



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

1. CALL TO ORDER

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE / INVOCATION

Invocation by Pastor Chris Fowler of Franklinton United Methodist Church.

4. PROCLAMATIONS / PRESENTATION

4.1 **PROCLAMATION - "LES DEMERLE AMELIA ISLAND JAZZ FESTIVAL WEEK"** - Proclaims October 5-11, 2020, as "Les DeMerle Amelia Island Jazz Festival Week". Founder/Artistic Director/Board of Directors President Les DeMerle, Board of Directors Vice President Bonnie Eisele, and Board of Director members will be in attendance to accept the Proclamation.

4.2 **PROCLAMATION - "NATIONAL COLONIAL HERITAGE MONTH"** - Recognizes the month of October as, "National Colonial Heritage Month." National Society of Colonial Dames XVII Century, Princess Amelia Chapter President Ms. Sherry Harrell will be present to accept the Proclamation.

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

5. CITY COMMISSION DISCUSSION

5.1 **CONSERVATION / ENVIRONMENT** - This item is placed on the agenda at the request of Commissioner Lednovich.

5.2 **PROPOSED HILTON HOTEL ON SOUTH FLETCHER AVENUE** - This item is placed on the agenda at the request of Commissioner Lednovich.

5.3 **WATERFRONT DEVELOPMENT** - This item is placed on the agenda at the request of Commissioner Lednovich.

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

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

5.6 **COVID-19**

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

7. CONSENT AGENDA

- 7.1 **APPROVAL OF MINUTES** - *City Commission Workshop - August 5, 2020; City Commission Regular Meeting - August 18, 2020; and City Commission Special Meeting - September 8, 2020.*
- 7.2 **POLLWORKER APPROVAL FOR THE 2020 CITY RUNOFF ELECTION - RESOLUTION 2020-141** APPROVING POLL WORKERS FOR THE 2020 CITY RUNOFF ELECTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves the Inspectors, Poll Workers, and Clerks for the 2020 City Runoff Election.*
- 7.3 **VOLUNTARY ANNEXATION AGREEMENT - 3001 S. 14TH STREET - RESOLUTION 2020-142** APPROVING THE EXTENSION OF WASTEWATER SERVICES OUTSIDE THE CORPORATE LIMITS; ACCEPTING THE VOLUNTARY ANNEXATION PETITION FOR ONE PARCEL CONTAINING APPROXIMATELY 0.50 ACRES OF LAND LOCATED ON 3001 S. 14TH STREET; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Authorizes the extension of wastewater services to the property located at 3001 S. 14th Street. Also approves the Voluntary Annexation Petition.*

8. RESOLUTIONS

- 8.1 **MOTION TO RECONSIDER - 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.*
- 8.2 **AMENDED AND EXTENDED - EMERGENCY ORDER – COVID-19 - MANDATORY MASKS - RESOLUTION 2020-143** AMENDING AND EXTENDING RESOLUTION 2020-126 RELATED TO THE EMERGENCY ORDER REQUIRING MASKS OR FACE COVERINGS IN PUBLIC SPACES, PROVIDING FOR EXCEPTIONS, PROVIDING FOR A NEW EXPIRATION DATE. *Synopsis: Extends the Emergency Order requiring face coverings, Resolution 2020-126, to November 6, 2020.*
- 8.3 **MEMORANDUM OF UNDERSTANDING (MOU) - 8 FLAGS PLAYSCAPES - RESOLUTION 2020-144** APPROVING A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF FERNANDINA BEACH AND 8 FLAGS PLAYSCAPES FOR THE DESIGN AND CONSTRUCTION OF SIMMONS ROAD PARK; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves a Memorandum of Understanding between the City and 8 Flags Playscapes for Simmons Road Park.*
- 8.4 **TASK ORDER #2020-01 - OLSEN ASSOCIATES, INC. - RESOLUTION 2020-145** APPROVING TASK ORDER #2020-01 WITH OLSEN ASSOCIATES, INC. FOR PROFESSIONAL COASTAL ENGINEERING SERVICES; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves Task Order #2020-01 with Olsen Associates, Inc. for Coastal Engineering Services for Beach Management.*

- 8.5 **SUBRECIPIENT AGREEMENT - NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS** - RESOLUTION 2020-146 APPROVING A SUBRECIPIENT GRANT AGREEMENT BETWEEN THE NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS AND THE CITY OF FERNANDINA BEACH SO THE CITY MAY RECEIVE CARES ACT REIMBURSEMENTS FOR COVID-19 RELATED EXPENDITURES; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves the subrecipient agreement for the City of Fernandina Beach to receive CARES Act funding.*
- 8.6 **BUDGET AMENDMENTS - VARIOUS DEPARTMENTS** - RESOLUTION 2020-147 APPROVING AMENDMENTS TO THE BUDGET FOR FISCAL YEAR 2019/2020; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves the transfer of funds in various Departments and various accounts in the FY 2019/2020 budget to ensure expenditures do not exceed the budget on a line-by-line basis.*

9. ORDINANCE - FIRST READING

- 9.1 **CODE AMENDMENT - VEHICLES FOR HIRE** - ORDINANCE 2020-32 REPEALING ARTICLE III, CHAPTER 86, TAXICABS; CREATING AN ARTICLE III, MOTOR VEHICLES FOR HIRE, IN CHAPTER 86; CREATING SECTION 86-90, PURPOSE AND INTENT OF ARTICLE; CREATING SECTION 86-91, DEFINITIONS; CREATING 86-92, DRIVER BACKGROUND CHECK; CREATING 86-93, INSURANCE REQUIREMENT; CREATING SECTION 86-94, REFUSAL TO CONVEY PASSENGERS; EXCEPTION; CREATING SECTION 86-95, MAXIMUM NUMBER OF PASSENGERS; CREATING SECTION 86-96, RECEIPTS FURNISHED FOR PASSENGERS UPON REQUEST; CREATING SECTION 86-97, ITEMS LOST AND FOUND; CREATING SECTION 86-98, OPERATION OF FOR-HIRE BUSINESS RECORDS; CREATING SECTION 86-99, POSTING AND EXHIBITION OF DRIVER AND LICENSE PLATE NUMBER; CREATING SECTION 86-100, POSTING OF RATES, CREATING SECTION 86-101, CERTIFIED REPORTING; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Amends Chapter 86 of the City Code pertaining to vehicles for hire.*

10. BOARD APPOINTMENTS

- 10.1 **ARTS AND CULTURE NASSAU** - *one appointment.*
- 10.2 **BOARD OF TRUSTEES OF THE FIREFIGHTERS' AND POLICE OFFICERS' PENSION PLAN** - *one appointment.*
- 10.3 **BOARD OF TRUSTEES OF THE GENERAL EMPLOYEES' PENSION PLAN (GEPP)** - *one appointment.*
- 10.4 **GOLF COURSE ADVISORY BOARD** - *one appointment.*
- 10.5 **BOARD OF ADJUSTMENT** - *one appointment.*

11. CITY MANAGER REPORTS

12. CITY ATTORNEY REPORTS

13. CITY CLERK REPORTS

14. MAYOR/COMMISSIONER COMMENTS

15. 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.
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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
Les DeMerle Amelia Island Jazz Festival Week

ITEM TYPE: Proclamations

REQUESTED ACTION: Presentation

SYNOPSIS: Attached is a Proclamation proclaiming October 5 through October 11, 2020, as "Les DeMerle Amelia Island Jazz Festival Week." Founder/Artistic Director/Board of Directors President Les DeMerle, Board of Directors Vice President Bonnie Eisele, and Board of Director members will be in attendance to accept the Proclamation.

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Caroline Best, City Clerk	9/10/2020
Nicole Bednar, Administrative Services Manager	9/24/2020
Dale L. Martin, City Manager	9/28/2020

Caroline Best

Date: September 03, 2020

Submitted By: Caroline Best, City Clerk

COMMISSION ACTION:

Proclamation

WHEREAS, for many years the Les DeMerle Amelia Island Jazz Festival has brought exciting world-class jazz entertainment to Fernandina Beach in styles including Contemporary, Big Band, Latin, Swing, Dixieland, Blues and more; and

WHEREAS, due to the COVID-19 Pandemic, considering safety and health precautions and local mandates, this year, the Amelia Island Jazz Festival is presenting virtual, online, live-streamed headline performances in tribute to jazz legends, Duke Ellington featuring the Les DeMerle Band with Bonnie Eisele, and the music of Louis Armstrong featuring renowned trumpeter and vocalist, Longineu Parsons; and

WHEREAS, the Amelia Island Jazz Festival is endorsed by jazz icons Wynton Marsalis, Tony Bennett, David Sanborn and Ramsey Lewis; and

WHEREAS, in an effort to reach out to as many concert goers as possible, the Amelia Island Jazz Festival is offering virtual, ticketed shows from the Elizabeth Pointe Lodge and Story and Song Bookstore Bistro plus a special presentation broadcast by WJCT's Electro-Lounge Radio featuring music from seventeen years of Amelia Island Jazz Festival highlights; and

WHEREAS, the Amelia Island Jazz Festival presents many educational programs including Jazz In The Schools, Jazz For Kids, Jazz For Seniors, as well as a Scholarship Program which supports continuing music education for high school musicians who desire to study jazz music in college.

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 encourage the citizens of Fernandina Beach to participate in the Amelia Island Jazz Festival celebrations and further proclaim the week of October 5 through October 11, 2020 as:

“Les DeMerle Amelia Island Jazz Festival Week”

IN WITNESS WHEREOF, I hereunto set my hand and cause the Official Seal of the City of Fernandina Beach, Florida to be affixed this 6th day of October, 2020.

CITY OF FERNANDINA BEACH

John A. Miller
Mayor - Commissioner

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Proclamation
"National Colonial Heritage Month"

ITEM TYPE: Proclamations

REQUESTED ACTION: Presentation

SYNOPSIS: Attached is a Proclamation recognizing the month of October as, "National Colonial Heritage Month." National Society of Colonial Dames XVII Century, Princess Amelia Chapter President Ms. Sherry Harrell will be present to accept the Proclamation.

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Caroline Best, City Clerk	9/11/2020
Nicole Bednar, Administrative Services Manager	9/24/2020
Dale L. Martin, City Manager	9/28/2020



Submitted By: Caroline Best, City Clerk Date: September 11, 2020

COMMISSION ACTION:

Proclamation

WHEREAS, established in 1915, the National Society Colonial Dames XVII Century is an organization of women, eighteen years of age or over who are lineal descendants of an ancestor who lived and served prior to 1701, in one of the Original Colonies of the United States of America; and

WHEREAS, the Society is comprised of chapters located in forty-six states, the District of Columbia, and Canada. Over 11,000 members share a common interest in American history, love of, and respect for, our great nation, and a desire to work together in harmonious fellowship. All in an effort to perpetuate the memory of the colonists and their lasting legacy which is the foundation our great nation; and

WHEREAS, the Princess Amelia Chapter of the National Society Colonial Dames XVII Century is locally sponsoring National Colonial Heritage Month during the month of October 2020; and

WHEREAS, by virtue of their lineal descent from our nation's earliest arrivals, the members of the Society feel an obligation to honor the hardships and heroism of those who sought spiritual and economic freedom in the new world; and

WHEREAS, this great country's first arrivals continue to convey the true meaning of inheritance by reminding us that our privilege to live in a free country stemmed from "loving our country, obeying its laws, respecting its flag and defending it against all enemies."

NOW THEREFORE, BE IT RESOLVED that the City of Fernandina Beach officially joins with the Princess Amelia Chapter of the National Colonial Heritage Society in proclaiming the month of October 2020, as:

"NATIONAL COLONIAL HERITAGE MONTH"

IN WITNESS WHEREOF, I hereunto set my hand and cause the Official Seal of the City of Fernandina Beach, Florida, to be affixed this 6th day of October, 2020.

CITY OF FERNANDINA BEACH

John A. Miller
Mayor-Commissioner

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Presentation
Nassau Humane Society

ITEM TYPE: Presentation

REQUESTED ACTION:

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

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

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Dale L. Martin, City Manager 9/28/2020

Date: October 30, 2019

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION:

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Discussion
Conservation / Environment

ITEM TYPE: Discussion

REQUESTED ACTION:

SYNOPSIS: This item is placed on the agenda at the request of Commissioner Lednovich who will discuss the Tree Canopy Replacement Plan.

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 9/28/2020

Date: October 25, 2019

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION:

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Discussion
Proposed Hilton Hotel on South Fletcher Avenue

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 9/28/2020



Date: September 17, 2020

Submitted By: Caroline Best, City Clerk

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 9/28/2020

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 9/28/2020

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 9/28/2020

Date: June 16, 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 9/28/2020

Date: July 16, 2020

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION:

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Approval of Minutes

ITEM TYPE: Resolution (w/o fiscal impact)

REQUESTED ACTION: Approve Minutes

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

City Commission Workshop	August 5, 2020
City Commission Regular Meeting	August 18, 2020
City Commission Special Meeting	September 8, 2020

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Nicole Bednar, Administrative Services Manager	9/24/2020
Dale L. Martin, City Manager	9/28/2020


Date: September 10, 2020

Submitted By: Caroline Best, City Clerk

COMMISSION ACTION: Approve

The City Commission of the City of Fernandina Beach, Florida, met in a Workshop on Wednesday, August 5, 2020 at 6:00pm 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 Proposed FY 2020/2021 Budget: City Manager Martin gave a presentation explaining the tentative millage rate of 5.4683 mills adopted via Resolution 2020-100. A detailed list of departmental budget revisions totaled approximately \$22.5 million dollars. A hard copy of the entire budget summary presentation will be distributed to the Commission. Discussion ensued amongst the Commission regarding maintaining donations to non-profits and directing City Manager Martin to reduce the emergency reserve by \$115,000 considering the recent COVID-19 pandemic constitutes an emergency. The lowered millage rate is estimated to reduce approximately \$77 per \$102,300 of Taxable Value (11.81 percent reduction) for homesteaded properties and an estimated reduction of \$53 per \$106,600 (8.11 percent reduction) for non-homesteaded properties. However, that estimate could vary based upon specific Market Value changes to individual properties set by the Nassau County Property Appraiser. Discussion ensued regarding reserves, Commissioner Ross is not in support of taking money from reserves, noting now is the time to add considering the ongoing pandemic. Commissioner Lednovich supported taking money from reserves to assist locals in need citing the pandemic is an emergency. Mayor Miller concurred suggesting replenishing reserves as funds become available in the new fiscal year. Comptroller Pauline Testagrose confirmed the City is 75% through the fiscal year yet has only spent 58% of anticipated expenditures. City Manager Martin clarified the \$75,000 is in the budget to hire a project manager to oversee updating the City Comprehensive Plan and Land Development Code. Commissioner Lednovich suggested delaying the hiring due to economic instability. Mayor Miller advised input was needed from the Planning Advisory Board.

Facilities/Maintenance Director Jeremiah Glisson provided a detailed overview of the City's diverse fleet program and explained the history of the first vehicle policy rotation plan developed in 2005-2006. The plan provides centralization and stabilization to reduce costs, inventory, enhance driver safety and assist in determining the optimum time for vehicle replacement to avoid costly repairs and sell vehicles that have fully depreciated. Ascribing to the buy low, sell high vehicles and equipment are purchased by competitive bid with aggressive contracts that include government discounts. A strong maintenance program and one owner status garner excellent resale values. Commissioner Ross expressed appreciation for the departmental attention to detail and service to the City. Mayor Miller concurred.

BUDGET: Patti Clifford, 1747 Azalea Street, expressed surprise at the cash balance forward in the general fund and noted her written opinion to the Commissioners regarding unsustainable use of reserves. City Manager Martin's presentation is also questionable considering it lacked

funding of the Marina and Golf Course. The significance of full-time staff, pension benefits and health insurance need review and the Commissioners are urged to be mindful of reserves.

Vice Mayor Kreger stated moving forward a review is needed of the capital improvement and general funds and commended the great fleet program although the City is paying for it with a lack of maintenance on buildings. Balance across the board and adjusting the budget as needed.

City Manager Martin summarized direction to revise the budget to reinsert the funding for non-profits, using money from reserves, adding that unanticipated revenues would be placed in the reserves fund.

6. ADJOURNMENT: There being no further business to come before the City Commission, the Special Meeting was adjourned at 6:46pm.

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 18, 2020 at 6:00 pm. Present in City Chambers were Mayor John A. Miller presiding, Vice Mayor Len Kreger, Commissioners Philip Chapman, Mike Lednovich, and Chip Ross. Also, in attendance were City Manager Dale L. Martin, City Attorney Tammi Bach, and City Clerk Caroline Best. Due to the ongoing COVID-19 pandemic, occupancy in the Commission Chambers was limited. The meeting was broadcast 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 Reverend Noel Roberts of North 14th Street Baptist Church.

4.1 PROCLAMATION - WOMEN'S EQUALITY DAY: Mayor Miller read the Proclamation in full commemorating the 100th anniversary of the adoption of the United States Constitution 19th Amendment securing for women the right to vote. Nassau Inclusive Coalition for Equality (NICE) members were in attendance to accept the Proclamation.

4.2 PROCLAMATION - DR. FARID ULLAH: Mayor Miller read the Proclamation in full recognizing Dr. Farid Ullah for his unlimited contributions to the medical profession throughout the course of his long and distinguished career. Dr. Ullah, his wife Sue, and members of the Fernandina Beach and Nassau County Fire Rescue Departments were in attendance to accept the Proclamation.

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

5.1 LAND CONSERVATION: This item is placed on the agenda at the request of Commissioner Lednovich who asked for any updates from the North Florida Land Trust. Commissioner Ross reported he attended the recent North Florida Land Trust presentation given to Nassau County regarding conservation management that will be moving forward in two years and bond issues. Vice Mayor Kreger reminded all about the donation match program for City conservation land and encouraged all to consider donating. Mayor Miller noted donations can also be included in wills.

5.2 WATERFRONT DEVELOPMENT: This item is placed on the agenda at the request of Commissioner Lednovich. City Manager Martin reported two related presentations from Passero & Associates on waterfront resiliency and from Marquis and Latimer on waterfront park development will be given at the September 15th City Commission Regular Meeting. A thirty-day electronic public comment period will follow culminating in a presentation at the October 26th City Commission Regular Meeting.

5.3 BEACHES: This item is placed on the agenda at the request of Vice Mayor Kreger who gave a detailed explanation of the Coastal Partnership Grant for the 5N replacement. Commissioner Ross disagreed with Vice Mayor Kreger's use of the grant and proposed the grant be used to devise a professional dune management plan and plant vegetation. Vice Mayor Kreger explained the adoption of the Army of Corps of Engineers plan and how he has acquired over \$2 million dollars for City dune management, storm water etc. and this grant is an opportunity to get materials, not another plan. Commissioner Ross believes a simple, consistent plan is needed to fix not create more dune problems. City Attorney Bach stated this is a discussion and the City has not decided on any action items. Commissioner Lednovich suggested a future resolution with dune expert presentations be considered. City Manager Martin stated an agenda item to approve the grant application is forthcoming at the

September 1, 2020 City Commission Regular Meeting. Vice Mayor Kreger reiterated the US Army Corps of Engineers plan and suggested getting Florida dune expert, Mr. Olson, to do a presentation.

5.4 MARINA: This item is placed on the agenda at the request of Commissioner Ross who stated final testing and inspections are being done and fuel should be available in the next two to three weeks and the repairs have begun on the docks.

5.5 OCEAN HIGHWAY AND PORT AUTHORITY (OHPA): This item is placed on the agenda at the request of Commissioner Ross who noted he attended the last OHPA meeting that discussed the correspondence from City Attorney Bach and the current situation with the channel. City Attorney Bach explained the intent of the letter was compliance with the law and a formal written response has not been received to date. A complaint has not been filed yet although outside counsel is compiling information and there is hope that an agreement can be worked out. Discussion ensued regarding the channel.

5.6 COVID-19: City Manager Martin noted the City is up to date on all COVID-19 emergency orders. Commissioner Lednovich commented recent test results indicate Nassau County is averaging eleven new cases per day which represents an 8% positivity rate however half as many people are being tested which he believes has led to the lower positivity rate. Commissioner Lednovich received two complaints related to the Green Turtle Tavern being over capacity with patrons not practicing social distancing or wearing masks. City Manager Martin stated the Florida Department of Business and Professional Regulation (DBPR) is the appropriate complaint department for those concerned with local businesses not observing Covid-19 guidelines. Commissioner Ross spoke with Nassau County School District Superintendent Dr. Kathy Burns who reported the Florida High School Athletic Association recently voted to allow team sports. The City has been approached by several area youth sports organizations requesting the City reopen its athletic fields. Commissioner Ross recommended written plans to allow organized youth sports on City owned fields be submitted to and approved by the Parks and Recreation Advisory Committee. Plans would need to follow an approved plan recommended by the State, regional and national youth organization or health department for each team sport. The plan would have to include a statement on the guidelines will be enforced, by whom, contain a statement on what will happen if the plan is not followed and before participating, the organization would have to obtain a waiver signed by parents/guardians before their child could participate. Following additional discussion, ***it was the consensus of the City Commission to discuss any submitted youth organization plans at the September 1st City Commission Regular Meeting.***

City Attorney Bach stated she would work with Parks and Recreation Director Nan Voit to ensure the necessary documentation is submitted for the September 1st City Commission Regular Meeting. City Attorney Bach commented Governor DeSantis extended the emergency order allowing for virtual meetings until October 1, 2020 and that the City's mask order is enforceable inside public and private schools.

5.7 ESCAMBIA STREET: Commissioner Ross gave a slide presentation and explained that slough is another word for marsh, and is the outfall of the wetland system that begins east of North 14th Street and flows west passing under the North 8th Street and Escambia Street and empties into Alligator Creek between the Port of Fernandina and WestRock mill, the entire system is within the city limits. The Florida Department of Environmental Protection will be testing the water as there are citizen concerns about the possibility of the presence of E. Coli among other contaminants, the Nassau County Department of Health should also be testing. Commissioner Lednovich noted an email he received from the St. Mary's Riverkeeper reporting that the slough was in poor condition. Vice Mayor Kreger concurred that there is a good plan to identify the problem and although it may be costly, there is a possibility of funding

from a volunteer group. Discussion ensued regarding costs, systems, and responsibility. City Manager Martin noted this has been an ongoing issue and the City Utility Department has not seen any definitive proof of failing septic systems that abut the Escambia slough, the Nassau County Department of Health has the responsibility to determine the root cause however they have not been responsive to concerns. Mayor Miller noted no formal action can be taken during discussion and recounted touring Egans Creek that has feral cats and other animals affecting the water quality. ***The consensus of the City Commission was to direct the City Manager to correspond with the Nassau County Department of Health to initiate Escambia slough water quality testing.***

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

ESCAMBIA SLOUGH: Clyde Davis, 2040 Oak Marsh Drive, former founding Director of the St. Mary's River Keeper organization devoted to water quality encompassing our watershed area. Over the past eighteen months elevated E. Coli levels have been present, the Florida Department of Environmental Protection is now testing the slough. The human side is that there is a resident with a failing system that needs assistance. The problem needs to be solved.

YOUTH SPORTS: Roger Martin, 1517 Atlantic Avenue, has a background in recreation and is speaking out about the hypocrisy on allowing City recreation sites such as gyms, pools and pickleball courts to be open to the highest at risk groups and is in support of reopening youth sports fields for team sports.

REOPENING PARKS: Tom Camera, 1518 Northpark Drive, wants parks reopened however it must be done successfully to prevent another shutdown and suggested having group sports with coaches and children only and well established ground rules, after two weeks parents/spectators could be with masks and social distancing rules, if rules are broken institute an immediate shutdown. More testing is needed although that comes at a price.

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

7.1 APPROVAL OF MINUTES: According to the agenda support documents, the Minutes of the July 7, 2020 Regular Meeting and July 21, 2020 Regular Meeting 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 2020-111 APPROVING A FACILITIES USE AGREEMENT WITH MERCEDES-BENZ USA, LLC FOR THE USE OF AIRPORT PROPERTY TO PRODUCE A DRIVER INSTRUCTIONAL VIDEO RELATED TO THE OPERATION OF ITS VEHICLES: According to the agenda support documents Resolution 2020-111 approves a Facilities Use Agreement with Mercedes-Benz USA, LLC for the production of a driver instructional video related to operation of its vehicles on August 24, 2020, at the Fernandina Beach Municipal Airport. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Lednovich, to approve Resolution 2020-111. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.3 RESOLUTION 2020-112 AWARDED BID #2020-07 FOR CHLORINE GAS AND SULFUR DIOXIDE TO ALLIED UNIVERSAL CORPORATION FOR FISCAL YEAR 2020/2021: According to the agenda support documents Resolution 2020-112 awards Bid #2020-07 to Allied Universal

Corporation for Chlorine Gas and Sulfur Dioxide. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Lednovich, to approve Resolution 2020-112. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

8. RESOLUTIONS

8.1 RESOLUTION 2020-113 RECOGNIZING MS. JOAN BEAN'S CIVIC SERVICE BY NAMING THE AUDITORIUM AT THE ATLANTIC AVENUE RECREATION CENTER, THE "MS. JOAN BEAN AUDITORIUM": According to the agenda support documents Resolution 2020-113 names the auditorium at the Atlantic Avenue Recreation Center, located at 2500 Atlantic Avenue, the "Ms. Joan Bean Auditorium." **A motion was made by Commissioner Lednovich, seconded by Vice Mayor Kreger, to approve Resolution 2020-113. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

8.2 RESOLUTION 2020-114 RECOGNIZING MR. ELMO MYERS' CIVIC SERVICE BY NAMING THE PECK CENTER RECEPTION ROOM, THE "ELMO MYERS/NASSAU COUNTY COMMUNITY DEVELOPMENT CORPORATION (NCCDC) RECEPTION ROOM": According to the agenda support documents Resolution 2020-114 names the Peck Center Reception Room located at 516 South 10th Street, the "Elmo Myers/Nassau County Community Development Corporation Reception Room." **A motion was made by Vice Mayor Kreger, seconded by Commissioner Lednovich, to approve Resolution 2020-114. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

8.3 RESOLUTION 2020-115 AWARDING BID #2020-08 TO AMELIA ISLAND MAINTENANCE FOR THE POOL DECK AND CENTRAL BREEZEWAY RESURFACING AT THE MARTIN LUTHER KING RECREATION CENTER: According to the agenda support documents Resolution 2020-115 awards Bid #2020-08 to Amelia Island Maintenance for resurfacing the pool deck and central breezeway resurfacing at the Martin Luther King Recreation Center in the amount of \$34,997. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Chapman, to approve Resolution 2020-115. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

8.4 RESOLUTION 2020-116 AWARDING RFP #2020-04 AWARDING RFP #2020-04 TO MCCALL TREE HEALTH AND CONSULTING, LLC, CASH'S TREE SERVICE LLC, FIRST COAST URBAN FORESTRY LLC, DAVEY RESOURCE GROUP: According to the agenda support documents Resolution 2020-116 awards RFP #2019-02 to eight vendors, as specified in the Request for Proposal. Authorizes the City Manager to prepare Professional Services Agreements with all responding vendors to perform on-call arborist services, on behalf of the City. *This item was removed from the agenda due to publication requirements not being satisfied.*

8.5 RESOLUTION 2020-117 APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS AND THE CITY OF FERNANDINA BEACH TO SHARE THE COST OF REPAIRING A FAILED STORMWATER SYSTEM ON PHEASANT LANE OFF OF CITRONA DRIVE: According to the agenda support documents Resolution 2020-117 approves an Interlocal Agreement with Nassau County Board of County Commissioners for a failed stormwater system on Pheasant Lane. City Attorney Bach gave a brief history of the stormwater concerns, residential sinkhole and shared City and County responsibility. It benefits the entire community that the water goes to right place. **A motion was made by Vice Mayor Kreger, seconded**

by Commissioner Lednovich, to approve Resolution 2020-117. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.

8.6 RESOLUTION 2020-118 APPROVING THE COOPERATIVE PURCHASE OF HARDWARE FROM FASTENAL IN AN AMOUNT NOT TO EXCEED \$22,000; APPROVING AN AMENDMENT TO THE BUDGET FOR FISCAL YEAR 2019/2020. According to the agenda support documents Resolution 2020-118 approves the cooperative purchase of underside deck hardware from Fastenal in an amount not to exceed \$22,000 and a budget transfer of \$22,000 from the Marina Contractual account to the Marina Repairs and Maintenance Building and Grounds account. **A motion was made by Commissioner Ross, seconded by Commissioner Lednovich, to approve Resolution 2020-118. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

9. ORDINANCES - FIRST READING

9.1 FIRST READING OF ORDINANCE 2020-28: City Attorney Bach read Ordinance 2020-28 by title only, which was as follows: “AN ORDINANCE OF THE City Commission of the City of Fernandina Beach, FLORIDA, ESTABLISHING AND AMENDING FEES FOR THE AIRPORT, 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.” According to the agenda support documents Ordinance 2020-28 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. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Lednovich, to approve Ordinance 2020-28.** Commissioner Ross expressed concerns including having two plats, preliminary and final. City Attorney Bach explained the concerns are being addressed with Planning and Conservation Director Kelly Gibson. Discussion ensued regarding fee schedules and parks and recreation use by non-City residents. **Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

9.2 FIRST READING OF ORDINANCE 2020-29: City Attorney Bach read Ordinance 2020-29 by title only, which was as follows: “AN ORDINANCE OF THE CITY OF FERNANDINA BEACH, 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.” According to the agenda support documents Ordinance 2020-29 amends Section 22 of the Code of Ordinances pertaining to permits. City Attorney Bach explained the Florida Building Code that allows local governments to pass technical amendments and gave details of the changes. **A motion was made by Commissioner Ross, seconded by Commissioner Lednovich, to approve Ordinance 2020-29.** Building Director Stephen Beckman explained the “housekeeping” in cleaning up language and a few changes to codes that will take effect December 2020. **Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

9.3 Legislative - FIRST READING OF ORDINANCE 2020-30: City Attorney Bach read Ordinance 2020-30 by title only, which was as follows: “AN ORDINANCE OF THE CITY OF FERNANDINA

BEACH, FERNANDINA BEACH, FLORIDA, STATING ITS INTENT TO AMEND ORDINANCE 2003-36 IN ACCORDANCE WITH THE RECOMMENDATIONS CONTAINED IN THE ADOPTED EVALUATION AND APPRAISAL REPORT BY RESOLUTION 2020-37; AND APPROVING THE TRANSMITTAL OF SUCH PROPOSED AMENDMENTS TO THE STATE LAND PLANNING AGENCY FOR REVIEW IN ACCORDANCE WITH SECTION 163.3184(3), FLORIDA STATUTES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.” According to the agenda support documents Ordinance 2020-30 approves transmittal of Evaluation and Appraisal Report (EAR) legislative required amendments related specifically to water supply facilities work plans, peril of flood, and seasonal population. City Attorney Bach explained the state requirements that must be incorporated into the City Comprehensive Plan. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Lednovich, to approve Ordinance 2020-30.** Following discussion regarding requirements, goals, and language, *the consensus of the Commission was to direct City Attorney Bach to change language reading “shalls” to “musts” or “wills”, as necessary.* **Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

10. ORDINANCES - SECOND READING

10.1 SECOND READING OF ORDINANCE 2020-23: FUTURE LAND USE MAP AMENDMENT - NON-CITY OWNED PROPERTIES - CHANGING THE CITY’S FUTURE LAND USE MAP TO ADD CONSERVATION AND RECREATION LANDS FOR PROPERTIES OWNED BY THE STATE OF FLORIDA, NASSAU COUNTY, AND OCEAN HIGHWAY AND PORT AUTHORITY, COLLECTIVELY TOTALING APPROXIMATELY 6.07 ACRES OF LAND; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. According to the agenda support documents Ordinance 2020-23 modifies non-City owned public parcels throughout the City to contain Conservation or Recreation Future Land Use Map categories. *This item was removed from the agenda due to publication requirements not being satisfied.*

10.2 SECOND READING OF ORDINANCE 2020-24: ZONING MAP AMENDMENT - NON-CITY OWNED PROPERTIES - CHANGING THE CITY’S ZONING MAP TO ADD CONSERVATION AND RECREATION LANDS FOR PROPERTIES OWNED BY THE STATE OF FLORIDA, NASSAU COUNTY, AND OCEAN HIGHWAY AND PORT AUTHORITY, COLLECTIVELY TOTALING APPROXIMATELY 6.07 ACRES OF LAND; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. According to the agenda support documents Ordinance 2020-24 modifies non-City owned public parcels throughout the City to contain Conservation or Recreation Zoning Map categories. *This item was removed from the agenda due to publication requirements not being satisfied.*

10.3 SECOND READING OF ORDINANCE 2020-25: FUTURE LAND USE MAP AMENDMENT - CITY OWNED PROPERTIES - CHANGING THE CITY’S FUTURE LAND USE MAP TO ADD CONSERVATION AND RECREATION LANDS FOR PROPERTIES OWNED BY THE CITY OF FERNANDINA BEACH, COLLECTIVELY TOTALING APPROXIMATELY 22.15 ACRES OF LAND; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. According to the agenda support documents Ordinance 2020-25 modifies City owned parcels throughout the City to contain Conservation or Recreation Future Land Use Map categories. *This item was removed from the agenda due to publication requirements not being satisfied.*

10.4 SECOND READING OF ORDINANCE 2020-26: ZONING MAP AMENDMENT - CITY OWNED PROPERTIES - CHANGING THE CITY’S ZONING MAP TO ADD CONSERVATION

AND RECREATION LANDS FOR PROPERTIES OWNED BY THE CITY OF FERNANDINA BEACH, COLLECTIVELY TOTALING APPROXIMATELY 22.15 ACRES OF LAND; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. According to the agenda support documents Ordinance 2020-26 modifies City owned parcels throughout the City to contain Conservation or Recreation Zoning Map categories. *This item was removed from the agenda due to publication requirements not being satisfied.*

11. BOARD APPOINTMENT

11.1 ARTS AND CULTURE NASSAU - three appointments: According to the agenda support documents, there were three appointments for Arts and Culture Nassau. **A motion was made by Commissioner Ross, seconded by Commissioner Lednovich, to approve the re-appointments of Ms. Fran Shea and Ms. Cathy DeCou and the appointment of Ms. Violet Boerescu to Arts and Culture Nassau. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

CITY MANAGER REPORTS:

VACATION: City Manager Martin will be on vacation August 19-23 and will not have access to email.

MEETING: City Manager Martin will make a presentation to the Nassau County Board of Commissioners (BOCC) Monday August 24th to request \$500,000 and encouraged the Commission to attend in solidarity.

HOLIDAY: City Manager Martin reported City offices will be closed Monday, September 7th, in observance of Labor Day.

BUDGET: City Manager Martin reminded of the budget City Commission Special Meetings Tuesday September 8th at 5:00pm and Tuesday, September 22nd at 5:00pm in chambers.

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

CITY CLERK REPORTS:

WASTEWATER, REFUSE AND/OR STORMWATER FEE EXEMPTION: City Clerk Best reported the wastewater, refuse, and/or stormwater fee exemption application deadline, approved by Resolution 2018-80, is being extended from September 1st to September 30th due to complications stemming from the Covid-19 pandemic.

MAYOR/COMMISSIONER COMMENTS:

DEDICATION: Commissioner Ross attended the Peck Gymnasium dedication ceremony honoring Coach Nelson P Williams Jr. and commended Parks and Recreation staff for the impeccable gym maintenance. Commissioner Chapman also attended the moving event.

THANK YOU: Commissioner Chapman thanked City Fire and Police Departments for their recent response to two separate significant fires noting the dangers and consequences involved and subsequently advocated for proposed Fire Station 2 renovations.

VACATION: Commissioner Lednovich recently returned from vacation and stated it is good to be home.

DEDICATION: Vice Mayor Kreger attended the recent “Coach Nelson P. Williams, Jr. Gymnasium” Peck Center dedication ceremony and remarked it was an impressive event he was honored to be a part of.

CONDOLENCES: Mayor Miller extended heartfelt condolences to the family of Mr. James Hooper for their recent loss.

ENCOURAGEMENT: Mayor Miller encouraged all to continue to hang in there during this crisis, be safe and to reach out to the Commissioners with any questions or concerns.

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

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, September 8, 2020 at 5:05 pm in the City Commission Chambers. Present were Mayor John A. Miller presiding, Vice Mayor Len Kreger, Commissioners Philip Chapman, Mike Lednovich and Chip Ross. Also present were City Manager Dale L. Martin, City Attorney Tammi Bach, and City Clerk Caroline Best.

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

4.1 STATEMENT REGARDING THE PERCENTAGE INCREASE IN MILLAGE OVER THE ROLLEDBACK RATE NECESSARY TO FUND THE BUDGET AND THE SPECIFIC PURPOSE FOR WHICH AD VALOREM TAX REVENUES ARE BEING INCREASED. I. MILLAGE RATE FOR OPERATION EXPENDITURES II. MILLAGE RATE FOR VOTER APPROVED DEBT:

City Attorney Bach read the truth and millage statement for fiscal year 2020/2021 which was as follows: “Prior to adoption of Resolution 2020-127 which sets the property tax millage rate for operating expenditures and sets the millage rate for voter approved debt Chapter 200.065 (4)(d) Florida statutes requires that the following statement be publicly announced; the taxing authority levying this property tax is the City Commission of the City of Fernandina Beach. The rollback rate is 5.2977 mills per \$1,000 of assessed value. The percentage increase is 3.22% over the rollback millage rate. The operating millage rate to be levied is 5.463 mills per \$1,000 of assessed value. The voter debt millage rate is .1553.”

- I. Millage rate for operation expenditures
- II. Millage rate for voter approved debt

4.2 4.2 FY 2020/2021 BUDGET: Vice Mayor Kreger recommended going for the full roll back rate and removing \$468,942 from the budget and suggested other possible cuts and reviewing staffing including the temporary Planning and Conservation Department position. City Manager Martin responded the Planning and Conservation position was originally proposed to be in the City Manager’s department to oversee the revision of the Land Development Code and Comprehensive Plan, the expenditure is approximately \$90,000 and is currently included in the budget. The Deputy City Manager position (funded at 75% from the enterprise fund) is to replace the retiring City Engineer who currently leads the Utilities Department. Commissioner Lednovich concurred with Vice Mayor Kreger and supports the rollback rate and stressed prudence with taxpayer assets considering the current COVID-19 and economic crises.

5. PUBLIC COMMENT:

BUDGET: Vicki Turner, 211 S. Wolfe Street, is in support of the rollback rate and removing non-essential items and asked the Commission to be considerate of our small city tax paying base.

BUDGET: David Sturges, 319 Benjamin Street, supports the rollback rate and appreciates Vice Mayor Kreger and Commissioner Lednovich ideas. Please consider residents on fixed incomes and the effects of COVID-19 yet to come.

BUDGET: Paul Lore, 2794 Longboat Drive, is advocating for a grant proposal for the non-profit veteran ocean row team that has partnered with the local Cross the Line, Canines for Warriors and Fire Watch that raises awareness and donations to provide resources, assist veterans and eliminate suicides.

BUDGET: Patti Clifford, 1747 Azalea Street, speaking on behalf of resident Jack Knocke who leads a small private group of concerned citizens regarding city taxes and spending, expressed disappointment in the budget proposal and Commissioners responses. Concerns include shared revenue estimates and the new proposed budget being unsustainable and not “in the spirit” of the rollback rate however there is confidence the Commission will improve the budget eliminating the need to attend the second budget hearing.

BUDGET: Ron Barone, 2735 Ocean Oaks Drive, the more voices heard may change viewpoints and echoing former public comments is in support of the rollback rate and also advocated for the veteran ocean row team as a “great cause”.

BUDGET: Bryn Byron, 1438 S. Fletcher Avenue, is in support of the rollback rate and urged the Commission, especially during the current crisis, to save money and be frugal for the future that may have unexpected issues.

ADJOURNMENT: There being no further business to come before the City Commission, the meeting was adjourned at 5:23pm.

ATTEST:

CAROLINE BEST
City Clerk

JOHN A. MILLER
Mayor-Commissioner

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2020-141
Pollworker Approval for the 2020 City Runoff Election

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2020-141

SYNOPSIS: Pursuant to Section 125 of the City Charter, Chapter 102.012 of the Florida Statutes, and the Municipal Election Agreement with the Nassau County Supervisor of Elections, the Nassau County Supervisor of Election's Office will provide training to all election workers. The City will employ and compensate elections poll workers directly for conducting the City Runoff Election, if necessary.

FISCAL IMPACT: Funding is allocated in the FY 20/21 budget in the City Clerk's Election account, 0011200 54912.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2020-141.

Caroline Best, City Clerk	9/2/2020
Nicole Bednar, Administrative Services Manager	9/3/2020
Dale L. Martin, City Manager	9/28/2020
Pauline Testagrose, Comptroller	9/29/2020
Tammi E. Bach, City Attorney	9/29/2020
Katie Newton, Legal Assistant	9/29/2020

Caroline Best

Date: September 02, 2020

Submitted By: Caroline Best, City Clerk

COMMISSION ACTION: Adopt

RESOLUTION 2020-141

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING THE POLL WORKERS FOR THE 2020 CITY RUNOFF ELECTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in accordance with City Charter Section 125 and Florida Statute Section 102.012, the City Commission shall make all necessary arrangements for conducting municipal elections and shall declare the results thereof; and

WHEREAS, the City Charter requires that Inspectors, Poll Workers, and Clerks of elections be appointed by the City Commission except that if the Commission shall fail to appoint them at least seven days before the date of any election, the Mayor may appoint them; and

WHEREAS, the Inspectors, Poll Workers, and Clerks will receive training from the Nassau County Supervisor of Elections Office and will be eligible to serve in the 2020 City Runoff Election; and

WHEREAS, the City Clerk requests that the City Commission approve the appointment of individuals to serve as Inspectors, Poll Workers, and Clerks in the upcoming City Runoff Election to be held on December 8, 2020, if necessary; and

WHEREAS, funding is budgeted and available in the City Clerk Elections account, 0011200 54912.

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 employment of Inspectors, Poll Workers, and Clerks for the 2020 City Runoff Election, if necessary.

SECTION 2. This Resolution shall become effective immediately upon adoption.

ADOPTED this 6th day of October, 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 2020-142
Voluntary Annexation Agreement - 3001 S. 14th Street

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2020-142.

SYNOPSIS: Property owners, William J. Barnett & Emily W. Vaughn, have completed the City of Fernandina Beach Voluntary Annexation Petition/ Wastewater Annexation Agreement Application pursuant to Chapter 171.044, Florida Statutes, for one parcel containing approximately 0.50 acres located 3001 S. 14th Street (Parcel ID 00-00-30-0262-0007-0000).

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

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

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2020-142.

Kelly Gibson, AICP, Planning Director	9/18/2020
Nicole Bednar, Administrative Services Manager	9/24/2020
Dale L. Martin, City Manager	9/28/2020
Pauline Testagrose, Comptroller	9/29/2020
Tammi E. Bach, City Attorney	9/29/2020

Date: September 03, 2020

Submitted By: Sylvie McCann, Administrative Coordinator

COMMISSION ACTION: Adopt

RESOLUTION 2020-142

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, APPROVING THE EXTENSION OF WASTEWATER SERVICES OUTSIDE THE CORPORATE LIMITS; ACCEPTING THE VOLUNTARY ANNEXATION PETITION FOR ONE PARCEL CONTAINING APPROXIMATELY 0.50 ACRES OF LAND LOCATED AT 3001 S. 14TH STREET; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, property owners, William J. Barnett & Emily w. Vaughn, have completed the City of Fernandina Beach Voluntary Annexation Petition/ Wastewater Annexation Agreement Application pursuant to Chapter 171.044, Florida Statutes, for one parcel containing approximately 0.50 acres located at 3001 S. 14th Street (Parcel ID Number: 00-00-30-0262-0007-0000); and

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

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

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

SECTION 1. The City Commission hereby authorizes the extension of wastewater services to the property owners identified, whose property is located outside the corporate limits of the City at 3001 S. 14th Street and noted as parcel 00-00-30-0262-0007-0000, and approves the Voluntary Annexation Petition, attached hereto as "Exhibit 1".

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

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

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

ADOPTED this 6th day of October, 2020.

CITY OF FERNANDINA BEACH

JOHN A. MILLER
Commissioner - Mayor

ATTEST:

APPROVED AS TO FORM AND LEGALITY:



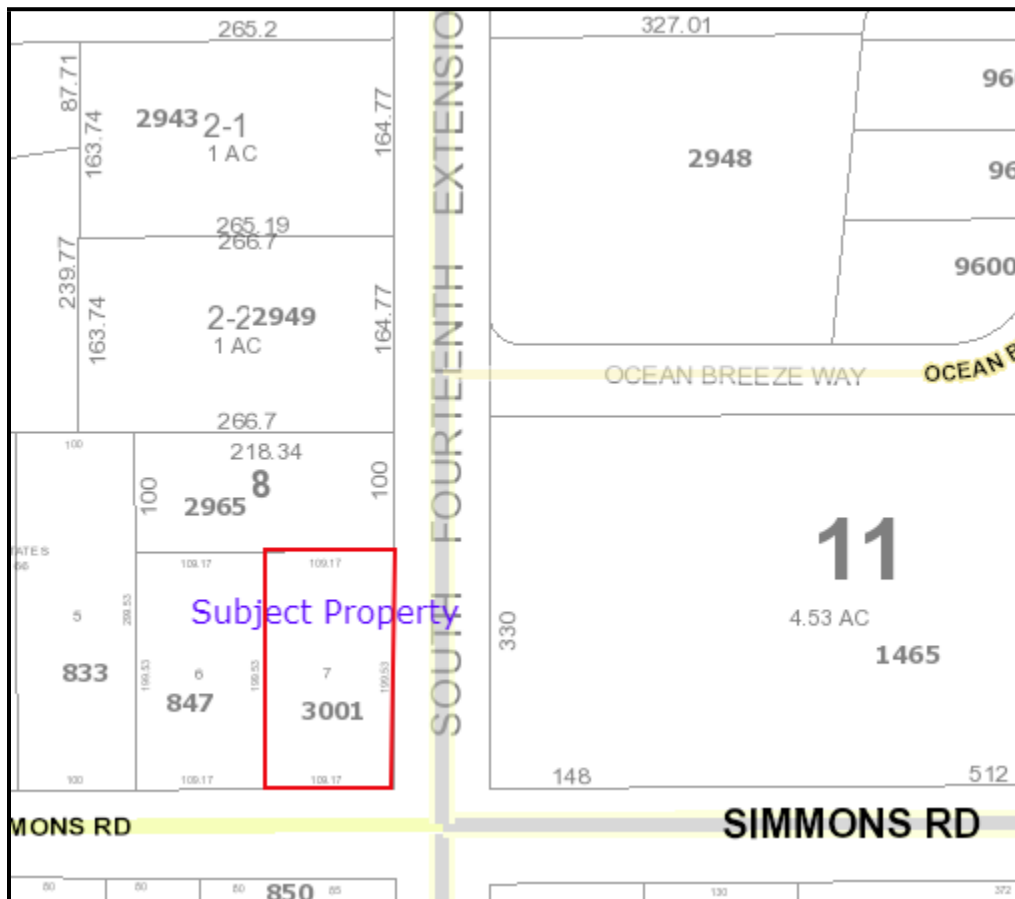
CAROLINE BEST
City Clerk

TAMMI E. BACH
City Attorney

EXHIBIT “1”

WATER AND SEWER AGREEMENT/ VOLUNTARY PETITION FOR ANNEXATION OF PARCEL ID
NUMBER: 00-00-30-0262-0007-0000 LOCATED AT 3001 S. 14TH STREET TOTALING
APPROXIMATELY 0.50 ACRES OF LAND

3001 S. 14TH STREET



CITY OF FERNANDINA BEACH
VOLUNTARY ANNEXATION AGREEMENT / PETITION FOR ANNEXATION

^{CIA}
~~September~~ ^{August} THIS VOLUNTARY ANNEXATION AGREEMENT / PETITION FOR ANNEXATION dated this 2 day of August, 2020 by and between the CITY OF FERNANDINA BEACH, a municipal corporation, (hereinafter referred to as "City"); and Emily W. Vaughn William J. Bennett (hereinafter collectively referred to as the "Applicants").

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

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

PARCEL ID#: 00-00-30-0262-0007-0000

GENERALLY DESCRIBED AS: Single Family Home

ADDRESSED AS: 3001 S. 14th ST, Fernandina Beach, FL 32034

See Attached Exhibit "A"

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

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

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

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

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

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:

TEBR

TAMMI E. BACH
City Attorney

APPLICANT(S)

By: Emily W Vaughn
Applicant

By: William Barnett
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 2nd day of September, 2020,

by Emily Vaughn and William Barnett.

Sylvie McCann
Notary Public

SYLVIE MCCANN
Printed Name
Expires

11/12/2020
My Commission

Personally Known _____ OR Produced Identification ☒ ID Produced: FL Drivers License

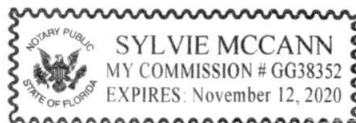


EXHIBIT A

NASSAU COUNTY PROPERTY APPRAISER
PARCEL REPORT

Notice of Proposed Property Taxes

NASSAU COUNTY TAXING AUTHORITY
96135 NASSAU PLACE, SUITE 4
YULEE, FL 32097

2020 REAL ESTATE PROPERTY



008223

P1 T19*****AUTO**5-DIGIT 32034
00-00-30-0262-0007-0000 HX 01
VAUGHN EMILY W &
BARNETT WILLIAM J (JTROS)
3001 SOUTH 14TH ST
FERNANDINA BEACH FL 32034-5207

DO NOT PAY THIS IS NOT A BILL

The taxing authorities which levy property taxes against your property will soon hold public hearings to adopt budgets and tax rates for the next year. The purpose of these public hearings is to receive opinions from the general public and to answer questions on the proposed tax changes and budget prior to taking final action. Each taxing authority may amend or alter its proposals at the hearing.

LEGAL DESCRIPTION

SEC 3 TWN 2N RNG 28
LOT 7
IN OR 1062/1754
GLYNDON ESTATES PB 5/366



SITUS ADDRESS

3001 14TH ST S
FERNANDINA BEACH

Taxing Authority	COLUMN 1*		COLUMN 2*		COLUMN 3*		PUBLIC HEARING INFORMATION A public hearing on the proposed taxes and budget will be held on:
	Tax Rate 2019	Your Property Taxes 2019	Tax Rate If No Budget Change is Adopted 2020	Your Property Taxes If No Budget Change is Adopted 2020	Tax Rate PROPOSED 2020	Your Property Taxes IF PROPOSED Budget is Adopted 2020	
008							
NASSAU COUNTY	7.4278	\$ 1,355.55	7.0208	\$ 1,318.82	7.4278	\$ 1,395.27	9/14/20 6PM COMMISSION CHAMBERS 96135 NASSAU PL YULEE, FL 32097
SCHOOL BOARD- STATE	3.8880	\$ 806.75	3.6716	\$ 781.48	3.7160	\$ 790.93	9/10/20 5:30PM 1201 ATLANTIC AVE FERNANDINA BEACH, FL 32034
SCHOOL BOARD - LOCAL	2.2480	\$ 466.45	2.1229	\$ 451.85	2.2480	\$ 478.47	9/10/20 5:30PM 1201 ATLANTIC AVE FERNANDINA BEACH, FL 32034
NA. CO. MUNICPL SERV FUND	2.3093	\$ 421.44	2.1872	\$ 410.85	2.3093	\$ 433.79	9/14/20 6PM COMMISSION CHAMBERS 96135 NASSAU PL YULEE, FL 32097
AMELIA ISL BEACH MSTU	.1021	\$ 18.63	.0960	\$ 18.03	.0960	\$ 18.03	9/14/20 6PM COMMISSION CHAMBERS 96135 NASSAU PL YULEE, FL 32097
ST JOHNS WTR MGMT DIST	.2414	\$ 44.05	.2287	\$ 42.96	.2287	\$ 42.96	9/08/20 5:05PM VIA ELECTRONIC MED SEE INSTRUCTIONS AT WWW.SJRWM.COM
FL INLAND NAVIGATION DIST	.0320	\$ 5.84	.0306	\$ 5.75	.0320	\$ 6.01	9/10/20 5:30PM FIND OFFICE LOCATED 1314 MARCINSKI RD, JUPITER, FL 33477
AMELIA ISLAND MOSQ CONTRL	.1412	\$ 25.77	.1331	\$ 25.00	.1412	\$ 26.52	9/16/20 5:30PM 2500 LYNDALE RD FERNANDINA BEACH, FL 32034
Total Property Taxes	16.3898	\$ 3,144.48	15.4909	\$ 3,054.74	16.1990	\$ 3,191.98	

Taxing Districts	Market Value		Assessed Value		Exemptions		Taxable Value	
	2019	2020	2019	2020	2019	2020	2019	2020
County	278,976	282,748	232,497	237,844	50,000	50,000	182,497	187,844
School	278,976	282,748	232,497	237,844	25,000	25,000	207,497	212,844
Other	278,976	282,748	232,497	237,844	50,000	50,000	182,497	187,844

Assessment Reductions	Applicable to:	Value
Save Our Homes	All Taxes	44,904

Exemptions	Applicable to:	Value
First Homestead	All Taxes	25,000
Additional Homestead	Non-School Taxes	25,000

* See reverse side for explanations.

* If you feel the market value of your property is inaccurate or does not reflect fair market value or if you are entitled to an exemption that is not reflected above contact your county property appraiser at 96135 NASSAU PL #4 YULEE, FL 32097 904-491-7300

* If the property appraiser's office is unable to resolve the matter as to market value, classification, or an exemption, you may file a petition for adjustment with the Value Adjustment Board. Petition forms are available from the county property appraiser and must be filed ON OR BEFORE **9/14/2020**.

* Your final tax bill may contain non-ad valorem assessments which may not be reflected on this notice such as assessments for roads, drainage, garbage,

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.

Vice Mayor Kreger wishes to reconsider this Resolution.

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.

Dale L. Martin, City Manager	9/28/2020
Pauline Testagrose, Comptroller	9/29/2020
Tammi E. Bach, City Attorney	9/29/2020
Katie Newton, Legal Assistant	9/29/2020

Date: September 22, 2020

Submitted By: Nicole Bednar, Administrative Services Manager

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: Resolution 2020-143
Amended and Extended Emergency Order - COVID-19 - Mandatory Masks

ITEM TYPE: Resolution (w/o fiscal impact)

REQUESTED ACTION: Consider Resolution 2020-143.

SYNOPSIS: The City Commission adopted Resolution 2020-94 on July 21, 2020, which extended the state of emergency due to COVID-19 and requires face coverings or masks in public places. Subsequently, the Commission adopted Resolution 2020-126, extending the order to October 6, 2020. Due to the ongoing nature of the pandemic, this amendment extends the order until November 6, 2020.

FISCAL IMPACT: None known

CITY ATTORNEY COMMENTS:

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2020-143.

Tammi E. Bach, City Attorney 9/22/2020

Dale L. Martin, City Manager 9/28/2020

Katie Newton, Legal Assistant 9/29/2020

Date: September 03, 2020

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION: Adopt

CITY OF FERNANDINA BEACH, FLORIDA CITY COMMISSION

EMERGENCY ORDER – COVID19-MANDATORY MASKS

RESOLUTION 2020-143

AMENDING AND EXTENDING RESOLUTION 2020-126 TO NOVEMBER 6, 2020

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (1) Every person over the age of six (6) who is in a public indoor space must wear a face mask or covering.
- (2) Every operator, employee, customer or patron of a business establishment must wear a face mask or covering at all times while indoors at that business establishment unless wearing a face mask or covering significantly interferes with the provision or receipt of goods or services offered or received at that establishment (i.e. patrons at a restaurant, patrons at fitness centers and yoga studios, clients at a barber shop or hair salon, patients at a dentist’s office).
- (3) Public safety, fire, law enforcement, and other life safety personnel are exempted from this requirement, as their personal protective equipment requirements will be governed by their respective agencies.
- (4) Due to the continuing public health emergency caused by the COVID-19 virus, the City Commission hereby extends the local state of emergency declared via Resolution

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

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

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

EFFECTIVE DATE. This Emergency Order Resolution 2020-94 shall be effective immediately upon executing and will expire on ~~October 6, 2020~~ **November 6, 2020** at 11:59PM unless extended by subsequent order.

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

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

ADOPTED this 6th day of October, 2020 with a quorum present and voting.

ATTEST:

CITY OF FERNANDINA BEACH

Caroline Best
City Clerk

John A. Miller
Commissioner – Mayor

APPROVED AS TO FORM AND LEGALITY:



Tammi E. Bach
City Attorney

END OF EMERGENCY ORDER

CITY OF FERNANDINA BEACH, FLORIDA CITY COMMISSION

EMERGENCY ORDER – COVID19-MANDATORY MASKS

RESOLUTION 2020-94

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (1) Every person over the age of six (6) who is in a public indoor space must wear a face mask or covering.
- (2) Every operator, employee, customer or patron of a business establishment must wear a face mask or covering at all times while indoors at that business establishment unless wearing a face mask or covering significantly interferes with the provision or receipt of goods or services offered or received at that establishment (i.e. patrons at a restaurant, patrons at fitness centers and yoga studios, clients at a barber shop or hair salon, patients at a dentist’s office).
- (3) Public safety, fire, law enforcement, and other life safety personnel are exempted from this requirement, as their personal protective equipment requirements will be governed by their respective agencies.
- (4) Due to the continuing public health emergency caused by the COVID-19 virus, the City Commission hereby extends the local state of emergency declared via Resolution

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

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

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

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

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

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

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

ATTEST:

CITY OF FERNANDINA BEACH



Caroline Best
City Clerk



John A. Miller
Commissioner – Mayor

APPROVED AS TO FORM AND LEGALITY:



Tammi E. Bach
City Attorney

END OF EMERGENCY ORDER

CITY OF FERNANDINA BEACH, FLORIDA CITY COMMISSION

EMERGENCY ORDER – COVID19-MANDATORY MASKS

RESOLUTION 2020-126

AMENDING AND EXTENDING RESOLUTION 2020-94 TO OCTOBER 6, 2020

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (1) Every person over the age of six (6) who is in a public indoor space must wear a face mask or covering.
- (2) Every operator, employee, customer or patron of a business establishment must wear a face mask or covering at all times while indoors at that business establishment unless wearing a face mask or covering significantly interferes with the provision or receipt of goods or services offered or received at that establishment (i.e. patrons at a restaurant, patrons at fitness centers and yoga studios, clients at a barber shop or hair salon, patients at a dentist’s office).
- (3) Public safety, fire, law enforcement, and other life safety personnel are exempted from this requirement, as their personal protective equipment requirements will be governed by their respective agencies.
- (4) Due to the continuing public health emergency caused by the COVID-19 virus, the City Commission hereby extends the local state of emergency declared via Resolution

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

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

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

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

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

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

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

ATTEST:

CITY OF FERNANDINA BEACH



Caroline Best
City Clerk



John A. Miller
Commissioner – Mayor

APPROVED AS TO FORM AND LEGALITY:



Tammi E. Bach
City Attorney

END OF EMERGENCY ORDER

Mission:

To protect, promote & improve the health of all people in Florida through integrated state, county & community efforts.



Ron DeSantis
Governor

Scott A. Rivkees, M.D.
State Surgeon General

Vision: To be the Healthiest State in the Nation

2020 JUL 21 AM 8:00

OFFICE OF THE SURGEON GENERAL

**STATE OF FLORIDA
DEPARTMENT OF HEALTH
PUBLIC HEALTH ADVISORY**

In Re:

UPDATED MEASURES TO ENSURE
PROTECTION OF PUBLIC HEALTH
IN RESPONSE TO COVID-19

WHEREAS, on March 25, 2020, I issued a public health advisory relating to protective measures for vulnerable populations, gatherings of private citizens and density of the workforce; and

WHEREAS, on May 4, 2020, Governor Ron DeSantis implemented Phase 1 of Florida's recovery, a plan in which the Governor's Task Force recommended encouraging individuals to limit their personal interactions outside of the home, permitting certain personal services to resume in the State of Florida, and advising individuals to wear face coverings in instances in which social distancing is impractical; and

WHEREAS, on June 5, 2020, Governor Ron DeSantis implemented Phase 2 of Florida's recovery plan for the majority of Florida's counties, encouraging individuals to follow appropriate social distancing and safety protocols issued by the Centers for Disease Control and Prevention (CDC) and the Occupational Safety and Health Administration (OSHA) in their personal interactions outside of the home; and

WHEREAS, on June 20, 2020, I issued an updated public health advisory relating to face coverings, protective measures for vulnerable populations, and gatherings of private citizens; and

WHEREAS, as of July 16, 2020, Florida is seeing increases in positive cases, increases in the positivity rate, and increases in hospitalizations from COVID-19; and

WHEREAS, the Florida Department of Health is advising everyone to “Avoid the 3 Cs, that is, to avoid “Closed Spaces,” avoid “Crowded Places,” avoid “Close-Contact Settings,” and to wear a mask; and

WHEREAS, pursuant to the authority granted in Section 381.00315(1), Florida Statutes, I, Scott A. Rivkees, M.D., as State Surgeon General and State Health Officer, determine that a public health advisory is necessary as a result of COVID-19 to protect the public health and safety, and hereby issue the following public health advisory, which shall serve to update and supplement the public health advisories issued on March 25, 2020, and June 20, 2020.

FACE COVERINGS

Every individual in Florida should wear a face covering over the nose and mouth in any setting where social distancing is not possible, both indoors and outdoors, subject to the exceptions below. Businesses and organizations are encouraged to require individuals who enter the premises to wear a face covering, subject to the exceptions below. Many counties and municipalities have issued directives requiring individuals to wear face coverings, and such directives should include the following exceptions.

Face coverings should not be worn by:

- A child under two years of age;
- An individual with one or more medical conditions or disabilities that prevent wearing a face covering;
- An individual obtaining a service involving the nose or face for which temporary removal of the face covering is necessary to perform the service;

- An individual working in a profession where use of a face covering will not be compatible with the duties of the profession; or
- An individual engaged in outdoor work or recreation with appropriate social distancing.

Face coverings may reduce disease transmission by an individual who is infected but has no symptoms and an individual who has symptoms. The face covering may reduce the infectious particles that are released into the air when an individual speaks, coughs, or sneezes. A face covering may also serve to protect individuals by reducing the concentration of particles that are inhaled. All individuals should follow CDC guidelines on what type of face coverings are available and should be utilized.

Face coverings are not a substitute for social distancing, washing your hands, and staying home when you are ill. All of these mitigation measures should be carefully followed together to reduce the spread of COVID-19.

GATHERINGS

All individuals should refrain from participation in social or recreational gatherings of more than 10 people. For all gatherings of fewer than 10 people, individuals should practice social distancing by maintaining a distance of at least six feet from each other and wear a face covering.

VULNERABLE POPULATIONS

All individuals over the age of 65 and all individuals of any age with high-risk health conditions should limit personal interactions outside of the home and take all measures to limit the risk of exposure to COVID-19. These measures include, but are not limited to: distancing any unavoidable personal contact by a minimum of six feet; wearing a face covering when social distancing is not possible; washing hands often with soap and water for at least 20 seconds, or using hand sanitizer with at least 60% alcohol; avoiding unnecessary touching of

eyes, nose, and mouth, and washing hands prior to doing so; and cleaning and disinfecting high-touch surfaces, including entryway door handles.

High-risk health conditions include, but are not limited to: chronic lung disease; moderate to severe asthma; serious heart conditions; immunocompromised status (as a result of cancer treatment, bone marrow or organ transplant, immune deficiencies, poorly controlled HIV or AIDS, or prolonged use of corticosteroids and other immune weakening medications); cancer; severe obesity (body mass index [BMI]>40); diabetes; renal failure; and liver disease.

Issued this 20th day of July 2020, in Department of Health offices, Tallahassee, Leon County, Florida.

A handwritten signature in black ink, appearing to read "Scott Rivkees", is positioned above a horizontal line.

Scott A. Rivkees, M.D.
State Surgeon General

STATE OF FLORIDA

OFFICE OF THE GOVERNOR

EXECUTIVE ORDER NUMBER 20-244

(Phase 3; Right to Work; Business Certainty; Suspension of Fines.)

WHEREAS, on March 9, 2020, I issued Executive Order 20-52 declaring a state of emergency for the entire State of Florida as a result of COVID-19; and

WHEREAS, on April 29, 2020, I issued Executive Order 20-112 initiating Phase 1 of the Safe. Smart. Step-by-Step. Plan for Florida's Recovery; and

WHEREAS, on May 14, 2020, I issued Executive Order 20-123 for Full Phase 1; and

WHEREAS, on June 3, 2020, I issued Executive Order 20-139 initiating Phase 2 of the Safe. Smart. Step-by-Step. Plan for Florida's Recovery.

WHEREAS, the State of Florida has suffered economic harm as a result of COVID-19-related closures, exacerbating the impacts of the State of Emergency, and Floridians should not be prohibited by local governments from working or operating a business.

NOW, THEREFORE, I, RON DESANTIS, as Governor of Florida, by virtue of the authority vested in me by Article IV, Section (1)(a) of the Florida Constitution and Chapter 252, Florida Statutes, and all other applicable laws, promulgate the following Executive Order:

Section 1. Phase 3

This order supersedes and eliminates any and all restrictions of Executive Orders 20-112, 20-123 and 20-139, as well as Executive Orders 20-192, 20-214 and 20-223, except as modified herein.

Section 2. Right to Work and Operate a Business

No COVID-19 emergency ordinance may prevent an individual from working or from operating a business. This preemption is consistent with Executive Order 20-92.

Section 3. Restaurants

Pursuant to Chapter 252, including sections 252.36(5)(b), (g) and (h), Florida Statutes, and in order to safeguard the economic vitality of this state, any restaurant may operate as set forth below.

- A. Restaurants, including any establishment with a food service license, may not be limited by a COVID-19 emergency order by any local government to less than fifty percent (50%) of their indoor capacity. If a restaurant is limited to less than one hundred percent (100%) of its indoor capacity, such COVID-19 emergency order must on its face satisfy the following:
 - i. quantify the economic impact of each limitation or requirement on those restaurants; and
 - ii. explain why each limitation or requirement is necessary for public health.
- B. Nothing in this order preempts or supersedes a non-COVID-19 municipal or county order.

Section 4. Suspension of COVID-19-related Individual Fines and Penalties

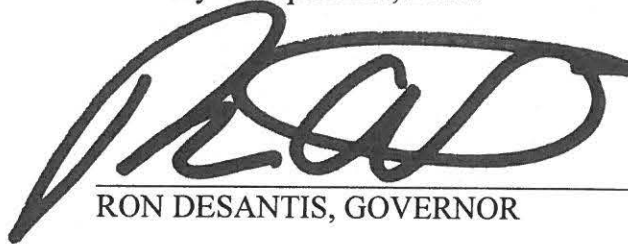
This order, consistent with Executive Order 20-92, suspends the collection of fines and penalties associated with COVID-19 enforced upon individuals.

Section. 5 Effective Date

This order is effective immediately.



IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Florida to be affixed, at Tallahassee, this 25th day of September, 2020.



RON DESANTIS, GOVERNOR

ATTEST:



SECRETARY OF STATE

FILED
2020 SEP 25 PM 4:06
TALLAHASSEE, FLORIDA

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Resolution 2020-144
Memorandum of Understanding (MOU) - 8 Flags Playscapes

ITEM TYPE: Resolution (w/o fiscal impact)

REQUESTED ACTION: Consider Resolution 2020-144.

SYNOPSIS: This Memorandum of Understanding (MOU) describes the understanding of the City and 8 Flags Playscapes in the joint effort to construct the new park at Simmons Road as approved by the City Commission in Resolution 2019-189. This MOU is retroactively effective on May 1, 2019, when 8 Flags Playscapes began working with the City on the Simmons Road Park project.

FISCAL IMPACT: None

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2020-144.

Tammi E. Bach, City Attorney 9/23/2020

Dale L. Martin, City Manager 9/28/2020

Date: August 28, 2020

Submitted By: Katie Newton, Legal Assistant

COMMISSION ACTION: Adopt

RESOLUTION 2020-144

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF FERNANDINA BEACH AND 8 FLAGS PLAYSCAPES FOR THE DESIGN AND CONSTRUCTION OF SIMMONS ROAD PARK; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fernandina Beach seeks to serve the community by designing and constructing a new park on Simmons Road; and

WHEREAS, the City Commission approved Resolution 2019-189 approving a plan for the proposed park; and

WHEREAS, 8 Flags Playscapes, Inc. is a charitable organization that designs and constructs universally accessible parks; and

WHEREAS, the City and 8 Flags Playscapes have successfully worked on several park projects previously, including parks at Egan's Creek and Pirate's Playground Park; and

WHEREAS, the parties have been collaborating on the Simmons Road Park project since May 1, 2019, and desire to formalize the understanding between the parties.

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 Memorandum of Understanding (MOU) effective retroactive to May 1, 2019, attached hereto as Exhibit "A", and authorizes the City Manager and City Clerk to execute such agreement upon review and approval of the City Attorney.

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

ADOPTED this 6th day of October, 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

**MEMORANDUM OF UNDERSTANDING ("MOU") BETWEEN THE CITY OF FERNANDINA BEACH AND
EIGHT FLAGS PLAYSCAPES, INC., A NOT FOR PROFIT CORPORATION FOR DESIGN, CONSTRUCTION
MANAGEMENT ASSISTANCE AND PRIVATE DONATIONS FUNDING FOR**

SIMMONS ROAD PARK

WHEREAS, the City of Fernandina Beach (The "City"), a municipal corporation under Florida state law, seeks to serve the people of its community by designing and constructing a new park on Simmons Road in the southernmost part of the City which park will have accessible and inclusive play structures and educational activities focusing on the natural environment (the "Park");

WHEREAS, 8 Flags Playscapes, Inc. ("Playscapes"), a 501(c)3 charitable corporation has the mission of, "The enhancement of our community through the development of recreational environments that are universally accessible to all," and it primarily achieves its mission through the design and construction of parks that are universally accessible to all;

WHEREAS, both parties have agreed the design and construction of a universally accessible park on the south end of the City serves to meet the goals of the most recent approved Parks and Recreation Master Plan and the mission of Playscapes.

THE PARTIES AND THE PURPOSE OF THE MEMORANDUM OF UNDERSTANDING HAVING BEEN DULY IDENTIFIED ABOVE, THE GENERAL PROVISIONS OF THIS MOU ARE AS FOLLOWS:

1. Term. This MOU shall be in effect until December 31st, 2020, or until the new Simmons Road Park is open to the public, whichever is later. This MOU may be extended at any time under the simple, mutual written agreement of both parties.
2. Mutual Cooperation. In all aspects of this MOU, both parties agree to mutual and friendly cooperation in the design and construction of the Park; to not withhold any valuable information related to the design and construction of the Park and to provide any relevant information to the other in a reasonably prompt and discernable manner, and; to carry out faithfully all responsibilities and actionable items enumerated in this MOU.
3. Responsibilities of PLAYSCAPES. In engaging in this MOU Playscapes agrees to do the following:
 - a. Playscapes understands that it has no independent authority to engage contracts or other forms of agreement on behalf of the City without the City's express written permission. Playscapes understands and agrees that it cannot bind the City to any financial obligation through contracts or implied contracts;
 - b. Playscapes agrees to provide in-kind design services and assist with construction planning and installation of the Park and components of the Park, including but not necessarily limited to accessible and inclusive play structures and educational activities;
 - c. Playscapes will assist in the selection of accessible and inclusive play structures and educational activities to be used in the Park;
 - d. Playscapes will provide some private funding to supplement construction and development costs to the City; and

- e. Playscapes will coordinate volunteer and in-kind efforts to assist with construction of the Park.
4. Responsibilities of the City. In engaging in this MOU the City agrees to do the following:
- a. The City agrees to provide the project funding for the Park, up to \$400,000.
 - b. The City further agrees that it is responsible for design, construction, installation and maintenance, in perpetuity, for the Park. The City is the final decision-maker for all aspects of the Park from location, design, purchasing of components such as inclusive play structures, installation, permitting, inspections, constructions and certificate of occupancy(s).
5. Non-Binding MOU. Both parties recognize that as an MOU the terms of this MOU are non-binding, and that neither party can financially or contractually obligate the other without their express written agreement. However, both parties agree that as a foundation of the partnership that they will both act in good faith to meet their responsibilities and obligations herein, and to work cooperatively in a prompt and straightforward manner.
6. Indemnification. To the extent permitted by Florida law, the City agrees to indemnify, hold harmless, and defend Playscapes, its officers, directors, employees, agents and representatives from and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, arising directly or indirectly out of or in connection with any negligent and/or deliberate act or omission of the City, its commissioners, mayor, officers, employees, agents, and representatives; provided however, the City shall have no obligation hereunder to indemnify, defend or hold harmless Playscapes for any such losses, damages, and claims of any kind arising out of, directly or indirectly, or in connection with the negligent and/or deliberate acts of omissions of Playscapes. The City's liability hereunder shall include all reasonable attorney's fees and costs incurred by Playscapes in the enforcement of this indemnification provision in the event Playscapes prevails in such enforcement action. In the event Playscapes does not prevail in its enforcement of this indemnification provision, Playscapes shall reimburse the City for all reasonable attorney's fees and costs incurred by the City to defend such enforcement action. Nothing contained in the foregoing indemnification shall be construed to be a waiver of any immunity or limitation of liability the City may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.
7. Insurance. Playscapes must maintain continuously at Playscapes' sole expense, the following insurance:
- a. Comprehensive general liability insurance in the minimum amount of Five Hundred Thousand Dollars \$500,000.00. Playscapes agrees to notify City in writing as soon as practicable of any claim, demand or action arising out of an occurrence covered by insurance of which Playscapes has knowledge, and to cooperate with City in the investigation and defense thereof.

8. Termination. This MOU is immediately terminable by either party, at either time, via a simple written notification provided by the person or authority executing the MOU.

9. Effective Date. This MOU is effective retroactive to 5/19, 2019.

Signature: _____ Date: _____ Dale Martin City Manager City of Fernandina Beach	Signature: <u>Trey Warren</u> Date: <u>8/28/2020</u> Trey Warren President 8 Flags Playscapes, Inc.
--	---

ATTEST:

APPROVED AS TO FORM AND LEGALITY:

Caroline Best, City Clerk

TEBR

Tammi E. Bach, City Attorney

RESOLUTION 2019-189

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING THE SIMMONS ROAD PARK PLAN; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City's Parks and Recreation Master plan (2015) identified a need for additional recreation facilities in the southern part of the City; and

WHEREAS City Commission supported a 2019 State grant application for the development of a park on City-owned property located adjacent to Simmons Road; and

WHEREAS, the State grant program was ultimately not funded, the City Commission nonetheless approved the total funding of the proposed park through Parks and Recreation Impact fees (\$400,000); and

WHEREAS, a site plan for the proposed park was developed with professional and volunteer assistance; and

WHEREAS, the Parks and Recreation Advisory Committee met on October 8, 2019, and recommended approval of the proposed park design.

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 Simmons Road Park Plan (to be attached as Exhibit "1"), conditioned upon review and approval by the City's Technical Review Committee, and confirms the budgeted appropriation.

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

ADOPTED this 19th day of November, 2019.

CITY OF FERNANDINA BEACH



JOHN A. MILLER
Commissioner-Mayor

ATTEST:



CAROLINE BEST
City Clerk

APPROVED AS TO FORM & LEGALITY:



TAMMI E. BACH
City Attorney

Engineering Plans

For

Simmon's Road Park

for

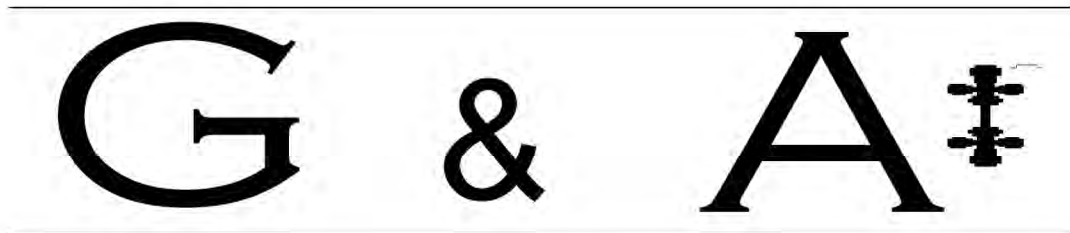
City of Fernandina Beach
Parks and Recreation Department

Fernandina Beach, FL

Gillette & Associates, Inc.

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

20 South 4th Street Amelia Island, Florida 32034
Phone: (904) 261-8819



Issue Date:
August 21, 2019
Revision Date:
January 15, 2020

COFB SPR
No.: 2019-03

G&A Project
No.:19-10-08

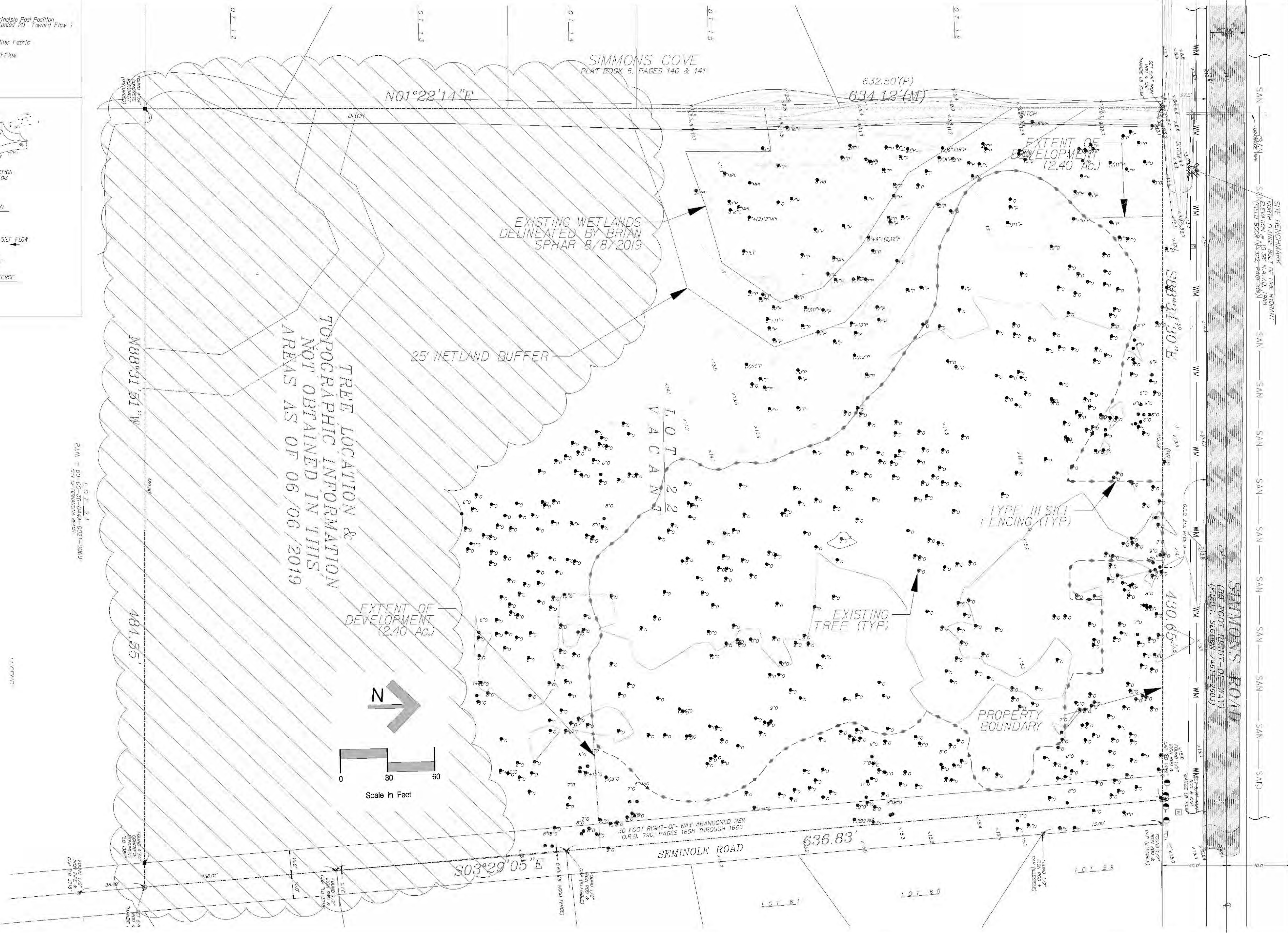
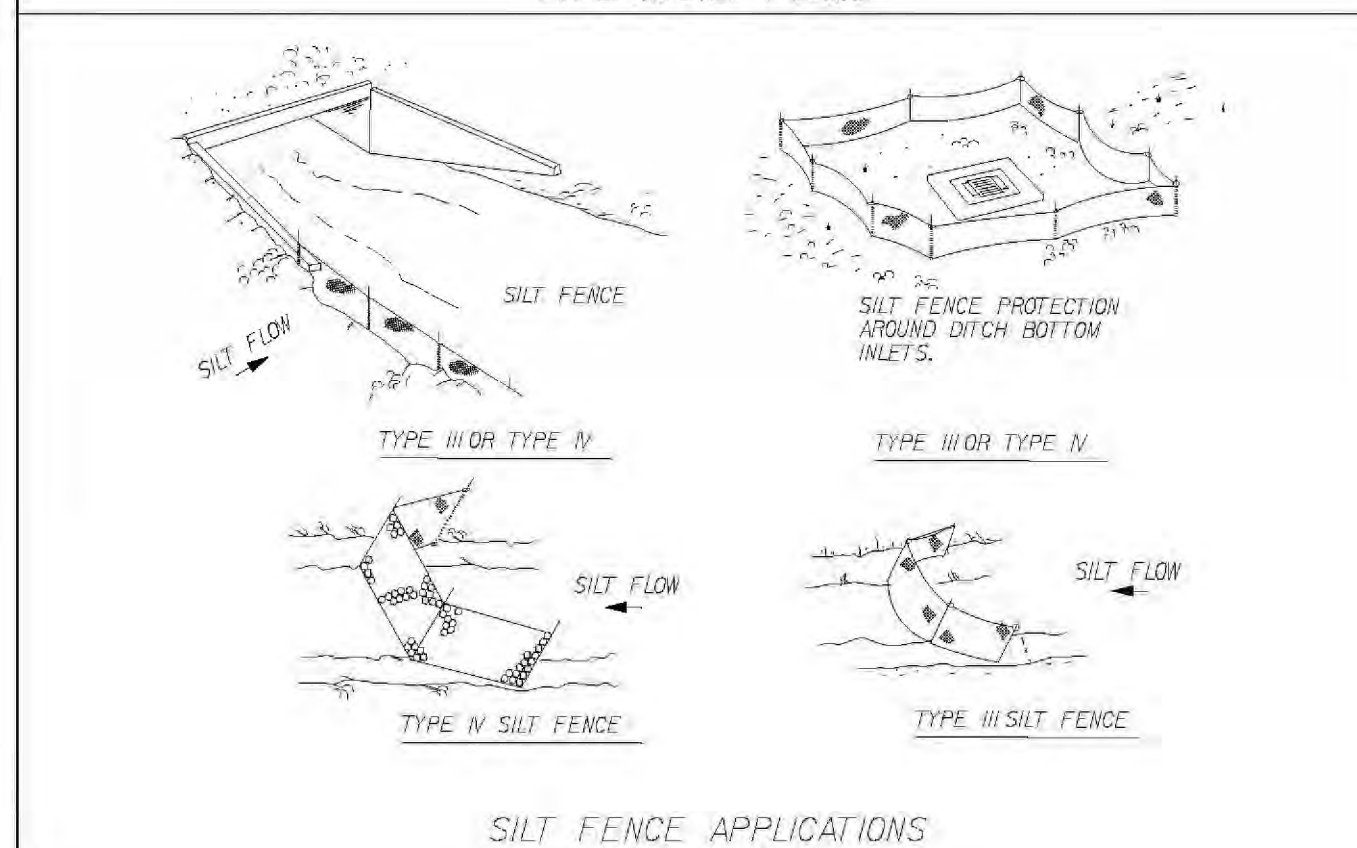
Simmon's Road Park

FOR

City of Fernandina Beach
Parks and Recreation Department

BY

RELEASED FOR CONSTRUCTION



LEGEND:

	SILT FENCE
	PROPERTY BOUNDARY

70			
9			
8			
7			
6			
5			
4			
3			
2	LA	01/15/20	REVISED PER COFB TRC COMMENTS
1	LA	12/3/19	TRC RESUBMITTAL REVISED SITE PLAN
0	LA	8/21/19	TRC SUBMITTAL
No.	By	Date	REVISION

Scale: 1" = 30'	
Project Mgr: AG	GILLETTE & ASSOCIATES, INC. 20 SOUTH HIGH STREET FERNANDINA BEACH, FL 32034
Designed by: AG	CERTIFICATE OF AUTHORIZATION NO.9332
Drawn by: LA	ASA R GILLETTE, PE FL PL NO.56177
QA/QC: AGLA	DO NOT SCALE THIS DRAWING - DIMENSIONS AND NOTES TAKE PREFERENCE. DRAWING IS REDUCED IF LESS THAN 22" x 34"

CITY OF FERNANDINA
BEACH

SIMMONS ROAD PARK

PREDEVELOPMENT PLAN

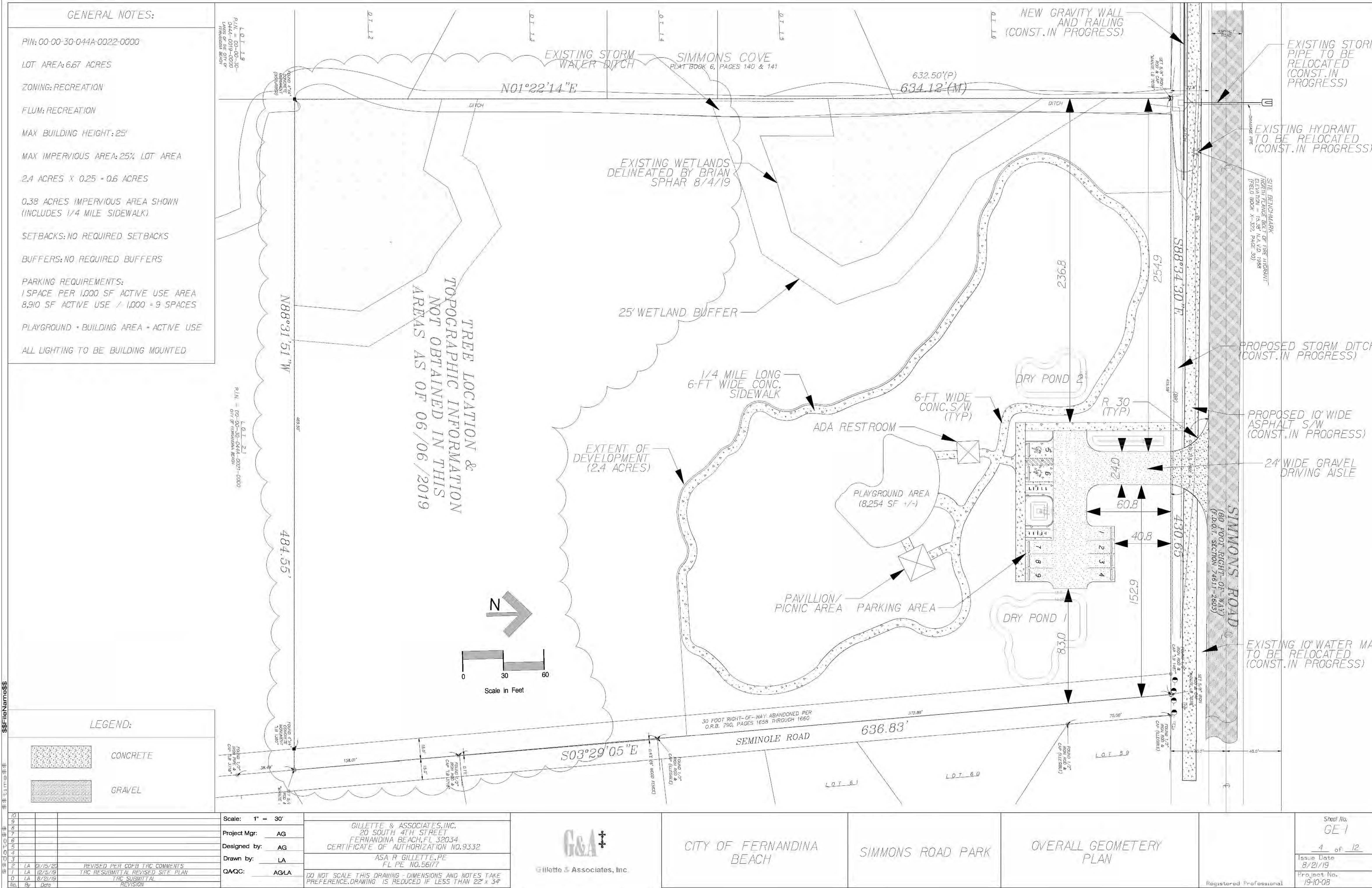
Registered Professional

Sheet No.
PRE-1

1 of 12

Issue Date	9/1/2018
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Project No.	19-10-08
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GENERAL NOTES:

PIN: 00-00-30-044A-0022-0000

LOT AREA: 6.67 ACRES

ZONING: RECREATION

FLUM: RECREATION

MAX BUILDING HEIGHT: 25'

MAX IMPERVIOUS AREA: 25% LOT AREA

2.4 ACRES X 0.25 = 0.6 ACRES

0.38 ACRES IMPERVIOUS AREA SHOWN
(INCLUDES 1/4 MILE SIDEWALK)

SETBACKS: NO REQUIRED SETBACKS

BUFFERS: NO REQUIRED BUFFERS

PARKING REQUIREMENTS:

1 SPACE PER 1,000 SF ACTIVE USE AREA
8,910 SF ACTIVE USE / 1,000 = 9 SPACES

PLAYGROUND + BUILDING AREA = ACTIVE USE

ALL LIGHTING TO BE BUILDING MOUNTED

LEGEND:

- CONCRETE
- GRAVEL

Scale: 1" = 30'

Project Mgr: AG

Designed by: AG

Drawn by: LA

QA/QC: AGLA

GILLETTE & ASSOCIATES, INC.
20 SOUTH 4TH STREET
FERNANDINA BEACH, FL 32034
CERTIFICATE OF AUTHORIZATION NO. 9332

ASA R GILLETTE, PE
FL PE NO. 56177

DO NOT SCALE THIS DRAWING - DIMENSIONS AND NOTES TAKE
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Gillette & Associates, Inc.

CITY OF FERNANDINA
BEACH

SIMMONS ROAD PARK

OVERALL GEOMETRY
PLAN

Sheet No.
GE-1

4 of 12

Issue Date
8/21/19

Project No.
19-10-08

Registered Professional

GENERAL NOTES:

PIN: 00-00-30-044A-0022-0000

LOT AREA: 6.67 ACRES

ZONING: RECREATION

FLUM: RECREATION

MAX BUILDING HEIGHT: 25'

MAX IMPERVIOUS AREA: 25% LOT AREA

$2.40 \text{ ACRES} \times 0.25 = 0.6 \text{ ACRES}$

0.38 ACRES IMPERVIOUS AREA SHOWN

- 0.13 ACRES GRAVEL
- 0.23 ACRES CONCRETE
- 0.02 ACRES BUILDINGS

SETBACKS: NO REQUIRED SETBACKS

BUFFERS: NO REQUIRED BUFFERS

PARKING REQUIREMENTS:

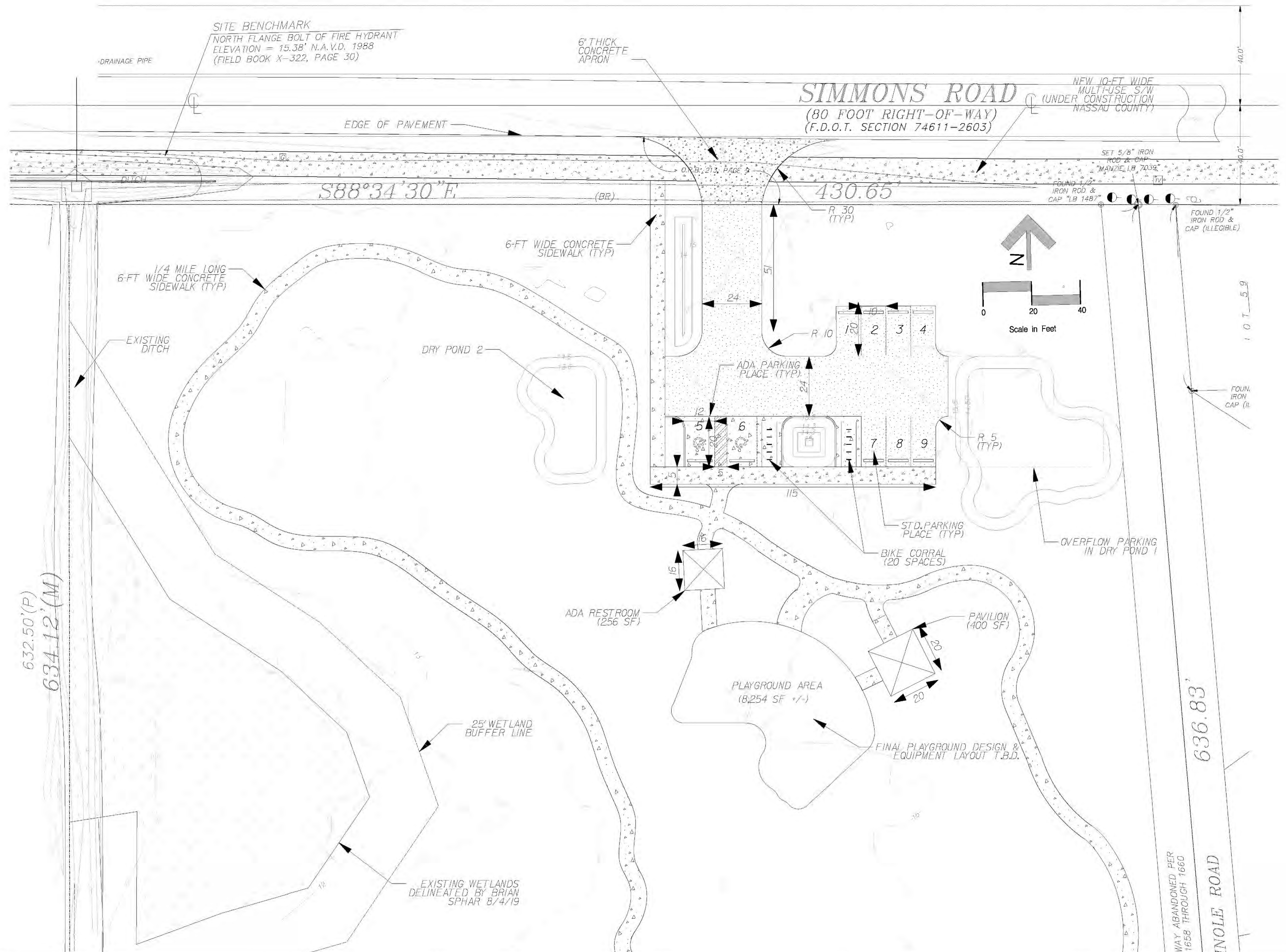
1 SPACE PER 1,000 SF ACTIVE USE AREA

$8,910 \text{ SF ACTIVE USE} \div 1,000 = 9 \text{ SPACES}$

PLAYGROUND AREA + BUILDING AREA = ACTIVE USE AREA

ALL LIGHTING TO BE BUILDING MOUNTED

ALL LIGHTING TO BE BUILDING MOUNTED



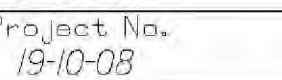
LEGEND:

	CONCRETE
	GRAVEL

10			
9			
8			
7			
6			
5			
4			
3			
2	LA	0/15/20	REVISED PER COFB TRC COMMENTS
1	LA	12/5/19	TRC RESUBMITAL REVISED SITE PLAN
0	LA	8/21/19	TRC SUBMITAL
No.	By	Date	REVISION

QA/QC: AGL

DO NOT SCALE THIS DRAWING - DIMENSIONS AND NOTES TAKE PREFERENCE. DRAWING IS REDUCED IF LESS THAN 22" x 34"



Registered Professional

GENERAL NOTES:

PIN: 00-00-30-044A-0022-0000

LOT AREA: 6.67 ACRES

MAX IMPERVIOUS AREA: 25% LOT AREA

2.40 ACRES X 0.25 = 0.6 ACRES

0.38 ACRES IMPERVIOUS AREA SHOWN

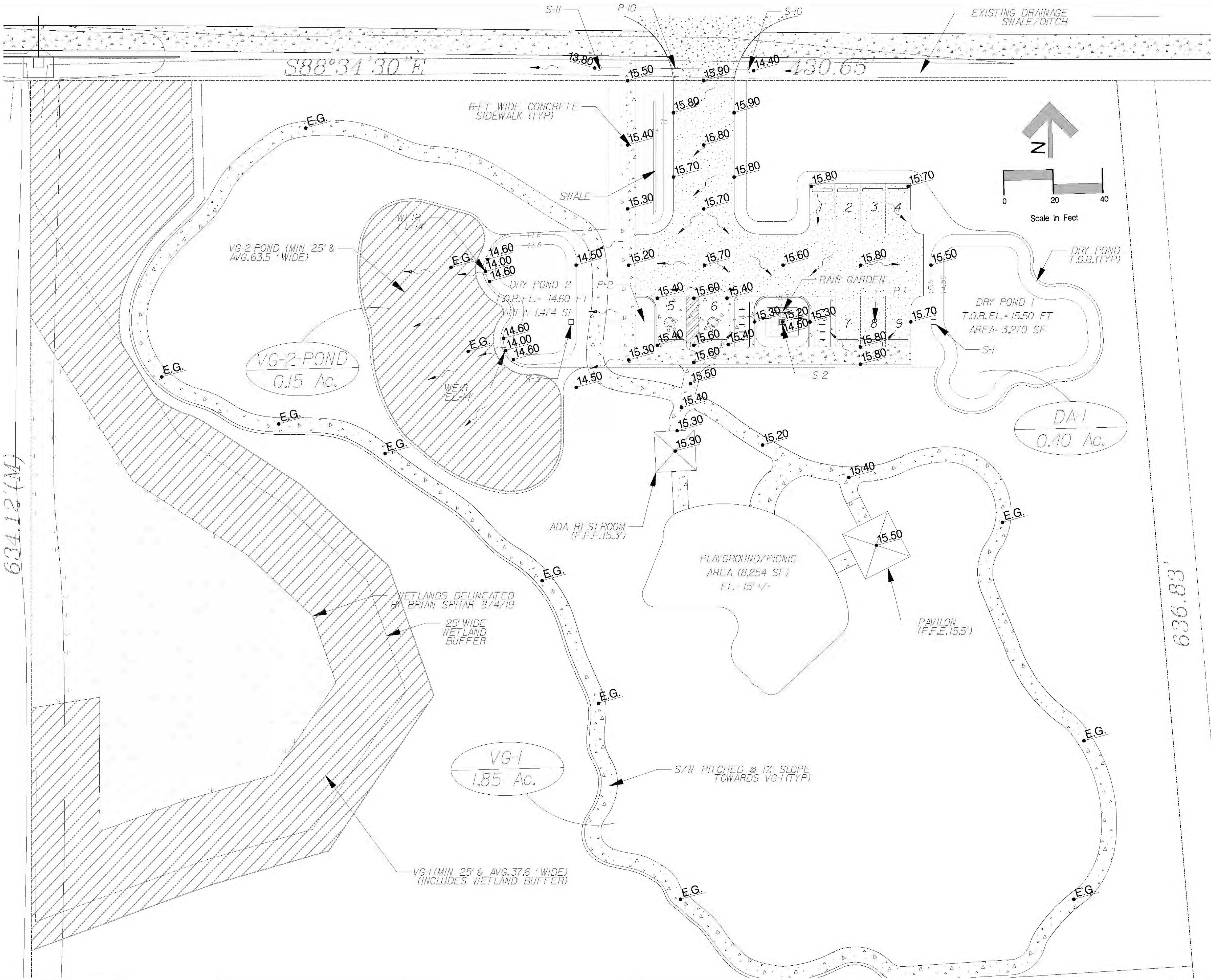
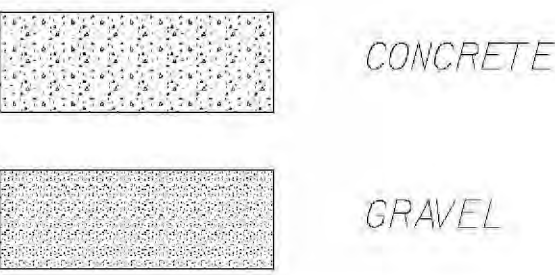
PIPE TABLE

NAME	FROM	TO	SIZE (in)	LENGTH (FT)	MATERIAL
P-1	S-1	S-2	12	59	HDPE
P-2	S-2	S-3	12	83	HDPE
P-10	S-10	S-11	15	58	RCP

STRUCTURE TABLE

NAME	TYPE	TOP/ INLET ELEV.	INVERT ELEVATION			
			N	S	E	W
S-1	2' x 2" YARD DRAIN	15.10	-	-	-	13.70
S-2	2' x 2" YARD DRAIN	16.00	-	-	13.50	13.50
S-3	M.E.S.	-	-	-	13.50	-
S-10	M.E.S.	-	-	-	14.40	-
S-11	M.E.S.	-	-	-	13.80	-

LEGEND:



Scale: 1" = 20'

Project Mgr: AG

Designed by: AG

Drawn by: LA

QA/QC: AG/LA

GILLETTE & ASSOCIATES, INC.
20 SOUTH 4TH STREET
FERNANDINA BEACH, FL 32034
CERTIFICATE OF AUTHORIZATION NO. 9332

ASA R GILLETTE, PE
FL PE NO. 56177

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PREFERENCE. DRAWING IS REDUCED IF LESS THAN 22" x 34"



Gillette & Associates, Inc.

CITY OF FERNANDINA
BEACH

SIMMONS ROAD PARK

DRAINAGE PLAN

Sheet No.
DR-1

2 of 12

Issue Date

8/21/19

Project No.

19-10-08

Registered Professional

GENERAL NOTES:

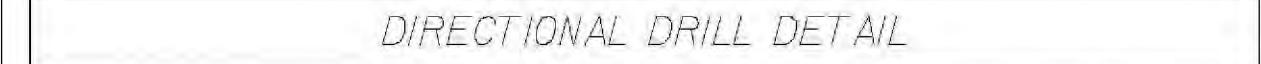
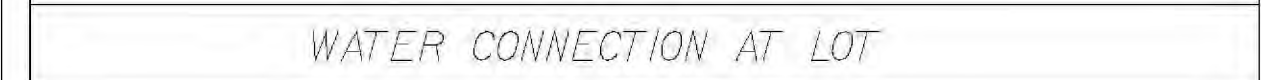
PIN: 00-00-30-044A-0022-0000

LOT AREA: 6.67 ACRES

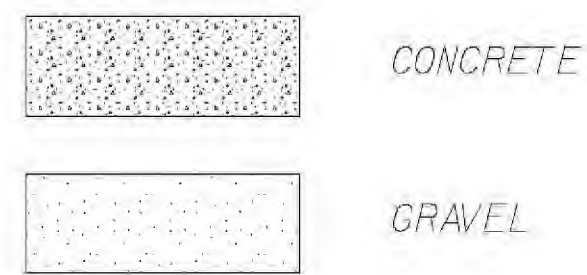
ZONING: RECREATION

FLUM: RECREATION

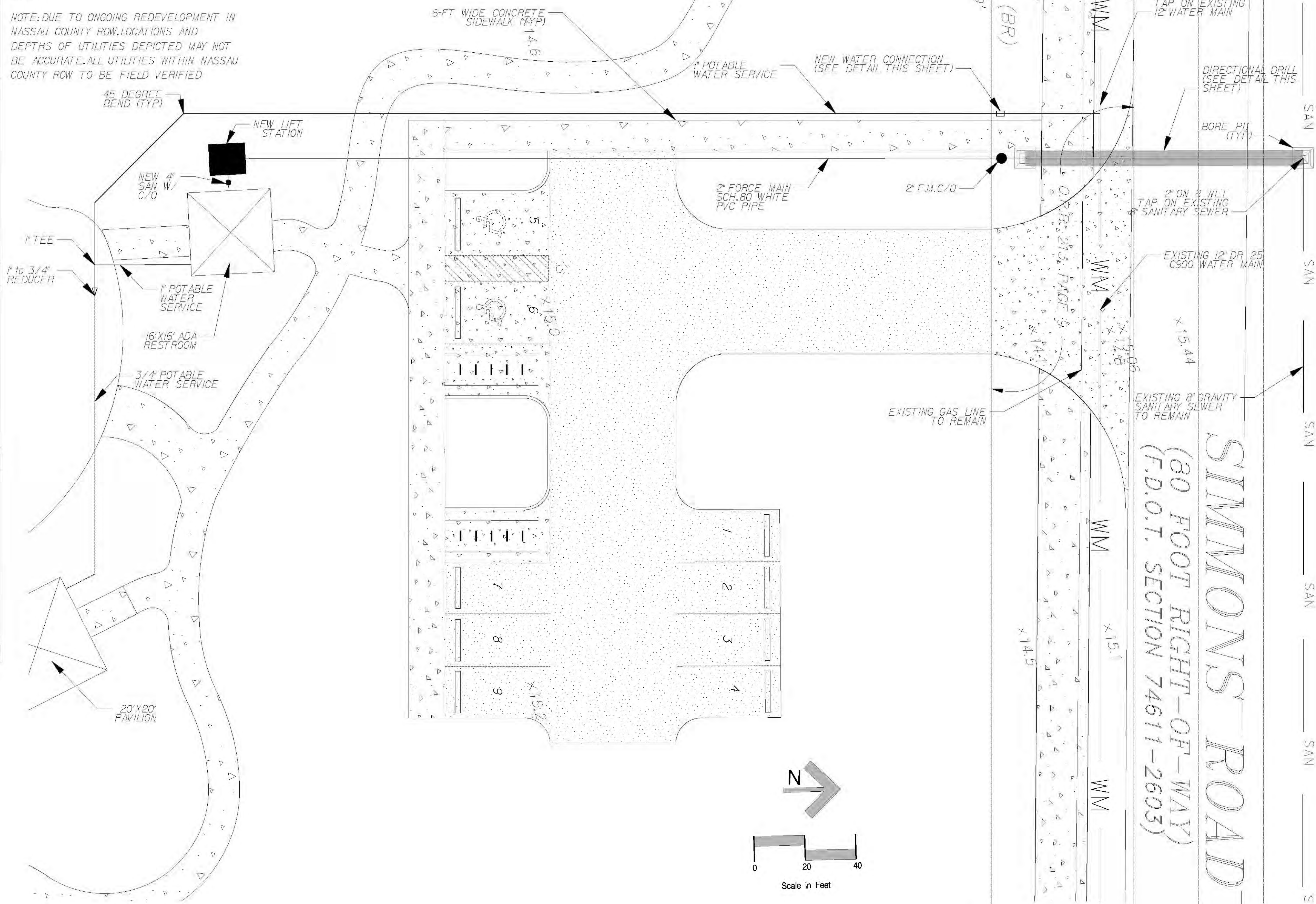
FLUM: RECREATION



LEGEND:



AG	CERTIFICATE OF AUTHORIZATION NO.9332
LA	ASA R GILLETTE, PE FL PE NO.56177
GLA	DO NOT SCALE THIS DRAWING - DIMENSIONS AND NOTES TAKE PREFERENCE. DRAWING IS REDUCED IF LESS THAN 22" x 34"



SIMMONS ROAD
(80 FOOT RIGHT-OF-WAY)
(F.D.O.T. SECTION 74611-2603)

10				Scale: 1" = 10'	GILLETTE & ASSOCIATES, INC. 20 SOUTH 4TH STREET FERNANDINA BEACH, FL 32034 CERTIFICATE OF AUTHORIZATION NO.9332 ASA R GILLETTE, PE FL PL NO.56177
9				Project Mgr: AG	
8				Designed by: AG	
7				Drawn by: LA	
6				QA/QC: AGLA	
5					
4					
3					
2	LA	01/15/20	REVISED PER COFB TRC COMMENTS		
1	LA	12/9/19	TRC RESUBMITTAL REVISED SITE PLAN		
	LA	8/20/19	TRC SUBMITTAL		
	No.	By	Date	REVISION	

G&A
Gillette & Associates, Inc.

CITY OF FERNANDINA
BEACH

SIMMONS ROAD PARK

UTILITY PLAN

Registered Professional

Sheet No. UT-1
6 of 12
Issue Date 8/21/19
Project No. 19-10-08

TREE PROTECTION DETAIL

BARRIER TO BE PLACED AROUND TREE SHALL BE PLACED AROUND TREE PROTECTION ZONE AND BE CONSISTENT WITH SPECIFICATIONS DEFINED IN CHAPTER 4.05.14 OF THE FERNANDINA BEACH LAND DEVELOPMENT CODE.

TREE PROTECTION ZONE IS AT MINIMUM A CIRCULAR ZONE AROUND THE TREE TRUNK OF A RADIUS:

1) 6 FEET, IF THE DRIP LINE OF THE TREE IS LESS THAN 6 FEET FROM THE TRUNK OF THE TREE.

2) 6-20 FEET ENCOMPASSING THE FULL DRIP LINE OF THE TREE, IF THE DRIP LINE OF THE TREE IS BETWEEN 6 AND 20 FEET FROM THE TRUNK OF THE TREE.

3) 20 FEET, IF THE DRIP LINE OF THE TREE IS GREATER THAN 20 FEET FROM THE TRUNK OF THE TREE. A MULCH LAYER SHALL APPLIED TO THE REMAINING AREA BETWEEN THE TREE PROTECTION ZONE AND DRIP LINE.

2" X 2" X 4" WOODEN POSTS — 8" O.C. WITH A 2" X 4" TOP RAILING AND 3" WIDE TEMPORARY MESH WIRE, CHAIN-LINK, OR SIMILAR BARRIER ATTACHED TO POSTS.

NO PARKING OF HEAVY EQUIPMENT OR VEHICLES; STOCKPILING OF MATERIALS; DEPOSITION OF SOIL, SEDIMENT, OR MULCH; GRADING OR GRUBBING; EXCAVATION OR TRENCHING; CONSTRUCTION MATERIALS; DUMPING, BURIAL OR BURNING OF DEBRIS WITHIN THE ENTIRE CONSTRUCTION SITE; DUMPING PETROCHEMICALS, CHEMICALS, WASTEWATER, OR OTHER CONSTRUCTION WASTE; ALL HAZARDOUS MATERIALS TO BE STORED AT A MAXIMUM DISTANCES FROM ANY TREE PROTECTION ZONE.

NOTE TO CONTRACTOR :

REQUIRED TREE PROTECTION BARRICADES MUST BE INSPECTED BY THE CERTIFYING ARBORIST PRIOR TO ANY CONSTRUCT ACTIVITIES, AND REMAIN INTACT THROUGHOUT CONSTRUCTION. ENCROACHMENT INTO OR FAILURE TO MAINTAIN TREE BARRICADES WILL RESULT IN ENFORCEMENT ACTION WHICH MAY INCLUDE CITATIONS AND/OR BUILDING/CLEARING PERMIT REVOCATION AS PROVIDED BY COUNTY ORDINANCE.

MIN. 6" UP TO 20" DRIP LINE

MIN. 3" HIGH

PRESERVED UNDERSTORY

NOT TO SCALE

NOTE: ALL TREES TO BE RETAINED UNLESS OTHERWISE INDICATED

NOTE: CRITICAL ROOT ZONE IS SHOWN FOR ALL TREES IN THE IMMEDIATE VICINITY OF DEVELOPMENT.

NOTE: ALL TREES ASSUMED TO BE IN GOOD HEALTH.

HEALTH ASSESSMENT TO BE CONDUCTED BY C.O.F.B. ARBORIST

NOTE: ALL TREES WITHIN PLAYGROUND AREA TO BE PRESERVED UNTIL PLAYGROUND DESIGN IS FINALIZED

Simmons Road Park				
Total Tree Inventory				
Total Tree Count and Cumulative DBH				
		Stem		
Code	Species	Count	Dbh (in)	
O	Oak	528	3,855	
P	Pine	90	1,276	
BAY	Red Bay	2	13	
MPL	Red Maple	9	80	
MAG	Magnolia	3	20	
HLY	Holly	1	9	
HB	Hackberry	1	8	
		634	5,131	

TREE MITIGATION LEGEND

×

TREE TO BE REMOVED

—●—

TREE PROTECTION BARRIER

○

CRITICAL ROOT ZONE

10				
9				
8				
7				
6				
5				
4				
3				
2	LA	01/15/20	REVISED PER COFB TRC COMMENTS	
1	LA	12/5/19	TRC RESUBMITTAL REVISED SITE PLAN	
0	LA	8/2/19	TRC SUBMITTAL	
No.	By	Date	REVISION	

Simmons Road Park				
Tree Removal Inventory				
Tree ID	Species	DBH	Removed (Y or N)	DBH Removed
387A	P	7	Y	7
387B	P	10	Y	10
493	O	6	Y	6
496	O	6	Y	6
498	O	9	Y	9
503	O	7	Y	7
504	O	8	Y	8
505	O	6	Y	6
506	O	6	Y	6
507	O	6	Y	6
508	O	8	Y	8
509	O	7	Y	7
510	O	8	Y	8
511	O	6	Y	6
512	O	7	Y	7
519	O	6	Y	6
520	O	9	Y	9
521	O	7	Y	7
522	O	6	Y	6
523	O	6	Y	6
524	O	6	Y	6
547	O	6	Y	6
550	O	6	Y	6
551	O	6	Y	6
552	O	6	Y	6
606	O	9	Y	9
607	O	6	Y	6
608	O	6	Y	6
609	O	8	Y	8
610	O	6	Y	6
611	O	6	Y	6
612	O	6	Y	6
628	O	6	Y	6
629	O	6	Y	6
630	O	6	Y	6
633	O	6	Y	6
635	O	6	Y	6
636	O	6	Y	6
637	O	6	Y	6
638	O	6	Y	6
639	O	7	Y	7
640	O	6	Y	6
643	O	6	Y	6
644	O	6	Y	6
672	O	6	Y	6
673	O	6	Y	6
687	O	6	Y	6
690	O	9	Y	9
697	O	6	Y	6
698	O	6	Y	6
699	O	6	Y	6
708	O	6	Y	6
709	O	6	Y	6
711	O	6	Y	6
714	O	7	Y	7
740	O	6	Y	6
741	O	8	Y	8
747	P	14	Y	14
749	O	6	Y	6
772	O	6	Y	6
773	O	6	Y	6
789	O	6	Y	6
790	O	7	Y	7
791	O	6	Y	6
798	O	7	Y	7
857	O	6	Y	6
657	O	7	Y	7
658	O	8	Y	8
659	O	7	Y	7
710	O	6	Y	6
501	O	7	Y	7
502	O	6	Y	6
			Total DBH Removed (in)	
Total			480	
			DBH (in)	DBH (in)
Total			480	5,131
Removed				4,651
Preserved (credits)				120
Required DBH Replacement (25% Removed)				-4,531
Difference (Replacement - Preserved)				30
New planted trees (2.5" per Tree)				4,681
Total on Site w/ New Plantings				

10

9

8

7

6

5

4

3

2

1

0

No.

By

Date

Scale: 1" = 30'

Project Mgr: AG

Designed by: AG

Drawn by: LA

QAQC: AGLA

GILLETTE & ASSOCIATES, INC.
20 SOUTH 4TH STREET
FERNANDINA BEACH, FL 32034
CERTIFICATE OF AUTHORIZATION NO.9332

ASA R GILLETTE, PE
FL PE NO.56177

DO NOT SCALE THIS DRAWING - DIMENSIONS AND NOTES TAKE PREFERENCE. DRAWING IS REDUCED IF LESS THAN 22" X 34"

G&A

Gillette & Associates, Inc.

CITY OF FERNANDINA BEACH

SIMMONS ROAD PARK

TREE PROTECTION PLAN

Sheet No. LS-1

8 of 12

Issue Date 8/2/19

Project No. 19-10-08

Registered Professional

GENERAL NOTES:

PIN: 00-00-30-044A-0022-0000

ZONING: RECREATION

DEVELOPMENT SIZE: 1.82 ACRES

MINIMUM LANDSCAPED AREA: 20% DEVELOPMENT AREA
0.20 X 1.82 ACRES = 0.36 ACRES = 15,856 SF

MINIMUM SHADE TREE REQUIREMENTS: 1ST / 1,500 SF
15,856 SF X (1ST / 1,500 SF) = 11 ST

ALL SHADE TREE PLANTING REQUIREMENTS SATISFIED THROUGH TREE PRESERVATION:
3,274 PRESERVED DBH
2.5' / NEW TREE PLANTING
3,274 / 2.5' = 1310 TREE CREDITS

INTERIOR PARKING AREA LANDSCAPE REQUIREMENTS:
10% VEHICULAR USE AREA
0.10 X 6,708 SF = 671 SF (1,447 SF SHOWN)
1 SHADE TREE / 400 SF REQUIRED AREA = 671 SF X (1ST / 400 SF) = 2 SHADE TREES REQUIRED (7 SHADE TREES SHOWN)

NOTE: ALL AREAS TO REMAIN NATURAL AND ARE NOT TO BE UNDERBRUSHED UNLESS INDICATED TO BE PLANTED IN SOD OR PLANTING BEDS, UNLESS SPECIFICALLY INDICATED

NOTE: ALL GRASS AREAS ARE MODERATE WATER USE ZONES

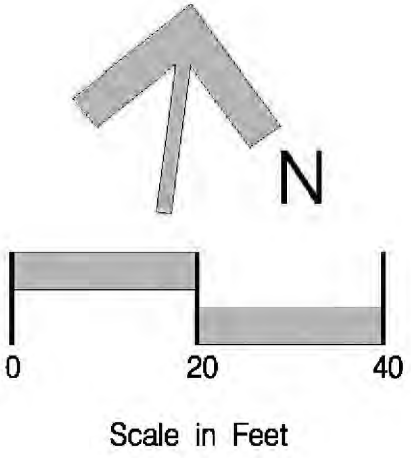
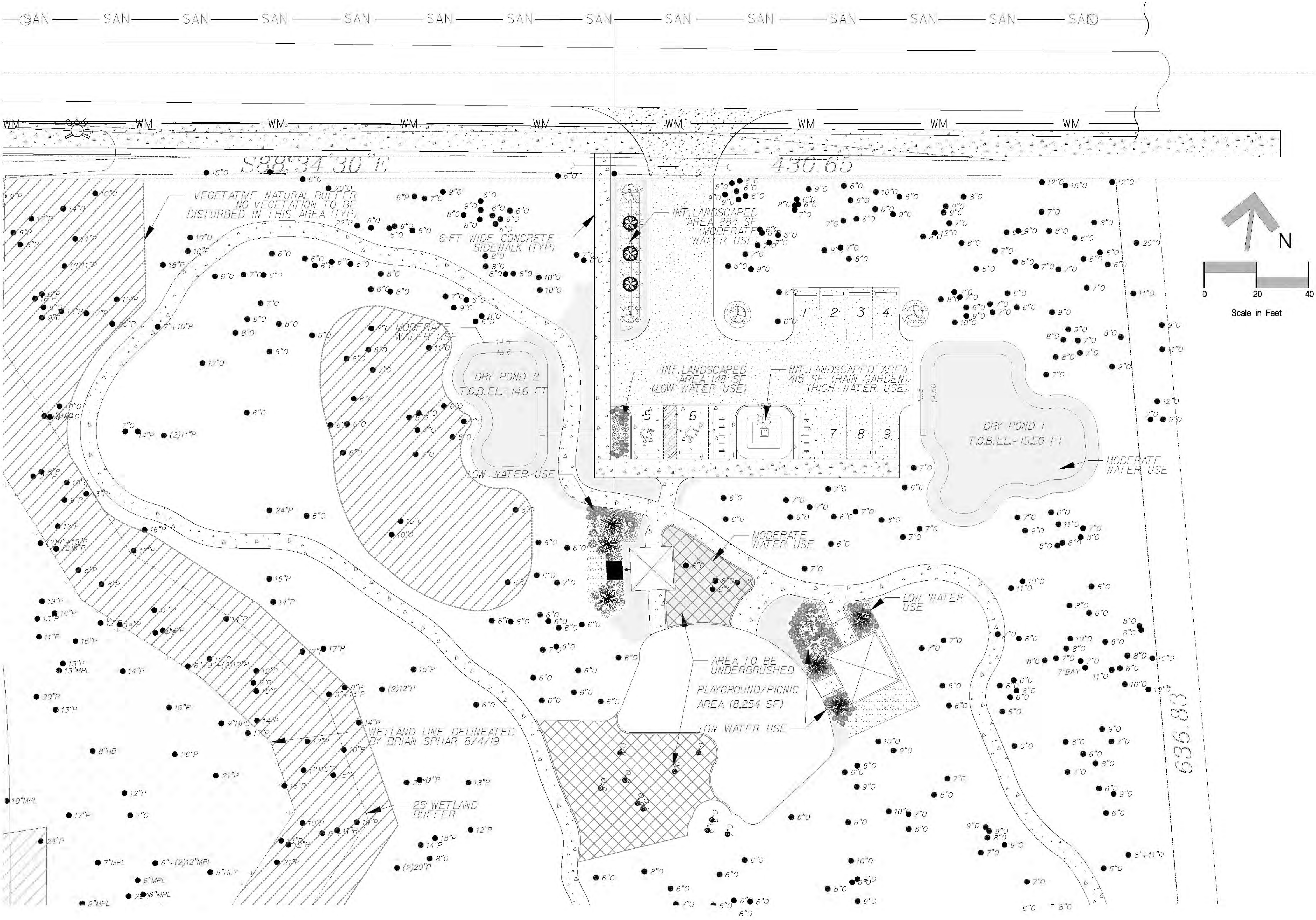
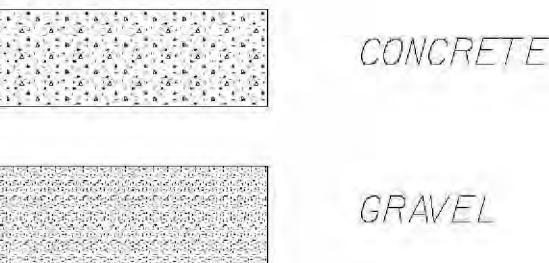
XERISCAPE LANDSCAPE REQUIREMENTS

STANDARD	POINTS
51% OR MORE OF THE GRASS AREAS ARE DROUGHT TOLERANT SPECIES	10
LANDSCAPE PLAN DEPICTS LOW, MODERATE, AND HIGH WATER USE ZONES AND GROUPING OF PLANTS INTO HYDROZONES	5
MULCHED PLANTING BEDS AT LEAST 3" DEEP ARE USED IN ALL PLANTING AREAS EXCEPT GROUND COVER	10
51% OR MORE OF THE REQUIRED SHRUBS ARE DROUGHT TOLERANT SPECIES	10
51% OR MORE OF THE REQUIRED TREES ARE DROUGHT TOLERANT SPECIES	10
50% INCREASE OVER THE REQUIRED NUMBER OF SHADE TREES IN THE VEHICULAR USE AREAS	10
TOTAL POINTS (MINIMUM OF 50 POINTS REQUIRED)	55

INTERNAL PLANTING PLANT/MATERIAL SCHEDULE

QUANTITY	KEY	SPECIES	SIZE/REMARKS
100	TD	TRIPSACDUM DACTYLOIDES	1 GAL.
		DWARF FAKAHATCHIE GRASS	2" X 2" SPACING
100	RL	RUDBECKIA LACINIATA	1 P50
		CUTLEAF CONEFLOWER	12" X 12" SPACING
38	EY	ERYNGIUM YUCCAIFOLIUM	1 P50
		RATTLESNAKE MASTER	12" X 12" SPACING
7	VO	VIBURNUM OBOVATUM	MIN 18" HT., 15" WD.
		WALTERS VIBURNUM	
26	CA	CALLIPARPA AMERICANA	MIN 18" HT., 15" WD.
		AMERICAN BEAUTYBERRY	
3	AR	ACER RUBRUM	MIN 18" HT., 15" WD.
		RED MAPLE 'SUMMER RED'	
4	CC	CERCIS CANADENSIS	8" MIN HT.
		FAST PINK REDBUD	6" COMBINED CAL.
5	QV	QUERCUS VIRGINIANA	8" MIN HT., 25" CAL.
		LIVE OAK	
7,881 SF	PN	PASPALUM NOTATUM 'PENSACOLA'	SEEDING 1/2" DEEP
		BAHIA GRASS 'PENSACOLA'	RATE 20 LBS./ACRE
2,354 SF	MULCH	LONGLEAF PINE STRAW	2-3" DEEP APPROX. 56 BALES

LEGEND:

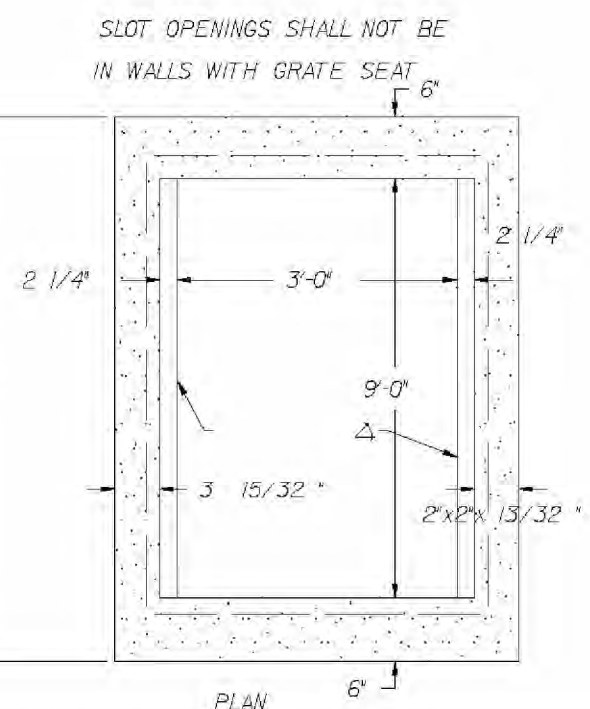
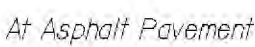


10			
9			
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3			
2	LA	01/15/20	REVISED PER COFB TRC COMMENTS
1	LA	12/5/19	TRC RESUBMITTAL REVISED SITE PLAN
0	LA	8/21/19	TRC SUBMITTAL
No.	By	Date	REVISION

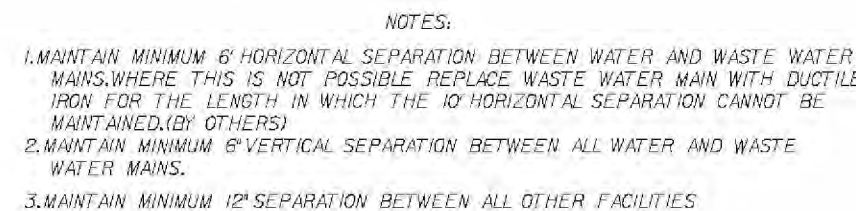
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Project Mgr: AG	GILLETTE & ASSOCIATES, INC. 20 SOUTH 4TH STREET FERNANDINA BEACH, FL 32034 CERTIFICATE OF AUTHORIZATION NO. 9332
Designed by: AG	
Drawn by: LA	ASA R GILLETTE, PE FL PE NO. 56177
QA/QC: AG/LA	DO NOT SCALE THIS DRAWING - DIMENSIONS AND NOTES TAKE PREFERENCE. DRAWING IS REDUCED IF LESS THAN 22" X 34"



CITY OF FERNANDINA BEACH	SIMMONS ROAD PARK	LANDSCAPE PLAN	Sheet No. LS-2 9 of 12 Issue Date 8/21/19 Project No. 19-10-08 Registered Professional
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10				Scale: NONE	
9				Project Mgr: AG	GILLETTE & ASSOCIATES, INC. 20 SOUTH 4TH STREET FERNANDINA BEACH, FL 32034
8				Designed by: AG	CERTIFICATE OF AUTHORIZATION NO.9332
7				Drawn by: LA	ASA R GILLETTE, PE FL PE NO.56177
6				QA/QC: AGLA	DO NOT SCALE THIS DRAWING - DIMENSIONS AND NOTES TAKE PREFERENCE. DRAWING IS REDUCED IF LESS THAN 22" x 34"
5					
4					
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2	01/15/20	REVISED PER COFB TRC COMMENTS			
1	12/4/19	TRC RESUBMITAL REVISED SITE PLAN			
0	08/21/19	TRC SUBMITAL			
	No.	Date	REVISION		

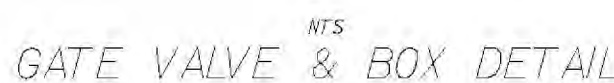


TIE RODS

TWO RODS ON ALL SIX INCH (6") PIPE
THREE RODS ON ALL EIGHT INCH (8") PIPE
FOUR RODS ON ALL TEN AND TWELVE INCH (10" & 12") PIPE

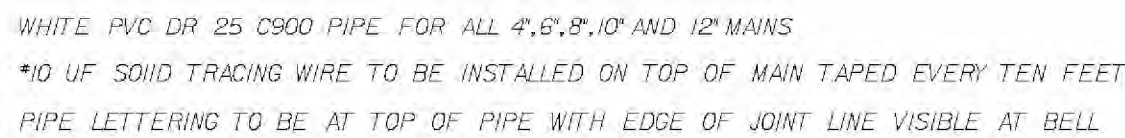
MINIMUM LENGTH TO BE RESTRAINED ON EACH SIDE OF FITTING (FEET)								
PIPE SIZE	11 1/4	22 1/2	45	90	TEE	WALVE	CAP	REDUCER
4	2	4	7	18	20	39	39	N/A
6	2	5	10	25	20	55	55	28
8	3	6	13	32	20	72	72	30
10	4	8	16	38	20	86	86	29
12	4	9	19	45	20	102	102	50
16	6	11	23	57	20	131	131	30

BELL RESTRAINT REQUIREMENTS



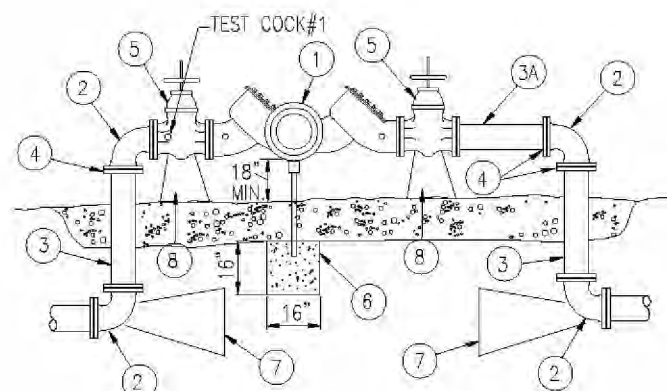
NOTE:
1. ALL BEARING SURFACES TO BE CARRIED TO UNDISTURBED SOIL.
2. THESE TABLES SHOW MINIMUM SIZE THRUST BLOCKS FOR GOOD SOIL.
(A-4 THROUGH A-3, CLEAN SAND AND GRAVELS).
3. POOR SOIL (A-4 THROUGH A-6, SILTY SOILS, CLAY, MUCK AND PEAT) WILL
REQUIRE LARGER THRUST BLOCKS.

THRUST BLOCKS FOR BENDS & TEE'S



TRENCH DETAILS

M A T E R I A L S		
ITEM	QUANT.	D E S C R I P T I O N
1	1	2.5"-10" VALVE, DOUBLE CHECK OR REDUCED PRESSURE
2	4	2.5"-10" BEND - 90° F-F
3	2	2.5"-10" D.I.P. (48" LONG) F-FE
JA	1	2.5"-10" D.I.P. (24" LONG) F-FE (OPT.X)
4	3	2.5"-10" FLANGE, D.I.P.
5	2	2.5"-10" VALVE, GATE, D.I.P., F-F, OS+Y (RESILIENT SEAT)
6	1	2" IRON PIPE/CONCRETE FOUNDATION
7	2	THRUST BLOCK
8	2	SUPPORT BLOCKING UNDER VALVES (6" AND LARGER SIZES)



LARGE WATER SERVICE
DOUBLE CHECK AND REDUCED PRESSURE
BACKFLOW PREVENTION
SINGLE SERVICE: 2 1/2" - 10"

BACKFLOW PREVENTER

CONTRACTORS ARE REQUIRED TO PAINT NEW HYDRANTS SA
THE TOPS AND NOZZLE CAPS SHALL BE PAINTED WITH TH
COLOR SCHEME:
BLUE (SW4079) 1500GPM AND HIGHER
GREEN (SW4085) 1000-1499 GPM
ORANGE (SW4083) 500-999 GPM
RED (SW4081) LESS THAN 500 GPM

IT IS REQUIRED THAT ALL NEW AND RELOCATED WATER MAINS BE PRESSURE TESTED AND LEAKAGE TESTED IN ACCORDANCE WITH AWWA STANDARD C600.

IT IS REQUIRED THAT ALL NEW AND RELOCATED WATER MAINS BE DISINFECTED IN ACCORDANCE WITH AWWA STANDARD C651 AND RULE 62-555.345, F.A.C..

ALL WATER MAINS WILL BE CONSTRUCTED WITH BLUE C900-DR25 PIPE
ALL WATER SERVICES WILL CONSTRUCTED WITH WHITE PVC SCHEDULE
80 PIPE,BLUE SPRAY PAINT WILL BE APPLIED TO THE TOP SURFACE.
JOINT RESTRAINERS MAY BE USED IN PLACE OF THRUST BLOCKS ON C900,DR25 PIPE.
WITH APPROVAL OF THE CITY UTILITIES DEPARTMENT.



Scale: NONE	
Project Mgr: AG	GILLETTE & ASSOCIATES, INC. 20 SOUTH 4TH STREET FERNANDINA BEACH, FL 32034
Designed by: AG	CERTIFICATE OF AUTHORIZATION NO.9332
Drawn by: LA	ASA R GILLETTE, PE FL PE NO.56177
QA/QC: AGLA	DO NOT SCALE THIS DRAWING - DIMENSIONS AND NOTES TAKE PREFERENCE. DRAWING IS REDUCED IF LESS THAN 22" x 34"

CITY OF FERNANDINA
BEACH

SIMMONS ROAD PARK

WATER DETAILS

Sheet No.

DT-2

44 12

11 of 12
Leave Date

ISSUE DATE
8/21/19

Project No. 12-15-27

Registered Professional

CLEANOUT	TYPE "C" MANHOLE	CLASS "B"	1. ALL MANHOLES SHALL BE PRECAST CONCRETE AND CONFORM TO ASTM C-478 STANDARDS. MANHOLE CONES AND RISERS SHALL BE CONSTRUCTED OF 400 PSI TYPE II CEMENT WITH RIVER ROCK OR GRANITE AGGREGATE. 2. ALL PIPES SHALL BE CONNECTED TO THE MANHOLE USING A LD OR JOINT FLEXIBLE MANHOLE SLEEVE (ASTM C-923) OR APPROVED EQUAL. 3. THE EXTERIOR AND INTERIOR OF THE MANHOLE SHALL BE COATED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS WITH FABRITITE AS MANUFACTURED BY BRIGGS BITUMINOUS COMPOSITION COMPANY. 4. AN INSIDE PVC DROP MANHOLE (TYPE "B") SHALL BE REQUIRED FOR MANHOLES WHICH HAVE A DISTANCE OF 18 INCHES OR GREATER BETWEEN INFLUENT PIPE INVERT AND EFFLUENT PIPE INVERT. ALL OTHER DROPS SHALL HAVE A SLIDE CONSTRUCTED TO DIRECT THE FLOW INTO THE INVERT CHANNEL. 5. SEWER SERVICES SHALL BE CAST IRON IF 2 1/2 FEET OF GROUND COVER CAN NOT BE MAINTAINED OVER THE SERVICE LINE. 6. ALL DUCTILE IRON SEWER PIPE, WHERE SPECIFIED, SHALL BE CLASS 51 AND COMPLY WITH ANSI/AWWA C150/A21.50 AND ANSI/AWWA C151/A21.51. DUCTILE IRON PIPE SHALL BE PROVIDED WITH A FACTORY APPLIED INTERIOR POLYETHYLENE LINING IN ACCORDANCE WITH ANSI/ASTM D1248. 7. THE MAXIMUM NUMBER OF DIPS IS ONE INCH DIP PER 135 LF OF PIPE. NO MORE THAN ONE DIP PER 135 LF OF PIPE. A DIP IS DEFINED AS A CHANGE IN ELEVATION OF 0.5" OR GREATER. GRAVITY SEWER STANDARD SPECIFICATIONS
TYPICAL SEWER SERVICE	C.I. TO PVC COUPLING ADAPTER	MANHOLE JOINT	ENCASEMENT AT WATER LINE
NO. BY DATE	TYPE "B" MANHOLE	TYPE "A" MANHOLE	MANHOLE COVER
10 9 8 7 6 5 4 3 2 1 0 No. By Date	Scale: Project Mgr: AG Designed by: AG Drawn by: LA QA/QC: AGLA	GILLETTE & ASSOCIATES, INC. 20 SOUTH 4TH STREET FERNANDINA BEACH, FL 32034 CERTIFICATE OF AUTHORIZATION NO. 9332 ASA R. GILLETTE, P.E. FL PE NO. 56177 DO NOT SCALE THIS DRAWING - DIMENSIONS AND NOTES TAKE PREFERENCE. DRAWING IS REDUCED IF LESS THAN 22" x 34"	CITY OF FERNANDINA BEACH SIMMONS ROAD PARK SEWER DETAILS Registered Professional Sheet No. DT-3 12 of 12 Issue Date 8/21/19 Project No. 19-10-08

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Resolution 2020-145
Task Order #2020-01 - Olsen Associates, Inc.

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2020-145.

SYNOPSIS: During the past twenty years, the City has had a Professional Services Agreement with Olsen Associates, Inc. to provide coastal engineering services. Olsen Associates, Inc. is included on the list of approved engineers, architects, etc. approved by the City Commission via Resolution 2018-159.

Olsen Associates, Inc. has submitted a Task Order memorandum (Exhibit "A") in the amount of \$35,000 for Professional Coastal Engineering Services related to Beach Management Issues.

FISCAL IMPACT: This expenditure of \$35,000 is included in the Fiscal Year 20/21 Capital Improvement Fund, Beach Renourishment/Engineering account, 3007200 56331. In the past, this expense has been reimbursed from funds collected for the Amelia Island Beach MSTU.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2020-145.

Lorelei Jacobs, Grants Administrator	9/4/2020
Dale L. Martin, City Manager	9/28/2020
Pauline Testagrose, Comptroller	9/29/2020
Tammi E. Bach, City Attorney	9/29/2020
Katie Newton, Legal Assistant	9/29/2020

Date: September 01, 2020

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION: Adopt

RESOLUTION 2020-145

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING TASK ORDER #2020-01 WITH OLSEN ASSOCIATES, INC. FOR PROFESSIONAL COASTAL ENGINEERING SERVICES; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City has an agreement with Olsen Associates, Inc. to provide coastal engineering services for the Nassau County Shore Protection Project; and

WHEREAS, Olsen Associates, Inc. has submitted a task order memorandum (Exhibit "A") in the amount of \$35,000 for Professional Coastal Engineering Services related to Beach Management Issues; and

WHEREAS, the \$35,000 cost is not eligible for Florida Department of Environmental Protection cost-sharing, but the City and Nassau County have historically shared equally in previous similar costs; and

WHEREAS, this expenditure is included in the Fiscal Year 2020/2021 budget in the Capital Improvements Fund, Beach Renourishment/Engineering account, 3007200 56331.

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

SECTION 1. The City Commission hereby approves Task Order #2020-01 with Olsen Associates, Inc. for Coastal Engineering Services for Beach Management, attached hereto as Exhibit "A".

SECTION 2. The City Manager and City Clerk are hereby authorized to execute the Task Order Memorandum Coastal Engineering Services, upon review and approval by the City Attorney.

SECTION 3. EFFECTIVE DATE. This Resolution shall take effect immediately upon passage.

ADOPTED this 6th day of October, 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

MEMORANDUM

TO: Dale Martin, City Manager
CC: Len Kreger; Nicole Bednar
FROM: Erik J. Olsen, P.E. *EJO*
DATE: 31 August 2020
RE: Task Order 2020-01
Professional Coastal Engineering Services
Related to Beach Management Issues (2020-2021)



Based upon past experiences, our existing Task Order No. 2019-03 (PO20000017) for miscellaneous coastal engineering services will expire on September 30, 2020. Hence, I am submitting for consideration by the City, a Task Order for such Services covering the period 1 October 2020 through 30 September 2021.

Thank you for your consideration in this matter.

Enc/

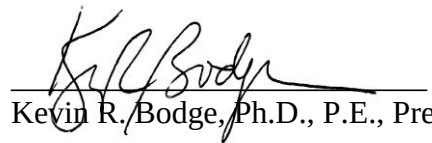
CITY OF FERNANDINA BEACH
Task Order Memorandum

To:	Olsen Associates, Inc. 2618 Herschel Street Jacksonville, FL 32204	Date:	31 August 2020
		Contract:	Coastal Engineering
		Request Made By:	Dale L. Martin, City Mgr.
		Request Received By:	Erik J. Olsen, P.E.
		Task Order No.	2020-01

Task Order Descriptions: Professional Coastal Engineering Services
Related to Beach Management Issues (2020 – 2021)

The Consultant shall provide coastal engineering professional services on a T&M basis as authorized or requested by the City. Invoicing will be at prevailing rates and terms. The budget for the professional services is \$35,000.00 and is for work *not* subject to cost-sharing by the FDEP. Services may include work performed on the upcoming L.R. Beach Management Application submitted to FDEP, Navy or COE beach disposal liaison; coordination or liaison with City staff, Amelia Island MSTU or TDC beach issues, presentations to the City, post-storm liaison or consulting, a federal dune project, etc.

Olsen Associates, Inc.


Kevin R. Bodge, Ph.D., P.E., President

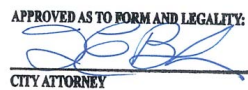
Date:

31 August 2020

City of Fernandina Beach, FL

Dale L. Martin, City Manager

Date:

APPROVED AS TO FORM AND LEGALITY:

CITY ATTORNEY

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2020-146
Subrecipient Agreement - Nassau County Board of County Commissioners

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2020-146.

SYNOPSIS: The Coronavirus disease 2019 (COVID-19) is an infectious acute respiratory illness capable of spreading rapidly and causing severe illness and death, and the World Health Organization has declared a worldwide pandemic. In March 2020, the President of the United States signed into law the Coronavirus Aid, Relief, and Economic Security Act (CARES Act). The CARES Act appropriated \$150 billion in relief funds to provide direct assistance to state, tribal, territorial, and local governments to fund certain necessary and allowable expenses incurred due to the public health emergency.

The Governor of the State of Florida announced that up to \$1.275 billion could be disbursed to counties with a population below 500,000 through the Florida Division of Emergency Management. The Nassau County Board of County Commissioners approved the Nassau County Expenditure Plan for Coronavirus Relief Funds (CARES Plan) on July 29, 2020.

In accordance with Section 5001 of the CARES Act, 2 C.F.R. §200, and Nassau County's Agreement with the Florida Division of Emergency Management, the Board of County Commissioners presented a subrecipient agreement to the City of Fernandina Beach. The City has incurred expenses related to the public health emergency and wishes to seek reimbursement.

FISCAL IMPACT: Reimbursed funds will be deposited into General Fund FEMA account, 001 33120.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2020-146.

Tammi E. Bach, City Attorney	9/22/2020
Nicole Bednar, Administrative Services Manager	9/24/2020
Dale L. Martin, City Manager	9/28/2020
Pauline Testagrose, Comptroller	9/29/2020
Katie Newton, Legal Assistant	9/29/2020

Date: September 01, 2020

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION: Adopt

RESOLUTION 2020-146

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING A SUBRECIPIENT GRANT AGREEMENT BETWEEN THE NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS AND THE CITY OF FERNANDINA BEACH SO THE CITY MAY RECEIVE CARES ACT REIMBURSEMENTS FOR COVID-19 RELATED EXPENDITURES; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Coronavirus disease 2019 (COVID-19) is an infectious acute respiratory illness capable of spreading rapidly and causing severe illness and death, and the World Health Organization has declared a worldwide pandemic; and

WHEREAS, in March 2020, the President of the United States signed into law the Coronavirus Aid, Relief, and Economic Security Act (CARES Act); and

WHEREAS, the CARES Act appropriated \$150 billion in relief funds to provide direct assistance to state, tribal, territorial, and local governments to fund certain necessary and allowable expenses incurred due to the public health emergency; and

WHEREAS, the Governor of the State of Florida announced that up to \$1.275 billion could be disbursed to counties with a population below 500,000 through the Florida Division of Emergency Management; and

WHEREAS, the Nassau County Board of County Commissioners approved the Nassau County Expenditure Plan for Coronavirus Relief Funds (CARES Plan) on July 29, 2020, and

WHEREAS, in accordance with Section 5001 of the CARES Act, 2 C.F.R. §200, and Nassau County's Agreement with the Florida Division of Emergency Management, the Board of County Commissioners presented a subrecipient agreement to the City of Fernandina Beach; and

WHEREAS, the City has incurred expenses related to the public health emergency.

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

SECTION 1. The City Commission hereby authorizes the City Manager and City Clerk to execute the agreement attached hereto as Exhibit "A", upon the review and approval of the City Attorney.

SECTION 2. The City Commission hereby authorizes the City Manager to submit subsequent requests for reimbursement and sign additional modifications or amendments to the agreement.

SECTION 3. The executed agreement will be returned to Nassau County Manager's Office.

ADOPTED this 6th day of October, 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



NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS
96135 Nassau Place, Suite 1
Yulee, Florida 32097

Daniel B. Leeper
Aaron C. Bell
Pat Edwards
Thomas R. Ford
Justin M. Taylor

Dist. No. 1 Fernandina Beach
Dist. No. 2 Amelia Island
Dist. No. 3 Yulee
Dist. No. 4 Bryceville/Hilliard
Dist. No. 5 Callahan/West Yulee

JOHN A. CRAWFORD
Ex-Officio Clerk

MICHAEL S. MULLIN
County Attorney/County Manager

TACO E. POPE, AICP
Assistant County Manager



August 25, 2020

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

Dear Dale,

On July 29, 2020, the Board of County Commissioners (BOCC) approved the Nassau County Expenditure Plan for Coronavirus Relief Funds (*CARES Plan*). An updated *CARES Plan* and the funding for the items in the Tiers 1 and 2 prioritization categories of the *d* were approved by the BOCC on August 12, 2020.

Nassau County prepared the *CARES Plan* based on the requirements outlined in Section 5001 of the CARES Act. Eligible uses of Coronavirus Relief Funds may only be used to cover costs that:

- are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19),
- were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and
- were incurred during the period that began on March 1, 2020 and ends on December 30, 2020.

In accordance with Section 5001 of the CARES Act, 2 C.F.R. § 200, and Nassau County's Agreement with the Florida Division of Emergency Management (FDEM), we have enclosed a Subrecipient Agreement between the City of Fernandina Beach and Nassau County that we are requesting that you review, sign, and return to the County Manager's Office.

Once the County has received the fully executed documents, the City of Fernandina Beach may submit requests for reimbursement to the Nassau CARES Team for eligible expenditures up to the amount noted in the Subrecipient Agreement. Please note, one of the criteria for the expenditure to be considered eligible is that the City of Fernandina Beach must have expended the funds and be in possession of the item, good or service being submitted for reimbursement. The Reimbursement Process and Forms are being finalized and will be available the first week of September 2020. Requests may be submitted to cares@nassaucountyfl.com and may be submitted as eligible expenditures are incurred.

(904) 530-6010 or (866) 474-1446

An Affirmative Action / Equal Opportunity Employer

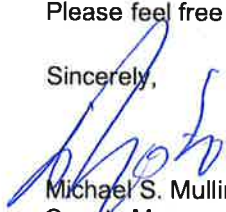
Dale L. Martin
August 25, 2020
Page 2

As indicated in the Subrecipient Agreement, the BOCC has only approved expenditures for items in Tiers 1 and 2 of the *CARES Plan*. To date, the County has not received the second agreement with FDEM for the remaining 75% allocation of CARES Act funds; therefore, items included in the Tiers 3 and 4 prioritization categories of the *CARES Plan* have not been approved for funding by the BOCC at this time and purchases of these items are at risk and may not be deemed eligible.

To insure compliance with Federal funding requirements, within the next two weeks, the County will be requesting a meeting with your staff to evaluate the level of monitoring required for the County to comply with Federal statutes, regulations and the terms and conditions of the CARES Act.

Please feel free to contact me with any questions you may have.

Sincerely,



Michael S. Mullin
County Manager/Attorney

Attachment: CARES Act Subrecipient Agreement

cc: Board of County Commissioners
Taco Pope, Assistant County Manager
Nassau CARES Team

**CARES ACT SUBRECIPIENT AGREEMENT BETWEEN NASSAU COUNTY AND
THE CITY OF FERNANDINA BEACH, FLORIDA**

1. Subrecipient name (which must match the registered name in DUNS): **City of Fernandina Beach**
2. Subrecipient's DUNS number (see 2 C.F.R. § 200.32 "Data Universal Numbering System (DUNS) number"): **079192274**
3. Federal Award Identification Number (FAIN): **21.019 Coronavirus Relief Fund**
4. Federal Award Date (see 2 C.F.R. § 200.39 "Federal award date"): **March 1, 2020**
5. Subaward Period of Performance:

Effective Date: **March 1, 2020**

Termination Date: **December 30, 2020**

6. Amount of Federal Funds Obligated by this action: **\$269,000.00**
7. Total Amount of Federal Funds Obligated to the Subrecipient: **\$269,000.00**
8. Total Amount of the Federal Award Subject to this Agreement: **\$269,000.00**

Tier	Request Description	Amount Subject to Agreement
2	Reimbursement for Non-Profit Funding	\$269,000

9. Federal award project description: **Coronavirus Aid, Relief, and Economic Security Act (CARES Act) must be used for necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) between March 1, 2020 to December 30, 2020.**
10. Name of Federal awarding agency, pass-through entity and contact information for awarding official:

Federal Awarding Agency – United States Department of the Treasury
Pass Through Entity – State of Florida, Division of Emergency Management
Pass Through Entity - **Nassau County, Florida**
Contact Information for Awarding Official of Pass-Through Entity- **Daniel B. Leeper, Chairman**
11. CFDA Number and Name: **21.019 Coronavirus Relief Fund: Note: funding is considered "Other Financial Assistance".**

12. Identification of whether the award is for research and development (R&D): **No.**
13. Indirect cost rate for the Federal award (including whether the de minimis rate is charged per 2 C.F.R. § 200.414 "Indirect (F&A) costs"): **Not Applicable**

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CARES ACT SUBRECIPIENT AGREEMENT BETWEEN NASSAU COUNTY AND THE CITY OF FERNANDINA BEACH

THIS CARES ACT SUBRECIPIENT AGREEMENT (hereinafter referred to as "Agreement") is entered into by and between **NASSAU COUNTY**, a political subdivision of the State of Florida, whose primary address is **James S. Page Governmental Complex, 96135 Nassau Place Yulee, FL 32097** (hereinafter referred to as the "County") and the **CITY OF FERNANDINA BEACH**, whose address is **204 Ash Street, Fernandina Beach, FL 32034** (hereinafter referred to as "Subrecipient"), to provide for the sub-award of financial assistance to Subrecipient made available through CARES Act Funding Agreement No. Y2286 between the County and the State of Florida Division of Emergency Management (hereinafter referred to as "FDEM"). Collectively, the County and the Subrecipient shall be referred to as "Parties" or individually as a "Party."

WHEREAS, the Coronavirus Disease 2019 ("COVID-19") is an infectious acute respiratory illness capable of spreading rapidly among humans and capable of causing severe illness and death; and

WHEREAS, on March 11, 2020, the World Health Organization declared COVID-19 a pandemic; and

WHEREAS, on or about March 27, 2020, the President of the United States signed into law the *Coronavirus Aid, Relief, and Economic Security Act*, Public Law 116-136, (hereinafter referred to as the "CARES Act") to facilitate the provision of federal assistance and relief in response to the COVID-19 pandemic; and

WHEREAS, Title V of the CARES ACT established the "Coronavirus Relief Fund" and appropriated \$150 billion in such fund for Fiscal Year 2020 to provide direct assistance to state, tribal, territorial, and local governments to fund certain necessary and allowable expenses incurred due to the public health emergency with respect to COVID-19; and

WHEREAS, utilizing a population-based formula described in the CARES Act, the State of Florida was allocated \$8.328 billion, of which amount 55% (\$4.58 billion) was reserved for the state and 45% (\$3.747 billion) was reserved for direct payments to eligible local government jurisdictions that exceed 500,000 in population; and

WHEREAS, on June 10, 2020, the Governor of the State of Florida announced that the State would disburse up to \$1.275 billion in Coronavirus Relief Funds to counties with a population below 500,000 using a phased approach through FDEM; and

WHEREAS, on or about June 17, 2020 the County and FDEM entered into FDEM CARES Act Funding Agreement No. Y2286 providing Coronavirus Relief Funds to the County either directly or on a reimbursement basis and pursuant to which the

County may provide for the sub-award of such funds to eligible subrecipients, including Subrecipient; and

WHEREAS, the County anticipates entering into one or more future amendments and/or agreements with FDEM providing for the remainder of the County's Coronavirus Relief Fund allocation to be provided to the County on a reimbursement basis; and

WHEREAS, the purpose of this Agreement is to provide for a sub-award of financial assistance obtained by County under FDEM CARES Act Funding Agreement No. Y2286 to Subrecipient on a reimbursement basis to assist Subrecipient with funding such necessary expenses incurred due to the COVID-19 public health emergency as are described in this Agreement and the attachments hereto, subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the promises and the mutual benefits to be derived herefrom, the County and the Subrecipient do hereby agree as follows:

SECTION 1. RECITALS.

The above recitals are true and correct and are hereby incorporated herein by reference and made a part of this Agreement.

SECTION 2. GENERAL.

In performing under this Agreement, the Subrecipient does hereby agree to fully comply with the terms and conditions set forth in this Agreement and all attachments and exhibits hereto, FDEM CARES Act Funding Agreement No. Y2286, attached hereto as **Attachment A**, and all future amendments and/or agreements entered into between the County and FDEM governing distribution of the remaining 75% of the County's Coronavirus Relief Fund allocation (collectively, such agreements shall hereinafter be referred to as the "FDEM Agreements") (hereinafter the "FDEM Agreement"), Title V of the CARES Act and all implementing rules, regulations, and guidance related to same, the Subrecipient Expenditure Plan attached hereto as **Attachment B** (hereinafter the "SEP"), and all other applicable federal, state, and local laws, rules, regulations, and guidance.

SECTION 3. TERM.

A. This Agreement shall begin upon execution by both Parties (the "Effective Date") and shall remain in effect until December 30, 2020 (the "Termination Date") unless terminated earlier in accordance with Section 9 hereof, except that the provisions contained within Sections 7, 8, 10, 11, 13, and 25 shall survive the termination of this Agreement.

B. The Subrecipient shall be eligible for reimbursement for costs (as defined in Sections 4 and 5 hereof) incurred in furtherance of the implementation of the SEP

and the projects and/or activities described therein from the period commencing March 1, 2020, through the Termination Date (the "Covered Period").

C. All references to days herein shall refer to calendar days unless otherwise indicated.

SECTION 4. ELIGIBLE COSTS; COST REIMBURSEMENT; SUPPORTING DOCUMENTATION.

A. Subject to the terms and conditions of this Agreement, the County shall pay the Subrecipient, on a cost reimbursement basis, up to a maximum of \$200,000.00 under this Agreement. It is understood and agreed that any additional funds necessary in connection with the projects and/or activities described in the SEP above and beyond this amount are the sole responsibility of the Subrecipient. Advance payment of funds to the Subrecipient under this Agreement shall not be permitted unless expressly described in the SEP.

B. The Subrecipient shall be reimbursed on a cost reimbursement basis for eligible and allowable costs incurred by Subrecipient in the implementation of the projects and/or activities described in the SEP as such costs are incurred. Eligible and allowable costs are defined as costs that:

1. are necessary expenditures incurred due to the public health emergency with respect to the COVID-19;

2. were not accounted for in the Subrecipient's budget most recently approved as of March 27, 2020;

3. were incurred during the Covered Period;

4. are described in the SEP; and

5. are otherwise in accordance with the terms and conditions of this Agreement, the FDEM Agreement, Title V of the CARES Act, and all other applicable laws, rules, regulations, and guidance.

Costs that do not satisfy all of the above-required conditions shall be ineligible for reimbursement under this Agreement.

C. Reimbursement shall be requested through the County's CARES Portal through the **CARES Documentation and Upload Form** at <https://www.nassaucountyfl.com/1039/Nassau-CARES> ("CARES Portal"), as further described in Section 5 hereof. To be eligible for reimbursement under this Agreement, Subrecipient shall submit sufficient documentation to the satisfaction of the County demonstrating that Subrecipient is legally obligated to pay the costs for which reimbursement is sought. All reimbursement requests must include a certification,

signed by an official who is authorized to legally bind the Subrecipient, that reads as follows:

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729–3730 and 3801–3812).

D. All requests for reimbursement under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. All costs must be incurred on or before November 30, 2020, and a final payment request should be submitted to the County no later than such date to ensure the County and FDEM have adequate time to process the request. For a cost to have been considered “incurred,” performance or delivery must occur during the Covered Period but payment of funds need not be made during that time (though payment shall occur within 90 days of a cost being incurred). For instance, in the case of a lease of equipment or other property, irrespective of when payment occurs, the cost of a lease payment shall be considered to have been incurred for the period of the lease that is within the Covered Period, but not otherwise. Furthermore, in all cases it must be necessary that performance or delivery take place during the Covered Period.

E. The County requires detailed documentation of all costs for which reimbursement is sought under this Agreement (“Supporting Documentation”). The minimum requirements regarding such Supporting Documentation are set forth in **Attachment C, Supporting Documentation Requirements**. Each payment request submitted by the Subrecipient shall be accompanied by sufficient Supporting Documentation substantiating all costs incurred and for which reimbursement is sought, to the satisfaction of the County. In the event the County determines the Supporting Documentation submitted by the Subrecipient is insufficient to enable it to evaluate the allowability and eligibility of costs, the Subrecipient shall furnish additional Supporting Documentation to the satisfaction of the County.

F. Accounting. Subrecipient’s accounting and financial management system shall be sufficient to permit the preparation of reports required in connection with this Agreement and the tracing of funds to a level of expenditures adequate to establish that such funds have been used pursuant to the terms of this Agreement. All Payments to Subrecipient contemplated under this Agreement may be contingent upon certification of the Subrecipient’s financial management system in accordance with this requirement. Subrecipient must ensure that all sub-subrecipients comply with the provisions of this paragraph.

G. Duplication of Benefit. Subrecipient hereby certifies and affirms that the projects and/or activities to be funded under this Agreement shall not result in a prohibited duplication of the benefits obtained by Subrecipient, any sub-sub recipient (as defined in 2 C.F.R. §§ 200.92-93), or any individual or entity that is a beneficiary of such projects and/or activities from other Non-Title V CARES Act programs, other local, state, or federal funding sources (e.g. the Stafford Disaster Relief and Emergency Assistance Act, etc.), private insurance, or other private organizations. It is Subrecipient's responsibility and obligation to implement processes and procedures to select and subsequently monitor all sub-subrecipients, individuals, and entities receiving funds under this Agreement to ensure compliance with this paragraph. All agreements entered into between Subrecipient and any sub-subrecipient, individual, or entity providing for the subaward or payment of funds under this Agreement shall contain provisions permitting the Subrecipient to recapture funds provided under this Agreement in the event an impermissible duplication of benefit is discovered. Subrecipient acknowledges and agrees that it has an affirmative obligation to promptly identify and report any duplication of benefits to the County. In the event that the Subrecipient recovers costs incurred under this Agreement and reimbursed by the County from another source, the Subrecipient shall reimburse the County for all recovered funds originally provided under this Agreement. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the payment(s) are recovered by the Subrecipient to the date repayment is made to the County by the Subrecipient.

SECTION 5. PROCESSING OF REIMBURSEMENT REQUESTS.

A. No more frequently than once every month, the Subrecipient may request reimbursement from the County for costs incurred under this Agreement for costs incurred by Subrecipient under this Agreement for which actual payment has been made. All payment requests shall be submitted using the Payment Request Form made available through the CARES Portal located at the **CARES Documentation and Upload Form** at <https://www.nassaucountyfl.com/1039/Nassau-CARES> and shall be accompanied by sufficient Supporting Documentation (collectively the Payment Request Form and any Supporting Documentation shall hereinafter be referred to as the "Payment Request"). Additionally, at the time of each Payment Request, Subrecipient shall submit a "Progress Report" utilizing a form for same made available through the CARES Portal, which shall describe the nature of the projects and/or activities being funded.

B. Within ten (10) days after receipt of the Payment Request, the County shall, in its sole discretion, determine if the Payment Request, or any portion thereof, is acceptable and in strict compliance with the terms of this Agreement. If it is determined there are any errors in the Payment Request or if additional Supporting Documentation is required, the County shall notify the Subrecipient within fifteen (15) days of receipt of such Payment Request. The Subrecipient shall submit a revised Payment Request within ten (10) days of receipt of notice from the County. The County reserves the right

to delay or deny any Payment Request containing errors or lacking sufficient Supporting Documentation until such deficiencies are corrected to the satisfaction of the County.

C. Upon determination by the County that the Payment Request is sufficient, the County shall, at its sole discretion, either (1) transmit the funds subject to the Payment Request to the Subrecipient within ten (10) days, or (2) initiate the reimbursement process through FDEM in accordance with the FDEM Agreement and FDEM's applicable policies and procedures. Within ten (10) days of the County's receipt of the funds subject to the Payment Request from the FDEM, the County shall remit such funds to the Subrecipient.

SECTION 6. PAYMENTS TO SUBRECIPIENT SUBJECT TO AVAILABILITY OF FUNDS.

The County's performance and obligation to pay Subrecipient under this Agreement is expressly contingent upon the County's actual receipt of applicable funding from FDEM. Authorization for continuation and completion of the projects and/or activities described in the SEP and payment associated therewith may be rescinded by the County at its discretion, upon proper notice to Subrecipient, if the funding from FDEM contemplated under this Agreement is reduced or eliminated.

SECTION 7. REPORTING REQUIREMENTS.

A. Financial and Performance Reports. On or before October 1, 2020, and at least once every sixty (60) days thereafter, Subrecipient shall submit financial and performance reports related to this Agreement and Subrecipient's implementation of the projects and/or activities described in the SEP on forms provided by the County and made available through the CARES Portal.

B. Final Project Report. Within twenty (20) days following the Termination Date, Subrecipient shall submit a "Final Project Report," on a form made available through the CARES Portal, in which the Subrecipient shall describe the status of the Subrecipient's implementation of the projects and/or activities described in the SEP. The Final Project Report shall further include an accounting of all costs and expenses incurred by Subrecipient and such other information as the County deems necessary to facilitate close out of the FDEM Agreement and permit the County to meet all of its obligations and requirements under same.

C. Funding Accountability and Transparency Act. Because of the federal funds awarded under this Agreement, the County must comply with the Federal Funding Accountability and Transparency Act of 2006 ("FFATA"). FFATA requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, www.USASpending.gov. Grant recipients awarded a new Federal grant greater than or equal to \$25,000 awarded on or after October 1, 2010, are subject to FFATA. The Subrecipient agrees assist the County

in providing the information necessary, over the life of this Agreement, for the County to comply with its reporting obligations under FFATA.

D. Nonconsumable and/or nonexpendable personal property or equipment that costs \$1,000 or more purchased by Subrecipient is subject to the requirements set forth in Chapter 274, F.S., Chapter 69I-73, F.A.C., and 2 C.F.R. Part 200 (for equipment in excess of \$5,000), as applicable. The Subrecipient shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Subrecipient shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

SECTION 8. INDEMNIFICATION.

To the fullest extent permitted by law, Subrecipient shall indemnify, defend (by counsel reasonably acceptable to the County) protect and hold the County, and its officers, employees, contractors, and agents, free and harmless from and against any and all claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses and expenses (including, without limitation, attorney's fees and costs during negotiation, through litigation and all appeals therefrom) arising out of or resulting from this Agreement or Subrecipient's performance of the projects and/or activities contemplated in the SEP. It is specifically agreed by and between the Parties that, in accordance with section 768.28 Florida Statutes, neither Party waives any defense of sovereign immunity.

SECTION 9. DEFAULT; TERMINATION; FORCE MAJEURE.

A. Termination for Cause.

1. By County. The County may terminate this Agreement for cause at any time if any covenant, warranty, or representation made by Subrecipient in this Agreement, the SEP, or in any application materials for funding submitted to the County in connection with this Agreement shall at any time be false or misleading in any respect, or in the event of the failure of the Subrecipient to comply with the terms and conditions of this Agreement. Prior to termination, the County shall provide fifteen (15) days written notice of its intent to terminate and shall provide the Subrecipient an opportunity to consult with the County regarding the reason(s) for termination.

2. By Subrecipient. Subrecipient may terminate this Agreement for cause at any time if the County fails to fulfill any of its responsibilities or obligations under this Agreement. Prior to termination, Subrecipient shall provide fifteen (15) days written notice of its intent to terminate setting forth the reasons for such termination, and shall provide the County an opportunity to consult with the Subrecipient regarding the reasons for termination.

B. Termination for Convenience. This Agreement may be terminated for convenience by either Party upon providing the non-terminating Party with ten (10) days written notice.

C. Termination due to Unavailability of Funds. In the event the FDEM Agreements are terminated by FDEM or the funding contemplated under the FDEM Agreements is either reduced or eliminated for any reason, this Agreement may be terminated by the County immediately upon providing written notice to the Subrecipient.

D. Force Majeure. If a force majeure event occurs that causes delays or the reasonable likelihood of delay in the fulfillment of the requirements of this Agreement, the Subrecipient shall promptly notify the County in writing of the anticipated length and cause of the delay, the measures taken or to be taken to minimize the delay and the Subrecipient's intended timetable for implementation of such measures. If the County agrees that the delay or anticipated delay was caused, or will be caused by a force majeure, the County may, at its discretion, extend the time for performance under this Agreement for a period of time equal to the delay resulting from the force majeure upon execution of an amendment to this Agreement by both parties. Such agreement shall be evidenced by an Amendment to the Agreement in accordance with Section 23 hereof. For purposes of this Agreement, "force majeure event" shall be defined as shall be an act of God, strike, lockout, or other industrial disturbance, act of the public enemy, war, blockade, public riot, lightning, fire, flood, explosion, failure to receive timely necessary third party approvals through no fault of the Subrecipient, and any other cause, whether of the kind specifically enumerated herein or otherwise, that is not reasonably within the control of the Subrecipient and/or the County, provided that for purposes of this Agreement, COVID-19 and all events and occurrences related to same shall not be considered a force majeure event. Failure to perform by the Subrecipient's consultant(s) or subcontractor(s) shall not constitute a force majeure event.

E. Effect of Termination. Costs incurred by the Subrecipient after termination of this Agreement shall not be reimbursable unless expressly authorized by the County prior to the effective date of termination.

SECTION 10. REMEDIES; FINANCIAL CONSEQUENCES.

A. In the event that a task, deliverable, or activity to be performed under this Agreement is deemed unsatisfactory by the County, the Subrecipient shall re-perform same, at no additional cost to the County, within twenty (20) days of being notified of the unsatisfactory task, deliverable, or activity, or within such other timeframe as is specified in writing by the County. If such task, deliverable, or activity is not satisfactorily performed within the specified timeframe, the County may, in its sole discretion, terminate this Agreement for cause in accordance with Section 9 hereof.

B. If the Subrecipient materially fails to comply with the terms and conditions of this Agreement, including any federal or state statutes, rules, policies, or regulations,

applicable to this Agreement, the County may, in its sole discretion, take one or more of the following actions:

1. Temporarily withhold cash payments to the Subrecipient pending correction of the deficiency by the Subrecipient or more severe enforcement action by the County or FDEM.

2. Disallow (i.e. 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 this Agreement.

4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 or other applicable federal regulations (or recommend such a proceeding be initiated by FDEM or the Department of the Treasury).

5. Withhold future requests for reimbursement to Subrecipient under any other Agreement between the Parties providing for the subaward of funds from the Coronavirus Relief Fund.

6. Demand a refund, either in whole or in part, of the funds provided to the Subrecipient under this Agreement for non-compliance with the material terms of this Agreement. The Subrecipient, upon such written notification from the County shall refund, and shall forthwith pay to the County, the amount of money demanded by the County. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from the County by the Subrecipient to the date repayment is made by the Subrecipient to the County.

7. Take any other remedy that may be available to the County at law or equity.

8. Costs of the Subrecipient resulting from obligations incurred by the Subrecipient during a suspension or after termination of the Agreement are not allowable unless the County expressly authorizes them in the notice of suspension or termination. Other Subrecipient costs during suspension or after termination that are necessary and not reasonably avoidable are allowable if the following apply:

a. The costs result from obligations which were properly incurred by the Subrecipient before the effective date of suspension or termination, are not in anticipation of it, and in the case of termination, are non-cancellable; and

b. The cost would be allowable if the Agreement were not suspended or expired normally at the end of the funding period in which the termination takes place.

C. CARES Act-Specific Remedies for Noncompliance. In addition to the remedies available in the paragraphs above, the Subrecipient is subject to any CARES Act-specific remedies for noncompliance outlined in the CARES Act and any implementing laws, rules, regulations, and guidance.

D. State and Federal Clawbacks. In the event FDEM, Department of the Treasury, or such other state or federal entity having jurisdiction at any time demands the return of funds paid to Subrecipient pursuant to this Agreement following a state or federal audit or otherwise for any reason, including but not limited to situations where costs paid with such funds were determined to be ineligible or unallowable, Subrecipient shall be solely liable for any such amounts and shall return the full amount of the funds in question to the County promptly upon demand. If Subrecipient fails to comply with its obligation to return funds pursuant to this paragraph, the County may withhold future requests for reimbursement to Subrecipient under this Agreement or any other Agreement between the Parties or pursue any other remedy described in paragraph (B) above or available at law or in equity.

E. The Parties acknowledge and agree that the remedies provided in this Section 10 are separate and apart from the indemnification provisions set forth in Section 8 hereof and that sovereign immunity shall not be a defense to any of the contractual obligations imposed on the Parties in this Section.

SECTION 11. AUDITS; MONITORING.

A. In the event that the Subrecipient expends Seven Hundred Fifty Thousand Dollars (\$750,000.00) or more in Federal awards in its fiscal year, the Subrecipient must have a single or program-specific audit conducted within nine (9) months of the end of the Subrecipient's audit period, in accordance with the provisions of 2 C.F.R. Part 200. In determining the Federal awards expended in its fiscal year, the Subrecipient shall consider all sources of Federal awards, including Federal financial assistance received from the County under this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 C.F.R. Part 200. An audit of the Subrecipient conducted by the Auditor General in accordance with the provision of 2 C.F.R. Part 200 will meet the requirements of this part.

B. If the Subrecipient expends less than Seven Hundred Fifty Thousand Dollars (\$750,000.00) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 C.F.R. Part 200, as revised, is not required for that year, except as noted in 2 C.F.R. § 200.503. In the event that the Subrecipient expends less than Seven Hundred Fifty Thousand Dollars (\$750,000.00) in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 C.F.R. Part 200, as revised, the cost of the audit must be paid from non-Federal resources. In accordance with 2 C.F.R. § 200.501(d), records must be available for review or audit by appropriate officials of FDEM, the County, the Department of the Treasury, and the U.S. Government Accountability Office (GAO).

C. Upon completion of the audit required in this Section, Subrecipient shall promptly transmit a copy of the Subrecipient's audit report to the County. Subrecipient's failure to have an audit conducted in accordance with this Section or failure to implement corrective action in response to any audit findings may result in the County's imposition of remedies as provided in Section 9 hereof.

D. In addition to reviews of audits conducted in accordance with 2 C.F.R. Part 200, monitoring procedures under this Agreement may include, but not be limited to, on-site visits by the County and/or FDEM; limited-scope audits as defined by 2 C.F.R. Part 200; submittal and review of financial management statements; and/or other procedures. By entering into this Agreement, the Subrecipient agrees to comply and cooperate with any reasonable monitoring procedures/processes deemed appropriate by the County and/or FDEM. In the event the County determines that a limited-scope audit of the Subrecipient is appropriate, the Subrecipient agrees to comply with any additional instructions provided by the County and/or FDEM to the Subrecipient regarding such audit. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the County and/or FDEM.

SECTION 12. SUBCONTRACTS; PROCUREMENT; SUBAWARDS.

A. In procuring goods and services under this Agreement, the Subrecipient shall use its own documented procurement procedures, provided that such procurements conform to applicable state and federal law.

B. The Subrecipient may subcontract work under this Agreement as necessary without the prior written consent of the County, subject to the any conditions or limitations imposed by applicable state and federal law and Section 21 hereof concerning debarred/suspended contractors. Regardless of any subcontract, the Subrecipient is ultimately responsible for all projects, programs, activities, and services undertaken by subcontractors under this Agreement. The Subrecipient agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Subrecipient that the County shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Subrecipient shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

C. Subcontractor Determinations and Monitoring. In selecting and monitoring subcontractors, the Subrecipient shall comply with 2 C.F.R. §§ 200.330-332. The Subrecipient shall monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports maintained by the Subrecipient and supported with documented evidence of follow-up actions taken to correct areas of noncompliance, where applicable. Such summaries and documents shall be submitted to the County upon request.

D. Affirmative Action. The County supports diversity in its procurement program and requires that all subcontracting opportunities afforded by this Agreement embrace and encourage diversity. The Subrecipient's award of subcontracts should reflect the diversity of the citizens of the State of Florida. In accordance with 2 C.F.R. § 200.321, the Subrecipient and its subcontractors must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. The Subrecipient agrees to use affirmative steps, and to require its subcontractors and sub-subrecipients to utilize affirmative steps, to ensure that minority businesses and women's business enterprises are used when possible. Such affirmative steps shall at a minimum include:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;

4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, or women's business enterprises;

5. Utilizing services and assistance, as appropriate, of such organizations as the Small Business Administration, the Minority Business Development Agency of the Department of the Commerce, the Florida Department of Management Services (Office of Supplier Diversity), the Florida Department of Transportation, Minority Business Development Center, and Local Government M/DBE programs; and

6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed above in subparagraphs (1) through (5).

7. As used herein, the term "minority and women business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. Prior to award of any subcontract under this Agreement, Subrecipient shall document its efforts made to comply with the requirements of this paragraph. The Subrecipient shall state that it is an Equal Opportunity or Affirmative-Action employer in all solicitations or advertisements for subcontractors or employees who shall perform work under this Agreement.

8. The requirement outlined in subparagraphs (1) through (5) above does not impose an obligation to set aside either the solicitation or award of a contract

to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

9. The requirements described in subparagraphs (1) through (5) above outlines the affirmative steps that the Subrecipient must take; the requirements do not preclude the Subrecipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.

10. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Subrecipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

E. Equal Opportunity. During the performance of this Agreement, the Subrecipient agrees as follows:

1. The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Subrecipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

2. The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3. The Subrecipient will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation

conducted by the employer, or is consistent with the Subrecipient's legal duty to furnish information.

4. The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Subrecipient's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The Subrecipient will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6. The Subrecipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7. In the event of the Subrecipient's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the Subrecipient may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. The Subrecipient shall include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-subrecipient or vendor. The Subrecipient will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Subrecipient becomes involved in, or is threatened with, litigation with a sub-subrecipient or vendor as a result of such direction, the Subrecipient may request the United States to enter into such litigation to protect the interests of the United States.

F. Sub-Awards. The Subrecipient may enter into subaward agreements to provide for the distribution of funds under this Agreement to eligible sub-subrecipients (as defined in 2 C.F.R. §§ 200.92-93) without the prior written consent of the County. Regardless of any subaward, the Subrecipient is ultimately responsible for all projects,

programs, services, and activities undertaken by sub-subrecipients under this Agreement. All such sub-subrecipients shall be subject to the same performance, financial, and reporting requirements as the Subrecipient. In selecting, monitoring, and contracting with sub-subrecipients, the Subrecipient shall comply with 2 C.F.R. §§ 200.330-332. The Subrecipient shall monitor all sub-subrecipients on a regular basis to ensure compliance with this Agreement and all applicable laws, rules, and regulations. Results of monitoring efforts shall be summarized in written reports maintained by the Subrecipient and supported with documented evidence of follow-up actions taken to correct areas of noncompliance, where applicable. Such summaries and documents shall be submitted to the County upon request.

G. Prompt Payment Act. As described in Sections 4 and 5 hereof, Subrecipient agrees and acknowledges that payments made under this Agreement are from federal funds and contingent upon prior approval as to the allowability and eligibility of the costs for which payment is requested by both the County and FDEM. Where applicable, Subrecipient is encouraged to include appropriate provisions regarding its obligations under chapter 218, Part VII, the Local Government Prompt Payment Act, stating that payment to subcontractors is contingent on receipt of federal funds or federal approval.

H. Scrutinized Companies. Subrecipient agrees to observe the requirements of Section 287.135, F.S., for applicable subcontracts and subawards entered into under this Agreement.

SECTION 13. CLOSEOUT.

A. The County will close out this Agreement when it determines that all projects and/or activities and all applicable administrative actions have been completed. Unless an extension is approved by the County, within twenty (20) days after the Termination Date, the Subrecipient must submit any outstanding reports, including the Final Project Report, as well as any required reporting on sub-awards, and must refund to the County any balances of unobligated cash that the County paid in advance or paid and that is not authorized to be retained by the Subrecipient entity for use in other projects. Within thirty (30) days after receipt of all outstanding reports, the County will make upward or downward adjustments to the allowable costs, and then make prompt payments to Subrecipient for remaining allowable reimbursable costs. The closeout of this Agreement does not affect any of the following:

1. The right of the County or FDEM to disallow costs and recover funds on the basis of a later audit or other review;
2. The obligation of the Subrecipient to return any funds due as a result of later refunds, corrections, or other transactions including final indirect cost rate adjustments; or

3. The Subrecipient's obligations regarding audits, property management and disposition (if applicable), and records retention.

B. Unless an extension is approved by the County, the Subrecipient must liquidate all obligations incurred under this Agreement within ninety (90) days after the Termination Date.

SECTION 14. LOBBYING PROHIBITION; CONFLICTS OF INTEREST.

The Subrecipient agrees to comply with, and include in subcontracts and subawards, the following provisions:

A. The Subrecipient certifies that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. The Subrecipient certifies that no funds provided under this Agreement have been used or will be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.

C. Pursuant to 2 C.F.R. §200.450 and 2 C.F.R. §200.454(e), the Subrecipient is hereby prohibited from using funds provided by this Agreement for membership dues to any entity or organization engaged in lobbying activities.

D. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

E. Hatch Act. In accordance with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328), no funds provided, nor personnel employed under this Agreement, shall be in any way or any extent engaged in the conduct of political activities.

SECTION 15. COMPLIANCE WITH LAWS.

The Subrecipient shall comply with all applicable federal, state and local laws, rules, and regulations, and County policies and regulations in performing under this Agreement, including but not limited to the federal laws, regulations rules, policies, and

executive orders described in **Attachments D-1, D-2, and D-3** hereto. The failure of this Agreement to specifically reference a particular federal or state law or regulation, or policy or regulation shall not excuse Subrecipient from compliance with same to the extent such law, regulation, or policy is applicable to Subrecipient's performance under this Agreement. The Subrecipient further agrees to include this provision in all subcontracts entered into under this Agreement.

SECTION 16. NOTICE.

All notices and written communication between the Parties shall be sent by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt (or when receipt is otherwise acknowledged), a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. Any and all notices required by this Agreement shall be delivered to the Parties' respective contact persons at the addresses identified in Section 17. This Section shall not preclude routine communication by the Parties by other means.

SECTION 17. CONTACTS.

All notices required or permitted under this Agreement shall be directed to the following contact persons:

County

Michael S. Mullin
County Manager/Attorney
Nassau County
96135 Nassau Place, Suite 6
Yulee, FL 32097

Subrecipient

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

Either Party may change the above-described contact information by giving notice of such change to the other party Pursuant to Section 16 hereof.

SECTION 18. REAL PROPERTY; EQUIPMENT.

A. If Subrecipient acquires an interest in real property utilizing funds under this Agreement, Subrecipient acknowledges and shall comply with 2 C.F.R. § 200.311 and other applicable laws, rules, and regulations, including, but not limited to CARES

Act guidance issued by FDEM and/or the Department of the Treasury. Pursuant to same, except as otherwise expressly authorized by the County, real property acquired under this Agreement must be used for the originally authorized purpose as long as needed for that purpose, during which time the Subrecipient entity must not dispose of or encumber its title or any other interest therein.

B. Subrecipient's acquisition, use, management, and disposition of equipment under this Agreement shall be in compliance with 2 C.F.R. §§ 200.313 and 200.439 and other applicable laws, rules, and regulations, including, but not limited to CARES Act guidance issued by FDEM and/or the Department of the Treasury.

SECTION 19. UNAUTHORIZED EMPLOYMENT.

The employment of unauthorized aliens by any Subrecipient/subcontractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Subrecipient/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Subrecipient shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

SECTION 20. NON-DISCRIMINATION.

A. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to discrimination in performance of this Agreement. Subrecipient and its subcontractors shall comply with all federal and state laws, rules, regulations, policies and executive orders relating to non-discrimination, including but not limited to those contained in **Attachment D-2, Federal Non-Discrimination Provisions.**

B. An entity or affiliate who has been placed on the State of Florida's discriminatory vendor list 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 award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website:

https://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists.

SECTION 21. DEBARMENT/SUSPENSION.

In accordance with Presidential Executive Order 12549, Debarment and Suspension (2 C.F.R. Part 180), the Subrecipient agrees and certifies that neither it, nor

its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency; and, that the Subrecipient shall not enter into any lower tier contract, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction.. The Subrecipient is responsible for reviewing the status of all proposed subcontractors and subawardees in the System for Award Management (SAM) at <https://sam.gov/SAM/> before entering into any subcontract or sub-award under this Agreement. The Subrecipient shall include language incorporating the requirements of this section in all subcontracts or lower tier agreements executed under this Agreement.

SECTION 22. PHYSICAL ACCESS AND INSPECTION.

As applicable, County and FDEM agents and personnel shall be given access to and may observe and inspect projects, activities, and work being performed under this Agreement.

SECTION 23. AMENDMENTS.

All Amendments are subject to the mutual agreement of both Parties as evidenced in writing.

SECTION 24. PERMITS.

The Subrecipient expressly acknowledges that receipt of the financial assistance provided for under this Agreement does not imply nor guarantee that a federal, state or local permit will be issued for a particular project or activity. Further, the Subrecipient agrees to ensure that all necessary permits are obtained prior to implementation of any activity funded under this Agreement that may fall under applicable federal, state or local laws.

SECTION 25. RECORDS; ACCESS TO RECORDS AND PERSONNEL.

A. Subrecipient shall retain all records generated under this Agreement in accordance with 2 C.F.R. § 200.333.

B. Subrecipient shall comply with the Florida Public Records Law, codified at Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law. Subrecipient shall keep and maintain public records generated by the Subrecipient in association with its performance of this Agreement.

C. This Agreement may be unilaterally canceled by the County for refusal by the Subrecipient to either provide to the County upon request, or to allow inspection and copying of, all public records made or received by the Subrecipient in conjunction with this Agreement and subject to disclosure under Chapter 119, F.S.

D. IF THE SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS BY TELEPHONE AT (904) 548-4600, BY WEBSITE LINK AT <https://nassauclerk.com/public-records-request/>, OR AT THE MAILING ADDRESS BELOW:

**Nassau County Clerk of the Circuit Court and Comptroller
76347 Veterans Way
Yulee, FL, 32097**

E. The Subrecipient acknowledges and agrees that the County, FDEM, the U.S. Department of Treasury, the Treasury Office of Inspector General, the Comptroller General of the United States (Government Accountability Office (GAO)), or their authorized representatives, shall have timely and unrestricted access to any pertinent books, documents, papers, and records, whether written, printed, recorded, produced, or reproduced by any electronic, mechanical, magnetic, or other process or medium, in order to make audits, inspections, investigations, excerpts, transcripts, or other examinations as authorized by law. This also includes timely and reasonable access to the Subrecipient's personnel for the purpose of interview and discussion related to such documents. In the event any work is subawarded or subcontracted, the Subrecipient shall similarly require each sub-subrecipient and subcontractor to maintain and allow access to such records for audit purposes.

F. The County, FDEM, the U.S. Department of Treasury, the Treasury Office of Inspector General, the Comptroller General of the United States (GAO), or their authorized representatives shall have the right during normal business hours to conduct announced and unannounced onsite and offsite physical visits of the Subrecipient and their subcontractors corresponding to the duration of their records retention obligation for this Agreement.

G. The rights of access in this Section are not limited to the required retention period for the applicable records but last as long as the records are retained.

H. The Subrecipient agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.

SECTION 26. MISCELLANEOUS.

A. Assignment. No assignment, delegation, transfer, or novation of this Agreement, or any part hereof, may be made unless in writing and signed by both Parties.

B. Execution in Counterparts. This Agreement, and any Amendments or Change Orders thereto, may be executed in multiple counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by email delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the Party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

C. Interpretation; Severability. This Agreement shall be construed in accordance with the laws of the State of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

D. Entire Agreement; Joint Preparation. This Agreement represents the entire agreement of the Parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the Parties hereto, and attached to the original of this Agreement, unless otherwise provided herein. The Parties represent and agree that they have jointly negotiated this Agreement and have had the opportunity to consult with and be represented by their own competent counsel. This Agreement is therefore deemed to have been jointly prepared by the Parties and no part hereof shall be construed more severely against one of the Parties than the other.

E. Venue. Venue for any litigation arising from this Agreement shall be in Nassau County, Florida.

[THE REMAINDER OF THIS PAGE LEFT BLANK]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed, the day and year last written below.

NASSAU COUNTY

By: _____

Print Name and Title

Date: _____

Attest:

By: _____

Print Name and Title

CITY OF FERNANDINA BEACH

By: _____

Dale L. Martin, City Manager

Print Name and Title

Date: _____

Attest:

By: _____

Caroline Best, City Clerk

Print Name and Title

ATTACHMENT A
FDEM AGREEMENT

Agreement Number: Y2286**CARES ACT FUNDING AGREEMENT**

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division" or "Recipient"), and Nassau County, (hereinafter referred to as the "County" or "Subrecipient").

This agreement is entered into based on the following representations:

- A. The Subrecipient represents that it is fully qualified and eligible to receive this funding for the purposes identified herein; and
- B. The Division has received these funds from the U.S. Department of Treasury through the State of Florida and has the authority to distribute these funds to the Subrecipient upon the terms and conditions below; and
- C. The Division has statutory authority to disburse the funds under this Agreement.
- D. The CARES Act, section 601(d) of the Social Security Act, created the Coronavirus Relief Fund (CRF) and provided Florida with \$8,328,221,072; 55% of which was allocated to the State of Florida and 45% was allocated to counties.
- E. The United States Department of the Treasury disbursed \$2,472,413,692 of these funds directly to counties with a population in excess of 500,000.
- F. A remaining balance of \$1,275,285,790 was reverted to the State of Florida from the local government allocation, for the State to disburse to counties with populations less than 500,000.

Therefore, the Division and the Subrecipient agree to the following:

(1) **LAWS, RULES, REGULATIONS, AND POLICIES**

- a. Performance under this Agreement is subject to 2 C.F.R Part 200, entitled "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards."
- b. As required by section 215.971(1), Florida Statutes, this Agreement includes:
 - i. A provision specifying a scope of work that clearly establishes the tasks that the Recipient is required to perform.
 - ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment or reimbursement. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.
 - iii. A provision specifying the financial consequences that apply if the Subrecipient fails to perform the minimum level of service required by the agreement.
 - iv. A provision specifying that the Subrecipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.
 - v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.
 - vi. A provision specifying that any funds paid in excess of the amount to which the Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.
- c. In addition to the foregoing, the Subrecipient and the Division will be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment B. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(2) CONTACT

- a. In accordance with section 215.971(2), Florida Statutes, the Division's Program Manager will be responsible for enforcing performance of this Agreement's terms and conditions and will serve as the Division's liaison with the Subrecipient. As part of his/her duties, the Program Manager for the Division will monitor and document Subrecipient performance.
- b. The Division's Program Manager for this Agreement is:

Wesley Sapp
Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
Telephone: (850) 815-4431
 Email: Wesley.Sapp@em.myflorida.com

- c. The name and address of the representative of the Recipient responsible for the administration of this Agreement is:

Allison McLeary
 Division of Emergency Management
 2555 Shumard Oak Blvd
 Telephone: 850-815-4455
 Email: Allison.McLeary@em.myflorida.com

- d. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

(3) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(4) EXECUTION

This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(5) MODIFICATION

This agreement may not be modified.

(6) PERIOD OF AGREEMENT

This Agreement shall be effective on March 1, 2020 and shall end on December 30, 2020, unless terminated earlier in accordance with the provisions of Paragraph (15) TERMINATION. In accordance with section 215.971(1)(d), Florida Statutes, the Subrecipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during the specific agreement period."

(7) FUNDING

- a. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either Chapter 216, Florida Statutes, and the Florida Constitution.
- b. This is a modified reimbursement agreement. The State, through the Division, will make an initial disbursement to the county of 25% of the total amount allocated to the county according to the United States Department of the Treasury. Any additional amounts will be disbursed on a reimbursement basis.

- c. Subrecipients may use payments for any expenses eligible under section 601(d) of the Social Security Act, specifically the Coronavirus Relief Fund and further outlined in US Treasury Guidance. Payments are not required to be used as the source of funding of last resort.
- d. The Division's Program Manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the period of agreement and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Subrecipient.
- e. For the purposes of this Agreement, the term "improper payment" means or includes:
 - i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements.
- f. As required by the Reference Guide for State Expenditures, 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.
- g. Counties should provide funding to municipalities within their jurisdiction upon request for eligible expenditures under the CARES Act. However, counties are responsible for the repayment of funds to the Division for expenditures that the Division or the Federal government determines are ineligible under the CARES Act.
- h. The CARES Act requires that the payments from the Coronavirus Relief Fund only be used to cover expenses that¹—
 - i. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
 - ii. were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and
 - iii. were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020. Funds transferred to Subrecipient must qualify as a necessary expenditure incurred due to the public health emergency and meet the other criteria of section 601(d) of the Social Security Act. Such funds would be subject to recoupment by the Treasury Department if the funds have not been used in a manner consistent with section 601(d) of the Social Security Act.
- i. Examples of Eligible Expenses include, but are not limited to:
 - i. Medical expenses
 - ii. Public health expenses
 - iii. Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
 - iv. Expenses of actions to facilitate compliance with COVID-19 related public health measures.
 - v. Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency.
 - vi. Any other COVID-19 – related expenses reasonably necessary to the function of government that satisfy the fund's eligibility criteria.

(8) INVOICING

- a. In order to obtain reimbursement for expenditures in excess of the initial 25% disbursement, the Subrecipient must file with the Division Grant Manager its request for reimbursement and any other information required to justify and support the payment request. Payment requests must include a certification, signed by an official who is authorized to legally bind the Subrecipient, which reads as follows:

¹ <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729–3730 and 3801–3812).

- b. Reimbursements will only be made for expenditures that the Division provisionally determines are eligible under the CARES Act. However, the Division's provisional determination that an expenditure is eligible does not relieve the county of its duty to repay the Division for any expenditures that are later determined by the Division or the Federal government to be ineligible.

(9) RECORDS

- a. As a condition of receiving state or federal financial assistance, and as required by sections 20.055(6)(c) and 215.97(5)(b), Florida Statutes, the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Subrecipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Subrecipient's personnel for the purpose of interview and discussion related to such documents. For the purposes of this section, the term "Subrecipient" includes employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement.
- b. The Subrecipient shall maintain all records related to this Agreement for the period of time specified in the appropriate retention schedule published by the Florida Department of State. Information regarding retention schedules can be obtained at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>.
- c. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) all meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded.
- d. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection.

IF THE SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-4156, Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.

(10)AUDITS

- a. In accounting for the receipt and expenditure of funds under this Agreement, the Subrecipient must follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.49, "GAAP has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."
- b. When conducting an audit of the Subrecipient's performance under this Agreement, the Division must use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.50, "GAGAS, also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."
- c. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of and strict compliance with this Agreement, the Subrecipient will be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the Division has notified the Subrecipient of such non-compliance.
- d. The Subrecipient must have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor must state that the audit complied with the applicable provisions noted above. The audits must be received by the Division no later than nine months from the end of the Subrecipient's fiscal year.
- e. The Subrecipient must send copies of reporting packages required under this paragraph directly to each of the following:

i.

The Division of Emergency Management

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

ii.

The Auditor General

Room 401, Claude Pepper Building

111 West Madison Street

Tallahassee, Florida 32399-1450

- f. Fund payments are considered to be federal financial assistance subject to the Single Audit Act and the related provisions of the Uniform Guidance.

(11)REPORTS

- a. The Subrecipient must provide the Division with quarterly reports and a close-out report. These reports must include the current status and progress of the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

- b. Quarterly reports are due to the Division no later than 15 days after the end of each quarter of the program year and must be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31. The first quarterly report due pursuant to this agreement is due for the quarter ending September 30, 2020.
- c. The close-out report is due sixty (60) days after termination of this Agreement or 60 days after completion of the activities contained in this Agreement, whichever occurs first.
- d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (15) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.
- e. The Subrecipient must provide additional program updates or information that may be required by the Division.

(12) MONITORING

In addition to reviews of audits conducted in accordance with paragraph (10) AUDITS above, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, or other procedures. The Subrecipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Subrecipient is appropriate, the Subrecipient agrees to comply with any additional instructions provided by the Division to the Subrecipient regarding such audit. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Subrecipient throughout the period of agreement to ensure timely completion of all tasks.

(13) LIABILITY

Any Subrecipient which is a state agency or subdivision, as defined in section 768.28, Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity applies. Nothing herein will be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement.

(14) DEFAULT

- a. If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds will, if the Division elects, terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (15) REMEDIES. However, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment.
- b. If any warranty or representation made by the Subrecipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Subrecipient fails to keep or perform any of the obligations, terms or covenants in this

Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

- c. If material adverse changes occur in the financial condition of the Subrecipient at any time during the period of agreement, and the Subrecipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the Division.
- d. If any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information;
- e. If the Subrecipient has failed to perform and complete on time any of its obligations under this Agreement.

(15) REMEDIES

If an Event of Default occurs, then the Division may, after thirty (30) calendar days written notice to the Subrecipient and upon the Subrecipient's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

- a. Terminate this Agreement, provided that the Subrecipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (2) CONTACT herein;
- b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;
- c. Withhold or suspend payment of all or any part of a request for payment;
- d. Require that the Subrecipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.
- e. Exercise any corrective or remedial actions, to include but not be limited to:
 - i. request additional information from the Subrecipient to determine the reasons for or the extent of non-compliance or lack of performance,
 - ii. issue a written warning to advise that more serious measures may be taken if the situation is not corrected,
 - iii. advise the Subrecipient to suspend, discontinue or refrain from incurring costs for any activities in question,
 - iv. require the Subrecipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible, or
 - v. request the Department of Revenue to withhold from any future payment due to the county under the Revenue Sharing Act of 1972 described in Part II of Chapter 218, Florida Statutes, or the Participation in Half Cent Sales Tax Proceeds described in Part IV of Chapter 218, Florida Statutes, an amount equal to any repayment due to the Division under this Agreement.
- f. Exercise any other rights or remedies which may be available under law. Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Subrecipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Subrecipient.

(16) TERMINATION

- a. The Division may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Subrecipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Florida Division of Emergency Management Statutes, as amended.
- b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line

with the further expenditure of funds, by providing the Subrecipient with thirty (30) calendar days prior written notice.

- c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of this Agreement.
- d. In the event this Agreement is terminated, the Subrecipient will not incur new obligations for the terminated portion of this Agreement after they have received the notification of termination. The Subrecipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Subrecipient will not be relieved of liability to the Division because of any breach of this Agreement by the Subrecipient. The Division may, to the extent authorized by law, withhold payments to the Subrecipient for the purpose of set-off until the exact amount of damages due the Division from the Subrecipient is determined.

(17) ATTACHEMENTS

- a. All attachments to this Agreement are incorporated as if set out fully.
- b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments will control, but only to the extent of the conflict or inconsistency.

(18) PAYMENTS

- a. The State of Florida, through the Division, will make a disbursement of each County government's allocation as calculated by the United States Department of the Treasury. Funding for Nassau County is in the amount of \$3,866,095.00.

(19) REPAYMENTS

- a. All refunds, return of improper payments, or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management," and mailed directly to the following address:

Division of Emergency Management

Cashier

2555 Shumard Oak Boulevard

Tallahassee FL 32399-2100

- b. In accordance with section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Subrecipient shall pay the Division a service fee of \$15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(20) MANDATED CONDITIONS AND OTHER LAWS

- a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Subrecipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials is incorporated by reference. The inaccuracy of the submissions or any material changes will, at the option of the Division and with thirty (30) days written notice to the Subrecipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Subrecipient.
- b. This Agreement must be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement will be in the Circuit Court of Leon County. If any

provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision is null and void to the extent of the conflict, and is severable, but does not invalidate any other provision of this Agreement.

- c. Any power of approval or disapproval granted to the Division under the terms of this Agreement will survive the term of this Agreement.
- d. This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.
- e. The Subrecipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.
- f. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list 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 a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of thirty-six (36) months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.
- g. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with Chapter 216, Florida Statutes, or the Florida Constitution.
- h. All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
- i. Any bills for travel expenses must be submitted in accordance with section 112.061, Florida Statutes.
- j. The Division reserves the right to unilaterally cancel this Agreement if the Subrecipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, which the Subrecipient created or received under this Agreement.
- k. If the Subrecipient is allowed to temporarily invest any advances of funds under this Agreement, they must use the interest earned or other proceeds of these investments only to cover expenditures incurred in accordance with section 601(d) of the Social Security Act and the Guidance on eligible expenses. If a government deposits CRF payments in a government's general account, it may use those funds to meet immediate cash management needs provided that the full amount of the payment is used to cover necessary expenditures. Fund payments are not subject to the Cash Management Improvement Act of 1990, as amended. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Subrecipient of the employment provisions contained in Section 274A(e) of the INA will be grounds for unilateral cancellation of this Agreement by the Division.
- l. The Subrecipient is subject to Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) with respect to the meetings of the Subrecipient's governing board or the meetings of any subcommittee making recommendations to the governing board. All of these meetings must be publicly noticed, open to the public, and the minutes of all the meetings will be public records, available to the public in accordance with Chapter 119, Florida Statutes.

- m. All expenditures of state or federal financial assistance must be in compliance with the laws, rules and regulations applicable to expenditures of State funds, including but not limited to, the Reference Guide for State Expenditures.
- n. This Agreement may be charged only with allowable costs resulting from obligations incurred during the period of agreement.
- o. Any balances of unobligated cash that have been advanced or paid that are not authorized to be retained for direct program costs in a subsequent period must be refunded to the Division.
- p. If the purchase of the asset was consistent with the limitations on the eligible use of funds provided by section 601(d) of the Social Security Act, the Subrecipient may retain the asset. If such assets are disposed of prior to December 30, 2020, the proceeds would be subject to the restrictions on the eligible use of payments from the Fund provided by section 601(d) of the Social Security Act.

(21) LOBBYING PROHIBITION

- a. Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency."
- b. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.
- c. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.
- d. Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency."
- e. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.
 - i. The Subrecipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:
 - ii. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
 - iii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Subrecipient must complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."
 - iv. The Subrecipient must require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipient s shall certify and disclose.
 - v. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed

by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(22) LEGAL AUTHORIZATION

The Subrecipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Subrecipient also certifies that the undersigned person has the authority to legally execute and bind the Subrecipient to the terms of this Agreement.

(23) ASSURANCES

The Subrecipient must comply with any Statement of Assurances incorporated as Attachment C.

(24) EQUAL OPPORTUNITY EMPLOYMENT

- a. In accordance with 41 C.F.R. §60-1.4(b), the Subrecipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

- i. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- ii. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- iii. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- iv. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- v. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- vi. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- vii. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- viii. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(25) COPELAND ANTI-KICKBACK ACT

- a. The Subrecipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:
 - i. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
 - ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

- iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(26) CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Subrecipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

(27) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

- a. If the Subrecipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$150,000, then any such contract must include the following provision:
 - i. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

(28) SUSPENSION AND DEBARMENT

- a. If the Subrecipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:
 - i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
 - ii. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 - iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
 - iv. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(29) BYRD ANTI-LOBBYING AMENDMENT

- a. If the Subrecipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:
 - i. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Subrecipient.

(30) CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

- a. If the Subrecipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Subrecipient must take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:
 - i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (i). through v. of this subparagraph.
- b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.
- c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Subrecipient must take; the requirements do not preclude the Subrecipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.
- d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Subrecipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

SUB-RECIPIENT:

By:

Name and title:

Date:

FID#


Daniel B. Leeper, Chairman6-17-2059-1863042**STATE OF FLORIDA****DIVISION OF EMERGENCY MANAGEMENT**

By:

Allison McLearyName and Title

Digitally signed by Allison McLeary
DN: dc=org, dc=fleoc, ou=DEM_Users,
ou=Recovery, ou=RecoveryCoordination,
cn=Allison McLeary,
email=Allison.McLeary@em.myflorida.com
Date: 2020.06.24 16:59:03 -0400

Interim Bureau Chief

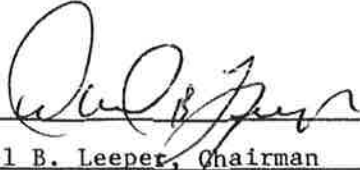
6-24-20

Date:

SUB-RECIPIENT:

By:

Name and title:



Daniel B. Leeper, Chairman

Date:

6-17-20

FID#

59-1863042

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

By:

Name and Title:

Date:

EXHIBIT 1

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

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project –

State awarding agency: Florida Division of Emergency Management

Catalog of State Financial Assistance Title:

Catalog of State Financial Assistance Number:

Attachment A

CARES ACT CORONAVIRUS RELIEF FUND ELIGIBILITY CERTIFICATION

I, , am the Authorized Agent of Nassau County County ("County") and I certify that:

1. I have the authority on behalf of County to request grant payments from the State of Florida ("State") for federal funds appropriated pursuant to section 601 of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act, Pub. L. No. 116-136, div. A, Title V (Mar. 27, 2020).
2. I understand that the State will rely on this certification as a material representation in making grant payments to the County.
3. I acknowledge that County should keep records sufficient to demonstrate that the expenditure of funds it has received is in accordance with section 601(d) of the Social Security Act.
4. I acknowledge that all records and expenditures are subject to audit by the United States Department of Treasury's Inspector General, the Florida Division of Emergency Management, and the Florida State Auditor General, or designee.
5. I acknowledge that County has an affirmative obligation to identify and report any duplication of benefits. I understand that the State has an obligation and the authority to deobligate or offset any duplicated benefits.
6. I acknowledge and agree that County shall be liable for any costs disallowed pursuant to financial or compliance audits of funds received.
7. I acknowledge that if County has not used funds it has received to cover costs that were incurred by December 30, 2020, as required by the statute, those funds must be returned to the United States Department of the Treasury.
8. I acknowledge that the County's proposed uses of the funds provided as grant payments from the State by federal appropriation under section 601 of the Social Security Act will be used only to cover those costs that:
 - a. are necessary expenditures incurred due to the public health emergency and governor's disaster declaration on March 13, 2020 with respect to the Coronavirus Disease 2019 (COVID-19);
 - b. were not accounted for in the budget most recently approved as of March 27, 2020, for County; and
 - c. were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.

In addition to each of the statements above, I acknowledge on submission of this certification that my jurisdiction has incurred eligible expenses between March 1, 2020 and the date noted below.

By:

Name and title: Michael S. Mullin, County Manager

Date: 6-17-20

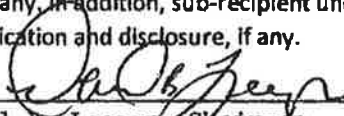
Attachment A - CERTIFICATION REGARDING LOBBYING**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

The undersigned sub-recipient, Nassau County, certifies, to the best of his or her knowledge that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. Sec. 1352 (as amended by the Lobbying Disclosure Act of 119). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The sub-recipient, Nassau County, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, sub-recipient understands and agrees that the provisions of 31 U.S.C. Sec. 3801 et seq. apply to his certification and disclosure, if any.

By: 

Name and title: _____

Date: _____

Daniel B. Leeper, Chairman
6-17-20

STATE OF FLORIDA**DIVISION OF EMERGENCY MANAGEMENT**

By: _____

Name and title: _____

Date: _____

Allison McLeary

Digitally signed by Allison McLeary
DN: dc=org, dc=fleoc, ou=DEM_Users,
ou=Recovery, ou=RecoveryCoordination,
cn=Allison McLeary,
email=Allison.McLeary@em.myflorida.com
Date: 2020.06.24 16:53:40 -0400

Interim Bureau Chief

6-24-20

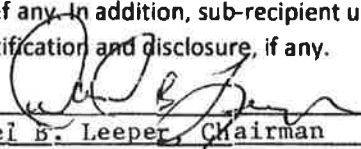
Attachment A - CERTIFICATION REGARDING LOBBYING**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

The undersigned sub-recipient, Nassau County, certifies, to the best of his or her knowledge that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. Sec. 1352 (as amended by the Lobbying Disclosure Act of 119). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The sub-recipient, Nassau County, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, sub-recipient understands and agrees that the provisions of 31 U.S.C. Sec. 3801 *et seq.* apply to his certification and disclosure, if any.

By: 

Name and title: Daniel B. Leeper, Chairman

Date: 6-17-20

STATE OF FLORIDA**DIVISION OF EMERGENCY MANAGEMENT**

By: _____

Name and title _____

Date: _____

Attachment B**PROGRAM STATUTES AND REGULATIONS**

42 USC 801(d) CARES Act	Creation of the Coronavirus Relief Fund (CRF)
Section 215.422, Florida Statutes	Payments, warrants, and invoices; processing time limits; dispute limitation; agency or judicial branch compliance
Section 215.971, Florida Statutes	Agreements funded with federal and state assistance
Section 216.347, Florida Statutes	Disbursement of grant and aids appropriations for lobbying prohibited
CFO MEMORANDUM NO. 04 (2005-06)	Compliance Requirements for Agreements

ATTACHMENT B
SUBRECIPIENT EXPENDITURE PLAN

1. Subrecipient name: **City of Fernandina Beach**
2. Subrecipient's DUNS number: **079192274**
3. Description of Eligible Expenditure Approved by the Nassau County Board of County Commissioners on August 12, 2020:

Tier	Request Description	Amount Subject to Agreement
2	Reimbursement for Non-Profit Funding	\$269,000

ATTACHMENT C

SUPPORTING DOCUMENTATION REQUIREMENTS

Supporting documentation must be provided for each amount for which reimbursement is being claimed. Each piece of documentation should clearly reflect the dates on which the service and/or goods were provided and show that actual payment was made for same (i.e. via cancelled checks or comparable means). Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.).

Listed below are examples of the types of documentation representing the minimum requirements for various categories of costs:

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 expenses must be in accordance with Section 112.061, Florida Statutes, and include sufficient documentation as to expenses for which reimbursement is sought and also the purpose of the travel.

4. **Other direct costs:** Reimbursement will be made based on paid invoices/receipts.

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

6. **Contractual Services (Subcontractors):** Reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from the Subrecipient. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours/time spent on the Project. All multipliers used (i.e., fringe benefits, overhead, and/or general and administrative rates) shall be supported by audit. If the County determines that multipliers charged by any subcontractor exceeded the rates supported by audit, the Subrecipient shall be required to reimburse such funds to

the County within thirty (30) days of written notification. Interest on the excessive charges shall be calculated based on the prevailing rate used by the State Board of Administration.

ATTACHMENT D-1

FEDERAL PROVISIONS APPLICABLE TO SUBRECIPIENT

The projects, programs, and activities to be funded under this Agreement are fully or partially funded by Federal grants and therefore, the Subrecipient and its contractors will be required to comply with the following provisions:

1. **Drug Free Workplace Requirements:** All Subrecipients and contractors entering into Federal funded contracts over the simplified acquisition threshold (as defined at 41 U.S.C. § 134) must comply with the Drug Free Workplace Act of 1988 (41 U.S.C. 8102), which requires the Subrecipient to take certain actions to provide a drug-free workplace.

2. **Davis-Bacon Act:** If applicable, the Subrecipient agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. §§ 3141-3144 and 3136-3148), and to require all of its contractors performing work under this Agreement to adhere to same. The Subrecipient and its contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Subrecipient and its contractors are required to pay wages not less than once a week. If the grant award contains Davis Bacon provisions, the Subrecipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation documents. The decision to award a contract shall be conditioned upon the acceptance of the wage determination. The Subrecipient shall must report all suspected or reported violations of the Davis-Bacon Act to the County.

3. **Copeland Anti Kick Back Act:** Subrecipient and its contractors shall comply with all the requirements of the Copeland Anti-Kickback Act (18 U.S.C. § 874 and 40 U.S.C. § 3145, as supplemented by Department of Labor regulations at 29 CFR Part 3), which are incorporated by reference to this Agreement. Subrecipient and its contractors are prohibited from inducing by any means any person employed in the construction, completion or repair of public work to give up any part of the compensation to which he or she is otherwise entitled.

4. **Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701–3708):** Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. § 3702 of the Act, each contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required

to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

5. Debarment and Suspension (Executive Orders 12549 and 12689): A contract award (see 2 CFR 180.220) must not be made under this Agreement to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR part 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), Debarment and Suspension. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The contractor shall certify compliance. The Subrecipient further agrees to include a provision requiring such compliance in its lower tier covered transactions and subcontracts, which shall read as follows:

Applicants or bidders for a lower tier covered transaction (except procurement contracts for goods and services under \$25,000 not requiring the consent of the County and/or the applicable state or federal entity) are subject to 2 C.F.R. Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)." In addition, applicants or bidders for a lower tier covered transaction for a subaward, contract, or subcontract greater than \$100,000 of Federal funds at any tier are subject to relevant statutes, including among others, the provisions of 31 U.S.C. 1352, as well as the common rule, "New Restrictions on Lobbying," published at 55 FR 6736 (February 26, 1990), including definitions, and the Office of Management and Budget "Governmentwide Guidance for New Restrictions on Lobbying," and notices published at 54 FR 52306 (December 20, 1989), 55 FR 24540 (June 15, 1990), 57 FR 1772 (January 15, 1992), and 61 FR 1412 (January 19, 1996)

6. Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352): Subrecipients that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. The contractor shall certify compliance.

7. **501(c)(4) Entities.** The Lobbying Disclosure Act of 1995, as amended (2 U.S.C. §1601 *et seq.*), prohibits any organization described in Section 501(c)(4) of the Internal Revenue Code that engages in lobbying activities, from receiving federal funds, including through an award, grant, and/or subgrant. Subrecipient shall ensure that its contractors and sub-awardees comply with this requirement.

8. **Federal Changes:** Subrecipient shall comply with all applicable Federal agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of the contract.

9. **Safeguarding Personal Identifiable Information:** Subrecipient and its contractors and subawardees will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, state and/or local laws regarding privacy and obligations of confidentiality.

10. **Energy Policy and Conservation Act (43 U.S.C. §6201):** Contracts shall comply with mandatory standards and policies relating to energy efficiency, stating in the state energy conservation plan issued in compliance with the Energy Policy and Conservation act. (Pub. L. 94-163, 89 Stat. 871) [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].

11. **Right to Inventions Under Federal Grants.** If applicable, Subrecipient shall comply with the requirements of 37 C.F.R. part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

ATTACHMENT D-2

FEDERAL NON-DISCRIMINATION PROVISIONS

In performing under this Agreement, Subrecipient and its contractors shall comply with the following federally mandated non-discrimination requirements, as applicable:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.)
2. Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681 et seq.)
3. Americans with Disabilities Act of 1990 (ADA) (42 U.S.C. §§ 12101 et seq.)
4. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794)
5. Revised ADA Standards for Accessible Design for Construction Awards
 - a. Title II of the Americans with Disabilities Act (ADA) (28 C.F.R. part 35; 75 FR 56164, as amended by 76 FR 13285)
 - b. Title III of the ADA (28 C.F.R. part 36; 75 FR 56164, as amended by 76 FR 13286)
6. Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.)
7. Parts II and III of EO 11246, "Equal Employment Opportunity," (30 FR 12319, 1965), as amended by EO 11375 (32 FR 14303, 1967)
8. EO 12086 "Consolidation of contract compliance functions for equal employment opportunity" (43 FR 46501, 1978), requiring federally assisted construction contracts to include the non-discrimination provisions of §§ 202 and 203 of EO 11246 "Equal Employment Opportunity" (41 C.F.R. § 60-1.4(b), 1991)
9. EO 13166 (August 11, 2000), "Improving Access to Services for Persons With Limited English Proficiency"
10. Pilot Program for Enhancement of Employee Whistleblower Protections. The National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2013 (Pub. L. No. 112-239, enacted January 2, 2013 and codified at 41 U.S.C. § 4712)

ATTACHMENT D-3

ENVIRONMENTAL COMPLIANCE

In performing under this Agreement, Subrecipient and its contractors shall comply with all of the federal environmental statutes, regulations, and executive orders listed below, as applicable:

1. The National Environmental Policy Act (42 U.S.C. § 4321 et seq.)
2. The Endangered Species Act (16 U.S.C. § 1531 et seq.)
3. Magnuson-Stevens Fishery Conservation and Management Act (16 U.S.C. § 1801 et seq.)
4. Clean Water Act Section 404 (33 U.S.C. § 1344 et seq.)
5. The Migratory Bird Treaty Act (16 U.S.C. §§ 703-712); Bald and Golden Eagle Protection Act (16 U.S.C. § 668 et seq.), and Executive Order No. 13186, Responsibilities of Federal Agencies to Protect Migratory Birds
6. National Historic Preservation Act (54 U.S.C. § 300101 et seq.) and the Advisory Council on Historic Preservation Guidelines (36 CFR part 800)
7. Clean Air Act (42 U.S.C. § 7401 et seq.), Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.) (Clean Water Act), and Executive Order 11738 ("Providing for administration of the Clean Air Act and the Federal Water Pollution Control Act with respect to Federal contracts, grants or loans"). Violations must be reported to the County and the Regional Office of the Environmental Protection Agency (EPA) immediately upon discovery.
8. The Flood Disaster Protection Act (42 U.S.C. § 4002 et seq.)
9. Executive Order 11988 ("Floodplain Management") and Executive Order 11990 ("Protection of Wetlands")
10. Executive Order 13112 ("Invasive Species")
11. The Coastal Zone Management Act (16 U.S.C. § 1451 et seq.)
12. The Coastal Barriers Resources Act (16 U.S.C. § 3501 et seq.)
13. The Wild and Scenic Rivers Act (16 U.S.C. § 1271 et seq.)
14. The Safe Drinking Water Act (42 U.S.C. § 300 et seq.)
15. The Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.)

16. The Comprehensive Environmental Response, Compensation, and Liability Act (Superfund) (42 U.S.C. § 9601 et seq.)

17. Executive Order 12898 ("Environmental Justice in Minority Populations and Low Income Populations")

18. Rivers and Harbors Act (33 U.S.C. § 407)

19. Marine Protection, Research and Sanctuaries Act (Pub. L. 92-532, as amended), National Marine Sanctuaries Act (16 U.S.C. § 1431 et seq.), and Executive Order 13089 ("Coral Reef Protection")

20. Farmland Protection Policy Act (7 U.S.C. 4201 et seq.)

21. Fish and Wildlife Coordination Act (16 U.S.C. 661 et seq.)

22. Pursuant to 2 CFR §200.322, Subrecipient and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

ATTACHMENT E
CERTIFICATION REGARDING USE OF FUNDS

I, Dale L. Martin, in my capacity as Chief Executive for the Subrecipient, hereby certify and affirm that the funds to be provided to Subrecipient under this Agreement, whether directly or on a reimbursement basis, shall only be used to cover those costs that:

(1) are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);

(2) were not accounted for in the budget most recently approved as of the date of enactment of this section for the Subrecipient; and

(3) were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020, or such earlier date as may be provided in the Agreement.

SUBRECIPIENT

By: _____

Mr. Dale L. Martin, City Manager

Print Name and Title

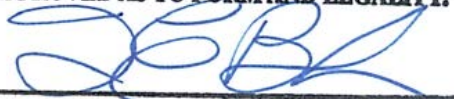
Date: _____

Attest:

By: _____

Print Name and Title

APPROVED AS TO FORM AND LEGALITY:



CITY ATTORNEY

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Resolution 2020-147
Budget Amendment - Various Departments

ITEM TYPE: Resolution (w/o fiscal impact)

REQUESTED ACTION: Consider Resolution 2020-147.

SYNOPSIS: According to Code Sec 2-412 and Charter Section 74, the City Commission must approve any budget transfers over \$7,500.

City staff has identified several areas needing additional funds for Fiscal Year 2019/2020. Seven budget amendments are needed to ensure expenditures do not exceed the budget on a line-by-line basis for fiscal year ending September 30, 2020.

FISCAL IMPACT: Funds are available for these transfers.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2020-147.

Dale L. Martin, City Manager 9/28/2020

Tammi E. Bach, City Attorney 9/29/2020

Katie Newton, Legal Assistant 9/29/2020

Date: September 14, 2020

Submitted By: Pauline Testagrose, Comptroller

COMMISSION ACTION: Adopt

RESOLUTION 2020-147

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING AMENDMENTS TO THE BUDGET FOR FISCAL YEAR 2019/2020; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City adopts and operates under a budget for the fiscal year and the City Charter requires that the City Commission approve any budget amendment over \$7,500; and

WHEREAS, City staff has identified several areas needing additional funds for Fiscal Year 2019/2020; and

WHEREAS, eight budget amendments are needed to ensure expenditures do not exceed the budget on a line-by-line basis for fiscal year ending September 30, 2020.

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

SECTION 1. The City Commission hereby approves the following budget amendments:

- a. Code Enforcement, a transfer (see table) for higher than anticipated expenses.

Account		Name	To in the amount of	From in the amount of
0012420	51200	Salaries	23,257	
0012420	52300	Health Insur	3,972	
0012420	51350	Part-Time		12,389
0012420	53400	Contractual		14,840

- b. Streets, a transfer (see table) for higher than anticipated expenses.

Account		Name	To in the amount of	From in the amount of
0014100	54300	Utilities Electric	61,500	
0014100	51200	Salaries		30,000
0014100	51400	Overtime		8,000
0014100	52200	Pension		15,000
0014100	52300	Health Insur		3,000
0014100	54000	Training Travel		5,500
0014100	56400	Mach/Equip	1,926	
0014100	55230	Gas/Oil		1,926

- c. Building, a transfer of \$3,200 from Professional Services account, 140 53100, to R&M Vehicle Parts account, 140 54640, for \$700 and to Operating Supplies, 140 55200, for \$2,500 for higher than anticipated expenses.
- d. Capital Expansion Fund, a transfer of \$4,248 from Admin Reserve account, 3101000 59990, to Main Street Improvements account, 3101000 56368, for higher than anticipated project costs.

- e. Fire, a transfer (see table) for higher than anticipated expenses for uniforms and Ocean Rescue Overtime.

Account		Name	To in the amount of	From in the amount of
0012200	55210	UNIFORMS	8,200	
0012201	51400	OVERTIME (Ocean Rescue)	15,250	
0012200	51400	OVERTIME (Fire)		23,450

- f. Wastewater, a transfer of \$18,953 from Contractual account, 450 53400, to Retirement account, 450 52200, for higher than anticipated expenses.
- g. Water, a transfer of \$8,136 from Salaries account, 460 51200, to Retirement account, 460 52200, for higher than anticipated expenses.
- h. Golf, a transfer of \$6,500 from the Building account, 410 56200, to the R&M Buildings and Ground account, 410 54610, for higher than anticipated costs.

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

ADOPTED this 6th day of October, 2020.

ATTEST:

CITY OF FERNANDINA BEACH

Caroline Best
City Clerk

John A. Miller
Commissioner-Mayor

APPROVED AS TO FORM AND LEGALITY:



Tammi E. Bach
City Attorney

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Ordinance 2020-32
Code Amendment - Vehicles for Hire

ITEM TYPE: Ordinances (w/ fiscal impact)

REQUESTED ACTION: Consider Ordinance 2020-32 at First Reading.

SYNOPSIS: This Ordinance repeals the City's current code for taxicabs and aligns it with the State of Florida's preemption regarding vehicles for hire such as Uber.

FISCAL IMPACT: None

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission approve proposed Ordinance 2020-32 at First Reading.

Stephen Beckman, Building Director 9/17/2020

Dale L. Martin, City Manager 9/28/2020

Tammi E. Bach, City Attorney 9/29/2020

Date: July 31, 2020

Submitted By: Katie Newton, Legal Assistant

COMMISSION ACTION: Approve

ORDINANCE 2020-32

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, REPEALING ARTICLE III, CHAPTER 86, TAXICABS; CREATING AN ARTICLE III, MOTOR VEHICLES FOR HIRE, IN CHAPTER 86; CREATING SECTION 86-90, PURPOSE AND INTENT OF ARTICLE; CREATING SECTION 86-91, DEFINITIONS; CREATING 86-92, DRIVER BACKGROUND CHECK; CREATING 86-93, INSURANCE REQUIREMENT; CREATING SECTION 86-94, REFUSAL TO CONVEY PASSENGERS; EXCEPTION; CREATING SECTION 86-95, MAXIMUM NUMBER OF PASSENGERS; CREATING SECTION 86-96, RECEIPTS FURNISHED FOR PASSENGERS UPON REQUEST; CREATING SECTION 86-97, ITEMS LOST AND FOUND; CREATING SECTION 86-98, OPERATION OF FOR-HIRE BUSINESS RECORDS; CREATING SECTION 86-99, POSTING AND EXHIBITION OF DRIVER AND LICENSE PLATE NUMBER; CREATING SECTION 86-100, POSTING OF RATES, CREATING SECTION 86-101, CERTIFIED REPORTING; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, taxicabs, shuttle vehicles, and other vehicles for hire exist and are being offered for service in the City of Fernandina Beach; and

WHEREAS, these vehicles for hire use the public streets and rights of way within the City limits; and

WHEREAS, except for taxicabs, which have been regulated for many years, these vehicles for hire are not subject to any law regulating service to the public, the safety of their vehicles, and the fitness of their drivers; and

WHEREAS, Florida State Statute preempts permit requirements by local municipalities, but does allow reporting requirements; and

WHEREAS, the public constantly uses these vehicles for hire and are entitled to ride in them with assurance that they meet minimum standards of service and safety.

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

SECTION 1. It is hereby proposed that Chapter 86, Article III, Taxicabs, of the Code of Ordinances, City of Fernandina Beach, Florida, be repealed in its entirety.

SECTION 2. It is hereby proposed that the Code of Ordinances, City of Fernandina Beach, Florida, be hereby amended by adding a new Article III in Chapter 86, Vehicles for Hire, to be titled as follows:

ARTICLE III. Taxicabs and For-Hire Motor Vehicles.

SECTION 3. It is hereby proposed that the Code of Ordinances, City of Fernandina Beach, Florida, be hereby amended by adding a new section to be numbered 86-90 which section shall read as follows:

Sec. 86-90. - Purpose and intent of article.

The legislative intent of this article is to regulate the vehicles for hire that utilize public streets within the City of Fernandina Beach to provide their services. The public uses these vehicles for hire and are entitled to be able to ride in them with assurance they meet minimum standards of service and safety while minimizing regulation to allow for the play of free enterprise and market forces as to the number of vehicles, fares charged and business organization used. In order to provide for this minimal government regulation and to encourage free enterprise in the vehicle-for-hire industry, it is determined that a free market with the with limited government oversight of insurance and driver background checks is the most effective method.

SECTION 4. It is hereby proposed that the Code of Ordinances, City of Fernandina Beach, Florida, be hereby amended by adding a new section to be numbered 86-91 which section shall read as follows:

Sec. 86-91. - Definitions.

The following words and phrases, when used in this article, have the meanings ascribed to them in this section:

Cruising means driving on, over or along the streets and around businesses of the City of Fernandina Beach, soliciting passengers for hire or parking for the purpose of soliciting fares.

Department means the vehicle-for-hire regulatory activity of the Building Department.

Dispatch service means a business or company that contracts with a licensed vehicle-for-hire business or company to provide dispatch service of limousines, sedans, or prearranged contractual carriers to members of the public who seek transportation service, via a computer, a mobile phone application, text, email, or web-based reservation, by advance reservation.

For-hire business means an entity operating one or more vehicles for hire other than as a for-hire driver, regardless of the form of organization of the entity and regardless of whether the vehicles so operated are owned by individual members of the entity.

For-hire driver means a person holding a valid driver's license, background check and insurance.

Limousine means a specialized vehicle not equipped with a taximeter and for hire only by prearrangement at an estimated rate, or fixed in advance, and provided also that each vehicle is: (1) chauffeured, (2) a luxury class passenger vehicle modified for the purpose of a limousine as defined and recognized by the limousine industry or a Smart way vehicle certified by the United States Environmental Protection Agency. The Smart way vehicle must have a minimum wheel base requirement of 105 inches. A vehicle which is held out to be a limousine or which has an appearance deceptively similar to a limousine is a limousine for the purposes of this Article. A limousine may also be used to provide dispatch transportation service as defined in subsection (d) of this part.

Owner means the person in whose name a vehicle for hire is registered, as shown on the motor vehicle tag registration issued by the tax collector.

Pre-arranged contractual carrier means a vehicle for hire which is not equipped with a taximeter and is not used as a taxicab, and which charges passengers a fare based on a written or electronically transmitted agreement to provide transportation to the customer in advance of boarding from a specific location. Notwithstanding anything to the contrary, pre-arranged contractual carrier includes vehicles used for the sole purpose of transporting guests or customers of a lodging facility, resort, or rental car company. A pre-arranged contractual carrier may also be used to provide dispatch transportation service as defined in subsection (d) of this part.

Shuttle vehicle means a vehicle for hire with a capacity of at least eight persons, including the driver, which is not equipped with a taximeter and is not used as a taxicab or for cruising except:

- 1) Sightseeing cars and buses
- 2) Ambulances and funeral home shuttle vehicles, and
- 3) Motor vehicles operated exclusively by private contract carriers under written contracts for the transportation solely of employees of one or more business concerns; and operating to and from fixed points of pickup and discharge for a fixed rate or fare. Excluded from this definition is a vehicle which is a luxury motor vehicle equipped to carry not more than four persons, including the driver, wherein the vehicle is hired for a fixed period of time and at a fixed contractual rate or charge. A vehicle which is held out to be a shuttle vehicle or which has an appearance deceptively similar to a shuttle vehicle is a shuttle vehicle for the purposes of this Article.
- 4) School buses and church buses meeting the following requirements:
 - a. School buses used for the transportation of pupils to and from school or to and from school activities, and which are owned, operated, rented or leased by the Nassau County School Board or any private school in Nassau County; and
 - b. Church buses used for the transportation of persons to and from church or to and from church activities, and which are owned, operated, rented or leased by any church in Nassau County.

Taxicab means a vehicle for hire with a capacity of not more than eight persons, including the driver, except:

- 1) Sightseeing cars and buses
- 2) Ambulances and funeral home shuttle vehicles, and
- 3) Motor vehicles operated exclusively by private contract carriers under written contracts for the transportation solely of employees of one or more business concerns

And may operate over a fixed or defined route and may be routed under the direction of the person hiring the vehicle. A vehicle which is held out to be a taxicab or which has an appearance deceptively similar to a taxicab is a taxicab for the purposes of this Article.

Taximeter means a mechanical or electronic device which calculates and displays a predetermined rate and indicates the charge for the hire of a taxicab and which may also record and indicate a fare, rate, or charge based on waiting time, extra passengers, initial charge and other fares, rates or charges as are permitted in this Article.

Taxi stand, unless the context indicates otherwise, includes taxi stands exclusively for use by metered taxicabs, exclusively for use by unmetered taxicabs and for use by both metered and unmetered taxicabs.

Van means a passenger vehicle recognized as either a full-size passenger van or a passenger vehicle on a van or truck chassis. The term does not include a cargo or panel van.

Vehicle for hire means any taxicab, shuttle, prearranged limousine and any other motor vehicle with driver transporting passengers for a fare, fee, or other charge in the City of Fernandina Beach. The term vehicle for hire excludes

- 1) School and church buses;
- 2) Sightseeing cars and buses;
- 3) Ambulances;
- 4) Funeral home vehicles;
- 5) Interstate buses; and
- 6) Horse-drawn carriages, which are regulated through Article II of this Chapter.

SECTION 5. It is hereby proposed that the Code of Ordinances, City of Fernandina Beach, Florida, be hereby amended by adding a new section to be numbered 86-92 which section shall read as follows:

Sec. 86-92. – Driver Background Check

- (a) Before an individual is authorized to operate a vehicle for hire:
 - i. The individual must submit an application to the vehicle for hire business which includes information regarding their address, age, driver license, motor vehicle registration, and other information required by the vehicle for hire business;
 - ii. The vehicle for hire business must conduct, or have a third party conduct, a local and national criminal background check that includes a search of the Multi-State/Multi-Jurisdiction Criminal Records Locator or other similar commercial nationwide database with validation of any records through primary source search; and a search of the National Sex Offender Public Website maintained by the United States Department of Justice
- (b) The vehicle for hire business must conduct the background check required by this Part for a vehicle for hire driver every three years.
- (c) The vehicle for hire business may not authorize an individual to act as a vehicle for hire driver if the driving history research report conducted reveals that the individual has had more than three moving violations in the prior three-year period.
- (d) The vehicle for hire business may not authorize an individual to act as a vehicle for hire if the background check conducted reveals that the individual:
 1. Has been convicted within the past five years of: a felony; a misdemeanor for driving under the influence of drugs or alcohol; for reckless driving; for hit and run; or for fleeing or attempting to elude a law enforcement officer; or a misdemeanor for a violent offense or sexual battery, or a crime of lewdness or indecent exposure.
 2. Has been convicted within the past three years of driving with a suspended or revoked license;
 3. Is a match in the National Sex Offender Public Website maintained by the United States Department of Justice;
 4. Does not possess a valid driver's license; or
 5. Does not possess proof of registration for the motor vehicle used to provide prearranged rides.

SECTION 6. It is hereby proposed that the Code of Ordinances, City of Fernandina Beach, Florida, be hereby amended by adding a new section to be numbered 86-93 which section shall read as follows:

Sec. 86-93. – Insurance Requirement.

- (a) Every owner or registrant of a motor vehicle used as a taxicab must maintain security as required under 324.032(1), F.S. and 627.737, F.S., does not apply to any motor vehicle used as a taxicab.
- (b) Insurance required under this subsection must be provided by an insurer authorized to do business in the state of Florida which is a member of the Florida Insurance Guaranty Association or an eligible surplus lines insurer that has a superior, excellent, exceptional, or equivalent financial strength rating by a rating agency acceptable to the Office of Insurance Regulation of the Financial Services Commission.
- (c) A vehicle for hire driver must carry proof of insurance coverage with them at all times during their use of a vehicle for hire vehicle in connection with a vehicle for hire business. In the event of an accident, a vehicle for hire driver must provide this insurance coverage information to any party directly involved in the accident or the party's designated representative, automobile insurers, and investigating police officers. Proof of financial responsibility may be presented through an electronic device, such as a digital phone application. Upon request, a vehicle for hire driver must also disclose to any party directly involved in the accident or the party's designated representative, automobile insurers, and investigating police officers whether or not the driver was employed by the vehicle for hire business and engaged in a prearranged ride at the time of the accident.
- (d) If a vehicle for hire's insurer makes a payment for a claim covered under comprehensive coverage or collision coverage, the vehicle for hire will cause its insurer to issue the payment directly to the business repairing the vehicle or jointly to the owner of the vehicle and primary lienholder on the covered vehicle.

SECTION 7. It is hereby proposed that the Code of Ordinances, City of Fernandina Beach, Florida, be hereby amended by adding a new section to be numbered 86-94, which section shall read as follows:

Sec. 86-94. – Refusal to convey passenger; exception.

No for-hire driver may refuse to convey a passenger to any part of the city over paved streets, under tender of legal fare, unless the passenger is obviously under the influence of alcohol, narcotics, or drugs or otherwise not in control of faculties to an extent that constitutes an immediate hazard to the safety or operation of the vehicle for hire or the safety of the for-hire driver or other occupants of the vehicle.

SECTION 8. It is hereby proposed that the Code of Ordinances, City of Fernandina Beach, Florida, be hereby amended by adding a new section to be numbered 86-95, which section shall read as follows:

Sec. 86-95. – Maximum number of passengers.

It is unlawful for a for-hire driver to permit more passengers to occupy a vehicle for hire at one time than the number of passengers which the vehicle for hire was designed or designated by the manufacturer of the vehicle to carry.

SECTION 9. It is hereby proposed that the Code of Ordinances, City of Fernandina Beach, Florida, be hereby amended by adding a new section to be numbered 86-96 which section shall read as follows:

Sec. 86-96. – Receipts furnished to passengers upon request.

Every for-hire driver of a vehicle for hire, upon request of a passenger, must supply the passenger with a written or electronic receipt showing the place the passenger was picked up by the vehicle, the passenger's destination, the fare paid by the passenger and the date of the transaction. Notice of the provisions of this Section must be posted conspicuously in each taxicab or shuttle.

SECTION 10. It is hereby proposed that the Code of Ordinances, City of Fernandina Beach, Florida, be hereby amended by adding a new section to be numbered 86-97 which section shall read as follows:

Sec. 86-97. – Items lost and found.

Each for-hire driver must examine his vehicle for hire at the end of the shift and turn over to the owner of the vehicle items left by a passenger in the vehicle. The owner will maintain a written record of all items turned over, in a form approved by the Department, containing a description of the item, the date it was turned in, the vehicle for hire in which it was found and the for-hire driver who turned the item in. The item must be examined and the owner identified and notified, if possible. If the item is claimed, a record will be made of the name and address of the claimant. No item will be disposed of, other than by return to its owner, within 90 days of the date it is turned in, and when disposed of, a record will be made of its disposition.

SECTION 11. It is hereby proposed that the Code of Ordinances, City of Fernandina Beach, Florida, be hereby amended by adding a new section to be numbered 86-98, which section shall read as follows:

Sec. 86-98. – Operation of for-hire business records.

A vehicle for hire must maintain the following records:

- (a) Individual ride records for at least one year after the date on which each ride is provided; and
- (b) Individual records of vehicle for hire drivers for at least one year after the date on which the vehicle for hire driver's relationship with the vehicle for hire ends.

SECTION 12. It is hereby proposed that the Code of Ordinances, City of Fernandina Beach, Florida, be hereby amended by adding a new section to be numbered 86-99, which section shall read as follows:

Sec. 86-99. – Posting and exhibition of Driver and license plate number.

The vehicle for hire's digital network must display a photograph of the vehicle for hire driver and the license plate number of the vehicle for hire vehicle used for providing the prearranged ride before the rider enters the vehicle for hire driver's vehicle.

SECTION 13. It is hereby proposed that the Code of Ordinances, City of Fernandina Beach, Florida, be hereby amended by adding a new section to be numbered 86-100, which section shall read as follows:

Sec. 86-100. – Posting of rates.

Each taxicab or shuttle owner must place a suitable card, in large type, easily readable, in each vehicle for hire explaining and describing the fare, rate, or charge for the use of the vehicle. A for-hire business doing business by reservation only and which does not offer taxicab service except by prior reservation is not required to comply with this section.

SECTION 14. It is hereby proposed that the Code of Ordinances, City of Fernandina Beach, Florida, be hereby amended by adding a new section to be numbered 86-101, which section shall read as follows:

Sec. 86-101. – Certified reporting.

- (a) No later than December 1 of every year beginning in 2020, a vehicle for hire business must submit an examination report to the Building Department verifying that the vehicle for hire has maintained compliance with the Driver Background Check and Insurance requirements of this Article on a continual basis for either the preceding two years or for the timeframe that the vehicle for hire has been operating if that timeframe is less than two years. The Building Department will provide a form for reporting this information; or the vehicle for hire business may submit an examination report prepared by an independent certified accountant as described in Chapter 627.748, Florida Statutes.
- (b) The Building Department, within 30 days of receiving the report required under paragraph (a), may impose a fine if the report includes a finding that the vehicle for hire has been noncompliant with the requirements set forth in this Article. The fines to be imposed will be listed in the City of Fernandina Beach Fee Schedule. A vehicle for hire that has been found to be noncompliant must submit another examination report by the end of the calendar year in which it has been found noncompliant.
- (c) Unless otherwise explicitly provided, this subsection does not extinguish any other claim otherwise available under common law or any other statute.

SECTION 15. 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 16. Effective Date. This Ordinance shall take effect immediately upon its final passage and adoption.

ENACTED this _____ day of _____, 2020.

CITY OF FERNANDINA BEACH

John A. Miller
Commissioner – Mayor

ATTEST:

APPROVED AS TO FORM AND LEGALITY:



Caroline Best
City Clerk

Tammi E. Bach
City Attorney



CITY OF FERNANDINA BEACH

Building Department

Business Name	
Owner Name	
Business Address	
Mailing Address	
Email Address	
Business Telephone	
Business Website	
Business Emergency Telephone	

Number of Vehicles in Operation	
Number of Vehicles parked in the City Limits	
Vehicle Type/VIN#	
Vehicle Type/VIN#	
Vehicle Type/VIN#	
Vehicle Type/VIN#	
Vehicle Type/VIN#	
Vehicle Type/VIN#	

Number of Vehicles Metered	
Number of Vehicles Non-Metered	

Is this something we would continue to require?

Attachments	
State of Florida Driver Record (Certified by DMV) attached per driver	
Copy of Drivers License attached per driver	
Vehicle Registration attached per vehicle	
Vehicle Mechanical Certification attached per vehicle (dated within 30 days)	



CITY OF FERNANDINA BEACH

Building Department

Insurance Requirements shall be no less that \$100,000/\$300,000 Bodily Injury and \$50,000 property damage with City listed as additional Insured	
--	--

Fire Extinguishers are in all vehicles	
Company name is visible on all vehicles	
Fees are posted in each vehicle or negotiated at time of booking transportation	
Driver/Vehicle Log may be viewed at any time	
Financial statements are attached	

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Board Appointment
Arts and Culture Nassau

ITEM TYPE: Board Appointment

REQUESTED ACTION: Approve appointment.

SYNOPSIS: In accordance with Resolution 2007-102, Section 1(d) the City Commission shall appoint Arts & Culture Nassau advisory board members and representatives.

The Island Arts Association recommends the reappointment of Ms. Carol Kish to serve as its Arts and Culture Nassau representative for a three-year term ending December 2023, in compliance with Ordinance 2020-14.

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission reappoint Ms. Carol Kish to a three-year term ending December 2023.

Caroline Best, City Clerk	9/21/2020
Nicole Bednar, Administrative Services Manager	9/24/2020
Dale L. Martin, City Manager	9/28/2020

Date: September 10, 2020

Submitted By: Kim Briley, Deputy City Clerk

COMMISSION ACTION: Approve

Mr Scott Mickelson
Parks & Rec Assistant Director
City of Fernandina Beach
Fernandina Beach, FL 32034

SEP102020PM3:14

CITY CLERK'S OFFICE

CITY OF FERNANDINA BEACH

ARTS & CULTURE NASSAU

Mr. Mickelson,

The Island Arts Association would like to have Carol Kish be our representative for an additional term.

Thank you for your consideration. Please advise us of your decision.

Sincerely,



Debby Steele,
Co President of the IAA
18 N 2nd Street
Fernandina Beach, FL 32034

ORDINANCE 2020-14

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AMENDING THE CITY OF FERNANDINA BEACH CODE OF ORDINANCES, CHAPTER 2, ARTICLE III, BOARDS, COMMISSIONS, COMMITTEES; AMENDING SECTION 2-122 TO STANDARDIZE START AND END TERMS FOR BOARD APPOINTMENTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fernandina Beach appoints citizens to serve on boards, commissions, and committees to conduct the business of the City; and

WHEREAS, the Office of the City Clerk manages these appointments; and

WHEREAS, it is in the best interest of the City to standardize when the terms of these appointments begin and expire.

NOW THEREFORE BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, AS FOLLOWS:

SECTION 1. Section 2-122 of the City's Code of Ordinances is amended as follows:

Sec. 2-122. - Appointment, term of office, and filling board vacancies.

(a) *Appointment, term, attendance.*

- (1) All members and alternate members ~~shall be~~ are appointed by the city commission;
- (2) Each board ~~shall have~~ has the opportunity to review each applicant's resume and may make a recommendation on the appointment;
- (3) All members ~~shall~~ must reside within the city limits;
- (4) Elected officials and employees of the city ~~shall not be~~ are not eligible to serve on city boards or committees, unless otherwise provided herein;
- (5) Each member serves at the pleasure of the city commission;
- (6) The term of office for all regular board or committee members ~~shall be~~ is three years, and a vacancy ~~shall~~ occurs at the end of the three-year term;
- (7) All applicants for a specific board or committee appointments ~~shall~~ will be considered at the time a vacancy occurs;
- (8) A member of a board who is seeking re- appointment ~~shall~~ continues to be a voting member for two months to allow for the finalization of the appointment or re-appointment by the city commission;
- (9) Each appointed member ~~shall~~ will attend all regular and called meetings.

(b) *Officers and subcommittees.*

- (1) Each board or committee ~~shall~~ must have a chairperson, ~~and a vice-chairperson,~~
and a recording secretary; and
- (2) The chairperson and vice-chairperson ~~shall~~ may serve one-year terms. Officers ~~shall~~ may not serve more than two consecutive terms; and
- (3) A board or committee may create whatever sub-committees it deems necessary to carry out its purposes. The chairperson of the board or committee ~~shall~~ will appoint the membership of each sub-committee from the members of that board or committee.

(c) *Removal and vacancies.*

- (1) When a position on a board or committee becomes vacant before the end of the term; an alternate ~~shall~~ fills the vacancy;
- (2) When no alternate member is available to fill the vacancy; the city commission ~~shall~~ will appoint a member to fill the vacancy for the duration of the term;
- (3) When the unexpired term is two months or less, the city commission may appoint a new member to fill the unexpired term and the following full term;
- (4) A member who moves outside of the city or no longer meets eligibility requirements ~~shall be~~ is removed immediately;
- (5) Any member who has been absent for three regular meetings in one calendar year ~~shall be~~ is subject to removal; and
- (6) Vacancy ~~shall~~ occurs upon death, resignation, removal, conviction of a felony, or expiration of term.

(d) *Term limits and reappointment.* Term limits do not apply to appointed board or committee members. All terms are effective January 1 of a given calendar year and expire on December 31 of the calendar year ending the term. The city clerk's office ~~shall~~ will provide all board or committee members eligible for reappointment at least ~~30~~ 90 days' notice prior to their term expiring. Board or committee members seeking reappointment must provide the city with updated contact information and statement of interest at least ~~45~~ 60 days prior to expiration of their term. New board or committee members ~~shall~~ must complete an application and provide a résumé and statement of interest to the city at least 15 days before consideration for appointment.

SECTION 2. SEVERABILITY. In the event that any word, phrase, clause, sentence or paragraph hereof is held invalid by any court of competent jurisdiction, such holding will not affect any other word, clause, phrase, sentence or paragraph hereof.

SECTION 3. EFFECTIVE DATE. This Ordinance takes effect immediately upon its enactment.

ENACTED this 2nd day of June, 2020.

ATTEST:

CITY OF FERNANDINA BEACH



Caroline Best
City Clerk



John A. Miller
Mayor-Commissioner

APPROVED AS TO FORM & LEGALITY:



Tammi E. Bach
City Attorney

NOTICE OF PUBLIC HEARING
CITY COMMISSION
CITY OF FERNANDINA BEACH

NOTICE IS HEREBY GIVEN that a Public Hearing is scheduled for **Tuesday, June 2, 2020, at 6:00 PM** in the City Commission Chambers, 204 Ash Street Fernandina Beach, Florida to consider the following application:

ORDINANCE 2020-14

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AMENDING THE CITY OF FERNANDINA BEACH CODE OF ORDINANCES, CHAPTER 2, ARTICLE III, BOARDS, COMMISSIONS, COMMITTEES; AMENDING SECTION 2-122 TO STANDARDIZE START AND END TERMS FOR BOARD APPOINTMENTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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 May 20, 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

Arts and Culture Nassau

Position	Term	Name & Address	Phone
1	07-17-2018	Carol Kish P.O. Box 15642, Fernandina Beach, FL 32034 beachgall@gmail.com	(361) 290-0439
2	08-18-2020	Violet Boerescu Fernandina Beach, FL 32034 violetboe@aol.com	(904) 206-3131
3	06-05-2018	Fran Shea P.O. Box 824, Fernandina Beach, FL 32034 franshea@comcast.net	(904) 206-0205
4	12-01-2016	Marsha Joyner 368 Sargasso Street, Fernandina Beach, FL 32034 House917@aol.com	(904) 491-4942
5	02-01-2018	Cathy DeCou Fernandina Beach, FL 32034 kdecou@aol.com	(904) 310-9177
6	12-17-2019	Joshua Whitfield 631 Tarpon Avenue, Unit 6400, Fernandina Beach, FL 32034 joshua@ameliamuseum.org	
7	04-07-2020	Lauree Hemke 751 Barrington Drive, Fernandina Beach, FL 32034 lchemke@comcast.net	(301) 580-5548
8	03-01-2017	Penny Reid 1706 Highland Dunes Court, Fernandina Beach, FL 32034 Reipe19@msn.com	(509) 294-3708
9	02-19-2019	Terri Dean 4589 Genoa Drive, Fernandina Beach, FL 32034	(404) 218-5784
10	05-01-2011	Marge Powell 43553 Ratliff Road, Callahan, FL 32011 margepowell@aol.com	(904) 614-7745
11	01-01-2017	Emily Baumgartner Hillard, FL 32034 baumgartnere689@gmail.com	(904) 879-3042 (904) 507-9042

Arts and Culture Nassau

Term Length: 24 Months

Max Terms: No Limit

Number of Members: 11

Meeting Schedule: First Monday of each month

Meeting Time: 12:00 PM

Meeting Location: Atlantic Recreation Center Aquatics Building

Meeting Address: 2500 Atlantic Avenue

Type: Advisory Board

Description:

Council Liaison:

Staff Liaison:

Scott Mikelson

smikelson@fbfl.org

Position Number	Name	Appt Date	No. of Terms Served	Term Expiration Date
1	Carol Kish	07/17/2018	1	07/17/2020
2	Violet Boerescu	08/18/2020	1	03/01/2022
3	Fran Shea	06/05/2018	2	06/05/2022
4	Marsha Joyner	12/01/2016	1	12/01/2021
5	Cathy DeCou	02/01/2018	2	07/01/2022
6	Joshua Whitfield	12/17/2019	1	12/30/2021
7	Lauree Hemke	04/07/2020	1	03/01/2022
8	Penny Reid	03/01/2017	2	12/01/2021
9	Terri Dean	02/19/2019	1	03/01/2021
10	Marge Powell	05/01/2011	1	05/01/2021
11	Emily Baumgartner	01/01/2017	1	05/01/2021

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Board Appointment
Board of Trustees of the Firefighters' and Police Officers' Pension Plan

ITEM TYPE: Board Appointment

REQUESTED ACTION: Approve reappointment.

SYNOPSIS: In accordance with the Operating Rules and Procedures for the City of Fernandina Beach Firefighters' and Police Officers' Pension Plan Section 1.8: vacancies among the Resident Trustees shall be filled by the City Commission.

Resident Trustee Member Karl Ashley's term ended December 2019. Mr. Ashley submitted a request for consideration of the Honorable City Commission for reappointment to serve as the City Commission Trustee Appointment to the Board of Trustees of the Firefighters' and Police Officers' Pension Plan for an additional two-year term ending December, 2021. The City Clerk's Office has no additional applications on file.

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission reappoint Mr. Karl Ashley to a two-year term to the Board of Trustees of the Firefighters' and Police Officers' Pension Plan.

Caroline Best, City Clerk	9/15/2020
Nicole Bednar, Administrative Services Manager	9/24/2020
Dale L. Martin, City Manager	9/28/2020

Date: September 15, 2020

Submitted By: Kim Briley, Deputy City Clerk

COMMISSION ACTION: Approve

Kim Briley

From: Teresa Bryan
Sent: Monday, September 14, 2020 4:03 PM
To: Kim Briley
Subject: FW: Pension term expired - K Ashley

Kim,

See email below from Mr. Ashley requesting that wish to seek another term on the Police and Fire pension board.

Thanks,

Teresa Bryan
Senior HR Generalist
City of Fernandina Beach
204 Ash St.
Fernandina Beach, FL 32034
(904) 310-3127 | tbryan@fbfl.org
www.fbfl.us



If this email is related to the Board, Committee or Commission that you serve on, please DO NOT REPLY TO ALL.

Disclaimer: According to Florida Public Records Law, email correspondence to and from the City of Fernandina Beach, including email addresses and other personal information, is public record and must be made available to the public and media upon request, unless otherwise exempted by the Public Records Law. If you do not want your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

From: Karl Ashley <kcashley@bellsouth.net>
Sent: Monday, September 14, 2020 3:53 PM
To: Teresa Bryan <tbryan@fbfl.org>
Subject: Re: Pension term expired

Thanks for advising. Yes I wish to continue serving another term.

On 9/14/2020 3:43 PM, Teresa Bryan wrote:

Good afternoon Mr. Ashley,

The Clerk's office has notified me that your term on the Police and Fire pension board has expired. If you would like to continue to serve on the board would you please send me an email stating your wish to continue to serve and I will forward that to the Clerk's office for processing.

Thank you,

Teresa Bryan
Senior HR Generalist
City of Fernandina Beach
204 Ash St.

Fernandina Beach, FL 32034
(904) 310-3127 | tbryan@fbfl.org
www.fbfl.us



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Board of Trustees of the Fire and Police Pension Plan

Position	Term	Name & Address	Phone
1	02-01-2017	Karl Ashley 1630 Park AVenue, Fernandina Beach, FL 32034 kcashley@bellsouth.net	(904) 206-4367
2	01-01-2016	Rusty Burke 204 Ash Street, Fernandina Beach, FL 32034 rburke@fbfl.org	(904) 277-7331
3	12-01-2012	Jim Norman 204 Ash Street, Fernandina Beach, FL 32034 jjnorman@fbfl.org	(904) 277-7342
4	02-01-2013	Walter Sturges 204 Ash Street, Fernandina Beach, FL 32034 wsturges@fbfl.org	(904) 277-7342

Board of Trustees of the Fire and Police Pension Plan

Term Length: 24 Months

Max Terms: No Limit

Number of Members: 5

Meeting Schedule: Third Thursday of the 2nd month following the end of each quarter

Meeting Time: 1:00 PM

Meeting Location:

Meeting Address:

Type: Advisory Board

Description:

Council Liaison:

Staff Liaison:

Teresa Bryan

tbryan@fbfl.org

Position Number	Name	Appt Date	No. of Terms Served	Term Expiration Date
1	Karl Ashley	02/01/2017	1	12/01/2019
2	Rusty Burke	01/01/2016	1	12/01/2022
3	Jim Norman	12/01/2012	1	12/01/2020
4	Walter Sturges	02/01/2013	1	12/01/2020

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Board Appointment
Board of Trustees of the General Employees' Pension Plan (GEPP)

ITEM TYPE: Board Appointment

REQUESTED ACTION: Approve appointment

SYNOPSIS: In accordance with the GEPP Operating Rules and Procedures Section 1.7(b), Resident Trustees shall be filled by the City Commission and shall reside within the Corporate Limits of the City.

Mr. Steven G. Gibb submitted his request for reappointment for an additional two-year term ending September, 2022. Mr. Gibb resides within the City limits.

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission reappoint Mr. Steven G. Gibb as the GEPP Resident Trustee member to a two-year term to expire September, 2022.

Caroline Best, City Clerk	9/21/2020
Nicole Bednar, Administrative Services Manager	9/24/2020
Dale L. Martin, City Manager	9/28/2020



Date: September 18, 2020

Submitted By: Kim Briley, Deputy City Clerk

COMMISSION ACTION: Approve

Kim Briley

From: Teresa Bryan
Sent: Friday, September 18, 2020 10:42 AM
To: Kim Briley
Subject: FW: GE Pension board term expiring

Kim,

See below from Steve Gibb confirming his wish to continue to serve on the GE pension board.

Thanks!

Teresa Bryan
Senior HR Generalist
City of Fernandina Beach
204 Ash St.
Fernandina Beach, FL 32034
(904) 310-3127 | tbryan@fbfl.org
www.fbfl.us



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From: sggibb@yahoo.com <sggibb@yahoo.com>
Sent: Thursday, September 17, 2020 7:50 PM
To: Teresa Bryan <tbryan@fbfl.org>
Subject: Re: GE Pension board term expiring

Teresa,
I wish to continue serving on the GE pension board

Please let me know if you have any additional questions
Steve Gibb

On Sep 14, 2020 3:45 PM, Teresa Bryan <tbryan@fbfl.org> wrote:

Good afternoon Steven,

The Clerk's office has notified me that your term on the General Employees' pension board will expire the end of this month. If you would like to continue to serve on the board would you please send me an email stating your wish to continue to serve and I will forward that to the Clerk's office for processing.

Thank you,

Teresa Bryan
Senior HR Generalist
City of Fernandina Beach
204 Ash St.
Fernandina Beach, FL 32034
(904) 310-3127 | tbryan@fbfl.org
www.fbfl.us



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Board of Trustees of the General Employees Pension Plan

Position	Term	Name & Address	Phone
1	09-01-2018	Steven Gibb 1010 Ocean Oaks Drive South, Fernandina Beach, FL 32034 sggibb@yahoo.com	(904) 505-8184
2	08-01-2014	Steven Herbert 876 Laguna Drive, Fernandina Beach, FL 32034 sherbinator@yahoo.com	(917) 859-6384
3	09-01-2018	Jeremiah Glisson 204 Ash Street, Fernandina Beach, FL 32034 jglisson@fbfl.org	(904) 310-3314
4	09-01-2019	Andre Desilet 200 River Oaks Drive, Fernandina Beach, FL 32034 adesilet@fbfl.org	(904) 310-3431
5	09-17-2019	Susan Carless Fernandina Beach, FL 32034 scarless@fbfl.org	(904) 310-3327

Board of Trustees of the General Employees Pension Plan

Term Length: 2 Months

Max Terms: 1 Term(s)

Number of Members: 5

Meeting Schedule: Third Thursday of the 2nd month following the end of each quarter

Meeting Time: 3:15 PM

Meeting Location: City Commission Chambers

Meeting Address: 204 Ash Street

Type: Advisory Board

Description:

Council Liaison:

Staff Liaison:

Teresa Bryan

tbryan@fbfl.org

Position Number	Name	Appt Date	No. of Terms Served	Term Expiration Date
1	Steven Gibb	08/21/2018	1	09/01/2020
2	Steven Herbert	08/01/2014	1	09/01/2021
3	Jeremiah Glisson	09/01/2018	2	09/01/2020
4	Andre Desilet	10/08/2019	1	09/01/2021
5	Susan Carless	09/17/2019	1	01/01/2021

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Board Appointment
Golf Course Advisory Board

ITEM TYPE: Board Appointment

REQUESTED ACTION: Approve Reappointment

SYNOPSIS: In accordance with Resolution 2017-82 the Golf Course Advisory Board (GCAB) is to consist of five members with the terms of office to be for a period of three years, for three of the members, and one year for the Men's and Ladies' Golf Association appointees who shall be eligible for re-election by their Association and re-appointment by the City Commission.

Mr. Ricky Robbins, Jr. submitted an Advisory Board/Committee Application expressing interest in serving on the GCAB. If appointed, Mr. Robbins will serve a three-year term which will expire December 31, 2023.

Mr. Robbins resides within the jurisdictional boundaries of the City of Fernandina Beach as required by Charter Section 69.

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission appoint Mr. Ricky Robbins, Jr. as a member to the Golf Course Advisory Board for a three-year term ending December 31, 2023.

Caroline Best, City Clerk	9/17/2020
Nicole Bednar, Administrative Services Manager	9/24/2020
Dale L. Martin, City Manager	9/28/2020

Date: September 17, 2020

Submitted By: Caroline Best, City Clerk

COMMISSION ACTION: Approve

Caroline Best

From: Caroline Best
Sent: Thursday, September 17, 2020 4:46 PM
To: ricky.robbsjr2020@gmail.com
Cc: kbriley@fbfl.org; Steve Murphy
Subject: RE: Online Form Submittal: Advisory Board/Committee Application

Dear Mr. Robbins,

Thank you for your interest in serving on the Golf Course Advisory Board (GCAB).

In accordance with [City Code of Ordinances Section 2-122\(a\)\(2\)](#) your advisory board/committee application is hereby forwarded to Fernandina Beach Golf Course General Manager Mr. Steve Murphy (copied herein) who serves as the GCAB staff liaison.

Mr. Murphy would ordinarily have your application placed on the next available GCAB agenda for consideration but because there are not enough members to have a quorum, your application is moving straight to the City Commission for their honorable consideration at their **October 6th Regular Meeting**.

Again, thank you for your interest in serving and please don't hesitate to contact me with any questions.

Mr. Murphy, please share this information with the GCAB Men's and Women's Association representatives.

From: noreply@civicplus.com <noreply@civicplus.com>
Sent: Thursday, September 17, 2020 3:23 PM
To: Caroline Best <cbest@fbfl.org>; Kim Briley <kelliott@fbfl.org>
Subject: Online Form Submittal: Advisory Board/Committee Application

Advisory Board/Committee Application

This application is intended to provide information that will enable the City Commission to select the most qualified Board/Committee members. Please complete all applicable sections and return the form along with your current résumé to the City Clerk's Office.

City of Fernandina Beach
City Clerk's Office
204 Ash Street
Fernandina Beach, FL 32034
(904) 310-3115

Name	Ricky Robbins Jr
Home Mailing Street Address	6 Vintage Way APT 626

City	Fernandina Beach
Zip Code	32034
Primary Phone	9042063391
Secondary Phone	<i>Field not completed.</i>

Please note that board materials are distributed electronically.

Email to receive board materials	ricky@ameliaislandcoffee.com
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Employer	Amelia Island Coffee
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Position Title	General Manager
----------------	-----------------

Business Address	207 Centre St
------------------	---------------

City	Fernandina Beach
------	------------------

Zip	32034
-----	-------

Select the advisory board/committee you are applying for:	Golf Course Advisory Board
---	----------------------------

Additional board that you are applying for:	None
---	------

Why are you interested in serving on this Board? Please explain.	I play the city course at least once a week and would like to help it continue to grow and become a profitable asset to the city and its residents.
---	---

Eligibility

Are you a resident of the City?	Yes
---------------------------------	-----

Length of time:	30 years
-----------------	----------

Do you hold a public office?	No
------------------------------	----

Office name:	<i>Field not completed.</i>
--------------	-----------------------------

Are you employed by the City?	No
Position:	<i>Field not completed.</i>
Are you currently serving on a Board?	No
Board Name:	<i>Field not completed.</i>
Potential Conflict of Interest:	
Have you ever been engaged in the management/ownership of any business enterprise that has a financial interest with the City of Fernandina Beach?	No
	<i>Field not completed.</i>
If yes, please provide details:	
Major Affiliations:	
List community, professional, or other applicable policy-making Boards on which you have served. Note the length of service and office held (if any):	Main Street 1 year board member 8 months board chair
Qualifications:	
Please list any specific qualifications, education or experience that would directly relate to the Board for which you are being recommended:	Business management and growth, profit and loss management, golfer.
Organization or Commissioner sponsoring nomination (if applicable):	<i>Field not completed.</i>
Educational Background: (Check all that apply)	High School

Field not completed.

Other:

Field not completed.

Major areas of study:

Florida's Public Records Law, Chapter 119, Florida Statutes, states:

"It is the policy of this state that all state, county, and municipal records shall at all times be open for a personal inspection by any person." Your application when filed will become a public record and subject to the above statute. In addition, any appointed member of a board of any political subdivision (except members of solely advisory bodies) and all members of bodies exercising planning or zoning, are required to file a financial disclosure form (Form1) within 30 days after appointment and annually thereafter, for the duration of the appointment as required by Chapter 112, Florida Statutes

I understand that if I am appointed to one of the City's boards, I will be required to file a financial disclosure form - Form 1, as described above, and I am willing to comply with this requirement.

I understand that any false, incomplete or misleading information given by me on the application is sufficient cause for rejection of this application. I understand and agree that any such false, incomplete or misleading information discovered on this application at any time after appointment to a Board may result in my removal.

I also understand that all board appointments are for voluntary, uncompensated services. Additionally, if appointed, I am able to attend meetings and otherwise fulfill the duties of the office.

Applications are submitted to the City Commission when vacancies occur and are effective for two years from date of completion.

Do you understand the duties and responsibilities of the Board/Committee that you are applying for?

Yes

By submitting this form, I declare the foregoing facts to be true, correct, and complete.

Date 09/17/2020

Applicant's Signature Ricky Robbins Jr

Email not displaying correctly? [View it in your browser.](#)

Golf Course Advisory Board

Position	Term	Name & Address	Phone
4	06-19-2018	Helen Hirsch 677 King George Lane, Fernandina Beach, FL 32034 heleninfl@yahoo.com	(904) 310-6253
5	06-19-2018	Philip Jones Fernandina Beach, FL 32034 Pj_78711@yahoo.com	

Golf Course Advisory Board

Term Length: 3 Months

Max Terms: 1 Term(s)

Number of Members: 5

Meeting Schedule: Second Wednesday of each month

Meeting Time: 9:00 AM

Meeting Location: Golf Course Clubhouse

Meeting Address: 2800 Bill Melton Road

Type: Advisory Board

Description:

Council Liaison:

Philip A. Chapman, III
(904) 624-5590
pchapman@fbfl.org

Staff Liaison:

Steve Murphy

smurphy@fernandinabeachgolfclub.com

Position Number	Name	Appt Date	No. of Terms Served	Term Expiration Date
4	Helen Hirsch	06/19/2018	1	06/01/2020
5	Philip Jones	06/19/2018	3	06/01/2020

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Board Appointment
Board of Adjustment

ITEM TYPE: Board Appointment

REQUESTED ACTION:

SYNOPSIS: The Board of Adjustment (BOA) has two Alternate Member vacancies: Alternate Member #1 is for one three-year term ending December, 2021. Alternate Member #2 is for one three-year term ending December, 2022.

Mr. Matthew Lanius has expressed interest in serving on the BOA. The BOA, at its Regular Meeting on September 16, 2020, unanimously approved Mr. Lanius' Alternate Member appointment, his Advisory Board/Committee Application is attached hereto for the Commissions' consideration.

In accordance with City Charter Section 69, Mr. Lanius resides within the jurisdictional boundaries of the incorporated City limits.

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission appoint Mr. Lanius as BOA Alternate Member #1 for a three year term to expire December, 2021.

Caroline Best, City Clerk	9/21/2020
Nicole Bednar, Administrative Services Manager	9/24/2020
Dale L. Martin, City Manager	9/28/2020

Submitted By: Caroline Best
Caroline Best, City Clerk

Date: September 21, 2020

COMMISSION ACTION: Approve

To: Kelly N. Gibson
Subject: RE: Online Form Submittal: Advisory Board/Committee Application

From: noreply@civicplus.com <noreply@civicplus.com>
Sent: Tuesday, June 16, 2020 1:35 PM
To: Caroline Best <cbest@fbfl.org>; Kim Briley <kelliott@fbfl.org>
Subject: Online Form Submittal: Advisory Board/Committee Application

Advisory Board/Committee Application

This application is intended to provide information that will enable the City Commission to select the most qualified Board/Committee members. Please complete all applicable sections and return the form along with your current résumé to the City Clerk's Office.

City of Fernandina Beach
City Clerk's Office
204 Ash Street
Fernandina Beach, FL 32034
(904) 310-3115

Name	Matthew Lanius
Home Mailing Street Address	2138 Natures Gate Ct N
City	Fernandina Beach
Zip Code	32034
Primary Phone	9045574269
Secondary Phone	<i>Field not completed.</i>

Please note that board materials are distributed electronically.

Email to receive board materials	matthew.lanius@gmail.com
Employer	Rayonier Advanced Materials
Position Title	Technical Manager

Business Address	10 Gum St
City	Fernandina Beach
Zip	32034
Select the advisory board/committee you are applying for:	Planning Advisory Board
Additional board that you are applying for:	None
Why are you interested in serving on this Board? Please explain.	I have graduated from Leadership Nassau and wish to serve the city. I have also discussed the position with a previous board member about the responsibilities and opportunities to serve.
Eligibility	
Are you a resident of the City?	Yes
Length of time:	13 Years
Do you hold a public office?	No
Office name:	<i>Field not completed.</i>
Are you employed by the City?	No
Position:	<i>Field not completed.</i>
Are you currently serving on a Board?	No
Board Name:	<i>Field not completed.</i>
Potential Conflict of Interest:	
Have you ever been engaged in the management/ownership of any business enterprise that has a financial interest with the City of Fernandina Beach?	No

Field not completed.

If yes, please provide details:

Major Affiliations:

List community, professional, or other applicable policy-making Boards on which you have served. Note the length of service and office held (if any):	Rayonier Advanced Materials Technical Manager (4 years) - Create, audit, and uphold quality policies that provide the highest quality products to our customers while continuously improving.
--	---

Qualifications:

Please list any specific qualifications, education or experience that would directly relate to the Board for which you are being recommended:	United Way Campaign Chair for Rayonier Advanced Materials (4 years) Leadership Nassau Graduate 2015 Rayonier Advanced Materials Foundation Board Member (8 years) BS Biomolecular Chemical Engineering Six Sigma Training 14 years in Manufacturing and Business Management
---	--

Organization or Commissioner sponsoring nomination (if applicable):	<i>Field not completed.</i>
---	-----------------------------

Educational Background: (Check all that apply)	High School, BS/A
---	-------------------

Field not completed.

Other:

Major areas of study:	Engineering and Business Management
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Florida's Public Records Law, Chapter 119, Florida Statutes, states:

"It is the policy of this state that all state, county, and municipal records shall at all times be open for a personal inspection by any person." Your application when filed will become a public record and subject to the above statute. In addition, any appointed member of a board of any political subdivision (except members of solely advisory bodies) and all members of bodies exercising planning or zoning, are required to file a financial disclosure form (Form1) within 30 days after appointment and annually thereafter, for the duration of the appointment as required by Chapter 112, Florida Statutes

I understand that if I am appointed to one of the City's boards, I will be required to file a financial disclosure form - Form 1, as described above, and I am willing to comply with this requirement.

I understand that any false, incomplete or misleading information given by me on the application is sufficient cause for rejection of this application. I understand and agree that any such false, incomplete or misleading information discovered on this application at any time after appointment to a Board may result in my removal.

I also understand that all board appointments are for voluntary, uncompensated services. Additionally, if appointed, I am able to attend meetings and otherwise fulfill the duties of the office.

Applications are submitted to the City Commission when vacancies occur and are effective for two years from date of completion.

Do you understand the duties and responsibilities of the Board/Committee that you are applying for?	Yes
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By submitting this form, I declare the foregoing facts to be true, correct, and complete.

Date	06/16/2020
Applicant's Signature	Matthew Lanius

Email not displaying correctly? [View it in your browser.](#)

Board of Adjustment

Position	Term	Name & Address	Phone
1	11-07-2018	Marcy Mock 2008 Highland Drive, Fernandina Beach, FL 32034 marcy@marcymock.com	(904) 753-6500
2	09-04-2018	Steven Papke 2845 1st Avenue, Fernandina Beach, FL 32034 steven.papke@gmail.com	(904) 887-8318 (904) 887-8318
4	11-07-2018	Matt Miller 416 Fir Street, Fernandina Beach, FL 32034 mmiller@fbfl.city	(912) 270-5826
6	02-01-2016	Barry Hertslet 2705 Robert Oliver Avenue, Fernandina Beach, FL 32034 Barry.hertslet@gmail.com	(904) 491-0720
7	03-19-2019	Mark Gleason 315 Dunes of Amelia Drive, Fernandina Beach, FL 32034 gleasonmark@gmail.com	(904) 451-2696 (912) 573-1084

Board of Adjustment

Term Length: 3 Months

Max Terms: No Limit

Number of Members: 7

Meeting Schedule: Third Wednesday of every month

Meeting Time: 5:00 PM

Meeting Location: City Commission Chambers

Meeting Address: 204 Ash Street

Type: Advisory Board

Description:

Council Liaison:

Staff Liaison:

Jacob Platt

jplatt@fbfl.org

Position Number	Name	Appt Date	No. of Terms Served	Term Expiration Date
1	Marcy Mock	11/07/2018	2	12/31/2021
2	Steven Papke	09/04/2018	1	12/31/2021
4	Matt Miller	11/07/2018	2	12/31/2021
6	Barry Hertslet	02/01/2016	2	12/31/2021
7	Mark Gleason	03/19/2019	1	12/31/2022