 2020-01
CITY HALL ASSESSMENT AND DESIGN

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 ASSESSMENT AND DESIGN OF MUNICIPAL GOVERNMENT ADMINISTRATIVE OPERATIONS FACILITIES. This sworn statement is submitted by (entity) Lane Architecture, P.A. whose business address is 904 Margaret Street, Suite 201, Jacksonville, Florida 32204 and (if applicable) Federal Employer Identification Number (FEIN) is Not Applicable_____(If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

3. My name is Jeff M. Lane_____and my relationship to the entity named above is _____President__.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(a) (g). Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a) (b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:

    1. A predecessor or successor of a person convicted of a public entity crime; or

    2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate"

includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The City of Fernandina Beach, Florida ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, must 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 must 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)

__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.

__X__ 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 NOT been charged with and convicted of a public entity crime subsequent to July 1, 1989. (Please attach a copy of the final order.)

__X__ The person or affiliate was NOT placed on the convicted FIRM list. There has NOT been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. NO FINAL order HAS BEEN REQUIRED by the hearing officer TO 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.)

__X__ 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.)

J Lane 3·12·20

Signature Date:

CITY OF FERNANDINA BEACH, FLORIDA
RFQ 2020-01
CITY HALL ASSESSMENT AND DESIGN

STATE OF FLORIDA
COUNTY OF Duval

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 12 day of March 2020, and is personally known to me, or has provided DMV - FL as identification.

Notary Public State of Florida
Jane Patricia McDonald
My Commission GG 310013
Expires 03/10/2023

Jane B. McDonald
Notary Public
My Commission expires: 3/10/2023

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
RFQ 2020-01
CITY HALL ASSESSMENT AND DESIGN

EXHIBIT "C"
DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

COMPANY: Lane Architecture, P.A.

CITY: Jacksonville STATE: Florida ZIP CODE: 32204

SIGNATURE: _____ PHONE: 904.355.9020

NAME (TYPED OR PRINTED): Jeff M. Lane, AIA TITLE: President

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
RFQ 2020-01
CITY HALL ASSESSMENT AND DESIGN

EXHIBIT "D"
E-VERIFY STATEMENT

Bid/Proposal Number: _____

Project Description: ASSESSMENT AND DESIGN OF MUNICIPAL GOVERNMENT ADMINISTRATIVE OPERATIONS FACILITIES.

I/FIRM acknowledges and agrees to the following:
I/FIRM will 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: Lane Architecture, P.A. _____

Authorized Signature: _____

Title: President_____

Date: 12 March 2020

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
RFQ 2020-01
CITY HALL ASSESSMENT AND DESIGN

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: Jeff Lane, AIA Title: President

Signature: J. Lane Date: 3.12.2020

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

EXHIBIT "F"

CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with Bid, Proposal or Contract for ASSESSMENT AND DESIGN OF MUNICIPAL GOVERNMENT ADMINISTRATIVE OPERATIONS FACILITIES.

This sworn statement is submitted by (entity) _Lane Architecture, P.A._____ whose business address is 904 Margaret Street, Suite 201, Jacksonville, Florida 32204 and (if applicable) Federal Employer Identification Number (FEIN) is Not Applicable (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)
My name is_Jeff Lane_____and my relationship to the entity named above is President_.

1. The above named entity is submitting a Proposal for the City of Fernandina Beach.

2. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon his/her own knowledge.

3. The Affiant states that only one submittal for the above proposal is being submitted and that the above named entity has no financial interest in other entities submitting proposals for the same project.

4. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above proposal. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.

5. Neither the entity not 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.

J. Lane 3.12.20
Signature Date:

STATE OF FLORIDA
COUNTY OF Duval

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 12 day of March, 20__, and is personally known to me, or has provided DMV-FL as identification.

Jane McDonald My Commission expires: 3/10/2023
Notary Signature

Notary Public State of Florida
Jane Patricia McDonald
My Commission GG 310013
Expires 03/10/2023

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
RFQ 2020-01
CITY HALL ASSESSMENT AND DESIGN

EXHIBIT "G"

NON-COLLUSION AFFIDAVIT

This sworn statement is submitted with Bid, Proposal or Contract for ASSESSMENT AND DESIGN OF MUNICIPAL GOVERNMENT ADMINISTRATIVE OPERATIONS FACILITIES. This sworn statement is submitted by (entity) Lane Architecture, P.A. whose business address is 904 Margaret Street, Suite 201, Jacksonville, Fl. 32204 and (if applicable) Federal Employer Identification Number (FEIN) is Not Applicable (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Jeff M. Lane and my relationship to the entity named above is President.

1. The above named is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;

2. Such Proposal is genuine and is not a collusive or sham proposal;

3. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other Proposer, 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 Proposer, firm, or person to fix the price or prices in the attached proposal or any other Proposer, or to fix any overhead, profit or cost element of the proposal price or the proposal price of any other Proposer, 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 Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

JLane 3.12.20

Signature Date:

CITY OF FERNANDINA BEACH, FLORIDA
RFQ 2020-01
CITY HALL ASSESSMENT AND DESIGN

STATE OF FLORIDA _____ COUNTY OF Duval

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 12 day of March, 2020 and is personally known to me, or has provided DMV - FL as identification.

Jane P. McDonald My Commission expires: 3/10/2023
Notary Signature

Notary Public State of Florida
Jane Patricia McDonald
My Commission GG 310013
Expires 03/10/2023

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
RFQ 2020-01
CITY HALL ASSESSMENT AND DESIGN

EXHIBIT "H"
DISPUTES DISCLOSURE FORM

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

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

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

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

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

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

LANE ARCHITECTURE, P.A. — Firm
3.12.20 — Date
J. Lane — Authorized Signature
JEFF M. LANE — Printed or Typed Name and Title

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 1
For
RFQ 2020-01 CITY HALL ASSESSMENT AND DESIGN

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 **RFQ 2020-01**. 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 the qualifications. Failure to do so may disqualify the submittal.

Submitters shall thoroughly familiarize themselves with the contents of this Addendum before submitting qualifications.

NAME: JEFF M. LANE **TITLE:** PRESIDENT

ADDRESS: 904 MARGARET ST., SUITE 201, JACKSONVILLE

CITY: JACKSONVILLE **STATE:** FL, 32204

AUTHORIZED SIGNATURE: J. Lane **DATE:** 3.12.20

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 2
RFQ 2020-01 CITY HALL ASSESSMENT AND DESIGN

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

ADDENDUM No. 2

The following changes are applicable to the original **RFQ** documents and specifications of **RFQ 2020-01**. This Addendum No.2 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.

Respondents shall thoroughly familiarize themselves with the contents of this Addendum before submitting qualifications.

NAME: JEFF M. LANE **TITLE:** PRESIDENT

ADDRESS: 904 MARGARET ST, SUITE 201

CITY: JACKSONVILLE, **STATE:** FL. 32204

AUTHORIZED SIGNATURE: [signature] **DATE:** 3.12.20

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 3
RFQ 2020-01 CITY HALL ASSESSMENT AND DESIGN

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

ADDENDUM No. 3

The following changes are applicable to the original **RFQ** documents and specifications of **RFQ 2020-01**. This Addendum No.3 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.

Respondents shall thoroughly familiarize themselves with the contents of this Addendum before submitting qualifications.

NAME: JEFF M. LANE **TITLE:** PRESIDENT

ADDRESS: 904 MARGARET ST., SUITE 201

CITY: JACKSONVILLE **STATE:** FL, 32204

AUTHORIZED SIGNATURE: JLane **DATE:** 3.12.20

CITY OF FERNANDINA BEACH, FLORIDA

RFQ#2020-01

CITY HALL ASSESSMENT & DESIGN

RESPONSE TO RFQ

March 13, 2020

LS3P ENGAGE **DESIGN** **TRANSFORM**

March 13, 2020

Wanda Weaks, Purchasing Agent
Dale Martin, City Manager
City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034

ARCHITECTURE
INTERIORS
PLANNING

RE: CITY OF FERNANDINA BEACH FL CITY HALL ASSESSMENT & DESIGN (RFQ#2020-01)

Dear Sirs:

CHARLESTON
COLUMBIA
GREENVILLE
MYRTLE BEACH
CHARLOTTE
RALEIGH
WILMINGTON
SAVANNAH

LS3P appreciates the opportunity to share our credentials and express our interest in this significant project. We are currently engaged on a similar project for the City of Augusta, Georgia. We are assessing several buildings and sites, either owned by the City or available to purchase. Like Fernandina Beach, their goal is to consolidate operations, improve public access and create a civic building that anchors and benefits the historic downtown. This project requires three very specific and interrelated skill sets that are a hallmark of LS3P.

Task 1 Space Needs Assessment: Task 1 requires a thorough knowledge of the latest trends in workplace efficiency. LS3P's staff includes experts who will interview staff and leadership to determine what types and quantities of spaces are required. On a recent project with the State of North Carolina, we were able to assess their existing space needs and develop a plan that significantly reduces physical space needs through more efficient workstations, shared workstations and offices, and other innovative workplace strategies.

Task 2 – Building and Site Options: Task 2 is the assessment of various sites and buildings that might either work in conjunction with the existing City Hall or as possible replacements. This requires a combination of experience with specific real estate knowledge, planning and code requirements, and accurate budgeting of the various options. By putting all of the possible options on the table and assigning realistic budgets that consider the advantages of each option, City leadership will be able to make an informed decision on the path forward.

Task 3 – Implementation: Task 3 will be determined by combining the space needs determined in Task 1 with the building and site options in Task 2. This implementation phase may include renovating and adding to the existing City Hall; or may lead to its replacement with a new complex. We have highlighted some examples of City Hall buildings that we have designed recently in similar coastal settings. As a firm with 4 offices on the Southeast Coast, we are adept at designing resilient buildings that respond to flood, hurricane, infrastructure interruptions, cyber-threats, and other issues that can disrupt critical City operations. We are also experts in creating designs that are consistent with the Coastal architecture and compatible with historic contexts.

The three tasks required in this RFP are complex and must be addressed comprehensively and clearly so City leaders and citizens are assured that their expenditures are properly directed to the long-term good of Fernandina Beach.
While our team's portfolio and resumes provide tangible evidence of our relevant experience, we are proudest of our reputation as being thorough, professional, and responsive. We excel in providing creative solutions to the client goals, schedules, and budgets.

Our capabilities are highlighted by our team's:

- Understanding of the City's mission and goals.
- Local knowledge of Fernandina Beach and coastal design issues.
- Expertise in workplace strategies to maximize efficiency.
- Expertise creating timeless civic buildings compatible with your historic context.
- Thorough management of cost and schedule throughout the process.
- Professionals who are innovative, collaborative, and experts in their fields.

LS3P is a regional firm with 8 offices in the Carolinas and Georgia with a staff of over 330 people, including a team of 21 in Savannah, just 2 hours away. The firm has the stability and resources to successfully lead the project to completion.

This letter is to confirm the interest of LS3P and its associated consultants to enter into an agreement with the City of Fernandina Beach for the City Hall Assessment and Design – RFP 2020-01, including Addenda 1 through 3. We have reviewed the requirements of the RFP and believe the attached proposal meets the requirements therein.

Given the brevity of this proposal, we would appreciate the opportunity to meet face to face to better get to know each other. Please feel free to contact me if you have any questions.

Sincerely,

Neil Dawson, AIA
Vice President | Principal | Savannah Office Leader
neildawson@ls3p.com
LS3P ASSOCIATES LTD.
Florida Firm License No. AA0003459

CONTENTS

Part 1. Cover Letter 3
Part 2. Project Experience 5
Part 3. Team Resumes 12
Part 4. Additional Information 26
CITY EXHIBITS A-H

PART 2. PROJECT EXPERIENCE

CITY OF LAUREN'S CITY HALL RENOVATION

LS3P has a substantial portfolio of award-winning designs for historic preservation, including adaptive reuse projects and complex urban renovations with significant technology and sustainability requirements. We are very familiar with the process of designing in sensitive historical contexts, and have excellent relationships with our local Boards of Architectural Review and other preservation organizations.

Working within a historic context presents a unique set of challenges and opportunities. With many of our own offices located in historically significant neighborhoods across the region, we are highly experienced in working with all stakeholders to design historic preservation, historic renovation, and adaptive re-use projects which are sensitive to context while serving as a thriving part of the modern built environment.

We are well-versed in applying the Secretary of Interior's Standards for Restoration and Rehabilitation and the challenges and processes which are particular to historic preservation, including a vast resource of knowledge regarding appropriate preservation methods, the sensitive installation of current systems in historic fabric, and designing for both immediate needs and long-term vision. We work at all scales from small renovations to multi-building campus master plans, and we enjoy the challenges inherent in all aspects of preservation design. We are honored that the majority of our work comes from repeat clients, and are proud to have received over 540 awards for design excellence across diverse practice areas.

TOWN OF KIAWAH ISLAND MUNICIPAL CENTER

KIAWAH ISLAND, SC

In early 2015 the Town of Kiawah Island chose LS3P to design their new Municipal Complex. The Town had outgrown their previous Town Hall and their current Town Hall was on a much too small a site, and was considerably under-parked. The site they selected is located at the end of the Betsy Kerrison Parkway on the left just before crossing the Kiawah River. It is a 27 acre site (former farmland) of which 18 acres is high ground. Only a portion of the site was needed for the building and associated parking. The balance of the site is being considered for alternate outdoor venues such as for performing arts or festivals.

The Municipal Center includes approximately 18,600 SF of conditioned space housing around 30 employees plus a 6-bay garage for the Town's wildlife and utility vehicles. To avoid flood plain concerns the building pad and grade around the building was filled into a level of 1-foot above the design flood elevation. The building design is inspired by the arts and crafts style of architecture using vernacular materials and site elements of a plantation style with colonnades of trees lining vistas.

COMPLETED | 2017

SIZE | 18,600 SF

FEATURES | Office Space; Conference Space; Reception; Kitchen; 6-Bay Garage

CONTACT | Kiawah Island
Name: Stephanie Tillerson, Town Administrator
Phone: 843.768.9166
Address: 4475 Betsy Kerrison Pkwy. Kiawah Island, SC 29455
Email: stillerson@kiawahisland.org

BEFORE

BLUFFTON TOWN HALL RENOVATION

BLUFFTON, SC

LS3P served as the Architect of Record for the renovation and addition of Bluffton, SC Town Hall in association with Pearce Scott Architects of Bluffton as Design Architect. This $4 million project includes a ___ SF addition to an existing ___ SF former school building. The team created an open, inviting workplace that encourages collaboration among staff. The space features secure conference and reception areas for the public, including bill payment areas. The public space was designed with durability, security and maintenance in mind, while reinforcing the Lowcountry style and an open, welcoming environment.

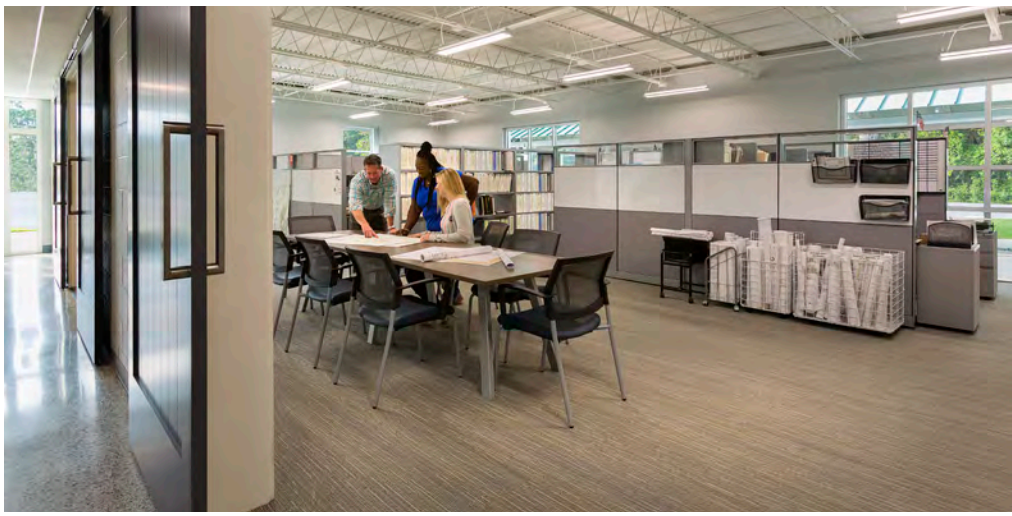
The project also created a new Town Council Chambers addition. This large meeting space captures Bluffton's casual, relaxed feel as well as its business-oriented mandate to attract and grow the local economy. The space seats ___ and includes provisions for broadcast and a variety of multi-media interface types. The project was constructed by JE Dunn using a Construction Manager at Risk format and was delivered on schedule and budget, including a number of owner-requested upgrades, to the client's satisfaction.

COMPLETED | 2019

SIZE | 26,700 SF

DESIGN ARCHITECT | PEARCE SCOTT ARCHITECTS

CONTACT | City of Bluffton
Name: Marc Orlando, ICMA-CM, AICP, Town Manager Town of Bluffton
Phone: 843.706.4505
Address: 20 Bridge Street
Bluffton, SC 29910
Email: morlando@townofbluffton.com



LANCASTER CITY HALL

LANCASTER, SC

Lancaster City Hall is located in the heart of this newly revitalized downtown. The building houses administrative offices, a 75-seat council chamber, and the city's financial and utility billing departments. The City Hall incorporates the shell of an existing 4,000 SF bank branch, circa 1962, which had been used as the city offices for several years. An 8,000 SF additions wraps the building with a classical style structure, complete with cupola and pergola to create a strong civic appeal.

The cupola sits atop an octagonal lobby space which serves as a focal point for the building as well as a pre-function space for the chamber. The classically organized interior is detailed with chair rail and wainscot moldings. Vaulted corridor ceilings relate directly to the arched openings leading to the program spaces. Ceilings of the grand spaces are coffered and accented with crown molding, and the lobby floor is finished in imported Italian marble slabs cut in a radial pattern.

COMPLETED | 1999

SIZE | 12,000 SF

AWARDS | X Administrative Offices; 75-Seat Council Chamber; Financial Department; Utility Billing Department; Existing Bank Branch (4,000 SF); Cupola; Pergola; Lobby

CONTACT | City of Bluffton
Name: Darren Player
Fire Rescue/Emergency Management
Director, Emergency Management
Phone: 803.313.8051
Address: 111 Convanant Pl
Lancaster, SC 29720
Email: dplayer@lancastercountysc.net

PART 3. TEAM RESUMES

NEIL DAWSON AIA

VP | PRINCIPAL IN CHARGE

LS3P

REGISTRATION(S)

Architecture, Georgia, 1999 #RA009731
Architecture, North Carolina, 2015 #13333
Architecture, South Carolina, 1991 #4305
Architecture, Florida, 2000 #AR0017014
Architecture, Tennessee, 2012 #104641
Architecture, Ohio, 2017 #ARC.1716979

EDUCATION

University of Florida Bachelor of Design, 1985

University of Illinois Master of Architecture & Business Administration, 1988

COMMUNITY INVOLVEMENT/ PROFESSIONAL AFFILIATIONS

AIA Savannah Chapter President (2002), AIA Georgia Chapter President (2017),

USGBC LEED Accredited Professional

Principal Neil Dawson, AIA, serves as LS3P's Savannah Office Leader. With over thirty years of experience in planning, design, and historic preservation projects across coastal Georgia and the Southeast, Neil is highly skilled at navigating the requirements of complex building design with significant technology and sustainability requirements.

Neil has built and renovated over 600 structures in Savannah's Historic District. Project by project, from small renovations to large-scale adaptive reuse designs, Neil has not only revitalized Savannah physically through designing, preserving, and improving buildings that form this urban experience, but he has also had a significant impact on the economic vitality of all Savannahians. Neil has preserved and re-imagined historic structures, saving them from neglect or demolition.

Neil has been honored with numerous awards at the city, state, and national levels; his work on the SCAD Museum earned an AIA National Design Award in 2014, and his work has been published in the New York Times.

RELEVANT PROJECTS

Bluffton Town Hall Renovation
Bluffton, SC

City of Richmond Hill City Center
Richmond Hill, GA

City of Savannah Midtown Municipal Center
Savannah, GA

City of Richmond Hill Amphitheater
Richmond Hill, GA

110 Ann Street - Flank Hotel
Savannah, GA

William J. Kehoe House Historic Renovation - 130 Habersham Street
Savannah, GA

News Place Historic Renovation
Savannah, GA

Lucas Theatre for the Arts Renovation
Savannah, GA

Paris Market - 36 W. Broughton Street Historic Renovation
Savannah, GA

BRYAN HARDER AIA

LEAD PROJECT MANAGER

LS3P

REGISTRATIONS

Architecture, Georgia, 2009 #RA012564

EDUCATION

Savannah College of Art and Design, Master of Architecture, 1997

COMMUNITY INVOLVEMENT & PROFESSIONAL AFFILIATIONS

The Enclave at Berwick Plantation, Architectural Review Committee Manager (2015-present)

Bryan Harder, AIA, brings 19 years of design and project management experience to LS3P. Bryan's career has focused on delivering projects on time and within budget, using Building Information Modeling (BIM) as a tool to provide exceptional service to his clients. He has significant experience in a variety of project types including student housing, senior housing, and renovation and adaptive reuse projects. As a skillful project manager, he balances his attention to detail with an ability to see the big picture, and leverages the use of technology to enhance project communication and minimize conflicts and changes during construction.

RELEVANT PROJECTS

111 Ann St. Multi-Family
Savannah, GA

Georgia Southern University Hanner Fieldhouse
Statesboro, GA

Savannah State University, Student Housing*
Savannah, GA

Columbus State University, Clearview Hall*
Columbus, GA

The Blake*
Savannah, GA

Savannah State University Social Sciences Building*
Savannah, GA

Savannah State University Student Center*
Savannah, GA

Wiregrass Georgia Technical College Allied Health and Public Safety Building *
Valdosta, GA

MICHAEL GARCIA ASSOC. AIA
PROGRAMMING / PLANNING

LS3P

EDUCATION

Bachelor of Design, Specializing in Architecture, University of Florida, 2013

Master of Architecture, University of Florida, 2015

COMMUNITY INVOLVEMENT/ PROFESSIONAL AFFILIATIONS

Savannah Young Architects Forum; Graduate Teaching Fellowship

University of Florida (2014-2015)

American Institute of Architects - Savannah Chapter, Member

Savannah LGBT Center Volunteer

Member of the Savannah AIA Mid Century Modern Architectural Subcommittee

LS3P Associate Michael Garcia brings rigor and creativity to the team and Savannah office. A University of Florida graduate, with a Bachelor of Design and Master of Architecture, his attention to detail and design is exemplified in the various projects he has worked on during his time at LS3P. Michael is conscientious, committed to his client's success. With project experience including K-12, higher education, commercial, hospitality and historic preservation, he is well versed in the communication skills and technology necessary for successful project delivery.

RELEVANT PROJECTS

Bluffton Town Hall Renovation
Bluffton, SC

City of Augusta Comprehensive Masterplan
Augusta, GA

Lark Hotel - 301 E Bay St
Savannah, GA

110 Ann Street - Flank Hotel
Richmond Hill, GA

Georgia Ports Authority - Crane Operations
Savannah, GA

Georgia Ports Authority - Administration & Maintenance Building
Savannah, GA

Gulfstream Hangers 5, 6 & 7
Savannah, GA

KATHERINE SCHUFF AIA, CDT, NCARB

ARCHITECT

LS3P

REGISTRATION(S)

Architecture, North Carolina, 2018, #14414

EDUCATION

Master of Architecture, Tulane University
2014

COMMUNITY INVOLVEMENT & PROFESSIONAL AFFILIATIONS

AIA Member

NCARB

CDT

Katherine Schuff works on diverse portfolio of project types including corporate, hospitality, healthcare, and K-12 education. Her design passions include preservation, adaptive reuse, and new developments with Revit and related 3D visualization technologies that streamline the modeling/documentation process. She is CDT (Construction Documents Technologist) certified through CSI.

Katherine earned a Master of Architecture with minors in Historic Preservation and Italian from Tulane University, and joined LS3P in 2015. Beyond her professional commitments, she has been an active participant in the non-profit Triangle CANstruction.

RELEVANT PROJECTS

SAS Building A
Cary, NC

242 S. Main Street
Holly Springs, NC

Cary Academy Science Building
Cary, NC

Liberty Street Hotel
Savannah, GA

Elon University Hotel
Elon, NC

Pender County Court House Renovation
Hampstead, NC

One Bank of America Plaza Renovation
Raleigh, NC

GSU Hanner Fieldhouse
Statesboro, GA

Northwest Community Church
Cary, NC

SSU UNIVERSITY KING FRAZIER DINING EXPANSION

LISA PINYAN IIDA, LEED AP, NCIDQ

PRINCIPAL | INTERIOR DESIGNER

LS3P

REGISTRATION

Registered Interior Designer: State of Georgia

NCIDQ Certified, 1999

EDUCATION

Marymount College at Fordham University, Bachelor of Science in Interior Design, Cum Laude, 1995

Leadership Savannah-Class of 2013

Leadership Georgia- Class of 2019

COMMUNITY INVOLVEMENT / PROFESSIONAL AFFILIATIONS

LEED Accredited by the USGBC

IIDA, International Interior Design Association - Savannah Chapter, Member

America's Second Harvest of Coastal Georgia, Board of Directors President

Historic Savannah Foundation, Gala Chair 2017

Ronald Mcdonald House of the Coastal Empire, Board Member

Principal Lisa Pinyan, IIDA, ASID, LEED AP, brings over twenty years of interior design experience to the team, and she is highly skilled at translating each client's design intent into a successfully completed project. Her diverse portfolio includes designs for educational, civic, and institutional clients across the region. Lisa is well-versed in the project management skills required to navigate a project from conceptual design through construction administration, working closely with clients to prioritize collaboration and real-time communication throughout the process.

RELEVANT PROJECTS

Bluffton Town Hall Renovation
Bluffton, SC

City of Augusta Comprehensive Masterplan
Augusta, GA

111 Ann Street Multi-Family
Savannah, GA

JE Dunn Office Expansion
Savannah, GA

Dulohery Weeks Office Building
Savannah, GA

Georgia Ports Authority - Warehouse 27 Office Expansion
Savannah, GA

Georgia Ports Authority - Maintenance Building
Savannah, GA

MARVIN LABIS
CONSTRUCTION CONTRACT ADMINISTRATOR

LS3P

EDUCATION

Georgia Institute of Technology, Bachelor of Science, Architecture, 1993

Georgia Southern University, Master of Business Administration, 1999

COMMUNITY INVOLVEMENT & PROFESSIONAL AFFILIATIONS

South Coast Lacrosse League Ambassador, Savannah GA

Marvin Labis, the Construction Administrator in Savannah, brings over 25 years of architectural and construction experience to LS3P. Before joining LS3P, Marvin worked on projects in the hospitality, education, corporate commercial, multi-family, and residential sectors in the Savannah and Bluffton areas. He earned a Bachelor of Science in Architecture from Georgia Institute of Technology and completed MBA coursework at Georgia Southern University.

RELEVANT PROJECTS

Garden City Community Center*
Garden City, GA

Social Security Administration Renovation*
Savannah, GA

Richmond Hill Baptist Church, Family Life Center
Richmond Hill, GA

Ware County Public Library*
Waycross, GA

U.S. Customs Laboratory*
Savannah, GA

Station Exchange Office / Commercial Buildings
Richmond Hill, GA

Thomas C. Powers Building at Crossroad Center Office / Commercial Buildings
Richmond Hill, GA

Speir Brogdon Building at Crossroad Center Office / Commercial Building
Richmond Hill, GA

South University, Administration Offices Tenant Build-Out*
Savannah, GA

*Completed with previous firm

S. ANDREW MITCHELL, PE, CxA, LEED AP BD+C
MECHANICAL ENGINEER | PRINCIPLE

Mr. Mitchell has spent more than 14 years practicing engineering as a mechanical engineer for projects of many different types. From small office renovations to multi-disciplinary laboratories, his design knowledge has a breadth and depth that is uncommon amongst MEP professionals. Mr. Mitchell is proficient in the design of HVAC Systems and Controls, Plumbing systems, and Fire Protection systems. He has extensive experience as engineer of record for all of these systems. His design experience includes more than 50 projects that focused on energy efficiency or LEED Certification.

Mr. Mitchell's project management experience includes design and construction of projects with budgets ranging from $50,000 up to $20,000,000 and 85,000 square feet. He has many years of experience managing and coordinating teams of up to 8 design professionals to meet project requirements. Project management includes experience as prime consultant and sub-consultant.

REGISTRATION
Professional Engineer, State of Florida License #75609

EDUCATION
University of Florida, College of Engineering: Bachelor of Science in Mechanical Engineering, 2006

University of Florida, Division of Military Science: Minor in Military Science and Leadership, 2006

RELEVANT PROJECTS
City of Cedar Key City Hall Renovations
Cedar Key, FL

City of Alachua Operations Center
Alachua, FL

City of Alachua Public Works Warehouse
Alachua, FL

City of Gainesville Communications Office Renovation
Gainesville, FL

City of Gainesville Thomas Center Renovations
Gainesville, FL

MacClenny Fire Station
MacClenny, FL

R. CRAIG GULLEDGE II, PE, CxA, LEED AP BD+C
PRINCIPLE ENGINEER

Mr. Gulledge has been performing MEP services for more than 15 years and has stood out amongst his peers as an expert in the field. Craig's vast knowledge of building systems allows him to effectively execute projects of all types and scales. He specializes in the design of HVAC systems and controls. With extensive experience designing complex systems for laboratories, central energy plants, healthcare facilities and Universities, he has an unmatched ability to provide MEP services.

Mr. Gulledge's project management experience includes design and construction of projects with budgets ranging from $50,000 up to $35,000,000. Project management includes experience as prime consultant and sub-consultant. His vast knowledge of total building construction practices makes him an essential member of any design team.

REGISTRATION
Professional Engineer, State of Florida License #69158

EDUCATION
University of Florida, College of Engineering: Bachelor of Science in Mechanical Engineering, 2004

University of Florida, College of Business: Minor in Business Administration, 2004

RELEVANT PROJECTS
City of Cedar Key City Hall Renovations
Cedar Key, FL

City of Gainesville Communications Office Renovation
Gainesville, FL

City of Gainesville Thomas Center Renovations
Gainesville, FL

City of Gainesville GTEC HVAC Replacement
Gainesville, FL

MacClenny Fire Station
MacClenny, FL

Alachua Fire Station
Alachua, FL

EVELYN DICKS, PE, CxA, MBA
SENIOR MECHANICAL ENGINEER

Ms. Dicks has been providing MEP design and commissioning services for more than 11 years. She has quickly become known for her project management skills and expertise in HVAC systems design and controls. Her background has provided a range of experiences allowing her to design complex HVAC systems in accordance with industry codes and standards. Because she has spent her career both designing and commissioning systems, Ms. Dicks is able to understand exactly how systems are installed and will operate. This expertise allows her to quickly identify areas where problems could arise and work to eliminate them before construction.

Ms. Dicks has dedicated herself to a superior level of service excellence while delivering modern, energy efficient solutions that meet and exceed client expectations. Ms. Dicks liaises with institutional clients, government agencies, contracting officials, equipment vendors, manufacturing companies, and sub-consultants to identify engineering problems and develop streamlined processes and solutions.

REGISTRATION
Professional Engineer, State of Florida License #85292

EDUCATION
University of Florida, College of Engineering: Bachelor of Science in Mechanical Engineering, 2012

University of Florida, College of Engineering: Bachelor of Aerospace Engineering, 2012

University of Florida, College of Engineering: Master of Science in Industrial & Systems Engineering, 2016

RELEVANT PROJECTS

City of Gainesville Operations Center HVAC Renovation
Gainesville, FL

City of Gainesville RTS Administration Building
Gainesville, FL

Trimark Ingenuity Office Building
Gainesville, FL

University of Florida Building 429 Security Building Renovation
Gainesville, FL

University of Florida Innovation Hub Phase II
Gainesville, FL

Great American Insurance HVAC Renovation
Ocala, FL

PETER RIZOV, PE
SENIOR ELECTRICAL ENGINEER

Mr. Rizov has more than 20 years of experience in electrical engineering of power, lighting, emergency, generation and low-voltage systems. The projects he worked on range from shell buildings, tenant improvements, to new commercial and educational buildings and sites, totaling over two thousand projects in the span of over twenty years. Depth of his involvement in projects ranges from pre-design consulting, design, bid support, construction administration, closeout inspections, to post occupancy surveys for the project budgets ranging from several-thousand dollars system replacement to multi-million-dollar replacement, improvements, and new construction.

REGISTRATION
Professional Engineer, State of Florida License #76608

Professional Engineer, State of Illinois License #062062659

Professional Engineer, State of Georgia License #041470

EDUCATION
Florida Atlantic University, College of Engineering: Bachelor of Science in Electrical Engineering, 2006

Florida International University, School of Law: Juris Doctor, 2009

RELEVANT PROJECTS

Polk County Supervisor of Elections
Auburndale, FL

Fire Station #2 Renovations
Gainesville, FL

Optym Offices - Building A
Gainesville, FL

University of Florida College of Dentistry, 3rd Floor Renovation
Gainesville, FL

University of Florida Chemical Engineering Expansion Building
Gainesville, FL

University of Florida IFAS Classroom Renovations
Gainesville, FL

University of Florida Reitz Union Fire-Alarm Renovation
Gainesville, FL

ROBERT WALPOLE, PE, LEED AP

CIVIL ENGINEERING | PRINCIPLE

Mr. Walpole is President and Principal Engineer at CHW Professional Consultants. Since joining the firm in 1997, his responsibilities include management of all technical and non-technical staff in engineering, and construction administration and engineering inspections for more than 200 projects per annum. Working with communities across the State of Florida Robert's professional work focuses on designing and engineering infrastructure for the built environment. Working on a master planning level, he has led and participated in site-specific planning for all types of development ranging from municipal infrastructure to healthcare, institutional, commercial, master planned communities and university campus planning.

REGISTRATION

Professional Engineer, State of FL, AL, GA, TN

EDUCATION

University of Memphis, Bachelor of Science

AFFILIATIONS

American Society of Civil Engineers

RELEVANT PROJECTS

UF New Public Safety Building
Gainesville, FL

Alachua County Resource Recovery Park Science Center
Gainesville, FL

Mills Creek Preserve Master Phasing Plan
Nassau County, FL

Alachua County IFAS Extension Office and Auditorium
Gainesville, FL

Alachua County RTS Bus Fleet Maintenance & Operations Facility
Gainesville, FL

Social Security Administration Building
Gainesville, FL

City of Alachua Operations Center and Warehouse
Alachua, FL

DANIEL YOUNG, PE, LEED AP

CIVIL ENGINEERING | PROJECT MANAGER

Mr. Young is the Director of Engineering heading the Land Development Department with design and modeling experience in potable and fire water main distribution, stormwater management, and site and roadway design and layout. Daniel has been practicing engineering for over 15 years and has worked with Environmental and Regulatory Permitting agencies such as Florida Department of Environmental Protection, Florida's Water Management Districts, county and city governments, utility companies, the Florida Department of Transportation, and the Army Corps of Engineers. He is responsible for ensuring projects meet client expectations and managing and coordinating with subconsultants, contractors, and technical personnel.

REGISTRATION

Professional Engineer, State of Florida

EDUCATION

University of Florida, Bachelor of Science, Civil Engineering

AFFILIATIONS

American Society of Civil Engineers
Chi Epsilon National Civil Engineering Honor Society

RELEVANT PROJECTS

UF New Public Safety Building
Gainesville, FL

City of Alachua Operations Center and Warehouse
Alachua, FL

Alachua County RTS Bus Fleet Maintenance & Operations Facility
Gainesville, FL

Social Security Administration Building
Gainesville, FL

Pace Center for Girls Addition
Gainesville, FL

UF Norman Hall Rehabilitation and College of Education Center Addition
Gainesville, FL

Catalyst Park Building Addition
Gainesville, FL

Oak Hall School Administration Building
Gainesville, FL

KEVIN HEWETT, PLS
SURVEYOR & MAPPER | PRINCIPLE

Mr. Hewett is a Principal owner and Vice President of CHW since 2007 with over 33 years of experience in the Land Surveying Industry throughout Florida. He has experience with all phases of production for boundary, topographic, geodetic, route, easement, and control surveys for a variety of projects including design surveys, boundary surveys, detailed topographic maps, and right-of way maps for road and utility corridors, pipeline projects, electrical transmission, and distribution lines and contract administration. Mr. Hewett is proficient with a number of specialty AutoCAD add-on engineering and surveying software packages, as well as current field work data and points collection methods using total stations, robotics electronic data collection devices, and survey quality Global Positioning Systems (GPS).

REGISTRATION
Professional Land Surveyor: Florida

EDUCATION
Santa Fe High School

AFFILIATIONS
American Society of Civil Engineers

RELEVANT PROJECTS

UF New Public Safety Building
Gainesville, FL

Alachua County Resource Recovery Park Science Center
Gainesville, FL

Mills Creek Preserve Master Phasing Plan
Nassau County, FL

Alachua County IFAS Extension Office and Auditorium
Gainesville, FL

Alachua County RTS Bus Fleet Maintenance & Operations Facility
Gainesville, FL

Social Security Administration Building
Gainesville, FL

City of Alachua Operations Center and Warehouse
Alachua, FL

TODD THEODORE, PLA, ASLA
LANDSCAPE ARCHITECTURE | PRINCIPLE

Todd Theodore is a Principal at Wood+Partners Inc. for 22 years, with over 35 years of experience in master planning, community and resort planning, amenity design and detailed site planning & design. His expertise encompasses a wide variety of projects, including coastal communities, resort communities, hotel/commercial properties, downtown redevelopment plans, urban commercial villages and town centers, recreation facilities, marina complexes, and military complexes. Todd is also experienced in computer-aided design and programming, developed in-house computer programs and manages project production.

REGISTRATION
Registered Landscape Architect, South Carolina #527, Colorado #0001181

EDUCATION
Ohio State University, Bachelor of Landscape Architecture, 1985

RELEVANT PROJECTS

City of Hardeeville Muicipal HUB
Hardeeville, SC

Boundary Street Corridor Master Plan
Beaufort, SC

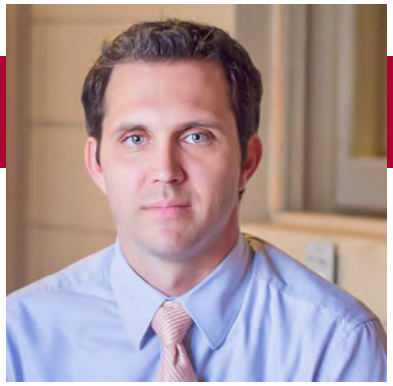
Conway Riverwalk & Downtown Master Plan
Conway, SC

Orangeburg, SC Downtown Masterplan & Phase One Streetscape
Orangeburg, SC

West Washington St Downtown Redevelopement Master Plan & Streetscape
Greenville, SC

Glenn McConnell Parkway Extension & Urban Corridor Study
Charleston, SC

City of Charleston Market Street Redevelopment & Streetscape Master Plan
Charleston, SC



SHAWN C. KALBLI, PLA, ASLA

LANDSCAPE ARCHITECTURE | SENIOR VP | PRINCIPLE

WiPi

Shawn Kalbli is Principal, Vice President who has worked at Wood+Partners Inc. for 13 years. He is experienced in landscape architecture and land planning for both the private and public sector which includes park and recreation master planning and design for both passive and active projects for the past 20 years. His primary focus is planning and landscape architecture in coastal regions throughout the Southeast. He has extensive experience providing planning and design services for urban mixed-use development, large scale master planned communities, resorts, multi-family properties, municipalities and corridor development. Mr. Kalbli's expertise further includes project programming, sustainable design, cost estimating, construction documentation, and construction administration.

REGISTRATION

Registered Landscape Architect, South Carolina #1445

EDUCATION

The Ohio State University, Master of Landscape Architecture, Knowlton School of Architecture, 2003

Florida State University, Bachelor of Science, Social Science Interdisciplinary : Urban Planning, Sociology, Economics, 1998

RELEVANT PROJECTS

FAMU Way and Capital Cascades Trail
Tallahassee, FL

Innerarity Point Park (The Trust for Public Land-Florida Coastal Access Project)
Escambia County, FL

Lynn Haven Bayou Park & Preserve (The Trust for Public Land-Florida Coastal Access Project)
Lynn Haven, FL

Capt. Leonard Destin Park (The Trust for Public Land-Florida Coastal Access Project)
Destin, FL

Island View Park (The Trust for Public Land-Florida Coastal Access Project)
Franklin County, FL

Fred George Greenway & Park
Leon County, FL

ERIC WALSNOVICH, PLA, ASLA

LANDSCAPE ARCHITECTURE | PROJECT MANAGER

WiPi

Eric Walsnovich is a Senior Project Manager at Wood+Partners Inc. with over 28 years of experience in master planning, park planning and design, urban design, community planning, amenity center design and detailed site planning & design. His expertise encompasses a wide variety of projects, including hotel/commercial properties, resort communities, downtown redevelopment plans, urban commercial villages and town centers, marina complexes, , parks and recreation facilities, coastal and inland golf courses and communities, and military complexes.

REGISTRATION

Registered Landscape Architect, South Carolina #1063

EDUCATION

Pennsylvania State University, Bachelor of Science in Landscape Architecture, 1992

RELEVANT PROJECTS

City of Hardeeville Muicipal HUB
Hardeeville, SC

North Lemacks Village Renaissance Phase III
Walterboro, SC

Sgt. Jasper Park Materplan
Hardeeville, SC

Hilton Head Airport Campus
Hilton Head Island, SC

Trustee's Garden
Savannah, GA

Sea Turtle Marketplace
Hilton Head Island, SC

One Hampton Lake
Bluffton, SC

110 Ann Street Hotel
Savannah, GA

111 Ann Street Mutli-Family
Savannah, GA

Savannah Yacht Club Redevelopment
Savannah, GA

M. CODY THARPE, PE
STRUCTURAL ENGINEERING | PRINCIPLE

THARPE ENGINEERING GROUP

Mr. Tharpe holds a Bachelor of Science in Civil Engineering from the Georgia Institute of Technology and has over fifteen years of experience in structural engineering design, structural condition assessment, on-site construction observation, and construction project engineering and management. He will serve as the Principal-in-Charge for the project, providing daily engineering oversight and quality control. Mr. Tharpe will be the main point of contact for Tharpe Engineering Group. Over the course of his career, Mr. Tharpe has been involved in the design and construction of a significant number of schools, hotels, churches, office buildings, restaurants, medical offices, warehouses, mixed-use facilities, bridges, and both multi-family and single-family high-end residential structures. Expertise includes structural analysis and design of steel, concrete, masonry and timber structures located in high seismic and wind velocity regions, and assessment, analysis, and design of modifications and repairs of historic buildings for adaptive reuse projects.

REGISTRATION
Licensed Professional Engineer: FL, GA, SC, AL, AR, OK, MD, NY, OH

EDUCATION
Georgia Institute of Technology, Bachelor of Science in Civil Engineering

RELEVANT PROJECTS

Glynn County Fleet Maintenance Building
Savannah, GA

Distribution Services International (DSI)
Port Wentworth, GA

Georgia Ports Authority Container Operations
Garden City, GA

Hilton Head Lakes North Fire Station
Jasper County, SC

Southern Aviation Parts and Services Hangar
Savannah, GA

USCB Indoor Recreation Facility
Hardeeville, SC

BRIAN K. SAPP, PE
STRUCTURAL ENGINEERING | PROJECT MANAGER

THARPE ENGINEERING GROUP

Mr. Sapp has over fourteen years of structural engineering experience on a wide range of new construction and renovation projects in educational, commercial, industrial, and hospitality markets. He has been involved with all phases of the structural design process, including preliminary concepts, design calculations, construction document preparation, design review, and on-site inspections. He has a proven record of effectively collaborating with clients and the design team to meet target budgets and schedules. Mr. Sapp is experienced in all aspects of structural design utilizing steel, concrete, masonry, and timber framing. He is proficient in using 3D finite-element structural analysis and design software to produce accurate and thorough design calculations on projects. He will be responsible for overall structural design and daily project management activities, including correspondence with all members of the design team.

REGISTRATION
Licensed Professional Engineer Georgia

EDUCATION
Georgia Institute of Technology, Bachelor of Science in Civil Engineering

Georgia Institute of Technology, Master of Science in Civil Engineering

RELEVANT PROJECTS

Glynn County Fleet Maintenance Building
Savannah, GA

Distribution Services International (DSI)
Port Wentworth, GA

Georgia Ports Authority Container Operations
Garden City, GA

Hilton Head Lakes North Fire Station
Jasper County, SC

Southern Aviation Parts and Services Hangar
Savannah, GA

USCB Indoor Recreation Facility
Hardeeville, SC

MICHAEL BURRISS, DBIA-ASSOC.

COST ESTIMATOR | PROJECT MANAGER

Mr. Burriss has more than 40 years of facility management, construction program management, and general construction experience. His roles have included Project Engineer, Project Manager, Project Director, Program Manager, and Assistant Superintendent for various federal, state, and municipal clients. Mr. Burriss has experience in K-12, higher education, municipal, and state construction throughout all phases including cost estimating, planning, pre-construction, scheduling, and budgeting. He has extensive experience leading and executing capital programs and helping clients and communities exceed the potential of their building needs through responsible planning and creative solutions to complex problems.

REGISTRATION

Design-Build Professional, North Carolina (DBIA-Assoc)

EDUCATION

North Carolina State University, Bachelor of Science, Mechanical Engineering, 1983

North Carolina State University, Facilities Engineering Management, 2001

RELEVANT PROJECTS

Raleigh City Hall Civic Campus
Raleigh, NC

Rutherford County Masterplan
Rutherfordton, NC

Waxhaw Main Post Office
Waxhaw, NC

North Carolina Department of Agriculture
Raleigh, NC

Chatham County Central Services
Siler City, NC

City of Raleigh Cost Estimating IDIQ (Fire Station #11, Fire Station #14, Pullen Arts Center, Chavis Park)
Raleigh, NC

Atkins Library
Charlotte, NC

Novant Healthcare Gap Assessment
North Carolina & Virginia

West Chester University Commons Facility
West Chester, PA

GRANT WOOD, CEM, LEED AP

COST ESTIMATOR

Mr. Wood has more than 20 years of cost estimating, constructibility review, construction closeout, construction management, program management, training, and value engineering experience working in various market sectors including commercial, K-12 education, higher education, federal, healthcare, hospitality, and municipal. He has extensive experience in project types including gymnasiums, stadiums, hotels, resorts, laboratories, libraries, museums, office buildings, judicial, and industrial. Mr. Wood is knowledgeable in Microsoft Project and Quotesoft.

REGISTRATION

Certified Energy Manager (CEM)

LEED Accredited Professional (LEED AP)

USGBC

EDUCATION

University of Tulsa, Bachelor of Science in Chemical Engineering, 1980

RELEVANT PROJECTS

University of Florida, Gamma Phi Beta Sorority House
Gainesville, FL

Shooter's World
The Villages, FL

Lockheed Martin Building 1 Apache Test Area New Air Handling Unit (AHU)
Ocala, FL

University of South Florida Building Remodels for HVAC Infrastructure
Tampa, FL

Douglas County Chiller and Boiler Replacement Project
Omaha, NE

VA Hospital Bay Pines New Air-Cooled (AC) Chiller Installation
St Petersburg, FL

Franklin Templeton Replacement of Two 55-Ton Roof Top Units (RTU's)
St Petersburg, FL

PART 4. ADDITIONAL INFORMATION

APPROACH

Master planning is a multifaceted endeavor, synthesizing long-term goals and immediate realities. Complexities such as growth projections, evolving technologies, and sustainability strategies provide both interesting challenges and exciting opportunities in working to achieve your big-picture objectives. During the process, we will facilitate a collaborative approach to strategic planning which integrates financial, operational, and programmatic considerations in pursuit of your long-term goals.

Our goal is to help form and inspire your vision.

Client Engagement:

The preliminary step in the master planning effort is a kick-off session, whereby we affirm communication strategies, set objectives, discuss criteria for success, and hold ourselves collectively accountable for well-defined outcomes for the study. The resulting discussions, debates, and creative insights often bring to light vital issues and present unforeseen opportunities.

Strategic Direction:

In the early stages of the process, we will utilize “scenario planning” techniques to assess a variety of possible futures and the ways in which each impacts the master plan. These model scenarios will be grounded in facts and are necessarily driven by assumptions. We will use up-to-the-minute research and forecasting techniques to formulate the shared planning assumptions which will inform our design. We will reference nationally recognized workplace standards for civic designs to benchmark these assumptions.

At this stage, we will focus on information gathering: current trends impacting your mission, growth projections, long-term implications of significant capital expenditures, and long-term strategic positioning integrating financial and operational considerations. We will also document site conditions, existing infrastructure, circulation, zoning/planning requirements, and all relevant previous studies. If required, we can also conduct a comprehensive facilities assessment to assess viable, non-viable and questionable infrastructure and buildings.

Strategic Priorities:

Building on the shared planning assumptions, the team will collectively determine strategic priorities to better understand the initiatives that will best support your long-term vision. We will identify gaps in critical facility needs, and then focus on the critical moves required. These priorities will serve as a guide in determining the highest and best uses of your assets, and the most effective ways to implement strategic facility decisions.

As we prioritize programming needs, we will conduct an intensive operational analysis. We will distill relevant demographic and strategic plan information in order to implement shared organizational values, and articulate the outcomes which best reflect the needs of your stakeholders. We will determine programming gaps, identify opportunities to reclaim existing resources for new purposes, and recommend new facilities as required to achieve your long-term goals.

We will also conduct a strategic physical analysis, with the goal of helping you to be a good steward of your enduring resources. We will develop diagrams for space opportunities and constraints, analyze functional circulation, and assess existing conditions. We will also inventory existing building conditions and functions to determine if physical limitations create functional inefficiencies.

Developing a Framework for Efficiency:
Once research and analysis are complete, the design team will collaborate with stakeholders to set clear and measurable design objectives. Working within these established frameworks, we will generate multiple planning solutions which address issues such as growth programs and recommendations; strategies to enhance image and identity; environmental quality and sustainability; infrastructure, transport, flow of people and materials management; and operational effectiveness, capacity, cost, timing, and value for money.

In developing frameworks for future space needs, we will:

- Develop multiple schemes for potential scenarios
- Consider furniture and workstation changes that might improve efficiency and reduce footprint
- Establish spatial standards for each staff work position
- Make final recommendations for a preferred space plan objectives, including scheduling, budgeting and phasing of implementation strategies

This iterative design process allows us to create and refine multiple schemes, testing them constantly against your established design parameters to create a master plan which is the best possible design for your vision.

Historic Contexts: LS3P has a substantial portfolio of award-winning designs for historic preservation, including adaptive reuse projects, urban infill and complex urban renovations with significant technology and sustainability requirements. We are very familiar with the process of designing in sensitive historical contexts.

Resiliency: As a firm with a significant Coastal presence in the Southeast, LS3P is adept at designing buildings that are resilient. Resilient buildings are designed to withstand and bounce back quickly from a wide variety of threats. These can include hurricanes, flooding, utility interruptions, and man-made threats. We have designed dozens of buildings in coastal floodplains that comply with the FEMA Commercial Floodproofing Requirements (FEMA P-936 and ASCE 24). Our greatest challenge, as designers, is to create resilient buildings that are timeless and beautiful, while protecting staff and critical resources from threats.

Implementation: The culmination of this three step process is as follows:

- accurately determine what types and quantities of space required to support ongoing and future goals of the City (Task 1);
- assess various sites and buildings to determine the advantages, disadvantages and costs of various options (Task 2); and
- implement the City's goals to create a timeless, durable civic building (or addition) that is sensitive to its historic context.

We welcome the opportunity to assist you in this endeavor.

PART 4. CITY EXHIBITS (A-H)

CITY OF FERNANDINA BEACH, FLORIDA
RFQ 2020-01
CITY HALL ASSESSMENT AND DESIGN

EXHIBIT "A"
CONTACT SHEET

Name: LS3P

Federal Taxpayer ID: 57-0475651

Mailing Address: 321 West Congress Street, Suite 301

City, State, & Zip Code: Savannah, GA 31401

Telephone: 912.695.2111 **Fax:** 912.298.0206

Email: neildawson@ls3p.com

Submitted By: Neil Dawson

Title: VP | Principal | Office Leader

FIRM Accepts Credit Cards*: (Yes) **No**

Accounting Contact:

Name: Kelly Walker **Title:** Project Accountant

Email Address: kellywalker@ls3p.com **Phone:** 919.829.2702

Please note, a 2% fee will be charged when using credit cards

***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
RFQ 2020-01
CITY HALL ASSESSMENT AND DESIGN

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 LS3P.

2. This sworn statement is submitted by (entity) LS3P whose business address is 321 West Congress St Suite 301, Savannah GA 31401 and (if applicable) Federal Employer Identification Number (FEIN) is 57-0475651 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

3. My name is Neil Dawson and my relationship to the entity named above is VP | Principal | Office Leader.

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, must 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 must 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

3·11·20

Date:

CITY OF FERNANDINA BEACH, FLORIDA
RFQ 2020-01
CITY HALL ASSESSMENT AND DESIGN

STATE OF GEORGIA
COUNTY OF Chatham

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 11 day of MARCH, 2020, and is personally known to me, or has provided _____ as identification.

Notary Public
My Commission expires: 9/30/23

Kathryn Walker-Mai
NOTARY PUBLIC
Chatham County
State of Georgia
My Comm. Expires September 30, 2023

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
RFQ 2020-01
CITY HALL ASSESSMENT AND DESIGN

EXHIBIT "C"

DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

COMPANY: LS3P

CITY: Savannah STATE: GA ZIP CODE: 31401

SIGNATURE: _____ PHONE: 912.695.2111

NAME (TYPED OR PRINTED): Neil Dawson TITLE: VP | Principal | Office Leader

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
RFQ 2020-01
CITY HALL ASSESSMENT AND DESIGN

EXHIBIT "D"

E-VERIFY STATEMENT

Bid/Proposal Number: RFQ#2020-01

Project Description: CITY HALL ASSESSMENT AND DESIGN

I/FIRM acknowledges and agrees to the following:

I/FIRM will 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: LS3P

Authorized Signature:

Title: VP | Principal | Office Leader

Date: 3-11-20

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
RFQ 2020-01
CITY HALL ASSESSMENT AND DESIGN

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: Neil Dawson Title: VP | Principal | Office Leader

Signature: _____ Date: 3-11-20

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
RFQ 2020-01
CITY HALL ASSESSMENT AND DESIGN

EXHIBIT "F"

CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with Bid, Proposal or Contract for LS3P.

This sworn statement is submitted by (entity) LS3P whose business address is 321 West Congress St Suite 301, Savannah GA 31401 and (if applicable) Federal Employer Identification Number (FEIN) is 57-0475651 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Neil Dawson and my relationship to the entity named above is VP | Principal | Office Leader.

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 not 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.

CITY OF FERNANDINA BEACH, FLORIDA
RFQ 2020-01
CITY HALL ASSESSMENT AND DESIGN

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.

3-11-20

Signature Date:

STATE OF GEORGIA
COUNTY OF Chatham

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 11 day of March, 2020, and is personally known to me, or has provided _____ as identification.

Notary Signature

My Commission expires: 9/30/23

Kathryn Walker-Mai
NOTARY PUBLIC
Chatham County
State of Georgia
My Comm. Expires September 30, 2023

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
RFQ 2020-01
CITY HALL ASSESSMENT AND DESIGN

EXHIBIT "G"

NON-COLLUSION AFFIDAVIT

This sworn statement is submitted with Bid, Proposal or Contract for LS3P.

This sworn statement is submitted by (entity) LS3P whose business address is 321 West Congress St Suite 301, Savannah GA 31401 and (if applicable) Federal Employer Identification Number (FEIN) is 57-0475651 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Neil Dawson and my relationship to the entity named above is VP | Principal | Office Leader.

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 Proposer, 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 Proposer, firm, or person to fix the price or prices in the attached proposal or any other Proposer, or to fix any overhead, profit or cost element of the proposal price or the proposal price of any other Proposer, 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 Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature Date: 3-11-20

CITY OF FERNANDINA BEACH, FLORIDA
RFQ 2020-01
CITY HALL ASSESSMENT AND DESIGN

STATE OF GEORGIA Savannah COUNTY OF Chatham

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 11 day of March, 2020, and is personally known to me, or has provided _____ as identification.

_____ My Commission expires: 9/30/23
Notary Signature

Kathryn Walker-Mai
NOTARY PUBLIC
Chatham County
State of Georgia
My Comm. Expires September 30, 2023

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
RFQ 2020-01
CITY HALL ASSESSMENT AND DESIGN

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_X_NO_____ (SEE ATTACHED EXPLANATION)

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

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

LS3P	3·11·20
Firm	Date
	Neil Dawson VP | Principal | Office Leader
Authorized Signature	Printed or Typed Name and Title

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

LS3P ENGAGE DESIGN TRANSFORM

RE: Additional Information about Claims, Litigation, and Fines

March 12, 2020

Dear Selection Committee,

In response to your question regarding LS3P's claims, litigation, fines, or administrative proceedings in the last five years, we are happy to provide the following additional information. We have encountered three circumstances of litigation and seven minor claims which have been settled successfully without litigation. One of these claims was initiated by LS3P to pursue unpaid design fees. Details are as follows:

LS3P ASSOCIATES LTD. v. SYMPHONY PROPERTIES, LLC, ARCADIA REAL ESTATE ADVISORS, LLC, WILSON KI and ANGIE KI
New Hanover County Superior Court Division
Case No.: 15CVS1282
Date claim initiated: 4/15/2015
Summary of issues: suit to perfect mechanics' lien for unpaid design fees; lien filed 1/23/2015; amended 2/13/2015; suit filed 4/15/2015; counterclaim for costs against LS3P by the Ki's filed 8/10/2015
Disposition: settled and dismissed 10/5/2016

Steven Campbell and Lori Campbell v. LS3P ASSOCIATE LTD.
Charleston County Court of Common Pleas
Case No.: 2015-CP-10-6767
Date claim initiated: 12/15/2015
Summary of issues: breach of contract
Disposition: dismissed 12/28/2016

Bettye Jean Prioleau v. Housing Authority of the City of Charleston v. LS3P ASSOCIATES LTD. and Carl Garris & Son, Inc.
Charleston County Court of Common Pleas
Case No.: 2014-CP-10-7389
Date claim initiated: 3/3/2016
Summary of issues: personal injury / premise liability / indemnification
Disposition: settled and dismissed 8/23/2017

As stated in our earlier response, we can confirm that there are no claims, litigation, or proceedings which would interfere with the proposed work; we pride ourselves on excellence in both our designs and our client service, and we have earned a reputation for win-win solutions and our team-oriented problem solving in our 56 year history. If you have any questions, please do not hesitate to contact me at 919-829-2704 for further information.

Best regards,
LS3P

Katherine N. Peele

Katherine N. Peele, FAIA, LEED AP
Principal | Chief Practice Officer

ARCHITECTURE
INTERIOR ARCHITECTURE
PLANNING

CHARLESTON
COLUMBIA
GREENVILLE
MYRTLE BEACH
CHARLOTTE
RALEIGH
WILMINGTON
SAVANNAH

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 1
For
RFQ 2020-01 CITY HALL ASSESSMENT AND DESIGN

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 **RFQ 2020-01**. 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 the qualifications. Failure to do so may disqualify the submittal.

Submitters shall thoroughly familiarize themselves with the contents of this Addendum before submitting qualifications.

NAME: Neil Dawson **TITLE:** VP | Principal | Office Leader

ADDRESS: 321 West Congress St Suite 301

CITY: Savannah **STATE:** Georgia

AUTHORIZED SIGNATURE: **DATE:** 3·11·20

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 2
RFQ 2020-01 CITY HALL ASSESSMENT AND DESIGN

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

ADDENDUM No. 2

The following changes are applicable to the original **RFQ** documents and specifications of **RFQ 2020-01**. This Addendum No.2 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.

Respondents shall thoroughly familiarize themselves with the contents of this Addendum before submitting qualifications.

NAME: Neil Dawson **TITLE:** VP | Principal | Office Leader

ADDRESS: 321 West Congress St Suite 301

CITY: Savannah **STATE:** Georgia

AUTHORIZED SIGNATURE: _____ **DATE:** 3·11·20

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 3
RFQ 2020-01 CITY HALL ASSESSMENT AND DESIGN

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

ADDENDUM No. 3

The following changes are applicable to the original **RFQ** documents and specifications of **RFQ 2020-01**. This Addendum No.3 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.

Respondents shall thoroughly familiarize themselves with the contents of this Addendum before submitting qualifications.

NAME: Neil Dawson **TITLE:** VP | Principal | Office Leader

ADDRESS: 321 West Congress St Suite 301

CITY: Savannah **STATE:** Georgia

AUTHORIZED SIGNATURE: _____ **DATE:** 8·11·20

LS3P

321 West Congress St, Suite 301
Savannah, GA 31401
912.695.2111
LS3P.com

STATEMENT OF QUALIFICATIONS

For Professional Services for Assessment and Design of Municipal Government Administrative Operations Facilities (RFQ 2020-01)

March 13, 2020

Picture Below: Historic preservation of Passero's corporate headquarters

PASSERO ASSOCIATES
engineering architecture

IN ASSOCIATION WITH:

Ward Architecture + Preservation

Promus

4730 Casa Cola Way, Suite 200
St. Augustine, FL 32095

Office: (904) 757-6106
Fax: (904) 575-6107

www.passero.com

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TABLE OF CONTENTS

01 | COVER LETTER	
02 | REPRESENTATIVE PROJECTS	
03 | COMPANY PROFILE AND PERSONNEL	
04 | ADDITIONAL INFORMATION	
05 | ADDENDUMS AND EXHIBITS A-H	

ST. AUGUSTINE, FL
4730 Casa Cola Way,
Suite 200
St. Augustine, FL 32095
Office: (904) 757-6106
Fax: (904) 757-6107
aholesko@passero.com

ROCHESTER, NY
242 West Main Street,
Suite 100
Rochester, NY 14614
Office: (585) 325-1000
Fax: (585) 325-1691
jsudol@passero.com

ALBANY, NY
1A Pine West Plaza
Washington Avenue
Extension
Albany, NY 12205
Office: 1-800-836-0365
jsudol@passero.com

DAYTON, OH
434 East First Street
Dayton, OH 45402
Office: (937) 262-7287
jbonecutter@passero.com

CINCINNATI, OH
555 Gest Street, Suite 202
Cincinnati, OH 45203
Office: (513) 310-3949
jbonecutter@passero.com

SECTION 01
COVER LETTER

SOURCE: PASSERO ASSOCIATES (pictures of previous successful historic preservation projects)

PASSERO ASSOCIATES
engineering architecture

March 13, 2020

Dale Martin, City Manager
City of Fernandina Beach
201 Ash Street
Fernandina Beach, FL 32084

Re: **RFQ 2020-01 City Hall Assessment and Design**
(City of Fernandina Beach, FL)

Dear Mr. Martin and the Selection Committee:

Passero Associates is pleased to present the City of Fernandina Beach (City) with this Statement of Qualifications for RFQ 2020-1 Professional Services for the City Hall Assessment and Design. We have enclosed one original, five copies and one electronic copy on thumb drive, prepared in accordance with the City's RFQ.

With over 20 year's of successful project delivery within the City, Passero staff are most frequently associated with improvements to the City's Airport and Marina/Riverfront. However, Passero has also delivered numerous successful building projects, such as, the Central Garage Facility, the MLK Recreation Center (Pavilion and Restrooms), both Seaside and North Beach Parks, and soon the dual-use Fire Station No. 2 relocation from 14th street to the Airport.

City staff may also not yet be aware that Passero Associates is an accomplished architectural and historical preservation firm with experienced professionals that have delivered several recent major municipal and historic renovation projects outside of Florida, including the renovation and expansion of the Livonia Public Library, Passero's Historic Headquarters at Bridge Square, and the award-winning Irondequoit Library.

The Passero Team understands the importance of creating designs that complement and honor the historic nature of buildings, and the process of applying for and receiving grant funding for historic preservation, having purchased a historic vacant eyesore in downtown Rochester and transformed it into our new firm headquarters (highlighted on the next page).

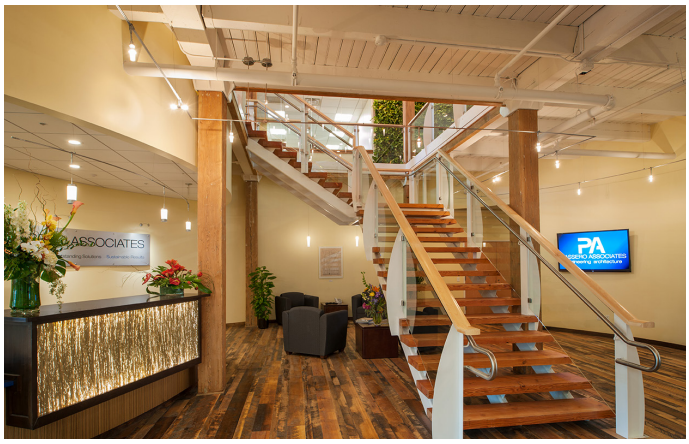
If selected, **Passero Associates** will serve as the Architect of Record and will provide all architectural contract documentation and coordination with all sub disciplines. Our Project Manager and Senior Project Architect, Justin Vollenweider, AIA, CSI-CDT, will serve as main contact and overall team leader. Justin has served in this capacity on many municipal and historic projects.

Ward Architecture + Preservation is a woman-owned business based in Savannah, GA. Ward is also an award-winning architectural firm specializing in preservation planning and historic rehabilitation of residential and commercial properties throughout the Southeast. Their role on the team will be to provide and assist with necessary historic documentation, assessment, SHPO consultation, historic tax credit assistance, etc.

Promus will provide mechanical, electrical, plumbing and fire protection engineering services. Promus has prior experience with many other clients with similar projects, including the new airport terminal building at Fernandina Beach Municipal Airport.

BRIDGE SQUARE BUILDING (PASSERO'S CORPORATE HEADQUARTERS)

Rochester, New York



CLIENT:
Bridge Square, LLC

CLIENT CONTACT:
Michael Spoleta
(585) 436-2701

PROJECT COST:
$6.7 Million

COMPLETION DATE:
January 2013

SERVICES PROVIDED:
Architecture Design Services

Engineering design for site layout, access and utilities

SHPO Approvals

NYSERDA Assistance

Mechanical, Electrical Design Services

Asbestos and Lead Abatement

Planning, Zoning and Town Board Approvals

Construction Administration

This 111-year old, trapezoidal, five-story, 67,000 sf brick building, formerly a factory, municipal building, and school, was an empty eyesore in downtown Rochester. It has been transformed (by Passero Associates) into a mixed-use, sustainable, urban structure with modern office space, retail, and loft-style residential living. Artfully renovated and designed by the architects and engineers at Passero Associates, it now serves as an anchor for this vibrant downtown neighborhood.

Passero Associates is the major tenant in the building, occupying the 1st and 2nd floors. Over 5,000 square feet of commercial retail space is also available on the first floor. The third and fourth floors feature 24 loft-style apartments, with underground parking and a fitness center available for tenant and employee use.

76% of the existing building materials were either recycled, donated, sold, or reused. The existing windows were replaced with energy-efficient windows with historic aesthetics. The interiors have been designed to take full advantage of natural light, reducing the need for artificial lighting. Glass walls throughout the office space allow for an open, modern work environment, which combined with historic and preserved elements, creates a dynamic contrast between the old and the new.

AWARDS

AIA Rochester Design Awards Mayor's Award
America's Best Buildings of the Year Grand Prize
NAIOP Upstate NY Chapter Award of Excellence
ACEC NY Platinum Award, Landmark Society Award of Merit

LEED CERTIFIED PROJECT

Our knowledge, and extensive experience with city staff, gives us unique understanding of project issues and ensures that we will thoroughly examine all potential alternatives and provide the City of Fernandina Beach with an excellent new or renovated facility that will meet the community's needs well into the future.

The Passero team is eager to assist you with this exciting opportunity and will continue to bring the kind of dedication and passion that the City of Fernandina Beach has come to expect from Passero. If you have questions on Passero's qualifications, please contact me directly on my cell at (904) 753-2093, in the office at (904) 757-6106 or via e-mail at aholesko@passero.com. Thank you for the opportunity and your consideration.

Sincerely,

Andrew M. Holesko, CM, MBA
Vice President

Sincerely,

Justin Vollenweider, AIA NCARB CSI-CDT
Project Manager and Senior Architect

SECTION 02
REPRESENTATIVE PROJECTS

SOURCE: PASSERO ASSOCIATES (pictures of previous successful municipal projects)

LIVONIA PUBLIC LIBRARY EXPANSION PROJECT

Livonia, New York

This addition and renovation in Livonia, New York is revitalizing the Town's historic library. The project included a complete renovation of the existing building and an addition to the rear. The entire project is 9,500 SF. The addition houses additional space for books and meeting rooms. The addition also solves handicapped and other accessibility problems with the existing building. The project is an addition to a historic building on a sloped urban site. Challenges included a significant groundwater problem, and creating accessible spaces on two stories. Additional challenges included blending the new addition into the existing building, without competing with the existing building's architecture.

CLIENT:
Town of Livonia
35 Commercial Street
Livonia, NY 14487

CLIENT CONTACT:
Frank Sykes, Library Director
fsykes@pls-net.org

Eric Gott, Supervisor
supervisor@livoniany.org

Angela Grouse, Town Council
ambassadorange@aol.com

PROJECT COST:
$1,750,000

START DATE:
June 2014

COMPLETION DATE:
September 2017

SERVICES PROVIDED:

Architectural Design
Assessment Reports
Code Review
Comprehensive Plans
Cost Estimating
Drainage Design
Environmental Permitting
Feasibility Studies
Governmental Approval Assistance
Historic Preservation
Land Use Study
Landscape/Lighting Plans
Land-Use/Site Development
Master Plan
Meeting & Group
Permit Approvals
Program Management
Public Participation Program
Renovation
Road & Parking Lot Design
SEQRA Compliance
Sewage & Drainage System Design
Site Design & Approval

FERNANDINA FIRE STATION NO. 2

Fernandina Beach, Florida

CLIENT:
City of Fernandina Beach

CLIENT CONTACT:
Dale Martin
City Manager
(904) 310-3100
dmartin@fbfl.org

PROJECT BUDGET
$3,000,000

START DATE:
August 2019

SERVICES PROVIDED:
Architectural Design
Programming
Schematic Design Report
Report Time Analysis
Zoning Analysis
Code Review
Cost Estimating
Feasibility Studies
Space Planning
Topographic Site Survey
Geotech and Geophysical Investigations

KEY PERSONNEL:
Andrew Holesko, CM: Partner in Charge:
Chris Nardone, AIA:; Project Manager:
Justin Vollenweider, AIA: Senior Project Architect

Passero Associates has provided the first phase of the Fernandina Fire Station No. 2 project which includes a needs assessment of the existing facilities, assistance to the fire station committee with development of a building program, confirmed the ideal location for the fire station with the airport, and conceptual designs for the new Fire Station No. 2. The preferred solution consists of an approximately 10,750 GSF dual use fire station at the Fernandina Beach Municipal Airport. The new facility will consist of bunk rooms, kitchen, day room, public meeting room, exercise room, four apparatus bays and support spaces.

FIRST FEDERAL SAVINGS & LOAN ASSOCIATION HEADQUARTERS

132 East Broughton Street, Savannah, Georgia

27,000 square feet

National Register of Historic Places Designation + Historic Tax Credits

Project underway (estimated completion 2022)

DESCRIPTION

Constructed in 1961, the First Federal Savings & Loan Association Headquarters building is a unique and well-preserved example of the International Style designed by Levy & Kiley in the center of Savannah's National Historic Landmark District. The building was purchased by the City of Savannah in 1990 and converted into the Broughton Municipal Building, housing a number of city services. This required a series of alterations to the upper floors for office and conference space while the main floor continued to serve a public use incorporating the existing bank teller counters and layout into the new purpose.

Ward Architecture + Preservation provided preservation services for the rehabilitation of the historic structure and property. Architectural plans were prepared by Lynch Associates Architects for the new owner Columbia Ventures to adaptively reuse the building for a mixed-use, commercial and hotel building. Ward Architecture + Preservation worked with the architects and owners to prepare the rehabilitation tax incentive applications and guided construction to meet the Secretary of the Interior's Standards for Rehabilitation of Historic Structures so as to best preserve significant character defining features. Choate Construction Company was selected as the General Contractor to undertake the construction.

Because the building was constructed in 1961, outside of the period of significance for the Savannah Historic District, Ward Architecture + Preservation prepared all documentation necessary, including a full history of the structure and high-resolution photography, to individually list the property in the National Register of Historic Places (NRHP). This designation is required to obtain state and federal historic tax incentives including a combined 45% tax credit and 8.5-year property tax freeze. The project consisted of historical research, documentation of existing conditions, preservation plan to meet the Secretary of the Interior's Standards and Guidelines for the Treatment of Historic Properties and relevant Preservation Briefs, and assistance as needed through the construction process. The building was determined to be NRHP-eligible in 2019 and the project scope of work approved in 2020 by the Georgia Historic Preservation Division and the National Park Service. Construction is currently underway and is anticipated to be completed in 2021. Official listing in the NRHP will occur post construction and is anticipated for 2022.

PROJECT TEAM

Ward Architecture + Preservation
Columbia Ventures, LLC
Lynch Associates Architects
Choate Construction Co., General Contractor

REFERENCE

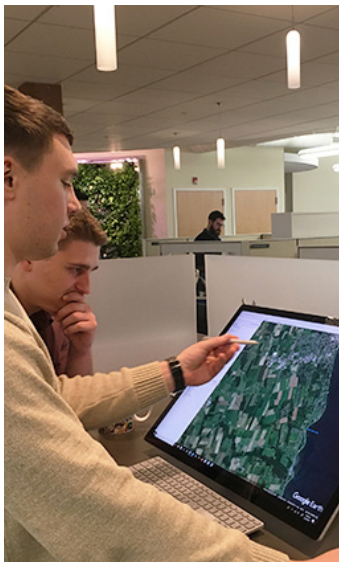
Jakob von Trapp
1718 Peachtree Street NS, Suite 684
Atlanta, Georgia 30309
404 | 867-6920
jvontrapp@columbiaven.com

SECTION 03
COMPANY PROFILE AND PERSONNEL

SOURCE: PASSERO ASSOCIATES (pictures of previous successful historic preservation projects)

FIRM OVERVIEW

SERVICE. SOLUTIONS. RESULTS.



OUR FIRM

Our dedicated staff of over 90 professionals provides high-quality, value-oriented planning, engineering, architectural design, surveying, sustainability, program management, construction administration and inspection services throughout the southeastern, northeastern, and midwestern United States.

Founded in 1972, we proudly serve our clients, partnering with them to achieve their goals. As a full-service professional consulting firm, we have the resources needed to manage all aspects of your project.

Our team will ensure adherence to schedule, quality, and cost. We utilize solid management practices, which create clear communication between all parties. Passero Associates develops projects that our clients can be proud of for years to come.

Providing exceptional service and partnering with our clients to achieve their goals is our objective on every project and with every client. Our commitment is to deliver more than what you may expect from a professional services firm.

PRINCIPAL CONTACT:

Andrew Holesko, CM, MBA: Office (904) 757-6106;
Cell (904) 753-2093; Fax (904) 575-6107; aholesko@passero.com;
4730 Casa Cola Way, Suite 200, St. Augustine, FL 32095

ABOUT US

SERVICES:

Architecture; Historic Preservation; Aviation; Civil Engineering; Structural Engineering; Landscape Architecture; Land Surveying; Grants Administration; Construction Administration and Inspection; and Planning

OFFICE LOCATIONS:

St. Augustine, FL
Rochester, NY
Albany, NY
Dayton, OH
Cincinnati, OH

STAFFING:

Principals: 5
Project Managers: 8
Architects: 24
Landscape Architects: 2
Civil Engineers: 20
Structural Engineers: 3
Transportation Engineers: 8
Forensic Engineer: 1
CAD Technicians: 6
Land Surveyors: 9
Construction Inspectors: 8
Grants Administrators: 2
Planners: 4
Administration: 5
Marketing and Graphics: 3
Information Technology: 2

Our staff possesses the range of skills and experience needed to manage your project, from concept design through construction. We serve our clients with expertise in the following areas:

Pictured: Drone Imaging from Amelia Island Waterfront Resiliency Study

ARCHITECTURAL DESIGN

Our Architects provide complete building design services, from schematic planning to design development and contract documents. We provide complete cost estimates and alternatives to meet demanding budgets.

HISTORIC PRESERVATION

We provide a full range of services to take historic preservation, adaptive reuse, and renovation projects from concept to completion. These include: existing conditions evaluations, sensitive building design, historic rehabilitation tax credit applications, and other local, state, and federal agency reviews.

STRUCTURAL SERVICES

Our in-house structural department provides seamless coordination of quality and innovative builds with expertise in residential, large scale structures, pre-engineered buildings and foundations, parking garages, university structures and additions.

CODE REVIEW

Our architects provide a review noting building code deficiencies and violations. We meet with local code enforcement officials to review deficiencies, provide corrective measures, and provide cost estimates.

BUILDING FACADE RENOVATIONS

Our architects create new and exciting facade renovations for existing buildings, blending with and enhancing the neighborhood, revitalizing an area quickly and with less cost than new construction.

FEASIBILITY STUDIES AND DESIGN REPORTS

Passero helps clients make informed decisions.

- We evaluate alternative design feasibility using current, accurate and computerized cost estimation systems.
- We perform on-site architectural and 3D Design of buildings, grounds, structural, mechanical and electrical systems, fire protection, finishes and accessibility. The reports may include hazardous materials analysis with recommendations for remediation.

RESILIENCY PLANNING AND DESIGN

Passero provides planning and design solutions for buildings, improvements and new facilities that improve the community's ability to "bounce back" after hazardous events such as hurricanes, coastal storms and flooding.

MUNICIPAL ENGINEERING

Our in-house civil engineering department provides seamless integration of all civil engineering needs. Among the services provided:

- Environmental assessment, property audits, soil remediation, OSHA safety inspection and training sessions
- Design of sanitary sewer systems including: evaluation of existing system capacity, financial feasibility, easement acquisition, alternate sewer layout analysis, pump station design, sewer profiles and details.
- Feasibility studies, traffic impact studies, intersection analysis, master planning, traffic signalization and capital improvement programming, land use studies and programming.

PROJECT EXPERIENCE

INSTITUTIONS

Schools, Recreation Centers, Higher Education

COMMERCIAL

Office Buildings, Retail Spaces, Restaurants

MUNICIPAL FACILITIES

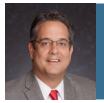
Libraries, Town Halls, Court Facilities, Public Safety Buildings, Highway Garages, Parking Structures, Emergency Response Facilities, Churches

HOUSING

Affordable, Multi-Family, Senior, Student

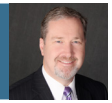
FERNANDINA CITY HALL ASSESSMENT AND DESIGN

City of Fernandina Beach



Andrew Holesko, CM
Principal-in-Charge

Bradley Wente, PE
Director of Technical Services



Justin Vollenweider, AIA, CSI-CDT
Project Manager and Senior Project Architect

Passero Associates
ARCHITECTURE

Christopher Nardone, AIA
Senior Project Architect

Peter Wehner, AIA, LEED AP BD+C
Senior Project Architect

Eduardo Navarro, AIA, LEED AP BD+C
Senior Project Architect

Emily Connors, Assoc. AIA, CSI-CDT
Historic Preservation

Passero Associates
ENGINEERING

Patrick Williams, PE, SE
Structural Department Manager

Jayce Grefrath, PE
Structural Engineer

Laura Pavone
Structural Engineer

Dave Cox, MBA, PE
Senior Civil Engineer

Tim Harris, PE
Senior Civil Engineer

Passero Associates
ENGINEERING

Matthew Singletary, PE
Senior Civil Engineer

Bruce Bradley, Jr., EI
Civil Designer

Harrison Korb, EI
Civil Designer

Matt Nissen, PE
Civil Engineer

Matt Newcomb
Civil Engineer

Ward Architecture + Preservation
HISTORIC SPECIALIST

Sarah Ward, AICP, LEED AP
Preservation Principal + President

Colleen E. Willoughby, MPS
Historic Preservation Associate

Promus
M/E/P

Darin Frick, PE, CxA, CEM, LEED AP
Principal

Kurt Burrell, PE
Senior Engineer

JUSTIN VOLLENWEIDER, AIA, CSI - CDT, NCARB

Senior Project Architect and Project Manager

Justin is a Licensed Professional Architect with over 12 years of Architectural Design expertise for various types of projects including: New Construction, Renovations, Historic Renovations, and Airports. He is also experienced in the areas of conceptual design, space planning, programming, budgeting, consultant selection and management, design and construction management.

EDUCATION

B.S. degree in Architectural Technology from Alfred State College

Completed NCARB (IDP) Intern Development Program

PROFESSIONAL REGISTRATIONS

NCARB Certified

Licensed Professional Architect: New York, Florida, Vermont and Georgia

Construction Documents Technologist (CDT) Certification by Construction Specifications Institute (CSI)

PROFESSIONAL AFFILIATIONS

Member Construction Specifications Institute

Member of AIA

Member of NCARB

Former member of the City of Geneva Planning Board

REPRESENTATIVE PROJECT EXPERIENCE

Livonia Public Library, Livonia, New York — Project Architect responsible for an addition and renovation revitalizing the Town's historic library. The project included a complete renovation of the existing building and an addition to the rear. The entire project is 9,500 SF. The addition houses additional space for books and meeting rooms. The addition also solved handicapped and other accessibility problems with the existing building.

Bridge Square Building, Rochester, NY — Job Captain for $6.7M renovation of a 110-year-old former factory and school building into 67,000 square feet of office space, retail, and loft-style residential living in downtown Rochester. Passero Associates is the major office tenant in the building, occupying the 2nd floor and part of the first floor. Over 5,000 square feet of commercial retail space is available on the first floor. The third and fourth floors feature 24 loft-style apartments, with underground parking and a fitness center available for tenant use. Gold LEED certified by the United States Green Building Council.

Fire Station No. 2 (Relocation Study - Programming - Design), City of Fernandina Beach, Fernandina Beach, FL — Sr. Project Architect for Fire Station No. 2 at Fernandina Beach Municipal Airport. Project planning, programming and conceptual design is underway at this time. The conceptual design currently consists of an approximately 10,750 GSF dual use fire station that will consist of bunk rooms, kitchen, day room, public meeting room, exercise room, four apparatus bays and support spaces.

Hangar 1 Bistro, St. Augustine, FL — Senior Project Architect responsible for conversion of an abandoned second floor suite into a new contemporary restaurant. Project also consisted of the addition of two enclosed exterior balconies adding approximately 600 square feet of restaurant space.

Innovative Imaging, LLC, Jacksonville, FL — Senior Project Architect responsible for conversion of an abandoned bank building into a new Imaging center for MRI, CT and X-Ray imaging.

Wilmot Castle Renovation at 1255 University Ave., Rochester, NY (2016-2017) — Project Architect for historic tax credit project that created loft style apartments, commercial space, and indoor parking in a 101,000 SF former manufacturing facility. It features entrances on both University Avenue and Sager Drive for commercial spaces, private access for residents, and the conversion of existing area wells into a light-filled, two story atrium from which the apartments are accessed. Two unique units include living space in a third floor addition and a rooftop terrace that takes advantage of a view of the Rochester city skyline.

Irondequoit Public Library, Irondequoit, NY — Job Captain for a new library that replaced two branches in the existing system. This 38,700 SF building is centrally located, reinforcing the original vision for the civic campus which included a library adjacent to City Hall. The new library enhances the symbolic and physical heart of the community, and is a source of pride for the entire Monroe County Library System. As a piece of civic architecture, it contributes to Irondequoit's image in the community, region, and state. *APWA Genesee Valley Chapter Project of the Year Award*

Pittsford Recreation and Community Center, Pittsford, New York — Project Architect responsible for schematic design services for a new facility to serve as a recreation and community center for Town residents. The 38,500 SF, $5.4 million building is currently in the planning stages. Current plans call for new parking to the east, a service drive to the west, and several additions including a gymnasium, entrance lobby, and commercial kitchen. The project also entails the rejuvenation of the existing building by providing new mechanical systems, new lighting and electric, new toilet rooms, and reworking the existing spaces to better serve as multi-purpose and multi-function type spaces. These multi-purpose spaces will serve various needs including a senior center, K-Wrap, dance class, and various other community programs.

KEY PERSONNEL

Over 30 Years of experience.

ANDREW M. HOLESKO, CM

Project Officer

Andrew has more than 30 years experience in municipal, business, operations, and program management and has been involved in more than 50 planning and development projects in eleven states. Andrew is responsible for the planning and development of a wide range of aviation, municipal, environmental, economic development, transportation and business development projects. His responsibilities include managing all phases of planning and development projects, including program management, financing, administration, design construction and closeout.

EDUCATION:

MBA, Transportation, Syracuse University

BS, Aviation Business Administration, Embry-Riddle Aeronautical University

Veteran, U.S. Army (UH-1 Flight Crew Chief)

CERTIFICATIONS/PROFESSIONAL CREDENTIALS:

- Adjunct Professor, Embry-Riddle Aeronautical University (25 years)

Over 24 Years of experience.

BRADLEY J. WENTE, PE

Director of Technical Services

Brad has 24 years of municipal engineering and consulting experience focused on planning, design, and construction projects ranging from $500,000 to $50,000,000 in size. He is experienced in program development, grant procurement, project management, development of contract documents and technical specifications, schedules and project budgets. He also is experienced in infrastructure and site planning, design, quality assurance, cost estimating and regulatory permitting. Brad is responsible for project scheduling and delivery, QA/QC programs, staff management / training / development and business development support.

EDUCATION:

MS, Civil Engineering, BS, Civil Engineering, University of Illinois

CERTIFICATIONS/PROFESSIONAL CREDENTIALS:

- Registered Professional Engineer: Georgia, Florida, Illinois, Ohio
- Member, National Council of Examiners for Engineering and Surveying (No. 40665)
- Certified, OSHA Construction Safety and Health, United States Occupational Safety and Health Administration, 2006

KEY PERSONNEL

Over 25 years of experience.

CHRISTOPHER NARDONE, RA

Senior Architect / Building Construction Manager

Chris has more than 25 years of diverse Architecture and Building Construction experience as a project leader responsible for all aspects of design and construction management, including expertise in multi-million dollar projects for both private and public clients. Christopher has served as a Project Manager during all phases of design and management of complex airport, municipal, residential, commercial, educational, healthcare, industrial and transportation projects.

EDUCATION:

Bachelor of Architecture, Cum Laude, New York Institute of Technology

CERTIFICATIONS/PROFESSIONAL CREDENTIALS:

NCARB; Licensed Professional Architect: Florida; AIA: Florida, Georgia, Vermont

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Over 30 years of experience.

PETER WEHNER, AIA, LEED® AP BD+C

Associate and Architecture Department Manager

Peter is the Architecture Department Manager for Passero Associates, and has work experience in Architecture, Construction, and Design-Build due to his varied careers in all of those fields. He is also an expert in renovations, with a focus on historic preservation, and has designed many award-winning historic renovation projects. Peter has extensive experience in public and municipal projects and excels at the administration of separate prime contracts. He works to smooth the construction process and eliminate change orders and delays. Peter serves as a Town Councilman for the Town of Irondequoit, teaches Professional Practice in the Graduate School of Architecture at Rochester Institute of Technology, and is an Executive Member of the New York State American Institute of Architects, representing 9,500 New York State Architects.

EDUCATION:

Master of Architecture Degree and Bachelor of Arts Degree, Design, Clemson University

CERTIFICATIONS/PROFESSIONAL CREDENTIALS:

Licensed Professional Architect: New York, Pennsylvania, Massachusetts, Ohio, Vermont, Connecticut and Florida; LEED® Accredited Professional ; NCARB Accredited

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Over 10 years of experience.

EDUARDO NAVARRO, AIA, LEED® AP BD+C

Senior Project Architect

Eduardo has played a central role in the design and construction of projects and has been involved in all phases of project development, from schematics through construction, working directly with clients, contractors, and consulting team members. He is a Licensed Professional Architect with over 13 years of Architectural design experience for various types of projects including K-12, Higher Education, Performing Art, Civic, Multi-Family Housing, and Retail projects.

EDUCATION:

Master of Architecture Degree (M. Arch I) and Bachelor of Architecture, Tulane University

CERTIFICATIONS/PROFESSIONAL CREDENTIALS:

Licensed Professional Architect: California and New York; LEED® Accredited Professional; NCARB Accredited

KEY PERSONNEL

Over 5 years of experience.

EMILY CONNORS, ASSOC. AIA, CSI-CDT

Job Captain II / Historic Preservation Specialist

Emily has over five years of Architectural Design experience on a variety of residential, municipal and institutional projects. Emily holds a masters degree in Historic Preservation and is an expert in all types of preservation projects. Additionally, Emily leads all of our funding efforts for these types of projects, and has had numerous buildings listed on the National Register of Historic places.

EDUCATION:

Master of Historic Preservation, University of Maryland

B.S. Architectural Technology, Alfred State, SUNY College of Technology

CERTIFICATIONS/PROFESSIONAL CREDENTIALS:

Associate member of the American Institute of Architects

Over 10 years of experience.

PATRICK WILLIAMS, PE, SE

Structural Department Manager / Senior Structural Engineer

Patrick is the Structural Department Manager for Passero Associates and is a Licensed Professional Engineer and Structural Engineer with over 13 years of experience as a structural engineer, and 15 years as a professional in the construction industry both domestically and abroad. He has been in responsible charge for the design and construction of low to mid-rise structures for federal and local government, municipal, healthcare, senior living, multi-family, industrial, aviation and higher education facilities utilizing primarily cast-in-place and pre-stressed concrete, masonry, steel (hot-rolled and cold-formed) and wood/timber structural systems. Projects encompass new construction, renovations and the retrofit of existing structures often located within moderate to high seismic or high wind velocity regions. Patrick is involved in all phases of design starting in conceptual evaluation and schematic design through construction documents and construction administration.

EDUCATION

Bachelor of Science in Civil Engineering with Structural Emphasis
Minor: Engineering Management, Old Dominion University, Norfolk, VA

Graduate Studies: Structural Engineering Studies, Missouri University of Science and Technology, Rolla, MO

Business Administration Studies, Liberty University, Lynchburg, VA

PROFESSIONAL REGISTRATIONS

Licensed Professional Engineer in the States of New York and Virginia; Licensed Structural Engineer in the State of Nevada; NCEES Credentialed; Certified Post-Disaster Safety Assessor by the California Office of Emergency Management (CalOES)

Over 10 years of experience.

JAYCE D. GREFRATH, PE

Senior Structural Project Engineer

Jayce has been working as a Structural Engineer for ten years. He has coordinated the structural drawing setup with architectural, mechanical, electrical and plumbing in addition to full design of foundation plans and framing plans. Jayce has been a licensed PE since 2013.

EDUCATION:

Bachelors of Science, Civil Engineering, University at Buffalo

CERTIFICATIONS/PROFESSIONAL CREDENTIALS:

Licensed Professional Engineer, New York, Ohio, Florida, Georgia, Indiana, Maryland

KEY PERSONNEL

Over 3 years of experience.

LAURA PAVONE

Structural Engineer

Laura is a Civil and Structural Engineer at Passero Associates . Laura is part of the structural engineering group. She works on institutional, commercial, municipal and residential projects.

EDUCATION:

MS Earthquake Engineering IUSS Pavia – Pavia Italy University of Patras – Patras Greece, Erasmus Mundus Master in Earthquake Engineering and Engineering Seismology (MEEES) Program

BS Civil Engineering, SUNY University at Buffalo, Buffalo, NY

Over 10 years of experience.

MATT SINGLETARY, PE

Senior Engineer

Matt is a civil engineer with a major focus on both the design and construction aspects of projects. He has over ten years of experience in the engineering/construction field.

EDUCATION:

MS, Civil Engineering, Florida State University, Tallahassee, FL

BS, Civil Engineering, Florida State University, Tallahassee, FL

TRAINING AND CERTIFICATIONS:

Professional Engineer, Florida
Completed FES/FICE Stormwater Permitting Seminar
FDOT Statewide Pavement Management Program's Airfield Pavement Inspection and Basic Distress Repair Training
International Friction Pavement Association's Friction Training Course

Over 3 years of experience.

BRUCE BRADLEY, JR., EI

Project Engineer

Bruce is a civil engineer with a focus on design and construction aspects of municipal projects. He has over three years of experience in the engineering field.

EDUCATION:

Bachelor of Science, Civil Engineering, University of North Florida

Pursuing Master of Science in Civil Engineering

TRAINING AND CERTIFICATIONS:

National Society of Black Engineer (NSBE), Vice President
Passed FE exam, Certified Engineer
Intern, EIDistress Repair Training
International Friction Pavement Association's Friction Training Course

Ward Architecture and Preservation

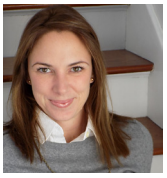
ward
architecture
+preservation

Ward Architecture, PC is an award-winning, full-service architectural firm focused on preservation and design solutions to meet our client's needs and provide compatible and appropriate results for our built environment. Based in Savannah, Georgia, our firm specializes in preservation planning and rehabilitation of historic buildings throughout the Southeast. Experience with design review, the National Register of Historic Places (NRHP), and Section 106 of the National Historic Preservation Act, provides a strong foundation for documentation and protection of historic properties and sensitive design approaches to infill and rehabilitation projects.

Established in 2010, Ward Architecture is a woman-owned business, built on strong values of integrity, customer service and client satisfaction. The firm is operated by husband and wife duo, Josh and Sarah Ward, and the two share more than 37 years of combined experience. Doing the right thing and repeat business are two points of pride they aim to achieve in every project. With expertise in both architecture and historic preservation, the team at Ward Architecture collaborates to develop creative results and provides preservation and design solutions to enhance surrounding context. Ward Architecture's expertise exceeds the National Park Service Professional Qualification Standards for historic preservation published in the Code of Federal Regulations, 36 CFR Part 61. We are a certified Small Business Enterprise (SBE) through the City of Savannah.

Ward Architecture works with a broad range of property owners, developers, government bodies, non-profit agencies, and communities in the southeast. Because we are a small business, we often provide assistance to other firms as a consultant performing building conditions assessments, rehabilitation, historic preservation tax credits, review of local and national preservation standards and guidelines, documentation and research.

Our team of professionals maintains a high level of qualifications allowing us to provide a range of design and preservation services. Historic preservation areas of expertise include: National Register Nominations, Historic Tax Credit Assistance, Documentation and Research, Historic Resource Surveys, Measured Drawings, HABS/HAER Documentation, Building Conditions Assessments, Historic Structures Reports, Section 106 Compliance and local, state and federal government consultation.



SARAH P. WARD AICP, LEED AP

Preservation Principal + President

PROFESSIONAL SUMMARY

Sarah Ward is the President and Preservation Principal for Ward Architecture + Preservation. She specializes in historic building assessments, rehabilitation plans, historic preservation tax credits, review of local and national preservation standards and guidelines, documentation and research. Sarah has over 20 years of experience in the field of historic preservation focused in the Southeastern United States. Her experience with the National Register of Historic Places, Tax Incentives, Section 106 of the National Historic Preservation Act, and design review provides a strong foundation for documentation and protection of historic properties and sensitive design approaches to infill and rehabilitation projects. Through her education and experience, Ms. Ward exceeds the National Park Service Professional Qualification Standards for historic preservation published in the Code of Federal Regulations, 36 CFR Part 61.

EDUCATION

M.F.A.	2001 Savannah College of Art and Design (SCAD), Savannah, Georgia, *Historic Preservation*
B.A.	1998 University of Tennessee, Knoxville, *Art History*

PROFESSIONAL EXPERIENCE

2013 - Present	Preservation Principal & President: Ward Architecture + Preservation, Savannah, Georgia.
2005 – 2013	Director of Historic Preservation, City Preservation Officer, Historic Preservation Planner, and Historic Preservation Specialist: Metropolitan Planning Commission, Savannah, Georgia.
2003 – 2005	Senior Architectural Historian: Archaeological Consultants Inc., Sarasota, Florida.
2004	Adjunct Instructor: The Art Institute of Tampa, Florida.
2001 – 2003	Preservation Specialist: Design, Development, & Preservation Division of the City of Charleston, South Carolina.
2000 – 2001	Preservation Planning Consultant: Coastal Heritage Society, Savannah, Georgia.

HONORS

Georgia Trust for Historic Preservation: *2018 Excellence in Rehabilitation* award for the Hermes'-Gottlieb's Bakery at 1601 Bull Street, Savannah

Savannah Chapter of the American Institute of Architects: *Citation of Excellence*

Historic Savannah Foundation: 2019 *Preservation Award for the Brigham Apartments at 245 Bull Street, Fort Screven Commissary and Quartermaster's Office at 34 Van Horn Street, Curry-Miller-Byrd Boarding House at 16 Izlar Avenue,* 2018 *Preservation Award for 20 West Taylor Street and 217 West 36th Street;* 2017 *Preservation Award for the Hermes'-Gottlieb's Bakery at 1601 Bull Street, Savannah;* 2016 *Preservation Award for 148 Price Street, Savannah*

PROFESSIONAL AFFILIATIONS

American Planning Association, American Institute of Certified Planners, Georgia Chapter of the American Planning Association

Savannah Development and Renewal Authority (SDRA) Planning / Advocacy Committee, 2015-2017

Savannah State University, Master of Science in Urban Studies and Planning (MSUSP) External Advisory Committee, 2015-2017

COLLEEN E. WILLOUGHBY, MPS

Historic Preservation Associate

PROFESSIONAL SUMMARY

Colleen Willoughby is a Historic Preservation Associate for Ward Architecture + Preservation, a firm focused on compatible design solutions that respect their history and context. We provide assistance to governments, organizations, individuals and collaborate with firms on historic resource surveys, historic building assessments, rehabilitation, historic preservation tax credits, review of local and national preservation standards and guidelines, documentation and research. Ms. Willoughby joined Ward Architecture + Preservation in 2017 to aid with documenting structures, property research, historic rehabilitation tax incentives, and survey.

PROFESSIONAL EXPERIENCE

2017 - Present — Historic Preservation Associate: Ward Architecture + Preservation, Savannah, Georgia.

- Support the development and submission of federal and state tax credit applications to rehabilitate local historic properties:
  - Gather property research using Chatham County Schreck Index, Cadastral Surveys, County Property Records, City Directories, Sanborn Fire Insurance Maps, and both Metropolitan Planning Commission and Georgia Historical Society Archives
  - Measure properties to aid preparation of as-built architectural drawings
  - Photograph historic properties, produce detailed photo labels, and key the photos to maps and floor plans
  - Write detailed and compelling narratives for state and federal tax credit applications
- Stay knowledgeable of all local, state, and federal requirements to support an average submission of 10-15 applications annually. On average, 95% of applications are granted
- Enter survey forms into the GNAHRGIS database for the update to the Cuyler Brownsville survey
- Compiled and composed materials for Section 106 review process for a prominent Savannah landmark

2014 – Present — Project Manager: Willoughby and Crane Consulting, Savannah, Georgia.

- Support data entry and cost report trainings for over 250 child placing agencies and child caring institutions for Title IV-E funding compliance to maintain federal funding

2013 – 2017 — Licensed Historic Tour Guide: Convention Consultants, Savannah, Georgia

- Lead customized guided walking and driving tours of the Savannah historic districts

2013 – 2014 — Owens Thomas House Interpreter: Telfair Museums, Savannah, Georgia

- Conducted tours and programs focused on the Nineteenth Century English Regency home in the Landmark Historic District highlighting social history, architecture, decorative arts, and technology

PROMUS
a stewardship company

PROMUS Engineering is a multi-discipline consulting engineering firm supplying services in mechanical, electrical, lighting, plumbing and fire protection design as well as energy consulting. Our goal is to provide energy efficient designs which meet the budgets set forth by our clients. Our business model is simple. Each design is considered as if we will own and operate the facility. We call this engineering stewardship. In addition, Promus employs the use of Building Information Modeling through the Revit platform for realizing the benefits of added design coordination and reduced costs in construction and operation.

Professional Profile

Mechanical Engineering

Mechanical engineering is an important aspect of our stewardship focus. Many system options offer a wide variety of solutions. Each design must be carefully evaluated to identify the most appropriate system to achieve comfort, efficiency and budget goals. We deliver specialist services in the areas of:

- Heating, Ventilation and Air Conditioning (HVAC)
- Building Automation Systems and Controls
- Building Energy Modeling and Energy Audits
- Mechanical and Natural Ventilation

Electrical Engineering

Electrical engineering requires continued innovation to remain current with today's ever-changing power demands. Well-conceived electrical designs provide for both current and future needs of clients. Stewardship focus keeps us in close communication with those who inherit the designed facility. We deliver specialist services in the areas of:

- Power Distribution
- Emergency/Standby Power and Uninterruptible Power Supply (UPS)
- Equipment Connections and Practical Device Placement
- Lighting Design and Control
- Grounding / Lightning Protection
- Mission Critical Infrastructure and Distribution
- Load Analysis and Utility Rate Analysis

Plumbing Engineering

Plumbing engineering involves innovation to achieve client's water use goals. We deliver specialist services in the areas of:

- Piping Systems
- Water Heating Systems
- Water Conserving Fixtures

Energy Consulting

Energy efficient design is inherent in the design services we offer, but often certain projects may wish to achieve LEED certification, or an owner may want to evaluate their building's energy usage and system upgrade options. Our services include:

- Building Commissioning
- Building Energy Modeling & Energy Audits
- Lighting & Mechanical System Controls
- LEED Certification

Fire Protection Engineering

Fire protection requires extensive knowledge of building codes and fire safety. We assist project teams in system requirements and design. We deliver specialist services in the areas of:

- Fire Alarm Design
- Automatic Sprinkler and Fire Pump Design
- Smoke Control System Design

PROMUS

Darin Frick

P.E., CxA, CEM, LEED A.P.

Principal | Founded Promus in 2009

Profile

Name
Darin Frick
Phone
678.246.5162
Email
darin.frick@promus.us

Education

Bachelor of Science in Mechanical Engineering
Pensacola Christian College
Pensacola, Florida

Memberships

ASHRAE - American Society of Heating, Refrigerating, and Air Conditioning Engineers
IEEE- Institute of Electrical and Electronics Engineers
NSPE- National Society of Professional Engineers
USGBC- United States Green Building Council

Summary

Darin has over 22 years of engineering experience in mechanical, electrical, plumbing, and fire protection systems. He has an extensive background in both the HVAC and electrical fields which provides a single source for client consultation and interaction. Darin started his engineering career as an HVAC designer for a contracting firm and later moved into HVAC sales. His sales experience has helped him develop needs assessment skills valuable to our clients. He began working for Kamm Consulting in 1997 as a Mechanical Designer and moved into a Senior Project Manager role in 1998. In 2006 he moved to Atlanta and became a Managing Principal for Kamm Consulting before co-founding Promus, Inc. in 2009. His client focus and role as client advocate throughout the project cycle add immeasurable value to the overall solution.

Experience

August 2009 - Present
Principal
Promus Inc. - Atlanta, GA
May 2006 - July 2009
Managing Principal
Kamm Consulting - Atlanta, GA
July 1998 - May 2006
Sr. Project Manager
Kamm Consulting - Deerfield Beach, FL
February 1997 - July 1998
Mechanical Designer
Kamm Consulting - Deerfield Beach, FL
August 1995 - February 1997
Mechanical Designer
Yonge & Klocke - Pensacola, FL

Licenses & Certifications

Professional Engineer – State of Virginia
Commissioning Authority – AABC Commissioning Group
Certified Energy Manager – Association of Energy Engineers
LEED™Accredited Professional – United States Green Building Council

Kurt Burrell

P.E.

Senior Mechanical Engineer | Joined Promus in 2014

Profile

Name
Kurt Burrell
Phone
678.466.7434
Email
kurt.burrell@promus.us

Education

Bachelor of Science in Mechanical Engineering
Pensacola Christian College
Pensacola, FL

Summary

Kurt received his Bachelor of Science in Mechanical Engineering from Pensacola Christian College in 2014. After graduation, he was hired at Promus in June of 2014. He has almost 6 years of experience designing with Promus. He leads our team in Mechanical Engineering as well as works in Plumbing Design. His attention to detail and efficiency have been a huge asset to Promus over the years, and he continues to excel in his field. He received his P.E. license in Florida at end of 2019 and continues to work to learn more about Engineering.

Experience

June 2014 - Present
Mechanical Engineer
Promus Inc. - Atlanta, GA

June 2013 - January 2014
Engineering Intern
Alto Products Corp. - Atmore, AL

June 2013 - January 2013
Engineering Intern
Kubota - Gainesville, GA

Licenses & Certifications

Professional Engineer - State of Florida

SECTION 04
ADDITIONAL INFORMATION

SOURCE: PASSERO ASSOCIATES (pictures of previous successful historic preservation projects)

AWARDS

FDOT Project of the Year

AIA Florida 8th Place People's Choice Award

GENERAL AVIATION TERMINAL BUILDING

Fernandina Beach Municipal Airport, Fernandina Beach, Florida

This Aviation-themed General Aviation Terminal Building at Fernandina Beach supports airport management and operations staff, as well as the Fixed Base Operator (FBO) facilities, including adjacent public meeting rooms and a 2nd story observation deck. The building theme is modeled after the rich aviation history of the airport, using the WWII-era F4U "Corsair" as the vision for the Terminal.

CLIENT:
City of Fernandina Beach

PROJECT COST:
$4.4 Million

COMPLETION DATE:
August 2018

CLIENT CONTACT:
Dale L. Martin, City Manager
Nathan Coyle, Airport Manager
204 Ash Street
Fernandina Beach, Florida
(904) 310-3101
dmartin@fbfl.org
ncoyle@fbfl.org

SERVICES PROVIDED:
Architectural Design
Engineering Design
Project Management
Construction Administration

AMELIA RIVERFRONT-ENGINEERING/RESILIENCY STUDY

Fernandina Beach, Florida

Passero Associates is providing the City an Engineering/Resiliency Study related to riverfront improvements, supporting further development of the Amelia Riverfront Marina Park which will be part of the 1.1 mile Flood Protection-Line from the Port of Fernandina down N. Front St. along the Marina Riverfront and down S. Front St. to the Rayonier Plant. The project also includes Risk Analysis of varying elevations along the Flood Line and how these elevation impact the City's Downtown. The end goal is to provide recommended shoreline stabilization and infrastructure solutions to protect the City from natural hazards which include; Wind and Wave Analysis, Sea Level Rise, Storm Surge, Stormwater, Subsidence along waterfront by improving and/or replacing existing systems.

CLIENT:
City of Fernandina Beach

PROJECT COST
TBD

CONTACT PERSON:
Dale Martin
City Manager
(904) 310-3103
dmartin@fbfl.org

SERVICES PROVIDED:
Drone Modeling
Stabilization and Risk Analysis
Civil Engineering/Resiliency Design
Geotechnical and Geophysical Investigations

CENTRAL GARAGE

Fernandina Beach, Florida

The City's Public Works Department conducts daily and "heavy" maintenance on the City's fleet of service vehicles. The previous central garage has outlived its useful life and was in need of replacement as well as additional area to save the City's maintenance needs.

Passero's engineering and architectural team designed the replacement of the existing outdated structure with a new 10,000 square foot pre-engineered metal building that will accommodate 7 truck service bays (approximately 7,400 square feet) in the service area. The building includes an operations office, break room, toilet room, tire & fluid storage rooms and a 3,250 square foot parts mezzanine.

CLIENT:
City of Fernandina Beach

PROJECT COST:
$350,000

COMPLETION DATE:
May 2002

CONTACT PERSON:
Dale Martin
City Manager
(904) 310-3103
dmartin@fbfl.org

SERVICES PROVIDED:
Architectural Design
Engineering
Construction Administration

SUNY BROOME COMMUNITY COLLEGE CULINARY CENTER

Binghamton, NY

The former Carnegie Library in Binghamton, NY is on the registry of National Historic Places and is an important downtown presence for the College. Passero Associates designed the building for a change of use from a library to a technologically advanced Culinary Institute, while still honoring the buildings historic character. Achieving the balance between modern function and historic preservation required innovative design and construction methods. The prominence of the building and its historic nature required local, SHPO and NPS review.

CLIENT:
SUNY Broome

COMPLETION DATE:
Fall 2019

PROJECT COST:
$11.9M

CLIENT CONTACT:
Dave Ligeikis
Director of Campus Operations
SUNY Broome Community College
Ligeikisd@sunybroome.edu
(607) 765-9710

SERVICES PROVIDED
Architectural Design
Facility Assessment
Historic Preservation
Program Management
Space Planning

HISTORIC ADMINISTRATION BUILDING

Niagara Falls, New York

The rehabilitation of this existing building into nine affordable apartments, the property management offices, and community center was the centerpiece of a scattered-site neighborhood revitalization project. The historic, classical revival, former school administration building was originally constructed in 1928 and remained in use through 2008.

CLIENT:
NYS DHCR and HHAP

PROJECT COST
$8,700,000

COMPLETION DATE:
October 2016

SERVICES PROVIDED:
Architectural Design
Civil Engineering Design

WILMOT CASTLE BUILDING - RENOVATION

Rochester, New York

The Wilmont Castle Building located at 1255 University Avenue, is a historic tax credit project that created loft-style apartments, commercial space, and indoor parking in a 101,000 SF former manufacturing facility. Prior to the renovation, many of the historic features had been covered. The project included re-exposing and restoring the original heavy timber and masonry structure and refinishing hardwood floors. Historic replica windows were a key aspect of the design, restoring the look of the exterior, providing modern energy efficiency and were utilized in the conversion of existing area wells to create a light-filled, two story atrium from which the apartments will be accessed.

AWARD
Western New York Landmark Society Award of Merit

CLIENT:
Park Grove Realty, LLC

PROJECT COST:
$6M

COMPLETION DATE:
September 2017

CONTACT PERSON:
Andrew Crossed,
Managing Partner
acrossed@parkgrovellc.com
(585) 434-4762

SERVICES PROVIDED:
Architectural Design
Historic Preservation
Renovation
Construction Administration

SECTION 05
ADDENDUMS AND EXHIBITS A-H

SOURCE: PASSERO ASSOCIATES (pictures of previous successful historic preservation projects)

SILLING
ARCHITECTS

Qualification Proposal

CITY OF FERNANDINA BEACH, FLORIDA
RFQ 2020-01
CITY HALL ASSESSMENT AND DESIGN

March 13, 2020

"AS AN EXPERIENCED FACILITY MANAGER, I STRONGLY RECOMMEND SILLING ARCHITECTS AND THEIR EARLY APPROACH TO EARLY COURTHOUSE PLANNING AND PROGRAMMING. THEY HAVE DEEPLY INVESTED THEMSELVES IN OUR PROJECT AND UNDERSTAND THE COURTHOUSE OPERATIONS AT DEPTH."

Kyle Bilafer, Cabarrus County NC Area Manager of Operations

TABLE OF CONTENTS /

SECTION 1
Cover Letter

SECTION 2
Previous Work Examples

SECTION 3
Key Staff Background

SECTION 4
Project Approach

SECTION 5
Firm + Individual Licenses
Addendums 1-3
City Exhibits A-H

Cover Letter

DOWNTOWN

SILLING
ARCHITECTS

t (304) 346-0565
e info@silling.com
w silling.com

March 13, 2020

City of Fernandina Beach
Attn: City Clerk's Office – RFQ# 2020-01
204 Ash Street
Fernandina Beach, FL 32034

Re: CITY OF FERNANDINA BEACH, FLORIDA
RFQ 2020-01
CITY HALL ASSESSMENT AND DESIGN

Dear Selection Committee Members,

Silling Architects is pleased to submit our Qualifications to the City of Fernandina Beach, Florida to provide professional architectural and engineering services for the Assessment and Design of Municipal Government Administrative Operations Facilities project. We appreciate the clear approach to this process as outlined in the RFQ, and recognize that our greatest value in service to the City lays first in identifying, documenting, communicating, and assisting in building a consensus understanding of, and belief in, the **NEED** for this Project. In our experience, the most successful realization of these types of projects are founded on a shared understanding of purpose and priorities among officials, along with insistency and support from the people that they serve.

CIVIC ARCHITECTURE

Our firm is one of the oldest and longest continuing architectural practices in the eastern United States with origins dating from 1902. Over the last twenty-five years, we have become a leading **Justice + Civic** architecture firm with a deep portfolio of local governmental, courts, and public safety work throughout a number of states. This experience includes over **60 county and municipal projects** in six states totaling **over 1.7 million square feet** with a combined construction cost valued at **over $475 million.**

EXPERIENCE IN FERNANDINA BEACH

Additionally, our firm has been invested in study in **Fernandina Beach** for the last several years having served as the Architect of Record for the **Lofts on Fifth**, an exciting adaptive reuse project located on N. Fifth Street in the Historic District. We have enjoyed engaging with the Technical Review Committee, Historic District Council, and city planning and building officials as the project has moved through the design review process to permitting approval.

We see in the downtown core of Fernandina Beach a place with clear identity, rooted in contexts of both place and time, and painted in a palette of scale, proportion, and delicacy that make it a target in the re-urbanization of the southern city. Irrespective of the location, size, budget, or complexity of this Project's solution, we would approach it with the commitment that the spirit of place must be preserved and nurtured, and that new cultural, community, and economic growth can be supported within the framework of the strong, legacy identity of your city.

OUR LOCAL CONSULTING PARTNERS

We have assembled a highly-talented team of local consulting firms who will provide site/civil, environmental, land development, structural, mechanical, electrical, plumbing and fire protection, and telecommunications design expertise for the project:

Land development services will be provided by **GAI Consultants' Jacksonville** office, who led the development of the City of Fernandina Beach's Stormwater Master Plan Update in 2016. Their firm delivers award-winning engineering, planning, and environmental expertise to energy, transportation, development, government, and industrial clients worldwide. Previously, Silling Architects has collaborated with GAI on dozens of projects throughout the southeast and mid-Atlantic regions.

The **Jacksonville, FL** office of **TLC Engineering Solutions** provides high-performance MEP and structural engineering design, consulting and energy services to a multitude of governmental and institutional clients throughout Florida and beyond. Their highly qualified team of 390+ professionals across eight offices in Florida includes professional engineers, LEED-accredited professionals and ACG-registered commissioning authorities, coupled with specialists in acoustics, energy management and technology.

CHALLENGES + OPPORTUNITIES

You are likely addressing what so many of our past and current local governmental clients are faced with as you consider the suitability of your facilities to the demands of modern civic space; inappropriate amounts and qualities of space; locations in multiple facilities; outdated central building systems; energy inefficiency; outdated technology; accessibility shortcomings; poorly organized facilities that demand larger security staff or systems; limited record storage capacity – and on and on. An outdated Municipal Government Administrative Operations Facility can present critical issues that undermine the mission of delivery of services to your citizens.

We employ a disciplined, informed, and proven methodology that has been developed to logically address the challenges you face, and we bring industry leading experience and talent to the process. Equally important, we believe our culture of servanthood and stewardship align with the core values of Fernandina Beach City Government. We invite you to review our overall qualifications and experience, and we hope that you would call on some of our past municipal and county clients to get a greater sense of the **leadership** and **service** you can expect from the Silling team. We look forward to the opportunity to meet with the selection committee in person to discuss our approach to your project.

Respectfully Submitted,

Jody S. Driggs, AIA
Principal

Previous Work

Lofts on Fifth

FERNANDINA BEACH, FLORIDA

PROJECT TYPE
Adaptive Reuse
Urban Housing

SIZE
21,500 gsf

CONSTRUCTION COST
Withheld at Owner's Request

STATUS
Construction Phase

Situated in the historic district of downtown Fernandina Beach, this project adaptively reuses a non-contributing, vacant three-story masonry structure to deliver nine new urban housing units.

The existing, historically inappropriate classical front porch will be removed and all window systems will be replaced. Additions to the building exterior include a new entry covering, new private cantilever balconies, and a new rooftop penthouse providing shared space for all unit owners as well as private roof gardens for the top floor residents.

Requiring and receiving approval from the Fernandina Beach Historic District Council, the design language of the new elements comply with the intent of the National Parks Service Historic Design Guidelines while complimenting the character of the original 1960 era building. New exterior elements are minimal, slightly pulled away and separated from the original construction in their placement and detailed to convey a clear distinction between old and new. Modern, relevant materials appropriate to a current urban housing aesthetic are used throughout the project.

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Martinsburg Police Department & Municipal Court

MARTINSBURG, WEST VIRGINIA

PROJECT TYPE
New Construction

SIZE
36,000 gsf

CONSTRUCTION COST
$11 million

STATUS
Construction Phase

CONTACT
Mark Baldwin
City Manager
p 1.304.264.2131, x277

With a growing Police Department and Municipal Court operations the City of Martinsburg was in need of additional space for these services. The city purchased a parcel of property just steps away from City Hall on the corner of West Race and North College Streets that had previously been home to the local Chapter of the American Legion as a possible location for a new Police headquarters and Municipal Court. Working closely with representatives from the City, Police Department and Municipal Court, Silling performed programming services and developed a graphic test-fit as a means to demonstrate how the program could fit in a new building constructed on the purchased property.

The massing of the building is a representation of the interplay between solid and void and how that that form is created relative to the usage of the spaces within the building. A community room is located on the first level just off of the main public lobby and security screening area.

The remainder of the first level consists of a new multi-cell holding area, vehicular sallyport, locker rooms for police officers and other police support spaces. The Police Department is located on the second level with its own separate public waiting area and large squad room with glass façade that provides natural light and views down Race Street to the downtown and the adjacent public parking area that serves City Hall. The Municipal Courtroom and associated spaces are located on the third level with a spacious public waiting area with an easily visible courtroom entrance and private circulation for staff. Transaction windows for the Court Cashier, Court Clerk and Magistrate are located off the public lobby. The third level features a ribbon of clerestory windows allowing natural light into the courtroom and offices located along the perimeter walls.

SILLING
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Cabarrus County Courthouse

CONCORD, NORTH CAROLINA

PROJECT TYPE
New Construction & Renovations

SIZE
312,000 GSF

CONSTRUCTION COST
$110 million

STATUS
Design Development Phase

CONTACT
Kyle Bilafer
Area Manager of Operations
p 1.704.305.9723

Silling Architects is serving as the Architect of Record for the design and construction of a new courthouse to be located in Concord, North Carolina. Built over 45 years ago, the existing courthouse was built at a time when the county population was approximately 80,000. With a current county population of 206,000 and a 130% increase in court caseload activity over the last three decades, a plan for a new and expanded courthouse had become a top priority for the County's Board of Commissioners.

Representing a significant architectural development within the urban core of Concord, and expounding on the social and civic legacy of the courthouse site, the new Cabarrus County Courthouse will take a bold first step in contributing to the continued revitalization of the downtown. While the existing courthouse fronting Union Street will be completely renovated and continue to be utilized to serve and support the administrative functions of the court, a new addition and new public entry element will reshape the identity of the courthouse campus. The intentional siting of this new primary entry is the defining element of the concept, and establishes a new public plaza space that honors the historic notion of courthouse entry while informing future redevelopment North along Church Street and beyond.

Overall the project will include 240,000 square feet in new construction, 72,000 square feet in existing facility renovations, four Superior Court jury-capable courtrooms, six District Court courtrooms, 2 future courtrooms, a 45,000 square foot shell space for future expansion, and 14,000 square feet of expansion space in the new facility.

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Martinsburg City Hall Renovations

MARTINSBURG, WEST VIRGINIA

PROJECT TYPE
Phase 1: Building & Space Needs Assessment
Phase 2: Renovations

SIZE
20,200 GSF

CONSTRUCTION COST
$6.1 million

STATUS
Schematic Design Phase

CONTACT
Mark Baldwin
City Manager
p 1.304.264.2131 Ext. 277

The City of Martinsburg selected Silling Architects to perform programming and design services for Phase 2 renovations to existing City Hall to provide much needed expansion to meet the current needs and future growth of the departments that remain in the existing building following the completion of construction of their new Police Department and Municipal Court building. The major renovation of the 2-story building features expansion into the areas vacated by the Police Department and Municipal Court for the offices of the Planning, Finance and City Management Departments, improved public spaces for better interaction with the various departments as well as new Fire Protection and HVAC systems.

Seneca County / City of Tiffin Joint Justice Center

TIFFIN, OHIO

PROJECT TYPE
New Construction

SIZE
36,000 GSF

CONSTRUCTION COST
$12.8 million

STATUS
Completed in 2018

CONTACT
Mike Kerschner
Commissioner
p 1.419.447.4550

A first of its kind in Ohio, the Seneca County / City of Tiffin Joint Justice Center is an approximately $12.8 million courts facility that will serve both the city and county, housing the city of Tiffin's Municipal Court and Clerk of the Courts as well as the county's Common Pleas Court, Clerk of the Courts and Probation Department. The project's main goal was to resolve the operational and space-planning needs for both the city and county's court systems by combining the two into a single facility within the project's financial constraints. Programmatically, the 36,000-square-foot building is four stories. The first floor includes public entry and screening, central holding and office space for the Clerk of Courts, while the second floor is dedicated to the Municipal Court. Both of the identical, top-two floors are dedicated to the two Common Pleas Court Judges.

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Monongalia County Justice Center

MORGANTOWN, WEST VIRGINIA

PROJECT TYPE
Phase 1: Building & Space Needs Assessment
Phase 2: Adaptive Reuse, Former GSA Office Building & Post Office

SIZE
84,000 GSF

CONSTRUCTION COST
$17.3 million

STATUS
Completed in 2016

CONTACT
Renetta McClure
County Administrator
p 1.304.291.7293

**AIA WV Honor Award Recipient*

Originally built in the 1970s, the former Staggers Federal Building and regional post office presented a very unique and exciting opportunity to serve the growing judicial services of Monongalia County. Having been vacant and closed for more than eight years, county leaders would ultimately purchase the 84,000 square foot, four-level building in 2007. The project made responsible use of the public investment while also contributing to the overall reduction of environmental impact in reuse of the existing building stock. The design's resulting expression provided a strong community presence with an elegant exterior facelift while also introducing a more ordered, functional and secure setting for the County's court operations.

Morgan County Courthouse

BERKELEY SPRINGS, WEST VIRGINIA

PROJECT TYPE
Phase1: Space Needs Assessment
Phase 2: New Construction

SIZE
47,000 GSF

CONSTRUCTION COST
$11.2 million

STATUS
Completed in 2010

CONTACT
Glenn Stotler
Commissioner
p 1.304.261.9790

**AIA WV Honor Award Recipient*

On August 8, 2006, fire destroyed the 1920s era Morgan County Courthouse located at what is considered as the most prominent public property in the Berkeley Springs. After the fire, a clear mandate from the community was to develop a design that was reminiscent of the old courthouse and add to the architectural character and the tourism spirit of Berkeley Springs. The building program includes a mix of county administrative offices on the first floor and county judicial functions including Circuit Court, Family Court and Magistrate Court on the second and third floors. The design includes best practice principles of public screening at the access point to vertical circulation, and clear separation of public, staff and in-custody litigants. The technical systems include state-of-art access control, courtroom digital switching and evidence presentation technology.

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Delaware County Courthouse

DELAWARE, OHIO

PROJECT TYPE
Phase 1: Space Needs Assessment
Phase 2: New Construction

SIZE
166,000 GSF

CONSTRUCTION COST
$39.3 million

STATUS
Completed in 2017

CONTACT
Jon Melvin
Facilities Manager
p 1.740.833.2280

Delaware County is the fastest growing county in the state of Ohio with a population set to exceed 200,000 by 2018 (population 67,000 in 1990). This explosive growth, in addition to similarly increasing court caseloads and the recent addition of a new Domestic Relations Court Judge, necessitated the design and construction of a new courthouse on the county seat's judicial campus exclusively for county court operations. Through in-depth reviews with the local historic preservation committee and zoning commissions, the design concept responds with an elegantly meshed contextual nod to the Italianate fabric of historic Delaware while stepping into a modernized composition of progressive materials and forms on the exterior.

Franklin County Courthouse

CHAMBERSBURG, PENNSYLVANIA

PROJECT TYPE
Phase 1: Building & Space Needs Assessment
Phase 2: New Construction

SIZE
130,000 GSF

CONSTRUCTION COST
$36 million

STATUS
Construction Phase

CONTACT
John Hart
County Administrator
p 1.717.261.3812

Franklin County, PA is rich with history and culture; its vibrant county seat of Chambersburg is presently bustling with growth. The new 130,000 gsf judicial center includes administrative office departments for the Clerk of Courts, Public Defender, Juvenile Probation, Adult Probation, and the District Attorney. The upper levels include courtrooms of varying sizes and supporting judges' chambers and admin spaces. The existing courthouse (with additions) has been partially reprogrammed to support a portion of the aforementioned departments. A subtle and unobtrusive pedestrian bridge softly engages the former structure to intermingle all court activities.

SILLING
ARCHITECTS

Key Staff Background

Jody S. Driggs AIA, NCARB

PRINCIPAL | DESIGN LEADER

SILLING ARCHITECTS

Jody is a twenty four-year member of Silling Architects and has served as a Principal since 2001. His primary focus within the firm is instilling a special notion of service and care in the way that we practice, rooted in a humility responsive to the level of trust our clients have in us. Jody's desire to serve exceptionally is a driving force in the studio's constant efforts of innovation and improvement. Jody also serves as an active design architect and project manager and appreciates the firm's opportunities to develop solutions for a diverse and ever-expanding client base. He seeks to understand the people within each project, and the stories that project means to tell, in order to customize a design team and engage in a discourse unique to every opportunity. The variety of both building typologies but more importantly, architectural language and character, are evidence of his and the firm's approach to client-centeredness and critical design.

PROFESSIONAL EXPERIENCE

24 years

EDUCATION

-Bachelor of Architecture
University of Tennessee, 1996

LICENSES & CERTIFICATIONS

-WV, MD, PA, VA, KY, OH, FL
-National Council of Architectural Review Boards

PROFESSIONAL AFFILIATIONS

-President, American Institute of Architects (AIA), WV Chapter, 2010-2011
-Past Vice President, AIA, WV Chapter, 2008-2009
-AIA WV Scholarship Committee
-Association of Learning Environments
-Board of Directors, YMCA of Kanawha Valley

AWARDS & RECOGNITION

-2018 AIAWV Honor Award
Cabin Creek Health Systems
-2016 AIAWV Merit Award
WVSU Walker Convocation Center
-2016 AIAWV Merit Award
The Summit Welcome Center
-2011 AIAWV Honor Award
Haddad Riverfront Park
-2009 AIAWV Honor Award
Chesapeake Energy Eastern Regional Headquarters
-2010 AIAWV Merit Award
Bible Center Church
-2007 "Young Guns" Recipient
West Virginia Executive Magazine
-2006 "40 Under 40" Recipient
The State Journal
-2005 AIAWV Merit Award
WVSU Wilson Student Union

SELECT PROJECT EXPERIENCE

Lofts on Fifth
Fernandina Beach, Florida

Martinsburg Police Headquarters & Municipal Courthouse
Martinsburg, West Virginia

Martinsburg City Hall Renovations
Martinsburg, West Virginia

Delaware County Courthouse & Integrated Parking Deck
Delaware, Ohio

Seneca County & City of Tiffin Joint Justice Center
Tiffin, Ohio

Dickenson County Judicial Center
Clintwood, Virginia

Buchanan County Courthouse
Grundy, Virginia

John Marshall High School Additions & Renovations
Moundsville, West Virginia

Chesapeake Energy Eastern Regional Headquarters
Charleston, West Virginia

Haddad Riverfront Park & Amphitheatre
Charleston, West Virginia

Beckley Stratton Middle School Renovation
Beckley, West Virginia

James C. Wilson Student Union
West Virginia State University

Kanawha Valley Heart Specialists
South Charleston, West Virginia

West Virginia Young Life Camp
New River Gorge, West Virginia

Dixon Hughes Goodman Renovation
Charleston, West Virginia

Cabarrus County Courthouse
Concord, North Carolina

Raleigh County Sheriff's Department
Beckley, West Virginia

City of Medina Municipal Courthouse
Medina, Ohio

South Jackson EMS Station
Kenna, West Virginia

Union County Courthouse & Law Enforcement Center
Marysville, Ohio

Monongalia County Justice Center
Morgantown, West Virginia

Franklin County Courthouse
Chambersburg, Pennsylvania

Randolph County 911/OEM Center
Elkins, West Virginia

Harrison County Judicial Center
Clarksburg, West Virginia

Kanawha County Public Library Expansion & Renovation
Charleston, West Virginia

D. Stephen & Diane Walker Convocation Center
West Virginia State University

Cabin Creek Health Systems
Sissonville, West Virginia

Bible Center Church
South Charleston, West Virginia

Gregory V. Monroe Athletic Complex
West Virginia State University

West Virginia Lottery Headquarters
Charleston, West Virginia

Thomas M. Potts AIA, NCARB

PRINCIPAL | DESIGN LEADER

SILLING ARCHITECTS

A resident of Melbourne, Florida, Tom is a Principal at Silling Architects and a twenty-four year member of the firm. He provides leadership, direction, and management to all aspects of firm including the mission, design quality, and corporate culture. In addition to the broad based firm management, Tom is a skilled Project Manager and recognized leader of Justice Facility Planning with decades of experience designing courthouses, correctional institutions, and law enforcement facilities. He oversees projects from inception to completion, working closely with clients and the construction industry to insure the success of projects under his direction. He takes a "hands-on" approach to every project, working closely with clients to define and detail requirements for their facilities.

PROFESSIONAL EXPERIENCE

29 years

EDUCATION

-Bachelor of Architecture with High Honors, University of Tennessee, 1990

LICENSES & CERTIFICATIONS

-WV, VA, OH, FL, PA, MD, NC, GA

PROFESSIONAL AFFILIATIONS

-Past President, American Institute of Architects (AIA), WV Chapter, 2006-2007
-Past Vice President, AIA, WV Chapter, 2004-2005
-AIAWV Executive Committee Member
-Academy for Justice Architecture, American Institute of Architects

AWARDS & RECOGNITION

-2016 AIAWV Honor Award
Monongalia County Justice Center
-2015 AIAWV Merit Award
Lewis County Judicial Annex
-2013 AIAWV Honor Award
Morgan County Courthouse
-2013 AIAWV Honor Award
Raleigh County Judicial Center
-2004 Honor Award
Star USA Federal Credit union

SELECT PROJECT EXPERIENCE

Seneca County and City of Tiffin Joint Justice Center
Tiffin, Ohio

Dickenson County Judicial Center
Clintwood, Virginia

Buchanan County Courthouse
Grundy, Virginia

Delaware County Courthouse & Integrated Parking Deck
Delaware, Ohio

Union County Courthouse & Law Enforcement Center
Marysville, Ohio

Jones County Courthouse
Trenton, North Carolina

Monongalia County Justice Center
Morgantown, West Virginia

Raleigh County Judicial Center
Beckley, West Virginia

Morgan County Courthouse
Berkeley Springs, West Virginia

Lewis County Judicial Annex
Weston, West Virginia

Putnam County Judicial Building
Winfield, West Virginia

Putnam County Courthouse Additions & Renovations
Winfield, West Virginia

Pendleton County Courthouse Addition
Franklin, West Virginia

Cabell County Circuit Courtroom
Huntington, West Virginia

Marshall County Public Safety Building
Moundsville, West Virginia

Statewide Courthouse Facility Assessments
West Virginia

Cabarrus County Courthouse
Concord, North Carolina

Martinsburg Police Headquarters & Municipal Courthouse
Martinsburg, West Virginia

Montgomery County & Dayton Municipal Courthouse Security Assessment & Report
Dayton, Ohio

Medina County Courthouse Expansion & Renovation
Medina, Ohio

City of Medina Municipal Courthouse
Medina, Ohio

Franklin County Courthouse
Chambersburg, Pennsylvania

Harrison County General Services Annex
Clarksburg, West Virginia

Russell County Courthouse Study
Lebanon, Virginia

Allegany County District Court
Cumberland, Maryland

Hampshire County Judicial Center
Romney, West Virginia

Greenbrier County Judicial Center
Lewisburg, West Virginia

Jefferson County Judicial Center
Charles Town, West Virginia

Mount Olive Correctional Complex
Mount Olive, West Virginia

Randolph County 911/OEM Center
Elkins, West Virginia

Charleston Work Release Center Charleston, West Virginia

Parkersburg Correctional Center Parkersburg, West Virginia

Additional Key Personnel

SILLING ARCHITECTS

Marie McCauley, AIA

Project Manager

A 2007 graduate from The University of Tennessee, Marie joined our firm in 2017 and serves a valuable role in contributing to our creative design studio. As a Project Manager, Marie collaborates with staff and consultants throughout the design process and maintains day-to-day project coordination and communication and is also responsible for architectural design and detailing.

Over the last ten years, she has worked on a variety of architectural projects for educational, governmental, and non-profit organizations. Prior to joining Silling, Marie served as Project Architect and/or Project Manager for a number of West Virginia secondary school projects, including Gauley River Elementary School, Kenna Elementary School, Ripley Elementary Early Learning Center, and John Adams Middle School, among others.

PROFESSIONAL EXPERIENCE

13 years

EDUCATION

-Bachelor of Architecture
University of Tennessee, 2007

LICENSES & CERTIFICATIONS

-WV

PROFESSIONAL AFFILIATIONS

-American Institute of Architects (AIA), WV Chapter
-AIA Academy of Architecture for Justice

SELECT EXPERIENCE

Jackson County EMS Station
Kenna, West Virginia

Union County Courthouse
Marysville, Ohio

Russell County Courthouse
Lebanon, Virginia

Cameron EMS Garage
Cameron, West Virginia

Harrison County General Services Annex
Clarksburg, West Virginia

Jackson County Animal Shelter
Ripley, West Virginia

Jackson County Sheriff's Department*
Ripley, West Virginia

** Denotes experience while working with previous employer*

Brian Estep, AIA

Project Architect

Brian has twenty-eight years of experience as an Architect and Project Manager with involvement in a multitude of building types, most notably within the education, commercial office, justice, and public safety markets. He is primarily responsible for day-to-day project activities including programming, design, construction document production, and coordination of the architectural and engineering disciplines.

Brian previously worked as a Project Architect in St. Petersburg, Florida at CBB Architects from 1997 to 2001 before returning to his home state of West Virginia. A graduate of the University of Tennessee in 1992, Brian has several notable awards to his credit including an AIA Tampa Bay Design Award for WUSF-TV Studios on the University of South Florida's Tampa campus.

PROFESSIONAL EXPERIENCE

28 years

EDUCATION

-Bachelor of Architecture
University of Tennessee, 1992

LICENSES & CERTIFICATIONS

-WV

PROFESSIONAL AFFILIATIONS

-American Institute of Architects (AIA), WV Chapter
-Association of Learning Environments
-AIA Academy of Architecture for Justice

SELECT EXPERIENCE

WUSF-TV Studios, University of South Florida
*Tampa, Florida **

Martinsburg Municipal Court & Police Department
Martinsburg, West Virginia

Raleigh County Sheriff's Department
Beckley, West Virginia

Dixon Hughes Goodman Office Renovation
Charleston, West Virginia

WUFT-FM Studios, University of Florida
*Gainesville, Florida **

Martinsburg City Hall Renovations
Martinsburg, West Virginia

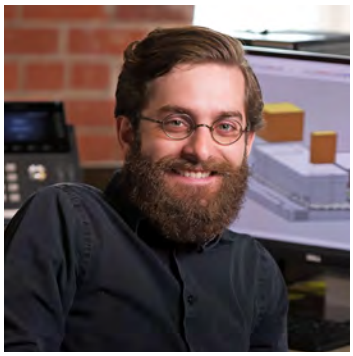
State of WV Building 4 Renovations
Charleston, West Virginia

Kanawha County Public Library Expansion
Charleston, West Virginia

** Denotes FL experience while working with previous employer*

Additional Key Personnel

SILLING ARCHITECTS



Mitchell Riggleman, Associate AIA

Architectural Designer | Design Support

Mitchell received his BArch degree from the University of Tennessee College of Architecture and Design in 2012 where he received the Henry Adams AIA Certificate of Merit, given to the salutatorian of the 5-year undergraduate program. While at Tennessee, his academic honors included being awarded the 2011 AIA West Virginia Scholarship; recognition as the Phi Kappa Phi Most Outstanding Sophomore in the College of Architecture and Design, and selection for a Faculty Letter of Excellence. During the spring semester of 2011, he was selected to participate in the International Advanced Architectural Design studio at the Bauhaus University in Weimar, Germany where he studied the history and theory of public buildings.

In 2016, following three years working in professional practice, an interest in the role of atmosphere and the subjective experience in architecture led him to pursue further research at McGill University in Montreal, Quebec where he received a Master of Architecture with a focus in History and Theory. At Silling, Mitchell has contributed greatly to the architectural discourse of the studio and has delivered innovative and provocative concepts for a broad range of projects.

PROFESSIONAL EXPERIENCE

6 years

EDUCATION

-Bachelor of Architecture
University of Tennessee, 2012

-Master of Architecture
McGill University, 2016

PROFESSIONAL AFFILIATIONS

-American Institute of Architects (AIA), WV Chapter
-AIA Academy of Architecture for Justice

SELECT EXPERIENCE

Cabarrus County Courthouse
Concord, North Carolina

WV Young Life WildRidge Maintenance Bldg.
Nicholas County, West Virginia

John Marshall High School Additions/Renovation
Moundsville, West Virginia

WV Young Life WildRidge Camp Dining Hall
Nicholas County, West Virginia

WV Young Life WildRidge Camp Camper Dorms
Nicholas County, West Virginia

River Ridge Church
Hurricane, West Virginia

Susan Farley, Associate AIA

Interior Designer

Susan joined Silling Architects in May 2016 and brings a diverse experience within both the interior design and construction industries. She brings a highly collaborative approach with architects and end users from the conceptual stage of the building project through completion to develop a cohesive concept through the selection of interior and exterior finishes, space planning, furniture and fixture choices. For the past eighteen years Susan's interior design experience has been focused in the Design/Build delivery method.

Susan has also spent years establishing accounts with national vendors to be able to purchase materials such as carpet, tile, etc. direct which impacts the projects budget by providing tremendous cost savings which is passed on to the client. She also works closely with construction estimators to price new building projects by using her years of buying experience to offer value engineering to clients by suggesting less costly alternatives to already specified interiors. Susan is responsible for maintaining a full "interior finishes" library and resource center for staff use.

PROFESSIONAL EXPERIENCE

30 years

EDUCATION

-Graduate of The Art Institute of Pittsburg, Pittsburg PA , 1996

PREVIOUS EXPERIENCE

-Pray Construction, 1998-Present
-Freelance Interior Designer for Charleston Area Medical Center, Charleston WV, 1992-1996
-Contemporary Galleries, Charleston WV, 1986-1992

PROFESSIONAL AFFILIATIONS

-American Institute of Architects (AIA), WV Chapter
-AIA Academy of Architecture for Justice

SELECT EXPERIENCE

Martinsburg Police HQ & Municipal Court
Martinsburg, WV

Delaware County Courthouse
Delaware, Ohio

Raleigh County Sheriff's Department
St. Marys, West Virginia

Randolph County Regional 911 Center
Elkins, West Virginia

Cabarrus County Courthouse
Concord, North Carolina

Buchanan County Courthouse
Grundy, Virginia

Seneca County Joint Justice Center
Tiffin, Ohio

Franklin County Courthouse
Chambersburg, Pennsylvania

Additional Key Personnel

SILLING ARCHITECTS

Glenn Savage, CSI-CDT

Construction Administrator

Glenn has been inspecting and administering construction projects throughout West Virginia for over eighteen years. His diverse experience in construction oversight includes educational, justice, healthcare, banking, law enforcement, recreational, and residential building types.

He is responsible for facilitating preconstruction meetings providing clear definition of project goals and owner expectations, reviewing contractor submittals, product samples, and shop drawings for conformance to the contract drawings and specifications, attending progress meetings to maintain clear communication with builders, observing installation of materials and systems to verify their conformance with the design intent, and monitoring the project schedule. His attention to detail and his thorough understanding of how buildings should go together give him strong construction administration abilities.

PROFESSIONAL EXPERIENCE

36 years

EDUCATION

-Bachelor of Science
University of Charleston, 1997

-Associate of Science
West Virginia State University, 1992

PROFESSIONAL AFFILIATIONS

-American Institute of Architects (AIA), WV Chapter
-Member CSI
-Kanawha Valley Leadership Course Graduate
-Maintained all certifications for WVDOT testing materials
-CSI –CDT

SELECT EXPERIENCE

John Marshall High School
Glen Dale, West Virginia

Cameron EMS Garage
Cameron, West Virginia

Martinsburg Police HQ & Municipal Court
Martinsburg, West Virginia

Pendleton County Courthouse
Franklin, West Virginia

Marshall County Courthouse
Moundsville, West Virginia

Brooke County Courthouse
Wellsburg, West Virginia

Wood County Justice Center*
Parkersburg, West Virginia

West Virginia State Police Office Building*
South Charleston, West Virginia

Fred Pack, Associate AIA

Construction Administrator

Fred Pack joined Silling in February of 2012 serving as a Construction Administrator. In addition to having over 30 years' experience in the construction industry, Fred has served as a Project Superintendent over the last seventeen years. His responsibilities included a full range of construction supervision duties including coordination and scheduling of trade contractors, material suppliers and construction team employees, liaison for project owners and architects/engineers over the duration of projects, quality assurance, cost management, and safety program maintenance. Specific projects under his supervision included the Monongalia County Justice Center, West Virginia Lottery Headquarters, Dickenson County Judicial Center, Putnam County Animal Shelter, St. Mary's Medical Center, Kings Daughter Medical Center, Guyan Golf and Country Club, and various K-12 schools throughout Ohio, just to name a few.

PROFESSIONAL EXPERIENCE

32 years

PREVIOUS EXPERIENCE

-Paramount Builders, Field Superintendent, February 2011 - 2012
-BBL Construction,, Project Superintendent, August 2000 - November 2010
-United Brotherhood of Carpenters and Joiners of America Locals #302 and 283, July 1984 - February 1994
-United States Air Force, Honorably Discharged, January 1981 - June 1984

PROFESSIONAL AFFILIATIONS

-American Institute of Architects (AIA), WV Chapter

SELECT EXPERIENCE

Cabarrus County Courthouse
Concord, North Carolina

Randolph County Regional 911 Center
Elkins, West Virginia

Monongalia County Justice Center
Morgantown, West Virginia

Buchanan County Courthouse
Grundy, Virginia

Delaware County Courthouse
Delaware, Ohio

Lewis County Judicial Annex
Weston, West Virginia

Dickenson County Judicial Center
Clintwood, Virginia

Charleston Correctional Center
Charleston, West Virginia

Jeffrey Stone PE, BEMP, LEED AP

PRINCIPAL MECHANICAL ENGINEER | **TLC ENGINEERING**

Jeff has more than 16 years of extensive experience designing sophisticated mechanical and energy management systems. As a LEED Accredited Professional and Building Energy Modeling Professional, Jeff focuses on not only the initial building systems design, but also on the long-term functionality and efficiency for the users of the buildings that he engineers.

PROFESSIONAL EXPERIENCE

16 years

EDUCATION

-Auburn University, M.S., Mechanical Engineering 2003
-Auburn University, B.S., Mechanical Engineering 1999

LICENSES/REGISTRATIONS

-PE FL 71466
-PE GA PE037227

PROFESSIONAL AFFILIATIONS

-ASHRAE, Member
-Florida Healthcare Engineering Association, Member

SELECT PROJECT EXPERIENCE

Duval County Unified Courthouse, Jacksonville, Florida
Seven-story, design-build county courthouse. Certified LEED NC 2.2 Silver.
$181.5 million / 800,000 sf

East Hillsborough County Courthouse, Plant City, Florida
Two-story courthouse building with offices for the public defender, state attorney, sheriff's office, the Clerk of the Circuit Court, expanded courtroom space, secure staff parking and security enhancements. Certified LEED NC 2.2.
$13.5 million / 60,000 sf

Fourth District Court of Appeals, West Palm Beach, Florida
New three-story courthouse with two-level, parking garage. ENR Southeast 2018 Best Project, Government/Public Building.
$22.7 million / 150,000 sf
(44,000 sf courthouse and 106,000 sf garage)

City of Tallahassee City Hall HVAC Renovations, Tallahassee, Florida
Implementations of the HVAC recommendations in TLC's study report including replacing air handling units and revising zoning throughout the 130,000 sf facility.

City of Jacksonville Sheriff's Office Gun Crime Intelligence Center, Jacksonville, Florida
Renovation of the unfinished area on the first floor of the State Attorney's Office Building. Spaces include open office area / collaborative space with modular workstations, enclosed offices, 20-person conference room, restrooms, breakroom and interview rooms.
$500,000 / 5,000 sf

Leon County Elevator Upgrade, Tallahassee, Florida
Mechanical and electrical engineering for the replacement of two elevators in the existing courthouse complex.

Ryan Fryman PE, CxA, LEED AP BD+C

PRINCIPAL ELECTRICAL ENGINEER | **TLC ENGINEERING**

Ryan has over 26 years of electrical engineering experience. He served in the United States Navy for six years and held the position of Avionics Technician Second Class. He served as the NATOPS evaluator for the last year of active service. Ryan has managed a broad range of projects for public entities from small renovations to a new 800,000 sf judicial facility.

PROFESSIONAL EXPERIENCE

26 years

EDUCATION

-University of North Florida
B.S., Electrical Engineering 1994

LICENSES/REGISTRATIONS

-PE FL 55472
-PE AL 24143
-PE AR 11094
-PE GA PE044440
-PE IL 062065277
-PE OH PE.65758
-PE TX 88381

PROFESSIONAL AFFILIATIONS

-City of Jacksonville Building Codes Adjustment Board, Chair
-Urban Land Institute, Member
-IEEE, Member
-FES/NSPE, Member

SELECT PROJECT EXPERIENCE

City of Tallahassee City Hall HVAC Renovations, Tallahassee, Florida
Implementations of the HVAC recommendations in TLC's study report including replacing air handling units and revising zoning throughout the 130,000 sf facility.

City of Tallahassee City Hall Facade Lighting, Tallahassee, Florida
Addition of Façade Lighting to the East (front) face of the Tallahassee City Hall building. $40,000

Duval County Unified Courthouse, Jacksonville, Florida
Seven-story, design-build county courthouse. Certified LEED NC 2.2 Silver
$181.5 million / 800,000 sf

Fourth District Court of Appeals, West Palm Beach, Florida
New three-story courthouse with two-level, parking garage. ENR Southeast
2018 Best Project, Government/Public Building.
$22.7 million / 150,000 sf
(44,000 sf courthouse and 106,000 sf garage)

Old Federal Courthouse, Jacksonville, Florida
Interior fit out of 202,000 square feet of the existing historic federal courthouse to accommodate offices and support spaces for the state attorney. Certified LEED NC 2009
$2 million / 202,000 sf

Gilchrist County Public Safety Complex, Trenton, Florida
Two site project: EMS-1-Fire Station fireman quarters and emergency operations center and public safety offices. EMS-2-Fire Station with emergency personnel quarters and two vehicle bays.
$2 million / 25,000 sf

City of Jacksonville Sheriff's Office Gun Crime Intelligence Center, Jacksonville, Florida
Renovation of the unfinished area on the first floor of the State Attorney's Office Building. Spaces include open office area / collaborative space with modular workstations, enclosed offices, 20-person conference room, restrooms, breakroom and interview rooms.
$500,000 / 5,000 sf

U.S. Army Corp of Engineers Louisville District U.S. Army Reserve Center, Gainesville, Florida
Renovation of two-story building to accommodate current technology and meet federal energy mandates. Certified LEED NC 2.2 Silver.
$4.5 million / 24,000 sf

Taw North RCDD, LEED AP

PRINCIPAL TECHNOLOGY DESIGN | **TLC ENGINEERING**

Taw is a TLC principal with more than 15 years of knowledge in designing and commissioning low-voltage technology systems in municipal buildings. Taw's expertise includes voice-data, security, access control systems, and audio-visual systems. He works closely with owners to assure their project's technology and equipment goals are met and systems are fully operational upon occupancy. Taw has instructed BICSI accredited courses, authored various technical papers, served as a contributing author for a LAN design guide, and often speaks at industry conferences.

PROFESSIONAL EXPERIENCE

15 years

EDUCATION

-West Point, B.S., Mechanical Engineering 1995

CERTIFICATIONS

-RCDD, BICSI
-LEED AP, GBCI

PROFESSIONAL AFFILIATIONS

-FHEA, Member
-HIMSS, Member
-SAME, Member

SELECT PROJECT EXPERIENCE

Dade City Police Station and City Hall, Dade City, Florida
New "one-stop shop" to all city-related services. Major technology upgrades include consolidation with County's 911 system. Design includes state-of-the-art forensics room, secure sally port, secure cell blocks, hard/soft interview rooms, safe-room, and evidence rooms. Project was expedited and completed in 11 months.
$6.64 million / 22,141 sf

Duval County Unified Courthouse, Jacksonville, Florida
Seven-story, design-build county courthouse. Certified LEED NC 2.2 Silver.
$181.5 million / 800,000 sf

Sunrise Municipal Complex, Sunrise, Florida
Multiple building complex including 100,000 square-foot city hall, water park, amphitheater, and 800-car parking garage.
$40 million / 371,000 sf

Dunedin City Hall, Dunedin, Florida
Construction of a new city hall and parking garage.
$15 million / 37,450 sf

Palm Beach Gardens City Hall, Palm Beach Gardens, Florida
Renovation of the existing administrative area and building expansion.
$3.4 million / 26,886 sf (reno), 12,200 sf (addition)

City of Orlando City Hall Energy Upgrades Phase II, Orlando, Florida
An 11-story administrative building efficiency upgrade. Integration of the city-wide BAS, LCS, EMS, and public access display systems into one native BACnet web-based access point.
$5.6 million / 250,000 sf

Old Federal Courthouse, Jacksonville, Florida
Interior fit out of 202,000 square feet of the existing historic federal courthouse to accommodate offices and support spaces for the state attorney. Certified LEED NC 2009
$2 million / 202,000 sf

Riviera Beach Public Safety and Public Works, Riviera Beach, Florida
Renovation of existing two-story building to house police department, fire station including administration, and EOC. Renovation of adjacent building to house public works operations.
$38,400 / 122,200 sf

Plantation Key Courthouse, Plantation Key, Florida
Two-story courthouse facility containing three courtrooms, offices for judges and clerks, state attorney's office, clerk of court, and drug administration area, with a one-story all-male detention center facilitating up to 54 inmates and staff in a secure area.
$20 million / 30,000 sf

PROFESSIONAL EXPERIENCE
26 years

EDUCATION
-Michigan State University
M.S., Structural Engineering 1983
-Michigan State University
B.S., Civil Engineering 1982

LICENSES/REGISTRATIONS
-PE AL 22948
-PE FL 40788
-SPEC INSP FL 1069
-PE GA PE034747
-PE MA 48792
-PE MO 2016006420
-PE MT PEL-PE-LIC-50801
-PE NC 044953
-PE NY 096893
-PE TX 102687
-PE VA 0402051320

PROFESSIONAL AFFILIATIONS
-ACI, Member
-AISC, Member
-SAME, Member

Gary Krueger PE, LEED AP BD+C, CM

PRINCIPAL STRUCTURAL ENGINEER | **TLC ENGINEERING**

Gary is among TLC's most senior and experienced structural engineers with expertise in structural analysis and design, 3-D computer modeling, structural system evaluation, and building and threshold inspections. Gary focuses on providing up-to-date, code compliant and sustainable design solutions for new and renovation projects specifically for local, state, and Federal governments. Having completed numerous Florida projects, Gary is knowledgeable in addressing salt corrosion, excessive humidity conditions, and hurricane force winds. Specialized technical experience includes ATFP considerations including progressive collapse and blast remediation. His experience includes application of current UFC criteria for both tie force and alternate path analysis methods for both medium and high level of protection requirements. This experience has proven invaluable in developing cost-effective design solutions.

SELECT PROJECT EXPERIENCE

Fourth District Court of Appeals, West Palm Beach, Florida
New three-story courthouse with two-level, parking garage. ENR Southeast
2018 Best Project, Government/Public Building.
$22.7 million / 150,000 sf
(44,000 sf courthouse and 106,000 sf garage)

Brevard County Moore Justice Center Addition, Viera, Florida
The 3-story addition provides FBC update, security system design, and threshold inspection services.
$7.4 million / 60,000 sf

Sumter County Security Vestibule, Bushnell, Florida
Multiple renovation projects include 3-story addition that connects the historic Sumter County Courthouse to the existing Judicial Center.
$1 million / 5,000 sf

Marion County Courthouse Expansion, Ocala, Florida
The five-story addition supports courtrooms, hearing rooms, jury selection areas, and administrative functions for the State's Attorney Offices.
$42 million / 150,000 sf

Palm Beach Gardens EOCC, Palm Beach Gardens, Florida
City's new one-story, 17,000-sf communication center includes Enhanced Wind Storm Protection (205 mph, 3-second gust). Facility serves as a centralized law enforcement communications, emergency dispatch, and city-wide information system. Certified LEED Silver.
$3.5 million

Toho Water Authority Administrative Complex, Kissimmee, FL
New 4-story, 55,000-sf administrative complex includes an EOC to oversee
District water resources during emergency events. Building's central core is reinforced for Category-3 hurricane protection and features back-up for HVAC, electrical and plumbing systems. Certified LEED Gold.
$11.7 million

W.H. Stephenson Office / Utilities / Warehouse, Cocoa, Florida
City's transmission and distribution building includes 14,500 sf of office space including multi-media training spaces and back-up for the City's IT services; 15,700 sf of repair shops, vehicle maintenance area, and general shop equipment area; and 23,500 sf of warehouse storage.
$5 million

Chad Schock DESIGN SPECIALIST

PLUMBING & FIRE PROTECTION | **TLC ENGINEERING**

Chad has more than 28 years of experience as a plumbing/fire protection designer and has worked with numerous public agencies. His responsibilities include designing plumbing and fire sprinkler systems and performing project inspections. He has solid engineering analysis, design and on-site construction administration experience in piping systems for water, wastewater, fuel oil, liquid gas and natural gas. Chad is also experienced in the design and installation of fire pumps, clean-agent fire suppression systems, carbon dioxide, and foam systems.

PROFESSIONAL EXPERIENCE

28 years

SELECT PROJECT EXPERIENCE

Fourth District Court of Appeals, West Palm Beach, Florida
New three-story courthouse with two-level, parking garage. ENR Southeast 2018 Best Project, Government/Public Building.
$22.7 million / 150,000 sf
(44,000 sf courthouse and 106,000 sf garage)

Gainesville Police Department Headquarters, Gainesville, Florida
Delivered through design-build, the facilities consist of a new two-story building adjacent to a renovated 9,000-sf training center. The new police facility includes a sally port, holding cells, multiple meeting/briefing rooms, break room, gymnasium, and administrative spaces. The new facility is hurricane hardened with redundant systems. Certified LEED NC 2009 Silver.
$11.6 million / 67,800 sf

West Palm Beach Fire Station 5 and Emergency Operations Center, West Palm Beach, Florida
New 2-story, 3-bay fire station with integral Emergency Operations Center on the 2nd floor complete with 911 call center, press conference room, and command center.
$9.5 million / 27,250 sf

Buildings 423/425 Renovation and Expansion, Patrick AFB, Florida
Complete overhaul of the center and south wings to accommodate new divisions included retrofit for full fire protection, new HVAC, fire alarm, and support of architectural renovations. Enhancements incorporated current building code upgrades and ATFP provisions.
$4 million / 34,323 gsf

Department of Military Affairs Homestead National Guard Armory Renovation, Homestead, Florida
Renovations include a new kitchen, new doors and windows, new TPO roofing system, and new interior finishes throughout including floor replacement. Certified LEED NC 2009.
$2.9 million / 17,000 sf

Ft. Leavenworth - Utility Plant Building 344 Plumbing Study, Leavenworth, Kansas
Engineering Study to evaluate existing conditions for plumbing systems in the Utility Plant Building 344.
5,500 sf

Nicholas Mousa AICP

PRINCIPAL LAND PLANNER | **GAI CONSULTANTS**

Mr. Mousa has 18 years of experience providing value to projects in both the public and private sector. Professionally licensed by the American Institute of Certified Planners, he is experienced in business development, business management, and project management for both public and private sector capital improvement and land development projects. Mr. Mousa's experience also includes managing complete project teams from the due diligence phase through design, permitting, and construction. His specific interests include the planning and development of large residential, commercial, and recreational facilities.

PROFESSIONAL EXPERIENCE

18 years

EDUCATION

-BA, Law Studies and Criminology (Minor: Business Administration), 2002, University of Florida
-Post-Graduate Business Studies, 2003–2004, University of North Florida

LICENSES/REGISTRATIONS

-American Institute of Certified Planners, #021452

PROFESSIONAL/CONTINUING EDUCATION SEMINARS

-Land Use, Zoning, and Concurrency
-Plat Law
-Real Estate Law
-Construction Lien Law
-Environmental and Wetland Law

PROFESSIONAL AFFILIATIONS

-American Institute of Certified Planners (#021452), Member (2007)
-American Planning Association, Member (Florida Chapter)

SELECT PROJECT EXPERIENCE

Wildlight Phase 1A, Nassau County, Florida. Project Manager/Principal-in-Charge for design and permitting of a mixed-use development, part of the larger East Nassau Detailed Specific Area Plan (DSAP).

Ferguson Warehouse Facility Civil Engineering and Related Services, Jacksonville, Florida. Principal-in-Charge for civil engineering and related services associated with development of an approximate 8-acre site along Philips Highway in Jacksonville, Florida, near the Philips Industrial Park. GAI is serving in the role as civil engineering designer for this design-build project, in concert with an architecture firm. GAI's scope of work includes civil engineering, civil-site permitting (City of Jacksonville, St. Johns River Water Management District [SJRWMD], JEA, Florida Department of Environmental Protection [FDEP], Environmental Quality Division [EQD]), and Florida Department of Transportation [FDOT]), environmental permitting, and construction administration services.

UF Health Ambulatory Care Center at Wildlight, University of Florida, Nassau County, Florida. Principal-in-Charge for the preliminary design development of the building pad area, parking lot, and infrastructure elements. Site services included utility coordination and design (potable water, fire, and sanitary sewer), layout, geometry, grading, drainage, and stormwater pollution prevention plan (SWPPP).

UF Health Health YMCA Wellness Center at Wildlight, University of Florida, Nassau County, Florida. Principal-in-Charge for the preliminary design development of the building pad area, parking lot, and infrastructure elements. Site services included utility coordination and design (potable water, fire, and sanitary sewer), layout, geometry, grading, drainage, and SWPPP. GAI also performed all permitting and construction phase services.

Highland Chase, Lennar Homes, Jacksonville, Florida. Project Manager for civil engineering, permitting, and bidding services for a 458-lot Tarragon Planned Unit Development (PUD)/Lennar Homes subdivision located on 193 acres along Garden Street in the Highland Chase neighborhood of Jacksonville, Florida. This PUD will consist of 458 homes on either 50 ft or 60 ft by 120 ft lots, as well as an amenity center and 2 lift stations. The project requires a downstream sewer upgrade that will facilitate this project by using the existing 8-inch force main located in Garden Street as a sewer collection point. GAI's scope of services includes site plan refinement, site engineering, permitting, offsite improvements, meetings and team coordination, bidding services, and subconsultant services (subcontracted Landscape Architect to perform City of Jacksonville Tree Mitigation Plans).

River City Rehabilitation Facility, Jacksonville, Florida. Project Manager/Principal-in-Charge for the design of a skilled nursing facility, which included the expansion of shared-use stormwater management facility.

LaVilla Neighborhood Development Strategy, RummellMunz Partners, LLC, Jacksonville, Florida. Principal-in-Charge for RFQ work associated with redevelopment strategy services for the LaVilla Neighborhood of Jacksonville.

PGA Tour Properties Stormwater Modeling Services, Ponte Vedra Beach, Florida. Project Manager/ Principal-in-Charge for investigation and modeling services for the existing Sawgrass Players Club Association, Inc. stormwater management system in Ponte Vedra Beach, Florida.

Small- and Medium-Sized Miscellaneous Design-Build Projects, Jacksonville, Florida. Design Team Project Manager working in association with J.B. Coxwell Contracting, Inc., providing design-build services for the City of Jacksonville on small- and medium-sized miscellaneous design-build projects. Duties include detailing design scope of work and coordination of design services with various subconsultants, project scheduling, and serving as lead point of contact between various design disciplines and prime contractor.

Bay Street Station, Jacksonville, Florida. Project Manager charged with limited due diligence services for approximate 4-acre multi-use project site located within the boundaries of the Downtown Development of Regional Impact (DRI) in downtown Jacksonville, Florida.

Rebecca Bray PE

SENIOR CIVIL ENGINEERING MANAGER | **GAI CONSULTANTS**

A Florida-registered Professional Engineer with 13 years of civil engineering experience, Ms. Bray serves as a Senior Engineering Manager within GAI's Infrastructure group. Her project experience includes all aspects of land development consulting services, such as due diligence, planning, zoning, design, permitting, and construction services; as well as roadway and bridge projects. Prior to joining GAI, Ms. Bray served as the Public Works Director and County Engineer for Nassau County Board of County Commissioners, overseeing 4 divisions with approximately 100 employees, a $23 million operating budget, and a $35 million capital improvement projects budget.

PROFESSIONAL EXPERIENCE

13 years

EDUCATION

-BCE, Civil Engineering, 2003, Auburn University, Auburn, Alabama
-AA, 1999, Florida Community College at Jacksonville, Jacksonville, Florida

LICENSES/REGISTRATIONS

-Professional Engineer (PE): FL – 2009, #69829

CERTIFICATIONS/TRAINING

-TIN: B60073178
Florida Department of Transportation (FDOT) Construction Training Qualification Program (CTQP)
-Asphalt Paving Technician – Level 1 (Exp. 12/14/2022)
-Earthwork Construction Inspection – Level 1 (Exp. 12/12/2022)
-Florida Department of Environmental Protection (FDEP) Qualified Stormwater Management Inspector, #8134, 2004

PROFESSIONAL AFFILIATIONS

-Solid Waste Association of North America, Florida Chapter Member 2012–Present; Board of Directors, 2017–Present
-American Water Works Association, Florida Section Member 2013–Present; Region II Secretary, 2015–2017

SELECT PROJECT EXPERIENCE

Nassau County Utilities (NAU) Wastewater Treatment Facility (WWTF) Permit Renewal Application and Preliminary Design Report for Expansion, Nassau County, Florida. As Senior Engineering Manager, assisted with quality assurance and quality control (QA/QC) of the permit renewal and the Preliminary Design Report. Communicated the results of the preliminary design report with NAU staff and the Nassau County Manager. The permit renewal includes provisions for capacity increase and identifying expansion needs in the Preliminary Design Report.

NAU WWTF Clarifier Rehabilitation Project, Nassau County, Florida. As Senior Engineering Manager, assisted with construction administration and support for clarifier rehabilitation at the NAU WWTF. Work includes the demolition and removal of all internal components of two 55-ft-diameter clarifiers and installing and placing two circular scraper clarifiers into proper operation and concrete restoration and rehabilitation for the structures.

NAU Booster Pump Station Replacement Project, Nassau County, Florida. The Nassau Amelia Utilities Booster Pump Station was constructed in 1974. Over the years, the facility has been subjected to differential settlement, creating leaks in the 400,000-gallon reservoir tank and ongoing maintenance issues with the piping and pumps and motors. As Senior Engineering Manager, assisting with project management and supporting the design and permitting of the replacement structures. Also assisting with the communication and coordination with the County and surrounding property owners.

Miscellaneous Services Project, NAU, Nassau County, Florida. As Senior Engineering Manager, provides on-call and as-needed engineering support for various day-to-day activities for the Utility. This activity includes providing support and assistance with development plan review for sites connecting to the Utility; providing support and assistance with engineering analysis and troubleshooting for the water and wastewater plants and systems; and providing support and assistance with minor improvements for the water, wastewater and reuse systems, and permit compliance support and guidance. Aids with identifying and programming capital improvement projects and operational budget needs for the Utility.

KB Homes – Oakhurst Park Development, Jacksonville, Florida. As Senior Engineering Manager, responsible for project oversight for the design and permitting of a 100-lot, single-family development with associated roadway, utilities, and stormwater collection and management. The site includes two stormwater management facilities and an extensive drainage study to ensure discharge flows from the existing, on-site FDOT and City of Jacksonville drainage facilities were maintained.

Amelia Island Development Due Diligence, Fernandina Beach, Florida. As Senior Engineering Manager, performed and coordinated site due diligence efforts between multiple engineering and planning disciplines for two sites located on Amelia Island. Led the efforts to gain local and state permitting agency buy-in for the development possibilities of each site on behalf of the client.

UF Health YMCA Wellness Center, Nassau County, Florida. Assistant Project Manager for civil engineering design, landscape architecture, permitting, and limited post-design services for the UF Health YMCA Wellness Center.

Nassau County Board of County Commissioners, Yulee, Florida, Public Works Director and County Engineer (11/2017–1/2019)* Responsible for four divisions: Engineering Services, Road & Bridge, Nassau Amelia Utilities (NAU), and Solid Waste and Recycling. Oversaw approximately 100 employees and operating budgets of approximately $18 million for all 4 divisions, including enterprise fund budgeting for NAU. **Previous Professional Experience*

Nassau County Board of County Commissioners, Yulee, Florida, Road & Bridge Director(9/2017–11/2017)* Responsible for directing the work of department personnel engaged in the construction, maintenance, and repair of roads and bridges; clearing of right-of-ways (ROW); building and maintaining drainage structures; concrete and asphalt pavements; roadway markings; signage; and fleet management. Oversaw and directed a departmental budget of approximately $8 million. **Previous Professional Experience*

Tamara Henderson PE

PROJECT ENGINEER | **GAI CONSULTANTS**

Ms. Henderson, a Florida-licensed Professional Engineer, has 18 years of experience, including design, permitting, and preparation of civil site plans, specifications, and cost estimates for projects involving site and utility layout. She has extensive experience with permitting for multiple local, state, and federal agencies, such as the State of Florida, City of Jacksonville, City of Jacksonville Beach, Nassau County, Beaches Energy, Jacksonville Electric Authority (JEA), Florida Department of Environmental Protection (FDEP), St. Johns River Water Management District (SJRWMD), and the United States Army Corps of Engineers (USACE).

PROFESSIONAL EXPERIENCE

18 years

EDUCATION

-BS, Civil Engineering, 1998, University of Alabama

LICENSES/REGISTRATIONS

-Professional Engineering (PE): FL – 2004, #67100

CERTIFICATIONS

-Florida Department of Environmental Protection (FDEP) Qualified Stormwater Management Inspector

SELECT PROJECT EXPERIENCE

Fernandina Beach Stormwater Master Plan Update, Fernandina Beach, Florida. Project Engineer responsible for stormwater modeling. GAI updated the nearly 20-year-old Stormwater Master Plan for the City of Fernandina Beach.

Surface Water Control Structure (SWCS) K-6/Smith Trail Replacement Design Services, City of Palm Coast, Palm Coast, Florida. Project Engineer to the City of Palm Coast, leading the design work associated with reconfiguring the existing structure to improve performance, operational controls/flexibility, and ease of access for maintenance. The project involved providing several configurations to determine which best met the City's needs, designing the replacement structure to comply with the City's Land Development Code, conducting a permit needs assessment, coordination with the City's new/ongoing master stormwater modeling effort, and assisting with potential grant funding for the project. Ms. Henderson was responsible for the review of the stormwater model and preparing model runs to confirm the design parameters for the new structure, assess the potential for flood control improvements, and assist with preparation of the grant application package. The project is currently in design. GAI will also provide construction oversight services.

PGA Tour Properties Stormwater Modeling Services, Ponte Vedra Beach, Florida. Project Engineer for investigation and modeling services for the existing Sawgrass Players Club Association, Inc. stormwater management system in Ponte Vedra Beach, Florida.

East Peyton Parkway, St. Johns County, Florida. Project Engineer responsible for roadway drainage and stormwater management design.

In-Fill Lot Grading Plans, Jacksonville, Florida. Project Engineer and Task Manager for individual in fill lot grading plans. Currently provided more than 200 lot grading plans for this task.

Anthem Lakes Assisted Living Facility, Jacksonville, Florida. Project Engineer for the design and permitting of an assisted living facility, which included the construction of three buildings and associated infrastructure including roadways and three stormwater management facilities.

Southside Oaks Phases 1 and 2 Single-Family, Jacksonville, Florida. Project Engineer for the design and permitting of a 90-lot single-family subdivision, which included a recreation area and a stormwater management facility.

Branan Fields Healthcare Community, Clay County, Florida. Project Engineer for the design and permitting of a skilled nursing facility with associated utilities and stormwater collection and management.

Miller Electric Company (MECO) Office Site Redevelopment, Jacksonville, Florida. Project Engineer for the design and permitting of the redevelopment of the MECO office building, including expansion of the existing stormwater management

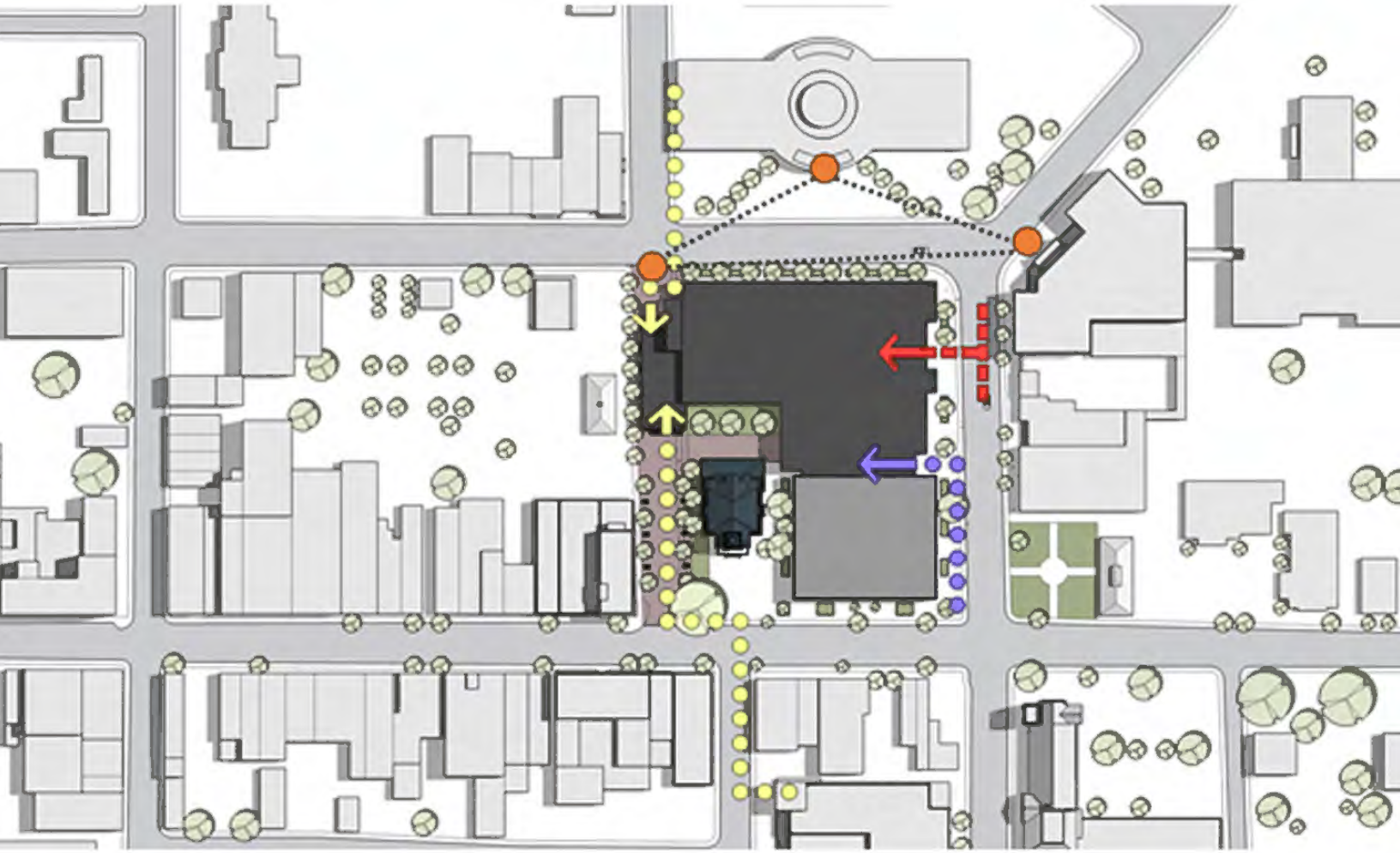
River City Rehabilitation Facility, Jacksonville, Florida. Project Engineer for the design of a skilled nursing facility, which included the expansion of shared-use stormwater management facility.

Reed Street Drainage Improvements, JB Coxwell Contracting, Jacksonville, Florida. Project Engineer for the design and permitting of stormwater collection improvements to alleviate localized flooding.

University of Florida (UF) Health Site at SW Corner of A1A William Burgess, Nassau County, Florida. Project Engineer responsible for stormwater management design of a 45,000-sf medical office facility along SR 200.

Duval County Courthouse, City of Jacksonville, Jacksonville, Florida.* Civil engineer for the 800,000-sf Duval County Courthouse in downtown Jacksonville, Florida, a design-build project. **During Previous Employment*

Our Approach



SUN PATH DIAGRAMS /

Our Approach /

Our deep experience with previous city and county governmental services facilities, including city halls, municipal courts, county services centers, and law enforcement headquarters affords our team with a unique perspective on the challenges and opportunities that lie ahead in order to bring the **Fernandina Beach City Hall and related departments into a relevant position of accessibility, service, efficiency, technology, and security** as it serves its citizens now and for years to come.

Working with numerous local government bodies has resulted in our understanding and sensitivity to the concerns, relationship dynamics, and the general political nature of a large capital construction project funded with public dollars. Our awareness of the issues and challenges faced by the City with elected officials, project stakeholders, and the general public is useful in promoting a skilled navigation throughout the planning and design process.

Early consensus regarding the nature of the space requirements among the City's key stakeholders will promote a more efficient design process and ultimately lead to realized cost savings. Having navigated through the design process with both the Owner and the User groups on numerous projects, we have experienced the sometimes-present "healthy tension" between various groups with understandably differing agendas. Where possible, we think it is useful to operate with a select group of Owner/User stakeholders that meet together as a consistent group while the "big picture" issues of space program, functionality, and project cost alternatives are explored. It is during these crucial initial meetings that the most significant space planning discussions can be probed and vetted. Key to the ability to build consensus, all perspectives are included, heard, and are afforded the opportunity to hear from and understand the perspectives of other stakeholders. Our experience allows us to initiate the discussion exploring potential space utilization and City operational models, which at times oppose the current thinking. Where consensus on new ideas regarding shared and reduced space requirements is achieved the preliminary cost models can be reduced. Where the status quo is appropriate and no improved efficiencies are possible both the Owner/User stakeholder groups benefit from the confidence that the space requirements are justified and the taxpayers are served. We recognize that a new and/or "re-imagined" City Hall can easily become a facility with underutilized spaces including community and/or Council meeting rooms, municipal courtrooms and related judicial support spaces, conference rooms, and kitchen/break/restrooms. Done correctly, the programming process explores the potential for shared spaces in an attempt to reduce the inefficiency, square foot requirements, and ultimately the project cost. Working with the City at the initial steps of the Assessment and Planning Phase we begin to implement the steps for an efficient, cost effective facility.

Familiarity with Fernandina Beach /

As noted in our relevant projects, we are currently serving as the architect of record for the **Lofts on 5th** residential project in the downtown historic district. Beginning in late 2018, we began to investigate the opportunities of this project with our client and design partners. As is customary for the relational manner in which we practice, we scheduled informal design review discussions with key city officials to better understand jurisdictional procedures and the pulse of the community toward redevelopment. We have assisted our client in preparation for her presentation to the Technical Review Committee, and ultimately led the process of application to, compliance with, and approval by the Historic District Council. I believe we were praised by both of these bodies for the thoroughness of our submissions and the thoughtfulness of our design solution. More recently, we worked through design and detailing issues of the final construction documents with city planning and building inspection departments to address height restriction issues and are now observing construction progress through attendance at periodic site visits.

Task 1: Space Needs Assessment /

An analysis of current space utilized by City administrative space, including offices, common space, and related storage and an assessment of the amount of space needed for future government operations.

The following is a description of our proposed planning process that has proven highly successful in similar projects. However, recognizing that each community is unique, it is subject to modification to align with the City's culture, objectives, and budget for preparing the City Hall Assessment and the design of a Municipal Government Administrative Operations Facility.

The Assessment and Planning Process is the perfect opportunity to adapt previous thinking to current realities while updating the City's capital development plan with fresh direction and focus. For the City of Fernandina Beach, the process will:

- Provide an updated **City Hall Space Needs Plan** that supports the City's operational, functional, and spatial requirements over the immediate, short, and long term. Population growth, current and projected future staffing, and other key planning drivers will be analyzed to determine spatial requirements for the proposed new and/or expanded facility.
- Involve a highly collaborative process with the City in determining current and future departmental space needs; potential reorganization and utilization of space to enhance operations, functionality, security, public accessibility, ADA accessibility, and improved service to the citizens of Fernandina Beach.

- Utilize our vast experience in city hall and administrative services planning and design to assist with recommendations for spatial and location requirements of the City's administrative operations.
- Provide analysis of, and recommendations for, existing building systems while identifying opportunities for improved operating costs, energy efficiency, and sustainable design for the City Hall and supportive spaces.
- Generate strategies for appropriate phasing of the overall Facilities Plan – as budget constraints typically require.
- Provide graphic solutions, data, narratives, renderings, plans, elevations, and cost models that validate the effort and publicly communicate in a clear way the need and the solution.

Defining the Planning Approach and Project Kickoff Meeting

We will review the project approach with the City leadership to further define the schedule, participants, expectations, reviews, deliverables, communication protocol and the framework that will guide the planning process and the development of the Needs Assessment. The Project Kickoff Meeting will introduce the planning team and stakeholders, review the process, schedule, goals and objectives.

Engagement & Discovery

In order to gain the broadest space planning perspective and build consensus, our proposed process is both inclusive and iterative, and an inclusive approach allows all stakeholders the opportunity to have plan input and ownership. We employ the following meeting types and related activities to engage stakeholders:

- City administrative operations observations – boots on the ground to understand how you work and engage, internally and externally.
- Visioning Sessions to consider future models of municipal service
- Interviews with elected officials, community/business leaders, Constitutional officers, end users, facility and maintenance staff

Analysis

Based on the Task 1 data, we will develop and present a Preliminary Statement of Needs that will include the items indicated below:

Statement of Needs /

- Quantitative listing of projected space needs in 10-year increments
- Narrative Statement of spatial types, arrangements, and qualities best suited to support operational objectives and service missions

Task 2: Site Assessment /

Based upon successful completion of Task 1, a site assessment of the current City Hall and the possible use of adjacent City-owned properties (although not abutting) for a new facility (to be used in conjunction with or in place of the current facility).

Data Collection

Data collection and documentation generally includes the following, with the objective of developing both a reasonable familiarity with the existing facility and statistical information that directly impacts space requirements:

- Existing building design and construction documentation
- Comprehensive facilities conditions and systems assessment, including: Life Safety Code compliance, structural condition, building envelope performance and Energy Code compliance, MEP/Telecomm systems conditions, performance, capacity, longevity, and compliance with applicable Code, physical and electronic security adequacy, data network capability
- Hazardous material reports if applicable
- Site analysis and research of issues related to zoning regulations, floodplain, and environmental constraints including stormwater, light, and noise.

Analysis

Based on the Task 2 data, we will develop and present a Preliminary Site Assessment Document that will include the items indicated below:

Statement of Site/Building Conditions /

- Statement of physical facility condition and deferred maintenance requirements of buildings
- Statement of spatial and experiential conditions in their alignment with current and future service and engagement models

- Preliminary statement of development factors, including site infrastructure and environmental compliance

Task 3: Design /

Based upon successful completion of Task 2, designs for the renovation of the current City Hall and, if deemed appropriate and necessary, a new facility to be located on the adjacent properties (to be used in conjunction with or in place of the current facility). The sites (identified by PIN 00-00-31-1800-0270-0010 [current City Hall], 00-00-31-1800-0271-0010, and 00-00-31-1800-0271-0011) have challenging characteristics, being both located within a Special Flood Hazard Area (requiring compliance with appropriate floodplain regulations) and within the City's Historic District (requiring compliance with appropriate design standards).

The Design Team will think creatively and divergently to develop overarching land and building use concepts as well as focused investments that have big impacts. By advancing critical items first, we will identify any additional information needed, and allow the City's steering committee to understand the implications of the plan's drivers, including but not limited to:

- Provide analysis of individual property's location and synergy within the broader city fabric, noting issues related to identity, public accessibility and engagement, and operational efficiencies – both internally and in service to private sector economic drivers.
- Provide analysis of, and recommendations for, staff and visitor parking, as well as local streetscape and/or traffic analysis and recommendations for improvements where appropriate.
- Provide analysis of any unique and challenging site characteristics, including Special Flood Hazard Area compliance and regulations.
- Provide the City with the most viable options for future development and/or improvements including, but not limited to (a) the expansion and/or renovation the existing City Hall and (b) the design of a new City Hall which consolidates City government operations.

Concepts will support and embody the City's strategic objectives, as well as integrate the planning initiatives developed in collaboration with the City stakeholders. The planning team will engage the City to fully analyze issues, explore options and find opportunities for mutually beneficial, synergistic outcomes. Through our collaborative approach, a collective understanding will emerge as to how the future City Hall campus can be physically defined through elements to be preserved, enhanced, transformed – or replaced where agreed appropriate.

Test Fit Studies

Upon the conclusion of Tasks 1 & 2 and after developing a thorough understanding of the needs and performance requirements of the project, we will embark on the initial steps of space planning and developing graphic Test Fit Studies in the form of two and three-dimensional digital drawings and computer models representing the initial concepts of site & building utilization, renovation and/or new construction scope and massing, departmental vertical stacking and block diagram level department layout of each building level. These studies will provide the City the ability to test concepts, weigh advantages and disadvantages, validate overall scope requirements, and inform the project cost model. At the conclusion of the Project Test Fit we will provide a Preliminary Opinion of Probable Project Cost to be reconciled against the project budget as an agreed-to scope. Ultimately, the preferred Test Fit Study will become the central idea for further development in subsequent design phases.

Primary Test Fit Planning Issues

- **Planning strategies** that consider modifications in a fully operational facility
- **Facility organization and stacking** - Includes the logical placement of city offices and administrative services that impacts both operations and public wayfinding
- **Public entry and screening** – Consideration of public entry screening and queuing if appropriate and/or required.
- **Council Chambers / Public Meeting Rooms** - Include finishes, technology, sound attenuation and acoustics
- **City Manager, City Clerk, Building, Planning & Conservation, Human Resources, City Attorney, Finance, Code enforcement, Fire, Information Technology, and Utility Billing office space** – Includes additional space to accommodate new projected staffing and operations
- **Security** – Includes the development of planning options in a manner that incorporates and enhances public and staff circulation, physical and electronic security systems, and better promotes overall building safety and security.
- **Records management** – Consider opportunities for improved management, maintaining and storing of public records that can significantly reduce space requirements
- **Utility infrastructure** and capacity
- **Building systems** – Includes addressing the age, capacity and condition of HVAC, electrical power and lighting, IT, fire alarm and plumbing systems
- **Building envelope** – Includes consideration of all exterior components

- **Structural system** – Includes a visual survey and review of existing documentation of the existing building structural system to determine suitability of the structure for modifications
- **Energy efficiency and sustainability** – Includes a review of energy consumption in relationship to the existing facility construction

Space Needs, Site Assessment & Master Plan Publication /

Routinely, we have served governmental clients in similar processes, delivering Tasks 1, 2, and 3 through a conceptual level of development under more simplified service agreements and at greatly reduced expense and fee. In this way, the groundwork effort of identifying and defining NEED, evaluating the resources of building and site, and developing a Master Plan solution become the due diligence feasibility study.

We believe there is a natural moment of pause, upon the completion of this feasibility study, where the process can be transparently communicated and broader consensus gained. We will publish the final **Needs Assessment Document** to include written and graphic communications on all aspects of the analysis. We anticipate the components of the document to include the following:

- Existing physical facilities and building systems narrative
- Quantitative data and narratives supporting projected space requirements
- Quantitative projected space requirements
- Two-dimensional site plan(s) depicting the proposed short-and long-term development plan
- Three-dimensional block diagrams depicting the proposed short-and long-term development plan
- Phasing and operational narrative
- Projected project cost model
- Public/Community Presentation(s)

At the City's will, our team will stand ready to move immediately into full Architectural/Engineering design, bidding, and construction administration services should the City of Fernandina Beach wish to realize the proposed solution for your new City Hall Project.

We hope you would see in our broader portfolio of public and private sector work a commitment to design that celebrates our clients' projects in their place and time, and through the diversity of our work it is apparent that Silling brings no predilections or preconceptions of architectural character or building style to any project. There is far more narrative regarding our delivery of full services through the completion of your project that we can include herein. We hope to have the opportunity to meet with your selection committee to further describe how we envision serving the City of Fernandina Beach.

City Exhibits A-H

State of Florida
Department of State

I certify from the records of this office that SILLING ASSOCIATES, INC. is a West Virginia corporation authorized to transact business in the State of Florida, qualified on January 23, 2017.

The document number of this corporation is F17000000342.

I further certify that said corporation has paid all fees due this office through December 31, 2020, that its most recent annual report/uniform business report was filed on January 21, 2020, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twenty-first day of January, 2020

GREAT SEAL OF THE STATE OF FLORIDA
IN GOD WE TRUST

Secretary of State

Tracking Number: 0926800270CC

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

Ron DeSantis, Governor

Halsey Beshears, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF ARCHITECTURE & INTERIOR DESIGN

THE ARCHITECT CORPORATION HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 481, FLORIDA STATUTES

SILLING ASSOCIATES, INC.

405 CAPITOL STREET
UPPER ATRIUM
CHARLESTON WV 25301

LICENSE NUMBER: AA26003448

EXPIRATION DATE: FEBRUARY 28, 2021

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Ron DeSantis, Governor

Halsey Beshears, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF ARCHITECTURE & INTERIOR DESIGN

THE ARCHITECT HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 481, FLORIDA STATUTES

DRIGGS, JODY SCOTT

405 CAPITOL ST UPPER ATRIUM
CHARLESTON WV 25301

LICENSE NUMBER: AR98425

EXPIRATION DATE: FEBRUARY 28, 2021

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Ron DeSantis, Governor

Halsey Beshears, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF ARCHITECTURE & INTERIOR DESIGN

THE ARCHITECT HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 481, FLORIDA STATUTES

POTTS, THOMAS

3072 TRYALL COURT
MELBOURNE FL 32940

LICENSE NUMBER: AR98253

EXPIRATION DATE: FEBRUARY 28, 2021

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 1
For
RFQ 2020-01 CITY HALL ASSESSMENT AND DESIGN

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 **RFQ 2020-01**. 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 the qualifications. Failure to do so may disqualify the submittal.

Submitters shall thoroughly familiarize themselves with the contents of this Addendum before submitting qualifications.

NAME: Jody S. Driggs, AIA **TITLE:** Vice-President

ADDRESS: 405 Capitol Street, Upper Atrium

CITY: Charleston **STATE:** WV

AUTHORIZED SIGNATURE: _____ **DATE:** 3/10/2020

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 1
For
RFQ 2020-01 CITY HALL ASSESSMENT AND DESIGN

1. RFQ 2020-01 is for an assessment and, if appropriate, design services – no construction services or construction should be included as part of the Request for Qualifications.

2. No budget has been established – this is solely a Request for Qualifications.

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 2
RFQ 2020-01 CITY HALL ASSESSMENT AND DESIGN

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

ADDENDUM No. 1

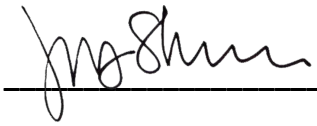
The following changes are applicable to the original **RFQ** documents and specifications of **RFQ 2020-01**. This Addendum No.2 now becomes part of the original Request for Qualifications and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting qualifications. Failure to do so may disqualify the submittal.

Respondents shall thoroughly familiarize themselves with the contents of this Addendum before submitting qualifications.

NAME: Jody S. Driggs, AIA **TITLE:** Vice-President

ADDRESS: 405 Capitol Street, Upper Atrium

CITY: Charleston **STATE:** WV

AUTHORIZED SIGNATURE:  **DATE:** 3/10/2020

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 2
RFQ 2020-01 CITY HALL ASSESSMENT AND DESIGN

1. Double-sided can be considered one page. If submitters wish to include more projects within the stated limits, they can do so.

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 3
RFQ 2020-01 CITY HALL ASSESSMENT AND DESIGN

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

ADDENDUM No. 3

The following changes are applicable to the original **RFQ** documents and specifications of **RFQ 2020-01**. This Addendum No.3 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.

Respondents shall thoroughly familiarize themselves with the contents of this Addendum before submitting qualifications.

NAME: Jody S. Driggs, AIA **TITLE:** Vice-President

ADDRESS: 405 Capitol Street, Upper Atrium

CITY: Charleston **STATE:** WV

AUTHORIZED SIGNATURE: _____ **DATE:** 3/10/2020

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 3
RFQ 2020-01 CITY HALL ASSESSMENT AND DESIGN

1. With Addendum No. 2, does the City intend to allow firms to include more examples of previous work? Or to allow firms to expound upon their three examples of work up to four pages in total, with double sided printing? The stated limit applies to the number of pages (six; three projects, two pages each). If Submitters wish to offer more projects within that six-page limit, they may do so."

EXHIBITS

EXHIBIT "A" **Contact Sheet**

EXHIBIT "B" **Public Entity Crimes**

EXHIBIT "C" **Drug-Free Workplace Certification**

EXHIBIT "D" **E-Verify Statement**

EXHIBIT "E" **Proposer Acknowledgements and Agreements**

EXHIBIT "F" **Conflict of Interest**

EXHIBIT "G" **Non-Collusion Affidavit**

EXHIBIT "H" **Disputes Disclosure**

CITY OF FERNANDINA BEACH, FLORIDA
RFQ 2020-01
CITY HALL ASSESSMENT AND DESIGN

EXHIBIT "A"

CONTACT SHEET

Name: Mr. Jody S. Driggs, AIA

Federal Taxpayer ID: 55-0569383

Mailing Address: 405 Capitol Street, Upper Atrium

City, State, & Zip Code: Charleston, WV 25301

Telephone: 304-721-4321 **Fax:** 304-346-1522

Email: jdriggs@silling.com

Submitted By: Jody S. Driggs, AIA

Title: Vice-President - Principal

FIRM Accepts Credit Cards*: Yes No

Accounting Contact:

Name: Rachel Driggs **Title:** Business Manager

Email Address: rdriggs@silling.com **Phone:** 304-721-2744

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

THIS FORM MUST BE INCLUDED WITH BID/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 RFQ 2020-01.

2. This sworn statement is submitted by (entity) Silling Associates, Inc. whose business address is 405 Capitol Street, Upper Atrium, Charleston WV 25301 and (if applicable) Federal Employer Identification Number (FEIN) is 55-0569383 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

3. My name is Jody S. Driggs 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, must 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 must 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.

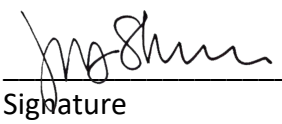
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

   _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.)



3/9/2020

Signature Date:

STATE OF WEST VIRGINIA
COUNTY OF KANAWHA

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 MARCH, 2020, and is personally known to me, or has provided DRIVER'S LICENSE as identification.

Jason B. Rutledge

Notary Public
My Commission expires: 10-28-2021

NOTARY PUBLIC OFFICIAL SEAL
JASON B. RUTLEDGE
State of West Virginia
My Commission Expires October 28, 2021
405 Capitol StreetUpper AtriumCharleston WV 25301

THIS FORM MUST BE INCLUDED WITH BID/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 must:

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

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

COMPANY: Silling Associates, Inc.

CITY: Charleston STATE: WV ZIP CODE: 25301

SIGNATURE: _____ PHONE: 304-721-4321

NAME (TYPED OR PRINTED): Jody S. Driggs, AIA TITLE: Vice President

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

EXHIBIT "D"

E-VERIFY STATEMENT

Bid/Proposal Number: RFQ 2020-01

Project Description: City Hall Assessment & Design

I/FIRM acknowledges and agrees to the following:

I/FIRM will 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: Silling Associates, Inc.

Authorized Signature: _____

Title: Vice President - Principal

Date: 3/9/2020

THIS FORM MUST BE INCLUDED WITH BID/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: Jody S. Driggs, AIA Title: Vice-President - Principal

Signature: _____ Date: 03/09/2020

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

EXHIBIT "F"

CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with Bid, Proposal or Contract for City Hall Assessment and Design

This sworn statement is submitted by (entity) Silling Associates, Inc. whose business address is 405 Capitol St, Upp Atr, Charleston WV 25301 and (if applicable) Federal Employer Identification Number (FEIN) is 55-0569383 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Jody S. Driggs 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 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 not 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.

03/09/2020
Signature Date:

STATE OF WEST VIRGINIA
COUNTY OF KANAWHA

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 March, 20 20, and is personally known to me, or has provided Driver's License as identification.

Notary Signature My Commission expires: 10-28-2021

NOTARY PUBLIC OFFICIAL SEAL
JASON B. RUTLEDGE
State of West Virginia
My Commission Expires October 28, 2021
405 Capitol StreetUpper AtriumCharleston WV 25301

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

EXHIBIT "G"

NON-COLLUSION AFFIDAVIT

This sworn statement is submitted with Bid, Proposal or Contract for RFQ 2020-01.

This sworn statement is submitted by (entity) Silling Associates, Inc. whose business address is 405 Capitol St, Upp Atr, Charleston WV 25301 and (if applicable) Federal Employer Identification Number (FEIN) is 55-0569383 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

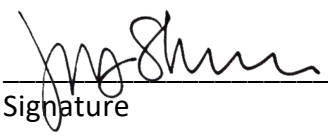
My name is Jody S. Driggs and my relationship to the entity named above is Vice President.

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 Proposer, 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 Proposer, firm, or person to fix the price or prices in the attached proposal or any other Proposer, or to fix any overhead, profit or cost element of the proposal price or the proposal price of any other Proposer, 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 Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.



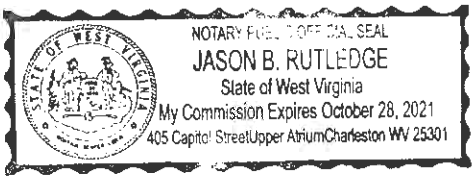
3/9/2020

Signature Date:

STATE OF WEST VIRGINIA _____ COUNTY OF KANAWHA

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 10 day of MARCH, 2020, and is personally known to me, or has provided DRIVER'S LICENSE as identification.

Jason B. Rutledge My Commission expires: 10-28-2021
Notary Signature



THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

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.

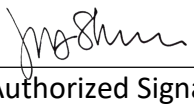
Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional association within the last five (5) years?
YES___ NO__X__

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___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 must be cause for forfeiture of rights for further consideration of this proposal for the City of Fernandina Beach.

Silling Associates, Inc.	3/9/2020
Firm	Date
	Jody S. Driggs - Vice President
Authorized Signature	Printed or Typed Name and Title

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

Client Testimonials

SILLING ARCHITECTS

"All of the expertise, vision, creativity, and responsiveness that was seen in their proposal and interviews has been delivered in our courthouse project."
JON MELVIN
Delaware County, Ohio

"I cannot imagine a better architectural firm to work with for a courthouse project than Silling...their work and service has truly been an asset to the citizens and leadership of our County."
PATTY DAVIS
Hampshire County, West Virginia

"Creative, well-thought out options are always provided and your firm consistently follows through to the end."
BRIAN DONAT
Putnam County, West Virginia

"As an experienced facility manager, I strongly recommend Silling Architects and their early approach to early court planning and programming. They have deeply invested themselves in the Cabarrus County Courthouse and understand the courthouse operations at depth."
KYLE BILAFER
Cabarrus County, North Carolina

"Silling's expertise, professionalism, and know-how have been exemplary. Not only was the design of our new building a remarkable, state-of-the-art concept, but also the level of communication and cooperation that you and your team have extended to us have been absolutely outstanding."
POLICE CHIEF MAURY RICHARDS
City of Martinsburg, West Virginia

"The excellent character and strong work ethic of the staff at Silling Architects make them a desirable component to any project and I would not hesitate to utilize their services again. The team at Silling Architects is, in a word, exceptional."
FREDDIE MULLINS
Dickenson County, Virginia

"Silling Architects has done a commendable job of maintaining an innovative, integral design while still being responsive to the need for close historical integration into the surrounding community."
DELAWARE CITY HISTORIC PRESERVATION COMMISSION
City of Delaware, Ohio

"We cannot begin to articulate how positive our experience has been working with Silling Architects. This firm is truly a value."
PATRICK BOYLE
Lewis County, West Virginia

"It has truly been a successful and collaborative experience and we are very pleased with our selection of Silling Architects as our design professional."
CHRISTOPHER JAKAB
Medina County, Ohio

"Their work has always been exemplary!"
JUDGE GLEN STOTLER
Morgan County, West Virginia

"The experience that Silling brings to our project is helping us to make the best use of every dollar we are putting into the building."
JUDGE MICHAEL KELBLEY
Seneca County, Ohio

SILLING
ARCHITECTS

TOM POTTS, AIA
Principal | Design Leader

tpotts@silling.com
1.304.346.0565

JODY DRIGGS, AIA
Principal | Design Leader

jdriggs@silling.com
1.304.346.0565

CITY HALL ASSESSMENT AND DESIGN
RFQ 2020-01

	Criteria	Combined Weight
1	Technical Capabilities	30
2	Previous Experience	30
3		
4		
5		
		60

Rating (used to fill in yellow boxes)

0	Did not address
1	Significant deficiencies
2	Some deficiencies
3	Meets requirements/expectation
4	Slightly exceeds expectations
5	Greatly exceeds expectations

	Criteria	Bhide & Hall Architects	Total	CPH, Inc.	Total	Lane Architecture PA	Total	LS3P Associates LTD	Total	Passero Associates	Total	Silling Architects	Total
1	Technical Capabilities	11	66	9	54	8	48	13	78	13	78	15	90
2	Previous Experience	12	72	8	48	6	36	11	66	11	66	15	90
	SCORE		138		102		84		144		144		180

CITY HALL ASSESSMENT AND DESIGN
RFQ 2020-01

Jeremiah Glisson

	Criteria	Weight
1	Technical Capabilities	30
2	Previous Experience	30
3		
4		
5		
		60

Rating (used to fill in yellow boxes)

0	Did not address
1	Significant deficiencies
2	Some deficiencies
3	Meets requirements/expectation
4	Slightly exceeds expectations
5	Greatly exceeds expectations

	Criteria	Bhide & Hall Architects	Total	CPH, Inc.	Total	Lane Architecture PA	Total	LS3P Associates LTD	Total	Passero Associates	Total	Silling Architects	Total
1	Technical Capabilities	3	18	3	18	2	12	5	30	4	24	5	30
2	Previous Experience	4	24	2	12	1	6	4	24	4	24	5	30
	SCORE		42		30		18		54		48		60

CITY HALL ASSESSMENT AND DESIGN
RFQ 2020-01

Dale Martin

	Criteria	Weight
1	Technical Capabilities	30
2	Previous Experience	30
3		
4		
5		
		60

Rating (used to fill in yellow boxes)

0	Did not address
1	Significant deficiencies
2	Some deficiencies
3	Meets requirements/expectation
4	Slightly exceeds expectations
5	Greatly exceeds expectations

	Criteria	Bhide & Hall Architects	Total	CPH, Inc.	Total	Lane Architecture PA	Total	LS3P Associates LTD	Total	Passero Associates	Total	Silling Architects	Total
1	Technical Capabilities	4	24	3	18	3	18	5	30	4	24	5	30
2	Previous Experience	4	24	3	18	2	12	4	24	3	18	5	30
	SCORE		48		36		30		54		42		60

CITY HALL ASSESSMENT AND DESIGN
RFQ 2020-01

Sal Cumella

	Criteria	Weight
1	Technical Capabilities	30
2	Previous Experience	30
3		
4		
5		
		60

Rating (used to fill in yellow boxes)

0	Did not address
1	Significant deficiencies
2	Some deficiencies
3	Meets requirements/expectation
4	Slightly exceeds expectations
5	Greatly exceeds expectations

	Criteria	Bhide & Hall Architects	Total	CPH, Inc.	Total	Lane Architecture PA	Total	LS3P Associates LTD	Total	Passero Associates	Total	Silling Architects	Total
1	Technical Capabilities	4	24	3	18	3	18	3	18	5	30	5	30
2	Previous Experience	4	24	3	18	3	18	3	18	4	24	5	30
	SCORE		48		36		36		36		54		60

CITY OF FERNANDINA BEACH
RFQ 2020-01 CITY HALL ASSESSMENT AND DESIGN
EVALUATION COMMITTEE MEETING
AUGUST 11, 2020
10:00 AM

Committee members present: City Manager Dale Martin; Maintenance Director Jeremiah Glisson; and Salvatore Cumella.

Staff members present: Purchasing Agent Wanda Weaks

The meeting was called to order at 10:05 a.m.

Six submittals were received for this Request for Qualifications. Individual scoring sheets, prepared by each committee member, were received prior to the meeting, and consolidated into one sheet which tallied the total scores for each submittal. All submittals were impressive.

Silling Architects received a perfect score. Silling is interested in and aware of restoring the existing City Hall for Historic preservation. Silling is invested in Fernandina Beach having a commitment to preserving the identity of the City.

City Manager Dale Martin asked for a motion to be made to submit for award the top four submittals with ranking as Silling Architects (1), LS3P Associates, LTD (2), Passero Associates (3) and Bhide & Hall Architects (4). Maintenance Director Jeremiah Glisson made the motion. Salvatore Cumella seconded the motion.

The Resolution to award will be on the agenda for September 1, 2020. The time frame for the project to begin will be October 1, 2020.

The meeting was adjourned at 10:20 a.m.

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach

SUBJECT: Resolution 2020-120
Change Order Approval - Marina Utilities, Inc.

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2020-120

SYNOPSIS: The attached Change Order in the amount of $10,753.25 from Marine Utilities, Inc., relates to the recommissioning of five existing gas/diesel fuel dispensers, for replacement parts not included in the original scope: Fuel LCD displays for Volume and Money, seven digit gallons totalizer, display battery backup, rewind buttons, replacement panels, labor and shipping.

FISCAL IMPACT: Funding is available in Marina Building account, 480 56200, in FY 2019/2020 (Project #19047).

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2020-120.

Dale L. Martin, City Manager	8/16/2020
Pauline Testagrose, Comptroller	8/17/2020
Tammi E. Bach, City Attorney	8/21/2020

Submitted By: Nicole Bednar, Administrative Services Manager

Date: August 12, 2020

COMMISSION ACTION: Adopt

RESOLUTION 2020-120

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING CHANGE ORDER #2 WITH MARINA UTILITIES, INC. IN THE AMOUNT OF $10,753.25 FOR REPLACEMENT PARTS RELATIVE TO ELECTRONIC PARTS, DISPLAYS AND PANELS; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City issued Invitation to Bid #17-26 for the Marina Fuel Line Repairs, Improvements and/or Enhancements project; and

WHEREAS, on February 6, 2018, the City Commission awarded the bid to Marina Utilities, Inc. via Resolution 2018-13 in the amount of $87,950; and

WHEREAS, following commencement of this project, additional work has been identified related to the northern attenuator fueling system; and

WHEREAS, Marina Utilities, Inc. has submitted Change Order #2 in the amount of $10,753.25; and

WHEREAS, funding is available in Marina Building account, 480 56200, in FY 2019/2020 (Project #19047).

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

SECTION 1. The City Commission hereby approves Change Order #2 with Marina Utilities, Inc. in the amount of $10,753.25 and authorizes increasing the total project cost to $111,203.25.

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

ADOPTED this 1st day of September, 2020.

ATTEST:

_____
Caroline Best
City Clerk

CITY OF FERNANDINA BEACH

_____
John A. Miller
Mayor – Commissioner

APPROVED AS TO FORM & LEGALITY:

_____
Tammi E. Bach
City Attorney

Purchase Order

Fiscal Year 2018 Page: 1 of: 1

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order # 18000179

Delivery must be made within doors of specified destination.

BILL TO

City of Fernandina Beach
204 ASH STREET
FERNANDINA BEACH, FL 32034

VENDOR

MARINA UTILITIES, INC.
10951 HARMONY PARK DRIVE
BONITA SPRINGS, FL 34135

SHIP TO

MARINA
23 SOUTH FRONT STREET
FERNANDINA BEACH, FL 32034

Vendor Phone Number	Vendor Fax Number	Requisition Number	Delivery Reference
		18301	

Date Ordered	Vendor Number	Date Required	Freight Method/Terms	Department/Location
02/23/2018	7097	02/21/2018		MARINA

Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price
	The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading				
1	Pre-Certifcation of Marina Fue Marina fuel line Improvements and/or Safety Enhancements	1.0	EACH	$87,950.00	$87,950.00
	********** GL SUMMARY **********				
	480 - 56300 $87,950.00				

By: P H Clifford
Comptroller

VENDOR COPY

Total Ext. Price	$87,950.00
PO Total	**$87,950.00**

1. ENTIRE AGREEMENT - The terms, specifications and drawings included in this order when duly executed constitute the entire agreement between the parties, unless otherwise stated on the face of the order. No modification or waiver of terms of the agreement shall be binding unless in writing, signed by the City Manager and confirmed by a representative of the Contractor/Vendor/Seller. This agreement shall be interpreted in accordance with the laws of the State of Florida.
2. DELIVERIES - In the event of failure to deliver material of the quality or within the time specified, City may cancel the order and buy elsewhere. Failure of City to exercise this option with respect to any installment shall not be deemed a waiver with respect to future installments, if any.
3. INSPECTIONS - Materials shall be received subject to City's right to inspect and test all materials at destination before acceptance. Contractor/Vendor/Seller shall pay transportation costs and the cost of inspecting and testing of materials which are rejected by City.
4. ACCEPTANCE - Payment for the goods or services covered by this order shall not constitute acceptance thereof. Shipment of any part of this order or start of work, if providing services, without written acceptance constitutes Contractor/Vendor/Seller's acceptance of this order and its condition.
5. CONTINGENCIES - Neither party shall be liable for delays or defaults due to acts of God, government authority or public enemy, war, fires, floods, epidemics, strikes, labor troubles, freight embargoes or contingencies reasonably beyond its control The party so affected, upon prompt written notice to the other party, shall be excused from making or taking deliveries or goods and/or services hereunder to the extent of such prevention or restriction. At City's option, deliveries so omitted shall be made on notice thereof to the Contractor/Vendor/Seller, upon cessation of such contingency, even though such might have been operative at the date of this order.
6. GOVERNMENT REGULATIONS - Contractor/Vendor/Seller warrants that all applicable laws and regulations of government authority, covering the production, sale and delivery of the materials and performance of services specified herein, have been complied with and shall indemnify and save City harmless from and against any liability or loss resulting from Contractor/Vendor/Seller's failure to do so.
7. TAXES The City is exempt from Federal Taxes on transportation charges and any Federal Excise Tax. If you prepay transportation charges, do not pay tax as the county or city will not reimburse you for the taxes paid. The City also is exempt from State Sales Tax.
8. WARRANTIES - In addition to all warranties, established by statute or common law, or set forth elsewhere in this order, Contractor/Vendor/Seller expressly warrants that all material or services covered herein shall conform to all specifications, drawings, samples, and descriptions furnished or adopted by City and shall be of best quality and fit and sufficient for the purpose for which purchased. If specified hereon, merchantable, of good material and workmanship and free from all patent and latent defects. City's failure to give notice to Contractor/Vendor/Seller of any breach of warranty shall not discharge Contractor/Vendor/Seller of any breach of warranty and shall not discharge Contractor/Vendor/Seller's liability therefor. Without limiting the generality of any of the foregoing, Contractor/Vendor/Seller agrees to be responsible for all defects in design, workmanship and materials which may become apparent within twelve months of receipt by City.
9. PATENTS - Contractor/Vendor/Seller shall protect and indemnify City against all claims, judgments and expenses arising from infringement or alleged infringement of any third party's patent, copyright or other intellectual property rights by any of the goods delivered hereunder. Contractor/Vendor/Seller shall defend or settle at its own expense any proceeding brought against City for such infringements provided Contractor/Vendor/Seller is notified promptly of the commencement of such proceedings and is given authority, information and assistance by the City for the defense or settlement thereof.
10. INSTALLATION - If this order required the services of experts or employees on City's premises, such experts or employees shall not thereby be deemed to by the agents or employees of City. Such parties shall be subject to City's safety rules and fire regulations. Contractor/Vendor/Seller assumes full responsibility for their acts and omissions and agrees to save Buyer harmless from any claims arising therefrom and to accept exclusive liability for payroll and other taxes imposed upon the employer by law. Contractor/Vendor/Seller will undertake to keep the materials and premises involved free from any lien whatsoever for materials and labor incident to the performance of personality for a lump sum amount. Contractor/Vendor/Seller agrees to furnish an analysis thereof as Buyer may reasonably require for accounting purposes. Contractor/Vendor/Seller agrees to furnish an analysis thereof as City may reasonably require for accounting purposes. Contractor/Vendor/Seller shall be solely responsible for materials furnished by Buyer on other than a charge basis in connection with this order.
11. NON-DISCLOSURE - Without prior written consent of the City in each instance, Contractor/Vendor/Seller shall not reveal to a third party the details, characteristics or any information on materials made to the special order of City or use reproductions thereof in any promotional media or reveal that City is purchasing the materials ordered hereunder.
12. ASSIGNMENT - Contractor/Vendor/Seller shall not assign this order or any part thereof without written consent of the City. Such consent will not relieve Contractor/Vendor/Seller from its obligations and liabilities hereunder.
13. CHANGES - City reserves right to change specifications and delivery dates. Any resultant contract differences shall be equitably adjusted in writing.
14. OCCUPATION SAFETY AND HEALTH ACT - Contractor/Vendor/Seller certifies that all material, equipment, etc. supplied under terms of the Purchase Order meets all O.S.H.A. requirements. Contractor/Vendor/Seller further certifies that, if the material, equipment, etc. delivered is subsequently found to be deficient in accordance with any O.S.H.A. requirement in effect on date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with the O.S.H.A. requirements shall be borne by the Contractor/Vendor/Seller.
15. INDEMNIFICATION -The parties recognize that Contractor/Vendor/Seller is an independent contractor. Contractor/Vendor/Seller agrees to assume liability for and indemnify, hold harmless, and defend the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, arising directly or indirectly out of or in connection with any negligent and/or deliberate act or omission of Contractor/Vendor/Seller, its officers, employees, subcontractors, agents, and representatives. Contractor/Vendor/Seller's liability hereunder shall include all attorney's fees and costs incurred by the City in the enforcement of this indemnification provision. This includes claims made by the employees of Contractor/Vendor/Seller against the City and Contractor/Vendor/Seller hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall not be limited by the amount of any insurance required to be obtained or maintained by Contractor/Vendor/Seller. In addition, Contractor/Vendor/Seller agrees to assume liability for and indemnify, hold harmless and defend the City, its mayor, commissioners, officers, employees, attorneys, agents and representatives of, from, and against all liability and expense, including reasonable attorneys' fees, in connection with any and all claims, including claims for injunctive or equitable relief, and damages whatsoever for personal injuries or property damage, including loss of use, arising out of Contractor/Vendor/Seller's violation or alleged violation of any third party's trade secrets, proprietary information, trademark, copyright, or patent rights in connection with Contractor/Vendor/Seller's licensing of any software, hardware, uploads or downloads delivered to the City pursuant to this Purchase Order and/or arising out of the negligent or deliberate act or omission of Contractor/Vendor/Seller, its officers, employees, volunteers, representatives or agents. Nothing contained in the foregoing indemnification shall be construed to be a waiver of any immunity or limitation of liability the City may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.
16. INSURANCE INSURANCE If required by the City, Contractor/Vendor/Seller shall procure and maintain worker's compensation insurance and commercial general liability insurance satisfactory to the City, with liability limits of not less than One Million Dollars ($1,000,000) combined single limit per occurrence for bodily injury and property damage liability, with a certificate of insurance to be furnished to the City naming the City as an additional insured and the supporting Endorsement page included. It is understood and agreed that the coverage afforded by Contractor/Vendor/Seller commercial general liability insurance also applies to City as an additional insured. Such policy shall provide that cancellation or changes to such insurance shall not occur without at least thirty (30) days prior written notice to the City. This requirement for proof of insurance may be modified only through approval of the applicable Department Director and the City Attorney.
17. PURCHASE ORDER NUMBER - Purchase Order Number must appear on all packages, packing slips, invoices and all correspondence relating to the Order. City will not be responsible for goods delivered without Purchase Order Number.
18. INVOICING - Invoice(s) must be submitted in duplicate to billing address indicated on face of Purchase Order. Invoice must state Purchase Order Number, unit price(s), extension(s), total, and SHIP TO ADDRESS.
19. PRICES - Prices are F.O.B. destination unless otherwise specified and agreed to by the City.
20. PAYMENT - Payment due hereunder shall be made by the City to Contractor/Vendor/Seller in accordance with the Florida Local Government Prompt Payment Act.
21. DISCOUNTS - Delay in receiving an invoice, invoicing for materials shipped ahead of specified schedule, or invoices rendered with errors or omissions will be considered just cause for City to withhold payment without losing discount privileges. Discount privilege will apply from date of scheduled delivery, the date of receipt of goods, or the date of approved invoice, whichever is later.
22. ACCEPTANCE - ENTIRE AGREEMENT - Acceptance of this Purchase Order will be unqualified, unconditional, and subject to and expressly limited by the Terms and Conditions hereon. City and the Contractor/Vendor/Seller shall not be bound by additional provisions or provisions at variance herewith that may appear in the Contractor/Vendor/Seller's quotation, acknowledgment in force, or any other communication from Contractor/Vendor/Seller to City unless such provision is expressly agreed to and confirmed in writing.
23. VARIATION IN QUANTITY - City assumes no liability for material produced, processed or shipped in excess of the amount specified herein.
24. SEVERABILITY - If any section, subsection, sentence, clause, phrase, or portion of this contract is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portion thereof.
25. CAPTIONS - Captions have been provided for the benefit of the parties, and for reference only, and are not deemed to be a part of the agreement created.
26. MATERIAL SAFETY DATA - In accordance with Florida Statutes, Chapter 442, it is the Contractor/Vendor/Seller's duty to advise if a product is a toxic substance and to provide a Material Safety Data Sheet at time of delivery.
27. PERMITS - Contractor/Vendor/Seller is responsible for obtaining any permits necessary to complete the work covered by this order, at its own expense, prior to starting any work under this order.
28. PUBLIC RECORDS LAW REQUIREMENTS - Pursuant to Section 119.0701, Florida Statutes, Contractor/Vendor performing services for City shall: (a) keep and maintain all public records as that term is defined in Chapter 119, Florida Statutes ("Public Records"), that ordinarily and necessarily would be required by the City in order to perform the work contemplated by this Agreement; (b) provide the public with access to Public Records, on the same terms and conditions that the City would provide the records and at a cost that does not exceed the costs provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that Public Records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; (d) meet all requirements for retaining Public Records and transfer, at no cost to the City, all public records in possession of Contractor/Vendor within thirty (30) days after termination of this Agreement, however terminated, and destroy any duplicate Public Records that are exempt or confidential and exempt from public records disclosure requirements and provide the City with a letter confirming that this has been done within thirty (30) days of the termination of this Agreement. All Public Records stored electronically must be provided to the City in a format that is compatible with the information technology of the City. If Contractor/Vendor does not comply with a public records request, the City may pursue any and all remedies available in law or equity, including but not limited to specific performance.

Purchase Order

Fiscal Year 2019 Page: 1 of: 1

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order # 18190179

Delivery must be made within doors of specified destination.

BILL TO

City of Fernandina Beach

VENDOR

MARINA UTILITIES, INC.
10951 HARMONY PARK DRIVE
BONITA SPRINGS, FL 34135

SHIP TO

MARINA
23 SOUTH FRONT STREET
FERNANDINA BEACH, FL 32034

Vendor Phone Number	Vendor Fax Number	Requisition Number	Delivery Reference

Date Ordered	Vendor Number	Date Required	Freight Method/Terms	Department/Location
08/06/2019	7097			MARINA

Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price
	The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading				
	MARINA FUEL LINE IMPROVEMENTS				
1	MARINA FUEL LINE IMPROVEMENTS AND/ OR SAFETY ENHANCEMENTS 480-56300 BALANCE OF PO $71,840.00	1.0		$71,840.00	$71,840.00
	********** GL SUMMARY **********				
	480 - 56300 $71,840.00				

By: _____
Comptroller

VENDOR COPY

Total Ext. Price	$71,840.00
PO Total	**$71,840.00**

1. ENTIRE AGREEMENT - The terms, specifications and drawings included in this order when duly executed constitute the entire agreement between the parties, unless otherwise stated on the face of the order. No modification or waiver of terms of the agreement shall be binding unless in writing, signed by the City Manager and confirmed by a representative of the Contractor/Vendor/ Seller. This agreement shall be interpreted in accordance with the laws of the State of Florida.
2. DELIVERIES - In the event of failure to deliver material of the quality or within the time specified, City may cancel the order and buy elsewhere. Failure of City to exercise this option with respect to any installment shall not be deemed a waiver with respect to future installments, if any.
3. INSPECTIONS - Materials shall be received subject to City's right to inspect and test all materials at destination before acceptance. Contractor/Vendor/Seller shall pay transportation costs and the cost of inspecting and testing of materials which are rejected by City.
4. ACCEPTANCE - Payment for the goods or services covered by this order shall not constitute acceptance thereof. Shipment of any part of this order or start of work, if providing services, without written acceptance constitutes Contractor/Vendor/Seller's acceptance of this order and its condition.
5. CONTINGENCIES - Neither party shall be liable for delays or defaults due to acts of God, government authority or public enemy, war, fires, floods, epidemics, strikes, labor troubles, freight embargoes or contingencies reasonably beyond its control The party so affected, upon prompt written notice to the other party, shall be excused from making or taking deliveries or goods and/or services hereunder to the extent of such prevention or restriction. At City's option, deliveries so omitted shall be made on notice thereof to the Contractor/Vendor/Seller, upon cessation of such contingency, even though such might have been operative at the date of this order.
6. GOVERNMENT REGULATIONS - Contractor/Vendor/Seller warrants that all applicable laws and regulations of government authority, covering the production, sale and delivery of the materials and performance of services specified herein, have been complied with and shall indemnify and save City harmless from and against any liability or loss resulting from Contractor/Vendor/Seller's failure to do so.
7. TAXES The City is exempt from Federal Taxes on transportation charges and any Federal Excise Tax. If you prepay transportation charges, do not pay tax as the county or city will not reimburse you for the taxes paid. The City also is exempt from State Sales Tax.
8. WARRANTIES - In addition to all warranties, established by statute or common law, or set forth elsewhere in this order, Contractor/Vendor/Seller expressly warrants that all material or services covered herein shall conform to all specifications, drawings, samples, and descriptions furnished or adopted by City and shall be of best quality and fit and sufficient for the purpose for which purchased. If specified hereon, merchantable, of good material and workmanship and free from all patent and latent defects. City's failure to give notice to Contractor/Vendor/Seller of any breach of warranty shall not discharge Contractor/Vendor/Seller of any breach of warranty and shall not discharge Contractor/Vendor/Seller's liability therefor. Without limiting the generality of any of the foregoing, Contractor/Vendor/Seller agrees to be responsible for all defects in design, workmanship and materials which may become apparent within twelve months of receipt by City.
9. PATENTS - Contractor/Vendor/Seller shall protect and indemnify City against all claims, judgments and expenses arising from infringement or alleged infringement of any third party's patent, copyright or other intellectual property rights by any of the goods delivered hereunder. Contractor/Vendor/Seller shall defend or settle at its own expense any proceeding brought against City for such infringements provided Contractor/Vendor/Seller is notified promptly of the commencement of such proceedings and is given authority, information and assistance by the City for the defense or settlement thereof.
10. INSTALLATION - If this order required the services of experts or employees on City's premises, such experts or employees shall not thereby be deemed to by the agents or employees of City. Such parties shall be subject to City's safety rules and fire regulations. Contractor/Vendor/Seller assumes full responsibility for their acts and omissions and agrees to save Buyer harmless from any claims arising therefrom and to accept exclusive liability for payroll and other taxes imposed upon the employer by law. Contractor/Vendor/Seller will undertake to keep the materials and premises involved free from any lien whatsoever for materials and labor incident to the performance of personality for a lump sum amount. Contractor/Vendor/Seller agrees to furnish an analysis thereof as Buyer may reasonably require for accounting purposes. Contractor/Vendor/Seller agrees to furnish an analysis thereof as City may reasonably require for accounting purposes. Contractor/Vendor/ Seller shall be solely responsible for materials furnished by Buyer on other than a charge basis in connection with this order.
11. NON-DISCLOSURE - Without prior written consent of the City in each instance, Contractor/Vendor/Seller shall not reveal to a third party the details, characteristics or any information on materials made to the special order of City or use reproductions thereof in any promotional media or reveal that City is purchasing the materials ordered hereunder.
12. ASSIGNMENT - Contractor/Vendor/Seller shall not assign this order or any part thereof without written consent of the City. Such consent will not relieve Contractor/Vendor/Seller from its obligations and liabilities hereunder.
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14. OCCUPATION SAFETY AND HEALTH ACT - Contractor/Vendor/Seller certifies that all material, equipment, etc. supplied under terms of the Purchase Order meets all O.S.H.A. requirements. Contractor/Vendor/Seller further certifies that, if the material, equipment, etc. delivered is subsequently found to be deficient in accordance with any O.S.H.A. requirement in effect on date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with the O.S.H.A. requirements shall be borne by the Contractor/Vendor/Seller.
15. INDEMNIFICATION -The parties recognize that Contractor/Vendor/Seller is an independent contractor. Contractor/Vendor/Seller agrees to assume liability for and indemnify, hold harmless, and defend the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, arising directly or indirectly out of or in connection with any negligent and/or deliberate act or omission of Contractor/Vendor/Seller, its officers, employees, subcontractors, agents, and representatives. Contractor/Vendor/Seller's liability hereunder shall include all attorney's fees and costs incurred by the City in the enforcement of this indemnification provision. This includes claims made by the employees of Contractor/Vendor/Seller against the City and Contractor/Vendor/Seller hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall not be limited by the amount of any insurance required to be obtained or maintained by Contractor/Vendor/Seller. In addition, Contractor/Vendor/Seller agrees to assume liability for and indemnify, hold harmless and defend the City, its mayor, commissioners, officers, employees, attorneys, agents and representatives of, from, and against all liability and expense, including reasonable attorneys' fees, in connection with any and all claims, including claims for injunctive or equitable relief, and damages whatsoever for personal injuries or property damage, including loss of use, arising out of Contractor/Vendor/Seller's violation or alleged violation of any third party's trade secrets, proprietary information, trademark, copyright, or patent rights in connection with Contractor/Vendor/Seller's licensing of any software, hardware, uploads or downloads delivered to the City pursuant to this Purchase Order and/or arising out of the negligent or deliberate act or omission of Contractor/Vendor/Seller, its officers, employees, volunteers, representatives or agents. Nothing contained in the foregoing indemnification shall be construed to be a waiver of any immunity or limitation of liability the City may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.
16. INSURANCE INSURANCE If required by the City, Contractor/Vendor/Seller shall procure and maintain worker's compensation insurance and commercial general liability insurance satisfactory to the City, with liability limits of not less than One Million Dollars ($1,000,000) combined single limit per occurrence for bodily injury and property damage liability, with a certificate of insurance to be furnished to the City naming the City as an additional insured and the supporting Endorsement page included. It is understood and agreed that the coverage afforded by Contractor/Vendor/Seller commercial general liability insurance also applies to City as an additional insured. Such policy shall provide that cancellation or changes to such insurance shall not occur without at least thirty (30) days prior written notice to the City. This requirement for proof of insurance may be modified only through approval of the applicable Department Director and the City Attorney.
17. PURCHASE ORDER NUMBER - Purchase Order Number must appear on all packages, packing slips, invoices and all correspondence relating to the Order. City will not be responsible for goods delivered without Purchase Order Number.
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22. ACCEPTANCE - ENTIRE AGREEMENT - Acceptance of this Purchase Order will be unqualified, unconditional, and subject to and expressly limited by the Terms and Conditions hereon. City and the Contractor/Vendor/Seller shall not be bound by additional provisions or provisions at variance herewith that may appear in the Contractor/Vendor/Seller's quotation, acknowledgment in force, or any other communication from Contractor/Vendor/Seller to City unless such provision is expressly agreed to and confirmed in writing.
23. VARIATION IN QUANTITY - City assumes no liability for material produced, processed or shipped in excess of the amount specified herein.
24. SEVERABILITY - If any section, subsection, sentence, clause, phrase, or portion of this contract is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portion thereof.
25. CAPTIONS - Captions have been provided for the benefit of the parties, and for reference only, and are not deemed to be a part of the agreement created.
26. MATERIAL SAFETY DATA - In accordance with Florida Statutes, Chapter 442, it is the Contractor/Vendor/Seller's duty to advise if a product is a toxic substance and to provide a Material Safety Data Sheet at time of delivery.
27. PERMITS - Contractor/Vendor/Seller is responsible for obtaining any permits necessary to complete the work covered by this order, at its own expense, prior to starting any work under this order.
28. PUBLIC RECORDS LAW REQUIREMENTS - Pursuant to Section 119.0701, Florida Statutes, Contractor/Vendor performing services for City shall: (a) keep and maintain all public records as that term is defined in Chapter 119, Florida Statutes ("Public Records"), that ordinarily and necessarily would be required by the City in order to perform the work contemplated by this Agreement; (b) provide the public with access to Public Records, on the same terms and conditions that the City would provide the records and at a cost that does not exceed the costs provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that Public Records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; (d) meet all requirements for retaining Public Records and transfer, at no cost to the City, all public records in possession of Contractor/Vendor within thirty (30) days after termination of this Agreement, however terminated, and destroy any duplicate Public Records that are exempt or confidential and exempt from public records disclosure requirements and provide the City with a letter confirming that this has been done within thirty (30) days of the termination of this Agreement. All Public Records stored electronically must be provided to the City in a format that is compatible with the information technology of the City. If Contractor/Vendor does not comply with a public records request, the City may pursue any and all remedies available in law or equity, including but not limited to specific performance.

Change Order #2
Proposal

Marina Utilities, Inc

10951 Harmony Park Drive
Unit 4
Bonita Springs, FL 34135

Date 8/5/2020
Estimate # 238

Name / Address
Maintenance Dept. - Facilities City Of Fernandina Beach 1180 South 5th Street Ext. Fernandina Beach, FL 32034

Description	Qty	U/M	Rate	Total
Repair of Dispensors				
Rewind button for Fuel House Hose Reel	5	ea	47.36	236.80
Fuel Display for Fuel House Dispenser	5	ea	698.37	3,491.85
Replacement panel for Fuel House Dispenser	2	ea	377.40	754.80
Dispenser Handles	4	ea	187.20	748.80
Supplies	1	ea	25.00	25.00
Labor - Hourly - not to exceed	13	hr	80.00	1,040.00
Trip charge for 1 person to do installation	1		500.00	500.00
Shipping Estimate - to be billed at cost			250.00	250.00
Tank Repairs				
Parts and Material - 2 probes and 2 motors	1	ea	2,906.00	2,906.00
Labor - Hourly	10	hr	80.00	800.00

Phone # 239-405-8877 accounting@marinautilities.com
Fax # 239-405-8878 www.MarinaUtilities.com

Subtotal	$10,753.25
Sales Tax (6.5%)	$0.00
Total	$10,753.25

Approved By _____

Printed Name _____

Date _____

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach

SUBJECT: Resolution 2020-121
Lobbying Services Agreement – Jacobs Scholz & Wyler, LLC

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2020-121.

SYNOPSIS: The City has utilized the lobbying services of Jacobs Scholz & Wyler, LLC for state and federal lobbying since October, 2008. It is recommended that a new Lobbying Services Agreement with Jacobs Scholz & Wyler, LLC be approved as to allow Jacobs Scholz & Wyler to continue representing the City in pursuit of various state and federal grant funding opportunities for City projects.

FISCAL IMPACT: Funding to support the Lobbying Services Agreement is budgeted in the FY 2020/2021 budget and available in the City Commission Professional Services account, 0011100 53100. Jacobs Scholz & Wyler, LLC shall be paid a fee of $6,250 per month for work performed (not to exceed $75,000 per fiscal year) plus travel, lodging and presentation production expenses. Annualized expenses for travel, lodging and production expenses are estimated at and shall not exceed $10,000.

CITY ATTORNEY COMMENTS: See above synopsis.

CITY MANAGER RECOMMENDATION(S): In the nearly five years of my service to the Fernandina Beach community, the advocacy efforts of Mr. Jacobs and the professionalism of him and all others associated with Jacobs Scholz & Wyler, LLC have provided invaluable assistance and guidance to the City. I enthusiastically recommend that the City Commission adopt proposed Resolution 2020-121.

Tammi E. Bach, City Attorney	8/14/2020
Dale L. Martin, City Manager	8/18/2020
Pauline Testagrose, Comptroller	8/19/2020

Submitted By: Nicole Bednar, Administrative Services Manager

Date: July 07, 2020

COMMISSION ACTION: Adopt

RESOLUTION 2020-121

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING A LOBBYING SERVICES AGREEMENT BETWEEN THE CITY AND JACOBS SCHOLZ & WYLER, LLC FOR STATE AND FEDERAL LOBBYING SERVICES FOR FY 2020/2021; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is in the best interest of the City to enter into a lobbying services agreement to allow Jacobs Scholz & Wyler to continue state and federal lobbying for the City for the next year to pursue opportunities for funding; and

WHEREAS, funding for state and federal lobbying services will be appropriated by the benefitting City accounts based on lobbying projects/issues approved by the City; and

WHEREAS, funding for the lobbying services is budgeted and available in the City Commission Professional Services account, 0011100 53100.

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

SECTION 1. The City Commission hereby approves the lobbying services agreement with Jacobs Scholz & Associates, LLC, attached hereto as Exhibit "A".

SECTION 2. The City Manager and City Clerk are hereby authorized to execute the lobbying services agreement on behalf of the City of Fernandina Beach after review and approval by the City Attorney.

SECTION 3. This Resolution shall become effective October 1, 2020.

ADOPTED this 1st 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

AGREEMENT

AN AGREEMENT entered into this 1st day of October, 2020, by and between the CITY OF FERNANDINA BEACH, FLORIDA, a political subdivision of the State of Florida, hereinafter referred to as the "City", and JACOBS SCHOLZ & ASSOCIATES, LLC, hereinafter referred to as "Jacobs Scholz & Associates".

WHEREAS, the City Commission has determined that it is in the best interest of the citizens of Fernandina Beach to contract with a lobbyist to represent Fernandina Beach before the United States Congress, Cabinet, the President, and federal agencies, and before the State of Florida Legislature, the Cabinet, the Governor, and state agencies; and

WHEREAS, the City Commission has determined that it is necessary, in order to pursue funding of project (s) vital to the citizens of Fernandina Beach, that a lobbyist be retained to pursue federal and state funding; and

WHEREAS, the City Commission has determined that an individual entity be retained by contract under the direction of the City Manager; and

WHEREAS, Jacobs Scholz & Associates has provided information as to its qualifications; and

WHEREAS, Jacobs Scholz & Associates has indicated that it has the knowledge and ability to represent the City before the United States Congress, Cabinet, the President, and federal agencies and before the State of Florida Legislature, the Cabinet, the Governor, and state agencies when applicable.

NOW THEREFORE, the parties agree as follows:

1. The foregoing recitals are hereby fully incorporated into this Agreement by this reference.

2. Jacobs Scholz & Associates shall represent the City before the United States Congress, Cabinet, the President and his staff, and federal agencies and before the State of Florida Legislature, the Cabinet, the Governor, and state agencies when applicable.

3. The City Manager shall provide to Jacobs Scholz & Associates the priorities of the City in writing.

4. The City Manager shall provide a written list of all projects for which the City is seeking federal and State of Florida funding, and Jacobs Scholz & Associates shall pursue said funding through the federal or state process.

5. Jacobs Scholz & Associates shall meet with the City Manager to discuss the projects for which the City is seeking federal and state funding.

6. The City Manager shall notify Jacobs Scholz & Associates in writing as to any and all issues or programs that require contact with federal or state agencies, and Jacobs Scholz & Associates shall pursue those.

7. Jacobs Scholz & Associates shall be responsive to requests by the City as communicated by the City Manager and shall respond to inquiries within twenty-four (24) hours of any written or telephonic contact.

8. Jacobs Scholz & Associates shall appear before the City Commission at any requested time and date upon reasonable notice.

9. Jacobs Scholz & Associates shall be registered pursuant to any federal and/or State of Florida requirements when applicable.

10. The approval and funding of project(s) by federal and state agencies vital to the City of Fernandina Beach, is an indication of the satisfactory completion of the contract.

11. Jacobs Scholz & Associates shall submit an annual written report to the City on the status of

projects and funding.

12. Jacobs Scholz & Associates shall be paid a fee of Five Thousand Six Hundred Twenty-Five Dollars ($6,250.00) per month for work performed (not to exceed $75,000 per fiscal year), plus travel, lodging, and presentation production expenses. Jacobs Scholz & Associates shall submit estimated travel expenses to the City Manager prior to incurring such expenses. Annualized expenses for travel, lodging and production expenses are estimated at and shall not exceed $10,000.00. Jacobs Scholz & Associates shall provide a monthly activity sheet detailing work performed on behalf of the City. All invoices shall be submitted to the City and are payable in accordance with the Local Government Prompt Payment Act, Section 218.70, Florida Statutes.

13. Jacobs Scholz & Associates may represent other clients. The representation of other clients shall not be in conflict with the City of Fernandina Beach nor shall other representation(s) interfere with or detract from the representation of the City of Fernandina Beach.

14. The term of this Agreement shall commence on October 1, 2020 and shall terminate on September 30, 2021. Said Agreement may be renewed by the written agreement of the parties hereto.

15. The City Commission, or representative(s), the City Attorney, and/or the City Manager, at the request of Jacobs Scholz & Associates, shall be available upon reasonable request, to meet with members of the United States Congress, Cabinet, President, the President's staff, and federal agencies and before the Florida Legislature, the Cabinet, the Governor, and state Agencies.

16. In the event that sufficient budgeted funds are not available, the City shall notify Jacobs Scholz & Associates of such occurrence, and this Agreement shall terminate on the last day of the then current fiscal year without penalty or expense to the City.

17. Any notices required pursuant to this Agreement shall be to the following:

To the City:

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

With a copy to:

Tammi E. Bach
City Attorney
204 Ash Street
Fernandina Beach, FL 32034

AND

Jacobs Scholz & Associates
961687 Gateway Blvd.
Suite 201-I
Fernandina Beach, FL 32034

IN WITNESS WHEREOF, the parties have executed this instrument on the date first above written.

CITY OF FERNANDINA BEACH, FLORIDA

_____
Dale L. Martin, City Manager

ATTEST:

_____
Caroline Best, City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
Tammi E. Bach, City Attorney

Acknowledged and Agreed to:

By: _____
JACOBS SCHOLZ & ASSOCIATES, LLC
Print Name: Arthur I Jacobs
Title: Senior Attorney

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach

SUBJECT: Resolution 2020-122
Temporary Easements - United States Army Corps of Engineers

ITEM TYPE: Resolution (w/o fiscal impact)

REQUESTED ACTION: Consider Resolution 2020-122

SYNOPSIS: The US Army Corps of Engineers is conducting a dredging project for Kings Bay Naval Base. The beach-quality sand recovered in this project will be used to renourish Florida beaches, including Fernandina Beach. In order to complete the project, the USACE needs access to certain areas of Dolphin Street at Fletcher Ave and Ocean Ave to complete work. These easements grant the USACE temporary use of these areas for twelve months.

FISCAL IMPACT: None

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2020-122.

Tammi E. Bach, City Attorney 8/14/2020
Dale L. Martin, City Manager 8/21/2020

Katie A Newton

Date: August 14, 2020

Submitted By: Katie Newton, Legal Assistant

COMMISSION ACTION: Adopt

RESOLUTION 2020-122

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING TEMPORARY EASEMENT AGREEMENTS BETWEEN THE CITY OF FERNANDINA BEACH AND THE UNITED STATES ARMY CORPS OF ENGINEERS FOR BEACH RENOURISHMENT STAGING AND MOBILIZATION; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the U.S. Army Corps of Engineers (USACE) will be conducting a project for the United States Navy to dredge the entrance channel of Naval Submarine Base Kings Bay;

WHEREAS, the U.S. Navy and State of Florida have agreed that all beach-quality sand recovered in the dredging project is to be placed on State of Florida beaches, including beaches within the City of Fernandina Beach;

WHEREAS, the USACE requests 12-month temporary work easements from the City for construction access areas near the intersection of Dolphin Street and Ocean Avenue and staging area near the intersection of Dolphin Street and South Fletcher Avenue; and

WHEREAS, the City of Fernandina Beach wishes to grant the USACE temporary easements to conduct beach renourishment work.

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

SECTION 1. The City Commission hereby grants these temporary easements to USACE and directs the City Manager and City Clerk to execute temporary easement agreements with the USACE upon review and approval of the City Attorney, attached hereto as Exhibit "1" and Exhibit "2".

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

ADOPTED this 1st 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

Resolution 2020-122
Exhibit "1"

TEMPORARY EASEMENT AGREEMENT
DOLPHIN STREET AND NORTH FLETCHER AVENUE

THIS TEMPORARY EASEMENT AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2020, by and between the City of Fernandina Beach, Florida, a municipal corporation, whose address is 204 Ash Street, Fernandina Beach, FL 32034 ("Grantor"), and United States Army Corps of Engineers, a department of the U.S. Army, Jacksonville District whose address is 701 San Marco Boulevard, Jacksonville, FL 32207-8175 ("Grantee").

RECITALS

WHEREAS, Grantor is the owner of certain real property situated within the municipal limits of the City of Fernandina Beach, Florida ("Grantor's Property"), more particularly described in Exhibit "A", and

WHEREAS, the Grantee desires an unrestricted temporary easement and right-of-way in, over and across Grantor's property for a period of 12 months and for the purpose of a temporary staging area to store equipment, , erect and remove temporary structures, and trim, cut and remove obstructions such as vegetation and structures within the easement area; and temporary access area.

WHEREAS, the Grantor is willing to grant to Grantee an unrestricted, temporary easement and right-of-way in, over and across Grantor's property for a period of 12 months and for the purpose of a temporary staging area to store equipment, , erect and remove temporary structures, and trim, cut and remove obstructions such as vegetation and structures within the easement area and temporary access area for the use and benefit of the Grantee; and

WHEREAS, Grantor is willing and able to grant to Grantee such temporary easement and appurtenant rights as are hereinafter set forth; and

WHEREAS, Grantee desires to accept said easement rights, and is willing to perform the affirmative covenants hereinafter set forth;

NOW, THEREFORE, for and in consideration of the sum of $10.00 the affirmative covenants assumed by Grantee herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by Grantor, and the affirmative covenants assumed by Grantee herein, the parties agree as follows:

AGREEMENT

1. Recitals; Exhibits. The above recitals and all Exhibits attached to this Agreement are true and correct and are incorporated herein by this reference.

2. Temporary Easement. Grantor hereby grants to Grantee, its successors and assigns, a temporary, non-exclusive easement and right-of-way ("Easement") in, over and across that certain real property situated in the City of Fernandina Beach, Nassau County, Florida, more

particularly described on Exhibit "B" attached hereto and incorporated herein by this reference ("Easement Area") for a period not to exceed twelve (12) months, beginning with the date possession of the land is granted to the United States, its representatives, agents, and contractors as a work area, including the right to (move, store and remove equipment and supplies, and erect and remove temporary structures on the land and to perform any other work necessary and incident to the construction of the Kings Bay Entrance Channel O&M Project, together with the right to trim, cut, fell and remove therefrom all trees, underbrush, obstructions, and any other vegetation, structures, or obstacles within the limits of the right-of-way; reserving, however, to the landowners, their heirs and assigns, all such rights and privileges as may be used without interfering with or abridging the rights and easement hereby acquired; subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

3. Grantor's Representations and Warranties. Grantor hereby represents and warrants to Grantee as follows:

3.1 Ownership. Grantor is the owner in fee simple of the certain parcel of real estate situated in Nassau County, Florida, more particularly described on Exhibit "A" on which Grantee intends to use as a staging area and access area.

3.2 Right to Convey Easement. Grantor warrants and represents that Grantor has the right to convey a temporary Easement in, on, over and across the property, more particularly described on Exhibit "B" and will defend the same easement against the lawful claims of all persons whomsoever.

3.3. Authority. Grantor does hereby fully warrant and represent that the party signing the Agreement on behalf of Grantor has the authority to bind Grantor to the Agreement.

4. Use of Easement Area. Notwithstanding the foregoing grants of easements, Grantor retains the right to use the Easement Area for any lawful purpose other than for a permanent building, structure, foundation, or other use inconsistent with the grants made herein.

5. Binding Effect. The foregoing grants of easements and rights appurtenant thereto, shall be and constitute covenants running with the land, benefitting the public at large and burdening the Easement Area, and shall be binding upon the heirs, successors, and assigns of the parties.

6. Entire Agreement. This Agreement embodies and constitutes the entire understanding between the parties with respect to the matters set forth in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged, or terminated except by an instrument in writing signed by the party against which the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument.

7. Counterparts. This Agreement may be executed in two or more separate counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument.

8. Restoration. In the event of construction, maintenance or repair in the Easement Area by Grantee, Grantee hereby agrees and understands that Grantee is required to restore the ground surface area of the Easement Area by replacing any pre-existing landscaping, fencing, concrete and/or asphalt to as near a preconstruction condition as is practicable in the reasonable judgment of the Grantee.

IN WITNESS WHEREOF, the parties have executed this instrument on the date first above written.

"GRANTOR"
City of Fernandina Beach, a Florida municipal corporation

ATTEST:

_____ _____
Caroline Best, City Clerk John A. Miller
Mayor-Commissioner

APPROVED AS TO FORM AND LEGALITY:

_____
Tammi E. Bach, City Attorney

"GRANTEE"

United States Army Corps of Engineers

By:_____

ATTEST: Print Name:_____

_____

_____

EXHIBIT "A"

LEGAL DESCRIPTION OF THE SUBJECT PROPERTY

EXHIBIT "B"

LEGAL DESCRIPTION OF EASEMENT

Resolution 2020-122
Exhibit "2"

TEMPORARY EASEMENT AGREEMENT
DOLPHIN STREET AND NORTH FLETCHER AVENUE

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WHEREAS, the Grantee desires an unrestricted temporary easement and right-of-way in, over and across Grantor's property for a period of 12 months and for the purpose of a temporary staging area to store equipment, , erect and remove temporary structures, and trim, cut and remove obstructions such as vegetation and structures within the easement area; and temporary access area.

WHEREAS, the Grantor is willing to grant to Grantee an unrestricted, temporary easement and right-of-way in, over and across Grantor's property for a period of 12 months and for the purpose of a temporary staging area to store equipment, , erect and remove temporary structures, and trim, cut and remove obstructions such as vegetation and structures within the easement area and temporary access area for the use and benefit of the Grantee; and

WHEREAS, Grantor is willing and able to grant to Grantee such temporary easement and appurtenant rights as are hereinafter set forth; and

WHEREAS, Grantee desires to accept said easement rights, and is willing to perform the affirmative covenants hereinafter set forth;

NOW, THEREFORE, for and in consideration of the sum of $10.00 the affirmative covenants assumed by Grantee herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by Grantor, and the affirmative covenants assumed by Grantee herein, the parties agree as follows:

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particularly described on Exhibit "B" attached hereto and incorporated herein by this reference ("Easement Area") for a period not to exceed twelve (12) months, beginning with the date possession of the land is granted to the United States, its representatives, agents, and contractors as a work area, including the right to (move, store and remove equipment and supplies, and erect and remove temporary structures on the land and to perform any other work necessary and incident to the construction of the Kings Bay Entrance Channel O&M Project, together with the right to trim, cut, fell and remove therefrom all trees, underbrush, obstructions, and any other vegetation, structures, or obstacles within the limits of the right-of-way; reserving, however, to the landowners, their heirs and assigns, all such rights and privileges as may be used without interfering with or abridging the rights and easement hereby acquired; subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

3. Grantor's Representations and Warranties. Grantor hereby represents and warrants to Grantee as follows:

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3.3. Authority. Grantor does hereby fully warrant and represent that the party signing the Agreement on behalf of Grantor has the authority to bind Grantor to the Agreement.

4. Use of Easement Area. Notwithstanding the foregoing grants of easements, Grantor retains the right to use the Easement Area for any lawful purpose other than for a permanent building, structure, foundation, or other use inconsistent with the grants made herein.

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IN WITNESS WHEREOF, the parties have executed this instrument on the date first above written.

"GRANTOR"
City of Fernandina Beach, a Florida municipal corporation

ATTEST:

_____ _____
Caroline Best, City Clerk John A. Miller
Mayor-Commissioner

APPROVED AS TO FORM AND LEGALITY:

_____
Tammi E. Bach, City Attorney

"GRANTEE"

United States Army Corps of Engineers

By:_____

ATTEST: Print Name:_____

_____

_____

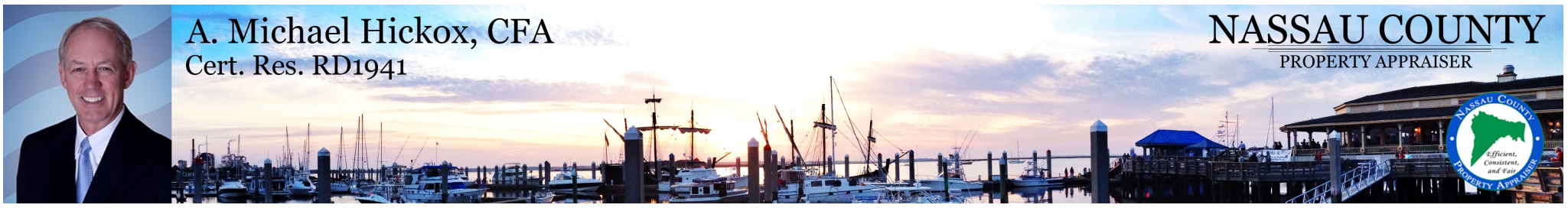
EXHIBIT "A"

LEGAL DESCRIPTION OF THE SUBJECT PROPERTY

EXHIBIT "B"

LEGAL DESCRIPTION OF EASEMENT

Exhibit "A"



Change of Address

PROPERTY INFORMATION

Parcel Number 00-00-31-1100-000C-0010

Owner Name	CITY OF FERNANDINA BEACH
Mailing Address	204 ASH STREET
	FERNANDINA BEACH, FL 32034
Location Address	TARPON & DOPHIN ST
	FERNANDINA BEACH 32034
Tax District	FERNANDINA BEACH
Millage	20.3245
Homestead	Yes
Property Usage	VAC GOVERN 008000
Deed Acres	0
Short Legal	BLOCK C LOT 1 W PORT BEACH CASINO TRACT PB2/74

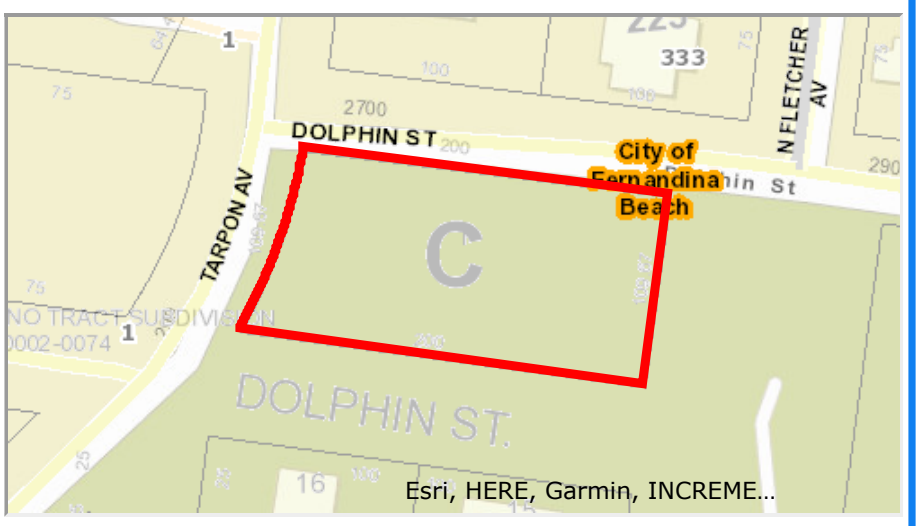
2020 Preliminary Values

Land Value	$476,067
(+) Improved Value	$0
(=) Market Value	**$476,067**
(-) Agricultrual Classification	$0
(-) SOH or Non-Hx* Capped Savings	$0
(=) Assessed Value	**$476,067**
(-) Homestead	$0
(-) Additional Exemptions	$0
(=) School Taxable Value	$476,067
(-) Non-School HX & Other Exempt Value	$0
(=) County Taxable Value	**$476,067**

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

Property Search
Map This Parcel
GIS Report
Property Record Card
Print Friendly Page

PARCEL MAP

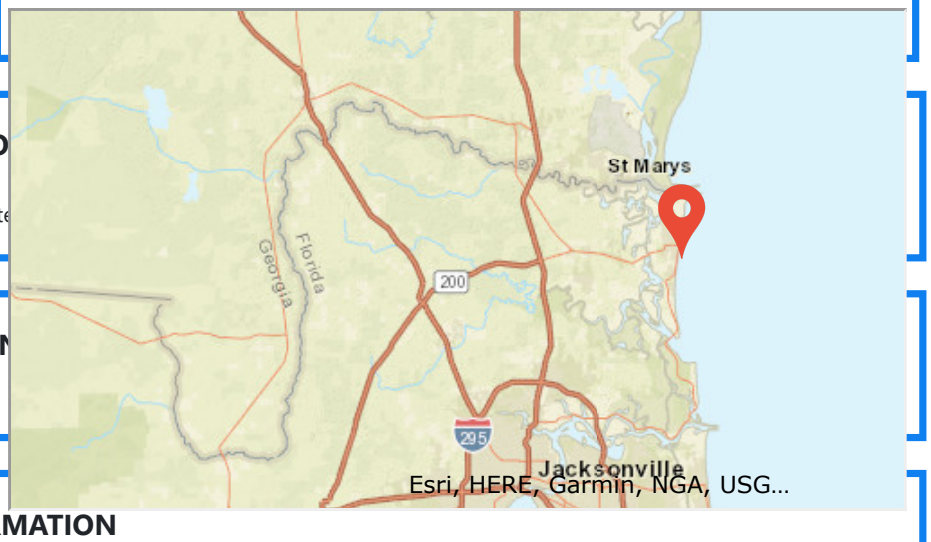


2019 AERIAL MAP

PROPERTY PHOTO

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

LOCATION MAP



BUILDING INFO

Type	Total Area	Heated Area	Bedrooms	Baths	Primary Exte

MISCELLANEOUS IN

Description	Dimensions L X W

SALES INFORMATION

Sale Date	Book Page	Price	Instr	Qual	Imp	Grantor	Grantee

Exhibit "B"

DRAFT

CAPLES DAVID J & SUSAN L
00-00-31-134A-0002-0000

LINDSEY WILLIAM & JAMES T
& 00-00-31-134A-0001-0000

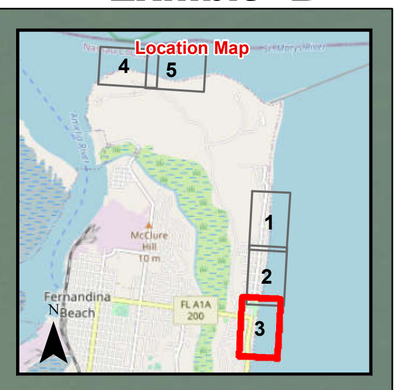
CAPLES DAVID J & SUSAN L 00-00-31-134A-0003-0000

CITY OF FERNANDINA BEACH
00-00-31-1100-000C-0010

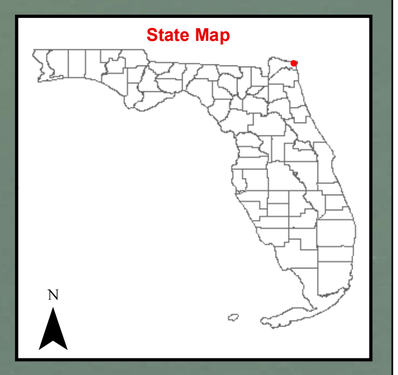
CITY OF FERNANDINA BEACH
12-3N-29-0000-0003-0000

Ocean
Dolphin
Tarpon
105A
Fletcher
R021
Trout
Tarpon
200 SR
200
Atlantic
R022
Nassaua
Gregor Mcgregor
Amelia
R023
Ohio
Georgia
A1a SR
A1A
105
Georgia

Location Map



State Map



DRAFT

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Legend

- Coastal Range Monuments
- ECL
- Access
- Staging
- Beach_Fill_Area
- FDOR Parcels 2018

Data Notes:
This is a sketch of legal descriptions.
For reference purposes only.
This is not a boundary survey.

Department of the Army South Atlantic Division
Jacksonville District, Corps of Engineers

REAL ESTATE

Kings Bay EC O&M FY2021
Placement Area
Nassau County, FL

Mapper: B.Price Reviewer: Draft Map Date: 5/20/2020	1:1,130 0 30 60 90 Feet

Document Name: KingsBay_BeachFill2020Draft
Sheet: 3 of 5

IMAGERY:
Main Frame- ESRI World Imagery
Location Map- ESRI OpenStreetMap

MAP SIZE: 24 X 36

Document Path:P:\Geomatics\RealEstate\Beach\O&M\KingsBay\2020\Mxds\KingsBay_BeachFill2020Draft.mxd

DRAFT

ALBRIGHT JOHN
00-00-31-1400-0003-0040

PARRISH LAURA 00-00-31-1400-0003-0050

FORD ALFRED B & SHARMILA B 00-00-31-1400-0003-0030

WEATHERS BEVERLY
00-00-31-1400-0003-0020

KOSTICH THEODORE K & SANDRA A 00-00-31-1560-0008-0012

PARRISH LAURA A
00-00-31-1560-0008-0011

SMITH DONALD & ROSE ANNE ET AL 00-00-31-1400-0004-0040

SMITH DONALD & ROSE ANNE ET AL 00-00-31-1400-0004-0030

PORTER ALLEN B & GLORIA R
00-00-31-1400-0004-0020

TROTTI GIROLAMO J & LISA W 00-00-31-1560-0007-0010

LANGLEY SHIRLEY
00-00-31-1400-0005-0070

1340 LLC
00-00-31-1400-0005-0060

LEISY WILLIAM D & LYNN M
00-00-31-1400-0005-0042

WIRSING KENT MCD & BONNIE B 00-00-31-1400-0005-0050

BOAZ STEVEN A & PAMELA R 00-00-31-1400-0005-0051

HOPPER BETTY F
00-00-31-1400-0005-0030

BENNETT LAWRENCE R & CAROLYN J 00-00-31-1400-0005-0041

DADD TISHA
00-00-31-1560-0006-0010

CITY OF FERNANDINA BEACH
00-00-31-126A-0018-0010

TIITF/LEASED TO CITY OF
00-00-31-126A-0015-0020

CITY OF FERNANDINA BEACH
00-00-31-126A-0014-0000

NASSAU COUNTY
00-00-31-126A-0013-0000

TILIAKOS LOUIE M
00-00-31-126A-0012-0000

WILCOX ROBERT E JR 00-00-31-126A-0009-0000

BANCO FORECLOSURES SALE LLC
00-00-31-126A-0008-0000

NASSAU COUNTY
00-00-31-126A-0010-0000

FERREIRA FAMILY REAL ESTATE
00-00-31-126A-0011-0000

BARRON WILLIAM (EST)
00-00-31-126A-0006-0000

NASSAU COUNTY
00-00-31-126A-0007-0010

GOODMAN SHAUN
00-00-31-126A-0005-0000

PEACOCK RONALD L & CLADDIE W 00-00-31-126A-0004-0000

SAPP FLORENCE SAPP &
00-00-31-126A-0003-0000

GOODMAN SHAUN
00-00-31-126A-0002-0010

HURST JULIA S MRS
00-00-31-126A-0001-0000

NASSAU COUNTY
00-00-31-134A-0063-0000

HARDESTY JIM & AMBER
00-00-31-134A-0062-0000

BANCO FORECLOSURES SALE LLC
00-00-31-134A-0056-0000

CITY OF FERNANDINA BEACH
00-00-31-134A-0058-0000

BANCO FORECLOSURES SALE LLC
00-00-31-134A-0056-0000

GRAY JOSEPH F
00-00-31-134A-0055-0000

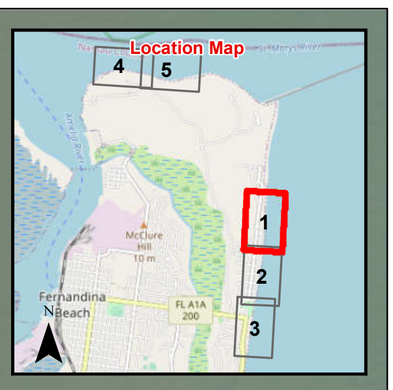
WEST GREGORY 00-00-31-134A-0054-0000

NASSAU COUNTY
00-00-31-134A-0053-0000

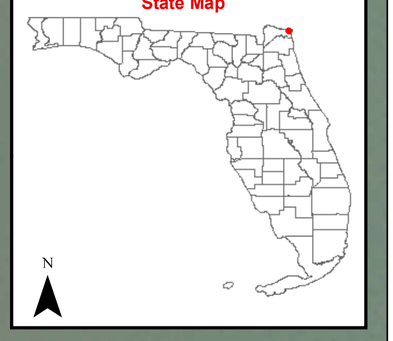
BANCO FORECLOSURES SALE LLC 00-00-31-134A-0049-0000

Lowenstine
Lisa
Cooper
R015
10th
105A
R016
9th
Mary
8th
7th
Ocean
Tarpon
R017
Fletcher
6th
6th
Mary

Location Map



State Map



DRAFT

N

Legend

- Coastal Range Monuments
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- Beach_Fill_Area
- FDOR Parcels 2018

Data Notes:
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Department of the Army South Atlantic Division
Jacksonville District, Corps of Engineers

REAL ESTATE

Kings Bay EC O&M FY2021
Placement Area
Nassau County, FL

Mapper: B.Price
Reviewer: Draft
Map Date: 5/20/2020

1:1,130
0 30 60 90
Feet

Document Name: KingsBay_BeachFill2020Draft
Sheet: 1 of 5

IMAGERY:
Main Frame- ESRI World Imagery
Location Map- ESRI OpenStreetMap

MAP SIZE: 24 X 36

Document Path:P:\Geomatics\RealEstate\Beach\O&M\KingsBay\2020\Mxds\KingsBay_BeachFill2020Draft.mxd

Enclosure 1

DRAFT

BANCO FORECLOSURES SALE LLC 00-00-31-134A-0056-0000

GRAY JOSEPH F
00-00-31-134A-0055-0000

WEST GREGORY
00-00-31-134A-0054-0000

NASSAU COUNTY
00-00-31-134A-0053-0000

BANCO FORECLOSURES SALE LLC
00-00-31-134A-0049-0000

KALOF MORRIS EST
00-00-31-134A-0047-0000

BRESNAHAN JOHN MRS
00-00-31-134A-0046-0000

CAPLES DAVID J & SUSAN L
00-00-31-134A-0045-0000

GOODMAN SHAUN
00-00-31-134A-0044-0000

CAPLES DAVID J & SUSAN L
00-00-31-134A-0043-0000

WATKINS ADRIENNE P & JACK M
JR 00-00-31-134A-0041-0000

MCCALL HARRY
00-00-31-134A-0042-0000

LUDWIG BERNARD & SUSAN K
00-00-31-134A-0037-0000

NASSAU COUNTY 00-00-31-134A-0036-0000

LINDSEY WILLIAM C & JAMES T & 00-00-31-134A-0040-0000

NASSAU COUNTY
00-00-31-134A-0035-0000

LINDSEY WILLIAM C & JAMES T & 00-00-31-134A-0039-0000

NASSAU COUNTY BOCC 00-00-31-134A-0038-0000

LINDSEY WILLIAM C & JAMES T
& 00-00-31-134A-0034-0000

LINDSEY WILLIAM C & JAMES T
& 00-00-31-134A-0033-0000

LINDSEY WILLIAM C & JAMES T
& 00-00-31-134A-0032-0000

CAPLES DAVID J & SUSAN L
00-00-31-134A-0030-0000

BOYKIN ALBERT
00-00-31-134A-0031-0000

HALL MILES & COLETTE
00-00-31-134A-0028-0000

GIBSON J D
00-00-31-134A-0029-0000

CAPLES DAVID J & SUSAN L
00-00-31-134A-0027-0000

NASSAU COUNTY
00-00-31-134A-0025-0000

NASSAU COUNTY
00-00-31-134A-0024-0000

NASSAU COUNTY
00-00-31-134A-0022-0000

GEHLHARDT JUANITA WALDEN
00-00-31-134A-0021-0000

BOISSIER INVESTOR LLC
00-00-31-134A-0019-0000

CAPLES DAVID J & SUSAN L
00-00-31-134A-0020-0000

BANCO FORECLOSURES SALE LLC
00-00-31-134A-0018-0000

SINTES HELEN O 00-00-31-134A-0016-0000

TRUST #00-00-31-134A-0017-0000
00-00-31-134A-0017-0000

LOTT DONALD & ELAINE
00-00-31-134A-0014-0010

BOYKIN ALBERT 00-00-31-134A-0013-0010

BANCO FORECLOSURES SALE LLC
00-00-31-134A-0012-0000

NASSAU COUNTY
00-00-31-134A-0010-0000

NASSAU COUNTY
00-00-31-134A-0011-0000

BENNETT H K & L V & O L
00-00-31-134A-0008-0000

HOPKINS J T EST
00-00-31-134A-0009-0000

NASSAU COUNTY
00-00-31-134A-0006-0000

NASSAU COUNTY BOCC
00-00-31-134A-0005-0000

CAPLES DAVID J & SUSAN L
00-00-31-134A-0003-0000

CITY OF FERNANDINA BEACH
00-00-31-1100-000C-0010

CAPLES DAVID J & SUSAN L 00-00-31-134A-0002-0000

LINDSEY WILLIAM & JAMES T & 00-00-31-134A-0001-0000

CITY OF FERNANDINA BEACH
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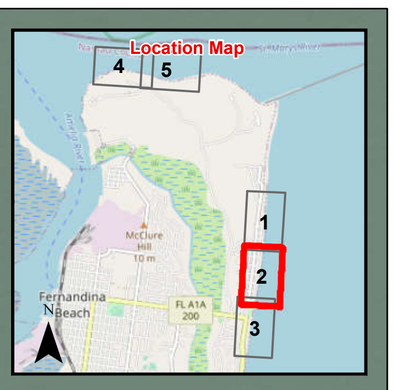
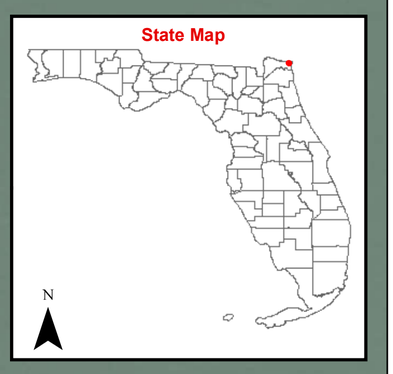
Mary
6th
5th
4th
Sea Island
3rd
Tarpon
2nd
1st
Ocean
Dolphin
Fletcher
105A
R018
R019
R020

Location Map



State Map



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Legend

- Coastal Range Monuments
- ECL
- Access
- Staging
- Beach_Fill_Area
- FDOR Parcels 2018

Data Notes:
This is a sketch of legal descriptions.
For reference purposes only.
This is not a boundary survey.

Department of the Army South Atlantic Division
Jacksonville District, Corps of Engineers

REAL ESTATE

Kings Bay EC O&M FY2021
Placement Area
Nassau County, FL

Mapper: B.Price
Reviewer: Draft
Map Date: 5/20/2020

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Document Name: KingsBay_BeachFill2020Draft
Sheet: 2 of 5

IMAGERY:
Main Frame- ESRI World Imagery
Location Map- ESRI OpenStreetMap

MAP SIZE: 24 X 36

Document Path:P:\Geomatics\RealEstate\Beach\O&M\KingsBay\2020\Mxds\KingsBay_BeachFill2020Draft.mxd

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CAPLES DAVID J & SUSAN L
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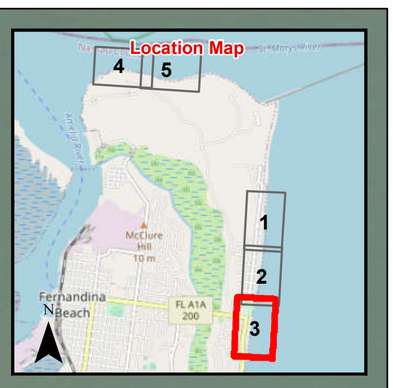
LINDSEY WILLIAM & JAMES T
& 00-00-31-134A-0001-0000

CAPLES DAVID J & SUSAN L 00-00-31-134A-0003-0000

CITY OF FERNANDINA BEACH
00-00-31-1100-000C-0010

CITY OF FERNANDINA BEACH
12-3N-29-0000-0003-0000

Location Map



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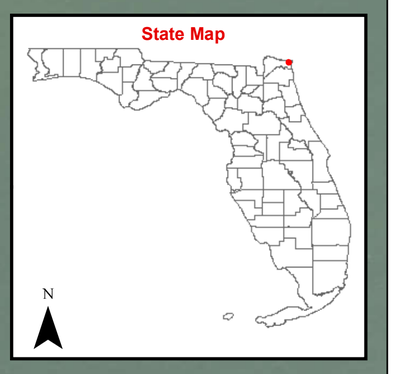

Dolphin
Ocean
Fletcher
Tarpon
105A
R021
Trout
Tarpon
200 SR
200
Atlantic
R022
Nassaua
Gregor Mcgregor
Amelia
R023
Ohio
Georgia
A1a SR
A1A
105
Georgia

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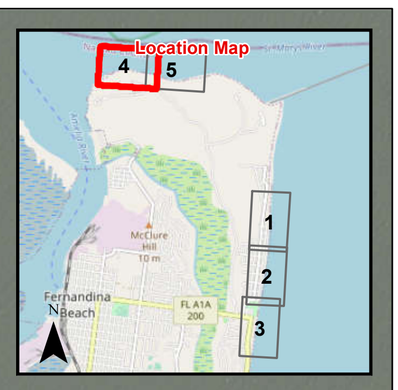

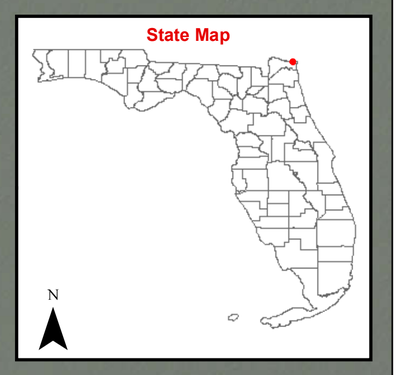

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Fort Clinch State

Fort Clinch State

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Jacksonville District, Corps of Engineers

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Fort Clinch State

Fort Clinch

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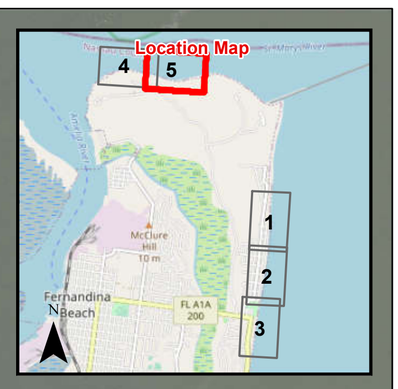
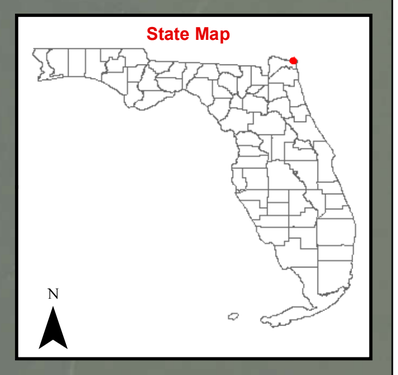
STATE OF FLORIDA TIITF
08-3N-29-0000-0001-0000





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DEPARTMENT OF THE ARMY
CORPS OF ENGINEERS, JACKSONVILLE DISTRICT
701 SAN MARCO BOULEVARD
JACKSONVILLE, FLORIDA 32207-8175

August 13, 2020

Mr. Dale L. Martin, City Manager
City of Fernandina Beach
204 Ash Street
Fernandina Beach, Florida 32034

Dear Mr. Martin:

The U.S. Army Corps of Engineers (Corps) will be conducting a project on behalf of the United States Navy to dredge the entrance channel of Naval Submarine Base Kings Base (NSB Kings Bay). As agreed between the United States Navy and the State of Florida, all beach-quality sand recovered from NSB Kings Bay dredging operations are to be placed on State of Florida beaches. Consequently, part of the dredge disposal plan involves placing sand on beaches within the City of Fernandina Beach, Florida, which positively augments the re-nourishment efforts for the Nassau County Shore Protection Project.

In order to conduct the disposal/re-nourishment aspect of the dredging project, the Corps is requesting that the City provide certain temporary real estate interests as described below:

a. A 12-month Temporary Work Area Easement for a construction access area located near the intersection of Dolphin Street and Ocean Avenue, as shown in pink in the enclosed map (Enclosure 1).

b. A 12-month Temporary Work Area Easement for a construction staging area located near the intersection of Dolphin Street and South Fletcher Avenue, as depicted in blue on the enclosed map (Enclosure 1).

The template for the Temporary Work Area Easement (Enclosure 2) is enclosed, and both easements should be written as commencing on the date of execution. In order to avoid contracting delays, please provide the easements by September 1, 2020. If you have any questions or require additional information, please contact Angela Huggins, email: angela.f.huggins@usace.army.mil or by telephone: 904-232-1939.

Sincerely,

MCQUILLEN.TIMOTHY.HART.1050583305
Digitally signed by MCQUILLEN.TIMOTHY.HART.1050583305
Date: 2020.08.13 14:45:45 -04'00'

Timothy H. McQuillen
Chief, Real Estate Division

Enclosures

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach

SUBJECT: Resolution 2020-123
Grant Application - Florida Department of Environmental Protection (FDEP)

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2020-123

SYNOPSIS: The attached Resolution approves the submission of an application to Florida Department of Environmental Protection (FDEP) for grant funds of $60,000 for a resiliency project to strengthen the City's protective dune system through the replacement of beach walkthrough 6N with a beach walkover.

FISCAL IMPACT: Total Cost of new Beach Walkover is estimated at $137,280 at $660 a lineal foot using composite material for the deck. $60,000 will be provided through the grant and the remaining $77,289 will be provided by the City Parks and Recreation Impact Fees (Capital Expansion Fund Dune Walkovers account, 310 56315), thereby providing in excess of the 1:1 matching requirement of the CPI grant.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): N/A

Nan Voit, Parks & Recreation Director	8/17/2020
Nicole Bednar, Administrative Services Manager	8/19/2020
Dale L. Martin, City Manager	8/19/2020
Pauline Testagrose, Comptroller	8/20/2020
Tammi E. Bach, City Attorney	8/21/2020
Katie Newton, Legal Assistant	8/21/2020

Lorelei Jacobs

Submitted By: Lorelei Jacobs, Grants Administrator Date: August 14, 2020

COMMISSION ACTION: Adopt

RESOLUTION 2020-123

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AUTHORIZING THE SUBMITTAL OF AN APPLICATION TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) GRANT APPLICATION FOR THE DESIGN AND CONSTRUCTION OF A NEW BEACH WALKOVER AT BEACH ACCESS POINT 6N; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fernandina Beach has affirmed that restoration and stabilization of deteriorating beach dunes as a legislative priority; and

WHEREAS, the United States Army Corps of Engineers recommends that beach walkovers be placed at public beach pedestrian accesses to prevent the erosion of sand dunes which protect coastal communities from flooding; and

WHEREAS, the City recognizes that the Florida Department of Environmental Protection Coastal Partnership Initiative (FDEP CPI) grant can provide up to $30,000 for planning or up to $60,000 for construction projects that meet one or more of four program priorities listed below that promote the protection and effective management of Florida's coastal resources:

- **Resilient Communities:** The goal of this priority area is to help coastal communities prepare for and respond to the effects of climate change, natural hazards and disasters. Project examples include conducting vulnerability analyses and risk assessments; developing post-disaster redevelopment plans and strategies; restoring coastal wetlands; developing energy strategies; and improving communities' resiliency to coastal hazards.
- **Coastal Resource Stewardship:** To promote stewardship and appreciation of fragile coastal resources, applicants may request funds for community-based projects that involve citizens, volunteers and the local government. Project examples include dune and wetland restoration; exotic plant control; coastal cleanups; and environmental awareness initiatives, events and field trips.
- **Access to Coastal Resources:** Communities are encouraged to accommodate public access to coastal and marine resources, while protecting fragile and overused environments. Access projects could include developing plans for land acquisition and management; developing site plans for nature trails; developing recreational surface water use policies; removing exotic species and restoring native species; and small-scale capital improvements such as dune walkovers, boardwalks and canoe/kayak launches.
- **Working Waterfronts:** Waterfront communities may wish to revitalize, renew and promote interest in their waterfront districts. Examples of projects include developing and implementing a vision plan for a waterfront district; developing architectural standards for waterfront areas; small construction projects such as a boardwalk, observation platform, welcome center or information kiosk; restoring shorelines and wetlands; or implementing other measures that mitigate the effects of natural hazards; and

WHEREAS, the City recognizes that the Florida Department of Environmental Protection Coastal Partnership Initiative (FDEP CPI) grant financial awards are a minimum of $10,000, and awards are limited to no more than $60,000 for construction projects, habitat restoration, invasive plant removal or land acquisition; and no more than $30,000 for planning, design and coordination activities; and

WHEREAS, the FDEP CPI grant program requires a 1:1 matching fund requirement, which could be met by utilizing City Parks and Recreation impact funds located in Capital Expansion Fund, Dune Walkover account, 310 56315.

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

SECTION 1. The City Commission hereby authorizes City staff to prepare and submit an FDEP CPI Grant Application for work similar to that described in Exhibit "A", which consists of the design and construction of a new beach walkover at Beach Access Point 6N, with accompanying installation of protective sand fencing and sea oat shoots.

SECTION 2. The City Commission hereby authorizes the use of Parks and Recreation impact funds to provide the necessary match.

SECTION 3. If awarded FDEP Coastal Partnership Initiative grant funds, the City Manager and the City Clerk are hereby authorized to execute all documentation required to implement the grant, upon review and approval of the City Attorney.

SECTION 4. This Resolution shall take effect immediately upon passage.

ADOPTED this 1st day of September, 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

From:	Len Kreger
To:	Mr. Dale L. Martin
Cc:	Tammi E. Bach; Nan Voit; Lorelei Jacobs
Subject:	2020 Coastal Partnership Initiative Grant 21-22 Recommendation CCM 8/18/2020
Date:	Friday, August 14, 2020 4:20:41 AM
Attachments:	FY_21-22_CPI_Application_Final.docx questionnaire306a.pdf 2021 CPI 6N Beach Access Project.pdf FDEP Beach Walkover Guidelines.pdf

Dale:

1. Attached is an initial recommunication for 2021 CPI Grant for beach walkover access 6 North. As the diagram notes it is a 112 foot walkover, to an approximate 8 foot elevation to clear the frontal dune, a 90 degree turn to the beach and ramping 96 feet to the beach. Note the walkover starts at grade on Ocean Avenue. This plan does meet ADA requirements. It would require a dedicated parking space (s) on Ocean Avenue.

2. Total Cost approximately estimate $137,280 at $660 a linial foot using composite material for the deck. ($60,000 Grant, $77,280 Match Impact funds)

3. Project costs can be reduced eliminating ADA requirements, but required slope requirements must be met for the ramps.

4. Engineering required for specifications and bid documents will be required. I believe this project can be done on a site permit.

Please forward this email with today's email to the Commissioners for discussion on CCM 5-3 Beaches 18 August 2020.

Len

Len Kreger
Vice Mayor
City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034
(904) 432-8389 | lkreger@fbfl.org
http://www.fbfl.us

If this email is related to the Board, Committee or Commission that you serve on, please DO NOT REPLY TO ALL.
Disclaimer: According to Florida Public Records Law, email correspondence to and from the City of Fernandina Beach, including email addresses and other personal information, is public record and must be made available to the public and media upon request, unless otherwise exempted by the Public Records Law. If you do not want your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

ACCESS
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BEACH
ACCESS
City of
Fernandina Beach
6N

Beach access 6N
Legend
Ocean Ave
E 3rd St
96 FT
ELEV 8 FT
112 FEET
N
Google Earth
© 2020 Google

COASTAL PARTNERSHIP INITIATIVE

https://floridadep.gov/rcp/fcmp/content/grants

GRANT APPLICATION

Refer to Rule Chapter 62S-4, Florida Administrative Code, available at https://floridadep.gov/rcp/fcmp/content/grants for information on funding requirements and evaluation criteria.

Eligible applicants for the Coastal Partnership Initiative are local governments of the 35 coastal counties and all municipalities within their boundaries required to include a coastal element in the local comprehensive plan. Florida colleges, community colleges, state universities, regional planning councils, national estuary programs and non-profit groups may also apply, as long as an eligible local government agrees to participate as a partner.

Submittal Requirements

1. One application per applicant may be submitted per grant cycle (i.e., one application per county, city, or other eligible applicant.)
2. Applicants may request:
   a) no more than $30,000 and no less than $10,000 for planning, design and coordination activities; and
   b) no more than $60,000 and no less than $10,000 for construction projects, habitat restoration, invasive exotic plant removal, and land acquisition. These projects cannot involve planning/coordination tasks or components.
3. Non-profit groups are not eligible to receive funds for construction projects, invasive exotic plant removal, habitat restoration, or land acquisition. Applications submitted by non-profit groups that propose these activities (as listed in 62S-4.004(2)(c)) will be disqualified.
4. Funding is available only for project work initiated and completed during a 12-month period beginning July 1 and ending June 30.
5. One original signed application, electronic or paper must be submitted.
6. All applications must be submitted on the CPI Application Form.
7. Applications must be submitted via email to FCMPMail@FloridaDEP.gov or mailed to the address below by 4:00 p.m. on the date identified in the notice of availability of funds to:

   Department of Environmental Protection
   Florida Coastal Management Program, MS 235
   ATTN: CPI Applications
   3900 Commonwealth Blvd., Tallahassee, FL 32399-3000

Faxed or late applications will not be considered and will be disqualified.

A. TITLE PAGE

Project Title: _____
CPI Initiative Priority Area(s): _____
Applicant Name and Name of Partner Entity (if applicable):
_____
_____

Official Contact Name: _____
Title: _____
Phone: _____
Email Address: _____
Postal Address: _____
_____
_____
Applicant DUNS/UEI Number:_____
Applicant FEIN:_____
Link to coastal element: _____

Proposed Project Manager Name:_____Email: _____

Certification Statement

"By signing this title page, the undersigned certifies that:

a. This application is in all respects fair and submitted in good faith without collusion or fraud;
b. If selected through this application process, the recipient will work in good faith and in partnership with the Florida Coastal Management Program to manage its subgrant in a timely and accurate manner;
c. Any funds awarded as a result of this application process will not be used to supplant or replace any state or local funds;
d. Any funds awarded as a result of this application process will not be used as matching funds to apply for or receive other federal funds;
e. No federal funds will be used as match for funds awarded as a result of this application process;
f. The applicant local government's adopted comprehensive plan has been found to be in compliance with Chapter 163, Part II, F.S.;
g. **[If construction is proposed] The applicant submitted a completed NOAA 306A questionnaire, supplied the required attachments, conducted preliminary consultation with appropriate federal, state, regional and local regulatory agencies and has permits and approvals regarding any construction proposed in the application and has documented the results of the consultation in the Project Description section of the Work Plan;**
h. [If construction projects, habitat restoration or invasive species removal are proposed] The property on which these activities will take place is owned or leased by the applicant or the applicant holds a sufficient easement; detailed means methods and best management practices to be used for the project and;
i. The undersigned has full authority to bind the applicant."

_____ _____ _____
Signature Name & Title Date

If applicant is a Florida college, community college, state university, regional planning council, national estuary program or non-profit group, include the signature, name, and title of contact for partnering entity; the name of the eligible county or city partner; and the date.

_____ _____ _____ _____
Signature of Partner Name & Title County or City Partner Entity Date

B. PROJECT LOCATION MAP

Include a project location map no larger than 8½" x 11". **(10 pts.)***

PLACE LOCATION MAP ON THIS PAGE

* NOTE: The maximum number of points for scored application components is indicated in each section.

C. WORK PLAN (Expand text boxes as needed, keeping within the 10-page Work Plan limit)

This section describes the project and cannot exceed 10 single sided pages or 5 double sided pages. If letters of support or other materials are submitted to address the Work Plan components below, these items will count toward the maximum 10 pages of the application Work Plan; any additional pages or Appendices will be discarded and not considered in the evaluation of the application. The Title Page, Location Map, Budget and Budget Narrative do not count toward the 10-page limit of the Work Plan.

1. PROJECT DESCRIPTION.

a. Describe in detail the activity or work to be conducted; include project location information. **(15 pts.)**

b. Describe specific project objectives, tasks, and deliverables and related timelines for each. Objectives and tasks should clearly relate to the project description.

(20 pts.)

2. PROJECT NEED AND BENEFIT

a. Explain the demonstrated need, which the project addresses. **(25 pts.)**

b. Explain how the proposed project meets the purpose of at least one CPI priority area. **(10 pts.)**

c. Discuss the extent to which the project will improve the management and protection of coastal resources and identify any potential negative impacts. **(25 pts.)**

d. Discuss how project is feasible and can be completed within 12 months. **(10 Pts.)**

BUDGET and BUDGET NARRATIVE **(15 Pts.)**

Type dollar amounts only in applicable categories (round to nearest dollar; no cents) and leave other categories blank. A recipient will be required to provide 100% (1:1) matching funds, cash or in-kind. No more than one-half (50%) of match can be provided by a third party.

Budget Category	***FCMP Funds***	***MATCH Funds***
1. Salaries	_____	_____
2. Fringe Benefits	_____	_____
3. Travel	_____	_____
4. Equipment	_____	_____
5. Supplies	_____	_____
6. Contractual Services	_____	_____
7. Other Expenses	_____	_____
8. Indirect Charges	_____	_____
FCMP Total	_____	
Match Total		_____
Total FCMP & Match Funds	_____	

If budget exceeds the amount shown on the "Total" line above, indicate the total project cost: $_____

BUDGET NARRATIVE: Describe line items for each applicable budget category shown above. Provide sufficient detail to show cost relationship to project activities for both FCMP and match items. **Indirect costs are not allowed as match.**

Total FCMP Funds Requested $_____

Salaries:

Fringe Benefits:

Travel:

Equipment:

Supplies:

Contractual Services:

Other Expenses:

Indirect Charges:

Total Match Funds: $_____

Salaries:

Fringe Benefits:

Travel:

Equipment:

Supplies:

Contractual Services:

Other Expenses:

NOTE: Project costs will be evaluated for reasonability, and the application is eligible for up to 10 points based on the evaluation of costs.

Beach and Dune Walkover Guidelines

Florida Department of Environmental Protection
Division of Water Resource Management
Coastal Construction Control Line Program
2600 Blair Stone Road, Mail Station 3522
Tallahassee, Florida 32399-2400
(850) 245-8336

A permit from DEP is required for construction of walkovers on most sandy beaches fronting on the open waters of the Atlantic Ocean or Gulf of Mexico. In areas where a Coastal Construction Control Line (CCCL) has been established pursuant to provisions of Section 161.053, Florida Statutes (F.S.), a permit is required for all excavation, construction, or other activities with the potential to cause beach erosion or damage coastal vegetation. On sandy shorelines where a CCCL line has not been established, a permit is required for construction activities within 50 feet of the mean high water line (see Section 161.052, F.S.).

Permits for walkovers contain general conditions that require construction to be conducted in a manner that minimizes short-term disturbance to the dune system and existing vegetation. Replacing vegetation destroyed during construction with similar plants suitable for beach and dune stabilization is required. Only limited excavation for the placement of support posts is authorized, and construction of walkovers in marine turtle habitat may not occur during the marine turtle-nesting season, which extends May 1 through October 31 (except for Brevard through Broward counties, which extends March l through October 31).

GENERAL SITING GUIDELINES

The walkover shall be designed and sited to protect dune features, to minimize disturbance of native vegetation, to not restrict lateral beach access and to minimize the amount of construction material that may become debris during a storm. Elevated walkovers are not required for all beach accesses, such as in sparsely vegetated, low profile dune areas where on-grade sand or shell paths are suitable for controlling foot traffic. Walkovers should generally be constructed perpendicular to the shoreline and extend at least to the seaward toe of the frontal dune or the existing line of vegetation but not farther than 10 feet seaward of the vegetation. The optimum siting of the walkover structure can be determined by contacting a CCCL field inspector.

GENERAL DESIGN GUIDELINES

Walkovers are designed to be minor, expendable structures that pose a minimal interference with coastal processes and generate minimal amounts of debris. Walkovers constructed across native beach and dune vegetation should be post-supported and elevated a sufficient distance above the existing or proposed vegetation to allow for sand build-up and clearance above the vegetation. Whenever possible, stairways and ramps leading from the dune bluff or crest down to the beach should be designed with posts that completely span the seaward slope of the dune. The structure should be designed to minimize the quantity of material used in construction, such as avoiding the use of vertical wood pickets, and reducing the length and width of construction on the beach.

Single family dwelling walkovers should not exceed 4 feet in overall width and the support posts shall not be greater than 4-inch wide posts. Multi-family dwelling walkovers shall not exceed 6 feet in overall width and the support posts shall not be greater than 6-inch wide posts. Support posts shall not be encased in concrete nor installed into dune slopes that are steeper than approximately 30 degrees. Support posts should have a minimum 5 feet of soil penetration. Applicants should consult with the CCCL Program prior to requesting a permit for a walkover that contains switchbacks, long ramps or other features required to comply with the Americans with Disabilities Act Accessibility Guidelines.

WALKOVER ELEVATION GUIDELINES

Site conditions affecting walkover heights vary as the structure traverses the beach/dune system. The ground cover changes from the uplands, commonly covered with woody scrub or coastal strand vegetation (saw palmetto/sea grape/scrub oaks),over a dune bluff or one or several dune crest(s), covered with either coastal strand or coastal grassland (sea oats/bitter panicum/marsh hay), down the slope to the dry sand beach, either uncovered bare escarpment or partially covered with beach/dune vegetation (railroad vine/sea rocket/sea oats). The type of structure and height from the dune bluff or crest down to the beach also must be considered in setting the walkover elevation. Increased elevation of the structure requires a longer run to the beach and additional construction material within this high energy area. This creates additional storm generated debris, sea turtle nesting habitat impacts, sand losses due to storm wave scour, and interferes with people's ability to walk along the beach.

Walkover Elevations in Uplands. The upland environment of coastal scrub/coastal strand habitat is characterized by more stable soil conditions with less blowing sands and infrequent storm overwash events. The stable conditions allow for the development of a mature woody vegetation and saw palmetto dominated plant community. In addition to thick above ground stem and leaf vegetation between 5 and 15 feet in height, this plant community has an extensive below ground woody root mat. Walkovers in these upland habitats need be elevated a minimum of 6-inches above the ground to avoid disturbance of the soil and root systems or cutting of low tree and palmetto trunks. Walkover elevations crossing coastal wetlands within upland areas may require increased elevations. Elevation of the walkover above the leaf canopy is in most cases impractical in coastal scrub or coastal strand habitats.

Walkover Elevations over Bluffs. The low stringer elevation recommended for uplands can be carried to an eroded bluff line. This will reduce the length of a ramp or walkover down to the beach. Again the objective the walkover elevation is to reduce damage to coastal scrub soils and root systems.

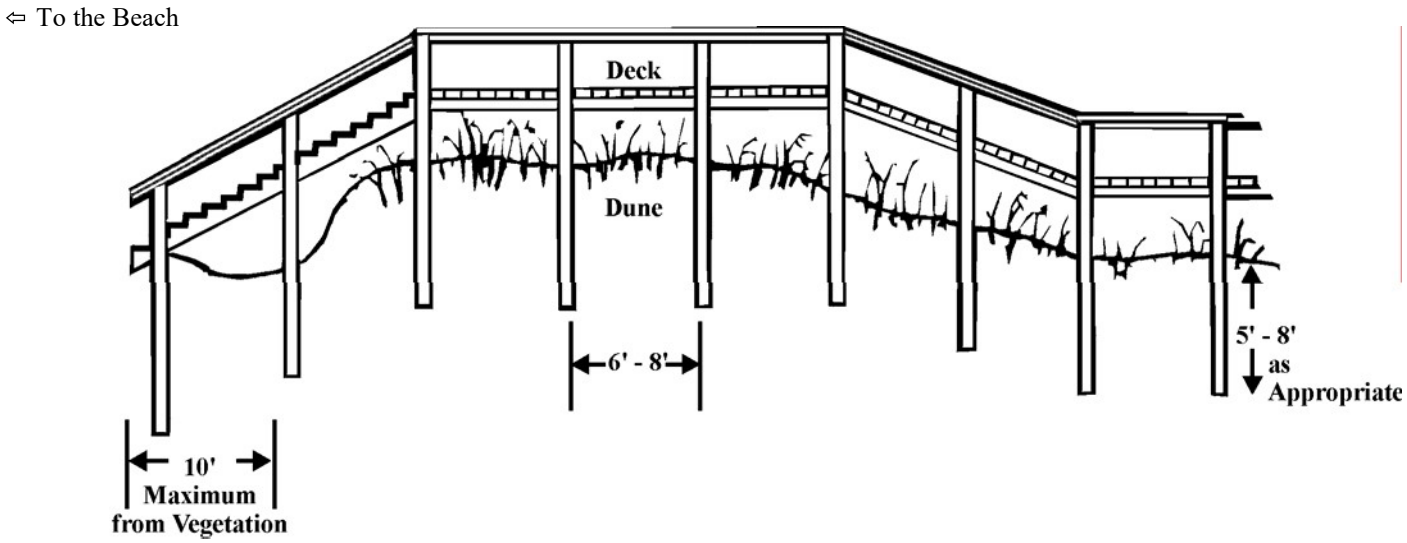
Walkover Elevations over Dune Crests. Dune environments are characterized by mobile sands subject to storm effects (which lower grade elevations) and wind effects (which can raise elevation as sand is trapped). Dunes are dominated by coastal grassland plants adapted to the dynamic environment. These include sea oats, bitter panicum, and little bluestem. Walkovers sited within active dune systems are required to be elevated sufficiently to allow for sand movement and growth of vegetation.

Walkover Elevations on Seaward Dune or Bluff Slopes. The elevation of the walkover at the dune crest and the distance of the seaward terminus from the water's edge determine the height of the steps or ramps crossing the seaward slope. The design objective is to get the structure down to the beach in as short a shore-normal (perpendicular to the shoreline) distance as possible while reducing the shore-parallel coverage of the slope. Department guidelines require that the seaward terminus of the structure be no farther seaward than 10 feet from the line of permanent dune vegetation or the toe of the frontal dune. Reducing the seaward encroachment and shore-parallel width decreases the potential for storms interacting with the structure, occupation of sea turtle nesting habitat by the structure, and interference with lateral public beach access.

Walkovers designed for the Americans with Disabilities Act often increase the length of walkover ramps on the beach. This requires the need for a site specific review for environmental impacts. The burial of the ramp or step terminus a minimum amount (0.5 to 1.0 feet)-foot below grade may allow for use of the walkover after some lowering of the beach elevation from minor storms. However, placement of this terminus below the depth of a post storm beach profile is discouraged as this portion of the walkover will most likely have been damaged by larger storms and to have interfered with coastal processes.

On Grade Walkovers. Elevated walkovers are not necessary in all site conditions and use situations. Where dune development is minimal, beach dune vegetation sparse or use infrequent, on-grade footpaths may be preferred. The Department discourages solid concrete walks and footpath surfaces such as stepping stones that create debris or missiles. Other surfaces such as geotextile fabrics, cabled wood planks, or shell require a case by case review. No permanent path surfaces are allowed seaward of the dune or within sea turtle nesting habitat.

TYPICAL WALKOVER PROFILE



Section 306A Project Questionnaire

State coastal management programs must complete this questionnaire for each Coastal Zone Management Act (CZMA) Section 306A project and submit it to NOAA's Office for Coastal Management.

This questionnaire helps applicants collect and record the information and documents typically required for NOAA review and approval of Section 306A projects, including this completed questionnaire, all project information, related grants requirements (e.g., detailed budget), title documentation and appraisal (if applicable), and other information that may be subsequently requested by NOAA.

NOTE: NOAA may request additional documentation to fulfill environmental compliance, grants or other requirements. Failure to provide this documentation in a timely manner may delay or prevent approval. Please use the *Coastal Zone Management Act Section 306A Guidance* document [November 2019] for further information.

A. Basic Project Information

1. **Grant and Task Number** (if a multi-year award, identify the year of funding):

2. **State:**
3. **Name of Project** (and, if different, cooperative agreement task name):

4. **Address** (city, county, state) **or Coordinates for Project**:

5. **Project Proponent** (must be a public entity):
6. **Key Project Contact** (coastal management program or local lead, project implementer, or sub-award manager):
7. **Involvement of Nonprofit Organizations**:
   The state coastal management program or sub-recipient will contract with a nonprofit organization to complete portions of this project. Yes ☐ No ☐
   If the answer to number 7 is YES, name the organization:
8. **Project Start and End Dates (estimated)**:
9. **Date Questionnaire Completed**:
10. **Total (Federal + Match) Cost**:

Federal:

Match:

11. **Project Narrative Summary**: Insert a high-level, short project description (no more than 400 words) here with project purpose and primary goals, including linkages to the state coastal management program. In addition, please include the following:
    a. Implementation dates of major elements of the proposed activity;
    b. Frequency of activities within the project schedule (e.g., once per week, 10 days per month, daily);
    c. Deployment and recovery schedules of equipment or structures that would be temporarily or permanently placed in the environment.

A detailed project narrative and budget similar in detail to all award tasks should be provided in a separate file consistent with cooperative agreement requirements.

B. Project Eligibility

1. **306A Objectives** (Check all that apply):

□ 306A(b)(1)(A) (preservation or restoration of areas designated in the state coastal management program)
Identify the designation under the state's coastal management program as required by CZMA section 306(d)(9):

□ 306A(b)(1)(B) (preservation or restoration of coastal resource of national significance or restoring or enhancing shellfish production/cultch)
Identify coastal resource:

□ 306A(b)(2) (redevelopment of deteriorating or underused urban or working waterfronts designated as Areas of Particular Concern in the state's coastal management program)
Identify the Area of Particular Concern:

□ 306A(b)(3) (providing public access to coastal areas)

□ 306A(b)(4) (development of process for aquaculture)

2. **306A Allowable Uses** (Check all that apply):

□ 306A(c)(2)(A) (fee simple or other interest in land)

□ 306A(c)(2)(B) (low-cost construction projects, including most restoration projects)

□ 306A(c)(2)(C)(ii) (shoreline stabilization/living shorelines)

□ 306A(c)(2)(C)(i) (revitalize urban or working waterfronts-piers)

□ 306A(c)(2)(C)(iii) (revitalize urban or working waterfronts-pilings)

□ 306A(c)(2)(D) (engineering designs, specifications, other 306A reports)

□ 306A(c)(2)(E) (educational, interpretive, and management costs, including signage and kiosks and aquaculture permitting processes)

3. Public Benefit

The project must meet all of the following criteria to be eligible for 306A funding:

a. The project will be for public benefit. ☐ YES ☐ NO

b. The project will be located on a property that is publicly owned or accessible via a publicly held easement. In the case of acquisition, the property will become publicly owned and accessible as a result of the project.

☐ YES ☐ NO

c. The project will not improve private property and will not have a primary purpose of private or commercial gain. ☐ YES ☐ NO

If the answer to any of the above questions is "NO," the project is not eligible for Section 306A funding.

d. The state or sub-recipient will need to secure an easement or lease to conduct the project because the state or sub-recipient does not own the property.

☐ YES ☐ NO

If the answer to the above question is "YES," attach a copy of the easement or lease to this questionnaire and answer questions 3e and 3f below; if "NO," go on to 3g.

e. What is the term of the easement or lease? (Provide date of expiration or specify if in perpetuity.)

f. The easement or lease contains a reversionary clause. ☐ YES ☐ NO ☐ N/A

If yes, attach a copy of the reversionary clause to this questionnaire.

g. The project will be open to the general public. ☐ YES ☐ NO ☐ N/A

If the answer to 3g is "NO," the project is not eligible for Section 306A funding unless

access is to be limited for a legitimate reason, such as public safety, resource restoration or protection, or scientific research. Attach an explanation for why the project will not be open to the public and describe the public benefits that would be provided by the project in absence of the project being open to the general public. For example, a rain garden or living shoreline may provide water quality and ecosystem benefits, but not be "open" to the public for the purposes of access or recreation.

h. The public will be charged a user fee to access the project. ☐ YES ☐ NO ☐ N/A

If the answer to 3h is "YES," attach an explanation for the user fee, including the amount, whether there will be differential fees (and a justification thereof), the need for the fees, and proposed use of the revenue. The revenue from access fees must be used to maintain the public access site. For additional details, see Section 306A Guidance, Section 2.4.4.

4. Project Geography and Location

a. Is the project or parcel entirely contained within the State Coastal Zone Boundary?

☐ YES ☐ NO

If the project or acquisition location is not entirely within the State Coastal Zone Boundary, please attach a description of how the project will provide clear and direct benefits to the state coastal program consistent with Section 306A Guidance, Section 2.7.

b. Is the project within the State's NOAA approved Coastal and Estuarine Conservation Land Program (CELCP) boundary?

☐ YES ☐ NO ☐ N/A (state does not have draft or final CELCP plan).

c. Does the acquisition expand an existing National Estuarine Research Reserve (NERR) or support the research reserve system? ☐ YES ☐ NO

d. Does the project include an area designated as a unit of the Coastal Barrier Resources System (CBRS)? A CBRS mapper and the official maps of the CBRS are available on the U.S. Fish and Wildlife Service's website at https://www.fws.gov/cbra/maps/mapper.html. ☐ YES ☐ NO

If the answer to this question is "YES," list the unit number(s):

5. **Supporting Documentation for Low-Cost Construction Projects** (if your project is land acquisition, skip to 6)

   All of the following information is required for low-cost construction projects and must be attached:

   a. A title opinion, title insurance commitment/certificate, or affidavit showing that the property on which the proposed project will be located is publicly owned, leased, or under easement in perpetuity or for the expected life of the project (at least 20 years). (Section 306A Guidance, Section 4.3.5)
   b. A detailed site plan for the project as described in Section 306A Guidance, Section 4.3.4.
   c. A plan to ensure that operations and maintenance are provided for the project for its expected useful life as described in Section 306A Guidance, Section 2.4.11.

      If there is no party that has been identified to conduct operations and maintenance please describe why there is no plan for operations and maintenance.
   d. A detailed site location map for the project. If available, please include the relevant USGS quadrangle maps for the site. (Section 306A Guidance, Section 4.3.3)

   Continue to Section C, NEPA and Environmental Compliance.

6. **Supporting Documentation for Land Acquisition Projects**

   All of the following information is required for land acquisition projects and must be attached:

   a. A title opinion or title insurance commitment/certificate showing that the property to be acquired is owned by the contracted seller and is free of encumbrances that could affect the intended uses of the property. Title opinion must be less than one year old. (Section 306A Guidance, Section 4.3.5)
   b. Copies of any third-party easements associated with the acquisition. (Section 306A Guidance, Section 4.3.10)

c. An independent appraisal of the fair market value for the property to be purchased that was developed pursuant to the Office for Coastal Management Section 306A Guidance (using Uniform Standards of Professional Appraisal Practice [USPAP] Standards 1 & 2). Appraisal must be less than one year old. (Section 306A Guidance, Section 4.3.11)
d. A legal property survey meeting all applicable state and local requirements for accuracy and sufficiency. (Section 306A Guidance, Section 4.3.12)
e. Copy of final deed or conservation easement containing the required NOAA deed restriction. (Section 306A Guidance, Section 4.3.13)
f. A copy of the purchase-sale agreement indicating the selling price. (Section 306A Guidance, Section 4.3.14)
g. Evidence of agreement with willing seller (e.g., letter from seller). (Section 306A Guidance, Section 4.3.15)

C. Project Information Necessary for NOAA Office for Coastal Management National Environmental Policy Act (NEPA) and Environmental Compliance Review

Project Information

1. Provide the detailed information below to describe the proposed activity, either as direct responses to each question below (as feasible), in the detailed project narrative, or as attachments with references to the appropriate question for items such as maps or data tables.

a. Its purpose, objectives, and goals.
b. Graphics (e.g. figures, photographs), plan diagrams, models. These items, if available, would be additional to a basic site plan and design drawings.
c. For purposes of compliance with E.O. 11988 (Floodplain Management) and to ensure that relevant coastal hazards are taken into consideration such that projects are designed and maintained to last as long as intended, applicants should include maps of the existing 100-year and/or 500-year floodplains determined by the Federal Emergency Management Agency (FEMA) or other reputable sources, and other available information relevant to future site

conditions. Information in narrative form is acceptable when mapping data are not available consistent with Section 306A Guidance, Section 3.2.7.

d. Sampling, collection, or observation protocols and operational procedures.

e. Any proposed best management practices, including any and all CZMA Section 6217 management measures that will be employed or on-site mitigation to reduce or control project impacts. (Section 306A Guidance, Section 4.3.9)

f. Monitoring measures and protocols for the project (if any).

g. If not fully described in Section 4 of this questionnaire, a description and plan diagram of the proposed impact area, if the proposed activity involves construction, restoration, dredging, excavation, and/or fill.

h. If not fully described in Section A, question 11 of this questionnaire, include a description, including specifications of the equipment or structures (e.g. scientific monitoring equipment, deployment platforms) that would need to be temporarily or permanently placed in the environment.

i. A description of the construction methods and materials to be used during project implementation.

2. List any federally threatened, endangered, or other protected species (e.g., marine mammals) that exist in the project area. If Endangered Species Act or related consultation has been initiated or completed, please attach.

3. If your project has any components that may risk the introduction or spread of non-native invasive species, describe any management practices or protective measures that would be implemented to prevent their introduction. Best practices may include measures such as sanitizing boats and vessels before departure from ports and sterilizing gear/machinery/equipment/materials prior to placement on land or in water.

4. List any hazardous substances or hazardous wastes, as defined by the Comprehensive 7 Environmental Response, Compensation, and Liability Act (CERCLA or Superfund) or the Resource Conservation and Recovery Act (RCRA) that are used, stored, generated, or

released by the proposed activity which could pose any threat to human health and/ or the environment.

5. List any potential unique or unknown risks to human health or the environment from the proposed activity.
6. Describe the degree to which the proposed action may have effects on the human environment that are likely to be highly controversial. A project is considered highly controversial if there is a substantial dispute about the size, nature, or effect of the major federal action rather than the existence of opposition to the use.

7. Is the proposed activity a continuation of, or related to, an ongoing or phased project?

   ☐ YES ☐ NO

   If yes, please include information and attach relevant documents describing the ongoing or phased project.
8. Describe how the project is compatible with relevant local, regional, or state planning and zoning.
9. Describe any changes to scenery or viewsheds in the project vicinity.

10. Describe whether location of the proposed activity includes unique geographic areas of notable recreational, ecological, scientific, cultural, historical, scenic, or aesthetic importance. Examples include, but are not limited to coral reefs, marine protected areas, National Marine Sanctuaries, essential fish habitat, habitat area of particular concern, critical habitat designated under the Endangered Species Act, park or refuge lands, wild or scenic rivers, wetlands, prime or unique farmland, sites listed on the National Register of Natural Landmarks, sites listed or eligible for the National Register of Historic Places, tribal lands, sites that are ecologically significant, or critical areas (including areas that are normally inundated by water or areas within the 100-year floodplain).
11. Explain whether the project is likely to have adverse economic or environmental impacts on minority groups, low-income groups, or Native American tribes that are out of proportion with its impacts on other groups.

Other Project Location Attributes

12. Will the proposed activity degrade or disturb previously undisturbed areas?
YES ☐ NO ☐
If "YES," please explain.

13. Are there any known previous or ongoing uses of the site, or any other issues that make it likely that contaminants may be uncovered and/or disturbed?
YES ☐ NO ☐ If "YES," identify the potential contaminant and the circumstances that may uncover or disturb the contaminants.

Project Partners, Permits, and Consultations

14. Will the proposed activity be conducted in partnership with NOAA, or require NOAA's direct involvement, activity, or oversight? YES ☐ NO ☐
If "YES," describe NOAA's involvement, activity, or oversight, including the name of the office or program that is involved.

15. List all other interested or affected federal, state, and local agencies; tribal governments; nongovernmental organizations; or minority or economically disadvantaged communities. Describe the listed entities' involvement, activity, or oversight regarding the proposed activity.

16. List all federal, state, and local permits, authorizations, waivers, determinations, and ongoing consultations that would be required for the proposed activity to comply with all applicable environmental laws and regulations. Provide the date the permit, authorization, waiver, or determination was obtained or the date by which it will be obtained. Provide copies of the permits, authorizations, waivers, or determinations that have been secured. (Section 306A Guidance, Section 4.3.8)
If any of the above have expiration dates that could affect project implementation, please note and explain.
If the project involves wetlands or living shorelines and does not qualify for a U.S. Army Corps of Engineers Nationwide Permit, please note and explain.

17. Explain the actions that the coastal management program or sub-recipient has taken to initiate or complete National Historic Preservation Act consultation with the State Historic Preservation Office or Tribal Historic Preservation Office.

Please attach relevant documents. A completed consultation is necessary before the project can be approved. (Section 306A Guidance, Section 4.3.6)

18. Has the project been designed consistent with applicable Americans with Disabilities Act of 1990 (ADA) requirements found in the Section 306A Guidance, Section 2.4.13?

□ YES □ NO

Only projects incorporating all required ADA elements can be approved.

19. If there is a lead federal agency for the project, please provide the agency and contact (if known) and describe whether any NEPA document has been completed or is in process for the proposed activity.

OMB Control # 0648-0119, expires 08/31/2022.

OCM requires this information in order to adequately assess the eligibility of proposed CZMA section 306A projects. Public reporting burden for this collection of information is estimated to average 25 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Chief, Stewardship Division, OCM, 1305 East-West Hwy., 10th Floor, Silver Spring, Maryland 20910. This reporting is required under and is authorized under 16 U.S.C. 1455a. Information submitted will be treated as public records. Notwithstanding any other provision of the law, no person is required to respond to, nor shall any person be subject to a penalty for failure to comply with, a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection displays a currently valid OMB Control Number.

Coastal Partnership Initiative

Through the Coastal Partnership Initiative (CPI), the Florida Coastal Management Program (FCMP) makes federal - specifically, the National Oceanic and Atmospheric Administration (NOAA) funds available on a competitive basis to Florida's 35 coastal counties and all municipalities within the counties' boundaries that are required to include a coastal element in their comprehensive plan. Florida's public colleges and universities, regional planning councils, national estuary programs and nonprofit groups also may apply for CPI funds, if an eligible local government agrees to participate as a partner.
For detailed information on previously funded projects, visit **Grant Abstracts** or view the **Interactive Story Map** for project locations and descriptions.

Program Description

The CPI was developed to promote the protection and effective management of Florida's coastal resources in four specific priority areas:

- **Resilient Communities:** The goal of this priority area is to help coastal communities prepare for and respond to the effects of climate change, natural hazards and disasters. Project examples include conducting vulnerability analyses and risk assessments; developing post-disaster redevelopment plans and strategies; restoring coastal wetlands; developing energy strategies; and improving communities' resiliency to coastal hazards.
- **Coastal Resource Stewardship:** To promote stewardship and appreciation of fragile coastal resources, applicants may request funds for community-based projects that involve citizens, volunteers and the local government. Project examples include dune and wetland restoration; exotic plant control; coastal cleanups; and environmental awareness initiatives, events and field trips.

- **Access to Coastal Resources:** Communities are encouraged to accommodate public access to coastal and marine resources, while protecting fragile and overused environments. Access projects could include developing plans for land acquisition and management; developing site plans for nature trails; developing recreational surface water use policies; removing exotic species and restoring native species; and small-scale capital improvements such as dune walkovers, boardwalks and canoe/kayak launches.
- **Working Waterfronts:** Waterfront communities may wish to revitalize, renew and promote interest in their waterfront districts. Examples of projects include developing and implementing a vision plan for a waterfront district; developing architectural standards for waterfront areas; small construction projects such as a boardwalk, observation platform, welcome center or information kiosk; restoring shorelines and wetlands; or implementing other measures that mitigate the effects of natural hazards.

Financial awards are a minimum of $10,000, and awards are limited to no more than $60,000 for construction projects, habitat restoration, invasive plant removal or land acquisition; and no more than $30,000 for planning, design and coordination activities.

Application Timeframe

- Applications are accepted once a year in response to a "Notice of Availability of Funds" published in the *Florida Administrative Register*. The application form is available on the DEP website on the Grants page until the application cycle closes on Sept. 25, 2020.

Funding Cycle

- The funding year typically begins July 1 and ends June 30; however, this timeframe may be shifted if the grant cycle is delayed or postponed. Projects are to be completed within 12 months, no matter when the funding cycle begins.

Eligible Applicants

- Florida's 35 coastal counties and all municipalities within the counties' boundaries that are required to include a coastal element in their comprehensive plan. Florida's public colleges,

universities, regional planning councils, national estuary programs and nonprofit groups also may apply, provided that an eligible local government agrees to participate as a partner. Nonprofit organizations are not eligible to receive funds for construction projects, habitat restoration, exotic plant removal, or land acquisition. Eligible applicants may submit no more than one application per funding cycle.

Matching Requirements

- Grant recipients are required to provide 100% (1:1) matching funds, which may be cash or in-kind. Match may include the salaries of employees, the value of work time of volunteers, the cost of construction materials, or other supplies and/or services that directly benefit the funded grant project. No more than 50 percent of match may be provided by a third party. Federal funds from any source may not be used as match for any financial assistance from the Coastal Partnership Initiative.

Source of Funds

- National Oceanic and Atmospheric Administration, US Department of Commerce.

How are applications reviewed?

- CPI applications are reviewed by a technical evaluation committee with knowledge of coastal resource management. All applications are evaluated using the criteria listed below. The highest-rated projects will be considered for funding, subject to the availability of funds from NOAA.

What are the selection criteria?

- The project location is clearly depicted on a map.
- Project description is clearly presented.
- Project objectives, tasks, deliverables and timelines clearly relate to the project description.
- There is a demonstrated need the project addresses.
- Project meets purpose of at least one CPI priority.
- Applicant demonstrates how the project will benefit coastal resource management.

- Project is feasible and can be completed within 12 months.
- Budget and budget narrative clearly show how FCMP funds and match funds will be expended in accordance with paragraph 62S-4.004(2)(d), FAC, and demonstrate a cost relationship to project activities.
- Project costs are reasonable.

What are the elements of a strong proposal?

- Reviewers will look for proposals that have the following characteristics:
  - A demonstrated need for the project and clear project description.
  - The proposal ensures or promotes a benefit to coastal resource protection or management.
  - The proposal is technically sound in terms of design and cost-effectiveness.
  - The budget request for the proposed work is appropriate.
  - The work can be reasonably expected to be completed within 12 months.
  - Project meets the goal of at least one of the four CPI priority areas.

What will cause an application to be dropped from consideration?

- An application will not be considered if it does not include a:
  - Signed and completed Title Page
  - Location Map
  - Work Plan
  - Budget
  - Completed 306A questionnaire, if project proposes construction, invasive plant removal, habitat restoration and/or land acquisition. The questionnaire can be found **here** or from NOAA **here**.
- An application also will not be considered:
  - If it was not received on or before the application deadline

- If construction is proposed, the applicant did not conduct a preliminary consultation with appropriate local, state, regional and federal regulatory agencies regarding the proposed construction project, and did not include a summary of the required consultation in the CPI application
- If the property on which construction activities will take place is not publicly owned or if the applicant does not hold a sufficient conservation easement (into perpetuity)
- If the applicant is a nonprofit organization and the proposed project includes construction, habitat restoration, invasive exotic plant removal, or land acquisition

For more information on Florida Coastal Management Program Grants, contact:

Tiffany Herrin
Department of Environmental Protection
Florida Coastal Management Program, MS 235
3900 Commonwealth Blvd.
Tallahassee, Florida 32399-3000
Phone: 850-245-2953
Email: Tiffany.Herrin@FloridaDEP.gov

Last Modified: August 3, 2020 - 2:36pm

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach

SUBJECT: Resolution 2020-124
Program Modification - Preservation Rehabilitation Assistance Grant (PRAG)

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2020-124

SYNOPSIS: In FY 2019/2020, the City created the Preservation Rehabilitation Assistance Grant with the goal of promoting the preservation of historic buildings through proper rehabilitation. Modification of the program is requested for FY 2020-2021 to allow certain qualifying non-profit, tax-exempt, organizations who operate out of historically-significant National Register or Contributing Structures to apply for PRAG upon evidence of financial-need and other factors.

FISCAL IMPACT: The FY 2020-2021 Preservation Rehabilitation Assistance Grant (PRAG) funds are located in HDC Trust Fund Program Costs account 126 54970.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2020-124.

Kelly Gibson, AICP, Planning Director	8/17/2020
Dale L. Martin, City Manager	8/19/2020
Pauline Testagrose, Comptroller	8/20/2020
Tammi E. Bach, City Attorney	8/21/2020

Lorelei Jacobs

Date: August 14, 2020

Submitted By: Lorelei Jacobs, Grants Administrator

COMMISSION ACTION: Adopt

RESOLUTION 2020-124

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING A RECOMMENDATION BY THE HISTORIC DISTRICT COUNCIL TO ALLOW NON-PROFITS OR OTHERWISE TAX-EXEMPT ORGANIZATIONS OPERATING OUT OF HISTORIC DISTRICT BUILDINGS AND WHICH MEET OTHER HISTORIC PRESERVATION AND FINANCIAL NEED CRITERIA TO APPLY FOR THE CITY'S FY 2020-2021 PRESERVATION REHABILITATION ASSISTANCE GRANT; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in FY 2019-2020, the City of Fernandina Beach recognized the importance of the structures that contribute to the City's historic character, and ultimately the "sense of place" that Fernandina Beach is famous for by creating the City's Preservation Rehabilitation Assistance Grant (PRAG); and

WHEREAS, $30,000 was allocated in the City's FY 2019-2020 budget to be available through a competitive grant application to homeowners who had properties in the Historic District in need of repairs; and

WHEREAS, although PRAG was advertised in the Fernandina Beach Newsleader and on the City's website, no private property owners came forward to apply for PRAG funds and the grant remained unexpended; and

WHEREAS, at least one non-profit or otherwise tax exempt organization did make known to the City significant repairs which are needed on a Historic District building which is additionally listed on the National Register of Historic Places, is also as local Contributing Structure by the Historic District Council, and whose old age requires significant repairs; and

WHEREAS, at its August 20, 2020 meeting, the Historic District Council voted to make FY 2020-2021 PRAG funds available to qualifying non-profit, or other tax-exempt organizations on a competitive basis as funding allows when historical structures are in great need of repair to prevent further deterioration and which meet specific historic preservation and financial need requirements; and

WHEREAS, PRAG is funded in FY 2020-2021 in HDC Trust Fund Program Costs account, 126 54970; and

WHEREAS, Exhibit "A" reflects the recommended support by the Historic District Council that non-profits and other tax-exempt organizations must meet to qualify for, and compete for, PRAG funding.

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

SECTION 1. The City Commission hereby authorizes Exhibit "A" as the new criteria for FY 2020-2021 Preservation Rehabilitation Assistance Grant (PRAG) funding, in accordance with the recommendations of the Historic District Council.

SECTION 2. The PRAG grant application will open for application on September 2, 2020 – September 19, 2020, after which applications will be scored and ranked by the Historic District Council, after which the ranked list will be set as an agenda item at a future City Commission meeting for final decision-making.

SECTION 3: The City Manager and the City Clerk are hereby authorized to execute any necessary

administrative documentation required to implement the PRAG grant, upon review and approval of the City Attorney.

SECTION 4. This Resolution shall take effect immediately upon passage.

ADOPTED this 1st day of September, 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

PRESERVATION REHABILITATION ASSISTANCE GRANT (PRAG)

I. PROGRAM INFORMATION

The maintenance and rehabilitation of historic structures can be a daunting and costly proposition. The City of Fernandina Beach recognizes the importance of the structures that contribute to the City's historic character, and ultimately the "sense of place" that Fernandina Beach is famous for. In 2020, the City created a pilot program called the Preservation Rehabilitation Assistance Grant (PRAG). Through PRAG, $30,000 in City grant funds have been made available to help preserve City historic structures when funding toward necessary improvements is otherwise limited or unavailable. The Preservation Rehabilitation Assistance Grant makes monies available to complete exterior stabilization and repair work on National Register or contributing historic structures. In FY 2020, eligible applicants to PRAG are non-profits located in the Historic District AND which are either on the National Register or are designated historic contributing structures to the downtown district.

The goal of the Preservation Rehabilitation Assistance Grant (PRAG) is to promote the preservation of historic buildings through proper rehabilitation. A successful rehabilitation is one that retains, preserves, and protects as much of the original historic fabric and character-defining features as possible.

II. HOW PRAG WORKS in FY 2020

1) Each year that PRAG is funded by the City Commission, the City of Fernandina Beach Historic District Council (HDC) determines the eligible applicants for that year's round of funding from three options: Non-profits including religious organizations, businesses, or homeowners. For FY 2020, applicants eligible to apply for PRAG funds are non-profit organizations located in the Historic District AND whose structures to be repaired are either on the National Register or are designated historic contributing structures to the Historic District. Up to $30,000 may be applied for.
2) The PRAG program is advertised in local media to invite applications for funding.
3) Interested Applicants should complete and return a PRAG application to the City's Department of Planning and Conservation no later than **September 19, 2020**. The application can be found at the City's website at www.fbfl.us or upon request to Fernandina Beach Grants Administrator Lorelei Jacobs at (904) 310-3101 or by e-mail at ljacobs@fbfl.city.
4) Received Applications will be ranked by the Fernandina Beach Historic District Council (HDC) at a public September 24, 2020 meeting at 5:00 p.m. at City Hall.
5) The ranked list goes before the City Commission for final approval at their public Regular Meeting on October 6, 2020 at 6:00 p.m. at City Hall.
6) Applicants who receive grant funds will execute a contract with the City agreeing that the applicant will work with City staff to ensure funded repairs meet Historic Preservation Standards and that quotes for work are reasonable.
7) Work is performed and completed within 6 months of contract execution.
8) Upon completion of repairs, Contractor(s) provide invoicing to non-profit and City, both of whom must certify that invoice is accurate and work is completed.
9) Invoicing is then forwarded to the City for payment.

Completed PRAG applications should be returned
no later than September 19, 2020 to:
City of Fernandina Beach Department of Planning & Conservation
204 Ash Street , Fernandina Beach, FL 32034 or by e-mail to ljacobs@fbfl.city

PRESERVATION REHABILITATION ASSISTANCE GRANT (PRAG)

INSTRUCTIONS – Please read all sections. Please print legibly, or if you prefer, provide typed responses on separate pages. If you have questions about this application, please contact City of Fernandina Beach Grants Administrator Lorelei Jacobs at (904) 310-3104 or by e-mail at ljacobs@fbfl.city.

III. ELIGIBILITY & PROJECT RANKING

Only structures that are classified as "Contributing" to one of Fernandina Beach's Historic Districts or that are listed on the National Register of Historic Places are eligible to apply for PRAG funds.

Eligible improvements

All work performed must be exterior work, which results in repair, improvement, reconstruction, maintenance or stabilization. Interior work may be eligible only if necessary to stabilize or structurally support the building's historic exteriors. Eligible exterior work may include:

- Exterior wall repairs
- Roof repairs
- Foundation repairs
- Masonry/stucco repairs
- Window/ door restoration
- Cornices and parapet repairs
- Weatherization improvements
- Repainting
- Structural /Reinforcement
- Porch and step repairs

In most cases, a Certificate of Approval (COA) and building permits will be required for the rehabilitation/ stabilization work. City of Fernandina Beach staff must approve all proposed projects and construction both **before** to the commencement of all grant-funded work and **after** the project's completion to ensure the work adheres to the Secretary of the Interior's Standards for Rehabilitation and applicable City Guidelines.

Project Ranking

Applications will be ranked by the City of Fernandina Beach Historic District Council (HDC) based on considerations that include the following factors:

1) The applicant meets PRAG's eligibility criteria.
2) The completed grant application is responsive and includes necessary attachments.
3) The applicant provides information which demonstrates the need for financial assistance to complete the repairs.
4) The age of the historic structure and the extent to which improvements sought through the grant application will help prevent further deterioration of the historic structure or otherwise significantly enhance the structure.
5) The extent to which the structure, or improvements sought through the grant, will enhance the Historic District.

PRESERVATION REHABILITATION ASSISTANCE GRANT (PRAG)

IV. PROPERTY IDENTIFICATION

Applicant Organization:	
Property Address:	
Tax Parcel # (if known):	Year Constructed:
Owner:	
Mailing Address	
City & State	Zip Code
Day Phone	501(c)(3) number:
E-mail Address:	

What non-profit is located at the property? What other organizations are located at the property?

_____

_____

V. PROJECT SUMMARY

Have you been issued a *Notice of Violation* for repairs which are the subject of this grant application by the City of Fernandina Beach's Code Enforcement Department? Yes ☐ No ☐

If "Yes", what is the Code Enforcement Case Number?_____

Is this property currently safely accessible? Yes ☐ No ☐

If "No", will the proposed work return it to productive use? Yes ☐ No ☐

What repairs are proposed as part of this stabilization assistance? (Check all that apply)

- ☐ Roof
- ☐ Windows
- ☐ Paint
- ☐ Porch and Steps
- ☐ Structural reinforcement
- ☐ Weatherization
- ☐ Foundation
- ☐ Exterior walls (ex. Siding repair/replacement)
- ☐ Masonry/ Stucco
- ☐ Other (please specify): _____

PRESERVATION REHABILITATION ASSISTANCE GRANT (PRAG)

VI. YOUR ORGANIZATION: Please describe your organization. In what year did you receive your 501(c)(3) status? Please share your organization's mission statement and describe services your organization provides and the quantity of services your organization provided the last twelve months or on an annual basis. Use or type a separate sheet(s) if preferred. Feel free to include any written or published materials about your organization or its services as an attachment to your application.

PRESERVATION REHABILITATION ASSISTANCE GRANT (PRAG)

VII. YOUR ORGANIZATION'S FINANCIAL CONSTRAINTS. Please describe why your organization is seeking financial assistance for these repairs. Please attach to your application the past two years' of your organization's audited financial statements or tax returns. Use or type a separate sheet(s) if preferred.

PRESERVATION REHABILITATION ASSISTANCE GRANT (PRAG)

VIII. YOUR HISTORIC STRUCTURE: Please describe what you know about the historic nature of the structure you are seeking grant funds to repair. Include your National Register number or Historic Contributing Structure number if known. Use or type a separate sheet(s) if preferred.

Please describe the proposed project. What repairs are necessary to rehabilitate/ stabilize the structure? Use or type a separate sheet(s) if preferred.

What is your overall rehabilitation and development plan for the property and its site? Is the proposed rehabilitation/ stabilization project part of a larger plan? Is additional work planned for the future?

IX. Request for Funds

You must attach at least two (2) cost estimates from different contractors to substantiate all rehabilitation/stabilization work. Each bid should be for the same scope of work. All cost estimates should be listed on letterhead from the contractor or tradesperson and should include contact information (address, phone number and e-mail) and contractor license number.

Name of Contractor #1	Cost Estimate $
Name of Contractor #2	Cost Estimate $

PRESERVATION REHABILITATION ASSISTANCE GRANT (PRAG)

X. CHECKLIST OF REQUIRED ATTACHMENTS TO GRANT APPLICATION

Your application must include the following attachments. Please place a check mark in each box below to indicate that you have attached the requested document to your application:

☐ **Proof of Building Ownership**. Copies of deeds or county tax records will be accepted as proof. (Can be found at the Nassau County Property Appraiser's Website → Map Search)

☐ **A copy of your IRS 501(c)(3) Tax Exempt Form or other proof of tax-exempt status.**

☐ **Copies of your non-profit's audited financial statements or tax returns for the past two years.**

☐ **Digital Photos**. Please submit at least 4 photographs for each scope of work item. Photographs should be at least 4"x 6" digital scale. The intent of the photos is to show the deteriorated features requiring rehabilitation and the effect, if any, the deterioration has had on other parts of the building (such as interior walls or ceilings).

☐ **Cost Estimates**. Two independent cost estimates or price quotes from qualified contractors having experience for each item in the scope of work. Cost estimates should be on letterhead from the contractor or tradesperson and include contact information (address, phone number and e-mail) and contractor license number. Scope of service from each contractor must be identical. Estimates should include a description of materials to be used and any relevant sketches and/or elevations to illustrate the proposed rehabilitation/ stabilization work.

☐ **Proof of Hazard Insurance**

☐ **Copy of Code Enforcement Notice of Violation** (if any).

Office Use Only		
Date/time application received:		
Received by:		
Proof of ownership attached?	YES	NO
Copy of non-profit 501(c)(3) attached?	YES	NO
Copies of past two years non-profit's audited financial statements attached?	YES	NO
Photographs attached?	YES	NO
Contractor estimates attached?	YES	NO
Proof of Insurance attached?	YES	NO
Code Enforcement *Notice of Violation* attached? (if any related to requested repairs)	YES	NO
Final Approval **APPROVED** **DENIED**		
Planner Signature: Date:		

PRESERVATION REHABILITATION ASSISTANCE GRANT (PRAG)

Congratulations! You have arrived at the last step of the PRAG application, having your application notarized by a Florida Notary. If you like, you may have your application notarized by City Administrative Services Manager Nicole Bednar, who can be reached at (904) 310-3103 to schedule an appointment. After that, mail, drop off, or e-mail your application to the Planning and Conservation Department located in City Hall at 204 Ash Street, Fernandina Beach, FL 32034 or by e-mail to ljacobs@fbfl.city. Applications must be received by September 19, 2020. Thank you for your application!

XI. NOTARIZED SIGNATURES

By signing below, I certify that the information contained in this application is true and correct to the best of my knowledge at the time of the application.

_____ _____

Date **Signature of Applicant**

_____ _____

Date **Signature of Applicant**

STATE OF FLORIDA
COUNTY OF NASSAU

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

this _____ day of _____ , 20___ , by _____

_____ _____ _____

Signature of Notary Public Printed Name My Commission Expires

Personally Known _____ OR Produced Identification _____ ID Produced: _____

The City of Fernandina Beach, in its provision of services to citizens and visitors, ensures freedom from discrimination because of race, color, religion, sex, national origin, age, handicap, or marital status.

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach

SUBJECT: Resolution 2020-125
Award of Bid #2020-09 - Johnson Home Builders, Inc.

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2020-125

SYNOPSIS: The City published Invitation to Bid (ITB) #2020-09 on August 14, 2020. Three bids were received and opened on August 24, 2020: CC Borden, Cole Builders, and Johnson Home Builders. Following review of the submittals, staff recommends awarding ITB #2020-09 to Johnson Home Builders in the amount of $277,800.

FISCAL IMPACT: The total budget for Golf Course improvements (related to the driving range, clubhouse, and North Course greens) is $495,000. Funds are available in Golf Improvements account, 410 56300, for this project. Staff will additionally review stated allowances in the recommended bid to ensure the project remains within the approved budget.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2020-125.

Dale L. Martin, City Manager	8/25/2020
Pauline Testagrose, Comptroller	8/25/2020
Tammi E. Bach, City Attorney	8/25/2020
Katie Newton, Legal Assistant	8/25/2020

Submitted By: Nicole Bednar, Administrative Services Manager

Date: August 14, 2020

COMMISSION ACTION: Adopt

RESOLUTION 2020-125

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AWARDING BID #2020-09 TO JOHNSON HOME BUILDERS, INC. FOR THE CONSTRUCTION OF THE TOPTRACER GOLF FACILITY; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City's bid process was utilized to secure competitive bids for the construction of the Toptracer Golf Facility via publication of Invitation to Bid (ITB) #2020-09 on August 14, 2020; and

WHEREAS, after review and consideration of the bids received on August 24, 2020, staff recommends awarding Bid #2020-09 to the lowest qualified bidder, Johnson Home Builders, Inc. in an amount not to exceed $277,800; and

WHEREAS, funding is available in Golf Course Improvements account, 410 56300.

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

SECTION 1. The City Commission hereby awards Bid #2020-09 to Johnson Home Builders, Inc. in an amount not to exceed $277,800 for the construction of the Toptracer Golf Facility.

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 1st day of September, 2020.

CITY OF FERNANDINA BEACH

_____
John A. Miller
Mayor – Commissioner

ATTEST:

_____
Caroline Best
City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
Tammi E. Bach
City Attorney

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
ITB 2020-09 TOPTRACER GOLF FACILITY CONSTRUCTION

INTRODUCTION

The City of Fernandina Beach, Florida is accepting competitive sealed bids for **CONSTRUCTION OF TOPTRACER GOLF FACILITY.**

The City will receive sealed bids at the location stated below not later than **2:00pm, August 24, 2020.**

Any submittal received after the above stated time and date will not be considered. It shall be the sole responsibility of the Bidder to have its Bid delivered to the City of Fernandina Beach, by U.S. Mail, hand delivery or any other method available to him/her; however, facsimile or electronic submittals will not be accepted. Delay in delivery shall be the sole responsibility of the Bidder. Submittals received after the deadline will not be considered. Award of the Bid is subject to the funds in the budget for 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 #2020-09** and addressed to:

City of Fernandina Beach
Attn: City Clerk's Office – **ITB#2020-09**
204 Ash Street
Fernandina Beach, FL 32034

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

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

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

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
ITB 2020-09 TOPTRACER GOLF FACILITY CONSTRUCTION

SCOPE OF WORK/SPECIFICATIONS

See attached drawings for detailed specifications –

This project consists of the construction of a building to accommodate a Toptracer Driving Range program, located at the City of Fernandina Beach Golf Club, 2800 Bill Melton Drive, Fernandina Beach, FL. This includes the installation of electrical, lighting and HVAC System. The plans call for roll up doors.

Provide an **alternate bid** omitting the roll-up doors from the construction project.

The contractor is responsible for obtaining the required City of Fernandina Beach permits.

AWARD

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

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

Bid Package

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

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

ADDENDA

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

CONTRACTOR PERSONNEL

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

PERFORMANCE STANDARDS/QUALITY REQUIREMENTS

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

PROJECT SCHEDULE

CONTRACTOR shall begin as soon as possible after the award of Purchase Order or notice to proceed; all work must be substantially completed **within 45 calendar days of startup**.

TIME OF PERFORMANCE

1. CONTRACTOR may, upon approval by Building Maintenance Director 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 jobsite without commencing work for a maximum of seven (7) calendar days. Location of equipment storage will be provided by the Building Maintenance Director or designee.

3. CONTRACTOR will, prior to any delay submit notification of delay in writing within five (5) calendar days to Building Maintenance Director.

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 Building Maintenance Director or designee a sequence of procedure, means of access, space for storage of materials and equipment and use of approaches, right of way, driveway, etc. CITY shall not be responsible for lost or stolen materials or tools left on the job site.

SITE MAINTENANCE

1. Extreme care shall be taken to safeguard all existing facilities, paved walkways, site amenities, utilities, windows, and vehicles on or around the job site. Damage to public and/or private property shall be the responsibility of CONTRACTOR and shall be repaired and/or replaced in equal or better condition at no additional cost to the CITY. CONTRACTOR shall use all means to protect existing objects, structures and vegetation designated to remain. In the event of damage, immediately make all repairs, replacements, and dressings to damaged materials, to the approval

of CITY, at no additional cost to the CITY. In the event of damage to public and/or private property, CONTRACTOR shall immediately contact the CITY's Building Maintenance Director or designee 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 Building Maintenance Director or designee prior to commencing this project.

5. CONTRACTOR shall perform all work under supervision of a capable supervisor using skilled employees.

6. CONTRACTOR shall have a person, which is on their payroll and with ***the authority to make decisions, on site at all times.***

REQUIRED INSPECTIONS

Prior to the start of any work, CONTRACTOR shall examine all surfaces and report in writing to the Building Maintenance Director 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 provide warranty stating that the project is complete in detail and finish, and free of hazardous conditions. The material warranty must be one year with a workmanship warrant of one year.

2. If CITY deems it unacceptable to have CONTRACTOR correct the work, which has been incorrectly done, a deduction from the contract price shall be made as determined by CITY. Such a deduction from the contract price shall in no way affect the CONTRACTOR's responsibility for defects, which may occur nor their ability for correcting them, and damage caused by them.

3. Supplies and/or services furnished as a result of this bid shall be covered by the most favorable commercial warranties, expressed or implied, that the bidder and/or manufacturer gives to any customer. The rights and remedies provided herein are in addition to and do not limit any rights afforded to the CITY by any other clause of this bid. Any applicable written warranty from the product manufacturer and/or representative company shall commence from date of completion and acceptance by the CITY.

LIQUIDATED DAMAGES
See attached contract form

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

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

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

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
ITB 2020-09 TOPTRACER GOLF FACILITY CONSTRUCTION

GENERAL CONDITIONS OF INVITATION TO BID

1. PREPARATION OF BID

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

2. SUBMISSION OF BIDS

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

3. REJECTION OF BIDS

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

4. WITHDRAWAL OF BIDS

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

5. LATE BIDS

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

6. LOCAL, STATE, AND FEDERAL COMPLIANCE

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

7. AWARD OF INVITATION TO BID

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

8. NOT RESPONSIBLE FOR COSTS

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

9. BONDS

- If Bid is less than $100,000 no Bid Bond or Payment and Performance Bond required.

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

- If Bid is $100,000 - $200,000, and is for services, a Bid Bond is required but no Payment and Performance Bond is required.

- 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

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:
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 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.**

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/epls/search.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.

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

EXHIBIT "A"

CONTACT SHEET/BID FORM

Bid – Toptracer Golf Facility Construction **$_____**

Alternate Bid – Omitting the cost of the roll-up doors **$_____**

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

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.

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

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

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

EXHIBIT "E"

PROPOSER ACKNOWLEDGEMENTS AND AGREEMENTS

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

1. INTRODUCTION AND GENERAL INFORMATION
   Understands and agrees to all terms.

2. PROPOSAL INSTRUCTIONS, TERMS AND CONDITIONS
   Understands and agrees to all terms.

3. EVALUATION AND CONTRACT OVERVIEW
   Understands and agrees to all terms.

4. PROPOSER'S RESPONSE: SUBMITTAL INFORMATION
   Understands and agrees to all terms.

5. PROPOSER'S RESPONSE: PROPOSED TEAM
   Understands and agrees to all terms.

6. PROPOSER'S RESPONSE: PROPOSED COMPENSATION
   Understands and agrees to all terms.

Name: _____Title: _____

Signature: _____ Date: _____

THIS FORM MUST BE INCLUDED WITH PROPOSAL

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 not 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.

_____ My Commission expires: _____
Notary Signature

THIS FORM MUST BE INCLUDED WITH PROPOSAL

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.

_____ My Commission expires: _____
Notary Signature

THIS FORM MUST BE INCLUDED WITH PROPOSAL

EXHIBIT "H"

DISPUTES DISCLOSURE FORM

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

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

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

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

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

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

Firm Date

Authorized Signature Printed or Typed Name and Title

THIS FORM MUST BE INCLUDED WITH PROPOSAL

“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:

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 Document**s.**

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

3. Definitions:

Definitions are provided in Appendix 1 of this Agreement.

ARTICLE 2 - SCOPE OF WORK

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

ARTICLE 3 - COMMENCEMENT DATE

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

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

ARTICLE 4 - SUBSTANTIAL COMPLETION DATE

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

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

ARTICLE 5 - CONTRACT AMOUNT

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

incomplete after the date established for Final Completion.

The said amount is fixed and agreed upon by and between the Contractor and the Owner because of the 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

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.

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

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

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 Contact Documents

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

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

3. Review of Field Conditions

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

4. Supervision and Construction Procedures

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

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

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

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

5. Inspection of Work

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

6. Labor and Materials

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

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

7. Warranty

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

8. Construction Schedule

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

9. Project Records

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

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

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

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

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

10. Approval of Shop Drawings and Other Submittals

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

The Contractor shall not submit any shop drawing or other submittal that is merely a tracing or other copy of any of the Contract Documents. Each submittal item must be prepared by the Contractor, or for the Contractor by a Subcontractor or Supplier of the Contractor. The Architect shall have the authority to reject any submittal items that violate this provision, and no extension of Contract Time shall be given on account of such rejection. Architect's review and action on any such Submittals shall not serve as a basis for or give rise to any claim in favor of Contractor or any third party against the Owner or Architect.
By submitting the materials described above to the Architect for approval, the Contractor represents that he has determined and verified materials, field measurements, and field construction criteria related to the Submittals and has checked and verified their compliance with requirements of the Contract Documents. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or other Submittals. The Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents unless the Architect makes specific written acceptance of said deviations on the Architect's letterhead.

11. Use of the Project Site

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

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

12. Cleanup of Project Site

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

13. Observations and Inspections

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 Contact 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 Contact Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed, or completed. The Contractor shall bear the costs of correcting such Work, including those for additional testing and inspections and compensation for any additional design or necessary administrative costs.

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

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

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

15. Acceptance of Non-Conforming Work

The Owner may at his option accept Work which is not in accordance with the requirements of the Contact 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 Contact 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.
- 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:

- 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, expediters, 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.

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.

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 Contact Documents, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect.

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

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

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

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

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

3. Final Acceptance and Payment

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

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

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

ARTICLE 15 - PROTECTION OF PERSONS AND PROPERTY

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

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

- Title VI of the 1964 Civil Rights Act.
- Title VII of the 1964 Civil Rights Act, as amended by the Equal Employment Opportunity Act which prohibits discrimination I 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.

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.

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.

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 Statues, are acceptable where approved by the Owner in writing.

ARTICLE 17 - COMMENCEMENT OF STATUTORY LIMITATION PERIOD

1. The Commencement of Statutory Limitation Periods Between the Owner, Contractor and assignees are as follows:

- Before Substantial Completion. As to acts or failures to act occurring prior to the relevant date of Substantial Completion, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than such date of Substantial Completion.

- Between Substantial Completion and Final Certificate for Payment. As to acts or failure to act occurring subsequent to the relevant date of Substantial Completion and prior to issuance of the final Certificate for Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of issuance of the final Certificate for Payment; and

- After Final Certificate for Payment. As to acts or failures to act occurring after the relevant date of issuance of the final Certificate for Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of any act or failure to act by the Contractor pursuant to any warranty provided under the Contract Documents, the date of any correction of the Work or failure to correct the Work by the Contractor or the date of actual commission of any other act or failure to perform any duty or obligation by the Contractor or Owner, whichever occurs last.

2. Concerning Latent Defects and Fraud

As to latent defects and fraud, the applicable statute of limitations shall commence upon the date of discovery or the date discovery of the defect should reasonably have occurred.

ARTICLE 18 - MISCELLANEOUS PROVISIONS

1. Governing Law

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

2. Successors and Assigns

The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract as a whole without the written consent of the other. If either party attempts to make such an assignment without such written consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

3. Written Notice

Written notice shall be deemed to have been duly served if delivered in person to the individual or a member of the firm or entity or to an officer of the corporation for which it was intended, or if delivered at or sent by registered or certified mail to the last business address known to the party giving notice. Email delivery shall also constitute delivery of written notice, and may, at Owner's sole discretion, include US Mail with proof of delivery in addition to the email.

4. Limitation of Liability

The Owner shall be liable only to the extent of its interest in the Project; and no elected official, officer, agent, or employee of the Owner shall ever be personally or individually liable with respect to this Contract or the Work. Each Subcontract shall include the foregoing limitation, which shall be effective if the Owner ever succeeds to the Contractor's rights or obligations under a Subcontract. The Architect shall be liable only to the extent of its interest in the Project; and no officer, director, partner, agent, or employee of the Architect (or any partner of a partner or any agent or employee of a partner) shall ever be personally or individually liable with respect to this Contract or the Work. Each Subcontract shall include the foregoing limitation.

5. Attorney Fees and Costs

In the event of any action brought by either party against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for fees, costs, and expenses, including attorney fees, as may be set by the Court.

6. Validity, Severability and Reformation

The validity, interpretation, construction, and effect of this agreement shall be in accordance with and be governed by the laws of the State of Florida. Any provision or part of this Agreement held to be void or unenforceable under any law shall be deemed stricken,

and all remaining provisions shall continue to be valid and binding upon the parties. The parties agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

7. Force Majeure

Neither party hereto shall be liable for its failure to perform hereunder due to any circumstances beyond its reasonable control, such as acts of God, wars, riots, acts of terrorism, national emergencies, sabotage, strikes, labor disputes, accidents, and governmental laws, rules, ordinances, rules of regulations. The Contractor or Owner may suspend its performance on any assignment as a result of a force majeure without being in default of this Agreement, but upon the removal of such force majeure, the Contractor or Owner shall resume its performance as soon as is reasonably possible.

8. Contractor Not A Third Party Beneficiary

Contractor understands and agrees that it shall look only to the City/Owner for payment and that it is not a third party beneficiary or in any manner otherwise a beneficiary of that certain Inter-local Agreement between the City of Fernandina Beach and Nassau County, Florida regarding payment of invoices on this project. Contractor, for good and valuable consideration contained in this Agreement does hereby irrevocably waive any right it might claim to seek payment from Nassau County, Florida for work performed on this project.

9. Public Records Law and Obligations

Pursuant to Section 119.0701, Florida Statutes, Contractor shall: (a) keep and maintain all public records as that term is defined in Chapter 119, Florida Statutes ("Public Records"), that ordinarily and necessarily would be required by the City in order to perform the work contemplated by this Agreement; (b) provide the public with access to Public Records, on the same terms and conditions that the City would provide the records and at a cost that does not exceed the costs provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that Public Records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; (d) meet all requirements for retaining Public Records and transfer, at no cost to the City, all public records in possession of Contractor within thirty (30) days after termination of this Agreement, however terminated, and destroy any duplicate Public Records that are exempt or confidential and exempt from public records disclosure requirements and provide the City with a letter confirming that this has been done within thirty (30) days of the termination of this Agreement. All Public Records stored electronically must be provided to the City in a format that is compatible with the information technology of the City. If Contractor does not comply with a public records request, the City may pursue any and all remedies available in law or equity, including but not limited to specific performance.

IN WITNESS WHEREOF the parties have executed the Agreement on the day and date first above written.

OWNER: The City of Fernandina Beach

_____
Dale L. Martin, City Manager

_____
ATTEST –Caroline Best, City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
Tammi E. Bach, City Attorney

CONTRACTOR:

_____
Contractor's Name:

_____
Title/Officer

_____

ATTEST -

APPENDIX I - DEFINITIONS

Allowance - An amount included in the contract amount to be used exclusively for equipment, materials, or some other purpose specified in the Contract Documents and whose use is under the control of the Owner.

Application for Payment - A formal written request for payment submitted by the Contractor to the Architect for payment for work performed pursuant to this Agreement.

Architect - The design professional retained by the Owner responsible for designing the facilities to be constructed and/or the design professional responsible for providing contract administration during construction services and to assess whether construction services are provided in accordance with the Contract Documents.

Bid - A properly signed proposal to do the work, or designated portion thereof for the stipulated sum indicated on the bid form and supported by data required by the Bid Documents.

Bid Documents - The documents either provided or incorporated by reference defining and documenting the scope of services, conditions under which services are to be provided, conditions under which a contractor will be selected and the work will be performed, and the technical specifications for the equipment, goods, or services being procured.

Certificate for Payment - An application for payment which has been signed by the Architect, who certifies that the pay request is proper and all representations made by the Contractor are correct.

Certificate of Substantial Completion - A form signed by the Architect certifying that the work, or a designated portion of the work, has been completed to such an extent that it may be occupied by the Owner for its intended purpose.

Change Order - A form documenting the Contractor's and Owner's agreement to modify the work where the modification involves a change in Contract Amount, Contract Time, or the intent of the Contract Documents.

Claim - A demand or assertion by one of the parties to the Agreement for an adjustment or interpretation of contract terms, payment of money, extension of time, or other relief with respect to the terms of the Contract. Claims may also include other disputes between the Owner and Contractor concerning the manner in which work is being performed.

Construction Change Directive - An order signed by the Architect instructing the Contractor to change the Work.

Construction Schedule - An action plan summarizing how the Contractor proposes to complete the entire work in the Contract Documents within the established Contract Time. The Construction Schedule should identify key tasks and activities necessary to complete the project within the Contract Time.

Contract/Agreement - The Agreement between the Owner and the Contractor as defined by the Contact 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 Contact Documents.

Notice of Award of Contract - Written notice to the Contractor that his Bid has been accepted by the City Commission with the intent to enter into a Contract for the Construction of the Project.

Notice of Claim - A memorandum or letter presented to the Architect detailing a Claim for additional compensation. The memorandum or letter must be labeled "Notice of Claim" and specifically identify the conditions giving rise to the Claim and the amount of additional compensation being requested.

Notice to Proceed - A letter issued by the Owner officially communicating the date when the Contractor may begin work on the Project or a designated portion of the Project.

Owner - The City of Fernandina Beach, or the City of Fernandina Beach's authorized representatives.

Partial Occupancy or Substantial Completion of a Designated Portion - Declaration by the Owner that a designated portion of the work has been completed so that it is ready for occupancy by the Owner for its intended purpose.

Principal Portion of the Work - Work or equipment provided by a Subcontractor with which the Contractor has a direct Contract; and Sub-Subcontractors or other material or equipment providers as designated by the Architect or Project Manager.

Project - All physical improvements planned for a defined site. Work performed under the Contract Documents may comprise the whole work, or a part of the work planned for the Project Site.

Product Data - Illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the work.

Project Manual - A volume or volumes usually assembled to describe the work which may include bidding requirements, sample forms, the Contract, and specifications.

Project Manager - The City's authorized agent for communication with the Architect and Contractor and making decisions on the City's behalf as provided in the Contract Documents.

Project Site - The physical location identified in the Contact 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.

NOT FOR CONSTRUCTION

ENGINEERING PLANS

FOR

FERNANDINA BEACH GOLF CLUB
TOPTRACER DRIVING RANGE FACILITY
2800 BILL MELTON RD.
FERNANDINA BEACH, FLORIDA

FOR

CITY OF FERNANDINA BEACH

PREPARED BY:
GILLETTE AND ASSOCIATES, INC.
CERTIFICATE OF AUTHORIZATION NO.: 9332
20 SOUTH 4TH STREET
FERNANDINA BEACH, FL 32034
PHONE: 904-261-8819
ASA R. GILLETTE, P.E.
FL P.E. NO. 56177

FLORIDA BUILDING CODE PARAMETERS:
OCCUPANCY CLASSIFICATION: SMALL ASSEMBLY - GROUP B
BUILDING CONSTRUCTION: WOOD
CONSTRUCTION TYPE: V

SPACE PARAMETERS:
DRIVING RANGE BUILDING AREA: 3,068 S.F.
DRIVING RANGE ENCLOSED AREA: 1,863 S.F.
FOOD & BEVERAGE BUILDING AREA: 500 S.F.

REFERENCES:
1.) FLORIDA BUILDING CODE, 2017 (6TH ED.)
2.) ASCE 7-16
3.) AMERICAN INSTITUTE OF TIMBER CONSTRUCTION (AITC)

MAX OCCUPANCY (FBC, TABLE 1004.1.2)
DRIVING RANGE ENCLOSED USE: ASSEMBLY WITH FIXED SEATS
OCCUPANCY LOAD: 24" BOOTH BACKREST/OCC
MAX OCCUPANCY = (80 FT)/(2 FT/OCC) = 40 OCCUPANTS

DRIVING RANGE COVERED USE: ASSEMBLY STANDING SPACE
OCCUPANCY LOAD: 1 HITTING BAY/OCC
MAX OCCUPANCY = (10 BAYS)/(1 BAY/OCC) = 10 OCCUPANTS

MAX TOTAL OCCUPANCY = 40 OCC + 10 OCC = 50 OCCUPANTS

DRAWING LIST

CVR - COVER SHEET
A-0 - ARCHITECTURAL GENERAL NOTES
A-1 - FLOOR PLAN
A-2 - ELEVATIONS
S-0 - STRUCTURAL GENERAL NOTES
S-1 - FOUNDATION PLAN
S-2 - ROOF FRAMING PLAN
S-3 - SECTIONS
E-1 - FLOOR PLAN - LIGHTING
E-2 - FLOOR PLAN - POWER
E-3 - ELECTRICAL SPECIFICATIONS

NOTE: SOME DETAILS IN THESE DRAWINGS ARE TO BE CONSIDERED TYPICAL AND MAY NOT BE CALLED OUT ON PLANS. CONTRACTOR SHALL BECOME FAMILIAR WITH AND FOLLOW ALL DETAILS DURING CONSTRUCTION IN ALL TYPICAL AREAS.

REGISTERED DESIGN PROFESSIONAL
ASA R. GILLETTE, P.E.
FLORIDA P.E. NO. 56177

REV	DATE	ITEM
A	08/13/20	ISSUE FOR PRICING

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CIVIL, ENVIRONMENTAL, MECHANICAL, & STRUCTURAL ENGINEERING
CERTIFICATE OF AUTHORIZATION NO. 9332
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FERNANDINA BEACH GOLF CLUB
DRIVING RANGE/TOPTRACER FACILITY
2800 Bill Melton Rd.
Fernandina Beach, Florida 32034

DATE: 08/13/20

COVER SHEET

North / Elev Key | Sheet CVR | Page 1 of 11

NOT FOR CONSTRUCTION

ARCHITECTURAL GENERAL NOTES

WINDOWS AND DOORS

1. STANDARDS/LABELING: EXTERIOR WINDOWS AND GLASS DOORS SHALL BE TESTED BY AN APPROVED INDEPENDENT TESTING LABORATORY, AND SHALL BE LABELED WITH AN APPROVED LABEL IDENTIFYING THE MANUFACTURER, PERFORMANCE CHARACTERISTICS AND APPROVED PRODUCT CERTIFICATION AGENCY AND FLORIDA BUILDING CODE COMPLIANCE.
2. DESIGN PRESSURE PERFORMANCE TO BE IN ACCORDANCE WITH WIND LOAD PARAMETERS LISTED ON SHEET S-0.
3. ALL EXTERIOR DOOR AND WINDOW ASSEMBLIES SHALL BE ANCHORED IN ACCORDANCE W/THE PUBLISHED MANUFACTURER'S RECOMMENDATIONS TO ACHIEVE MOUNTING STRENGTH FOR THE DESIGN PRESSURE SPECIFIED.
4. ALL WINDOW AND DOORS AT EXTERIOR CONCRETE OR CMU WALLS TO HAVE PRESSURE TREATED HEAD, SILL, AND JAMB BUCKS. FASTEN W/GALV. CONNECTORS TO WOOD PER MANUFACTURER'S RECOMMENDATIONS FOR SPECIFIED WIND LOADS.
5. ALL NEW WINDOWS TO BE DOUBLE PANE (INSULATED), 1/4" THICK GLASS. FRAMING TO BE ENERGY EFFICIENT VINYL OR SIMILAR.
6. EXTERIOR DOORS TO BE INSULATED AND MANUFACTURED IN ACCORDANCE WITH CURRENT BUILDING CODE AND MEET CURRENT WIND LOADS LISTED ON THE COVER SHEET. EXTERIOR DOORS TO BE FIBERGLASS.
7. INTERIOR DOORS DO NOT REQUIRE AN STC RATING.
8. FINAL DOOR HARDWARE TO BE DETERMINED BY OWNER.
9. ALL WINDOW AND DOOR SIZES SHOWN ON THE PLANS ARE APPROXIMATE. THE CONTRACTOR SHALL VERIFY ACTUAL DIMENSIONS AND USE STOCK SIZES WHENEVER POSSIBLE. ALLOW FOR ADDITIONAL BUCKING IN R.O. SIZES WHERE POSSIBLE IN MASONRY WALLS.
10. INSULATE AROUND NEW DOORS AND WINDOWS W/ POLYFOAM OR SIMILAR.
11. ALL INTERIOR DOORS TO HAVE SELF-CLOSING, SPRING LOADED HINGES WITH A CLOSING TIME PER FLORIDA BUILDING CODE.

WATERPROOFING & PAINTING

1. EXTERIOR JOINT SEALERS AND CAULKING TO BE APPLIED AT ALL JOINTS TO ACHIEVE MOISTURE AND AIR-TIGHT JOINTS. THE FOLLOWING ARE RECOMMENDED WITH EQUALS ACCEPTABLE:
   URETHANES (TO BE COVERED):
   - SIKAFLEX 15LM (LOW MODULUS)
   - TREMCO VULKEM 921 (LOW MODULUS)

   SILICONES (USE PRIMER AND SURFACE PREP AS REQ'D):
   - DOW CORNING 795
   - PECORA 795
   - TREMCO SPECTUM II
   - SIKA
2. RECOMMENDED JOINT CAULKING PARAMETERS (VERIFY WITH MANUFACTURER'S LITERATURE): WIDE, WIDTH TO DEPTH TO BE JOINTS 1/4" TO 1/2" 1-1/2" WIDE OR GREATER SHOULD HAVE EQUAL. JOINTS 1-1/2". MINIMUM JOINT SIZE TO A SEALANT DEPTH OF BE 1/4" X 1/4"
3. PAINTING OF SUBSTRATES AS FOLLOWS:
   - GYPSUM BOARD (WALLS) : SAND SMOOTH, DUST AND CONDITION TO RECEIVE FINISH; (1) COAT LATEX WALL PRIMER, (2) COATS FLAT OR SATIN ACRYLIC. COLORS TBD.

CEILING SYSTEM:

1/2" THICK TYPE X GYPSUM BOARD, PAINTED INTERIOR FINISH. MATERIAL SHALL BE CLASS B (F.S. INDEX 26-75-S-D 0-450) FINAL COLOR T.B.D.

WALLS AND TRIM

1. FLOORING TO BE FINISHED CONCRETE.
2. ALL NEW INTERIOR WALLS TO RECEIVE 1/2" TYPE X GYP. BOARD AND/OR T-111 SIDING. GYP. BOARD TO BE SCREWED INTO PLACE PER INDUSTRY STANDARDS WITH SMOOTH FINISH. ALL JOINTS AND INTERIOR ANGLES SHALL HAVE TAPE EMBEDDED IN JOINT COMPOUND AND (2) SEPARATE COATS OF JOINT COMPOUND APPLIED OVER INTERIOR ANGLES. ALL JOINT COMPOUND TO BE FREE OF TOOL MARKS AND RIDGES. ALL INTERIOR WALLS TO BE PAINTED.
3. SUPPLY SAMPLES AS REQUIRED BY OWNER FOR APPROVAL PRIOR TO PROCUREMENT.

ALLOWANCES

1. COSTS INCLUDED IN ALLOWANCES:
   - DESIGN, MATERIALS & INSTALL: COST OF DESIGN TO CONTRACTOR; COST OF PRODUCT TO CONTRACTOR DELIVERED AT THE SITE, INSTALLATION, FINISHING, AND ALL REQUIRED TAXES, LESS APPLICABLE TRADE DISCOUNTS. COST TO INSTALL IS PART OF ALLOWANCE NUMBER.
   - MATERIALS AND INSTALL: COST OF PRODUCT TO CONTRACTOR DELIVERED AT THE SITE, INSTALLATION, FINISHING, AND ALL REQUIRED TAXES, LESS APPLICABLE TRADE DISCOUNTS. COST TO INSTALL IS PART OF ALLOWANCE NUMBER.
   - MATERIALS ONLY: COST OF PRODUCT TO CONTRACTOR DELIVERED AT THE SITE, ALL REQUIRED TAXES, LESS APPLICABLE TRADE DISCOUNTS; INSTALLATION COST SHALL BE INCLUDED IN THE BASE BID.
2. COSTS NOT INCLUDED IN ALLOWANCES: CONTRACTOR'S COST FOR UNLOADING, STORING AND HANDLING AT THE SITE, OVERHEAD, PROFIT, AND OTHER EXPENSES CONTEMPLATED FOR STATED ALLOWANCE AMOUNTS SHALL BE INCLUDED IN THE CONTRACT BASE BID SUM AND NOT IN THE ALLOWANCES.
3. FUNDS: DIFFERENCE IN COST WILL BE ADJUSTED BY CHANGE ORDER. CONTRACTOR TO COORDINATE ADJUSTMENT METHOD W/ OWNER PRIOR TO CONTRACT.
4. CASH ALLOWANCE LIST: CONTRACTOR TO PROVIDE ITEMIZED PRICE BREAKDOWN AT THE TIME OF BID FOR OWNER'S EVALUATION. IN WRITING, LIST PRICES IN SAME ORDER AND BY CATEGORY FOR OWNER'S REVIEW.

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PHONE: 904-261-8819 * www.gilletteassociates.com

FERNANDINA BEACH GOLF CLUB
DRIVING RANGE/TOPTRACER FACILITY
2800 Bill Melton Rd.
Fernandina Beach, Florida 32034

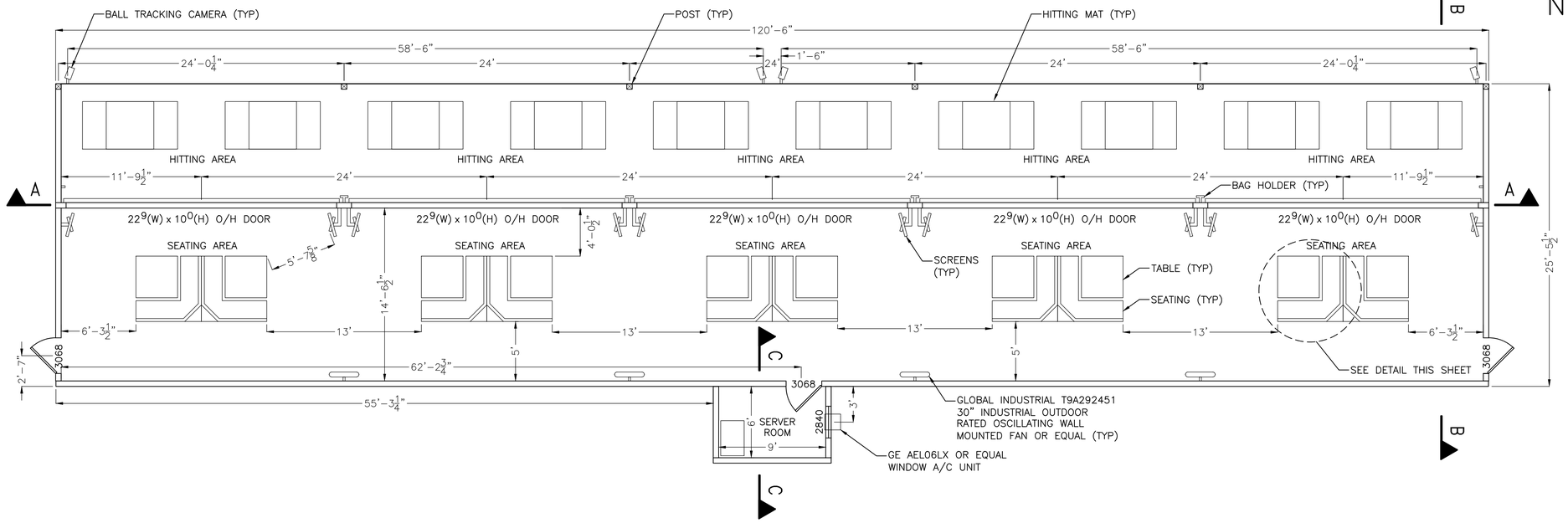
DATE: 08/13/20

ARCHITECTURAL GENERAL NOTES

North / Elev Key

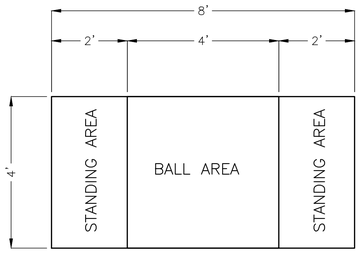
Sheet A-0

NOT FOR CONSTRUCTION



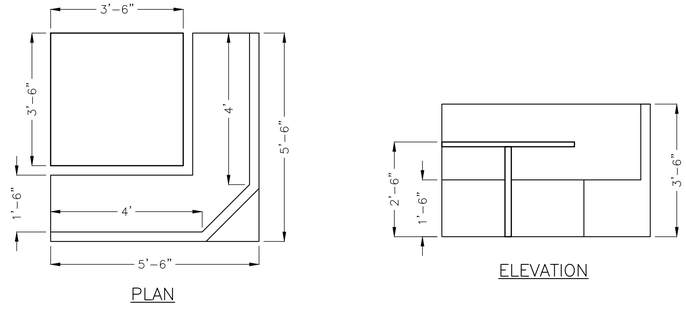
FLOOR PLAN

SCALE: 3/16" = 1'-0"



HITTING MAT DETAIL

SCALE: 1/2" = 1'-0"



FURNITURE DETAIL

SCALE: 1/2" = 1'-0"

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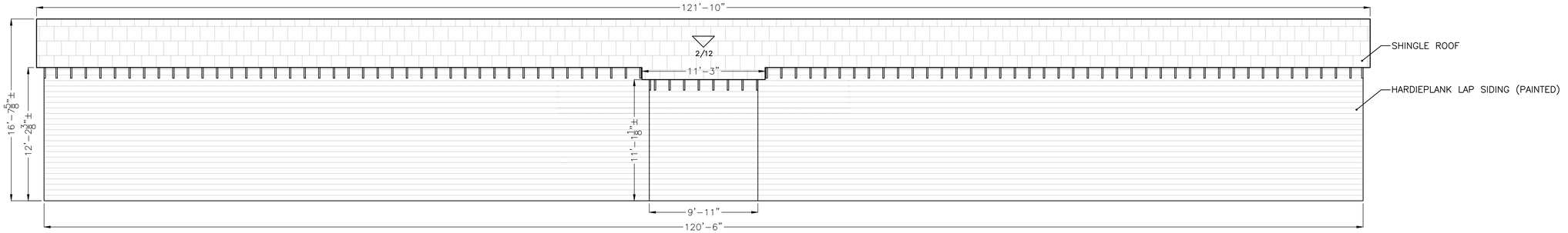
FLOOR PLAN

North / Elev Key: N W E S

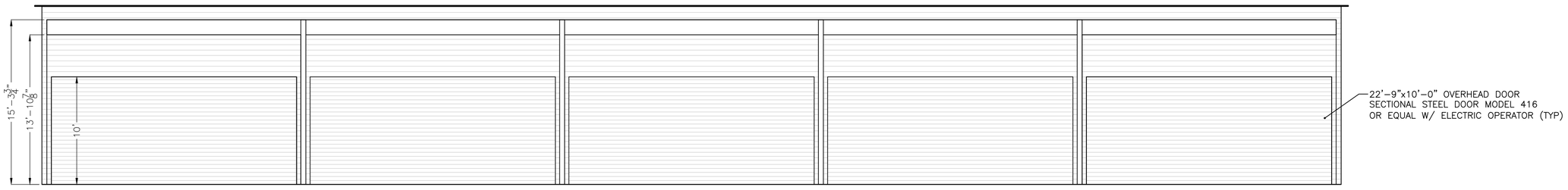
Sheet: A-1

NOT FOR CONSTRUCTION



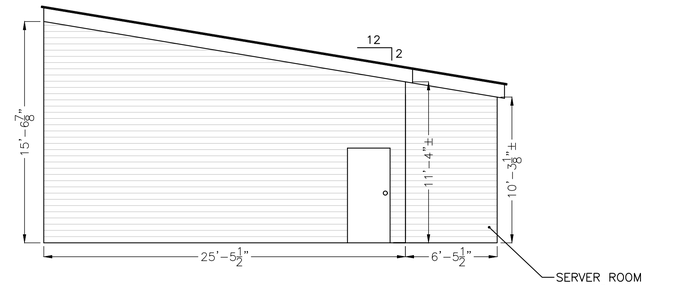
SOUTH ELEVATION

SCALE: 3/16" = 1'-0"



NORTH ELEVATION

SCALE: 3/16" = 1'-0"



WEST ELEVATION

SCALE: 3/16" = 1'-0"

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ELEVATIONS

North / Elev Key

Sheet A-2

STRUCTURAL GENERAL NOTES

GENERAL CODE NOTES

1. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND ELEVATIONS RELATED TO CONSTRUCTION BY MAKING FIELD MEASUREMENTS PRIOR TO COMMENCING WORK.
2. TEMPORARY SHORING AND BRACING FOR CONSTRUCTION IS THE RESPONSIBILITY OF THE CONTRACTOR.
3. ALL EXCAVATED MATERIAL AND CONSTRUCTION DEBRIS SHALL BE REMOVED FROM THE SITE AND DISPOSED OF BY THE CONTRACTOR.

CODE

1. FLORIDA BUILDING CODE 2017 (6TH EDITION).
2. ASCE 7-10
3. AMERICAN INSTITUTE OF TIMBER CONSTRUCTION (AITC)
4. NATIONAL ELECTRICAL CODE (NEC), 2012

DESIGN LOADS

1. ROOF LIVE LOAD---------- 25 PSF
2. ROOF DEAD LOAD---------- 20 PSF
3. CEILING DEAD LOAD---------- 5 PSF
4. ROOF WIND LOAD------- SEE TABLE THIS SHEET
5. FLOOR LIVE LOAD ---------- 40 PSF
6. FLOOR DEAD LOAD ---------- 20 PSF

DESIGN WIND LOADS

1. ULTIMATE WIND SPEED ---------- 128 MPH
2. NOMINAL WIND SPEED ---------- 101 MPH
3. RISK CATEGORY ---------- II
4. ENCLOSURE CLASSIFICATION ---------- ENCLOSED
5. WIND EXPOSURE FACTOR ---------- C

- PER ASCE 7-10, IMPACT RESISTANT GLAZING IS NOT REQUIRED

WOOD FRAMING NOTES

1. BLOCKING AT STUD WALLS -- PROVIDE ONE ROW OF 2X HORIZONTAL BLOCKING (SAME DEPTH AS STUD WALL) AT MID-HEIGHT OF ALL EXTERIOR AND INTERIOR BEARING WALLS 10'-0" OR LESS IN HEIGHT. FOR ALL WALLS GREATER THAN 10'-0", USE 2 ROWS OF BLOCKING. IN ADDITION, PROVIDE BLOCKING AT PLYWOOD JOINTS.
2. GENERAL BLOCKING -- PROVIDE ALL BLOCKING FOR DRYWALL APPLICATION, WALL ANCHORING OF CABINETS, TRIM, BASEBOARDS, SOFFITS, TRAY CEILINGS, WOOD PANELING, ETC., TO ACHIEVE QUALITY FINISH JOB AND TO PREVENT WAVING OF DRYWALL AT TRIM.
3. WOOD FURRING -- 1X4, LEVELED TO TOLERANCE OF 1/8" IN 10'X10'X0, (U.O.N.) ALL FURRING ON CONCRETE OR MASONRY TO BE PRESSURE TREATED.
4. ROOF SHEATHING -- 1/2" THICK RATED SHEATHING. DEFAULT NAIL PATTERN TO BE 10d RING SHANK NAILS N.T.E. 4" O.C. EDGE, 6" O.C. FIELD. STAPLES NOT ALLOWED. NAILHEADS SHALL NOT PENETRATE SURFACE OF PLYWOOD MORE THAN THICKNESS OF NAIL HEAD.
5. EXTERIOR WALL/INTERIOR SHEAR WALL SHEATHING --NAIL EDGES AT 4" O.C. AND AT 6" O.C. AT INTERMEDIATE STUDS. USE 10d COMMON NAILS. ALL NAILS SHALL BE STAINLESS STEEL; DO NOT USE STAPLES. NAILHEADS SHALL NOT PENETRATE SURFACE OF SHEATHING MORE THAN THICKNESS OF NAIL HEAD.
6. RAFTERS -- SEE ROOF FRAMING PLAN FOR ANCHORING OF RAFTERS TO WALLS OR BEAMS. ANCHOR ALL RAFTERS TO RIDGES, HIPS, AND VALLEYS WITH SIMPSON A35 FRAMING ANCHORS (U.O.N.)
7. BUILT-UP BEAMS/HEADERS -- BUILT-UP MEMBERS SHALL BE MADE OF MIN. 2X LUMBER FASTENED TOGETHER WITH TWO ROWS OF 20d NAILS SPACED NOT LESS THAN 32" O.C. LOCATE ONE ROW NEAR TOP EDGE AND ONE ROW NEAR THE BOTTOM EDGE WHERE APPLICABLE.
8. MINIMUM HEADER SIZES -- U.N.O., ALL EXTERIOR WALL HEADERS SHALL BE MIN. (2) 2x12'S, ALL INTERIOR WALL HEADERS SHALL BE MIN. (2) 2X12'S.
9. ALL LUMBER TO BE #2 GR. SYP. ALL LUMBER EXPOSED TO ELEMENTS OR IN CONTACT WITH CONCRETE TO BE PRESSURE TREATED.

LIGHT GAUGE FRAMING

1. LIGHT GAGE FRAMING ACCEPTABLE IN LIEU OF WOOD STUDS. ALL WORK SHALL CONFORM TO THE LATEST ADDITION OF THE AISI SPECIFICATION FOR THE DESIGN OF COLD ROLLED STEEL MEMBERS.
2. PRIOR TO FABRICATION OF FRAMING, THE CONTRACTOR SHALL FIELD VERIFY ALL WALL LAYOUT AND REQUIRED INFORMATION.
3. BRIDGING INSTALLATION: INSTALL SOLID BRIDGING AS REQUIRED.
4. STUDS SHALL BE PRODUCT OF DIETRICH INDUSTRIES OR EQUAL.
5. METAL WALL STUD SHEETS SHALL COMPLY WITH ASTM A1003 / A1003M
6. INTERIOR, NON-STRUCTURAL, METAL WALL STUDS SHALL CONFORM TO ASTM C645-08a, "STANDARD SPECIFICATIONS FOR NONSTRUCTURAL STEEL FRAMING MEMBERS."
7. INTERIOR, NON-STRUCTURAL, METAL WALL STUDS SHALL CONFORM TO ASTM C754-08, "STANDARD SPECIFICATION FOR INSTALLATION OF STEEL FRAMING MEMBERS".
8. MASONRY FURRING, IF REQUIRED, TO RECEIVE SINGLE LEG (Z-FURRING) OR DOUBLE LEG (HALF CHANNEL) GALV. STEEL STUD, 18 MIL THICK (25ga). INTERIOR WALL STUDS TO RECEIVE DOUBLE LEG CHANNELS 30 MIL. (20 ga.) GALV. STEEL STUDS.

ANCHORING:

1. NEW STRUCTURE SHALL BE ANCHORED TO CONCRETE SLAB AS SHOWN ON PLANS WITH 1/2"ø THREADED ROD ANCHORS WITH MIN. 4" EMBED WITH 3 X 3 X 1/4" PLATE AND NUT
2. EPOXY ADHESIVE FOR FASTENING BOLTS, REBAR, OR DOWELS IN CONCRETE SHALL BE EITHER SIMPSON "AT" OR HILTI HY 150.

HARDWARE:

1. ALL HARDWARE (NAILS, BOLTS, NUTS, ETC.) TO BE STAINLESS STEEL.

FOUNDATIONS

1. PLACE GRANULAR FILL IN 8" LAYERS AND COMPACT TO A MINIMUM OF 95% OF THE MAXIMUM MODIFIED PROCTOR DRY DENSITY AS DETERMINED BY ASTM D-1557.
2. DEWATER AS REQUIRED, SUCH THAT THE EXCAVATIONS ARE DRY AT THE TIME OF CONCRETE PLACEMENT.
3. THE ENGINEER SHALL APPROVE THE FILL MATERIAL.
4. REMOVE ALL TURF AND ORGANIC MATERIALS FROM UNDER THE PROPOSED FOUNDATION AND FLOOR AREA.

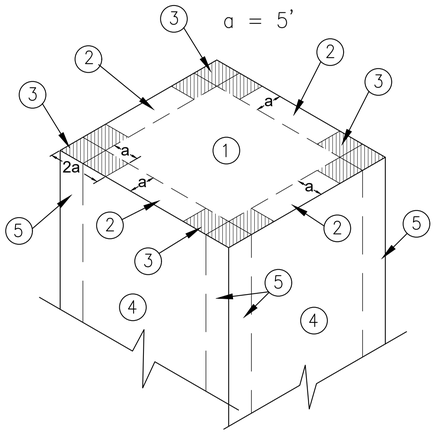
FULLY ENCLOSED STRUCTURE
DIFFERENTIAL PRESSURE (DP) FORCES FOR WIND LOAD
FERNANDINA BEACH GOLD CLUB TOPTRACER FACILITY – FERNANDINA BEACH, FLORIDA

MAIN WIND FORCE RESISTING SYSTEM (MWFRS), V=128, EXP=C, RISK CAT. II, FULLY ENCLOSED					
ITEM	AREA	HEIGHT	L/B	ROOF ANGLE	PRESSURE FORCE
MWFRS	ROOF	16'±	N/A	10°	+22.2 / -45.3 PSF (MAX)
	WALL	14'-11"	6.53	N/A	+42.2 / -39.8 PSF

COMPONENT AND CLADDING WIND PRESSURES
ULTIMATE WIND VELOCITY: V_{ULT}= 128 MPH EXP. CAT. "C" RISK CAT. II FULLY ENCLOSED
NOMINAL WIND VELOCITY: V_{NOM}= 101 MPH EXP. CAT. "C" RISK CAT. II FULLY ENCLOSED

LOCATION	ZONE	ROOF ANGLE	A eff.	P1 (PSF)	P2 (PSF)
ROOF	1	ø = 10°	10 S.F.	+17.5	-27.7
			20 S.F.	+16.3	-25.8
ROOF	2	ø = 10°	10 S.F.	+17.5	-48.2
			20 S.F.	+16.3	-44.8
ROOF	3	ø = 10°	10 S.F.	+17.5	-71.3
			20 S.F.	+16.3	-66.3
WALLS	4	N/A	10 S.F.	+30.2	-32.8
			20 S.F.	+28.1	-30.5
			50+ S.F.	+26.6	-28.9
WALLS	5	N/A	10 S.F.	+27.7	-50.0
			20 S.F.	+25.8	-47.2
			50+ S.F.	+24.4	-44.7

- C&C WIND PRESSURE FORCES LISTED ARE BASED ON NOMINAL WIND SPEEDS. REDUCTION ALLOWED PER PER SECTION 1609.3, FLORIDA BUILDING CODE 2017 (6TH EDITION). P_{NOM} = (0.6)(P_{ULT})
- MWFRS PRESSURE FORCES DERIVED FROM ASCE 7-16 CHAPTER 27 (27.5), PART 2, SIMPLIFIED METHOD (BUILDING CLASS 1) AND VALUES SHOWN ARE BASED ON ULTIMATE WIND SPEED (LFRD)
- C&C PRESSURE FORCES DERIVED FROM CHAPTER 30 (30.7), PART 4, LOW RISE (SIMPLIFIED)
- ZONE 5 IS DEFINED AS 5-FT FROM EACH EXTERIOR WALL CORNER
- ZONE 4 IS DEFINED AS ALL OTHER EXTERIOR WALL AREA
- IMPACT RESISTANT GLAZING IS NOT REQUIRED PER ASCE 7-16 AND F.B.C. 2017



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REGISTERED DESIGN PROFESSIONAL
ASA R. GILLETTE, P.E.
FLORIDA P.E. NO. 56177

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20 S. 4th STREET * FERNANDINA BEACH, FL 32034
PHONE: 904-261-8819 * www.gilletteassociates.com

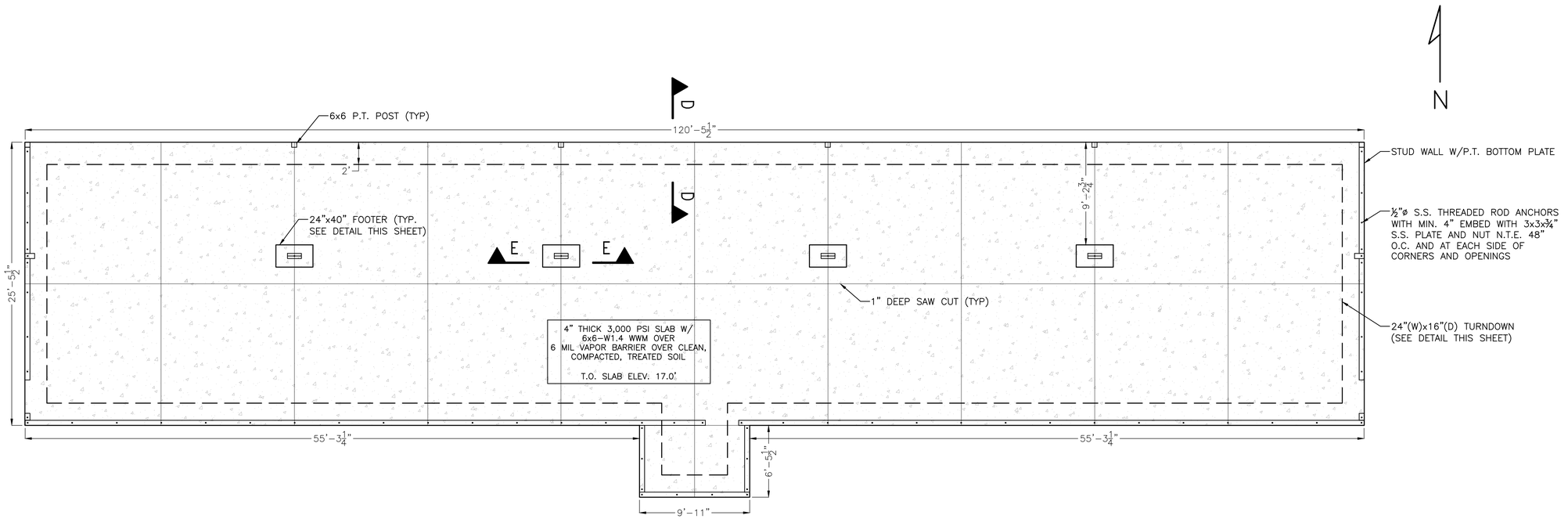
FERNANDINA BEACH GOLF CLUB
DRIVING RANGE/TOPTRACER FACILITY
2800 Bill Melton Rd.
Fernandina Beach, Florida 32034

DATE: 08/13/20

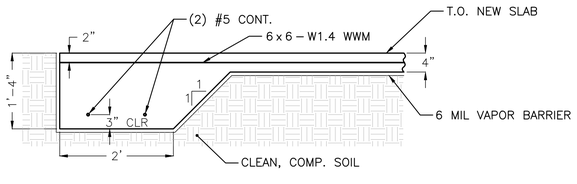
STRUCTURAL GENERAL NOTES

North / Elev Key | Sheet S-0

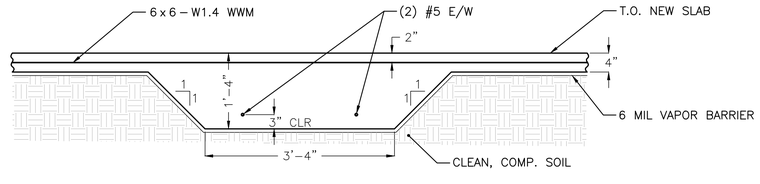
NOT FOR CONSTRUCTION



FOUNDATION PLAN
SCALE: 3/16" = 1'-0"



SECTION D-D
SCALE: ¾" = 1'-0"



SECTION E-E
SCALE: ¾" = 1'-0"

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FOUNDATION PLAN

North / Elev Key

Sheet S-1

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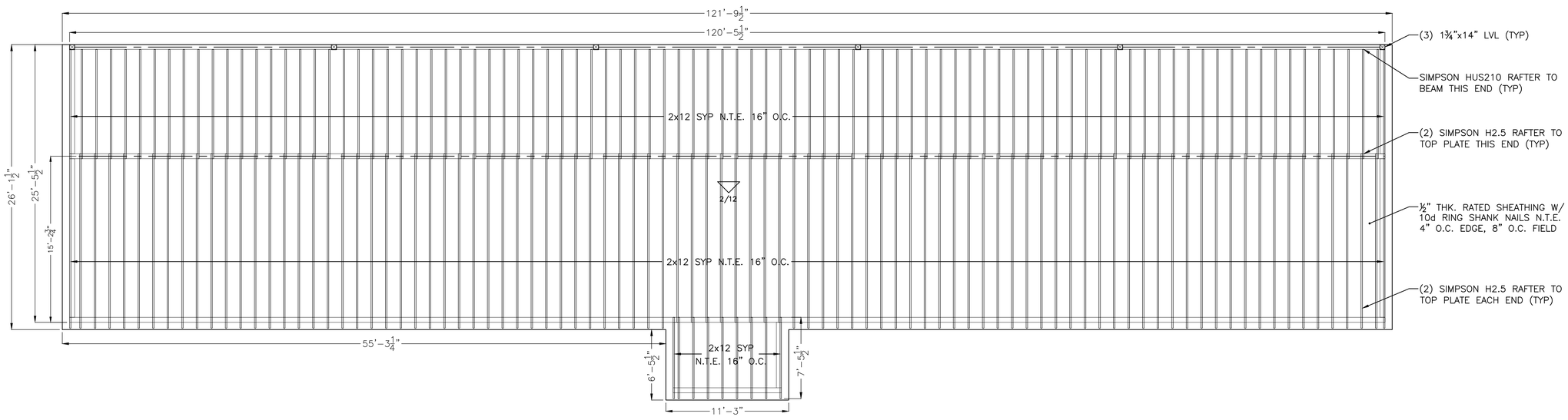

ROOF FRAMING PLAN

SCALE: 3/16" = 1'-0"

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ROOF FRAMING PLAN

North / Elev Key

Sheet S-2

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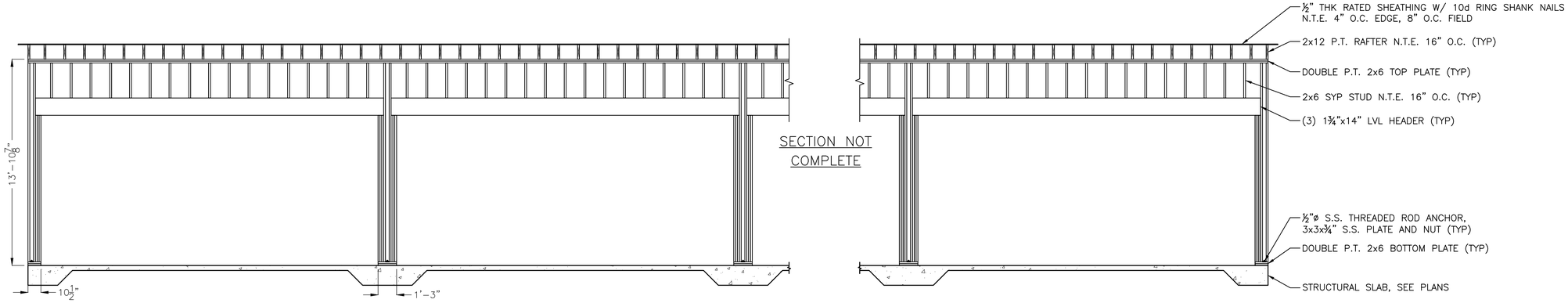
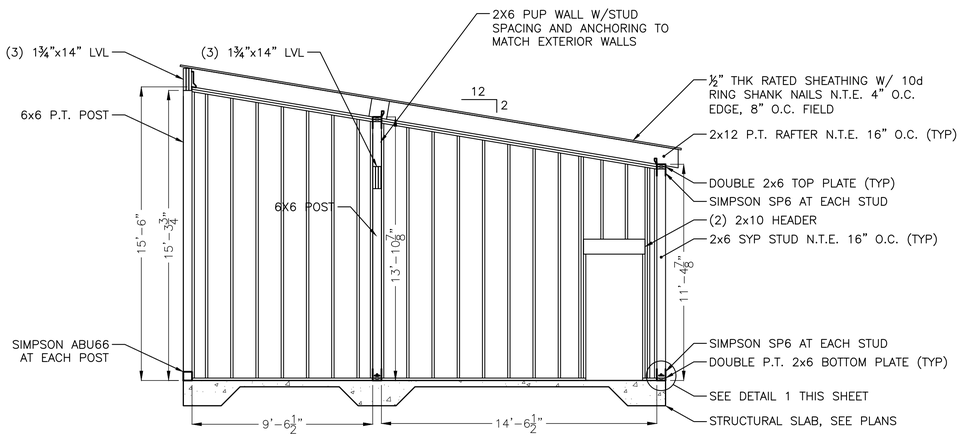


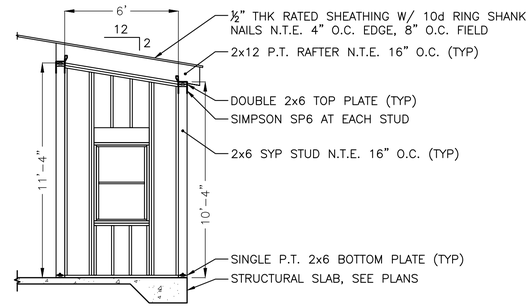
SECTION A–A

SCALE: ¼" = 1'–0"



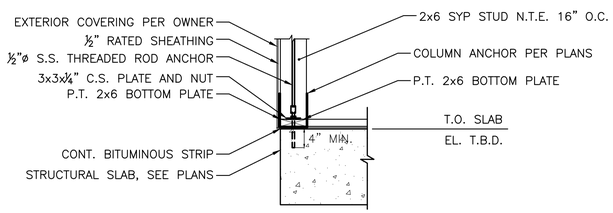
SECTION B–B

SCALE: ¼" = 1'–0"



SECTION C–C

SCALE: ¼" = 1'–0"



DETAIL 1

FOUNDATION ANCHOR SECTION

SCALE: ¾" = 1'–0"

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SECTIONS

North / Elev Key

Sheet S–3

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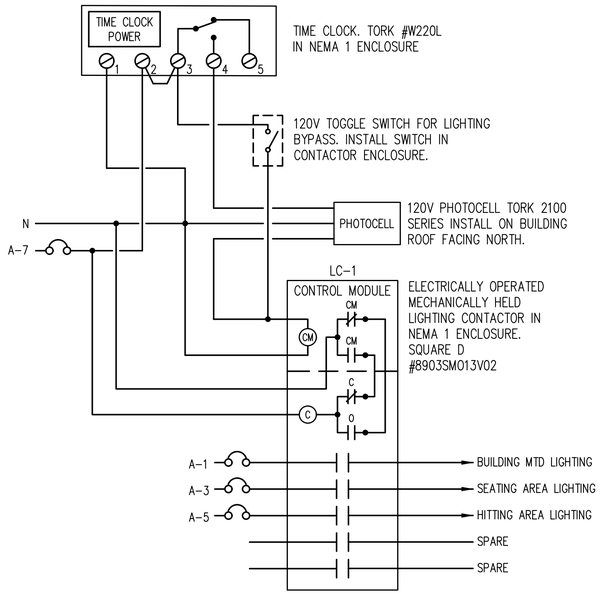


1 / E-1 TYPICAL LIGHTING CONTROL DIAGRAM

NO SCALE

LIGHTING FIXTURE SCHEDULE

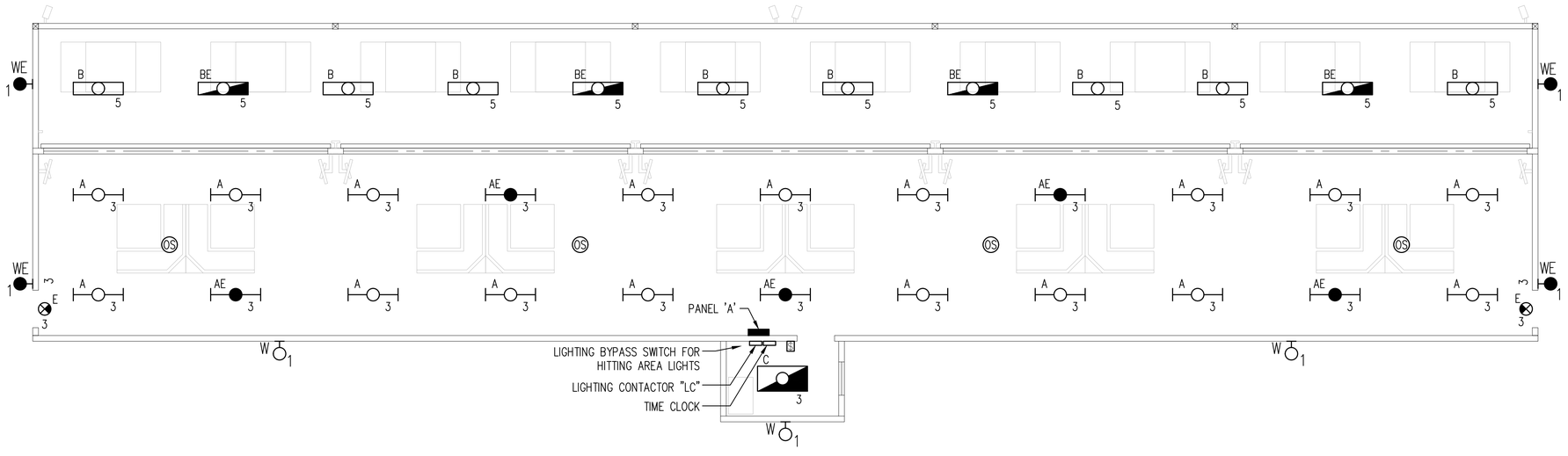
TYPE	DESCRIPTION	MANUFACTURER	CATALOG NUMBER	LAMPS QTY	LAMPS TYPE	WATTAGE	MOUNTING	VOLTAGE	NOTES
A	4' LONG LED DIRECT/INDIRECT PENDANT	CORELITE	J2-WL-40L835-1D-UNV-STD-DC-W-AC48-JB-4	1	LED	32.6	SUSPENDED	120	3
		–	–						
		–	–						
AE	4' LONG LED DIRECT/INDIRECT PENDANT WITH EMERGENCY BATTERY PACK	CORELITE	J2-WL-40L835-1D-UNV-STD-ILB12-DC-W-AC48-JB-4	1	LED	32.6	SUSPENDED	120	3
		–	–						
		–	–						
B	4' LONG LED VAPORTITE INDUSTRIAL	METALUX	4VT3-LD5-8-WPC-UNV-L835-CD1-SSLTP-U-VT3-SS-SBK	1	LED	70	SURFACE	120	–
		–	–						
		–	–						
BE	4' LONG LED VAPORTITE INDUSTRIAL WITH EMERGENCY BATTERY PACK	METALUX	4VT3-LD5-8-WPC-UNV-L835-CD1-SSLTP-U-VT3-SS-SBK	1	LED	70	SURFACE	120	–
		–	–						
		–	–						
C	2'x4' LED PANEL	METALUX	24FP6435C-EL14W	1	LED	60.3	SURFACE	120	–
		–	–						
		–	–						
E1	SINGLE FACE LED EXIT SIGN	SURE-LITES	APX7R	1	LED	1	UNIVERSAL	120	–
		–	–						
		–	–						
W	LED WALLPACK	MCGRAW-EDISON	ISW-AF-600-LED-E1-T4FT	1	LED	33.7	WALL	120	4
		–	–						
		–	–						
WE	LED WALLPACK WITH EMERGENCY BATTERY PACK	MCGRAW-EDISON	ISW-AF-600-LED-E1-T4FT-CBP	1	LED	33.7	WALL	120	4
		–	–						
		–	–						

GENERAL LIGHTING NOTES

1. LED COLOR SHALL BE 3500° K.
2. LED CRI SHALL BE 80 OR GREATER.
3. SUSPEND TO 9'-0" AFF.
4. MOUNT AT 10' AFG.

LIGHTING SYMBOL LEGEND

- S_a SINGLE POLE SWITCH (SUBSCRIPT INDICATES ITEM CONTROLLED)
- S_3 THREE-WAY SWITCH
- LED PENDANT MOUNTED FIXTURE (SHADING IN FIXTURE DENOTES EMERGENCY BATTERY PACK)
- 4' LONG LED SURFACE MOUNTED FIXTURE (SHADING IN FIXTURE DENOTES EMERGENCY BATTERY PACK)
- 2'x4' LED SURFACE MOUNTED FIXTURE
- EXIT LIGHT FIXTURE. DIRECTION ARROWS AS SHOWN (SHADED QUADRANT INDICATES FACE(S) OF FIXTURE)
- WALL MOUNTED DUAL TECHNOLOGY OCCUPANCY SENSOR SWITCH.
- (OS) LINE VOLTAGE OCCUPANCY SENSOR.



1 / E-1 FLOOR PLAN - LIGHTING

SCALE: 3/16" = 1'-0"

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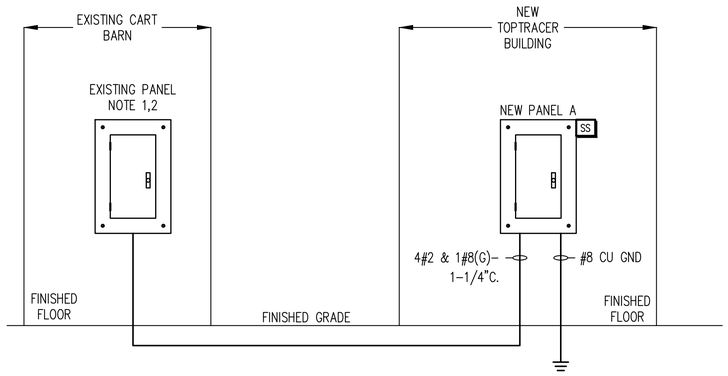
FLOOR PLAN - LIGHTING

North / Elev Key

Sheet E-1

NOT FOR CONSTRUCTION



1 / E–2 **PARTIAL POWER RISER DIAGRAM**

NO SCALE

1. VERIFY EXACT LOCATION OF PANEL WITH THE OWNER.
2. FURNISH AND INSTALL A NEW 100A, 3 POLE BREAKER IN EXISTING SPACE. AIC RATING OF NEW BREAKER SHALL MATCH THAT OF THE LOWEST AIC RATING IN THE PANEL.

NEMA 1 ENCLOSURE

PANELBOARD "A"

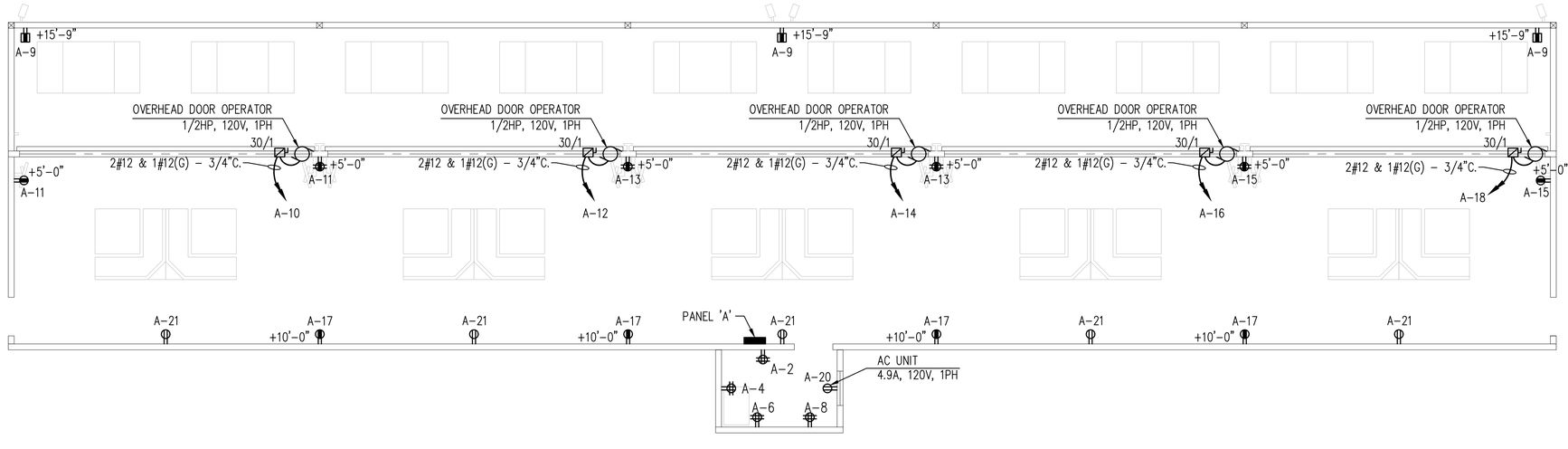
MTG.: SURFACE VOLTAGE: 120/208 PHASE: 3 WIRE: 4 LOCATION:
MAINS: 100A MLO: --- MCB: 100A AIC: 10,000 FED FROM:

CKT	POLE	TRIP	NOTE	KVA	LOAD DESCRIPTION	CKT	POLE	TRIP	NOTE	KVA	LOAD DESCRIPTION
1	1	20	–	0.24	EXTERIOR LIGHTING	2	1	20	–	0.36	REC – I.T. ROOM
3	1	20	–	0.72	SEATING AREA LIGHTING	4	1	20	–	0.36	REC – I.T. ROOM
5	1	20	–	0.84	HITTING AREA LIGHTING	6	1	20	–	0.36	REC – I.T. ROOM
7	1	20	–	0.50	TIME CLOCK	8	1	20	–	0.36	REC – I.T. ROOM
9	1	20	–	0.54	REC – HITTING AREA	10	1	20	–	1.18	DOOR OPERATOR (1/2HP)
11	1	20	–	0.54	SITTING AREA MONITORS	12	1	20	–	1.18	DOOR OPERATOR (1/2HP)
13	1	20	–	0.72	SITTING AREA MONITORS	14	1	20	–	1.18	DOOR OPERATOR (1/2HP)
15	1	20	–	0.54	SITTING AREA MONITORS	16	1	20	–	1.18	DOOR OPERATOR (1/2HP)
17	1	20	–	0.54	REC – SITTING AREA	18	1	20	–	1.18	DOOR OPERATOR (1/2HP)
19	1	20	–	0.36	REC – SITTING AREA	20	1	20	–	0.59	AC UNIT
21	1	20	–	0.72	REC – SITTING AREA	22	–	–	–	–	--------
23	1	20	–	–	SPARE	24	–	–	–	–	--------
25	1	20	–	–	SPARE	26	–	–	–	–	--------
27	1	20	–	–	SPARE	28	–	–	–	–	--------
29	1	20	–	–	SPARE	30	–	–	–	–	--------
31	1	20	–	–	SPARE	32	–	–	–	–	--------
33	1	20	–	–	SPARE	34	–	–	–	–	--------
35	–	–	–	–	--------	36	–	–	–	–	--------
37	–	–	–	–	--------	38	–	–	–	–	--------
39	–	–	–	–	--------	40	–	–	–	–	--------
41	–	–	–	–	--------	42	–	–	–	–	--------

TOTAL KVA = 14.19 TOTAL AMPS = 39.4

POWER SYMBOL LEGEND

- DUPLEX RECEPTACLE
- DUPLEX RECEPTACLE MOUNTED ABOVE COUNTER
- GFI RECEPTACLE. WP DENOTES WEATHERPROOF COVER.
- GFI RECEPTACLE MOUNTED ABOVE COUNTER AT 42" AFF
- TWO DUPLEX RECEPTACLES WITH COMMON COVER
- TWO DUPLEX RECEPTACLES WITH COMMON COVER MOUNTED ABOVE COUNTER
- MOTOR CONNECTION.
- 30AR NF 3R — NON–FUSED DISCONNECT NF DENOTES NON–FUSED AR DENOTES AMP RATING OF SWITCH ENCLOSURE NEMA RATING.
- BRANCH CIRCUIT CONDUIT CONCEALED ABOVE CEILING OR IN WALL. CONDUIT SHALL INCLUDE PHASE, NEUTRAL AND GROUND CONDUCTORS AS REQUIRED FOR CIRCUITS (UNLESS OTHERWISE NOTED).
- BRANCH CIRCUIT CONDUIT CONCEALED IN SLAB, UNDERGROUND OR UNDER FLOOR.
- GROUND OR GROUND ROD AS NOTED
- BRANCH CIRCUIT PANELBOARD, UNDER 250 VOLTS, SURFACE MOUNTED
- SS — SURGE SUPPRESSOR



1 / E–2 **FLOOR PLAN - POWER**

SCALE: 3/16" = 1'–0"

1. COORDINATE WITH OVERHEAD DOOR INSTALLER TO PROVIDE A COMPLETE OPERATIONAL INSTALLATION.
2. COORDINATE WITH TOPTRACER SYSTEM INSTALLER TO PROVIDE A COMPLETE OPERATIONAL INSTALLATION.
3. VERIFY MOUNTING HEIGHTS OF OUTLETS BEFORE ROUGH–IN.

NOTE: SOME DETAILS IN THESE DRAWINGS ARE TO BE CONSIDERED TYPICAL AND MAY NOT BE CALLED OUT ON PLANS. CONTRACTOR SHALL BECOME FAMILIAR WITH AND FOLLOW ALL DETAILS DURING CONSTRUCTION IN ALL TYPICAL AREAS.

REGISTERED DESIGN PROFESSIONAL
ASA R. GILLETTE, P.E.
FLORIDA P.E. NO. 56177

REV	DATE	ITEM
A	08/13/20	ISSUE FOR PRICING

GILLETTE & ASSOCIATES, INC.
CIVIL, ENVIRONMENTAL, MECHANICAL, & STRUCTURAL ENGINEERING
CERTIFICATE OF AUTHORIZATION NO. 9332
ASA R. GILLETTE, P.E. * FL. PE NO. 56177
20 S. 4th STREET * FERNANDINA BEACH, FL 32034
PHONE: 904–261–8819 * www.gilletteassociates.com

FERNANDINA BEACH GOLF CLUB
DRIVING RANGE/TOPTRACER FACILITY
2800 Bill Melton Rd.
Fernandina Beach, Florida 32034

DATE: 08/13/20

FLOOR PLAN – POWER

North / Elev Key | Sheet: E–2

PART 1 – GENERAL

CODES, PERMITS AND INSPECTIONS:

THE INSTALLATION SHALL COMPLY WITH ALL LOCAL LAWS AND ORDINANCES APPLICABLE TO ELECTRICAL INSTALLATIONS AND WITH THE REGULATION OF THE NFPA WHERE SUCH REGULATIONS DO NOT CONFLICT WITH THOSE LAWS. OBTAIN ALL PERMITS REQUIRED.

MANUFACTURERS' DRAWINGS AND DATA:

SUBMIT TO THE ENGINEER FOR APPROVAL FIVE (5) COPIES OF A COMPLETE LIST OF ALL ELECTRICAL MATERIALS WHICH ARE PROPOSED TO BE FURNISHED FOR THIS PROJECT. AS A MINIMUM THE SUBMITTAL SHALL INCLUDE PANELBOARDS, A.I.C. OF BREAKERS INSTALLED, AND LIGHT FIXTURES.

STANDARD OF MATERIALS AND WORKMANSHIP:

ALL MATERIALS, EQUIPMENT AND APPARATUS COVERED BY THIS SPECIFICATION SHALL BE NEW, OF CURRENT MANUFACTURE AND SHALL BEAR THE SEAL OF APPROVAL OF THE UNDERWRITERS' LABORATORIES. ALL WORK SHALL ME EXECUTED IN A WORKMANLIKE MANNER AND SHALL PRESENT A NEAT AND MECHANICAL APPEARANCE WHEN COMPLETED.

STORAGE OF MATERIALS:

THE CONTRACTOR SHALL PROVIDE SUITABLE STORAGE FACILITIES FOR ALL MATERIAL FURNISHED BY HIM UNDER THIS CONTRACT. ALL ITEMS TO BE INSTALLED MUST BE FREE OF RUST AND DIRT.

LIGHTING AND APPLIANCE PANELS:

INTERRUPTING RATINGS SHALL BE COORDINATED WITH THE AVAILABLE SHORT CIRCUIT CURRENT. BRANCH CIRCUIT PROTECTION DEVICES SHALL BE MOLDED CASE CIRCUIT BREAKERS BOLT–ON TYPE. HARDWARE SHALL CONSIST OF COMBINATION LATCH AND LOCK, ALL KEYED THE SAME. PANEL ENCLOSURES SHALL BE FURNISHED WITHOUT KNOCKOUTS. ALL KNOCKOUTS TO BE FIELD CUT. TYPED DIRECTORY CARDS SHALL BE FURNISHED IN EACH PANEL. ALL PANELS SHALL BE PROVIDED WITH AN EQUIPMENT GROUNDING BUS SIMILAR TO, BUT ISOLATED FROM THE SOLID–NEUTRAL BUS.
PANELS SHALL BE CAREFULLY ALIGNED AND RIGIDLY SECURED IN PLACE WITH THE TOP OF THE CABINETS LOCATED 78 INCHES ABOVE THE FINISHED FLOOR. EACH PANEL SHALL BE FURNISHED WITH AN IDENTIFICATION PLATE AS SPECIFIED IN THE "EQUIPMENT IDENTIFICATION" SECTION OF THE SPECIFICATION.

LIGHTING AND APPLIANCE PANELS SHALL BE FURNISHED AND INSTALLED WHERE SHOWN ON THE DRAWINGS. THE PANELS SHALL BE OF THE DEAD FRONT TYPE AND SHALL BE OF THEY TYPE AND SIZE AS INDICATED ON THE DRAWINGS. THE NUMBER AND RATE OF BRANCH CIRCUIT BREAKERS SHALL BE AS SHOWN ON THE DRAWINGS. INTERRUPTING RATINGS SHALL BE COORDINATED WITH THE AVAILABLE SHORT CIRCUIT CURRENT. BRANCH CIRCUIT PROTECTION DEVICES SHALL BE MOLDED CASE CIRCUIT BREAKERS BOLT–ON TYPE. MULTI–POLE BREAKERS SHALL BE DESIGNATED SUCH THAT AN OVERLOAD IN ANY PHASE WILL TRIP ALL POLES SIMULTANEOUSLY. THE PANEL ENCLOSURES SHALL BE GALVANIZED, MADE OF CODE THICKNESS SHEET STEEL WITH TRIM AND DOOR. HARDWARE SHALL CONSIST OF COMBINATION LATH AND LOCK, ALL KEYED THE SAME. A PLASTIC COVERED DIRECTORY CARD AND METAL HOLDER SHALL BE PROVIDED ON THE INSIDE OF THE DOOR. ALL CIRCUITS SHALL BE VISIBLE ON THE DIRECTORY WITHOUT HAVING TO REMOVE AND TURN THE CARD OVER. THE RIM, DOOR AND EXPOSED INTERIOR SHALL BE FINISHED WITH FACTORY PRIME AND SMOOTH FINISH COAT OF GREY ENAMEL. CABINETS SHALL BE OF SUFFICIENT SIZE TO ALLOW A GUTTER OF AT LEAST FOUR (4) INCHES ON ALL SIDES. THE PANEL ENCLOSURES SHALL BE A MINIMUM OF TWENTY (20) INCHES WIDE. PANEL ENCLOSURES SHALL BE FURNISHED WITHOUT KNOCKOUTS. ALL KNOCKOUTS TO BE FIELD CUT. TYPED DIRECTORY CARDS SHALL BE FURNISHED IN EACH PANEL. WHERE CONNECTED CIRCUIT NUMBERS DIFFER FROM CIRCUIT NUMBERS INDICATED ON THE PLANS, PLACE THE CIRCUIT NUMBER SHOWN ON THE PLAN IN PARENTHESES BESIDE THE CONNECTED CIRCUIT NUMBER. BUSSING SHALL BE 98% CONDUCTIVITY, COPPER, SILVER PLATED AT JOINTS OR EQUIVALENT 55% CONDUCTIVITY PLATED ALUMINUM BUS. FULL CAPACITY INSULATED NEUTRAL WITH 59% CAPACITY GROUND.
PERMANENTLY ATTACH CIRCUIT NUMBERS TO PANEL.
PANELS SHALL BE CAREFULLY ALIGNED AND RIGIDLY SECURED IN PLACE WITH THE TOP OF THE CABINETS LOCATED 78 INCHES ABOVE THE FINISHED FLOOR.

EACH PANEL SHALL BE FURNISHED WITH AN IDENTIFICATION PLATE AS SPECIFIED IN THE "EQUIPMENT IDENTIFICATION" SECTION OF THIS SPECIFICATION.
INTERRUPTING RATINGS SHALL BE COORDINATED WITH THE AVAILABLE SHORT CIRCUIT CURRENT.
THE LIGHTING AND APPLIANCE PANELS SHALL BE AS MANUFACTURED BY GENERAL ELECTRIC, SQUARE D, OR EATON.

GROUNDING:

NON–METALLIC CONDUITS OR DUCTS SHALL CONTAIN GROUNDING CONDUCTOR UNLESS OTHERWISE SPECIFIED.
INSULATED GROUNDING BUSHINGS SHALL BE REQUIRED FOR ALL RACEWAYS ENTERING SERVICE ENTRANCE PANELS, DISTRIBUTION PANELS, ALL RACEWAYS WITH #4 OR LARGER CONDUCTORS AND ANY RACEWAY ENTERING A CONCENTRIC KNOCK–OUT.

EQUIPMENT GROUNDING:

IN GENERAL A GROUND WIRE SHALL BE INSTALLED IN EVERY CONDUIT. THE CONDUIT INSTALLATION ITSELF SHALL SERVE AS AN ADDITIONAL GROUNDING MEANS. WHERE CONDUITS TERMINATE WITH OUT MECHANICAL CONNECTION (I.E., LOCKNUTS AND BRUSHINGS) TO PANELBOARDS, AND FOR ALL TERMINATIONS OF CONDUIT WITH #4 OR LARGER; AND FOR ALL SIZES OF METALLIC CONDUIT (RIGID OR FLEXIBLE) TERMINATING IN CONCENTRIC KNOCKOUTS, THE FOLLOWING PROCEDURE SHALL BE FOLLOWED: EACH CONDUIT SHALL BE PROVIDED WITH AN INSULATING GROUND BUSHING AND EACH BUSHING CONNECTED WITH A BARE COPPER CONDUCTOR TO THE GROUND BUS IN THE ELECTRICAL EQUIPMENT. THE GROUND CONDUCTOR SHALL BE IN ACCORDANCE WITH THE ARTICLE ON GROUNDING OF NEC.

RACEWAY INSTALLATION – CONDITIONS:

CONDUIT RACEWAYS SHALL BE INSTALLED AS INDICATED HEREIN. WHERE MORE THAN ONE TYPE OF RACEWAY IS LISTED UNDER ONE CONDITION, THE CONTRACTOR MAY EXERCISE HIS OPTION OF THE RACEWAY USED. CONDITIONS OF RACEWAY INSTALLATION ARE AS FOLLOWS:
EXPOSED RACEWAYS BELOW 8'–0" FROM FINISH FLOOR AND IN AREAS SUBJECT TO MOISTURE: RIGID GALVANIZED STEEL CONDUIT.
RACEWAYS CONCEALED IN GROUND OUTSIDE BUILDING: SCHEDULE 40 PVC. RIGID STEEL CONDUITS INSTALLED BELOW SLAB–ON–GRADE OR IN THE EARTH SHALL HAVE A FACTORY–APPLIED PVC COATING, TWO COATS OF A COAL–TAR SYSTEM, OR SHALL BE FIELD–WRAPPED WITH 0.0010 INCH THICK PIPE–WRAPPING PLASTIC TAPE APPLIED WITH A 50–PERCENT OVERLAY.
FINAL RACEWAY CONNECTION TO RECESSED FIXTURES IN ACCESSIBLE LOCATIONS: FLEXIBLE STEEL CONDUIT MAXIMUM OF 6'–0" LONG.
FINAL RACEWAY CONNECTION TO PUMPS, MOTORS, TRANSFORMERS, ETC.: LIQUID–TIGHT FLEXIBLE STEEL CONDUIT MAXIMUM OF 4'–0" LONG.
RACEWAYS THAT EXTEND THROUGH THE SLAB OR ABOVE FINISH GRADE: 90° ELBOWS, NIPPLES AND COUPLINGS OF RIGID GALVANIZED STEEL OR IMC SHALL BE USED WHERE ANY RACEWAY EXTENDS THROUGH THE SLAB OR ABOVE FINISHED SLAB INSIDE THE BUILDING OR WITHIN 1 ½' OF FINISHED GRADE OUTSIDE THE BUILDING.

CONDUIT AND FITTINGS:

FITTINGS FOR ELECTRICAL METALLIC TUBING SHALL BE STEEL SET SCREW OR COMPRESSION TYPE. DIE CAST FITTINGS OR CONNECTORS WILL NOT BE ACCEPTABLE. EMT CONNECTORS TO BE SIMILAR TO T&B "INSULINE" WITH COMPLETELY INSULATED THROATS. (FIELD APPLIED THROATS ARE NOT ACCEPTABLE). CONDUIT BRUSHINGS SHALL BE METALLIC WITH INSULATED THROATS. INSULATING GROUNDING TYPE BRUSHINGS SHALL BE PROVIDED WHERE REQUIRED UNDER "GROUNDING"

RACEWAY INSTALLATION:

IN GENERAL, THE CONDUIT INSTALLATION SHALL FOLLOW THE LAYOUT SHOWN ON THE PLANS. THIS LAYOUT IS, HOWEVER, DIAGRAMMATIC ONLY, AND WHERE CHANGES ARE NECESSARY DUE TO STRUCTURAL CONDITIONS, OTHER APPARATUS OR OTHER CAUSES, SUCH CHANGES SHALL BE MADE WITHOUT ADDITIONAL COST TO THE OWNER. IT IS RECOGNIZED THAT BRANCH CIRCUIT ROUTING SHOWN ON THE DRAWINGS MAY NOT ALWAYS BE THE MOST ECONOMICAL OR THE MOST FEASIBLE METHOD. ROUTING MAY BE CHANGED BY THE CONTRACTOR SUBJECT TO THE FOLLOWING PROVISIONS:
CONDUITS SHOWN ROUTED OVERHEAD MAY NOT BE INSTALLED IN OR BELOW SLABS OR IN WALLS.
NOT MORE THAN THREE CIRCUITS MAY BE INSTALLED IN ANY ONE CONDUIT UNLESS OTHERWISE INDICATED. CARE MUST BE TAKEN TO PROVIDE THE APPROPRIATE NUMBER OF NEUTRALS WHERE TWO OR THREE CIRCUITS ARE ON THE SAME PHASE.
ALL CONDUITS SHALL BE CONCEALED UNLESS OTHERWISE NOTED ON THE DRAWINGS.
EXPOSED CONDUIT WILL BE PERMITTED ONLY AS SHOWN ON THE DRAWINGS.
EXPOSED CONDUIT SHALL BE RUN PARALLEL WITH OR AT RIGHT ANGLES TO THE BUILDING WALLS.
ALL EMPTY CONDUITS SHALL BE PROVIDED WITH A PLASTIC OR NYLON FISH WIRE.
CONDUIT STUB–UPS AT PANELS, ETC. SHALL BE SECURED IN PLACE BY USE OF UNISTRUT AND CLAMPS.
CONDUIT AND TUBING SHALL BE KEPT AT LEAST TWELVE (12) INCHES FROM PARALLEL RUNS OF FLUES, STEAM PIPES OR HOT WATER LINES.
EXPOSED CONNECTIONS TO MOTORS AND EQUIPMENT FROM OVERHEAD CONDUITS SHALL CONSIST OF VERTICAL CONDUIT (MINIMUM SIZE 1") FROM TYPE "LL" OR: LR" UNILET TO FLOOR FLANGE. CONNECTIONS TO EQUIPMENT SHALL HE FLEXIBLE LIQUID–TIGHT FROM TYPE FDT BOXES LOCATED IN THE VERTICAL CONDUIT.
FLEXIBLE CONDUIT IN ALL AREAS SUBJECT TO MOISTURE SHALL BE LIQUID–TIGHT FLEXIBLE CONDUIT.
ALL ELECTRICAL CONNECTIONS TO VIBRATION ISOLATED EQUIPMENT SHALL BE MADE WITH FLEXIBLE CONDUIT.
ALL CONDUITS ENTERING THE BUILDING SHALL BE SUITABLY SEALED TO PREVENT THE ENTRANCE OF MOISTURE.
ANY WIRING IN A FINISHED AREA WHICH CANNOT BE CONCEALED IN CONDUIT SHALL HE INSTALLED IN A SURFACE METAL RACEWAY SYSTEM AS MANUFACTURED BY WIREMOLD OR EQUAL. UTILIZATION OF SURFACE METAL RACEWAY, IF NOT INDICATED AS SUCH ON THE PLANS, WILL BE ACCOMPLISHED ONLY WITH THE WRITTEN APPROVAL OF THE ARCHITECT.

WHERE FLEX CONDUIT IS USED FROM JUNCTION BOX TO LIGHT FIXTURE IT SHALL BE SUPPORTED SUCH THAT IT DOES NOT TOUCH CEILING TILES OR INTERFERE WITH THEIR PLACEMENT.
FLEXIBLE CONNECTIONS TO LIGHT FIXTURES SHALL BE AT LEAST 4 FEET BUT NOT MORE THAN 6 FEET IN LENGTH PER N.E.C. 410–67(C).
RACEWAYS CONCEALED IN GROUND OUTSIDE BUILDING SHALL BE A MINIMUM OF 2 FEET BELOW GRADE.

JUNCTION BOXES:

ALL JUNCTION BOXES AND PULL BOXES SHALL BE SIZED PER N.E.C. REQUIREMENTS AND BE OF THE PROPER NEMA CLASSIFICATION FOR THE LOCATIONS WHERE THEY ARE INSTALLED. WHERE BOXES OCCUR ABOVE OTHER THAN LIFT–OUT CEILINGS, ACCESS PANELS MUST BE PROVIDED.
OUTLET BOXES
SWITCH AND RECEPTACLE OUTLET BOXES SHALL BE FOUR INCH (4") SQUARE OR FOUR AND ELEVEN SIXTEENTHS INCH (4–11/16") A MINIMUM OF 1–1/2" DEEP WITH SWITCH RING AS REQUIRED OR GANG BOXES A MINIMUM OF 2" DEEP WHEN MORE THAN TWO DEVICES MOUNT UNDER A COMMON COVER.
WALL TELEPHONE OUTLETS SHALL BE FOUR INCH (4") SQUARE BOXES WITH STANDARD SWITCH COVERS AND TELEPHONE COVER PLATES.

LOCATION OF OUTLETS:

THE APPROXIMATE LOCATIONS OF THE OUTLETS, ETC. ARE SHOWN ON THE DRAWINGS. THE EXACT LOCATIONS SHALL BE DETERMINED AT THE BUILDING. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO NOTE THE LOCATIONS AND HEIGHTS OF CABINETS, ETC. BEFORE THE INSTALLATION OF OUTLETS.

CONDUCTORS:

ALL CONDUCTORS SHALL BE COPPER OF NOT LESS THAN NINETY–EIGHT PERCENT (98%) CONDUCTIVITY, WITH NE TYPE THHN/THWN, 600 VOLT INSULATION. CONDUCTORS NO.12 THROUGH NO. 10 MAY BE SOLID OR STRANDED, AND NO. 8 AND LARGER SHALL BE STRANDED. NO CONDUCTORS SMALLER THAN NO. 12 SHALL BE USED EXCEPT AS OTHERWISE NOTED. CONTROL CONDUCTORS SHALL BE NO. 14.
WIRING:
NEUTRAL WIRES SHALL BE PIGTAILED TO RECEPTACLES SO THAT A RECEPTACLE CAN BE REMOVED FOR REPLACEMENT WITHOUT THE NEUTRAL CONNECTION TO OTHER RECEPTACLES ON THE CIRCUIT BEING DISCONNECTED.
WHEN STRANDED WIRE IS USED FOR RECEPTACLE AND LIGHTING CIRCUIT CONNECTIONS TO THE DEVICES SHALL BE MADE USING VINYL INSULATED "STAKON" CONNECTOR TERMINALS.

CABLE AND WIRE SPLICES:

THE MATERIALS SHALL BE COMPATIBLE WITH THE CONDUCTORS, INSULATIONS AND PROTECTIVE JACKETS SO THE RESPECTIVE CABLES AND WIRES.
ALUMINUM AND ALUMINUM ALLOY FITTINGS WILL NOT BE ACCEPTED.
FOR CONDUCTOR SIZES NO. 6 AWG AND LARGER: SPLICES IN CONDUCTORS SHALL BE MADE WITH INDENTER, CRIMP CONNECTORS AND COMPRESSION TOOLS OR WITH BOLTED CLAMP TYPE CONNECTORS TO INSURE A SATISFACTORY MECHANICAL AND ELECTRICAL JOINT.

SAFETY SWITCHES:

SAFETY SWITCHES SHALL BE TYPE "HD" (HEAVY DUTY) UNLESS NOTED OTHERWISE, FUSED, OR NON–FUSIBLE AS INDICATED WITH NUMBER OF POLES AS SHOWN OR REQUIRED. SAFETY SWITCHES FOR EQUIPMENT MAY BE NON–FUSED ONLY IF EQUIPMENT IS UL TESTED WITH CIRCUIT BREAKER PROTECTION.
DISCONNECT SWITCHES SHALL BE PROVIDED FOR ALL MOTORS AND EQUIPMENT INDICATED OR REQUIRED BY THE NATIONAL ELECTRICAL CODE.

LIGHTING FIXTURES:

IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY CATALOG NUMBERS IN THE FIXTURE SCHEDULE TO ENSURE IT MATCHES THE DESCRIPTION GIVEN AND FOR PROPER CEILING MOUNTING, REQUIRED ACCESSORIES, ETC.
ALL OUTSIDE FIXTURES SHALL BE SEALED TO PREVENT THE ENTRY OF INSECTS IN TO THE LIGHT FIXTURE OR CONDUIT SYSTEM.

WALL SWITCHES:

ALL SWITCHES SHALL BE FLUSH ENCLOSED TYPE, SPECIFICATION GRADE, RATED AT 20 AMPERES, 120/277 VOLTS, ALTERNATING CURRENT ONLY, QUIET OPERATION, AND SHALL COMPLY WITH FEDERAL SPECIFICATION W–S–896F (SUBMIT PROOF OF COMPLIANCE). COLOR OF ALL DEVICES SHALL BE GRAY.
MOTOR SWITCHES WITH INHERENT THERMAL OVERLOAD PROTECTION SHALL BE SQUARE D, TYPE F FOR FLUSH OR SURFACE MOUNTING AS REQUIRED BY THE LOCATION OF THE UNIT. UNITS SHALL BE FURNISHED WITH PILOT LIGHTS AS INDICATED.

RECEPTACLES:

RECEPTACLES SHALL BE FURNISHED AND INSTALLED WHERE SHOWN O THE DRAWINGS AND SHALL CONFORM TO THE FOLLOWING REQUIREMENTS:
GROUNDING TYPE DUPLEX RECEPTACLE, RATED 20 AMPERES, 125 VOLT 2 WIRE, 3 POLE WITH GROUNDED SHUNT (YOKE PERMANENTLY GROUNDED TO THIRD CLIP), NEMA CONFIGURATION NO. 5–20R, AND CONFORMING TO FEDERAL SPECIFICATION W–C–596F (SUBMIT PROOF OF COMPLIANCE).
OTHER RECEPTACLES LISTED ON THE DRAWINGS SHALL BE SPECIFICATION GRADE RECEPTACLES. ALL RECEPTACLES SHALL BE GRAY IN COLOR.

DEVICE PLATES:

ALL PLATES FOR SWITCH, RECEPTACLES AND TELEPHONE OUTLETS LOCATED ON FINISHED WALLS SHALL BE 302 STAINLESS STEEL. ALL PLATES FOR OUTLETS LOCATED ON UNFINISHED WALLS OR ON CONDUIT TYPE FITTINGS SHALL BE ZINC COATED SHEET METAL WITH ROUNDED OR BEVELED EDGES.

IDENTIFICATION:

EQUIPMENT:

EQUIPMENT IDENTIFICATION SHALL BE MADE USING ENGRAVED LAMINATED PHENOLIC OR MICARTA PLATES (INDENTED TAPE LABELS WILL NOT BE PERMITTED). CHARACTERS SHALL BE WHITE ON A BLACK BACKGROUND AND ¼" HIGH MINIMUM. PLATES SHALL BE SECURED TO THE PANELS BY MEANS OF SCREWS OR METAL PRESSURE PINS. CEMENT, BY ITSELF, WILL NOT BE ACCEPTABLE. ALL NAMEPLATES SHALL BE MOUNTED ON THE OUTSIDE SURFACE OF THE PIECE OF EQUIPMENT.
INDIVIDUALLY ENCLOSED SAFETY SWITCHES, CIRCUIT BREAKERS AND MOTOR STARTERS, PULL BOXES, CONTROL CABINETS AND OTHER SUCH ITEMS SHALL BE IDENTIFIED INDICATING LOAD, ELECTRICAL CHARACTERISTICS, AND SOURCE. FOR EXAMPLE, A DISCONNECT SWITCH FOR A 1–1/2 HORSEPOWER, 240 VOLT 3 PHASE AIR HANDLING UNIT, NUMBER 8 FEED FROM PANEL "MDP", CIRCUIT NUMBER 2 SHALL BE LABELED AS FOLLOWS:
AHU–8
7–1/2 HP, 240V, 3
CIR: MDP–2
PANELBOARDS SHALL BE IDENTIFIED INDICATING PANEL DESIGNATION FROM THE DRAWINGS, ELECTRICAL CHARACTERISTICS AND SOURCE. FOR EXAMPLE, A 120/240 VOLT 3 PHASE PANEL "LPA" FEED FROM "MDP" CIRCUIT NO. 3 SHALL BE LABELED AS FOLLOWS:
LPA
120/240V, 33
(FEEDER: MDP–3)

JUNCTION BOX IDENTIFICATION: EACH JUNCTION BOX COVER SHALL BE LABELED WITH A PERMANENT "MAGIC" MARKER OR OTHER MEANS TO IDENTIFY THE CIRCUITS WITHIN. FOR EXAMPLE, A JUNCTION BOX CONTAINING LIGHTING CIRCUITS 21, 23, 25 FROM PANEL L2A WOULD BE LABELED "L2A–21,23,24". TELEPHONE JUNCTION BOXES SHALL BE LABELED "T". FIRE ALARM AND OTHER SYSTEM JUNCTION BOXES SHALL BE LABELED ACCORDINGLY.

RACEWAY IDENTIFICATION:

ALL RACEWAYS LEAVING THE SERVICE ENTRANCE PANEL AND DISTRIBUTION PANELS SHALL BE CLEARLY MARKED AS TO THEIR CIRCUIT NUMBER. FOR EXAMPLE, A CONDUIT CONTAINING CONDUCTORS FOR PANEL MDP, CIRCUIT NO. 5 WOULD BE MARKED MDP–5. EMPTY CONDUITS SHALL BE MARKED "EMPTY".

TESTING:

AS THE COMPLETION OF THE WORK, A THOROUGH TEST SHALL BE MADE IN THE PRESENCE OF THE ARCHITECT OR HIS REPRESENTATIVE, AND THE ENTIRE SYSTEM SHALL BE SHOWN TO BE IN PERFECT WORKING CONDITION AS INTENDED BY THESE SPECIFICATIONS.

GUARANTEE:

THE CONTRACTOR SHALL LEAVE THE ENTIRE ELECTRICAL SYSTEM INSTALLED BY HIM UNDER THIS CONTRACT IN PROPER WORKING ORDER AND SHALL REPLACE, WITHOUT ADDITIONAL CHARGE, ALL WORK OR MATERIAL WHICH MAY DEVELOP DEFECTS, ORDINARY WEAR AND REAR OR DAMAGE RESULTING FROM IMPROPER HANDLING EXCEPTED, WITHIN A PERIOD OF ONE YEAR FROM THE DATE OF FINAL TESTING AND ACCEPTANCE BY THE ARCHITECT. BALLAST SHALL BE INCLUDED BUT LAMPS SHALL BE EXCLUDED.

NOTE: SOME DETAILS IN THESE DRAWINGS ARE TO BE CONSIDERED TYPICAL AND MAY NOT BE CALLED OUT ON PLANS. CONTRACTOR SHALL BECOME FAMILIAR WITH AND FOLLOW ALL DETAILS DURING CONSTRUCTION IN ALL TYPICAL AREAS.

REGISTERED DESIGN PROFESSIONAL
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FERNANDINA BEACH GOLF CLUB
DRIVING RANGE/TOPTRACER FACILITY
2800 Bill Melton Rd.
Fernandina Beach, Florida 32034

DATE: 08/13/20

ELECTRICAL SPECIFICATIONS

North / Elev Key | Sheet
E–3

Summary Sheet

Driving Range	Budget	Actual	Pending	Reserve
	$300,000.00	$50,515.00	$216,225.00	$33,260.00

Clubhouse	Budget	Actual	Pending	Reserve
	$15,000.00	$0.00	$7,000.00	$8,000.00

North Course	Budget	Actual	Pending	Reserve
	$150,000.00	$124,795.38	$7,050.00	$18,154.62

Drainage	Budget	Actual	Pending	Reserve
	$30,000.00	$56,333.82	$0.00	-$26,333.82

Renovations	Budget	Actual	Pending	Reserve
Entire Project	$495,000.00	$231,644.20	$230,275.00	$33,080.80

Driving Range

	Budget			Budget			Budget			Budget	
Driving Range Improvements	$ 150,000.00		Furnishings	$ 20,000.00		Admin/F&B Building	$ 100,000.00		Lighting	$ 30,000.00	

	Actual	Pending		Actual	Pending		Actual	Pending		Actual	Pending
Gillette and Associates	$ 5,325.00	$ 3,725.00	Furnishings		$ 20,000.00	Building		$ 150,000.00	Lighting		$ 30,000.00
Golf Sculptures	$ 45,190.00										
Regrass Driving Range		$ 12,500.00									
Totals	$ 50,515.00	$ 16,225.00		$ -	$ 20,000.00		$ -	$ 150,000.00		$ -	$ 30,000.00

Total Budget	Actual Total	Pending Total	Total Reserve
$ 300,000.00	$ 50,515.00	$ 216,225.00	$ 33,260.00

Clubhouse

	Budget
Restroom Reno	$ 15,000.00

	Actual	Pending
Reno		$ 7,000.00
Totals	$ -	$ 7,000.00

Total Budget	Actual Total	Pending Total	Total Reserve
$ 15,000.00	$ -	$ 7,000.00	$ 8,000.00

North Course

	Budget
North Greens Renovation	$ 150,000.00

	Actual	Pending
Golf Sculptures	$ 84,245.00	
Champion Turf	$ 24,663.94	$ -
Grow in Program	$ 13,205.17	
Global Turf		$ 1,650.00
Sod for collar clean up		$ 5,400.00
Top Dressing Sand	$ 2,681.27	
Total	$ 124,795.38	$ 7,050.00

Total Budget	Actual Total	Pending Total	Total Reserve
$ 150,000.00	$ 124,795.38	$ 7,050.00	$ 18,154.62

Drainage

	Budget
Driving Range Drainage	$ 30,000.00

	Actual	Pending
Stormwater	$ 56,333.82	
Totals	$ 56,333.82	$ -

Total Budget	Actual Total	Pending Total	Total Reserve
$ 30,000.00	**$ 56,333.82**	**$ -**	**$ (26,333.82)**

Invoices	Total
	$169,985.38

Golf Agro	$2,681.27
Ewing	$770.48
Golf Ventures	$407.24
Golf Ventures	$3,094.84
Harrells	$280.00
Harrells	$3,830.00
Harrells	$514.50
Bulloch	$3,890.16
Site One	$417.95
Golf Sculptures	$129,435.00
Champion	$24,663.94

Carryover	Total
	$225,080.80

Furnishings	$20,000.00
Lighting	$30,000.00
Building	$150,000.00
Reserve	$25,080.80

These are anticipated not to be completed by September 30, 2020

CITY OF FERNANDINA BEACH BID OPENING TALLY

ITB #2020-09 August 24, 2020 2:00pm

Bid Name: Toptracer Facility Construction

Attended by: Jeremiah Glisson and Wanda Weaks

DATE/ TIME REC'D	COMPANY NAME/LOCATION	BID AMOUNT	A-H	Bond
8/24/2020 1:45PM	Cole Builders OMIT ROLLUP	307,256.00 281,256.00	✓	✓
8/24/2020 1:52PM	CC BORDEN CONST OMIT ROLLUP	349,332.00 317,432.00	✓	✓
8/24/2020 1:47	Johnson Home Bldrs OMIT ROLLUP	303,800.00 277,800.00	✓	✓

This is a premliminary 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

COPY

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
ITB 2020-09 TOPTRACER GOLF FACILITY CONSTRUCTION

EXHIBIT "A"

CONTACT SHEET/BID FORM

Bid – Toptracer Golf Facility Construction $ 349 332

Alternate Bid – Omitting the cost of the roll-up doors $ (31 960)

Name: CC Borden Construction, Inc.

Federal Taxpayer ID: 59-2911644

Mailing Address: 1019 Rosselle Street

City, State, & Zip Code: Jacksonville, FL 32204

Telephone: 904-354-3458 **Fax:** 904-354-4770

Email: ccborden@ccborden.com **Submitted By:** Camille C. Borden

Title: President

FIRM Accepts Credit Cards*: Yes [No]

Accounting Contact:

Name: Linda Mason **Title:** Accounting Manager

Email Address: Linda@ccborden.com **Phone:** 904-354-3458

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

THIS FORM MUST BE INCLUDED WITH PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
ITB 2020-09 TOPTRACER GOLF FACILITY CONSTRUCTION
BID DUE 8/24/2020 @ 2.00PM

EXHIBIT "A" Additional Page

CASH ALLOWANCE LIST PER SHEET A-O ALLOWANCES

1. COSTS INCLUDED IN ALLOWANCES: In Base Bid
2. COSTS NOT INCLUDED IN ALLOWANCES: In Base Bid
3. FUNDS: Will adhere to
4. CASH ALLOWANCE LIST: See attached Schedule Of Values

Schedule of Values:

Item	Description of Work	Schedule Value
Division 01	**General Conditions**	69,692.00
Division 02	**Site Work**	4,500
Division 03	**Concrete**	$38,000
Division 04	**Masonry**	N/A
Division 05	**Metals**	$5,100
Division 06	**Wood, Plastics and Composites**	$61,540
Division 07	**Thermal & Moisture Protection**	$12,500
Division 08	**Openings**	$41,600
Division 09	**Finishes**	$45,000
Division 10	**Specialties**	21,000
Division 11	**Equipment**	N/A
Division 12	**Furnishings**	N/A
Division 13	**Special Construction**	N/A
Division 14	**Conveying Equipment**	N/A
Division 15	**Mechanical**	$4,000
Division 16	**Electrical**	$50,000
Subtotal		
TOTAL		349,332.00

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 CC Borden Construction, Inc

2. This sworn statement is submitted by (entity) CC Borden Construction, Inc. whose business address is 1019 Rosselle St., Jacksonville FL 32204 and (if applicable) Federal Employer Identification Number (FEIN) is 59-2911644 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

3. My name is Camille C. Borden and my relationship to the entity named above is President.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(a) (g). Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a) (b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:

    1. A predecessor or successor of a person convicted of a public entity crime; or

    2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The City of Fernandina Beach, Florida ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal

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 08/24/2020
Date:

STATE OF FLORIDA
COUNTY OF Duval

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed their signature at the space provided above on this 24 day of August, 2020, and is personally known to me, or has provided _____ as identification.

Linda Mason
Notary Public
My Commission expires: _____

LINDA MASON
Notary Public - State of Florida
Commission # GG 191775
My Comm. Expires Apr 27, 2022
Bonded through National Notary Assn.

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: CC Borden Construction, Inc.

CITY: Jacksonville STATE: FL ZIP CODE: 32204

TELEPHONE NUMBER(S): 904-354-3458

SIGNATURE: _____

NAME (TYPED OR PRINTED): Camille C. Borden TITLE: President

THIS FORM MUST BE INCLUDED WITH PROPOSAL

EXHIBIT "D"

CITY OF FERNANDINA BEACH, FLORIDA

E-VERIFY STATEMENT

Bid/Proposal Number: ITB # 2020-09

Project Description: Construction of a building to accommodate a Toptracer Driving Range program, located at the City of Fernandina Beach Golf Club, 2800 Bill Melton Drive, Fernandina Beach, FL. This includes the installation of electrical, lighting and HVAC system.

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: Camille C. Borden/ CC Borden Construction, Inc.

Authorized Signature: Camille C Borden

Title: President

Date: 08/24/2020

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 ITB/RFP document.

1. INTRODUCTION AND GENERAL INFORMATION
   Understands and agrees to all terms.

2. PROPOSAL INSTRUCTIONS, TERMS AND CONDITIONS
   Understands and agrees to all terms.

3. EVALUATION AND CONTRACT OVERVIEW
   Understands and agrees to all terms.

4. PROPOSER'S RESPONSE: SUBMITTAL INFORMATION
   Understands and agrees to all terms.

5. PROPOSER'S RESPONSE: PROPOSED TEAM
   Understands and agrees to all terms.

6. PROPOSER'S RESPONSE: PROPOSED COMPENSATION
   Understands and agrees to all terms.

Name: Camille C. Borden Title: President

Signature: _____ Date: 08/24/2020

THIS FORM MUST BE INCLUDED WITH PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
ITB 2020-09 TOPTRACER GOLF FACILITY CONSTRUCTION

EXHIBIT "F"

CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with Bid, Proposal or Contract for CC Borden Construction, Inc.

This sworn statement is submitted by (entity) CC Borden Construction, Inc. whose business address is 1019 Rosselle St., Jacksonville FL 32204 and (if applicable) Federal Employer Identification Number (FEIN) is 59-2911644 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Camille C. Borden and my relationship to the entity named above is President.

1. The above named entity is submitting a Proposal for the City of Fernandina Beach.
2. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon their own knowledge.
3. The Affiant states that only one submittal for the above proposal is being submitted and that the above named entity has no financial interest in other entities submitting proposals for the same project.
4. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above proposal. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.
5. Neither the entity not 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

08/24/2020
Date:

STATE OF FLORIDA
COUNTY OF Duval

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed their signature at the space provided above on this 24 day of August, 2020, and is personally known to me, or has provided _____ as identification.

Linda Mason
Notary Signature

My Commission expires: _____

LINDA MASON
Notary Public – State of Florida
Commission = GG 179775
My Comm. Expires Apr 27, 2022
Bonded through National Notary Assn.

THIS FORM MUST BE INCLUDED WITH PROPOSAL

EXHIBIT "G"

NON-COLLUSION AFFIDAVIT

This sworn statement is submitted with Bid, Proposal or Contract for CC Borden Construction, Inc.

This sworn statement is submitted by (entity) CC Borden Construction, Inc. whose business address is 1019 Rosselle St., Jacksonville FL 32204 and (if applicable) Federal Employer Identification Number (FEIN) is 59-2911644 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Camille C. Borden and my relationship to the entity named above is President.

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

_____ 08/24/2020
Signature Date:

STATE OF FLORIDA
COUNTY OF Duval

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed their signature at the space provided above on this 24 day of August, 2020, and is personally known to me, or has provided _____ as identification.

_____ My Commission expires: _____
Notary Signature

LINDA MASON
Notary Public – State of Florida
Commission # GG 191775
My Comm. Expires Apr 27, 2022
Bonded through National Notary Assn.

THIS FORM MUST BE INCLUDED WITH PROPOSAL

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_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.

CC Borden Construction, Inc.	08/24/2020
Firm	Date
	Camille C. Borden - President
Authorized Signature	Printed or Typed Name and Title

THIS FORM MUST BE INCLUDED WITH PROPOSAL

AIA Document 310 - 2010 Bid Bond

CONTRACTOR (Name, legal status and address):

C.C. Borden Construction, Inc.
1019 Rosselle Street
Jacksonville FL 32034

SURETY (Name, legal status and principal place of business):

Fidelity and Deposit Company of Maryland
1299 Zurich Way
Schaumburg, IL 60196-1056

RECEIVED
AUG 21 2020
C.C. BORDEN CONSTRUCTION, INC.

OWNER (Name, legal status and address):

City of Fernandina Beach
204 Ash Street
Fernandina Beach FL 32034

Bond Amount: Five percent of the bid

PROJECT : (Name, location or address, and Project number, if any):

2800 Bill Melton Rd, Fernandina Beach FL 32034,
Top Tracer Driving Range Facility

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters in to a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed by the Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 24 day of August, 2020

C.C. BORDEN CONSTRUCTION, INC. CORPORATE SEAL 1988 FLORIDA

(Witness) (Seal)

(Witness) (Seal)

C.C. Borden Construction, Inc.
(Principal) (Seal)

(Title) Camille C. Borden, Pres.

Fidelity and Deposit Company of Maryland
(Surety)

(Title) Attorney-In-Fact

Language conforms to AIA Document A310 Bid Bond
BID70001ZZ0311f

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **DAVID MCVICKER, Vice President,** in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **William R. HARDAKER, Edra Ann WALLER and Nick NAPOLEON, all of Jacksonville, Florida, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **Consents to Release of Retainage and/or Final Estimates on Construction Contracts required by the Department of Transportation, State of Florida** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 11th day of September, A.D. 2018.

ATTEST:

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: _____
Assistant Secretary
Dawn E. Brown

_____
Vice President
David McVicker

State of Maryland
County of Baltimore

On this 11th day of September, A.D. 2018, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **DAVID MCVICKER, Vice President, and DAWN E. BROWN, Assistant Secretary,** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

_____
Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2019

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 24 day of August, 2020.

Michael Bond, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT ALL REQUIRED INFORMATION TO:

Zurich American Insurance Co.
Attn: Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056

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

EXHIBIT "A"

CONTACT SHEET/BID FORM

Bid – Toptracer Golf Facility Construction $ 307,256

Alternate Bid – Omitting the cost of the roll-up doors $ 281,256

Name: CBI dba Cole Builders

Federal Taxpayer ID: 27-2238703

Mailing Address: 3222 Amelia Rd Fernandina Beach FL 32034

City, State, & Zip Code: Fernandina Beach FL 32034

Telephone: 904-302-8606 **Fax:** n/a

Email: dale@colebuilders.net **Submitted By:** W. Dale Cole

Title: President

FIRM Accepts Credit Cards*: Yes (No)

Accounting Contact:

Name: Pat Gibbs **Title:** Bookkeeper

Email Address: pat@colebuilders.net **Phone:** 904-302-8606

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

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 Top Tracer.

2. This sworn statement is submitted by (entity) CBI dba Cole Builders whose business address is 3222 Amelia Rd Fernandina Beach FL 32034 and (if applicable) Federal Employer Identification Number (FEIN) is 27-2238703 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

3. My name is W. Dale Cole and my relationship to the entity named above is President.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(a) (g). Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a) (b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:

   1. A predecessor or successor of a person convicted of a public entity crime; or
   2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The City of Fernandina Beach, Florida ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal

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.)

W. Dale Cole — August 24, 2020
Signature — Date:

STATE OF FLORIDA
COUNTY OF Nassau

PERSONALLY APPEARED BEFORE ME, the undersigned authority, W. Dale Cole who, after first being sworn by me, affixed their signature at the space provided above on this 24 day of August, 20 20, and is personally known to me, or has provided _____ as identification.

Agathi Pouliasis
Notary Public
My Commission expires: 10-29-2023

AGATHI POULIASIS
Notary Public - State of Florida
Commission # GG 927664
My Comm. Expires Oct 29, 2023
Bonded through National Notary Assn.

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: CBI Construction Inc dba Cole Builders

CITY: Fernandina Beach STATE: FL ZIP CODE: 32034

TELEPHONE NUMBER(S): 904-302-8606

SIGNATURE: W. Dale Cole

NAME (TYPED OR PRINTED): W. Dale Cole TITLE: President

THIS FORM MUST BE INCLUDED WITH PROPOSAL

EXHIBIT "D"

CITY OF FERNANDINA BEACH, FLORIDA

E-VERIFY STATEMENT

Bid/Proposal Number: _____

Project Description: ITB 2020-09 Top Tracer Golf Facility

_____

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: CBI dba Cole Builders

Authorized Signature: W. Dale Cole

Title: President

Date: August 24, 2020

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 ITB/RFP document.

1. INTRODUCTION AND GENERAL INFORMATION
   Understands and agrees to all terms.

2. PROPOSAL INSTRUCTIONS, TERMS AND CONDITIONS
   Understands and agrees to all terms.

3. EVALUATION AND CONTRACT OVERVIEW
   Understands and agrees to all terms.

4. PROPOSER'S RESPONSE: SUBMITTAL INFORMATION
   Understands and agrees to all terms.

5. PROPOSER'S RESPONSE: PROPOSED TEAM
   Understands and agrees to all terms.

6. PROPOSER'S RESPONSE: PROPOSED COMPENSATION
   Understands and agrees to all terms.

Name: W. Dale Cole Title: President

Signature: W. Dale Cole Date: August 24, 2020

THIS FORM MUST BE INCLUDED WITH PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
ITB 2020-09 TOPTRACER GOLF FACILITY CONSTRUCTION

EXHIBIT "F"

CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with Bid, Proposal or Contract for ITB 2020-09 Top Tracer Golf Facility

This sworn statement is submitted by (entity) W. Dale Cole whose business address is 3222 Amelia Rd Fernandina Beach FL 32034 and (if applicable) Federal Employer Identification Number (FEIN) is 27-2238703 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is W. Dale Cole and my relationship to the entity named above is President.

1. The above named entity is submitting a Proposal for the City of Fernandina Beach.
2. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon their own knowledge.
3. The Affiant states that only one submittal for the above proposal is being submitted and that the above named entity has no financial interest in other entities submitting proposals for the same project.
4. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above proposal. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.
5. Neither the entity not its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.
6. Neither the entity nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
7. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City of Fernandina Beach.
8. I certify that no member of the entity's ownership or management, or staff has a vested interest in any aspect of the City of Fernandina Beach.
9. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify the City of Fernandina Beach.

W. Dale Cole
Signature

August 24, 2020
Date:

AGATHI POULIASIS
Notary Public - State of Florida
Commission # GG 927664
My Comm. Expires Oct 29, 2023
Bonded through National Notary Assn.

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 24 day of August, 20 20, and is personally known to me, or has provided _____ as identification.

Agathi Poulias
Notary Signature

My Commission expires: 10-29-2023

THIS FORM MUST BE INCLUDED WITH PROPOSAL

EXHIBIT "G"

NON-COLLUSION AFFIDAVIT

This sworn statement is submitted with Bid, Proposal or Contract for ITB 2020-09 Top Tracer Golf Facility

This sworn statement is submitted by (entity) CBI dba Cole Builders whose business address is 3222 Amelia Rd Fernandina Beach FL 32034 and (if applicable) Federal Employer Identification Number (FEIN) is 27-2238703 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is W. Dale Cole and my relationship to the entity named above is President.

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

W. Dale Cole
Signature

August 24, 2020
Date:

AGATHI POULIASIS
Notary Public - State of Florida
Commission # GG 927664
My Comm. Expires Oct 29, 2023
Bonded through National Notary Assn.

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 24 day of August, 2020, and is personally known to me, or has provided _____ as identification.

Agathi Pouliasis
Notary Signature

My Commission expires: 10-29-2023

THIS FORM MUST BE INCLUDED WITH PROPOSAL

EXHIBIT "H"

DISPUTES DISCLOSURE FORM

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

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

YES___ NO✓

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES_____NO✓

Has your firm had against it or filed any request for equitable adjustment, contract claims, bid protest, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES_____NO✓

If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this proposal for the City of Fernandina Beach.

CBI dba Cole Builders	August 24, 2020
Firm	Date
W. Dale Cole	W. Dale Cole, President
Authorized Signature	Printed or Typed Name and Title

THIS FORM MUST BE INCLUDED WITH PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
ITB 2020-09 TOPTRACER GOLF FACILITY CONSTRUCTION

EXHIBIT "A"

CONTACT SHEET/BID FORM

Bid – Toptracer Golf Facility Construction $ 303,800

Alternate Bid – Omitting the cost of the roll-up doors $ 277,800

Name: Johnson Home Builders Inc

Federal Taxpayer ID: 01-0700092

Mailing Address: 731 S 8th Street

City, State, & Zip Code: Fernandina Beach FL 32034

Telephone: 904-583-9456 **Fax:**

office@johnsonhomebuilders.com

Email: **Submitted By:** Steve Johnson

Title: President

FIRM Accepts Credit Cards*: Yes **No** X

Accounting Contact:

Name: Chassidy Patterson **Title:** Bookkeeper

Email Address: accounting@johnsonhomebuilders.com **Phone:** 904-583-9456

***See preferred method of payment under "Prompt Payment Act" section of the General Conditions**

THIS FORM MUST BE INCLUDED WITH PROPOSAL

JOHNSON
HOME BUILDERS INC.

731 S 8th Street, Fernandina Beach FL 32034 – CBC 1250988 -- Office 904-583-9456 – Cell 904-237-8045

Construction Proposal

PROJECT IDENTIFICATION: City of Fernandina Beach / Municipal Golf Course

GENERAL SCOPE: Construction of Top Tracer Driving Range Facility

THIS BID IS SUBMITTED TO (OWNER): City of Fernandina Beach Maintenance Dept.

DATE: 8/24/2020

Johnson Home Builders Inc. appreciates the opportunity to submit our proposal for the construction of your new home noted above. We have enjoyed meeting with you and discussing your goals and wishes for your future home. With those things in mind, we are pleased to propose the following:

1) Johnson Home Builders Inc. offers and agrees, upon acceptance of this proposal, to enter into a Construction Agreement with the Owners. This document will be incorporated by reference into the final Construction Agreement. The Construction Agreement will include a detailed price breakdown, estimated time line, allowances and other related details.

2) Steve Johnson, President of Johnson Home Builders Inc, acknowledges that he has examined and familiarized himself with all available bidding and construction documents; that he has examined the actual site and locality where the work is to be performed; that he has familiarized himself with the legal requirements (federal, state, and local laws, ordinances, rules, and regulations); that he has made such independent investigations as he deems necessary; and that he has satisfied himself as to all conditions affecting cost, progress, or performance of the Work.

3) Johnson Home Builders Inc. upon acceptance of this bid will furnish the required Contract within 5 business days of the signing of this Proposal. If unsigned, this Proposal will become null and void 30 days from the date above.

4) Johnson Home Builders Inc agrees to furnish all labor, materials, supplies, equipment, services, and other facilities necessary or proper for, or incidental to, all work as required by, and in accordance with the Construction Documents and applicable codes for the lump sum price of:

5) **BASE BID:** $303,800 With garage doors
$277,800 Without garage doors

ALLOWANCES: See Allowances Page

Allowances are included in the base figure listed above – however, these prices are subject to change based on the items chosen by the customer. Upgrades / additions will result in a higher final cost.

CHANGES: Changes made to the project subsequent to the signing of this document may result in a change in price.

Differences between allowances and actual costs will result in a difference in the final cost of the project.

NOTES: Based on plans provided identified as:
Top Tracer Driving Range Facility / 2800 Bill Melton Rd, Fernandina Beach
Dated 8/13/2020

Substantial completion of work within 45 days of start up

Please feel free to contact us with any questions. We appreciate the opportunity to submit this bid and look forward to working on this project for the City of Fernandina Beach.

Sincerely,

Steve Johnson, President

Signature below indicates your acceptance of this proposal

_____

Owner's Signature Date

JOHNSON
HOME BUILDERS INC.

CBC	1250988
Phone:	904-583-9456
Email:	*Office@johnsonhomebuilders.com*

Prepared for:	City of Fernandina Beach Municipal Golf Course
Project	Top Tracer Golf Project
Date	8/24/2020

ALLOWANCES

Item	*Amount*
Permits & Fees	$9,800.00
Light Fixture Package	$22,000.00
Garage Doors with opener	$26,000.00
Exterior Doors	$4,000.00
Total Allowances	***$61,800.00***

-Allowances are included in the base price -- however, these prices are subject to change based on the items chosen by the customer. Upgrades / additions will result in a higher final cost.
-Differences between allowances and actual costs will result in a difference in the final

Specifications

Project to be constructed in accordance with plans and engineering documents and in accordance with current applicable building codes.

In addition to the allowanced noted above, scope of work to include:

- Builders Risk Insurance
- Grading & fill
- Project management & supervision
- Monolithic Slab
- Slab fill & labor
- Framing labor & materials
- James Hardie Lap Siding
- Rafter tails per plans
- No plumbing
- Electrical per plans - no low voltage / security
- Insulation -- batts
- 30 Year Architectural Shingle Roof
- No windows

	Finished drywall per plans labor & materials				
	Standard interior trim package labor & materials				
	Interior & Exterior painting using any Sherwinn Williams color selection				
	No flooring				
	No landscaping, walkways, patios				
	Interior clean up, exterior clean up, & dumpster haul off				

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 Top Tracer Golf Facility.

2. This sworn statement is submitted by (entity) Johnson Home Builders Inc whose business address is 731 S 8th Street, Fernandina Beach FL 32034 and (if applicable) Federal Employer Identification Number (FEIN) is 01-0700092 (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 Johnson and my relationship to the entity named above is President.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(a) (g). Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a) (b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:

    1. A predecessor or successor of a person convicted of a public entity crime; or

    2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The City of Fernandina Beach, Florida ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal

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.)

8-24-2020
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 24 day of August, 2020, and is personally known to me, or has provided _____ as identification.

VALERIE M AARON
Notary Public-State of Florida
Commission # GG 986828
My Commission Expires
June 08, 2024

Valerie Aaron
Notary Public
My Commission expires: 6-8-2024

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: Johnson Home Builders Inc

CITY: Fernandina Beach STATE: FL ZIP CODE: 32034

TELEPHONE NUMBER(S): 904-583-9456

SIGNATURE: _____

NAME (TYPED OR PRINTED): Steve Johnson TITLE: President

THIS FORM MUST BE INCLUDED WITH PROPOSAL

EXHIBIT "D"

CITY OF FERNANDINA BEACH, FLORIDA

E-VERIFY STATEMENT

Bid/Proposal Number: _____

Project Description: Top Tracer Golf Facility

_____

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: Johnson Home Builders Inc

Authorized Signature: _____

Title: President

Date: 8/24/2020

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 ITB/RFP document.

1. INTRODUCTION AND GENERAL INFORMATION
   Understands and agrees to all terms.

2. PROPOSAL INSTRUCTIONS, TERMS AND CONDITIONS
   Understands and agrees to all terms.

3. EVALUATION AND CONTRACT OVERVIEW
   Understands and agrees to all terms.

4. PROPOSER'S RESPONSE: SUBMITTAL INFORMATION
   Understands and agrees to all terms.

5. PROPOSER'S RESPONSE: PROPOSED TEAM
   Understands and agrees to all terms.

6. PROPOSER'S RESPONSE: PROPOSED COMPENSATION
   Understands and agrees to all terms.

Name: Steve Johnson Title: President

Signature: _____ Date: 8-24-2020

THIS FORM MUST BE INCLUDED WITH PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
ITB 2020-09 TOPTRACER GOLF FACILITY CONSTRUCTION

EXHIBIT "F"

CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with Bid, Proposal or Contract for Top Tracer Golf Facility.

This sworn statement is submitted by (entity) Johnson Home Builders Inc whose business address is 731 S 8th Street, Fernandina Beach FL 32034 and (if applicable) Federal Employer Identification Number (FEIN) is 01-0700092 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Steve Johnson and my relationship to the entity named above is President.

1. The above named entity is submitting a Proposal for the City of Fernandina Beach.
2. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon their own knowledge.
3. The Affiant states that only one submittal for the above proposal is being submitted and that the above named entity has no financial interest in other entities submitting proposals for the same project.
4. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above proposal. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.
5. Neither the entity not 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 8-24-2020
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 24 day of August, 2020, and is personally known to me, or has provided _____ as identification.

Notary Signature

My Commission expires: 6-8-2024

VALERIE M AARON
Notary Public-State of Florida
Commission # GG 986828
My Commission Expires
June 08, 2024

THIS FORM MUST BE INCLUDED WITH PROPOSAL

EXHIBIT "G"

NON-COLLUSION AFFIDAVIT

This sworn statement is submitted with Bid, Proposal or Contract for Top Tracer Golf Facility.

This sworn statement is submitted by (entity) Johnson Home Builders Inc whose business address is 731 S 8th Street Fernandina Beach FL 32034 and (if applicable) Federal Employer Identification Number (FEIN) is 01-0700092 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Steve Johnson and my relationship to the entity named above is President.

1. The above named is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
2. Such Proposal is genuine and is not a collusive or sham proposal;
3. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Proposal in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached proposal or any other Bidder, or to fix any overhead, profit or cost element of the proposal price or the proposal price of any other Bidder, or to secure through any collusion, connivance, or unlawful agreement any advantage against the City of Fernandina Beach, Florida or any person interested in the proposed Contract; and
4. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature 8-24-2020 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 24 day of August, 2020, and is personally known to me, or has provided _____ as identification.

Notary Signature My Commission expires: 6-8-2024

VALERIE M AARON
Notary Public-State of Florida
Commission # GG 986828
My Commission Expires
June 08, 2024

THIS FORM MUST BE INCLUDED WITH PROPOSAL

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_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.

Johnson Home Builders Inc. 8-24-2020

Firm Date

Authorized Signature

Steve Johnson President

Printed or Typed Name and Title

THIS FORM MUST BE INCLUDED WITH PROPOSAL

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach

SUBJECT: Ordinance 2020-31
FY 2020/2021 Amended Pay and Classification Plan

ITEM TYPE: Ordinance (w/o fiscal impact)

REQUESTED ACTION: Consider Ordinance 2020-31 at First Reading.

SYNOPSIS: This Ordinance amends the Pay and Classification Plan per Section 62-247 of the City's Code of Ordinances which states, "The classification plan shall be that as established by the city commission each year by ordinance and may be amended by the City Commission from time to time in its discretion, by Ordinance, as it may deem necessary to ensure that the plan reflects the current job classification of all positions in the city service."

The recommended added job titles are: Stormwater Heavy Equipment Operator I, Stormwater Heavy Equipment Operator II, and Police Corporal. Also, pay grade changes are recommended for Street Maintenance Tech I, Street Maintenance Tech II, and Street Maintenance Tech III. These changes allow for better career paths within the Street, Stormwater, and Police Departments.

FISCAL IMPACT: Positions are budgeted in the Departments Salary account 51200.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission approve proposed Ordinance 2020-31 at First Reading.

Teresa Bryan, HR Generalist	8/14/2020
Dale L. Martin, City Manager	8/18/2020
Pauline Testagrose, Comptroller	8/19/2020
Tammi E. Bach, City Attorney	8/21/2020

Submitted By: Nicole Bednar, Administrative Services Manager

Date: August 12, 2020

COMMISSION ACTION: Approve

ORDINANCE 2020-31

AN ORDINANCE OF THE CITY OF FERNANDINA BEACH, FLORIDA, ESTABLISHING AN AMENDED PAY AND CLASSIFICATION PLAN FOR FISCAL YEAR 2020/2021, PURSUANT TO SECTION 120 OF THE CITY CHARTER AND SECTION 62-247 OF THE CODE OF ORDINANCES OF THE CITY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 120 of the City Charter states, "The city commission shall fix, by ordinance, the salary or compensation of the city attorney, the department heads, the city manager and the city commission. The city manager shall fix the number and compensation of all other officers and employees. The salaries so fixed shall be uniform for like service in each grade of the city service, as the same shall be graded or classified by the city manager and approved by the city commission."; and

WHEREAS, Section 62-247 of the City's Code of Ordinances states, "The classification plan shall be that as established by the city commission each year by ordinance and may be amended by the city commission from time to time in its discretion, by ordinance, as it may deem necessary to ensure that the plan reflects the current job classification of all positions in the city service."; and

WHEREAS, the City recognizes that the compensation plan is intended to provide all employees with an equitable and competitive pay, relative to pay received by other employees performing similar work in other areas of the City's organization and also relative to rates received by other employees in the labor market from which City employees are recruited; and

WHEREAS, it is in the best interest of the City to amend the Classified Service Titles and Pay Grades to reflect the current organizational needs and responsibilities of the City.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA:

SECTION 1. CLASSIFIED SERVICE TITLES AND PAY GRADES. The Classified Service Titles and Pay Grades are shown below.

Exempt Classifications	**Pay Grade**
Accountant	135
Accounting Supervisor	138
Administrative Coordinator	131
Administrative Services Manager	137
Airport Director	143
Airport Operations Manager	134
Aquatics Manager	131
Associate Medical Director	143

Exempt Classifications (continued)	Pay Grade
Building Director	145
Building Official	143
Code Enforcement Director	137
Community Rating System (CRS) Administrator/Office Manager	135
Comptroller	147
Deputy Building Official	142
Deputy City Clerk	132
Deputy City Manager	147
Deputy Fire Chief	142
Deputy Police Chief	144
Digital Communications Specialist	136
Drafter	126
Facilities Maintenance Superintendent	138
Fire Chief	144
Fleet, Facilities, and Sanitation Director	143
Grants Administrator	137
Human Resources Generalist	131
Human Resources Director	143
Information Technology Director	143
Junior Accountant	132
Legal Assistant	132
Maintenance Director	143
Network Administrator	139
Office Manager	132
Paralegal	137
Parks Maintenance Superintendent	138
Parks & Recreation Assistant Director	138
Parks & Recreation Director	143
Parks & Recreation Manager	136
Planner I	134
Planner II	136
Planning and Conservation Director	143
Police Captain	143
Police Chief	146
Police Services Manager	136
Project Manager	143

Exempt Classifications (continued)	Pay Grade
Public Information Officer	131
Recreation Programs Supervisor	131
Senior Human Resources Generalist	133
Senior Planner	138
Stormwater Director	143
Systems Administrator	136
Urban Forestry Inspector/Arborist	135
Utilities Director	146
Utility Billing Supervisor	135
Utility Operations Superintendent	138
Non-Exempt Classifications	**Pay Grade**
Accounting Clerk	128
Administrative Specialist	128
Airport Operations Specialist	131
Building Inspector I	135
Building Inspector II	136
Building Inspector III	137
Chief Plant Operator	133
Childcare Professional	120
Code Enforcement Officer	131
Communications Officer Supervisor	129
Customer Service Specialist	126
Deputy Wastewater Superintendent	136
Electrician	131
Electrician/HVAC Technician	131
Engineer I	132
Evidence & Property Custodian	130
Facilities Maintenance Tech	127
Fire Inspector	134
Fire/Rescue Captain	138
Fire/Rescue Engineer	133
Fire/Rescue Lieutenant	136
Firefighter /EMT	131
Firefighter/Paramedic	131
Foreman	131
Heavy Equipment Operator	128

Non-Exempt Classifications (continued)	Pay Grade
Help Desk Specialist	130
Information Technology Technician	132
Intern I	118
Intern II	125
Irrigation/Maintenance Tech	126
Lead Operator	133
Maintenance Assistant	122
Maintenance Tech	127
Maintenance Worker	123
Master Mechanic	130
Master Mechanic Senior	133
Mechanic	127
Meter Reader	126
Ocean-Rescue Lifeguard I	124
Ocean-Rescue Lifeguard II	125
Ocean-Rescue Lifeguard III	126
Ocean-Rescue Supervisor	131
Office Assistant	123
Parks Maintenance Tech I	125
Parks Maintenance Tech II	126
Parks Maintenance Tech III	127
Permit Specialist	128
Planning Technician	130
Plans Examiner	136
Plant Operator	130
Police Detective	22
Police Officer	22
Police Reserve Officer	122
Police Sergeant	26
Police Service Aide	125
Pool Lifeguard	118
Purchasing Agent	132
Records Coordinator	129
Recreation Aide	118
Recreation Coordinator	124
Recreation Leader	124

Non-Exempt Classifications (continued)	Pay Grade
Sign Technician	127
Sr. Building Inspector	138
Sr. Childcare Professional	122
Sr. Electrician/HVAC Technician	133
Sr. Permit Specialist	130
Sr. Lifeguard	119
Sr. Maintenance Worker	125
Sr. Plans Examiner	138
Sr. Police Reserve Officer	130
Sr. Water Safety Instructor/Lifeguard	121
Staff Assistant	126
Stormwater Heavy Equipment Operator I	129
Stormwater Heavy Equipment Operator II	130
Stormwater Operator I	126
Stormwater Operator II	127
Street Maintenance Tech I	~~125~~ 126
Street Maintenance Tech II	~~126~~ 128
Street Maintenance Tech III	~~127~~ 130
Utility Billing Specialist	128
Warehouse Tech	128
Water Collector	124
Water Fitness Instructor	126
Water Locator	123
Water Quality Supervisor	136
Water Safety Instructor	119
Water Tech I	126
Water Tech II	128
Wastewater Plant Operator Trainee	126
Wastewater Systems Tech I	126
Wastewater Systems Tech II	128
Youth Program Supervisor	128

SECTION 2. CONSOLIDATED PAY PLAN. The Classified Service Pay Schedule for Department Directors and General Employees (Appendix "A"), Fire Employees (Appendix "B"), and the Police Officer Pay Schedule (Appendix "C") are hereby adopted for Fiscal Year 2020/2021.

SECTION 3. 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 4. EFFECTIVE DATE. This Ordinance shall be effective on October 1, 2020, after its second reading, public hearing and final enaction.

ENACTED by the City Commission this 15th day of September, 2020.

CITY OF FERNANDINA BEACH

_____
JOHN A. MILLER
Mayor – Commissioner

ATTEST:

_____
CAROLINE BEST
City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
TAMMI E. BACH
City Attorney

Date of First Reading: September 1, 2020
Date of Second Reading and Public Hearing: September 15, 2020
Date of Final Passage:

Appendix "A"

Classified Service Pay Scale

General Employees

Effective October 1, 2020

Grade	Minimum	Hourly min	Midpoint	Hourly Mid	Maximum	Hourly Max
118	$17,835	8.57	$22,962	11.04	$28,090	13.50
119	$18,729	9.00	$24,113	11.59	$29,498	14.18
120	$19,644	9.44	$25,292	12.16	$30,939	14.87
121	$20,644	9.93	$26,579	12.78	$32,514	15.63
122	$21,644	10.41	$27,867	13.40	$34,090	16.39
123	$22,251	10.70	$29,042	13.96	$35,833	17.23
124	$23,900	11.49	$30,771	14.79	$37,643	18.10
125	$25,071	12.05	$32,279	15.52	$39,486	18.98
126	$26,384	12.68	$33,941	16.32	$41,498	19.95
127	$27,667	13.30	$35,622	17.13	$43,576	20.95
128	$29,029	13.96	$37,375	17.97	$45,721	21.98
129	$30,498	14.66	$39,266	18.88	$48,034	23.09
130	$31,988	15.38	$41,185	19.80	$50,381	24.22
131	$33,594	16.15	$43,252	20.79	$52,911	25.44
132	$35,271	16.96	$45,411	21.83	$55,551	26.71
133	$37,039	17.81	$47,687	22.93	$58,336	28.05
134	$38,894	18.70	$50,076	24.08	$61,258	29.45
135	$40,840	19.63	$52,582	25.28	$64,323	30.92
136	$42,875	20.61	$55,202	26.54	$67,529	32.47
137	$45,018	21.64	$57,961	27.87	$70,903	34.09
138	$47,266	22.72	$60,855	29.26	$74,444	35.79
139	$49,623	23.86	$63,890	30.72	$78,157	37.58
140	$52,100	25.05	$67,079	32.25	$82,058	39.45
141	$54,715	26.31	$70,445	33.87	$86,176	41.43
142	$57,458	27.62	$73,977	35.57	$90,496	43.51
143	$60,332	29.01	$77,677	37.34	$95,023	45.68
144	$63,360	30.46	$81,575	39.22	$99,791	47.98
145	$66,500	31.97	$85,750	41.23	$105,000	50.48
146	$69,825	33.57	$89,885	43.21	$109,946	52.86
147	$73,316	35.25	$111,648	53.68	$149,975	72.10

Appendix "B"

CLASSIFIED SERVICE PAY SCALE

FIRE DEPARTMENT*

Effective October 1, 2020

Title	Grade	Min Annual	Hourly Min	Midpoint	Hourly Mid	Max Annual	Hourly Max
Firefighter/EMT and FF/Paramedic	131	$33,594	$11.54	$43,253	$14.85	$52,911	$18.17
Fire/Rescue Engineer	133	$37,039	$12.72	$47,688	$16.38	$58,336	$20.03
Fire/Rescue Lieutenant	136	$42,875	$14.72	$55,202	$18.96	$67,529	$23.19
Fire/Rescue Captain	138	$47,266	$16.23	$60,855	$20.90	$74,444	$25.56

*Firefighters are non-exempt (hourly) employees. Approximation of annual compensation is determined on the basis of normally scheduled hours worked (2912 annually) times the hourly rate.

Appendix "C"

CLASSIFIED SERVICE PAY SCALE

POLICE DEPARTMENT*

Effective October 1, 2020

Title	Grade	Min Annual	Hourly Min	Midpoint	Hourly Mid	Max Annual	Hourly Max
Police Officers and Police Detectives	22	$38,504	$17.63	$46,705	$21.39	$54,906	$25.14
Police Corporal	24	$42,451	$19.44	$51,942	$23.58	$60,534	$27.72
Police Sergeants	26	$51,804	$23.72	$61,938	$28.36	$72,072	$33.00

*Police Officers are non-exempt (hourly) employees. Approximation of annual compensation is determined on the basis of normally scheduled hours worked (2184 annually) times the hourly rate.

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	8/16/2020
Pauline Testagrose, Comptroller	8/17/2020
Tammi E. Bach, City Attorney	8/21/2020
Katie Newton, Legal Assistant	8/21/2020

Submitted By: Nicole Bednar, Administrative Services Manager

Date: August 12, 2020

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 enaction.

ENACTED this 1st day of September, 2020.

CITY OF FERNANDINA BEACH

_____
JOHN A. MILLER
Mayor - Commissioner

ATTEST:

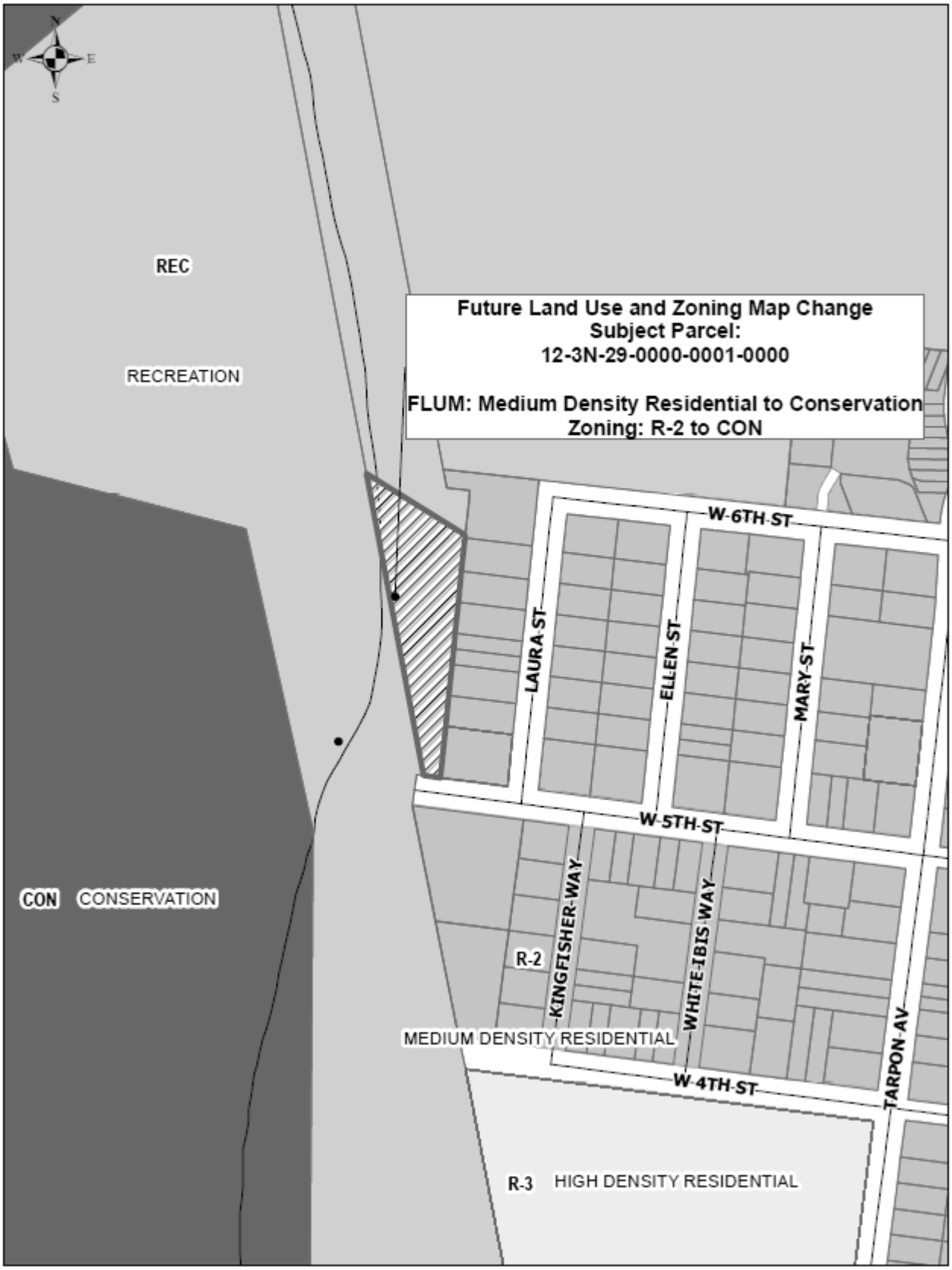
CAROLINE BEST
City Clerk

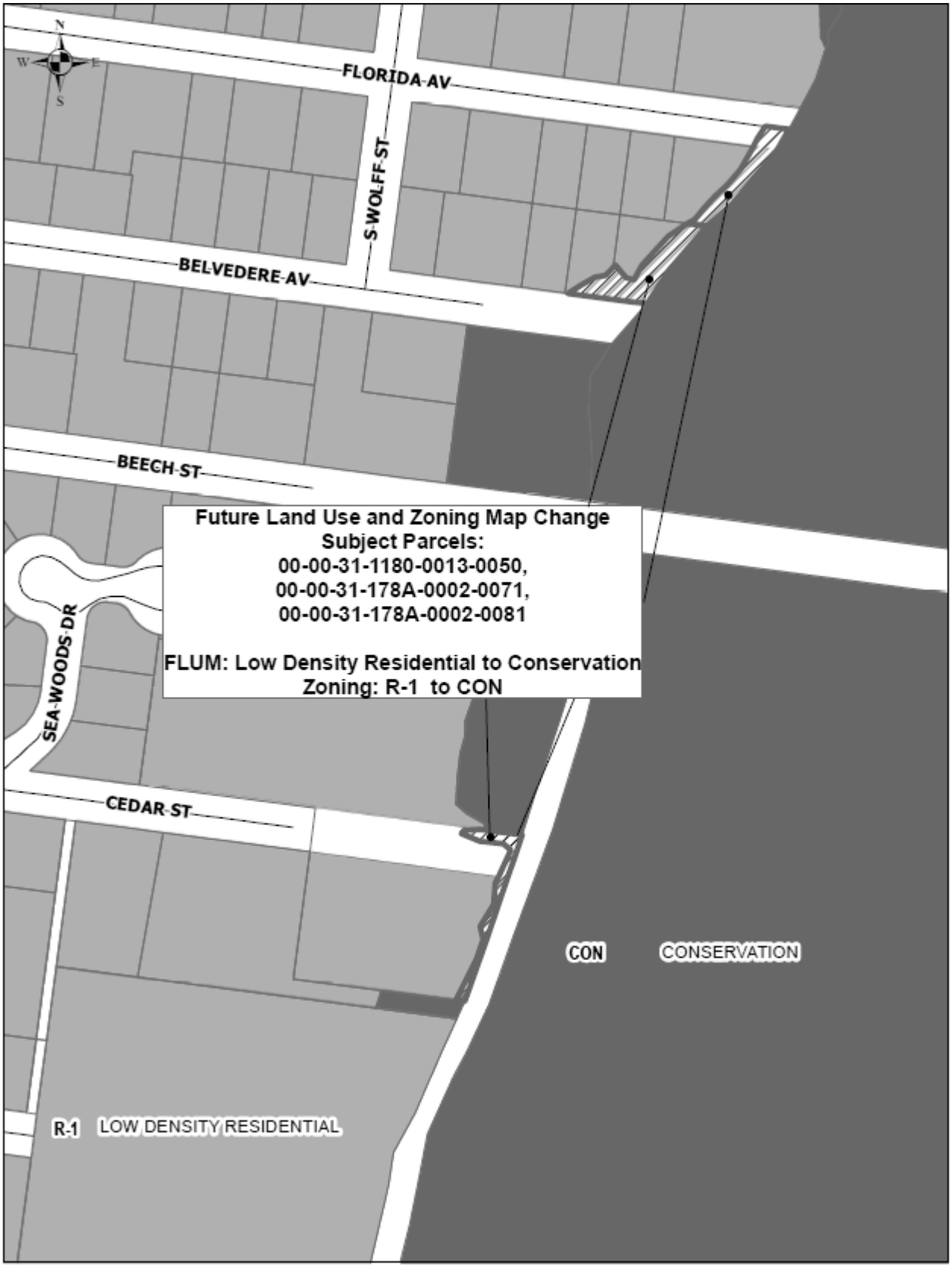
APPROVED AS TO FORM AND LEGALITY:

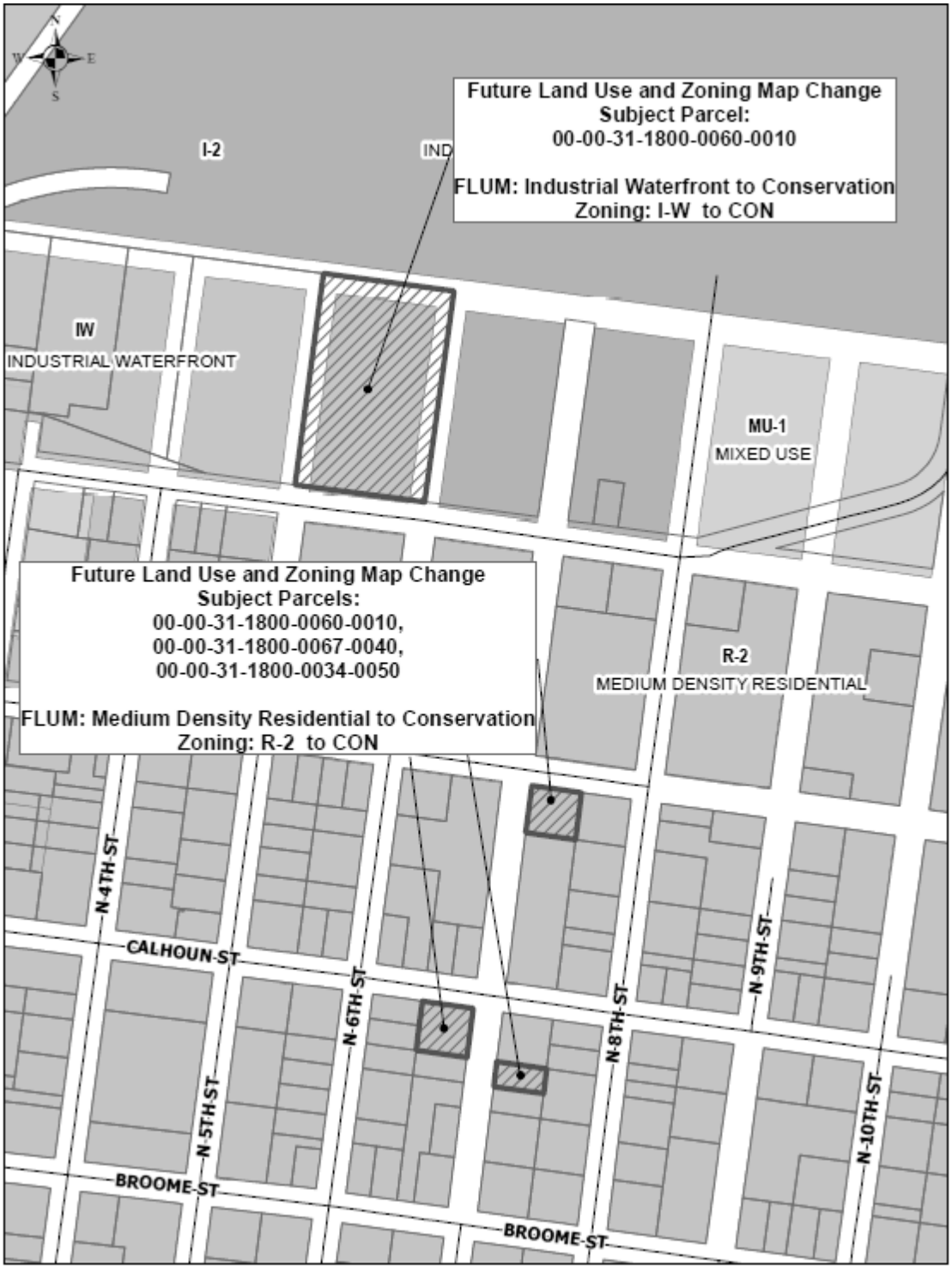
_____
TAMMI E. BACH
City Attorney

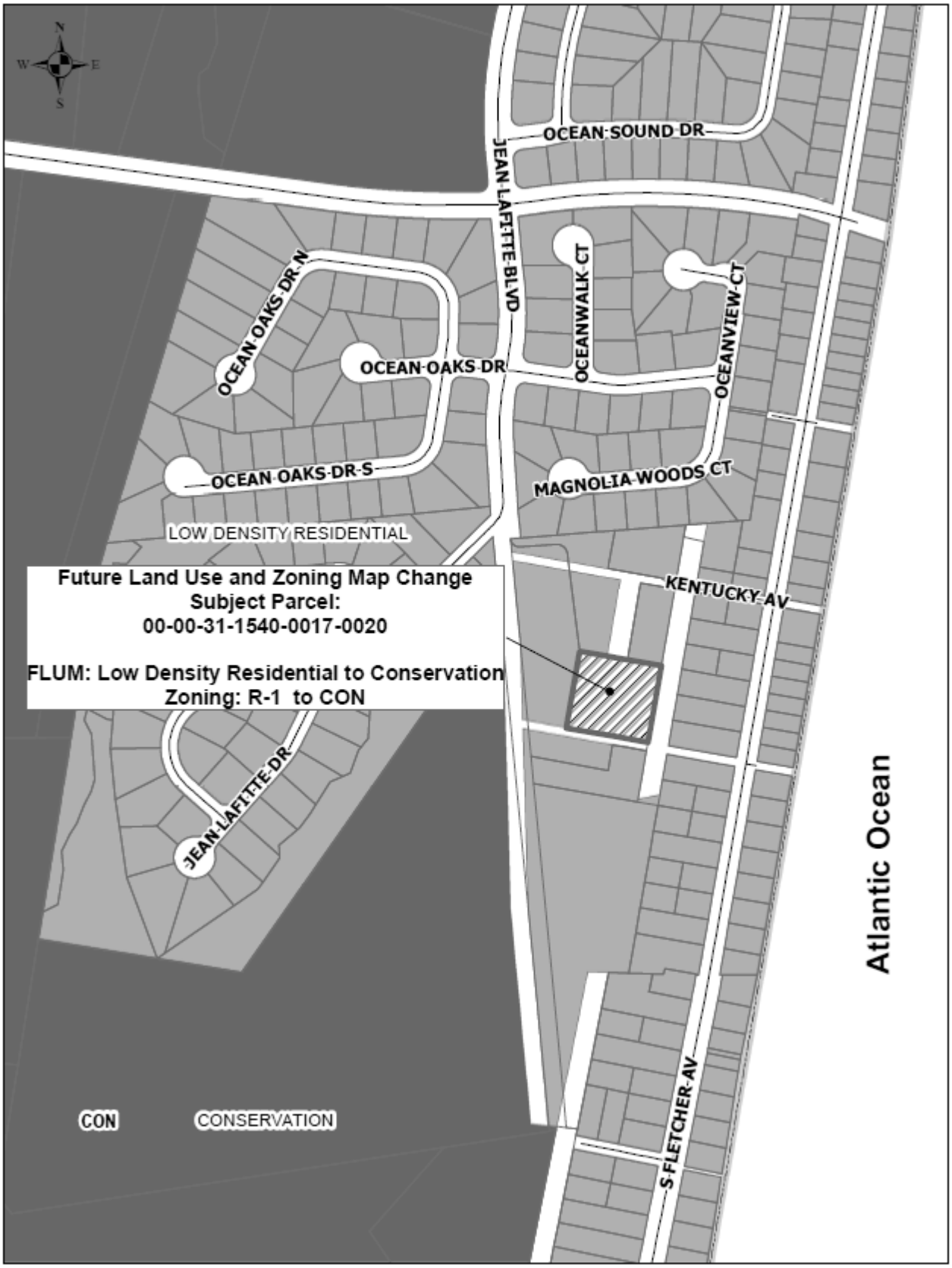
ORDINANCE 2020-23
EXHIBIT "A"

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


Future Land Use and Zoning Map Change
Subject Parcel:
12-3N-29-0000-0001-0000
FLUM: Medium Density Residential to Conservation
Zoning: R-2 to CON
REC
RECREATION
CON
CONSERVATION
R-2
MEDIUM DENSITY RESIDENTIAL
R-3
HIGH DENSITY RESIDENTIAL
W 6TH ST
W 5TH ST
W 4TH ST
LAURA ST
ELLEN ST
MARY ST
KINGFISHER WAY
WHITE IBIS WAY
TARPON AV


FLORIDA AV
S WOLFF ST
BELVEDERE AV
BEECH ST
SEA WOODS DR
CEDAR ST
Future Land Use and Zoning Map Change
Subject Parcels:
00-00-31-1180-0013-0050,
00-00-31-178A-0002-0071,
00-00-31-178A-0002-0081
FLUM: Low Density Residential to Conservation
Zoning: R-1 to CON
CON CONSERVATION
R-1 LOW DENSITY RESIDENTIAL


Future Land Use and Zoning Map Change
Subject Parcel:
00-00-31-1800-0060-0010
FLUM: Industrial Waterfront to Conservation
Zoning: I-W to CON
I-2
IND
IW
INDUSTRIAL WATERFRONT
MU-1
MIXED USE
Future Land Use and Zoning Map Change
Subject Parcels:
00-00-31-1800-0060-0010,
00-00-31-1800-0067-0040,
00-00-31-1800-0034-0050
FLUM: Medium Density Residential to Conservation
Zoning: R-2 to CON
R-2
MEDIUM DENSITY RESIDENTIAL
N-4TH-ST
CALHOUN-ST
N-5TH-ST
N-6TH-ST
N-8TH-ST
N-9TH-ST
N-10TH-ST
BROOME-ST
BROOME-ST


N
W
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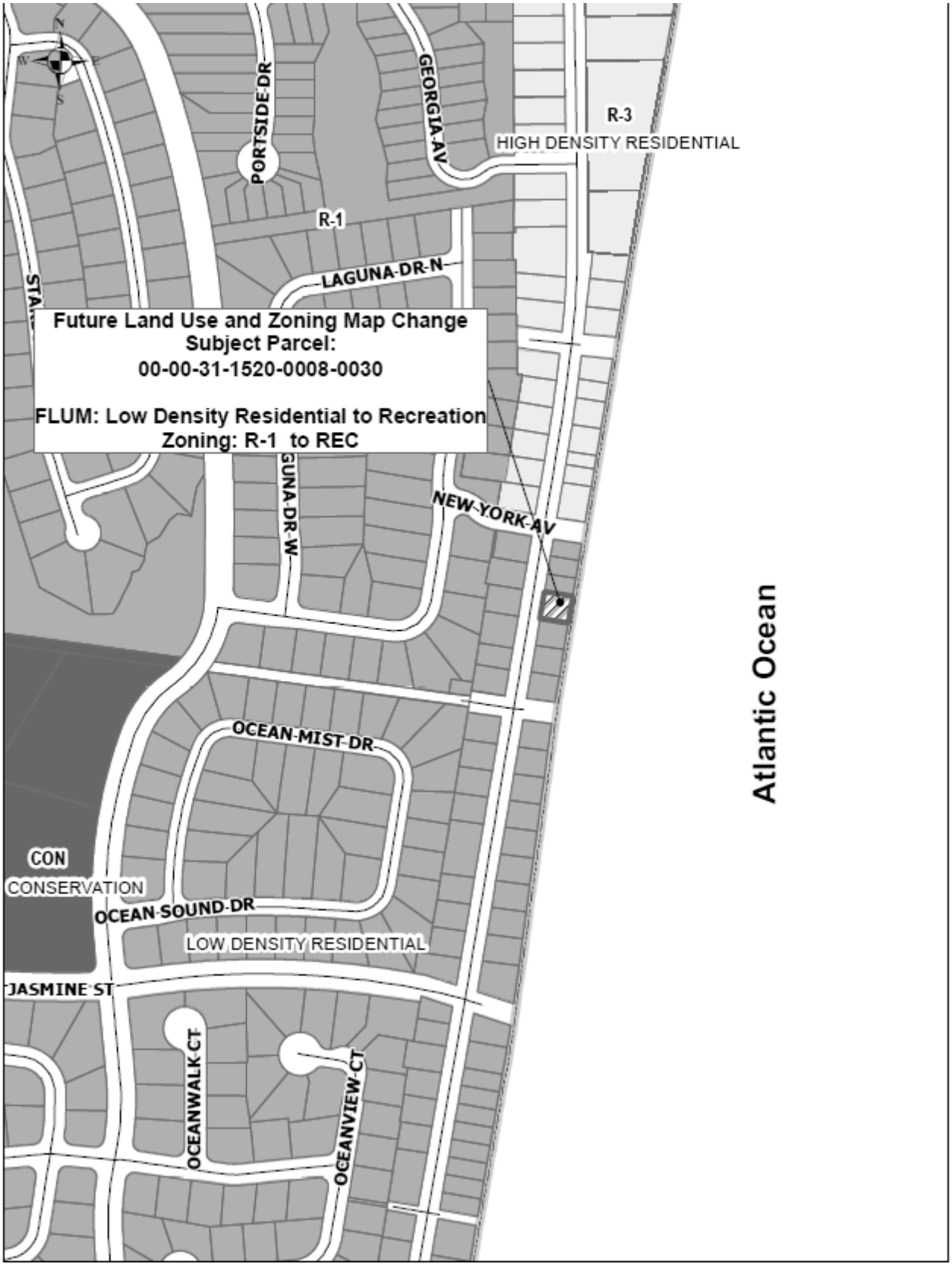
S
OCEAN SOUND DR
JEAN LAFITTE BLVD
OCEAN OAKS DR N
OCEAN OAKS DR
OCEANWALK CT
OCEANVIEW CT
OCEAN OAKS DR S
MAGNOLIA WOODS CT
LOW DENSITY RESIDENTIAL
Future Land Use and Zoning Map Change
Subject Parcel:
00-00-31-1540-0017-0020
FLUM: Low Density Residential to Conservation
Zoning: R-1 to CON
KENTUCKY AV
JEAN LAFITTE DR
Atlantic Ocean
CON
CONSERVATION
S FLETCHER AV


PORTSIDE DR
GEORGIA AV
R-3
HIGH DENSITY RESIDENTIAL
R-1
LAGUNA DR N
Future Land Use and Zoning Map Change
Subject Parcel:
00-00-31-1520-0008-0030
FLUM: Low Density Residential to Recreation
Zoning: R-1 to REC
GUNA DR W
NEW YORK AV
Atlantic Ocean
OCEAN MIST DR
CON
CONSERVATION
OCEAN SOUND DR
LOW DENSITY RESIDENTIAL
JASMINE ST
OCEANWALK CT
OCEANVIEW CT

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:

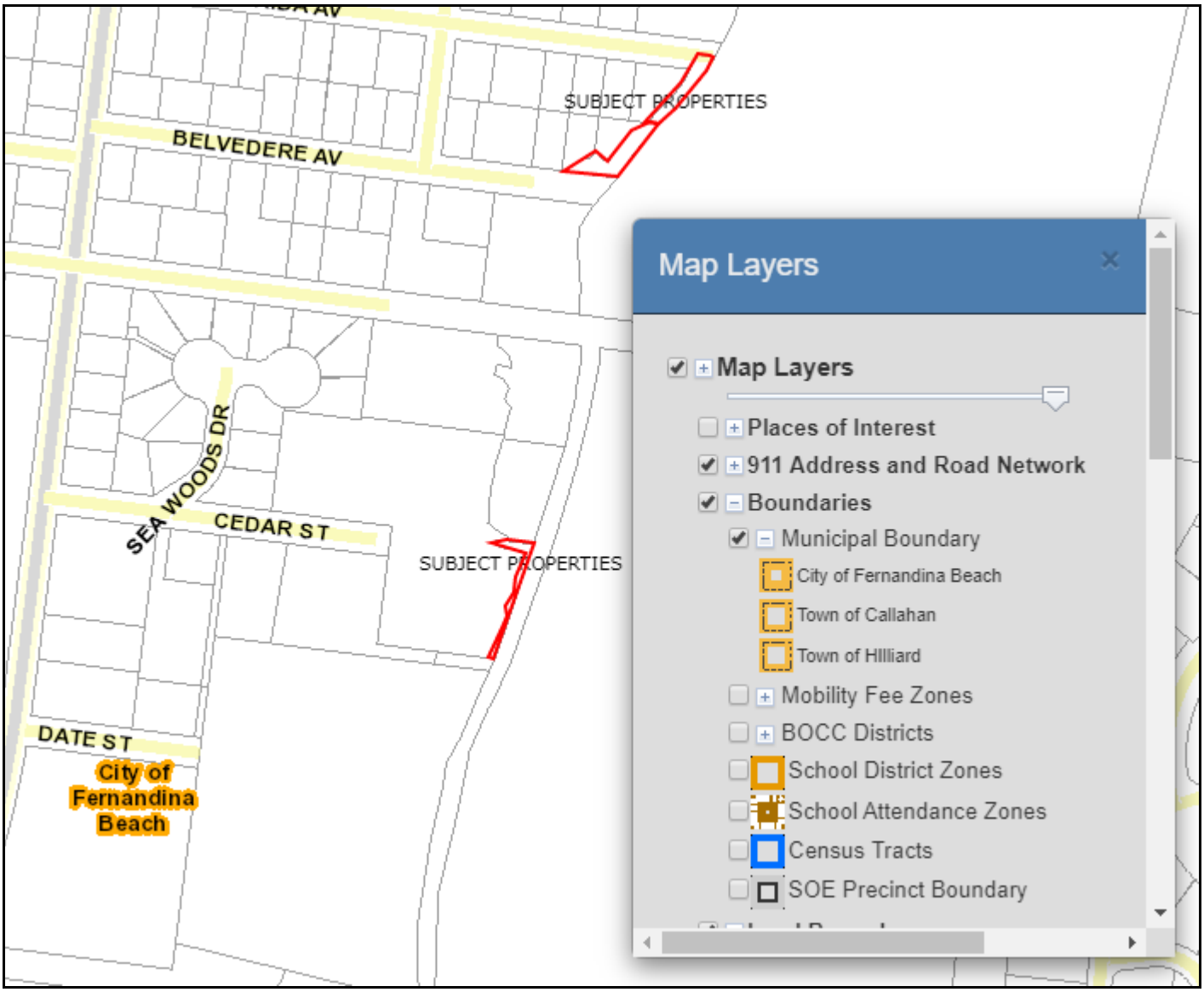
PARCEL ID # AND PROPERTY OWNER:	00-00-31-1180-0013-0050 AND 00-00-31-178A-0002-0071 AND 00-00-31-178A-0002-0081 STATE OF FLORIDA DEPARTMENT				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change (In accordance with action directed under 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:	Flood zone	Potential Wetlands	Avg. Topography	Soil Type	Coastal Upland Protection Zone
	AE	YES	O' to 4'	Clay	NO
ADJACENT PROPERTIES:	Direction	Existing Use(s)	Year Built	Zoning	FLUM
	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);				

	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

PROPERTY BOUNDARY



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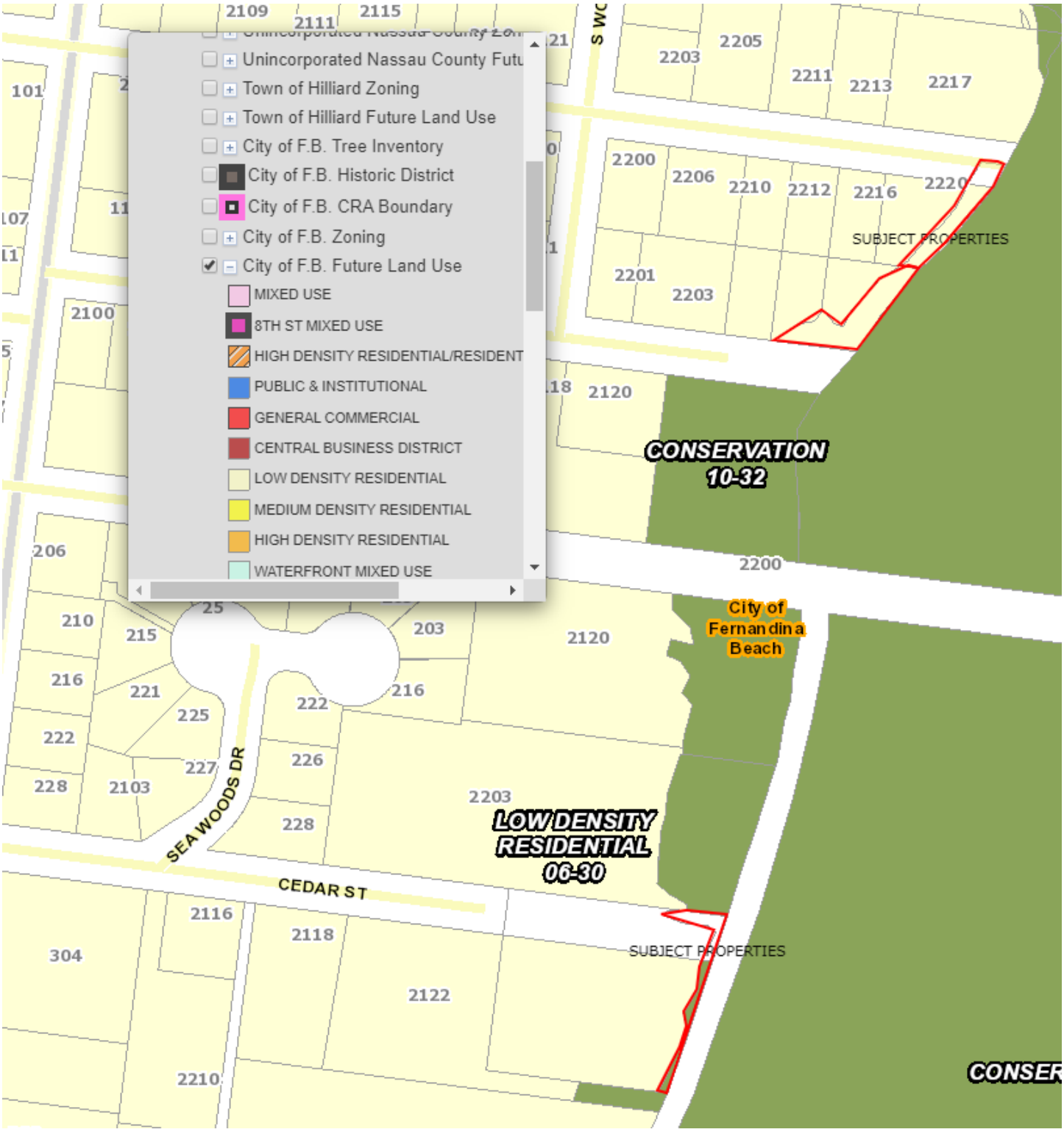
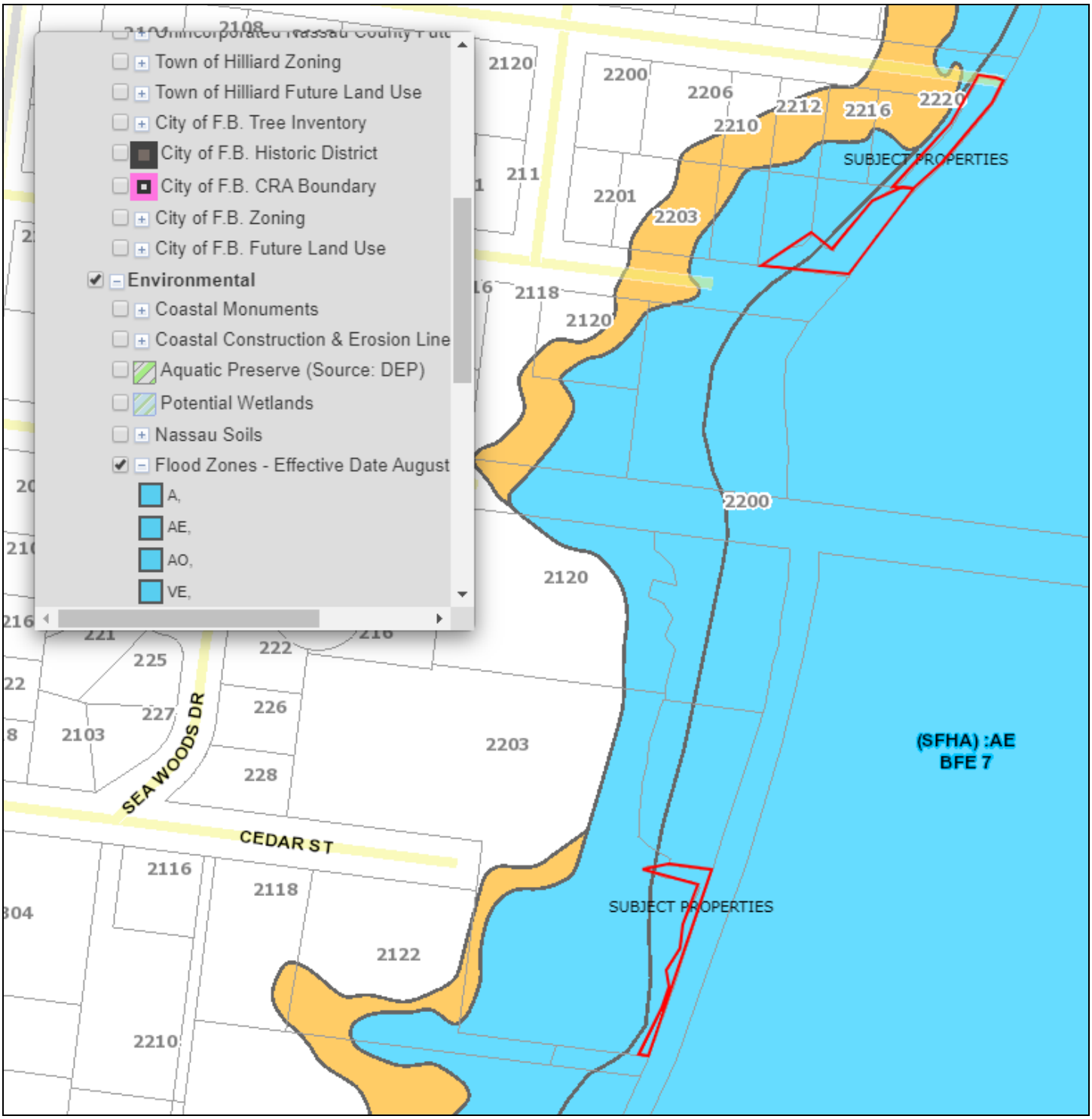


ZONING

Unincorporated Nassau County Futu
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
SUBJECT PROPERTIES
CON
10-33
City of Fernandina Beach
R-1
06-31
SEA WOODS DR
CEDAR ST
SUBJECT PROPERTIES

FLOODZONE


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
City of F.B. Future Land Use
Environmental
Coastal Monuments
Coastal Construction & Erosion Line
Aquatic Preserve (Source: DEP)
Potential Wetlands
Nassau Soils
Flood Zones - Effective Date August
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AE,
AO,
VE,
SUBJECT PROPERTIES
SUBJECT PROPERTIES
(SFHA) :AE
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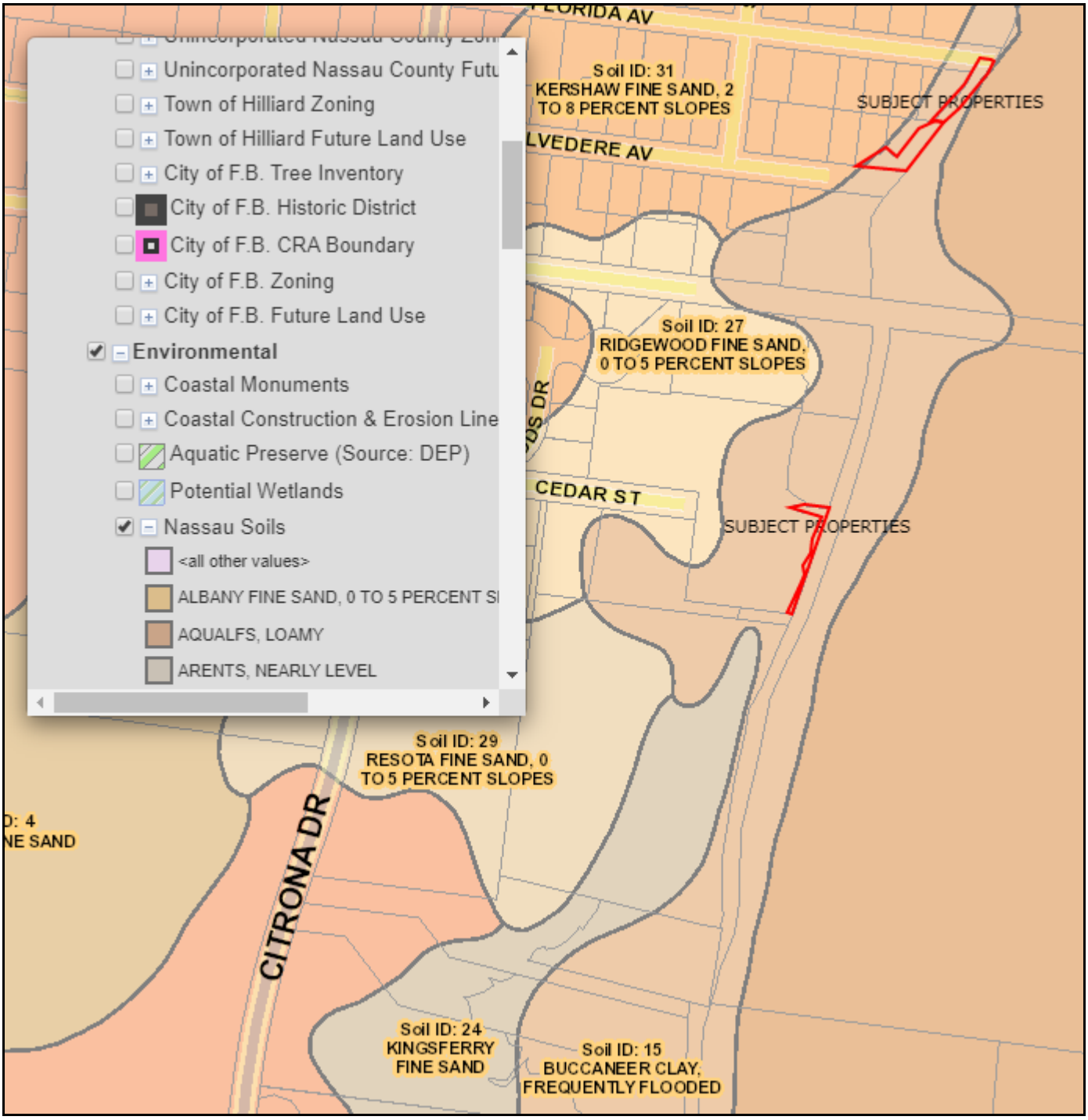
SOILS


Unincorporated Nassau County Futu
Town of Hilliard Zoning
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City of F.B. Tree Inventory
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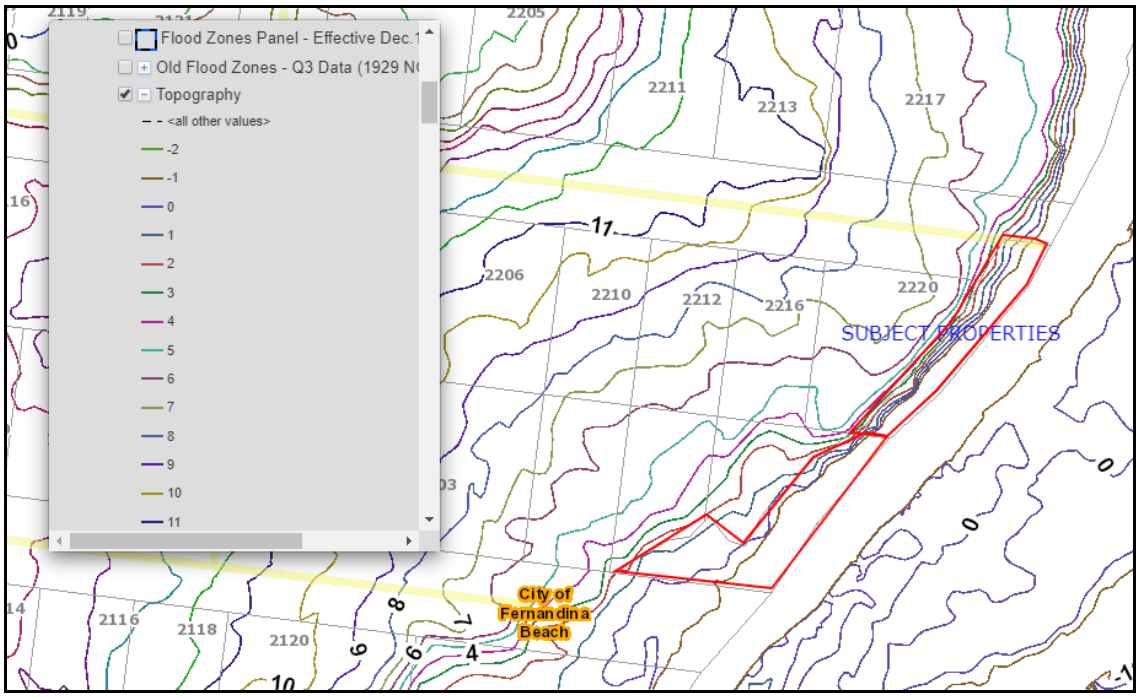
City of F.B. Future Land Use
Environmental
Coastal Monuments
Coastal Construction & Erosion Line
Aquatic Preserve (Source: DEP)
Potential Wetlands
Nassau Soils
<all other values>
ALBANY FINE SAND, 0 TO 5 PERCENT SI
AQUALFS, LOAMY
ARENTS, NEARLY LEVEL
FLORIDA AV
Soil ID: 31
KERSHAW FINE SAND, 2 TO 8 PERCENT SLOPES
SUBJECT PROPERTIES
LVEDERE AV
Soil ID: 27
RIDGEWOOD FINE SAND, 0 TO 5 PERCENT SLOPES
CEDAR ST
SUBJECT PROPERTIES
Soil ID: 29
RESOTA FINE SAND, 0 TO 5 PERCENT SLOPES
CITRONA DR
Soil ID: 24
KINGSFERRY FINE SAND
Soil ID: 15
BUCCANEER CLAY, FREQUENTLY FLOODED

TOPOGRAPHY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Old Flood Zones - Q3 Data (1929 N
Topography
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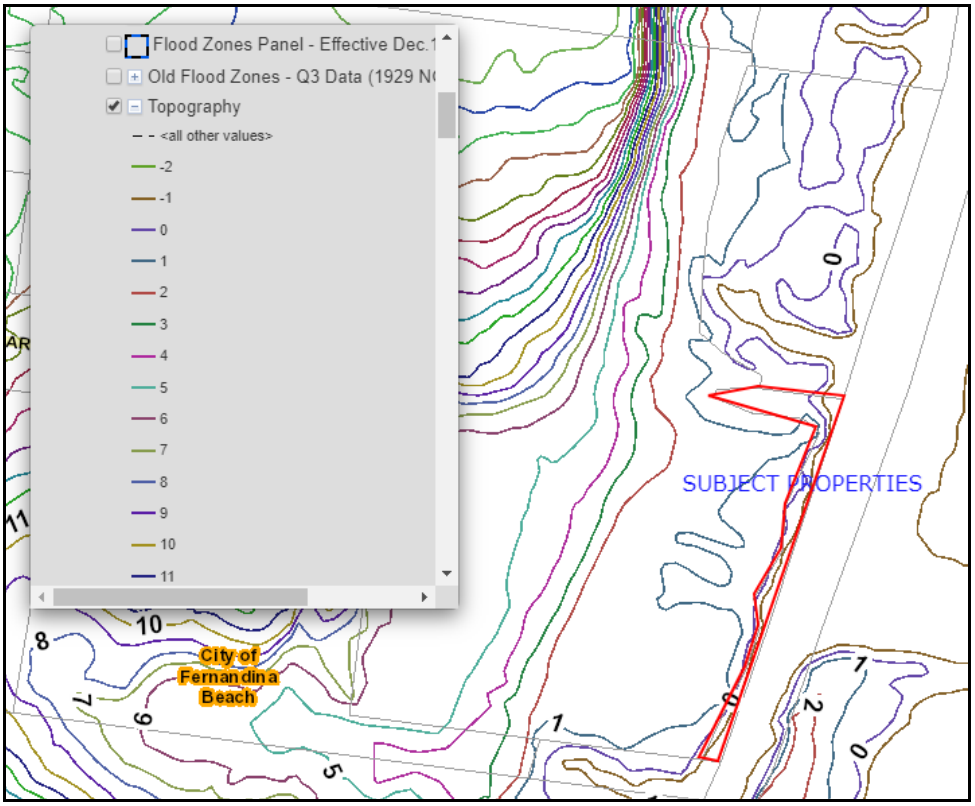
SUBJECT PROPERTIES
City of Fernandina Beach


Flood Zones Panel - Effective Dec.1
Old Flood Zones - Q3 Data (1929 N
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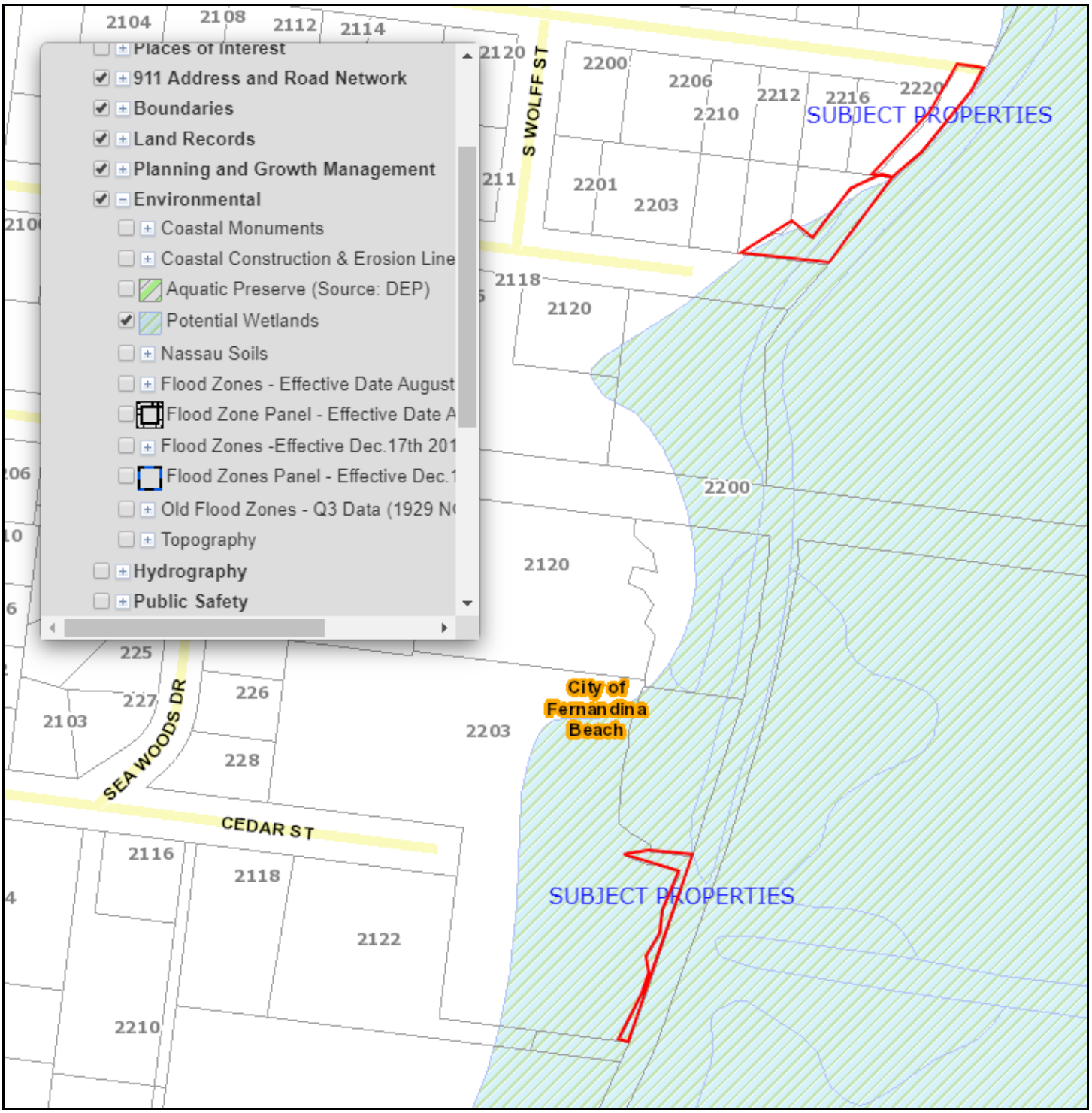
SUBJECT PROPERTIES
City of Fernandina Beach

WETLANDS


Places of Interest
911 Address and Road Network
Boundaries
Land Records
Planning and Growth Management
Environmental
Coastal Monuments
Coastal Construction & Erosion Line
Aquatic Preserve (Source: DEP)
Potential Wetlands
Nassau Soils
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Hydrography
Public Safety
SUBJECT PROPERTIES
SUBJECT PROPERTIES
City of Fernandina Beach
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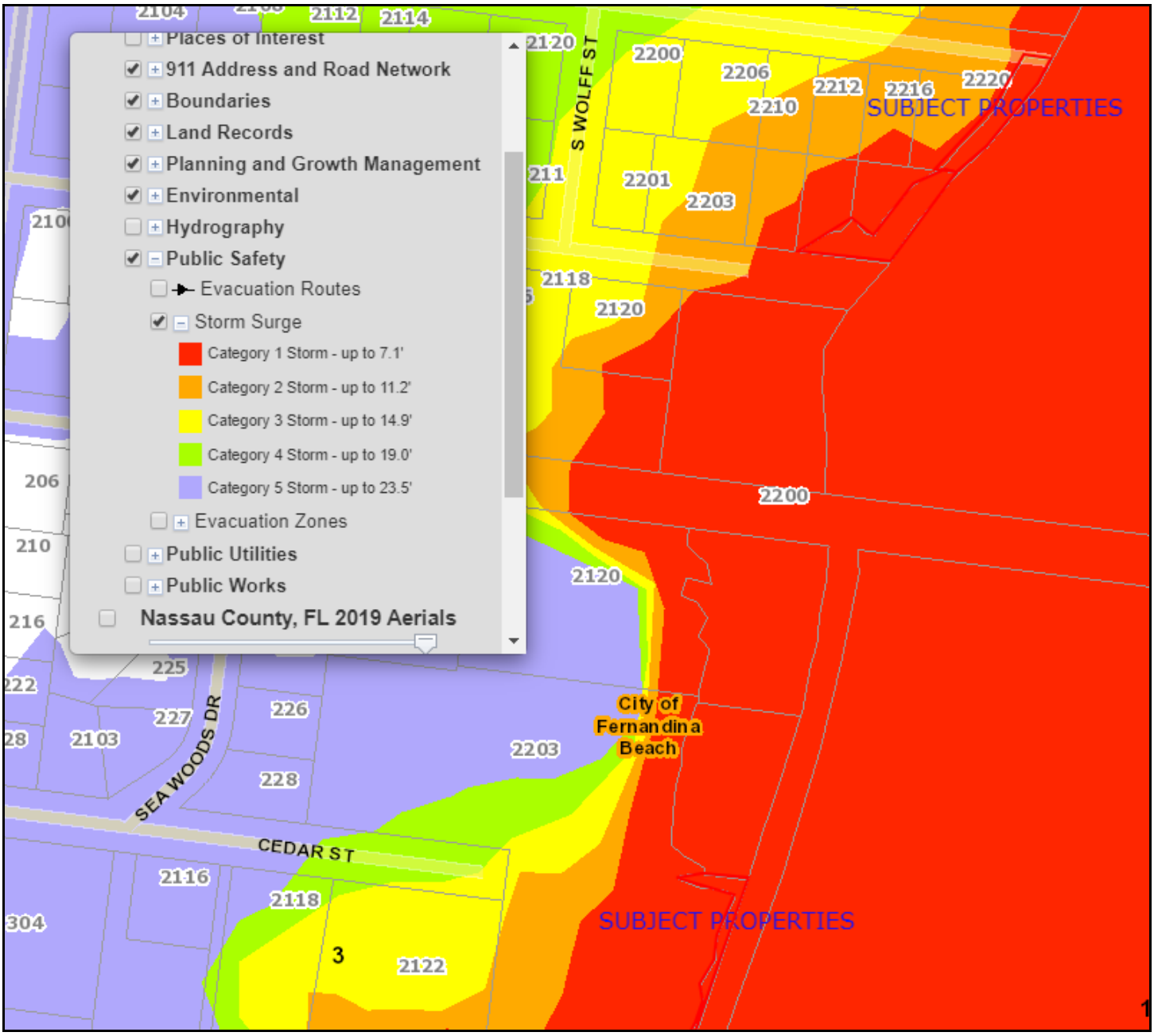
STORM SURGE ZONE (COASTAL HIGH HAZARD AREA DEFINED AS CATEGORY 1 ZONE)



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 7th 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:	Flood zone	Potential Wetlands	Avg. Topography	Soil Type	Coastal Upland Protection Zone
	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

ADJACENT PROPERTIES:	Direction	Existing Use(s)	Year Built	Zoning	FLUM
	North	Utilities + Single Fam + Vac Govern	N/A + 2002 + N/A	R-2 + R-2 + R-2	Medium Density Residential + Medium Density Residential + Medium Density Residential
	South	Vac Govern + Vac + Wasteland	N/A + N/A + N/A	R-2 + R-2 + R-2	Medium Density Residential + Medium Density Residential + Medium Density Residential
	East	Vac Govern + Vac + Vac	N/A + N/A + N/A	R-2 + R-2 + R-2	Medium Density Residential + Medium Density Residential + Medium Density Residential
	West	Vac Govern + Single Fam + Vac	N/A + 1900 + N/A	R-2 + R-2 + R-2	Medium Density Residential + Medium Density Residential + Medium 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; 5.14.09 (LDC Standards for development of environmentally sensitive and

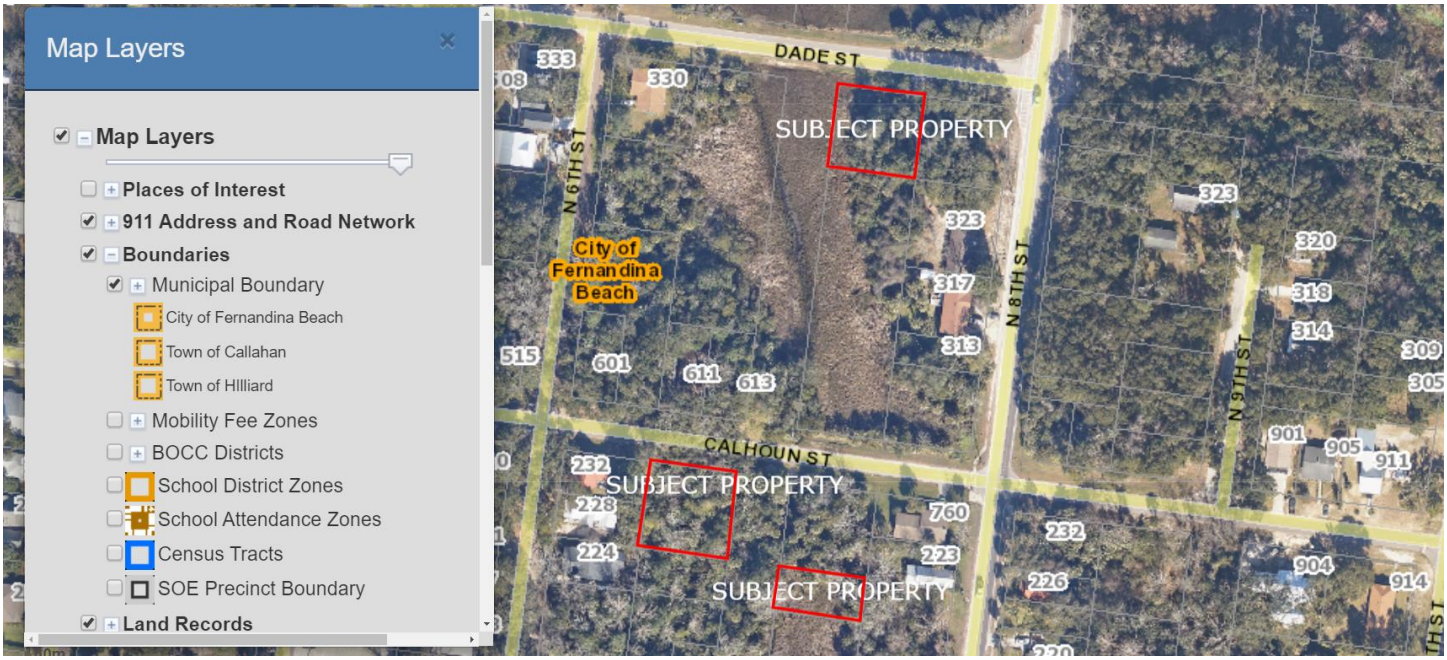
	conservation lands); 6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) Reference: www.fbfl.us/Compplan
APPLICABLE LAND DEVELOPMENT CODE SECTIONS:	2.00.03 (Establishment of district boundary); 2.01.20 (CON zoning district); 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:

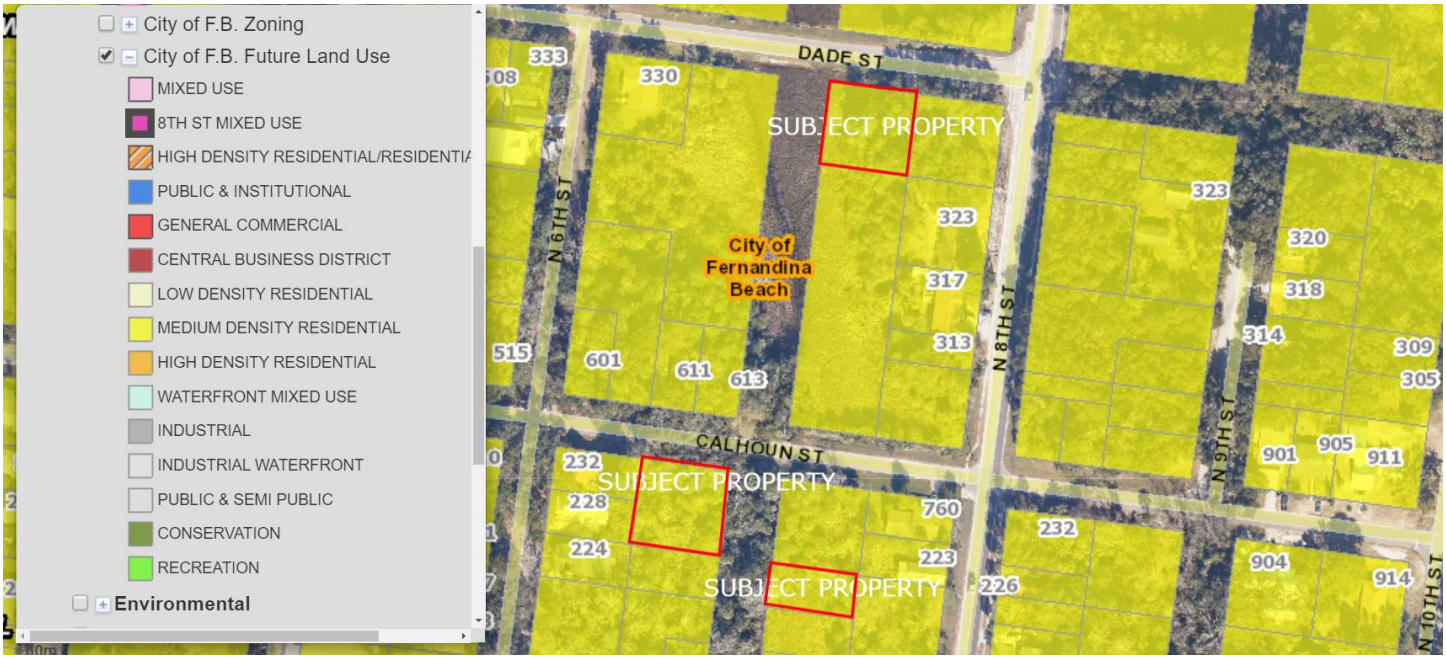
Kelly N. Gibson, AICP
Director

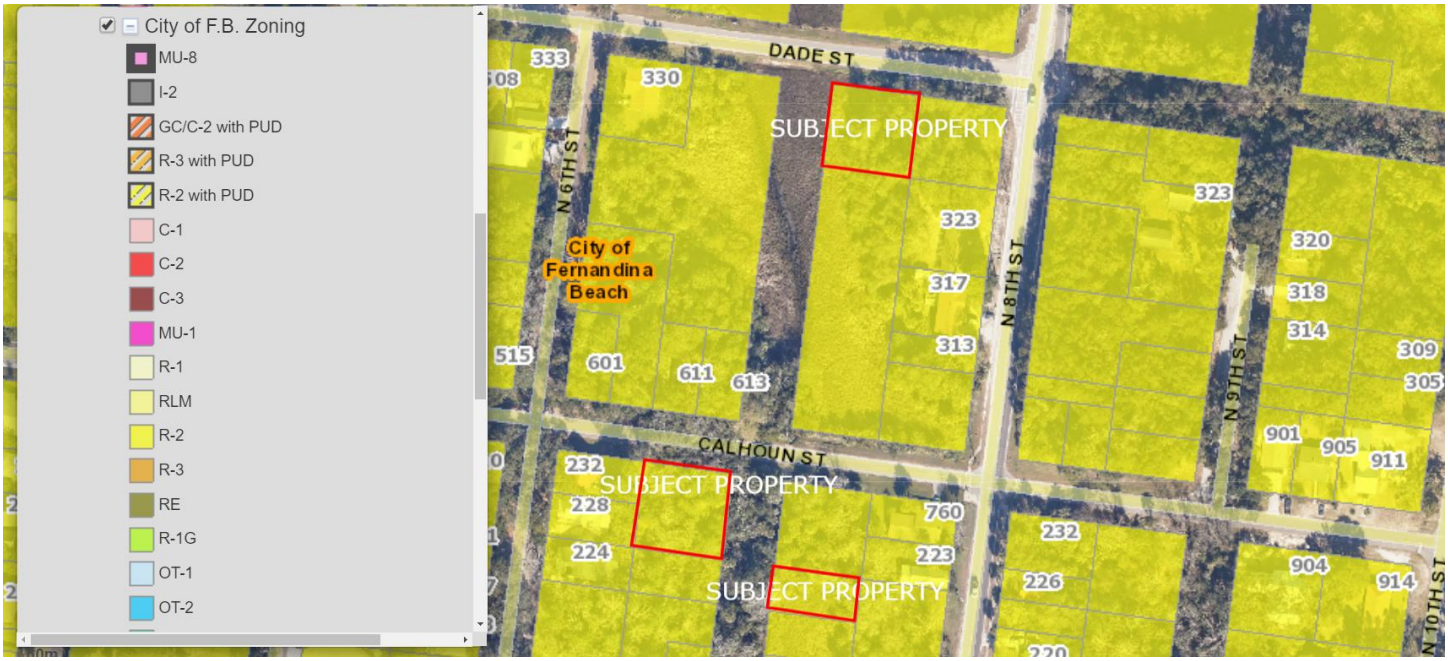
STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

PROPERTY BOUNDARY

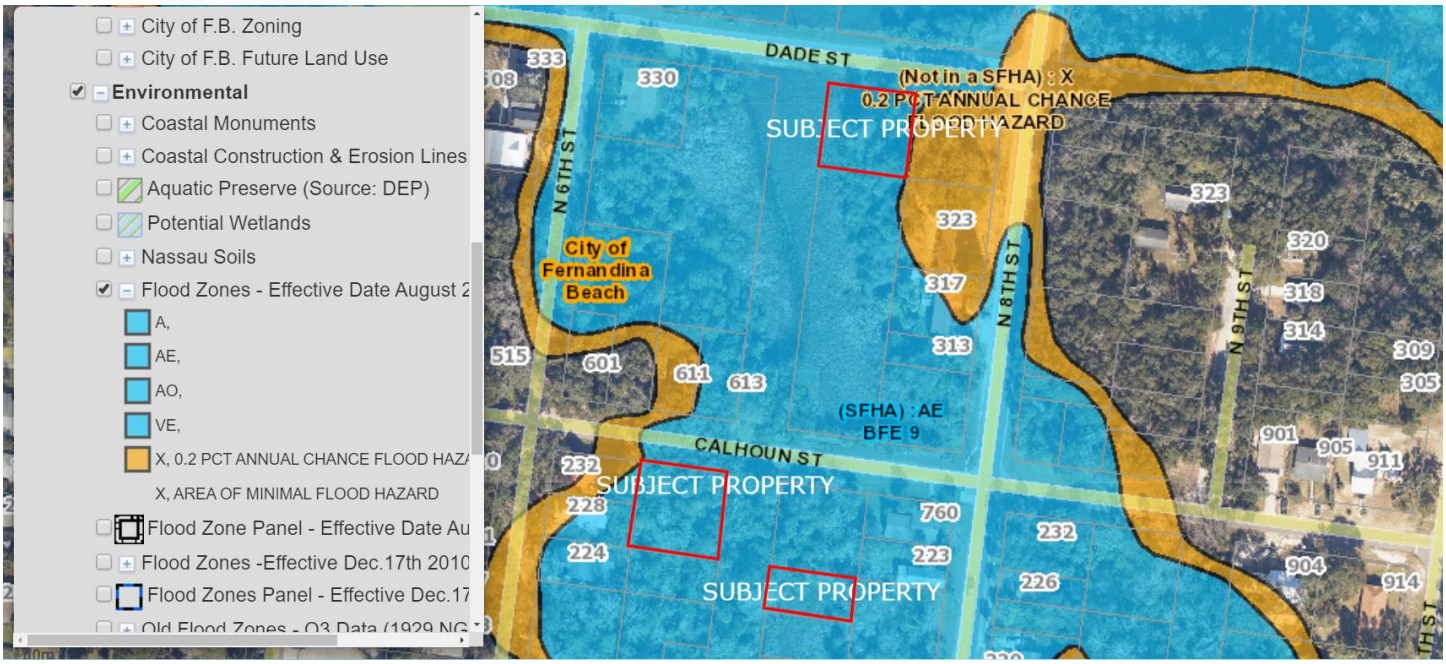


CURRENT LAND USE AND ZONING




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
R-2
R-3
RE
R-1G
OT-1
OT-2
DADE ST
SUBJECT PROPERTY
N 6TH ST
City of Fernandina Beach
N 8TH ST
N 9TH ST
CALHOUN ST
SUBJECT PROPERTY
SUBJECT PROPERTY
N 10TH ST

FLOODZONE


City of F.B. Zoning
City of F.B. Future Land Use
Environmental
Coastal Monuments
Coastal Construction & Erosion Lines
Aquatic Preserve (Source: DEP)
Potential Wetlands
Nassau Soils
Flood Zones - Effective Date August 2
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X, AREA OF MINIMAL FLOOD HAZARD
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Flood Zones -Effective Dec.17th 2010
Flood Zones Panel - Effective Dec.17
DADE ST
(Not in a SFHA) : X
0.2 PCT ANNUAL CHANCE
SUBJECT PROPERTY
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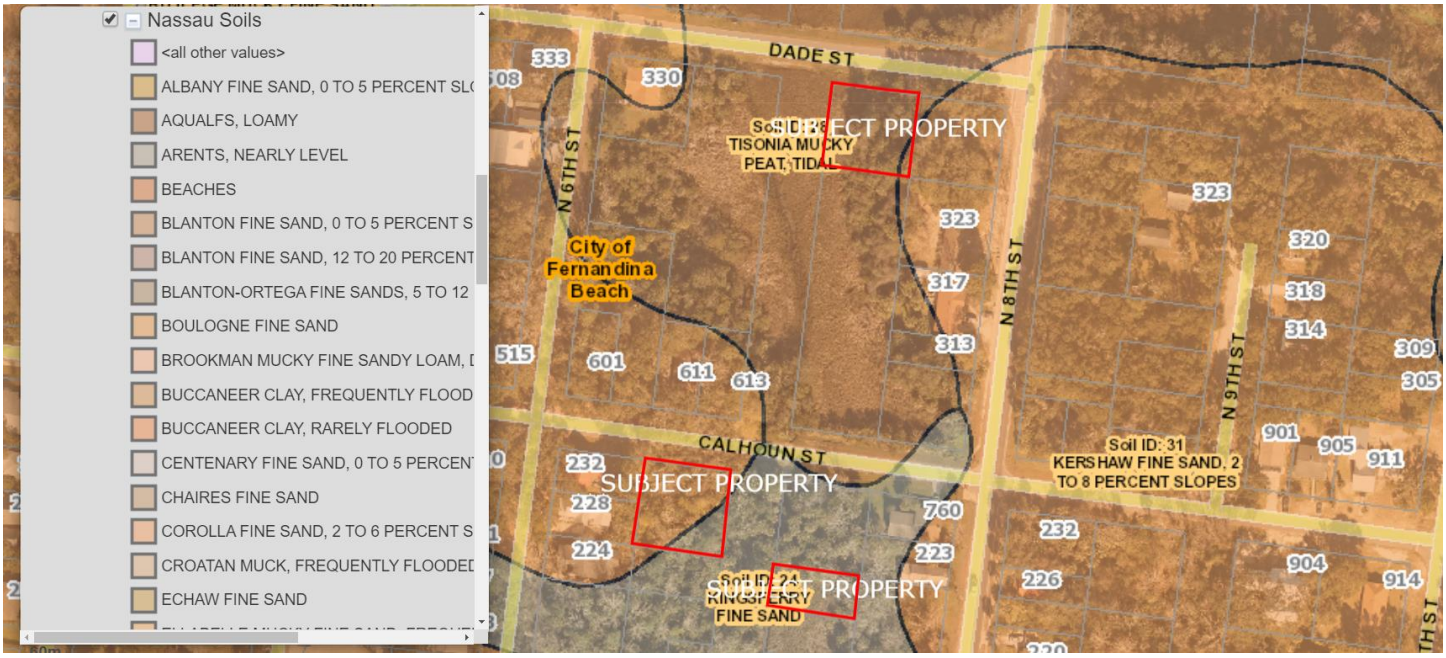
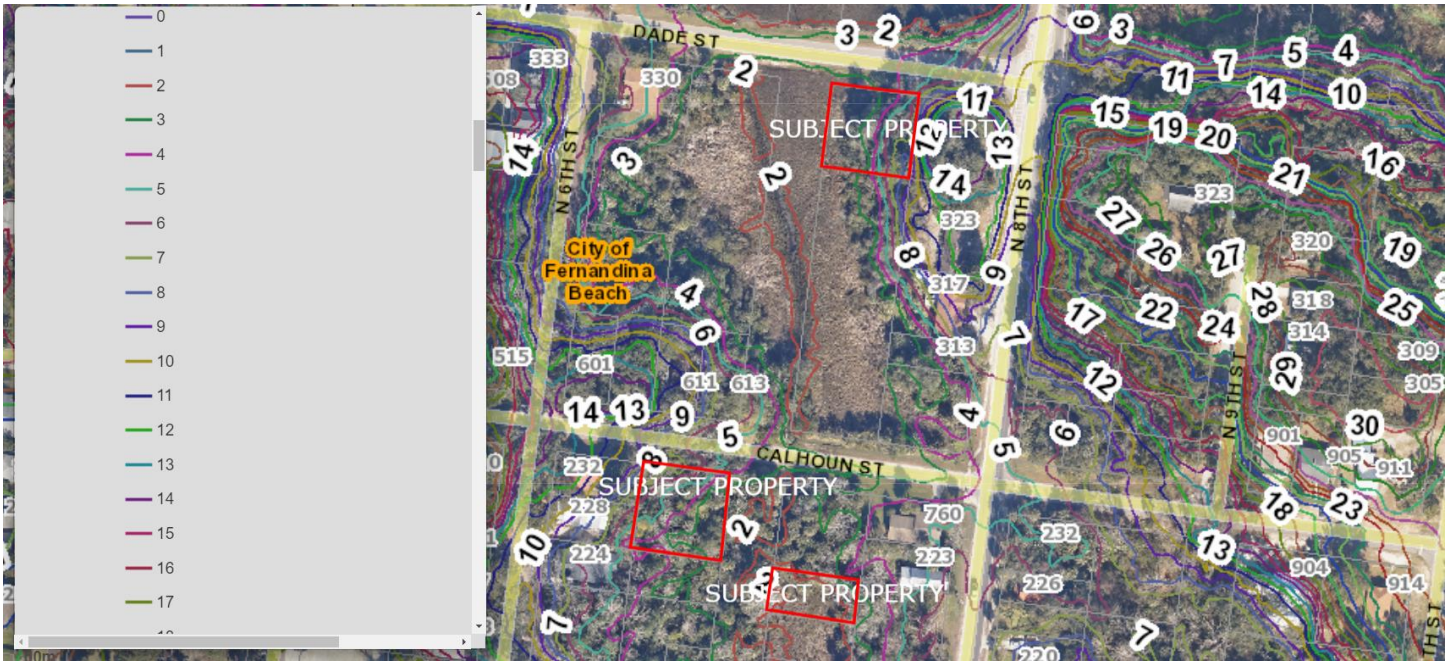
City of Fernandina Beach
N 8TH ST
N 9TH ST
(SFHA) : AE
BFE 9
CALHOUN ST
SUBJECT PROPERTY
SUBJECT PROPERTY

STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

SOILS

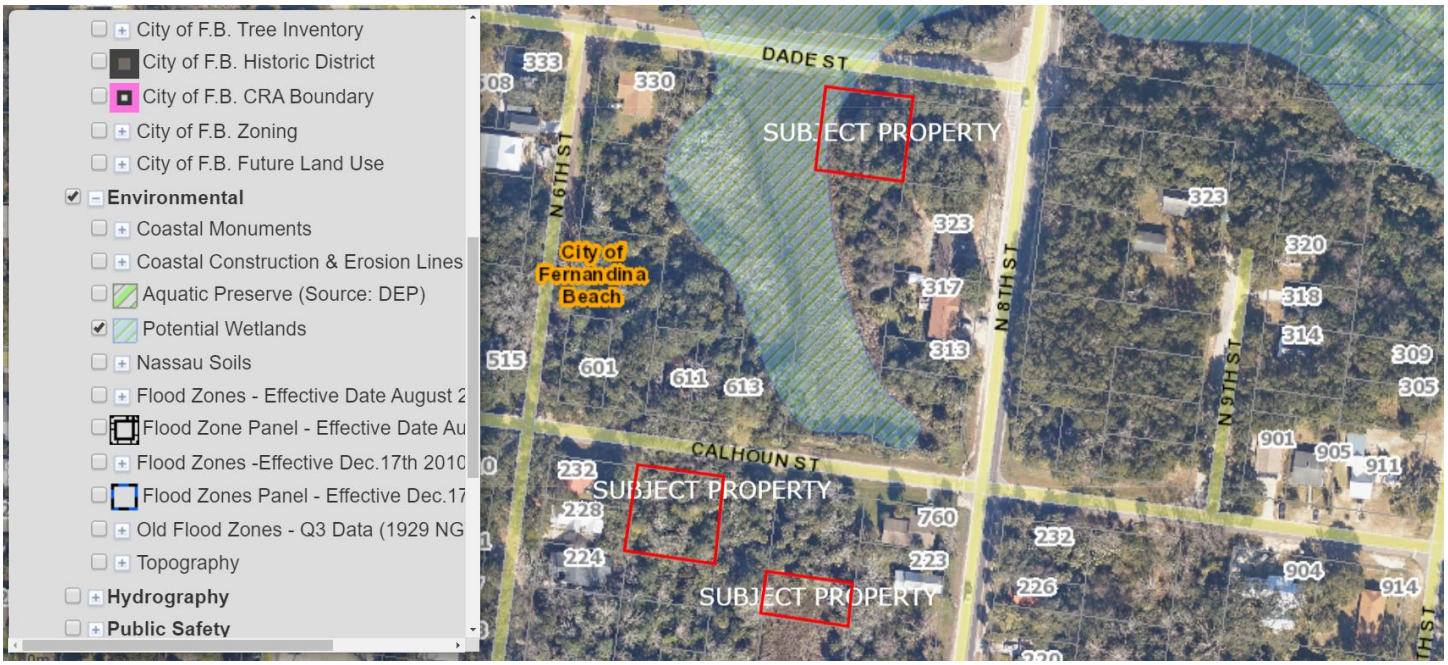


TOPOGRAPHY

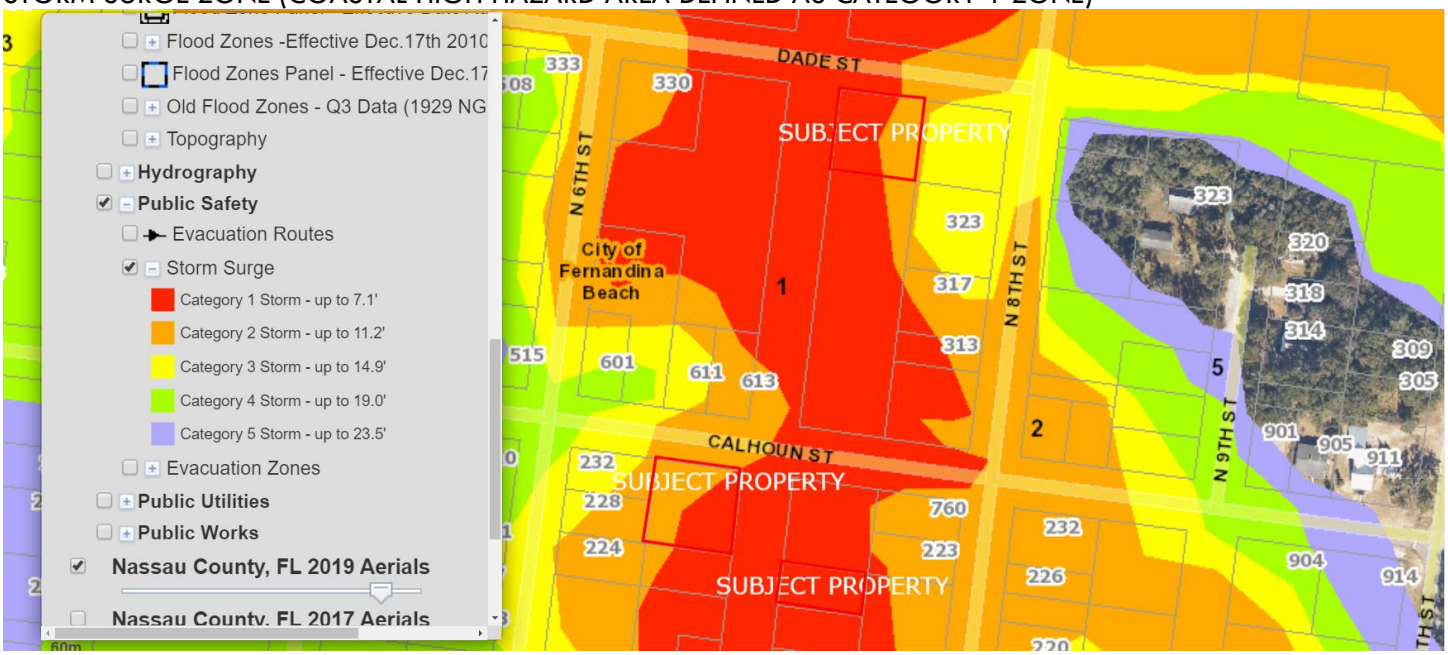


STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

WETLANDS



STORM SURGE ZONE (COASTAL HIGH HAZARD AREA DEFINED AS CATEGORY 1 ZONE)



STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

APPLICATION FOR FUTURE LAND USE MAP + ZONING AMENDMENTS NON-CITY OWNED PARCELS

*** All required application materials have been received. All fees have been paid. All required notices have been made. All copies of required materials are part of the official record and have been made available on the City's website and at the Department of Planning and Conservation. ***

APPLICATION & SURROUNDING AREA INFORMATION:

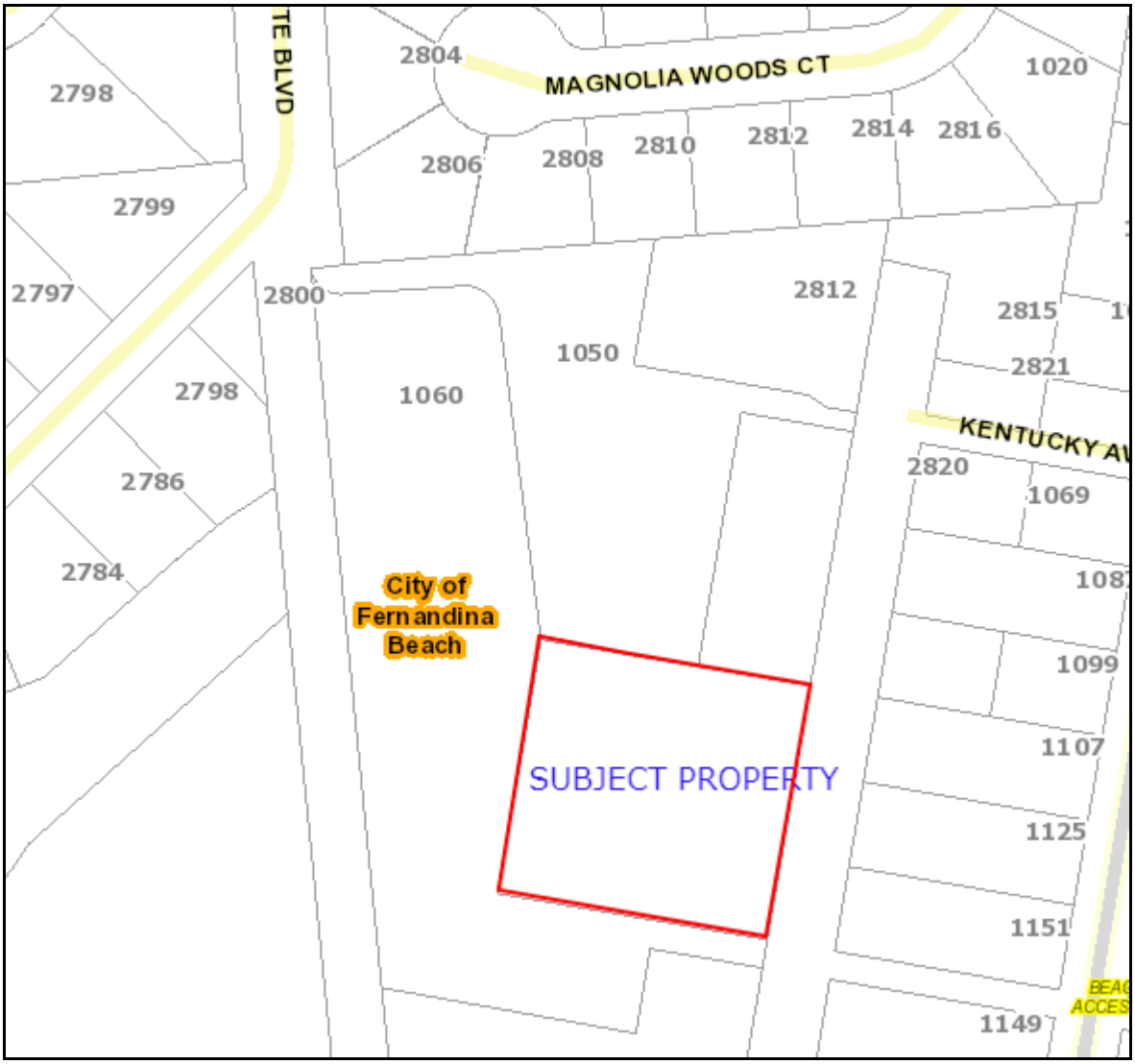
PARCEL ID # AND PROPERTY OWNER:	00-00-31-1540-0017-0020 STATE OF FLORIDA				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change (In accordance with action directed under Ord. 2019-05)				
LOCATION AND DESCRIPTION OF SITE:	1st Avenue – Vacant/Undisturbed				
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:	Flood zone	Potential Wetlands	Avg. Topography	Soil Type	Coastal Upland Protection Zone
	AE	YES	0' to 3'	Muck + Fine Sand	NO
ADJACENT PROPERTIES:	Direction	Existing Use(s)	Year Built	Zoning	FLUM
	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;				

	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

PROPERTY BOUNDARY



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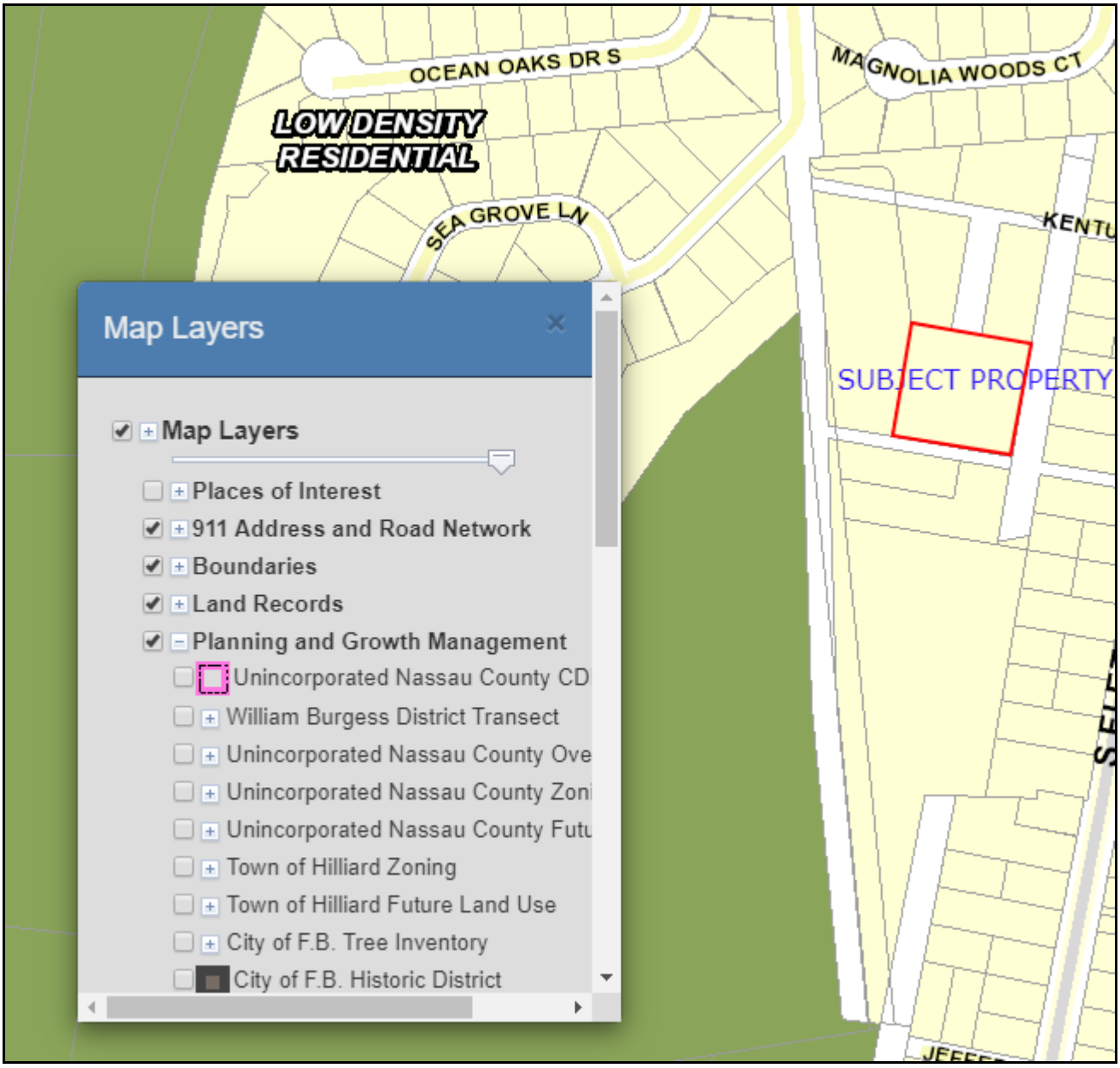
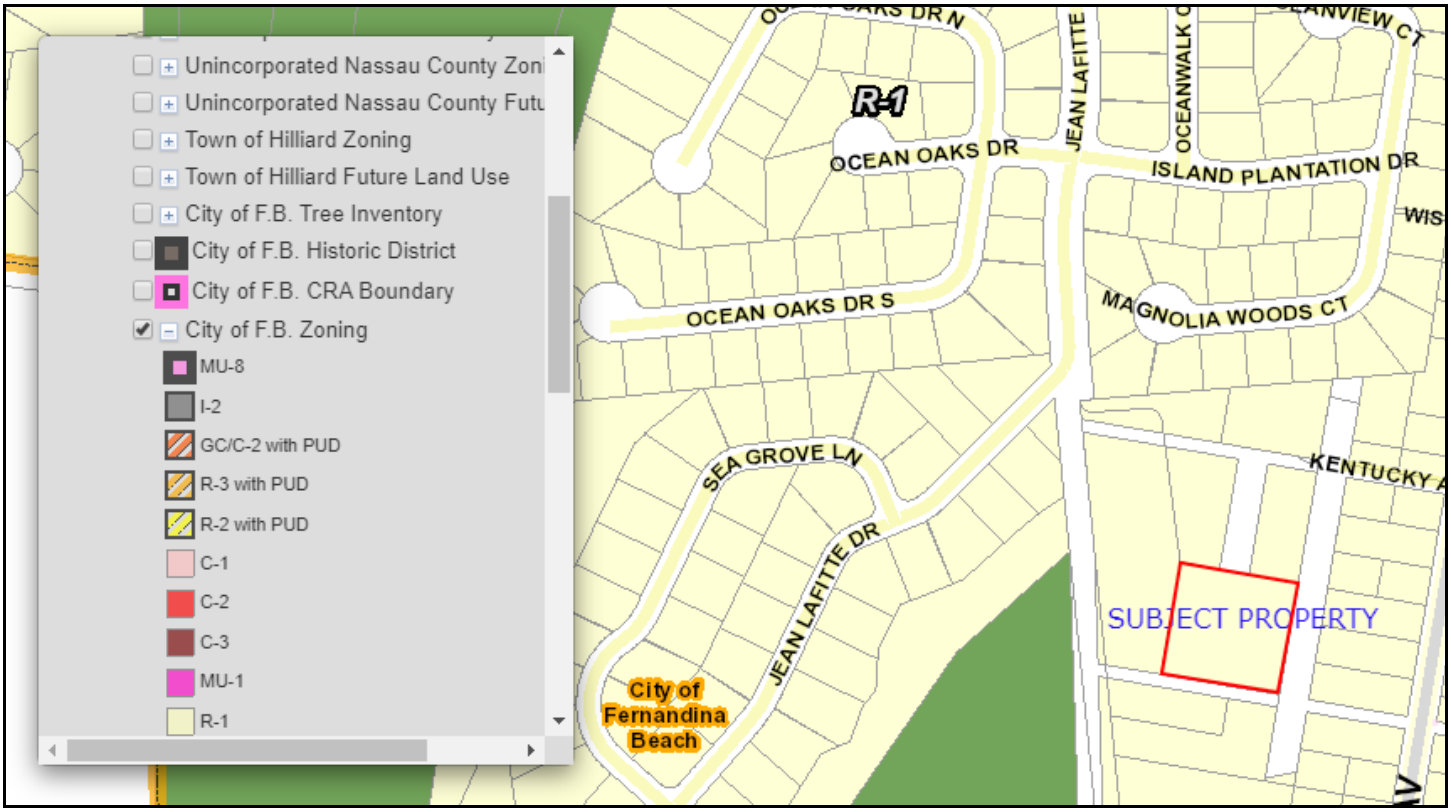


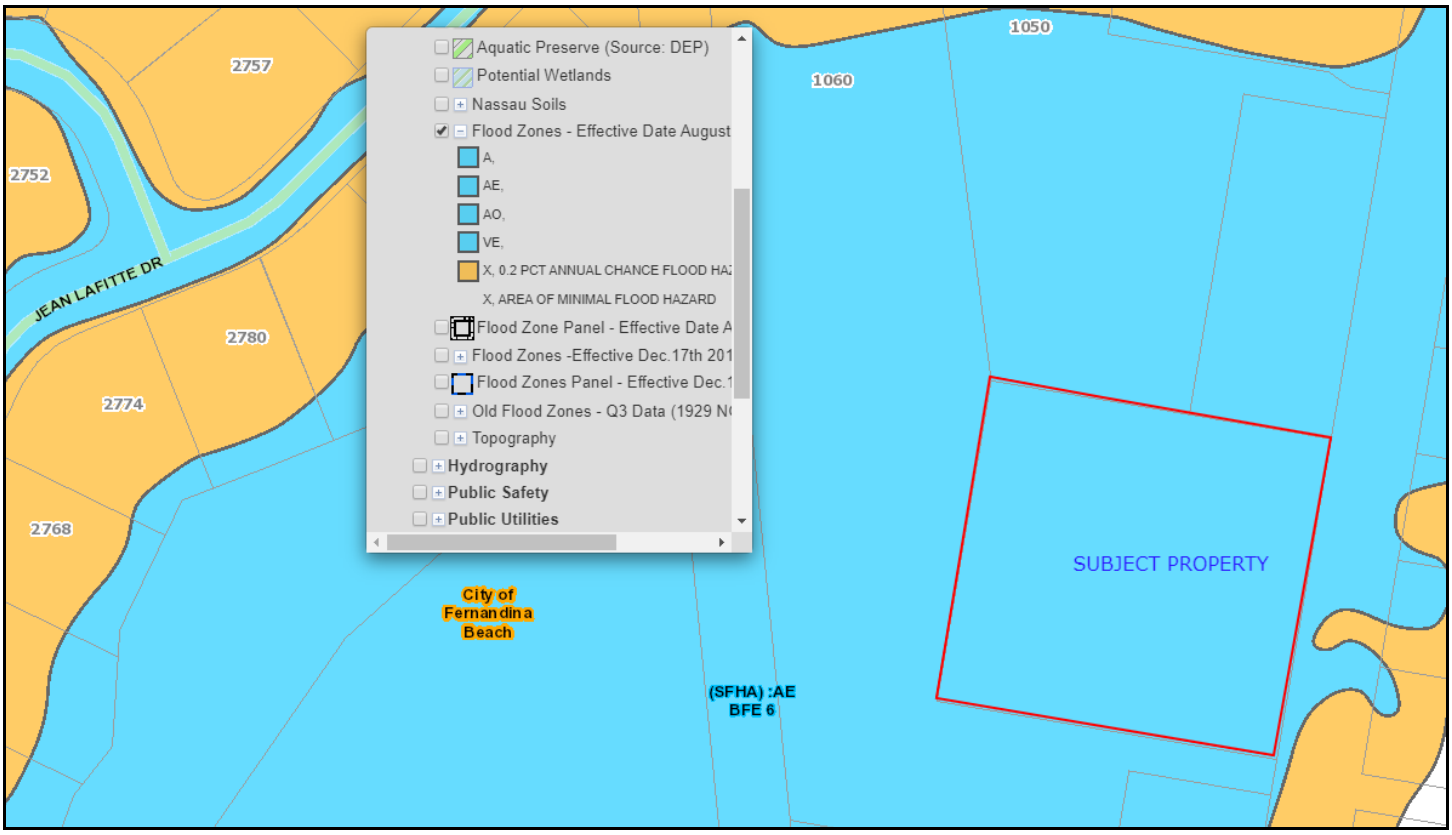
AND

STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

ZONING



FLOODZONE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JEAN LAFITTE DR
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Aquatic Preserve (Source: DEP)
Potential Wetlands
Nassau Soils
Flood Zones - Effective Date August
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Flood Zones -Effective Dec.17th 201
Flood Zones Panel - Effective Dec.1
Old Flood Zones - Q3 Data (1929 N
Topography
Hydrography
Public Safety
Public Utilities
City of Fernandina Beach
(SFHA) :AE
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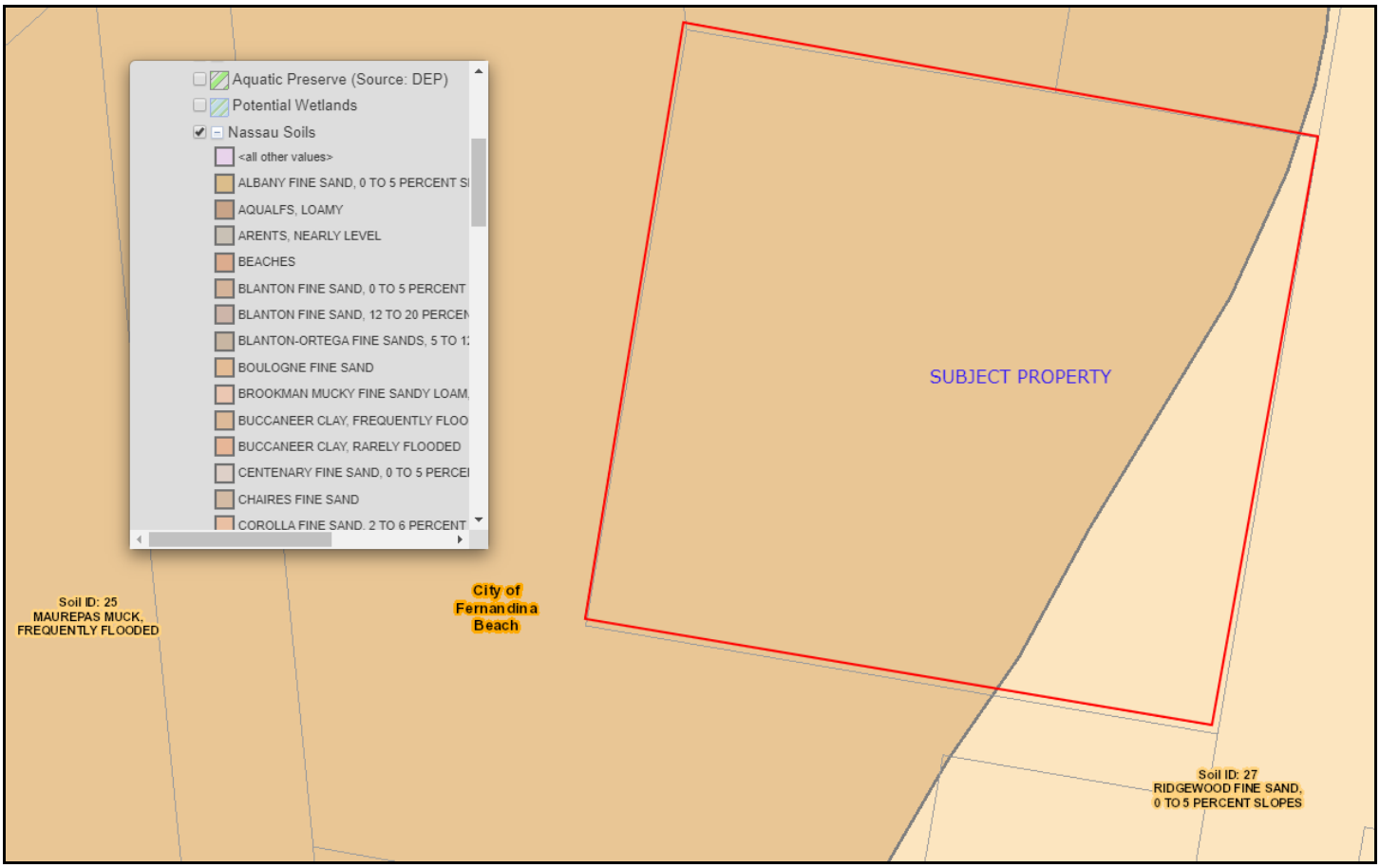
SUBJECT PROPERTY

SOILS


Aquatic Preserve (Source: DEP)
Potential Wetlands
Nassau Soils
<all other values>
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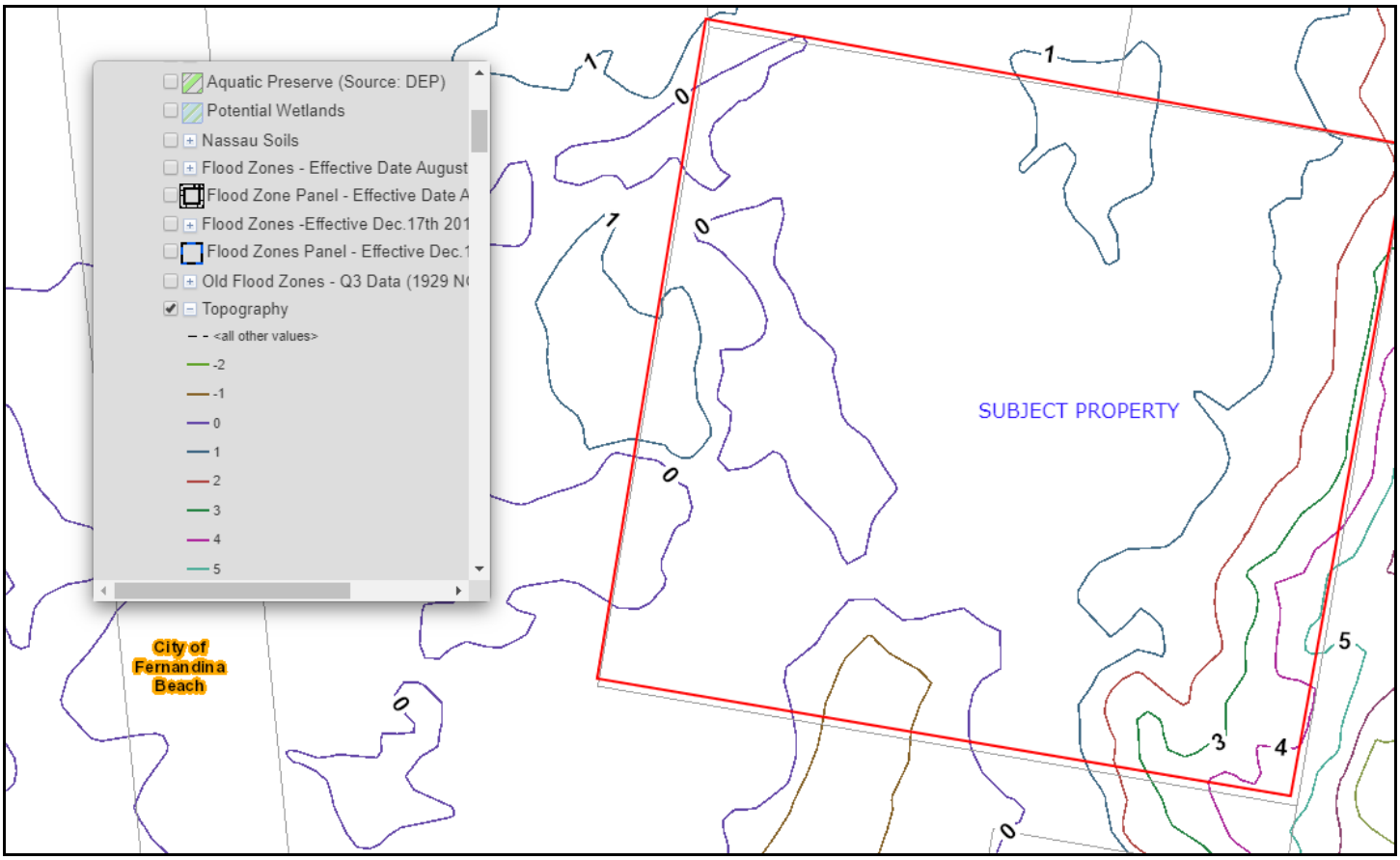
AQUALFS, LOAMY
ARENTS, NEARLY LEVEL
BEACHES
BLANTON FINE SAND, 0 TO 5 PERCENT
BLANTON FINE SAND, 12 TO 20 PERCEN
BLANTON-ORTEGA FINE SANDS, 5 TO 1
BOULOGNE FINE SAND
BROOKMAN MUCKY FINE SANDY LOAM,
BUCCANEER CLAY, FREQUENTLY FLOO
BUCCANEER CLAY, RARELY FLOODED
CENTENARY FINE SAND, 0 TO 5 PERCEI
CHAIRES FINE SAND
COROLLA FINE SAND, 2 TO 6 PERCENT
SUBJECT PROPERTY
Soil ID: 25
MAUREPAS MUCK,
FREQUENTLY FLOODED
City of
Fernandina
Beach
Soil ID: 27
RIDGEWOOD FINE SAND,
0 TO 5 PERCENT SLOPES

TOPOGRAPHY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Old Flood Zones - Q3 Data (1929 N
Topography
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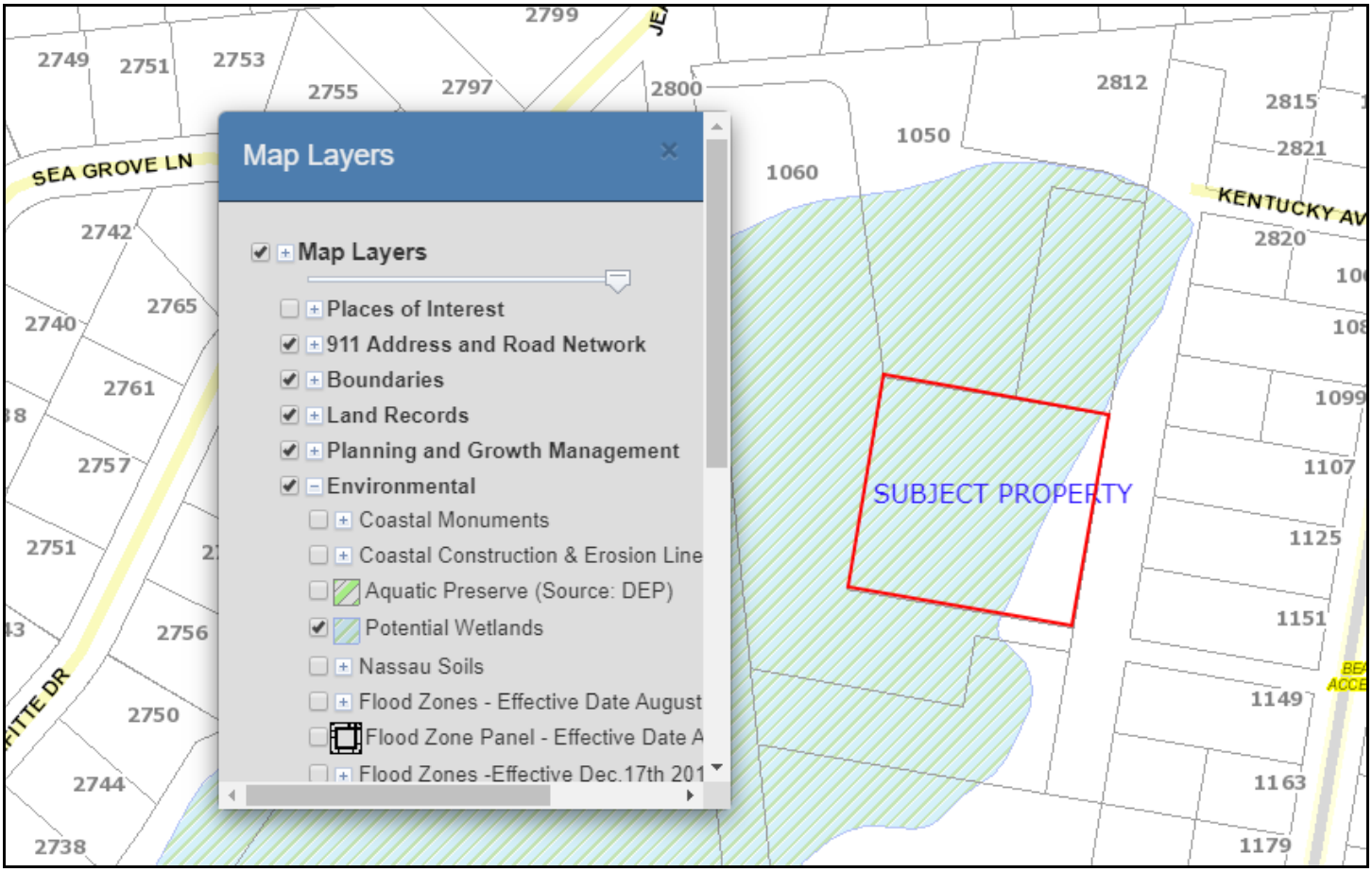
SUBJECT PROPERTY
City of Fernandina Beach

WETLANDS


Map Layers
Map Layers
Places of Interest
911 Address and Road Network
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Planning and Growth Management
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Coastal Monuments
Coastal Construction & Erosion Line
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Flood Zones -Effective Dec.17th 201
SUBJECT PROPERTY
SEA GROVE LN
KENTUCKY AV
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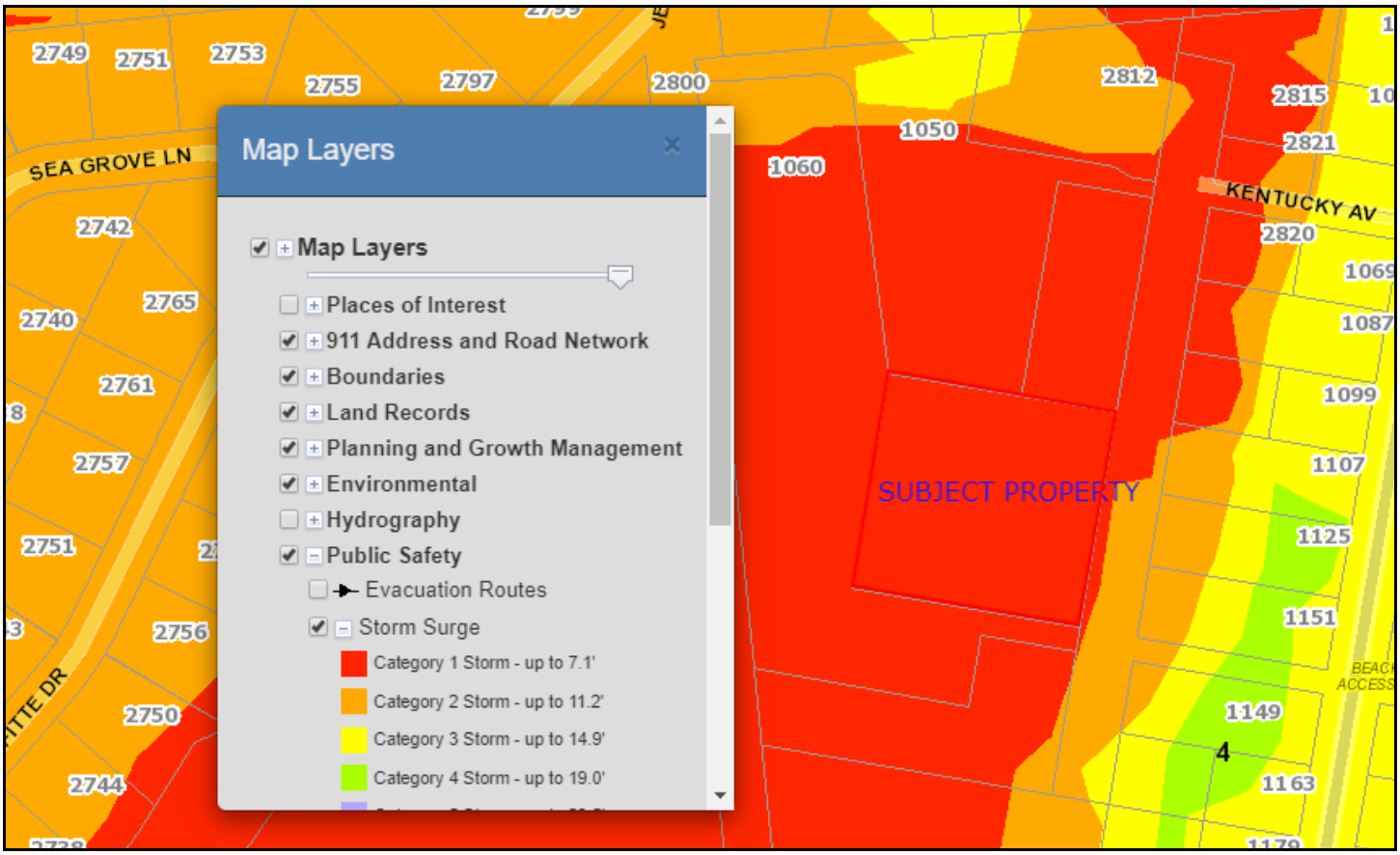
STORM SURGE ZONE (COASTAL HIGH HAZARD AREA DEFINED AS CATEGORY 1 ZONE)



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:	MEDIIUM DENSITY RESIDENTIAL R-2				
PROPOSED LAND USE + ZONING:	Conservation + CON				
EXISTING USES ON SITE:	Vacant/ Undisturbed				
PROPERTY SIZE:	1.3				
ENVIRONMENTAL CHARACTERISTICS:	Flood zone	Potential Wetlands	Avg. Topography	Soil Type	Coastal Upland Protection Zone
	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:	Direction	Existing Use(s)	Year Built	Zoning	FLUM
	North	Vac Govern	n/a	REC	Recreation
	South	Single Fam	*1968*	R-2	Medium Density Residential
	East	Single Fam	1980-2010	R-2	Medium Density Residential
	West	Vac Govern	n/a	REC/CON	Recreation/Conservation

STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

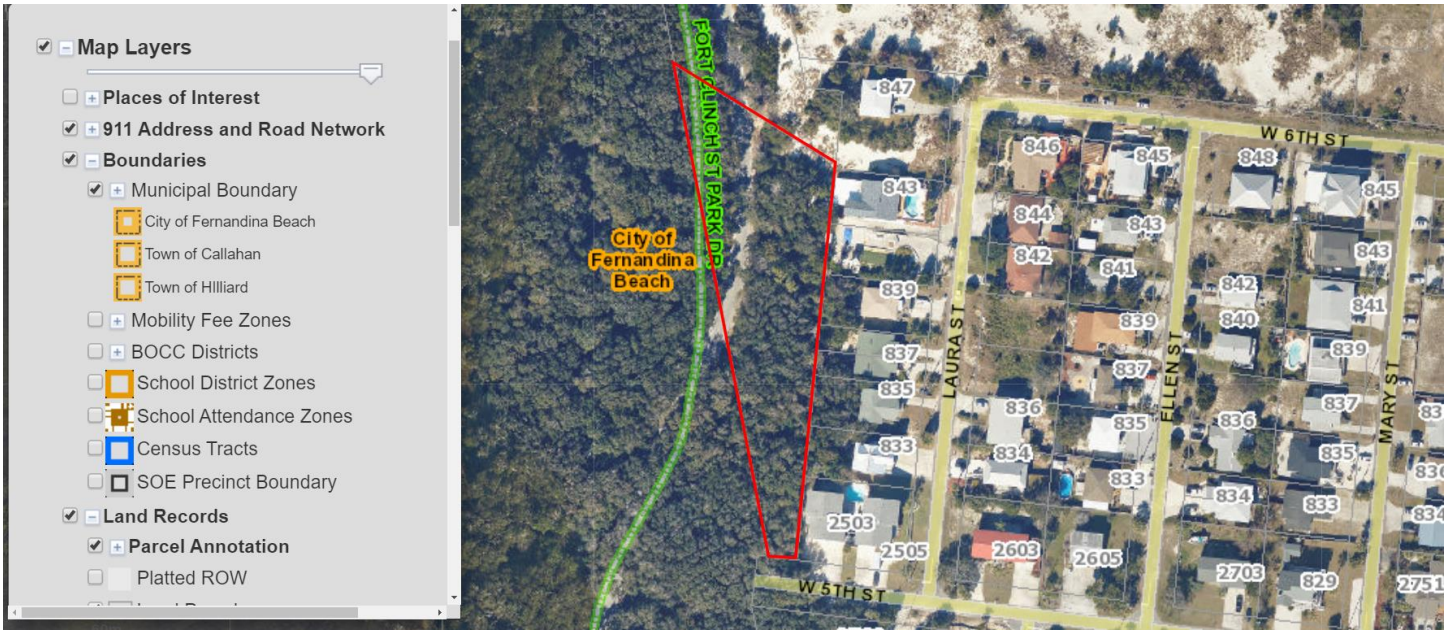
APPLICABLE COMPREHENSIVE PLAN POLICIES:	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering); 1.07.15 (conservation land use category); Objective 5.08 (Wetlands Protection and Preservation) and all policy statements which follow; Objective 5.10 (Wildlife Planning) and specific policies 5.10.01, 5.10.02, 5.10.05 5.14.09 (development standards for environmentally sensitive and conservation lands); Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands); 6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) Reference: www.fbfl.us/Compplan
APPLICABLE LAND DEVELOPMENT CODE SECTIONS:	2.00.03 (Establishment of district boundary); 2.01.20 (CON zoning district); 3.02.06 (Land Uses within Areas of Special Flood Hazard); 3.03.00 (Wetland Protection); 4.05.00 (Landscaping, Buffers, and Tree Protection); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) Reference: www.fbfl.us/LDC
STAFF RECOMMENDATION:	Staff finds the requested amendments to be sufficiently compliant with the Comprehensive Plan, Land Development Code, and established City Commission Goal to increase conservation land use and zoning acreage. Staff recommends approval of the request.

Submitted by:

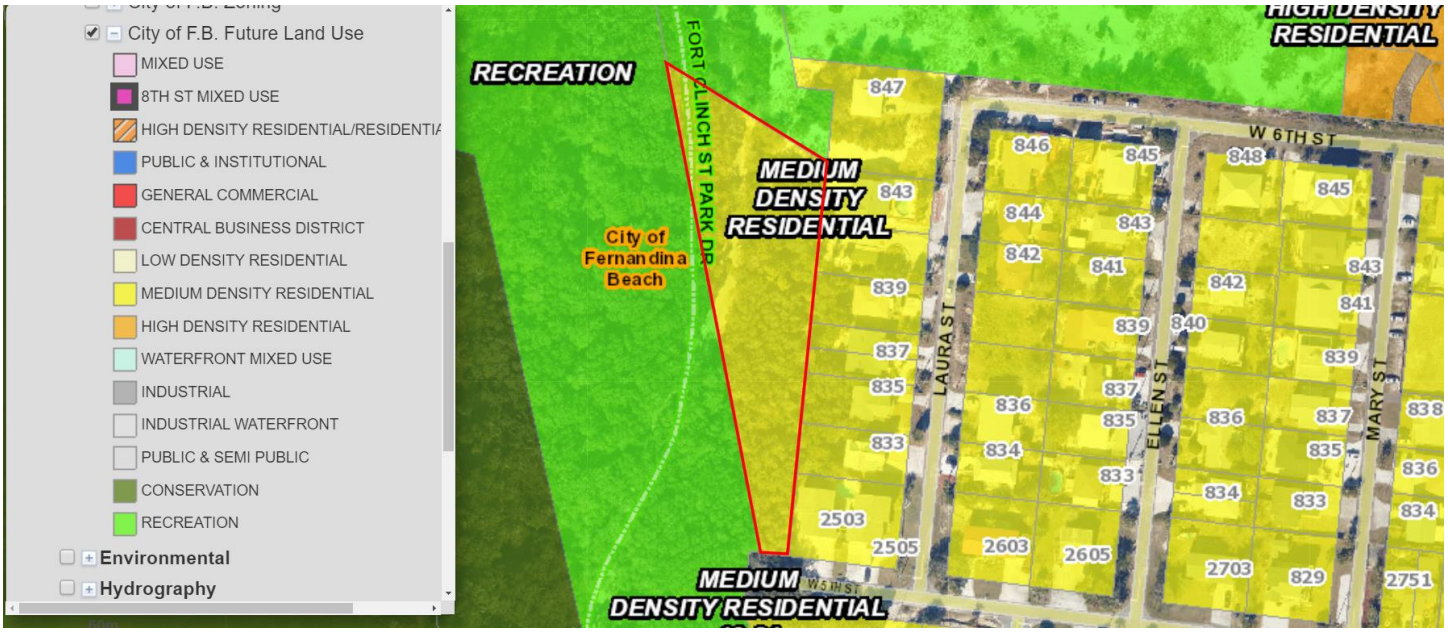
Kelly N. Gibson, AICP
Director

STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

PROPERTY BOUNDARY

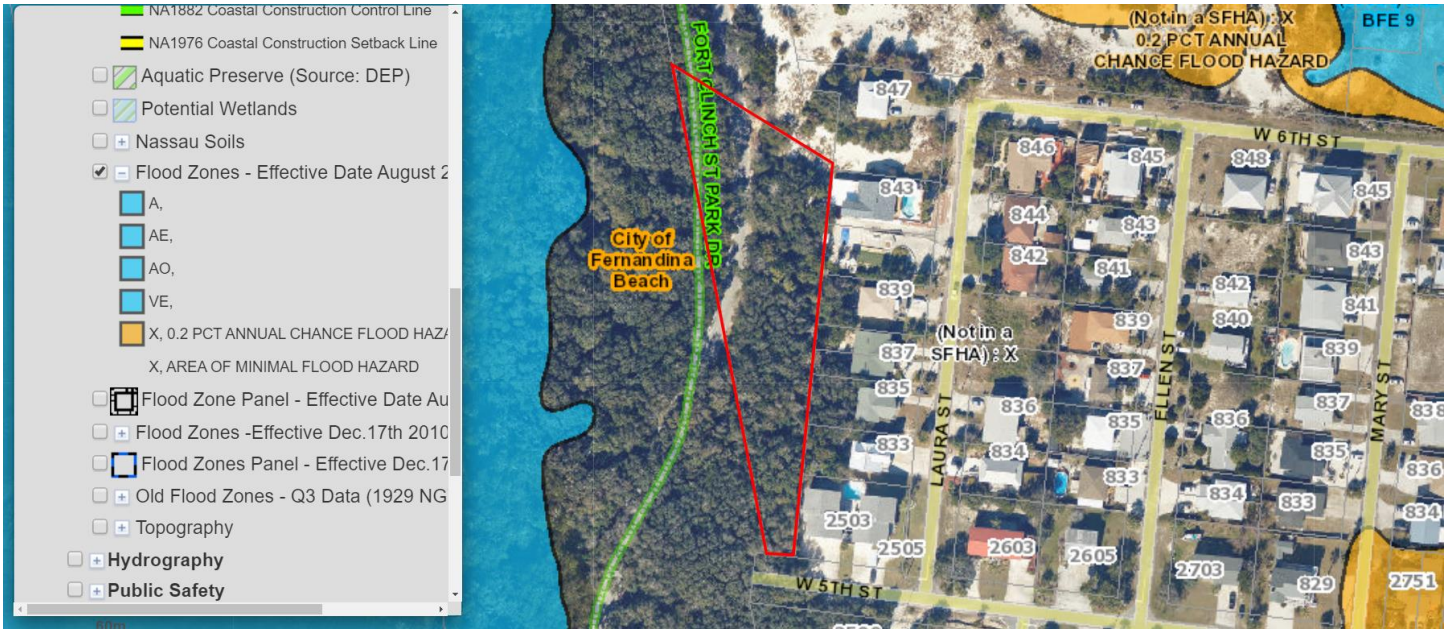


CURRENT LAND USE AND ZONING



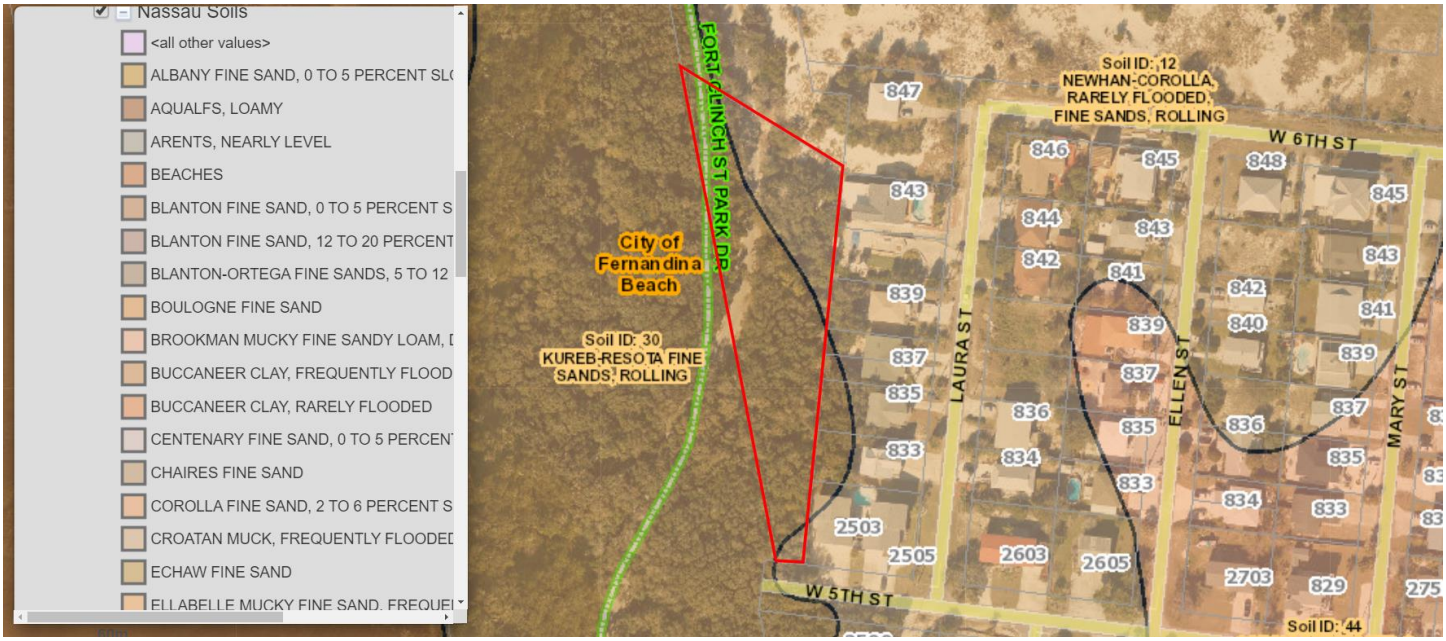
STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

FLOODZONE

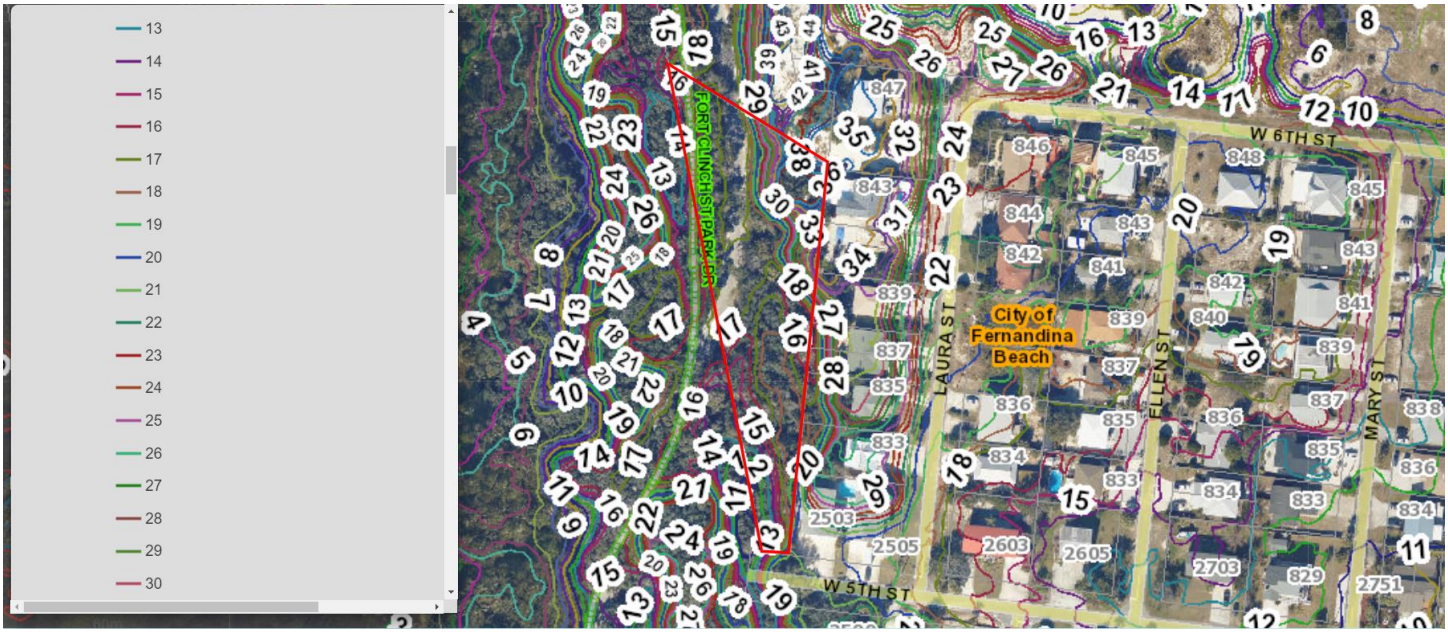


STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

SOILS



TOPOGRAPHY



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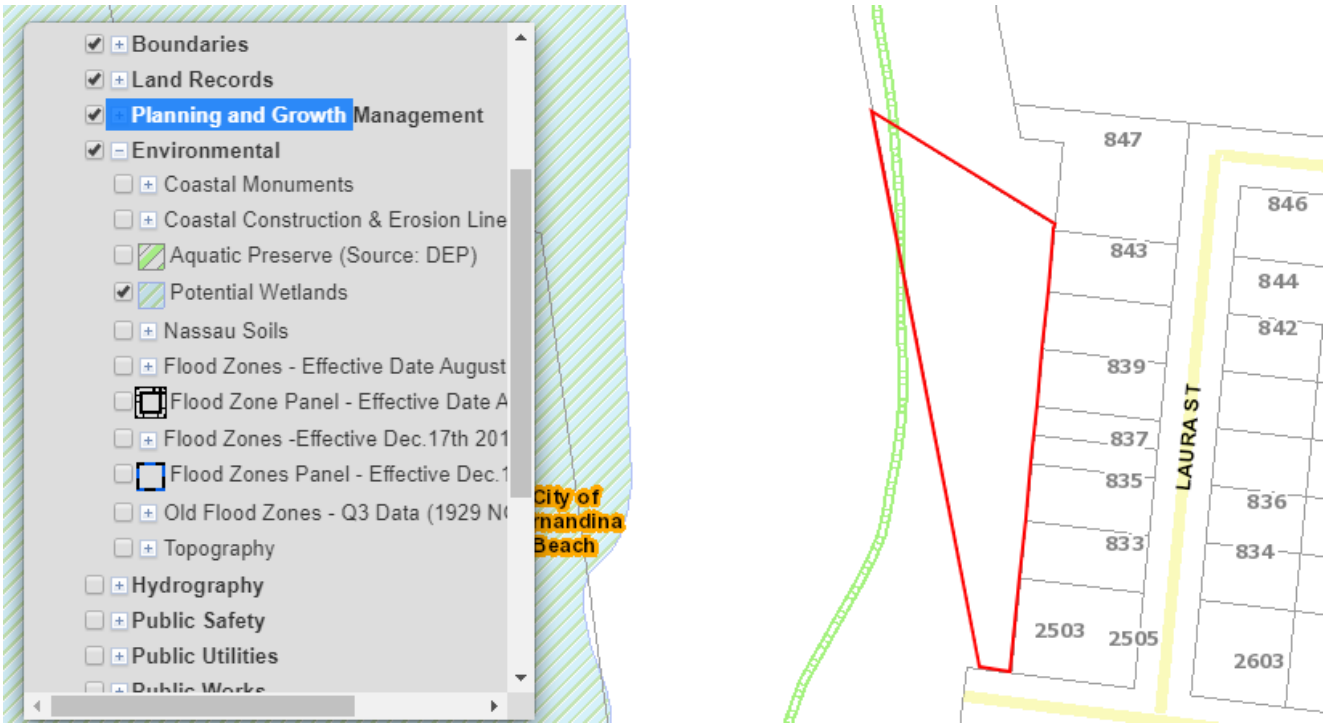
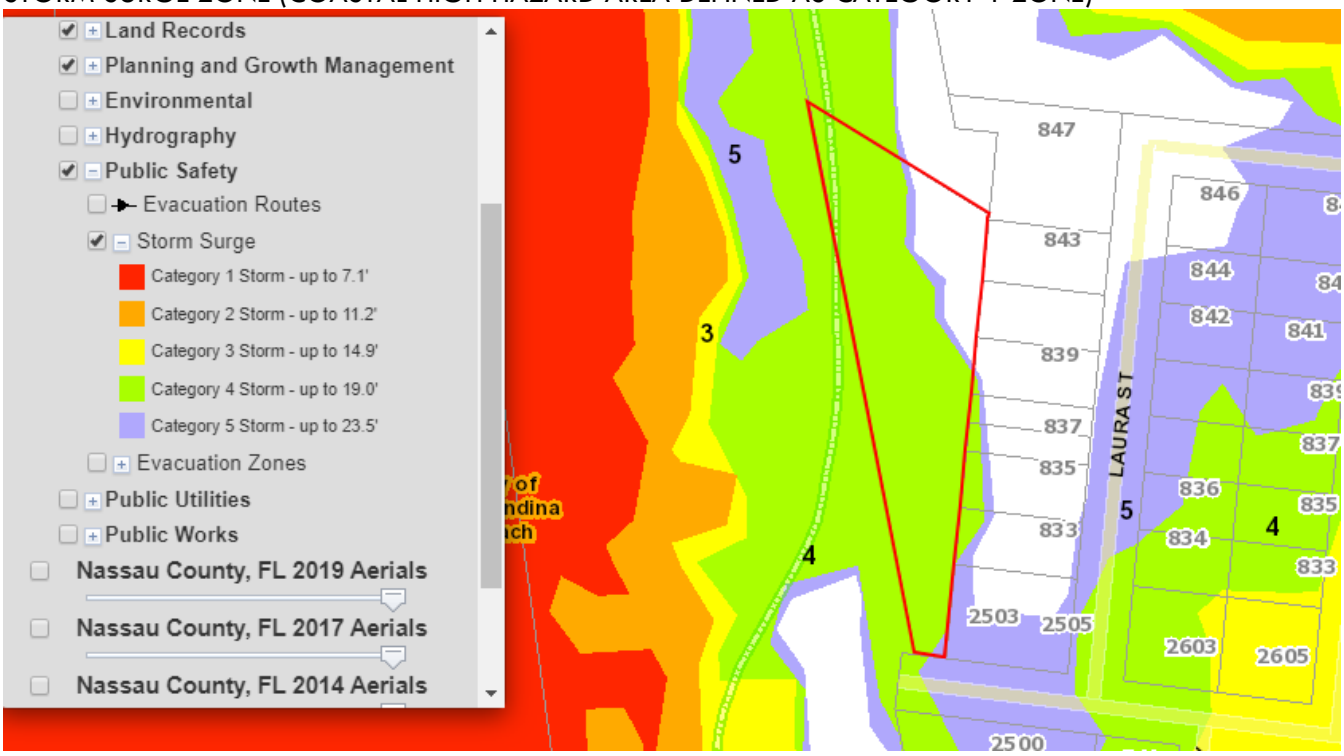
WETLANDS



STORM SURGE ZONE (COASTAL HIGH HAZARD AREA DEFINED AS CATEGORY 1 ZONE)



STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

APPLICATION FOR FUTURE LAND USE MAP + ZONING AMENDMENTS NON-CITY OWNED PARCELS

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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 3rd 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:	Flood zone	Potential Wetlands	Avg. Topography	Soil Type	Coastal Upland Protection Zone
	AE	YES	1' to 2'	Mucky Peat	NO
ADJACENT PROPERTIES:	Direction	Existing Use(s)	Year Built	Zoning	FLUM
	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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Submitted by:

Kelly N. Gibson, AICP
Director

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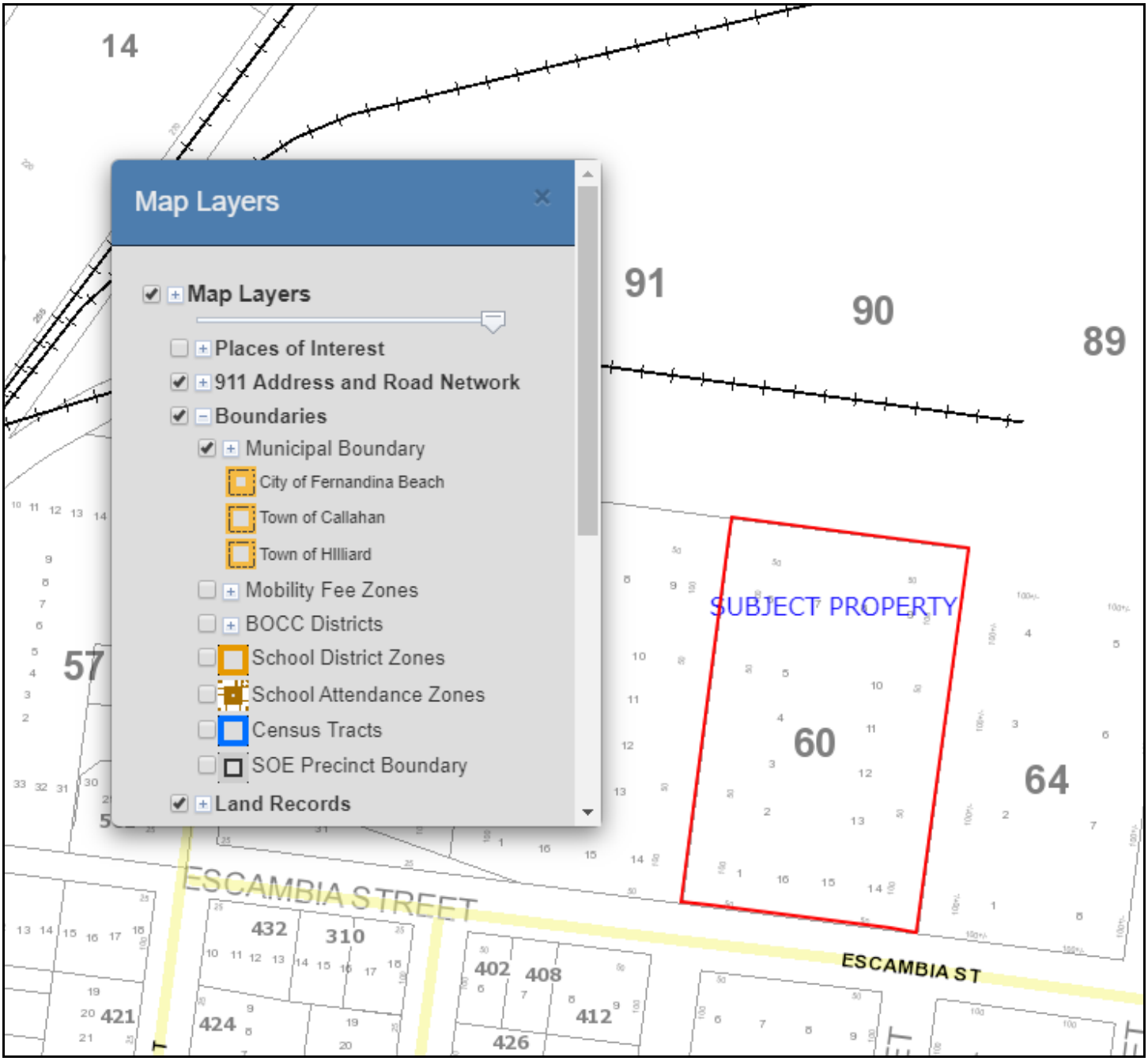
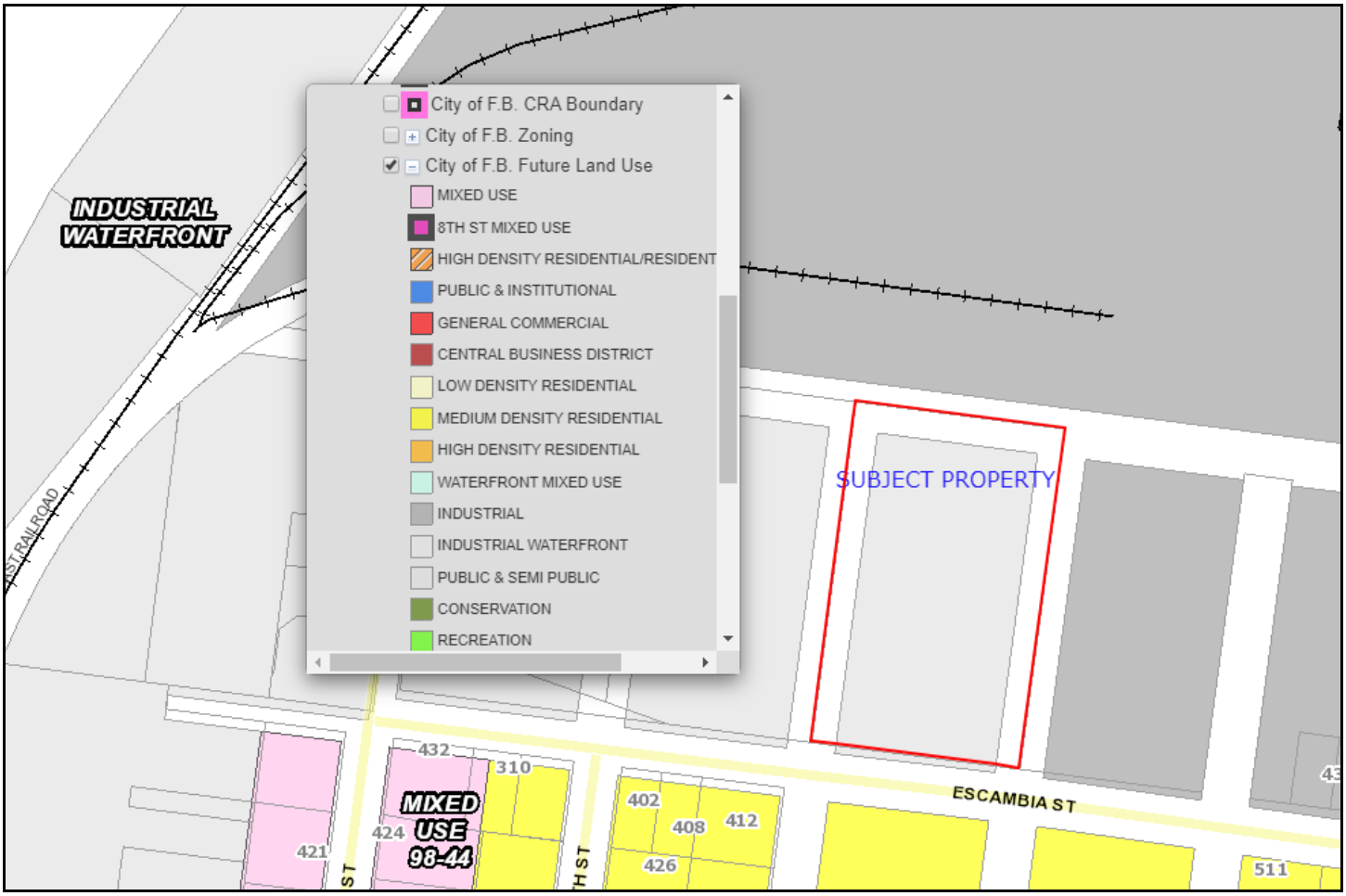
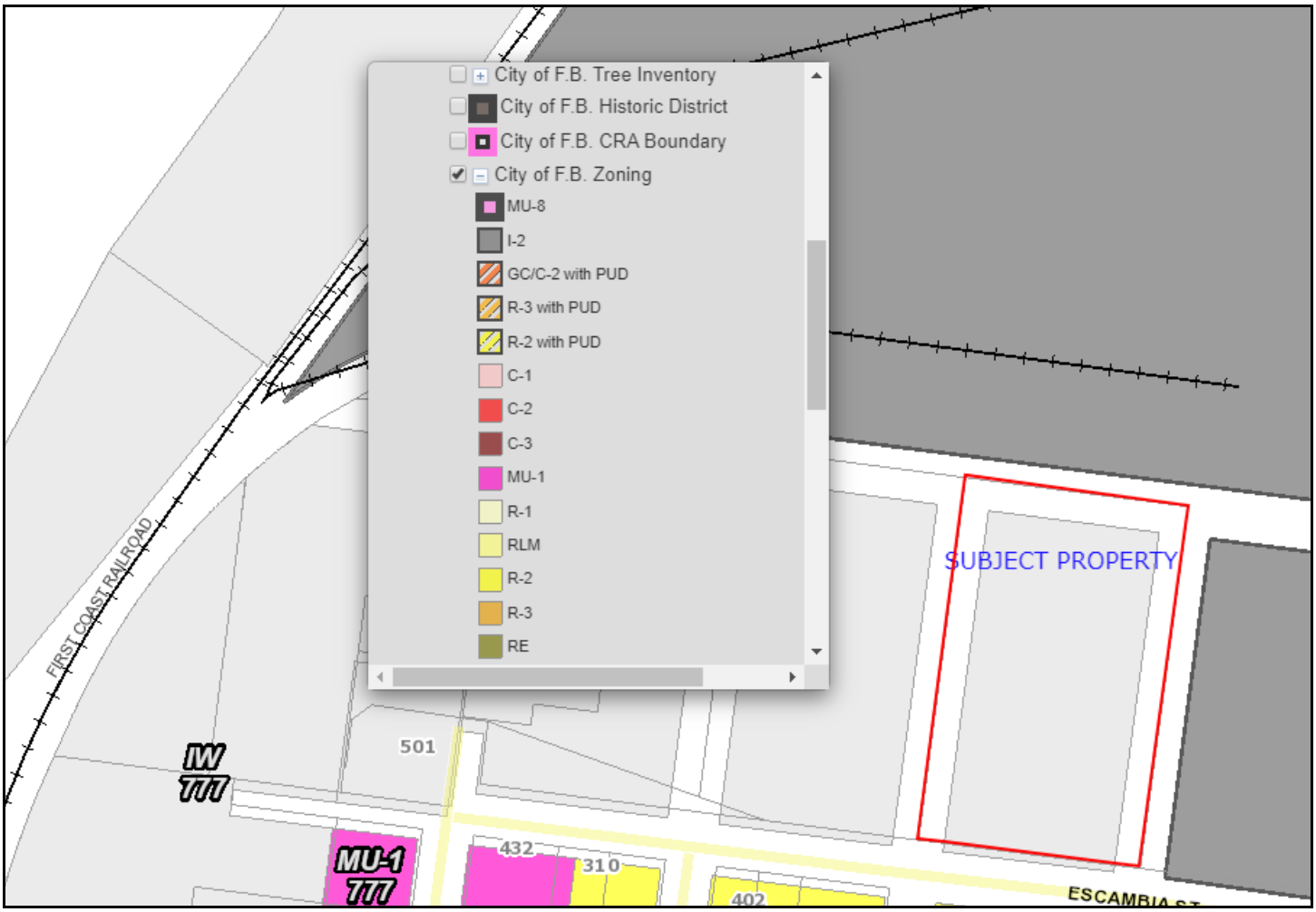


CURRENT LAND USE



ZONING


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
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SUBJECT PROPERTY
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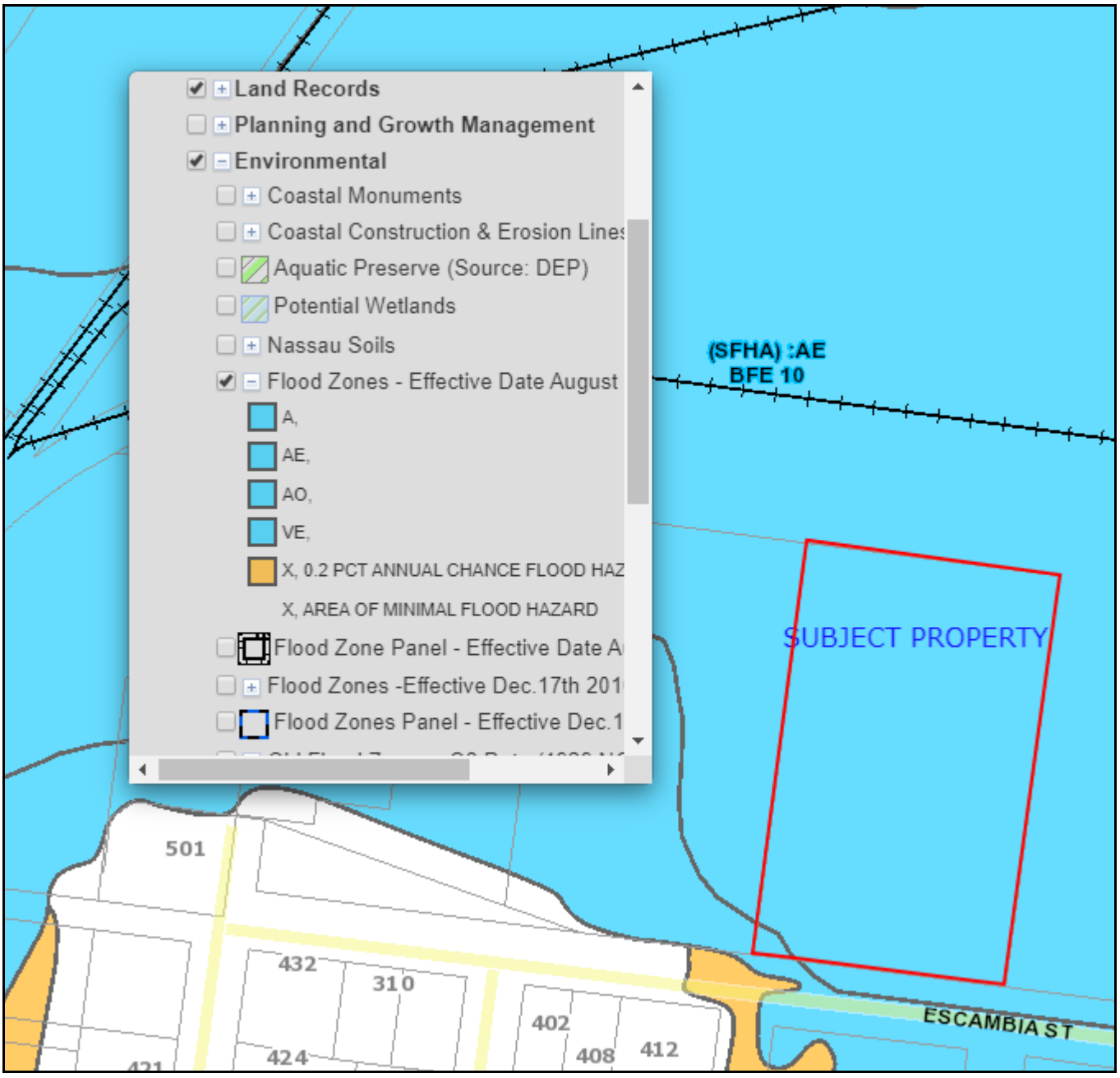
FLOODZONE


Land Records
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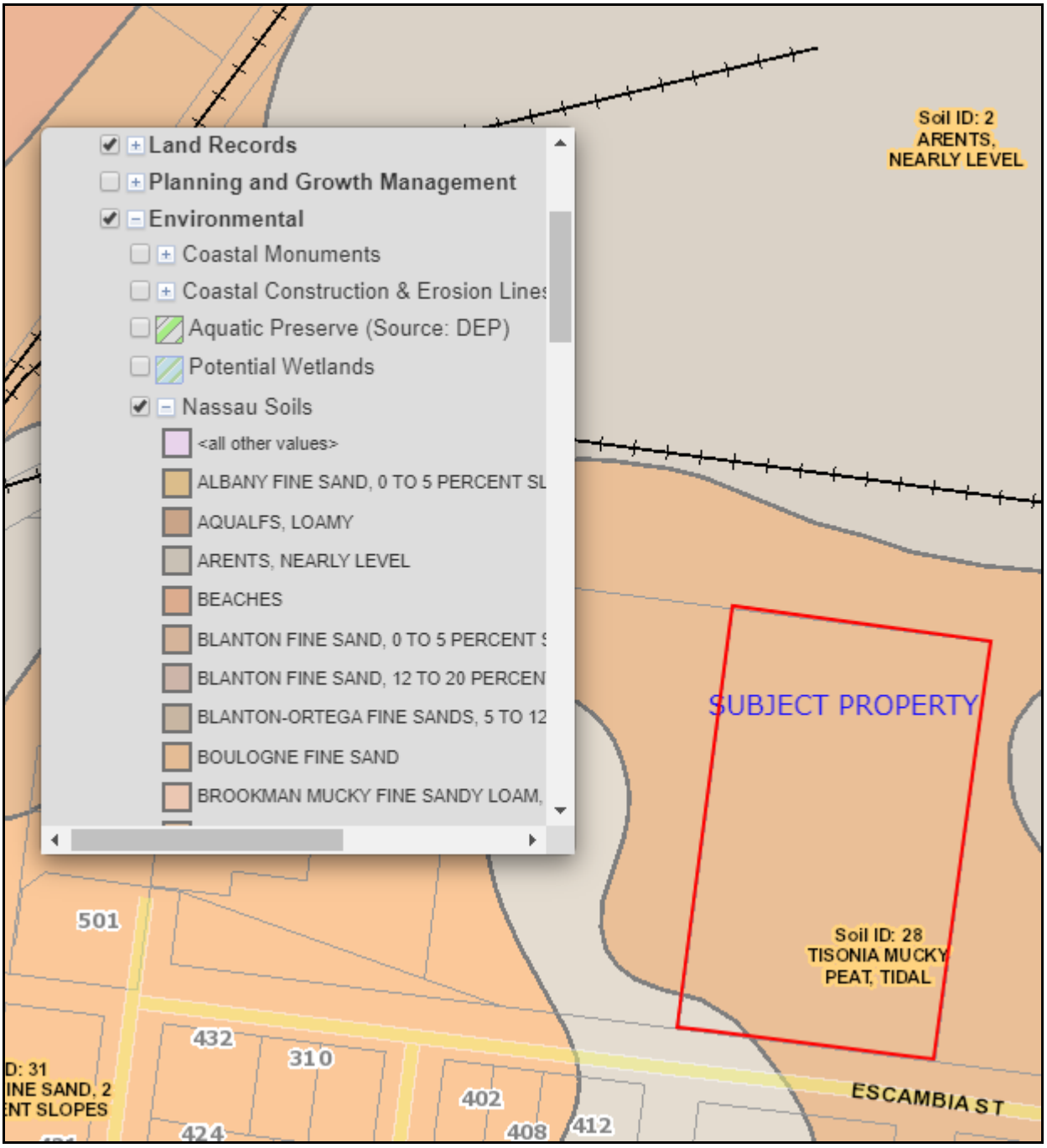
SOILS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BOULOGNE FINE SAND
BROOKMAN MUCKY FINE SANDY LOAM,
Soil ID: 2
ARENTS,
NEARLY LEVEL
SUBJECT PROPERTY
Soil ID: 28
TISONIA MUCKY
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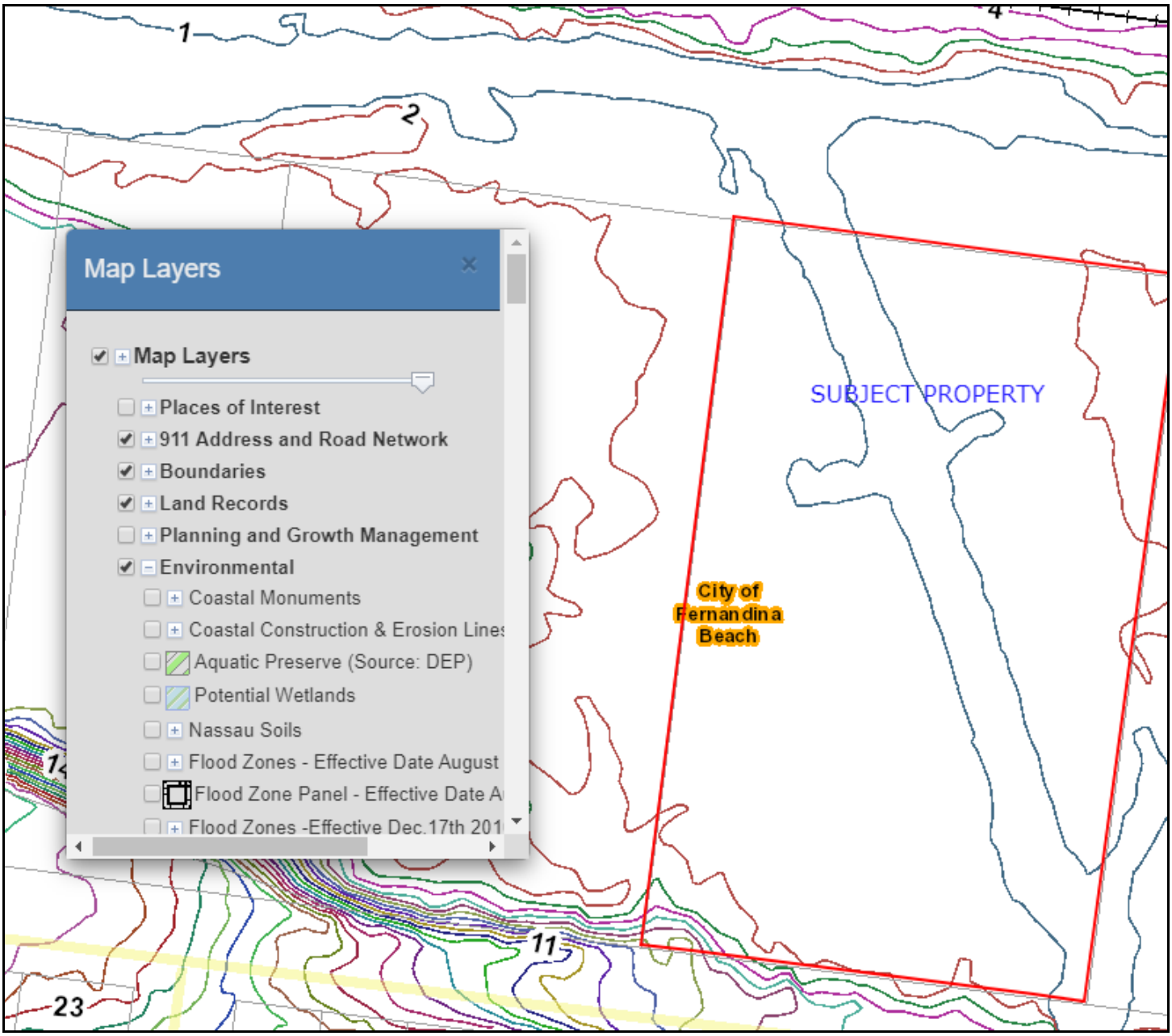
ESCAMBIA ST

TOPOGRAPHY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SUBJECT PROPERTY
City of Fernandina Beach
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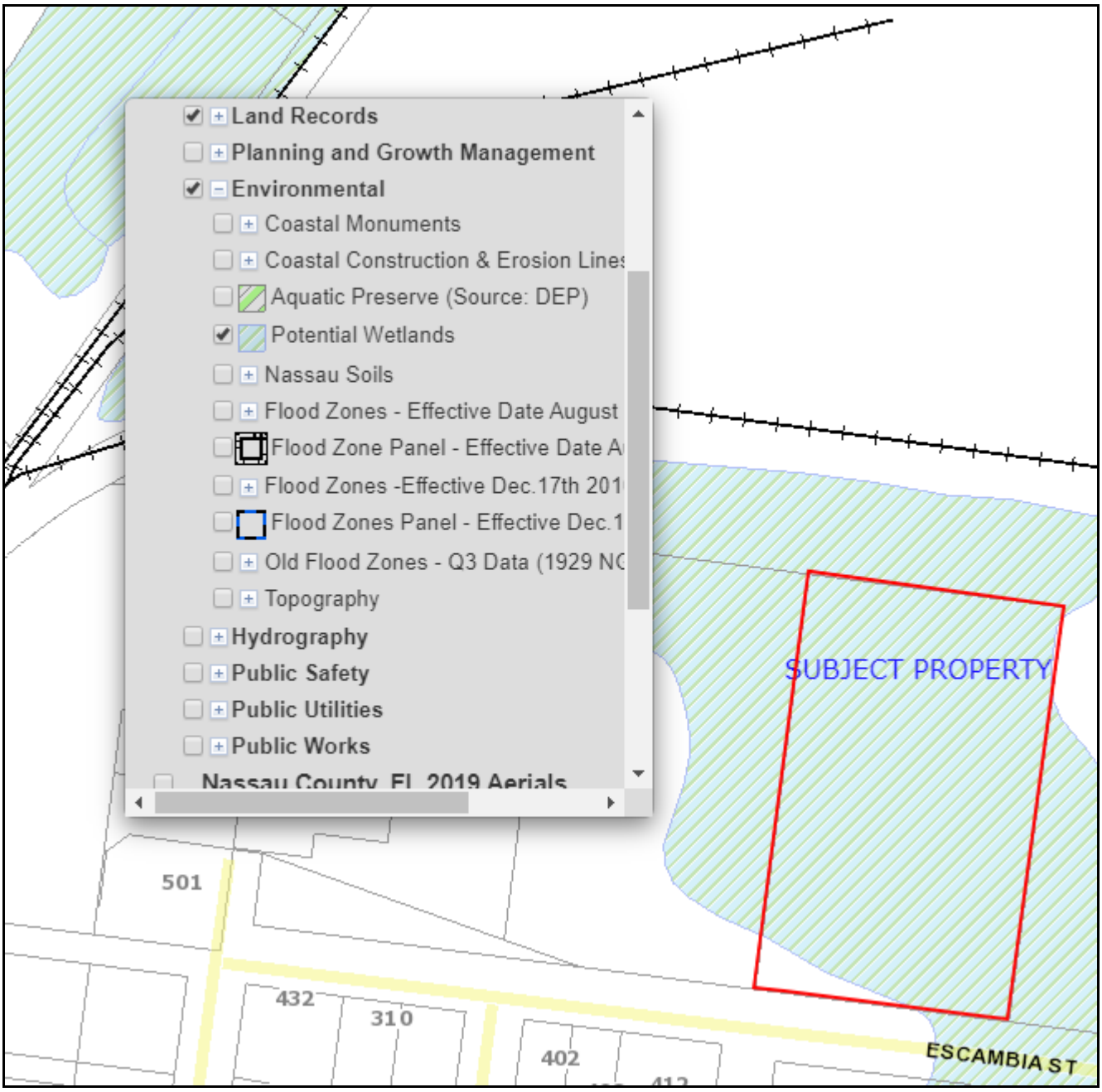
WETLANDS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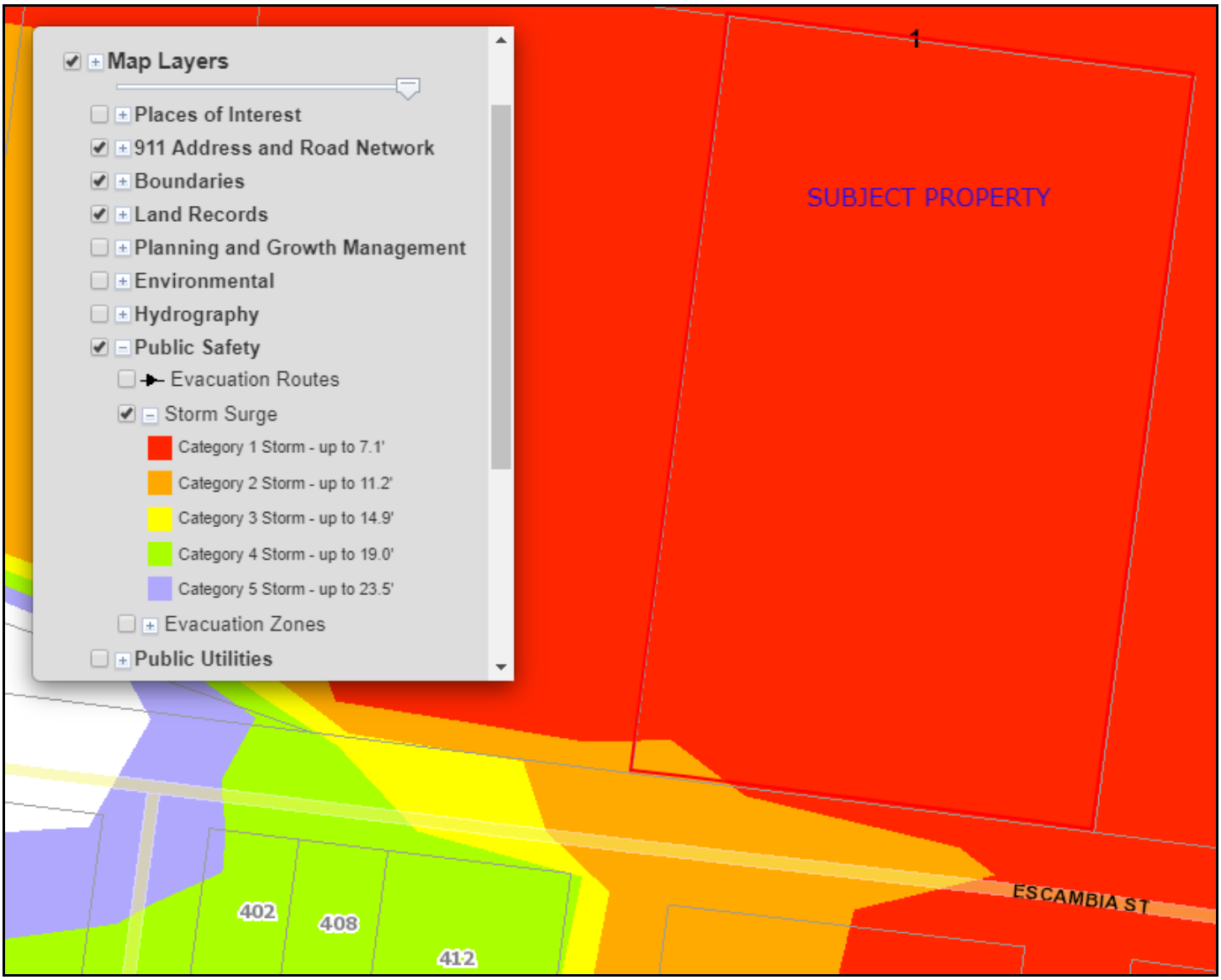

STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

APPLICATION FOR FUTURE LAND USE MAP + ZONING AMENDMENTS NON-CITY OWNED PARCELS

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APPLICATION & SURROUNDING AREA INFORMATION:

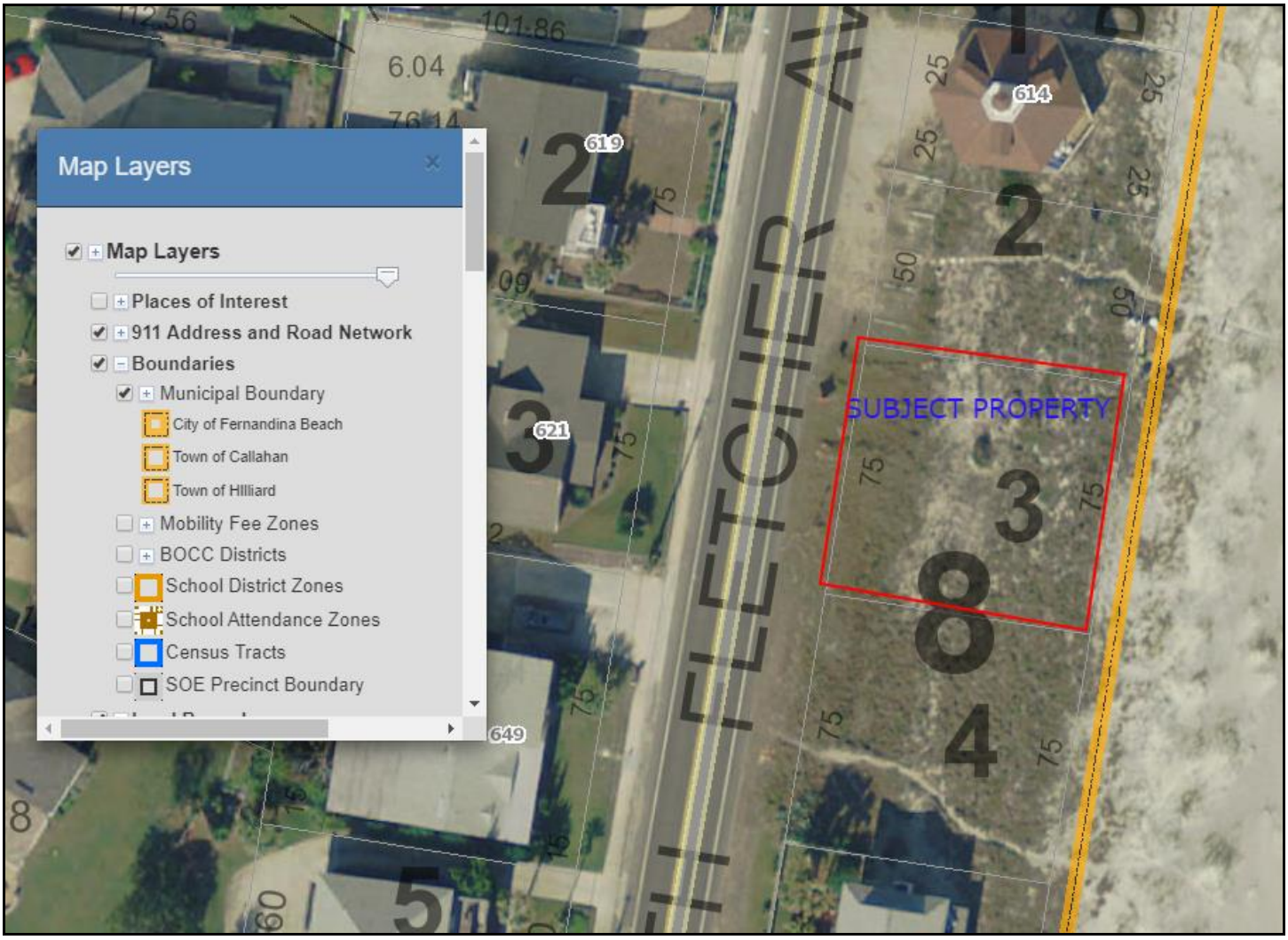
PARCEL ID # AND PROPERTY OWNER:	00-00-31-1520-0008-0030 NASSAU COUNTY				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change (In accordance with action directed under Ord. 2019-05)				
LOCATION AND DESCRIPTION OF SITE:	S. Fletcher Ave / 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:	Flood zone	Potential Wetlands	Avg. Topography	Soil Type	Coastal Upland Protection Zone
	VE	YES	10' to 15'	Fine Sand/Beach	YES
ADJACENT PROPERTIES:	Direction	Existing Use(s)	Year Built	Zoning	FLUM
	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);				

	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.

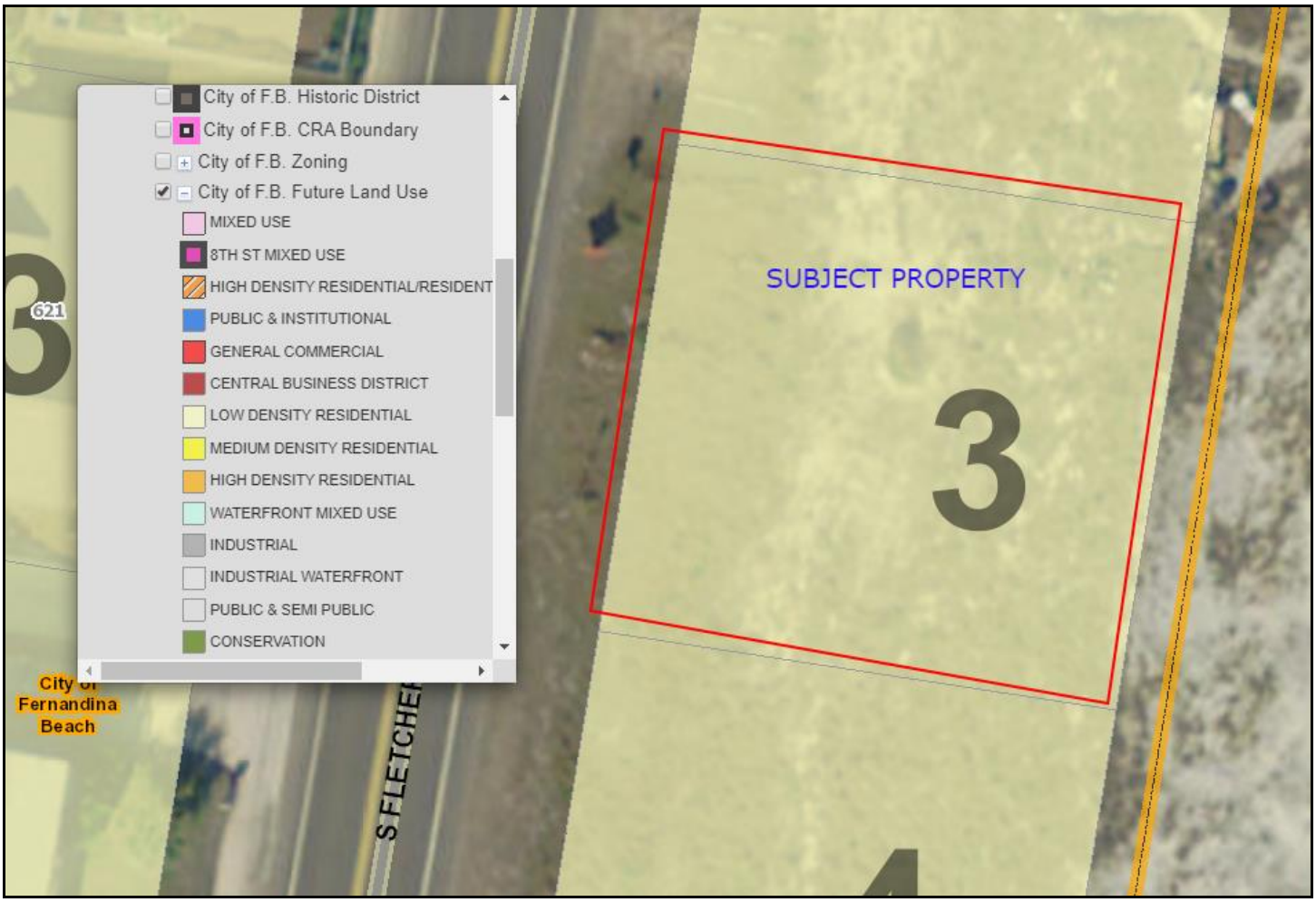
Submitted by:

Kelly N. Gibson, AICP
Director

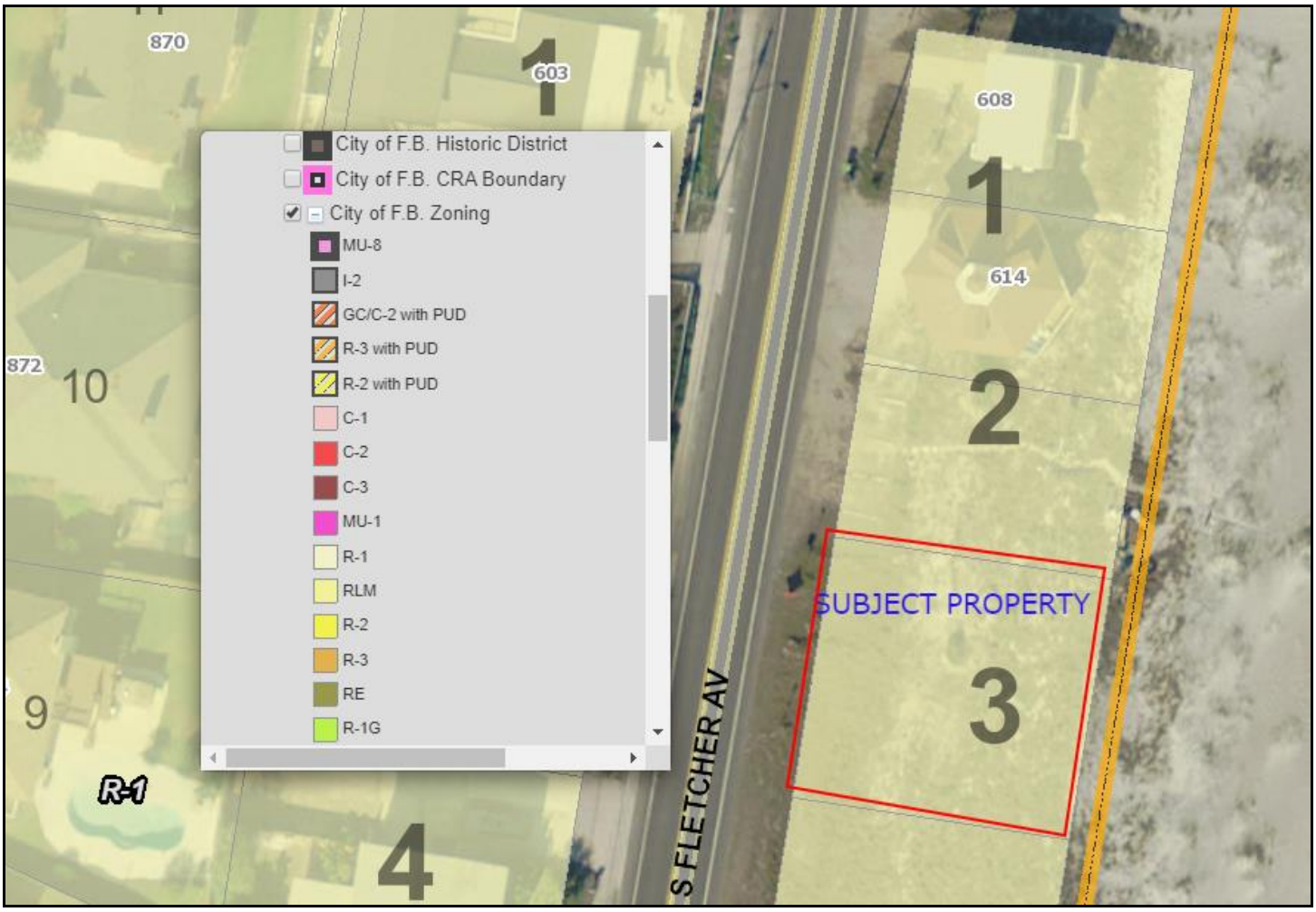
PROPERTY BOUNDARY



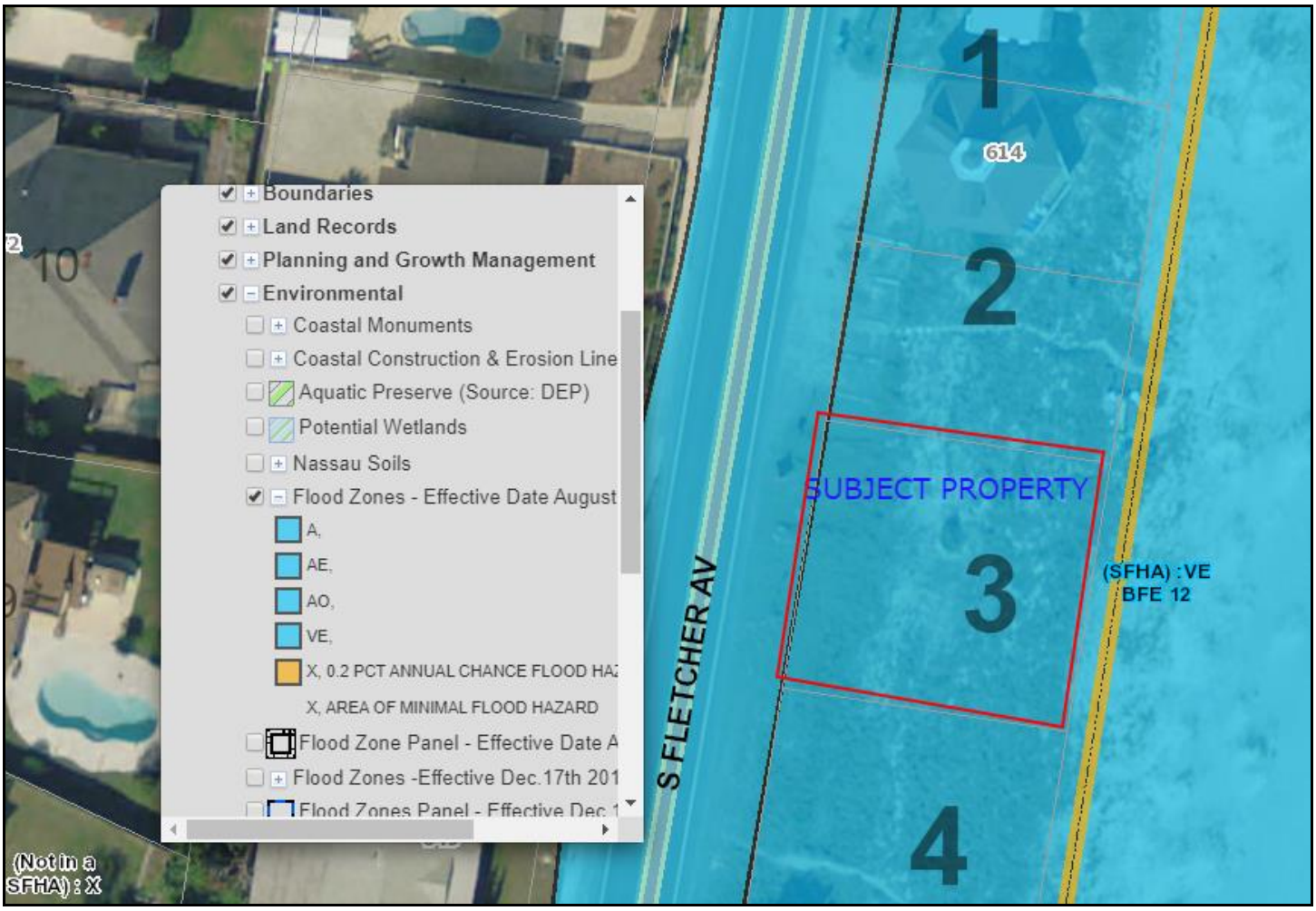
CURRENT LAND USE



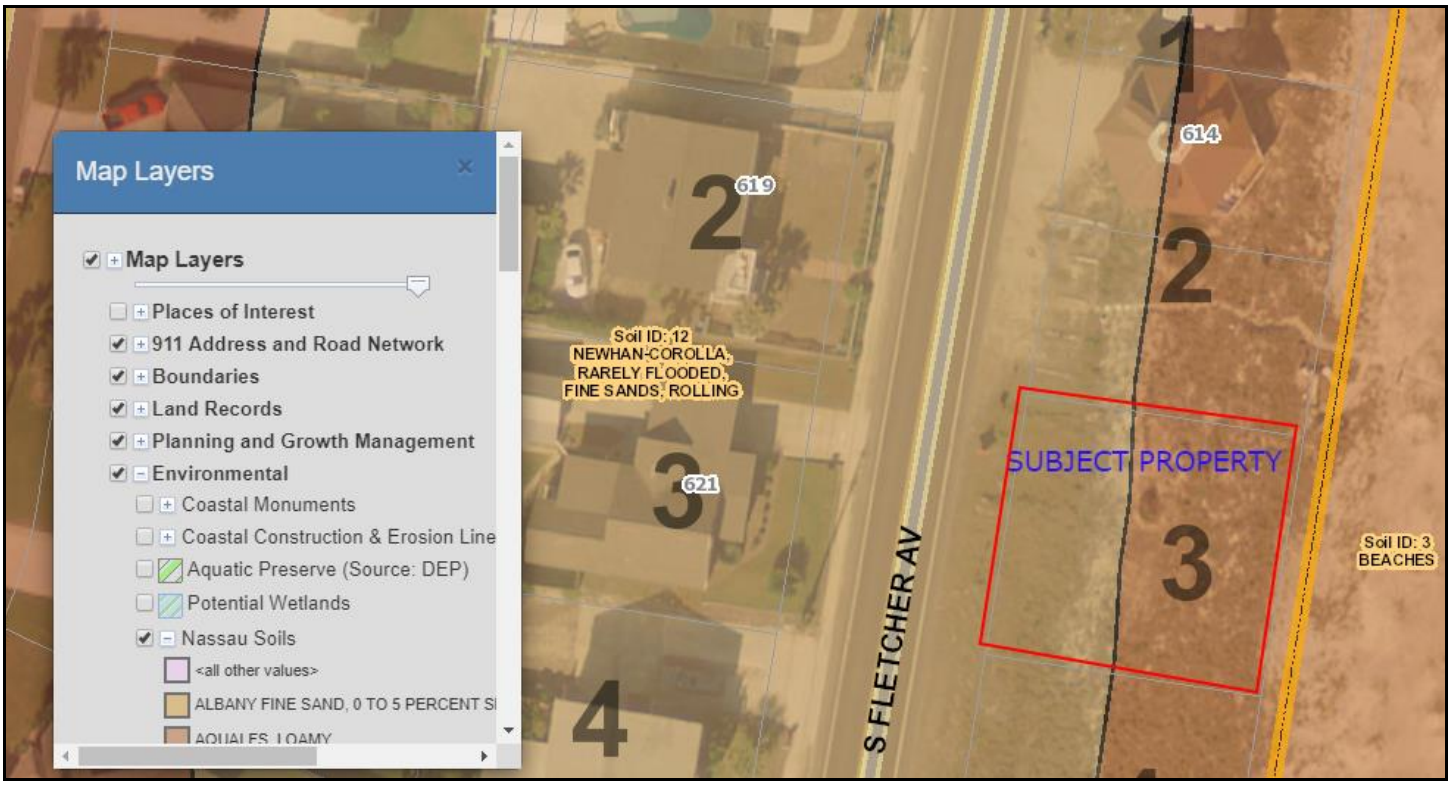
ZONING


870
603
608
614
872
10
9
R-1
4
S FLETCHER AV
SUBJECT PROPERTY
1
2
3
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
R-2
R-3
RE
R-1G

FLOODZONE


Boundaries
Land Records
Planning and Growth Management
Environmental
Coastal Monuments
Coastal Construction & Erosion Line
Aquatic Preserve (Source: DEP)
Potential Wetlands
Nassau Soils
Flood Zones - Effective Date August
A,
AE,
AO,
VE,
X, 0.2 PCT ANNUAL CHANCE FLOOD HA
X, AREA OF MINIMAL FLOOD HAZARD
Flood Zone Panel - Effective Date A
Flood Zones -Effective Dec.17th 201
1
614
2
SUBJECT PROPERTY
3
4
S FLETCHER AV
(SFHA) : VE
BFE 12
(Not in a SFHA) : X

SOILS


Map Layers
Map Layers
Places of Interest
911 Address and Road Network
Boundaries
Land Records
Planning and Growth Management
Environmental
Coastal Monuments
Coastal Construction & Erosion Line
Aquatic Preserve (Source: DEP)
Potential Wetlands
Nassau Soils
<all other values>
ALBANY FINE SAND, 0 TO 5 PERCENT SI
AQUALFS, LOAMY
619
614
621
Soil ID: 12
NEWHAN-COROLLA,
RARELY FLOODED,
FINE SANDS, ROLLING
SUBJECT PROPERTY
S FLETCHER AV
Soil ID: 3
BEACHES

TOPOGRAPHY

Topography
<all other values>
-2
-1
0
1
2
3
4
5
6
7
8
9
10
11
12
13
SUBJECT PROPERTY
S FLETCHER AV
872
619
614
874

WETLANDS

Environmental
Coastal Monuments
Coastal Construction & Erosion Line
Aquatic Preserve (Source: DEP)
Potential Wetlands
Nassau Soils
Flood Zones - Effective Date August
Flood Zone Panel - Effective Date A
Flood Zones -Effective Dec.17th 201
Flood Zones Panel - Effective Dec.1
Old Flood Zones - Q3 Data (1929 N
Topography
Hydrography
Public Safety
Public Utilities
Public Works
Nassau County, FL 2019 Aerials
Nassau County, FL 2017 Aerials
SUBJECT PROPERTY
S FLETCHER AV
2
3
4
614
619

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:	Flood zone	Potential Wetlands	Avg. Topography	Soil Type	Coastal Upland Protection Zone
	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:	Direction	Existing Use(s)	Year Built	Zoning	FLUM
	North	Utilities	N/A	R-2	Medium Density Residential
	South	Single Fam	*1952*	R-2	Medium Density Residential
	East	Vacant	N/A	R-2	Medium Density Residential
	West	Vac Govern	N/A	R-2	Medium Density Residential

STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

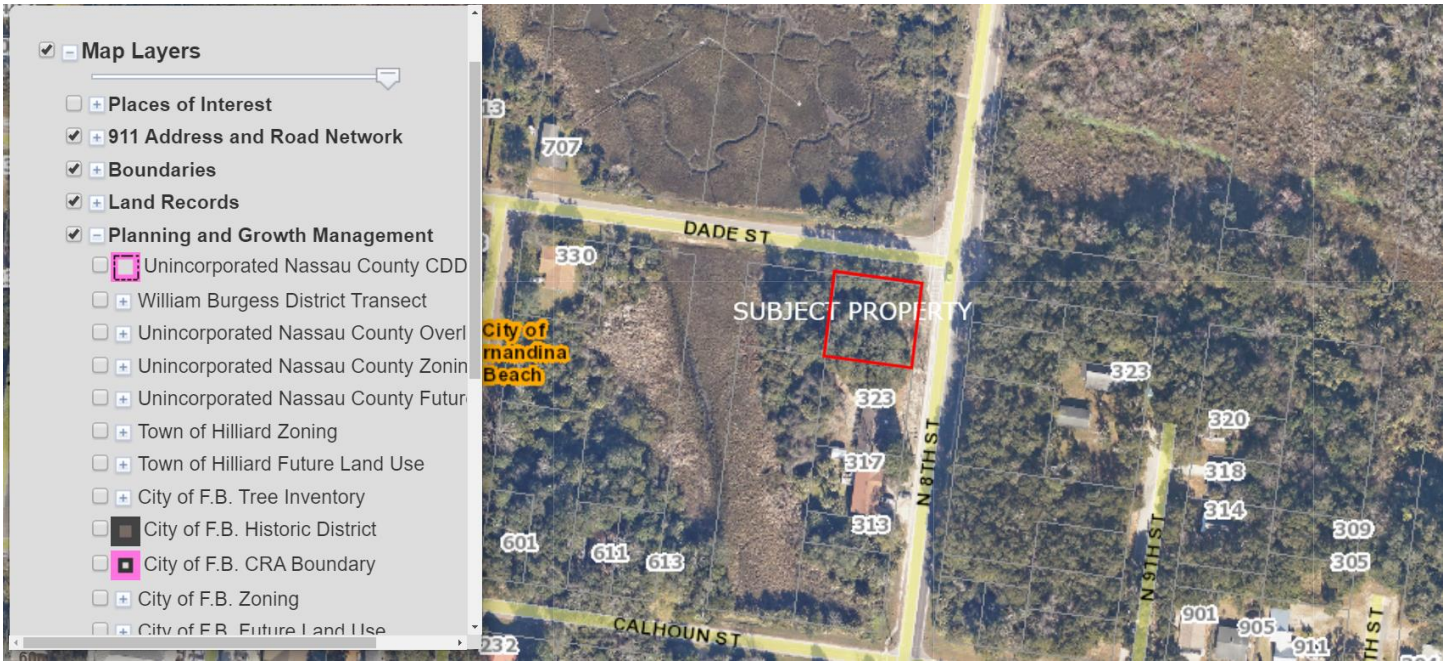
APPLICABLE COMPREHENSIVE PLAN POLICIES:	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering); 1.07.15 (conservation land use category); Objective 5.08 (Wetlands Protection and Preservation) and all policy statements which follow; Objective 5.10 (Wildlife Planning) and specific policies 5.10.01, 5.10.02, 5.10.05 5.14.09 (development standards for environmentally sensitive and conservation lands); Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands); 6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) Reference: www.fbfl.us/Compplan
APPLICABLE LAND DEVELOPMENT CODE SECTIONS:	2.00.03 (Establishment of district boundary); 2.01.20 (CON zoning district); 3.02.06 (Land Uses within Areas of Special Flood Hazard); 3.03.00 (Wetland Protection); 4.05.00 (Landscaping, Buffers, and Tree Protection); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) Reference: www.fbfl.us/LDC
STAFF RECOMMENDATION:	Staff notes that Nassau County Board of County Commissioners issued a recommendation to retain the existing Medium Density Residential/ R-2 zoning on the property for purposes meeting affordable housing needs. (Reference email from Ms. Burke, dated 12/5/2019. Staff finds the requested amendments to be sufficiently compliant with the Comprehensive Plan, Land Development Code, and established City Commission Goal to increase conservation land use and zoning acreage. Staff recommends approval of the request.

Submitted by:

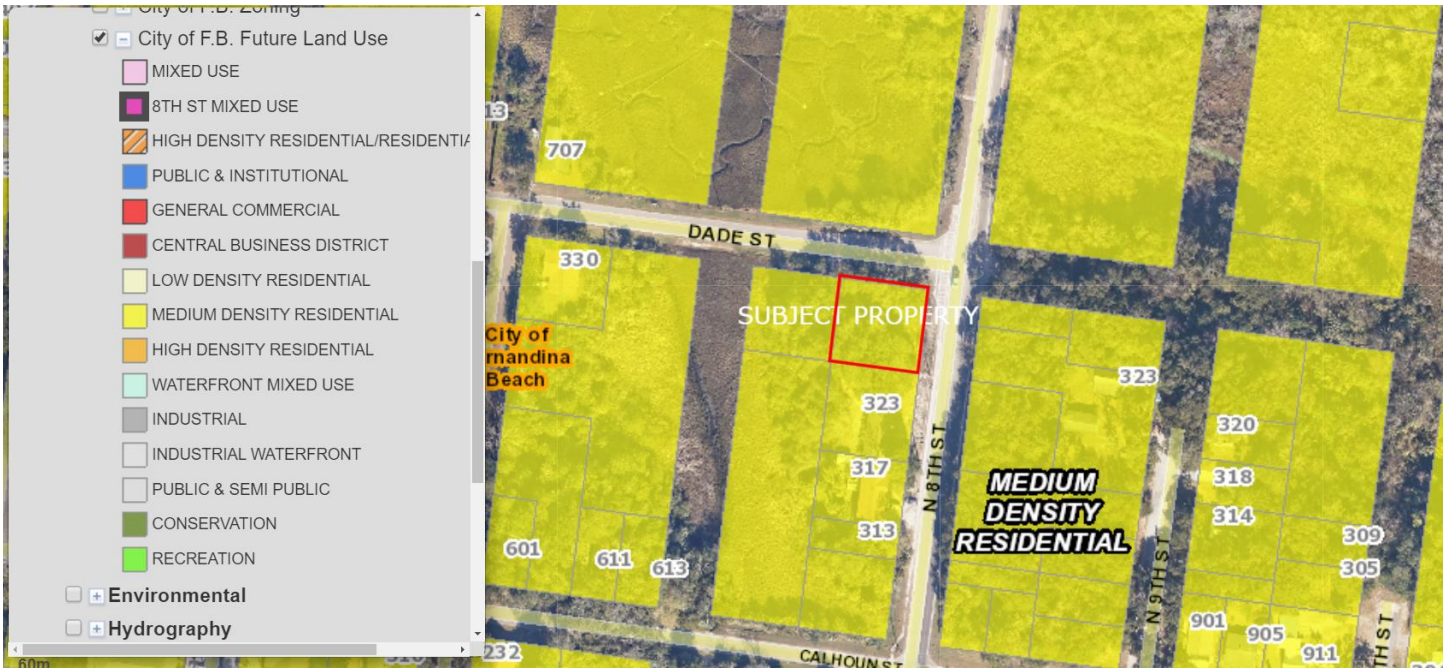
Kelly N. Gibson, AICP
Director

STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

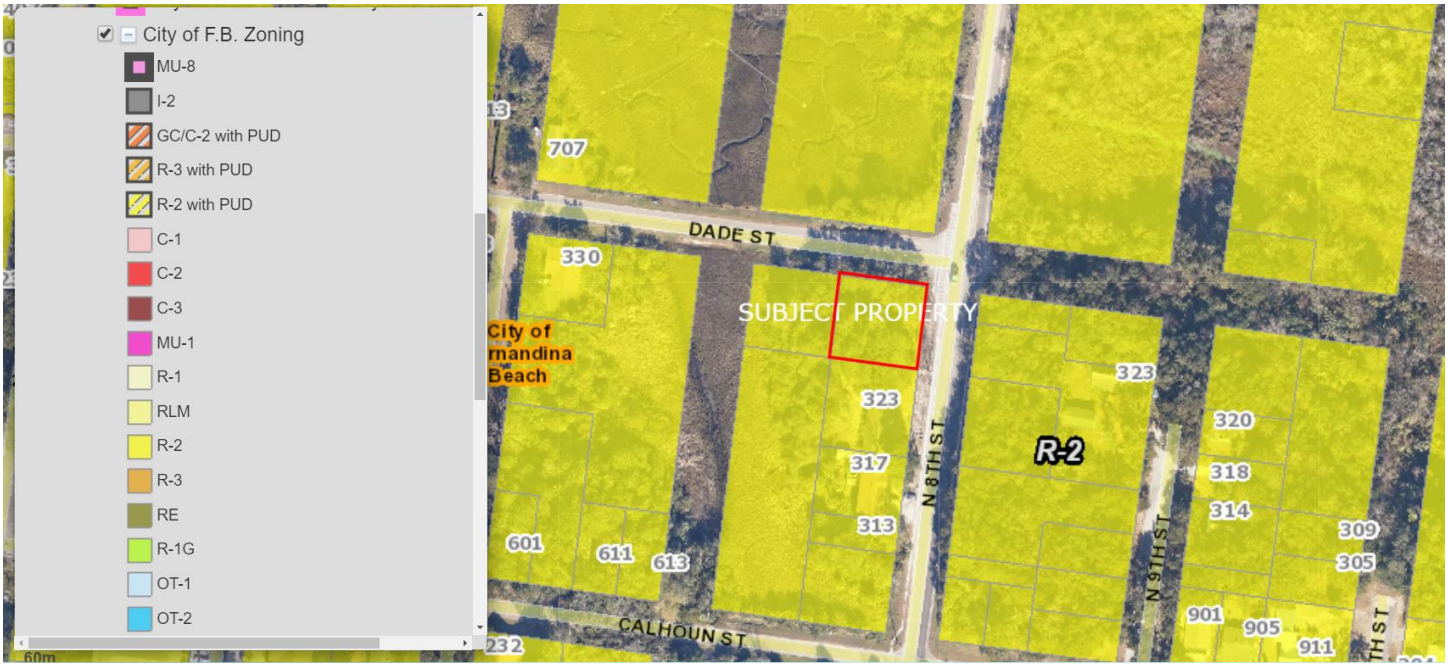
PROPERTY BOUNDARY



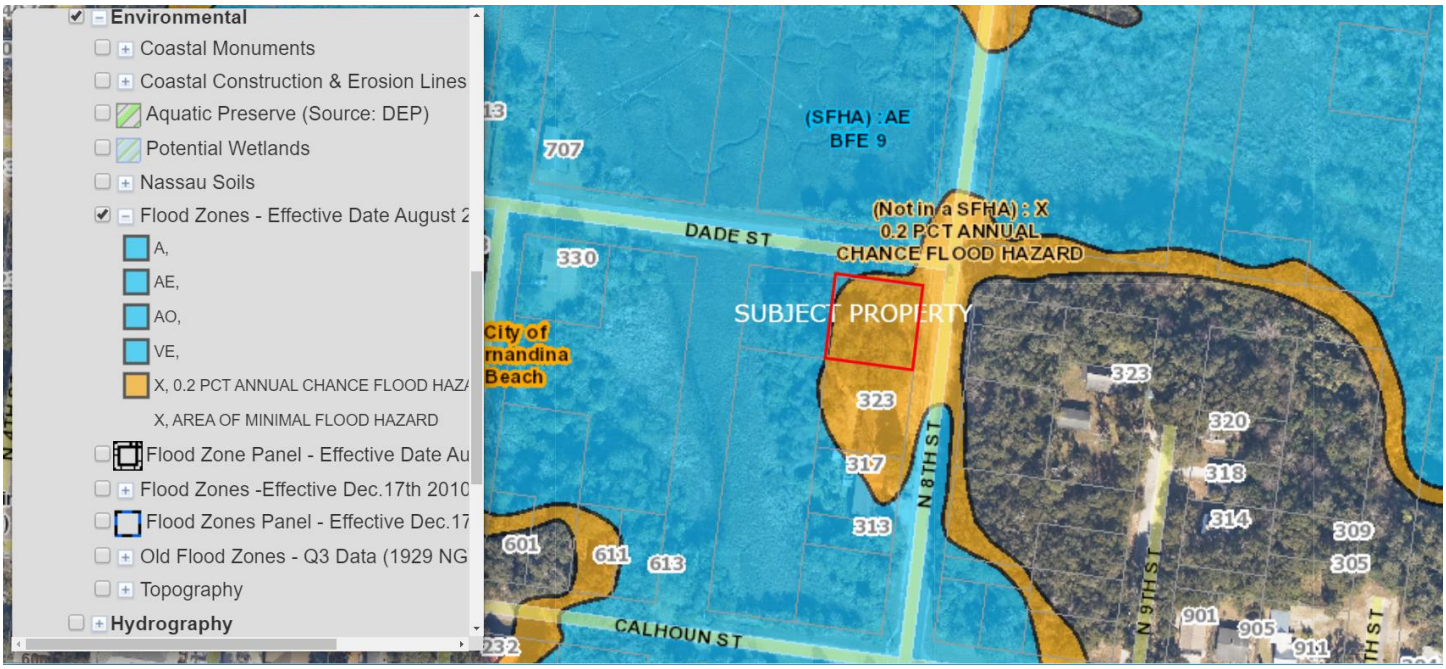
CURRENT LAND USE AND ZONING



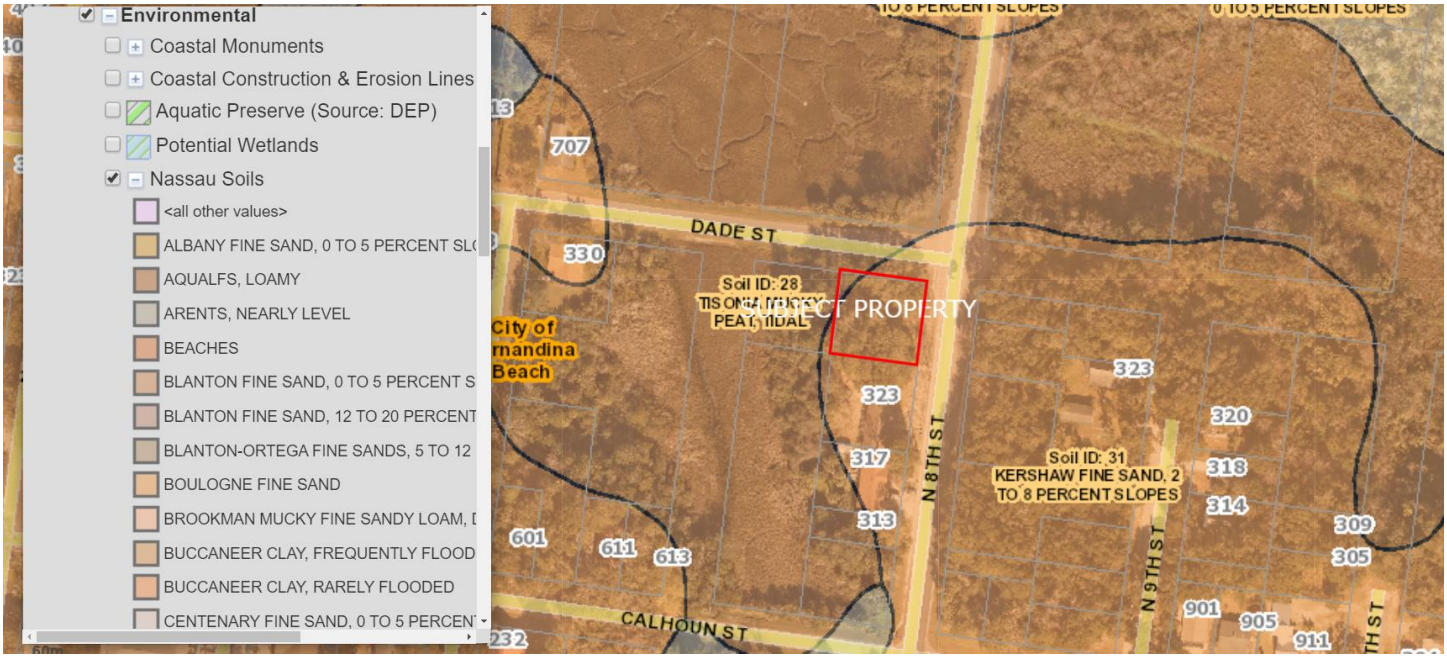
STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019



FLOODZONE



SOILS


Environmental
Coastal Monuments
Coastal Construction & Erosion Lines
Aquatic Preserve (Source: DEP)
Potential Wetlands
Nassau Soils
<all other values>
ALBANY FINE SAND, 0 TO 5 PERCENT SL
AQUALFS, LOAMY
ARENTS, NEARLY LEVEL
BEACHES
BLANTON FINE SAND, 0 TO 5 PERCENT S
BLANTON FINE SAND, 12 TO 20 PERCENT
BLANTON-ORTEGA FINE SANDS, 5 TO 12
BOULOGNE FINE SAND
BROOKMAN MUCKY FINE SANDY LOAM, D
BUCCANEER CLAY, FREQUENTLY FLOOD
BUCCANEER CLAY, RARELY FLOODED
CENTENARY FINE SAND, 0 TO 5 PERCEN
DADE ST
CALHOUN ST
N 8TH ST
N 9TH ST
Soil ID: 28
Soil ID: 31
KERSHAW FINE SAND, 2 TO 8 PERCENT SLOPES
SUBJECT PROPERTY
City of Fernandina Beach

TOPOGRAPHY

Topography
<all other values>
-2
-1
0
1
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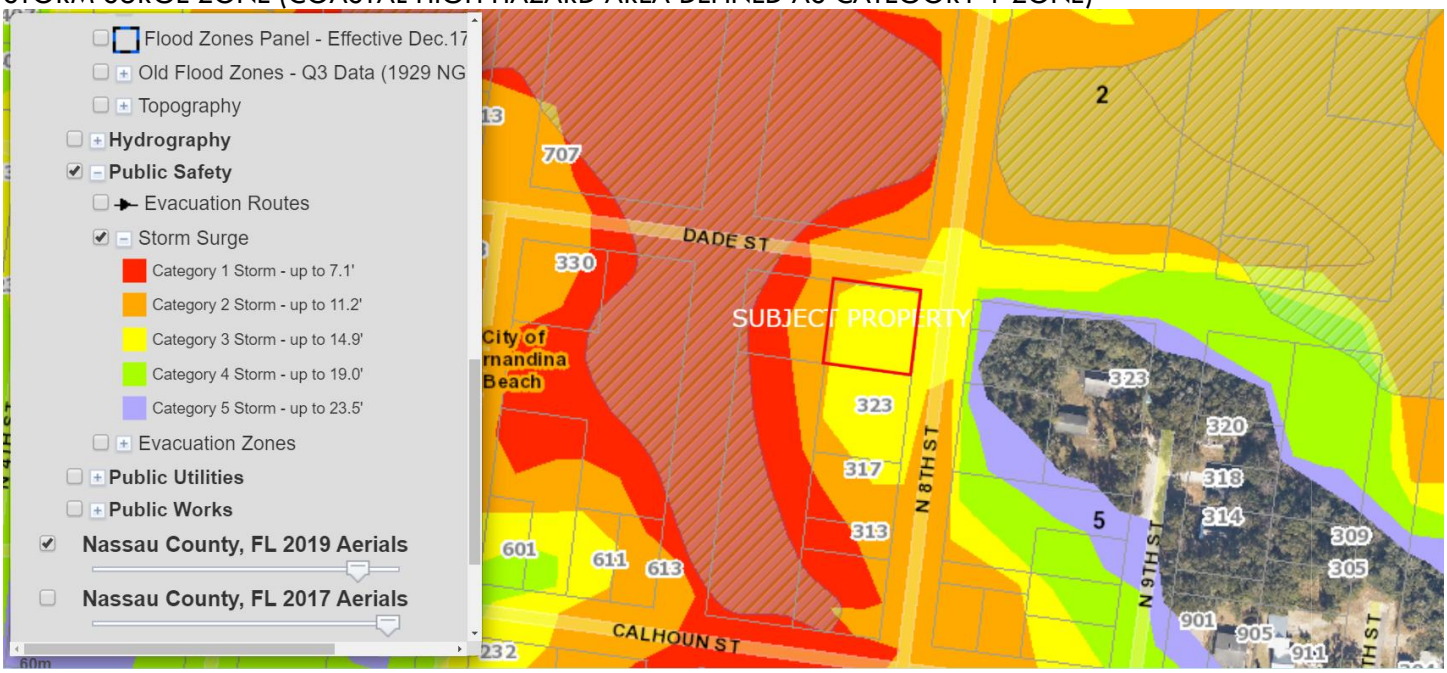
13
DADE ST
CALHOUN ST
N 8TH ST
N 9TH ST
SUBJECT PROPERTY
City of Fernandina Beach

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.

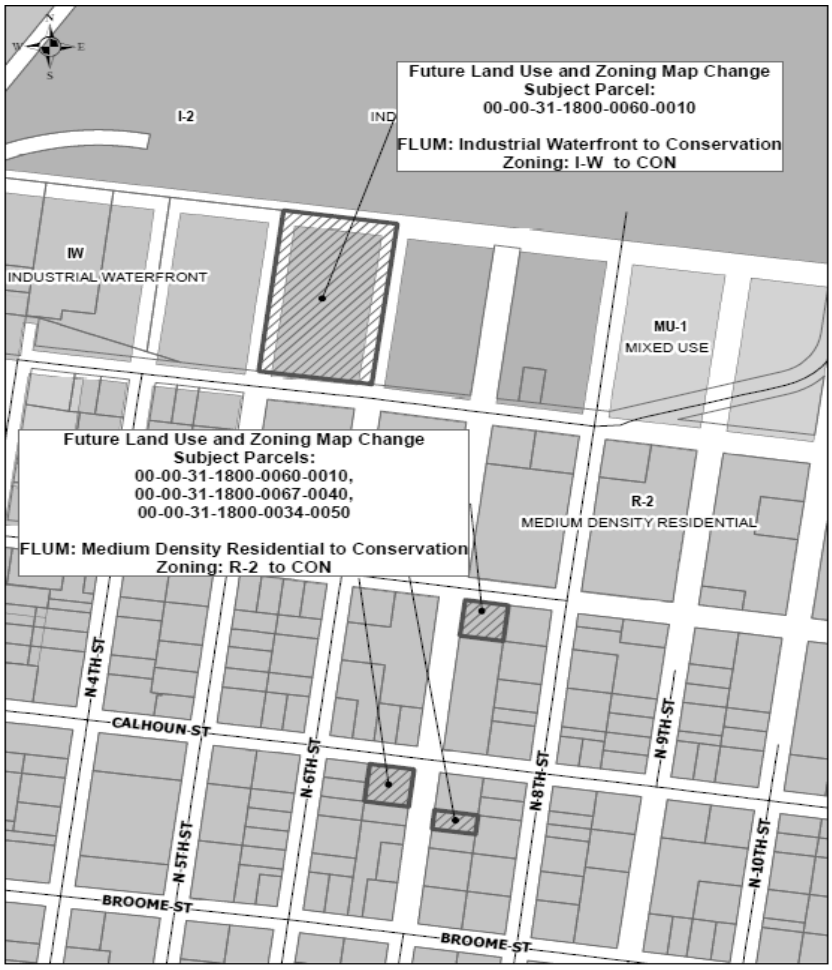
NOTICE OF PUBLIC HEARING
CITY COMMISSION
CITY OF FERNANDINA BEACH

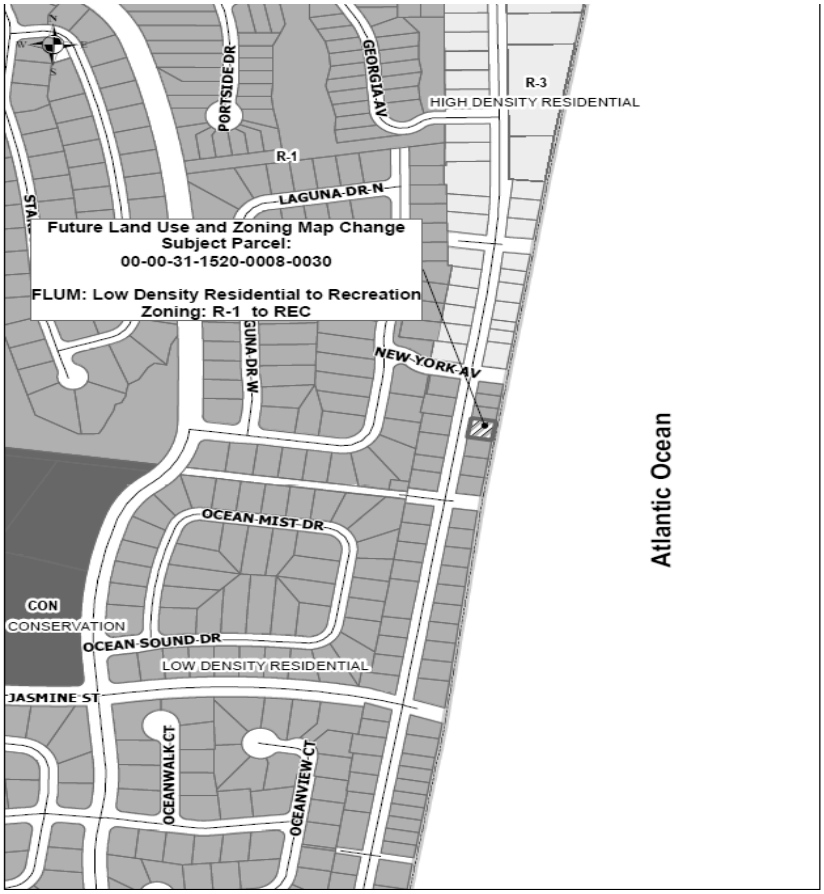
NOTICE IS HEREBY GIVEN that a Public Hearing is scheduled for **Tuesday, September 1, 2020, at 6:00 PM** in the City Commission Chambers, 204 Ash Street Fernandina Beach, Florida to consider the following application:

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.

FLORIDA AV
S WOLFF ST
BELVEDERE AV
BEECH ST
Future Land Use and Zoning Map Change
Subject Parcels:
00-00-31-1180-0013-0050,
00-00-31-178A-0002-0071,
00-00-31-178A-0002-0081
FLUM: Low Density Residential to Conservation
Zoning: R-1 to CON
SEA WOODS DR
CEDAR ST
CON
CONSERVATION
R-1
LOW DENSITY RESIDENTIAL


Future Land Use and Zoning Map Change
Subject Parcel:
00-00-31-1800-0060-0010
FLUM: Industrial Waterfront to Conservation
Zoning: I-W to CON
I-2
IND
IW
INDUSTRIAL WATERFRONT
MU-1
MIXED USE
Future Land Use and Zoning Map Change
Subject Parcels:
00-00-31-1800-0060-0010,
00-00-31-1800-0067-0040,
00-00-31-1800-0034-0050
FLUM: Medium Density Residential to Conservation
Zoning: R-2 to CON
R-2
MEDIUM DENSITY RESIDENTIAL
N 4TH ST
CALHOUN ST
N 5TH ST
N 6TH ST
N 8TH ST
N 9TH ST
N 10TH ST
BROOME ST
BROOME ST



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 <u>DISPLAY</u> in the April 19, 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	8/16/2020
Pauline Testagrose, Comptroller	8/17/2020
Tammi E. Bach, City Attorney	8/21/2020
Katie Newton, Legal Assistant	8/21/2020

Submitted By: Nicole Bednar, Administrative Services Manager

Date: August 12, 2020

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 enaction.

ENACTED this 1st day of September, 2020.

CITY OF FERNANDINA BEACH

_____
JOHN A. MILLER
Mayor - Commissioner

ATTEST:

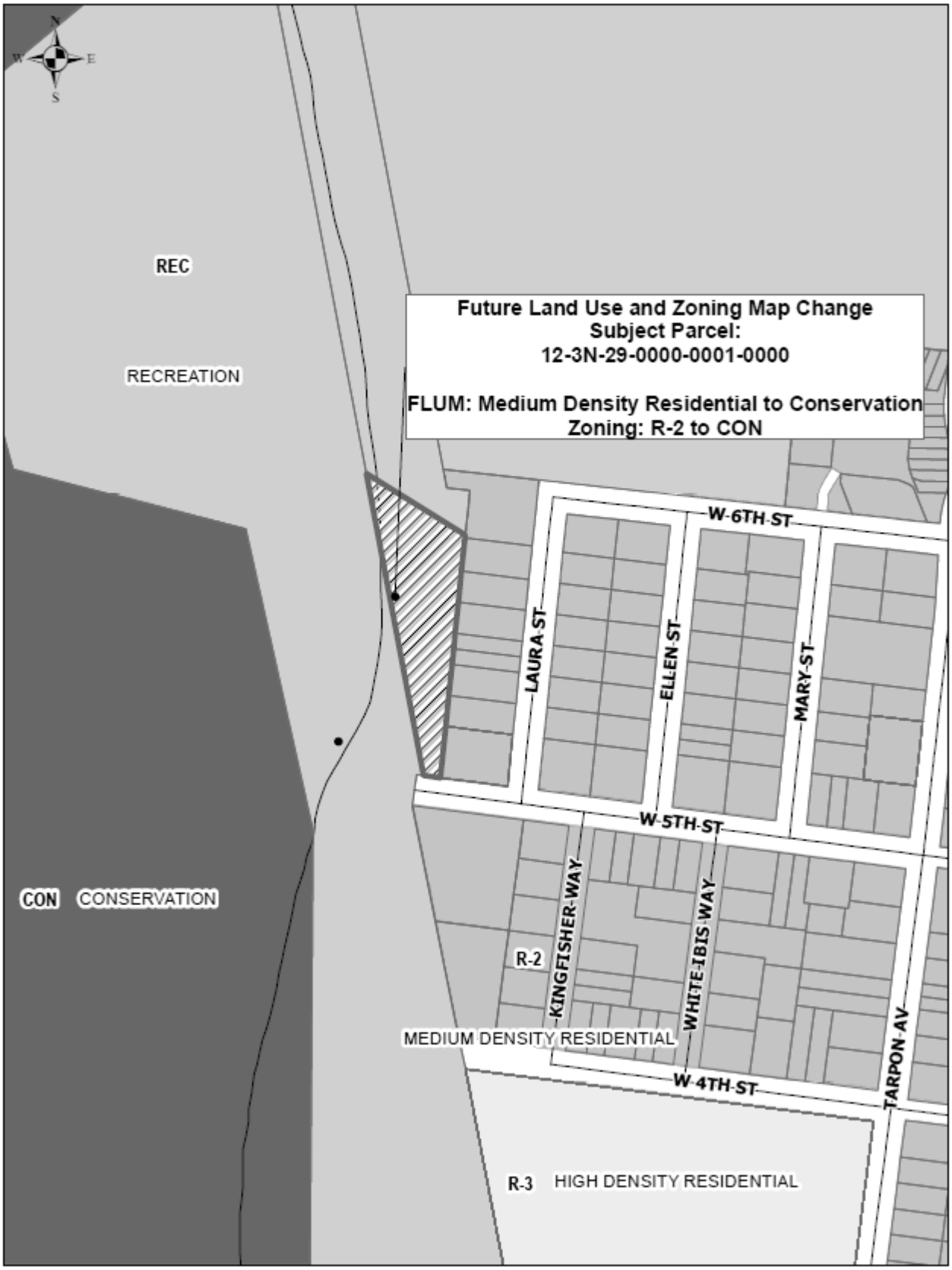
_____
CAROLINE BEST
City Clerk

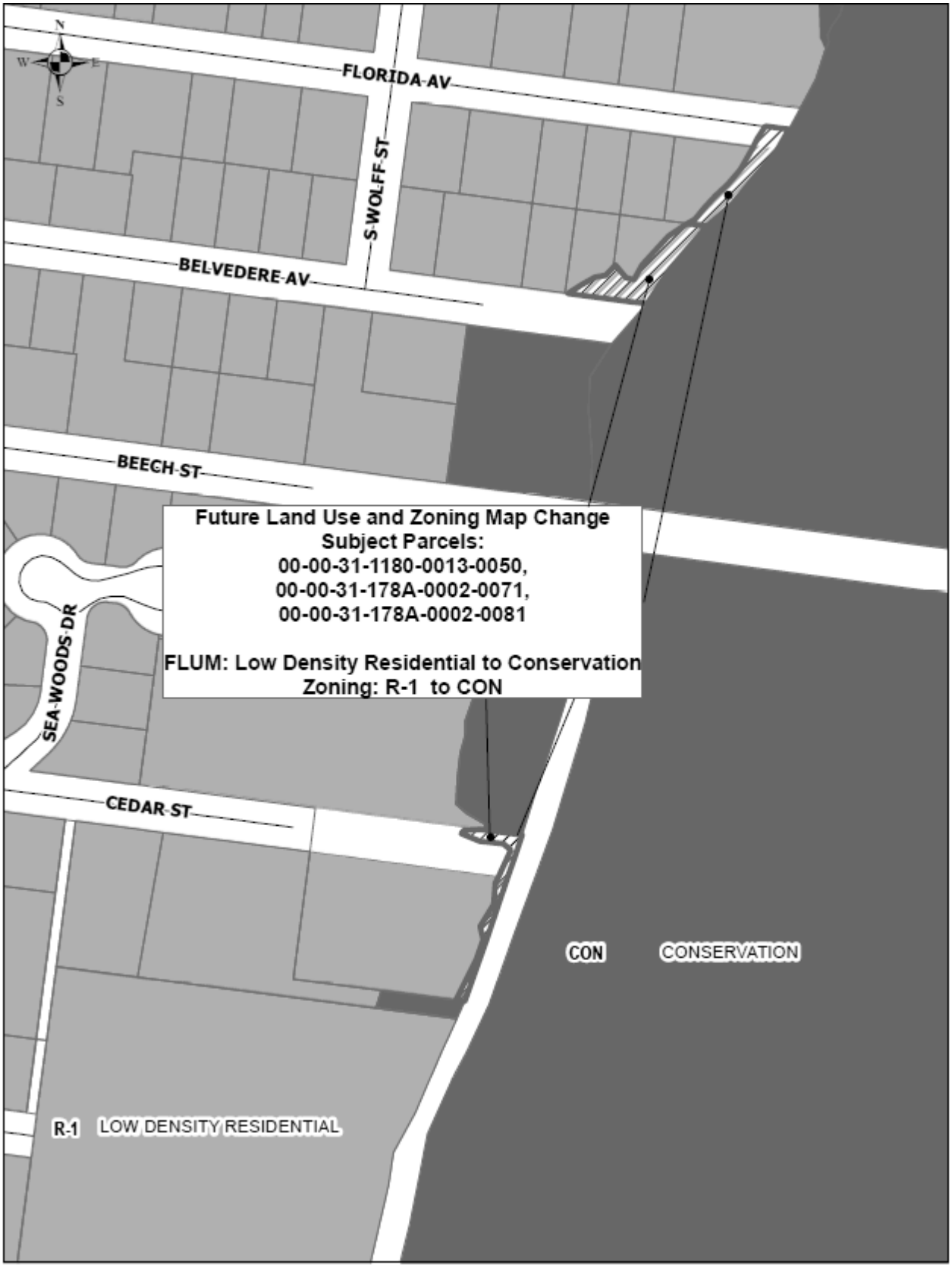
APPROVED AS TO FORM AND LEGALITY:

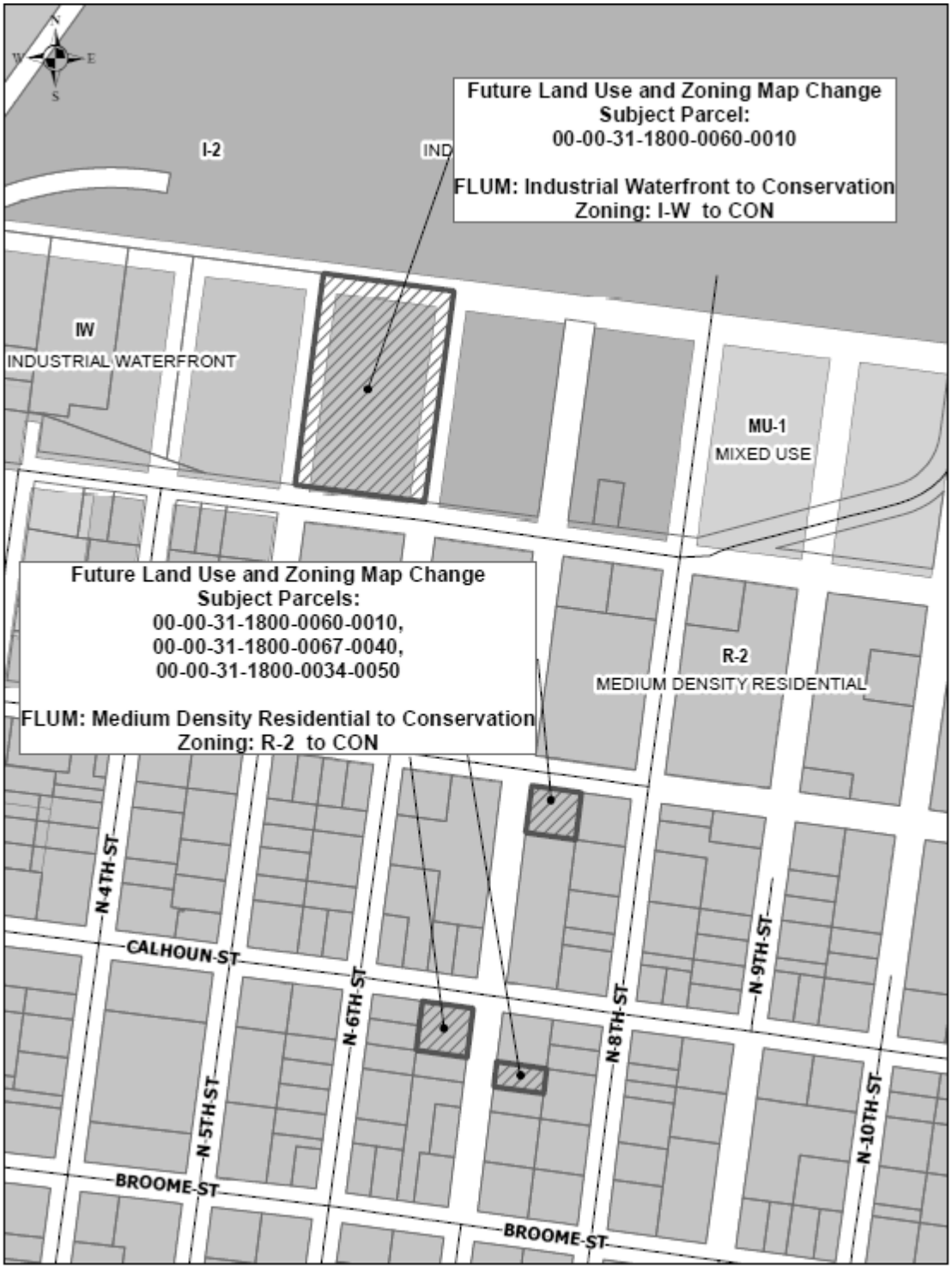
_____
TAMMI E. BACH
City Attorney

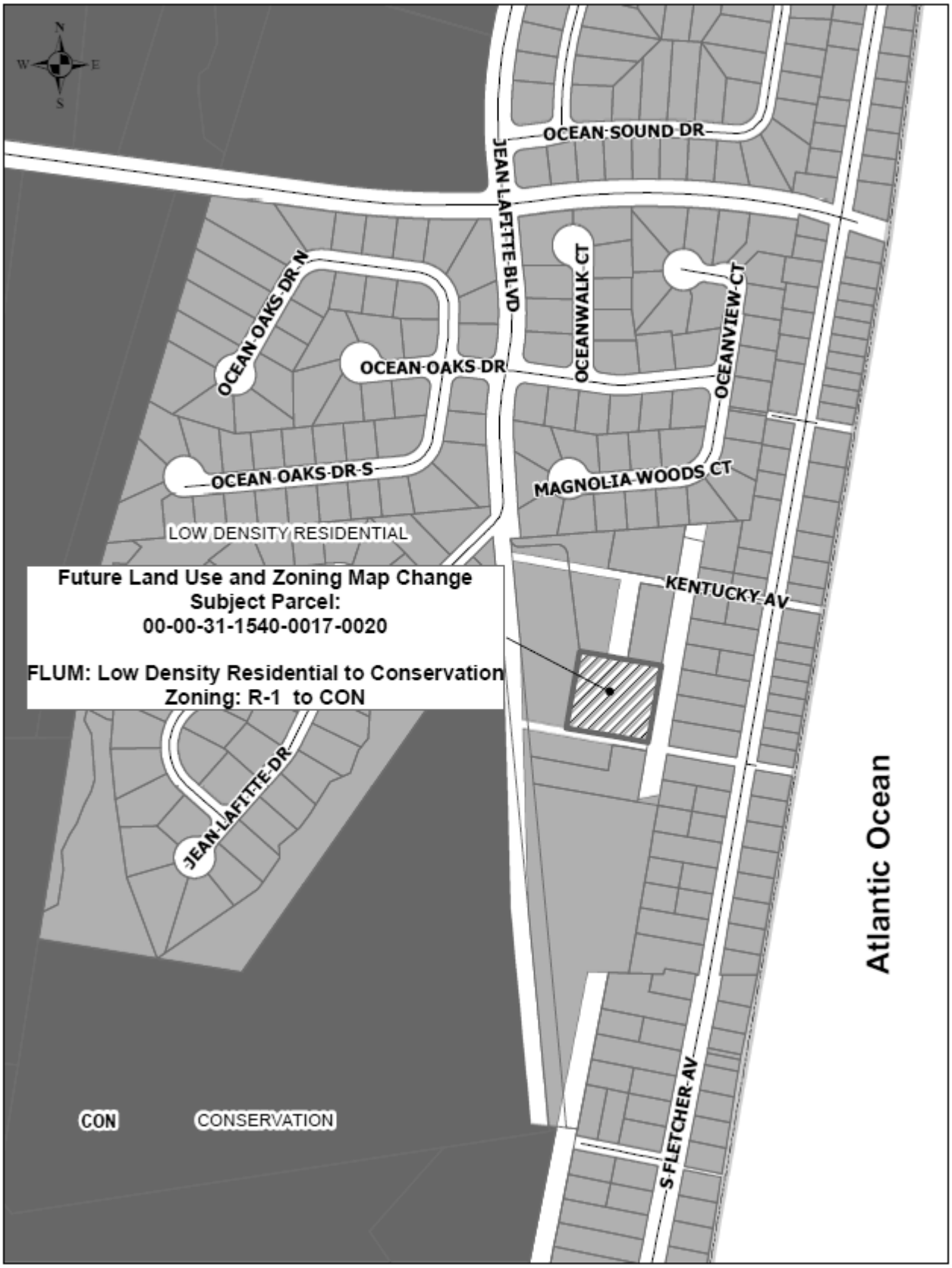
ORDINANCE 2020-24
EXHIBIT "A"

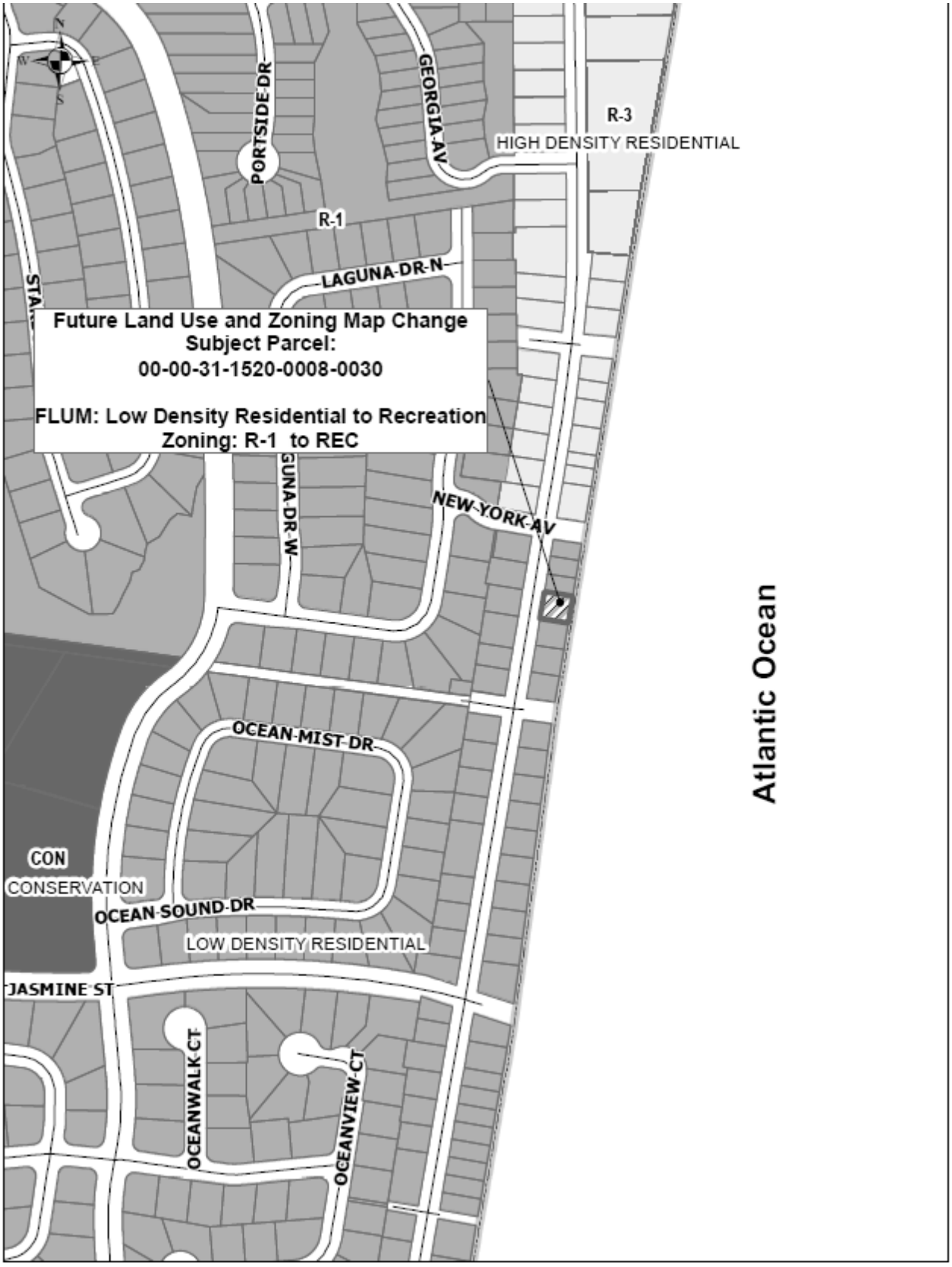
OWNER	STREET	PIN	APPROX. PARCEL ACREAGE	FROM EXISTING LAND USE	FROM EXISTING ZONING	CHANGE TO FLUM	CHANGE TO ZONING
NASSAU COUNTY	S FLETCHER AV	00-00-31-1520-0008-0030	**0.14**	LOW DENSITY RESIDENTIAL	R-1	RECREATION	REC
NASSAU COUNTY	DADE ST	00-00-31-1800-0067-0040	**0.22**	MEDIUM DENSITY RESIDENTIAL	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:
12-3N-29-0000-0001-0000
FLUM: Medium Density Residential to Conservation
Zoning: R-2 to CON
REC
RECREATION
CON
CONSERVATION
R-2
MEDIUM DENSITY RESIDENTIAL
R-3
HIGH DENSITY RESIDENTIAL
W 6TH ST
W 5TH ST
W 4TH ST
LAURA ST
ELLEN ST
MARY ST
KINGFISHER WAY
WHITE IBIS WAY
TARPON AV


FLORIDA AV
S WOLFF ST
BELVEDERE AV
BEECH ST
SEA WOODS DR
CEDAR ST
Future Land Use and Zoning Map Change
Subject Parcels:
00-00-31-1180-0013-0050,
00-00-31-178A-0002-0071,
00-00-31-178A-0002-0081
FLUM: Low Density Residential to Conservation
Zoning: R-1 to CON
CON CONSERVATION
R-1 LOW DENSITY RESIDENTIAL


Future Land Use and Zoning Map Change
Subject Parcel:
00-00-31-1800-0060-0010
FLUM: Industrial Waterfront to Conservation
Zoning: I-W to CON
I-2
IND
IW
INDUSTRIAL WATERFRONT
MU-1
MIXED USE
Future Land Use and Zoning Map Change
Subject Parcels:
00-00-31-1800-0060-0010,
00-00-31-1800-0067-0040,
00-00-31-1800-0034-0050
FLUM: Medium Density Residential to Conservation
Zoning: R-2 to CON
R-2
MEDIUM DENSITY RESIDENTIAL
N-4TH-ST
CALHOUN-ST
N-5TH-ST
N-6TH-ST
N-8TH-ST
N-9TH-ST
N-10TH-ST
BROOME-ST
BROOME-ST


N
W
E
S
OCEAN SOUND DR
JEAN LAFITTE BLVD
OCEAN OAKS DR N
OCEAN OAKS DR
OCEANWALK CT
OCEANVIEW CT
OCEAN OAKS DR S
MAGNOLIA WOODS CT
LOW DENSITY RESIDENTIAL
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
KENTUCKY AV
JEAN LAFITTE DR
Atlantic Ocean
CON
CONSERVATION
S FLETCHER AV


PORTSIDE DR
GEORGIA AV
R-3
HIGH DENSITY RESIDENTIAL
R-1
LAGUNA DR N
Future Land Use and Zoning Map Change
Subject Parcel:
00-00-31-1520-0008-0030
FLUM: Low Density Residential to Recreation
Zoning: R-1 to REC
GUNA DR W
NEW YORK AV
Atlantic Ocean
OCEAN MIST DR
CON
CONSERVATION
OCEAN SOUND DR
LOW DENSITY RESIDENTIAL
JASMINE ST
OCEANWALK CT
OCEANVIEW CT

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:

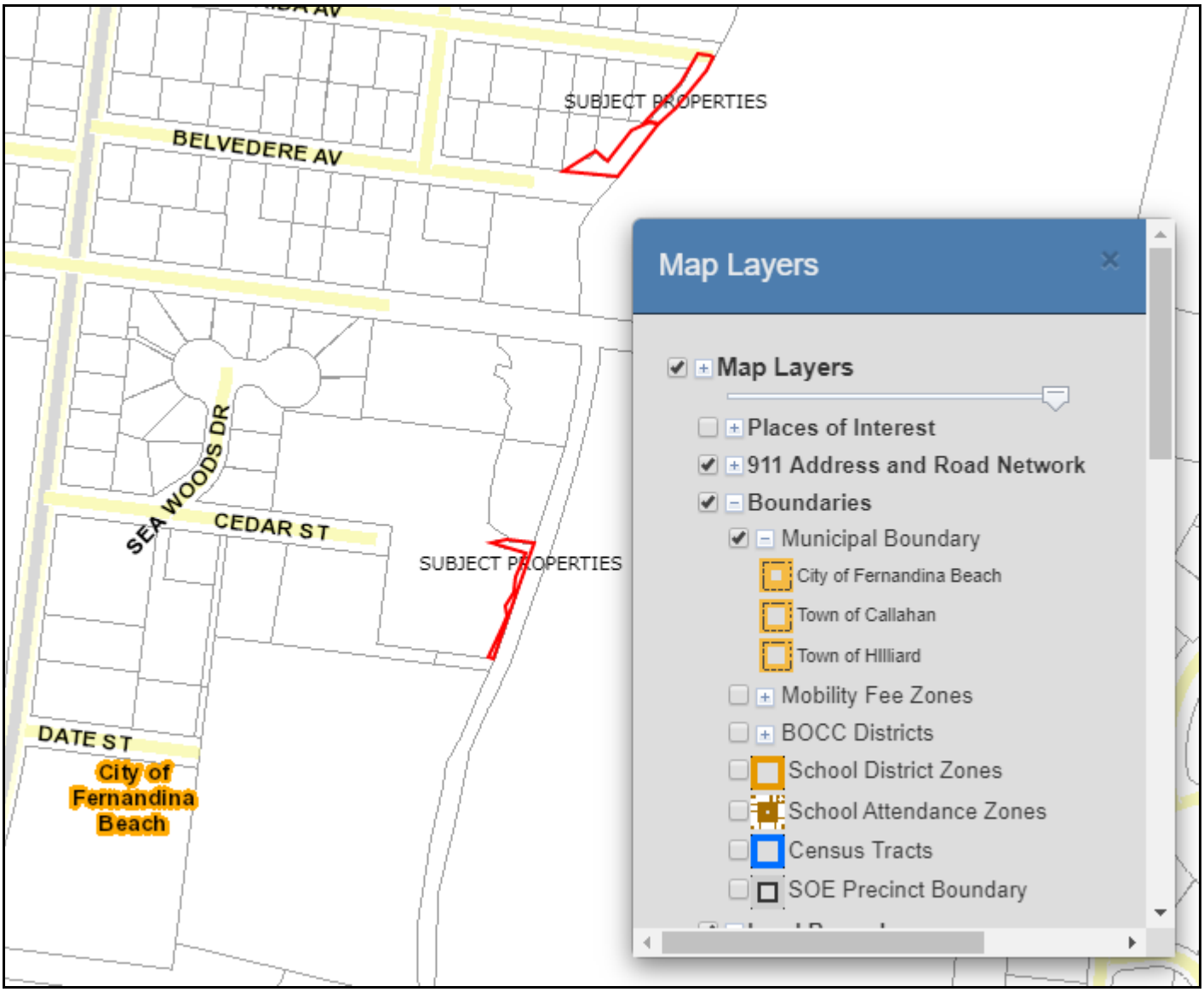
PARCEL ID # AND PROPERTY OWNER:	00-00-31-1180-0013-0050 AND 00-00-31-178A-0002-0071 AND 00-00-31-178A-0002-0081 STATE OF FLORIDA DEPARTMENT				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change (In accordance with action directed under 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:	Flood zone	Potential Wetlands	Avg. Topography	Soil Type	Coastal Upland Protection Zone
	AE	YES	O' to 4'	Clay	NO
ADJACENT PROPERTIES:	Direction	Existing Use(s)	Year Built	Zoning	FLUM
	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);				

	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.

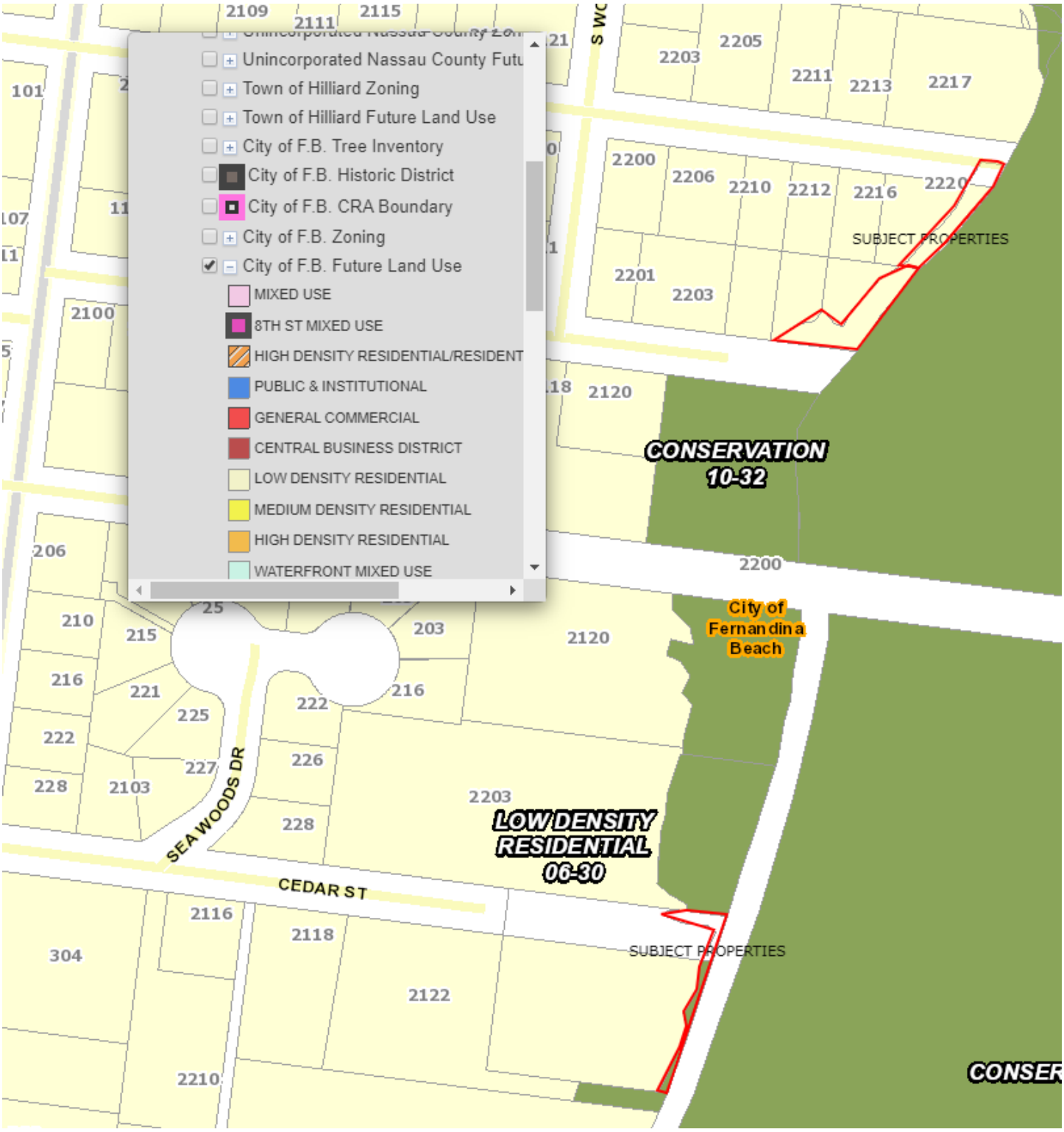
Submitted by:

Kelly N. Gibson, AICP
Director

PROPERTY BOUNDARY



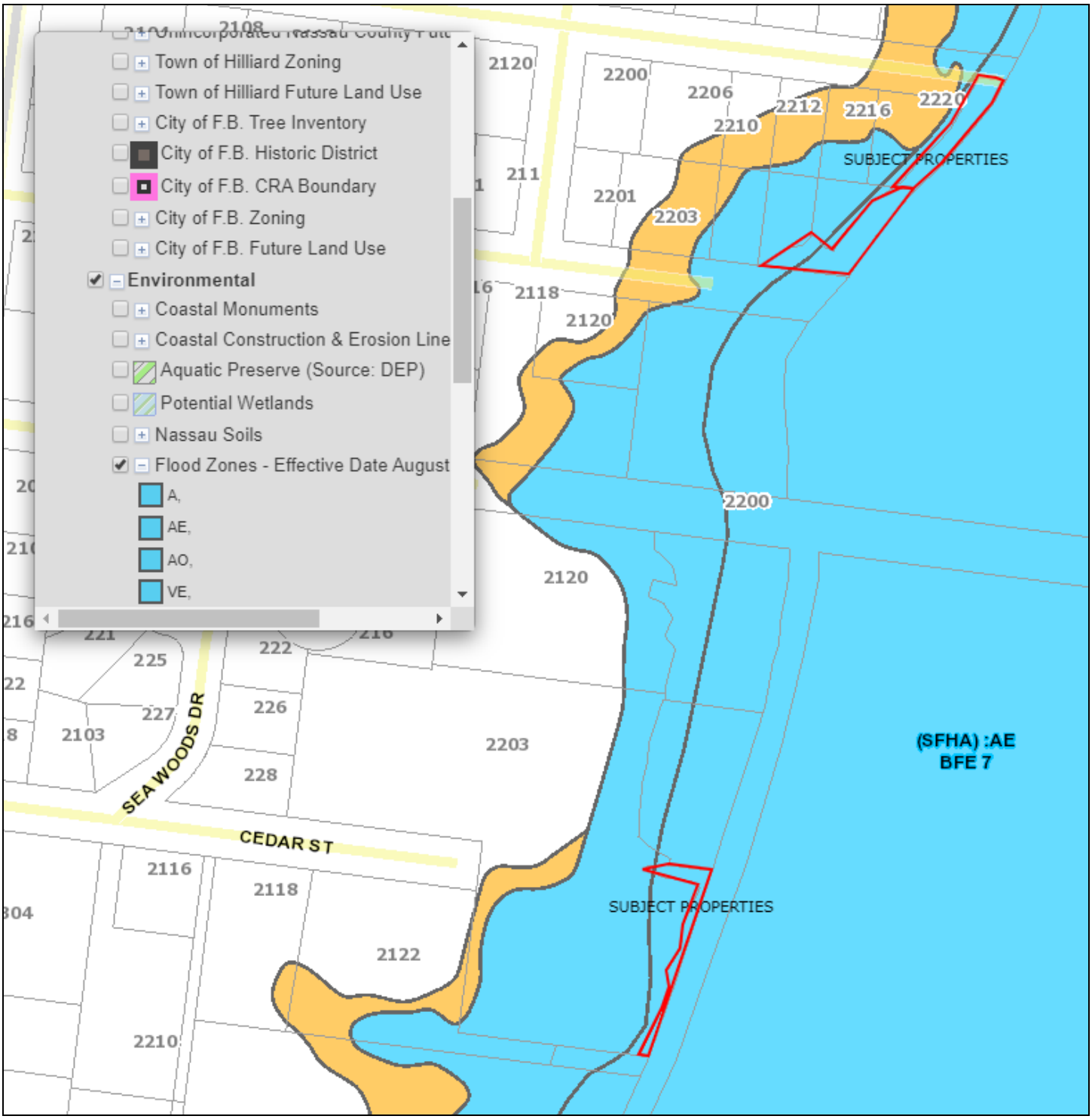
CURRENT LAND USE



ZONING

Unincorporated Nassau County Futu
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
SUBJECT PROPERTIES
CON
10-33
City of Fernandina Beach
R-1
06-31
SEA WOODS DR
CEDAR ST
SUBJECT PROPERTIES

FLOODZONE


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
City of F.B. Future Land Use
Environmental
Coastal Monuments
Coastal Construction & Erosion Line
Aquatic Preserve (Source: DEP)
Potential Wetlands
Nassau Soils
Flood Zones - Effective Date August
A,
AE,
AO,
VE,
SUBJECT PROPERTIES
SUBJECT PROPERTIES
(SFHA) :AE
BFE 7
SEA WOODS DR
CEDAR ST
2108
2120
2200
2206
2212
2216
2220
2210
211
2201
2203
2118
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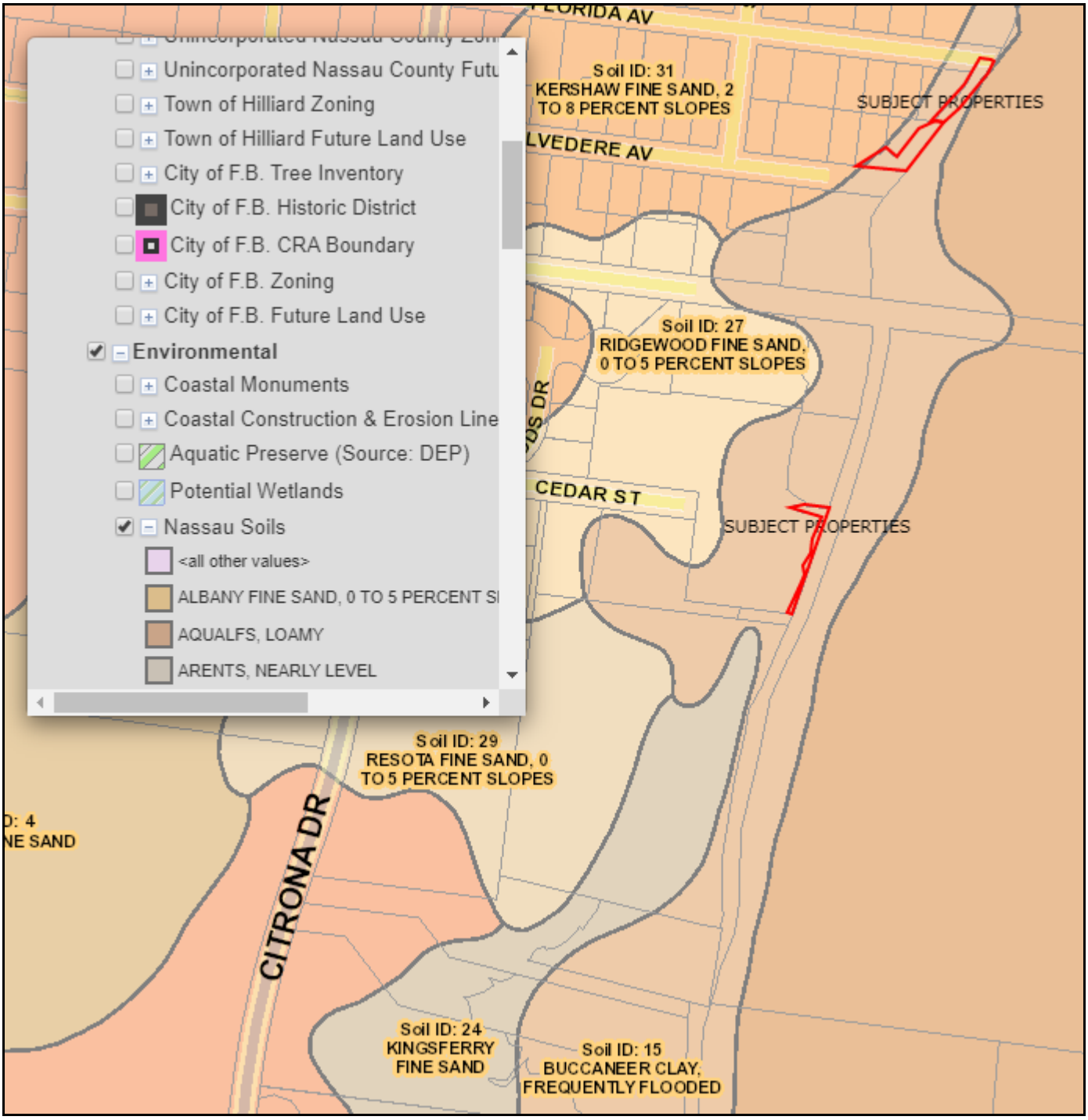
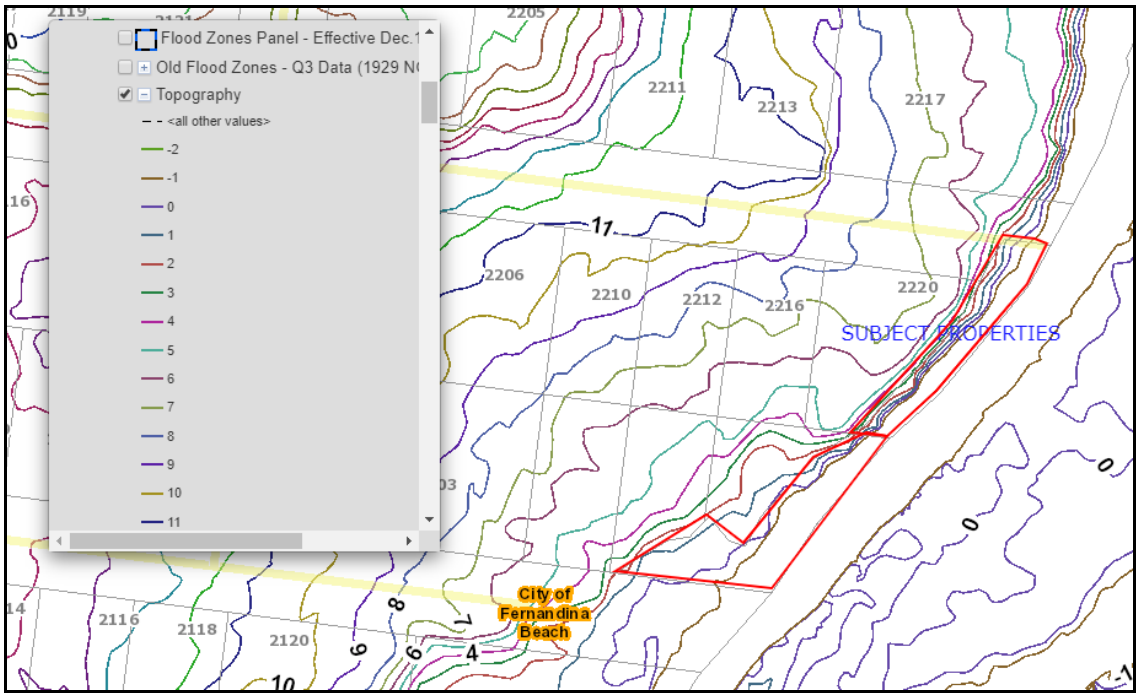
2120
225
222
227
226
2103
2203
228
2116
2118
2122
2210

SOILS


Unincorporated Nassau County Futu
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
City of F.B. Future Land Use
Environmental
Coastal Monuments
Coastal Construction & Erosion Line
Aquatic Preserve (Source: DEP)
Potential Wetlands
Nassau Soils
<all other values>
ALBANY FINE SAND, 0 TO 5 PERCENT SI
AQUALFS, LOAMY
ARENTS, NEARLY LEVEL
FLORIDA AV
Soil ID: 31
KERSHAW FINE SAND, 2 TO 8 PERCENT SLOPES
SUBJECT PROPERTIES
LVEDERE AV
Soil ID: 27
RIDGEWOOD FINE SAND, 0 TO 5 PERCENT SLOPES
CEDAR ST
SUBJECT PROPERTIES
Soil ID: 29
RESOTA FINE SAND, 0 TO 5 PERCENT SLOPES
CITRONA DR
Soil ID: 24
KINGSFERRY FINE SAND
Soil ID: 15
BUCCANEER CLAY, FREQUENTLY FLOODED

TOPOGRAPHY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Old Flood Zones - Q3 Data (1929 N
Topography
<all other values>
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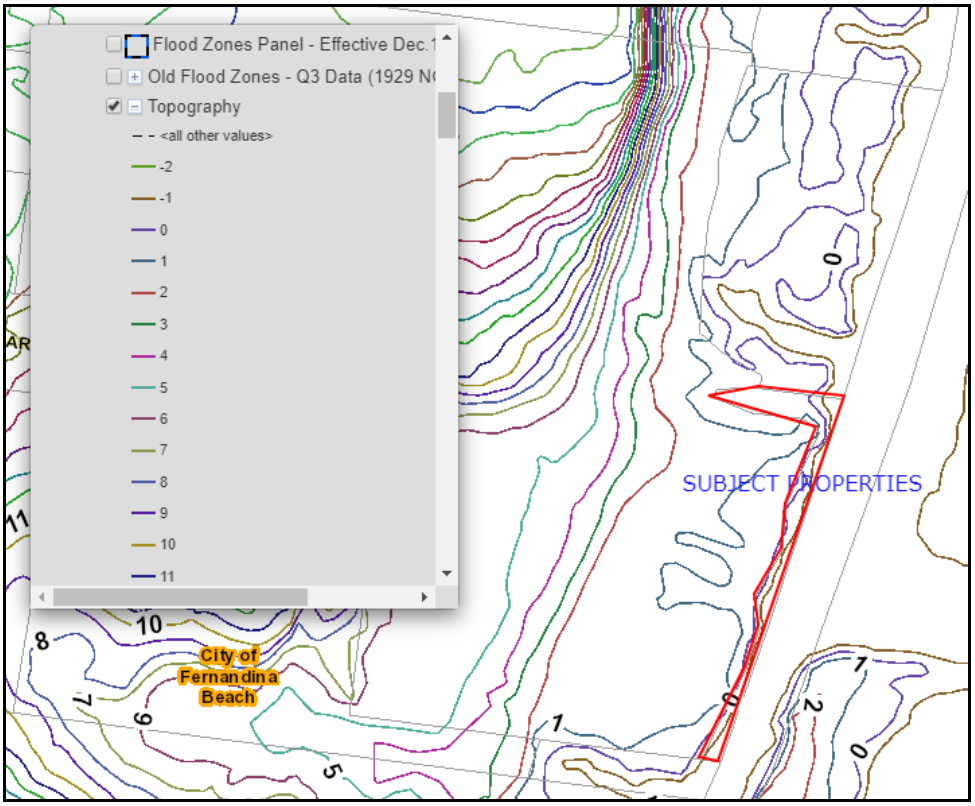
SUBJECT PROPERTIES
City of Fernandina Beach


Flood Zones Panel - Effective Dec.1
Old Flood Zones - Q3 Data (1929 N
Topography
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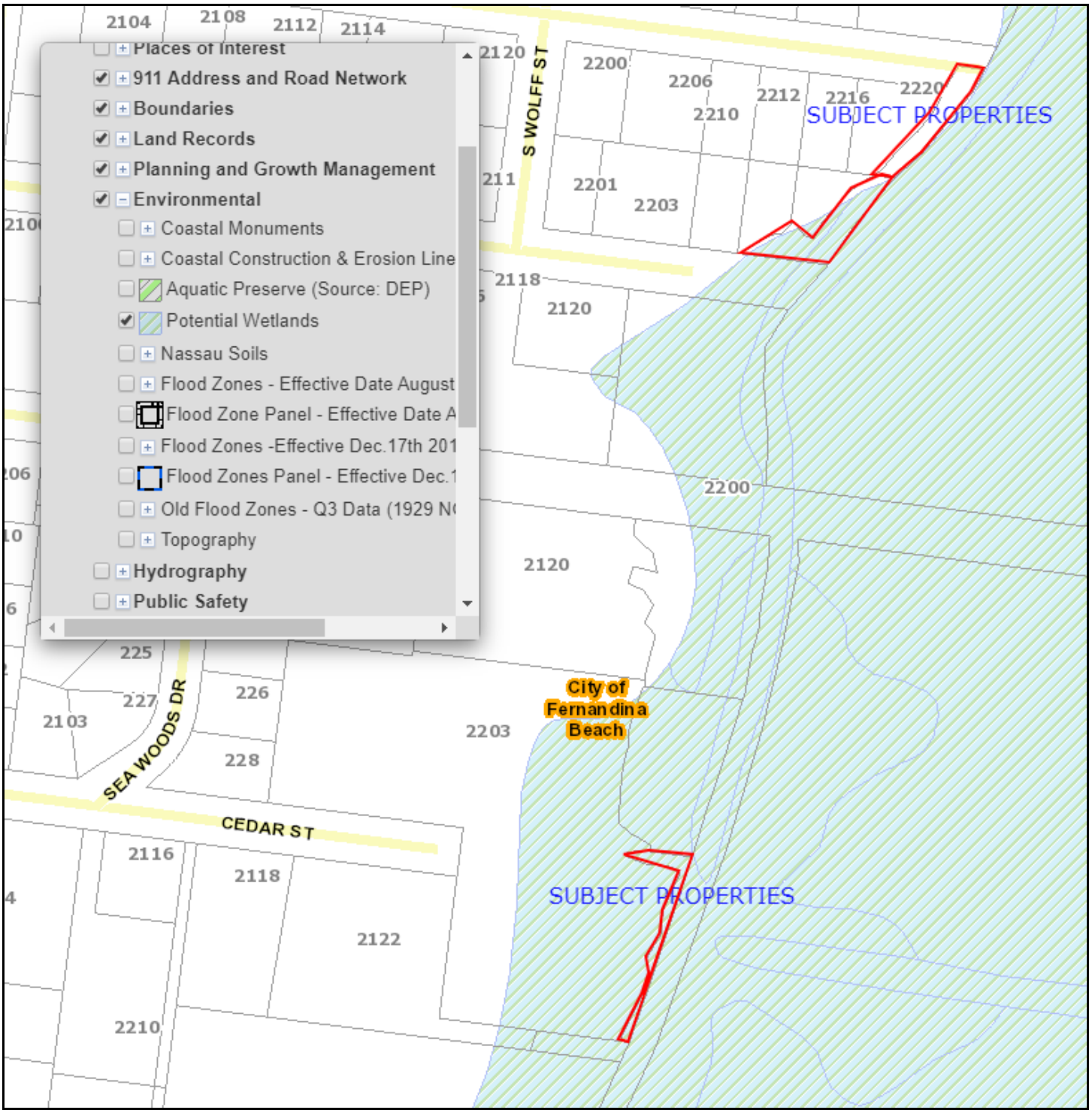
SUBJECT PROPERTIES
City of Fernandina Beach

WETLANDS


Places of Interest
911 Address and Road Network
Boundaries
Land Records
Planning and Growth Management
Environmental
Coastal Monuments
Coastal Construction & Erosion Line
Aquatic Preserve (Source: DEP)
Potential Wetlands
Nassau Soils
Flood Zones - Effective Date August
Flood Zone Panel - Effective Date A
Flood Zones -Effective Dec.17th 201
Flood Zones Panel - Effective Dec.1
Old Flood Zones - Q3 Data (1929 N
Topography
Hydrography
Public Safety
SUBJECT PROPERTIES
SUBJECT PROPERTIES
City of Fernandina Beach
S WOLFF ST
SEA WOODS DR
CEDAR ST
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2108
2112
2114
2120
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2216
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2210
2201
2203
2118
2120
2200
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225
227
226
228
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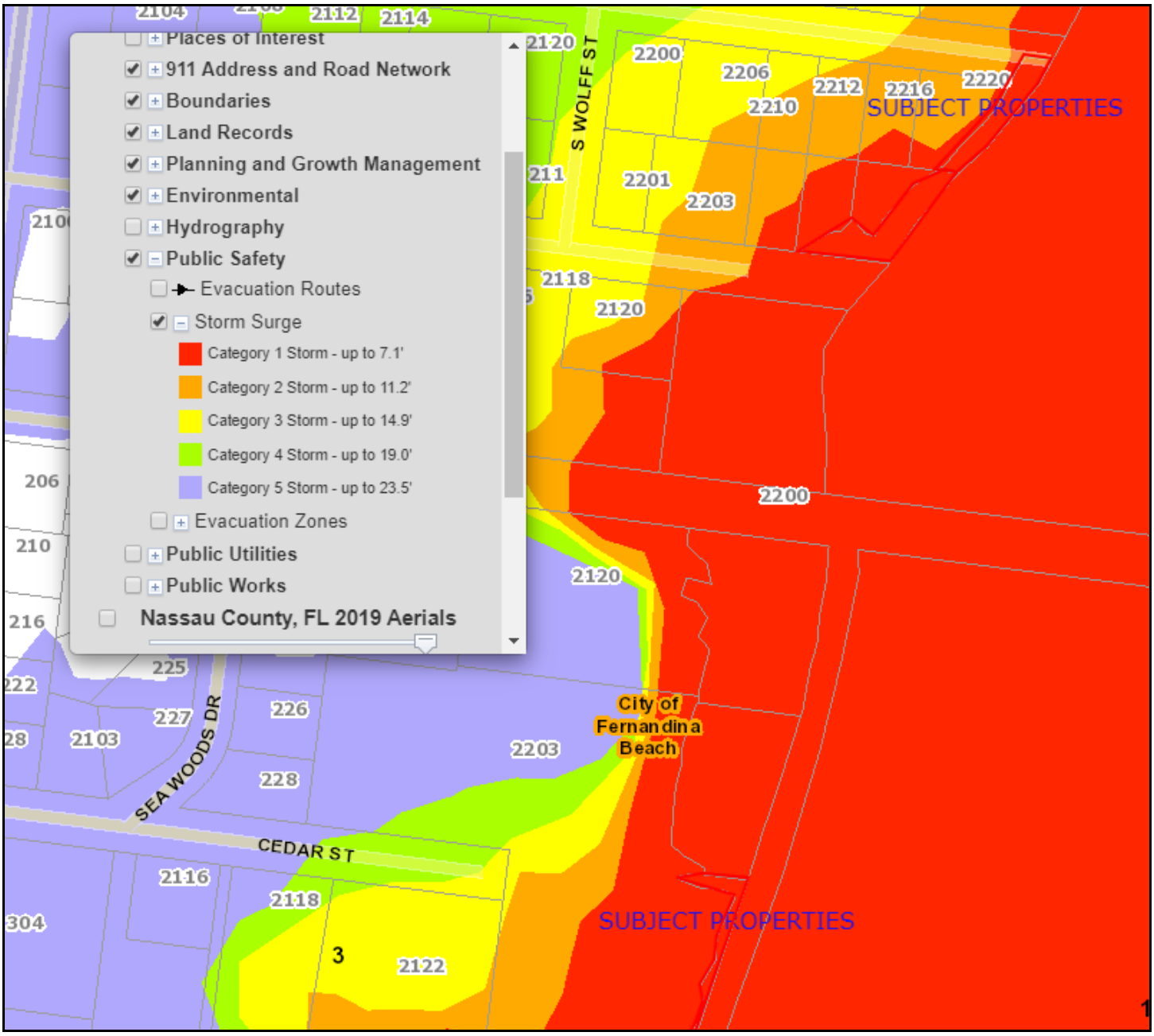
2210

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 7th 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:	Flood zone	Potential Wetlands	Avg. Topography	Soil Type	Coastal Upland Protection Zone
	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

ADJACENT PROPERTIES:	Direction	Existing Use(s)	Year Built	Zoning	FLUM
	North	Utilities + Single Fam + Vac Govern	N/A + 2002 + N/A	R-2 + R-2 + R-2	Medium Density Residential + Medium Density Residential + Medium Density Residential
	South	Vac Govern + Vac + Wasteland	N/A + N/A + N/A	R-2 + R-2 + R-2	Medium Density Residential + Medium Density Residential + Medium Density Residential
	East	Vac Govern + Vac + Vac	N/A + N/A + N/A	R-2 + R-2 + R-2	Medium Density Residential + Medium Density Residential + Medium Density Residential
	West	Vac Govern + Single Fam + Vac	N/A + 1900 + N/A	R-2 + R-2 + R-2	Medium Density Residential + Medium Density Residential + Medium 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; 5.14.09 (LDC Standards for development of environmentally sensitive and

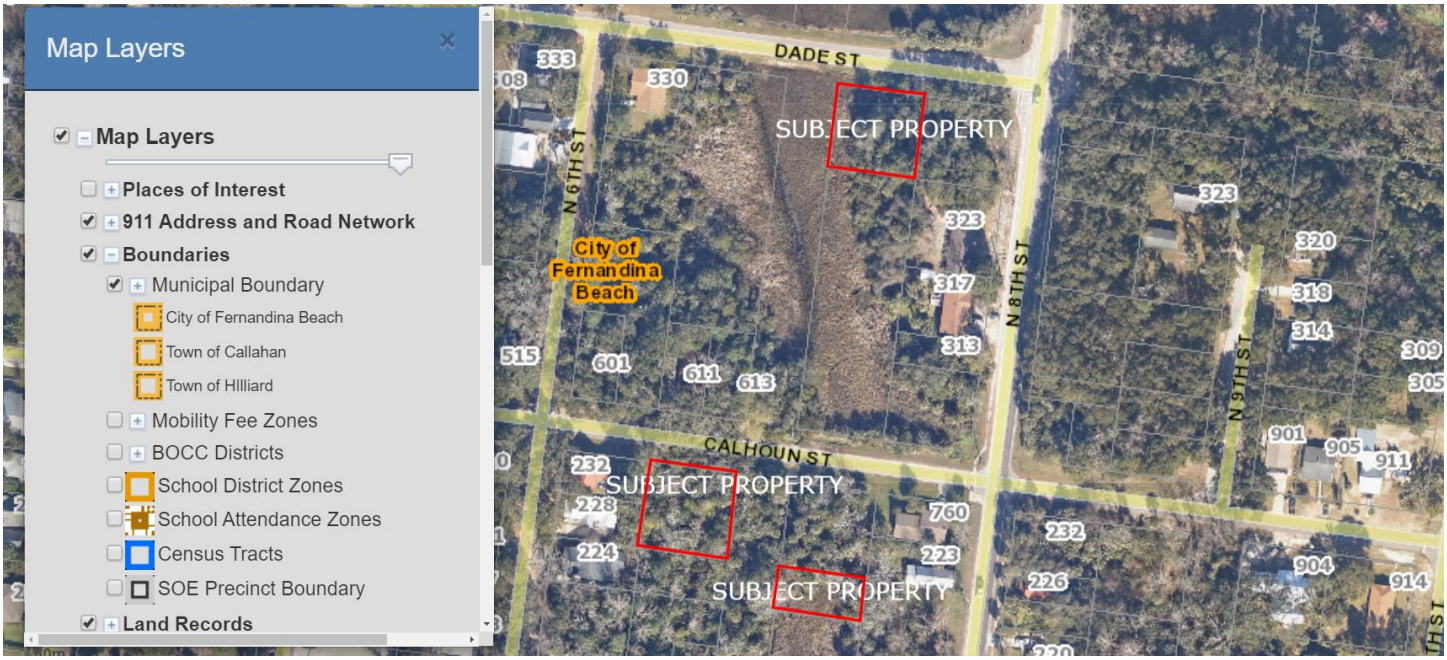
	conservation lands); 6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) Reference: www.fbfl.us/Compplan
APPLICABLE LAND DEVELOPMENT CODE SECTIONS:	2.00.03 (Establishment of district boundary); 2.01.20 (CON zoning district); 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:

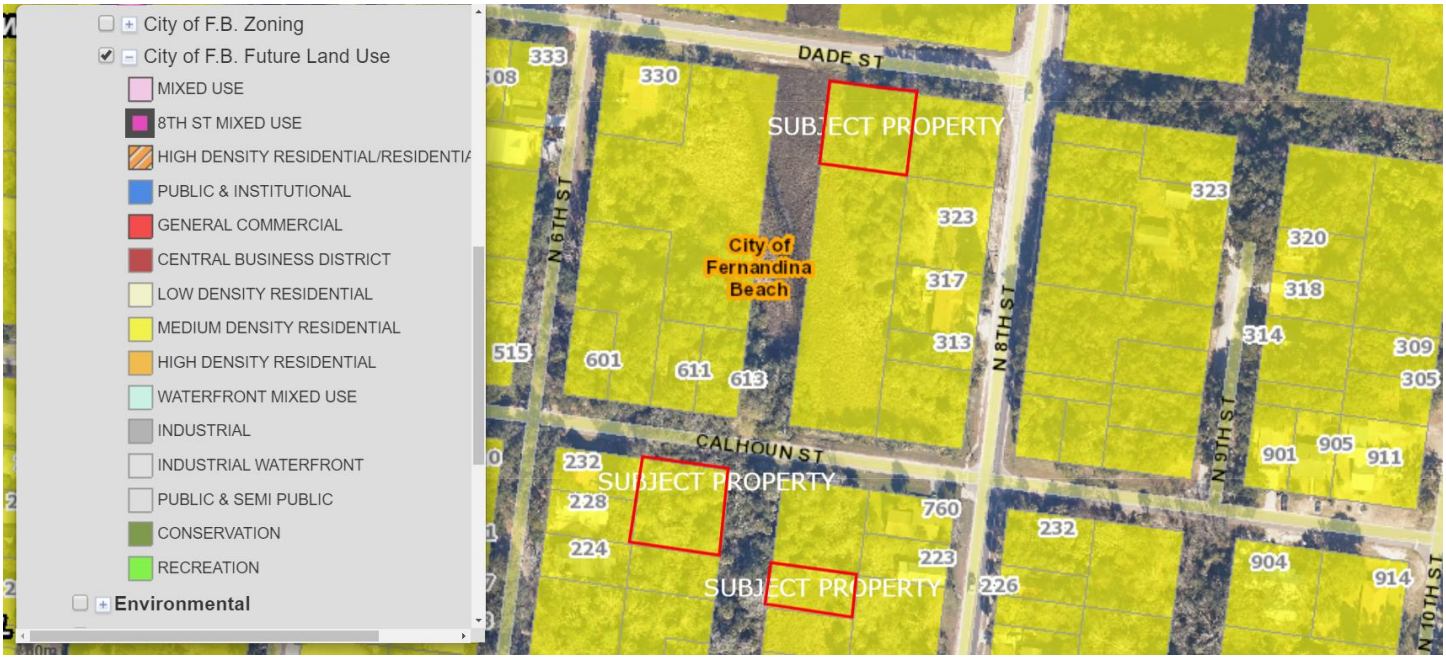
Kelly N. Gibson, AICP
Director

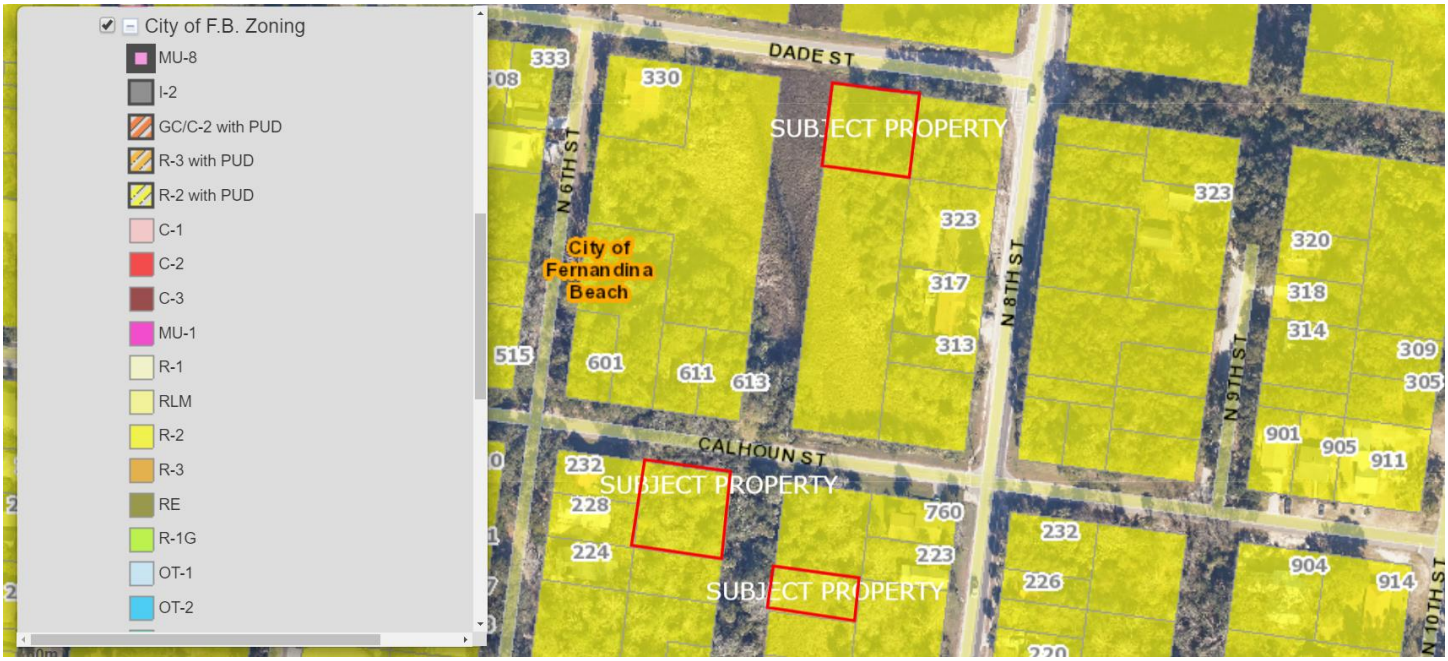
STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

PROPERTY BOUNDARY

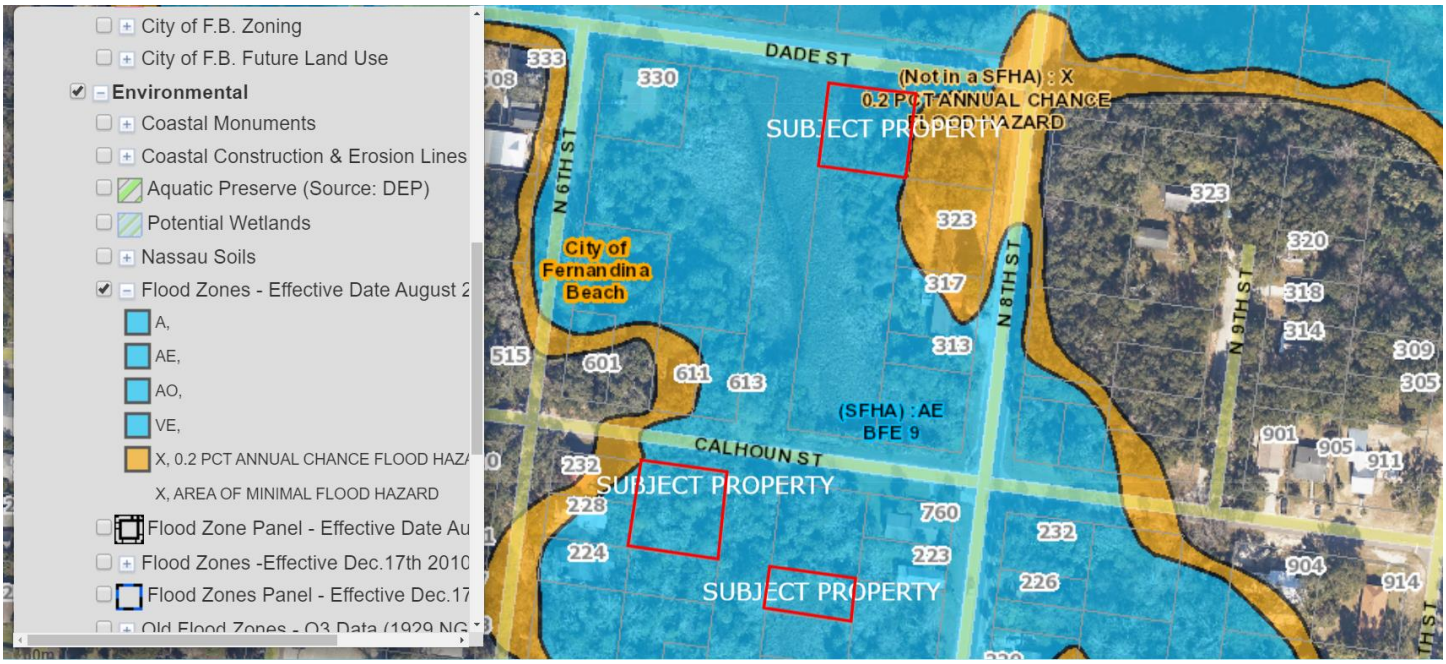


CURRENT LAND USE AND ZONING




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
R-2
R-3
RE
R-1G
OT-1
OT-2
DADE ST
SUBJECT PROPERTY
N 6TH ST
City of Fernandina Beach
N 8TH ST
N 9TH ST
CALHOUN ST
SUBJECT PROPERTY
SUBJECT PROPERTY
N 10TH ST

FLOODZONE


City of F.B. Zoning
City of F.B. Future Land Use
Environmental
Coastal Monuments
Coastal Construction & Erosion Lines
Aquatic Preserve (Source: DEP)
Potential Wetlands
Nassau Soils
Flood Zones - Effective Date August 2
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(SFHA) : AE
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CALHOUN ST
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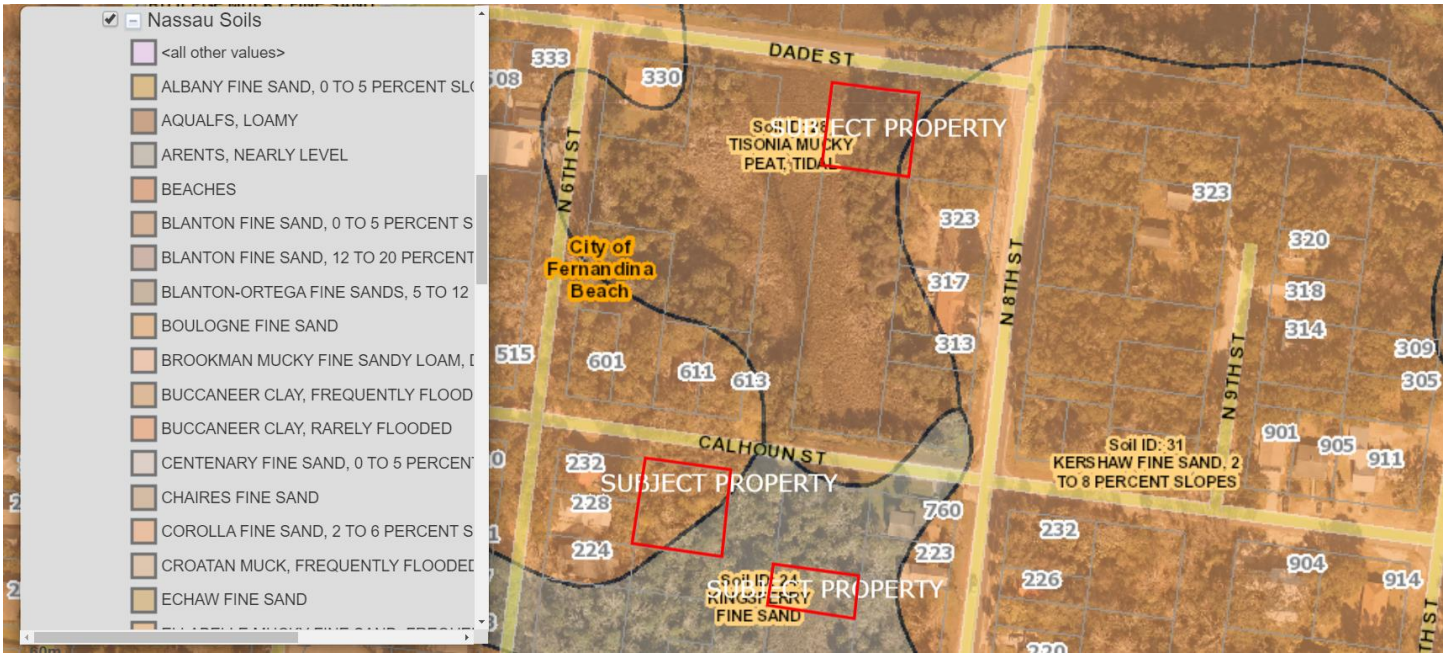
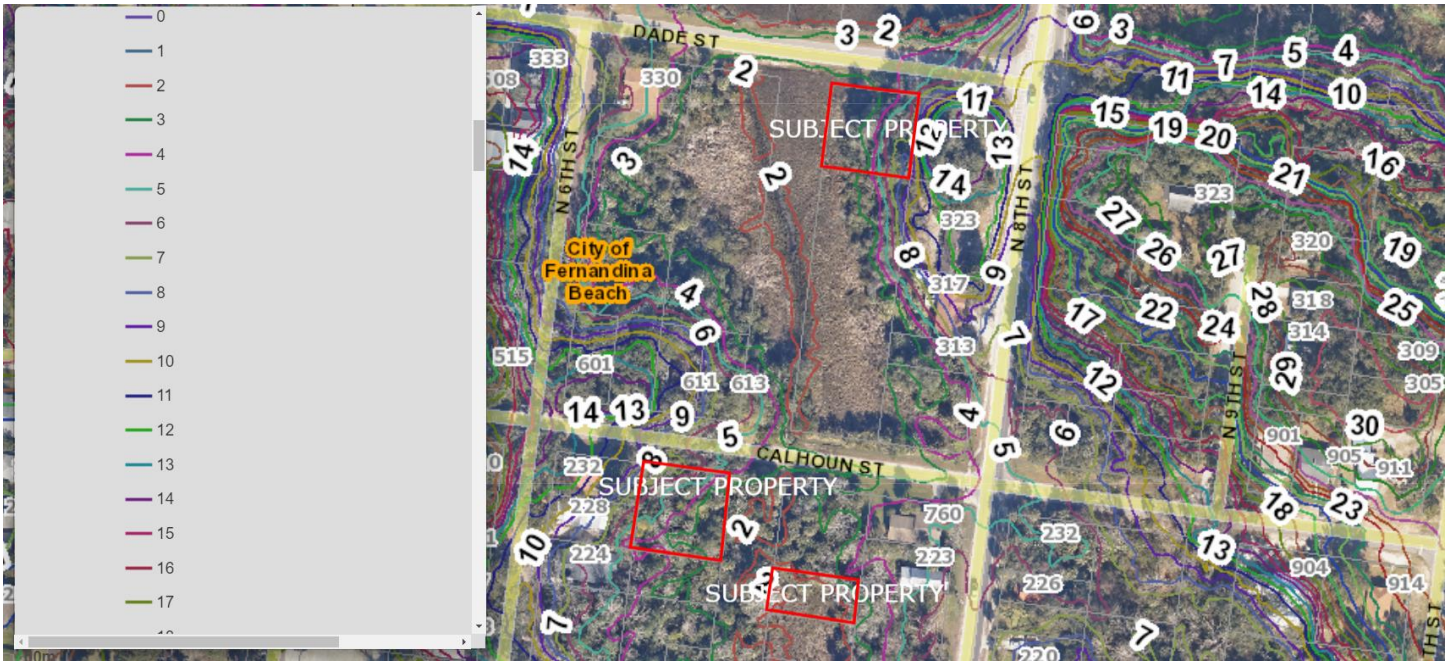
SUBJECT PROPERTY

STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

SOILS

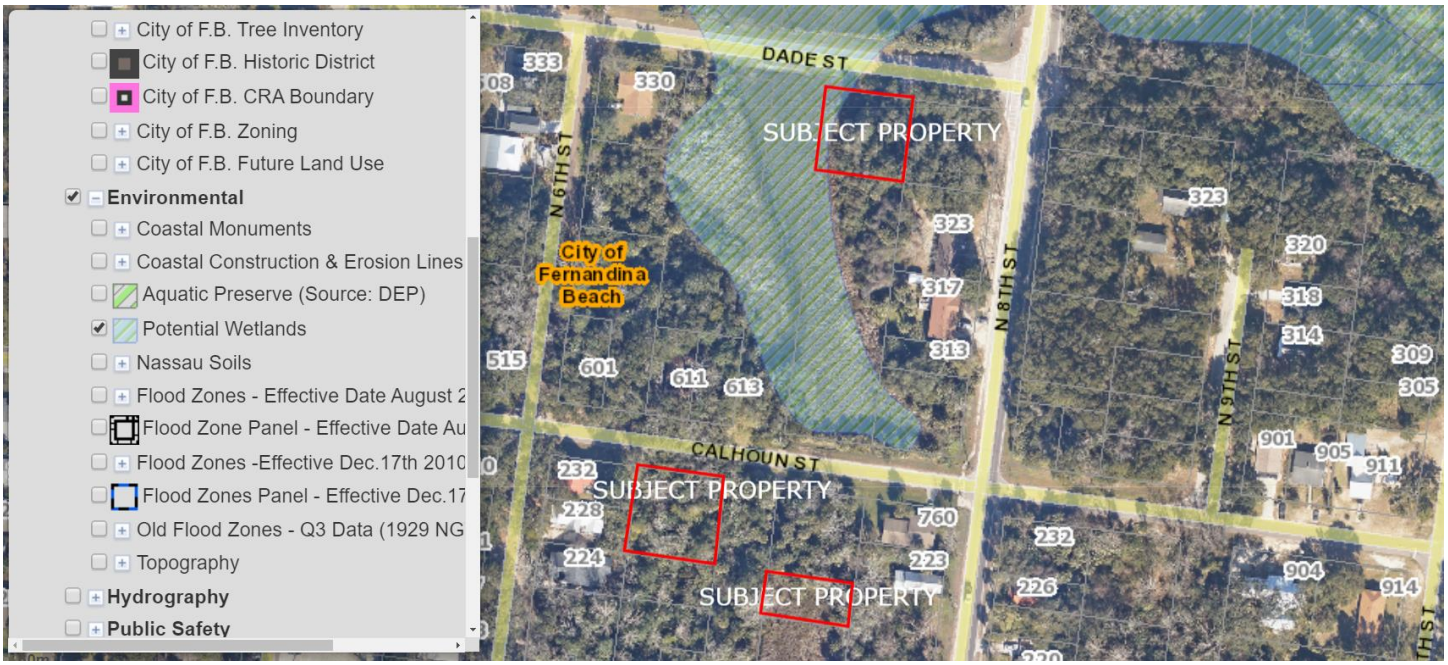


TOPOGRAPHY

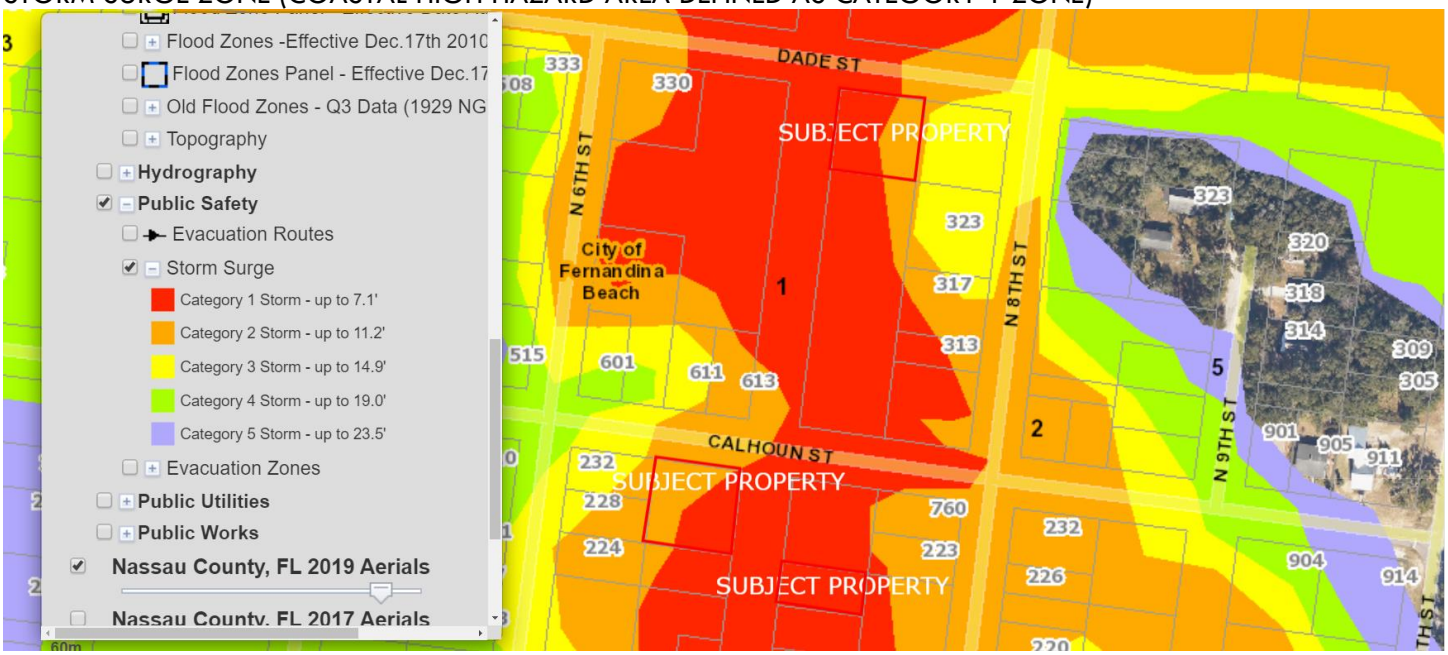


STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

WETLANDS



STORM SURGE ZONE (COASTAL HIGH HAZARD AREA DEFINED AS CATEGORY 1 ZONE)



STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

APPLICATION FOR FUTURE LAND USE MAP + ZONING AMENDMENTS NON-CITY OWNED PARCELS

*** All required application materials have been received. All fees have been paid. All required notices have been made. All copies of required materials are part of the official record and have been made available on the City's website and at the Department of Planning and Conservation. ***

APPLICATION & SURROUNDING AREA INFORMATION:

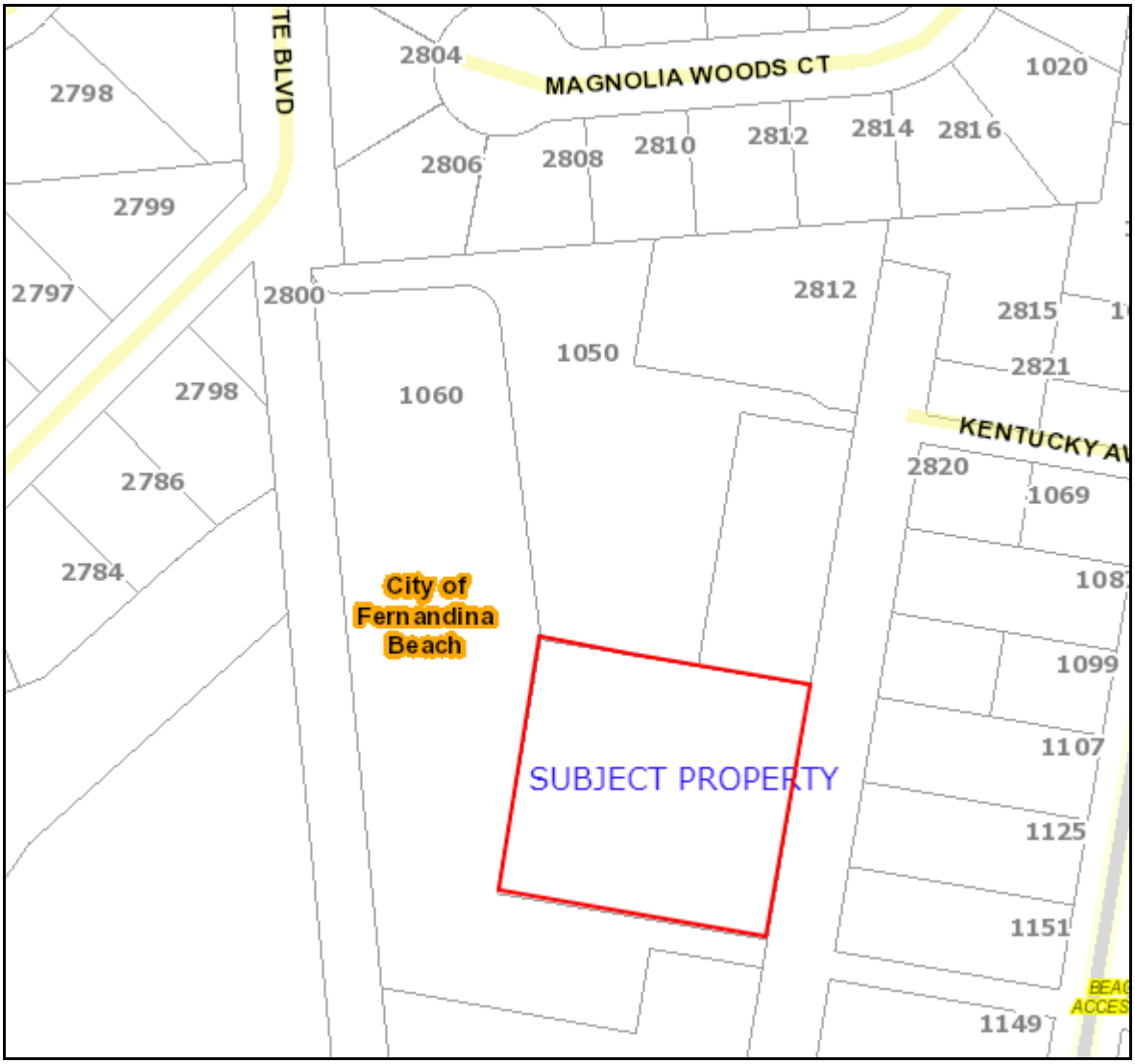
PARCEL ID # AND PROPERTY OWNER:	00-00-31-1540-0017-0020 STATE OF FLORIDA				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change (In accordance with action directed under Ord. 2019-05)				
LOCATION AND DESCRIPTION OF SITE:	1st Avenue – Vacant/Undisturbed				
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:	Flood zone	Potential Wetlands	Avg. Topography	Soil Type	Coastal Upland Protection Zone
	AE	YES	0' to 3'	Muck + Fine Sand	NO
ADJACENT PROPERTIES:	Direction	Existing Use(s)	Year Built	Zoning	FLUM
	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;				

	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.

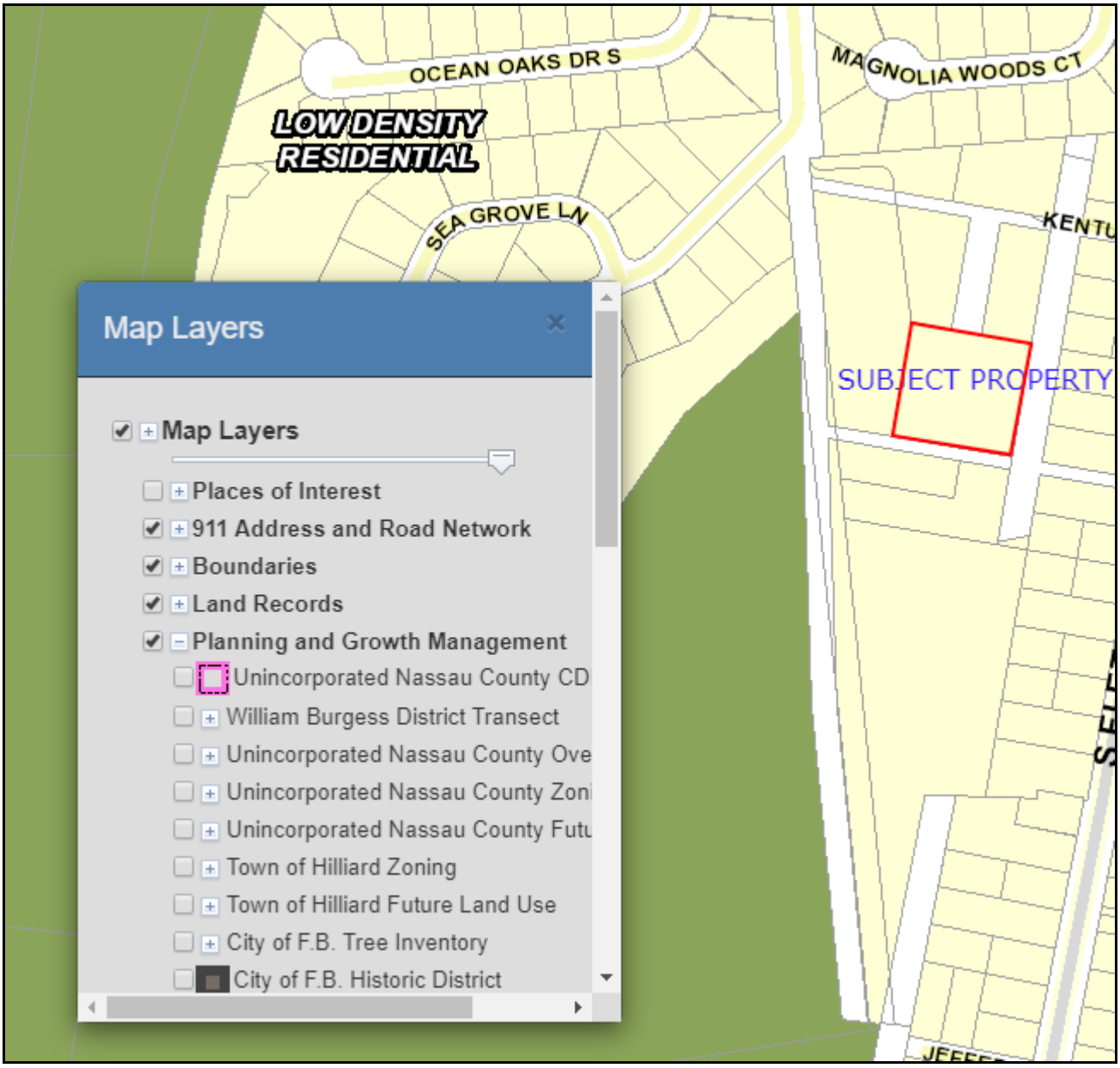
Submitted by:

Kelly N. Gibson, AICP
Director

PROPERTY BOUNDARY



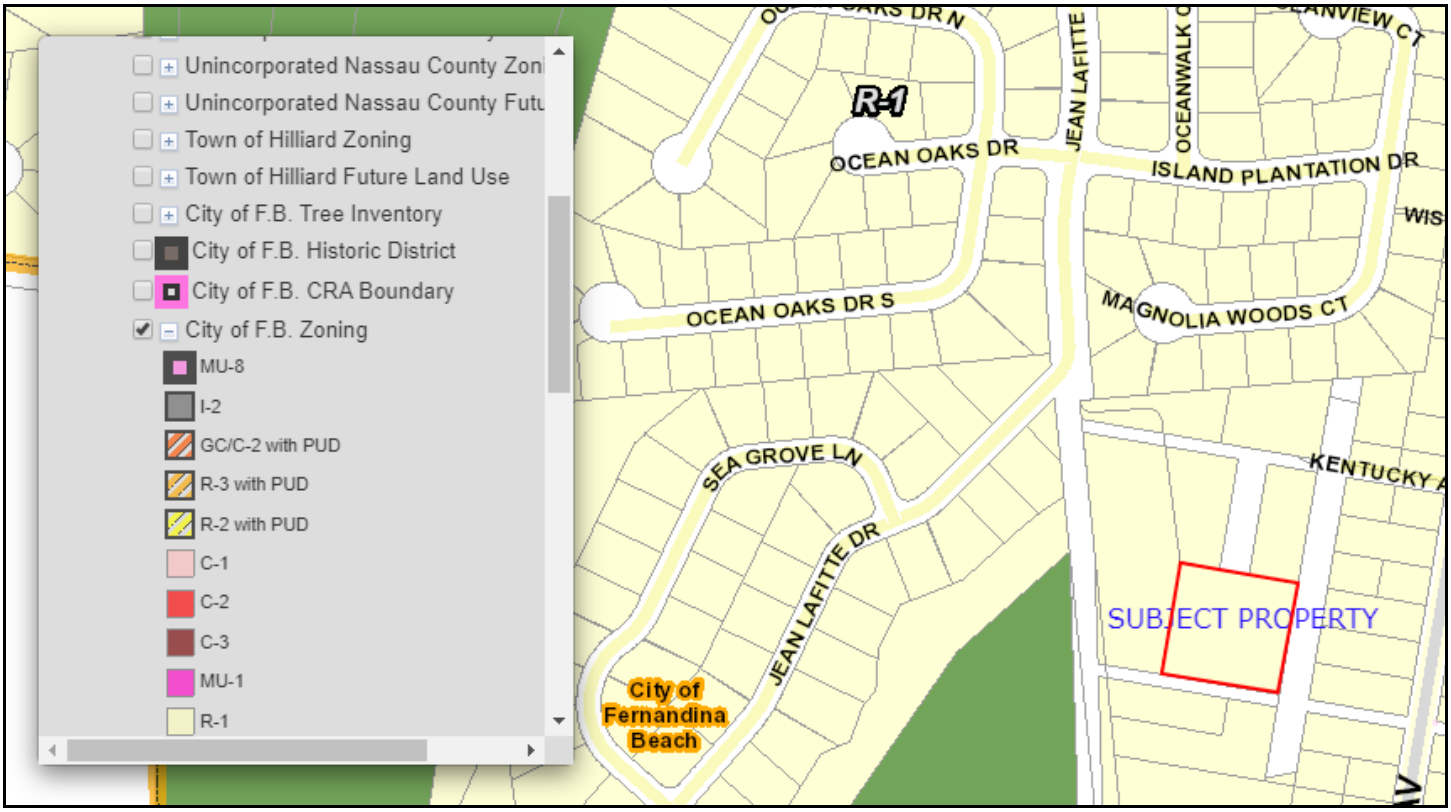
CURRENT LAND USE



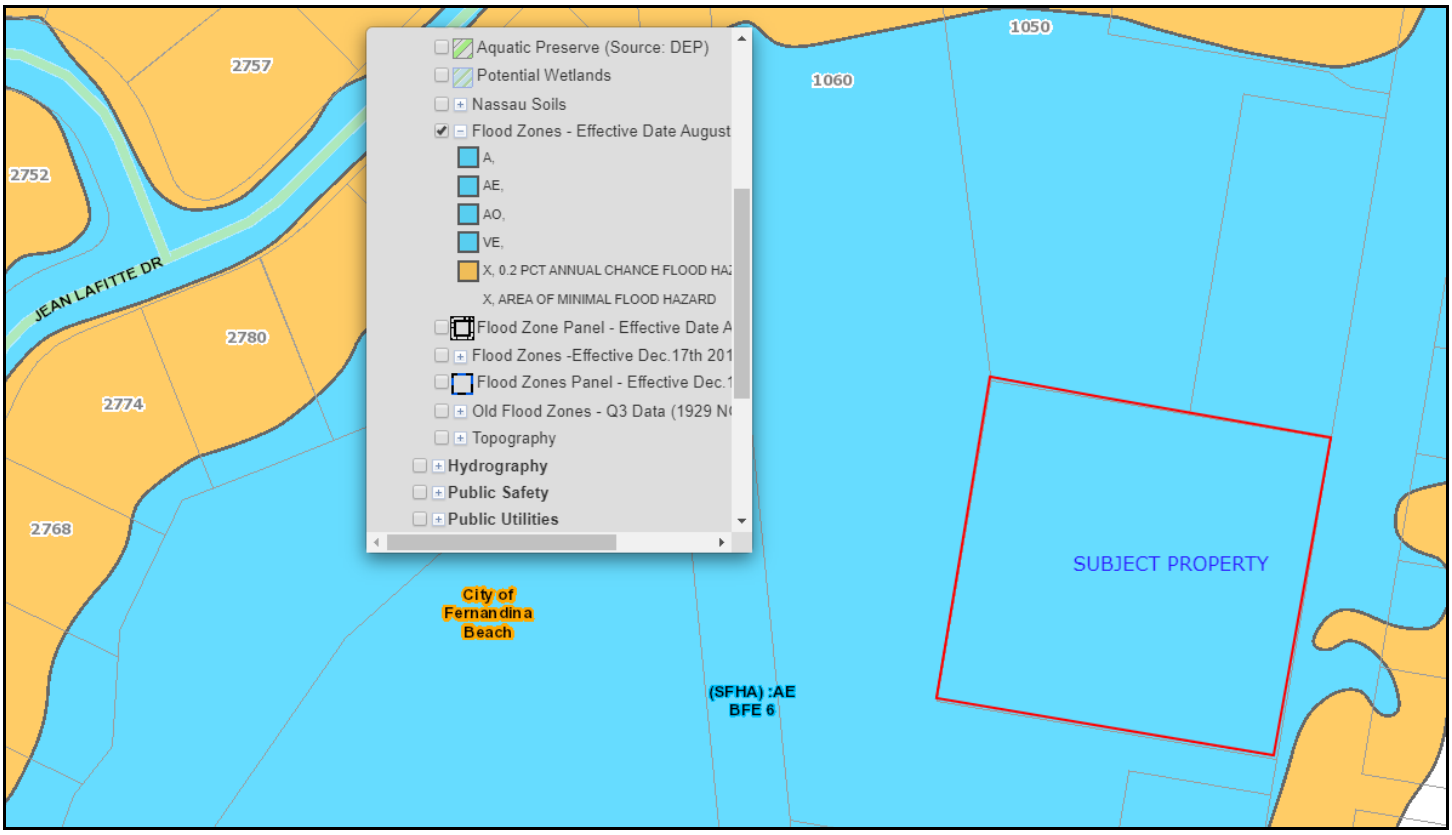
AND

STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

ZONING



FLOODZONE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JEAN LAFITTE DR
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Aquatic Preserve (Source: DEP)
Potential Wetlands
Nassau Soils
Flood Zones - Effective Date August
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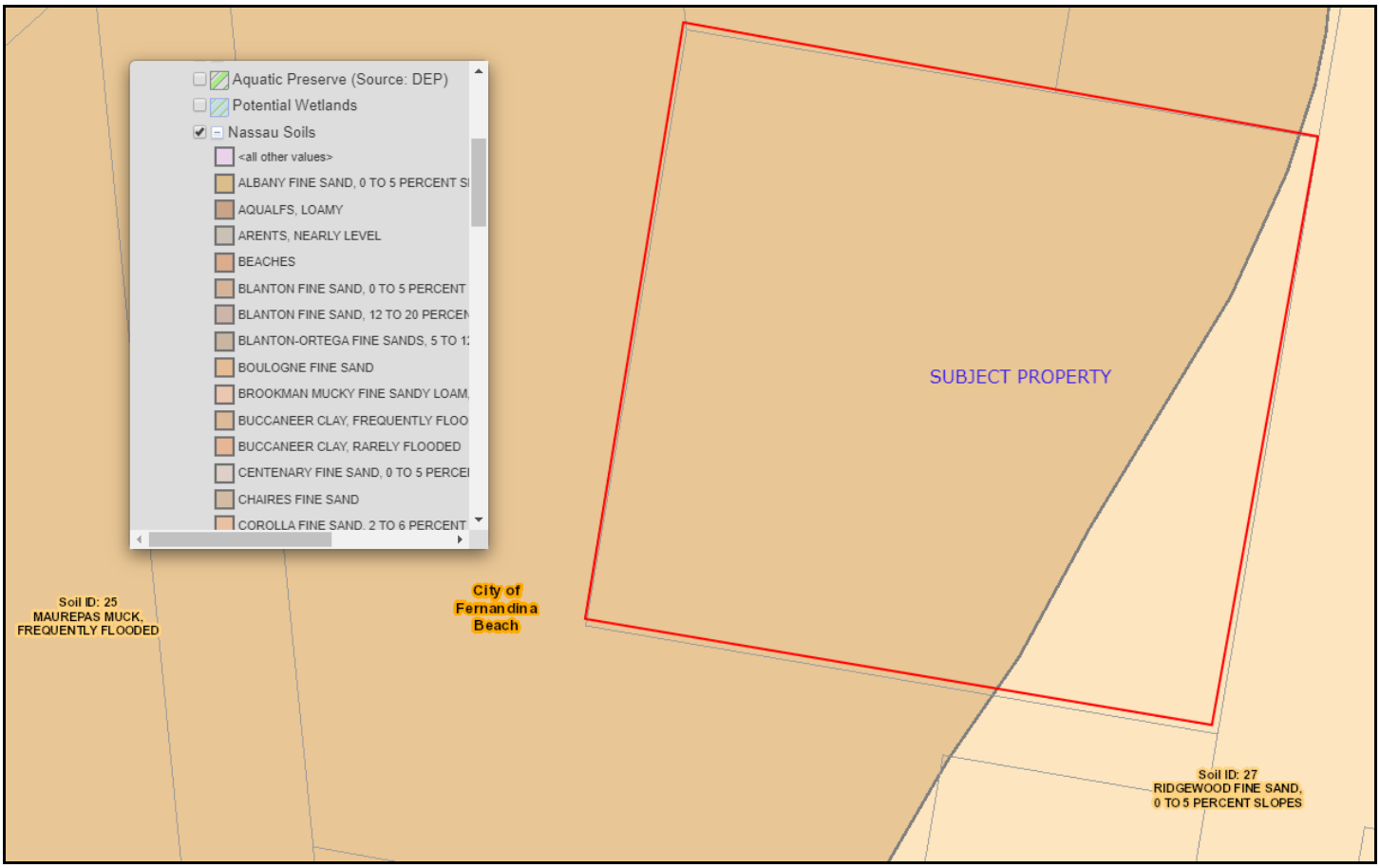
Flood Zones Panel - Effective Dec.1
Old Flood Zones - Q3 Data (1929 N
Topography
Hydrography
Public Safety
Public Utilities
City of Fernandina Beach
(SFHA) :AE
BFE 6
SUBJECT PROPERTY

SOILS


Aquatic Preserve (Source: DEP)
Potential Wetlands
Nassau Soils
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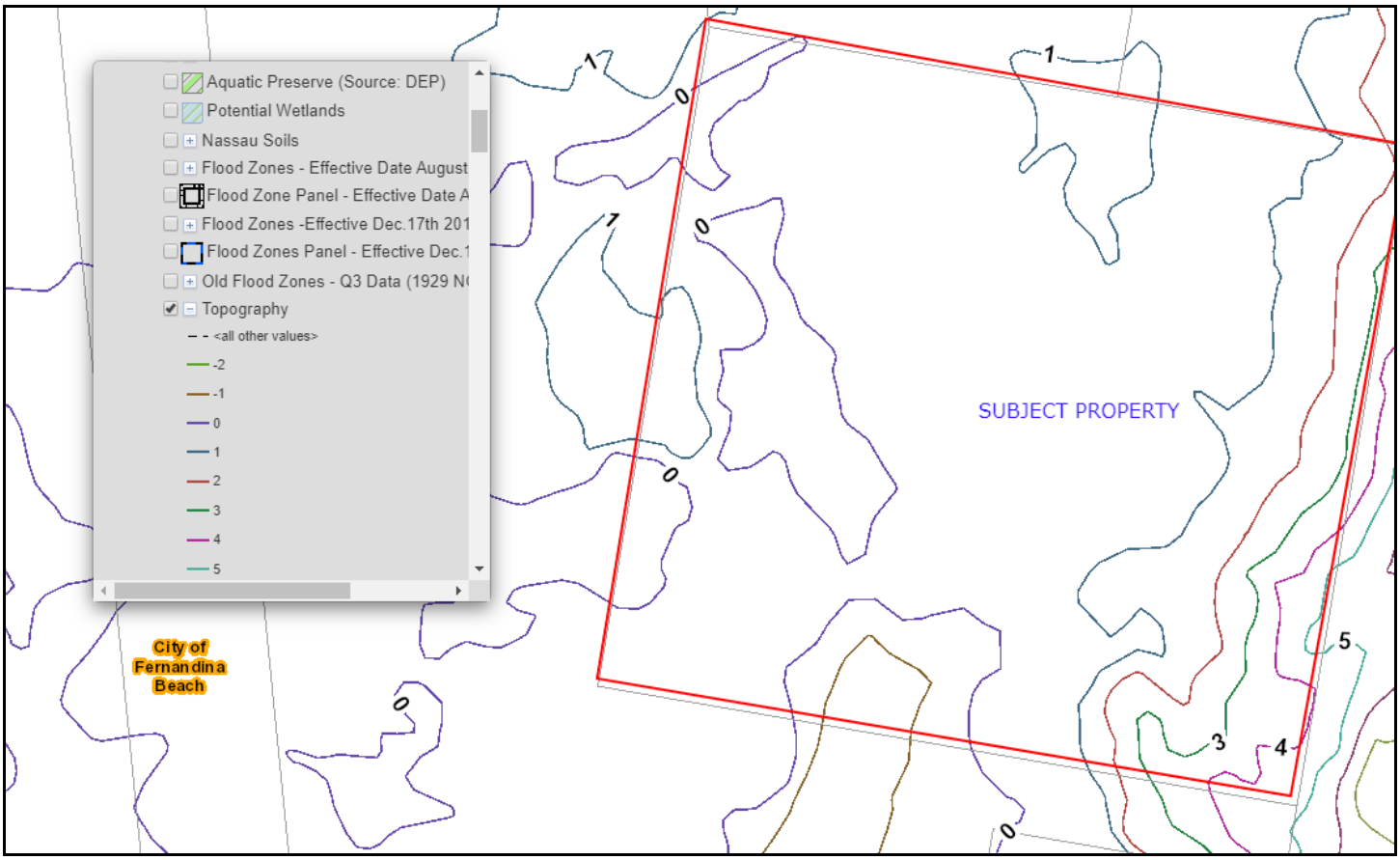
ALBANY FINE SAND, 0 TO 5 PERCENT SI
AQUALFS, LOAMY
ARENTS, NEARLY LEVEL
BEACHES
BLANTON FINE SAND, 0 TO 5 PERCENT
BLANTON FINE SAND, 12 TO 20 PERCEN
BLANTON-ORTEGA FINE SANDS, 5 TO 1
BOULOGNE FINE SAND
BROOKMAN MUCKY FINE SANDY LOAM,
BUCCANEER CLAY, FREQUENTLY FLOO
BUCCANEER CLAY, RARELY FLOODED
CENTENARY FINE SAND, 0 TO 5 PERCEI
CHAIRES FINE SAND
COROLLA FINE SAND, 2 TO 6 PERCENT
SUBJECT PROPERTY
Soil ID: 25
MAUREPAS MUCK,
FREQUENTLY FLOODED
City of
Fernandina
Beach
Soil ID: 27
RIDGEWOOD FINE SAND,
0 TO 5 PERCENT SLOPES

TOPOGRAPHY


Aquatic Preserve (Source: DEP)
Potential Wetlands
Nassau Soils
Flood Zones - Effective Date August
Flood Zone Panel - Effective Date A
Flood Zones -Effective Dec.17th 201
Flood Zones Panel - Effective Dec.1
Old Flood Zones - Q3 Data (1929 N
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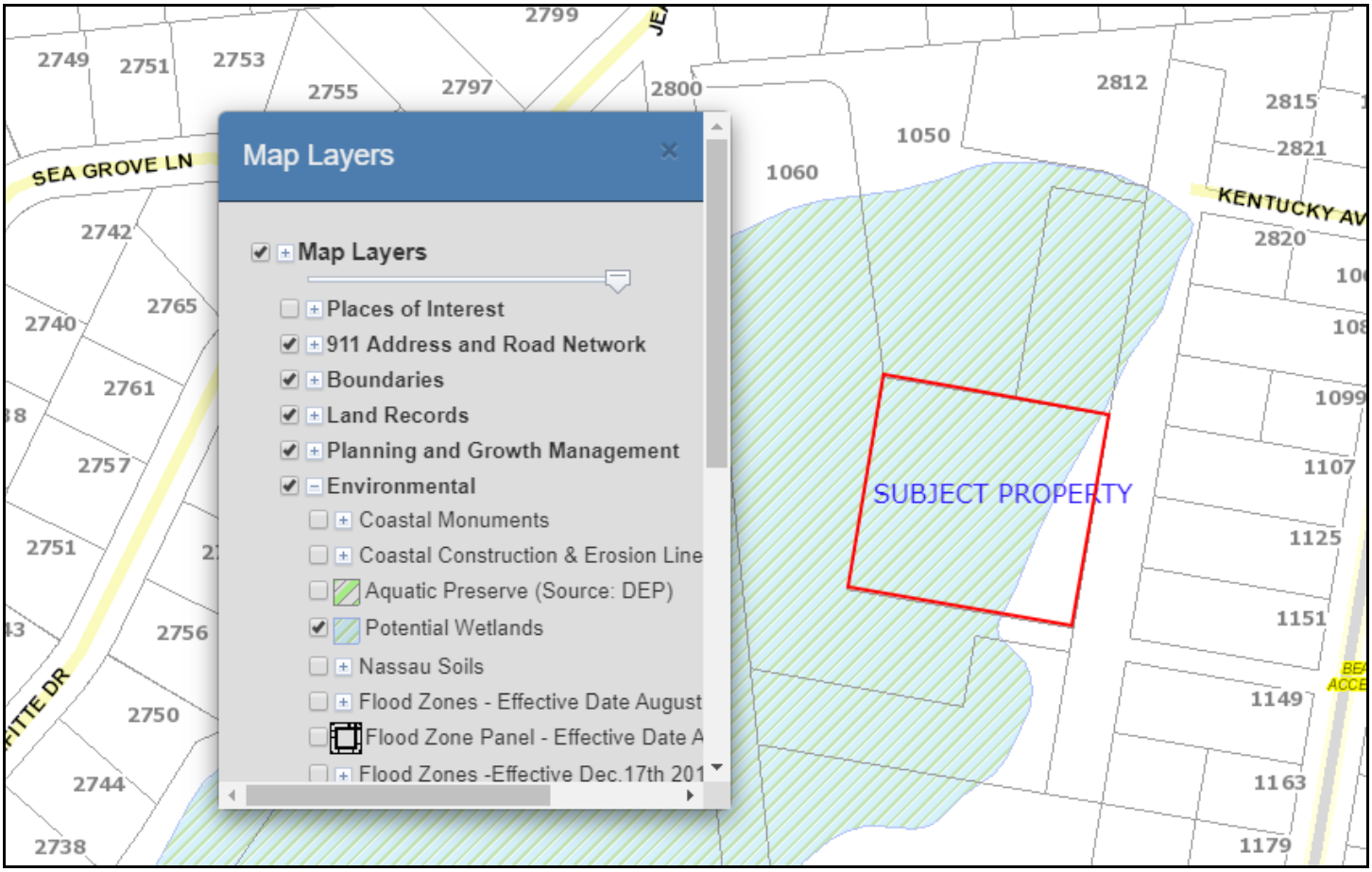
SUBJECT PROPERTY
City of Fernandina Beach

WETLANDS


Map Layers
Map Layers
Places of Interest
911 Address and Road Network
Boundaries
Land Records
Planning and Growth Management
Environmental
Coastal Monuments
Coastal Construction & Erosion Line
Aquatic Preserve (Source: DEP)
Potential Wetlands
Nassau Soils
Flood Zones - Effective Date August
Flood Zone Panel - Effective Date A
Flood Zones -Effective Dec.17th 201
SUBJECT PROPERTY
SEA GROVE LN
KENTUCKY AV
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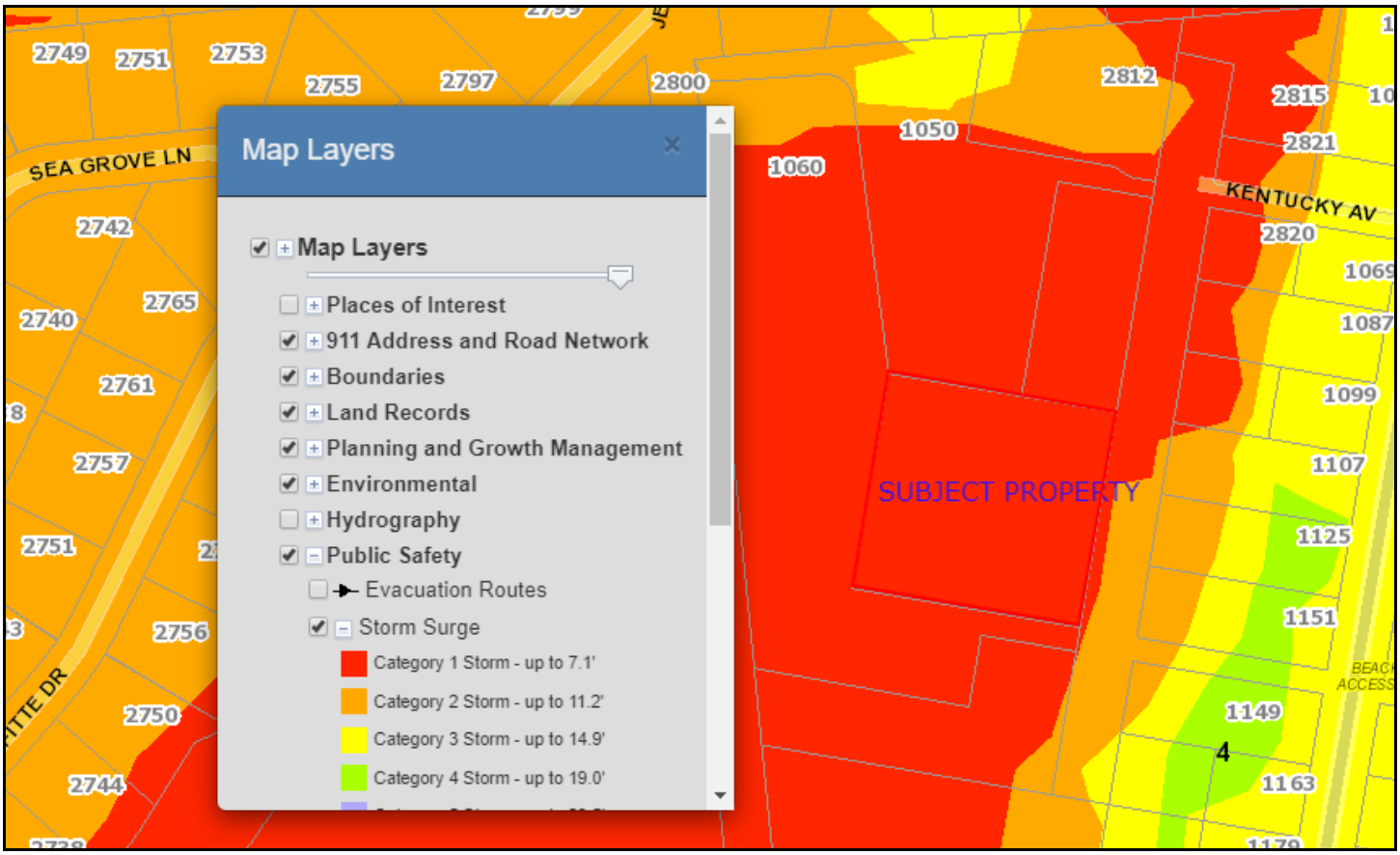
STORM SURGE ZONE (COASTAL HIGH HAZARD AREA DEFINED AS CATEGORY 1 ZONE)



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:	MEDIIUM DENSITY RESIDENTIAL R-2				
PROPOSED LAND USE + ZONING:	Conservation + CON				
EXISTING USES ON SITE:	Vacant/ Undisturbed				
PROPERTY SIZE:	1.3				
ENVIRONMENTAL CHARACTERISTICS:	Flood zone	Potential Wetlands	Avg. Topography	Soil Type	Coastal Upland Protection Zone
	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:	Direction	Existing Use(s)	Year Built	Zoning	FLUM
	North	Vac Govern	n/a	REC	Recreation
	South	Single Fam	*1968*	R-2	Medium Density Residential
	East	Single Fam	1980-2010	R-2	Medium Density Residential
	West	Vac Govern	n/a	REC/CON	Recreation/Conservation

STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

APPLICABLE COMPREHENSIVE PLAN POLICIES:	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering); 1.07.15 (conservation land use category); Objective 5.08 (Wetlands Protection and Preservation) and all policy statements which follow; Objective 5.10 (Wildlife Planning) and specific policies 5.10.01, 5.10.02, 5.10.05 5.14.09 (development standards for environmentally sensitive and conservation lands); Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands); 6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) Reference: www.fbfl.us/Compplan
APPLICABLE LAND DEVELOPMENT CODE SECTIONS:	2.00.03 (Establishment of district boundary); 2.01.20 (CON zoning district); 3.02.06 (Land Uses within Areas of Special Flood Hazard); 3.03.00 (Wetland Protection); 4.05.00 (Landscaping, Buffers, and Tree Protection); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) Reference: www.fbfl.us/LDC
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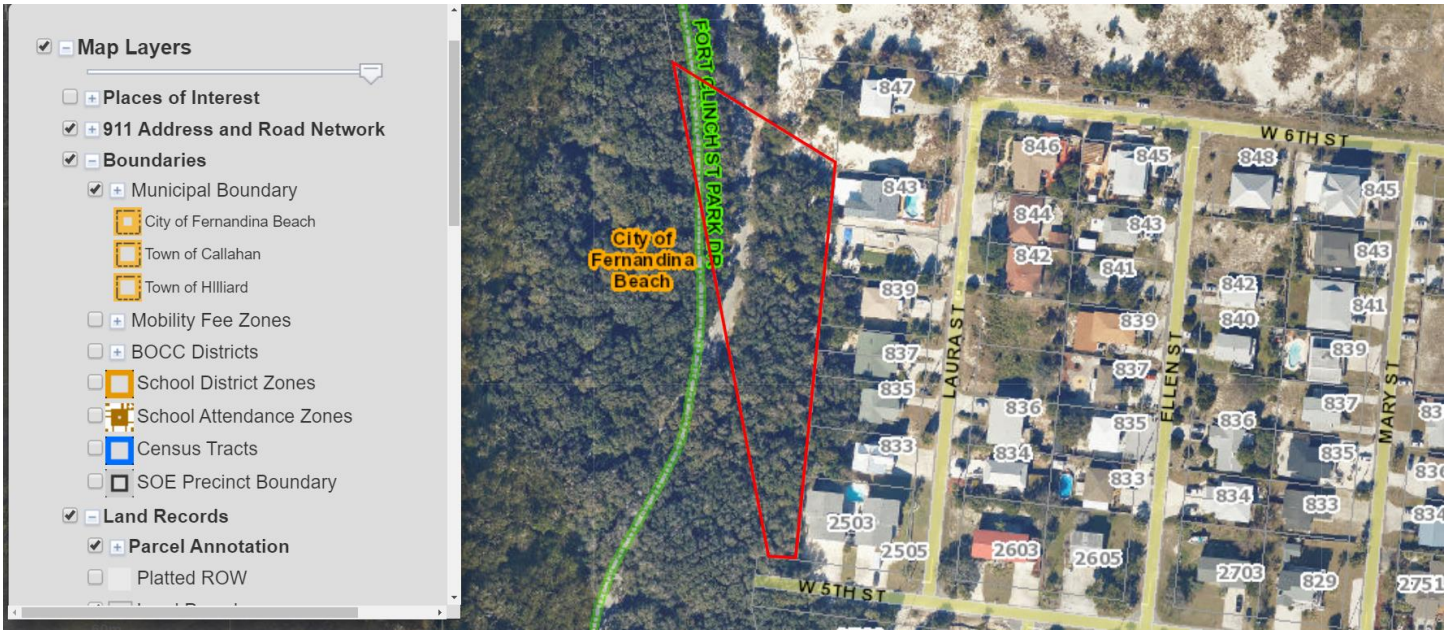
Submitted by:

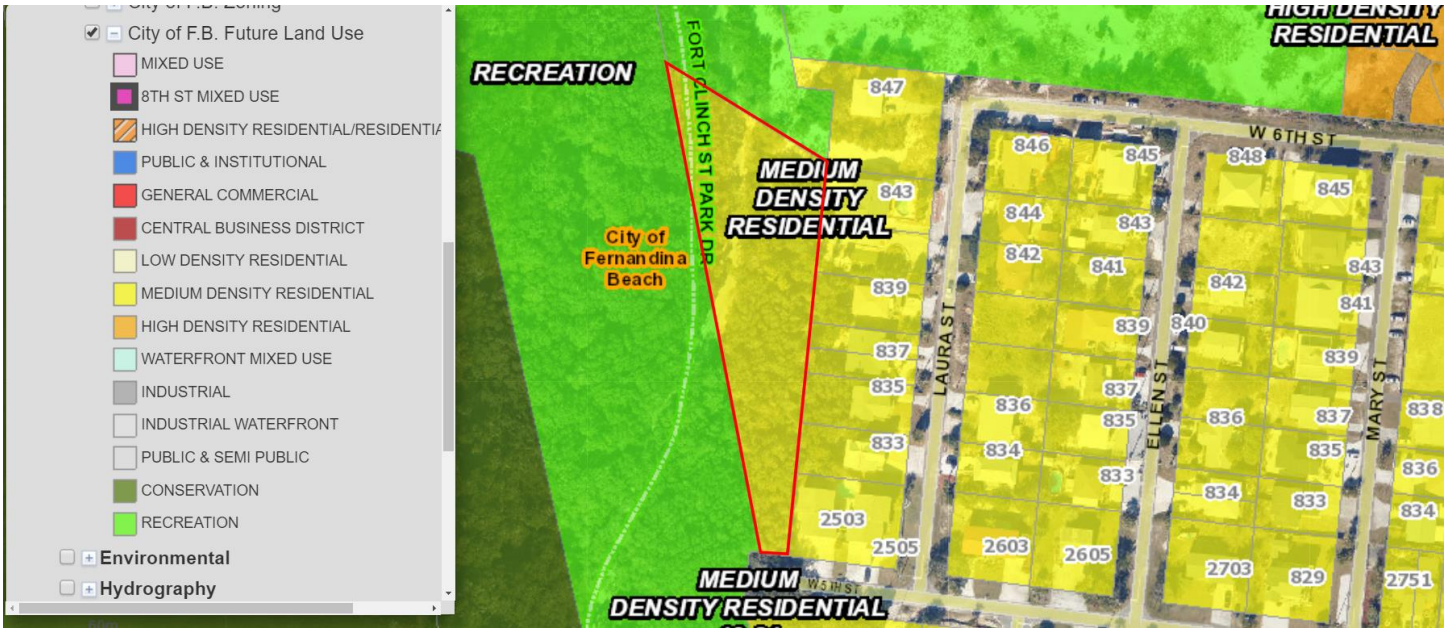
Kelly N. Gibson, AICP
Director

STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

PROPERTY BOUNDARY

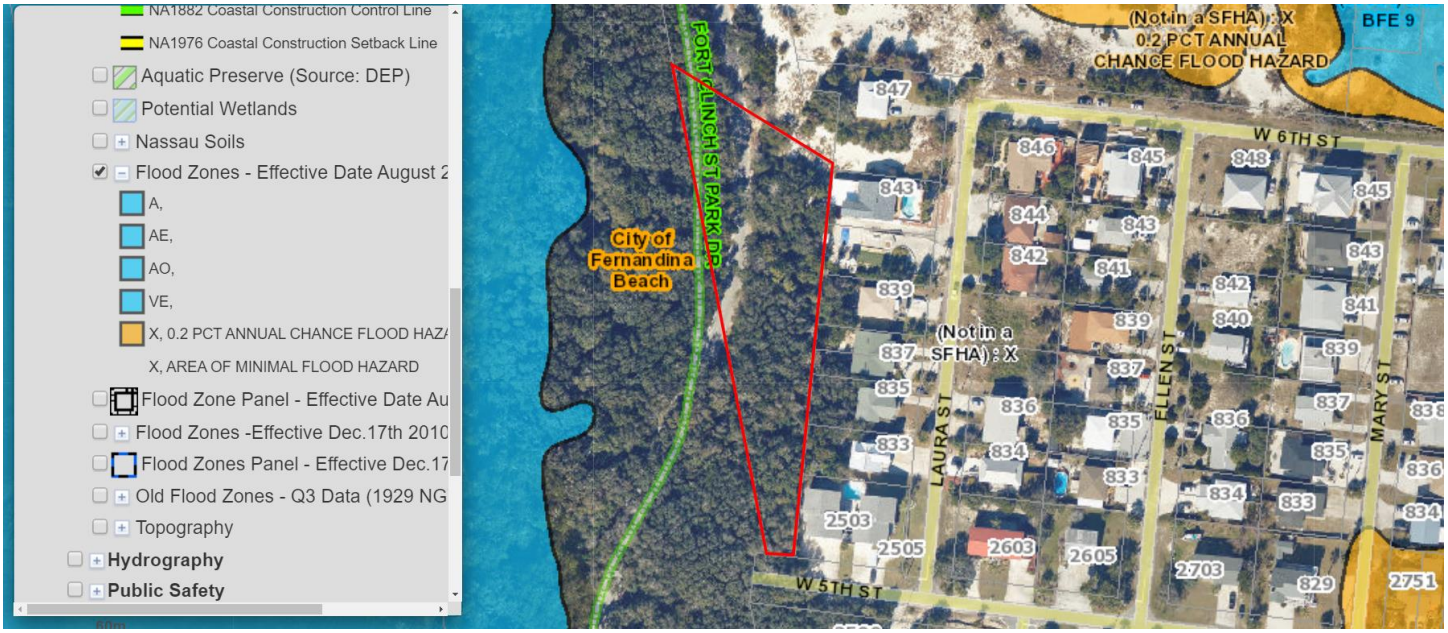


CURRENT LAND USE AND ZONING



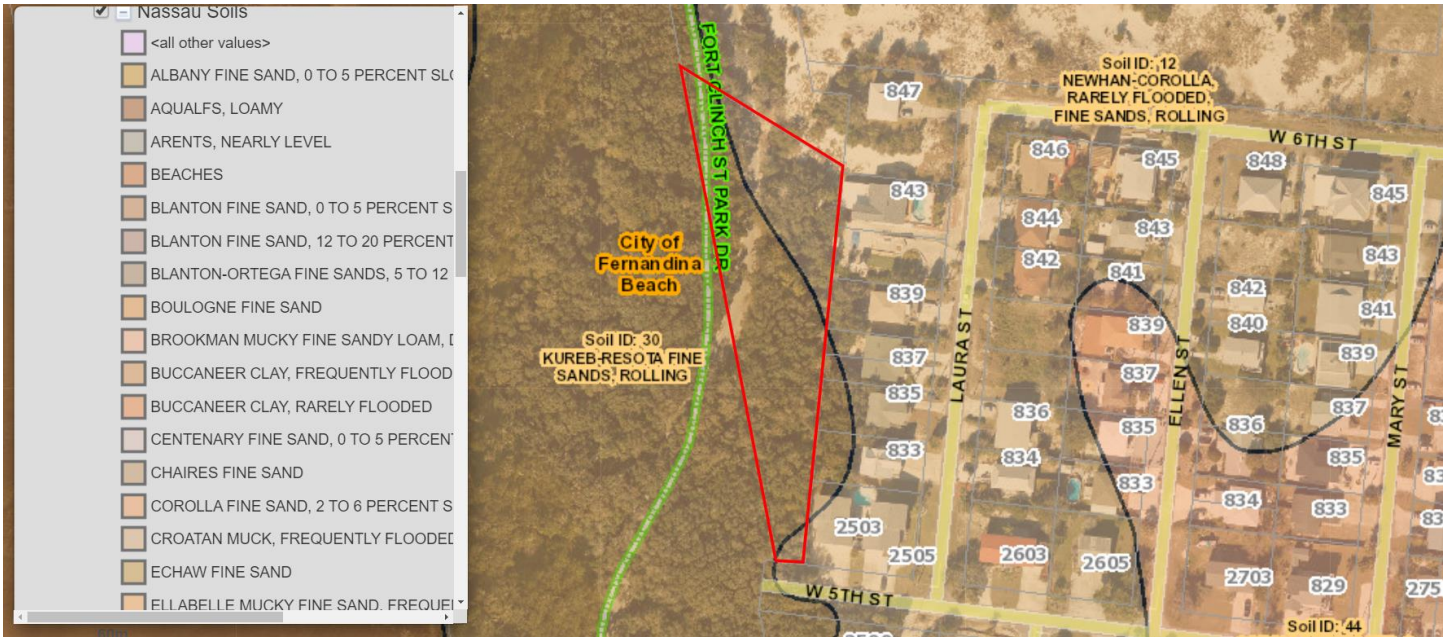
STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

FLOODZONE

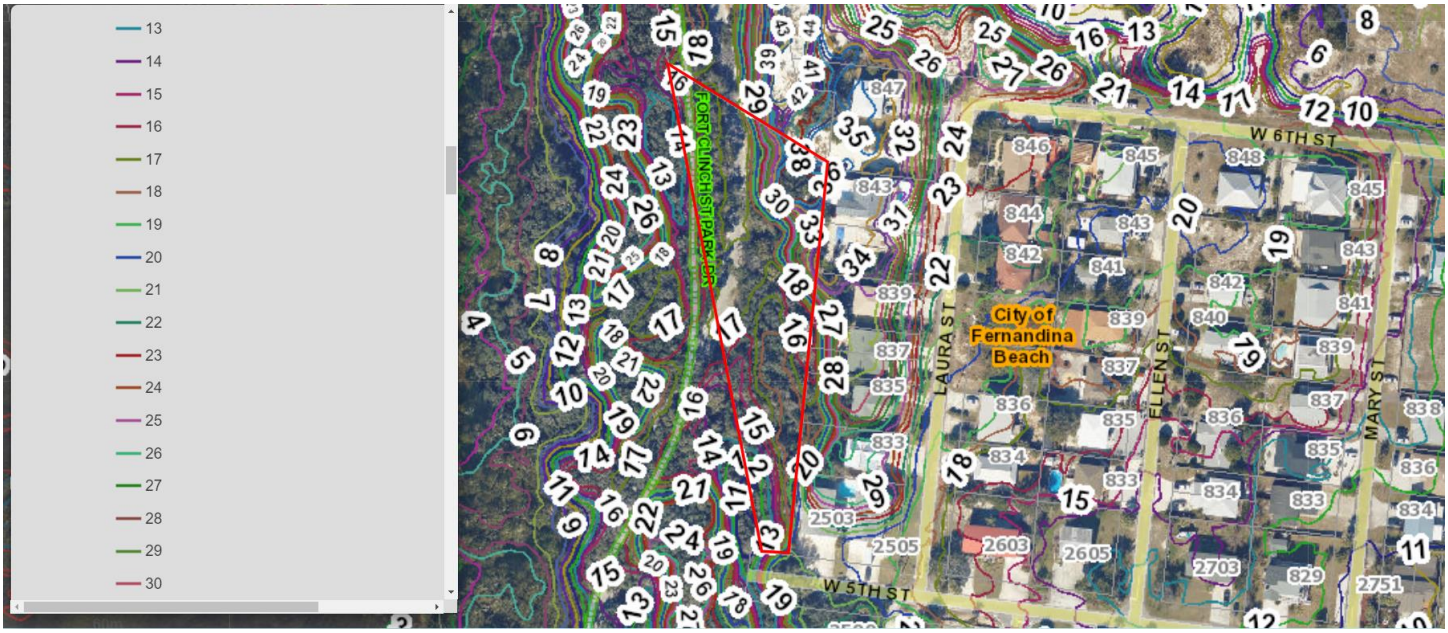


STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

SOILS



TOPOGRAPHY



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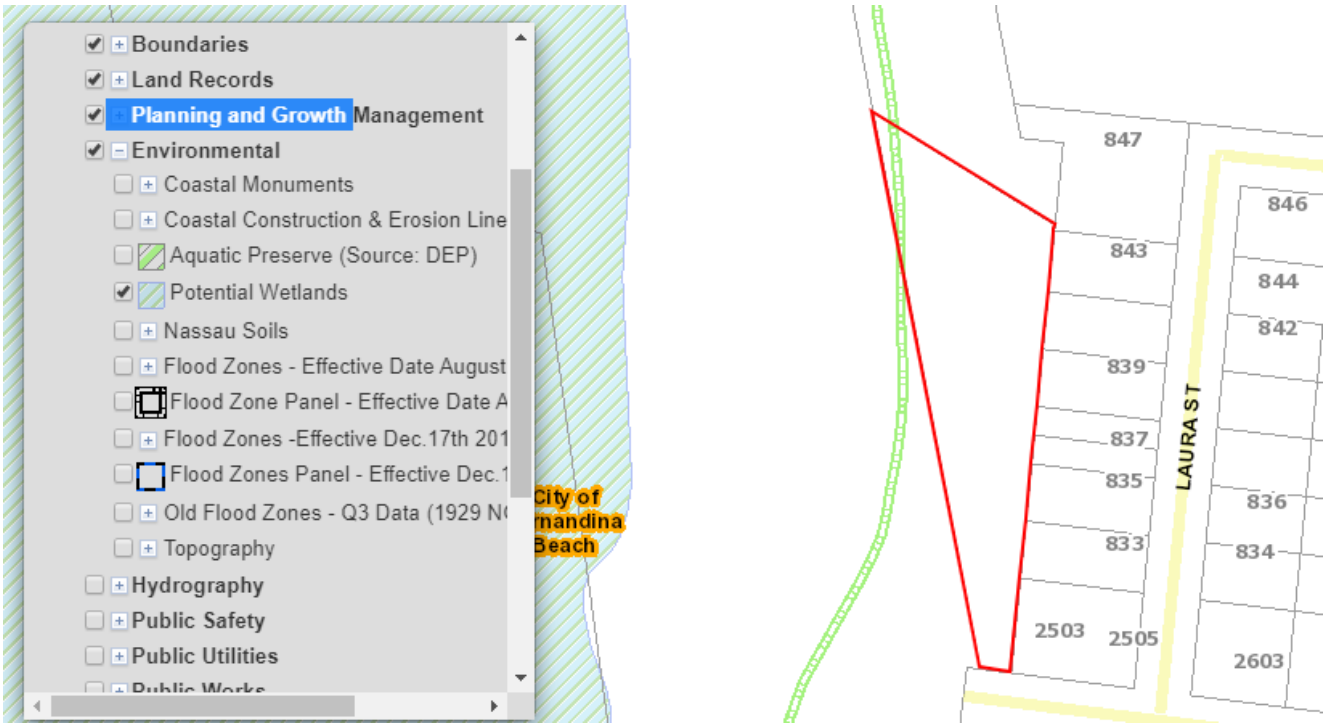
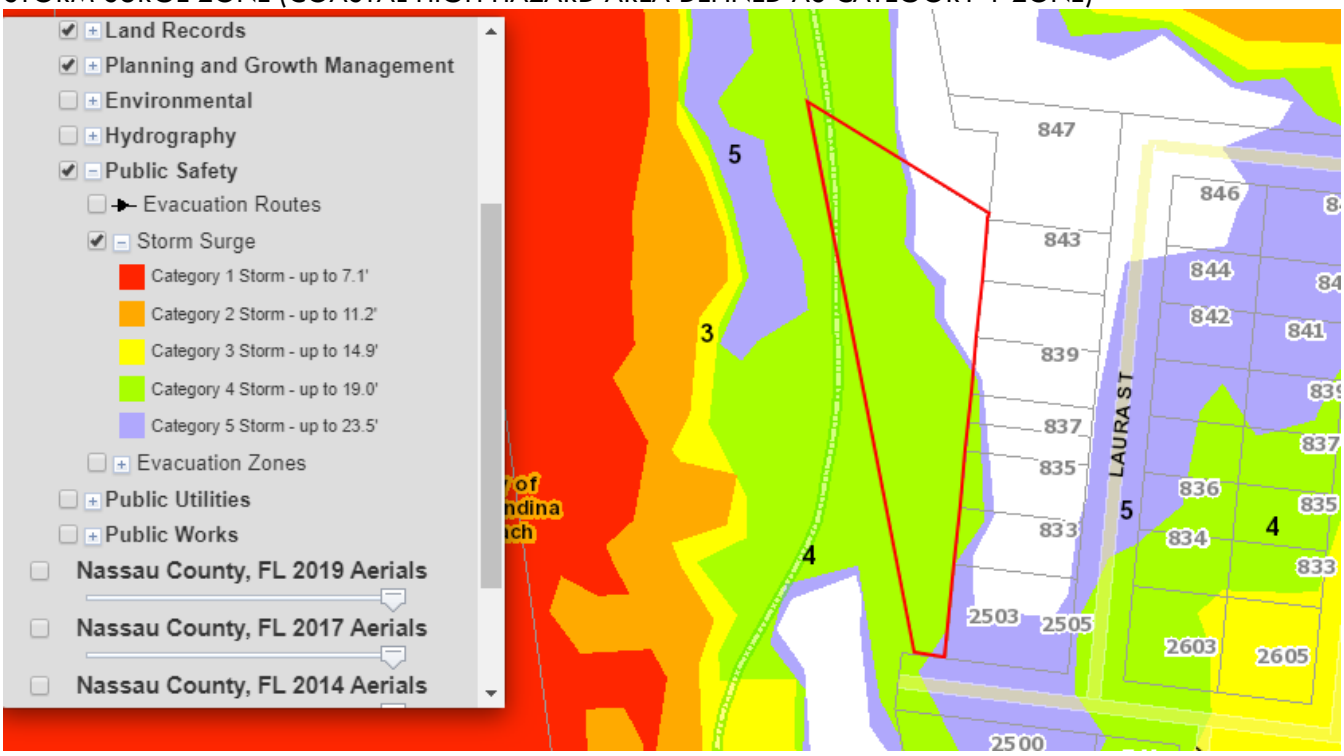
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

WETLANDS



STORM SURGE ZONE (COASTAL HIGH HAZARD AREA DEFINED AS CATEGORY 1 ZONE)



STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

APPLICATION FOR FUTURE LAND USE MAP + ZONING AMENDMENTS NON-CITY OWNED PARCELS

*** All required application materials have been received. All fees have been paid. All required notices have been made. All copies of required materials are part of the official record and have been made available on the City's website and at the Department of Planning and Conservation. ***

APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:	00-00-31-1800-0060-0010 OCEAN HIGHWAY & PORT AUTHORITY				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change (In accordance with action directed under Ord. 2019-05)				
LOCATION AND DESCRIPTION OF SITE:	N 3rd 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:	Flood zone	Potential Wetlands	Avg. Topography	Soil Type	Coastal Upland Protection Zone
	AE	YES	1' to 2'	Mucky Peat	NO
ADJACENT PROPERTIES:	Direction	Existing Use(s)	Year Built	Zoning	FLUM
	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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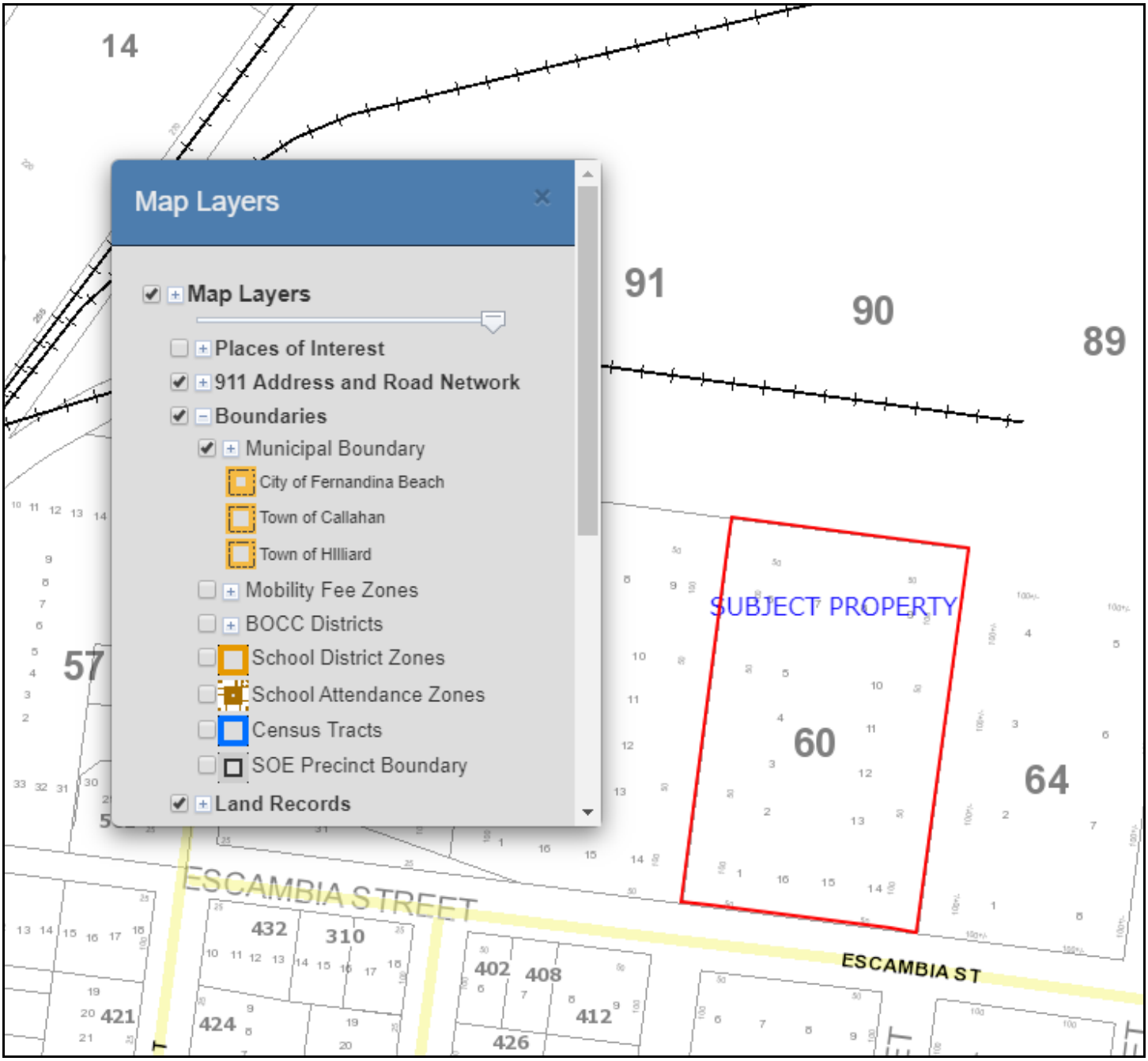
APPLICABLE LAND DEVELOPMENT CODE SECTIONS:	2.00.03 (Establishment of district boundary); 2.01.20 (CON zoning district); 3.02.06 (Land Uses within Areas of Special Flood Hazard); 3.03.00 (Wetland Protection); 4.05.00 (Landscaping, Buffers, and Tree Protection); 11.01.07 (Zoning Map Amendments); and 11.03.03 (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.

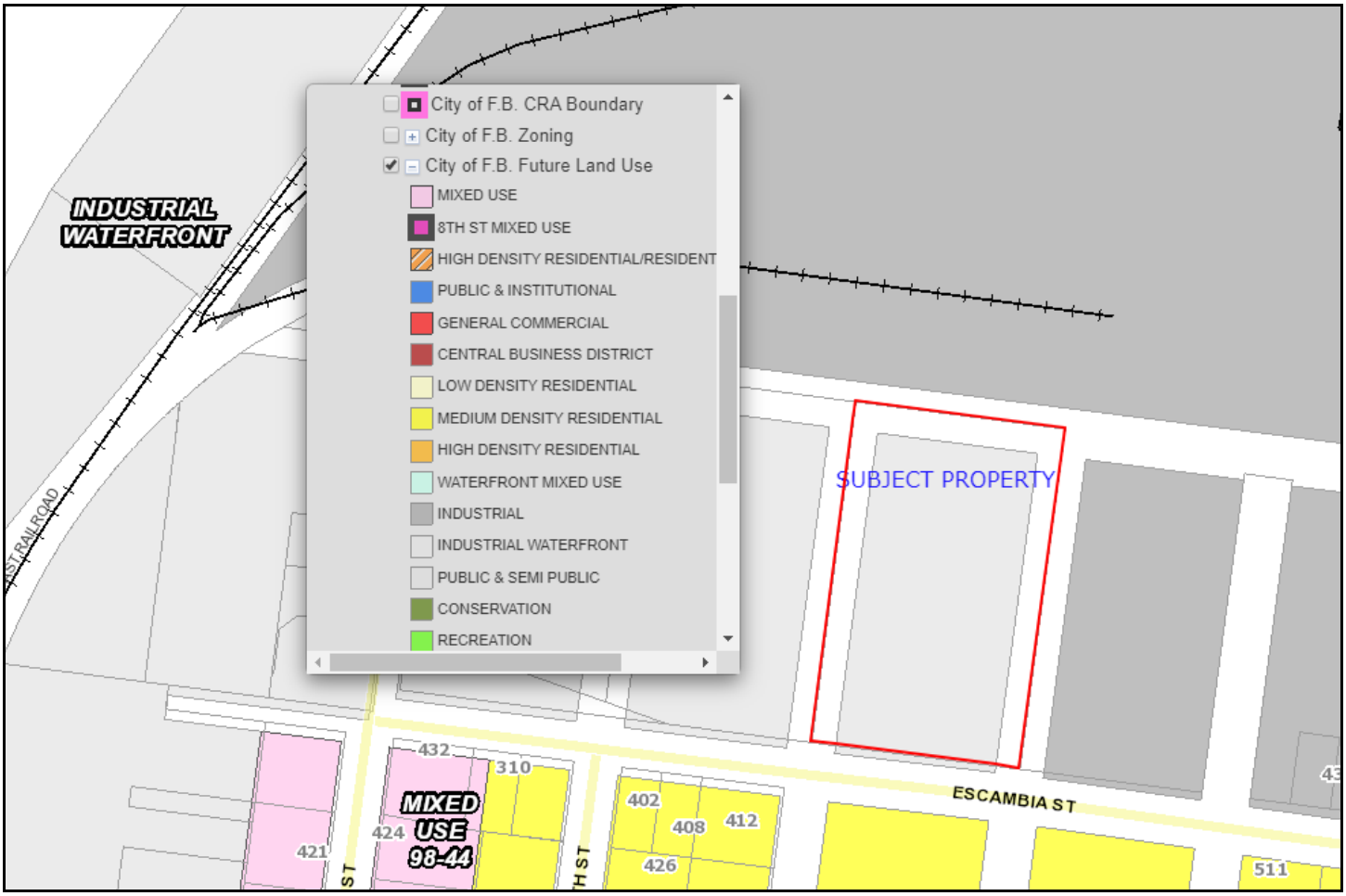
Submitted by:

Kelly N. Gibson, AICP
Director

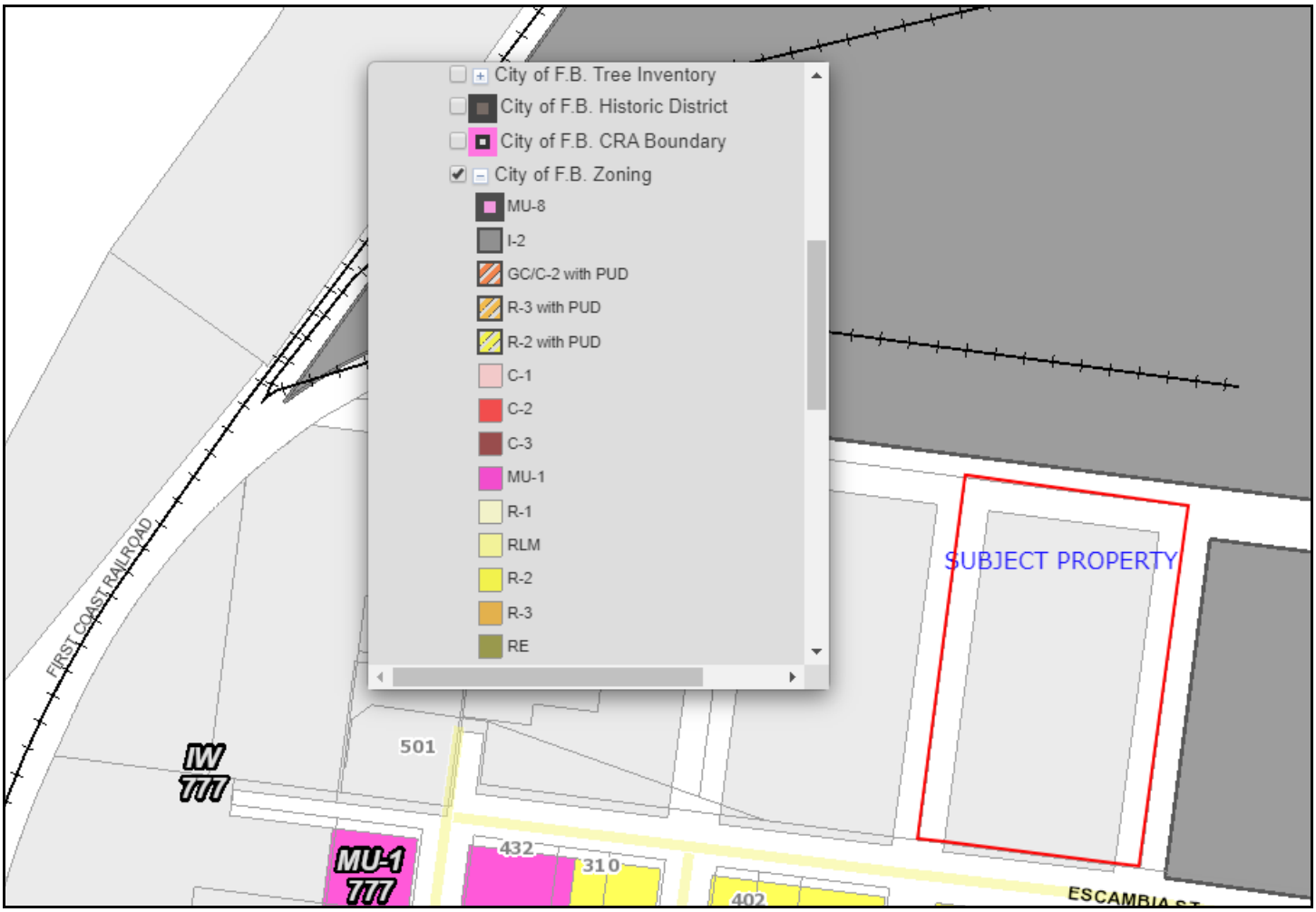
PROPERTY BOUNDARY



CURRENT LAND USE



ZONING


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
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R-3
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SUBJECT PROPERTY
FIRST COAST RAILROAD
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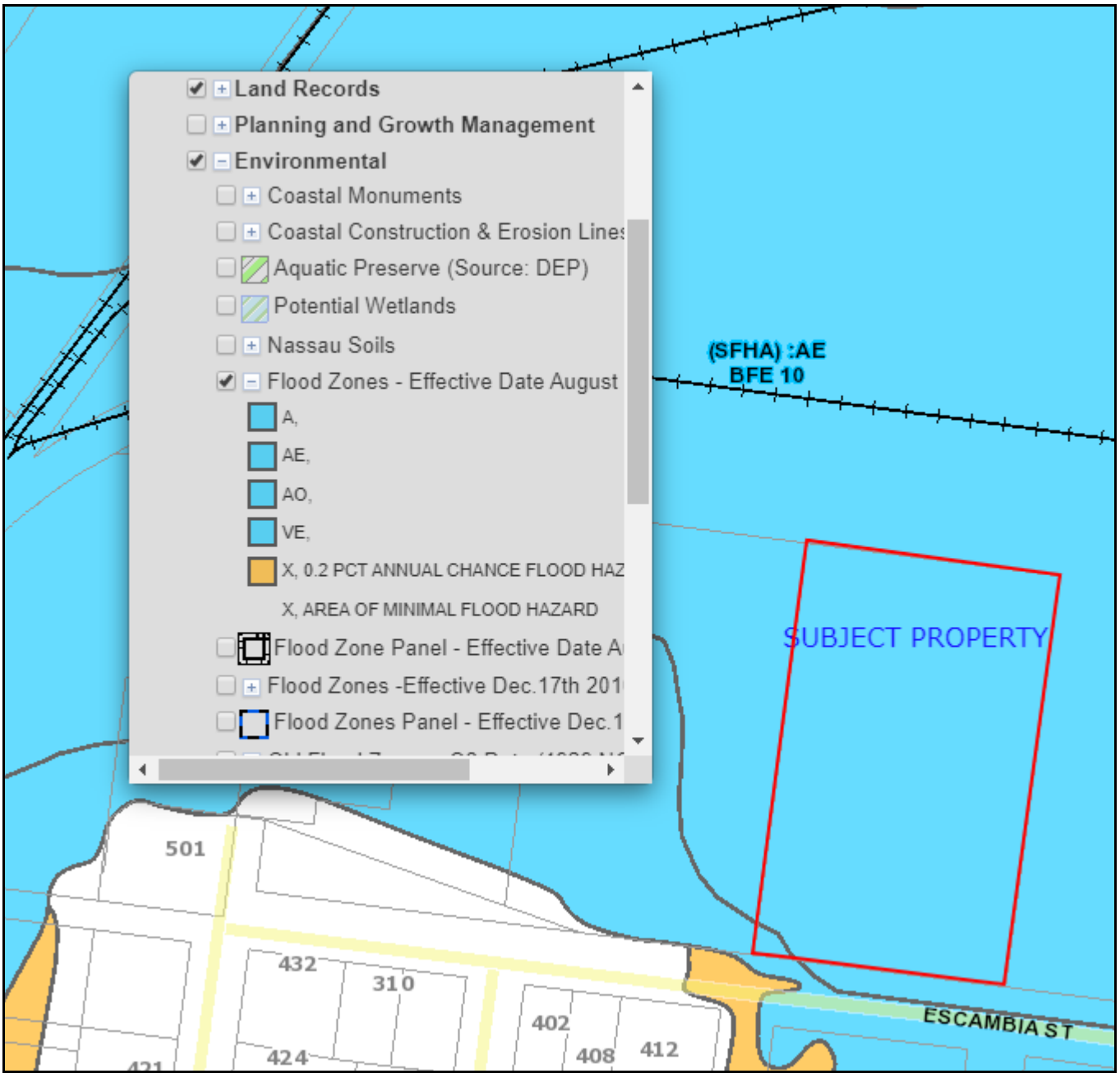
ESCAMBIA ST

FLOODZONE


Land Records
Planning and Growth Management
Environmental
Coastal Monuments
Coastal Construction & Erosion Lines
Aquatic Preserve (Source: DEP)
Potential Wetlands
Nassau Soils
Flood Zones - Effective Date August
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Flood Zones Panel - Effective Dec.1
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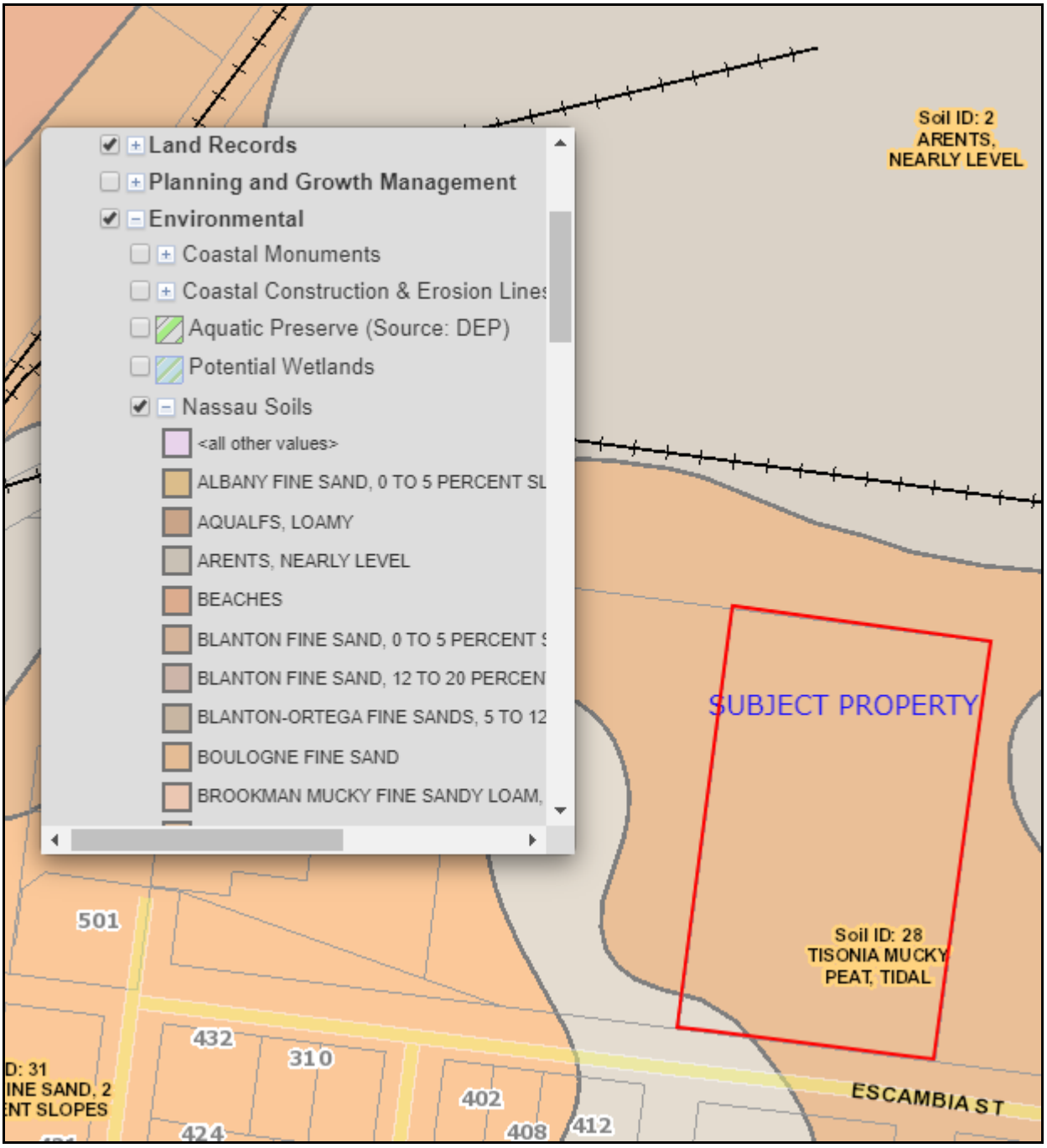
ESCAMBIA ST

SOILS


Land Records
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Coastal Monuments
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Aquatic Preserve (Source: DEP)
Potential Wetlands
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BLANTON FINE SAND, 0 TO 5 PERCENT S
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BLANTON-ORTEGA FINE SANDS, 5 TO 12
BOULOGNE FINE SAND
BROOKMAN MUCKY FINE SANDY LOAM,
Soil ID: 2
ARENTS,
NEARLY LEVEL
SUBJECT PROPERTY
Soil ID: 28
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PEAT, TIDAL
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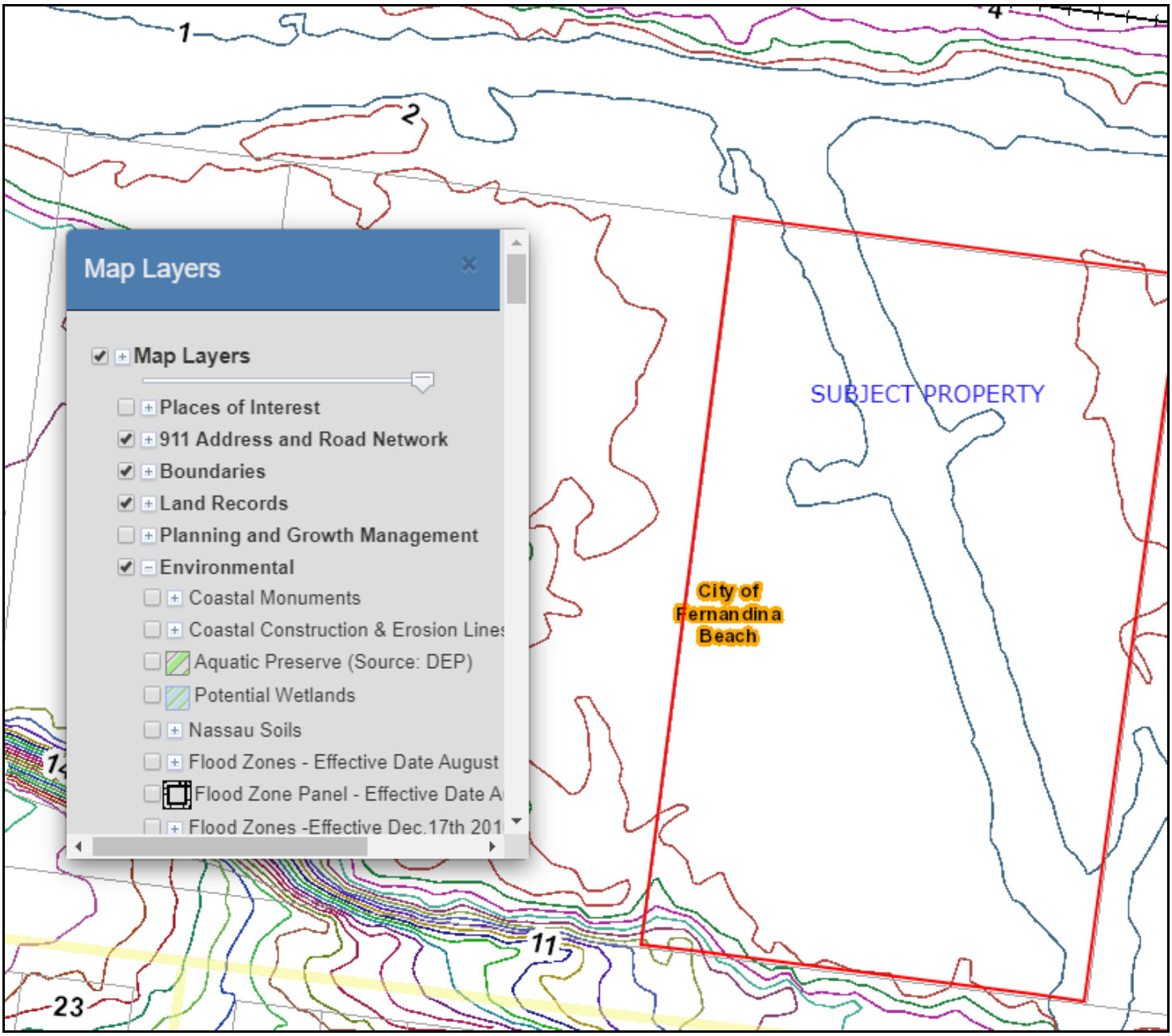
ESCAMBIA ST

TOPOGRAPHY


Map Layers
Map Layers
Places of Interest
911 Address and Road Network
Boundaries
Land Records
Planning and Growth Management
Environmental
Coastal Monuments
Coastal Construction & Erosion Lines
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Potential Wetlands
Nassau Soils
Flood Zones - Effective Date August
Flood Zone Panel - Effective Date A
Flood Zones -Effective Dec.17th 201
SUBJECT PROPERTY
City of Fernandina Beach
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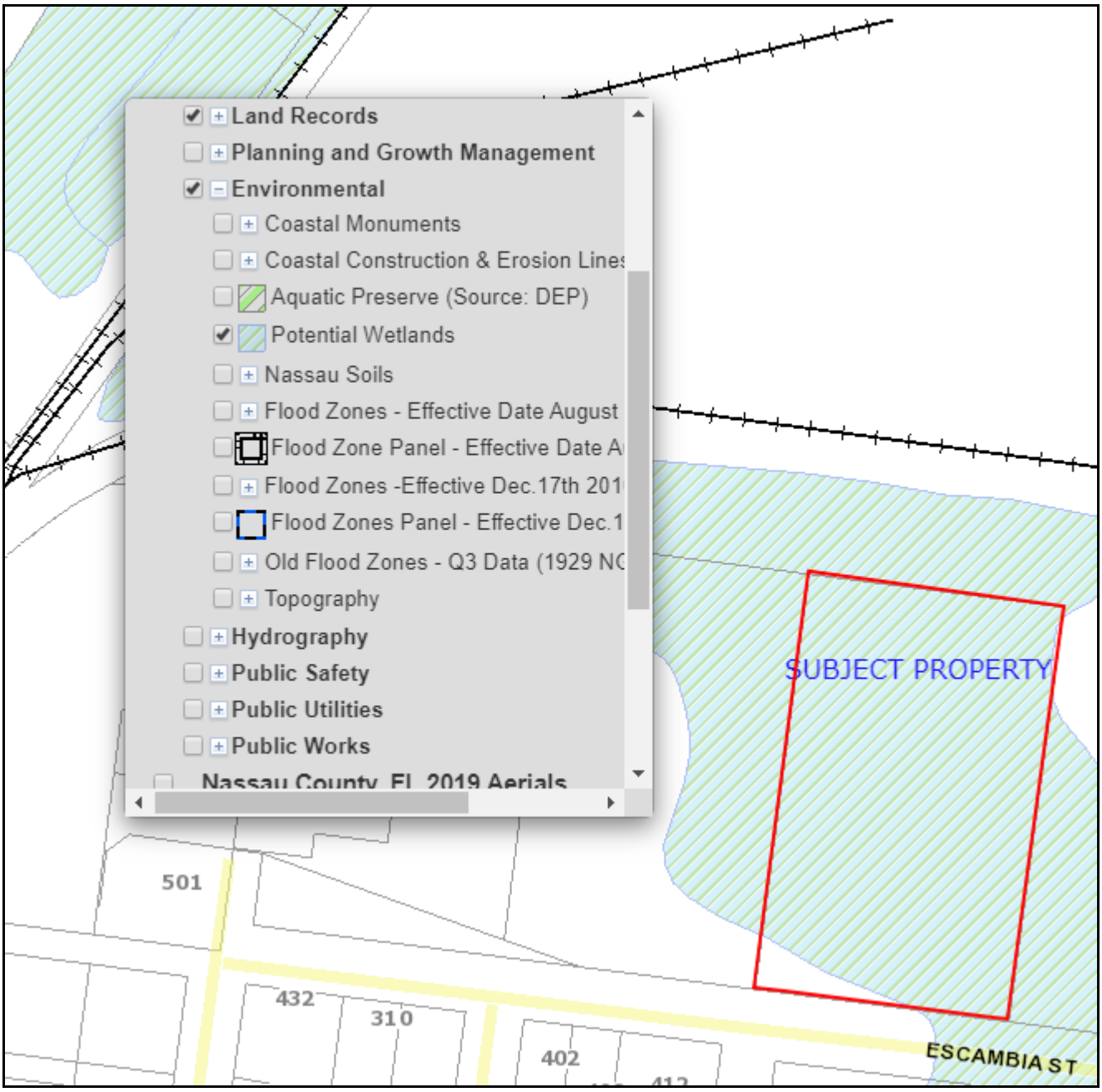
WETLANDS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Flood Zones Panel - Effective Dec.1
Old Flood Zones - Q3 Data (1929 NC
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Hydrography
Public Safety
Public Utilities
Public Works
Nassau County, FL 2019 Aerials
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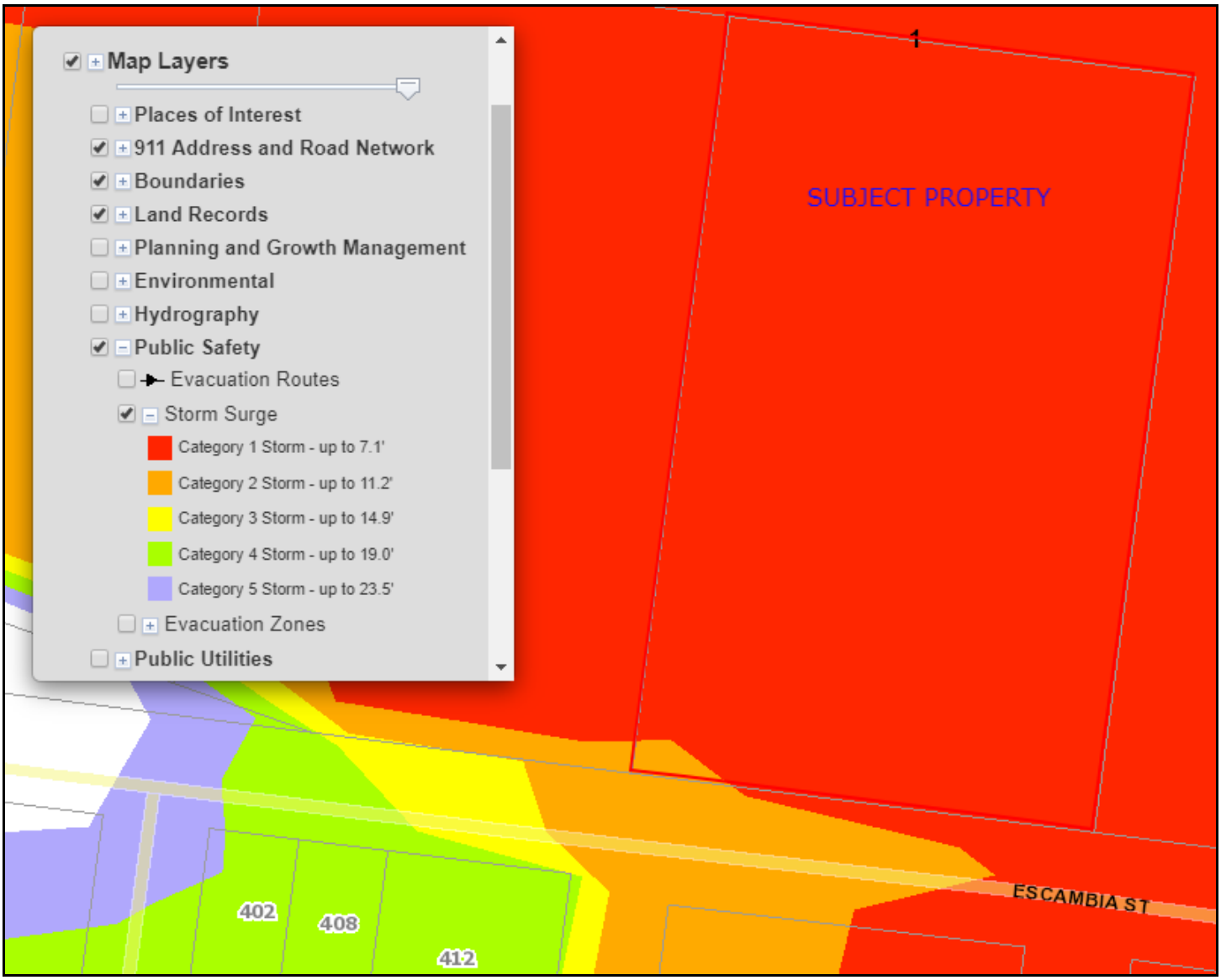
STORM SURGE ZONE (COASTAL HIGH HAZARD AREA DEFINED AS CATEGORY 1 ZONE)



STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

APPLICATION FOR FUTURE LAND USE MAP + ZONING AMENDMENTS NON-CITY OWNED PARCELS

*** All required application materials have been received. All fees have been paid. All required notices have been made. All copies of required materials are part of the official record and have been made available on the City's website and at the Department of Planning and Conservation. ***

APPLICATION & SURROUNDING AREA INFORMATION:

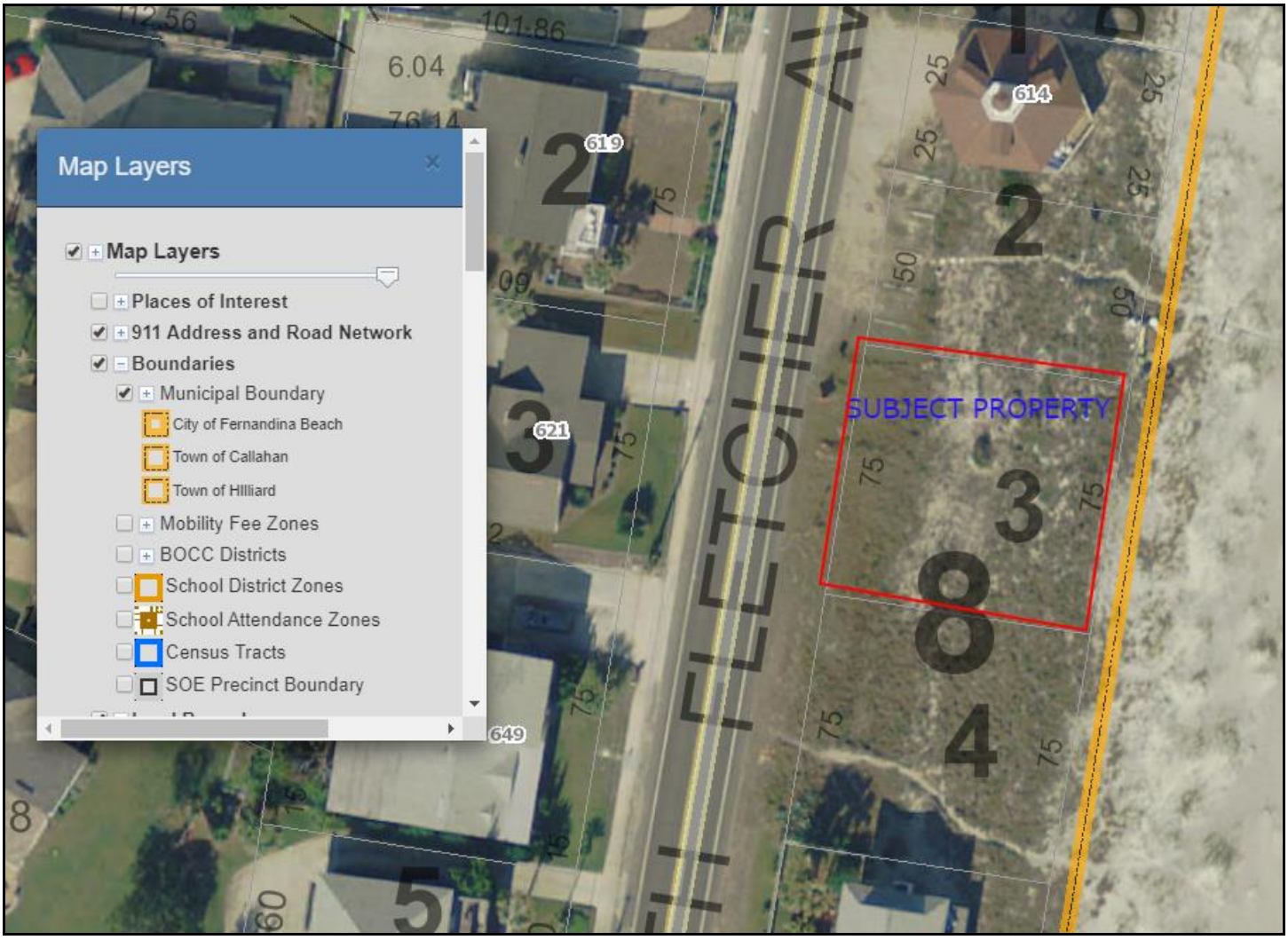
PARCEL ID # AND PROPERTY OWNER:	00-00-31-1520-0008-0030 NASSAU COUNTY				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change (In accordance with action directed under Ord. 2019-05)				
LOCATION AND DESCRIPTION OF SITE:	S. Fletcher Ave / Vacant Gov / Coastline				
CURRENT LAND USE + ZONING:	Low Density Residential/ R-1				
PROPOSED LAND USE + ZONING:	Recreation + REC				
EXISTING USES ON SITE:	Vacant/ Undisturbed				
PROPERTY SIZE:	.14				
ENVIRONMENTAL CHARACTERISTICS:	Flood zone	Potential Wetlands	Avg. Topography	Soil Type	Coastal Upland Protection Zone
	VE	YES	10' to 15'	Fine Sand/Beach	YES
ADJACENT PROPERTIES:	Direction	Existing Use(s)	Year Built	Zoning	FLUM
	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);				

	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.

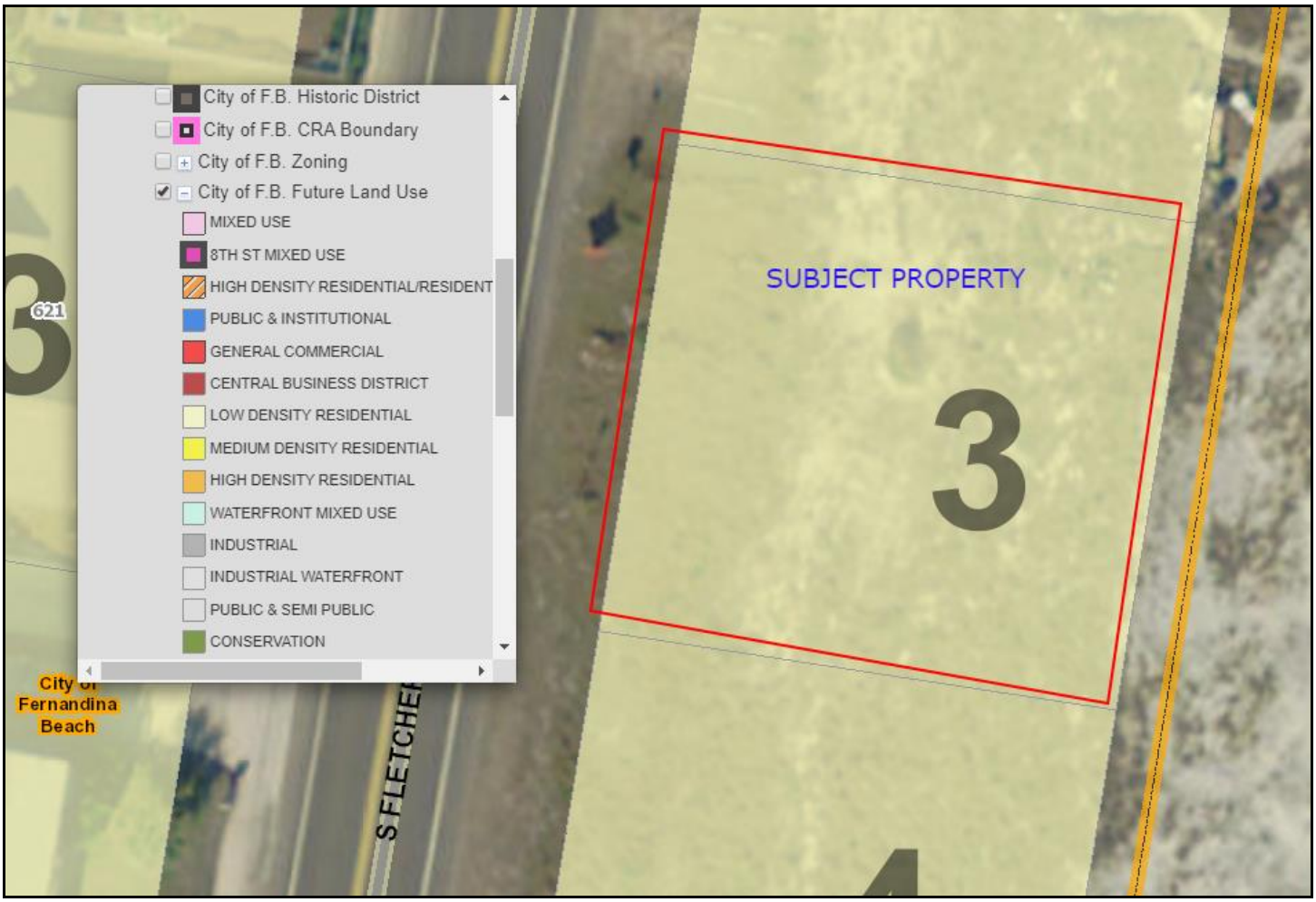
Submitted by:

Kelly N. Gibson, AICP
Director

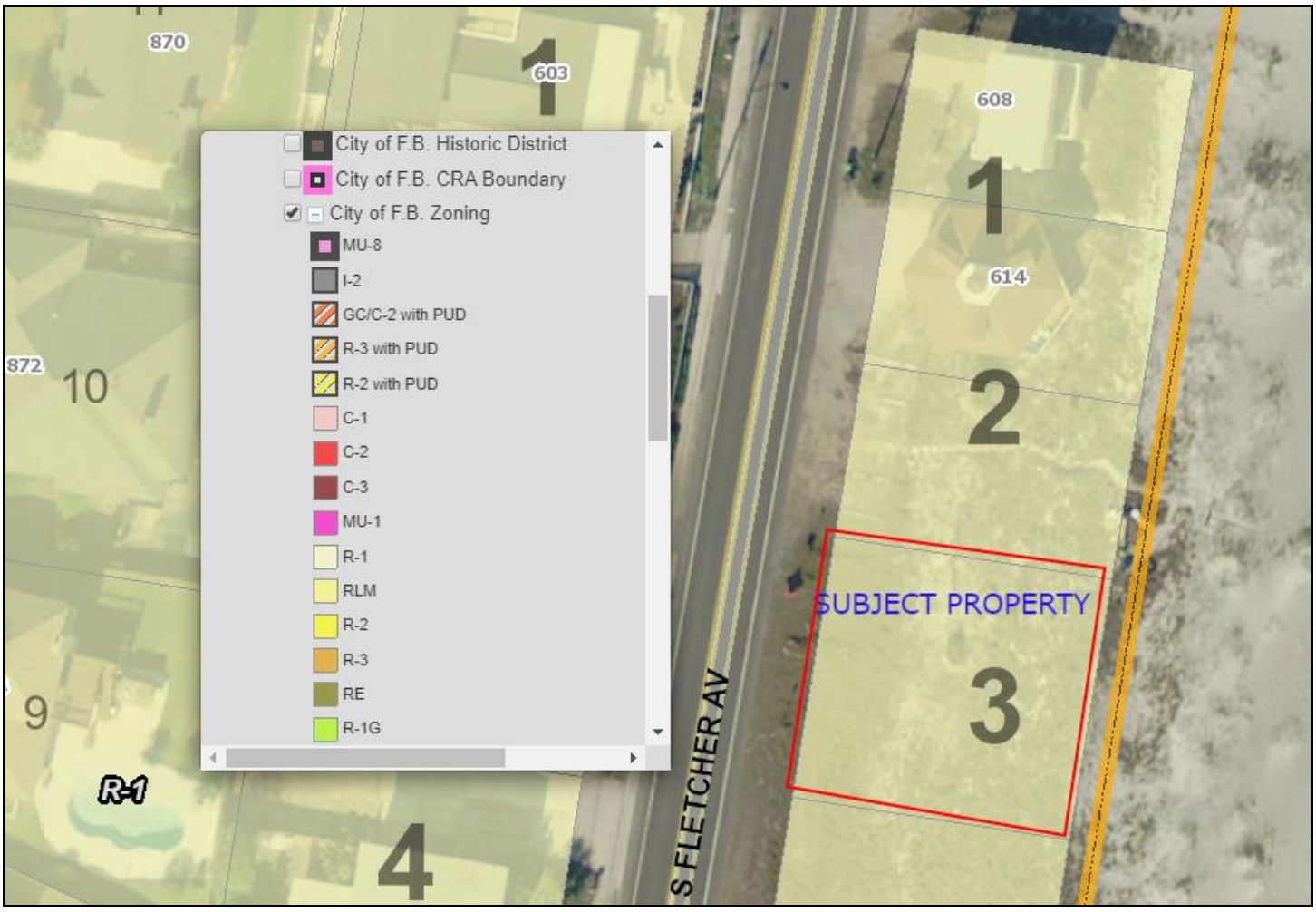
PROPERTY BOUNDARY



CURRENT LAND USE



ZONING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City of F.B. Historic District
City of F.B. CRA Boundary
City of F.B. Zoning
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GC/C-2 with PUD
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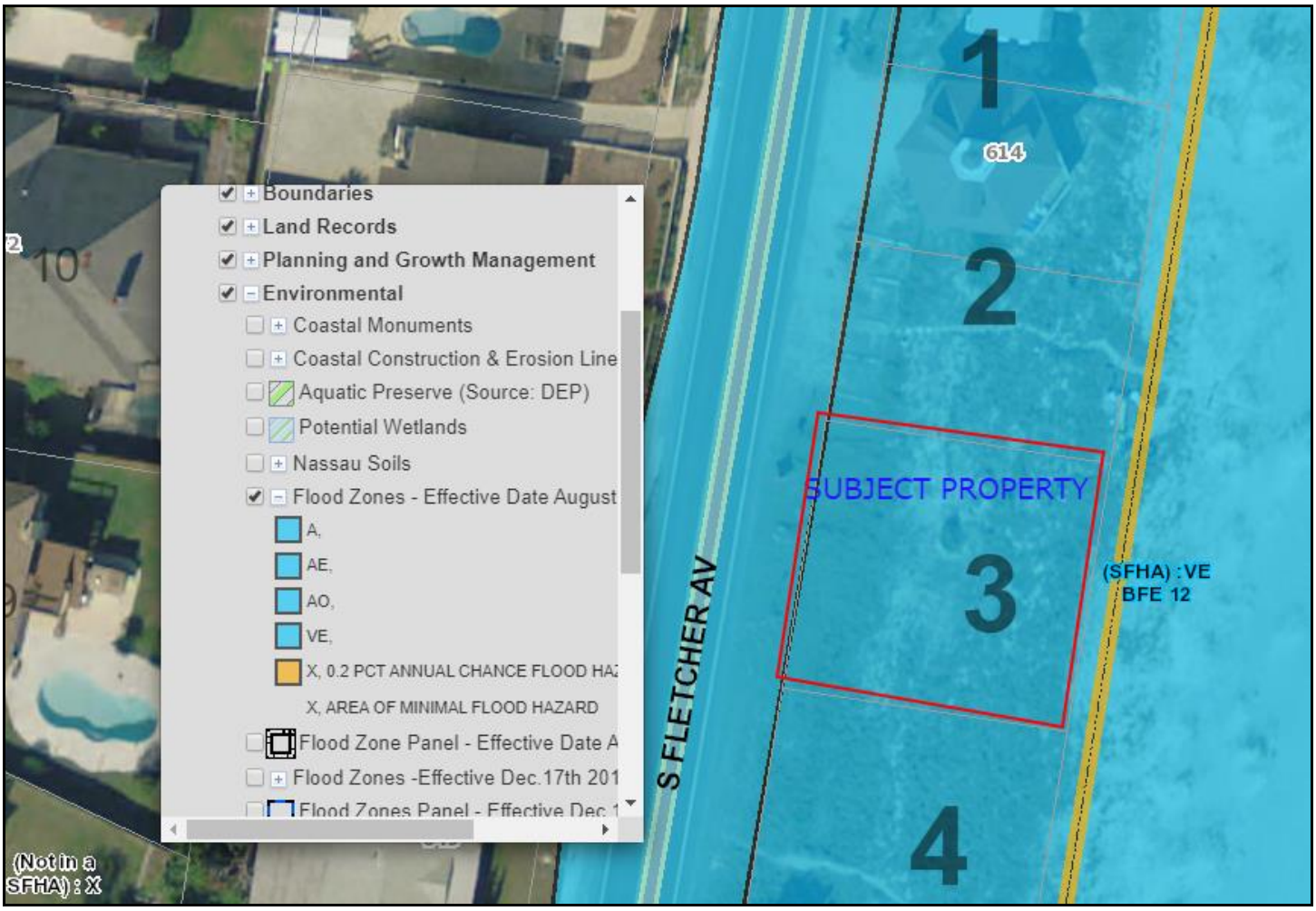
FLOODZONE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Coastal Construction & Erosion Line
Aquatic Preserve (Source: DEP)
Potential Wetlands
Nassau Soils
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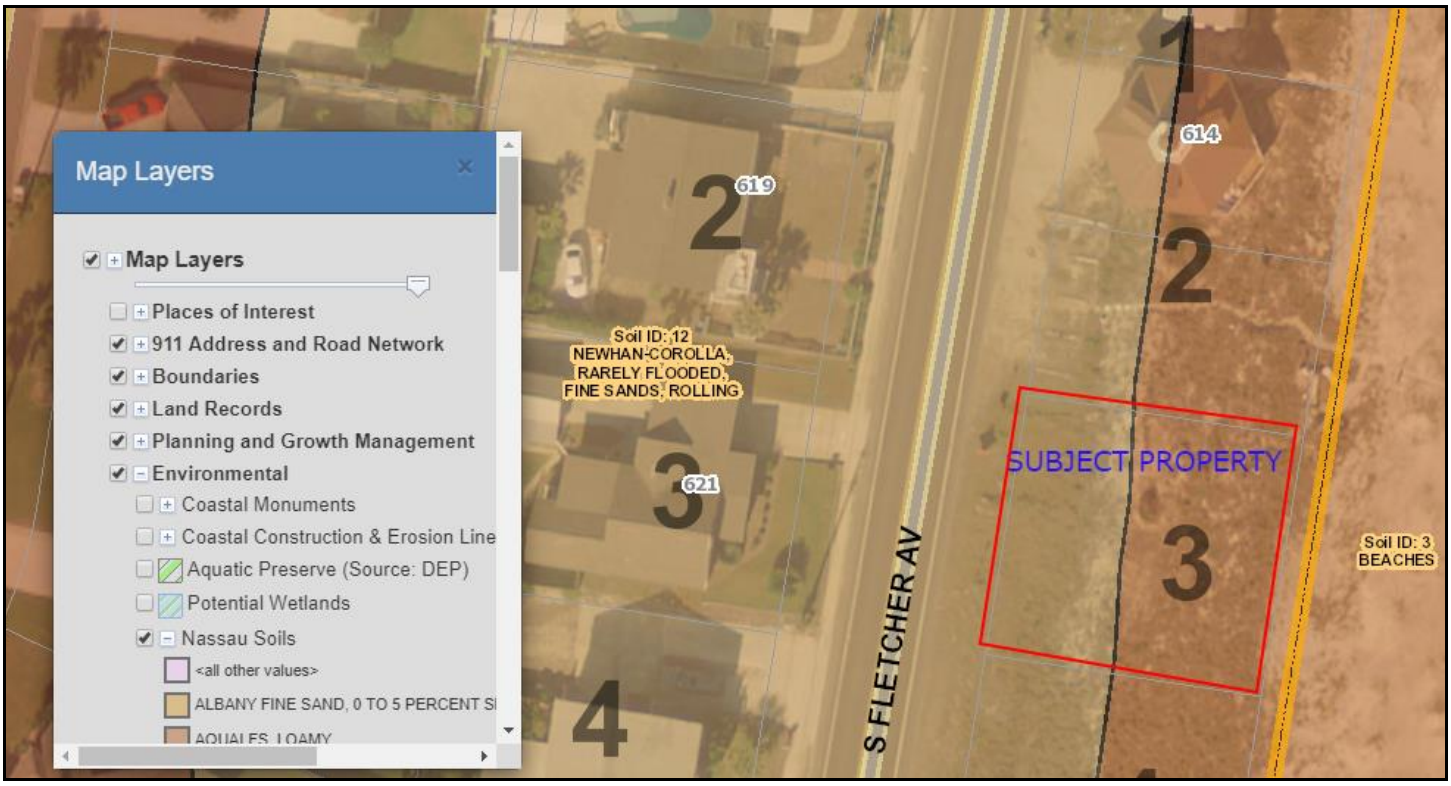
SOILS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Potential Wetlands
Nassau Soils
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Soil ID: 12
NEWHAN-COROLLA,
RARELY FLOODED,
FINE SANDS, ROLLING
SUBJECT PROPERTY
S FLETCHER AV
Soil ID: 3
BEACHES

TOPOGRAPHY

Topography
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WETLANDS

Environmental
Coastal Monuments
Coastal Construction & Erosion Line
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Old Flood Zones - Q3 Data (1929 N
Topography
Hydrography
Public Safety
Public Utilities
Public Works
Nassau County, FL 2019 Aerials
Nassau County, FL 2017 Aerials
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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:	Flood zone	Potential Wetlands	Avg. Topography	Soil Type	Coastal Upland Protection Zone
	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:	Direction	Existing Use(s)	Year Built	Zoning	FLUM
	North	Utilities	N/A	R-2	Medium Density Residential
	South	Single Fam	*1952*	R-2	Medium Density Residential
	East	Vacant	N/A	R-2	Medium Density Residential
	West	Vac Govern	N/A	R-2	Medium Density Residential

STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

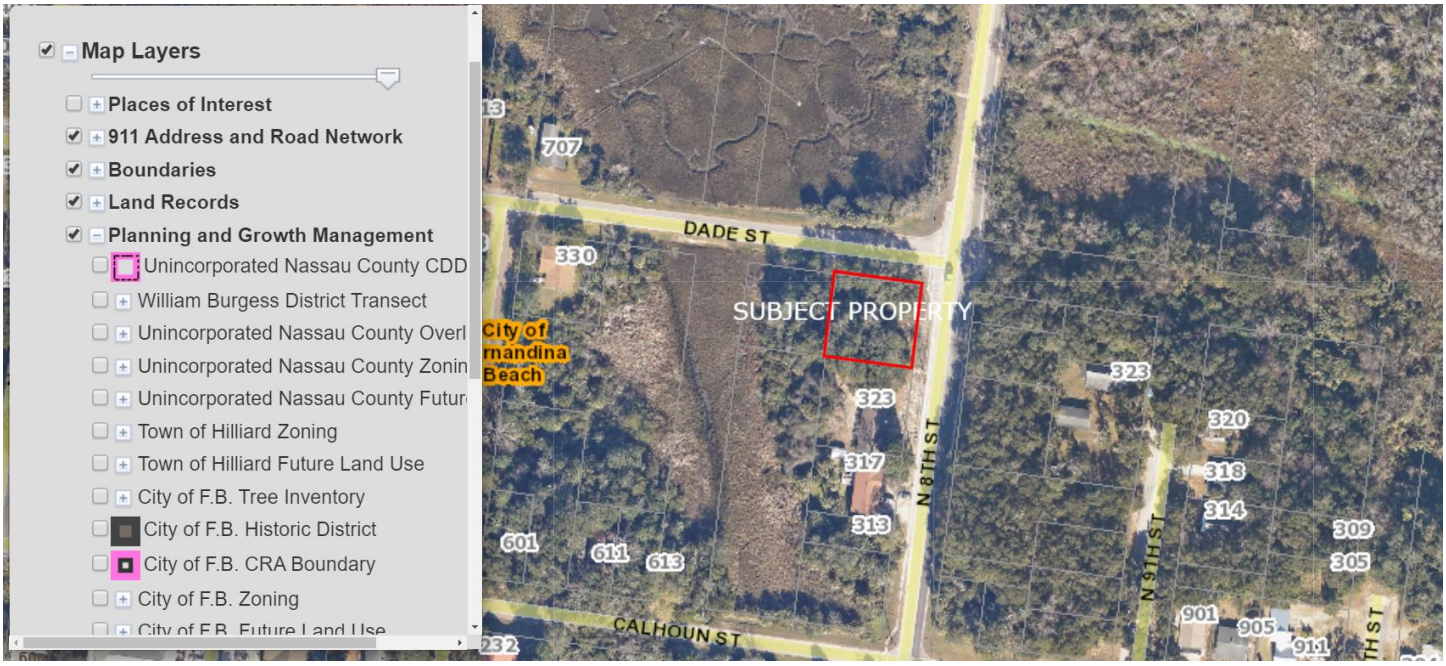
APPLICABLE COMPREHENSIVE PLAN POLICIES:	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering); 1.07.15 (conservation land use category); Objective 5.08 (Wetlands Protection and Preservation) and all policy statements which follow; Objective 5.10 (Wildlife Planning) and specific policies 5.10.01, 5.10.02, 5.10.05 5.14.09 (development standards for environmentally sensitive and conservation lands); Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands); 6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) Reference: www.fbfl.us/Compplan
APPLICABLE LAND DEVELOPMENT CODE SECTIONS:	2.00.03 (Establishment of district boundary); 2.01.20 (CON zoning district); 3.02.06 (Land Uses within Areas of Special Flood Hazard); 3.03.00 (Wetland Protection); 4.05.00 (Landscaping, Buffers, and Tree Protection); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) Reference: www.fbfl.us/LDC
STAFF RECOMMENDATION:	Staff notes that Nassau County Board of County Commissioners issued a recommendation to retain the existing Medium Density Residential/ R-2 zoning on the property for purposes meeting affordable housing needs. (Reference email from Ms. Burke, dated 12/5/2019. Staff finds the requested amendments to be sufficiently compliant with the Comprehensive Plan, Land Development Code, and established City Commission Goal to increase conservation land use and zoning acreage. Staff recommends approval of the request.

Submitted by:

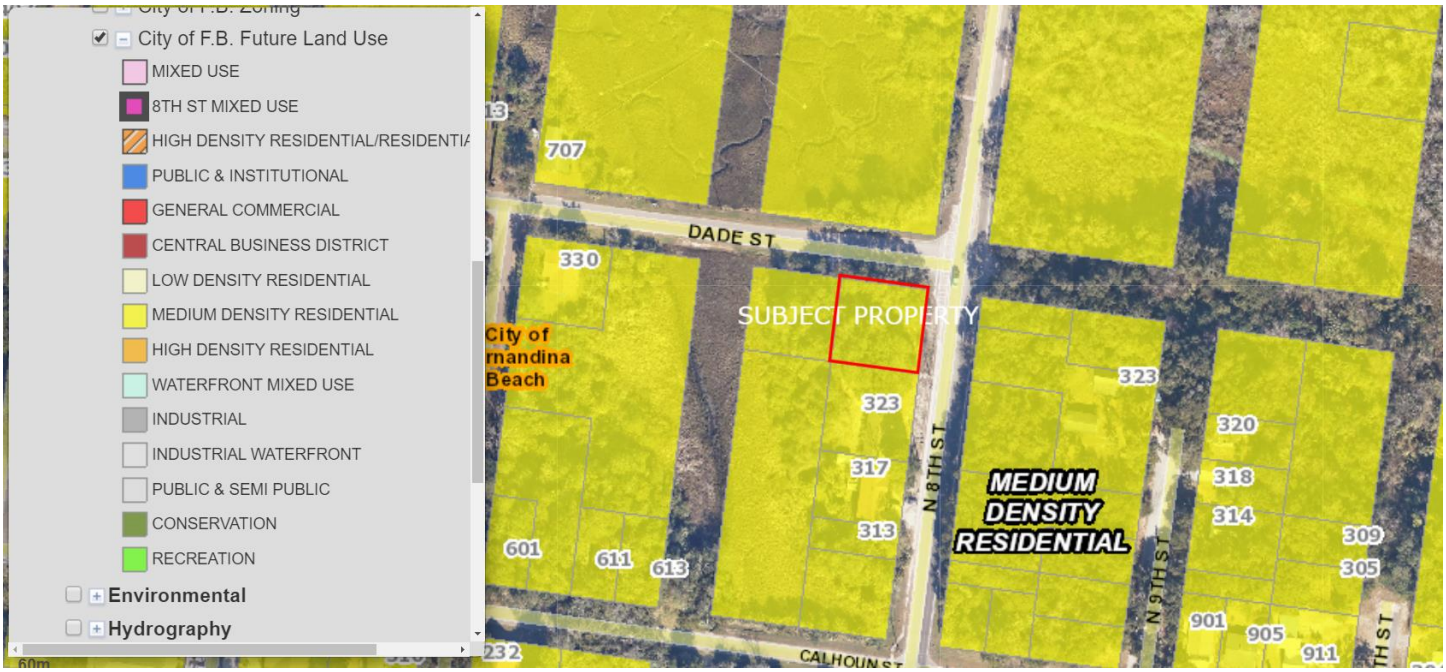
Kelly N. Gibson, AICP
Director

STAFF REPORT
PAB 2019-17 (NON-CITY CONSERVATION LANDS REQUEST)
Planning Advisory Board Hearing
December 11, 2019

PROPERTY BOUNDARY



CURRENT LAND USE AND ZONING



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Planning Advisory Board Hearing
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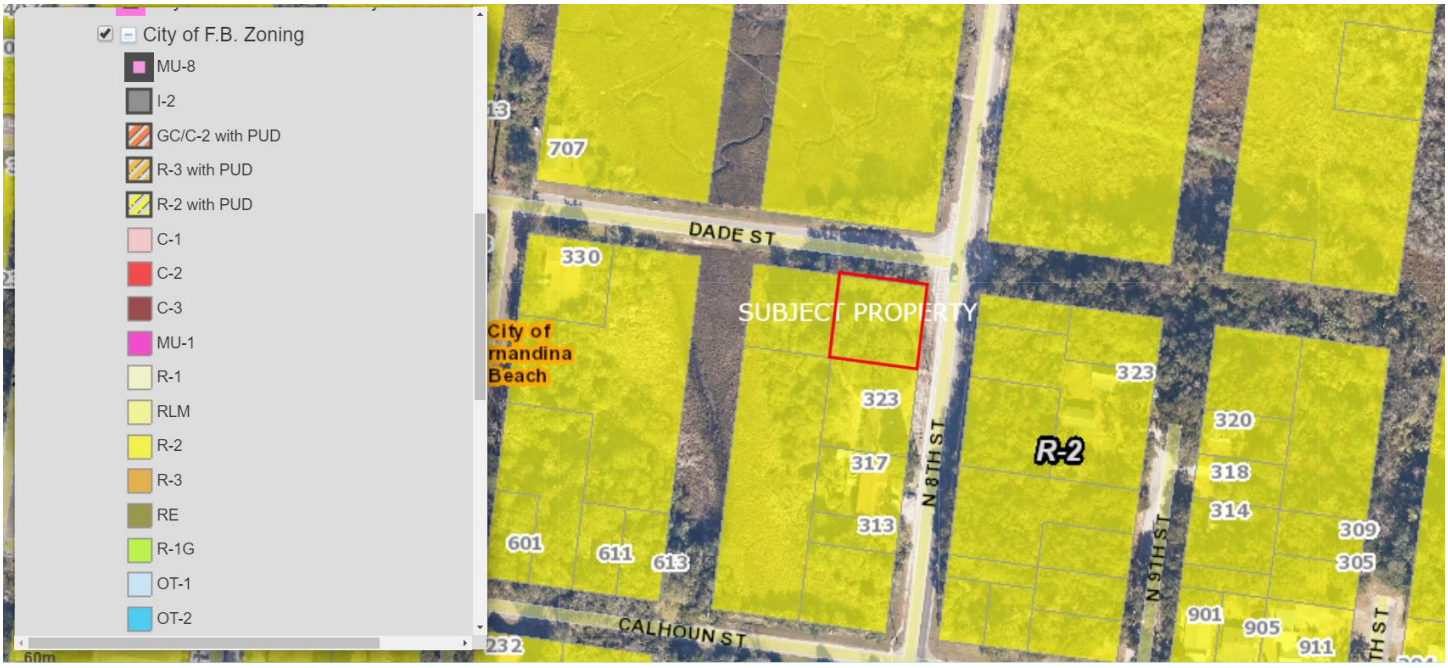
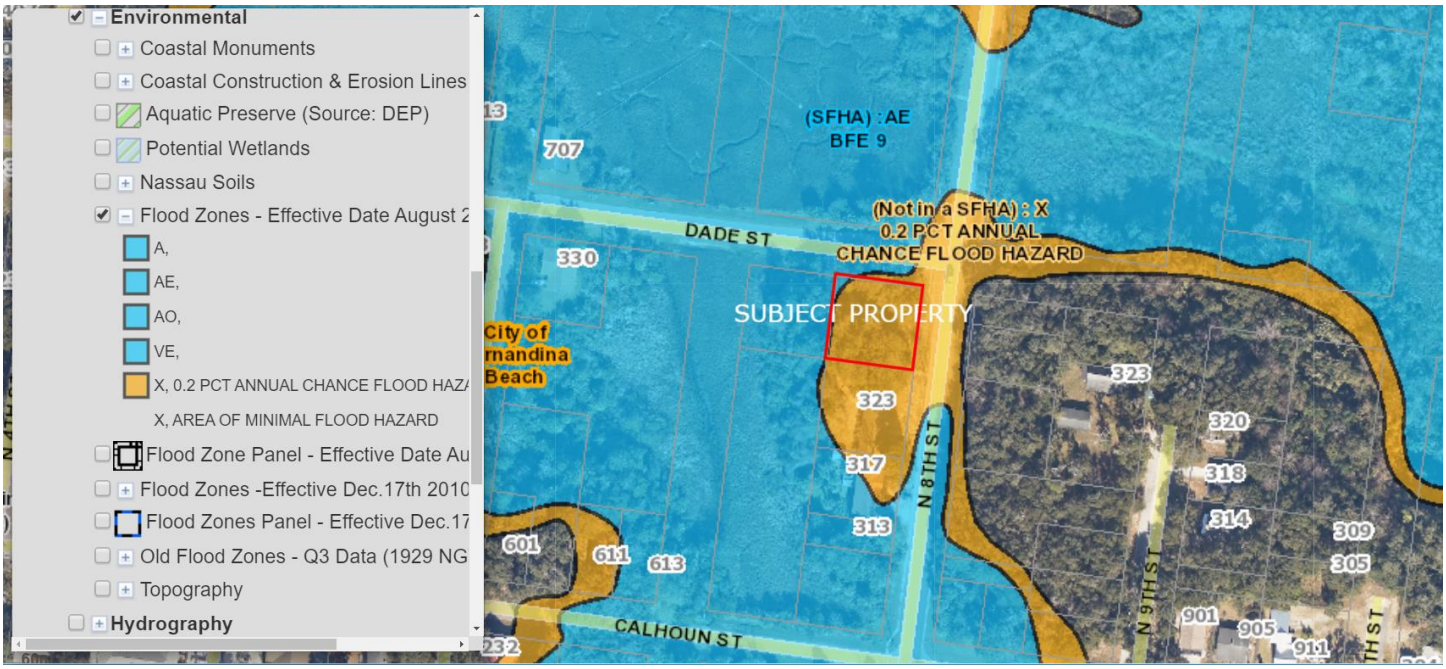
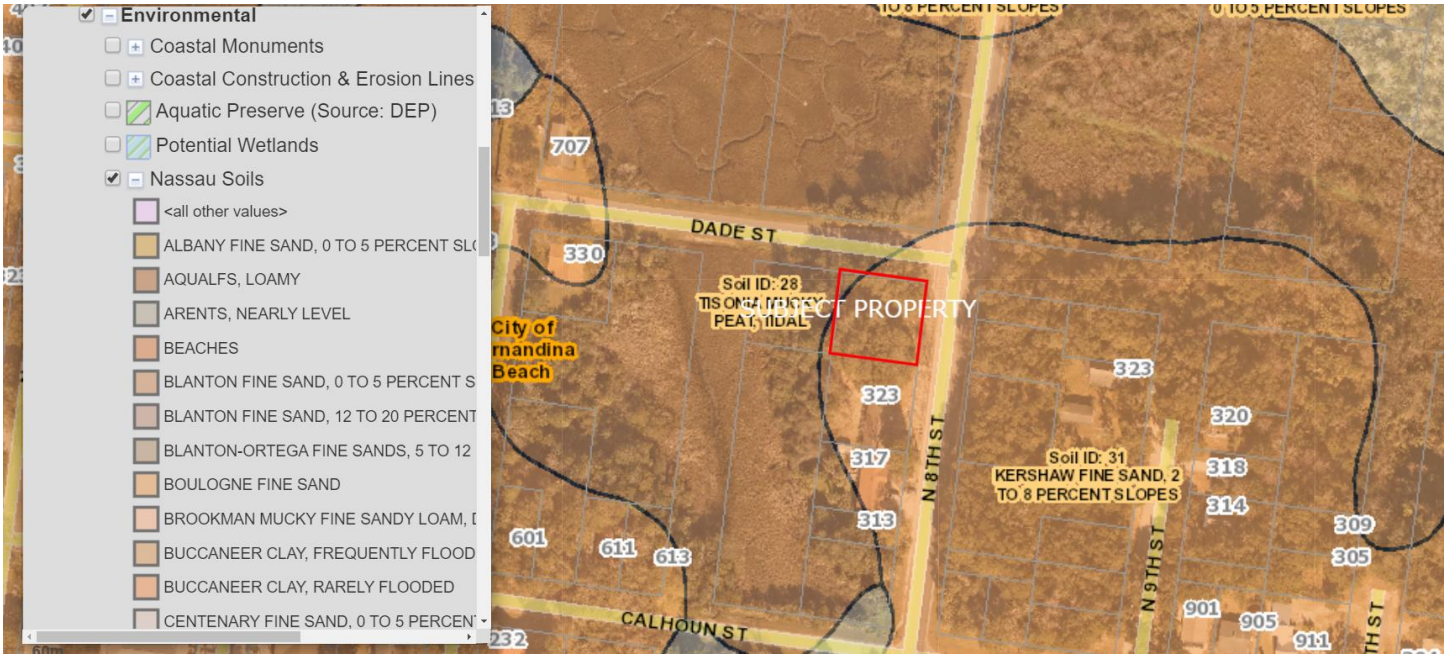


FLOODZONE



SOILS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Coastal Construction & Erosion Lines
Aquatic Preserve (Source: DEP)
Potential Wetlands
Nassau Soils
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ALBANY FINE SAND, 0 TO 5 PERCENT SL
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BLANTON FINE SAND, 0 TO 5 PERCENT S
BLANTON FINE SAND, 12 TO 20 PERCENT
BLANTON-ORTEGA FINE SANDS, 5 TO 12
BOULOGNE FINE SAND
BROOKMAN MUCKY FINE SANDY LOAM, D
BUCCANEER CLAY, FREQUENTLY FLOOD
BUCCANEER CLAY, RARELY FLOODED
CENTENARY FINE SAND, 0 TO 5 PERCEN
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CALHOUN ST
N 8TH ST
N 9TH ST
Soil ID: 28
Soil ID: 31
KERSHAW FINE SAND, 2 TO 8 PERCENT SLOPES
SUBJECT PROPERTY
City of Fernandina Beach

TOPOGRAPHY

Topography
<all other values>
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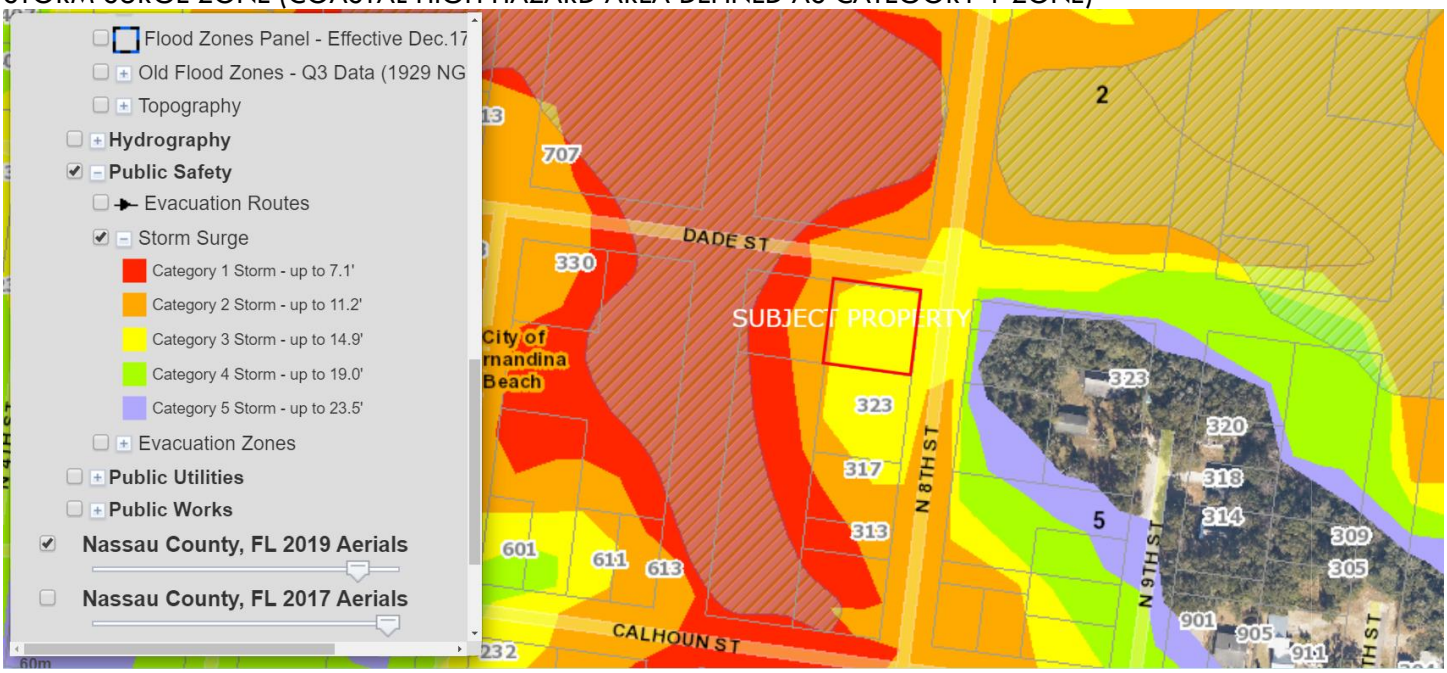
SUBJECT PROPERTY
City of Fernandina Beach

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

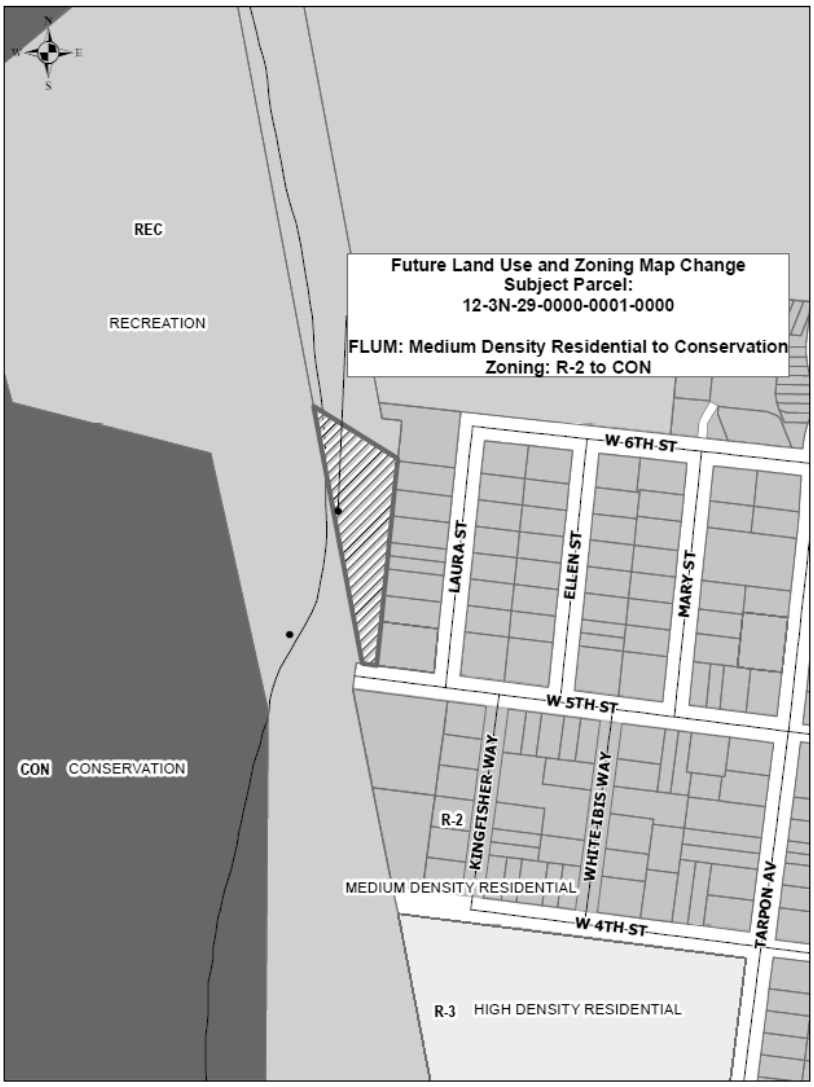
Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, please do not send electronic mail to this entity. Instead, please contact this office by phone or in writing.

NOTICE OF PUBLIC HEARING
CITY COMMISSION
CITY OF FERNANDINA BEACH

NOTICE IS HEREBY GIVEN that a Public Hearing is scheduled for **Tuesday, September 1, 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.



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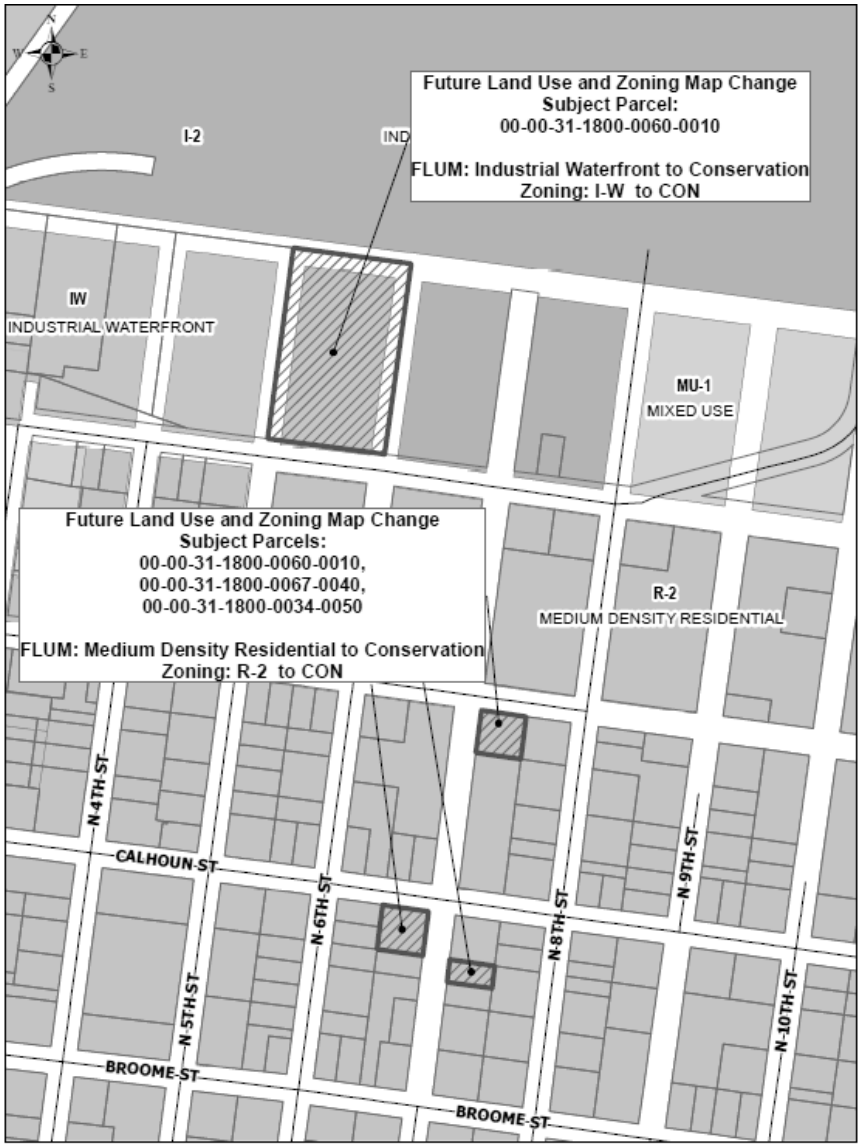
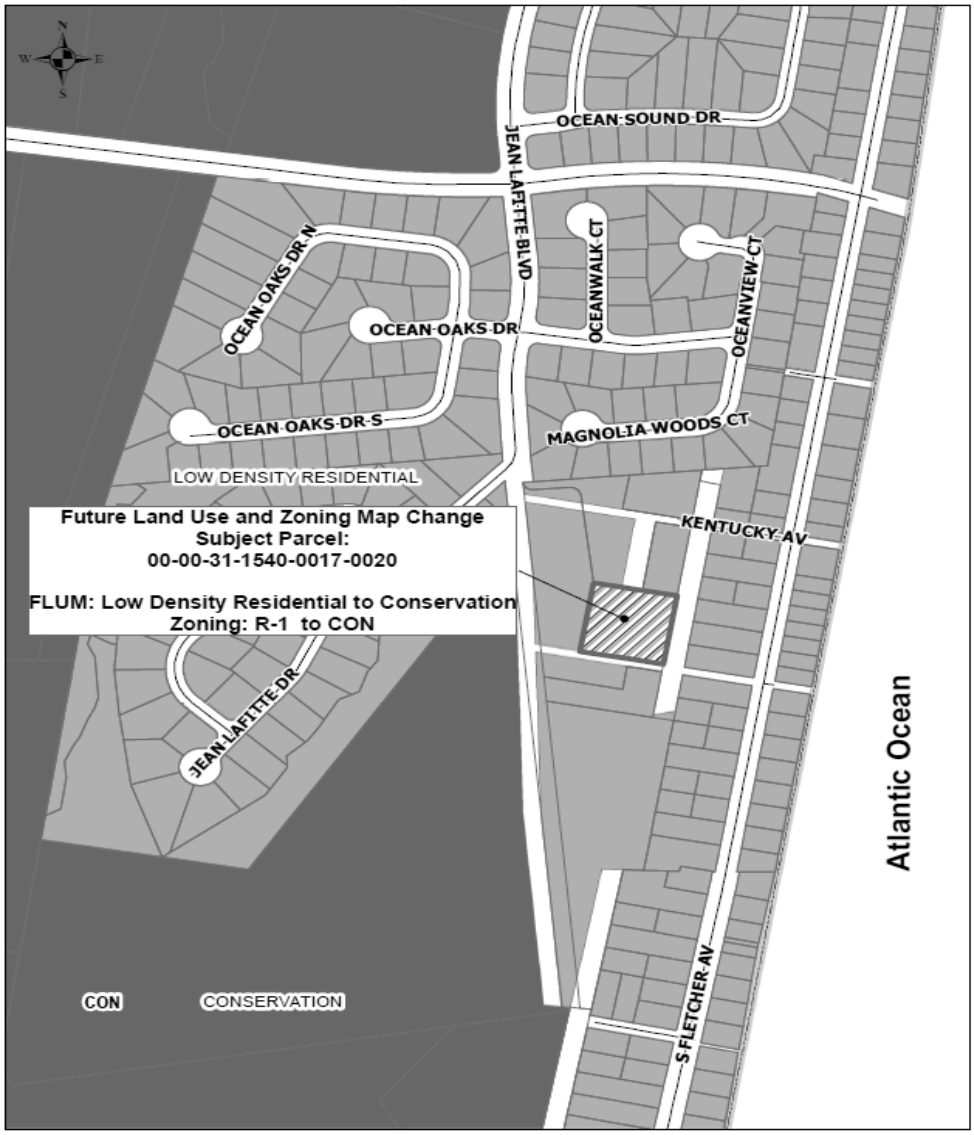
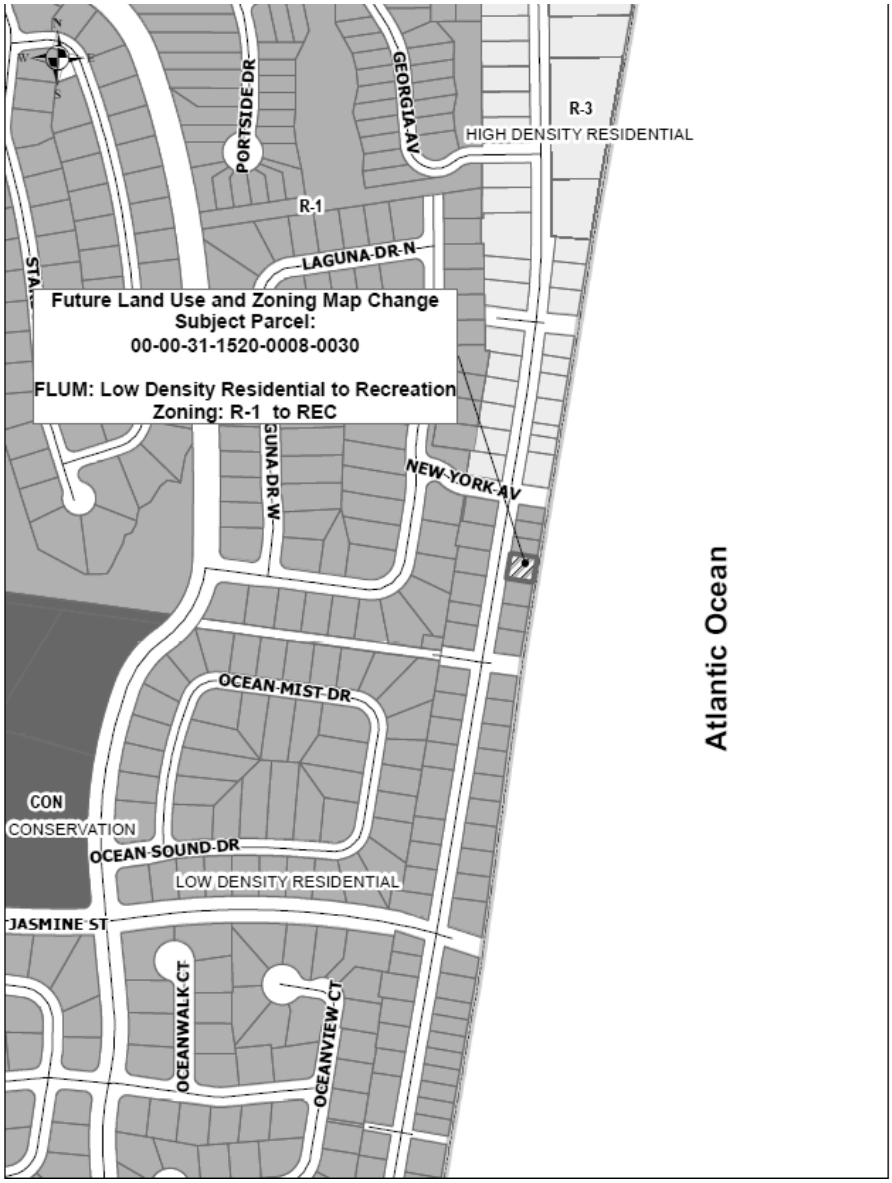
FLORIDA AV
S WOLFF ST
BELVEDERE AV
BEECH ST
SEA WOODS DR
CEDAR ST
Future Land Use and Zoning Map Change
Subject Parcels:
00-00-31-1180-0013-0050,
00-00-31-178A-0002-0071,
00-00-31-178A-0002-0081
FLUM: Low Density Residential to Conservation
Zoning: R-1 to CON
CON
CONSERVATION
R-1
LOW DENSITY RESIDENTIAL


Future Land Use and Zoning Map Change
Subject Parcel:
00-00-31-1800-0060-0010
FLUM: Industrial Waterfront to Conservation
Zoning: I-W to CON
I-2
IND
IW
INDUSTRIAL WATERFRONT
MU-1
MIXED USE
Future Land Use and Zoning Map Change
Subject Parcels:
00-00-31-1800-0060-0010,
00-00-31-1800-0067-0040,
00-00-31-1800-0034-0050
FLUM: Medium Density Residential to Conservation
Zoning: R-2 to CON
R-2
MEDIUM DENSITY RESIDENTIAL
N-4TH-ST
CALHOUN-ST
N-5TH-ST
N-6TH-ST
N-8TH-ST
N-9TH-ST
N-10TH-ST
BROOME-ST
BROOME-ST


N
W
E
S
OCEAN SOUND DR
JEAN LAFITTE BLVD
OCEAN OAKS DR N
OCEAN OAKS DR
OCEANWALK CT
OCEANVIEW CT
OCEAN OAKS DR S
MAGNOLIA WOODS CT
LOW DENSITY RESIDENTIAL
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
KENTUCKY AV
JEAN LAFITTE DR
Atlantic Ocean
CON
CONSERVATION
S FLETCHER AV



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 <u>DISPLAY</u> in the April 19, 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	8/16/2020
Pauline Testagrose, Comptroller	8/17/2020
Tammi E. Bach, City Attorney	8/21/2020
Katie Newton, Legal Assistant	8/21/2020

Submitted By: Nicole Bednar, Administrative Services Manager

Date: August 12, 2020

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 enaction.

ENACTED this 1st day of September, 2020.

CITY OF FERNANDINA BEACH

_____
JOHN A. MILLER
Mayor - Commissioner

ATTEST:

CAROLINE BEST
City Clerk

APPROVED AS TO FORM AND LEGALITY:

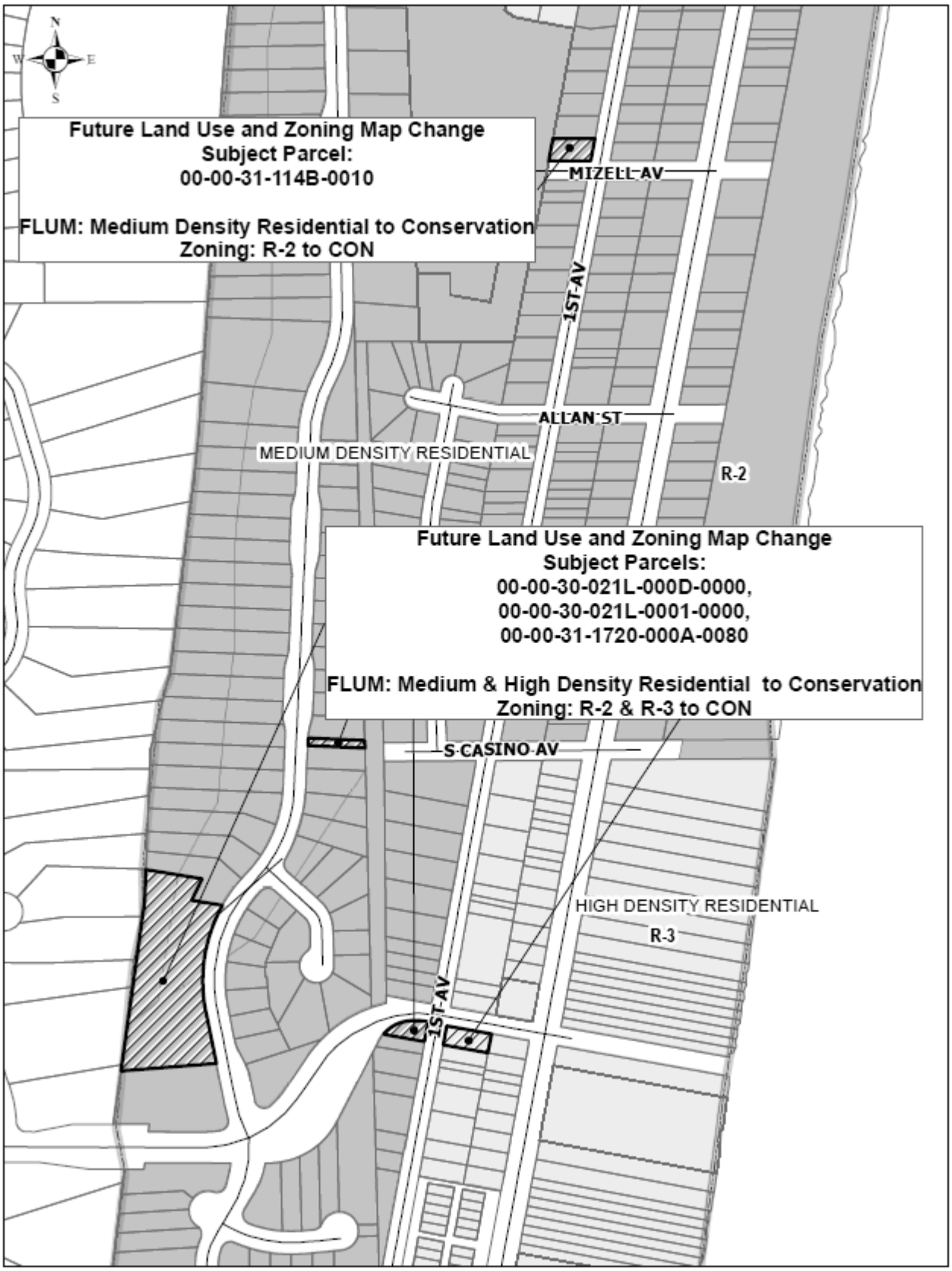
_____
TAMMI E. BACH
City Attorney

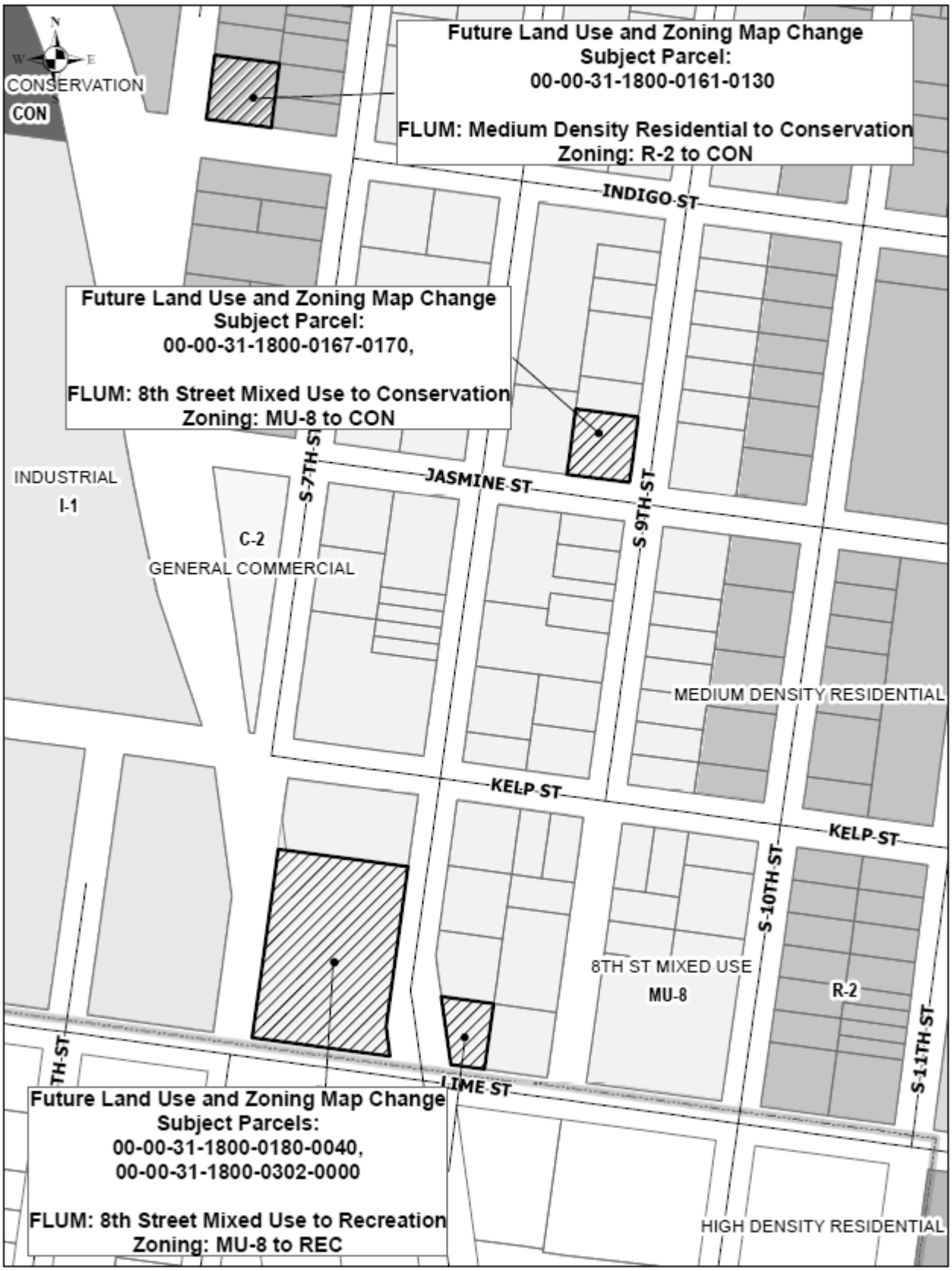
ORDINANCE 2020-25
EXHIBIT "A"

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 RESIDENTI	0.90	CONSERVATION	CON

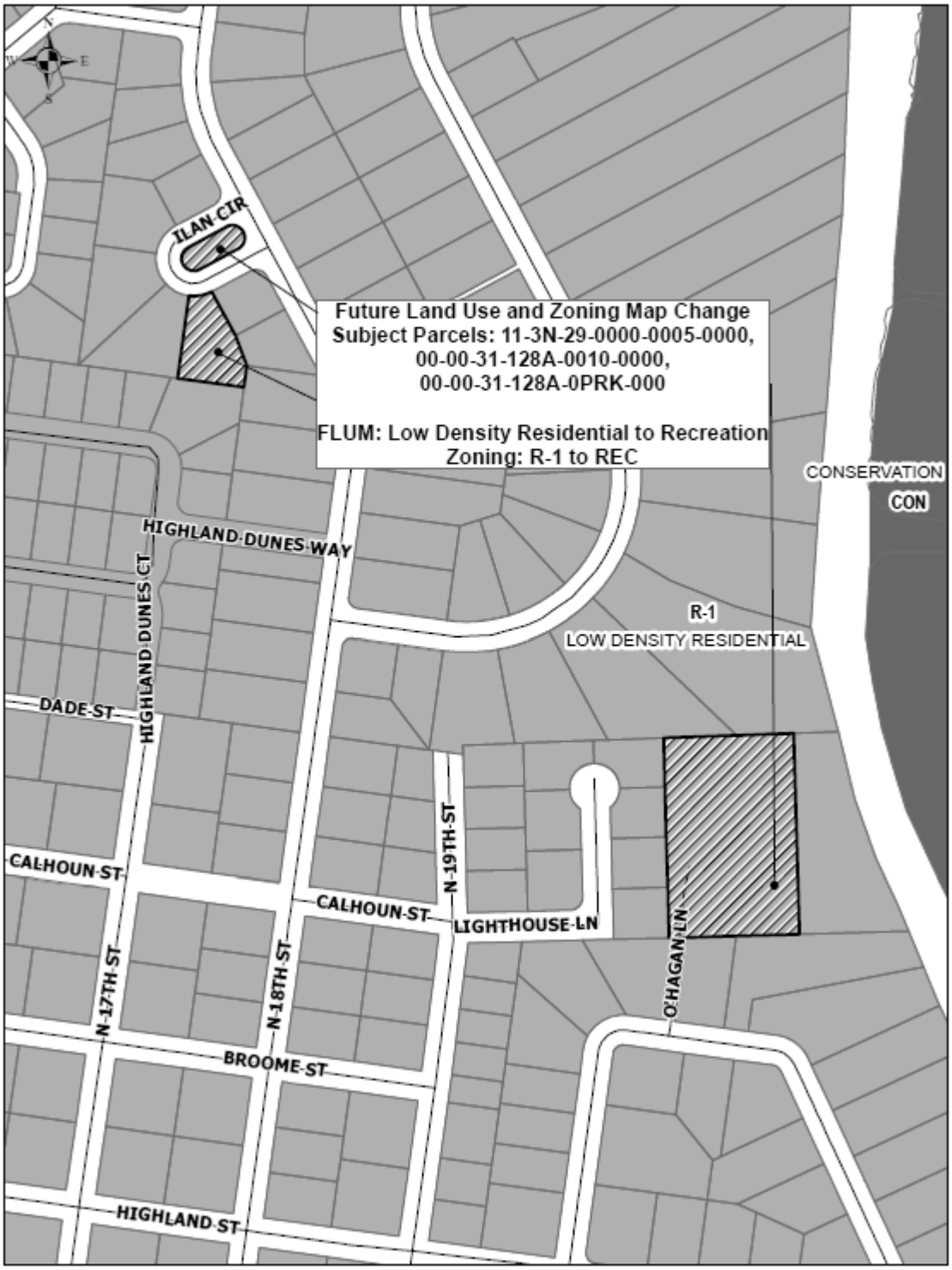
PARCEL NUMBER	LOCATION	FROM EXISTING ZONING	FROM EXISTING FUTURE LAND USE	ACREAGE	TO FUTURE LAND USE	TO ZONING
			AL			
00-00-31-1800-0217-0060	N 11TH STREET	R-2	MEDIUM DENSITY RESIDENTIAL	1.58	CONSERVATION	CON
00-00-31-1800-0217-0010	N 11TH ST	R-2	MEDIUM DENSITY RESIDENTIAL	5.48	CONSERVATION	CON
00-00-31-1800-0077-0050	N 10TH ST	R-2	MEDIUM DENSITY RESIDENTIAL	0.45	CONSERVATION	CON
00-00-31-1680-0025-0070	MATANZAS AV	R-2	MEDIUM DENSITY RESIDENTIAL	0.57	CONSERVATION	CON
00-00-31-128A-0PRK-0000	ILAN CIR	R-1	LOW DENSITY RESIDENTIAL	0.14	CONSERVATION	CON
00-00-31-1800-0077-0050	DADE STREET AND N 10TH ST	R-2	MEDIUM DENSITY RESIDENTIAL	0.45	CONSERVATION	CON
00-00-31-1800-0062-0030	DADE ST	R-2	MEDIUM DENSITY RESIDENTIAL	0.90	CONSERVATION	CON
00-00-31-1800-0061-0010	DADE ST	R-2	MEDIUM DENSITY RESIDENTIAL	1.61	CONSERVATION	CON
00-00-31-1800-0067-0010	CALHOUN ST	R-2	MEDIUM DENSITY RESIDENTIAL	0.69	CONSERVATION	CON
00-00-31-128A-0010-0000	3 ILAN CIR	R-1	LOW DENSITY RESIDENTIAL	0.41	CONSERVATION	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		


Future Land Use and Zoning Map Change
Subject Parcel:
00-00-31-114B-0010
FLUM: Medium Density Residential to Conservation
Zoning: R-2 to CON
MIZELL AV
1ST AV
ALLAN ST
MEDIUM DENSITY RESIDENTIAL
R-2
Future Land Use and Zoning Map Change
Subject Parcels:
00-00-30-021L-000D-0000,
00-00-30-021L-0001-0000,
00-00-31-1720-000A-0080
FLUM: Medium & High Density Residential to Conservation
Zoning: R-2 & R-3 to CON
S CASINO AV
HIGH DENSITY RESIDENTIAL
R-3
1ST AV


Future Land Use and Zoning Map Change
Subject Parcel:
00-00-31-1800-0161-0130
FLUM: Medium Density Residential to Conservation
Zoning: R-2 to CON
Future Land Use and Zoning Map Change
Subject Parcel:
00-00-31-1800-0167-0170,
FLUM: 8th Street Mixed Use to Conservation
Zoning: MU-8 to CON
Future Land Use and Zoning Map Change
Subject Parcels:
00-00-31-1800-0180-0040,
00-00-31-1800-0302-0000
FLUM: 8th Street Mixed Use to Recreation
Zoning: MU-8 to REC
N
W
E
CONSERVATION
CON
INDUSTRIAL
I-1
C-2
GENERAL COMMERCIAL
MEDIUM DENSITY RESIDENTIAL
8TH ST MIXED USE
MU-8
R-2
HIGH DENSITY RESIDENTIAL
INDIGO ST
S 7TH ST
JASMINE ST
S 9TH ST
KELP ST
KELP ST
S 10TH ST
S 11TH ST
LIME ST

I-2
INDUSTRIAL
INDUSTRIAL WATERFRONT
IW
MU-1
MIXED USE
FRANKLIN ST
N 11TH ST
DADE ST
CALHOUN ST
N 8TH ST
N 9TH ST
N 5TH ST
6TH ST
BROOME ST
MEDIUM DENSITY RESIDENTIAL
R-2
Future Land Use and Zoning Map Change
Subject Parcels:
00-00-31-1800-0217-0010,
00-00-31-1800-0217-0060,
00-00-31-1800-0077-0050,
00-00-31-1800-0067-0010,
00-00-31-1800-0062-0030,
00-00-31-1800-0061-0010
FLUM: Medium Density Residential to Conservation
Zoning: R-2 to CON
PI-1
PUBLIC & INSTITUTIONAL
N 13TH ST
CENTRE ST
CENTRAL BUSINESS DISTRICT
ATLANTIC AV
S 6TH ST
S 7TH ST
S 8TH ST
S 9TH ST
S 10TH ST
S 11TH ST
C-3
REC
RECREATION
ASH ST


Future Land Use and Zoning Map Change
Subject Parcels: 11-3N-29-0000-0005-0000,
00-00-31-128A-0010-0000,
00-00-31-128A-0PRK-000
FLUM: Low Density Residential to Recreation
Zoning: R-1 to REC
CONSERVATION
CON
R-1
LOW DENSITY RESIDENTIAL
ILAN CIR
HIGHLAND DUNES WAY
HIGHLAND DUNES CT
DADE ST
CALHOUN ST
CALHOUN ST
N 19TH ST
LIGHTHOUSE LN
O'HAGAN LN
N 17TH ST
N 18TH ST
BROOME ST
HIGHLAND ST

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:	1st 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:	Flood zone	Potential Wetlands	Avg. Topography	Soil Type	Coastal Upland Protection Zone
	X : Not SFHA	N/A	15'	Fripp Fine Sand Rolling	Yes
ADJACENT PROPERTIES:	Direction	Existing Use(s)	Year Built	Zoning	FLUM
	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

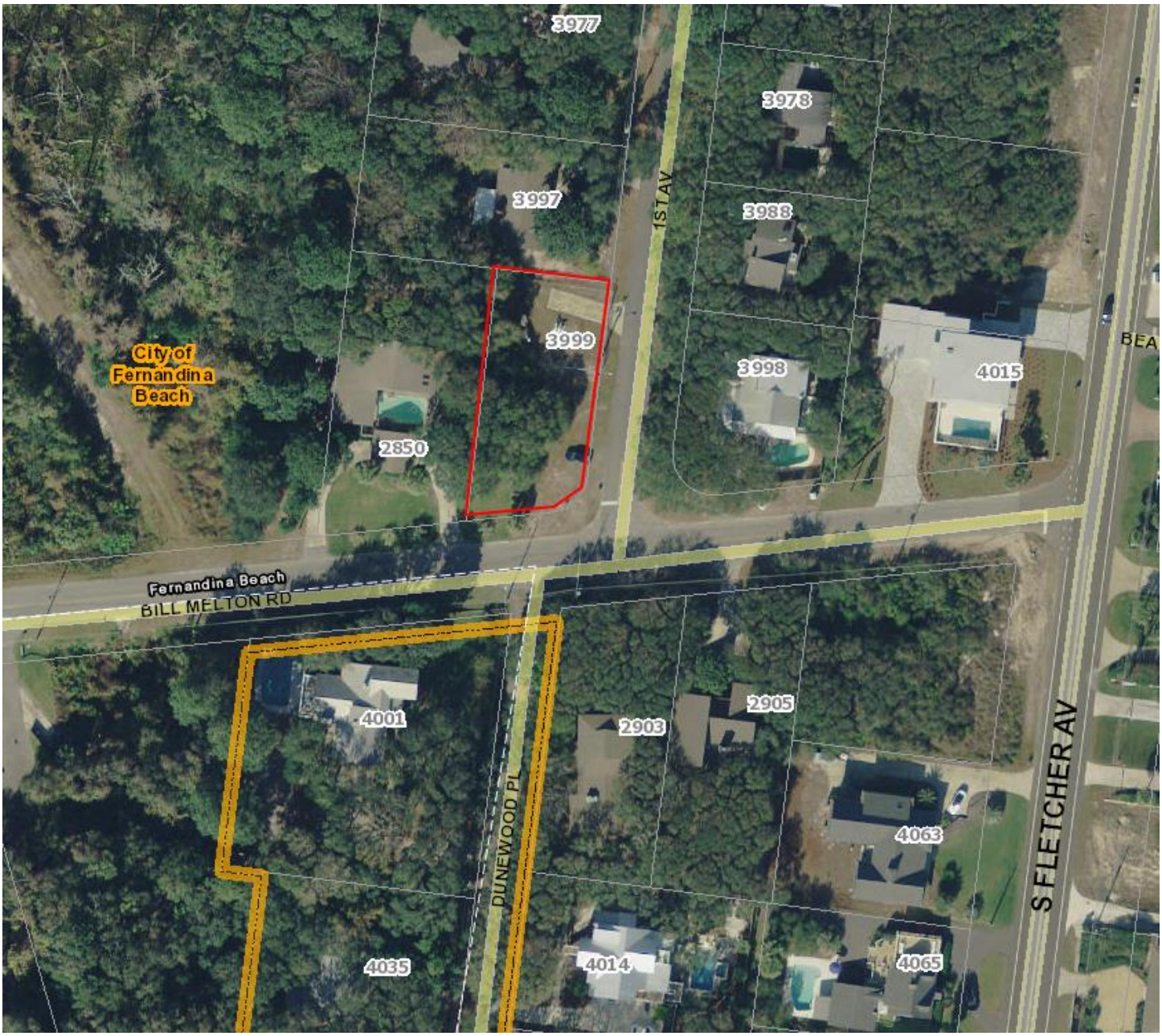
APPLICABLE LAND DEVELOPMENT CODE SECTIONS:	2.00.03 (Establishment of district boundary); 2.01.20 (CON zoning district); 4.05.00 (Landscaping, Buffers, and Tree Protection); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) Reference: www.fbfl.us/LDC
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

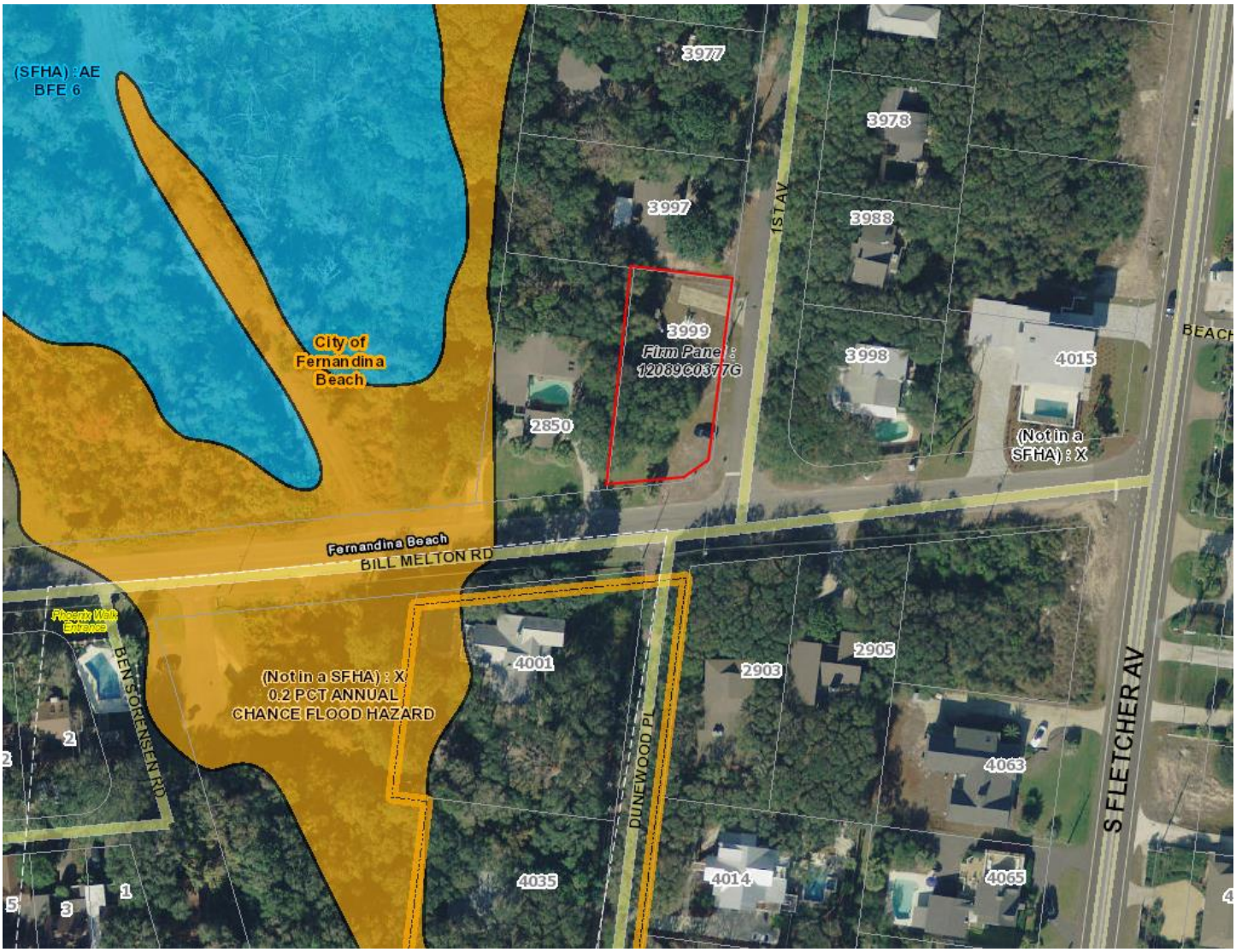
PROPERTY BOUNDARY



STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

CURRENT LAND USE AND ZONING

FLOODZONE


(SFHA) : AE
BFE 6
City of Fernandina Beach
3977
3978
3997
3988
1ST AV
3999
Firm Panel : 12089C0377G
3998
4015
2850
(Not in a SFHA) : X
Fernandina Beach
BILL MELTON RD
Flagler Walk Entrance
BEN SORENSEN RD
(Not in a SFHA) : X
0.2 PCT ANNUAL CHANCE FLOOD HAZARD
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2905
DUNEWOOD PL
4063
S FLETCHER AV
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4014
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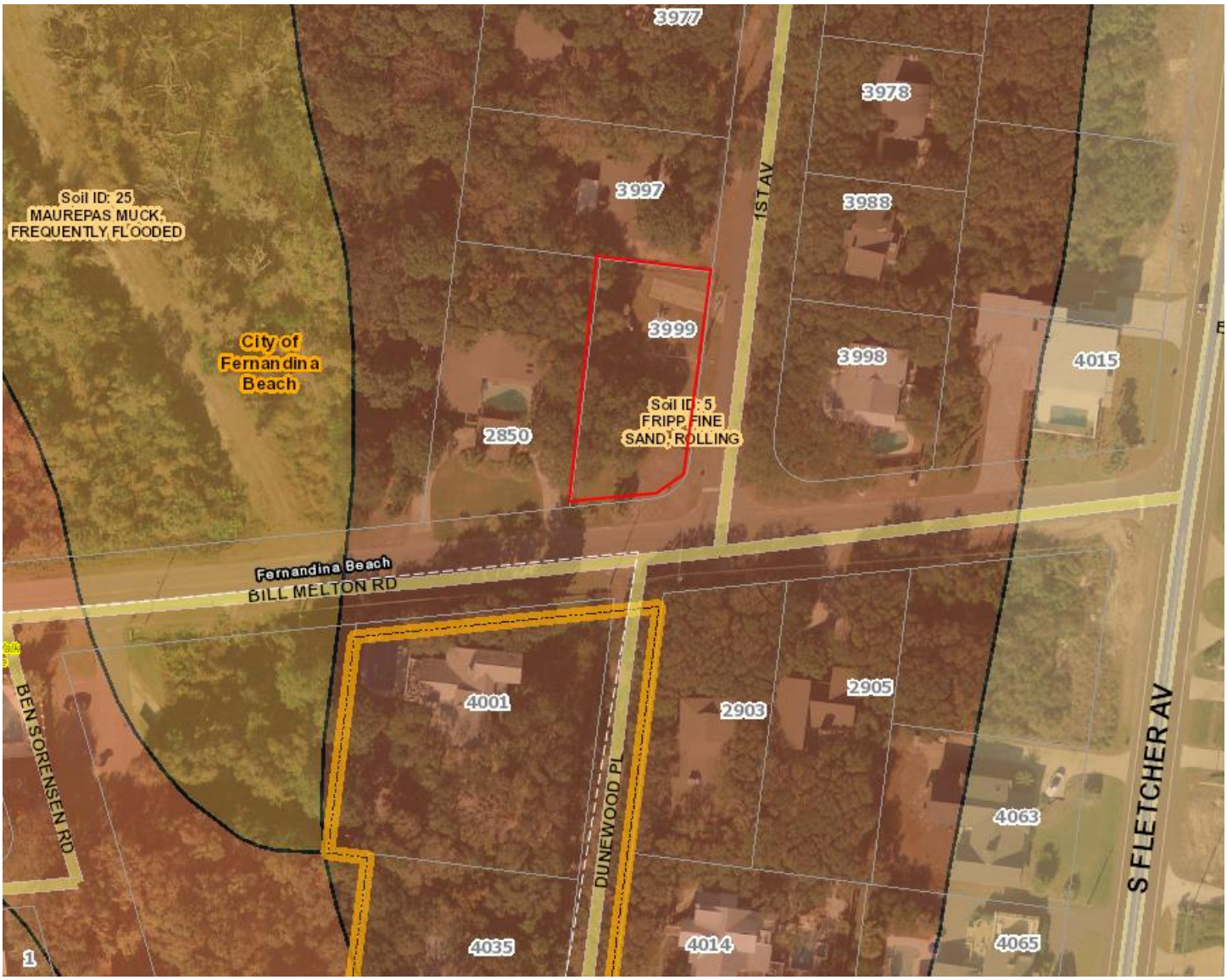
SOILS


3977
3978
3997
1ST AV
3988
Soil ID: 25
MAUREPAS MUCK,
FREQUENTLY FLOODED
3999
City of
Fernandina
Beach
3998
4015
Soil ID: 5
FRIPP FINE
SAND, ROLLING
2850
Fernandina Beach
BILL MELTON RD
4001
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BEN SORENSEN RD
DUNEWOOD PL
S FLETCHER AV
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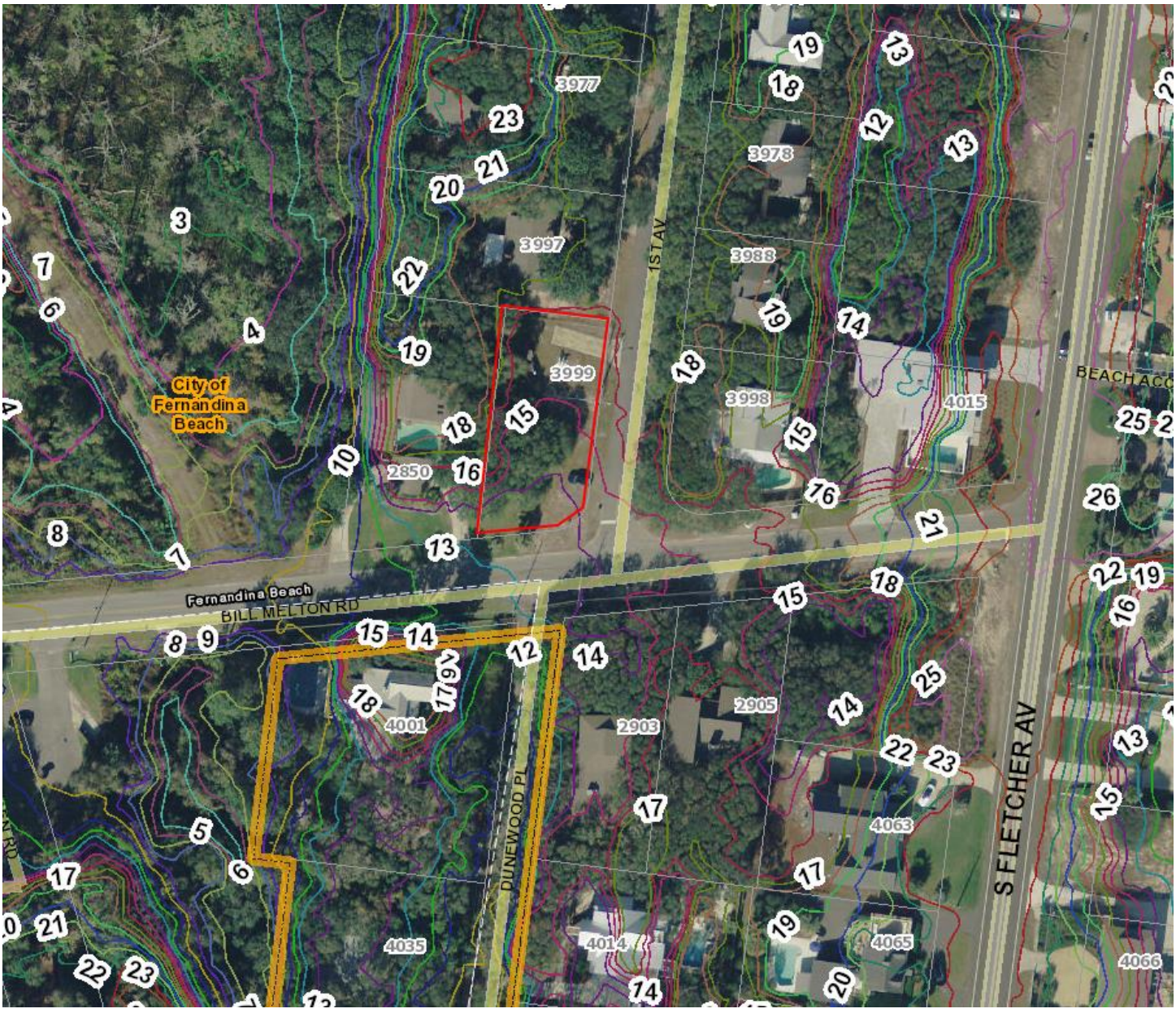
TOPOGRAPHY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1ST AV
City of Fernandina Beach
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Fernandina Beach
BILL MELTON RD
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2903
DUNEWOOD PL
S FLETCHER AV
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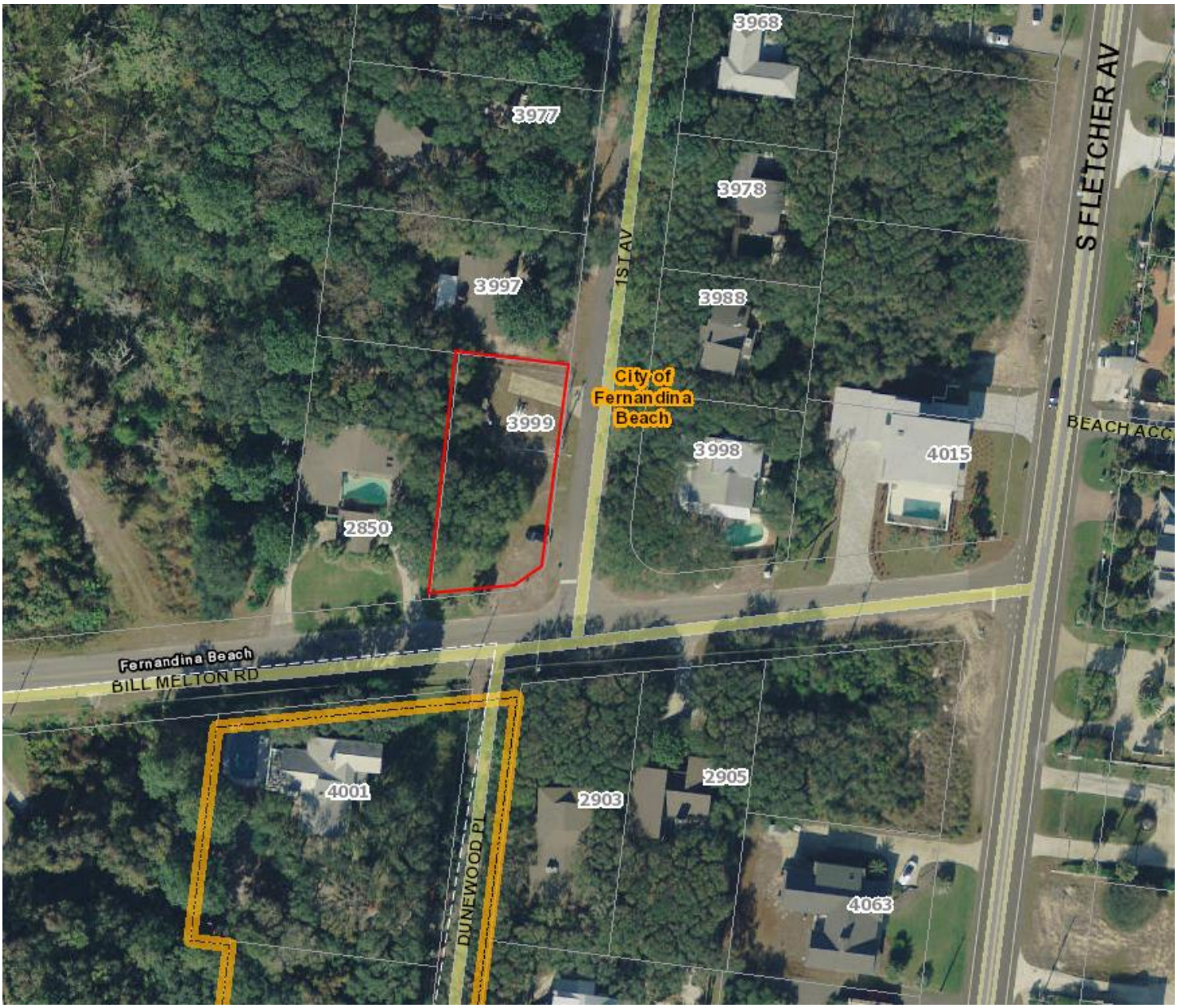
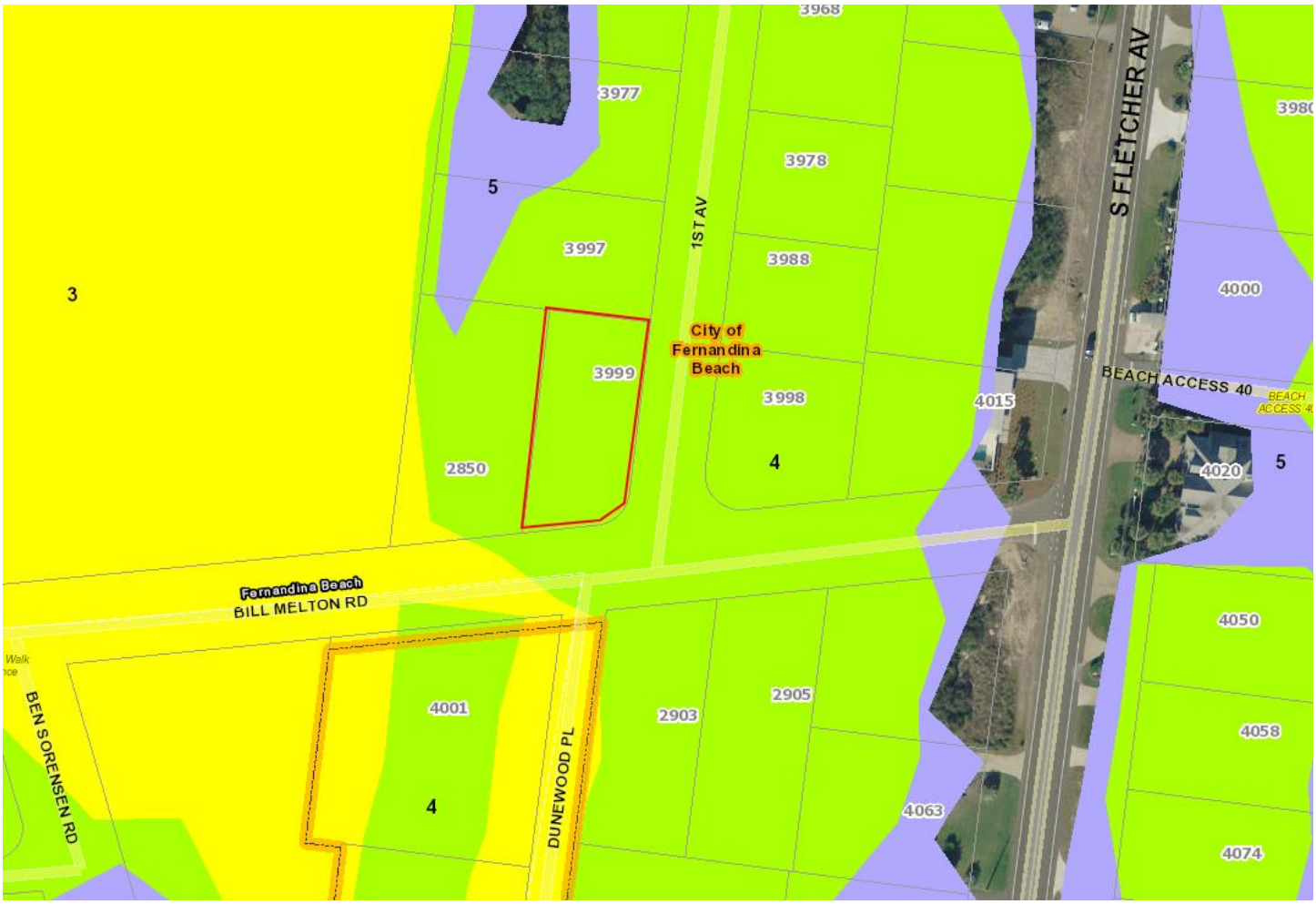
WETLANDS – Not applicable.



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:	1st 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:	Flood zone	Potential Wetlands	Avg. Topography	Soil Type	Coastal Upland Protection Zone
	X : Not SFHA	N/A	16'	Fripp Fine Sand Rolling	Yes
ADJACENT PROPERTIES:	Direction	Existing Use(s)	Year Built	Zoning	FLUM
	North	Residential	2000	R-2+R3	MDR+HDR
	South	Residential	1999	R-2+R-3	MDR+HDR
	East	Residential	1971	R-3	HDR
	West	Residential	1996	R-2	MDR
APPLICABLE COMPREHENSIVE PLAN POLICIES:	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering); 1.07.15 (conservation land use category); Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands); 6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) Reference: www.fbfl.us/Compplan				

STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

APPLICABLE LAND DEVELOPMENT CODE SECTIONS:	2.00.03 (Establishment of district boundary); 2.01.20 (CON zoning district); 4.05.00 (Landscaping, Buffers, and Tree Protection); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) Reference: www.fbfl.us/LDC
STAFF RECOMMENDATION:	Staff finds the requested amendments to be sufficiently compliant with the Comprehensive Plan, Land Development Code, and established City Commission Goal to increase conservation land use and zoning acreage. Staff recommends approval of the request.

Submitted by:

Kelly N. Gibson, AICP
Director

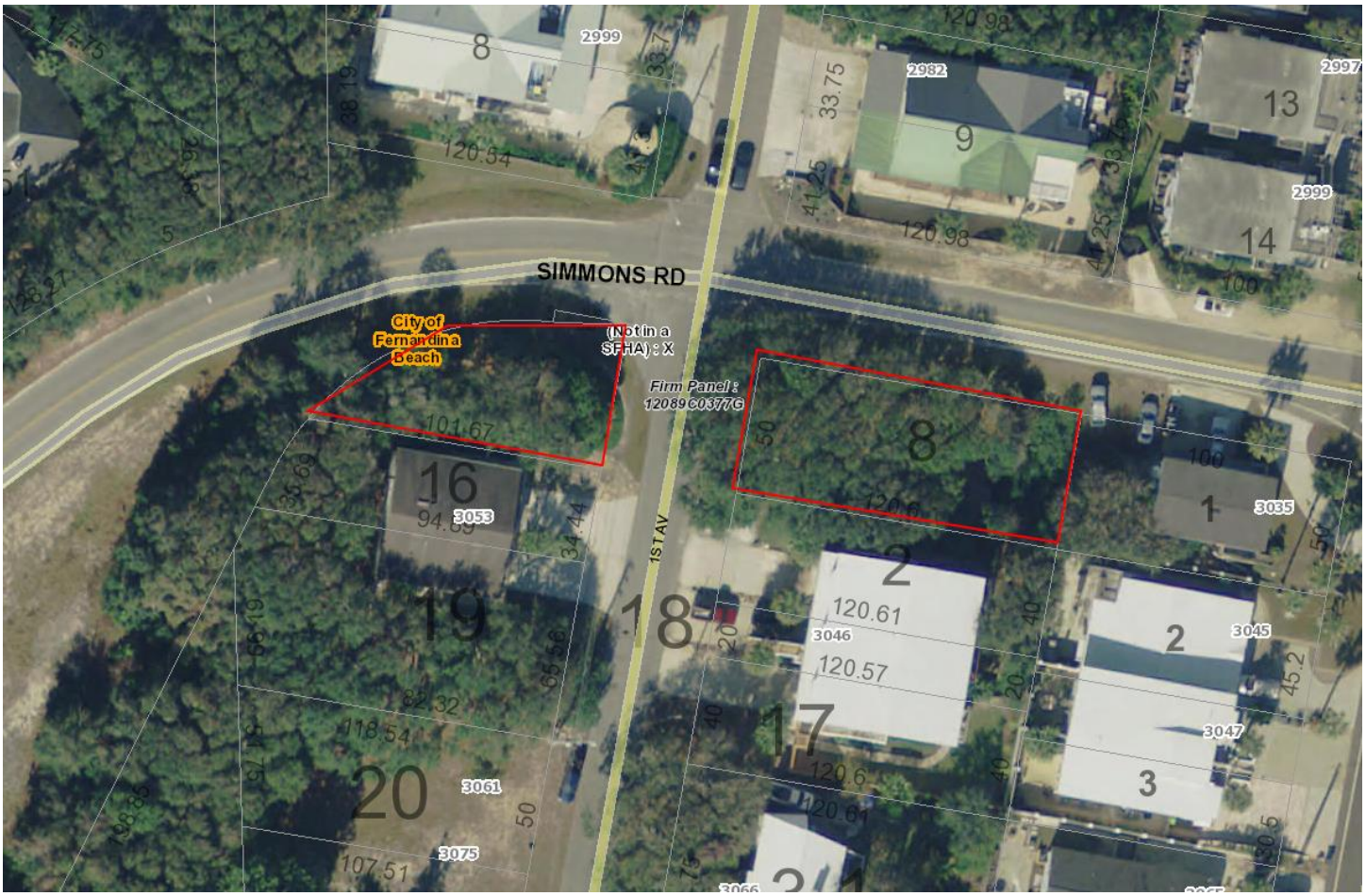
STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

PROPERTY BOUNDARY

STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

CURRENT LAND USE AND ZONING

FLOODZONE


SIMMONS RD
City of Fernandina Beach
(Not in a SFHA) : X
Firm Panel : 12089C0377G
1STAV
2999
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2999
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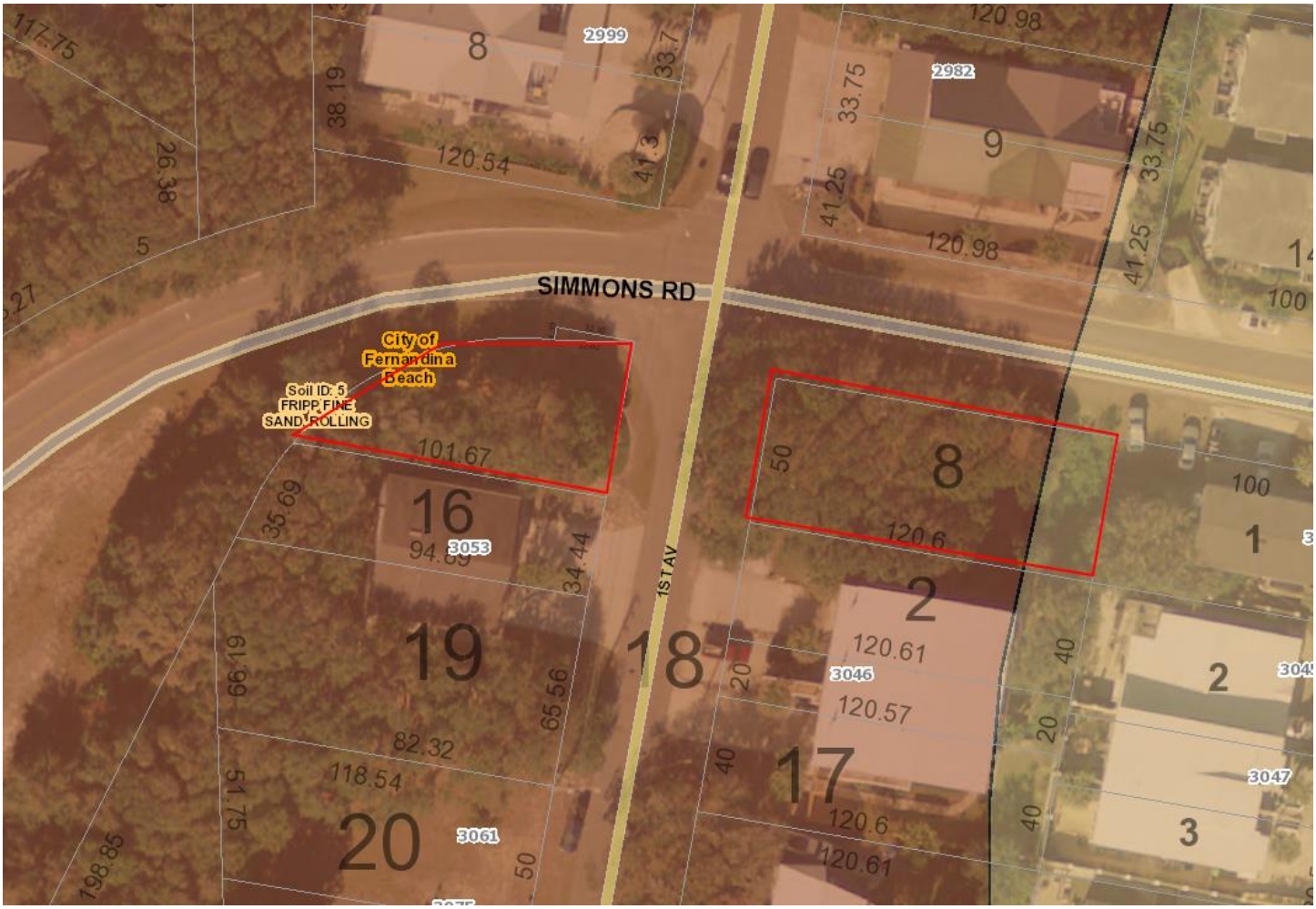
SOILS


SIMMONS RD
City of Fernandina Beach
Soil ID: 5
FRIPP FINE SAND, ROLLING
1ST AV
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TOPOGRAPHY

SIMMONS RD
1ST AV
City of Fernandina Beach
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WETLANDS – Not applicable.

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:	8th 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:	Flood zone	Potential Wetlands	Avg. Topography	Soil Type	Coastal Upland Protection Zone
	X : Not SFHA	No	15'	Urban Land	No
ADJACENT PROPERTIES:	Direction	Existing Use(s)	Year Built	Zoning	FLUM
	North	Retail	1973	MU-8	8th St. MU
	South	County	-	-	-
	East	Vacant	-	MU-8	8th 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:

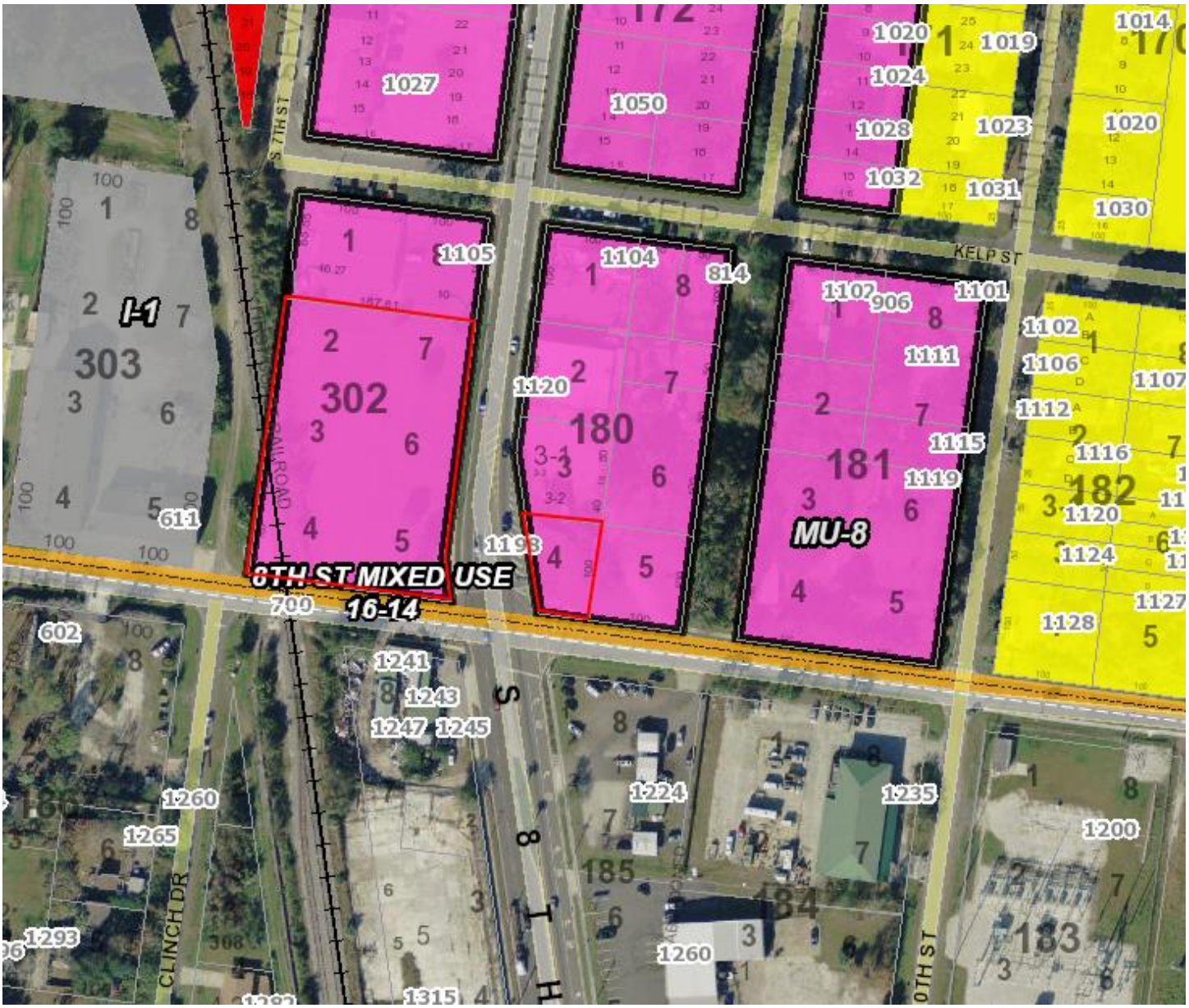
Kelly N. Gibson, AICP
Director

STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

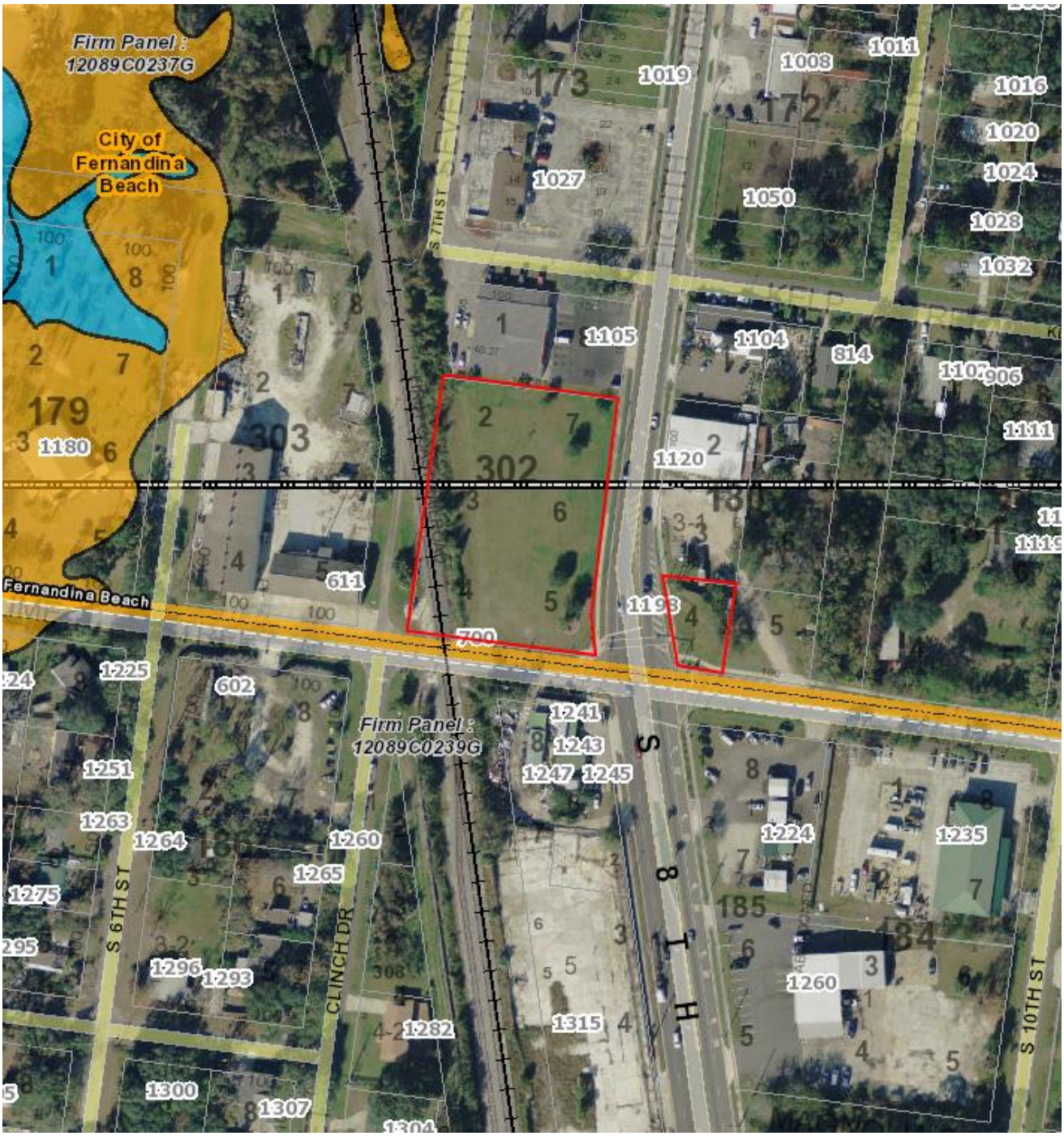
PROPERTY BOUNDARY

STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

CURRENT LAND USE AND ZONING



FLOODZONE


Firm Panel : 12089C0237G
City of Fernandina Beach
Fernandina Beach
Firm Panel : 12089C0239G
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S 6TH ST
CLINCH DR
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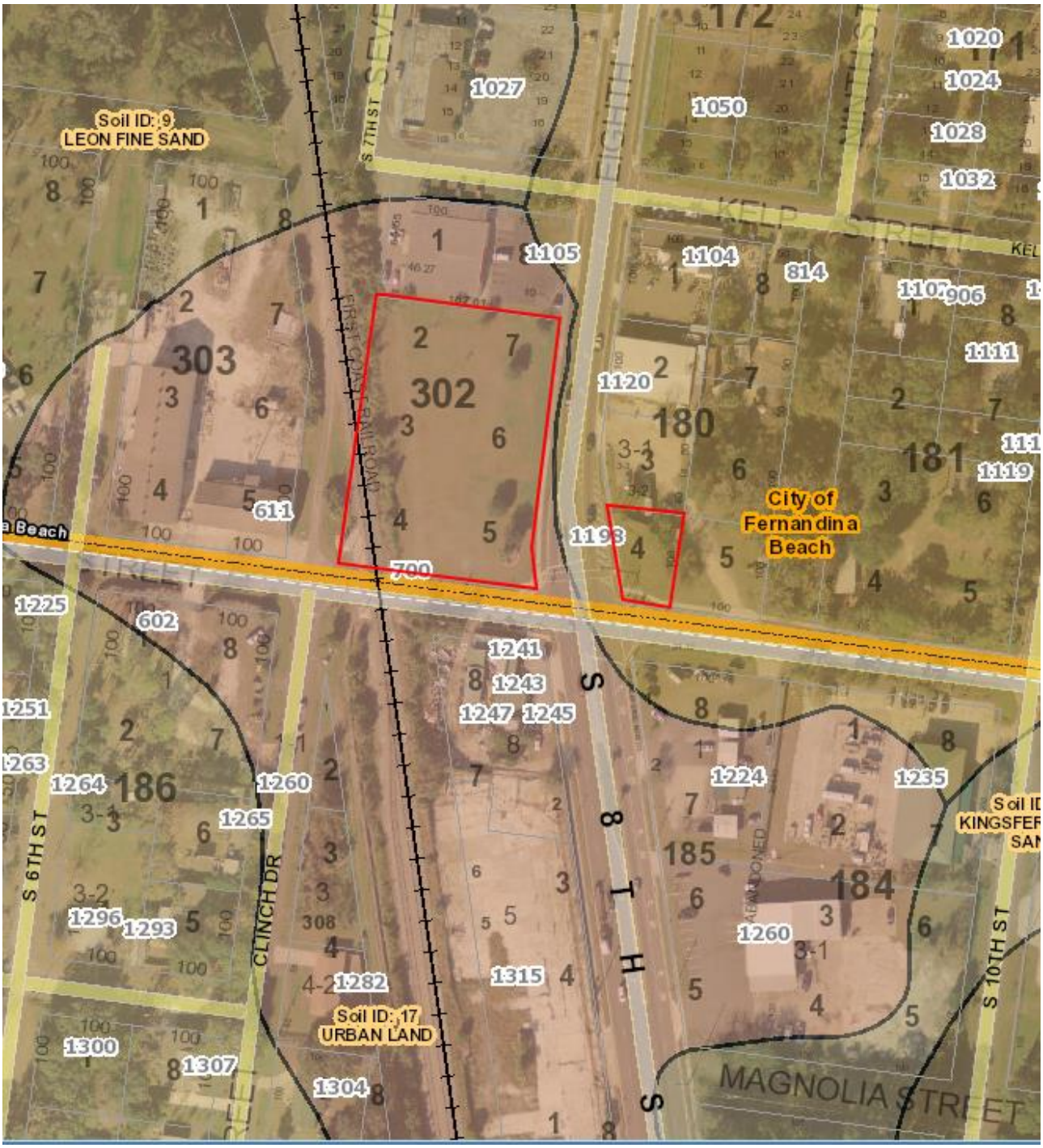
SOILS


Soil ID: 9
LEON FINE SAND
Soil ID: 17
URBAN LAND
City of Fernandina Beach
KELP STREET
MAGNOLIA STREET
S 7TH ST
S 6TH ST
S 10TH ST
CLINCH DR
FIRST COAST RAILROAD
ABANDONED
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TOPOGRAPHY

City of Fernandina Beach
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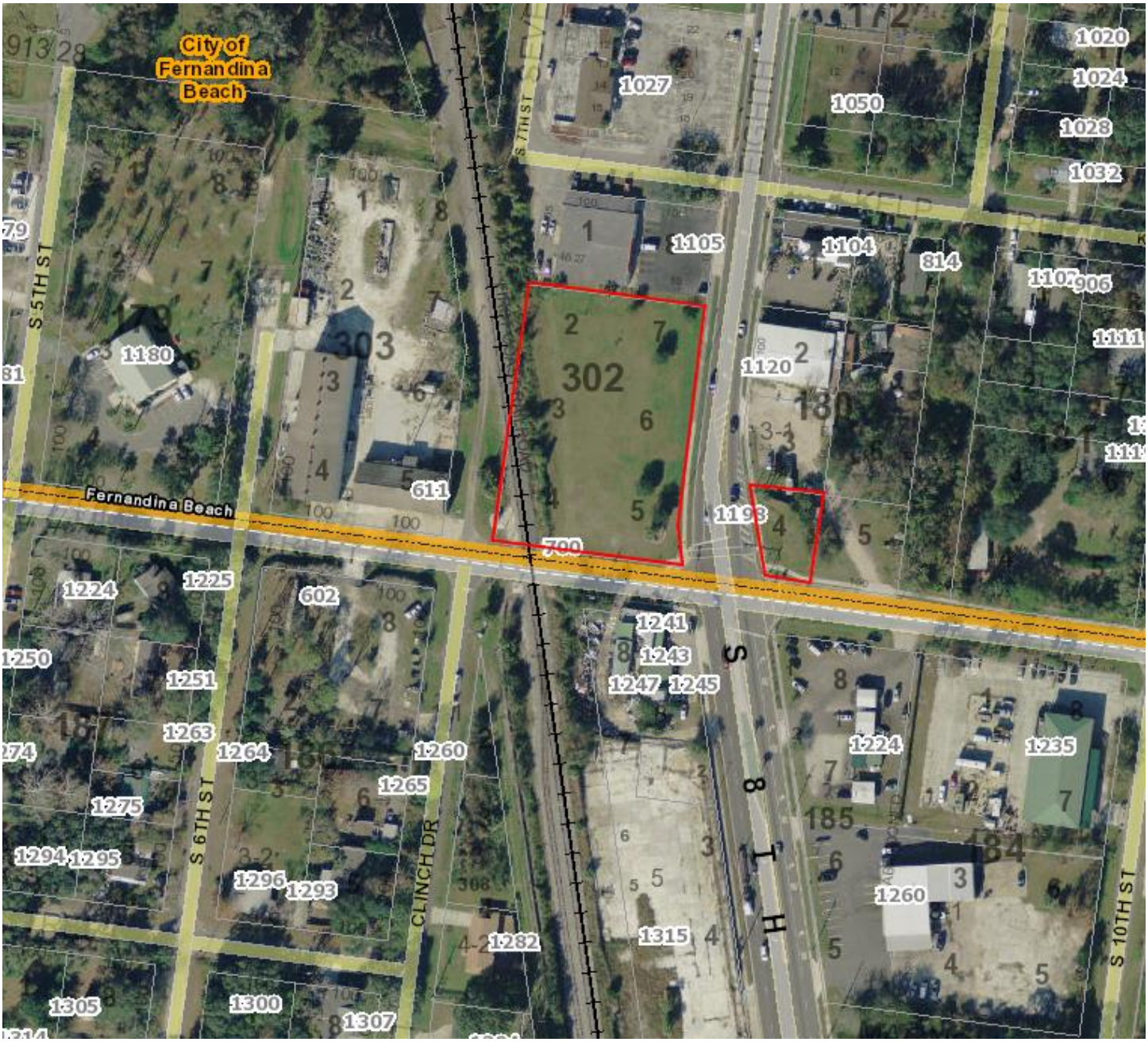
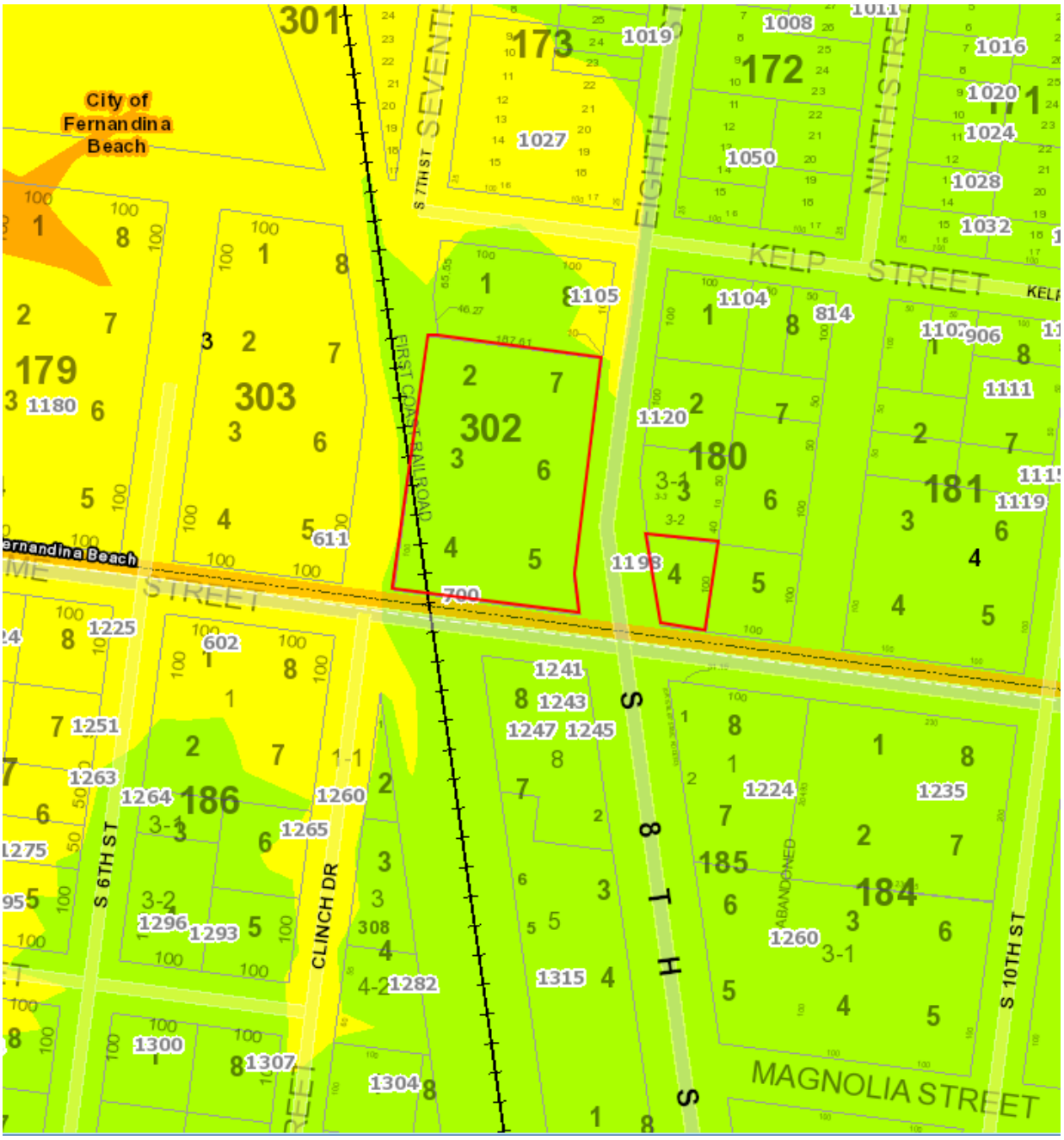
WETLANDS – Not applicable.



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:

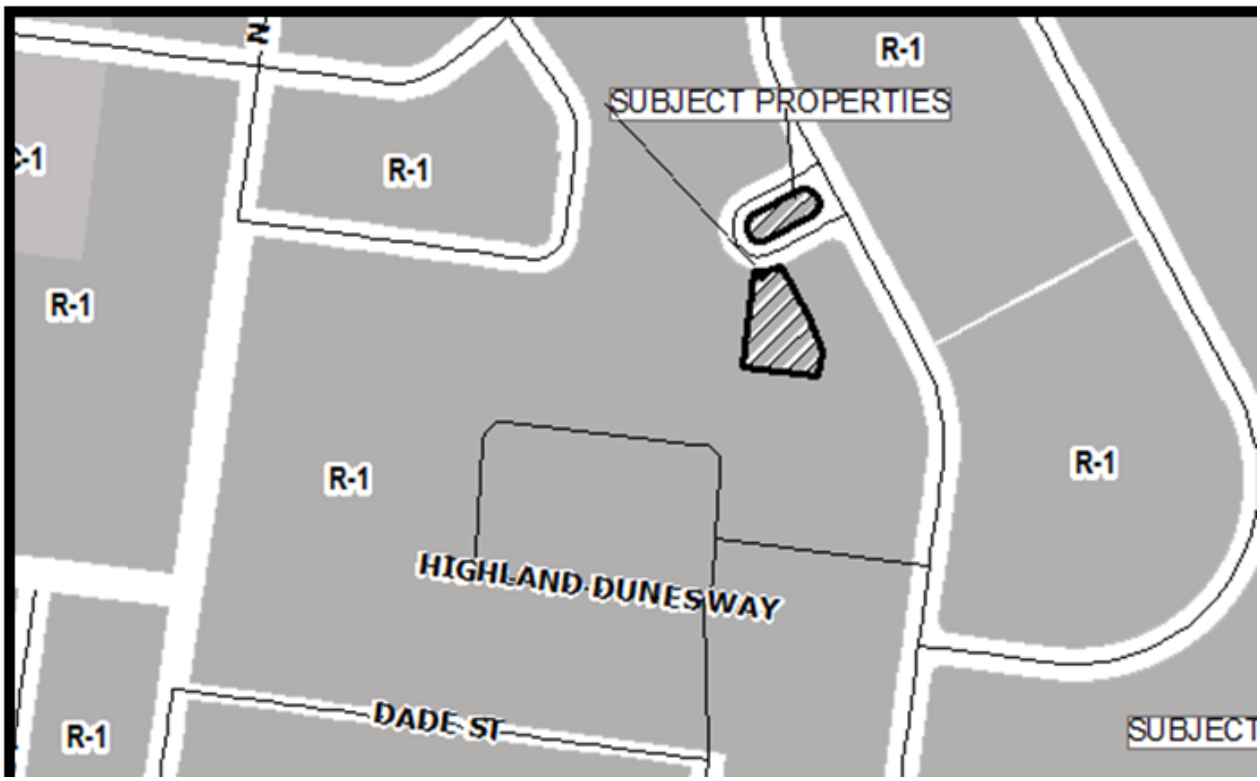
PARCEL ID # AND PROPERTY OWNER:	00-00-31-128A-0010-0000 00-00-31-128A-0PRK-0000 CITY OF EERNANDINA BEACH				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change (In accordance with action directed under Ord. 2019-05)				
LOCATION AND DESCRIPTION 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-0PRK-0000: 0.14 acres				
ENVIRONMENTAL CHARACTERISTICS:	Flood zone	Potential Wetlands	Avg. Topography	Soil Type	Coastal Upland Protection Zone
	X	NO	12-22 FT	FINE SANDS	NO
ADJACENT PROPERTIES:	Direction	Existing Use(s)	Year Built	Zoning	FLUM
	North	SF Homes	Varies	R-1	Low Density Residential (LDR)
	South	"	"	"	"
	East	"	"	"	"
	West	"	"	"	"
APPLICABLE COMPREHENSIVE PLAN POLICIES:	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering); 1.07.15 (conservation land use category); Objective 5.10 (Wildlife Planning) and specific policies 5.10.01, 5.10.02, 5.10.05; Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands) Reference: www.fbfl.us/Compplan				
APPLICABLE LAND	2.00.03 (Establishment of district boundary);				

STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

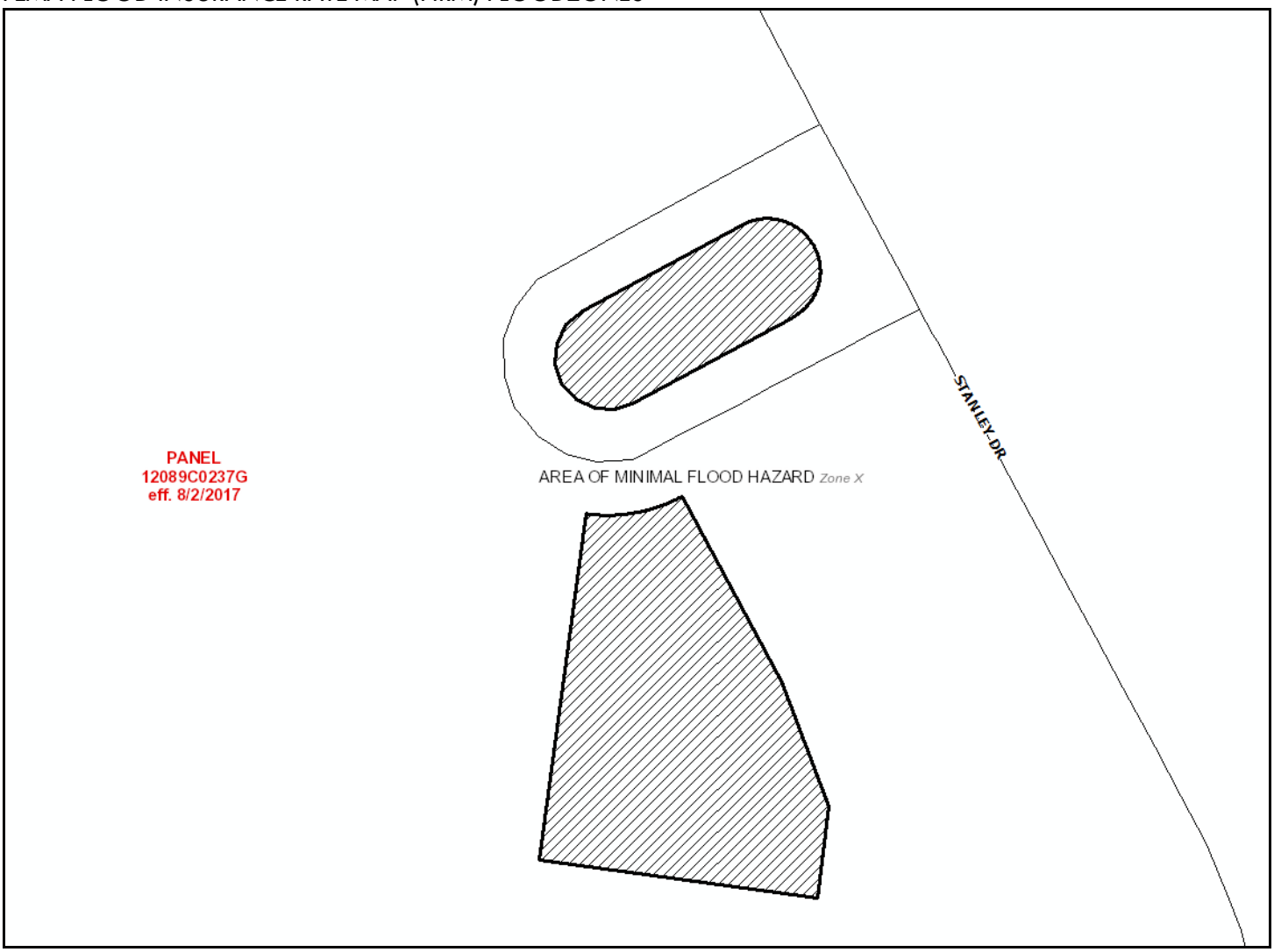
DEVELOPMENT CODE SECTIONS:	2.01.20 (CON zoning district); 4.05.00 (Landscaping, Buffers, and Tree Protection); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) Reference: www.fbfl.us/LDC
STAFF RECOMMENDATION:	Staff finds the requested amendments to be sufficiently compliant with the Comprehensive Plan, Land Development Code, and established City Commission Goal to increase conservation land use and zoning acreage. Staff recommends approval of the request.

Kelly N. Gibson, AICP
Director

MAP OF PROPERTY BOUNDARIES AND EXISTING LAND USE MAP DESIGNATION (LOW DENSITY RESIDENTIAL -LDR) AND ZONING DISTRICT OF LOW DENSITY RESIDENTIAL (R-1)

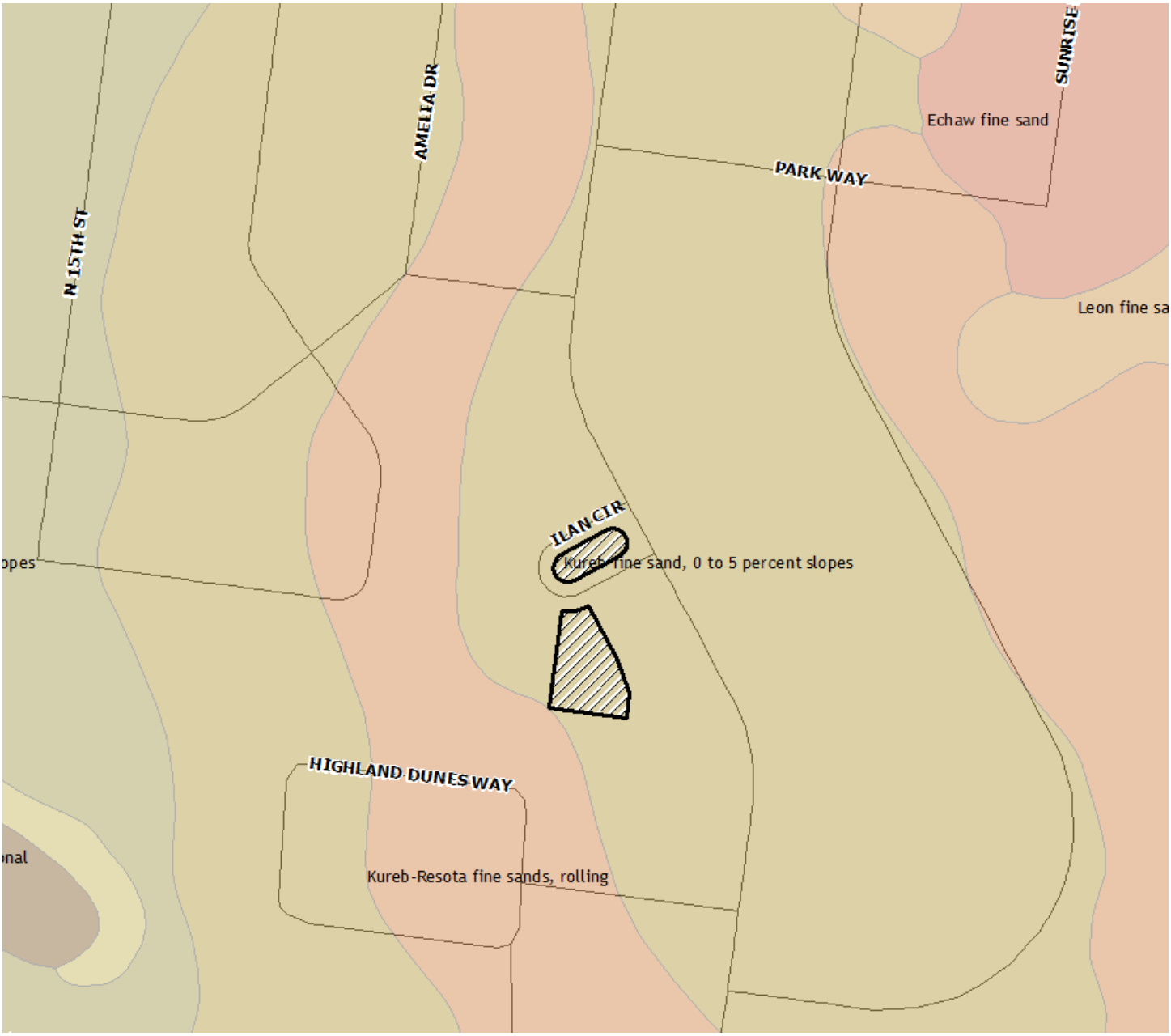


FEMA FLOOD INSURANCE RATE MAP (FIRM) FLOODZONES



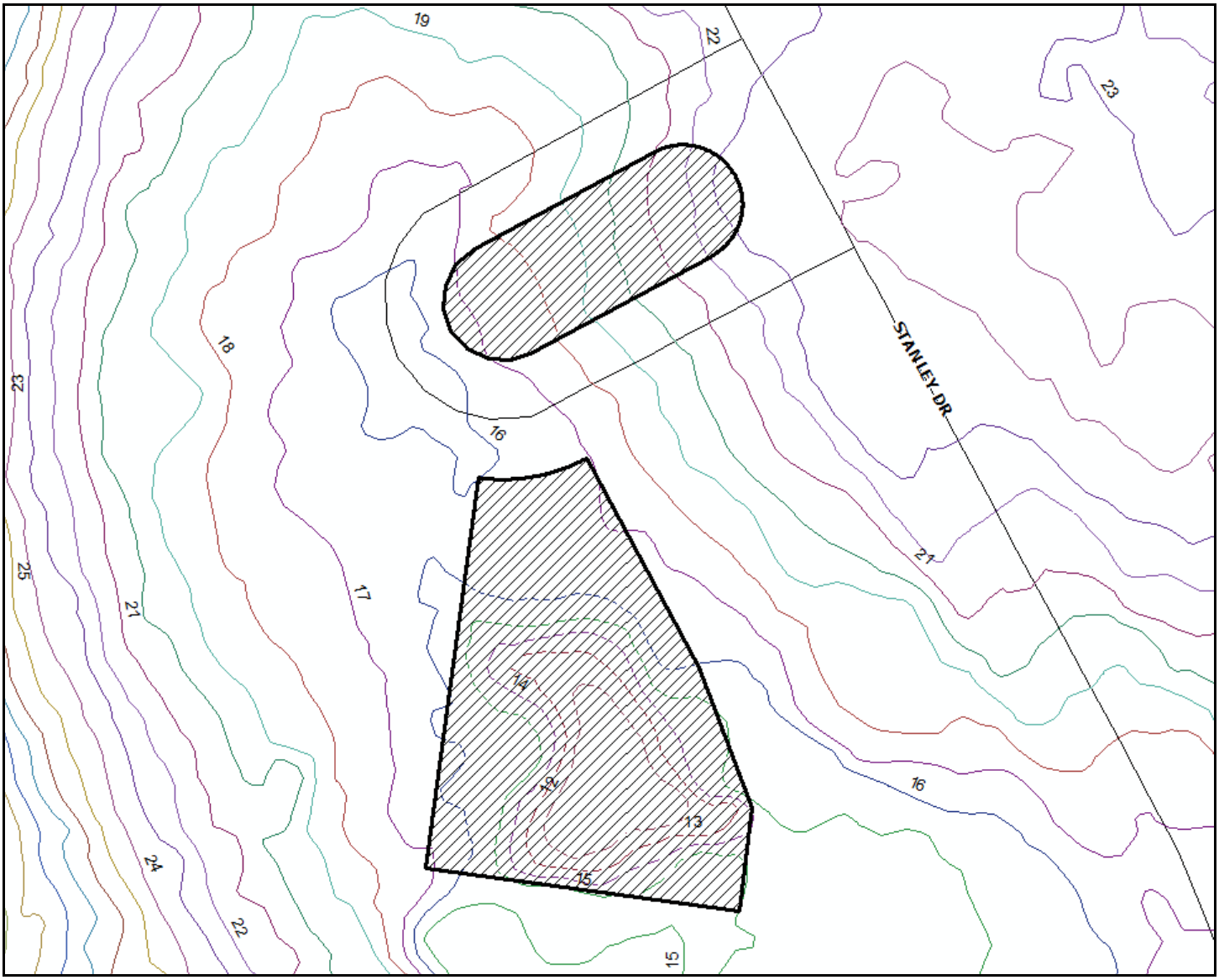
SOILS MAP

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

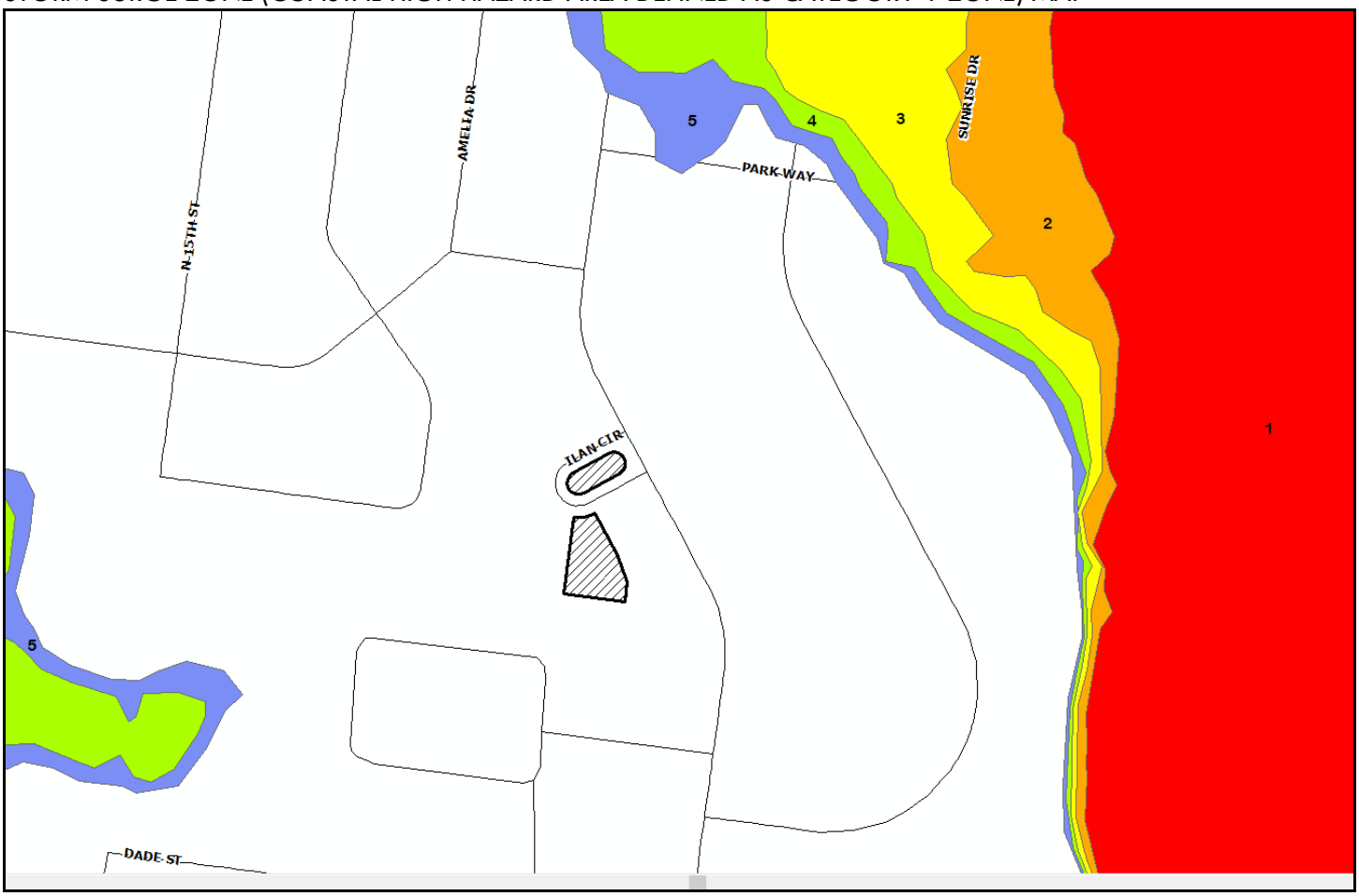
TOPOGRAPHY MAP



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

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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:	Flood zone	Potential Wetlands	Avg. Topography	Soil Type	Coastal Upland Protection Zone
	AE 6	Yes	Varies 18' to 3'	Fripp Fine Sand Rolling. Maurepas Muck.	Yes
ADJACENT PROPERTIES:	Direction	Existing Use(s)	Year Built	Zoning	FLUM
	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);				

	Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands); 6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) Reference: www.fbfl.us/Compplan
APPLICABLE LAND DEVELOPMENT CODE SECTIONS:	2.00.03 (Establishment of district boundary); 2.01.20 (CON zoning district); 3.02.06 (Land Uses within Areas of Special Flood Hazard); 3.03.00 (Wetland Protection); 4.05.00 (Landscaping, Buffers, and Tree Protection); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) Reference: www.fbfl.us/LDC
STAFF RECOMMENDATION:	Staff finds the requested amendments to be sufficiently compliant with the Comprehensive Plan, Land Development Code, and established City Commission Goal to increase conservation land use and zoning acreage. Staff recommends approval of the request.

Submitted by:

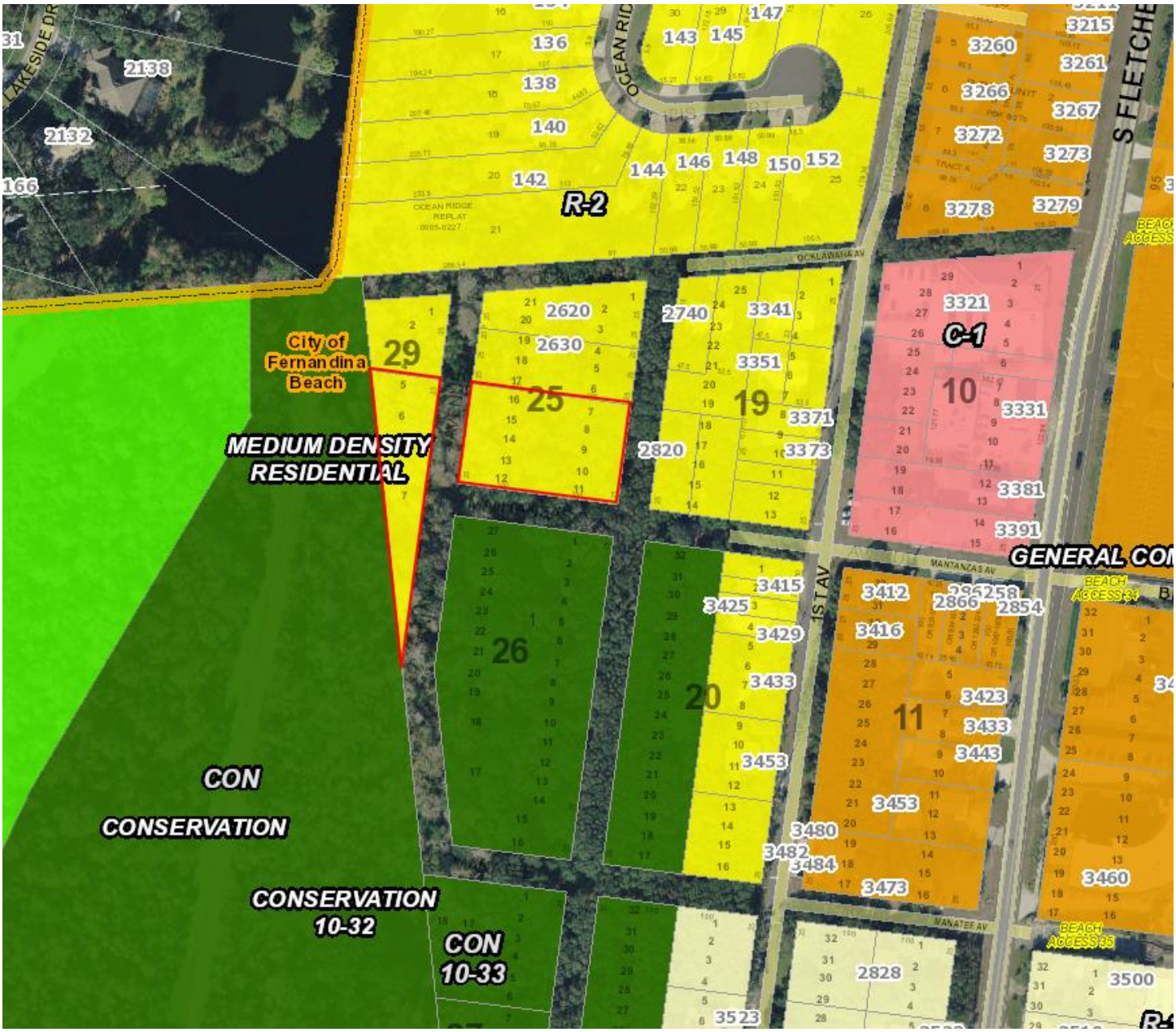
Kelly N. Gibson, AICP
Director

STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

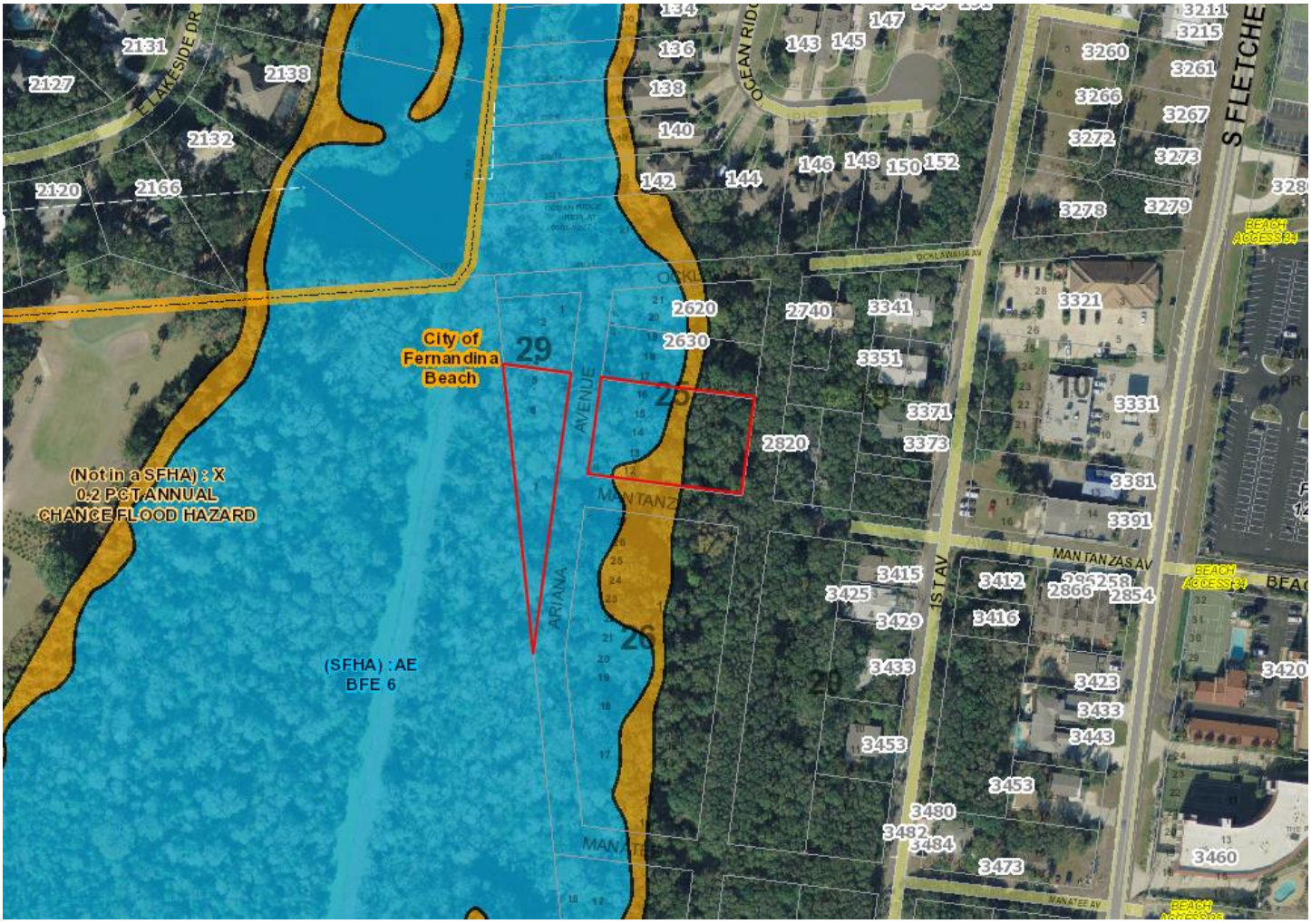
PROPERTY BOUNDARY

STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

CURRENT LAND USE AND ZONING



FLOODZONE


City of Fernandina Beach
(Not in a SFHA) : X
0.2 PCT ANNUAL
CHANCE FLOOD HAZARD
(SFHA) : AE
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26
20
10
ARIANA AVENUE
MANTANZAS AV
1ST AV
S FLETCHE
OCEAN RIDGE
OCKLAWAHA AV
MANATEE AV
BEACH ACCESS 34
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2127
2138
2132
2120
2166
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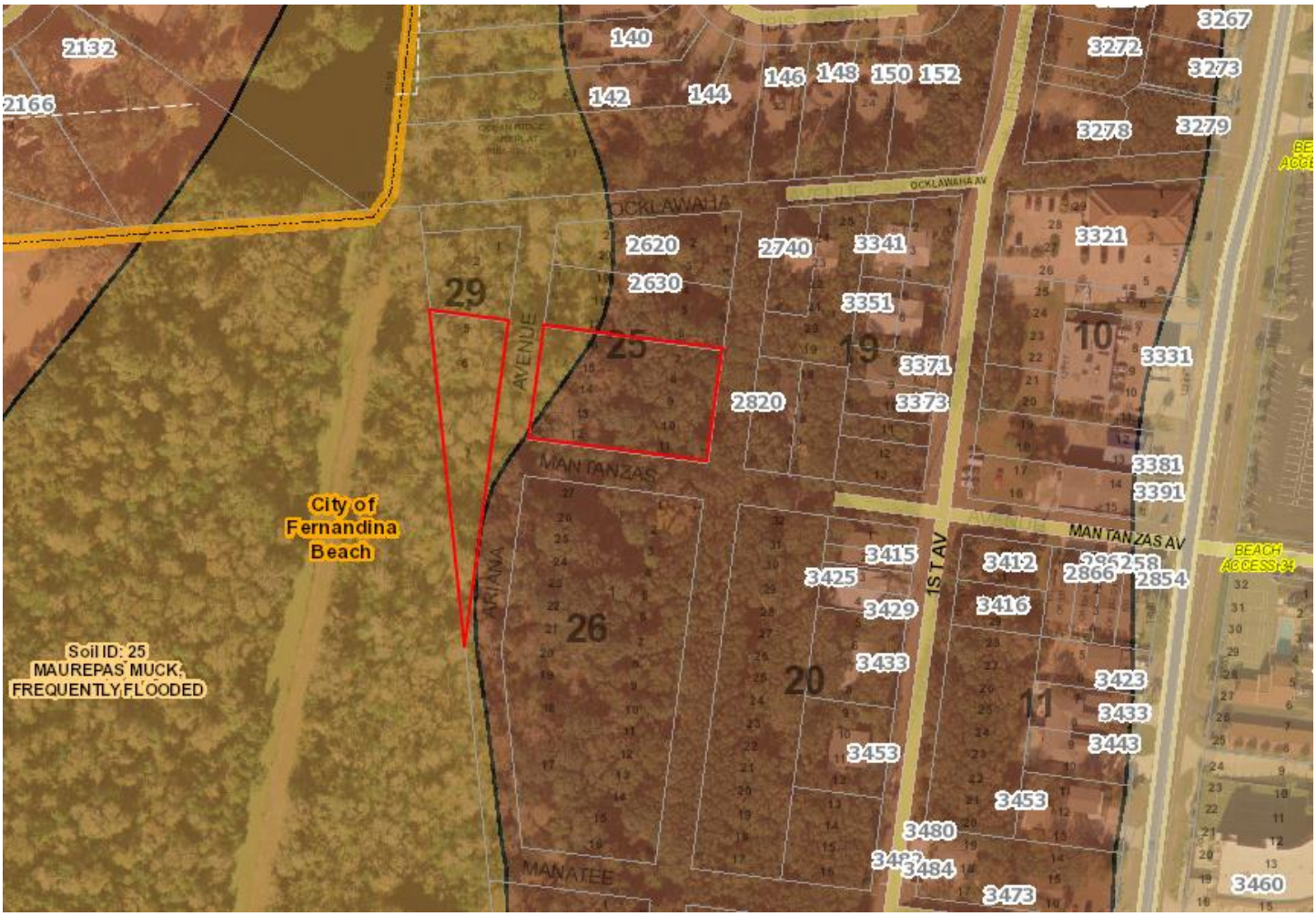
SOILS


2132
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OCKLAWAHA AV
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City of Fernandina Beach
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1ST AV
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BEACH ACCESS 34
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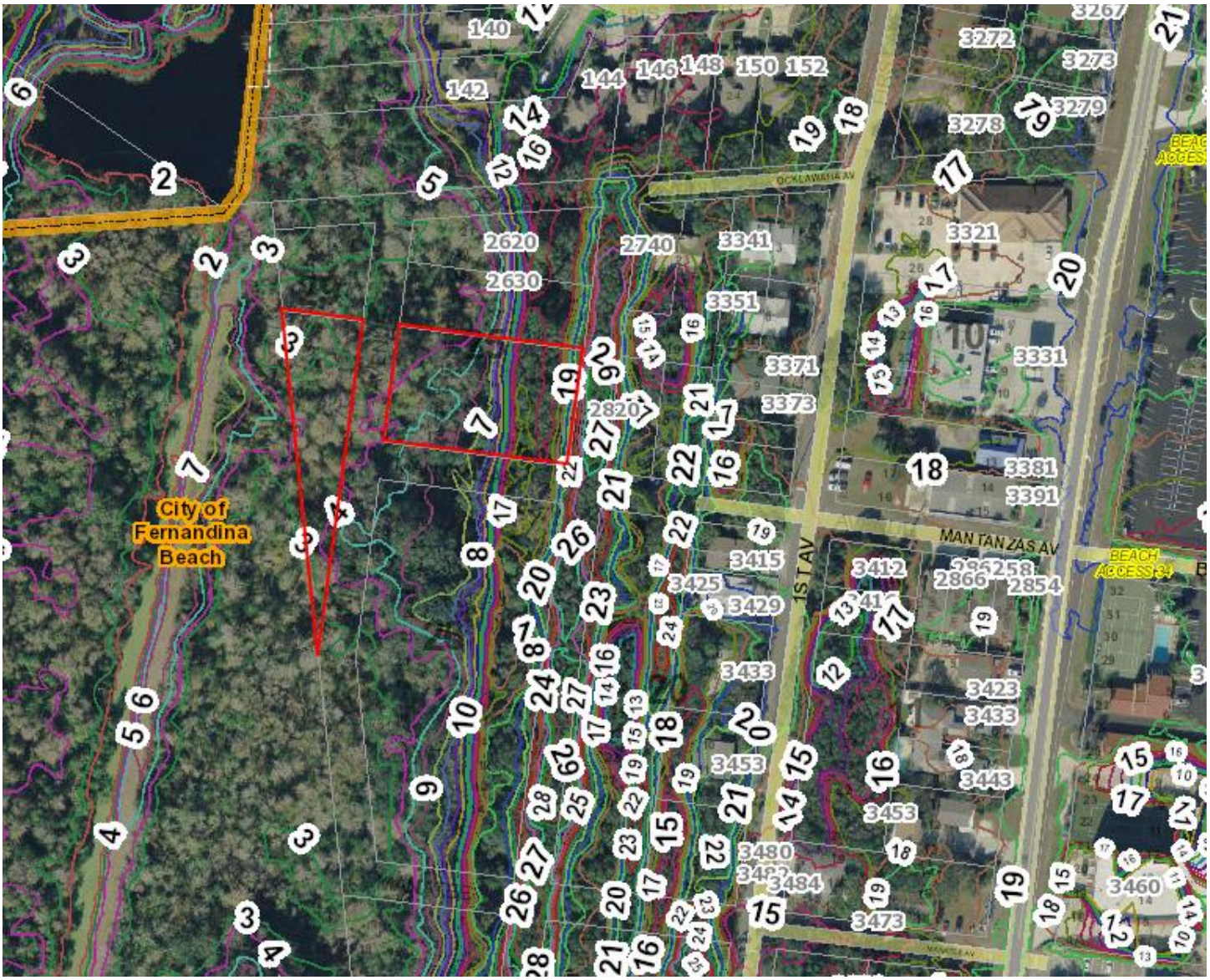
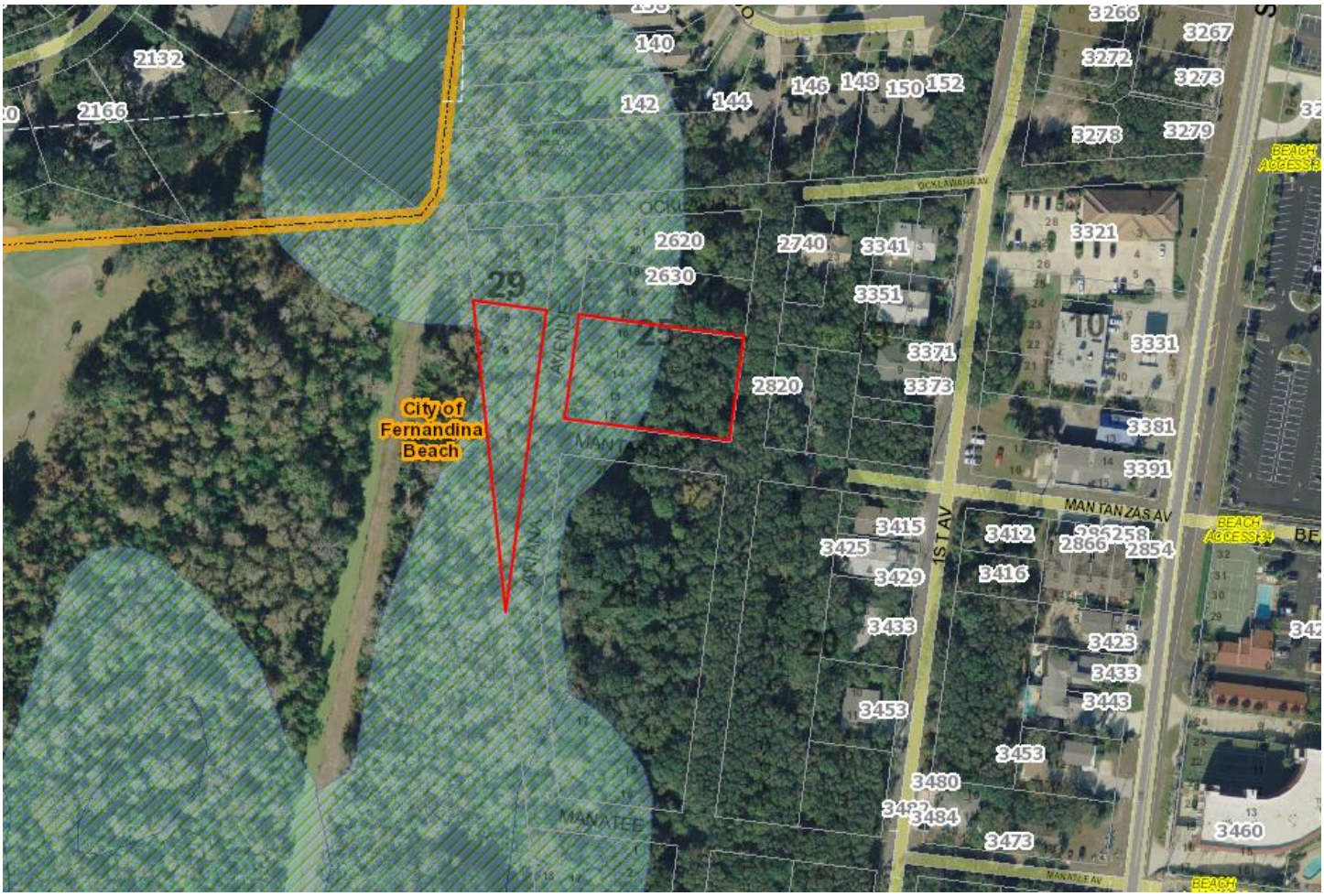
MANATEE
Soil ID: 25
MAUREPAS MUCK,
FREQUENTLY FLOODED

TOPOGRAPHY


City of Fernandina Beach
1ST AV
MANTANZAS AV
OCKLAWAHA AV
BEACH ACCESS 34

WETLANDS


City of Fernandina Beach
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1ST AV
OCKLAWAHA AV
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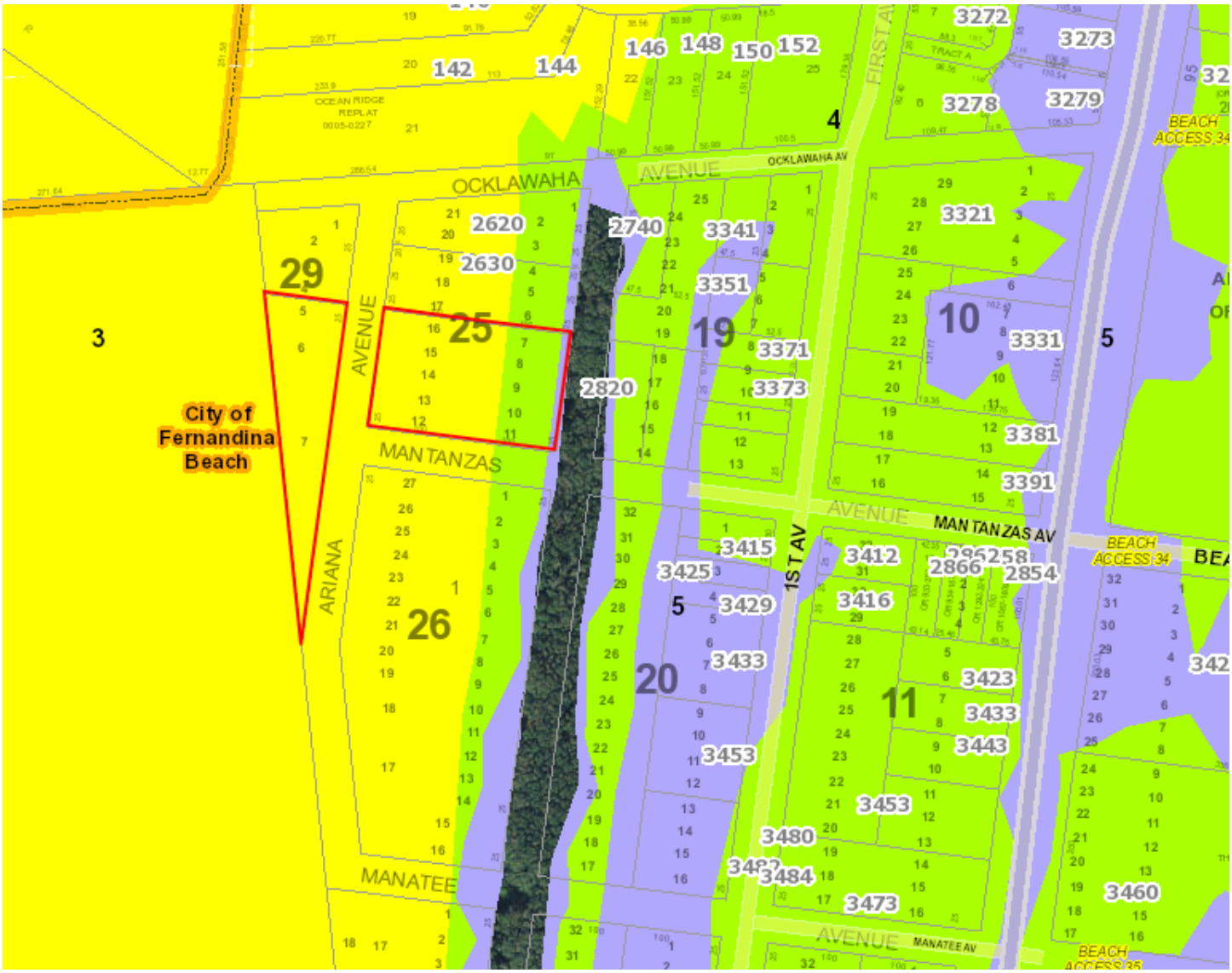
STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

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:

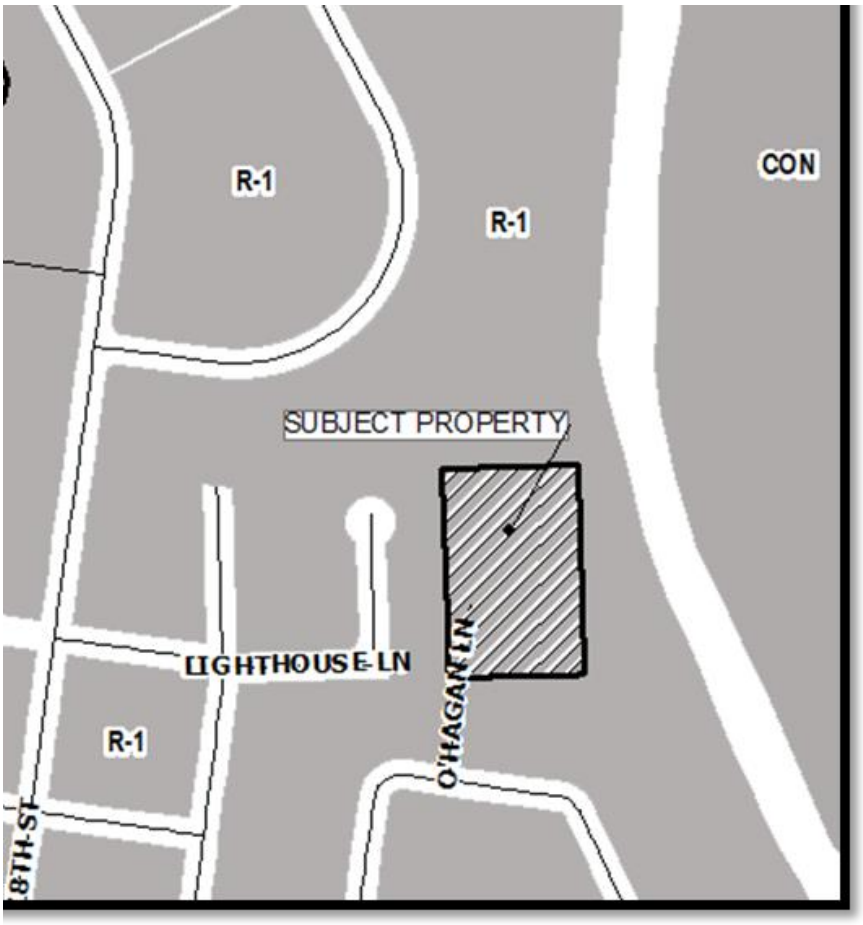
PARCEL ID # AND PROPERTY OWNER:	11-3N-29-0000-0005-0000 CITY OF EERNANDINA BEACH				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change (In accordance with action directed under Ord. 2019-05)				
LOCATION AND DESCRIPTION OF SITE:	Historic 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:	Flood zone	Potential Wetlands	Avg. Topography	Soil Type	Coastal Upland Protection Zone
	AE TO X500	NO	60-2	VARIES	NONE
ADJACENT PROPERTIES:	Direction	Existing Use(s)	Year Built	Zoning	FLUM
	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

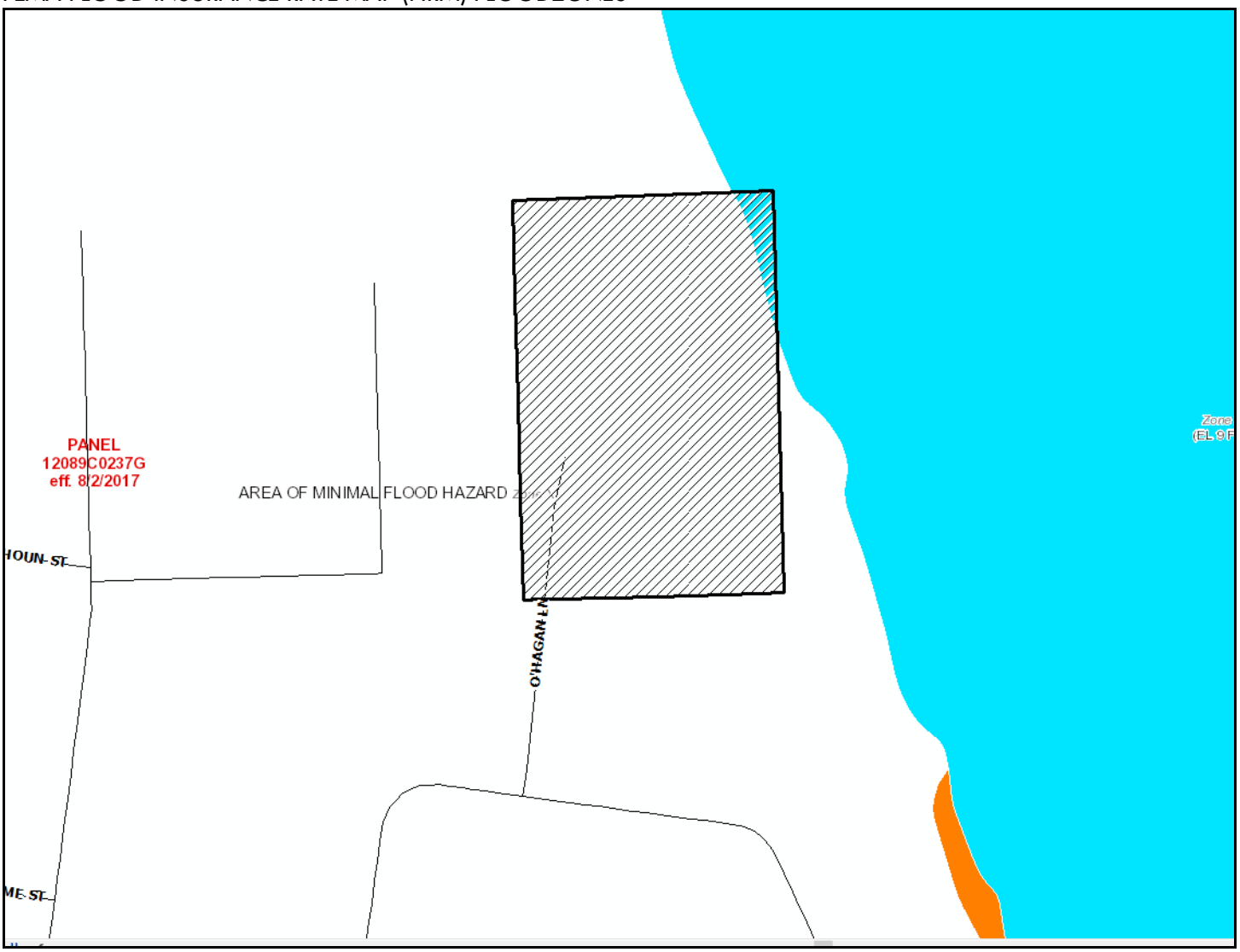
	Reference: www.fbfl.us/Compplan
APPLICABLE LAND DEVELOPMENT CODE SECTIONS:	2.00.03 (Establishment of district boundary); 2.01.19 (REC zoning district); 3.02.06 (Land Uses within Areas of Special Flood Hazard); 3.03.00 (Wetland Protection); 4.05.00 (Landscaping, Buffers, and Tree Protection); 11.01.07 (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.

Kelly N. Gibson, AICP
Director

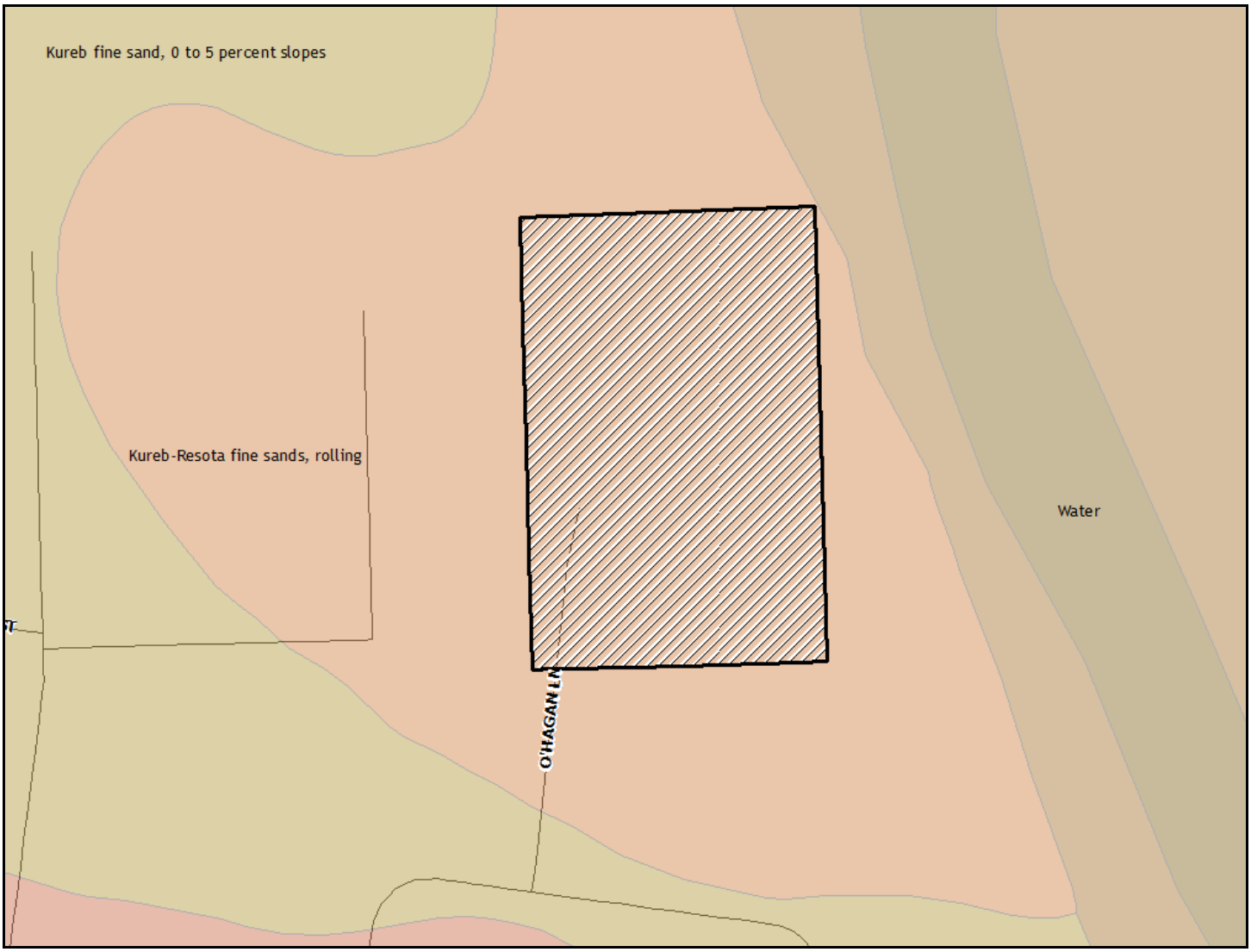
MAP OF PROPERTY BOUNDARIES AND EXISTING LAND USE MAP DESIGNATION (LOW DENSITY RESIDENTIAL -LDR) AND ZONING DISTRICT OF LOW DENSITY RESIDENTIAL (R-1)



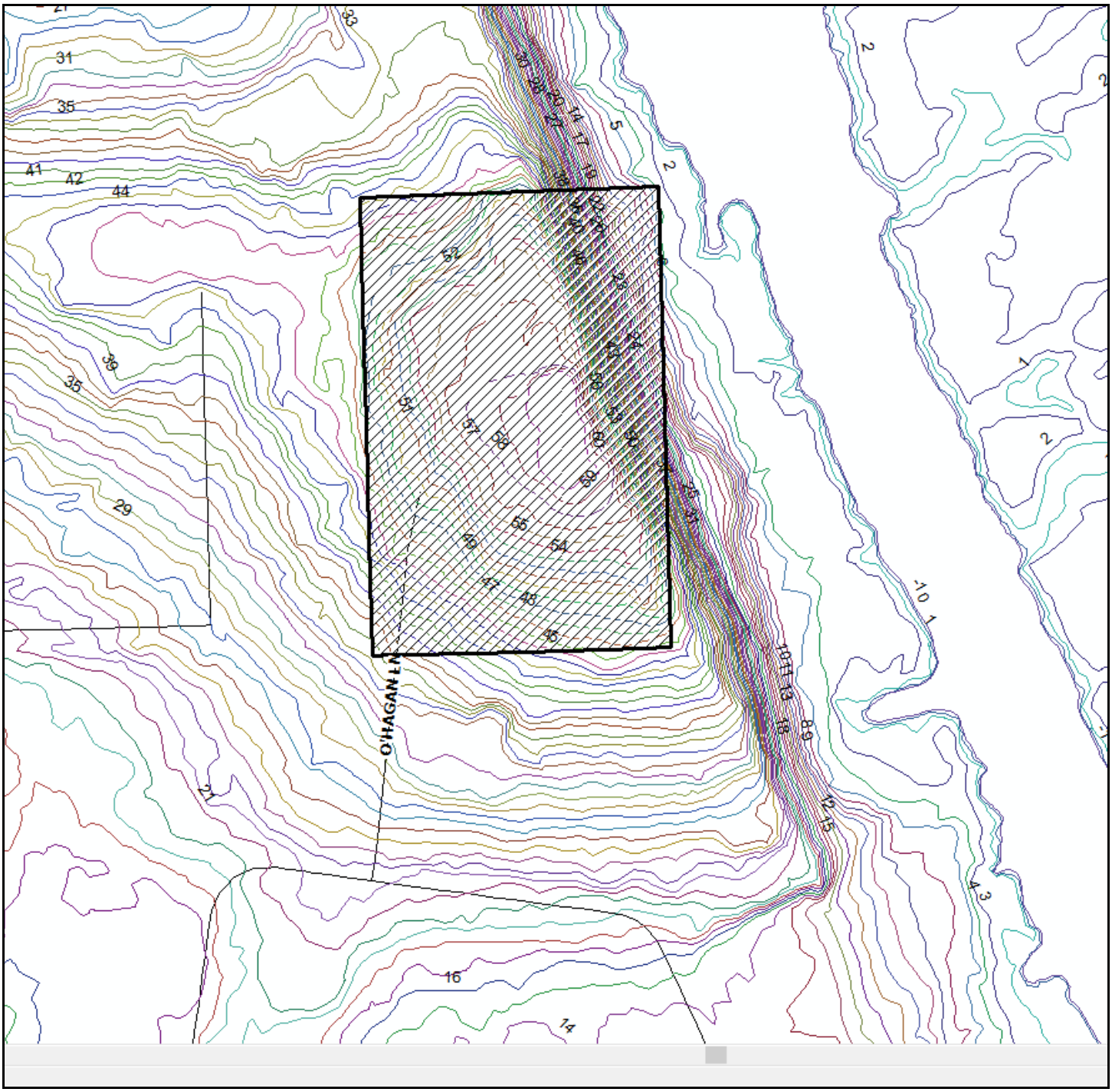
FEMA FLOOD INSURANCE RATE MAP (FIRM) FLOODZONES



SOILS MAP

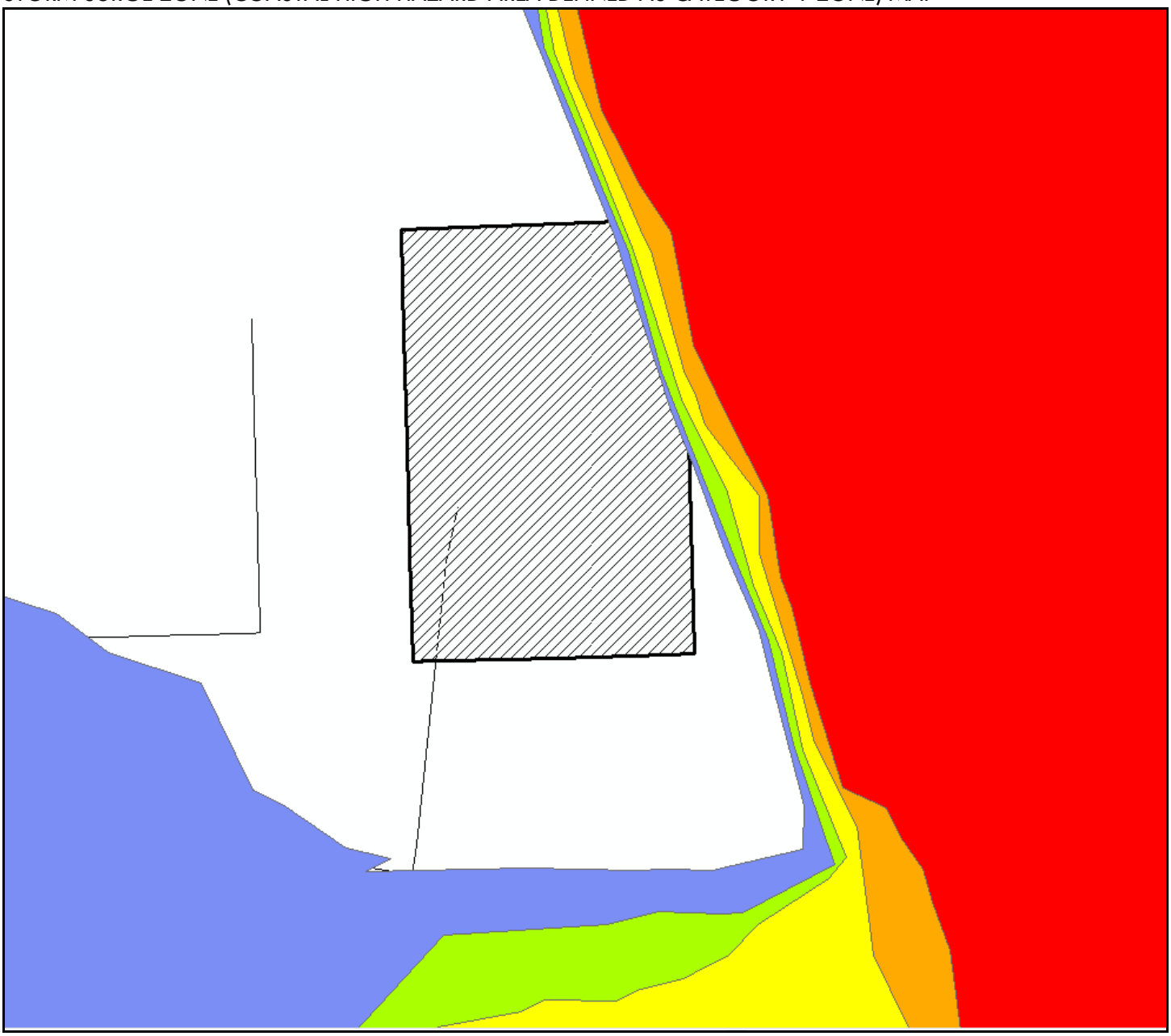

Kureb fine sand, 0 to 5 percent slopes
Kureb-Resota fine sands, rolling
Water
O'HAGAN LN

TOPOGRAPHY MAP



WETLANDS MAP

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 9th & Jasmine				
CURRENT LAND USE + ZONING:	8th ST Mixed Use + MU-8				
PROPOSED LAND USE + ZONING:	Conservation + CON				
EXISTING USES ON SITE:	Vacant				
PROPERTY SIZE:	0.22 Acres				
ENVIRONMENTAL CHARACTERISTICS:	Flood zone	Potential Wetlands	Avg. Topography	Soil Type	Coastal Upland Protection Zone
	X : Not SFHA	No	16'	Echaw Fine Sand	No
ADJACENT PROPERTIES:	Direction	Existing Use(s)	Year Built	Zoning	FLUM
	North	SFH	1935	MU-8	8th St. MU
	South	SFH	1945	MU-8	8th St. MU
	East	Vacant	-	MU-8	8th St. MU
	West	Repair Shop	1975	MU-8	8th 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.

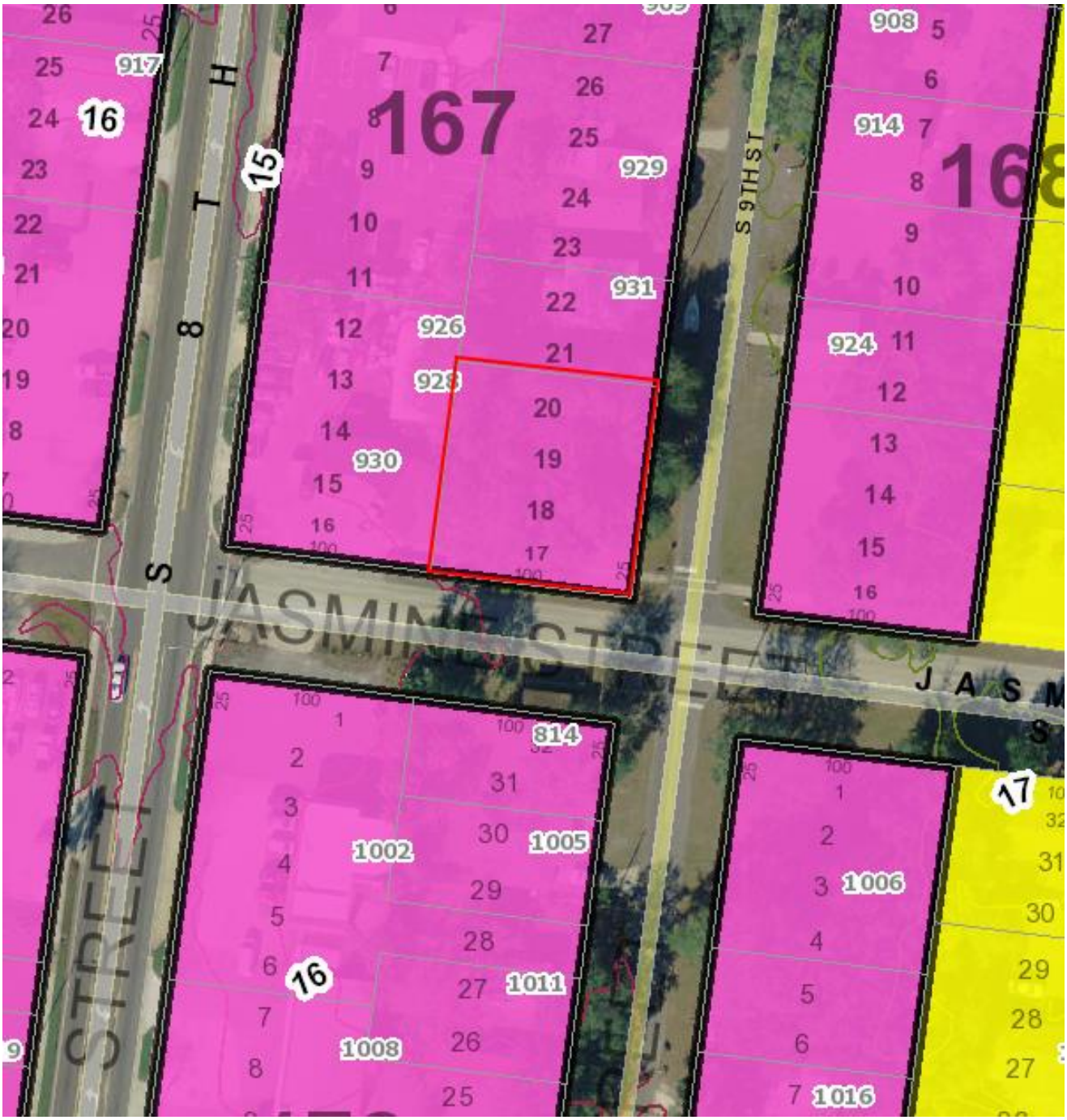
Submitted by:

Kelly N. Gibson, AICP
Director

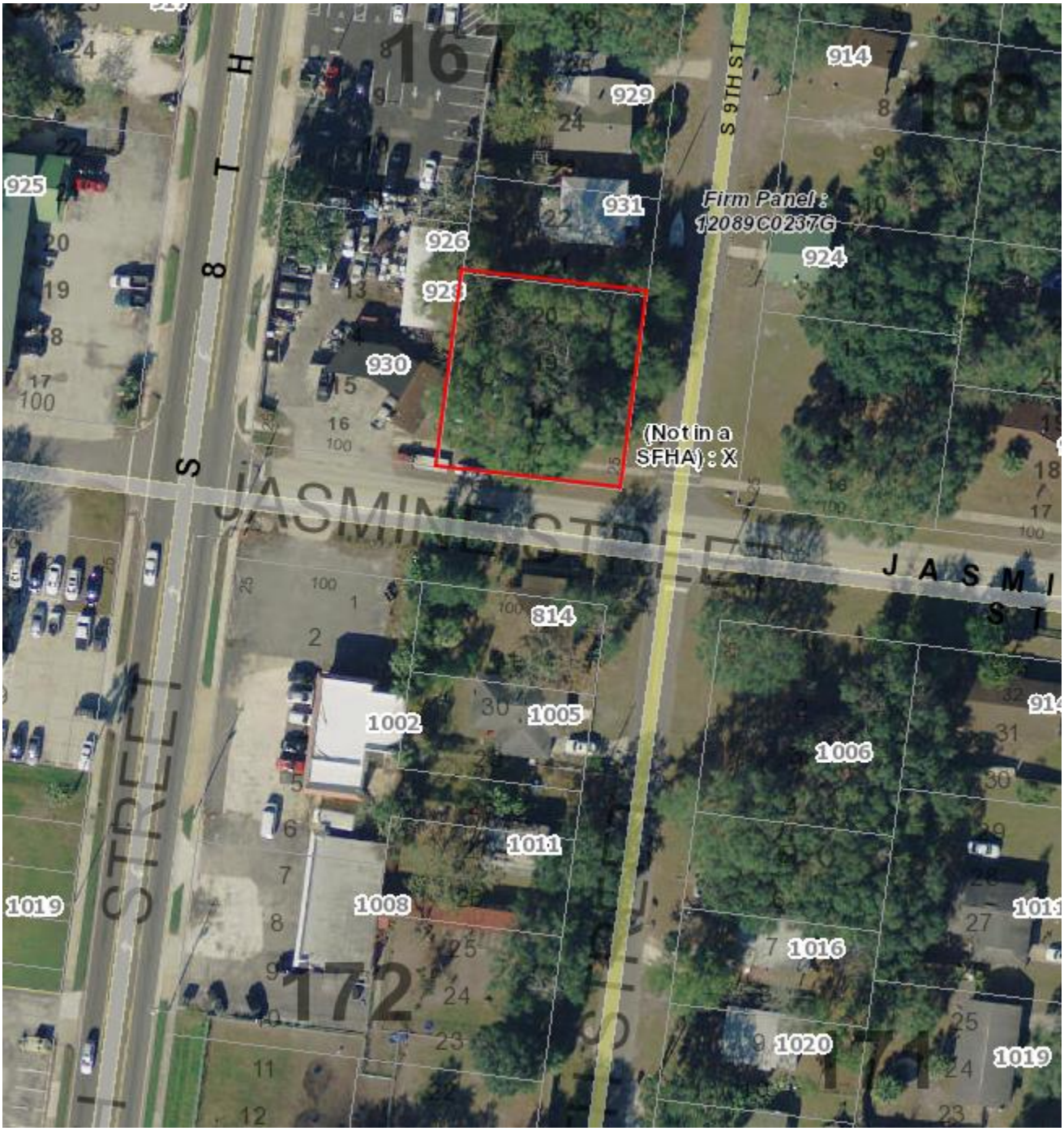
PROPERTY BOUNDARY

STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

CURRENT LAND USE AND ZONING



FLOODZONE – Not a SFHA



SOILS

167
168
172
171
JASMINE STREET
JASMINE ST
S 8TH
S 9TH ST
Soil ID: 4
ECHAW
FINE SAND
909
908
917
914
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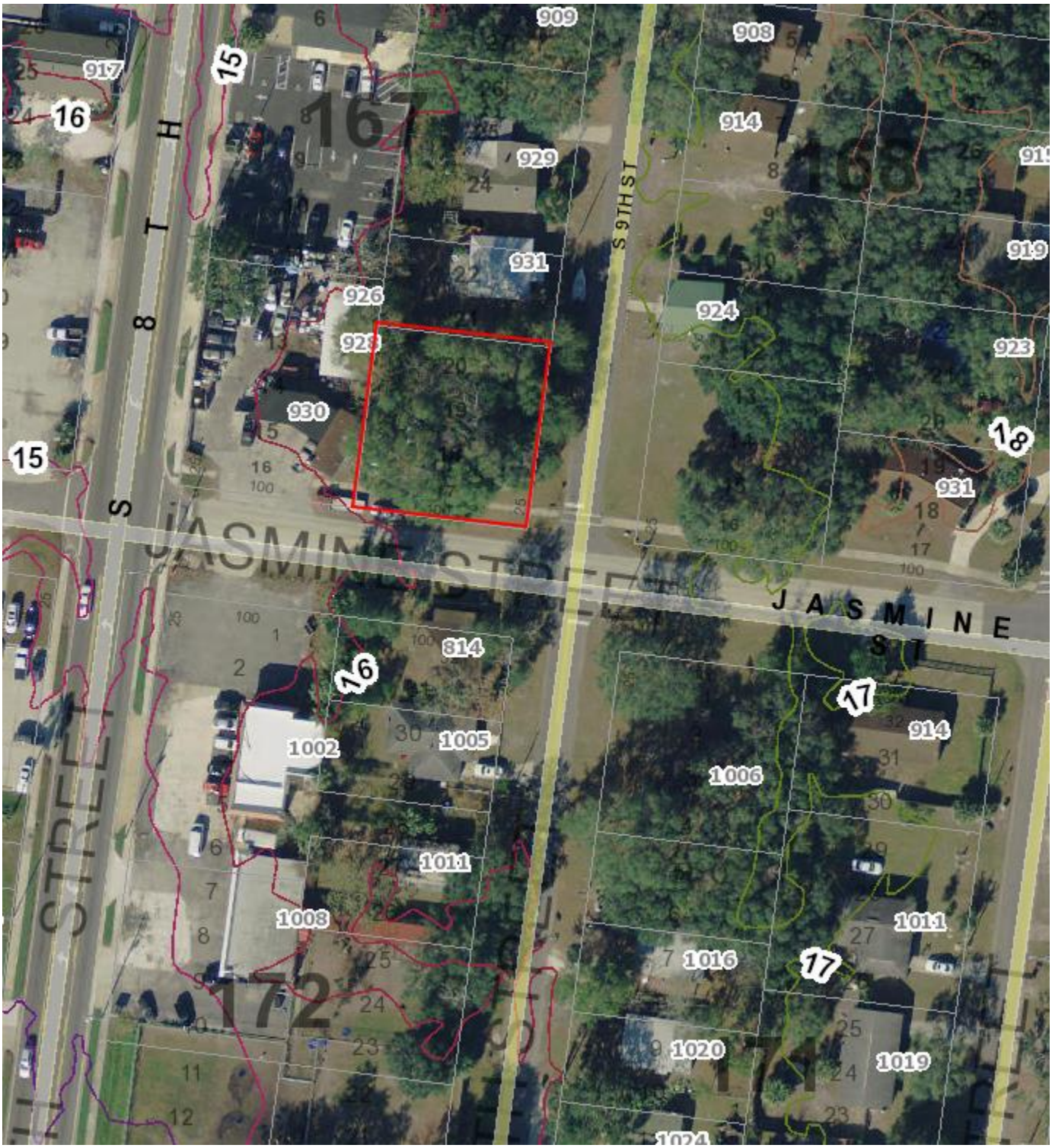
1019

TOPOGRAPHY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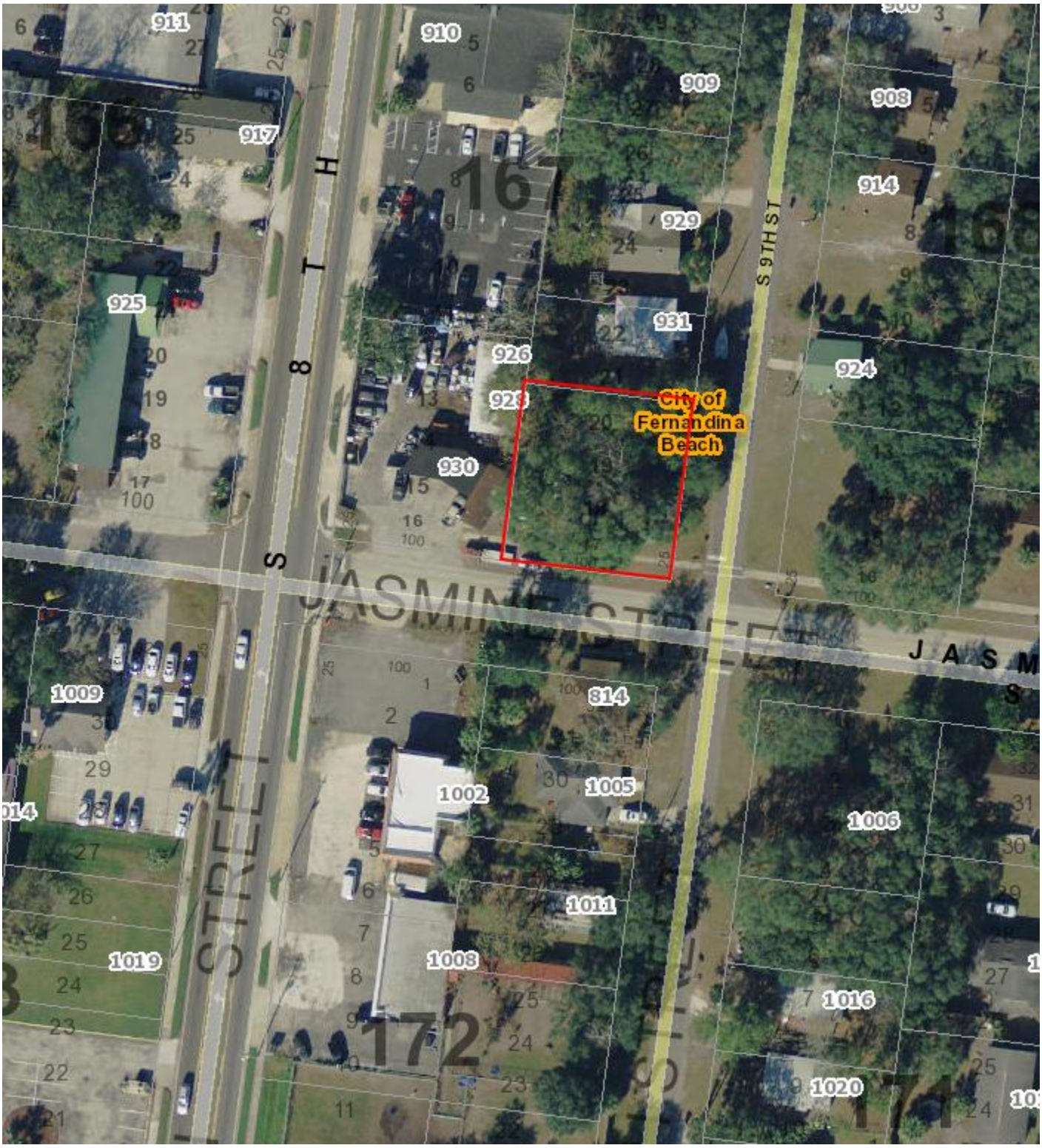
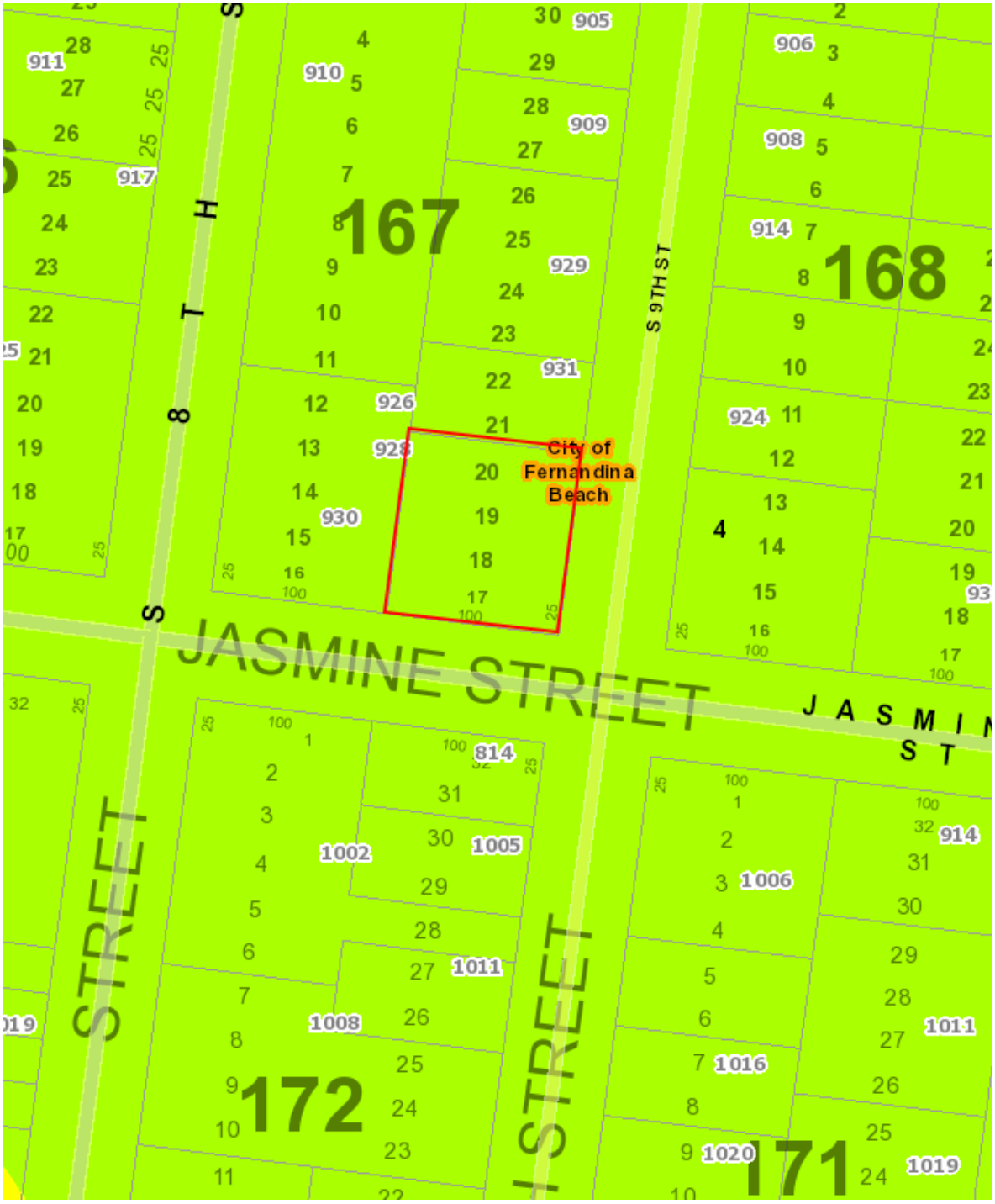
1024
S 8TH ST
S 9TH ST
JASMINE ST
JASMINE ST

WETLANDS – Not applicable.



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

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APPLICATION & SURROUNDING AREA INFORMATION:

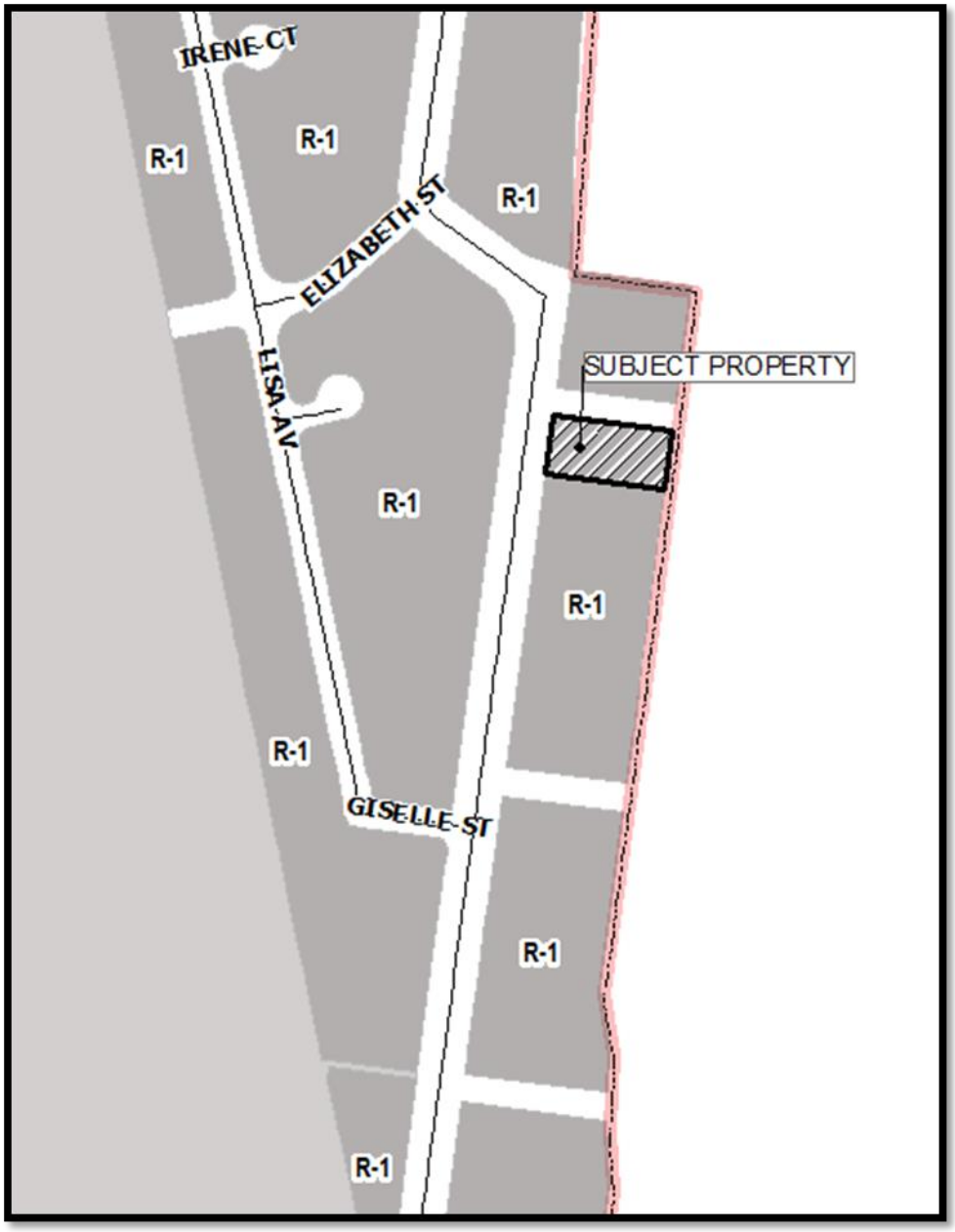
PARCEL ID # AND PROPERTY OWNER:	00-00-31-1400-0003-0060 CITY OF FERNANDINA BEACH				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change (In accordance with action directed under Ord. 2019-05)				
LOCATION AND DESCRIPTION OF SITE:	**Vacant/ 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:	Flood zone	Potential Wetlands	Avg. Topography	Soil Type	Coastal Upland Protection Zone
	AE/VE	YES	-1 to 16	Sand, Beach, Ocean	Yes
ADJACENT PROPERTIES:	Direction	Existing Use(s)	Year Built	Zoning	FLUM
	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.

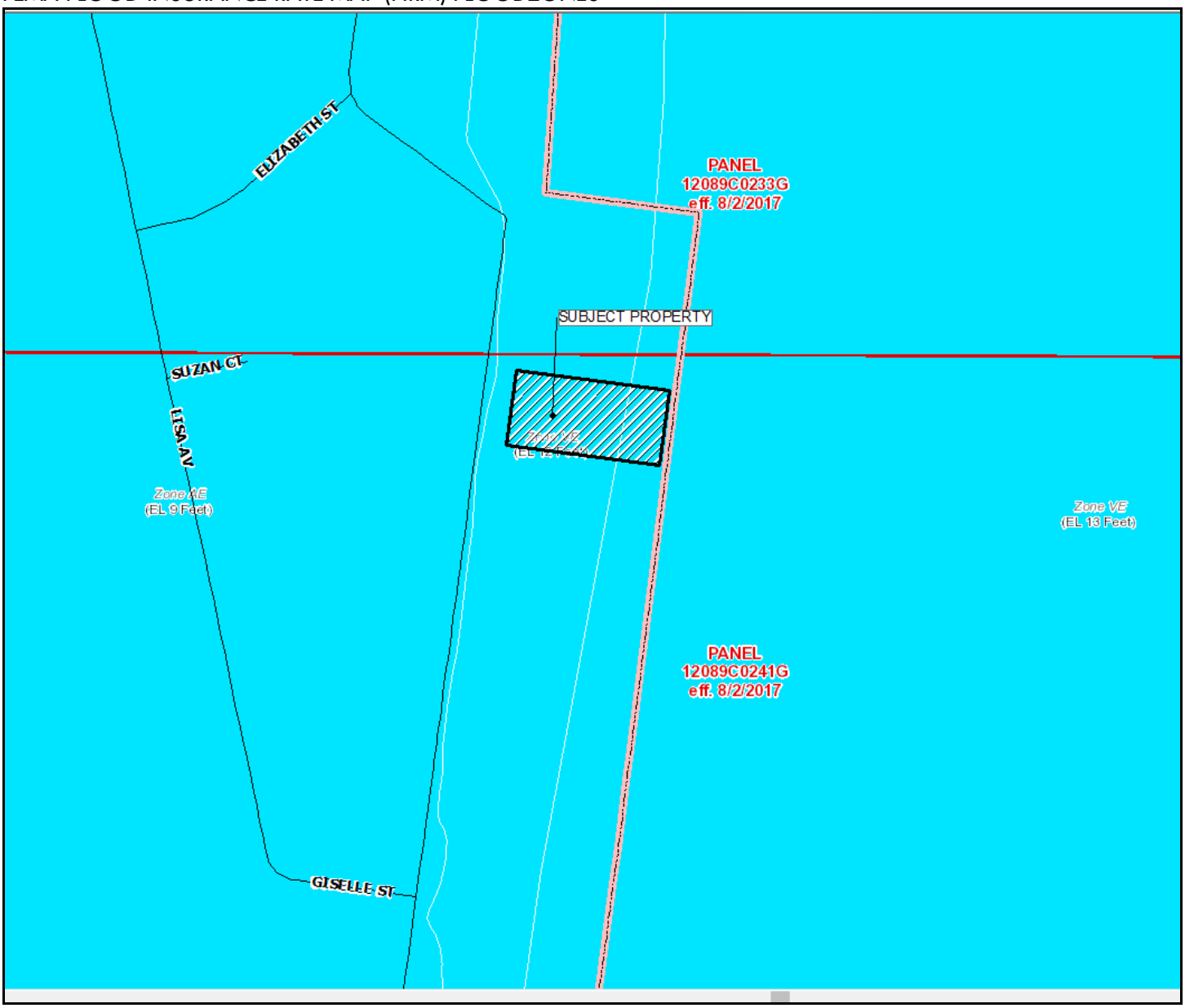
Kelly N. Gibson, AICP
Director

MAP OF PROPERTY BOUNDARIES AND EXISTING LAND USE MAP DESIGNATION (LOW DENSITY RESIDENTIAL -LDR) AND ZONING DISTRICT OF LOW DENSITY RESIDENTIAL (R-1)

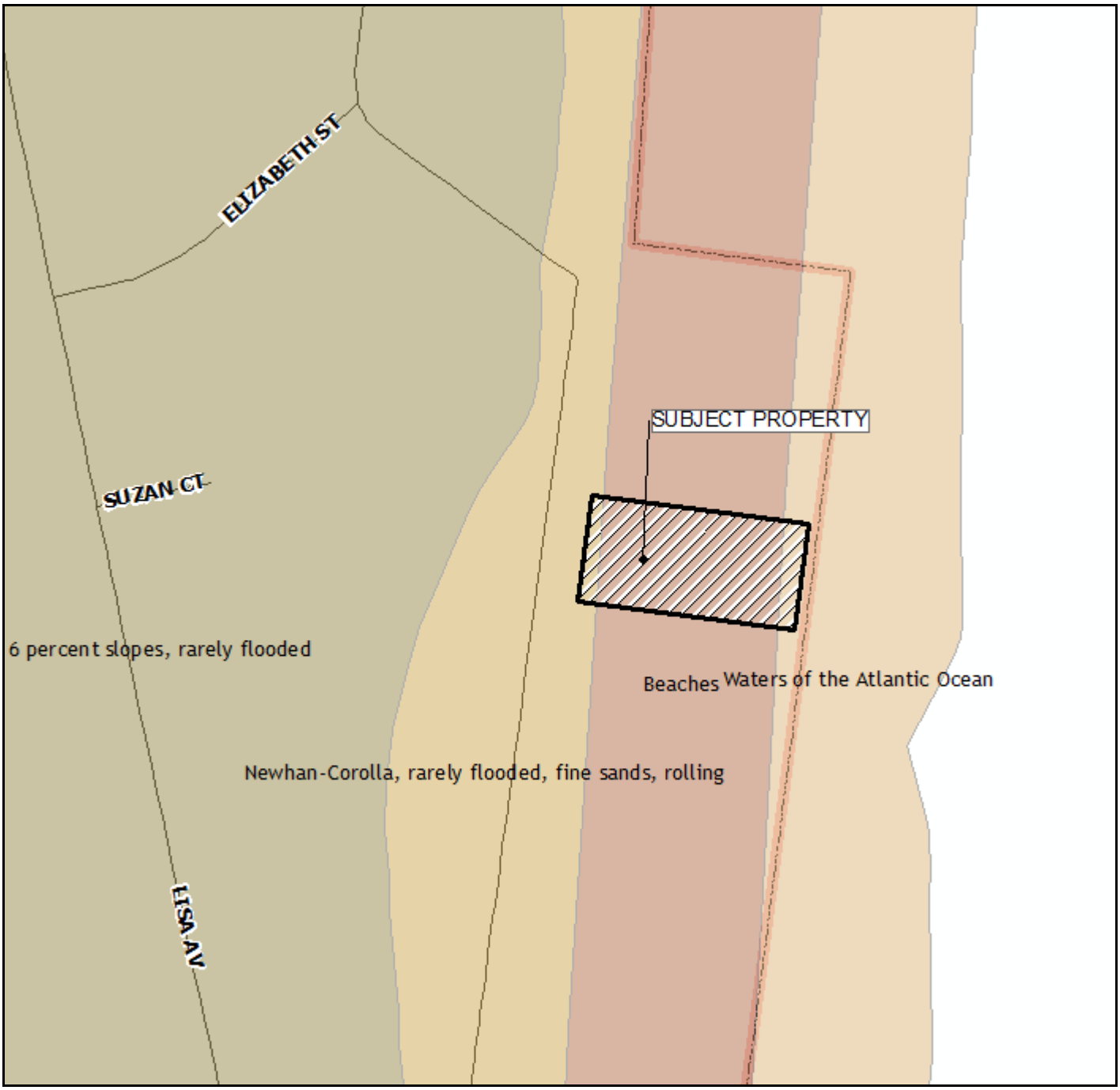


STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

FEMA FLOOD INSURANCE RATE MAP (FIRM) FLOODZONES

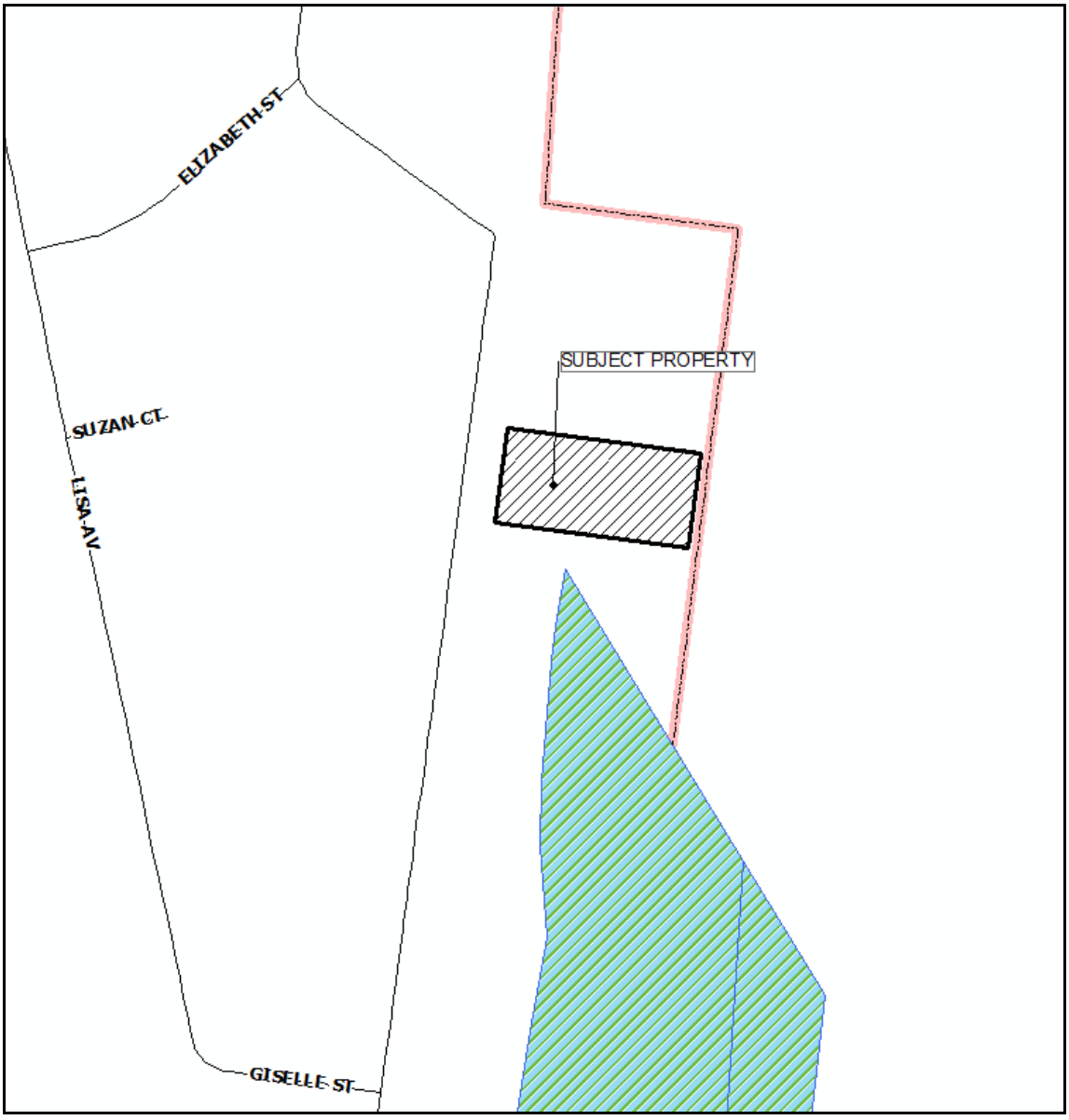


SOILS MAP


ELIZABETH ST
SUBJECT PROPERTY
SUZAN CT
6 percent slopes, rarely flooded
Beaches
Waters of the Atlantic Ocean
Newhan-Corolla, rarely flooded, fine sands, rolling
LISA AV

TOPOGRAPHY MAP

WETLANDS MAP



STORM SURGE ZONE (COASTAL HIGH HAZARD AREA DEFINED AS CATEGORY 1 ZONE) MAP

ELIZABETH ST
SUZAN CT
LISA AV
SUBJECT PROPERTY
1
2
3
4

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:

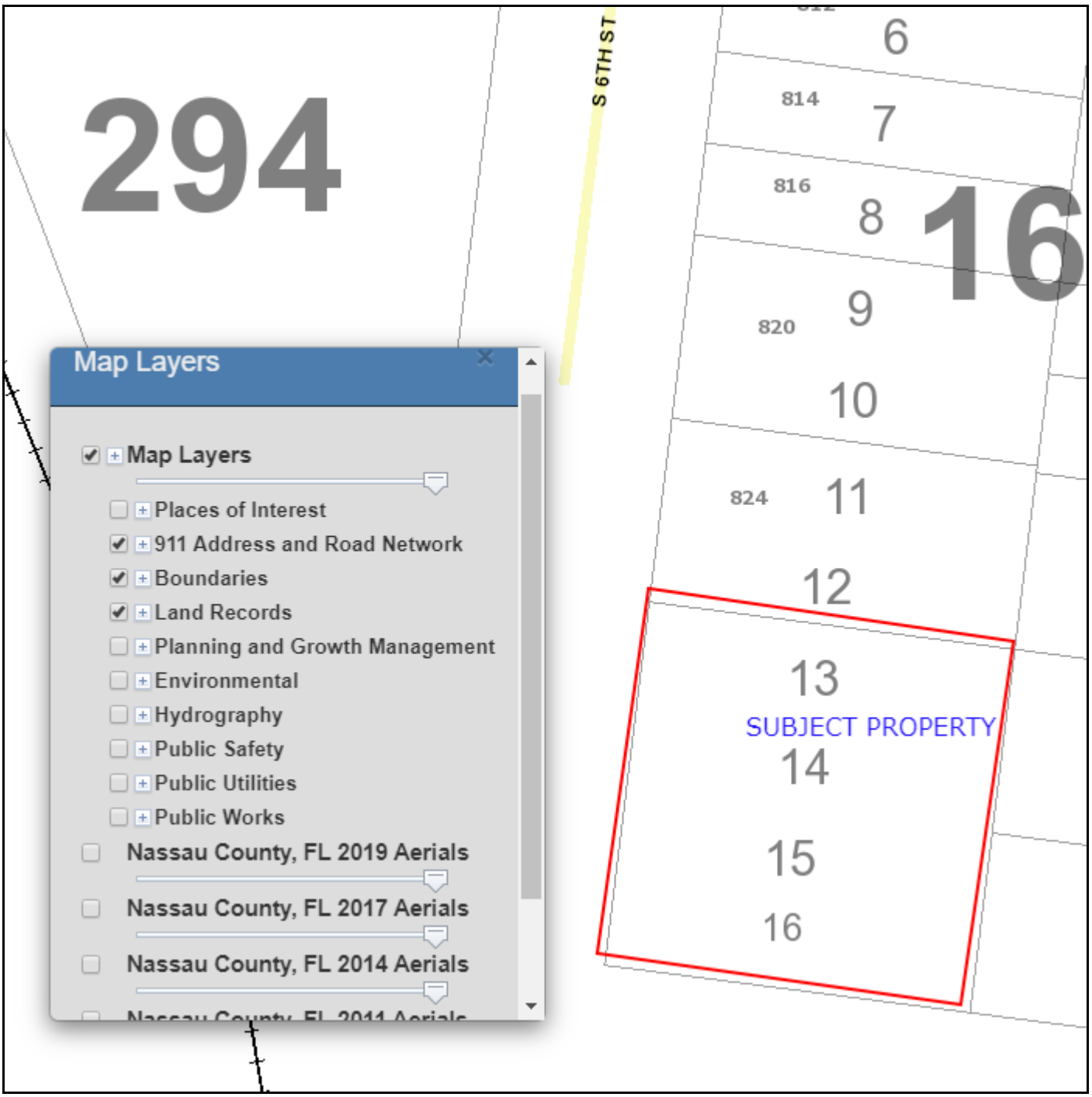
PARCEL ID # AND PROPERTY OWNER:	00-00-31-1800-0161-0130 CITY OF FERNANDINA BEACH				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change (In accordance with action directed under Ord. 2019-05)				
LOCATION AND DESCRIPTION OF SITE:	**S 6th 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:	Flood zone	Potential Wetlands	Avg. Topography	Soil Type	Coastal Upland Protection Zone
	X (not SFHA)	NO	9' to 11'	Fine Sand	NO
ADJACENT PROPERTIES:	Direction	Existing Use(s)	Year Built	Zoning	FLUM
	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				

	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.

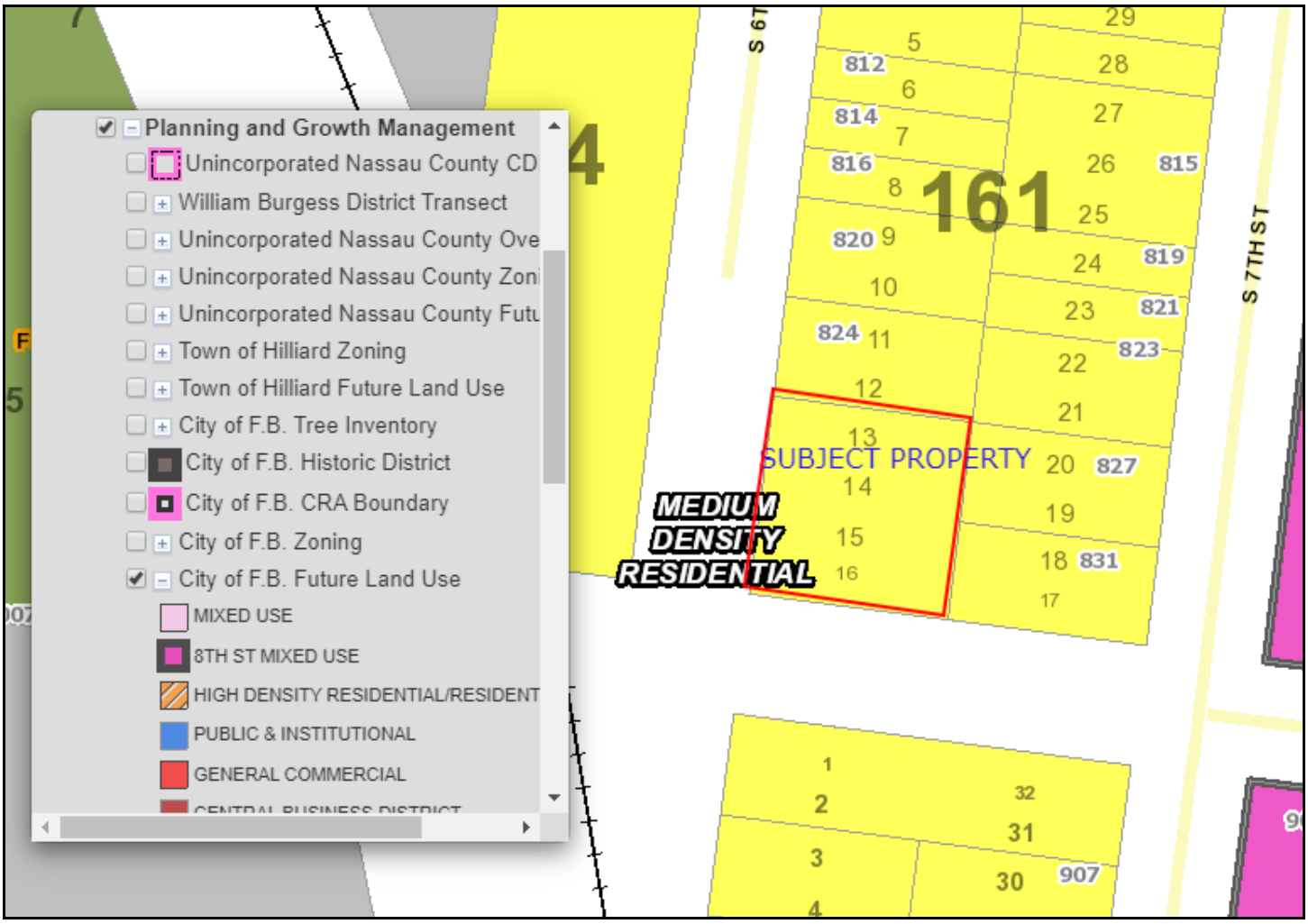
Submitted by:

Kelly N. Gibson, AICP
Director

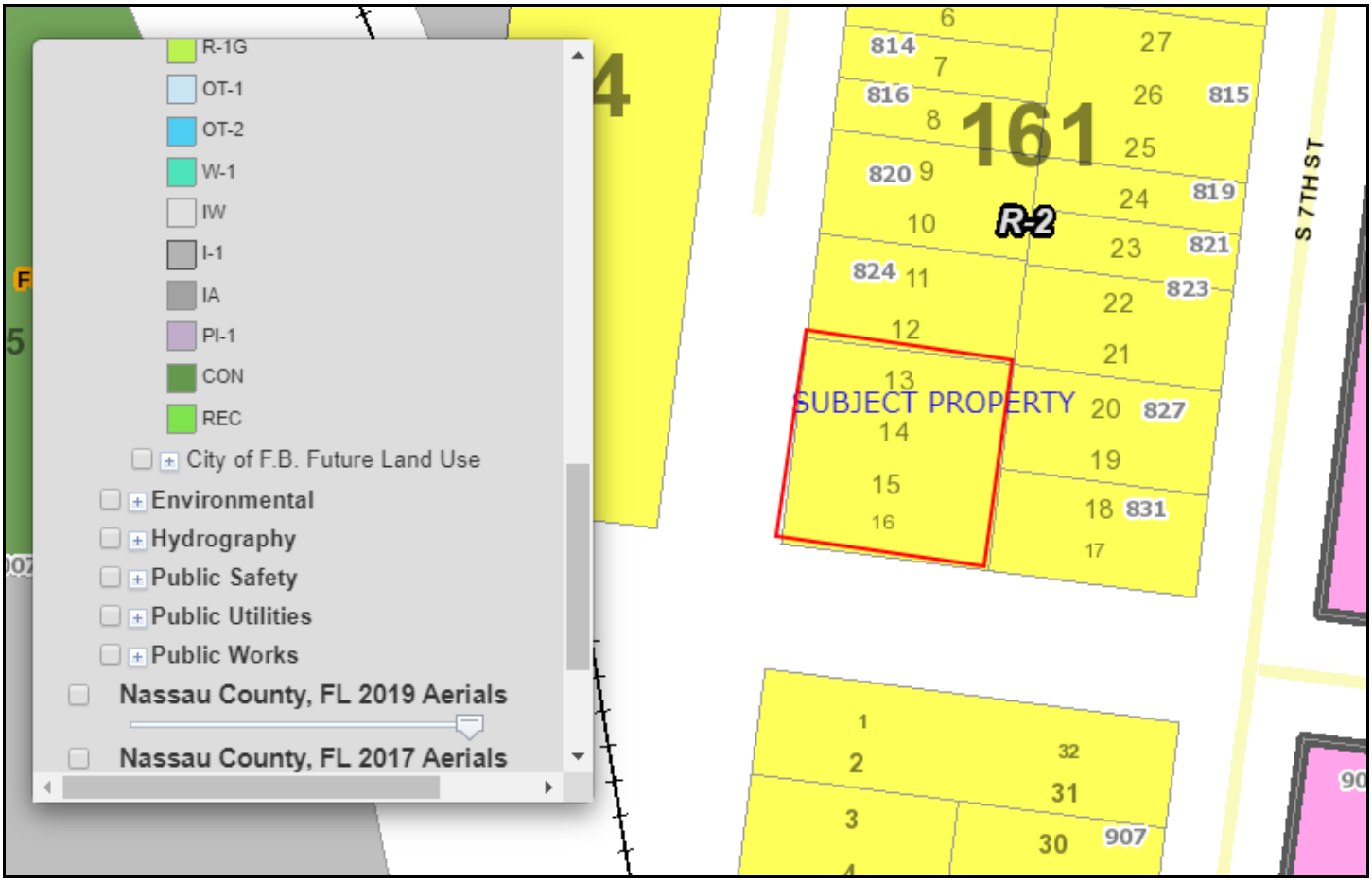
PROPERTY BOUNDARY



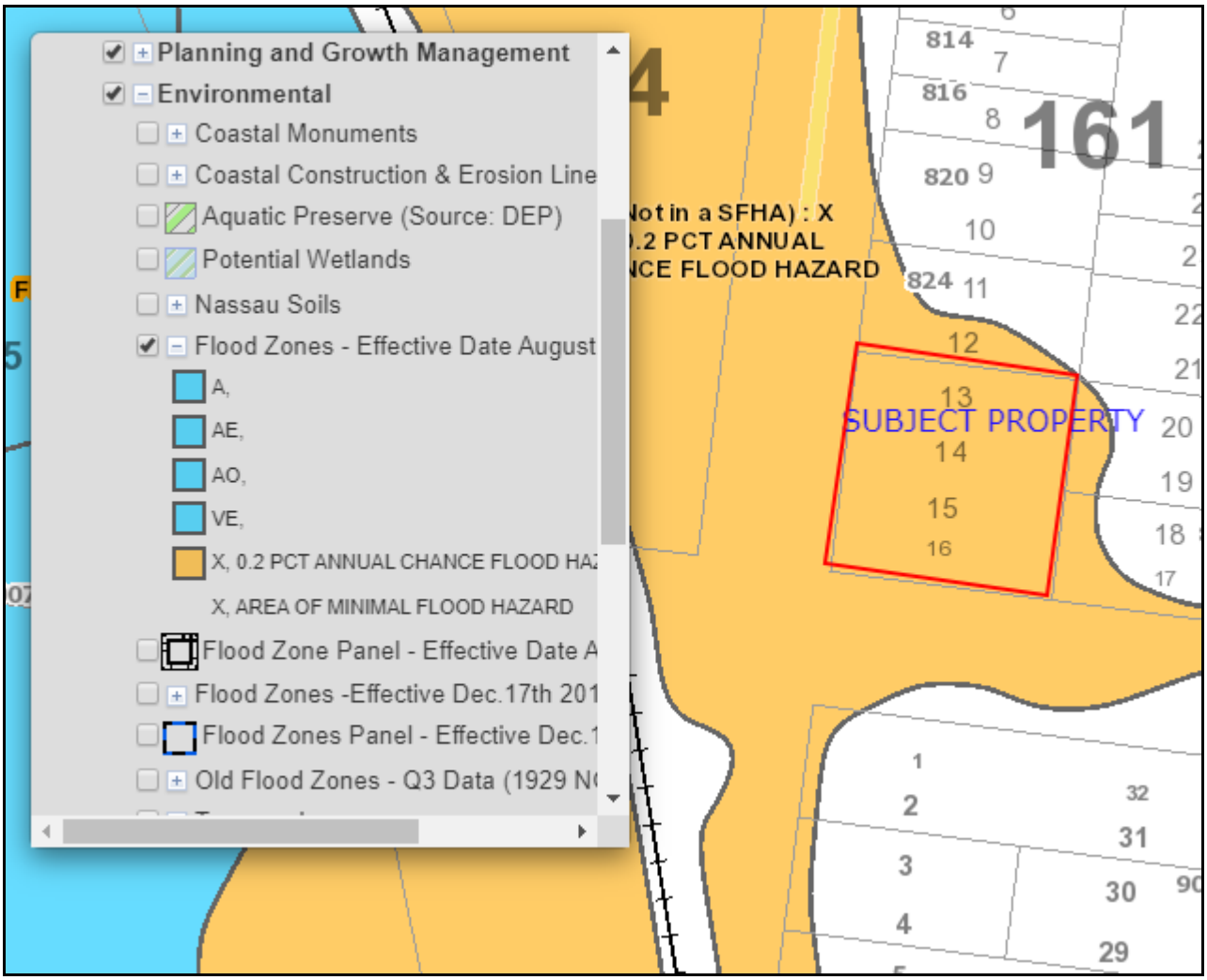
CURRENT LAND USE



ZONING


R-1G
OT-1
OT-2
W-1
IW
I-1
IA
PI-1
CON
REC
City of F.B. Future Land Use
Environmental
Hydrography
Public Safety
Public Utilities
Public Works
Nassau County, FL 2019 Aerials
Nassau County, FL 2017 Aerials
161
R-2
SUBJECT PROPERTY
S 7TH ST
814
816
820
824
815
819
821
823
827
831
907

FLOODZONE


Planning and Growth Management
Environmental
Coastal Monuments
Coastal Construction & Erosion Line
Aquatic Preserve (Source: DEP)
Potential Wetlands
Nassau Soils
Flood Zones - Effective Date August
A,
AE,
AO,
VE,
X, 0.2 PCT ANNUAL CHANCE FLOOD HA
X, AREA OF MINIMAL FLOOD HAZARD
Flood Zone Panel - Effective Date A
Flood Zones -Effective Dec.17th 201
Flood Zones Panel - Effective Dec.1
Old Flood Zones - Q3 Data (1929 N
Not in a SFHA) : X
.2 PCT ANNUAL
NCE FLOOD HAZARD
SUBJECT PROPERTY
814
816
820
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20
19
18
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1
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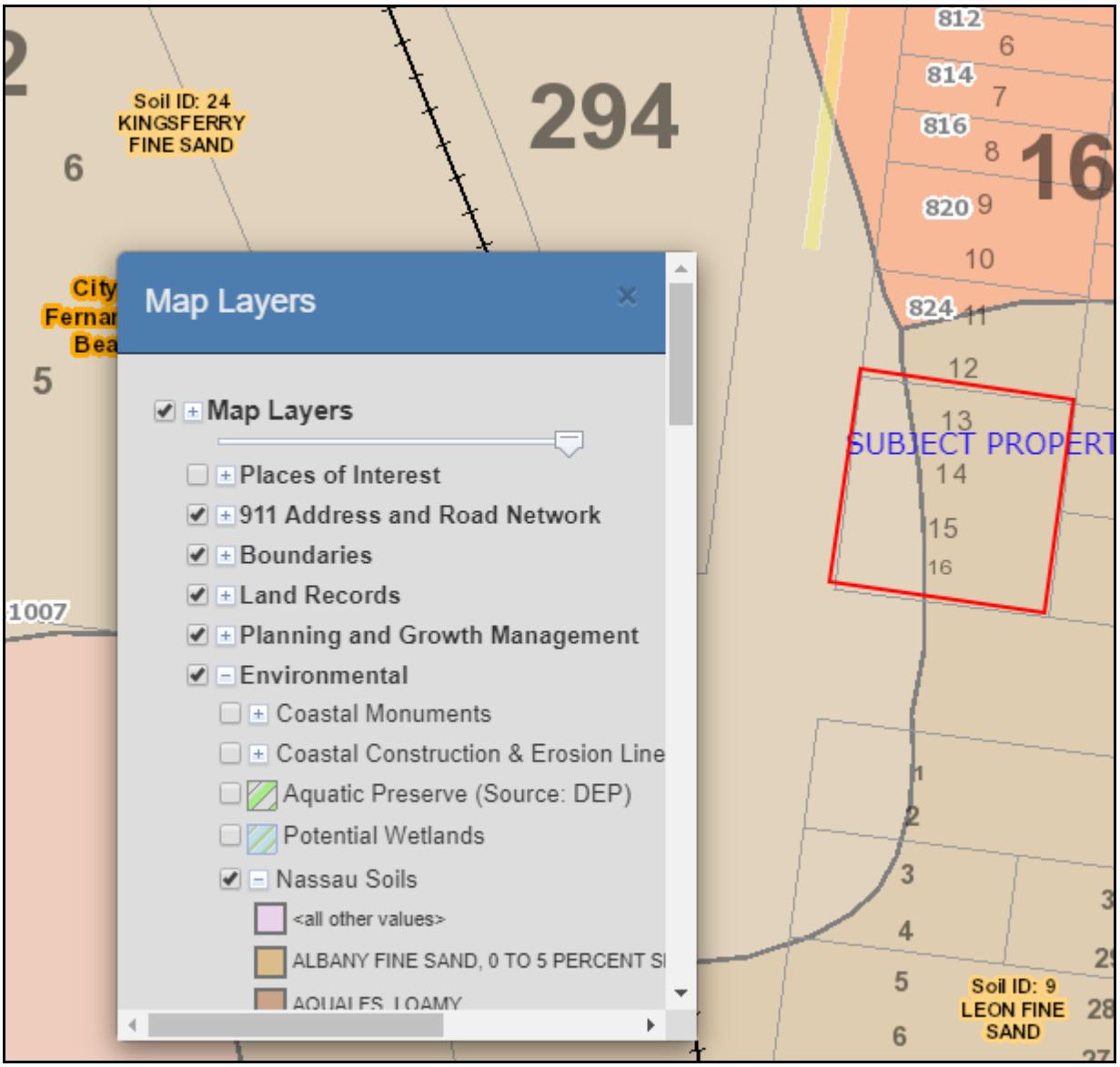
3
4
32
31
30
29

SOILS


Soil ID: 24
KINGSFERRY
FINE SAND
294
16
812
814
816
820
824
SUBJECT PROPERT
1007
Soil ID: 9
LEON FINE
SAND
Map Layers
Map Layers
Places of Interest
911 Address and Road Network
Boundaries
Land Records
Planning and Growth Management
Environmental
Coastal Monuments
Coastal Construction & Erosion Line
Aquatic Preserve (Source: DEP)
Potential Wetlands
Nassau Soils
<all other values>
ALBANY FINE SAND, 0 TO 5 PERCENT SI
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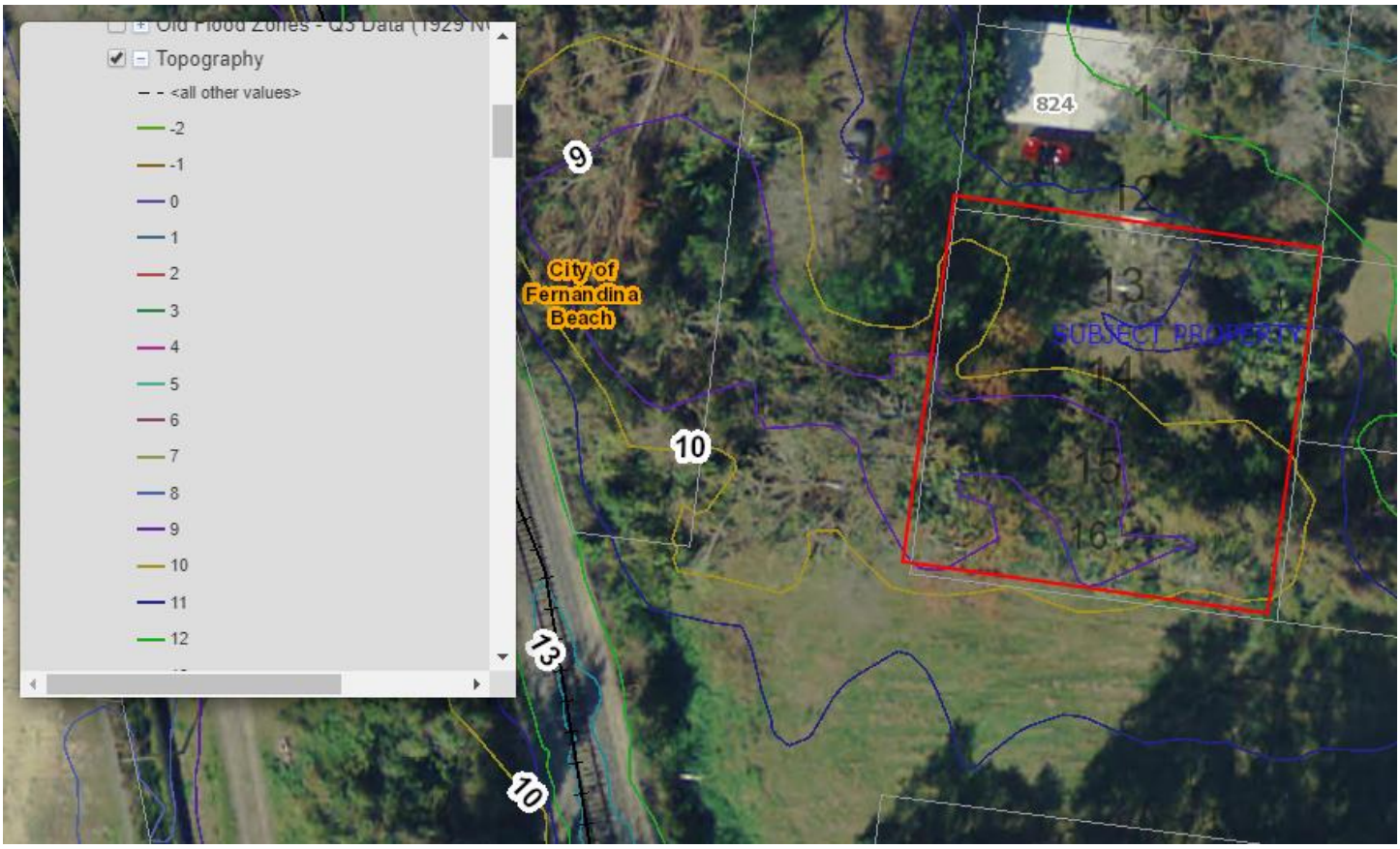
TOPOGRAPHY


Topography
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City of Fernandina Beach
SUBJECT PROPERTY
824
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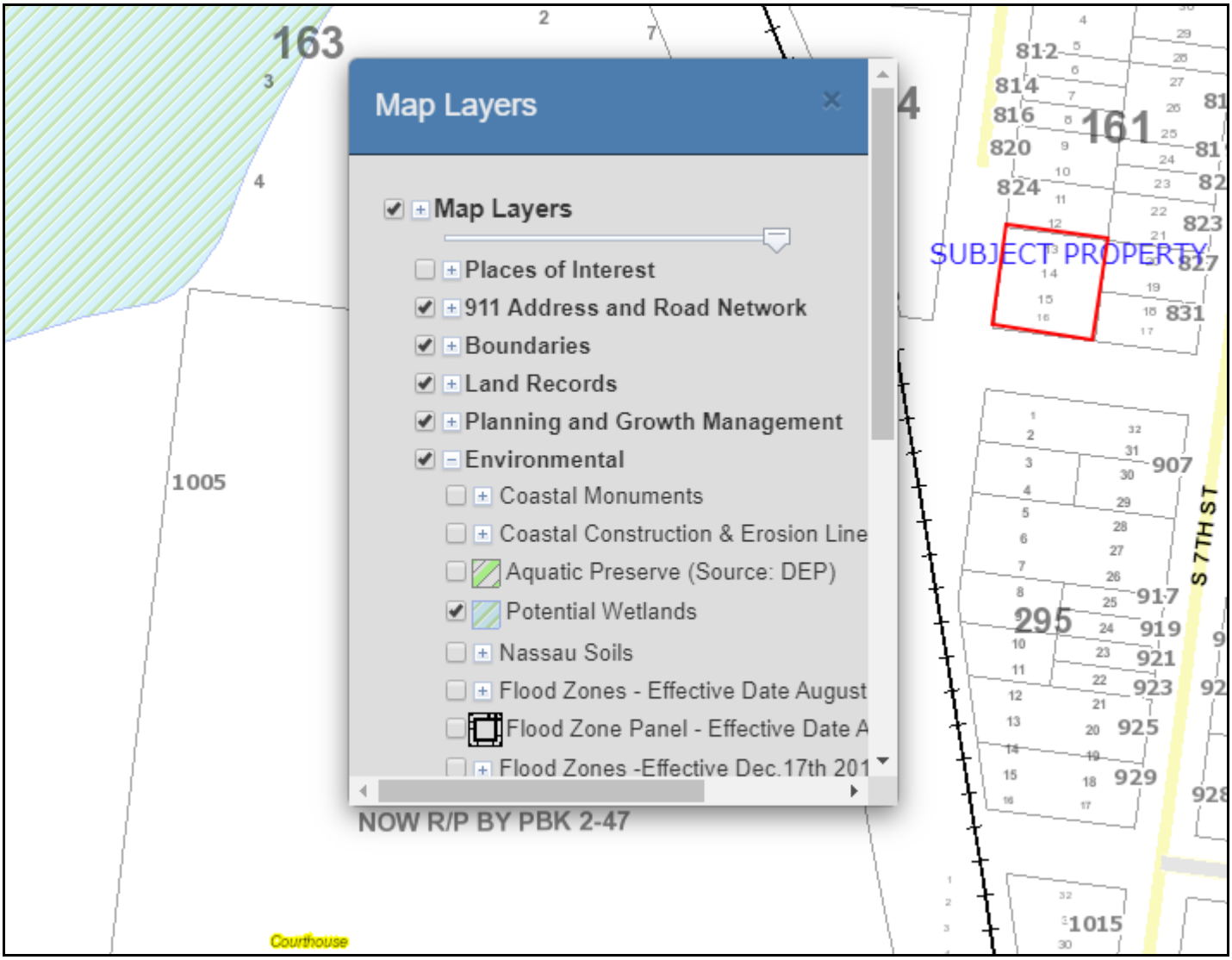
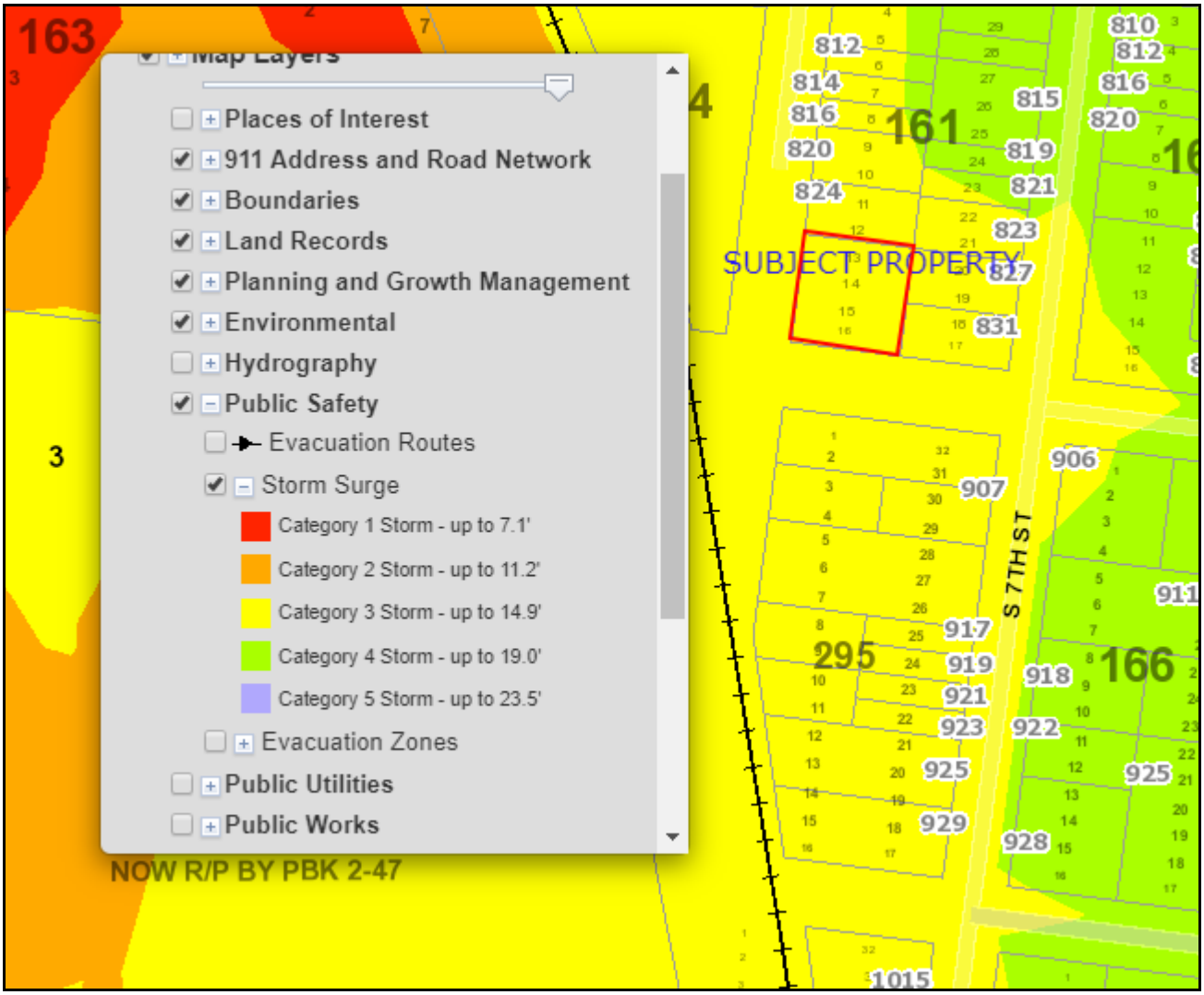
16

WETLANDS


Map Layers
Map Layers
Places of Interest
911 Address and Road Network
Boundaries
Land Records
Planning and Growth Management
Environmental
Coastal Monuments
Coastal Construction & Erosion Line
Aquatic Preserve (Source: DEP)
Potential Wetlands
Nassau Soils
Flood Zones - Effective Date August
Flood Zone Panel - Effective Date A
Flood Zones -Effective Dec.17th 201
SUBJECT PROPERTY
NOW R/P BY PBK 2-47
S 7TH ST
Courthouse
163
161
295
1005
907
917
919
921
923
925
929
1015
812
814
816
820
824
823
827
831

STORM SURGE ZONE (COASTAL HIGH HAZARD AREA DEFINED AS CATEGORY 1 ZONE)

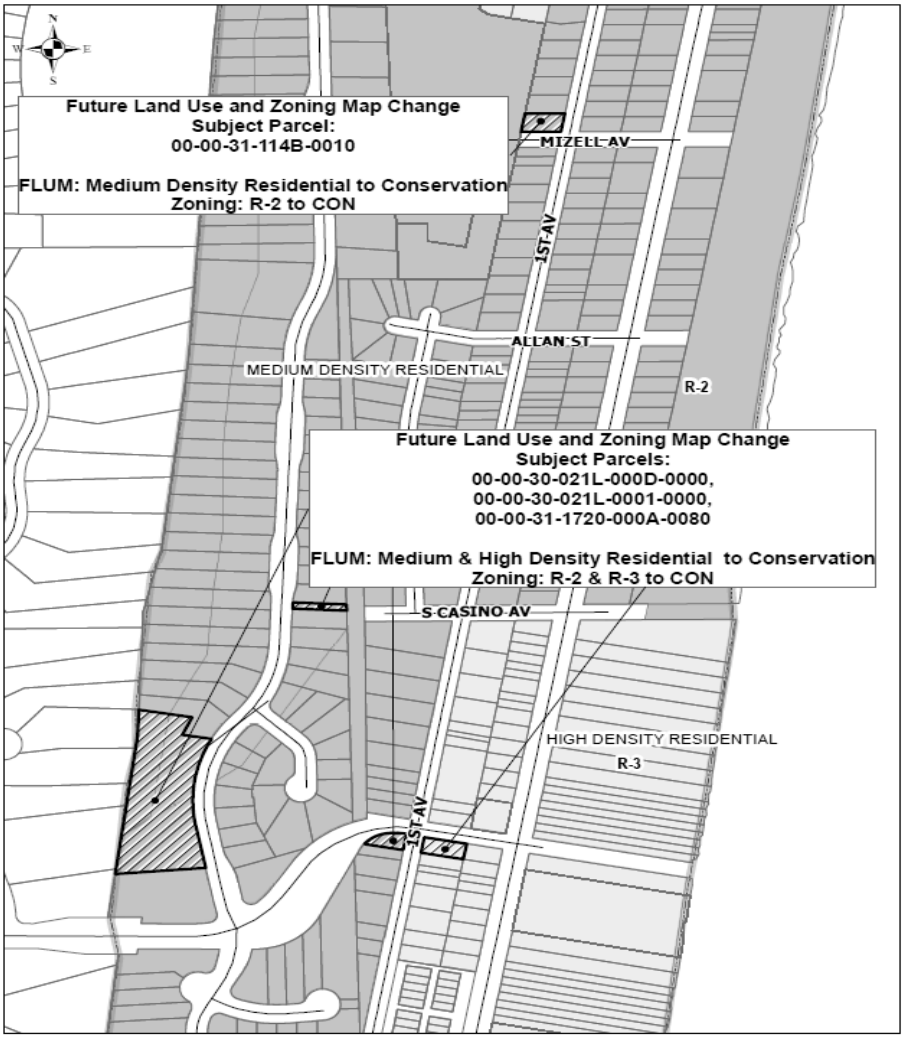


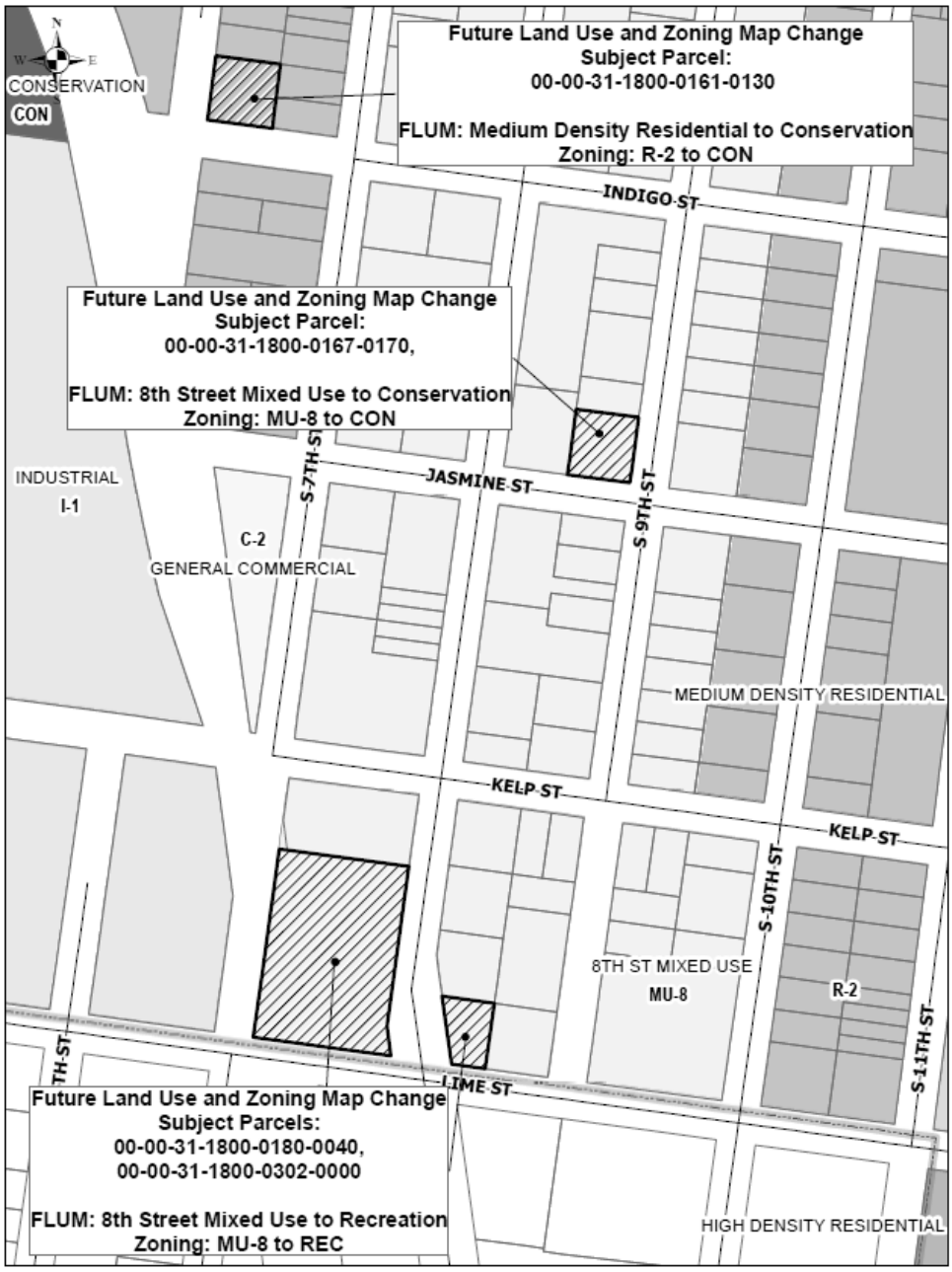
NOTICE OF PUBLIC HEARING
CITY COMMISSION
CITY OF FERNANDINA BEACH

NOTICE IS HEREBY GIVEN that a Public Hearing is scheduled for **Tuesday, September 1, 2020, at 6:00 PM** in the City Commission Chambers, 204 Ash Street Fernandina Beach, Florida to consider the following application:

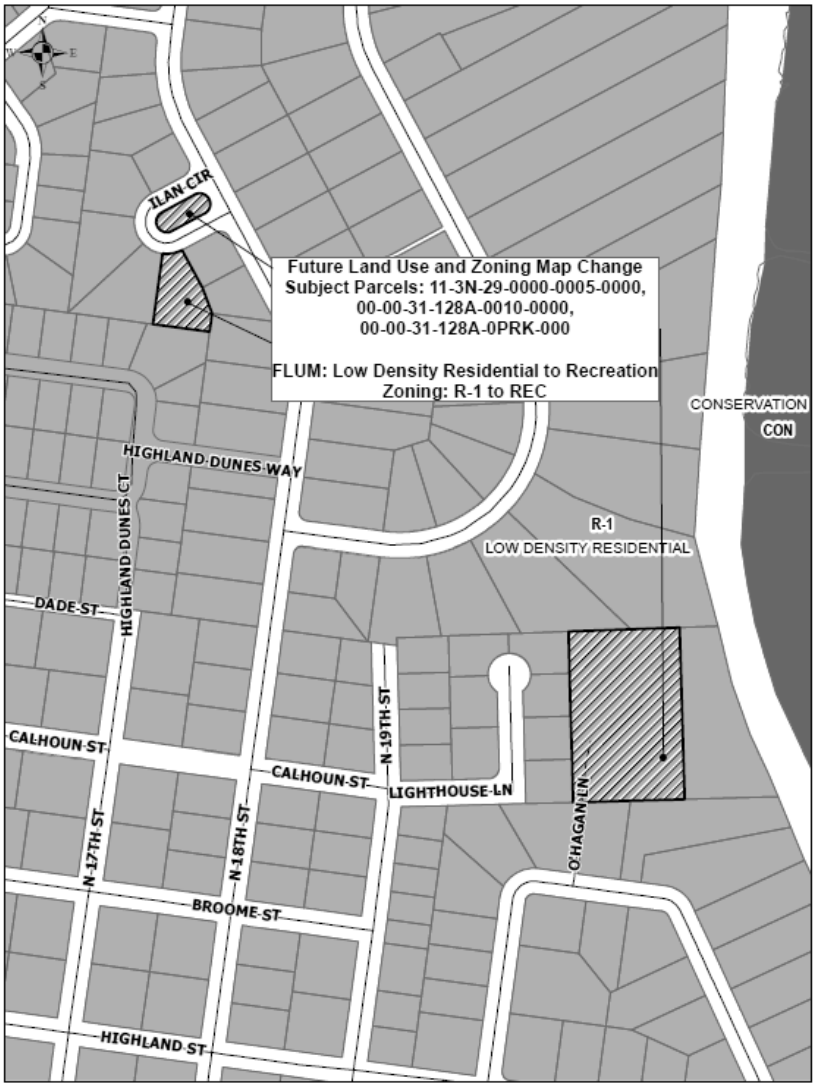
ORDINANCE 2020-25

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.




Future Land Use and Zoning Map Change
Subject Parcel:
00-00-31-1800-0161-0130
FLUM: Medium Density Residential to Conservation
Zoning: R-2 to CON
Future Land Use and Zoning Map Change
Subject Parcel:
00-00-31-1800-0167-0170,
FLUM: 8th Street Mixed Use to Conservation
Zoning: MU-8 to CON
Future Land Use and Zoning Map Change
Subject Parcels:
00-00-31-1800-0180-0040,
00-00-31-1800-0302-0000
FLUM: 8th Street Mixed Use to Recreation
Zoning: MU-8 to REC
N
W
E
CONSERVATION
CON
INDIGO ST
JASMINE ST
KELP ST
KELP ST
LIME ST
S 7TH ST
S 9TH ST
S 10TH ST
S 11TH ST
INDUSTRIAL
I-1
C-2
GENERAL COMMERCIAL
MEDIUM DENSITY RESIDENTIAL
8TH ST MIXED USE
MU-8
R-2
HIGH DENSITY RESIDENTIAL

I-2
INDUSTRIAL
INDUSTRIAL WATERFRONT
IW
MU-1
MIXED USE
FRANKLIN ST
N 11TH ST
DADE ST
CALHOUN ST
N 8TH ST
N 9TH ST
N 5TH ST
BROOME ST
MEDIUM DENSITY RESIDENTIAL
R-2
Future Land Use and Zoning Map Change
Subject Parcels:
00-00-31-1800-0217-0010,
00-00-31-1800-0217-0060,
00-00-31-1800-0077-0050,
00-00-31-1800-0067-0010,
00-00-31-1800-0062-0030,
00-00-31-1800-0061-0010
FLUM: Medium Density Residential to Conservation
Zoning: R-2 to CON
PI-1
PUBLIC & INSTITUTIONAL
N 13TH ST
CENTRE ST
CENTRAL BUSINESS DISTRICT
ATLANTIC AV
S 6TH ST
S 7TH ST
S 8TH ST
S 9TH ST
S 10TH ST
S 11TH ST
C-3
REC
RECREATION
ASH ST



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 <u>DISPLAY</u> in the April 19, 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	8/16/2020
Pauline Testagrose, Comptroller	8/17/2020
Tammi E. Bach, City Attorney	8/21/2020
Katie Newton, Legal Assistant	8/21/2020

Date: August 12, 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 enaction.

ENACTED this 1st day of September, 2020.

CITY OF FERNANDINA BEACH

_____
JOHN A. MILLER
Mayor - Commissioner

ATTEST:

_____
CAROLINE BEST
City Clerk

APPROVED AS TO FORM AND LEGALITY:

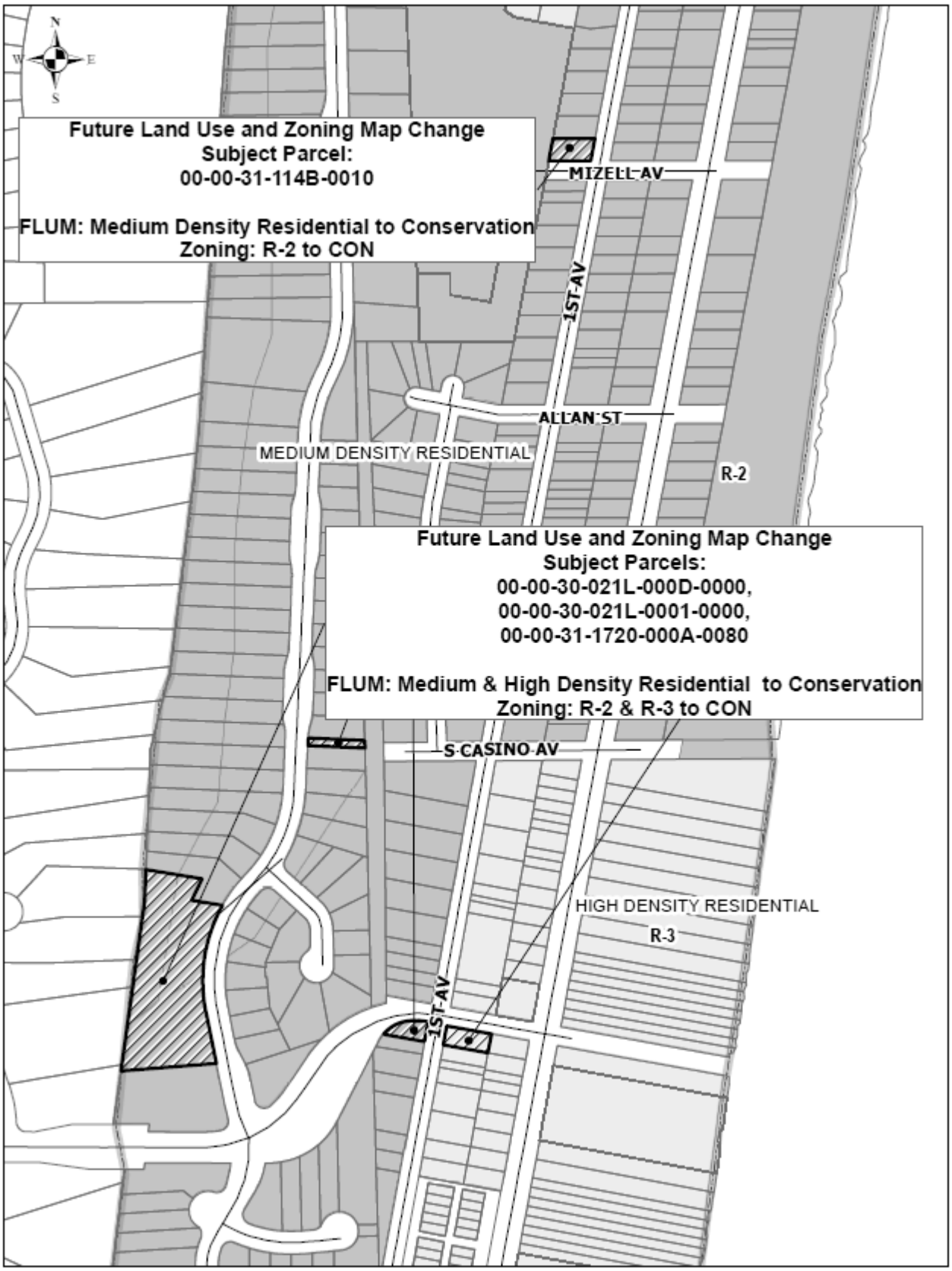
_____
TAMMI E. BACH
City Attorney

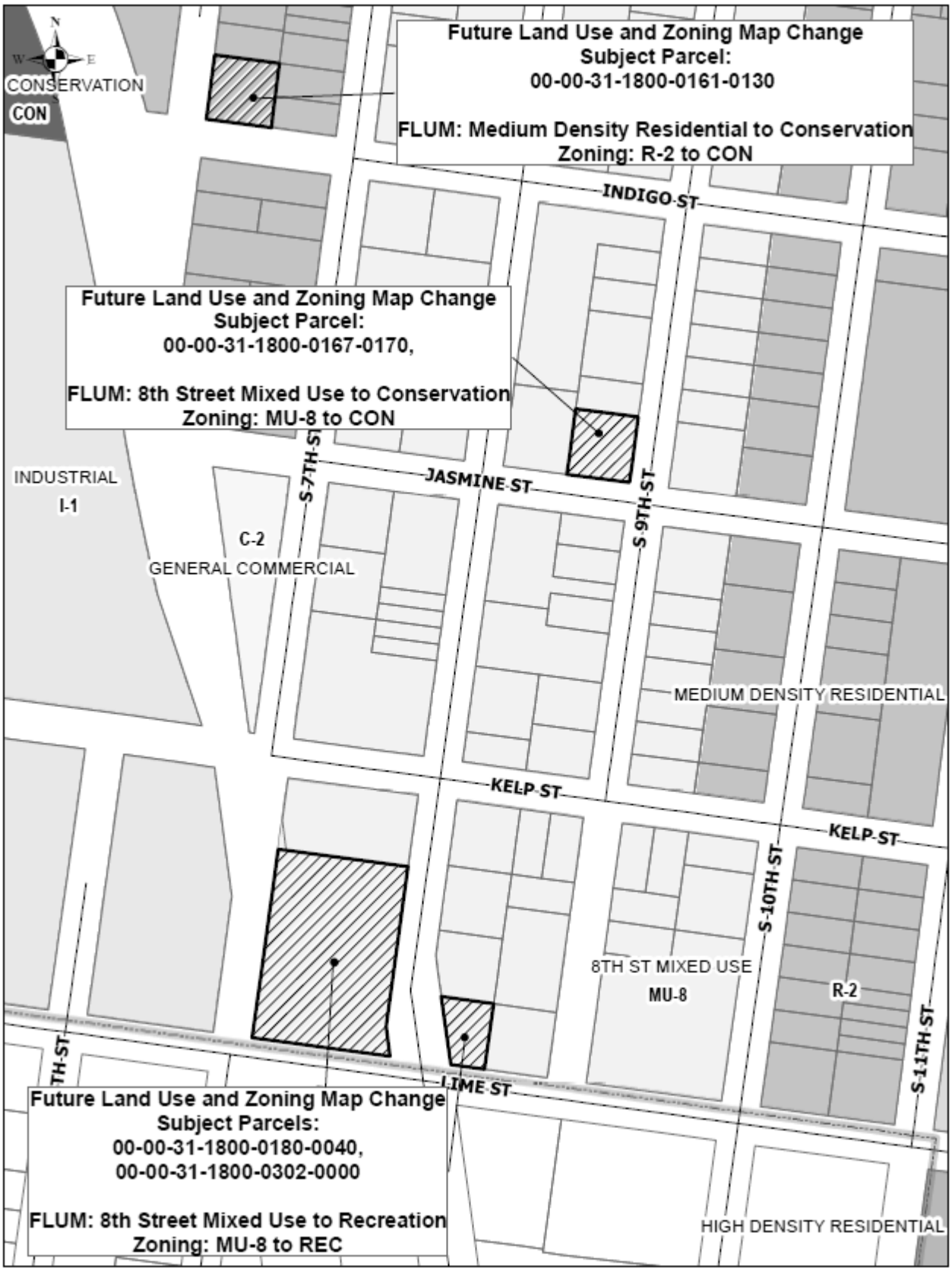
ORDINANCE 2020-26
EXHIBIT "A"

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 RESIDENTI	0.90	CONSERVATION	CON

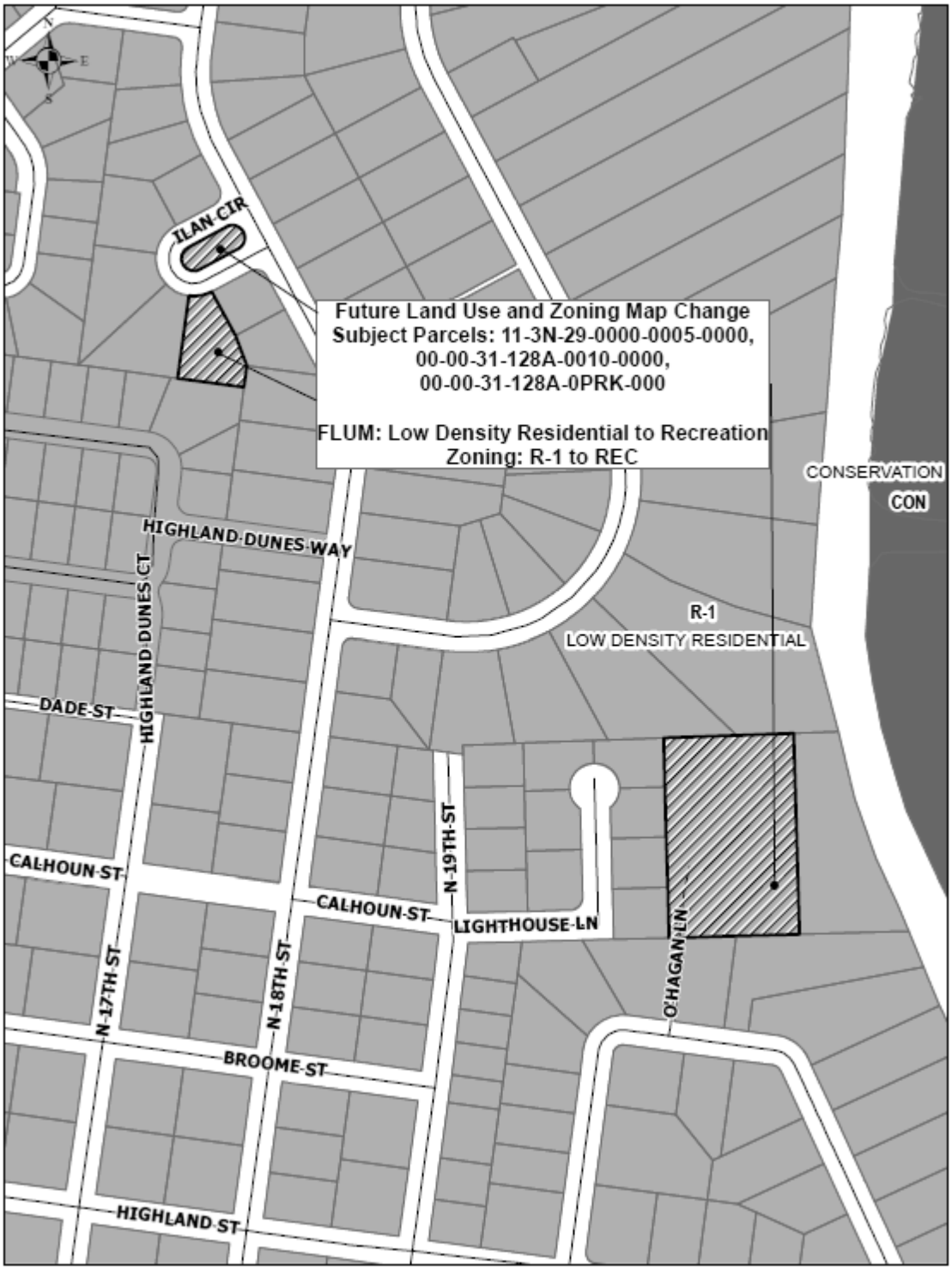
PARCEL NUMBER	LOCATION	FROM EXISTING ZONING	FROM EXISTING FUTURE LAND USE	ACREAGE	TO FUTURE LAND USE	TO ZONING
			AL			
00-00-31-1800-0217-0060	N 11TH STREET	R-2	MEDIUM DENSITY RESIDENTIAL	1.58	CONSERVATION	CON
00-00-31-1800-0217-0010	N 11TH ST	R-2	MEDIUM DENSITY RESIDENTIAL	5.48	CONSERVATION	CON
00-00-31-1800-0077-0050	N 10TH ST	R-2	MEDIUM DENSITY RESIDENTIAL	0.45	CONSERVATION	CON
00-00-31-1680-0025-0070	MATANZAS AV	R-2	MEDIUM DENSITY RESIDENTIAL	0.57	CONSERVATION	CON
00-00-31-128A-0PRK-0000	ILAN CIR	R-1	LOW DENSITY RESIDENTIAL	0.14	CONSERVATION	CON
00-00-31-1800-0077-0050	DADE STREET AND N 10TH ST	R-2	MEDIUM DENSITY RESIDENTIAL	0.45	CONSERVATION	CON
00-00-31-1800-0062-0030	DADE ST	R-2	MEDIUM DENSITY RESIDENTIAL	0.90	CONSERVATION	CON
00-00-31-1800-0061-0010	DADE ST	R-2	MEDIUM DENSITY RESIDENTIAL	1.61	CONSERVATION	CON
00-00-31-1800-0067-0010	CALHOUN ST	R-2	MEDIUM DENSITY RESIDENTIAL	0.69	CONSERVATION	CON
00-00-31-128A-0010-0000	3 ILAN CIR	R-1	LOW DENSITY RESIDENTIAL	0.41	CONSERVATION	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		


Future Land Use and Zoning Map Change
Subject Parcel:
00-00-31-114B-0010
FLUM: Medium Density Residential to Conservation
Zoning: R-2 to CON
MIZELL AV
1ST AV
ALLAN ST
MEDIUM DENSITY RESIDENTIAL
R-2
Future Land Use and Zoning Map Change
Subject Parcels:
00-00-30-021L-000D-0000,
00-00-30-021L-0001-0000,
00-00-31-1720-000A-0080
FLUM: Medium & High Density Residential to Conservation
Zoning: R-2 & R-3 to CON
S CASINO AV
HIGH DENSITY RESIDENTIAL
R-3
1ST AV


Future Land Use and Zoning Map Change
Subject Parcel:
00-00-31-1800-0161-0130
FLUM: Medium Density Residential to Conservation
Zoning: R-2 to CON
Future Land Use and Zoning Map Change
Subject Parcel:
00-00-31-1800-0167-0170,
FLUM: 8th Street Mixed Use to Conservation
Zoning: MU-8 to CON
Future Land Use and Zoning Map Change
Subject Parcels:
00-00-31-1800-0180-0040,
00-00-31-1800-0302-0000
FLUM: 8th Street Mixed Use to Recreation
Zoning: MU-8 to REC
N
W
E
CONSERVATION
CON
INDUSTRIAL
I-1
C-2
GENERAL COMMERCIAL
MEDIUM DENSITY RESIDENTIAL
8TH ST MIXED USE
MU-8
R-2
HIGH DENSITY RESIDENTIAL
INDIGO ST
S 7TH ST
JASMINE ST
S 9TH ST
KELP ST
KELP ST
S 10TH ST
S 11TH ST
LIME ST

I-2
INDUSTRIAL
INDUSTRIAL WATERFRONT
IW
MU-1
MIXED USE
FRANKLIN ST
N 11TH ST
DADE ST
CALHOUN ST
N 8TH ST
N 9TH ST
N 5TH ST
6TH ST
BROOME ST
MEDIUM DENSITY RESIDENTIAL
R-2
Future Land Use and Zoning Map Change
Subject Parcels:
00-00-31-1800-0217-0010,
00-00-31-1800-0217-0060,
00-00-31-1800-0077-0050,
00-00-31-1800-0067-0010,
00-00-31-1800-0062-0030,
00-00-31-1800-0061-0010
FLUM: Medium Density Residential to Conservation
Zoning: R-2 to CON
PI-1
PUBLIC & INSTITUTIONAL
N 13TH ST
CENTRE ST
CENTRAL BUSINESS DISTRICT
ATLANTIC AV
S 6TH ST
S 7TH ST
S 8TH ST
S 9TH ST
S 10TH ST
S 11TH ST
C-3
REC
RECREATION
ASH ST


Future Land Use and Zoning Map Change
Subject Parcels: 11-3N-29-0000-0005-0000,
00-00-31-128A-0010-0000,
00-00-31-128A-0PRK-000
FLUM: Low Density Residential to Recreation
Zoning: R-1 to REC
CONSERVATION
CON
R-1
LOW DENSITY RESIDENTIAL
ILAN CIR
HIGHLAND DUNES WAY
HIGHLAND DUNES CT
DADE ST
CALHOUN ST
CALHOUN ST
N 19TH ST
LIGHTHOUSE LN
O'HAGAN LN
N 17TH ST
N 18TH ST
BROOME ST
HIGHLAND ST

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:	1st 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:	Flood zone	Potential Wetlands	Avg. Topography	Soil Type	Coastal Upland Protection Zone
	X : Not SFHA	N/A	15'	Fripp Fine Sand Rolling	Yes
ADJACENT PROPERTIES:	Direction	Existing Use(s)	Year Built	Zoning	FLUM
	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

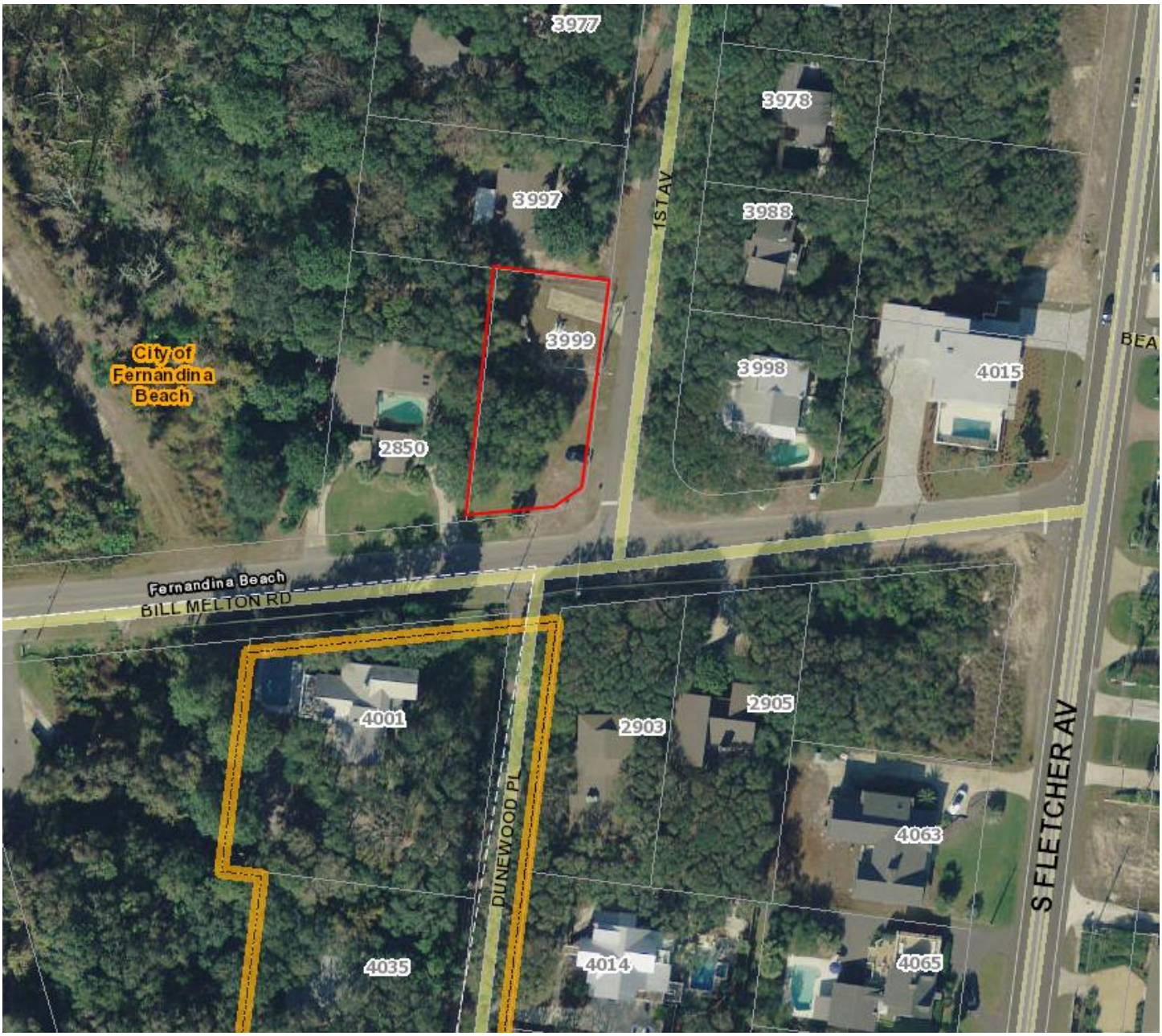
APPLICABLE LAND DEVELOPMENT CODE SECTIONS:	2.00.03 (Establishment of district boundary); 2.01.20 (CON zoning district); 4.05.00 (Landscaping, Buffers, and Tree Protection); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) Reference: www.fbfl.us/LDC
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

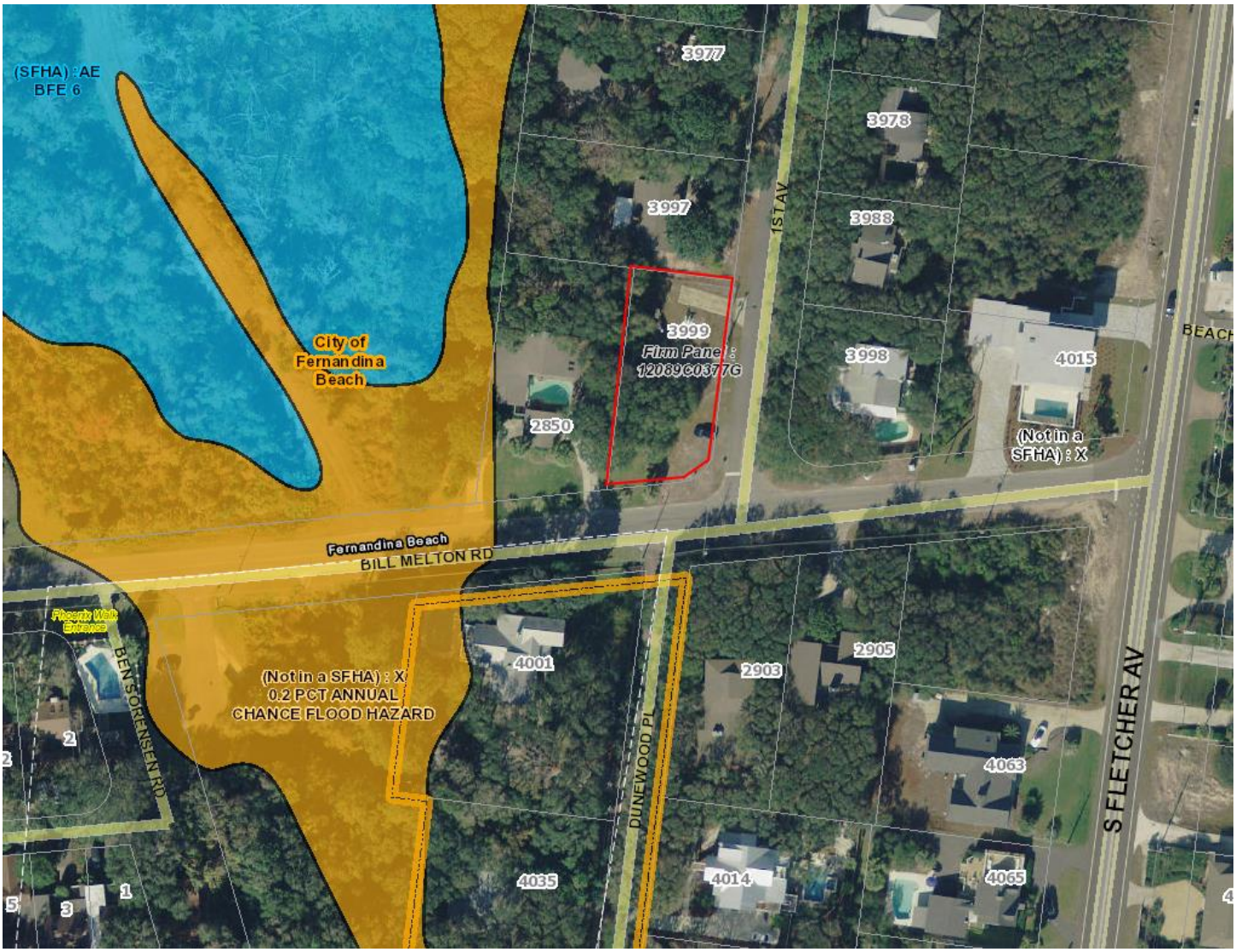
PROPERTY BOUNDARY



STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

CURRENT LAND USE AND ZONING

FLOODZONE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Fernandina Beach
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Flagler Walk Entrance
BEN SORENSEN RD
(Not in a SFHA) : X
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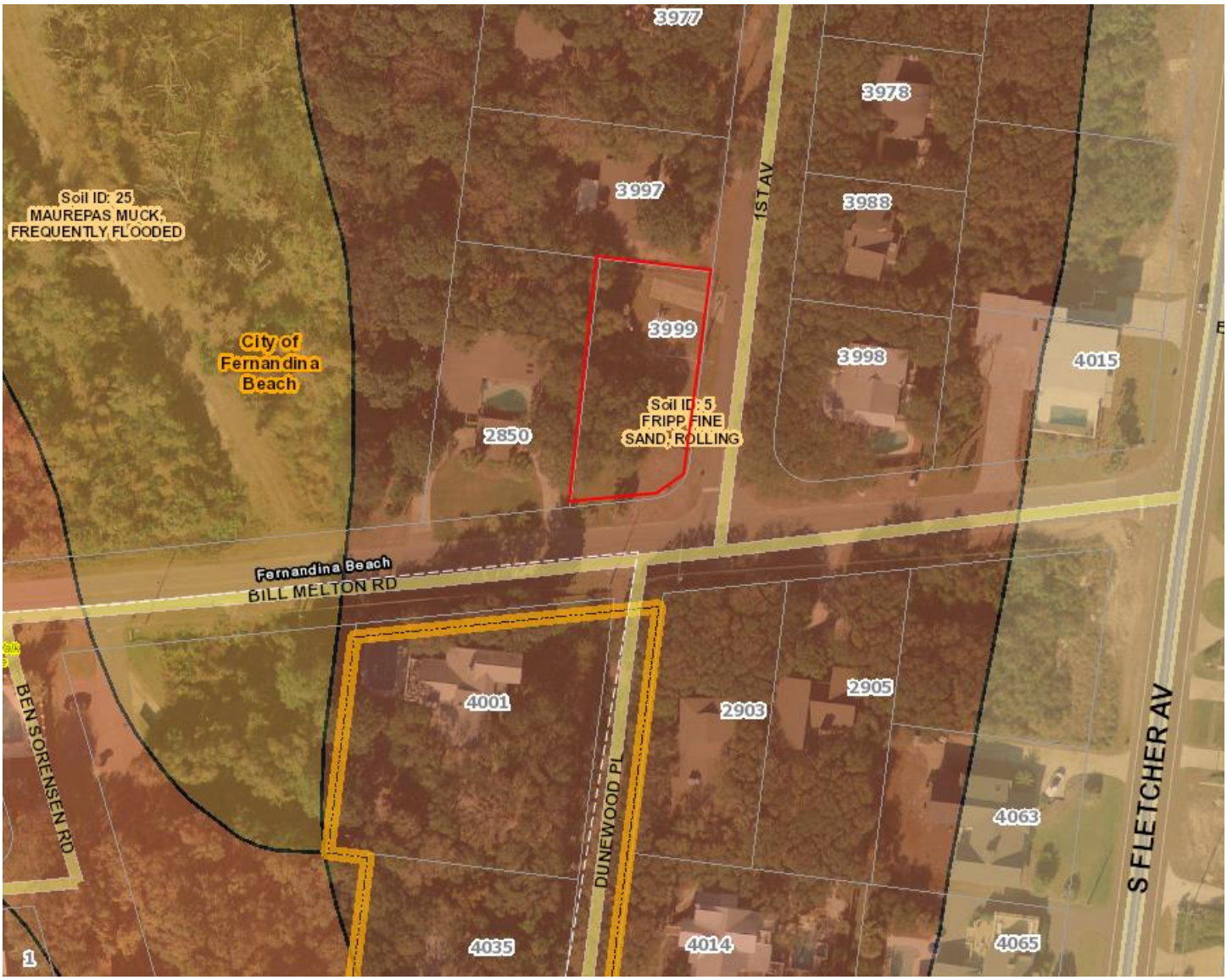
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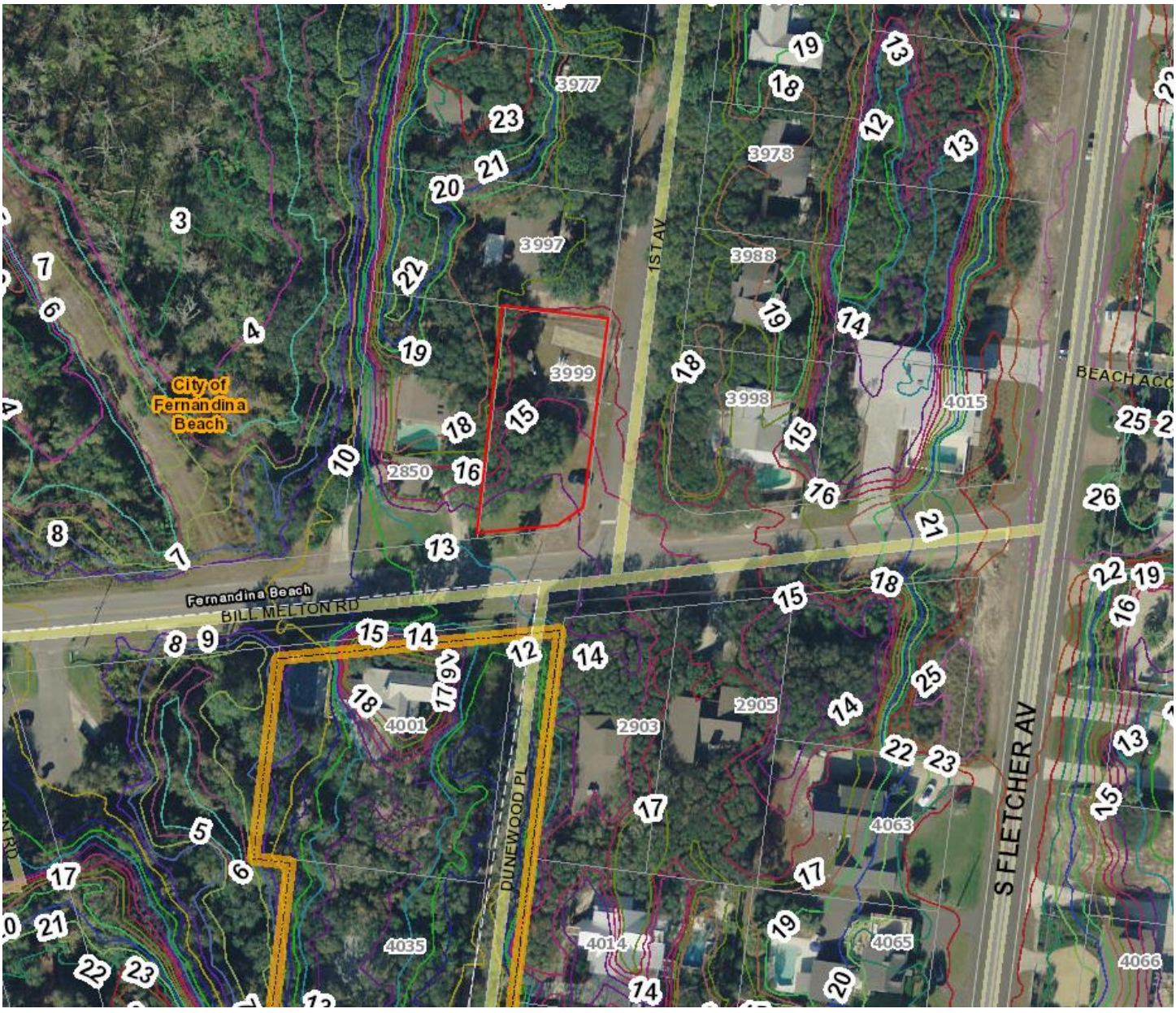
TOPOGRAPHY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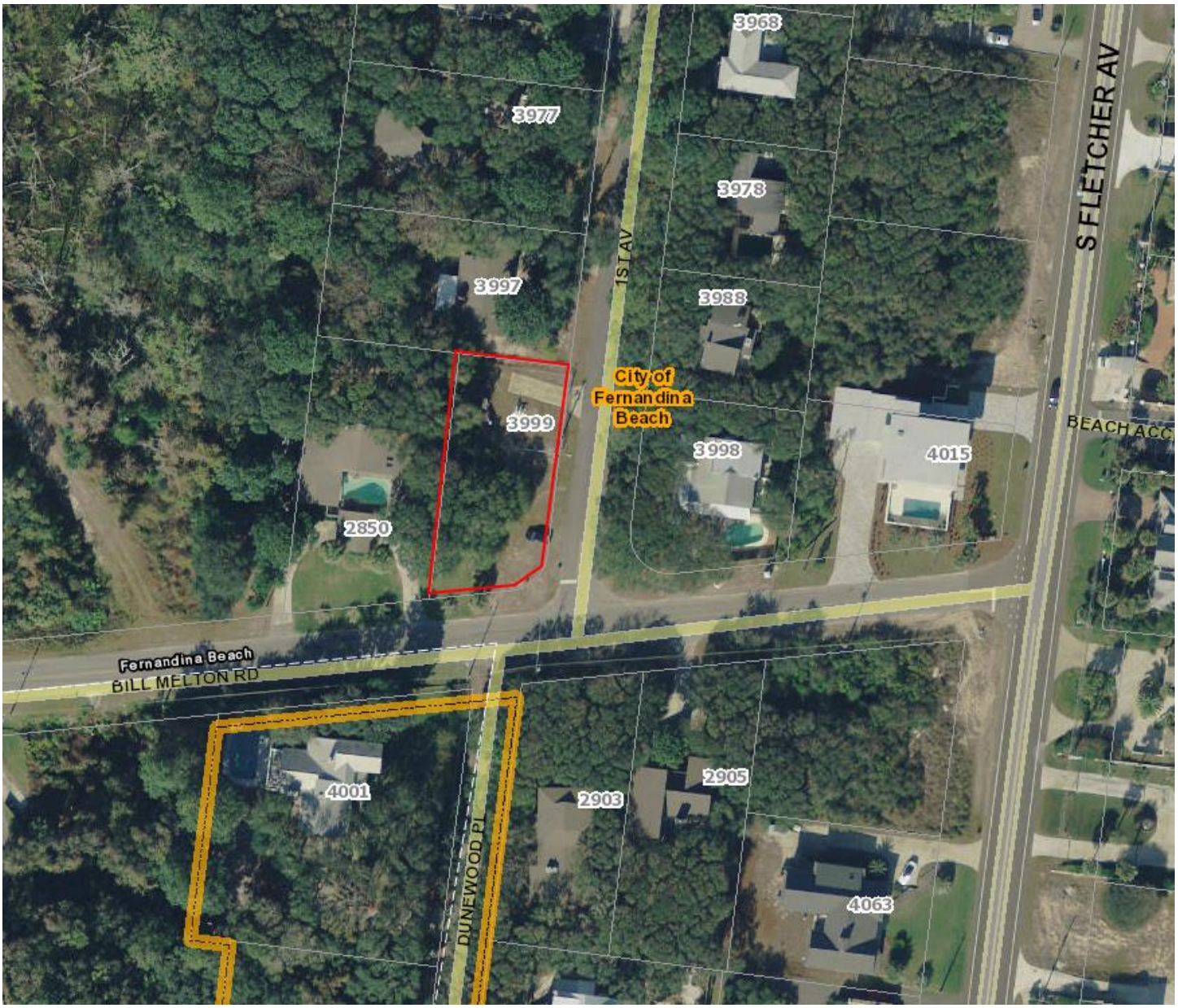
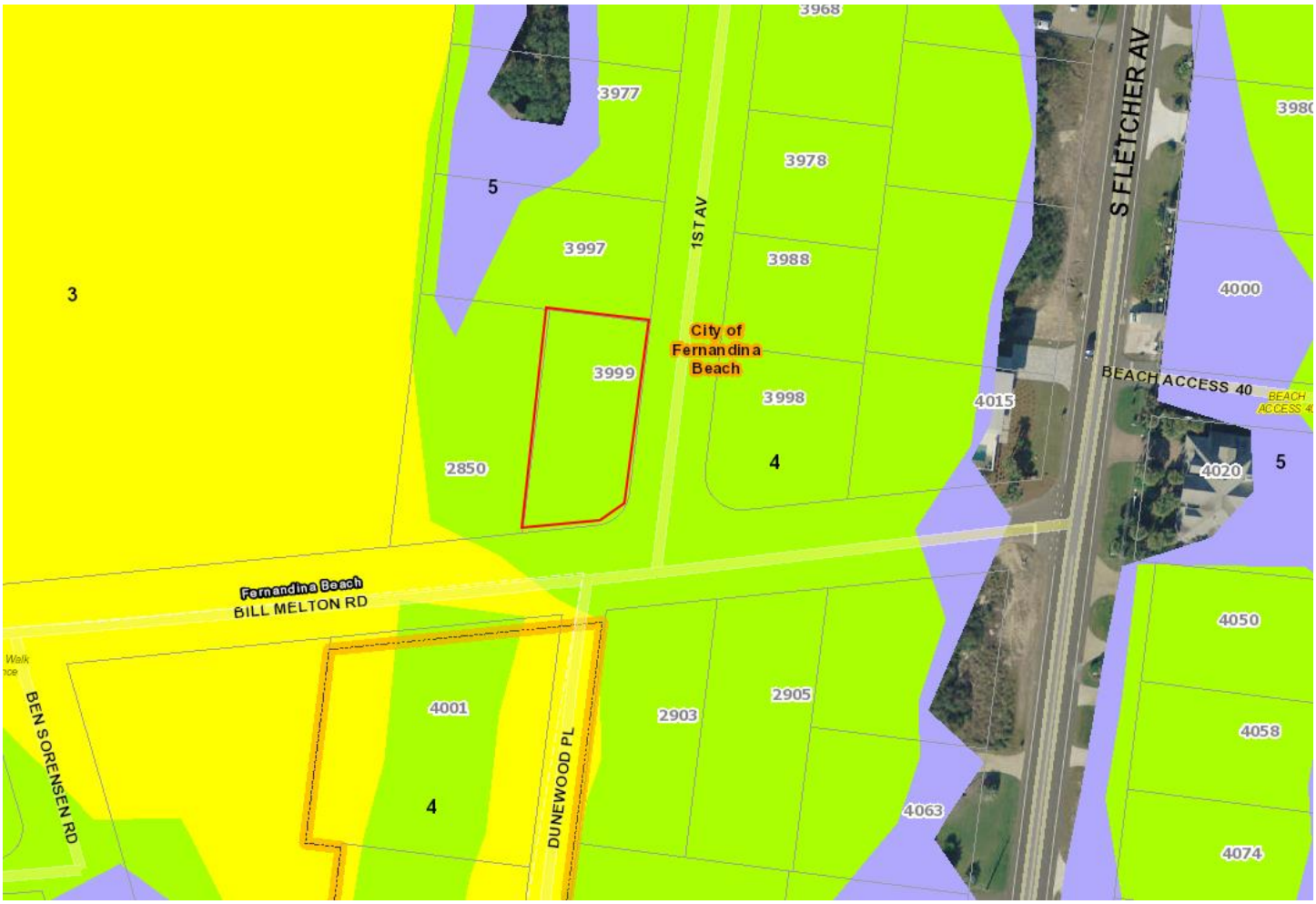
WETLANDS – Not applicable.



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:	1st 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:	Flood zone	Potential Wetlands	Avg. Topography	Soil Type	Coastal Upland Protection Zone
	X : Not SFHA	N/A	16'	Fripp Fine Sand Rolling	Yes
ADJACENT PROPERTIES:	Direction	Existing Use(s)	Year Built	Zoning	FLUM
	North	Residential	2000	R-2+R3	MDR+HDR
	South	Residential	1999	R-2+R-3	MDR+HDR
	East	Residential	1971	R-3	HDR
	West	Residential	1996	R-2	MDR
APPLICABLE COMPREHENSIVE PLAN POLICIES:	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering); 1.07.15 (conservation land use category); Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands); 6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) Reference: www.fbfl.us/Compplan				

STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

APPLICABLE LAND DEVELOPMENT CODE SECTIONS:	2.00.03 (Establishment of district boundary); 2.01.20 (CON zoning district); 4.05.00 (Landscaping, Buffers, and Tree Protection); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) Reference: www.fbfl.us/LDC
STAFF RECOMMENDATION:	Staff finds the requested amendments to be sufficiently compliant with the Comprehensive Plan, Land Development Code, and established City Commission Goal to increase conservation land use and zoning acreage. Staff recommends approval of the request.

Submitted by:

Kelly N. Gibson, AICP
Director

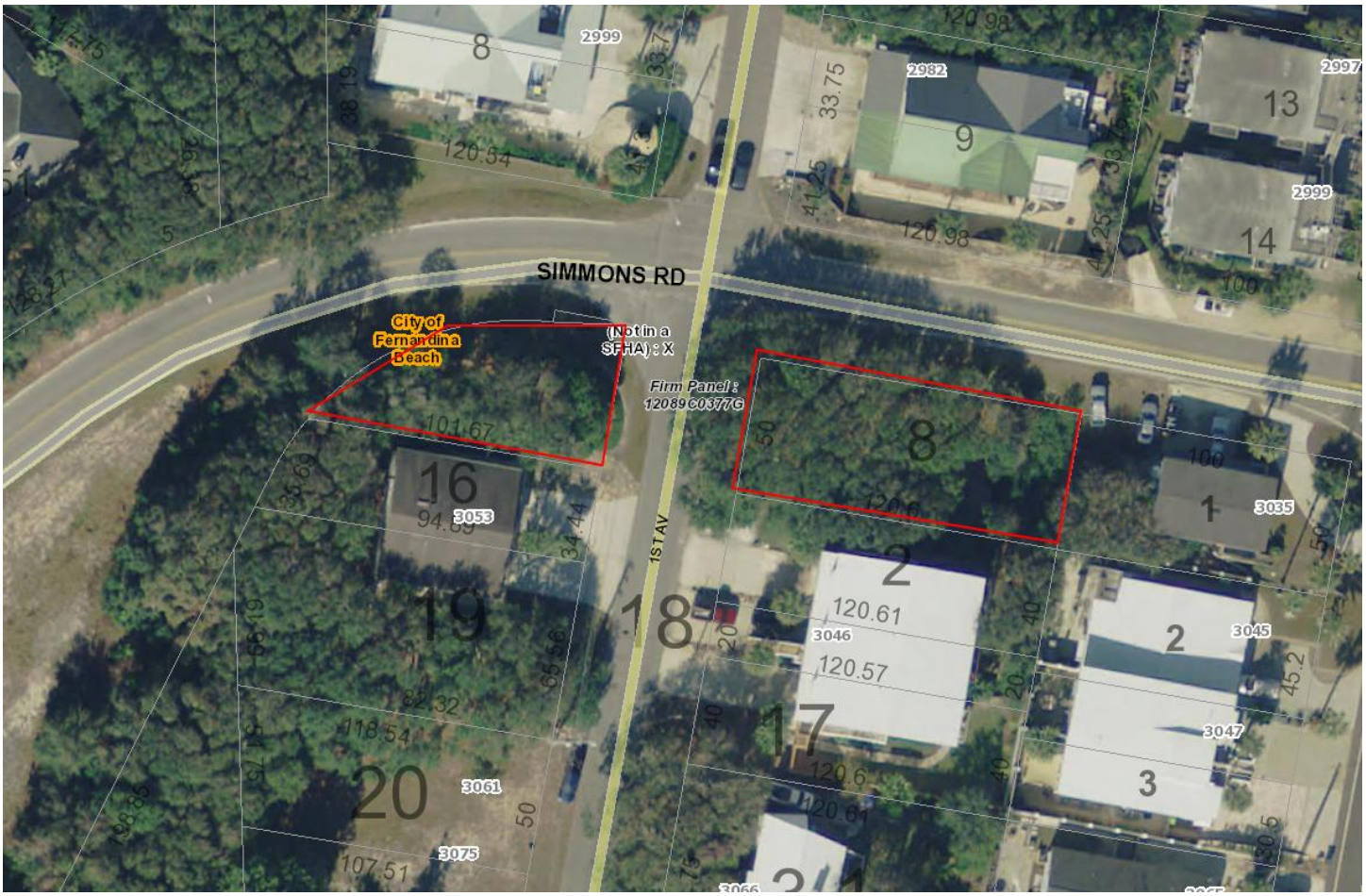
STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

PROPERTY BOUNDARY

STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

CURRENT LAND USE AND ZONING

FLOODZONE


SIMMONS RD
City of Fernandina Beach
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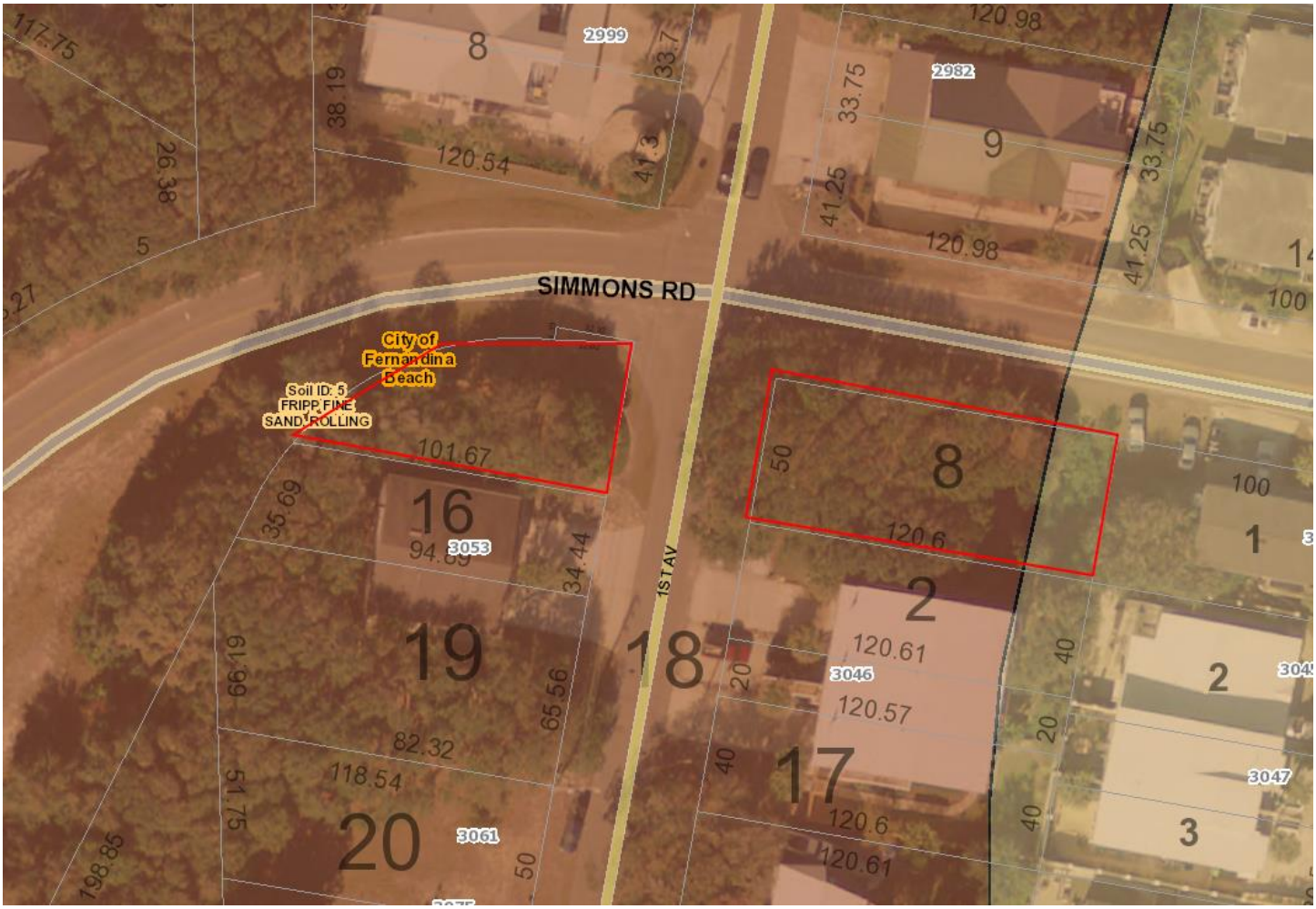
SOILS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City of Fernandina Beach
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TOPOGRAPHY

SIMMONS RD
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WETLANDS – Not applicable.

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

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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:	8th 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:	Flood zone	Potential Wetlands	Avg. Topography	Soil Type	Coastal Upland Protection Zone
	X : Not SFHA	No	15'	Urban Land	No
ADJACENT PROPERTIES:	Direction	Existing Use(s)	Year Built	Zoning	FLUM
	North	Retail	1973	MU-8	8th St. MU
	South	County	-	-	-
	East	Vacant	-	MU-8	8th 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:

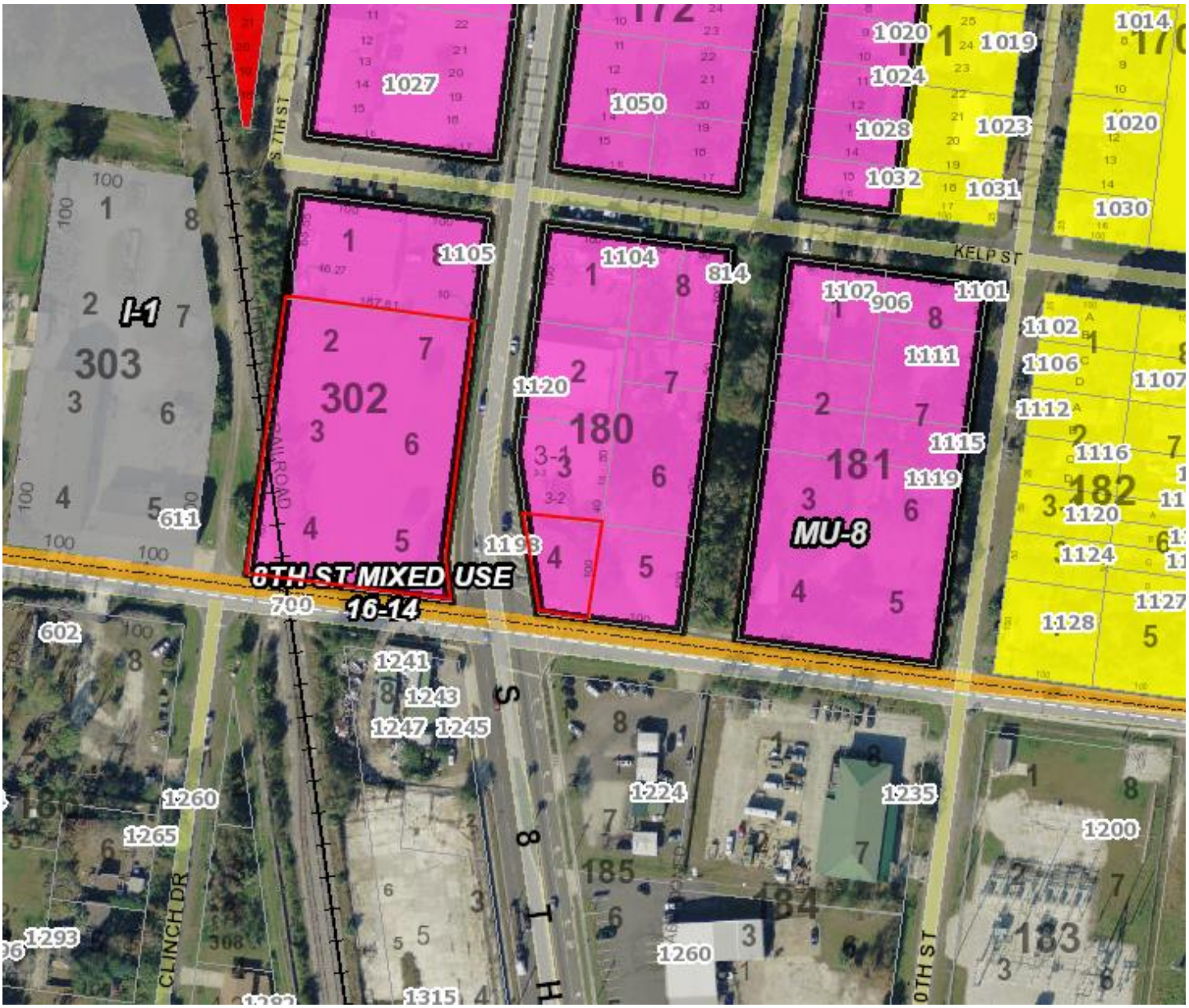
Kelly N. Gibson, AICP
Director

STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

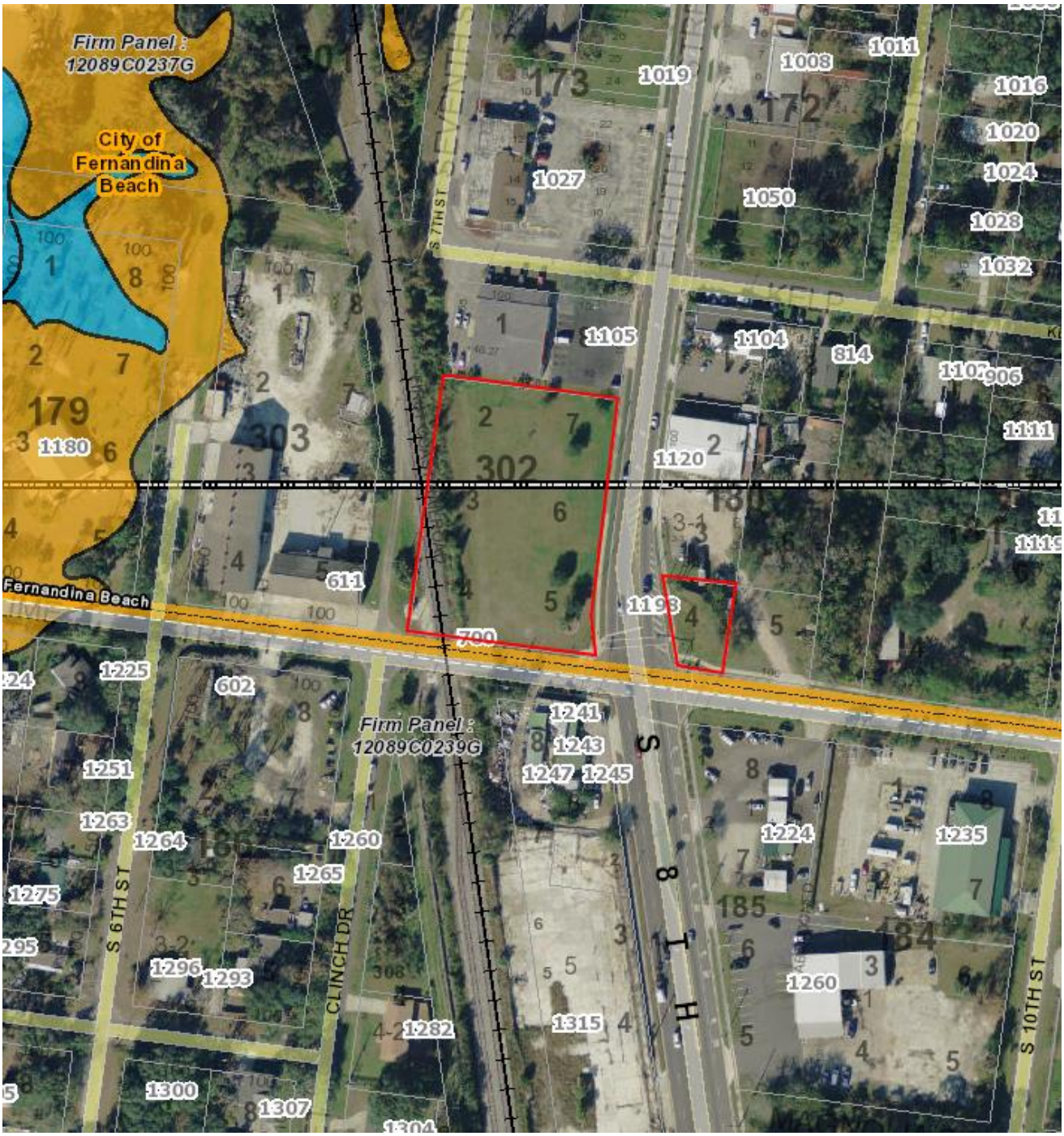
PROPERTY BOUNDARY

STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

CURRENT LAND USE AND ZONING



FLOODZONE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Fernandina Beach
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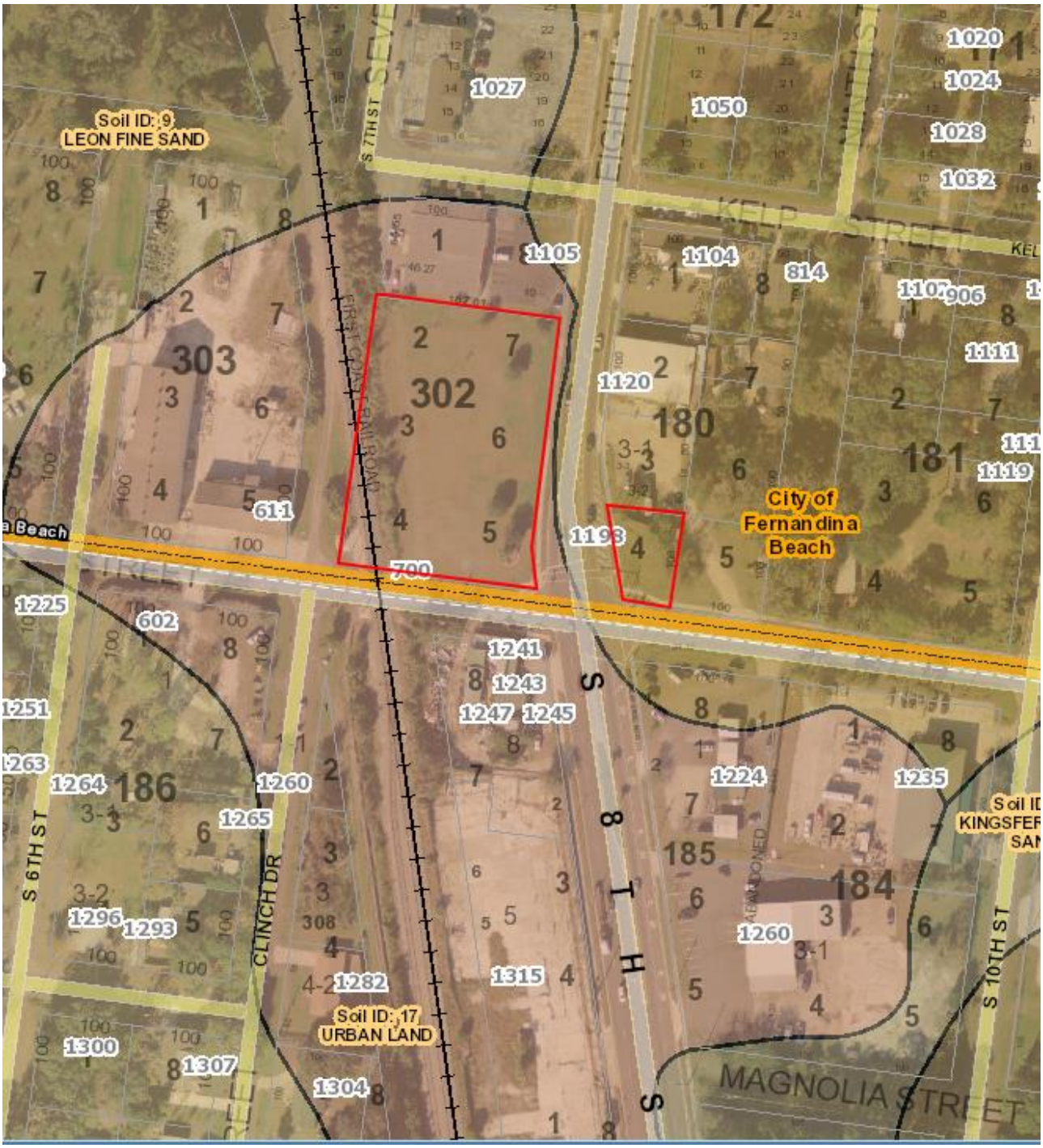
SOILS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LEON FINE SAND
Soil ID: 17
URBAN LAND
City of Fernandina Beach
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MAGNOLIA STREET
S 7TH ST
S 6TH ST
S 10TH ST
CLINCH DR
FIRST COAST RAILROAD
ABANDONED
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TOPOGRAPHY

City of Fernandina Beach
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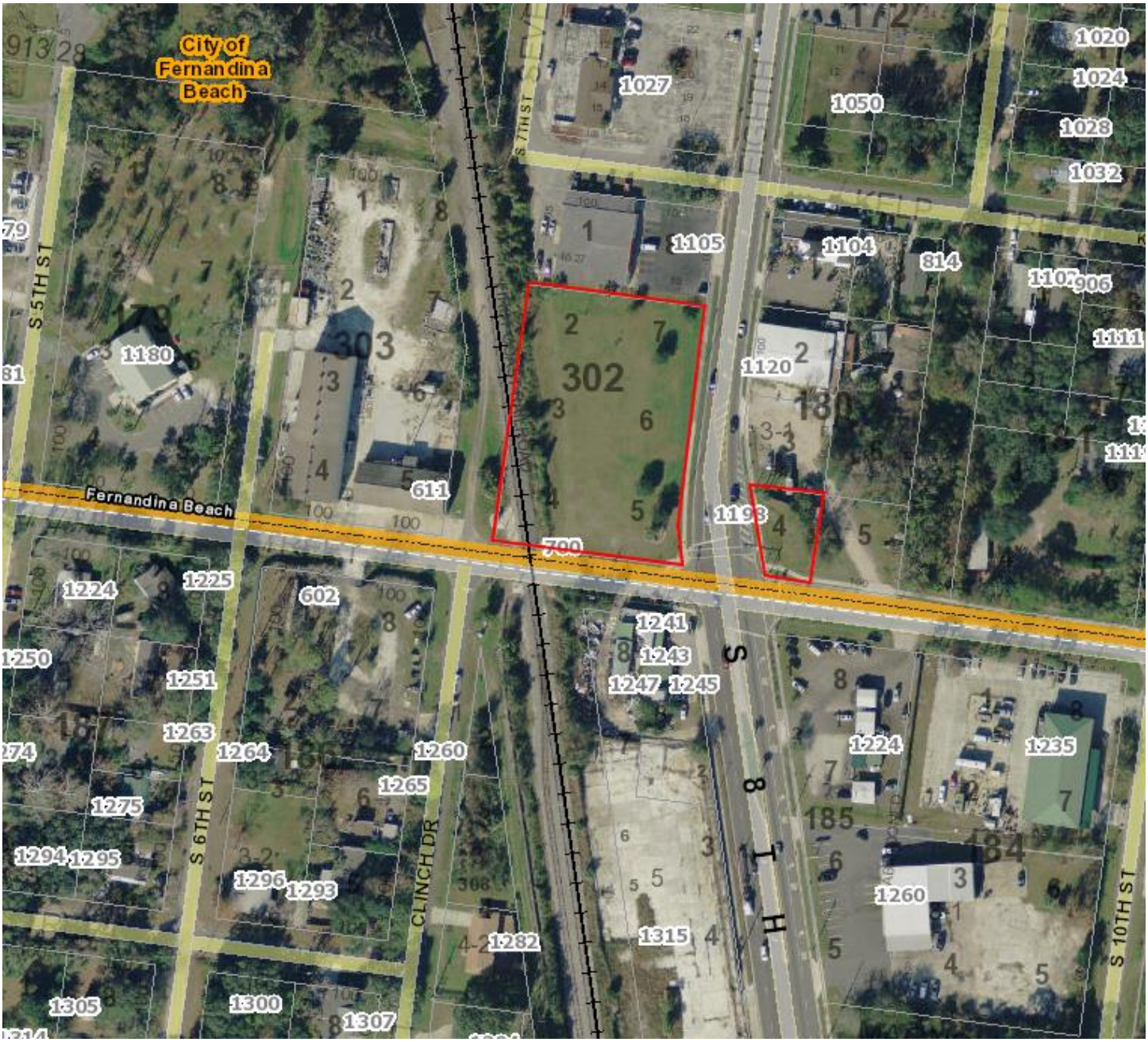
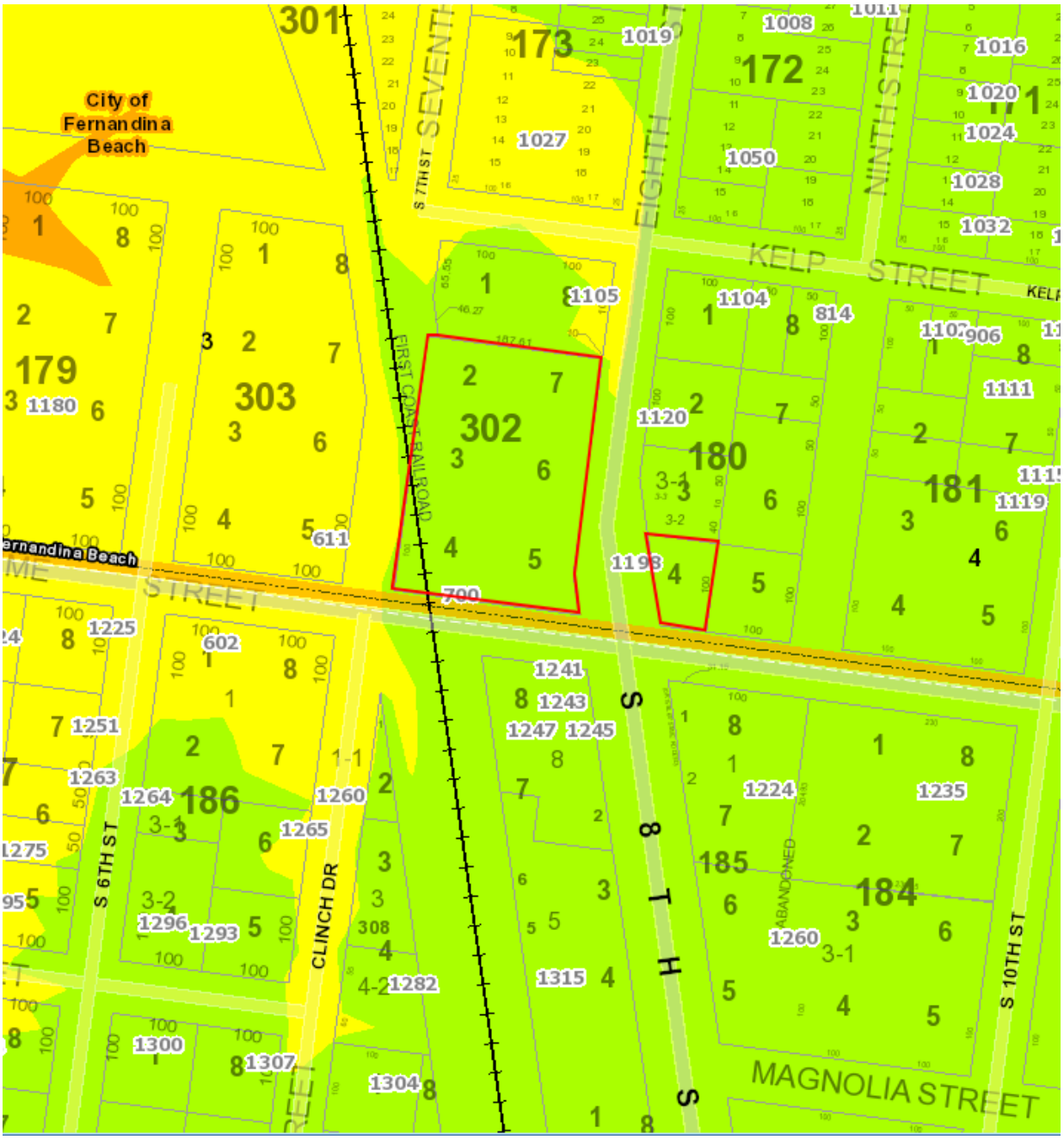
WETLANDS – Not applicable.



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

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APPLICATION & SURROUNDING AREA INFORMATION:

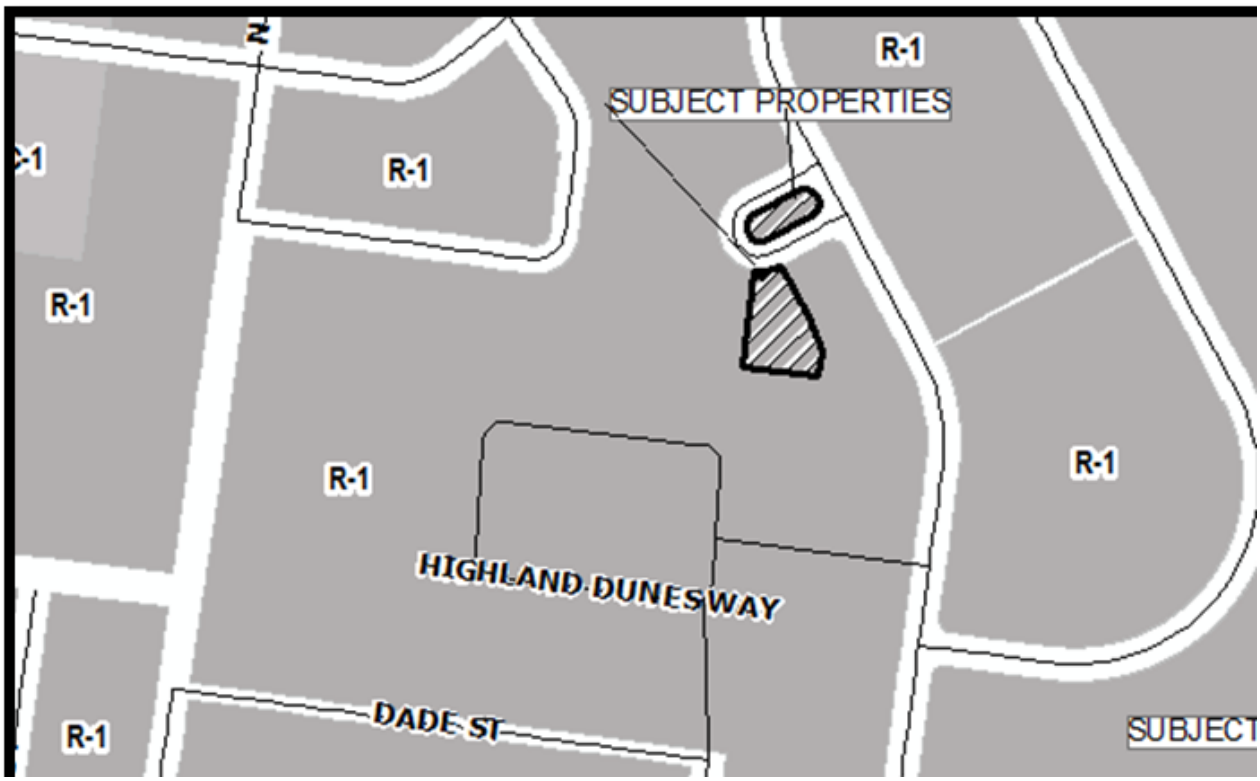
PARCEL ID # AND PROPERTY OWNER:	00-00-31-128A-0010-0000 00-00-31-128A-0PRK-0000 CITY OF EERNANDINA BEACH				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change (In accordance with action directed under Ord. 2019-05)				
LOCATION AND DESCRIPTION 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-0PRK-0000: 0.14 acres				
ENVIRONMENTAL CHARACTERISTICS:	Flood zone	Potential Wetlands	Avg. Topography	Soil Type	Coastal Upland Protection Zone
	X	NO	12-22 FT	FINE SANDS	NO
ADJACENT PROPERTIES:	Direction	Existing Use(s)	Year Built	Zoning	FLUM
	North	SF Homes	Varies	R-1	Low Density Residential (LDR)
	South	"	"	"	"
	East	"	"	"	"
	West	"	"	"	"
APPLICABLE COMPREHENSIVE PLAN POLICIES:	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering); 1.07.15 (conservation land use category); Objective 5.10 (Wildlife Planning) and specific policies 5.10.01, 5.10.02, 5.10.05; Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands) Reference: www.fbfl.us/Compplan				
APPLICABLE LAND	2.00.03 (Establishment of district boundary);				

STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

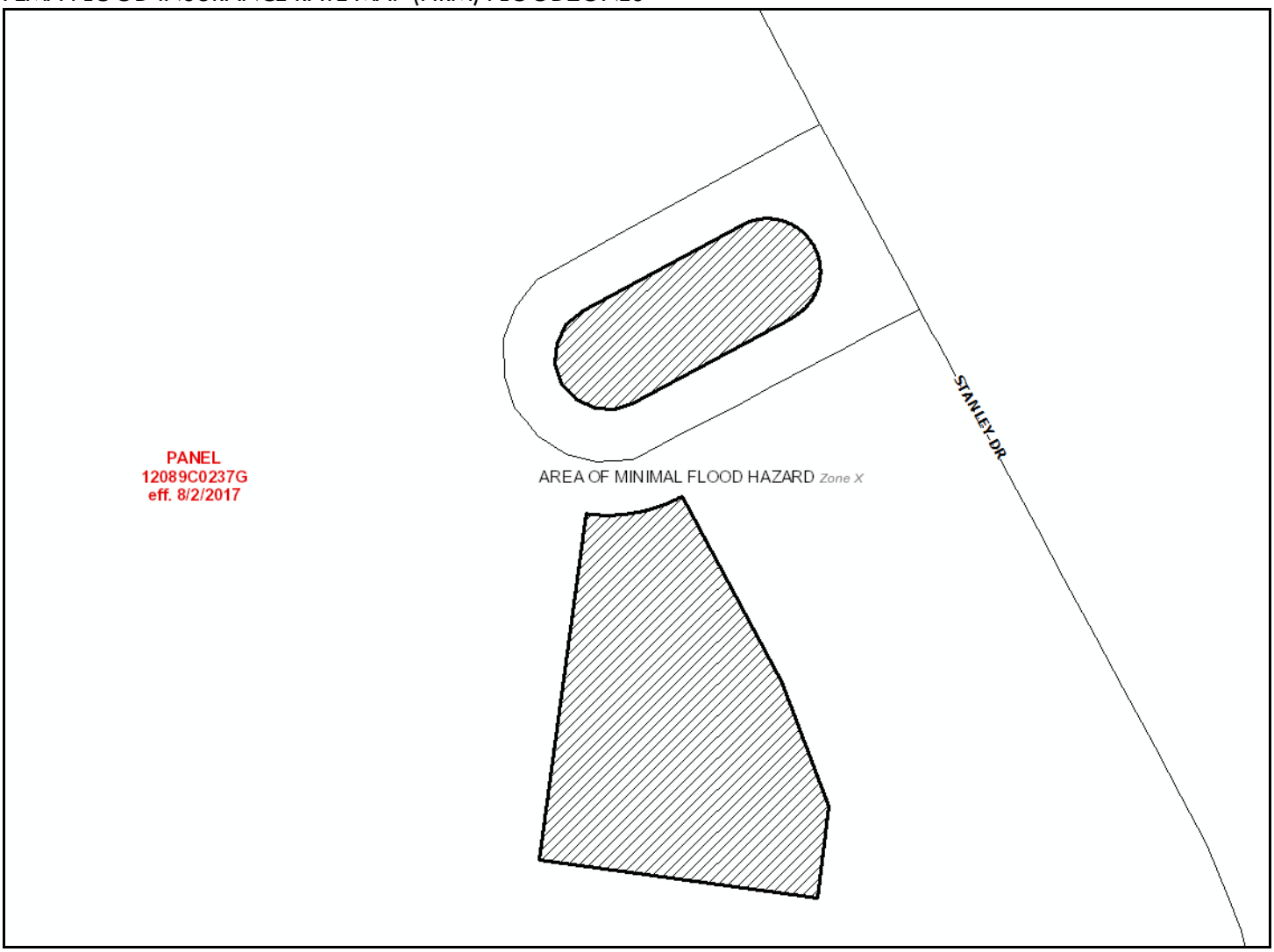
DEVELOPMENT CODE SECTIONS:	2.01.20 (CON zoning district); 4.05.00 (Landscaping, Buffers, and Tree Protection); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) Reference: www.fbfl.us/LDC
STAFF RECOMMENDATION:	Staff finds the requested amendments to be sufficiently compliant with the Comprehensive Plan, Land Development Code, and established City Commission Goal to increase conservation land use and zoning acreage. Staff recommends approval of the request.

Kelly N. Gibson, AICP
Director

MAP OF PROPERTY BOUNDARIES AND EXISTING LAND USE MAP DESIGNATION (LOW DENSITY RESIDENTIAL -LDR) AND ZONING DISTRICT OF LOW DENSITY RESIDENTIAL (R-1)

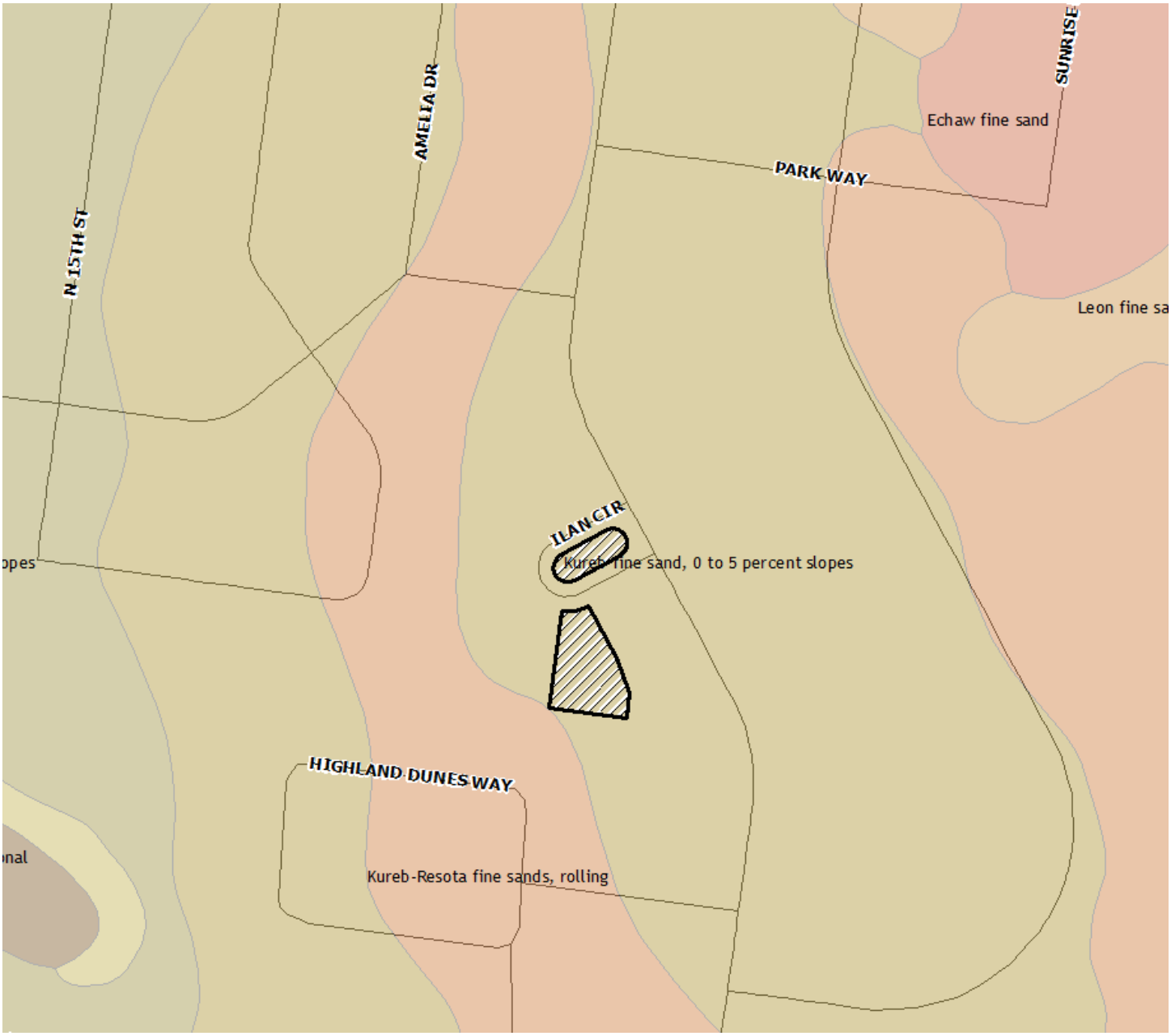


FEMA FLOOD INSURANCE RATE MAP (FIRM) FLOODZONES



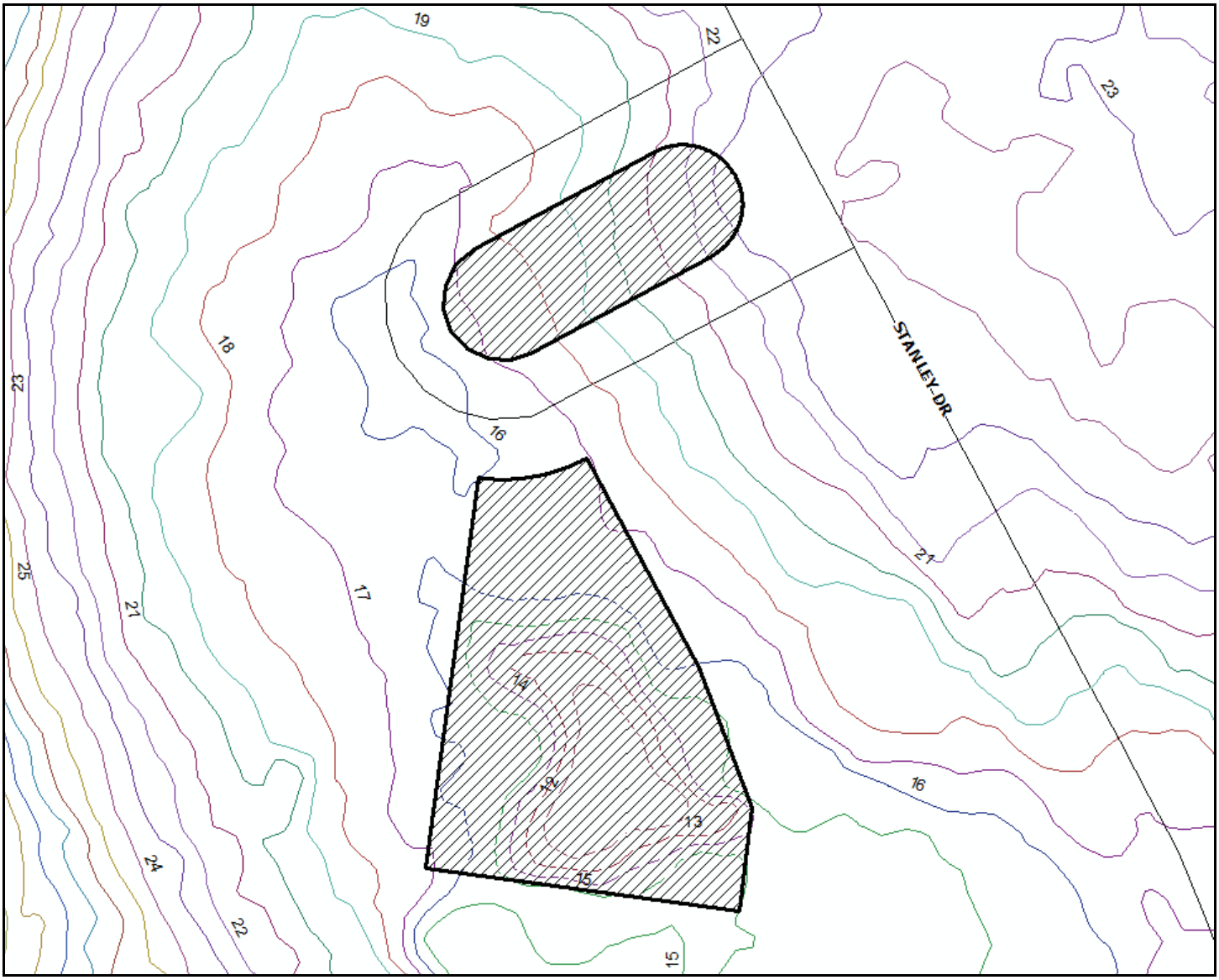
SOILS MAP

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

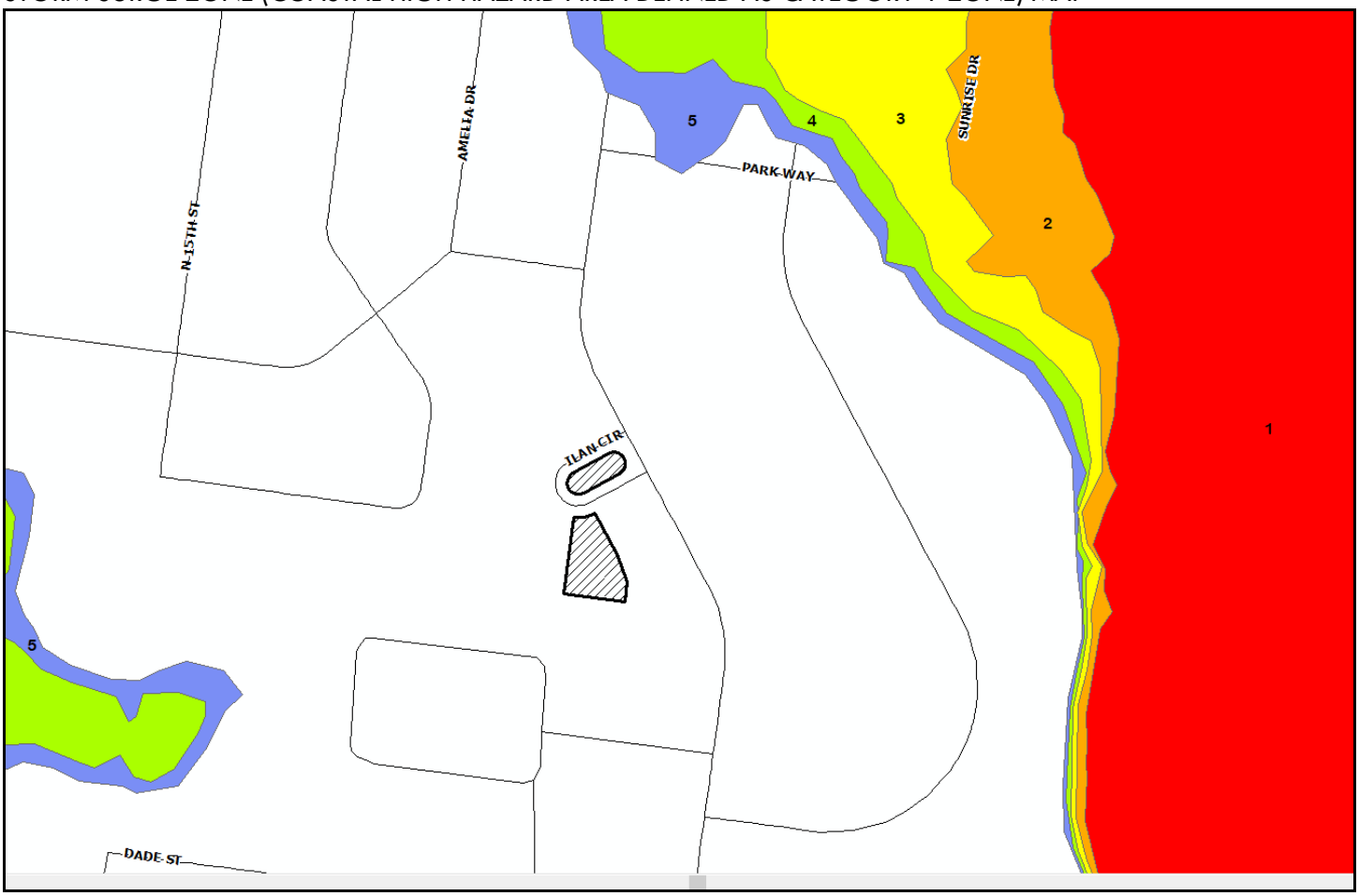
TOPOGRAPHY MAP



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:	Flood zone	Potential Wetlands	Avg. Topography	Soil Type	Coastal Upland Protection Zone
	AE 6	Yes	Varies 18' to 3'	Fripp Fine Sand Rolling. Maurepas Muck.	Yes
ADJACENT PROPERTIES:	Direction	Existing Use(s)	Year Built	Zoning	FLUM
	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);				

	Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands); 6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) Reference: www.fbfl.us/Compplan
APPLICABLE LAND DEVELOPMENT CODE SECTIONS:	2.00.03 (Establishment of district boundary); 2.01.20 (CON zoning district); 3.02.06 (Land Uses within Areas of Special Flood Hazard); 3.03.00 (Wetland Protection); 4.05.00 (Landscaping, Buffers, and Tree Protection); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) Reference: www.fbfl.us/LDC
STAFF RECOMMENDATION:	Staff finds the requested amendments to be sufficiently compliant with the Comprehensive Plan, Land Development Code, and established City Commission Goal to increase conservation land use and zoning acreage. Staff recommends approval of the request.

Submitted by:

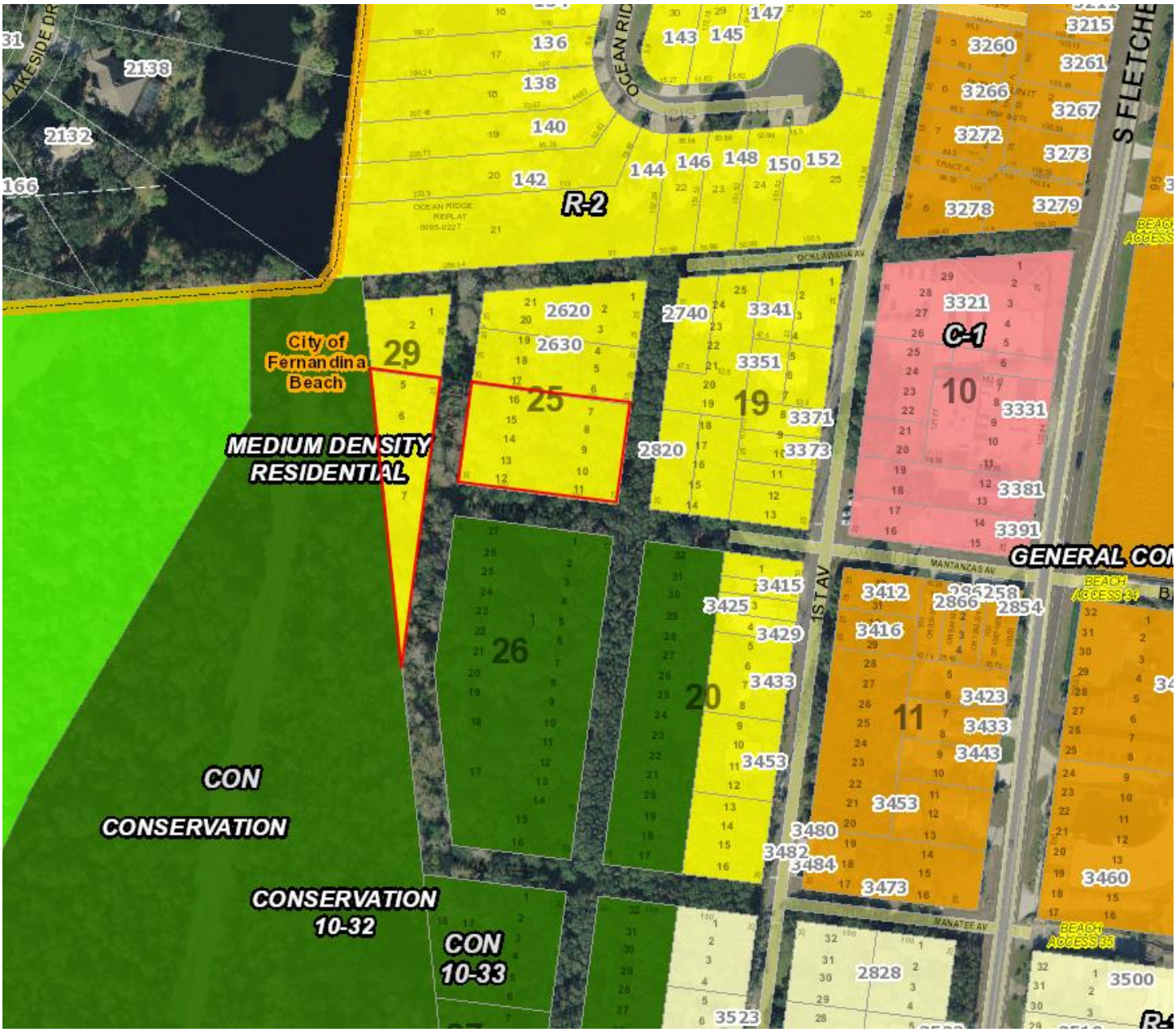
Kelly N. Gibson, AICP
Director

STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

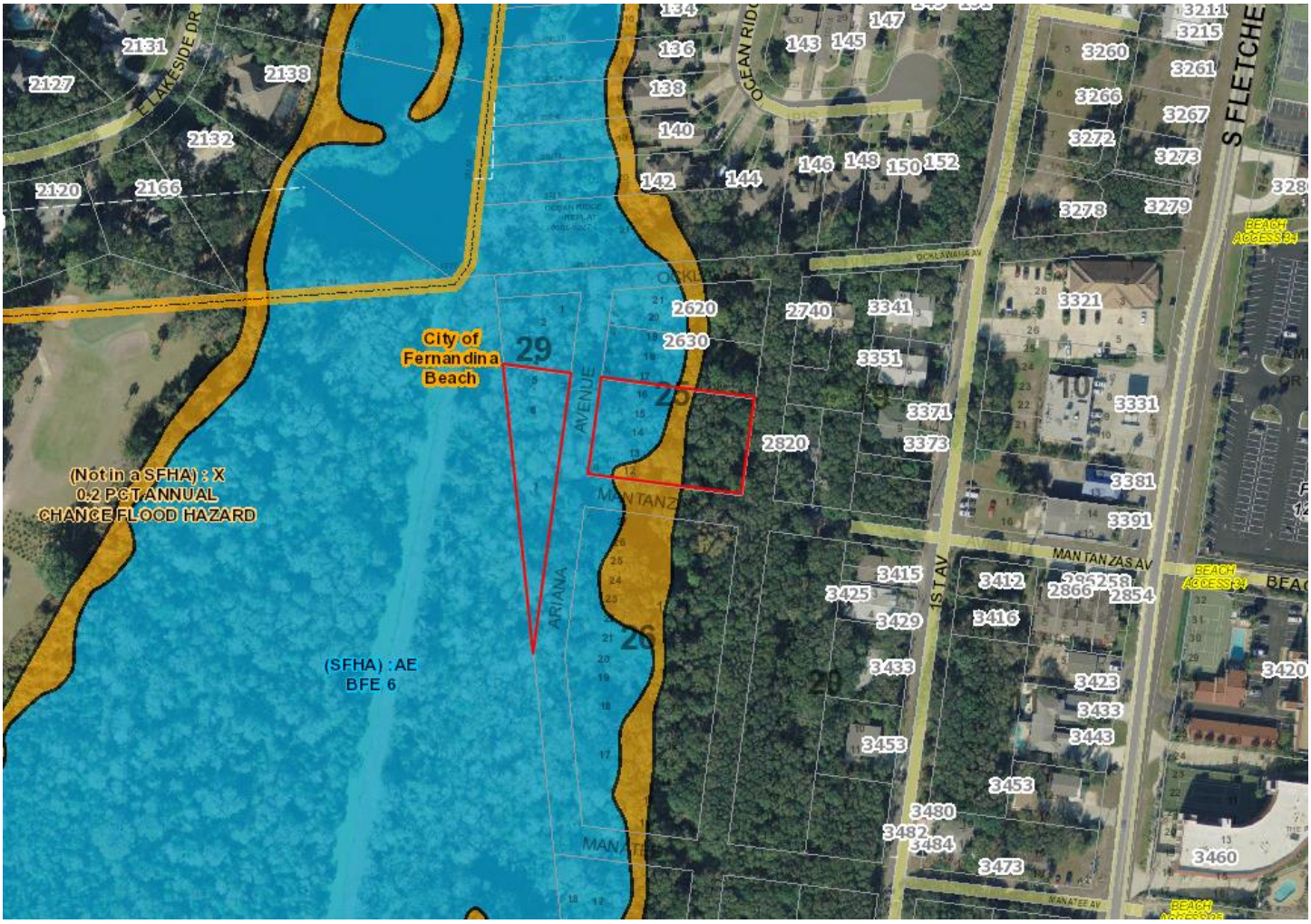
PROPERTY BOUNDARY

STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

CURRENT LAND USE AND ZONING



FLOODZONE


City of Fernandina Beach
(Not in a SFHA) : X
0.2 PCT ANNUAL
CHANCE FLOOD HAZARD
(SFHA) : AE
BFE 6
29
25
26
20
10
ARIANA AVENUE
MANTANZAS AV
1ST AV
S FLETCHE
OCEAN RIDGE
OCKLAWAHA AV
MANATEE AV
BEACH ACCESS 34
2127
2131
2138
2132
2120
2166
136
138
140
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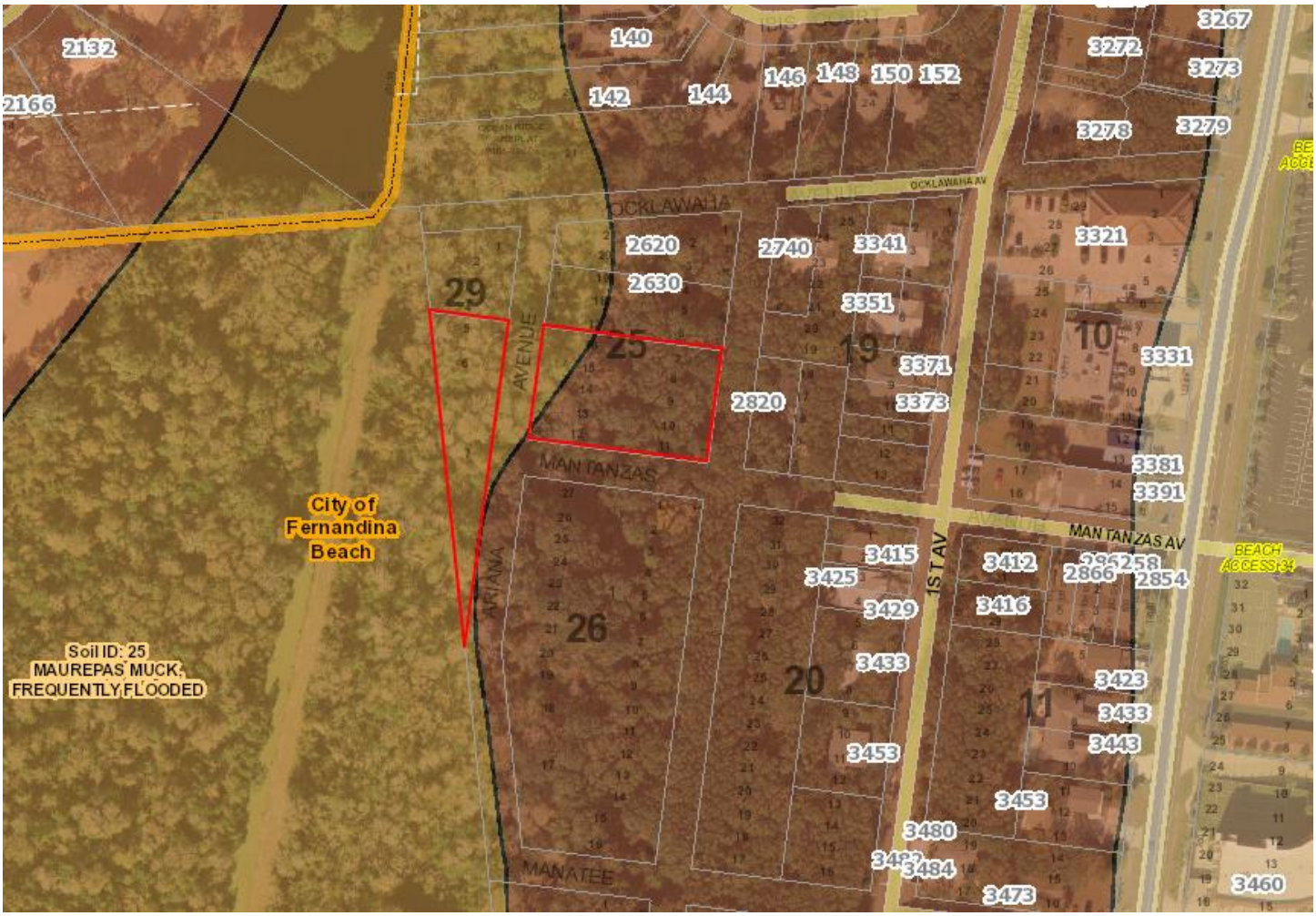
SOILS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OCKLAWAHA
OCKLAWAHA AV
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MANTANZAS
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City of Fernandina Beach
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BEACH ACCESS 34
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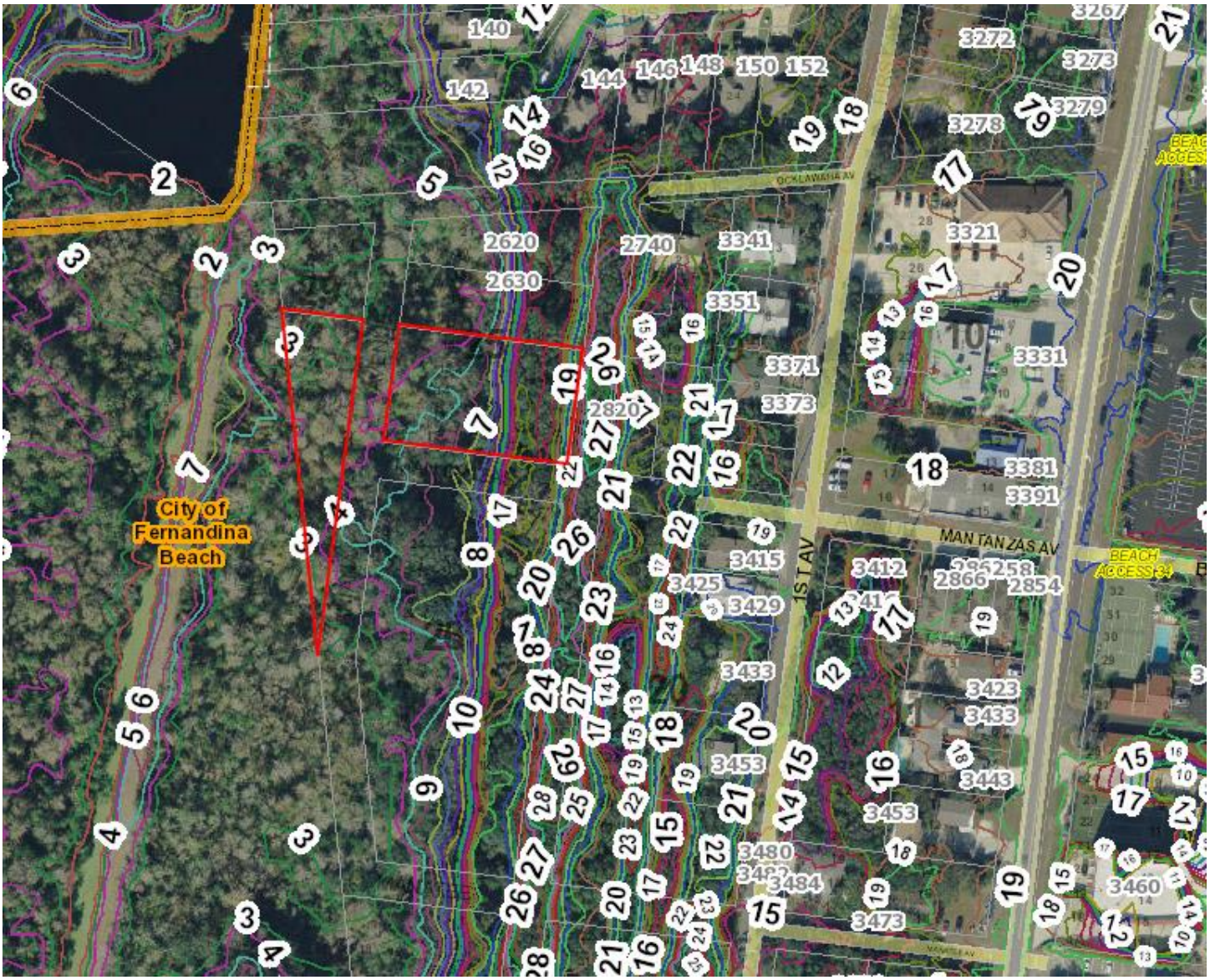
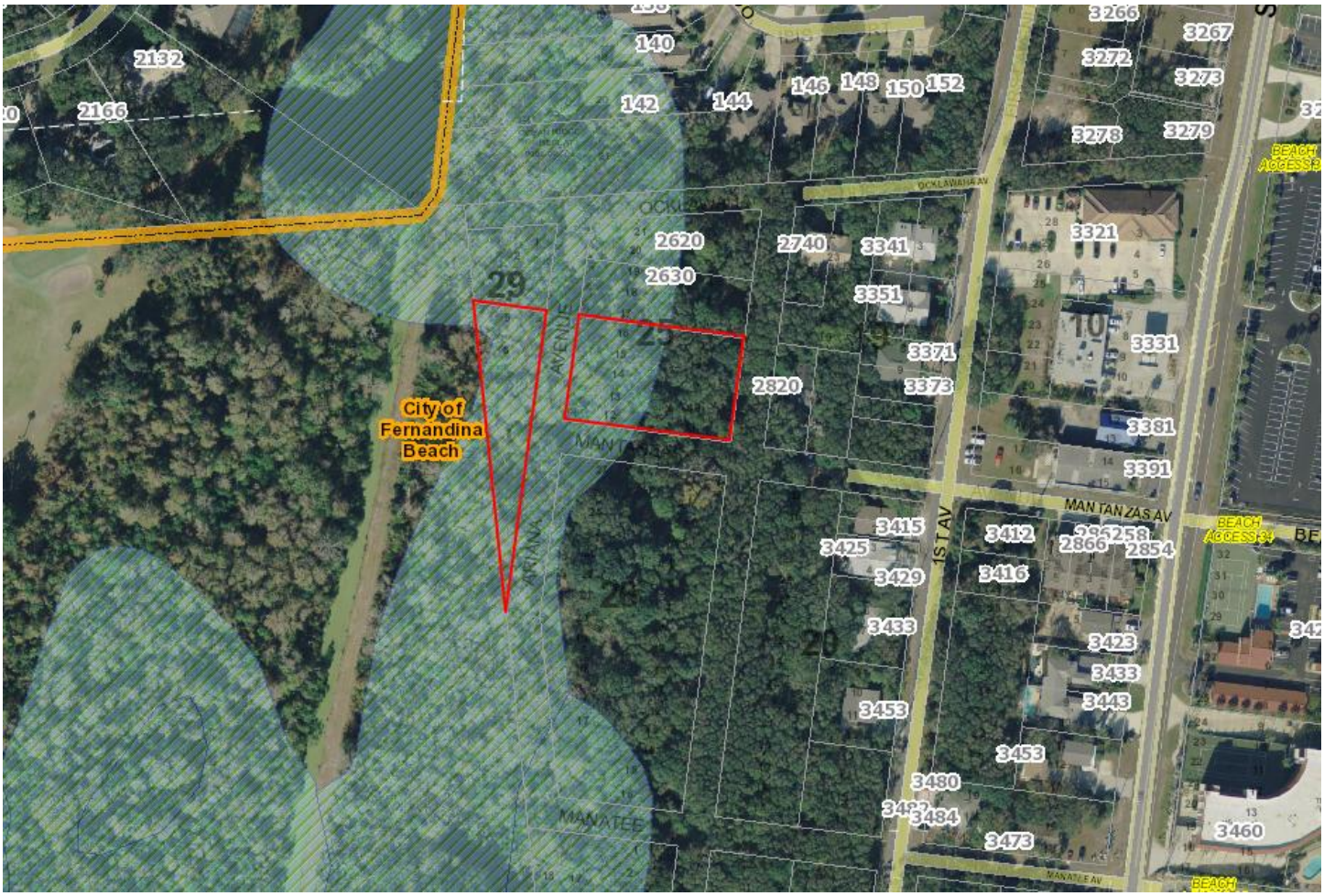
MANATEE
Soil ID: 25
MAUREPAS MUCK,
FREQUENTLY FLOODED

TOPOGRAPHY


City of Fernandina Beach
1ST AV
MANTANZAS AV
OCKLAWAHA AV
BEACH ACCESS 34

WETLANDS


City of Fernandina Beach
MANTANZAS AV
1ST AV
OCKLAWAHA AV
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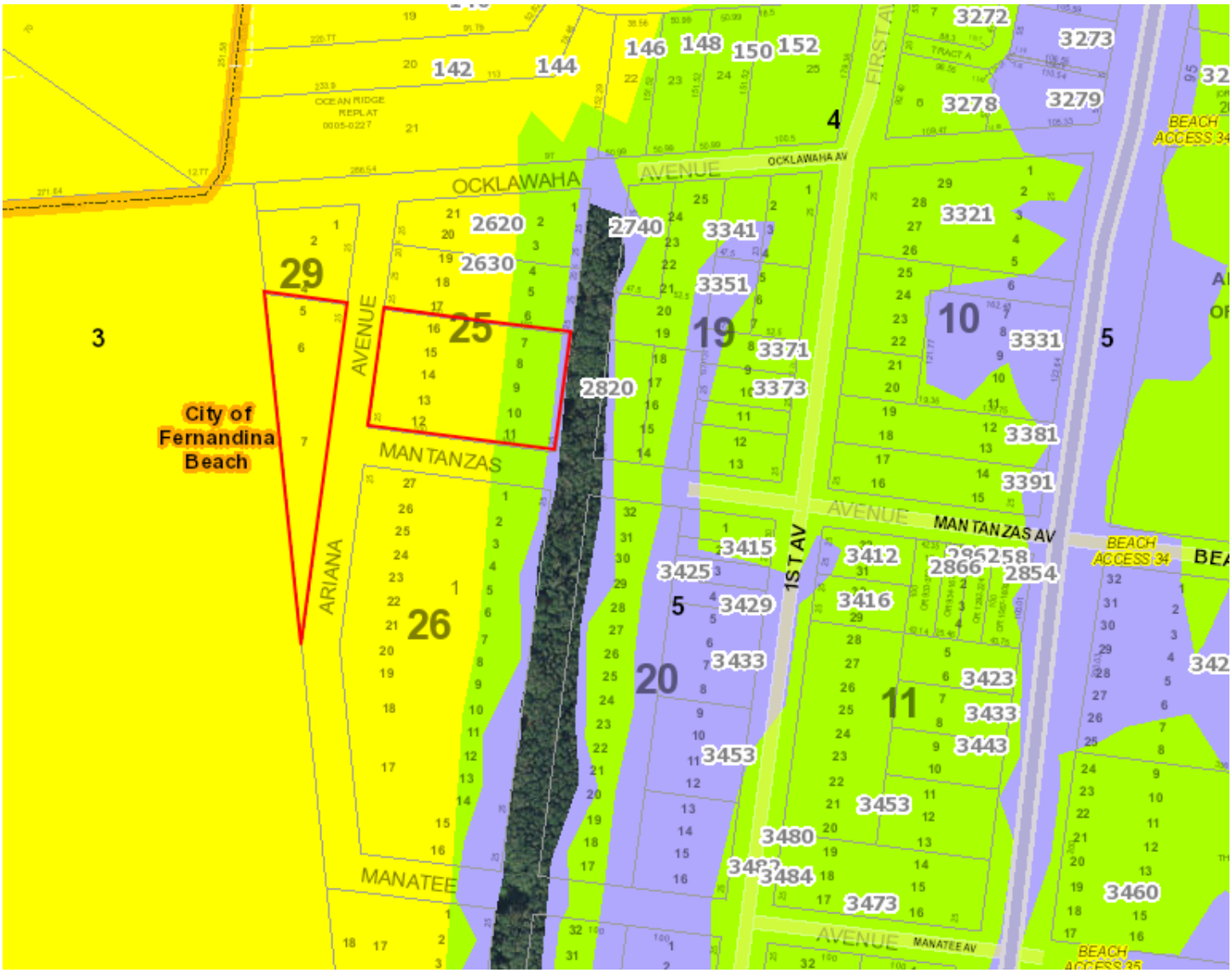
STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

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:

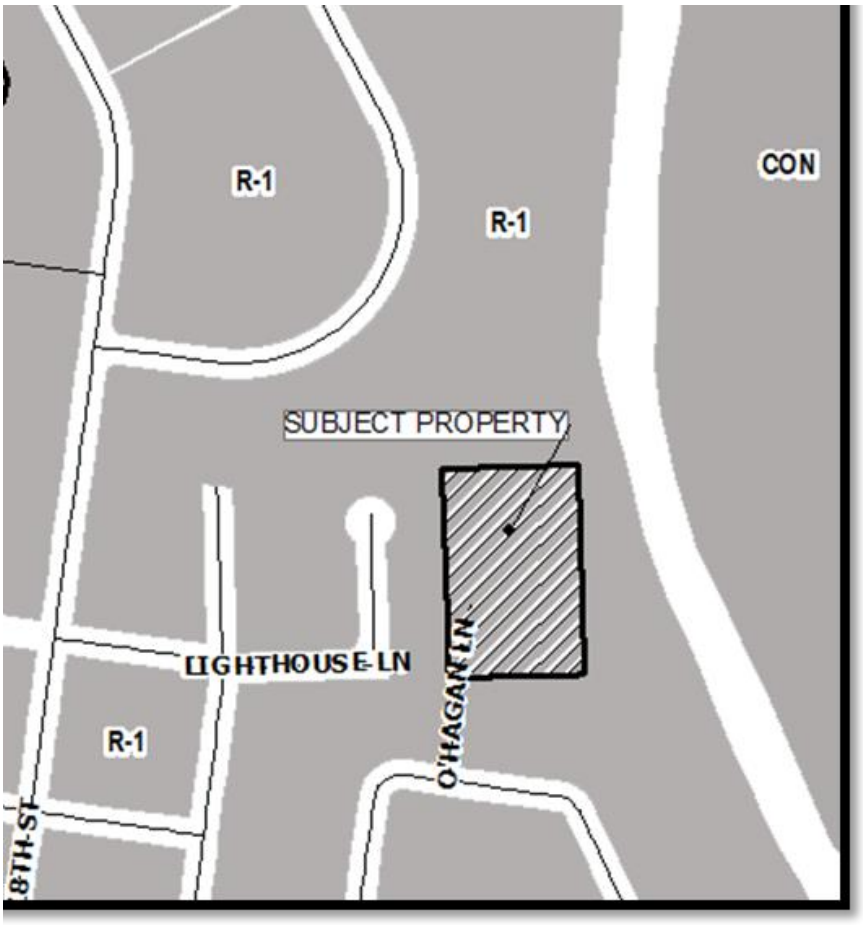
PARCEL ID # AND PROPERTY OWNER:	11-3N-29-0000-0005-0000 CITY OF EERNANDINA BEACH				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change (In accordance with action directed under Ord. 2019-05)				
LOCATION AND DESCRIPTION OF SITE:	Historic 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:	Flood zone	Potential Wetlands	Avg. Topography	Soil Type	Coastal Upland Protection Zone
	AE TO X500	NO	60-2	VARIES	NONE
ADJACENT PROPERTIES:	Direction	Existing Use(s)	Year Built	Zoning	FLUM
	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

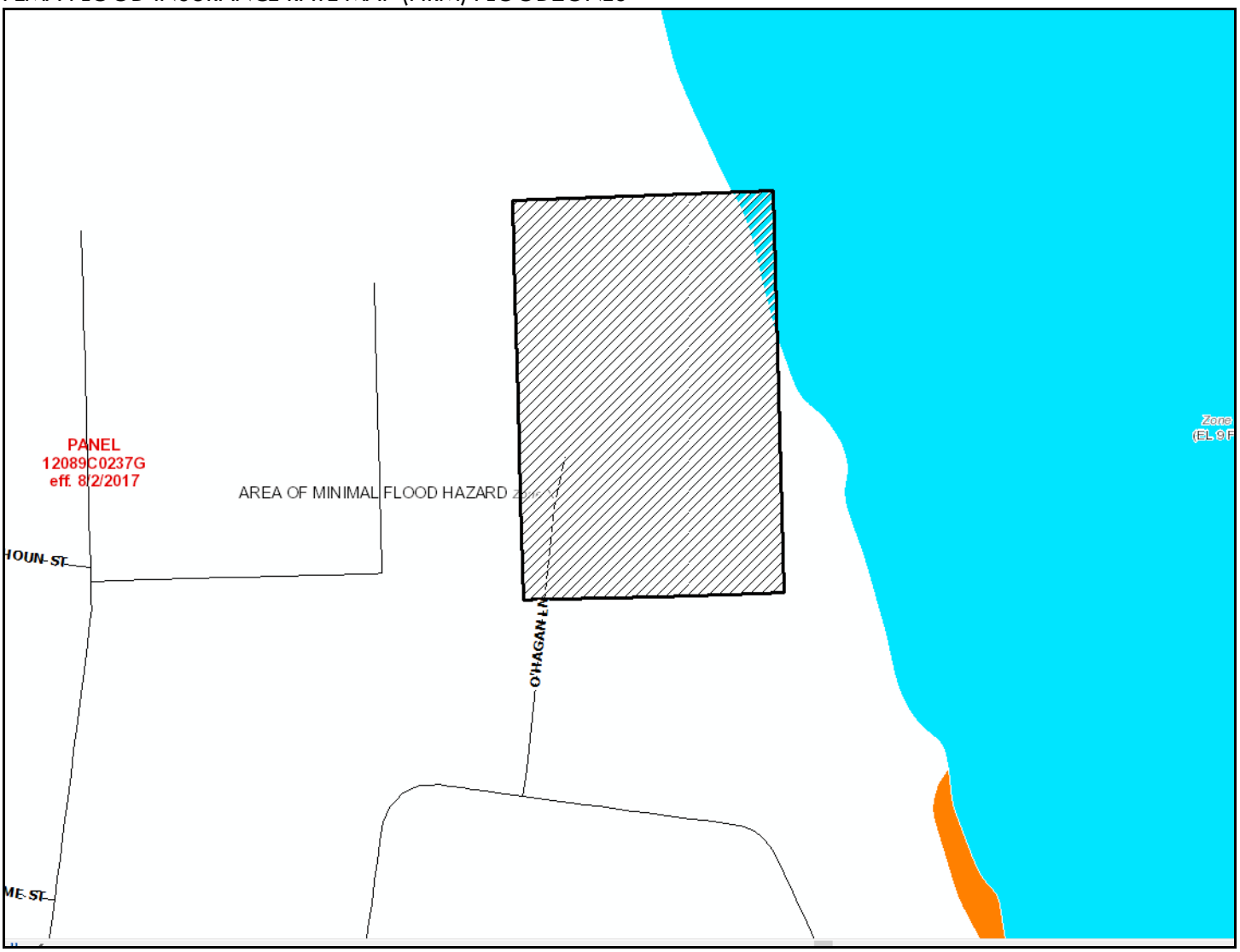
	Reference: www.fbfl.us/Compplan
APPLICABLE LAND DEVELOPMENT CODE SECTIONS:	2.00.03 (Establishment of district boundary); 2.01.19 (REC zoning district); 3.02.06 (Land Uses within Areas of Special Flood Hazard); 3.03.00 (Wetland Protection); 4.05.00 (Landscaping, Buffers, and Tree Protection); 11.01.07 (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.

Kelly N. Gibson, AICP
Director

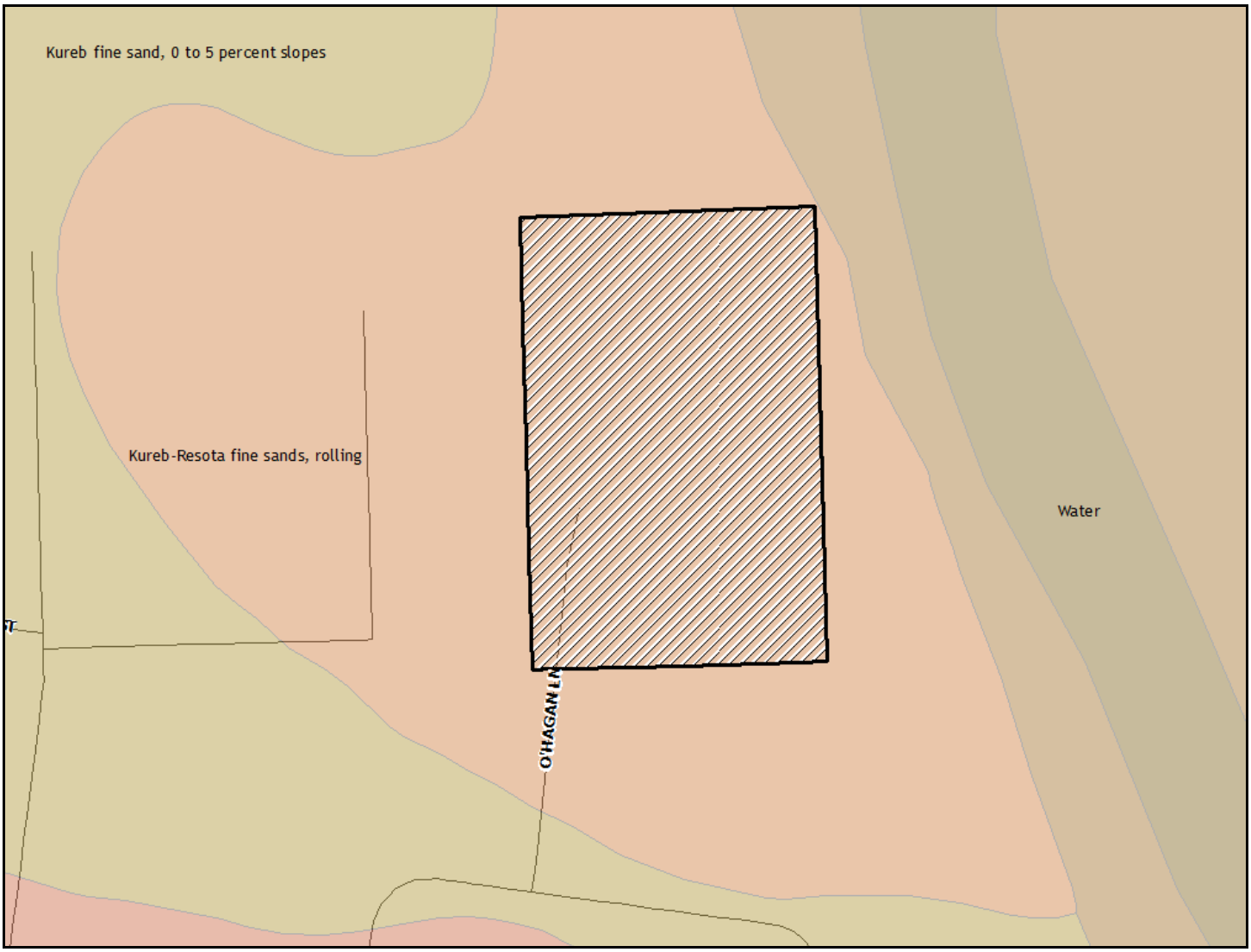
MAP OF PROPERTY BOUNDARIES AND EXISTING LAND USE MAP DESIGNATION (LOW DENSITY RESIDENTIAL -LDR) AND ZONING DISTRICT OF LOW DENSITY RESIDENTIAL (R-1)



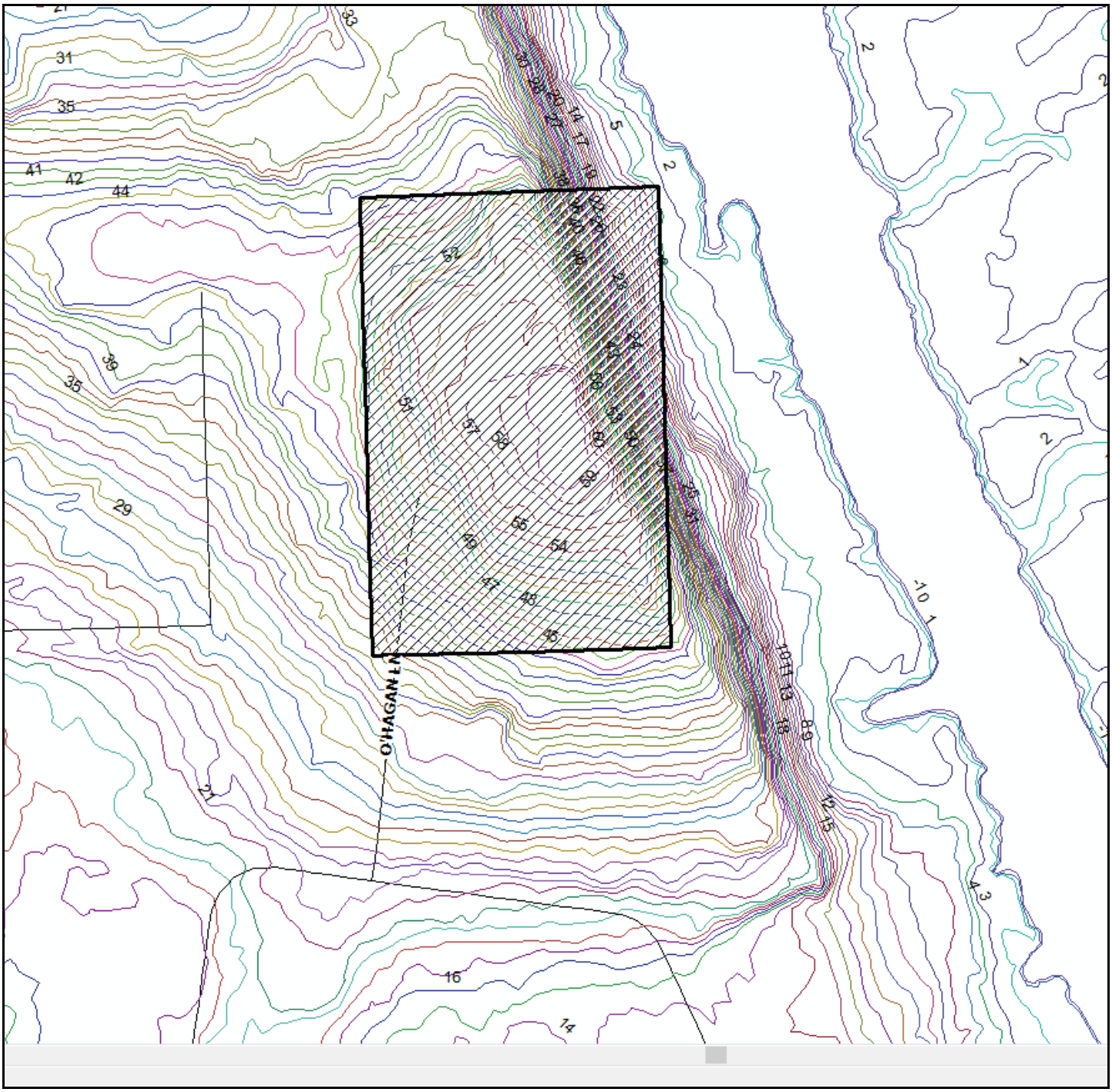
FEMA FLOOD INSURANCE RATE MAP (FIRM) FLOODZONES



SOILS MAP

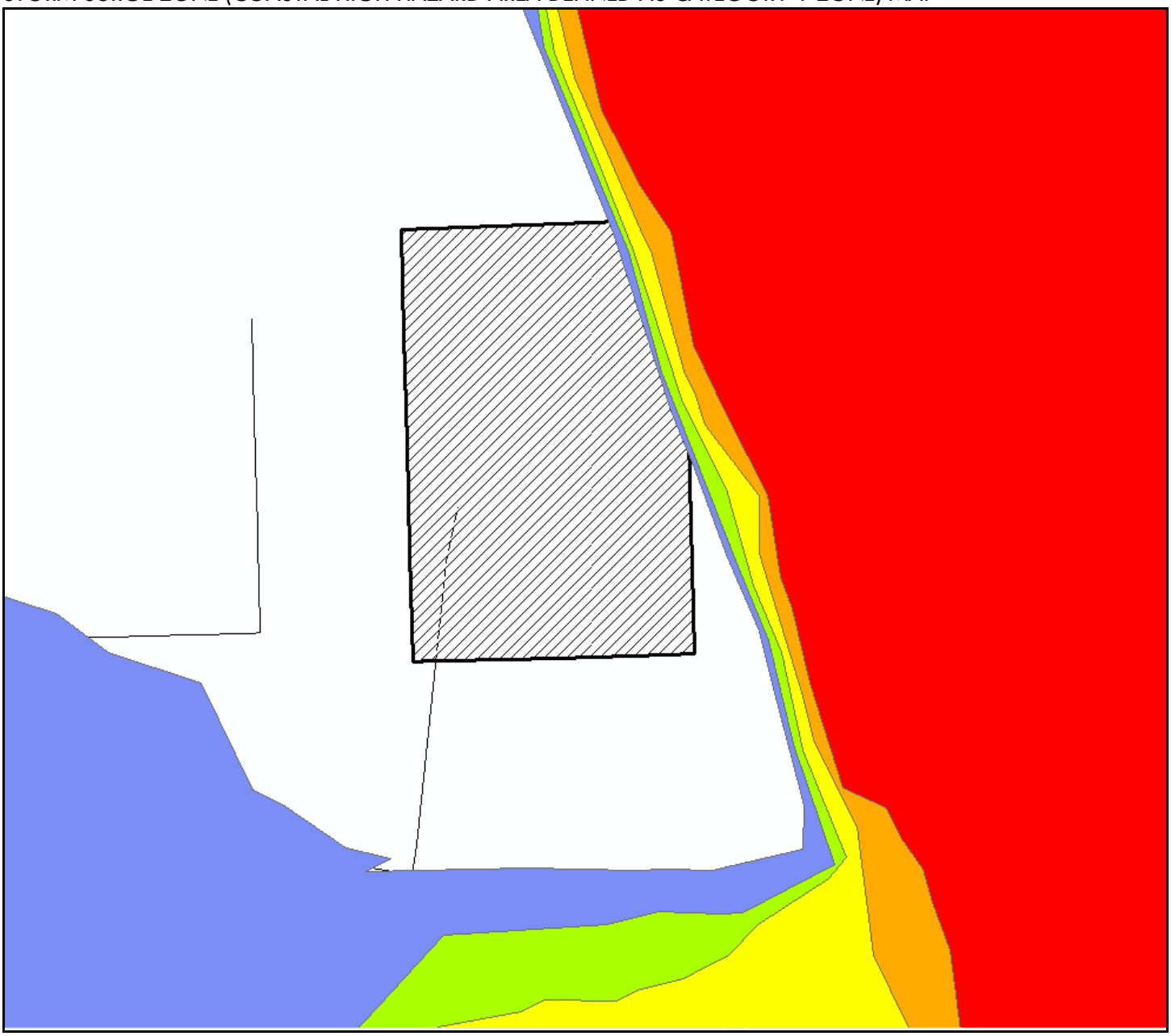

Kureb fine sand, 0 to 5 percent slopes
Kureb-Resota fine sands, rolling
Water
O'HAGAN LN

TOPOGRAPHY MAP



WETLANDS MAP

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 9th & Jasmine				
CURRENT LAND USE + ZONING:	8th ST Mixed Use + MU-8				
PROPOSED LAND USE + ZONING:	Conservation + CON				
EXISTING USES ON SITE:	Vacant				
PROPERTY SIZE:	0.22 Acres				
ENVIRONMENTAL CHARACTERISTICS:	Flood zone	Potential Wetlands	Avg. Topography	Soil Type	Coastal Upland Protection Zone
	X : Not SFHA	No	16'	Echaw Fine Sand	No
ADJACENT PROPERTIES:	Direction	Existing Use(s)	Year Built	Zoning	FLUM
	North	SFH	1935	MU-8	8th St. MU
	South	SFH	1945	MU-8	8th St. MU
	East	Vacant	-	MU-8	8th St. MU
	West	Repair Shop	1975	MU-8	8th 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.

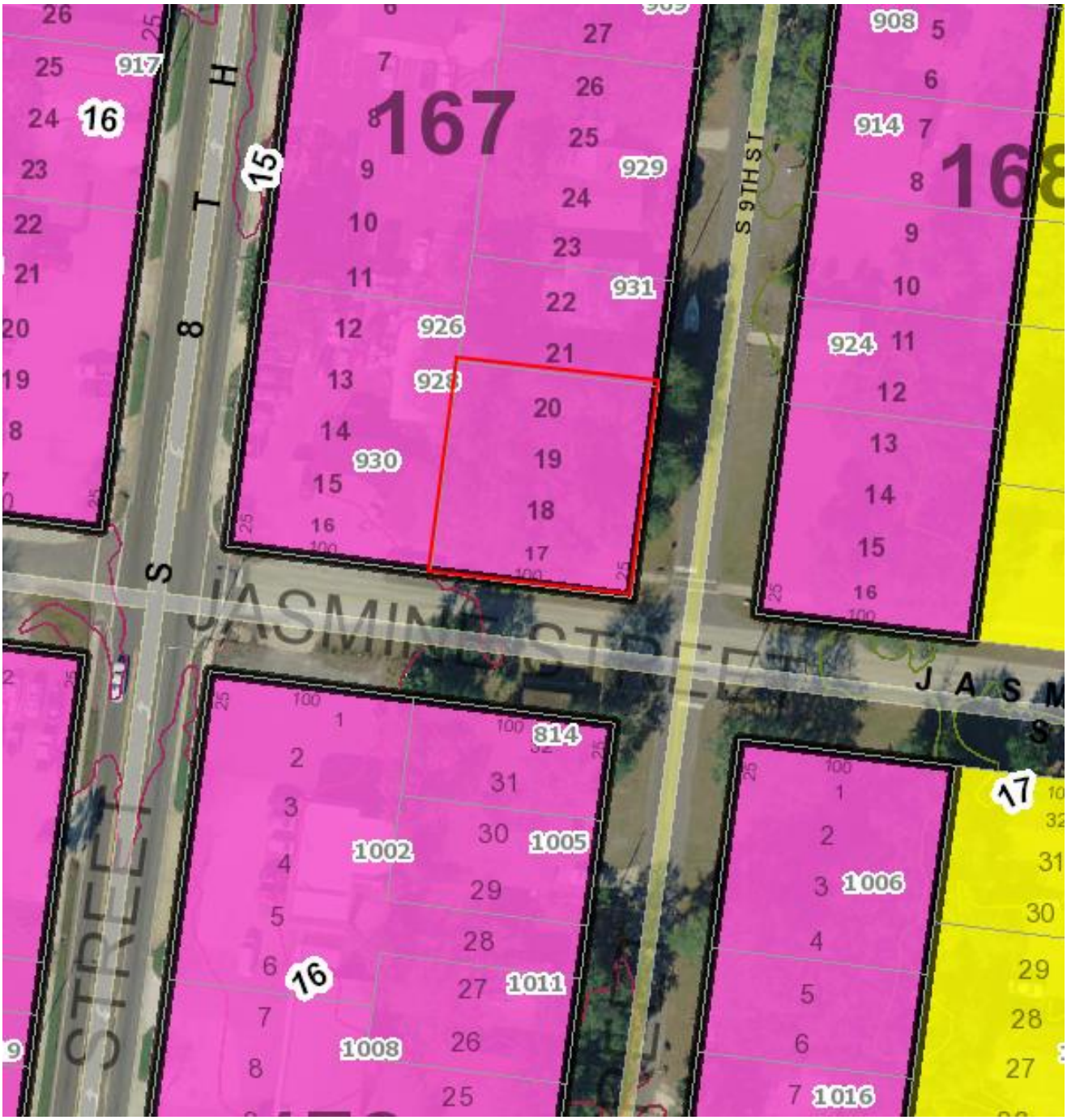
Submitted by:

Kelly N. Gibson, AICP
Director

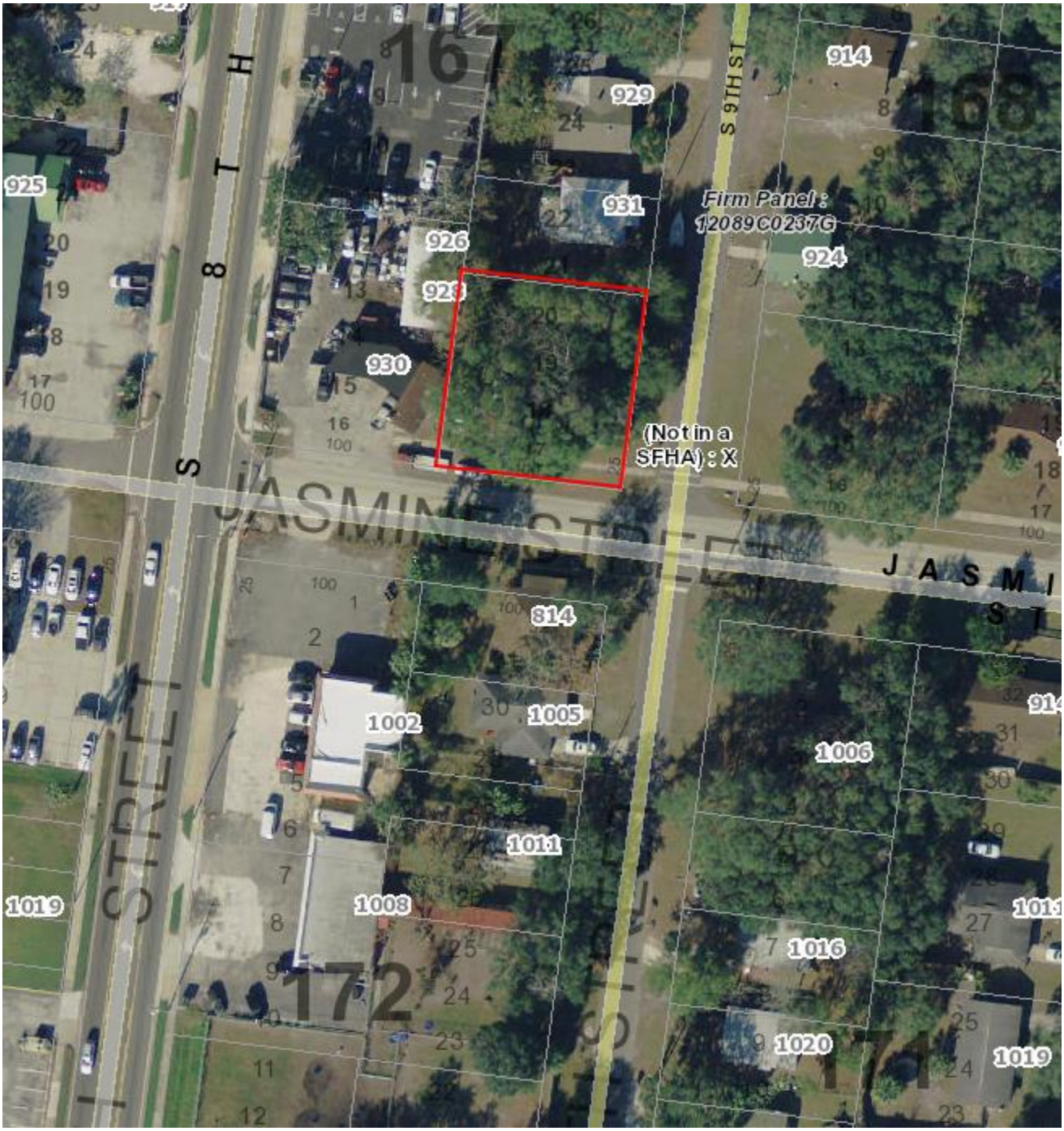
PROPERTY BOUNDARY

STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

CURRENT LAND USE AND ZONING



FLOODZONE – Not a SFHA



SOILS

167
168
172
171
JASMINE STREET
JASMINE ST
S 8TH
S 9TH ST
Soil ID: 4
ECHAW
FINE SAND
909
908
917
914
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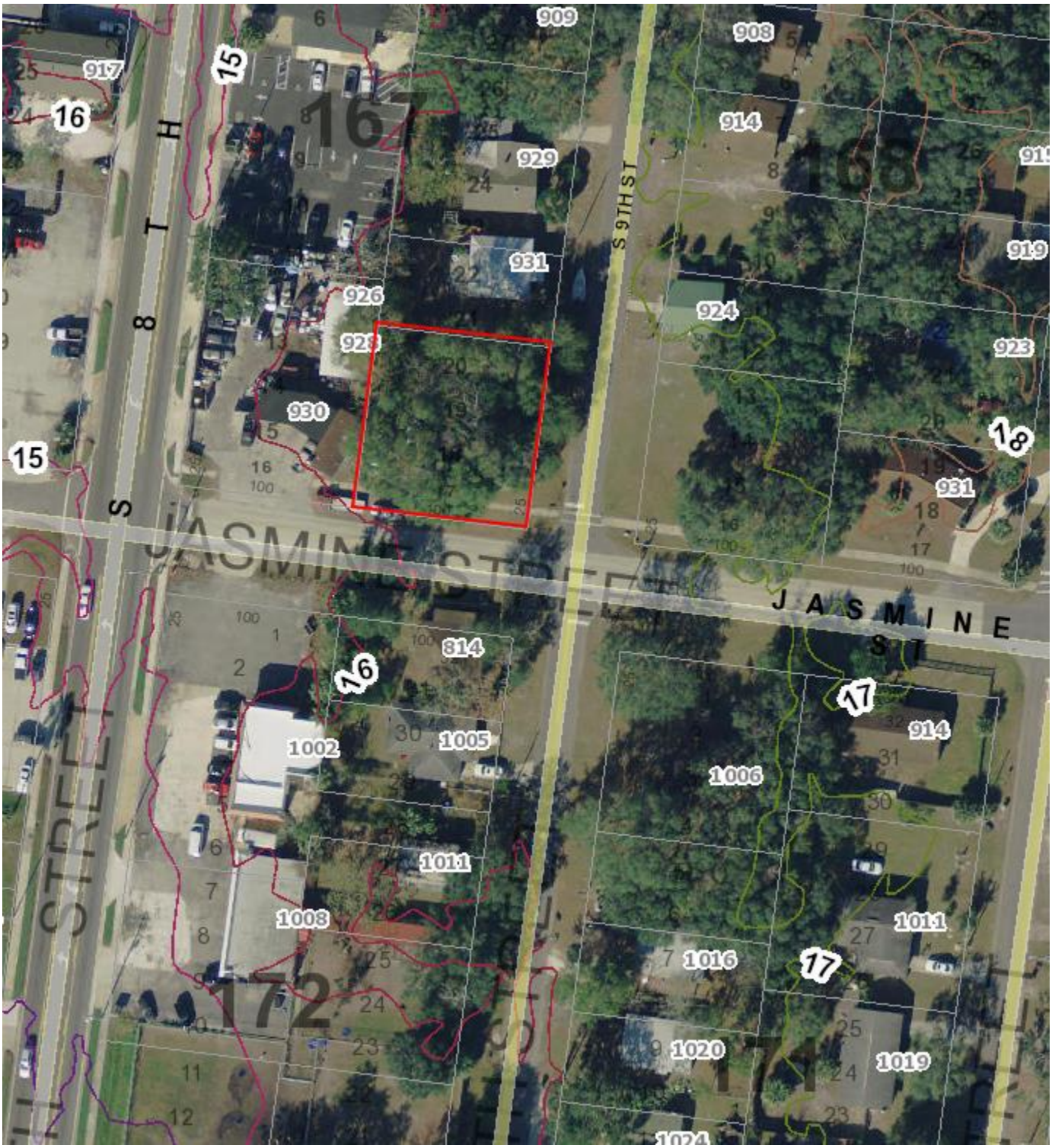
TOPOGRAPHY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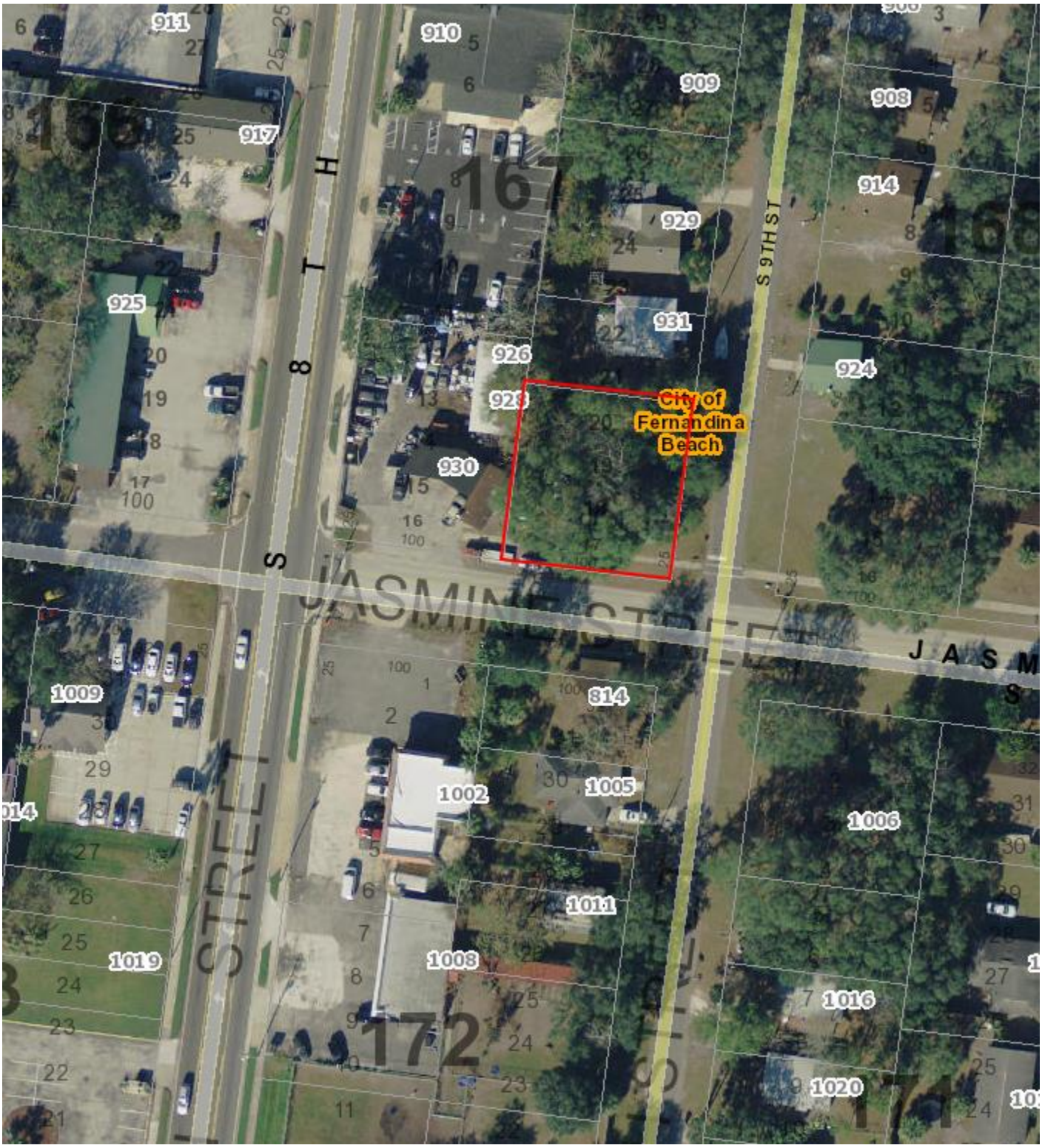
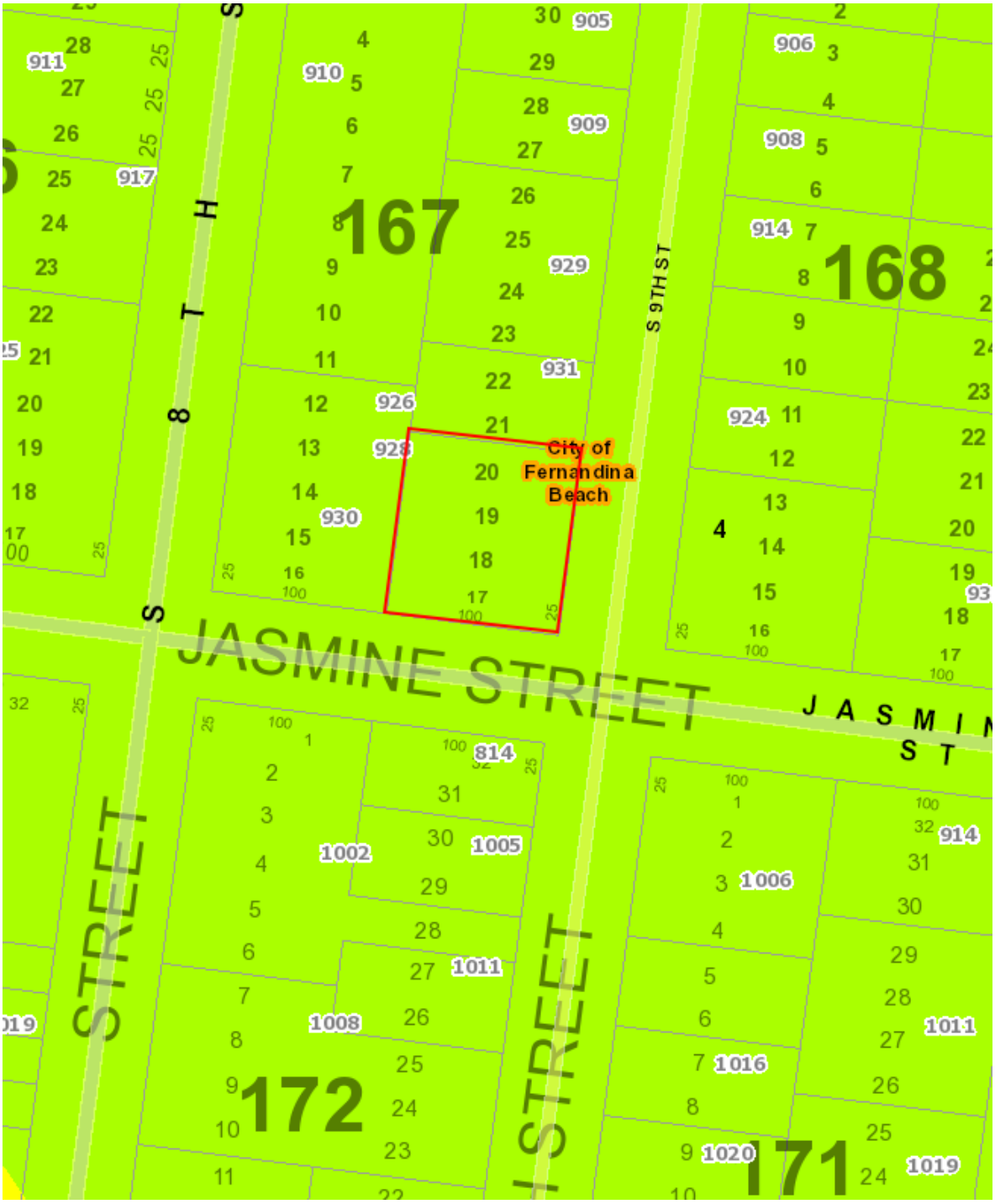
1024
S 8TH ST
S 9TH ST
JASMINE ST
JASMINE ST

WETLANDS – Not applicable.



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:

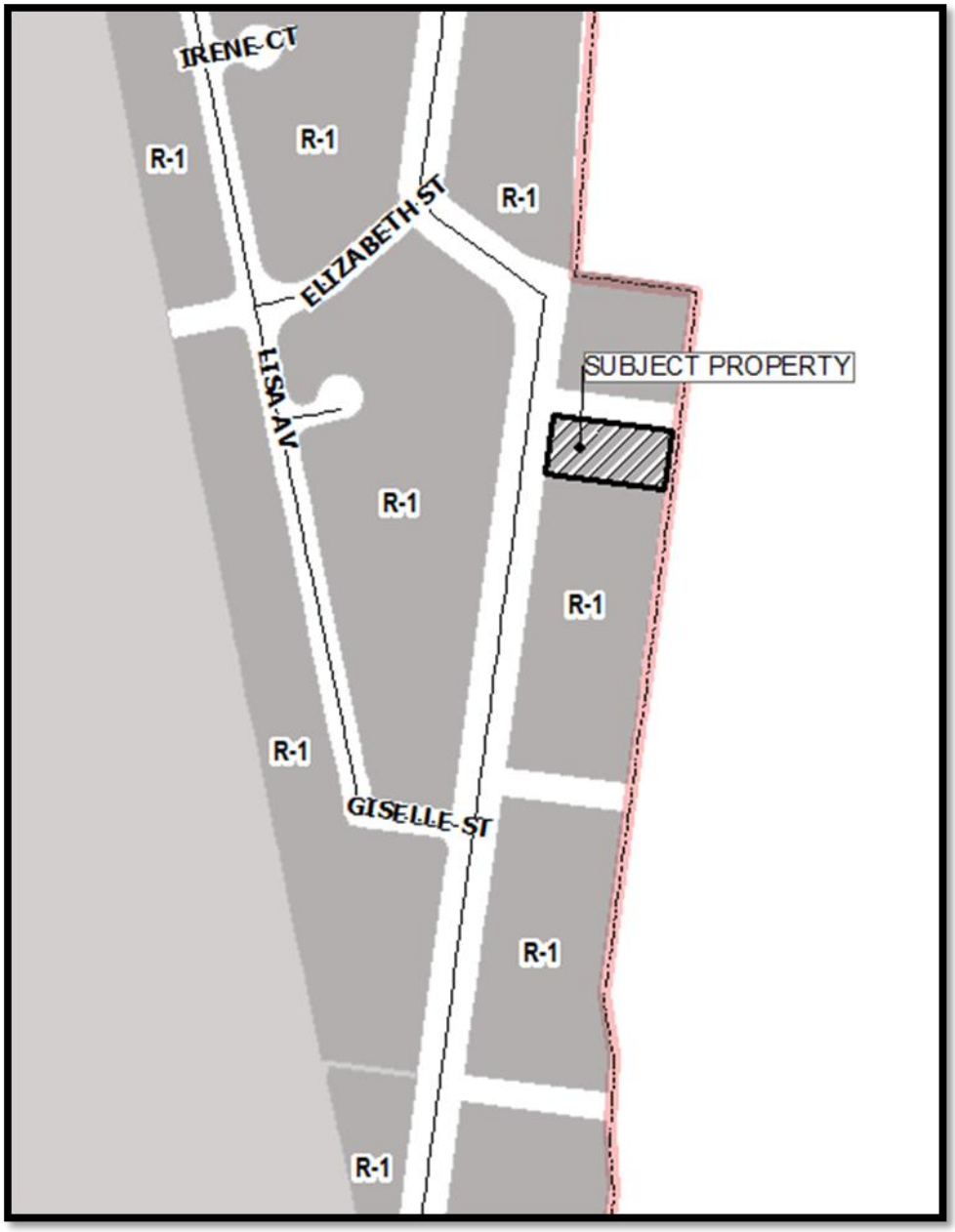
PARCEL ID # AND PROPERTY OWNER:	00-00-31-1400-0003-0060 CITY OF FERNANDINA BEACH				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change (In accordance with action directed under Ord. 2019-05)				
LOCATION AND DESCRIPTION OF SITE:	**Vacant/ 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:	Flood zone	Potential Wetlands	Avg. Topography	Soil Type	Coastal Upland Protection Zone
	AE/VE	YES	-1 to 16	Sand, Beach, Ocean	Yes
ADJACENT PROPERTIES:	Direction	Existing Use(s)	Year Built	Zoning	FLUM
	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.

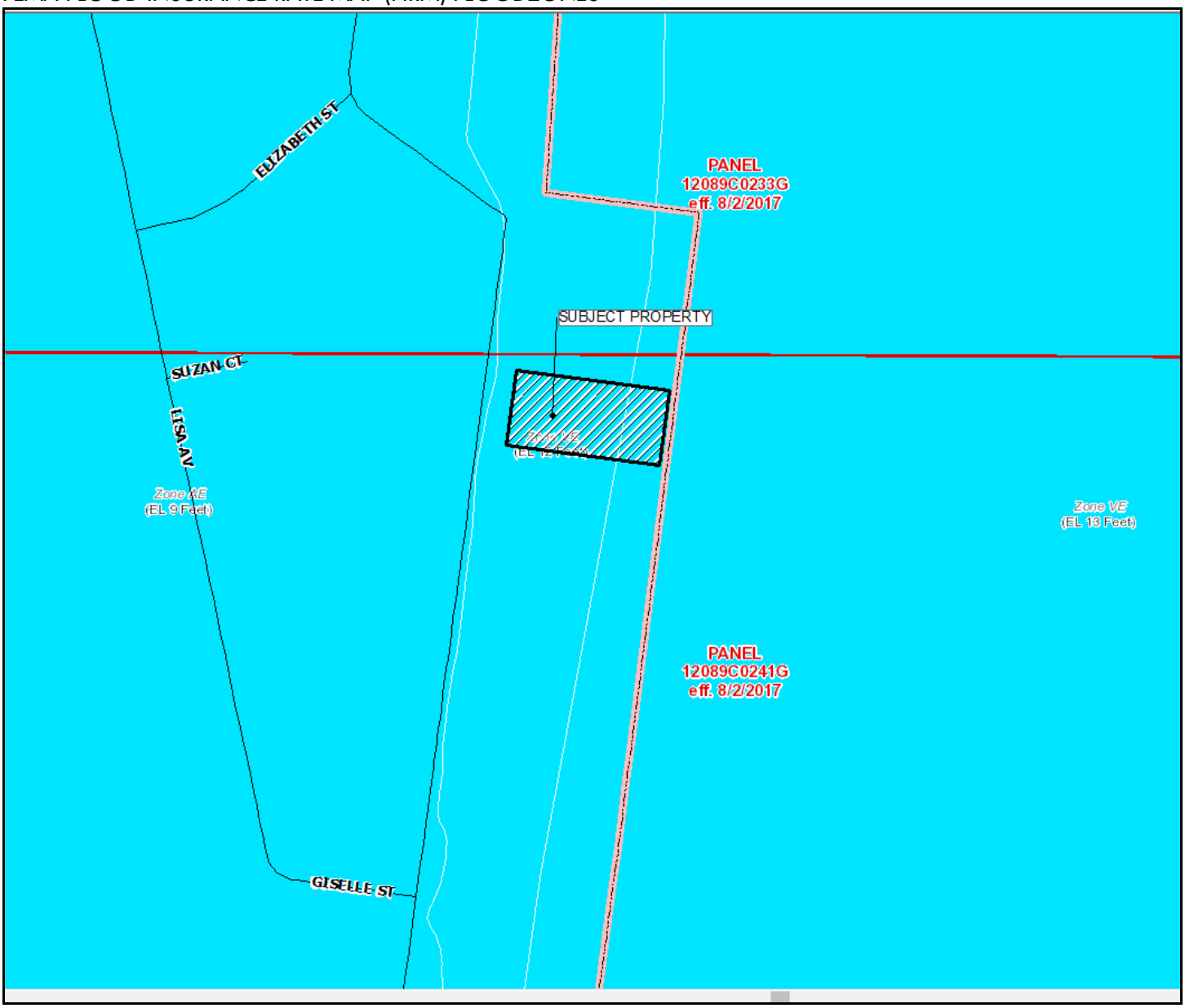
Kelly N. Gibson, AICP
Director

MAP OF PROPERTY BOUNDARIES AND EXISTING LAND USE MAP DESIGNATION (LOW DENSITY RESIDENTIAL -LDR) AND ZONING DISTRICT OF LOW DENSITY RESIDENTIAL (R-1)

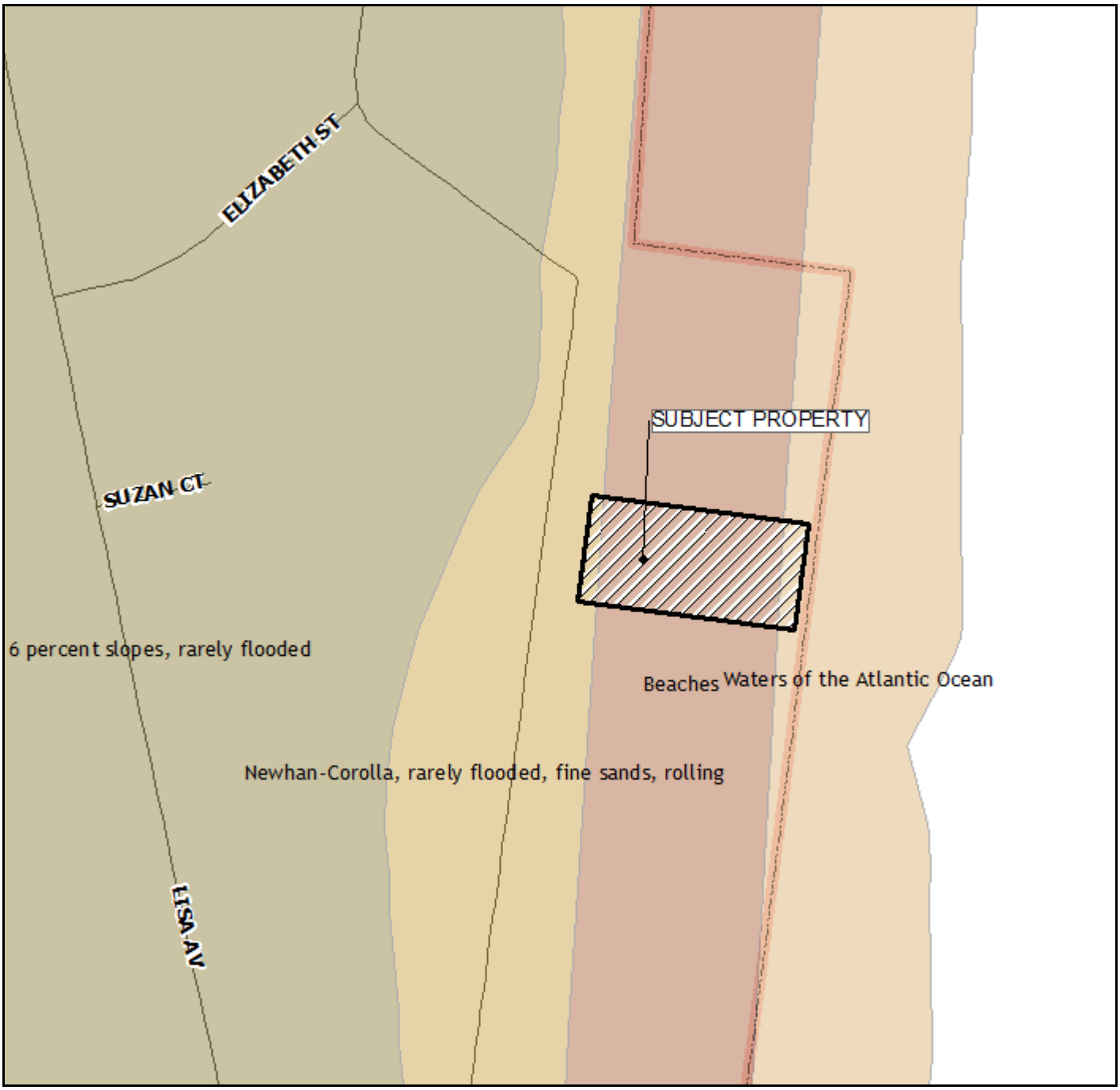


STAFF REPORT
PAB 2019-16 (CITY OWNED PROPERTIES)
Planning Advisory Board Hearing
December 11, 2019

FEMA FLOOD INSURANCE RATE MAP (FIRM) FLOODZONES

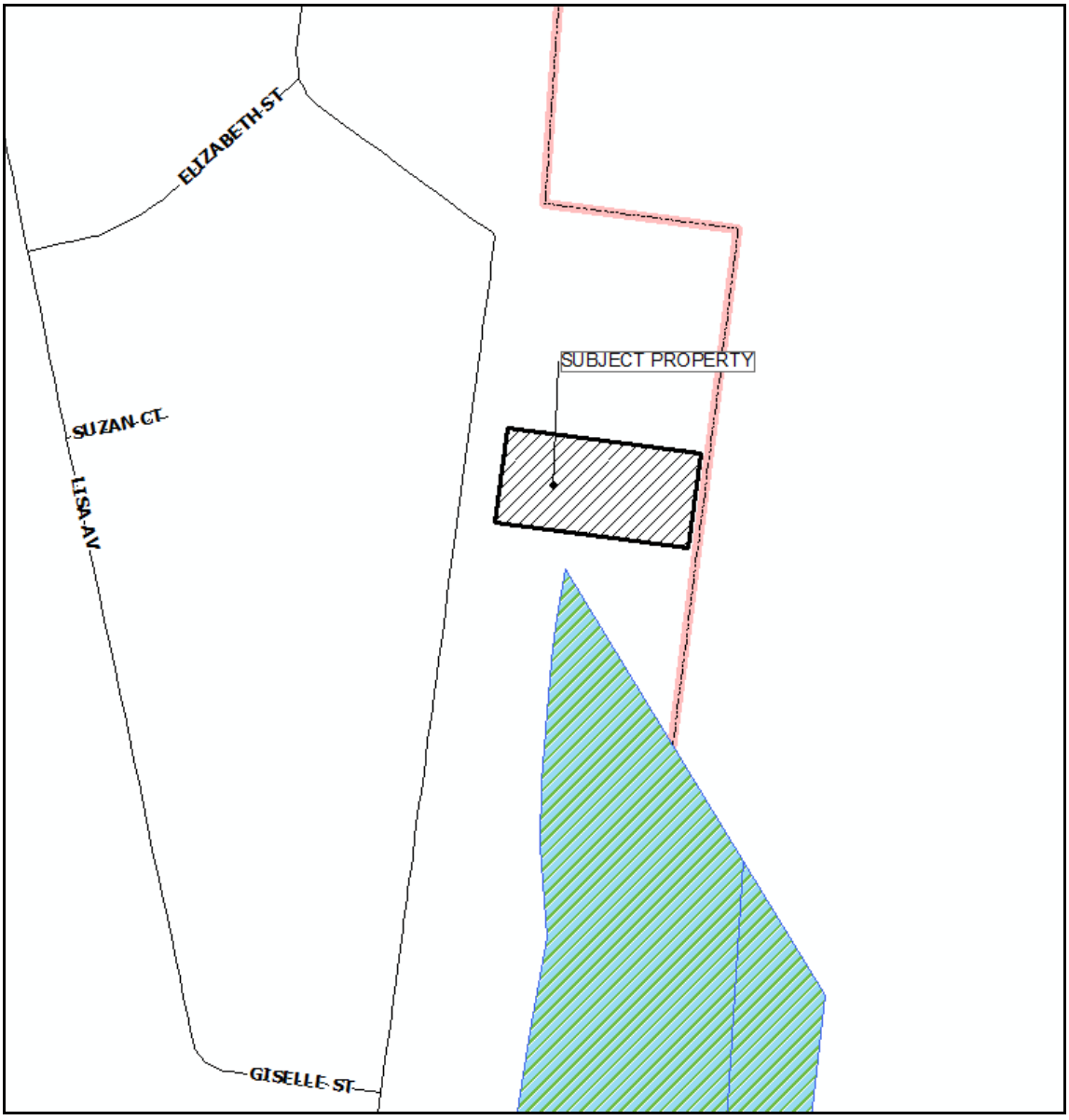


SOILS MAP


ELIZABETH ST
SUBJECT PROPERTY
SUZAN CT
6 percent slopes, rarely flooded
Beaches
Waters of the Atlantic Ocean
Newhan-Corolla, rarely flooded, fine sands, rolling
LISA AV

TOPOGRAPHY MAP

WETLANDS MAP



STORM SURGE ZONE (COASTAL HIGH HAZARD AREA DEFINED AS CATEGORY 1 ZONE) MAP

ELIZABETH ST
SUZAN CT
LISA AV
SUBJECT PROPERTY
1
2
3
4

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:

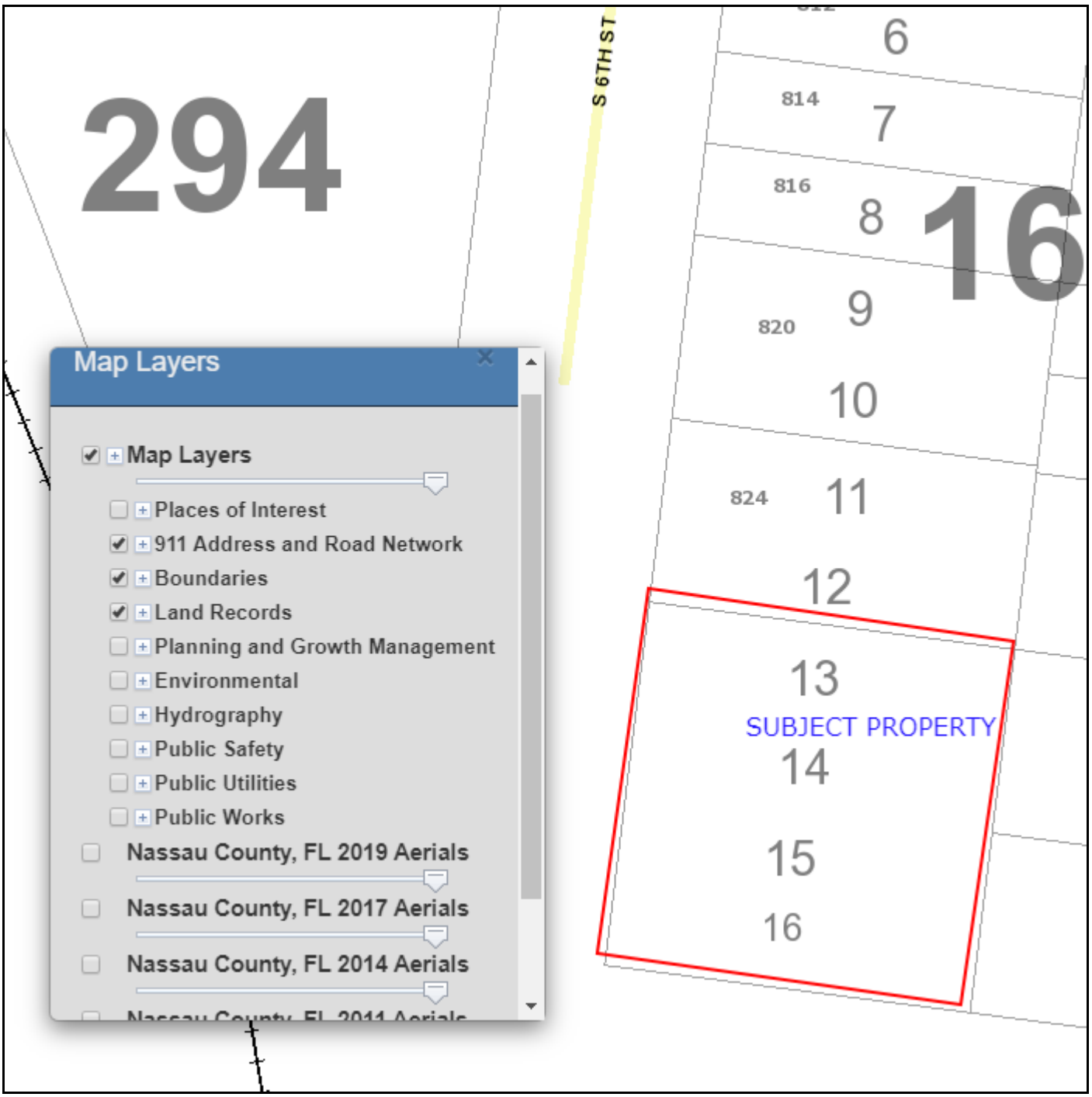
PARCEL ID # AND PROPERTY OWNER:	00-00-31-1800-0161-0130 CITY OF FERNANDINA BEACH				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change (In accordance with action directed under Ord. 2019-05)				
LOCATION AND DESCRIPTION OF SITE:	**S 6th 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:	Flood zone	Potential Wetlands	Avg. Topography	Soil Type	Coastal Upland Protection Zone
	X (not SFHA)	NO	9' to 11'	Fine Sand	NO
ADJACENT PROPERTIES:	Direction	Existing Use(s)	Year Built	Zoning	FLUM
	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				

	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.

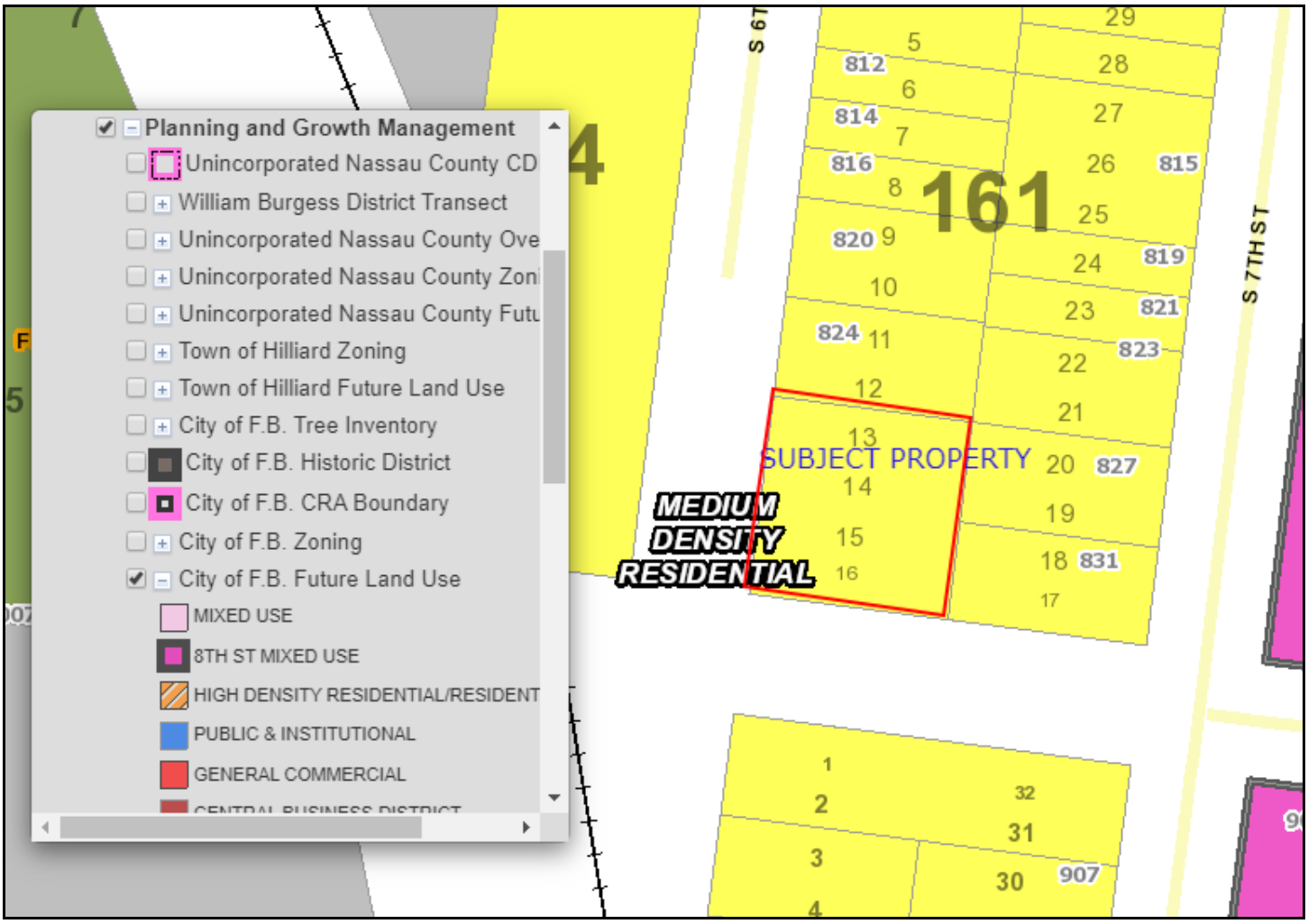
Submitted by:

Kelly N. Gibson, AICP
Director

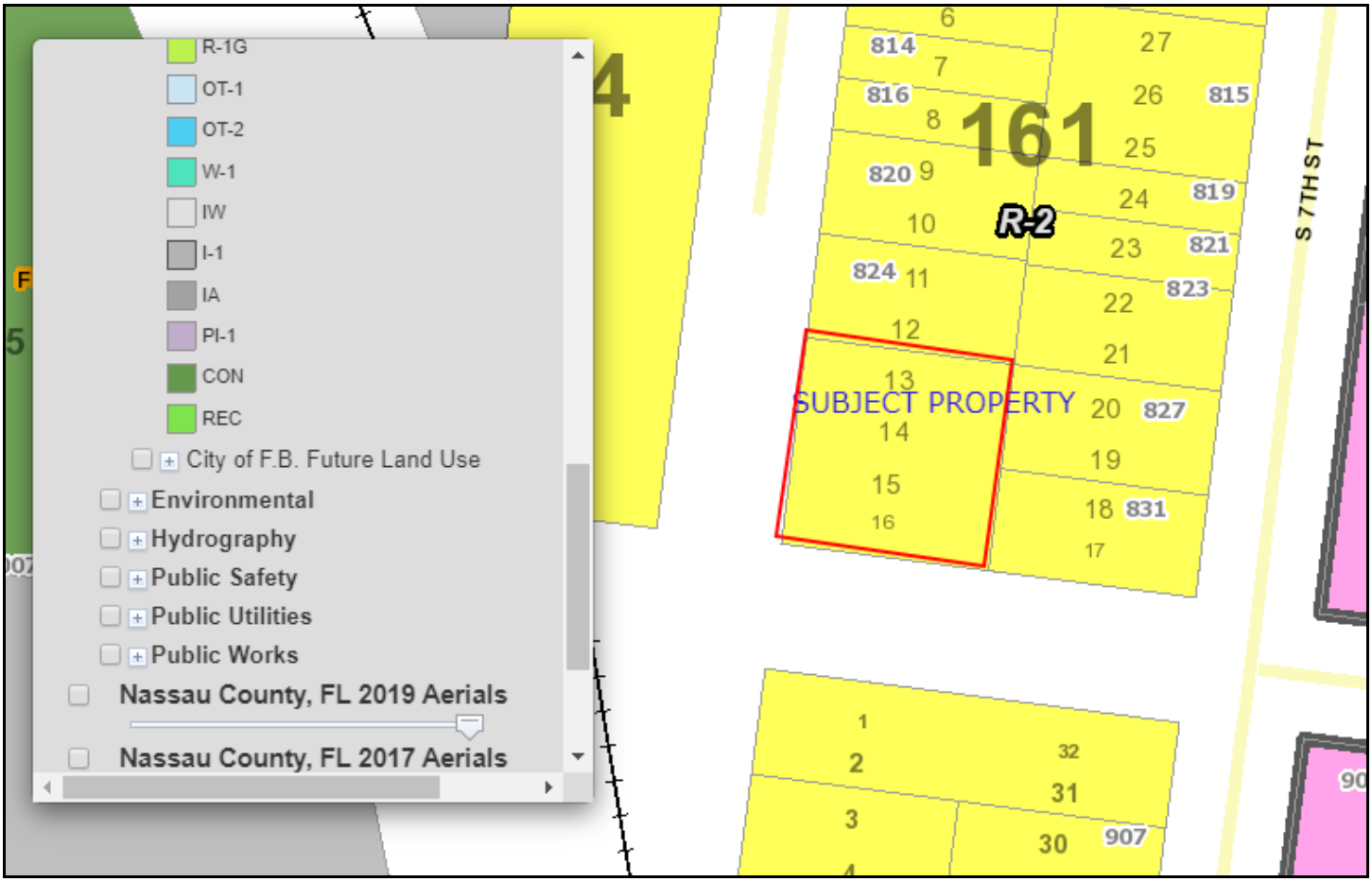
PROPERTY BOUNDARY



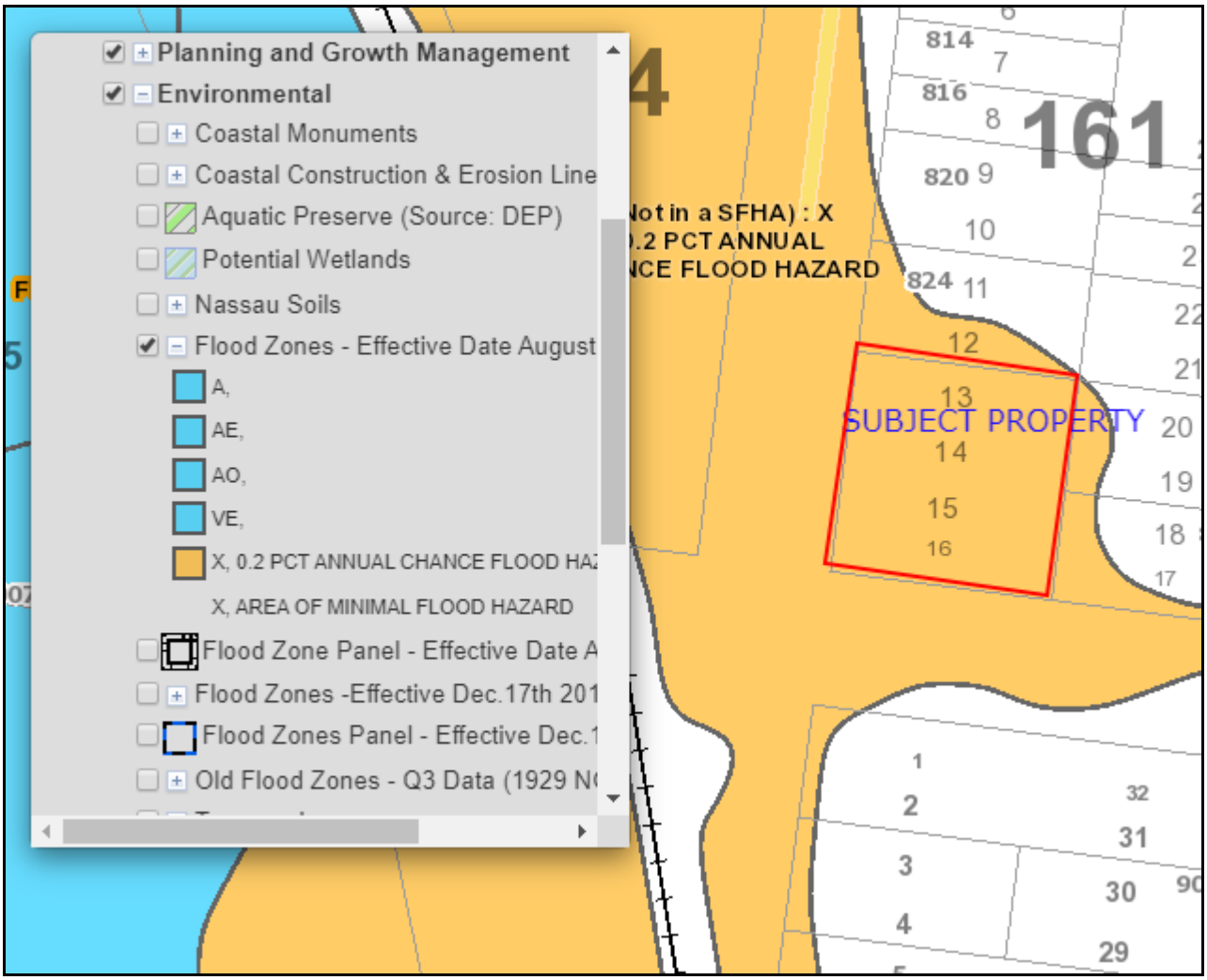
CURRENT LAND USE



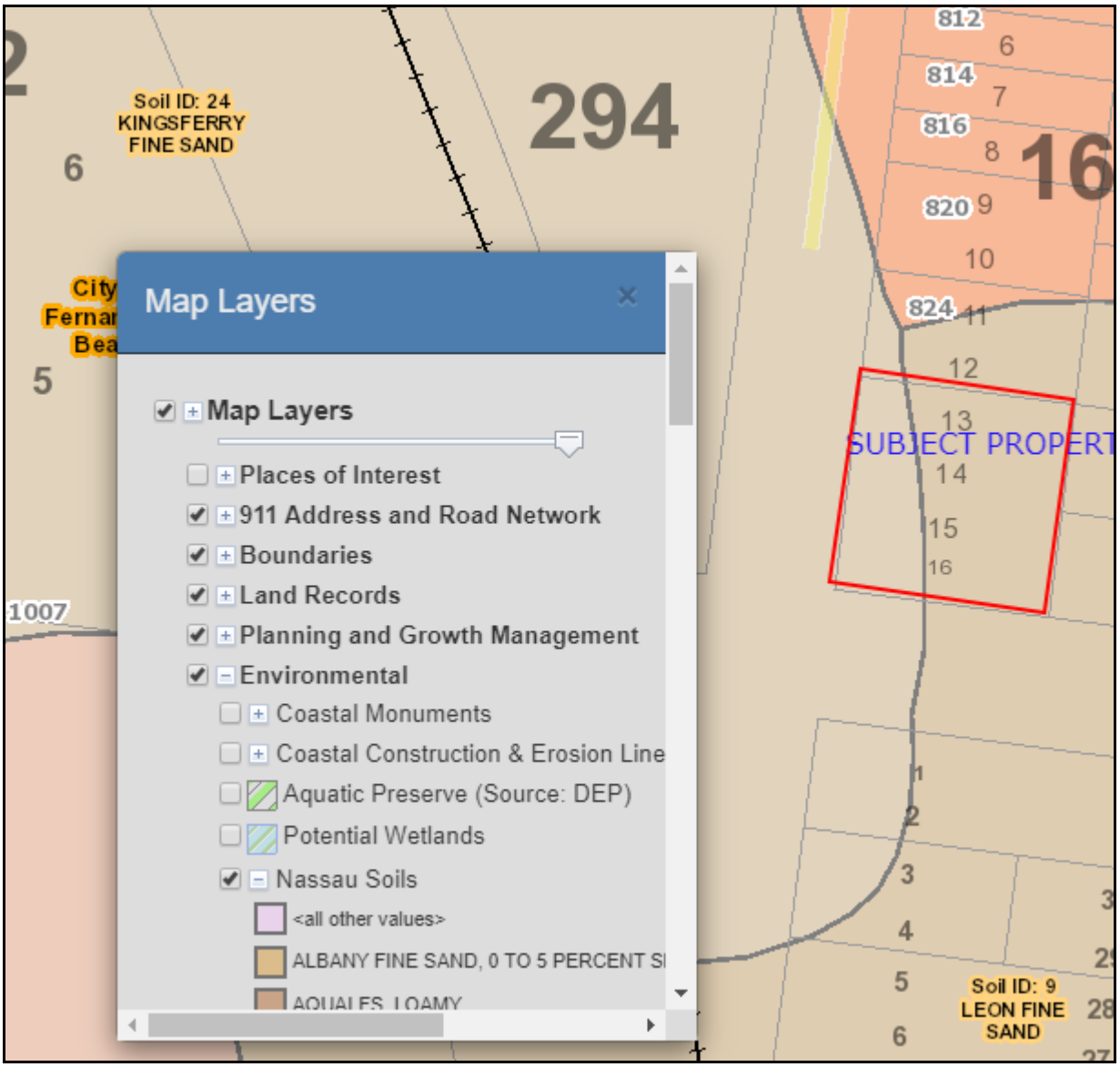
ZONING


R-1G
OT-1
OT-2
W-1
IW
I-1
IA
PI-1
CON
REC
City of F.B. Future Land Use
Environmental
Hydrography
Public Safety
Public Utilities
Public Works
Nassau County, FL 2019 Aerials
Nassau County, FL 2017 Aerials
161
R-2
SUBJECT PROPERTY
S 7TH ST
814
816
820
824
815
819
821
823
827
831
907

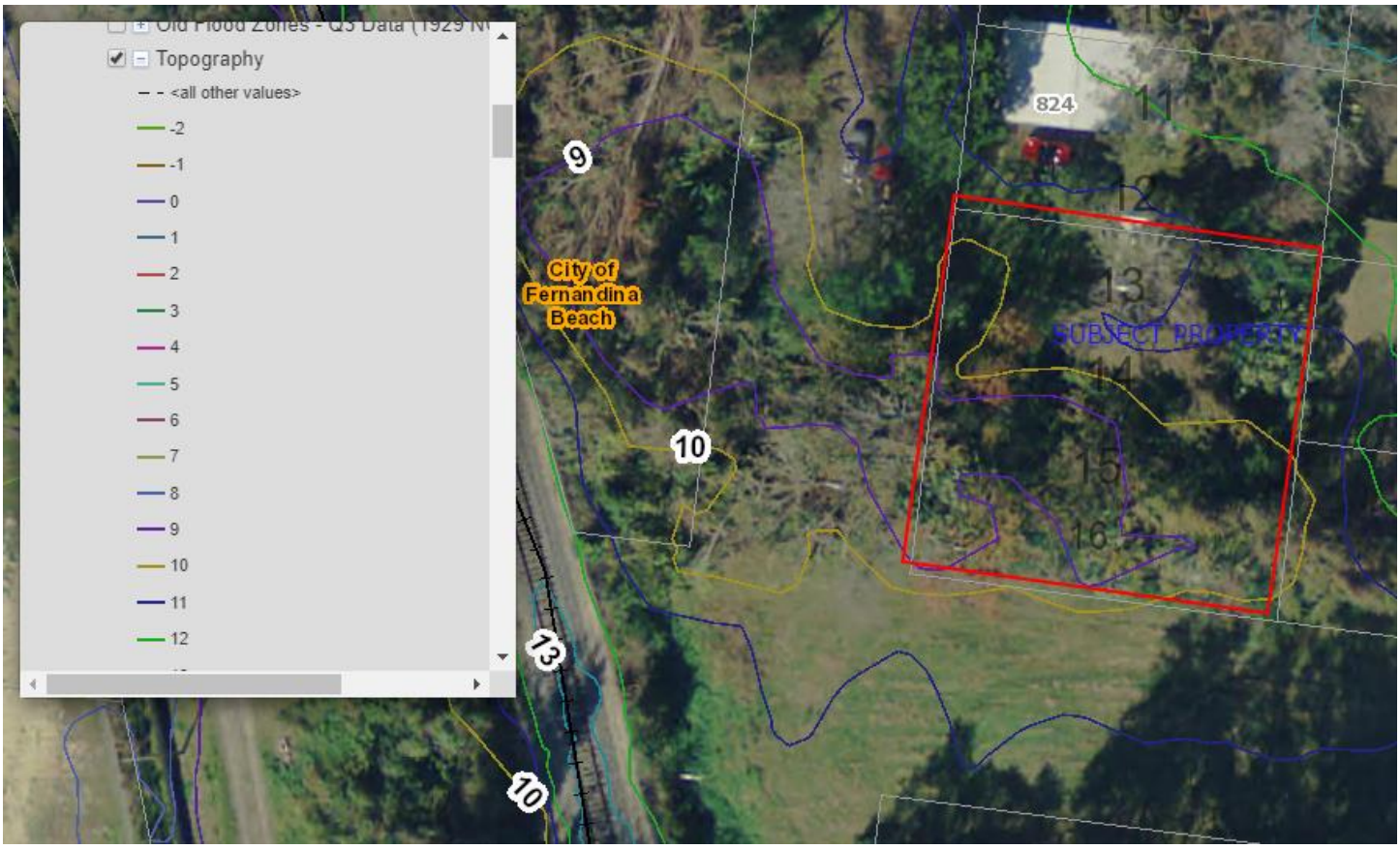
FLOODZONE


Planning and Growth Management
Environmental
Coastal Monuments
Coastal Construction & Erosion Line
Aquatic Preserve (Source: DEP)
Potential Wetlands
Nassau Soils
Flood Zones - Effective Date August
A,
AE,
AO,
VE,
X, 0.2 PCT ANNUAL CHANCE FLOOD HA
X, AREA OF MINIMAL FLOOD HAZARD
Flood Zone Panel - Effective Date A
Flood Zones -Effective Dec.17th 201
Flood Zones Panel - Effective Dec.1
Old Flood Zones - Q3 Data (1929 N
Not in a SFHA) : X
.2 PCT ANNUAL
NCE FLOOD HAZARD
SUBJECT PROPERTY
814
816
820
824
161
12
13
14
15
16
20
19
18
17
1
2
3
4
32
31
30
29

SOILS


Soil ID: 24
KINGSFERRY
FINE SAND
294
16
812
814
816
820
824
SUBJECT PROPERT
1007
Soil ID: 9
LEON FINE
SAND
Map Layers
Map Layers
Places of Interest
911 Address and Road Network
Boundaries
Land Records
Planning and Growth Management
Environmental
Coastal Monuments
Coastal Construction & Erosion Line
Aquatic Preserve (Source: DEP)
Potential Wetlands
Nassau Soils
<all other values>
ALBANY FINE SAND, 0 TO 5 PERCENT SI
AQUALFS, LOAMY

TOPOGRAPHY


Topography
<all other values>
-2
-1
0
1
2
3
4
5
6
7
8
9
10
11
12
City of Fernandina Beach
SUBJECT PROPERTY
824
9
10
13
10
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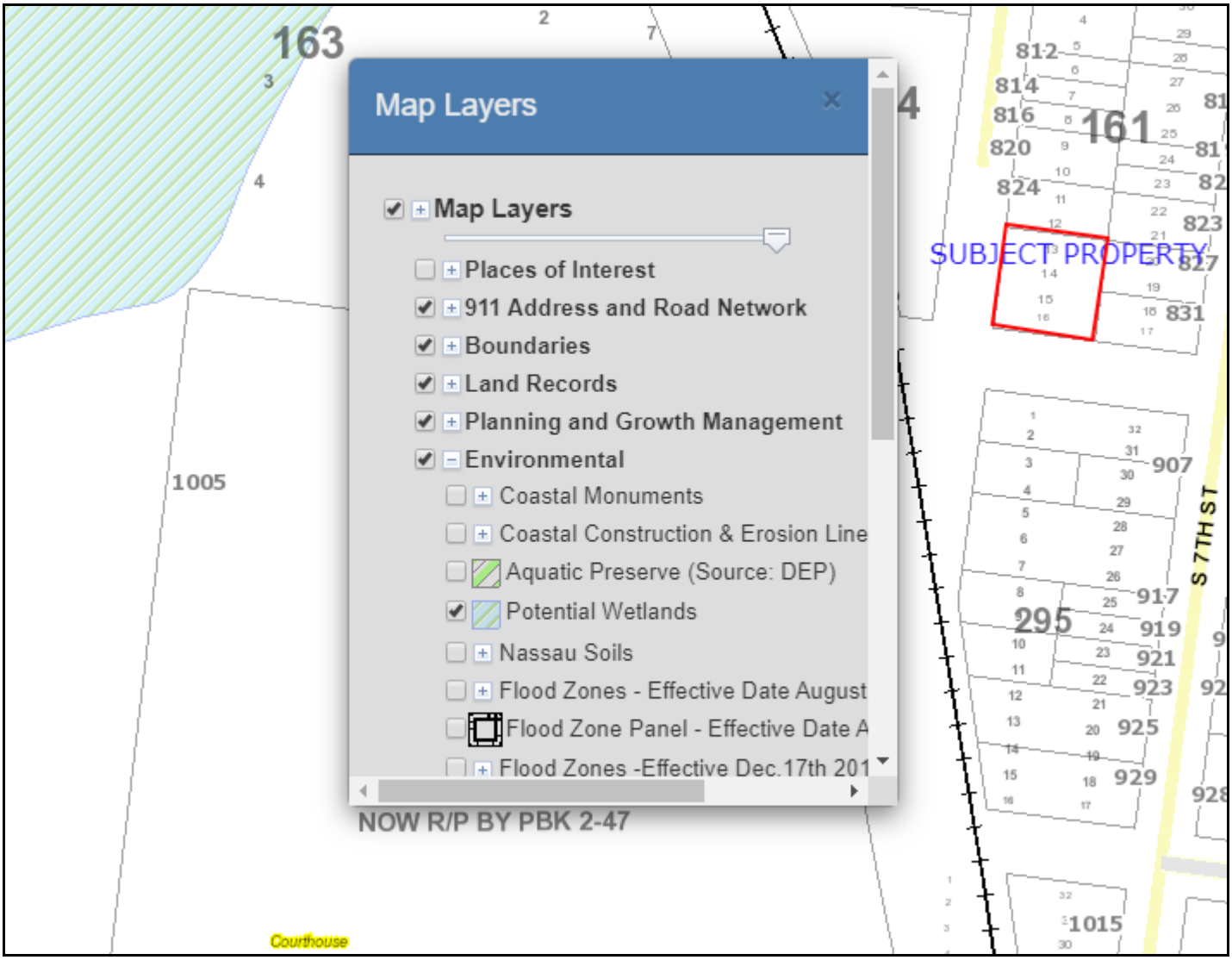
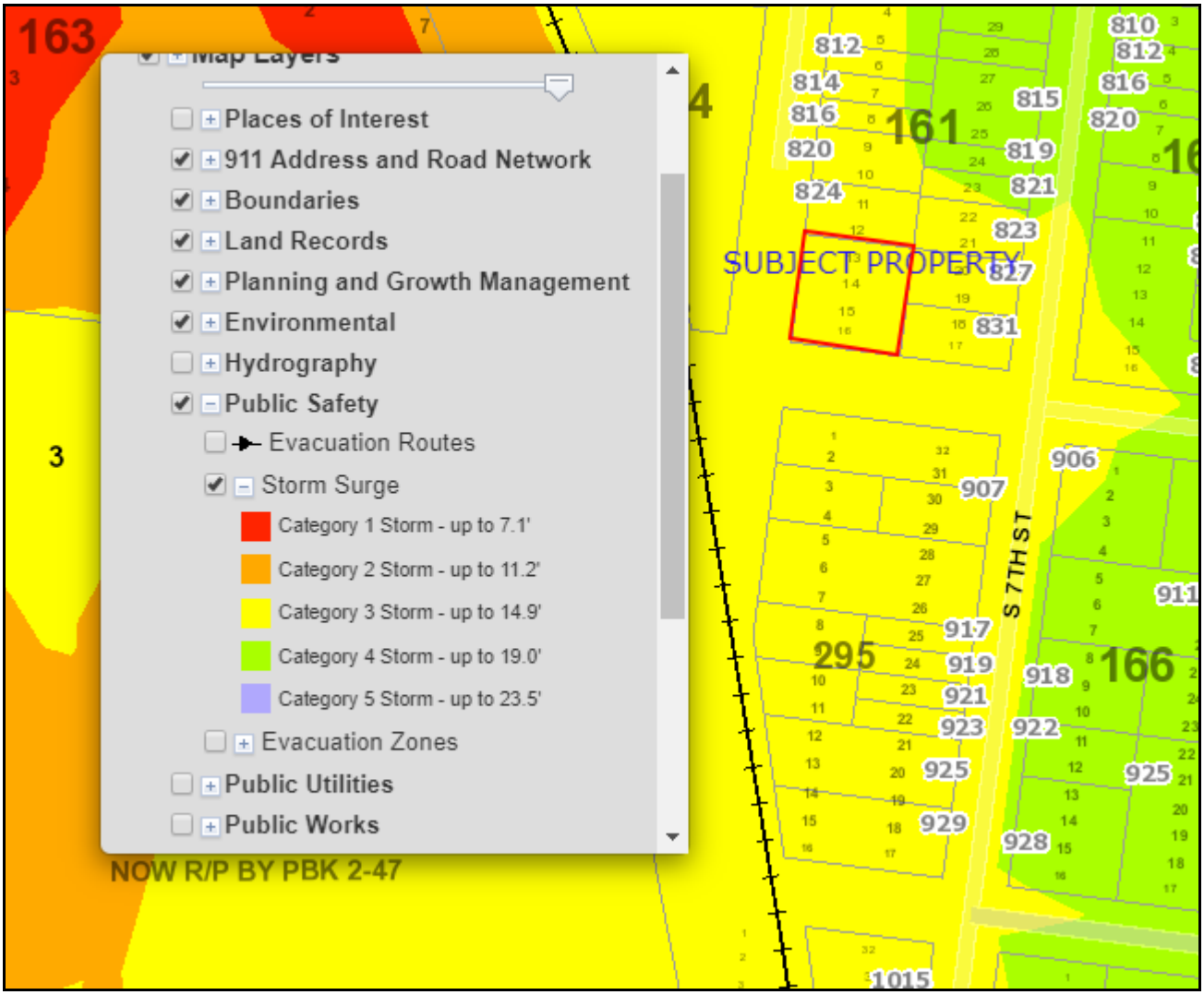
14
15
16

WETLANDS


Map Layers
Map Layers
Places of Interest
911 Address and Road Network
Boundaries
Land Records
Planning and Growth Management
Environmental
Coastal Monuments
Coastal Construction & Erosion Line
Aquatic Preserve (Source: DEP)
Potential Wetlands
Nassau Soils
Flood Zones - Effective Date August
Flood Zone Panel - Effective Date A
Flood Zones -Effective Dec.17th 201
SUBJECT PROPERTY
NOW R/P BY PBK 2-47
S 7TH ST
Courthouse
163
161
295
1005
907
917
919
921
923
925
929
1015
812
814
816
820
824
823
827
831

STORM SURGE ZONE (COASTAL HIGH HAZARD AREA DEFINED AS CATEGORY 1 ZONE)

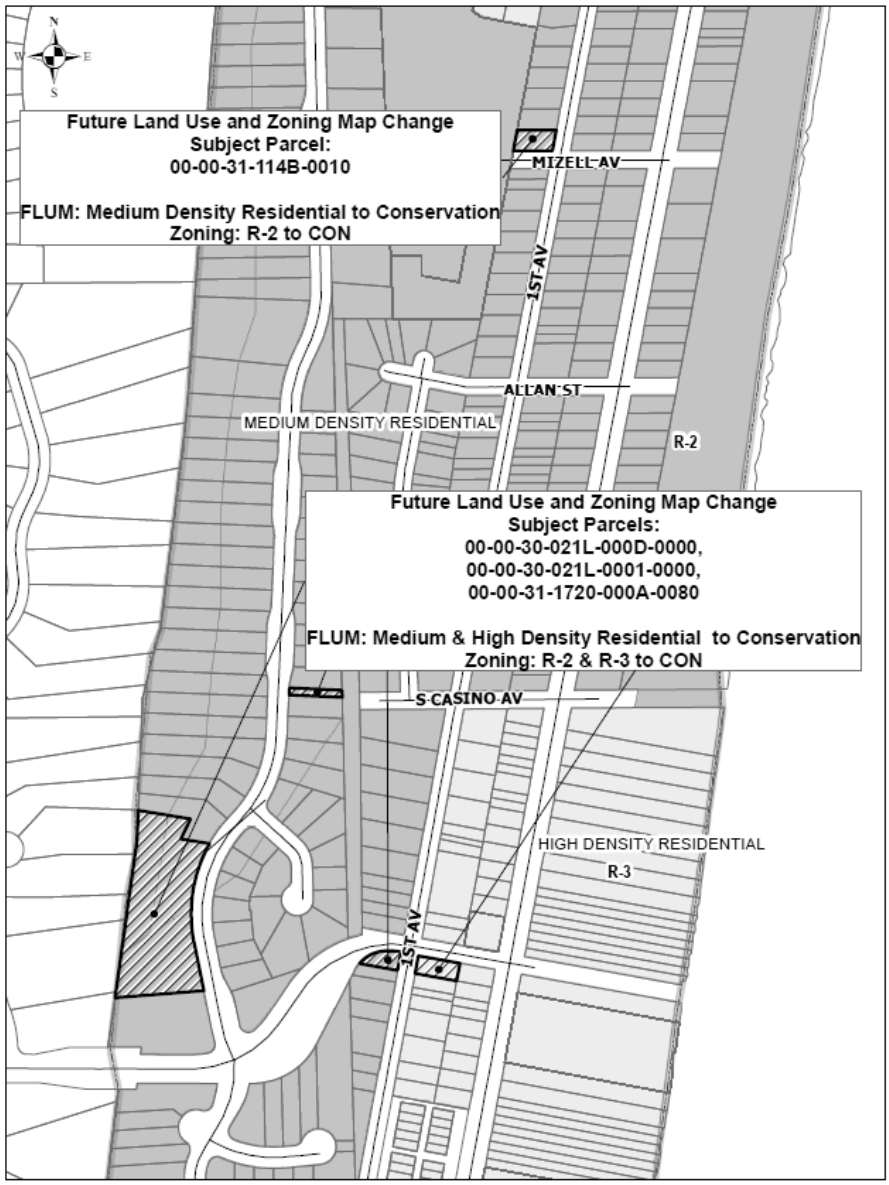


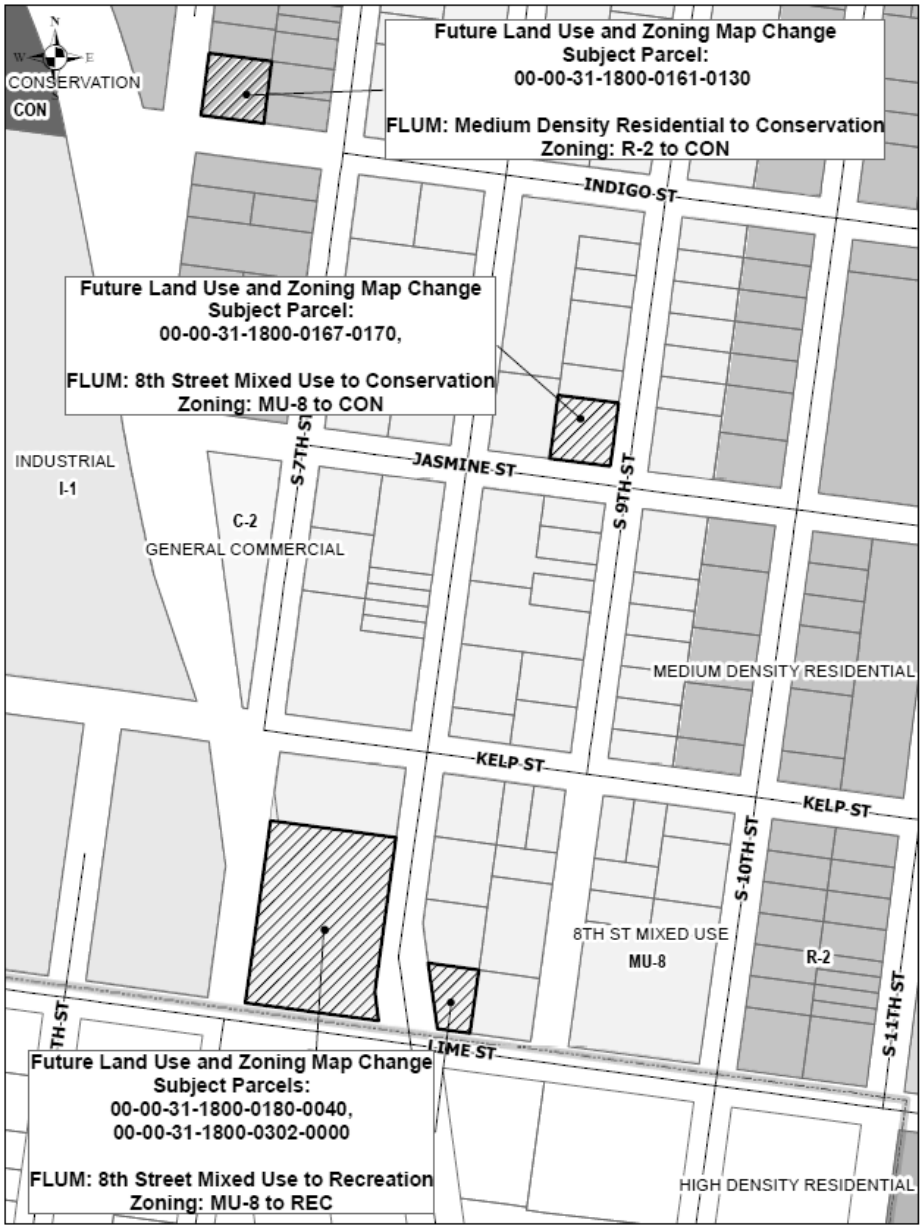
NOTICE OF PUBLIC HEARING
CITY COMMISSION
CITY OF FERNANDINA BEACH

NOTICE IS HEREBY GIVEN that a Public Hearing is scheduled for **Tuesday, September 1, 2020, at 6:00 PM** in the City Commission Chambers, 204 Ash Street Fernandina Beach, Florida to consider the following application:

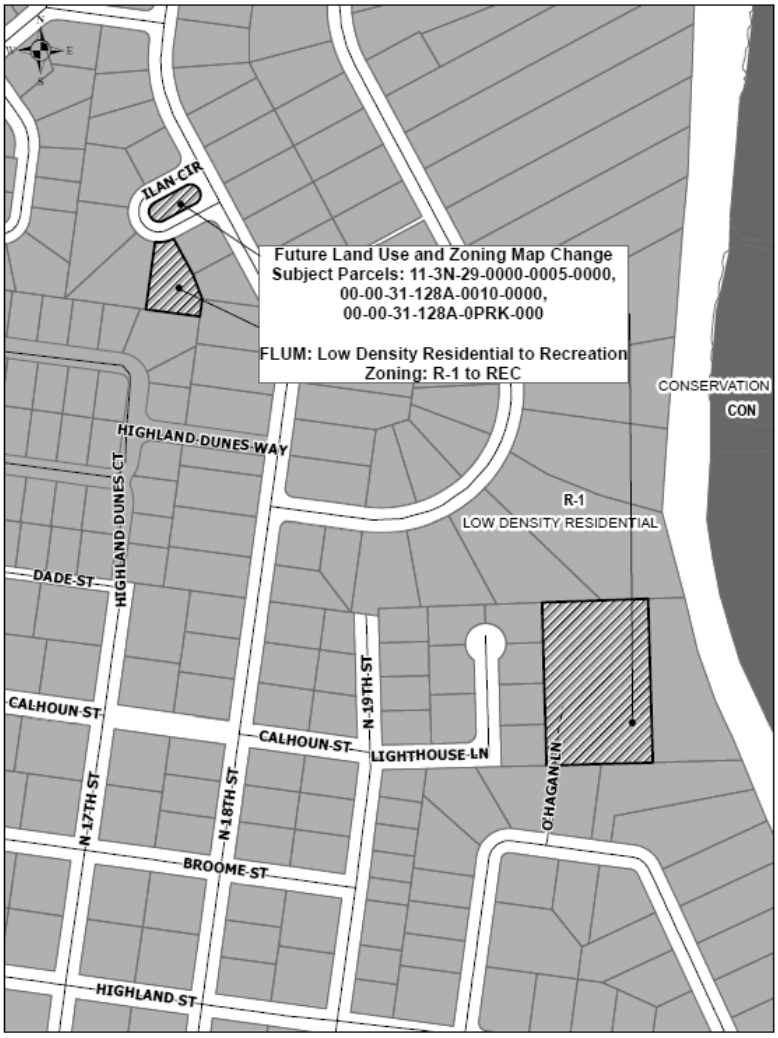
ORDINANCE 2020-26

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.


Future Land Use and Zoning Map Change
Subject Parcel:
00-00-31-114B-0010
FLUM: Medium Density Residential to Conservation
Zoning: R-2 to CON
MIZELL AV
1ST AV
ALLAN ST
MEDIUM DENSITY RESIDENTIAL
R-2
Future Land Use and Zoning Map Change
Subject Parcels:
00-00-30-021L-000D-0000,
00-00-30-021L-0001-0000,
00-00-31-1720-000A-0080
FLUM: Medium & High Density Residential to Conservation
Zoning: R-2 & R-3 to CON
S CASINO AV
HIGH DENSITY RESIDENTIAL
R-3
1ST AV


Future Land Use and Zoning Map Change
Subject Parcel:
00-00-31-1800-0161-0130
FLUM: Medium Density Residential to Conservation
Zoning: R-2 to CON
Future Land Use and Zoning Map Change
Subject Parcel:
00-00-31-1800-0167-0170,
FLUM: 8th Street Mixed Use to Conservation
Zoning: MU-8 to CON
Future Land Use and Zoning Map Change
Subject Parcels:
00-00-31-1800-0180-0040,
00-00-31-1800-0302-0000
FLUM: 8th Street Mixed Use to Recreation
Zoning: MU-8 to REC
N
W
E
CONSERVATION
CON
INDIGO ST
JASMINE ST
KELP ST
KELP ST
LIME ST
S 7TH ST
S 9TH ST
S 10TH ST
S 11TH ST
INDUSTRIAL
I-1
C-2
GENERAL COMMERCIAL
MEDIUM DENSITY RESIDENTIAL
8TH ST MIXED USE
MU-8
R-2
HIGH DENSITY RESIDENTIAL

I-2
INDUSTRIAL
INDUSTRIAL WATERFRONT
IW
MU-1
MIXED USE
FRANKLIN ST
N 11TH ST
DADE ST
CALHOUN ST
N 8TH ST
N 9TH ST
N 5TH ST
6TH ST
BROOME ST
MEDIUM DENSITY RESIDENTIAL
R-2
Future Land Use and Zoning Map Change
Subject Parcels:
00-00-31-1800-0217-0010,
00-00-31-1800-0217-0060,
00-00-31-1800-0077-0050,
00-00-31-1800-0067-0010,
00-00-31-1800-0062-0030,
00-00-31-1800-0061-0010
FLUM: Medium Density Residential to Conservation
Zoning: R-2 to CON
PI-1
PUBLIC & INSTITUTIONAL
N 13TH ST
CENTRE ST
CENTRAL BUSINESS DISTRICT
ATLANTIC AV
S 6TH ST
S 7TH ST
S 8TH ST
S 9TH ST
S 10TH ST
S 11TH ST
C-3
REC
RECREATION
ASH ST



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 <u>DISPLAY</u> in the April 19, 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