



AGENDA
FERNANDINA BEACH CITY COMMISSION
REGULAR MEETING
NOVEMBER 4, 2020
6:00 PM
CITY HALL COMMISSION CHAMBERS
204 ASH STREET
FERNANDINA BEACH, FL 32034

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

1. CALL TO ORDER

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE / INVOCATION

Invocation by Bishop Dr. Dewayne Campbell of Elm Street Church of God.

4. PROCLAMATIONS / PRESENTATION

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

4.2 **PROCLAMATION - RETIREMENT OF MR. JOHN MANDRICK** - *Recognizes Mr. John Mandrick upon his retirement after seventeen years and seven months of dedicated service to the City of Fernandina Beach. Mr. Mandrick retired on October 31, 2020.*

4.3 **PROCLAMATION - GENERAL FEDERATION OF WOMEN'S CLUB OF FERNANDINA BEACH** - *Recognizing the General Federation of Women's Club of Fernandina Beach 100th Anniversary.*

4.4 **PRESENTATION - AMELIA ISLAND BEACH AND MARINE LIFE CONSERVANCY BEACH AMBASSADORS** - *Amelia Island Beach and Marine Life Conservancy Co-Founder Christine Harmon will provide an update on the Beach Ambassador's Divisions' activities.*

4.5 **PRESENTATION - WATERFRONT COMMUNITY HUB** - *Marquis Latimer & Halbeck will present the findings from the community feedback on the waterfront development plan.*

5. CITY COMMISSION DISCUSSION

5.1 **CONSERVATION / ENVIRONMENT - REVIEW OF TREE CANOPY REPLACEMENT PLAN.** *This item is placed on the agenda at the request of Commissioner Lednovich.*

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

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

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

5.5 **COVID-19**

5.6 **LEVELS OF SERVICE** - *This item is placed on the agenda at the request of Vice Mayor Kreger.*

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

7. CONSENT AGENDA

7.1 **APPROVAL OF MINUTES** - *City Commission Regular Meeting - September 1, 2020; City Commission Regular Meeting - September 15, 2020; and the City Commission Special Meeting - September 22, 2020.*

7.2 **VOLUNTARY ANNEXATION AGREEMENT - 1515 S. 5TH STREET** - RESOLUTION 2020-161 APPROVING THE EXTENSION OF WATER/WASTEWATER SERVICES OUTSIDE THE CORPORATE LIMITS; ACCEPTING THE VOLUNTARY ANNEXATION PETITION FOR ONE PARCEL CONTAINING APPROXIMATELY 0.23 ACRES OF LAND LOCATED AT 1515 S. 5TH STREET; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Authorizes the extension of water/wastewater services to the property located at 1515 S. 5th Street. Also approves the Voluntary Annexation Petition.*

7.3 **BUDGET AMENDMENT - VARIOUS DEPARTMENTS** - RESOLUTION 2020-162 APPROVING AN AMENDMENT 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.*

7.4 **LETTER TO FDOT** RESOLUTION 2020-163 AUTHORIZING THE CITY ATTORNEY TO NOTIFY THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) THAT THE OCEAN, HIGHWAY AND PORT AUTHORITY OF NASSAU COUNTY MUST FOLLOW LOCAL LAWS AND REGULATIONS IN ACCORDANCE WITH GRANT APPLICATION REQUIREMENTS; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Authorizes the City Attorney to notify FDOT of ongoing disputes with the Ocean Highway and Port Authority.*

8. RESOLUTIONS

8.1 **PASSERO WORK ORDER 20-95** - RESOLUTION 2020-164 APPROVING WORK ORDER 20-95 WITH PASSERO ASSOCIATES, LLC TO PROVIDE FINAL DESIGN, CONSTRUCTION DOCUMENTS AND BIDDING FOR RESILIENCY AND STABILIZATION OF THE AMELIA RIVERFRONT; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves Work Order 20-95 with Passero Associates for Phase 4 of the Amelia Riverfront Resiliency Project.*

8.2 **OASIS MARINA CONTRACT** - RESOLUTION 2020-165 ACCEPTING AND APPROVING A MANAGEMENT AGREEMENT WITH OASIS MARINA, LLC; AUTHORIZING EXECUTION; PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves the management agreement with Oasis Marina, LLC, for operating the City's Marina.*

8.3 **CODE ENFORCEMENT FINE REDUCTION AND RELEASE OF LIEN - DEXTER & REGINA N. RAINEY**- RESOLUTION 2020-166 APPROVING A SETTLEMENT OF CODE ENFORCEMENT FINES AND FEES FOR DEXTER & REGINA N. RAINEY UPON FULL

PAYMENT OF \$_____ NO LATER THAN DECEMBER 15, 2020, FOR CODE ENFORCEMENT VIOLATIONS AT 1002 CEDAR STREET; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Authorizes full releases/satisfactions of liens be executed based upon the Code Enforcement and Appeals Board order that fines and fees be reduced for violations now in compliance at 1002 Cedar Street under the name of Dexter & Regina N. Rainey.*

- 8.4 **SOLE SOURCE VENDOR APPROVAL – MUNICIPAL EMERGENCY SERVICES –** RESOLUTION 2020-167 APPROVING MUNICIPAL EMERGENCY SERVICES AS A SOLE SOURCE VENDOR IN FISCAL YEAR 2020/2021; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves Municipal Emergency Services as a sole source vendor in FY 2020/2021 for the purchase of Hurst eDraulic rescue tools in an amount not to exceed \$35,110.*
- 8.5 **AMENDED AND EXTENDED - EMERGENCY ORDER – COVID-19 - MANDATORY MASKS -** RESOLUTION 2020-168 AMENDING AND EXTENDING RESOLUTION 2020-143 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 2020-143, to December 6, 2020.*
- 8.6 **OPTION AGREEMENT FOR SALE AND PURCHASE - PHEASANT RUN, LLC -** RESOLUTION 2020-169 APPROVING AN OPTION AGREEMENT FOR SALE AND PURCHASE OF APPROXIMATELY 5.35 ACRES OF VACANT LAND ADJACENT TO EGANS CREEK GREENWAY FOR THE PUBLIC PURPOSE OF CONSERVATION OR PASSIVE PARKS; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves the Option Agreement for Sale and Purchase for the purchase price of \$675,000 with Pheasant Run, LLC for the acquisition of vacant land near Egans Creek Greenway for conservation.*
- 8.7 **SPECIAL EVENTS APPROVAL** RESOLUTION 2020-170 APPROVING CERTAIN SPECIAL EVENTS WITH CONDITIONS FOR THE REMAINDER OF THE 2020 CALENDAR YEAR; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves 4 annual special events to occur in downtown as long as certain health and safety measures are met.*

9. **ORDINANCE - FIRST READING**

- 9.1 **LAND DEVELOPMENT CODE AMENDMENT - MINOR CHANGES AND DISCREPANCIES** - ORDINANCE 2020-42 AMENDING THE LAND DEVELOPMENT CODE (LDC) TO UPDATE THE FHB AIRPORT ARCHITECTURE AND BUILDING STANDARDS REFERENCE DOCUMENT, ADDING DEFINITION OF RACETRACK IN SECTION 1.00.07 AND MAKING RACETRACKS PROHIBITED AS PRINCIPAL AND ACCESSORY USES IN SECTIONS 2.03.03 AND 2.03.03, MODIFYING STANDARDS FOR STORMWATER MANAGEMENT DESIGN BY STRIKING DESIGN BASIS IN SECTION 7.03.03(E) AND ADDING A REFERENCE TO SECTION 3.05.03, AND AMENDING SECTIONS 3.05.02 AND 3.05.03 TO INCLUDE STORMWATER DESIGN REQUIREMENTS, MODIFYING SECTION 8.01.01 (D) TO INCLUDE REVIEW HDC REVIEW OF PROPOSED REUSE OF STRUCTURES AND TO ADD SUBSECTION 8.01.01 (D) (12) REVIEW OF EXTERIOR MOUNTED MODERN DEVICES, TO ADD SECTION 8.01.01 (G) PROVIDING REVIEW STANDARDS FOR PLACEMENT OF EXTERIOR MOUNTED MODERN DEVICES AND AMENDING SECTION 8.03.03 (B) CERTIFICATE OF APPROVAL MATRIX TO INCLUDE REVIEW OF EXTERIOR MOUNTED MODERN DEVICES AS PROVIDED IN THE SUBSECTION, AND TO MODIFY SECTION 7.01.01 ACCESS AND DRIVEWAY DESIGN REQUIRMENTS TO CLARIFY WIDTHS AND MATERIALS; TO PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Amends the Land Development Code with various changes to address minor inconsistencies and discrepancies.*

10. ORDINANCE - SECOND READING

- 10.1 **PROPOSED CHARTER AMENDMENTS** - ORDINANCE 2020-21 SUBMITTING TO THE CITY ELECTORS PROPOSED AMENDMENTS TO THE CHARTER; AMENDING SECTION 1 TO REFLECT ACCURATE HISTORY OF THE CREATION OF THE CITY OF FERNANDINA BEACH; AMENDING SECTION 9 TO CHANGE "GROUP" TO "SEAT" FOR CITY COMMISSIONERS AND CREATING AN INITIAL ELECTION TO ELIMINATE RUNOFFS AFTER THE GENERAL ELECTION DATE; AMENDING SECTION 10 TO REQUIRE CITY COMMISSIONERS TO COMPLETE ANNUAL PERFORMANCE EVALUATIONS FOR CHARTER OFFICERS AND TO INCLUDE PENALTIES FOR COMMISSIONERS INTERFERING WITH ADMINISTRATIVE SERVICE; AMENDING SECTION 11 BY ADDRESSING COMMISSIONER ABSENCES AND VACANCIES, INCORPORATING STATE CODE OF ETHICS FOR COMMISSIONERS AND PROVIDING DUE PROCESS PRIOR TO FORFEITURE OF COMMISSION SEAT FOR VIOLATIONS OF RULES; AMENDING SECTION 16 BY CHANGING STRAW BALLOT VOTE FOR MAYOR TO BINDING VOTE OF THE PEOPLE FOR MAYOR, REQUIRING THAT MAYORAL CANDIDATE WITH SECOND HIGHEST VOTES BE ELECTED AS VICE MAYOR; AMENDING SECTION 17 BY MAKING MAYOR RESPONSIBLE FOR COMMISSIONERS' COMPLETION OF CHARTER OFFICER EVALUATIONS; AMENDING SECTION 21 BY INCLUDING A PROVISION TO ALLOW COMMISSIONERS TO ATTEND MEETINGS USING COMMUNICATION TECHNOLOGY DUE TO A SERIOUS MEDICAL CONDITION IN COMPLIANCE WITH STATE LAW; AMENDING SECTION 25 BY INCLUDING MINIMUM PROFESSIONAL QUALIFICATIONS FOR CITY MANAGER, INCREASING THE TIME FOR NEW CITY MANAGER TO BECOME CITY RESIDENT FROM THIRTY TO NINETY DAYS AND REQUIRING DESIGNATION OF CITY MANAGER PRO TEM; AMENDING SECTION 31 BY INCLUDING MINIMUM PROFESSIONAL QUALIFICATIONS FOR CITY ATTORNEY AND REQUIRING THAT THE CITY ATTORNEY PROVIDE A LIST OF QUALIFIED ATTORNEYS FOR CONSIDERATION BY THE CITY COMMISSION FOR CITY ATTORNEY PRO TEM; AMENDING SECTION 41 BY PROVIDING THAT A REFERENDUM VOTE OF THE PEOPLE IS REQUIRED BEFORE THE POLICE DEPARTMENT CAN BE DISSOLVED; AMENDING SECTION 44 BY PROVIDING THAT A REFERENDUM VOTE OF THE PEOPLE IS REQUIRED BEFORE THE FIRE DEPARTMENT CAN BE DISSOLVED; AMENDING SECTION 47 BY INCLUDING MINIMUM PROFESSIONAL QUALIFICATIONS FOR CITY CLERK AND REQUIRING DESIGNATION OF CITY CLERK PRO TEM; AMENDING SECTIONS 58 AND 60

BY PROVIDING MINIMUM PROFESSIONAL QUALIFICATIONS FOR COMPTROLLER AND REQUIRING COMPTROLLER TO PROPOSE SOUND, WRITTEN INVESTMENT POLICIES FOR APPROVAL BY COMMISSION; AMENDING SECTION 64 BY REQUIRING COMPTROLLER TO SCHEDULED ANNUAL FINANCIAL AUDIT BY INDEPENDENT CERTIFIED PUBLIC ACCOUNTANT; AMENDING SECTIONS 74 AND 75 BY PROHIBITING TRANSFER OF FUNDS OUT OF CONSERVATION TRUST FUND TO BE USED FOR ANY OTHER PURPOSE BESIDES CONSERVATION; REPEALING SECTION 107A TO REMOVE RESTRICTIONS ON COMMUNITY REDEVELOPMENT AREAS (CRA's); AMENDING SECTION 121 BY PROVIDING AN OATH OF OFFICE IN COMPLIANCE WITH STATE LAW INCLUDING FLORIDA CODE OF ETHICS FOR PUBLIC OFFICERS AND EMPLOYEES; AMENDING SECTION 136 PROVIDING THAT BY MAJORITY VOTE, CITY COMMISSIONERS, CHARTER OFFICERS AND MEMBERS OF APPOINTED CITY BOARDS MAY REQUEST THAT THE CITY COMMISSION INVESTIGATE A DEPARTMENT, OFFICER OR EMPLOYEE; CREATING SECTION 141 PROVIDING FOR CITIZEN INITIATIVES TO PROPOSE OR AMEND CITY ORDINANCES AND PROVIDING FOR AN INITIATIVE PROCESS; AMENDING RESERVED SECTION 142 TO REQUIRE THE CHARTER TO BE REVIEWED EVERY EIGHT YEARS BY A CHARTER REVIEW COMMITTEE MADE UP OF CITY RESIDENTS; AMENDING SECTIONS 6-8, 12-13, 22, 29-30, 59, 62, 71, 79, 137, 143, AND 144 TO CLARIFY CERTAIN PROVISIONS WITHOUT CHANGING THEIR MEANING; REPEALING SECTIONS 10b, 14-15, 20, 32-33, 45, 61, 69, 72, 78, 120, 122 AND 125 TO BE CONSISTENT WITH STATE LAW AND/OR INCORPORATING SECTIONS INTO OTHER EXISTING SECTIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves the recommended changes to the City's Charter submitted by the Charter Review Committee to be placed on a mail ballot for voters in 2021.*

11. BOARD APPOINTMENTS

11.1 **PARKS AND RECREATION ADVISORY COMMITTEE** - *two appointments, one reappointment.*

12. CITY MANAGER REPORTS

13. CITY ATTORNEY REPORTS

14. CITY CLERK REPORTS

15. MAYOR/COMMISSIONER COMMENTS

16. 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: 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 10/19/2020

Date: October 30, 2019

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION:

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Proclamation
Retirement of Mr. John Mandrick

ITEM TYPE: Proclamations

REQUESTED ACTION:

SYNOPSIS: Attached is a Proclamation recognizing Mr. John Mandrick on his retirement after seventeen years and seven months of dedicated service to the City of Fernandina Beach. Mr. Mandrick retired on October 31, 2020.

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Denise Matson, HR Director	10/21/2020
Nicole Bednar, Administrative Services Manager	10/21/2020
Dale L. Martin, City Manager	10/21/2020

Date: September 02, 2020

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION:

Proclamation

WHEREAS, it is with great honor that the City of Fernandina Beach recognizes the retirement of Mr. John Mandrick for his long and distinguished service as the City's Utilities Director; and

WHEREAS, Mr. Mandrick began his exemplary career with the City of Fernandina Beach on March 24, 2003, and has served the City with professionalism and integrity over the course of his tenure; and

WHEREAS, Mr. Mandrick is exceptionally well-qualified; he is a State of Florida Professional Engineer with a career in Public Utilities that spans over thirty years; and

WHEREAS, Mr. Mandrick faithfully and thoroughly fulfilled his roles and responsibilities as Utilities Director, frequently going above and beyond to ensure the tasks at hand were completed with meticulous attention to detail. The utilities systems have been well-maintained, improved, and expanded. His efforts to incorporate solar energy to power much of the utilities' infrastructure have resulted in recognizable savings to the Utilities Department; and

WHEREAS, Mr. Mandrick retired on October 31, 2020. The sincere and conscientious efforts he demonstrated on the job during his seventeen years and seven months of dedicated service have dramatically benefitted the City of Fernandina Beach, but none more so than the members of the City's Utilities Department.

NOW, THEREFORE, BE IT RESOLVED, by the City Commission of the City of Fernandina Beach, Florida, that genuine and sincere gratitude is hereby expressed for the professional and loyal efforts of Mr. John Mandrick during his tenure of service; and

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

MR. JOHN MANDRICK

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

CITY OF FERNANDINA BEACH

JOHN A. MILLER
Mayor-Commissioner

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Proclamation
General Federation of Women's Club of Fernandina Beach 100th Anniversary

ITEM TYPE: Proclamations

REQUESTED ACTION:

SYNOPSIS: Attached is a Proclamation recognizing the General Federation of Women's Club of Fernandina Beach 100th Anniversary. The following individuals will be in attendance to accept the Proclamation: GFWC of Fernandina Beach President Sue Dwyer and Past President Jeri Johns and GFWC of Fernandina Beach **and** Florida Past President Mary Powell.

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Caroline Best, City Clerk 10/14/2020

Dale L. Martin, City Manager 10/19/2020

Caroline Best

Date: September 24, 2020

Submitted By: Caroline Best, City Clerk

COMMISSION ACTION:

Proclamation

WHEREAS, established in 1890, the General Federation of Women's Clubs (GFWC) is an international women's organization dedicated to community improvement by enhancing the lives of others through volunteer service. The GFWC Woman's Club of Fernandina Beach is an affiliated member of the GFWC and worked for many legislative issues, including women's right to vote and the Violence Against Women Act; and

WHEREAS, in 1920, twenty-seven civic inspired ladies met to organize what is now known as the GFWC Woman's Club of Fernandina Beach. They penned a mission to improve and advance our City by creating community programs, promoting arts and culture, civic engagement, public outreach, education, libraries, environmental stewardship, and health and wellness; and

WHEREAS, the GFWC Woman's Club of Fernandina Beach began with an inaugural project providing age appropriate books to the public schools, which successfully blossomed into the inception of the public library; and

WHEREAS, throughout its history, the GFWC Woman's Club of Fernandina Beach has addressed national emergencies at the local level by implementing mosquito control to combat contagious diseases and established the Tonsil Clinic at the former home of David Levy Yulee. They have a thriving Little Women's club for high school young ladies that they mentor to instill in them the spirit of volunteerism within their community. They provide scholarships to senior girls in our local high schools and help support many local organizations including Salvation Army Hope House's Senior Angel Tree Program and National Alliance Of The Mentally Ill Nassau. They also collaborate nationally with the Hugh O'Brian Youth Leadership; and

WHEREAS, from modest beginnings 100 years ago, to the current stately Club House located on Jean Lafitte Boulevard, our award-winning GFWC Woman's Club of Fernandina Beach

showcasing decades of enduring accomplishments, enjoys a flourishing membership and conducts numerous philanthropic fundraising events under their continued mission to “serve the educational, literary, scientific, and charitable interests of its members; to encourage movement for civic betterment and to promote spirit in the community.”

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 recognize and celebrate 100 years of empowered commitment to our City; it is with sincere thanks and gratitude that we honor the:

“GFWC WOMAN’S CLUB OF FERNANDINA BEACH”

IN WITNESS WHEREOF, I hereunto set my hand and caused the Official Seal of the City of Fernandina Beach, Florida, to be affixed this 4th day of, November 2020.

CITY OF FERNANDINA BEACH

John A. Miller
Mayor-Commissioner

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Presentation
Amelia Island Beach and Marine Life Conservancy: Beach Ambassadors

ITEM TYPE: Presentation

REQUESTED ACTION:

SYNOPSIS: Amelia Island Beach and Marine Life Conservancy Co-Founder Christine Harmon will provide an update on the Beach Ambassador's Divisions' activities.

FISCAL IMPACT:

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Caroline Best, City Clerk 10/16/2020

Dale L. Martin, City Manager 10/19/2020

Caroline Best

Date: October 13, 2020

Submitted By: Caroline Best, City Clerk

COMMISSION ACTION:



AMELIA ISLAND BEACH AND MARINE LIFE CONSERVANCY

Beach Ambassador Program

a component of the AIBMLC



- **Initiated in 2018**
- **Runs Memorial Day through Labor Day weekends**
- **Volunteers commit to 1 evening a week anytime between 5:30 -8:30PM**
- **5 major beach accesses** (North, Main, Seaside/Sadler, Peter's Point, Burney Road)

The Beach Ambassador Program is Amelia Island's

only organized, coordinated, environmental initiative focused on protecting marine life and shorebirds through nightly beach clean-ups and education.



Beach Ambassador 2020 Data

Total trash collected *from the tidal zone*:
303.25 5 gallon buckets

Total Volunteer Hours: 804.5

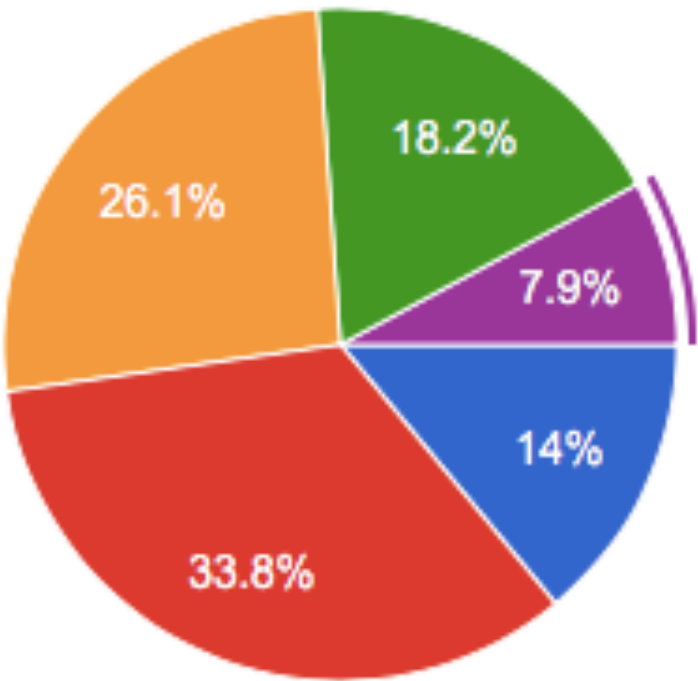


Total Volunteers Registered: 73

Beach Ambassador 2020 Data, continued

Beach/Location

494 responses



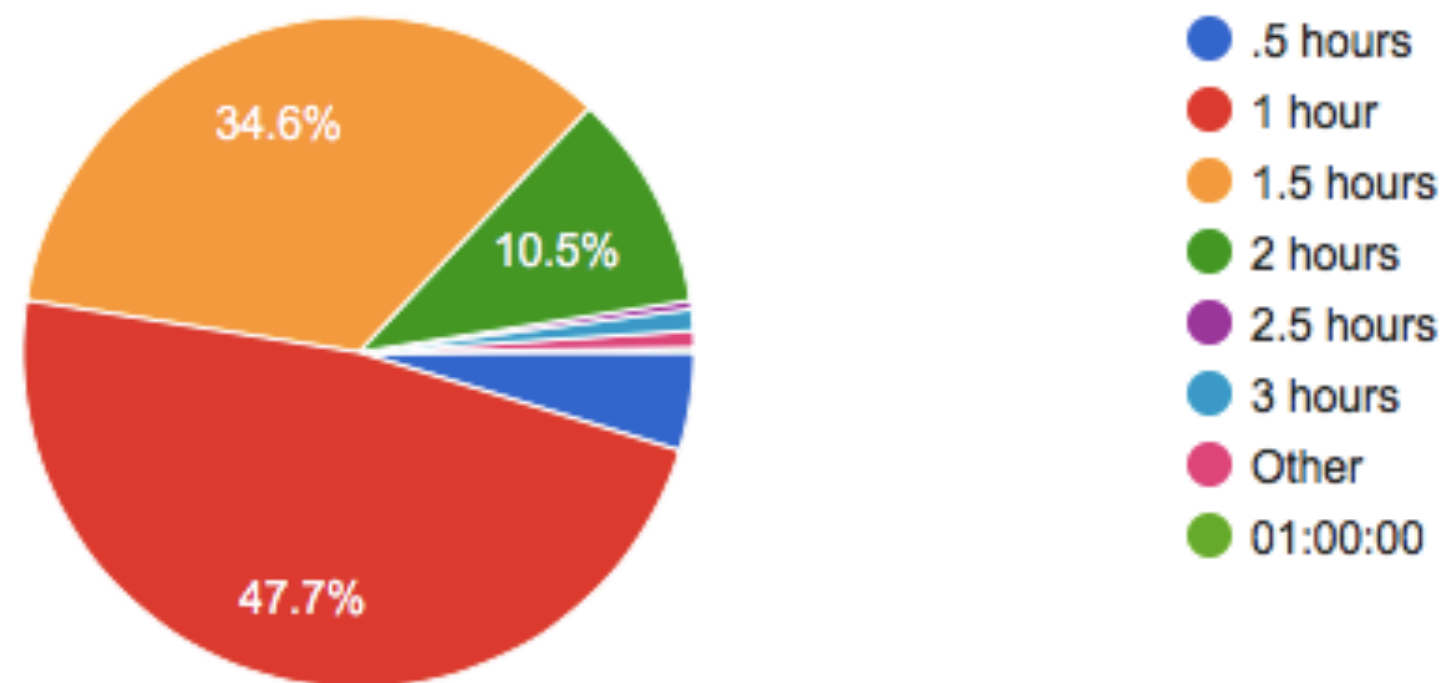
- North Beach
- Main Beach
- Seaside/Sadler Road
- Peter's Point
- Burney Road/American Beach

Goal: To have the appropriate number of volunteers at the appropriate locations at the appropriate times.

Beach Ambassador 2020 Data, continued

Amount of time spent

486 responses



47.7% spent 1 hour

34.6% spent 1.5 hours

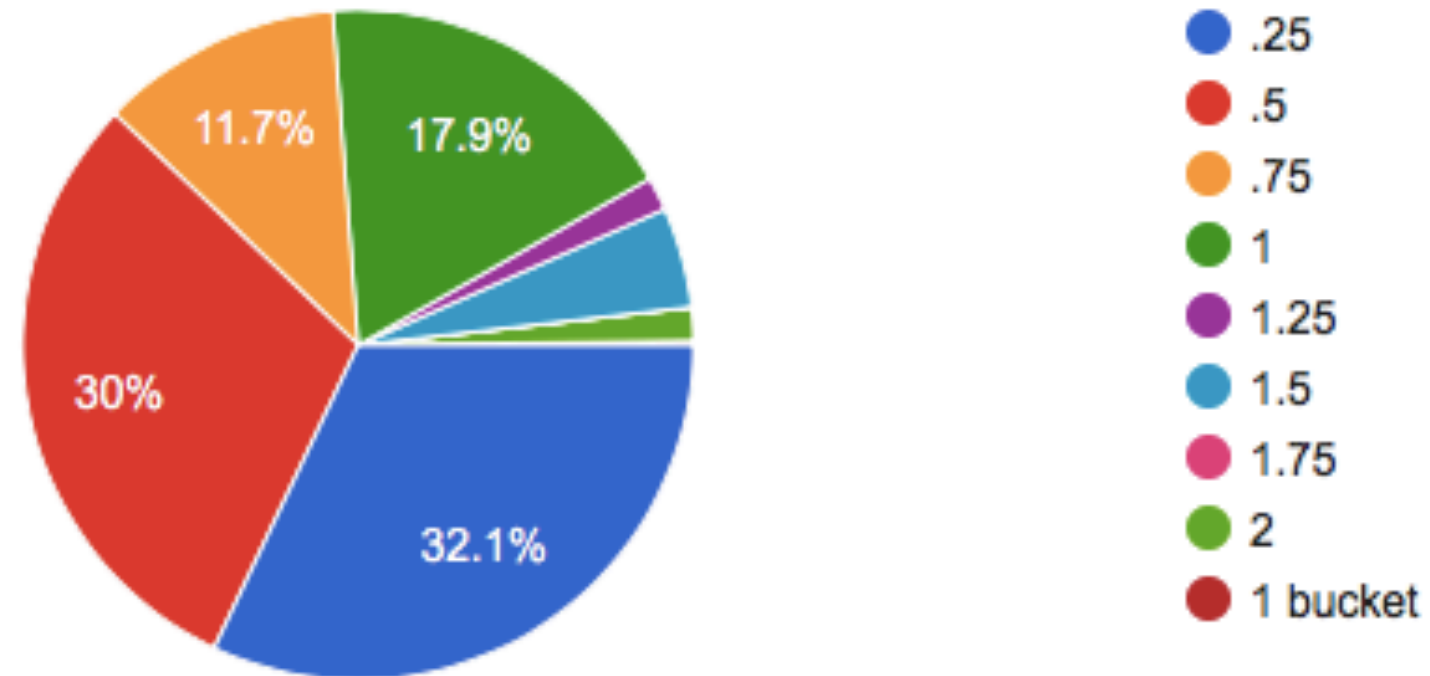
10.5% spent 2 hours



Beach Ambassador 2020 Data, continued

Estimated trash collected (by 5 gallon bucket)

495 responses



Volunteers collected items from the tidal zone (“wet sand”) before the night high tide would carry them into the ocean.



To prevent this.....







Our Mission:



*To encourage sufficient public resources
be dedicated to protect Amelia Island's
beach habitat and to safeguard marine
life from harmful human behaviors.*

www.aibmlc.com

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Presentation
Waterfront Community Hub

ITEM TYPE: Presentation

REQUESTED ACTION:

SYNOPSIS:

FISCAL IMPACT:

CITY ATTORNEY COMMENTS:

CITY MANAGER RECOMMENDATION(S):

Dale L. Martin, City Manager 10/19/2020

Date: October 16, 2020

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION:

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Discussion
Conservation / Environment

ITEM TYPE: Discussion

REQUESTED ACTION:

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

FISCAL IMPACT: To be determined based upon Commission direction.

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Dale L. Martin, City Manager 10/19/2020

Date: October 25, 2019

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION:

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Discussion
Waterfront Development

ITEM TYPE: Discussion

REQUESTED ACTION:

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

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Dale L. Martin, City Manager 10/19/2020

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 10/19/2020

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 10/19/2020

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 10/19/2020

Date: July 16, 2020

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION:

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Discussion
Levels of service

ITEM TYPE: Discussion

REQUESTED ACTION:

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

FISCAL IMPACT:

CITY ATTORNEY COMMENTS:

CITY MANAGER RECOMMENDATION(S):

Dale L. Martin, City Manager 10/21/2020

Date: October 07, 2020

Submitted By: Katie Newton, Legal Assistant

COMMISSION ACTION:

Levels of Service

Vice Mayor Kreger 11/4/2020

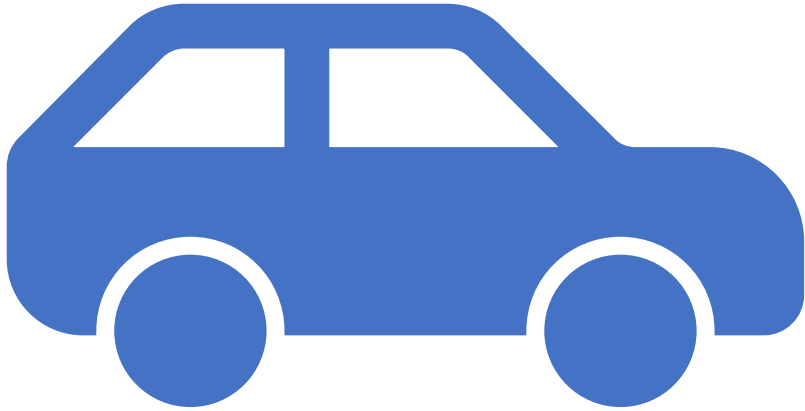
Public Facilities Standards

POLICY 4.01.01.

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

Facility/Service Area	Level of Service Standard
Wastewater Treatment System	300 gallons per day per ERU (Equivalent Residential Unit)
Solid Waste Facilities	Average Solid Waste Generation Rate: 5.9 pounds per capita per day
Stormwater Management Facilities	See Policy 4.02.01
Potable Water Facilities	Water Allocation Level of Service: 350 gallons per day per ERU (Equivalent Residential Unit)
Fire-Rescue Services	240-second travel time to 90% of the incidents (EMS with AED or BLS) & 480-second travel time to 90% of the incidents (ALS Response)
Police and Law Enforcement Services	Response Time: 3 minutes or less for emergency calls and 7 minutes or less for non-emergency calls

Roads



Authority	Road Type	Minimum LOS Standard
City	Major Arterial, Minor Arterial, Collector and Local	C
County	Major Arterial, Minor Arterial, Collector	D

FDOT	Principal Arterial, Strategic Intermodal System Links (SIS)	E
FDOT	Constrained Segments- A1A/ SR200/ 8th Street from Lime Street to Centre Street & A1A/ SR200/ 8th Street from Atlantic Avenue to Dade Street	Maintain

*based on time to travel, volume and speed

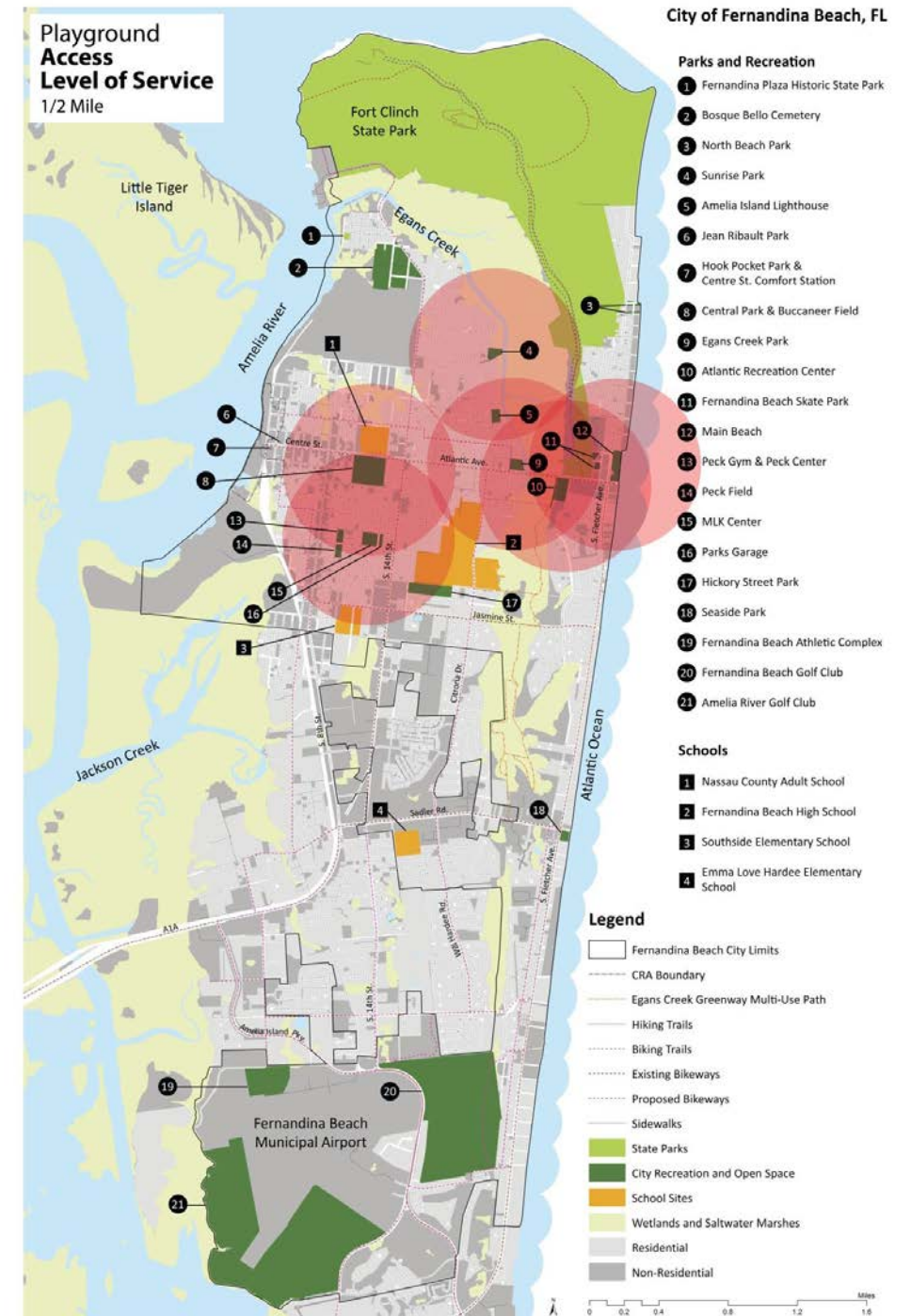
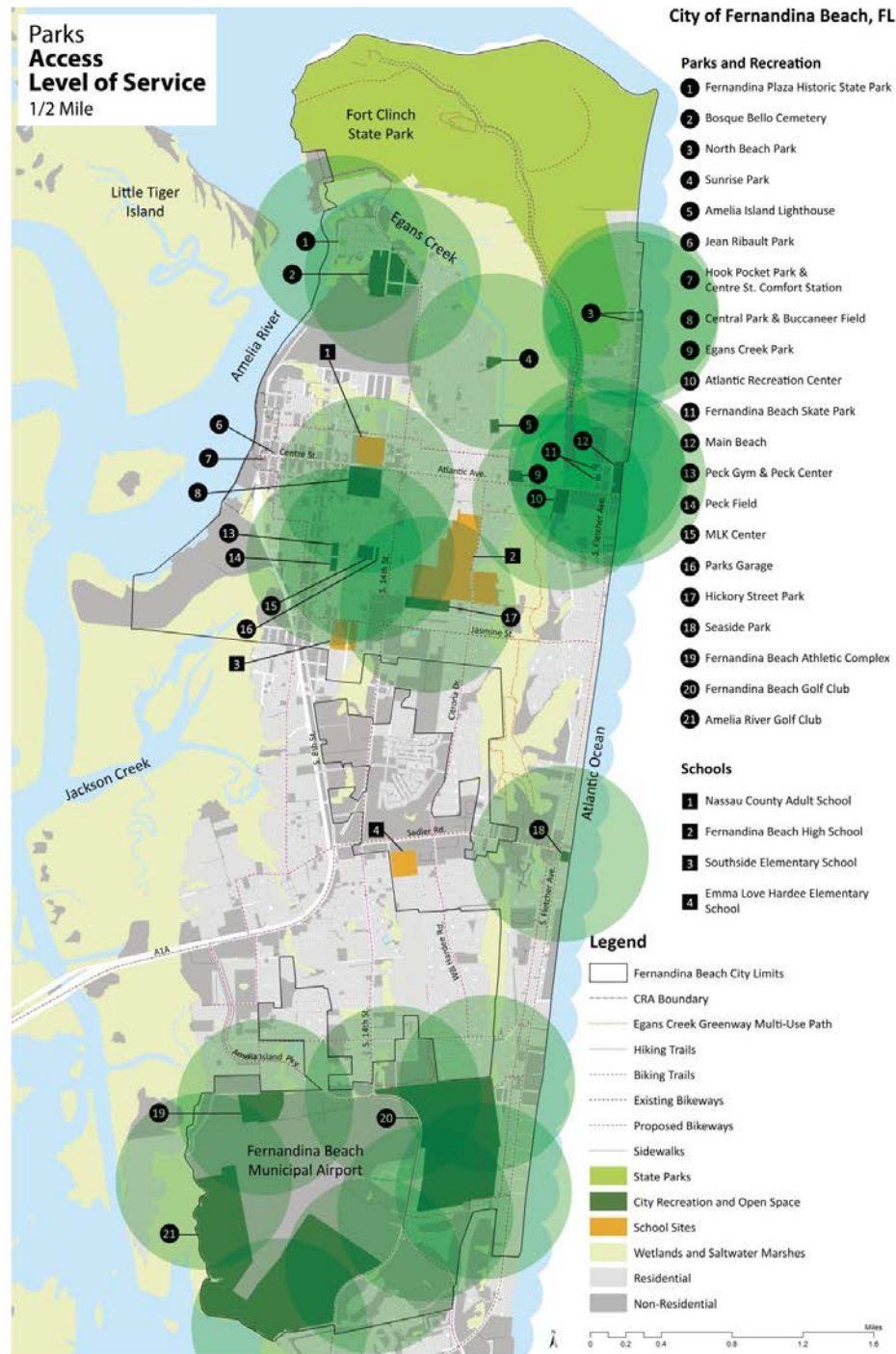
Parks & Rec Master Plan 2015

Proposed services areas/access LOS for Fernandina Beach include:

Trails	-	1/2 mile
Playgrounds (shaded)	-	1/2 mile
Sports courts (e.g. Basketball, Tennis, Multipurpose, Petanque)	-	1/2 mile
Multi-purpose open space	-	1/2 mile
Small Pavilion	-	1/2 mile

Parks

- From the 2015 Parks & Recreation Master Plan



How do we monitor & evaluate for development?

- TRC (Technical Review Committee) –zoning, subdivision plans, development orders and amendments
- Planning department, streets, utilities/wastewater, stormwater, police and fire make recommendations on whether a project will allow the City to maintain the LOS standards
- Individual building permits are assessed for stormwater, utilities/wastewater
- Parks are evaluated based on planning recommendations, density

At what point do you not meet LOS?

- Data driven decision by police & fire
- Monitor monthly building permits and other development to ensure they can meet standards
- Mutual aid agreements available for emergency situations

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Approval of Minutes

ITEM TYPE: Resolution (w/o fiscal impact)

REQUESTED ACTION: Approve Minutes

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

City Commission Regular Meeting September 1, 2020
City Commission Regular Meeting September 15, 2020
City Commission Special Meeting September 22, 2020

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Nicole Bednar, Administrative Services Manager	10/19/2020
Dale L. Martin, City Manager	10/20/2020



Date: October 08, 2020

Submitted By: Caroline Best, City Clerk

COMMISSION ACTION: Approve

The City Commission of the City of Fernandina Beach, Florida, met in a Regular Meeting on Tuesday, September 1, 2020 at 6:00 pm. Present in Chambers were Mayor John A. Miller presiding, Vice Mayor Len Kreger, Commissioners Philip Chapman, Mike Lednovich, and Chip Ross. Also present were City Clerk Caroline Best, City Manager Dale L. Martin, and City Attorney Tammi Bach. Due to the ongoing COVID-19 pandemic, occupancy in the Commission Chambers was limited. The meeting was broadcasted live for members of the public to view on the City of Fernandina Beach website (www.fbfl.us) and Channel 264 (Comcast only).

Mayor Miller called the meeting to order and led the Pledge of Allegiance to the Flag. The invocation was given by Reverend Anthony Daniel of Macedonia African Methodist Episcopal Church.

4.1 PRESENTATION - NASSAU HUMANE SOCIETY: Representatives of the Nassau Humane Society presented Diamond, a three-year-old mixed breed, as the "City Commission Dog of the Month."

4.2 PRESENTATION - FERNANDINA BEACH MAIN STREET PROGRAM: Fernandina Beach Main Street Director Ms. Arlene Filkoff provided a synopsis of projects occurring within each of the four Main Street Councils (Promotions, Economic Vitality, Organization, and Design). Ms. Filkoff spoke to the challenging economic concerns and the importance of communication to attract consumers to local businesses through weekly updates, social media marketing, virtual events, and various community programs. A grant application has been completed for a signage project. The candidate selection process has ended and is in the negotiation stage for a new Main Street Executive Director anticipated to start in the end of October. Grants Administrator Lorelei Jacobs is collaborating with the organizational council on a grant for post-COVID-19 strategies for businesses. Three downtown businesses have closed, one due to the owner retiring. A membership and community support program have been implemented and information or donations can be made at www.fernandinamainstreet.com

5.1 CONSERVATION/ENVIRONMENT: This item is placed on the agenda at the request of Commissioner Lednovich. City Manager Martin reported Utilities Director John Mandrick identified parcels on/and off the City sewer system in the area and is awaiting response from the Nassau County Department of Health about investigating possible failing septic systems.

5.2 WATERFRONT DEVELOPMENT: This item is placed on the agenda at the request of Commissioner Lednovich. City Manager Martin explained the Resiliency Grant application is due in October and a decision is needed whether to apply for the river or ocean waterfront.

5.3 BEACHES: This item is placed on the agenda at the request of Vice Mayor Kreger who gave a presentation explaining the grant process and history of funding received for projects including successful dune management. Commissioner Ross stated the City maintains forty-eight beach accesses, a recent walkover engineering study made recommendations for removals and/or replacements at a total cost of approximately \$7.2 million dollars. Commissioner Ross suggested the Planning Advisory Board create a subcommittee called the Beach Access Committee to garner public input. Commissioner Lednovich provided a presentation reiterating the dune management plan is a set of suggestions and recommendations without a dune plan manager, time line, and lacks funding plan from the US Army Corps of Engineers who, recommended the top priority should be the Dolphin Street/Ocean Avenue opening, which presently provides minimal resistance to waves and surge. Vice Mayor Kreger stressed the Dolphin Street/Ocean Avenue gaps are being filled per last year's legislative request listing all of the openings and the City does have a plan. Significant issues are south of Sadler Road and the need for additional walkovers. ***The consensus of the City Commission was to direct the Planning Advisory Board to form a subcommittee called the Beach Access Committee.***

5.4 MARINA: This item is placed on the agenda at the request of Commissioner Ross who questioned why boats are not being rented space to tie up at the northern attenuator. Marina Manager Joe Springer explained the dock is still under construction and no fuel available. Boats are being guided to the south end of the dock which has sufficient accommodations. Commissioner Ross suggested a consensus to have the City Manager investigate the fuel line problem. City Manager Martin explained Marina Project Manager Cathy Chapman is working with Marine Utilities to determine the location of the fuel line leak and is soliciting quotes for repair. Further discussion and questions ensued regarding history of the Marina, funding, hurricanes, and repairs.

City Manager Martin gave a timeline of hurricane damages, reports, and Federal Emergency Management Agency (FEMA) responses; February 2017: following Hurricane Matthew, Applied Technology & Management (ATM) conducted a damage assessment which indicated all of the features and amenities of the attenuator were damaged beyond repair and recommended replacement. March 2017: FEMA sent a subcontractor to conduct a damage assessment and, in the course of his review he requested, apparently, a repair estimate from Bellingham Marine. That estimate was never presented to the City, that estimate was not requested by the City. That estimate, since the City never had it, was not provided to FEMA. Apparently, is was provided to the FEMA subcontractor. But even with that repair estimate, that FEMA official recommended, on what is referred to as a FEMA Form 90-91, replacement, not repair, and his estimate was approximately \$6.5 million for both the north and the south attenuator. He prepared the Form, but a separate FEMA official signed off on the form. So, we now have three assessments that the attenuator needs to be replaced, not repaired: ATM, the first FEMA subcontractor and the FEMA contractor who actually signed Form 90-91. Form 90-91 indicates the replacement is eligible for 75% reimbursement. That \$6.5 million was an estimate, if the attenuator projects cost the City \$15 million then the City would be reimbursed 75% of \$15 million. If it only cost \$200,00, then the City would get 75% of \$200,00. October 2017: FEMA signed Form 90-91 indicating that project qualified for 75% reimbursement for the replacement of the attenuator.

City Manager Martin further explained: August 2017, the City, the US Army Corps of Engineers (Corps), whose involvement was necessary due to the channel permitting issue, and FEMA had an onsite meeting where the Corps and FEMA decided they were going to break the project into two parts: the southern attenuator and the northern attenuator. Once it was broken into two parts, FEMA then sent another contractor, and her estimate was approximately \$6.3 million for just the southern attenuator. So now you have a fourth professional expert saying that the attenuators need to be replaced, not repaired. Following that, the City eventually got the permits from the Corps and proceeded, based upon those four professional experts recommending that the attenuator be replaced. We awarded the contract, the process started, and it was not until, and a key term is obligated, because what happens is FEMA obligates the money, which says "ok, we are ready to go with this project". The City moved forward before FEMA funding was obligated because we had four recommendations as to how FEMA defined the scope of work to replace the attenuator. FEMA did not actually obligate the project until May of this year. So, if we waited until the project was obligated, we would just now be opening bids to rebuild the Marina.

Mayor Miller questioned environmental concerns. City Manager Martin reported all emergency responses have been addressed and the Department of Environmental Protection (DEP) inspected the leak which has since been contained. Commissioner Chapman expressed concern with the recent multiple requests from the Commission for consensus and suggested items be given to the City Manager to delegate to appropriate City staff, and then presented to the Commission for vote. Mayor Miller concurred concern explaining the intent of discussion in accordance with Sunshine laws noting consensus precedes decisions. Vice Mayor Kreger concurred the City Manager should bring recommendations for resolve of problematic issues to the Commission. City Attorney Bach explained the from a legal standpoint the

procurement process to fix the fuel leak is currently estimated at \$200,000. ***The consensus of the Commission was to direct the City Manager to provide a recommendation on valve placement to determine the location of the fuel leak.***

5.5 OCEAN HIGHWAY AND PORT AUTHORITY (OHPA): This item is placed on the agenda at the request of Commissioner Ross. City Attorney Bach reported judicial complaint proceedings regarding the Payment in Lieu of Taxes (PILOT) payment.

5.6 COVID-19: Commissioner Lednovich provided a graph indicating an increase in Nassau County COVID-19 cases and reiterated the importance of mandatory masks and enforcement. City Manager Martin reported the Amelia Island Youth Soccer league submitted a preliminary plan to safely resume youth soccer activities to the Parks and Recreation Department, the plan will be distributed to the Commission. Commissioner Lednovich noted the movie theatre reopened and questioned mask enforcement therein. Commissioner Lednovich expressed concern regarding a recent mass marketing email sent to 86,000 recipients inviting tourists to visit Amelia Island. Discussion ensued about masks safe practices, movie concessions, group gathering guidelines and positivity rate. City Attorney Bach reported a local elementary school is doing contact tracing and recently dismissed a few classes to quarantine due to a positive case. Vice Mayor Kreger noted local hotel occupancy rates were down by only 19% in July so it appears the island is back in business. Commissioner Ross emphasized enforcement comparing the gradual implementation of wearing seat belts and the realization of consequences. Commissioner Chapman noted the success of enforcement in other countries and advocated for wearing masks inside and outside. City Manager Martin reported one City firefighter tested positive for COVID-19 and eight first responders are in fourteen-day quarantine away from coworkers and family members.

5.7 LEGISLATIVE PRIORITIES: City Attorney Bach explained direction is needed to draft a resolution prior to the October City Commission Regular Meeting noting the delegation and legislative session begins in November. City Manager Martin reported the Northeast Florida Regional Council (NEFRC) asked that legislative priorities be submitted prior to September 25, 2020. Discussion ensued regarding items, ranking, and limiting priorities. Vice Mayor Kreger, who also serves as NEFRC President, reported this will not be discussed until October, explained the process, and expressed hope for the Peck Center project. Commissioner Ross concurred and added the port and funding resiliency to the list. ***The consensus of the Commission was to consider the NEFRC priority list on the September 15th City Commission Regular Meeting agenda.***

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

TURTLES: Kevin Leary, 320 S. 9TH Street, distributed Turtle Watch Association handouts and spoke to a recent incident regarding three loggerhead turtles and a local beachfront establishment with harsh lighting affecting turtle nesting season. The establishment has a history of violating code but is it enforced?

Vice Mayor Kreger reported the establishment reached out for assistance. Commissioner Lednovich added the establishments' staff has received training and are currently in compliance. There were also other violators.

BEACH ACCESS: Genece Minshew, 2428 Los Robles Drive, showed a video of fill placed on a beach access that is running off into the dune/gopher tortoise areas, the dirt has trash in it, creates large gullies and is generally unsafe. This has happened often and consistently, and the Commission is urged to close the access and fix it quickly and effectively.

Commissioner Lednovich acknowledged the issue and urged the City Manager for a permanent fix. City Manager Martin noted a short-term solution is to place heavy duty gravel and coarse sand as recommended by dune expert, Mr. Hoff. A long-term solution will require permitting through the Department of Environmental Protection (DEP). Mayor Miller suggested the access be closed until it is fixed. City Attorney Bach stated liabilities are greatly enhanced.

BLACK LIVES MATTER: Macedonia African Methodist Episcopal Church Reverend Anthony Daniel stated black lives matter is a statement of focus, that racism does exist, and recognizing there is a problem is the first step before it can be dealt with. Black lives matter is a legitimate movement and shareholders, and local officials are needed to step up. Fernandina Beach is “ripe for becoming a model” and urged the Commission to be intentional.

7.1 RESOLUTION 2020-94: EMERGENCY ORDER REQUIRING MASKS OR FACE COVERINGS IN PUBLIC SPACES, PROVIDING FOR EXCEPTIONS, PROVIDING FOR A NEW EXPIRATION DATE: According to the agenda support documents Resolution 2020-94 extends the Emergency Order requiring face coverings to October 6, 2020.

Commissioner Ross urged foresight and consideration of county and state mask orders. Commissioner Lednovich concurred. *City Attorney Bach stated that in order to ensure record keeping accuracy, Resolution 2020-126 amends and extends Resolution 2020-94. A motion was made by Vice Mayor Kreger, seconded by Commissioner Chapman, to approve Resolution 2020-94 (2020-126). Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.*

7.2 RESOLUTION 2020-98 AWARDING RFP # 2020-02 FOR MANAGING AND/OR LEASING MARINA FACILITIES. According to the agenda support documents Resolution 2020-98 authorizes negotiations following RFP # 2020-02 for managing and/or leasing marina facilities. Airport Manager Nathan Coyle, Chair of the Marina Evaluation Committee gave a brief summation of the recommendation process that culminated from review and interviews with the five prospective management companies that submitted request for proposals and the public meeting that showcased each prospective submitter’s presentation. A detailed scoring sheet deeming Oasis Management with the highest score has been included in the agenda packet. Founders 3 received the second highest score and is recommended as a backup option if negotiations with Oasis Management are unsuccessful. **A motion was made by Commissioner Lednovich, seconded by Commissioner Ross, to approve Resolution 2020-98.** Commissioner Ross reiterated concerns with the current maintenance and management and suggested it is time to aggressively market the Marina, noting his support for new management. Vice Mayor Kreger complimented the committee on the thoroughness of the request for proposal per the City purchasing policy. Commissioner Lednovich concurred with Vice Mayor Kreger and is in support commending the evaluation committee and reminded the Commission of the recommendation to keep Westrec Management for one year, however Oasis is progressive and more technological. Mayor Miller acknowledged Westrec and its Manager Joe Springer for the fantastic job and service to the City for initially taking over the decaying Marina and assisting in recovery from the hurricanes. City Attorney Bach issued a point of order regarding the two resolutions explaining the negotiation process. **Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

Note: The City Commission, at their July 21, 2020 Regular Meeting, approved Resolution 2020-98. Due to concerns raised regarding the selection process described in the Marina Management/Lease Request for Proposals, City Manager Martin subsequently appointed an Evaluation Team to formalize the ranking of the proposals and submitted a recommendation to the City Commission for additional consideration. This agenda item represents the second consideration and approval of Resolution 2020-98.

7.3 RESOLUTION 2020-116 AWARDING RFP #2020-04 AWARDING RFP #2020-04 TO MCCALL TREE HEALTH AND CONSULTING, LLC, CASH'S TREE SERVICE LLC, FIRST COAST URBAN FORESTRY LLC, DAVEY RESOURCE GROUP, INC., AND GAGE TREE CARE; AUTHORIZING THE CITY MANAGER TO PREPARE PROFESSIONAL SERVICES AGREEMENTS FOR SAME: 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. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Lednovich, to approve Resolution 2020-116. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.4 RESOLUTION 2020-119 ACCEPTING THE CITY HALL ASSESSMENT AND DESIGN EVALUATION COMMITTEE RANKING FOR RFQ #2020-01; AUTHORIZING NEGOTIATION: According to the agenda support documents Resolution 2020-119 accepts the recommendation of firms by the City Hall Assessment and Design Evaluation Committee for RFQ #2020-01: Silling Architects, Inc., LS3P Associates, LTD, Passero Associates LLC, and Bhide & Hall Architects, P.A.

City Manager Martin gave an overview and explained the project has been scaled back to two components: a needs assessment, and a site assessment. Commissioner Ross contacted a favorable referral that highly recommended Silling Architects, after their renovation of City Hall in Martinsburg, West Virginia. Going forward the City needs to begin planning for the problematic, historic City Hall building that may take several years to correct. **A motion was made by Commissioner Ross, seconded by Commissioner Chapman, to approve Resolution 2020-119.** Commissioner Lednovich voiced opposition; lamenting the current economic challenges throughout the country and county. Vice Mayor Kreger echoed disapproval citing timeliness, budgetary concerns, and recent building department improvement costs. Commissioner Ross reiterated opposition to building a new City Hall however the current building is in dire need of structural assessment and that should be planned for accordingly. Commissioner Chapman although conflicted believes it would be money well spent in planning for the future. Discussion continued regarding cost concerns and steps to move forward. **Vote upon passage of the motion was taken by ayes and nays and was as follows:**

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

Motion carried 3-2.

7.5 RESOLUTION 2020-120 APPROVING CHANGE ORDER #2 WITH MARINA UTILITIES, INC. IN THE AMOUNT OF \$10,753.25 FOR REPLACEMENT PARTS RELATIVE TO ELECTRONIC PARTS, DISPLAYS AND PANELS: According to the agenda support documents Resolution 2020-120 approves Change Order #2 with Marina Utilities, Inc. in the amount of \$10,753.25 and authorizes increasing the total project cost to \$111,203.25. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Ross, to approve Resolution 2020-120. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.6 RESOLUTION 2020-121 APPROVING A LOBBYING SERVICES AGREEMENT BETWEEN THE CITY AND JACOBS SCHOLZ & WYLER, LLC FOR STATE AND FEDERAL LOBBYING

SERVICES FOR FY 2020/2021: According to the agenda support documents Resolution 2020-121 Approves the lobbying services agreement with Jacobs Scholz & Wyler, LLC for FY 2020/2021. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Chapman, to approve Resolution 2020-121. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.7 RESOLUTION 2020-122 APPROVING TEMPORARY EASEMENT AGREEMENTS BETWEEN THE CITY OF FERNANDINA BEACH AND THE UNITED STATES ARMY CORPS OF ENGINEERS (USACE) FOR BEACH RENOURISHMENT STAGING AND MOBILIZATION: According to the agenda support documents Resolution 2020-122 approves the easements allowing the USACE to access areas of Dolphin Street to complete beach renourishment work. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Chapman, to approve Resolution 2020-122. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.8 RESOLUTION 2020-123 AUTHORIZING THE SUBMITTAL OF AN APPLICATION TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) GRANT APPLICATION FOR THE DESIGN AND CONSTRUCTION OF A NEW BEACH WALKOVER AT BEACH ACCESS POINT 6N: According to the agenda support documents Resolution 2020-123 approves the submission of an application to FDEP for grant funds of \$60,000 for a resiliency project to strengthen the City's protective dune system through the replacement of Beach Walkthrough 6N with a beach walkover. Grants Administrator Lorelei Jacobs explained that a \$500,000 grant (RIG) with no match requirement is due October 9th and a Coastal Partnership Initiative (CPI) \$60,000 grant with a 1:1 matching requirement is due September 27th. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Chapman, to approve Resolution 2020-123.**

OCEAN AVENUE DUNE CONCERNS: PhD Coastal Geomorphology Dr. Frank Hopf, 4653 Genoa Drive, distributed a handout and gave a presentation on dune concerns, summarizing that the Ocean Avenue dune could be protected and renourished by adding sand fencing, replenishing rock in the revetment beneath the sand, and adding 1,704 native dune plants at accesses 4,5,6,7,8,9,10 and 11 North using trained volunteer labor and wholesale pricing for approximately \$2,500. Dr. Hopf also offered to assist with grant applications for dune buildup.

City Manager Martin explained that Resolution 2020-123 is authorizing the submission of the grant application to the Coastal Partnership Initiative for \$65,000 (to be awarded in July 2021) to build the walkover at beach access 6N. Discussion ensued amongst the Commission regarding dunes, fencing and beach walkover options and costs. **Vote upon passage of the motion was taken by ayes and nays and was as follows:**

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

Motion carried 3-2.

BEACH ACCESS: Genece Minshew, 2428 Los Robles Drive, believed that Dr. Hopf was going to discuss beach access 40 and a video showing concerns at the access were given to Parks and Recreation Director Nan Voit who referred to the issue as a stormwater problem. Solutions and how the access will be fixed is needed.

City Manager Martin clarified the problem needs to be addressed immediately, possibly with the Stormwater and the Parks and Recreation Departments working together for a short-term fix while the City pursues a long-term solution.

DUNES: Bryn Byron, 1438 S. Fletcher Avenue, hired Dr. Frank Hopf to plant on the dunes in front of her home and offered to donate the \$2,500 to launch the dune planting project for the City. Her sister, Sandra Kerry, will try to get the Master Gardeners to participate as well.

7.9 RESOLUTION 2020-124 APPROVING A RECOMMENDATION BY THE HISTORIC DISTRICT COUNCIL TO ALLOW NON-PROFITS OR OTHERWISE TAX-EXEMPT ORGANIZATIONS OPERATING OUT OF HISTORIC DISTRICT BUILDINGS AND WHICH MEET OTHER HISTORIC PRESERVATION AND FINANCIAL NEED CRITERIA TO APPLY FOR THE CITY'S FY 2020-2021 PRESERVATION REHABILITATION ASSISTANCE GRANT: According to the agenda support documents Resolution 2020-124 supports the recommendation by the Historic District Council to open the program to non-profit, tax-exempt organizations operating at historically significant national-register or contributing structures in the City's Historic District to apply under certain conditions including demonstration of financial need. ***This item was removed from the agenda.***

7.10 RESOLUTION 2020-125 AWARDING BID #2020-09 TO JOHNSON HOME BUILDERS, INC. FOR THE CONSTRUCTION OF THE TOPTRACER GOLF FACILITY: According to the agenda support documents Resolution 2020-125 awards Bid #2020-09 to Johnson Home Builders, Inc. in an amount not to exceed \$277,800 for the construction of the Toptracer Golf Facility. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Chapman, to approve Resolution 2020-125. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

8.1 Legislative – FIRST READING OF ORDINANCE 2020-31: City Attorney Bach read Ordinance 2020-31 by title only, which was as follows: “AN ORDINANCE OF THE CITY OF FERNANDINA BEACH, FLORIDA ESTABLISHING AN AMENDED PAY AND CLASSIFICATION PLAN FOR FISCAL YEAR 2020/2021, PURSUANT TO SECTION 120 OF THE CITY CHARTER AND SECTION 62-247 OF THE CODE OF ORDINANCES OF THE CITY PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.” According to the agenda support documents Ordinance 2020-31 establishes an amended Pay and Classification Plan for FY 2020/2021. **A motion was made by Commissioner Ross, seconded by Vice Mayor Kreger, to approve Ordinance 2020-31. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

9.1 Legislative – SECOND READING OF ORDINANCE 2020-23: City Attorney Bach read Ordinance 2020-23 by title only, which was as follows: “AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA FUTURE LAND USE MAP AMENDMENT - NON-CITY OWNED PROPERTIES - ORDINANCE 2020-23 CHANGING THE CITY'S FUTURE LAND USE MAP TO ADD CONSERVATION AND RECREATION LANDS FOR PROPERTIES OWNED BY THE STATE OF FLORIDA, NASSAU COUNTY, AND OCEAN HIGHWAY AND PORT AUTHORITY, COLLECTIVELY TOTALING APPROXIMATELY 6.07 ACRES OF LAND; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.” 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. The public hearing was opened at this time and there being no comments from the floor, the public hearing was closed. **A motion was made by Commissioner Ross, seconded by Commissioner Lednovich, to approve Ordinance 2020-23. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

9.2 Legislative - SECOND READING OF ORDINANCE 2020-24: City Attorney Bach read Ordinance 2020-24 by title only, which was as follows: “AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA ZONING MAP AMENDMENT - NON-CITY OWNED PROPERTIES - ORDINANCE 2020-24 CHANGING THE CITY’S ZONING MAP TO ADD CONSERVATION AND RECREATION LANDS FOR PROPERTIES OWNED BY THE STATE OF FLORIDA, NASSAU COUNTY, AND OCEAN HIGHWAY AND PORT AUTHORITY, COLLECTIVELY TOTALING APPROXIMATELY 6.07 ACRES OF LAND; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. 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. The public hearing was opened at this time and there being no comments from the floor, the public hearing was closed. **A motion was made by Commissioner Ross, seconded by Vice Mayor Kreger, to approve Ordinance 2020-24. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

9.3 Legislative - SECOND READING OF ORDINANCE 2020-25: City Attorney Bach read Ordinance 2020-25 by title only, which was as follows: “AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA FUTURE LAND USE MAP AMENDMENT - CITY OWNED PROPERTIES - ORDINANCE 2020-25 CHANGING THE CITY’S FUTURE LAND USE MAP TO ADD CONSERVATION AND RECREATION LANDS FOR PROPERTIES OWNED BY THE CITY OF FERNANDINA BEACH, COLLECTIVELY TOTALING APPROXIMATELY 22.15 ACRES OF LAND; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.” 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. The public hearing was opened at this time and there being no comments from the floor, the public hearing was closed. **A motion was made by Commissioner Ross, seconded by Commissioner Lednovich, to approve Ordinance 2020-25. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

9.4 Legislative - SECOND READING OF ORDINANCE 2020-26: City Attorney Bach read Ordinance 2020-26 by title only, which was as follows: “AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA ZONING MAP AMENDMENT - CITY OWNED PROPERTIES - ORDINANCE 2020-26 CHANGING THE CITY’S ZONING MAP TO ADD CONSERVATION AND RECREATION LANDS FOR PROPERTIES OWNED BY THE CITY OF FERNANDINA BEACH, COLLECTIVELY TOTALING APPROXIMATELY 22.15 ACRES OF LAND; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.” According to the agenda support documents Ordinance 2020-26 modifies City owned parcels throughout the City to contain Conservation or Recreation Zoning Map categories. The public hearing was opened at this time and there being no comments from the floor, the public hearing was closed. **A motion was made by Commissioner Ross, seconded by Commissioner Lednovich, to approve Ordinance 2020-26. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

CITY MANAGER REPORTS:

BEACHES: City Manager Martin looks forward to further clarification on the beaches.

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

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

THANK YOU: City Attorney Bach expressed appreciation and personally thanked resident Bryn Byron for her efforts on behalf of the City.

VACATION: City Attorney Bach will be on vacation Thursday September 3rd and Friday September 4th.

MASKS: City Attorney Bach thanked the Commission for extending the mandatory mask order through the first week of October and reported Nassau County mask order is in effect until October 1st.

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

MAYOR/COMMISSIONER COMMENTS:

THANK YOU: Commissioner Ross thanked the Parks and Recreation Department for the new no parking signage at Main Beach.

EVENT: Commissioner Ross announced the seventh annual Barnabas Empty Bowls event Friday, November 20th, tickets are available at barbnabasnassau.org

BEACH AMBASSADORS: Commissioner Ross thanked the Beach Ambassadors and all who pick up trash on the beaches.

BEST WISHES: Commissioner Chapman sent best wishes to the quarantined first responders who risk their lives to protect the community.

HOLIDAY: Commissioner Chapman wished all a safe Labor Day holiday.

THANK YOU: Commissioner Lednovich acknowledged his membership in the Beach Ambassador group and thanked Commissioner Ross for recognizing all those who volunteer to clean the beaches and gave a personal thank you to resident Bryn Byron.

SAFETY: Commissioner Lednovich urged all to wear masks and be safe especially during the Labor Day holiday.

TURTLE SEASON: Vice Mayor Kreger reported that turtle nesting season is until October 31st and acknowledged the turtle watch group which also collects beach trash daily.

FOOD DISTRIBUTION: Vice Mayor Kreger announced the next Barnabas free food distribution event is Saturday September 12th 9:00 am – 12 noon at the Dr. Martin Luther King Recreation Center.

THANK YOU: Vice Mayor Kreger and Mayor Miller thanked resident Bryn Byron for her generous donation.

MASKS: Mayor Miller acknowledged and thanked all the front-line industry workers and members of the community who are required to enforce the mask mandate at their places of employment.

CONDOLENCES: Mayor Miller expressed condolences to Ms. Kayla Nardine on the recent sudden loss of her father.

DRAFT

MINUTES

City Commission Regular Meeting

September 1, 2020

Page 10 of 10

ADJOURNMENT: There being no further business to come before the City Commission, the meeting was adjourned at 9:32pm.

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, September 15, 2020 at 6:00 pm. Present in Chambers were Mayor John A. Miller presiding, Vice Mayor Len Kreger, Commissioners Philip Chapman, Mike Lednovich, and Chip Ross. Also, in attendance were City Clerk Caroline Best, City Manager Dale L. Martin, and City Attorney Tammi Bach. Due to the ongoing COVID-19 pandemic, occupancy in the Commission Chambers was limited. 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 - BRAIN ANEURYSM AWARENESS MONTH: Mayor Miller read the Proclamation in full recognizing the Trinity Love Hoblit Foundation for raising brain aneurysm awareness and Brain Aneurysm Awareness Month. Members of the Trinity Love Hoblit Foundation and Hoblit family will be in attendance to accept the Proclamation.

Mayor Miller acknowledged the 2020 General Election candidates in attendance.

City Manager Martin introduced newly hired City Human Resources Director Denise Matson.

4.2 PRESENTATION - PASSERO ASSOCIATES LLC: Passero Associates Chief Executive Officer/National Director of Aviation Services Andrew Holesko provided a presentation regarding the Resiliency Study. The presentation represented Study Phase 1, Mr. Holesko recommended starting Study Phase 2 with design and permitting for Parking Lots C & D. Permits which will be needed for both the living shoreline and bulkhead construction. Cost estimates for Phase 2 (segment 2) would be approximately \$2-3 million however the City has grant requests pending for shoreline resiliency funding that could offset some of the costs in this area.

4.3 PRESENTATION - MARQUIS LATIMER & HALBACK: Marquis Latimer + Halback President/Principal Jeremy Marquis provided a presentation via Zoom regarding the proposed Waterfront Development plan. Discussion, questions, and answers ensued amongst the Commission. Commissioner Chapman asked that the City Manager bring the new marina management into discussion for park design specifically around the Marina. City Manager Dale Martin said that the City is “slow walking” the waterfront plans and reassured the Commission no commitment to proceed has been made yet.

4.4 BUDGET SUMMARY: Comptroller Pauline Testagrose was available to answer any questions regarding the budget summary for August 2020. Commissioner Lednovich issued kudos to City staff and department directors for keeping expenditures twenty points below the budgeted amount.

5.1 CONSERVATION/ENVIRONMENT: This item is placed on the agenda at the request of Commissioner Lednovich who spoke to a topic raised at the recent City Commission Candidate forum questioning tree canopy loss which was attributed to development.

City Manager Martin read correspondence received from the Nassau County Florida Department of Health Environmental Health Services Director Michael Godwin stating four Escambia Street residential properties with sanitary nuisances will be sent a notice of violation and directed to apply for a septic repair permit, install new septic systems, or tie in to the City public sewer if available. City Attorney Bach explained the legalities regarding sewer connection (if available) which include a one-year notification to connect. Further discussion ensued regarding costs and implementation if needed.

Utilities Director John Mandrick explained the City is not a regulatory agency for septic fields, once the exact addresses are identified, more information will be forthcoming regarding the extent of work and costs.

5.2 WATERFRONT DEVELOPMENT: This item is placed on the agenda at the request of Commissioner Lednovich who yielded his time. Commissioner Ross sought to clarify misconceptions regarding waterfront utility poles summarizing that overhead lines be relocated underground to avoid storm damage.

5.3 MARINA: This item is placed on the agenda at the request of Commissioner Ross. City Manager Martin received a \$1700 contractor quote to pressure test the fuels lines to determine the extent of damage to either be repaired or replaced, testing should be complete by the end of September. Discussion ensued regarding Marina debt, refinancing, and repackaging per the City budget. An agreement with Oasis Marina Management will be presented at the November 4th City Commission Regular Meeting, the agreement with Westrec terminates December 1, 2020. A report on river siltation monitoring will be forthcoming.

5.4 OCEAN HIGHWAY AND PORT AUTHORITY (OHPA): This item is placed on the agenda at the request of Commissioner Ross who reported the Port Operator informed of the intent to build an approximately 15,000 square foot warehouse without acquiring required building permits. City Attorney Bach requested permission to continue compliance correspondence with the port operator.

5.5 COVID-19: Commissioner Lednovich asked for an exception to the presentation submission deadline to provide the most current COVID-19 data and questioned enforcement due to a constituent complaint about a large gathering.

5.6 CHARTER OFFICERS' PERFORMANCE EVALUATIONS: Commissioner Lednovich reported he discussed evaluations with each individual and explained that they would be available to the public through the City Clerk's office.

Commissioner Ross commented that employees could be evaluated throughout the year as opposed to one annual review and he currently meets weekly with each Charter Officer to resolve any issues. Commissioner Ross thanked City Clerk Best for doing an amazing job with the City Commission candidates and writing the Proclamations. Commissioner Ross thanked City Attorney Bach for promptly providing requested legal background throughout the year, which can be voluminous at times. Commissioner Ross stated City Manager Martin has done a good job reflecting and implementing most of the Commissions desires and often complaints and criticisms are due to said implementation at City Commissioners direction. Commissioner Chapman thanked and complimented City Clerk Best, City Attorney Bach's legal advice as an asset to the City, and City Manager Martin's courage to bring new ideas forward. Vice Mayor Len Kreger provided written evaluations and eschewed public criticism choosing to privately raise points with the City Manager and the City Attorney on issues than need to be addressed. Vice Mayor Kreger commended City Clerk Best who does an "excellent job." Mayor Miller concurred and complimented City Manager Martin's professionalism and positive attitude. He commended City Attorney Bach for always being available to answer any problem. Mayor Miller expounded on City Clerk Best' writing skills by drafting "phenomenal" correspondence and poignant, descriptive Proclamations.

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

7. CONSENT AGENDA: The following six items were on the Consent Agenda and approved with one motion with the exception if item 7.6 Resolution 2020-133, which was removed at the request of Vice Mayor Kreger.

7.1 APPROVAL OF MINUTES: According to the agenda support documents, the Community Redevelopment Agency Meeting of July 21, 2020; the City Commission Special Meeting of July 28, 2020; the City Commission Regular Meeting of August 4, 2020; and the City Commission Special Meeting of August 11, 2020 were presented for Approval. Staff recommended approval of the Minutes 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 2020-129 DECLARING CERTAIN TITLED CITY PROPERTY SURPLUS; AUTHORIZING THE CITY MANAGER TO DISPOSE OF SAID PROPERTY IN A MANNER CONSISTENT WITH THE CITY'S POLICIES AND PROCEDURES. According to the agenda support documents Resolution 2020-129 declares certain property as surplus and authorizes the disposal of such. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Lednovich, to approve Resolution 2020-129. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.3 RESOLUTION 2020-130 AUTHORIZING THE CITY ATTORNEY TO ENGAGE QUALIFIED OUTSIDE LEGAL COUNSEL AND SPECIAL MAGISTRATE SERVICES IN AN AMOUNT NOT TO EXCEED \$50,000 IN FISCAL YEAR 2020/2021 FOR CONFLICTS, CODE BOARD AND GENERAL ADVICE ON COMPLEX LEGAL MATTERS. According to the agenda support documents Resolution 2020-130 authorizes the City Attorney to engage qualified outside legal counsel in an amount not to exceed \$50,000 for outside legal services, as needed, in FY 2020/2021. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Lednovich, to approve Resolution 2020-130. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.4 RESOLUTION 2020-131 AUTHORIZING PAYMENT FOR THE APPROVED WASTEWATER, REFUSE, AND/OR STORMWATER FEE EXEMPTION LIST FOR FISCAL YEAR 2019/2020. According to the agenda support documents Resolution 2020-131 authorizes Wastewater, Refuse, and/or Stormwater Fee Exemption payments for twenty-seven accounts in the total amount of \$24,429.77 for FY 2019/2020. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Lednovich, to approve Resolution 2020-131. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.5 RESOLUTION 2020-132 APPROVING THE EXTENSION OF WATER SERVICES OUTSIDE THE CORPORATE LIMITS; ACCEPTING THE VOLUNTARY ANNEXATION PETITION FOR ONE PARCEL CONTAINING APPROXIMATELY 0.34 ACRES OF LAND LOCATED AT 743 PELICAN LANE. According to the agenda support documents Resolution 2020-132 authorizes the extension of water services to the property located at 743 Pelican Lane. Also approves the Voluntary Annexation Petition. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Lednovich, to approve Resolution 2020-132. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.6 RESOLUTION 2020-133 APPROVING SENSUS USA, INC. AS A SOLE SOURCE VENDOR FOR THE PURCHASE OF WATER METERING EQUIPMENT FOR THE UTILITIES DEPARTMENT IN FISCAL YEAR 2020-2021. According to the agenda support documents Resolution 2020-133 Approves Sensus USA, Inc. as the sole source vendor for the Utilities Department purchases of water metering equipment in the amount of \$210,860.65. Vice Mayor Kreger pulled this item from the Consent Agenda due to the cost and sole source concerns. Utilities Department Director John Mandrick gave a detailed explanation of the unique Sensus magnetic residential meter and the significant cost savings of procuring the meter directly from the manufacturer. **A motion was made by Commissioner Ross, seconded by Commissioner Chapman, to approve Resolution 2020-133.** Discussion ensued regarding the City's purchasing policy, processes, and the fiduciary responsibility of the Commission. **Vote upon passage of the motion was taken by ayes and nays and was as follows:**

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

Motion carried.

8.1 RESOLUTION 2020-135 AUTHORIZING PUBLIC TRANSPORTATION GRANT AGREEMENT (PTG) #444411-2-94-21 WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR THE REMARKING OF RUNWAY 9/27 AT THE FERNANDINA BEACH MUNICIPAL AIRPORT: According to the agenda support documents Resolution 2020-135 authorizes FDOT Public Transportation Grant Agreement #444411-2-94-21 in the total project amount of \$100,000.00, with a 20% matching requirement, for the remarking of Runway 9/27 at the Fernandina Beach Municipal Airport. **A motion was made by Commissioner Lednovich, seconded by Vice Mayor Kreger, to approve Resolution 2020-135.** City Manager Martin explained the grant process and the binding terms that include operating under state and federal guidelines. Airport Director Nathan Coyle clarified the grant obligations originating from assurances expire over time. **Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

8.2 RESOLUTION 2020-136 AUTHORIZING PUBLIC TRANSPORTATION GRANT AGREEMENT (PTG) #434909-1-94-21 WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) PROVIDING ADDITIONAL FUNDING FOR THE DESIGN AND CONSTRUCTION OF HANGARS AT THE FERNANDINA BEACH MUNICIPAL AIRPORT: According to the agenda support documents Resolution 2020-136 authorizes FDOT Public Transportation Grant Agreement #434909-1-94-21 providing additional funding for design and construction of hangars at the Fernandina Beach Municipal Airport.

Airport Director Nathan Coyle gave a brief history of the project noting the grant agreement is the supplemental, final funding for the design and construction of six individual t-hangar units to be constructed in the coming months at the airport. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Lednovich, to approve Resolution 2020-136.** **Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

8.3 RESOLUTION 2020-137 AUTHORIZING SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT #438035-1-94-21 WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) PROVIDING SUPPLEMENTAL FUNDING FOR THE REHABILITATION OF THE

AIRPORT FUEL FARM AT THE FERNANDINA BEACH MUNICIPAL AIRPORT: According to the agenda support documents Resolution 2020-137 authorizes FDOT Supplemental Joint Participation Agreement #438035-1-94-21 providing supplemental grant funding, in the amount of \$105,574, for the rehabilitation of the fuel farm at the Fernandina Beach Municipal Airport.

Airport Director Nathan Coyle confirmed the final phase of funding for the Airport rehabilitation of the fuel farm. The City previously accepted two grants for the same project from Florida Department of Transportation (FDOT). The construction contract and the construction administrative services have been awarded and the tanks are due to arrive in October and the project completed in November 2020. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Lednovich, to approve Resolution 2020-137. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

8.4 RESOLUTION 2020-138 APPROVING THE PURCHASE OF VEHICLES, EQUIPMENT, AND RELATED ACCESSORIES, FOR THE CITY FLEET FOR FISCAL YEAR 2020/2021; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE: According to the agenda support documents Resolution 2020-138 approves the purchase of vehicles, equipment, and related accessories for the City fleet for Fiscal Year 2020/2021. City Manager Martin explained Resolution 2020-138 is predicated on the approval of the City budget. Commissioner Lednovich is not in support as proposed and is scrutinizing budget expenditures due to the current economic challenges. **A motion was made by Commissioner Ross, seconded by Commissioner Chapman, to approve Resolution 2020-138. Vote upon passage of the motion was taken by ayes and nays and was as follows:**

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

Motion carried 4-1.

8.5 RESOLUTION 2020-139 APPROVING A SETTLEMENT OF CODE ENFORCEMENT FINES AND FEES FOR WAYNE YORK AND BETTY YORK UPON FULL PAYMENT OF \$ NO LATER THAN OCTOBER 15, 2020, FOR CODE ENFORCEMENT VIOLATIONS AT 731 SOUTH 6TH STREET: According to the agenda support documents Resolution 2020-139 authorizes full releases/satisfactions of liens be executed based upon the Code Enforcement and Appeals Board order that fines and fees be reduced for violations now in compliance at 731 South 6th Street under the name of Wayne York and Betty York. ***This item was removed from consideration.***

8.6 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: According to the agenda support documents Resolution 2020-140 formalizes the City Commission's priorities for the next Florida State Legislative Session. City Manager Martin explained the legislative priorities to be discussed with Senator Aaron Bean and State Representative Cord Byrd, the first priority is to encourage funding the Secretary of State's grant program that would include the City application for \$500,000 for the Peck Center repointing project and the second priority to recommend state legislature revise and amend the charter of the Port of Fernandina Beach. Further discussion ensued regarding funding amounts and State grant fiscal

availability. **A motion was made by Commissioner Ross, seconded by Vice Mayor Kreger, to approve Resolution 2020-140. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

9.1 SECOND READING OF ORDINANCE 2020-27: City Attorney Bach read Ordinance 2020-27 by title only, which was as follows: “AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AMENDING THE CODE OF ORDINANCES BY ADDING A SECTION TO BE NUMBERED 2-2 ENUMERATING PROCEDURES FOR DECLARATION OF LOCAL STATE OF EMERGENCY AND EMERGENCY POWERS; PROVIDING FOR PENALTIES BY ADDING A SECTION TO BE NUMBERED 2-3 PROVIDING FOR TERMINATION OF A LOCAL STATE OF EMERGENCY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.” According to the agenda support documents Ordinance 2020-27 amends the City Code by adding Section 2-2 enumerating procedures for emergency powers.

The public hearing was opened at this time and there being no comments from the floor, the public hearing was closed. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Chapman, to approve Ordinance 2020-27. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

9.2 SECOND 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.

The public hearing was opened at this time and there being no comments from the floor, the public hearing was closed. Commissioner Ross raised concerns regarding costs and where revenue is allocated. **A motion was made by Commissioner Ross, seconded by Commissioner Chapman, to approve Ordinance 2020-28 to exclude Marina and Golf Course fees.** Discussion ensued regarding the request for \$500,000 from Nassau County that has not been acknowledged to date and suggestions on how to get non-city residents to contribute to facility use fees for sustainability. **Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

9.3 SECOND READING OF ORDINANCE 2020-29: City Attorney Bach read Ordinance 2020-29 by title only, which was as follows: “AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AMENDING ORDINANCE 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 offered two amendments and respectfully requested they be included on behalf of Building Official Stephen Beckman, to add in the third line "unsafe manner, or in violation of local***

laws and ordinances,” and where appropriate, replace the word “shall” with “ must” or “may” as needed.

The public hearing was opened at this time and there being no comments from the floor, the public hearing was closed. **A motion was made by Commissioner Ross, seconded by Commissioner Lednovich, to approve Ordinance 2020-29 with the proposed amendments. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

9.4 SECOND READING OF ORDINANCE 2020-31: City Attorney Bach read Ordinance 2020-31 by title only, which was as follows: “AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, ESTABLISHING AN AMENDED PAY AND CLASSIFICATION PLAN FOR FISCAL YEAR 2020/2021, PURSUANT TO SECTION 120 OF THE CITY CHARTER AND SECTION 62-247 OF THE CODE OF ORDINANCES OF THE CITY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.” According to the agenda support documents Ordinance 2020-31 establishes an amended Pay and Classification Plan for FY 2020/2021.

The public hearing was opened at this time and there being no comments from the floor, the public hearing was closed. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Lednovich, to approve Ordinance 2020-31. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

CITY MANAGER REPORTS:

Federal Emergency Management Association (FEMA) APPEAL: City Manager Martin reported there has been no word to date regarding FEMA appeal however the state of Florida has sixty days to review before forwarding the appeal to FEMA.

RESIGNATION: City Manager Martin announced the resignation of his assistant, Administrative Services Manager Nicole Bednar, a fourteen-year City employee.

VACATION: City Manager Martin will be on vacation Wednesday, September 23 – Sunday, September 27th.

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

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

MAYOR/COMMISSIONER COMMENTS:

SERVICE: Commissioner Ross commended the City Fire and Emergency Services Department for their dedication and excellence in coverage during the quarantine period and absence of several department members who have since been cleared to return to work.

COMMENDATION: Commissioner Ross relayed a recent letter of commendation written by a constituent to the Streets department for resolving an issue efficiently and effectively. Commissioner Ross thanked the department for their service and efforts.

CONGRATULATIONS: Commissioner Chapman congratulated Fernandina Beach Main Street and Director Arlene Filkoff on the recent award of a Tourist Development Council grant to complete the fabulous downtown signage.

GOOD LUCK: Commissioner Chapman wished good luck to Administrative Services Manager Nicole Bednar, following her resignation announcement.

ANNIVERSARY: Commissioner Lednovich shared a reminder of the 150th Anniversary celebration of the New Zion Missionary Baptist Church, 10th Street and Atlantic Avenue. All are welcome.

VACATION: Vice Mayor Kreger announced his impending vacation.

THANK YOU: Mayor Miller expressed thanks, gratitude and well wishes to Administrative Services Manager Nicole Bednar, following her resignation announcement.

CONDOLENCES: Mayor Miller extended deepest condolences to the family of Mr. Shelly Hall and the family of Ms. Susan Ryan, two monumental losses in the community.

15. ADJOURNMENT: There being no further business to come before the City Commission, the meeting was adjourned at 8:45pm.

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 22, 2020 at 5:05 pm in the City Commission Chambers. Present were Mayor John A. Miller presiding, Vice-Mayor Len Kreger, Commissioner Philip A. Chapman, Commissioner Mike Lednovich and Commissioner Chip Ross. Also present were City Clerk Caroline Best, City Manager Dale Martin, and City Attorney Tammi Bach. 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.

4.1 STATEMENT REGARDING THE PERCENTAGE INCREASE IN MILLAGE OVER THE ROLLED BACK RATE NECESSARY TO FUND THE BUDGET AND THE SPECIFIC PURPOSE FOR WHICH AD VALOREM TAX REVENUES ARE BEING INCREASED: City Attorney Bach noted at the September 8th City Commission Special Meeting the millage rate was incorrectly stated as 5.463 mills, the correct rate is 5.4683 mills. City Attorney Bach read the statement in full, 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 rolled back 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 5.4683 mills per \$1,000 of assessed value. The voter debt millage rate is .1553.”

The public hearing was opened at this time and there being no comments from the floor, the public hearing was closed.

5.1 RESOLUTION 2020-127 ADOPTING THE FINAL LEVY OF AD VALOREM TAXES FOR OPERATING EXPENSES AND THE FINAL LEVY OF AD VALOREM TAXES FOR VOTER APPROVED DEBT FOR THE CITY OF FERNANDINA BEACH, NASSAU COUNTY, FOR FISCAL YEAR 2020/2021. According to the agenda support documents Resolution 2020-127 adopts the final operating millage of 5.4683 mills for the Fiscal Year 2020/2021 Budget and the final voter approved debt millage of .1553 mills for the Fiscal Year 2020/21 Budget. Commissioner Ross gave a history and timeline of the compilation of factors impacting his vote to adopt the adjusted rollback. **A motion was made by Commissioner Ross, seconded by Commissioner Chapman, to approve Resolution 2020-127 (adjusted rollback rate).** Vice Mayor Kreger stated he is not in support of the adjusted rollback rate and reiterated his position on budget cuts. Commissioner Lednovich concurred with Vice Mayor Kreger and restated his ongoing concerns for a possible economic downturn.

ROLL BACK RATE AND BUDGET CUTS: Ms. Genece Minshew, 2428 Los Robles Drive, summarized her thoughts and concerns regarding the 2020/2021 budget advocating for the full roll back rate however regardless of the approved rate, budget cuts should come from the general ad valorem fund not protected funds. Ms. Minshew suggested 2021 begin with a “deep dive”

review of the budget process and analysis of the Parks and Recreation department costs that could provide “significant savings”.

Commissioner Chapman voiced observance of continued local economic and employment opportunities noting that recent constituent correspondence expressing opposition was greater regarding increased land development than for the adjusted rollback rate. **Vote upon passage of the motion was taken by ayes and nays and was as follows:**

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

Motion carried 3-2.

6.1 RESOLUTION 2020-128 ADOPTING THE FINAL BUDGET FOR THE 2020/2021 FISCAL YEAR, INCLUDING THE FIVE-YEAR CAPITAL IMPROVEMENT PLAN:

According to the agenda support documents Resolution 2020-128 adopts the final budget for Fiscal Year 2020/2021. **A motion was made by Commissioner Ross, seconded by Commissioner Chapman, to approve Resolution 2020-128.** Vice Mayor Kreger expressed concerns regarding temporary hiring of a consultant in the Planning department to write the Comprehensive Plan. City Manager Martin clarified that currently the funds for the position are included in the City Manager budget line however per City Attorney Bach there is an opportunity to amend the motion to reflect a transfer to the Planning department. City Manager Martin pledged the money will not be spent until there is a more definitive directive from the Planning Advisory Board to the City Commission. **Vote upon passage of the motion was taken by ayes and nays and was as follows:**

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

Motion carried 3-2.

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

8. ADJOURNMENT: There being no further business to come before the City Commission, the Special Meeting was adjourned at 5:46 pm.

ATTEST:

DRAFT

CAROLINE BEST
City Clerk

MINUTES
City Commission Special Meeting
September 22, 2020
Page 3 of 2
JOHN A. MILLER
Mayor-Commissioner

RESOLUTION 2020-161

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 0.23 ACRES OF LAND LOCATED AT 1515 S. 5TH STREET; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, property owners, Sean M. & Yvonne L. Gibson, have completed the City of Fernandina Beach Voluntary Annexation Petition/ Water/Wastewater Annexation Agreement Application pursuant to Chapter 171.044, Florida Statutes, for one parcel containing approximately 0.23 acres located at 1515 S. 5th Street (Parcel ID Number: 00-00-31-1800-0205-0080); and

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

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

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

SECTION 1. The City Commission hereby authorizes the extension of water services to the property owners identified, whose property is located outside the corporate limits of the City at 1515 S. 5th Street and noted as parcel 00-00-31-1800-0205-0080, and approves the Voluntary Annexation Petition, attached hereto as "Exhibit 1".

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

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

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

ADOPTED this 4th day of November, 2020.

CITY OF FERNANDINA BEACH

JOHN A. MILLER
Commissioner - Mayor

ATTEST:

APPROVED AS TO FORM AND LEGALITY:



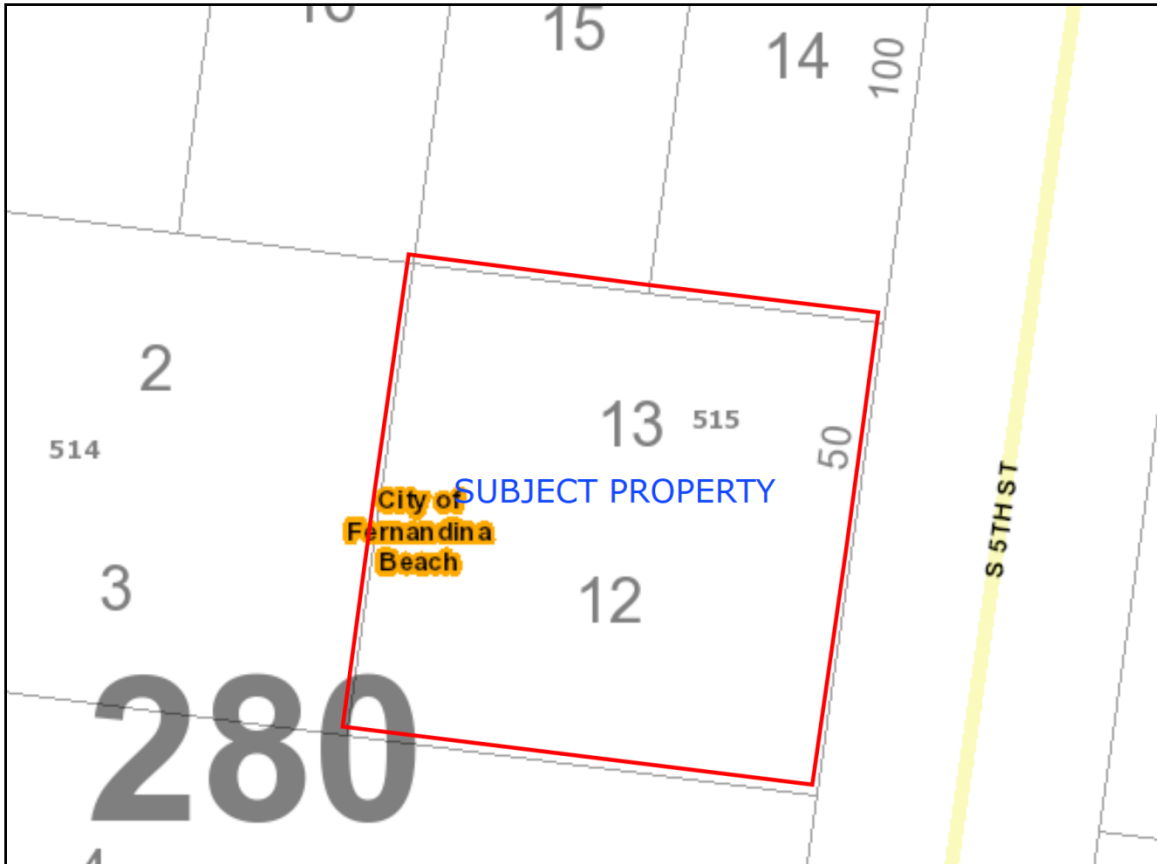
CAROLINE BEST
City Clerk

TAMMI E. BACH
City Attorney

**RESOLUTION 2020-161
EXHIBIT "1"**

WATER AND WASTEWATER AGREEMENT/ VOLUNTARY PETITION FOR ANNEXATION OF
PARCEL ID NUMBER: 00-00-31-1800-0205-0080 LOCATED AT 1515 S. 5TH STREET TOTALING
APPROXIMATELY 0.23 ACRES OF LAND

1515 S. 5TH STREET



CITY OF FERNANDINA BEACH
VOLUNTARY ANNEXATION AGREEMENT / PETITION FOR ANNEXATION

THIS VOLUNTARY ANNEXATION AGREEMENT / PETITION FOR ANNEXATION dated this 15TH day of OCTOBER, 2020 by and between the CITY OF FERNANDINA BEACH, a municipal corporation, (hereinafter referred to as "City"); and SEAN M & YVONNE L GIBSON (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#: 00-00-31-1800-0205-0080

GENERALLY DESCRIBED AS: BLOCK 205 LOT 8

ADDRESSED AS: 1515 S 5TH STREET 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:

T.E. Bach

TAMMI E. BACH
City Attorney

APPLICANT(S)

By: *Sean P. Gibson*
Applicant

By: *Yvonne Gibson*
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 15th day of October, 2020,

by SEAN + Yvonne Gibson.

Sylvie McCann
Notary Public

SYLVIE MCCANN
Printed Name
Expires

11/12/2020
My Commission

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

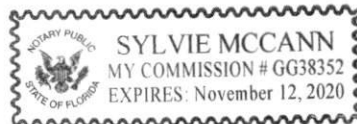


EXHIBIT A

NASSAU COUNTY PROPERTY APPRAISER
PARCEL REPORT

1515 S. 5TH STREET



October 15, 2020

Municipal Boundary



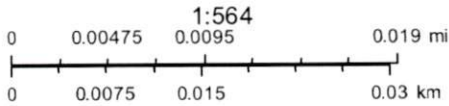
City of Fernandina Beach



Town of Callahan



Town of Hilliard



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community



A. Michael Hickox, CFA
Cert. Res. RD1941

NASSAU COUNTY
PROPERTY APPRAISER



PROPERTY INFORMATION

Parcel Number 00-00-31-1800-0205-0080

Owner Name GIBSON SEAN M & YVONNE L

Mailing Address PO BOX 16144

Location Address FERNANDINA BEACH, FL 32035

1515 S 5TH ST

FERNANDINA BEACH 32034

Tax District UNINCORPORATED MIDDLE ISLAND

Millage 16.5856

Homestead No

Property Usage VACANT 000000

Deed Acres 0

Short Legal BLOCK 205 LOT 8

2020 Preliminary Values

Land Value \$36,000

(+) Improved Value \$0

(=) **Market Value** **\$36,000**

(-) Agricultural Classification \$0

(-) SOH or Non-Hx* Capped Savings \$0

(=) **Assessed Value** **\$36,000**

(-) Homestead \$0

(-) Additional Exemptions \$0

(=) School Taxable Value \$36,000

(-) Non-School HX & Other Exempt Value \$0

(=) **County Taxable Value** **\$36,000**

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



Property Search



Map This Parcel



GIS Report

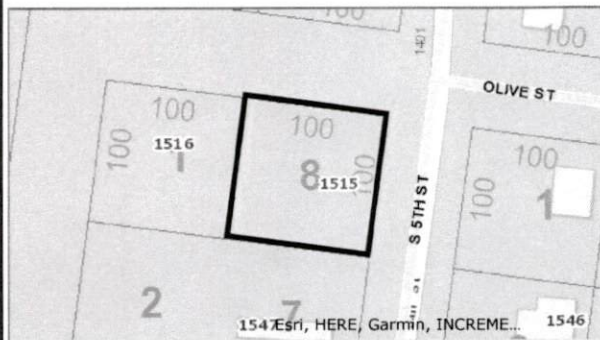


Property Record Card



Print Friendly Page

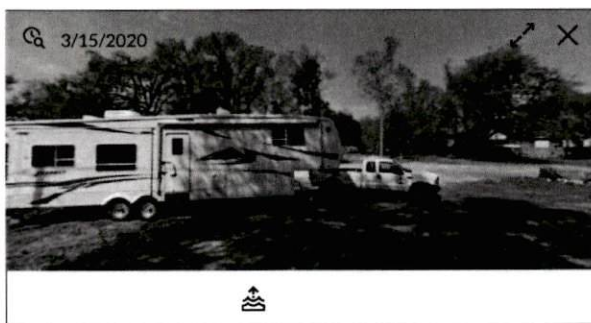
PARCEL MAP



2019 AERIAL MAP



PROPERTY PHOTO



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

LOCATION MAP



BUILDING INFORMATION

Type	Total Area	Heated Area	Bedrooms	Baths	Primary Exterior	Secondary Exterior	Heating	Cooling	Actual Year Built	Building Sketch

MISCELLANEOUS INFORMATION

Description	Dimensions L X W	Units	Year Built

SALES INFORMATION

Sale Date	Book Page	Price	Instr	Qual	Imp	Grantor	Grantee
2019-05-14	2274 / 1552	\$45,000	WD	Q	N	PARK PLACE INVESTMENTS LLC	GIBSON SEAN M & YVONNE L

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Resolution 2020-162
Budget Amendment - Various Departments

ITEM TYPE: Resolution (w/o fiscal impact)

REQUESTED ACTION: Consider Resolution 2020-162.

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

FISCAL IMPACT: Funds are available for this transfer.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2020-162.

Dale L. Martin, City Manager	10/23/2020
Pauline Testagrose, Comptroller	10/26/2020
Tammi E. Bach, City Attorney	10/27/2020
Katie Newton, Legal Assistant	10/27/2020

Date: October 08, 2020

Submitted By: Pauline Testagrose, Comptroller

COMMISSION ACTION: Adopt

RESOLUTION 2020-162

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. Finance, a transfer of \$4,005 from Part Time account, 0011300 51350 and \$320 from FICA account, 0011300 52100 to Salaries account, 0011300 51200 for \$4,325.
- b. Police, a transfer of \$89,104 from Part Time account, 0012100 51350 to Salaries account, 0012100 51200 for \$49,025 and to Retirement account, 0012100 52200 for \$40,079.
- c. Building, a transfer of \$1,228 from Printing account, 140 54700, to R&M Vehicle Parts account, 140 54640, for \$234 and to Operating Supplies, 140 55200, for \$994 for higher than anticipated expenses.
- d. Parks and Recreation, a transfer of \$12,799 from Salaries account, 0017200 51200 to Program Costs account, 0017200 54970 for higher than anticipated expenses.
- e. Fire, a transfer (see table) for higher than anticipated expenses for Salaries.

Account		Name	To in the amount of	From in the amount of
0012200	51200	SALARIES	66,330	
0012200	52200	RETIREMENT	8,692	
0012200	51400	OVERTIME		36,327
0012200	52100	FICA		8,692
0012200	52300	HEALTH INS		10,291
0012200	54640	R&M VEHICLE PARTS		10,704
0012200	55230	GAS & OIL		9,008

- f. Wastewater, a transfer of \$1,078 from Salaries account, 450 51200, to Overtime account, 450 51400, for higher than anticipated expenses.
- g. Water, a transfer of \$853 from Salaries account, 460 51200, to Overtime account, 460 51400, for higher than anticipated expenses.

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

ADOPTED this 4th day of November, 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: Resolution 2020-163
Letter to FDOT

ITEM TYPE: Resolution (w/o fiscal impact)

REQUESTED ACTION: Consider Resolution 2020-163.

SYNOPSIS: On October 20, 2020, the City Commission directed the City Attorney to draft a resolution authorizing her to draft a letter to the Florida Department of Transportation (FDOT) notifying FDOT that OHPA must follow local laws and regulations in accordance with FDOT grant application requirements. This resolution provides the City Attorney with such authorization.

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2020-163.

Tammi E. Bach, City Attorney 10/21/2020

Dale L. Martin, City Manager 10/23/2020

Tammi E. Bach, City Attorney 10/26/2020

Date: October 21, 2020

Submitted By: Katie Newton, Legal Assistant

COMMISSION ACTION: Adopt

RESOLUTION 2020-163

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AUTHORIZING THE CITY ATTORNEY TO NOTIFY THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) THAT THE OCEAN, HIGHWAY AND PORT AUTHORITY OF NASSAU COUNTY MUST FOLLOW LOCAL LAWS AND REGULATIONS IN ACCORDANCE WITH GRANT APPLICATION REQUIREMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on October 20, 2020, the City Commission directed the City Attorney to draft a resolution authorizing her to draft a letter to the Florida Department of Transportation (FDOT) notifying FDOT that OHPA must follow local laws and regulations in accordance with FDOT grant application requirements.

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

SECTION 1. The City Commission hereby authorizes the City Attorney to draft and send a letter to the Florida Department of Transportation (FDOT) notifying FDOT that OHPA must follow local laws and regulations in accordance with FDOT grant application requirements.

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

ADOPTED this 4th day of November, 2020.

CITY OF FERNANDINA BEACH

John A. Miller
Commissioner - Mayor

ATTEST:

APPROVED AS TO FORM & LEGALITY:



Caroline Best
City Clerk

Tammi E. Bach
City Attorney

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2020-164
Passero Work Order 20-95

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2020-164.

SYNOPSIS: The City's resiliency effort along the Amelia River waterfront began in last year. Phase 1 was the initial base study, stretching from approximately Rayonier Advanced Materials to the Port of Fernandina. Phase 2 was the preliminary design and permitting from Parking C and D to the boat ramp. Phase 3 was the stabilization review of Parking Lots A and B and structural review of Brett's.

Passero Associates, LLC has proposed support services related to Phase 4 of the Amelia Riverfront Resiliency Project which include final design, construction documents, and bidding for work associated with the Phase 2 effort (stabilization and living shoreline) of Parking Lots C and D).

FISCAL IMPACT: Funding for the Waterfront Park is included in the Capital Expansion Fund Parks and Recreation Improvements account, 3107200 56300, in FY 2020/2021.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2020-164.

Dale L. Martin, City Manager	10/27/2020
Pauline Testagrose, Comptroller	10/27/2020
Tammi E. Bach, City Attorney	10/27/2020

Date: October 13, 2020

Submitted By: Dale L. Martin, City Manager

COMMISSION ACTION: Adopt

RESOLUTION 2020-164

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING WORK ORDER 20-95 WITH PASSERO ASSOCIATES, LLC TO PROVIDE FINAL DESIGN, CONSTRUCTION DOCUMENTS AND BIDDING FOR RESILIENCY AND STABILIZATION OF THE AMELIA RIVERFRONT; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City Commission approved Resolution 2020-63 on May 5, which accepted Passero Associates, LLC's proposed design and environmental permitting support services related to the Amelia Riverfront resiliency, stabilization and living shoreline from the southeast corner of Parking Lot D to Ash Street/boat ramp under Work Order 20-92; and

WHEREAS, Passero Associates, LLC, has proposed support services related to Phase 4 of the Amelia Riverfront Resiliency Project which include final design, construction documents, and bidding; and

WHEREAS, the City Commission has made the Amelia Riverfront resiliency, stabilization and living shoreline a priority incorporating this into the Waterfront Park Project. The funding for this is located in the Capital Expansion Parks and Recreation Improvements account, 3107200 56300.

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

SECTION 1. The City Commission hereby approves Work Order 20-95 with Passero Associates, LLC, attached hereto as Exhibit "A", in the amount of \$88,190.00 to provide final design, construction documents, and bidding related to the Amelia Riverfront resiliency, stabilization and living shoreline from southeast corner of Parking Lot D to Ash Street/boat ramp.

SECTION 2. The City Manager and City Clerk are hereby authorized to execute Work Order 20-95 upon review of the City Attorney.

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

ADOPTED this 4th day of November, 2020.

CITY OF FERNANDINA BEACH

John A. Miller
Commissioner – Mayor

ATTEST:

APPROVED AS TO FORM & LEGALITY:



Caroline Best
City Clerk

Tammi E. Bach
City Attorney

City of Fernandina Beach



City of Fernandina Beach

Amelia Riverfront Resiliency – Engineering / Feasibility Study (Phase 4)

(Final Design, Construction Documents and Bidding for Resiliency
and Stabilization of Amelia Riverfront from Southeast Corner of
Parking Lot D to Boat Launch Ramp)

By
Passero Associates, LLC
(Passero Project No. 99000047.095)

Work Order 20-95

Work Order 20-95 (Amelia Riverfront Resiliency – Engineering / Feasibility Study – Phase 4)

(Final Design, Construction Documents and Bidding for Resiliency and Stabilization of Amelia Riverfront from Southeast Corner of Parking Lot D to Boat Launch Ramp)

City of Fernandina Beach (Front Street), Fernandina Beach, Florida

Passero Associates, LLC (PA or Consultant) agrees to perform the following services, in accordance with the terms and conditions of this Work Order and the Master Consulting Services Agreement with the City of Fernandina Beach (Client or City), dated February 19, 2019, of which all terms and conditions are incorporated herein by reference:

Project Location: City of Fernandina Beach, Amelia Riverfront (Front Street), Fernandina Beach, FL

Project Description: Provide Professional Design Services for resiliency, stabilization and living shoreline along the Amelia Riverfront for the project area beginning at the southeast corner of parking lot D and terminating at the Boat Launch Ramp (Segment 2). See attached project sketch. Note: Bidding Documents shall provide the ability to consider multiple options to award portions of the work.

Client Manager / Project Coordinator: Dale Martin, City Manager

PA Program Manager: Andrew Holesko, CM, Vice President

PA Project Manager: Christopher Nardone, AIA, Senior Project Architect.

Scope of Basic Services: Provide Final Design, Construction Documents and Bidding Services for Amelia Riverfront resiliency, stabilization and living shoreline from Southeast Corner of Parking Lot D to Boat Launch Ramp. See Attachment A – Scope of Work (Basic Services).

Scope of Special Services: Geophysical Investigations. See Attachment A – Scope of Work (Special Services)

Total Project Fee (Not-to-Exceed):\$88,190.00

Basic Services \$84,590.00

Special Services..... \$3,600.00

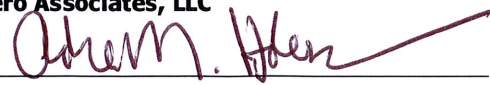
Schedule and Meetings: Start work immediately upon authorization of this work order. (See Attachment A – Scope of Work)

Deliverables:

1. Final Design and Construction/Bidding Documents.
2. Bidding Services.
3. Project meetings and presentations, as requested by the City.

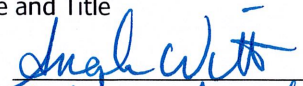
"Consultant"

Passero Associates, LLC

BY: 

Andrew Holesko, Vice President

Typed Name and Title

ATTEST BY: 

Angela Witt / grants admin

Name, Title

Date

10/27/2020

"Client"

City of Fernandina Beach

BY: _____

Dale L. Martin, City Manager

Typed Name and Title

ATTEST BY: _____

Name, Title

Date

Attachment A – Scope of Work

Work Order 20-95 (Amelia Riverfront Resiliency – Engineering / Feasibility Study – Phase 4)

(Final Design, Construction Documents and Bidding for Resiliency and Stabilization of Amelia Riverfront from Southeast Corner of Parking Lot D to Boat Launch Ramp)

City of Fernandina Beach (Front Street), Fernandina Beach, Florida

I. Project Description

Provide Professional Design Services for resiliency, stabilization and living shoreline along the Amelia Riverfront for the project area beginning at the southeast corner of parking lot D and terminating at the Boat Launch Ramp (Segment 2). See attached project sketch.

II. Basic Services

Passero Associates, LLC (Consultant) will provide the following basic services to assist the City of Fernandina Beach (City) with the Engineering / Feasibility Study (Phase 4) of the Amelia Riverfront Resiliency:

A. Design Phase (Bulkhead, Retaining Wall, Berm and Living Shoreline Stabilization):

- a. Concept / Schematic Design: Completed in April of 2020.
- b. Design Development Documents (30-60% design completion): Completed in September of 2020.
- c. Construction Documents (60-90-100%):
Passero will provide Construction Documents based on Design Development Documents approved by the Client. The Construction Documents shall set forth, in detail, the requirements for construction of the Project and generally include:
 - Site and detailed plans.
 - Sections.
 - Typical construction details.
 - Phasing, staging and safety area plans.

During the development of the Construction Documents, Passero shall also assist the Client in the development and preparation of:

- Bidding Documents that provide the ability to consider multiple options to award portions of the work. The following are the anticipated bid items (Maximum of 4):
 - Living Shoreline Enhancements, and/or
 - Retaining Wall, and/or
 - Berm or I-Wall, including boardwalk, and/or
 - Bulkhead, including boardwalk.
 - Specifications that establish, in detail, the quality levels of materials and systems required for the Project.
 - Response to comments from Code Officials during approval processes
- d. MEP Design Services: Not applicable or included.

e. Structural Design Services:

- Construction Document Phase:
 - Provide structural general notes and material specifications on drawings and in project manual.
 - Provide final retaining and bulkhead design requirements, including sizing and reinforcing.
 - Statement and Schedule of Special Inspections to be provided on Drawings in Accordance with Local Building Code Requirements.

B. Bidding Phase:

- Bidding assistance including answering RFI questions and issuing clarifications, as required.
- One (1) pre-bid walk-thru with potential bidders.
- Preparation and distribution of bid addenda, as needed.
- Preparation of Bid Results.

C. Permitting Support:

- Passero shall coordinate with Environmental Resource Solutions through permitting process detailed below. (continuation of permitting process started in previous phase)
 - Site Development Review with City of Fernandina Beach, Technical Review Committee (TRC), if required.
 - Standard General Environmental Resource Stormwater Permit by St. Johns River Water Management District, if required.
 - Environmental Resource Permit (ERP) issued by Florida Department of Environmental Protection (FDEP), pursuant to 62-330 Florida Administrative Code.
 - Standard Permit issued by U.S. Army Corps of Engineers (USACE), pursuant to Section 404 of the Clean Water Act and Section 10 of the River and Harbors Act.
 - Authorization from Sovereign Submerged Lands (SSL) and FDEP.
 - Coordinate and respond to comments by:
 - National Marine Fisheries Service (NMFS),
 - U.S. Fish and Wildlife Service (FWS),
 - Florida Fish and Wildlife Conservation Commission (FWC),
 - Florida Division of Historical Resources (DHR), and
 - Seminole Tribe of Florida (ST), if required.

D. Construction Administration:

- Future Phase, not included in this authorization.

III. Special Services

Special services associates with this project may include:

1. Geophysical Investigation (GeoView) – See subconsultant proposal, attached.

No additional special services are included; however, if during the project additional special services are identified, such services shall be performed by the Consultant for additional compensation and only as requested and agreed to by the Consultant and City, and approved, in writing, by the City.

IV. Schedule

After receiving the Notice-To-Proceed (NTP) from the City of Fernandina Beach, the Consultant will immediately be available to work on the project. The proposed schedule of completion for this work is 3-4 months from the date of authorization, with project meetings scheduled with City, as needed.

V. Fee Summary

Passero Associates (PA) will complete Phase 4 of the Amelia Riverfront Resiliency – Engineering / Feasibility Study for the area starting at southeast corner of parking lot D to Boat Launch Ramp, along Front Street, Fernandina Beach, Florida for a Not-To-Exceed fee of \$88,190 (eighty eight thousand one hundred ninety dollars and zero cents), unless there is a change in scope, complexity, character or duration of the work to be performed by the Consultant.

VI. Other Considerations and Exclusions

1. Below we have listed services that are excluded from those provided in our Professional Services. If during the review process, any of these additional services are required, we will work with you to identify the associated costs.
 - Any item not explicitly outlined herein.
 - Environmental Testing and Auditing.
 - Deconstructive Investigation.
 - Delegated design services (steel connections, proprietary systems, etc...).
 - Special Inspections and Construction Testing. Special Inspections Services provided includes only the preparation of the initial statement of Special Inspections and Construction Testing that the project might be required to undertake.
 - CAD Files and Completed Drawings, unless otherwise included.
 - Post-Construction Record Documents, unless otherwise included.
 - Payment of Any Utility Fees, County Health Department Fees, permit fees and/or any Other Utility Company Fees Related to Work Designed, Service Upgrades, and Reports.
2. The City is responsible for providing complete and thorough data in a timely fashion as requested by the Consultant, including all necessary data from City archives. The Consultant is not responsible for data that is not provided for in the course of this Agreement.

End of Scope of Services

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2020-165
Oasis Marina Management Agreement

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2020-165.

SYNOPSIS: The City advertised Request for Proposal (RFP) #2020-02 for Managing and/or Leasing Marina Facilities. Five proposals (Coastal Marina Management, F3 Marina, Mobias Marina Management, Oasis Marinas, and Safe Harbor Marinas) were received on April 30, 2020. Stantec Consulting Services, Inc. was contracted to provide a Financial Review of Marina Management Proposals by evaluating and ranking the proposals, subsequently ranking Oasis Marinas in the best financial interests of the City. An Evaluation Committee reviewed and ranked the five proposals received and presented its findings to the Marina Advisory Board on August 24, 2020. The Marina Advisory Board, on June 22, 2020, and again on August 24, 2020, reiterated previous support for Westrec Marina Management, recommending that Westrec Marina Management be afforded the opportunity to operate for one full year with a fully functional facility (including fueling operations).

The City Commission approved the Evaluation Committee ranking on September 1, 2020 via amended Resolution 2020-98 finding that Oasis Marina, LLC and F3 Marina were the #1 and #2 ranked marina management companies, respectively, and the Commission directed the City Attorney and City Manager to negotiate a contract with Oasis Marina, LLC for consideration by the City Commission and for the City Manager to provide a 90-day termination notice to Westrec Marina Management, Inc. to terminate the current management contract effective November 30, 2020.

This Resolution approves the 5-year Marina Management Agreement and Lease for the Dockhouse (retail store) with Oasis Marina, LLC.

FISCAL IMPACT: The Oasis contract does not require any changes to the Marina FY20/21 Budget.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2020-165.

Tammi E. Bach, City Attorney	10/23/2020
Dale L. Martin, City Manager	10/23/2020
Pauline Testagrose, Comptroller	10/26/2020
Tammi E. Bach, City Attorney	10/27/2020

A handwritten signature in blue ink that reads "Katie A. Newton".

Date: October 02, 2020

Submitted By: Katie Newton, Legal Assistant

COMMISSION ACTION: Adopt

RESOLUTION 2020-165

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA ACCEPTING AND APPROVING A MANAGEMENT AGREEMENT AND A LEASE AGREEMENT WITH OASIS MARINA, LLC.; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

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

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

WHEREAS, the City Commission approved the Evaluation Committee ranking on September 1, 2020 via amended Resolution 2020-98 finding that Oasis Marina, LLC and F3 Marina were the #1 and #2 ranked marina management companies, respectively, and the Commission directed the City Attorney and City Manager to negotiate a contract with Oasis Marina, LLC for consideration by the City Commission and for the City Manager to provide a 90-day termination notice to Westrec Marina Management, Inc. to terminate the current management contract effective November 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 accepts and approves the Marina Service Management Agreement, attached hereto as Exhibit "A", and the Lease Agreement, attached hereto as Exhibit "B", with Oasis Marina, LLC to manage the City Marina and lease the dockhouse located at one North Front Street with an effective date for both agreements of December 1, 2020.

SECTION 2. The City Manager and City Clerk are authorized to execute both agreements on behalf of the City upon approval by the City Attorney.

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

ADOPTED this 4th day of November, 2020.

ATTEST:

CITY OF FERNANDINA BEACH

Caroline Best
City Clerk

John A. Miller
Commissioner-Mayor

APPROVED AS TO FORM AND LEGALITY:

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

Tammi E. Bach
City Attorney

MARINA SERVICE MANAGEMENT AGREEMENT

THIS MARINA SERVICE MANAGEMENT AGREEMENT (“Agreement”) is effective on or about December 1, 2020 (the “Effective Date”) and is by and between Oasis Marina, LLC, a Maryland limited liability company (“Oasis Marina”), with offices located at 125 West Street Suite 201 Annapolis, MD 21401 and City of Fernandina Beach, a Florida municipal corporation (“City”), with offices located at 204 Ash Street Fernandina Beach, Florida 32034. City and Oasis Marina are collectively known as the “Parties” or singularly as a “Party”.

RECITAL

WHEREAS, City owns the property described on Exhibit B (the “Marina” or the “Property”);

WHEREAS, Oasis Marina is in the business of providing professional marina and hospitality managed labor services;

WHEREAS, the City desires to engage Oasis Marina to provide such professional marina and hospitality managed labor services as are described in greater detail on Exhibit A (the “Services”) at the Property; and

WHEREAS, Oasis Marina is willing to provide the Services at the Property and City is willing to accept and pay for the Services, subject to the terms and conditions set forth in this Agreement, Exhibit A, City RFP # 2020-02 and Oasis Marina’s proposal in response to RFP # 2020-02;

NOW, THEREFORE, in consideration of the promises set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto mutually agree and covenant as follows:

1. **Documents Comprising Contract:** The contract includes this Agreement, the Exhibits “A” and “B”, as well as the following documents which are incorporated herein by reference:
 - a. The City of Fernandina Beach Request for Proposal “RFP” (RFP #2020-02), its Exhibits and Attachments issued on March 10, 2020, and all of its addenda;
 - b. Oasis’s proposal, including its Certificate of Insurance as required by the RFP and other required documents;

- c. Exhibits:
 - i. Marina (Tax Free) Debt Service schedule
 - ii. Marina (Taxable) Debt Service schedule
 - iii. Marina Operating Area
 - iv. Submerged Land Lease
- d. Attachments:
 - i. Current leases in Marina Operations Area
 - 1. Centre Street Restaurant Group
 - 2. Atlantic Seafood
 - 3. Amelia Island Charter Fishing Boar Association (month-to-month)
 - 4. Amelia Island Cruises
 - ii. Florida Inland Navigation District (FIND)
 - iii. Boating Infrastructure Grant Program (BIGP)
 - iv. Applicable City policies
 - 1. Purchasing Policies and Procedures
 - 2. Budget Policy
 - 3. City Sign Code
 - 4. Mooring Field Grant
 - 5. City Human Relations Ordinance
 - v. City 2020-21 Pro Forma Marina Budget

If there is a conflict between the terms of this Agreement and the above-referenced documents then the conflict will be resolved as follows: the terms of this Agreement will supersede over other documents, and the terms of the remaining documents will be given preference in their above-listed order.

- 2. **Appointment:** City grants Oasis Marina the exclusive right to provide the Services at the Property; provided, however, that City shall have the right in its sole discretion to provide or permit others to provide additional services to serve the improvements in the Property. Oasis Marina shall provide the Services during the Term of this Agreement as defined below in accordance with the policies, standards and procedures established by and in accordance with the terms and conditions hereinafter set forth.
- 3. **Term:** The term of this Agreement (“Term”) commences on its Effective Date and continues through the date that is five (5) years from the Effective Date, unless it is sooner terminated pursuant to Section 4 below or extended pursuant to this Section 3. Notwithstanding anything to the contrary herein contained, this Agreement will continue upon the expiration of the Term from year to year unless either Party gives written notice to the other at least one hundred and twenty (120) days prior to the end of the then existing Term that it elects not to continue the Agreement beyond the then existing Term. For

purposes of this Agreement, the term “Term” includes not only the original Term but each and every extended one-year term identified in this Section 3.

4. **Termination for Cause:** The Agreement will remain in full force and effect until the expiration of the Term unless it is terminated as a result of the default of a Party as described in the next paragraph. In the event of a termination of the Agreement or upon the expiration of the Term, Oasis Marina agrees to take any and all actions requested by the City in order to facilitate an orderly termination of the management of the Property to a successor operator.

Either Party may terminate this Agreement in the event of a default by the other Party. In the event that either Party breaches this Agreement, the non-breaching Party may notify the breaching Party in writing of such breach with sufficient detail in explanation and demand that the breach be cured within thirty (30) days after such written notice. In the event the breach is not cured within such thirty (30) daytime period, the non-breaching Party may immediately terminate this Agreement with written notice to the breaching Party.

5. **Service Standards:** Oasis Marina will provide the Services to the Property in a first-class professional manner in accordance with customary industry standards for guests, patrons and visitors of the Property (collectively “Patrons”). Oasis Marina acknowledges that the operation of the Services on a first class professional basis customary within the industry is an essential element in the successful operation of the Property, and agrees that the Services will be performed in a manner which will enhance the operation of the Property.

In furtherance of the foregoing, Oasis Marina will manage, direct, supervise, promote and operate the Services at the Property and will perform all necessary and customary duties in connection therewith in conformity with good commercial practices that are customary within the industry. Oasis Marina will provide courteous, efficient, and prompt service to the Patrons. Without limiting the foregoing, Oasis Marina agrees to observe and comply with, and cause its employees to observe and comply with, all written rules and regulations adopted from time to time by the City with respect to the provision of the Services hereunder at the Property, provided they are communicated in advance to Oasis Marina.

- a. **Renting of Marina Slips and Space.** Oasis will use its reasonable discretion to establish the terms and conditions of occupancy of boat slips and linear space on the attenuators in the Marina; however, such rental period shall not exceed 200 days per rental agreement. Oasis will set the rates for the boat slip rentals and linear feet space rentals based on commercially fair and marketable rates, subject to approval by the City in the annual Budget. The form of rental agreement(s) will be reviewed and approved by the City Attorney of which will not be unreasonably withheld. The City has accepted and utilized grant funds from the Florida Inland Navigation District (FIND) to improve the Property. Florida Administrative Code Section 66B-2.004(4) requires that the user fees (slip rent, attenuator rent, mooring field rent) be the same for the general public of all of the FIND member counties. In other words, there can be no preferential rates or discounts for City or Nassau County residents that are not also extended to users from the District’s other 11 counties. In addition, Florida Administrative Code Section 66B-2.008(4) requires that

dockage rates be within market comparison of the dockage rates of other area marinas. Also, this rule requires that at least 10% of the slips or mooring areas shall be available for transient vessels. Florida Administrative Code Section 66B-2.003 defines “public marina” which must include the City’s Marina for grant purposes. In order to qualify for WAP assistance with FIND, the City’s Marina must be and remain a “public marina”, meaning that it must be open to the general public on a first-come, first-served basis without any qualifying requirements such as club membership, stock ownership, or differential in price. Oasis and City agree that the City Marina will be operated in accordance with Florida law so that the City Marina continues to qualify as a “public marina” for purposes of WAP assistance with FIND.

b. **Legal Actions.** Oasis will cause to be instituted, on behalf and in the name of the City, any and all legal actions or proceedings Oasis deems necessary or advisable to collect charges with the advice and consent of the City, rent or other income due to City with respect to the Marina or to oust or dispossess tenants or other persons unlawfully in possession under any lease, license, concession agreement or otherwise, and to collect damages for breach thereof or default thereunder by such tenant, licensee, concessionaire or occupant. The costs of all such legal actions or proceedings will be borne by City. Oasis will also assist the City in the defense of any and all actions and proceedings brought by tenants, suppliers, vendors and similar persons relating to the Marina and City will be responsible for satisfying and paying the costs of defending all such claims to the extent not covered by insurance. Oasis will provide notice to City of any and all actions or proceedings instituted by, on behalf of, or against the City.

6. **Assignment, Subcontracting, Corporation Acquisitions and/or Mergers:** Oasis performs the contract services. No assignment or subcontract is allowed without prior written consent of the City in the event of a corporate acquisition and/or merger. Oasis must provide a written notice to the City within thirty (30) calendar days of any intent to assign or subcontract. In the event of an assignment of the contract to a wholly owned subsidiary of Oasis, the City’s written consent will not be unreasonably withheld.
7. **Personnel and Staffing:** Employees of Oasis Marina will provide the Services at the Marina. Oasis Marina will recruit, employ, train, and properly supervise all employees necessary for the smooth and efficient operation of the Services pursuant to this Agreement and in a manner that is customary within the industry. All personnel employed by Oasis Marina at the Property will at all times and for all purposes be solely in the employment of Oasis Marina. All matters pertaining to the employment, supervision, compensation, and discharge of such employees are and will be the responsibility of Oasis Marina.

Oasis Marina will provide minimum staffing levels at the Property as mutually agreed upon by the Parties. Additional staff will be provided for marina events and similar events as necessary to provide for the fluctuations in business and the number of Patrons at the Property, as mutually agreed upon by the City and Oasis Marina prior to any such event. All employees of Oasis Marina, when on the premises of the Property, will conduct themselves in a manner consistent with the standards, quality and image of the Property. The City may for legitimate reasons require Oasis Marina to remove from employment at

the Property such employees of Oasis Marina as the City reasonably deems incompetent, careless or otherwise objectionable, or whose continued employment is contrary to the City's best interest provided, however, that no such request for removal violates or has the potential to violate any applicable federal, state or local law, rule, regulation or court decision.

Oasis must employ a qualified, full-time, on-site manager ("Marina Manager") having experience in the management of a marina of the type on the Property who must be available during normal business hours and be delegated sufficient authority to ensure competent performance and fulfillment of the responsibility of the Services and to accept serviceable notices provided for herein. The on-site Marina Manager must be part of Oasis Marina as full-time personnel, and the Marina Budget must include the costs of the on-site Marina Manager. The cost of Oasis personnel who supervise, or otherwise participate in the management, administration and operation of the Property, but also do other work for Oasis and/or other marinas managed by Oasis, will be covered by the Management Administration Fee paid by the City to Oasis. These persons include Oasis personnel responsible for: (i) the direct supervision of on-site personnel; (ii) training of on-site and supervisory managers; (iii) the coordination and supervision of routine repairs and maintenance at the Marina; (iv) supervision of the procedures relating to eviction of delinquent tenants and sale of delinquent tenants' property; (v) overseeing inventory and supplies of the type used by the Marina; (vi) marketing; (vii) administering the payroll for on-site employees, including the administration, withholding and payment of applicable compensation coverage on behalf of and for the account of City; and (viii) accounting and other services relating to the operation and administration of the Marina. City understands and acknowledges that some or all of such persons may be simultaneously engaged by and/or for the account of City and by and/or for other marinas managed by Oasis, some of whom may (i) be affiliates of Oasis and (ii) compete with City. Oasis will shall not be separately reimbursed for the time of its executive officers devoted to City's affairs or for the other overhead expenses of Oasis.

Oasis employees in contact with the public must perform their duties in an efficient and courteous manner. Oasis must insure all its personnel are courteous and cooperative and present a neat, clean and professional appearance at all times. Oasis must provide the City with the name and telephone number of a management person who will be on call at all times for emergencies or other matters related to the operations under this Agreement. The City will designate a single point of contact that will liaison on behalf of the city with Oasis Marina for all operational matters.

During the Term of this Agreement and for a period of one (1) year after the Agreement's termination for any reason whatsoever, City may not, hire, or attempt to hire in any capacity, any of Oasis Marina's employees, whether or not they worked at the Property during the Term of this Agreement, without the prior written consent of Oasis Marina. Oasis will assess a one-time retention fee to the City should Oasis and the City mutually agree the City can keep these positions post-Oasis Marina's tenure. Marina Manager or above, \$25,000 per person. Assistant Marina Manager and supervisors \$10,000 per person.

8. **Non-Discrimination:** Oasis Marina affirms that it is an equal opportunity employer and will comply with all applicable laws and regulations prohibiting employment discrimination in the performance of this Agreement, including without limitation the City of Fernandina Beach Human Relations Ordinance 2019-10.

Oasis does covenant and agree that:

- a. No person on the grounds of race, color, religion, national origin, sexual orientation, gender identity or expression, marital status, familial status, age, veteran status (except dishonorable discharge, bad conduct discharge and other than honorable discharge), residency within or without the City or disability can be excluded from participating in or be denied the benefits of or be otherwise subjected to discrimination in the use of the Marina except for bona fide cause allowed by law.
 - b. The construction of any improvements on over such land or in the furnishing of services thereon. Oasis must use the Property in compliance with all other requirements imposed by or pursuant to Title 45, Code of Federal Regulations, Article 80, non-discrimination under programs receiving federal assistance through the City of health, education and welfare-effectuation of Title VI of the Civil Rights Act of 1964 and as such regulations may be amended that in the event a breach of any of the above non-discrimination covenants, the City has the right to terminate the Agreement and this Agreement will be null and void. Oasis must not discriminate against City employees or applicants for employment in the performance of the contract with respect to hiring, tenure terms, conditions or privileges of employment because of age, sex, or physical handicap (except where based on a bona fide occupational qualification); or because of marital status, color, religion, national original or ancestry.
9. **Licenses and Permits:** Oasis Marina will comply with and observe all applicable federal, state and local laws and regulations. Oasis Marina will procure all licenses and permits required to provide the Services (the costs of which are referred to as "License Fees"), except for any applicable marina facility licenses which are the responsibility of City.
10. **Office and Miscellaneous:** The City will provide at the Property at no additional cost and expense to Oasis Marina: (i) administrative office space adequate in size to accommodate Oasis Marina's Marina Manager, one personal computer, and the short term storage of daily revenue reports, and other related business records; (ii) a house telephone with voice message capability for use by Oasis Marina's Marina Manager (to be paid by Oasis Marina and considered part of Operating Expenses); (iii) High speed internet access for Oasis Marina's personal computer either through the Marina's LAN or a direct phone line (to be paid by Oasis Marina and considered part of Operating Expenses); and a High Speed Internet line for Oasis Marina's systems (to be paid by Oasis Marina and considered part of Operating Expenses).

- 11. Programs and Name:** City will (i) cooperate with Oasis Marina in order to facilitate the scheduling of the Services; and (ii) name Oasis Marina in the Property's guest services directories when applicable.

Oasis Marina may not display or post any lettering, signs, or postings that fall outside of Oasis Marina's Brand Standard in or about the Property, nor may Oasis Marina modify any physical aspect of the Property in any way without the prior approval of the City. Oasis Marina may not use the name, trademark or trade style belonging to the Property or the City for any purpose whatsoever, except as necessary to perform the Services and Marketing under this Agreement and unless provided by written agreement between the Parties or otherwise authorized by the City.

The City agrees to allow Oasis Marina use of logos or other marks relating to the Property that Oasis Marina may use in promotional and advertising materials such as brochures, websites, newsletters, and signage (including electronic versions thereof) concerning Oasis Marina's Services being provided at the Property. The City may authorize use of the City seal or City logo by Oasis through approval of an ordinance of the City Commission.

City agrees the Property's website and other digital footprints will be imported into the Oasis Marina Brand Standards and wire frames.

- 12. Condition of the Marina:** Oasis will inspect the Property in its entirety and assume operations in an "as is" condition. Oasis Marina represents and warrants to City that thereafter and throughout the Term of this Agreement that it is exclusively responsible for cleaning and maintaining the Property and its affiliated areas by performing the tasks detailed in Section C (i) of Exhibit A. Notwithstanding anything to the contrary herein contained, City is solely responsible for ensuring that the Property is and will remain in compliance with all applicable federal, state and local laws, codes, rules and regulations in effect from time to time, including but not limited to the Americans With Disabilities Act and any and all building, health and environmental laws, codes rules and regulations. As provided in Exhibit A, costs incurred by Oasis Marina in complying with its obligations in this Section 12 are an Operating Expense, and the costs incurred by City in complying with its obligations in this Section 12 are an Operating Expense and a City-Paid Expense under this Agreement.

- 13. Security:** The provision of security services for the Property is not included in the Services, and is the sole responsibility of the City. At no time or under any circumstances will Oasis Marina's employees provide security services on behalf of the City. The foregoing responsibility of the City does not diminish or otherwise modify Oasis Marina's obligations hereunder, including, without limitation, Oasis Marina's obligation to provide the Services in accordance with Section 5 hereof. City acknowledges and agrees that Oasis Marina is not be responsible for providing security services, and agrees that, in the event that Oasis Marina is required to arrange for the provision of security services by a third party, any costs associated with such security services will be deemed an "Operating Expense" and a "City-Paid Expense" under this Agreement pursuant to the terms and conditions set forth in this Section 13; provided, however, that the City has the benefit of being an additional insured as described in Section 14 hereunder.

14. Insurance Coverage:

- a. Oasis Marina must purchase and maintain insurance in accordance with the provisions set forth in this Agreement. Such insurance will be in such form and substance necessary to reasonably and customarily protect Oasis Marina and City from the types of claims which may arise out of or result from Oasis Marina providing the Services. This insurance will be written for not less than the limits of liability specified or as required by law, whichever is the greater. Except for workers' compensation insurance, the City, and such other persons or firms as Oasis Marina and City specify in this Agreement or in a future addendum hereto, will be named as additional insured(s), as their interest may appear, entitling them to recover under such policies for any loss sustained by them, their agents, and employees.
- b. Oasis Marina will provide to the City certificates of insurance evidencing the existence of the insurance coverages and will, upon reasonable request of the City, provide copies of each policy of insurance at the cost and expense of Oasis Marina. Oasis Marina will not cancel or allow the policies detailed below to be otherwise terminated, without providing at least thirty (30) days prior written notice to the City. Oasis Marina will maintain the following insurance coverage without interruption from the date of the commencement of the Services and for the remainder of the Term of the Agreement:
 - i. Oasis Marina will insure Oasis Marina's personal property for its full value, including loss of use, and hereby releases the City from any and all liability for loss of or damage to such personal property, except where such loss or damage is caused by the willful misconduct or gross negligence of City or its employees or agents;
 - ii. Marine General Liability Coverage to include Personal Injury, Completed Operations, Products, Independent Contractor, and Contractual Liability. The liability limit must not be less than \$1,000,000 for each Occurrence or \$2,000,000 Aggregate.
 - iii. Marina Operators Legal Liability Coverage and Protection and Indemnity Coverage, \$1,000,000 combined limit.
 - iv. Worker's Compensation Insurance, including employer's liability, with limits of not less than \$1,000,000 per accident, \$1,000,000 per employee for disease and \$1,000,000 policy limit for disease and all other insurance required by law on all of its employees providing the Services.
 - v. Bumbershoot Excess Liability Coverage with limits of \$5,000,000 per Occurrence and Aggregate and Excess Liability with limits of \$5,000,000 per Occurrence and Aggregate, with such coverage to include Employers' Liability, General Liability and Automobile Liability, as underlying policies.

- vi. In the sole discretion of the City and for the purpose of obtaining more reasonably priced insurance, the City may ask Oasis, in any given year during the term of this Agreement and any renewal terms, to oversee the procurement of Commercial Property Insurance on real and personal property owned by the City and essential to the operation of the City Marina, including but not limited to piers, docks, bulkheads and breakwaters.
- c. City must carry worker's compensation insurance for City's own employees and Oasis Marina must carry worker's compensation insurance for Oasis Marina's own employees as set forth in Section 14 (b)(iv) above, in which event the Marina's share of the insurance premium payable in connection therewith must be an "Operating Expense" and an "City-Paid Expense" under this Agreement when applicable.
- d. Oasis Marina must collect and manage the Certificates of Insurance for annual and monthly boat slip contract holders, scheduled contractors performing service on the Property, and scheduled contractors performing service to an authorized boat moored at the Property. The Certificates of Insurance will be collected prior to annual or monthly slip rental agreements acceptance and before scheduled contractors begin performing work at the Property, or on property stored at the Property. All Certificates of Insurance must name Oasis Marina and the City as certificate holders: Oasis Marina, LLC., 125 West Street Suite 201 Annapolis, MD 21401.

15. Indemnification:

- a. **General Indemnification.** The parties recognize that Oasis is an independent contractor. Oasis agrees to indemnify, hold harmless, and defend the City, its commissioners, mayor, officers, attorneys, agents and employees 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 Oasis, its directors, officers, employees, agents, and representatives; provided however, Oasis has no obligation hereunder to indemnify, defend or hold harmless the City 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 the City. Oasis's liability hereunder will include all reasonable attorney's fees and costs incurred by the City in the enforcement of this indemnification provision in the event the City prevails in such enforcement action. In the event the City does not prevail in its enforcement of this indemnification provision, the City will reimburse Oasis for all reasonable attorney's fees and costs incurred by Oasis to defend such enforcement action. The obligations contained in this provision will not be limited

by the amount of any insurance required to be obtained or maintained under this Agreement.

The City agrees to indemnify, hold harmless, and defend the Oasis , its officers, directors, employees, and 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 will have no obligation hereunder to indemnify, defend or hold harmless Oasis 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 Oasis . The City's liability hereunder will include all reasonable attorney's fees and costs incurred by Oasis in the enforcement of this indemnification provision in the event the Oasis prevails in such enforcement action. In the event Oasis does not prevail in its enforcement of this indemnification provision, Oasis will reimburse the City for all reasonable attorney's fees and costs incurred by the City to defend such enforcement action. The obligations contained in this provision will not be limited by the amount of any insurance required to be obtained or maintained under this Agreement or other contract or written instrument between the parties.

Nothing contained in the foregoing indemnification will 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.

- b. **Environmental Indemnification.** Oasis is responsible only for the payment of that portion of any cleanup cost for compliance with hazardous materials laws that arise during the term of this Agreement as a result of a discharge of hazardous materials directly attributable to the negligence of a Oasis employee. The City is responsible for all other cleanup costs, including all costs associated with environmental compliance at the Marina, and the City is responsible for insuring that any other responsible party participate in the clean up to the extent of its responsibility for relief. Oasis must indemnify, defend, and hold harmless the City from and against all claims, liabilities, losses, damages, and costs, foreseen or unforeseen including without limitation counsel, engineering, or any other professional or expert fees, that the City may incur by reason of the negligence of Oasis employees during the term of this Agreement as set forth herein. This section survives the expiration or earlier termination of this Agreement for a period of one (1) year.

- 16. **Property Claims:** Oasis Marina will be the primary contact for marina related claims and complaints relating to the Services at the Property for which it is responsible. Oasis Marina understands that the City will, from time to time cause certain marina related claims and complaints received by the Property to be referred immediately to Oasis Marina for

consideration. All such marina related claims for damages received by Oasis Marina will be turned over to Oasis Marina's insurance carrier for consideration and handling per the applicable insurance policy. Nothing in this Section 16 will obligate either Party or its insurance carrier to pay a claim for which that Party or that Party's insurance carrier is not liable. In addition, nothing in this Section 16 will authorize a Party or its insurance carrier to settle a claim on behalf of the other Party. Nothing in this Section 16 will limit Section 13.

Oasis Marina understands that from time to time the City will settle a Patron's claim for damage which has not resulted from negligence or misconduct of Oasis Marina or Oasis Marina's employees in consideration of guest relations. The City is solely responsible for the costs associated with the settlement of such guest relations claims for which Oasis Marina is not legally liable. Accordingly, the Owner will process and pay such claims separately as a City-Paid Expense.

17. Repairs and Capital Improvements:

- a. **Repairs and Maintenance.** Oasis Marina will perform such maintenance or repairs at the Property, or cause such maintenance or repairs to be performed in accordance with Section C of Exhibit A, and as otherwise necessary for the effective performance of the Services. Such repairs and maintenance will be performed in accordance with the standards specified in this Agreement and in accordance with the City-approved operating budget. Oasis Marina will keep detailed records of all alterations, maintenance, repairs and other work performed at the Property. The cost of any alterations, maintenance or repairs are considered Operating Expenses.
- b. **Capital Improvements.** Oasis Marina must obtain written approval of City prior to incurring any expenses associated with capital improvements at any of the Property. The plans and specifications for any such capital improvements must be submitted to City for approval unless otherwise specified in writing by City. The cost of any approved expense related to capital improvements will not be considered Operating Expenses.
- c. **City's Ownership of Improvements.** Upon the expiration of this Agreement, for any reason, all existing and any future installed fixtures, equipment, improvements and appurtenances attached to or built into the Property in such a manner as to become part of the freehold whether or not by the expense of Oasis, will become and remain a part of and be surrendered with the Property. Any furniture, furnishings, equipment or other articles of moveable personal property owned by Oasis and located on the Property will be and remain the property of Oasis and may be removed by it at any time during the term of this Agreement so long as Oasis is not in default of any obligations under this Agreement and the same has not become part of the freehold and so long as such do not materially affect Oasis' ability to use such premises and conduct its business as provided herein.

18. Survival: Any provision of this Agreement, which by its context or nature is intended to survive the Term or any other termination of this Agreement with or without fault prior to the expiration of the Term will survive the expiration of the Term or any such other termination. Without limiting the generality of the foregoing, the provisions of this Agreement that the Parties hereto expressly agree and covenant to survive the expiration of the Term or the termination of this Agreement for any reason whatsoever, with or without fault by either Party, prior to the expiration of the Term will be (i) any and all obligations to provide an accounting from either Party to the other; (ii) any and all obligations to pay any and all sums of money that are due and owing as of the date thereof; and, (iii) any and all obligations by either Party to the other to defend, indemnify and hold harmless.

19. Notices: Any notice or communication required or permitted hereunder must be given in writing, sent by (i) personal delivery to the undersigned signatory Parties or expedited delivery service with proof of delivery (provided that such delivery is confirmed by the courier delivery service); (ii) depositing same in the United States mail by either certified or registered mail with postage prepaid and return receipt requested; or (iii) Email if confirmed by regular mail or expedited delivery service to the location set forth in Exhibit A to this Agreement.

If notice is tendered pursuant to the provisions of this Agreement and is refused by the intended recipient thereof, the notice will nevertheless be considered to have been given and be effective as of three (3) business days after it is sent. . The contrary notwithstanding, any notice given to a Party in a manner other than that provided in this Agreement, which is actually received by the Party, will be effective with respect to the Party on receipt of the notice.

20. Fiscal Non-Funding: In the event that sufficient budgeted funds are not available for any new fiscal period, the City will notify Oasis of such occurrence and this Agreement will terminate on the last day of the then current fiscal period without expense or penalty to the City.

21. Remedies; Mediation: Oasis and City agree that any controversy or claim arising out of or relating to this Agreement, or breach thereof, will first be subject to mediation by mutually agreed upon mediator before any lawsuit is filed. If mediation results in impasse. Each party has full remedies available under existing laws, including but not limited to, the Uniform Commercial Code, mediation, state courts of Nassau County, Florida and federal courts of Middle District of Florida.

22. Force Majeure: If either Party to this Agreement is unable to perform its obligations under this Agreement as a result of either (i) weather; (ii) acts of God; (iii) strikes or other labor disputes; (iv) acts of terrorism or civil disturbance; (v) vendor delays; (vi) pandemic, or (vii) any other event or condition that occurs which is beyond the Party's control that has a significant adverse economic impact on the Party's ability to perform, then such non-performance in each such instance is not be considered a breach of this Agreement.

- 23. Waiver:** No failure of any Party to exercise any power given hereunder or to insist upon strict compliance with any obligations specified herein, and no custom or practice at variance with the terms hereof, constitutes a waiver of any Party's right to demand strict compliance with the terms hereof; provided, however, that any Party may, at its sole option, waive any requirement, covenant or condition herein established for the benefit of such Party without affecting any of the other provisions of this Agreement. In addition to the foregoing and not in limitation thereof each Party agrees and covenants that the undertaking of any act or the failure to act in any given situation is not be deemed to create a binding obligation on the part of such Party under a subsequent and/or future identical situation to similarly act or fail to act where such act or failure to act is not contractually required of the Party pursuant to the terms and conditions set forth in this Agreement.
- 24. Governing Law/Venue:** This Agreement is governed by and construed and enforced in accordance with the laws of the State of Florida and federal laws, which include federal maritime law when applicable. Any action, suit, or proceeding arising out of, connected with, or pertaining to this Agreement will be submitted exclusively to the state or federal courts sitting in Florida, and City and Oasis Marina hereby consent to the jurisdiction of such courts and irrevocably waive any objection as to personal jurisdiction, venue, or inconvenient forum. For state court actions, the 4th Judicial Circuit Court in and for Nassau County, Florida is appropriate, and for federal actions, the U.S. District Court for the Middle District of Florida, Jacksonville Division is appropriate.
- 25. Governmental Action:** In the event the federal, state, or local government mandates, through legislative action or otherwise, additional taxes, insurances, employee benefits, minimum wage increases, licensing or permitting requirements, or any other significant change adding Operating Expense, which increases Oasis Marina's cost of providing the Services, the Parties will, in good faith, renegotiate the financial terms of this Agreement to address the increased costs of providing the Services. In the event the Parties are unable to mutually agree upon revised financial terms within twenty (20) days, Oasis Marina may terminate this Agreement, without penalty, by giving the City ten (10) days' prior written notice.
- 26. Construction, Renovation or Similar Activity:** In the event the Marina undergoes construction, renovation, or any other similar activity which significantly decreases Marina Revenue (as defined herein), the Parties will, in good faith, renegotiate the financial terms of this Agreement in order to address the reduction in Marina Revenue. The renegotiated financial terms will be effective as of the first day of construction, renovation, or similar activity. In the event the Parties are unable to mutually agree upon revised financial terms within twenty (20) days, Oasis Marina may terminate this Agreement, without penalty, by giving City ten (10) days' written notice.
- 27. Severability:** If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions remain in full force and effect to the extent that the remaining provisions are not impossible to perform or result in significant financial hardship for either of the parties. The court will modify any invalid provision to make it valid to the fullest extent permitted by law.

- 28. Relationship of the Parties:** Oasis Marina and the City expressly acknowledge and agree that this Agreement is not intended to create, nor does it create, any agency, partnership, employer/employee, joint venture or other relationship by and between Oasis Marina and the City. Neither Oasis Marina nor City will have or exercise any authority, express, implied or apparent, to act on behalf of or as an agent of the other Party for any purpose, and may not take any action which might tend to create an apparent employer/employee, joint venture, partnership, or agency relationship between Oasis Marina and the City. Oasis Marina and the City are, and will remain, unrelated and distinctly separate entities responsible for their separate obligations and liabilities. Oasis acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 located at 8 USC Section 1324 et seq. and regulations relating thereto as either may be amended from time to time. Failure to comply with the above provisions will be considered a material breach and will be grounds for immediate termination of the contract at the discretion of the City.
- 29. Entire Agreement, Exhibits and Amendments:** This Agreement and any exhibits, schedules or other attachments hereto (which are incorporated by reference herein and are part of this Agreement) contain the entire agreement of the Parties and supersede any and all other agreements, discussions or understandings concerning the Property listed in Exhibit B. This Agreement may only be modified by a written instrument signed by all of the Parties. Unless the context clearly requires otherwise: (i) all Article and Section references in any exhibit, schedule or other attachment hereto refer to the foregoing corresponding Articles and Sections of this Agreement, and (ii) all capitalized terms in any exhibit, schedule or other attachment hereto has the meanings ascribed to them in this Agreement. The Recitals are hereby included as substantive provisions of this Agreement.
- 30. Time is of the Essence:** Time is of the essence in every particular of this Agreement including without limitation the obligations for the payment of all monies due hereunder.
- 31. Counterparts:** This Agreement and any amendments thereto, if any, may be executed in any number of counterparts, each of which is deemed to be an original but all of which together constitute one and the same document. To facilitate execution of this Agreement and any amendments thereto, the Parties may execute and exchange by email copies of this Agreement and any amendments thereto and all such copies will be deemed to be originals.
- 32. Audit and Public Records:** City reserves the right to audit Oasis records relevant to this Agreement and pursuant to City policy. Furthermore, pursuant to Section 119.0701, Florida Statutes, Oasis must: (i) keep and maintain all public records as that term is defined in Chapter 119, Florida Statutes (“Public Records”), that ordinarily and necessarily would be required by the City in order to perform the work contemplated by this Agreement; (ii) provide the public with access to Public Records, on the same terms and conditions that the City would provide the records and at a cost that does not exceed the costs provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (iii) ensure that Public Records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; (iv) meet all requirements for

retaining Public Records and transfer, at no cost to the City, all public records in possession of Oasis within thirty (30) days after termination of this Agreement, however terminated, and destroy any duplicate Public Records that are exempt or confidential and exempt from public records disclosure requirements and provide the City with a letter confirming that this has been done within thirty (30) days of the termination of this Agreement. All Public Records stored electronically must be provided to the City in a format that is compatible with the information technology of the City. If Oasis does not comply with a public records request, the City may pursue any and all remedies available in law or equity, including but not limited to specific performance.

33. **Sales Tax:** Oasis shall pay the prevailing State of Florida sales and use tax for any amounts payable under this Agreement. Sales tax is not considered an Operating Expense under this Agreement since the City is tax exempt.
34. **Attorneys' Fees:** If it is necessary for either party hereto to engage attorneys to institute legal action for the purpose of enforcing its rights hereunder or for the purpose of defending legal action brought by the other party hereto, the party or parties prevailing in such litigation is entitled to receive all costs, expenses and fees (including reasonable attorneys' fees) incurred by it in such litigation (including appeals).
35. **Other Marinas:** City acknowledges that Oasis is in the business of managing marinas both for its own account and for others. It is hereby expressly agreed that Oasis and its affiliates may continue to engage in such activities, may manage facilities other than those presently managed by it so long as the facilities are not in direct or indirect competition with City. Oasis agrees not to manage or lease any other facility within five (5) nautical miles of the City's marina without the express written consent of the City Manager and City Attorney.
36. **Tax-Exempt Bonds.** In the event that the City loses its tax-exempt status on the existing municipal improvements due to the terms of this Agreement, either Party may terminate this Agreement upon providing 30 days prior written notice.
37. **Collections.** Oasis must analyze and direct the collection and billing of all accounts receivable due to the City with respect to the Marina and must be responsible for establishing policies and procedures to minimize the amount of bad debts.
38. **Shared Expenses.** The parties acknowledge that certain economies may be achieved with respect to certain expenses to be incurred on behalf of City hereunder if materials, supplies, insurance or services are purchased by Oasis in quantity for use not only in connection with the Marina but in connection with other marinas managed by Oasis or its affiliates. Oasis may, with the advice and consent of the City, purchase such materials, supplies, insurance or services in its own name and charge City a pro rata share of the cost; provided, however, that the pro rata cost of such purchase to City must not result in expenses greater than would otherwise be incurred at competitive prices and on terms available in the area where the Marina is located or the service is rendered; and, provided further, Oasis must provide a copy of the financial records to the City upon request and must make records available

to the City at Oasis' corporate headquarters office at all reasonable times after reasonable notice to Oasis so City may review any such expenses incurred.

39. Reporting Requirements. Oasis must submit a monthly written report to the City Manager including but not limited to:

- a. Occupancy (both numbers and dollars), historical comparison;
- b. Fuel sales (both numbers and dollars), historical comparison;
- c. Marketing and promotions;
- d. Non-routine expenses;
- e. Capital improvements status report;
- f. Insurance claims;
- g. Litigation; and
- h. Safety and environmental incidents.

41. Current Marina Debt. Both parties recognize that the City's facilities have been financed with proceeds of bonds, the interest of which is excludable from gross income for federal income tax purposes, and that, therefore, this Agreement may constitute a "management contract" as defined in Treasury Regulation §1.141-3(b)(4)(ii). The City intends that this Agreement comply with the management contract safe harbor guidelines set forth in Rev. Proc. 2017-13, I.R.B. 2017-6, as amended and superseded (the "Guidelines"). In furtherance of the foregoing, the City and Oasis agree as follows:

- a. **Current Bonds.** The City previously issued tax-exempt debt in the amount of \$6.4 million to finance various improvements to the Marina. The debt service schedules are attached to this Agreement as Exhibit 1.
- b. **Conversion of Tax-Exempt Debt to Taxable Debt for "Private Activity" Use.** The City has outstanding indebtedness relating to marina improvements as set forth in Exhibit 2. Notes were issued in 2016, 2018 and 2019 to banks bearing interest at tax-exempt rates because under federal income tax law, the City qualified for the tax exemption as the owner and operator of the Marina.
- c. Oasis agrees to cooperate with the City to maintain this tax exemption, thus avoiding estimated maximum present value of the additional interest cost to the City of \$1,082,745.60. The City must provide notice to Oasis, and an opportunity to cooperate with the City, as to the measures that may be necessary to protect the tax-exempt status of the debt financing.
- d. It is the intent and reasonable belief of Oasis and City that the payments to Oasis under this Agreement constitute reasonable compensation for the services provided, and are consistent with industry standards.
- e. Payments to Oasis under this Agreement are not intended to be, and shall not be interpreted or applied as, permitting Oasis to share in the net profits from operation and leasing of the Marina. No element of the compensation shall take into account or be contingent upon either the Marina's net profits or both the Marina's revenues

and expenses for any fiscal period.

- f. Payments to Oasis under this Agreement are not intended to be, and shall not be interpreted or applied as, imposing upon Oasis the burden of bearing any share of net losses from operation of the Marina. The determination of the amount of the compensation, including expense reimbursement, does not take into account the Marina's net losses or both the revenues and expenses for any fiscal period, and the timing of payment of compensation is not contingent upon the Marina's net losses.
- g. In no event shall the term of this Agreement, including renewal options, extend beyond the lesser of 30 years or 80 percent of the weighted average reasonably expected economic life of the Marina, as defined in Rev. Proc. 2017-13. Any material modification of this Agreement will be retested under this provision as of the date of such material modification.
- h. The City retains ultimate control over the use of the Marina, including approval of the Annual Budget of the Marina, capital expenditures with respect to the Facilities, each disposition of property that is part of the Marina, rates charged for the use of the Marina, and the general nature and type of use of the property (such as the type of services).
- i. Oasis shall not bear the risk of loss upon damage or destruction of the Marina, provided the loss occurs through no fault of Oasis.
- j. Oasis is not entitled to and shall not take any position that is inconsistent with being a service provider with respect to the Marina. For example, Oasis shall not take any depreciation or amortization, investment tax credit, or deduction for any payment as rent with respect to the Marina.
- k. City and Oasis agree to ensure that throughout the term of this Agreement: (i) no more than 20 percent of the voting power of the governing body of City is vested in the directors, officers, shareholders, partners, members and employees of Oasis, in the aggregate; (ii) the governing body of City does not include the chief executive officer (or a person with equivalent management responsibilities) of Oasis or the chairperson (or equivalent executive) of Oasis's governing body; and (iii) the chief executive officer of Oasis is not the chief executive officer of City or any of City's related parties (within the meaning of Section 1.150-1(b) of the Treasury Regulations).
- l. Oasis and City agree to make a good-faith effort to amend this Agreement, to the extent necessary, to ensure compliance with the Guidelines.

42. Festivals and Special Events. The City hosts a number of festivals and special events: primarily, the Shrimp Festival on the first weekend in May, the Kingfish fishing tournament in June, July 4th fireworks show and News Years' Eve Shrimp Drop and fireworks show. Frequently these events draw boaters and fill marina slips. Some festivals

and special events might have some impact on the Marina operations, and Oasis will cooperate with the City and designated festival committees in planning activities to support the Marina.

43. Mechanic's Liens. Oasis will not permit any mechanic's lien or liens to be placed on the Property or on improvements to it. If a mechanic's lien is filed on the Property or on improvements on it, Oasis will promptly pay it. If default in payment of the lien continues for ten (10) days after the City's written notice to Oasis, the City may, at its option, pay the lien or any, portion of it without inquiring into its validity. Any amounts the City pays to remove a mechanics lien caused by Oasis to be filed against the Property or against improvements on the Property, including expenses and interest, are due from Oasis to the City and must be repaid to the City immediately upon rendition of notice together with interest of ten percent (10%) annually until fully paid. The City's interest in the Property is not subject to mechanic's liens for improvements made, or contracted for, by Oasis. Oasis must give written notification to all contractors making any improvements on the Property of the provisions of this Agreement.

44. Signage. Oasis must abide by the City's Sign Code, Ch. 5 of the City's Land Development Code. Any changes to exterior signage must meet applicable codes, ordinances, and HDC and CRA district guidelines.

45. Condemnation.

- a. **Total Condemnation.** If during the term of this Agreement or any extension or renewal of this Agreement, all of the MOA is taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or are sold to the condemning authority under threat of condemnation, this Agreement will terminate, and the payments will be abated during the unexpired portion of this Agreement effective as of the date the condemning authority takes the said Area.
- b. **Partial Condemnation.** If less than all, but more than ten percent (10%) of the MOA is taken for any public or quasi-public use under any governmental law, ordinance, or regulation or by the right of eminent domain, or is sold to the condemning authority under threat of condemnation, either party may terminate the Agreement by giving written notice to the other party within sixty (60) days. If the said area is partly condemned and neither party elects to terminate this Agreement or if less than ten percent (10%) of the said area is condemned, this Agreement will not terminate, but the payments to be made will be adjusted equitably during the unexpired portion of this Agreement.
- c. **Condemnation Award.** The City will receive the entire award from any condemnation, and Oasis will have no claim to that award or for the value of any unexpired term of this Agreement.

46. Hurricane Preparedness. Oasis must follow the City's emergency operations plans and any hurricane evacuation plans.

- 47. Rights Reserved to the City.** All rights not specifically granted to Oasis by this Agreement are reserved to the City, and the designation of any particular remedy for the City without prejudice to any other relief available in law or equity and all such relief is reserved to the City.
- 48. Lien.** The City will have a lien upon all personal property of Oasis to secure the payment to the City of any unpaid money accruing to the City under the terms of this Agreement.
- 49. Submerged Land Lease.** A submerged land lease between the City and the State of Florida is attached hereto as **Exhibit 5**. Oasis agrees to operate the Property in such a fashion as to not violate such submerged land lease.
- 50. Compliance with City's Internal Control Processes.** Oasis agrees to comply with the City's procurement policies and procedures, budget policies and other policies which are attached hereto as **Attachment 4**.
- 51. City's Mooring Fields.** The City owns and maintains 20 Helix[®] system moorings located across from the Marina on the west side Atlantic intercoastal waterway as part of the Property. The City is currently operating this mooring field within the jurisdiction of the City which is coming into compliance with Florida's law. The City will continue to regulate this issue of mooring fields and may revise its ordinances as appropriate. In addition, the City retains the right to expand its mooring fields to additional areas and will notify Oasis of any action taken in this regard. The City's Mooring Fields are part of the Property and are subject to the management, maintenance, operating and insurance provisions as set forth herein.
- 52. Budget.** Oasis agrees, to the extent reasonable and feasible, to operate the Marina in accordance with the approved budget. Oasis must annually, beginning with the fiscal year 2020-2021, develop a proposed budget, in conjunction with the City's budget preparation process, which will be reviewed and approved by the City Manager and City Commission. The annual budget submittal must include, but not be limited to, all of the proposed revenue sources and expenditures for the Marina. The proposed revenue projection must include detailed written justification to support the proposed sources and projections. Oasis in proposing the annual expenditure budget must include, but not be limited to, the following:
- a. **Personnel Costs.** An organizational chart listing all of the full and part-time positions that Oasis is proposing, their positions with titles, number in each position, proposed pay ranges, and payroll taxes and benefits (PTEB) per Section F(ii) of Exhibit A.
 - b. **Marketing and Promotion Costs.** Oasis must provide a comprehensive marketing and promotion budget which will list the proposed specific expenditures to support the proposed plan.
 - c. **Proposed Capital Improvement and Repair Maintenance Plan.** Oasis must develop a proposed detailed Capital Improvement and Repair Maintenance Plan that

specifically describes each proposed expenditure, activity, justification or need for activity, and the estimated cost.

- d. **City's Operating Expense.** Oasis must provide a detailed list and projected cost for each expenditure.

IN WITNESS WHEREOF, each person executing this Agreement represents and warrants that such person is authorized to do so by the entity and/or Party on whose behalf such person is executing this Agreement for and which binds the entity and/or Party to the terms of this Agreement. The Parties hereto have executed this Agreement as of the Effective Date first above written.

CITY:

ATTEST:

CITY OF FERNANDINA BEACH, FLORIDA:

Caroline Best, City Clerk

By: _____
Mr. Dale L. Martin, City Manager
Date: _____

APPROVED AS TO FORM & LEGALITY:



Tammi E. Bach, City Attorney

OASIS MARINA:

ATTEST:

OASIS MARINA, LLC

By:

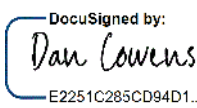
By: 
Daniel Cowens, CEO/Founder
Date: 10/23/2020

EXHIBIT A

EXHIBIT A to Marina Services Management Agreement effective on or about December 1, 2020 (“Effective Date”) by and between Oasis Marina, LLC, a Maryland limited liability company (“Oasis Marina”) and City of Fernandina Beach, LLC, a Florida company (“City”), with offices located at 204 Ash Street Fernandina Beach, Florida 32034.

THIS EXHIBIT IS ATTACHED TO AND IS AN IMPORTANT PART OF THE CAPTIONED MARINA SERVICES MANAGEMENT AGREEMENT. ANY CONFLICTS OR INCONSISTENCIES BETWEEN THE MARINA SERVICES MANAGEMENT AGREEMENT AND THIS EXHIBIT MUST BE CONSTRUED IN FAVOR OF THIS EXHIBIT A. CAPITALIZED TERMS USED BUT NOT DEFINED HEREIN MUST HAVE THE MEANING GIVEN TO THEM IN THE MARINA SERVICE MANAGEMENT AGREEMENT.

- A. Description of the Service Areas:** The City must provide for Oasis Marina’s use, space that is adequate in size and configuration, from which to carry out the Services.
- B. Property Areas and Slips:** Oasis Marina will manage and maintain, as applicable, the wet slips, mooring field, pump out boat/station, boat ramp, fuel dock and fuel operations, everything over water except the buildings, office, grounds, and areas within the Property, as applicable, further described on Exhibit B.
- C. Description of the Services:** For purposes of the Agreement, Oasis Marina will provide the Services described herein, in certain cases through Oasis Marina employees as further described herein.
- (i) Oasis Marina’s duties include those typically associated with the management operations of a public commercial marina, including without limitation, collection of revenues, general housekeeping, non-capital repairs, cleaning and sweeping of debris, trash removal, snow and ice removal, maintenance of light fixtures, maintenance of directional and informational signs and markings, maintenance of electrical, mechanical, fuel operations, fire suppression and marina equipment systems, payment of all applicable sales Taxes assessed on marina and Revenue and License Fees in a timely manner (subject to E(iv)), and purchase of supplies and equipment for use on the Property, but specifically excluding capital expenditures.
 - (ii) Oasis Marina will not be responsible for capital expenditures or structural repairs or improvements, unless the need for such repairs was caused by the negligence of Oasis Marina or Oasis Marina’s failure to maintain the Property as described above, in which event Oasis Marina will promptly make such repairs at Oasis Marina’s sole cost and expense. In the event Oasis Marina becomes aware of any condition indicating a need for structural maintenance or repairs of a preventative nature, Oasis Marina will promptly notify City in writing or by e-mail.

- (iii) Oasis Marina may not make any alterations, modifications or repairs to a Property without first obtaining the written approval of the City, which approval will not be unreasonably withheld by City.
- (iv) Oasis Marina will be responsible for procuring any equipment that accepts payment transactions (e.g., POS hand-held terminals, etc.).
- (v) Oasis Marina covenants that all of its employees will provide professional hospitality in an attentive, friendly and efficient manner at all times to all Patrons.
- (vi) The Services to be provided include:
 - a. *Daily Operations*: Oasis Marina will be responsible for customer service and daily operations that are customary in the marina industry.
 - b. *Cleaning & Maintenance*: Oasis Marina will be responsible for management routine maintenance of the Properties as described in C (i), above. Oasis may be utilized for additional cleaning, repairs and maintenance matters.
 - c. *Claims Processing & Resolution*: Oasis Marina will process, resolve and settle all marina-related claims within Oasis Marina's deductible. All claims in excess of the deductible will be processed by Oasis Marina's insurance carrier.
 - d. *Signs*: Oasis Marina will provide signs that promote the Services and clearly display any applicable rates to the Patrons.
 - e. *Security or Shuttle Driver Services*: Oasis Marina's scope of service does not include security or shuttle driver services. At no time or under any circumstances will Oasis Marina provide security services, or operate shuttle or commercial vehicles on behalf of the City or Property.
 - f. *Payment Card Industry (PCI) Security Standards Compliance Obligations*: Oasis Marina will be responsible for ensuring its internet based payment system is and remains compliant with applicable PCI Security Standards related to Payment Card Industry-Data Security Standards ("PCI-DSS") throughout the Term of this Agreement, including any costs or maintenance obligations associated therewith. In the event there are changes to PCI Security Standards, including PCI-DSS during the Term of this Agreement which have a significant financial or operational impact on Oasis Marina's aforesaid PCI Security Standards related to PCI-DSS obligations, the Parties will renegotiate the financial terms of this Agreement. In the event the Parties are unable to mutually agree upon revised financial terms within twenty (20) days, Either party will be able to terminate the Agreement, without penalty, upon ten (10) days' written notice. All of Oasis Marina's PCI Security Standards obligations will immediately terminate upon expiration or termination of this Agreement.

- g. *Payment Collection Equipment:* Notwithstanding Oasis Marina's Property Management System (PMS) equipment maintenance obligations hereunder, Oasis Marina's will procure payment collection marina equipment on behalf of the City. The City is jointly responsible for ensuring that any payment collection marina equipment and associated data collection and transmission network systems, is and remains compliant with any applicable PCI Security Standards, including PCI-DSS and Payment Applications-Data Security Standards ("PA-DSS") throughout the Term of this Agreement, including any costs and maintenance obligations therewith. Further, in the event that associated or tangential marina equipment becomes obsolete due to changes in PCI Security Standards, the costs associated with replacing or upgrading said equipment is the sole responsibility of the City. All costs associated with the City's PCI Security Standards obligations will be a City-Paid Expense.
- h. *Modification of Scope of Services:* At any time during the Term of this Agreement, the Parties may, by mutual written agreement, modify the scope of the Services. If such modification causes an increase or decrease in labor or Operating Expenses, then the Parties will negotiate an equitable adjustment to the financial provisions of this Agreement.

D. Employees: The Services will be provided seven days per week as follows or as otherwise mutually agreed to by the Parties by the following Employees of Oasis Marina:

- (i) *Marina Manager / Dock Master:* Oasis Marina will provide and designate a Marina Manager to field inquiries and provide overall customer service to Manager and guests. The Marina Manager will attend appropriate staff meetings and event planning meetings, as needed, and meet with Manager in order to coordinate and schedule the Service.
- (ii) *Assistant Marina Manager / Assistant Dock Master:* Oasis Marina may provide and designate an Assistant Marina Manager who will provide Management coverage during off-hours and will have audit responsibilities to reconcile all collected Gross Revenue.
- (iii) *Marina Service Supervisors:* Oasis Marina may assign a Supervisor for each shift that will communicate the daily action plan, daily activities and Property events to all employees working the shift; create a favorable first and last impression for guests; effectively check-in arriving Patrons and check-out departing Patrons; and address Patron concerns.
- (iv) *Marina Service Associate / Dock Hand:* The Marina Service Associate will be responsible for pleasantly greeting all arriving and departing Patrons, assisting Patrons in and out of their slips, assisting Patrons with provisions and packages, providing directions to Property services as well as local attractions and directions for travel.
- (v) *Concierge:* The Concierge will be responsible for accurately collecting and reconciling Marina Revenue while providing pleasant service to all Patrons.

E. Revenue, Taxes, and Minimum Slip Rates:

- (i) *"Gross Revenue"* is defined as all amounts collected by Oasis Marina from Patrons for slip rentals, mooring field rentals and for rented space on the northern and southern

attenuators (breakwater docks) but not including Fuel Revenue or rent collected from leases for retail operations such as Centre Street Restaurant Group or Atlantic Seafood.

- (ii) “*Marina Revenue*” is defined as all amounts collected by Oasis Marina and/or City from Patrons for marina services net of any applicable sales taxes.
- (iii) “*Net Operating Income*” is defined as annual Marina Revenue less annual Operating Expenses and annual City Paid Expenses. For the purposes of calculating the Monthly Management Fee, the Monthly Incentive Fee and the City’s share of Net Operating Income, Net Operating Income will be prorated for partial calendar years.
- (iv) “*Rates*” are defined as those published marina rates listed on signs, printed materials, quoted to Patrons, and charged to Patrons. All Rates are exclusive of tax.
- (v) City is tax exempt. Therefore, Oasis is legally responsible for payment to the appropriate government agencies of certain state and local taxes relating to the use and operation of the Properties. Oasis will be responsible for collecting all sales taxes assessed on Marina Revenue, Gross Revenue and License Fees in a timely manner during the term of this Agreement. Documentation of the calculation and submission of the payment will be included in a statement package, to be prepared by Oasis Marina and transmitted to Owner on a monthly basis. Such taxes and fees will be considered an Operating Expense as set forth in this Exhibit A.
- (vi) The City and Oasis Marina will review the posted slip Rates as often as mutually agreed upon by the Parties, and in no case less than annually, and will adjust the Rates accordingly. Neither Party may charge Patrons a higher or lower Rate than mutually agreed upon. City will provide Oasis Marina as working capital in the Operating Account the sum of one month’s operating expenses (the “Minimum Balance”) for the balance of the calendar year during the Term, which sum will be maintained in the Operating Account at all times during the Term to cover deficits in the operation of the Properties. Thereafter, the Minimum Balance will be adjusted from time to time upon Oasis Marina’s request, provided that in no event will the Minimum Balance exceed an average of the monthly Operating Expenses (including the Management Fees) for the Properties over the previous twelve (12) month period. If the Operating Account falls below the Minimum Balance, City will pay into the applicable Operating Account an amount to cover such shortfall within five (5) days following written notice from Oasis Marina. The City will deposit a monthly escrow amount that is calculated to provide sufficient funds for the payment of property taxes and insurance for the Property, to be applied by Oasis Marina to such expenses as they become due.
- (vii) In the event of any deficiency in the Operating Account below the Minimum Balance, Oasis Marina will promptly (but in any case, within two (2) business days) deliver written notice to the City specifying the amount of such deficiency. In addition, no later than the tenth (10th) day of each month, Oasis Marina will notify the City of the amount of the “Monthly Deposits” (herein defined) for the Operating Account to be made by the last day of such month. The “Monthly Deposit” is (a) an amount equal to

one-twelfth (1/12) of the amount of the Annual Budget for the Properties, plus (b) any additional Operating Expenses for the subsequent month not included in the Annual Budget of which Oasis Marina has notified City and that are approved or deemed approved pursuant to the terms of this Agreement, less (c) the anticipated Revenue to be deposited into the Operating Account, if any, plus (d) any amount needed to maintain the applicable Minimum Balance after accounting for all anticipated monthly income and expenses during the subsequent month.

F. Operating Expenses: The City will reimburse Oasis Marina for the reasonable costs and expenses incurred by Oasis Marina on behalf of the City or the Property in the course of providing the Services (including, without limitation, as such Services are described in Section C of this Exhibit A) provided that such costs and expenses are consistent with the City-approved operating budget ("Operating Expenses"). Operating Expenses include but are not limited to the following costs and expenses:

- (i) Wages, salaries, and incentive compensation for Oasis Marina's employees for services performed on behalf of the City.
- (ii) Payroll taxes and employee benefits which include health and life insurance programs, vacation, sick leave, a 401K program and worker's compensation insurance. The payroll taxes and employee benefits will be calculated at thirty-two (32%) of salaries and wages; thereafter, the percentage will be determined during the annual budgeting process.
- (iii) Payroll Processing.
- (iv) The cost of settling claims by Patrons, subject to Sections 15 and 16 of the Agreement.
- (v) Costs associated with Oasis Marina's repair and maintenance obligations as described in Section C of this Exhibit A.
- (vi) All local sales taxes assessed on Marina Revenue and License Fees or such other taxes or fees incurred by Oasis Marina or City related to the Property, other than taxes on Oasis Marina income.
- (vii) Telecommunications and internet service, and website design, build and maintenance.
- (viii) The purchase, maintenance, repair, and replacement of Oasis Marina employee uniforms.
- (ix) Licenses and permits required for the operation of the Properties.
- (x) Any Insurance related to the Properties that Oasis Marina is not required to procure under Section 14.

- (xi) Credit card fees, bank fees, third party fees, and PCI-DSS costs and expenses, related to payment operating system, as applicable. Oasis will package and bill monthly s Property Management System (PMS) that can include but not be limited to Point of Sale (POS) Slip inventory, Parts inventory, Service tickets, Invoicing, Reservations, Online Reservations, Land Storage management, Fuel tracking, Retail inventory and Slip and Camp Ground contracts. The cost will be established annually based on the property needs.
- (xii) Signs, printed materials, office supplies, postage, radios, and other expenses associated with the operation of the Services on behalf of the City.
- (xiii) Support Services Expense will be billed at cost for support services provided by Oasis Marina for recruiting, hiring, training, accounting, marketing.
- (xiv) Other expenses as mutually agreed upon in writing between Owner and Oasis Marina.
- (xv) In addition, the term “Operating Expenses” as used herein will include Property operating expenses paid directly by the City, including, without limitation, electricity, real estate taxes, expenses relating to providing security services, costs and expenses to comply with Owner’s PCI Security Standards obligations, if any, water and sewer charges, and the City’s share of any property and liability insurance premium if a master policy is purchased by the Owner pursuant to Section 14 of the Agreement (“City-Paid Expenses”). On or about the fifth (5th) day of each month, the City will submit to Oasis Marina a statement for the previous month’s City-Paid Expenses. All City-Paid Expenses will be added to Operating Expenses for purposes of determining “Profit” hereunder.

G. Oasis Marina Management Fees: As compensation for the Services provided, Oasis Marina will receive the following fee structure:

- (i) **Management Fee Structure:**
 - a. *Management Fee:* there will be a Monthly Management Fee of four thousand dollars (\$4,000) per month, invoiced to the City as an Operating Expense monthly.
 - b. *Incentive Fee:* Oasis Marina’s Performance Incentive Fee will be one and one half percent (1.5%) of Gross Revenue (as defined above), excluding Fuel Revenue. Any partial calendar years will be prorated.

H. INTENTIONALLY OMITTED

- I. Complimentary Slips:** It is agreed that City may request complimentary, validated or discounted slips for special events, or personnel at the sole discretion of Oasis. Oasis Marina will not bill the City for complimentary, validated or discounted slips. If the amount of lost Marina Revenue attributable to validated, discounted or complimentary slips exceeds two percent (2.0%) of the total monthly value of all Marina Revenue attributable to slips (“Slip Revenue”), the amount of the lost Marina Revenue attributable to complimentary, validated or

discounted slips, in excess of two percent (2.0%) of the Slip Revenue, will be added to Marina Revenue prior to calculation and distribution of Net Operating Income.

J. Uniforms: Oasis Marina will be responsible for the purchase, maintenance, replacement, and repair of uniforms for Oasis Marina's employees providing the Services at the Properties. Uniform-related expenses will be considered an Operating Expense.

K. Records and Accounting: City and Oasis Marina will keep full and accurate books and records relating to charges and credits to Marina Revenue and Operating Expenses, and has the right, upon reasonable notice, to inspect the records of the other Party with respect to matters relating to the Agreement.

(i) **Revenue Collection:**

- a. All revenue generated at the Marina will be deposited into a City bank account with Oasis signing authority and access. The revenue will be reconciled by the 5th of each month with the property City.
- b. City may collect the revenue generated by certain tenants or other occupants of the Marina. City agrees to notify Oasis Marina of such tenants and other occupants. This revenue will be classified City collected revenue and reconciled by the 5th of each month.
- c. Oasis Marina will collect Marina Revenue from slip rentals, mooring field rentals, facility rentals, services via marina PMS and deposit these funds into the revenue will be deposited into a City bank account with Oasis signing authority and access.
- d. Oasis Marina and City will develop administrative processes to share revenue information in order to provide accurate and timely monthly reporting and reconciliation.

(ii) **Monthly Statement:** On or about the tenth (10th) business day of each month, Oasis Marina will submit to the City controller a financial statement with respect to operation of each Property for the month immediately preceding, which shows the following information:

- a. Gross receipts, with a breakdown of receipts from slip rentals, facility rentals, fuel services, office, and other to include all detail that City requests in a format acceptable to City;
- b. Itemization of Operating Expenses incurred, supported by invoices, tax remittance statements, expense vouchers, and payroll information to include all detail that City requests in a format acceptable to City; and
- c. Net Operating Income.

(iii) All receipts and disbursements in connection with Marina operations will be recorded on the City's books using software provided by the City utilizing Oasis personnel or alternate software acceptable by City Comptroller. All receipts will be deposited into the City's bank account. Receipts will be accounted for on the City's books by Oasis personnel or alternate software acceptable by City Comptroller. All purchases for the Marina which fall under the City's area(s) of responsibility and are Operating

Expense(s) must be made such that they are in compliance with the City's Purchasing Policy, Procedures and Code. Requests for disbursements will be processed through the City's accounting system or alternate software acceptable by City Comptroller and paid with City's funds. Oasis will have access to the City's accounting system to print and analyze financial data for the Marina on an on-going basis.

In the event of an overall deficiency for the Property, an invoice will be rendered for such deficiency, which will be payable in accordance with the Florida Local Government Prompt Payment Act.

Oasis Marina will maintain all records for a period of five (5) years following termination or expiration of this Agreement. Such records will not include daily reports unless a storage area for them is provided by Owner. The City has the right to audit, at its expense, the records to ensure compliance with this Agreement. If the audit reflects a discrepancy of three percent (3%) or more in what Oasis Marina was required to pay to City under this Agreement, Oasis Marina will pay all reasonable expenses associated with the audit.

L. Certificates of Insurance: Any certificates of insurance must name as certificate holder:

City of Fernandina Beach,
204 Ash Street
Fernandina Beach, Florida 32034

Oasis Marinas LLC
125 West Street
Suite 201
Annapolis, MD 21401

Any certificates of insurance must name as an additional insured:

City of Fernandina Beach,

Oasis Marina LLC

M. Notices: As so referenced in Section 16 of this Agreement, any notices or communication required or permitted hereunder will be submitted to the following Parties:

If to Oasis Marina:

**Oasis Marina, LLC
125 West Street
Suite 201
Annapolis, MD 21401
Attn: Daniel Cowens**

If to City of Fernandina Beach:

**City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034
Copy: Mr. Dale L. Martin**

EXHIBIT B

MANAGEMENT OF THE PROPERTY

Property Name	Property Address	Management Fee Structure	Incentive Target Threshold
Fernandina Harbor Marina	3 S. Front Street Fernandina Beach, FL 32034	\$4,000 per month	1.5% of Gross Revenue Not including Fuel Revenue

LEASE

THIS LEASE (the “**Lease**”) made this ____ day of _____, 20____, between **the City of Fernandina Beach, Florida**, whose principal address is **204** Ash Street, Fernandina Beach, Florida 32034 (hereinafter referred to as “**Landlord**”), and **Oasis Marina, LLC** a Maryland company whose principal address is 125 West St. Suite 201 Annapolis, MD 21401 (hereinafter referred to as “**Tenant**”).

1. **DEMISED PREMISES.** In consideration of the rents, covenants and Leases hereinafter reserved and contained on the part of the Tenant to be observed and performed, the Landlord demises and leases to the Tenant, and the Tenant rents from the Landlord those certain premises, known as the Dock House Retail, now erected and located at One North Front Street, Fernandina Beach, FL 32034 ,Fernandina Beach, Nassau County, State of Florida, which premises consists of a floor area of approximately six hundred (600) square feet and outdoor space contiguous to the present building. The premises shall be referred to herein as the “**Demised Premises**”. The land upon which the Demised Premises are located is referred to herein as the “**Land**”. This Lease and the rights of the parties set forth herein shall create the relationship of “landlord” and tenant” only between Landlord and Tenant. The exact legal description is set forth on **Exhibit “A”**.

2. **TERM.** The term of this Lease shall continue coterminous with the marina management agreement between the City and Oasis Marina dated ____.

3. **RENT.**

A. **Base Rent.** For each month under the term of this Lease, Tenant agrees to pay Landlord a Monthly Base Rent for the Demised Premises. The Monthly Base Rent shall be in the amount of 25% of the Monthly Net Retail Sales less cost of goods sold (COG’s). Said Base Rent shall be paid in arrears not later than the 10th day of each and every calendar month during said term. In addition to said Base Rent, Tenant agrees to pay the amount of the rental adjustments as and when hereinafter provided in this Lease. Said rental (including Base Rent, Additional Rent and all other sums payable to Landlord under this Lease) shall be paid to Landlord, without deduction or offset, in lawful money of the United States of America, which shall be legal tender at the time of payment, at the office of Landlord or to such other person or at such other place as Landlord may from time to time designate in writing.

4. **ADDITIONAL RENT. Taxes.** Tenant hereby agrees to pay any and all real property taxes and personal property taxes, sales taxes, charges and assessments which are levied,

assessed upon or imposed by any governmental authority or political subdivision thereof during any calendar year of the term hereof with respect to the Land and all buildings, including the Demised Premises, located thereon.

5. **USE OF DEMISED PREMISES.** Tenant's Business. The Demised Premises shall be used and occupied by Tenant for general retail purposes, including the sale of marina related retail items.

6. **OPTION TO RENEW.** Tenant may elect to extend the term of this Lease, with approval by the Fernandina Beach City Commission, in its sole discretion, which shall not be unreasonably withheld, upon the same covenants and conditions as herein provided. If Tenant shall elect to extend the term of this Lease, it shall do so by giving Landlord written notice at least one hundred eighty (180) days prior to the expiration of the primary term or of the then current extension.

7. **UTILITIES.** Tenant shall be solely responsible for, and shall promptly pay, all charges for use or consumption for water, sewer, telephone, sanitation, heat, gas, electricity or any other utility services.

8. **MAINTENANCE AND REPAIRS.** Tenant Responsibility. Tenant shall at Tenant's sole cost and expense keep and maintain the Demised Premises in good condition and repair; except damage thereto from causes beyond the reasonable control of Tenant. All damage or injury to the Demised Premises caused by the act or negligence of Tenant, its employees, agents or visitors, shall be repaired by Tenant at Tenant's sole cost and expense. Tenant shall upon the expiration or sooner termination of the term hereof surrender the Demised premises to Landlord in the same condition as they existed on the Commencement Date, ordinary wear and tear and damage from causes beyond the reasonable control of Tenant excepted. Landlord shall have no obligation to alter, remodel, improve, decorate, or paint the Demised Premises or any part thereof, and the parties hereto affirm that Landlord has made no representations to Tenant respecting the condition of the Demised Premises, except as specifically herein set forth. Tenant accepts the Demised Property in its "as is" condition.

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

liability the Landlord may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

10. **MECHANIC'S LIENS.** Tenant shall have no authority to subject the Demised Premises or the Land, or any part thereof or any interest of Landlord therein, to any mechanic's or other lien. Should any mechanic's or other liens be filed against the Demised Premises or the Land or any part thereof or any interest of Landlord therein, by reason of Tenant's acts or omissions or because of a claim against Tenant, Tenant shall cause the same to be canceled and discharged of record by bond or otherwise within ten (10) days after notice by Landlord.

11. **INSURANCE.**

A. Tenant Insurance/Property Damage. At all times during the term hereof, Tenant shall maintain in effect policies of property damage insurance covering: (i) all leasehold improvements (including any alterations, additions or improvements as may be made by Tenant pursuant to provisions of Paragraph 14 hereof) and in which Tenant may have an insurable interest; and (ii) trade fixtures, merchandise and other personal property from time to time in, on or upon the Demised Premises, in an amount not less than one hundred percent (100%) of their actual replacement cost from time to time during the term of this Lease, providing protection against any peril included within the classification "Fire and Extended Coverage" together with insurance against vandalism and malicious mischief. The proceeds of such insurance shall be used for the repair or replacement of the property so insured. Upon termination of this Lease following a casualty as set forth herein, the proceeds under subsection (i) shall be paid to Landlord and the proceeds under subsection (ii) shall be paid to Tenant.

B. Tenant Liability Insurance. Tenant shall, at all times during the term hereof and at its own cost and expense, procure and continue in force comprehensive general liability insurance for bodily injury and property damage, adequate to protect Landlord against liability for injury to or death of any person, arising in connection with the construction of improvements on the Demised Premises or use, operation or condition of the Demised Premises. Such insurance at all times shall be in an amount of not less than a combined single limit of One Million and 00/100 Dollars (\$1,000,000.00), insuring against any and all liability of the insured with respect to the Demised Premises or arising out of the use or occupancy thereof.

C. Policy Form. All insurance required to be carried by Tenant hereunder shall be issued by responsible insurance companies, qualified to do business in the State of Florida. Each policy shall name Landlord as an additional insured, as their respective interests may appear, and copies of all policies or certificates evidencing the existence and amounts of such insurance shall be delivered to Landlord by Tenant at least ten (10) days prior to Tenant's occupancy of the Demised Premises. No such policy shall be cancelable or materially altered except after ten (10) days prior written notice to Landlord. Tenant shall furnish Landlord with renewals or "binders" of any such policy at least ten (10) days prior to the expiration thereof.

12. **DAMAGE AND RESTORATION.**

A. Tenant's Obligations. In the event the Demised Premises, or any portion thereof, should be damaged or destroyed, Tenant may, at its option reconstruct or restore the Demised Premises after any damage or destruction thereof.

B. Abatement of Rent. During the period commencing with the date of any such damage or destruction which Landlord elects hereunder to repair, reconstruct or restore, and ending with the completion of such repairs, reconstruction or restoration, the Base Rent and Additional Rent shall be proportionately abated in an amount equal to the proportion thereof which the number of square feet of gross floor area in the Demised Premises rendered untenable thereby bears to the total number of square feet of gross floor area in the Demised Premises immediately prior to such damage or destruction. The full amount of said Base Rent and all other charges shall again become payable immediately upon the completion of such work of repair, reconstruction or restoration.

13. **RENOVATION.** Tenant shall have the right to renovate or remodel the current building, subject to approval by Landlord, which shall not be unreasonably withheld. The costs associated with renovation and remodeling shall include the cost of construction, permitting and design, and shall be referred to herein as Renovation Costs. The Renovation Costs shall be subject to City approval.

14. **EMINENT DOMAIN.** If the whole of the Demised Premises shall be taken, or such part thereof, shall be taken as shall substantially interfere with Tenant's use and occupancy of the balance thereof, under power of eminent domain, or sold, transferred, or conveyed in lieu thereof, either Tenant or Landlord may terminate this Lease as of the date of such condemnation or as of the date possession is taken by the condemning authority, whichever date occurs later. No award for any partial or entire taking shall be apportioned, and Tenant hereby assigns to Landlord any award which may be made in such taking or condemnation, together with any and all rights of Tenant now or hereafter arising in or to the same or any part thereof; provided, however, that nothing contained herein shall be deemed to give Landlord any interest in or require Tenant to assign to Landlord any award made to Tenant for the taking of personal property and fixtures belonging to Tenant and removable by Tenant at the expiration of the term hereof, as provided hereunder or for the interruption of, or damage to Tenant's business or for relocation expenses recoverable against the condemning authority. No temporary taking of a part of the Demised Premises, including parking facilities, shall give Tenant any right to terminate this Lease or to any abatement of rent hereunder.

15. **QUIET ENJOYMENT.** Landlord shall not take any action that restricts Tenant's quiet enjoyment of the property, except as provided hereunder. Landlord shall provide adequate access to the property during the term of the Lease including non-exclusive use of existing parking areas. Landlord shall have the right to improve the Demised Premises and surrounding areas, including but not limited to, the parking areas and waterfront property on the Amelia River. Tenant hereby acknowledges and understands that construction activity and/or disruption of Tenant's use and business enterprise on the Demised Premises is likely. No construction activity and/or disruption of Tenant's use and business enterprise on the Demised Premises, including parking facilities, shall give Tenant any right to terminate this Lease or to any abatement of rent hereunder, except as approved by the City Commission.

16. **DEFAULT BY TENANT/REMEDIES.**

A. **Defaults.** The occurrence of any one or more of the following events shall constitute a material default and breach of this Lease by Tenant:

1. The vacating or abandonment of the Demised Premises by Tenant.
2. The failure by Tenant to make any payment of rent or any other payment required to be made by Tenant hereunder, as and when due, where such failure shall continue for a period of ten (10) days after written notice thereof from Landlord to Tenant.
3. The making by Tenant of any general arrangement or assignment for the benefit of creditors, whereby; (a) Tenant becomes a "debtor" as defined in 11 U.S.C. §101 or any successor statute thereto (unless, in the case of a petition filed against Tenant, the same is dismissed within sixty (60) days); (b) the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located at the Demised Premises or of Tenant's interest in this Lease, where possession is not restored to Tenant within thirty (30) days; or (c), the attachment, execution or other judicial seizure of substantially all of Tenant's assets located at the Demised Premises or of Tenant's interest in this Lease, where such seizure is not discharged within thirty (30) days. Provided, however, in the event that any provision of this subparagraph is contrary to any applicable law, such provision shall be of no force or effect.

B. **Remedies.** In the event of any such material default or breach by Tenant, Landlord may at any time thereafter, with or without notice or demand and without limiting Landlord in the exercise of any right or remedy which Landlord may have by reason of such default or breach:

1. Terminate Tenant's right to possession of the Demised Premises by any lawful means, in which case this Lease shall terminate and Tenant shall immediately surrender possession of the Demised Premises to Landlord. In such event Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default including, but not limited to, the cost of recovering possession of the Demised Premises; expenses of re-letting, including necessary renovation and alteration of the Demised Premises, reasonable attorney's fees, and any real estate commission actually paid; the worth at the time of award by the court having jurisdiction thereof of the amount by which the unpaid rent for the balance of the term after the time of such award exceeds the amount of such rental loss for the same period that Tenant proves could be reasonably avoided; that portion of any leasing commission paid by Landlord applicable to the unexpired term of this Lease.
2. Maintain Tenant's right to possession in which case this Lease shall continue in effect whether or not Tenant shall have abandoned the Demised Premises. In such event Landlord shall be entitled to enforce all of Landlord's rights and

remedies under this Lease, including the right to recover the rent as it becomes due hereunder.

3. Pursue any other remedy now or hereafter available to Landlord under the laws or judicial decisions of the state wherein the Demised Premises are located. Unpaid installments of rent and other unpaid monetary obligations of Tenant under the terms of this Lease shall bear interest from the date due at the maximum rate then allowable by law.

17. **DEFAULT BY LANDLORD/REMEDIES/EXCULPATION.** Landlord shall not be in default unless Landlord fails to perform obligations required of Landlord within a reasonable time, but in no event shall Landlord be deemed in default sooner than thirty (30) days after written notice by Tenant to Landlord, specifying wherein Landlord has failed to perform such obligation; provided, however, that if the nature of Landlord's obligation is such that more than such thirty (30) days are required for performance, then Landlord shall not be in default if Landlord commences performance within such thirty (30) day period and, thereafter, diligently prosecutes the same to completion. Anything in this Lease to the contrary notwithstanding, Landlord shall be liable for any damages resulting from its default under the terms of this Lease.

18. **ASSIGNMENT AND SUBLETTING.** Tenant shall be permitted to assign this Lease or sublet its rights, duties, or obligations hereunder with the prior written consent of Landlord, which consent shall not be unreasonably withheld.

19. **END OF TERM.**

A. At the expiration of this Lease, Tenant shall surrender the Demised Premises in the same condition as it was in upon delivery of possession thereto under this Lease, reasonable wear and tear excepted, and shall deliver all keys and combinations to locks, safes and vaults to Landlord. Before surrendering the Demised Premises, Tenant shall remove all its personal property, trade fixtures, inventory, alterations, additions and decorations, and shall repair any damage caused thereby. Tenant's obligations to perform this provision shall survive the end of the term of this Lease. If Tenant fails to remove its property upon the expiration of this Lease, the said property, at Landlord's option, shall be deemed abandoned and shall become the property of Landlord.

B. If the Demised Premises are not surrendered at the end of the term, then Tenant shall indemnify Landlord against loss or liability resulting from delay by Tenant in so surrendering the Demised Premises, including, without limitation, any claims founded on such delay made by any succeeding occupant of the Demised Premises or any part thereof, and Tenant shall be liable to Landlord for any and all legal expenses, costs, and fees incurred by Landlord in obtaining the possession of the Demised Premises.

20. **HOLDING OVER.** Any holding over after the expiration of this term or upon termination, shall be construed to be a tenancy from month to month and shall otherwise be on the terms herein specified so far as applicable.

21. **NO WAIVER.** Failure of Landlord to insist upon the strict performance of any provision or to exercise any option or enforce any rules and regulations shall not be construed as a waiver for the future of any such provision, rule or option. The receipt by Landlord of rent with knowledge of the breach of any provision of this Lease shall not be deemed a waiver of such breach. No provision of this Lease shall be deemed to have been waived unless such waiver be in writing signed by Landlord. No payment by Tenant or receipt by Landlord of a lesser amount than the monthly rent shall be deemed to be other than on account of the earliest rent then unpaid nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy provided in this Lease.

22. **NOTICES.** Any notice, demand, request or other instrument which may be or required to be given under this Lease shall be delivered in person or sent by United States Certified or Registered Mail, postage prepaid, and shall be addressed to either party at the address as hereinabove given. Any notice shall be deemed delivered upon hand deliver or three (3) days after depositing such notice in postal receptacles, return receipt requested. Either party may designate such other address as shall be given by written notice.

23. **RECORDING.** Tenant shall record this Lease.

24. **PARTIAL INVALIDITY.** If any provision of this Lease or application thereof to any person or circumstance shall, to any extent, be invalid, the remainder of this Lease or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby and each provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

25. **PROVISIONS BINDING, ETC.** Except as otherwise expressly provided, all provisions herein shall be binding upon and shall inure to the benefit of the parties, their legal representatives, successors and assigns and any sale by Landlord of the Land or of the Demised Premises shall be subject to this Lease provided the same is not in default at the time of such sale. Each provision to be performed by Tenant shall be construed to be both a covenant and a condition, and if there shall be more than one lessee, they shall all be bound, jointly and severally, by these provisions.

26. **ENTIRE LEASE, ETC.** This Lease and the Exhibits, Riders and/or Addenda if any attached, set forth the entire Lease between the parties. Any prior conversations or writings are merged herein and extinguished. No subsequent amendment to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by the party sought to be charged. Submission of this Lease for examination does not constitute an option for the Demised Premises and becomes effective as a Lease only upon execution and delivery thereof by Landlord to Tenant. It is herewith agreed that this Lease contains no restrictive covenants in favor of Tenant. The captions and numbers appearing herein are inserted only as a matter of convenience and are not intended to define, limit, construe or describe the scope or intent of any paragraph, nor in any way affect this Lease.

27. **NO PARTNERSHIP.** Nothing contained in this Lease shall, or shall be deemed or construed so as to create the relationship of principal-agent, joint venturers, co-adventurers, partners or co-tenants between Landlord and Tenant; it being the express intention of the parties that they are and shall remain independent contractors one as to the other.

28. **RADON GAS DISCLOSURE.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

29. **PUBLIC RECORDS LAW REQUIREMENTS.** Pursuant to Section 119.0701, Florida Statutes, Oasis shall: (a) keep and maintain all public records as that term is defined in Chapter 119, Florida Statutes ("Public Records"), that ordinarily and necessarily would be required by the City in order to perform the work contemplated by this Agreement; (b) provide the public with access to Public Records, on the same terms and conditions that the City would provide the records and at a cost that does not exceed the costs provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that Public Records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; (d) meet all requirements for retaining Public Records and transfer, at no cost to the City, all public records in possession of Oasis within thirty (30) days after termination of this Agreement, however terminated, and destroy any duplicate Public Records that are exempt or confidential and exempt from public records disclosure requirements and provide the City with a letter confirming that this has been done within thirty (30) days of the termination of this Agreement. All Public Records stored electronically must be provided to the City in a format that is compatible with the information technology of the City. If Oasis does not comply with a public records request, the City may pursue any and all remedies available in law or equity, including but not limited to specific performance.

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Lease as of the day and year first above written.

LANDLORD:

ATTEST:

CITY OF FERNANDINA BEACH

Caroline Best, City Clerk

Dale L. Martin, City Manager

APPROVED AS TO FORM AND LEGALITY:



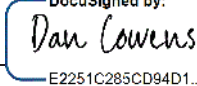
Tammi E. Bach, City Attorney

WITNESS:

TENANT:

**OASIS MARINA,
LLC, a Maryland Company**

Witness Signature

By:  _____
E2251C285CD94D1...

Name: Dan Cowens

Print Name of Witness

Title: Founder / CEO

Exhibit A

DOCKHOUSE & FUEL DOCK

A building and adjacent dock area which is utilized for marina operations, including retail sales, fuel dispensers and outdoor display area that is located upon a floating dock located within the City of Fernandina Beach Marina, more particularly described as:

A portion of the floating dock lying west of and immediately adjacent to the west property line of Water Lot 25, City of Fernandina Beach, Nassau County Florida as shown on the Official Plat of said City as lithographed and issued by the Florida Railroad Company in 1857 and enlarged, revised and re-issued by the Florida Town Improvement Company in 1887 and 1901, said portion of floating dock being approximately 50 feet long by 20 feet wide.

Encumbering 1,000 square foot, more or less.

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2020-166
Code Enforcement Fine Reduction and Release of Lien - Dexter & Regina N. Rainey

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2020-166.

SYNOPSIS: Regina Rainey is requesting a reduction to a total amount of \$300-\$500 in fines and fees for a violation of Code of Ordinances Section 42-173, Wrecked or inoperable motor vehicles on private property declared a nuisance and prohibited. The property is in compliance.

FISCAL IMPACT: The payment amount approved by the City Commission will be deposited into the General Fund Code Enforcement Fees & Fines account, 001 32900.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2020-166.

Michelle Forstrom, Code Enforcement Director	10/6/2020
Nicole Bednar, Administrative Services Manager	10/19/2020
Dale L. Martin, City Manager	10/19/2020
Pauline Testagrose, Comptroller	10/22/2020
Tammi E. Bach, City Attorney	10/23/2020
Katie Newton, Legal Assistant	10/27/2020

Date: October 05, 2020

Submitted By: Katie Newton, Legal Assistant

COMMISSION ACTION: Adopt

RESOLUTION 2020-166

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING A SETTLEMENT OF CODE ENFORCEMENT FINES AND FEES FOR DEXTER RAINEY AND REGINA N. RAINEY UPON FULL PAYMENT OF \$_____ NO LATER THAN DECEMBER 15, 2020, FOR CODE ENFORCEMENT VIOLATIONS AT 1002 CEDAR STREET; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Dexter and Regina N. Rainey own property located at 1002 Cedar Street where code violations such as inoperable motor vehicles on the property have existed; and

WHEREAS, Ms. Rainey submits they cannot afford the cost of fines that have accrued; and the property is now in compliance; and

WHEREAS, Section 162.09, Fla. Stats. provides that the reduction of principal lien amounts and releases must be approved by the City Commission since the liens are in favor of (owned by) the City of Fernandina Beach.

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

SECTION 1. The City Commission hereby authorizes full releases/satisfactions of liens be executed based upon the CEAB's order that fines and fees be reduced to a total of \$_____ for violations now in compliance at 1002 Cedar Street under the name of Dexter and Regina N. Rainey, specifically conditioned upon their paying the entire amount to the City on or before December 15, 2020.

SECTION 2. The City Manager is authorized to execute such releases/satisfactions of liens upon the City's receipt of full payment from Dexter and Regina N. Rainey, and the City Clerk is authorized to record such executed releases/satisfactions of liens in the public records of Nassau County, Florida.

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

ADOPTED this 4th day of November, 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

Code Enforcement Department

Michelle D. Forstrom

Code Enforcement Director

RECEIVED

CASE NO. CODE - 2019-0355

OCT - 2 2020

**CODE ENFORCEMENT
FERNANDINA BEACH, FLORIDA**

**CITY COMMISSION HEARING
SETTLEMENT OF LIEN REQUEST**

IF THE PROPERTY IS NOT IN COMPLIANCE, THE CITY COMMISSION WILL NOT CONSIDER A REQUEST FOR REDUCTION.

INSTRUCTIONS: Please fill in all of the pages of this form completely. Be specific when writing your statement. Please return it to the Code Enforcement Director at 516 South 10th Street, Fernandina Beach, FL 32034 or *mailing address* at 204 Ash Street, Fernandina Beach, FL 32034 **The Code Enforcement Director must receive the request at least 30 days prior to a scheduled City Commission Meeting in order for your case to be scheduled for the hearing.** You will be notified in writing of the City Commission's decision within 10 days after the hearing. If you are claiming medical or financial hardship, attach supporting documentation (i.e. a doctor's statement or proof of income). If you have any questions, please call the Code Enforcement Department at (904) 310-3440. **The City Commission will consider requests for reduction of fine only one time for each case. The City Commission's decision shall be the final action on the case.**

Property Owner's Name

Dexter Rainey / Regina Rainey

Property Owner's Email

Property Address

1002 CEDAR Street

Daytime telephone number

904-624-6668 (Dexter Rainey) 904-624-6982 (Reg)

Hardship claimed? ☐ medical ☒ financial ☐ other (specify) _____

If the property owner is unable to complete this form, list the name of the person who is authorized to act for the property owner and their relationship. Attach a notarized affidavit from the property owner authorizing the representation. _____

YOU SHOULD BE PRESENT AT THE HEARING TO ANSWER ANY QUESTIONS THE CITY COMMISSION MAY HAVE CONCERNING THIS REQUEST. YOUR ONLY OPPORTUNITY TO ADDRESS THE CITY COMMISSION WILL BE IN RESPONSE TO THEIR QUESTIONS. IT IS IN YOUR BEST INTEREST TO MAKE CERTAIN THAT THIS FORM AND ANY ATTACHMENTS COMPLETELY SET FORTH YOUR POSITION.

Mailing Address 204 Ash Street, Fernandina Beach, FL 32034 • Physical Address 516 S. 10th Street, Fernandina Beach, FL 32034

(904) 310-3440 • TDD/TTY 711 • www.fbi.fl.us/Code

Equal Opportunity Employer

Complete statements on pages 2-4. You should include the reasons why you did not comply with the Code Enforcement and Appeals Board's Original Order within the time specified.

1. Explain how you have attempted to cooperate with the City of Fernandina Beach personnel to achieve compliance of the Code Enforcement and Appeals Board. *august 2020, we sold the truck*
2. Did you or your representative appear at the Code Enforcement and Appeals Board's previous hearing(s) concerning this matter? If not, please state the specific reasons why you did not appear at the hearing(s) and whether you notified the City of Fernandina Beach personnel of the fact that you would not be present. *NO*
3. Have you ever been (previous to this case) found by the Code Enforcement and Appeals Board to be in violation of the Code, which is the subject matter of the present case? If so, please advise what your response to the previous violation was. *NO*
4. Do you claim a homestead exemption on this property that is the subject of this case? Yes _____ No ☒
5. Were you the owner of the property at the time the Code Enforcement case against the property began? Yes ☒ No _____. If not, did you become aware of the Code Enforcement proceedings, Order, or Lien prior to recording title to the property? *ip*
6. What other liens exist against the property which is the subject matter of this Code Enforcement case? *NO LIE*
7. Has the property been abandoned? *NO*
8. Is the property in need of rehabilitation? If yes, explain. *NO*

9. Is the City of Fernandina Beach's lien interfering with the sale or rehabilitation of the property or will the lien prevent the property from being conveyed to a new owner? we do not currently have the property for sale.

10. Provide your suggestion for an amount you would like the lien reduced to \$_____. In the statement below, please provide your justification for requesting the lien reduction. can afford between 300.⁰⁰ to 500.⁰⁰

I, Begina Rainey, do hereby submit this petition in request for a reduction in the fine imposed and in support offer the following statement:

Date: 10/2/2020

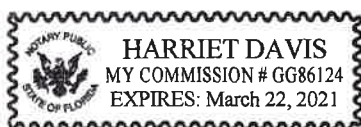
Signed:

Printed Name:

STATE OF Florida
COUNTY OF Nassau

SWORN TO (OR AFFIRMED) and subscribed before me this 2 day of October, 2020 by _____ who is/is not personally known to me OR who has produced identification Florida DL (type).

Date 10/2/2020



Notary Public

Printed Signature

My commission expires: 3/22/2021

October 6, 2020

Dexter & Regina N. Rainey

1002 Cedar Street

Fernandina Beach, Florida 32034

Re: Code Enforcement Case 2019-0355

To Whom It May Concern,

The Code Enforcement case 2019-0355 is scheduled to go before the City Commission on November 4, 2020 at 6:00 PM for fines and fees reduction. The case will be presented by the owner or their representatives. The property was in violation of City of Fernandina Beach Code of Ordinances, Section 42-173 Wrecked or inoperable motor vehicles on private property declared a nuisance and prohibited. The confirmed violation was a white Dodge pick-up truck that was parked on private property that displayed an expired license tag. The inoperable vehicle was originally cited on August 13, 2019 and remained in violation until September 23, 2020 when the vehicle was confirmed no longer on the property. The case was in violation for a total of 349 days. The Code Enforcement Appeals Board found the Respondent(s) in violation of Section 42-173 and assessed a fine of \$50.00 per day beginning on October 11, 2019 until the property is brought into compliance. The total fine is \$17,450.00 (349 days x \$50.00 per day) plus \$212.50 in Administrative Fees for a grand total of \$17,662.50. The Code Enforcement Department is making a recommendation to reduce the fine to \$2,500.00 plus \$212.50 in Administrative Fees for a total of \$2,712.50.



George Wells, Code Enforcement Officer



CITY OF FERNANDINA BEACH

George Wells

Code Enforcement Department
(904) 310-3440

Code Enforcement Officer
(904) 310-3442

FINES & FEES INCURRED FROM
1002 Cedar Street
As of 9/28/2020
CODE CASE #2019-0355

<u>DATES</u>	<u># OF DAYS</u>	<u>FINE PER DAY</u>	<u>TOTAL</u>
October 11 - October 31, 2019	21	\$50.00	\$1,050.00
November 1 - 30, 2019	30	\$50.00	\$1,500.00
December 1 - 31, 2019	31	\$50.00	\$1,550.00
January 1 - 31, 2020	31	\$50.00	\$1,550.00
February 1 - 29, 2020	29	\$50.00	\$1,450.00
March 1 - 31, 2020	31	\$50.00	\$1,550.00
April 1 - 30, 2020	30	\$50.00	\$1,500.00
May 1 - 31, 2020	31	\$50.00	\$1,550.00
June 1 - 30, 2020	30	\$50.00	\$1,500.00
July 1 - 31, 2020	31	\$50.00	\$1,550.00
August 1 - 31, 2020	31	\$50.00	\$1,550.00
September 1 - 23, 2020	23	\$50.00	\$1,150.00

TOTAL FINES **\$17,450.00**

TOTAL ADMINISTRATIVE FEES **\$212.50**

GRAND TOTAL DUE **\$17,662.50**

**** TOTAL AMOUNT DUE MUST BE PAID IN FULL TO CLOSE THIS CASE AND AVOID A LIEN ON THIS PROPERTY ****



CITY OF FERNANDINA BEACH

George Wells

Code Enforcement Department

Code Enforcement Officer

**ADMINISTRATIVE FEES INCURRED FROM
1002 Cedar Street
As of 9/28/2020
CODE CASE #2019-0355**

STAFF PERSONNEL OR ITEMS

	<u># OF UNITS OR HOURS</u>	<u>PRICE OR RATE PER HOUR</u>	<u>TOTAL</u>
Michelle Forstrom, Code Enforcement Director	1	\$25.24	\$25.24
George Wells, Code Enforcement Officer	4.5	\$21.63	\$97.34
Katie Newton, Board Secretary/Legal Assistant	1	\$23.40	\$23.40
Tammi Bach, City Attorney	0.5	\$68.64	\$34.32
Gayle Murray, Staff Assistant	0.5	\$13.00	\$6.50
Record Findings of Facts with the Clerk of Circuit Court of Nassau County	1	\$18.50	\$18.50
Certified letters mailed	1	\$6.70	\$6.70
First Class letters mailed	1	\$0.50	<u>\$0.50</u>

TOTAL ADMINISTRATIVE FEES DUE

\$212.50

****TOTAL AMOUNT DUE MUST BE PAID IN FULL TO CLOSE THIS CASE AND AVOID A LIEN ON THIS PROPERTY****

STAFF REPORT
Case 2019-0355
City of Fernandina Beach Code Enforcement & Appeals Board
October 3, 2019

Violation Information

Owner	Dexter & Regina N. Rainey 1002 Cedar St. Fernandina Beach, Florida 32034
Violation	City of Fernandina Beach – Code Of Ordinances, Section 42-173: Wrecked or inoperable motor vehicles on private property declared a nuisance and prohibited.
Location:	1002 Cedar Street, Fernandina Beach, Florida 32034

Summary and Background Information

August 13, 2019, During a proactive sweep I observed a white Dodge pick-up truck parked on the property with an expired license tag. I recorded a photo of the violation and the notice of visit posted on the front door.

August 20, 2019, I received a phone call from Mr. Rainey asking about the case and he stated he would be working on getting a tag for this vehicle.

August 26, 2019, A 2nd inspection was performed where there was no change to the original violation.

August 27, 2019, I mailed out a NOV/NOH letter via certified mail to the owner. The signature card was returned with an owners' signature. The owner was given until 9/06/19 to come into compliance or appear before the CEAB on 10/03/19.

September 9, 2019, A NOV/NOH inspection was performed-vehicle was still in violation.

September 25, 2019, A pre-agenda inspection was performed-vehicle was still in violation.

September 25, 2019, I placed a phone call to Mr. Rainey and left a voice mail on his answering machine for him to call me and give me an update.

Conclusion:

At the time of preparing this staff report I have not heard back from Mr. Rainey. The vehicle on this property is still in violation of 42-173 with an expired license tag.

Recommendation:

The City recommends a fine of \$ 50.00 a day for the violation, along with administration fees incurred.

Submitted by:

George Wells
Code Compliance Officer



City of Fernandina Beach

FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER OF ENFORCEMENT

Date: October 3, 2019
Case Number: 2019-0355

IN THE MATTER OF: Respondent Name: Dexter & Regina N. Rainey
Respondent Address: 1002 Cedar Street, Fernandina Beach, FL 32034

This case having come before the Code Enforcement & Appeals Board of the City of Fernandina Beach on October 3, 2019, a violation hearing having been held, and the Board having heard testimony, does hereby make the following finding of facts, and conclusions of law therefore imposing the following order and penalty:

SECTION 1 - FINDINGS OF FACT

1. The Respondent was properly served notice of these proceedings as required by law on August 27, 2019, and the Respondent was not present at the hearing.
2. The real property on which the violations occurred is 2004 Highland Drive, Fernandina Beach, FL and a brief legal description being **BLOCK 131 LOT N1/2 OF 1 IN OR 826/953 CITY OF FDNA BEACH, Fernandina Beach, FL 32034.**
3. The Respondent is the owner of record of the aforementioned real property.
4. The Respondent violated sections of the Fernandina Beach Code of Ordinances: **42-173 Wrecked or inoperable motor vehicles declared a nuisance and prohibited.**

SECTION 2 - CONCLUSION OF LAW & IMPOSITION OF FINE

1. Based on the foregoing findings of fact, the Board voted to find the property in violation of Section 42-173, to assess administrative fees, and if not in compliance by October 11, 2019, to assess fines of \$50.00 per day beginning October 11, 2019.
2. The City of Fernandina Beach shall record a certified copy of this order in the public records and this Order shall constitute a lien against the real property on which the violations exist and upon any other real or personal property owned by the Respondent if fines are not paid within thirty (30) days.
3. If the lien remains unpaid for a period of three (3) months from the date of the filing of the lien, the City of Fernandina Beach may foreclose on the lien or sue to recover a money judgment for the amount of the lien plus accrued interest.



City of Fernandina Beach

SECTION 3 - CERTIFICATION OF VOTE

Done and ordered October 3, 2019 at the City of Fernandina Beach, Nassau County, Florida Code Enforcement & Appeals Board Hearing.

By:

Vice Chair, Adam Kaufman

COUNTY OF NASSAU

STATE OF FLORIDA

I HEREBY CERTIFY that on this day before me, the undersigned, a Notary Public in and for the State of Florida at Large, personally appeared Adam Kaufman to me well known to be the Chair of the Code Enforcement and Appeals Board of the City of Fernandina Beach, and known to me to be the persons who executed the foregoing Findings of Fact for the City of Fernandina Beach as such Chair: and they severally acknowledged the execution of the same to be their free act and deed by authority and on behalf of the City of Fernandina Beach for the uses and purposes therein expressed.

WITNESS my hand and official seal at Fernandina Beach, said County and State on this 3rd day of October, 2019.

(NOTARY SEAL)

Notary Public, State of Florida



Katie A. Newton
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG123910
Expires 7/13/2021



A CERTIFIED TRUE COPY

Office of the City Clerk
City of Fernandina Beach, Florida

*Florida Statute 162.11 Appeals — An aggrieved party, including the local governing body, may appeal a final administrative order of an enforcement board to the circuit court. Such an appeal shall not be a hearing de novo but shall be limited to appellate review of the record created before the enforcement board. An appeal shall be filed within 30 days of the execution of the order to be appealed

RESOLUTION 2020-167

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING MUNICIPAL EMERGENCY SERVICES AS A SOLE SOURCE VENDOR IN FISCAL YEAR 2020/2021; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section E.6 of the Purchasing Policy requires that accumulated purchases from a sole source vendor may not exceed \$20,000 per year. Any purchases that exceed \$20,000 require approval by the City Commission; and

WHEREAS, the Fire Department budgeted \$35,110 in FY 2020/2021 to purchase Hurst eDraulic rescue tools for the extrication of victims in motor vehicle crashes and other emergency situations to outfit the new Engine 2; and

WHEREAS, this sole source purchase promotes interoperability, as the items selected work with existing Fire Department equipment and are consistent with training personnel have already received; and

WHEREAS, Hurst eDraulic rescue tools are the only extrication tools currently available that meet NFPA Standard 1936, 2020 compliance, and are the only extrication tools that are water-tight and allow operation while submerged; and

WHEREAS, Municipal Emergency Services is the only Hurst eDraulic dealer whose sales territory includes the state of Florida, and whose personnel have been appropriately trained and certified; and

WHEREAS, funds are available in the Fire Department Machinery/Equipment account, 0012200 56400, in FY 2020/2021.

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

SECTION 1. The City Commission hereby approves Municipal Emergency Services as a sole source vendor for the purchase of Hurst eDraulic rescue tools, as described on Exhibit "A" in an amount not to exceed \$35,110.

SECTION 2. The City Manager and City Clerk are hereby authorized to execute all documentation related to this purchase, upon review and approval by the City Attorney.

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

ADOPTED this 4th day of November, 2020.

CITY OF FERNANDINA BEACH

John A. Miller
Commissioner – Mayor

ATTEST:

Caroline Best
City Clerk

APPROVED AS TO FORM & LEGALITY:



Tammi E. Bach
City Attorney



3789 62nd Avenue North
Pinellas Park, FL 33781

Quote

Resolution 2020-167
Exhibit A

Date 05/01/2020
Quote # QT1364061
Expires 07/31/2020
Sales Rep Winkler, Thomas P
PO #
Shipping Method FedEx Ground

Bill To
Chief Silcox
FERNANDINA BEACH FIRE RESCUE
516 S. 10th Street
Suite 118
Fernandina Beach FL 32034

Ship To
Chief Silcox
FERNANDINA BEACH FIRE RESCUE
516 S. 10th Street
Suite 118
Fernandina Beach FL 32034

Item	Alt. Item #	Units	Description	QTY	Unit Sales Pri...	Amount
272288000-1			S 788EWXT Cutter - TOOL ONLY Hurst eDraulic waterproof battery operated rescue tool - NFPA cut rating A8 B9 C8 D9 E9	1	9,780.00	9,780.00
271255000-1			SP 555EWXT Spreader - TOOL ONLY Hurst eDraulic waterproof battery operated rescue tool - 28 inch spread	1	10,870.00	10,870.00
274285000-1			R 521EWXT Ram - TOOL ONLY Hurst eDraulic waterproof battery operated rescue tool - 53 inch push	1	7,165.00	7,165.00
90-53-15			EWXT 9 Ah battery Hurst waterproof	6	695.00	4,170.00
10-53-21			EWXT Charger (110V) Hurst	3	475.00	1,425.00
247R028			C-Frame Ram Suppt LK841509190 structural support for all Hurst rams	1	690.00	690.00
PP-HED-S788-EWXT			Horizontal Bracket for Hurst eDraulics S788EWXT Submersable cutter	1	240.00	240.00
PP-HED-SP555-EWXT			Horizontal Bracket for Hurst eDraulics SP555EWXT Submersable spreader	1	265.00	265.00
PP-HED-R521-EWXT			HORIZONTAL / FLAT / VERTICAL mounting bracket for Hurst eDraulics R521 EWXT Submersible Ram	1	240.00	240.00

Quote prepared by MES Rescue Tool Specialist TOM WINKLER

Please call or email to order: 727-808-5344; twinkler@mesfire.com

Subtotal 34,845.00
Shipping Cost (FedEx Ground) 265.00
Total \$35,110.00

This Quotation is subject to any applicable sales tax and shipping & handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current local tax information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.



QT1364061



HURST Jaws of Life, Inc.
711 North Post Road
Shelby, NC 28150
www.jawsoflife.com



Dinglee
Hurst
Lukas
Vetter

October 5, 2020

Fernandina Beach Fire Rescue
Attn: Fire Chief Ty Silcox
516 S. 10th Street
Suite 118
Fernandina Beach, FL 32034

This will confirm that, as of the date hereof, the following Hurst Jaws of Life® dealer is the only Hurst® dealer whose sales territory for Hurst® Low Pressure (5,000 psi), Hurst® High Pressure (10,000 psi), Hurst® eDRAULIC®, Hurst® StrongArm® and Vetter® rescue equipment includes the State of Florida and whose personnel have been factory trained and certified by Hurst Jaws of Life, Inc. on operation, maintenance and service and are approved by Hurst Jaws of Life, Inc. to perform warranty repairs, warranty required annual maintenance and other service on Hurst® Low Pressure (5,000 psi), Hurst® High Pressure (10,000 psi), Hurst eDRAULIC, Hurst® StrongArm®, Vetter® and Airshore® rescue equipment:

MES - Florida
Pinellas Park, FL 33781
Phone Number: 727-521-2135
Fax Number: 727-525-1819

Thank you for your interest in our rescue equipment. Feel free to contact us at 1-800-537-2659 or 704-487-6961 should you have any further questions or concerns.

Sincerely,

Mike Canon
Director of Rescue Sales
Hurst Jaws of Life, Inc.

tar

Cc: Barry Hopper, Southeast Regional Sales Manager, Hurst Jaws of Life, Inc.

**City of Fernandina Beach
Sole Source / Modified Sole Source
Emergency Procurement**

Department: Fire
Director: Harvey T. Silcox
Date: 10/6/2020

Effective Date: 11/4/2020

Estimated Cost: \$35,110

Account Coding
Account No.: 0012200-56400
Account Title: Fire Mach/Equip

Proposed Vendor	
Name:	<u>Municipal Emergency Services</u>
Address:	<u>3789 62nd Avenue North</u> <u>Pinellas Park, FL 33781</u>
Phone No.:	<u>1(727)808-5344 (Tom Winkler)</u>
email:	<u>twinkler@mesfire.com</u>



10/23/2020

City Manager Approval Date
as per Code Sections 2-432 & 2-433

Is the Item Budgeted? Y Yes

Briefly describe the purchase or service:
Hurst Rescue Tools for the new Engine 2

Is there an urgent need or an emergency preventing competitive methods?
If yes, please explain:
No

Is there only one product or service that can meet the specific needs or must the product or service be provided by this particular source?
If yes, please explain:
Yes. This equipment purchase promotes interoperability, as the items selected work with existing Fire Dept. equipment, & fall in with training that personnel have already been receiving to ensure successful operations. The attached sole source letter further elaborates, as MES is the only Hurst dealer whose sales territory includes the state of Florida, and whose personnel have been appropriately trained & certified.

Has the department ever purchased these same goods or services from this vendor?
If yes, what purchasing procedures were followed?
Yes, years ago. City purchasing policy; likely Sole Source.

If for services, was an effort made to use existing City employees to perform services?
If not, why not?
N/A

JUSTIFICATION

Please explain why the City should acquire the goods or services through a non-competitive request rather than through the competitive process as outlined in the City's purchasing policies and procedures.

Please see above/attached.

ed.

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2020-168
Amended and Extended Emergency Order - COVID-19 - Mandatory Masks

ITEM TYPE: Resolution (w/o fiscal impact)

REQUESTED ACTION: Consider Resolution 2020-168.

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 and Resolution 2020-143, extending to November 6, 2020. Due to the ongoing nature of the pandemic, this amendment extends the order until December 6, 2020.

FISCAL IMPACT: None known

CITY ATTORNEY COMMENTS:

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2020-168.

Katie Newton, Legal Assistant	10/16/2020
Tammi E. Bach, City Attorney	10/21/2020
Nicole Bednar, Administrative Services Manager	10/21/2020
Dale L. Martin, City Manager	10/21/2020
Katie Newton, Legal Assistant	10/27/2020

Date: October 07, 2020

Submitted By: Katie Newton, Legal Assistant

COMMISSION ACTION: Adopt

CITY OF FERNANDINA BEACH, FLORIDA CITY COMMISSION

EMERGENCY ORDER – COVID19-MANDATORY MASKS

RESOLUTION 2020-168

AMENDING AND EXTENDING RESOLUTION 2020-143 TO DECEMBER 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 completely 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 appropriately respond to the health and safety 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 December 6, 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 December 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 shall be effective immediately upon executing and will expire on December 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.

ADOPTED this 4th day of November, 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 2020-143

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 2020-126

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

CITY OF FERNANDINA BEACH, FLORIDA CITY COMMISSION

EMERGENCY ORDER – COVID19-MANDATORY MASKS

RESOLUTION 2020-94

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

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- (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.

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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 COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2020-169
Option Agreements for Sale and Purchase - Pheasant Run LLC

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2020-169

SYNOPSIS: The City Commission directed the City Attorney and City Manager to work with Marc Hudson and the North Florida Land Trust to acquire land parcels for conservation or passive parks. The proposed option agreement with Pheasant Run, LLC provides the City with 3 months to exercise the option to purchase 5.35 acres of land near Egans Creek Greenway for the purchase price of \$675,000. No other buyers can buy the land in this three-month option period.

FISCAL IMPACT: The City will be responsible for half of the total cost of acquiring these properties. Funds are available in the Land Conservation Fund Land account, 135 56100.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2020-169.

Nicole Bednar, Administrative Services Manager	10/23/2020
Dale L. Martin, City Manager	10/23/2020
Pauline Testagrose, Comptroller	10/26/2020
Tammi E. Bach, City Attorney	10/27/2020
Katie Newton, Legal Assistant	10/28/2020

Date: October 20, 2020

Submitted By: Katie Newton, Legal Assistant

COMMISSION ACTION: Adopt

RESOLUTION 2020-169

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING AN OPTION AGREEMENT FOR SALE AND PURCHASE OF VACANT LAND TOTALING APPROXIMATELY 5.35 ACRES AND ADJACENT TO THE EGANS CREEK GREENWAY ON THE EAST FOR THE PUBLIC PURPOSE OF CONSERVATION OR PASSIVE PARKS; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission directed the City Manager and City Attorney to work with the North Florida Land Trust (NFLT) to seek acquisition of parcels of land for the public purpose of conservation or passive parks; and

WHEREAS, the NFLT has negotiated a purchase price of \$675,000 with the property owner who owns the parcels in question; and

WHEREAS, the Option Agreement for Sale and Purchase of the vacant lots gives the City and NFLT three months to exercise the option(s) to buy.

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 Option Agreement for Sale and Purchase for the purchase price of \$675,000 with Pheasant Run, LLC, attached hereto as Exhibit "1."

SECTION 2. The City Manager and the City Clerk are hereby authorized to execute the Option Agreement, after review and approval by the City Attorney.

SECTION 3. This Resolution shall become effective immediately.

ADOPTED this 4th day of November, 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

OPTION AGREEMENT FOR SALE AND PURCHASE

THIS OPTION AGREEMENT FOR SALE AND PURCHASE (the "Agreement") is dated and effective as of September ___, 2020 (the "Effective Date"), by and between Pheasants Run, LLC, having an address of 95323 Spinnaker Dr., Fernandina Beach, FL 32034 (the "Seller"), and the City of Fernandina Beach, having an address of 204 Ash Street, Fernandina Beach, FL 32034 (the "Purchaser").

WHEREAS, Seller is the owner in fee simple absolute of certain real property located in Fernandina Beach, Nassau County, Florida more particularly described in Exhibit A attached hereto and hereby incorporated by reference (the "Property"); and

WHEREAS, the execution of this document by the City Manager was approved by a majority vote of the Commission of the City of Florida on ___, 20___, as per resolution #___ attached as Exhibit C;

WHEREAS, subject to the terms and conditions of this Agreement, Purchaser desires to receive from Seller, and Seller is willing to grant to Purchaser, the option to purchase all right, title and interest in and to the Property;

NOW, THEREFORE, in consideration of the Option Payment (as hereafter defined) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Seller and the Purchaser agree as follows:

1. Grant of Option. For a period of three (3) months (as the same may be extended from time to time by written agreement of the parties, the "Option Period") beginning on the Effective Date and ending at 11:59 P.M. on the date which is one-hundred days after the Effective Date, Seller hereby grants to Purchaser the exclusive, assignable right and option to purchase the Property (the "Option"), in accordance with the provisions of this Agreement. Purchaser may, in its sole discretion, exercise the Option at any time during the Option Period by providing Seller with notice in accordance with paragraph 13 (the "Option Exercise Date"). In the event that Purchaser fails to exercise the Option during the Option Period, this Agreement shall terminate without further action of the parties, in which case the parties shall be relieved of any further obligations or liabilities hereunder (except for those that survive the termination or expiration of this Agreement).
2. Option Payment. In consideration of Seller agreeing to grant the Option, Purchaser shall make a non-refundable payment of One Hundred and No/100 Dollars (\$100.00) in certified funds made payable to the order of Seller or by wire transfer to Seller (the "Option Payment") within ten (10) days of the Effective Date.
3. Purchase Price and Bargain Sale. Subject to credits, adjustments and prorations in this Contract, the total purchase price for the Property is SEVEN HUNDRED AND TWENTY THOUSAND DOLLARS (\$720,000.00), wherein the manner of payment of will be as a bargain sale where the buyer will pay SIX HUNDRED AND SEVENTY FIVE THOUSAND DOLLARS (\$675,000) and the remainder of FORTY FIVE THOUSAND DOLLARS (\$45,000) will be donated to the buyer as a charitable gift, in keeping with the gift requirements of 170(h) of the Internal Revenue Code. The Purchase Price shall be paid by Buyer to Seller in the following manner: At Closing (as hereafter defined), Purchaser shall pay the Purchase Price in certified funds made payable to the order of Seller or by wire transfer to Seller, subject to (a) adjustments as provided in paragraph 8 and (b) credit for application of the Option Payment.
4. Environmental Site Assessment. Within forty-five (45) days of the Option Exercise Date or at any time prior thereto (the "Inspection Period"), Purchaser shall obtain, at its sole cost and expense, an environmental site assessment of the Property ("ESA") to determine the

existence and extent, if any, of any Hazardous Materials (as hereafter defined) on or affecting the Property, and shall provide Seller with a true and correct copy of the ESA. In the event that the ESA confirms the presence of Hazardous Materials, either Seller or Purchaser may, in its sole discretion, terminate this Agreement for environmental matters by providing written notice to the other party prior to the expiration of the Inspection Period or within thirty (30) days of the Purchaser's delivery of the ESA to Seller, whichever occurs first (the "ESA Notice Period"), in which case the parties shall be relieved of any further obligations or liabilities hereunder (except for those that survive the termination or expiration of this Agreement). Should the parties elect not to so terminate this Agreement, Seller, at Seller's sole cost and expense, shall promptly commence and diligently pursue to completion such actions as are necessary to bring the Property into full compliance with Environmental Laws (as hereafter defined) and shall provide Purchaser with documentation evidencing completion of such actions, which documentation shall be in form and substance satisfactory to Purchaser in its sole discretion. If, despite diligent efforts, Seller is unable to bring the Property into full compliance with Environmental Laws within fifty-five (55) days of the expiration of the ESA Notice Period (the "ESA Objection Cure Period"), Purchaser, in its sole discretion, may elect to: (a) repeatedly extend the ESA Objection Cure Period for up to three (3) years by written notice to Seller prior to the expiration of the immediately preceding ESA Objection Cure Period; or (b) terminate this Agreement by providing notice to Seller in accordance with paragraph 13, in which case the parties shall be relieved of any further obligations or liabilities hereunder (except for those that survive the termination or expiration of this Agreement).

In the event that the ESA confirms the presence of Hazardous Materials on or affecting the Property and the parties elect not to terminate this Agreement, Seller shall defend, hold harmless, and indemnify Purchaser (including its officers, directors, shareholders, partners, employees, members, principals, agents and representatives) and its successors and assigns (collectively, the "Purchaser Parties") from and against any and all Claims (as hereafter defined) and any and all losses, costs claims, liabilities, expenses, demands, fees and obligations that may at any time be imposed upon, incurred by, or asserted or awarded against any of the Purchaser Parties that relate to the presence of Hazardous Materials on or affecting the Property and for which Seller is legally responsible and/or of which Seller has knowledge as of the Closing.

As used herein, "Claims" means all demands, actions, causes of action, suits, proceedings, covenants, contracts, agreements, damages, claims, counterclaims, third-party claims, cross claims, contribution claims, indemnity claims, executions, judgments, losses, penalties, obligations and liabilities whatsoever, of every name, kind, type, nature or description, in law or in equity, arising under federal, state or local law or other statute, law, regulation or rule of any kind, whether known, unknown, direct, indirect, absolute, contingent, disclosed, undisclosed or capable or incapable of detection. As used herein, "Hazardous Materials" means any hazardous waste, hazardous substance, or hazardous material, as defined under any Environmental Law, or any pollutant, contaminant, radioactive or biological material or waste, or petroleum or petroleum related products or waste. As used herein, "Environmental Laws" shall mean all federal, state and local laws, including statutes, regulations, ordinances, codes, rules, judgments, orders, decrees, permits, concessions, grants, franchises, licenses, agreements and other governmental restrictions relating to the protection of the environment or human health, welfare or safety, or to the emission, discharge, seepage, release or threatened release of any contaminant, chemical, waste, irritant, petroleum product, waste product, radioactive material, flammable or corrosive substance, explosive, material containing or producing polychlorinated biphenyl, asbestos, hazardous or toxic substance, material or waste of any kind into the environment, including, without limitation, ambient air, surface water, ground water, or land including, but not limited to, the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Federal Resource and Conservation and Recovery Act of 1976, the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Federal Superfund Amendments and Reauthorization Act of 1986, Chapters 161, 253, 373, 376 and 403, Florida Statutes, Rules of the U.S. Environmental Protection Agency, Rules of the Florida Department of Environmental Protection, and the rules of the Florida water management districts now in effect.

5. Survey and Title. During the Inspection Period or at any time prior thereto, Purchaser shall obtain, at its sole cost and expense, and provide Seller with true and correct copies of an ALTA survey of the Property from a certified professional surveyor licensed in the State of Florida and acceptable to Purchaser, in its sole discretion (the "Survey"), and an ALTA title insurance commitment relative to the Property for an owner's policy of title insurance, including copies of all documents identified as Schedule B exceptions (the "Title Commitment"), from a title insurance company licensed in the State of Florida and acceptable to Purchaser, in its sole

discretion (the "Title Company"). If the Survey or Title Commitment discloses any matter(s) including, without limitation, defects in title which are not acceptable to Purchaser, in its sole discretion (The "Title Objection(s)"), Purchaser shall provide Seller with written notice of such Title Objection(s) prior to the expiration of the Inspection Period or within thirty (30) days of the receipt of the Title Commitment by Buyer, whichever occurs first, and Seller, at Seller's sole cost and expense, shall promptly commence and diligently pursue to completion correction of such Title Objection(s) within thirty (30) days of the delivery of the Title Objections to Seller (the "Title Objection Cure Period"). If, despite diligent efforts, Seller is unable to remove the Title Objection(s) within the Title Objection Cure Period, Purchaser, in its sole discretion, may elect to: (a) accept the Survey and Title Commitment in their their-current state, with a reduction in the Purchase Price in an amount mutually agreed upon by the parties; (b) accept the Survey and Title Commitment in their then-current state, with no reduction in the Purchase Price; (c) extend the Objection Cure Period to a date or dates designated by Purchaser, during which time Seller shall continue to use diligent efforts to remove the Title Objection(s); or (d) terminate this Agreement by providing notice to Seller in accordance with paragraph 13, in which case the parties shall be relieved of any further obligations or liabilities hereunder (except for those that survive the termination or expiration of this Agreement). Without limitation of the foregoing, the parties acknowledge and agree that any encroachments, severances or reservations of oil, gas or other minerals, or oil, gas or other mineral leases affecting the Property shall be deemed Title Objections, and that the lien of general real estate taxes for the then-current tax fiscal year as of the Closing shall not constitute a Title Objection.

6. Closing. The closing of the transactions contemplated by this Agreement (the "Closing") shall take place only after the later of the expiration of (a) the Inspection Period, (b) the ESA Objection Cure Period (if applicable and as extended from time to time), or (c) the Title Option Cure Period (if applicable and as extended from time to time), and prior to the expiration of six (6) months from the effective date. At Purchaser's sole option, the Closing shall occur by mail through the delivery of documents and items pursuant to escrow instructions that are consistent with this Agreement, or in the offices of the Title Company.

7. Closing Documents. The following shall collectively be referred to as the "Closing Documents."

- (a) At Closing, Seller shall execute and deliver:
 - (i) A Warranty Deed (the "Deed") in substantially the same form attached hereto and hereby incorporated by reference as Exhibit B, provided that the parties agree to modify the Deed to conform with the requirements of the State of Florida, as grantee, if applicable.
 - (ii) An affidavit against mechanics' liens and against parties in possession, and such other documents as may be required by the Title Company in order to remove standard ALTA title policy exceptions and issue an owner's policy of title insurance insuring marketable title to the Property to Purchaser.
 - (iii) Any documents necessary to cure Title Objection(s) that have not been waived by Purchaser.
 - (iv) Such authorizations, consents, and/or resolutions as may be required to demonstrate Seller's authority to execute and deliver the Closing Documents and perform the transactions contemplated thereby.
 - (v) A settlement statement.
 - (vi) Such other documents, if any, necessary to close in accordance with the terms of this Agreement and fully and completely comply with all applicable laws, customs, practices and standards in the State of Florida.

(b) At Closing, Purchaser shall execute and deliver:

- (i) Such authorizations, consents, and/or resolutions as may be required to demonstrate Purchaser's authority to execute and deliver the Closing Documents and perform the transactions contemplated thereby.
- (ii) A settlement statement.

8. Closing Costs; Real Estate Taxes. At Closing, Purchaser will pay documentary revenue stamp taxes, the cost of recording the Deed and any other recordable instruments that Purchaser and Title Company deem necessary to insure good and marketable title to the Property, and all costs associated with the Title Commitment and the issuance of an owner's title insurance policy (ALTA Form "B" with Florida revisions) insuring marketable title to the Property in the amount of the Purchase Price. At Closing, real estate taxes and assessments will be prorated between the parties for the period for which such taxes are assessed, regardless of when payable, and any taxes paid at or prior to Closing shall be prorated based upon the amounts actually paid. If taxes and assessments for the fiscal year in which Closing occurs or any prior years have not been paid before Closing, Purchaser shall be credited by Seller at the time of Closing with an amount equal to that portion of such taxes and assessments which are ratably attributable to the period before the Closing.

9. Seller's Representations and Warranties. Seller makes the following representations and warranties, each of which is true and correct as of the Effective Date and shall be true and correct at Closing, and all of which shall survive the Closing or earlier termination or expiration of this Agreement. Seller shall defend, hold harmless, and indemnify the Purchaser Parties from and against any and all Claims resulting from a breach of any of the following representations and warranties.

(a) Title to Property; Authority; Access. Seller is the sole legal owner of the Property in fee simple. The Property is not currently subject to any written or oral lease, option, agreement of sale, claim, or legal proceeding except as specifically set forth herein. Seller has the full power and authority to execute and fully perform this Agreement. There is legal and practical ingress and egress to and from the Property over public roads or by virtue of valid, recorded easements that run with the land for the use and benefit of and as appurtenances to the Property.

(b) Condition of Property. The Seller is not aware of any facts that would adversely affect the Purchaser's prospective acquisition of the Property, or that materially affect the value of the Property which could not readily be observable by Purchaser apart from such matters, if any, have been expressly disclosed to Purchaser herein.

(c) Hazardous Materials. To the best of Seller's knowledge: (i) the Property is not currently and has never been used for the manufacture, use, storage or disposal of any Hazardous Materials; (ii) no Hazardous Materials have ever been or are presently stored or located on the Property; and (iii) the Property is not currently and has never been subject to any Superfund or other lien or claim by any government regulatory agency or third party related to the release or threatened release of any Hazardous Materials and/or violation of any Environmental Laws. In the event that Hazardous Materials for which Seller is legally responsible and/or of which Seller has knowledge as of the Closing are found to exist, Seller shall, in addition to defending, holding harmless, and indemnifying the Purchaser Parties as set forth in paragraph 4 above, promptly commence and diligently pursue to completion the clean up of such Hazardous Materials in a manner consistent with all applicable Environmental Laws and at Seller's sole cost and expense.

(d) Broker. Seller has dealt with a broker, finder, or other person in connection with the sale or negotiation of the sale of the Property to Purchaser.

Sellers warrants that Seller's contract with Broker does not give rise to any claim for commission against Purchaser. Seller shall indemnify and hold the Purchaser harmless from and against any losses, damages, costs or expenses incurred by Purchaser due to a breach of the foregoing warranty by Seller.

- (e) Government Farm Programs. The Property is not enrolled in the Agricultural Market Transition Act Program, the Conservation Reserve Program, the Wetland Reserve Program or any other program of the United States Department of Agriculture. The Property is not subject to any government cost-share contracts or other agreements which restrict either the use of the Property or the modification of any improvements located thereon.

(f) Parties in Possession. No parties other than Seller are occupying, possessing, or have the right to possess all or any part of the Property.

10. Risk of Loss; Condition of Property. Seller assumes all risk of loss or damage to the Property prior to the date of Closing and represents and warrants that the Property shall be in the same or essentially the same condition at Closing as it is in as of the Effective Date, ordinary wear and tear excepted. Notwithstanding the foregoing, in the event that the condition of the Property is altered by an act of God or other natural force beyond the control of Seller, Purchaser may elect, in its sole discretion, to terminate this Agreement by providing notice to Seller in accordance with paragraph 13, in which case the parties shall be relieved of any further obligations or liabilities hereunder (except for those that survive the termination or expiration of this Agreement). In the event that the Property contains any abandoned personal property, refuse, garbage, junk, rubbish, trash and/or debris (collectively, "Refuse") as of the Effective Date, Seller, at Seller's sole cost and expense, shall promptly commence and diligently pursue to completion removal of all Refuse from the Property prior to the expiration of the Inspection Period. If, despite diligent efforts, Seller is unable to remove the Refuse from the Property prior to the Closing, Purchaser, in its sole discretion, may elect to: (a) extend the amount of time Seller has to remove the Debris from the Property; (b) terminate this Agreement by providing notice to Seller in accordance with paragraph 13, in which case the parties shall be relieved of any further obligations or liabilities hereunder (except for those that survive the termination or expiration of this Agreement); or (c) deduct the expense necessary to remove the Refuse from Seller's sale proceeds at Closing.

11. Right to Enter Property. Seller agrees that, from and after the Effective Date, Purchaser and its agents, following twenty-four (24) hours' prior notice to Seller in accordance with paragraph 13, shall have the right to enter the Property for all lawful purposes related to this Agreement including, without limitation, performing inspections of the Property relating to Purchaser's due diligence in connection with this Agreement.

12. Assignment. This Agreement and/or the right to be named as the grantee on the Deed may be assigned by Purchaser, in its sole discretion, in which event Purchaser will provide notice of such assignment to Seller in accordance with paragraph 13. Seller may not assign this Agreement without the prior written consent of Purchaser.

13. Notice. All notices, demands or other communications given hereunder shall be in writing to the addresses set forth below, and shall be deemed to have been duly delivered (a) upon the delivery (or refusal to accept delivery) by personal delivery, messenger or overnight express delivery service (or, if such date is not on a business day, on the business day next following such date) or (b) by electronic mail, provided that delivery thereof can reasonably be demonstrated to have been made and received:

If to Seller:

If to Purchaser: City of Fernandina Beach
Dale Martin, City Manager
204 Ash Street
Fernandina Beach, FL 32034
Email: dmartin@fbfl.org

Actual knowledge may obviate the need to formally give or receive notice if actual knowledge can be demonstrated by conduct or communications. Each party may change its notice address by providing notice of the new address to the other party.

14. Default. In the event that Seller defaults in the performance of any of its obligations hereunder, Purchaser, in its sole discretion, may elect to: (a) waive such default and proceed to Closing; (b) seek equitable relief to enforce specific performance of Seller's obligations hereunder; or (c) terminate this Agreement and retain any and all rights and remedies that survive termination or expiration hereunder.

15. Time. Time is of the essence with respect to each and every provision of this Agreement.

16. Severability. Should any one or more of the provisions of this Agreement be determined to be invalid, unlawful or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby and each such provision shall be valid and remain in full force and effect.

17. Binding Effect. This Agreement shall bind and inure to the benefit of Seller and Purchaser and their respective heirs, legal representatives, successors and assigns. Whenever used, the singular shall include the plural and one gender shall include all genders.

18. Entire Agreement. This Agreement, together with all Exhibits incorporated herein by reference, constitutes the sole, exclusive, and entire agreement between the parties pertaining to the subject matter described herein and supersedes all prior dealings and writings between them with respect thereto. No supplement, modification or amendment to this Agreement shall be binding unless executed in writing by the parties. Notwithstanding the foregoing, the parties acknowledge and agree that the description of the Property contained in Exhibit A is based on publicly-available Nassau County assessor records, and shall be replaced in the Closing Documents by the legal description of the Property in the Survey and Title Commitment, as approved by Purchaser, without the necessity of the parties' written amendment to this Agreement.

19. Nonwaiver. Purchaser's failure to insist upon strict performance of any covenant or condition of this Agreement, or to exercise any right or remedy herein contained, shall not be construed as a waiver or relinquishment of any rights or remedies that Purchaser may have for any preceding or succeeding breach, default, or nonperformance by Seller of any provision hereof.

20. Agreement Effective. This Agreement and any modifications, amendments or alterations hereto shall not be effective or binding upon either of the parties unless and until executed by both Seller and Purchaser.

21. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall, for all purposes, be deemed to be an original. All of such counterparts shall, when duly executed, together constitute one and the same Agreement. Facsimile and electronic signatures and a scanned PDF of the executed signature page shall have the same force and effect as executed originals.

22. Business Days. If any date, time period or deadline hereunder falls on a weekend or a state or federal holiday, then such date shall be extended to the next-occurring business day.

23. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida, without regard to its conflicts of laws rules or principles.

24. Survival. The terms of the following paragraphs of this Agreement shall survive the Closing and any termination or expiration of this Agreement: 3, 4, 5, 8, 9, and 14 through 23.

**THIS IS A LEGALLY BINDING CONTRACT.
PLEASE CONSULT WITH AN ATTORNEY PRIOR TO SIGNING.**

WITNESSES AS TO SELLER:

Kathie A Newton

Print Name: Kathie A Newton

Mary Hamburg

Print Name: Mary Hamburg

WITNESSES AS TO PURCHASER:

Print Name: _____

Print Name: _____

Phasant Run LLC
Name of Authorized Signatory

Date Signed by Seller: 9/27/2020

_____, INC.
CITY OF FERNANDINA BEACH

By:

Name: Dale Martin

Title: President **City Manager**

Date Signed by Purchaser: _____

APPROVED AS TO FORM AND LEGALITY:

[Signature]
CITY ATTORNEY

EXHIBIT A

THE PROPERTY

Nassau County, FL Assessor ID

Nos. 29-3N-28-0000-0002-0020

[TO BE REPLACED IN CLOSING DOCUMENTS BY SURVEYED LEGAL DESCRIPTION]

EXHIBIT B

WARRANTY DEED

THIS WARRANTY DEED (the "Deed") is made this ____ day of _____,
201_ (the "Effective Date"), by the _____, having an address
_____ ("Grantor") to _____, a _____ having an address of
_____ (including, without limitation, its successors and assigns, "Grantee").

WITNESSETH: That Grantor, for and in consideration of the sum of Ten And No/100 Dollars (\$10.00) paid by Grantee, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys, and confirms unto Grantee, all of Grantor's right, title, and interest in and to the following described real estate, together with the improvements thereon, if any, situated in the County of Nassau and State of Florida, to wit:

[insert legal description (the "Property")].

SUBJECT TO all easements, restrictions, reservations and limitations of record, if any.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the same, together with all rights and appurtenances to the same, belonging unto the Grantee, and to its successors and assigns forever. And Grantor does hereby covenant to and with Grantee that Grantor is lawfully seized of the Property in fee simple, that Grantor has good right and lawful authority to sell and convey the Property, and that Grantor hereby fully warrants the title to the Property and will defend the same from all claims whatsoever.

Ad valorem taxes for the current year having been prorated as of the date hereof, payment thereof is expressly assumed by Grantee, as evidenced by Grantee's acceptance of the delivery hereof and the recordation hereof in the Real Property records of Nassau County, Florida.

IN WITNESS WHEREOF, the undersigned Grantor has executed this Deed as of the Effective Date.

Signed, Sealed and Delivered in the presence of:

Print Name: _____

Name

Print Name: _____

State of Florida)

)ss.

County of Nassau)

The foregoing instrument was acknowledged before me this ____ day of _____, 201_, by _____, to me personally known, who, being by me duly sworn, acknowledged said instrument to be his free act and deed.

WITNESS my hand and official seal as of the day and year first above written.



Notary Public

Name: _____

My commission expires: _____

*Please affix stamp in area
designated above*



AMERICA

FOREVER

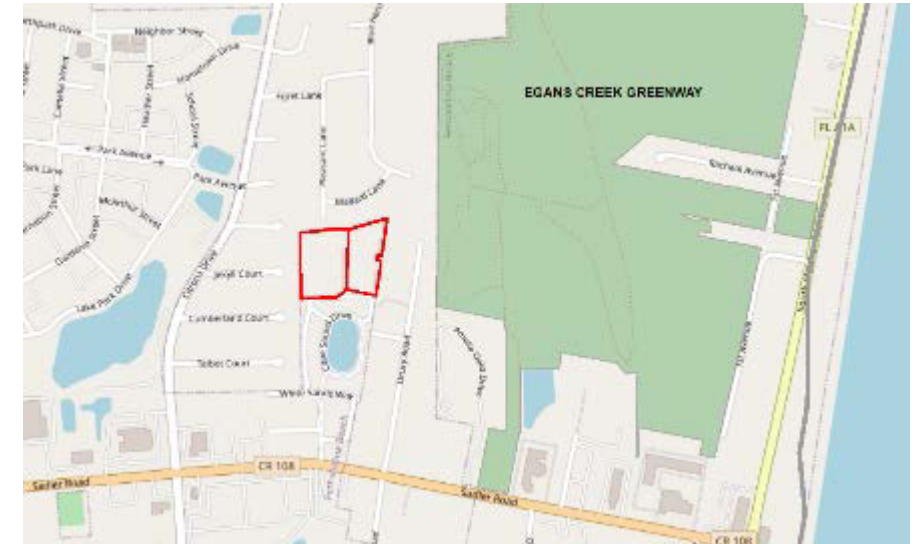
Forever Starts TODAY

Pheasants Run – 5.3 acres

Rebecca Perry, Director of Real Estate and Community Conservation Planning

- 15 years of Acquisition Experience with The Nature Conservancy
- Started with NFLT in 2018 as the Associate Director of Land Protection
- Promoted this year
- She is responsible for land transactions and stakeholder relationships across NFLT's service area.





Pheasants Run

- 5.3 acres on tributary to Egans Creek Greenway
- Mesic Hammock Forest
- Avoids 11-16 septic tanks

Pheasants Run

- Part of the drainage network of Egans Creek
- Drainage Easement being worked out for property to preclude area flooding





Pheasants Run in Context



CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Resolution 2020-170
Special Event Approval

ITEM TYPE: Resolution (w/o fiscal impact)

REQUESTED ACTION: Consider Resolution 2020-170

SYNOPSIS: On October 20, 2020, the City Commission directed the City Attorney to draft a resolution authorizing certain annual special events be permitted in downtown Fernandina Beach for the remainder of the 2020 calendar year during the Covid-19 pandemic with certain conditions to be attached for the protection of the health and safety of participants, and the events include:

- 1) Veterans' Day Parade;
- 2) City Christmas Tree Lighting;
- 3) Lighted Christmas Parade; and
- 4) New Year's Eve Shrimp Drop.

FISCAL IMPACT: n/a

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2020-170.

Tammi E. Bach, City Attorney 10/21/2020
Dale L. Martin, City Manager 10/23/2020
Tammi E. Bach, City Attorney 10/26/2020

Date: October 21, 2020

Submitted By: Katie Newton, Legal Assistant

COMMISSION ACTION: Adopt

RESOLUTION 2020-170

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING CERTAIN SPECIAL EVENTS WITH CONDITIONS FOR THE REMAINDER OF THE 2020 CALENDAR YEAR; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on October 20, 2020, the City Commission directed the City Attorney to draft a resolution authorizing certain annual special events be permitted in downtown Fernandina Beach for the remainder of the 2020 calendar year during the Covid-19 pandemic with certain conditions to be attached for the protection of the health and safety of participants.

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

SECTION 1. The City Commission hereby authorizes and approves the following special events be permitted in downtown Fernandina Beach during the Covid-19 pandemic with precautions and conditions to be determined by the City Manager in consultation with the Florida Department of Health for the protection of the health and safety of participants:

- 1) Veterans' Day Parade;
- 2) City Christmas Tree Lighting;
- 3) Lighted Christmas Parade; and
- 4) New Year's Eve Shrimp Drop.

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

ADOPTED this 4th day of November, 2020.

CITY OF FERNANDINA BEACH

John A. Miller
Commissioner - Mayor

ATTEST:

APPROVED AS TO FORM & LEGALITY:



Caroline Best
City Clerk

Tammi E. Bach
City Attorney

ORDINANCE 2020-42

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AMENDING THE LAND DEVELOPMENT CODE (LDC) TO UPDATE THE FHB AIRPORT ARCHITECTURE AND BUILDING STANDARDS REFERENCE DOCUMENT, ADDING DEFINITION OF RACETRACK IN SECTION 1.00.07 AND MAKING RACETRACKS PROHIBITED AS PRINCIPAL AND ACCESSORY USES IN SECTIONS 2.03.03 AND 2.03.03, MODIFYING STANDARDS FOR STORMWATER MANAGEMENT DESIGN BY STRIKING DESIGN BASIS IN SECTION 7.03.03(E) AND ADDING A REFERENCE TO SECTION 3.05.03, AND AMENDING SECTIONS 3.05.02 AND 3.05.03 TO INCLUDE STORMWATER DESIGN REQUIREMENTS, MODIFYING SECTION 8.01.01 (D) TO INCLUDE REVIEW HDC REVIEW OF PROPOSED REUSE OF STRUCTURES AND TO ADD SUBSECTION 8.01.01 (D) (12) REVIEW OF EXTERIOR MOUNTED MODERN DEVICES, TO ADD SECTION 8.01.01 (G) PROVIDING REVIEW STANDARDS FOR PLACEMENT OF EXTERIOR MOUNTED MODERN DEVICES AND AMENDING SECTION 8.03.03 (B) CERTIFICATE OF APPROVAL MATRIX TO INCLUDE REVIEW OF EXTERIOR MOUNTED MODERN DEVICES AS PROVIDED IN THE SUBSECTION, TO PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fernandina Beach has applied for LDC text amendments to modify requirements for various items addressing City Commission direction for changes and to update for minor errors, inconsistencies, and the reference document for FHB airport architectural and building standards; and

WHEREAS, the City Commission adopted a unified Land Development Code (LDC) on September 5, 2006, which became effective on October 1, 2006; and

WHEREAS, the City's adopted 2030 Comprehensive Plan directs changes to the Land Development Code for consistency with State Laws and current planning methods for growth and economic development; and

WHEREAS, the Planning Advisory Board (PAB), acting as the City's Local Planning Agency, considered the application at its Regular Meetings on Wednesday, August 12, 2020 and September 9, 2020, and issued a recommendation of approval; and

WHEREAS, notice of public hearing on such Land Development Code amendments was published in the News Leader, a newspaper of general circulation in Fernandina Beach, Nassau County, Florida, on July 31, 2020.

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

SECTION 1. PURPOSE AND INTENT. The City Commission finds that the amendments, attached hereto as Exhibit "A," amending applicable LDC Sections and Exhibit "B" containing the amended FHB Airport Architectural and Building Standards.

SECTION 2. SEVERABILITY. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any Court of competent jurisdiction, the holding must in no way affect the validity of the remaining portions of this Ordinance.

SECTION 3. This Ordinance will become effective immediately upon enactment.

ENACTED this ____th day of _____, 2020.

CITY OF FERNANDINA BEACH

JOHN A. MILLER
Mayor - Commissioner

ATTEST:

APPROVED AS TO FORM AND LEGALITY:



CAROLINE BEST
City Clerk

TAMMI E. BACH
City Attorney

ORDINANCE 2020-42
EXHIBIT “A”

LAND DEVELOPMENT CODE TEXT AMENDMENTS: TO ADD DEFINITION IN SECTION 1.07.00 FOR RACETRACK, MODIFYING SECTION 2.03.02 AND 2.03.03 TO INCLUDE USE AS AN RACETRACK WITH A LISTING OF “PROHIBITED.”

Existing Language: None- New language added as follows.

Rationale: Directed by City Commission in August 2019 to eliminate possible future consideration of this type of use within the City of Fernandina Beach.

Racetrack: A facility consisting of a paved or unpaved surface used for any type of racing or driving. A racetrack may or may not include seating, concession areas, suites, and parking facilities. This definition shall also include any facility used for simulated racing or driving conditions (test tracks, “shakedown” tracks, or other similar facilities). Racetracks are prohibited in all zoning districts except as a permitted special event or through an approved facility use agreement.

Adding Racetrack to Tables 2.03.02 and 2.03.03 with no zoning districts making the use prohibited throughout the City

LAND DEVELOPMENT CODE TEXT AMENDMENTS: TO MODIFY STANDARDS FOR STORMWATER MANAGEMENT DESIGN BY STRIKING DESIGN BASIS IN SECTION 7.03.03(E) AND ADDING A REFERENCE TO SECTION 3.05.03, AND AMENDING SECTIONS 3.05.02 AND 3.05.03 TO INCLUDE STORMWATER DESIGN REQUIREMENTS.

Rationale: Consolidating stormwater design requirements from Section 7.03.03 (E) into Section 3.05.03 for all subdivisions, multifamily, commercial, industrial, and institutional projects.

LDC Section Reference: 3.05.03 and 7.03.03

Proposed Revisions: 3.05.02 Applicability and Exemptions

- A. All proposed development, except as specifically described in this section, shall must comply with the standards and criteria set forth in Section 3.05.00.
- B. No drainage system, whether natural or manmade, shall must be altered, designed, constructed, abandoned, restricted, or removed without prior written approval of the City and all appropriate State and federal agencies.
- C. The following activities may alter or disrupt existing stormwater runoff patterns, and unless specifically exempted under Section 3.05.02(D) below, shall must be authorized only through issuance of a ~~stormwater management~~ site work permit prior to initiation of development:
 - 1. Clearing and/or drainage of land prior to construction of a project;
 - 2. Altering the shoreline or bank or any surface water body; or
 - 3. Altering any ditches, dikes, terraces, berms, swales, or other water management facilities.
- D. The following development activities are exempt from the requirements of this section:

1. Single-family dwellings and associated accessory structures, provided they are within a subdivision having a valid stormwater management permit and properly operating stormwater management systems designed and sealed by an engineer;
2. Additions, accessory structures, and single family homes under 625 square feet; and
3. Emergencies requiring immediate action to prevent material harm or danger to persons, when obtaining a permit is impractical and would cause undue hardship in protection of property from fire, violent storms, hurricanes, or other hazards. A report of the emergency ~~shall~~ must be made to the City Manager as soon as practicable

3.05.03 Standards for Stormwater Management

- A. All development ~~shall~~ must comply with the specifications, standards of design, and detailed technical requirements provided in the manuals adopted by reference in Chapter 1.
- B. No subdivision ~~shall~~ must be platted, nor ~~shall~~ must construction commence for any single-family, multi-family, commercial, industrial, or institutional project, until the drainage design for such project has been approved by the City, and proof of permit from the SJRWMD, and the USACOE, if applicable, ~~and the Amelia Island Mosquito Control District,~~ has been provided to the City.
- C. The drainage design plans for the project ~~shall~~ must be prepared, signed, and sealed by a Florida registered professional engineer.
- D. All drainage facilities and easements ~~shall~~ must be documented to ensure the City that capacity and right-of-way are adequate from the source, through the development, to the receiving body of water, without adversely affecting upstream or downstream properties. Any improvements or increase in capacity of those facilities required to keep the project in compliance with all applicable regulations ~~shall~~ must be made at the expense of the applicant.
- ~~E. All subdivisions and multi-family, commercial, industrial, and institutional projects shall provide for retention of stormwater within the boundaries of the project.~~
- E. Design basis
 1. All subdivisions and multi-family, commercial, industrial, and institutional projects must provide for retention or detention of stormwater within the boundaries of the project.
 - a. For projects within areas designated for zero discharge, storage must accommodate a ten (10) year, twenty-four (24) hour storm event.
 - b. For all other areas, retention must accommodate the greater of the first one-half (½) inch of stormwater within the boundaries of the project, or the first one (1) inch of storm flow from all roofs, sidewalks, paved surfaces, and parking areas (at 100 percent runoff), whether paved or not.
 - c. The project must also provide detention for all stormwater flows.
 - d. Detention must prevent peak flows after development from exceeding the peak flow prior to development.
 - e. Retention or detention areas for multi-family, commercial, industrial, and institutional projects must not be located in public road rights-of-way or within single-family zoning districts.

2. All floor slab elevations must be constructed in accordance with City of Fernandina Beach Floodplain ordinance requirements
 - a. Unless the drainage master plan dictates higher levels, in areas where the floodplain has been established under the requirements of the FEMA or the National Flood Insurance Program, the level must comply with such requirements.
 - b. In all other areas, floor slab levels must be constructed to the elevations specified in the engineer of record's approved drainage plan.
 - c. If no drainage plan exists, or if the plan predates this chapter, the floor level must be at least eighteen (18) inches above the roadway unless otherwise approved by the City.
3. Where a development includes a retention basin in the drainage system, the basin must be located in such a manner as to minimize damage when the design storm is exceeded.
 - a. A minimum of twenty (20) feet of drainage right-of-way must be set aside to allow for ingress and egress, and a continuous maintenance berm must be provided around the perimeter of the retention basin.
- F. Rainfall and runoff criteria
 1. The system or project must be designed for design floods resulting from rainstorms of the following expected frequencies or greater:
 - a. Ten (10) year, twenty-four (24) hour intervals for all drainage except floodways, street inlets, and cross drains.
 - b. Floodway and receiving body of water flood conditions as shown for 100 years' duration storm in the FEMA flood insurance study, latest edition.
 - c. Five (5) year, twenty (20) minute intervals for street inlets and cross drains.
 2. Ultimate land usage must be assumed for selection of proper runoff coefficients within the basins involved. Weighted runoff coefficients must be applied where different coefficients apply within the areas comprising the basin.
- G. ~~F.~~ Drainage map for all subdivisions and multi-family, commercial, industrial, and institutional projects:
 1. The project engineer ~~shall~~ must include in the construction plans a master drainage map showing all existing and proposed features. Where projects are located within an Area of Special Flood Hazard, the engineer ~~shall~~ must prepare plans as consistent with the requirements of the City's Floodplain Management Ordinance. The map ~~shall~~ must be prepared on a scale not to exceed one (1) inch equals 200 feet. As a minimum, it ~~shall~~ must include:
 - a. The limits of the drainage basin or sub-basin
 - b. Topography of the project
 - c. Topography between the project and the receiving body of water, or the receiving City-, County- or State-owned drainage facility
 - d. Topography of adjacent property as necessary to establish flow patterns
 - e. Existing points of entry of water from adjacent property
 - f. Points of discharge of water from the project
 - g. Limits of fill required to construct facilities
 - h. Finished floor slab elevations and minimum elevation of the bottom of floor framing for each structure to accommodate the 100-year flood elevation

- i. Location of National Flood Insurance Program rate map flood zones; and
 - j. Soil profiles, using the USDA soil classification method, to be performed on sufficient areas throughout the project to provide adequate information on the overall suitability of the proposed drainage plan.
- 2. With respect sections 3.05.03(F)(1)(a),(c) and (d), if a project fronts on an approved public or private road and the applicant can demonstrate to the satisfaction of the City that no drainage will be discharged from the project onto any adjacent property, these items may be waived. No waiver of any kind will relieve the applicant of responsibility or liability from damage caused by increased runoff from his project.
- H. ~~G.~~ All single-family home projects that are not part of a subdivision with a designed stormwater system ~~shall~~ must provide for retention or detention of stormwater within the boundaries of the project.
 - 1. Projects that are located outside of a subdivision, but in an area with an available engineered stormwater system ~~shall~~ must ensure that stormwater is properly routed to the stormwater structures.
 - 2. Design options for single-family home new construction and additions over 625 square feet:
 - a. Provide engineered solution as completed by an engineer, and/or
 - b. Utilize low impact development (LID) techniques such as rainwater harvesting, roof downspout disconnection, rain gardens, green roofs, trenches and chambers, bioretention, vegetated filter strips, permeable pavement, enhanced grass swales, dry swales, and perforated pipe systems.
- I. ~~H.~~—Drainage during construction
 - 1. All off-site drainage entering the property prior to the commencement of construction ~~shall~~ must be maintained through the construction period.
 - 2. Approved silt barriers in compliance with Section 3.01.05 ~~shall~~ must be placed to prevent silt, erosion, or other pollutants from leaving the site. If off-site siltation occurs, it ~~shall~~ must be halted immediately, or all work ~~shall~~ must cease until the silting is stopped.
- J. ~~I.~~—Maintenance of drainage facilities after construction
 - 1. All private drainage facilities within an approved subdivision, multi-family, commercial, industrial, or institutional project ~~shall~~ must be continuously and properly maintained by a required homeowners' association, the developer, or another entity approved by the City in an enforceable development order and designated in the construction permit application.
 - 2. Drainage facilities for private single-family residential properties ~~shall~~ must be continuously and property maintained by the property owner. Such maintenance ~~shall~~ must continue for the life of the property as developed under this section even upon transfer of ownership.
- K. ~~K.~~—Where feasible, stormwater management systems ~~shall~~ must be designed to provide landscape irrigation for the development.

7.03.03 Standards for Stormwater Management

- A. All development ~~shall~~ must comply with the specifications, standards of design, and detailed technical requirements provided in the manuals adopted by reference in Chapter 1.
- B. No subdivision ~~shall~~ must be platted, nor ~~shall~~ must construction commence for any single-family, multi-family, commercial, industrial, or institutional project, until the drainage design for such project has been approved by the City, and proof of permit from the SJRWMD, the USACOE, if applicable, and the Amelia Island Mosquito Control District, has been provided to the City.
- C. The drainage design plans for the project ~~shall~~ must be prepared, signed, and sealed by a Florida registered professional engineer.
- D. All drainage facilities and easements ~~shall~~ must be documented to ensure the City that capacity and right-of-way are adequate from the source, through the development, to the receiving body of water, without adversely affecting upstream or downstream properties. Any improvements or increase in capacity of those facilities required to keep the project in compliance with all applicable regulations ~~shall~~ must be made at the expense of the applicant.

E. Stormwater Management systems shall must be designed in accordance with LDC Section 3.05.03. Design basis

~~1. All subdivisions and multi-family, commercial, industrial, and institutional projects shall provide for retention of stormwater within the boundaries of the project.~~

- ~~a. For projects within areas designated for zero discharge, storage shall accommodate a ten (10) year, twenty-four (24) hour storm event.~~
- ~~b. For all other areas, retention shall accommodate the greater of the first one-half (1/2) inch of stormwater within the boundaries of the project, or the first one (1) inch of storm flow from all roofs, sidewalks, paved surfaces, and parking areas (at 100 percent runoff), whether paved or not.~~
- ~~c. The project shall also provide detention for all stormwater flows.~~
- ~~d. Detention shall prevent peak flows after development from exceeding the peak flow prior to development.~~
- ~~e. Retention or detention areas for multi-family, commercial, industrial, and institutional projects shall not be located in public road rights-of-way or within single-family zoning districts.~~

~~2. All floor slab elevations shall be constructed at least one (1) foot higher than the 100-year flood level.~~

- ~~a. Unless the drainage master plan dictates higher levels, in areas where the floodplain has been established under the requirements of the FEMA or the National Flood Insurance Program, the level shall comply with such requirements.~~
- ~~b. In all other areas, floor slab levels shall be constructed to the elevations specified in the engineer of record's approved drainage plan.~~
- ~~c. If no drainage plan exists, or if the plan predates this chapter, the floor level shall be at least eighteen (18) inches above the roadway unless otherwise approved by the City.~~

~~3. Where a development includes a retention basin in the drainage system, the basin shall be located in such a manner as to minimize damage when the design storm is exceeded.~~

~~a. A minimum of twenty (20) feet of drainage right-of-way shall be set aside to allow for ingress and egress, and a continuous maintenance berm shall be provided around the perimeter of the retention basin.~~

F. Rainfall and runoff criteria

- ~~1. The system or project shall be designed for design floods resulting from rainstorms of the following expected frequencies or greater:
 - a. Ten (10) year, twenty-four (24) hour intervals for all drainage except floodways, street inlets, and cross drains.
 - b. Floodway and receiving body of water flood conditions as shown for 100 years' duration storm in the FEMA flood insurance study, latest edition.
 - c. Five (5) year, twenty (20) minute intervals for street inlets and cross drains.~~
- ~~2. Ultimate land usage shall be assumed for selection of proper runoff coefficients within the basins involved. Weighted runoff coefficients shall be applied where different coefficients apply within the areas comprising the basin.~~

G. Drainage map

- ~~1. The project engineer shall include in the construction plans a master drainage map showing all existing and proposed features. The map shall be prepared on a scale not to exceed one (1) inch equals 200 feet. As a minimum, it shall include:
 - a. The limits of the drainage basin or sub-basin;
 - b. Topography of the project;
 - c. Topography between the project and the receiving body of water, or the receiving City, County or State-owned drainage facility;
 - b. Topography of adjacent property;
 - c. Existing points of entry of water from adjacent property;
 - d. Points of discharge of water from the project;
 - e. Limits of fill required to construct facilities and to prevent minimum flooding of future dwelling units, except that no filling for construction will be permitted in the 100-year floodplain;
 - f. Finished floor slab elevations and minimum elevation of the bottom of floor framing for each structure to accommodate the 100-year flood elevation;
 - g. Location of National Flood Insurance Program rate map flood zones; and
 - h. Soil profiles, using the USDA soil classification method, to be performed on sufficient areas throughout the project to provide adequate information on the overall suitability of the proposed drainage plan.~~
- ~~2. With respect to Sections 7.03.03(G)(1)(a),(c), and (d), if a project fronts on an approved public or private road and the applicant can demonstrate to the satisfaction of the City that no drainage will be discharged from the project onto any adjacent property, these items may be waived. No waiver of any kind will relieve the applicant of responsibility or liability from damage caused by increased runoff from his project.~~

H. Drainage during construction

- ~~1. All off-site drainage entering the property prior to the commencement of construction shall be maintained through the construction period.~~
- ~~2. Approved silt barriers shall be placed to prevent silt, erosion, or other pollutants from leaving the site. If off-site siltation occurs, it shall be halted immediately, or all work shall cease until the silting is stopped.~~

I. Maintenance of drainage facilities after construction

~~All private drainage facilities shall be continuously and properly maintained by a required homeowners' association, the developer, or another entity approved by the City in an enforceable development order and designated in the construction permit application.~~

J. Use of stormwater for irrigation

~~Where feasible, stormwater management systems shall be designed to provide landscape irrigation for the development.~~

LDC Section References: LAND DEVELOPMENT CODE TEXT AMENDMENTS: CITY OF FERNANDINA BEACH, FLORIDA REQUESTS LAND DEVELOPMENT CODE TEXT AMENDMENTS TO MODIFYING SECTION 8.01.01 (D) TO INCLUDE REVIEW HDC REVIEW OF PROPOSED REUSE OF STRUCTURES AND TO ADD SUBSECTION 8.01.01 (D) (12) REVIEW OF EXTERIOR MOUNTED MODERN DEVICES, TO ADD SECTION 8.01.01 (G) PROVIDING REVIEW STANDARDS FOR PLACEMENT OF EXTERIOR MOUNTED MODERN DEVICES AND AMENDING SECTION 8.03.03 (B) CERTIFICATE OF APPROVAL MATRIX TO INCLUDE REVIEW OF EXTERIOR MOUNTED MODERN DEVICES AS DEFINED IN THE SUBSECTION WITH DELEGATION TO EITHER STAFF OR BOARD REVIEW AND APPROVAL.

Rationale: The City Commission directed PAB consideration of LDC amendments at its regular meeting June 2, 2020. The Historic District Council has indicated that regulation specifically for TV screens is something which needs to be quickly addressed in LDC revisions. Staff proposes the changes to address concerns raised by providing authority for HDC review of these improvements at the time of new construction and where they are requested through a change of use or new ownership that this be addressed at the staff level. To meaningfully regulate exterior mounted modern devices (i.e. TVs), the Building Official has requested amendments to Chapter 1 of the Florida Building Code which will require City issued permits for exterior mounted televisions. This change appears in ordinance at 1st reading on August 18, 2020 and will apply city-wide.

Language:

8.01.00 Standards for Development in the Historic Districts and Community Redevelopment Area

8.01.01 Historic District Overlays

8.01.01.01 Standards for Development in the Historic District Overlays

- A. The review of proposed development within the Historic District Overlays shall must be based upon the latest edition of *Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings* from the U.S. Secretary of Interior.
- B. The review of proposed development within the Historic District Overlay shall must also be based upon compliance with the Downtown Historic District

Guidelines, dated December 1999, as amended from time to time. The review of proposed development within Old Town ~~shall~~ must be based upon compliance with the Old Town Preservation and Development Guidelines, dated June 1999, as amended from time to time.

- C. In addition to standards applicable to the underlying zoning district, new construction within the Historic District Overlay ~~shall~~ must be compatible with the existing character of the landmark or the district. Compatible design means architectural design and construction that will fit harmoniously into the district or the landmark site. New construction ~~shall~~ must be compatible in scale, materials, and quality of construction with adjacent buildings and structures that have been designated.
- D. The following features must be considered by the Historic District Council in the evaluation of proposed new construction, as such features comply with the guidelines referenced in Section 8.01.01.01(A) and (B) above:
1. Scale, including height and width;
 2. Setbacks;
 3. Orientation and site coverage;
 4. Alignment, rhythm, and spacing of buildings;
 5. Form and detail, considering the link between old and new buildings;
 6. Maintaining materials within the district or on the landmark site;
 7. Maintaining quality within the district or on the landmark site;
 8. Facade proportions and window patterns;
 9. Entrances and porch projections;
 10. Roof forms; ~~and~~
 11. Horizontal, vertical, or non-directional emphasis; ~~and~~
 - 12. Electrical or mechanical systems, garbage collection facilities, and exterior mounted modern devices as provided herein.**
- E. Fences proposed within designated historic districts ~~shall~~ must be compatible with the historic style and character of the district, ~~shall~~ must not be vinyl, and ~~shall~~ must require a certificate of appropriateness, as set forth in Chapter 11.
- F. For properties within the boundaries of the Historic District, CRA, and Old Town: All rooftop mechanical equipment ~~shall~~ must be screened from view to adjacent properties and rights-of-way by utilizing parapets or other screening elements that are integrated into the overall architecture of the structure and constructed using materials and methods that are consistent with those used on the building.

- G. Exterior mounted modern devices such as televisions, monitors, or projection screens must be designed and installed to be directed and visibly shielded away from all public rights-of-way and any residentially zoned or used adjoining properties.

Table 8.03.03 (B). Certificate of Approval Matrix

	CONTRIBUTING		NON-CONTRIBUTING	
ACTION	STAFF	HDC	STAFF	HDC
ACCESSORY DWELLINGS		X		X
ADDITIONS				
1. Not visible from the street AND 20% or less of the existing building's square footage		X	X	
2. All other additions		X		X
AUTOMATED TELLER MACHINES (ATMs)		X		X
CANVAS AWNINGS	X		X	
CARPORTS (ADDITION OR ENCLOSURE)		X	X	
CHANGES TO BOARD-APPROVED PLANS		X		X
DECK, PATIOS, PERGOLAS				
1. With a structure		X	X	
2. Without a structure		X	X	
3. Not visible from right-of-way (with or without structure)	X		X	
DEMOLITIONS				
1. 10% or less of non-historic addition	X		X	
2. All other demolitions		X		X
DOORS + GARAGE DOORS				
1. Same materials, style, or size	X		X	
2. Change in materials or style	X		X	

	CONTRIBUTING		NON-CONTRIBUTING	
ACTION	STAFF	HDC	STAFF	HDC
3. Change in openings on main façade		X		X
4. Change in openings on a secondary façade		X	X	
DRIVEWAYS + SIDEWALKS	X		X	
<u>DUMPSTER SCREENING FOR GARBAGE COLLECTION</u>	<u>X</u>		<u>X</u>	
GARAGES (ATTACHED OR DETACHED)		X		X
EXTENSION OF CERTIFICATE OF APPROVAL	X		X	
<u>EXTERIOR MOUNTED MODERN DEVICES SUCH AS, TELEVISIONS, MONITORS, OR PROJECTION SCREENS</u>		<u>X</u>		<u>X</u>
EXTERIOR WALL FINISH				
1. Removal of non-historic vinyl/aluminum/asbestos siding (if original surface is salvageable or if replacement material matches structure's original exterior finish)	X		X	
2. All other finishes (including painting of originally unpainted surface)		X	X	
EXISTING DOCKS (WITH OR WITHOUT A STRUCTURE)	X		X	
FENCES + WALLS	X		X	
MECHANICAL SYSTEMS (WITH VISUAL IMPACT)	X		X	
PAINTING	X		X	
POOLS, POOL ENCLOSURES, IN-GROUND HOT TUBS		X		X
PORCHES				
1. Open an enclosed porch		X	X	
2. Enclose a porch on the main façade		X		X

	CONTRIBUTING		NON-CONTRIBUTING	
ACTION	STAFF	HDC	STAFF	HDC
3. Enclose a porch on a secondary façade		X	X	
PUBLIC (GOVERNMENT AGENCY) PROJECTS		X		X
RELOCATION		X		X
REPAIRS + MAINTENANCE (MATCH EXISTING)	X		X	
ROOF				
1. Same material and shape	X		X	
2. Change in material	X		X	
3. Change in shape and/or height		X		X
SCREEN DOORS				
1. Primary Entrance		X	X	
2. Secondary Entrance	X		X	
SIGNAGE	X		X	
SHEDS (up to 150 square feet)				
1. Custom-designed	X		X	
2. Pre-fabricated		X	X	
SHUTTERS (including temporary storm shutters/awnings)	X		X	
SKYLIGHTS		X	X	
SOLAR COLLECTORS		X		X
STORM WINDOWS AND DOORS	X		X	
VARIANCES		X		X
WIND GENERATORS		X		X
WINDOWS				

	CONTRIBUTING		NON-CONTRIBUTING	
ACTION	STAFF	HDC	STAFF	HDC
1. Same materials, style, or size	X		X	
2. Change in materials or style	X		X	
3. Change in openings on main façade		X		X
4. Change in openings on a secondary façade	X		X	
	STAFF		BOARD	
NEW CONSTRUCTION			X	
LANDSCAPING (NEW CONSTRUCTION ONLY)		X		
LIGHTING (NEW CONSTRUCTION ONLY)		X		
PARKING MATERIALS (NEW CONSTRUCTION ONLY)		X		

Architecture and Building
Design Standards for Development on the Airport
(Included within Land Development Code by Reference)

For purposes of this document the City shall be the City of Fernandina Beach and the airport shall be Fernandina Beach Municipal Airport.

These architecture and building design standards shall be applied to airport construction or improvement on or within Fernandina Beach Municipal Airport property boundary as shown on Figure 2 18 of the Airport Master Plan dates September 2015 the most Airport Master Plan adopted by the City of Fernandina Beach and concurred upon by the Federal Aviation Administration. These design standards have been incorporated by reference into the Airport Overlay section of the City of Fernandina Beach Land Development Code. The City of Fernandina Beach Land Development Code applies to all tenant and lessee construction on the Airport. These design standards are used by the City's Technical Review Committee (TRC) as its basis for beginning the approval process for any construction on the Airport. All construction must meet current adopted Florida Building Codes, City Building Ordinances, and National Fire Prevention Association (NFPA) requirements. In cases of conflict with other City codes or regulations, the more stringent provisions shall apply.

Approvals and Submittals Required:

1. No building nor any improvement shall be erected, placed, or altered on any building site at the Airport until the plans for such building or improvement, including site plan, landscape plan, building plans and specifications have been approved by the City.
2. Approval or disapproval of such plans shall be with respect to conformity with these restrictions and other applicable ordinances and requirements of the City and with respect to harmony of external design and land use as it effects property within and adjacent to the Airport.
3. Building plans shall be in conformance with all Federal, State, County and City laws and ordinances, and shall conform to the most recent FAA approved Airport Layout Plan.
4. An FAA Form 7460, *Notice of Proposed Construction*, shall be submitted to FAA for review and shall be approved by the FAA prior to start of construction.
5. No construction, including site improvements, shall be undertaken without first receiving all applicable City Land Development Orders.
6. Submittal requirements for review include a site plan, landscaping plan, and building plan and shall also include the following components listed below and/or any other submittals referenced within these design standards:
 - a. Drainage plan indicating predevelopment flow and contours/elevations of proposed development parcel as well as adjacent parcel(s).
 - b. Roof drainage and a soil erosion control plan shall be indicated on plan submittal.
 - c. For hangar development, a proposed thickness and weight bearing of the hangar floor shall be indicated on the site plan, and shall be of sufficient thickness/weight bearing for the largest aircraft that could use the hangar.
 - d. All antennas, satellite dishes, and similar equipment shall be indicated on the site plan to include proposed location and height.

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- e. Proposed signage shall be indicated on the site plan and shall specify sign placement, height, and design.
- f. All plan submittals shall include sufficient detailed information on all utility designs and design loads.
- g. The location of any proposed outside storage areas shall be indicated on a site plan with proposed screening materials.
- h. Plan submittals shall include proposed exterior lighting location and light intensity.
- i. A vehicle parking plan shall be identified on the site plan in compliance with requirements outlined further within these design standards.

Variances:

The City, through the Board of Adjustments, shall consider and may grant a variance to these covenants, conditions and restrictions. Request for variance must include a full explanation as to why these codes or requirements cannot be fully met.

Occupancy:

No occupancy of any building shall be permitted before the building is completed and a certificate of occupancy is issued.

Setbacks:

- 1. The City will determine setback distances for construction based on FAA advisory circulars and/or regulations, the most recent FAA approved Airport Layout Plan and other City regulations that may be enacted from time to time.
- 2. No part or portion of any building shall be erected, constructed, or extended into any setback area.
- 3. No building construction equipment or materials shall be staged, placed, or operated in a manner that impedes the movement of aircraft along taxilanes or taxiways or encroaches into a safety or object free areas without the prior permission of the City.
- 4. The minimum building setback shall be 25 feet from any adjacent ground lease boundary.
- 5. ~~4. Minimum building separation requirements shall be complied with as set forth by the current-State of Florida-adopted version of the National Fire Protection Agency (NFPA) 409, *Standard on Aircraft Hangars*, irrespective of ground lease boundary line location.~~
- 6. ~~5. Adjoining hangars sharing a common center wall shall be built by the same lessee. Such hangars shall have a minimum 25-foot side building setback on all unattached sides from the ground lease boundary line.~~

Drainage:

- 1. A drainage plan shall be submitted indicating pre-development stormwater flow, contours/elevations of the proposed development site, and elevations of adjacent property or parcels.
- 2. Drainage shall not negatively impact adjacent properties or leaseholds and shall flow into the airport's natural or developed drainage.
- 3. The elevation of the lot shall not be changed so as to materially affect the drainage pattern of the surrounding lots.
- 4. Drainage from roofs shall not create erosion or affect adjacent properties or leaseholds. Perimeter roof drainage with gutter and downspouts shall be required.
- 5. Roof drainage and a soil erosion control plan shall be indicated on plan submittal.

Hangars/Buildings:

- 1. Aircraft hangars constructed under these standards shall only be for use or uses authorized under a ground lease from the City. Stand-alone non-hangar buildings within the area of the airport designated

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as aeronautical use on the most recent FAA approved Airport Layout Plan shall only be used for an aeronautical use approved under a ground lease from the City.

2. Outbuildings may be permitted as an ancillary to the primary building. An outbuilding must be attached or in near proximity to the primary building. Such outbuildings must be directly related to the operation of the primary building and limited to office(s), storage area, or related work area.
3. For multiple nested hangars with no direct road access, such as T-Hangars, the location of the hangar door designates the front of the building. For stand-alone hangars constructed on a named access road, the front of building shall be the side facing the nearest access road upon which the address is affixed.
4. The minimum bulk hangar size allowed shall be 1,600 square feet, unless otherwise approved by the City Manager or designee subject to grant assurances provided to the FAA and FAA regulations, and may be private or City construction.
5. T-hangars shall only be constructed by the City, unless awarded to an individual or corporation under a competitive selection process conducted by the City.
6. All hangars must have a concrete finished and sealed floor. The proposed thickness and weight bearing of the floor must be indicated on the site plan and be sufficient for the largest aircraft that could use the hangar.
7. Any hangar constructed, unless an individual hangar or separated hangar units within a structural building and built for non-commercial use only and not exceeding 2,000 square feet per unit or individual hangar, requires an oil/water separator to discharge water and oil by-products, as appropriate, into either a sanitary sewer or into a holding tank.
8. Hangars/buildings shall meet all appropriate fire codes for the proposed use of the building.
9. No residential occupancy is permitted within any building constructed on airport property.
10. Maximum building height is 45 feet or an elevation lower than imaginary surfaces outlined in Federal Regulation Title 14 Part 77, *Safe, Efficient Use and Preservation of Navigable Airspace*, at the development site location, whichever is lower.
11. Roof materials shall be non-reflective, not create glare, and be of a type, style and color approved by the City.
12. Open sided structures may be authorized if approved by the City Manager or designee based upon type, style, structural integrity, and proposed location.
13. No alterations or additions to the exterior or interior of a building shall be accomplished without first obtaining all required City permits.
14. All antennas, satellite dishes, and similar equipment, shall be indicated on the site plan and shall include the proposed installation location and height.

Signage:

1. All signs must adhere to the requirements specified in the City's Sign Code. All hangar sign plans and sign proposals shall be submitted to the City for review and approval prior to construction or installation.
2. Additional address signage may be required to be displayed if required by City emergency service providers.
3. Signs, lettering, designs, or other graphics shall not be placed, painted or otherwise located on roofs.

Aprons/Pavement:

1. Taxilanes within hangar areas provided by the City are generally designed to accommodate an aircraft with a wing span no greater than 49 feet. Facilities designed for larger wingspan aircraft shall provide

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direct access to taxiways, unless otherwise approved by the City Manager or designee subject to grant assurances provided to the FAA and FAA regulations.

2. Entrance pavement is required from the hangar door to the taxilane or taxiway, shall be at least 20 feet wide.
3. All required apron/ramp areas shall be constructed to remain outside the taxilane or taxiway object free area except for the entrance pavement required in 2 above.
4. Apron space between the hangar and the adjacent taxilane or taxiway shall be sufficient to support the proposed use and potential future use of the hangar. The design of the apron is subject to review and approval by the City.
5. All airside leasehold pavements must be of sufficient quality and weight bearing capacity for the largest aircraft that could be hangared on the leasehold and shall be designed for a minimum 20 year life using any applicable current FAA standards. Due to potential for creation of foreign object debris, pervious pavements shall not be permitted for use on the airside of airport property.
6. Landside pavements shall be designed per the City's Local Development Orders.
7. Any permitted airside vehicle access routes are to be a minimum of 12 feet wide.

Utilities:

1. Extension of Utilities to the proposed facilities shall be the financial responsibility of the Lessee.
2. All plan submittals shall include sufficient detailed information on all utility designs and design loads.
3. Work shall not commence until approval has been received by the City and all permits have been received.
4. Plan submittals shall indicate above ground utilities such as, but not limited to, condensers and transformers.
5. Sewer, gas, water, electric, and communication utilities shall be located underground.
6. The Lessee shall be responsible to restore all areas disturbed during the utility installation including pavement and grass areas.
7. All electrical wiring shall be in conduit and placed underground from the electrical power source to the hangar/building.
8. Septic tanks are not authorized for use on the airport.

Hangar Doors:

1. Types (Bi-fold, Hydraulic single swing, Track Mounted/rolling, accordion).
2. Hangar door clear opening shall be ~~equal to or greater than 80% of the width of the side of the hangar where the door is located (I.E. building width of 100 feet, hangar door clear opening shall be a minimum of 80 feet), or equal to or greater than 80% the total width of individual T-Hangar or shared wall hangar units.~~ All hangar doors must have a minimum 12-foot clear door height and the height of door shall be proportionate to the width and height of the hangar contingent upon approval by the City Manager or designee subject to grant assurances provided to the FAA and FAA regulations.
 - a. ~~Horizontal—equal to or greater than 80% of the width of the side of the hangar where the door is located (I.E. building width of 100 feet, hangar door clear opening shall be a minimum of 80 feet), or equal to or greater than 80% the total width of individual T-Hangar or shared wall hangar units~~
 - b. ~~Vertical—For a hangar door width of:~~
 - i. ~~Less than 40 feet, minimum door height shall be 16 feet~~
 - ii. ~~40 feet up to 50 feet, minimum door height shall be 16 feet~~
 - iii. ~~50 feet up to 60 feet, minimum door height shall be 20 feet~~
 - iv. ~~60 feet up to 70 feet, minimum door height shall be 24 feet~~

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- v. ~~70 feet up to 80 feet, minimum door height shall be 26 feet~~
- vi. ~~Greater than 80 feet, minimum door height shall be 26 feet~~

3. All hangar doors shall be installed in such a manner as to not obstruct the movement of any aircraft on an adjacent taxiway or taxilane or of another airport tenant outside the leased premises.

Hangar/Building Characteristics:

1. At least one bathroom facility is required for any stand-alone commercial use hangar or building. The bathroom facility must be constructed to be American Disabilities Act (ADA) compliant as required by local building code.
2. For non-commercial use hangars, bathroom facilities are required when:
 - There is no public use restroom within 400 feet of the proposed hangar development as measured by linear feet distance from the closest exterior wall of the proposed hangar development to the closest exterior or interior wall of any existing public restroom, or
 - The proposed development consists of, or will result in, more than 24 t-hangars in a specific location without access to a public use restroom, or
 - The proposed development will be a single hangar larger than 12,000 SF, or
 - The proposed development will be a divided hangar with more than 25,000 SF of total space.
3. Hangar/building materials shall be a metal building or concrete block or related material. Wood buildings are prohibited. The roof may be aluminum if coated with a non-glare substance.
4. Hangar/buildings that produce glare or other effects that are hazardous to aircraft operation shall not be permitted.
5. Hangar/building colors shall be neutral tones.
6. The location of outside storage areas and the materials required for screening shall be included on the site plan submitted by lessee. All materials used for screening shall be opaque and the same as or similar to the main or primary building, or by installation of berms and landscaping acceptable to the City.
7. Hangars shall have a fire suppression system, if required, as prescribed in the current current-State of Florida-adopted version of the National Fire Protection Agency (NFPA) 409, *Standard on Aircraft Hangars*.
8. All mechanical equipment shall be housed within the building when possible or screened as defined in 6 above. When roof mounted equipment is required, it must be concealed by parapet walls sufficient to screen the equipment but no more than 42". Such parapet does not count against building height restriction as long as there is no violation of imaginary surfaces described in Federal Regulation Title 14 Part 77, *Safe, Efficient Use and Preservation of Navigable Airspace*. Plumbing vents are the only non-screened roof penetrations allowed.
9. Any exterior equipment shall be enclosed or screened so as to be an integral part of the architectural design and not in public view.
10. Any hangar or building abutting a part of the Airport Operation Area (AOA) is also considered part of the security fence system. Such hangar or building shall provide the only entrance to the airside

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operations area unless approved by the City Manager or designee subject to grant assurances provided to the FAA and FAA regulations. In addition lessee shall provide a chain link fence without gates separating the airside and the landside with not less than 6 feet chain link with 3 strand barbed wire on top between buildings to the property line to establish a security perimeter. If landscape screening is provided, it shall be located on the landside and no closer than 6 feet from the fence and maintained in a manner to preclude overgrowth onto the security fence.

11. The outside storage of hazardous materials or hazardous waste shall be prohibited as identified in the Airport Rules and Regulations.
12. Adequate lighting sufficient for safety and security is required and shall be installed on the building for both airside and landside areas and in general shall be uniform in style as determined by the City. Light fixtures that face a taxilane or taxiway shall not exceed 0.5 foot-candles at the edge of the taxilane or taxiway. Plan submittal shall include exterior lighting information including location. All lighting shall conform to the current City ordinance and the City's specifications and standards for off-street parking areas.

Landscaping:

1. Landscaping within the Airport Operation Area for non-building and non-pavement areas shall have as a minimum natural ground covering and is limited to grass or very low lying vegetation for unpaved areas. No trees or shrubbery shall be permitted within the Airport Operation Area (within the airport security or perimeter fence.)
2. All gross land area of a development site that is not paved or building shall be landscaped and can include grass or ground cover. The landscaped areas outside the AOA (outside the airport perimeter fence) shall be located on the site in such a manner as to maximize preservation of existing trees with priority given to specimen trees. Such landscaping should not be on the airfield side of any hangar or building construction that is not accessible by the public.
3. Landscaping shall not block sight distance or pose a traffic hazard.
4. All grass, trees, and shrubbery must be kept in good appearance at all times. If the Lessee fails to maintain these areas the City reserves the right to maintain or remove them at an additional cost to the Lessee.

Automobile Parking:

1. All parking shall be identified in the site plan.
1. Parking shall not be established or designated along the front of a building if the front of the building is on the airside of the airport.
2. Vehicle parking spaces shall be sized and marked in accordance with requirements outlined within the current Fernandina Beach Land Development Code.
3. Commercial use of a hangar must comply with the quantity, sizing, and marking of ADA parking spaces outlined within the current Fernandina Beach Land Development Code.
4. Parking Spaces Required By Facility Type:

Box Hangar (Aircraft Storage Only)	
1 Space per 1,500 <u>2,000</u> square feet of hangar floor space (53 minimum) rounded up to the next	

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space	
Sample: 8,000 sq/ft hangar would require 4 parking spaces	
Box Hangar W/Office or Maintenance Space	
1 Space per 1,500 <u>2,000</u> sq/ft of hangar floor space (5 <u>3</u> minimum)	and
1 Space per 200 <u>0</u> sq/ft of office space (5 minimum)	and
1 space per 750 <u>1,000</u> sq/ft of maintenance/shop space (5 minimum)	and
Sample: 8,000 sq/ft hangar (4) and 2,000 sq/ft of office (7) would need 11 spaces	
T-Hangar or Shared Wall Box Hangars w/individual unit size not exceeding 40'x40'	
1 space for 50% of units rounded up to the next space	
GA Terminal/FBO Building	
1 Space per 300 sq/ft of office space (5 <u>3</u> minimum)	
Airport Administrative Building	
1 Space per 300 sq/ft of office space (5 <u>3</u> minimum)	
MES Building	
1 Space per vehicle bay	and
1 space per 750 sq/ft of maintenance/shop space (5 <u>3</u> minimum)	and
Example: a MES building with four bays (4) and 810 sq/ft of shop space would need 9 spaces	

5. All parking areas shall have car stops or curbs placed at least five feet from the closest sidewalk, hangar or building.
6. All parking areas shall be setback at least 10 feet from the lessee's lease lines.

Compliance with Building Codes

The building codes and restrictions for buildings and structures at the Airport shall run with the land and be binding to all parties and all persons on Airport property.

All buildings constructed, erected, or placed upon any lot within the borders of the Airport shall conform to all government zoning and use requirements.

All Building and structures shall comply with all current federal, state and local requirements.

Refuse

Where necessary, dumpster enclosures shall be constructed at the rear of a structure/site and should be enclosed with an opaque wall constructed of a material that is the same as, or similar to, the primary building structure and have gates made of metal.

From: [Nathan Coyle](#)
To: [Kelly N. Gibson](#)
Subject: Minor Revisions - Airport Architectural Standards
Date: Wednesday, August 5, 2020 2:52:08 PM
Attachments: [image041920.png](#)
[image478661.png](#)
[image061350.png](#)
[Draft FHB Airport Architecture and Building Standards - Minor Revisions.docx](#)

Hi Kelly,

Following the complete re-write of the airport's architectural standards, we decided to revisit the standards to propose a few additional minor revisions once we had an opportunity to apply the standards to applications that the airport received over the past year. I discussed these revisions with the Airport Advisory Commission and received a unanimous recommendation to make the changes proposed, which are driven by the reasons below (in order of track changes within the document):

1. The first change simply corrects language to reference the most current Airport Master Plan as adopted by the City in lieu of the 2015 Master Plan, which will be updated from time to time in the future.
2. Within the setbacks section, we proposed removal of the statement which reads "Such hangars shall have a minimum 25 foot side building setback on all unattached sides from the ground lease boundary line." This is original language that existed prior to the last revision, and many of the airport's ground leases abut a feature which would prohibit this setback from reasonably being applied on all unattached sides (such as a stormwater pond). Section 3 within the same Setbacks section already covers the 25' setback from adjacent ground lease boundaries and an appropriate lease boundary can be established during the design process.
3. During the last re-write, the airport agreed to discuss the T-hangar exclusivity provision at the airport again in the future with the Airport Advisory Commission. Following that discussion, the group agreed upon this language which would allow the airport to competitively advertise parcel(s) in the future for T-Hangar development at the sole discretion of the City/Airport. This provides continued control over the T-Hangar market at the airport while allowing for this type of development if desired by the airport. The airport currently has 69 individuals on its hangar waiting list.
4. Under Aprons/Pavement, additional language in paragraph 5 was recommended to avoid use of pavements which have a higher tendency to ravel or produce debris, such as pervious pavements, on the airport side of a facility. This would not apply to the landside of an airport facility (such as the airport terminal parking lot).
5. Within the hangar door section, the airport received strong feedback from interested developers and door manufacturers after establishment of the door-size restrictions from the last revision of standards. This section resulted, for some hangar doors, purchase of non-standard or custom/larger doors which increased the cost for an interested hangar developer. This was not the intent of the airport and it became clear that this attempt at setting blanket restrictions would be problematic which has led to the recommended language within the attached document.
6. Parking spaces were further refined to meet parking needs related to hangar developments on the airport.

Nathan Coyle, CM, ACE
Airport Director
City of Fernandina Beach
700 Airport Road
Fernandina Beach, FL 32034

(904) 310-3436 | ncoyl@fbfl.org

www.fbfl.us



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From: mikespino@bellsouth.net
To: mark.bennett@wellsfargo.com
Cc: [Kelly N. Gibson](#); [Jacob Platt](#)
Subject: RE: Televisions in the Historic District
Date: Thursday, June 11, 2020 1:05:04 PM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)

Mark,

While the Board took no formal action since it was not an agenda item, I believe there was broad consensus to get the LDC changed ASAP. The lack of any provisions regarding screens in the HDC/CRA and Old Town was a surprise to everyone. So we strongly support adding the TV/screen provisions to the LDC for HDC oversight.

Thanks for asking.

ms

From: mark.bennett@wellsfargo.com <mark.bennett@wellsfargo.com>
Sent: Thursday, June 11, 2020 11:17 AM
To: mikespino@bellsouth.net
Subject: FW: Televisions in the Historic District

Mike: At the PAB meeting last night we were told about the email below from Benjamin Morrison. Is the entire Historic Board supportive of this action?.....M

Mark Bennett, MAI, CCIM
Wells Fargo RETECHS
904-491-4912

This message may contain confidential and/or privileged information. If you are not the addressee or authorized to receive this for the addressee, you must not use, copy, disclose, or take any action based on this message or any information herein. If you have received this message in error, please advise the sender immediately by reply e-mail and delete this message. Thank you for your cooperation.

From: Kelly N. Gibson <kgibson@fbfl.org>
Sent: Wednesday, June 10, 2020 6:24 PM
To: PAB 19-20 <PAB19-20@CITYOFFERNANDINABEACH.onmicrosoft.com>
Subject: FW: Televisions in the Historic District

PAB members,
Here is the original thread from Mr. Morrison.

Kelly N. Gibson, AICP
Planning and Conservation Director
City of Fernandina Beach
204 Ash Street
Fernandina Beach, Florida 32034
Main: (904) 310-3480 | Direct: (904) 310-3481 | kgibson@fbfl.org
www.fbfl.us



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From: benjamin@cotnerassociates.com <benjamin@cotnerassociates.com>

Sent: Monday, June 8, 2020 9:41 AM

To: PAB 3 <PAB3@fbfl.org>; jenny@summerhouserealty.com; racndm@me.com; 4br404@gmail.com; gminshew@gmail.com; pbsteve40@gmail.com; Kelly N. Gibson <kgibson@fbfl.org>

Subject: Televisions in the Historic District

Hello Members,

At our last HDC Meeting we had an applicant who indicated to us their intent to install new television sets on the exterior of their commercial establishment in the Historic District that would be highly visible from the public right-of-way. In discussion, we realized that there is no language in the Historic District Guidelines or the LDC that would limit someone's ability to do so, or to give the HDC authority to approve/deny such a request.

I see this is as potentially significant problem that could drastically change the character of our Historic District if not addressed as quickly as possible. I am asking you to help me expedite the process and get through the typical red tape required to make such changes, and try and recommend new language to the City Commission as quickly as possible.

I suggest that we consider changes to section 8.01.01 as follows (in red) to address this issue (and a few other things I think would be advantageous to have some control over that currently aren't addressed):

D. The following features shall be considered by the Historic District Council in the evaluation of proposed new construction, as such features comply with the guidelines referenced in Section 8.01.01.01(A) and (B) above:

- 1. Scale, including height and width;**
- 2. Setbacks;**
- 3. Orientation and site coverage;**
- 4. Alignment, rhythm, and spacing of buildings;**
- 5. Form and detail, considering the link between old and new buildings;**
- 6. Maintaining materials within the district or on the landmark site;**
- 7. Maintaining quality within the district or on the landmark site;**
- 8. Facade proportions and window patterns;**
- 9. Entrances and porch projections;**
- 10. Roof forms; and**
- 11. Horizontal, vertical, or non-directional emphasis.**
- 12. Placement and screening of satellite dishes, HVAC (Heating, Ventilating and Air Conditioning) units and compressors, televisions, television antennas, solar panels, and trash collection facilities**

Thank you so much for taking this into consideration.

Benjamin C. Morrison
Cotner Associates, Inc. Architects
9 South Third Street
Fernandina Beach, Florida 32034
Phone: 904-277-4593
Fax: 904-277-6734
Email: benjamin@cotnerassociates.com

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**MINUTES
PLANNING ADVISORY BOARD
REGULAR MEETING (VIRTUAL)
AUGUST 12, 2020
5:00 PM**

The Regular Planning Advisory Board Meeting was held as a VIRTUAL MEETING with board members and City staff participating through video conferencing. This virtual meeting was be broadcasted live for members of the public to view on the City of Fernandina Beach website (www.fbfl.us) and Channel 264 (Comcast only).

**1. CALL TO ORDER
ROLL CALL / DETERMINATION OF QUORUM**

MEMBERS PRESENT:

Chair Minshew	(Physical presence)	Vice-Chair Schaffer	(Virtual presence)
Member Bennett	(Physical presence)	Member Robas	(Physical presence) (joined at 5:12)
Member Stevenson	(Physical presence)	Member Gingher	(Virtual presence)
Member Boylan	(Virtual presence)		

MEMBERS ABSENT:

None

OTHERS PRESENT:

Kelly Gibson, Planning & Conservation Director
Sylvie McCann, Recording Secretary

2. PLEDGE OF ALLEGIANCE

3. APPROVAL OF MEETING MINUTES

3.1 Approval of Minutes from the June 10, 2020 Regular Meeting

ACTION TAKEN: A motion was made by Member Stevenson, seconded by Member Bennett to approve the meeting minutes as presented.

Vote upon passage of the motion was taken by voice vote, and being all ayes, carried.

3.2 Approval of Minutes from the July 8, 2020 Regular Meeting

ACTION TAKEN: A motion was made by Member Stevenson, seconded by Member Bennett to approve the meeting minutes as amended.

Vote upon passage of the motion was taken by voice vote, and being all ayes, carried.

4. NEW BUSINESS

- 4.1 **LAND DEVELOPMENT CODE TEXT AMENDMENTS:** *CITY OF FERNANDINA BEACH, FLORIDA* REQUESTS LAND DEVELOPMENT CODE TEXT AMENDMENTS TO MODIFY THE REFERENCE DOCUMENT SPECIFIC TO AIRPORT DESIGN STANDARDS AS CONTAINED IN SECTION 4.03.02 AIRPORT ARCHITECTURE AND BUILDING DESIGN STANDARDS FOR DEVELOPMENT ON THE AIRPORT.

Ms. Gibson explained that this is a reference document specific to the Airport and contained in Section 4.03.02 and that these amendments have been approved by the Airport Advisory Board. Mr. Nathan Coyle, Airport Director, explained that there have been 5 or 6 revisions that have been approved by the Airport Advisory Board.

Member Stevenson had questions about 3 changes, one on page 20, xxxxx, Mr. Coyle explained it was a type, one on page 21, Item 5, T-Hanger, which Mr. Coyle explained. He also brought up Page 6 of the document, Item 4, regarding parking spaces. Mr. Coyle explained it was a typo.

Member Robas, referred to Page 5, Item 10, asked about the barb wire fencing is pointing straight up, inside or outside. Mr. Coyle explained that state does not mandate and has no standards.

ACTION TAKEN: A motion was made by member Robas, seconded by Member Bennett to approve to modify the reference document specific to airport design standards as contained in section 4.03.02 airport architecture and building design standards for development on the airport.

Approved unanimously by voice vote.

- 4.2 **LAND DEVELOPMENT CODE TEXT AMENDMENTS:** *CITY OF FERNANDINA BEACH, FLORIDA* REQUESTS LAND DEVELOPMENT CODE TEXT AMENDMENTS TO MODIFY STANDARDS FOR STORMWATER MANAGEMENT DESIGN BY STRIKING DESIGN BASIS IN SECTION 7.03.03(E) AND ADDING A REFERENCE TO SECTION 3.05.03, AND AMENDING SECTIONS 3.05.02 AND 3.05.03 TO INCLUDE STORMWATER DESIGN REQUIREMENTS.

Andre Desilet, Stormwater Director, explained that they are currently working on cleaning up inconsistencies and working on a Guide Book. Member Stevenson asked about page 34, Section G(B) regarding topography of adjacent property. Mr. Desilet noted that they are information gathering.

Member Robas asked why Section 3.05.03(B) was sticken out. Mr. Desilet mentioned that nothing was ever done or been relevant within that section and they want to take it out.

ACTION TAKEN: A motion was made by member Stevenson, seconded by Member Bennett to approved amendments to modify standards for stormwater management design as presented.

Approved unanimously by voice vote.

- 4.3 **LAND DEVELOPMENT CODE TEXT AMENDMENTS:** *CITY OF FERNANDINA BEACH, FLORIDA* REQUESTS LAND DEVELOPMENT CODE TEXT AMENDMENTS TO ADD DEFINITION IN SECTION 1.07.00 FOR AUTOMOBILE RACETRACK, MODIFYING SECTION 2.03.02 AND 2.03.03 TO INCLUDE TERM AUTOMOBILE RACETRACK WITH A LISTING AS "PROHIBITED."

Member Bennett voiced a concern about adding a prohibited use. Member Robas commented adding this section could avoid time and energy spent by parties that could inquire about these projects.

Member Stevenson brought up Page 40, and suggested to add unpaved to that section. Members also discuss the fact that it could include all kinds of racing, including racing involving animals. They also suggested that exception could be made for Special Events. Chair Minshew had concerns about activities already taking place at the airport and being affected with this decision. Member Bennett added that the language "driving event" could be taken in consideration with the revision of this amendment. Members suggested that this revision

ACTION TAKEN: A motion was made by member Bennett, seconded by Member Stevenson to table this item for revision to a date certain at the September 9, 2020 Regular Meeting.

Approved unanimously by voice vote.

4.4 **LAND DEVELOPMENT CODE TEXT AMENDMENTS: CITY OF FERNANDINA BEACH, FLORIDA** REQUESTS LAND DEVELOPMENT CODE TEXT AMENDMENTS TO ADD DEFINITION FOR AGGRIEVED OR ADVERSELY AFFECTED PARTY AND TO MODIFY SECTION 8.03.09 APPEALS.

Ms. Gibson explained this request and that there were special meetings with the HDC and City Commission regarding this change which stem from some concerns from resident of Old Town. Chair Minshew asked Ms. Gibson to explain the appeal process for quasi-judicial hearing. Ms. Gibson explained the process.

Michael Spino, Chair of the Historic District Council, explained that this request is presented at the request of the Commission. He voiced concern about the proposal which he thinks could slow down processes of acquiring a Certificate of Approval because of the ability to bring appeals to the Commission.

Member Schaffer and Member Gingher both disapproved of this item. Member Stevenson asked who would determine that a person is aggrieved.

ACTION TAKEN: A motion was made by member Schaffer, seconded by Member Gingher to approved Code Text Amendment to Section 1.07.00 for definition and deny the amendment to Section 8.03.09. Motion was taken by ayes and nays, being all ayes, carried.

Ms. Bath clarified that the motion was to include the definition of the aggrieved party but that the recommended appeal remains the same for an applicant.

4.5 **LAND DEVELOPMENT CODE TEXT AMENDMENTS: CITY OF FERNANDINA BEACH, FLORIDA** REQUESTS LAND DEVELOPMENT CODE TEXT AMENDMENTS TO MODIFYING SECTION 8.01.01 (D) TO INCLUDE HDC REVIEW OF PROPOSED REUSE OF STRUCTURES AND TO ADD SUBSECTION 8.01.01(D)(12) REVIEW OF EXTERIOR MOUNTED MODERN DEVICES, TO ADD SECTION 8.01.01(G) PROVIDING STANDARDS FOR PLACEMENT OF EXTERIOR REVIEW OF MODERN DEVICES AND AMENDING SECTION 8.03.03(B) CERTIFICATE OF APPROVAL MATRIX TO INCLUDE REVIEW OF EXTERIOR MOUNTED MODERN DEVICES SUCH AS SATELLITE DISHES, HVAC UNITS, COMPRESSORS, TELEVISIONS, TELEVISION ANTENNAS, PLUMBING AND TRASH COLLECTION FACILITIES WITH DELEGATION TO EITHER STAFF OR BOARD APPROVAL.

Member Bennett asked about Section G, regarding electronic devises in residentially zoned properties from being visible from right-of-ways. Chair Spino explained the distinction and suggested to remove TV, satellite dishes and antenna.

Chair Minshew asked if this would be taken retroactively with businesses that already have these devices in place. The consensus from the members was that this would create acrimony with existing owners. Ms. Bach mentioned that this would only be for new applications, renovation and commercial applications.

Chair Minshew then addressed the trash collection facilities. Ms. Gibson explained this would be a discussion item regarding dumpsters and the screening or enclosures.

ACTION TAKEN: A motion was made by member Robas, seconded by Member Stevenson to approved the amendment to modify section 8.01.01(D) and (G) as presented and modified.

Approved unanimously by voice vote.

Member Schaffer departed at 7:04.

- 4.6 **LAND DEVELOPMENT CODE TEXT AMENDMENTS: CITY OF FERNANDINA BEACH, FLORIDA REQUESTS LAND DEVELOPMENT CODE TEXT AMENDMENTS TO SECTION 7.01.01 STANDARDS FOR DRIVEWAYS OR ACCESS POINTS FROM A PUBLIC STREET TO ADDRESS CIRCULAR DRIVEWAYS, USE OF ARCHITECTURAL AND PERVIOUS PAVERS, AND DIRECTING USE OF APPROPRIATE MATERIALS FOR CONNECTIONS IN OLD TOWN.**

Ms. Gibson explained the text amendment request of amendments for driveways or access point from a public street and the appropriate materials for connections in Old Town.

Member Bennett commented on the width of the driveway. Member Robas asked about Fire and Rescue access with these size restrictions. Ms. Robas asked about the concrete PSI.

ACTION TAKEN: A motion was made by member Bennett, seconded by Member Stevenson to approved the amendment to modify section 7.01.01 as presented.

Approved unanimously by voice vote.

5. BOARD BUSINESS

- 5.1 Review of Consultant Selection process for RFQ #2020-02: *This item has been placed on the agenda for consideration in the event that there is not board consensus at the Special meeting on Tuesday, August 11, 2020.*

Member Stevenson asked if the members' recommendation will be forwarded to the Commission. Member Bennett also commented about the discussion of possibly looking at the option of reviewing internally. Chair Minshew noted that the budget for this project would not be available until September and presenting a proposal to the Commission would have to wait until then. Member Robas and Member Bennett stated that there should be clarification on the Board's intent.

ACTION TAKEN: A motion was made by member Bennett, seconded by Member Stevenson to present the Board's ranking of selected consultants to the City Commission with the explanation that the Board will present a proposal on who to move forward to the next step at a later date.

Approved unanimously by voice vote.

- 5.2 Final Discussion about the City's Future Land Use Map and Zoning Map Conflicts: *The intent of this discussion is to determine whether the board may consider any further actions pertaining to Commission direction or if this item is fully completed.*

Ms. Gibson explained last year's City Commission's request to correct mapping discrepancies between the Future Land Use Map and the Zoning Map Conflicts and ask if there are further actions requested from this Board.

Chair Minshew suggested a list of properties could be prepared at the next meeting and then Board members

could decide if they would like to pursue additional action.

Member Stevenson asked Ms. Bach if there is any action required to the document emailed to members recently regarding the Port Authority.

6. STAFF REPORT

6.1 August 2020 Boards Tracker

No comments from the Board members.

7. PUBLIC COMMENT

8. ADJOURNMENT 7:41

THE NEXT PAB REGULAR MEETING IS SCHEDULED FOR WEDNESDAY, SEPTEMBER 9, 2020.

Or iPhone one-tap :

US: +16465588656,,97103975881#,,,,,0#,,8261108# or +13017158592,,97103975881#,,,,,0#,,8261108#

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or +1 346 248 7799

Webinar ID: 971 0397 5881

Passcode: 8261108

International numbers available: <https://zoom.us/j/ab3inr1Ho4>

All members of the public are invited to be present and be heard. Persons with disabilities requiring accommodations in order to participate in this program or activity should contact the City Clerk at (904) 310-3115 or TTY/TDD 711 (for the hearing or speech impaired). All interested parties may appear at said meeting and be heard as to the advisability of any action, which may be considered with respect to such matter. For information regarding this matter, please contact the Planning Department (904) 310-3480.

APPROVED



**MINUTES
ADVISORY BOARD
REGULAR MEETING
SEPTEMBER 9, 2020
AMENDED**

The Regular Planning Advisory Board Meeting was held as a VIRTUAL MEETING with board members and City staff participating through video conferencing. This virtual meeting was broadcasted live for members of the public to view on the City of Fernandina Beach website (www.fbfl.us) and Channel 264 (Comcast only).

**1. CALL TO ORDER
ROLL CALL / DETERMINATION OF QUORUM**

MEMBERS PRESENT:

Genece Minshew, Chair	(Physical)
Jenny Schaffer, V-Chair	(Virtual)
Mark Bennett	(Virtual)
Victoria Robas	(Virtual)
Peter Stevenson	(Physical)
Barbara Gingham	(Virtual)

MEMBERS ABSENT:

John Boylan

OTHERS PRESENT:

Jacob Platt, Senior Planner
Kelly Gibson, Director
Tammi Bach, City Attorney
Sylvie McCann, Recording Secretary
Taylor Hartmann, Recording Secretary

**2. PLEDGE OF ALLEGIANCE
3. APPROVAL OF MEETING MINUTES**

No Minutes were presented for approval.

4. OLD BUSINESS

4.1

LAND DEVELOPMENT CODE TEXT AMENDMENTS: CITY OF FERNANDINA BEACH, FLORIDA REQUESTS LAND DEVELOPMENT CODE TEXT AMENDMENTS TO ADD DEFINITION IN SECTION 1.07.00 FOR RACETRACK, MODIFYING SECTION 2.03.02 AND 2.03.03 TO INCLUDE TERM RACETRACK WITH A LISTING AS "PROHIBITED."

Ms. Gibson explained that this case was discussed at a previous board meeting, and that the definition of "racetrack" was revised per Board request and presented with changes for approval. Ms. Gibson read the revised

definition for the record.

ACTION TAKEN: A motion was made by member Stevenson, seconded by Member Gingher to approve replacement of the current version with the newer version with proposed LDC version as presented. Approved unanimously with raised hand, by means of physical and virtual presence.

Motion carried.

5. NEW BUSINESS

5.1

PAB 2020-0008 - VOLUNTARY ANNEXATION - PLANTATION HAMMOCK SUBDIVISION

Requests for annexation of properties located in the Plantation Hammock subdivision located on Simmons Road between S. 14th Street and Amelia Road and 847 Simmons Road, assignment of the Low Density Residential (LDR) Future Land Use map category and Low Density residential (R-1) zoning district for properties totaling 4.32 acres of land.

Mr. Platt gave a brief overview and explained that these property owners had submitted Voluntary Annexation petitions and that the City is now acting on these requests because they are contiguous properties.

Mr. Platt presented the case for the properties listed within this case. He explained that these properties originally became contiguous properties in 2016. Mr. Platt stated that the requested action is consistent with the City's Comprehensive Plan and Land Development Code. Staff recommended approval of the voluntary annexation, assignment of the Low Density Residential FLUM category, and R-1 zoning district. Following the recommendation of the Planning Advisory Board (PAB), he mentioned that the application would move forward to the City Commission in the form of three separate ordinances at a public hearing anticipated for October 20th, 2020.

Public Comments was opened and then closed with no speakers.

ACTION TAKEN: A motion was made by member Robas, seconded by Member Stevenson to recommend approval of PAB case 2020-0008 to the City Commission as presented is sufficiently compliant with the Comprehensive Plan and Land Development Code and applicable Florida Statutes to be approved at this time. Approved unanimously with raised hand, by means of physical and virtual presence.

Motion carried.

52

PAB CASE 2020-0009 VOLUNTARY ANNEXATION - SADLER ROAD

Requests of properties located at 2246 Sadler Road, assignment of the General Commercial (GC) Future Land Use Map category and Community Commercial (C-1) zoning district for property totaling 3.24 acres of land; annexation of property at 2233 Sadler Road, assignment of the Mixed Use (MU) Future Land Use Map category and Mixed Use (MU-1) zoning district for properties totaling 0.46 acres of land.

Mr. Platt presented the case. The property at 2246 is an existing hotel and 2233 Sadler Road had an existing home has requested annexation in June 2020 because of a failed septic system. Mr. Platt presented maps from the Nassau County GIS for the County Map vs. the City of Fernandina Beach Zoning map and explained the differences between zoning.

He then explained that the requested action is consistent with the City's Comprehensive Plan and Land Development Code and recommended approval of the voluntary annexation, assignment of the General Commercial (GC) Future Land Use Map (FLUM) category and Community Commercial (C-1) zoning district for 2246 Sadler Road; Assignment of the Mixed Use (MU) Future Land Use Map (FLUM) category and Mixed Use (MU-1) Zoning District for 2233 Sadler Road. He then stated that following the recommendation of the Planning Advisory Board (PAB), the application would move forward to the City Commission in the form of three separate ordinances at a public hearing anticipated for October 20th, 2020.

Melba Whitaker, 222 Lighthouse Circle, owns the property at 2209 Sadler Road which is located within the county boundaries, requested clarification of the definition of "multiple use". Mr. Platt explained the actions requested by the City. It was suggested to Mrs. Whitaker to contact Nassau County for information on usage

restriction of her property but was welcome to apply for annexation.

ACTION TAKEN: A motion was made by member Stevenson, seconded by Member Robas to recommend approval of PAB case 2020-0009 to the City Commission as written and presented. Approved unanimously with raised hand, by means of physical and virtual presence.

Motion carried.

53

PAB CASE 2020-0010 VOLUNTARY ANNEXATION - BAPTIST MEDICAL CENTER PROPERTIES

Request for annexation of the Baptist Medical Center properties located at 1250 S. 18th Street, 1367 S. 18th Street, and vacant parcels with identification numbers of 00-00-31-0160-000-000 and 00-00-31- 1600-0205-0021, assignment of the Public & Institutional (PI) Future Land Use Map category and Public & Institutional (PI) zoning district for properties totaling 31.39 acres of land.

Mr. Platt presented the case and explained that case includes all the properties of Baptist Medical Center of Nassau Campus off of Line Street and S. 18th Street. He explained that the requested action is consistent with the City's Comprehensive Plan and Land Development Code and recommended approval of the voluntary annexation, assignment of the Public and Institutional (PI) Future Land Use Map (FLUM) category and Public and Institutional (PI-1) zoning district. Following the recommendation of the Planning Advisory Board (PAB), he stated that the application would move forward to the City Commission in the form of three separate ordinances at a public hearing anticipated for October 20th, 2020.

Member Stevenson asked if this annexation would include the old Council on Aging Building on S. 18th Street. Mr. Platt answered in the affirmative.

ACTION TAKEN: A motion was made by member Robas, seconded by Member Stevenson to approve PAB case 2020-0010 to the City Commission requesting that a voluntary annexation, assignment of the Public and Institutional (PI) Future Land Use Map (FLUM) category and Public and Institutional (PI-1) zoning district be approved and that PAB case 2020-0010, as presented, is sufficiently compliant with the Comprehensive Plan and Land Development Code and applicable Florida Statutes to be approved at this time. Approved unanimously with raised hand, by means of physical and virtual presence.

Motion carried.

Tammi Bach, City Attorney clarified that the original annexation agreement was signed 6 years ago and that this agreement at the time included a maximum of 60 feet in height for any expansion and that this use would still be valid.

6. BOARD BUSINESS

6.1

September Boards Tracker

Ms. Gibson presented an overview of the Board Tracker and announced staff updates with the return of Sal Cumella as the Preservation Planner and the addition of a new Planning Technician, Taylor Hartmann who will be the Board liaison for all Boards as the Recording Secretary.

6.2

Follow up on FLUM and Zoning Discrepancies as noted in 2019

Ms. Gibson suggested that this discussion be moved to the next month meeting in order to give her the chance to reach out to two (2) property owners.

Member Stevenson asked about the decision made during the City Commission meeting of September 8, 2020 regarding budget allocation regarding the Project Manager/Planner position and projects approval. Tammi Bach, City Attorney explained the approval process of the yearly budget.

Chair Minshew spoke about the conversation that took place during the City Commission meeting of September 8, 2020, regarding beach management and beach walk-over and a letter from Commissioner Ross pertaining to funding these projects. She added had conversation with some Commissioners and that she received a copy of an email received by Ms.

Gibson from Mr. Martin requesting the creation of a committee to assist with the development of a beach plan. Chair Minshew proposed that Member Robas chair this new committee which she accepted.

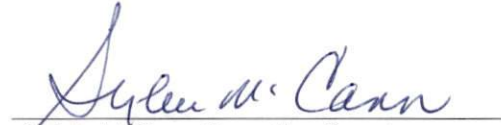
Member Stevenson ask about the LDC version online. Ms. Gibson mentioned that the LDC had just been updated in July 2020.

Chair Minshew announce that the next PAB meeting would be the Special Meeting of September 23, 2020.

7. STAFF REPORT

8. PUBLIC COMMENT

9. ADJOURNMENT 5:49


Sylvie McCann, Recording Secretary


Genece Minshew, Chair

1. **Call to Order:** Chairperson Austin called the meeting to order at 6:00 pm.
2. **Members Present:** Chuck Colcord, Dave Austin, David Broughton, Tom Piscitello, Ward Gill, Prudence Hostetter, Don Edlin, and Nathan Coyle (Staff Assistant)
Members Absent: Len Kreger (City Commission Liaison) and One Vacancy

Others Present: Robert Kozakoff, Brian Echard, Tammi Bach, and Dana Whicker
3. **Pledge of Allegiance**
4. **Public Comment Regarding Items Not On The Agenda:** No public comment was received.
5. **Old Business:** No old business was discussed.
6. **New Business:**

6.1 Runway 4/22 Project Update

Airport Manager Coyle provided an update on the project to rehabilitate Runway 4/22 at the Fernandina Beach Municipal Airport. Mr. Coyle stated that the design work and bidding process had been completed. Four bid submittals were received and the low bidder cost was within projected budget.

Mr. Coyle also presented an outline of potential project timelines contingent upon application and receipt of a grant from the FAA. Mr. Coyle reminded the group that it would be likely that the project would be 100% funded by the FAA.

Member Edlin inquired as to what would happen with matching FDOT funds that would no longer be needed for the project and Mr. Coyle stated that FDOT had \$100,000 programmed as a match and that \$80,000 would likely be repurposed to re-stripe Runway 9/27 and \$20,000 returned to FDOT in exchange for \$75,000 in State Fiscal Year 2023 to provide additional funding support of a potential public/airport fire station. Member Edlin expressed the need to prioritize hangar development scheduled for the next fiscal year.

Member Gill expressed that there is a need to install an approach lighting system to Runway 4 to enhance safety for use of the runway during reduced visibility. Mr. Coyle stated that this project would need to be programmed as a separate project and requires justification to show use of the GPS procedure for Runway 4.

Mr. Coyle stated that he would update the group on the project following receipt of an FAA grant, and continue to provide updates during upcoming AAC meetings.

6.2 2020 Architectural Standards Discussion

Mr. Coyle presented the group with a series of minor draft revisions to the airport architectural standards for discussion. Mr. Coyle stated that the completely revised version of standards have worked well but a few minor items were noted for attention. Each revision was presented and discussed.

Member Austin asked for more detail about the T-Hangar exclusivity section where the proposed language stated that T-hangars would only be constructed by the City or awarded under a competitive selection process. Mr. Coyle stated that this language was an attempt at using a process where the City could release an RFP to received competitive interest for development, and have a method to still control quantity of T-hangar development on the airport.

Member Piscitello asked about the hangar setback requirements from the standards and how they related to the conceptual T-Hangar design that had been presented to the AAC. Mr. Coyle stated that the conceptual T-Hangar design leveraged extension of existing buildings which would eliminate the need for clear space between T-Hangar structures. Mr. Coyle also stated that the center T-Hangar structure would be designed with a breezeway, as was recommended by AAC members previously, to allow access to electrical equipment and convenient pedestrian traffic to the restrooms from the northern taxilane.

7. Airport Manager and Staff Reports:

Mr. Coyle provided his monthly report to the AAC.

8. Commission Member Reports and Comments:

Member Gill asked for an update on the fire station project, and Mr. Coyle stated that a 30% design had been completed and that a proposed work order for a full design of the Fire Station would be presented to the City Commission at the next City Commission meeting.

Member Broughton asked if there were any updates from the flight school agency that previously provided a presentation to the group. Mr. Coyle stated that he contacted the representative from the flight school agency (Agile Defense) roughly two weeks prior to the meeting and learned that the agency has shifted its interest and conversations to the airport in Punta Gorda Florida.

9. Next Meeting Date: June 11, 2020

10. Adjournment: There being no further business to come before the Airport Advisory Commission, the meeting was adjourned at 6:53 p.m.



Secretary



David Austin, Chairperson

1. **Call to Order:** Chairperson Austin called the meeting to order at 6:00 pm.
2. **Members Present:** Chuck Colcord, Dave Austin, Tom Piscitello, Ward Gill, Prudence Hostetter, Don Edlin, Nathan Coyle (Staff Assistant), and Len Kreger (City Commission Liaison)
Members Absent: David Broughton, and One Vacancy

Others Present: Robert Kozakoff, Brian Echard, Dana Whicker, and Brad Wente (Passero Associates)

3. **Pledge of Allegiance**

4. **4.1 February 13, 2020 AAC Meeting – Approval of Minutes:** The February 13, 2020 AAC meeting minutes were presented for consideration of the AAC.

4.2 May 14, 2020 AAC Meeting – Approval of Minutes: The May 14, 2020 AAC meeting minutes were presented for consideration of the AAC.

A motion was made by Member Hostetter, seconded by Member Colcord, to approve the February 13, 2020 and May 14, 2020 AAC Regular Meeting Minutes. A vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.

5. **Public Comment Regarding Items Not On The Agenda:** No public comment was received.

6. **Old Business:**

- 6.1 **Monthly Financial Update**

Airport Manager Coyle presented the monthly financial update and provided a detailed update on FAA and FDOT grant revenue received to date, and grant revenue still anticipated within the current fiscal year. There was no other discussion on the monthly financial update.

- 6.2 **Runway 4/22 Project Update and Schedule**

Airport Manager Coyle provided an update to the group stating that a grant offer had been received from the FAA for 100% funding of the Runway 4/22 rehabilitation project and that the receipt of this grant offer would allow the airport to press forward with commencement of the project within the month of August which would provide for a December project completion estimate.

Member Edlin asked for clarification related to the design standard being utilized for rehabilitation of Runway 4/22 as the presentation slideshow stated that the project would fund rehabilitation based on the existing design aircraft of the airport, the Gulfstream IV. Mr. Wente, the project engineer, stated that the design would be related to the length, width, and strength of the runway. Mr. Wente stated that the load bearing capacity of the runway would be no less than the current capacity published for Runway 4/22.

Mr. Coyle stated that the City Commission would review the grant offer from the FAA, a work order for construction admin services from Passero, and a recommendation to award the project to low bidder at the June 16, 2020 City Commission meeting. He stated that a specific timeline for construction would be released when available.

6.3 Airport Architectural Standards Minor Revisions

Airport Manager Coyle presented a clean draft of the airport's architectural standards with proposed minor revisions, and reviewed each revision with the group.

Member Piscitello asked if there were any changes from what was presented during the May AAC meeting, and Mr. Coyle stated that no additional changes were made to the intent of the document, however the language was put into final form for review of the group.

A motion was made by Member Edlin, seconded by Member Colcord, to recommend approval of the revised Fernandina Beach Municipal Airport Architectural Standards as presented in the June 11, 2020 AAC meeting packet. A vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.

7. New Business:

7.1 Discuss FDOT Grant Funding for Runway 13/31

Airport Manager Coyle provided an update regarding a response from FDOT on willingness to participate in funding for rehabilitation of Runway 13/31. Mr. Coyle stated that the airport previously swapped funding support from Runway 13/31 to Runway 9/27 when that runway received a white-top pavement application with funding support from FDOT. Mr. Coyle stated that Runway 13/31, in accordance with the pavement management plan, requires rehabilitation and FDOT has tentatively indicated support to provide funding support but the City must recognize that funding for rehabilitation of Runway 9/27 will no longer be available from FDOT. Brad Wentz from Passero Associates provided background regarding the performance of pavement on Runway 9/27 and stated that this runway should last no less than ten years.

Mr. Piscitello asked if FDOT would provide funding support to white-top Runway 13/31 in lieu of utilizing an asphalt application. Mr. Coyle stated that he would inquire with FDOT and provide a response to the group for consideration.

Member Edlin asked if Runway 9/27 would need to be rehabilitated as a white-top runway in the future at a higher cost or could the runway be rehabilitated to asphalt. Mr. Coyle stated that the white-top application is simply a thin concrete layer over existing asphalt. Mr. Wentz confirmed that the runway could be rehabilitated to asphalt in the future if desired by the City.

Member Hostetter asked about the notes in the packet indicating that the airport has tentatively placed Runway 13/31 on the FDOT 5-year requested program for projects. Mr. Coyle stated that he placed this project on the 5-year CIP as a proposed project during the annual programming meeting with FDOT to ensure that it could be programmed if supported by the City.

Member Colcord stated that he supports to transition to funding for Runway 13/31. Member Austin agreed with Mr. Colcord.

A motion was made by Member Edlin, seconded by Member Hostetter, to recommend that the City Commission approve swapping FDOT funding to support Runway 13/31 as discussed in the meeting. A vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.

7.2 Airport Draft Budget Preparation

Airport Manager Coyle presented the proposed budget for the upcoming fiscal year to the AAC. Mr. Coyle reviewed highlights pertaining to revenue, O&M expense, and capital projects planned for the upcoming fiscal year. Following the presentation there were no recommendations for changes/alterations to the budget as presented.

7.3 Review Request from Property Owners to Acquire Cessna Lane Parcel (North of Airport Road)

Mr. Coyle asked if this agenda item could be pushed to a future meeting to allow additional data collection based on information obtained by the airport just prior to the meeting. The group agreed with the request.

8. Airport Manager and Staff Reports:

Mr. Coyle provided his monthly report to the AAC.

9. Commission Member Reports and Comments:

Mr. Austin stated appreciation for use of the virtual meeting and effort of the City to put together and conduct a virtual meeting.

Commissioner Kreger identified that future meetings may require the presence of a quorum in City Hall, and Mr. Coyle stated that he would communicate meeting requirements with the group prior to the July meeting. Commissioner Kreger also identified additional funding that may be available to the City for funds expended in support of the City's response to COVID-19.

10. Next Meeting Date: July 9, 2020

11. Adjournment: There being no further business to come before the Airport Advisory Commission, the meeting was adjourned at 7:08 p.m.



Secretary



David Austin, Chairperson

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Ordinance 2020-21
Proposed Charter Amendments

ITEM TYPE: Ordinance (w/o fiscal impact)

REQUESTED ACTION: Consider Ordinance 2020-21 at Second Reading.

SYNOPSIS: The Charter Review Committee was commissioned in 2019 to review the City's current Charter and recommend any revisions. The committee met over the past year and submitted proposed changes to Section 10A to prohibit sale of City-owned conservation lands and restrictions on sale of recreation lands which is on the November 3, 2020 City general election ballot. The Charter Review Committee also proposed several other changes throughout the City Charter such as:

- to avoid runoff elections in December, have initial election during County primary election and top 2 City Commission candidates go on the November general election ballot
- Direct election of the mayor and vice mayor replacing straw ballot;
- Require Charter Review every 8 years
- Change the term "groups" to "seats" for Commissioners to create more clarity
- Progressive discipline and hearing for Commissioner violation of ethics, 3 absences, felony conviction or multiple violations of administrative interference rules (Sec. 10);
- Require minimum qualifications for City Manager, City Attorney and City Clerk and City Manager required to be a resident 90 days after appointment;
- Require Commission to complete annual performance evaluations for all Charter Officers;
- Provide that Commissioners, Charter Officers and advisory board members can initiate investigation of City department or employee;
- Correct the description of how Fernandina Beach was created;
- Provide that Commissioners can attend meetings virtually in case of serious medical condition; and
- Clean up legalese in favor of "plain language" with gender neutral terms
- Create new Charter section 141 providing for citizen initiatives to propose ordinances for referendum approval
- Revise oath of office for Commissioners, board members and employees to include ethics

These proposed amendments are recommended for placement on a City-only mail ballot in 2021.

FISCAL IMPACT: Any ballot costs will be determined by the Nassau County Supervisor of Elections.

CITY ATTORNEY COMMENTS: This Ordinance changed significantly between First and Second Readings and so will have a Third Reading if approved.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission approve proposed Ordinance 2020-21 at Second Reading.

Tammi E. Bach, City Attorney	10/21/2020
Nicole Bednar, Administrative Services Manager	10/22/2020
Dale L. Martin, City Manager	10/23/2020
Pauline Testagrose, Comptroller	10/26/2020
Katie Newton, Legal Assistant	10/27/2020

Date: June 17, 2020

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION: Approve

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



ORDINANCE 2020-21

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, SUBMITTING TO THE CITY ELECTORS PROPOSED AMENDMENTS TO THE CHARTER; AMENDING SECTION 1 TO REFLECT ACCURATE HISTORY OF THE CREATION OF THE CITY OF FERNANDINA BEACH; AMENDING SECTION 9 TO CHANGE "GROUP" TO "SEAT" FOR CITY COMMISSIONERS AND CREATING AN INITIAL ELECTION TO ELIMINATE RUNOFFS AFTER THE GENERAL ELECTION DATE; AMENDING SECTION 10 TO REQUIRE CITY COMMISSIONERS TO COMPLETE ANNUAL PERFORMANCE EVALUATIONS FOR CHARTER OFFICERS AND TO INCLUDE PENALTIES FOR COMMISSIONERS INTERFERING WITH ADMINISTRATIVE SERVICE; AMENDING SECTION 11 BY ADDRESSING COMMISSIONER ABSENCES AND VACANCIES, INCORPORATING STATE CODE OF ETHICS FOR COMMISSIONERS AND PROVIDING DUE PROCESS PRIOR TO FORFEITURE OF COMMISSION SEAT FOR VIOLATIONS OF RULES; AMENDING SECTION 16 BY CHANGING STRAW BALLOT VOTE FOR MAYOR TO BINDING VOTE OF THE PEOPLE FOR MAYOR, REQUIRING THAT MAYORAL CANDIDATE WITH SECOND HIGHEST VOTES BE ELECTED AS VICE MAYOR; AMENDING SECTION 17 BY MAKING MAYOR RESPONSIBLE FOR COMMISSIONERS' COMPLETION OF CHARTER OFFICER EVALUATIONS; AMENDING SECTION 21 BY INCLUDING A PROVISION TO ALLOW COMMISSIONERS TO ATTEND MEETINGS USING COMMUNICATION TECHNOLOGY DUE TO A SERIOUS MEDICAL CONDITION IN COMPLIANCE WITH STATE LAW; AMENDING SECTION 25 BY INCLUDING MINIMUM PROFESSIONAL QUALIFICATIONS FOR CITY MANAGER, INCREASING THE TIME FOR NEW CITY MANAGER TO BECOME CITY RESIDENT FROM THIRTY TO NINETY DAYS AND REQUIRING DESIGNATION OF CITY MANAGER PRO TEM; AMENDING SECTION 31 BY INCLUDING MINIMUM PROFESSIONAL QUALIFICATIONS FOR CITY ATTORNEY AND REQUIRING THAT THE CITY ATTORNEY PROVIDE A LIST OF QUALIFIED ATTORNEYS FOR CONSIDERATION BY THE CITY COMMISSION FOR CITY ATTORNEY PRO TEM; AMENDING SECTION 41 BY PROVIDING THAT A REFERENDUM VOTE OF THE PEOPLE IS REQUIRED BEFORE THE POLICE DEPARTMENT CAN BE DISSOLVED; AMENDING SECTION 44 BY PROVIDING THAT A REFERENDUM VOTE OF THE PEOPLE IS REQUIRED BEFORE THE FIRE DEPARTMENT CAN BE DISSOLVED; AMENDING SECTION 47 BY INCLUDING MINIMUM PROFESSIONAL QUALIFICATIONS FOR CITY CLERK AND REQUIRING DESIGNATION OF CITY CLERK PRO TEM; AMENDING SECTIONS 58 AND 60 BY PROVIDING MINIMUM PROFESSIONAL QUALIFICATIONS FOR COMPTROLLER AND REQUIRING COMPTROLLER TO PROPOSE SOUND, WRITTEN INVESTMENT POLICIES FOR APPROVAL BY COMMISSION; AMENDING SECTION 64 BY REQUIRING COMPTROLLER TO SCHEDULED ANNUAL FINANCIAL AUDIT BY INDEPENDENT CERTIFIED PUBLIC ACCOUNTANT; AMENDING SECTIONS 74 AND 75 BY PROHIBITING TRANSFER OF FUNDS OUT OF CONSERVATION TRUST FUND TO BE USED FOR ANY OTHER

PURPOSE BESIDES CONSERVATION; REPEALING SECTION 107A TO REMOVE RESTRICTIONS ON COMMUNITY REDEVELOPMENT AREAS (CRA's); AMENDING SECTION 121 BY PROVIDING AN OATH OF OFFICE IN COMPLIANCE WITH STATE LAW INCLUDING FLORIDA CODE OF ETHICS FOR PUBLIC OFFICERS AND EMPLOYEES; AMENDING SECTION 136 PROVIDING THAT BY MAJORITY VOTE, CITY COMMISSIONERS, CHARTER OFFICERS AND MEMBERS OF APPOINTED CITY BOARDS MAY REQUEST THAT THE CITY COMMISSION INVESTIGATE A DEPARTMENT, OFFICER OR EMPLOYEE; CREATING SECTION 141 PROVIDING FOR CITIZEN INITIATIVES TO PROPOSE OR AMEND CITY ORDINANCES AND PROVIDING FOR AN INITIATIVE PROCESS; AMENDING RESERVED SECTION 142 TO REQUIRE THE CHARTER TO BE REVIEWED EVERY EIGHT YEARS BY A CHARTER REVIEW COMMITTEE MADE UP OF CITY RESIDENTS; AMENDING SECTIONS 6-8, 12-13, 22, 29-30, 59, 62, 71, 79, 137, 143, AND 144 TO CLARIFY CERTAIN PROVISIONS WITHOUT CHANGING THEIR MEANING; REPEALING SECTIONS 10b, 14-15, 20, 32-33, 45, 61, 69, 72, 78, 120, 122 AND 125 TO BE CONSISTENT WITH STATE LAW AND/OR INCORPORATING SECTIONS INTO OTHER EXISTING SECTIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

NOW, THEREFORE, THE CITY OF FERNANDINA BEACH HEREBY ENACTS:

SECTION 1. It is hereby proposed that the amendments to the charter of the City of Fernandina Beach be adopted.

SECTION 2. It is proposed that Section 1 of the City of Fernandina Beach's Charter be hereby amended to read as follows:

Section 1. Creation

~~The City of Fernandina and the City of Fernandina Beach were combined into one municipality called the City of Fernandina in 1921 pursuant to the Laws of Florida, Chapter 8949 (1921). The name of the municipality was changed to the City of Fernandina Beach (1951) and has operated as a municipal corporation pursuant to Charter since that time.~~

The City of Fernandina was first established in 1825, then later abolished and reincorporated in 1921 by the Florida Legislature. The Town of Fernandina Beach was established in 1949 by the Florida Legislature. The City of Fernandina and the Town of Fernandina Beach were consolidated as the City of Fernandina Beach on January 1, 1952 after referendum approval by voters.

SECTION 3. It is proposed that Section 6 of the City of Fernandina Beach's Charter be hereby amended to read as follows:

Section 6. Boundaries.

That the following ~~shall be~~ is the territory the inhabitants of which are hereby established and organized into a municipal corporation, and over which such municipality ~~shall~~ exercises its jurisdiction and powers in accordance with state law and City ordinances, to wit:

- (a) ***Original boundaries of the City.*** Beginning at a point where the range line between Range Twenty-eight (28) East, and Range Twenty-nine (29) East intersects the southerly boundary of Egan's Creek;

thence north, along the said range line, to a point on the low water mark of Cumberland Sound; thence easterly, along the said low water mark of Cumberland Sound, to a point on the low water mark of the Atlantic Ocean; thence southerly, along the said low water mark of the Atlantic Ocean, to a point on the southerly boundary of Section Ten (10), Township Two (2) North, Range Twenty-eight (28) East; thence south eighty-nine degrees fifty-five minutes west (S89°55'W), along the southerly boundary of said Section Ten (10), a distance of five hundred eighty-three (583.0) feet, more or less, to a point at the southwest corner of said Section Ten (10), thence north seven degrees twenty-four minutes east (N7°24'E), along the westerly line of said Section Ten (10), a distance of one thousand seven hundred twenty-eight and three-tenths (1728.3) feet to a point at the northwest corner of said Section Ten (10) and on the south line of Section Eight (8), Township Two (2) North, Range Twenty-eight (28) East, said point being south eighty-five degrees fifty-three minutes west (S85°53'W) a distance of two hundred fifty and fourteen hundredths (250.14) feet from the southeast corner of said Section Eight (8); thence south eighty-five degrees fifty-three minutes west (S85°53'W), along the south line of said Section Eight (8), a distance of one thousand seventy-nine and six-tenths (1079.6) feet to a point; thence south eight degrees eighteen minutes west (S8°18'W) a distance of three thousand one hundred sixty-nine and eighty-eight hundredths (3169.88) feet to a point on the south line of Section Eleven (11), Township Two (2) North, Range Twenty-eight (28) East; thence south eighty degrees twenty-four minutes west (S80°24'W), along the south line of said Section Eleven (11), a distance of five thousand two hundred thirty-eight (5238.0) feet, more or less, to a point at the southwest corner of said Section Eleven (11); thence in a northerly direction, along the west line of said Section Eleven (11) and the west line of Government Lots Four (4) and Three (3) in Section Six (6), Township Two (2) North, Range Twenty-eight (28) East, a distance of ten thousand seven hundred fifty (10,750.0) feet, more or less, to a point on the north line of said Section Six (6), said point being the southwest corner of Lot Sixty-six (66) of Ocean Breeze Farms Subdivision as recorded in Plat Book Two (2) at page nineteen (19) of the public records of said Nassau County, Florida; thence south eighty-eight degrees twenty-three minutes east (S88°23'E), along the north line of said Section Six (6), a distance of four hundred nineteen and six-tenths (419.6) feet to a point at the southwest corner of Lot Ninety-nine (99); thence north one degree thirty-seven minutes east (N1°37'E), along the west line of Lots Ninety-nine (99) and Sixty-five (65), a distance of five hundred eleven and five-tenths (511.5) feet to a point at the northwest corner of said Lot Sixty-five (65); thence south eighty-eight degrees twenty-three minutes east (S88°23'E), along the north line of Lots Sixty-five (65) and Fifty-two (52), a distance of one thousand three hundred twenty (1320.0) feet to a point at the northeast corner of said Lot Fifty-two (52); thence south one degree thirty-seven minutes west (S1°37'W), along the east line of Lots Fifty-two (52) and one hundred (100), a distance of five hundred eleven and five-tenths (511.5) feet to a point on the north line of said Section Six (6); thence south eighty-eight degrees twenty-three minutes east (S88°23'E), along the north line of Sections Six (6) and Seven (7), Township Two (2) North, Range Twenty-eight (28) East, a distance of three thousand ninety-nine and twenty-seven hundredths (3099.27) feet to a point in the center of the south line of Lot One hundred five (105) of Ocean Breeze Farms Subdivision as recorded in Plat Book "O" at page fifty-nine (59) of the public records of said Nassau County, Florida; thence north one degree fifty-four minutes east (N1°54'E), along the center line of Lot One hundred five (105) and Lot Six (6), a distance of three hundred forty-six and five-tenths (346.5) feet to a point in the center of said Lot Six (6); thence south eighty-eight degrees twenty-three minutes east (S88°23'E) a distance of three hundred three and twenty-five hundredths (303.25) feet to a point at the center of the west line of Lot Seven (7); thence north one degree thirty-seven minutes east (N1°37'E), along the west line of Lots Seven (7) and Eight (8), a distance of four hundred ninety-five (495.0) feet to a point at the northwest corner of said Lot Eight (8); thence south eighty-eight degrees twenty-three minutes east (S88°23'E), along the north line of Lots Eight (8), Nineteen (19), and Twenty-one (21), a distance of one thousand seven hundred ninety (1790.0) feet to a point at the northeast corner of said Lot Twenty-one (21); thence south three degrees eighteen minutes east (S3°18'E), along the east Lot Twenty-one (21), a distance of seven hundred forty-nine and eleven hundredths (749.11) feet to a point on the north line of said Section Eight (8); thence north eighty-five degrees fifty-three minutes east (N85°53'E) along the north line of said Section Eight (8), a distance of one thousand six hundred nine and six-tenths (1609.6) feet to a point at the northeast corner of said Section Eight (8); thence northerly, in a straight line through Sections Two (2) and One (1), Township Two (2) North, Range Twenty-eight (28) East, to a point at the northwest corner of Section Six (6), Township Two (2) North, Range Twenty-nine (29) East; thence northerly, along the range line between Ranges Twenty-eight (28) and Twenty-nine (29) East, Township Three (3) North, to a point at the northeast corner of Citrona Lot Twenty-eight (28), according to the official plat

of the City of Fernandina Beach (formerly named Fernandina) as lithographed and issued by the Florida Railroad Company in 1857 and enlarged, revised, and reissued by the Florida Town Improvement Company in 1887 and 1901; thence north eighty-two degrees twenty-eight minutes west (N82°28'W), along the prolongation of the southerly right-of-way line of Lime Street (60'R/W), to the low water mark of Amelia River; thence northerly, along the low water mark of Amelia River, to a point at the mouth of Egan's Creek; thence easterly, along the southerly boundary of Egan's Creek to the point of beginning.

- (b) Additions to City Boundaries. Pursuant to Florida law, the City is permitted to annex additional properties in accordance with procedures established by state and local laws. The current boundary records are kept in the City Clerk's Office and are available for view upon request.

SECTION 4. It is proposed that Section 7 of the City of Fernandina Beach's Charter be hereby amended to read as follows:

Section 7. Powers of City Generally

- (a) The City of Fernandina Beach ~~shall have~~ has full power and authority to:
- (1) Acquire, take, hold, control and dispose of property, real, personal and mixed, both within and without its corporate limits, for the use, benefit, welfare and best interest of said the municipality, by acquisition, condemnation or otherwise;
 - (2) Issue and sell bonds upon its property both within and without its corporate limits, or the earnings thereof, or both;
 - (3) Adopt and enforce local police, sanitary and other similar regulations not in conflict with the laws of the state;
 - (4) Do whatever is necessary and proper for the safety, health, convenience and general welfare of its inhabitants; and
 - (5) Exercise all other powers of local self-government; and
 - (6) Own and operate all utilities, both within its boundaries, and outside its boundaries, in order to serve the public health, safety and welfare.
- (b) The enumeration of particular powers by this Charter are not ~~shall not be held or deemed to exclusive, but, in addition to the powers enumerated herein, implied thereby or appropriate to the exercise thereof, the city shall have, and may exercise, all other powers which, under the constitution and laws of Florida, it would be competent for this section specifically to enumerate.~~ are some of the municipal home rule powers provided for by the Florida State Constitution and Laws of Florida, and there are other governmental, corporate and proprietary powers not enumerated in this Charter which may be exercised by the City to conduct municipal government, perform municipal functions and render municipal services. (as set forth in Section 166.021, Fla. Stats.)

SECTION 5. It is proposed that Section 8 of the City of Fernandina Beach's Charter be hereby amended to read as follows:

Section 8. Commissioner-manager plan (form) of government.

The form of government of the City of Fernandina Beach provided for under this Act ~~shall be that is~~ known as the "Commission-Manager Plan," and the Commission ~~shall consists~~ of five (5) citizens, who ~~shall be~~ are elected at large in the manner hereinafter provided in this Charter. The Commission ~~shall constitutes~~ the governing body with powers as hereinafter provided to pass ordinances, adopt ~~regulations-resolutions~~ and appoint a chief administrative officer to be known as the "City Manager," and to exercise all other powers ~~hereinafter provided in this Charter and under Florida law.~~

~~SECTION 3~~ SECTION 6. It is proposed that Section 9 of the City of Fernandina Beach's Charter be hereby amended to read as follows:

Section 9. Created; election by ~~groups~~ seats, number; term.

The City Commission shall prescribe the conduct, method, dates and manner of holding elections by ordinance in substantial compliance with the principles adopted for state elections. In matters on which the conduct of municipal elections can vary from the conduct of state elections, the City Commission may, by ordinance, adopt rules specific to municipal elections. All City elections shall be are non-partisan.

(a) ~~If an affirmative majority of the present City Commission so desires, the city shall by ordinance, motion or otherwise, elect five (5) members for said commission in the following manner:~~

~~One (1) member shall run as a candidate from and be elected by the qualified electors of group one (1), the boundaries of which shall be coterminous with the boundaries of the City of Fernandina Beach, Florida, and when elected shall serve as city commissioner of and for group one (1) of said city.~~

~~One (1) member shall run as a candidate from, and be elected by the qualified electors of, group two (2), the boundaries of which shall be coterminous with the boundaries of the City of Fernandina Beach, Florida, and when elected shall serve as city commissioner of and for group two (2) of said city.~~

~~One (1) member shall run as a candidate from, and be elected by the qualified electors of, group three (3), the boundaries of which shall be coterminous with the boundaries of the City of Fernandina Beach, Florida, and when elected shall serve as city commissioner of and for group three (3) of said city.~~

~~One (1) member shall run as a candidate from, and be elected by the qualified electors of, group four (4), the boundaries of which shall be coterminous with the boundaries of the City of Fernandina Beach, Florida, and when elected shall serve as city commissioner of and for group four (4) of said city.~~

~~One (1) member shall run as a candidate from, and be elected by the qualified electors of, group five (5), the boundaries of which shall be coterminous with the boundaries of the City of Fernandina Beach, Florida, and when elected shall serve as city commissioner of and for group five (5) of said city.~~

(a) There is hereby created a City Commission to consist of five (5) electors seats of the City of Fernandina Beach, and elected at large by the qualified voters of the City of Fernandina Beach. The designation of seats is not used or construed to divide the City into Commission districts for purposes of qualification, election, or representation.

(b) ~~Members shall serve for a term of four (4) years or until their successors have been elected and take office. Elections for the groups referred to in paragraph (a) shall be held as follows: Seats 1, 2, and 3 were elected in 2020. Seats 4 and 5 were elected in 2018.~~

~~Group 1 shall be elected in 2016.~~

~~Groups 2 and 3 shall be elected in 2017 and 2020.~~

~~Groups 4 and 5 shall be elected in 2015 and 2018.~~

Thereafter, all groups seats shall be are elected every four (4) years for a term of four (4) years.

(c) ~~If there are several candidates in each seeking the same seat group, then the candidate receiving a majority vote shall be held is elected for that seat. group. provided, However, that In the event the no~~

candidate shall not receives a majority vote, then and in that event the two (2) candidates receiving the largest or highest ~~number of votes~~ shall ~~must~~ have their names placed on an election ballot unless one (1) of the two (2) candidates to be elected shall withdraws from the race, then and in that event no run off or second election shall will be called, and the remaining candidate shall be declared is elected. in a run off or second election and ~~In said a run off or second election, the candidate receiving the largest or highest number of votes shall be held is elected for that seat group; provided always, however, that this shall not apply to any candidate or candidates that receive a majority vote in the first or general election. Provided, however, that No group or groups of candidates shall can qualify in for more than one (1) group seat in any general election or run off or second election in any one election year. If there are no more than two (2) qualified candidates seeking the same seat, then the election for that seat will be held at the general election in conjunction with county, state, and federal elections. If there are more than two (2) qualified candidates seeking the same seat, then an initial election for that seat will be held at the primary election in conjunction with county, state and federal elections (the "Initial Election"). The two (2) candidates at the Initial Election who receive the highest number of votes for a seat will advance with the election for that seat to be held at the general election in conjunction with county, state, and federal elections. For each seat, the candidate receiving the majority vote in the general election is elected for that seat. No candidates can qualify for more than one (1) seat in any initial election or general election in any election year.~~

- (d) City elections ~~shall be~~ are nonpartisan and shall be held every two (2) years in even numbered years and in conjunction with county, state and federal elections. The City Commission shall have ~~has~~ the authority to call for special elections at any time ~~not on the same dates~~ other than as the City general elections. ~~for special elections, ballot questions and referenda.~~

SECTION 4 SECTION 7. It is proposed that Section 10 of the City of Fernandina Beach's Charter be hereby amended to read as follows:

Section 10. Powers generally; dealing with administrative service through Charter Officers required; penalties for violations deemed misdemeanor, penalty

(a) The Mayor and Commissioners ~~shall~~ must not, in any manner, dictate the appointment or removal of any city officers or employees whom the Charter Officer or any of his/her said Officer's subordinates are empowered to appoint, evaluate and supervise. City Commissioners must each complete an annual performance evaluation for each Charter Officer.

~~(b) All powers of the City, except as otherwise provided by this Charter or by the constitution of this state, are hereby vested in the City Commission. Except as otherwise provided by this Charter or by the constitution of this state, the City Commission may by ordinance or resolution prescribe the manner in which any power of the city shall be exercised.~~

~~(e)-(b)~~ The Mayor and Commissioners ~~shall~~ deal with administrative service through the respective Charter Officer. The Mayor and Commissioners ~~shall~~ must not directly interfere with or direct the conduct of any employee in the discharge of prescribed duties. However, with the express permission of the respective Charter Officer, the Mayor and Commissioners may communicate directly with an employee.

~~(d)-(c)~~ Any violation of the provisions of this section by any member of the City Commission ~~shall is~~, upon first offense, be grounds for sanction recognition and discussion by the Commission of the violation, any second or subsequent offense or violation within a Commissioner's term is grounds for sanction by the City Commission, and a third offense within the same Commissioner's term is grounds for forfeiture of Commission seat by the offending Commissioner. Prior to forfeiture of a Commission seat, any Commissioner accused of violating this Section is entitled to a public hearing conducted in accordance with the City's rules of procedure for quasi-judicial hearings as adopted by ordinance. shall constitutes a misdemeanor and, upon conviction

thereof before any court of competent jurisdiction, the violator shall be fined in an amount not exceeding two hundred dollars (\$200.00), or be imprisoned for a period not exceeding six (6) months, or both, at the discretion of the court, and shall be subject to removal from office.

(e)-(d) Investigations or inquiries shall be are conducted pursuant to Section 136 of this Charter.

SECTION 5. It is proposed that Section 10A of the City of Fernandina Beach's Charter be hereby amended to read as follows:

Sec. 10A – Referendum required for sale of city-owned recreational facilities and no sale of conservation land.

(a) A referendum election is required prior to the sale or lease for a period of more than 40 years of "recreational facilities" such as golf courses, swimming pools, and parks.

(b) For a referendum election under this Section 10A, the City Commission must first adopt an ordinance by unanimous vote of the Commission to put a sale or lease of recreational facilities on a ballot for the voters, and the referendum must then pass by 70% of the voters in that referendum election.

(c) "Conservation lands", including City-owned lands protected by conservation easements, must not be leased or sold by the City and are held by the City for the benefit of the public in perpetuity.

(d) "Recreational facilities" and "conservation lands" are each defined in the City's Comprehensive Plan and generally mean lands or places with a Recreation or Conservation designation, respectively, on the City's Future Land Use Map of the City's Comprehensive Plan. Conservation lands may also include lands owned or leased by the City and protected by conservation easements.

(1) A referendum election shall be required prior to the sale, lease for a period of more than 40 years, or other transfer of City owned swimming pools, golf course or courses, any and all recreational facilities, or lands which are designated for recreational use in the City's comprehensive plan or any portion thereof, and all buildings, improvements and appurtenances pertaining thereto, whether presently built or hereafter built. The City Commission shall pass an ordinance by a majority vote to place the matter on the ballot for the voters to decide. The decision of the voters shall be binding. If approved by the voters, the City Commission shall have the authority to issue a deed for the property, or to issue such other documents as may be necessary to complete the transaction.

(2) "Recreational facilities" as used in this section is hereby defined as any real property, including improvements thereon, owned by the City of Fernandina Beach and used or intended for use by the general public primarily for parks, playgrounds, amusements, resorts, pleasure, nature preserves; botanic, zoological or marine conservatories; sporting events, pleasure boating, swimming, fishing or any other recreational activity. Such recreational facilities shall be designated by a resolution of the City Commission and which resolution shall be is updated from time to time.

(3) A referendum election is required prior to leasing for a period of more than 40 years or sale, or other transfer of City-owned conservation land which includes land burdened by a conservation easement and/or land that is in a conservation zoning district or has a future land use map designation of conservation. The City Commission must pass an ordinance by super-majority vote to place the matter on the ballot for voters to decide. The decision of the voters is binding on the City Commission. If approved by the voters, the City Commission has the authority to issue a deed for the property, or to issue such other documents as may be necessary to complete the transaction.

(4) "Conservation Lands" as used in this section is hereby defined as areas owned by the City of Fernandina Beach and designated Conservation in the City's Future Land Use Map series.

SECTION 6 SECTION 8. It is proposed that Section 11 of the City of Fernandina Beach's Charter be hereby amended to read as follows:

Section 11. Qualifications of members; holding of more than one office not permitted; interest in profits of City contracts, etc., prohibited; filling vacancies.

(a) The Commission is the judge of the election and qualification of its own members, subject to review by the courts. Members of the City Commission shall must be residents of the City and have the qualifications of electors. therein. Officers and employees of the City may not hold more than one office in the City government of the City of Fernandina Beach, and shall must not be interested in the profits or emoluments of any contract work or service for the municipality, and any such contract in which any member is, or may become, interested shall must be declared void by the City Commission. City Commissioners are “public officers” under Ch. 112, Florida Statutes (Code of Ethics for Public Officers and Employees) and must abide by all of the ethical standards set forth in these statutes.

(b) Any member of the City Commission ceasing to possess the foregoing qualifications, including violations of Ch. 112, Florida Statutes (state Code of Ethics), or who has been convicted of a felony is automatically suspended from office until the City Commission conducts a public hearing and issues a ruling regarding forfeiture of the Commissioner’s seat. The public hearing must be conducted within ten (10) calendar days of a verified, written complaint or request for hearing submitted to the City Attorney. In addition, any member of the City Commission who misses three (3) regular meetings in a calendar year is automatically suspended from office until the City Commission conducts a hearing as set forth herein and issues a ruling regarding forfeiture of the Commissioner’s seat. A hearing conducted pursuant to this Section must be conducted in accordance with the City’s rules of procedure for quasi-judicial hearings, as adopted by resolution or ordinance.

(c) Any vacancy in the City Commission must be filled until the next regular municipal election by vote of the remaining members of the City Commission; provided, that if such vacancy is not filled within thirty (30) days after it has occurred, appointment to fill the existing vacancy will be made by the Governor. Vacancies resulting from a recall election will be filled as required by state law.

SECTION 9. It is proposed that Section 12 of the City of Fernandina Beach’s Charter be hereby amended to read as follows:

Section 12. Salary of members.

The Mayor and City Commissioners shall receive a salary in the amount as established by appropriate City ordinance.

SECTION 10. It is proposed that Section 13 of the City of Fernandina Beach’s Charter be hereby amended to read as follows:

Section 13. Limitation on successive terms in office.

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

SECTION 7 SECTION 11. It is proposed that Section 14 of the City of Fernandina Beach’s Charter be hereby repealed as follows:

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

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

SECTION 8 SECTION 12. It is proposed that Section 15 of the City of Fernandina Beach's Charter be hereby repealed as follows:

Sec. 15. – Vacancies, how filled. Reserved.

~~Any vacancy in the City Commission shall be filled until the next regular municipal election by vote of the remaining members of the Commission; provided, that if such vacancy is not filled within thirty (30) days after it shall have occurred, appointment to fill the existing vacancy shall be made by the Governor. Vacancies resulting from a recall election shall be filled as required by state law~~

SECTION 9 SECTION 13. It is proposed that Section 16 of the City of Fernandina Beach's Charter be hereby amended to read as follows:

Section 16. – Mayor and Vice Mayor—When selected; procedure; term

~~(a) In case the members of the Commission are unable to agree on the selection of Mayor, at the time fixed in the Code of Ordinances for the Commission's annual organization meeting, then the Mayor shall be chosen by lot, conducted by the City attorney, who shall certify the result of such lot upon the journal of the Commission.~~

(a) The Mayor of the City will be elected by the voters by placement on the ballot as authorized in subsection (b) below and by receiving the highest number of votes for Mayor with such election to be held in conjunction with the regular election held for the purpose of electing City Commissioners.

(b) Candidates for the mayoral election must consist of incumbent Commissioners who are not subject to reelection to the City Commission at that same election. Any eligible candidate wishing to be considered for the position of Mayor must request in writing, no later than the City Commission's deadline for qualifying for running for City Commission in the City general election, to be placed on the ballot.

(c) The mayoral candidate on the ballot with the second highest number of votes in the mayoral election must be appointed to the Vice-Mayor position.

(d) On the occasion that only one incumbent City Commissioner should choose to be on the mayoral ballot, there is no need for the mayoral election, and the one mayoral candidate must be appointed to the position of Mayor at the City Commission's annual organizational meeting. The City Commission may choose any City Commissioner not appointed as the Mayor to be the Vice-Mayor, including newly-elected Commissioners. If no incumbent City Commissioner chooses to be on the mayoral ballot, the City Commission must vote to appoint one of the Commissioners to serve as Mayor and one Commissioner to serve as Vice-Mayor, and newly-elected Commissioners may be considered.

~~(b) (e) The Mayor and Vice Mayor shall each serve a term of two (2) years to coincide with the municipal general election, beginning in 2018, unless sooner removed from office by the City Commission as provided below in subsection (e).~~

~~(e) The City Commission may, by majority vote and for any reason including but not limited to Florida Sunshine Law violations, remove the Mayor from office and appoint another incumbent Commissioner to serve as Mayor for the remainder of the two (2) year term. The person removed from the office of Mayor shall continue to serve as Commissioner until the end of their current term as Commissioner unless otherwise prohibited from serving as Commissioner by state law.~~

~~(f) On the occasion that all eligible candidates but one should withdraw from the straw ballot, election, there shall be no straw ballot election and the one remaining candidate shall be considered the primary candidate for the position of Mayor at the organizational meeting.~~

~~(g) (f) The appointee shall serve as existing Mayor and Vice Mayor will serve until the organizational meeting following the next regular general election held by the City.~~

SECTION 14. It is proposed that Section 17 of the City of Fernandina Beach's Charter be hereby amended to read as follows:

Sec. 17. - ~~Same~~—Functions and powers of the Mayor.

The powers and duties of the Mayor ~~shall be as are~~ set forth in this Charter. ~~and below: and such other duties as may be conferred upon the Mayor by official action of the City Commission.~~

- (a) The Mayor ~~shall have~~ has a voice and a vote in the proceedings of the Commission but no veto power;
- (b) The Mayor ~~shall~~ does not exercise any administrative power, unless specifically set forth in this Charter;
- (c) The Mayor ~~shall~~ presides at all meetings of the Commission and performs such other duties consistent with the office, including but not limited to ensuring that every Commissioner completes an annual performance evaluation for each Charter Officer. ~~The Mayor may use the title of Mayor in the execution of legal instruments or when required by the general or special laws of the state; and~~
- (d) The Mayor ~~shall be recognized as is~~ the official head of the City ~~by the courts~~ for the purpose of serving civil processes and for all ceremonial purposes.

SECTION 15. It is proposed that Section 20 of the City of Fernandina Beach's Charter be hereby repealed as follows:

Sec. 20. - ~~Same~~—Vacating seat of member for unexcused absence of specified duration. Reserved.

~~Absence from four consecutive regular meetings of the Commission, shall operate to vacate the seat of a member unless such absence is excused by the commission by resolution setting forth the fact of such excuse duly entered upon the journal.~~

SECTION 16. It is proposed that Section 21 of the City of Fernandina Beach's Charter be hereby amended to read as follows:

Section 21. Adoption and enactment of municipal ordinances and resolutions; quorum for City Commission.

~~(1)~~-(a) The adoption of ordinances and resolutions must be in compliance with Section 166.041, Florida Statutes, or such other section in Florida Statutes pertaining to the adoption of municipal ordinances or resolutions, as the same may be amended from time to time.

~~(2)~~-(b) A majority of the members of the City Commission ~~shall~~ constitutes a quorum. An affirmative vote of at least three City Commissioners ~~shall be is~~ necessary to enact any ordinance or resolution; except that ~~two-thirds~~ a supermajority of the City Commission is required to enact an emergency ordinance. ~~An affirmative vote of a majority of a quorum present is necessary to adopt any resolution.~~ In case of a serious medical condition, as provided by Florida law, a Commissioner may be permitted to vote in real time by communication media technology instead of being physically present. On final passage, the vote of each member of the City Commission voting ~~shall~~ must be entered on the official record of the meeting. All ordinances or resolutions passed by the City Commission ~~shall~~ become effective ten (10) days after passage or as otherwise provided therein.

~~(3)~~-(c) Every ordinance or resolution shall, upon its final passage, be recorded in a book kept for that purpose and ~~shall must~~ be signed by the presiding officer and the City Clerk. ~~of the city commission~~

SECTION 13 SECTION 17. It is proposed that Section 25 of the City of Fernandina Beach's Charter be hereby amended to read as follows:

Section 25. – City Manager appointment; tenure of office; qualifications; ~~manager pro tem.~~

The City Commission ~~shall~~ must appoint a City Manager who ~~shall be~~ is the administrative head of the municipal government under the direction and supervision of the City Commission and ~~shall hold~~ holds office at the pleasure of the City Commission. The City Manager ~~shall~~ must be chosen solely on the basis of executive and administrative qualifications without regard to political belief, and need not be a resident of the City or state at the time of appointment; however, not later than ~~30~~ 90 days after executing the Oath of Office, the City Manager ~~shall~~ must become a resident of the City. The City Manager must have prior management experience managing at least one government organization with at least 250 employees and several departments, be a member in good standing of a professional organization such as the International City/County Management Association, and the Commission must consider more than one (1) qualified candidate for City Manager. The City Manager must be a member in good standing of a professional organization such as the International City/County Management Association prior to appointment or within six (6) months after appointment. The City Commission may ~~will~~ establish an appropriate contract for the City Manager, which ~~shall contain~~ contains the employment conditions, compensation, benefits and such other terms as may be appropriate. The City Manager may also be deemed to be a regular employee of the City, and the employment conditions, compensation, benefits and other terms may be set by the City Commission through ordinance, resolution or policy. ~~During the absence or disability of the City Manager, the City Commission shall designate some properly qualified person to temporarily execute the function of the City Manager.~~

SECTION 18. It is proposed that Section 29 of the City of Fernandina Beach's Charter be hereby amended to read as follows:

Section 29. Powers and duties enumerated.

The City Manager ~~shall be~~ is responsible to the City Commission for the proper administration of all affairs of the City, and to that end ~~his~~ has the following powers and duties are and they shall be:

- (a) To see that the laws and ordinances are enforced;
- (b) Except as hereinafter specifically provided, to appoint and remove all subordinate officers and employees of the City; all appointments to be made upon merit and fitness alone;
- (c) To exercise control and direct supervision over ~~all~~ departments and divisions of the municipal government under this Charter, or which may hereafter be created by the City Commission, including setting the compensation for officers and employees; including public utilities owned by said city.
- (d) To see that all terms and conditions imposed in favor of the City or its inhabitants in any ~~public utility franchise contract~~ public utility are faithfully kept and performed; and upon knowledge of any violation thereof, to call the same to the attention of the City Attorney, whose duty it is hereby made to take such legal steps as may be necessary to enforce the same;
- (e) To attend all meetings of the City Commission, and of its committees, with right to take part in the discussions, but without having a vote;
- (f) To recommend to the Commission for adoption such measures as ~~he may deem~~ are deemed necessary or expedient in the interests of the City;
- (g) To keep the City Commission fully advised as to the financial condition and needs of the City and to submit for its consideration an annual budget and five-year capital improvement plan;

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

~~(i) (h) He shall be purchasing agent for the City, by whom all purchases of supplies shall be made and he shall approve all vouchers for the payment of same. In the capacity of purchasing agent he shall also the conduct all sales of personal property which the Commission may authorize to be sold as having become unnecessary or unfit for the City's use. All purchases and sales shall must conform to such regulations as the City Commission may from time to time prescribe. To be responsible for the procurement, sale of surplus, management, payment, and contract compliance for all supplies, services, and construction contracts, including any Federal, State, or other grant funded activity, at the direction of the City Commission and in accordance with all applicable City, State, or Federal laws and regulations ; and~~

~~(j) (i) To designate a City Manager pro tem to be approved by the City Commission to serve in case of absence or disability of the City Manager.~~

SECTION 19. It is proposed that the Code of Ordinances, City of Fernandina Beach, Florida, is hereby amended by creating a section formerly reserved as Section 30, which section reads as follows:

Section 30. Reserved. Salaries and compensation.

The City Manager fixes the number and compensation of all other officers and employees. The salaries or compensation must be uniform for like services in each grade of the City service, as the same will be graded or classified by the City Manager, and approved by the City Commission. All salaries and rates of pay, with dates of employment and discharge, must be immediately reported to the City Clerk. All fees and money received or collected by officers and employees must be immediately paid over to the City Comptroller on the date of their receipt.

SECTION 20. It is proposed that Section 31 of the City of Fernandina Beach's Charter be amended to read as follows:

Section 31. City Attorney appointment and qualifications; tenure of office; powers and duties enumerated; attorney pro tem

~~a) Appointment; tenure of office; qualifications; and attorney pro tem.~~ The City Commission ~~shall~~ must appoint a City Attorney, who ~~shall~~ acts as the legal advisor to and attorney and counselor for the municipality and all of its officers in matters relating to their official duties. The City Attorney ~~shall~~ serves under the direction and supervision of the City Commission and ~~shall~~ holds office at the pleasure of the City Commission. The City Attorney ~~shall~~ must be chosen on the basis of legal and administrative qualifications. The City Attorney must be a lawyer admitted to and having authority to practice in all courts of the state, including circuit and district appellate courts of Florida. The City Attorney must also be admitted to practice in the federal Middle District of Florida court and the 11th Circuit Appeals court or be admitted within six months of taking the Oath of Office. It is preferred that the City Attorney be board certified in City, County and Local Government Law by the Florida Bar Association.

~~(b) The City Commission shall~~ must establish an appropriate contract for the City Attorney, which ~~shall~~ contains the employment conditions, compensation, benefits and such other terms as may be appropriate. During the absence or disability of the City Attorney, the City Commission ~~shall~~ must designate a properly qualified person to temporarily execute the functions of the office.

~~b) (c) Powers and duties enumerated.~~ The City Attorney ~~shall be~~ is responsible to the City Commission for the proper administration of all affairs of the City assigned to the office of the City Attorney and to that end, the City Attorney's duties and powers ~~shall be~~ are the following:

- 1) Prepare all contracts, bonds and other instruments in writing in which the municipality is concerned, and ~~shall~~ endorses on each the City Attorney's approval;
- 2) ~~The City Attorney shall be is authorized To~~ Take such action required to avoid default judgment against the City in any litigation and ~~shall~~ must obtain authorization by resolution to prosecute and defend all causes of action, lawsuits and claims in which the City is a party. The City Attorney ~~shall~~ must review with the City Commission at the next regular meeting when any action to avoid default has been taken by the City Attorney;
- 3) ~~The City Attorney shall~~ Provide opinions of law relating to the activities of the City, the City Commission, the City Manager and City Clerk, upon request; and the direct employees of the City Attorney in the office of the City Attorney ~~shall~~ report to the City Attorney. The City Attorney ~~shall have~~ has the authority to hire, direct, promote and terminate the employees in the City Attorney's Office, notwithstanding Section 29(b) herein; and
- 4) For the purpose of serving during the absence or disability of the City Attorney, the City Attorney must propose a list of qualified attorneys for approval by the City Commission from which the City Commission may choose a City Attorney pro tem.

SECTION 21. It is proposed that Section 32 of the City of Fernandina Beach's Charter be hereby repealed as follows:

Section 32. ~~Additional Duties.~~ Reserved.

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

SECTION 22. It is proposed that Section 32 of the City of Fernandina Beach's Charter be hereby repealed as follows:

Section 33. ~~Qualifications.~~ Reserved.

~~The City Attorney shall be a lawyer admitted to and having authority to practice in all courts of the state.~~

SECTION 23. It is proposed that Section 41 of the City of Fernandina Beach's Charter be amended to read as follows:

Section 41. ~~Police force~~ department—composition; authority of chief.

The police ~~force~~ department of the City of Fernandina [Beach] ~~shall consists~~ of a chief of police and as many subordinate officers, ~~policemen/policewomen~~ and employees as the City Commission ~~shall by resolution determines by ordinance.~~ The chief of police ~~shall have~~ has exclusive control of the stationing and transfer of all ~~patrolmen and other~~ officers and employees constituting the police ~~force~~ department, subject to the approval of the City Manager and under such rules and regulations as the City Commission may prescribe or as may be prescribed by the ordinances of the City. In case of riot, conflagration or like emergency, the City Manager may appoint additional police personnel for temporary service. A referendum election is required prior to the City dissolving the police department of the City or contracting out law enforcement services to another agency.

SECTION 24. It is proposed that Section 44 of the City of Fernandina Beach's Charter be amended to read as follows:

Section 44. ~~Fire force~~ department; composition; authority of chief.

The fire ~~force~~ department of the City ~~shall consists~~ of a chief, ~~who shall be fire warden~~, and as many subordinate officers, firefighter/rescue personnel and employees as the City Commission, ~~shall~~, by ordinance, determines.

The fire chief ~~shall have~~ has exclusive control of the stationing and transfer of all firefighter/rescue personnel and other officers and employees of the fire force department subject to such rules and regulations as may be prescribed by the City Manager or by ordinance of the City; ~~he shall have~~ the fire chief has exclusive management and control of such officers and employees as may be employed in the administration of the affairs of ~~his~~ the force. In case of riot, conflagration or like emergency, the City Manager may appoint additional firefighter/rescue personnel for temporary service. A referendum election is required prior to the City dissolving the fire department of the City or contracting out fire/rescue services to another agency.

SECTION 25. It is proposed that Section 45 of the City of Fernandina Beach's Charter be hereby repealed as follows:

Section 45. ~~Public utilities.~~ Reserved.

~~The City of Fernandina Beach shall have the power to own and operate all utilities, both within its boundaries, and outside its boundaries, in order to serve the public health, safety and welfare. The City shall have the power to do all things necessary for the operation of the utilities, and the protection of the public health and safety and welfare.~~

SECTION 26. It is proposed that Section 46 of the City of Fernandina Beach's Charter be hereby repealed as follows:

Section 46. ~~Appointment; tenure of office; qualifications; and clerk pro tem.~~ Reserved.

~~The City Commission shall appoint a City Clerk, who shall serve under the direction and supervision of the City Commission and shall hold office at the pleasure of the City Commission. The City Clerk shall be chosen on the basis of administrative qualifications. The City Commission shall establish an appropriate contract for the City Clerk, which shall contain the employment conditions, compensation, benefits and such other terms as may be appropriate. During the absence or disability of the City Clerk, the City Commission shall designate a properly qualified person to temporarily execute the functions of the office.~~

SECTION 27. It is proposed that Section 47 of the City of Fernandina Beach's Charter be amended to read as follows:

Section 47. City Clerk appointment and qualifications; powers and duties enumerated; and City Clerk pro tem.

(a) The City Commission must appoint a City Clerk, who serves under the direction and supervision of the City Commission and holds office at the pleasure of the City Commission. The City Clerk must be chosen on the basis of administrative qualifications. The City Clerk must be a member in good standing of a professional organization such as the Florida Association of City Clerks. The City Commission must establish an appropriate contract for the City Clerk, which contains the employment conditions, compensation, benefits and such other terms as may be appropriate.

(b) The City Clerk shall be is responsible to the City Commission for proper administration of all affairs of the City assigned to the office of the City Clerk and to that end, the City Clerk's duties and powers ~~shall be~~ are the following:

a) 1. Attend all meetings of the City Commission and keep a journal of its proceedings, the correctness of which proceedings as entered in such journal ~~shall~~ must be certified to after each meeting by the signature of the City Clerk and by the signature of the presiding officer of the City Commission. Additionally, a journal ~~shall~~ must be maintained of the proceedings of all boards and committees required by the City Commission;

b) 2. ~~The City Clerk shall be~~ Is the custodian of the seal of the City;

- e) 3. Conduct municipal elections exercising authority not reserved to county constitutional officers; however all such authority and responsibility to conduct municipal elections, either special or general municipal elections, may be contracted out to the Nassau County Supervisor of Elections, as determined by the City Commission from time to time;
- d) 4. Countersign all checks and review outgoing checks to determine compliance with the City's established Purchasing Policy and Procedures;
- e) 5. Serve as legal custodian of all City records including but not limited to, all contracts, deeds, abstracts, title insurance policies and other official documents. ~~and perform such other duties as may be required by ordinance or resolution of the City Commission, as well as such as may be required by City Clerks by the general law of the state, applicable to municipalities and not inconsistent with this charter or with any ordinance or resolution passed by the City Commission;~~
- f) 6. Authenticate all ordinances, resolutions and transcripts of legislative functions;
- g) 7. Publish all public notices required by the City Commission or by law;
- h) 8. Prepare all awards, proclamations, certificates and other formal Documentation by the City Commission;
- i) 9. Notify the City Commission of all vacancies on boards or committees established by the City Commission;
- j) 10. File all liens, satisfactions and releases as authorized by the Mayor or City Manager;
- k) 11. Serve as notary public on behalf of the City and attest all City documents as required;
- l) 12. The direct employees of the City Clerk in the office of the City Clerk ~~shall~~ report to the City Clerk. The City Clerk ~~shall have~~ has the authority to hire, direct, promote and terminate the employees in the City Clerk's office, notwithstanding Section 29(b) herein; ~~and~~
- m) 13. ~~Any other duties as required by the City Commission.~~ Maintain City records of annexations and the official City boundaries, as they may be amended from time to time; and
- ~~(n)~~ 14. For the purpose of serving during the absence or disability of the City Clerk, a City Clerk pro tem must be proposed for approval by the City Commission.

SECTION 28. It is proposed that Section 58 of the City of Fernandina Beach's Charter be amended to read as follows:

Section 58. Department of Finance established.

There ~~shall be~~ is established a department of Finance, which ~~shall be~~ is headed by a City Comptroller, ~~who shall be under the supervision of the City Manager.~~ The City Comptroller must be a Certified Public Accountant (CPA) or have the same training and qualifications as a CPA. The Comptroller must be a member in good standing of the Florida Government Finance Officers Association within six (6) months of starting employment with the City. The City Comptroller shall be is the custodian of all monies funds of the City and shall keeps, preserves, reconciles, records, invests and deposits all funds of whatever kind in a legally authorized manner in accordance with the guidelines of the Governmental Accounting Standards Board, as established by the State of Florida and any established policies and procedures of the City.

SECTION 29. It is proposed that Section 59 of the City of Fernandina Beach's Charter be amended to read as follows:

Section 59. ~~Bond.~~ Liability insurance.

The City Comptroller ~~shall give a bond in the amount established by ordinance of the city commission from time to time—must have insurance for professional liability to protect the City.~~

SECTION 30. It is proposed that Section 60 of the City of Fernandina Beach's Charter be amended to read as follows:

Section 60. Collection of interest on investments or deposits.

All moneys due as interest upon investments or deposits ~~shall be~~ is collected by the City Comptroller and placed to the credit of the City, and any and all bonds and securities taken for investments and deposits ~~shall be~~ are held by the City Comptroller for safe keeping for the benefit of the City. The Comptroller must propose sound, written investment policies which are approved by the City Commission.

SECTION 31. It is proposed that Section 61 of the City of Fernandina Beach's Charter be hereby repealed as follows:

Section 61. ~~Collection of taxes, license fees and all moneys belonging to city.~~ Reserved.

~~The City Comptroller shall assure that all monies belonging to the City are properly recorded, reconciled and accounted for, including but not limited to taxes, licenses, revenue sharing, grants, special assessments, fines and income from all other sources in accordance with the guidelines of the Governmental Accounting Standards Board, as established by the laws of the State of Florida.~~

SECTION 32. It is proposed that Section 62 of the City of Fernandina Beach's Charter be amended to read as follows:

Section 62. Payment of moneys; procedure.

The City Comptroller ~~shall~~ issues checks to be paid from City funds only in accordance with established procedures, which procedures ~~shall~~ must be reviewed and approved by the City Manager and City Commission. The checks of the City may carry electronic signatures. In a declared emergency, the persons authorized to sign on behalf of the City ~~shall~~ must be established by resolution.

SECTION 33. It is proposed that Section 64 of the City of Fernandina Beach's Charter be amended to read as follows:

Section 64. Financial report; submission to Commission monthly.

At a regular City Commission meeting, the City Comptroller ~~shall~~ will submit monthly to the City Commission through the City Manager, a detailed report of the financial status of the City funds. The City Comptroller, or designee, ~~shall~~ will also attend the meeting to provide the necessary interpretation of the submitted financial data or to respond to the financial questions generated by the Commission. In addition, the City Comptroller must schedule an annual financial audit of accounts and records by an independent certified public accountant in accordance with state law.

SECTION 34. It is proposed that Section 69 of the City of Fernandina Beach's Charter be hereby repealed as follows:

Section 69. ~~How constituted.~~ Reserved.

~~The city commission may at any time appoint a fact-finding or advisory board or boards, composed of men and women who are residents of the City of Fernandina Beach qualified to act in an advisory capacity to the city commission or the city manager, with respect to the conduct and management of any property or institutions or the exercises of any public functions of the city. The members of any such board shall serve without compensation for the time fixed in their appointment or at the pleasure of the commission, and their duties shall~~

be to consult and advise with such municipal officers and make written recommendations, which shall become part of the records of the city.

SECTION 35. It is proposed that Section 71 of the City of Fernandina Beach's Charter be amended to read as follows:

Section 71. Annual estimate of expenditures and revenues for forthcoming year; submission to City Commission by City Manager.

- (a) In accordance with Section 29(g), the City Manager shall sets forth an estimate of the expenditures and revenues of the City for the upcoming fiscal year. The estimate of expenditures and revenues must ~~shall~~ be submitted in compliance with the procedures set forth in the laws of Florida.
- (b) The estimates, ~~and budget and 5-year capital improvement plan so given and~~ constituting the recommendation of the City Manager as to the amounts necessary to be appropriated for the ensuing fiscal year shall ~~must~~ be supported with information giving the reasons therefore in such detail as may be necessary to afford the City Commission a comprehensive understanding of the needs and requirements of the various departments and divisions of the City government for the ensuing fiscal year.

SECTION 36. It is proposed that Section 72 of the City of Fernandina Beach's Charter be hereby repealed as follows:

~~Section 72. Annual budget and appropriation. Reserved.~~

~~The city commission shall abide by the laws of the State of Florida in the preparation, submission and publication of its annual budget and appropriation by ordinance or resolution.~~

SECTION 37. It is proposed that Section 74 of the City of Fernandina Beach's Charter be amended to read as follows:

Section 74. Transfer of funds.

Upon request of the City Manager, the City Commission may authorize a budget amendment or budget transfer by resolution. The City Manager ~~shall be~~ is authorized to transfer funds within the same department or division ~~thereof~~ in such maximum amounts as established by ordinance or resolution from time to time; provided, however, this authorization does not extend to any funds received for or maintained in the Fernandina Beach Land Conservation Trust Fund.

SECTION 38. It is proposed that Section 75 of the City of Fernandina Beach's Charter be amended to read as follows:

Section 75. Limitation on appropriations.

At the close of each fiscal year the unencumbered balance of each appropriation ~~shall reverts~~ to the respective fund from which it was appropriated and ~~shall be~~ is subject to future appropriation. Any accruing revenue of the City; not appropriated ~~and hereinbefore provided,~~ and any balance at any time remaining after the purpose of the appropriation ~~shall have~~ has been satisfied or abandoned may from time to time be appropriated by the City Commission to such use as will not conflict with any uses for which specifically such revenues accrued. No money ~~shall may~~ be drawn from the treasury of the City, nor ~~shall~~ any obligation for the expenditure of the money be incurred, except pursuant to the appropriation made by the City Commission. No funds received for or maintained in the Fernandina Beach Land Conservation Trust Fund may be appropriated for or applied to any expenditure for any purpose other than those set forth in the Fernandina Beach Land Conservation Program.

SECTION 39. It is proposed that Section 78 of the City of Fernandina Beach's Charter be hereby repealed as follows:

Section 78. ~~Ad valorem taxes.~~ Reserved.

- (1) ~~Pursuant to Article VII, Sec. 9 of the State Constitution and the laws of the State of Florida, this municipality is hereby authorized, to levy ad valorem taxes on real and tangible personal property within the municipality.~~
- (2) ~~The assessment and collection of municipal ad valorem taxes shall be performed by appropriate officers and in such manner as is prescribed by general law.~~
- (3) ~~Pursuant to and in compliance with the laws of the State of Florida, the municipality may impose, by taxation and licenses or by user charges or fees authorized by ordinance, amounts of money which are necessary for the conduct of municipal government and may enforce their receipt and collection in the manner prescribed by law.~~

SECTION 40. It is proposed that Section 79 of the City of Fernandina Beach's Charter be amended to read as follows:

Section 79. Regulatory Fees.

- (a) Pursuant to the laws of the State of Florida, ~~this municipality~~ the City may levy reasonable business, professional, and occupational regulatory fees commensurate with the cost of the regulatory activity, including consumer protection, on such classes of businesses, professions, and occupations, the regulation of which has not been preempted by the state or a county pursuant to a county charter.
- (b) Pursuant to and in compliance with the laws of the State of Florida, the City may impose, by taxation and licenses or by user charges or fees authorized by ordinance, amounts of money which are necessary for the conduct of municipal government and may enforce their receipt and collection in the manner prescribed by law.

SECTION 41. It is proposed that Section 81 of the City of Fernandina Beach's Charter be amended to read as follows:

Section 81. Comptroller Certification of funds for contracts, obligations, etc.

~~No contract, agreement, or other obligation involving the expenditure of money shall may be entered into, nor shall any ordinance, resolution or order for the expenditure of money be passed by the City Commission or be authorized by any officer of the City, unless the Comptroller first certifies to the City Commission or to the proper officer, as the case may be, that the money required for such contract, agreement, obligation or expenditure is in the treasury to the credit of the fund from which it is to be drawn, and not appropriated for any other purpose. The sum so certified shall hereafter will be considered appropriated until the City is discharged from the contract, agreement or obligation.~~

The Comptroller must certify to the City and the City Commission that money to be expended for an obligation, such as a contract, is contained in the City account from which it is to be drawn and not appropriated for any other purpose prior to any action being taken by the City Commission or any City employee that commits the City to incur the obligation.

SECTION 42. It is proposed that Section 107A of the City of Fernandina Beach's Charter be hereby repealed as follows:

Section 107A. Community redevelopment areas. Reserved.

The City of Fernandina Beach is prohibited from creating any more than two non-contiguous, community redevelopment areas (CRA), pursuant to F.S. ch. 163, part III. The City of Fernandina Beach is prohibited from creating any such CRA wherein the assessed value for ad valorem tax purposes of the real property contained within such CRA would exceed two percent (2%) of the total assessed value of all real property in the city at the time of creation of such CRA.

SECTION 43. It is proposed that Section 120 of the City of Fernandina Beach's Charter be hereby repealed as follows:

Section 120. Salaries and compensation. Reserved.

The city commission shall fix, by ordinance, the salary or compensation of the city attorney, the department heads, the city manager, and the city commission. The city manager shall fix the number and compensation of all other officers and employees. The salaries or compensation so fixed shall be uniform for like services in each grade of the city service, as the same shall be graded or classified by the city manager, and approved by the city commission. All such salaries and rates of pay, with dates of employment and discharge, shall be immediately reported to the city clerk. All fees and moneys received or collected by officers and employees shall be immediately paid over to the city comptroller on the date of their receipt.

SECTION 44. It is proposed that Section 121 of the City of Fernandina Beach's Charter be amended to read as follows:

Section 121. Oath of office.

Every officer and employee of the City shall must, before entering upon the duties of his office- employment or office, take and subscribe to an oath or affirmation to be filed and kept in the office of the City Clerk, which oath must be in compliance with state law and at a minimum be in the following form:

"I, , a citizen of the State of Florida and of the United States of America, and being employed by or an officer of the City of Fernandina Beach and a recipient of public funds as such employee or officer, do hereby solemnly swear or affirm that I will support the Constitutions of the United States and of the State of Florida, and I will in all respects observe and implement the laws of the State of Florida and the laws and policies of the City of Fernandina Beach, including without limitation, the City's Comprehensive Plan and the standards of conduct prescribed by the Florida Code of Ethics for Public Officers and Employees. I further promise to fairly and honestly use my position to support the best interests of the citizens of Fernandina Beach."

SECTION 45. It is proposed that Section 122 of the City of Fernandina Beach's Charter be hereby repealed as follows:

Section 122. Official bonds Reserved.

The city commission or city manager, in fixing the salary of any officer, clerk or employee shall determine whether or not such officer, clerk or employee shall give bond, and the amount thereof, which bond shall be procured from a regularly accredited surety company authorized to do business under the laws of Florida, the premiums on such bonds to be paid by the city. All such bonds shall be filed in the office of the city clerk.

SECTION 46. It is proposed that Section 125 of the City of Fernandina Beach's Charter be hereby repealed as follows:

Section 125. Election arrangements; declaration of election results; appointment of inspectors. Reserved.

The city commission shall make all necessary arrangements for holding all municipal elections, and shall declare the result thereof. Inspectors, poll workers and clerks of election shall be appointed by the city commission except that if the commission shall fail to appoint them at least seven (7) days before the date of any election, the mayor may appoint them. In case of emergency, the mayor has the authority to appoint inspectors, poll workers and clerks of election.

SECTION 14 SECTION 47. It is proposed that Section 136 of the City of Fernandina Beach's Charter be amended to read as follows:

Section 136. Administrative investigations.

(a) The City Commission shall may by majority vote authorize investigations by resolution. The City Commission, Charter Officers and members of City Commission appointed boards, shall have the power at any time to cause the affairs of any department or the conduct of any officer or employee to be investigated, and, For such purpose each shall have has the power to compel the attendance of witnesses, and the production of books, papers, and other evidence; and for that purpose may issue subpoenas or attachments which shall must be signed by the Mayor or the City Manager and shall must be served by any officer authorized by law to serve such process.

(b) The authority making such investigation shall have has the power to cause the testimony to be given under oath, such oath to be administered by some officer having authority under the law of the state to administer oaths; and shall also have. The authority has the power to punish as for contempt any person refusing to testify to any fact within his their knowledge, or produce any book or papers under his their control relating to the matter under investigation.

(c) Nothing in this section should be construed to limit the Charter Officers' ability to inquire into matters under their respective areas of responsibility.

SECTION 48. It is proposed that Section 141 of the City of Fernandina Beach's Charter be amended to read as follows:

Section 141. General laws of state to apply. Initiatives.

All general laws of the state applicable to municipal corporations, now or which may hereafter be enacted, and which are not in conflict with the provisions of this Charter or with the ordinances and resolutions hereafter enacted by the city commission, shall be are applicable to this city; provided, however, that nothing contained in this Charter shall be is construed as limiting the power of the city commission to enact any ordinance or resolution not in conflict with the constitution of the state or with the express provisions of this Charter.

- (a) Power to propose initiatives. The registered voters of the City have the power to propose ordinances (which can include amending existing ordinances) to the City Commission provided that such power does not extend to the budget or capital program or any ordinance relating to appropriation of money, levy of taxes or salaries of city officers or employees. If the City Commission fails to adopt the proposed ordinance without any change in substance, the voters have the power to adopt or reject it at a City election.
- (b) Commencement of proceedings. Any five (5) registered voters may commence an initiative proceeding by filing an affidavit with the City Clerk stating they will constitute the petitioners' committee and be responsible for circulating the petition and filing it in proper form, stating their names and addresses and specifying the address to which all notices to the committee are to be sent, and setting out in full the proposed initiative ordinance to be voted upon. Promptly after the affidavit of the petitioners' committee is filed, the City Clerk will, at the committee's request and expense, issue the appropriate petition blanks to the petitioners' committee.

(c) Petitions.

(1) Number of signatures. Initiative petitions must be signed by registered voters of the City equal in number to at least ten (10) percent of the total number of qualified voters registered to vote in the last regular City election.

(2) Form and content. All papers of a petition must be uniform in size and style and assembled as one instrument for filing. Each signature must be executed by hand in ink or indelible pencil and shall be followed by the address of the person signing. Petitions must contain or have attached thereto throughout their circulation, the full text of the ordinance being proposed.

(3) Affidavit of circulator. When filed, each paper of a petition must have attached to it an affidavit executed by its circulator stating that the circulator personally circulated the paper, giving the number of signatures thereon, and stating that all the signatures were affixed in the circulator's presence, that the circulator believes them to be genuine signatures of the persons whose names they purport to be, and that each signer had an opportunity before signing to read the full text of the ordinance being proposed.

(d) Procedure after filing.

(1) Certificate of City Clerk; amendment. Within twenty (20) days after the petition is filed, the City Clerk will complete a certificate as to its sufficiency, specifying, if it is insufficient, the particulars wherein it is defective and promptly send a copy of the certificate to the petitioners' committee by registered mail. The only grounds for insufficiency are failure to comply with subsection (c) of this section. A petition certified insufficient for lack of the required number of valid signatures may be amended once if the petitioners' committee files a notice of intention to amend it with the City Clerk within two (2) days after receiving the copy of the City Clerk's certificate and files a supplementary petition with additional signatures within ten (10) days after receiving the copy of such certificate. The supplementary petition must comply with the requirements of paragraphs (2) and (3) of subsection (c) above and within five (5) days after it is filed, the City Clerk will complete a certificate as to the sufficiency of the petition as amended and promptly send a copy of such certificate to the petitioners' committee by registered mail as in the case of an original petition. If a petition or amended petition is certified sufficient, or if a petition or amended petition is certified insufficient and the petitioners' committee does not elect to amend or request City Commission review under paragraph (2) below within the time required, the City Clerk will promptly present their certificate to the City Commission and the certificate will then be a final determination as to the sufficiency of the petition. The City Clerk will be paid by the petitioners' committee any amount charged by the Nassau County Supervisor of Elections for verification of the names on the petition.

(2) Commission review. If a petition has been certified insufficient and the petitioners' committee does not file notice of intention to amend it, or if an amended petition has been certified insufficient, the committee may, within two (2) days after receiving the copy of such certificate, file a request that it be reviewed by the City Commission. The City Commission will review the certificate at its next meeting following the filing of such request and approve or disapprove it, and the City Commission's determination is then the final determination as to the sufficiency of the petition.

(3) Court review; new petition. A final determination as to the sufficiency of a petition will be subject to court review. A final determination of insufficiency, even if sustained upon court review, does not prejudice the filing of a new petition for the same purpose.

SECTION 49. It is proposed that the City of Fernandina Beach Charter be amended by creating a section formerly reserved as Section 142 which section reads as follows:

Sec. 142. —Reserved.

Sec. 142. Charter Review. ~~Reserved~~ Charter amendment and review.

~~At least once every seven (7) years, the City Commission must appoint a Charter Review Committee, in an odd-numbered year, of not less than seven (7) members from the City electors to review the City Charter and propose any amendments or revisions, which may be advisable for placement on the election ballot.~~

- (a) This Charter may be amended by either (1) ordinance proposed and adopted by the City Commission or (2) petition proposed and signed by at least 10 percent of the total number of qualified voters registered to vote in the last regular City election; in each case, in accordance with Florida Statute 166.031
- (b) Beginning in 2027, and at least once every eight (8) years thereafter, the City Commission must appoint a Charter Review Committee, of not less than seven (7) members from the City electors to review the City Charter and propose to the City Commission any amendments or revisions, which may be advisable for placement on the election ballot. The City Attorney is responsible for supporting such committee with staff and legal advice.

SECTION 50. It is proposed that Section 143 of the City of Fernandina Beach's Charter be amended to read as follows:

Section 143. Savings clause.

If any section or part of a section of this Charter proves to be invalid or unconstitutional, the same shall not be held to does not invalidate or impair the validity, force, or effect of any other section or part of a section of this Charter, unless it clearly appears that such other section or part of a section is wholly or necessarily dependent for its operation upon the section or part of a section so held to be unconstitutional or invalid.

SECTION 51. It is proposed that Section 144 of the City of Fernandina Beach's Charter be amended to read as follows:

Section 144. When this Charter becomes effective.

The foregoing sections of this Charter shall take effect upon their ratification by a majority vote of the qualified electors of the said City of Fernandina Beach voting at a special or general election to be held in the City of Fernandina Beach.

~~**SECTION 16**~~ **SECTION 52.** A referendum election is hereby called and will be held via mail ballot ~~on the 3rd day of November, 2020, at the regular City Election to be held on said date,~~ for the consideration by the voters of the City of Fernandina Beach of the proposed amendments to the City Charter. The questions to appear on the referendum ballot reflecting the proposed amendments to the City Charter at the election scheduled for ~~November 3, 2020~~ (mail date to be determined), will be as follows:

Question No. 1

Should the Fernandina Beach City Charter be amended to change the word “groups” to “seats” to be more clear that City Commissioners do not serve districts but are elected at large for one seat, and should the City eliminate runoff election in December and instead have an “initial” election, like a primary election, earlier than November when more than two candidates qualify for election to one “seat”?

Yes
No

Question No. 2

Should the Fernandina Beach City Charter be amended to provide that City Commissioners must complete annual performance evaluations for Charter Officers, and that City Commissioners who directly interfere in administrative duties of City employees may be subject to sanctions by the City Commission and forfeiture of their Commission seat after a public hearing?

Yes
No

Question No. 3

Should the Fernandina Beach City Charter be amended to provide that a City Commissioner convicted of a felony, is absent from 3 regular meetings in a year or violates the Florida Code of Ethics for Public Officers is suspended from office pending a hearing that can result with the accused Commissioner forfeiting their Commission seat, and that the City Commission fills vacancies on the Commission by appointment?

Yes
No

Question No. 4

Should the Fernandina Beach City Charter be amended to provide for a binding election by the voters for Mayor instead of the current non-binding straw ballot election of Mayor and appointment by City Commission?

Yes
No

Question No. 5

Should the Fernandina Beach City Charter be amended to provide that the Mayor is responsible for ensuring that City Commissioners complete annual performance evaluations for all Charter Officers (City Manager, City Attorney, City Clerk)?

Yes
No

Question No. 6

Should the Fernandina Beach City Charter be amended to allow a City Commissioner suffering from a serious medical condition to use media technology to attend and cast votes at City Commission meetings?

Yes
No

Question No. 7

Should the Fernandina Beach City Charter be amended to provide that the City Commission must consider more than one City Manager candidate for hire, that the City Manager must have prior management experience and be a member of a professional organization for city managers, and that the City Manager has 90 days to become a resident of the City after taking the oath of office?

Yes
No

Question No. 8

Should the Fernandina Beach City Charter be amended to require that the City Attorney be admitted to practice law in all courts of the state and in federal courts, and that it is preferred that the City Attorney be board certified in local government law by the Florida Bar Association?

Yes
No

Question No. 9

Should the Fernandina Beach City Charter be amended to require referendum approval by the voters in the City before the Police Department could be dissolved?

Yes
No

Question No. 10

Should the Fernandina Beach City Charter be amended to require referendum approval by the voters in the City before the Fire Department could be dissolved?

Yes
No

Question No. 11

Should the Fernandina Beach City Charter be amended to require that the City Clerk be a member of a professional clerks association, that the City Commission have an employment contract with the City Clerk and that the City Clerk propose a City Clerk pro tem to serve in the absence of the City Clerk?

Yes
No

Question No. 12

Should the Fernandina Beach City Charter be amended to require that the Comptroller: a) have professional credentials such as Certified Public Accountant; b) be a member of the Florida Government Finance Officers Association; c) propose sound investment policies for the City; and d) schedule an annual financial audit of City accounts by an independent certified public accountant?

Yes
No

Question No. 13

Should the Fernandina Beach City Charter be amended to prohibit any transfers of money from the Land Conservation Trust Fund to any other City fund and that no funds in the Land Conservation Trust Fund can be appropriated for any purpose other than those set forth in the Fernandina Beach Land Conservation Program?

Yes
No

Question No. 14

Should the Fernandina Beach City Charter be amended to delete prohibitions on community redevelopment areas (CRA's) that limit the number to no more than 2 CRA's in the City and that no CRA can be created with properties valued collectively at more than 2% of the total assessed value of all property in the City?

Yes
No

Question No. 15

Should the Fernandina Beach City Charter be amended to provide for oath of office language for every City employee, board member and City Commissioner that includes requirements of state law and additional affirmations to abide by the Code of Ethics for Public Officers and Employees?

Yes
No

Question No. 16

Should the Fernandina Beach City Charter be amended to provide that Charter Officers and advisory board members as well as City Commissioners have the power to cause any City department or the conduct of any City officer or employee to be investigated in accordance with City procedures?

Yes
No

Question No. 17

Should the Fernandina Beach City Charter be amended to provide for a citizen initiative process to introduce new ordinances to the City Commission for approval, and if rejected by the City Commission, the ordinance initiative would go to voters of the City at a referendum election?

Yes
No

Question No. 18

Should the Fernandina Beach City Charter be amended to provide that the City Charter must be reviewed every 8 years and require the City Commission to appoint a Charter Review Committee made up of City electors to make recommendations for changes to the City Charter?

Yes
No

Question No. 19

Should the Fernandina Beach City Charter be amended to correct errors and describe the City as:

The City of Fernandina was first established in 1825, then abolished and reincorporated in 1921 by the Florida Legislature. The Town of Fernandina Beach was established in 1949 by the Florida Legislature. The City of Fernandina and the Town of Fernandina Beach were consolidated as the City of Fernandina Beach on January 1, 1952 after approval by voters?

Yes
No

Question No. 20

Should the City of Fernandina Beach Charter be amended to remove certain provisions that are already covered by state law, clarify certain provisions without changing the meaning by combining sections or moving sections, and revise certain provisions to be consistent with state law?

~~SECTION 17~~ ~~SECTION 53.~~ The City Clerk is directed to notify the Nassau County Supervisor of Elections that the referendum items provided above will be considered by ~~at the regular City election to be held on November 3, 2020~~ mail in ballot on (date to be determined) by the electors of the City of Fernandina Beach.

~~SECTION 18~~ ~~SECTION 54.~~ This ordinance will be published in accordance with law.

~~SECTION 19~~ ~~SECTION 55.~~ If any section, subsection, sentence, clause, phrase of this ordinance, or the particular application thereof is held invalid by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application will not be affected thereby.

~~SECTION 20~~ ~~SECTION 56.~~ The provisions of this ordinance will take effect immediately upon its passage and adoption. The amendments to the Charter will take effect only upon approval of a majority of the City electors voting at the referendum election on each issue and upon the filing of the amended Charter with all amendments approved by the City electors with the Secretary of State.

ENACTED this _____ 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

Charter Review Committee 2020

Proposed Changes

Last updated September 21, 2020

Rationale for Some Language Changes

- **USE OF “SHALL”:** The Committee recommends removal of the word “shall” pursuant to current legal writing standards. As appropriate, it has been replaced with “will”, “must” or active language throughout the document.
- **HIS/HERS:** The Committee recommends removing all personal pronouns to be inclusive and conform to more modern style.

Section 1 – Creation

Current Language

The City of Fernandina and the City of Fernandina Beach were combined into one municipality called the City of Fernandina in 1921 pursuant to the Laws of Florida, Chapter 8949 (1921). The name of the municipality was changed to the City of Fernandina Beach (1951) and has operated as a municipal corporation pursuant to Charter since that time.

Proposed Language

~~The City of Fernandina and the City of Fernandina Beach were combined into one municipality called the City of Fernandina in 1921 pursuant to the Laws of Florida, Chapter 8949 (1921). The name of the municipality was changed to the City of Fernandina Beach (1951) and has operated as a municipal corporation pursuant to Charter since that time.~~

The City of Fernandina was first established in 1825, then later abolished and reincorporated in 1921 by the Florida Legislature. The Town of Fernandina Beach was established in 1949 by the Florida Legislature. The City of Fernandina and the Town of Fernandina Beach were consolidated as the City of Fernandina Beach on January 1, 1952 after referendum approval by voters.

Rationale

- The current description of the creation of the City of Fernandina Beach in the Charter is inaccurate. This new language corrects inaccuracies.

Sections 2, 3, 4, 5 - Reserved

Current Language

- Sec. 2. – Reserved.
- Sec. 3. – Reserved.
- Sec. 4. – Reserved.
- Sec. 5. – Reserved.

Proposed Language

- No changes

Section 6 – Boundaries (1 of 3)

Current Language

- That the following shall be the territory the inhabitants of which are hereby established and organized into a municipal corporation, and over which such municipality shall exercise its jurisdiction and powers in accordance with state law and City ordinances, to wit:

Proposed Language

- That the following ~~shall be~~ is the territory the inhabitants of which are hereby established and organized into a municipal corporation, and over which such municipality ~~shall~~ exercises its jurisdiction and powers in accordance with state law and City ordinances, to wit:

Section 6 – Boundaries (2 of 3)

Current Language

(a) *Original boundaries.* Beginning at a point where the range line between Range Twenty-eight (28) East, and Range Twenty-nine (29) East intersects the southerly boundary of Egan's Creek; thence north, along the said range line, to a point on the low water mark of Cumberland Sound; thence easterly, along the said low water mark of Cumberland Sound, to a point on the low water mark of the Atlantic Ocean; thence southerly, along the said low water mark of the Atlantic Ocean, to a point on the southerly boundary of Section Ten (10), Township Two (2) North, Range Twenty-eight (28) East; thence south eighty-nine degrees fifty-five minutes west (S89°55'W), along the southerly boundary of said Section Ten (10), a distance of five hundred eighty-three (583.0) feet, more or less, to a point at the southwest corner of said Section Ten (10), thence north seven degrees twenty-four minutes east (N7°24'E), along the westerly line of said Section Ten (10), a distance of one thousand seven hundred twenty-eight and three-tenths (1728.3) feet to a point at the northwest corner of said Section Ten (10) and on the south line of Section Eight (8), Township Two (2) North, Range Twenty-eight (28) East, said point being south eighty-five degrees fifty-three minutes west (S85°53'W) a distance of two hundred fifty and fourteen hundredths (250.14) feet from the southeast corner of said Section Eight (8); thence south eighty-five degrees fifty-three minutes west (S85°53'W), along the south line of said Section Eight (8), a distance of one thousand seventy-nine and six-tenths (1079.6) feet to a point; thence south eight degrees eighteen minutes west (S8°18'W) a distance of three thousand one hundred sixty-nine and eighty-eight hundredths (3169.88) feet to a point on the south line of Section Eleven (11), Township Two (2) North, Range Twenty-eight (28) East; thence south eighty degrees twenty-four minutes west (S80°24'W), along the south line of said Section Eleven (11), a distance of five thousand two hundred thirty-eight (5238.0) feet, more or less, to a point at the southwest corner of said Section Eleven (11); thence in a northerly direction, along the west line of said Section Eleven (11) and the west line of Government Lots Four (4) and Three (3) in Section Six (6), Township Two (2) North, Range Twenty-eight (28) East, a distance of ten thousand seven hundred fifty (10,750.0) feet, more or less, to a point on the north line of said Section Six (6), said point being the southwest corner of Lot Sixty-six (66) of Ocean Breeze Farms Subdivision as recorded in Plat Book Two (2) at page nineteen (19) of the public records of said Nassau County, Florida; thence south eighty-eight degrees twenty-three minutes east (S88°23'E), along the north line of said Section Six (6), a distance of four hundred nineteen and six-tenths (419.6) feet to a point at the southwest corner of Lot Ninety-nine (99); thence north one degree thirty-seven minutes east (N1°37'E), along the west line of Lots Ninety-nine (99) and Sixty-five (65), a distance of five hundred eleven and five-tenths (511.5) feet to a point at the northwest corner of said Lot Sixty-five (65); thence south eighty-eight degrees twenty-three minutes east (S88°23'E), along the north line of Lots Sixty-five (65) and Fifty-two (52), a distance of one thousand three hundred twenty (1320.0) feet to a point at the northeast corner of said Lot Fifty-two (52); thence south one degree thirty-seven minutes west (S1°37'W), along the east line of Lots Fifty-two (52) and one hundred (100), a distance of five hundred eleven and five-tenths (511.5) feet to a point on the north line of said Section Six (6); thence south eighty-eight degrees twenty-three minutes east (S88°23'E), along the north line of Sections Six (6) and Seven (7), Township Two (2) North, Range Twenty-eight (28) East, a distance of three thousand ninety-nine and twenty-seven hundredths (3099.27) feet to a point in the center of the south line of Lot One hundred five (105) of Ocean Breeze Farms Subdivision as recorded in Plat Book "O" at page fifty-nine (59) of the public records of said Nassau County, Florida; thence north one degree fifty-four minutes east (N1°54'E), along the center line of Lot One hundred five (105) and Lot Six (6), a distance of three hundred forty-six and five-tenths (346.5) feet to a point in the center of said Lot Six (6); thence south eighty-eight degrees twenty-three minutes east (S88°23'E) a distance of three hundred three and twenty-five hundredths (303.25) feet to a point at the center of the west line of Lot Seven (7); thence north one degree thirty-seven minutes east (N1°37'E), along the west line of Lots Seven (7) and Eight (8), a distance of four hundred ninety-five (495.0) feet to a point at the northwest corner of said Lot Eight (8); thence south eighty-eight degrees twenty-three minutes east (S88°23'E), along the north line of Lots Eight (8), Nineteen (19), and Twenty-one (21), a distance of one thousand seven hundred ninety (1790.0) feet to a point at the northeast corner of said Lot Twenty-one (21); thence south three degrees eighteen minutes east (S3°18'E), along the east Lot Twenty-one (21), a distance of seven hundred forty-nine and eleven hundredths (749.11) feet to a point on the north line of said Section Eight (8); thence north eighty-five degrees fifty-three minutes east (N85°53'E) along the north line of said Section Eight (8), a distance of one thousand six hundred nine and six-tenths (1609.6) feet to a point at the northeast corner of said Section Eight (8); thence northerly, in a straight line through Sections Two (2) and One (1), Township Two (2) North, Range Twenty-eight (28) East, to a point at the northwest corner of Section Six (6), Township Two (2) North, Range Twenty-nine (29) East; thence northerly, along the range line between Ranges Twenty-eight (28) and Twenty-nine (29) East, Township Three (3) North, to a point at the northeast corner of Citrona Lot Twenty-eight (28), according to the official plat of the City of Fernandina Beach (formerly named Fernandina) as lithographed and issued by the Florida Railroad Company in 1857 and enlarged, revised, and reissued by the Florida Town Improvement Company in 1887 and 1901; thence north eighty-two degrees twenty-eight minutes west (N82°28'W), along the prolongation of the southerly right-of-way line of Lime Street (60°R/W), to the low water mark of Amelia River; thence northerly, along the low water mark of Amelia River, to a point at the mouth of Egan's Creek to the point of beginning.

Proposed Language

(a) *Original boundaries of the City.* Beginning at a point where the range line between Range Twenty-eight (28) East, and Range Twenty-nine (29) East intersects the southerly boundary of Egan's Creek; thence north, along the said range line, to a point on the low water mark of Cumberland Sound; thence easterly, along the said low water mark of Cumberland Sound, to a point on the low water mark of the Atlantic Ocean; thence southerly, along the said low water mark of the Atlantic Ocean, to a point on the southerly boundary of Section Ten (10), Township Two (2) North, Range Twenty-eight (28) East; thence south eighty-nine degrees fifty-five minutes west (S89°55'W), along the southerly boundary of said Section Ten (10), a distance of five hundred eighty-three (583.0) feet, more or less, to a point at the southwest corner of said Section Ten (10), thence north seven degrees twenty-four minutes east (N7°24'E), along the westerly line of said Section Ten (10), a distance of one thousand seven hundred twenty-eight and three-tenths (1728.3) feet to a point at the northwest corner of said Section Ten (10) and on the south line of Section Eight (8), Township Two (2) North, Range Twenty-eight (28) East, said point being south eighty-five degrees fifty-three minutes west (S85°53'W) a distance of two hundred fifty and fourteen hundredths (250.14) feet from the southeast corner of said Section Eight (8); thence south eighty-five degrees fifty-three minutes west (S85°53'W), along the south line of said Section Eight (8), a distance of one thousand seventy-nine and six-tenths (1079.6) feet to a point; thence south eight degrees eighteen minutes west (S8°18'W) a distance of three thousand one hundred sixty-nine and eighty-eight hundredths (3169.88) feet to a point on the south line of Section Eleven (11), Township Two (2) North, Range Twenty-eight (28) East; thence south eighty degrees twenty-four minutes west (S80°24'W), along the south line of said Section Eleven (11), a distance of five thousand two hundred thirty-eight (5238.0) feet, more or less, to a point at the southwest corner of said Section Eleven (11); thence in a northerly direction, along the west line of said Section Eleven (11) and the west line of Government Lots Four (4) and Three (3) in Section Six (6), Township Two (2) North, Range Twenty-eight (28) East, a distance of ten thousand seven hundred fifty (10,750.0) feet, more or less, to a point on the north line of said Section Six (6), said point being the southwest corner of Lot Sixty-six (66) of Ocean Breeze Farms Subdivision as recorded in Plat Book Two (2) at page nineteen (19) of the public records of said Nassau County, Florida; thence south eighty-eight degrees twenty-three minutes east (S88°23'E), along the north line of said Section Six (6), a distance of four hundred nineteen and six-tenths (419.6) feet to a point at the southwest corner of Lot Ninety-nine (99); thence north one degree thirty-seven minutes east (N1°37'E), along the west line of Lots Ninety-nine (99) and Sixty-five (65), a distance of five hundred eleven and five-tenths (511.5) feet to a point at the northwest corner of said Lot Sixty-five (65); thence south eighty-eight degrees twenty-three minutes east (S88°23'E), along the north line of Lots Sixty-five (65) and Fifty-two (52), a distance of one thousand three hundred twenty (1320.0) feet to a point at the northeast corner of said Lot Fifty-two (52); thence south one degree thirty-seven minutes west (S1°37'W), along the east line of Lots Fifty-two (52) and one hundred (100), a distance of five hundred eleven and five-tenths (511.5) feet to a point on the north line of said Section Six (6); thence south eighty-eight degrees twenty-three minutes east (S88°23'E), along the north line of Sections Six (6) and Seven (7), Township Two (2) North, Range Twenty-eight (28) East, a distance of three thousand ninety-nine and twenty-seven hundredths (3099.27) feet to a point in the center of the south line of Lot One hundred five (105) of Ocean Breeze Farms Subdivision as recorded in Plat Book "O" at page fifty-nine (59) of the public records of said Nassau County, Florida; thence north one degree fifty-four minutes east (N1°54'E), along the center line of Lot One hundred five (105) and Lot Six (6), a distance of three hundred forty-six and five-tenths (346.5) feet to a point in the center of said Lot Six (6); thence south eighty-eight degrees twenty-three minutes east (S88°23'E) a distance of three hundred three and twenty-five hundredths (303.25) feet to a point at the center of the west line of Lot Seven (7); thence north one degree thirty-seven minutes east (N1°37'E), along the west line of Lots Seven (7) and Eight (8), a distance of four hundred ninety-five (495.0) feet to a point at the northwest corner of said Lot Eight (8); thence south eighty-eight degrees twenty-three minutes east (S88°23'E), along the north line of Lots Eight (8), Nineteen (19), and Twenty-one (21), a distance of one thousand seven hundred ninety (1790.0) feet to a point at the northeast corner of said Lot Twenty-one (21); thence south three degrees eighteen minutes east (S3°18'E), along the east Lot Twenty-one (21), a distance of seven hundred forty-nine and eleven hundredths (749.11) feet to a point on the north line of said Section Eight (8); thence north eighty-five degrees fifty-three minutes east (N85°53'E) along the north line of said Section Eight (8), a distance of one thousand six hundred nine and six-tenths (1609.6) feet to a point at the northeast corner of said Section Eight (8); thence northerly, in a straight line through Sections Two (2) and One (1), Township Two (2) North, Range Twenty-eight (28) East, to a point at the northwest corner of Section Six (6), Township Two (2) North, Range Twenty-nine (29) East; thence northerly, along the range line between Ranges Twenty-eight (28) and Twenty-nine (29) East, Township Three (3) North, to a point at the northeast corner of Citrona Lot Twenty-eight (28), according to the official plat of the City of Fernandina Beach (formerly named Fernandina) as lithographed and issued by the Florida Railroad Company in 1857 and enlarged, revised, and reissued by the Florida Town Improvement Company in 1887 and 1901; thence north eighty-two degrees twenty-eight minutes west (N82°28'W), along the prolongation of the southerly right-of-way line of Lime Street (60°R/W), to the low water mark of Amelia River; thence northerly, along the low water mark of Amelia River, to a point at the mouth of Egan's Creek; thence easterly, along the southerly boundary of Egan's Creek to the point of beginning.

Section 6 – Boundaries (3 of 3)

Current Language

(b) *Additions.*

(1) — Certain real property contiguous to the corporate limits of the City of Fernandina Beach, Florida, described as follows, is hereby annexed by the city and shall hereafter be a part of the corporate limits of the city:

That portion of Lots 12 and 13 lying westerly of the city limits of Fernandina Beach, Florida. Lot 14 and the easterly ½ of Lot 15, Block 2, Sadler Estates, as recorded in Plat Book 2, page 62, of the public records of Nassau County, Florida.

All of that property as described below which lies west of the westerly city limits of Fernandina Beach, Florida.

From a point of beginning: Begin at the southeast corner of Section 29, aforementioned; and run south 89°35'15" west along the southerly line of said section a distance of 213.69 feet to the center of a 25.0 feet, more or less, drainage canal; run thence north 5°02'36" east along said center of canal, a distance of 305.30 feet; run thence north 5°54'03" east continuing along said center of canal, a distance of 300.01 feet; run continuing along said center of canal a distance of 300.01 feet; run thence north 7°02'04" east continuing along said center of canal, a distance of 200.15 feet; run thence north 1°56'15" west continuing along said center of canal, a distance of 228.25 feet; run thence north 9°30'39" west continuing along said center of canal, a distance of 280.01 feet to where said center of canal intersects with the southerly boundary of Block 2, Sadler Estates, according to plat recorded in the public records of said county in Plat Book 2, page 68; run thence south 78°14' east along said southerly boundary a distance of 807.49 feet to the southeast corner of Lot 6, Block 2, aforesaid; run thence north 11°46' east along the easterly boundary of Lot 6, aforesaid, a distance of 10.0 feet to the southwest corner of Lot 5, Block 2, aforesaid; run thence south 78°14' east continuing along the southerly boundary of Block 2, aforesaid, and the easterly extension thereof, a distance of 421.69 feet to where said southerly boundary intersects with the westerly right-of-way of First Avenue extension (a 60.0 foot right-of-way); run thence south 11°07' west along said right-of-way a distance of 971.08 feet to the beginning of a curve concave to the easterly, having a radius of 1,636.86 feet; run thence in a southerly direction along the arc of said curve and right-of-way a chord distance of 203.92 feet to the point of reverse curve (the bearing of the aforesaid chord being south 7°53'15" west); run thence in a southerly direction along the arc of a curve concave to the westerly, having a radius of 1,576.86 feet and continuing along said right-of-way a chord distance of 193.96 feet to the point of tangency (the bearing of the aforesaid chord being south 7°53'15" west); run thence south 11°27' west, continue along said right-of-way a distance of 5.70 feet to where said right-of-way intersects with the southerly line of Section 20, aforementioned; run thence north 89°18" west along said southerly line, a distance of 893.67 feet to the point of beginning.

(2) — The following parcel of real property be annexed to the City of Fernandina Beach, pursuant to petition filed by the owner of said lands and approved by the City Commission of the City of Fernandina Beach, said real property and owner of same being as follows:

A portion of Section Eleven (11), Township Two (2) North, Range Twenty eight (28) East, Nassau County, Florida. Said portion being more particularly described as follows:

For a point of reference commence at the northeast corner of Section Eleven (11), aforementioned, and run south eighty five (85) degrees, fifty five (55) minutes, thirty (30) seconds west along the south right-of-way line of Bill Melton Road (a sixty (60.0) foot right-of-way) a distance of three hundred thirty-one and sixty-one hundredths (331.61) feet to the point of beginning.

From the point of beginning thus described, continue south eighty five (85) degrees, fifty five (55) minutes, thirty (30) seconds west along said right-of-way a distance of four hundred ninety-one and nineteen hundredths (491.19) feet to the beginning of a curve concave to the southeasterly, having a radius of thirty (30.0) feet; run thence in a southerly direction departing said right-of-way and along the arc of said curve, a chord distance of forty-four and thirty-eight hundredths (44.38) feet to the point of tangency (the bearing of the aforementioned chord being south thirty-eight (38) degrees, thirteen (13) minutes west); run thence south nine (09) degrees, twenty-nine (29) minutes, thirty (30) seconds east a distance of one hundred thirty-five and fifty-two hundredths (135.52) feet to the beginning of a curve concave to the northwesterly, having a radius of one hundred five (105.0) feet; run thence in a southerly direction along the arc of said curve a chord distance of ninety-one and forty-seven hundredths (91.47) feet (the bearing of the aforementioned chord being south sixteen (16) degrees, nineteen (19) minutes, forty-three (43) seconds west); run thence north eighty five (85) degrees, fifty five (55) minutes, thirty (30) seconds east a distance of five hundred ninety and twenty-nine hundredths (590.29) feet; run thence north fifteen (15) degrees, fifteen (15) minutes, forty-one (41) seconds west a distance of two hundred fifty-eight and thirty-nine hundredths (258.39) feet to the point of beginning.

Said lands being owned by the Davis Phoenix Company, Inc., a Florida corporation, less and except the easterly sixty (60.0) feet thereof, which is owned by the City of Fernandina Beach.

Proposed Language

(b) Additions to City Boundaries.

Pursuant to Florida law, the City is permitted to annex additional properties in accordance with procedures established by state and local laws. The current boundary records are kept in the City Clerk’s Office and are available for view upon request.

Rationale – Section 6 changes

- Instead of continuously updating the Charter as the City's boundaries change, or having an outdated boundary listed, the Committee recommends having the current boundaries kept up to date in the Clerk's Office. This mirrors similar language from several peer cities.

Section 7 – Powers of City generally.

Current Language

- (a) The City of Fernandina Beach shall have full power and authority to:
- (1) Acquire, take, hold, control and dispose of property, real, personal and mixed, both within and without its corporate limits, for the use, benefit, welfare and best interest of said municipality, by acquisition, condemnation or otherwise;
 - (2) To issue and sell bonds upon its property both within and without its corporate limits, or the earnings thereof, or both;
 - (3) To adopt and enforce local police, sanitary and other similar regulations not in conflict with the laws of the state;
 - (4) To do whatever is necessary and proper for the safety, health, convenience and general welfare of its inhabitants; and
 - (5) To exercise all other powers of local self-government.
- (b) The enumeration of particular powers by this Charter shall not be held or deemed to be exclusive, but, in addition to the powers enumerated herein, implied thereby or appropriate to the exercise thereof, the city shall have, and may exercise, all other powers which, under the constitution and laws of Florida, it would be competent for this section specifically to enumerate.

Proposed Language

- (a) The City of Fernandina Beach ~~shall have~~ has full power and authority to:
- (1) Acquire, take, hold, control and dispose of property, real, personal and mixed, both within and without its corporate limits, for the use, benefit, welfare and best interest of ~~said~~ the municipality, by acquisition, condemnation or otherwise;
 - (2) Issue and sell bonds upon its property both within and without its corporate limits, or the earnings thereof, or both;
 - (3) Adopt and enforce local police, sanitary and other similar regulations not in conflict with the laws of the state;
 - (4) Do whatever is necessary and proper for the safety, health, convenience and general welfare of its inhabitants; ~~and~~
 - (5) Exercise all other powers of local self-government; and
- (6) Own and operate all utilities, both within its boundaries, and outside its boundaries, in order to serve the public health, safety and welfare.
- (b) ~~The enumeration of particular powers by this Charter are not shall not be held or deemed to be exclusive, but, in addition to the powers enumerated herein, implied thereby or appropriate to the exercise thereof, the city shall have, and may exercise, all other powers which, under the constitution and laws of Florida, it would be competent for this section specifically to enumerate.~~ are some of the municipal home rule powers provided for by the Florida State Constitution and Laws of Florida, and there are other governmental, corporate and proprietary powers not enumerated in this Charter which may be exercised by the City to conduct municipal government, perform municipal functions and render municipal services. (as set forth in Section 166.021, Fla. Stats.)

Rationale – Section 7 Changes

- Clean up legalese; reference home rule.
- Incorporate Sec. 45 here due to relevance.
- Incorporate Sec. 141 due to relevance.

Section 8 – Commissioner-manager plan (form) of government.

Current Language

- The form of government of the City of Fernandina Beach provided for under this Act shall be that known as the "Commission-Manager Plan," and the commission shall consist of five (5) citizens, who shall be elected at large in the manner hereinafter provided. The commission shall constitute the governing body with powers as hereinafter provided to pass ordinances, adopt regulations and appoint a chief administrative officer to be known as the "City Manager," and to exercise all other powers hereinafter provided.

Proposed Language

- The form of government of the City of Fernandina Beach provided for under this Act ~~shall be that~~ is known as the "Commission-Manager Plan," and the Commission ~~shall consist~~ consists of five (5) citizens, who ~~shall be~~ are elected at large in the manner ~~hereinafter~~ provided in this Charter. The Commission ~~shall constitute~~ constitutes the governing body with powers ~~as hereinafter provided~~ to pass ordinances, adopt regulations-resolutions and appoint a chief administrative officer to be known as the "City Manager," and to exercise all other powers ~~hereinafter~~ provided in this Charter and under Florida law.

Rationale – Section 8 Changes

- Clean up legalese.

Section 9 - Created; election by ~~groups~~ seats, number; term. (1 of 2)

Current Language

- The City Commission shall prescribe the conduct, method, dates and manner of holding elections by ordinance, in substantial compliance with the principles adopted for state elections. In matters on which the conduct of municipal elections can vary from the conduct of state elections, the City Commission may, by ordinance, adopt rules specific to municipal elections. All City elections shall be non-partisan.

There is hereby created a City Commission to consist of five (5) electors of the City of Fernandina Beach and elected at large.

(a) If an affirmative majority of the present City Commission so desires, the city shall, by ordinance, motion or otherwise, elect five (5) members for said commission in the following manner:

One (1) member shall run as a candidate from and be elected by the qualified electors of group one (1), the boundaries of which shall be coterminous with the boundaries of the City of Fernandina Beach, Florida, and when elected shall serve as city commissioner of and for group one (1) of said city.

One (1) member shall run as a candidate from, and be elected by the qualified electors of, group two (2), the boundaries of which shall be coterminous with the boundaries of the City of Fernandina Beach, Florida, and when elected shall serve as city commissioner of and for group two (2) of said city.

One (1) member shall run as a candidate from, and be elected by the qualified electors of, group three (3), the boundaries of which shall be coterminous with the boundaries of the City of Fernandina Beach, Florida, and when elected shall serve as city commissioner of and for group three (3) of said city.

One (1) member shall run as a candidate from, and be elected by the qualified electors of, group four (4), the boundaries of which shall be coterminous with the boundaries of the City of Fernandina Beach, Florida, and when elected shall serve as city commissioner of and for group four (4) of said city.

One (1) member shall run as a candidate from, and be elected by the qualified electors of, group five (5), the boundaries of which shall be coterminous with the boundaries of the City of Fernandina Beach, Florida, and when elected shall serve as city commissioner of and for group five (5) of said city.

Proposed Language

The City Commission ~~shall~~ prescribes the conduct, method, dates and manner of holding elections by ordinance. ~~in substantial compliance with the principles adopted for state elections.~~ In matters on which the conduct of municipal elections can vary from the conduct of state elections, the City Commission may, by ordinance, adopt rules specific to municipal elections. All City elections ~~shall~~ be ~~are~~ non-partisan.

(a) There is hereby created a City Commission to consist of five (5) ~~electors~~ seats of the City of Fernandina Beach, ~~and elected at large by the qualified voters of the City of Fernandina Beach.~~ The designation of seats is not used or construed to divide the City into Commission districts for purposes of qualification, election, or representation.

~~(a) If an affirmative majority of the present City Commission so desires, the city shall by ordinance, motion or otherwise, elect five (5) members for said commission in the following manner:~~

~~One (1) member shall run as a candidate from and be elected by the qualified electors of group one (1), the boundaries of which shall be coterminous with the boundaries of the City of Fernandina Beach, Florida, and when elected shall serve as city commissioner of and for group one (1) of said city.~~

~~One (1) member shall run as a candidate from, and be elected by the qualified electors of, group two (2), the boundaries of which shall be coterminous with the boundaries of the City of Fernandina Beach, Florida, and when elected shall serve as city commissioner of and for group two (2) of said city.~~

~~One (1) member shall run as a candidate from, and be elected by the qualified electors of, group three (3), the boundaries of which shall be coterminous with the boundaries of the City of Fernandina Beach, Florida, and when elected shall serve as city commissioner of and for group three (3) of said city.~~

~~One (1) member shall run as a candidate from, and be elected by the qualified electors of, group four (4), the boundaries of which shall be coterminous with the boundaries of the City of Fernandina Beach, Florida, and when elected shall serve as city commissioner of and for group four (4) of said city.~~

~~One (1) member shall run as a candidate from, and be elected by the qualified electors of, group five (5), the boundaries of which shall be coterminous with the boundaries of the City of Fernandina Beach, Florida, and when elected shall serve as city commissioner of and for group five (5) of said city.~~

Section 9 - Created; election by ~~groups~~ seats; number; term. (2 of 2)

Current Language

- (b) Members shall serve for a term of four (4) years or until their successors have been elected and take office. Elections for the groups referred to in paragraph (a) shall be held as follows:

Group 1 shall be elected in 2016.

Groups 2 and 3 shall be elected in 2017 and 2020.

Groups 4 and 5 shall be elected in 2015 and 2018.

Thereafter, all groups shall be elected every four (4) years for a term of four (4) years.

- (c) If there are several candidates in each group, then the candidate receiving a majority vote shall be held elected for that group, provided, however, that in the event the candidate shall not receive a majority vote, then and in that event the two (2) candidates receiving the largest or highest votes shall have their names placed on an election ballot (unless one (1) of the two (2) candidates to be elected shall withdraw from the race, then and in that event no run off or second election shall be called and the remaining candidate shall be declared elected) in a run off or second election and in said run off or second election the candidate receiving the largest or highest votes shall be held elected for that group; provided always, however, that this shall not apply to any candidate or candidates that receive a majority vote in the first or general election. Provided, however, that no group or groups of candidates shall qualify in more than one (1) group in any general election or run off or second election in any one year.
- (d) City elections shall be nonpartisan and shall be held every two (2) years in even numbered years and in conjunction with county, state and federal elections. The City Commission shall have the authority to call for special elections at any time not on the same dates as the City general elections for special elections, ballot questions and referenda.

Proposed Language

- (b) Members ~~shall serve for a term of four (4) years or until their successors have been elected and take office. Elections for the groups referred to in paragraph (a) shall be held as follows:~~ Seats 1, 2, and 3 were elected in 2020. Seats 4 and 5 were elected in 2018.

~~Group 1 shall be elected in 2016.~~

~~Groups 2 and 3 shall be elected in 2017 and 2020.~~

~~Groups 4 and 5 shall be elected in 2015 and 2018.~~

Thereafter, all groups seats shall be ~~are~~ elected every four (4) years for a term of four (4) years.

- (c) ~~— If there are several candidates in each seeking the same seat group, then the candidate receiving a majority vote shall be held is elected for that seat. group. provided, However, that in the event the no candidate shall not receives a majority vote, then and in that event the two (2) candidates receiving the largest or highest number of votes shall must have their names placed on an election ballot unless one (1) of the two (2) candidates to be elected shall withdraws from the race, then and in that event no run off or second election shall will be called, and the remaining candidate shall be declared is elected. in a run off or second election and In said a run off or second election, the candidate receiving the largest or highest number of votes shall be held is elected for that seat. group; provided always, however, that this shall not apply to any candidate or candidates that receive a majority vote in the first or general election. Provided, however, that No group or groups of candidates shall can qualify in for more than one (1) group seat in any general election or run off or second election in any one election year. If there are no more than two (2) qualified candidates seeking the same seat, then the election for that seat will be held at the general election in conjunction with county, state, and federal elections. If there are more than two (2) qualified candidates seeking the same seat, then an initial election for that seat will be held at the primary election in conjunction with county, state and federal elections (the "Initial Election"). The two (2) candidates at the Initial Election who receive the highest number of votes for a seat will advance with the election for that seat to be held at the general election in conjunction with county, state, and federal elections. For each seat, the candidate receiving the majority vote in the general election is elected for that seat. No candidates can qualify for more than one (1) seat in any initial election or general election in any election year.~~

- (d) City elections ~~shall be~~ are nonpartisan and shall be held every two (2) years in even numbered years and in conjunction with county, state and federal elections. The City Commission ~~shall have~~ has the authority to call for special elections at any time ~~not on the same dates other than as the City general elections. for special elections, ballot questions and referenda.~~

Rationale – Section 9 Changes

- Clean up legalese; change “groups” to “seats” at large, remove redundant clauses.
- Creates an “initial election” to eliminate December runoff
- Committee recommends that Rank Choice Voting be investigated and considered by the City Commission when the state approves voting software that can accommodate Rank Choice Voting. The City of Sarasota approved Rank Choice Voting by referendum charter change in 2007 but cannot use this method since state has not approved and certified voting equipment to tally votes for this method.

Section 10 – Powers generally; dealing with administrative service through Charter Officers required; penalties for violations deemed misdemeanor, penalty

Current Language

(a) The Mayor and Commissioners shall not, in any manner, dictate the appointment or removal of any city officers or employees whom the Charter Officer or any of his/her subordinates are empowered to appoint, evaluate and supervise.

(b) All powers of the City, except as otherwise provided by this Charter or by the constitution of this state, are hereby vested in the City Commission. Except as otherwise provided by this Charter or by the constitution of this state, the City Commission may by ordinance or resolution prescribe the manner in which any power of the city shall be exercised.

(c) The Mayor and Commissioners shall deal with administrative service through the respective Charter Officer. The Mayor and Commissioners shall not directly interfere with or direct the conduct of any employee in the discharge of prescribed duties. However, with the express permission of the respective Charter Officer, the Mayor and Commissioners may communicate directly with an employee.

(d) Any violation of the provisions of this section by any member of the City Commission shall, upon first offense be grounds for sanction by the Commission, and any second or subsequent offense or violation within a commissioner's term shall constitute a misdemeanor and, upon conviction thereof before any court of competent jurisdiction the violator shall be fined in an amount not exceeding two hundred dollars (\$200.00), or be imprisoned for a period not exceeding six (6) months, or both, at the discretion of the court, and shall be subject to removal from office.

(e) Investigations or inquiries shall be conducted pursuant to Section 136 of this charter.

Proposed Language

(a) The Mayor and Commissioners ~~shall~~ must not, in any manner, dictate the appointment or removal of any City officers or employees whom ~~the a~~ Charter Officer or any of ~~his/her~~ the Charter Officer's subordinates are empowered to appoint, evaluate and supervise. City Commissioners must each complete an annual performance evaluation for each Charter Officer.

~~(b) All powers of the City, except as otherwise provided by this Charter or by the constitution of this state, are hereby vested in the City Commission. Except as otherwise provided by this Charter or by the constitution of this state, the City Commission may by ordinance or resolution prescribe the manner in which any power of the city shall be exercised.~~

~~(c)(b)~~ The Mayor and Commissioners ~~shall~~ deal with administrative service through the respective Charter Officer. The Mayor and Commissioners ~~shall~~ must not directly interfere with or direct the conduct of any employee in the discharge of prescribed duties. However, with the express permission of the respective Charter Officer, the Mayor and Commissioners may communicate directly with an employee.

~~(d)(c)~~ Any violation of the provisions of this section by any member of the City Commission ~~shall is~~, upon first offense, be grounds for sanction recognition and discussion by the Commission of the violation, any second or subsequent offense or violation within a Commissioner's term is grounds for sanction by the City Commission, and a third offense within the same Commissioner's term is grounds for forfeiture of the Commission seat by the offending Commissioner. Prior to forfeiture of a Commission seat, any Commissioner accused of violating this Section is entitled to a public hearing conducted in accordance with the City's rules of procedure for quasi-judicial hearings as adopted by ordinance. shall constitutes a misdemeanor and, upon conviction thereof before any court of competent jurisdiction, the violator shall may be fined in an amount not exceeding two hundred dollars (\$200.00), or be imprisoned for a period not exceeding six (6) months, or both, at the discretion of the court, and shall be is subject to removal from office.

~~(e)(d)~~ Investigations or inquiries ~~shall be~~ are conducted pursuant to Section 136 of this Charter.

Rationale – Section 10 Changes

- Clean up legalese.
- Changed penalty and process for interference.
- Added requirement of annual review for Charter Officers.

Section 10A - Referendum required for sale of City-owned recreational facilities and no sale of conservation land.

Current Language

(1) A referendum election shall be required prior to the sale, lease for a period of more than 40 years, or other transfer of City owned swimming pools, golf course or courses, any and all recreational facilities, or lands which are designated for recreational use in the City's comprehensive plan or any portion thereof, and all buildings, improvements and appurtenances pertaining thereto, whether presently built or hereafter built. The City Commission shall pass an ordinance by a majority vote to place the matter on the ballot for the voters to decide. The decision of the voters shall be binding. If approved by the voters, the City Commission shall have the authority to issue a deed for the property, or to issue such other documents as may be necessary to complete the transaction.

(2) "Recreational facilities" as used in this section is hereby defined as any real property, including improvements thereon, owned by the City of Fernandina Beach and used or intended for use by the general public primarily for parks, playgrounds, amusements, resorts, pleasure, nature preserves; botanic, zoological or marine conservatories; sporting events, pleasure boating, swimming, fishing or any other recreational activity. Such recreational facilities shall be designated by a resolution of the City Commission and which resolution shall be updated from time to time.

Proposed Language

- (a) (1) A referendum election is required prior to the sale or lease for a period of more than 40 years of "recreational facilities" such as golf courses, swimming pools, and parks.
- (b) (2) For a referendum election under this Section 10A, the City Commission must first adopt an ordinance by unanimous vote of the Commission to put a sale or lease of recreational facilities on a ballot for the voters, and the referendum must then pass by 70% of the voters in that referendum election.
- (c) "Conservation lands", including City-owned lands protected by conservation easements, must not be leased or sold by the City and are held by the City for the benefit of the public in perpetuity.
- (d) "Recreational facilities" and "conservation lands" are each defined in the City's Comprehensive Plan and generally mean lands or places with a Recreation or Conservation designation, respectively, on the City's Future Land Use Map of the City's Comprehensive Plan. Conservation lands may also include lands owned or leased by the City and protected by conservation easements.

(1) A referendum election shall be required prior to the sale, lease for a period of more than 40 years, or other transfer of City owned swimming pools, golf course or courses, any and all recreational facilities, or lands which are designated for recreational use in the City's comprehensive plan or any portion thereof, and all buildings, improvements and appurtenances pertaining thereto, whether presently built or hereafter built. The City Commission shall pass an ordinance by a majority vote to place the matter on the ballot for the voters to decide. The decision of the voters shall be binding. If approved by the voters, the City Commission shall have the authority to issue a deed for the property, or to issue such other documents as may be necessary to complete the transaction.

(2) "Recreational facilities" as used in this section is hereby defined as any real property, including improvements thereon, owned by the City of Fernandina Beach and used or intended for use by the general public primarily for parks, playgrounds, amusements, resorts, pleasure, nature preserves; botanic, zoological or marine conservatories; sporting events, pleasure boating, swimming, fishing or any other recreational activity. Such recreational facilities shall be designated by a resolution of the City Commission and which resolution shall be updated from time to time.

(3) A referendum election is required prior to leasing for a period of more than 40 years or sale, or other transfer of City owned conservation land which includes land burdened by a conservation easement and/or land that is in a conservation zoning district or has a future land use map designation of conservation. The City Commission must pass an ordinance by super majority vote to place the matter on the ballot for voters to decide. The decision of the voters is binding on the City Commission. If approved by the voters, the City Commission has the authority to issue a deed for the property, or to issue such other documents as may be necessary to complete the transaction.

(4) "Conservation Lands" as used in this section is hereby defined as areas owned by the City of Fernandina Beach and designated Conservation in the City's Future Land Use Map series.

Rationale – Section 10A Changes

- Clean up legalese.
- Add prohibition for sale or lease of conservation lands.
- Restrictive referendum requirement of sale or long term lease of recreational facilities.

Section 10B - ~~General power to borrow money and issue bonds.~~ Reserved.

Current Language

- The City of Fernandina Beach shall have the power to borrow money, contract loans, and issue bonds, notes and other obligations or evidences of indebtedness in accordance with Florida law.

Proposed Language

- ~~The City of Fernandina Beach shall have the power to borrow money, contract loans, and issue bonds, notes and other obligations or evidences of indebtedness in accordance with Florida law.~~
- Delete and reserve.

Rationale – Section 10B Changes

- Redundant and covered by state law.

Section 11 - Qualifications of members; holding of more than one office not permitted; interest in profits of City contracts, ~~etc., prohibited; filling vacancies.~~

Current Language

- Members of the commission shall be residents of the city and have the qualifications of electors therein. Officers and employees of the city may not hold more than one office in the city government of the City of Fernandina Beach, and shall not be interested in the profits or emoluments of any contract work or service for the municipality, and any such contract in which any member is, or may become, interested shall be declared void by the commission.

Proposed Language

- (a) The Commission is the judge of the election and qualification of its own members, subject to review by the courts. Members of the City Commission shall must be residents of the City and have the qualifications of electors. therein. Officers and employees of the City may not hold more than one office in the City government of the City of Fernandina Beach, and shall must not be interested in the profits or emoluments of any contract work or service for the municipality, and any such contract in which any member is, or may become, interested shall must be declared void by the City Commission. City Commissioners are "public officers" under Ch. 112, Florida Statutes (Code of Ethics for Public Officers and Employees) and must abide by all of the ethical standards set forth in these statutes.
- (b) Any member of the City Commission ceasing to possess the foregoing qualifications, including violations of Ch. 112, Florida Statutes (state Code of Ethics), or who has been convicted of a felony is automatically suspended from office until the City Commission conducts a public hearing and issues a ruling regarding forfeiture of the Commissioner's seat. The public hearing must be conducted within ten (10) calendar days of a verified, written complaint or request for hearing submitted to the City Attorney. In addition, any member of the City Commission who misses three (3) regular meetings in a calendar year is automatically suspended from office until the City Commission conducts a hearing as set forth herein and issues a ruling regarding forfeiture of the Commissioner's seat. A hearing conducted pursuant to this Section must be conducted in accordance with the City's rules of procedure for quasi-judicial hearings, as adopted by resolution or ordinance.
- (c) Any vacancy in the City Commission must be filled until the next regular municipal election by vote of the remaining members of the City Commission; provided, that if such vacancy is not filled within thirty (30) days after it has occurred, appointment to fill the existing vacancy will be made by the Governor. Vacancies resulting from a recall election will be filled as required by state law.

Rationale – Section 11

- Clean up legalese
- Moves Section 14 to Section 11
- Moves Section 15 to Section 11
- Moves Section 20 to Section 11
- Makes absenteeism consistent with requirements for advisory boards
- Highlights public officials code of ethics
- Due process before forfeiture of Commission seat

Section 12 - Salary of members

Current Language

- The Mayor and City Commissioners shall receive a salary in the amount as established by appropriate city ordinance.

Proposed Language

- The Mayor and City Commissioners ~~shall~~ receive a salary ~~in the amount~~ as established by appropriate City ordinance.

Rationale – Section 12

- Clean up legalese

Section 13 - Limitation on successive terms in office.

Current Language

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

Proposed Language

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

Rationale – Section 13

- Clean up legalese

Section 14 - ~~Judge of election and qualifications of members.~~ Reserved.

Current Language

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

Proposed Language

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

Rationale – Section 14

- Moved to Section 11

Section 15 - ~~Vacancies, how filled.~~ Reserved.

Current Language

- Any vacancy in the city commission shall be filled until the next regular municipal election by vote of the remaining members of the commission; provided, that if such vacancy is not filled within thirty (30) days after it shall have occurred, appointment to fill the existing vacancy shall be made by the governor. Vacancies resulting from a recall election shall be filled as required by state law.

Proposed Language

- ~~Any vacancy in the City Commission shall be filled until the next regular municipal election by vote of the remaining members of the City Commission; provided, that if such vacancy is not filled within thirty (30) days after it shall have has occurred, appointment to fill the existing vacancy shall be made by the Governor. Vacancies resulting from a recall election shall be filled as required by state law.~~
- Delete and reserve.

Rationale – Section 15

- Moved to Section 11

Section 16 - Mayor—When selected; procedure; term

Current Language

(a) In case the members of the Commission are unable to agree on the selection of Mayor, at the time fixed in the Code of Ordinances for the Commission's annual organization meeting, then the Mayor shall be chosen by lot, conducted by the city attorney, who shall certify the result of such lot upon the journal of the commission.

(b) The mayor shall serve a term of two (2) years to coincide with the municipal general election beginning in 2018, unless sooner removed from office by the City Commission as provided below in subsection (c).

(c) The City Commission may, by majority vote and for any reason, remove the Mayor from office and appoint another incumbent commissioner to serve as Mayor for the remainder of the two (2) year term. The person removed from the office of Mayor shall continue to serve as commissioner until the end of their current term as commissioner unless otherwise prohibited from serving as commissioner by state law.

Proposed Language

~~(a) In case the members of the Commission are unable to agree on the selection of Mayor, at the time fixed in the Code of Ordinances for the Commission's annual organization meeting, then the Mayor shall be chosen by lot, conducted by the City attorney, who shall certify the result of such lot upon the journal of the Commission.~~

(a) The Mayor of the City will be elected by the voters by placement on the ballot as authorized in subsection (b) below and by receiving the highest number of votes for Mayor with such election to be held in conjunction with the regular election held for the purpose of electing City Commissioners.

(b) Candidates for the mayoral election must consist of incumbent Commissioners who are not subject to reelection to the City Commission at that same election. Any eligible candidate wishing to be considered for the position of Mayor must request in writing, no later than the City Commission's deadline for qualifying for running for City Commission in the City general election, to be placed on the ballot.

(c) The mayoral candidate on the ballot with the second highest number of votes in the mayoral election must be appointed to the Vice-Mayor position.

(d) On the occasion that only one incumbent City Commissioner should choose to be on the mayoral ballot, there is no need for the mayoral election, and the one mayoral candidate must be appointed to the position of Mayor at the City Commission's annual organizational meeting. The City Commission may choose any City Commissioner not appointed as the Mayor to be the Vice-Mayor, including newly-elected Commissioners. If no incumbent City Commissioner chooses to be on the mayoral ballot, the City Commission must vote to appoint one of the Commissioners to serve as Mayor and one Commissioner to serve as Vice-Mayor, and newly-elected Commissioners may be considered.

~~(b) (e) The Mayor and Vice Mayor shall each serve a term of two (2) years to coincide with the municipal general election, beginning in 2018, unless sooner removed from office by the City Commission as provided below in subsection (c).~~

~~(c) The City Commission may, by majority vote and for any reason including but not limited to Florida Sunshine Law violations, remove the Mayor from office and appoint another incumbent Commissioner to serve as Mayor for the remainder of the two (2) year term. The person removed from the office of Mayor shall continue to serve as Commissioner until the end of their current term as Commissioner unless otherwise prohibited from serving as Commissioner by state law.~~

~~(f) On the occasion that all eligible candidates but one should withdraw from the straw ballot, election, there shall be no straw ballot election and the one remaining candidate shall be considered the primary candidate for the position of Mayor at the organizational meeting.~~

~~(g) (f) The appointee shall serve as existing Mayor and Vice Mayor will serve until the organizational meeting following the next regular general election held by the City.~~

Rationale – Section 16

- Clean up legalese.
- Changes how mayor and vice mayor are selected from current straw ballot vote to direct election by voters.

Section 17 - ~~Same~~—Functions and powers of the Mayor.

Current Language

- The powers and duties of the Mayor shall be as set forth in this Charter and such other duties as may be conferred upon the Mayor by official action of the City Commission. The Mayor shall have a voice and a vote in the proceedings of the commission but no veto power. The Mayor shall not exercise any administrative power, unless specifically set forth in this Charter. The Mayor shall preside at all meetings of the commission and perform such other duties consistent with the office, and may use the title of Mayor in the execution of legal instruments or when required by the general or special laws of the state. The Mayor shall be recognized as the official head of the city by the courts for the purpose of serving civil processes and for all ceremonial purposes.

Proposed Language

The powers and duties of the Mayor ~~shall be as are~~ set forth in this Charter. ~~and below: and such other duties as may be conferred upon the Mayor by official action of the City Commission.~~

(a) The Mayor ~~shall have~~ has a voice and a vote in the proceedings of the Commission but no veto power;

(b) The Mayor ~~shall~~ does not exercise any administrative power, unless specifically set forth in this Charter;

(c) The Mayor ~~shall~~ presides at all meetings of the Commission and performs such other duties consistent with the office, including but not limited to ensuring that every Commissioner completes an annual performance evaluation for each Charter Officer. ~~and The Mayor may use the title of Mayor in the execution of legal instruments or when required by the general or special laws of the state; and~~

(d) The Mayor ~~shall be recognized as~~ is the official head of the City ~~by the courts~~ for the purpose of serving civil processes and for all ceremonial purposes.

Rationale – Section 17

- Clean up legalese
- Mayor responsible to ensure Charter officer evaluations are conducted

Sections 18, 19 – Reserved.

Current Language

- Sec. 18. – Reserved.
- Sec. 19. – Reserved.

Proposed Language

- No changes

Section 20 - ~~Same~~—~~Vacating seat of member for unexcused absence of specified duration.~~ Reserved.

Current Language

- Absence from four consecutive regular meetings of the commission shall operate to vacate the seat of a member, unless such absence is excused by the commission by resolution setting forth the fact of such excuse duly entered upon the journal.

Proposed Language

- ~~Absence from four consecutive regular meetings of the Commission₂ shall operate to vacate the seat of a member unless such absence is excused by the commission by resolution setting forth the fact of such excuse duly entered upon the journal.~~

Rationale – Section 20

- Moved to Section 11

Section 21 - Adoption and enactment of municipal ordinances and resolutions; quorum for City Commission.

Current Language

(1) The adoption of ordinances and resolutions must be in compliance with Section 166.041, Florida Statutes, or such other section in Florida Statutes pertaining to the adoption of municipal ordinances or resolutions, as the same may be amended from time to time.

(2) A majority of the members of the city commission shall constitute a quorum. An affirmative vote of at least three city commissioners shall be necessary to enact any ordinance or resolution; except that two-thirds of the city commission is required to enact an emergency ordinance. An affirmative vote of a majority of a quorum present is necessary to adopt any resolution. On final passage, the vote of each member of the city commission voting shall be entered on the official record of the meeting. All ordinances or resolutions passed by the city commission shall become effective ten (10) days after passage or as otherwise provided therein.

(3) Every ordinance or resolution shall, upon its final passage, be recorded in a book kept for that purpose and shall be signed by the presiding officer and the clerk of the city commission.

Proposed Language

~~(1)~~-(a) The adoption of ordinances and resolutions must be in compliance with Section 166.041, Florida Statutes, or such other section in Florida Statutes pertaining to the adoption of municipal ordinances or resolutions, as the same may be amended from time to time.

~~(2)~~-(b) A majority of the members of the City Commission shall constitute a quorum. An affirmative vote of at least three City Commissioners shall be necessary to enact any ordinance or resolution; except that two-thirds a supermajority of the City Commission is required to enact an emergency ordinance. ~~An affirmative vote of a majority of a quorum present is necessary to adopt any resolution.~~ In case of a serious medical condition, as provided by Florida law, a Commissioner may be permitted to vote in real time by communication media technology instead of being physically present. On final passage, the vote of each member of the City Commission voting shall must be entered on the official record of the meeting. All ordinances or resolutions passed by the City Commission shall become effective ten (10) days after passage or as otherwise provided therein.

~~(3)~~-(c) Every ordinance or resolution shall, upon its final passage, be recorded in a book kept for that purpose and ~~shall must~~ be signed by the presiding officer and the City Clerk of the city commission.

Rationale – Section 21

- Clean up legalese
- Allow for virtual participation in medical necessity

Section 22 – ~~Reserved.~~ Boards.

Current Language

- Reserved.

Proposed Language

- The City Commission may at any time appoint a ~~fact-finding or an~~ advisory board or ~~boards~~ committee, on a standing or ad hoc basis, ~~composed of men and women who are~~ residents of the City of Fernandina Beach qualified to act in an advisory capacity to the City Commission or the City Manager, with respect to the conduct and management of any property or institutions or the exercises of any public functions of the City. The members of any ~~such~~ board or committee shall serve without compensation for the time fixed in their appointment or at the pleasure of the Commission, and their duties ~~shall be~~ are to consult and advise with ~~such~~ municipal officers and make written recommendations, which ~~shall~~ then become part of the records of the City.

Rationale – Section 22

- Moved from Sec. 69 for relevance.

Section 23, 24 – Reserved.

Current Language

- Sec. 23. – Reserved.
- Sec. 24. – Reserved.

Proposed Language

- No changes

Section 25 – City Manager appointment; tenure of office; qualifications; ~~manager pro tem~~.

Current Language

- The city commission shall appoint a city manager who shall be the administrative head of the municipal government under the direction and supervision of the city commission, and shall hold office at the pleasure of the city commission. The city manager shall be chosen solely on the basis of executive and administrative qualifications without regard to political belief, and need not be a resident of the city or state at the time of appointment; however, not later than 30 days after executing the Oath of Office, the city manager shall become a resident of the city. The city commission may establish an appropriate contract for the city manager, which shall contain the employment conditions, compensation, benefits and such other terms as may be appropriate. The city manager may also be deemed to be a regular employee of the city, and the employment conditions, compensation, benefits and other terms may be set by the city commission through ordinance, resolution or policy. During the absence or disability of the city manager, the city commission shall designate some properly qualified person to temporarily execute the function of the city manager.

Proposed Language

- The City Commission ~~shall~~ must appoint a City Manager who ~~shall be~~ is the administrative head of the municipal government under the direction and supervision of the City Commission and ~~shall~~ holds office at the pleasure of the City Commission. The City Manager ~~shall~~ must be chosen solely on the basis of executive and administrative qualifications without regard to political belief, and need not be a resident of the City or state at the time of appointment; however, not later than ~~30~~ 90 days after executing the Oath of Office, the City Manager ~~shall~~ must become a resident of the City. The City Manager must have prior management experience managing at least one government organization with at least 250 employees and several departments, be a member in good standing of a professional organization such as the International City/County Management Association, and the Commission must consider more than one (1) qualified candidate for City Manager. The City Manager must be a member in good standing of a professional organization such as the International City/County Management Association prior to appointment or within six (6) months after appointment. The City Commission ~~may~~ will establish an appropriate contract for the City Manager, which ~~shall~~ contains the employment conditions, compensation, benefits and such other terms as may be appropriate. The City Manager may also be deemed to be a regular employee of the City, and the employment conditions, compensation, benefits and other terms may be set by the City Commission through ordinance, resolution or policy. ~~During the absence or disability of the City Manager, the City Commission shall designate some properly qualified person to temporarily execute the function of the City Manager.~~

Rationale – Section 25

- Clean up legalese
- Expand time for new City Manager to relocate
- Added minimum qualifications for City Manager

Section 26, 27, 28 – Reserved.

Current Language

- Sec. 26. – Reserved.
- Sec. 27. – Reserved.
- Sec. 28. – Reserved.

Proposed Language

- No changes

Section 29 - Powers and duties enumerated.

Current Language

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

- (a) To see that the laws and ordinances are enforced.
- (b) Except as hereinafter specifically provided, to appoint and remove all subordinate officers and employees of the city; all appointments to be made upon merit and fitness alone.
- (c) To exercise control and direct supervision over all departments and divisions of the municipal government under this Charter, or which may hereafter be created by the city commission, including public utilities owned by said city.
- (d) To see that all terms and conditions imposed in favor of the city or its inhabitants in any public utility franchise are faithfully kept and performed; and upon knowledge of any violation thereof, to call the same to the attention of the city attorney, whose duty it is hereby made to take such legal steps as may be necessary to enforce the same.
- (e) To attend all meetings of the city commission, and of its committees, with right to take part in the discussions, but without having a vote.
- (f) To recommend to the commission for adoption such measures as he may deem necessary or expedient in the interests of the city.
- (g) To keep the city commission fully advised as to the financial condition and needs of the city and to submit for its consideration an annual budget.
- (h) To perform such other duties as may be prescribed under this Charter or as may be required of him by ordinance or resolution of the city commission.
- (i) He shall be purchasing agent for the city, by whom all purchases of supplies shall be made and he shall approve all vouchers for the payment of same. In the capacity of purchasing agent he shall also conduct all sales of personal property which the commission may authorize to be sold as having become unnecessary or unfit for the city's use. All purchases and sales shall conform to such regulations as the city commission may from time to time prescribe.

Proposed Language

The City Manager ~~shall be~~ is responsible to the City Commission for the proper administration of all affairs of the City, and to that end ~~his~~ has the following powers and duties ~~are and they shall be:~~

- (a) To see that the laws and ordinances are enforced;
- (b) Except as hereinafter specifically provided, to appoint and remove all subordinate officers and employees of the City; all appointments to be made upon merit and fitness alone;
- (c) To exercise control and direct supervision over ~~all~~ departments and divisions of the municipal government under this Charter, or which may hereafter be created by the City Commission, including setting the compensation for officers and employees; including public utilities owned by said city.
- (d) To see that all terms and conditions imposed in favor of the City or its inhabitants in any ~~public utility franchise contract~~ are faithfully kept and performed; and upon knowledge of any violation thereof, to call the same to the attention of the City Attorney, whose duty it is hereby made to take such legal steps as may be necessary to enforce the same;
- (e) To attend all meetings of the City Commission, and of its committees, with right to take part in the discussions, but without having a vote;
- (f) To recommend to the Commission for adoption such measures as ~~he may deem~~ are deemed necessary or expedient in the interests of the City;
- (g) To keep the City Commission fully advised as to the financial condition and needs of the City and to submit for its consideration an annual budget and five-year capital improvement plan;
- (~~h~~) ~~To perform such other duties as may be prescribed under this Charter or as may be required of him by ordinance or resolution of the City Commission.~~
- (~~h~~) (h) ~~He shall be purchasing agent for the City, by whom all purchases of supplies shall be made and he shall approve all vouchers for the payment of same. In the capacity of purchasing agent he shall also conduct all sales of personal property which the Commission may authorize to be sold as having become unnecessary or unfit for the City's use. All purchases and sales shall must conform to such regulations as the City Commission may from time to time prescribe. To be responsible for the procurement, sale of surplus, management, payment, and contract compliance for all supplies, services, and construction contracts, including any Federal, State, or other grant funded activity, at the direction of the City Commission and in accordance with all applicable City, State, or Federal laws and regulations ; and~~
- (~~h~~) (i) To designate a City Manager pro tem to be approved by the City Commission to serve in case of absence or disability of the City Manager.

Rationale – Section 29

- Clean up legalese
- Require City Manager to designate pro tem
- Require CM to prepare a capital improvement plan

Section 30 – ~~Reserved.~~ Salaries and compensation.

Current Language

- Sec. 30. – Reserved.

Proposed Language

- The City Manager shall fix the number and compensation of all other officers and employees. The salaries or compensation so fixed shall must be uniform for like services in each grade of the City service, as the same shall will be graded or classified by the City Manager, and approved by the City Commission. All such salaries and rates of pay, with dates of employment and discharge, shall must be immediately reported to the City Clerk. All fees and moneys received or collected by officers and employees shall must be immediately paid over to the City Comptroller on the date of their receipt.

Rationale – Section 30

- Moved from Sec. 120 for relevancy
- Clean up legalese

Section 31 - City Attorney appointment and qualifications; tenure of office; powers and duties enumerated; attorney pro tem

Current Language

a) *Appointment; tenure of office; qualifications; and attorney pro tem.* The City Commission shall appoint a city attorney, who shall act as the legal advisor to and attorney and counselor for the municipality and all of its officers in matters relating to their official duties. The City Attorney shall serve under the direction and supervision of the City Commission and shall hold office at the pleasure of the City Commission. The City Attorney shall be chosen on the basis of legal and administrative qualifications. The City Commission shall establish an appropriate contract for the City Attorney, which shall contain the employment conditions, compensation, benefits and such other terms as may be appropriate. During the absence or disability of the City Attorney, the City Commission shall designate a properly qualified person to temporarily execute the functions of the office.

b) *Powers and duties enumerated.* The City Attorney shall be responsible to the City Commission for the proper administration of all affairs of the City assigned to the office of the City Attorney and to that end, the City Attorney's duties and powers shall be the following:

- 1) Prepare all contracts, bonds and other instruments in writing in which the municipality is concerned, and shall endorse on each the City Attorney's approval;
- 2) The City Attorney shall be authorized to take such action required to avoid default judgment against the City in any litigation and shall obtain authorization by resolution to prosecute and defend all causes of action, lawsuits and claims in which the City is a party. The City Attorney shall review with the City Commission at the next regular meeting when any action to avoid default has been taken by the City Attorney;
- 3) The City Attorney shall provide opinions of law relating to the activities of the City, the City Commission, the City Manager and City Clerk, upon request; and the direct employees of the City Attorney in the office of the City Attorney shall report to the City Attorney. The City Attorney shall have the authority to hire, direct, promote and terminate the employees in the City Attorney's Office, notwithstanding Section 29(b) herein.

Proposed Language

a) ~~Appointment; tenure of office; qualifications; and attorney pro tem.~~ The City Commission ~~shall~~ must appoint a City Attorney, who ~~shall~~ must act as the legal advisor to and attorney and counselor for the municipality and all of its officers in matters relating to their official duties. The City Attorney ~~shall~~ must serve under the direction and supervision of the City Commission and ~~shall~~ must hold office at the pleasure of the City Commission. The City Attorney ~~shall~~ must be chosen on the basis of legal and administrative qualifications. The City Attorney must be a lawyer admitted to and having authority to practice in all courts of the state, including circuit and district appellate courts of Florida. The City Attorney must also be admitted to practice in the federal Middle District of Florida court and the 11th Circuit Appeals court or be admitted within six months of taking the Oath of Office. It is preferred that the City Attorney be board certified in City, County and Local Government Law by the Florida Bar Association.

(b) The City Commission ~~shall~~ must establish an appropriate contract for the City Attorney, which ~~shall~~ must contain the employment conditions, compensation, benefits and such other terms as may be appropriate. During the absence or disability of the City Attorney, the City Commission ~~shall~~ must designate a properly qualified person to temporarily execute the functions of the office.

~~b) (c)~~ Powers and duties enumerated. The City Attorney ~~shall be~~ is responsible to the City Commission for the proper administration of all affairs of the City assigned to the office of the City Attorney and to that end, the City Attorney's duties and powers ~~shall be~~ are the following:

- 1) Prepare all contracts, bonds and other instruments in writing in which the municipality is concerned, and ~~shall~~ must endorse on each the City Attorney's approval;
- 2) ~~The City Attorney shall be authorized to take~~ such action required to avoid default judgment against the City in any litigation and ~~shall~~ must obtain authorization by resolution to prosecute and defend all causes of action, lawsuits and claims in which the City is a party. The City Attorney ~~shall~~ must review with the City Commission at the next regular meeting when any action to avoid default has been taken by the City Attorney;
- 3) ~~The City Attorney shall~~ Provide opinions of law relating to the activities of the City, the City Commission, the City Manager and City Clerk, upon request; and the direct employees of the City Attorney in the office of the City Attorney ~~shall~~ must report to the City Attorney. The City Attorney ~~shall have~~ has the authority to hire, direct, promote and terminate the employees in the City Attorney's Office, notwithstanding Section 29(b) herein; and
- 4) For the purpose of serving during the absence or disability of the City Attorney, the City Attorney must propose a list of qualified attorneys for approval by the City Commission from which the City Commission may choose a City Attorney pro tem.

Rationale – Section 31

- Clean up legalese
- Incorporate Sections 32 and 33

Section 32 - ~~Additional duties.~~ Reserved.

Current Language

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

Proposed Language

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

Rationale – Section 32

- Delete and move attorney pro tem language to Section 31
- Reserve

Section 33 – Qualifications. Reserved.

Current Language

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

Proposed Language

- ~~The City Attorney shall must be a lawyer admitted to and having authority to practice in all courts of the state, including circuit and district appellate courts of Florida. The City Attorney must also be admitted to practice in the federal Middle District of Florida court and the 11th Circuit Appeals court or be admitted within six months of taking the Oath of Office. It is preferred that the City Attorney be board certified in City, County and Local Government Law by the Florida Bar Association.~~
- Delete and reserve.

Rationale – Section 33

- Delete and move to Section 31
- Reserve

Section 34, 35, 36, 37, 38 – Reserved.

Current Language

- Sec. 34. – Reserved.
- Sec. 35. – Reserved.
- Sec. 36. – Reserved.
- Sec. 37. – Reserved.
- Sec. 38. – Reserved.

Proposed Language

- No changes

Section 39, 40 – Reserved.

Current Language

- Sec. 39. – Reserved.
- Sec. 40. – Reserved.

Proposed Language

- No changes

Section 41 - Police ~~force~~ department— Composition; authority of chief.

Current Language

- The police force of the City of Fernandina [Beach] shall consist of a chief of police and as many subordinate officers, policemen and employees as the city commission shall by resolution determine. The chief of police shall have exclusive control of the stationing and transfer of all patrolmen and other officers and employees constituting the police force, subject to the approval of the city manager and under such rules and regulations as the city commission may prescribe or as may be prescribed by the ordinances of the city

Proposed Language

- The police ~~force~~ department of the City of Fernandina [Beach] ~~shall consist of~~ a chief of police and as many subordinate officers, ~~policemen/policewomen~~ and employees as the City Commission ~~shall by resolution determine~~ by ordinance. The chief of police ~~shall have~~ has exclusive control of the stationing and transfer of all ~~patrolmen and other~~ officers and employees constituting the police ~~force~~ department, subject to the approval of the City Manager and under such rules and regulations as the City Commission may prescribe or as may be prescribed by the ordinances of the City. In case of riot, conflagration or like emergency, the City Manager may appoint additional police personnel for temporary service. A referendum election is required prior to the City dissolving the police department of the City or contracting out law enforcement services to another agency.

Rationale – Section 41

- Clean up legalese
- Prohibits dissolution of police department solely by Commission vote
- Allows for emergency temporary appointments for additional police officers (repeats language already given to fire department)

Section 42, 43 – Reserved.

Current Language

- Sec. 42. – Reserved.
- Sec. 43. – Reserved.

Proposed Language

- No changes

Section 44 - Fire ~~force~~ department; composition; authority of chief.

Current Language

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

Proposed Language

- The fire ~~force~~ department of the City ~~shall~~ consists of a chief, ~~who shall be fire warden,~~ and as many subordinate officers, firefighter/rescue personnel and employees as the City Commission, ~~shall,~~ by ordinance, determines. The fire chief ~~shall have~~ has exclusive control of the stationing and transfer of all firefighter/rescue personnel and other officers and employees of the fire ~~force~~ department subject to such rules and regulations as may be prescribed by the City Manager or by ordinance of the City; ~~he shall have~~ the fire chief has exclusive management and control of such officers and employees as may be employed in the administration of the affairs of ~~his~~ the force. In case of riot, conflagration or like emergency, the City Manager may appoint additional firefighter/rescue personnel for temporary service. A referendum election is required prior to the City dissolving the fire department of the City or contracting out fire/rescue services to another agency.

Rationale – Section 44

- Clean up legalese
- Prohibits dissolution of fire department solely by Commission vote

Section 45 - ~~Public utilities.~~ Reserved.

Current Language

- The City of Fernandina Beach shall have the power to own and operate all utilities, both within its boundaries, and outside its boundaries, in order to serve the public health, safety and welfare. The City shall have the power to do all things necessary for the operation of the utilities, and the protection of the public health and safety and welfare.

Proposed Language

- ~~The City of Fernandina Beach shall have has the power to own and operate all utilities, both within its boundaries, and outside its boundaries, in order to serve the public health, safety and welfare. The City shall have the power to do all things necessary for the operation of the utilities, and the protection of the public health and safety and welfare.~~
- Delete and reserve.

Rationale – Section 45

- Move to Sec. 7 because that is where municipal powers are stated.

Section 46 – City Clerk ~~appointment; tenure of office; qualifications; and clerk pro tem.~~ Reserved

Current Language

- The City Commission shall appoint a City Clerk, who shall serve under the direction and supervision of the City Commission and shall hold office at the pleasure of the City Commission. The City Clerk shall be chosen on the basis of administrative qualifications. The City Commission shall establish an appropriate contract for the City Clerk, which shall contain the employment conditions, compensation, benefits and such other terms as may be appropriate. During the absence or disability of the City Clerk, the City Commission shall designate a properly qualified person to temporarily execute the functions of the office.

Proposed Language

- ~~The City Commission shall must appoint a City Clerk, who shall serves under the direction and supervision of the City Commission and shall holds office at the pleasure of the City Commission. The City Clerk shall must be chosen on the basis of administrative qualifications. The City Clerk must be a member in good standing of a professional organization such as the Florida Association of City Clerks. The City Commission shall must establish an appropriate contract for the City Clerk, which shall contains the employment conditions, compensation, benefits and such other terms as may be appropriate. During the absence or disability of the City Clerk, the City Commission shall designate a properly qualified person to temporarily execute the functions of the office.~~

Rationale – Section 46

- Delete and move to Sec. 47
- Reserve

Section 47 – City Clerk appointment and qualifications; powers and duties enumerated; and City Clerk pro tem.

Current Language

The City Clerk shall be responsible to the City Commission for proper administration of all affairs of the City assigned to the office of the City Clerk and to that end, the City Clerk's duties and powers shall be the following:

- a) Attend all meetings of the City Commission and keep a journal of its proceedings, the correctness of which proceedings as entered in such journal shall be certified to after each meeting by the signature of the City Clerk and by the signature of the presiding officer of the City Commission. Additionally, a journal shall be maintained of the proceedings of all boards and committees required by the City Commission;
- b) The City Clerk shall be the custodian of the seal of the City;
- c) Conduct municipal elections exercising authority not reserved to county constitutional officers; however all such authority and responsibility to conduct municipal elections, either special or general municipal elections, may be contracted out to the Nassau County Supervisor of Elections, as determined by the City Commission from time to time;
- d) Countersign all checks and review outgoing checks to determine compliance with the City's established Purchasing Policy and Procedures;
- e) Serve as legal custodian of all city records including but not limited to, all contracts, deeds, abstracts, title insurance policies and other official documents, and perform such other duties as may be required by ordinance or resolution of the City Commission, as well as such as may be required by City Clerks by the general law of the state, applicable to municipalities and not inconsistent with this charter or with any ordinance or resolution passed by the City Commission;
- f) Authenticate all ordinances, resolutions and transcripts of legislative functions;
- g) Publish all public notices required by the City Commission or by law;
- h) Prepare all awards, proclamations, certificates and other formal Documentation by the City Commission;
- i) Notify the City Commission of all vacancies on boards or committees established by the City Commission;
- j) File all liens, satisfactions and releases as authorized by the City Manager;
- k) Serve as notary public on behalf of the City and attest all City documents as required;
- l) The direct employees of the City Clerk in the office of the City Clerk shall report to the City Clerk. The City Clerk shall have the authority to hire, direct, promote and terminate the employees in the City Clerk's office, notwithstanding Section 29(b) herein; and
- m) Any other duties as required by the City Commission.

Proposed Language

(a) The City Commission must appoint a City Clerk, who serves under the direction and supervision of the City Commission and holds office at the pleasure of the City Commission. The City Clerk must be chosen on the basis of administrative qualifications. The City Clerk must be a member in good standing of a professional organization such as the Florida Association of City Clerks. The City Commission must establish an appropriate contract for the City Clerk, which contains the employment conditions, compensation, benefits and such other terms as may be appropriate.

(b) The City Clerk shall be is responsible to the City Commission for proper administration of all affairs of the City assigned to the office of the City Clerk and to that end, the City Clerk's duties and powers shall be are the following:

- a) 1. Attend all meetings of the City Commission and keep a journal of its proceedings, the correctness of which proceedings as entered in such journal shall must be certified to after each meeting by the signature of the City Clerk and by the signature of the presiding officer of the City Commission. Additionally, a journal shall must be maintained of the proceedings of all boards and committees required by the City Commission;
- b) 2. The City Clerk shall be is the custodian of the seal of the City;
- c) 3. Conduct municipal elections exercising authority not reserved to county constitutional officers; however all such authority and responsibility to conduct municipal elections, either special or general municipal elections, may be contracted out to the Nassau County Supervisor of Elections, as determined by the City Commission from time to time;
- d) 4. Countersign all checks and review outgoing checks to determine compliance with the City's established Purchasing Policy and Procedures;
- e) 5. Serve as legal custodian of all City records including but not limited to, all contracts, deeds, abstracts, title insurance policies and other official documents. and perform such other duties as may be required by ordinance or resolution of the City Commission, as well as such as may be required by City Clerks by the general law of the state, applicable to municipalities and not inconsistent with this charter or with any ordinance or resolution passed by the City Commission;
- f) 6. Authenticate all ordinances, resolutions and transcripts of legislative functions;
- g) 7. Publish all public notices required by the City Commission or by law;
- h) 8. Prepare all awards, proclamations, certificates and other formal Documentation by the City Commission;
- i) 9. Notify the City Commission of all vacancies on boards or committees established by the City Commission;
- j) 10. File all liens, satisfactions and releases as authorized by the Mayor or City Manager;
- k) 11. Serve as notary public on behalf of the City and attest all City documents as required;
- l) 12. The direct employees of the City Clerk in the office of the City Clerk shall report to the City Clerk. The City Clerk shall have has the authority to hire, direct, promote and terminate the employees in the City Clerk's office, notwithstanding Section 29(b) herein; and
- m) 13. Any other duties as required by the City Commission. Maintain City records of annexations and the official City boundaries, as they may be amended from time to time; and
- n) 14. For the purpose of serving during the absence or disability of the City Clerk, a City Clerk pro tem must be proposed for approval by the City Commission.

Rationale – Section 47

- Clean up legalese
- Require maintenance of city boundary map
- Add minimum qualifications for City Clerk

Section 48-57 – Reserved.

Current Language

- Sec. 48. – Reserved.
- Sec. 49. – Reserved.
- Sec. 50. – Reserved.
- Sec. 51. – Reserved.
- Sec. 52. – Reserved.
- Sec. 53. – Reserved.
- Sec. 54. – Reserved.
- Sec. 55. – Reserved.
- Sec. 56. – Reserved.
- Sec. 57. – Reserved.

Proposed Language

- No changes

Section 58 - Department of Finance established.

Current Language

- There shall be a department of Finance, which shall be headed by a City Comptroller, who shall be under the supervision of the City Manager. The City Comptroller shall be the custodian of all monies of the City and shall keep, preserve, invest and deposit all funds of whatever kind in a legally authorized manner in accordance with the guidelines of the Governmental Accounting Standards Board, as established by the State of Florida and any established policies and procedures of the City.

Proposed Language

- There ~~shall be~~ is established a department of Finance, which ~~shall be~~ is headed by a City Comptroller, ~~who shall be~~ under the supervision of the City Manager. The City Comptroller must be a Certified Public Accountant (CPA) or have the same training and qualifications as a CPA. The Comptroller must be a member in good standing of the Florida Government Finance Officers Association within six (6) months of starting employment with the City. The City Comptroller ~~shall be~~ is the custodian of all ~~monies~~ funds of the City and ~~shall~~ keeps, preserves, reconciles, records, invests and deposits all funds of whatever kind in a legally authorized manner in accordance with the guidelines of the Governmental Accounting Standards Board, as established by the State of Florida and any established policies and procedures of the City.

Rationale – Section 58

- Clean up legalese
- Adding minimum qualifications

Section 59 - ~~Bond~~. Liability Insurance.

Current Language.

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

Proposed Language

- The City Comptroller ~~shall give a bond in the amount established by ordinance of the city commission from time to time~~ must have insurance for professional liability to protect the City.

Rationale – Section 59

- Require liability insurance in accordance with current practice.

Section 60 - Collection of interest on investments or deposits.

Current Language

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

Proposed Language

- All moneys due as interest upon investments or deposits ~~shall be~~ is collected by the City Comptroller and placed to the credit of the City, and any and all bonds and securities taken for investments and deposits ~~shall be~~ are held by the City Comptroller for safe keeping for the benefit of the City. The Comptroller must propose sound, written investment policies which are approved by the City Commission.

Rationale – Section 60

- Clean up legalese
- Added duty to provide investment plan

Section 61 - ~~Collection of taxes, license fees and all moneys belonging to city.~~ Reserved.

Current Language

- The City Comptroller shall assure that all monies belonging to the City are properly recorded, reconciled and accounted for, including but not limited to taxes, licenses, revenue sharing, grants, special assessments, fines and income from all other sources in accordance with the guidelines of the Governmental Accounting Standards Board, as established by the laws of the State of Florida.

Proposed Language

- ~~The City Comptroller shall assures that all monies belonging to the City are properly recorded, reconciled and accounted for, including but not limited to taxes, licenses, revenue sharing, grants, special assessments, fines and income from all other sources in accordance with the guidelines of the Governmental Accounting Standards Board, as established by the laws of the State of Florida.~~
- Delete and reserve.

Rationale – Section 61

- Redundant, Section 58 covers the same

Section 62 - Payment of moneys; procedure.

Current Language

- The City Comptroller shall issue checks to be paid from city funds only in accordance with established procedures, which procedures shall be reviewed and approved by the City Manager and City Commission. The checks of the City may carry electronic signatures. In a declared emergency, the persons authorized to sign on behalf of the City shall be established by resolution.

Proposed Language

- The City Comptroller ~~shall~~ issues checks to be paid from City funds only in accordance with established procedures, which procedures ~~shall~~ must be reviewed and approved by the City Manager and City Commission. The checks of the City may carry electronic signatures. In a declared emergency, the persons authorized to sign on behalf of the City ~~shall~~ must be established by resolution.

Rationale – Section 62

- Clean up legalese

Section 63 - Reserved.

Current Language

- Sec. 63. - Reserved.

Proposed Language

- No changes

Section 64 - Financial report; submission to Commission monthly.

Current Language

- At a regular city commission meeting, the city comptroller shall submit to the city commission through the city manager, a detailed report of the financial status of the City funds. The city comptroller, or designee, shall also attend the meeting to provide the necessary interpretation of the submitted financial data or to respond to the financial questions generated by the commission.

Proposed Language

- At a regular City Commission meeting, the City Comptroller ~~shall~~ will submit monthly to the City Commission through the City Manager, a detailed report of the financial status of the City funds. The City Comptroller, or designee, ~~shall~~ will also attend the meeting to provide the necessary interpretation of the submitted financial data or to respond to the financial questions generated by the Commission. In addition, the City Comptroller must schedule an annual financial audit of accounts and records by an independent certified public accountant in accordance with state law.

Rationale – Section 64

- Clean up legalese
- Requiring report monthly, annual financial audit

Section 65, 66, 67, 68 – Reserved.

Current Language

- Sec. 65. – Reserved.
- Sec. 66. – Reserved.
- Sec. 67. – Reserved.
- Sec. 68. – Reserved.

Proposed Language

- No changes

Section 69 - ~~How constituted.~~ Reserved.

Current Language

- The city commission may at any time appoint a fact-finding or advisory board or boards, composed of men and women who are residents of the City of Fernandina Beach qualified to act in an advisory capacity to the city commission or the city manager, with respect to the conduct and management of any property or institutions or the exercises of any public functions of the city. The members of any such board shall serve without compensation for the time fixed in their appointment or at the pleasure of the commission, and their duties shall be to consult and advise with such municipal officers and make written recommendations, which shall become part of the records of the city.

Proposed Language

- ~~The City Commission may at any time appoint a fact-finding or advisory board or boards, composed of men and women who are residents of the City of Fernandina Beach qualified to act in an advisory capacity to the City Commission or the City Manager, with respect to the conduct and management of any property or institutions or the exercises of any public functions of the City. The members of any such board shall serve without compensation for the time fixed in their appointment or at the pleasure of the Commission, and their duties shall be to consult and advise with such municipal officers and make written recommendations, which shall become part of the records of the City.~~
- Delete and reserve.

Rationale – Section 69

- Moved to Sec. 22

Section 70 - Reserved.

Current Language

- Sec. 70. - Reserved.

Proposed Language

- No changes

Section 71 - Annual estimate of expenditures and revenues for forthcoming year; submission to City Commission by City Manager.

Current Language

- The City Manager shall set forth an estimate of the expenditures and revenues of the city for the upcoming fiscal year. The estimate of expenditures and revenues shall be submitted in compliance with the procedures set forth in the laws of Florida. The estimates and budget so given and constituting the recommendation of the City Manager as to the amounts necessary to be appropriated for the ensuing fiscal year shall be supported with information giving the reasons therefore in such detail as may be necessary to afford the City Commission a comprehensive understanding of the needs and requirements of the various departments and divisions of the city government for the ensuing fiscal year.

Proposed Language

- (a) In accordance with Section 29(g), the City Manager ~~shall~~ sets forth an estimate of the expenditures and revenues of the City for the upcoming fiscal year. The estimate of expenditures and revenues must ~~shall~~ be submitted in compliance with the procedures set forth in the laws of Florida.
- (b) ~~The estimates, and budget and 5-year capital improvement plan so given and constituting the recommendation of the City Manager as to the amounts necessary to be appropriated for the ensuing fiscal year shall~~ must be supported with information giving the reasons therefore in such detail as may be necessary to afford the City Commission a comprehensive understanding of the needs and requirements of the various departments and divisions of the City government for the ensuing fiscal year.

Rationale – Section 71

- Clean up legalese
- Adds reference to Capital Improvement Plan

Section 72 - ~~Annual budget and appropriation.~~ Reserved.

Current Language

- The city commission shall abide by the laws of the State of Florida in the preparation, submission and publication of its annual budget and appropriation by ordinance or resolution.

Proposed Language

- ~~The City Commission shall abides by the laws of the State of Florida in the preparation, submission and publication of its annual budget and appropriation by ordinance or resolution.~~
- Delete and reserve.

Rationale – Section 72

- This is required under Florida Law and therefore redundant.

Section 73 - Reserved.

Current Language

- Sec. 73. - Reserved.

Proposed Language

- No changes

Section 74 - Transfer of funds.

Current Language

- Upon request of the city manager, the city commission may authorize a budget amendment or budget transfer by resolution. The city manager shall be authorized to transfer funds within the same department or division thereof in such maximum amounts as established by ordinance or resolution from time to time.

Proposed Language

- Upon request of the City Manager, the City Commission may authorize a budget amendment or budget transfer by resolution. The City Manager ~~shall be~~ is authorized to transfer funds within the same department or division thereof in such maximum amounts as established by ordinance or resolution from time to time; provided, however, this authorization does not extend to any funds received for or maintained in the Fernandina Beach Land Conservation Trust Fund.

Rationale – Section 74

- Clean up legalese
- Prohibits conservation trust funds from being transferred.

Section 75 - Limitation on appropriations.

Current Language

- At the close of each fiscal year the unencumbered balance of each appropriation shall revert to the respective fund from which it was appropriated and shall be subject to future appropriation. Any accruing revenue of the city, not appropriated and hereinbefore provided, and any balance at any time remaining after the purpose of the appropriation shall have been satisfied or abandoned may from time to time be appropriated by the city commission to such use as will not conflict with any uses for which specifically such revenues accrued. No money shall be drawn from the treasury of the city, nor shall any obligation for the expenditure of the money be incurred, except pursuant to the appropriation made by the city commission.

Proposed Language

- At the close of each fiscal year the unencumbered balance of each appropriation ~~shall~~ reverts to the respective fund from which it was appropriated and ~~shall be~~ is subject to future appropriation. Any accruing revenue of the City, not appropriated and hereinbefore provided, and any balance at any time remaining after the purpose of the appropriation ~~shall have~~ has been satisfied or abandoned may from time to time be appropriated by the City Commission to such use as will not conflict with any uses for which specifically such revenues accrued. No money ~~shall~~ may be drawn from the treasury of the City, nor ~~shall~~ any obligation for the expenditure of the money be incurred, except pursuant to the appropriation made by the City Commission. No funds received for or maintained in the Fernandina Beach Land Conservation Trust Fund may be appropriated for or applied to any expenditure for any purpose other than those set forth in the Fernandina Beach Land Conservation Program.

Rationale – Section 75

- Clean up legalese
- Restricts appropriations from conservation trust fund for conservation use only

Section 76, 77 - Reserved.

Current Language

- Sec. 76. - Reserved.
- Sec. 77. - Reserved.

Proposed Language

- No change

Section 78 - ~~Ad valorem taxes.~~ Reserved.

Current Language

- (1) Pursuant to Article VII, Sec. 9 of the State Constitution and the laws of the State of Florida, this municipality is hereby authorized, to levy ad valorem taxes on real and tangible personal property within the municipality.
- (2) The assessment and collection of municipal ad valorem taxes shall be performed by appropriate officers and in such manner as is prescribed by general law.
- (3) Pursuant to and in compliance with the laws of the State of Florida, the municipality may impose, by taxation and licenses or by user charges or fees authorized by ordinance, amounts of money which are necessary for the conduct of municipal government and may enforce their receipt and collection in the manner prescribed by law.

Proposed Language

- ~~(1) Pursuant to Article VII, Sec. 9 of the State Constitution and the laws of the State of Florida, this municipality is hereby authorized, to levy ad valorem taxes on real and tangible personal property within the municipality.~~
- ~~(2) The assessment and collection of municipal ad valorem taxes shall will be performed by appropriate officers and in such manner as is prescribed by general law.~~
- ~~(3) Pursuant to and in compliance with the laws of the State of Florida, the municipality may impose, by taxation and licenses or by user charges or fees authorized by ordinance, amounts of money which are necessary for the conduct of municipal government and may enforce their receipt and collection in the manner prescribed by law.~~

Delete and reserve.

Rationale – Section 78

- (1) and (2) are authorized under Florida law and therefore redundant
- (3) is incorporated into Sec. 79

Section 79 - ~~Regulatory~~ Fees.

Current Language

- Pursuant to the laws of the State of Florida, this municipality may levy reasonable business, professional, and occupational regulatory fees commensurate with the cost of the regulatory activity, including consumer protection, on such classes of businesses, professions, and occupations, the regulation of which has not been preempted by the state or a county pursuant to a county charter.

Proposed Language

(a) Pursuant to the laws of the State of Florida, ~~this municipality~~ the City may levy reasonable business, professional, and occupational regulatory fees commensurate with the cost of the regulatory activity, including consumer protection, on such classes of businesses, professions, and occupations, the regulation of which has not been preempted by the state or a county pursuant to a county charter.

(b) Pursuant to and in compliance with the laws of the State of Florida, the City may impose, by taxation and licenses or by user charges or fees authorized by ordinance, amounts of money which are necessary for the conduct of municipal government and may enforce their receipt and collection in the manner prescribed by law.

Rationale – Section 79

- Incorporates former Section 78 (3) for relevancy.
- Clean up legalese.

Section 80 - Reserved.

Current Language

- Sec. 80. – Reserved.

Proposed Language

- No changes

Section 81 – Comptroller Certification of funds for contracts, obligations, etc.

Current Language

- No contract, agreement, or other obligation involving the expenditure of money shall be entered into, nor shall any ordinance, resolution or order for the expenditure of money be passed by the city commission or be authorized by any officer of the city, unless the comptroller first certifies to the city commission or to the proper officer, as the case may be, that the money required for such contract, agreement, obligation or expenditure is in the treasury to the credit of the fund from which it is to be drawn, and not appropriated for any other purpose. The sum so certified shall hereafter be considered appropriated until the city is discharged from the contract, agreement or obligation.

Proposed Language

- ~~No contract, agreement, or other obligation involving the expenditure of money shall may be entered into, nor shall any ordinance, resolution or order for the expenditure of money be passed by the City Commission or be authorized by any officer of the City, unless the Comptroller first certifies to the City Commission or to the proper officer, as the case may be, that the money required for such contract, agreement, obligation or expenditure is in the treasury to the credit of the fund from which it is to be drawn, and not appropriated for any other purpose. The sum so certified shall hereafter will be considered appropriated until the City is discharged from the contract, agreement or obligation.~~
- The Comptroller must certify to the City and the City Commission that money to be expended for an obligation, such as a contract, is contained in the City account from which it is to be drawn and not appropriated for any other purpose prior to any action being taken by the City Commission or any City employee that commits the City to incur the obligation.

Rationale – Section 81

- Clean up legalese

Section 82—107 - Reserved.

Current Language

- Secs. 82—107. - Reserved.

Proposed Language

- No changes

Section 107A. - ~~Community redevelopment areas.~~ Reserved.

Current Language

- The City of Fernandina Beach is prohibited from creating any more than two non-contiguous, community redevelopment areas (CRA), pursuant to F.S. ch. 163, part III. The City of Fernandina Beach is prohibited from creating any such CRA wherein the assessed value for ad valorem tax purposes of the real property contained within such CRA would exceed two percent (2%) of the total assessed value of all real property in the city at the time of creation of such CRA.

Proposed Language

- ~~The City of Fernandina Beach is prohibited from creating any more than two non-contiguous, community redevelopment areas (CRA), pursuant to F.S. ch. 163, part III. The City of Fernandina Beach is prohibited from creating any such CRA wherein the assessed value for ad valorem tax purposes of the real property contained within such CRA would exceed two percent (2%) of the total assessed value of all real property in the city at the time of creation of such CRA.~~
- Delete and reserve.

Rationale – Section 107A

- Remove restriction on potential funding mechanism for improvements

Sections 108—119 - Reserved.

Current Language

- Secs. 108—119. - Reserved.

Proposed Language

- No changes

Section 120 - ~~Salaries and compensation.~~

Reserved.

Current Language

- The city commission shall fix, by ordinance, the salary or compensation of the city attorney, the department heads, the city manager and the city commission. The city manager shall fix the number and compensation of all other officers and employees. The salaries or compensation so fixed shall be uniform for like services in each grade of the city service, as the same shall be graded or classified by the city manager, and approved by the city commission. All such salaries and rates of pay, with dates of employment and discharge, shall be immediately reported to the city clerk. All fees and moneys received or collected by officers and employees shall be immediately paid over to the city comptroller on the date of their receipt.

Proposed Language

- ~~The City Commission shall fix, by ordinance, the salary or compensation of the City Attorney, the department heads, the City Manager, City Clerk, and the city commission. The city manager shall fix the number and compensation of all other officers and employees. The salaries or compensation so fixed shall must be uniform for like services in each grade of the city service, as the same shall will be graded or classified by the City Manager, and approved by the City Commission. All such salaries and rates of pay, with dates of employment and discharge, shall must be immediately reported to the City Clerk. All fees and moneys received or collected by officers and employees shall must be immediately paid over to the city Comptroller on the date of their receipt.~~
- Delete and reserve.

Rationale – Section 120

- 1st sentence deleted for redundancy
- Moved to Sec. 30 for relevancy

Section 121 - Oath of office.

Current Language

- Every officer of the city shall, before entering upon the duties of his office, take and subscribe to an oath or affirmation to be filed and kept in the office of the city clerk, which oath shall be in the form prescribed for state officers by the Constitution of the State.

Proposed Language

- Every officer and employee of the City shall must, before entering upon the duties of his office- employment or office, take and subscribe to an oath or affirmation to be filed and kept in the office of the City Clerk, which oath must be in compliance with state law and at a minimum be in the following form:

"I, , a citizen of the State of Florida and of the United States of America, and being employed by or an officer of the City of Fernandina Beach and a recipient of public funds as such employee or officer, do hereby solemnly swear or affirm that I will support the Constitutions of the United States and of the State of Florida, and I will in all respects observe and implement the laws of the State of Florida and the laws and policies of the City of Fernandina Beach, including without limitation, the City's Comprehensive Plan and the standards of conduct prescribed by the Florida Code of Ethics for Public Officers and Employees. I further promise to fairly and honestly use my position to support the best interests of the citizens of Fernandina Beach."

Rationale – Section 121

- Clean up legalese
- Includes revised oath of office to include state law requirements, ethics language, and City's Comprehensive Plan

Section 122 - ~~Official bonds.~~ Reserved.

Current Language

- The city commission or city manager, in fixing the salary of any officer, clerk or employee shall determine whether or not such officer, clerk or employee shall give bond, and the amount thereof, which bond shall be procured from a regularly accredited surety company authorized to do business under the laws of Florida, the premiums on such bonds to be paid by the city. All such bonds shall be filed in the office of the city clerk.

Proposed Language

- ~~The City Commission or City Manager, in fixing the salary of any officer, clerk or employee shall determines whether or not such officer, clerk or employee shall may give bond, and the amount thereof, which bond shall must be procured from a regularly accredited surety company authorized to do business under the laws of Florida, the premiums on such bonds to be paid by the city. All such bonds shall must be filed in the office of the City Clerk.~~
- Delete and ~~reserve.~~

Rationale – Section 122

- Redundant to Sec. 59

Sections 123, 123A, 124 – Reserved.

Current Language

- Sec. 123. – Reserved.
- Sec. 123A. – Reserved.
- Sec. 124. – Reserved.

Proposed Language

- No changes

Section 125 - ~~Election arrangements; declaration of election results; appointment of inspectors.~~ Reserved.

Current Language

- The city commission shall make all necessary arrangements for holding all municipal elections, and shall declare the result thereof. Inspectors, poll workers and clerks of election shall be appointed by the city commission except that if the commission shall fail to appoint them at least seven (7) days before the date of any election, the mayor may appoint them. In case of emergency, the mayor has the authority to appoint inspectors, poll workers and clerks of election.

Proposed Language

- ~~The City Commission shall makes all necessary arrangements for holding all municipal elections, and shall declares the result thereof. Inspectors, poll workers and clerks of election shall be are appointed by the city commission except that if the commission shall fails to appoint them at least seven (7) days before the date of any election, the mayor may appoint them. In case of emergency, the mayor has the authority to appoint inspectors, poll workers and clerks of election.~~
- Delete and reserve.

Rationale – Section 125

- This process is done through the Nassau County Supervisor of Elections in conjunction with the City Clerk's office as covered by Sec. 47(c).

Sections 125A. - 135 - Reserved.

Current Language

- Secs. 125A—135. - Reserved.

Proposed Language

- No changes

Section 136 - Administrative investigations.

Current Language

- The city commission shall authorize investigations by resolution. The city commission shall have the power at any time to cause the affairs of any department or the conduct of any officer or employee to be investigated; and for such purpose shall have power to compel the attendance of witnesses and the production of books, papers, and other evidence; and for that purpose may issue subpoenas or attachments which shall be signed by the mayor or the city manager and shall be served by any officer authorized by law to serve such process. The authority making such investigation shall have power to cause the testimony to be given under oath, such oath to be administered by some officer having authority under the law of the state to administer oaths; and shall also have power to punish as for contempt any person refusing to testify to any fact within his knowledge, or produce any book or papers under his control relating to the matter under investigation. Nothing in this section should be construed to limit the charter officers' ability to inquire into matters under their respective areas of responsibility.

Proposed Language

- (a) The City Commission ~~shall~~ may by majority vote authorize investigations by resolution. The City Commission, Charter Officers and members of City Commission appointed boards, shall have the power at any time to cause the affairs of any department or the conduct of any officer or employee to be investigated, ~~and~~. For such purpose each shall have ~~has the~~ power to compel the attendance of witnesses, and the production of books, papers, and other evidence; and ~~for that purpose~~ may issue subpoenas or attachments which ~~shall~~ must be signed by the Mayor or the City Manager and ~~shall~~ must be served by any officer authorized by law to serve such process.
- (b) The authority making such investigation ~~shall have~~ has the power to cause the testimony to be given under oath, such oath to be administered by some officer having authority under the law of the state to administer oaths; ~~and shall also have~~. The authority has the power to punish as for contempt any person refusing to testify to any fact within ~~his~~ their knowledge, or produce any book or papers under ~~his~~ their control relating to the matter under investigation.
- (c) Nothing in this section should be construed to limit the Charter Officers' ability to inquire into matters under their respective areas of responsibility.

Rationale – Section 136

- Clean up legalese
- Allowing Charter Officers and advisory boards administrative investigatory powers
- Clarifying that investigations require a majority vote by the Commission

Section 137 - Dedication of streets.

Current Language

- No street or alley hereinafter dedicated to public use by the owner of any land within the city shall be deemed a public street or alley, under the care or control of the city, unless the dedication be accepted and confirmed by ordinance passed for such purpose.

Proposed Language

- No street or alley hereinafter dedicated to public use by the owner of any land within the City ~~shall~~ will be deemed a public street or alley, under the care or control of the City, unless the dedication be accepted and confirmed by ordinance or resolution passed for such purpose.

Rationale – Section 137

- Clean up legalese

Sections 138-140- Reserved.

Current Language

- Secs. 138—140. - Reserved.

Proposed Language

- No changes

Section 141 - ~~General laws of state to apply.~~ Initiatives. (1 of 2)

Current Language

- All general laws of the state applicable to municipal corporations, now or which may hereafter be enacted, and which are not in conflict with the provisions of this Charter or with the ordinances and resolutions hereafter enacted by the city commission, shall be applicable to this city; provided, however, that nothing contained in this Charter shall be construed as limiting the power of the city commission to enact any ordinance or resolution not in conflict with the constitution of the state or with the express provisions of this Charter.

Proposed Language

- ~~All general laws of the state applicable to municipal corporations, now or which may hereafter be enacted, and which are not in conflict with the provisions of this Charter or with the ordinances and resolutions hereafter enacted by the city commission, shall be applicable to this city; provided, however, that nothing contained in this Charter shall be construed as limiting the power of the city commission to enact any ordinance or resolution not in conflict with the constitution of the state or with the express provisions of this Charter.~~
 - (a) Power to propose initiatives. The registered voters of the City have the power to propose ordinances (which can include amending existing ordinances) to the City Commission provided that such power does not extend to the budget or capital program or any ordinance relating to appropriation of money, levy of taxes or salaries of city officers or employees. If the City Commission fails to adopt the proposed ordinance without any change in substance, the voters have the power to adopt or reject it at a City election.
 - (b) Commencement of proceedings. Any five (5) registered voters may commence an initiative proceeding by filing an affidavit with the City Clerk stating they will constitute the petitioners' committee and be responsible for circulating the petition and filing it in proper form, stating their names and addresses and specifying the address to which all notices to the committee are to be sent, and setting out in full the proposed initiative ordinance to be voted upon. Promptly after the affidavit of the petitioners' committee is filed, the City Clerk will, at the committee's request and expense, issue the appropriate petition blanks to the petitioners' committee.
 - (c) Petitions.
 - (1) Number of signatures. Initiative petitions must be signed by registered voters of the City equal in number to at least ten (10) percent of the total number of qualified voters registered to vote in the last regular City election.
 - (2) Form and content. All papers of a petition must be uniform in size and style and assembled as one instrument for filing. Each signature must be executed by hand in ink or indelible pencil and shall be followed by the address of the person signing. Petitions must contain or have attached thereto throughout their circulation, the full text of the ordinance being proposed.
 - (3) Affidavit of circulator. When filed, each paper of a petition must have attached to it an affidavit executed by its circulator stating that the circulator personally circulated the paper, giving the number of signatures thereon, and stating that all the signatures were affixed in the circulator's presence, that the circulator believes them to be genuine signatures of the persons whose names they purport to be, and that each signer had an opportunity before signing to read the full text of the ordinance being proposed.

Section 141 - ~~General laws of state to apply.~~ Initiatives. (2 of 3)

Current Language.

Proposed Language.

(d) Procedure after filing.

(1) Certificate of City Clerk; amendment. Within twenty (20) days after the petition is filed, the City Clerk will complete a certificate as to its sufficiency, specifying, if it is insufficient, the particulars wherein it is defective and promptly send a copy of the certificate to the petitioners' committee by registered mail. The only grounds for insufficiency are failure to comply with subsection (c) of this section. A petition certified insufficient for lack of the required number of valid signatures may be amended once if the petitioners' committee files a notice of intention to amend it with the City Clerk within two (2) days after receiving the copy of the City Clerk's certificate and files a supplementary petition with additional signatures within ten (10) days after receiving the copy of such certificate. The supplementary petition must comply with the requirements of paragraphs (2) and (3) of subsection (c) above and within five (5) days after it is filed, the City Clerk will complete a certificate as to the sufficiency of the petition as amended and promptly send a copy of such certificate to the petitioners' committee by registered mail as in the case of an original petition. If a petition or amended petition is certified sufficient, or if a petition or amended petition is certified insufficient and the petitioners' committee does not elect to amend or request City Commission review under paragraph (2) below within the time required, the City Clerk will promptly present their certificate to the City Commission and the certificate will then be a final determination as to the sufficiency of the petition. The City Clerk will be paid by the petitioners' committee any amount charged by the Nassau County Supervisor of Elections for verification of the names on the petition.

(2) Commission review. If a petition has been certified insufficient and the petitioners' committee does not file notice of intention to amend it, or if an amended petition has been certified insufficient, the committee may, within two (2) days after receiving the copy of such certificate, file a request that it be reviewed by the City Commission. The City Commission will review the certificate at its next meeting following the filing of such request and approve or disapprove it, and the City Commission's determination is then the final determination as to the sufficiency of the petition.

(3) Court review; new petition. A final determination as to the sufficiency of a petition will be subject to court review. A final determination of insufficiency, even if sustained upon court review, does not prejudice the filing of a new petition for the same purpose.

Section 141 - ~~General laws of state to apply.~~ Initiatives. (3 of 3)

Current Language.

Proposed Language.

(e) Action on petitions.

- (1) Action by Commission. When an initiative petition has been finally determined sufficient, the City Commission will promptly consider the proposed initiative ordinance. If the City Commission fails to adopt a proposed initiative ordinance without any change in substance within sixty (60) days after the date the petition was determined sufficient, the Commission will submit the proposed ordinance to the voters of the City.
- (2) Submission to voters. The vote by the electorate of a proposed ordinance will be held at the next regular City election, but not less than ninety (90) days from the date that the petition was determined sufficient. The City Commission in its discretion may provide for a special election at an earlier date than the next regular election provided that the date of the special election is at least ninety (90) days after the date that the petition was determined sufficient. Copies of the proposed ordinance will be made available at the polls.
- (3) Withdrawal of petitions. An initiative petition may be withdrawn at any time prior to the fifteenth day preceding the day scheduled for a vote of the City by filing with the City Clerk a request for withdrawal signed by at least four (4) members of the petitioners' committee. Upon the filing of such request, the petition has no further force or effect and all proceedings thereon are terminated.

(f) Results of election. If a majority of the qualified electors voting on a proposed initiative ordinance vote in its favor, the ordinance is considered adopted upon certification of the election results and will be treated in all respects in the same manner as ordinances of the same kind adopted by the City Commission; provided, however, that the same shall not be amended or repealed except by a vote of a supermajority of the Commission. If conflicting ordinances are approved at the same election, the one receiving the greatest number of affirmative votes shall prevail to the extent of such conflict.

Rationale – Section 141

- Original language moved to Sec. 7b.
- Allows for citizens to petition for new ordinances (direct democracy provision)

Section 142 – ~~Reserved~~ Charter amendment and review.

Current Language

- Sec. 142. – Reserved.

Proposed Language.

- (a) This Charter may be amended by either (1) ordinance proposed and adopted by the City Commission or (2) petition proposed and signed by at least 10 percent of the total number of qualified voters registered to vote in the last regular City election; in each case, in accordance with Florida Statute 166.031
- (b) Beginning in 2027, and at least once every eight (8) years thereafter, the City Commission must appoint a Charter Review Committee, of not less than seven (7) members from the City electors to review the City Charter and propose to the City Commission any amendments or revisions, which may be advisable for placement on the election ballot. The City Attorney is responsible for supporting such committee with staff and legal advice.

Rationale – Section 142

- Clarifies for citizens how the Charter can be amended
- Requires regular review of Charter with the City Attorney responsible for overseeing the process

Section 143 - Savings clause.

Current Language

- If any section or part of a section of this Charter proves to be invalid or unconstitutional, the same shall not be held to invalidate or impair the validity, force, or effect of any other section or part of a section of this Charter, unless it clearly appears that such other section or part of a section is wholly or necessarily dependent for its operation upon the section or part of a section so held to be unconstitutional or invalid.

Proposed Language

- If any section or part of a section of this Charter proves to be invalid or unconstitutional, the same ~~shall not be held to~~ does not invalidate or impair the validity, force, or effect of any other section or part of a section of this Charter, unless it clearly appears that such other section or part of a section is wholly or necessarily dependent for its operation upon the section or part of a section so held to be unconstitutional or invalid.

Rationale – Section 143

- Clean up legalese

Section 144 - When this Charter becomes effective.

Current Language

- The foregoing sections of this Charter shall take effect upon their ratification by a majority vote of the qualified electors of the said City of Fernandina Beach voting at a special election to be held in the City of Fernandina Beach

Proposed Language

- The foregoing sections of this Charter shall take effect upon their ratification by a majority vote of the qualified electors of the ~~said~~ City of Fernandina Beach voting at a special or general election to be held in the City of Fernandina Beach.

Rationale – Section 144

- Clean up legalese

Charter "Clean" Version

AS OF October 23, 2020

Section 1. Creation.

The City of Fernandina was first established in 1825, then later abolished and reincorporated in 1921 by the Florida Legislature. The Town of Fernandina Beach was established in 1949 by the Florida Legislature. The City of Fernandina and the Town of Fernandina Beach were consolidated as the City of Fernandina Beach on January 1, 1952 after referendum approval by voters.

Section 2. Reserved.

Section 3. Reserved.

Section 4. Reserved.

Section 5. Reserved.

Section 6. Boundaries.

That the following is the territory the inhabitants of which are hereby established and organized into a municipal corporation, and over which such municipality exercises its jurisdiction and powers in accordance with state law and City ordinances, to wit:

(a) *Original boundaries of the City.* Beginning at a point where the range line between Range Twenty-eight (28) East, and Range Twenty-nine (29) East intersects the southerly boundary of Egan's Creek; thence north, along the said range line, to a point on the low water mark of Cumberland Sound; thence easterly, along the said low water mark of Cumberland Sound, to a point on the low water mark of the Atlantic Ocean; thence southerly, along the said low water mark of the Atlantic Ocean, to a point on the southerly boundary of Section Ten (10), Township Two (2) North, Range Twenty-eight (28) East; thence south eighty-nine degrees fifty-five minutes west (S89°55'W), along the southerly boundary of said Section Ten (10), a distance of five hundred eighty-three (583.0) feet, more or less, to a point at the southwest corner of said Section Ten (10), thence north seven degrees twenty-four minutes east (N7°24'E), along the westerly line of said Section Ten (10), a distance of one thousand seven hundred twenty-eight and three-tenths (1728.3) feet to a point at the northwest corner of said Section Ten (10) and on the south line of Section Eight (8), Township Two (2) North, Range Twenty-eight (28) East, said point being south eighty-five degrees fifty-three minutes west (S85°53'W) a distance of two hundred fifty and fourteen hundredths (250.14) feet from the southeast corner of said Section Eight (8); thence south eighty-five degrees fifty-three minutes west (S85°53'W), along the south line of said Section Eight (8), a distance of one thousand seventy-nine and six-tenths (1079.6) feet to a point; thence south eight degrees eighteen minutes west (S8°18'W) a distance of three thousand one hundred sixty-nine and eighty-eight hundredths (3169.88) feet to a point on the south line of Section Eleven (11), Township Two (2) North, Range Twenty-eight (28) East; thence south eighty degrees twenty-four minutes west (S80°24'W), along the south line of said Section Eleven (11), a distance of five thousand two hundred thirty-eight (5238.0) feet, more or less, to

a point at the southwest corner of said Section Eleven (11); thence in a northerly direction, along the west line of said Section Eleven (11) and the west line of Government Lots Four (4) and Three (3) in Section Six (6), Township Two (2) North, Range Twenty-eight (28) East, a distance of ten thousand seven hundred fifty (10,750.0) feet, more or less, to a point on the north line of said Section Six (6), said point being the southwest corner of Lot Sixty-six (66) of Ocean Breeze Farms Subdivision as recorded in Plat Book Two (2) at page nineteen (19) of the public records of said Nassau County, Florida; thence south eighty-eight degrees twenty-three minutes east ($S88^{\circ}23'E$), along the north line of said Section Six (6), a distance of four hundred nineteen and six-tenths (419.6) feet to a point at the southwest corner of Lot Ninety-nine (99); thence north one degree thirty-seven minutes east ($N1^{\circ}37'E$), along the west line of Lots Ninety-nine (99) and Sixty-five (65), a distance of five hundred eleven and five-tenths (511.5) feet to a point at the northwest corner of said Lot Sixty-five (65); thence south eighty-eight degrees twenty-three minutes east ($S88^{\circ}23'E$), along the north line of Lots Sixty-five (65) and Fifty-two (52), a distance of one thousand three hundred twenty (1320.0) feet to a point at the northeast corner of said Lot Fifty-two (52); thence south one degree thirty-seven minutes west ($S1^{\circ}37'W$), along the east line of Lots Fifty-two (52) and one hundred (100), a distance of five hundred eleven and five-tenths (511.5) feet to a point on the north line of said Section Six (6); thence south eighty-eight degrees twenty-three minutes east ($S88^{\circ}23'E$), along the north line of Sections Six (6) and Seven (7), Township Two (2) North, Range Twenty-eight (28) East, a distance of three thousand ninety-nine and twenty-seven hundredths (3099.27) feet to a point in the center of the south line of Lot One hundred five (105) of Ocean Breeze Farms Subdivision as recorded in Plat Book "O" at page fifty-nine (59) of the public records of said Nassau County, Florida; thence north one degree fifty-four minutes east ($N1^{\circ}54'E$), along the center line of Lot One hundred five (105) and Lot Six (6), a distance of three hundred forty-six and five-tenths (346.5) feet to a point in the center of said Lot Six (6); thence south eighty-eight degrees twenty-three minutes east ($S88^{\circ}23'E$) a distance of three hundred three and twenty-five hundredths (303.25) feet to a point at the center of the west line of Lot Seven (7); thence north one degree thirty-seven minutes east ($N1^{\circ}37'E$), along the west line of Lots Seven (7) and Eight (8), a distance of four hundred ninety-five (495.0) feet to a point at the northwest corner of said Lot Eight (8); thence south eighty-eight degrees twenty-three minutes east ($S88^{\circ}23'E$), along the north line of Lots Eight (8), Nineteen (19), and Twenty-one (21), a distance of one thousand seven hundred ninety (1790.0) feet to a point at the northeast corner of said Lot Twenty-one (21); thence south three degrees eighteen minutes east ($S3^{\circ}18'E$), along the east Lot Twenty-one (21), a distance of seven hundred forty-nine and eleven hundredths (749.11) feet to a point on the north line of said Section Eight (8); thence north eighty-five degrees fifty-three minutes east ($N85^{\circ}53'E$) along the north line of said Section Eight (8), a distance of one thousand six hundred nine and six-tenths (1609.6) feet to a point at the northeast corner of said Section Eight (8); thence northerly, in a straight line through Sections Two (2) and One (1), Township Two (2) North, Range Twenty-eight (28) East, to a point at the northwest corner of Section Six (6), Township Two (2) North, Range Twenty-nine (29) East; thence northerly, along the range line between Ranges Twenty-eight (28) and Twenty-nine (29) East, Township Three (3) North, to a point at the northeast corner of Citrona Lot Twenty-eight (28), according to the official plat of the City of Fernandina Beach (formerly named Fernandina) as lithographed and issued by the Florida Railroad Company in 1857 and enlarged, revised, and reissued by the Florida Town

Improvement Company in 1887 and 1901; thence north eighty-two degrees twenty-eight minutes west (N82°28'W), along the prolongation of the southerly right-of-way line of Lime Street (60'R/W), to the low water mark of Amelia River; thence northerly, along the low water mark of Amelia River, to a point at the mouth of Egan's Creek; thence easterly, along the southerly boundary of Egan's Creek to the point of beginning.

(b) *Additions to City Boundaries.* Pursuant to Florida law, the City is permitted to annex additional properties in accordance with procedures established by state and local laws. The current boundary records are kept in the City Clerk's Office and are available for view upon request.

Section 7. Powers of City generally.

- (a) The City of Fernandina Beach has full power and authority to:
 - (1) Acquire, take, hold, control and dispose of property, real, personal and mixed, both within and without its corporate limits, for the use, benefit, welfare and best interest of the municipality, by acquisition, condemnation or otherwise;
 - (2) Issue and sell bonds upon its property both within and without its corporate limits, or the earnings thereof, or both;
 - (3) Adopt and enforce local police, sanitary and other similar regulations not in conflict with the laws of the state;
 - (4) Do whatever is necessary and proper for the safety, health, convenience and general welfare of its inhabitants;
 - (5) Exercise all other powers of local self-government; and
 - (6) Own and operate all utilities, both within its boundaries, and outside its boundaries, in order to serve the public health, safety and welfare.
- (b) The enumeration of particular powers by this Charter are not exclusive, but are some of the municipal home rule powers provided for by the Florida State Constitution and Laws of Florida, and there are other governmental, corporate and proprietary powers not enumerated in this Charter which may be exercised by the City to conduct municipal government, perform municipal functions and render municipal services (as set forth in Section 166.021, Fla. Stats.).

Section 8. Commission-manager plan (form) of government.

The form of government of the City of Fernandina Beach provided for under this Act is known as the "Commission-Manager Plan," and the Commission consists of five (5) citizens, who are elected at large in the manner provided in this Charter. The Commission constitutes the governing body with powers to pass ordinances, adopt resolutions and appoint a chief administrative officer to be known as the "City Manager," and to exercise all other powers provided in this Charter and under Florida law.

Section 9. Created; election by seats, number; term.

The City Commission prescribes the conduct, method, dates and manner of holding elections by ordinance. In matters on which the conduct of municipal elections can vary from the conduct of state elections, the City Commission may, by ordinance, adopt rules specific to municipal elections. All City elections are non-partisan.

- (a) There is hereby created a City Commission of the City of Fernandina Beach to consist of five (5) seats, elected at large by the qualified voters of the City of Fernandina Beach. The designation of seats is not used or construed to divide the City into Commission districts for purposes of qualification, election, or representation.
- (b) Members serve for a term of four (4) years or until their successors have been elected and take office. Seats 1, 2, and 3 were elected in 2020. Seats 4 and 5 were elected in 2018. Thereafter, all seats are elected every four (4) years for a term of four (4) years.
- (c) If there are no more than two (2) qualified candidates seeking the same seat, then the election for that seat will be held at the general election in conjunction with county, state, and federal elections. If there are more than two (2) qualified candidates seeking the same seat, then an initial election for that seat will be held at the primary election in conjunction with county, state and federal elections (the "Initial Election"). The two (2) candidates at the Initial Election who receive the highest number of votes for a seat will advance with the election for that seat to be held at the general election in conjunction with county, state, and federal elections. For each seat, the candidate receiving the majority vote in the general election is elected for that seat. No candidates can qualify for more than one (1) seat in any initial election or general election in any election year.
- (d) City initial and general elections are held every two (2) years in even numbered years and in conjunction with county, state and federal elections. The City Commission has the authority to call for special elections at any time on dates other than the City initial and general elections.

Section 10. Powers generally; dealing with administrative service through Charter Officers required; penalties for violations.

- (a) The Mayor and Commissioners must not, in any manner, dictate the appointment or removal of any City officers or employees whom a Charter Officer or any of the Charter Officer's subordinates are empowered to appoint, evaluate and supervise. City Commissioners must each complete an annual performance evaluation for each Charter Officer.
- (b) The Mayor and Commissioners deal with administrative service through the respective Charter Officer. The Mayor and Commissioners must not directly interfere with or direct the conduct of any employee in the discharge of prescribed duties. However, with the express permission of the respective Charter Officer, the Mayor and Commissioners may communicate directly with an employee.
- (c) Any violation of the provisions of this section by any member of the City Commission is, upon first offense, grounds for recognition and discussion by the Commission of the violation, any second offense -within a Commissioner's term is grounds for sanction by the City Commission, and a third offense within the same Commissioner's term is grounds for forfeiture of the Commission seat by the offending Commissioner. Prior to forfeiture of a Commission seat, any Commissioner accused of violating this Section is entitled to a public hearing

conducted in accordance with the City's rules of procedure for quasi-judicial hearings as adopted by ordinance.

(d) Investigations or inquiries are conducted pursuant to Section 136 of this Charter.

Section 10A. Referendum required for sale of City-owned recreational facilities and no sale of conservation land.

- (a) A referendum election is required prior to the sale or lease for a period of more than 40 years of "recreational facilities" such as golf courses, swimming pools, and parks.
- (b) For a referendum election under this Section 10A, the City Commission must first adopt an ordinance by unanimous vote of the Commission to put a sale or lease of recreational facilities on a ballot for the voters, and the referendum must then pass by 70% of the voters in that referendum election.
- (c) "Conservation lands", including City-owned lands protected by conservation easements, must not be leased or sold by the City and are held by the City for the benefit of the public in perpetuity.
- (d) "Recreational facilities" and "conservation lands" are each defined in the City's Comprehensive Plan and generally mean lands or places with a Recreation or Conservation designation, respectively, on the City's Future Land Use Map of the City's Comprehensive Plan. Conservation lands may also include lands owned or leased by the City and protected by conservation easements.

Section 10B. Reserved.

Section 11. Qualifications of members; holding of more than one office not permitted; interest in profits of City contracts prohibited; filling vacancies.

- (a) The Commission is the judge of the election and qualification of its own members, subject to review by the courts. Members of the City Commission must be residents of the City and have the qualifications of electors. Officers and employees of the City may not hold more than one office in the City government of the City of Fernandina Beach, and must not be interested in the profits or emoluments of any contract work or service for the municipality, and any such contract in which any member is, or may become, interested must be declared void by the City Commission. City Commissioners are "public officers" under Ch. 112, Florida Statutes (Code of Ethics for Public Officers and Employees) and must abide by all of the ethical standards set forth in these statutes.
- (b) Any member of the City Commission ceasing to possess the foregoing qualifications, including violations of Ch. 112, Florida Statutes (state Code of Ethics), or who has been convicted of a felony is automatically suspended from office until the City Commission conducts a public hearing and issues a ruling regarding forfeiture of the Commissioner's seat. The public hearing must be conducted within ten (10) calendar days of a verified, written complaint or request for hearing submitted to the City Attorney. In addition, any member of the City Commission who misses three (3) regular meetings in a calendar year is automatically suspended from office until the City Commission conducts a hearing as set forth herein and issues a ruling regarding forfeiture of the Commissioner's seat. A hearing conducted pursuant to this Section must be conducted in accordance with the City's rules of procedure for quasi-judicial hearings, as adopted by resolution or ordinance.
- (c) Any vacancy in the City Commission must be filled until the next regular municipal election by vote of the remaining members of the City Commission; provided, that if such vacancy is not filled within thirty (30) days after it has occurred, appointment to fill the existing vacancy will be made by the Governor. Vacancies resulting from a recall election shall be filled as required by state law.

Section 12. Salary of members.

The Mayor and City Commissioners receive a salary as established by appropriate City ordinance.

Section 13. Limitation on successive terms in office.

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

Section 14. Reserved.**Section 15. Reserved.****Section 16. Mayor – When elected; procedure; term.**

- (a) The Mayor of the City will be elected by the voters by placement on the ballot as authorized in subsection (b) below and by receiving the highest number of votes for Mayor with such election to be held in conjunction with the regular election held for the purpose of electing City Commissioners.
- (b) Candidates for the mayoral election must consist of incumbent Commissioners who are not subject to reelection to the City Commission at that same election. Any eligible candidate wishing to be considered for the position of Mayor must request in writing, no later than the City Commission's deadline for qualifying for running for City Commission in the City general election, to be placed on the ballot.
- (c) The mayoral candidate on the ballot with the second highest number of votes in the mayoral election must be appointed to the Vice-Mayor position.
- (d) On the occasion that only one incumbent City Commissioner should choose to be on the mayoral ballot, there is no need for the mayoral election, and the one mayoral candidate must be appointed to the position of Mayor at the City Commission's annual organizational meeting. The City Commission may choose any City Commissioner not appointed as the Mayor to be the Vice-Mayor, including newly-elected Commissioners. If no incumbent City Commissioner chooses to be on the mayoral ballot, the City Commission must vote to appoint one of the Commissioners to serve as Mayor and one Commissioner to serve as Vice-Mayor, and newly-elected Commissioners may be considered.
- (e) The Mayor and Vice-Mayor each serve a term of two (2) years to coincide with the municipal general election.
- (f) The existing Mayor and Vice-Mayor will serve until the organizational meeting following the next regular general election held by the City.

Section 17. Functions and powers of the Mayor.

The powers and duties of the Mayor are set forth in this Charter.

- (a) The Mayor has a voice and a vote in the proceedings of the Commission but no veto power;
- (b) The Mayor does not exercise any administrative power, unless specifically set forth in this Charter;
- (c) The Mayor presides at all meetings of the Commission and performs such other duties consistent with the office, including but not limited to ensuring that every Commissioner completes an annual performance evaluation for each Charter Officer. The Mayor may use the title of Mayor in the execution of legal instruments or when required by the general or special laws of the state; and

- (d) The Mayor is the official head of the City for the purpose of serving civil processes and for all ceremonial purposes.

Section 18. Reserved.

Section 19. Reserved.

Section 20. Reserved.

Section 21. Adoption and enactment of municipal ordinances and resolutions; quorum for City Commission.

- (a) The adoption of ordinances and resolutions must be in compliance with Section 166.041, Florida Statutes, or such other section in Florida Statutes pertaining to the adoption of municipal ordinances or resolutions, as the same may be amended from time to time.
- (b) A majority of the members of the City Commission constitutes a quorum. An affirmative vote of at least three City Commissioners is necessary to enact any ordinance or resolution; except that a supermajority of the City Commission is required to enact an emergency ordinance. In case of a serious medical condition, as provided by Florida law, a Commissioner may be permitted to vote in real time by communication media technology instead of being physically present. On final passage, the vote of each member of the City Commission voting must be entered on the official record of the meeting. All ordinances or resolutions passed by the City Commission become effective ten (10) days after passage or as otherwise provided therein.
- (c) Every ordinance or resolution shall, upon its final passage, be recorded in a book kept for that purpose and must be signed by the presiding officer and the City Clerk.

Section 22. Boards

The City Commission may at any time appoint an advisory board or committee, on a standing or ad hoc basis, composed of residents of the City of Fernandina Beach qualified to act in an advisory capacity to the City Commission or the City Manager, with respect to the conduct and management of any property or institutions or the exercises of any public functions of the City. The members of any such board or committee serve without compensation for the time fixed in their appointment or at the pleasure of the Commission, and their duties are to consult and advise with municipal officers and make written recommendations, which then become part of the records of the City.

Section 23. Reserved.

Section 24. Reserved.

Section 25. City Manager appointment; tenure; tenure of office; qualifications.

The City Commission must appoint a City Manager who is the administrative head of the municipal government under the direction and supervision of the City Commission and holds office at the pleasure of the City Commission. The City Manager must be chosen solely on the basis of executive and administrative qualifications without regard to political belief, and need not be a resident of the City or state at the time of appointment; however, not later than 90 days after executing the Oath of Office, the City Manager must become a resident of the City. The City Manager must have prior management experience, and the Commission must consider more than one (1) qualified candidate for City Manager. The City Manager must be a member in good standing of a professional organization such as the International City/County Management Association prior to appointment or within six (6) months after appointment. The City Commission will establish an appropriate contract for the City Manager, which contains the employment conditions, compensation, benefits and such other terms as may be appropriate. The City Manager may also be deemed to be a regular employee of the City, and the

employment conditions, compensation, benefits and other terms may be set by the City Commission through ordinance, resolution or policy.

Section 26. Reserved.

Section 27. Reserved.

Section 28. Reserved.

Section 29. Powers and duties enumerated.

The City Manager is responsible to the City Commission for the proper administration of all affairs of the City, and to that end has the following powers and duties:

- (a) To see that the laws and ordinances are enforced;
- (b) Except as hereinafter specifically provided, to appoint and remove all subordinate officers and employees of the City; all appointments to be made upon merit and fitness alone;
- (c) To exercise control and direct supervision over all departments and divisions of the municipal government under this Charter, or which may hereafter be created by the City Commission, including setting the compensation for officers and employees;
- (d) To see that all terms and conditions imposed in favor of the City or its inhabitants in any contract are faithfully kept and performed; and upon knowledge of any violation thereof, to call the same to the attention of the City Attorney, whose duty it is hereby made to take such legal steps as may be necessary to enforce the same;
- (e) To attend all meetings of the City Commission, and of its committees, with right to take part in the discussions, but without having a vote;
- (f) To recommend to the Commission for adoption such measures as deemed necessary or expedient in the interests of the City;
- (g) To keep the City Commission fully advised as to the financial condition and needs of the City and to submit for its consideration an annual budget and five-year capital improvement plan;
- (h) To be responsible for the procurement, sale of surplus, management, payment, and contract compliance for all supplies, services, and construction contracts, including any Federal, State, or other grant funded activity, at the direction of the City Commission and in accordance with all applicable City, State, or Federal laws and regulations; and
- (i) To designate a City Manager pro tem to be approved by the City Commission to serve in case of absence or disability of the City Manager.

Section 30. Salaries and compensation.

The City Manager fixes the number and compensation of all other officers and employees. The salaries or compensation must be uniform for like services in each grade of the City service, as the same will be graded or classified by the City Manager, and approved by the City Commission. All salaries and rates of pay, with dates of employment and discharge, must be immediately reported to the City Clerk. All fees and money received or collected by officers and employees must be immediately paid over to the City Comptroller on the date of their receipt.

Section 31. City Attorney tenure of office; qualifications; appointment and duties; attorney pro tem.

(a) The City Commission must appoint a City Attorney, who acts as the legal advisor to and attorney and counselor for the municipality and all of its officers in matters relating to their official duties. The City Attorney serves under the direction and supervision of the City Commission and holds office at the pleasure of the City Commission. The City Attorney must be chosen on the basis of legal and administrative qualifications. The City Commission must establish an appropriate contract for the City Attorney, which contains the employment conditions, compensation, benefits and such other terms as may be appropriate. During the absence or disability of the City Attorney, the City Commission must designate a properly qualified person to temporarily execute the functions of the office. The City

Attorney must be a lawyer admitted to and having authority to practice in all courts of the state, including circuit and district appellate courts of Florida. The City Attorney must also be admitted to practice in the federal Middle District of Florida court and the 11th Circuit Appeals court or be admitted within six months of taking the Oath of Office. It is preferred that the City Attorney be board certified in City, County and Local Government Law by the Florida Bar Association.

(b) The City Commission must establish an appropriate contract for the City Attorney, which contains the employment conditions, compensation, benefits and such other terms as may be appropriate. During the absence or disability of the City Attorney, the City Commission must designate a properly qualified person to temporarily execute the functions of the office.

(c) Powers and duties enumerated. The City Attorney is responsible to the City Commission for the proper administration of all affairs of the City assigned to the office of the City Attorney and to that end, the City Attorney's duties and powers are the following:

- 1) Prepare all contracts, bonds and other instruments in writing in which the municipality is concerned, and endorses on each the City Attorney's approval;
- 2) Take such action required to avoid default judgment against the City in any litigation and must obtain authorization by resolution to prosecute and defend all causes of action, lawsuits and claims in which the City is a party. The City Attorney must review with the City Commission at the next regular meeting when any action to avoid default has been taken by the City Attorney;
- 3) Provide opinions of law relating to the activities of the City, the City Commission, the City Manager and City Clerk, upon request; and the direct employees of the City Attorney in the office of the City Attorney report to the City Attorney. The City Attorney has the authority to hire, direct, promote and terminate the employees in the City Attorney's Office, notwithstanding Section 29(b) herein; and
- 4) For the purpose of serving during the absence or disability of the City Attorney, the City Attorney must propose a list of qualified attorneys for approval by the City Commission from which the City Commission may choose a City Attorney pro tem.

Section 32. Reserved.

Section 33. Reserved.

Section 34. Reserved.

Section 35. Reserved.

Section 36. Reserved.

Section 37. Reserved.

Section 38. Reserved.

Section 39. Reserved.

Section 40. Reserved.

Section 41. Police department – Composition; authority of chief.

The police department of the City of Fernandina Beach consists of a chief of police and as many subordinate officers, and employees as the City Commission determines by ordinance. The chief of police has exclusive control of the stationing and transfer of all officers and employees constituting the

police department, subject to the approval of the City Manager and under such rules and regulations as the City Commission may prescribe or as may be prescribed by the ordinances of the City. In case of riot, conflagration or like emergency, the City Manager may appoint additional police personnel for temporary service. A referendum election is required prior to the City dissolving the police department of the City or contracting out law enforcement services to another agency.

Section 42. Reserved.

Section 43. Reserved.

Section 44. Fire department; composition; authority of chief.

The fire department of the City consists of a chief and as many subordinate officers, firefighter/rescue personnel and employees as the City Commission, by ordinance, determines. The fire chief has exclusive control of the stationing and transfer of all firefighter/rescue personnel and other officers and employees of the fire department subject to such rules and regulations as may be prescribed by the City Manager or by ordinance of the City; the fire chief has exclusive management and control of such officers and employees as may be employed in the administration of the affairs of the force. In case of riot, conflagration or like emergency, the City Manager may appoint additional firefighter/rescue personnel for temporary service. A referendum election is required prior to the City dissolving the fire department of the City or contracting out fire/rescue services to another agency.

Section 45. Reserved.

Section 46. Reserved.

Section 47. City Clerk appointment and qualifications; powers and duties enumerated; and City Clerk pro tem.

(a) The City Commission must appoint a City Clerk, who serves under the direction and supervision of the City Commission and holds office at the pleasure of the City Commission. The City Clerk must be chosen on the basis of administrative qualifications. The City Clerk must be a member in good standing of a professional organization such as the Florida Association of City Clerks. The City Commission must establish an appropriate contract for the City Clerk, which contains the employment conditions, compensation, benefits and such other terms as may be appropriate.

(b) The City Clerk is responsible to the City Commission for proper administration of all affairs of the City assigned to the office of the City Clerk and to that end, the City Clerk's duties and powers are the following:

- 1) Attend all meetings of the City Commission and keep a journal of its proceedings, the correctness of which proceedings as entered in such journal must be certified to after each meeting by the signature of the City Clerk and by the signature of the presiding officer of the City Commission. Additionally, a journal must be maintained of the proceedings of all boards and committees required by the City Commission;
- 2) Is the custodian of the seal of the City;
- 3) Conduct municipal elections exercising authority not reserved to county constitutional officers; however all such authority and responsibility to conduct municipal elections, either special or general municipal elections, may be contracted out to the Nassau County Supervisor of Elections, as determined by the City Commission from time to time;
- 4) Countersign all checks and review outgoing checks to determine compliance with the City's established Purchasing Policy and Procedures;
- 5) Serve as legal custodian of all City records including but not limited to, all contracts, deeds, abstracts, title insurance policies and other official documents;
- 6) Authenticate all ordinances, resolutions and transcripts of legislative functions;

- 7) Publish all public notices required by the City Commission or by law;
- 8) Prepare all awards, proclamations, certificates and other formal Documentation by the City Commission;
- 9) Notify the City Commission of all vacancies on boards or committees established by the City Commission;
- 10) File all liens, satisfactions and releases as authorized by the Mayor or City Manager;
- 11) Serve as notary public on behalf of the City and attest all City documents as required;
- 12) The direct employees of the City Clerk in the office of the City Clerk report to the City Clerk. The City Clerk has the authority to hire, direct, promote and terminate the employees in the City Clerk's office, notwithstanding Section 29(b) herein;
- 13) Maintain City records of annexations and the official City boundaries, as they may be amended from time to time; and
- 14) For the purpose of serving during the absence or disability of the City Clerk, a City Clerk pro tem must be proposed for approval by the City Commission.

Section 48. Reserved.

Section 49. Reserved.

Section 50. Reserved.

Section 51. Reserved.

Section 52. Reserved.

Section 53. Reserved.

Section 54. Reserved.

Section 55. Reserved.

Section 56. Reserved.

Section 57. Reserved.

Section 58. Department of Finance established.

There is established a department of Finance, which is headed by a City Comptroller, under the supervision of the City Manager. The City Comptroller must be a Certified Public Accountant (CPA) or have the same training and qualifications as a CPA. The Comptroller must be a member in good standing of the Florida Government Finance Officers Association within six (6) months of starting employment with the City. The City Comptroller is the custodian of all funds of the City and keeps, preserves, reconciles, records, invests and deposits all funds of whatever kind in a legally authorized manner in accordance with the guidelines of the Governmental Accounting Standards Board, as established by the State of Florida and any established policies and procedures of the City.

Section 59. Liability Insurance.

The City Comptroller must have professional liability to protect the City.

Section 60. Collection of interest on investments or deposits.

All money due as interest upon investments or deposits is collected by the City Comptroller and placed to the credit of the City, and any and all bonds and securities taken for investments and deposits are held by the City Comptroller for safe keeping for the benefit of the City. The Comptroller must propose sound, written investment policies which are approved by the City Commission.

Section 61. Reserved.

Section 62. Payment of money; procedure.

The City Comptroller issues checks to be paid from City funds only in accordance with established procedures, which procedures must be reviewed and approved by the City Manager and City Commission. The checks of the City may carry electronic signatures. In a declared emergency, the persons authorized to sign on behalf of the City must be established by resolution.

Section 63. Reserved.

Section 64. Financial Report; submission to Commission monthly.

At a regular City Commission meeting, the City Comptroller will submit monthly to the City Commission through the City Manager, a detailed report of the financial status of the City funds. The City Comptroller, or designee, will also attend the meeting to provide the necessary interpretation of the submitted financial data or to respond to the financial questions generated by the Commission. In addition, the City Comptroller must schedule an annual financial audit of accounts and records by an independent certified public accountant in accordance with state law.

Section 65. Reserved.

Section 66. Reserved.

Section 67. Reserved.

Section 68. Reserved.

Section 69. Reserved.

Section 70. Reserved.

Section 71. Annual estimate of expenditures and revenues for forthcoming year; submission to City Commission by City Manager.

- a) In accordance with Section 29(g), the City Manager sets forth an estimate of the expenditures and revenues of the City for the upcoming fiscal year. The estimate of expenditures and revenues must be submitted in compliance with the procedures set forth in the laws of Florida.
- b) The estimates, budget and 5-year capital improvement plan constituting the recommendation of the City Manager as to the amounts necessary to be appropriated for the ensuing fiscal year must be supported with information giving the reasons therefore in such detail as may be necessary to afford the City Commission a comprehensive understanding of the needs and requirements of the various departments and divisions of the City government for the ensuing fiscal year.

Section 72. Reserved.

Section 73. Reserved.

Section 74. Transfer of funds.

Upon request of the City Manager, the City Commission may authorize a budget amendment or budget transfer by resolution. The City Manager is authorized to transfer funds within the same department or division in such maximum amounts as established by ordinance or resolution from time to time;

provided, however, this authorization does not extend to any funds received for or maintained in the Fernandina Beach Land Conservation Trust Fund.

Section 75. Limitation on appropriations.

At the close of each fiscal year the unencumbered balance of each appropriation reverts to the respective fund from which it was appropriated and is subject to future appropriation. Any accruing revenue of the City not appropriated and any balance at any time remaining after the purpose of the appropriation has been satisfied or abandoned may from time to time be appropriated by the City Commission to such use as will not conflict with any uses for which specifically such revenues accrued. No money may be drawn from the treasury of the City, nor any obligation for the expenditure of the money be incurred, except pursuant to the appropriation made by the City Commission. No funds received for or maintained in the Fernandina Beach Land Conservation Trust Fund may be appropriated for or applied to any expenditure for any purpose other than those set forth in the Fernandina Beach Land Conservation Program.

Section 76. Reserved.

Section 77. Reserved.

Section 78. Reserved.

Section 79. Fees.

- (a) Pursuant to the laws of the State of Florida, the City may levy reasonable business, professional, and occupational regulatory fees commensurate with the cost of the regulatory activity, including consumer protection, on such classes of businesses, professions, and occupations, the regulation of which has not been preempted by the state or a county pursuant to a county charter.
- (b) Pursuant to and in compliance with the laws of the State of Florida, the City may impose, by taxation and licenses or by user charges or fees authorized by ordinance, amounts of money which are necessary for the conduct of municipal government and may enforce their receipt and collection in the manner prescribed by law.

Section 80. Reserved.

Section 81. Comptroller Certification of funds for contracts, obligations, etc.

The Comptroller must certify to the City and the City Commission that money to be expended for an obligation, such as a contract, is contained in the City account from which it is to be drawn and not appropriated for any other purpose prior to any action being taken by the City Commission or any City employee that commits the City to incur the obligation.

Section 82-107. Reserved.

Section 107A. Reserved.

Section 108-119. Reserved.

Section 120. Reserved.

Section 121. Oath of office.

Every officer and employee of the City must, before entering upon the duties of employment or office, take and subscribe to an oath or affirmation to be filed and kept in the office of the City Clerk, which must be in compliance with state law and at a minimum be in the following form:

“I, _____, a citizen of the State of Florida and of the United States of America, and being employed by or an officer of the City of Fernandina Beach and a recipient of public funds as such employee or officer, do hereby solemnly swear or affirm that I will support the Constitutions of the United States and of the State of Florida, and I will in all respects observe and implement the laws of the State of Florida and the laws, and policies of the City of Fernandina Beach, including without limitation, the City’s Comprehensive Plan and the standards of conduct prescribed by the Florida Code of Ethics for Public Officers and Employees. I further promise to fairly and honestly use my position to support the best interests of the citizens of Fernandina Beach.”

Section 122. Reserved.

Section 123. Reserved.

Section 123A. Reserved.

Section 124. Reserved.

Section 125. Reserved.

Section 125A-135. Reserved.

Section 136. Administrative investigations.

- (a) The City Commission may by majority vote authorize investigations by resolution. The City Commission, Charter Officers and members of City Commission appointed boards, have the power at any time to cause the affairs of any department or the conduct of any officer or employee to be investigated. For such purpose each has the power to compel the attendance of witnesses and the production of books, papers, and other evidence; and may issue subpoenas or attachments which must be signed by the Mayor or the City Manager and must be served by any officer authorized by law to serve such process.
- (b) The authority making such investigation has the power to cause the testimony to be given under oath, such oath to be administered by some officer having authority under the law of the state to administer oaths. The authority has the power to punish as for contempt any person refusing to testify to any fact within their knowledge, or produce any book or papers under their control relating to the matter under investigation.
- (c) Nothing in this section should be construed to limit the Charter Officers' ability to inquire into matters under their respective areas of responsibility.

Section 137. Dedication of streets.

No street or alley hereinafter dedicated to public use by the owner of any land within the City will be deemed a public street or alley, under the care or control of the City, unless the dedication be accepted and confirmed by ordinance or resolution passed for such purpose.

Section 138-140. Reserved.

Section 141. Initiatives.

- (a) *Power to propose initiatives.* The registered voters of the City have the power to propose ordinances (which can include amending existing ordinances) to the City Commission provided that such power

does not extend to the budget or capital program or any ordinance relating to appropriation of money, levy of taxes or salaries of city officers or employees. If the City Commission fails to adopt the proposed ordinance without any change in substance, the voters have the power to adopt or reject it at a City election.

(b) *Commencement of proceedings.* Any five (5) registered voters may commence an initiative proceeding by filing an affidavit with the City Clerk stating they will constitute the petitioners' committee and be responsible for circulating the petition and filing it in proper form, stating their names and addresses and specifying the address to which all notices to the committee are to be sent, and setting out in full the proposed initiative ordinance to be voted upon. Promptly after the affidavit of the petitioners' committee is filed, the City Clerk will, at the committee's request and expense, issue the appropriate petition blanks to the petitioners' committee.

(c) *Petitions.*

(1) *Number of signatures.* Initiative petitions must be signed by registered voters of the City equal in number to at least ten (10) percent of the total number of qualified voters registered to vote in the last regular City election.

(2) *Form and content.* All papers of a petition must be uniform in size and style and assembled as one instrument for filing. Each signature must be executed by hand in ink or indelible pencil and shall be followed by the address of the person signing. Petitions must contain or have attached thereto throughout their circulation, the full text of the ordinance being proposed.

(3) *Affidavit of circulator.* When filed, each paper of a petition must have attached to it an affidavit executed by its circulator stating that the circulator personally circulated the paper, giving the number of signatures thereon, and stating that all the signatures were affixed in the circulator's presence, that the circulator believes them to be genuine signatures of the persons whose names they purport to be, and that each signer had an opportunity before signing to read the full text of the ordinance being proposed.

(d) *Procedure after filing.*

(1) *Certificate of City Clerk; amendment.* Within twenty (20) days after the petition is filed, the City Clerk will complete a certificate as to its sufficiency, specifying, if it is insufficient, the particulars wherein it is defective and promptly send a copy of the certificate to the petitioners' committee by registered mail. The only grounds for insufficiency are failure to comply with subsection (c) of this section. A petition certified insufficient for lack of the required number of valid signatures may be amended once if the petitioners' committee files a notice of intention to amend it with the City Clerk within two (2) days after receiving the copy of the City Clerk's certificate and files a supplementary petition with additional signatures within ten (10) days after receiving the copy of such certificate. The supplementary petition must comply with the requirements of paragraphs (2) and (3) of subsection (c) above and within five (5) days after it is filed, the City Clerk will complete a certificate as to the sufficiency of the petition as amended and promptly send a copy of such certificate to the petitioners' committee by registered mail as in the case of an original petition. If a petition or amended petition is certified sufficient, or if a petition or amended petition is certified insufficient and the petitioners' committee does not elect to amend or request City Commission review under paragraph (2) below within the time required, the City Clerk will promptly present their certificate to the City Commission and the certificate will then be a final determination as to the sufficiency of the petition. The City Clerk will be paid by the petitioners' committee any amount charged by the Nassau County Supervisor of Elections for verification of the names on the petition.

(2) *Commission review.* If a petition has been certified insufficient and the petitioners' committee does not file notice of intention to amend it, or if an amended petition has been certified insufficient, the

committee may, within two (2) days after receiving the copy of such certificate, file a request that it be reviewed by the City Commission. The City Commission will review the certificate at its next meeting following the filing of such request and approve or disapprove it, and the City Commission's determination is then the final determination as to the sufficiency of the petition.

(3) *Court review; new petition.* A final determination as to the sufficiency of a petition will be subject to court review. A final determination of insufficiency, even if sustained upon court review, does not prejudice the filing of a new petition for the same purpose.

(e) *Action on petitions.*

1) *Action by Commission.* When an initiative petition has been finally determined sufficient, the City Commission will promptly consider the proposed initiative ordinance. If the City Commission fails to adopt a proposed initiative ordinance without any change in substance within sixty (60) days after the date the petition was determined sufficient, the Commission will submit the proposed ordinance to the voters of the City.

2) *Submission to voters.* The vote by the electorate of a proposed ordinance will be held at the next regular City election, but not less than ninety (90) days from the date that the petition was determined sufficient. The City Commission in its discretion may provide for a special election at an earlier date than the next regular election provided that the date of the special election is at least ninety (90) days after the date that the petition was determined sufficient. Copies of the proposed ordinance will be made available at the polls.

3) *Withdrawal of petitions.* An initiative petition may be withdrawn at any time prior to the fifteenth day preceding the day scheduled for a vote of the City by filing with the City Clerk a request for withdrawal signed by at least four (4) members of the petitioners' committee. Upon the filing of such request, the petition has no further force or effect and all proceedings thereon are terminated.

(f) *Results of election.* If a majority of the qualified electors voting on a proposed initiative ordinance vote in its favor, the ordinance is considered adopted upon certification of the election results and will be treated in all respects in the same manner as ordinances of the same kind adopted by the City Commission; provided, however, that the same shall not be amended or repealed except by a vote of a supermajority of the Commission. If conflicting ordinances are approved at the same election, the one receiving the greatest number of affirmative votes shall prevail to the extent of such conflict.

Section 142. Charter amendment and review.

- (a) This Charter may be amended by either (1) ordinance proposed and adopted by the City Commission or (2) petition proposed and signed by at least 10 percent of the total number of qualified voters registered to vote in the last regular City election; in each case, in accordance with Florida Statute 166.031
- (b) Beginning in 2027, and at least once every eight (8) years thereafter, the City Commission must appoint a Charter Review Committee, of not less than seven (7) members from the City electors to review the City Charter and propose to the City Commission any amendments or revisions, which may be advisable for placement on the election ballot. The City Attorney is responsible for supporting such committee with staff and legal advice.

Section 143. Savings clause.

If any section or part of a section of this Charter proves to be invalid or unconstitutional, the same does not invalidate or impair the validity, force, or effect of any other section or part of a section of this Charter, unless it clearly appears that such other section or part of a section is wholly or necessarily

dependent for its operation upon the section or part of a section so held to be unconstitutional or invalid.

Section 144. When this Charter becomes effective.

The foregoing sections of this Charter shall take effect upon their ratification by a majority vote of the qualified electors of the City of Fernandina Beach voting at a special or general election to be held in the City of Fernandina Beach.

NOTICE OF PUBLIC HEARING
CITY COMMISSION
CITY OF FERNANDINA BEACH

NOTICE IS HEREBY GIVEN that a Public Hearing is scheduled for Tuesday, July 21 2020, at 6:00 PM in the City Commission Chambers, 204 Ash Street Fernandina Beach, Florida to consider the following application:

ORDINANCE 2020-21

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, SUBMITTING TO THE CITY ELECTORS PROPOSED AMENDMENTS TO THE CHARTER; AMENDING SECTION 1 TO REFLECT ACCURATE HISTORY OF THE CREATION OF THE CITY OF FERNANDINA BEACH; AMENDING SECTION 9 TO CHANGE "GROUP" TO "SEAT" FOR CITY COMMISSIONERS FOR CLARITY; AMENDING SECTION 10 TO REQUIRE CITY COMMISSIONERS TO COMPLETE PERFORMANCE EVALUATIONS FOR CHARTER OFFICERS ANNUALLY AND TO INCLUDE PENALTIES FOR COMMISSIONERS INTERFERING WITH ADMINISTRATIVE SERVICE; AMENDING SECTION 10A TO PROVIDE THAT CONSERVATION LANDS CAN NEVER BE SOLD OR LEASED BY THE CITY AND TO PROVIDE THAT RECREATION LANDS CAN ONLY BE SOLD OR LEASED FOR FORTY YEARS OR MORE WITH UNANIMOUS VOTE OF COMMISSION AND 70% OF VOTERS APPROVAL AT REFERENDUM ELECTION; AMENDING SECTION 11 BY INCORPORATING SECTIONS 14, 15 AND 20 REGARDING QUALIFICATIONS OF CITY COMMISSIONERS, ABSENCES AND VACANCIES, ADDRESSING CODE OF ETHICS IN STATE LAW FOR COMMISSIONERS AND PROVIDING DUE PROCESS PRIOR TO FORFEITURE OF COMMISSION SEAT; REPEALING SECTIONS 14, 15 AND 20 BY INCORPORATING THESE SECTIONS INTO SECTION 11; AMENDING SECTION 16 BY CHANGING STRAW BALLOT VOTE OF THE PEOPLE FOR MAYOR TO BINDING VOTE OF THE PEOPLE FOR MAYOR, REQUIRING THAT MAYORAL CANDIDATE WITH SECOND HIGHEST VOTES BE ELECTED AS VICE MAYOR; AMENDING SECTION 17 BY MAKING MAYOR RESPONSIBLE FOR COMPLETION OF CHARTER OFFICER EVALUATIONS BY COMMISSIONERS; AMENDING SECTION 21 BY INCLUDING A PROVISION TO ALLOW COMMISSIONERS TO ATTEND COMMISSION MEETINGS USING COMMUNICATION TECHNOLOGY DUE TO A SERIOUS MEDICAL CONDITION IN COMPLIANCE WITH STATE LAW; AMENDING SECTION 25 BY INCLUDING MINIMUM PROFESSIONAL QUALIFICATIONS FOR CITY MANAGER, INCREASING THE TIME FOR NEW CITY MANAGER TO BECOME CITY RESIDENT FROM THIRTY TO NINETY DAYS AND REQUIRING DESIGNATION OF CITY MANAGER PRO TEM; AMENDING SECTION 136 ALLOWING COMMISSION TO AUTHORIZE INVESTIGATIONS BY MAJORITY VOTE AND CLARIFYING THAT CITY COMMISSIONERS, CHARTER OFFICERS AND MEMBERS OF APPOINTED CITY BOARDS HAVE THE POWER TO INVESTIGATE A DEPARTMENT, OFFICER OR EMPLOYEE; AMENDING RESERVED SECTION 142 TO REQUIRE THE CHARTER TO BE REVIEWED EVERY SEVEN YEARS BY A CHARTER REVIEW COMMITTEE MADE UP OF CITY RESIDENTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Interested parties may appear at said hearing and be heard as to the advisability of any action, which may be considered. Any persons with disabilities requiring accommodations in order to participate in this program or activity should contact 310-3115, TTY/TDD 711 or through the Florida Relay Service at 1-800-955-8771 at least 24 hours in advance to request such accommodation.

IF ANY PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE BOARD/COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH HEARING, S/HE WILL NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

For information, please contact the Staff of the City Clerk's Office, 204 Ash Street, between the hours of 8:00 AM – 5:00 PM, Monday through Friday, (904) 310-3115.

Note:

Please run as a DISPLAY in the July 8, 2020 edition of the News Leader.

Please send proof of publication to:

City Clerk's Office

City Hall, 204 Ash Street

Fernandina Beach, FL 32034

904-310-3115

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Board Appointment
Parks and Recreation Advisory Committee

ITEM TYPE: Board Appointment

REQUESTED ACTION: Approve appointments.

SYNOPSIS: In accordance with City of Fernandina Beach Charter Section 69, the City Commission may at any time, appoint a fact-finding or advisory board or boards, comprised of residents of the City of Fernandina Beach qualified to act in an advisory capacity to the City Commission. Members of any such board shall serve without compensation for the time fixed in their appointment or at the pleasure of the City Commission.

The Parks and Recreation Advisory Committee (PRAC) has two Regular Member vacancies. The City Clerk's Office is in receipt of two Advisory Board/Committee applications from Mr. Samuel Roberts and Mr. William Norris. PRAC reviewed the applications at their October 14, 2020 Regular Meeting and recommend the appointments.

Pursuant to City Charter Section 69, Mr. Roberts and Mr. Norris reside within the jurisdictional boundaries of the incorporated City limits.

PRAC Regular Member Ms. Faith Ross's term will expire December 2020. Ms. Ross submitted a request for reappointment to serve an additional three-year term ending December 2023.

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission appoint Mr. Samuel Roberts and Mr. William Norris to three-year terms to expire December 2023.

I further recommend that the City Commission reappoint Ms. Faith Ross to a three-year term to expire December 2023.

Nan Voit, Parks & Recreation Director	10/21/2020
Caroline Best, City Clerk	10/27/2020
Dale L. Martin, City Manager	10/28/2020

Date: October 16, 2020

Submitted By: Kim Briley, Deputy City Clerk

COMMISSION ACTION: Approve

Kim Briley

From: noreply@civicplus.com
Sent: Thursday, September 24, 2020 11:52 AM
To: Caroline Best; Kim Briley
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	William B Norris jr
Home Mailing Street Address	2036B Nature's Bend Drive
City	Fernandina Beach
Zip Code	32034
Primary Phone	7705844044
Secondary Phone	<i>Field not completed.</i>

Please note that board materials are distributed electronically.

Email to receive board materials	wbnorrisjr@gmail.com
Employer	Retired
Position Title	<i>Field not completed.</i>
Business Address	P.O. Box 15953
City	Fernandina Beach
Zip	32034

Parks & Recreation Advisory Committee

Select the advisory board/committee you are applying for:

Additional board that you are applying for: None

Why are you interested in serving on this Board? Please explain. Interested in maintaining the quality of recreational activities and facilities available on the island.

Eligibility

Are you a resident of the City? Yes

Length of time: One year. Owned home on island (County) since 2006.

Do you hold a public office? No

Office name: Field not completed.

Are you employed by the City? No

Position: Field not completed.

Are you currently serving on a Board? No

Board Name: Field not completed.

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

If yes, please provide details: Field not completed.

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):

Chairman Spalding County Tax Assessors, Spalding County Georgia four years. President of the Georgia Self Storage Assn. one year, Board member 10 years. Griffin Historical Society 7 years. President of Griffin Daybreak Rotary. Exalted Ruler Griffin Elks Lodge 1207 one year.

Qualifications:

Please list any specific qualifications, education or experience that would directly relate to the Board for which you are being recommended:

Accountant, CFO Real Estate Development companies, Commercial Contractor, Business Owner, active in several recreational groups on island.

Organization or Commissioner sponsoring nomination (if applicable):

Chip Ross

Educational Background:
(Check all that apply)

BS/A

Other:

Field not completed.

Major areas of study:

Business Accounting

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	9/24/2020
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Applicant's Signature	WB Norris Jr
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Email not displaying correctly? [View it in your browser.](#)

Kim Briley

From: noreply@civicplus.com
Sent: Saturday, September 26, 2020 1:18 AM
To: Caroline Best; Kim Briley
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	Samuel Roberts
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Home Mailing Street Address	1339 Date St
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City	Fernandina Beach
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Zip Code	32034
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Primary Phone	9043127554
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Secondary Phone	<i>Field not completed.</i>
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Please note that board materials are distributed electronically.

Email to receive board materials	samuel.m.roberts1@gmail.com
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Employer	Military
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Position Title	<i>Field not completed.</i>
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Business Address	N/A
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City	<i>Field not completed.</i>
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Zip	<i>Field not completed.</i>
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Parks & Recreation Advisory Committee

Select the advisory board/committee you are applying for:

Additional board that you are applying for: None

Why are you interested in serving on this Board? Please explain. I'm looking for a volunteer opportunity to serve the community. Our family has benefited from using the town parks and recreation programs since we moved here and I would like to pay it forward. We have moved all over the world and now finally have found a place to call home, so I would like to establish some roots in the community and do what I can to make it better for everyone.

Eligibility

Are you a resident of the City? Yes

Length of time: 2 years

Do you hold a public office? No

Office name: Field not completed.

Are you employed by the City? No

Position: Field not completed.

Are you currently serving on a Board? No

Board Name: Field not completed.

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):

This would be my first opportunity to volunteer with a local government.

Qualifications:

Please list any specific qualifications, education or experience that would directly relate to the Board for which you are being recommended:

I've been in the military for 16 years. Because I am still currently in the military, any association with local government must be 100% voluntary, have no monetary benefits of any kind, have no political affiliation, and never leverage my current military service in any way. I'm not able to advertise my specific qualifications/experience as they are all military related, but in general I have a lot of experience leading planning efforts. I have also been a volunteer soccer coach for my son's soccer team on Amelia Island. I have a B.S. in Industrial and Engineering Management, a M.A. in National Security and Strategic Studies, and a M.S. in Systems Engineering. I am fully capable of completing all the advisory committee requirements and attending all meetings. Sorry that I have to be so vague regarding experience, but please let me know if you have any questions!

Organization or Commissioner sponsoring nomination (if applicable):

Field not completed.

Educational Background:
(Check all that apply)

High School, BS/A, MS/A

Other:

Field not completed.

Major areas of study:

B.S. Industrial and Eng Mgmt; M.A. National Security and Strategic Studies; M.S. Sys Eng

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	26SEP2020
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Applicant's Signature	Samuel M. Roberts
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Email not displaying correctly? [View it in your browser.](#)

Kim Briley

From: Alisha Brown
Sent: Thursday, October 15, 2020 11:59 AM
To: Kim Briley
Cc: Nan Voit
Subject: RE: PRAC Meeting 10/13

Faith Ross is the new chairperson. The committee recommended filling the vacancy with Samuel Roberts.

Alisha Brown
Parks & Recreation Manager
City of Fernandina Beach
2500 Atlantic Avenue
Fernandina Beach, FL 32034
(904) 310-3366 | abrown@fbfl.org
www.fbfl.us



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From: Kim Briley <kelliott@fbfl.org>
Sent: Thursday, October 15, 2020 10:00 AM
To: Alisha Brown <abrown@fbfl.org>
Cc: Nan Voit <nvoit@fbfl.org>
Subject: PRAC Meeting 10/13

Hey Alisha,

I wanted to follow up on the PRAC meeting to see if they elected a Chair and what action or recommendation they took, if any, regarding the applications for the vacancies?

Kim Briley, MMC
Deputy City Clerk
City of Fernandina Beach
204 Ash St.
Fernandina Beach, FL 32034
(904) 310-3117 | kelliott@fbfl.org
www.fbfl.us



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Kim Briley

From: Nan Voit
Sent: Thursday, October 8, 2020 10:47 AM
To: Kim Briley
Cc: Caroline Best; Alisha Brown
Subject: FW: Parks & Recreation Advisory Committee Appointment
Attachments: image182023.png

Hey, Kim. Please see the below. We are waiting to hear from Joy Behan.

Nan Voit
Parks & Rec. Director
City of Fernandina Beach
2500 Atlantic Ave.
Fernandina Beach, FL 32034
(904) 310-3357 | nvoit@fbfl.org
www.fbfl.us



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From: Alisha Brown <abrown@fbfl.org>
Sent: Thursday, October 8, 2020 10:42 AM
To: Nan Voit <nvoit@fbfl.org>
Cc: Scott Mikelson <smikelson@fbfl.org>
Subject: FW: Parks & Recreation Advisory Committee Appointment

Nan,
Faith would like to be reappointed to the Parks & Recreation Advisory Committee.

Alisha Brown
Parks & Recreation Manager
City of Fernandina Beach
2500 Atlantic Avenue
Fernandina Beach, FL 32034
(904) 310-3366 | abrown@fbfl.org
www.fbfl.us



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From: Faith Ross <floridafaithross@gmail.com>
Sent: Thursday, October 8, 2020 10:40 AM
To: Alisha Brown <abrown@fbfl.org>; prknrecfaithross@gmail.com
Subject: Re: Parks & Recreation Advisory Committee Appointment

Alisha,
I would like to continue to work on the committee.
Thank you for the reminder.
Faith Ross

On Thu, Oct 8, 2020, 10:26 AM Alisha Brown <abrown@fbfl.org> wrote:

Good morning, Faith,

Your board appointment with the Parks & Recreation Advisory Committee expires December 2020. Please respond to this email if you would like to be reappointed or if you wish to end your appointment on this committee. Please respond no later than October 18, 2020.

Thank you,

Alisha Brown
Parks & Recreation Manager
City of Fernandina Beach
2500 Atlantic Avenue
Fernandina Beach, FL 32034
(904) 310-3366 | abrown@fbfl.org
www.fbfl.us



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Parks and Recreation Advisory Committee

Position	Term	Name & Address	Phone
1	03-01-2018	Jean Pugh 1552 Ruskin Lane, Fernandina Beach, FL 32034 jcpughpsu@gmail.com	(717) 756-1965
4	02-01-2013	Eric Bartelt 3820 South Fletcher Avenue, Fernandina Beach, FL 32034 ericbartelt@gmail.com	(904) 261-7808
5	11-05-2019	Faith Ross 210 North 3rd Street, Fernandina Beach, FL 32034 pknrecross@gmail.com	(904) 798-0979
6	08-07-2018	Michael Kegler 325 Vernon Street, Fernandina Beach, FL 32034 XENOPHON6@AOL.COM	(678) 523-7943
7	02-18-2020	Alexandra Lajoux 646 Spanish Way East, Fernandina Beach, FL 32034 arlajoux@aol.com	(904) 310-3784 (202) 255-7562

Parks and Recreation Advisory Committee

Term Length: 36 Months

Max Terms: 1 Term(s)

Number of Members: 7

Meeting Schedule: Second Tuesday of each Month

Meeting Time: 5:00 PM

Meeting Location: City Commission Chambers

Meeting Address: 204 Ash Street

Type: Advisory Board

Description:

Council Liaison:

Philip A. Chapman, III
(904) 624-5590
pchapman@fbfl.org

Staff Liaison:

Nan Voit

nvoit@fbfl.org

Position Number	Name	Appt Date	No. of Terms Served	Term Expiration Date
1	Jean Pugh	03/01/2018	1	12/31/2022
4	Eric Bartelt	02/01/2013	1	12/31/2022
5	Faith Ross	11/05/2019	1	12/31/2020
6	Michael Kegler	08/07/2018	1	12/31/2021
7	Alexandra Lajoux	02/18/2020	1	12/31/2021