



AGENDA
FERNANDINA BEACH CITY COMMISSION
REGULAR MEETING
SEPTEMBER 15, 2020
6:00 PM
CITY HALL COMMISSION CHAMBERS
204 ASH STREET
FERNANDINA BEACH, FL 32034

Due to the ongoing COVID-19 pandemic, occupancy in the Commission Chambers will be limited. This meeting will be broadcasted live for members of the public to view on the City of Fernandina Beach website (www.fbfl.us) and Channel 264 (Comcast only).

1. CALL TO ORDER

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE / INVOCATION

Invocation by Reverend Noel Roberts of North 14th Street Baptist Church.

4. PROCLAMATION / PRESENTATIONS

4.1 **PROCLAMATION - BRAIN ANEURYSM AWARENESS MONTH** - *Recognizes the Trinity Love Hoblit Foundation for raising brain aneurysm awareness and Brain Aneurysm Awareness Month. Members of the Trinity Love Hoblit Foundation and Hoblit family will be in attendance to accept the Proclamation.*

4.2 **PRESENTATION - PASSERO ASSOCIATES LLC** - *Andrew Holesko of Passero Associates LLC will provide a presentation regarding the Resiliency Study.*

4.3 **PRESENTATION - MARQUIS LATIMER & HALBACK** - *Jeremy Marquis of Marquis Latimer + Halback will provide a presentation regarding the proposed Waterfront Development plan.*

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

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

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

5.5 **COVID-19**

5.6 CHARTER OFFICERS' PERFORMANCE EVALUATIONS

6. **PUBLIC COMMENT REGARDING ITEMS NOT ON THE AGENDA OR ITEMS ON THE CONSENT AGENDA**
7. **CONSENT AGENDA**
 - 7.1 **APPROVAL OF MINUTES** - *Community Redevelopment Agency Meeting - July 21, 2020; City Commission Special Meeting - July 28, 2020; City Commission Regular Meeting - August 4, 2020; and City Commission Special Meeting - August 11, 2020.*
 - 7.2 **DISPOSAL OF SURPLUS PROPERTY** - RESOLUTION 2020-129 DECLARING CERTAIN TITLED CITY PROPERTY SURPLUS; AUTHORIZING THE CITY MANAGER TO DISPOSE OF SAID PROPERTY IN A MANNER CONSISTENT WITH THE CITY'S POLICIES AND PROCEDURES; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Declares certain property as surplus, and authorizes the disposal of such.*
 - 7.3 **AUTHORIZATION TO ENGAGE OUTSIDE LEGAL COUNSEL** - RESOLUTION 2020-130 AUTHORIZING THE CITY ATTORNEY TO ENGAGE QUALIFIED OUTSIDE LEGAL COUNSEL AND SPECIAL MAGISTRATE SERVICES IN AN AMOUNT NOT TO EXCEED \$50,000 IN FISCAL YEAR 2020/2021 FOR CONFLICTS, CODE BOARD AND GENERAL ADVICE ON COMPLEX LEGAL MATTERS; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Authorizes the City Attorney to engage qualified outside legal counsel in an amount not to exceed \$50,000 for outside legal services, as needed, in FY 2020/2021.*
 - 7.4 **WASTEWATER, REFUSE, AND/OR STORMWATER FEE EXEMPTION FY 2019/2020 YEAR-END PAYMENT** - RESOLUTION 2020-131 AUTHORIZING PAYMENT FOR THE APPROVED WASTEWATER, REFUSE, AND/OR STORMWATER FEE EXEMPTION LIST FOR FISCAL YEAR 2019/2020; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Authorizes Wastewater, Refuse, and/or Stormwater Fee Exemption payments for twenty-seven accounts in the total amount of \$24,429.77 for FY 2019/2020.*
 - 7.5 **VOLUNTARY ANNEXATION AGREEMENT - 743 PELICAN LANE** - RESOLUTION 2020-132 APPROVING THE EXTENSION OF WATER SERVICES OUTSIDE THE CORPORATE LIMITS; ACCEPTING THE VOLUNTARY ANNEXATION PETITION FOR ONE PARCEL CONTAINING APPROXIMATELY 0.34 ACRES OF LAND LOCATED AT 743 PELICAN LANE; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Authorizes the extension of water services to the property located at 743 Pelican Lane. Also approves the Voluntary Annexation Petition.*
 - 7.6 **SOLE SOURCE PURCHASE APPROVAL - SENSUS USA, INC.** - RESOLUTION 2020-133 APPROVING SENSUS USA, INC. AS A SOLE SOURCE VENDOR FOR THE PURCHASE OF WATER METERING EQUIPMENT FOR THE UTILITIES DEPARTMENT IN FISCAL YEAR 2020-2021; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves Sensus USA, Inc. as the sole source vendor for the Utilities Department purchases of water metering equipment in the amount of \$210,860.65.*
8. **RESOLUTIONS**
 - 8.1 **GRANT AGREEMENT - FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT)** - RESOLUTION 2020-135 AUTHORIZING PUBLIC TRANSPORTATION GRANT AGREEMENT (PTG) #444411-2-94-21 WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR THE REMARKING OF RUNWAY 9/27 AT THE FERNANDINA BEACH MUNICIPAL AIRPORT. *Synopsis: Authorizes FDOT Public Transportation Grant Agreement #444411-2-94-21 in the total project amount of \$100,000.00, with a 20% matching requirement, for the remarking of*

Runway 9/27 at the Fernandina Beach Municipal Airport.

- 8.2 **GRANT AGREEMENT - FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) - RESOLUTION 2020-136 AUTHORIZING PUBLIC TRANSPORTATION GRANT AGREEMENT (PTG) #434909-1-94-21 WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) PROVIDING ADDITIONAL FUNDING FOR THE DESIGN AND CONSTRUCTION OF HANGARS AT THE FERNANDINA BEACH MUNICIPAL AIRPORT; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.** *Synopsis: Authorizes FDOT Public Transportation Grant Agreement #434909-1-94-21 providing additional funding for design and construction of hangars at the Fernandina Beach Municipal Airport.*
- 8.3 **GRANT AGREEMENT - FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) - RESOLUTION 2020-137 AUTHORIZING SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT #438035-1-94-21 WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) PROVIDING SUPPLEMENTAL FUNDING FOR THE REHABILITATION OF THE AIRPORT FUEL FARM AT THE FERNANDINA BEACH MUNICIPAL AIRPORT; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.** *Synopsis: Authorizes FDOT Supplemental Joint Participation Agreement #438035-1-94-21 providing supplemental grant funding, in the amount of \$105,574, for the rehabilitation of the fuel farm at the Fernandina Beach Municipal Airport.*
- 8.4 **FY 2020/2021 PURCHASE APPROVAL – CITY VEHICLES AND EQUIPMENT – RESOLUTION 2020-138 APPROVING THE PURCHASE OF VEHICLES, EQUIPMENT, AND RELATED ACCESSORIES, FOR THE CITY FLEET FOR FISCAL YEAR 2020/2021; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.** *Synopsis: Approves the purchase of vehicles, equipment, and related accessories for the City fleet for Fiscal Year 2020/2021.*
- 8.5 **CODE ENFORCEMENT FINE REDUCTION AND RELEASE OF LIEN - WAYNE YORK & BETTY YORK - RESOLUTION 2020-139 APPROVING A SETTLEMENT OF CODE ENFORCEMENT FINES AND FEES FOR WAYNE YORK AND BETTY YORK UPON FULL PAYMENT OF \$_____ NO LATER THAN OCTOBER 15, 2020, FOR CODE ENFORCEMENT VIOLATIONS AT 731 SOUTH 6TH STREET; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.** *Synopsis: Authorizes full releases/satisfactions of liens be executed based upon the Code Enforcement and Appeals Board order that fines and fees be reduced for violations now in compliance at 731 South 6th Street under the name of Wayne York and Betty York.*
- 8.6 **LEGISLATIVE PRIORITY RECOMMENDATION AND SUPPORT - RESOLUTION 2020-140 SETTING FORTH LEGISLATIVE PRIORITIES FOR STATE OF FLORIDA FISCAL YEAR 2021/2022; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO PURSUE FUNDING FOR LEGISLATIVE PRIORITIES; AND PROVIDING FOR AN EFFECTIVE DATE.** *Synopsis: Formalizes the City Commission's priorities for the next Florida State Legislative Session.*

9. ORDINANCES - SECOND READING

- 9.1 **CODE AMENDMENT - EMERGENCY POWERS - ORDINANCE 2020-27 AMENDING THE CODE OF ORDINANCES BY ADDING A SECTION TO BE NUMBERED 2-2 ENUMERATING PROCEDURES FOR DECLARATION OF LOCAL STATE OF EMERGENCY AND EMERGENCY POWERS; BY ADDING A SECTION TO BE NUMBERED 2-3 PROVIDING FOR TERMINATION OF A LOCAL STATE OF EMERGENCY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.** *Synopsis: Amends the City Code by adding Section 2-2 enumerating procedures for emergency powers.*
- 9.2 **MASTER FEE SCHEDULE – ORDINANCE 2020-28 ESTABLISHING AND AMENDING FEES FOR THE AIRPORT, BUILDING, BUSINESS/CODE ENFORCEMENT, CEMETERY, CITY**

CLERK'S OFFICE, CITY MANAGER'S OFFICE, FIRE, GOLF COURSE, MARINA, PARKS AND RECREATION, PLANNING, POLICE, SANITATION, STORMWATER, STREETS, WASTEWATER, WATER, AND IMPACT FEES, EXCLUDING WATER AND SEWER IMPACT FEES FOR FY 2020/2021; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves the amended Master Fee Schedule consisting of the Airport, Building, Business/Code Enforcement, Cemetery, City Clerk's Office, City Manager's Office, Fire, Golf Course, Marina, Parks and Recreation, Planning, Police, Sanitation, Stormwater, Streets, Wastewater, Water, and Impact Fees, excluding Water and Wastewater Impact Fees for Fiscal Year 2020/2021.*

9.3 **CODE AMENDMENT - PERMITS - ORDINANCE 2020-29** AMENDING ORDINANCE CHAPTER 22, BUILDINGS AND BUILDING REGULATIONS, BY AMENDING SECTION 22-29 PERMITS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Amends Section 22 of the Code of Ordinances pertaining to permits.*

9.4 **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.*

10. CITY MANAGER REPORTS

11. CITY ATTORNEY REPORTS

12. CITY CLERK REPORTS

13. MAYOR/COMMISSIONER COMMENTS

14. ADJOURNMENT

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- A THREE (3) MINUTE TIME LIMIT MAY BE IMPOSED FOR ALL SPEAKERS (EXCEPT IN A QUASI-JUDICIAL HEARING). A "REQUEST TO SPEAK" FORM IS AVAILABLE ON THE COUNTER AT THE ENTRANCE TO THE COMMISSION CHAMBERS. THE FORM SHOULD BE GIVEN TO THE CITY CLERK UPON COMPLETION.
 - THE MAYOR WILL DETERMINE THE ORDER OF THE SPEAKERS AND MAY IMPOSE MORE RESTRICTIVE TIME LIMITS.
 - ONE PERSON WILL SPEAK AT A TIME AND ADDRESS COMMENTS TO THE MAYOR, NOT INDIVIDUAL CITY COMMISSION MEMBERS.
 - THE CITY COMMISSION MAY ASK QUESTIONS OF SPEAKERS WHO WILL HAVE ONE MINUTE TO RESPOND. ADDITIONAL TIME MAY BE GRANTED AT THE DISCRETION OF THE MAYOR OR BY A MOTION BY THE CITY COMMISSION.
 - SPEAKERS MAY FILE COPIES OF THEIR REMARKS WITH THE CITY CLERK WHO WILL MAKE THEM AVAILABLE TO THE COMMISSION.
 - MULTI-MEDIA PRESENTATIONS MUST BE SUBMITTED TO THE CITY CLERK NO LATER THAN THE FRIDAY BEFORE THE MEETING.
 - FERNANDINA BEACH CITIZENS WILL SPEAK BEFORE NONRESIDENTS AND SPEAKERS WILL LIMIT REMARKS TO THE SPECIFIC SUBJECT MATTER.

- DISCUSSION – DIRECTION - ACTIONS ITEMS MAY BE ACTED UPON BY THE CITY COMMISSION BY EITHER A MOTION AND VOTE IN ACCORDANCE WITH ROBERTS RULES OF ORDER, OR BY A CONSENSUS OF THE CITY COMMISSION.
- PURSUANT TO RESOLUTION 95-32, IF AN ITEM IS NOT ON THE AGENDA IT REQUIRES A FOUR-FIFTHS VOTE OF THE CITY COMMISSION DECLARING THE ITEM AN EMERGENCY BEFORE ACTION CAN BE TAKEN.
- *QUASI-JUDICIAL* - DENOTES THAT THE ITEM MUST BE CONDUCTED AS A QUASI-JUDICIAL HEARING IN ACCORDANCE WITH CITY COMMISSION ESTABLISHED PROCEDURE AND FLORIDA STATUTES. ANY PERSON WISHING TO APPEAL ANY QUASI-JUDICIAL DECISION MADE BY THE COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH MEETING OR HEARING WILL NEED A RECORD OF THE PROCEEDINGS, AND, FOR SUCH PURPOSES, MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS MADE.
- AT THE DISCRETION OF THE MAYOR, A RECESS MAY BE SCHEDULED EVERY NINETY MINUTES.

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

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Proclamation
Brain Aneurysm Awareness Month

ITEM TYPE: Proclamations

REQUESTED ACTION:

SYNOPSIS: Attached is a Proclamation recognizing the Trinity Love Hoblit Foundation for raising brain aneurysm awareness and Brain Aneurysm Awareness Month. Members of the Trinity Love Hoblit Foundation and Hoblit family will be in attendance to accept the Proclamation.

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

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Caroline Best, City Clerk 8/28/2020

Dale L. Martin, City Manager 9/3/2020

Date: August 18, 2020

Submitted By: Caroline Best, City Clerk

COMMISSION ACTION:

Proclamation

WHEREAS, Trinity Love Hoblit was born with a rare form of primordial dwarfism. Although small in stature, Trinity had the spirit of a loving giant who captured the hearts of everyone she knew and met. Wherever Trinity went, she was laughing, singing, and making others feel happy. She truly loved and cared for everyone, and her warmhearted, tender kindness was contagious; and

WHEREAS, at age nine, Trinity was diagnosed with multiple brain aneurysms. Through the years, she underwent many brain surgeries. In 2015, Trinity was scheduled for open brain surgery for an aneurysm clipping, tragically, just two days prior to surgery, her aneurysm ruptured. She passed away June 30, 2015, at fourteen years of age; and

WHEREAS, Trinity was an advocate of organ donation, and with her family's support, she gave the precious gift of life to three donor recipients after her death. Her heart was gifted to a five-year-old boy, her liver was gifted to a six-month-old baby boy, and one of her kidneys was gifted to a twenty-nine year-old woman. These three recipients are alive today as a result of Trinity and her family's support for organ donation. Trinity's legacy and kind spirit continue to impact so many lives today; and

WHEREAS, five years after Trinity's life was taken too soon, her brave choice lives on not only in the memories of those who loved Trinity but also with people she never met. Trinity's family and friends still grieve but they are awash in how brightly she shined in life; and

WHEREAS, the Trinity Love Hoblit Foundation is a 501 (c)(3) non-profit organization formed in 2016 by the family of Trinity Love Hoblit to continue Trinity's legacy of love and compassion; and

WHEREAS, the Foundation is committed to supporting, raising awareness, funding neurological research, training, and treatment for brain aneurysms, strokes, and other cerebrovascular conditions; and

WHEREAS, an estimated 6.5 million people in the United States have an unruptured brain aneurysm. Approximately 30,000 people nationwide suffer a brain aneurysm rupture each year, one every eighteen minutes. The Trinity Love Hoblit Foundation generates lifesaving awareness and is another opportunity to tell Trinity's story and support the Foundation's mission.

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

“BRAIN ANEURYSM AWARENESS MONTH”

IN WITNESS WHEREOF, I, John A. Miller, as Mayor have hereunto set my hand and caused the Official Seal of the City of Fernandina Beach to be affixed this 15th day of September, 2020.

CITY OF FERNANDINA BEACH

John A. Miller
Mayor-Commissioner

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Presentation
Passero Associates LLC

ITEM TYPE: Presentation

REQUESTED ACTION:

SYNOPSIS: Andrew Holesko of Passero Associates LLC will provide a presentation regarding the Resiliency Study.

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Dale L. Martin, City Manager 8/26/2020

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

Date: March 11, 2020

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION:

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Presentation
Passero Associates LLC

ITEM TYPE: Presentation

REQUESTED ACTION:

SYNOPSIS: Jeremy Marquis of Marquis Latimer + Halback will provide a presentation regarding the proposed Waterfront Development plan.

FISCAL IMPACT:

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Dale L. Martin, City Manager 8/26/2020

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

Date: August 10, 2020

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION:

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Presentation
Budget Summary

ITEM TYPE: Presentation

REQUESTED ACTION:

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

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Nicole Bednar, Administrative Services Manager 9/8/2020

Dale L. Martin, City Manager 9/8/2020

A handwritten signature in blue ink, reading "Pauline Testagrose", is written over a horizontal line.

Date: October 21, 2019

Submitted By: Pauline Testagrose, Comptroller

COMMISSION ACTION:

Monthly Budget Report

August 2020

Overall: August's report is the eleventh month of fiscal year 2019/2020 and represents 91.7% of the budgeted fiscal year. All revenue and various grant revenues have been accrued for the month of August.

State Update:

The City's State Funding Revenue Sources are listed in the chart below. There was a true-up process in August that fully distributed the remaining 19/20 funds due to the local governments. The Local Option Sales Tax budget numbers from the State were overestimated. The Insurance Premium Tax checks are at \$260k or \$35k over budget once they are recorded.

City of Fernandina Beach Revenue Analysis - State Funding Sources

GENERAL FUND (001)	Revised Budget	YTD to Aug	VARIANCE Fav/(UnFav)	Percent
State Revenue				
Discretionary Sales Surtax	1,965,358	1,607,133	(358,225)	81.8%
Local Option Sales Tax	432,084	303,113	(128,971)	70.2%
Insurance Premium Tax	225,000		(225,000)	0.0%
Half-Cent Sales Tax	940,628	759,842	(180,786)	80.8%
State Revenue Sharing	241,733	205,092	(36,641)	84.8%
	3,804,803	2,875,180	(929,623)	75.6%

The City's overall expenses are at 71.2% of the budget. All recurring expenses have been recorded. Finance will monitor expenses and prepare budget amendments to ensure budgeted amounts are not exceeded on a line by line basis. Reports comparing current YTD to prior year YTD are also available. Please let the Comptroller know if you wish to see any of these comparative reports.

General Fund: (001)

Total General Fund revenues are at 93.2% of the annual budget. This is primarily due to Property Taxes, Local Business Taxes and Ambulance Services. Specific revenue sources being tracked are detailed below.

	19/20 Budget	Aug 20 YTD \$	Aug 20 YTD %	Aug 19 YTD \$	Aug 19 YTD %
Local Option Gas Tax	432,084	303,113	70.2%	299,218	76.1%
Small County Surtax	1,965,358	1,607,133	81.8%	1,722,278	87.1%
Half Cent Sales Tax	940,628	759,842	80.8%	838,101	94.2%
Franchise Fees	1,440,000	1,190,230	82.7%	1,267,286	88.0%
Total FY 19/20 Bud	4,778,070				
Total FY 18/19 Actual	4,507,916				
Total FY 18/19 Bud	4,700,835				

For expenses, there are no departments over the 91.7% mark. Overall, total General Fund departmental expenses are below the mark at 71.2%.

Special Revenue Funds: (100 - 190)

In addition to the \$1.2M property tax levy, the Land Conservation Trust Fund has received \$315,460, year-to-date through August, in donations. This amount includes the funds received from Amelia Bluff and the private anonymous donations. In Fund 110 – Federal Forfeiture and Fund 190 – Law Enforcement Recovery, it was anticipated that expenditures would exceed revenues due to capital purchases.

Debt Service Funds: (220 - 230)

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

Capital Improvement Funds: (300 - 330)

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

Golf Course: (410)

Revenues exceed expenses due to the transfer from the General Fund. The Golf Course reopened in the month of May adhering to the CDC Guidelines due to COVID-19. The margin on Pro Shop Sales is above the budgeted ratio at 69.6%. Food and Beverage is at 7.2% which is below the budget ratio of 28.2%.

Airport: (420)

Revenues exceeded expenses on a year-to-date basis due to payments for rent and land leases.

Sanitation: (440)

Revenues exceeded expenses year-to-date.

Wastewater: (450)

Revenue exceeds expenses due to septic dumping fees, interest, and miscellaneous fees. Revenue for Wastewater charges are \$226,518 or 4.3% higher than August 2019 year-to-date.

Water: (460)

Revenue for Water charges are \$94,926 or 2.5% higher than August 2019 year-to-date. As anticipated, expenses exceed revenues year-to-date due to capital improvements, such as the large new reservoir #3 water plant.

Stormwater: (470)

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

Marina: (480)

Although the Marina is still running a deficit for the month of August, \$26,904 was recorded in transient slip rental fees.

Fleet: (510)

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

Utility Billing and Utility Administration: (520 - 530)

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

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

91.7%

GENERAL FUND (001)	Revised Budget	Actuals	VARIANCE Fav/(UnFav)	%
REVENUES:				
Property Taxes	\$ 15,758,000	\$ 15,769,919	\$ 11,919	100.1%
Sales /Use/Fuel Taxes	2,622,442	1,910,246	(712,196)	72.8%
Franchise Fees	1,460,000	1,213,699	(246,301)	83.1%
Licenses/Permits	366,750	374,017	7,267	102.0%
Intergovernmental	1,882,361	1,758,298	(124,063)	93.4%
Charges for Services	1,408,500	1,185,187	(223,313)	84.1%
Fines and Forfeitures	21,500	29,085	7,585	135.3%
Other	485,820	168,463	(317,357)	34.7%
Subtotal	24,005,373	22,408,914	(1,596,459)	93.3%
Transfers/Reimbursements				
Utility Tax	1,500,000	1,375,000	(125,000)	91.7%
Sanitation	36,000	33,000	(3,000)	91.7%
Wastewater	360,000	330,000	(30,000)	91.7%
Water	180,000	165,000	(15,000)	91.7%
Total Revenues (excluding cash balance)	26,081,373	24,311,914	(1,769,459)	93.2%
EXPENDITURES:				
City Commission	337,388	247,522	89,866	73.4%
City Clerk	538,003	444,890	93,113	82.7%
City Manager	639,551	405,289	234,262	63.4%
Finance	771,266	686,697	84,569	89.0%
Information and Technology	770,257	679,564	90,693	88.2%
Human Resources	392,609	268,782	123,827	68.5%
City Attorney	344,230	296,011	48,219	86.0%
Planning	655,651	488,927	166,724	74.6%
Facility Maintenance	703,410	592,581	110,829	84.2%
Police	6,110,101	5,125,716	984,385	83.9%
Police - Beach Rangers	63,040	39,343	23,697	62.4%
Fire	4,418,308	3,764,390	653,918	85.2%
Fire - Ocean Rescue	375,002	329,376	45,626	87.8%
Building / Permitting	45,650	16,144	29,506	35.4%
Code Enforcement	253,405	218,702	34,703	86.3%
Streets	1,775,646	1,390,191	385,455	78.3%
Downtown	78,949	58,617	20,332	74.2%
Public Assistance	392,000	322,579	69,421	82.3%
Library	14,644	11,939	2,705	81.5%
Recreation	1,373,548	1,041,236	332,312	75.8%
Parks	1,653,438	1,108,982	544,456	67.1%
Peck	272,033	163,477	108,556	60.1%
MLK Center	197,395	127,036	70,359	64.4%
Youth	342,847	227,957	114,890	66.5%
Aquatics	336,231	198,975	137,256	59.2%
Non-Departmental	259,320	216,743	42,577	83.6%
Contingency	209,307	0	209,307	
Transfers				
Debt Service	423,376	388,095	35,281	91.7%
Land Conservation	1,207,000	1,207,000	-	100.0%
Historic District Trust	30,000	27,500	2,500	91.7%
Capital Improvements	1,445,000	1,324,586	120,414	91.7%
Golf	715,000	696,670	18,330	97.4%
Cemetery	11,300	10,358	942	91.7%
Marina	300,000	275,000	25,000	91.7%
Subtotal	27,454,905	22,400,878	5,054,027	81.6%
Encumbrances - All Departments		122,314	(122,314)	
Reserves	4,175,767	-	4,175,767	
Total Expenditures (including Encumbrances)	31,630,672	22,523,192	9,107,480	71.2%
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	(5,549,299)	1,788,723	7,338,022	
Fund Balance, October 1, 2019 (Cash Balance)				
Unrestricted	5,549,299	5,549,299	-	
Fund Balance, August 31, 2020	\$ -	\$ 7,338,022	\$ 7,338,022	

City of Fernandina Beach
Revenue Analysis

GENERAL FUND (001)	Revised Budget	Actuals to March	58.33%	66.67%	75.00%	83.33%	91.67%	YTD to August	VARIANCE Fav/(UnFav)	Percent	Comments
			April Actuals	May Actuals	June Actual	July Actual	August Actual				
General Revenues:											
Property Taxes	\$ 15,758,000	\$ 14,603,430	\$ 411,658	\$ 229,612	\$ 338,574	\$ 182,735	\$ 3,909	\$ 15,769,919	\$ 11,919	100.1%	
Franchise and Utility Taxes	1,460,000	703,825	98,581	85,458	96,109	112,114	117,612	1,213,699	(246,301)	83.1%	
Discretionary Sales Surtax	1,965,358	877,224	125,332	187,327	87,814	122,833	206,603	1,607,133	(358,225)	81.8%	
Local Option Sales Tax	432,084	164,110	28,426	29,465	20,053	33,223	27,836	303,113	(128,971)	70.2%	State over-estimated revenue
Insurance Premium Tax	225,000	-	-	-	-	-	-	-	(225,000)	0.0%	Combined amount 260k.
	2,622,442	1,041,334	153,758	216,792	107,867	156,056	234,439	1,910,246	(712,196)		
Half-Cent Sales Tax	940,628	416,742	70,874	67,836	53,124	69,675	81,591	759,842	(180,786)	80.8%	
State Revenue Sharing	241,733	114,435	19,072	10,379	10,380	17,180	33,646	205,092	(36,641)	84.8%	
DEA	12,500	5,144	-	-	-	-	8,546	13,690	1,190	109.5%	
School Resource Officer	131,200	95,162	7,389	-	-	-	-	102,551	(28,649)	78.2%	
FEMA	435,000	646,074	-	-	-	-	-	646,074	211,074	148.5%	
OHPA - Payment in Lieu	50,000	-	-	-	-	-	-	-	(50,000)	0.0%	In Mediation owe (FY19, FY20)
Other / Grants	71,300	27,696	16	576	24	2,738	-	31,050	(40,250)	43.5%	DOS Preservation (\$37.5k)
	1,882,361	1,305,253	97,351	78,791	63,528	89,593	123,783	1,758,299	(124,062)		
Licenses/Permits	366,750	280,249	7,100	12,908	17,807	30,421	25,532	374,017	7,267	102.0%	
Charges for Services	1,408,500	710,891	64,785	34,512	106,176	115,312	153,509	1,185,185	(223,315)	84.1%	Incl Ambulance /Ocean Rescue
Fines and Forfeitures	21,500	19,169	1,358	687	3,455	2,400	2,016	29,085	7,585	135.3%	
Other Miscellaneous	320,820	30,641	9,749	5,311	4,328	16,650	1,538	68,217	(252,603)	21.3%	Beachraker reimb TDC (271k)
Investment Earnings	165,000	67,449	7,680	7,834	7,030	5,608	4,645	100,246	(64,754)	60.8%	
Total General Revenues	24,005,373	18,762,241	852,020	671,905	744,874	710,889	666,983	22,408,913	(1,596,460)	93.3%	
			19,614,261	20,286,166	21,031,040	21,741,929	22,408,913				
			81.71%	84.51%	87.61%	90.57%	93.35%				

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

91.7%

SPECIAL REVENUE FUNDS

FUND # NAME OF FUND	Revised Budget	Actuals	VARIANCE Fav/(UnFav)	% Used
REVENUES				
100 Law Enforcement Trust (LETf)	\$ 2,441	\$ 191	\$ (2,250)	7.8%
110 Federal Forfeiture	190,385	46,552	(143,833)	24.5%
125 Tree Trust	176,387	121,718	(54,669)	69.0%
126 Historic District (HDC)	51,975	43,658	(8,317)	84.0%
130 CDBG - Economic Development	101,181	3,541	(97,640)	3.5%
135 Land Conservation Trust	1,514,284	1,837,079	322,795	121.3%
140 Building Fees Fund	3,633,742	958,130	(2,675,612)	26.4%
145 Wastewater Impact Fees	1,982,529	479,109	(1,503,420)	24.2%
146 Water Impact Fees	685,141	180,415	(504,726)	26.3%
150 Utility Tax	1,808,526	1,682,081	(126,445)	93.0%
170 Cemetery	1,320,583	146,039	(1,174,544)	11.1%
180 Community Redevelopment Area	55,624	25,021	(30,603)	45.0%
190 Law Enforcement Recovery	220,749	105,107	(115,642)	47.6%
Total Revenues	\$ 11,743,547	\$ 5,628,641	\$ (6,114,906)	47.9%
EXPENDITURES:				
100 Law Enforcement Trust (LETf)	\$ 2,441	-	\$ 2,441	0.0%
110 Federal Forfeiture	190,385	161,192	29,193	84.7%
125 Tree Trust	176,387	9,816	166,571	5.6%
126 Historic District (HDC)	51,975	135	51,840	0.3%
130 CDBG - Economic Development	101,181	34,642	66,539	34.2%
135 Land Conservation Trust	1,514,284	623,849	890,435	41.2%
140 Building Fees Fund	3,633,742	1,060,556	2,573,186	29.2%
145 Wastewater Impact Fees	1,982,529	458,337	1,524,192	23.1%
146 Water Impact Fees	685,141	311,663	373,478	45.5%
150 Utility Tax	1,808,526	1,375,000	433,526	76.0%
170 Cemetery	1,320,583	167,170	1,153,413	12.7%
180 Community Redevelopment Area	55,624	-	55,624	0.0%
190 Law Enforcement Recovery	220,749	155,629	65,120	70.5%
Total Expenditures	\$ 11,743,547	\$ 4,357,989	\$ 7,385,558	37.1%

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

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

91.7%

CAPITAL PROJECTS FUNDS

FUND #	NAME OF FUND	Revised Budget	Actuals	VARIANCE Fav/(UnFav)	% Used
300	Capital Improvement				
	Revenues	\$ 2,592,137	\$ 2,207,512	\$ (384,625)	85.2%
	Expenses				
	General Government	\$ 706,637	244,060	462,577	34.5%
	Information Technology	125,000	125,319	(319)	100.3%
	Police	55,000	45,768	9,232	83.2%
	Fire	525,000	288,577	236,423	55.0%
	Streets	866,500	614,742	251,758	70.9%
	Recreation	100,000	7,161	92,839	7.2%
	Parks	83,670	9,368	74,302	11.2%
	Peck	55,330	55,329	1	100.0%
	MLK	75,000	49,433	25,567	65.9%
	Subtotal	<u>2,592,137</u>	<u>1,439,759</u>	<u>1,152,378</u>	<u>55.5%</u>
	Net Revenues(Expenses)	\$ -	\$ 767,753	\$ (767,753)	0.0%
310	Capital Expansion				
	Revenues				
	Grants/Interest/Loan	\$ 1,585,000	\$ 108,629	\$ (1,476,371)	6.9%
	Admin	1,020,266	96,862	(923,404)	9.5%
	Police	340,431	57,723	(282,708)	17.0%
	Fire	782,072	78,714	(703,358)	10.1%
	Sanitation	-	-	-	0.0%
	Recreation	4,038,460	447,002	(3,591,458)	11.1%
	Subtotal	<u>7,766,229</u>	<u>788,930</u>	<u>(6,977,299)</u>	<u>10.2%</u>
	Expenses				
	Admin	\$ 2,522,166	\$ 49,073	\$ 2,473,093	1.9%
	Police	340,927	-	\$ 340,927	0.0%
	Fire	783,503	163,507	\$ 619,996	20.9%
	Recreation	4,119,633	1,069,328	\$ 3,050,305	26.0%
	Subtotal	<u>7,766,229</u>	<u>1,281,908</u>	<u>6,484,321</u>	<u>16.5%</u>
	Net Revenues(Expenses)	\$ -	\$ (492,978)	\$ (492,978)	0.0%
330	Wastewater Improvement				
	Revenues	\$ 6,488,400	\$ 1,421,791	\$ (5,066,609)	21.9%
	Expenses	6,488,400	-	6,488,400	0.0%
	Net Revenues(Expenses)	\$ -	\$ 1,421,791	\$ 1,421,791	0.0%

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

91.7%

ENTERPRISE FUNDS	Revised Budget	Actuals	VARIANCE Fav/(UnFav)	% Used
Golf Course Fund 410				
Operating Revenues	\$ 1,367,650	\$ 1,051,991	\$ (315,659)	76.9%
Operating Expense*	1,450,311	1,227,868	222,443	84.7%
Operating Income (Loss)	(82,661)	(175,876)	(93,215)	212.8%
Non Operating Income (Expense) & Transfers	554,269	706,377	152,108	127.4%
Change in Net Position	\$ 471,608	\$ 530,500	\$ 58,892	112.5%
Airport Fund 420				
Operating Revenues	\$ 861,302	\$ 808,771	\$ (52,531)	93.9%
Operating Expense*	547,297	416,705	130,592	76.1%
Operating Income (Loss)	314,005	392,067	78,062	124.9%
Non Operating Income (Expense) & Transfers	2,534,495	274,857	(2,259,638)	10.8%
Change in Net Position	\$ 2,848,500	\$ 666,924	\$ (2,181,576)	23.4%
Sanitation Fund 440				
Operating Revenues	\$ 2,520,960	\$ 2,425,532	\$ (95,428)	96.2%
Operating Expense*	2,541,048	2,203,062	337,986	86.7%
Operating Income (Loss)	(20,088)	222,470	242,558	-1107.5%
Non Operating Income (Expense) & Transfers	19,000	18,305	(695)	96.3%
Change in Net Position	\$ (1,088)	\$ 240,775	\$ 241,863	-22130.1%
Wastewater Fund 450				
Operating Revenues	\$ 6,077,167	\$ 5,660,373	\$ (416,794)	93.1%
Operating Expense*	2,636,631	2,096,688	539,943	79.5%
Operating Income (Loss)	3,440,536	3,563,685	123,149	103.6%
Non Operating Income (Expense) & Transfers	(2,788,629)	(2,527,172)	261,457	90.6%
Change in Net Position	\$ 651,907	\$ 1,036,513	\$ 384,606	159.0%
Water Fund 460				
Operating Revenues	\$ 4,365,617	\$ 4,018,024	\$ (347,593)	92.0%
Operating Expense*	2,432,234	1,808,948	623,286	74.4%
Operating Income (Loss)	1,933,383	2,209,076	275,693	114.3%
Non Operating Income (Expense) & Transfers	(954,684)	(918,787)	35,897	96.2%
Change in Net Position	\$ 978,699	\$ 1,290,288	\$ 311,589	131.8%
Stormwater Fund 470				
Operating Revenues	\$ 825,000	\$ 811,029	\$ (13,971)	98.3%
Operating Expense*	1,007,343	676,358	330,985	67.1%
Operating Income (Loss)	(182,343)	134,670	317,013	-73.9%
Non Operating Income (Expense) & Transfers	983,945	702,649	(281,296)	71.4%
Change in Net Position	\$ 801,602	\$ 837,319	\$ 35,717	104.5%
Marina Fund 480				
Operating Revenues	\$ 1,624,715	\$ 457,474	\$ (1,167,241)	28.2%
Operating Expense*	1,648,280	664,549	983,731	40.3%
Operating Income (Loss)	(23,565)	(207,075)	(183,510)	878.7%
Non Operating Income (Expense) & Transfers	6,842,294	3,268,198	(3,574,096)	47.8%
Change in Net Position	\$ 6,818,729	\$ 3,061,123	\$ (3,757,606)	44.9%
*Does not include Depreciation Expense and Encumbrances.				
Capital Outlay by Fund				
Golf Course Fund 410	\$ 639,000	\$ 247,941	\$ 391,059	38.8%
Airport Fund 420	2,998,178	446,733	\$ 2,551,445	14.9%
Sanitation Fund 440	15,000	8,337	6,663	55.6%
Wastewater Fund 450	1,123,500	313,559	809,941	27.9%
Water Fund 460	1,432,115	1,404,334	27,781	98.1%
Stormwater Fund 470	1,454,295	1,054,479	399,816	72.5%
Marina Fund 480	8,902,205	3,783,237	5,118,968	42.5%
Total Enterprise Funds	\$ 16,564,293	\$ 7,258,620	\$ 9,305,673	43.8%

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

Fund	YTD Revenue Excluding Transfers*	YTD Cost Excluding Transfers**	Net	Transfers In	Transfers Out	Debt Service (including Interest)***	Total
Golf Course (410)	1,064,539.89	1,450,208.50	(385,668.61)	696,674.00		28,445.91	282,559.48
Airport (420)	1,101,443.30	863,438.04	238,005.26			17,814.77	220,190.49
Sanitation (440)	2,476,836.87	2,211,398.44	265,438.43		(33,000.00)		232,438.43
Wastewater (450)	5,771,947.41	2,410,247.55	3,361,699.86		(2,638,746.00)		722,953.86
Water (460)	4,085,089.80	3,213,281.83	871,807.97	550,000.00	(1,535,853.00)		(114,045.03)
Storm Water Management (470)	1,556,889.88	1,730,837.54	(173,947.66)			43,212.72	(217,160.38)
Marina (480)	3,639,550.81	4,447,786.00	(808,235.19)	275,000.00		188,879.00	(722,114.19)

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

**Year to Date Cost includes Capital Expenditures.

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

This schedule was added at the request of Commissioner Lednovich

City of Fernandina Beach
Accounts Receivable Analysis

8/31/2020

Utility Billing - Current Accounts						
Number of Customers		Delinquency Days	\$	Avg Monthly Billing		
8,685	Active Customers			\$	1,074,950.76	
437		30	42,774.51	*	Note - Resumed disconnects for nonpay 7/1/20.	
110		60	7,718.14	*	*payment terms + delinquency due to COVID19	
60		90	5,274.78	*		
45		120+	8,622.70	*		
-						
437		Total	\$ 64,390.13			
Utility Billings - Closed accounts (not yet turned over to Collection Agency)						
		98 accts. w/delinquent balances	\$ 14,604.05			
Utility Billings in Collections						
Year based on final billing date	# of Accounts Transferred	Amt of \$ Transferred	Amt of \$ Recovered by CCI	Amt of \$ Recovered by UB	Total \$ Recovered	% recovered
2014 Charged Off	Effective 9/30/17	-	-	-		0.00%
2015 Charged off	Effective 9/30/18	-	-	-		0.00%
2016 (thru Dec)	161	27,511.96	1,735.32	5,914.23		27.80%
2017 (thru Dec)	148	26,629.59	1,407.24	3,367.91		17.93%
2018 (thru Dec)	377	74,599.60	3,753.87	2,790.19		8.77%
2019 (thru Dec)	158	46,319.16	932.35	2,458.85		7.32%
2020 (thru Mar)	33	6,393.06				
		\$ 181,453.37	\$ 7,828.78	\$ 14,531.18	\$ 22,359.96	12.32%
Recovered to date		\$ (22,359.96)				
Balance currently at CCI		\$ 159,093.41				

Airport						
Number of Customers		Delinquency Days	\$	Avg Mo'ly Billing		
76	ALL Customers			\$47,911.80		
				(Amelia Island Aviation - acct closed)		
34		30	34,936.52	\$ -		
12		60	20,936.19	\$ -		
5		90	2,739.66	\$ -		
2		120+	2,085.72	\$ -		
				\$ 8,758.77		
34		Sub Total	\$ 60,698.09	\$ 8,758.77	\$	69,456.86

Marina						
Number of Customers		Delinquency Days	\$	Avg Mo'ly Billing		
165	ALL Customers			\$16,962		
4		30	(5,215.14) *			
		60	622.22	Centre Street Restaurant Group - August		
		90	622.22	Centre Street Restaurant Group - July		
		120	391.12	Centre Street Restaurant Group - June		
1	David Johnson - In Collec	150+	880.88	David Johnson		
			(2,698.70)			
* Two customers paid in advance \$7,603.70						
Total 5 Customers Total Aging (\$5,215.14)						
Peck Center & Other City Leases						
Number of Customers		Delinquency Days	\$	Avg Mo'ly Billing		
7	ALL Customers			1,986.44		
2		30	424.73			
1		60	154.06			
0		90	-			
0		120+	-			
2		Sub Total	\$ 578.79			

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FOR 2020 11

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
001 GENERAL FUND							
001 31110		PROPERTY TAXES					
	-15,758,000.00	-15,758,000.00	-15,769,919.42	-3,909.36	0.00	11,919.42	100.1%
001 31240		LOCAL OPTION GAS TAX					
	-432,084.00	-432,084.00	-303,113.40	-27,835.86	0.00	-128,970.60	70.2%*
001 31251		STATE/FIRE INSURANCE TAX					
	-125,000.00	-125,000.00	0.00	0.00	0.00	-125,000.00	.0%*
001 31252		STATE/POLICE INSURANCE TAX					
	-100,000.00	-100,000.00	0.00	0.00	0.00	-100,000.00	.0%*
001 31260		SMALL COUNTY SURTAX					
	-1,965,358.00	-1,965,358.00	-1,607,132.48	-206,602.87	0.00	-358,225.52	81.8%*
001 31610		LOCAL BUSINESS TAX					
	-160,000.00	-160,000.00	-184,111.05	-9,063.30	0.00	24,111.05	115.1%
001 31620		LOCAL BUSINESS TAX - PENALTIES					
	-3,000.00	-3,000.00	-6,047.84	-105.00	0.00	3,047.84	201.6%
001 31630		LOCAL BUSINESS TAX-OTHER FEES					
	-50.00	-50.00	-1,908.13	-420.00	0.00	1,858.13	3816.3%
001 31640		LOCAL BUSINESS TAX-PAST DUE FE					
	-2,000.00	-2,000.00	-2,612.48	0.00	0.00	612.48	130.6%
001 32204		BUILDING PERMIT-DRIVEWAY					
	-6,000.00	-6,000.00	-3,255.00	-455.00	0.00	-2,745.00	54.3%*
001 32210		BUILDING PERMIT-TREE REMOVAL					
	-25,000.00	-25,000.00	0.00	0.00	0.00	-25,000.00	.0%*
001 32211		BUILDING PERMIT-FENCING					
	-5,000.00	-5,000.00	0.00	0.00	0.00	-5,000.00	.0%*
001 32218		CLEARING/EXCAVATE-PERMITS					
	-25,000.00	-25,000.00	-9,191.00	-1,957.00	0.00	-15,809.00	36.8%*
001 32310		FRANCHISE FEES ELECTRIC					
	-1,440,000.00	-1,440,000.00	-1,190,230.25	-115,803.53	0.00	-249,769.75	82.7%*
001 32340		FRANCHISE FEES GAS					
	-20,000.00	-20,000.00	-23,469.09	-1,808.59	0.00	3,469.09	117.3%
001 32900		CODE ENFORCEMENT FEES & FINES					
	-25,000.00	-25,000.00	-1,200.00	-75.00	0.00	-23,800.00	4.8%*
001 32901		ZONING PLAN REVIEW					
	-18,000.00	-18,000.00	-37,050.00	-3,725.00	0.00	19,050.00	205.8%
001 32903		SIGN PERMITS					
	-2,250.00	-2,250.00	0.00	0.00	0.00	-2,250.00	.0%*
001 32915		ANNEXATION APP FEE					
	-2,200.00	-2,200.00	-2,700.00	-300.00	0.00	500.00	122.7%
001 32916		BOA APP FEES-COMMERCIAL					
	0.00	0.00	-2,000.00	0.00	0.00	2,000.00	100.0%

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YEAR-TO-DATE BUDGET REPORTP
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FOR 2020 11

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
001 32917		BOA APP FEES-RESIDENTIAL					
	-11,050.00	-11,050.00	-7,650.00	-850.00	0.00	-3,400.00	69.2%*
001 32918		ZONING CERTIFICATION FEE					
	-3,200.00	-3,200.00	-1,700.00	-25.00	0.00	-1,500.00	53.1%*
001 32920		CDD COPIES MADE FEE					
	-1,250.00	-1,250.00	0.00	0.00	0.00	-1,250.00	.0%*
001 32921		COMP PLAN AMEND APP FEE					
	-1,500.00	-1,500.00	0.00	0.00	0.00	-1,500.00	.0%*
001 32926		PLAT APPROVAL APP FEE					
	-3,850.00	-3,850.00	-1,700.00	0.00	0.00	-2,150.00	44.2%*
001 32928		REZONING APP FEE					
	-4,200.00	-4,200.00	0.00	0.00	0.00	-4,200.00	.0%*
001 32929		SITE PLAN REVIEW APP FEE					
	-21,700.00	-21,700.00	-25,400.00	0.00	0.00	3,700.00	117.1%
001 32932		DUE DILIGENCE					
	-750.00	-750.00	-750.00	-500.00	0.00	0.00	100.0%
001 32933		TELECOMMUNICATION PERMIT					
	-400.00	-400.00	0.00	0.00	0.00	-400.00	.0%*
001 32935		ADMINISTRATIVE WAIVER					
	0.00	0.00	-2,400.00	0.00	0.00	2,400.00	100.0%
001 32936		CODE TEXT AMENDMENT					
	-850.00	-850.00	0.00	0.00	0.00	-850.00	.0%*
001 32937		LOT LINE ADJUSTMENTS					
	-2,000.00	-2,000.00	-2,400.00	0.00	0.00	400.00	120.0%
001 32980		OTHER MISC PERMITS					
	0.00	0.00	-11,261.74	-4,514.00	0.00	11,261.74	100.0%
001 32981		SPECIAL EVENT PERMITS					
	-4,500.00	-4,500.00	-10,101.00	0.00	0.00	5,601.00	224.5%
001 32982		SPECIAL BANNER PERMITS					
	-2,000.00	-2,000.00	-610.00	-300.00	0.00	-1,390.00	30.5%*
001 32992		FIRE MARSHALL'S FEES					
	-35,000.00	-35,000.00	-59,788.90	-3,153.15	0.00	24,788.90	170.8%
001 32995		ADDRESS ASSIGNMENT					
	-1,000.00	-1,000.00	-180.00	-90.00	0.00	-820.00	18.0%*
001 33120		FEMA GRANT					
	0.00	-435,000.00	-646,074.44	0.00	0.00	211,074.44	148.5%
001 33170		DOS PRESERVATION					
	-37,500.00	-37,500.00	0.00	0.00	0.00	-37,500.00	.0%*
001 33350		HALF-CENT SALES TAX					
	-940,628.00	-940,628.00	-759,840.26	-81,590.79	0.00	-180,787.74	80.8%*
001 33512		STATE REVENUE SHARING PROCEED					
	-241,733.00	-241,733.00	-205,092.57	-33,646.24	0.00	-36,640.43	84.8%*
001 33514		MOBILE HOME TAX					
	-800.00	-800.00	-638.11	0.00	0.00	-161.89	79.8%*

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
001 33515		ALCOHOLIC BEV LICENSE					
	-23,000.00	-23,000.00	-21,972.36	0.00	0.00	-1,027.64	95.5%*
001 33522		FIREFIGHTERS SUPPLEMENT					
	-10,000.00	-10,000.00	-8,438.94	0.00	0.00	-1,561.06	84.4%*
001 33720		SCHOOL RESOURCE OFFICER					
	-131,200.00	-131,200.00	-102,551.74	0.00	0.00	-28,648.26	78.2%*
001 33721		DEA REIMBURSEMENT					
	-12,500.00	-12,500.00	-13,689.24	-8,545.52	0.00	1,189.24	109.5%
001 33722		NASSAU COUNTY OCEAN RESCUE					
	-130,000.00	-130,000.00	-109,069.71	-49,746.90	0.00	-20,930.29	83.9%*
001 33910		OCEAN, HIGHWAY AND PRT AUTHORITY					
	-50,000.00	-50,000.00	0.00	0.00	0.00	-50,000.00	.0%*
001 34260		AMBULANCE SERVICES					
	-450,000.00	-450,000.00	-515,804.69	-50,875.12	0.00	65,804.69	114.6%
001 34290		SHRIMP FESTIVAL REIMBURSEMENT					
	-6,000.00	-6,000.00	0.00	0.00	0.00	-6,000.00	.0%*
001 34700		TRUST ACTIVITIES NON-TAXABLE					
	-160,000.00	-160,000.00	-172,205.66	-22,743.50	0.00	12,205.66	107.6%
001 34701		TRUST ACTIVITIES TAXABLE					
	-23,000.00	-23,000.00	-30,275.16	-1,860.52	0.00	7,275.16	131.6%
001 34702		PARKS TRUST NON-TAXABLE					
	-12,000.00	-12,000.00	-11,635.28	-1,757.20	0.00	-364.72	97.0%*
001 34703		PARKS TRUST TAXABLE					
	0.00	0.00	-3,973.00	-194.00	0.00	3,973.00	100.0%
001 34704		RENTALS NON-TAXABLE					
	-8,000.00	-8,000.00	-4,397.50	0.00	0.00	-3,602.50	55.0%*
001 34705		SOFTBALL COMPLEX					
	-500.00	-500.00	-110.00	0.00	0.00	-390.00	22.0%*
001 34706		PARKS LAWN CHARGES					
	-13,500.00	-13,500.00	-381.46	0.00	0.00	-13,118.54	2.8%*
001 34720		RENTALS					
	-10,000.00	-10,000.00	-4,840.99	0.00	0.00	-5,159.01	48.4%*
001 34721		PECK RENTS					
	-8,000.00	-8,000.00	-835.00	0.00	0.00	-7,165.00	10.4%*
001 34722		PECK RENTS NON-TAXABLE					
	-25,000.00	-25,000.00	-16,725.12	-1,308.24	0.00	-8,274.88	66.9%*
001 34723		PECK TRUST TAXABLE					
	-6,500.00	-6,500.00	-5,575.44	-118.56	0.00	-924.56	85.8%*
001 34724		PECK TRUST NON-TAXABLE					
	-42,000.00	-42,000.00	-16,264.00	-325.00	0.00	-25,736.00	38.7%*
001 34725		MLK RENTS					
	-4,500.00	-4,500.00	-2,084.70	0.00	0.00	-2,415.30	46.3%*
001 34726		MLK RENTS NON-TAXABLE					
	0.00	0.00	-746.00	0.00	0.00	746.00	100.0%

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001 34728		MLK TRUST NON-TAXABLE					
	-12,500.00	-12,500.00	-16,890.00	-495.00	0.00	4,390.00	135.1%
001 34730		YOUTH TRUST ACTIVITIES					
	-17,000.00	-17,000.00	-34.87	0.00	0.00	-16,965.13	.2%*
001 34731		YOUTH CAMPS					
	-310,000.00	-310,000.00	-173,803.44	-13,036.76	0.00	-136,196.56	56.1%*
001 34741		AQUATICS TRUST NON-TAXABLE					
	-116,000.00	-116,000.00	-61,847.40	-7,326.00	0.00	-54,152.60	53.3%*
001 34742		SWIMMING POOLS					
	-54,000.00	-54,000.00	-34,827.77	-3,690.85	0.00	-19,172.23	64.5%*
001 34743		SWIMMING POOLS NON-TAXABLE					
	0.00	0.00	-2,400.00	0.00	0.00	2,400.00	100.0%
001 34745		GREENWAY					
	0.00	0.00	-205.00	0.00	0.00	205.00	100.0%
001 34746		GREENWAY TAXABLE					
	0.00	0.00	-255.00	-31.00	0.00	255.00	100.0%
001 35100		COURT CASES GENERAL FUND					
	-8,000.00	-8,000.00	-9,757.25	-812.73	0.00	1,757.25	122.0%
001 35115		PARKING TICKETS					
	-11,000.00	-11,000.00	-15,553.26	-826.76	0.00	4,553.26	141.4%
001 35116		POLICE CITATIONS					
	0.00	0.00	-289.90	-14.72	0.00	289.90	100.0%
001 35120		POLICE EDUCATION					
	-1,500.00	-1,500.00	-1,341.31	-116.69	0.00	-158.69	89.4%*
001 35911		FINGERPRINT-ACCI-INC REPORT					
	-1,000.00	-1,000.00	-2,143.42	-245.52	0.00	1,143.42	214.3%
001 36110		INTEREST					
	-165,000.00	-165,000.00	-100,251.12	-4,644.89	0.00	-64,748.88	60.8%*
001 36210		RENTS					
	-3,044.00	-3,044.00	-3,300.00	0.00	0.00	256.00	108.4%
001 36215		RENTS NON-TAXABLE					
	-23,800.00	-23,800.00	-20,067.42	100.00	0.00	-3,732.58	84.3%*
001 36990		OTHER REVENUE					
	-15,026.00	-15,026.00	-29,710.05	-1,621.04	0.00	14,684.05	197.7%
001 36992		GAIN ON SALE OF ASSET					
	0.00	0.00	-5,351.00	0.00	0.00	5,351.00	100.0%
001 36995		LATE FEES					
	0.00	0.00	-3.41	0.00	0.00	3.41	100.0%
001 36996		REVENUE-GARNISHMENT FEE					
	-100.00	-100.00	-174.00	-17.00	0.00	74.00	174.0%
001 36997		TDC REVENUE					
	-271,350.00	-271,350.00	0.00	0.00	0.00	-271,350.00	.0%*
001 38215		FROM UTILITY TAX					
	-1,500,000.00	-1,500,000.00	-1,375,000.00	-125,000.00	0.00	-125,000.00	91.7%*



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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
001 38244		FROM SANITATION					
	-36,000.00	-36,000.00	-33,000.00	-3,000.00	0.00	-3,000.00	91.7%*
001 38245		FROM WASTEWATER OPERATIONS					
	-360,000.00	-360,000.00	-330,000.00	-30,000.00	0.00	-30,000.00	91.7%*
001 38246		FROM WATER OPERATIONS					
	-180,000.00	-180,000.00	-165,000.00	-15,000.00	0.00	-15,000.00	91.7%*
001 38910		CASH BALANCE FORWARD					
	-5,549,299.00	-5,549,299.00	0.00	0.00	0.00	-5,549,299.00	.0%*
TOTAL GENERAL FUND	-31,188,172.00	-31,623,172.00	-24,302,308.77	-839,983.21	0.00	-7,320,863.23	76.8%
TOTAL REVENUES	-31,188,172.00	-31,623,172.00	-24,302,308.77	-839,983.21	0.00	-7,320,863.23	
0012200 FIRE							
0012200 36993		DONATIONS/CONTRIBUTIONS					
	-7,500.00	-7,500.00	-9,605.62	0.00	0.00	2,105.62	128.1%
TOTAL FIRE	-7,500.00	-7,500.00	-9,605.62	0.00	0.00	2,105.62	128.1%
TOTAL REVENUES	-7,500.00	-7,500.00	-9,605.62	0.00	0.00	2,105.62	
GRAND TOTAL	-31,195,672.00	-31,630,672.00	-24,311,914.39	-839,983.21	0.00	-7,318,757.61	76.9%

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Revenue	Amount	% Used
Revised Budget	(\$31,630,672.00)	65.8%
Less: Cash Balance Forward		
38910	5,549,299.00	
38911	.00	
Revised Budget excluding Cash	(\$26,081,373.00)	
YTD Actual Revenue	(\$24,311,914.39)	93.2%

Revised Budget excluding Cash	(\$26,081,373.00)
Less: YTD Expenditures	22,400,882.73
Net (Revenues) Expenditures	(\$ 3,680,490.27)

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ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
0011100 CITY COMMISSION 322,388.00	337,388.00	247,521.91	8,252.99	0.00	89,866.09	73.4%
0011200 CITY CLERK 538,003.00	538,003.00	444,889.99	28,932.18	0.00	93,113.01	82.7%
0011210 CITY MANAGER 639,551.00	639,551.00	405,289.43	42,758.38	13,267.90	220,993.67	65.4%
0011300 FINANCE 771,266.00	771,266.00	686,697.18	50,437.12	0.00	84,568.82	89.0%
0011310 INFORMATION TECHNOLOGY 747,157.00	770,257.00	679,564.40	62,416.87	741.17	89,951.43	88.3%
0011350 HUMAN RESOURCES 392,609.00	392,609.00	268,782.31	16,697.35	0.00	123,826.69	68.5%
0011400 CITY ATTORNEY 344,230.00	344,230.00	296,011.40	25,046.05	0.00	48,218.60	86.0%
0011500 PLANNING 655,651.00	655,651.00	488,927.19	35,587.44	1,105.30	165,618.51	74.7%
0011910 NON DEPARTMENTAL 259,320.00	259,320.00	216,742.98	21,122.75	4,965.21	37,611.81	85.5%
0011930 FACILITIES MAINTENANCE 689,730.00	703,410.00	592,581.42	45,146.20	0.00	110,828.58	84.2%
0012100 POLICE 6,110,101.00	6,110,101.00	5,125,716.46	380,241.84	50,721.65	933,662.89	84.7%
0012101 POLICE RANGERS 63,040.00	63,040.00	39,342.87	6,868.08	0.00	23,697.13	62.4%
0012200 FIRE 4,418,808.00	4,418,308.00	3,764,390.36	309,069.75	0.00	653,917.64	85.2%
0012201 FIRE OCEAN RESCUE 363,502.00	375,002.00	329,375.68	35,260.18	0.00	45,626.32	87.8%
0012400 BUILDING / PERMITTING 20,250.00	45,650.00	16,144.01	4,132.81	0.00	29,505.99	35.4%
0012420 CODE ENFORCEMENT 253,405.00	253,405.00	218,701.70	17,777.96	0.00	34,703.30	86.3%
0014100 STREETS 1,775,646.00	1,775,646.00	1,390,190.68	163,202.37	200.00	385,255.32	78.3%
0015200 DOWNTOWN 78,964.00	78,949.00	58,617.30	4,215.00	0.00	20,331.70	74.2%
0015640 PUBLIC ASSISTANCE 128,000.00	392,000.00	322,578.87	5,500.00	0.00	69,421.13	82.3%
0017100 LIBRARY 14,644.00	14,644.00	11,939.42	4,128.45	0.00	2,704.58	81.5%
0017200 RECREATION 1,372,394.00	1,373,548.00	1,041,235.94	83,131.05	0.00	332,312.06	75.8%
0017210 PARKS 1,653,362.00	1,653,438.00	1,108,982.19	97,289.51	27,800.00	516,655.81	68.8%



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0017220 PECK	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
0017220 PECK	248,706.00	272,033.00	163,477.29	15,229.31	23,513.00	85,042.71	68.7%
0017225 MLK CENTER	197,413.00	197,395.00	127,035.63	9,761.84	0.00	70,359.37	64.4%
0017230 YOUTH	342,847.00	342,847.00	227,956.94	21,145.66	0.00	114,890.06	66.5%
0017240 AQUATICS	337,242.00	336,231.00	198,975.18	19,174.78	0.00	137,255.82	59.2%
0018100 INTERFUND TRANSFERS OUT	3,636,676.00	4,131,676.00	3,929,214.00	202,474.00	0.00	202,462.00	95.1%
0018200 CONTINGENCIES	150,000.00	209,307.00	0.00	0.00	0.00	209,307.00	.0%
0018300 RESERVES	4,670,767.00	4,175,767.00	0.00	0.00	0.00	4,175,767.00	.0%
GRAND TOTAL							
	31,195,672.00	31,630,672.00	22,400,882.73	1,714,999.92	122,314.23	9,107,475.04	71.2%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
100 LAW ENFORCEMENT TRUST							
100 35110		FINES/FORFEITURES					
	-140.00	-140.00	-174.00	0.00	0.00	34.00	124.3%
100 36110		INTEREST					
	0.00	0.00	-17.09	-1.67	0.00	17.09	100.0%
100 38910		CASH BALANCE FORWARD					
	-2,301.00	-2,301.00	0.00	0.00	0.00	-2,301.00	.0%*
100 55200		OPERATING SUPPLIES					
	2,200.00	2,200.00	0.00	0.00	0.00	2,200.00	.0%
100 59990		RESERVE					
	241.00	241.00	0.00	0.00	0.00	241.00	.0%
TOTAL LAW ENFORCEMENT TRUST							
	0.00	0.00	-191.09	-1.67	0.00	191.09	100.0%
TOTAL REVENUES							
	-2,441.00	-2,441.00	-191.09	-1.67	0.00	-2,249.91	
TOTAL EXPENSES							
	2,441.00	2,441.00	0.00	0.00	0.00	2,441.00	
GRAND TOTAL							
	0.00	0.00	-191.09	-1.67	0.00	191.09	100.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
110 FEDERAL FORFEITURE							
110 35121		SEIZED CONTRABAND					
	-25,000.00	-25,000.00	-26,725.69	0.00	0.00	1,725.69	106.9%
110 36110		INTEREST					
	0.00	0.00	-749.30	-47.99	0.00	749.30	100.0%
110 36992		GAIN ON SALE OF ASSET					
	0.00	0.00	-19,077.45	0.00	0.00	19,077.45	100.0%
110 38910		CASH BALANCE FORWARD					
	-165,385.00	-165,385.00	0.00	0.00	0.00	-165,385.00	.0%*
110 55200		OPERATING SUPPLIES					
	15,000.00	8,800.00	7,576.71	3,471.22	0.00	1,223.29	86.1%
110 56400		MACH/EQUIP					
	148,500.00	148,500.00	147,523.18	0.00	0.00	976.82	99.3%
110 56401		EQUIP-NON CAPITAL					
	0.00	6,200.00	6,092.00	0.00	0.00	108.00	98.3%
110 59990		RESERVE					
	26,885.00	26,885.00	0.00	0.00	0.00	26,885.00	.0%
TOTAL FEDERAL FORFEITURE							
	0.00	0.00	114,639.45	3,423.23	0.00	-114,639.45	100.0%
TOTAL REVENUES							
	-190,385.00	-190,385.00	-46,552.44	-47.99	0.00	-143,832.56	
TOTAL EXPENSES							
	190,385.00	190,385.00	161,191.89	3,471.22	0.00	29,193.11	
GRAND TOTAL							
	0.00	0.00	114,639.45	3,423.23	0.00	-114,639.45	100.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
125 TREE TRUST SPECIAL REV FUND							
125 32219		TREE TRUST FUND RESERVE					
	-52,380.00	-52,380.00	-120,090.00	-13,235.00	0.00	67,710.00	229.3%
125 36110		INTEREST					
	0.00	0.00	-1,627.60	-183.29	0.00	1,627.60	100.0%
125 38910		CASH BALANCE FORWARD					
	-124,007.00	-124,007.00	0.00	0.00	0.00	-124,007.00	.0%*
125 53100		PROFESSIONAL SERVICES					
	10,000.00	10,000.00	5,995.00	165.00	0.00	4,005.00	60.0%
125 54970		PROGRAM COSTS					
	6,900.00	6,900.00	3,740.42	0.00	0.00	3,159.58	54.2%
125 55200		OPERATING SUPPLIES					
	3,900.00	3,900.00	80.97	0.00	0.00	3,819.03	2.1%
125 59990		RESERVE					
	155,587.00	155,587.00	0.00	0.00	0.00	155,587.00	.0%
TOTAL TREE TRUST SPECIAL REV FUND							
	0.00	0.00	-111,901.21	-13,253.29	0.00	111,901.21	100.0%
TOTAL REVENUES							
	-176,387.00	-176,387.00	-121,717.60	-13,418.29	0.00	-54,669.40	
TOTAL EXPENSES							
	176,387.00	176,387.00	9,816.39	165.00	0.00	166,570.61	
GRAND TOTAL							
	0.00	0.00	-111,901.21	-13,253.29	0.00	111,901.21	100.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
126 HDC SPECIAL REVENUE FUND							
126 32924		HDC APPLICATION FEE					
	0.00	0.00	-9,850.00	-2,470.00	0.00	9,850.00	100.0%
126 32931		HDC VARIANCE					
	-1,700.00	-1,700.00	-6,100.00	-850.00	0.00	4,400.00	358.8%
126 32934		CHANGE OF USE					
	-8,025.00	-8,025.00	0.00	0.00	0.00	-8,025.00	.0%*
126 36110		INTEREST					
	0.00	0.00	-207.80	-33.24	0.00	207.80	100.0%
126 38101		FROM GENERAL FUND					
	-30,000.00	-30,000.00	-27,500.00	-2,500.00	0.00	-2,500.00	91.7%*
126 38910		CASH BALANCE FORWARD					
	-12,250.00	-12,250.00	0.00	0.00	0.00	-12,250.00	.0%*
126 53100		PROFESSIONAL SERVICES					
	500.00	500.00	0.00	0.00	0.00	500.00	.0%
126 54970		PROGRAM COSTS					
	33,000.00	33,000.00	135.00	0.00	0.00	32,865.00	.4%
126 59990		RESERVE					
	18,475.00	18,475.00	0.00	0.00	0.00	18,475.00	.0%
TOTAL HDC SPECIAL REVENUE FUND							
	0.00	0.00	-43,522.80	-5,853.24	0.00	43,522.80	100.0%
TOTAL REVENUES							
	-51,975.00	-51,975.00	-43,657.80	-5,853.24	0.00	-8,317.20	
TOTAL EXPENSES							
	51,975.00	51,975.00	135.00	0.00	0.00	51,840.00	
GRAND TOTAL							
	0.00	0.00	-43,522.80	-5,853.24	0.00	43,522.80	100.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
130 CDBG ECON DEV							
130 36110		INTEREST					
	0.00	0.00	-3,540.59	-313.63	0.00	3,540.59	100.0%
130 38910		CASH BALANCE FORWARD					
	-101,181.00	-101,181.00	0.00	0.00	0.00	-101,181.00	.0%*
130 56300		IMPROVEMENTS					
	101,181.00	101,181.00	34,642.00	14,481.34	66,539.00	0.00	100.0%
TOTAL CDBG ECON DEV	0.00	0.00	31,101.41	14,167.71	66,539.00	-97,640.41	100.0%
		TOTAL REVENUES					
	-101,181.00	-101,181.00	-3,540.59	-313.63	0.00	-97,640.41	
		TOTAL EXPENSES					
	101,181.00	101,181.00	34,642.00	14,481.34	66,539.00	0.00	
	GRAND TOTAL						
	0.00	0.00	31,101.41	14,167.71	66,539.00	-97,640.41	100.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
135 LAND CONSERVATION TRUST							
135 36110		INTEREST					
	0.00	0.00	-7,335.30	-803.78	0.00	7,335.30	100.0%
135 36601		DONATIONS/LAND CONSERVATION					
	0.00	0.00	-315,460.00	-26,280.00	0.00	315,460.00	100.0%
135 36800		CAPITAL CONTRIBUTION					
	0.00	-307,284.00	-307,283.75	0.00	0.00	-0.25	100.0%*
135 38101		FROM GENERAL FUND					
	-1,207,000.00	-1,207,000.00	-1,207,000.00	0.00	0.00	0.00	100.0%
135 56100		LAND					
	1,000,000.00	1,307,284.00	623,849.25	0.00	0.00	683,434.75	47.7%
135 59990		RESERVE					
	207,000.00	207,000.00	0.00	0.00	0.00	207,000.00	.0%
TOTAL LAND CONSERVATION TRUST							
	0.00	0.00	-1,213,229.80	-27,083.78	0.00	1,213,229.80	100.0%
TOTAL REVENUES							
	-1,207,000.00	-1,514,284.00	-1,837,079.05	-27,083.78	0.00	322,795.05	
TOTAL EXPENSES							
	1,207,000.00	1,514,284.00	623,849.25	0.00	0.00	890,434.75	
GRAND TOTAL							
	0.00	0.00	-1,213,229.80	-27,083.78	0.00	1,213,229.80	100.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
140 BUILDING FEES FUND							
140 32200		BUILDING PERMITS					
	-655,000.00	-655,000.00	-501,143.60	-59,025.75	0.00	-153,856.40	76.5%*
140 32202		BUILDING PERMIT-CONSTRUCTION					
	-300,000.00	-300,000.00	-199,370.00	-22,718.50	0.00	-100,630.00	66.5%*
140 32203		BUILDING PERMIT-DEMOLITION					
	-7,500.00	-7,500.00	-4,720.00	-712.00	0.00	-2,780.00	62.9%*
140 32206		BUILDING PERMIT-AFTER THE FACT					
	-5,000.00	-5,000.00	-28,318.00	-3,988.00	0.00	23,318.00	566.4%
140 32207		BUILDING PERMIT-REINSPECTION					
	-3,500.00	-3,500.00	-3,150.00	-805.00	0.00	-350.00	90.0%*
140 32208		BUILDING PERMIT-2ND REINSPECT					
	-100.00	-100.00	-700.00	-70.00	0.00	600.00	700.0%
140 32903		SIGN PERMITS					
	-2,250.00	-2,250.00	-4,418.00	-1,160.00	0.00	2,168.00	196.4%
140 32905		ELECTRICAL PERMITS-GENERAL					
	-60,000.00	-60,000.00	-55,550.00	-4,590.00	0.00	-4,450.00	92.6%*
140 32906		ELECTRICAL PERMITS-TEMPORARY P					
	-8,500.00	-8,500.00	-4,725.00	-525.00	0.00	-3,775.00	55.6%*
140 32908		GAS PERMITS-GENERAL					
	-14,000.00	-14,000.00	-12,720.00	-800.00	0.00	-1,280.00	90.9%*
140 32909		GAS PERMITS-LP INSTALLATION					
	-6,000.00	-6,000.00	-4,275.00	-675.00	0.00	-1,725.00	71.3%*
140 32911		MECHANICAL					
	-75,000.00	-75,000.00	-33,381.00	-640.00	0.00	-41,619.00	44.5%*
140 32912		PLUMBING PERMITS					
	-35,000.00	-35,000.00	-27,626.00	-2,390.00	0.00	-7,374.00	78.9%*
140 32913		PLUMBING-FIXTURE FEES					
	-25,000.00	-25,000.00	-22,323.00	-1,659.00	0.00	-2,677.00	89.3%*
140 32920		CDD COPIES MADE FEE					
	0.00	0.00	-379.45	0.00	0.00	379.45	100.0%
140 32960		ADMINISTRATION COST BLDING SU					
	-2,000.00	-2,000.00	-4,124.94	0.00	0.00	2,124.94	206.2%
140 32980		OTHER MISC PERMITS					
	-1,000.00	-1,000.00	-890.00	-35.00	0.00	-110.00	89.0%*
140 36110		INTEREST					
	0.00	0.00	-23,400.73	-2,184.31	0.00	23,400.73	100.0%
140 36992		GAIN ON SALE OF ASSET					
	-24,000.00	-24,000.00	-26,915.45	0.00	0.00	2,915.45	112.1%
140 38910		CASH BALANCE FORWARD					
	-2,409,892.00	-2,409,892.00	-3,250,862.25	0.00	0.00	840,970.25	134.9%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
140 51200		SALARIES					
	658,235.00	669,588.00	459,068.72	42,003.68	0.00	210,519.28	68.6%
140 51350		PART-TIME					
	40,164.00	40,164.00	7,697.10	0.00	0.00	32,466.90	19.2%
140 51400		OVERTIME					
	5,000.00	15,000.00	6,554.71	-0.01	0.00	8,445.29	43.7%
140 52100		FICA					
	53,810.00	54,577.00	34,684.21	3,028.11	0.00	19,892.79	63.6%
140 52200		RETIREMENT					
	150,472.00	152,918.00	111,563.23	10,064.08	0.00	41,354.77	73.0%
140 52300		HEALTH INSUR					
	121,789.00	131,789.00	87,574.76	8,215.47	0.00	44,214.24	66.5%
140 52301		LIFE INSUR					
	3,493.00	3,793.00	2,552.64	235.00	0.00	1,240.36	67.3%
140 52400		WORKERS' COMP					
	10,412.00	10,532.00	9,548.00	868.00	0.00	984.00	90.7%
140 53100		PROFESSIONAL SERVICES					
	137,000.00	388,400.00	40,795.16	1,125.00	93,380.00	254,224.84	34.5%
140 53400		CONTRACTUAL					
	109,325.00	101,825.01	45,170.68	407.27	0.00	56,654.33	44.4%
140 54000		TRAINING/TRAVEL					
	49,040.00	49,040.00	12,094.62	-27.98	0.00	36,945.38	24.7%
140 54100		COMM - PHONE/FAX/ALARM					
	647.00	647.00	674.15	17.12	0.00	-27.15	104.2%*
140 54101		COMMUNICATIONS-CELLULAR					
	4,920.00	12,419.99	8,039.50	757.54	0.00	4,380.49	64.7%
140 54500		INSURANCE					
	8,470.00	8,470.00	7,766.00	706.00	0.00	704.00	91.7%
140 54610		R/M BLDG & GROUNDS					
	0.00	17,365.00	5,623.12	227.87	0.00	11,741.88	32.4%
140 54620		R/M EQUIPMENT					
	685.00	685.00	0.00	0.00	0.00	685.00	.0%
140 54630		R/M VEHICLES-LABOR					
	1,200.00	2,400.00	1,954.00	487.50	0.00	446.00	81.4%
140 54640		R/M VEHICLES-PARTS					
	500.00	8,150.00	8,735.14	102.45	0.00	-585.14	107.2%*
140 54700		PRINTING					
	9,675.00	2,175.01	7.20	7.20	0.00	2,167.81	.3%
140 54934		LEGAL/CONTRACTUAL					
	20,825.00	20,825.00	0.00	0.00	0.00	20,825.00	.0%
140 55100		OFFICE SUPPLIES					
	5,000.00	5,000.00	2,241.35	42.47	0.00	2,758.65	44.8%
140 55200		OPERATING SUPPLIES					
	8,680.00	98,429.99	98,670.45	63,744.43	0.00	-240.46	100.2%*



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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
140 55210		UNIFORMS					
	4,350.00	4,350.00	1,848.31	0.00	0.00	2,501.69	42.5%
140 55230		GAS/OIL					
	3,500.00	4,000.00	3,205.41	411.55	0.00	794.59	80.1%
140 55400		BOOKS/SUBS/DUES					
	21,000.00	21,000.00	7,546.83	227.00	0.00	13,453.17	35.9%
140 56400		EQUIPMENT					
	30,000.00	124,671.00	92,551.20	31,556.95	31,556.95	562.85	99.5%
140 56401		NON CAP EQUIP					
	5,400.00	5,400.00	4,389.96	0.00	0.00	1,010.04	81.3%
140 59990		RESERVE					
	2,170,150.00	1,680,128.00	0.00	0.00	0.00	1,680,128.00	.0%
TOTAL BUILDING FEES FUND	0.00	0.00	-3,148,435.97	62,229.14	124,936.95	3,023,499.02	100.0%
TOTAL REVENUES	-3,633,742.00	-3,633,742.00	-4,208,992.42	-101,977.56	0.00	575,250.42	
TOTAL EXPENSES	3,633,742.00	3,633,742.00	1,060,556.45	164,206.70	124,936.95	2,448,248.60	
GRAND TOTAL	0.00	0.00	-3,148,435.97	62,229.14	124,936.95	3,023,499.02	100.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
145 WASTEWATER IMPACT							
145 36110		INTEREST					
	-10,800.00	-10,800.00	-10,671.26	-969.89	0.00	-128.74	98.8%*
145 36310		IMPACT FEES- INCORPORATED AREA					
	-464,200.00	-464,200.00	-444,769.27	-43,415.23	0.00	-19,430.73	95.8%*
145 36311		IMPACT FEES- UNINCORPORATED					
	-72,531.00	-72,531.00	-23,668.59	-305.44	0.00	-48,862.41	32.6%*
145 38910		CASH BALANCE FORWARD					
	-1,434,998.00	-1,434,998.00	0.00	0.00	0.00	-1,434,998.00	.0%*
145 59230		TRANSFER TO UTIL ACQ DS					
	500,000.00	500,000.00	458,337.00	41,667.00	0.00	41,663.00	91.7%
145 59990		RESERVE					
	1,482,529.00	1,482,529.00	0.00	0.00	0.00	1,482,529.00	.0%
TOTAL WASTEWATER IMPACT	0.00	0.00	-20,772.12	-3,023.56	0.00	20,772.12	100.0%
		TOTAL REVENUES					
	-1,982,529.00	-1,982,529.00	-479,109.12	-44,690.56	0.00	-1,503,419.88	
		TOTAL EXPENSES					
	1,982,529.00	1,982,529.00	458,337.00	41,667.00	0.00	1,524,192.00	
	GRAND TOTAL	0.00	-20,772.12	-3,023.56	0.00	20,772.12	100.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
146 WATER IMPACT							
146 36110		INTEREST					
	0.00	0.00	-2,732.34	-201.82	0.00	2,732.34	100.0%
146 36310		IMPACT FEES- INCORPORATED AREA					
	-191,800.00	-191,800.00	-169,300.31	-17,836.63	0.00	-22,499.69	88.3%*
146 36311		IMPACT FEES- UNINCORPORATED					
	-59,937.00	-59,937.00	-8,382.48	-108.18	0.00	-51,554.52	14.0%*
146 38910		CASH BALANCE FORWARD					
	-433,404.00	-433,404.00	0.00	0.00	0.00	-433,404.00	.0%*
146 59230		TRANSFER TO UTIL ACQ DS					
	340,000.00	340,000.00	311,663.00	28,333.00	0.00	28,337.00	91.7%
146 59990		RESERVE					
	345,141.00	345,141.00	0.00	0.00	0.00	345,141.00	.0%
TOTAL WATER IMPACT							
	0.00	0.00	131,247.87	10,186.37	0.00	-131,247.87	100.0%
TOTAL REVENUES							
	-685,141.00	-685,141.00	-180,415.13	-18,146.63	0.00	-504,725.87	
TOTAL EXPENSES							
	685,141.00	685,141.00	311,663.00	28,333.00	0.00	373,478.00	
GRAND TOTAL							
	0.00	0.00	131,247.87	10,186.37	0.00	-131,247.87	100.0%

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



FOR 2020 11

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
150 UTILITY TAX							
0000 UNDEFINED							
150 UTILITY TAX							
150 31410		ELECTRIC MUNICIPAL TAX					
	-700,376.00	-700,376.00	-863,544.28	-115,803.53	0.00	163,168.28	123.3%
150 31420		TELEPHONE MUNICIPAL TAX					
	-659,022.00	-659,022.00	-661,899.32	-59,584.78	0.00	2,877.32	100.4%
150 31430		WATER MUNICIPAL TAX					
	0.00	0.00	216.06	0.00	0.00	-216.06	100.0%*
150 31440		GAS MUNICIPAL TAX					
	-110,000.00	-110,000.00	-153,717.20	-25,945.93	0.00	43,717.20	139.7%
150 36110		INTEREST					
	0.00	0.00	-3,136.67	-373.55	0.00	3,136.67	100.0%
150 38910		CASH BALANCE FORWARD					
	-339,128.00	-339,128.00	0.00	0.00	0.00	-339,128.00	.0%*
150 59100		TRANSFER TO GENERAL FUND					
	1,500,000.00	1,500,000.00	1,375,000.00	125,000.00	0.00	125,000.00	91.7%
150 59990		RESERVE					
	308,526.00	308,526.00	0.00	0.00	0.00	308,526.00	.0%
TOTAL UTILITY TAX	0.00	0.00	-307,081.41	-76,707.79	0.00	307,081.41	100.0%
TOTAL REVENUES	-1,808,526.00	-1,808,526.00	-1,682,081.41	-201,707.79	0.00	-126,444.59	
TOTAL EXPENSES	1,808,526.00	1,808,526.00	1,375,000.00	125,000.00	0.00	433,526.00	
GRAND TOTAL	0.00	0.00	-307,081.41	-76,707.79	0.00	307,081.41	100.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
170 CEMETERY							
170 32970		BURIAL PERMITS					
	-3,000.00	-3,000.00	-4,080.00	-1,000.00	0.00	1,080.00	136.0%
170 34560		MARKER SETTING FEES					
	-2,200.00	-2,200.00	-2,920.00	-320.00	0.00	720.00	132.7%
170 34570		PERPETUAL CARE					
	-50,000.00	-50,000.00	-40,505.26	-5,444.51	0.00	-9,494.74	81.0%*
170 34580		SALE OF LOTS					
	-82,500.00	-82,500.00	-67,503.09	-8,421.23	0.00	-14,996.91	81.8%*
170 36110		INTEREST					
	-10,000.00	-10,000.00	-20,240.24	-7,076.61	0.00	10,240.24	202.4%
170 36120		UNREALIZED GAIN					
	0.00	0.00	-428.60	786.25	0.00	428.60	100.0%
170 38101		FROM GENERAL FUND					
	-11,300.00	-11,300.00	-10,362.00	-942.00	0.00	-938.00	91.7%*
170 38910		CASH BALANCE FORWARD					
	-111,261.00	-111,261.00	0.00	0.00	0.00	-111,261.00	.0%*
170 38913		CASH BAL FOR RESTD CEMET					
	-1,050,322.00	-1,050,322.00	0.00	0.00	0.00	-1,050,322.00	.0%*
170 51200		SALARIES					
	77,162.00	77,162.00	68,653.17	5,878.43	0.00	8,508.83	89.0%
170 51400		OVERTIME					
	2,000.00	2,000.00	2.95	0.00	0.00	1,997.05	.1%
170 52100		FICA					
	6,056.00	6,056.00	4,798.98	407.08	0.00	1,257.02	79.2%
170 52200		RETIREMENT					
	18,488.00	18,488.00	16,449.99	1,408.48	0.00	2,038.01	89.0%
170 52300		HEALTH INSUR					
	26,712.00	26,712.00	24,374.70	2,226.00	0.00	2,337.30	91.3%
170 52301		LIFE INSUR					
	431.00	431.00	397.15	36.19	0.00	33.85	92.1%
170 52400		WORKERS' COMP					
	7,006.00	7,006.00	6,424.00	584.00	0.00	582.00	91.7%
170 53200		AUDITING					
	2,265.00	2,265.00	2,079.00	189.00	0.00	186.00	91.8%
170 53400		CONTRACTUAL					
	8,588.00	8,588.00	5,437.34	59.32	0.00	3,150.66	63.3%
170 54101		COMMUNICATIONS-CELLULAR					
	0.00	50.00	28.03	10.37	0.00	21.97	56.1%
170 54300		UTILITIES ELECTRIC					
	3,800.00	3,800.00	1,204.72	218.44	0.00	2,595.28	31.7%



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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
170 54310		UTILITIES-WATER & WASTEWATER					
	1,000.00	1,000.00	148.37	11.96	0.00	851.63	14.8%
170 54500		INSURANCE					
	2,834.00	2,834.00	2,596.00	236.00	0.00	238.00	91.6%
170 54610		R/M BLDG & GROUNDS					
	13,000.00	13,000.00	4,317.82	0.00	0.00	8,682.18	33.2%
170 54620		R/M EQUIPMENT					
	2,000.00	2,000.00	906.35	255.89	0.00	1,093.65	45.3%
170 54630		R/M VEHICLES-LABOR					
	2,200.00	2,200.00	1,948.75	168.75	0.00	251.25	88.6%
170 54640		R/M VEHICLES-PARTS					
	1,500.00	1,500.00	2,274.66	550.01	0.00	-774.66	151.6%*
170 55200		OPERATING SUPPLIES					
	2,500.00	2,321.00	154.26	66.58	0.00	2,166.74	6.6%
170 55210		UNIFORMS					
	1,200.00	1,200.00	781.07	0.00	0.00	418.93	65.1%
170 55230		GAS/OIL					
	3,000.00	3,000.00	2,063.54	281.34	0.00	936.46	68.8%
170 56400		MACH/EQUIP					
	22,000.00	22,129.00	22,128.90	0.00	0.00	0.10	100.0%
170 59990		RESERVE					
	40,236.00	40,236.00	0.00	0.00	0.00	40,236.00	.0%
170 59997		RESERVE REST'D FOR CEMETERY					
	1,076,605.00	1,076,605.00	0.00	0.00	0.00	1,076,605.00	.0%
TOTAL CEMETERY	0.00	0.00	21,130.56	-9,830.26	0.00	-21,130.56	100.0%
TOTAL REVENUES	-1,320,583.00	-1,320,583.00	-146,039.19	-22,418.10	0.00	-1,174,543.81	
TOTAL EXPENSES	1,320,583.00	1,320,583.00	167,169.75	12,587.84	0.00	1,153,413.25	
GRAND TOTAL	0.00	0.00	21,130.56	-9,830.26	0.00	-21,130.56	100.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
180 COMM DEVELOP AREA							
180 31110		PROPERTY TAXES					
	-11,453.00	-11,453.00	-11,453.51	0.00	0.00	0.51	100.0%
180 31117		PROPERTY TAXES-COUNTY					
	-13,386.00	-13,386.00	-13,386.37	0.00	0.00	0.37	100.0%
180 36110		INTEREST					
	0.00	0.00	-180.87	-31.50	0.00	180.87	100.0%
180 36991		PARKING REVENUE					
	-1,000.00	-1,000.00	0.00	0.00	0.00	-1,000.00	.0%*
180 38910		CASH BALANCE FORWARD					
	-29,785.00	-29,785.00	0.00	0.00	0.00	-29,785.00	.0%*
180 59990		RESERVE					
	55,624.00	55,624.00	0.00	0.00	0.00	55,624.00	.0%
TOTAL COMM DEVELOP AREA							
	0.00	0.00	-25,020.75	-31.50	0.00	25,020.75	100.0%
TOTAL REVENUES							
	-55,624.00	-55,624.00	-25,020.75	-31.50	0.00	-30,603.25	
TOTAL EXPENSES							
	55,624.00	55,624.00	0.00	0.00	0.00	55,624.00	
GRAND TOTAL							
	0.00	0.00	-25,020.75	-31.50	0.00	25,020.75	100.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
190 LAW ENFORCE RECOVERY							
190 34210		FEDERAL LAW ENFORCEMENT SUPP					
	-123,726.00	-123,726.00	-103,105.00	-10,310.50	0.00	-20,621.00	83.3%*
190 36110		INTEREST					
	0.00	0.00	-327.08	-31.63	0.00	327.08	100.0%
190 36992		GAIN ON SALE OF ASSET					
	0.00	0.00	-1,675.00	0.00	0.00	1,675.00	100.0%
190 38910		CASH BALANCE FORWARD					
	-97,023.00	-97,023.00	0.00	0.00	0.00	-97,023.00	.0%*
190 53400		CONTRACTUAL					
	0.00	2,200.00	2,200.00	0.00	0.00	0.00	100.0%
190 54000		TRAINING/TRAVEL					
	11,500.00	6,900.00	2,698.20	0.00	0.00	4,201.80	39.1%
190 54921		UNDERCOVER					
	7,000.00	7,000.00	3,000.00	0.00	0.00	4,000.00	42.9%
190 55200		OPERATING SUPPLIES					
	30,000.00	30,000.00	29,908.56	231.77	0.00	91.44	99.7%
190 56400		MACH/EQUIP					
	109,000.00	113,600.00	108,217.41	0.00	0.00	5,382.59	95.3%
190 56401		EQUIP-NON CAPITAL					
	13,000.00	10,800.00	9,604.99	0.00	0.00	1,195.01	88.9%
190 59990		RESERVE					
	50,249.00	50,249.00	0.00	0.00	0.00	50,249.00	.0%
TOTAL LAW ENFORCE RECOVERY							
	0.00	0.00	50,522.08	-10,110.36	0.00	-50,522.08	100.0%
TOTAL REVENUES							
	-220,749.00	-220,749.00	-105,107.08	-10,342.13	0.00	-115,641.92	
TOTAL EXPENSES							
	220,749.00	220,749.00	155,629.16	231.77	0.00	65,119.84	
GRAND TOTAL							
	0.00	0.00	50,522.08	-10,110.36	0.00	-50,522.08	100.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
220 BOND DEBT SERVICE							
220 36110		INTEREST					
	0.00	0.00	-399.03	0.00	0.00	399.03	100.0%
220 38101		FROM GENERAL FUND					
	-423,376.00	-423,376.00	-388,091.00	-35,281.00	0.00	-35,285.00	91.7%*
220 38910		CASH BALANCE FORWARD					
	-4,464.00	-4,464.00	0.00	0.00	0.00	-4,464.00	.0%*
220 57100		PRINCIPAL					
	404,000.00	404,000.00	404,000.00	0.00	0.00	0.00	100.0%
220 57200		INTEREST					
	19,376.00	19,376.00	19,375.60	0.00	0.00	0.40	100.0%
220 59990		RESERVE					
	4,464.00	4,464.00	0.00	0.00	0.00	4,464.00	.0%
TOTAL BOND DEBT SERVICE							
	0.00	0.00	34,885.57	-35,281.00	0.00	-34,885.57	100.0%
TOTAL REVENUES							
	-427,840.00	-427,840.00	-388,490.03	-35,281.00	0.00	-39,349.97	
TOTAL EXPENSES							
	427,840.00	427,840.00	423,375.60	0.00	0.00	4,464.40	
GRAND TOTAL							
	0.00	0.00	34,885.57	-35,281.00	0.00	-34,885.57	100.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
230 UTILITY DEBT SERVICE							
230 36110		INTEREST					
	0.00	0.00	-8,486.77	-1,410.43	0.00	8,486.77	100.0%
230 38140		FROM WW IMPACT FEES					
	-500,000.00	-500,000.00	-458,337.00	-41,667.00	0.00	-41,663.00	91.7%*
230 38141		FROM WATER IMPACT FEES					
	-340,000.00	-340,000.00	-311,663.00	-28,333.00	0.00	-28,337.00	91.7%*
230 38145		FROM WASTEWATER					
	-418,629.00	-418,629.00	-383,746.00	-34,886.00	0.00	-34,883.00	91.7%*
230 38146		FROM WATER					
	-1,495,471.00	-1,495,471.00	-1,370,853.00	-124,623.00	0.00	-124,618.00	91.7%*
230 38910		CASH BALANCE FORWARD					
	-274,000.00	-274,000.00	0.00	0.00	0.00	-274,000.00	.0%*
230 57100		PRINCIPAL					
	1,575,000.00	1,575,000.00	0.00	0.00	0.00	1,575,000.00	.0%
230 57200		INTEREST					
	1,179,100.00	1,179,100.00	589,576.38	0.00	0.00	589,523.62	50.0%
230 59990		RESERVE					
	274,000.00	274,000.00	0.00	0.00	0.00	274,000.00	.0%
TOTAL UTILITY DEBT SERVICE							
	0.00	0.00	-1,943,509.39	-230,919.43	0.00	1,943,509.39	100.0%
TOTAL REVENUES							
	-3,028,100.00	-3,028,100.00	-2,533,085.77	-230,919.43	0.00	-495,014.23	
TOTAL EXPENSES							
	3,028,100.00	3,028,100.00	589,576.38	0.00	0.00	2,438,523.62	
GRAND TOTAL							
	0.00	0.00	-1,943,509.39	-230,919.43	0.00	1,943,509.39	100.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
300 CAPITAL IMPROVEMENT							
300 33324		USACE REFUND					
	0.00	0.00	-224,354.46	0.00	0.00	224,354.46	100.0%
300 33400		STATE GRANT					
	-64,900.00	-64,900.00	-434,722.12	0.00	0.00	369,822.12	669.8%
300 33544		8TH CENT GAS TAX					
	-125,000.00	-125,000.00	-105,653.77	-17,332.92	0.00	-19,346.23	84.5%*
300 33710		COUNTY GRANT					
	-35,100.00	-35,100.00	-103,669.33	0.00	0.00	68,569.33	295.4%
300 36110		INTEREST					
	-12,000.00	-12,000.00	-4,716.81	-203.96	0.00	-7,283.19	39.3%*
300 38101		FROM GENERAL FUND					
	-1,445,000.00	-1,445,000.00	-1,324,587.00	-120,417.00	0.00	-120,413.00	91.7%*
300 38152		FROM UB					
	-10,700.00	-10,700.00	-9,808.37	-891.67	0.00	-891.63	91.7%*
300 38410		LOAN PROCEEDS					
	-525,000.00	-525,000.00	0.00	0.00	0.00	-525,000.00	.0%*
300 38910		CASH BALANCE FORWARD					
	-374,437.00	-374,437.00	0.00	0.00	0.00	-374,437.00	.0%*
TOTAL CAPITAL IMPROVEMENT							
	-2,592,137.00	-2,592,137.00	-2,207,511.86	-138,845.55	0.00	-384,625.14	85.2%
TOTAL REVENUES							
	-2,592,137.00	-2,592,137.00	-2,207,511.86	-138,845.55	0.00	-384,625.14	
GRAND TOTAL							
	-2,592,137.00	-2,592,137.00	-2,207,511.86	-138,845.55	0.00	-384,625.14	85.2%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
3001000 GENERAL GOVERNMENT							
3001000 57100	PRINCIPAL						
	685,090.00	685,090.00	233,609.72	0.00	0.00	451,480.28	34.1%
3001000 57200	INTEREST						
	16,301.00	16,301.00	9,820.43	0.00	0.00	6,480.57	60.2%
3001000 57310	BOND EXPENSE						
	700.00	700.00	630.00	0.00	0.00	70.00	90.0%
3001000 59990	RESERVE						
	4,546.00	4,546.00	0.00	0.00	0.00	4,546.00	.0%
TOTAL GENERAL GOVERNMENT	706,637.00	706,637.00	244,060.15	0.00	0.00	462,576.85	34.5%
TOTAL EXPENSES	706,637.00	706,637.00	244,060.15	0.00	0.00	462,576.85	
3001310 CAP IMP IT							
3001310 56400	EQUIPMENT						
	125,000.00	125,000.00	125,319.03	16,593.02	0.00	-319.03	100.3%*
TOTAL CAP IMP IT	125,000.00	125,000.00	125,319.03	16,593.02	0.00	-319.03	100.3%
TOTAL EXPENSES	125,000.00	125,000.00	125,319.03	16,593.02	0.00	-319.03	
3002100 CAP IMP POLICE							
3002100 56400	EQUIPMENT						
	55,000.00	55,000.00	45,768.46	38,665.33	0.00	9,231.54	83.2%
TOTAL CAP IMP POLICE	55,000.00	55,000.00	45,768.46	38,665.33	0.00	9,231.54	83.2%
TOTAL EXPENSES	55,000.00	55,000.00	45,768.46	38,665.33	0.00	9,231.54	
3002200 CAP IMP FIRE							
3002200 56400	MACH/EQUIP						
	525,000.00	525,000.00	288,577.41	0.00	231,522.59	4,900.00	99.1%

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3002200 CAP IMP FIRE	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
TOTAL CAP IMP FIRE	525,000.00	525,000.00	288,577.41	0.00	231,522.59	4,900.00	99.1%
TOTAL EXPENSES	525,000.00	525,000.00	288,577.41	0.00	231,522.59	4,900.00	
3004100 CAP IMP STREETS							
3004100 56311	117,000.00	115,185.00	114,160.40	1,396.02	0.00	1,024.60	99.1%
3004100 56312	37,000.00	37,000.00	36,782.05	0.00	0.00	217.95	99.4%
3004100 56320	462,500.00	464,315.00	463,799.35	1,672.45	0.00	515.65	99.9%
3004100 56500	250,000.00	250,000.00	0.00	0.00	0.00	250,000.00	.0%
TOTAL CAP IMP STREETS	866,500.00	866,500.00	614,741.80	3,068.47	0.00	251,758.20	70.9%
TOTAL EXPENSES	866,500.00	866,500.00	614,741.80	3,068.47	0.00	251,758.20	
3007200 CAP IMP REC							
3007200 56327	65,000.00	65,000.00	0.00	0.00	0.00	65,000.00	.0%
3007200 56331	35,000.00	35,000.00	4,786.00	0.00	25,214.00	5,000.00	85.7%
3007200 56365	0.00	0.00	2,375.00	0.00	0.00	-2,375.00	100.0%*
TOTAL CAP IMP REC	100,000.00	100,000.00	7,161.00	0.00	25,214.00	67,625.00	32.4%
TOTAL EXPENSES	100,000.00	100,000.00	7,161.00	0.00	25,214.00	67,625.00	
3007210 PARKS IMPROVEMENTS							
3007210 56300	84,000.00	83,670.00	9,368.02	1,200.00	15,000.00	59,301.98	29.1%



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3007210	PARKS IMPROVEMENTS						
	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
TOTAL PARKS IMPROVEMENTS							
	84,000.00	83,670.00	9,368.02	1,200.00	15,000.00	59,301.98	29.1%
TOTAL EXPENSES							
	84,000.00	83,670.00	9,368.02	1,200.00	15,000.00	59,301.98	
3007220 CAP IMP PECK							
3007220 56300 IMPROVEMENTS							
	55,000.00	55,330.00	55,329.35	0.00	0.00	0.65	100.0%
TOTAL CAP IMP PECK							
	55,000.00	55,330.00	55,329.35	0.00	0.00	0.65	100.0%
TOTAL EXPENSES							
	55,000.00	55,330.00	55,329.35	0.00	0.00	0.65	
3007225 MLK CENTER							
3007225 56300 IMPROVEMENTS							
	75,000.00	75,000.00	49,433.44	17,477.13	17,848.71	7,717.85	89.7%
TOTAL MLK CENTER							
	75,000.00	75,000.00	49,433.44	17,477.13	17,848.71	7,717.85	89.7%
TOTAL EXPENSES							
	75,000.00	75,000.00	49,433.44	17,477.13	17,848.71	7,717.85	
GRAND TOTAL							
	2,592,137.00	2,592,137.00	1,439,758.66	77,003.95	289,585.30	862,793.04	66.7%

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Revenues	(\$2,207,512)
Expenses	<u>\$1,439,759</u>
Net	(\$ 767,753)

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ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
310 CAPITAL EXPANSION						
310 33400	STATE GRANT					
	0.00 -75,000.00	-74,991.50	0.00	0.00	-8.50	100.0%*
310 36110	INTEREST					
	-10,000.00 -10,000.00	-33,637.71	-2,557.78	0.00	23,637.71	336.4%
310 38410	LOAN PROCEEDS					
	-1,500,000.00 -1,500,000.00	0.00	0.00	0.00	-1,500,000.00	.0%*
TOTAL CAPITAL EXPANSION						
	-1,510,000.00 -1,585,000.00	-108,629.21	-2,557.78	0.00	-1,476,370.79	6.9%
TOTAL REVENUES						
	-1,510,000.00 -1,585,000.00	-108,629.21	-2,557.78	0.00	-1,476,370.79	
3101000 CAP EXP ADMIN						
3101000 32410	IMPACT FEES ADMIN					
	-221,500.00 -221,500.00	-96,861.52	-13,142.50	0.00	-124,638.48	43.7%*
3101000 38910	CASH BALANCE FORWARD					
	-798,766.00 -798,766.00	0.00	0.00	0.00	-798,766.00	.0%*
TOTAL CAP EXP ADMIN						
	-1,020,266.00 -1,020,266.00	-96,861.52	-13,142.50	0.00	-923,404.48	9.5%
TOTAL REVENUES						
	-1,020,266.00 -1,020,266.00	-96,861.52	-13,142.50	0.00	-923,404.48	
3102100 CAP EXP POLICE						
3102100 32421	IMPACT FEES POLICE					
	-132,000.00 -132,000.00	-57,723.31	-7,832.08	0.00	-74,276.69	43.7%*
3102100 38910	CASH BALANCE FORWARD					
	-208,431.00 -208,431.00	0.00	0.00	0.00	-208,431.00	.0%*
TOTAL CAP EXP POLICE						
	-340,431.00 -340,431.00	-57,723.31	-7,832.08	0.00	-282,707.69	17.0%
TOTAL REVENUES						
	-340,431.00 -340,431.00	-57,723.31	-7,832.08	0.00	-282,707.69	
3102200 CAP EXP FIRE						
3102200 32422	IMPACT FEES FIRE					



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3102200 CAP EXP FIRE	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
	-180,000.00	-180,000.00	-78,713.64	-10,680.12	0.00	-101,286.36	43.7%*
3102200 38910	CASH BALANCE FORWARD						
	-602,072.00	-602,072.00	0.00	0.00	0.00	-602,072.00	.0%*
TOTAL CAP EXP FIRE	-782,072.00	-782,072.00	-78,713.64	-10,680.12	0.00	-703,358.36	10.1%
TOTAL REVENUES	-782,072.00	-782,072.00	-78,713.64	-10,680.12	0.00	-703,358.36	
3107200 CAP EXP RECREATION							
3107200 32470	IMPACT FEES RECREATION						
	-1,442,500.00	-1,442,500.00	-447,001.92	-73,380.00	0.00	-995,498.08	31.0%*
3107200 38910	CASH BALANCE FORWARD						
	-2,595,960.00	-2,595,960.00	0.00	0.00	0.00	-2,595,960.00	.0%*
TOTAL CAP EXP RECREATION	-4,038,460.00	-4,038,460.00	-447,001.92	-73,380.00	0.00	-3,591,458.08	11.1%
TOTAL REVENUES	-4,038,460.00	-4,038,460.00	-447,001.92	-73,380.00	0.00	-3,591,458.08	
GRAND TOTAL	-7,691,229.00	-7,766,229.00	-788,929.60	-107,592.48	0.00	-6,977,299.40	10.2%

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ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
3101000 CAP EXP ADMIN						
3101000 56200	BUILDING					
1,500,000.00	1,500,000.00	0.00	0.00	0.00	1,500,000.00	.0%
3101000 56368	MAIN STREET IMPROVEMENTS					
0.00	25,600.00	29,847.08	0.00	0.00	-4,247.08	116.6%*
3101000 56500	INFRASTRUCTURE					
50,500.00	50,500.00	19,226.06	0.00	0.00	31,273.94	38.1%
3101000 59990	RESERVE					
971,666.00	946,066.00	0.00	0.00	0.00	946,066.00	.0%
TOTAL CAP EXP ADMIN						
2,522,166.00	2,522,166.00	49,073.14	0.00	0.00	2,473,092.86	1.9%
TOTAL EXPENSES						
2,522,166.00	2,522,166.00	49,073.14	0.00	0.00	2,473,092.86	
3102100 CAP EXP POLICE						
3102100 59990	RESERVE					
340,927.00	340,927.00	0.00	0.00	0.00	340,927.00	.0%
TOTAL CAP EXP POLICE						
340,927.00	340,927.00	0.00	0.00	0.00	340,927.00	.0%
TOTAL EXPENSES						
340,927.00	340,927.00	0.00	0.00	0.00	340,927.00	
3102200 CAP EXP FIRE						
3102200 56200	BUILDING					
0.00	285,750.00	147,862.00	14,827.00	137,888.00	0.00	100.0%
3102200 56400	MACH/EQUIP					
182,044.00	42,044.00	15,645.36	15,645.36	0.00	26,398.64	37.2%
3102200 59990	RESERVE					
601,459.00	455,709.00	0.00	0.00	0.00	455,709.00	.0%
TOTAL CAP EXP FIRE						
783,503.00	783,503.00	163,507.36	30,472.36	137,888.00	482,107.64	38.5%
TOTAL EXPENSES						
783,503.00	783,503.00	163,507.36	30,472.36	137,888.00	482,107.64	



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3107200 CAP EXP RECREATION	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
3107200 CAP EXP RECREATION							
3107200 56100	LAND						
	0.00	900,000.00	875.00	0.00	0.00	899,125.00	.1%
3107200 56200	BUILDING						
	655,000.00	655,000.00	295,765.26	26,800.00	9,275.00	349,959.74	46.6%
3107200 56300	IMPROVEMENTS						
	1,601,500.00	1,676,500.00	755,282.36	1,334.00	288,784.80	632,432.84	62.3%
3107200 56400	MACH/EQUIP						
	18,000.00	18,000.00	17,405.00	0.00	0.00	595.00	96.7%
3107200 56500	INFRASTRUCTURE						
	900,000.00	0.00	0.00	0.00	0.00	0.00	.0%
3107200 59990	RESERVE						
	870,133.00	870,133.00	0.00	0.00	0.00	870,133.00	.0%
TOTAL CAP EXP RECREATION							
	4,044,633.00	4,119,633.00	1,069,327.62	28,134.00	298,059.80	2,752,245.58	33.2%
TOTAL EXPENSES							
	4,044,633.00	4,119,633.00	1,069,327.62	28,134.00	298,059.80	2,752,245.58	
GRAND TOTAL							
	7,691,229.00	7,766,229.00	1,281,908.12	58,606.36	435,947.80	6,048,373.08	22.1%

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Revenues	(\$ 788,930)
Expenses	\$1,281,908
Net	\$ 492,978



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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
330 WASTEWATER IMPROVEMENT							
330 36110	INTEREST						
	0.00	0.00	-47,274.33	-4,153.27	0.00	47,274.33	100.0%
330 36120	UNREALIZED GAIN						
	0.00	0.00	483.32	252.33	0.00	-483.32	100.0%*
330 38145	FROM WASTEWATER						
	-1,500,000.00	-1,500,000.00	-1,375,000.00	-125,000.00	0.00	-125,000.00	91.7%*
330 38910	CASH BALANCE FORWARD						
	-4,988,400.00	-4,988,400.00	0.00	0.00	0.00	-4,988,400.00	.0%*
330 59990	RESERVE						
	6,488,400.00	6,488,400.00	0.00	0.00	0.00	6,488,400.00	.0%
TOTAL WASTEWATER IMPROVEMENT							
	0.00	0.00	-1,421,791.01	-128,900.94	0.00	1,421,791.01	100.0%
TOTAL REVENUES							
	-6,488,400.00	-6,488,400.00	-1,421,791.01	-128,900.94	0.00	-5,066,608.99	
TOTAL EXPENSES							
	6,488,400.00	6,488,400.00	0.00	0.00	0.00	6,488,400.00	
GRAND TOTAL							
	0.00	0.00	-1,421,791.01	-128,900.94	0.00	1,421,791.01	100.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
410 GOLF							
410 33120		FEMA GRANT					
	0.00	0.00	-707.88	0.00	0.00	707.88	100.0%
410 34710		GREEN FEES					
	-283,185.00	-283,185.00	-313,277.36	-21,654.69	0.00	30,092.36	110.6%
410 34713		GOLF CARTS					
	-456,931.00	-456,931.00	-297,760.58	-27,242.87	0.00	-159,170.42	65.2%*
410 34714		RANGE FEES					
	-45,370.00	-45,370.00	-22,105.62	-29.99	0.00	-23,264.38	48.7%*
410 34715		PRO SHOP SALES					
	-74,352.00	-74,352.00	-53,296.11	-4,901.99	0.00	-21,055.89	71.7%*
410 34716		SNACK BAR SALES					
	-327,822.00	-327,822.00	-218,335.77	-9,930.29	0.00	-109,486.23	66.6%*
410 34718		FACILITY RENTAL					
	-41,748.00	-41,748.00	-37,534.12	-212.43	0.00	-4,213.88	89.9%*
410 34719		SCHOOL OF GOLF					
	-3,600.00	-3,600.00	LY\$106,977.55 0.00	0.00	0.00	-3,600.00	.0%*
410 34733		MEMBERSHIPS					
	-134,642.00	-134,642.00	-109,681.65	-2,609.81	0.00	-24,960.35	81.5%*
410 36990		OTHER REVENUE					
	-22,292.00	-22,292.00	-22,064.60	316.46	0.00	-227.40	99.0%*
410 36992		GAIN ON SALE OF ASSET					
	0.00	0.00	10,223.80	0.00	0.00	-10,223.80	100.0%*
410 38101		FROM GENERAL FUND					
	-220,000.00	-715,000.00	-696,674.00	-18,334.00	0.00	-18,326.00	97.4%*
410 38910		CASH BALANCE FORWARD					
	1,001,163.00	1,001,163.00	0.00	0.00	0.00	1,001,163.00	.0%
410 52350		OPEB COSTS					
	878.00	878.00	803.00	73.00	0.00	75.00	91.5%
410 53100		PROFESSIONAL SERVICES					
	0.00	2,723.00	3,138.48	0.00	0.00	-415.48	115.3%*
410 53200		AUDITING					
	6,795.00	6,795.00	6,226.00	566.00	0.00	569.00	91.6%
410 53400		CONTRACTUAL					
	648,744.00	648,744.00	573,630.15	52,920.61	0.00	75,113.85	88.4%
410 54000		TRAINING/TRAVEL					
	6,768.00	6,768.00	2,124.09	67.28	0.00	4,643.91	31.4%
410 54100		COMM - PHONE/FAX/ALARM					
	1,200.00	1,200.00	643.05	74.29	0.00	556.95	53.6%
410 54101		COMMUNICATIONS-CELLULAR					
	2,520.00	2,520.00	560.00	0.00	0.00	1,960.00	22.2%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
410 54103		COMMUNICATIONS-INTERNET					
	7,900.00	7,900.00	2,516.49	153.33	0.00	5,383.51	31.9%
410 54200		POSTAGE					
	600.00	600.00	645.18	0.00	0.00	-45.18	107.5%*
410 54300		UTILITIES ELECTRIC					
	64,200.00	64,200.00	53,506.61	6,491.20	0.00	10,693.39	83.3%
410 54310		UTILITIES-WATER & WASTEWATER					
	9,050.00	9,050.00	12,023.65	781.38	0.00	-2,973.65	132.9%*
410 54400		RENTALS/LEASES					
	7,560.00	7,560.00	5,958.94	428.86	0.00	1,601.06	78.8%
410 54500		INSURANCE					
	71,400.00	71,400.00	75,452.60	6,726.86	0.00	-4,052.60	105.7%*
410 54610		R/M BLDG & GROUNDS					
	1,200.00	17,200.00	21,376.12	5,109.12	0.00	-4,176.12	124.3%*
410 54620		R/M EQUIPMENT					
	49,200.00	49,200.00	46,207.82	10,123.59	0.00	2,992.18	93.9%
410 54800		PROMOTIONAL					
	32,175.00	32,175.00	23,757.20	1,421.57	0.00	8,417.80	73.8%
410 54900		MISC EXPENSE					
	0.00	799.00	798.67	0.00	0.00	0.33	100.0%
410 55100		OFFICE SUPPLIES					
	1,956.00	1,956.00	1,141.18	37.20	0.00	814.82	58.3%
410 55200		OPERATING SUPPLIES					
	174,608.00	174,608.00	132,942.73	8,366.16	0.00	41,665.27	76.1%
410 55210		UNIFORMS					
	7,200.00	7,200.00	5,944.40	531.67	0.00	1,255.60	82.6%
410 55230		GAS/OIL					
	30,600.00	27,078.00	18,903.61	1,999.49	0.00	8,174.39	69.8%
410 55400		BOOKS/SUBS/DUES					
	7,900.00	7,900.00	4,508.75	0.00	0.00	3,391.25	57.1%
410 55545		PRO SHOP COST OF SALES					
	46,098.00	46,098.00	31,427.74	2,418.31	0.00	14,670.26	68.2%
410 55550		F&B COST OF SALES					
	141,537.00	141,537.00	106,381.63	7,146.28	0.00	35,155.37	75.2%
410 55555		F&B PERSONNEL COSTS					
	114,222.00	114,222.00	97,249.61	9,822.11	0.00	16,972.39	85.1%
410 56200		BUILDING					
	45,000.00	29,000.00	0.00	0.00	0.00	29,000.00	.0%
410 56300		IMPROVEMENTS					
	40,000.00	535,000.00	183,072.41	140,976.26	60,256.99	291,670.60	45.5%
410 56400		MACH/EQUIP					
	75,000.00	75,000.00	64,868.39	0.00	0.00	10,131.61	86.5%
410 57100		PRINCIPAL					
	175,722.00	175,722.00	0.00	0.00	0.00	175,722.00	.0%



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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
410 57200		INTEREST					
	7,301.00	7,301.00	2,845.91	72.96	0.00	4,455.09	39.0%
410 59990		RESERVE					
	-1,168,555.00	-1,168,555.00	0.00	0.00	0.00	-1,168,555.00	.0%*
TOTAL GOLF	0.00	0.00	-282,559.48	171,707.92	60,256.99	222,302.49	100.0%
	TOTAL REVENUES						
	-608,779.00	-1,103,779.00	-1,761,213.89	-84,599.61	0.00	657,434.89	
	TOTAL EXPENSES						
	608,779.00	1,103,779.00	1,478,654.41	256,307.53	60,256.99	-435,132.40	
	GRAND TOTAL						
	0.00	0.00	-282,559.48	171,707.92	60,256.99	222,302.49	100.0%

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Golf	Budget		Aug YTD	
Pro Shop Sales	74,352.00		53,296.11	
Cost of Good Sold	<u>46,098.00</u>		<u>31,427.74</u>	
Profit/(Loss)	28,254.00	61.3%	21,868.37	69.6%
F&B Sales	327,822.00		218,335.77	
Cost of Good Sold	<u>255,759.00</u>		<u>203,631.24</u>	
Profit/(Loss)	72,063.00	28.2%	14,704.53	7.2%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
420 AIRPORT							
420 33220		FAA GRANT					
	-2,143,000.00	-2,143,000.00	-168,373.42	0.00	0.00	-1,974,626.58	7.9%*
420 33323		FDOT GRANT					
	-505,500.00	-505,500.00	-127,259.49	-6,773.85	0.00	-378,240.51	25.2%*
420 34704		RENTALS NON-TAXABLE					
	0.00	0.00	-750.00	0.00	0.00	750.00	100.0%
420 34720		RENTALS					
	0.00	0.00	-1,391.58	-105.00	0.00	1,391.58	100.0%
420 34970		FUEL FLOW FEES					
	-24,800.00	-24,800.00	-22,393.20	-2,563.36	0.00	-2,406.80	90.3%*
420 34971		LEASE PAYMENTS-LAND LEASE					
	-69,797.00	-69,797.00	-84,591.69	-6,337.75	0.00	14,794.69	121.2%
420 34972		BUILDING LEASE					
	0.00	0.00	-5,199.96	-433.33	0.00	5,199.96	100.0%
420 34973		LAND LEASE- AMELIA RIVER					
	-205,960.00	-205,960.00	-194,852.43	-15,902.66	0.00	-11,107.57	94.6%*
420 34974		LAND LEASE PAYMENTS-NON TAXABL					
	-37,105.00	-37,105.00	-35,545.09	-3,163.86	0.00	-1,559.91	95.8%*
420 34975		RENT/LEASE PAYMENTS					
	-293,707.00	-293,707.00	-269,233.78	-22,388.39	0.00	-24,473.22	91.7%*
420 34976		8 FLAGS RENT (TAXABLE)					
	-67,017.00	-67,017.00	-45,847.64	-4,606.22	0.00	-21,169.36	68.4%*
420 34978		8 FLAGS RENT NON-TAXABLE					
	-50,266.00	-50,266.00	-64,357.62	-10,311.36	0.00	14,091.62	128.0%
420 34979		TRANSIENT REVENUE					
	0.00	0.00	-5,190.00	-120.00	0.00	5,190.00	100.0%
420 36110		INTEREST					
	0.00	0.00	-4,969.27	-480.99	0.00	4,969.27	100.0%
420 36990		OTHER REVENUE					
	-112,650.00	-112,650.00	-76,429.66	-600.00	0.00	-36,220.34	67.8%*
420 36991		AIRCRAFT PARKING REVENUE					
	-2,004.00	-2,004.00	-1,700.00	0.00	0.00	-304.00	84.8%*
420 36992		GAIN ON SALE OF ASSET					
	0.00	0.00	7,930.14	0.00	0.00	-7,930.14	100.0%*
420 36995		LATE FEES					
	0.00	0.00	-1,288.61	0.00	0.00	1,288.61	100.0%
420 38910		CASH BALANCE FORWARD					
	-173,581.00	-173,581.00	0.00	0.00	0.00	-173,581.00	.0%*
420 51200		SALARIES					
	128,570.00	128,570.00	116,843.03	10,005.39	0.00	11,726.97	90.9%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
420 51350		PART-TIME					
	15,809.00	15,809.00	0.00	0.00	0.00	15,809.00	.0%
420 52100		FICA					
	11,045.00	11,045.00	8,130.49	688.47	0.00	2,914.51	73.6%
420 52200		RETIREMENT					
	30,806.00	30,806.00	27,992.66	2,397.30	0.00	2,813.34	90.9%
420 52300		HEALTH INSUR					
	29,687.00	29,687.00	27,140.70	2,479.02	0.00	2,546.30	91.4%
420 52301		LIFE INSUR					
	713.00	713.00	674.92	61.57	0.00	38.08	94.7%
420 52350		OPEB COSTS					
	1,756.00	1,756.00	1,606.00	146.00	0.00	150.00	91.5%
420 52400		WORKERS' COMP					
	3,150.00	3,150.00	2,893.00	263.00	0.00	257.00	91.8%
420 53100		PROFESSIONAL SERVICES					
	25,000.00	25,000.00	12,750.00	0.00	3,500.00	8,750.00	65.0%
420 53200		AUDITING					
	6,795.00	6,795.00	6,226.00	566.00	0.00	569.00	91.6%
420 53400		CONTRACTUAL					
	54,790.00	54,790.00	28,327.71	758.40	0.00	26,462.29	51.7%
420 54000		TRAINING/TRAVEL					
	3,000.00	3,000.00	27.51	10.00	0.00	2,972.49	.9%
420 54100		COMM - PHONE/FAX/ALARM					
	2,203.00	2,203.00	1,557.47	154.08	0.00	645.53	70.7%
420 54101		COMMUNICATIONS-CELLULAR					
	2,000.00	2,000.00	1,206.87	101.97	0.00	793.13	60.3%
420 54103		COMMUNICATIONS-INTERNET					
	5,750.00	5,750.00	1,855.00	185.50	0.00	3,895.00	32.3%
420 54200		POSTAGE					
	100.00	100.00	43.40	0.00	0.00	56.60	43.4%
420 54300		UTILITIES ELECTRIC					
	42,000.00	40,600.00	27,568.53	2,015.26	0.00	13,031.47	67.9%
420 54310		UTILITIES-WATER & WASTEWATER					
	13,400.00	13,400.00	8,092.24	1,428.09	0.00	5,307.76	60.4%
420 54500		INSURANCE					
	42,349.00	42,349.00	38,819.00	3,529.00	0.00	3,530.00	91.7%
420 54610		R/M BLDG & GROUNDS					
	94,000.00	93,600.00	79,839.20	2,595.58	0.00	13,760.80	85.3%
420 54620		R/M EQUIPMENT					
	1,500.00	1,500.00	53.96	0.00	0.00	1,446.04	3.6%
420 54630		R/M VEHICLES-LABOR					
	4,600.00	6,000.00	5,286.25	225.00	0.00	713.75	88.1%
420 54640		R/M VEHICLES-PARTS					
	5,000.00	6,500.00	6,060.67	45.55	0.00	439.33	93.2%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
420 54700		PRINTING					
	1,057.00	1,057.00	0.00	0.00	0.00	1,057.00	.0%
420 54800		PROMOTIONAL					
	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	.0%
420 54910		BILLING COSTS					
	7,300.00	7,300.00	6,688.00	608.00	0.00	612.00	91.6%
420 55100		OFFICE SUPPLIES					
	7,300.00	2,907.00	616.53	0.00	0.00	2,290.47	21.2%
420 55200		OPERATING SUPPLIES					
	2,285.00	2,285.00	447.88	51.94	0.00	1,837.12	19.6%
420 55210		UNIFORMS					
	400.00	400.00	24.00	0.00	0.00	376.00	6.0%
420 55230		GAS/OIL					
	5,000.00	6,500.00	5,278.59	497.81	0.00	1,221.41	81.2%
420 55400		BOOKS/SUBS/DUES					
	525.00	725.00	655.00	0.00	0.00	70.00	90.3%
420 56300		IMPROVEMENTS					
	2,860,250.00	2,965,585.00	414,167.81	16,799.11	2,880,806.31	-329,389.12	111.1%*
420 56400		MACH/EQUIP					
	30,000.00	30,200.00	30,172.62	0.00	0.00	27.38	99.9%
420 56401		EQUIP-NON CAPITAL					
	1,000.00	2,393.00	2,393.00	0.00	0.00	0.00	100.0%
420 57100		PRINCIPAL					
	79,000.00	79,000.00	0.00	0.00	0.00	79,000.00	.0%
420 57200		INTEREST					
	35,005.00	35,005.00	17,814.77	0.00	0.00	17,190.23	50.9%
420 59990		RESERVE					
	131,242.00	25,907.00	0.00	0.00	0.00	25,907.00	.0%
TOTAL AIRPORT	0.00	0.00	-220,190.49	-28,174.73	2,884,306.31	-2,664,115.82	100.0%
TOTAL REVENUES	-3,685,387.00	-3,685,387.00	-1,101,443.30	-73,786.77	0.00	-2,583,943.70	
TOTAL EXPENSES	3,685,387.00	3,685,387.00	881,252.81	45,612.04	2,884,306.31	-80,172.12	
GRAND TOTAL	0.00	0.00	-220,190.49	-28,174.73	2,884,306.31	-2,664,115.82	100.0%

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City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

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FOR 2020 11

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
440 SANITATION							
440 34340			LY \$2,196,508.20				
440 36110	-2,520,960.00	-2,520,960.00	-2,425,531.56	-229,234.82	0.00	-95,428.44	96.2%*
440 36990	0.00	0.00	-1,637.47	-71.30	0.00	1,637.47	100.0%
440 38910	-19,000.00	-19,000.00	-49,667.84	-1,876.03	0.00	30,667.84	261.4%
440 53200	-102,008.00	-102,008.00	0.00	0.00	0.00	-102,008.00	.0%*
440 53400	6,795.00	6,795.00	6,226.00	566.00	0.00	569.00	91.6%
440 53440	125,000.00	123,500.00	46,958.92	9,519.65	0.00	76,541.08	38.0%
440 53444	2,291,553.00	2,291,553.00	2,044,623.95	187,602.94	0.00	246,929.05	89.2%
440 54910	20,000.00	20,000.00	18,337.00	1,667.00	0.00	1,663.00	91.7%
440 55200	92,000.00	92,000.00	84,337.00	7,667.00	0.00	7,663.00	91.7%
440 55644	700.00	2,200.00	1,789.70	0.00	0.00	410.30	81.4%
440 56401	5,000.00	5,000.00	789.19	0.00	0.00	4,210.81	15.8%
440 59100	15,000.00	15,000.00	8,336.68	8,336.68	6,527.50	135.82	99.1%
440 59990	36,000.00	36,000.00	33,000.00	3,000.00	0.00	3,000.00	91.7%
	49,920.00	49,920.00	0.00	0.00	0.00	49,920.00	.0%
TOTAL SANITATION	0.00	0.00	-232,438.43	-12,822.88	6,527.50	225,910.93	100.0%
TOTAL REVENUES	-2,641,968.00	-2,641,968.00	-2,476,836.87	-231,182.15	0.00	-165,131.13	
TOTAL EXPENSES	2,641,968.00	2,641,968.00	2,244,398.44	218,359.27	6,527.50	391,042.06	
GRAND TOTAL	0.00	0.00	-232,438.43	-12,822.88	6,527.50	225,910.93	100.0%

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YEAR-TO-DATE BUDGET REPORTP
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FOR 2020 11

ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
450 WASTEWATER						
		LY \$5,303,475.11				
450 34345	WASTEWATER CHARGES					
-6,005,917.00	-6,005,917.00	-5,529,992.77	-519,640.75	0.00	-475,924.23	92.1%*
450 34530	SEPTIC DUMPING					
-35,000.00	-35,000.00	-49,873.40	-3,974.40	0.00	14,873.40	142.5%
450 34535	WASTEWATER TAP FEES					
-31,250.00	-31,250.00	-35,250.00	-4,000.00	0.00	4,000.00	112.8%
450 34910	WASTEWATER MISCELLANEOUS FEES					
-5,000.00	-5,000.00	-45,257.15	-1,750.00	0.00	40,257.15	905.1%
450 36110	INTEREST					
-90,000.00	-90,000.00	-111,454.91	-7,446.19	0.00	21,454.91	123.8%
450 36120	UNREALIZED GAIN					
0.00	0.00	483.32	252.33	0.00	-483.32	100.0%*
450 36992	GAIN ON SALE OF ASSET					
0.00	0.00	-602.50	0.00	0.00	602.50	100.0%
450 38910	CASH BALANCE FORWARD					
-6,017,119.00	-6,017,119.00	0.00	0.00	0.00	-6,017,119.00	.0%*
450 51200	SALARIES					
568,299.00	568,299.00	503,122.33	43,344.88	0.00	65,176.67	88.5%
450 51350	PART-TIME					
31,948.00	31,948.00	18,135.53	1,521.10	0.00	13,812.47	56.8%
450 51400	OVERTIME					
100,000.00	107,499.00	103,400.25	3,548.24	0.00	4,098.75	96.2%
450 52100	FICA					
53,569.00	53,569.00	44,822.35	3,455.04	0.00	8,746.65	83.7%
450 52200	RETIREMENT					
139,656.00	139,656.00	142,380.71	11,161.30	0.00	-2,724.71	102.0%*
450 52300	HEALTH INSUR					
168,423.00	168,423.00	149,485.95	12,875.44	0.00	18,937.05	88.8%
450 52301	LIFE INSUR					
3,158.00	3,158.00	2,970.84	266.96	0.00	187.16	94.1%
450 52350	OPEB COSTS					
15,361.00	15,361.00	14,080.00	1,280.00	0.00	1,281.00	91.7%
450 52400	WORKERS' COMP					
20,189.00	20,189.00	18,502.00	1,682.00	0.00	1,687.00	91.6%
450 53200	AUDITING					
14,345.00	14,345.00	13,145.00	1,195.00	0.00	1,200.00	91.6%
450 53400	CONTRACTUAL					
251,098.00	251,098.00	145,537.33	9,305.78	0.00	105,560.67	58.0%
450 54000	TRAINING/TRAVEL					
16,375.00	14,375.00	4,420.00	0.00	0.00	9,955.00	30.7%

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FOR 2020 11

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
450 54100		COMM - PHONE/FAX/ALARM					
	3,555.00	3,555.00	692.09	68.52	0.00	2,862.91	19.5%
450 54101		COMMUNICATIONS-CELLULAR					
	2,400.00	2,400.00	2,310.29	212.26	0.00	89.71	96.3%
450 54103		COMMUNICATIONS-INTERNET					
	1,635.00	3,635.00	3,086.42	292.26	0.00	548.58	84.9%
450 54200		POSTAGE					
	3,000.00	3,000.00	460.97	27.48	0.00	2,539.03	15.4%
450 54300		UTILITIES ELECTRIC					
	190,000.00	182,501.00	141,742.21	6,758.82	0.00	40,758.79	77.7%
450 54310		UTILITIES-WATER & WASTEWATER					
	31,287.00	31,287.00	19,988.73	167.91	0.00	11,298.27	63.9%
450 54320		UTILITIES-PROPANE/OTHER					
	7,800.00	7,800.00	0.00	0.00	0.00	7,800.00	.0%
450 54500		INSURANCE					
	71,388.00	71,388.00	65,439.00	5,949.00	0.00	5,949.00	91.7%
450 54610		R/M BLDG & GROUNDS					
	20,000.00	20,000.00	9,116.07	532.13	0.00	10,883.93	45.6%
450 54620		R/M EQUIPMENT					
	110,000.00	110,000.00	67,863.77	6,749.70	0.00	42,136.23	61.7%
450 54630		R/M VEHICLES-LABOR					
	27,000.00	27,000.00	22,851.50	1,125.00	0.00	4,148.50	84.6%
450 54640		R/M VEHICLES-PARTS					
	40,000.00	40,000.00	37,052.78	714.42	0.00	2,947.22	92.6%
450 54910		BILLING COSTS					
	200,000.00	200,000.00	183,337.00	16,667.00	0.00	16,663.00	91.7%
450 54920		UTILITY ADMIN COSTS					
	225,000.00	225,000.00	206,250.00	18,750.00	0.00	18,750.00	91.7%
450 55100		OFFICE SUPPLIES					
	1,100.00	1,100.00	319.99	0.00	0.00	780.01	29.1%
450 55200		OPERATING SUPPLIES					
	198,120.00	198,120.00	89,733.18	11,212.66	0.00	108,386.82	45.3%
450 55210		UNIFORMS					
	10,525.00	10,525.00	4,152.80	59.97	0.00	6,372.20	39.5%
450 55220		JANITORIAL SUPPLIES					
	1,500.00	2,100.00	1,899.38	65.76	0.00	200.62	90.4%
450 55230		GAS/OIL					
	30,000.00	29,400.00	22,905.41	2,020.62	0.00	6,494.59	77.9%
450 55240		CHEMICALS					
	70,000.00	70,000.00	52,572.48	4,253.16	0.00	17,427.52	75.1%
450 55300		ROAD MATERIALS					
	8,000.00	8,000.00	4,401.49	0.00	0.00	3,598.51	55.0%
450 55400		BOOKS/SUBS/DUES					
	1,900.00	1,900.00	510.50	0.00	0.00	1,389.50	26.9%



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YEAR-TO-DATE BUDGET REPORT

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
450 56300		IMPROVEMENTS					
	940,000.00	940,000.00	295,831.31	68,634.07	29,161.60	615,007.09	34.6%
450 56400		MACH/EQUIP					
	160,000.00	160,000.00	15,506.89	0.00	0.00	144,493.11	9.7%
450 56401		EQUIP-NON CAPITAL					
	23,500.00	23,500.00	2,221.00	0.00	0.00	21,279.00	9.5%
450 59100		TRANSFER TO GENERAL FUND					
	360,000.00	360,000.00	330,000.00	30,000.00	0.00	30,000.00	91.7%
450 59230		TRANSFER TO UTIL ACQ DS					
	418,629.00	418,629.00	383,746.00	34,886.00	0.00	34,883.00	91.7%
450 59330		TRANSFER TO WW CAPITAL					
	1,500,000.00	1,500,000.00	1,375,000.00	125,000.00	0.00	125,000.00	91.7%
450 59460		TRANSFER TO WATER FUND					
	600,000.00	600,000.00	550,000.00	50,000.00	0.00	50,000.00	91.7%
450 59990		RESERVE					
	5,545,526.00	5,545,526.00	0.00	0.00	0.00	5,545,526.00	.0%
TOTAL WASTEWATER	0.00	0.00	-722,953.86	-62,776.53	29,161.60	693,792.26	100.0%
TOTAL REVENUES	-12,184,286.00	-12,184,286.00	-5,771,947.41	-536,559.01	0.00	-6,412,338.59	
TOTAL EXPENSES	12,184,286.00	12,184,286.00	5,048,993.55	473,782.48	29,161.60	7,106,130.85	
GRAND TOTAL	0.00	0.00	-722,953.86	-62,776.53	29,161.60	693,792.26	100.0%

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FOR 2020 11

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
460 WATER							
			LY \$3,827,090.81				
460 34346		WATER CHARGES					
	-4,233,544.00	-4,233,544.00	-3,922,017.34	-382,040.96	0.00	-311,526.66	92.6%*
460 34610		WATER TAP CHARGES					
	-53,560.00	-53,560.00	-38,500.00	-4,500.00	0.00	-15,060.00	71.9%*
460 34620		WATER METER INSTALLATION FEES					
	-37,801.00	-37,801.00	-15,072.38	-1,733.44	0.00	-22,728.62	39.9%*
460 34621		WATER NONPAY RECONNECT FEE					
	-30,000.00	-30,000.00	-35,941.35	0.00	0.00	5,941.35	119.8%
460 34910		MISCELLANEOUS FEES					
	-10,712.00	-10,712.00	-6,492.88	0.00	0.00	-4,219.12	60.6%*
460 36110		INTEREST					
	-79,745.00	-79,745.00	-43,776.36	-3,477.41	0.00	-35,968.64	54.9%*
460 36120		UNREALIZED GAIN					
	0.00	0.00	484.23	259.99	0.00	-484.23	100.0%*
460 36323		EXTENSION CHARGES					
	-24,720.00	-24,720.00	-11,075.00	-500.00	0.00	-13,645.00	44.8%*
460 36992		GAIN ON SALE OF ASSET					
	0.00	0.00	-896.50	0.00	0.00	896.50	100.0%
460 36995		LATE FEES					
	-16,322.00	-16,322.00	-11,802.22	0.00	0.00	-4,519.78	72.3%*
460 38145		FROM WASTEWATER					
	-600,000.00	-600,000.00	-550,000.00	-50,000.00	0.00	-50,000.00	91.7%*
460 38910		CASH BALANCE FORWARD					
	-5,182,226.00	-5,182,226.00	0.00	0.00	0.00	-5,182,226.00	.0%*
460 38912		RESERVE - R & R FUND					
	-200,000.00	-200,000.00	0.00	0.00	0.00	-200,000.00	.0%*
460 51200		SALARIES					
	509,731.00	509,731.00	416,841.06	37,215.83	0.00	92,889.94	81.8%
460 51350		PART-TIME					
	0.00	1,106.00	1,105.08	0.00	0.00	0.92	99.9%
460 51400		OVERTIME					
	105,000.00	112,499.00	104,703.75	5,820.88	0.00	7,795.25	93.1%
460 52100		FICA					
	47,027.00	47,027.00	38,373.49	3,125.26	0.00	8,653.51	81.6%
460 52200		RETIREMENT					
	122,316.00	122,316.00	117,518.92	9,417.96	0.00	4,797.08	96.1%
460 52300		HEALTH INSUR					
	134,776.00	134,776.00	111,685.10	11,061.92	0.00	23,090.90	82.9%
460 52301		LIFE INSUR					
	2,744.00	2,744.00	2,327.96	227.95	0.00	416.04	84.8%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
460 52350		OPEB COSTS					
	14,483.00	14,483.00	13,277.00	1,207.00	0.00	1,206.00	91.7%
460 52400		WORKERS' COMP					
	23,942.00	23,942.00	21,945.00	1,995.00	0.00	1,997.00	91.7%
460 53100		PROFESSIONAL SERVICES					
	0.00	0.00	-30.45	0.00	0.00	30.45	100.0%
460 53200		AUDITING					
	9,815.00	9,815.00	8,998.00	818.00	0.00	817.00	91.7%
460 53400		CONTRACTUAL					
	149,980.00	149,980.00	97,834.41	5,845.63	0.00	52,145.59	65.2%
460 54000		TRAINING/TRAVEL					
	12,120.00	10,014.00	3,779.45	0.00	0.00	6,234.55	37.7%
460 54100		COMM - PHONE/FAX/ALARM					
	2,115.00	2,115.00	900.70	89.10	0.00	1,214.30	42.6%
460 54101		COMMUNICATIONS-CELLULAR					
	5,000.00	5,000.00	3,571.82	321.48	0.00	1,428.18	71.4%
460 54103		COMMUNICATIONS-INTERNET					
	5,250.00	5,250.00	2,739.69	275.42	0.00	2,510.31	52.2%
460 54200		POSTAGE					
	1,825.00	1,825.00	258.91	16.29	0.00	1,566.09	14.2%
460 54300		UTILITIES ELECTRIC					
	275,000.00	267,501.00	190,665.87	20,196.33	0.00	76,835.13	71.3%
460 54310		UTILITIES-WATER & WASTEWATER					
	1,000.00	1,000.00	666.71	70.18	0.00	333.29	66.7%
460 54320		UTILITIES-PROPANE/OTHER					
	6,000.00	6,000.00	0.00	0.00	0.00	6,000.00	.0%
460 54440		LAND RENT					
	25,000.00	25,000.00	15,991.45	1,534.39	0.00	9,008.55	64.0%
460 54500		INSURANCE					
	30,315.00	30,315.00	27,786.00	2,526.00	0.00	2,529.00	91.7%
460 54610		R/M BLDG & GROUNDS					
	3,000.00	4,000.00	3,271.37	101.60	0.00	728.63	81.8%
460 54620		R/M EQUIPMENT					
	230,000.00	230,000.00	19,024.07	505.05	0.00	210,975.93	8.3%
460 54630		R/M VEHICLES-LABOR					
	14,000.00	14,000.00	13,323.65	1,395.00	0.00	676.35	95.2%
460 54640		R/M VEHICLES-PARTS					
	20,000.00	19,885.00	17,989.01	797.05	0.00	1,895.99	90.5%
460 54800		PROMOTIONAL					
	10,000.00	10,000.00	2,500.00	0.00	0.00	7,500.00	25.0%
460 54910		BILLING COSTS					
	200,000.00	200,000.00	183,337.00	16,667.00	0.00	16,663.00	91.7%
460 54920		UTILITY ADMIN COSTS					
	225,000.00	225,000.00	206,250.00	18,750.00	0.00	18,750.00	91.7%

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YEAR-TO-DATE BUDGET REPORTP
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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
460 55100		OFFICE SUPPLIES					
	1,000.00	1,000.00	224.99	224.99	0.00	775.01	22.5%
460 55200		OPERATING SUPPLIES					
	161,420.00	161,420.00	132,168.90	9,240.73	0.00	29,251.10	81.9%
460 55210		UNIFORMS					
	9,900.00	9,900.00	5,755.76	68.58	0.00	4,144.24	58.1%
460 55220		JANITORIAL SUPPLIES					
	450.00	450.00	385.11	0.00	0.00	64.89	85.6%
460 55230		GAS/OIL					
	35,000.00	35,000.00	26,495.39	2,358.54	0.00	8,504.61	75.7%
460 55240		CHEMICALS					
	25,000.00	25,000.00	10,569.00	0.00	0.00	14,431.00	42.3%
460 55300		ROAD MATERIALS					
	8,000.00	8,000.00	4,903.71	0.00	0.00	3,096.29	61.3%
460 55400		BOOKS/SUBS/DUES					
	6,140.00	6,140.00	1,810.45	0.00	0.00	4,329.55	29.5%
460 56300		IMPROVEMENTS					
	1,370,000.00	1,370,000.00	1,358,244.04	4,250.05	6,423.04	5,332.92	99.6%
460 56400		MACH/EQUIP					
	37,000.00	40,103.00	40,102.85	0.00	0.00	0.15	100.0%
460 56401		EQUIP-NON CAPITAL					
	25,000.00	22,012.00	5,986.61	0.00	0.00	16,025.39	27.2%
460 59100		TRANSFER TO GENERAL FUND					
	180,000.00	180,000.00	165,000.00	15,000.00	0.00	15,000.00	91.7%
460 59230		TRANSFER TO UTIL ACQ DS					
	1,495,471.00	1,495,471.00	1,370,853.00	124,623.00	0.00	124,618.00	91.7%
460 59910		CONTINGENCY R & R					
	200,000.00	200,000.00	0.00	0.00	0.00	200,000.00	.0%
460 59990		RESERVE					
	4,728,810.00	4,728,810.00	0.00	0.00	0.00	4,728,810.00	.0%
TOTAL WATER	0.00	0.00	114,045.03	-146,245.61	6,423.04	-120,468.07	100.0%
TOTAL REVENUES							
	-10,468,630.00	-10,468,630.00	-4,635,089.80	-441,991.82	0.00	-5,833,540.20	
TOTAL EXPENSES							
	10,468,630.00	10,468,630.00	4,749,134.83	295,746.21	6,423.04	5,713,072.13	
GRAND TOTAL	0.00	0.00	114,045.03	-146,245.61	6,423.04	-120,468.07	100.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
470 STORMWATER							
470 33120		FEMA FED GRANT					
	-383,803.00	-383,803.00	0.00	0.00	0.00	-383,803.00	.0%*
470 33400		STATE GRANT					
	-231,197.00	-231,197.00	-198,220.57	-12,666.33	0.00	-32,976.43	85.7%*
470 33700		SJRWMD GRANT					
	-412,945.00	-412,945.00	-412,945.00	0.00	0.00	0.00	100.0%
470 34347		WATER DRAINAGE FEES					
	-825,000.00	-825,000.00	-807,248.63	-73,210.88	0.00	-17,751.37	97.8%*
470 34910		MISCELLANEOUS FEES					
	0.00	0.00	-3,779.95	0.00	0.00	3,779.95	100.0%
470 36110		INTEREST					
	0.00	0.00	-214.60	0.00	0.00	214.60	100.0%
470 36992		GAIN ON SALE OF ASSET					
	0.00	0.00	94,026.87	0.00	0.00	-94,026.87	100.0%*
470 38410		LOAN PROCEEDS					
	-235,000.00	-235,000.00	-228,508.00	0.00	0.00	-6,492.00	97.2%*
470 38910		CASH BALANCE FORWARD					
	-365,173.00	-365,173.00	0.00	0.00	0.00	-365,173.00	.0%*
470 51200		SALARIES					
	284,591.00	284,591.00	245,027.85	19,877.37	0.00	39,563.15	86.1%
470 51400		OVERTIME					
	13,000.00	13,000.00	6,343.22	376.75	0.00	6,656.78	48.8%
470 52100		FICA					
	22,766.00	22,766.00	18,020.40	1,433.39	0.00	4,745.60	79.2%
470 52200		RETIREMENT					
	68,188.00	68,188.00	60,157.41	4,852.89	0.00	8,030.59	88.2%
470 52300		HEALTH INSUR					
	72,481.00	72,481.00	62,481.85	5,233.24	0.00	9,999.15	86.2%
470 52301		LIFE INSUR					
	1,576.00	1,576.00	1,393.08	118.91	0.00	182.92	88.4%
470 52350		OPEB COSTS					
	2,194.00	2,194.00	2,013.00	183.00	0.00	181.00	91.8%
470 52400		WORKERS' COMP					
	15,468.00	15,468.00	14,179.00	1,289.00	0.00	1,289.00	91.7%
470 53100		PROFESSIONAL SERVICES					
	75,000.00	75,000.00	12,610.13	3,965.00	0.00	62,389.87	16.8%
470 53200		AUDITING					
	6,040.00	6,040.00	5,533.00	503.00	0.00	507.00	91.6%
470 53400		CONTRACTUAL					
	209,238.00	208,038.00	103,238.46	32,947.18	0.00	104,799.54	49.6%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
470 54000		TRAINING/TRAVEL					
	6,583.00	5,983.00	2,825.82	0.00	0.00	3,157.18	47.2%
470 54100		COMM - PHONE/FAX/ALARM					
	216.00	216.00	0.00	0.00	0.00	216.00	.0%
470 54101		COMMUNICATIONS-CELLULAR					
	2,500.00	2,500.00	2,070.04	50.00	0.00	429.96	82.8%
470 54103		COMMUNICATIONS-INTERNET					
	1,635.00	1,635.00	673.51	62.77	0.00	961.49	41.2%
470 54200		POSTAGE					
	50.00	50.00	0.00	0.00	0.00	50.00	.0%
470 54300		UTILITIES ELECTRIC					
	3,600.00	4,600.00	3,823.72	798.79	0.00	776.28	83.1%
470 54310		UTILITIES-WATER & WASTEWATER					
	600.00	1,100.00	793.32	61.99	0.00	306.68	72.1%
470 54500		INSURANCE					
	847.00	847.00	781.00	71.00	0.00	66.00	92.2%
470 54610		R/M BLDG & GROUNDS					
	2,500.00	2,500.00	2,254.18	0.00	0.00	245.82	90.2%
470 54620		R/M EQUIPMENT					
	5,000.00	5,000.00	835.80	0.00	0.00	4,164.20	16.7%
470 54630		R/M VEHICLES-LABOR					
	8,500.00	8,500.00	7,195.75	1,440.00	0.00	1,304.25	84.7%
470 54640		R/M VEHICLES-PARTS					
	12,000.00	12,000.00	10,077.39	587.24	0.00	1,922.61	84.0%
470 54700		PRINTING					
	500.00	500.00	72.00	0.00	0.00	428.00	14.4%
470 54800		PROMOTIONAL					
	1,500.00	1,000.00	0.00	0.00	0.00	1,000.00	.0%
470 54910		BILLING COSTS					
	35,000.00	35,000.00	32,087.00	2,917.00	0.00	2,913.00	91.7%
470 55100		OFFICE SUPPLIES					
	1,500.00	2,700.00	0.00	0.00	0.00	2,700.00	.0%
470 55200		OPERATING SUPPLIES					
	135,060.00	133,560.00	68,023.30	3,823.44	0.00	65,536.70	50.9%
470 55210		UNIFORMS					
	3,300.00	3,900.00	3,490.94	66.20	0.00	409.06	89.5%
470 55230		GAS/OIL					
	15,000.00	15,000.00	9,156.87	1,082.60	0.00	5,843.13	61.0%
470 55400		BOOKS/SUBS/DUES					
	910.00	1,410.00	1,200.20	160.00	0.00	209.80	85.1%
470 56300		IMPROVEMENTS					
	1,209,295.00	1,209,295.00	821,224.30	16,006.18	152,329.92	235,740.78	80.5%
470 56400		MACH/EQUIP					
	235,000.00	235,000.00	233,255.00	0.00	0.00	1,745.00	99.3%



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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
470 56401		EQUIP-NON CAPITAL					
	10,000.00	10,000.00	0.00	0.00	0.00	10,000.00	.0%
470 57100		PRINCIPAL					
	44,000.00	40,000.00	39,779.36	0.00	0.00	220.64	99.4%
470 57200		INTEREST					
	0.00	4,000.00	3,433.36	0.00	0.00	566.64	85.8%
470 59990		RESERVE					
	-52,520.00	-52,520.00	0.00	0.00	0.00	-52,520.00	.0%*
TOTAL STORMWATER	0.00	0.00	217,160.38	12,029.73	152,329.92	-369,490.30	100.0%
		TOTAL REVENUES					
	-2,453,118.00	-2,453,118.00	-1,556,889.88	-85,877.21	0.00	-896,228.12	
		TOTAL EXPENSES					
	2,453,118.00	2,453,118.00	1,774,050.26	97,906.94	152,329.92	526,737.82	
		GRAND TOTAL					
	0.00	0.00	217,160.38	12,029.73	152,329.92	-369,490.30	100.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
480 MARINA							
0000 UNDEFINED							
480 MARINA							
480 33120		FEMA GRANT					
	-7,047,971.00	-7,047,971.00	-110,626.88	-28,500.00	0.00	-6,937,344.12	1.6%*
480 33400		STATE GRANT					
	-200,000.00	-200,000.00	7,152.69	16,271.76	0.00	-207,152.69	-3.6%*
480 33420		FEMA STATE					
	-1,174,662.00	-1,174,662.00	-18,437.81	-4,750.00	0.00	-1,156,224.19	1.6%*
480 34750		SLIP RENTALS - PERMANENT					
	-190,550.00	-190,550.00	-184,783.00	-26,904.35	0.00	-5,767.00	97.0%*
480 34755		SLIP RENTALS - TRANSIENT					
	-433,350.00	-433,350.00	-226,664.85	-24,653.55	0.00	-206,685.15	52.3%*
480 34757		SLIP RENTALS - NON-TAXABLE					
	-31,850.00	-31,850.00	-6,788.33	-1,013.00	0.00	-25,061.67	21.3%*
480 34759		DOCK STORE RENT					
	0.00	0.00	-200.00	0.00	0.00	200.00	100.0%
480 34760		BUSINESS RENTALS					
	-25,000.00	-25,000.00	-23,083.62	-2,122.06	0.00	-1,916.38	92.3%*
480 34762		MOORINGS-TAXABLE					
	-26,665.00	-26,665.00	-7,939.29	-550.00	0.00	-18,725.71	29.8%*
480 34766		SERVICES-NON TAXABLE					
	-100.00	-100.00	-234.11	-46.05	0.00	134.11	234.1%
480 34767		SERVICES-TAXABLE					
	-1,200.00	-1,200.00	-1,545.54	-42.99	0.00	345.54	128.8%
480 34770		FUEL-DIESEL					
	-740,000.00	-740,000.00	0.00	0.00	0.00	-740,000.00	.0%*
480 34771		FUEL-GAS					
	-179,000.00	-179,000.00	0.00	0.00	0.00	-179,000.00	.0%*
480 34773		FUEL-DIESEL NON-TAXABLE					
	-5,000.00	-5,000.00	0.00	0.00	0.00	-5,000.00	.0%*
480 34775		FUEL-DISCOUNTS DIESEL					
	7,335.00	7,335.00	0.00	0.00	0.00	7,335.00	.0%
480 34776		FUEL-DISCOUNTS GAS					
	665.00	665.00	0.00	0.00	0.00	665.00	.0%
480 36215		NON-TAXABLE RENT					
	0.00	0.00	-6,235.16	1,430.84	0.00	6,235.16	100.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
480 36990		OTHER REVENUE					
	-600.00	-600.00	185.65	57.84	0.00	-785.65	-30.9%*
480 38101		FROM GENERAL FUND					
	-300,000.00	-300,000.00	-275,000.00	-25,000.00	0.00	-25,000.00	91.7%*
480 38410		LOAN PROCEEDS					
	-7,321,100.00	-7,321,100.00	-3,060,350.56	-39,000.00	0.00	-4,260,749.44	41.8%*
480 38910		CASH BALANCE FORWARD					
	1,104,719.00	1,104,719.00	0.00	0.00	0.00	1,104,719.00	.0%
480 51300		SEASONAL/TEMPORARY					
	80,000.00	102,120.00	97,919.70	3,000.00	0.00	4,200.30	95.9%
480 52100		FICA					
	6,150.00	8,415.00	7,527.93	229.50	0.00	887.07	89.5%
480 52400		WORKERS' COMP					
	1,850.00	1,850.00	1,694.00	154.00	0.00	156.00	91.6%
480 53100		PROFESSIONAL SERVICES					
	20,000.00	20,000.00	20,268.47	0.00	0.00	-268.47	101.3%*
480 53200		AUDITING					
	6,795.00	6,795.00	6,226.00	566.00	0.00	569.00	91.6%
480 53400		CONTRACTUAL					
	492,198.00	470,198.00	348,431.26	23,068.89	14,368.00	107,398.74	77.2%
480 54000		TRAINING/TRAVEL					
	1,650.00	1,650.00	0.00	0.00	0.00	1,650.00	.0%
480 54100		COMM - PHONE/FAX/ALARM					
	3,675.00	3,675.00	2,716.73	269.66	0.00	958.27	73.9%
480 54101		COMMUNICATIONS-CELLULAR					
	2,780.00	2,780.00	2,137.19	135.60	0.00	642.81	76.9%
480 54103		COMMUNICATIONS-INTERNET					
	10,900.00	10,900.00	5,499.44	174.42	0.00	5,400.56	50.5%
480 54300		UTILITIES ELECTRIC					
	41,225.00	41,225.00	13,547.18	1,844.71	0.00	27,677.82	32.9%
480 54310		UTILITIES-WATER & WASTEWATER					
	30,025.00	30,025.00	12,138.35	1,160.69	0.00	17,886.65	40.4%
480 54400		RENTALS/LEASES					
	3,024.00	6,324.00	3,591.00	0.00	0.00	2,733.00	56.8%
480 54500		INSURANCE					
	65,338.00	65,338.00	59,895.00	5,445.00	0.00	5,443.00	91.7%
480 54610		R/M BLDG & GROUNDS					
	44,500.00	63,500.00	26,610.28	756.07	2,825.00	34,064.72	46.4%
480 54620		R/M EQUIPMENT					
	7,750.00	7,750.00	7,409.37	-402.84	0.00	340.63	95.6%
480 54630		R/M VEHICLES-LABOR					
	0.00	1,500.00	530.00	75.00	0.00	970.00	35.3%
480 54640		R/M VEHICLES-PARTS					
	0.00	1,500.00	591.93	96.53	0.00	908.07	39.5%



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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
480 54675		R/M MOORING FIELD					
	23,600.00	23,600.00	22,502.27	0.00	0.00	1,097.73	95.3%
480 54700		PRINTING					
	3,300.00	3,300.00	48.00	0.00	0.00	3,252.00	1.5%
480 54800		PROMOTIONAL					
	2,400.00	2,400.00	1,106.78	0.00	0.00	1,293.22	46.1%
480 55100		OFFICE SUPPLIES					
	6,800.00	6,800.00	2,422.21	77.75	0.00	4,377.79	35.6%
480 55200		OPERATING SUPPLIES					
	59,185.00	49,660.00	16,992.43	2,075.36	0.00	32,667.57	34.2%
480 55210		UNIFORMS					
	1,600.00	1,600.00	641.00	132.00	0.00	959.00	40.1%
480 55220		JANITORIAL SUPPLIES					
	2,800.00	2,800.00	152.43	0.00	0.00	2,647.57	5.4%
480 55230		GAS/OIL					
	1,750.00	1,750.00	100.00	0.00	0.00	1,650.00	5.7%
480 55400		BOOKS/SUBS/DUES					
	825.00	825.00	512.75	0.00	0.00	312.25	62.2%
480 55510		FUEL FOR RESALE					
	710,000.00	710,000.00	3,336.93	3,336.93	0.00	706,663.07	.5%
480 56200		BUILDING					
	6,540,365.00	6,515,980.00	2,956,485.60	38,366.70	150,524.64	3,408,969.76	47.7%
480 56300		IMPROVEMENTS					
	2,380,000.00	2,380,000.00	826,751.55	0.00	77,427.04	1,475,821.41	38.0%
480 56400		MACH/EQUIP					
	0.00	6,225.00	0.00	0.00	0.00	6,225.00	.0%
480 57100		PRINCIPAL					
	8,720,557.00	8,720,557.00	0.00	0.00	0.00	8,720,557.00	.0%
480 57200		INTEREST					
	481,482.00	481,482.00	188,879.22	5,990.00	0.00	292,602.78	39.2%
480 59990		RESERVE					
	-3,188,195.00	-3,188,195.00	0.00	0.00	0.00	-3,188,195.00	.0%*
TOTAL MARINA	0.00	0.00	722,114.19	-48,269.59	245,144.68	-967,258.87	100.0%
TOTAL REVENUES	-16,564,329.00	-16,564,329.00	-3,914,550.81	-134,821.56	0.00	-12,649,778.19	
TOTAL EXPENSES	16,564,329.00	16,564,329.00	4,636,665.00	86,551.97	245,144.68	11,682,519.32	
GRAND TOTAL	0.00	0.00	722,114.19	-48,269.59	245,144.68	-967,258.87	100.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
510 FLEET							
510 36990		OTHER REVENUE					
	-9,000.00	-9,000.00	-1,822.50	0.00	0.00	-7,177.50	20.3%*
510 36992		GAIN ON SALE OF ASSET					
	-45,000.00	-45,000.00	-49,714.58	-5,000.00	0.00	4,714.58	110.5%
510 36994		LOANER VEHICLE REVENUE					
	-2,000.00	-2,000.00	-654.90	0.00	0.00	-1,345.10	32.7%*
510 38045		LABOR					
	0.00	0.00	-1,037.50	-37.50	0.00	1,037.50	100.0%
510 38047		HUMANE SOCIETY-PARTS					
	-500.00	-500.00	0.00	0.00	0.00	-500.00	.0%*
510 38048		HUMANE SOCIETY-LABOR					
	-600.00	-600.00	0.00	0.00	0.00	-600.00	.0%*
510 38049		HUMANE SOCIETY-FUEL					
	-3,000.00	-3,000.00	-1,535.77	0.00	0.00	-1,464.23	51.2%*
510 38053		GAS/OIL					
	-362,000.00	-362,000.00	-246,846.61	-24,927.67	0.00	-115,153.39	68.2%*
510 38144		FROM SANITATION					
	-20,000.00	-20,000.00	-18,337.00	-1,667.00	0.00	-1,663.00	91.7%*
510 38910		CASH BALANCE FORWARD					
	43,889.00	43,889.00	0.00	0.00	0.00	43,889.00	.0%
TOTAL FLEET	-398,211.00	-398,211.00	-319,948.86	-31,632.17	0.00	-78,262.14	80.3%
		TOTAL REVENUES					
	-398,211.00	-398,211.00	-319,948.86	-31,632.17	0.00	-78,262.14	
5101000 GENERAL FUND							
5101000 38040		PARTS					
	-268,250.00	-268,250.00	-213,008.40	-17,015.24	0.00	-55,241.60	79.4%*
5101000 38045		LABOR					
	-159,100.00	-159,100.00	-145,200.00	-13,200.00	0.00	-13,900.00	91.3%*
TOTAL GENERAL FUND	-427,350.00	-427,350.00	-358,208.40	-30,215.24	0.00	-69,141.60	83.8%
		TOTAL REVENUES					
	-427,350.00	-427,350.00	-358,208.40	-30,215.24	0.00	-69,141.60	
5102400 FLEET BUILDING/PERMITTING							
5102400 38040		PARTS					

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5102400 FLEET BUILDING/PERMITTING	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
	0.00	0.00	-7,553.39	-102.45	0.00	7,553.39	100.0%
TOTAL FLEET BUILDING/PERMITTING	0.00	0.00	-7,553.39	-102.45	0.00	7,553.39	100.0%
TOTAL REVENUES	0.00	0.00	-7,553.39	-102.45	0.00	7,553.39	
5102401 FLEET BUILDING/PERMITTING							
5102401 38045 LABOR	0.00	0.00	-1,954.00	-225.00	0.00	1,954.00	100.0%
TOTAL FLEET BUILDING/PERMITTING	0.00	0.00	-1,954.00	-225.00	0.00	1,954.00	100.0%
TOTAL REVENUES	0.00	0.00	-1,954.00	-225.00	0.00	1,954.00	
5103900 CEMETERY							
5103900 38040 PARTS	-1,500.00	-1,500.00	-2,274.66	-550.01	0.00	774.66	151.6%
5103900 38045 LABOR	-2,200.00	-2,200.00	-1,948.75	-168.75	0.00	-251.25	88.6%*
TOTAL CEMETERY	-3,700.00	-3,700.00	-4,223.41	-718.76	0.00	523.41	114.1%
TOTAL REVENUES	-3,700.00	-3,700.00	-4,223.41	-718.76	0.00	523.41	
5104100 GOLF COURSE							
5104100 38040 PARTS	0.00	0.00	-77.85	-5.00	0.00	77.85	100.0%
TOTAL GOLF COURSE	0.00	0.00	-77.85	-5.00	0.00	77.85	100.0%
TOTAL REVENUES	0.00	0.00	-77.85	-5.00	0.00	77.85	
5104200 AIRPORT							

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5104200 AIRPORT	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
5104200 38040	PARTS						
	-5,000.00	-5,000.00	-6,060.67	-45.55	0.00	1,060.67	121.2%
5104200 38045	LABOR						
	-4,600.00	-4,600.00	-5,286.25	-225.00	0.00	686.25	114.9%
TOTAL AIRPORT							
	-9,600.00	-9,600.00	-11,346.92	-270.55	0.00	1,746.92	118.2%
TOTAL REVENUES							
	-9,600.00	-9,600.00	-11,346.92	-270.55	0.00	1,746.92	
5104500 WASTEWATER							
5104500 38040	PARTS						
	-40,000.00	-40,000.00	-37,268.09	-714.42	0.00	-2,731.91	93.2%*
5104500 38045	LABOR						
	-27,000.00	-27,000.00	-22,851.50	-1,125.00	0.00	-4,148.50	84.6%*
TOTAL WASTEWATER							
	-67,000.00	-67,000.00	-60,119.59	-1,839.42	0.00	-6,880.41	89.7%
TOTAL REVENUES							
	-67,000.00	-67,000.00	-60,119.59	-1,839.42	0.00	-6,880.41	
5104600 WATER							
5104600 38040	PARTS						
	-20,000.00	-20,000.00	-17,773.70	-797.05	0.00	-2,226.30	88.9%*
5104600 38045	LABOR						
	-14,000.00	-14,000.00	-13,323.65	-1,395.00	0.00	-676.35	95.2%*
TOTAL WATER							
	-34,000.00	-34,000.00	-31,097.35	-2,192.05	0.00	-2,902.65	91.5%
TOTAL REVENUES							
	-34,000.00	-34,000.00	-31,097.35	-2,192.05	0.00	-2,902.65	
5104700 STORMWATER							
5104700 38040	PARTS						
	-12,000.00	-12,000.00	-10,072.00	-587.24	0.00	-1,928.00	83.9%*



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5104700 STORMWATER	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
5104700 38045	LABOR						
	-8,500.00	-8,500.00	-7,195.75	-1,440.00	0.00	-1,304.25	84.7%*
TOTAL STORMWATER	-20,500.00	-20,500.00	-17,267.75	-2,027.24	0.00	-3,232.25	84.2%
TOTAL REVENUES	-20,500.00	-20,500.00	-17,267.75	-2,027.24	0.00	-3,232.25	
5104800 MARINA							
5104800 38040	PARTS						
	0.00	0.00	-591.93	-96.53	0.00	591.93	100.0%
5104800 38045	LABOR						
	0.00	0.00	-530.00	-75.00	0.00	530.00	100.0%
TOTAL MARINA	0.00	0.00	-1,121.93	-171.53	0.00	1,121.93	100.0%
TOTAL REVENUES	0.00	0.00	-1,121.93	-171.53	0.00	1,121.93	
GRAND TOTAL	-960,361.00	-960,361.00	-812,919.45	-69,399.41	0.00	-147,441.55	84.6%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
510 FLEET							
510 51200		SALARIES					
	135,818.00	135,818.00	113,172.81	9,552.22	0.00	22,645.19	83.3%
510 51350		PART-TIME					
	29,108.00	29,108.00	27,171.72	1,854.73	0.00	1,936.28	93.3%
510 51400		OVERTIME					
	8,000.00	8,000.00	6,857.61	911.52	0.00	1,142.39	85.7%
510 52100		FICA					
	13,229.00	13,229.00	11,016.24	907.54	0.00	2,212.76	83.3%
510 52200		RETIREMENT					
	32,637.00	32,637.00	28,839.28	2,507.10	0.00	3,797.72	88.4%
510 52300		HEALTH INSUR					
	24,204.00	24,204.00	22,089.16	2,301.36	0.00	2,114.84	91.3%
510 52301		LIFE INSUR					
	708.00	708.00	591.00	58.13	0.00	117.00	83.5%
510 52400		WORKERS' COMP					
	5,836.00	5,836.00	5,346.00	486.00	0.00	490.00	91.6%
510 53200		AUDITING					
	2,265.00	2,265.00	2,079.00	189.00	0.00	186.00	91.8%
510 53400		CONTRACTUAL					
	19,582.00	19,582.00	17,372.67	512.98	0.00	2,209.33	88.7%
510 54000		TRAINING/TRAVEL					
	3,450.00	3,450.00	2,310.95	0.00	0.00	1,139.05	67.0%
510 54100		COMM - PHONE/FAX/ALARM					
	288.00	288.00	0.00	0.00	0.00	288.00	.0%
510 54101		COMMUNICATIONS-CELLULAR					
	1,150.00	1,150.00	744.70	61.59	0.00	405.30	64.8%
510 54103		COMMUNICATIONS-INTERNET					
	1,635.00	1,635.00	1,120.80	112.08	0.00	514.20	68.6%
510 54300		UTILITIES ELECTRIC					
	4,000.00	4,000.00	3,425.00	439.84	0.00	575.00	85.6%
510 54310		UTILITIES-WATER & WASTEWATER					
	2,100.00	2,100.00	1,799.90	154.43	0.00	300.10	85.7%
510 54500		INSURANCE					
	18,150.00	18,150.00	16,643.00	1,513.00	0.00	1,507.00	91.7%
510 54610		R/M BLDG & GROUNDS					
	5,000.00	5,000.00	2,460.48	80.54	0.00	2,539.52	49.2%
510 54620		R/M EQUIPMENT					
	7,500.00	9,688.00	9,687.55	548.95	0.00	0.45	100.0%
510 54630		R/M VEHICLES-LABOR					
	2,500.00	2,500.00	1,060.00	37.50	0.00	1,440.00	42.4%



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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
510 54640		R/M VEHICLES-PARTS					
	3,500.00	3,500.00	2,387.85	73.93	0.00	1,112.15	68.2%
510 55100		OFFICE SUPPLIES					
	200.00	170.00	169.80	54.94	0.00	0.20	99.9%
510 55200		OPERATING SUPPLIES					
	8,500.00	9,450.00	9,146.83	21.80	0.00	303.17	96.8%
510 55210		UNIFORMS					
	1,025.00	1,272.00	1,271.60	0.00	0.00	0.40	100.0%
510 55230		GAS/OIL					
	4,500.00	4,500.00	3,612.23	344.64	0.00	887.77	80.3%
510 55240		CHEMICALS					
	500.00	354.00	279.99	0.00	0.00	74.01	79.1%
510 55400		BOOKS/SUBS/DUES					
	200.00	134.00	133.75	0.00	0.00	0.25	99.8%
510 56400		MACH/EQUIP					
	13,500.00	11,357.00	7,130.47	0.00	0.00	4,226.53	62.8%
510 56401		EQUIP-NON CAPITAL					
	6,000.00	5,000.00	3,410.00	0.00	0.00	1,590.00	68.2%
510 58600		GAS/OIL COSTS					
	320,000.00	320,000.00	199,969.57	18,113.21	0.00	120,030.43	62.5%
510 58700		VEHICLE PARTS/SRVS COSTS					
	307,000.00	307,000.00	265,981.28	21,832.85	0.00	41,018.72	86.6%
510 59990		RESERVE					
	-21,724.00	-21,724.00	0.00	0.00	0.00	-21,724.00	.00*
TOTAL FLEET							
	960,361.00	960,361.00	767,281.24	62,669.88	0.00	193,079.76	79.9%
TOTAL EXPENSES							
	960,361.00	960,361.00	767,281.24	62,669.88	0.00	193,079.76	
GRAND TOTAL							
	960,361.00	960,361.00	767,281.24	62,669.88	0.00	193,079.76	79.9%

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Revenues	(\$ 812,919.45)
Expenses	<u>767,281.24</u>
Net (Rev)Exp	(\$ 45,638.21)

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
520 UTILITY BILLING							
520 34300		UB ADMIN FEES					
	-32,000.00	-32,000.00	-23,556.05	-2,330.00	0.00	-8,443.95	73.6%*
520 36110		INTEREST					
	0.00	0.00	-971.50	-136.69	0.00	971.50	100.0%
520 36990		OTHER REVENUE					
	0.00	0.00	-48.00	0.00	0.00	48.00	100.0%
520 38910		CASH BALANCE FORWARD					
	-3,183.00	-3,183.00	0.00	0.00	0.00	-3,183.00	.0%*
TOTAL UTILITY BILLING	-35,183.00	-35,183.00	-24,575.55	-2,466.69	0.00	-10,607.45	69.9%
	TOTAL REVENUES	-35,183.00	-24,575.55	-2,466.69	0.00	-10,607.45	
5204200 AIRPORT							
5204200 38052		CHARGES FOR UB SERVICES					
	-7,300.00	-7,300.00	-6,688.00	-608.00	0.00	-612.00	91.6%*
TOTAL AIRPORT	-7,300.00	-7,300.00	-6,688.00	-608.00	0.00	-612.00	91.6%
	TOTAL REVENUES	-7,300.00	-6,688.00	-608.00	0.00	-612.00	
5204400 SANITATION							
5204400 38052		CHARGES FOR UB SERVICES					
	-92,000.00	-92,000.00	-84,337.00	-7,667.00	0.00	-7,663.00	91.7%*
TOTAL SANITATION	-92,000.00	-92,000.00	-84,337.00	-7,667.00	0.00	-7,663.00	91.7%
	TOTAL REVENUES	-92,000.00	-84,337.00	-7,667.00	0.00	-7,663.00	
5204500 WASTE WATER							
5204500 38052		CHARGES FOR UB SERVICES					
	-200,000.00	-200,000.00	-183,337.00	-16,667.00	0.00	-16,663.00	91.7%*



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5204500 WASTE WATER	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
TOTAL WASTE WATER	-200,000.00	-200,000.00	-183,337.00	-16,667.00	0.00	-16,663.00	91.7%
TOTAL REVENUES	-200,000.00	-200,000.00	-183,337.00	-16,667.00	0.00	-16,663.00	
5204600 WATER							
5204600 38052 CHARGES FOR UB SERVICES	-200,000.00	-200,000.00	-183,337.00	-16,667.00	0.00	-16,663.00	91.7%*
TOTAL WATER	-200,000.00	-200,000.00	-183,337.00	-16,667.00	0.00	-16,663.00	91.7%
TOTAL REVENUES	-200,000.00	-200,000.00	-183,337.00	-16,667.00	0.00	-16,663.00	
5204700 STORMWATER							
5204700 38052 CHARGES FOR UB SERVICES	-35,000.00	-35,000.00	-32,087.00	-2,917.00	0.00	-2,913.00	91.7%*
TOTAL STORMWATER	-35,000.00	-35,000.00	-32,087.00	-2,917.00	0.00	-2,913.00	91.7%
TOTAL REVENUES	-35,000.00	-35,000.00	-32,087.00	-2,917.00	0.00	-2,913.00	
GRAND TOTAL	-569,483.00	-569,483.00	-514,361.55	-46,992.69	0.00	-55,121.45	90.3%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
520 UTILITY BILLING							
520 51200		SALARIES					
	190,532.00	190,532.00	164,450.23	14,426.21	0.00	26,081.77	86.3%
520 51400		OVERTIME					
	2,000.00	3,500.00	2,979.67	177.14	0.00	520.33	85.1%
520 52100		FICA					
	14,729.00	14,729.00	12,555.32	1,099.37	0.00	2,173.68	85.2%
520 52200		RETIREMENT					
	45,652.00	45,652.00	40,105.60	3,498.96	0.00	5,546.40	87.9%
520 52300		HEALTH INSUR					
	38,849.00	38,849.00	33,707.90	3,237.40	0.00	5,141.10	86.8%
520 52301		LIFE INSUR					
	1,076.00	1,076.00	956.75	89.30	0.00	119.25	88.9%
520 52400		WORKERS' COMP					
	439.00	439.00	407.00	37.00	0.00	32.00	92.7%
520 53400		CONTRACTUAL					
	33,033.00	33,033.00	24,267.90	400.06	0.00	8,765.10	73.5%
520 54000		TRAINING/TRAVEL					
	3,070.00	3,070.00	817.03	84.52	0.00	2,252.97	26.6%
520 54100		COMM - PHONE/FAX/ALARM					
	862.00	862.00	355.17	34.24	0.00	506.83	41.2%
520 54103		COMMUNICATIONS-INTERNET					
	1,635.00	1,635.00	1,120.80	112.08	0.00	514.20	68.6%
520 54200		POSTAGE					
	40,000.00	40,000.00	39,999.41	3,613.00	0.00	0.59	100.0%
520 54300		UTILITIES ELECTRIC					
	3,675.00	3,675.00	2,609.25	722.31	0.00	1,065.75	71.0%
520 54310		UTILITIES-WATER & WASTEWATER					
	1,100.00	1,100.00	714.26	59.73	0.00	385.74	64.9%
520 54610		R/M BLDG & GROUNDS					
	1,500.00	1,500.00	54.14	0.00	0.00	1,445.86	3.6%
520 54620		R/M EQUIPMENT					
	700.00	700.00	0.00	0.00	0.00	700.00	.0%
520 54700		PRINTING					
	6,652.00	6,652.00	3,130.85	0.00	0.00	3,521.15	47.1%
520 54902		BAD DEBT EXPENSE					
	1,500.00	1,500.00	1,510.80	0.63	0.00	-10.80	100.7%*
520 55100		OFFICE SUPPLIES					
	3,332.00	3,332.00	683.70	18.61	0.00	2,648.30	20.5%
520 55200		OPERATING SUPPLIES					
	60,260.00	58,760.00	38,600.57	2,933.78	0.00	20,159.43	65.7%



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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
520 55210		UNIFORMS					
	1,200.00	1,200.00	411.00	65.00	0.00	789.00	34.3%
520 55220		JANITORIAL SUPPLIES					
	685.00	685.00	334.73	35.09	0.00	350.27	48.9%
520 59300		TRANSFER TO CAP IMP					
	10,700.00	10,700.00	9,808.37	891.67	0.00	891.63	91.7%
520 59990		RESERVE					
	106,302.00	106,302.00	0.00	0.00	0.00	106,302.00	.0%
TOTAL UTILITY BILLING	569,483.00	569,483.00	379,580.45	31,536.10	0.00	189,902.55	66.7%
TOTAL EXPENSES	569,483.00	569,483.00	379,580.45	31,536.10	0.00	189,902.55	
GRAND TOTAL	569,483.00	569,483.00	379,580.45	31,536.10	0.00	189,902.55	66.7%

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Revenues	(\$ 514,361.55)
Expenses	379,580.45
Net (Rev)Exp	(\$134,781.10)

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ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
530 UTILITY ADMIN						
530 36110	INTEREST					
	0.00	0.00	-727.29	-97.08	0.00	727.29 100.0%
530 38910	CASH BALANCE FORWARD					
	-15,840.00	-15,840.00	0.00	0.00	0.00	-15,840.00 .0%*
TOTAL UTILITY ADMIN						
	-15,840.00	-15,840.00	-727.29	-97.08	0.00	-15,112.71 4.6%
TOTAL REVENUES						
	-15,840.00	-15,840.00	-727.29	-97.08	0.00	-15,112.71
5304500 WASTE WATER						
5304500 38054	CHARGES FOR UTIL ADM					
	-225,000.00	-225,000.00	-206,250.00	-18,750.00	0.00	-18,750.00 91.7%*
TOTAL WASTE WATER						
	-225,000.00	-225,000.00	-206,250.00	-18,750.00	0.00	-18,750.00 91.7%
TOTAL REVENUES						
	-225,000.00	-225,000.00	-206,250.00	-18,750.00	0.00	-18,750.00
5304600 WATER						
5304600 38054	CHARGES FOR UTIL ADM					
	-225,000.00	-225,000.00	-206,250.00	-18,750.00	0.00	-18,750.00 91.7%*
TOTAL WATER						
	-225,000.00	-225,000.00	-206,250.00	-18,750.00	0.00	-18,750.00 91.7%
TOTAL REVENUES						
	-225,000.00	-225,000.00	-206,250.00	-18,750.00	0.00	-18,750.00
GRAND TOTAL						
	-465,840.00	-465,840.00	-413,227.29	-37,597.08	0.00	-52,612.71 88.7%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
530 UTILITY ADMIN							
530 51200		SALARIES					
	250,022.00	250,022.00	190,606.30	16,323.22	0.00	59,415.70	76.2%
530 51400		OVERTIME					
	2,500.00	2,500.00	1,989.21	8.26	0.00	510.79	79.6%
530 52100		FICA					
	19,318.00	19,318.00	13,793.76	1,157.19	0.00	5,524.24	71.4%
530 52200		RETIREMENT					
	59,905.00	59,905.00	46,145.88	3,913.02	0.00	13,759.12	77.0%
530 52300		HEALTH INSUR					
	54,611.00	54,611.00	35,645.91	3,371.35	0.00	18,965.09	65.3%
530 52301		LIFE INSUR					
	1,386.00	1,386.00	1,085.15	100.58	0.00	300.85	78.3%
530 52400		WORKERS' COMP					
	8,280.00	8,280.00	7,590.00	690.00	0.00	690.00	91.7%
530 53400		CONTRACTUAL					
	3,455.00	4,955.00	4,162.48	188.19	0.00	792.52	84.0%
530 54000		TRAINING/TRAVEL					
	5,250.00	5,250.00	753.20	0.00	0.00	4,496.80	14.3%
530 54100		COMM - PHONE/FAX/ALARM					
	779.00	779.00	164.25	17.12	0.00	614.75	21.1%
530 54101		COMMUNICATIONS-CELLULAR					
	2,000.00	2,000.00	1,342.09	154.48	0.00	657.91	67.1%
530 54103		COMMUNICATIONS-INTERNET					
	1,635.00	1,635.00	1,145.55	114.33	0.00	489.45	70.1%
530 54200		POSTAGE					
	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	.0%
530 54300		UTILITIES ELECTRIC					
	3,000.00	3,000.00	2,609.19	722.30	0.00	390.81	87.0%
530 54310		UTILITIES-WATER & WASTEWATER					
	800.00	800.00	714.20	59.72	0.00	85.80	89.3%
530 54610		R/M BLDG & GROUNDS					
	2,500.00	2,500.00	451.34	156.84	0.00	2,048.66	18.1%
530 55100		OFFICE SUPPLIES					
	4,000.00	2,500.00	26.99	26.99	0.00	2,473.01	1.1%
530 55200		OPERATING SUPPLIES					
	6,785.00	6,785.00	1,011.97	65.88	0.00	5,773.03	14.9%
530 55210		UNIFORMS					
	1,800.00	1,800.00	452.20	0.00	0.00	1,347.80	25.1%
530 55220		JANITORIAL SUPPLIES					
	4,000.00	4,000.00	334.69	35.08	0.00	3,665.31	8.4%



FOR 2020 11

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
530 55400		BOOKS/SUBS/DUES					
	2,100.00	2,100.00	464.49	0.00	0.00	1,635.51	22.1%
530 59990		RESERVE					
	30,214.00	30,214.00	0.00	0.00	0.00	30,214.00	.0%
TOTAL UTILITY ADMIN	465,840.00	465,840.00	310,488.85	27,104.55	0.00	155,351.15	66.7%
TOTAL EXPENSES	465,840.00	465,840.00	310,488.85	27,104.55	0.00	155,351.15	
GRAND TOTAL	465,840.00	465,840.00	310,488.85	27,104.55	0.00	155,351.15	66.7%

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

Revenues	(\$ 413,227.29)
Expenses	<u>310,488.95</u>
Net (Rev)Exp	(\$ 102,738.34)

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FOR 2020 11

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

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



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YEAR-TO-DATE BUDGET REPORT

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6202200 FIRE

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

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



FOR 2020 11

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

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

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 8/26/2020

Date: October 25, 2019

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION:

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Discussion
Waterfront Development

ITEM TYPE: Discussion

REQUESTED ACTION:

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

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Dale L. Martin, City Manager 8/26/2020

Date: October 25, 2019

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION:

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Discussion
Marina

ITEM TYPE: Discussion

REQUESTED ACTION:

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

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

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Dale L. Martin, City Manager 8/26/2020

Date: January 21, 2020

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION:

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Discussion
Ocean Highway and Port Authority (OHPA)

ITEM TYPE: Discussion

REQUESTED ACTION:

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

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

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Dale L. Martin, City Manager 8/26/2020

Date: February 24, 2020

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION:

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Discussion
COVID-19

ITEM TYPE: Discussion

REQUESTED ACTION:

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

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Dale L. Martin, City Manager 8/26/2020

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

Date: July 16, 2020

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION:

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Discussion
Charter Officers' Performance Evaluations

ITEM TYPE: Discussion

REQUESTED ACTION: At the pleasure of the Commission

SYNOPSIS: In accordance with Resolution 2002-160, the City Commission shall evaluate the performance of each Charter Employee on an annual basis. Evaluations shall take the form of one-on-one meetings between individual City Commissioners and the Charter Employee or Commissioners shall complete an evaluation form, and/or request a meeting of the full commission to discuss any concerns regarding the Charter Employees performance of duties.

Charter employee evaluations, or one-on-one performance appraisal meetings, whichever the individual Commissioner prefers, provides Commissioners the opportunity to open dialog with Charter employees, to discuss possible areas for performance improvement, executive objectives, and organizational expectations.

FISCAL IMPACT: Salary increases are included in the FY 2020/2021 budget for all exempt employees including Charter Officers.

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Caroline Best, City Clerk	8/13/2020
Nicole Bednar, Administrative Services Manager	8/26/2020
Dale L. Martin, City Manager	9/3/2020

Caroline Best

Date: August 07, 2020

Submitted By: Caroline Best, City Clerk

COMMISSION ACTION:

RESOLUTION NO. 2002-160

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH REGARDING EVALUATION FOR CHARTER EMPLOYEES AND DESIGNATING THE MAYOR AS THE REPRESENTATIVE OF THE CITY COMMISSION FOR ADMINISTRATIVE MATTERS IN REGARDS TO THE CHARTER EMPLOYEES, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, under the City Charter of the City of Fernandina Beach, the City Manager, City Attorney, and City Clerk (hereinafter Charter Employees) report directly to the City Commission; and

WHEREAS, each of these Charter Employees has a contract with the City, which contain in detail their duties, and rights and obligations of both the City and the Charter Employee; and

WHEREAS, in the first year of said contract, it would be helpful to the City Commission and the Charter Employees to have an evaluation after six (6) months of employment; and

WHEREAS, in certain instances, it is necessary to have a representative of the Commission who can address administrative issues relating to the Charter Employees.

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

Section 1. During the first year of employment only, the Charter Employees will be evaluated by the members of the City Commission after six (6) months of service. Such evaluation shall take the form of one-on-one meetings between the individual City Commissioners and the Charter Employee. The Commissioners shall fill out an evaluation form, and/or request a meeting of the full commission to discuss any issues regarding the Charter Employees performance of their duties. Nothing contained herein shall be deemed to modify or change any of the rights and obligations of either the City or the Charter Employees contained in their contracts.

Section 2. In subsequent years of employment, evaluation shall be on an annual basis. Such evaluation shall take the form of one-on-one meetings between the individual City Commissioners and the Charter Employee. The Commissioners shall fill out an evaluation form, and/or request a meeting of the full commission to discuss any issues regarding the Charter Employees performance of their duties. Nothing contained herein shall be deemed to modify or change any of the rights and obligations of either the City or the Charter Employees contained in their contracts.

Section 3. The Mayor shall be designated as the representative of the City Commission for administrative matters relating to the Charter Employees. In the absence or unavailability of the Mayor, the Vice Mayor shall substitute, and in the absence of both the Mayor and Vice

Mayor, the members of the Commission shall be designated in order of seniority of service on the Commission.

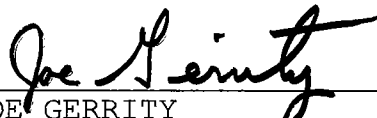
Section 4. For routine matters, such as vacation requests and sick leave, the City Manager is authorized to approve such requests, with notice to the Mayor. For extended vacation or sick leave, the City Manager or the Mayor may approve such requests, with notice to the City Commission.

Section 5. The Charter Employees shall be entitled to the same cost of living (COLA) increase given to other non-union employees, at the discretion of the City Commission.

Section 6. EFFECTIVE DATE. This resolution shall take effect immediately upon its adoption.

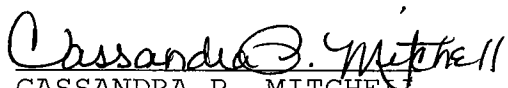
ADOPTED this 19th day of November, 2002.

CITY OF FERNANDINA BEACH



JOE GERRITY
Commissioner-Mayor

ATTEST



CASSANDRA P. MITCHELL
City Clerk



CITY COMMISSION AGENDA ITEM
CITY OF FERNANDINA BEACH

SUBJECT: Resolution No. 2002-160; Regarding Charter Employees

DEPARTMENT: City Attorney

ATTACHMENTS: ☐ Ordinance ☒ Resolution
☐ Support Documents ☐ Other

SUMMARY: As requested by the Commission at the meeting on November 5, 2002, this Resolution provides for a 6-month evaluation period for Charter Employees during the first year of employment, with annual reviews thereafter. It also provides that the Mayor will act as the representative of the Commission for administrative matters relating to the Charter Employees, and provides for a substitute in the absence of the Mayor.

RECOMMENDED ACTION: Approve Resolution No. 2002-160.

DEPARTMENT HEAD

Submitted: City Attorney *[Signature]*
Requested Agenda: 11/19/02

Date: 11/14/02
Date:

FINANCE DEPARTMENT

Budgeted ☐ Yes ☐ No ☐ N/A

Date

CITY ATTORNEY

Approved for Form and Correctness *[Signature]*

Date: 11/14/02

CITY MANAGER

[Signature] Approved Agenda Item for

Date: 11/19/02

COMMISSION ACTION:

☐ Approved As Recommended ☐ Disapproved
☐ Approved With Modification ☐ Other
☐ Tabled

DISTRIBUTION: ☒ CA ☒ CC ☒ CM ☐ CDD ☒ FIN ☐ FD ☐ GC ☐ HR ☐ MD ☐ PD ☐ PRD

Form: CCAI;5.23.02



CITY COMMISSION AGENDA ITEM
CITY OF FERNANDINA BEACH

SUBJECT: Supervision/Oversight of Charter Employees
DEPARTMENT: City Manager

ATTACHMENTS: ☐ Ordinance ☐ Resolution
☒ Support Documents ☐ Other

SUMMARY: Mayor Gerrity has requested that the matter of commission involvement in and responsibility for the supervision and oversight of the three (3) charter employees be placed on the agenda for discussion.

RECOMMENDED ACTION:

DEPARTMENT HEAD	Submitted – RT Mearns	Date: 10/30/2002
	Requested Agenda	Date: 11/5/2002
FINANCE DEPARTMENT	Budgeted ☐ Yes ☐ No ☒ N/A	Date: N/A
CITY ATTORNEY	Approved for Form and Correctness	Date: N/A
CITY MANAGER	Approved Agenda Item for	Date: 11/5/2002

COMMISSION ACTION: ☐ Approved As Recommended ☐ Disapproved
☐ Approved With Modification ☐ Tabled To Time Certain
☐ Other _____

DISTRIBUTION: ☐ CA ☐ CC ☐ CM ☐ CDD ☐ FIN ☐ FD ☐ GC ☐ HR ☐ MD ☐ PD ☐ PRD ☐ PWD

LIASION

- Mayor
- Vice Mayor
- Next Senior

CITY ATTORNEY

Sec. 31. Appointment and duties generally.

The city commission shall appoint a city attorney, who shall act as the legal advisor to, and attorney and counsellor for, the municipality and all of its officers in matters relating to their official duties. He shall prepare all contracts, bonds and other instruments in writing in which the municipality is concerned, and shall endorse on each his approval of the form and correctness thereof; and no contract with the municipality shall take effect until his approval is so endorsed thereon. When required to do so by resolution of the city commission, he shall prosecute and defend for and in behalf of the city, all complaints, suits and controversies in which the city is a party. He shall furnish the city commission [and] the city manager his opinion on any question of law relating to their respective powers and duties. (Laws of Fla., ch. 8949(1921), § 31; Ord. No. 91-17, § 1, 9-17-91)

Sec. 32. Additional duties.

In addition to the duties specifically imposed under the preceding section, he [the city attorney] shall perform such other professional duties as may be required of him by ordinance or resolution of the city commission or as are prescribed for city attorneys under the general law of the state which are not inconsistent with this Charter and with any ordinance or resolution which may be passed by the city commission.

(Laws of Fla., ch. 8949(1921), § 32; Ord. No. 91-17, § 1, 9-17-91)

Sec. 33. Qualifications.

The city attorney shall be a lawyer admitted to and having authority to practice in all courts of the state.

(Laws of Fla., ch. 8949(1921), § 33; Laws of Fla., ch. 15203(1931), § 2; Ord. No. 91-17, § 1, 9-17-91)

Secs. 34—38. Reserved.

City of Fernandina Beach Job Description

Job Title: City Attorney
Department: Office of City Attorney
Reports To: City Commission
FLSA Status: Exempt
Prepared By: Jim Isom
Prepared Date: 9/19/01
Approved By:
Approved Date:

SUMMARY

Serves as the legal advisor to, and attorney and counsellor for, the City of Fernandina Beach and all its officers in matters relating to their official duties.

ESSENTIAL DUTIES AND RESPONSIBILITIES include the following. Other duties may be assigned.

Prepares and/or approves all contracts, bonds and other instruments in which the City is concerned.

As required by resolution, represents the City in court, and before quasi-judicial or administrative agencies of government relative to complaints, suits, and controversies in which the City is a party.

Prepares legal briefs, develops strategy, arguments and testimony in preparation for presentation of a case.

Prosecutes municipal citations.

Interprets laws, rulings, and regulations for the City Commission, City Manager and staff as approved by the City Commission or City Manager.

Provides legal opinions on any question of law relating to the respective powers and duties of the City Commission and City Manager or other matters as required by the the City Commission or City Manager.

Prepares ordinances and resolutions requiring legal experience or as directed by the City Commission. Reviews and approves all ordinances and resolutions to be considered for adoption by the City Commission.

Attends all City Commission regular meetings and special meetings, as required, to provide legal advice and opinions relative to matters under consideration by the City Commission. Attends all meetings of the Planning Advisory Board, Historic District Council and Board of Adjustment when quasi-judicial hearings are to be ruled upon. Attends other City meetings at the request of the City Commission.

Prepares department budget and assures office operates within assigned parameters of the budget. Keeps complete and accurate time records regarding all legal services, and the applicable department or subject matter.

Performs other duties as assigned by the City Commission.

SUPERVISORY RESPONSIBILITIES

Directly supervises one employee in the Office of the City Attorney. Carries out supervisory responsibilities in accordance with the organization's policies and applicable laws.

Responsibilities include interviewing, hiring, and training employees; planning, assigning, and directing work; appraising performance; rewarding and disciplining employees; addressing complaints and resolving problems.

QUALIFICATIONS To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EDUCATION and/or EXPERIENCE

Doctoral Degree (J.D.) required; qualified to practice in Florida Appeals court required; five years related experience as a practicing attorney in legal research and trial work in taxation, litigation, zoning, comprehensive planning, civil rights, general, sunshine laws and public records law desired.

LANGUAGE SKILLS

Ability to read, analyze, and interpret the most complex documents. Ability to respond effectively to the most sensitive inquiries or complaints. Ability to make effective and persuasive presentations on controversial or complex topics to courts of law, City Commission, public groups and others.

MATHEMATICAL SKILLS

Ability to calculate figures and amounts such as discounts, interest, commissions, proportions, percentages, area, circumference and volume. Ability to apply concepts of statistics.

REASONING ABILITY

Ability to define problems, collect data, establish facts, and draw valid conclusions. Ability to interpret and apply an extensive variety of legal material to abstract and concrete variables.

CERTIFICATES, LICENSES, REGISTRATIONS

A member of the Florida Bar Association required

PHYSICAL DEMANDS The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to stand; walk; sit; use hands to finger, handle, or feel; reach with hands and arms; and talk or hear. The employee must occasionally lift and/or move up to 10 pounds. Specific vision abilities required by this job

nance, determine. The fire chief shall have exclusive control of the stationing and transfer of all firefighter/rescue personnel and other officers and employees of the fire force subject to such rules and regulations as may be prescribed by the city manager or by ordinance of the city; he shall have exclusive management and control of such officers and employees as may be employed in the administration of the affairs of his force. In case of riot, conflagration or like emergency, the city manager may appoint additional firefighter/rescue personnel for temporary service.

(Laws of Fla., ch. 8949(1921), § 44; Ord. No. 91-17, § 1, 9-17-91)

Sec. 45. City owned utilities, public works and welfare under management and control of city manager.

The city manager shall manage and control all city owned public utilities operated and managed by the municipality, and the office of the city manager shall be charged with the management and operation of all public works and the regulation by ordinances of the city commission [of] all charitable and correctional institutions and agencies of the city, enforce all laws, ordinances and regulations relative to the preservation and promotion of public health; shall manage or inspect water, lighting, heating, power and transportation enterprises of the city; shall manage and control the use, construction, improvement, repair and maintenance of all recreational facilities of the city, including parks, playgrounds, and public gymnasiums, and social centers; he shall manage and supervise all public improvement works and undertakings of the city, except as otherwise provided in this Charter; he shall have charge of construction, improvement, repair and maintenance of streets, sidewalks, alleys, lanes, bridges, viaducts, public highways, drains, ditches, culverts, streams, water courses and all public buildings; he shall manage and control market houses, crematories, sewage disposal plants and farms, and he shall enforce all the obligations of privately owned or operated public utilities which are enforceable by the city; he shall have charge of the making and preservation of all surveys, maps, plans, drawings and estimates for such public work; the cleaning, sprinkling and lighting of

streets and public places; the collection and disposal of wastes; the preservation of tools and appliances belonging to the city, and pertaining to the functions of its several departments.

(Laws of Fla., ch. 8949(1921), § 45; Ord. No. 91-17, § 1, 9-17-91)

CITY CLERK

Sec. 46. City clerk; establishment; officer; tenure.

There shall be a city clerk, an officer of the city, who shall be appointed by and serve during the pleasure of the city commission. If a written agreement is established the agreement may not extend beyond 12 months but may be renewable annually at the reorganizational meeting. Such agreement may not provide for payment of service not actually performed.

(Laws of Fla., ch. 8949(1921), § 57; Ord. No. 91-17, § 1, 9-17-91; Ord. No. 98-5, § 1, 2-17-98)

Sec. 47. Powers and duties enumerated.

The city clerk shall be responsible to the city commission for the lawful, effective and efficient management of the following:

- (a) Attend all meetings of the city commission and keep a journal of its proceedings, the correctness of which proceedings as entered in such journal shall be certified to after each meeting by the signature and by the signature of the presiding officer of the city commission. Additionally, a journal shall be maintained of the proceedings of all boards and committees required by the city commission. The city clerk shall be the custodian of the seal of the city.
- (b) Establish and maintain a source data system in consonance with and meeting all requirements of the state's public records laws.
- (c) Conduct all municipal elections exercising all authority not reserved to county constitutional officers.

- (d) Countersign all outgoing checks after determining that all appropriate and relevant procedures, contained in the financial sections of this charter, have been complied with.
 - (e) Serve as legal custodian of all city records including, but not limited to, all contracts, deeds, abstracts, title insurance policies and other official documents and perform such other duties as may be required by ordinance or resolution of the city commission; as well as such as may be required by city clerks by the general laws of the state, applicable to municipalities and not inconsistent with this charter or with any ordinance or resolution passed by the city commission.
 - (f) Authentication of all ordinances, resolutions and transcripts of legislative functions.
 - (g) Publication of all public notices required by the city commission or by law.
 - (h) Preparation of all awards, proclamations, certificates and other formal documentation by the city commission.
 - (i) Notification to the city commission of all vacancies on boards or committees established by the city commission.
 - (j) Filing of all liens, satisfactions and releases as authorized by the city manager.
 - (k) Serve as notary public on behalf of the city.
 - (l) Any other duties as required by the city commission.
- (Ord. No. 91-17, § 1, 9-17-91; Ord. No. 98-6, § 1, 2-17-98)

Secs. 48—57. Reserved.

DEPARTMENT OF FINANCE; CITY CONTROLLER

Sec. 58. Director of department of finance; office established; custodian of municipal moneys.

There shall be a city controller, who, under the supervision of the city manager, shall be director

of the department of finance. As city controller he shall be the custodian of all moneys of the municipality and shall keep and preserve the same in such manner and in such place or places as shall be determined by the city commission; provided, that it shall be his duty to invest or deposit in banks in this state, as savings accounts or otherwise, any and all moneys belonging to the city, and collected and held as sinking funds; the investment or deposit of such funds to be done and made by competitive bids therefor, after due notice, or in such other manner as in the judgment of the city commission may be deemed best in the interests of the city.

(Laws of Fla., ch. 8949(1921), § 58; Ord. No. 91-17, § 1, 9-17-91)

Sec. 59. Bond.

The city controller shall give a bond in the amount established by ordinance of the city commission from time to time.

(Laws of Fla., ch. 8949(1921), § 59; Ord. No. 91-17, § 1, 9-17-91)

Sec. 60. Collection of interest on investments or deposits.

All moneys due as interest upon investments or deposits shall be collected by the city controller and placed to the credit of the city, and any and all bonds and securities taken for investments and deposits shall be held by the city controller for safe keeping for the benefit of the city.

(Laws of Fla., ch. 8949(1921), § 60; Ord. No. 91-17, § 1, 9-17-91)

Sec. 61. Collection of taxes, license fees and all moneys belonging to city.

He [The city controller] shall receive and collect all moneys belonging to the city, including taxes, license moneys, fines and income from all other sources, and he shall collect all special assessments as provided for under this Charter and keep accurate account thereof.

(Laws of Fla., ch. 8949(1921), § 61; Ord. No. 91-17, § 1, 9-17-91)

CITY OF FERNANDINA BEACH

JOB DESCRIPTION

EXEMPT

TITLE: CITY CLERK

SALARY RANGE: ~~137~~

GENERAL DESCRIPTION:

Highly responsible administrative and supervisory work managing the various functions and responsibilities of the City Clerk's Office. Work is performed under the administrative direction of the City Commission.

ESSENTIAL JOB FUNCTIONS:

1. Processes and maintains all official City documents and records; recordation of actions by the City Commission.
2. Attends City Commission and other meetings.
3. Supervises the preparation and indexing of minutes.
4. Coordinates agenda, documents and provision of liaison including scheduling of meetings and public notices.
5. Answers citizens questions and complaints.
6. Prepares and conducts municipal election administration and activities.
7. Provides general and direct supervision of staff.
8. Prepares and monitors the department budget.
9. Prepares reports and maintains various files. Directs record management functions. Maintains City's official files.
10. Accesses, inputs and retrieves information from a computer.
11. Directs and processes certain resolutions and ordinances.

(These essential job functions are not to be construed as a complete statement of all duties performed. Employees will be required to perform other job related marginal duties as required.)

Cody & Associates, Inc.

CITY CLERK

Page 2

MINIMUM ACCEPTABLE QUALIFICATIONS:

KNOWLEDGE, ABILITIES AND SKILLS:

- Knowledge of the ordinances, policies and procedures of the City.
- Knowledge of modern management practices and principles.
- Knowledge of archives and records management laws, systems and technology.
- Knowledge of election laws.
- Ability to input and retrieve data via computer.
- Ability to access needs and prioritize them.
- Ability to motivate staff.
- Ability to communicate in writing and orally.
- Ability to deal with a variety of individuals and groups.

EDUCATION AND EXPERIENCE:

Graduation from an accredited four year college or university with a Bachelor's Degree in Public or Business Administration or a related field. Considerable experience in progressively responsible related governmental administrative work.

(A comparable amount of training, education or experience can be substituted for the minimum qualifications.)

LICENSES, CERTIFICATIONS OR REGISTRATIONS:

CMC and AAE designation desirable (through International Institute of Municipal Clerks.)

ESSENTIAL PHYSICAL SKILLS:

- Acceptable eyesight (with or without correction).
- Acceptable hearing (with or without hearing aid).
- Ability to communicate both orally and in writing.
- Ability to access, input and retrieve information from a computer.

ENVIRONMENTAL CONDITIONS:

- Works inside in an office environment.

Revised: 6/97

(Reasonable accommodations will be made for otherwise qualified individuals with a disability.)

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ager, the city commission shall designate some properly qualified person to temporarily execute the function of the office.

(Laws of Fla., ch. 8949(1921), § 25; Ord. No. 91-17, § 1, 9-17-91; Ord. No. 98-4, § 1, 2-17-98)

Sec. 26. Compensation fixed by city commission.

The city commission of the City of Fernandina [Beach], Florida, shall at all times fix the compensation of the city manager of said city.

(Laws of Fla., ch. 8949(1921), § 26; Laws of Fla., ch. 15203(1931), § 1; Laws of Fla., ch. 24511(1947), § 1; Ord. No. 91-17, § 1, 9-17-91)

Sec. 27. Bond.

The city manager shall give a bond in the amount as established by ordinance.

(Laws of Fla., ch. 8949(1921), § 27; Ord. No. 91-17, § 1, 9-17-91)

Sec. 28. Suspension; removal; hearing required.

The city manager shall be removable by the city commission; but if removed at any time after having served six months, he may demand written charges and a public hearing upon the same before the commission, and his final removal shall not take effect until such hearing has been held, but the commission may suspend him from office pending such hearing.

(Laws of Fla., ch. 8949(1921), § 28; Ord. No. 91-17, § 1, 9-17-91)

Sec. 29. Powers and duties enumerated.

The city manager shall be responsible to the city commission for the proper administration of all affairs of the city, and to that end his powers are and they shall be:

- (a) To see that the laws and ordinances are enforced.
- (b) Except as hereinafter specifically provided, to appoint and remove all subordinate officers and employees of the city; all appointments to be made upon merit and fitness alone.

- (c) To exercise control and direct supervision over all departments and divisions of the municipal government under this Charter, or which may hereafter be created by the city commission, including public utilities owned by said city.

- (d) To see that all terms and conditions imposed in favor of the city or its inhabitants in any public utility franchise are faithfully kept and performed; and upon knowledge of any violation thereof, to call the same to the attention of the city attorney, whose duty it is hereby made to take such legal steps as may be necessary to enforce the same.

- (e) To attend all meetings of the city commission, and of its committees, with right to take part in the discussions, but without having a vote.

- (f) To recommend to the commission for adoption such measures as he may deem necessary or expedient in the interests of the city.

- (g) To keep the city commission fully advised as to the financial condition and needs of the city and to submit for its consideration an annual budget.

- (h) To perform such other duties as may be prescribed under this Charter or as may be required of him by ordinance or resolution of the city commission.

- (i) He shall be purchasing agent for the city, by whom all purchases of supplies shall be made and he shall approve all vouchers for the payment of same. In the capacity of purchasing agent he shall also conduct all sales of personal property which the commission may authorize to be sold as having become unnecessary or unfit for the city's use. All purchases and sales shall conform to such regulations as the city commission may from time to time prescribe.

(Laws of Fla., ch. 8949(1921), § 29; Ord. No. 91-17, § 1, 9-17-91)

Sec. 30. Reserved.

CITY OF FERNANDINA BEACH

JOB DESCRIPTION

TITLE: CITY MANAGER

SALARY RANGE: EXEMPT/CONTRACT

GENERAL DESCRIPTION:

Highly responsible administrative work in directing and in coordinating all phases of the general municipal government. Work involves the supervision of activities related to the City in accordance with the policies determined by the City Commission, City Charter, and applicable laws and ordinances.

ESSENTIAL JOB FUNCTIONS:

1. Directs the overall effort of the City government. Appoints department heads and acts as appointing authority for City employees. Coordinates the efforts of the various departments under the City governmental structure.
2. Administers through subordinate department heads such functions as public safety, maintenance of Public streets and property, sanitation, financial operations and budgets, recreational activities, inspection services, utilities operations and related functions.
3. Prepares the annual City Budget for submission to the Commission. Submits recommendations to the Commission for their discussion and approval concerning the efficient operation of the City government. Prepares Commission agenda. Keeps the Commission informed of general City operations and activities. Makes plans and recommends future programs of the City.
4. Maintains community respect through good public relations and by keeping residents informed of City progress and policies. Discusses problems and complaints concerning City operations with the taxpayers or refers to appropriate official for action.
5. Directs the media relations activities.

(These essential job functions are not to be construed as a complete statement of all duties performed. Employees will be required to perform other job related marginal duties as required.)

MINIMUM ACCEPTABLE QUALIFICATIONS:

- Knowledge of laws and administrative policies governing municipal activities and of operations of municipal government.
- Ability to delegate authority and responsibility to subordinate department heads and to maintain an effective organization.

CITY MANAGER

Page 2

KNOWLEDGE, ABILITIES AND SKILLS: (Continued)

- Ability to express oneself clearly in writing and orally, and to appear before groups of taxpayers and the Commission to present data and programs which enhance the continued efficient operation of the City.

EDUCATION AND EXPERIENCE:

Graduation from an accredited four year college or University with a Bachelor's Degree in Business Administration, Public Administration or a related field supplemented by course work in management. Considerable experience in a responsible administrative/management position in a municipal government.

(A comparable amount of training, education or experience can be substituted for the minimum qualifications.)

LICENSES, CERTIFICATIONS OR REGISTRATIONS:

None

ESSENTIAL PHYSICAL SKILLS:

- Acceptable eyesight (with or without correction).
- Acceptable hearing (with or without hearing aid).
- Ability to communicate both orally and in writing.

ENVIRONMENTAL CONDITIONS:

- Works inside in an office environment.

Revised: 6/97

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elected and take office. Elections for the groups referred to in paragraph (a) shall be held as follows:

Group 1 shall be elected in 1959.

Groups 2 and 3 shall be elected in 1960.

Groups 4 and 5 shall be elected in 1961.

Thereafter, all groups shall be elected every three (3) years for a term of three (3) years.

- (c) If there are several candidates in each group, then the candidate receiving a majority vote shall be held elected for that group; provided, however, that in the event the candidate shall not receive a majority vote, then and in that event the two (2) candidates receiving the largest or highest votes shall have their names placed on an election ballot (unless one (1) of the two (2) candidates to be elected shall withdraw from the race, then and in that event no run off or second election shall be called and the remaining candidate shall be declared elected) in a run off or second election and in said run off or second election the candidate receiving the largest or highest votes shall be held elected for that group; provided always, however, that this shall not apply to any candidate or candidates that receive a majority vote in the first or general election. Provided, however, that no group or groups of candidates shall qualify in more than one (1) group in any general election or run off or second election in any one year.

(Laws of Fla., ch. 8949(1921), § 9; Laws of Fla., ch. 17542(1935), § 1; Laws of Fla., ch. 59-1278, § 2; Ord. No. 91-17, § 1, 9-17-91)

Sec. 10. Powers generally; dealing with administrative service through city manager required; violations deemed misdemeanor, penalty.

All powers of the city except such as are otherwise provided by this Charter, or by the Constitution of the State, are hereby vested in the city commission; and, except as otherwise provided by this Charter, or by the constitution of the state, the city commission may by ordinance or resolu-

tion prescribe the manner in which any power of the city shall be exercised. Neither the commission nor any of its members shall dictate the appointment of any person to office or employment by the city manager or in any manner prevent the city manager from exercising his own judgment in selecting the personnel of his administration. The commission and its members shall deal with the administrative service solely through the city manager and neither the commission nor any member thereof shall give orders to, nor make requests of, any of the subordinates of the city manager either publicly or privately. Any such dictation, orders, requests or other interference upon the part of a member of the city commission with the administration of the city shall constitute a misdemeanor and, upon conviction thereof before a court of competent jurisdiction, any member of the city commission so convicted shall be fined not exceeding two hundred dollars or be imprisoned not exceeding six months, or both, at the discretion of the court, and shall be removed from office.

(Laws of Fla., ch. 8949(1921), § 10; Ord. No. 91-17, § 1, 9-17-91)

Sec. 10A. Additional powers; conveyance of swimming pools, golf courses, other recreational facilities.

(1) The city commission shall have the power, after approval by referendum of the electors of the city, to sell, lease, for any period in excess of forty (40) years, encumber or otherwise transfer, the municipally owned swimming pool or pools, any and all recreational facilities, or any portion thereof, and all buildings, improvements and appurtenances thereunto appertaining, whether presently built or hereafter built, upon such terms and conditions as shall be approved by an affirmative majority vote of the city commission; and the city commission shall have the power to issue a warranty deed in the event of a cash sale and if sold on terms, to make a conveyance and take back a mortgage with final payment date not exceeding thirty (30) years from the date of the sale.

(2) The city commission shall have the power, after approval by referendum of the electors of the city, to sell, lease, for any period in excess of forty

Sec. 12. Salary of members.

Each member of the city commission shall receive a salary in the amount as established by appropriate city ordinance.

(Laws of Fla., ch. 8949(1921), § 12; Laws of Fla., ch. 59-1278, § 3; Ord. No. 612, § 1, 9-30-81; Ord. No. 91-17, § 1, 9-17-91)

Sec. 13. Limitation on successive terms in office.

The city commissioners shall be limited to two (2) successive terms in office. No person shall be qualified for election or appointment to a vacancy upon the city commission of the City of Fernandina Beach, Florida, unless at least three (3) years have elapsed since such person last held such office, if at that time such person completed two (2) successive and full terms.

(Ord. No. 92-7, § 2, 3-3-92/4-14-92)

Sec. 14. Judge of election and qualifications of members.

The commission shall be the judge of the election and qualification of its own members, subject to review by the courts. Any member of the commission who shall be convicted of [a] crime while in office shall thereby forfeit his office.

(Laws of Fla., ch. 8949(1921), § 14; Ord. No. 91-17, § 1, 9-17-91)

Sec. 15. Vacancies, how filled.

Any vacancy in the commission shall be filled until the next regular municipal election by vote of the remaining members of the commission; provided, that if such vacancy is not filled within ten days after it shall have occurred, appointment to fill the existing vacancy shall be made by the governor, and provided, further, that vacancies resulting from a recall election shall be filled in the manner hereinafter prescribed.

(Laws of Fla., ch. 8949(1921), § 15; Ord. No. 91-17, § 1, 9-17-91)

State law reference—Filling of vacancy after a recall election, F.S. § 100.361.

Sec. 16. Mayor—When selected; procedure.

In case the members of the commission are unable to agree, within five days after the time

fixed herein for their organization meeting, upon the selection of the mayor, then such officer shall be chosen by lot, conducted by the city attorney, who shall certify the result of such lot upon the journal of the commission.

(Laws of Fla., ch. 8949(1921), § 16; Ord. No. 91-17, § 1, 9-17-91)

Sec. 17. Same—Functions and powers.

The mayor shall preside at all meetings of the commission and perform such other duties consistent with his office as may be imposed by it; and he shall have a voice and a vote in the proceedings of the commission, but no veto power. He may use the title of mayor in any case in which the execution of legal instruments of writing or other necessity arising from the general laws of the state so requires; but this shall not be considered as conferring upon him the administrative or judicial functions of a mayor under the general laws of the state. He shall be recognized as the official head of the city by the courts for the purpose of serving civil processes; by the government in the exercise of military law; and for all ceremonial purposes. He may take command of the police and govern the city by proclamation during times of grave public danger or emergency, and he shall himself be the judge of what constitutes such danger or emergency. The powers and duties of the mayor shall be such as are conferred upon him by the city commission in pursuance of the provisions of this Charter, and no others. In the absence of the mayor the other members of the city commission shall select one of their number to perform his duties.

(Laws of Fla., ch. 8949(1921), § 17; Ord. No. 91-17, § 1, 9-17-91)

Sec. 18. Meetings—Regular; time, place, frequency.

At 7:00 p.m. on the third Tuesday in May of each year, the city commission shall meet at the usual place for holding the meetings of the legislative body of the city, at which time the newly elected commissioners shall assume the duties of office. Thereafter the city commission shall meet

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Approval of Minutes

ITEM TYPE: Resolution (w/o fiscal impact)

REQUESTED ACTION: Approve Minutes

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

Community Redevelopment Agency Meeting	July 21, 2020
City Commission Special Meeting	July 28, 2020
City Commission Regular Meeting	August 4, 2020
City Commission Special Meeting	August 11, 2020

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Nicole Bednar, Administrative Services Manager	9/1/2020
Dale L. Martin, City Manager	9/3/2020

Submitted By: Caroline Best
Caroline Best, City Clerk

Date: August 27, 2020

COMMISSION ACTION: Approve

The City Commission of the City of Fernandina Beach, Florida, met in a Community Redevelopment Agency Meeting on Tuesday, July 21, 2020 at 5:00 pm in the City Commission Chambers. Present were Vice Mayor Len Kreger, presiding, Commissioners Philip Chapman and Chip Ross. Mayor Miller arrived at 5:12pm and Commissioner Lednovich was not in attendance. Also present were City Clerk Caroline Best, City Manager Dale L. Martin, and City Attorney Tammi Bach.

Due to the ongoing COVID-19 pandemic, occupancy in the Commission Chambers was limited. This meeting was broadcast live for members of the public to view on the City of Fernandina Beach website (www.fbfl.us) and Channel 264 (Comcast only).

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

4.1 COMMUNITY REDEVELOPMENT AGENCY (CRA) BUDGET: City Attorney Bach provided an overview of the CRA program: Chapter 163 Florida Statute provides for communities to establish a community redevelopment area and a community redevelopment *agency* to oversee that area. What is different about a CRA, by State law, and the County collects extra tax, the City collects 100% of the tax increment, it is not shared with the County. This is called Tax Increment Finance (TIF) money. This money is required to be reinvested into CRA infrastructure projects and capital improvement projects.

The City first adopted the CRA in 2004. In 2013, the City reset the base year, reset the forty-year clock, we now have a CRA that expires in 2043. However, a new State law enacted in 2019, requires the CRA to expire September 2039.

City Manager Martin clarified properties located within the CRA are not subject to additional taxes. Recent activity within the CRA has caused an increase in tax revenue. At the end of this fiscal year we project a cash balance of approximately \$48,000. Moving into next year, we anticipate an additional increase due to the townhomes being constructed, the projected balance is approximately \$130,000. Commissioners will determine how to spend those monies within the CRA area.

4.2 NEW FLORIDA LEGISLATION - CHAPTER 2019-163: City Attorney Bach explained House Bill 9 was adopted 2019. Notable changes include the following: Commissioners of a CRA are to undergo four hours of ethics training each year; requires same procurement procedures as the municipality who created it; expands annual CRA reporting requirements to include audit information and performance data and requiring the information to be published on the agency website; monies in the CRA trust fund may only be expended pursuant to the budget adopted by the Board and Commissioners for the CRA and only for those purposes specified in current law; requires a CRA to provide a proposed budget and any amendments to the Board of County Commissioners in which the CRA is located; and requires the county or municipality to include the CRA's audit report with its submission of the City's annual financial report to the Department of Financial Services.

ADJOURNMENT: There being no further business to come before the City Commission, the meeting was adjourned at 5:21pm.

ATTEST:

Caroline Best

John A. Miller

DRAFT

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Community Redevelopment Agency
Meeting
July 21, 2020
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City Clerk

Mayor-Commissioner

The City Commission of the City of Fernandina Beach, Florida, met in a Special Meeting on Tuesday, July 28, 2020 at 5:15 pm in the City Commission Chambers. Present were Mayor John A. Miller presiding, Vice-Mayor Len Kreger, Commissioner Philip A. Chapman, Commissioner Mike Lednovich and Commissioner Chip Ross. Also present were City Clerk Caroline Best, City Manager Dale Martin, and City Attorney Tammi Bach.

Mayor Miller called the meeting to order and led the pledge of allegiance.

4.1 TENTATIVE MILLAGE RATE FOR FY 2020/2021; RESOLUTION 2020-100 SETTING A TENTATIVE MILLAGE RATE FOR OPERATING EXPENSES FOR THE CITY FOR FISCAL YEAR 2020/2021; SETTING THE TENTATIVE MILLAGE RATE FOR VOTER APPROVED DEBT SERVICE. According to the agenda support documents Resolution 2020-100 establishes the Tentative Operating and Voter Approved Debt Millage Rates for FY 2020/2021.

Commissioner Lednovich stated he will not support any rate other than the rollback rate considering the current state of the economy and the health crisis. Vice Mayor Kreger concurred. City Manager Martin explained the various proposed millage rates and voting requirements.

The following individuals spoke to this item:

ROLLBACK RATE: Jack Knocke, 2809 Ocean View Court, distributed a handout and stated he is opposed to the proposed rate and suggested the Commission eliminate non-essential spending and vote for the rollback rate.

ROLLBACK RATE: Bryn Byron, 1438 S. Fletcher Ave, is in favor of the rollback millage rate and is opposed to raising taxes.

ROLLBACK RATE: Tom Smith, 1866 Highland Drive, is not in favor of raising taxes and gave suggestions regarding city spending and the budget.

ROLLBACK RATE: Patti Clifford, 1747 Azalea Street, is in favor of the rollback millage rate and questioned the necessity of various city staff positions.

ROLLBACK RATE: Sandy Kerry, 1255 Forrest Drive, echoed previous comments, and suggested the Commission prioritize necessities during these uncertain, unprecedented times.

ROLLBACK RATE: Barb Kent, 2009 Sunrise Drive, is in favor of the rollback millage rate and suggested selling the City marina and golf course and issuing monthly reports to residents regarding budget and taxes that indicate savings.

ROLLBACK RATE: Mike Doran, 2783 Ocean Oaks Drive North, is in support of the rollback rate and tightening spending.

ROLLBACK RATE: Mike Creed, 2739 Ocean Oaks Drive North, is in support of the rollback millage rate and urged fiscal restraint in budget management.

ROLLBACK RATE: Susan Del Canio, 927 N. Fletcher Avenue, is in favor of the rollback millage rate and crafting a budget based on austerity.

ROLLBACK RATE: Kevin F. Mooney, 997 Ocean Bluff Drive, is in favor of the rollback millage rate and believes small government is the best government.

ROLLBACK RATE: Michael Spino, 317 S. 5th Street, is in favor of the rollback millage rate and understands the need for essential services including police and fire personnel, parks and recreation, charitable contributions to those in needs and continue funding necessary projects.

City Manager Martin clarified the rollback rate is 5.2977 and the adjusted rollback rate is 5.468, the highest rate possible with three Commission votes. The proposed budget includes the millage rate of 5.8553 requires four Commission votes because it exceeds the adjusted rollback rate.

A motion was made by Vice Mayor Kreger, seconded by Commissioner Lednovich, to approve the 5.4530 rollback rate (combined rate of 5.2977 and .1553 mills voter approved debt). Further discussion ensued regarding rates and budgeting. Vote upon passage of the motion was taken by ayes and nays and was as follows:

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

2-3 motion failed.

A motion was made by Commissioner Ross, seconded by Commissioner Chapman, to approve the adjusted rollback rate. City Attorney Bach explained the requirements for the next two hearings stating for fiscal year 2020-2021 the tentative millage rate is 5.4683 (the adjusted rollback rate) and is greater than the 5.2977 millage rollback rate which exceeds the rollback rate by a 3.22% tax increase. The tentative debt service millage rate is .1553 and the combined millage rate on the floor is 5.6236. Three Commission votes are required to pass the 2020-2021 millage. Going forward the rate can be decreased and not increased because the proposed millage rate is sent to the Nassau County Property Appraiser to send out TRIM notices. **Vote upon passage of the motion was taken by ayes and nays and was as follows:**

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

DRAFT

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City Commission Special Meeting
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3-2 motion carried.

A motion was made by Commissioner Lednovich, seconded by Vice Mayor Kreger, to reconsider Resolution 2020-02, and that is be added to the September 1st City Commission Regular Meeting agenda. City Attorney Bach clarified the reason for the reconsideration and explained Resolution 2020-02 and suggested Marina Advisory Board member Coleman Langshaw join the evaluation committee. **Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

6. ADJOURNMENT: There being no further business to come before the City Commission, the Special Meeting was adjourned at 7:02pm.

ATTEST:

CAROLINE BEST
City Clerk

JOHN A. MILLER
Mayor-Commissioner

The City Commission of the City of Fernandina Beach, Florida, met in a Regular Meeting on Tuesday, August 4, 2020 at 6:00 pm. Present in City Chambers were Mayor John A. Miller presiding, Vice Mayor Len Kreger, Commissioners Philip Chapman, Mike Lednovich, Chip Ross, City Manager Dale L. Martin City Attorney Tammi Bach and City Clerk Caroline Best. Due to the ongoing COVID-19 pandemic, occupancy in the Commission Chambers was limited. The meeting was broadcasted live for members of the public to view on the City of Fernandina Beach website (www.fbfl.us) and Channel 264 (Comcast only).

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

4.1 PROCLAMATION - MR. JOVAN LEONARD RICH0, SR.: Mayor Miller read the Proclamation in full honoring the late Mr. Jovan Leonard Richo, Sr. whose life was taken due to gun violence. Richo family members were in attendance to accept the Proclamation.

4.2 PRESENTATION - NASSAU HUMANE SOCIETY: Representatives of the Nassau Humane Society presented "Ducky" the "City Commission Dog of the Month."

4.3 PRESENTATION - ADVANCED DISPOSAL: Advanced Disposal Municipal Marketing and Government Affairs Manager Greg Huntington provided an annual overview of their operations within the City also addressed recent performance concerns as it pertains to yard debris.

5.1 LAND CONSERVATION: This item is placed on the agenda at the request of Commissioner Lednovich who referred to a letter date July 31st from the St. Mary's Riverkeeper regarding the Escambia slew which stated water testing over the last two years indicates pollution with dangers. Commissioner Lednovich read an abbreviated email from resident David Sturges surmising the human waste origins are from failing septic systems adjacent to the area and suggested the City waive impact fees and require qualified plumbing contractors to connect the homes to the existing systems thereby ending contamination. Mayor Miller suggested a discussion on water quality is premature and suggested creating an agenda item. ***City Manager Martin will direct staff to draft an agenda item for the 8/18 City Commission Regular Meeting.*** Commissioner Ross noted the City does not have jurisdiction over this concern.

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

5.3 BEACHES: This item is placed on the agenda at the request of Vice Mayor Kreger who updated grant funding and deadlines including a \$200,000 request for a beach walkover and moving forward with the beach renourishment grant. Commissioner Ross discussed the Municipal Services Taxing Unit (MSTU) and recommended the City Commission direct the City Manager to draft correspondence to the Nassau County Manager requesting the sand tax cover the entire unincorporated island to release City residents of the entire tax burden. After debate, ***the consensus of the City Commission was to direct City Manager Martin to keep things the same until a more concrete plan is created and source of funds can be determined.***

5.4 MARINA: This item is placed on the agenda at the request of Commissioner Ross who recognized and thanked Marina Project Manager Bronson Lamb whose last day of work was July 24th.

City Attorney Bach reported marina management presentation proposals will take place Thursday, August 6th from 10am - Noon at the Fernandina Beach Municipal Golf Course. The current marina management company, Westrec, did not submit a proposal and will not be giving a presentation. The evaluation committee will have a public evaluation on Thursday, August 13th 10am – Noon at the Fernandina Beach Municipal Golf Course. The recommendation will be presented at the September 1st City Commission Regular Meeting.

5.5 OCEAN HIGHWAY AND PORT AUTHORITY (OHPA): This item is placed on the agenda at the request of Commissioner Ross. No discussion took place at this time.

5.6 COVID-19: Commissioner Lednovich provided local COVID-19 statistics noting the positivity rate is coming down. Vice Mayor Kreger reported Nassau County has business loans available up to \$5000, applications are available in City Hall. City athletic fields are still closed. City Manager Martin has received numerous emails urging the reopening of athletic fields and although Governor DeSantis Executive Order 20-131 condones organized youth activities including youth sports teams, leagues, and childcare. However, City staff believe social distancing will be violated. Direction is needed from the Commission.

Ms. Marion Phillips, 724 S. 6TH Street, employed by the Nassau County School Board, read a memorandum from Nassau County School Board Superintendent Dr. Kathy Burns stating high school football practice will begin August 24th and a decision will be forthcoming from the Florida High School Athletic Association (FHSAA) regarding the football season.

Commissioner Lednovich expressed reticence with soccer resuming until schools reopen.

5.7 GRANT AND PROJECT OPTIONS: FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP), FLORIDA RESILIENT COASTLINES PROGRAM, RESILIENCE IMPLEMENTATION GRANT (RIG): Grants Administrator Lorelei Jacobs gave a detailed presentation on the \$500,000 grant (with no match requirement) that assists coastal communities with implementing their adaptation resiliency plan. The implementation would take place between July 2021 and May 2022. There are six proposed projects under consideration which include the Amelia Riverfront resiliency project, Escambia Street flood protection, beach access/dune walkover projects, Sadler road beach access, Atlantic Avenue flood protection project, the Bosque Bello Cemetery stabilization project, St Mary's living shoreline project phase II.

Commissioner Ross advocated for the living shoreline project as it most closely aligns with previously established Commissioner goals and is already in the development stage with Passero Associates.

Vice Mayor Kreger advocated for the beach access/dune walkover projects as they are shovel ready and a good opportunity to address previously established needs.

Following additional discussion, it was ***the consensus of the City Commission to direct City staff to pursue gathering background information with Passero Associates to be presented at the September 1st City Commission Regular Meeting.***

5.8 HOUSING AUTHORITY BUILDING: This item was placed on the agenda at the request of Commissioner Ross who gave a presentation on proposed plans to add a multipurpose room for in a community building for various youth and adult educational programs. Commissioner Ross has reached out to local design and construction firms who have expressed interest in contributing to the project.

Discussion ensued regarding funding with Mayor Miller concluding the project would have full support of the Commission.

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

ESCAMBIA SLOUGH: David Sturges, 319 Benjamin Street, according to a recent report there is evidence of E. coli bacteria in the Escambia slough possibly originating from a neighboring residential property. A proactive approach is needed and get the ball rolling.

Commissioner Ross has received the report and Escambia Slough is on the next 8/18 City Commission Regular Meeting agenda.

BEACH ACCESS: Kim Landers, 636 Tarpon Avenue, is concerned about the beach accesses especially 7N and displayed a pictorial presentation of various accesses and questioned the need for fencing.

BEACH ACCESS: Heather Boland, 630 Tarpon Avenue, has concerns about the steep stairs at the 7N beach access and the fencing. As a mom of young children, it is difficult to use the access with beach carts. Concerned citizens are interested in working together to rectify the situation.

BEACH ACCESS: Lester Landers, 636 Tarpon Avenue, asked the Commission to come up with a plan to resolve the beach access issues and take into consideration the numerous fisherman including himself who fish at the North end of the beach.

BEACH ACCESS: William Bunch, 724 N. Fletcher Avenue, is a 4th generation resident who has used the beach access for 72 years and questioned why a fence has been put up around a three foot by twenty foot trail that everyone uses to go to the beach.

HOUSING AUTHORITY: Housing Authority Chairman Thomas Morris, 1204 Fir Street, expressed appreciation to the Commission for approving funding to create a community room that will assist in educating, training, and various programs for local residents.

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

7.1 APPROVAL OF MINUTES: According to the agenda support documents, the Minutes of the City Commission/Ocean Highway Port Authority Mediation of July 15, 2020; and City Commission Workshop of July 15, 2020 were presented for approval. Staff recommended approval as presented. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Lednovich, to approve the recommendation. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.2 RESOLUTION 2020-101 APPROVING THE USE OF THE CITY SEAL IN ACCORDANCE WITH ORDINANCE 2011-06 WITHIN AN AMELIA ISLAND CONVENTION & VISITORS BUREAU BROCHURE: According to the agenda support documents Resolution 2020-101 approves the use of the City seal by the Amelia Island Convention & Visitors Bureau within its upcoming brochure regarding Amelia Island beaches. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Lednovich, to approve Resolution 2020-101. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.3 RESOLUTION 2020-102 APPROVING THE EXTENSION OF WASTEWATER SERVICES OUTSIDE THE CORPORATE LIMITS; ACCEPTING THE VOLUNTARY ANNEXATION PETITION FOR ONE PARCEL CONTAINING APPROXIMATELY 0.28 ACRES OF LAND LOCATED AT 753 MAGNOLIA LANE: According to the agenda support documents Resolution 2020-102 authorizes the extension of wastewater services to the property located at 753 Magnolia Lane. Also approves the Voluntary Annexation Petition. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Lednovich, to approve Resolution 2020-102. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.4 RESOLUTION 2020-103 APPROVING AN AMENDMENT TO THE BUDGET FOR FISCAL YEAR 2019/2020; APPROVING THE PURCHASE OF REPLACEMENT DOOR OPERATOR FROM OTIS ELEVATOR COMPANY FOR THE ELEVATOR AT THE PECK CENTER IN FISCAL YEAR 2019/2020: According to the agenda support documents Resolution 2020-103 approves the transfer of \$23,513 in the FY 2019/2020 Peck Center Department budget for a replacement door operator for the elevator. Also approves the purchase of the replacement door operator in Fiscal Year 2019/2020. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Lednovich, to approve Resolution 2020-103. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

8.1 Quasi-judicial - RESOLUTION 2020-104 APPROVING FINAL PLAT/RE-PLAT TITLED, "COTTAGES AT AMELIA:" According to the agenda support documents Resolution 2020-104 accepts and approves the plat titled, "Cottages at Amelia," as the final plat. City Attorney Bach explained the quasi-judicial process and appeal process. City Clerk Best administered the oath at this time.

Commissioners disclosed ex-parte communication as follows: Vice Mayor Kreger disclosed he has spoken to the applicant; Commissioner Ross has spoken to Nick Gillette of Gillette and Associates. Commissioner Chapman, Commissioner Lednovich and Mayor Miller reported no ex-parte communications.

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

Gillette and Associates Applicant Nick Gillette, 20 S. 4th Street, relied on the application and staff comments and was available for any questions or comments.

Commissioner Ross commented on the lack of mixed use, commercial with residential, in the community. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Chapman, to approve Resolution 2020-104. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.** City Attorney Bach noted the new property will replace the former property that was in code violation.

8.2 RESOLUTION 2020-105 APPROVING DENTAL INSURANCE COVERAGE WITH UNITED HEALTH CARE: According to the agenda support documents Resolution 2020-105 authorizes the contract with United Health Care for dental insurance coverage for a period of one year, with one-year renewals at the desire of both parties. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Lednovich, to approve Resolution 2020-105. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

8.3 RESOLUTION 2020-106 APPROVING AN AMENDMENT TO THE BUDGET FOR FISCAL YEAR 2019/2020. According to the agenda support documents Resolution 2020-106 approves a transfer of \$8,185 from the Marina Building account to the Marina Seasonal Temporary account (\$7,120) and Marina FICA account (\$1,065). **A motion was made by Commissioner Ross, seconded by Vice Mayor Kreger, to approve Resolution 2020-106. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

8.4 RESOLUTION 2020-107 AUTHORIZING THE CITY ATTORNEY TO PROCEED WITH FILING A LAWSUIT AGAINST THE OCEAN, HIGHWAY AND PORT AUTHORITY (“OHPA”) IN CIRCUIT COURT FOR FAILURE TO PAY ANNUAL PAYMENT IN LIEU OF TAXES (PILOT) PAYMENTS DUE TO THE CITY: According to the agenda support documents Resolution 2020-107 authorizes the City Attorney to engage in certain litigation against OHPA.

City Attorney Bach noted although she will be the primary counsel outside legal assistance will help with discovery and pleadings. A draft letter requesting OHPA follow the law and divulge any expansion plans has been issued to OHPA Attorney Jeb Branham who will present it the board. Commissioner Ross read a letter from former Mayor/Commissioner Ron Sapp regarding the mutual and binding agreement of the annual \$50,000 payment from OHPA to the City of Fernandina Beach. **A motion was made by Commissioner Ross, seconded by Vice Mayor Kreger, to approve Resolution 2020-107.** Commissioner Lednovich stated there are two expert witnesses available who were involved in the original agreement. City Attorney Bach noted City Lobbyist Buddy Jacobs, Esquire has a conflict of interest and will not be available as an expert witness. **Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

8.5 RESOLUTION 2020-108 APPROVING MARINA UTILITIES, INC. AS THE SOLE SOURCE VENDOR TO PROVIDE THE NEW POWER SOURCE FOR DOCK N3 AND PROVIDE A FIRE LINE FOR DOCK N2, IN AN AMOUNT NOT TO EXCEED \$13,576: According to the agenda support documents Resolution 2020-108 approves Marina Utilities, Inc. as a sole source vendor and accepts the proposal submitted by Marina Utilities, Inc. in an amount not to exceed \$13,576 for furnishing and installing a new electrical power source and fire line. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Chapman, to approve Resolution 2020-108. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

8.6 RESOLUTION 2020-109 APPROVING CHAMPION TURF, LLC AS A SOLE SOURCE VENDOR IN FISCAL YEAR 2019/2020: According to the agenda support documents Resolution 2020-109 approves Champion Turf LLC as a sole source vendor in FY 2019/2020 for the purchase and installation of CHAMPION Dwarf Bermuda grass in an amount not to exceed \$25,000. **A motion was made by Commissioner Chapman, seconded by Commissioner Ross, to approve Resolution 2020-109. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

8.7 RESOLUTION 2020-110 APPROVING A CHANGE ORDER FROM DL HOLLAND CONTRACTORS FOR ADDITIONAL FILL DIRT. According to the agenda support documents Resolution 2020-110 approves a Change Order from DL Holland Contractors in the amount by \$26,040.60 for additional fill dirt needed for the Top Tracer Project at the Fernandina Beach Golf Course. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Chapman, to approve Resolution 2020-110.** City Manager Martin reiterated the entire budget for the Top Tracer project is \$495,000 and the plan is to stay well within that amount limit. **Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

9.1 Legislative – FIRST READING OF ORDINANCE 2020-27: City attorney Bach read Ordinance 2020-27 by title only, which was as follows: “AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AMENDING THE CODE OF ORDINANCES BY ADDING A SECTION TO BE NUMBERED 2-2 ENUMERATING PROCEDURES FOR DECLARATION OF LOCAL STATE OF EMERGENCY AND EMERGENCY POWERS; INCLUDING PENALTIES FOR VIOLATIONS, BY ADDING A SECTION TO BE NUMBERED 2-3 PROVIDING FOR TERMINATION OF A LOCAL STATE OF EMERGENCY; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.” According to the agenda support documents Ordinance 2020-27 amends the City Code by adding Section 2-2 enumerating procedures for emergency powers. City Attorney Bach explained the details including providing the City Manager and Mayor to jointly declare a State of Emergency and instituting penalty provisions that are still being drafted. Discussion ensued regarding possible inclusions and changes including deleting 2C and the word “permanent” in D4. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Ross, to approve Ordinance 2020-27. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

10.1 Legislative – SECOND READING OF ORDINANCE 2020-22: City attorney Bach read Ordinance 2020-22 by title only, which was as follows: “AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AMENDING ORDINANCE 2019-15 SUBMITTING TO THE CITY ELECTORS PROPOSED AMENDMENTS TO THE CHARTER WHICH AMEND SECTION 10A TO PROHIBIT SALE OR LEASE OF CITY-OWNED CONSERVATION LAND AND TO FURTHER RESTRICT SALE OR LEASE OF RECREATION FACILITIES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.” According to the agenda support documents Ordinance 2020-22 amends Ordinance 2019-15 amending Section 10A of the City Charter to add a provision that requires a referendum for sale or lease of City-owned conservation land.

The public hearing was opened and closed at this time and there being no comments from the floor, the public hearing was closed. **A motion was made by Commissioner Ross, seconded by Vice Mayor Kreger, to approve Ordinance 2020-22. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.** City Attorney Bach reminded the Commission it is prohibited by State law for the City Commission to collectively advocate for a charter amendment or other referendum question. However, individually Commissioners may advocate or endorse for ballot items.

11.1 AIRPORT ADVISORY COMMISSION - one appointment: According to the agenda support documents there was one appointment for the Airport Advisory Commission. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Lednovich to approve the appointment of Mr. Douglas Geib. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

ADVOCACY: City Manager Martin expounded on City Attorney Bach’s comments related to Commissioners publicly endorsing ballot language. City Manager Martin advocated for taking the “high road” rather than having to defend one’s self.

BUDGET WORKSHOPS: City Manager Martin reminded all of the upcoming City Commission budget workshop’s scheduled for Wednesday, August 5th at 6:00pm and Tuesday, August 11th at 6:00pm. Both budget meetings will be conducted in City Hall Chambers.

Coronavirus Aid, Relief, and Economic Security (CARES) Meeting: City Manager Martin and Comptroller Pauline Testagrose will attend the Nassau County Board of Commissioners CARES meeting regarding business grant funding Thursday, August 6th.

ACTIVITIES: Under the direction of the City Commission, City Manager Martin will advise youth soccer groups that no activities will be held on athletic fields due to the current health crisis. A reevaluation will be considered August 24th.

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

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

MAYOR/COMMISSIONER COMMENTS:

CONFERENCE: Commissioner Ross announced the Nassau County Christian Leadership Conference town hall meeting regarding local election candidates on August 8th 9a-1pm at the fairgrounds. More information can be found at ncccl.org.

ELECTION: Commissioner Ross reminded all that early voting is underway and encouraged all to vote.

THANK YOU: Commissioner Chapman thanked all who “mask up”.

BUDGET MEETING: Due to travel plans, Commissioner Lednovich stated he will attend the August 11th City Commission budget meeting via Zoom.

FOOD DISTRIBUTION: Vice Mayor Kreger announced a Barnabas sponsored free food distribution event will take place Saturday, August 8th, 8:00am – 10:00am at the Reverend Dr. Martin Luther King Jr. Recreation Center. Due to the current health crisis, participants will not have to exit their vehicles and volunteers will be wearing masks.

THANK YOU: Mayor Miller thanked and commended City Clerk Best for the great job of composing the difficult, necessary, and heartfelt Richo Proclamation and for her continuous support of the Mayoral office.

CONGRATULATIONS: Mayor Miller congratulated Vice Mayor Kreger for his coolness and extended a wellness check-in to the Commission.

15. ADJOURNMENT: There being no further business to come before the City Commission, the meeting was adjourned at 8:40 pm.

ATTEST:

Caroline Best
City Clerk

John A. Miller
Mayor-Commissioner

The City Commission of the City of Fernandina Beach, Florida, met in a Special Meeting on Tuesday, August 11, 2020 at 6:00 pm in the City Commission Chambers. Present were Mayor John A. Miller presiding, Vice-Mayor Len Kreger, Commissioner Philip A. Chapman, Commissioner Chip Ross, and Commissioner Mike Lednovich was in attendance via video conferencing. Also present were City Clerk Caroline Best, City Manager Dale Martin, and City Attorney Tammi Bach.

Mayor Miller called the meeting to order and led the pledge of allegiance.

4. PRESENTATION: City Manager Martin reminded the Commission of the recently adopted rollback rate that has a tentative millage rate of 5.4683; the 2020-2021 proposed total millage is 5.6236 mills which qualifies as a tax increase per Florida Statute however most homeowners will see a decrease in property taxes.

5.1 FISCAL YEAR 2020-2021 BUDGET: City Manager Martin stated the City Hall evaluation has been scaled back to a need's assessment. Vice Mayor Kreger suggested the Building Department pay rent and a portion of maintenance and repairs for City Hall. Mayor Miller commented on the proposed columbarium cost of \$1.8 million dollars noting that urns are currently buried in plots. City Manager Martin explained it would provide a valuable service and revenue source for the cemetery. Commissioner Lednovich explained the columbarium phases of completion culminating in approximately 1,200 new spaces available for sale however the Parks and Recreation Advisory Committee has taken no action due to lack of projected allocations from the City. Commissioner Lednovich suggested City staff provide short term and long-term solutions for beach access that wash out during storms. Further discussion ensued regarding impact fees and Comptroller Pauline Testagrose directed the Commission to pages 87-88 for the Parks and Recreation department impact fee balance.

6. PUBLIC COMMENT: No individuals spoke to this item.

7. ADJOURNMENT: There being no further business to come before the City Commission, the Special Meeting was adjourned at 6:37pm.

ATTEST:

CAROLINE BEST
City Clerk

JOHN A. MILLER
Mayor-Commissioner

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2020-129
Disposal of Surplus Property

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2020-129

SYNOPSIS: Attached is a list of titled vehicle(s) and equipment (Exhibit "A") that are recommended for surplus. The items for surplus are the vehicles & equipment that are being "replaced" in FY 2020/2021.

The City's Purchasing Policies and Procedures Manual (approved by Resolution 2018-78) require that the City Commission declare titled vehicles and equipment as surplus prior to proceeding with disposal. These items will be auctioned off by competitive bid.

FISCAL IMPACT: Revenues from the sales of the surplus items will be attributed to the associated fund (General or specific Enterprise).

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2020-129.

Jeremiah Glisson, Fleet & Facilities Maintenance Director	8/19/2020
Nicole Bednar, Administrative Services Manager	9/2/2020
Dale L. Martin, City Manager	9/3/2020
Pauline Testagrose, Comptroller	9/3/2020
Tammi E. Bach, City Attorney	9/3/2020
Katie Newton, Legal Assistant	9/3/2020

Date: July 14, 2020

Submitted By: Cathy Sabattini, Administrative Coordinator

COMMISSION ACTION: Adopt

RESOLUTION 2020-129

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, DECLARING CERTAIN TITLED CITY PROPERTY SURPLUS; AUTHORIZING THE CITY MANAGER TO DISPOSE OF SAID PROPERTY IN A MANNER CONSISTENT WITH THE CITY'S POLICIES AND PROCEDURES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City's Purchasing Policies and Procedures Manual and Purchasing code was revised and approved by Resolution #2018-78 and provides detail for the disposal of City-owned property; and

WHEREAS, City staff has identified certain titled property and equipment to be declared surplus and disposed of using the best means and practices available; and

WHEREAS, Exhibit "A" provides a listing and detail of the property and equipment that staff is requesting to be declared as surplus.

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

SECTION 1. The City Commission hereby finds that the titled property and equipment contained in Exhibit "A", attached hereto and made a part of this Resolution, is hereby declared surplus and may be disposed in a manner consistent with the City's Policies and Procedures.

SECTION 2. The City Manager and City Clerk are hereby authorized to execute all documentation pertaining to the disposal of said property, upon the review and approval of the City Attorney.

SECTION 3. This Resolution is effective immediately upon passage.

ADOPTED this 15th day of September, 2020.

CITY OF FERNANDINA BEACH

John A. Miller
Commissioner - Mayor

ATTEST:

APPROVED AS TO FORM AND LEGALITY:



Caroline Best
City Clerk

Tammi E. Bach
City Attorney

Resolution 2020-129 Exhibit "A"

2020/2021 Fleet Purchase/Surplus Plan						
Department	Account #	Recommended action	Est age/mileage/hrs	Budget \$	Repl.	Addit.
POLICE	0012100 56400	Replace #34 (2010 Dodge Journey)	11yrs/115k miles	\$40,000	X	
	0012100 56400	Replace #55 (2013 Ford F-150)	8yrs/155k mls	\$45,000	X	
	190 56400	Replace #83 (2011 Ford Expedition) with Tahoe or equiv	10yrs/95k mls	\$65,000	X	
	110 56400	Replace #58 (2013 Taurus) with Tahoe or equiv	8yrs/50k mls	\$65,000	X	
BEACH RANGERS	0012101 56400	Replace #17 (2015 Polaris Razor 900)	6yrs/1400hrs	\$20,000	X	
FIRE RESCUE		Replace #120 (2009 Ford Escape) with F-150 or equiv	11yrs/80k mls	\$40,000	X	
	3002200 56400	Replace #104 (Rescue 3, 2012 International) with Dodge 5500 rescue	9yrs/6000hrs	\$265,000	X	
OCEAN RESCUE		Replace #142 (2005 Ford F-150) with #1301 from Water	16yrs/155k mls	\$0	X	
		Purchase additional ski for rescue operations		\$12,000		X
RECREATION	0017200 56400	Replace #249 (2008 Ford 15 pass van) with equivalent	13yrs/75k mls	\$30,000	X	
		Replace #290 (2008 Ford Escape) with equivalent	13yrs/65k mls	\$25,000	X	
	0017200 56400	Replace #245 (2001 International school bus) with used equivalent		\$30,000	X	
PARKS		Replace #554 (2015 Grasshopper mower) with equivalent	6yrs/1400hrs	\$12,000	X	
		Replace #586 (2004 equipment trailer) with equivalent	17yrs	\$5,000	X	
	0017210 56400	Replace #560 (2007 Kubota L2800) with equivalent	14yrs/1250hrs	\$35,000	X	
		Purchase Dakota 410 pull-behind spreader	N/A	\$16,000		X
		Purchase additional zero-turn mower	N/A	\$12,000		X
		Purchase articulating man lift	N/A	\$35,000		X
STORMWATER	470 56400	Replace #1598 (2007 Vac-con vacuum truck) with equivalent	14yrs/1910hrs	\$425,000	X	
FACILITIES		Replace #909 (2005 Equipment trailer) with equivalent	16yrs	\$5,000	X	
STREETS	3004100 56400	Replace #490 (2005 Altec bucket truck) with used equivalent	16yrs/4100hrs	\$75,000	X	
		Replace #410 (2010 Caterpillar 287D skid steer) with equivalent	11yrs/3200hrs	\$80,000	X	
	0014100 56400	Replace #426 (2010 Ford F-150) with F-250 or equivalent	11yrs/50k mls	\$30,000	X	
GOLF	410 56400	Grounds maintenance equipment - TBD	N/A	\$75,000	X	
PLANNING		Purchase Ford Ranger or equivalent for arborist position	N/A	\$25,000		X
WASTEWATER	450 56400	Replace #341 (2006 equipment trailer) with equivalent	15yrs	\$6,000	X	
		Replace #342 (2007 equipment trailer) with equivalent	14yrs	\$6,000	X	
	450 56400	Replace lift station generators - TBD	Varies	\$100,000	X	
WATER	460 56400	Replace #1300 (2011 Ford Escape) with F-150 or equivalent	10yrs/55k mls	\$32,000	X	
	460 56400	Replace #1325 (2013 Ford F-150) with equivalent	8yrs/125k mls	\$35,000	X	
	460 56400	Replace #1301 (2015 Ford F-150) with equivalent	6yrs/110k mls	\$32,000	X	
		Purchase skid-steer w/trailer	N/A	\$70,000		X
AIRPORT	420 56400	Replace #1705 (2005 Runway closure lights)	16yrs	\$30,000	X	
		Enterprise Fund Total		\$735,000		
		General Fund Total		\$700,000		
		Grand Total		\$1,435,000		

** Initial plan total **

\$1,778,000

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2020-130
Authorization to Engage Outside Legal Counsel

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2020-130.

SYNOPSIS: The City Attorney desires to consult with outside counsel from time to time regarding important legal matters including general advice, conflicts and for Code Enforcement Board when the City Attorney represents staff. The firms of Bryant Miller Olive, PLLC, Jacobs Scholz & Associates, Eavenson, Fraser, Lunsford & Ivan, Davis & Steger, Poole & Poole and Faltemier Rogers, PLLC are available to provide legal services to the City from time to time. The City has budgeted up to \$50,000 for these legal services, if needed.

FISCAL IMPACT: Fiscal impact not to exceed \$50,000 in accordance with the City Attorney's budget line item. Funds are budgeted in FY 2020/2021 and available in Legal Legal/Contractual account, 0011400 54934.

CITY ATTORNEY COMMENTS: See synopsis.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2020-130.

Tammi E. Bach, City Attorney 8/14/2020

Dale L. Martin, City Manager 9/3/2020

Pauline Testagrose, Comptroller 9/3/2020

Date: August 11, 2020

Submitted By: Katie Newton, Legal Assistant

COMMISSION ACTION: Adopt

RESOLUTION 2020-130

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AUTHORIZING THE CITY ATTORNEY TO ENGAGE QUALIFIED OUTSIDE LEGAL COUNSEL AND SPECIAL MAGISTRATE SERVICES IN AN AMOUNT NOT TO EXCEED \$50,000 IN FISCAL YEAR 2020/2021 FOR CONFLICTS, CODE BOARD AND GENERAL ADVICE ON COMPLEX LEGAL MATTERS; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, from time to time the City Attorney desires to consult with other attorneys on important and sometimes controversial matters including general advice, conflicts and labor issues; and

WHEREAS, from time to time, the City requires legal counsel to act as special magistrate for appeals of non-criminal penalties pursuant to civil citations and to hear complaints filed under the City's Human Relations Ordinance; and

WHEREAS, the law firms Bryant Miller Olive, Poole & Poole, P.A., Jacobs, Scholz & Wyler, Eavenson, Fraser, Lunsford & Ivan, Davis & Steger, PLLC and Faltemier Rogers, PLLC, are available to provide services to the City from time to time on various matters; and

WHEREAS, the City Attorney has asked Bryant Miller Olive, Poole & Poole, P.A., Jacobs, Scholz & Wyler, Eavenson, Fraser, Lunsford & Ivan, Davis & Steger, PLLC and Faltemier Rogers, PLLC, to submit engagement agreement letters outlining their hourly rates for legal consultation services; and

WHEREAS, Bryant Miller Olive, Poole & Poole, P.A., Jacobs, Scholz & Wyler, Eavenson, Fraser, Lunsford & Ivan, Davis & Steger, PLLC and Faltemier Rogers, PLLC, agree to consult with the City Attorney on important and sometimes controversial matters, as outlined in the Engagement Agreements; and

WHEREAS, funding is budgeted and available in the Legal Legal/Contractual account, 0011400 54934, in an amount not to exceed \$50,000 for outside legal services in FY 2020/2021.

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

SECTION 1. The City Commission hereby authorizes the City Attorney to engage qualified outside legal counsel in an amount not to exceed \$50,000 for outside legal services, as needed, for FY 2020/2021.

SECTION 2. The City Commission hereby approves the City Attorney engaging the qualified legal counsel of Bryant Miller Olive, Poole & Poole, P.A., Jacobs, Scholz & Wyler and Eavenson, Fraser, Lunsford & Ivan for advice on complex legal matters as they may arise.

SECTION 3. The City Commission hereby approves the City Attorney to engaging the qualified legal counsel of Faltemier Rogers, PLLC, Davis & Steger, PLLC and Poole & Poole, P.A. on those matters where the City Attorney has a conflict and/or for the Code Enforcement Appeals Board and for special magistrate services.

SECTION 4. The City Attorney is hereby authorized to execute the Engagement Agreements, attached hereto as Exhibit "A".

SECTION 5. This Resolution takes effect immediately upon passage.

ADOPTED this 15th day of September, 2020.

CITY OF FERNANDINA BEACH

John A. Miller
Commissioner – Mayor

ATTEST:

APPROVED AS TO FORM AND LEGALITY:



Caroline Best
City Clerk

Tammi E. Bach
City Attorney

August 25, 2020

VIA PDF EMAIL ONLY

City of Fernandina Beach
Attn: City Attorney, Tammi Bach, B.C.S.
204 Ash Street
Fernandina Beach, FL 32034

Re: Special Counsel Services Engagement

Dear Tammi:

The purpose of this letter is to describe the services we will perform as Special Counsel to the City of Fernandina Beach on complex legal matters as they may be assigned by the City, accepted by the Firm, and confirmed in writing by the Firm, from time to time. We are pleased to continue representing the City.

While we do not wish to be overly formal with you, at the outset of each engagement, it is our custom and practice to confirm in writing the terms of the professional relationship we are establishing, including the identity of our client, the nature and scope of our professional undertaking and the essential business terms of our relationship. This letter, and the attached Exhibit A, set forth such terms.

This engagement will be primarily handled by myself with support from Chris Roe, B.C.S. and Ellie Neiberger, at our current hourly rate of \$250 for this type of work. If assistance is required from a paralegal, the hourly rates currently charged for their professional services is \$75-125 per hour depending on skill sets. If the assistance of law clerks is required and/or deemed appropriate, the established hourly rate for their professional services is \$75 per hour. Our fees do not include "out of pocket" costs, such as filing fees, court reporting, publication costs, travel, overnight courier costs, postage, copying, long distance phone charges, etc. Such costs will be in addition to our fees.

Before they are sent to you, I will personally review all statements for our professional services in order to ensure that the charges for our professional services and related costs and expenses are appropriate for the nature of the services rendered and the time reasonably required to efficiently and effectively serve you in this engagement.

City of Fernandina Beach
Attn: City Attorney, Tammi Bach, B.C.S.
August 25, 2020
Page 2 of 5

If the terms of this engagement, together with the General Terms and Conditions attached as Exhibit A, are agreeable, please sign the enclosed copy of this letter and return it to me.

Should you have questions concerning this engagement letter, including the attachment, please do not hesitate to contact me.

Best regards,

BRYANT MILLER OLIVE P.A.



By: Nikki C. Day, B.C.S.

City of Fernandina Beach
Attn: City Attorney, Tammi Bach, B.C.S.
August 25, 2020
Page 3 of 5

ACCEPTANCE

The foregoing terms of this engagement, including the General Terms and Conditions of Engagement on the attached Exhibit A, are in accord with my understanding of the same and are hereby approved and accepted.

CITY OF FERNANDINA BEACH

By: _____
Tammi Bach, B.C.S.
City Attorney

Date: _____, 2020

EXHIBIT A
GENERAL TERMS AND CONDITIONS OF ENGAGEMENT

1. Confidentiality and Related Matters. Several points regarding the ethics of our profession that will govern our representation deserve emphasis. As a matter of professional responsibility, we are required to preserve the confidences and secrets of our clients. This professional obligation and the legal privilege for attorney-client communications exist to encourage candid and complete communication between a client and his lawyer. We can perform truly beneficial services for a client only if we are aware of all information that might be relevant to our representation. Consequently, we trust that our attorney-client relationship with you will be based on mutual confidence and unrestrained communication that will facilitate our proper representation of you. Additionally, you should be aware that, in instances in which we represent a corporation or other entity our client relationship is with the entity and not with its individual executives, shareholders, directors, partners, or persons in similar positions, or with its parent, subsidiaries, or other affiliates. In those cases, our professional responsibilities are owed only to that entity, alone, and no conflict of interest will be asserted by you because we represent persons with respect to interests that are adverse to individual persons or business organizations who have a relationship with you. Of course, we can also represent individual executives, shareholders, partners, and other persons related to the entity in matters that do not conflict with the interests of the entity, but any such representation will be the subject of a separate engagement. We generally do not represent multiple parties to a transaction or other legal matter, but to the extent this engagement involves representation of more than one similarly situated person or entity in a particular matter, our representation of the group will not include the representation of any of the members of the group in relation to any other members of the group.

2. Out-of-Pocket Expenses. In addition to legal fees, our statements will include out-of-pocket expenses that we have advanced on your behalf and our internal charges for certain support activities. We may request an advance cost deposit (in addition to the advance fee deposit) when we expect that we will be required to incur substantial costs on behalf of the client.

During the course of our representation, it may be appropriate to hire third parties to provide services on your behalf. These services may include such things as consulting or testifying experts, investigators, providers of computerized litigation support, court reporters, or other consultants. Because of the legal "work product" protection afforded to services that an attorney requests from third parties, in certain situations our firm, upon the written approval of your general counsel, including the rates, fees, and charges by your general counsel, may assume responsibility for retaining the appropriate service providers. Even if we do so, however, you will be responsible for paying all fees and expenses directly to the service

providers or reimbursing us for these expenses. The firm attempts to achieve efficiencies and savings for its clients when dealing with independent contractors. The firm may be able to obtain a reduced charge from a contractor or achieve other benefits to the client if the firm provides certain functions. For these administrative and coordination services, the firm may charge an administrative fee, which will be separately disclosed to you.

3. Billing. We bill periodically throughout the engagement for a particular matter, and our periodic statements are due when rendered. If our fees are based primarily on the amount of our time devoted to the matter, our statements will be rendered monthly. In instances in which we represent more than one person with respect to a matter, each person that we represent is jointly and severally liable for our fees and expenses with respect to the representation. Our statements contain a summary of each matter for which legal services are rendered and a fee is charged.

If our statements are not paid in a timely manner, we reserve the right to discontinue services. Additionally, if our statement has not been paid within 30 days from the date of the statement, we reserve the right to impose an interest charge of 1.25 percent per month (a 15 percent annual percentage rate) from the 30th day after the date of the statement until it is paid in full. Interest charges apply to specific monthly statements on an individual basis. Any payments made on past due statements are applied first to the oldest outstanding statement. We shall be entitled to attorneys' fees and expenses if collection activities are necessary.

4. Questions About Our Bills. We invite you to discuss freely with us any questions that you have concerning a fee charged for any matter. We will attempt to provide as much billing information as you require and in such customary form that you desire.

5. Termination. Upon termination of our relationship, the attorney-client relationship will end unless you and we have expressly agreed to a continuation with respect to certain matters. The representation is terminable at will by either of us. The termination of the representation will not terminate your obligation to pay fees and expenses incurred prior to the termination.

August 14, 2020

Via Electronic Mail

Tammi E. Bach, City Attorney
City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034
tbach@fbfl.org

Re: Representation of City of Fernandina Beach by Eavenson, Fraser & Lunsford, PLLC

Dear Ms. Bach:

Thank you for selecting Eavenson, Fraser & Lunsford, PLLC (“EFL” or the “Firm”) to serve as attorneys for the City of Fernandina Beach (hereinafter referred to as the “City”). We appreciate the confidence that you have shown in our Firm, and we look forward to the opportunity to represent the City in this new matter.

We believe that a successful, professional relationship begins with a mutual understanding of expectations about the services we will provide, legal fees, and other important aspects of our representation. This letter and the accompanying Terms of Engagement (the “Terms”), which are incorporated herein by reference, set forth our engagement arrangement.

EFL is being retained to represent the City in this new engagement. Our representation of the City relates to providing the City legal advice on litigation matters concerning the City on an as needed basis (the “New Engagement”). We have not been asked to represent the City in other new legal matters at this time. If there are other matters that you would like our assistance with either now or in the future, please let us know.

We will represent the City alone in connection with the New Engagement and we will not be representing any of its related or affiliated or associated persons or entities (collectively, “Affiliates”), or its officers, directors, shareholders, investors, agents, partners, members, or employees (collectively, “Agents”), in connection with the New Engagement.

I will serve as the main attorney responsible for the handling of this New Engagement. My direct dial is (904) 567-1171 and e-mail address is matt@efli.law. Other attorneys, as well as

paralegals and other professionals, may also assist in the representation from time to time as appropriate.

The City has agreed to pay the legal fees, costs, and expenses regarding this New Engagement. Unless otherwise specified, the Firm's fee structure is based upon hourly rates for all attorneys, policy advisors, paralegals, law clerks, research assistants, and practice assistants. We record time expended on hourly fee matters in increments of one-tenth of an hour and calculate fees on that basis, unless otherwise specified. My hourly rate in this engagement will be \$300 per hour, subject to future changes to be mutually agreed. Our invoices are due within thirty (30) days from presentation of the invoice.

We appreciate the opportunity to be retained by the City, and, assuming this letter is acceptable to the City, we look forward to providing our services to the City on a mutually satisfactory basis. If you have any questions, please let us know. Once again, we are pleased to have this opportunity to represent the City in this matter and look forward to working with you.

Sincerely,

/s/ Matthew P. McLauchlin

Matthew P. McLauchlin

MPM
enclosure

ACCEPTED AND AGREED:

CITY OF FERNANDINA BEACH

By: _____

Name: _____

Its: _____

**EAVENSON, FRASER, & LUNSFORD
TERMS OF ENGAGEMENT**

Except as modified by mutual agreement in writing, (“we”) and the client (“you”) agree to the following provisions with respect to the relationship between them:

Respective Responsibilities of Attorney and Client

We will keep you reasonably informed of significant developments arising regarding the matter or matters within the scope of our engagement (the “Subject Matter”) and will consult with you as to our progress and issues that arise. You will be candid and cooperative with us and will keep us informed with complete and accurate factual information, documents and other relevant communications. You will also assist us by making decisions appropriate to enable completion of the work and performance of the services. We provide only legal services. Among other things, we are not providing investment, insurance, accounting or technical advice.

Timely Billing and Payments; Billing Rates

Fees, charges and expenses will generally be billed monthly and are payable upon presentation. You agree that you will promptly review our invoices, raise any questions regarding the amounts and items billed within 30 days of presentation and pay all amounts billed consistent with these Terms of Engagement. We reserve the right to postpone or defer providing additional services or to discontinue our representation, if billed amounts are not paid when due. We also reserve a right to charge a late fee at the rate of 10% per annum on all sums not paid within 30 days of presentation of our invoice, and you agree to pay such late fees if applicable. The rates of the specific attorneys or staff involved from time to time in your matters, and the basis of all of our other charges, are available to you at any time on request. These rates are subject to increase, normally once per year, without notice, unless otherwise requested by you. We also change our rates, as well as our other charges, from time to time, to reflect competitive conditions, inflation, a change in an attorney's status and other factors. Individual rate changes will be evident from the detailed information you receive with each bill.

Charges for Other Items

Your invoice will include other charges and costs that you agree by these Terms to pay, including the following: (i) Charges. We have a Schedule of Standard Charges, which is available upon request, for services such as document reproduction, long distance telephone calls, facsimile, couriers, computer legal research, certain word processing and secretarial overtime. These charges are generally billed at our estimated costs, including in some cases an allocation of associated overhead; (ii) Charges for Travel, Lodging, Meals and Meetings. Our attorneys are instructed to seek transportation, lodging, meal and other travel accommodations at reasonable rates. You agree

to pay all reasonable travel charges for these items, which may include associated overhead. When a meeting is for your benefit, you agree to pay actual meal (and related service) costs and other direct and specific meeting-related costs, if billed to you; (iii) Costs and Expenses. You also agree to pay any and all other costs that we incur for your benefit (such as for expert witnesses, consulting services, external duplicating or scanning, filing fees, special delivery charges, special appearance fees and other fees imposed on attorneys in connection with the specific engagement, etc.) at our actual cost. At our option, we may send vendor invoices to you for direct payment, and you agree to pay them in a timely manner. Notwithstanding the foregoing, we assume no obligation to advance any costs or expenses on your behalf or to pay vendors, experts, consultants or other third parties we engage on your behalf. As with all of our fees, charges, and costs to be charged to you, additional information is available on request.

**Disclosure of Conflicts and Other Information; Waiver of
Prospective Conflicts on Unrelated Matters**

To allow us to conduct a conflicts check, you represent that you have identified to us all persons and entities that are or may become involved in the Subject Matter, including all persons and entities that in any material respect are related, affiliated or associated with you, and other involved or potentially involved parties. You also agree that you will promptly notify us if you become aware of any other persons or entities that are or may become involved in the Subject Matter. In addition, it is possible that during or after the time we represent you, we may be asked to represent someone whose interests may be adverse to your interests or to those of your affiliate(s). We are accepting this engagement based on the understanding that our representation of you will not preclude us from accepting any other engagement from any existing or new client provided that such engagement is not substantially related to the Subject Matter of the services we are providing to you and in accepting such other engagement we would not impair the confidentiality of proprietary, sensitive, or otherwise confidential information that you have provided to us. Because our representation of you is limited to the Subject Matter, we wish to clarify our mutual understanding with you as to the extent to which our present representation both will affect, and will not affect, our ability to represent other existing or future clients in other legal matters, whether or not you or your Affiliates or Agents are adverse or otherwise involved in those matters.

As a condition of our undertaking this matter, you agree that: (1) we can continue to represent, or can in the future represent, existing or new clients in any matter, including litigation or other adversarial proceedings, so long as the matter is not substantially related to our work for you on the Subject Matter, even if those other clients' interests are adverse to you or your clients or affiliates in the other matter; (2) we might obtain confidential information of interest to you in these other matters that we cannot share with you; and (3) you waive any conflict of interest that might arise from any of such engagements, and will not seek to disqualify us in or assert a conflict with respect to any of those engagements.

Of course, without the further prior written consent of you, we will not represent another client in a matter adverse to you if we have obtained confidential information of a nonpublic nature from you, as a result of our representation of you, that, if known to the other client, could be used in the other matter by the other client to the material disadvantage of you unless we have imposed in advance of that subsequent engagement a “screen” that assures the preservation of your confidences. Although this engagement letter is considered confidential, you agree that we may share the terms of any conflict waivers (after redacting any otherwise confidential information), including your identity with our other affected client(s).

Agreement to Use Name

In connection with advertising and marketing efforts, the Firm may provide a list of representative clients and matters. Rules regarding disclosure of the identity of clients and/or the amount of work that the Firm has performed for a client vary by jurisdiction. In order to avoid any uncertainty, we prefer to address an agreement regarding disclosure of the identity of clients, the nature of the work performed, and the amount of work performed at the commencement of our engagement. Your consent to the engagement of EFL will constitute your informed consent to the use of your name, the nature of work performed, and the amount of work performed by EFL in connection with advertising and other marketing efforts by EFL. If you have any questions regarding this or would like to discuss it, please let us know.

Confidentiality and Privacy; Electronic Communication

In the course of providing our clients with legal advice, we sometimes receive confidential information from our clients. We store our electronic client file documents electronically offsite with a third-party entity and certain physical documents are also stored offsite. In addition, while we work predominantly on secure network connections, there may be times that a public wireless connection may be used. Also, we will likely engage in electronic communications with you. In order to guard this information, we maintain various physical, electronic, and procedural safeguards. If you have any questions or concerns regarding the foregoing, please let us know. Otherwise, your consent to the engagement of EFL will be deemed consent to the provisions regarding Confidentiality, Privacy and Electronic Communication set forth above, including without limitation, the acknowledgement and consent to the storage of client information and documents offsite, and our use of electronic communication.

Fees Not Contingent; Estimates Not Binding; No Guarantee

Unless otherwise specifically agreed in writing, our fees are not contingent upon the outcome or completion of a matter. Unless otherwise expressly agreed in writing, our estimates and budgets are not intended to be binding, are subject to unforeseen circumstances, and do not limit or “cap” our fees and other charges or costs. During our representation, we may express our opinions, views

or beliefs concerning various matters. Any such statements are intended to be an expression of opinions, views and beliefs only, and should not be construed by you as a guarantee of any type.

Termination of Representation

You can terminate our services at any time. If you do, you agree to give us prompt written notice of the termination. If we are attorneys of record in any proceeding, you agree to promptly execute and return to us any Substitution of Attorney document we provide to you. We can also withdraw from this representation at any time, except to the extent limited by applicable law or rules of professional conduct. The most common reasons for withdrawal include: (1) you fail to honor the terms of our engagement letter, including these Terms of Engagement or fail to pay our invoices in a timely manner; (2) you make it unreasonably difficult to represent you effectively or you insist on conduct contrary to our advice on a matter; or (3) facts or circumstances arise that, in our view, render our continuing representation unlawful or unethical. If we elect to withdraw, you will take all steps necessary to free us of any obligation to perform further services, including the execution of any documents necessary to complete our withdrawal. Notwithstanding any termination or withdrawal, you will remain obligated to pay us for all services provided and to reimburse us for all costs and expenses paid or incurred on your behalf before such termination or withdrawal or which are reasonably necessary thereafter. Our representation of you will be considered terminated at the earlier of (1) your termination of our representation, (2) our withdrawal from our representation of you, (3) the substantial completion of our work for you, as evidenced by a final bill, or (4) by a substantial period of inactivity with respect to you not caused by our negligence.

Registered Professional Limited Liability Company/Limitation on Liability

The firm of Eavenson, Fraser, & Lunsford, PLLC is a Florida Professional Limited Liability Company. As a result, our individual partners, as distinguished from the partnership, are generally not liable to you, directly or indirectly, for debts, obligations, or liabilities that are incurred, created, or assumed by the Firm.

Document Retention and Destruction

In the course of our representation of you, we are likely to come into possession of documents or other materials belonging to you or otherwise constituting client records, such as correspondence, pleadings, transcripts, exhibits, physical evidence, and other items reasonably necessary to your representation (collectively, "Client Materials"). Once the particular matter to which those Client Materials relate has been concluded, we will either (1) return the Client Materials to you at your last known address, (2) retain them in our storage, or (3) dispose of them. In the event the Client Materials are returned to you, you agree we have the right, but not the obligation, to keep a copy of the Client Materials. If you do not request the return of the Client Materials upon conclusion of the matter, in the absence of any other specific arrangements with you or legal requirements to the

contrary, you agree that we may dispose of those Client Materials consistent with our records retention policy that we may have in effect from time to time without notice to you. Our own files pertaining to the matter will not be delivered to you. You agree that our Firm's files include, for example, Firm administrative records, time and expense reports, personnel and staffing materials, and credit and accounting records, as well as internal lawyers' work product (such as drafts, notes, internal memoranda, and legal and factual research, including investigative reports and mental impressions, prepared by us for our internal use), and our lawyers' internal communications with one another. You agree that our files remain our property and for various reasons, including the minimization of unnecessary storage expenses, or for no reason, we may destroy or otherwise dispose of our files in a reasonable time after the conclusion of the matter without notice to you.

No Waiver of the Firm's Privilege

From time to time issues may arise for the Firm that raise questions under attorneys' professional conduct rules, including possible disputes with a client and conflicts of interest issues. When such issues arise, we generally seek the advice of certain of our partners who assist with these matters, including, without limitation, our General Counsel. We consider such internal consultations to be protected from disclosure under the attorney-client privilege. Accordingly, you agree that if the Firm determines, in its own discretion, to consult with counsel (either internal counsel or, if it chooses, outside counsel) the Firm's on-going representation of you shall not result in a waiver of any attorney-client privilege that the Firm may have to protect the confidentiality of the Firm's communications with such internal or external counsel.

Application to Subsequent Matters; Miscellaneous

The agreement reflected herein applies to our present representation of you and to any subsequent matters we specifically agree to undertake on your behalf in the future, unless we agree in writing to a different arrangement. You also agree to pay us on the same basis as set forth above for fees and expenses incurred in responding to subpoenas, in testifying (and preparing testimony) by deposition or otherwise, and otherwise responding with respect to claims or demands relating to the Subject Matter, whether or not related to our services and whether or not we are then representing you. The terms of this letter, including the Terms, are severable.



Valerie C. Faltemier

Chanda L. Rogers

Attorneys at Law

10 South 7th Street, Suite One, Fernandina Beach, FL 32034

T: 904.321.0202 F: 904.321.2898 www.FaltemierRogers.com

Faltemier
Rogers
PLLC

August 18, 2020

Tammi Bach
PO Box 16723
Fernandina, FL 32035

Sent via e-mail only to: knewton@fbfl.org

RE: Engagement Letter

Dear Tammi:

The purpose of this letter is to confirm that Valerie C. Faltemier of Faltemier Rogers, PLLC, will represent the City of Fernandina Beach at the rate of \$225.00 per hour. I will provide the following services: represent the Code Enforcement Board, or the City at Board meetings, and other appropriate work, as needed.

There will be no fee for services performed by our non-lawyer staff, as it is my understanding that your office will provide all administrative assistance for work that is done for the City. Expenses will be billed to the City, if any are incurred by the office of Faltemier Rogers, PLLC. In the past, expenses have been very minimal, if any.

Our expectation is that the City will give us as much notice and assistance as is practicable prior to each assignment and/or City Board meeting for which I am responsible. There are some dates and times when I may not be available, and I will give as much notice to the City as possible of those dates and times.

Services for which the City Attorney customarily engages outside counsel will not be included in the scope of this representation.

I look forward to working with you, if you have any questions about this information; please call me to discuss this matter further. Thank you for choosing me to represent the City of Fernandina Beach in these matters.

Very truly yours,

Valerie C. Faltemier

Valerie C. Faltemier

JACOBS SCHOLZ & WYLER, LLC.

A LIMITED LIABILITY COMPANY OF PROFESSIONAL ASSOCIATIONS

THE LAW OFFICES OF
JACOBS & ASSOCIATES, P.A.
ARTHUR I. JACOBS

ATTORNEYS AT LAW
GATEWAY TO AMELIA
961687 GATEWAY BLVD., SUITE 201-I
FERNANDINA BEACH, FLORIDA 32034

TELEPHONE (904) 261-3693
FAX NO. (904) 261-7879

RICHARD J. SCHOLZ, P.A.
RICHARD J. SCHOLZ

DOUGLAS A. WYLER, P.A.
DOUGLAS A. WYLER

August 13, 2020

Ms. Tammi E. Bach
City Attorney
City of Fernandina Beach, Florida
204 Ash Street
Fernandina Beach, FL 32034

Re: Jacobs Scholz & Wyler, LLC

Dear Ms. Bach,

The purpose of this letter is to confirm that Jacobs Scholz & Wyler, LLC will represent the City of Fernandina Beach on legal matters per your direction. We will bill you at our current hourly rates for legal services rendered on a monthly basis. At this time, current hourly rates are: \$375.00/hr for senior partner, \$350.00/hr for other partners, \$225.00/hr for associate attorneys, and \$100.00/hr for paralegal time. Any costs incurred relating to our professional services, which includes, but is not limited to public records searches, travel, filing or recording fees, copying, and postage, will be billed separately.

You may initiate our services at will, or discharge us at any time, in which event, however, we will be entitled to compensation for services rendered and expenses incurred through the date of discharge. Should you have any questions about the financial arrangements explained in this letter or in the manner we handle your file, please feel free to inquire.

By signing below, you agree to the terms as set forth above. Please return a signed and dated copy of this letter to our office. If you have any questions or concerns, please contact our office. On behalf of the firm, we appreciate the opportunity to represent the City of Fernandina Beach on legal matters at your direction.

Sincerely,


Arthur I. Jacobs, Esq.

AJJ:mcj

City of Fernandina Beach

Date

POOLE & POOLE, P.A.
Attorneys at Law
SUITE 200, ALLAN BUILDING
303 CENTRE STREET
FERNANDINA BEACH, FLORIDA 32034

H. PRICE POOLE, JR. (Retired 2019)
HARRISON W. POOLE

TELEPHONE: 904.261.0742
FACSIMILE: 904.261.0745

August 12, 2020

City of Fernandina Beach
Attn: Tammi Bach, Esquire
204 Ash Street
Fernandina Beach, FL 32034

Re: Engagement Agreement for Coverage of City Meetings/Appointment for Special Projects

Dear Tammi:

Thank you for requesting our assistance in representing the City during Board meetings for when your office has a scheduling conflict or for appointment for any special projects (ie appointment as Special Magistrate). This letter will confirm our agreement regarding our representation in the same. Our fees in this matter will be billed on an hourly rate of \$250.00 for myself (discounted from my normal hourly rate of \$300.00). You will not be billed for any secretarial or clerical time, overhead, or administrative costs.

The reasonable fee shall cover and include all time spent in representing the City, including (without limitation) time spent for telephone conferences (including telephone calls with you), email correspondence, office conferences, travel to and from out of office locations, drafting applications and other documents, legal research, time spent in meetings, negotiations, depositions, preparation, and attendance at all judicial and administrative hearings or other matters.

Representation of you in this matter will be withdrawn if you misrepresent or fail to disclose material facts, or if you fail to cooperate or follow advice as given, or do not make the payments required by this Agreement. If suit must be filed for the collection of any sums due under this Agreement, then you shall pay reasonable attorney's fees together with Court costs for collection of such unpaid amounts.

This Agreement contains the entire understanding between us and may not be varied or modified unless in writing.

If these terms are acceptable to you, please sign the enclosed copy of this letter, and return it to my office. I again look forward to working with you. If you have any questions, please do not hesitate to call. I appreciate your trust and confidence in asking us to assist you. We will endeavor to do our best for you at all times.

Sincerely yours,

Harrison W. Poole
Harrison W. Poole, Esquire

THIS IS A LEGALLY BINDING CONTRACT. BEFORE SIGNING, PLEASE READ IT CAREFULLY AND BE SURE YOU UNDERSTAND ALL OF ITS CONTENTS. IF THERE IS ANYTHING THAT YOU DO NOT UNDERSTAND, ASK. DO NOT HESITATE TO HAVE THIS AGREEMENT REVIEWED BY ANOTHER ATTORNEY OF YOUR CHOICE.

READ, APPROVED AND ACCEPTED THIS ____ DAY OF _____, 2020.

Client

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Resolution 2020-131
Wastewater, Refuse, and/or Stormwater Fee Exemption FY 2019/2020 Year-End
Payment

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2020-131.

SYNOPSIS: Each year the City Commission makes provisions for a certain number of applicants to be considered and/or approved for exemption for payment of Wastewater, Refuse, and/or Stormwater Services per the established guidelines.

The attached Resolution authorizes payment for a total of twenty-seven applicants for Wastewater, Refuse, and Stormwater Fee Exemptions for Fiscal Year 2019/2020.

FISCAL IMPACT: Funding in the amount of \$30,000 is budgeted in Aged/Poor Services account, 0015640 55600.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2020-131.

Nicole Bednar, Administrative Services Manager	9/2/2020
Dale L. Martin, City Manager	9/3/2020
Pauline Testagrose, Comptroller	9/3/2020
Tammi E. Bach, City Attorney	9/3/2020
Katie Newton, Legal Assistant	9/3/2020

Date: August 13, 2020

Submitted By: Caroline Best, City Clerk

COMMISSION ACTION: Adopt

RESOLUTION 2020-131

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AUTHORIZING PAYMENT FOR THE APPROVED WASTEWATER, REFUSE, AND STORMWATER FEE EXEMPTION LIST FOR FISCAL YEAR 2019/2020; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, each year the City Commission budgets for applicants to be considered and/or approved for exemption for payment of Wastewater, Refuse, and Stormwater Services per the established guidelines; and

WHEREAS, this Resolution authorizes year-end payment for Fiscal Year 2019/2020 in the amount of \$24,429.77 for approved applicants; and

WHEREAS, funding is budgeted in the amount of \$30,000.00 and is available in Aged/Poor Services account, 0015640 55600.

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

SECTION 1: The City Commission approves the allocation of funds to several accounts:

• Wastewater	\$13,834.61
• Refuse	\$ 6,995.16
• Stormwater	\$ 3,600.00
Total	\$24,429.77

for payment from the Aged/Poor Services account, 0015640 55600, payable through September 30, 2020, for Wastewater, Refuse, and Stormwater Fee Exemptions approved by the City Manager.

SECTION 2: This Resolution shall become effective immediately.

ADOPTED this 15th day of September, 2020.

CITY OF FERNANDINA BEACH

John A. Miller
Commissioner – Mayor

ATTEST:

APPROVED AS TO FORM AND LEGALITY:



Caroline Best
City Clerk

Tammi E. Bach
City Attorney

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2020-132
Voluntary Annexation Agreement - 743 Pelican Lane

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2020-132

SYNOPSIS: Property owners Erika James & Carlyne James-Rudd have completed the City of Fernandina Beach Voluntary Annexation Petition/ Water/Wastewater Annexation Agreement Application pursuant to Chapter 171.044, Florida Statutes, for extension of water services to one parcel containing approximately 0.34 acres located at 743 Pelican Lane (Parcel IDs 00-00-30-042D-000J-0080).

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

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

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2020-132.

Kelly Gibson, AICP, Planning Director	8/31/2020
Nicole Bednar, Administrative Services Manager	9/2/2020
Dale L. Martin, City Manager	9/3/2020
Pauline Testagrose, Comptroller	9/3/2020
Tammi E. Bach, City Attorney	9/3/2020

Date: August 25, 2020

Submitted By: Sylvie McCann, Administrative Coordinator

COMMISSION ACTION: Adopt

RESOLUTION 2020-132

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, APPROVING THE EXTENSION OF WATER SERVICES OUTSIDE THE CORPORATE LIMITS; ACCEPTING THE VOLUNTARY ANNEXATION PETITION FOR ONE PARCEL CONTAINING APPROXIMATELY 0.34 ACRES OF LAND LOCATED AT 743 PELICAN LANE; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, property owners, Erika James & Carlyne L. James-Rudd, have completed the City of Fernandina Beach Voluntary Annexation Petition/ Water/Wastewater Annexation Agreement Application pursuant to Chapter 171.044, Florida Statutes, for extension of water services to one parcel containing approximately 0.34 acres located at 743 Pelican lane (Parcel ID Number: 00-00-30-042D-000J-0080); and

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

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

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

SECTION 1. The City Commission hereby authorizes the extension of water services to the property owners identified, whose property is located outside the corporate limits of the City at 743 Pelican Lane and noted as parcel 00-00-30-042D-000J-0080, and approves the Voluntary Annexation Petition, attached hereto as "Exhibit 1".

SECTION 2. The City Commission authorized the City Manager and the City Clerk to execute said petition on behalf of the City of Fernandina Beach.

SECTION 3. The City Clerk is hereby directed to record the petition in the public records of Nassau County, Florida, as required by Ordinance No. 2001-01.

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

ADOPTED this 15th day of September, 2020.

CITY OF FERNANDINA BEACH

JOHN A. MILLER
Commissioner - Mayor

ATTEST:

APPROVED AS TO FORM AND LEGALITY:

A handwritten signature in blue ink, appearing to read 'TEB', is positioned above the City Attorney's name.

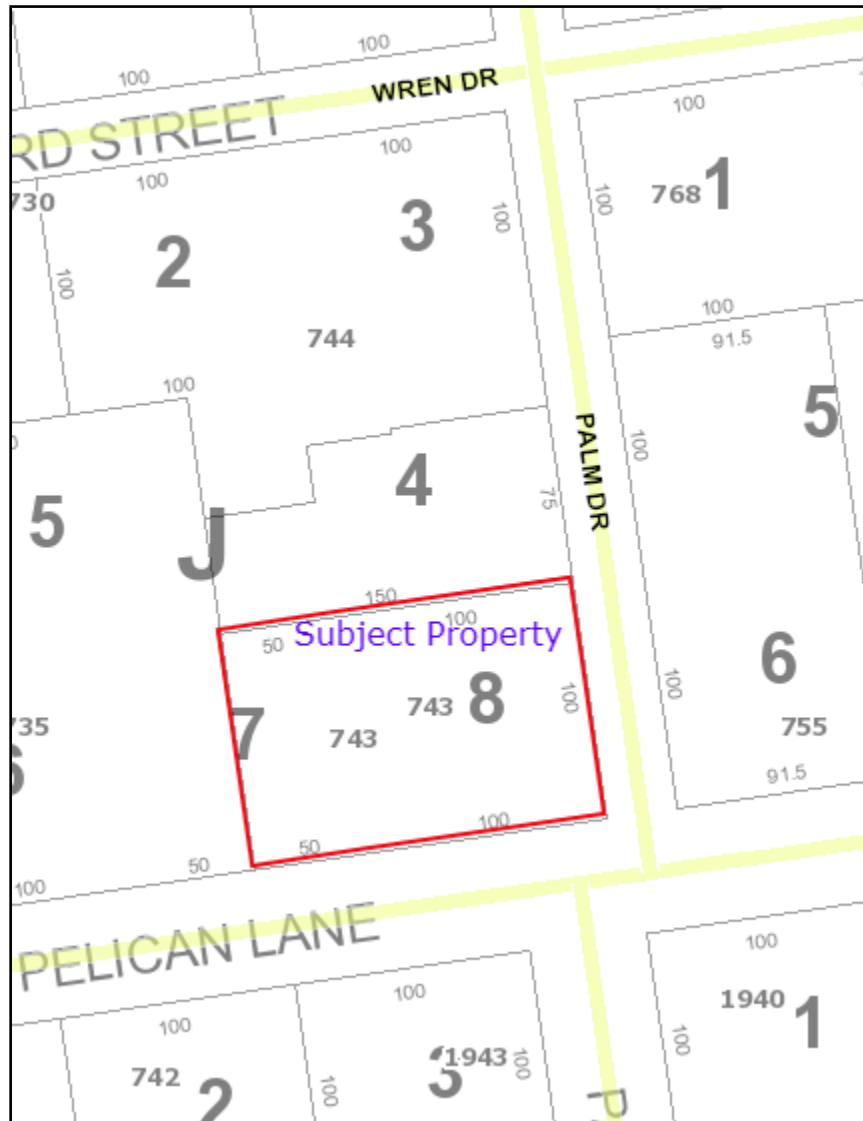
CAROLINE BEST
City Clerk

TAMMI E. BACH
City Attorney

**RESOLUTION 2020-132
EXHIBIT "A"**

WATER AND SEWER AGREEMENT/ VOLUNTARY PETITION FOR ANNEXATION OF PARCEL ID
NUMBER: 00-00-30-042D-000J-0080 LOCATED AT 743 PELICAN LANE TOTALING
APPROXIMATELY 0.34 ACRES OF LAND

743 PELICAN LANE



CITY OF FERNANDINA BEACH
VOLUNTARY ANNEXATION AGREEMENT / PETITION FOR ANNEXATION

THIS VOLUNTARY ANNEXATION AGREEMENT / PETITION FOR ANNEXATION dated this ____ day of August, 2020 by and between the CITY OF FERNANDINA BEACH, a municipal corporation, (hereinafter referred to as "City"); and JAMES ERIKA & JAMES-RUDD (hereinafter collectively referred to as the "Applicants"). CAROLYN L (JT/RS)

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

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

PARCEL ID#: 00-00-30-042D-000J-0080

GENERALLY DESCRIBED AS: BLOCK J LOT 8 & E1/2 OF LOT 7 IN OR 2184/638 OAK GROVE SUB #3 PB 3/51

ADDRESSED AS: 743 PELICAN LANE

See Attached Exhibit "A"

WHEREAS, the covenants and acknowledgments contained herein have been made in consideration of annexation into the City of Fernandina Beach of the above described Property; and

WHEREAS, it is the desire of the City to provide for appropriate use of the Property; and

WHEREAS, the Applicants are willing to have the Property annexed to the City and the City desires and believes that it would be in the best interest of the City to annex the Property, which is located outside the corporate limits of the City in Nassau County, Florida, at such time as the Property become contiguous; and

NOW, THEREFORE, in consideration of the mutual promises, covenants and acknowledgments stated herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Effective Date:** This Agreement shall become effective upon execution.
2. **Execution:** The parties hereto agree to execute any and all such documents as are reasonably necessary to carry out the terms and provisions of this Agreement.
3. **Binding Effect:** The parties hereto do covenant and agree that this Agreement and its Exhibits, shall be binding on their successors and assigns, including the political subdivisions as the City of Fernandina Beach.
4. **Water and/or Sanitary Sewer:** The Applicants shall be permitted to tap into the City's water and/or sanitary sewer system at a point determined by the City. The Applicants shall also be responsible for payment to the City of any and all applicable fees that are assessable under City Ordinance and State Law.

5. Land Use and Zoning: Upon Annexation of the Property, and until the adoption by the City Commission of the City's Comprehensive Plan and zoning district for the Property, the Comprehensive Plan (including future land use) and zoning ordinances and regulations shall remain in full force and effect for the Property, and shall be enforced by the City. The City shall adopt the future land use designation and zoning district for the Property that most closely approximate to the current Nassau County future land use designation and zoning district for the Property regarding allowable uses and development standards.

6. Governing Law: The laws of the State of Florida shall govern the interpretation, validity and construction of the terms and provisions of this Agreement. If any term or provision of this Agreement is declared illegal or invalid for any reason by a court of competent jurisdiction, the remaining terms and provisions of this Agreement shall, nevertheless, remain in full force and effect.

7. Entire Agreement: The parties hereto acknowledge that this Agreement constitutes the sole agreement between the parties; that all prior proposals and agreements, whether oral or written, are hereby superseded; and that this Agreement may not be changed, altered or modified except in writing and signed by the parties hereto. The parties hereto further acknowledge that, in entering into this Agreement, each party has not been induced by, has not relied upon, and has not included as part of the basis of the bargain herein, any representation or statement, whether expressed or implied, made by any agent, representative or employee, which representation or statement is not approved by the other at any public hearing or work session of the City Commission or otherwise made as part of the official public record in the proceedings related to this Agreement. This Agreement binds the Applicants' Property to being annexed into the City once the Property becomes contiguous to any boundary demarking the incorporated area of the City of Fernandina Beach and upon the execution of an Ordinance by the City Commission of the City authorizing and approving the execution of such agreement, consistent with the mutual promises, covenants and acknowledgments agreed to by the City Commission.

8. Default: In the event either of the parties default in the performance of the obligations set forth in this Agreement, then the other may, upon notice to defaulting party, allow the defaulting party sixty (60) days to cure the default or provide evidence to the non-defaulting party that such default will be cured in a timely manner if it cannot be cured during said period. If the defaulting party fails to cure such default or provide such evidence as provided above, then, with notice to defaulting party, the other party may begin proceedings to require specific performance of this Agreement or bring suit for damages for breach of the Agreement. The prevailing party shall be entitled to a reasonable attorney's fee for having brought such action.

8. Recording: This Agreement shall run with the land and a copy of this Agreement for Annexation shall be filed and recorded by the City Clerk's Office with the Nassau County Clerk of Circuit Court.

IN WITNESS WHEREOF, the City and Applicant(s) have caused this instrument to be executed by their respective proper parties duly authorized to execute the same on the day and the year first above written.

CITY OF FERNANDINA BEACH

ATTEST:

DALE L. MARTIN
City Manager

CAROLINE BEST
City Clerk

APPROVED AS TO FORM AND LEGALITY:

TAMMI E. BACH
City Attorney

APPLICANT(S)

By: Carolyn James-Rudd
Applicant

By: Erika James
Applicant

STATE OF FLORIDA }
COUNTY OF NASSAU ss }

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

this 24th day of August, 2020,
by Carolyn James-Rudd and Erika James,

Rosemarie T. Evatt
Notary Public

Rosemarie T. EVATT
Printed Name
Expires

04-28-2021
My Commission

Personally Known _____ OR Produced Identification ☒ ID Produced: DRIVER LICENSES

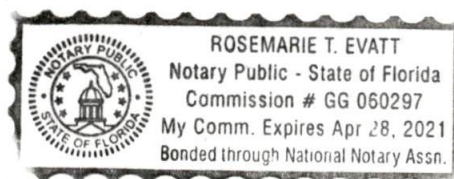
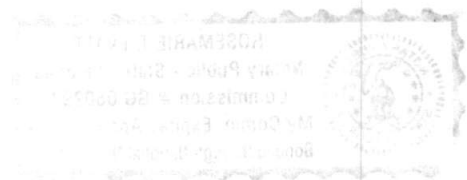


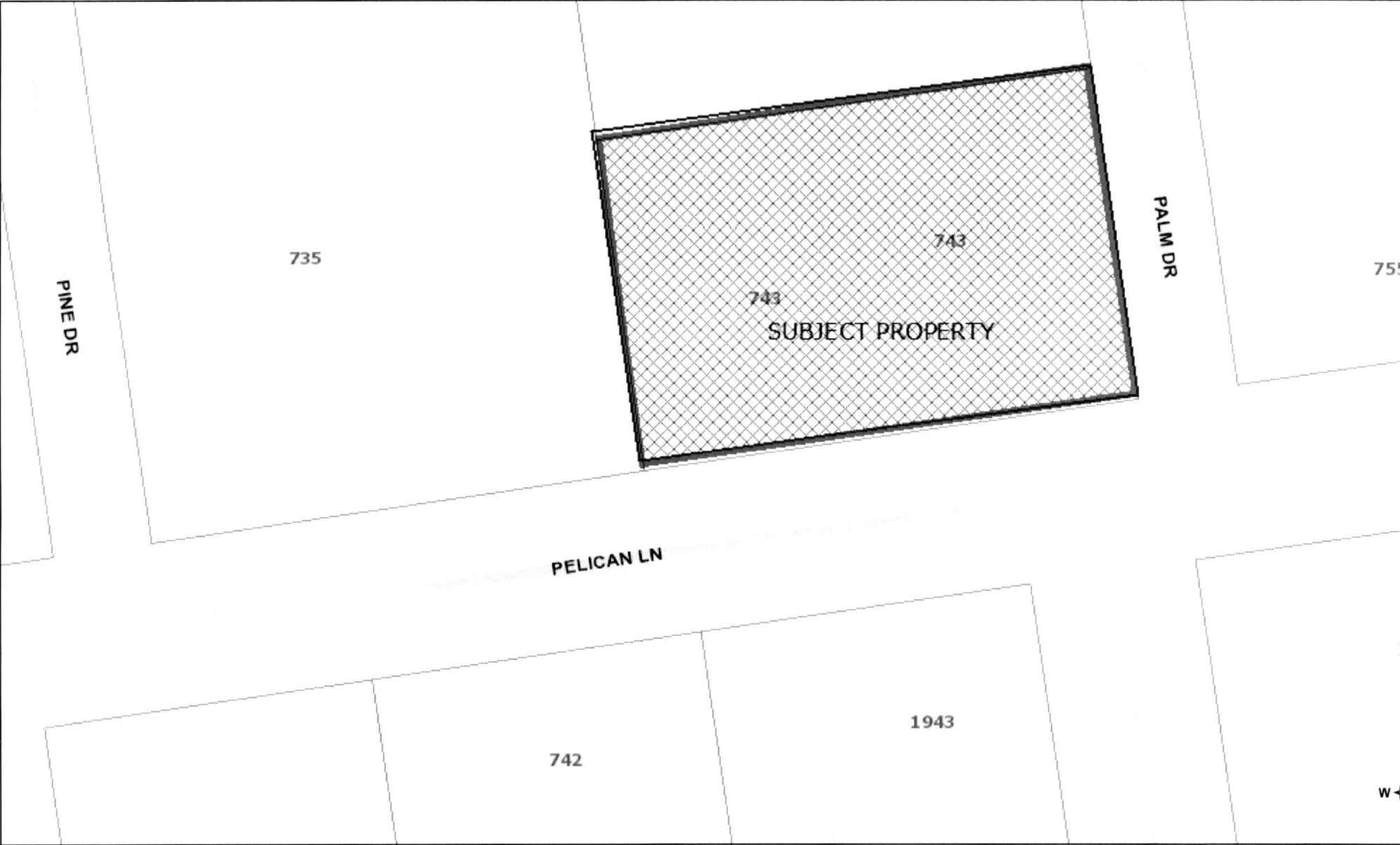
EXHIBIT A

NASSAU COUNTY PROPERTY APPRAISER
PARCEL REPORT

[Faint, illegible text and markings, possibly a map or survey, are visible in this section.]

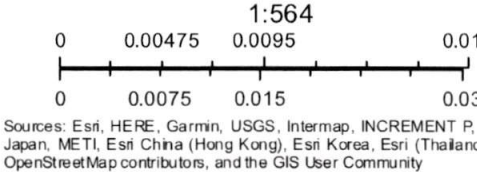


743 Pelican Lane



August 24, 2020

Land Parcels



SALES INFORMATION

Sale Date	Book Page	Price	Instr	Qual	Imp	Grantor	Grantee
2018-03-19	2184 / 638	\$265,000	WD	Q	Y	ANDERSON KENNETH DALE ET AL	JAMES-RUDD CAROLYN L ET AL
1968-01-01	80 / 460	\$1,400	TA	Q	N		

PUSE 000100 SINGLE FAM	AE? Y	2368 HTD AREA	113.400 INDEX	2018.00 OFF	CLINCH	PUSE 000100 SINGLE FAMILY
MOD 1 SFR	3.50	2615 EFF AREA	68.607 E-RATE	110.000 INDX	STR 30- 3N- 28	
EXW 19 COMMON BRK		179,408 RCN		1968 AYB	MKT AREA 02	139,489 BLDG
50% 08 WD ON PLY	3	77.75 %GOOD	139,489 B BLDG VAL	1990 EYB	APPR 7	1,049 XFOB
STR 03 GABLE/HIP					AC	67,500 LAND
CVR 03 COMP SHNGL					NTCD	0 CLAS
%		FIELD CK:	HX AppYr 2019		APPR CD	0 MKTUSE
INTW 04 PLYWOOD		LOC: 743 PELICAN LN FERNANDINA BEACH			CNDO	208,038 JUST
50% 04 DRYWALL					SUBD	208,038 APPR
LOR 08 SHT VINYL	2.0	+-----64-----+ +-----25-----+			BLK	
70% 14 CARPET		1BAS1993 I IFUS1993 I			LOT	0 SOHD
ITTP 04 AIR DUCTED		4 I I I			MAP# 6C/35S	208,038 ASSD
V/C 03 CENTRAL		++ 2 3 3			HX	50,000 EXPT*
UAL 04 CLASS	60	I +-14-+ 8 2 2			TXDT 008	158,038 COTXBL
NDN		2FGR1993I I I I			158,038 CITXBL	158,038 OTTXBL
SIZE 02 L-SHAPED		2 +-+-----35-----+9-+ I I				
IEIL		I IFOP1993 IFOP1993+-----25-----+			----- BLDG TRAVERSE -----	
ARCH		+---20---++ +9-+			BAS1993=W64 S14 FGR1993=S22 E20 FOP1993=	
FRME 03 MASONRY					E6 N8 W6 S8\$ N18 W14 N4 W6\$ E6 S4 E14 S10	
ATCH					E35 FOP1993=S8 E9 N8 W9\$ E9 N28\$ PTR= E	
INDO					10 FUS1993=E25 S32 W25 N32\$ W10\$.	
CLAS						
XCC						
COND						
SUB A-AREA % E-AREA SUB VALUE					----- PERMITS -----	
BAS93 1568 100 1568 83639					NUMBER DESC AMT ISSUED	
GR93 384 55 211 11255						
OP93 120 30 36 1921						
					----- SALE -----	

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2020-133
Sole Source Purchase Approval - Sensus USA, Inc.

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2020-133

SYNOPSIS: The Utilities Department requests the City Commission's approval for purchases of Sensus water metering equipment for periodic replacement of old meters in the water system throughout the City, stopped meters, and new services. The City's water system is set up to utilize no moving parts meters which only Sensus manufactures. Further, Sensus' iperl meters are the only 20-year warranted no-moving-parts meter available.

The total cost is \$210,860.65 and Sensus USA, Inc. is the sole source provider of requested water metering equipment.

(The Utilities Department replaces meters every ten years so accurate billing can be maintained.)

FISCAL IMPACT: Funds have been budgeted in the Utilities Fund, Water Improvements account, 460 56300, in the FY 2020/2021 Budget.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2020-133.

John Mandrick, Utilities Director	8/26/2020
Nicole Bednar, Administrative Services Manager	9/3/2020
Dale L. Martin, City Manager	9/3/2020
Pauline Testagrose, Comptroller	9/3/2020
Tammi E. Bach, City Attorney	9/3/2020
Katie Newton, Legal Assistant	9/3/2020

Submitted By: Alice Gizzo, Administrative Specialist Date: August 26, 2020

COMMISSION ACTION: Adopt

RESOLUTION 2020-133

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING SENSUS USA, INC. AS A SOLE SOURCE VENDOR FOR THE PURCHASE OF WATER METERING EQUIPMENT FOR THE UTILITIES DEPARTMENT IN FISCAL YEAR 2020/2021; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section E.6 of the Purchasing Policy requires accumulated purchases for a sole source vendor may not exceed \$20,000 per year; and

WHEREAS, any purchases exceeding \$20,000 require approval by the City Commission; and

WHEREAS, the City of Fernandina Beach Utilities Department is requesting the City Commission's approval to purchase Sensus water metering equipment for periodic replacements, stopped meters, and new services; and

WHEREAS, Sensus USA, Inc. is the sole source provider of current water metering equipment utilized and has quoted cost of requested equipment, as described in Exhibit "A" attached, in an amount of \$210,860.65; and

WHEREAS, funds are budgeted in the Utilities Fund, Water account, 460-56300, in Fiscal Year 2020/2021.

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

SECTION 1. The City Commission hereby approves Sensus USA, Inc. as a sole source vendor for the purchase of water metering equipment in the amount of \$210,860.65.

SECTION 2. The City Manager and City Clerk are hereby authorized to execute all documentation pertaining to the purchase of Sensus water metering equipment upon review and approval of the City Attorney.

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

ADOPTED this 15th day of September, 2020.

CITY OF FERNANDINA BEACH

John A. Miller
Mayor - Commissioner

ATTEST:

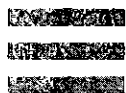
APPROVED AS TO FORM AND LEGALITY:



Caroline Best
City Clerk

Tammi E. Bach
City Attorney

<u>Equipment Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Cost</u>
3/4" Meter - Iperl	1500	\$ 99.86	\$ 149,790.00
1" Meter - Iperl	50	\$ 146.64	\$ 7,332.00
2" Meter - Omni C2	2	\$ 1,293.14	\$ 2,586.28
2" Chamber Tops - Omni C2	10	\$ 771.58	\$ 7,715.80
3" Meter - Omni C2	2	\$ 1,634.88	\$ 3,269.76
3" Chamber Tops - Omni C2	15	\$ 1,105.03	\$ 16,575.45
4" Meter - Omni C2	2	\$ 2,642.23	\$ 5,284.46
4" Chamber Tops - Omni C2	5	\$ 1,120.38	\$ 5,601.90
Touch Read Pads	1500	\$ 8.47	\$ 12,705.00
			<u><u>\$ 210,860.65</u></u>



450 North Gallatin Avenue
P.O. Box 487
Uniontown, PA 15221 USA

1-800-MeterIt
1-800-638-3748
www.sensus.com

SENSUS

QUOTATION

Your Quote Number: 32122
Reference: CCUA PIGGYBACK

Bill to Customer: 272133

ATTENTION JOHN MANDRICK
FERNANDINA BEACH CITY OF-AM

204 ASH ST
FERNANDINA BEACH FL 32034 USA

Salesman: MACHINSKI GRIFF
Terms: NET 30 DAYS

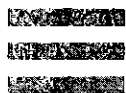
Ship to Customer:

FERNANDINA BEACH CITY OF-AM
204 ASH ST

FERNANDINA BEACH FL 32034

Effective Date: 10/01/20
Expiration Date: 9/30/21

Line	Description	Quantity	U/M	US Dollar Unit Price
1	Part#: I2S1FMXX MTR 3/4S IPERL 4WHL5B 10CF 6'TRPL 2-WR SMART	1	EA	99.860
2	Part#: I4S1FMXX MTR 1 IPERL 4WHL5B 10CF 6'TRPL 2-WR SMART	1	EA	146.640
3	Part#: SM50546439001 RETAINER AY CBL CMPLT 6'TRPL IPERL/ALLY 6'TRPL (2-WIRE) PASSIVE Y1	1	EA	19.040
4	Part#: 53907306000001 PTS PKG HSG TRPL BLACK	1	EA	8.470
5	Part#: T11XXXXF1DT0X MTR 1.5 OMNI T2 MNCS/T P/.1 6WHL3A 10CF TTL 20' ID=SN	1	EA	619.580
6	Part#: T19XXXXF1DT0X MEAS CHB 1.5 OMNI T2 20' P/.1 6WHL3A 10CF TTL ID=SN	1	EA	516.690



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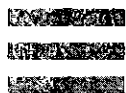
Your Quote Number: 32122

US Dollar



Line	Description	Quantity	U/M	Unit Price
7	Part#: T21XXXXF1DT0X MTR 2 OMNI T2 MNCS/T P/.1 6WHL3A 10CF TTL 20' ID=SN	1	EA	732.970
8	Part#: T29XXXXF1DT0X MEAS CHB 2 OMNI T2 20' P/.1 6WHL3A 10CF TTL ID=SN	1	EA	532.040
9	Part#: T31XXXXF1DT0X MTR 3 OMNI T2 MNCS/T P/.1 6WHL3A 10CF TTL 20' ID=SN	1	EA	937.840
10	Part#: T39XXXXF1DT0X MEAS CHB 3 OMNI T2 20' P/.1 6WHL3A 10CF TTL ID=SN	1	EA	767.160
11	Part#: T41XXXXF1DT0X MTR 4 OMNI T2 MNCS/T P/1 6WHL3A 100CF TTL 20' ID=SN	1	EA	1,727.780
12	Part#: T49XXXXF1DT0X MEAS CHB 4 OMNI T2 20' P/1 6WHL3A 100CF TTL ID=SN	1	EA	782.520
13	Part#: T61XXXXF1DT0X MTR 6 OMNI T2 MNCS/T P/1 6WHL3A 100CF TTL 20' ID=SN	1	EA	2,716.890
14	Part#: T69XXXXF1DT0X MEAS CHB 6 OMNI T2 20' P/1 6WHL3A 100CF TTL ID=SN	1	EA	1,453.210

This Quotation is an offer to sell which includes and is subject to the Sensus Metering Systems Terms of Sale available for viewing and downloading at <http://www.sensus.com/tc> Please contact Customer Service at 1-800-638-3748 if you are unable to access this site and require a printed copy of the Terms of Sale.



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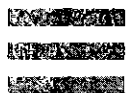
Your Quote Number: 32122

US Dollar



Line	Description	Quantity	U/M	Unit Price
15	Part#: C11XXXXF1DT0X MTR 1.5 OMNI C2 MNCS/T P/.1 6WHL3A 10CF TTL 20' ID=SN	1	EA	1,154.490
16	Part#: C19XXXXF1DT0X MEAS CHB 1.5 OMNI C2 20' P/.1 6WHL3A 10CF TTL ID=SN	1	EA	756.220
17	Part#: C23XXXXF1DT0X MTR 2 OMNI C2 MNCS/C P/.1 6WHL3A 10CF TTL 20' ID=SN	1	EA	1,293.140
18	Part#: C29XXXXF1DT0X MEAS CHB 2 OMNI C2 20' P/.1 6WHL3A 10CF TTL ID=SN	1	EA	771.580
19	Part#: C33XXXXF1DT0X MTR 3 OMNI C2 MNCS/C P/.1 6WHL3A 10CF TTL 20' ID=SN	1	EA	1,634.880
20	Part#: C39XXXXF1DT0X MEAS CHB 3 OMNI C2 20' P/.1 6WHL3A 10CF TTL ID=SN	1	EA	1,105.030
21	Part#: C43XXXXF1DT0X MTR 4 OMNI C2 MNCS/C P/1 6WHL3A 100CF TTL 20' ID=SN	1	EA	2,642.230
22	Part#: C49XXXXF1DT0X MEAS CHB 4 OMNI C2 20' P/1 6WHL3A 100CF TTL ID=SN	1	EA	1,120.380

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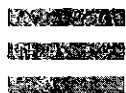
Your Quote Number: 32122

US Dollar



Line	Description	Quantity	U/M	Unit Price
23	Part#: C63XXXXF1DT0X MTR 6 OMNI C2 MNCS/C P/1 6WHL3A 100CF TTL 20' ID=SN	1	EA	4,790.660
24	Part#: C69XXXXF1DT0X MEAS CHB 6 OMNI C2 20' P/1 6WHL3A 100CF TTL ID=SN	1	EA	2,147.670
25	Part#: H32CXXXXF8DT0XA2 MTR 3 OMNI H2 7.5THD NST 6WHL3A 10CF TTL 9"NCR TV ID=SN	1	EA	1,712.610
26	Part#: 5390753739604 TCHRDR+ AY CPLT M3096+ 910-0008110	1	EA	321.730
27	Part#: 5390753765901 AUTOGUN AY CPLT AG6590 BLUETOOTH CAPABLE 910-0024409	1	EA	1,192.390
28	Part#: 5390733749001 PP EXTN AY AG6590EXT W/PIVOT AG6590 AGUN 910-0009448	1	EA	352.320
29	Part#: 5390730600004 SEN AY AR4090/AG6590 AR4000 AGUN 940-0009539	1	EA	147.890
30	Part#: 5396353704809 ARCHER 3 HANDHELD AR3-CFG GB ANDROID US/NA W/CAM	1	EA	4,749.150
31	Part#: 0001000149073 DOCKING STATN 1-UNIT ARCHER 2 /ARCHER 3 ENET W/INSRT A2	1	EA	1,019.400

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www.sensus.com

Your Quote Number: 32122

SENSUS

US Dollar

Line	Description	Quantity	U/M	Unit Price
------	-------------	----------	-----	------------

-
** PARTS TO BE DISCOUNTED 24% FROM CURRENT LIST
PRICING ON ITEMS NOT QUOTED.
-
FREIGHT ALLOWED ON \$7,500 NET OR MORE PER ORDER.
FOB SHIPPING POINT.
-
CASE 00499895
-
-
***THIS QUOTE WILL REPLACE QUOTE 31213 EFFECTIVE
ON 10/1/20*****

IF MODIFICATIONS IN METER MATERIALS OR PROCESSING ARE REQUIRED TO MEET
NEW REGULATIONS, THE PRICING SUBMITTED IS SUBJECT TO IMMEDIATE CHANGE
Thank you for your interest in quality products by Sensus.

Current as of: 8/13/20

Correspondence:

SENSUS

450 North Gallatin Ave.

UNIONTOWN, PA 15401

Purchase Orders:

SENSUS

450 North Gallatin Ave.

UNIONTOWN, PA 15401

PHONE: 800-METER-IT

800-638-3748

Sensus.Orders@xylem-inc.com

This Quotation is an offer to sell which includes and is subject to the Sensus Metering Systems Terms of Sale available for viewing and
downloading at <http://www.sensus.com/tc> Please contact Customer Service at 1-800-638-3748 if you are unable to access this site and require a
printed copy of the Terms of Sale.

July 13, 2020

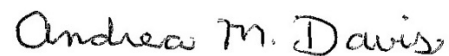
To Whom It May Concern:

Please be advised that Sensus, USA is the sole manufacturer and provider of Sensus' products including Water Meters, Meter Reading Systems, Testing Equipment, Software, System Support Programs and Repair Parts.

Thank you for your business, and we look forward to continuing to provide you with quality Sensus Products and superior customer service.

Please feel free to contact me at andrea.davis@xyleminc.com regarding this or any other matter.

Sincerely,

A handwritten signature in black ink that reads "Andrea M. Davis".

Andrea Davis
Sensus, a Xylem Brand
Sr. Director, Sales Enablement

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2020-135
Grant Agreement - Florida Department of Transportation (FDOT)

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2020-135

SYNOPSIS: This proposed Grant Agreement will accept Florida Department of Transportation (FDOT) grant funding for remarking of all paint markings on Runway 9/27 at the Fernandina Beach Municipal Airport. This grant agreement is for a total project cost of up to \$100,000 with a 20% match requirement from the Airport, resulting in up to \$80,000 in grant funding from FDOT under this agreement. The project cost for this work is estimated at \$100,000.

This project is budgeted for the upcoming fiscal year and is expected to be completed in the Spring/Summer of 2021. This project and associated grant has been discussed with the Airport Advisory Commission (AAC) and AAC members voiced support for the project and grant.

FISCAL IMPACT: The City will pay for the remarking of Runway 9/27 with funds from the Airport R/M Building and Grounds account, 420 54610, and will be reimbursed at a rate of 80% by FDOT for eligible project components.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2020-135.

Nicole Bednar, Administrative Services Manager	9/3/2020
Dale L. Martin, City Manager	9/3/2020
Pauline Testagrose, Comptroller	9/3/2020
Tammi E. Bach, City Attorney	9/3/2020
Katie Newton, Legal Assistant	9/4/2020

Date: August 18, 2020

Submitted By: Nathan Coyle, Airport Director

COMMISSION ACTION: Adopt

RESOLUTION 2020-135

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AUTHORIZING PUBLIC TRANSPORTATION GRANT AGREEMENT (PTG) #444411-2-94-21 WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR THE REMARKING OF RUNWAY 9/27 AT THE FERNANDINA BEACH MUNICIPAL AIRPORT; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the FDOT Public Transportation Grant Agreement #444411-2-94-21 provides grant funding for the remarking of Runway 9/27 at a maximum project cost of \$100,000 with a 20% matching component from the Airport Fund; and

WHEREAS, funding for the project is included in the Fiscal Year 20/21 Budget within the Airport R/M Building and Grounds account, 420 54610.

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

SECTION 1. The City Commission hereby authorizes FDOT Public Transportation Grant #444411-2-94-21, attached hereto as Exhibit "A", in the amount of \$100,000, with a matching requirement of 20%, for the remarking of Runway 9/27 at the Fernandina Beach Municipal Airport.

SECTION 2. The City Manager and City Clerk are hereby authorized to execute the FDOT grant agreement, upon review of the City Attorney.

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

ADOPTED this 15th day of September, 2020.

CITY OF FERNANDINA BEACH

John A. Miller
Commissioner - Mayor

ATTEST:

APPROVED AS TO FORM & LEGALITY:



Caroline Best
City Clerk

Tammi E. Bach
City Attorney



Florida Department of Transportation

RON DESANTIS
GOVERNOR

2198 Edison Avenue, MS 2806
Jacksonville, Florida 32204

KEVIN J. THIBAUT, P.E.
SECRETARY

DATE: August 18, 2020

TO: Nathan Coyle
Airport Director
City of Fernandina Beach
700 Airport Road
Fernandina Beach FL, 32034

FROM: Kyle Coffman
District Freight & Logistics Supervisor
Florida Department of Transportation District Two

SUBJECT: Public Transportation Grant Agreement for Execution
Financial Project No. 444411-2-94-21; Contract No. TBD

Please see the attached Public Transportation Grant Agreement which covers the design and construction of Runway 9/27 paint markings at Fernandina Beach Airport. Please print and execute two copies of the attached agreement and return to my office along with a copy of the City Commission's resolution for final review, encumbrance of funding, and execution by FDOT

Should you require additional information or a meeting with Department representatives please contact me at (904) 360-5686.

Sincerely,

Kyle Coffman
District Freight & Logistics Supervisor
P: 904-360-5686
Kyle.Coffman@dot.state.fl.us
2198 Edison Ave, MS 2806
Jacksonville FL 32204-2730

PUBLIC TRANSPORTATION
GRANT AGREEMENT

Financial Project Number(s): (item-segment-phase-sequence) 444411-2-94-21	Fund(s): Work Activity Code/Function: Federal Number/Federal Award Identification Number (FAIN) – Transit only:	DPTO 215 N/A N/A	FLAIR Category: 088719 Object Code: 751000 Org. Code: 55022020228 Vendor Number: VF596000317019
Contract Number:	Federal Award Date:	N/A	
CFDA Number: N/A	Agency DUNS Number:		
CFDA Title: N/A			
CSFA Number: 55.004			
CSFA Title: Aviation Grant Program			

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT ("Agreement") is entered into _____, by and between the State of Florida, Department of Transportation, ("Department"), and City of Fernandina Beach, ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

- 1. Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D", Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 332.007, Florida Statutes, to enter into this Agreement.
- 2. Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in Design and construction of Runway 9/27 paint marking rehabilitation at Fernandina Beach Municipal Airport, as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.
- 3. Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

- ☒ **Aviation**
- ☐ **Seaports**
- ☐ **Transit**
- ☐ **Intermodal**
- ☐ **Rail Crossing Closure**
- ☐ **Match to Direct Federal Funding** (Aviation or Transit)
- ☐ (Note: Section 15 and Exhibit G do not apply to federally matched funding)
- ☐ **Other**

- 4. Exhibits.** The following Exhibits are attached and incorporated into this Agreement:

- ☒ Exhibit A: Project Description and Responsibilities
- ☒ Exhibit B: Schedule of Financial Assistance
- ☐ *Exhibit B1: Deferred Reimbursement Financial Provisions
- ☐ *Exhibit B2: Advance Payment Financial Provisions
- ☒ *Exhibit C: Terms and Conditions of Construction
- ☒ Exhibit D: Agency Resolution
- ☒ Exhibit E: Program Specific Terms and Conditions
- ☒ Exhibit F: Contract Payment Requirements
- ☒ *Exhibit G: Audit Requirements for Awards of State Financial Assistance
- ☐ *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance

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___ *Additional Exhibit(s):

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

5. Time. Unless specified otherwise, all references to “days” within this Agreement refer to calendar days.

6. Term of Agreement. This Agreement shall commence upon full execution by both Parties (“Effective Date”) and continue through September 30, 2022. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

a. ___ If this box is checked the following provision applies:

Unless terminated earlier, work on the Project shall commence no later than the ___ day of ___, or within ___ days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.

7. Amendments, Extensions, and Assignment. This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.

8. Termination or Suspension of Project. The Department may, by written notice to the Agency, suspend any or all of the Department’s obligations under this Agreement for the Agency’s failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

a. Notwithstanding any other provision of this Agreement, if the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.

c. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department’s maximum financial assistance. If any portion of the Project is located on the Department’s right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.

d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

9. Project Cost:

**PUBLIC TRANSPORTATION
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- a. The estimated total cost of the Project is \$100,000. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.
- b. The Department agrees to participate in the Project cost up to the maximum amount of \$80,000 and, the Department's participation in the Project shall not exceed 80.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

- a. **Eligible Cost.** The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.
- b. **Deliverables.** The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.
- c. **Invoicing.** Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.
- d. **Supporting Documentation.** Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.
- e. **Travel Expenses.** The selected provision below is controlling regarding travel expenses:

☒ Travel expenses are NOT eligible for reimbursement under this Agreement.

☐ Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

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f. Financial Consequences. Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

g. Invoice Processing. An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agency who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

h. Records Retention. The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

i. Progress Reports. Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

j. Submission of Other Documents. The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.

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- k. Offsets for Claims.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- l. Final Invoice.** The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- m. Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.
- n. Limits on Contracts Exceeding \$25,000 and Term more than 1 Year.** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:
- "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."
- o. Agency Obligation to Refund Department.** Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- p. Non-Eligible Costs.** In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved

**PUBLIC TRANSPORTATION
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in writing by the Department. Specific unallowable costs may be listed in **Exhibit "A", Project Description and Responsibilities**.

11. General Requirements. The Agency shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

- a. Necessary Permits Certification.** The Agency shall certify to the Department that the Agency's design consultant and/or construction contractor has secured the necessary permits.
- b. Right-of-Way Certification.** If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.
- c. Notification Requirements When Performing Construction on Department's Right-of-Way.** In the event the cost of the Project is greater than \$250,000.00, and the Project involves construction on the Department's right-of-way, the Agency shall provide the Department with written notification of either its intent to:
 - i. Require the construction work of the Project that is on the Department's right-of-way to be performed by a Department prequalified contractor, or
 - ii. Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.
- d.** ☐ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- e.** ☐ If this box is checked, then the Agency is permitted to utilize **Indirect Costs: Reimbursement for Indirect Program Expenses** (select one):
 - i. ☐ Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).
 - ii. ☐ Agency has selected to apply a de minimus rate of 10% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.
 - iii. ☐ Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.
- f. Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards.** The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
- g. Claims and Requests for Additional Work.** The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make

**PUBLIC TRANSPORTATION
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best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

12. Contracts of the Agency:

- a. Approval of Third Party Contracts.** The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.
- b. Procurement of Commodities or Contractual Services.** It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B", Schedule of Financial Assistance**, or that is not consistent with the Project description and scope of services contained in **Exhibit "A", Project Description and Responsibilities** must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.
- c. Consultants' Competitive Negotiation Act.** It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

- 13. Maintenance Obligations.** In the event the Project includes construction or the acquisition of commodities then the following provisions are incorporated into this Agreement:

**PUBLIC TRANSPORTATION
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- a. The Agency agrees to accept all future maintenance and other attendant costs occurring after completion of the Project for all improvements constructed or commodities acquired as part of the Project. The terms of this provision shall survive the termination of this Agreement.

14. Sale, Transfer, or Disposal of Department-funded Property:

- a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.
- b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:
 - i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.
 - ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.
 - iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.
 - iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.
- c. The terms of provisions “a” and “b” above shall survive the termination of this Agreement.
 - i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.
 - ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

- 15. Single Audit.** The administration of Federal or State resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

Federal Funded:

- a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any

**PUBLIC TRANSPORTATION
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inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.

- b. The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:
- i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit “H”, Audit Requirements for Awards of Federal Financial Assistance**, to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
 - ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.
 - iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency’s audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency’s resources obtained from other than Federal entities).
 - iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.
 - v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency’s audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an

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audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
 3. Wholly or partly suspend or terminate the Federal award;
 4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
 5. Withhold further Federal awards for the Project or program;
 6. Take other remedies that may be legally available.
- vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

State Funded:

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.
- b. The Agency, a "nonstate entity" as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:
 - i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "G", Audit Requirements for Awards of State Financial Assistance**, to this Agreement indicates state financial

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assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

- ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).
- iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

- v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

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- vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
 - viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

16. Notices and Approvals. Notices and approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

17. Restrictions, Prohibitions, Controls and Labor Provisions:

- a. **Convicted Vendor List.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. **Discriminatory Vendor List.** In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
- c. **Non-Responsible Contractors.** An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

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- d. Prohibition on Using Funds for Lobbying.** No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. Unauthorized Aliens.** The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. Procurement of Construction Services.** If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.
- g. E-Verify.** The Agency shall:
 - i.** Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and
 - ii.** Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- h. Design Services and Construction Engineering and Inspection Services.** If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

18. Indemnification and Insurance:

- a.** It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, the Agency shall indemnify and hold harmless the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor/consultant shall indemnify and hold harmless the Agency and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and

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persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement.”

- b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using “leased employees” or employees obtained through professional employer organizations (“PEO’s”), ensure that such employees are covered by Workers' Compensation Insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.
- c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an “occurrence” basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.
- d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad

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shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

- e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

19. Miscellaneous:

- a. **Environmental Regulations.** The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.
- b. **Non-Admission of Liability.** In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- c. **Severability.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- d. **Agency not an agent of Department.** The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- e. **Bonus or Commission.** By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- f. **Non-Contravention of State Law.** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.
- g. **Execution of Agreement.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- h. **Federal Award Identification Number (FAIN).** If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an

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updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).

- i. **Inspector General Cooperation.** The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.
- j. **Law, Forum, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

AGENCY City of Fernandina Beach

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

By: _____

Name: _____

Name: James M. Knight, P.E.

Title: _____

Title: Urban Planning and Modal Administrator

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 02/20

EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): FERNANDINA BEACH MUNICIPAL APT Rehabilitate Paint Markings - Runway 9/27 PFL0013200

B. Project Location (limits, city, county, map): Fernandina Beach Municipal Airport/Fernandina Beach, FL/Nassau

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): As required by 215.971, F.S., this scope of work includes but is not limited to consultant and design fees, survey costs, construction inspection costs, mobilization and demobilization, pavement marking removal, surface preparation, pavement markings, and safety barricades, including all materials, equipment, labor, and incidentals required to mark the runway. The Sponsor will comply with Aviation Program Assurances.

D. Deliverable(s): Design & Rehabilitation of Runway 9/27 paint markings

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

E. Unallowable Costs (including but not limited to): Travel

F. Transit Operating Grant Requirements (Transit Only):

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants.



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EXHIBIT B**Schedule of Financial Assistance**

FUNDS AWARDED TO THE AGENCY AND REQUIRED MATCHING FUNDS PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
444411-2-94-21	DPTO	088719	2021	751000	55.004	Aviation Grant Program	\$80,000
444411-2-94-21	LF	088719	2021	751000	55.004	Aviation Grant Program	\$20,000
Total Financial Assistance							\$100,000

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Planning	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Environmental/Design/Construction	\$80,000	\$20,000	\$0	\$100,000	80.00	20.00	0.00
Capital Equipment	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Match to Direct Federal Funding	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Mobility Management (Transit Only)	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Totals	\$80,000	\$20,000	\$0	\$100,000			

*Shifting items between these grant phases requires execution of an Amendment to the Public Transportation Grant Agreement.

BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category (grant phase) has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Kyle Coffman

Department Grant Manager Name

Signature

Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
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Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 02/20

EXHIBIT C

TERMS AND CONDITIONS OF CONSTRUCTION

1. Design and Construction Standards and Required Approvals.

- a. The Agency understands that it is responsible for the preparation and certification of all design plans for the Project. The Agency shall hire a qualified consultant for the design phase of the Project or, if applicable, the Agency shall require their design-build contractor or construction management contractor to hire a qualified consultant for the design phase of the Project.
- b. Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Agency for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Agency shall not begin the construction phase of the Project until the Department issues a Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Agency shall request a Notice to Proceed from the Department's Project Manager, Kyle Coffman or designee (email: Kyle.Coffman@dot.state.fl.us) or from an appointed designee. Any construction phase work performed prior to the execution of this required Notice to Proceed is not subject to reimbursement.
- c. The Agency will provide one (1) copy of the final design plans and specifications and final bid documents to the Department's Project Manager prior to bidding or commencing construction of the Project.
- d. The Agency shall require the Agency's contractor to post a payment and performance bond in accordance with applicable law(s).
- e. The Agency shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that the construction work will meet all applicable Agency and Department standards.
- f. Upon completion of the work authorized by this Agreement, the Agency shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineer's Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached to this Exhibit. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans or specifications, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

2. Construction on the Department's Right of Way. If the Project involves construction on the Department's right-of-way, then the following provisions apply to any and all portions of the Project that are constructed on the Department's right-of-way:

- a. The Agency shall hire a qualified contractor using the Agency's normal bid procedures to perform the construction work for the Project. The Agency must certify that the installation of the Project is completed by a Contractor prequalified by the Department as required by Section 2 of the Standard Specifications for Road and Bridge Construction (2016), as amended, unless otherwise approved by the Department in writing or the Contractor exhibits past project experience in the last five years that are comparable in scale, composition, and overall quality to the site characterized within the scope of services of this Project.

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- b. Construction Engineering Inspection (CEI) services will be provided by the Agency by hiring a Department prequalified consultant firm including one individual that has completed the Advanced Maintenance of Traffic Level Training, unless otherwise approved by the Department in writing. The CEI staff shall be present on the Project at all times that the contractor is working. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall approve all CEI personnel. The CEI firm shall not be the same firm as that of the Engineer of Record for the Project. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Notwithstanding the foregoing, the Department may issue a written waiver of the CEI requirement for portions of Projects involving the construction of bus shelters, stops, or pads.
- c. The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction, the Department Design Standards, and the Manual of Uniform Traffic Control Devices (MUTCD). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, Florida Design Manual, Manual for Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (the "Florida Green Book"), and the Department Traffic Engineering Manual. The Agency will be required to submit any construction plans required by the Department for review and approval prior to any work being commenced. Should any changes to the plans be required during construction of the Project, the Agency shall be required to notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Agency shall maintain the area of the Project at all times and coordinate any work needs of the Department during construction of the Project.
- d. The Agency shall notify the Department a minimum of 48 hours before beginning construction within Department right-of-way. The Agency shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is ____.
- e. The Agency shall be responsible for monitoring construction operations and the maintenance of traffic (MOT) throughout the course of the Project in accordance with the latest edition of the Department Standard Specifications, section 102. The Agency is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the Department Design Standards, Index 600 series. Any MOT plan developed by the Agency that deviates from the Department Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.
- f. The Agency shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.
- g. The Agency will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.
- h. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on the Department's right-of-way resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right of way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Agency, except as may otherwise be provided in separate agreements. The Agency shall not acquire any right, title, interest or

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estate in Department right of way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Agency's use, occupancy or possession of Department right of way. The Parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to Chapter 163, F.S.

- i. The Agency shall not cause any liens or encumbrances to attach to any portion of the Department's property, including but not limited to, the Department's right-of-way.
- j. The Agency shall perform all required testing associated with the design and construction of the Project. Testing results shall be made available to the Department upon request. The Department shall have the right to perform its own independent testing during the course of the Project.
- k. The Agency shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, the United States Environmental Protection Agency, the United States Army Corps of Engineers, the United States Coast Guard and local governmental entities.
- l. If the Department determines a condition exists which threatens the public's safety, the Department may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from its right-of-way at the sole cost, expense, and effort of the Agency. The Agency shall bear all construction delay costs incurred by the Department.
- m. The Agency shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.
- n. The Agency will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.
- o. The acceptance procedure will include a final "walk-through" by Agency and Department personnel. Upon completion of construction, the Agency will be required to submit to the Department final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Agency shall remove its presence, including, but not limited to, all of the Agency's property, machinery, and equipment from Department right-of-way and shall restore those portions of Department right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.
- p. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification of such to the Agency. The Agency shall have thirty (30) days from the date of receipt of the Department's written notice, or such other time as the Agency and the Department mutually agree to in writing, to complete the Project and provide the Department with written notice of the same (the "Notice of Completion"). If the Agency fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department, within its discretion may: 1) provide the Agency with written authorization granting such additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Agency's sole cost and expense,

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without Department liability to the Agency for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the Department elects to correct the deficiency(ies), the Department shall provide the Agency with an invoice for the costs incurred by the Department and the Agency shall pay the invoice within thirty (30) days of the date of the invoice.

- q. The Agency shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Agency shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.
- r. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the Agency to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Department must be contacted immediately.
- s. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.
- t. Restricted hours of operation will be as follows, unless otherwise approved by the Department's District Construction Engineer or designee (insert hours and days of the week for restricted operation):
- u. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the Department's Public Information Office is:

Insert District PIO contact info:

Note: (Highlighted sections indicate need to confirm information with District Office or appropriate DOT person managing the Agreement)

3. **Engineer's Certification of Compliance.** The Agency shall complete and submit and if applicable Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

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PUBLIC TRANSPORTATION GRANT AGREEMENT
BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and _____

PROJECT DESCRIPTION: _____

DEPARTMENT CONTRACT NO.: _____

FINANCIAL MANAGEMENT NO.: _____

In accordance with the Terms and Conditions of the Public Transportation Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, the Agency shall furnish the Department a set of "as-built" plans for construction on the Department's Right of Way certified by the Engineer of Record/CEI.

By: _____, P.E.

SEAL:

Name: _____

Date: _____

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EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

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EXHIBIT E

**PROGRAM SPECIFIC TERMS AND CONDITIONS - AVIATION
AVIATION PROGRAM ASSURANCES**

A. General.

1. The assurances herein shall form an integral part of the Agreement between the Department and the Agency.
2. These assurances delineate the obligations of the Parties to this Agreement to ensure their commitment and compliance with specific provisions of **Exhibit “A”, Project Description and Responsibilities**, and **Exhibit “B”, Schedule of Financial Assistance**, as well as serving to protect public investment in public-use airports and the continued viability of the Florida Aviation System.
3. The Agency shall comply with the assurances as specified in this Agreement.
4. The terms and assurances of this Agreement shall remain in full force and effect throughout the useful life of a facility developed; equipment acquired; or Project items installed within a facility for an airport development or noise compatibility program project, but shall not exceed 20 years from the effective date of this Agreement.
5. There shall be no limit on the duration of the terms and assurances of this Agreement regarding Exclusive Rights and Airport Revenue so long as the property is used as a public airport.
6. There shall be no limit on the duration of the terms and assurances of this Agreement with respect to real property acquired with funds provided by this Agreement.
7. Subject to appropriations, the Department shall continue to comply with its financial commitment to this Project under the terms of this Agreement, until such time as the Department may determine that the Agency has failed to comply with the terms and assurances of this Agreement.
8. An Agency that has been determined by the Department to have failed to comply with either the terms of these Assurances, or the terms of the Agreement, or both, shall be notified, in writing, by the Department, identifying the specifics of the non-compliance and any corrective action by the Agency to remedy the failure.
9. Failure by the Agency to satisfactorily remedy the non-compliance shall absolve the Department's continued financial commitment to this Project and immediately require the Agency to repay the Department the full amount of funds expended by the Department on this Project.
10. Any history of failure to comply with the terms and assurances of an Agreement will jeopardize the Agency's eligibility for further state funding of airport projects by the Department.

B. Agency Compliance Certification.

1. **General Certification.** The Agency hereby certifies, with respect to this Project, it will comply, within its authority, with all applicable, current laws and rules of the State of Florida and applicable local governments, as well as Department policies, guidelines, and requirements, including but not limited to, the following (latest version of each document):
 - a. **Florida Statutes (F.S.)**
 - Chapter 163, F.S., Intergovernmental Programs
 - Chapter 329, F.S., Aircraft: Title; Liens; Registration; Liens
 - Chapter 330, F.S., Regulation of Aircraft, Pilots, and Airports
 - Chapter 331, F.S., Aviation and Aerospace Facilities and Commerce
 - Chapter 332, F.S., Airports and Other Air Navigation Facilities
 - Chapter 333, F.S., Airport Zoning

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- Chapter 73C-41, FAC, Community Planning; Governing the Procedure for the Submittal and Review of Local Government Comprehensive Plans and Amendments
- Chapter 14-60, FAC, Airport Licensing, Registration, and Airspace Protection
- Section 62-256.300, FAC, Open Burning, Prohibitions
- Section 62-701.320(13), FAC, Solid Waste Management Facility Permit Requirements, General, Airport Safety

c. Local Government Requirements

- Airport Zoning Ordinance
- Local Comprehensive Plan

d. Department Requirements

- Eight Steps of Building a New Airport
- Florida Airport Revenue Use Guide
- Florida Aviation Project Handbook
- Guidebook for Airport Master Planning
- Airport Compatible Land Use Guidebook

- 2. Construction Certification.** The Agency hereby certifies, with respect to a construction-related project, that all design plans and specifications will comply with applicable federal, state, local, and professional standards, as well as Federal Aviation Administration (FAA) Advisory Circulars (AC's) and FAA issued waivers thereto, including but not limited to, the following:

a. Federal Requirements

- FAA AC 70/7460-1, Obstruction Marking and Lighting
- FAA AC 150/5300-13, Airport Design
- FAA AC 150/5370-2, Operational Safety on Airports During Construction
- FAA AC 150/5370-10, Standards for Specifying Construction of Airports

b. Local Government Requirements

- Local Building Codes
- Local Zoning Codes

c. Department Requirements

- Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Commonly Referred to as the "Florida Green Book")
- Manual on Uniform Traffic Control Devices
- Section 14-60.007, FAC, Airfield Standards for Licensed Airports
- Standard Specifications for Construction of General Aviation Airports
- Design Guidelines & Minimum Standard Requirements for T-Hangar Projects

- 3. Land Acquisition Certification.** The Agency hereby certifies, regarding land acquisition, that it will comply with applicable federal and/or state policies, regulations, and laws, including but not limited to the following:

a. Federal Requirements

- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
- National Environmental Policy of 1969
- FAA Order 5050.4, National Environmental Policy Act Implementing Instructions for Airport Projects
- FAA Order 5100.37B, Land Acquisition and Relocation Assistance for Airport Projects

b. Florida Requirements

- Chapter 73, F.S., Eminent Domain (re: Property Acquired Through Condemnation)
- Chapter 74, F.S., Proceedings Supplemental to Eminent Domain (re: Condemnation)
- Section 286.23, F.S., Public Business: Miscellaneous Provisions

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C. Agency Authority.

- 1. Legal Authority.** The Agency hereby certifies, with respect to this Agreement, that it has the legal authority to enter into this Agreement and commit to this Project; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the airport sponsor's governing body authorizing this Agreement, including assurances contained therein, and directing and authorizing the person identified as the official representative of the governing body to act on its behalf with respect to this Agreement and to provide any additional information as may be required.
- 2. Financial Authority.** The Agency hereby certifies, with respect to this Agreement, that it has sufficient funds available for that portion of the Project costs which are not paid by the U.S. Government or the State of Florida; that it has sufficient funds available to assure future operation and maintenance of items funded by this Project, which it will control; and that authority has been granted by the airport sponsor governing body to commit those funds to this Project.

D. Agency Responsibilities. The Agency hereby certifies it currently complies with or will comply with the following responsibilities:

1. Accounting System.

- a. The Agency shall create and maintain a separate account to document all of the financial transactions related to the airport as a distinct entity.
- b. The accounting records shall be kept by the Agency or its authorized representative in accordance with Generally Accepted Accounting Principles and in an accounting system that will facilitate an effective audit in accordance with the 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Section 215.97, F.S., Florida Single Audit Act.
- c. The Department has the right to audit and inspect all financial records of the Agency upon reasonable notice.

2. Good Title.

- a. The Agency holds good title, satisfactory to the Department, to the airport or site thereof, or gives assurance, satisfactory to the Department, that good title will be obtained.
- b. For noise compatibility program projects undertaken on the airport sponsor's property, the Agency holds good title, satisfactory to the Department, to that portion of the property upon which state funds will be expended, or gives assurance, satisfactory to the Department, that good title will be obtained.

3. Preserving Rights and Powers.

- a. The Agency shall not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms and assurances of this Agreement without the written approval of the Department. Further, the Agency shall act promptly to acquire, extinguish, or modify, in a manner acceptable to the Department, any outstanding rights or claims of right of others which would interfere with such performance by the Agency.
- b. If an arrangement is made for management and operation of the airport by any entity or person other than the Agency or an employee of the Agency, the Agency shall reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with the terms and assurances of this Agreement.

4. Hazard Removal and Mitigation.

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- a. For airport hazards located on airport controlled property, the Agency shall clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.
- b. For airport hazards not located on airport controlled property, the Agency shall work in conjunction with the governing public authority or private land owner of the property to clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards. The Agency may enter into an agreement with surrounding property owners or pursue available legal remedies to remove potential hazards to air navigation.

5. Airport Compatible Land Use.

- a. The Agency assures that appropriate airport zoning ordinances are in place consistent with Section 333.03, F.S., or if not in place, that it will take appropriate action necessary to ensure local government adoption of an airport zoning ordinance or execution of an interlocal agreement with another local government body having an airport zoning ordinance, consistent with the provisions of Section 333.03, F.S.
- b. The Agency assures that it will disapprove or oppose any attempted alteration or creation of objects, natural or man-made, dangerous to navigable airspace or that would adversely affect the current or future levels of airport operations.
- c. The Agency assures that it will disapprove or oppose any attempted change in local land use development regulations that would adversely affect the current or future levels of airport operations by creation or expansion of airport incompatible land use areas.

6. Consistency with Local Government Plans.

- a. The Agency assures the Project is consistent with the currently existing and planned future land use development plans approved by the local government having jurisdictional responsibility for the area surrounding the airport.
- b. The Agency assures that it has given fair consideration to the interest of local communities and has had reasonable consultation with those parties affected by the Project.
- c. The Agency shall consider and take appropriate actions, if deemed warranted by the Agency, to adopt the current, approved Airport Master Plan into the local government comprehensive plan.

7. Consistency with Airport Master Plan and Airport Layout Plan.

- a. The Agency assures that the project, covered by the terms and assurances of this Agreement, is consistent with the most current Airport Master Plan.
- b. The Agency assures that the Project, covered by the terms and assurances of this Agreement, is consistent with the most current, approved Airport Layout Plan (ALP), which shows:
 - 1) The boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Agency for airport purposes and proposed additions thereto;
 - 2) The location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; and
 - 3) The location of all existing and proposed non-aviation areas on airport property and of all existing improvements thereon.

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- c. The Agency assures that it will not make or permit any changes or alterations on the airport or any of its facilities that are not consistent with the Airport Master Plan and the Airport Layout Plan, as approved by the Department.
- d. Original Airport Master Plans and Airport Layout Plans and each amendment, revision, or modification thereof, will be subject to the approval of the Department.

8. Airport Financial Plan.

- a. The Agency assures that it will develop and maintain a cost-feasible Airport financial plan to accomplish the projects necessary to achieve the proposed airport improvements identified in the Airport Master Plan and depicted in the Airport Layout Plan, and any updates thereto. The Agency's Airport financial plan must comply with the following conditions:
 - 1) The Airport financial plan will be a part of the Airport Master Plan.
 - 2) The Airport financial plan will realistically assess project phasing considering availability of state and local funding and likelihood of federal funding under the FAA's priority system.
 - 3) The Airport financial plan will not include Department funding for projects that are inconsistent with the local government comprehensive plan.
- b. All Project cost estimates contained in the Airport financial plan shall be entered into and kept current in the Florida Aviation Database (FAD) Joint Automated Capital Improvement Program (JACIP) website.

- 9. Airport Revenue.** The Agency assures that all revenue generated by the airport will be expended for capital improvement or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the air transportation of passengers or property, or for environmental or noise mitigation purposes on or off the airport.

10. Fee and Rental Structure.

- a. The Agency assures that it will maintain a fee and rental structure for facilities and services at the airport that it will make the airport as self-sustaining as possible under the circumstances existing at the particular airport.
- b. If this Agreement results in a facility that will be leased or otherwise produce revenue, the Agency assures that the price charged for that facility will be based on the market value.

11. Public-Private Partnership for Aeronautical Uses.

- a. If the airport owner or operator and a person or entity that owns an aircraft or an airport tenant or potential tenant agree that an aircraft hangar or tenant-specific facility, respectively, is to be constructed on airport property for aircraft storage or tenant use at the expense of the aircraft owner or tenant, the airport owner or operator may grant to the aircraft owner or tenant of the facility a lease that is subject to such terms and conditions on the facility as the airport owner or operator may impose, subject to approval by the Department.
- b. The price charged for said lease will be based on market value, unless otherwise approved by the Department.

12. Economic Nondiscrimination.

- a. The Agency assures that it will make the airport available as an airport for public use on reasonable terms without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public.
 - 1) The Agency may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

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- 2) The Agency may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

- b. The Agency assures that each airport Fixed-Based Operator (FBO) shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other FBOs making the same or similar uses of such airport and utilizing the same or similar facilities.

13. Air and Water Quality Standards. The Agency assures that all projects involving airport location, major runway extension, or runway location will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards.

14. Operations and Maintenance.

- a. The Agency assures that the airport and all facilities, which are necessary to serve the aeronautical users of the airport, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable federal and state agencies for maintenance and operation, as well as minimum standards established by the Department for State of Florida licensing as a public-use airport.
 - 1) The Agency assures that it will not cause or permit any activity or action thereon which would interfere with its use for airport purposes.
 - 2) Except in emergency situations, any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Department.
 - 3) The Agency assures that it will have arrangements for promptly notifying airmen of any condition affecting aeronautical use of the airport.
- b. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when adverse weather conditions interfere with safe airport operations.

15. Federal Funding Eligibility.

- a. The Agency assures it will take appropriate actions to maintain federal funding eligibility for the airport and it will avoid any action that renders the airport ineligible for federal funding.
- b. If the Agency becomes ineligible for federal funding of airport projects, such determination will render the Agency ineligible for state funding of airport projects.

16. Project Implementation.

- a. The Agency assures that it will begin making expenditures or incurring obligations pertaining to this Project within one year after the effective date of this Agreement.
- b. The Agency may request a one-year extension of this one-year time period, subject to approval by the Department District Secretary or designee.
- c. Failure of the Agency to make expenditures, incur obligations or receive an approved extension may allow the Department to terminate this Agreement.

17. Exclusive Rights. The Agency assures that it will not permit any exclusive right for use of the airport by any person providing, or intending to provide, aeronautical services to the public.

18. Airfield Access.

- a. The Agency assures that it will not grant or allow general easement or public access that opens onto or crosses the airport runways, taxiways, flight line, passenger facilities, or any area used for emergency

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equipment, fuel, supplies, passengers, mail and freight, radar, communications, utilities, and landing systems, including but not limited to flight operations, ground services, emergency services, terminal facilities, maintenance, repair, or storage, except for those normal airport providers responsible for standard airport daily services or during special events at the airport open to the public with limited and controlled access.

- b. The Agency assures that it will not grant or allow general easement or public access to any portion of the airfield from adjacent real property which is not owned, operated, or otherwise controlled by the Agency without prior Department approval.

19. Retention of Rights and Interests. The Agency will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the real property shown as airport owned or controlled on the current airport layout plan without prior written approval by the Department. It will not sell, lease, encumber, terminate, waive, or otherwise transfer or dispose of any part of its title, rights, or other interest in existing noise easements or aviation easements on any property, airport or non-airport, without prior written approval by the Department. These assurances shall not limit the Agency's right to lease airport property for airport-compatible purposes.

20. Consultant, Contractor, Scope, and Costs.

- a. The Department has the right to disapprove the Agency's employment of consultants, contractors, and subcontractors for all or any part of this Project if the specific consultants, contractors, or subcontractors have a record of poor project performance with the Department.
- b. Further, the Department maintains the right to disapprove the proposed Project scope and cost of professional services.

21. Planning Projects. For all planning projects or other aviation studies, the Agency assures that it will:

- a. Execute the project per the approved project narrative or with approved modifications.
- b. Furnish the Department with such periodic project and work activity reports as indicated in the approved scope of services.
- c. Make such project materials available for public review, unless exempt from public disclosure.
 - 1) Information related to airport security is considered restricted information and is exempt from public dissemination per Sections 119.071(3) and 331.22 F.S.
 - 2) No materials prepared under this Agreement shall be subject to copyright in the United States or any other country.
- d. Grant the Department unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this Agreement.
- e. If the Project involves developing an Airport Master Plan or an Airport Layout Plan, and any updates thereto, it will be consistent with provisions of the Florida Aviation System Plan, will identify reasonable future growth of the airport and the Agency will comply with the Department airport master planning guidebook, including:
 - 1) Provide copies, in electronic and editable format, of final Project materials to the Department, including computer-aided drafting (CAD) files of the Airport Layout Plan.
 - 2) Develop a cost-feasible financial plan, approved by the Department, to accomplish the projects described in the Airport Master Plan or depicted in the Airport Layout Plan, and any updates thereto. The cost-feasible financial plan shall realistically assess Project phasing considering availability of state and local funding and federal funding under the FAA's priority system.
 - 3) Enter all projects contained in the cost-feasible plan in the Joint Automated Capital Improvement Program (JACIP).

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- f. The Agency understands and agrees that Department approval of this Agreement or any planning material developed as part of this Agreement does not constitute or imply any assurance or commitment on the part of the Department to approve any pending or future application for state aviation funding.
- g. The Agency will submit master planning draft and final deliverables for Department and, if required, FAA approval prior to submitting any invoices to the Department for payment.

22. Land Acquisition Projects. For the purchase of real property, the Agency assures that it will:

- a. **Laws.** Acquire the land in accordance with federal and/or state laws governing such action.
- b. **Administration.** Maintain direct control of Project administration, including:
 - 1) Maintain responsibility for all related contract letting and administrative procedures related to the purchase of real property.
 - 2) Secure written Department approval to execute each agreement for the purchase of real property with any third party.
 - 3) Ensure a qualified, State-certified general appraiser provides all necessary services and documentation.
 - 4) Furnish the Department with a projected schedule of events and a cash flow projection within 20 calendar days after completion of the review appraisal.
 - 5) Establish a Project account for the purchase of the land.
 - 6) Collect and disburse federal, state, and local project funds.
- c. **Reimbursable Funds.** If funding conveyed by this Agreement is reimbursable for land purchase in accordance with Chapter 332, F.S., the Agency shall comply with the following requirements:
 - 1) The Agency shall apply for a FAA Airport Improvement Program grant for the land purchase within 60 days of executing this Agreement.
 - 2) If federal funds are received for the land purchase, the Agency shall notify the Department, in writing, within 14 calendar days of receiving the federal funds and is responsible for reimbursing the Department within 30 calendar days to achieve normal project federal, state, and local funding shares per Chapter 332, F.S.
 - 3) If federal funds are not received for the land purchase, the Agency shall reimburse the Department within 30 calendar days after the reimbursable funds are due in order to achieve normal project state and local funding shares as described in Chapter 332, F.S.
 - 4) If federal funds are not received for the land purchase and the state share of the purchase is less than or equal to normal state and local funding shares per Chapter 332, F.S., when reimbursable funds are due, no reimbursement to the Department shall be required.
- d. **New Airport.** If this Project involves the purchase of real property for the development of a new airport, the Agency assures that it will:
 - 1) Apply for federal and state funding to construct a paved runway, associated aircraft parking apron, and connecting taxiway within one year of the date of land purchase.
 - 2) Complete an Airport Master Plan within two years of land purchase.
 - 3) Complete airport construction for basic operation within 10 years of land purchase.
- e. **Use of Land.** The Agency assures that it shall use the land for aviation purposes in accordance with the terms and assurances of this Agreement within 10 years of acquisition.
- f. **Disposal of Land.** For the disposal of real property the Agency assures that it will comply with the following:
 - 1) For land purchased for airport development or noise compatibility purposes, the Agency shall, when the land is no longer needed for such purposes, dispose of such land at fair market value and/or make available to the Department an amount equal to the state's proportionate share of its market value.

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- 2) Land will be considered to be needed for airport purposes under this assurance if:
 - a) It serves aeronautical purposes such as a runway protection zone or as a noise buffer.
 - b) Revenue from uses of such land contributes to airport financial self-sufficiency.
- 3) Disposition of land under Sections D.22.f.1. or D.22.f.2. of this Exhibit, above, shall be subject to retention or reservation of any interest or right therein needed to ensure such land will only be used for purposes compatible with noise levels related to airport operations.
- 4) Revenues from the sale of such land must be accounted for as outlined in Section D.1. of this Exhibit, and expended as outlined in Section D.9. of this Exhibit.

23. Construction Projects. The Agency assures that it will:

a. Project Certifications. Certify Project compliances, including:

- 1) Consultant and contractor selection comply with all applicable federal, state and local laws, rules, regulations, and policies.
- 2) All design plans and specifications comply with federal, state, and professional standards and applicable FAA advisory circulars, as well as the minimum standards established by the Department for State of Florida licensing as a public-use airport.
- 3) Completed construction complies with all applicable local building codes.
- 4) Completed construction complies with the Project plans and specifications with certification of that fact by the Project Engineer.

b. Design Development. For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, which are hereinafter collectively referred to as "plans", the Engineer will certify that:

- 1) The plans shall be developed in accordance with sound engineering and design principles, and with generally accepted professional standards.
- 2) The plans shall be consistent with the intent of the Project as defined in Exhibit A and Exhibit B of this Agreement.
- 3) The Project Engineer shall perform a review of the certification requirements listed in Section B.2. of this Exhibit, Construction Certification, and make a determination as to their applicability to this Project.
- 4) Development of the plans shall comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

c. Inspection and Approval. The Agency assures that:

- 1) The Agency will provide and maintain competent technical supervision at the construction site throughout the Project to assure that the work conforms to the plans, specifications, and schedules approved by the Department, as applicable, for the Project.
- 2) The Agency assures that it will allow the Department to inspect the work and that it will provide any cost and progress reporting, as may be required by the Department.
- 3) The Agency assures that it will take the appropriate corrective action necessary, as required by the Department, for work which does not conform to the Department standards.

d. Pavement Preventive Maintenance. The Agency assures that for a project involving replacement or reconstruction of runway or taxiway pavement it has implemented an airport pavement maintenance management program and that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with state financial assistance at the airport.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS

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24. Noise Mitigation Projects. The Agency assures that it will:

- a. Government Agreements.** For all noise compatibility projects that are carried out by another unit of local government or are on property owned by a unit of local government other than the Agency, the Agency shall enter into an agreement with that government body.
 - 1)** The local agreement, satisfactory to the Department, shall obligate the unit of local government to the same terms and assurances that apply to the Agency.
 - 2)** The Agency assures that it will take steps to enforce the local agreement if there is substantial non-compliance with the terms of the local agreement.
- b. Private Agreements.** For noise compatibility projects on privately owned property:
 - 1)** The Agency shall enter into an agreement with the owner of that property to exclude future actions against the airport.
 - 2)** The Agency assures that it will take steps to enforce such agreement if there is substantial non-compliance with the terms of the agreement.

- End of Exhibit E -

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS

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EXHIBIT F

Contract Payment Requirements
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and/or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
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EXHIBIT G

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~

Awarding Agency: Florida Department of Transportation

State Project Title: Aviation Grant Program

CSFA Number: 55.004

***Award Amount:** \$80,000

*The award amount may change with amendments

Specific project information for CSFA Number 55.004 is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.004 are provided at:
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2020-136
Grant Agreement - Florida Department of Transportation (FDOT)

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2020-136

SYNOPSIS: Under Resolution 2019-192, the City Commission previously accepted the first phase of grant funding from the Florida Department of Transportation (FDOT), in the amount of \$230,000 with a 50% matching requirement, for the design and construction of new hangars at the Fernandina Beach Municipal Airport. This proposed Grant Agreement Amendment #434909-1-94-21 will provide an additional \$514,426 in grant funding providing for a total allowable project cost of \$1,258,852 with a 50% match requirement from the Airport Fund.

This agreement is consistent with the Airport 5-year Capital Improvement Plan, and the project is funded within the upcoming fiscal year. The design work for this project is near complete, and staff anticipates that an Invitation to Bid for this project will be released in the Fall with construction to follow. The current design includes construction of six new individual hangar units on Airport property. The Airport currently has seventy individuals on its hangar waiting list.

This project and associated has grant has been discussed with the Airport Advisory Commission (AAC) and AAC members voiced support for the project and grant.

FISCAL IMPACT: The City will pay for the design and construction of hangars under this project with funds from the Airport Improvements account, 420 56300, and will be reimbursed at a rate of 50% by FDOT for eligible project components.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2020-136.

Nicole Bednar, Administrative Services Manager	9/3/2020
Dale L. Martin, City Manager	9/3/2020
Pauline Testagrose, Comptroller	9/3/2020
Tammi E. Bach, City Attorney	9/3/2020
Katie Newton, Legal Assistant	9/4/2020

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

Date: August 18, 2020

Submitted By: Nathan Coyle, Airport Director

COMMISSION ACTION: Adopt

RESOLUTION 2020-136

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AUTHORIZING PUBLIC TRANSPORTATION GRANT AGREEMENT (PTG) #434909-1-94-21 WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) PROVIDING ADDITIONAL FUNDING FOR THE DESIGN AND CONSTRUCTION OF HANGARS AT THE FERNANDINA BEACH MUNICIPAL AIRPORT; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fernandina Beach previously accepted the first phase of funding in the amount of \$115,000 from FDOT for the design and construction of hangars at the Fernandina Beach Municipal Airport; and

WHEREAS, the Public Transportation Grant Agreement #434909-1-94-21 amends the original grant agreement and provides an additional \$514,426 in grant funding resulting in a total allowable project expense of \$1,258,852 with a 50% matching component from the Airport Fund; and

WHEREAS, funding for the project is included in the Fiscal Year 20/21 Capital Improvement Plan and Airport Improvements account, 420 56300.

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

SECTION 1. The City Commission hereby authorizes FDOT Public Transportation Grant #434909-1-94-21, attached hereto as Exhibit "A", providing a total allowable project expense of \$1,258,852, with a matching requirement of 50% from the Airport Fund, for the design and construction of hangars at the Fernandina Beach Municipal Airport.

SECTION 2. The City Manager and City Clerk are hereby authorized to execute the FDOT grant agreement, upon review of the City Attorney.

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

ADOPTED this 15th day of September, 2020.

CITY OF FERNANDINA BEACH

John A. Miller
Commissioner - Mayor

ATTEST:

APPROVED AS TO FORM & LEGALITY:



Caroline Best
City Clerk

Tammi E. Bach
City Attorney



Florida Department of Transportation

RON DESANTIS
GOVERNOR

2198 Edison Avenue, MS 2806
Jacksonville, Florida 32204

KEVIN J. THIBAUT, P.E.
SECRETARY

DATE: August 18, 2020

TO: Nathan Coyle
Airport Director
City of Fernandina Beach
700 Airport Road
Fernandina Beach FL, 32034

FROM: Kyle Coffman
District Freight & Logistics Supervisor
Florida Department of Transportation District Two

SUBJECT: Amendment to Public Transportation Grant Agreement for Execution
Financial Project No. 434909-1-94-21; Contract No. G1G99

Please see the attached Amendment to Public Transportation Grant Agreement which adds additional funding to the design and construction of hangars project at Fernandina Beach Airport. Please print and execute two copies of the attached agreement and return to my office along with a copy of the City Commission's resolution for final review, encumbrance of funding, and execution by FDOT

Should you require additional information or a meeting with Department representatives please contact me at (904) 360-5686.

Sincerely,

Kyle Coffman

Kyle Coffman
District Freight & Logistics Supervisor
P: 904-360-5686
Kyle.Coffman@dot.state.fl.us
2198 Edison Ave, MS 2806
Jacksonville FL 32204-2730

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
AMENDMENT TO THE PUBLIC TRANSPORTATION
GRANT AGREEMENT

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___ *Additional Exhibit(s):

4. Project Cost.

The estimated total cost of the Project is X increased/ ___ decreased by \$1,028,852 bringing the revised total cost of the project to \$1,258,852.

The Department's participation is X increased/ ___ decreased by \$514,426. The Department agrees to participate in the Project cost up to the maximum amount of \$629,426, and, additionally the Department's participation in the Project shall not exceed 50.00% of the total eligible cost of the Project.

Except as modified, amended, or changed by this Amendment, all of the terms and conditions of the Agreement and any amendments thereto shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment on the day and year written above.

AGENCY City of Fernandina
Beach

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

Name: Dale L Martin

Title: Fernandina Beach City Manager

By: _____

Name: James M. Knight, P.E.

Title: Urban Planning and Modal Administrator

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

Legal Review: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 02/20

EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): Fernandina Beach Apt. Design & Construct T-Hangars

B. Project Location (limits, city, county, map): Fernandina Beach Municipal Airport/Fernandina Beach, FL/Nassau

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): As required by 215.971, F.S., this scope of work includes but is not limited to consultant and design fees, survey and geotechnical costs, permitting, construction inspection and material testing costs, mobilization and demobilization, maintenance of traffic, erosion control, demolition, pavement (access roadways, parking lots, and sidewalks), drainage, utilities, primary and back-up power supplies, buildings (foundation, structure, roof, MEP, drainage, fire prevention, and protection), pavement marking, lighting and signage, fencing and gates, landscaping (including outdoor lighting), and indoor/outdoor security systems, including all materials, equipment, labor, and incidentals required to complete the T-Hangar project. The Sponsor will comply with Aviation Program Assurances.

D. Deliverable(s): Design and construct hangars to accommodate the growing based aircraft demand at the airport.

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

E. Unallowable Costs (including but not limited to): Travel

F. Transit Operating Grant Requirements (Transit Only):

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
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EXHIBIT B

Schedule of Financial Assistance

FUNDS AWARDED TO THE AGENCY AND REQUIRED MATCHING FUNDS PURSUANT TO THIS AGREEMENT
CONSIST OF THE FOLLOWING:

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
434909-1-94-21	DDR	088719	2020	751000	55.004	Aviation Grant Program	\$15,000
434909-1-94-21	DPTO	088719	2021	751000	55.004	Aviation Grant Program	\$514,426
434909-1-94-21	DPTO	088719	2020	751000	55.004	Aviation Grant Program	\$100,000
434909-1-94-21	LF	088719	2020	751000	55.004	Aviation Grant Program	\$115,000
434909-1-94-21	LF	088719	2021	751000	55.004	Aviation Grant Program	\$514,426
Total Financial Assistance							\$1,258,852

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Planning	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Environmental/Design/Construction	\$629,426	\$629,426	\$0	\$1,258,852	50.00	50.00	0.00
Capital Equipment	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Match to Direct Federal Funding	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Mobility Management (Transit Only)	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Totals	\$629,426	\$629,426	\$0	\$1,258,852			

*Shifting items between these grant phases requires execution of an Amendment to the Public Transportation Grant Agreement.

BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category (grant phase) has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Kyle Coffman

Department Grant Manager Name

Signature

Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 02/20

EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 02/20

EXHIBIT G

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~

Awarding Agency: Florida Department of Transportation

State Project Title: Aviation Grant Program

CSFA Number: 55.004

***Award Amount:** \$629,426

*The award amount may change with amendments

Specific project information for CSFA Number 55.004 is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.004 are provided at:
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2020-137
Grant Agreement - Florida Department of Transportation (FDOT)

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2020-137

SYNOPSIS: The attached Supplemental Joint Participation Agreement provides supplemental funding, in the amount of 105,574, for the rehabilitation of the Airport's fuel farm. The City of Fernandina Beach previously approved two separate grant agreements for this project that provided for a total allowable project cost of \$343,750 with a 20% matching requirement from the airport fund. This supplemental grant increases the allowable project cost to \$531,968 with a 20% matching requirement from the Airport fund.

The City Commission previously awarded contracts for design, construction, and construction administration services related to this project. This supplemental grant agreement provides sufficient grant funding to fund 80% of all anticipated project costs for rehabilitation of the Airport's fuel farm.

This project is consistent with the Airport 5-year CIP and is budgeted in the current fiscal year, as well as Fiscal Year 20/21. The project is expected to be completed by the end of November, 2020.

This project and associated has grant has been discussed with the Airport Advisory Commission (AAC) and AAC members voiced support for the project and grant.

FISCAL IMPACT: The proposed expense for this project is included in the Airport Improvements account, 420 56300, in the FY 2019/2020 and 2020/2021 Budgets, and 80% of project cost would be reimbursed under this grant agreement.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2020-137.

Nicole Bednar, Administrative Services Manager	9/3/2020
Dale L. Martin, City Manager	9/3/2020
Pauline Testagrose, Comptroller	9/3/2020
Tammi E. Bach, City Attorney	9/3/2020

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

Date: August 25, 2020

Submitted By: Nathan Coyle, Airport Director

COMMISSION ACTION: Adopt

RESOLUTION 2020-137

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AUTHORIZING A SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT #438035-1-94-21 WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR THE REHABILITATION OF THE FUEL FARM AT THE FERNANDINA BEACH MUNICIPAL AIRPORT; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fernandina Beach has previously accepted two grant agreements from FDOT for rehabilitation of the Airport's fuel farm, and this supplemental grant agreement provides a final allotment of funding for this same project; and

WHEREAS, this supplemental grant agreement increases grant funding from FDOT in the amount of \$105,574 resulting in a total allowable project cost of \$531,968 with a 20% matching requirement from the Airport Fund; and

WHEREAS, this project is consistent with the Airport Five-Year Capital Improvement Plan and included in the Airport Improvements account, 420 56300, in the proposed FY 2020/2021 Budget.

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

SECTION 1. The City Commission hereby authorizes FDOT Supplemental Joint Participation Agreement #438035-1-94-21, attached hereto as Exhibit "A", for a total project cost in the amount of \$531,968, with a 20% match from the Airport Fund for rehabilitation of the fuel farm at the Fernandina Beach Municipal Airport.

SECTION 2. The City Manager and City Clerk are hereby authorized to execute the FDOT grant agreement, upon review of the City Attorney.

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

ADOPTED this 15th day of September, 2020.

CITY OF FERNANDINA BEACH

John A. Miller
Commissioner - Mayor

ATTEST:

APPROVED AS TO FORM & LEGALITY:



Caroline Best
City Clerk

Tammi E. Bach
City Attorney



Florida Department of Transportation

RON DESANTIS
GOVERNOR

2198 Edison Avenue, MS 2806
Jacksonville, Florida 32204

KEVIN J. THIBAUT, P.E.
SECRETARY

DATE: August 25, 2020

TO: Nathan Coyle
Airport Director
City of Fernandina Beach
700 Airport Road
Fernandina Beach FL, 32034

FROM: Kyle Coffman
District Freight & Logistics Supervisor
Florida Department of Transportation District Two

SUBJECT: Supplemental Joint Participation Agreement for Execution
Financial Project No. 438035-1-94-21; Contract No. G0Z26

Please see the attached Supplemental Joint Participation Agreement which provides additional funding for the design and construction of the Fuel Farm at Fernandina Beach Airport. Please print and execute two copies of the attached agreement and return to my office along with a copy of the City Commission's resolution for final review, encumbrance of funding, and execution by FDOT.

Should you require additional information or a meeting with Department representatives please contact me at (904) 360-5686.

Sincerely,

A handwritten signature in black ink that reads "Kyle Coffman".

Kyle Coffman
District Freight & Logistics Supervisor
P: 904-360-5686
Kyle.Coffman@dot.state.fl.us
2198 Edison Ave, MS 2806
Jacksonville FL 32204-2730

SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT

Number: 2Page 1 of 5

Financial Project No(s): <u>438035-1-94-21</u>	Fund: <u>DPTO</u>	FLAIR Category: <u>088719</u>
	Function: <u>215</u>	Object Code: <u>751000</u>
(item-segment-phase-sequence)	Federal No.: _____	Org. Code: <u>55022020228</u>
Contract No.: <u>G0Z26</u>	DUNS No.: <u>80-939-7102</u>	Vendor No.: <u>VF596000317019</u>
Catalog of Federal Domestic Assistance Number: _____	Catalog of State Financial Assistance Number: <u>55.004</u>	
CFDA Title: _____	CSFA Title: <u>Aviation Grant Program</u>	

THIS AGREEMENT, made and entered into on _____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter referred to as the Department,

and City of Fernandina Beach, 700 Airport Road, Fernandina Beach, FL 32034

hereinafter referred to as Agency.

WITNESSETH:

WHEREAS, the Department and the Agency heretofore on 08/24/2018, entered into a Joint Participation Agreement; and

WHEREAS, the Agency desires to accomplish certain project items as outlined in the Attachment "A" appended hereto; and

WHEREAS, the Department desires to participate in all eligible items for this project as outlined in Attachment "A" for a total Department Share of \$425,574.00.

NOW, THEREFORE THIS INDENTURE WITNESSETH: that for and in consideration of the mutual benefits to flow from each to the other, the parties hereto agree that the above described Joint Participation Agreement is to be amended and supplemented as follows:

1.0 Project Description: The project description is amended

This project is amended to add additional to cover a funding shortfall due to bids coming in over estimate & fully fund construction of the fuel farm at Fernandina Beach Municipal Airport. This agreement shall commence upon full execution by both parties and continue through December 31, 2021.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT

725-030-07
PUBLIC TRANSPORTATION
12/18

Page 2 of 5

2.00 Project Cost:

Paragraph 3.00 of said Agreement is ☒ increased / ☐ decreased by \$131,968.00

bringing the revised total cost of the project to \$531,968.00.

Paragraph 4.00 of said Agreement is ☒ increased/ ☐ decreased by \$105,574.00

bringing the Department's revised total cost of the project to \$425,574.00.

3.00 Amended Exhibits:

Exhibit(s) B of said Agreement is amended by Attachment "A".

4.00 Contract Time:

Paragraph 16.00 of said Agreement 12/31/2021.

5.00 E-Verify

Vendors/Contractors:

1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and
2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

Financial Project No(s): 438035-1-94-21

Contract No. G0Z26

Agreement Date: _____

Except as hereby modified, amended or changed, all other terms of said Agreement dated August 24, 2018 and any subsequent supplements shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first above written.

AGENCY

FDOT

City of Fernandina Beach
AGENCY NAME

See attached Encumbrance Form for date of Funding
Approval by Comptroller

SIGNATORY (PRINTED OR TYPED)

LEGAL REVIEW
DEPARTMENT OF TRANSPORTATION

SIGNATURE

James M Knight, PE

DEPARTMENT OF TRANSPORTATION

TITLE

Urban Planning & Modal Administrator
TITLE

Financial Project No(s): 438035-1-94-21

Contract No. G0Z26

Agreement Date: _____

ATTACHMENT "A"
SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT

This Attachment forms an integral part of that certain Supplemental Joint Participation Agreement between the State of Florida, Department of Transportation and City of Fernandina Beach, 700 Airport Road, Fernandina Beach, FL 32034 dated August 24, 2018.

DESCRIPTION OF SUPPLEMENT (Include justification for cost change):

This project is amended to add additional to cover a funding shortfall due to bids coming in over estimate & fully fund construction of the fuel farm at Fernandina Beach Municipal Airport. This agreement shall commence upon full execution by both parties and continue through December 31, 2021.

I.	<u>Project Cost:</u>	<u>As Approved</u>	<u>As Amended</u>	<u>Net Change</u>
		\$400,000.00	\$531,968.00	\$131,968.00
	Total Project Cost	\$400,000.00	\$531,968.00	\$131,968.00
II.	<u>Fund Participation:</u>	<u>As Approved</u>	<u>As Amended</u>	<u>Net Change</u>
	Department:	\$320,000.00	\$425,574.00	\$105,574.00
	Agency:	\$80,000.00	\$106,394.00	\$26,394.00
	Total Project Cost	\$400,000.00	\$531,968.00	\$131,968.00

Comments:

III. MULTI-YEAR OR DEFERRED REIMBURSEMENT PROJECT FUNDING

If a project is a multi-year or prequalified project subject to paragraphs 4.10 and 17.20 of this agreement, funds are programmed in the Department's Work program in the following fiscal year(s):

FY2019	\$45,000.00	FY	\$
FY2020	\$275,000.00	FY	\$
FY2021	\$105,574.00	FY	\$
FY	\$	FY	\$
FY	\$	FY	\$
FY	\$	FY	\$
FY	\$	FY	\$
FY	\$	FY	\$
FY	\$	FY	\$
FY	\$	FY	\$

Project years may be advanced or deferred subject to Legislative appropriation or availability of funds.

Special Considerations

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2020-138
FY 2020/2021 Purchase Approval – City Vehicles and Equipment

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2020-138

SYNOPSIS: The Fleet Division requests City Commission approval to execute the vehicle purchase plan for FY 2020/2021 (see Exhibit “A”) upon adoption of the FY 2020/2021 Budget tentatively scheduled for September 22, 2020. All proposed vehicle and equipment purchases comply with the Vehicle Use Policy and all proposed purchases are available through pre-approved contracts for government use (Florida Sheriff’s Association, Florida State Contract, Sourcewell, etc.).

City Commission approval is required as these lump sum purchases will exceed the City Manager’s authority limit. The proposed amounts are an approximation and these amounts include the vehicles, equipment, and related accessories. Vehicles and equipment will be ordered as soon as the budget is approved in an effort to secure existing contract pricing and to get orders in before larger neighboring agencies.

Staff requests City Commission authorization to proceed with these purchases as presented.

FISCAL IMPACT: Funds have been allocated in the various departmental equipment budgets (see Exhibit "A").

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2020-138.

Jeremiah Glisson, Fleet & Facilities Maintenance Director	8/19/2020
Nicole Bednar, Administrative Services Manager	9/1/2020
Dale L. Martin, City Manager	9/3/2020
Pauline Testagrose, Comptroller	9/3/2020
Tammi E. Bach, City Attorney	9/3/2020
Katie Newton, Legal Assistant	9/3/2020

Date: December 19, 2019

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION: Adopt

RESOLUTION 2020-138

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING THE PURCHASE OF VEHICLES, EQUIPMENT, AND RELATED ACCESSORIES, FOR THE CITY FLEET FOR FISCAL YEAR 2020/2021; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Fleet Maintenance Division requests City Commission approval to execute orders for vehicles, equipment, and related accessories for Fiscal Year 2020/2021 as outlined in the Fleet Purchase Plan and as budgeted in the appropriate departmental accounts; and

WHEREAS, prices outlined in the purchasing plan are approximations and purchasing will be done through pre-approved contracts for government use (Florida Sheriff's Association, Florida State Contract, Sourcewell, etc.); and

WHEREAS, vehicle, equipment, and related accessories purchases will occur as soon as the new Fiscal Year begins in an effort to get ahead of larger neighboring agencies. These purchases comply with the Vehicle Use Policy and were approved during the budget process; and

WHEREAS, funds have been allocated in the appropriate departmental equipment budgets for Fiscal Year 2020/2021 (see Exhibit "A").

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

SECTION 1. The City Commission hereby approves the purchase of vehicles, equipment, and related accessories for the City fleet for Fiscal Year 2020/2021.

SECTION 2. The City Manager and City Clerk are hereby authorized to execute all documentation pertaining to these purchases, upon the review and approval of the City Attorney.

SECTION 3. This Resolution is effective immediately upon passage of the Fiscal Year 2020/2021 Budget tentatively scheduled for September 22, 2020.

ADOPTED this 15th day of September, 2020.

CITY OF FERNANDINA BEACH

John A. Miller
Commissioner - Mayor

ATTEST:

APPROVED AS TO FORM AND LEGALITY:



Caroline Best
City Clerk

Tammi E. Bach
City Attorney

Resolution 2020-138
Exhibit "A"

2020/2021 Fleet Purchase/Surplus Plan						
Department	Account #	Recommended action	Est age/mileage/hrs	Budget \$	Repl.	Addit.
POLICE	0012100 56400	Replace #34 (2010 Dodge Journey)	11yrs/115k miles	\$40,000	X	
	0012100 56400	Replace #55 (2013 Ford F-150)	8yrs/155k mls	\$45,000	X	
	190 56400	Replace #83 (2011 Ford Expedition) with Tahoe or equiv	10yrs/95k mls	\$65,000	X	
	110 56400	Replace #58 (2013 Taurus) with Tahoe or equiv	8yrs/50k mls	\$65,000	X	
BEACH RANGERS	0012101 56400	Replace #17 (2015 Polaris Razor 900)	6yrs/1400hrs	\$20,000	X	
FIRE RESCUE		Replace #120 (2009 Ford Escape) with F-150 or equiv	11yrs/80k mls	\$40,000	X	
	3002200 56400	Replace #104 (Rescue 3, 2012 International) with Dodge 5500 rescue	9yrs/6000hrs	\$265,000	X	
OCEAN RESCUE		Replace #142 (2005 Ford F-150) with #1301 from Water	16yrs/155k mls	\$0	X	
		Purchase additional ski for rescue operations		\$12,000		X
RECREATION	0017200 56400	Replace #249 (2008 Ford 15 pass van) with equivalent	13yrs/75k mls	\$30,000	X	
		Replace #290 (2008 Ford Escape) with equivalent	13yrs/65k mls	\$25,000	X	
	0017200 56400	Replace #245 (2001 International school bus) with used equivalent		\$30,000	X	
PARKS		Replace #554 (2015 Grasshopper mower) with equivalent	6yrs/1400hrs	\$12,000	X	
		Replace #586 (2004 equipment trailer) with equivalent	17yrs	\$5,000	X	
	0017210 56400	Replace #560 (2007 Kubota L2800) with equivalent	14yrs/1250hrs	\$35,000	X	
		Purchase Dakota 410 pull-behind spreader	N/A	\$16,000		X
		Purchase additional zero-turn mower	N/A	\$12,000		X
		Purchase articulating man lift	N/A	\$35,000		X
STORMWATER	470 56400	Replace #1598 (2007 Vac-con vacuum truck) with equivalent	14yrs/1910hrs	\$425,000	X	
FACILITIES		Replace #909 (2005 Equipment trailer) with equivalent	16yrs	\$5,000	X	
STREETS	3004100 56400	Replace #490 (2005 Altec bucket truck) with used equivalent	16yrs/4100hrs	\$75,000	X	
		Replace #410 (2010 Caterpillar 287D skid steer) with equivalent	11yrs/3200hrs	\$80,000	X	
	0014100 56400	Replace #426 (2010 Ford F-150) with F-250 or equivalent	11yrs/50k mls	\$30,000	X	
GOLF	410 56400	Grounds maintenance equipment - TBD	N/A	\$75,000	X	
PLANNING		Purchase Ford Ranger or equivalent for arborist position	N/A	\$25,000		X
WASTEWATER	450 56400	Replace #341 (2006 equipment trailer) with equivalent	15yrs	\$6,000	X	
		Replace #342 (2007 equipment trailer) with equivalent	14yrs	\$6,000	X	
	450 56400	Replace lift station generators - TBD	Varies	\$100,000	X	
WATER	460 56400	Replace #1300 (2011 Ford Escape) with F-150 or equivalent	10yrs/55k mls	\$32,000	X	
	460 56400	Replace #1325 (2013 Ford F-150) with equivalent	8yrs/125k mls	\$35,000	X	
	460 56400	Replace #1301 (2015 Ford F-150) with equivalent	6yrs/110k mls	\$32,000	X	
		Purchase skid-steer w/trailer	N/A	\$70,000		X
AIRPORT	420 56400	Replace #1705 (2005 Runway closure lights)	16yrs	\$30,000	X	
		Enterprise Fund Total		\$735,000		
		General Fund Total		\$700,000		
		Grand Total		\$1,435,000		

**** Initial plan total ****

\$1,778,000

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2020-139
Code Enforcement Fine Reduction and Release of Lien - Wayne York and Betty York

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2020-139

SYNOPSIS: Betty York is requesting a reduction of 0-10% of the total lien on her property located at 731 6th Street. Ms. York contends she never received notice of the violation and they do not live at the address.

FISCAL IMPACT: The payment amount approved by the City Commission will be deposited into the General Fund Code Enforcement Fees & Fines account, 001 32900.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2020-139.

Michelle Forstrom, Code Enforcement Director	8/19/2020
Nicole Bednar, Administrative Services Manager	9/2/2020
Dale L. Martin, City Manager	9/3/2020
Pauline Testagrose, Comptroller	9/3/2020
Tammi E. Bach, City Attorney	9/3/2020
Katie Newton, Legal Assistant	9/3/2020

Date: August 18, 2020

Submitted By: Katie Newton, Legal Assistant

COMMISSION ACTION: Adopt

RESOLUTION 2020-139

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING A SETTLEMENT OF CODE ENFORCEMENT FINES AND FEES FOR WAYNE YORK AND BETTY YORK UPON FULL PAYMENT OF \$_____ NO LATER THAN OCTOBER 15, 2020, FOR CODE ENFORCEMENT VIOLATIONS AT 731 SOUTH 6TH STREET; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Wayne York and Betty York own property located at 731 South 6th Street where code violations such as inoperable motor vehicles on the property have existed; and

WHEREAS, Ms. York contends she never received notice of the violation and they do not live at the address; and

WHEREAS, Section 162.09, Fla. Stats. provides that the releases of liens must be approved by the City Commission since the liens are in favor of (owned by) the City of Fernandina Beach.

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

SECTION 1. The City Commission hereby authorizes full releases/satisfactions of liens be executed based upon the CEAB's order that fines and fees be reduced to a total of \$_____ for violations now in compliance at 731 South 6th Street under the name of Wayne York and Betty York, specifically conditioned upon their paying the entire amount to the City on or before October 15, 2020.

SECTION 2. The Mayor is authorized to execute such releases/satisfactions of liens upon the City's receipt of full payment from Wayne York and Betty York, and the City Clerk is authorized to record such executed releases/satisfactions of liens in the public records of Nassau County, Florida.

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

ADOPTED this 15th day of September, 2020.

CITY OF FERNANDINA BEACH

JOHN A. MILLER
Commissioner – Mayor

ATTEST:

APPROVED AS TO FORM AND LEGALITY:



CAROLINE BEST
City Clerk

TAMMI E. BACH
City Attorney



RECEIVED

AUG 10 2020

CASE NO. CODE - 19-0050

**CODE ENFORCEMENT
FERNANDINA BEACH, FLORIDA**

**CITY COMMISSION HEARING
SETTLEMENT OF LIEN REQUEST**

IF THE PROPERTY IS NOT IN COMPLIANCE, THE CITY COMMISSION WILL NOT CONSIDER A REQUEST FOR REDUCTION.

INSTRUCTIONS: Please fill in all of the pages of this form completely. Be specific when writing your statement. Please return it to the Code Enforcement Director at 516 South 10th Street, Fernandina Beach, FL 32034 or *mailing address* at 204 Ash Street, Fernandina Beach, FL 32034 **The Code Enforcement Director must receive the request at least 30 days prior to a scheduled City Commission Meeting in order for your case to be scheduled for the hearing.** You will be notified in writing of the City Commission's decision within 10 days after the hearing. If you are claiming medical or financial hardship, attach supporting documentation (i.e. a doctor's statement or proof of income). If you have any questions, please call the Code Enforcement Department at (904) 310-3440. **The City Commission will consider requests for reduction of fine only one time for each case. The City Commission's decision shall be the final action on the case.**

Property Owner's Name Wayne York and Betty York

Property Owner's Email capttyork123@att.net

Property Address 731 South 6th Street, Fernandina Beach, Florida

Daytime telephone number 904-753-0041

Hardship claimed? medical financial other (specify) do not live at the address

If the property owner is unable to complete this form, list the name of the person who is authorized to act for the property owner and their relationship. Attach a notarized affidavit from the property owner authorizing the representation. _____

YOU SHOULD BE PRESENT AT THE HEARING TO ANSWER ANY QUESTIONS THE CITY COMMISSION MAY HAVE CONCERNING THIS REQUEST. YOUR ONLY OPPORTUNITY TO ADDRESS THE CITY COMMISSION WILL BE IN RESPONSE TO THEIR QUESTIONS. IT IS IN YOUR BEST INTEREST TO MAKE CERTAIN THAT THIS FORM AND ANY ATTACHMENTS COMPLETELY SET FORTH YOUR POSITION.

Complete statements on pages 2-4. You should include the reasons why you did not comply with the Code Enforcement and Appeals Board's Original Order within the time specified.

- 1. Explain how you have attempted to cooperate with the City of Fernandina Beach personnel to achieve compliance of the Code Enforcement and Appeals Board.**

Do not live at address and never received notices and/or letters

- 2. Did you or your representative appear at the Code Enforcement and Appeals Board's previous hearing(s) concerning this matter? If not, please state the specific reasons why you did not appear at the hearing(s) and whether you notified the City of Fernandina Beach personnel of the fact that you would not be present.**

Do not live at address and never received notices and/or lettersN

- 3. Have you ever been (previous to this case) found by the Code Enforcement and Appeals Board to be in violation of the Code, which is the subject matter of the present case? If so, please advise what your response to the previous violation was.**

No

- 4. Do you claim a homestead exemption on this property that is the subject of this case? Yes _____ No ✓**

- 5. Were you the owner of the property at the time the Code Enforcement case against the property began? Yes ✓ No _____. If not, did you become aware of the Code Enforcement proceedings, Order, or Lien prior to recording title to the property?**

- 6. What other liens exist against the property which is the subject matter of this Code Enforcement case?**

None

- 7. Has the property been abandoned?**

No - we have a pending sale contract

- 8. Is the property in need of rehabilitation? If yes, explain.**

New owner will renovate

9. Is the City of Fernandina Beach's lien interfering with the sale or rehabilitation of the property or will the lien prevent the property from being conveyed to a new owner?

possibly - contract pending

10. Provide your suggestion for an amount you would like the lien reduced to \$ -0- or 10%. In the statement below, please provide your justification for requesting the lien reduction.

I, Betty York, do hereby submit this petition in request for a reduction in the fine imposed and in support offer the following statement:

Do not live on this industrial property. We had a business located on the rear of the property until my husband became disabled approximately 4 years ago

Date: 08.10.20

Signed:

Betty York

Printed Name: Betty York

STATE OF FLORIDA

COUNTY OF

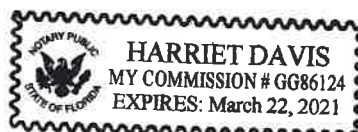
NASSAU

SWORN TO (OR AFFIRMED) and subscribed before me this 10 day of August, 2020 by Betty York who is/is not personally known to me OR who has produced identification DL#620-096-45-517-0 (type).

Date 8/10/2020

Harriet Davis
Notary Public

Harriet Davis
Printed Signature



My commission expires: 3/22/21



CITY OF FERNANDINA BEACH

Code Enforcement Department

George Wells

Code Enforcement Officer

August 19, 2020

Wayne & Betty York

731 South 6th Street

Fernandina Beach, Florida 32034

Re: Code Enforcement Case # 17-00093

To Whom It May Concern,

The code enforcement case # 17-00093 that is scheduled to go before the City Commission on September 15, 2020 at 6:00 PM for fines and fees reduction will be presented by the owner or their representatives. The property was in violation of City of Fernandina Beach Code of Ordinances, Section – 42-173 Wrecked or inoperable motor vehicles on private property declared a nuisance and prohibited. There were two (2) vehicles on this property that did not have current license tags on them for a period of 168 days. The daily fine of \$ 100.00 per day starting on December 15, 2017 and ending on May 31, 2018, when the property was brought into compliance. The total fines were \$ 16,800.00 with \$ 155.32 in administration fees for a total of \$ 16, 955.32. The Code Enforcement Department is making a recommendation to reduce all fines and administration fees to \$ 5,000.00 total.

A handwritten signature in blue ink, reading "George Wells", is written over a horizontal line.

George Wells, Code Enforcement Officer

**INVOICE (INV-00000387)
FOR CITY OF FERNANDINA BEACH**

BILLING CONTACT

Wayne & Betty York
731 S 6th ST
Fernandina Beach, FL 32034



INVOICE NUMBER	INVOICE DATE	INVOICE DUE DATE	INVOICE STATUS	INVOICE DESCRIPTION
INV-00000387	01/30/2019	01/30/2019	Invoiced, Past Due	NONE

REFERENCE NUMBER	FEE NAME	TOTAL
CODE-2019-0050	Administrative Fees	\$155.32
	Violation Fine	\$16,800.00
731 S 6Th St Fernandina Beach, 32034		SUB TOTAL \$16,955.32

REMITTANCE INFORMATION
City of Fernandina Beach, Florida 204 Ash Street Fernandina Beach, FL 32034

TOTAL **\$16,955.32**

STAFF REPORT
Case 17-00093
City of Fernandina Beach Code Enforcement & Appeals Board
December 7, 2017

Violation Information

Owner	Betty R. & Wayne York 731 S. 6 th Street Fernandina Beach, FL 32034
Violation	City of Fernandina Beach Code of Ordinances, Section 42-173 Wrecked or inoperable motor vehicles on private property declared a nuisance and prohibited.
Location:	731 S. 6 th Street, Fernandina Beach FL 32034

Summary and Background Information

October 5, 2017, Proactive sweep observed and confirmed two (2) inoperable vehicles (Burgundy Subaru & Black Lexus) untagged on the front driveway.

October 5, 2017, I left a door hanger on the front door giving the occupant a written warning of ten (10) days to correct the violations. Took pictures.

October 16, 2017, 2nd inspection of property revealed the burgundy Subaru had been removed, but the black Lexus was still in violation.

October 17, 2017, I mailed out a NOV/NOH letter via certified mail to owner. NOV letter came back unclaimed.

November 17, 2017, I hand delivered and posted a copy of the NOV/NOH letter on front door of 731 S. 6th St. I took a picture of the posting on the front door. Affidavit of Service was completed.

November 27, 2017, NOV1 inspection-black Lexus was still in violation. Took pictures.

Conclusion

I inspected this property on three (3) different occasions with no contact with the owner at any time. The black Lexus in the front driveway is still without a current tag on it.

Recommendation

Staff recommends a \$100.00 per day fine for the violation, along with administrative fees incurred.

Submitted by:

George Wells
Code Compliance Officer



CITY OF FERNANDINA BEACH

Code Enforcement Department

FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER OF ENFORCEMENT

Date: December 7, 2017

Case Number: 17-00083

IN THE MATTER OF: Respondent Name: Betty & Wayne York
Respondent Address: 731 S. 6th Street, Fernandina Beach, FL 32034

This case having come before the Code Enforcement & Appeals Board of the City of Fernandina Beach on December 7, 2017, a violation hearing having been held, and the Board having heard testimony, does hereby make the following finding of facts, and conclusions of law therefore imposing the following order and penalty:

SECTION 1 - FINDINGS OF FACT

1. The Respondent was properly served notice of these proceedings as required by law on November 17, 2017 and the Respondent was not present at the hearing.
2. The real property on which the violations occurred at 731 S. 6th Street, Fernandina Beach, FL and a brief legal description being **BLOCK 288 LOTS 4 & 5 L/E OR 1527/1412 CITY OF FDNA BEACH, Fernandina Beach, FL 32034.**
3. The Respondent is the owner of record of the aforementioned real property.
4. Violation of Section 42-173, wrecked or inoperable vehicles on private property declared a nuisance and prohibited; and that the respondent pay the administrative fees incurred.

SECTION 2 - CONCLUSION OF LAW & IMPOSITION OF FINE

1. Based on the foregoing findings of fact, the Board voted to find the property in violation of Section 42-173, wrecked or inoperable vehicles on private property declared a nuisance and prohibited and that the respondent pay fines of \$100.00 per day, per violation until property comes into compliance beginning December 15, 2017, for wrecked or inoperable vehicles and the administrative fees incurred.
2. The City of Fernandina Beach shall record a certified copy of this order in the public records and this Order shall constitute a lien against the real property on which the violations exist and upon any other real or personal property owned by the Respondent if fines are not paid within thirty (30) days.
3. If the lien remains unpaid for a period of three (3) months from the date of the filing of the lien, the City of Fernandina Beach may foreclose on the lien or sue to recover a money judgment for the amount of the lien plus accrued interest.

SECTION 3 - CERTIFICATION OF VOTE

Done and ordered December 7, 2017 at the City of Fernandina Beach, Nassau County, Florida Code Enforcement & Appeals Board Hearing.

By: _____

Chair, Buddy Boyd



A CERTIFIED TRUE COPY

Office of the City Clerk
City of Fernandina Beach, Florida

*Florida Statute 162.11 Appeals — An aggrieved party, including the local governing body, may appeal a final administrative order of an enforcement board to the circuit court. Such an appeal shall not be a hearing de novo but shall be limited to appellate review of the record created before the enforcement board. An appeal shall be filed within 30 days of the execution of the order to be appealed.



City of Fernandina Beach

COUNTY OF NASSAU

STATE OF FLORIDA

I HEREBY CERTIFY that on this day before me, the undersigned, a Notary Public in and for the State of Florida at Large, personally appeared Carlton "Buddy" Boyd to me well known to be the Chair of the Code Enforcement and Appeals Board of the City of Fernandina Beach, and known to me to be the persons who executed the foregoing Findings of Fact for the City of Fernandina Beach as such Chair: and they severally acknowledged the execution of the same to be their free act and deed by authority and on behalf of the City of Fernandina Beach for the uses and purposes therein expressed.

WITNESS my hand and official seal at Fernandina Beach, said County and State on this 7th day of December, 2017.

(NOTARY SEAL)

Katie A. Newton

Notary Public, State of Florida



Katie A. Newton
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG123910
Expires 7/13/2021

**Florida Statute 162.11 Appeals.—An aggrieved party, including the local governing body, may appeal a final administrative order of an enforcement board to the circuit court. Such an appeal shall not be a hearing de novo but shall be limited to appellate review of the record created before the enforcement board. An appeal shall be filed within 30 days of the execution of the order to be appealed.*

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2020-140
Legislative Priority Recommendation and Support

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2020-140

SYNOPSIS: The State of Florida Legislature has requested recommendations for legislative funding priorities for
State Fiscal Year 2021-2022.

Vice Mayor Kreger has advocated for the City Commission to formally set state legislative priorities annually. This Resolution memorializes the legislative priorities discussed at Commission meetings.

FISCAL IMPACT: City staff has secured three estimates for the cost of the necessary repairs to Peck Center which range from \$1.4 and \$1.6 million dollars. Achieving the First Priority in the Resolution would defray these costs by \$500,000. Funds for the estimated cost of the Peck Center are budgeted in Peck Improvements account, 3007220 56300, in FY 2020/2021. The Second Priority would have no financial impact on the City.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2020-140.

Nicole Bednar, Administrative Services Manager	9/3/2020
Dale L. Martin, City Manager	9/3/2020
Pauline Testagrose, Comptroller	9/3/2020
Tammi E. Bach, City Attorney	9/3/2020

Date: August 26, 2020

Submitted By: Lorelei Jacobs, Grants Administrator

COMMISSION ACTION: Adopt

RESOLUTION 2020-140

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, SETTING FORTH LEGISLATIVE PRIORITIES FOR STATE OF FLORIDA FISCAL YEAR 2021/2022; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO PURSUE FUNDING FOR LEGISLATIVE PRIORITIES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the State of Florida Legislature annually considers appropriation measures which can provide discretionary funding for local projects and priorities; and

WHEREAS, the City Commission is desirous of pursuing State funding for the projects stated herein and pursuing changes in state special law; and

WHEREAS, Jacobs Scholz & Associates' services include proactively monitoring and lobbying on state budgeting and legislation which impacts the City; and

WHEREAS, Jacobs Scholz & Associates was recently awarded a renewed contract to provide the City's state and federal lobbying services; and

WHEREAS, the City Manager and staff have identified projects which require funding as described herein and other priorities to pursue changes in state special law; and

WHEREAS, the City Commission agrees that it is in the best interest of the City to pursue the legislative priorities set forth herein for State's FY 2021/2022 State Legislative Session and any special sessions, as applicable; and

WHEREAS, the City Manager seeks authority to pursue funding for the items and purposes set forth herein; and

WHEREAS, the Peck Center (also known as Peck High School) is a historically-significant building in Fernandina Beach built in 1927 as part of the Rosenwald Schools program through which nearly 5,000 schools were constructed in the South primarily for the education of African-American children from 1912 to 1932; and

WHEREAS, while Peck Center has continued to be maintained through a variety of funding sources, significant deterioration to the ninety-three year old building's original exterior brick has caused the building to develop structural leaks which will worsen in the near-future if left unrepaired; and

WHEREAS, City staff has secured three estimates for the cost of the necessary repairs to Peck Center which range from \$1.4 and \$1.6 million dollars; and

WHEREAS, in June 2020, the City of Fernandina Beach submitted a grant application to the Florida Department of State, Division of Historical Resources Special Category Grant for \$500,000 in assistance to perform Peck Center repairs; and

WHEREAS, the State declined to appropriate any funds to the Florida Department of State, Division of Historical Resources Special Category Grant in State FY 2020/2021 and funding in FY 2021/2022 may again be in jeopardy; and

WHEREAS, the City Commission finds that non-compliance by the Nassau County Ocean, Highway and Port Authority (OHPA) with local laws and ordinances present safety, health, and financial concerns to the City.

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

SECTION 1. Recitals. The foregoing Recitals are true and correct and incorporated herein by this reference.

SECTION 2. Approval of Legislative Priorities. The legislative priorities set forth herein are hereby adopted by the City Commission for the FY 2021/2022 Florida Legislative Session in the following order of priority:

First Priority: Gaining Legislative and Gubernatorial support for Peck Center repairs in the amount of \$500,000.

Second Priority: Enacting the changes to Florida Statute Chapter 2005-293, Section 12, shown as "Exhibit A" and/or changes to the Florida Statutes to clarify the responsibilities and obligations of the Nassau County Ocean, Highway and Port Authority (OHPA) in relation to the City of Fernandina Beach.

SECTION 3. The City Manager and/or his designee are authorized to pursue funding in order to accomplish the legislative priorities listed above.

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

ADOPTED this 15th day of September, 2020.

CITY OF FERNANDINA BEACH

John A. Miller
Commissioner – Mayor

ATTEST:

APPROVED AS TO FORM & LEGALITY:



Caroline Best
City Clerk

Tammi E. Bach
City Attorney

PROPOSED AMENDMENTS TO CH. 2005-293, SECTION 12:

RE: NASSAU COUNTY OCEAN, HIGHWAY AND PORT AUTHORITY

Section 12. Control or jurisdiction over authority, effect of local regulations.—It shall ~~not be necessary for the authority to obtain any certificate of convenience or necessity, franchise, licenses, permits, or and other authorizations thereof from any~~ the applicable county, municipality, or political subdivision of the state that has jurisdiction in the geographic location that the authority intends to develop facilities and infrastructure or otherwise improve its facilities or infrastructure, including but not necessarily limited to building permits, development orders, zoning, rezonings and impact fees. ~~and this act shall be full and complete authority for the powers granted in this act.~~ The rates, rentals, tolls and other revenues and income of the authority and its contracts, agreements, and acts shall not be subject to regulation by the state or any board, body, agency, or political subdivision thereof.

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Ordinance 2020-27
Code Amendment - Emergency Powers

ITEM TYPE: Ordinance (w/o fiscal impact)

REQUESTED ACTION: Consider proposed Ordinance 2020-27 at Second Reading

SYNOPSIS: The City Charter and Code of Ordinances do not contain any provisions stating who has the power to declare a local state of emergency for the City or what emergency powers the City has during a local state of emergency.

The City Commission, by majority vote, has the power to declare a local state of emergency; however, there may be a time when it is necessary for Mayor and City Manager to jointly declare a local state of emergency because it is not possible or practical to convene a City Commission meeting. This Ordinance provides for declaration of a local state of emergency by the Mayor and City Manager, jointly. This Ordinance also provides for emergency powers that can be exercised during a local state of emergency.

This Ordinance was approved at First Reading by the City Commission at its Regular Meeting on August 4, 2020.

FISCAL IMPACT: None

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission enact proposed Ordinance 2020-27 at Second Reading.

Tammi E. Bach, City Attorney	8/10/2020
Nicole Bednar, Administrative Services Manager	8/26/2020
Dale L. Martin, City Manager	8/26/2020
Katie Newton, Legal Assistant	9/3/2020

Date: August 06, 2020

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION: Enact

ORDINANCE 2020-27

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AMENDING THE CODE OF ORDINANCES BY ADDING A SECTION TO BE NUMBERED 2-2 ENUMERATING PROCEDURES FOR DECLARATION OF LOCAL STATE OF EMERGENCY AND EMERGENCY POWERS; PROVIDING FOR PENALTIES; BY ADDING A SECTION TO BE NUMBERED 2-3 PROVIDING FOR TERMINATION OF A LOCAL STATE OF EMERGENCY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, AS FOLLOWS:

SECTION 1. That the Code of Ordinances, City of Fernandina Beach, Florida, is hereby amended by adding a section to be numbered 2-2, which section reads as follows:

Sec. 2-2. State of local emergency—Declaration.

(a) The Mayor and City Manager, jointly, have the authority to declare a state of local emergency by executive order. If the Mayor and City Manager cannot agree whether to declare a state of emergency, the City Commission must act to make a determination. Upon the absence or unavailability of the Mayor or City Manager, the Vice-Mayor, the members of the City Commission in order of their seniority on the Commission, and after every effort has been made to contact same, or the Fire Chief and Police chief, jointly, in the order named, may issue such a declaration.

(b) [Reserved.]

(c) Emergency ordinances, policies, and executive order and resolution put into effect:

(1) Upon the declaration of a state of local emergency, pursuant to this section, the City Commission by resolution may impose a curfew or “stay-at-home order” throughout the City, or parts thereof, as the Commission deems necessary to protect the health, safety and welfare of the City's residents. The resolution shall state the hours of the day and the areas of the city in which the curfew or “stay-at-home order” will be in effect, and the penalties for violating the curfew or “stay-at-home order”. If a quorum of the Commission is unable to convene, the Mayor and City Manager, jointly, may impose a curfew or “stay-at-home” order in accordance with this subsection by executive order. Any such executive order issued by the Mayor and City Manager shall be confirmed by resolution adopted by the Commission within two (2) business days of such declaration or at the next regularly scheduled meeting of the commission.

(2) The following policies and emergency powers will, as necessary, also be effective during the period of a state of local emergency and invoked by resolution of the City Commission or Mayor and City Manager as set forth in subsection 2-2(c)(1) above:

a. Utilize all available resources of the City as reasonably necessary to cope with the disaster or emergency and report made to the City Commission subsequent to the termination of the state of local emergency;

b. Make provisions for availability and use of temporary emergency housing and emergency warehousing of materials;

c. Confiscate merchandise, equipment, vehicles or property needed to alleviate the emergency. Reimbursement shall be within 60 days and at customary rate;

c. Impose social restrictions such as mandatory face coverings and social distancing, as necessary to protect the health, safety and welfare of citizens and visitors;

d. *Exceptions.* In invoking any emergency power authorized by this section, the Mayor and City Manager, jointly, may provide exceptions for certain activities, including travel during a curfew, which may include any or all of the following:

_____ (i) compliance or assistance with an evacuation order;

_____ (ii) travel to a designated emergency shelter;

_____ (iii) provision of designated, essential services, such as fire, police, or utility repair;

_____ (iv) provision of medical services, including the transportation of patients to a health care facility and emergency calls by physicians; and

_____ (v) travel for the purpose of obtaining goods or services necessary to sustain the well-being of a person or that person's family or household;

e. *Sale, dispensing, or transportation of items.* The Mayor and City Manager, jointly, may prohibit or regulate the sale, dispensing, or transportation of any or all of the following items: alcoholic beverages, explosives, or combustibles; and

f. *Areas off limits.* Certain areas of the City may be declared off limits.

(d) Pursuant to F.S. § 252.38(6)(e), a declared state of local emergency will last for a period of up to seven (7) days, which may be extended by resolution in increments of up to seven (7) days. In addition, F.S. § 252.38(6)(e) provides authority for a political subdivision, such as the City, to declare a state of local emergency, and to waive the procedures and formalities otherwise required of political subdivisions by law pertaining to:

(1) Performing of public work and taking whatever action is necessary to ensure the health, safety, and welfare of the community;

(2) Entering into contracts;

(3) Incurring obligations;

(4) Employing permanent and temporary workers;

- (5) Utilizing volunteer workers;
- (6) Renting equipment;
- (7) Acquiring and distributing, with or without compensation, supplies, materials, and facilities; and
- (8) Appropriating and expending of public funds.

(e) Upon the declaration of a state of local emergency the City Manager shall notify Nassau County and the media within 4 hours.

(f) [Reserved.]

(g) Notice to the public shall be given via the City's government access television channel and website, when feasible.

(h) Penalties.

Any violation of a provision of any emergency order or executive order established pursuant to F.S. § 252.38 shall be a misdemeanor of the second degree, punishable as provided in F.S. § 775.082 or § 775.083; and/or

A violation of a provision of any emergency order or executive order established pursuant to F.S. § 252.38 is punishable by a civil citation and a fine of \$75 as provided in Sec. 1-12 of this City Code of Ordinances. Code enforcement compliance officers, volunteer police auxiliary officers and sworn law enforcement officers may issue civil citations for violations of emergency orders and executive orders.

SECTION 2. That the Code of Ordinances, City of Fernandina Beach, Florida, is hereby amended by adding a section to be numbered 2-3, which section reads as follows:

Sec. 2-3. Same—Termination.

A state of local emergency shall terminate in accordance with the terms of the executive order. A state of local emergency may be extended by resolution adopted by the City Commission, unless the nature of the local emergency renders a meeting of the City Commission impractical, in which case the local emergency can be extended in accordance with the procedure set forth in Section 2-2(a). A state of local emergency can be terminated earlier than provided for in an executive order, by another executive order or by a resolution adopted by the City Commission stating that the conditions leading to or causing the emergency conditions no longer exist, and that the City's departments are able to manage the situation without extraordinary assistance and powers. Notice of termination shall be made to the public by the City Manager by the same means as the notice of the declaration of the state of local emergency.

SECTION 3. SEVERABILITY. In the event that any word, phrase, clause, sentence or paragraph hereof shall be held invalid by any court of competent jurisdiction, such holding shall not affect any other word, clause, phrase, sentence or paragraph hereof.

SECTION 4. EFFECTIVE DATE. This Ordinance shall take effect immediately upon its final passage and enactment.

ENACTED this 1st day of September, 2020.

CITY OF FERNANDINA BEACH

John A. Miller
Commissioner – Mayor

ATTEST:

APPROVED AS TO FORM AND LEGALITY:



Caroline Best
City Clerk

Tammi E. Bach
City Attorney

NOTICE OF PUBLIC HEARING
CITY COMMISSION
CITY OF FERNANDINA BEACH

NOTICE IS HEREBY GIVEN that a Public Hearing is scheduled for **Tuesday, September 15, 2020, at 6:00 PM** in the City Commission Chambers, 204 Ash Street Fernandina Beach, Florida to consider the following application:

ORDINANCE 2020-27

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AMENDING THE CODE OF ORDINANCES BY ADDING A SECTION TO BE NUMBERED 2-2 ENUMERATING PROCEDURES FOR DECLARATION OF LOCAL STATE OF EMERGENCY AND EMERGENCY POWERS; PROVIDING FOR PENALTIES; BY ADDING A SECTION TO BE NUMBERED 2-3 PROVIDING FOR TERMINATION OF A LOCAL STATE OF EMERGENCY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Interested parties may appear at said hearing and be heard as to the advisability of any action, which may be considered. Any persons with disabilities requiring accommodations in order to participate in this program or activity should contact 310-3115, TTY/TDD 711 or through the Florida Relay Service at 1-800-955-8771 at least 24 hours in advance to request such accommodation.

IF ANY PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE BOARD/COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH HEARING, S/HE WILL NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

For information, please contact the Staff of the City Clerk's Office, 204 Ash Street, between the hours of 8:00 AM – 5:00 PM, Monday through Friday, (904) 310-3115.

Note:

Please run as a DISPLAY in the September 2, 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 2020-28
Master Fee Schedule

ITEM TYPE: Ordinances (w/ fiscal impact)

REQUESTED ACTION: Consider Ordinance 2020-28 at Second Reading.

SYNOPSIS: With the development of the annual City budget, all departments are required to evaluate the fees charged for each of our services. The City sets the fees based on the cost to provide the services and facility rentals.

City staff has evaluated all of the proposed fees and charges and are proposing the following amendments to cover the operational and debt service costs to provide each of the programs and services.

This Ordinance was approved at First Reading by the City Commission at its Regular Meeting on August 18, 2020.

FISCAL IMPACT: See above summary.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission enact proposed Ordinance 2020-28 at Second Reading.

Dale L. Martin, City Manager	9/3/2020
Pauline Testagrose, Comptroller	9/3/2020
Tammi E. Bach, City Attorney	9/3/2020
Katie Newton, Legal Assistant	9/3/2020

Date: August 19, 2020

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION: Enact

ORDINANCE 2020-28

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, ESTABLISHING AND AMENDING FEES FOR THE AIRPORT, BUILDING, BUSINESS/CODE ENFORCEMENT, CEMETERY, CITY CLERK'S OFFICE, CITY MANAGER'S OFFICE, FIRE, GOLF COURSE, MARINA, PARKS AND RECREATION, PLANNING, POLICE, SANITATION, STORMWATER, STREETS, WASTEWATER, WATER, AND IMPACT FEES, EXCLUDING WATER AND SEWER IMPACT FEES FOR FY 2020/2021; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Fernandina Beach must establish and amend user fees by Ordinance; and

WHEREAS, each year fees are reviewed and revised to ensure that the cost of providing services is fully covered by an appropriate user fee; and

WHEREAS, the fees for the Airport, Building, Business/Code Enforcement, Cemetery, City Clerk's Office, City Manager's Office, Fire, Golf Course, Marina, Parks and Recreation, Planning, Police, Sanitation, Stormwater, Streets, Wastewater, Water, and Impact Fees (excluding Water and Wastewater Impact Fees) have been reviewed and revised based on the cost to provide the services and facility rentals.

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

SECTION 1. The City Commission hereby approves the amended Master Fee Schedule, attached hereto as Exhibit "A," consisting of the Airport, Building, Business/Code Enforcement, Cemetery, City Clerk's Office, City Manager's Office, Fire, Golf Course, Marina, Parks and Recreation, Planning, Police, Sanitation, Stormwater, Streets, Wastewater, Water, and Impact Fees, excluding Water and Wastewater Impact Fees for Fiscal Year 2020/2021.

SECTION 2. If any section, subsection, sentence, clause, phrase of this Ordinance, or the particular application thereof, shall be held invalid by any court, administrative agency or other body with appropriate jurisdiction, the remaining sections, subsections, sentences, clauses and phrases under application shall not be affected thereby.

SECTION 3. This Ordinance shall take effect on October 1, 2020.

ENACTED this 15th day of September, 2020.

CITY OF FERNANDINA BEACH

John A. Miller
Commissioner – Mayor

ATTEST:

Caroline Best
City Clerk

APPROVED AS TO FORM AND LEGALITY:



Tammi E. Bach
City Attorney

AIRPORT

Current Fee:

Ground Lease Rental Rate (annually)

Aeronautical

North Area unimproved land with utilities available	\$0.20 Per Square Foot (Annually)
North Area improved land, site ready with utilities available	\$0.22 Per Square Foot (Annually)
East Area unimproved land with utilities available	\$0.20 Per Square Foot (Annually)
East Area improved land with utilities available	\$0.22 Per Square Foot (Annually)
East Area improved land to include taxi lane/roadway and utilities available	\$0.25 Per Square Foot (Annually)

Non-Aeronautical

North or East Area unimproved land with utilities available	\$0.30 Per Square Foot (Annually)
North or East Area improved land with utilities available	\$0.35 Per Square Foot (Annually)

Existing Commercial Facility Rental Rate

Commercial Hangar Space	As Negotiated
Professional Office Space	As Negotiated

Proposed Fee:

Ground Lease Rental Rate (annually)

Aeronautical

Aeronautical land lease rate	\$0.20 Per Square Foot (Annually)
North Area improved land, site ready with utilities available	\$0.22 Per Square Foot (Annually)
East Area unimproved land with utilities available	\$0.20 Per Square Foot (Annually)
East Area improved land with utilities available	\$0.22 Per Square Foot (Annually)
East Area improved land to include taxi lane/roadway and utilities available	\$0.25 Per Square Foot (Annually)

Non-Aeronautical

North or East Area unimproved land with utilities available	\$0.30 Per Square Foot (Annually)
Non-aeronautical land lease rate	\$0.35 Per Square Foot (Annually)

Existing Commercial Facility Rental Rate

Commercial Hangar Space	As Negotiated
Professional Office Space	As Negotiated

FBO and SASO Fee Schedule

Facility Leasehold (FBO or SASO)	
Requires lease, monthly facility rent per square foot and leaseholder provides improvements within facility.	Facility Rent Charge or as negotiated
Ground Leasehold (FBO or SASO)	
Requires lease, monthly ground rent per square foot based on land area rented and leaseholder provides improvements on land.	Facility Rent Charge or as negotiated
Sublease to FBO	
Aeronautical Sublease as specifically permitted under FBO Lease – agreement between the FBO and sub-lessee and requires City approval	Included in FBO lease
Aeronautical Sublease but not specifically permitted under FBO Lease – for sub-lessee SASO requires an annual airport operating permit and approval from the City in addition to agreement between the FBO and SASO sub-lessee. The sub-lessee SASO must meet Airport Minimum Standards for Commercial Activities.	\$150.00/yr
Non-Aeronautical Sublease if not specifically permitted under FBO lease – the sub-lessee requires approval and an agreement with the City in addition to any agreement between the FBO and sub-lessee. City would normally receive revenue from non-aeronautical sub-lease.	As negotiated
Sublease to SASO by leasehold SASO	
Must meet Airport Minimum Standards for Commercial Activities for the SASO to be operated. The sub-lessee SASO requires an annual airport operating permit and approval from the City in addition to agreement between SASO leasehold and SASO sub-lessee	\$150.00/yr
Independent Aeronautical Operator or Mobile Service Provider With Employees and/or advertises via signs, website, publications, or telephone directory	

FBO and SASO Fee Schedule

Facility Leasehold (FBO or SASO)	
Requires lease, monthly facility rent per square foot and leaseholder provides improvements within facility.	Facility Rent Charge or as negotiated
Ground Leasehold (FBO or SASO)	
Requires lease, monthly ground rent per square foot based on land area rented and leaseholder provides improvements on land.	Facility Rent Charge or as negotiated
Sublease to FBO	
Aeronautical Sublease as specifically permitted under FBO Lease – agreement between the FBO and sub-lessee and requires City approval	Included in FBO lease
Aeronautical Sublease but not specifically permitted under FBO Lease – for sub-lessee SASO requires an annual airport operating permit and approval from the City in addition to agreement between the FBO and SASO sub-lessee. The sub-lessee SASO must meet Airport Minimum Standards for Commercial Activities.	\$150.00/yr
Non-Aeronautical Sublease if not specifically permitted under FBO lease – the sub-lessee requires approval and an agreement with the City in addition to any agreement between the FBO and sub-lessee. City would normally receive revenue from non-aeronautical sub-lease.	As negotiated
Sublease to SASO by leasehold SASO	
Must meet Airport Minimum Standards for Commercial Activities for the SASO to be operated. The sub-lessee SASO requires an annual airport operating permit and approval from the City in addition to agreement between SASO leasehold and SASO sub-lessee	\$150.00/yr
Independent Aeronautical Operator or Mobile Service Provider With Employees and/or advertises via signs, website, publications, or telephone directory	

Current Fee:

This is a business and requires an annual airport operating permit and approval from the City. Must meet the applicable Airport Minimum Standards for Commercial Activities.

\$150.00/yr

Proposed Fee:

This is a business and requires an annual airport operating permit and approval from the City. Must meet the applicable Airport Minimum Standards for Commercial Activities.

\$150.00/yr

Current Fee:		Proposed Fee:	
Independent Aeronautical Operator or Mobile Service Provider Doing Annual Business on the Airport		Independent Aeronautical Operator or Mobile Service Provider Doing Annual Business on the Airport	
Either full time presence as a tenant or local based operator or occasional or part-time presence – requires an annual airport operating permit and approval from the City. Must meet the applicable Airport Minimum Standards for Commercial Activities. Example: Free-lance flight instructor.	\$150.00/yr	Either full time presence as a tenant or local based operator or occasional or part-time presence – requires an annual airport operating permit and approval from the City. Must meet the applicable Airport Minimum Standards for Commercial Activities. Example: Free-lance flight instructor.	\$150.00/yr
Independent Aeronautical Operator or Mobile Service Provider Who Does Five (5) Days or Less of Annual Business on the Airport to no more than One (1) Airport Client		Independent Aeronautical Operator or Mobile Service Provider Who Does Five (5) Days or Less of Annual Business on the Airport to no more than One (1) Airport Client	
Requires an annual airport operating permit and approval from the City. Must meet the applicable Airport Minimum Standards for Commercial Activities. NOTE: client must be specifically named and also sign permit.	\$50.00/yr*	Requires an annual airport operating permit and approval from the City. Must meet the applicable Airport Minimum Standards for Commercial Activities. NOTE: client must be specifically named and also sign permit.	\$50.00/yr*
NOTE: The City desires to help an Independent Aeronautical Operator or Mobile Service Provider to establish a business, prosper and convert to a leasehold business. Operating as Independent Aeronautical Operator/Mobile Service Provider is allowed by the City only to assist in the establishment of a business toward becoming a leasehold tenant. Such operators/providers are not guaranteed continued operation if leasehold tenant is doing similar business on the airport.		NOTE: The City desires to help an Independent Aeronautical Operator or Mobile Service Provider to establish a business, prosper and convert to a leasehold business. Operating as Independent Aeronautical Operator/Mobile Service Provider is allowed by the City only to assist in the establishment of a business toward becoming a leasehold tenant. Such operators/providers are not guaranteed continued operation if leasehold tenant is doing similar business on the airport.	

*=Annual is January 1 - December 31 / Must obtain a City Business License

Note: Sales tax applies when Applicable

Display Signage Fee at Airport Entrance \$20.00/day or \$10.00 per side+

Special Use Permit (non based aircraft)
Banner Pickup \$300.00/yr*
Flight Training or other non-transit commercial use \$300.00/yr*
Balloon/Blimp Mooring – Per Visit (up to five days) \$135.00
Balloon/Blimp Mooring – Each Additional Day \$25.00
NOTE: Requires evidence of insurance, appropriate equipment and appropriate licenses

Ultralight Aircraft Permit
Registration and Facility Use Permit \$125.00/Year

Aircraft Tie-down Fee for City Owned Ramp Parking Area (managed by FBO)

	Parking fee established by FBO and concurred upon by City Manager. The parking fee is to be collected by the FBO and 30% remitted to the Airport.
Single engine/helicopter	"
Multi-engine	"
Light Turbine Aircraft	"
Light Turbine Aircraft	"
Heavy Turbine Aircraft	"
Overnight parking, single engine/helicopter/multi-engine	"
Overnight parking turbine aircraft	"

Aircraft Daily/Monthly Bulk Hangar Rates

Overnight Bulk Hangar Single Engine Less than 40' Wingspan	\$30.00
Overnight Bulk Hangar Multi-Engine 48' or Less Wingspan; or Single Engine Greater than 40' Wingspan	\$65.00
Overnight Bulk Hangar Multi-Engine greater than 48' Wingspan; or Turbine Engine	\$100.00
Monthly Bulk Hangar Single Engine Less than 40' Wingspan	\$250.00
Monthly Bulk Hangar Multi-Engine 48' or Less Wingspan; or Single Engine Greater than 40' Wingspan	\$325.00
Monthly Bulk Hangar Multi-Engine greater than 48' Wingspan; or Turbine Engine	\$500.00

Note: Monthly Bulk Hangar rates CPI adjust in accordance with rental agreements.

Vehicle Parking/Storage Fee

*=Annual is January 1 - December 31 / Must obtain a City Business License

Note: Sales tax applies when Applicable

Display Signage Fee at Airport Entrance \$20.00/day or \$10.00 per side+

Special Use Permit (non based aircraft)
Banner Pickup \$300.00/yr*
Flight Training or other non-transit commercial use \$300.00/yr*
Balloon/Blimp Mooring – Per Visit (up to five days) \$135.00
Balloon/Blimp Mooring – Each Additional Day \$25.00
NOTE: Requires evidence of insurance, appropriate equipment and appropriate licenses

Ultralight Aircraft Permit
Registration and Facility Use Permit \$125.00/Year

Aircraft Tie-down Fee for City Owned Ramp Parking Area (managed by FBO)

	Parking fee established by FBO and concurred upon by City Manager. The parking fee is to be collected by the FBO and 30% remitted to the Airport.
Single engine/helicopter	"
Multi-engine	"
Light Turbine Aircraft	"
Light Turbine Aircraft	"
Heavy Turbine Aircraft	"
Overnight parking, single engine/helicopter/multi-engine	"
Overnight parking turbine aircraft	"

Aircraft Daily/Monthly Bulk Hangar Rates

Overnight Bulk Hangar Single Engine Less than 40' Wingspan	\$30.00
Overnight Bulk Hangar Multi-Engine 48' or Less Wingspan; or Single Engine Greater than 40' Wingspan	\$65.00
Overnight Bulk Hangar Multi-Engine greater than 48' Wingspan; or Turbine Engine	\$100.00
Monthly Bulk Hangar Single Engine Less than 40' Wingspan	\$250.00
Monthly Bulk Hangar Multi-Engine 48' or Less Wingspan; or Single Engine Greater than 40' Wingspan	\$325.00
Monthly Bulk Hangar Multi-Engine greater than 48' Wingspan; or Turbine Engine	\$500.00

Note: Monthly Bulk Hangar rates CPI adjust in accordance with rental agreements.

Vehicle Parking/Storage Fee

Current Fee:

Parking in the Airport Long Term Parking Lot (Gravel Lot East of Airport Terminal) is authorized by permit only at a pre-paid fee of \$60.00 per month or \$5.00 per day. Unpermitted vehicles utilizing the parking lot may be towed at the owner's expense.

Short term parking of vehicles for a period of up to 5 days within the Airport Terminal Daily Lot is authorized at no charge by permit only and parking of the vehicle must be related to aviation use. Parking in the Airport Terminal Daily Lot is at no charge for personal vhcile parking not exceeding 24 consecutive hours. Unpermitted vehicles parking longer than 24 consecutive hours in the Airport Terminal Daily Lot may be towed at the owner's expense.

NOTE: improperly parked vehicles will be subject to tow at owner’s expense.

Proposed Fee:

Parking in the Airport Long Term Parking Lot (Gravel Lot East of Airport Terminal) is authorized by permit only at a pre-paid fee of \$60.00 per month or \$5.00 per day. Unpermitted vehicles utilizing the parking lot may be towed at the owner's expense.

Short term parking of vehicles for a period of up to 5 days within the Airport Terminal Daily Lot is authorized at no charge by permit only and parking of the vehicle must be related to aviation use. Parking in the Airport Terminal Daily Lot is at no charge for personal vhcile parking not exceeding 24 consecutive hours. Unpermitted vehicles parking longer than 24 consecutive hours in the Airport Terminal Daily Lot may be towed at the owner's expense.

NOTE: improperly parked vehicles will be subject to tow at owner’s expense.

Terminal Observation Deck (Max Capacity - 115 Individuals)		Terminal Observation Deck (Max Capacity - 115 Individuals)	
Airport Tenant (Has leasehold or rental on Airport) or City Employee	Other Users	Airport Tenant (Has leasehold or rental on Airport) or City Employee	Other Users
\$50/hr w/\$\$250 daily max	\$100/hour w/\$500 max	\$50/hr w/\$\$250 daily max	\$100/hour w/\$500 max
* Free to governmental agencies when hosting events. Open to public access at no cost sunrise to sunset. Fee above would reserve space for event/function and restrict access by others during that time period. Cleaning fee assessed at the discretion of the Airport Director for events where one-time cleaning by a professional agency may be required following completion of an event.The fee for rental of observation deck or conference room space during the week prior and week of Concours d'Elegance will be as negotiated by the Airport Director.		* Free to governmental agencies when hosting events. Open to public access at no cost sunrise to sunset. Fee above would reserve space for event/function and restrict access by others during that time period. Cleaning fee assessed at the discretion of the Airport Director for events where one-time cleaning by a professional agency may be required following completion of an event.The fee for rental of observation deck or conference room space during the week prior and week of Concours d'Elegance will be as negotiated by the Airport Director.	
Terminal Conference Room (Max Capacity - 46 Individuals)		Terminal Conference Room (Max Capacity - 46 Individuals)	
Airport Tenant (Has leasehold or rental on Airport) or City Employee	Other Users	Airport Tenant (Has leasehold or rental on Airport) or City Employee	Other Users
\$10/hr with 2-hour minimum;	\$35/hour with 2-hour minimum; \$200 per day	\$10/hr with 2-hour minimum;	\$35/hour with 2-hour minimum; \$200 per day
* Free to governmental agencies when hosting events. Open to public access at no cost sunrise to sunset. Cleaning fee assessed at the discretion of the Airport Director for events where one-time cleaning by a professional agency may be required following completion of the event. The fee for rental of observation deck or conference room space during the week prior and week of Concours d'Elegance will be as negotiated by the Airport Director.		* Free to governmental agencies when hosting events. Open to public access at no cost sunrise to sunset. Cleaning fee assessed at the discretion of the Airport Director for events where one-time cleaning by a professional agency may be required following completion of the event. The fee for rental of observation deck or conference room space during the week prior and week of Concours d'Elegance will be as negotiated by the Airport Director.	
Building	Monthly Rent/Unit (Pre-Tax)	Building	Monthly Rent/Unit (Pre-Tax)
Building 1	\$300.00/Month	Building 1	\$300.00/Month
Building 2	\$300.00/Month	Building 2	\$300.00/Month
Building 3	\$300.00/Month	Building 3	\$300.00/Month
Building 4	\$300.00/Month	Building 4	\$300.00/Month
Building 5	\$300.00/Month	Building 5	\$300.00/Month
Building 6	\$300.00/Month	Building 6	\$300.00/Month
Building 7 Units Without Additional Space	\$300.00/Month	Building 7 Units Without Additional Space	\$300.00/Month
Building 8 Units Without Additional Space	\$400.00/Month	Building 8 Units Without Additional Space	\$400.00/Month
Building 9	\$575.00/Month	Building 9	\$575.00/Month
Buildings 1 - 7 Units With Additional Space	\$335.00/Month	Buildings 1 - 7 Units With Additional Space	\$335.00/Month
Building 8 Units With Additional Space	\$435.00/Month	Building 8 Units With Additional Space	\$435.00/Month
Storage Units B,C,D,E,F & H	\$5.60 Annual Rent/Square Foot	Storage Units B,C,D,E,F & H	\$5.60 Annual Rent/Square Foot
Storage Units A & G	\$12.00 Annual Rent/Square Foot	Storage Units A & G	\$12.00 Annual Rent/Square Foot
*Note: These base rates were established in 2018 and will be annually adjusted by CPI or following a market rate analysis in accordance with the rental agreement provisions.		*Note: The rates above are the base rates established in 2018 and these rates will be annually adjusted by CPI or in accordance with rental agreement provisions.	

+ Corresponds to the charge for use of other City signs

NOTE: All fees and rents plus applicable state sales tax and any required applicable ad valorem taxes.

+ Corresponds to the charge for use of other City signs

NOTE: All fees and rents plus applicable state sales tax and any required applicable ad valorem taxes.

BUILDING

Administrative

	<u>Current Fee:</u>	<u>Proposed Fee:</u>
Letters of code determination for building or code/administrative issues provided by the Building Official	\$50.00	\$100.00
Certificate of Occupancy re-issuance for existing structures (inspection required)	\$25.00	\$25.00
Flood Zone Determination Letter	\$50.00	\$125.00
Renew expired/revoked permit	25% of original permit fee	35% of original permit fee
Oversize Building plans (for drop-off to Printer)		
Flat fee collected at time of request	\$15.00 flat fee + cost of copies	

NSF Check Fees

Face Value of Check less than \$50.00	\$25.00	\$25.00
Face Value of Check \$50.00 to \$299.99	\$30.00	\$30.00
\$300 and up	\$40.00 or 5% of Face Value (whichever is greater)	\$40.00 or 5% of Face Value (whichever is greater)

Building Code, residential/commercial:

Jobs less than \$1,000	\$50.00	\$50.00
First \$1,000 of job cost	\$80.00	\$80.00
Plus for each additional \$1,000 of job cost	\$7.00	\$7.00

Remodeling

Jobs less than \$1,000	\$50.00	\$50.00
First \$1,000 of job cost	\$80.00	\$80.00
Plus for each additional \$1,000 of job cost	\$7.00	\$7.00

Plan Review

50% of Building Permit cost	50% of Building Permit cost (paid at time of submittal)
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Foundation Only Permit (no deduction from permit fee)

25% of Building Permit cost	25% of Building Permit cost (paid at time of submittal)
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Fence (structural)

First \$1,000 of job cost	\$50.00	\$50.00
Plus for each additional \$1,000 of job cost	\$7.00	\$7.00

Roofing residential/commercial

Roofing permits for new construction are separate from the building permit Expection: 1 Sq does not require a permit		
Re-roofing or New Roof (all materials)		
First \$2,000 of job cost	\$80.00	\$80.00
Plus for each additional \$1,000 of job cost	\$7.00	\$7.00

Misc Permits

Siding up to 10 sq.	\$80.00	\$80.00
(over \$1000.00 cost revert to permit schedule fee)	80.00 + 7.00 each additional \$1000	80.00 + 7.00 each additional \$1000
Pre-fab Accessory structures (between 151 SF to 250 SF non-aluminum)	Per ICC Data + Plan Review Fee	Per ICC Data + Plan Review Fee
Pre-fab Accessory structures (between 250 SF + non-aluminum)	Per ICC Data + Plan Review Fee	Per ICC Data + Plan Review Fee
Work without a Permit - 4 times the Building Permit Fee		

Foundation Only	25% of new building permit fee	25% of new building permit fee
Plan Review Fee on 4th submission (per F.S. 553.80)	Quadruple Fee	Quadruple Fee
Cell Tower Co - Location Of Structure	\$400.00	\$400.00
Docks (structure only-electrical, plumbing separate)	\$0.30 per square foot or \$210.00 minimum	\$0.30 per square foot or \$210.00 minimum
Irrigation	\$80.00	\$80.00

Plan Revision

Commercial (1-5 Sheets)	\$50.00	\$50.00
Each Additional Sheet	\$5.00	\$5.00
Residential (1-5 Sheets)	\$40.00	\$40.00

Pre-Review

Residential	\$150.00	\$150.00
Commercial	\$250.00	\$250.00

	<u>Current Fee:</u>	<u>Proposed Fee:</u>
Fire or Storm Damage Determination for power reconnection	\$35.00	\$35.00
Stocking Permit (no occupancy merely stocking merchandise/inventory)	\$50.00	\$50.00
<u>Construction Trailer Inspection</u>	\$100.00	\$100.00
<u>Demolition</u>		
Up to \$2,000 job cost	\$100.00	\$100.00
Plus for each additional \$1,000 of job cost	\$7.00	\$7.00
<u>Electrical Code</u>		
Single Phase:		
Below 100 Amps	\$60.00	\$60.00
100 Amps	\$70.00	\$70.00
150 Amps	\$80.00	\$80.00
200 Amps	\$90.00	\$90.00
300 Amps	\$105.00	\$105.00
400 Amps	\$115.00	\$115.00
600 Amps	\$125.00	\$125.00
800 Amps	\$140.00	\$140.00
1000 Amps	\$200.00	\$200.00
Three Phase:		
0-150 Amps	\$155.00	\$155.00
151-200 Amps	\$165.00	\$165.00
201-400 Amps	\$195.00	\$195.00
401-600 Amps	\$255.00	\$255.00
601-800 Amps	\$295.00	\$295.00
801-1000 Amps	\$325.00	\$325.00
Interior Wiring or Rewiring:		
Residential	\$80.00	\$80.00
Commercial	\$100.00	\$100.00
Interior Wiring or Rewiring Low Voltage:		
Residential	\$50.00	\$50.00
Commercial	\$50.00	\$50.00
Changeout/Repair - Same Amperage:		
Residential	\$80.00	\$80.00
Commercial	\$100.00	\$100.00
Swimming Pool Wiring:		
Residential	\$50.00	\$50.00
Commercial	\$100.00	\$100.00
Reconnect of Disconnected Service	\$75.00	\$75.00
Temporary Pole	\$75.00	\$75.00
Electrical Safety Inspection (structures without power > 6 months or if requested by utilities)	\$50.00	\$50.00
<u>Gas Code</u>		
First \$1,000 of job cost	\$80.00	\$80.00
Installation of tanks	\$75.00	\$75.00
Each additional \$1,000 of job cost	\$7.00	\$7.00
<u>Mechanical Code</u>		
Change out equipment only - First \$1,000 of job cost (per unit)	\$80.00	\$80.00
New construction or with duct work	\$160.00	\$160.00
Coolers (per unit)	\$160.00	\$160.00
Each additional \$1,000 of job cost	\$7.00	\$7.00
<u>Plumbing Code</u>		
Jobs less than \$1,000 (no plan review and requiring only 1 inspection)	\$50.00	\$50.00
First \$1,000 of job cost	\$80.00	\$80.00
Each additional \$1,000 of job cost	\$7.00	\$7.00
Plus:		
Each roughed or plugged waste outlet	\$7.00	\$7.00
Each fixture or appliance set on new or old roughed	\$7.00	\$7.00
Water heater changeout	\$50.00	\$50.00

<u>Re-inspection Fees</u>	<u>Current Fee:</u>	<u>Proposed Fee:</u>
Fee for all permit types listed:		
First	\$35.00	\$35.00
Second	\$70.00	\$70.00
Third	\$140.00	\$140.00
Partial Inspections	\$35.00	\$35.00
Time Specific Inspection (during regular business hours)	\$75.00	\$75.00
<u>Building Permit Refunds</u>		
Prior to 1st Inspection (not including Notice of Commencement)	50% of fee	50% of fee
After 1st Inspection	No Refund	No Refund
Six months after application submitted or permit issued	No Refund	No Refund
<u>Plan Copies</u>		
Oversize Building plans (Black and White)	\$5.00 per page	
<u>Private Provider</u>		
Residential New Buildings - F.S. 553.791 (2) (a)	Refund \$35.00 per inspection if using Private Provider for inspection.	Refund \$35.00 per inspection if using Private Provider for inspection.
Private Provider - Commercial - New buildings and Additions -	Refund 15% if using Private Provider for plan review.	Refund 15% if using Private Provider for plan review.
Add New Inspector to a Private Provider	\$100.00	\$100.00
<u>After Hours Inspections - Temporary CO's</u>		
Residential	\$100.00	\$100.00
Commercial	\$150.00	\$150.00
<u>After Hour Inspections (M-F after 5 pm or Weekends)</u>	\$75.00 per hour (minimum of four hours)	\$75.00 per hour (minimum of four hours)
<u>New Construction (other than buildings)</u>	\$4.00/\$1,000.00 of estimated cost or fractional part thereof	\$4.00/\$1,000.00 of estimated cost or fractional part thereof

BUSINESS/CODE ENFORCEMENT**Dining with Dogs**

Dining with Dogs Initial Permit	<u>Current Fee:</u> \$40.00 one time fee	<u>Proposed Fee:</u> \$40.00 one time fee
Duplicate Copy of Dining with Dogs Permit	\$25.00	\$25.00

Local Business Tax Receipt

LBTR Fees	See Code Section 74-80	See Code Section 74-80
Duplicate LBTR	\$5.00	\$5.00
Penalty for opening a business without application of LBTR	\$250.00 + cost of LBTR	\$250.00 + cost of LBTR

Right of Way Encroachment

\$35.00 annually	\$35.00 annually
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Resort Rental Dwelling Permit

New application	\$300.00	\$300.00
Annual Renewal	\$200.00	\$200.00
Duplicate Permit	\$5.00	\$5.00
Penalty for Short Term Rental without a Permit	\$1,000.00	\$1,000.00

Vehicle for Hire

Vehicle for Hire: Fernandina Beach-based or Not Permitted by Another Jurisdiction (Medallion, Drivers ID Card, and Permit per vehicle/per driver)	\$150.00 initial application per vehicle	\$150.00 initial application per vehicle
Renewals for Vehicle for Hire: Fernandina Beach-based or Not Permitted by Another Jurisdiction (Medallion, Drivers ID Card, and Permit per vehicle/per driver)	\$150.00 annually per vehicle	\$150.00 annually per vehicle
Vehicle for Hire: Permitted in another jurisdiction (registration and medallion)	\$75.00 initial application per vehicle	\$75.00 initial application per vehicle
Renewals for Vehicle for Hire: Permitted in another jurisdiction (registration and medallion)	\$75.00 per vehicle annually	\$75.00 per vehicle annually
Driver ID Card	\$50.00 per driver annually	\$50.00 per driver annually
Duplicate Medallion	\$40.00 per vehicle	\$40.00 per vehicle
Duplicate Permit	\$35.00 per vehicle	\$35.00 per vehicle
Duplicate Driver ID Cards	\$35.00 per driver	\$35.00 per driver

Street Performers

Individual or Group	\$300.00	\$300.00
Renewals	\$300.00 annually	\$300.00 annually

Street Artist

Renewals	\$300.00	\$300.00
	\$300.00 annually	\$300.00 annually

Signs

Pickup of Illegal Signs	\$25.00	\$25.00
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CITY CLERK'S OFFICE

	<u>Current Fee:</u>	<u>Proposed Fee:</u>
<u>Photocopies:</u>		
8½X 11	\$.15 per page	\$.15 per page
8½X 11 (Double-sided)	\$.20 per page	\$.20 per page
8½X 14	\$.15 per page	\$.15 per page
8½X 14 (Double-sided)	\$.20 per page	\$.20 per page
11 x 17	\$.25 per page	\$.25 per page
Certified Copies	\$1.00 per copy	\$1.00 per copy
CD	\$0.50	\$0.50
DVD	\$2.00	\$2.00
Cassette Tape	\$1.00	\$1.00
<u>Lien Letters</u>		
Regular request (within 5 business days)	\$20.00	\$20.00
Rush request (within 2 business days)	\$40.00	\$40.00
<u>Miscellaneous:</u>		
Public Records Request	Cost per page above	Cost per page above
Public Records Request Extensive Use Fee:		
Calculated when the nature or volume of requested public records is such to require extensive use of information technology resources, or extensive use of clerical or supervisory assistance, or both:	Actual Cost Incurred	Actual Cost Incurred

***(+/- City's cost)**

FIRE

		<u>Current Fee:</u>	<u>Proposed Fee:</u>
General Plan Review:			
Commercial/Multi Family Structures		45% of Bldg Permit Fee	45% of Bldg Permit Fee
Site Plan Review (Technical Review Committee)		\$100.00	\$100.00
Fire Sprinkler System:			
Minimum fee for systems with up to 50 heads		\$80.00	\$80.00
Fee for systems with over 50 heads		\$80.00 plus \$1.00 per head over 50	\$80.00 plus \$1.00 per head over 50
Private Fire Service Water Mains (Note: If permitted separately from Fire Sprinkler System)		\$100.00	\$100.00
Additional Hydrostatic Test Inspection:		\$54.00 each	\$54.00 each
<i>(Note: Above Fees include cost of review, one hydrostatic test inspection, and one final inspection.)</i>			
Fire Pumps		\$60.00	\$60.00
Stand pipes (Note: If permitted separately from Fire Sprinkler System)		\$100.00	\$100.00
Fire Alarm:			
Minimum fee for FACP & 10 devices on the system		\$60.00	\$60.00
Systems with a FACP & more than 10 initiating or notification devices		\$60.00 plus \$1.50 per device	\$60.00 plus \$1.50 per device
Commercial Kitchen Exhaust Hood:		\$60.00	\$60.00
Hood Fire Suppression System		\$60.00	\$60.00
Plans Re-Submittal fee:			
First re-submittal		N/C	N/C
Second re-submittal		\$110.00	\$110.00
Third re-submittal		4 x Original	4 x Original
Minor Revised Plan Review Following Approval		\$40.00	\$40.00
Review of NEW Plans after approval		\$68.00	\$68.00
Penalty for starting work without a Fire Marshal Permit		2 X permit fee	2 X permit fee
Re-inspection for unprepared sites:			
First re-inspection		\$55.00	\$55.00
Each additional unprepared re-inspection		\$110.00	\$110.00
After hours, weekend, or holiday inspection:			
Minimum fee paid in advance – 2 hours minimum		\$110.00	\$110.00
Additional per hour fee (after initial 2 hours)		\$55.00	\$55.00
<i>(Note: Subject to availability)</i>			
Annual Fire Inspections (for facilities required to hold a license to operate):			
Annual, Periodic & Mandated State Inspections (Group homes, daycare, counseling centers, restaurants, gas stations, etc.)		\$50.00 min.	\$50.00 min.
Facility > 3,000 sq ft		\$50.00+ \$7.00/1,000 sq ft	\$50.00+ \$7.00/1,000 sq ft
		\$300.00 Max.	\$300.00 Max.
Permits for Operations/Events/Other Services			
Address Assignments		\$10.00	\$10.00
Address Assignment Verification Letter		\$10.00	\$10.00
Aircraft Hangars		\$50.00	\$50.00
Aircraft Refueling Vehicles		\$50.00	\$50.00
Bonfires		\$100.00	\$100.00
Carnivals and Fairs		\$50.00	\$50.00
Cutting and Welding Operations		\$50.00	\$50.00
Explosives (blasting operations)		\$100.00	\$100.00
Fire Insurance Rating Verification Letter		\$10.00	\$10.00
Fireworks public displays		\$100.00	\$100.00
Hot Work Operations		\$50.00	\$50.00

		<u>Current Fee:</u>	<u>Proposed Fee:</u>
Local Business Tax Receipt (LBTR) Inspection		\$25.00	\$25.00
Misc. Construction/Installation Permits (Tanks, Compressed Gas Systems, Pipelines, etc.)		\$50.00	\$50.00
Temporary Sale of Consumer Fireworks		\$50.00	\$50.00
Tents, Canopies, and Membrane structures		\$25.00	\$25.00
Other required permits (Florida Fire Prevention Code)		\$50.00	\$50.00
Special Event Services: (3 Hour Minimum for all personnel)			
Fire Engine		\$60.00/hour	\$60.00/hour
Ambulance		\$40.00/hour	\$40.00/hour
Firefighter/Paramedic/EMT		\$35.00/hour	\$35.00/hour
Ocean Rescue Lifeguard (2 Guard Minimum)		\$15.00/hour	<u>\$20.00/hour</u>
<i>(Note: 1 guard per 35 swimmers during events)</i>			
EMS Transport Billing			
Basic Life Support (BLS)		\$470.00	\$470.00
Advanced Life Support (ALS) 1		\$635.00	\$635.00
Advanced Life Support (ALS) 2		\$660.00	\$660.00
Mileage		\$10.00/mile	\$10.00/mile

FERNANDINA BEACH GOLF CLUB:

	<u>Current Fee:</u>	<u>With 7% Tax</u>	<u>Proposed Fee:</u>	<u>With 7% Tax</u>
<u>Daily Fees</u>				
Member Walk Fee (Per 9)	\$4.50	\$4.82	\$4.67	\$5.00
Member Walk Fee (Per 18)	\$9.00	\$9.63	\$9.35	\$10.00
<u>Daily Greens Fees</u>				
Junior Green Fee (Per 18)	\$12.00	\$12.84	\$13.08	\$14.00
Junior Green Fee (Per 9)	\$6.00	\$6.42	\$8.41	\$9.00
Weekday (Per 9)	\$19.00	\$20.33	\$20.56	\$22.00
Weekday (Per 18)	\$24.00	\$25.68	\$25.23	\$27.00
Weekend (Per 9)	\$23.00	\$24.61	\$23.00	\$24.61
Weekend (Per 18)	\$28.00	\$29.96	\$28.00	\$29.96
<u>Driving Range</u>				
Small	\$6.00	\$6.42	\$6.00	\$6.42
Medium				
Large	\$9.00	\$9.63	\$9.00	\$9.63
<u>Club Rentals</u>				
Junior	\$15.00	\$16.05	\$15.00	\$16.05
9 Holes	\$20.00	\$21.40	\$20.00	\$21.40
18 Holes	\$30.00	\$32.10	\$30.00	\$32.10
<u>Membership (A)</u>				
· Reserve tee times 14 days prior to playing				
· \$21.00 member fee (18 holes)	\$21.00	\$22.47	\$21.00	\$22.47
· \$16.00 Twilight Member Fee	\$16.00	\$17.12	\$16.00	\$17.12
· \$10.50 member fee (9 holes)	\$10.50	\$11.24	\$10.50	\$11.24
· \$9.00 walking fee (18 holes)	\$9.00	\$9.63	\$9.00	\$9.63
· \$4.50 walking fee (9 holes)	\$4.50	\$4.82	\$4.50	\$4.82
· 10% off non-sale items in Pro Shop (Soft Goods)				
· 10% off non-sale items in Pro Shop (Hard Goods)				
· 10% off Food & Beverage				
· 2 Free Guest Passes				
· 50% off Range Balls				
· Monthly Member Loyalty Calendar				
· Member Event Calendar				
Junior / City Resident (Annual)	\$150.00	\$160.50	\$150.00	\$160.50
Senior / City Resident (Annual)	\$650.00	\$695.50	\$650.00	\$695.50
(Monthly dues)	\$59.00	\$63.13	\$59.00	\$63.13
Single / City Resident (Annual)	\$725.00	\$775.75	\$725.00	\$775.75
(Monthly dues)	\$65.00	\$69.55	\$65.00	\$69.55
Couple City Resident (Annual)	\$1,125.00	\$1,203.75	\$1,125.00	\$1,203.75
(Monthly dues)	\$99.00	\$105.93	\$99.00	\$105.93
Senior Couple City Resident (Annual)	\$1,025.00	\$1,096.75	\$1,025.00	\$1,096.75
(Monthly dues)	\$90.00	\$96.30	\$90.00	\$96.30
Junior / Non Resident (Annual)	\$200.00	\$214.00	\$200.00	\$214.00
Senior / Non Resident (Annual)	\$750.00	\$802.50	\$750.00	\$802.50
(Monthly dues)	\$67.00	\$71.69	\$67.00	\$71.69
Single / Non Resident (Annual)	\$825.00	\$882.75	\$825.00	\$882.75
(Monthly dues)	\$74.00	\$79.18	\$74.00	\$79.18
Couple Non Resident (Annual)	\$1,225.00	\$1,310.75	\$1,225.00	\$1,310.75
(Monthly dues)	\$107.00	\$114.49	\$107.00	\$114.49
Senior Couple Non Resident (Annual)	\$1,125.00	\$1,203.75	\$1,125.00	\$1,203.75
(Monthly dues)	\$99.00	\$105.93	\$99.00	\$105.93
(Monthly dues requires one year contract)				
<u>Membership (B)</u>				
Beach Card	\$69.99	\$74.89	\$69.99	\$74.89
· Reserve tee times 7 days in advance of playing				
· 18 holes/cart - \$29.00 \$31.00				
· 18 holes/cart after twilight (1 PM) - \$24.00				
· 18 holes walking - \$18.00				
· 9 holes/cart - \$20.00				
· 9 holes walking - \$12.00				
<u>Membership (C)</u>				
Unlimited Golf	\$3,000.00	\$3,210.00	\$3,000.00	\$3,210.00
Unlimited Range Balls				
Monthly dues (with 12 month contract)	\$255.00	\$272.85	\$255.00	\$272.85
Monthly dues (with 5 month contract)	\$295.00	\$315.65	\$295.00	\$315.65
<u>Membership (D)</u>				
Player Development Program				
· Unlimited Range Balls everyday				
· \$14 cart fee only golf everyday after twilight				
Single (billed monthly)	\$29.99	\$32.09	\$49.99	\$53.49
Member Pricing (Unlimited Range balls) Annually	\$120.00	\$128.40	\$120.00	\$128.40
<u>Membership Family</u>				
<u>City Resident</u>	\$1,250.00	\$1,337.50	\$1,250.00	\$1,337.50
<u>Non-City Resident</u>	\$1,350.00	\$1,444.50	\$1,350.00	\$1,444.50

	<u>Current Fee:</u>	<u>With 7% Tax</u>	<u>Proposed Fee:</u>	<u>With 7% Tax</u>
Families all living at the same address				
Children up to the age of 24 years old at the time of purchase				
· Reserve tee times 14 days prior to playing				
· \$21.00 Member Cart fee (18 holes)				
· \$16.00 Twilight Member Cart Fee				
· \$10.50 Member Cart fee (9 holes)				
· \$9.00 Walking fee (18 holes)				
· \$4.50 Walking fee (9 holes)				
· 10% off non-sale items in Pro Shop (Soft Goods)				
· 10% off non-sale items in Pro Shop (Hard Goods)				
· 10% off Food & Beverage				
· 2 Free Guest Passes				
· 50% off Range Balls				
· Monthly Member Loyalty Calendar				
· Member Event Calendar				

Cart Fees

Cart Fee (Per 9)	\$10.50	\$11.24	\$10.50	\$11.24
Cart Fee (Per 18)	\$21.00	\$22.47	\$21.00	\$22.47

Employee Fees

City Employee Fee (Per 9)	\$12.00	\$12.84	\$12.00	\$12.84
City Employee Fee (Per 18)	\$21.00	\$22.47	\$21.00	\$22.47
City Employee Walking Fee (per 9)	\$5.00	\$5.35	\$5.00	\$5.35

All regular full-time employees and retired employees with 25 years of service are eligible to play golf (w/cart) at the City Course with a surcharge per eighteen holes played. This privilege is subject to availability.

Banquet Facility Rental

Up to 50 People	\$350.00	\$374.50	\$350.00	\$374.50
51 to 100 people	\$450.00	\$481.50	\$450.00	\$481.50
Over 100 people	\$550.00	\$588.50	\$550.00	\$588.50

Conference Room

½ day rental (4 hours or less)	\$75.00	\$80.25	\$75.00	\$80.25
Full day (4 hours more)	\$125.00	\$133.75	\$125.00	\$133.75

Dance Floor

\$150.00	\$160.50	\$150.00	\$160.50
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Ceremony Fee

\$500.00	\$535.00	\$500.00	\$535.00
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Top Tracer Range Memberships

Top Tracer Elite

\$350.00 per month (with 12-month commitment)
\$4,000.00 Single Payment

TT Bays

Range Balls
9 Holes
18 Holes
9 Holes (Twilight)
18 Holes (Twilight)

4 Bay Rentals per month 50% off all additional
Included
Included
Included
Included

Top Tracer Game Improvement

\$49.99 per month (with 6-month commitment)
\$550.00 Single Payment

TT Bays

Range Balls
9 Holes W/Cart
9 Holes Walking
18 Holes W/Cart
18 Holes Walking
9 Holes Twilight W/Cart
9 Holes Twilight Walking
18 Holes Twilight W/Cart
18 Holes Walking Twilight

2 Off-peak Bay per month 50% discount on all other TT Bay rentals
Unlimited
\$21.00
\$13.00
\$31.00
\$20.00
\$15.00
\$10.00
\$20.00
\$15.00

Top Tracer Bay Rental

Open - 3:00 pm
3:00 pm - Close

\$20.00 per hour
\$40.00 per hour

Corporate Sponsorship

\$2,000 monthly (with 6-month commitment)

1 - 2 Hour Bay per day/30 - 2 Hour Bays per month
Additional hours at 50% discount
Plus your logo and contact information on building.

<u>Current Fee:</u>	<u>With 7% Tax</u>	<u>Proposed Fee:</u>	<u>With 7% Tax</u>
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IMPACT FEES**Current Fees:**

Type of Development	Residential Development Per FT ² of Heated Area	Non-Residential Development per FT ² of Floor Area
Fire Protection	\$0.36	\$0.36
Police Protection	\$0.26	\$0.26
Parks & Recreation	\$2.89	\$0.00
Public Facilities	\$0.44	\$0.44
Total	\$3.95	\$1.06

Proposed Fees:

Type of Development	Residential Development Per FT ² of Heated Area	Non-Residential Development per FT ² of Floor Area
Fire Protection	\$0.36	\$0.36
Police Protection	\$0.26	\$0.26
Parks & Recreation	\$2.89	\$0.00
Public Facilities	\$0.44	\$0.44
Total	\$3.95	\$1.06

CITY MANAGER'S OFFICE

Horseback Riding Permits

Current Fee:

\$25.00

Proposed Fee:

\$25.00

FERNANDINA HARBOR MARINA

	<u>Current Fee:</u>	<u>Proposed Fee:</u>
<u>Recreational Vessel Dockage Rates:</u>		
Daily – Internal Slips Dock 2S / 3S	\$1.50/foot	\$1.50/foot
Daily – Breakwater Dock 1N / 1S / 2N /3N	\$2.50/foot	\$2.50/foot
Short-term up to three hours - vessels < 25 feet Dock 3S	\$10.00	\$10.00
Short-term up to three hours - vessels > 25 feet Dock 3S	\$15.00	\$15.00
Weekly – Internal Slips Dock 2S / 3S	\$7.50	\$7.50
Weekly – Breakwater Dock 1N / 1S / 2N /3N	\$12.00	\$12.00
Monthly - Internal Slips Dock 2S / 3S	\$15.50	\$15.50
** Premium Locations	\$19.25	\$19.25
*Monthly - Seasonal Docks 1N / 1S / 2N /3N	\$21.25	\$21.25

**Only available in the off-season determined by Marina Manaaement*
*** Locations determined by Marina Management - Current Dock 1, 2N, 3N and first 3 sections of Dock 2S*

	<u>Current Fee:</u>	<u>Proposed Fee:</u>
<u>Mooring Fees:</u>		
Daily:	\$25.00	\$25.00
Weekly:	\$150.00	\$150.00
Monthly:	\$495.00	\$495.00

	<u>Current Fee:</u>	<u>Proposed Fee:</u>
<u>Commercial Access Fee (for pick-up and drop-off):</u>		
Vessels up to 45 feet	\$35.00/per day	\$35.00/per day
Vessels 46 feet and over	\$2.75/foot/per day	\$2.75/foot/per day
Annual Pick Up/Drop Off for Vessels < 45 feet	\$1,500.00 per fiscal year	\$1,500.00 per fiscal year

	<u>Current Fee:</u>	<u>Proposed Fee:</u>
<u>Live Aboard:</u>		
Monthly (two-person maximum)	\$300.00/month	\$300.00/month
Additional cost per person	\$150.00/month	\$150.00/month

	<u>Current Fee:</u>		<u>Proposed Fee:</u>	
(Vessels up to 10 feet maximum)	Daily	Weekly	Daily	Weekly
Dockage Only	\$4.00	\$20.00	\$4.00	\$20.00
With Showers	\$8.00	\$50.00	\$8.00	\$50.00
With Captain's Lounge Access	\$12.00	\$60.00	\$12.00	\$60.00

	<u>*Current Fee:</u>			<u>*Proposed Fee:</u>		
	110volt/30amp	220v/50a	220v/100a	110volt/30amp	220v/50a	480v /100a
Daily	\$6.00	\$12.00	\$25.00	\$6.00	\$12.00	\$25.00
Weekly	\$30.00	\$72.00	\$125.00	\$30.00	\$72.00	\$125.00
Monthly	\$60.00	\$125.00	\$350.00	\$60.00	\$125.00	\$350.00
Live-Aboard	\$110.00 Monthly	\$195.00 Monthly	\$450.00 Monthly	\$110.00 Monthly	\$195.00 Monthly	\$450.00 Monthly
	* Fees are minimum amounts. Excessive electrical usage, as determined by Marina Management, will be billed appropriately. Electric charges for long term vessels registered with the State of Florida for Commercial Use will be charged for electricity consumed or a minimum of \$10.00 per month whichever is greater.			* Fees are minimum amounts. Excessive electrical usage, as determined by Marina Management, will be billed appropriately. Electric charges for long term vessels registered with the State of Florida for Commercial Use will be charged for electricity consumed or a minimum of \$10.00 per month whichever is greater.		

Merchandise/Docking Agreement/Events:

The City Manager or his designee shall be authorized, and is responsible for the establishment of operational procedures for marina services, merchandise, and berthing agreements that are not otherwise provided herein, including the following:

1. Fuel prices and quantity discounts;
2. Concession and mooring pricing;
3. Dockage and mooring agreements and seasonal discount pricing;
4. Special events, holidays, and high demand daily and weekly dockage and mooring pricing;
5. Special commercial activity, not defined in the standard fees;
6. Merchandise pricing and incentive discount pricing;
7. Live-aboard surcharge;

8. All other items not specifically addressed herein, necessary for the effective and profitable operation of market-based business.

SECTION 1.

Vessels will be assessed, and shall pay, the approved fees and rates as described herein, unless otherwise exempted by the City Commission with a franchise agreement.

SECTION 2.

All dockage and mooring rates and fees shall be determined increase annually, based on the CONSUMER PRICE INDEX (CPI), Southern Region.

All other fees, (including, but not limited to electricity) shall be increased based on current market and economic conditions.

PLANNING & CONSERVATION

	<u>Current Fee:</u>	<u>Proposed Fee:</u>
<u>Board of Adjustment</u>		
Administrative Appeal	\$450.00	\$500.00
Variance - Residential	\$850.00	\$1,000.00
Variance - Non-Residential/Multi-Family/ 2 or more residential units/Mixed Use	\$1,000.00	\$2,500.00

<u>Historic District Council</u>		
Certificate of Approval: Staff	\$20.00	\$25.00
Certificate of Approval Board - Residential (1 single family home)	\$200.00	\$250.00
Certificate of Approval Board - Commercial/ Multi-Family/ 2 or more residential units/Mixed Use	\$250.00	\$400.00
Demolition of Primary Structure - Non-Contributing	\$300.00	\$1,500.00
Demolition of Primary Structure - Contributing	\$1,200.00	\$7,500.00
Variance - Residential	\$850.00	
Variance - Non-Residential/Multi-Family/2 or more residential units/Mixed Use	\$1,000.00	\$2,500.00
After-the-fact approval for Board C.O.A.	\$1,000.00	\$1,500.00
After-the-fact approval for Staff C.O.A.	\$80.00	\$100.00
Newsrack Fee (New Location)	\$15.00	
Newsrack Fee (Annual Renewal)	\$15.00	
HDC Amendment Fees (offset of staff time and advertising)	1/2 cost of original COA fee	

<u>Planning Advisory Board</u>		
Large Scale Future Land Use Map Amendment	\$2,000.00	\$5,000.00
Small Scale Future Land Use Map Amendment	\$1,000.00	\$2,500.00
Comprehensive Plan Text Amendment	\$1,700.00	
Change of Zoning Designation: Large Scale	\$2,000.00	\$5,000.00
Change of Zoning Designation: Small Scale	\$1,000.00	\$2,500.00
Land Development Code Text Amendment	\$1,000.00	\$1,500.00
Water/ Sewer Agreement	\$300.00	
Voluntary Annexation	\$1,500.00	\$2,000.00
Development of Regional Impact:		
Amend Development Order		\$1,500.00

Re-Plat / Preliminary Plat (less than 20 units)	\$1,000.00	\$3,000.00
Re-Plat / Preliminary Plat (20+ units)	\$1,600.00	\$5,000.00
Re-Plat / Final Plat	\$850.00	\$1,500.00
Vacate/ Open Public right-of-way	\$1,700.00	\$3,500.00
New Telecommunications Structure	\$2,000.00	
Collocation or Modification of Existing Structure	\$1,000.00	
Small Cell outside ROW (per application)	\$500.00	
Application Fee for Each Revision to PAB Applications (offset of additional display ad fees)	\$400.00	1/2 cost of original application fee

<u>Technical Review Committee</u>		
TRC Engineering Review (consultant hourly rate)	\$125.00	
TRC Staff Review Application Fee:	No fee for Pre-application submittals	
Initial Submittal + 2 resubmittals	\$400.00 + 2% of project construction cost (maximum \$3,000.00)	(maximum cost \$5,500.00)
3 rd and subsequent resubmittals	\$400.00 each	
Change of Use Determination Letter	\$50.00	

<u>Site Infrastructure Permit</u>		
First \$1,000 of job cost	\$160.00	
Plus for each additional \$1,000 of job cost	\$14.00	
Tree Protection and Site Inspection Fee	\$25.00	see cost for tree removal inspections

Tree Removal Permit Fees

<u>Fees:</u>		
Base Fee, up to 3 trees	\$300.00	\$500.00
Each Additional Tree	\$85.00	\$100.00
Tree Inspection Fee: Residential- Single Lot	\$450.00	\$200.00
Tree Inspection Fee: Subdivision, Mixed Use, Non-Residential	\$600.00	\$1,000.00
Maximum Fee (less than 5 acres)	\$15,000.00	REMOVE MAXIMUM
Maximum Fee (greater than 5 acres)	\$30,000.00	REMOVE MAXIMUM
In Lieu Fee (Tree Replacement)	\$400/Tree	

<u>Zoning Review Permit</u>		
Non-structural fence	\$50.00	
Exempted accessory structures (< 12' ridge ht, ≤ 150 s.f., non-aluminum)	\$100.00 (all others require General Building Permit + fees)	
Exempted Residential Deck (≤ 12" above grade and ≤ 150 s.f.)	\$100.00 (all others require General Building Permit + fees)	

	<u>Current Fee:</u>	<u>Proposed Fee:</u>
After-the-Fact Zoning Permit	\$200.00	
<u>Administrative</u>		
Plan Review (as connected to issuance of building permits)	\$100.00	<u>\$250.00</u>
Expedited Plan Review - as connected to issuance of building permits (5 business days)	\$300.00	<u>\$500.00</u>
DEP Letter plus 1 Revision	\$100.00	<u>\$200.00</u>
DEP Letter – 2nd and later Revisions	\$25.00	<u>\$35.00</u>
Zoning sign off for alcoholic beverage license	\$25.00	<u>\$50.00</u>
Zoning Certification Letter	\$75.00	<u>\$100.00</u>
Due Diligence Letter	\$250.00	
Minor Subdivision/ Lot Line Adjustment	\$400.00	<u>\$600.00</u>
Context Sensitive Review Determination	\$400.00	
NSF Check Fee (up to)	\$40.00	
Public School Concurrency Review Fee	\$250.00	
<u>Plan Copies</u>		
Hard Copy of Comprehensive Plan	\$25.00	<u>\$50.00</u>
Land Development Code	\$35.00	<u>\$50.00</u>
CRA Design Guidelines	\$25.00	<u>\$50.00</u>
Design Guidelines for Downtown or Old Town	\$25.00	<u>\$50.00</u>
Oversize Building plans (for delivery to copier)	\$25.00 flat fee + cost of copies	
<u>Maps</u>		
Map: 8 ½ x 11	\$2.00	
Map: 11 x 17	\$5.00	
Map: 17 x 22 (black and white only)	\$10.00	
Map: 24 x 36 (black and white only)	\$20.00	
Map: 34 x 42 (black and white only)	\$40.00	
Additional Map copies	1/2 Price	
SHAPE Files	\$35.00	
<u>Miscellaneous Fees</u>		
Administrative Waiver	\$400.00	
Administrative Waiver (Tree Protection)	\$25.00	
Traffic Concurrency Determination	*Obtain a traffic study prepared by applicant and reviewed by appropriate agencies including Nassau County and FDOT.	
Amendment to Development Order	1/2 of original application fee	
Planning/Zoning Construction Plan Review-	\$150.00	(Duplicate fee see building permits)
Parking in Lieu Fee (surface space)*payment to be made at time of building permit issuance	\$2,000.00	
Parking in Lieu Fee (structured space)*payment to be made at time of building permit issuance	\$9,000.00	
<u>Temporary Use</u>		
As provided in LDC Section 5.02.00		
Seasonal Sales	\$100.00	
Movable Module Storage Units (PODs) (15 day permit)	\$25.00	
Construction Trailer / Model Home / Sales Office	\$100.00	
Tent Permit (includes Seasonal Fee + Tent Fee + Fire Marshal Fee)	\$100.00 + \$35.00 + \$25.00	
<u>Signs</u>		
Value of sign:		
\$0-\$100.00	\$60.00	
\$101.00-\$500.00	\$70.00	
\$501.00-\$1,000.00	\$80.00	
plus for each \$1,000.00	\$7.00	
30-Day Temporary Banner	\$30.00	No Permit Required
Pickup of Illegal Signs	\$25.00	
Centre Street Directional Sign	\$20.00	No Permit Required (handled by Main Street)

PARKS AND RECREATION

Program:	Current Fee:	Proposed Fee:
AQUATICS		
Pool		
Daily public swim:	\$3.00 City	\$3.00 City
	\$5.00 Non-City	\$5.00 Non-City
Daily lap swim	\$3.00 City	\$3.00 City
	\$5.00 Non-City	\$5.00 Non-City
Individual monthly pool pass	\$30.00 City	\$30.00 City
	\$38.00 Non-City	\$38.00 Non-City
Couples monthly pool pass	\$50.00 City	\$50.00 City
	\$63.00 Non-City	\$63.00 Non-City
Family monthly pool pass	\$65.00 City	\$65.00 City
	\$81.00 Non-City	\$81.00 Non-City
Individual 4 month pool pass	\$90.00 City	\$90.00 City
	\$113.00 Non-City	\$113.00 Non-City
Couples 4 month pool pass	\$150.00 City	\$150.00 City
	\$188.00 Non-City	\$188.00 Non-City
Family 4 month pool pass	\$195.00 City	\$195.00 City
	\$244.00 Non-City	\$244.00 Non-City
Individual 12 month pool pass	\$225.00 City	\$240.00 City
	\$281.00 Non-City	\$300.00 Non-City
Couple 12 month pool pass	\$375.00 City	\$400.00 City
	\$469.00 Non-City	\$500.00 Non-City
Family 12 month pool pass	\$488.00 City	\$520.00 City
	\$610.00 Non-City	\$650.00 Non-City
Pool Rental		
Private pool rental, 2hrs	City \$90.00 (\$35.00 each addl. Hr) 1 guard	City \$90.00 (\$35.00 each addl. Hr) 1 guard
	City \$110.00 (\$45.00 each addl. Hr) 2 guards	City \$110.00 (\$45.00 each addl. Hr) 2 guards
	City \$130.00 (\$55.00 each addl. Hr) 3 guards	City \$130.00 (\$55.00 each addl. Hr) 3 guards
Private pool rental, 2hrs	Non-City \$113.00 (\$46.00 each addl. Hr) 1 guard	Non-City \$113.00 (\$46.00 each addl. Hr) 1 guard
	Non-City \$138.00 (\$59.00 each addl. Hr) 2 guards	Non-City \$138.00 (\$59.00 each addl. Hr) 2 guards
	Non-City \$163.00 (\$71.00 each addl. Hr) 3 guards	Non-City \$163.00 (\$71.00 each addl. Hr) 3 guards
Commercial pool rental, 2 hrs		\$180.00 (1 guard)
		\$220.00 (2 guards)
		\$260.00 (3guards)
Swim Lessons		
Swim lessons, levels 1 and 2 and stroke clinics (1 wk.)	\$45.00 City	\$45.00 City
	\$56.00 Non-City	\$56.00 Non-City
Swim lessons, levels 3 and 4 (2 wks.)	\$65.00 City	\$65.00 City
	\$81.00 Non-City	\$81.00 Non-City
Private swim lessons, 1 session	\$25.00 City	\$25.00 City
	\$31.00 Non-City	\$31.00 Non-City
Private swim lessons, 4 sessions	\$75.00 City	\$75.00 City
	\$94.00 Non-City	\$94.00 Non-City
Aquatic Camps		

Program:	Current Fee:	Proposed Fee:
Water Aqua Aerobics		
Daily water aqua aerobics, 1 class	\$5.00 City	\$5.00 City
	\$6.00 Non-City	\$6.00 Non-City
Monthly water aqua aerobics (1 class per day, any class)	\$50.00 City	\$50.00 City
	\$63.00 Non-City	\$63.00 Non-City
Monthly water aqua aerobics (2 classes per day, any classes)	\$65.00 City	\$65.00 City
	\$81.00 Non-City	\$81.00 Non-City
Monthly aqua aerobics, MW pm classes only	\$30.00 City	
	\$38.00 Non-City	
POOL/WEIGHT ROOM COMBINATIONS		
Fitness-Weight Room/Pool Pass 1 Month Individual	\$45.00 City	\$48.00 City
	\$56.00 Non-City	\$60.00 Non-City
Fitness-Weight Room/Pool Pass 1 Month Couple	\$65.00 City	\$80.00 City
	\$74.00 Non-City	\$100.00 Non-City
Fitness-Weight Room/Pool Pass 1 Month Family	\$85.00 City	\$104.00 City
	\$105.00 Non-City	\$130.00 Non-City
Fitness-Weight Room/Pool Pass 4 Month Individual	\$135.00 City	\$144.00 City
	\$169.00 Non-City	\$180.00 Non-City
Fitness-Weight Room/Pool Pass 4 Month Couple	\$225.00 City	\$240.00 City
	\$281.00 Non-City	\$300.00 Non-City
Fitness-Weight Room/Pool Pass 4 Month Family	\$275.00 City	\$312.00 City
	\$344.00 Non-City	\$390.00 Non-City
Fitness-Weight Room/Pool Pass 12 Month Individual	\$338.00 City	\$384.00 City
	\$423.00 Non-City	\$480.00 Non-City
Fitness-Weight Room/Pool Pass 12 Month Couple	\$563.00 City	\$640.00 City
	\$704.00 Non-City	\$800.00 Non-City
Fitness-Weight Room/Pool Pass 12 Month Family	\$735.00 City	\$832.00 City
	\$919.00 Non-City	\$1,040.00 Non-City
AQUA AEROBIC/WEIGHT ROOM COMBINATIONS		
Monthly Aqua Aerobic/Weight Room Pass	\$65.00 City	
	\$81.00 Non-City	
Monthly Aqua Aerobic(2)/Weight Room Pass	\$80.00 City	
	\$100.00 Non-City	
Monthly Aqua Aerobic/Weight Room Pass M/W ONLY	\$45.00 City	
Monthly Aqua Aerobic/Weight Room Pass M/W ONLY	\$56.00 Non-City	
FITNESS ROOMS		
Atlantic Fitness Room/Peck weight room daily use	\$3.00 City	\$3.00 City
	\$5.00 Non-City	\$5.00 Non-City
Atlantic Fitness Room/Peck Weight Room 1 Month Individual	\$25.00 City	\$25.00 City
	\$31.00 Non-City	\$31.00 Non-City
Atlantic Fitness Room/Peck Weight Room 1 Month Couple	\$33.00 City	\$40.00 City
	\$41.00 Non-City	\$50.00 Non-City
Atlantic Fitness Room/Peck Weight Room 1 Month Family	\$45.00 City	\$65.00 City
	\$56.00 Non-City	\$81.00 Non-City
Atlantic Fitness Room/Peck Weight Room 4 Month Individual	\$75.00 City	\$75.00 City
	\$94.00 Non-City	\$94.00 Non-City
Atlantic Fitness Room/Peck Weight Room 4 Month Couple	\$99.00 City	\$120.00 City
	\$124.00 Non-City	\$150.00 Non-City
Atlantic Fitness Room/Peck Weight Room 4 Month Family	\$135.00 City	\$195.00 City
	\$169.00 Non-City	\$244.00 Non-City

Program:	Current Fee:	Proposed Fee:
Atlantic Fitness Room/Peck Weight Room 12 Month Individual	\$188.00 City	\$225.00 City
	\$235.00 Non-City	\$282.00 Non-City
Atlantic Fitness Room/Peck Weight Room 12 Month Couple	\$248.00 City	\$360.00 City
	\$310.00 Non-City	\$450.00 Non-City
Atlantic Fitness Room/ Peck Weight Room 12 Month Family	\$338.00 City	\$585.00 City
	\$423.00 Non-City	\$732.00 Non-City
Scuba		
Try Diving Experience, Individual	\$50.00 City	\$50.00 City
	\$62.00 Non-City	\$62.00 Non-City
Try Diving Experience, Couple (friend or family)	\$80.00 City	\$80.00 City
	\$100.00 Non-City	\$100.00 Non-City
Try Diving Experience, Group, up to 6 (friend or family)	\$150.00 City	\$150.00 City
	\$188.00 Non-City	\$188.00 Non-City
PADI Open Water Scuba, eLearner	\$120.00 all	\$120.00 all
CEMETERY		
Cemetery lots	\$1,300.00 City	\$1,300.00 City
	\$1,625.00 Non-City	\$1,625.00 Non-City
Tree Lot (for cremated internments only)	\$435.00 City	\$435.00 City
	\$544.00 Non-City	\$544.00 Non-City
Deed Transfer Fee	\$75.00	\$75.00
Burial Permits (includes disinterment)	\$40.00	\$40.00
Monument Permits	\$40.00	\$40.00
Perpetual Care fee in ancient section	\$455.00	\$455.00
GYM USE (VOLLEYBALL/SOCCER)		
Daily gym use	\$2.00 City	\$3.00 City
	\$5.00 Non-City	\$5.00 Non-City
RENTALS		
Rooms		
Atlantic auditorium commercial full day	\$1,250.00/Includes kitchen and wifi	\$1,250.00/Includes kitchen and wifi
Atlantic auditorium commercial half day	\$625.00/Includes kitchen and wifi	\$625.00/Includes kitchen and wifi
Atlantic auditorium private full day	\$700.00/includes kitchen and wifi	\$700.00/includes kitchen and wifi
	\$876.00/includes kitchen and wifi	\$876.00/includes kitchen and wifi
Atlantic auditorium private half day	\$350.00/includes kitchen and wifi	\$350.00/includes kitchen and wifi
	\$438.00/includes kitchen and wifi	\$438.00/includes kitchen and wifi
Atlantic auditorium civic full day	\$450.00/includes kitchen and wifi	\$450.00/includes kitchen and wifi
Atlantic auditorium civic half day	\$225.00/includes kitchen and wifi	\$225.00/includes kitchen and wifi
MLK auditorium commercial full day	\$790.00/ includes kitchen and wifi	\$790.00/ includes kitchen and wifi
MLK auditorium commercial half day	\$395.00/includes kitchen and wifi	\$395.00/includes kitchen and wifi
MLK auditorium private full day	\$420.00/includes kitchen and wifi City	\$420.00/includes kitchen and wifi City
	\$526.00/includes kitchen and wifi Non-City	\$526.00/includes kitchen and wifi Non-City
MLK auditorium private half day	\$210.00/includes kitchen and wifi City	\$210.00/includes kitchen and wifi City
	\$263.00/includes kitchen and wifi Non-City	\$263.00/includes kitchen and wifi Non-City
MLK auditorium civic full day	\$262.00/includes kitchen and wifi	\$262.00/includes kitchen and wifi
MLK auditorium civic half day	\$131.00/includes kitchen and wifi	\$131.00/includes kitchen and wifi
Peck gym commercial full day	\$800.00/includes wifi	\$800.00/includes wifi
Peck gym commercial half day	\$350.00/includes wifi	\$350.00/includes wifi
Peck gym private full day	\$600.00 City/includes wifi	\$600.00 City/includes wifi
	\$720.00 Non-City/includes wifi	\$720.00 Non-City/includes wifi
Peck gym private half day	\$300.00 City/includes wifi	\$300.00 City/includes wifi
	\$360.00 Non-City/includes wifi	\$360.00 Non-City/includes wifi

Program:	Current Fee:	Proposed Fee:
Peck gym civic full day	\$350.00/includes wifi	\$350.00/includes wifi
Peck gym civic half day	\$175.00/includes wifi	\$175.00/includes wifi
Peck reception commercial full day	\$450.00/includes wifi	\$450.00/includes wifi
Peck reception commercial half day	\$225.00/includes wifi	\$225.00/includes wifi
Peck reception private full day	\$300.00 City/includes wifi	\$300.00 City/includes wifi
	\$360.00 Non-City/includes wifi	\$360.00 Non-City/includes wifi
Peck reception private half day	\$150.00 City /includes wifi	\$150.00 City /includes wifi
	\$180.00 Non-City/includes wifi	\$180.00 Non-City/includes wifi
Peck reception civic full day	\$150.00/includes wifi	\$150.00/includes wifi
Peck reception civic half day	\$75.00/includes wifi	\$75.00/includes wifi
Peck auditorium commercial full day	\$650.00/includes wifi	\$650.00/includes wifi
Peck auditorium commercial half day	\$325.00/includes wifi	\$325.00/includes wifi
Peck auditorium private full day	\$400.00 City/includes wifi	\$450.00 City/includes wifi
	\$540.00 Non-City/includes wifi	\$540.00 Non-City/includes wifi
Peck auditorium private half day	\$225.00 City/includes wifi	\$225.00 City/includes wifi
	\$270.00 Non-City/includes wifi	\$270.00 Non-City/includes wifi
Peck auditorium civic full day	\$300.00/includes wifi	\$300.00/includes wifi
Peck auditorium civic half day	\$150.00/includes wifi	\$150.00/includes wifi
Attendant fee	\$20.00/hour	\$20.00/hour
Additional rental time	100.00/hr	100.00/hr
Kitchen	Included with rental	Included with rental
Sound system (Atlantic and Peck Auditorium)	\$50.00/day	\$50.00/day
Athletic Fields		
Civic Rate	\$75.00/field	\$75.00/field
Commercial rate	\$200.00/field	\$200.00/field
Private use day	\$100.00/field City	\$100.00/field City
	\$125.00/field Non-City	\$125.00/field Non-City
Private use night	\$150.00 City/field includes lights	\$150.00 City/field includes lights
	\$188.00 Non-City/field includes lights	\$188.00 Non-City/field includes lights
Civic Rate night	\$150.00/field includes lights	\$150.00/field includes lights
Lights	\$20.00/hour	\$20.00/hour
Field Prep	\$100.00	\$100.00
Marquee	\$20.00/day/side (upon availability only)	\$20.00/day/side (upon availability only)
Marquee (renter)	\$15.00/day/side (upon availability only)	\$15.00/day/side (upon availability only)
Marquee (commercial advertising)	\$50.00/day/side (upon availability only)	\$50.00/day/side (upon availability only)
Attendant fee	\$20.00/hour	Duplicate Fee
Park Pavilions, Green Space, Parking Lots		
Park pavilions full day	\$50.00 City	\$50.00 City
	\$63.00 Non-City	\$63.00 Non-City
Park pavilion full day (with available electricity)	\$75.00 City	\$75.00 City
	\$93.75 Non-City	\$93.75 Non-City
Park pavilions half day	\$25.00 City	\$25.00 City
	\$31.00 Non-City	\$31.00 Non-City
Park pavilion half day (with available electricity)	\$50.00 City	\$50.00 City
	\$62.50 Non-City	\$62.50 Non-City
Open/Green Space Half Day Private Use	\$100.00 City	\$150.00 City
	\$125.00 Non-City	\$188.00 Non-City
Open/Green Space Full Day Private Use	\$200.00 City	\$300.00 City
	\$250.00 Non-City	\$375.00 Non-City
Open/Green Space Half Day Commercial Use	\$500.00 City	\$500.00 City

Program:	Current Fee:	Proposed Fee:
Open/Green Space Full Day Commercial Use	\$750.00 Non-City	\$750.00 Non-City
Open/Green Space Half Day Non-Profit (free public event)	\$150.00 City	
Open/Green Space Full Day Non-Profit (free public event)	\$300.00 Non-City	
Open/Green Space Half Day Non-Profit Fundraiser	\$200.00 City	
Open/Green Space Full Day Non-Profit Fundraiser	\$300.00 Non-City	
Open/Green Space Half Day Non-Profit		\$150.00 City
Open/Green Space Half Day Non-Profit		\$188.00 Non-City
Open/Green Soace Full Day Non-Profit		\$300.00 City
Open/Green Soace Full Day Non-Profit		\$375.00 Non-City
SCHOOL, AFTER SCHOOL AND CAMP		
After School Program - 3 or more days	\$60.00/wk. City	\$60.00/wk. City
	\$50.00/wk Additional Siblings City	\$50.00/wk Additional Siblings City
	\$74.00/wk. Non-City	\$74.00/wk. Non-City
	\$64.00 Additional Siblings Non-City	\$64.00 Additional Siblings Non-City
After School- Daily Rate	\$23.00/day City	\$23.00/day City
	\$15.00/day additional sibling City	\$15.00/day additional sibling City
	\$31.00/day non-City	\$31.00/day non-City
	\$21.00/day additional sibling non-City	\$21.00/day additional sibling non-City
After School tutoring center	\$20.00/week	\$20.00/week
	\$15.00/wk additional sibling	\$15.00/wk additional sibling
Summer Learning Center	\$100.00/per session	\$25.00 per week per child
Full-time day care/Pre-K- 3 or more days	\$100.00/wk. City	\$100.00/wk. City
	\$90.00/wk Additional Sibling City	\$90.00/wk Additional Sibling City
	\$125.00/wk. Non-City	\$125.00/wk. Non-City
	\$115.00/wk Additional Sibling Non-City	\$115.00/wk Additional Sibling Non-City
Pre-K Full Day Daily Rate	\$33.00 City	\$33.00 City
	\$23.00 additional siblings City	\$23.00 additional siblings City
	\$41.00 non-City	\$41.00 non-City
	\$31.00 additional siblings non-City	\$31.00 additional siblings non-City
Pre K Half Day / -3 days or more	\$50.00/wk. City	\$50.00/wk. City
	\$40.00 /wk Additonal Sibling City	\$40.00 /wk Additonal Sibling City
	\$63.00/wk. Non-City	\$63.00/wk. Non-City
	\$53.00/wk Additonal Sibling Non-City	\$53.00/wk Additonal Sibling Non-City
Half Day Pre-School/Pre-K- Daily Rate	\$23.00 City	\$23.00 City
	\$10.00 additional siblings	\$10.00 additional siblings
	\$31.00 non-City	\$31.00 non-City
	\$21.00 additional siblings non-City	\$21.00 additional siblings non-City
Summer camp	\$90.00/wk City	\$90.00/wk City
	\$75.00/additional siblings City	\$75.00/additional siblings City
	\$112.00/wk non-City	\$112.00/wk non-City
	\$102.00/additionla siblings	\$102.00/additionla siblings
Summer camp drop-in Daily Rate	\$33.00/day City	\$33.00/day City

Program:	Current Fee:	Proposed Fee:
	\$23.00/additional siblings	\$23.00/additional siblings
	\$41.00/day non-City	\$41.00/day non-City
	\$31.00/additional siblings	\$31.00/additional siblings
TENNIS		
Tennis league	\$40.00/season-City	
	\$50.00/season-non-City-	
	\$10.00/match-City-	
	\$13.00/match-Non-City	
Tennis/Pickleball Tournament	20% of net profit from tennis pro	20% of net profit from tennis pro
Tennis Court Key	\$20.00	\$20.00
City Resident ID Card	1 Free/ \$5.00 per duplicate	1 Free/ \$5.00 per duplicate
LIGHTHOUSE TOUR & FEES		
Lighthouse Tour	\$5.00/adult	\$5.00/adult
	\$3.00/12 & under	\$3.00/12 & under
Private Lighthouse Tour (Weekday)		\$200.00
Private Lighthouse Tour (Weekend)		\$250.00
Lighthouse Filming Fee	\$200.00/2 hours	\$200.00/2 hours
Lighthouse Filming Fee - additional hours	\$100.00/hour	\$100.00/hour
GREENWAY TOUR		
Greenway Tour (Golfcart)		\$5.00/adult
		\$3.00/12&under
SPECIAL EVENTS		
	Current Fee:	Proposed Fee:
Special Event Permit Fee (less than 200 attendees)		\$100.00
Special Events Permit (more than 200 attendees)		\$300.00
Banner Permit (Center/8th; Lime/8th; Pole)	\$50.00 for up to 3 locations	\$50.00 for up to 3 locations
Banner Hanging Fee (Centre and 8th)	\$75.00	\$75.00
Banner Hanging Fee (Lime and 8th)	\$50.00	\$50.00
Pole Banner Hanging Fee	\$10.00/pole	\$15.00/pole
Tent Permit	\$40.00 for up to 4 Tents	\$40.00 for up to 2 Tents
Parking Lot Half Day Private Use	\$100.00-City	\$125.00 City
	\$125.00-Non-City	\$160.00 Non-City
Parking Lot Full Day Private Use	\$150.00-City	\$175.00 City
	\$188.00-Non-City	\$220.00 City
Parking Lot Half Day Commercial Use	\$500.00	\$500.00
Parking Lot Full Day Commercial Use	\$750.00	\$750.00
Parking Lot Half Day Non-Profit (free-public event)	\$150.00	
Parking Lot Full Day Non-Profit (free-public event)	\$225.00	
Parking Lot Half Day Non-Profit-Fundraiser	\$200.00	
Parking Lot Full Day Non-Profit-Fundraiser	\$200.00-	
Parking Lot Half Day Non-Profit		\$150.00
Parking Lot Half Day Non-Profit (non-City)		\$188.00
Parking Lot Full Day Non-Profit		\$300.00
Parking Lot Full Day Non Profit (non-City)		\$375.00
Barricades	\$17.00/barricade	\$17.00/barricade

Program:	Current Fee:	Proposed Fee:
Cones	\$2.00/cone	\$2.00/cone
Water Usage for Parks	\$75.00/day City	\$75.00/day City
	\$94.00/day Non-City	\$94.00/day Non-City
Power Usage Fee	Usage Amount (\$75.00/day minimum) City	Usage Amount (\$75.00/day minimum) City
	Usage Amount (\$94.00/day minimum) Non-City	Usage Amount (\$94.00/day minimum) Non-City
Commercial running/biking events	\$5.00/person	\$5.00/person
Overnight Parking Fee	\$25.00/vehicle	\$25.00/vehicle
Storage Fee		\$100.00/day
Picnic Table Fee		\$100.00/for 3
Filming Permit Fee		\$200.00 per day
Filming Permit Late Fee		\$300.00
Street/Parking Lot/Right of way closure		\$500.00 per day

Active and Retired US Military and their immediate family may receive the City rate on all fees

City Residents may bring up to four visiting family members for a daily use.

Financial assistance is available to City residents only.

The following fees are set by the instructors/coaches/coordinators providing the programs, are based on the numbers of games per season or are determined by outside providers (i.e. tours, overnight stays, meals).

Karate, Tennis, Youth Soccer Camps, Adult Athletic Tournaments, Senior Trips, Adventure

Camps, Kids Night Out, Athletic Leagues, Teen Trips, Aquatic Trips (tubing, manatee swim, diving, etc.), Infant Survival Swimming.

POLICE

	<u>Current Fee:</u>	<u>Proposed Fee:</u>
Copy of Accident or Police Reports	\$2.00	\$2.00
Fingerprints	\$5.00	\$5.00

SANITATION:

City of Fernandina Beach							
Effective July 1, 2020							
Monthly Commercial Sanitation Rate Schedule ⁽¹⁾							
Service Description	1 pulls per week	2 pulls per week	3 pulls per week	4 pulls per week	5 pull per week	6 pulls per week	7 pulls per week
Toters	\$17.61	\$35.22	\$52.83	\$70.44	\$88.05	\$105.66	\$123.27
2 Yard Dumpsters	\$53.33	\$106.66	\$159.99	\$213.32	\$266.65	\$319.98	\$373.31
4 Yard Dumpsters	\$106.63	\$213.26	\$319.89	\$426.52	\$533.15	\$639.78	\$746.41
6 Yard Dumpsters	\$159.95	\$319.90	\$479.85	\$639.80	\$799.75	\$959.70	\$1,119.65
8 Yard Dumpsters	\$213.26	\$426.52	\$639.78	\$853.04	\$1,066.30	\$1,279.56	\$1,492.82
Extra Pulls	Per Toter	2 Yard Dumpster	4 Yard Dumpster	6 Yard Dumpster	8 Yard Dumpster		
Fee	\$4.11	\$12.03	\$24.07	\$36.10	\$48.14		
Larger Dumpsters Available				Prices Upon Request			
Permanent Roll-Off Service Rate				\$290.02 per pull plus disposal charges			
Compactor Service Rate				\$313.47 per pull plus disposal charges			
Monthly Residential Sanitation Rate Schedule ⁽¹⁾							
Service Description	Price includes 2 pulls per week, recycle, and yard waste						
1 Toter	\$22.23						
2 Toter	\$44.46						
1 Toter with Roll Out/In Service	\$36.66						
2 Toters with Roll Out/In Service	\$73.32						
Excess Charges							
Appliances and White Goods per item	\$16.42						

⁽¹⁾ The refuse contract between the City and Advanced Disposal allows for an annual increase.

STORMWATER**STORMWATER SERVICE MISCELLANEOUS SERVICE CHARGES**

<u>Description</u>	<u>Application</u>	<u>Current Fee:</u>	<u>Proposed Fee:</u>
Customer Deposit	New Applicants or delinquent customers	3 Months of service	3 Months of service
Residential Single Family	Per residential unit	\$12.00	\$12.00
Residential Single Family w/ Private stormwater system	Per residential unit	\$6.00	\$6.00
Residential Multi-Family	Per residential unit	\$6.00	\$6.00
Residential Multi-Family w/ Private stormwater system	Per residential unit	\$3.00	\$3.00
Commercial	Per commercial unit	\$12.00	\$12.00
Commercial w/ Private stormwater system	Per commercial unit	\$6.00	\$6.00
Multi-unit commercial	Per commercial unit	\$6.00	\$6.00
Multi-unit commercial w/ Private stormwater system	Per commercial unit	\$3.00	\$3.00
Late Payment Fee	Amount of Unpaid Utility Bill	1.5% Rate Monthly	1.5% Rate Monthly

STREETS

	<u>Current Fee:</u>	<u>Proposed Fee:</u>
Extended Downtown Public Parking Permit for permitted construction projects	\$15.00/day or \$75.00/week	\$15.00/day or \$75.00/week
Driveway Permit	\$35.00	\$35.00

<u>Right of Way Encroachment</u>	\$35.00 annually	\$35.00 annually
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Right of Way Use Permits

Underground Cable	\$50.00	\$50.00
Poles (each)	\$5.00	\$5.00
Paved Pavement Cuts	\$100.00	\$100.00
Unpaved Pavement Cuts	\$50.00	\$50.00
Jack and Bore	\$100.00	\$100.00
Landscaping	\$35.00	\$35.00

<u>Right of Way Removal Fee - Unpermitted Items in ROW</u> (not including signs)	\$100.00 flat fee	\$100.00 flat fee
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WASTEWATER

Base Facility Charges:

<u>Meter Size</u>	<u>Current Fee:</u>		<u>Proposed Fee:</u>	
	<u>Single Family</u>	<u>General ⁽²⁾</u>	<u>Single Family</u>	<u>General ⁽²⁾</u>
5/8 Inch	\$35.09	35.09	<u>\$30.00</u>	<u>\$30.00</u>
1.0 Inch	84.58	84.58	<u>\$72.32</u>	<u>\$72.32</u>
2.0 Inch	266.12	266.12	<u>\$227.53</u>	<u>\$227.53</u>
3.0 Inch	530.16	530.16	<u>\$453.29</u>	<u>\$453.29</u>
4.0 Inch	937.02	937.02	<u>\$801.15</u>	<u>\$801.15</u>
Multi-Family (Service Size Rate) + #units Per Dwelling Unit		\$33.01		<u>\$28.22</u>
Sewer only residential Per Dwelling Unit		\$57.61		<u>\$49.26</u>
Multi-Commercial (Service Size Rate) + #business Per Business w/fixtures		\$35.09		<u>\$30.00</u>

Commodity Charges:

Rate Per 100 Cubic Feet

<u>Usage Block</u>	<u>Monthly Usage (CCF)</u>	<u>Current Fee:</u>		<u>Proposed Fee:</u>	
		<u>Residential</u>	<u>General ⁽²⁾</u>	<u>Residential</u>	<u>General ⁽²⁾</u>
1	0 – 10	\$2.25	\$2.25	\$2.25	\$2.25
2	>10		\$2.25		\$2.25

Industrial Facilities:

Only domestic type wastewater will be accepted from industrial sites. All industrial wastewater shall be metered at the discharge of the industrial customer's lift station. This meter will be accessible and read monthly by the City and yearly check by the customer and city for accuracy.

Monthly Usage (gallons)		
Domestic sewage		
Per 12,775 gallons	\$59.63	\$59.63

Septic Tank Waste Disposal:

Private or Commercial Vehicle disposing of Domestic septic Tank waste at City's Wastewater treatment plant.	0.046 per gal	0.046 per gal
Sample and analysis for BOD at the request of the City Manager and subject to same Requirements of 82-181.	\$58.35 per analysis	\$58.35 per analysis

(1) Rates represent charges for inside the City customers. Outside the City customers are charged an additional 25% surcharge.

(2) General service customers represent customers that are not single family residential.

Customer Connection Charge:

	<u>Current Fee:</u>		<u>Proposed Fee:</u>	
Low Pressure 2 inch service	Per New Connection	\$1,000.00		\$1,000.00
Larger than 2" tap	Per New Connection	Actual Cost		Actual Cost
Road Bore 2 inch line		\$500.00		\$500.00
Core Manhole for service		\$500.00		\$500.00
2" Force main extensions		\$10.00/ft		\$10.00/ft

WATER

WATER SERVICE MISCELLANEOUS SERVICE CHARGES^(1,2)

<u>Description</u>	<u>Application</u>	<u>Current Fee:</u>	<u>Proposed Fee:</u>
Customer Deposit	New Applicants or delinquent customers	3 Months of service	3 Months of service
Returned Check Charge	Per Occurrence	\$29.00	\$29.00
Turn on / Turn off for Non-payment	Per Occurrence	\$65.00	\$65.00
Hydrant Flow test	Per Hydrant	\$100.00	\$100.00
Backflow device testing	Per Backflow	\$100.00	\$100.00
Account Processing Fee	Per Occurrence	\$10.00	\$10.00
Service Call	Per Occurrence	\$45.00	\$45.00
Late Payment Fee	Amount of Unpaid Utility Bill	18% Rate Annually	18% Rate Annually

Meter Installation:

5/8 Inch x 3/4 Inch Meter	Per New Connection	\$100.00	\$100.00
1.0 Inch Meter	Per New Connection	\$165.00	\$165.00
Larger Meters	Per New Connection	Actual Cost 20%	Actual Cost 20%

Customer Connection Charge:

- 2" or smaller service tap	Per New Connection	\$1,000.00	\$1,000.00
Larger than 2" tap	Per New Connection	Actual Cost	Actual Cost

Road Bore 3" and smaller	\$500.00	\$500.00
2" Water Main Extension	\$10.00/ft	\$10.00/ft
4" to 8" Water Main Extension	\$50.00/ft	\$50.00/ft
Fire Hydrant Installation	\$3,500.00	\$3,500.00
Second Meter Box next to existing	Per 3/4" Connection \$250.00	\$250.00

		<u>Current Fee:</u>			<u>Proposed Fee:</u>
Base Facility Charges:					
<u>Meter Size</u>	<u>Single Family</u>	<u>General ⁽²⁾</u>	<u>Single Family</u>	<u>General ⁽²⁾</u>	
5/8 Inch	\$11.96	\$11.96	\$11.96	\$11.96	
1.0 Inch	\$27.59	\$27.59	\$27.59	\$27.59	
2.0 Inch	\$84.89	\$84.89	\$84.89	\$84.89	
3.0 Inch	\$168.24	\$168.24	\$168.24	\$168.24	
4.0 Inch	N/A	\$262.01	N/A	\$262.01	
6.0 Inch	N/A	\$522.54	N/A	\$522.54	

<u>Current Fee:</u>			<u>Proposed Fee:</u>		
Multi-Family (Service Size Rate) + Per Dwelling Unit plus Base Facility	\$10.42		\$10.42		
Multi-Comm (Service Size Rate)+ Per Business	\$11.96		\$11.96		
Commodity Charges:	Rate Per 100 Cubic Feet		Rate Per 100 Cubic Feet		
	Monthly Usage (CCF)		Monthly Usage (CCF)		
<u>Usage Block</u>	<u>Residential</u>	<u>General ⁽²⁾</u>	<u>Residential</u>	<u>General ⁽²⁾</u>	
1	\$1.18	\$1.58	0 – 4	\$1.18	\$1.58
2	\$1.58	\$1.58	4 – 10	\$1.58	\$1.58
3	\$1.67	\$1.58	10 - 16	\$1.67	\$1.58
4	\$1.87	\$1.58	16 - 24	\$1.87	\$1.58
5	\$2.28	\$1.58	>24	\$2.28	\$1.58
Fire Line & Hydrant Charges Monthly:					
2 Inch	\$6.55		\$6.55		
4 Inch	\$20.46		\$20.46		
6 Inch	\$40.92		\$40.92		
8 Inch	\$65.48		\$65.48		
10 Inch	\$94.11		\$94.11		
Hydrant per month (connection only)	\$37.00		\$37.00		

(1) Rates represent charges for inside the City customers. Outside the City customers are charged an additional 25% surcharge.

(2) General service customers represent all customers that are not single family residential.

NOTICE OF PUBLIC HEARING
CITY COMMISSION
CITY OF FERNANDINA BEACH

NOTICE IS HEREBY GIVEN that a Public Hearing is scheduled for **Tuesday, September 15, 2020, at 6:00 PM** in the City Commission Chambers, 204 Ash Street Fernandina Beach, Florida to consider the following application:

ORDINANCE 2020-28

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, ESTABLISHING AND AMENDING FEES FOR THE AIRPORT, BUILDING, BUSINESS/CODE ENFORCEMENT, CEMETERY, CITY CLERK'S OFFICE, CITY MANAGER'S OFFICE, FIRE, GOLF COURSE, MARINA, PARKS AND RECREATION, PLANNING, POLICE, SANITATION, STORMWATER, STREETS, WASTEWATER, WATER, AND IMPACT FEES, EXCLUDING WATER AND SEWER IMPACT FEES FOR FY 2020/2021; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Interested parties may appear at said hearing and be heard as to the advisability of any action, which may be considered. Any persons with disabilities requiring accommodations in order to participate in this program or activity should contact 310-3115, TTY/TDD 711 or through the Florida Relay Service at 1-800-955-8771 at least 24 hours in advance to request such accommodation.

IF ANY PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE BOARD/COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH HEARING, S/HE WILL NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

For information, please contact the Staff of the City Clerk's Office, 204 Ash Street, between the hours of 8:00 AM – 5:00 PM, Monday through Friday, (904) 310-3115.

Note:

Please run as a DISPLAY in the September 2, 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 2020-29
Code Amendment - Permits

ITEM TYPE: Ordinance (w/o fiscal impact)

REQUESTED ACTION: Consider Ordinance 2020-29 at Second Reading.

SYNOPSIS: Section 22-29 of the proposed Ordinance references the 2004 Florida Building Code which is no longer current. The revision is intended to reflect the 7th edition of the Florida Building Code 2020. Of note, the proposed revisions will serve to provide consistency with existing Land Development Code language for sheds and decks, requires permits for exterior mounted TV screens on commercial buildings, and requires permits for site clearing to enforce tree protection standards.

Yellow highlighted text denotes new language concerning new requirements for permits in Section 105.1 and inserted current language in existing Ordinance into new Ordinance in Section 115.1. These changes were included in First Reading.

Blue highlighted text denotes changes since First Reading. Existing text in Sections 102, 103 and 104 should remain in new Ordinance and new Sections shown in 103 and 104 are struck through.

Green highlighted text has been added since First Reading and inserts a new provision taken from Florida Statute 489.127.

The "" were removed from the section numbers. These were copied over from the FBC text and are not necessary in the Ordinance.

This Ordinance was approved at First Reading by the City Commission at its Regular Meeting on August 18, 2020.

FISCAL IMPACT: Applicable application fees as established in the Master Fee Schedule.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission enact proposed Ordinance 2020-29 at Second Reading.

Stephen Beckman, Building Director	8/25/2020
Dale L. Martin, City Manager	8/26/2020
Tammi E. Bach, City Attorney	9/3/2020
Katie Newton, Legal Assistant	9/3/2020

Date: August 19, 2020

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION: Enact

ORDINANCE 2020-29

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AMENDING CHAPTER 22, BUILDINGS AND BUILDING REGULATIONS, BY AMENDING SECTION 22-29 PERMITS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 22 of the City Code of Ordinances regulates Buildings and Building regulations; and

WHEREAS, certain revisions are necessary to comply with the existing Land Development Code and Florida Building Code (FBC) and support City Commission established goals for tree protection; and

WHEREAS, certain revisions are also necessary to update language from 2007 FBC to current FBC language, 7th Edition of the Florida Building Code.

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

SECTION 1. It is hereby proposed that Section 22-29 of the Code of Ordinances, City of Fernandina Beach, Florida be amended as provided in Exhibit "A."

SECTION 2. All Ordinances or parts of Ordinances and all Resolutions in conflict herewith be and the same are hereby repealed.

SECTION 3. SEVERABILITY. If any provision or portion of the Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of the Ordinance shall remain in full force and effect.

SECTION 4. EFFECTIVE DATE. This Ordinance shall take effect immediately upon its final enactment.

ENACTED this 15th day of September, 2020.

ATTEST:

CITY OF FERNANDINA BEACH

Caroline Best
City Clerk

John A. Miller
Commissioner-Mayor

APPROVED AS TO FORM & LEGALITY:



Tammi E. Bach
City Attorney

ORDINANCE 2020-29

EXHIBIT "A"

*Replacing Existing Section 22-29 subsections 101-116 and adding subsection 117
Section 22-29.1 (Flood) remains as under approved Ordinance 2019-26.*

SECTION 101—GENERAL

101.1 Title . These regulations shall be known as the Florida Building Code hereinafter referred to as "this code" and shall therefore govern the administration and enforcement.

101.2 Scope . The provisions of this code shall apply to the construction, alteration, movement, enlargement, replacement, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every building or structure or any appurtenances connected or attached to such buildings or structures.

Exceptions:

~~1.~~

~~Detached one and two family dwellings and multiple single family dwellings (townhouses) not more than three stories above grade plane in height with a separate means of egress and their accessory structures shall comply with the Florida Building Code, Residential.~~

~~2.~~

~~Existing buildings undergoing repair, alterations or additions and change of occupancy shall comply with Florida Building Code, Existing.~~

101.2.1 Appendices . Provisions in the appendices shall not apply unless specifically adopted. To be enforced, the appendices included in the technical codes must be adopted by a local governmental jurisdiction for use in that jurisdiction.

101.3 Intent . The purpose of this code is to establish the minimum requirements to safeguard the public health, safety and general welfare through structural strength, means of egress facilities, stability, sanitation, adequate light and ventilation, energy conservation, and safety to life and property from fire and other hazards attributed to the built environment and to provide safety to fire fighters and emergency responders during emergency operations.

101.3.1 Quality Control . Quality control of materials and workmanship is not within the purview of this code except as it relates to the purposes stated herein.

101.3.2 Warranty and Liability . The permitting plan, review or inspection of any building, system or plan by this jurisdiction, under the requirements of this code, shall not be construed in any

~~court as a warranty of the physical condition of such building, system or plan or their adequacy. This jurisdiction shall not be liable in tort for damages or hazardous or illegal condition or inadequacy in such building, system or plan, nor for any failure of any component of such, which may occur subsequent to such inspection or permitting.~~

~~**101.4 Referenced codes.** The other codes listed in subparagraphs 1 through 9 and referenced elsewhere in this code shall be considered part of the requirements of this code to the prescribed extent of each such reference.~~

~~1.~~

~~**Electrical.** The provisions of Chapter 27 of the Florida Building Code, Building shall apply to the installation of electrical systems, including alterations, repairs, replacement, equipment, appliances, fixtures, fittings and appurtenances thereto.~~

~~2.~~

~~**Gas.** The provisions of the International Fuel Gas Code with the Florida Fuel Gas Code Supplement shall apply to the installation of gas piping from the point of delivery, gas appliances and related accessories as covered in this code. These requirements apply to gas piping systems extending from the point of delivery to the inlet connections of appliances and the installation and operation of residential and commercial gas appliances and related accessories.~~

~~3.~~

~~**Mechanical.** The provisions of the Florida Building Code, Mechanical shall apply to the installation, alterations, repairs and replacement of mechanical systems, including equipment, appliances, fixtures, fittings and/or appurtenances, including ventilating, heating, cooling, air conditioning and refrigeration systems, incinerators and other energy-related systems.~~

~~4.~~

~~**Plumbing.** The provisions of the Florida Building Code, Plumbing shall apply to the installation, alteration, repair and replacement of plumbing systems, including equipment, appliances, fixtures, fittings and appurtenances, and where connected to a water or sewage system and all aspects of a medical gas system.~~

~~5.~~

~~**Property maintenance.** The provisions of the International Property Maintenance Code shall apply to existing structures and premises; equipment and facilities; light, ventilation, space heating, sanitation, life and fire safety hazards, responsibilities of owners, operators and occupants; and occupancy of existing premises and structures.~~

~~6.~~

~~**Fire prevention.** The Florida Fire Prevention Code shall apply to matters affecting or relating to structures, processes and premises from the hazard of fire and explosion arising from the storage, handling or use of structures, materials or devices; from conditions hazardous to life, property or public welfare in the occupancy of structures or premises; and~~

~~from the construction, extension, repair, alteration or removal of fire suppression, automatic sprinkler systems and alarm systems or fire hazards in the structure or on the premises from occupancy or operation.~~

~~7.~~

~~**Energy.** The provisions of the Florida Energy Conservation Code shall apply to all matters governing the design and construction of buildings for energy efficiency.~~

~~8.~~

~~**Accessibility.** The provisions of the Florida Accessibility Code shall apply to all matters governing the design and construction of buildings and structures for accessibility.~~

~~9.~~

~~**Manufactured buildings.** For additional administrative and special code requirements, see Section 458, Florida Building Code, Building, and Rule 61-41 Florida Administrative Code.~~

101.5 Referenced standards . Standards referenced in the technical codes shall be considered an integral part of the codes without separate adoption. If specific portions of the standard are denoted by code text, only those portions of the standard shall be enforced. Where code provisions conflict with a standard, the code provisions shall be enforced. Permissive and advisory provisions in a standard shall not be construed as mandatory.

101.6 Units of measure . The inch-pound system of measurement is applicable to the provisions of this code. Metric units indicated in parenthesis following inch-pound units are approximate equivalents and are provided for informational purposes only.

101.7 Accessibility . For provisions related to accessibility, refer to Florida Accessibility Code,

101.8 Energy . For provision related to energy, refer to the Florida Energy Conservation Code

101.9 Rules of Construction . The rules set out in this section shall be observed, unless such construction is inconsistent with the manifest intent of this chapter. The rules of construction and definitions set out here shall not be applied to any section of this chapter which contains any express provisions excluding such construction or where the subject matter or content of such section would be inconsistent with this section.

1.

Generally . All provisions, terms, phrases, and expressions contained in this division shall be liberally construed in order that the true intent and meaning of the administration of the jurisdiction may be fully carried out. Terms used in this division unless otherwise specifically provided, shall have the meanings prescribed by the statutes of this state for the same terms.

2.

Text . In case of any difference of meaning or implication between the text of this division and any figure, the text shall control.

3.

Delegation of authority . Whenever a provision appears requiring the Building Official or some other officer or employee to do some act or perform some duty, it is to be construed to authorize the Building Official or other officer to designate, delegate and authorize professional level sub-ordinates to perform the required act or duty unless the terms of the provision or section specify otherwise.

4.

Month . The word "month" shall mean a calendar month.

5.

Shall, may. The word "shall" is mandatory, "may" is permissive. The word "shall" takes precedence over "may".

6.

Written or in writing . The term "written" or "in writing" shall be construed to include any representation of words, letters or figures whether by printing or otherwise.

7.

Year . The word "year" shall mean a calendar year, unless a fiscal year is indicated.

8.

Interpretation . Interpretation of this chapter shall be made by the Building Official.

101.10 Words not defined .

101.10.1 Words not defined herein shall have the meaning stated in the Florida Statutes or other nationally recognized codes, or other documents, manuals, or standards adopted elsewhere in this chapter. Words not defined in those documents shall have the meaning stated in the Webster's Third New International Dictionary, as revised.

101.10.2 In case of a conflict in definitions or codes, the appropriate definition (or code) to be applied shall be the one applicable to the trade in question. In case of a conflict between different parts of this chapter, conflicts within the same code, or conflicts between code, the more stringent requirements shall be applicable.

101.11 Words defined .

Abandon or abandonment . (1) Termination of a construction project by a contractor without just cause or proper notification to the owner including the reason for termination. (2) Failure of a contractor to perform work without just cause for ninety (90) days

(3) Failure to obtain an approved inspection within one hundred eighty (180) days from the previous approved inspection.

Appraised value . For the purpose of this section, appraised value is defined as either (1) one hundred and twenty (120) percent of the assessed value of the structure as indicated by the County Property Appraiser's Office or (2) the value as indicated in a certified appraisal from a certified appraiser.

Assessed value . The value of real property and improvements thereon as established by the County Property Appraiser.

Authorized agent . A person specifically authorized by the holder of a certificate of competency to obtain permits in his stead.

Basic Wind Speed Line . The basic wind speed line for the jurisdiction shall be as established by the risk class wind speed contour maps and "Exhibit A thru C" attached to and made part of this Chapter.

Board . The appropriate City of Fernandina Beach Code Enforcement and Appeals Board, unless otherwise specifically stated.

Building . The removal, disassembly, repair, replacement, installation or assembly of the building, structure, building system or building components in whole or parts thereof.

Building component . An element or assembly of elements integral to or part of a building.

Building Official . "Building Code Administrator" or "Building Official" means any of those employees of municipal or county governments with building construction regulation responsibilities who are charged with the responsibility for direct regulatory administration or supervision of plan review, enforcement, or inspection of building construction, erection, repair, addition, remodeling, demolition, or alteration projects that require permitting indicating compliance with building, plumbing, mechanical, electrical, gas, fire prevention, energy, accessibility, and other construction codes as required by state law or municipal or county ordinance. This term is synonymous with "building official" as used in the administrator chapter of the Standard Building Code and the South Florida Building Code. One person employed by each municipal or county government as a building code administrator or building official and who is certified under this part may be authorized to perform any plan review or inspection for which certification is required by this part.

Building shell . The structural components that completely enclose a building, including, but not limited to, the foundations, structural frame, floor slabs, exterior walls and roof system.

Building system . A functionally related group of elements, components and/or equipment, such as the electrical, plumbing and mechanical systems of a building.

Certification . The act or process of obtaining a certificate of competency from the state or County through the review of the applicant's experience and financial responsibility as well as successful passage of an examination.

Certificate of Competency (certificate) . An official document evidencing that a person is qualified to engage in the business of contracting, subcontracting or the work of a specific trade.

Certificate of Experience . An official document evidencing that an applicant has satisfied the work experience requirements for a certificate of competency.

Certificate of Occupancy (C.O.) . An official document evidencing that a building satisfies the requirements of the City for the occupancy of a building.

Certified contractor . Any contractor who possesses a certificate of competency issued by the Department of Professional Regulation of the State of Florida.

Change of occupancy. A change from one Building Code occupancy classification or sub-classification to another.

Commercial building . Any building, structure, improvement or accessory thereto, other than a one- or two-family dwelling.

Cumulative construction cost . The sum total of costs associated with any construction work done to a building or structure either at one (1) time or at different times within a specified period of time.

Demolition . The act of razing, dismantling or removal of a building or structure, or portion thereof, to the ground level.

Examination . An exam prepared, proctored and graded by a recognized testing agency unless otherwise implied in context or specifically stated otherwise.

Imminent danger . Structurally unsound conditions of a structure or portion thereof that is likely to cause physical injury to a person entering the structure; Or due to structurally unsound conditions, any portion of the structure is likely to fall, be carried by the wind, or otherwise detach or move, and in doing so cause physical injury or damage to a person on the property or to a person or property

nearby; Or the condition of the property is such that it harbors or is inhabited by pests, vermin, or organisms injurious to human health, the presence of which constitutes an immediate hazard to people in the vicinity.

Inspection warrant . A court order authorizing the official or his designee to perform an inspection of a particular property named in the warrant.

Intensification of use . An increase in capacity or number of units of a residential or commercial building.

Interior finish . The preparation of interior spaces of a commercial building for the first occupancy thereof.

Licensed contractor . A contractor certified by the State of Florida or the local

jurisdiction who has satisfied all State or City requirements to be actively engaged in contracting.

Owner's agent . A person, firm or entity authorized by affidavit or power of attorney in writing by the owner to act for or in place of the owner.

Permit . An official document authorizing performance of a specific activity regulated by this Chapter.

Permit card or placard . A document issued by the jurisdiction evidencing the issuance of a permit and recording of inspections.

Qualifying agent, primary . A person who possesses the requisite skill, knowledge, experience and certificate of competency, and has the responsibility to supervise, direct, manage, and control the contracting activities of the business organization with which he is associated; who has the responsibility to supervise, direct, manage and control construction activities on a job for which he has obtained a permit, and whose technical and personal qualifications have been determined by investigation and examination and is evidence by his possession of a certificate of competency.

Reciprocity . To accept a verified affidavit from any municipality or county of the State of Florida that the applicant has satisfactorily completed a written examination in its jurisdiction equal in content with the examination required by this Chapter.

Registered contractor . A contractor who has registered with the department of professional regulation of the State of Florida pursuant to fulfilling the competency requirements of the local jurisdiction.

Registration . The act or process of registering a locally obtained Certificate of Competency with the State, or the act or process of registering a state issued Certificate of Competency with the municipality.

Remodeling . Work which changes the original size, configuration, or material of the components of a building.

Roofing . The installation of roof coverings.

Spa . Any constructed or prefabricated pool containing water jets.

Specialty contractor . A contractor whose services fall within the subset of activities in the categories specified in Section 489.105 (3), Florida Statutes, as amended.

Site . The physical clearing of the site in preparation for foundation work including, but not limited to, site clearing, excavation, dewatering, pilings and soil testing activities.

Stop work order . An order by the Building Official, or his designee, which requires the immediate cessation of all work and work activities described in the order.

Structural component . Any part of a system, building or structure, load bearing or non-load bearing, which is integral to the structural integrity thereof, including, but not limited to walls, partitions, columns, beams and girders.

Structural work or alteration . The installation or assembling of new structural components into a system, building or structure. Also, any change, repair or replacement of any existing structural component of a system, building, or structure.

Substantial completion . Where the construction work has been sufficiently completed in accordance with the applicable City, State, and Federal Codes, so that the owner can occupy or utilize the project for the use for which it is intended.

Value . Job cost includes labor, materials, the estimated current replacement cost of the building in kind, and design.

SECTION 102--APPLICABILITY

102.1 General. Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable. Where, in any specific case, different sections of this code specify different materials, methods of construction or other requirements, the most restrictive shall govern.

102.1.1 The Florida Building Code does not apply to, and no code enforcement action shall be brought with respect to, zoning

~~requirements, land use requirements and owner specifications or programmatic requirements which do not pertain to and govern the design, construction, erection, alteration, modification, repair or demolition of public or private buildings, structures or facilities or to programmatic requirements that do not pertain to enforcement of the Florida Building Code. Additionally, a local code enforcement agency may not administer or enforce the Florida Building Code, Building to prevent the siting of any publicly owned facility, including, but not limited to, correctional facilities, juvenile justice facilities, or state universities, community colleges, or public education facilities, as provided by law.~~

~~**102.1.2 Building.** The provisions of the Florida Building Code shall apply to the construction, erection, alteration, modification, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every public and private building, structure or facility or floating residential structure, or any appurtenances connected or attached to such buildings, structures or facilities. Additions, alterations, repairs and changes of use or occupancy group in all buildings and structures shall comply with the provisions provided of the Florida Building Code, Existing Building. The following buildings, structures and facilities are exempt from the Florida Building Code as provided by law, and any further exemptions shall be as determined by the legislature and provided by law:~~

~~(a)~~

~~Building and structures specifically regulated and preempted by the federal government.~~

~~(b)~~

~~Railroads and ancillary facilities associated with the railroad.~~

~~(c)~~

~~Nonresidential farm buildings on farms.~~

~~(d)~~

~~Temporary buildings or sheds used exclusively for construction purposes.~~

~~(e)~~

~~Mobile or modular structures used as temporary offices, except that the provisions of Part V (Section 553.501-553.513, Florida Statutes) relating to accessibility by persons with disabilities shall apply to such mobile or modular structures. Permits shall be required for structural support and tie-down, electric supply and all other such utility connections to such mobile or modular structures as required by this jurisdiction.~~

~~(f)~~

~~Those structures or facilities of electric utilities, as defined in Section 366.02, Florida Statutes, which are directly involved in the generation, transmission or distribution of electricity.~~

(g)

~~Temporary sets, assemblies or structures used in commercial motion picture or television production, or any sound recording equipment used in such production, on or off the premises.~~

(h)

~~Chickees constructed by the Miccosukee Tribe of Indians of Florida or the Seminole Tribe of Florida. As used in this paragraph, the term "chickee" means an open-sided wooden hut that has a thatched roof of palm or palmetto or other traditional materials, and that does not incorporate any electrical, plumbing or other nonwood features.~~

(i)

~~Family mausoleums not exceeding 250 square feet in area which are prefabricated and assembled onsite or preassembled and delivered on site and have walls, roofs, and a floor constructed of granite, marble, or reinforced concrete.~~

(j)

~~Temporary housing provided by the Department of Correction to any prisoner in the state correctional system.~~

~~**102.2.1** In addition to the requirements of Section 553.79 and 553.80, Florida Statutes, facilities subject to the provisions of Chapter 395, Florida Statutes, and Part II of Chapter 400, Florida Statutes, shall have facility plans reviewed and construction surveyed by the state agency authorized to do so under the requirements of Chapter 395, Florida Statutes, and Part II of Chapter 400, Florida Statutes, and the certification requirements of the federal government.~~

~~**102.2.2** Residential buildings or structures moved into or within the municipality shall not be required to be brought into compliance with the state minimum building code in force at the time the building or structure is moved, provided:~~

~~1.~~

~~The building or structure is structurally sound and in occupiable condition for its intended use;~~

~~2.~~

~~The occupancy use classification for the building or structure is not changed as a result of the move;~~

~~3.~~

~~The building is not substantially remodeled;~~

~~4.~~

~~Current fire code requirements for ingress and egress are met;~~

~~5.~~

~~Electrical, gas and plumbing systems meet the codes in force at the time of construction and are operational and safe for reconnection; and~~

~~6.~~

~~Foundation plans are sealed by a professional engineer or architect licensed to practice in this state, if required by the Florida Building Code, Building for all residential buildings or structures of the same occupancy class.~~

~~**102.2.3** The Building Official shall apply the same standard to a moved residential building or structure as that applied to the remodeling of any comparable residential building or structure to determine whether the moved structure is substantially remodeled.~~

~~The cost of the foundation on which the moved building or structure is placed shall not be included in the cost of remodeling for purposes of determining whether a moved building or structure has been substantially remodeled.~~

~~**102.2.4** This section does not apply to the jurisdiction and authority of the Department of Agriculture and Consumer Services to inspect amusement rides or the Department of Financial Services to inspect state-owned buildings and boilers.~~

~~**102.2.5** Each jurisdiction shall be governed by a board, the composition of which shall be determined by the affected localities. At its own option, each enforcement district or local enforcement agency may promulgate rules granting to the owner of a single-family residence one or more exemptions from the Florida Building Code relating to:~~

~~1.~~

~~Addition, alteration or repair performed by the property owner upon his or her own property, provided any addition or alteration shall not exceed 1,000 square feet (93 m²) or the square footage of the primary structure, whichever is less.~~

~~2.~~

~~Addition, alteration or repairs by a nonowner within a specific cost limitation set by rule, provided the total cost shall not exceed \$5,000 within any 12-month period.~~

~~3.~~

~~The exemption does not apply to single-family residences that are located in mapped flood hazard areas, as defined in the code, unless the enforcement district or local enforcement agency has determined that the work, which is otherwise exempt, does not constitute a substantial improvement, including the repair of substantial damage, of such family residences.~~

~~Each code exemption, as defined in this section, shall be certified to the local board 10 days prior to implementation and shall be effective only in the territorial jurisdiction of the enforcement district or local enforcement agency implementing it.~~

~~102.2.6~~ This section does not apply to swings and other playground equipment accessory to a one- or two-family dwelling.

~~Exception~~ : Electrical service to such playground equipment shall be in accordance with [Chapter 27](#) of this code.

~~102.3 Application of references.~~ References to chapter or section numbers, or attachments or to provisions not specifically identified by number, shall be construed to refer to such chapter, section or provision of this code.

~~102.4 Referenced codes and standards.~~ The codes and standards referenced in this code shall be considered part of the requirements of this code to the prescribed extent of each such reference. Where differences occur between provisions of this code and referenced codes and standards, the provisions of this code shall apply.

~~102.4.1~~ Provisions in referenced codes and standards. Where the extent of the reference to a referenced code or standard includes subject matter that is within the scope of this code or the Florida Codes listed in Section 101, the provisions of this code or the Florida Codes listed in Section 101.4, as applicable, shall take precedence over the provisions in the referenced code or standard.

~~102.5 Partial invalidity.~~ In the event that any part or provision of this code is held to be illegal or void, this shall not have the effect of making void or illegal any of the other parts or provisions.

~~102.6 Existing structures.~~ The legal occupancy of any structure existing on the date of adoption of this code shall be permitted to continue without change, except as is specifically covered in this code, the International Property Maintenance Code or the Florida Fire Prevention Code, or as is deemed necessary by the Building Official for the general safety and welfare of the occupants and the public.

~~102.7 Relocation of manufactured buildings.~~

~~1.~~

~~Relocation of an existing manufactured building does not constitute an alteration.~~

~~2.~~

~~A relocated building shall comply with wind speed requirements of the new location, using the appropriate wind speed map. If the existing building was manufactured in compliance with the Standard Building Code (prior to March 1, 2002), the wind speed map of the Standard Building Code shall be applicable. If the existing building was manufactured in compliance with the Florida Building Code (after March 1, 2002), the wind speed map of the Florida Building Code shall be applicable.~~

~~3.~~

~~A relocated building shall comply with the flood hazard requirements of the new location, if applicable.~~

~~102.8 Existing mechanical equipment . An agency or local government may not require that existing mechanical equipment on the surface of the roof be installed in compliance with the requirements of the Florida Building Code until the equipment is required to be moved or replaced.~~

SECTION 103 BUILDING DEPARTMENT

103.1 Establishment . There is hereby established a department to be called the Building Department and the person in charge shall be known as the Building Official.

103.2 Employee Qualifications

103.2.1 Building Official Qualifications . The Building Official shall be licensed as a Standard Building Code Administrator by the State of Florida.

103.2.2 Employee Qualifications . The Building Official, with the approval of the City Manager, may appoint or hire such number of officers, inspectors, plans examiners, assistants and other employees as shall be authorized from time to time. A person shall not be appointed or hired as inspector or plans examiner unless that person meets the qualifications for licensure as an inspector or plans examiner in the appropriate trade as established by the State of Florida.

103.2.3 Restrictions on employees . An officer or employee connected with the department, except one whose only connection is as a member of the board established by this code, shall not be financially interested in the furnishing of labor, material, or appliances for the construction, alteration, or maintenance of a building, structure, service, system or in the making of plans or of specifications thereof, within the jurisdiction of the department, unless he is the owner of such. This officer or employee shall not engage in any other work which is inconsistent with his duties or conflict with the interest of the department.

103.3 Records . The Building Official shall keep, or cause to be kept, a record of the business of the department. The records of the department shall be open to public inspection.

103.4 Liability . Any officer or employee or member of the Code Enforcement and Appeals Board and the Board of Adjustment, charged with the enforcement of this code, acting for the applicable governing authority in the discharge of their duties, shall not thereby render himself personally liable, and is hereby relieved from all personal liability for any damage that may accrue to persons or property as a result of any act required or permitted in the discharge of his duties. Any suit brought against any officer or employee or member because of such act performed by him in the enforcement of any provisions of this code shall be defended by the department of law until the final termination of the

proceedings, unless such person is found to have acted in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard for the safety, health, and welfare of the public.

SECTION 104 - DUTIES AND POWERS OF THE BUILDING OFFICIAL

104.1 General. The Building Official is hereby authorized and directed to enforce the provision of this code. The Building Official shall have the authority to render interpretation of this code and to adopt policies and procedures in order to clarify the application of its provisions. Such interpretations, policies and procedures shall be in compliance with the intent and purpose of this code and shall not have the effect of waiving requirements specifically provided for in this code.

104.2 Applications and permits. The building official shall receive applications, review construction documents and issue permits for the erection, and alteration, demolition and moving of buildings and structures, inspect the premises for which such permits have been issued and enforce compliance with the provisions of this code.

104.2.1 Determination of substantially improved or substantially damaged existing buildings and structures in flood areas. For applications for reconstruction, rehabilitation, repair, alteration, addition or other improvement of existing buildings or structures located in flood hazard areas, the building official shall determine if the proposed work constitutes substantial improvement or repair of substantial damage. Where the building official determines that the proposed work constitutes substantial improvement or repair of substantial damage, and where required by this code, the building official shall require the building to meet the requirements of Section 1612.

104.3 Notices and orders. The building official shall issue all necessary notices or orders to ensure compliance with this code.

104.3.1 Stop work orders. Upon notice from the Building Official, work on any building, structure, electrical, gas, mechanical or plumbing system that is being done contrary to the provisions of this code or in a dangerous or unsafe manner, shall immediately cease. Such notice shall be in writing and shall be given to the owner of the property, or to his agent, or to the person doing the work, and shall state the conditions under which work may be resumed. Where an emergency exists, the Building Official shall not be required to give a written notice prior to stopping the work.

104.3.2 Unlicensed contracting. Workers/contractors that cannot provide verification of compliance with Florida Statute 489.103,

the Building Official may issue a stop work order and a citation up to \$2,000 as allowed by Florida Statute 489.127(7)(c).

104.4 The building official shall make all of the required inspections, or the building official shall have the authority to accept reports of inspection by approved agencies or individuals. Reports of such inspections shall be in writing and be certified by a responsible officer of such approved agencies or by the responsible individual. The building official is authorized to engage such expert opinion as deemed necessary to report upon unusual technical issues that arise, subject to the approval of the appointing authority.

104.5 The building official shall carry proper identification when inspecting structures or premises in the performance of duties under this code.

104.6 Right of Entry .

104.6.1 Whenever necessary to make an inspection to enforce any of the provisions of this code, or whenever the Building Official has reasonable cause to believe that there exists in any building or upon any premises any condition or code violation which makes such building, structure, premises, electrical, gas, mechanical or plumbing systems unsafe, dangerous or hazardous, the Building Official may enter such building, structure or premises at all reasonable times to inspect the same or to perform any duty imposed upon the Building Official by this code. If such building or premises is occupied, he shall first present proper credentials and request entry. If such building, structure, or premises are unoccupied, he shall first make a reasonable effort to locate the owner or other person having charge or control of such and request entry. If entry is refused, the Building Official shall have recourse to every remedy provided by law to secure entry.

104.6.2 When the Building Official shall have first obtained a proper inspection warrant or other remedy provided by law to secure entry, no owner or occupant or any other persons having charge, care or control of any building, structure, or premises shall fail or neglect, after proper request is made as herein provided, to promptly permit entry therein by the Building Official for the purpose of inspection and examination pursuant to this code.

104.6.3 Requirements not covered by code. Any requirements necessary for the strength, stability or proper operation of an existing or proposed building, structure, electrical, gas, mechanical or plumbing system, or for the public safety, health and general welfare, not specifically covered by this or the other technical codes, shall be determined by the Building Official.

104.7 Department records The building official shall keep official records of applications received, permits and certificates issued, fees collected,

reports of inspections, and notices and orders issued. Such records shall be retained in the official records for the period required for retention of public records per FS 119.

104.8 Liability . The building official, members of the board of appeals or employees charged with the enforcement of this code, while acting for the jurisdiction in good faith and without malice in the discharge of the duties required by this code or other pertinent law or ordinance, shall not thereby be rendered liable personally and is hereby relieved from personal liability for any damage accruing to persons or property as a result of any act by reason of any act or by reason of an act or omission in the discharge of official duties. Any suit instituted against an officer or employee in the lawful discharge of duties and under the provisions of this code shall be defended by legal representative of the jurisdiction until the final termination of the proceedings. The building official or any subordinate shall not be liable for cost in any action, suit or proceeding that is instituted in pursuance of the provisions of this code.

~~**104.9 Approved materials and equipment.** Materials, equipment and devices approved by the Building Official shall be constructed and installed in accordance with such approval.~~

~~**104.9.1 Used materials and equipment** . The use of used materials which meet the requirements of this code for new materials is permitted. Used equipment and devices shall not be reused unless approved by the Building Official.~~

~~**104.10 Modifications** . Wherever there are practical difficulties involved in carrying out the provisions of this code, the building official shall have the authority to grant modifications for individual cases, upon application of the owner or owner's representative, provided the building official shall first find that special individual reason makes the strict letter of this code impractical and the modifications is in compliance with the intent and purpose of this code and that such modification does not lessen health, accessibility, life and safety, or structural requirements. The details of action granting modifications shall be recorded and entered in the files of the building department.~~

~~**104.11 Alternative materials, design and methods of construction and equipment** . The provisions of this code are not intended to prevent the installation of any material or to prohibit any design or method of construction not specifically prescribed by this code, provided that any such alternative has been approved. An alternative material, design or method of construction shall be approved where the Building Official finds that the proposed design is satisfactory and complies with the intent of the provisions of this code, and that the material, method or work offered is, for the purpose intended, at least the equivalent of that prescribed in this code in quality, strength, effectiveness, fire resistance, durability and safety. When alternate life safety systems are designed, the SFPE Engineering Guide to Performance Based Fire Protection Analysis~~

and Design of Buildings, or other methods approved by the Building Official may be used. The Building Official shall require that sufficient evidence or proof be submitted to substantiate any claim made regarding the alternative.

104.11.1 Research reports . Supporting data, where necessary to assist in the approval of materials or assemblies not specifically provided for in this code, shall consist of valid research reports from approved sources.

104.11.2 Tests . Whenever there is insufficient evidence of compliance with the provisions of this code, or evidence that a material or method does not conform to the requirements of this code, or in order to substantiate claims for alternative materials or methods, the Building Official shall have the authority to require tests as evidence of compliance to be made at no expense to the jurisdiction. Test methods shall be as specified in this code or by other recognized test standards. In the absence of recognized and accepted test methods, the Building Official shall approve the testing procedures. Tests shall be performed by an approved agency. Reports of such tests shall be retained by the Building Official for the period required for retention of public records.

104.11.3 Accessibility . Alternative designs and technologies for providing access to and usability of a facility for persons with disabilities shall be in accordance with Section 11-2.2.

SECTION 105 – PERMITS

105.1 Required. Any owner or authorized agent who intends to construct, enlarge, alter, repair, move, demolish, or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert or replace any required impact resistant coverings, electrical, gas, mechanical or plumbing system, the installation of which is regulated by this code, or to cause any such work to be done, shall first make application to the Building Official and obtain the required permit.

105.1.1 Annual facility permit. In lieu of an individual permit for each alteration to an existing electrical, gas, mechanical, plumbing or interior nonstructural office system(s), the Building Official is authorized to issue an annual permit for any occupancy to facilitate routine or emergency service, repair, refurbishing, minor renovations of service systems or manufacturing equipment installations/relocations. The Building Official shall be notified of major changes and shall retain the right to make inspections at the facility site as deemed necessary. An annual facility permit shall be assessed with an annual fee and shall be valid for one year from date of issuance. A separate permit shall be obtained for each facility and for each construction trade, as applicable. The permit

application shall contain a general description of the parameters of work intended to be performed during the year.

105.1.2 Annual permit records. The person to whom an annual permit is issued shall keep a detailed record of alterations made under such annual permit. The Building Official shall have access to such records at all times or such records shall be filed with the Building Official as designated.

105.1.3 Food permit. As per Section 500.12, Florida Statutes, a food permit from the Department of Agriculture and Consumer Services is required of any person who operates a food establishment or retail store.

105.1.4 Public swimming pool. The local enforcing agency may not issue a building permit to construct, develop, or modify a public swimming pool without proof of application, whether complete or incomplete, for an operating permit pursuant to Section 514.031, Florida Statutes. A certificate of completion or occupancy may not be issued until such operating permit is issued. The local enforcing agency shall conduct their review of the building permit application upon filing and in accordance with Chapter 553, Florida Statutes. The local enforcing agency may confer with the Department of health, if necessary, but may not delay the building permit application review while awaiting comment from the Department of Health.

105.2 Work exempt from permit. Exemptions from permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code. Permits shall not be required for the following:

Building:

1.

One-story detached accessory structures used as tool and storage sheds, playhouses, patio decks less than 12" above grade and similar uses, provided the floor area does not exceed 120 square feet (11m²).

2.

Retaining walls that are not over 3 feet (914.25mm) in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge or impounding Class I, II or IIIA liquids.

3.

Water tanks supported directly on grade if the capacity does not exceed 5,000 gallons (18,925 L) and the ratio of height to diameter or width does not exceed 2:1.

4.

Sidewalks and driveways not more than 30 inches (762mm) above adjacent grade, and not over any basement or story below and are not part of an accessible route.

5.

~~Painting, papering, carpeting, and similar finish work.~~

6.

~~Temporary motion picture, television and theater stage sets and scenery.~~

7.

~~Prefabricated swimming pools accessory to a Group 3 occupancy that are less than 24 inches (610 mm) deep, do not exceed 5000 gallons (18,925 L) and are installed entirely above ground.~~

8.

~~Shade cloth structures constructed for nursery or agricultural purposes, not including service systems.~~

9.

~~Swings and other playground equipment accessory to detached one and two family dwellings.~~

10.

~~Window awnings supported by an exterior wall and do not project more than 54 inches (1372 mm) from the exterior wall and do not require additional support of Groups R-3 and U occupancies.~~

11.

~~Non-fixed and moveable fixtures, cases, racks, counters and partitions not over 5 feet 9 inches (1753 mm) in height.~~

Electrical:

~~**Repairs and maintenance :** Minor repair work, including the replacement of lamps or the connection of approved portable electrical equipment to approved permanently installed receptacles.~~

~~**Radio and television transmitting stations :** The provisions of this code shall not apply to electrical equipment used for radio and television transmissions, but do apply to equipment and wiring for power supply and the installation of towers and antennas.~~

~~**Temporary testing systems :** A permit shall not be required for the installation of any temporary system for the testing or servicing of electrical equipment or apparatus.~~

Gas :

1.

~~Portable heating appliance.~~

~~2.~~

~~Replacement of any minor part that does not alter approval of equipment or make such equipment unsafe.~~

Mechanical:

~~1.~~

~~Portable heating appliance.~~

~~2.~~

~~Portable ventilation equipment.~~

~~3.~~

~~Portable cooling unit.~~

~~4.~~

~~Steam, hot or chilled water piping within any heating or cooling equipment regulated by this code.~~

~~5.~~

~~Replacement of any part which does not alter its approval or make it unsafe.~~

~~6.~~

~~Portable evaporative cooler.~~

~~7.~~

~~Self-contained refrigeration system containing 10 pounds (4.54 kg) or less of refrigerant and actuated by motors of 1 horsepower (746 W) or less.~~

~~8.~~

~~The installation, replacement, removal or metering of any load management control device.~~

Plumbing:

~~1.~~

~~The stopping of leaks in drains, water, soil, waste or vent pipe provided, however, that if any concealed trap, drain pipe, water, soil, waste or vent pipe becomes defective and it becomes necessary to remove and replace the same with new material, such work shall be considered as new work and a permit shall be obtained and inspection made as provided in this code.~~

~~2.~~

~~The clearing of stoppages or the repairing of leaks in pipes, valves or fixtures, and the removal and reinstallation of water closets, provided such repairs do not involve or require the replacement or rearrangement of valves, pipes or fixtures.~~

105.2.1 Emergency repairs. ~~Where equipment replacements and repairs must be performed in an emergency situation, the permit application shall be submitted within the next working business day to the Building Official.~~

~~105.2.2 Minor repairs~~ . Ordinary minor repairs or installation of repair parts may be made with the prior approval of the Building Official without a permit, provided the repairs do not include the cutting away of any wall, partition or portion thereof, the removal or cutting of any structural beam or load-bearing support, or the removal or change of any required means of egress, or rearrangement of parts of a structure affecting the egress requirements; additionally, ordinary minor repairs shall not include addition to, alteration of, replacement or relocation of any standpipe, water supply, sewer, drainage, drain leader, gas, soil, waste, vent or similar piping, electric wiring systems or mechanical equipment or other work affecting public health or general safety, and such repairs shall not violate any of the provisions of the technical codes.

~~105.2.3 Public service agencies~~ . A permit shall not be required for the installation, alteration or repair of generation, transmission, distribution or metering or other related equipment that is under the ownership and control of public service agencies by established right.

~~105.3 Application for permit~~ . To obtain a permit, the applicant shall first file an application therefore in writing on a form furnished by the building department for that purpose. Permit application forms shall be in the format prescribed by a local administrative board, if applicable, and must comply with the requirements of Section 713.135(5) and (6), Florida Statutes.

Each application shall be inscribed with the date of application, and the code in effect as of that date. For a building permit for which an application is submitted prior to the effective date of the Florida Building Code, the state minimum building code in effect in the permitting jurisdiction on the date of the application governs the permitted work for the life of the permit and any extension granted to the permit.

~~105.3.1 Action on application~~ . The Building Official shall examine or cause to be examined applications for permits and amendments thereto as set forth in FS 553.79 after filing. If the application or the construction documents do not conform to the requirements of pertinent laws, the Building Official shall reject such application in writing, stating the reasons therefore. If the Building Official is satisfied that the proposed work conforms to the requirements of this code and laws and ordinances applicable thereto, the Building Official shall issue a permit therefore as soon as practicable. When authorized through contractual agreement with a school board, in acting on applications for permits, the Building Official shall give first priority to any applications for the construction of, or addition or renovation to, any school or educational facility.

~~105.3.1.2 No permit may be issued for any building construction, erection, alteration, modification, repair or addition unless the applicant for such permit provides to the enforcing agency which issues the permit any of the following documents which apply to the construction for which the permit is to be issued and which shall be prepared by or under the direction of an engineer registered under Chapter 471, Florida Statutes:~~

~~1.~~

~~Plumbing documents for any new building or addition which requires a plumbing system with more than 250 fixture units or which costs more than \$ 125,000.~~

~~2.~~

~~Fire sprinkler documents for any new building or addition which includes a fire sprinkler system which contains 50 or more sprinkler heads. A Contractor I, Contractor II or Contractor IV, certified under Section 633.521, Florida Statutes, may design a fire sprinkler system of 49 or fewer heads and may design the alteration of an existing fire sprinkler system if the alteration consists of the relocation, addition or deletion of not more than 49 heads, notwithstanding the size of the existing fire sprinkler system.~~

~~3.~~

~~Heating, ventilation and air-conditioning documents for any new building or addition which requires more than a 15-ton-per-system capacity which is designed to accommodate 100 or more persons or for which the system costs more than \$ 125,000.~~

~~This paragraph does not include any document for the replacement or repair of an existing system in which the work does not require altering a structural part of the building or for work on a residential one-, two-, three or four-family structure. An air-conditioning system may be designed by an installing air-conditioning contractor certified under Chapter 489, Florida Statutes, to serve any building or addition which is designed to accommodate fewer than 100 persons and requires an air-conditioning system with a value of \$125,000 or less; and when a 15-ton-per system or less is designed for a singular space of a building and each 15-ton system or less has an independent duct system. Systems not complying with the above require design documents that are to be sealed by a professional engineer.~~

~~**Example 1:** When a space has two 10-ton systems with each having an independent duct system, the contractor may design these two systems since each unit (system) is less than 15 tons.~~

~~**Example 2:** Consider a small single-story office building which consists of six individual offices where each office has a single 3-ton package air conditioning heat pump. The six heat pumps are connected to a single water cooling tower. The cost of the entire heating, ventilation and air conditioning work is \$47,000 and the office building accommodates fewer than 100 persons. Because the six mechanical units are connected to a common water tower this is considered to be an 18-ton system. It therefore could not be designed by a mechanical or air conditioning contractor.~~

~~**NOTE:** It was further clarified by the Commission that the limiting criteria of 100 persons and \$ 125,000 apply to the building occupancy load and the cost for the total air-conditioning system of the building.~~

~~4.~~

~~Any specialized mechanical, electrical, or plumbing document for any new building or addition which includes a medical gas, oxygen, steam, vacuum, toxic air filtration, halon, or fire detection and alarm system which costs more than \$5,000.~~

~~5.~~

~~Electrical documents: See Florida Statutes 471.003(2)(h). Any electrical or plumbing or air-conditioning and refrigeration system meeting the following thresholds are required to be designed by a Florida Registered Engineer. The system, Requires an electrical system with a value of over \$125,000; and Requires an aggregate service capacity of over 600 amperes (240 volts) on a residential electrical system or over 800 amperes (240 volts) on a commercial or industrial electrical system.~~

~~**NOTE:** it was further clarified by the Commission that the limiting factor of 240 volts or over is required to be designed by an Engineer.~~

~~6.~~

~~All public swimming pools and public bathing places defined by and regulated under Chapter 514, Florida Statutes.~~

~~Documents requiring an engineer seal by this part shall not be valid unless a professional engineer who possesses a valid certificate of registration has signed, dated, and stamped such document as provided in Section 471.025, Florida Statutes.~~

~~**105.3.2 Time limitation of application.** An application for a permit for any proposed work shall be deemed to have been abandoned becoming null and void 180 days after the date of filing, unless such application has been pursued in good faith or a permit has been issued; except that the Building Official is~~

~~authorized to grant one or more extensions of time for additional periods not exceeding 90 days each. The extension shall be requested in writing and justifiable cause demonstrated.~~

~~**105.3.3** An enforcing authority may not issue a building permit for any building construction, erection, alteration, modification, repair or addition unless the permit either includes on its face or there is attached to the permit the following statement: "NOTICE: In addition to the requirements of this permit, there may be additional restrictions applicable to this property that may be found in the public records of this county, and there may be additional permits required from other governmental entities such as water management districts, state agencies or federal agencies."~~

~~**105.3.4** A building permit for a single-family residential dwelling must be issued within 30 working days of application therefore unless unusual circumstances require a longer time for processing the application or unless the permit application fails to satisfy the Florida Building Code or the enforcing agency's laws or ordinances.~~

~~**105.3.5 Identification of minimum premium policy** . Except as otherwise provided in Chapter 440, Florida Statutes, Workers' Compensation, every employer shall, as a condition to receiving a building permit, show proof that it has secured compensation for its employees as provided in Section 440.10 and 440.38, Florida Statutes.~~

~~**105.3.6 Asbestos removal** . Moving, removal or disposal of asbestos-containing materials on a residential building where the owner occupies the building, the building is not for sale or lease, and the work is performed according to the owner-builder limitations provided in this paragraph. To qualify for exemption under this paragraph, an owner must personally appear and sign the building permit application. The permitting agency shall provide the person with a disclosure statement in substantially the following form:~~

~~**Disclosure Statement** : State law requires asbestos abatement to be done by licensed contractors. You have applied for a permit under an exemption to that law. The exemption allows you, as the owner of your property, to act as your own asbestos abatement contractor even though you do not have a license. You must supervise the construction yourself. You may move, remove or dispose of asbestos-containing materials on a residential building where you occupy the building and the building is not for sale or lease, or the building is a farm outbuilding on your property. If you sell or lease such building within 1 year after the asbestos abatement is complete, the law will presume that you intended to sell or lease the property at the time the work was done, which is a~~

violation of this exemption. You may not hire an unlicensed person as your contractor. Your work must be done according to all local, state and federal laws and regulations which apply to asbestos abatement projects. It is your responsibility to make sure that people employed by you have licenses required by state law and by county or municipal licensing ordinances.

105.3.7 Special foundation permit. When application for permit to erect or enlarge a building has been filed and pending issuance of such permit, the Building Official may, at his discretion, issue a special permit for the foundation only. The holder of such special permit is proceeding at their own risk and without assurance that a permit for the remainder of the work will be granted nor that corrections will not be required in order to meet provisions of the technical codes or that all construction may be required to be removed and the site returned to its original condition if the application for a permit is ultimately denied.

105.3.7.1 Applicable Code for Manufactured Buildings. Manufacturers should be permitted to complete all buildings designed and approved prior to the effective date of a new code edition, provided a clear signed contract is in place. The contract shall provide specific data mirroring that required by an application for permit, specifically, without limitation, date of execution, building over or dealer, and anticipated date of completion. However, the construction activity must commence within 6 months of the contract's execution. The contract is subject to verification by the Department of Business and Professional Regulation.

105.3.8 Public right-of-way. A permit shall not be given by the Building Official for the construction of any building, or for the alteration of any building where said building is to be changed and such change will affect the exterior walls, bays, balconies, or other appendages or projections fronting on any street, alley, or public use lane, or for the placing on any lot or premises of any building or structure removed from another lot or premises, unless the applicant has made application for right of way permits from the authority having jurisdiction over the street, alley, or public lane.

105.4 Conditions of the permit. The issuance or granting of a permit shall not be construed to be a permit for, or an approval of, any violation of any of the provisions of this code or of any other ordinance of the jurisdiction. Permits presuming to give authority to violate or cancel the provisions of this code or other ordinances of the jurisdiction shall not be valid. The issuance of a permit based on construction documents and other data shall not prevent the building official from requiring the correction of errors in the construction documents and other data. The building official is also authorized to prevent occupancy or use of a

structure where in violation of this code or of any other ordinances of this jurisdiction.

105.4.1 Permit intent. A permit issued shall be construed to be a license to proceed with the work and not as authority to violate, cancel, alter or set aside any of the provisions of the technical codes, nor shall issuance of a permit prevent the Building Official from thereafter requiring a correction of errors in plans, construction or violations of this code. Every permit issued shall become invalid unless the work authorized by such permit is commenced within 6 months after its issuance, or if the work authorized by such permit is suspended or abandoned for a period of 6 months after the time the work is commenced.

105.4.1.1 If work has commenced and the permit is revoked, becomes null and void or expires because of lack of progress or abandonment, a new permit covering the proposed construction shall be obtained before proceeding with the work.

105.4.1.2 If a new permit is not obtained within 180 days from the date the initial permit became null and void, the Building Official is authorized to require that any work which has been commenced or completed be removed from the building site. Alternately, a new permit may be issued on application, providing the work in place and required to complete the structure meets all applicable regulations in effect at the time the initial permit became null and void and any regulations which may have become effective between the date of expiration and the date of issuance of the new permit.

105.4.1.3 Work shall be considered to be in active progress when the permit has received an approved inspection within 180 days. This provision shall not be applicable in case of civil commotion or strike or when the building work is halted due directly to judicial injunction, order or similar process.

105.4.1.4 The fee for renewal reissuance and extension of a permit shall be set forth by the administrative authority.

105.5 Expiration. A. Every permit issued shall become invalid unless the work on the site authorized by such permit is commenced within 180 days after its issuance, or if the work authorized on the site by such permit is suspended or abandoned for a period of 180 days after the time the work is commenced the permit holder and property owner shall be responsible to either complete all work in accordance with the permitted plans and inspection or remove any partially completed work in a safe and code compliant manner. The building official is authorized to grant,

~~in writing, one or more extensions of time, for periods not more than 180 days each. The extension shall be requested in writing and justifiable cause demonstrated as determined by the building official.~~

~~B.~~

~~Permits issued for the demolition of a structure shall expire ninety days from the date of issuance. For a justifiable cause, one or more extensions of time for a period not exceeding thirty days may be allowed. Such request shall be in writing to the Building Official.~~

~~**105.5.1** The building official is authorized to reject new permit applications from a contractor who holds more than 10 expired or inactive permits.~~

~~**105.5.1.1** For the purpose of this subsection, a closed permit shall mean a permit for which all requirements for completion have been satisfied or a permit that has been administratively closed by the building official.~~

~~**105.5.1.2** For the purposes of this subsection, an open permit shall mean a permit that has not satisfied all requirements for completion as defined in 105.5.1.1.~~

~~**105.6 Revocation of permits.** The Building Official is authorized to suspend or revoke a permit issued under the provisions of this code wherever the permit is issued in error or on the basis of incorrect, inaccurate or incomplete information, or in violation of any Ordinance or regulation on any provisions of this Code.~~

~~**105.6.1 Misrepresentation of application** . The Building Official may revoke a permit or approval, issued under the provisions of this code, in case there has been any false statement or misrepresentation as to the material fact in the application or plans on which the permit or approval was based.~~

~~**105.6.2 Violation of code provisions** . The Building Official may revoke a permit upon determination by the Building Official that the construction, erection, alteration, repair, moving, demolition, installation, or replacement of the building, structure, electrical, gas, mechanical or plumbing systems for which the permit was issued is in violation of, or not in conformity with, the provisions of this code.~~

~~**105.7 Placement of permit** . The building permit or copy shall be kept on the site of the work until the completion of the project.~~

~~**105.8 Notice of commencement** . As per Section 713.135, Florida Statutes, when any person applies for a building permit, the authority issuing such permit shall print on the face of each permit card in no less than 14 point, capitalized, boldfaced type: "WARNING TO OWNER: YOUR FAILURE TO RECORD A NOTICE OF COMMENCEMENT MAY RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS~~

~~TO YOUR PROPERTY. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE RECORDING YOUR NOTICE OF COMMENCEMENT."~~

~~**105.9 Asbestos**—The enforcing agency shall require each building permit for the demolition or renovation of an existing structure to contain an asbestos notification statement which indicates the owner's or operator's responsibility to comply with the provisions of Section 469.003, Florida Statutes, and to notify the Department of Environmental Protection of his or her intentions to remove asbestos, when applicable, in accordance with state and federal law.~~

~~**105.10 Certificate of protective treatment for prevention of termites**—A weather-resistant job-site posting board shall be provided to receive duplicate treatment certificates as each required protective treatment is completed, providing a copy for the person the permit is issued to and another copy for the building permit files. The treatment certificate shall provide the product used, identity of the applicator, time and date of the treatment, site location, area treated, chemical used, percent concentration and number of gallons used, to establish a verifiable record of protective treatment. If the soil chemical barrier method for termite prevention is used, final exterior treatment shall be completed prior to final building approval.~~

~~**105.11 Notice of termite protection**—A permanent sign which identifies the termite treatment provider and need for reinspection and treatment contract renewal shall be provided. The sign shall be posted near the water heater or electric panel.~~

~~**105.12 Work starting before permit issuance**—The scope of work delineated in the building permit application and plan may not be started prior to the final approval and issuance of the permit.~~

~~**105.13 Phased permit approval**—After submittal of the appropriate construction documents, the Building Official is authorized to issue a permit for the construction of foundations or any other part of a building or structure before the construction documents for the whole building or structure have been submitted. The holder of such permit for the foundation or other parts of a building or structure shall proceed at the holder's own risk with the building operation and without assurance that a permit for the entire structure will be granted. Corrections may be required to meet the requirements of the technical codes.~~

~~**105.14 Permit issued on basis of an affidavit**—Whenever a permit is issued in reliance upon an affidavit or whenever the work to be covered by a permit involves installation under conditions which, in the opinion of the Building Official, are hazardous or complex, the Building Official shall require that the architect or engineer who signed the affidavit or prepared the drawings or computations shall supervise such work. In addition, they shall be responsible for conformity to the permit, provide~~

~~copies of inspection reports as inspections are performed, and upon completion make and file with the Building Official written affidavit that the work has been done in conformity to the reviewed plans and with the structural provisions of the technical codes. In the event such architect or engineer is not available, the owner shall employ in his stead a competent person or agency whose qualifications are reviewed by the Building Official. The Building Official shall ensure that any person conducting plans review is qualified as a plans examiner under Part XII of Chapter 468, Florida Statutes, and that any person conducting inspections is qualified as a building inspector under Part III of Chapter 468, Florida Statutes.~~

~~105.15 Streamlined low-voltage alarm system installation permitting.~~

~~1.~~

~~As used in this section, the term:~~

~~a.~~

~~"Contractor" means a person who is qualified to engage in the business of electrical to engage in the business of electrical or alarm system contracting pursuant to a certificate or registration issued by the department under part II of chapter 489, Florida Statutes.~~

~~b.~~

~~"Low-voltage alarm system project" means a project related to the installation, maintenance, inspection, replacement, or service of a new or existing alarm system, as defined in Section 489.505, Florida Statutes, that is hardwired and operating at low voltage, as defined in the National Electrical Code Standard 70, and ancillary components, or equipment attached to such a system, including, but not limited to, home automation equipment, thermostats, and video cameras.~~

~~c.~~

~~"Wireless alarm system" means a burglar alarm system or smoke detector that is not hardwired.~~

~~2.~~

~~Notwithstanding any provision of this Code, this section applies to all low-voltage alarm system projects for which a permit is required by a local enforcement agency. However, a permit is not required to install, maintain, inspect, replace, or service a wireless alarm system, including any ancillary components or equipment attached to the system.~~

~~3.~~

~~This section does not apply to the installation or replacement of a fire alarm if a plan review is required.~~

~~4.~~

~~A local enforcement agency shall make uniform basic permit labels available for purchase by a contractor to be used for the installation or replacement of a new or existing alarm system at a cost as indicated in Section 553.73, Florida Statutes. The local enforcement~~

~~agency may not require the payment of any additional fees, charges, or expenses associated with the installation or replacement of a new or existing alarm.~~

~~a.~~

~~A local enforcement agency may not require a contractor, as a condition of purchasing a label, to submit information other than identification information of the licensee and proof of registration or certification as a contractor.~~

~~b.~~

~~A label is valid for 1 year after the date of purchase and may only be used within the jurisdiction of the local enforcement agency that issued the label. A contractor may purchase labels in bulk for one or more unspecified current or future projects.~~

~~5.~~

~~A contractor shall post an unused uniform basic permit label in a conspicuous place on the premises of the low voltage alarm system project site before commencing work on the project.~~

~~6.~~

~~A contractor is not required to notify the local enforcement agency before commencing work on a low voltage alarm system project. However, a contractor must submit a Uniform Notice of a Low Voltage Alarm System Project as provided under subsection (7) to the local enforcement agency within 14 days after completing the project. A local enforcement agency may take disciplinary action against a contractor who fails to timely submit a Uniform Notice of a Low Voltage Alarm System Project.~~

~~7.~~

~~The Uniform notice of a Low Voltage Alarm System project may be submitted electronically if all submissions are signed by the owner, tenant, contractor, or authorized representative of such persons. The Uniform Notice of a Low Voltage Alarm System Project shall be in the format prescribed by the local enforcement agency and must comply with the requirements of Section 553.793(7), Florida Statutes.~~

~~8.~~

~~A local enforcement agency may coordinate directly with the owner or customer to inspect a low voltage alarm system project may be inspected by the local enforcement agency to ensure compliance with applicable codes and standards. If a low voltage alarm system project fails an inspection, the contractor must take corrective action as necessary to pass inspection.~~

~~9.~~

~~A municipality, county, district, or other entity of local government may not adopt or maintain in effect any ordinance or rule regarding a low voltage alarm system project that is inconsistent with this section.~~

~~10.~~

~~A uniform basic permit label shall not be required for the subsequent maintenance, inspection, or service of an alarm system that was permitted in accordance with this section.~~

~~The provisions of this act are not intended to impose new or additional licensure requirements on persons licensed in accordance with the applicable provisions of chapter 489, Florida Statutes.~~

~~SECTION 106—SUBMITTAL DOCUMENTS~~

~~106.1 Submittal documents~~ . ~~Construction documents, a statement of special inspections and other data shall be submitted in one or more sets with each application for a permit. The construction documents shall be prepared by a design professional where required by the statutes. Drawings and revised drawings shall be submitted on a minimum size paper of 24 X 36 inches. Drawings requiring revision sheets shall be revised and inserted by the parties responsible for the project. Where special conditions exist, the Building Official is authorized to require additional construction documents to be prepared by a design professional.~~

~~Exception~~ : ~~The Building Official is authorized to waive the submission of construction documents and other data not required to be prepared by a registered design professional if it is found that the nature of the work applied for is such that review of construction documents is not necessary to obtain compliance with this code.~~

~~If the design professional is an architect or engineer legally registered under the laws of this state regulating the practice of architecture as provided for in Chapter 481, Florida Statutes Part I, 61G1 Florida Administrative Code, or engineering as provided for in Chapter 471, Florida Statutes & 61G15 Florida Administrative Code, then he or she shall affix his or her official seal to said drawings, specifications and accompanying data, as required by Florida Statute. If the design professional is a landscape architect registered under the laws of this state regulating the practice of landscape architecture as provided for in Chapter 481, Florida Statutes, Part II, then he or she shall affix his or her seal to said drawings, specifications and accompanying data as defined in Section 481.303(6)(a)(b)(c)(d), FS.~~

~~106.1.1 Information on construction documents~~. ~~Construction documents shall be dimensioned and drawn upon suitable material. Electronic media documents are permitted to be submitted when approved by the Building Official. Construction documents shall be of sufficient clarity to indicate the location, nature and extent of the work proposed and show in detail that it will conform to the provisions of this code and relevant laws, ordinances, rules and regulations, as determined by the Building Official. Such drawings and specifications shall contain information, in the form of notes or otherwise, as to the quality of materials, where quality is essential to conformity with technical codes. Such information shall be specific, and the technical codes shall not be cited as a whole or in part, nor shall the term "legal" or its equivalent be used as a substitute for specific information. All information , drawings,~~

specifications and accompanying data shall bear the name and signature of the person responsible for the design. (see also Section 106.3.5).

106.1.1.1 Fire protection system shop drawings. Shop drawings for the fire protection system(s) shall be submitted to indicate conformance with this code and the construction documents and shall be approved prior to the start of system installation. Shop drawings shall contain all information as required by the referenced installation standards in [Chapter 9](#).

106.1.1.2 For roof assemblies required by the code, the construction documents shall illustrate, describe and delineate the type of roofing system, materials, fastening requirements, flashing requirements and wind resistance rating that are required to be installed. Product evaluation and installation shall indicate compliance with the wind criteria required for the specific site or a statement by an architect or engineer for the specific site must be submitted with the construction documents.

106.1.1.3 Means of egress. The construction documents shall show in sufficient detail the location, construction, size and character of all portions of the means of egress in compliance with the provisions of this code. In other than occupancies in Groups R-2, R-3, and I-1, the construction documents shall designate the number of occupants to be accommodated on every floor, and in all rooms and spaces.

106.1.1.4 Exterior wall envelope. Construction documents for all buildings shall describe the exterior wall envelope in sufficient detail to determine compliance with this code. The construction documents shall provide details of the exterior wall envelope as required, including flashing, intersections with dissimilar materials, corners, end details, control joints, intersections at roof, eaves or parapets, means of drainage, water-resistive membrane and details around openings. The construction documents shall include manufacturer's installation instructions that provide supporting documentation that the proposed penetration and opening details described in the construction documents maintain the weather resistance of the exterior wall envelope. The supporting documentation shall fully describe the exterior wall system which was tested, where applicable, as well as the test procedure used.

106.2 Additional data. The Building Official shall be allowed to require details, computation, stress diagrams, and other data necessary to describe the construction or installation and the basis of calculations. All

drawings, specifications and accompanying data required by the Building Official to be prepared by an architect or engineer shall be affixed with their official seal.

106.2.1 Design Professional . If the design professional is an architect or engineer legally registered under the laws of this State regulating the practice of architecture or engineering, then he/she shall affix his official seal to said drawings, specifications and accompanying data, as required by Florida Statute.

106.2.2 Certification by contractors authorized under the provisions of Florida Statutes 489.115(4)(b) shall be considered equivalent to sealed plans and specifications by a person licensed under Chapter 471 Florida Statutes or Chapter 481 Florida Statutes by local enforcement agencies for plans review for permitting purposes relating to compliance with the wind resistance provisions of the code or alternate methodologies approved by the Florida Building Commission for one and two family dwellings. Local enforcement agencies may rely upon such certification by contractors that the plans and specifications submitted conform to the requirements of the code for wind resistance. Upon good cause shown, local government code enforcement agencies may accept or reject plans sealed by persons licensed under Chapter 471, 481, or 489 of the Florida Statutes.

106.2.3 Structural and fire resistance integrity . Plans for all buildings shall indicate how required structural and fire resistance integrity will be maintained where a penetration of required fire resistant wall, floor or partition will be made for electrical, gas, mechanical, plumbing and communication conduits, pipes, and systems. Such plans shall also indicate in sufficient detail how the fire integrity will be maintained where required fire resistant floors intersect the exterior walls and where joints occur in required fire resistant construction assemblies.

106.2.4 Site plan . The construction documents submitted with the application for permit shall be accompanied by a site plan showing to scale the size and location of new construction and existing structures on the site, distances from lot lines, the established street grades and the proposed finished grades and, as applicable, flood hazard areas, floodways, and design flood elevations; and it shall be drawn in accordance with accurate boundary line survey. In case of demolition, the site plan shall show construction to be demolished and the location and size of existing structures and construction that are to remain on the site or plot. The building official is authorized to waive or modify the requirement for a site plan when the application for permit is for alteration or repair or when otherwise warranted. The Building Official shall be

permitted to require a boundary line survey prepared by a qualified surveyor.

106.2.5 Hazardous occupancies. The Building Official may require the following:

1.

General Site Plan. A general site plan drawn at a legible scale which shall include, but not be limited to, the location of all buildings, exterior storage facilities, permanent access ways, evacuation routes, parking lots, internal roads, chemical loading areas, equipment cleaning areas, storm and sanitary sewer accesses, emergency equipment and adjacent property uses. The exterior storage areas shall be identified with the hazard classes and the maximum quantities, per hazard class of hazardous materials stored.

2.

Building floor plan. A building floor plan drawn to a legible scale, which shall include, but not be limited to, all hazardous materials storage facilities within the building and shall indicate rooms, doorways, corridors, exits, fire rated assemblies with their hourly rating, location of liquid tight rooms, and evacuation routes. Each hazardous materials storage facility shall be identified on the plan with the hazard classes and quantity range per hazard class of the hazardous materials stored.

106.2.6 Design flood elevations. Where design flood elevations are not specified, they shall be established in accordance with section 1612.3.1 FBC. Elevation certificates required at the floor elevation during construction and a final certificate required at final before Certificate of Occupancy is issued.

106.3 Examination of documents . The Building Official shall examine or cause to be examined the accompanying construction documents and shall ascertain by such examinations whether the construction indicated and described is in accordance with the requirements of this code and other pertinent laws or ordinances.

Exceptions:

1.

Building plans approved pursuant to Section 553.77(5), Florida Statutes, and state-approved manufactured buildings are exempt from local codes enforcing agency plan reviews except for provisions of the code relating to erection, assembly (including utility crossover connections) or construction at the site. Erection, assembly and construction at the site are subject to local permitting and inspections. Photocopies of plans approved according to FAC 9B-1.009, F.A.C., shall be sufficient for local permit application documents of record for the modular building portion of the permitted project.

2.

Industrial construction on sites where design, construction and fire safety are supervised by appropriate licensed design and inspection professionals and which contain adequate in-house fire departments and rescue squads is exempt, subject to local, approval of the building official, from review of plans and inspections, providing the appropriate licensed

design and inspection professionals certify that applicable codes and standards have been met and supply appropriate approved drawings to local building and fire safety inspectors.

~~106.3.1 Approval of construction documents~~ . When the Building Official issues a permit, the construction documents shall be approved, in writing or by stamp, as "Reviewed for Code Compliance." One set of construction documents so reviewed shall be retained by the Building Official. The other set shall be returned to the applicant, shall be kept at the site of work and shall be open to inspection by the Building Official or a duly authorized representative.

~~106.3.2 Previous approvals~~ . This code shall not require changes in the construction documents, construction or designated occupancy of a structure for which a lawful permit has been heretofore issued or otherwise lawfully authorized, and the construction of which has been pursued in good faith within 180 days after the effective date of this code and has not been abandoned.

~~106.3.3 Phased approval~~ . The building official is authorized to issue a permit for the construction of foundations or any other part of a building or structure before the construction documents for the whole building or structure have been submitted, provided that adequate information and detailed statements have been filed complying with pertinent requirements of this code. The holder of such permit for the foundation or other parts of a building or structure shall proceed at the holder's own risk with the building operation and without assurance that a permit for the entire structure will be granted

~~106.3.4 Design professional in responsible charge~~ . Reserved.

~~106.3.4.1 General~~ . When it is required that documents prepared by a registered design professional, the building official shall be authorized to require the owner to engage and designate on the building permit application a registered design professional who shall act as the registered design professional in responsible charge. If the circumstances require, the owner shall designate a substitute registered design professional in responsible charge who shall perform the duties required of the original registered design professional in responsible charge. The building official shall be notified in writing by the owner if the registered design professional in responsible charge is changed or is unable to continue to perform the duties. The registered design professional in responsible charge shall be responsible for reviewing and coordinating submittal documents prepared by the others,, including phased and

deferred submittal items, for compatibility with the design of the building.

106.3.4.2 Deferred submittals. For the purpose of this section, deferred submittals are defined as those portions of the design that are not submitted at the time of the application and are to be submitted to the building official within a specified period. Deferral of any submittal items shall have the prior approval of the building official. The registered design professional in responsible charge shall list the deferred submittals on the construction documents for review by the building official. Documents for deferred submittal items shall be submitted to the registered design professional in responsible charge who shall review them and forward them to the building official with a notation indicating that the deferred submittal documents have been reviewed and found to be in general conformance to the design of the building. The deferred submittal items shall not be installed until the deferred submittal documents have been approved by the building official.

1.

Form board survey

2.

Elevation certificate at the slab before going vertical and at the final

3.

Final survey before Certificate of Occupancy

4.

Various shop drawings

106.3.4.3 Certifications by contractors authorized under the provisions of Section 489.115(4)(b), Florida Statutes, shall be considered equivalent to sealed plans and specifications by a person licensed under Chapter 471, Florida Statutes, or Chapter 481 Florida Statutes, by local enforcement agencies for plans review for permitting purposes relating to compliance with the wind resistance provisions of the code or alternate methodologies approved by the Florida Building Commission for one- and two-family dwellings. Local enforcement agencies may rely upon such certification by contractors that the plans and specifications submitted conform to the requirements of the code for wind resistance. Upon good cause shown, local government code enforcement agencies may accept or reject plans sealed by persons licensed under Chapters 471, 481 or 489, Florida Statutes.

~~106.3.5 Minimum plan review criteria for buildings.~~ The examination of the documents by the Building Official shall include the following minimum criteria and documents: a floor plan; site plan; foundation plan; floor/roof framing plan or truss layout; and all exterior elevations:

Commercial Buildings:

Building

~~1.~~

Site requirements:

Parking

Fire access

Vehicle loading

Driving/turning radius

Fire hydrant/water supply/post indicator valve (PIV)

Set back/separation (assumed property lines)

Location of specific tanks, water lines and sewer lines

Flood hazard areas, flood zones and design flood elevation

~~2.~~

Occupancy group and special occupancy requirements shall be determined.

Cross check with the energy code submittal.

~~3.~~

Minimum type of construction shall be determined (see Table 503).

~~4.~~

Fire-resistant construction requirements shall include the following components:

Fire-resistant separations

Fire-resistant protection for type of construction

Protection of openings and penetrations of rated walls fire blocking and

Draft stopping and calculated fire resistance

~~5.~~

Fire suppression systems shall include:

~~Early warning smoke evacuation systems schematic fire sprinklers~~

~~Standpipes~~

~~Pre-engineered systems~~

~~Riser diagram~~

~~Same as above~~

6.

~~Life safety systems shall be determined and shall include the following requirements:~~

~~Occupant load and egress capacities~~

~~Early warning~~

~~Smoke control~~

~~Stair pressurization~~

~~Systems schematic~~

7.

~~Occupancy load/egress requirements shall include:~~

~~Occupancy load~~

~~Gross~~

~~Net~~

~~Means of egress~~

~~Exit access~~

~~Exit~~

~~Exit discharge~~

~~Stairs construction/geometry and protection~~

~~Doors~~

~~Emergency lighting and exit signs~~

~~Specific occupancy requirements~~

~~Construction requirements~~

~~Horizontal exits/exit passageways~~

8.

~~Structural requirements shall include:~~

~~Soil conditions/analysis~~

~~Termite protection~~

~~Design loads~~

~~Wind requirements~~

~~Building envelope~~

~~Structural calculations (if required)~~

~~Foundation~~

~~Flood requirements in accordance with Section 1612,~~

~~Including lowest floor elevations, enclosures, flood~~

~~Damage-resistant materials.~~

~~Wall systems~~

~~Floor systems~~

~~Roof systems~~

~~Threshold inspection plan~~

~~Stair systems~~

~~9.~~

~~Materials shall be reviewed and shall at a minimum include the following:~~

~~Wood~~

~~Steel~~

~~Aluminum~~

~~Concrete~~

~~Plastic~~

~~Glass~~

~~Masonry~~

~~Gypsum board and plaster~~

~~Insulating (mechanical)~~

~~Roofing~~

Insulation

~~Building envelope portions of the energy code (calculations and mandatory requirements)~~

10.

~~Accessibility requirements shall include the following:~~

~~Site requirements~~

~~Accessible route~~

~~Vertical accessibility~~

~~Toilet and bathing facilities~~

~~Drinking fountains~~

~~Equipment~~

~~Special occupancy requirements~~

~~Fair housing requirements~~

11.

~~Interior requirements shall include the following:~~

~~Interior finishes (flame spread/smoke development)~~

~~Light and ventilation~~

~~Sanitation (including corresponding portions of energy code)~~

12.

~~Special systems:~~

~~Elevators~~

~~Escalators~~

~~Lifts~~

13.

~~Swimming pools:~~

~~Barrier requirements~~

~~Spas~~

~~Wading pools~~

14.

~~Location and installation detail, each fire door, fire damper, ceiling damper, and smoke damper shall be shown and identified on the building plans by the design specialist.~~

Electrical

1.

Electrical:

Wiring

Services

Feeders and branch circuits

Over-current protection

Grounding

Wiring methods and materials

GFCIs

Electrical portions of the energy code (calculations and mandatory requirements)

2.

Equipment

3.

Special occupancies

4.

Emergency systems

5.

Communication systems

6.

Low voltage

7.

Load calculations

8.

Design flood elevation

Plumbing

1.

Minimum plumbing facilities

2.

Fixture requirements

3.

Water supply piping

4.

Sanitary drainage

5.

Water heaters

6.

Vents

7.

Roof drainage

8.

Back flow prevention

9.

Irrigation

10.

Location of water supply line

11.

Grease traps

12.

Environmental requirements

13.

Plumbing riser

14.

Design flood elevation.

15.

Water/plumbing portions of the energy code (calculations and mandatory requirement)

Mechanical

1.

Energy calculations—Mechanical portions of the energy code (calculations and mandatory requirements)

2.

Exhaust systems:

Clothes dryer exhaust

Kitchen equipment exhaust

~~Specialty exhaust systems~~

~~3.~~

~~Equipment~~

~~4.~~

~~Equipment location~~

~~5.~~

~~Make-up air~~

~~6.~~

~~Roof-mounted equipment~~

~~7.~~

~~Duct systems~~

~~8.~~

~~Ventilation~~

~~9.~~

~~Combustion air~~

~~10.~~

~~Chimneys, fireplaces and vents~~

~~11.~~

~~Appliances~~

~~12.~~

~~Boilers~~

~~13.~~

~~Refrigeration~~

~~14.~~

~~Bathroom ventilation~~

~~15.~~

~~Laboratory~~

~~16.~~

~~Design flood elevation~~

Gas

~~1.~~

~~Gas piping~~

~~2.~~

Venting

3.

Combustion air

4.

Chimneys and vents

5.

Appliances

6.

Type of gas

7.

Fireplaces

8.

LP tank location

9.

Riser diagram/shutoffs

10.

Design flood elevation

11.

Gas portion of the energy code (calculations and mandatory requirements)

Demolition

1.

Asbestos removal

2.

Hazard materials—identification and removal instructions (necessary permits)

Residential (one and two family)

1.

Site requirements

Set back/separation (assumed property lines)

Location of septic tanks

2.

Fire-resistant construction (if required)

3.

Fire

4.

~~Smoke detector locations~~

5.

~~Egress~~

~~Egress window size and location stairs construction requirements~~

6.

~~Structural requirements shall include:~~

~~Wall section from foundation through roof, including assembly and materials connector tables wind requirements structural calculations (if required)~~

~~Termite protection~~

~~Design loads~~

~~Wind requirements~~

~~Building envelope~~

~~Structural calculations (if required)~~

~~Foundation,~~

~~Wall system~~

~~Floor system~~

~~Roof system~~

7.

~~Accessibility requirements: show/identify accessible bath~~

8.

~~Flood hazard areas, flood zones, design flood elevations, enclosures, equipment, and flood damage resistant materials.~~

1.

~~Elevation certificate at construction stage either the slab or floor framing before construction goes vertical.~~

2.

~~Final elevation certificate at final before Certificate of Occupancy is given.~~

9.

~~Impact resistant coverings or systems.~~

10.

Residential energy code submittal ~~Manufactured buildings/housing~~

1.

Site requirements

~~Setbacks/separation (assumed [property lines])~~

~~Location of septic tanks (if applicable)~~

2.

Structural Wind zone Anchoring Blocking

3.

Plumbing

~~List potable water source and meter size (if applicable)~~

4.

Mechanical Exhaust systems

~~Clothes dryer exhaust Kitchen equipment exhaust~~

5.

Electrical exterior disconnect location

Exemptions.

~~Plans examination by the Building Official shall not be required for the following work:~~

1.

~~Replacing existing equipment such as mechanical units, water heaters, etc.~~

2.

~~Reroofs~~

3.

~~Minor electrical, plumbing and mechanical repairs~~

4.

~~Annual maintenance permits~~

5.

~~Prototype plans (unless located in a special flood hazard area)~~

~~Except for local site adaptations, siding, foundations and/or modifications. Except for structures that require waiver.~~

6.

~~Manufactured buildings plan except for foundations and modifications of buildings on site.~~

(and as listed above in manufactured building/housing)
(unless located in a special flood hazard area)

~~106.4 Amended construction documents.~~ Work shall be installed in accordance with the reviewed construction documents, and any changes made during construction that are not in compliance with the reviewed construction documents shall be resubmitted for approval as an amended set of construction documents.

~~106.5 Retention of construction documents.~~ One set of approved construction documents shall be retained by the Building Official for a period of not less than 180 days from date of completion of the permitted work, or as required by Florida Statutes, Chapter 553 s 95.11 (3) © F.S.

~~106.6 Affidavits.~~ The Building Official may accept a sworn affidavit from a registered architect or engineer stating that the plans submitted conform to the technical codes. For buildings and structures, the affidavit shall state that the plans conform to the laws as to egress, type of construction and general arrangement and, if accompanied by drawings, show the structural design and that the plans and design conform to the requirements of the technical codes as to strength, stresses, strains, loads and stability. The Building Official may without any examination or inspection accept such affidavit, provided the architect or engineer who made such affidavit agrees to submit to the Building Official copies of inspection reports as inspections are performed and upon completion of the structure, electrical, gas, mechanical or plumbing systems a certification that the structure, electrical, gas, mechanical or plumbing system has been erected in accordance with the requirements of the technical codes. Where the Building Official relies upon such affidavit, the architect or engineer shall assume full responsibility for compliance with all provisions of the technical codes and other pertinent laws or ordinances. The Building Official shall ensure that any person conducting plans review is qualified as a plans examiner under Part XII of Chapter 468, Florida Statutes, and that any person conducting inspections is qualified as a building inspector under Part XII of Chapter 468, Florida Statutes.

~~106.6.1 Building permits issued on the basis of an affidavit.~~ Pursuant to the requirements of federal regulation for participation in the National Flood Insurance Program (44 C.F.R. Parts [59](#) and 60), the authority granted to the building official to issue permits, to rely on inspections, and to accept [plans and construction documents on the basis and affidavits and plans submitted pursuant to Sections 105.14 and 107.6, shall not extend to the flood load and flood resistance construction requirements of the Florida Building Code.

~~SECTION 107 – TEMPORARY STRUCTURES AND USES~~

~~**107.1 General.** The Building Official is authorized to issue a permit for temporary structures and temporary uses. Such permits shall be limited as to time of service, but shall not be permitted for more than 180 days. The Building Official is authorized to grant extensions for demonstrated cause.~~

~~**107.2 Conformance.** Temporary structures and uses shall conform to the structural strength, fire safety, means of egress, accessibility, light, ventilation and sanitary requirements of this code as necessary to ensure public health, safety and general welfare.~~

~~**107.3 Temporary power.** The Building Official is authorized to give permission to temporarily supply and use power in part of an electric installation before such installation has been fully completed and the final certificate of completion has been issued. The part covered by the temporary certificate shall comply with the requirements specified for temporary lighting, heat or power in Chapter 27 of the Florida Building Code, Building.~~

~~**107.4 Termination of approval.** The Building Official is authorized to terminate such permit for a temporary structure or use and to order the temporary structure or use to be discontinued.~~

SECTION 108 – FEES

~~**108.1 Prescribed fees.** A permit shall not be issued until fees authorized under Section 553.80, Florida Statutes, have been paid. Nor shall an amendment to a permit be released until the additional fee, if any, due to an increase in the estimated cost of the building, structure, electrical, plumbing, mechanical or gas systems has been paid.~~

~~**108.2 Schedule of permit fees.** On buildings, structures, electrical, gas, mechanical and plumbing systems or alterations requiring a permit, a fee for each permit shall be paid as required, in accordance with the schedule as established by the applicable governing authority.~~

~~**108.2.1 Types of Fees Enumerated.** Fees may be charged for but not limited to the following:~~

- ~~• Permits;~~
- ~~• After the fact permits~~
- ~~• Plans examination;~~
- ~~• Certificates of competency (including fees for applications, examinations, renewal, late renewal, and reciprocity);~~
- ~~• Re-inspections;~~
- ~~• Variance request;~~

- ~~Administrative fees (including fees for investigative and legal costs incurred in the context of certain disciplinary cases heard by the board);~~
- ~~Administrative appeals;~~
- ~~Other fees as established by local ordinance.~~

~~108.3 Building permit valuations.~~ ~~If, in the opinion of the Building Official, the valuation of building, alteration, structure, electrical, gas, mechanical or plumbing systems appear to be underestimated on the application, permit shall be denied, unless the applicant can show detailed estimates to meet the approval of the Building Official. Permit valuation shall include total cost, such as electrical, gas, mechanical, plumbing equipment and other systems, including materials, labor and profit. The permit valuation may be calculated using the latest Building Valuation Data Table published quarterly by the International Code Council and adopted by the City at the option of the Building Official. If in the opinion of the building official, the valuation is underestimated on the application, the permit shall be denied, unless the applicant can show detailed estimates to meet the approval of the building official. Final building permit valuation shall be set by the building official.~~

~~108.4 Work commencing before permit issuance.~~ ~~Any person who commences any work on a building, structure, electrical, gas, mechanical or plumbing system before obtaining the Building Official's approval or the necessary permits shall be subject to a after the fact permit cost up to four times the usual permit fee in addition to the required permit fees as set forth in the City of Fernandina Beach Building Permit Fee Ordinance. This provision shall not apply to emergency work when delay would clearly have placed life or property in imminent danger. But in all such cases the required permit(s) must be applied for within (2) business days and any unreasonable delay in obtaining those permit(s) shall result in the charge of a after the fact permit fee. The payment of a after the fact shall not preclude or be deemed a substitute for prosecution for commencing work without first obtaining a permit. The building official may grant extensions of time or waive added fees when justifiable cause has been demonstrated in writing.~~

~~108.5 Related fees.~~ ~~The payment of the fee for the construction, alteration, removal or demolition for work done in connection to or concurrently with the work authorized by a building permit shall not relieve the applicant or holder of the permit from the payment of other fees that are prescribed by law.~~

~~108.6 Refunds.~~ ~~The building official is authorized to establish a refund policy.~~

SECTION 109 – INSPECTIONS

~~109.1 General.~~ Construction or work for which a permit is required shall be subject to inspection by the Building Official and such construction or work shall remain accessible and exposed for inspection purposes until approved. Approval as a result of an inspection shall not be construed to be an approval of a violation of the provisions of this code or of other ordinances of the jurisdiction. Inspections presuming to give authority to violate or cancel the provisions of this code or of other ordinances of the jurisdiction shall not be valid. It shall be the duty of the permit applicant to cause the work to remain accessible and exposed for inspection purposes. Neither the Building Official nor the jurisdiction shall be liable for expense entailed in the removal or replacement of any material required to allow inspection. The building official shall be permitted to require a boundary line survey prepared by a qualified surveyor whenever the boundary lines cannot be readily determined in the field.

~~109.2 Existing building inspections .~~ Before issuing a permit, the Building Official may examine or cause to be examined any building, electrical, gas, mechanical, or plumbing systems for which an application has been received for a permit to enlarge, alter, repair, move, demolish, install, or change the occupancy. He shall inspect all buildings, structures, electrical, gas, mechanical, and plumbing systems, from time to time, during and upon completion of the work for which a permit was issued. He shall make a record of every such examination and inspection and of all violations of the technical codes.

~~109.3 Manufacturers and fabricators .~~ When deemed necessary by the Building Official, he shall make, or cause to be made, an inspection of materials or assemblies at the point of manufacture or fabrication. A record shall be made of every such examination and inspection and of all violations of the technical codes.

~~109.4 Inspection service .~~ The Building Official may make, or cause to be made, inspections required by Section 105. He or she may accept reports of department inspectors, independent inspectors or of recognized inspection services, provided that after the investigation he/she is satisfied as to their licensure, qualifications, and reliability. A certificate required by any provision of this code shall not be based on such reports unless the same are recorded by the Building Code Inspector or the architect or engineer performing building code inspections or by certification in a manner specified by the Building Official. The Building Official shall ensure that all persons making such inspections shall be certified in accordance to Chapter 468 Florida Statutes.

~~109.5 Inspections prior to issuance of Certificate of Occupancy or Completion.~~ The Building Official shall inspect or cause to be inspected, at various intervals, all construction or work for which a permit is required, and a final inspection shall be made of every building, structure, electrical, gas, mechanical or plumbing system upon completion, a final elevation certificate inspection prior to the issuance of the Certificate of

~~Occupancy or Certificate of Completion. In performing inspections, the Building Official shall give first priority to inspection of the construction, addition, or renovations to, any facilities owned or controlled by a State University, State Community College or public school district.~~

~~**109.6 Posting of permit.** Work requiring a permit shall not commence until the permit holder or his agent posts the permit card in a conspicuous place on the premises. The permit shall be protected from the weather and located in such position as to permit the Building Official or representative to conveniently make the required entries thereon. This permit card shall be maintained in such position by the permit holder until the Certificate of Occupancy or Completion is issued by the Building Official.~~

~~**109.7 Preliminary inspection.** Before issuing a permit, the Building Official is authorized to examine or cause to be examined buildings, structures and sites for which an application has been filed.~~

~~**109.8 Required inspections.** The Building Official upon notification from the permit holder or his or her agent, shall make the following inspections, and such other inspections as deemed necessary and shall either release that portion of the construction or shall notify the permit holder or his or her agent of any violations which must be corrected in order to comply with the technical codes. The Building Official shall determine the timing and sequencing of when inspections occur and what elements are inspected at each inspection.~~

Building

1.

~~Foundation inspection. To be made after trenches are excavated, placement of any required reinforcement steel and forms, and shall at a minimum include the following building components:~~

~~Stem-wall—Form board inspection~~

~~Monolithic slab-on-grade~~

~~Piling/pile caps~~

~~Footers/grade beams~~

~~Design flood elevation~~

~~Elevation certificate inspection~~

2.

~~Slab inspection. To be made after the reinforcement is in place all concealed conduit, piping, ducts and vents are installed and the electrical, plumbing and mechanical work is complete. Slab shall not be poured until all required inspection have been made and passed. A foundation survey prepared and certified by a registered surveyor shall be required for all~~

~~new construction prior to approval of the framing inspection. The survey shall certify placement of the building on the site, illustrate all surrounding setback dimensions and shall be available at the job site for the review by the Building Inspector. In lieu of providing a survey, the contractor may elect to uncover all property line markers and string-up all property lines in preparation for inspection.~~

~~2.2. **Elevation Certification.** In flood hazard areas, upon placement of the lowest floor, including basement, and prior to further vertical construction, the elevation certification required in section 1612.5 shall be submitted to the building official.~~

~~3.~~

~~Framing inspection. To be made after the roof, all framing, fire blocking and bracing is in place, all concealed wiring, all pipes, chimneys, ducts and vents are complete and the rough electrical, plumbing, heating wires, piped and ducts are approved and shall at a minimum include the following building components:~~

~~Window/door framing and installation~~

~~Window U-factor/SHGC as indicated on approved~~

~~Vertical cells/columns~~

~~Lintel/tie beams~~

~~Framing/trusses/bracing/connectors~~

~~Includes truss layout and engineering~~

~~Draft stopping/fire blocking~~

~~Curtain wall framing~~

~~Energy insulation (R-factor in place according to energy calculations) Accessibility~~

~~Verify rough opening dimensions are within tolerances.~~

~~Window and door buck attachment.~~

~~Flood hazard area, flood zones and design flood elevation~~

~~3.1. Lath and gypsum board inspections shall be made after the lathing and gypsum board, interior and exterior, is in place, but before any plastering is applied or gypsum board joints and fasteners are taped and finished.~~

~~**Exception:** Gypsum board that is not part of a fire-resistance-rated assembly or a shear assembly.~~

~~4.~~

~~Sheathing inspection. To be made either as part of a dry-in inspection or done separately at the request of the contractor after all roof and wall sheathing and fasteners are complete and shall at a minimum include the following building components:~~

~~Roof sheathing
Wall sheathing
Sheathing fasteners
Roof/wall dry-in.
Sheathing/cladding inspection
Continuous air barrier~~

~~5.~~

~~Roofing inspection. Shall be made at a minimum of two inspections and shall include the following building components:~~

~~Dry-in
Insulation
Roof coverings (including In Progress as necessary)
Flashing~~

~~6.~~

~~Final inspection. To be made after the building is completed and ready for occupancy.~~

~~6.1 **Lowest floor elevation.** In flood hazard areas, upon placement of the lowest floor, including the basement, and prior to further vertical construction the elevation certification required in section 1612.5 shall be submitted to the building official.~~

~~7.~~

~~Swimming pool inspection. First inspection to be made after excavation and installation of reinforcing steel, bonding and main drain and prior to placing of concrete shell.~~

~~Underground electric inspection, underground piping inspection including a pressure test.~~

~~Design flood elevation.~~

~~Deck inspection: to be made prior to installation of deck material 9 with forms, deck drains, and any reinforcement in place.~~

~~Safety inspection made prior to filling the pool, the bonding connection completed, proper drain covers installed and all final barriers installed.~~

~~Final inspection to be made when the swimming pool is complete and all required enclosure requirements are in place. In order to pass final inspection and receive a Certificate of Completion, a residential swimming pool must meet the requirements relating to pool safety features as described in Section 424.2.17.~~

~~Underground electric inspection.~~

~~Equipotential, equal potential grid wire installed and inspected.~~

~~Underground piping inspection including a pressure test.~~

~~Deck inspection: to be made prior to installation of the deck material (with forms, deck drains, and any reinforcement in place.~~

~~Safety Inspection: Made prior to filling the pool with the bonding connections made, the proper drain covers installed and the final barriers installed. (Design flood elevation requirements)~~

~~Final inspection to be made when the swimming pool is complete and all required enclosure requirements are in place. In order to pass final inspection and receive a certificate of completion, a residential swimming pool must meet the requirements relating to pool safety features as described in Section 424.2.17.~~

~~8.~~

~~Demolition inspections. First inspection to be made after all utility connections have been disconnected and secured in such manner that no unsafe or unsanitary conditions shall exist during or after demolition operations. Final inspection to be made after all demolition work is completed.~~

~~9.~~

~~Manufactured building inspections. The building department shall inspect construction of foundations; connecting buildings to foundations; installation of parts identified on plans as site installed items, joining the modules, including utility crossovers; utility connections from the building to utility lines on site; and any other work done on site which requires compliance with the Florida Building Code. Additional inspections may be required for public educational facilities (see Section 423.27.20).~~

~~10.~~

~~Where impact resistant coverings are installed to meet requirements of this code, the Building Official shall schedule adequate inspections of impact resistant coverings to determine the following:~~

~~The system indicated on the plans was installed.~~

~~The system is installed in accordance with the manufacturer's installation instructions and the product approval.~~

Electrical

~~1.~~

~~Underground inspection. To be made after trenches or ditches are excavated, conduit or cable is installed, and before any backfill is put in place. Location of service equipment and interior land boxes.~~

~~2.~~

~~Rough-in inspection. To be made after the roof, framing, fire blocking and bracing is in place and prior to the installation of wall or ceiling membranes.~~

~~3.~~

~~Final inspection. To be made after the building is complete, all required electrical fixtures are in place and properly connected or protected, and the structure is ready for occupancy.~~

~~4.~~

~~Electrical portions of the energy code (calculations and mandatory requirements)~~

~~5.~~

~~Design flood elevation.~~

Plumbing

~~1.~~

~~Underground inspection. To be made after trenches or ditches are excavated, piping is installed, and before any backfill is put in place.~~

~~2.~~

~~Rough-in inspection. To be made after the roof, framing, fire blocking and bracing is in place and all soil, waste and vent piping is complete, and prior to this installation of wall or ceiling membranes.~~

~~3.~~

~~Final inspection. To be made after the building is complete, all plumbing fixtures are in place and properly connected, and the structure is ready for occupancy.~~

~~4.~~

~~Water/plumbing portions of the energy code (calculations and mandatory requirements.)~~

~~5.~~

~~Design flood elevation.~~

~~Note: See Section 312 of the Florida Building Code, Plumbing for required tests.~~

Mechanical

~~1.~~

~~Underground inspection. To be made after trenches or ditches are excavated, underground duct and fuel piping is installed, and before any backfill is put in place.~~

~~2.~~

~~Rough-in inspection. To be made after the roof, framing, fire blocking and bracing are in place and all ducting, and other concealed components are complete, and prior to the installation of wall or ceiling membranes.~~

~~3.~~

~~Final inspection. To be made after the building is complete, the mechanical system is in place and properly connected, and the structure is ready for occupancy.~~

~~4.~~

~~Design flood elevation~~

~~5.~~

~~Equipment locations, roof mounted equipment~~

~~6.~~

~~Mechanical portions of the energy code (calculations and mandatory requirements)~~

Gas

~~1.~~

~~Rough piping inspection. To be made after all new piping authorized by the permit has been installed, and before any such piping has been covered or concealed or any fixtures or gas appliances have been connected. Riser diagram/shut offs.~~

~~2.~~

~~Final piping inspection. To be made after all piping authorized by the permit has been installed and after all portions which are to be concealed by plastering or otherwise have been so concealed, and before any fixtures or gas appliances have been connected. This inspection shall include a pressure test.~~

~~3.~~

~~Final inspection. To be made on all new gas work authorized by the permit and such portions of existing systems as may be affected by new work or any changes, to ensure compliance with all the requirements of this code and to assure that the installation and construction of the gas system is in accordance with reviewed plans.~~

~~4.~~

~~Bonding of gas line to closest electrical source~~

~~5.~~

~~L.P. tank location~~

~~6.~~

~~Design flood elevation~~

~~7.~~

~~Gas portion of the energy code (calculations and mandatory requirements)~~

109.3.1 Site Debris.

1.

The contractor and/or owner of any active or inactive construction project shall be responsible for the clean-up and removal of all construction debris or any other miscellaneous discarded articles prior to receiving final inspection approval. Construction job sites must be kept clean, such that accumulation of construction debris does not present a safety hazard.

2.

All debris shall be kept in such a manner as to prevent it from being spread by any means.

~~109.3.2 Written release~~ . Work shall not be done on any part of a building, structure, electrical, gas, mechanical or plumbing system beyond the point indicated in each successive inspection without first obtaining a written release from the Building Official. Such written release shall be given only after an inspection has been made of each successive step in the construction or installation as indicated by each of the foregoing three inspections.

~~109.3.3 Reinforcing steel and structural frames~~ . Reinforcing steel or structural frame work of any part of any building or structure shall not be covered or concealed without first obtaining a release from the Building Official.

~~109.3.4 Termites~~ . Building components and building surroundings required to be protected from termite damage in accordance with Section 1503.6, Section 2304.13 or Section 2304.11.6, specifically required to be inspected for termites in accordance with Section 2114, or required to have chemical soil treatment in accordance with Section 1816 shall not be covered or concealed until the release from the Building Official has been received.

~~109.3.5 Shoring~~ . For threshold buildings, shoring and associated formwork or false work shall be designed and inspected by a Florida licensed professional engineer, employed by the permit holder or subcontractor, prior to any required mandatory inspections by the threshold building inspector.

~~109.3.5.1 Fire and smoke resistant penetrations~~ . Protection of joints and penetrations in fire resistant rated assemblies, smoke barriers and smoke partitions shall not be concealed from view until inspected and approved.

~~109.3.6 Threshold building~~ .

~~109.3.6.1~~ The enforcing agency shall require a special inspector to perform structural inspections on a threshold building pursuant to a structural inspection plan prepared by the engineer or architect of record. The structural inspection plan must be submitted to the enforcing agency prior to the

~~issuance of a building permit for the construction of a threshold building. The purpose of the structural inspection plans is to provide specific inspection procedures and schedules so that the building can be adequately inspected for compliance with the permitted documents. The special inspector may not serve as a surrogate in carrying out the responsibilities of the Building Official, the architect or the engineer of record. The contractor's contractual or statutory obligations are not relieved by any action of the special inspector.~~

~~**109.3.6.2** The special inspector shall determine that a professional engineer who specializes in shoring design has inspected the shoring and reshoring for conformance with the shoring and reshoring plans submitted to the enforcing agency. A fee simple title owner of a building, which does not meet the minimum size, height, occupancy, occupancy classification or number of stories criteria which would result in classification as a threshold building under s. 553.71(7), may designate such building as a threshold building, subject to more than the minimum number of inspections required by the Florida Building Code.~~

~~**109.3.6.3** The fee owner of a threshold building shall select and pay all costs of employing a special inspector, but the special inspector shall be responsible to the enforcement agency. The inspector shall be a person certified, licensed or registered under Chapter 471, Florida Statutes, as an engineer or under Chapter 481, Florida Statutes, as an architect.~~

~~**109.3.6.4** Each enforcement agency shall require that, on every threshold building:~~

~~**109.3.6.4.1** The special inspector, upon completion of the building and prior to the issuance of a certificate of occupancy, file a signed and sealed statement with the enforcement agency in substantially the following form: "To the best of my knowledge and belief, the above described construction of all structural load-bearing components complies with the permitted documents, and the shoring and reshoring conforms to the shoring and reshoring plans submitted to the enforcement agency."~~

~~**109.3.6.4.2** Any proposal to install an alternate structural product or system to which building codes apply be submitted to the enforcement agency for review for compliance with the codes and made part~~

of the enforcement agency's recorded set of permit documents.

109.3.6.4.3 All shoring and reshoring procedures, plans and details be submitted to the enforcement agency for recordkeeping. Each shoring and reshoring installation shall be supervised, inspected and certified to be in compliance with the shoring documents by the contractor.

109.3.6.4.4 All plans for the building which are required to be signed and sealed by the architect or engineer of record contain a statement that, to the best of the architect's or engineer's knowledge, the plans and specifications comply with the applicable minimum building codes and the applicable fire safety standards as determined by the local authority in accordance with this section and Chapter 633, Florida Statutes.

109.3.6.5 No enforcing agency may issue a building permit for construction of any threshold building except to a licensed general contractor, as defined in Section 489.105(3)(a), Florida Statutes, or to a licensed building contractor, as defined in Section 489.105(3)(b), Florida Statutes, within the scope of her or his license. The named contractor to whom the building permit is issued shall have the responsibility for supervision, direction, management and control of the construction activities on the project for which the building permit was issued.

109.3.6.6 The building department may allow a special inspector to conduct the minimum structural inspection of threshold buildings required by this code, Section 553.73, Florida Statutes, without duplicative inspection by the building department. The Building Official is responsible for ensuring that any person conducting inspections is qualified as a building inspector under Part XII of Chapter 468, Florida Statutes, or certified as a special inspector under Chapter 471 or 481, Florida Statutes. Inspections of threshold buildings required by Section 553.79(5), Florida Statutes, are in addition to the minimum inspections required by this code.

109.3.7 Energy efficiency inspections. Reserved.

109.3.8 Other inspections. Reserved.

109.3.9 Special inspections. Reserved.

~~109.3.10 Final inspection~~. All permits require final inspection which shall be made after all work required by the building permit is completed.

~~109.3.11 Blower door test required before certificate of completions and occupancy is issued.~~

~~109.3.12 Duct leakage test required where applicable.~~

~~109.4 Inspection agencies~~. The building official is authorized to accept reports of approved inspection agencies, provided such agencies satisfy the requirements as to qualifications and reliability.

~~109.5 Inspection requests~~. It shall be the duty of the holder of the building permit or their duly authorized agent to notify the Building Official when work is ready for inspection. It shall be the duty of the permit holder to provide access to and means for inspections of such work that are required by this code.

~~109.6 Approval required~~. Work shall not be done beyond the point indicated in each successive inspection without first obtaining the approval of the Building Official. The Building Official, upon notification, shall make the requested inspections and shall either indicate the portion of the construction that is satisfactory as completed, or notify the permit holder or his or her agent wherein the same fails to comply with this code. Any portions that do not comply shall be corrected and such portion shall not be covered or concealed until authorized by the Building Official.

~~SECTION 110 -- CERTIFICATES OF OCCUPANCY AND COMPLETION~~

~~110.1 Building occupancy~~. No building or structure shall be used or occupied, and no change in the existing occupancy classification of a building or structure or portion thereof until the Building Official has issued a certificate of occupancy therefore as provided herein. Said certificate shall not be issued until all required electrical, gas, mechanical, plumbing and fire protection systems and all requirements of the local floodplain management ordinance have been inspected for compliance with the technical codes and other applicable laws and ordinances and released by the Building Official.

~~EXCEPTION:~~ Certificates of occupancy are not required for work exempted from permits under section Section 105.

~~110.2 Certificate issued~~. After the Building Official inspects the building or structure and finds no violations of the provisions of this code or other laws that are enforced by the department of building safety, the Building Official shall issue a certificate of occupancy that contains the following:

1.
The building permit number.
2.
The address of the structure.
3.
The name and address of the owner.
4.
A description of that portion of the structure for which the certificate is issued.
5.
The name of the Building Official.
6.
The edition of the code under which the permit was issued.
7.
The use and occupancy, in accordance with the provisions of Chapter 3.
8.
The type of construction as defined in [Chapter 6](#).
9.
If an automatic sprinkler system is provided, whether the sprinkler system is required.
10.
Any special stipulations and conditions of the building permit.
11.
For buildings and structures in flood hazard areas, a statement that documentation of the as-built lowest floor elevation has been provided and is retained in the records of the building department.

~~110.3 Conditional occupancy.~~ The Building Official is authorized to issue a Certificate of Occupancy, but not before the completion of the entire work covered by the permit.

~~110.4 Certificate of Completion .~~ A Certificate of Completion is proof that a structure or system is complete and for certain types of permits is released for use and may be connected to a utility system. This certificate does not grant authority to occupy a building, such as shell building, prior to the issuance of a Certificate of Occupancy.

~~110.5 Revocation .~~ The Building Official is authorized to, in writing, suspend or revoke a Certificate of Occupancy or Completion issued under the provisions of this code wherever the certificate is issued in error, or on the basis of incorrect information supplied, or where it is determined

~~that the building or structure or portion thereof is in violation of any ordinance or regulation or any of the provisions of this code.~~

~~SECTION 111 – SERVICE UTILITIES~~

~~**111.1 Connection of service utilities** . No person or utility provider shall make connections from a utility, source of energy, fuel or power to any building or system that is regulated by this code for which a permit is required, until released by the Building Official or a Certificate of Occupancy or Certificate of Completion is issued.~~

~~**111.2 Temporary connection** . The Building Official shall have the authority to authorize the temporary connection of the building or system to the utility source of energy, fuel or power for the purpose of testing building services, systems, or for the use under a Conditional Certificate of Occupancy.~~

~~**111.3 Authority to disconnect service utilities.** The Building Official shall have the authority to authorize disconnection of utility service to the building, structure or system regulated by this code and the referenced codes and standards set forth in section 101.4 in case of emergency where necessary to eliminate an immediate hazard to life or property or when such utility connection has been made without the approval required by section 112.1 or 112.2. The Building Official shall have the authority to authorize disconnection of utility services to any building or structure that is being occupied prior to the issuance of a Certificate of Occupancy or is in violation of a City Ordinance. The Building Official shall notify the serving utility, and wherever possible the owner and occupant of the building, structure or service system of the decision to disconnect prior to taking such action. If not notified prior to disconnecting, the owner or occupant of the building, structure or service system shall be notified in writing, as soon as practical thereafter.~~

~~SECTION 112 – CODE ENFORCEMENT AND APPEALS BOARD~~

~~**112.1 Appointment** . There may be established a board to be called the Code Enforcement and Appeals Board, which shall consist of seven members. The board shall be appointed by the City Commission.~~

~~**112.2 Membership and terms** shall be as determined by Florida Statute and City Ordinance.~~

~~SECTION 113 – POSTING FLOOR LOADS~~

~~**113.1 Occupancy.** An existing or new building shall not be occupied for any purpose which will cause the floors thereof to be loaded beyond their safe capacity.~~

~~**113.2 Storage and Factory-Industrial Occupancies** . It shall be the responsibility of the owner, agent, proprietor or occupant of Group S and Group F occupancies, or any occupancy where excessive floor loading is~~

likely to occur, to employ a competent architect or engineer in computing the safe load capacity. All such computations shall be accompanied by an affidavit from the architect or engineer stating the safe allowable floor load on each floor in pounds per square foot uniformly distributed. The computations and affidavit shall be filed as a permanent record of the Building Department.

~~113.3 Signs required~~ . In every building or part of a building used for storage, industrial or hazardous purposes, the safe floor loads, as reviewed by the Building Official on the plan, shall be marked on plates of approved design which shall be supplied and securely affixed by the owner of the building in a conspicuous place in each story to which they relate. Such plates shall not be removed or defaced, and if lost, removed or defaced, shall be replaced by the owner of the building.

~~SECTION 114 – STOP WORK ORDER~~

~~114.1 Authority~~ . Whenever the Building Official finds any work regulated by this code being performed in a manner either contrary to the provisions of this code or dangerous or unsafe, the Building Official is authorized to issue a stop work order.

~~114.2 Issuance~~ . The stop work order shall be in writing and shall be given to the owner of the property involved, or to the owner's agent, or to the person doing the work. Upon issuance of a stop work order, the cited work shall immediately cease. The stop work order shall state the reason for the order, and the conditions under which the cited work will be permitted to resume.

~~114.3 Unlawful continuance~~ . Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to penalties as prescribed by law.

~~SECTION 115 – UNSAFE STRUCTURES AND EQUIPMENT~~

~~115.1 Conditions~~ : Structures or existing equipment that are or hereafter become unsafe, insanitary or deficient because of inadequate means of egress facilities, inadequate light and ventilation, or which constitute a fire hazard, or are otherwise dangerous to human life or the public welfare, or that involve illegal or improper occupancy or inadequate maintenance, shall be deemed an unsafe condition. Unsafe structures shall be taken down and removed or made safe, as the building official deems necessary and provided for in this section. A vacant structure that is not secured against entry shall be deemed unsafe.

~~115.2 Record~~ : The building official shall cause a report to be filed on an unsafe condition. The report shall state the occupancy of the structure and the nature of the unsafe condition.

~~**115.3. Notice** : If an unsafe condition is found, the building official shall serve on the owner, agent or person in control of the structure, a written notice that describes the condition deemed unsafe and specifies the required repairs or improvements to be made to abate the unsafe condition, or requires the unsafe structure to be demolished within a stipulated time. Such notice shall require the person notified to declare immediately to the building official acceptance or rejection of the terms of the order.~~

~~**115.4. Method of service** : Such notice shall be deemed properly served if a copy thereof is (a) delivered to the owner personally; (b) sent by certified or registered mail addressed to the owner at the last known address with the return receipt requested; or (c) delivered in any other manner as prescribed by local law. If the certified or registered letter is returned showing that the letter was not delivered, a copy thereof shall be posted in a conspicuous place in or about the structure affected by such notice. Service of such notice in the forgoing manner upon the owner's agent or upon the person responsible for the structure shall constitute service of notice upon the owner.~~

~~**115.5. Restoration** . The structure or equipment determined to be unsafe by the building official is permitted to be restored to a safe condition. To the extent that repairs, alterations or additions are made or a change of occupancy occurs during the restoration of the structure, such repairs, alterations, additions or change of occupancy shall comply with the requirements of Section 105.2.2 and the Florida Building Code Existing.~~

SECTION 116 – VIOLATIONS AND PENALTIES

~~**116.1** Any person, firm, corporation, provider, or agent who shall violate a provision of this code, or fail to comply therewith or with any of the requirements thereof, or who shall erect, construct, alter, install, demolish, or move any structure, electrical, gas, mechanical, or plumbing system, or has erected, constructed, altered, repaired, moved, or demolished a building, structure, electrical, gas, mechanical, or plumbing system, in violation of a detailed statement or drawing submitted and permitted there under, shall be guilty of a misdemeanor of the second degree. Each such person shall be considered guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this code is committed or continued. Upon conviction of any such violation such person shall be punished within the limits as provided by FS 489.13 and local ordinance.~~

~~**116.2** If any section, subsection, sentence, clause, or phrase of this code is for any reason held to be unconstitutional, such decisions shall not affect the validity of the remaining portions of this code.~~

(Ord. No. [2015-10](#), § 3, 7-7-15; Ord. No. [2018-15](#), § 2, 7-3-18)

Editor's note—Ord. No. [2018-15](#), [§ 2](#), adopted July 3, 2018, repealed [§ 22-29](#). [Section 3](#) of said ordinance enacted a new [§ 22-29](#), as set out herein. Former [§ 22-29](#) pertained to similar subject matter and derived from Ord. No. 2015-10, [§ 3](#), adopted July 7, 2015.

ORDINANCE 2020-29
EXHIBIT “A” – REPLACEMENT LANGUAGE
Section 22-29 Section 101 - 117

SECTION 101

GENERAL

101.1 Title. These regulations shall be known as the Florida Building Code, hereinafter referred to as “this code.”

101.2 Scope. The provisions of this code shall apply to the construction, alteration, relocation, enlargement, replacement, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every building or structure or any appurtenances connected or attached to such buildings or structures.

Exceptions:

1. Detached one- and two-family dwellings and multiple single-family dwellings (townhouses) not more than three stories above grade plane in height with a separate means of egress, and their accessory structures not more than three stories above grade plane in height, shall comply with the Florida Building Code, Residential.

2. Code requirements that address snow loads and earthquake protection are pervasive; they are left in place but shall not be utilized or enforced because Florida has no snow load or earthquake threat.

101.2.1 Appendices. Provisions in the appendices shall not apply unless specifically adopted.

101.3 Intent. The purpose of this code is to establish the minimum requirements to provide a reasonable level of safety, public health and general welfare through structural strength, means of egress facilities, stability, sanitation, adequate light and ventilation, energy conservation, and safety to life and property from fire and other hazards attributed to the built environment and to provide a reasonable level of safety to fire fighters and emergency responders during emergency operations.

101.4 Referenced codes. The other codes listed in Sections 101.4.1 through 101.4.9 and referenced elsewhere in this code shall be considered part of the requirements of this code to the prescribed extent of each such reference.

101.4.1 Gas. The provisions of the Florida Building Code, Fuel Gas shall apply to the installation of gas piping from the point of delivery, gas appliances and related accessories as covered in this code. These requirements apply to gas piping systems extending from the point of delivery to the inlet connections of appliances and the installation and operation of residential and commercial gas appliances and related accessories.

101.4.2 Mechanical. The provisions of the Florida Building Code, Mechanical shall apply to the installation, alterations, repairs and replacement of mechanical systems, including equipment, appliances, fixtures, fittings and/or appurtenances, including ventilating, heating, cooling, air-conditioning and refrigeration systems, incinerators and other energy-related systems.

101.4.3 Plumbing. The provisions of the Florida Building Code, Plumbing shall apply to the installation, alteration, repair and replacement of plumbing systems, including equipment, appliances, fixtures, fittings and appurtenances, and where connected to a water or sewage system and all aspects of a medical gas system.

101.4.4 Property maintenance. Reserved.

101.4.5 Fire prevention. For provisions related to fire prevention, refer to the Florida Fire Prevention Code. The Florida Fire Prevention Code shall apply to matters affecting or relating to structures, processes and premises from the hazard of fire and explosion arising

from the storage, handling or use of structures, materials or devices; from conditions hazardous to life, property or public welfare in the occupancy of structures or premises; and from the construction, extension, repair, alteration or removal of fire suppression, and alarm systems or fire hazards in the structure or on the premises from occupancy or operation.

101.4.6 Energy. The provisions of the Florida Building Code, Energy Conservation shall apply to all matters governing the design and construction of buildings for energy efficiency.

101.4.7 Existing buildings. The provisions of the Florida Building Code, Existing Building shall apply to matters governing the repair, alteration, change of occupancy, addition to and relocation of existing buildings.

101.4.8 Accessibility. For provisions related to accessibility, refer to the Florida Building Code, Accessibility.

101.4.9 Manufactured buildings. For additional administrative and special code requirements, see Section 458, Florida Building Code, Building, and Rule 61-41 F.A.C.

SECTION 102

APPLICABILITY

102.1 General. Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable. Where, in any specific case, different sections of this code specify different materials, methods of construction or other requirements, the most restrictive shall govern.

102.1.1 The Florida Building Code does not apply to, and no code enforcement action shall be brought with respect to, zoning requirements, land use requirements and owner specifications or programmatic requirements which do not pertain to and govern the design, construction, erection, alteration, modification, repair or demolition of public or private buildings, structures or facilities or to programmatic requirements that do not pertain to enforcement of the Florida Building Code. Additionally, a local code enforcement agency may not administer or enforce the Florida Building Code, Building to prevent the siting of any publicly owned facility, including, but not limited to, correctional facilities, juvenile justice facilities, or state universities, community colleges, or public education facilities, as provided by law.

102.2 Building. The provisions of the Florida Building Code shall apply to the construction, erection, alteration, modification, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every public and private building, structure or facility or floating residential structure, or any appurtenances connected or attached to such buildings, structures or facilities. Additions, alterations, repairs and changes of use or occupancy group in all buildings and structures shall comply with the provisions provided in the Florida Building Code, Existing Building. The following buildings, structures and facilities are exempt from the Florida Building Code as provided by law, and any further exemptions shall be as determined by the legislature and provided by law:

- (a) Building and structures specifically regulated and preempted by the federal government.
- (b) Railroads and ancillary facilities associated with the railroad.
- (c) Nonresidential farm buildings on farms.
- (d) Temporary buildings or sheds used exclusively for construction purposes.
- (e) Mobile or modular structures used as temporary offices, except that the provisions of Part II (Sections 553.501-553.513, Florida Statutes) relating to accessibility by persons with disabilities shall apply to such mobile or modular structures.

(f) Those structures or facilities of electric utilities, as defined in Section 366.02, Florida Statutes, which are directly involved in the generation, transmission, or distribution of electricity.

(g) Temporary sets, assemblies, or structures used in commercial motion picture or television production, or any sound-recording equipment used in such production, on or off the premises.

(h) Chickees constructed by the Miccosukee Tribe of Indians of Florida or the Seminole Tribe of Florida. As used in this paragraph, the term “chickee” means an open-sided wooden hut that has a thatched roof of palm or palmetto or other traditional materials, and that does not incorporate any electrical, plumbing, or other non-wood features.

(i) Family mausoleums not exceeding 250 square feet (23 m2) in area which are prefabricated and assembled on site or preassembled and delivered on site and have walls, roofs, and a floor constructed of granite, marble, or reinforced concrete.

(j) Temporary housing provided by the Department of Corrections to any prisoner in the state correctional system.

(k) A building or structure having less than 1,000 square feet (93 m2) which is constructed and owned by a natural person for hunting and which is repaired or reconstructed to the same dimension and condition as existed on January 1, 2011, if the building or structure:

1. Is not rented or leased or used as a principal residence.
2. Is not located within the 100-year flood plain according to the Federal Emergency Management Agency’s current Flood Insurance Rate Map; and
3. Is not connected to an off-site electric power or water supply.

102.2.1 In addition to the requirements of Sections 553.79 and 553.80, Florida Statutes, facilities subject to the provisions

of Chapter 395, Florida Statutes, and Part II of Chapter 400, Florida Statutes, shall have facility plans reviewed and construction surveyed by the state agency authorized to do so under the requirements of Chapter 395, Florida Statutes, and Part II of Chapter 400, Florida Statutes, and the certification requirements of the federal government.

102.2.2 Residential buildings or structures moved into or within a county or municipality shall not be required to be brought into compliance with the state minimum building code in force at the time the building or structure is moved, provided:

1. The building or structure is structurally sound and in occupiable condition for its intended use;
2. The occupancy use classification for the building or structure is not changed as a result of the move;
3. The building is not substantially remodeled;
4. Current fire code requirements for ingress and egress are met;
5. Electrical, gas and plumbing systems meet the codes in force at the time of construction and are operational and safe for reconnection; and
6. Foundation plans are sealed by a professional engineer or architect licensed to practice in this state, if required by the Florida Building Code, Building for all residential buildings or structures of the same occupancy class.

102.2.3 The building official shall apply the same standard to a moved residential building or structure as that applied to the remodeling of any comparable residential building or structure to determine whether the moved structure is substantially remodeled. The cost of the foundation on which the moved building or structure is placed shall not be included in the cost of remodeling for purposes of determining whether a moved building or structure has been substantially remodeled. 102.2.4 This section does not apply to the jurisdiction and

authority of the Department of Agriculture and Consumer Services to inspect amusement rides or the Department of Financial Services to inspect state-owned buildings and boilers.

102.2.5 Each enforcement district shall be governed by a board, the composition of which shall be determined by the affected localities.

1. At its own option, each enforcement district or local enforcement agency may adopt rules granting to the owner of a single-family residence one or more exemptions from the Florida Building Code relating to:

a. Addition, alteration, or repairs performed by the property owner upon his or her own property, provided any addition or alteration shall not exceed 1,000 square feet (93 m2) or the square footage of the primary structure, whichever is less.

b. Addition, alteration, or repairs by a nonowner within a specific cost limitation set by rule, provided the total cost shall not exceed \$5,000 within any 12-month period.

c. Building and inspection fees.

2. However, the exemptions under subparagraph 1 do not apply to single-family residences that are located in mapped flood hazard areas, as defined in the code, unless the enforcement district or local enforcement agency has determined that the work, which is otherwise exempt, does not constitute a substantial improvement, including the repair of substantial damage, of such single-family residences.

3. Each code exemption, as defined in sub-subparagraphs 1a, 1b, and 1c shall be certified to the local board 10 days prior to implementation and shall only be effective in the territorial jurisdiction of the enforcement district or local enforcement agency implementing it.

102.2.6 This section does not apply to swings and other playground equipment accessory to a one- or two-family dwelling.

Exception: Electrical service to such playground equipment shall be in accordance with Chapter 27 of this code.

102.3 Application of references. References to chapter or section numbers, or to provisions not specifically identified by number, shall be construed to refer to such chapter, section or provision of this code.

102.4 Referenced codes and standards. The codes and standards referenced in this code shall be considered part of the requirements of this code to the prescribed extent of each such reference and as further regulated in Sections 102.4.1 and 102.4.2.

102.4.1 Conflicts. Where conflicts occur between provisions of this code and referenced codes and standards, the provisions of this code shall apply.

102.4.2 Provisions in referenced codes and standards. Where the extent of the reference to a referenced code or standard includes subject matter that is within the scope of this code or the Florida Codes listed in Section 101.4, the provisions of this code or the Florida Codes listed in Section 101.4, as applicable, shall take precedence over the provisions in the referenced code or standard.

102.5 Partial invalidity. Reserved.

102.6 Existing structures. The legal occupancy of any structure existing on the date of adoption of this code shall be permitted to continue without change, except as otherwise specifically provided in this code, the Florida Building Code, Existing Building or the Florida Fire Prevention Code.

102.6.1 Buildings not previously occupied. A building or portion of a building that has not been previously occupied or used for its intended purpose in accordance with the laws in existence at the time of its completion shall comply with the provisions of the Florida Building Code, Building or Florida Building Code, Residential, as applicable, for new construction or with any current permit for such occupancy.

102.6.2 Buildings previously occupied. The legal occupancy of any building existing on the date of adoption of this code shall be permitted to continue without change, except as otherwise specifically provided in this code, the Florida Fire Prevention Code or as is deemed necessary by the building official for the general safety and welfare of the occupants and the public.

102.7 Relocation of manufactured buildings.

(1) Relocation of an existing manufactured building does not constitute an alteration.

(2) A relocated building shall comply with wind speed requirements of the new location, using the appropriate wind speed map. If the existing building was manufactured in compliance with the Standard Building Code (prior to March 1, 2002), the wind speed map of the Standard Building Code shall be applicable. If the existing building was manufactured in compliance with the Florida Building Code (after March 1, 2002), the wind speed map of the Florida Building Code shall be applicable.

(3) A relocated building shall comply with the flood hazard area requirements of the new location, if applicable.

102.8 Existing mechanical equipment. An agency or local government may not require that existing mechanical equipment located on or above the surface of a roof be installed in compliance with the requirements of the Florida Building Code except during reroofing when the equipment is being replaced or moved and is not in compliance with the provisions of the Florida Building Code relating to roof-mounted mechanical units.

PART 2—ADMINISTRATION AND ENFORCEMENT

SECTION 103

DEPARTMENT OF BUILDING SAFETY

RESERVED

SECTION 104

DUTIES AND POWERS OF BUILDING OFFICIAL

104.1 General. Reserved.

104.2 Applications and permits. Reserved.

104.2.1 Determination of substantially improved or substantially damaged existing buildings and structures in flood hazard areas. Reserved.

104.3 Notices and orders. Reserved.

104.4 Inspections. Reserved.

104.5 Identification. Reserved.

104.6 Right of entry. Reserved.

104.7 Department records. Reserved.

104.8 Liability. Reserved.

104.8.1 Legal defense. Reserved.

104.9 Approved materials and equipment. Materials, equipment and devices approved by the building official shall be constructed and installed in accordance with such approval.

104.9.1 Used materials and equipment. The use of used materials that meet the requirements of this code for new materials is permitted. Used equipment and devices shall not be reused unless approved by the building official.

104.10 Modifications. Reserved.

104.10.1 Flood hazard areas. Reserved.

104.11 Alternative materials, design and methods of construction and equipment. The provisions of this code are not intended to prevent the installation of any material or to prohibit any design or method of construction not specifically prescribed by this code, provided that any such alternative has been approved. An alternative material, design or method of construction shall be approved where the building official finds that the proposed design is satisfactory and complies with the intent of the provisions of this code, and that the material, method or work offered is, for the purpose intended, not less than the equivalent of that prescribed in this code in quality, strength, effectiveness, fire resistance, durability and safety. Where the alternative material, design or method of construction is not approved, the building official shall respond in writing, stating the reasons why the alternative was not approved.

104.11.1 Research reports. Supporting data, where necessary to assist in the approval of materials or assemblies not specifically provided for in this code, shall consist of valid research reports from approved sources.

104.11.2 Tests. Whenever there is insufficient evidence of compliance with the provisions of this code, or evidence that a material or method does not conform to the requirements of this code, or in order to substantiate claims for alternative materials or methods, the building official shall have the authority to require tests as evidence of compliance to be made at no expense to the jurisdiction. Test methods shall be as specified in this code or by other recognized test standards. In the absence of recognized and accepted test methods, the building official shall approve the testing procedures. Tests shall be performed by an

approved agency. Reports of such tests shall be retained by the building official for the period required for retention of public records.

SECTION 105

PERMITS

105.1 Required. Any owner or owner's authorized agent who intends to construct, enlarge, alter, repair, move, demolish or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert or replace any impact-resistant coverings, electrical, gas, mechanical or plumbing system, the installation of which is regulated by this code, or to cause any such work to be performed, or to perform site clearing, or to install exterior mounted television sets on commercial buildings/occupancies, shall first make application to the building official and obtain the required permit.

105.1.1 Annual facility permit. In lieu of an individual permit for each alteration to an existing electrical, gas, mechanical, plumbing or interior nonstructural office system(s), the building official is authorized to issue an annual permit for any occupancy to facilitate routine or emergency service, repair, refurbishing, minor renovations of service systems or manufacturing equipment installations/ relocations. The building official shall be notified of major changes and shall retain the right to make inspections at the facility site as deemed necessary. An annual facility permit shall be assessed with an annual fee and shall be valid for one year from date of issuance. A separate permit shall be obtained for each facility and for each construction trade, as applicable. The permit application shall contain a general description of the parameters of work intended to be performed during the year.

105.1.2 Annual permit records. The person to whom an annual permit is issued shall keep a detailed record of alterations made under such annual permit. The building official shall have access to such records at all times or such records shall be filed with the building official as designated.

105.1.3 Food permit. In accordance with Section 500.12, Florida Statutes, a food permit from the Department of Agriculture and Consumer Services is required of any person who operates a food establishment or retail store.

105.1.4 Public swimming pool. The local enforcing agency may not issue a building permit to construct, develop, or modify a public swimming pool without proof of application, whether complete or incomplete, for an operating permit pursuant to Section 514.031, Florida Statutes. A certificate of completion or occupancy may not be issued until such operating permit is issued. The local enforcing agency shall conduct their review of the building permit application upon filing and in accordance with Chapter 553, Florida Statutes. The local enforcing agency may confer with the Department of Health, if necessary, but may not delay the building permit application review while awaiting comment from the Department of Health.

105.2 Work exempt from permit. Exemptions from permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code. Permits shall not be required for the following:

Building:

1. Painting, papering, carpeting and similar finish work.
2. Temporary motion picture, television and theater stage sets and scenery.
3. Prefabricated swimming pools accessory to Group-3 occupancy that are less than 24 inches (610 mm) deep, do not exceed 5000 gallons (18,925 L) and are installed entirely above ground.

4. Shade cloth structures constructed for nursery or agricultural purposes, not including service systems.
5. Swings and other playground equipment accessory to detached one-and two-family dwellings.
6. Window awnings supported by an exterior wall and do not project more than 54 inches (1372 mm) from the exterior wall and do not require additional support of Groups R-3 and U occupancies.
7. Non-fixed and moveable fixtures, cases, racks, counters and partitions not over 5 feet 9 inches in height.

Gas:

1. Portable heating appliance.
2. Replacement of any minor part that does not alter approval of equipment or make such equipment unsafe.

Mechanical:

1. Portable heating appliance.
2. Portable ventilation equipment.
3. Portable cooling unit.
4. Steam, hot or chilled water piping within any heating or cooling equipment regulated by this code.
5. Replacement of any part that does not alter its approval or make it unsafe.
6. Portable evaporative cooler.
7. Self-contained refrigeration system containing 10 pounds (4.54 kg) or less of refrigerant and actuated by motors of 1 horsepower (0.75 kW) or less.
8. The installation, replacement, removal or metering of any load management control device.

Plumbing:

1. The stopping of leaks in drains, water, soil, waste or vent pipe, provided, however, that if any concealed trap, drain pipe, water, soil, waste or vent pipe becomes defective and it becomes necessary to remove and replace the same with new material, such work shall be considered as new work and a permit shall be obtained and inspection made as provided in this code.
2. The clearing of stoppages or the repairing of leaks in pipes, valves or fixtures and the removal and reinstallation of water closets, provided such repairs do not involve or require the replacement or rearrangement of valves, pipes or fixtures.

105.2.1 Emergency repairs. Where equipment replacements and repairs must be performed in an emergency situation, the permit application shall be submitted within the next working business day to the building official.

105.2.2 Minor repairs. Ordinary minor repairs may be made with the approval of the building official without a permit, provided the repairs do not include the cutting away of any wall, partition or portion thereof, the removal or cutting of any structural beam or load-bearing support, or the removal or change of any required means of egress, or rearrangement of parts of a structure affecting the egress requirements; nor shall ordinary repairs include addition to, alteration of, replacement or relocation of any standpipe, water supply, sewer, drainage, drain leader, gas, soil, waste, vent or similar piping, electric wiring systems or mechanical equipment or other work affecting public health or general safety, and such repairs shall not violate any of the provisions of the technical codes.

105.2.3 Public service agencies. Reserved.

105.3 Application for permit. To obtain a permit, the applicant shall first file an application therefor in writing on a form furnished by the building department for that purpose. Permit application forms shall be in the format prescribed by a local administrative board, if applicable, and must comply with the requirements of Sections 713.135(5) and (6), Florida Statutes. Each application shall be inscribed with the date of application, and the code in effect as of that date. For a building permit for which an application is submitted prior to the effective date of the Florida Building Code, the state minimum building code in effect in the permitting jurisdiction on the date of the application governs the permitted work for the life of the permit and any extension granted to the permit. Effective October 1, 2017, a local enforcement agency shall post each type of building permit application on its website. Completed applications must be able to be submitted electronically to the appropriate building department. Accepted methods of electronic submission include, but are not limited to, e-mail submission of applications in portable document format or submission of applications through an electronic fill-in form available on the building department's website or through a third-party submission management software. Payments, attachments, or drawings required as part of the permit application may be submitted in person in a nonelectronic format, at the discretion of the building official.

105.3.1 Action on application. The building official shall examine or cause to be examined applications for permits and amendments thereto within a reasonable time after filing. If the application or the construction documents do not conform to the requirements of pertinent laws, the building official shall reject such application in writing, stating the reasons therefor. If the building official is satisfied that the proposed work conforms to the requirements of this code and laws and ordinances applicable thereto, the building official shall issue a permit therefor as soon as practicable. When authorized through contractual agreement with a school board, in acting on applications for permits, the building official shall give first priority to any applications for the construction of, or addition or renovation to, any school or educational facility.

105.3.1.1 If a state university, Florida college or public school district elects to use a local government's code enforcement offices, fees charged by counties and municipalities for enforcement of the Florida Building Code on buildings, structures, and facilities of state universities, state colleges, and public school districts shall not be more than the actual labor and administrative costs incurred for plans review and inspections to ensure compliance with the code.

105.3.1.2 No permit may be issued for any building construction, erection, alteration, modification, repair, or addition unless the applicant for such permit provides to the enforcing agency which issues the permit any of the following documents which apply to the construction for which the permit is to be issued and which shall be prepared by or under the direction of an engineer registered under Chapter 471, Florida Statutes:

1. Plumbing documents for any new building or addition which requires a plumbing system with more than 250 fixture units or which costs more than \$125,000.

2. Fire sprinkler documents for any new building or addition which includes a fire sprinkler system which contains 50 or more sprinkler heads. Personnel as authorized by chapter 633 Florida Statutes, may design a fire sprinkler system of 49 or fewer heads and may design the alteration of an existing fire sprinkler system if the alteration consists of the relocation, addition or deletion of not more than 49 heads, notwithstanding the size of the existing fire sprinkler system.

3. Heating, ventilation, and air-conditioning documents for any new building or addition which requires more than a 15-ton-per-system capacity which is designed to accommodate

100 or more persons or for which the system costs more than \$125,000. This paragraph does not include any document for the replacement or repair of an existing system in which the work does not require altering a structural part of the building or for work on a residential one-, two-, three-, or four-family structure. An air-conditioning system may be designed by an installing air-conditioning contractor certified under Chapter 489, Florida Statutes, to serve any building or addition which is designed to accommodate fewer than 100 persons and requires an air-conditioning system with a value of \$125,000 or less; and when a 15-ton-per system or less is designed for a singular space of a building and each 15-ton system or less has an independent duct system. Systems not complying with the above require design documents that are to be sealed by a professional engineer. Example 1: When a space has two 10-ton systems with each having an independent duct system, the contractor may design these two systems since each unit (system) is less than 15 tons.

Example 2: Consider a small single-story office building which consists of six individual offices where each office has a single three-ton package air conditioning heat pump. The six heat pumps are connected to a single water-cooling tower. The cost of the entire heating, ventilation and air-conditioning work is \$47,000 and the office building accommodates fewer than 100 persons. Because the six mechanical units are connected to a common water tower, this is considered to be an 18-ton system.

Note: It was further clarified by the Commission that the limiting criteria of 100 persons and \$125,000 apply to the building occupancy load and the cost for the total air-conditioning system of the building.

4. Any specialized mechanical, electrical, or plumbing document for any new building or addition which includes a medical gas, oxygen, steam, vacuum, toxic air filtration, halon, or fire detection and alarm system which costs more than \$5,000.

5. Electrical documents. See Florida Statutes 471.003(2)(h). Documents requiring an engineer seal by this part shall not be valid unless a professional engineer who possesses a valid certificate of registration has signed, dated, and stamped such document as provided in Section 471.025, Florida Statutes.

6. All public swimming pools and public bathing places defined by and regulated under Chapter 514, Florida Statutes.

105.3.2 Time limitation of application. An application for a permit for any proposed work shall be deemed to have been abandoned 180 days after the date of filing, unless such application has been pursued in good faith or a permit has been issued; except that the building official is authorized to grant one or more extensions of time for additional periods not exceeding 90 days each. The extension shall be requested in writing and justifiable cause demonstrated.

105.3.3 An enforcing authority may not issue a building permit for any building construction, erection, alteration, modification, repair or addition unless the permit either includes on its face or there is attached to the permit the following statement: "NOTICE: In addition to the requirements of this permit, there may be additional restrictions applicable to this property that may be found in the public records of this county, and there may be additional permits required from other governmental entities such as water management districts, state agencies, or federal agencies."

105.3.4 A building permit for a single-family residential dwelling must be issued within 30 working days of application therefor unless unusual circumstances require a longer time for processing the application or unless the permit application fails to satisfy the Florida Building Code or the enforcing agency's laws or ordinances.

105.3.5 Identification of minimum premium policy. Except as otherwise provided in Chapter 440, Florida Statutes, Workers' Compensation, every employer shall, as a condition to receiving a building permit, show proof that it has secured compensation for its employees as provided in Sections 440.10 and 440.38, Florida Statutes.

105.3.6 Asbestos removal. Moving, removal or disposal of asbestos-containing materials on a residential building where the owner occupies the building, the building is not for sale or lease, and the work is performed according to the owner-builder limitations provided in this paragraph. To qualify for exemption under this paragraph, an owner must personally appear and sign the building permit application. The permitting agency shall provide the person with a disclosure statement in substantially the following form:

Disclosure Statement: State law requires asbestos abatement to be done by licensed contractors. You have applied for a permit under an exemption to that law. The exemption allows you, as the owner of your property, to act as your own asbestos abatement contractor even though you do not have a license. You must supervise the construction yourself. You may move, remove or dispose of asbestos-containing materials on a residential building where you occupy the building and the building is not for sale or lease, or the building is a farm outbuilding on your property. If you sell or lease such building within 1 year after the asbestos abatement is complete, the law will presume that you intended to sell or lease the property at the time the work was done, which is a violation of this exemption. You may not hire an unlicensed person as your contractor. Your work must be done according to all local, state and federal laws and regulations which apply to asbestos abatement projects. It is your responsibility to make sure that people employed by you have licenses required by state law and by county or municipal licensing ordinances.

105.3.7 Applicable Code for Manufactured Buildings. Manufacturers should be permitted to complete all buildings designed and approved prior to the effective date of a new code edition, provided a clear signed contract is in place. The contract shall provide specific data mirroring that required by an application for permit, specifically, without limitation, date of execution, building owner or dealer, and anticipated date of completion. However, the construction activity must commence within 6 months of the contract's execution. The contract is subject to verification by the Department of Business and Professional Regulation.

105.4 Conditions of the permit.

105.4.1 Permit intent. A permit issued shall be construed to be a license to proceed with the work and not as authority to violate, cancel, alter or set aside any of the provisions of the technical codes, nor shall issuance of a permit prevent the building official from thereafter requiring a correction of errors in plans, construction or violations of this code. Every permit issued shall become invalid unless the work authorized by such permit is commenced within 6 months after its issuance, or if the work authorized by such permit is suspended or abandoned for a period of 6 months after the time the work is commenced.

105.4.1.1 If work has commenced and the permit is revoked, becomes null and void, or expires because of lack of progress or abandonment, a new permit covering the proposed construction shall be obtained before proceeding with the work.

105.4.1.2 If a new permit is not obtained within 180 days from the date the initial permit became null and void, the building official is authorized to require that any work which has been commenced or completed be removed from the building site. Alternately, a new permit may be issued on application, providing the work in place and required to complete the structure meets all applicable regulations in effect at the time the initial permit became null and void and any regulations which may have become effective between the date of expiration and the date of issuance of the new permit.

105.4.1.3 Work shall be considered to be in active progress when the permit has received an approved inspection within 180 days. This provision shall not be applicable in case of civil commotion or strike or when the building work is halted due directly to judicial injunction, order or similar process.

105.4.1.4 The fee for renewal reissuance and extension of a permit shall be set forth by the administrative authority.

105.5 Additional options for closing a permit. Pursuant to Section 553.79(15), Florida Statutes, a property owner, regardless of whether the property owner is the one listed on the application for the building permit, may close a building permit by complying with the following requirements:

1. The property owner may retain the original contractor listed on the permit or hire a different contractor appropriately licensed in this state to perform the work necessary to satisfy the conditions of the permit and to obtain any necessary inspection in order to close the permit. If a contractor other than the original contractor listed on the permit is hired by the property owner to close the permit, such contractor is not liable for any defects in the work performed by the original contractor and is only liable for the work that he or she performs.

2. The property owner may assume the role of an owner builder, in accordance with Sections 489.103(7) and 489.503(6), Florida Statutes. 3. If a building permit is expired and its requirements have been substantially completed, as determined by the local enforcement agency, the permit may be closed without having to obtain a new building permit, and the work required to close the permit may be done pursuant to the building code in effect at the time the local enforcement agency received the application for the permit, unless the contractor has sought and received approval from the local enforcement agency for an alternative material, design or method of construction.

4. A local enforcement agency may close a building permit 6 years after the issuance of the permit, even in the absence of a final inspection, if the local enforcement agency determines that no apparent safety hazard exists. For purposes of this section, the term "close" means that the requirements of the permit have been satisfied.

105.6 Denial or revocation. Whenever a permit required under this section is denied or revoked because the plan, or the construction, erection, alteration, modification, repair, or demolition of a building, is found by the local enforcing agency to be not in compliance with the Florida Building

Code, the local enforcing agency shall identify the specific plan or project features that do not comply with the applicable codes, identify the specific code chapters and sections upon which the finding is based, and provide this information to the permit applicant. If the local building code administrator or inspector finds that the plans are not in compliance with the Florida Building Code, the local building code administrator or inspector shall identify the specific plan features that do not comply with the applicable codes, identify the specific code chapters and sections upon which the finding is based, and provide this information to the local enforcing agency. The local enforcing agency shall provide this information to the permit applicant.

Pursuant to Section 553.79(16), Florida Statutes, a local enforcement agency may not deny issuance of a building permit to; issue a notice of violation to; or fine, penalize, sanction or assess fees against an arm's-length purchaser of a property for value solely because a building permit applied for by a previous owner of the property was not closed. The local enforcement agency shall maintain all rights and remedies against the property owner and contractor listed on the permit.

Pursuant to Section 553.79(16), Florida Statutes, a local enforcement agency may not deny issuance of a building permit to a contractor solely because the contractor is listed on other building permits that were not closed.

105.7 Placement of permit. The building permit or copy shall be kept on the site of the work until the completion of the project.

105.8 Notice of commencement. In accordance with Section 713.135, Florida Statutes, when any person applies for a building permit, the authority issuing such permit shall print on the face of each permit card in no less than 14-point, capitalized, boldfaced type: "WARNING TO OWNER: YOUR FAILURE TO RECORD A NOTICE OF COMMENCEMENT MAY RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE RECORDING YOUR NOTICE OF COMMENCEMENT."

105.9 Asbestos. The enforcing agency shall require each building permit for the demolition or renovation of an existing structure to contain an asbestos notification statement which indicates the owner's or operator's responsibility to comply with the provisions of Section 469.003, Florida Statutes, and to notify the Department of Environmental Protection of his or her intentions to remove asbestos, when applicable, in accordance with state and federal law.

105.10 Certificate of protective treatment for prevention of termites. A weather-resistant job-site posting board shall be provided to receive duplicate treatment certificates as each required protective treatment is completed, providing a copy for the person the permit is issued to and another copy for the building permit files. The treatment certificate shall provide the product used, identity of the applicator, time and date of the treatment, site location, area treated, chemical used, percent concentration and number of gallons used, to establish a verifiable record of protective treatment. If the soil chemical barrier method for termite prevention is used, final exterior treatment shall be completed prior to final building approval.

105.11 Notice of termite protection. A permanent sign which identifies the termite treatment provider and need for reinspection and treatment contract renewal shall be provided. The sign shall be posted near the water heater or electric panel.

105.12 Work starting before permit issuance. Upon approval of the building official, the scope of work delineated in the building permit application and plan may be started prior to the final approval and issuance of the permit, provided any work completed is entirely at risk of the permit applicant and the work does not proceed past the first required inspection.

105.13 Phased permit approval. After submittal of the appropriate construction documents, the building official is authorized to issue a permit for the construction of foundations or any other part of a building or structure before the construction documents for the whole building or structure have been submitted. The holder of such permit for the foundation or other parts of a building or structure shall proceed at the holder's own risk with the building operation and without assurance that a permit for the entire structure will be granted. Corrections may be required to meet the requirements of the technical codes.

105.14 Permit issued on basis of an affidavit. Whenever a permit is issued in reliance upon an affidavit or whenever the work to be covered by a permit involves installation under conditions which, in the opinion of the building official, are hazardous or complex, the building official shall require that the architect or engineer who signed the affidavit or prepared the drawings or computations shall supervise such work. In addition, they shall be responsible for conformity to the permit, provide copies of inspection reports as inspections

are performed, and upon completion make and file with the building official written affidavit that the work has been done in conformity to the reviewed plans and with the structural provisions of the technical codes. In the event such architect or engineer is not available, the owner shall employ in his stead a competent person or agency whose qualifications are reviewed by the building official. The building official shall ensure that any person conducting plans review is qualified as a plans examiner under Part XII of Chapter 468, Florida Statutes, and that any person conducting inspections is qualified as a building inspector under Part XII of Chapter 468, Florida Statutes.

Exception: Permit issued on basis of an affidavit shall not extend to the flood load and flood resistance requirements of the Florida Building Code.

105.15 Opening protection. When any activity requiring a building permit, not including roof covering replacement or repair work associated with the prevention of degradation of the residence, that is applied for on or after July 1, 2008, and for which the estimated cost is \$50,000 or more for a site built single-family detached residential structure that is located in the wind-borne debris region as defined in this code and that has an insured value of \$750,000 or more, or, if the site built single-family detached residential structure is uninsured or for which documentation of insured value is not presented, has a just valuation for the structure for purposes of ad valorem taxation of \$750,000 or more; opening protections as required within this code or Florida Building Code, Residential for new construction shall be provided.

Exception: Single family residential structures permitted subject to the Florida Building Code are not required to comply with this section.

105.16 Inspection of existing residential building not impacted by construction.

(a) A local enforcing agency, and any local building code administrator, inspector, or other official or entity, may not require as a condition of issuance of a one- or two-family residential building permit the inspection of any portion of a building, structure, or real property that is not directly impacted by the construction, erection, alteration, modification, repair, or demolition of the building, structure, or real property for which the permit is sought.

(b) This subsection does not apply to a building permit sought for:

1. A substantial improvement as defined in s. 161.54, Florida Statutes or as defined in the Florida Building Code.

2. A change of occupancy as defined in the Florida Building Code.

3. A conversion from residential to nonresidential or mixed use pursuant to s. 553.507(2)(a), Florida Statutes or as defined in the Florida Building Code.

4. A historic building as defined in the Florida Building Code.

(c) This subsection does not prohibit a local enforcing agency, or any local building code administrator, inspector, or other official or entity, from:

1. Citing any violation inadvertently observed in plain view during the ordinary course of an inspection conducted in accordance with the prohibition in paragraph (a).

2. Inspecting a physically nonadjacent portion of a building, structure, or real property that is directly impacted by the construction, erection, alteration, modification, repair, or demolition of the building, structure, or real property for which the permit is sought in accordance with the prohibition in paragraph (a).

3. Inspecting any portion of a building, structure, or real property for which the owner or other person having control of the building, structure, or real property has voluntarily consented to the inspection of that portion of the building, structure, or real property in accordance with the prohibition in paragraph (a).

4. Inspecting any portion of a building, structure, or real property pursuant to an inspection warrant issued in accordance with ss. 933.20-933.30, Florida Statutes.

105.17 Streamlined low-voltage alarm system installation permitting.

(1) As used in this section, the term:

(a) "Contractor" means a person who is qualified to engage in the business of electrical or alarm system contracting pursuant to a certificate or registration issued by the department under Part II of Chapter 489, Florida Statutes.

(b) "Low-voltage alarm system project" means a project related to the installation, maintenance, inspection, replacement, or service of a new or existing alarm system, as defined in s. 489.505, Florida Statutes, that is hardwired and operating at low voltage, as defined in the National Electrical Code Standard 70, Current Edition, or a new or existing low-voltage electric fence, and ancillary components or equipment attached to such a system, or fence, including, but not limited to, home-automation equipment, thermostats, closed-circuit television systems, access controls, battery recharging devices, and video cameras.

(c) "Low-voltage electric fence" means an alarm system, as defined in s. 489.505, that consists of a fence structure and an energizer powered by a commercial storage battery not exceeding 12 volts which produces an electric charge upon contact with the fence structure.

(d) "Wireless alarm system" means a burglar alarm system of smoke detector that is not hardwired. (2) Notwithstanding any provision of this code, this section applies to all low-voltage alarm system projects for which a permit is required by a local enforcement agency. However, a permit is not required to install, maintain, inspect, replace, or service a wireless alarm system, including any ancillary components or equipment attached to the system.

(3) A low-voltage electric fence must meet all of the following requirements to be permitted as a low-voltage alarm system project and no further permit shall be required for the low-voltage alarm system project other than as provided in this section:

(a) The electric charge produced by the fence upon contact must not exceed energizer characteristics set forth in paragraph 22.108 and depicted in Figure 102 of International Electrotechnical Commission Standard No. 60335-2-76, Current Edition.

(b) A nonelectric fence or wall must completely enclose the low-voltage electric fence. The low voltage electric fence may be up to 2 feet higher than the perimeter nonelectric fence or wall.

(c) The low-voltage electric fence must be identified using warning signs attached to the fence at intervals of not more than 60 feet.

(d) The low-voltage electric fence shall not be installed in an area zoned exclusively for single-family or multi-family residential use.

(e) The low-voltage electric fence shall not enclose the portions of a property which are used for residential purposes.

(4) This section does not apply to the installation or replacement of a fire alarm if a plan review is required.

(5) A local enforcement agency shall make uniform basic permit labels available for purchase by a contractor to be used for the installation or replacement of a new or existing alarm system at a cost as indicated in s. 553.793, Florida Statutes. The local enforcement agency may not require the payment of any additional fees, charges, or expenses associated with the installation or replacement of a new or existing alarm.

(a) A local enforcement agency may not require a contractor, as a condition of purchasing a label, to submit information other than identification information of the licensee and proof of registration or certification as a contractor.

(b) A label is valid for 1 year after the date of purchase and may only be used within the jurisdiction of the local enforcement agency that issued the label. A contractor may purchase labels in bulk for one or more unspecified current or future projects.

(6) A contractor shall post an unused uniform basic permit label in a conspicuous place on the premises of the low-voltage alarm system project site before commencing work on the project. (7) A contractor is not required to notify the local enforcement agency before commencing work on a low-voltage alarm system project. However, a contractor must submit a Uniform Notice of a Low-Voltage Alarm System Project as provided under subsection (7) to the local enforcement agency within 14 days after completing the project. A local enforcement agency may take disciplinary action against a contractor who fails to timely submit a Uniform Notice of a Low-Voltage Alarm System Project.

(8) The Uniform Notice of a Low-Voltage Alarm System Project may be submitted electronically or by facsimile if all submissions are signed by the owner, tenant, contractor, or authorized representative of such persons. The Uniform Notice of a Low-Voltage Alarm System Project shall be in the format prescribed by the local enforcement agency and must comply with the requirements of s. 553.793(7), Florida Statutes.

(9) A local enforcement agency may coordinate directly with the owner or customer to inspect a low-voltage alarm system to ensure compliance with applicable codes and standards. If a low-voltage alarm system project fails an inspection, the contractor must take corrective action as necessary to pass inspection.

(10) A municipality, county, district, or other entity of local government may not adopt or maintain in effect any ordinance or rule regarding a low-voltage alarm system project that is inconsistent with this section.

(11) A uniform basic permit label shall not be required for the subsequent maintenance, inspection, or service of an alarm system that was permitted in accordance with this section. The provisions of this act are not intended to impose new or additional licensure requirements on persons licensed in accordance with the applicable provisions of Chapter 489, Florida Statutes.

SECTION 106

FLOOR AND ROOF DESIGN LOADS

106.1 Live loads posted. In commercial or industrial buildings, for each floor or portion thereof designed for live loads exceeding 50 psf (2.40 kN/m²), such design live loads shall be conspicuously posted by the owner or the owner's authorized agent in that part of each story in which they apply, using durable signs. It shall be unlawful to remove or deface such notices.

106.2 Issuance of certificate of occupancy. A certificate of occupancy required by Section 111 shall not be issued until the floor load signs, required by Section 106.1, have been installed.

106.3 Restrictions on loading. It shall be unlawful to place, or cause or permit to be placed, on any floor or roof of a building, structure or portion thereof, a load greater than is permitted by this code.

SECTION 107

SUBMITTAL DOCUMENTS

107.1 General. Submittal documents consisting of construction documents, statement of special inspections, geotechnical report and other data shall be submitted in two or more sets with each permit application. The construction documents shall be prepared by a registered design professional where required by Chapter 471, Florida Statutes or Chapter 481, Florida

Statutes. Where special conditions exist, the building official is authorized to require additional construction documents to be prepared by a registered design professional.

Exception: The building official is authorized to waive the submission of construction documents and other data not required to be prepared by a registered design professional if it is found that the nature of the work applied for is such that review of construction documents is not necessary to obtain compliance with this code.

107.2 Construction documents. Construction documents shall be in accordance with Sections 107.2.1 through 107.2.6.

107.2.1 Information on construction documents. Construction documents shall be dimensioned and drawn upon suitable material. Electronic media documents are permitted to be submitted where approved by the building official. Construction documents shall be of sufficient clarity to indicate the location, nature and extent of the work proposed and show in detail that it will conform to the provisions of this code and relevant laws, ordinances, rules and regulations, as determined by the building official.

107.2.2 Fire protection system shop drawings. Shop drawings for the fire protection system(s) shall be submitted to indicate conformance to this code and the construction documents and shall be approved prior to the start of system installation. Shop drawings shall contain all information as required by the referenced installation standards in Chapter 9.

107.2.3 Means of egress. The construction documents shall show in sufficient detail the location, construction, size and character of all portions of the means of egress including the path of the exit discharge to the public way in compliance with the provisions of this code. In other than occupancies in Groups R-2, R-3, and I-1, the construction documents shall designate the number of occupants to be accommodated on every floor, and in all rooms and spaces.

107.2.4 Exterior wall envelope. Construction documents for all buildings shall describe the exterior wall envelope in sufficient detail to determine compliance with this code. The construction documents shall provide details of the exterior wall envelope as required, including flashing, intersections with dissimilar materials, corners, end details, control joints, intersections at roof, eaves or parapets, means of drainage, water-resistive membrane and details around openings. The construction documents shall include manufacturer's installation instructions that provide supporting documentation that the proposed penetration and opening details described in the construction documents maintain the weather resistance of the exterior wall envelope. The supporting documentation shall fully describe the exterior wall system that was tested, where applicable, as well as the test procedure used.

107.2.5 Exterior balcony and elevated walking surfaces. Where balcony or other elevated walking surfaces are exposed to water from direct or blowing rain, snow or irrigation, and the structural framing is protected by an impervious moisture barrier, the construction documents shall include details for all elements of the impervious moisture barrier system. The construction documents shall include manufacturer's installation instructions.

107.2.6 Site plan. The construction documents submitted with the application for permit shall be accompanied by a site plan showing to scale the size and location of new construction and existing structures on the site, distances from lot lines, the established street grades and the proposed finished grades and, as applicable, flood hazard areas, floodways, and design flood elevations; and it shall be drawn in accordance with an accurate boundary line survey. In the case of demolition, the site plan shall show construction to be demolished and the location and size of existing structures and construction that are to remain on the site or plot. The building official is authorized to waive or modify the requirement for a site plan where the application for permit is for alteration or repair or where otherwise warranted.

107.2.6.1 Design flood elevations. Where design flood elevations are not specified, they shall be established in accordance with Section 1612.3.1.

107.2.6.2 For the purpose of inspection and record retention, site plans for a building may be maintained in the form of an electronic copy at the worksite. These plans must be open to inspection by the building official or a duly authorized representative, as required by the Florida Building Code.

107.2.7 Structural information. The construction documents shall provide the information specified in Section 1603.

107.3 Examination of documents. The building official shall examine or cause to be examined the accompanying submittal documents and shall ascertain by such examinations whether the construction indicated and described is in accordance with the requirements of this code and other pertinent laws or ordinances.

Exceptions:

1. Building plans approved pursuant to Section 553.77(5), Florida Statutes, and state-approved manufactured buildings are exempt from local codes enforcing agency plan reviews except for provisions of the code relating to erection, assembly or construction at the site. Erection, assembly and construction at the site are subject to local permitting according to Rule 61-41.009, Florida Administrative Code, shall be sufficient for local permit application documents of record for the modular building portion of the permitted project.

2. Industrial construction on sites where design, construction and fire safety are supervised by appropriate design and inspection professionals and which contain adequate in-house fire departments and rescue squads is exempt, subject to local government option, from review of plans and inspections, providing owners certify that applicable codes and standards have been met and supply appropriate approved drawings to local building and fire-safety inspectors.

107.3.1 Approval of construction documents. When the building official issues a permit, the construction documents shall be approved, in writing or by stamp, as "Reviewed for Code Compliance." One set of construction documents so reviewed shall be retained by the building official. The other set shall be returned to the applicant, shall be kept at the site of work and shall be open to inspection by the building official or a duly authorized representative.

107.3.2 Previous approvals. This code shall not require changes in the construction documents, construction or designated occupancy of a structure for which a lawful permit has been heretofore issued or otherwise lawfully authorized, and the construction of which has been pursued in good faith within 180 days after the effective date of this code and has not been abandoned.

107.3.3 Phased approval. The building official is authorized to issue a permit for the construction of foundations or any other part of a building or structure before the construction documents for the whole building or structure have been submitted, provided that adequate information and detailed statements have been filed complying with pertinent requirements of this code. The holder of such permit for the foundation or other parts of a building or structure shall proceed at the holder's own risk with the building operation and without assurance that a permit for the entire structure will be granted.

107.3.4 Design professional in responsible charge.

Reserved.

107.3.4.1 Deferred submittals. Deferral of any submittal items shall have the prior approval of the building official. The registered design professional in responsible charge shall list the deferred submittals on the construction documents for review by the building official.

Documents for deferred submittal items shall be submitted to the registered design professional in responsible charge who shall review them and forward them to the building official with a notation indicating that the deferred submittal documents have been reviewed and found to be in general conformance to the design of the building. The deferred submittal items shall not be installed until the deferred submittal documents have been approved by the building official. 107.3.4.2 Certifications by contractors authorized under the provisions of Section 489.115(4)(b), Florida Statutes, shall be considered equivalent to sealed plans and specifications by a person licensed under Chapter 471, Florida Statutes, or Chapter 481, Florida Statutes, by local enforcement agencies for plans review for permitting purposes relating to compliance with the wind resistance provisions of the code or alternate methodologies approved by the Florida Building Commission for one- and two-family dwellings. Local enforcement agencies may rely upon such certification by contractors that the plans and specifications submitted conform to the requirements of the code for wind resistance. Upon good cause shown, local government code enforcement agencies may accept or reject plans sealed by persons licensed under Chapters 471, 481 or 489, Florida Statutes.

107.3.5 Minimum plan review criteria for buildings. The examination of the documents by the building official shall include the following minimum criteria and documents: a floor plan; site plan; foundation plan; floor/roof framing plan or truss layout; all fenestration penetrations; flashing; and rough opening dimensions; and all exterior elevations:

Commercial Buildings:

Building:

1. Site requirements:

- Parking
- Fire access
- Vehicle loading
- Driving/turning radius
- Fire hydrant/water supply/post indicator valve (PIV)
- Set back/separation (assumed property lines)
- Location of specific tanks, water lines and sewer lines
- Flood hazard areas, flood zones, and design flood elevations

2. Occupancy group and special occupancy requirements shall be determined.

3. Minimum type of construction shall be determined (see Table 503).

4. Fire-resistant construction requirements shall

include the following components:

Fire-resistant separations

Fire-resistant protection for type of construction

Protection of openings and penetrations of rated walls

Fire blocking and draft stopping and calculated fire resistance

5. Fire suppression systems shall include:

- Early warning smoke evacuation systems
- Schematic fire sprinklers
- Standpipes
- Pre-engineered systems
- Riser diagram.

6. Life safety systems shall be determined and shall include the following requirements:

- Occupant load and egress capacities
- Early warning
- Smoke control
- Stair pressurization
- Systems schematic

7. Occupancy load/egress requirements shall include:

- Occupancy load
- Gross
- Net
- Means of egress
- Exit access
- Exit
- Exit discharge
- Stairs construction/geometry and protection
- Doors
- Emergency lighting and exit signs
- Specific occupancy requirements
- Construction requirements
- Horizontal exits/exit passageways

8. Structural requirements shall include:

- Soil conditions/analysis
- Termite protection
- Design loads
- Wind requirements
- Building envelope
- Impact resistant coverings or systems
- Structural calculations (if required)
- Foundation
- Flood requirements in accordance with Section 1612, including lowest floor elevations, enclosures, flood damage resistant materials
- Wall systems
- Floor systems
- Roof systems
- Threshold inspection plan
- Stair systems

9. Materials shall be reviewed and shall at a minimum include the following:

- Wood
- Steel
- Aluminum
- Concrete
- Plastic
- Glass
- Masonry

- Gypsum board and plaster
- Insulating (mechanical)
- Roofing
- Insulation

10. Accessibility requirements shall include the following:

- Site requirements
- Accessible route Vertical accessibility
- Toilet and bathing facilities
- Drinking fountains
- Equipment
- Special occupancy requirements
- Fair housing requirements

11. Interior requirements shall include the following:

- Interior finishes (flame spread/smoke development)
- Light and ventilation
- Sanitation

12. Special systems:

- Elevators
- Escalators
- Lifts

13. Swimming pools:

- Barrier requirements
- Spas
- Wading pools

14. Location and installation details. The specific location and installation details of each fire door, fire damper, ceiling damper and smoke damper shall be shown and properly identified on the building plans by the designer.

Electrical:

1. Electrical:

Wiring

Services

Feeders and branch circuits

Overcurrent protection

Grounding

Wiring methods and materials

GFCIs

2. Equipment

3. Special occupancies

4. Emergency systems

5. Communication systems

6. Low voltage

- 7. Load calculations
- 8. Design flood elevation

Plumbing:

- 1. Minimum plumbing facilities
- 2. Fixture requirements
- 3. Water supply piping
- 4. Sanitary drainage
- 5. Water heaters
- 6. Vents
- 7. Roof drainage
- 8. Back flow prevention
- 9. Irrigation
- 10. Location of water supply line
- 11. Grease traps
- 12. Environmental requirements
- 13. Plumbing riser
- 14. Design flood elevation

Mechanical:

- 1. Energy calculations
- 2. Exhaust systems:
 - Clothes dryer exhaust
 - Kitchen equipment exhaust
 - Specialty exhaust systems
- 3. Equipment
- 4. Equipment location
- 5. Make-up air
- 6. Roof-mounted equipment
- 7. Duct systems
- 8. Ventilation
- 9. Combustion air
- 10. Chimneys, fireplaces and vents
- 11. Appliances
- 12. Boilers
- 13. Refrigeration
- 14. Bathroom ventilation
- 15. Laboratory
- 16. Design flood elevation

Gas:

- 1. Gas piping
- 2. Venting
- 3. Combustion air
- 4. Chimneys and vents
- 5. Appliances
- 6. Type of gas
- 7. Fireplaces
- 8. LP tank location

- 9. Riser diagram/shutoffs
- 10. Design flood elevation

Demolition:

- 1. Asbestos removal

Residential (one- and two-family):

- 1. Site requirements:

Set back/separation (assumed property lines)

Location of septic tanks

- 2. Fire-resistant construction (if required)

- 3. Fire

- 4. Smoke detector locations

- 5. Egress:

Egress window size and location stairs

construction requirements

- 6. Structural requirements shall include:

Wall section from foundation through roof, including assembly and materials

connector tables wind requirements

structural calculations (if required)

Flood hazard areas, flood zones, design

flood elevations, lowest floor elevations,

enclosures, equipment, and flood damage resistant

materials

- 7. Accessibility requirements:

Show/identify

Accessible bath

- 8. Impact resistant coverings or systems

Exemptions:

Plans examination by the building official shall not be required for the following work:

- 1. Replacing existing equipment such as mechanical units, water heaters, etc.

- 2. Reroofs

- 3. Minor electrical, plumbing and mechanical repairs

- 4. Annual maintenance permits

- 5. Prototype plans:

Except for local site adaptations, siding, foundations and/or modifications.

Except for structures that require waiver.

- 6. Manufactured buildings plan except for foundations and modifications of buildings on site.

107.4 Amended construction documents. Work shall be installed in accordance with the approved construction documents, and any changes made during construction that are not in compliance with the approved construction documents shall be resubmitted for approval as an amended set of construction documents.

107.5 Retention of construction documents. One set of approved construction documents shall be retained by the building official for a period of not less than 180 days from date of completion of the permitted work, or as required by state or local laws.

107.6 Affidavits. The building official may accept a sworn affidavit from a registered architect or engineer stating that the plans submitted conform to the technical codes. For buildings and structures, the affidavit shall state that the plans conform to the laws as to

egress, type of construction and general arrangement and, if accompanied by drawings, show the structural design and that the plans and design conform to the strains, loads and stability. The building official may without any examination or inspection accept such affidavit, provided the architect or engineer who made such affidavit agrees to submit to the building official copies of inspection reports as inspections are performed and upon completion of the structure, electrical, gas, mechanical or plumbing systems a certification that the structure, electrical, gas, mechanical or plumbing system has been erected in accordance with the requirements of the technical codes. Where the building official relies upon such affidavit, the architect or engineer shall assume full responsibility for compliance with all provisions of the technical codes and other pertinent laws or ordinances. The building official shall ensure that any person conducting plans review is qualified as a plans examiner under Part XII of Chapter 468, Florida Statutes, and that any person conducting inspections is qualified as a building inspector under Part XII of Chapter 468, Florida Statutes.

107.6.1 Building permits issued on the basis of an affidavit. Pursuant to the requirements of federal regulation for participation in the National Flood Insurance Program (44 C.F.R. Parts 59 and 60), the authority granted to the building official to issue permits, to rely on inspections, and to accept plans and construction documents on the basis of affidavits and plans submitted pursuant to Sections 105.14 and 107.6, shall not extend to the flood load and flood-resistance construction requirements of the Florida Building Code.

SECTION 108

TEMPORARY STRUCTURES AND USES

108.1 General. The building official is authorized to issue a permit for temporary structures and temporary uses. Such permits shall be limited as to time of service, but shall not be permitted for more than 180 days. The building official is authorized to grant extensions for demonstrated cause.

108.2 Conformance. Temporary structures and uses shall comply with the requirements in Section 3103.

108.3 Temporary power. The building official is authorized to give permission to temporarily supply and use power in part of an electric installation before such installation has been fully completed and the final certificate of completion has been issued. The part covered by the temporary certificate shall comply with the requirements specified for temporary lighting, heat or power in NFPA 70.

108.4 Termination of approval. The building official is authorized to terminate such permit for a temporary structure or use and to order the temporary structure or use to be discontinued.

SECTION 109

FEES

109.1 Payment of fees. A permit shall not be valid until the fees prescribed by law have been paid, nor shall an any, has been paid.

109.2 Schedule of permit fees. On buildings, structures, electrical, gas, mechanical, and plumbing systems or alterations requiring a permit, a fee for each permit shall be paid as required, in accordance with the schedule as established by the applicable governing authority.

109.3 Building permit valuations. The applicant for a permit shall provide an estimated permit value at time of application. Permit valuations shall include total value of work,

including materials and labor, for which the permit is being issued, such as electrical, gas, mechanical, plumbing equipment and permanent systems. If, in the opinion of the building official, the valuation is underestimated on the application, the permit shall be denied, unless the applicant can show detailed estimates to meet the approval of the building official. Final building permit valuation shall be set by the building official.

109.4 Work commencing before permit issuance. Any person who commences any work on a building, structure, electrical, gas, mechanical or plumbing system before obtaining the necessary permits shall be subject to a fee established by the building official that shall be in addition to the required permit fees.

109.5 Related fees. Reserved.

109.6 Refunds. Reserved.

SECTION 110 **INSPECTIONS**

110.1 General. Construction or work for which a permit is required shall be subject to inspection by the building official and such construction or work shall remain exposed and provided with access for inspection purposes until approved. Approval as a result of an inspection shall not be construed to be an approval of a violation of the provisions of this code or of other ordinances of the jurisdiction. Inspections presuming to give authority to violate or cancel the provisions of this code or of other ordinances of the jurisdiction shall not be valid. It shall be the duty of the owner or the owner's authorized agent to cause the work to remain exposed and provided with access for inspection purposes. Neither the building official nor the jurisdiction shall be liable for expense entailed in the removal or replacement of any material required to allow inspection.

110.2 Preliminary inspection. Before issuing a permit, the building official is authorized to examine or cause to be examined buildings, structures and sites for which an application has been filed.

110.3 Required inspections. The building official upon notification from the permit holder or his or her agent shall make the following inspections, and shall either release that portion of the construction or shall notify the permit holder or his or her agent of any violations which must be corrected in order to comply with the technical codes. The building official shall determine the timing and sequencing of when inspections occur and what elements are inspected at each inspection.

Building

1. Foundation inspection. To be made after trenches are excavated and forms erected and shall at a minimum include the following building components:

- Stem-wall
- Monolithic slab-on-grade
- Piling/pile caps
- Footers/grade beams

1.1. In flood hazard areas, upon placement of the lowest floor, including basement, and prior to further vertical construction, the elevation certification shall be submitted to the authority having jurisdiction.

2. Framing inspection. To be made after the roof, all framing, fire blocking and bracing is in place, all concealing wiring, all pipes, chimneys, ducts and vents are complete and shall at a minimum include the following building components:

- Window/door framing
- Vertical cells/columns
- Lintel/tie beams
- Framing/trusses/bracing/connectors
- Draft stopping/fire blocking
- Curtain wall framing
- Energy insulation
- Accessibility
- Verify rough opening dimensions are within tolerances.

3. Sheathing inspection. To be made either as part of a dry-in inspection or done separately at the request of the contractor after all roof and wall sheathing and fasteners are complete and shall at a minimum include the following building components:

- Roof sheathing
- Wall sheathing
- Sheathing fasteners
- Roof/wall dry-in

4. Exterior wall coverings. Shall at a minimum include the following building components in progress inspections:

- Exterior wall coverings and veneers
- Soffit coverings

5. Roofing inspection. Shall at a minimum include the following building components:

- Dry-in
- Insulation • Roof coverings
- Flashing

6. Final inspection. To be made after the building is completed and ready for occupancy.

6.1. In flood hazard areas, as part of the final inspection, a final certification of the lowest floor elevation shall be submitted to the authority having jurisdiction.

7. Swimming pool inspection. First inspection to be made after excavation and installation of reinforcing steel, bonding and main drain and prior to placing of concrete. Final inspection to be made when the swimming pool is complete and all required enclosure requirements are in place. In order to pass final inspection and receive a certificate of completion, a residential swimming pool must meet the requirements relating to pool safety features as described in Section 454.2.17 of this code.

8. Demolition inspections. First inspection to be made after all utility connections have been disconnected and secured in such manner that no unsafe or unsanitary conditions shall exist during or after demolition operations. Final inspection to be made after all demolition work is completed.

9. Manufactured building inspections. The building department shall inspect construction of foundations; connecting buildings to foundations; installation of parts identified on plans as site installed items, joining the modules, including utility crossovers; utility connections from the building to utility lines on site; and any other work done on site which requires compliance with the Florida Building Code. Additional inspections may be required for public educational facilities (see Section 453.27.20 of this code).

10. Where impact-resistant coverings or impact-resistant systems are installed, the building official shall schedule adequate inspections of impact resistant coverings or impact-resistant systems to determine the following: The system indicated on the plans was installed. The

system is installed in accordance with the manufacturer's installation instructions and the product approval.

Electrical

1. Underground inspection. To be made after trenches or ditches are excavated, conduit or cable installed, and before any backfill is put in place.
2. Rough-in inspection. To be made after the roof, framing, fire blocking and bracing is in place and prior to the installation of wall or ceiling membranes.
3. Final inspection. To be made after the building is complete, all required electrical fixtures are in place and properly connected or protected, and the structure is ready for occupancy.
4. Existing Swimming Pools. To be made after all repairs or alterations are complete, all required electrical equipment, GFCI protection, and equipotential bonding are in place on said alterations or repairs.

Plumbing

1. Underground inspection. To be made after trenches or ditches are excavated, piping installed, and before any backfill is put in place.
2. Rough-in inspection. To be made after the roof, framing, fire blocking and bracing is in place and all soil, waste and vent piping is complete, and prior to this installation of wall or ceiling membranes.
3. Final inspection. To be made after the building is complete, all plumbing fixtures are in place and properly connected, and the structure is ready for occupancy. Note: See Section 312 of the Florida Building Code, Plumbing for required tests.

Mechanical

1. Underground inspection. To be made after trenches or ditches are excavated, underground duct and fuel piping installed, and before any backfill is put in place.
2. Rough-in inspection. To be made after the roof, framing, fire blocking and bracing are in place and all ducting, and other concealed components are complete, and prior to the installation of wall or ceiling membranes.
3. Final inspection. To be made after the building is complete, the mechanical system is in place and properly connected, and the structure is ready for occupancy.

Gas

1. Rough piping inspection. To be made after all new piping authorized by the permit has been installed, and before any such piping has been covered or concealed or any fixtures or gas appliances have been connected.
2. Final piping inspection. To be made after all piping authorized by the permit has been installed and after all portions which are to be concealed by plastering or otherwise have been so concealed, and before any fixtures or gas appliances have been connected. This inspection shall include a pressure test.
3. Final inspection. To be made on all new gas work authorized by the permit and such portions of existing systems as may be affected by new work or any changes, to ensure compliance with all the requirements of this code and to assure that the installation and construction of the gas system is in accordance with reviewed plans.

110.3.1 Footing and foundation inspection.

Reserved.

110.3.2 Concrete slab and under-floor inspection.

Reserved.

110.3.3 Lowest floor elevation. Reserved.

110.3.4 Frame inspection. Reserved.

110.3.5 Lath, gypsum board and gypsum panel product inspection. Lath, gypsum board and gypsum panel product inspections shall be made after lathing, gypsum board and gypsum panel products, interior and exterior, are in place, but before any plastering is applied or gypsum board and gypsum panel product joints and fasteners are taped and finished.

Exception: Gypsum board and gypsum panel products that are not part of a fire-resistance-rated assembly or a shear assembly.

110.3.6 Weather-exposed balcony and walking surface waterproofing. Where balcony or other elevated walking surfaces are exposed to water from direct or blowing rain, snow or irrigation, and the structural framing is protected by an impervious moisture barrier, all elements of the impervious-moisture-barrier system shall not be concealed until inspected and approved.

110.3.7 Fire- and smoke-resistant penetrations. Protection of joints and penetrations in fire-resistance rated assemblies, smoke barriers and smoke partitions shall not be concealed from view until inspected and approved.

110.3.8 Energy efficiency inspections. Inspections shall be made to determine compliance with Chapter 13 and shall include, but not be limited to, inspections for: envelope insulation R- and U-values, fenestration U-value, duct system R-value, and HVAC and water-heating equipment efficiency.

110.3.9 Other inspections. In addition to the inspections specified in Sections 110.3 through 110.3.8, the building official is authorized to make or require other inspections of any construction work to ascertain compliance with the provisions of this code and other laws that are enforced by the department of building safety.

110.3.10 Special inspections. Reserved.

110.3.11 Final inspection. Reserved.

110.3.11.1 Flood hazard documentation. Reserved.

110.3.12 Termites. Building components and building surroundings required to be protected from termite damage in accordance with Section 1503.7, Section 2304.12.9 or Section 2304.12.4, specifically required to be inspected for termites in accordance with Section 2114, or required to have chemical soil treatment in accordance with Section 1816 shall not be covered or concealed until the release from the building official has been received.

110.3.13 Impact-resistant coverings or systems. Where impact-resistant coverings or systems are installed to meet requirements of this code, the building official shall schedule adequate inspections of impact-resistant coverings or systems to determine the following:

1. The system indicated on the plans was installed.
2. The system is installed in accordance with the manufacturer's installation instructions and the product approval.

110.4 Inspection agencies. Reserved.

110.5 Inspection requests. It shall be the duty of the holder of the building permit or their duly authorized agent to notify the building official when work is ready for inspection. It shall be the duty of the permit holder to provide access to and means for inspections of such work that are required by this code.

110.6 Approval required. Work shall not be done beyond the point indicated in each successive inspection without first obtaining the approval of the building official. The building official, upon notification, shall make the requested inspections and shall either indicate the portion of the construction that is satisfactory as completed, or notify the permit holder or his or her agent wherein the same fails to comply with this code. Any portions that do not comply shall be corrected and such portion shall not be covered or concealed until authorized by the building official.

110.7 Shoring. For threshold buildings, shoring and associated formwork or falsework shall be designed and inspected by a Florida licensed professional engineer prior to any required mandatory inspections by the threshold building inspector.

110.8 Threshold building.

110.8.1 During new construction or during repair or restoration projects in which the structural system or structural loading of a building is being modified, the enforcing agency shall require a special inspector to perform structural inspections on a threshold building pursuant to a structural inspection plan prepared by the engineer or architect of record. The structural inspection plan must be submitted to the enforcing agency prior to the issuance of a building permit for the construction of a threshold building. The purpose of the structural inspection plans is to provide specific inspection procedures and schedules so that the building can be adequately inspected for compliance with the permitted documents. The special inspector may not serve as a surrogate in carrying out the responsibilities of the building official, the architect, or the engineer of record. The contractor's contractual or statutory obligations are not relieved by any action of the special inspector.

110.8.2 The special inspector shall determine that a professional engineer who specializes in shoring design has inspected the shoring and reshoring for conformance with the shoring and reshoring plans submitted to the enforcing agency. A fee simple title owner of a building, which does not meet the minimum size, height, occupancy, occupancy classification, or number-of-stories criteria which would result in classification as a threshold building under s. 553.71(7), Florida Statutes may designate such building as a threshold building, subject to more than the minimum number of inspections required by the Florida Building Code.

110.8.3 The fee owner of a threshold building shall select and pay all costs of employing a special inspector, but the special inspector shall be responsible to the enforcement agency. The inspector shall be a person certified, licensed or registered under Chapter 471, Florida Statutes, as an engineer or under Chapter 481, Florida Statutes, as an architect.

110.8.4 Each enforcement agency shall require that, on every threshold building:

110.8.4.1 The special inspector, upon completion of the building and prior to the issuance of a certificate of occupancy, file a signed and sealed statement with the enforcement agency in substantially the following form: "To the best of my knowledge and belief, the above described construction of all structural loadbearing components complies with the permitted documents, and the shoring and reshoring conforms to the shoring and reshoring plans submitted to the enforcement agency."

110.8.4.2 Any proposal to install an alternate structural product or system to which building codes apply be submitted to the enforcement agency for review for compliance with the codes and made part of the enforcement agency's recorded set of permit documents.

110.8.4.3 All shoring and reshoring procedures, plans and details be submitted to the enforcement agency for recordkeeping. Each shoring and reshoring installation shall be supervised, inspected and certified to be in compliance with the shoring documents by the contractor.

110.8.4.4 All plans for the building which are required to be signed and sealed by the architect or engineer of record contain a statement that, to the best of the architect's or engineer's knowledge, the plans and specifications comply with the applicable minimum building codes and the applicable fire-safety standards as determined by the local authority in accordance with this section and Chapter 633, Florida Statutes.

110.8.5 No enforcing agency may issue a building permit for construction of any threshold building except to a licensed general contractor, as defined in Section 489.105(3)(a), Florida Statutes, or to a licensed building contractor, as defined in Section 489.105(3)(b), Florida

Statutes, within the scope of her or his license. The named contractor to whom the building permit is issued shall have the responsibility for supervision, direction, management and control of the construction activities on the project for which the building permit was issued.

110.8.6 The building department may allow a special inspector to conduct the minimum structural inspection of threshold buildings required by this code, Section 553.73, Florida Statutes, without duplicative inspection by the building department. The building official is responsible for ensuring that any person conducting inspections is qualified as a building inspector under Part XII of Chapter 468, Florida Statutes, or certified as a special inspector under Chapter 471 or 481, Florida Statutes. Inspections of threshold buildings required by Section 553.79(5), Florida Statutes, are in addition to the minimum inspections required by this code.

SECTION 111

CERTIFICATE OF OCCUPANCY

111.1 Use and occupancy. A building or structure shall not be used or occupied, and a change in the existing use or occupancy classification of a building or structure or portion thereof shall not be made, until the building official has issued a certificate of occupancy therefor as provided herein. Issuance of a certificate of occupancy shall not be construed as an approval of a violation of the provisions of this code or of other ordinances of the jurisdiction.

Exception: Certificates of occupancy are not required for work exempt from permits in accordance with Section 105.2.

111.2 Certificate issued. After the building official inspects the building or structure and does not find violations of the provisions of this code or other laws that are enforced by the department of building safety, the building official shall issue a certificate of occupancy that contains the following:

1. The building permit number.
2. The address of the structure.
3. The name and address of the owner or the owner's authorized agent.
4. A description of that portion of the structure for which the certificate is issued.
5. A statement that the described portion of the structure has been inspected for compliance with the requirements of this code for the occupancy and division of occupancy and the use for which the proposed occupancy is classified.
6. For buildings and structures in flood hazard areas, a statement that documentation of the as-built lowest floor elevation has been provided and is retained in the records of the authority having jurisdiction
7. The name of the building official.
8. The edition of the code under which the permit was issued.
9. The use and occupancy, in accordance with the provisions of Chapter 3.
10. The type of construction as defined in Chapter 6.
11. The design occupant load.
12. If an automatic sprinkler system is provided, whether the sprinkler system is required.
13. Any special stipulations and conditions of the building permit.

111.3 Temporary occupancy. The building official is authorized to issue a temporary certificate of occupancy before the completion of the entire work covered by the permit, provided that such portion or portions shall be occupied safely. The building official shall set a time period during which the temporary certificate of occupancy is valid.

111.4 Revocation. The building official is authorized to, in writing, suspend or revoke a certificate of occupancy or completion issued under the provisions of this code wherever the

certificate is issued in error, or on the basis of incorrect information supplied, or where it is determined that the building or structure or portion thereof is in violation of any ordinance or regulation or any of the provisions of this code.

111.5 Certificate of completion. A certificate of completion is proof that a structure or system is complete and for certain types of permits is released for use and may be connected to a utility system. This certificate does not grant authority to occupy a building, such as shell building, prior to the issuance of a certificate of occupancy.

SECTION 112

SERVICE UTILITIES

112.1 Connection of service utilities. A person shall not make connections from a utility, source of energy, fuel or power to any building or system that is regulated by this code for which a permit is required, until released by the building official.

112.2 Temporary connection. The building official shall have the authority to authorize the temporary connection of the building or system to the utility, source of energy, fuel or power.

112.3 Authority to disconnect service utilities. The building official shall have the authority to authorize disconnection of utility service to the building, structure or system regulated by this code and the referenced codes and standards set forth in Section 101.4 in case of emergency where necessary to eliminate an immediate hazard to life or property or where such utility connection has been made without the approval required by Section 112.1 or 112.2. The Building Official shall have the authority to authorize disconnection of utility services to any building or structure being occupied prior to the certificate of occupancy or is in violation of a City ordinance. The building official shall notify the serving utility, and wherever possible the owner and occupant of the building, structure or service system of the decision to disconnect prior to taking such action. If not notified prior to disconnecting, the owner or

occupant of the building, structure or service system shall be notified in writing, as soon as practical thereafter.

SECTION 113

BOARD OF APPEALS

RESERVED

SECTION 114

VIOLATIONS

RESERVED

SECTION 115

STOP WORK ORDER

115.1 Authority. Where the building official finds any work regulated by this code being performed in a manner either contrary to the provisions of this code or dangerous or unsafe, or in violation of local laws and ordinances, the building official is authorized to issue a stop work order.

115.2 Issuance. The stop work order shall be in writing and shall be given to the owner of the property involved, the owner's authorized agent or the person performing the work. Upon issuance of a stop work order, the cited work shall immediately cease. The stop work order shall state the reason for the order and the conditions under which the cited work will be permitted to resume.

115.3 Unlawful continuance. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to penalties as prescribed by law.

SECTION 116

UNSAFE STRUCTURES AND EQUIPMENT

RESERVED

SECTION 117

VARIANCES IN FLOOD HAZARD AREAS

117.1 Flood hazard areas. Pursuant to Section 553.73(5), Florida Statutes, the variance procedures adopted in the local flood plain management ordinance shall apply to requests submitted to the building official for variances to the provisions of Section 1612.4 of the Florida Building Code, Building or, as applicable, the provisions of Section R322 of the Florida Building Code, Residential. This section shall not apply to Section 3109 of the Florida Building Code, Building.

NOTICE OF PUBLIC HEARING
CITY COMMISSION
CITY OF FERNANDINA BEACH

NOTICE IS HEREBY GIVEN that a Public Hearing is scheduled for **Tuesday, September 15, 2020, at 6:00 PM** in the City Commission Chambers, 204 Ash Street Fernandina Beach, Florida to consider the following application:

ORDINANCE 2020-29

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AMENDING CHAPTER 22, BUILDINGS AND BUILDING REGULATIONS, BY AMENDING SECTION 22-29 PERMITS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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.

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For information, please contact the Staff of the City Clerk's Office, 204 Ash Street, between the hours of 8:00 AM – 5:00 PM, Monday through Friday, (904) 310-3115.

Note:

Please run as a DISPLAY in the September 2, 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 2020-31
FY 2020/2021 Amended Pay and Classification Plan

ITEM TYPE: Ordinance (w/o fiscal impact)

REQUESTED ACTION: Consider Ordinance 2020-31 at Second 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. These changes allow for better career paths within the Stormwater and Police Departments.

Further modifications have been made to the Annual Pay and Classification Plan since First Reading on September 1, 2020. Per Article 17.3 of the Coastal Florida Police Benevolent Association Labor Agreement, Police Officers' pay shall increase 5% effective October 1, 2020.

Also, the Utility Operations Superintendent pay grade has been changed to more closely align with the pay grade of other Department Directors.

Additionally, staff recommends removal of the titles of Irrigation/Maintenance Tech, Maintenance Tech, Parks Maintenance Tech I, Parks Maintenance Tech II, Parks Maintenance Tech III, Street Maintenance Tech I, Street Maintenance Tech II, and Street Maintenance Tech III replacing them with Maintenance Tech I, Maintenance Tech II, and Maintenance Tech III.

Finally, corrections were made to annual salary amounts for the Police Corporal position.

This Ordinance was approved at First Reading by the City Commission at its Regular Meeting on September 1, 2020.

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 enact proposed Ordinance 2020-31 at Second Reading.

Teresa Bryan, HR Generalist	8/26/2020
Dale L. Martin, City Manager	9/3/2020
Pauline Testagrose, Comptroller	9/3/2020
Tammi E. Bach, City Attorney	9/3/2020
Katie Newton, Legal Assistant	9/3/2020

Date: August 25, 2020

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION: Enact

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



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	138 143
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
<u>Maintenance Tech I</u>	<u>126</u>
<u>Maintenance Tech II</u>	<u>128</u>
<u>Maintenance Tech III</u>	<u>130</u>
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
<u>Police Corporal</u>	<u>24</u>
Police Detective	22
Police Officer	22
Police Reserve Officer	122
Police Sergeant	26
Police Service Aide	125
Pool Lifeguard	118
Purchasing Agent	132

Non-Exempt Classifications (continued)	Pay Grade
Records Coordinator	129
Recreation Aide	118
Recreation Coordinator	124
Recreation Leader	124
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
<u>Stormwater Heavy Equipment Operator I</u>	<u>129</u>
<u>Stormwater Heavy Equipment Operator II</u>	<u>130</u>
Stormwater Operator I	126
Stormwater Operator II	127
Street Maintenance Tech I	125
Street Maintenance Tech II	126
Street Maintenance Tech III	127
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 enactment.

ENACTED by the City Commission this 15th day of September, 2020.

CITY OF FERNANDINA BEACH

JOHN A. MILLER
Mayor – Commissioner

ATTEST:

APPROVED AS TO FORM AND LEGALITY:



CAROLINE BEST
City Clerk

TAMMI E. BACH
City Attorney

Date of First Reading: September 1, 2020
Date of Second Reading and Public Hearing: September 15, 2020
Date of Final Passage: September 15, 2020

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 <u>\$40,426</u>	\$17.63 <u>\$18.51</u>	\$46,705 <u>\$49,053</u>	\$21.39 <u>\$22.46</u>	\$54,906 <u>\$57,658</u>	\$25.14 <u>\$26.40</u>
Police Corporal	24	<u>\$42,457</u>	<u>\$19.44</u>	<u>\$51,499</u>	<u>\$23.58</u>	<u>\$60,540</u>	<u>\$27.72</u>
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.							

NOTICE OF PUBLIC HEARING
CITY COMMISSION
CITY OF FERNANDINA BEACH

NOTICE IS HEREBY GIVEN that a Public Hearing is scheduled for **Tuesday, September 15, 2020, at 6:00 PM** in the City Commission Chambers, 204 Ash Street Fernandina Beach, Florida to consider the following application:

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.

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